

Attached is the agenda packet for the February 21st, 2023 Board Meeting. For those of you with Drop Box, the file will be placed in the Drop Box Folder.

The Village Board meeting will begin at 7:00 PM. With the new Village Board meeting format, all discussions and business will occur at the Village Board meeting. After consideration of the meeting minutes and accounts payable, the meeting will proceed to new and old business.

Please contact the Mayor if you have any questions or if you wish to attend the meeting electronically.

James McDonald, Mayor
Mary Konrad, Clerk
Stacy Michael, Treasurer



Trustees:
Allena Barbato
Jake Cramond
Karen Harms
Jeff Nielsen
Tom O'Reilly
Doug Savell

SPECIAL VILLAGE BOARD AGENDA

VILLAGE OF LAKE VILLA

February 21, 2023

7:00 pm

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment
5. Approval of the Minutes of February 7, 2023
6. Accounts Payable – February 21, 2023
7. Mayor
8. Village Board Reports
9. Staff Reports
10. New Business
 - a. Ordinance No. 2023-02-03: Ordinance Granting Preliminary Approval of a Request for Rezoning and a Conditional Use Permit for a Planned Development for the Proposed Redwood Planned Development.
11. Executive Session
12. Old Business
13. Adjournment

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
February 7th, 2023**

Call to Order: Mayor McDonald called the meeting to at 7:00 p.m.

Present: Mayor McDonald, Clerk Konrad, Trustees: Harms, Nielsen, Barbato, O'Reilly, Cramond, and Savell, Village Administrator Strong, Treasurer Stacy Michael, Police Chief Rochelle Tisinai, Public Works Supervisors Ryan Horton and Village attorney James Bateman.

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Public Comment: None

Minutes: It was moved by Trustee Nielsen and seconded by Trustee Savell to approve the January 17th, 2023 Village Board meeting minutes.

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Finance: It was moved by Trustee O'Reilly and seconded by Trustee Barbato to approve the Accounts Payable Report for February 7th, 2023 in the amount of \$515,465.92

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Mayor: The St. Patrick's Day Parade will be held on March 11th at noon. Palombi School will be the staging area. Corn Beef and Cabbage will follow at the VFW. The Mayor also attended Lake County Municipal League Breakfast and shared information with the Trustees.

Superintendent of Public Works: Ryan Horton gave estimates for the Cedar Ave crosswalk by Harbor Brewing. Ryan also requested that the Village join IPLMAN. The Village Board supports creating an IGA with IPLMAN.

Chief of Police: The Chief introduced the board to the benefits of being a member of NIPAS through an Intergovernmental membership. Chief also stated that the new squad car has arrived with the new design.

Village Administrator: Administrator Strong updated the Board on the Lead Service Line Survey.

New Business: **Ordinance No. 2023-02-01: Ordinance Authorizing the Closing of Various Village Budget Funds and Transferring Assets and Liabilities of the Funds to Other Existing Village Funds**

The Village Board conferred on Ordinance 2023-02-01 which authorizes the closure of certain budget funds and transfer of their assets and liabilities to existing funds. This ordinance will close fund 94.

It was moved by Trustee Harms and seconded by Trustee Savell to approve Ordinance No. 2023-02-01 authorizing the closing of various Village Budget Funds and transferring assets and liabilities of the funds to other existing Village Funds.

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Resolution No. 2023-02-01: Resolution Authorizing Participation in the Northern Illinois Municipal Electric Collaborative and Authorizing the Village Administrator to Execute a 3-Year participation in NIMEC and authorizing the Village Administrator to execute electricity supply agreements for various water and sewer facilities once future rates are determined.

This resolution pertains to the purchase of electricity for the Village operated water pumping facilities. NIMEC's bid prices are only good for the day they are provided. Since the bid opening is scheduled for March 2, 2023, the Village Board would need to delegate signing authority to the Village Administrator to accept a bid by entering into a contractual relationship with the winning power supplier. Once signed, the Contract will be brought back to the Village Board for ratification.

It was moved by Trustee Nielsen and seconded by Trustee Harms to approve Resolution No. 2023-02-01 authorizing the participation in the Northern Illinois Municipal Electric Collaborative and authorizing the Village Administrator to execute electricity service agreements up to 36 months

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Authorization for the Lake Villa Police Commission to Hire a Full-Time Patrol Officer Position

The Village Board conferred on whether to authorize the Police Commission to fill one vacant patrol officer position as a result of a recent retirement.

It was moved by Trustee Barbato and seconded by Trustee Savell to authorize the Lake Villa Police Commission to fill one Police Officer position

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Executive Session:

It was moved by Trustee Harms and seconded by Trustee Savell to move into Executive session for personnel and real estate matters at 7:40pm

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Moved into regular session at 8:03 pm.

Old Business

Ordinance No. 2023-02-03: Ordinance Approving a Purchase Sale Agreement for the Acquisition of Real Estate

The Village Board conferred on Ordinance 2023-02-03 approving a purchase sale agreement for the acquisition of certain real estate in the Village of Lake Villa to be used for future public benefit and use.

It was moved by Trustee Nielsen and seconded by Trustee Harms to Approve Ordinance 2023-02-03 Approving a Purchase Sale Agreement for the Acquisition of Real Estate

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Approval: Authorization for the Village of Lake Villa to Enter into an Employment Agreement with a Candidate for the Mechanic Position

Pursuant to direction provided by the Village Board during their regular meeting on January 17, 2023, Village staff prepared an employment agreement for the

mechanic position in the Public Works Department. Village staff is seeking approval from the Village Board to authorize the Mayor to enter into an employment agreement for the vacant mechanic position.

It was moved by Trustee Harms and seconded by Trustee Savell to authorize Mayor McDonald to execute an employment agreement with Dominick Lostrocio to serve in the Mechanic position.

ROLL CALL VOTE WAS:

AYES: 5 (Harms, Nielsen, Barbato, O'Reilly, Savell)

NAYS: 1 (Cramond)

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Adjournment: It was moved by majority to adjourn at 8:02pm.

APPROVED BY ME THIS _____ February, 2023

JAMES MCDONALD, MAYOR

MARY KONRAD, CLERK

02/17/2023 12:04 PM

User: CDENZEL

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 02/08/2023 - 02/21/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: 2CODPLU 2 CODE PLUMBING , LLC		
BANK CODE: 40208		
0000153	LV BALL PARK SEWER REPAIR	12,520.00
TOTAL BANK CODE: 40208		12,520.00
TOTAL VENDOR 2CODPLU 2 CODE PLUMBING , LLC		12,520.00
VENDOR CODE: ACCBIO ACCURATE BIOMETRICS		
BANK CODE: 40208		
449192301	FINGERPRINTING	60.00
TOTAL BANK CODE: 40208		60.00
TOTAL VENDOR ACCBIO ACCURATE BIOMETRICS		60.00
VENDOR CODE: AEP ENERGY AEP ENERGY		
BANK CODE: 40208		
02102023-3973	0 PAINTED LAKE BI, MCKINZIE T C	10,008.08
TOTAL BANK CODE: 40208		10,008.08
TOTAL VENDOR AEP ENERGY AEP ENERGY		10,008.08
VENDOR CODE: AFLAC AFLAC		
BANK CODE: 40208		
523507	AFLAC	2,370.65
TOTAL BANK CODE: 40208		2,370.65
TOTAL VENDOR AFLAC AFLAC		2,370.65
VENDOR CODE: ALLSOUDIR ALL SOURCE DIRECTIONAL BORING INC		
BANK CODE: 40208		
2023-ALL SOURCE	59/ GRAND AV/ RAILROAD AVE- DIRECTIONAL	2,854.65
TOTAL BANK CODE: 40208		2,854.65
TOTAL VENDOR ALLSOUDIR ALL SOURCE DIRECTIONAL BORIN		2,854.65
VENDOR CODE: AMEGAS AMERICAN GASES CORP		
BANK CODE: 40208		
188402	OXYGEN/ ACETYLENE	28.68
TOTAL BANK CODE: 40208		28.68
TOTAL VENDOR AMEGAS AMERICAN GASES CORP		28.68
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
BANK CODE: 40208		
261606	SQUAD # 280	15.29
264016	STEEL WHEEL WEIGHT	19.10
261397	BLISTER PACK CAPSULE	21.59
264792	TOGGLE SWITCH	19.73
264807	DIESEL FILTER	23.35

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
BANK CODE: 40208		
263893	WHEEL WEIGHT TOOL	50.99
263945	STEEL WEIGHT	30.55
21592	CREDIT FOR CONCRETE CRACK SEALER/ MOUSE	(117.86)
TOTAL BANK CODE: 40208		62.74
TOTAL VENDOR ANTAUT ANTIOCH AUTO PARTS		62.74
VENDOR CODE: APPCON APPLIED CONCEPTS, INC.		
BANK CODE: 40208		
414287	LIDAR	2,487.50
TOTAL BANK CODE: 40208		2,487.50
TOTAL VENDOR APPCON APPLIED CONCEPTS, INC.		2,487.50
VENDOR CODE: APPTEC APPLIED TECHNOLOGIES		
BANK CODE: 40208		
36268	LAKE VILLA/WELL NO. 7 BOOSTER PUMP STATI	17,784.00
TOTAL BANK CODE: 40208		17,784.00
TOTAL VENDOR APPTEC APPLIED TECHNOLOGIES		17,784.00
VENDOR CODE: BADGLO BADGER GLOVE & SAFETY, INC.		
BANK CODE: 40208		
053979	SAFETY GLASSES	625.00
TOTAL BANK CODE: 40208		625.00
TOTAL VENDOR BADGLO BADGER GLOVE & SAFETY, INC.		625.00
VENDOR CODE: BRIDEK BRIAN DEKIND		
BANK CODE: 40208		
02092023-BRIAN	TRAVEL MEALS REIMBURSEMENT	150.00
TOTAL BANK CODE: 40208		150.00
TOTAL VENDOR BRIDEK BRIAN DEKIND		150.00
VENDOR CODE: CARSER CARDMEMBER SERVICE		
BANK CODE: 40208		
0019	PRE-EMPLOYMENT BACKGROUND CHECK	109.94
0035	PRE-EMPLOYMENT BACKGROUND CHECK	109.94
9643	BATTERY SHARKS/ BATTERY REPLACEMENT	21.63
9412	DROPBOX	19.99
4133	HDMI 6 FT CABLE	7.31
0039	PRE-EMPLOYMENT BACKGROUND CHECK	57.35
0691	CRAINS CHICAGO BUSINESS SUBSCRIPTION	15.00
4294	SUNSHINE CLEANERS - SANTA SUIT	42.00
7668	PUMP- FOR WELL HOUSE CHEMICAL CONVERSION	2,094.95
4892	US WATER- STENNER 30 GALLON WHITE TANK	1,352.35
0474	AMAZON- COLLAPSABLE BACKDROP	55.99

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VENDOR CODE: CARSER CARDMEMBER SERVICE		
BANK CODE: 40208		
0077	RON'S ITALIAN OVENS- TRAINING/MTG	64.24
0203	NIU OUTREACH	270.00
1439	AMTRAK - STRONG TRAINING	58.00
2370	METRA - STRONG TRAVEL	9.00
2297	METRA - STRONG TRAVEL	8.25
TOTAL BANK CODE: 40208		4,295.94
TOTAL VENDOR CARSER CARDMEMBER SERVICE		4,295.94
VENDOR CODE: CENLCJAWA CENTRAL LAKE COUNTY JAWA		
BANK CODE: 40208		
1101-0131	LAB TESTING	15.00
0101-0131	JANUARY 2023	46,868.28
TOTAL BANK CODE: 40208		46,883.28
TOTAL VENDOR CENLCJAWA CENTRAL LAKE COUNTY JAWA		46,883.28
VENDOR CODE: CES CES		
BANK CODE: 40208		
LKV/095692	STEM & SWIVEL MNT	50.62
LKV/ 095742	FIX MOUNT BUTTON PHOTO CNTRL	48.06
TOTAL BANK CODE: 40208		98.68
TOTAL VENDOR CES CES		98.68
VENDOR CODE: CHITITANDT CHICAGO TITLE AND TRUST COMPANY		
BANK CODE: 40208		
02102023- PINE VIEW	654 PINE VIEW PASS PURCHASE	81,774.25
TOTAL BANK CODE: 40208		81,774.25
TOTAL VENDOR CHITITANDT CHICAGO TITLE AND TRUST COM		81,774.25
VENDOR CODE: COMCAB COMCAST CABLE		
BANK CODE: 40208		
02092023-2880	65 CEDAR AVE OFC	378.64
02152023-COMCAST	65 CEDAR AVENUE	2.10
TOTAL BANK CODE: 40208		380.74
TOTAL VENDOR COMCAB COMCAST CABLE		380.74
VENDOR CODE: COMHIGSCH COMMUNITY HIGH SCHOOL DISTRICT 117		
BANK CODE: 40208		
02102023-IMPACT FEE	IMPACT FEES FOR 509 SHOSHANI TRAIL	1,646.00
TOTAL BANK CODE: 40208		1,646.00
TOTAL VENDOR COMHIGSCH COMMUNITY HIGH SCHOOL DISTRI		1,646.00

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VENDOR CODE: CONFV CONSERV FS, INC.		
BANK CODE: 40208		
102025085	388.7 GAL DIESEL	1,485.23
102025086	562.800 GAL UNL GAS	1,700.77
102025027	628.7 DIESEL	2,625.45
102025028	499.8 GAL UNL GAS	1,661.34
TOTAL BANK CODE: 40208		7,472.79
TOTAL VENDOR CONFV CONSERV FS, INC.		7,472.79
VENDOR CODE: CRIREA CRITICAL REACH, INC.		
BANK CODE: 40208		
2637	2023 APBNET ANNUAL SUPPORT FEE	360.00
TOTAL BANK CODE: 40208		360.00
TOTAL VENDOR CRIREA CRITICAL REACH, INC.		360.00
VENDOR CODE: DATINT DATA INTEGRATORS, INC.		
BANK CODE: 40208		
23053	NEWLETTER/ UTILITY BILLING	410.33
TOTAL BANK CODE: 40208		410.33
TOTAL VENDOR DATINT DATA INTEGRATORS, INC.		410.33
VENDOR CODE: DEKCOM DEKIND COMPUTER CONSULTANTS		
BANK CODE: 40208		
35221	VERIDISK THUMB SCREWS	14.56
TOTAL BANK CODE: 40208		14.56
TOTAL VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS		14.56
VENDOR CODE: DELSCH DEL SCHMIDT		
BANK CODE: 40208		
2023-DEL SCHMIDT	MONAVILLE/ CEDAR LAKE RD- DIRECTIONAL BO	2,815.89
TOTAL BANK CODE: 40208		2,815.89
TOTAL VENDOR DELSCH DEL SCHMIDT		2,815.89
VENDOR CODE: DYNENE DYNEGY ENERGY SERVICES		
BANK CODE: 40208		
02152023	485 N MILWAUKEE AVE/ MANSION	1,048.38
TOTAL BANK CODE: 40208		1,048.38
TOTAL VENDOR DYNENE DYNEGY ENERGY SERVICES		1,048.38
VENDOR CODE: EMPBENCOR EMPLOYEE BENEFITS CORPORATION		
BANK CODE: 40208		
3933373	BEST FLEX PLAN/ COBRA SECURE	120.00
3936259	FSA	623.34

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VENDOR CODE: EMPBENCOR EMPLOYEE BENEFITS CORPORATION		
BANK CODE: 40208		
3897086	BEST FLEX PLAN/ COBRA SECURE	120.00
3916305	FSA	623.34
TOTAL BANK CODE: 40208		1,486.68
TOTAL VENDOR EMPBENCOR EMPLOYEE BENEFITS CORPORATIC		1,486.68
VENDOR CODE: ENERG ENERGENECS		
BANK CODE: 40208		
0045348-IN	LIFT STATION MAINTENANCE/ SHOP	2,842.24
TOTAL BANK CODE: 40208		2,842.24
TOTAL VENDOR ENERG ENERGENECS		2,842.24
VENDOR CODE: FOXREC FOX RECOVERY & TOWING		
BANK CODE: 40208		
5786	HYDRAULIC LEAK/ TRUCK 9	200.00
TOTAL BANK CODE: 40208		200.00
TOTAL VENDOR FOXREC FOX RECOVERY & TOWING		200.00
VENDOR CODE: GALL'S GALL'S, LLC		
BANK CODE: 40208		
023277433	UNIFORM ALLOWANCE- ZACHARY BECK	94.00
023368879	SQUAD EQUIPTMENT- 11	160.59
023387003	SQUAD EQUIPTMENT- 11	67.35
TOTAL BANK CODE: 40208		321.94
TOTAL VENDOR GALL'S GALL'S, LLC		321.94
VENDOR CODE: GRAINGER GRAINGER		
BANK CODE: 40208		
9591476388	BATTERY PACK FOR MAG LITE	91.12
9591476362	HAND DRUM PUMP PISTON	16.60
TOTAL BANK CODE: 40208		107.72
TOTAL VENDOR GRAINGER GRAINGER		107.72
VENDOR CODE: HOMDEP HOME DEPOT CREDIT SERVICES		
BANK CODE: 40208		
9011104	PAINT/ SPACKLE/ BRUSHES	260.63
7902632	RYOBI SURFACE CLEANER	87.97
7902640	METRA -RUBBER MAT	79.94
6610212	PAINTING SUPPLIES	71.61
1011489	PAINTING SUPPLIES	26.38
3021692	DECORATOR CHAIN/ S-HOOK	40.64
2011971	WHITE LAMP WIRE	77.64
2021742	PAINTING SUPPLIES	22.51

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: HOMDEP HOME DEPOT CREDIT SERVICES		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		667.32
TOTAL VENDOR HOMDEP HOME DEPOT CREDIT SERVICES		667.32
VENDOR CODE: ICOPS ICOPS		
BANK CODE: 40208		
ICOPS 02092023	PAY PERIOD 01/21-02/03/2023	276.00
TOTAL BANK CODE: 40208		276.00
TOTAL VENDOR ICOPS ICOPS		276.00
VENDOR CODE: IDES IL DEPT OF EMPLOYMENT SECURITY		
BANK CODE: 40208		
0801626	UNEMPLOYMENT BENEFITS- WARWICK	9,237.72
TOTAL BANK CODE: 40208		9,237.72
TOTAL VENDOR IDES IL DEPT OF EMPLOYMENT SECURITY		9,237.72
VENDOR CODE: JAMBAT JAMES P. BATEMAN, LTD.		
BANK CODE: 40208		
02102023-GENERAL	GENERAL MATTERS	9,590.27
02102023-POLICE	POLICE PENSION MATTERS	95.00
02102023-SEWER	SEWER AND WATER MATTERS	1,374.15
02102023-LINCOLN	LINCOLN AVENUE CAPITAL MATTERS	2,387.88
02102023-REDWOOD	REDWOOD MATTERS	6,469.00
TOTAL BANK CODE: 40208		19,916.30
TOTAL VENDOR JAMBAT JAMES P. BATEMAN, LTD.		19,916.30
VENDOR CODE: LAKLAR LAKELAND/LARSEN		
BANK CODE: 40208		
95061	MONTHLY ELEVATOR MAINT	202.38
TOTAL BANK CODE: 40208		202.38
TOTAL VENDOR LAKLAR LAKELAND/LARSEN		202.38
VENDOR CODE: LAKSEP LAKELAND SEPTIC SERVICE		
BANK CODE: 40208		
82638	2 HOLDING TANKS AT LOFFREDO PARK	318.00
TOTAL BANK CODE: 40208		318.00
TOTAL VENDOR LAKSEP LAKELAND SEPTIC SERVICE		318.00
VENDOR CODE: LAUAME LAUTERBACH & AMEN, LLP		
BANK CODE: 40208		
74546	PROFESSIONAL SERVICES JANUARY 2022- FINA	5,440.00
TOTAL BANK CODE: 40208		5,440.00

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CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

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VENDOR CODE: LAUAME LAUTERBACH & AMEN, LLP		
	TOTAL VENDOR LAUAME LAUTERBACH & AMEN, LLP	5,440.00
VENDOR CODE: LCMUNLEA LAKE COUNTY MUNICIPAL LEAGUE		
BANK CODE: 40208		
02102023-LAKE	LEGISLATIVE BREAKFAST- MAYOR	20.00
	TOTAL BANK CODE: 40208	20.00
	TOTAL VENDOR LCMUNLEA LAKE COUNTY MUNICIPAL LEAGUE	20.00
VENDOR CODE: LGAUTO L.G. AUTOMOTIVE		
BANK CODE: 40208		
14881	SQUAD # 282	49.98
14382	SQUAD # 278	820.88
15711	SQUAD # 282	39.99
	TOTAL BANK CODE: 40208	910.85
	TOTAL VENDOR LGAUTO L.G. AUTOMOTIVE	910.85
VENDOR CODE: LINDCO LINDCO		
BANK CODE: 40208		
230173P	VALK CURB GUARD	673.56
	TOTAL BANK CODE: 40208	673.56
	TOTAL VENDOR LINDCO LINDCO	673.56
VENDOR CODE: LOGDRE LOGAN DREYER		
BANK CODE: 40208		
02092023-LOGAN	TRAVEL MEALS REIMBURSEMENT	150.00
	TOTAL BANK CODE: 40208	150.00
	TOTAL VENDOR LOGDRE LOGAN DREYER	150.00
VENDOR CODE: LVPOL LAKE VILLA POLICE PENSION FUND		
BANK CODE: 40208		
LVPOL 02092023	PAY PERIOD 01/21-02/03/2023	5,666.80
	TOTAL BANK CODE: 40208	5,666.80
	TOTAL VENDOR LVPOL LAKE VILLA POLICE PENSION FUND	5,666.80
VENDOR CODE: MENANT MENARDS - ANTIOCH		
BANK CODE: 40208		
24122	PARK SUPPLIES	29.47
24573	DEADBOLT CYLINDER - BALL PARK	12.99
24420	BALL FIELD	478.40
	TOTAL BANK CODE: 40208	520.86
	TOTAL VENDOR MENANT MENARDS - ANTIOCH	520.86

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MICSTR MICHAEL STRONG		
BANK CODE: 40208		
02102023-MIKE	ILCMA WINTER CONFERENCE	150.00
TOTAL BANK CODE: 40208		150.00
TOTAL VENDOR MICSTR MICHAEL STRONG		150.00
VENDOR CODE: MISC-MR JAMES P. BATEMAN, LTD.		
BANK CODE: 40208		
02/15/2023	LINCOLN AVENUE CAPITAL MATTERS	928.52
TOTAL BANK CODE: 40208		928.52
TOTAL VENDOR MISC-MR JAMES P. BATEMAN, LTD.		928.52
VENDOR CODE: MORSAL MORTON SALT		
BANK CODE: 40208		
5402760515	SALT	3,717.78
5402756623	SALT	12,927.70
TOTAL BANK CODE: 40208		16,645.48
TOTAL VENDOR MORSAL MORTON SALT		16,645.48
VENDOR CODE: MUNEMP MUNICIPAL EMPLOYEE V.E.B.A. TRUST		
BANK CODE: 40208		
865	LIFE INSURANCE DECEMBER 2022	1,048.25
TOTAL BANK CODE: 40208		1,048.25
TOTAL VENDOR MUNEMP MUNICIPAL EMPLOYEE V.E.B.A. TRU		1,048.25
VENDOR CODE: NACO NACO RETIREMENT SOLUTIONS		
BANK CODE: 40208		
NACO 02092023	PAY PERIOD 01/21-02/03/2023	2,725.38
TOTAL BANK CODE: 40208		2,725.38
TOTAL VENDOR NACO NACO RETIREMENT SOLUTIONS		2,725.38
VENDOR CODE: NICOR NICOR GAS		
BANK CODE: 40208		
02152023-3390	500 E GRAND AVE # 3	331.52
02152023-3343	1509 OAKLAND DR LIFT STATION	105.64
02152023-3262	ES OAK KNOLL RD END OF RD	1,359.60
02152023-8365	65 CEDAR AVE	561.85
02152023-2455	222 OAK KNOLL DR- WATER FACILITIES BLDG	870.97
02152023-7099	ES OAK KNOLL RD END OF RD	1,263.19
02152023-8978	129 CENTRAL AVE # 2	327.18
02152023-5469	141 BELMONT AVE WELL HOUSE	667.38
02152023-1446	910 PARK AVE	107.04
02152023-5513	WS RT121 S BURNETT	260.84
02152023-9325	222 OAK KNOLL DR	1,076.28
02152023-8632	725 E GRAND AVE # 4	326.03

02/17/2023 12:04 PM

User: CDENZEL

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 02/08/2023 - 02/21/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: NICOR NICOR GAS		
BANK CODE: 40208		
02152023-6885	57 CEDAR AVE	692.54
02152023-6481	129 RAILROAD AVE	451.24
TOTAL BANK CODE: 40208		8,401.30
TOTAL VENDOR NICOR NICOR GAS		8,401.30
VENDOR CODE: NORILPOL NORTHERN IL POLICE ALARM SYSTEM		
BANK CODE: 40208		
14833	NIPAS MEMBERSHIP ASSESMENT	400.00
TOTAL BANK CODE: 40208		400.00
TOTAL VENDOR NORILPOL NORTHERN IL POLICE ALARM SYST		400.00
VENDOR CODE: PACANASER PACE ANALYTICAL SERVICES, LLC		
BANK CODE: 40208		
19544826	WATER TESTING	427.00
TOTAL BANK CODE: 40208		427.00
TOTAL VENDOR PACANASER PACE ANALYTICAL SERVICES, LI		427.00
VENDOR CODE: PADGLA PADJEN GLASS ETCHING		
BANK CODE: 40208		
5095	NEW GRAPHIC DESIGN ON EXPLORER # 295	780.00
TOTAL BANK CODE: 40208		780.00
TOTAL VENDOR PADGLA PADJEN GLASS ETCHING		780.00
VENDOR CODE: PADPUB PADDOCK PUBLICATIONS, INC.		
BANK CODE: 40208		
242180	HEARING NOTICE/ REZONE CEDAR AVE	147.20
TOTAL BANK CODE: 40208		147.20
TOTAL VENDOR PADPUB PADDOCK PUBLICATIONS, INC.		147.20
VENDOR CODE: PAPTIG PAPER TIGER DOCUMENT SOLUTIONS		
BANK CODE: 40208		
39189	SHREDDING	99.00
TOTAL BANK CODE: 40208		99.00
TOTAL VENDOR PAPTIG PAPER TIGER DOCUMENT SOLUTIONS		99.00
VENDOR CODE: PEERLESS PEERLESS NETWORK, INC.		
BANK CODE: 40208		
15988	TELEPHONE	937.64
TOTAL BANK CODE: 40208		937.64

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: PEERLESS PEERLESS NETWORK, INC.		
	TOTAL VENDOR PEERLESS PEERLESS NETWORK, INC.	937.64
VENDOR CODE: PERAUT PERFORMANCE AUTO REPAIR		
BANK CODE: 40208		
000022790	SQUAD # 295	59.47
000022793	SQUAD # 280	39.00
	TOTAL BANK CODE: 40208	98.47
	TOTAL VENDOR PERAUT PERFORMANCE AUTO REPAIR	98.47
VENDOR CODE: PFPET P.F. PETTIBONE & CO		
BANK CODE: 40208		
183370	LIQUOR LICENSE BOOK- ITEM # 1007	163.80
	TOTAL BANK CODE: 40208	163.80
	TOTAL VENDOR PFPET P.F. PETTIBONE & CO	163.80
VENDOR CODE: PITBOWES PITNEY BOWES BANK IN PURCHASE POWER		
BANK CODE: 40208		
02022023-PITNEY	POSTAGE	504.50
	TOTAL BANK CODE: 40208	504.50
	TOTAL VENDOR PITBOWES PITNEY BOWES BANK IN PURCHASE	504.50
VENDOR CODE: RAYOHE RAY O'HERRON CO., INC		
BANK CODE: 40208		
2251973	UNIFORM ALLOWANCE- ZACHARY BECK	203.96
	TOTAL BANK CODE: 40208	203.96
	TOTAL VENDOR RAYOHE RAY O'HERRON CO., INC	203.96
VENDOR CODE: SUNRUN SUNRUN INSTALLATION SERVICES		
BANK CODE: 40208		
INV-00063028	715 SUN LAKE RD/ PERMIT3 LV-BLD-063767-2	214.00
INV-00063032	412 CLARIDGE CT/ PERMIT #LV-BLD-063769-2	198.00
	TOTAL BANK CODE: 40208	412.00
	TOTAL VENDOR SUNRUN SUNRUN INSTALLATION SERVICES	412.00
VENDOR CODE: SWALCO SWALCO		
BANK CODE: 40208		
920003023	2023 O&M FEE	3,746.25
	TOTAL BANK CODE: 40208	3,746.25
	TOTAL VENDOR SWALCO SWALCO	3,746.25
VENDOR CODE: TIMGUE TIM GUENTHER		

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User: CDENZEL

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

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BOTH OPEN AND PAID

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: TIMGUE TIM GUENTHER		
BANK CODE: 40208		
02102023-TIM	DUCK BLIND REFUND	175.00
TOTAL BANK CODE: 40208		175.00
TOTAL VENDOR TIMGUE TIM GUENTHER		175.00
VENDOR CODE: TRACON TRAFFIC CONTROL & PROTECTION INC.		
BANK CODE: 40208		
113787	TELSPAR POST/ANCHOR	2,575.00
TOTAL BANK CODE: 40208		2,575.00
TOTAL VENDOR TRACON TRAFFIC CONTROL & PROTECTION IN		2,575.00
VENDOR CODE: TRANSUNION TRANSUNION		
BANK CODE: 40208		
484442-202301-1	JANUARY 2023	78.40
TOTAL BANK CODE: 40208		78.40
TOTAL VENDOR TRANSUNION TRANSUNION		78.40
VENDOR CODE: VILFOX VILLAGE OF FOX LAKE		
BANK CODE: 40208		
208	DISPATCH SERVICE	525.00
TOTAL BANK CODE: 40208		525.00
TOTAL VENDOR VILFOX VILLAGE OF FOX LAKE		525.00
VENDOR CODE: VISMED VISTA MEDICAL CENTER WEST		
BANK CODE: 40208		
00046193-00	PHYSICAL EXA,/ DOMINICK LOSTROSCIO/ BRIA	167.00
TOTAL BANK CODE: 40208		167.00
TOTAL VENDOR VISMED VISTA MEDICAL CENTER WEST		167.00
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
BANK CODE: 40208		
5427491-0	OFFICE SUPPLIES- PAPER TOWELS	46.59
5424483-0	OFFICE SUPPLIES- TISSUE	27.76
5434688-0	OFFICE SUPPLIES- MANILLA FOLDERS/ BLACK	44.74
TOTAL BANK CODE: 40208		119.09
TOTAL VENDOR WARDIR WAREHOUSE DIRECT		119.09
VENDOR CODE: WASTEMANAG WASTE MANAGEMENT OF ILLINOIS		
BANK CODE: 40208		
7126222-2013-5	REFUSE PICKUP	55,063.06
TOTAL BANK CODE: 40208		55,063.06

02/17/2023 12:04 PM
User: CDENZEL
DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA
EXP CHECK RUN DATES 02/08/2023 - 02/21/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: WASTEMANAG WASTE MANAGEMENT OF ILLINOIS		
	TOTAL VENDOR WASTEMANAG WASTE MANAGEMENT OF ILLINOI	55,063.06
GRAND TOTAL:		341,631.81



DATE: February 17, 2023

TO: Mayor James McDonald and Board of Trustees

FROM: Michael Strong, Village Administrator

RE: **406 & 500 Monaville – Residential Planned Unit Development**

Property Owner

Rahmah Foundation, Inc.
134 Monaville Road
Lake Villa, IL 60046

Property Location

Northwest Corner – Monaville
Road and Cedar Lake Road

Zoning District

Suburban Residential
SR

Petitioner and Contract Purchaser: Redwood USA LLC
7007 E Pleasant Valley Road
Independence, OH 44131

Representatives: Paul DeKruiff, Vice President of Acquisitions (Developer)
Kevin Serafin, CEMCON, Ltd.
Anthony Falkowski, CEMCON, Ltd.

Requested Action

1. Preliminary Plat Approval for Planned Development

Project Background

Redwood USA LLC (“Applicant”) is proposing to construct a 111 single-story individual 2-bedroom and 2-bathroom attached residential apartment development on the Subject Property (the “Development”), which is located at the northwest corner of Cedar Lake Road and Monaville Road intersection. The Subject Property is composed of multiple lots of record totaling 29.3 acres in total area. The site is occupied by one residential dwelling on the western parcel, and vacant/abandoned buildings on the larger parcel. The adjacent intersection at Cedar Lake Road and Monaville Road is a full access roundabout intersection that is maintained by Lake County Division of Transportation (LCDOT). The site is located on the peripheral of the Village limits and abuts SR2 Residential Development to the north (Prairie Trail Subdivision), single family residential to the south, and Agricultural uses to the east.

The Applicant is requesting preliminary plat approval for a Conditional Use Permit for a residential Planned Development. Pursuant to Section 10-9-1 of the Village Code, a planned development (“PUD”) may be granted a conditional use permit in any zoning district in which it is permitted in accordance to the standards and procedures set forth in the Code.

Consistent with the Village Code, the Lake Villa Plan Commission opened a public hearing on October 25, 2022 to consider the petition and held subsequent public hearings on January 5, 2023 and January 26, 2023. The Plan Commission received testimony from the Developer and members of the public during these public hearings. The common themes raised during testimony related to density of the

development, stormwater management, landscape preservation with buffer protections to the north, preservation of open space, and traffic flow/access within the site. On January 26, 2023 the Applicant presented various revisions to its original site plan that included the following revisions:

1. Reconfiguration of the access road on the western portion of the development and installation of a cul-de-sac to replace the previously proposed hammerhead turnaround. Additionally, the Plan Commission had asked if the northernmost building could be relocated so as to provide additional buffer area to the neighbors to the north and accommodate a cul-de-sac to enhance navigability for public safety vehicles, delivery vehicles, and school buses.
2. Expansion of the open space proposed on Lot 2 to provide additional recreational lawn area for residents. The Plan Commission also requested that the Applicant consider eliminating one of the buildings to accommodate this request.
3. Installation of an ADA-accessible pedestrian path along the periphery of the development that would extend to the northern limit and western limit of the properties, while tying into the existing paths and newly extended culvert crossing in the LCDOT right-of-way.

After hearing testimony and deliberating on the Project, the Plan Commission voted in favor, by a vote of 4-1, to approve recommending preliminary plat approval, subject to various conditions. The Plan Commission's motion and findings of fact have been incorporated into the attached Ordinance.

Summary of the Request and Review of the Proposed Plan – *Please refer to the attached documents as reference*

Comprehensive Plan

The proposed development is consistent with the Comprehensive Plan, which was adopted on January 3, 2022 by the Village Board. The Plan shows the site as multi-family as an appropriate future land use for the site. Additionally, the future land use goals call for adding *appropriately to the housing stock and providing housing options to attract families, professionals and allow seniors to stay in the community* was identified as a primary land use goal and strategy.

Site Plan

The preliminary plat offers a total lot area of 29.33 acres, of which 8.36 acres are proposed to be covered with impervious surface representing a lot coverage ratio of approximately 28%. Based on the Plat, eight (8) acres of the site (or 27.34% of the Subject Property) is located within floodplain. Two lots (Lot 3 and Lot 4) will isolate the floodplain areas and will remain undeveloped. All improvements are proposed within Lots 1 and 2, which encompass roughly 21 acres. The overall project will consist of a maximum of one-hundred and eleven (111) attached single-family rental homes. The Project includes the construction of 23 individual buildings built within Lots 1 and 2. The established density for the site will be approximately 3.78 dwelling units per acre. While the Village's current Zoning Code does not establish density standards for UR4 zoning, the prior zone's (SR4) maximum net density standard was 7.90.

Site Access

The proposed site plan offers three (3) total entries for the development, including two access points on Monaville Road for the eastern and western portion of the development, and a Cedar Lake Road

entrance for the western portion. The site is bifurcated by an extensive wetland and natural area that runs along Eagle Creek.

Internal Circulation/Pedestrian Access

The internal streets are proposed to be private and will be twenty-two (22) feet in width with a single four (4) foot wide carriage walk/hard shoulder along one side of the street to offer internal pedestrian access and circulation. A pedestrian trail is proposed along the peripheral of the development along Cedar Lake Road and Monaville Road that would tie in to the existing paths at the roundabout and terminate at the northern and western terminus of the property line to offer future pedestrian access connections.

Landscaping/Buffer Area

A preliminary landscape plan was proposed, however, subsequently has been amended to preserve a natural buffer between the development and residential neighborhood to the north. The area is in effect a conservation area that will increase the rear yard setback from a required 6 feet to over 140 feet from the property line. No trees are proposed to be removed within the conservation area and will increase the amount of buffer area between the property line and developed area within the site. The Applicant is also proposing an internal recreational area for tenants within the center of Lot 2 that will offer additional open space on the site.

Zoning and Bulk Standards

The Applicant is proposing front yard, side yard, and rear yard setbacks that meet the minimum setback requirements for the UR4 zoning district as a planned development. The proposed development also provides for entry landscape and signage designs, a depiction of which is included in the landscape plan.

The recommended plans propose residential bulk standards that vary from the UR4 zoning district, as detailed in the chart below.

Residential Bulk Standards

	Urban Residential 4 (UR4) Standards	Proposed – UR4/PUD
Maximum Building Height	50 ft.	19 ft.
Minimum Front Yard Setback	30 ft.	30 ft.
Minimum Side Yard Setback	15 ft.	15 ft.
Minimum Rear Yard Setback	6 ft.	140+ ft.
Maximum Floor Area Ratio	.40	Lot 1: .27 Lot 2: .22
Maximum Lot Coverage	30%	28.5%
Parking Requirements	228	480

In reviewing the additional bulk standards, the proposed plan has provided for adequate parking based on the requirement of two spaces per 2-bedroom unit. Setbacks and height were found to be in conformance with those requirements in the UR4 zoning district. Total lot coverage was also within the 30% threshold required for UR4. An additional point to consider is setbacks between the proposed units on their lots, should these buildings have been proposed on separate lots, the distance between

buildings would have been required to be a minimum of 30 feet, however, the proposed development indicates some will be as close as 20 feet within each lot. This will result in a visually denser built environment with homes closer to each other and closer to streets and/or driveways.

Stormwater Management

Stormwater management and the potential development impacts to Eagle Creek was identified as a concern that was discussed during the public hearings. Eagle Creek is a major tributary that bifurcates the Subject Property and flows south through adjacent residential properties within and outside of the Village. The Applicant has included revisions to their preliminary stormwater management report to illustrate total flow impacts to Eagle Creek based on existing conditions and proposed development improvements subject to Lake County's Watershed Development Ordinance. Based on data provided in the report, total flow to Eagle Creek is projected to decrease by 68% (for 10-year event), and 74% (for 25-year event). These improvements are the result of necessary on-site volume storage and retention that is required to support the level of proposed development on the Subject Property.

Procedural Review of PUD

The purpose of a Planned Development, as defined in the Village Zoning Code, is to allow some flexibility with respect to the provisions of the Village's zoning districts and/or bulk standards in order to stimulate the development of neighborhoods in areas which contain physical, economic, and social assets difficult to achieve through traditional zoning districts and use regulations.

The Village Code Section 10-9-1 provides a process by which the Plan Commission and the Village Board can consider development incentives that vary from the specific standards in each of the Village's zoning districts. Planned Developments must be considered and granted through a Conditional Use Permit process. The Plan Commission's recommendation shall be made to the Village Board in accordance with the Village's Zoning Code Standards for Conditional Use Permits. The Village Board shall consider the recommendations of the Plan Commission and via Ordinance, either 1) approve the preliminary plat as proposed and/or with modifications and conditions, subject to acceptance by the Applicant; 2) reject the preliminary plat and deny the application for preliminary plat approval; or 3) refer the preliminary plat back to the Plan Commission for further consideration of specific matters and/or conditions.

Action Requested

The Village Board is being asked to review the preliminary PUD submitted by the Applicant and, if determined appropriate by the Village Board, grant approval of the preliminary plat for the Redwood development as recommended by the Plan Commission.

Attachments

1. Preliminary PUD Materials from Applicant
 - Exhibit A – Plat of Subdivision
 - Exhibit B – Plat of PUD
 - Exhibit C – Preliminary Engineering
 - Exhibit D – Preliminary Stormwater Report
 - Exhibit E – Preliminary Elevations & Floor Plans
 - Exhibit F – Material Board Samples
2. Draft Ordinance Granting Preliminary Plat Approval to Redwood

EXHIBIT A

Preliminary Plat of Subdivision



LOCATION MAP

SITE DATA:

1. PROPOSED ZONING:	UR4
2. TOTAL AREA:	29.33a AC.
3. UNITS:	111 TOTAL UNITS
UNIT BREAKDOWN:	
33 - WESTWOOD UNITS	(29.70%)
12 - MEADOW UNITS	(10.81%)
7 - CAPEWOOD UNITS	(8.31%)
32 - WILLOWWOOD UNITS	(28.83%)
27 - HAYDENWOOD UNITS	(24.35%)
111 TOTAL UNITS =	3.78 UNITS PER ACRE
4. DENSITY:	3.78 DU/AC.
5. BUILDING SEPARATIONS:	
SIDE TO SIDE	20 FT.
REAR TO SIDE	45 FT.
REAR TO REAR	50 FT.
FRONT TO FRONT	65 FT.
FRONT TO SIDE	65 FT.
6. BUILDING SETBACKS:	
FRONT YARD	20 FT. MIN. LOT
REAR YARD	30 FT.
INTERIOR SIDE	15 FT.
7. PARKING:	
REQUIRED	400
PROVIDED	226
GARAGE	226
DRIVEWAY	28
GUEST PARKING	480
TOTAL	
8. IMPERVIOUS AREA:	8.36 AC. 28.5% OF TOTAL
9. F.O.W.:	0.27 AC.
10. F.A.R.:	0.16 AC.
11. MINIMUM LOT SIZE:	
PHASE 1 REQUIRED:	8.05 AC.
PHASE 1 PROVIDED:	12.98 AC.
PHASE 2 REQUIRED:	4.00 AC.
PHASE 2 PROVIDED:	8.07 AC.
12. PRIVATE DRIVE:	3400 L.F.

LINE LEGEND

—	SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
—	LOT LINE/PROPERTY LINE (Solid Line)
—	BUILDING LINE (Long Dashed Lines)
- - - -	EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- - - -	CENTERLINE (Single Dashed Lines)
- - - -	QUARTER SECTION LINE (Double Dashed Lines)
- - - -	SECTION LINE (Triple Dashed Lines)
- - - -	PHASE LINE/LOT LINE (Heavy Dashed Lines)
—	FLOODPLAIN LINE (Heaviest Dashed Lines)

NOTES

LOT NUMBERING HEREON IS CONSISTENT WITH THE PREDEFINED LOT NUMBERING SCHEME FOR THE ENTIRE REDWOOD DEVELOPMENT. THERE IS NO BLOCK 1 AS REQUESTED BY CLIENT.

3/4 INCH IRON PIPE OR MAG NAIL SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED.

ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

P.E. — INDICATES PUBLIC UTILITY & VILLAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

BLANKET GENERAL CITY EASEMENT AND UTILITY EASEMENT OVERALL WITH AN EXCEPTION OF THE BUILDING ENVELOPE.

BUILDING ENVELOPES WILL BE DIMENSIONED AND LOCATED AT FINAL PLAT (DEVELOPED AS ETBE)

BENCHMARK\CONTROL POINTS

ELEVATION REFERENCE MARK:

NGS MONUMENT M1012 (PID DM4221): IT IS 39.8 FT NORTH OF THE CENTERLINE OF IL ROUTE 173, 14.4 FT NORTHWEST OF THE END OF A CONCRETE CULVERT AND 1.0 FT. SOUTH OF AN ORANGE CARSONITE WITNESS POST. NOTE—ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.

ELEVATION: 795.32 NAVD88

CONTROL POINTS:

CP #116: SET '4' IN TOP OF CONCRETE CURB ON THE SOUTH SIDE OF MONAVILLE ROAD APPROXIMATELY 146 FEET WEST OF THE WEST LINE OF THE SUBJECT SITE.

NORTHING: 2087227.43

EASTING: 1047936.06

ELEVATION: 787.49 NAVD 88

CP #120: SET '4' IN CONCRETE SIDEWALK ON EAST SIDE OF CEDAR LAKE ROAD APPROXIMATELY 148' NORTH OF THE CENTERLINE OF MONAVILLE ROAD.

NORTHING: 2087857.48

EASTING: 1049438.00

ELEVATION: 798.53 NAVD 88

NOTES

BOUNDARY INFORMATION BASED ON BOUNDARY SURVEY PERFORMED BY CEMCON, LTD. ON APRIL 21, 2022.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND DRAWINGS IN SURVEYOR'S POSSESSION. 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 STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT WAS PREPARED UNDER MY DIRECTION.

___ DAY OF _____ 2023.

JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184—002937
EXPIRES APRIL 30, 2023

ABBREVIATIONS			
N.	- NORTH	L.S.B.	- LANDSCAPE BUFFER
S.	- SOUTH	REC.	- RECORD
E.	- EAST	SEC.	- SECTION
W.	- WEST	L	- ARC LENGTH
NW.	- NORTHWEST	R	- RADIUS
DOC.	- DOCUMENT	R.O.W.	- RIGHT OF WAY
MON.	- MONUMENT	AC.	- ACRES
O	- ON LINE	S.F.	- SQUARE FEET
B-B	- BACK TO BACK	1/4	- QUARTER
B.S.L.	- BUILDING SETBACK	B/C	- BACK OF CURB
E.T.B.E.	- EXCEPTION TO BLANKET EASEMENT	FIP	- FOUND IRON PIPE
		E-E	- EDGE TO EDGE

AREA TABLE		
LOT 1	565,253 SQ. FT.	12.976 ACRES
R.O.W. DEDICATION	9,447 SQ. FT.	0.217 ACRES
TOTAL	574,700 SQ. FT.	13.193 ACRES
LOT 2	351,699 SQ. FT.	8.074 ACRES
LOT 3	331,094 SQ. FT.	7.601 ACRES
R.O.W. DEDICATION	2,012 SQ. FT.	0.046 ACRES
TOTAL	333,106 SQ. FT.	7.647 ACRES
LOT 4	18,239 SQ. FT.	0.419 ACRES

LOT DIMENSIONS & AREAS ARE APPROXIMATIONS & WILL VARY AT TIME OF FINAL PLATTING.

PRELIMINARY PLAT OF SUBDIVISION

FOR

REDWOOD LAKE VILLA MONAVILLE ROAD

ALL THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MONAVILLE ROAD, EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD, 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING;

ALSO,

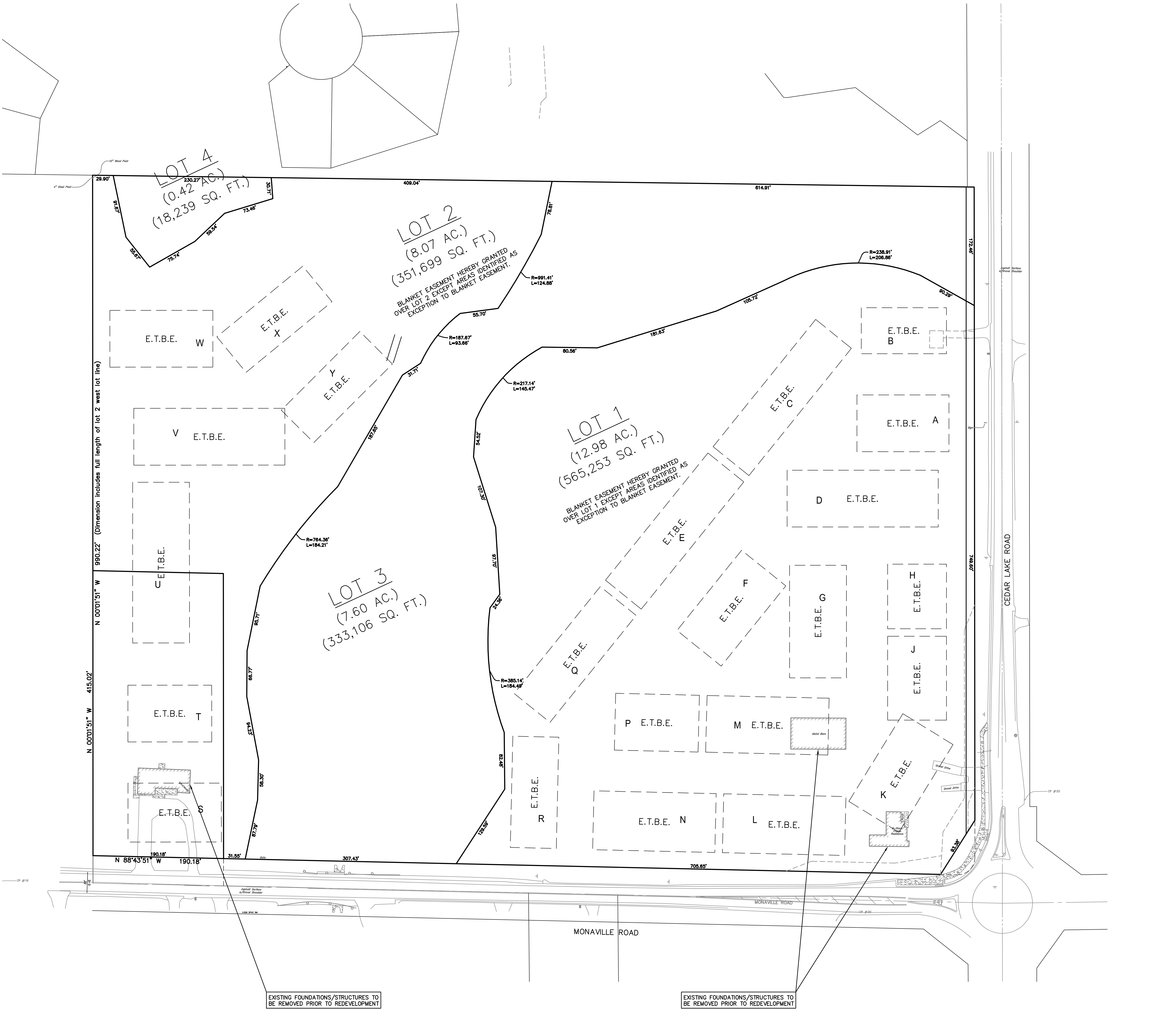
EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD (COUNTY HIGHWAY NO. 55) AND THE EAST LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING 1042.49 FEET (1042.60 FEET RECORD) SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AS MEASURED ALONG SAID EAST LINE; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS WEST, 66.52 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR LAKE ROAD (COUNTY HIGHWAY NO. 28) AS SHOWN ON DOCUMENT NUMBER 1141817; THENCE SOUTHWESTERLY AND WESTERLY, 39.85 FEET ALONG THE RIGHT-OF-WAY AS CONVEYED TO THE COUNTY OF LAKE PER DOCUMENT NO. 2475785 AND AS SHOWN ON DOCUMENT NUMBER 2773494; BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 45 DEGREES 36 MINUTES 07 SECONDS WEST, 35.76 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 09 SECONDS WEST, 24.43 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD AS SHOWN ON SAID DOCUMENT NUMBER 2773494; THENCE NORTH 32 DEGREES 18 MINUTES 51 SECONDS EAST, 93.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR LAKE ROAD AS SHOWN ON DOCUMENT NO. 1141817; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, 40.00 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS EAST, 54.44 ALONG SAID EAST LINE TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY ILLINOIS.

ALSO,

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



PREPARED FOR:

REDWOOD USA, LLC
7007 EAST PLEASANT VALLEY ROAD
INDEPENDENCE, OH 44131
(216) 254-8425

PREPARED BY:

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9875
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO.: 848026 FILE NAME: PREOVER
DRAWN BY: BCD FLD. BK. / PG. NO.:
COMPLETION DATE: 06-10-2022 JOB NO.: 848.026
XREF : TOPO PROJECT MANAGER : KTS
REVISED: 2022-08-03/DDO, 2022-08-08/DDO
REVISED: 2022-08-11/DDO, 2023-01-18/DDO

EXHIBIT B

Preliminary Plat of PUD



LOCATION MAP

SITE DATA:

1. PROPOSED ZONING:	UR4
2. TOTAL AREA:	29.33a AC.
3. UNITS:	111 TOTAL UNITS
UNIT BREAKDOWN:	
33- WESTWOOD UNITS	(29.70%)
12- MEADOW UNITS	(10.81%)
7- CAPEWOOD UNITS	(8.31%)
32- WILLOWWOOD UNITS	(28.83%)
27- HAYDENWOOD UNITS	(24.35%)
111 TOTAL UNITS*	= 3.78 UNITS PER ACRE
4. DENSITY:	3.78 DU/AC.
5. BUILDING SEPARATIONS:	
SIDE TO SIDE	20 FT.
REAR TO SIDE	45 FT.
REAR TO REAR	50 FT.
FRONT TO FRONT	65 FT.
FRONT TO SIDE	65 FT.
6. BUILDING SETBACKS:	
FRONT YARD	20 FT. MIN. LOT
REAR YARD	30 FT.
INTERIOR SIDE	15 FT.
7. PARKING:	
REQUIRED	400
PROVIDED	226
GARAGE	226
DRIVEWAY	226
GUEST PARKING	28
TOTAL	480
8. IMPERVIOUS AREA:	8.36 AC. 28.5% OF TOTAL
9. F.O.W.:	0.27 AC.
10. F.A.R.:	0.16 AC.
11. MINIMUM LOTSIZE:	
PHASE 1 REQUIRED:	8.93 AC.
PHASE 1 PROVIDED:	12.86 AC.
PHASE 2 REQUIRED:	4.00 AC.
PHASE 2 PROVIDED:	8.07 AC.
12. PRIVATE DRIVE:	3400 L.F.

LINE LEGEND

—	SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
—	LOT LINE/PROPERTY LINE (Solid Line)
—	BUILDING LINE (Long Dashed Lines)
----	EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
----	CENTERLINE (Single Dashed Lines)
----	QUARTER SECTION LINE (Double Dashed Lines)
----	SECTION LINE (Triple Dashed Lines)
----	PHASE LINE/LOT LINE (Heavy Dashed Lines)
----	FLOODPLAIN LINE (Heaviest Dashed Lines)

BENCHMARK\CONTROL POINTS

ELEVATION REFERENCE MARK:
NGS MONUMENT M1012 (PID DM4221): IT IS 39.8 FT NORTH OF THE CENTERLINE OF IL ROUTE 173, 14.4 FT NORTHWEST OF THE END OF A CONCRETE CULVERT AND 1.0 FT. SOUTH OF AN ORANGE CARSONITE WITNESS POST. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 795.32 NAVD88

CONTROL POINTS:
CP #116: SET '4' IN TOP OF CONCRETE CURB ON THE SOUTH SIDE OF MONAVILLE ROAD APPROXIMATELY 146 FEET WEST OF THE WEST LINE OF THE SUBJECT SITE.
NORTHING: 2087727.43
EASTING: 1047936.06
ELEVATION: 787.49 NAVD 88
CP #120: SET '4' IN CONCRETE SIDEWALK ON EAST SIDE OF CEDAR LAKE ROAD APPROXIMATELY 148' NORTH OF THE CENTERLINE OF MONAVILLE ROAD.
NORTHING: 2087857.48
EASTING: 1049438.00
ELEVATION: 798.53 NAVD 88

NOTES

BOUNDARY INFORMATION BASED ON BOUNDARY SURVEY PERFORMED BY CEMCON, LTD. ON APRIL 21, 2022.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND DRAWINGS IN SURVEYOR'S POSSESSION. 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 STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT WAS PREPARED UNDER MY DIRECTION.

DAY OF 2023.

JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2023

PRELIMINARY P.U.D.

FOR

REDWOOD LAKE VILLA MONAVILLE ROAD

ALL THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MONAVILLE ROAD, EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD, 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING;

ALSO,

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

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ALSO,

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EXHIBIT C

Preliminary Engineering

TOPOGRAPHIC MAP
LAKE VILLA

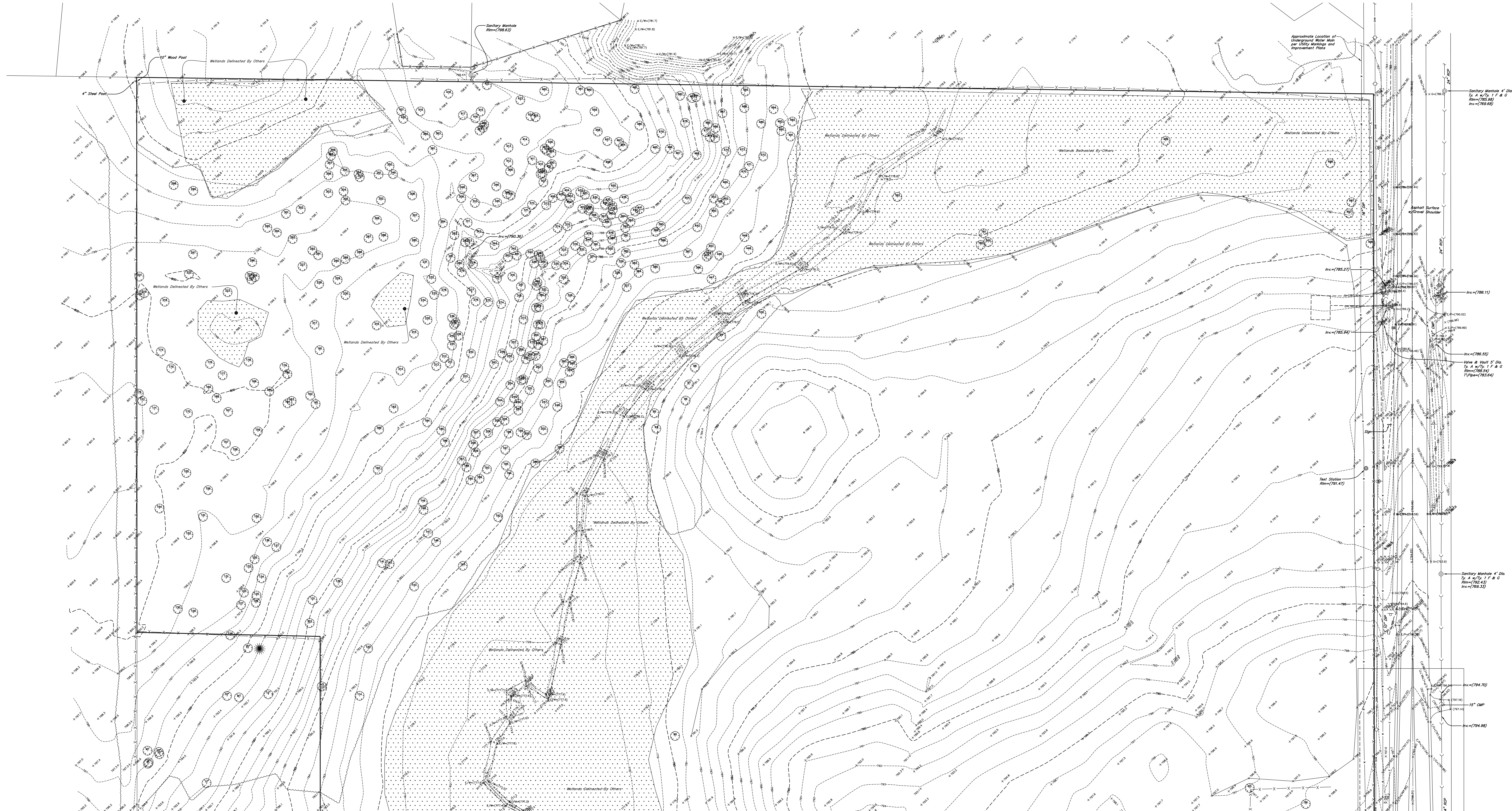
SHEET 1 OF 2



30 15 0 30
SCALE: 1 INCH = 30 FEET

LINE/SYMBOL/ABBREVIATION LEGEND

- BOUNDARY LIMITS
- ADJACENT PROPERTY OR R.O.W. LINE
- EASEMENT LIMITS
- OVERHEAD WIRES
- UNDERGROUND GAS LINE
- UNDERGROUND STORM LINE
- UNDERGROUND SANITARY LINE
- UNDERGROUND WATER LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND PHONE LINE
- FENCE
- BRUSH/TREE LINE
- STORM MANHOLE
- CATCH BASIN
- INLET
- DRAIN TILE
- SEPTIC TANK
- FIRE HYDRANT
- WATER VALVE
- VALVE VAULT
- WELL HEAD
- HAND HOLE
- LIGHT STANDARD
- UTILITY POLE
- GUY WIRE
- MAILBOX
- SIGN
- TELEPHONE JUNCTION BOX
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- CONCRETE SURFACE
- R.O.W.
- RIGHT OF WAY
- B-B
- BACK-TO-BACK
- E-E
- EDGE-TO-EDGE
- CONIFEROUS TREE w/TAG NUMBER
- DECIDUOUS TREE w/TAG NUMBER
- DEPRESSED CURB



BENCHMARK/CONTROL POINTS

ELEVATION REFERENCE MARK:

NGS MONUMENT M012 (DD IM4221). IT IS 39.9 FT NORTH OF THE CENTERLINE OF IL ROUTE 173, 14.4 FT NORTHWEST OF THE END OF A CONCRETE CULVERT AND 1.0 FT. SOUTH OF AN ORANGE CARSONITE WITNESS POST. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.
ELEVATION: 795.32 NAVD88

CONTROL POINTS:

CP #116: SET "4" IN TOP OF CONCRETE CURB ON THE SOUTH SIDE OF MONAVILLE ROAD APPROXIMATELY 145 FEET WEST OF THE WEST LINE OF THE SUBJECT SITE.
NORTHING: 2087727.43
EASTING: 1047936.06
ELEVATION: 787.49 NAVD 88

CP #120: SET "4" IN CONCRETE SIDEWALK ON EAST SIDE OF CEDAR LAKE ROAD APPROXIMATELY 148' NORTH OF THE CENTERLINE OF MONAVILLE ROAD.
NORTHING: 2087857.48
EASTING: 1049438.00
ELEVATION: 796.53 NAVD 88

NOTES

BOUNDARY INFORMATION BASED ON BOUNDARY SURVEY PERFORMED BY CEMCON, LTD. ON APRIL 21, 2022.

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PREPARED BY:
CEMCON, Ltd.

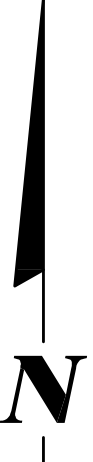
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
630.862.2100 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO.: 848026 FILE NAME: TOPO
DRAWN BY: AJB FLD. BK: / PG. NO.: E-13/55
COMPLETION DATE: 04-28-22 JOB NO.: 848.026

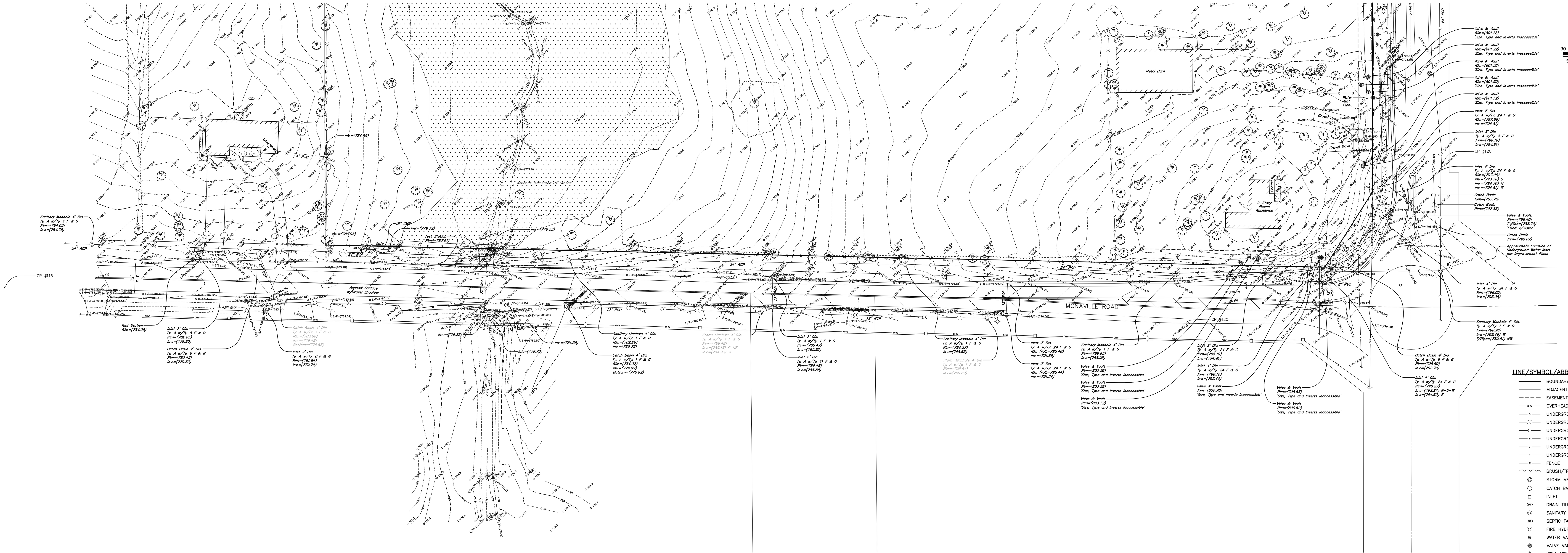
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TOPOGRAPHIC MAP
LAKE VILLA

SHEET 2 OF 2



30 15 0 30
SCALE: 1 INCH = 30 FEET

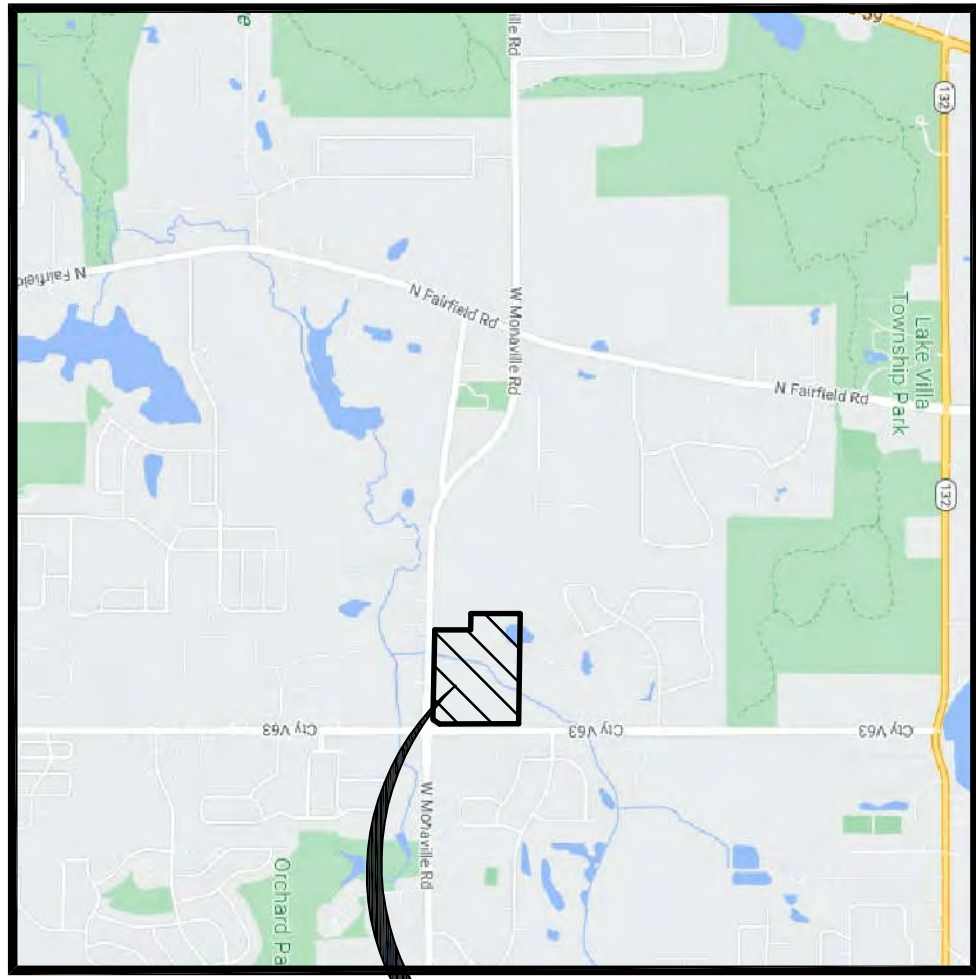


LINE/SYMBOL/ABBREVIATION LEGEND

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- BACK-TO-BACK
- E-E
- EDGE-TO-EDGE
- CONIFEROUS TREE w/TAG NUMBER
- DECIDUOUS TREE w/TAG NUMBER
- DEPRESSED CURB

A.L.T.A./N.S.P.S.
LAND TITLE SURVEY
PART OF THE E. HALF OF THE
NW QUARTER OF SECTION 8-45-10
LAKE COUNTY, ILLINOIS

LINE TABLE				
LINE	RECORD BEARING	MEASURED BEARING	RECORD LENGTH	MEASURED LENGTH
L1	(N 00°03'37" W)	(N 00°03'34" W)	(68.52')	68.52'
L2	(N 89°13'43" E)	(S 89°13'43" E)	(1286.12')	1286.12'
L3	(N 86°44'09" W)	(N 86°43'51" W)	(24.43')	24.43'
L4	(N 32°18'51" E)	(N 32°18'56" E)	(93.36')	93.36'
L5	(N 89°56'23" E)	(N 89°56'26" E)	(44.00')	44.00'
L6	(S 00°03'57" E)	(S 00°03'54" E)	(24.43')	24.43'



VICINITY MAP

SURVEYOR'S NOTES

- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEYING AND EXISTING RECORDS. THE SURVEYOR MAKES NO WARRANTY AS TO THE ACCURACY OF THE LOCATION OF ANY UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE TO HIM. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND IMPRESSED SEAL.
- EXEMPTIONS AND SEVENTHES SHOWN HEREON ARE BASED UPON A TITLE COMMENTARY ISSUED BY STEWART TITLE GUARANTY DENIED BY NUMBER 2280030303 WITH AN EFFECTIVE DATE OF JANUARY 20, 2022.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF SURVEY (SECTION 8-45-10) (N 00°03'34" E (ASSUMED)).
- DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
- MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- DIMENSIONS ENCLOSED IN () INDICATE RECORD OR DEED DATA. ALL OTHER DIMENSIONS ARE MEASURED OR RECORD EQUALS MEASURED.
- BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP PANEL NO. 1709020030K AND 1709020030K, THE PROPERTY DESCRIBED HEREON FALLS WITHIN ZONE OF SPECIAL FLOOD HAZARD. THE SURVEYOR HAS NO OPINION AS TO THE EXACT LOCATION OF THE FLOOD HAZARD AND RECOGNIZES THAT THE PROPERTY DESCRIBED HEREON IS NOT A FLOOD HAZARD.
- PARCEL CONTAINS 1.198435 S.F. OR 27.521 ACRES, MORE OR LESS AND MATHEMATICALLY CLOSES.
- ITEM 11 OF TABLE "A" OPTIONAL SURVEY REQUIREMENTS APPLICABLE BY ITEM 21 LIMITING UTILITY DATA TO SURFACE INDICATION ONLY. NO UTILITY DATA SHOWN SUPPLEMENTED BY ATLAS ETC.
- CHARACTER/LOCATION OF EVIDENCE OF VISIBLE OCCUPATION OR POSSESSION SHOWN ALONG PERMETER BOUNDARY OF SUBJECT SITE.
- POTENTIAL VISIBLE ENCROACHMENTS SHOWN, IF APPLICABLE (SURVEYOR HAS NO OPINION AS TO OWNERSHIP OF SAID ENCROACHMENTS).
- EVIDENCE OF VISIBLE UNDOCUMENTED EASEMENTS SHOWN, IF APPLICABLE.
- POSSIBLE NON-DOCUMENTED EASEMENTS FOR UTILITIES SHOWN WHERE DEDICATED & VISIBLE ON SURFACE.
- NO VISIBLE EVIDENCE OF CEMETERIES OR BURIAL GROUNDS OBSERVED.
- NO VISIBLE WATER FEATURES OBSERVED (I.E. STREAMS, PONDS, ETC.).
- NO GAPS OR OVERLAPS FOUND WITH RESPECT TO ADJOINING PROPERTIES AND RIGHTS OF WAY.
- THE PROPERTY MAPPED HEREON IS THE SAME AS THAT DESCRIBED IN THE TITLE COMMENTARY REFERENCED IN SURVEYOR'S NOTE #3.
- IMPROVEMENT PLANS FROM CENTRAL LAKE COUNTY JOINT ACTION WATER AGENCY FOR NORTHERN LEG OF WATER MAIN ALONG CEDAR LAKE ROAD NOT APPEAR IN TITLE COMMENTARY REFERENCED ABOVE.

PARCEL DESCRIPTION

THAT THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MONAVILLE ROAD, EXCEPT THE FOLLOWING DESCRIBED PARCELS:

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DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD AND THE EAST LINE OF SAID NORTHWEST QUARTER, THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST PARALLEL WITH THE CENTER LINE OF SAID ROAD, 190.18 FEET TO THE WEST LINE OF THE EAST PARALLEL WITH THE CENTER LINE OF SAID ROAD, THENCE SOUTHWESTERLY ALONG THE WEST LINE OF THE EAST PARALLEL WITH THE CENTER LINE OF SAID ROAD, 190.18 FEET TO THE PLACE OF BEGINNING.

ALSO,

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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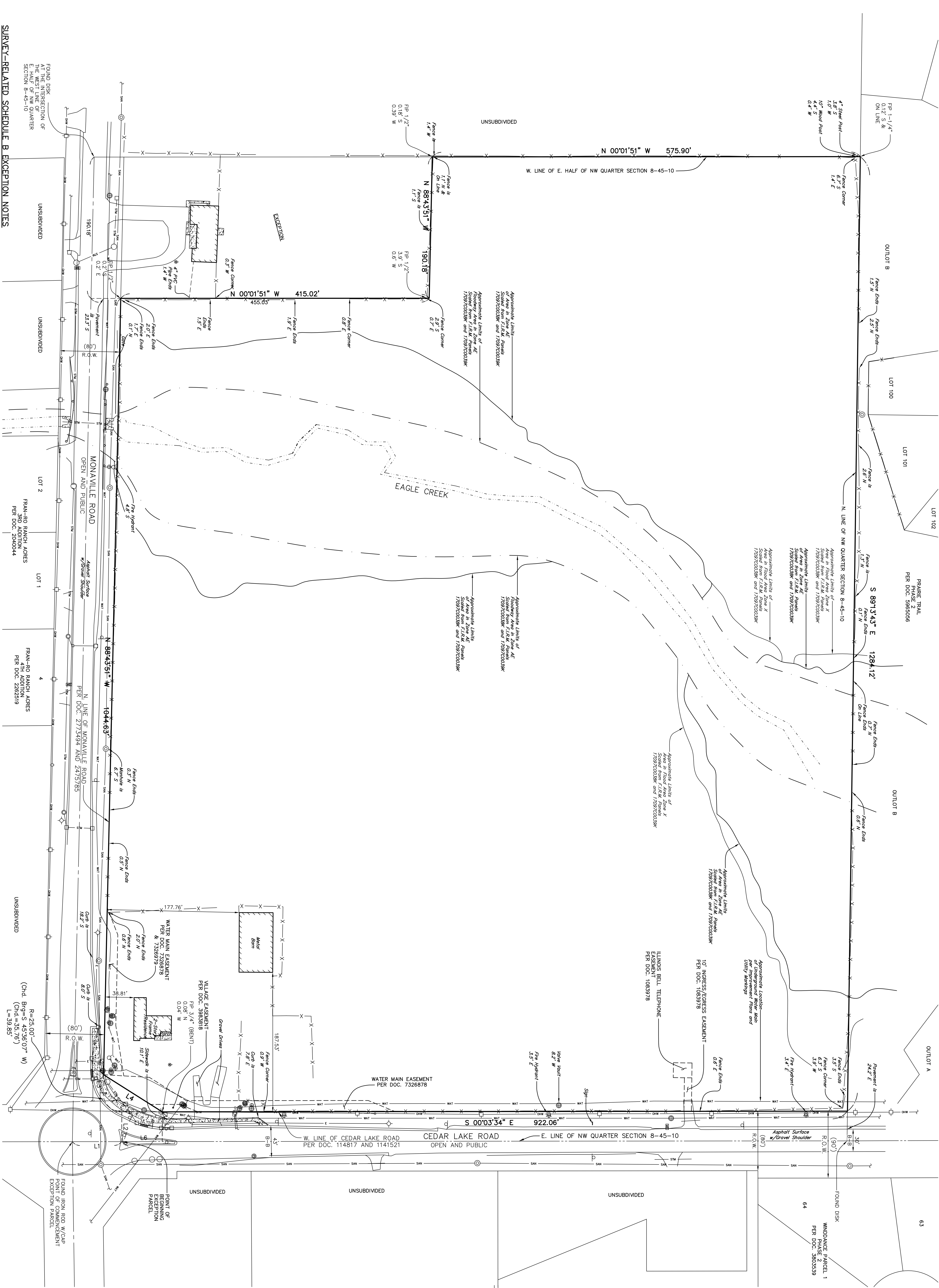
SURVEYOR'S CERTIFICATE

TO: STEWART TITLE GUARANTY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, ILLINOIS, AND THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE TO HIM. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

DATE OF PLAT: JANUARY 20, 2022

JEFFREY R. PANKOW, LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2022
CENMCON, LTD., 2289 W. 11TH AVE., SUITE 100, CHICAGO, ILLINOIS 60602-8675 PH: 630.862.2100 FAX: 630.862.2199
DSC NO. 848008 CENMCON, LTD. FILE NAME: ALTA
DRAWN BY: A81 COMPLETION DATE: 05-02-22 / JOB NO.: 046.026



LINE SYMBOL/ABBREVIATION LEGEND

- BOUNDARY LIMITS
- ADJACENT PROPERTY OR R.O.W. LINE
- EASEMENT LIMITS
- OVERHEAD WIRES
- UNDERGROUND STORM LINE
- UNDERGROUND SANITARY LINE
- UNDERGROUND WATER LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND PHONE LINE
- FENCE
- STORM MANHOLE
- CATCH BASIN
- INLET
- SANITARY MANHOLE
- SEPTIC TANK
- FIRE HYDRANT
- WATER VALVE
- WATER MALT
- WELL HEAD
- HAND HOLE
- LIGHT STANDOFF
- UTILITY POLE
- DOT MARK
- MALBOX
- SON
- TELEPHONE JUNCTION BOX
- TELEPHONE MANHOLE
- TELEPHONE PEDestal
- CONCRETE SURFACE
- RIGHT OF WAY
- BACK-TO-BACK
- EDGE-TO-EDGE
- DEPRESSED CURB

SCALE: 1 INCH = 50 FEET



PLAT OF SURVEY

OF

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



20 10 0 20
SCALE: 1 INCH = 20 FEET

SURVEYOR'S NOTES

COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCE IMMEDIATELY.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND IMPRESSED SEAL.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF THE SUBJECT SITE BEING S 00°01'51" E (ASSUMED).

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

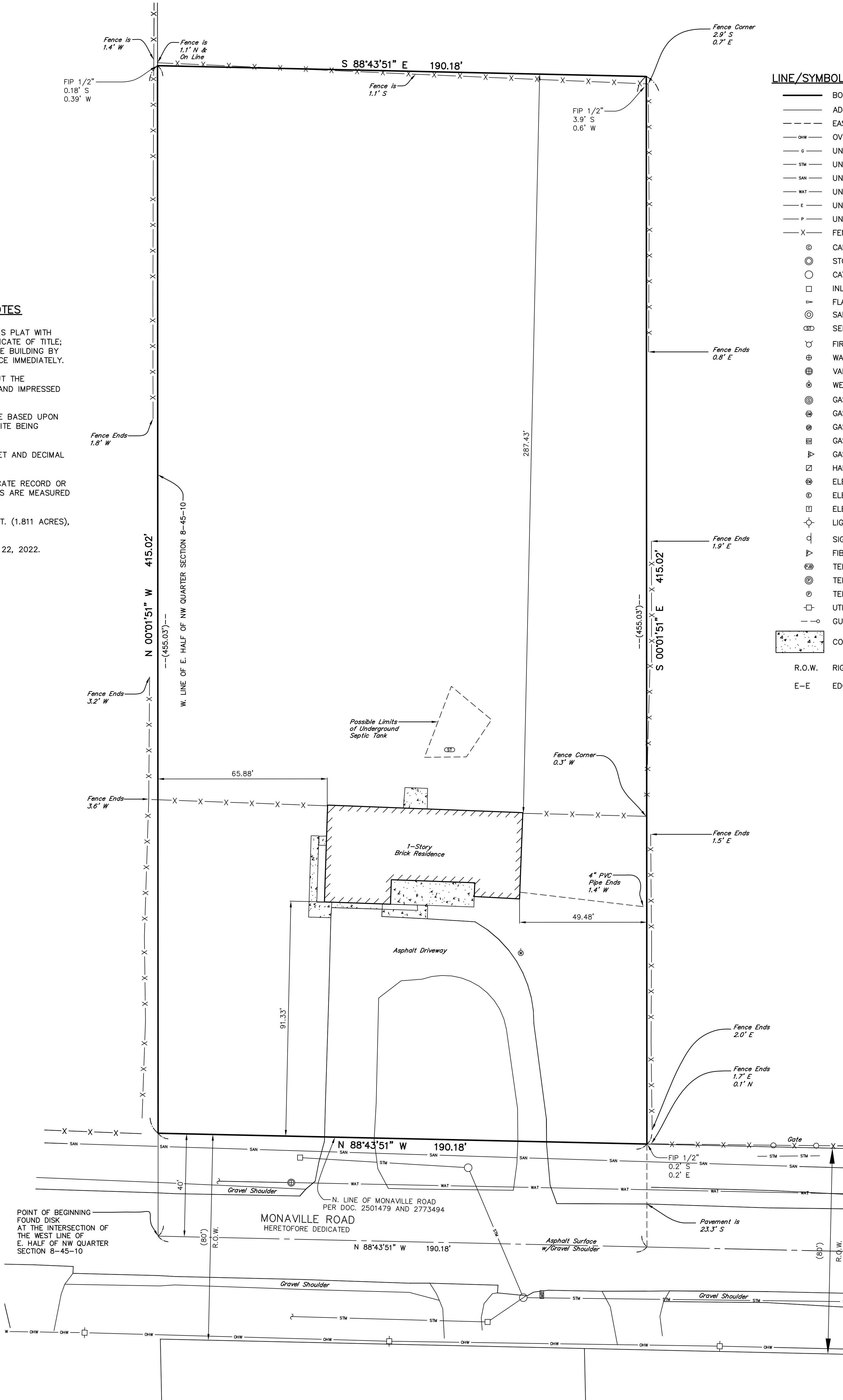
DIMENSIONS ENCLOSED IN () INDICATE RECORD OR DEED DATA. ALL OTHER DIMENSIONS ARE MEASURED OR RECORD EQUALS MEASURED.

PROPERTY CONTAINS 78,908 SQ. FT. (1.811 ACRES), MORE OR LESS.

FIELD WORK COMPLETED ON APRIL 22, 2022.

LINE/SYMBOL/ABBREVIATION LEGEND

—	BOUNDARY LIMITS
—	ADJACENT PROPERTY OR R.O.W. LINE
- - -	EASEMENT LIMITS
— OHW —	OVERHEAD WIRES
— G —	UNDERGROUND GAS LINE
— STM —	UNDERGROUND STORM LINE
— SAN —	UNDERGROUND SANITARY LINE
— WAT —	UNDERGROUND WATER LINE
— E —	UNDERGROUND ELECTRIC LINE
— P —	UNDERGROUND PHONE LINE
— X —	FENCE
⊙	CABLE TV PEDESTAL
⊙	STORM MANHOLE
○	CATCH BASIN
□	INLET
▽	FLARED END SECTION
⊙	SANITARY MANHOLE
⊙	SEPTIC TANK
⊙	FIRE HYDRANT
⊕	WATER VALVE
⊕	VALVE VAULT
⊕	WELL HEAD
⊕	GAS MANHOLE
⊕	GAS METER
⊕	GAS REGULATOR
⊕	GAS VALVE
⊕	GAS MARKER POST
⊕	HAND HOLE
⊕	ELECTRIC METER
⊕	ELECTRIC PEDESTAL
⊕	ELECTRIC TRANSFORMER
⊕	LIGHT STANDARD
⊕	SIGN
⊕	FIBER OPTIC MARKER POST
⊕	TELEPHONE JUNCTION BOX
⊕	TELEPHONE MANHOLE
⊕	TELEPHONE PEDESTAL
⊕	UTILITY POLE
⊕	GUY WIRE
⊕	CONCRETE SURFACE
R.O.W.	RIGHT OF WAY
E-E	EDGE-TO-EDGE



SURVEYOR'S CERTIFICATE

I, JEFFREY R. PANKOW, ILLINOIS PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY DIRECTION AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

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

JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2022
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2023

PREPARED BY:



CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
www.cemcon.com

DISC NO.: 848026 FILE NAME: PLAT OF SURVEY-JOHNSON
DRAWN BY: AJB FLD. BK. / PG. NO.: E-13\55
COMPLETION DATE: 08-02-22 JOB NO.: 848.026

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EXHIBIT D

Preliminary Stormwater Report

848.026

062-052118
LICENSED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

630-862-2100

PRELIMINARY STORMWATER MANAGEMENT
ANALYSIS AND REPORT
FOR
REDWOOD LAKE VILLA MONAVILLE ROAD
LAKE VILLA, ILLINOIS

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PRELIMINARY STORMWATER MANAGEMENT
ANALYSIS AND REPORT
FOR
REDWOOD LAKE VILLA MONAVILLE ROAD
LAKE VILLA, ILLINOIS

EXHIBITS

EXHIBIT A	SITE LOCATION & AERIAL MAP
EXHIBIT B	USDA NRCS SOILS MAP
EXHIBIT C	FEMA FLOOD INSURANCE RATE MAP NUMBER 17097C0038K and 17097C0039K (SEPTEMBER 18, 2013)
EXHIBIT D	RELEVANT PERMITS
EXHIBIT E	"WITHOUT PROJECT" CONDITION HYDROLOGY <ul style="list-style-type: none">• EXISTING CONDITIONS WATERSHED EXHIBIT• "EXIST" PONDPACK OUTPUT AND INPUT FILES• PONDPACK SUPPORT CALCULATIONS
EXHIBIT F	"WITH PROJECT" CONDITION HYDROLOGY <ul style="list-style-type: none">• PROPOSED CONDITIONS WATERSHED EXHIBIT• "PRELIM" PONDPACK OUTPUT AND INPUT FILES• PONDPACK SUPPORT CALCULATIONS
EXHIBIT G	WETLAND DELINEATION REPORT BY MIDWEST ECOLOGICAL, INC. (UNDER SEPARATE COVER AND WILL BE SUBMITTED WITH FINAL)
EXHIBIT H	RUNOFF VOLUME REDUCTION (RVR) CALCULATIONS
EXHIBIT I	ELECTRONIC COPY OF HYDROLOGIC MODELS

PRELIMINARY STORMWATER MANAGEMENT
ANALYSIS AND REPORT
FOR
REDWOOD LAKE VILLA MONAVILLE ROAD
LAKE VILLA, ILLINOIS

1.0 PROJECT DESCRIPTION

The Redwood Lake Villa Monaville Road subdivision proposed by Redwood USA, LLC is a 29.3± acre subdivision with 114 total rental townhome units. The 29.3± acre parcel is situated on the northwest corner of W Monaville Road and S Cedar Lake Road in the Village of Lake Villa (see Exhibit A for a Location Map). Site infrastructure improvements (see Final Engineering Plans under separate cover) will include the construction of sanitary sewers, watermains, stormwater drainage and conveyance facilities, and a stormwater management facility, which will be vegetatively stabilized for stormwater discharge control. The purpose of this Stormwater Management Analysis and Report is to summarize the hydrologic and hydraulic analyses performed to define the Existing Conditions and to demonstrate that, when constructed in conformance with the Engineering Plans, the development will comply with Local, State and Federal laws and regulations.

2.0 SPECIAL MANAGEMENT AREAS

During the Project-Planning Phase, the subject site was evaluated for the presence of Special Management Areas defined as regulatory floodplains/floodways and wetland habitat. This evaluation consisted of a detailed review of available Topographic, Wetland and FEMA Maps, and a wetland delineation completed by Midwest Ecological. Following is an account of the sources referenced and procedures employed in conducting the Special Management Area assessment for the Project.

A. Floodplain/Floodway

According to FEMA FIRM Panel 17097C0038K and 17097C0039K (September 18, 2013), the site includes Zone AE floodplain located in the center of the property. Refer to Exhibit C for a copy of the effective FIRM panel.

B. Wetlands

A Wetland Delineation Report was prepared by Midwest Ecological, Inc. for the subject site and wetlands. The wetlands were delineated and located at the center portion of the site running from the northern to southern property line. Section 4.0 in this Report will discuss management of the wetlands in proposed conditions.

3.0 EXISTING “WITHOUT PROJECT” CONDITION

A. Description

The subject property includes two residential home and the remainder of the site is agricultural farmland and Eagle Creek that runs from north to south. The site is bordered by existing residential to the north, W. Monaville Road to the south, agricultural farmland to the west, and S. Cedar Lake Road to the east. The majority of the subject property drains to the center of the site where Eagle Creek runs through the site, a small portion of the northwest corner drains to the existing wetland located at the northwest corner of the site and continues offsite to the north. The existing wetland includes both onsite and offsite area that drains to the wetland. The existing wetland overtops to the southeast draining through the site to Eagle Creek (refer to Exhibit E for the Existing Conditions Watershed Exhibit). The site drains into Eagle Creek that includes wetland located along the creek and continues south under W. Monaville Road, via a 72” storm sewer, and continues south. Based on a review of the Soil Survey, the existing soils are classified as type B & C soils (see Exhibit B).

B. Methods

CEMCON, Ltd. has performed a detailed topographic analysis and generated one-foot (1') contours on the Redwood Living site and as well as obtained a one-foot (1') Lake County Topography Map for the area adjacent to the site, supplemented by the Plans and Report. PondPack was chosen as the hydrologic model for this proposed Project for its capability to

model dynamic tailwater conditions anticipated in proposed conditions. The following methodology and procedures were used in determining the hydrologic parameters.

Runoff Curve Numbers - Existing land use within the Project site is generally row crop agricultural and woods. Based on a review of the USDS NRCS Soil Map (see Exhibit B), the hydrologic soil types for this Project are type A, B and C. This information was used to complete Worksheet 2 from the TR-55 Hydrology Manual and calculate composite runoff curve numbers (CN) for each sub-basin contained in the watershed. The Existing Conditions CN documentation for the watershed is provided in Exhibit E.

Time of Concentration - The time of concentration (T_c) was calculated using SCS TR-55 methodology. The T_c calculations were performed for flow paths representing the travel from the hydraulically most distant point of the watershed to the point of interest. The T_c documentation for the Project site is provided in Exhibit E.

Precipitation Data/Rainfall Distribution - Updated Bulletin 75 northeast rainfall values (March 2020 revision) with Huff rainfall distributions were selected for the hydrograph method. Storage volumes were evaluated based on the 100-Year frequency 24-Hour duration event measuring 8.54 inches of precipitation and the Huff 3rd quartile rainfall distribution. As part of this analysis, a critical duration analysis was performed from the 1-Hour through the 48-Hour events to determine the peak flow rates for each storm event.

Stage vs. Storage and Stage vs. Discharge Relationships - Stage vs. storage relationships developed for storage areas were measured in AutoCAD at regular intervals corresponding to the level of potential inundation, and the volume was calculated by the method of average area times the incremental interval. Stage vs. discharge relationships were developed in PondPack for all possible combinations of headwater and tailwater. PondPack was then run dynamically to evaluate the headwater and tailwater at each time step to determine the flow through each structure. Supporting documentation for the Existing Conditions is provided in Exhibit E.

This information was used to develop an Existing Condition Hydrologic Model for the entire watershed. A detailed hydrologic analysis of the existing conditions of the site and the upstream tributary area has been prepared using the PondPack 8Vi hydrologic analysis software. The PondPack 8Vi uses the SCS Method for developing hydrographs; however, it also allows for

dynamic modeling of drainage systems. See Exhibit E for the Existing Conditions PondPack model and its output. A summary of Existing Conditions peak flows to the Outfalls compared to the Proposed Conditions can be found later in the Report under Section 4.0. Table 1 lists the peak flows for the 100-Year, 24-Hour rainfall, as well as the peak flows during the 2-Year, 24-Hour rainfall.

Table 1
Existing Condition Peak Flows

PondPack ID	Area (Ac.)	100-Year, 24-Hour Peak Flow (cfs)	2-Year, 24-Hour Flow (cfs)
O-1	28.79	14.68	3.77

Refer to Exhibit E for the complete calculations and supporting documentation.

4.0 PROPOSED “WITH PROJECT” CONDITION

A. Description

In accordance with the Village of Lake Villa and Lake County Stormwater Management Ordinance, any proposed site development which would affect the discharge of stormwater requires stormwater management to protect downstream properties. The subject site is tributary to Eagle Creek which has a watershed specific release rate. The Stormwater Management Facilities (SWMFs) are configured to restrict site rainfall-runoff via restrictor structures to 0.02 cfs/Ac. for the 2-Year 24-Hour storm and 0.09 cfs/Ac. for the 100-Year 24-Hour storm of developed area.

The development will incorporate four SWMFs, three will be located west of the Creek and one will be located east of the Creek. (refer to Exhibit F for the Proposed Conditions Watershed Exhibit). SWMF 01 is located east of the Creek and will drain directly to the Creek. SWMF 1 includes an offsite area that consists of a portion of Monaville Road and Cedar Lake Road, which drains directly to the site and will be bypassed through the SWMF (Subareas 012 and 013). SWMF 02 & 03 will be equalized and will drain directly to the Creek. SWMF 04 is located

at the northwest corner of the site and will drain to SWMF 03. The overtopping flow of wetland 001 will be bypassed through SWMF 03 and 04.

B. Hydrologic Analysis

The required detention was calculated in order to meet the requirements of Lake County Stormwater Ordinance. A "PRELIM" PondPack Model was created to simulate the Proposed Conditions of the Site modeling the 100-Year 24-Hour event and the 2-Year 24-Hour event. A high water level (HWL) was established for each basin based on an allowable release rate. The allowable release rate of 100-Year event of 0.09 cfs/Ac. and 2-Year event of 0.02 cfs/Ac. of onsite tributary area was used for the site. All onsite release rate and onsite storage required is summarized in Table 2 below. See Exhibit F for the supporting documentation and "PRELIM" PondPack model.

Table 2
Prop Model
Allowable Release Rate

100YR Storm:	24
Onsite Allowable Release Rate (cfs/Ac.):	0.09
Development Area (Ac.):	22.59
Allowable Release (cfs):	2.03
Total Bypass Flow Into Site	
(Subarea 012, 013, & Wetland 001) (cfs):	1.06
Total Allowable Release Plus Bypass:	3.09
Proposed Developed Release (O-1, O-2, & O-5) (cfs):	3.07

		OVERFLOW	STORAGE REQUIRED	STORAGE PROVIDED
SWMF-01:	786.77	787.00	6.64	7.07
SWMF-02:	784.38	785.00	1.55	1.97
SWMF-03:	784.42	785.00	0.77	0.94
SWMF-04:	793.76	796.00	0.16	0.50

2YR Storm:	24
Onsite Allowable Release Rate (cfs/Ac.):	0.02
Development Area (Ac.):	22.59
Onsite Allowable Release (cfs):	0.45
Total Bypass Flow Into Site	
(Subarea 012, 013, & Wetland 001) (cfs):	0.30

Total Allowable Release Plus Bypass:	0.75
Proposed Developed Release (O-11) (cfs):	0.64

The results demonstrate that 9.12 Ac.-Ft. of detention is required for Proposed Conditions. Furthermore, the proposed development will have additional storage that will provide a benefit to the downstream watershed.

The "PRELIM" PondPack model utilized a constant tailwater, utilizing the 10-Year BFE for Eagle Creek. The proposed restrictors were sized utilizing the "PRELIM" PondPack model. Table 3 summarizes the 2-Year and 100-Year event critical duration flows.

Table 3
Proposed Conditions Analysis

**PROJECT: REDWOOD LIVING – LAKE
VILLA
PREPARED BY: CEMCON, Ltd.**

Critical Duration Analysis

100YR Storm:	1	2	3	6	12	18	24	48
Total Proposed Release (cfs):	2.38	2.62	2.73	2.87	2.98	3.06	3.07	2.98
Total Existing Release (O-1) (cfs):	75.34	62.59	50.71	33.63	22.72	18.07	14.68	10.22

SWMF 01:	784.61	785.19	785.48	785.95	786.38	786.65	786.77	786.79
SWMF 02:	783.15	783.61	783.82	784.06	784.26	784.42	784.38	784.01
SWMF 03:	783.18	783.64	783.85	784.09	784.30	784.45	784.42	784.04
SWMF 04:	794.09	794.22	794.23	794.15	794.10	793.37	793.76	793.34

2YR Storm:	1	2	3	6	12	18	24	48
Total Proposed Release (cfs):	0.45	0.51	0.53	0.57	0.61	0.63	0.64	0.63
Total Existing Release (O-1) (cfs):	7.66	8.18	7.43	5.66	4.77	4.49	3.77	2.91

As identified by Midwest Ecological in their Wetland Delineation Report, there are wetlands located along the creek and in the northwest corner of the property; therefore, the proposed development should minimize any direct or indirect impacts to the wetland per Section 1006 of the Ordinance. A development is considered to have an indirect impact if the following limitations are exceeded:

- The development design shall maintain between 80% to 150% of the existing condition, 2-Year, 24-Hour storm event runoff volume from the onsite tributary drainage area to the preserved Isolated Waters of Lake County.

Table 4 below summarizes the analysis for the wetlands (PondPack ID Wetland 001). Based on the results below, it can be concluded that the proposed development runoff for the 2-Year 24-Hour storm will remain in the requisite range to the regulatory wetland. Supporting documentation can be found in Exhibit F. Furthermore, refer to Table 4 for Existing and Proposed Water Surface Elevations for Wetland 001.

Table 4: Wetland Analysis Summary

Existing Wetland

		100Yr-24Hr
Existing Wetland:	Runoff volume (Ac.-Ft.)	0.53
Proposed Wetland:	Runoff volume (Ac.-Ft.)	0.56
		106%

5.0 RUNOFF VOLUME REDUCTION

The Lake County Watershed Development Ordinance (LCWDO) includes requirements for sites to provide Water Quality Treatment and Runoff Volume Reduction (RVR) controls to help promote infiltration and minimize site stormwater runoff. The proposed development has been designed to incorporate methods of runoff reduction from the site. Listed below is the RVR hierarchy with rationale for the selection of measure.

- A.** Preservation and enhancement of the stormwater management benefits of the natural resource features of the development site (e.g., areas of Hydrologic Soil Groups A and

B, floodplains, Waters of the United States, Isolated Waters of Lake County, channels, drainageways, prairies, savannas, and woodlands); the site wetlands have been preserved.

- B.** Minimization or disconnection of impervious surfaces; N/A.
- C.** Enhancement of the infiltration and storage characteristics of the development site using appropriate Best Management Practices; the site SWMF have been designed to include native plantings.
- D.** The use of open channels with native vegetation to convey stormwater runoff; the site SWMF have been designed to include native plantings.
- E.** Structural measures that provide water quality and volume reduction; N/A.
- F.** Structural measures that provide only volume reduction or other rainwater harvesting practices; N/A.
- G.** Measures that provide water quality and quantity control; water quality requirements have been met with the storage provided below NWL.
- H.** Measures that provide only quantity control; N/A.

The proposed development has been designed to utilize the existing wetlands to promote filtration and infiltration through increased travel time and passing through native plantings. The SWMF itself is designed as a wetland basin incorporating native plantings.

The existing 2-Year, 24-Hour runoff amount to the wetlands is 0.53 Ac.-Ft. The proposed 2-Year, 24-Hour runoff to the wetland is 0.56 Ac.-Ft. This complies with the LCWDO requirements of maintaining 80-150% of the existing hydrology to wetlands. Also, the 0.53 Ac.-Ft. of the existing runoff has been preserved. According to Section 503.02–B.3 of the LCWDO, the preserved 2-Year, 24-Hour runoff volume to an existing Isolated Wetland of Lake County can be utilized to comply with the RVR requirement.

Therefore, the total RVR volume is 0.53 Ac.-Ft. or 23,087 C.F. When dividing by the amount of impervious area on the site (8.36 acres), this yields an RVR quantity of 2761 cubic feet per acre. According to the RVR Chart included within the LCWDO, this results in a Runoff Volume Reduction for 80% of Rainfall Events (see Exhibit H).

6.0 WATER QUALITY TREATMENT

In addition to the Runoff Volume Reduction discussed in Section 7.0 above, the LCWDO also requires a development to provide a certain amount of Water Quality Treatment Volume. According to Section 504.02 of the LCWDO, a Water Quality Treatment Volume equivalent to 0.01 inch of runoff for every 1% impervious area on the site should be detained. The proposed development has 8.36 acres of impervious area on the 29.3 acre site, resulting in a site that is 28.5% impervious. The required water quality volume is calculated as follows:

$$0.01 \text{ inches} / \% * 28.5\% = 0.29 \text{ inches of runoff}$$

$$(0.29 \text{ inches} / 12) * 8.36 \text{ acres of impervious area} = 0.20 \text{ acre-feet}$$

The site SWMFs have been designed to provide storage volume below NWL. A volume of 7.54 Ac.-Ft. has been provided below the NWL of the proposed SWMF. Therefore, the total Water Quality Treatment volume provided is 7.54 Ac.-Ft., which surpasses the required volume calculated above (0.20 Ac.-Ft.).

7.0 STORMWATER SYSTEMS MAINTENANCE PLAN

The Applicant shall be responsible for the periodic monitoring and maintenance of all Stormwater Management and Stormwater Conveyance Facilities systems include, but are not limited to, (a) storm sewers, storm drains, inlets, manholes, catch basins and appurtenances, (b) swales and overland drainageways, (c) all containment berms and all stormwater storage facilities, (d) all landscaping and vegetative cover around and within stormwater conveyance and stormwater storage facilities, and (e) all permanent erosion and sedimentation control devices. The programs for monitoring and maintaining the Stormwater Management and/or Water Conveyance Facilities/Systems imposed under this Plan shall include the following components and procedures:

- a.** Storm sewers, storm drains and other drainage appurtenances, including manholes and inlets, shall be kept clear of sediment and debris, retained at the elevations, lines and

grades intended, and maintained in an operable condition capable of conveying storm water runoff.

- b. Swales and overland drainage ways shall be maintained to the line and grade established on the Site Development Plan documents to convey stormwater runoff in a free and unobstructed manner. Landscape planting, earthen fill, or other obstructions that impede the flow of stormwater shall be removed, the area regraded, and a vegetative cover shall be reestablished to deter erosion.
- c. The proper function of the stormwater management system is dependent upon maintaining both the structural integrity and the minimum elevation of the containment berms, and it is also essential that the volume of potential storage available within the stormwater management facility be preserved. Substantial regrading, placement of earthen fill, or other earthwork operations that would change the elevation, impair the structural integrity, or diminish the volume contained within the basin shall be prohibited. Containment berms shall be maintained at the minimum elevations noted on the Site Development Plan documents and in good structural condition.
- d. A vegetative cover around and within the SWMF is essential for the prevention of soil erosion and the deposition of sediments within the basin. The periodic replanting and replacement of vegetation shall be required, when necessary, to maintain the vegetative cover.
- e. Temporary sediment traps, siltation fences, or ditch checks, as well as those permanent facilities including catch basins and inlets shall be periodically cleaned of sediment and debris and/or replaced and restored to operable conditions.

8.0 SUMMARY

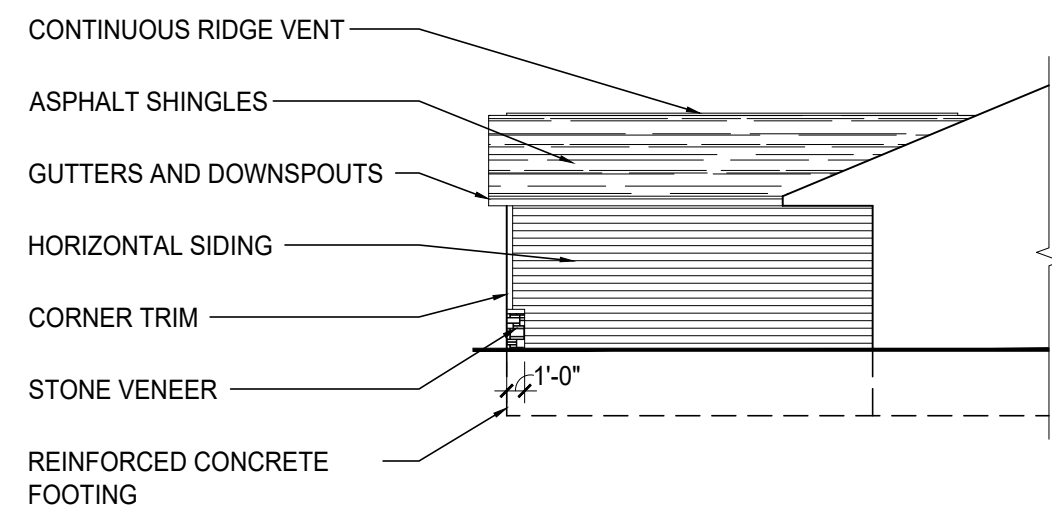
Redwood USA, LLC proposes to develop Redwood Lake Villa in a manner that is consistent with the Lake County Stormwater Ordinance and all applicable Lake Villa Ordinances. A detailed hydrologic analysis was performed utilizing PondPack software to verify compliance with the County and Village Ordinance, and to demonstrate that the proposed Project will provide a benefit to the receiving drainage systems.

EXHIBIT E

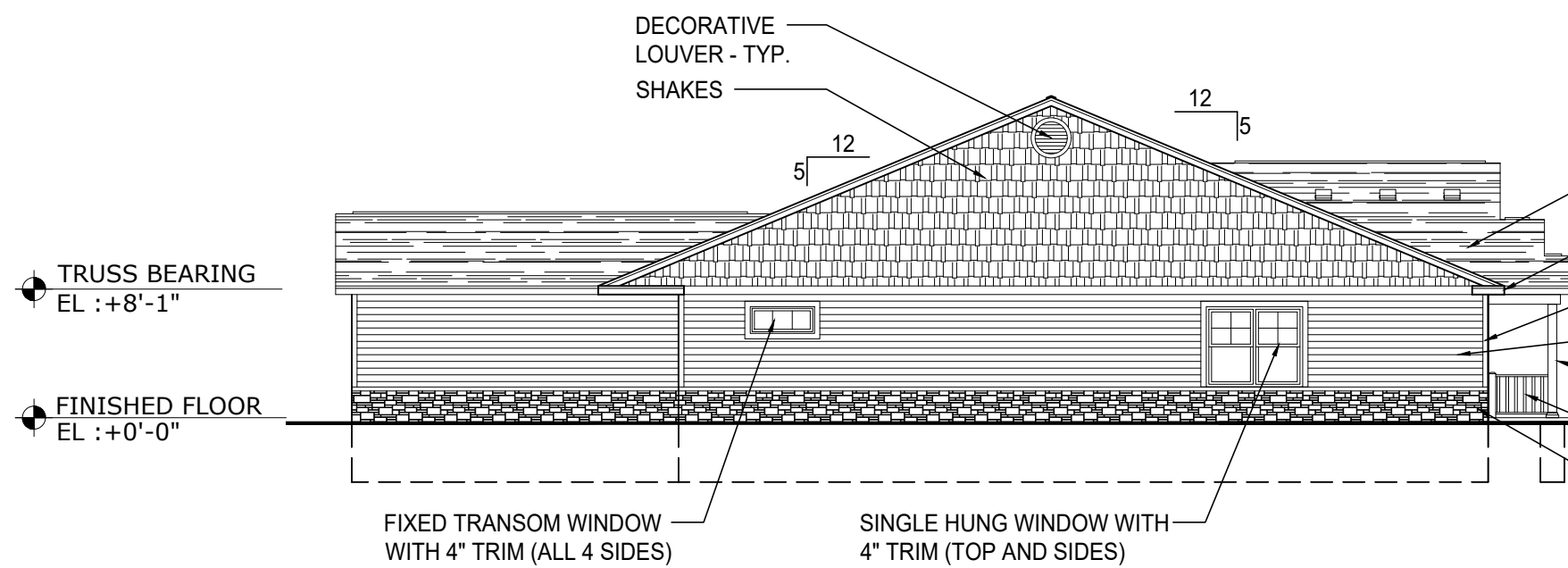
Preliminary Floor Plans/
Elevations



5 PARTIAL SIDE ELEVATION
HAYDENWOOD
SCALE: 3/32" = 1'-0"

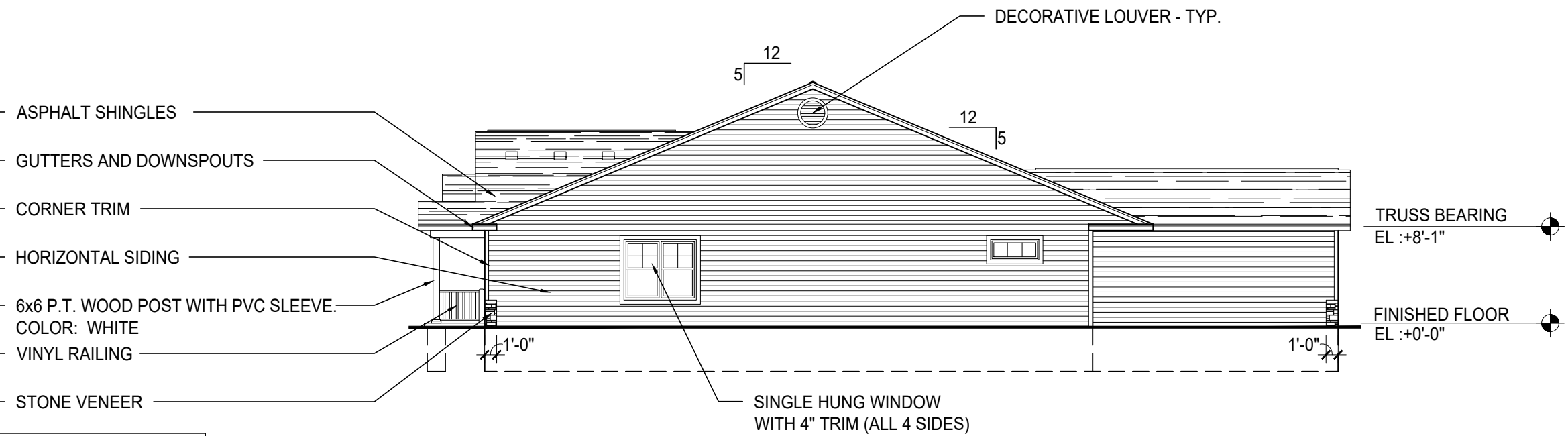


4 HIGH PROFILE SIDE ELEVATION
HAYDENWOOD
SCALE: 3/32" = 1'-0"

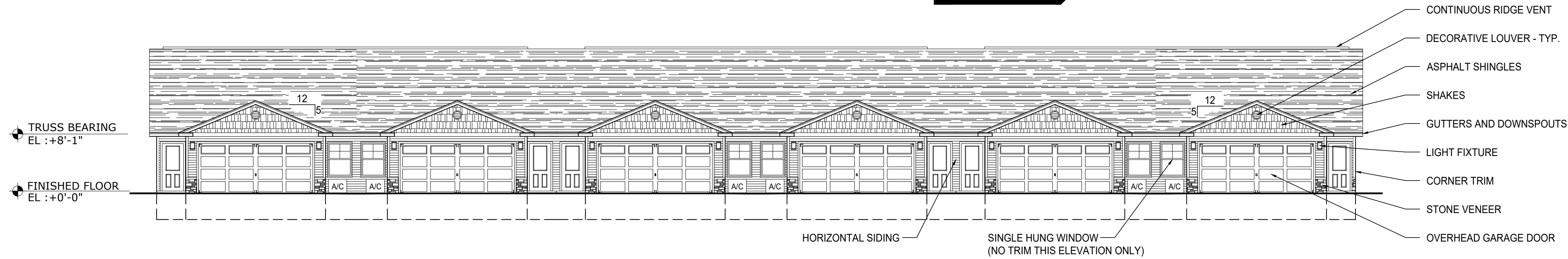


NOTE:
HIGH PROFILE SIDE
ELEVATION OCCURS AT
STREET VIEW ONLY

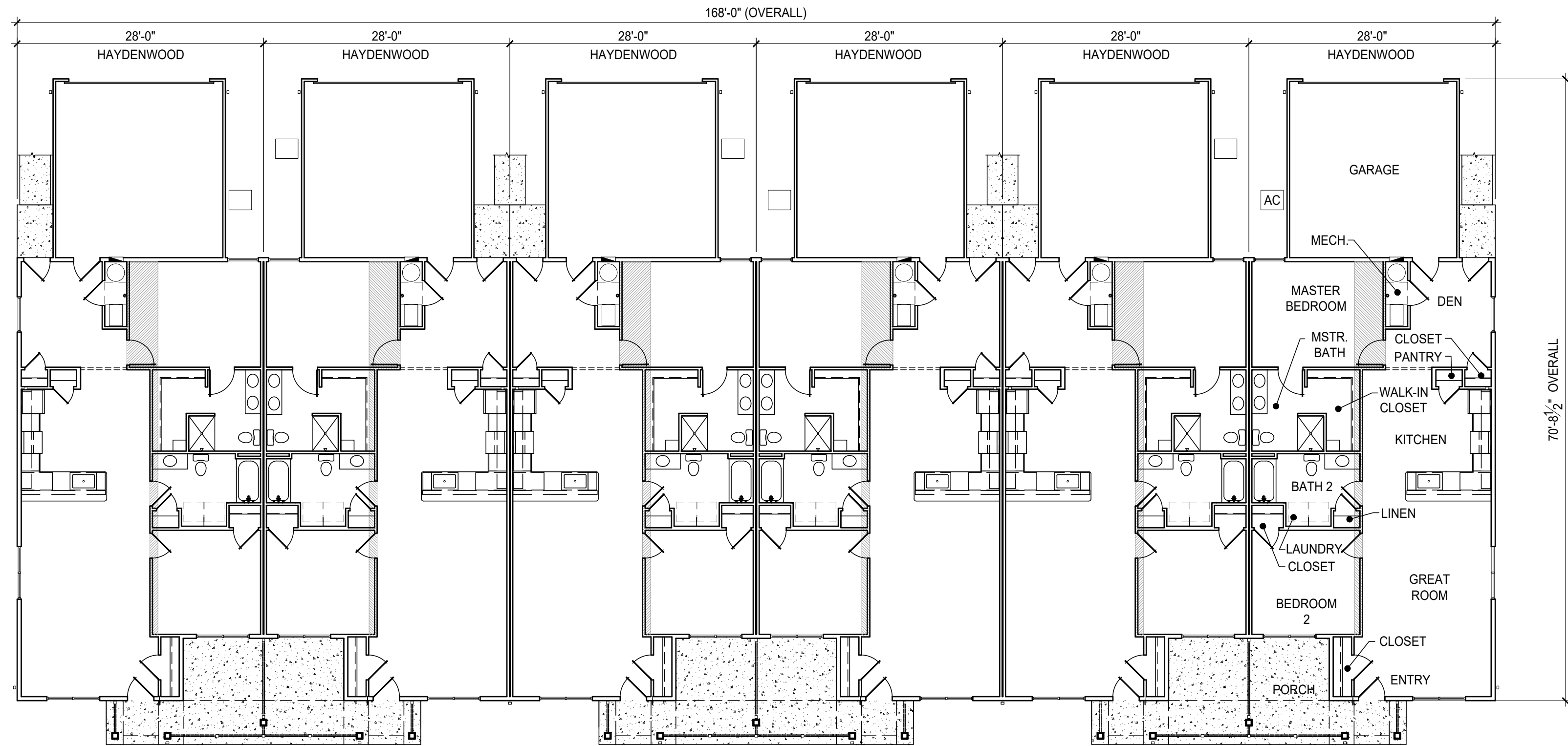
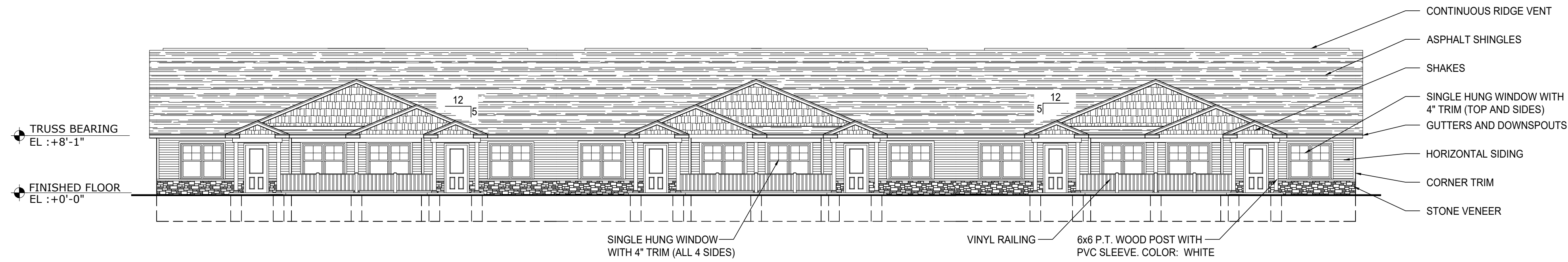
3 STANDARD SIDE ELEVATION
HAYDENWOOD
SCALE: 3/32" = 1'-0"



2 REAR ELEVATION
HAYDENWOOD
SCALE: 3/32" = 1'-0"



1 FRONT ELEVATION
HAYDENWOOD
SCALE: 3/32" = 1'-0"



OVERALL FLOOR PLAN
HAYDENWOOD
SCALE: 3/32" = 1'-0"

EXTERIOR FINISH MATERIAL SELECTIONS		
ITEM:	MATERIAL / STYLE:	COLOR:
DECORATIVE LOUVER	VINYL	WHITE
ASPHALT SHINGLES	DIMENSIONAL 30 YEAR LAMINATED	WEATHERED WOOD
GUTTERS AND DOWNSPOUTS	PREFINISHED ALUMINUM	WHITE
HORIZONTAL SIDING	VINYL	VARIES
SHAKES	VINYL	VARIES
CORNER TRIM	VINYL	WHITE
STONE VENEER	PRESTIGE	OHIO SOUTHERN LIMESTONE
OVERHEAD GARAGE DOOR	RAISED PANEL PAN STEEL	WHITE
SINGLE HUNG	VINYL	STANDARD WHITE WITH COLONIAL PATTERN FLAT GRIDS

NOTE:
ADDRESS FOR EACH UNIT TO BE PLACED IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD.

PRELIMINARY

NOTE!!!
THIS DRAWING IS NOT
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phone 330.666.5770
fax 330.666.8812
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Fairlawn, OH 44333

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BUILDING FLOOR PLAN AND ELEVATIONS

PROJECT #: 06422 DATE: AUGUST 15, 2022

REDWOOD LAKE VILLA W. MONAVILLE

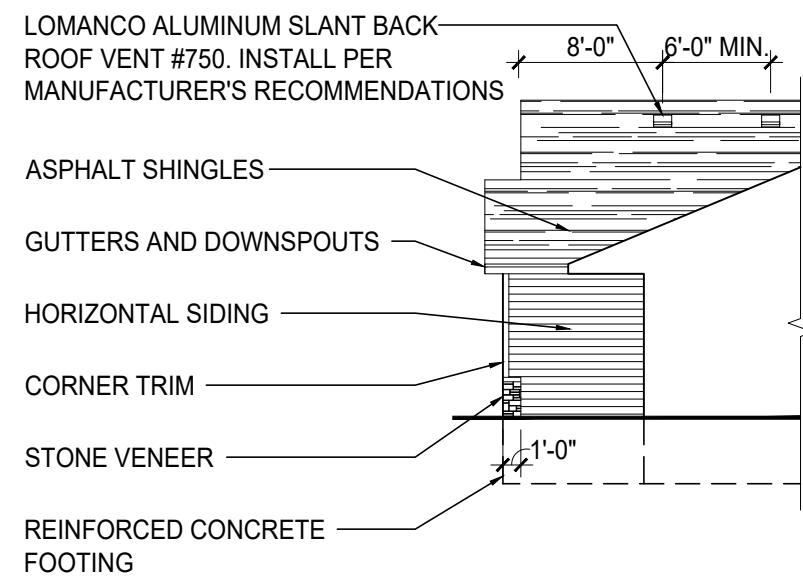
LAKE VILLA, IL



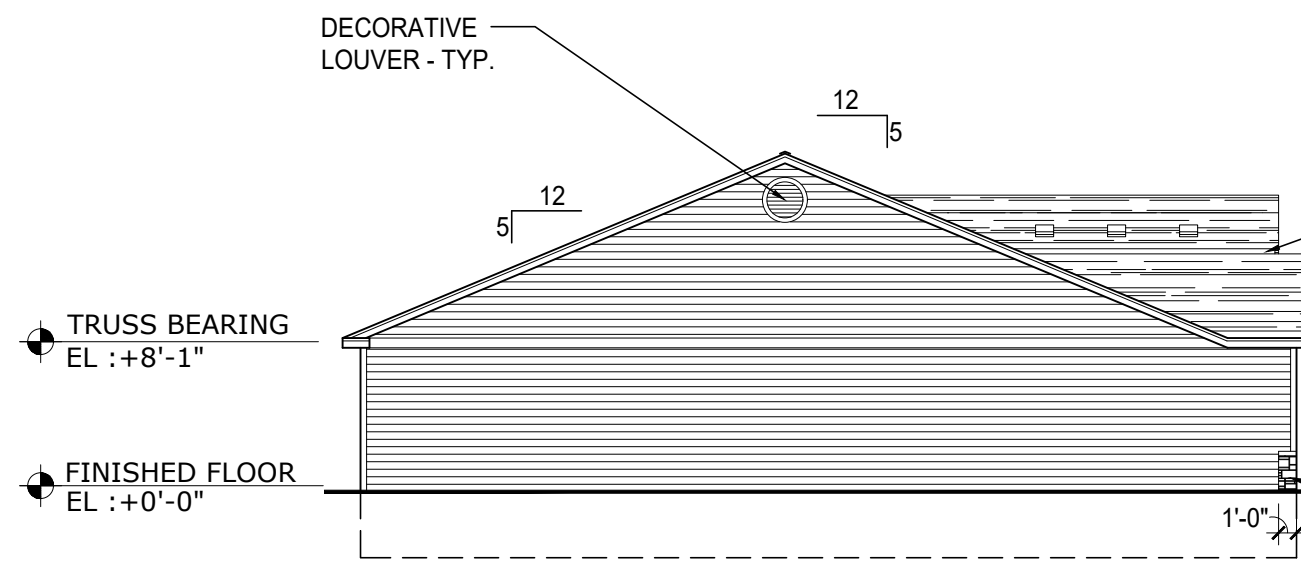
A1.1



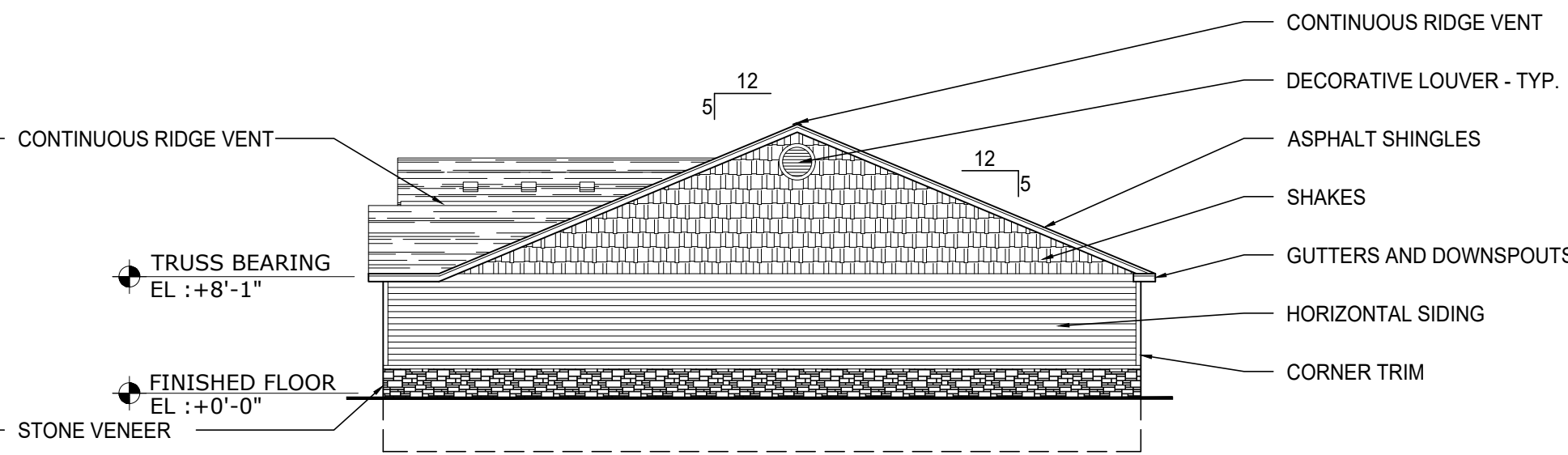
5 PARTIAL SIDE ELEVATION
SCALE: 3/32" = 1'-0"
WILLOWOOD



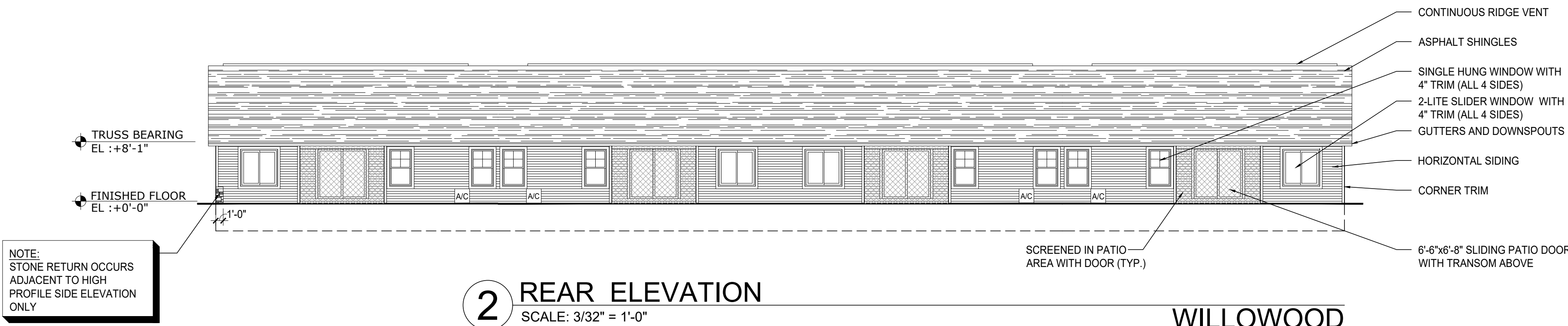
4 STANDARD SIDE ELEVATION
SCALE: 3/32" = 1'-0"
WILLOWOOD



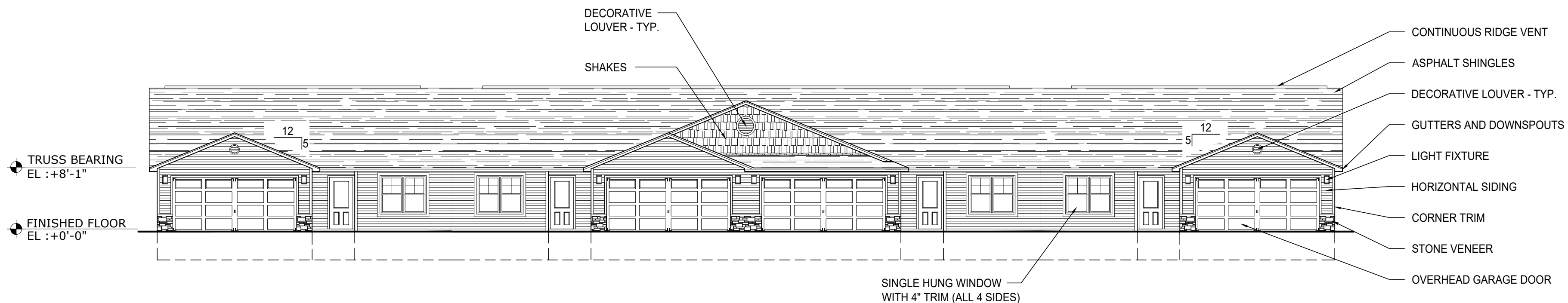
3 HIGH PROFILE SIDE ELEVATION
SCALE: 3/32" = 1'-0"
WILLOWOOD



2 REAR ELEVATION
SCALE: 3/32" = 1'-0"
WILLOWOOD



1 FRONT ELEVATION
SCALE: 3/32" = 1'-0"
WILLOWOOD



OVERALL FLOOR PLAN
SCALE: 3/32" = 1'-0"
WILLOWOOD



EXTERIOR FINISH MATERIAL SELECTIONS

ITEM:	MATERIAL / STYLE:	COLOR:
DECORATIVE LOUVER	VINYL	WHITE
ASPHALT SHINGLES	DIMENSIONAL 30 YEAR LAMINATED	WEATHERED WOOD
GUTTERS AND DOWNSPOUTS	PREFINISHED ALUMINUM	WHITE
HORIZONTAL SIDING	VINYL	VARIES
SHAKES	VINYL	VARIES
CORNER TRIM	VINYL	WHITE
STONE VENEER	PRESTIGE	OHIO SOUTHERN LIMESTONE
OVERHEAD GARAGE DOOR	RAISED PANEL PAN STEEL	WHITE
SINGLE HUNG	VINYL	STANDARD WHITE WITH COLONIAL PATTERN FLAT GRIDS
6'-6" X 6'-8" SLIDING PATIO DOOR	VINYL	WHITE

NOTE:
ADDRESS FOR EACH UNIT TO BE PLACED IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD.

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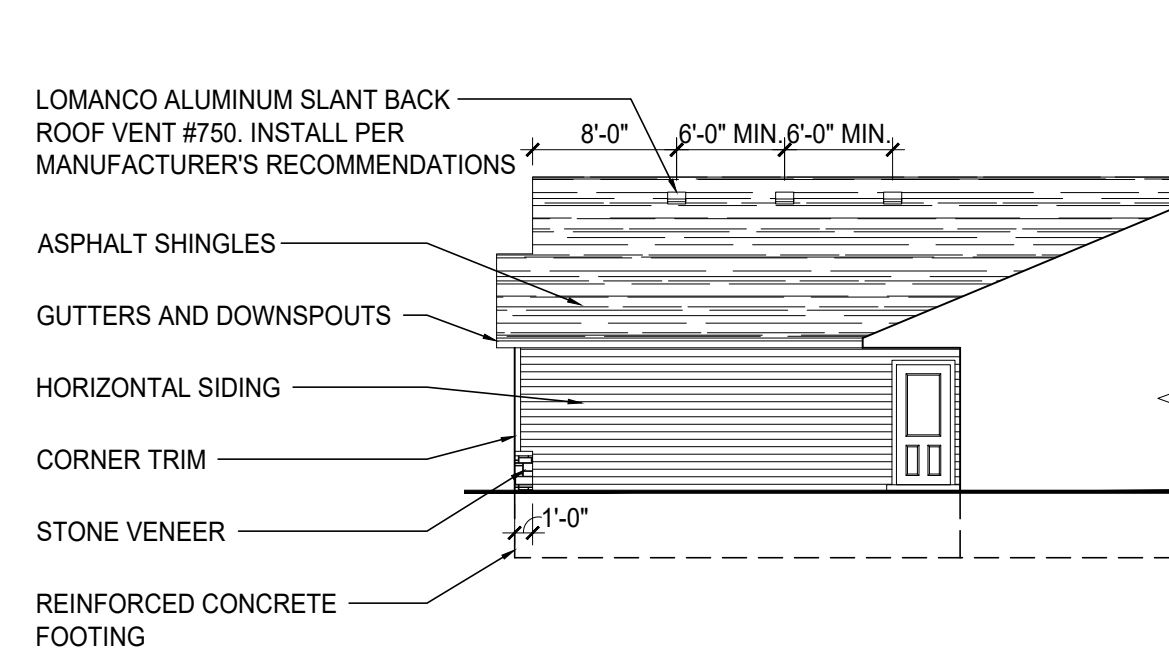
BUILDING FLOOR PLAN AND ELEVATIONS

PROJECT #: 06422
DATE: AUGUST 15, 2022

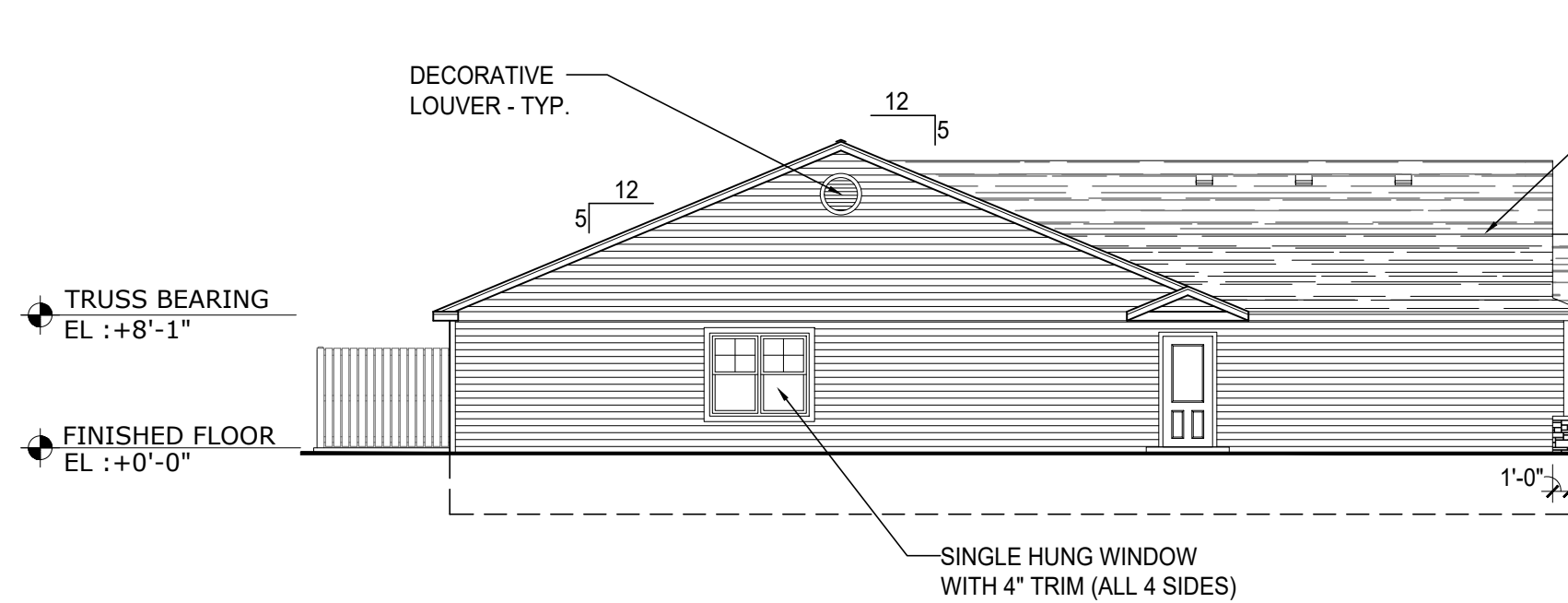
REDWOOD LAKE VILLA W. MONAVILLE
LAKE VILLA, IL

Redwood
APARTMENT NEIGHBORHOODS

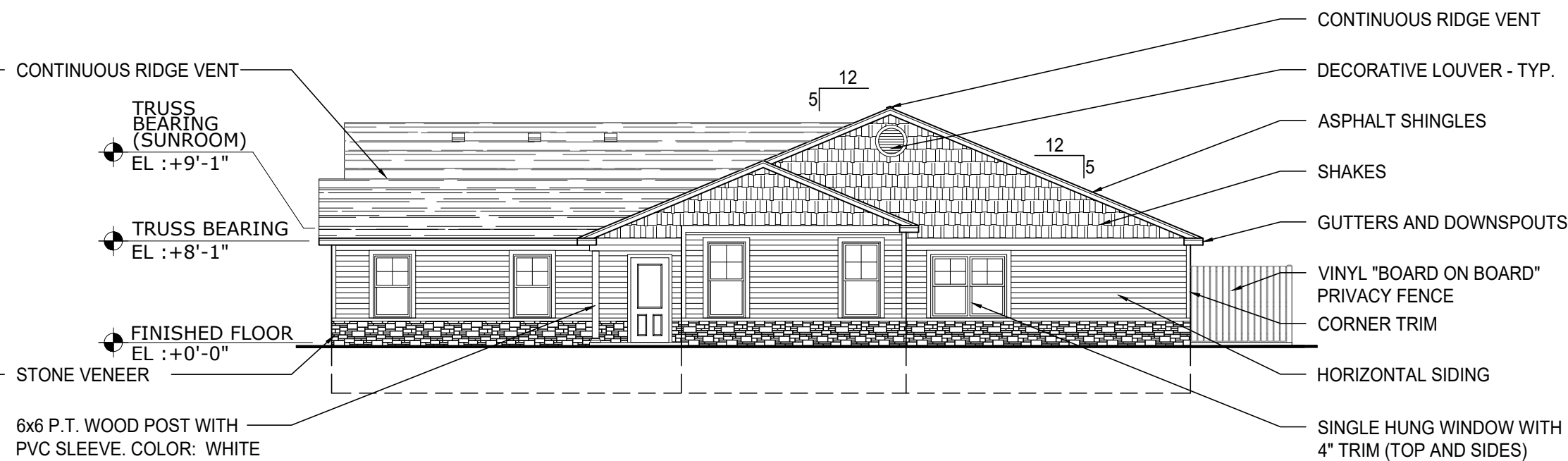
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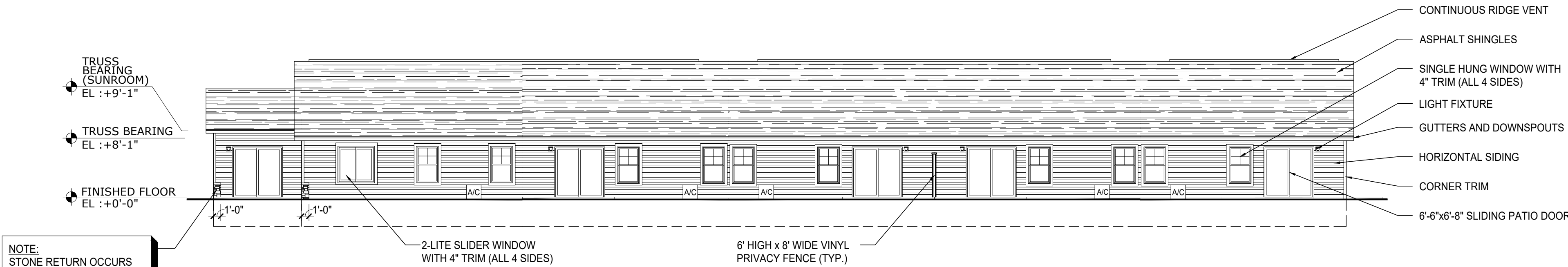
5 PARTIAL SIDE ELEVATION
FORESTWOOD
SCALE: 3/32" = 1'-0"



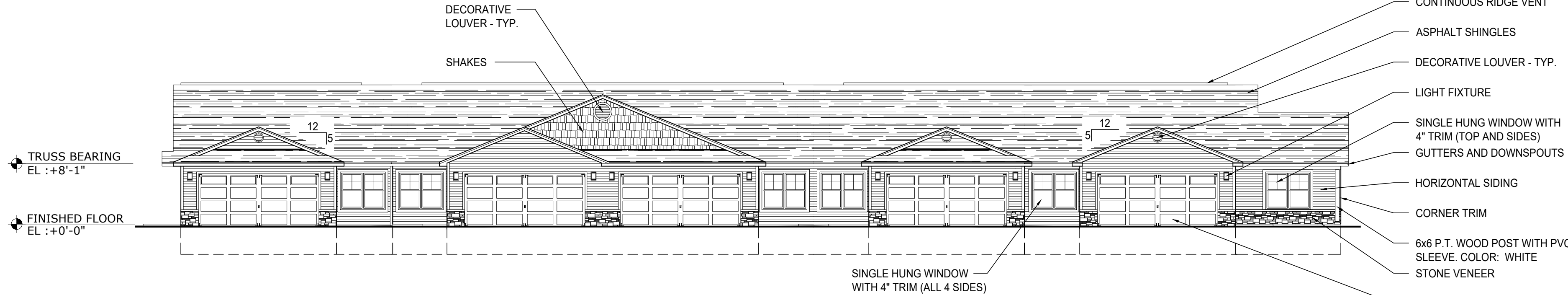
4 STANDARD SIDE ELEVATION
MEADOWOOD
SCALE: 3/32" = 1'-0"



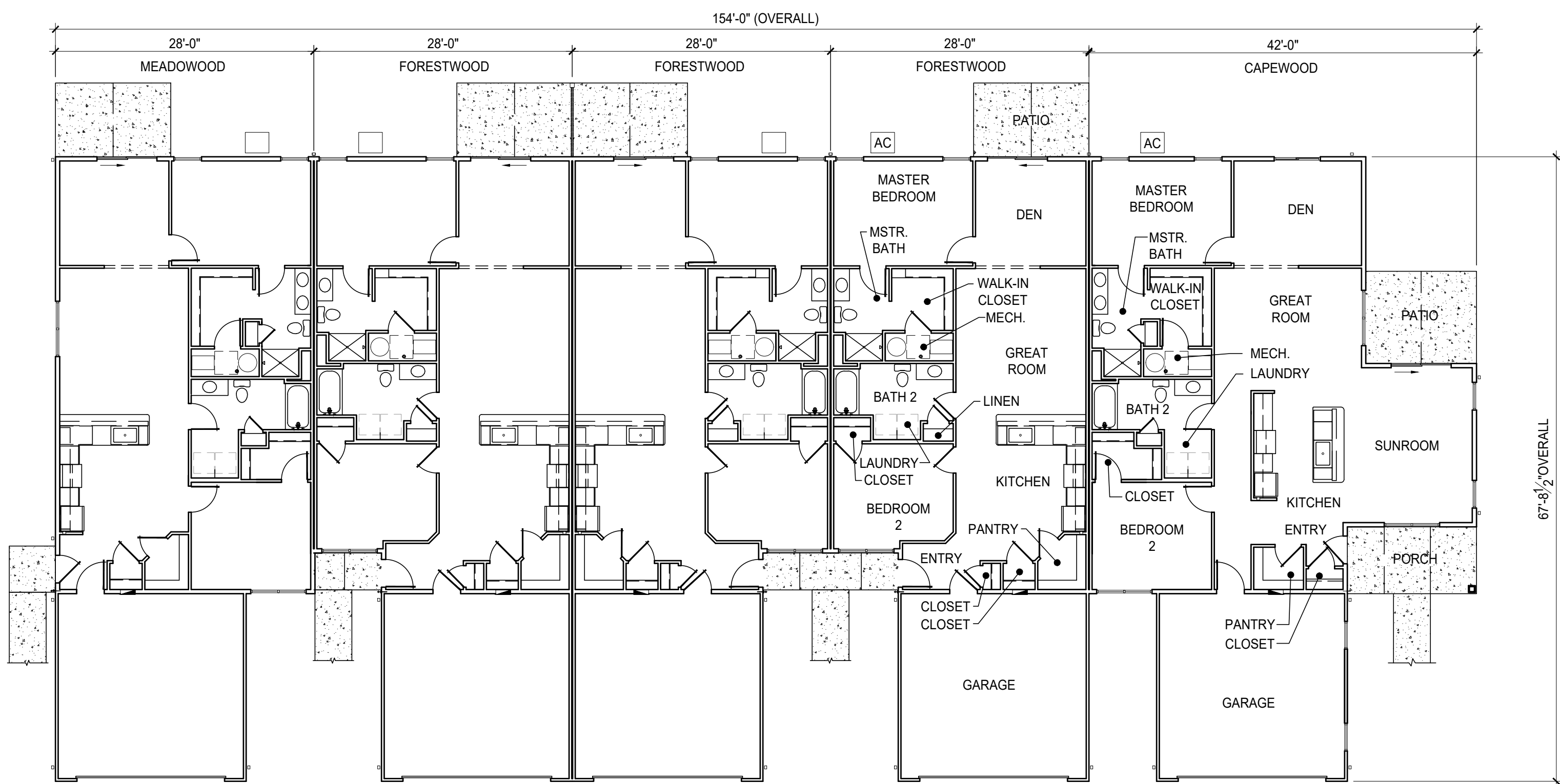
3 HIGH PROFILE SIDE ELEVATION
CAPEWOOD
SCALE: 3/32" = 1'-0"



2 REAR ELEVATION
MEADOWOOD, FORESTWOOD, CAPEWOOD
SCALE: 3/32" = 1'-0"



1 FRONT ELEVATION
MEADOWOOD, FORESTWOOD, CAPEWOOD
SCALE: 3/32" = 1'-0"



OVERALL FLOOR PLAN
MEADOWOOD, FORESTWOOD, CAPEWOOD
SCALE: 3/32" = 1'-0"

EXTERIOR FINISH MATERIAL SELECTIONS		
ITEM:	MATERIAL / STYLE:	COLOR:
DECORATIVE LOUVER	VINYL	WHITE
ASPHALT SHINGLES	DIMENSIONAL 30 YEAR LAMINATED	WEATHERED WOOD
GUTTERS AND DOWNSPOUTS	PREFINISHED ALUMINUM	WHITE
HORIZONTAL SIDING	VINYL	VARIES
SHAKES	VINYL	VARIES
CORNER TRIM	VINYL	WHITE
STONE VENEER	PRESTIGE	OHIO SOUTHERN LIMESTONE
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SINGLE HUNG	VINYL	STANDARD WHITE WITH COLONIAL PATTERN FLAT GRIDS
6'-6" X 6'-8" SLIDING PATIO DOOR	VINYL	WHITE

NOTE:
ADDRESS FOR EACH UNIT TO BE PLACED IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD.

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BUILDING FLOOR PLAN AND ELEVATIONS

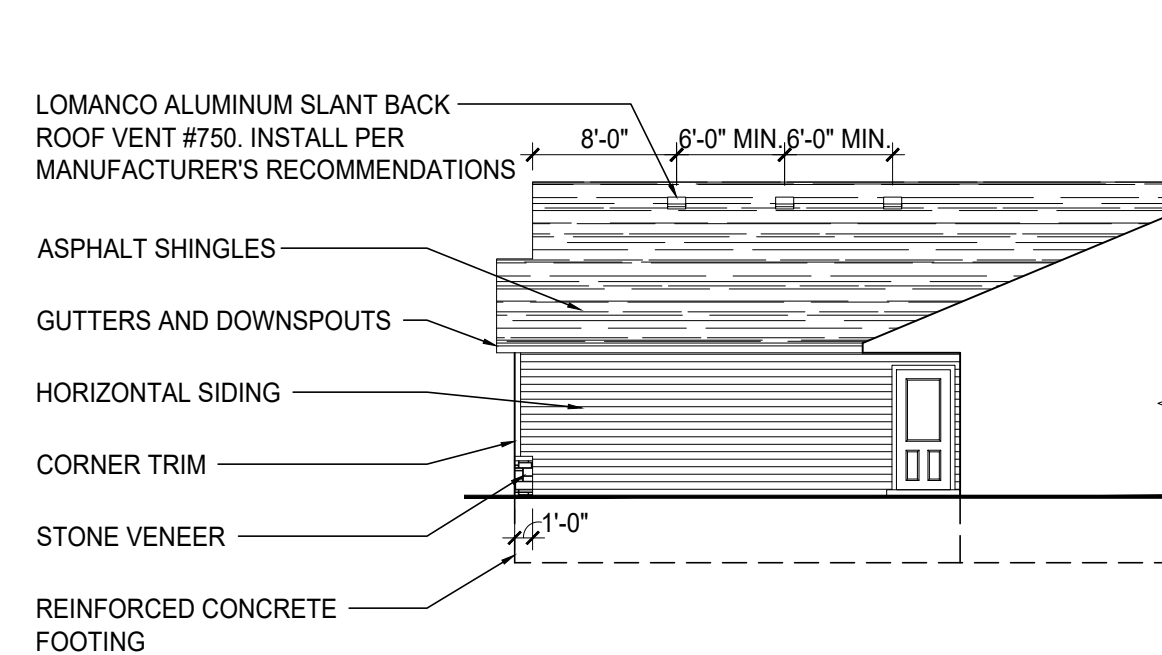
PROJECT #: 06422 DATE: AUGUST 15, 2022

REDWOOD LAKE VILLA W. MONAVILLE

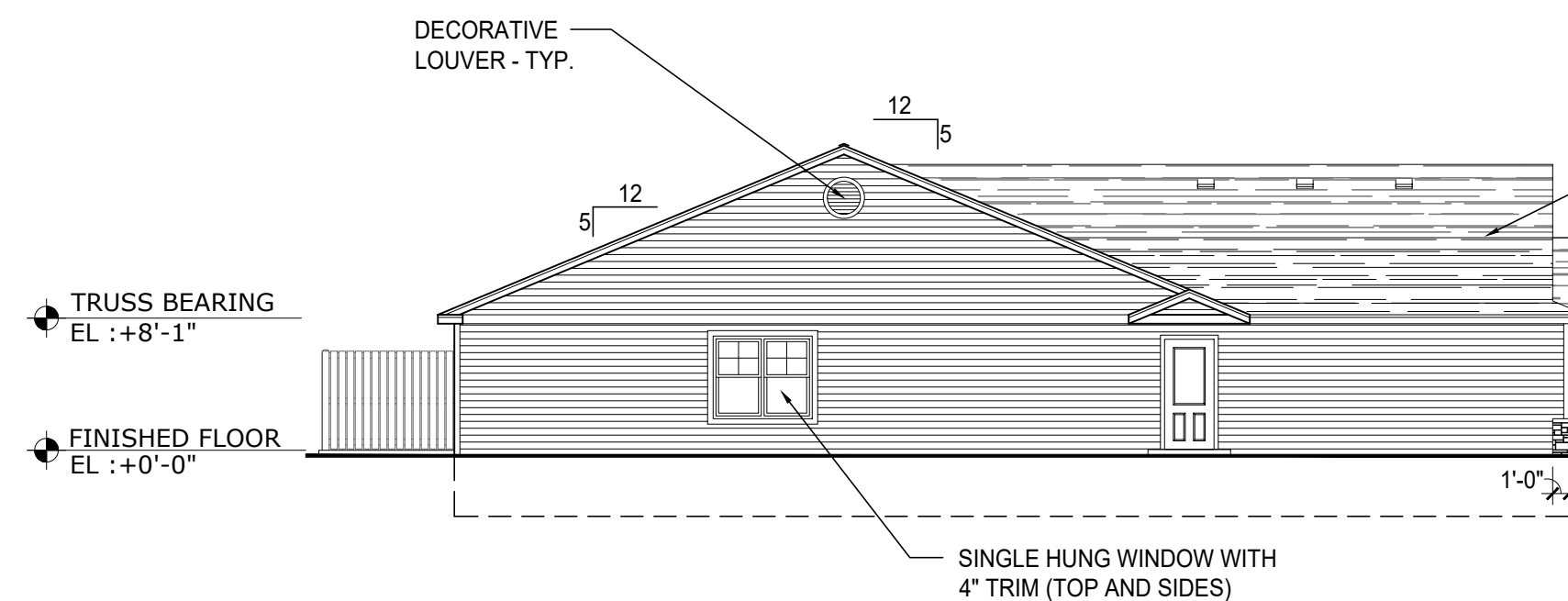
LAKE VILLA, IL



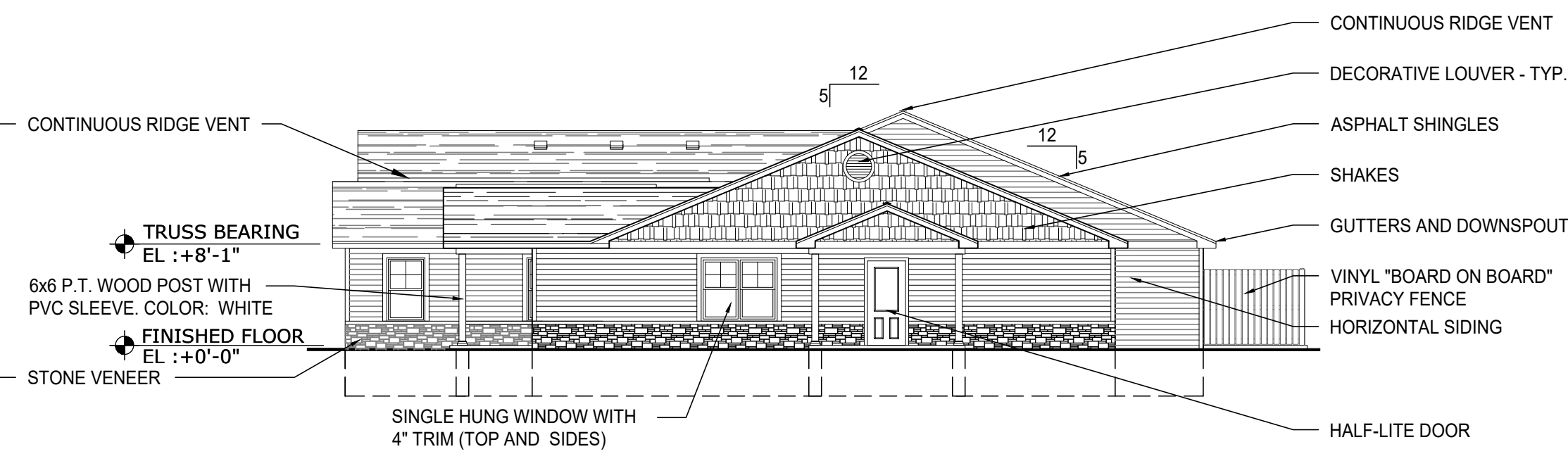
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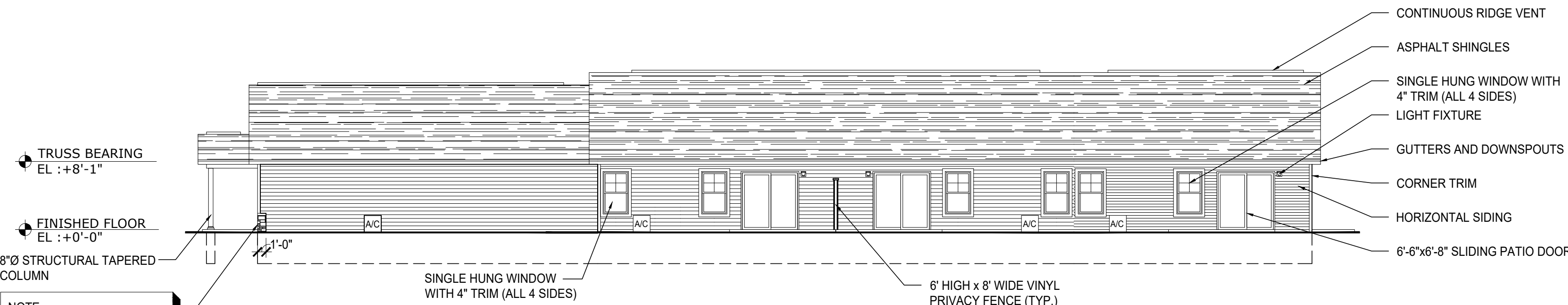
5 PARTIAL SIDE ELEVATION
FORESTWOOD
SCALE: 3/32" = 1'-0"



4 STANDARD SIDE ELEVATION
MEADOWOOD
SCALE: 3/32" = 1'-0"

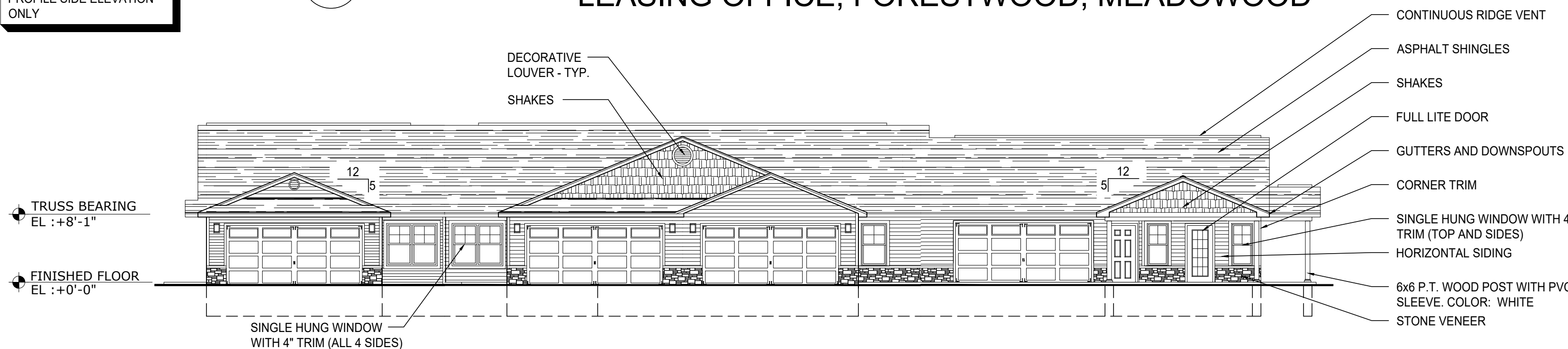


3 HIGH PROFILE SIDE ELEVATION
LEASING OFFICE
SCALE: 3/32" = 1'-0"

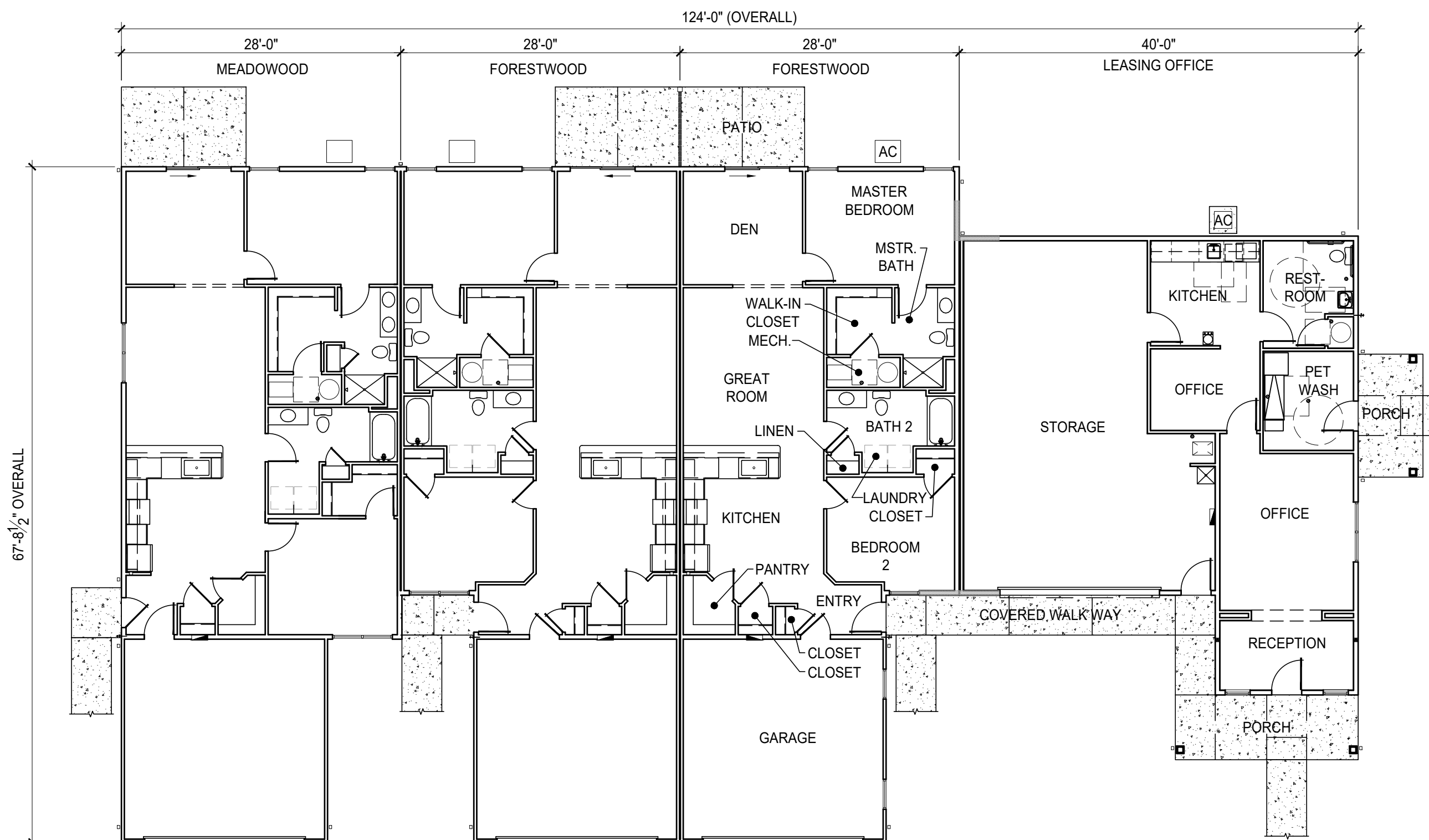


NOTE:
STONE RETURN OCCURS
ADJACENT TO HIGH
PROFILE SIDE ELEVATION
ONLY

2 REAR ELEVATION
LEASING OFFICE, FORESTWOOD, MEADOWOOD
SCALE: 3/32" = 1'-0"



1 FRONT ELEVATION
LEASING OFFICE, FORESTWOOD, MEADOWOOD
SCALE: 3/32" = 1'-0"



OVERALL FLOOR PLAN
MEADOWOOD, FORESTWOOD, LEASING OFFICE
SCALE: 3/32" = 1'-0"

EXTERIOR FINISH MATERIAL SELECTIONS		
ITEM:	MATERIAL / STYLE:	COLOR:
DECORATIVE LOUVER	VINYL	WHITE
ASPHALT SHINGLES	DIMENSIONAL 30 YEAR LAMINATED	WEATHERED WOOD
GUTTERS AND DOWNSPOUTS	PREFINISHED ALUMINUM	WHITE
HORIZONTAL SIDING	VINYL	VARIES
SHAKES	VINYL	VARIES
CORNER TRIM	VINYL	WHITE
STONE VENEER	PRESTIGE	OHIO SOUTHERN LIMESTONE
OVERHEAD GARAGE DOOR	RAISED PANEL PAN STEEL	WHITE
SINGLE HUNG	VINYL	STANDARD WHITE WITH COLONIAL PATTERN FLAT GRIDS
6'-6" X 6'-8" SLIDING PATIO DOOR	VINYL	WHITE
NOTE: ADDRESS FOR EACH UNIT TO BE PLACED IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD.		

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BUILDING FLOOR PLAN AND ELEVATIONS

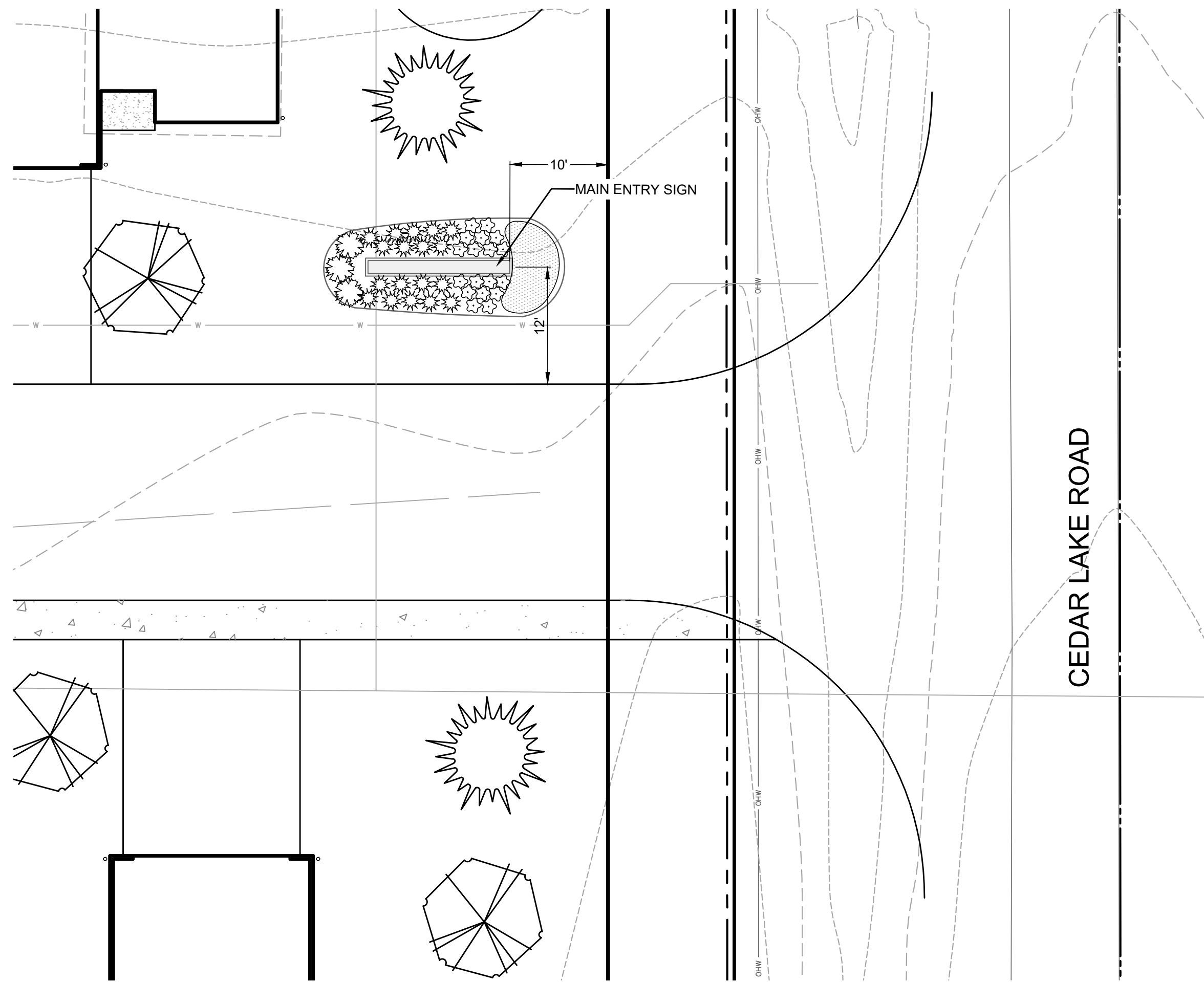
PROJECT #: 06422 DATE: AUGUST 15, 2022

REDWOOD LAKE VILLA W. MONAVILLE

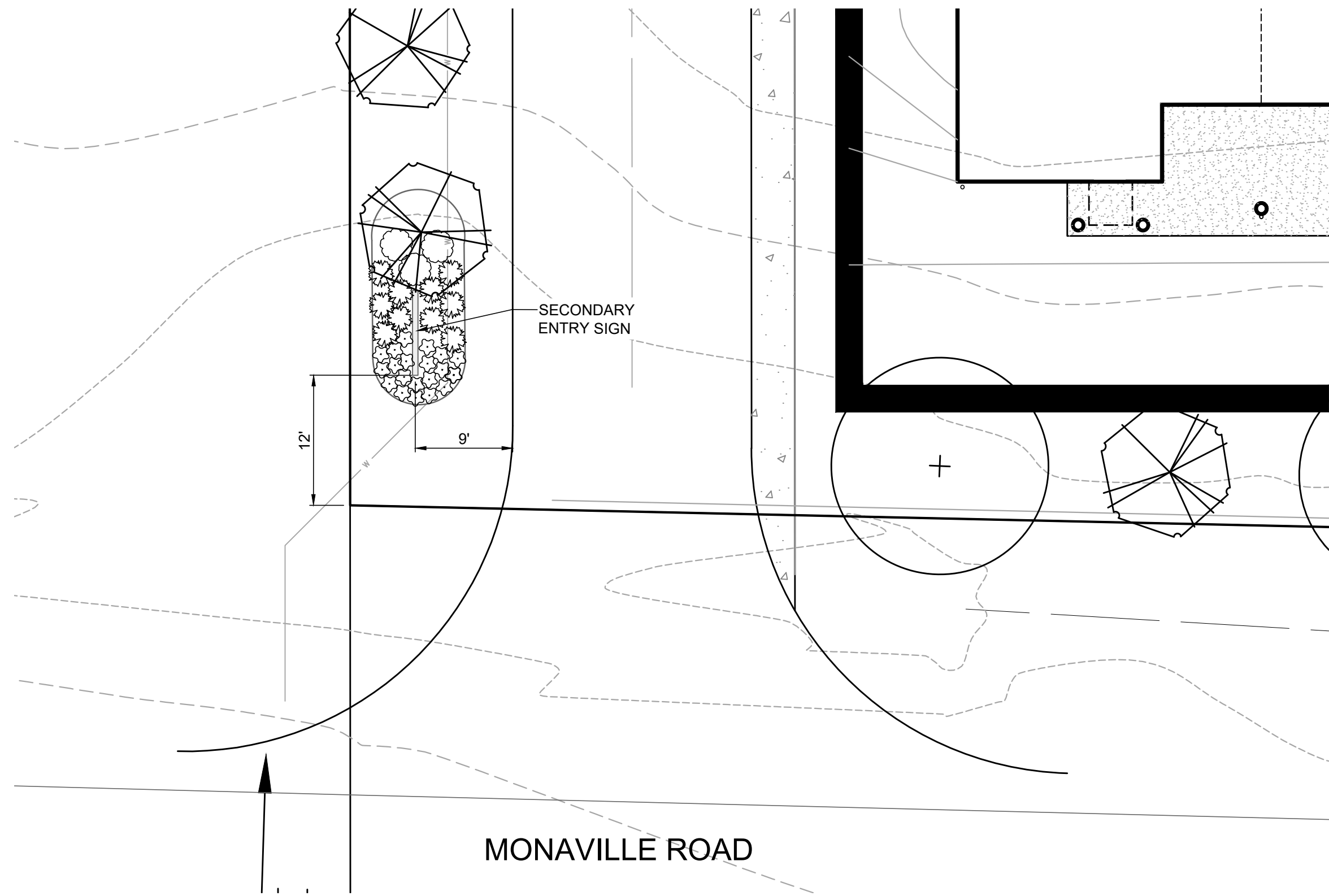
LAKE VILLA, IL



A1.4



MAIN ENTRY LANDSCAPE PLAN
1"=10'



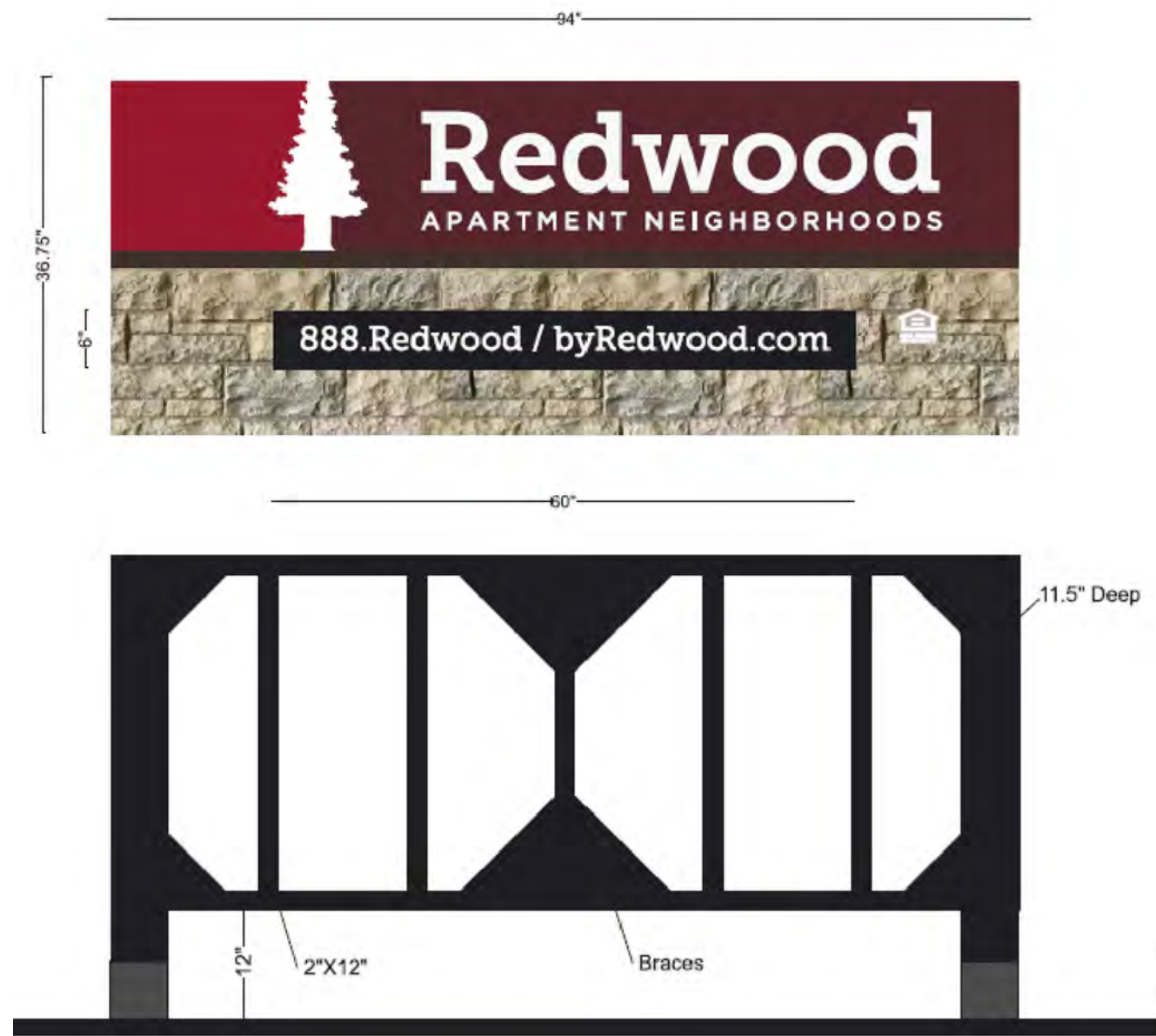
SECONDARY ENTRY LANDSCAPE PLAN
1"=10'



SECONDARY ENTRY SIGN
NOT TO SCALE



NOTES
1. SIGN SHALL BE DOUBLE SIDED, INTERNALLY ILLUMINATED
AND LOCATED PERPENDICULAR TO THE RIGHT OF WAY.
MAIN ENTRY SIGN
NOT TO SCALE



TEMPORARY SALES SIGN
NOT TO SCALE

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engineers

architects

planners

ISSUED FOR:	PRELIMINARY	NO	REVISION	DATE
ISSUE DATE:	09/08/22			
SCALE:	AS NOTED			
DESIGNED BY:	RW			
DRAWN BY:	RW			
CHECKED BY:	RW			

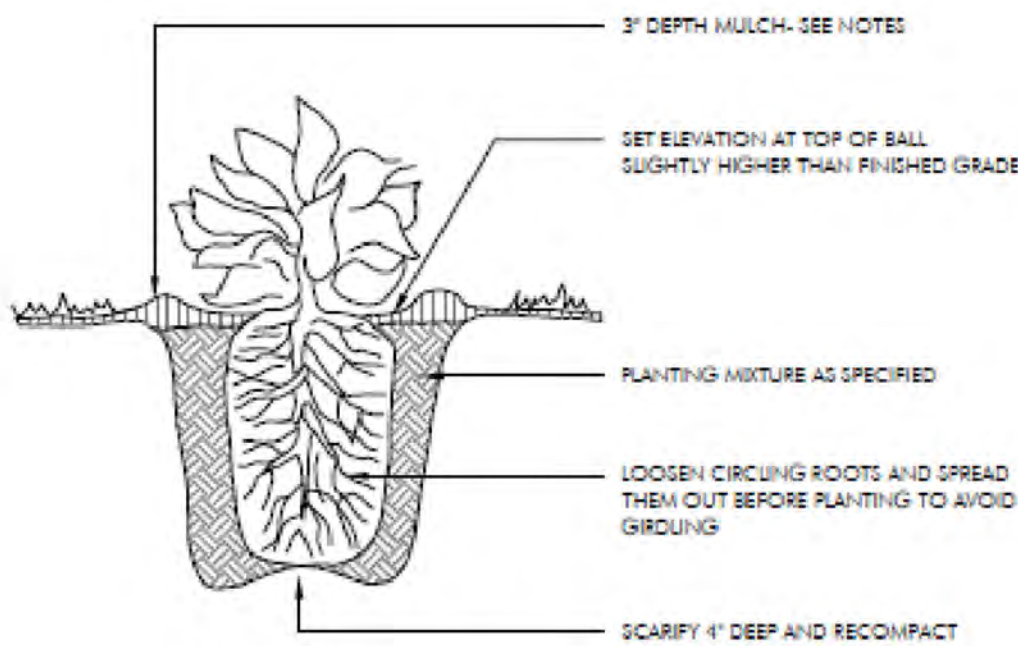
REDWOOD LAKE VILLA
CEDAR LAKE ROAD, LAKE VILLA, IL, LAKE COUNTY
REDWOOD - 7007 EAST PLEASANT VALLEY ROAD
INDEPENDENCE, OH 44131

ENTRY PLAN AND DETAILS

PROJECT NO.	DISCIPLINE	SHEET NAME	SHEET	OF
220624	LAND	L-2	2	3

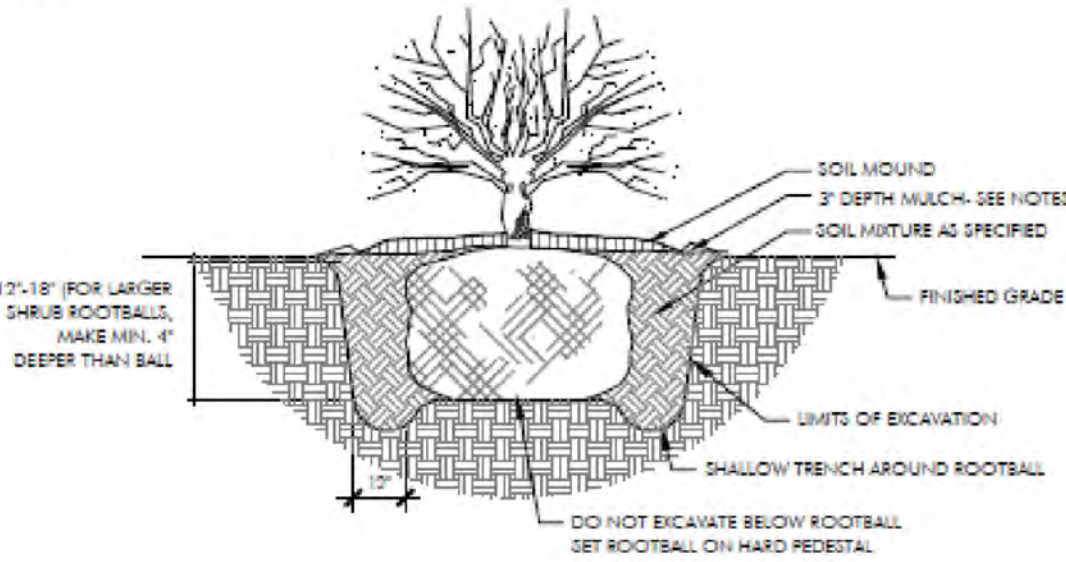
Perennial Planting

NOTE:
1. ALL MULCH TO BE 1" NATIVE GRAVEL OR APPROVED EQUAL ORW STONE SUPPLY
WWW.DRIVOTONESUPPLY.COM
(216) 649.9975

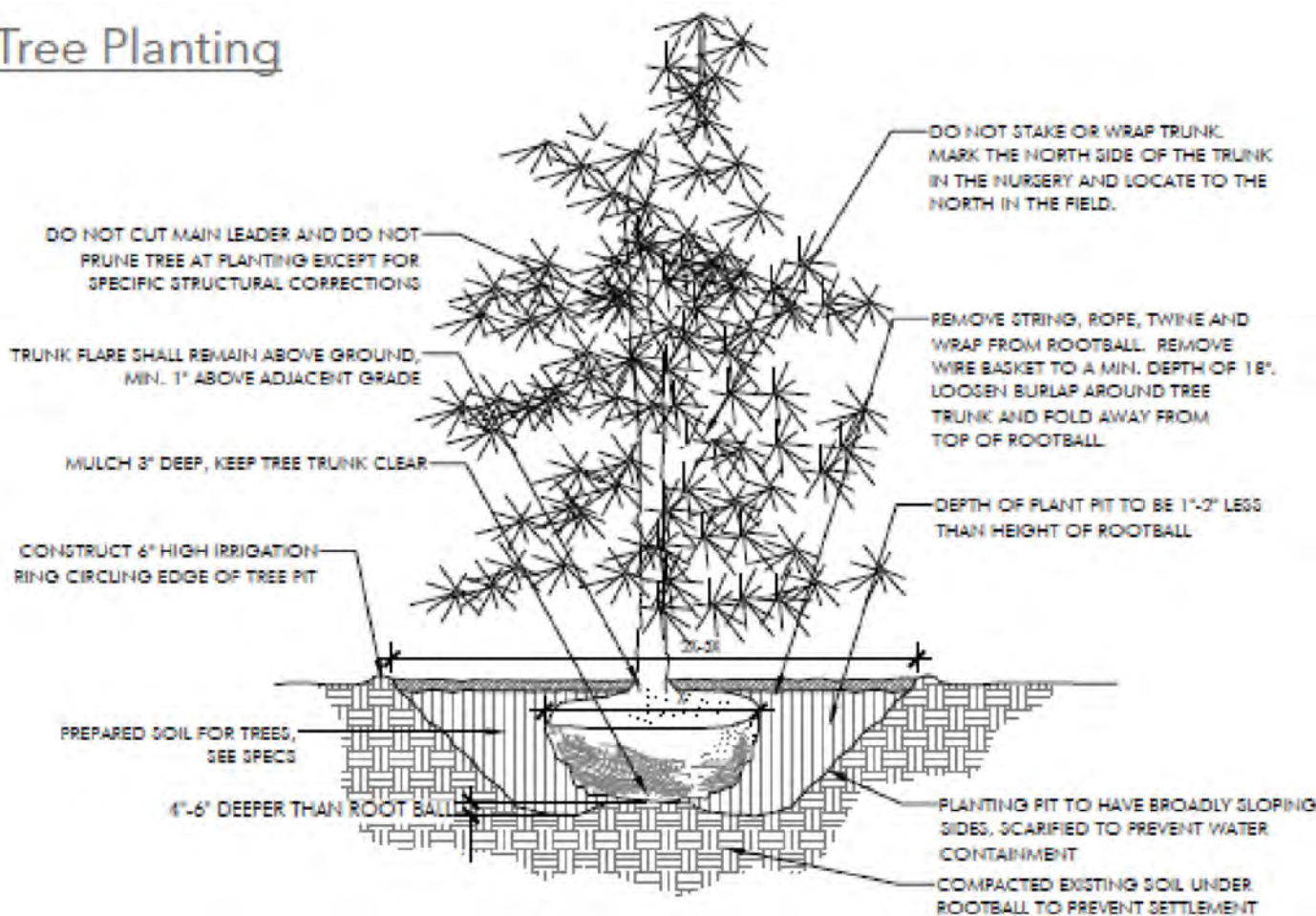


Shrub Planting

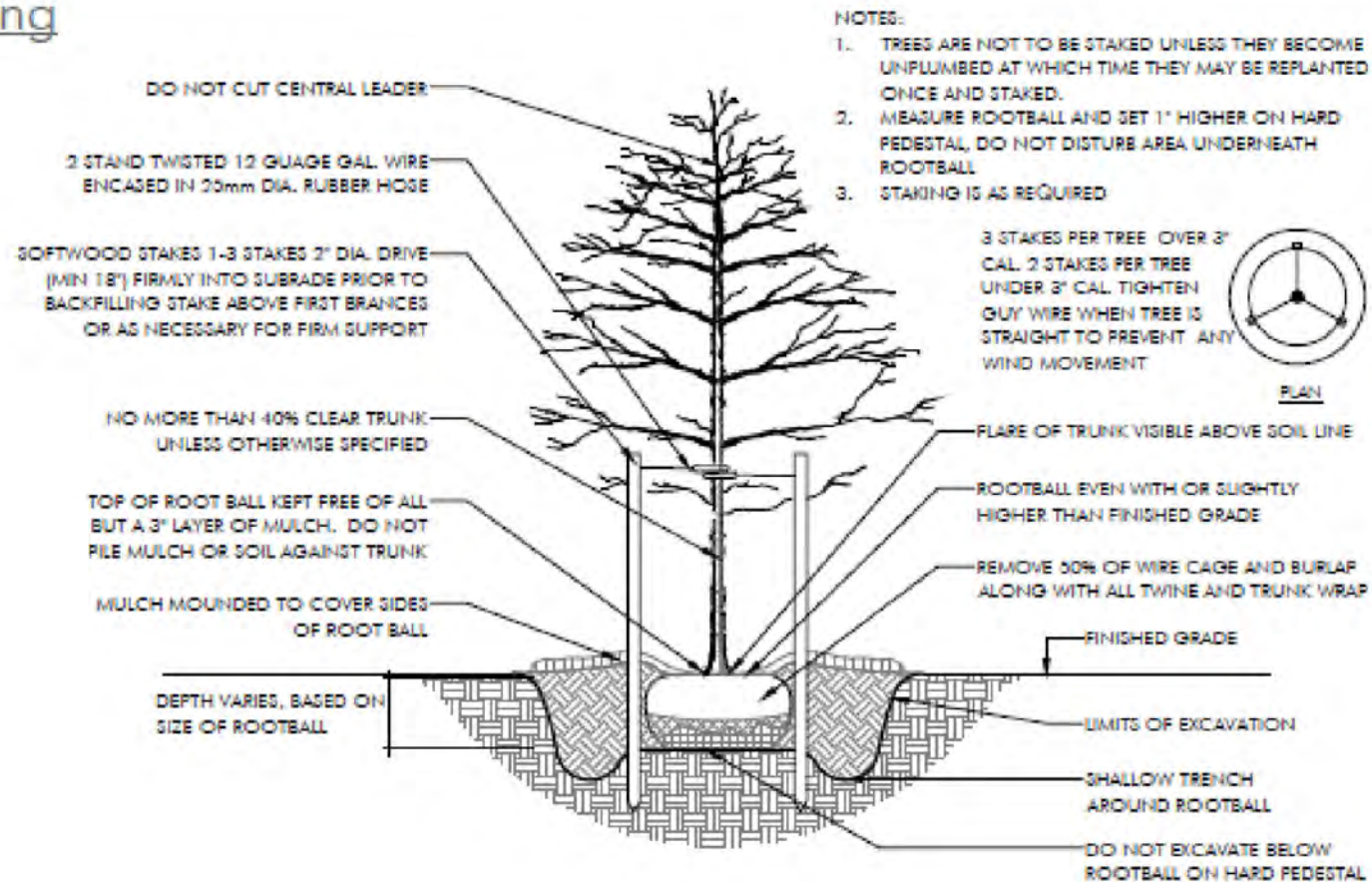
- NOTES:
1. DO NOT PRUNE SHRUBS DURING INSTALLATION
2. HEADSURE ROOTBALL AND SET 1" HIGHER ON HARD PEDESTAL. DO NOT DISTURB AREA UNDERNEATH ROOTBALL
3. ALL MULCH TO BE 1" NATIVE GRAVEL OR APPROVED EQUAL ORW STONE SUPPLY
WWW.DRIVOTONESUPPLY.COM
(216) 649.9975



Evergreen Tree Planting

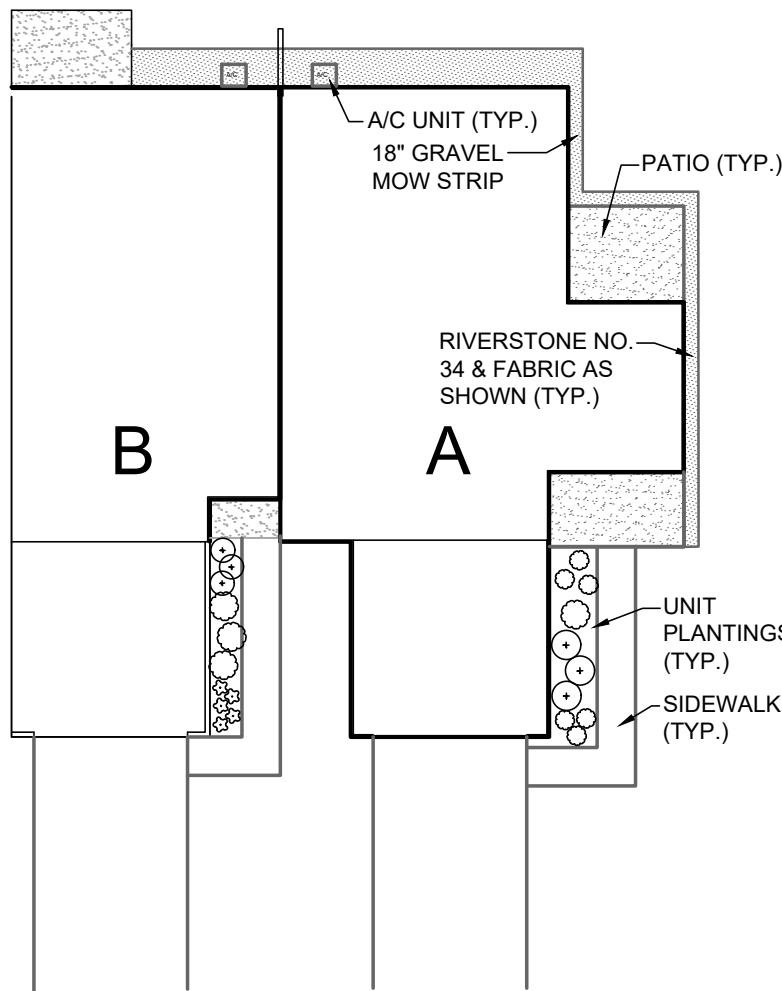


Tree Planting

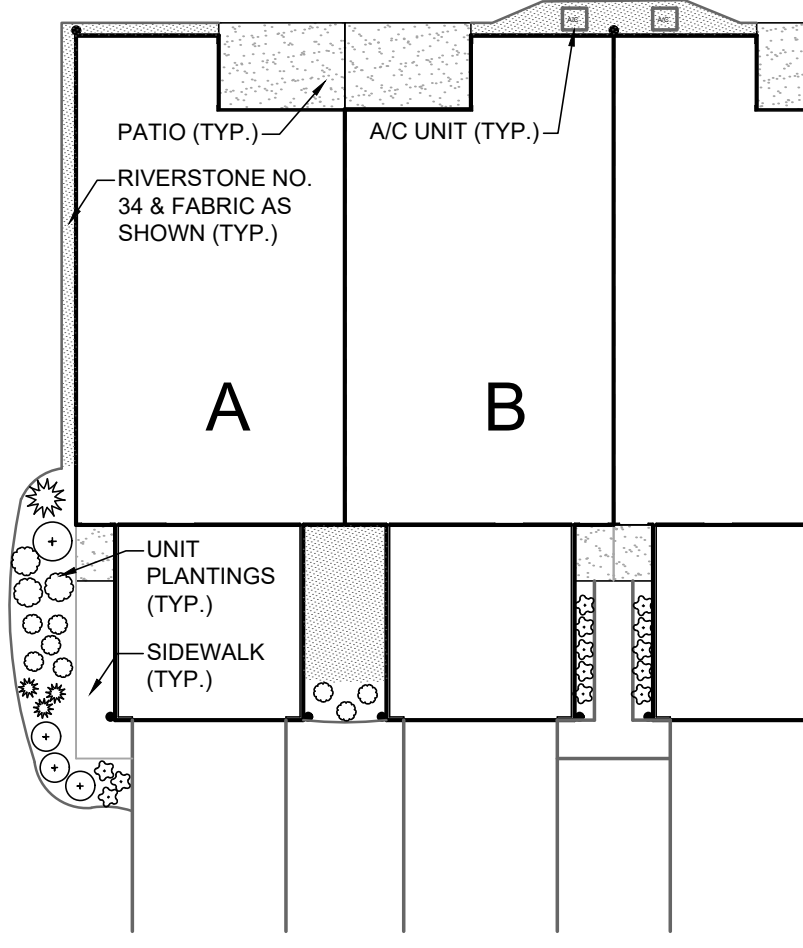


PLANTING DETAILS

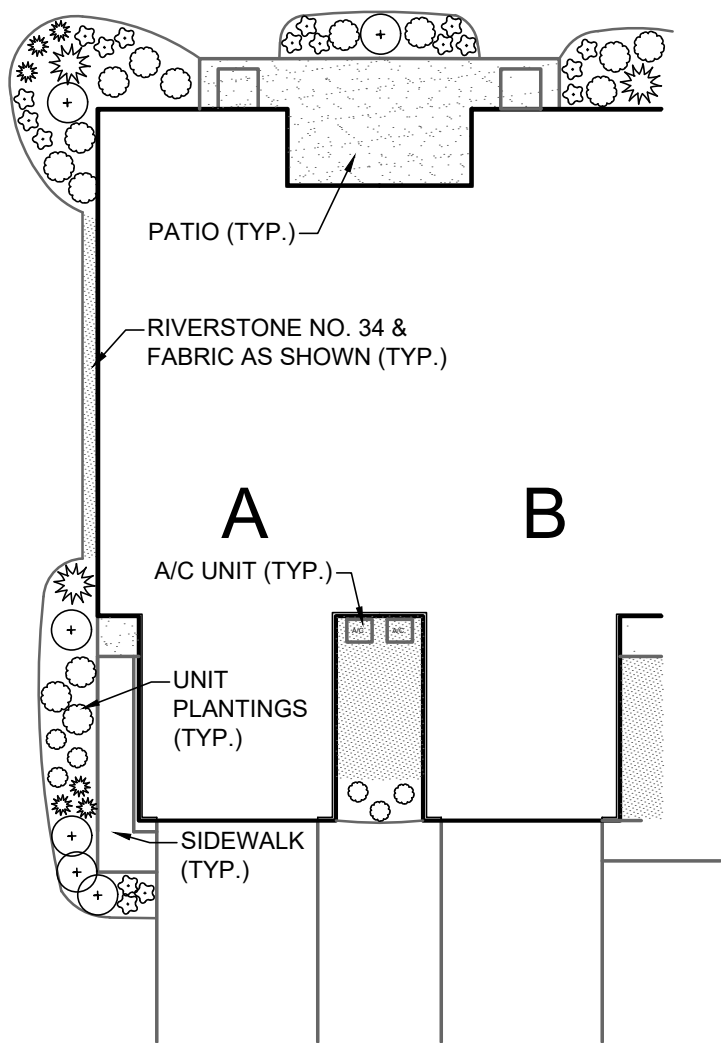
NOT TO SCALE



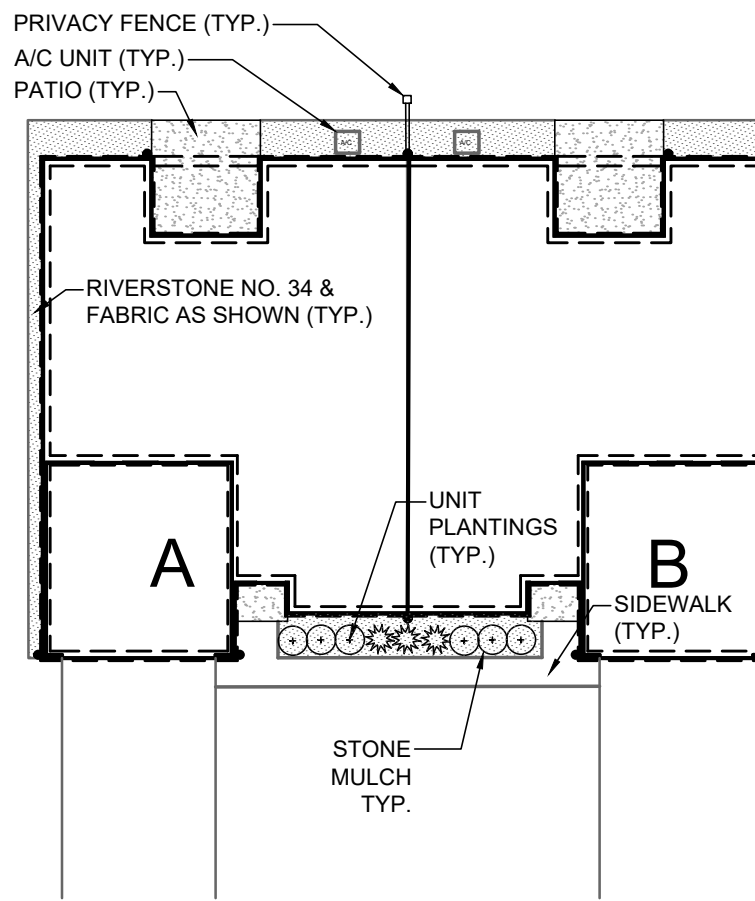
TYP. CAPEWOOD LANDSCAPE PLAN



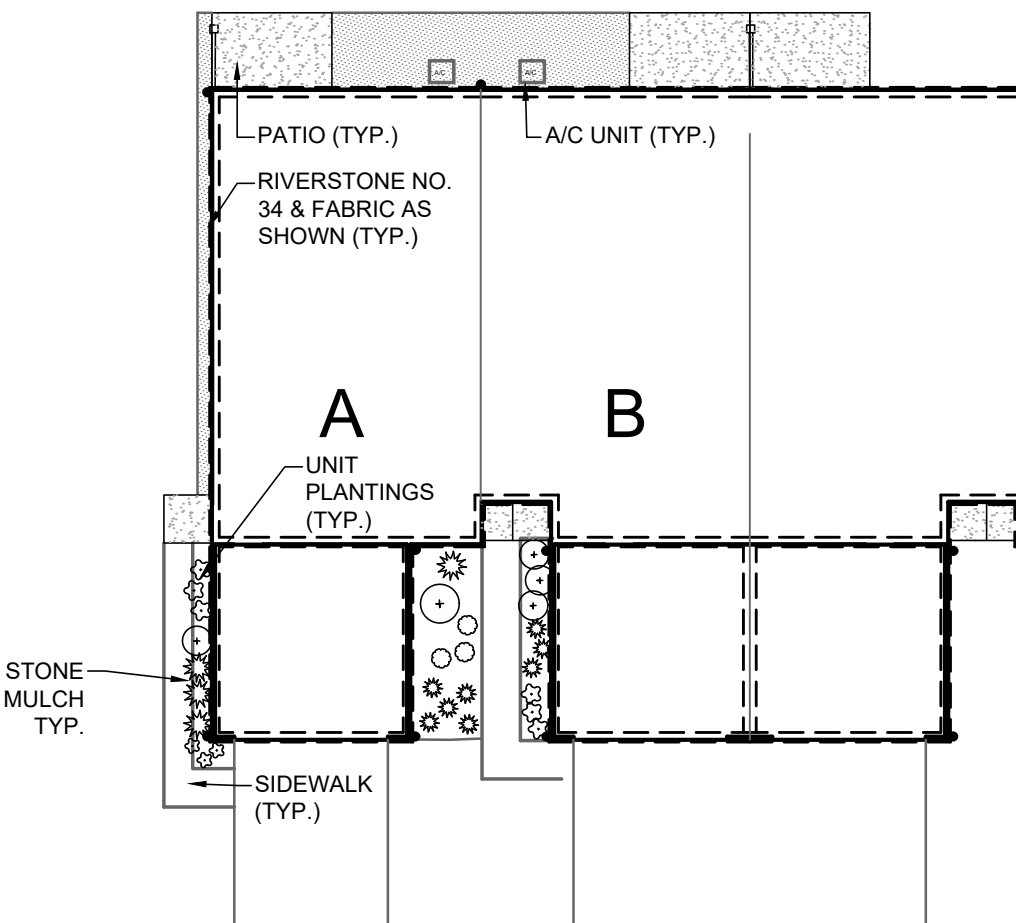
TYP. BREEZEWOOD LANDSCAPE PLAN



TYP. HAYDENWOOD LANDSCAPE PLAN



TYP. WILLOWOOD LANDSCAPE PLAN



TYP. MEADOWOOD/FORESTWOOD LANDSCAPE PLAN

TYPICAL UNIT LANDSCAPE PLANS

NOT TO SCALE

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consultants
engineers
architects
planners

ISSUED FOR:	PRELIMINARY	NO	REVISION	DATE
ISSUE DATE:	09/08/22			
SCALE:	AS NOTED			
DESIGNED BY:	RW			
DRAWN BY:	RW			
CHECKED BY:	RW			

REDWOOD LAKE VILLA
CEDAR LAKE ROAD, LAKE VILLA, IL, LAKE COUNTY
REDWOOD - 7007 EAST PLEASANT VALLEY ROAD
INDEPENDENCE, OH 44131

LANDSCAPE DETAILS

PROJECT NO.	220624
DISCIPLINE	LAND
SHEET NAME	L-3
SHEET	3
OF	3

EXHIBIT F

Material Board Samples



**WEATHERWOOD
ROOF SHINGLES**



TAN

COLOR PALLET

	CACTUS
	TAN
	KHAKI PREMIUM
	SIERRA PREMIUM
	SANDSTONE
	RUSSET DESIGNER COLLECTION



SANDSTONE



VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-02-03

AN ORDINANCE GRANTING PRELIMINARY APPROVAL
OF A REQUEST FOR REZONING AND
A CONDITIONAL USE PERMIT FOR A PLANNED DEVELOPMENT
FOR THE PROPOSED REDWOOD PLANNED DEVELOPMENT

(RE: Petition of Redwood USA, LLC -
500 and 406 W. Monaville Road, Lake Villa, IL)

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS 21ST DAY OF FEBRUARY, 2023.

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 21st day of February, 2023.

AN ORDINANCE GRANTING PRELIMINARY APPROVAL
OF A REQUEST FOR REZONING AND
A CONDITIONAL USE PERMIT FOR A PLANNED DEVELOPMENT
FOR THE PROPOSED REDWOOD PLANNED DEVELOPMENT

(RE: Petition of Redwood USA, LLC -
500 and 406 W. Monaville Road, Lake Villa, IL)

WHEREAS, the Village of Lake Villa (the “Village”) has received an application from the Petitioner, Redwood USA, LLC or its assigns (hereinafter referred to as the “Petitioner”), the contract purchaser of the property commonly known as 500 and 406 W. Monaville, Road, Lake Villa, IL which is respectively identified as P.I.N. 06-08-100-030 and 06-08-100-048 (collectively, the “Subject Property”) requesting rezoning of the Subject Property to the Village’s UR4 Zoning District and approval of a Conditional Use Permit for a Residential Planned Development to permit the Petitioner to construct a one hundred eleven (111) single-story attached dwelling unit Residential Planned Development on the Subject Property, as well as other related and/or required improvements which include but are not limited to water mains, sanitary sewers, storm sewers, storm water management facilities, parking, lighting, landscaping, and two (2) public multi-use paths, one within Monaville Road and one within Cedar Lake Road (hereinafter sometimes collectively referred to as the “Development”); and

WHEREAS, the Subject Property consists of approximately 29.318 acres located generally at the Northwest corner of Cedar Lake Road and Monaville Road and is presently zoned and classified as part of the Village’s SR (Suburban Residential) Zoning District, within the corporate limits of the Village; and

WHEREAS, the Subject Property is legally described as follows:

PARCEL 1: THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS P.I.N. 06-08-100-030 (Approx. 1.811 acres)

PARCEL 2: ALL THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MONAVILLE ROAD, EXCEPT THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD, 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING;

ALSO,

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD (COUNTY HIGHWAY NO. 55) AND THE EAST LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING 1,042.49 FEET (1,042.60 FEET RECORD) SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AS MEASURED ALONG SAID EAST LINE; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS WEST, 56.52 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR LAKE ROAD (COUNTY HIGHWAY NO 28) AS SHOWN ON DOCUMENT NUMBER 1141817; THENCE SOUTHWESTERLY AND WESTERLY, 39.85 FEET ALONG THE RIGHT-OF-WAY AS CONVEYED TO THE COUNTY OF LAKE PER DOCUMENT NO. 2475785 AND AS SHOWN ON DOCUMENT NUMBER 2773494, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 45 DEGREES 36 MINUTES 07 SECONDS WEST, 35.76 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 09 SECONDS WEST, 24.43 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD AS SHOWN ON SAID DOCUMENT NUMBER 2773494; THENCE NORTH 32 DEGREES 18 MINUTES 51 SECONDS EAST, 93.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR LAKE ROAD AS SHOWN ON DOCUMENT NO. 1141817; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, 40.00 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS

EAST, 54.44 ALONG SAID EAST LINE OF THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

P.I.N. 06-08-100-048 (Approx. 27.507 acres)

; and

WHEREAS, the Village of Lake Villa, Illinois, pursuant to the applicable Illinois statutes and other applicable authority, has adopted certain zoning regulations as set forth in Chapter 10 of the Lake Villa Village Code, as amended from time to time (the “Zoning Regulations”) and certain subdivision regulations as set forth in Chapter 11 of the Lake Villa Village Code, as amended from time to time (the “Subdivision Regulations”) to regulate, among other things, land use and development within the Village; and

WHEREAS, Title 10, “Zoning Regulations”, and Title 11, “Subdivision Regulations”, of the Lake Villa Village Code provide regulations for the planning, review, and approval of conditional use permits for planned unit developments (“PUDs”) within the Village; and

WHEREAS, the Petitioner has proceeded through the preliminary approval phase for a conditional use for a PUD and has also applied to the Village for rezoning of the Subject Property from the Village’s SR (Suburban Residential) Zoning District to the Village’s UR4 Zoning District (the “Application”); and

WHEREAS, commencing on October 25, 2022 and concluding on January 26, 2023, the Village’s Plan Commission, pursuant to proper notice, did conduct a public hearing on the Petitioner’s Application for Preliminary Approval of the proposed rezoning and PUD; and

WHEREAS, at the conclusion of such public hearing, the Plan Commission did recommend approval of the Petitioner’s Application for Preliminary PUD Approval based upon certain findings of fact and subject to certain conditions as follows:

FINDINGS OF FACT:

1. The Subject Property consists of approximately 29.318 acres, more or less, located within the corporate limits of the Village of Lake Villa, is commonly known as 406 and 500 Monaville Road, Lake Villa, IL (Permanent Index Numbers 06-08-100-030 and 06-08-100-

048) and is generally located on the north side of Monaville Road and west side of Cedar Lake Road in the Village of Lake Villa and is legally described as follows:

PARCEL 1: THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS

P.I.N. 06-08-100-030 (Approx. 1.811 acres)

PARCEL 2: ALL THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MONAVILLE ROAD, EXCEPT THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD, 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING;

ALSO,

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD (COUNTY HIGHWAY NO. 55) AND THE EAST LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING 1,042.49 FEET (1,042.60 FEET RECORD) SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AS MEASURED ALONG SAID EAST LINE; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS WEST, 56.52 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR LAKE ROAD (COUNTY HIGHWAY NO 28) AS SHOWN ON DOCUMENT NUMBER 1141817; THENCE SOUTHWESTERLY AND WESTERLY, 39.85 FEET ALONG THE RIGHT-OF-WAY AS CONVEYED TO THE COUNTY OF LAKE PER DOCUMENT NO. 2475785 AND AS SHOWN ON DOCUMENT NUMBER 2773494, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 45 DEGREES 36 MINUTES 07 SECONDS WEST, 35.76 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 09 SECONDS WEST, 24.43 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD AS SHOWN ON SAID DOCUMENT NUMBER 2773494; THENCE NORTH 32 DEGREES 18 MINUTES 51 SECONDS EAST, 93.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR LAKE ROAD AS SHOWN ON DOCUMENT NO. 1141817; THENCE NORTH 89 DEGREES 56

MINUTES 23 SECONDS EAST, 40.00 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS EAST, 54.44 ALONG SAID EAST LINE OF THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

P.I.N. 06-08-100-048 (Approx. 27.507 acres)
(collectively, the "Subject Property")

2. The Subject Property is presently zoned and classified as part of the Village's SR (Suburban Residential) Zoning District. The Petitioner is requesting rezoning to the UR-4 Zoning District and a Conditional Use for a Planned Development to permit the construction, operation and maintenance of not more than 111 single-story attached rental dwelling units consisting of two-bedroom apartments, and required and/or related improvements, which include but are not limited to parking, lighting, landscaping, water mains, sanitary sewers, storm sewers, storm water management facilities and two (2) public multi-use paths, one within the Monaville Road public right-of-way and one within the Cedar Lake Road public right-of-way.
3. The Preliminary Plans for the proposed Conditional Use Permit and rezoning of the Subject Property requested by the Petitioner (sometimes collectively referred to as the "Development"):
 - (a) are consistent with the particular physical surroundings of the Subject Property and the granting of certain relief from the Zoning Regulations of the Village will not be detrimental to the public welfare or injurious to other property owners in the vicinity of the Subject Property;
 - (b) are consistent with the general purpose and intent of the Lake Villa Zoning Regulations;
 - (c) are consistent with the Village's Comprehensive Plan;
 - (d) are designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing character of the general vicinity;
 - (e) will not significantly diminish the safety, use and enjoyment of surrounding property;
 - (f) will be adequately served by essential public facilities and services such as streets, police and fire service, drainage, refuse disposal, and schools, or such services will be provided by the Petitioner at the Petitioner's sole expense;
 - (g) will not create excessive additional requirements at public expense for public facilities and service and will not be detrimental to the economic welfare of the community;
 - (h) will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
 - (i) will provide vehicular access to the Subject Property designed so that such use does not create any interference with traffic on surrounding public thoroughfares;

- (j) will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance;
 - (k) will comply with all additional regulations in this Ordinance specific to the Conditional Use Permit requested.
 - (l) will be generally consistent with the existing zoning of and with the existing uses of nearby properties;
 - (m) will not diminish property values by approving the proposed Development, and there will be no hardship imposed upon the Petitioner;
 - (n) will not diminish any property values and will promote the general health, safety, and welfare;
 - (o) will provide a gain to the public as a result of the establishment of the proposed Development, which will offer another housing option for the community and will satisfy a community need;
 - (p) will be generally consistent with the intent and purpose of the Lake Villa Zoning Regulations;
 - (q) will be generally compatible with the character of the UR-4 Zoning District;
 - (r) will be compatible with the neighborhood in which it will be located;
 - (s) will preserve the value of the surrounding residential areas and will be compatible with surrounding land uses;
 - (t) The Subject Property is suitable for the Development;
 - (u) The Village has undertaken its planning and land use regulations with great care;
 - (v) The Subject Property contains no historical features which require preservation, but the proposed Conditional Use will preserve environmentally sensitive floodway, floodplain, and wetlands which exist on the Subject Property and are part of the Eagle Creek watershed;
4. The proposed Development has been modified to include a cul-de-sac at the North end of the private access road on the West side of the Eagle Creek watershed, an open space and/or pocket park on the East side of the Eagle Creek watershed, and two (2) public multi-use paths, one within the Monaville Road public right-of-way (on the North side) and one within the Cedar Lake Road public right-of-way (on the West side). Such public multi-use paths will be eight feet (8') wide, six inch (6") aggregate base course, two inch (2") binder course. The public multi-use paths will extend from the north property line south along Cedar Lake Road to a terminus at the sidewalk near the intersection of Cedar Lake Road and Monaville Road; then start at the western terminus of the sidewalk, extend west along Monaville Road to the widening for the bridge, intersecting the existing pavement as

practical. It will then extend from the west side of the bridge widening to the west property line.

5. The proposed Conditional Use Permit and rezoning to the UR4 Zoning District would authorize the establishment, operation, and maintenance on the Subject Property of a Planned Development for not more than 111 one-story attached rental dwelling units, and such proposed use is compatible with other uses permitted in the UR4 Zoning District;
6. The proposed plan is consistent with the stated purpose of the planned development regulations set forth in the Zoning Regulations of the Village and the proposed preliminary plan meets the requirements and standards for planned developments of the Village.
7. The proposed preliminary plan for the Development will produce a public benefit meeting the planning objectives and standards of the Village.
8. The design of the proposed preliminary plan for the Development makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects areas for common open space and other amenities.
9. The proposed Development will be compatible with and beneficial to the adjacent properties and to the neighborhood, and the proposed Development is a desirable addition to the Village's available housing options, tax base and economic well-being.
10. In reviewing the Petitioner's request for a Conditional Use for a PUD, the following standards were reviewed and considered pursuant to the Village's Zoning Regulations:
 - (a) Location: The site will be so situated that the proposed use is compatible with the existing or planned future development in the area. The proposed Development is located along major arterials and is compatible with the residential development to the North.
 - (b) Zoning District Requirements: All regulations of the UR4 Zoning District in which the Development will be located shall apply to such uses, except where specifically amended by the conditions under which the Conditional Use for the Development is granted. However, zoning variances may be provided through the adoption of a Conditional Use for the PUD as proposed here.
 - (c) Lot Area: A Conditional Use shall be located on a lot or a zoning lot which conforms to the applicable zone regulations unless the lot area requirement is otherwise specified in the Zoning Regulations. The proposed Development is in compliance with minimum requirements of the UR4 Zoning District.
11. The Plan Commission has considered the degree to which the Development will vary from underlying zoning standards of the UR4 Zoning District in which it will be located, and has also considered the benefits of the Development such as the following:
 - (a) The proposed Development plan will provide two (2) public multi-use paths within public rights-of-way for Village residents; and/or
 - (b) The amount of landscaping proposed for the Development is substantially greater than the minimum required by the Village Code; and/or

- (c) The proposed Development has substantially greater architectural amenities than would otherwise be required by Village ordinances; and/or
 - (d) The proposed Development will exceed the Village's landscape requirements by providing open recreational space or a pocket-park.
12. The Plan Commission has considered: (a) the degree to which the Development exhibits extra care and attention to details in excess of Village requirements which enhance the character of the Development, (b) the degree to which any requested increase in density reflects an investment in better design, landscaping, or facilities, and (c) the degree to which the developer has gone to better preserve critical natural environments, restore or mitigate degraded or distressed environments, alleviated off-site problems, and/or provided other improvements.
- (a) The proposed Development will provide single-story attached rental dwelling unit housing which will meet a housing need of the community, additional park and/or open space, and multi-use paths along Cedar Lake Road and Monaville Road, and also exceeds requirements of the Village for parking and accessible parking spaces.
 - (b) The proposed Development is located at the intersection of easily accessible arterials and will serve as a buffer to the existing residential development to the North.
 - (c) The wet bottom detention basin shall be designed to preserve native wetland vegetation or planting new native wetland vegetation to enhance the natural environment and protect the Eagle Creek watershed which bisects the Subject Property.

The Lake Villa Plan Commission made its recommendation to the Mayor and Board of Trustees for the approval of the Application of Redwood, USA, LLC for the rezoning of the Subject Property to the UR4 Zoning District and for Preliminary PUD Approval for a Conditional Use Permit based upon the foregoing findings of fact and subject to the following conditions:

1. Prior to commencement of construction:
 - (a) The Petitioner shall, at its sole expense, construct or pay for the construction of all landscaping, stormwater management, all sanitary sewer and water system improvements required for the Development, all in accordance with the final engineering which shall be approved by the Village.
 - (b) The Petitioner shall pay all required developer school and park impact fees prior to the commencement of construction, and has also agreed to voluntarily pay builder transition permit fees as provided by Section 8-5-2 of the Lake Villa Village Code at the time individual building permits are issued.
 - (c) The Petitioner shall secure in writing all permits and approvals from the Village, from CLCJAWA, from Fox Lake and Lake County Public Works, for sewer, water and storm sewer service for the Development.
 - (d) The Petitioner shall secure in writing all permits and approvals from The Lake County Division of Transportation for all access, road improvements, or other transportation infrastructure required for the Development.

- (e) The Petitioner shall file with the Village Treasurer an irrevocable letter of credit substantially in the form attached hereto as Exhibit B and thereby made a part hereof, and in an amount approved by the Village Administrator as a performance guarantee for all required public on-site and off-site improvements for the Development.
- 2. Within six (6) months of the Petitioner's acquisition of the Subject Property, the Village shall establish a back-up Special Service Area for the Development with a maximum SSA special tax rate not to exceed .10%. The Petitioner's maintenance obligations for the Development will be secured by such back-up Special Service Area and shall be subject to a 30-day notice and cure period for the following maintenance and other purposes:
 - (a) Infrastructure, including but not limited to streets, water and sanitary sewer services, stormwater management improvements, sidewalks, and landscaping, and a permanent blanket easement in favor of the Village for same. However, this does not include any water mains and sanitary sewer mains, if any, which will be dedicated to and maintained by the Village.
 - (b) Maintenance of common areas and amenities.
 - (c) Snow removal and ice control within the Development; and
 - (d) Payment of any unpaid water and sewer bills.

The Village will not levy any special taxes to fund said back-up Special Service Area so long as the Petitioner complies in a timely manner with all of its maintenance obligations for the Development.

- 3. Prior to the issuance of any temporary or final Certificate of Occupancy for the Development, the Petitioner shall provide to the Village "as built" final plans showing the precise location of all improvements to the Subject Property, including all buildings, utilities, streets, sidewalks, paths, detention or retention ponds and drainage swales.
- 4. The Final Plat for the Development shall include the dedication of a blanket, non-exclusive easement over, under, across, and through the entire Subject Property for the purpose of maintenance and reconstruction by the Village of the water and sewer mains dedicated to the Village, if any, at such times and in such circumstances as the Village deems expedient, and the Village shall have the right but not the obligations to do such work.
- 5. The Petitioner shall also record in favor of the Village and the Lake Villa Fire Protection District a permanent non-exclusive blanket access easement over the Subject Property for police protection, fire and EMS services, and building inspection services.
- 6. The Final Engineering for the Development shall include final engineering for the design and construction of two (2) multi-use paths, each with a minimum width of eight (8) feet, one (1) which shall be installed in the respective public rights-of-way of Monaville Road (on the North side), and one (1) within Cedar Lake Road (along the West side) which shall each be constructed of a hard surface material of either asphalt or concrete, and before the Petitioner commences such construction, Petitioner shall be obligated to secure all required permits and approvals from the Lake County Division of Transportation for such improvements, subject to applicable Lake County authorization and approval, as it may be provided.

7. The Petitioner shall record a Conservation Easement, substantially in the form attached hereto as Exhibit C and thereby made a part hereof, in favor of the Village over the natural buffer being preserved along the Northern boundary of the Subject Property, which Conservation Easement shall give the Village the right, but not the obligation, to use best management practices to preserve this buffer should the Petitioner fail to do so.
8. During both the construction and operation of the Development, the Petitioner shall, at its expense, comply with all of the endangered species consultation recommendations of the Illinois Department of Natural Resources (sometimes referred to herein as the "Department" or as the "IDNR") relative to Blanding's Turtles and Osprey as described in detail in this Ordinance below.
9. If the structures located on 406 and 500 Monaville Road are not razed and removed prior to issuance of final engineering approval Petitioner shall take all necessary steps to secure demolition permits for all such structures on the Property and shall proceed to cause all structures on the Property to be demolished prior to the commencement of any material site work and/or in conjunction with the commencement of material site work on the Subject Property.
10. Prior to commencement of any construction on the Subject Property, the Petitioner or its predecessor in title shall convey an easement to CLCJAWA for the water main of approximately six hundred feet (600') in length, which water main is already located on the Subject Property along Cedar Lake Road.

WHEREAS, subject to the terms and conditions hereinafter set forth, the Mayor and Board of Trustees of the Village have determined that it is in the best interests of the Village and its residents to grant preliminary (i.e., conceptual and tentative) approval of the Petitioner's Application for Preliminary PUD Approval for the Subject Property in accordance with the Zoning Ordinance of the Village and the other applicable ordinances of the Village:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lake Villa, Lake County, Illinois, as follows:

SECTION 1: The Corporate Authorities of the Village find that the facts stated in the preamble of this Ordinance are true and correct and the same are incorporated into the text of this Ordinance as findings of fact to the same extent as if each had been set forth in its entirety herein.

SECTION 2: The Mayor and Board of Trustees of the Village of Lake Villa hereby accepts and tentatively and conceptually approves the Recommendation and Findings of Fact of

the Lake Villa Plan Commission dated January 26, 2023, which are hereby incorporated herein by reference.

SECTION 3: Preliminary Approval of Petitioner's Application: Subject to the terms and conditions of this Ordinance, as well as the conditions and limitations in the Zoning Regulations and/or Subdivision Regulations of the Village, the Mayor and Board of Trustees hereby tentatively and conceptually approve the Petitioner's Application for Preliminary Approval of a Planned Unit Development which consists of the following revised preliminary exhibits, copies of which are attached hereto as Group Exhibit A and thereby made a part hereof:

- (a) Preliminary PUD prepared by CEMCON and last revised January 18, 2023 for one hundred and eleven (111) dwelling units and one (1) rental center and model;
- (b) Preliminary Plat of Subdivision prepared by CEMCON and last revised January 18, 2023;
- (c) Preliminary Engineering prepared by CEMCON, Ltd. and last dated _____;
- (d) Preliminary Stormwater Management Report prepared by CEMCON, Ltd. and last revised _____;
- (e) Preliminary Architectural Submittal Set (including but not limited to Floor Plans and Elevations last revised on August 15, 2022; and
- (f) Material Board Samples dated April 26, 2022.

Notwithstanding anything shown on or implied by the above preliminary exhibits, no variation, exception or waiver shall be approved or implied by this Ordinance or by the Ordinance which may provide for final PUD approval, unless such variation(s), exception(s), or waiver(s) are each specifically and expressly stated in writing in one or both of such ordinances. Any approval of preliminary exhibits for the purposes of this Ordinance, and/or by the Ordinance hereafter providing for final PUD approval, and/or by any amendments thereto shall not constitute approval of said plans for any other purposes under the Lake Villa Village Code, the Lake Villa Zoning Regulations, or any other applicable ordinances of this Village, and no grant of any variation(s), waiver(s) or exception(s) from any ordinances of the Village are intended or provided unless same are specifically and expressly stated in one or both of said PUD ordinances.

SECTION 4: Express Conditions of Preliminary Approvals: The preliminary approvals for the proposed Development granted pursuant to this Ordinance shall be subject to the following conditions, restrictions, and limitations, and the Petitioner's failure to comply with any of the provisions of this Ordinance may, in the reasonable discretion of the Village Board, and upon adoption of a subsequent Ordinance relative thereto, revoke such preliminary approvals as herein granted:

- (A) No Authorization for Development Activity: The approvals granted by this Ordinance are not and shall not be interpreted in any manner as an authorization for Petitioner and/or its assigns, employee(s), contractor(s), and/or agent(s) to commence any development activity on the Subject Property. The approval(s) granted in this Ordinance are preliminary only and do not authorize and/or imply the authorization of the issuance of any Village permit(s) for the Development, including but not limited to no watershed development permit(s), no building permit(s), no earth-moving permit(s), nor any sewer or water connection permits, which approval shall not occur unless and until the Village Board has first issued its final approval of a Conditional Use Permit for a Planned Development for the Subject Property by a separate and subsequent Ordinance of the Village. The Conditional Use Permit for the Development, as ultimately approved in final form by a separate Ordinance, shall be subject to such reasonable conditions of approval as the Village Board shall determine to be necessary, expedient, desirable, and/or appropriate and may include, at the sole discretion of the Village Board, such other requirement(s) and/or condition(s) which shall be applicable to the proposed Development.
- (B) Subdivision of the Subject Property: No development activity shall occur and no portion of the Subject Property shall be developed until and unless a Plat of Subdivision for the Development has been approved by Ordinance of the Village Board and recorded with the Lake County Recorder of Deeds.

(C) Prior to commencement of construction:

- (i) Prior to any approval of final engineering for the Development and prior to commencement of any construction on the Subject Property, the Petitioner shall cause to be demolished all of the existing structures on both 406 and 500 Monaville Road, and shall thereafter remove and properly dispose of all demolition and other debris from the Subject Property, and properly cap all wells and abandon any septic systems.
- (ii) The Petitioner or its predecessor in title shall convey a non-exclusive easement to CLCJAWA for the water main of approximately six hundred feet (600') in length, which water main is already located on the Subject Property along Cedar Lake Road, which easement shall be provided by or approved by the attorney for CLCJAWA.
- (iii) The Petitioner shall, at its sole expense, construct or pay for the construction of all stormwater management, all sanitary sewer and water system improvements required for the Development, all in accordance with the final engineering which will be approved by the Village.
- (iv) The Petitioner shall pay all required developer school and park impact fees prior to the commencement of construction. The Petitioner has also agreed to voluntarily pay builder transition permit fees as provided by Section 8-5-2 of the Lake Villa Village Code at the time individual building permits are issued to the Petitioner.
- (v) The Petitioner shall secure in writing all permits and approvals from the Village, from CLCJAWA, from Fox Lake and Lake County Public Works, for sewer, water and storm sewer service for the Development.
- (vi) The Petitioner shall secure in writing all permits and approvals from the Lake County Division of Transportation for all access, road improvements, or other transportation infrastructure required for the Development.
- (vii) The Petitioner shall file with the Village Treasurer an irrevocable letter of credit in a form acceptable to the Village Attorney and in an amount approved by the Village Administrator as a performance guarantee for all required on-site and off-site improvements for the Development.

(D) Within six (6) months of the Petitioner's acquisition of the Subject Property, the Village shall establish a back-up Special Service Area for the Development with a maximum SSA special tax rate not to exceed .10%. The Petitioner's maintenance obligations for the Development will be secured by such back-up Special Service Area and shall be subject to a 30-day notice and cure period for the following maintenance and other purposes:

- (i) Infrastructure, including but not limited to streets, water and sanitary sewer services, and a permanent blanket easement in favor of the Village for same, stormwater management improvements, sidewalks, and landscaping. However, this does not

- include any water mains and sanitary sewer mains, if any, which will be dedicated to and maintained by the Village;
- (ii) Maintenance of common areas and amenities;
- (iii) Snow removal and ice control within the Development; and
- (iv) Payment of any unpaid water and sewer bills.

The Village will not levy any special taxes to fund said back-up Special Service Area so long as the Petitioner complies in a timely manner with all of its maintenance obligations for the Development.

- (E) Prior to the issuance of the final Certificate of Occupancy for the Development, the Petitioner shall provide to the Village “as built” final plans showing the precise location of all improvements on or related to the Subject Property, including all buildings, utilities, sewer mains, water mains, streets, sidewalks, paths, detention or retention ponds, drainage swales and other stormwater management facilities. The Village acknowledges that Petitioner may apply for temporary or final Certificates of Occupancy on a building by building basis and that the Development may be completed in one or more phases, which phases will be divided by the creek and partial “as-builts” relative to one or more of such phases shall be provided to the Village by the Petitioner.
- (F) The Final Plat of Subdivision for the Development shall include the dedication to the Village of a blanket, non-exclusive easement over, under, across, and through the entire Subject Property for the purpose of maintenance by the Village of the public water and sewer mains at such times and in such circumstances as the Village deems expedient, but the Village shall have the right but not the obligation to do so.
- (G) The Petitioner shall also record in favor of the Village and the Lake Villa Fire Protection District a permanent, non-exclusive blanket access easement over the Subject Property for police protection, fire and EMS services, and building inspection services.
- (H) The final engineering for the Development shall include final engineering for the design and construction of two (2) multi-use paths, each with a minimum width of eight (8) feet,

one which shall be installed within Monaville Road (on the North side) and one within Cedar Lake Road (along the West side) which shall be constructed of a hard surface material of either asphalt or concrete.

- (I) The Petitioner shall record a Conservation Easement in favor of the Village over the natural buffer being preserved along the Northern boundary of the Subject Property, which Conservation Easement shall give the Village the right, but not the obligation, to use best management practices to preserve this buffer should the Petitioner fail to do so.
- (J) In the sole discretion of the Village, and if requested by the Village in writing, in lieu of constructing said public multi-use paths during the construction of the first phase of the Development, the Petitioner shall be required to deposit with the Village Treasurer good funds for the future design and construction of such multi-use paths in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of the construction and the construction engineering supervision for such improvements, which estimate shall be provided by or approved by the Village. If Petitioner deposits such funds, the Village acknowledges and agrees that Petitioner will be immediately released from any and all obligations or responsibilities with regard to the construction or installation of such multi-use paths.
- (K) During both the construction and operation of the Development, the Petitioner shall, at its expense, comply with all of the endangered species consultation recommendations of the Illinois Department of Natural Resources relative to Blanding's Turtles and Osprey, as follows:
 - a. Blanding's Turtle:
 - (i) All on-site personnel shall be educated by the Petitioner about this species and be instructed to stop work immediately and contact the Department (Brad Semel, Natural Heritage Division, 815-675-2386, Ext. 216) if any such turtles are encountered in the project area.

- (ii) Fliers with photos of adult and juvenile Blanding's turtles, and life-history information, shall be distributed by the Petitioner to personnel and to the Petitioner's contractors and subcontractors.
 - (iii) Exclusionary fencing as approved by the Village Administrator shall be installed by the Petitioner, at the Petitioner's expense, around any area disturbed by the Development during construction and thereafter to partition off any wetland areas before the active season of such turtles (March 1st – November 1st).
 - (iv) Exclusionary fencing shall be trenched into the ground (a minimum of 4 inches), and inspected daily for Blanding's turtles by the Petitioner or by its agent(s).
 - (a) Fencing shall be installed by the Petitioner, at the Petitioner's expense, with turnarounds at open ends and at any access openings needed in the fencing, in order to redirect animals away from openings.
 - (v) Excavations shall be inspected daily by the Petitioner for trapped wildlife and safely covered overnight. Soil or other potential turtle nesting medium stockpiles shall also have exclusionary fencing installed around the perimeter to discourage turtle nesting and potential harm to the animals.
 - (vi) A permanent exclusionary barrier as approved by the Village Administrator between any wetlands and the project site shall be incorporated into project plans and installed by the Petitioner, at the Petitioner's sole expense, to prevent turtles from entering areas where they may be adversely impacted by daily activity. Such barrier shall include turnarounds where needed and shall be trenched by the Petitioner into the soil a minimum of 4 inches.
- b. Osprey:
 - (i) Tree removals by the Petitioner and/or by its agent(s) shall be done outside of the nesting period of between April 1st and July 31st, inclusive;
 - (ii) If these dates cannot be accommodated, the Petitioner shall request the IDNR to conduct a nest survey to determine whether Osprey are utilizing trees for nests.
- c. If additional protected resources are unexpectedly encountered during the Development's construction and operations, the applicant must comply with the applicable IDNR and federal statutes and regulations.
- d. No take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the Illinois Endangered Species Act, the Fish and Aquatic Life Act, the Wildlife Code and other applicable authority.
- e. To help protect native wildlife and enhance natural areas in the project area, the Petitioner and its tenants and agents shall comply with the following lighting standards for all temporary and/or permanent lighting for the construction and/or operation of the Development in order to minimize adverse effects to wildlife :
 - (i) All lighting shall be fully shielded fixtures that emit no light upward.
 - (ii) Only "warm-white" or filtered LEDs (CCT < 3,000 K; S/P ratio < 1.2) shall be used to minimize blue emission.

- (iii) The only lighting used on the Subject Property shall be limited to the exact space and those lumens needed to meet the Development's safety requirements.
- (iv) The Petitioner shall avoid over-lighting if LEDs are used.

(L) Fees and Costs: In compliance with applicable provisions of the Village of Lake Villa Village Code, including but not limited to Title 10, "Zoning Regulations", Title 11, "Subdivision Regulations", and Section 1-5-3, "Debts and Legal Obligations Due to the Village" thereof, Petitioner is and shall be required to timely pay all applicable fees and costs and/or to reimburse the Village for any and all costs incurred by the Village relating to the proposed development of the Subject Property and any approvals related thereto (including but not limited to review and preparation of documents for granting preliminary and final approvals thereof and enforcement of such approvals), including any costs associated with the review and approval of plans and other documents prepared or to be prepared by Petitioner relative to the proposed Development. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Subject Property, and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate. The Village shall provide a tax-exempt letter to the Petitioner but only relative to materials used to construct public improvement(s) to be owned by or dedicated to the Village.

(M) Binding Effect: The rights and obligations set forth in this Ordinance shall be and are binding upon and inure to Petitioner and upon any and all of Petitioner's heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property; provided that the effect of this Ordinance shall be superseded upon passage of an ordinance granting the rezoning and final PUD approval for the Subject Property. To the extent that a successor becomes bound to the obligations created herein pursuant to a transferee assumption agreement acceptable to the Village, and such

successor demonstrates to the Village that it has the financial viability to meet the obligations herein, the Petitioner shall be released from its obligations under this Ordinance to the extent of the transferee's assumption of such liability. The failure of the Petitioner to provide the Village with an enforceable transferee assumption agreement as herein provided shall result in the Petitioner remaining fully liable for all of its obligations under this Ordinance but shall neither preclude a transfer nor relieve the transferee of its liability for all such obligations as a successor to Petitioner. Notwithstanding the foregoing, Petitioner may assign its rights and obligations set forth in this Ordinance to one or more affiliates, which affiliate(s) will become the fee simple owner of the Property, and the Village consents to such assignment to Petitioner's affiliate(s) without the need for a transferee assumption agreement, but the assignment of this Ordinance and the preliminary approval herein provided to any third party other than an affiliate of the Petitioner shall require such a transferee assumption agreement executed by such third-party transferee and the written consent of the Corporate Authorities of the Village.

(N) Duration and Vacation of Approved Preliminary Plan: The Approved Preliminary Plans shall remain in force subject to the limitations set forth in the Zoning Ordinance; provided that Petitioner may cause the Approved Preliminary Plans to be vacated as authorized under the Zoning Ordinance.

(O) Indemnification:

(1) The Village agrees to cooperate with the Petitioner, and/or its successors and/or assigns, in defending any action which contests any aspect of this Ordinance or of the rezoning of the Subject Property and Conditional Use for a Planned Development which are granted preliminary approval herein. The Petitioner, for itself individually as well as on behalf of its successors and/or assigns, agrees to hold harmless and indemnify the Village, its elected and appointed officials, officers, employees, and

other agents (the “Indemnified Village Parties”) relative to any such actions and/or costs, claims, or expenses relative thereto, and all costs, including attorneys’ fees, incurred by the Village in connection therewith (but excluding any actions, costs, claims, or expenses resulting from the gross negligence or willful misconduct of the Indemnified Village Parties) shall be paid for by the Petitioner or reimbursed to the Village by the Petitioner. The Village may require a reasonable deposit by the Petitioner to cover any such anticipated costs.

- (2) The Petitioner hereby undertakes and agrees, to the greatest extent permitted by law, to indemnify, defend, save and keep harmless the Indemnified Village Parties from and against any loss, cost, damage, liability, claim or expense, including attorneys’ fees, which any of the Indemnified Parties may suffer, incur or sustain from or arising out of any injuries to or death of any person or persons, or damage to or loss of any real or personal property, including but not limited to damage to the Property of the Petitioner and/or to the property of tenants or invitees of the tenants, including but not limited to damages due to or resulting directly or indirectly from the Subject Property and/or from any use and/or occupancy of the Subject Property and/or from the Conditional Use Permit herein granted preliminary approval (but excluding any actions, costs, claims, or expenses resulting from the gross negligence or willful misconduct of the Indemnified Village Parties).

(P) Remedies:

- (1) Any violation of this Ordinance shall also be deemed a violation of the Village of Lake Villa Zoning Code and the Lake Villa Village Code and each day such a violation exists or continues shall constitute a separate offense. As provided in the Village of Lake Villa Village Code, each such offense shall be punishable by a mandatory minimum daily fine of not less than \$100.00 per day and not more than

\$750.00 per day as provided by the Village of Lake Villa Zoning Regulations and the Lake Villa Village Code.

- (2) In the event the Petitioner, and/or its successors and/or assigns, fails to timely pay or reimburse the Village for any fees and/or expenses due pursuant to this Ordinance or pursuant to the other applicable ordinances of the Village, or if the Petitioner otherwise violates this Ordinance, or is otherwise in default in its obligations under this Ordinance, and has been notified of and failed to cure such default within thirty (30) days after receipt of such notice by the Petitioner and/or its successor(s) and/or assign(s), the Village shall be entitled to all remedies available at law and/or in equity and, in addition to all other remedies available including those otherwise set forth in this Ordinance, the Village may suspend, revoke, or decline to issue any building, occupancy and/or other permit, license(s), or approvals required by the ordinances of the Village and/or the Village may suspend or revoke the Conditional Use Permit herein granted. Such notice as required by this Subparagraph 2 may be sent via email and/or via U.S. Certified Mail, Return Receipt Requested, and Postage Prepaid.

- (Q) Severability Clause: It is the intention of the Corporate Authorities that this Ordinance and every provision thereof shall be considered separable and the invalidity of any section, clause, provision, part, or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Corporate Authorities hereby declare that it would have approved each section,

subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

- (R) Exhibits: Attached hereto as Group Exhibit A and thereby incorporated herein by reference, are all the submittals which were reviewed and considered by the Plan Commission and by the Board of Trustees of the Village. All such exhibits attached to this Ordinance are deemed to be and are expressly made a part of and incorporated into this Ordinance to the same extent as if each such exhibit had been set forth in its entirety in the body of this Ordinance, provided, however, the exhibits attached to this Ordinance as herein provided are tentative, conceptual, and preliminary only (i.e., tentative and conceptual), and the incorporation by reference of such exhibits shall not constitute final approval for the purposes of issuance by the Village of building permits, Watershed Development Ordinance permits, or for any other Village permits or approvals.
- (S) Approval Authority: If any provisions of this Ordinance delegate approval authority to any Village officer, employee, or agent for any aspect of this Ordinance, then either the Petitioner or such officer, employee, or agent of the Petitioner, and/or its successors and/or assigns, as the case may be, shall have the right to have any such decision of such Village officer, employee or agent, or his or her designee, reviewed, reconsidered, and a final decision thereon made by the Board of Trustees of the Village. Any reference in this Ordinance to the authority of the Mayor or the Village Administrator to grant or deny an approval shall, whether or not so specified, include the authority for such decision to be reviewed and made by the Mayor and Board of Trustees as the Corporate Authorities of the Village.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided however, that the approval(s) granted by

this Ordinance shall have no force or effect unless and until Petitioner has caused a duly authorized person to execute and thereafter file with the Village the unconditional agreement and consent in the form entitled “Acceptance” attached hereto and by this reference incorporated herein and made a part hereof (the “Acceptance”); provided further that, if the Petitioner does not so file the Acceptance within sixty (60) days following the passage of this Ordinance, the Village Board may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke all preliminary approvals granted in this Ordinance.

SECTION 6: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law and acceptance thereof by the Petitioner and the other Petitioners as provided below. The Village Clerk is also hereby directed to record a certified copy of this Ordinance, with all attachments, with the Lake County Recorder of Deeds.

Passed by the Corporate Authorities on February 21st, 2023, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on February 21, 2023.

James McDonald, Mayor,
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

Published in pamphlet form this 21st day of February, 2023.

ACCEPTANCE

The undersigned on behalf of the Petitioner, Redwood USA, LLC as the Petitioner, and its successors and assigns, hereby states that the undersigned is a duly authorized agent of the Petitioner and on behalf of such Petitioner hereby accepts, consents to and agrees to the terms, conditions, and restrictions of the foregoing Ordinance this ____ day of _____, 2023.

PETITIONER:

Redwood USA, LLC

By: _____

Name: David Conwill

Its Authorized Manager and Authorized Agent

GROUP EXHIBIT A

2023 APPROVED PRELIMINARY PLANS

- (A) Preliminary Plat of Subdivision prepared by CEMCON and last revised January 18, 2023;
- (B) Preliminary PUD prepared by CEMCON and last revised January 18, 2023 for one hundred and eleven (111) dwelling units and one (1) rental center (model);
- (C) Preliminary Engineering prepared by CEMCON, Ltd.;
- (D) Preliminary Stormwater Report prepared by CEMCON Ltd and last revised _____;
- (E) Preliminary Floor Plans and Elevations prepared by _____ and last revised on _____; and
- (F) Material Board Samples dated April 26, 2022.

EXHIBIT B

FORM OF LETTER OF CREDIT

(Issuer's Letterhead)

IRREVOCABLE LETTER OF CREDIT NO. _____

Date: _____

Expiration Date: _____

Amount: _____

Applicant/Permittee: _____
(Name)

(Address)

(City, State, Zip Code)

BENEFICIARY: Village of Lake Villa
65 Cedar Avenue
Lake Villa, IL 60046

PERMITTEE: _____

ADDRESS OF PROJECT: _____

BUILDING PERMIT NO. _____

Dear Beneficiary:

The undersigned Bank (the "Bank" or the "Issuer") hereby established in your favor our Irrevocable Letter of Credit No. ____ which is available for negotiation of your draft at sight, drawn on _____, bearing the clause: "Drawn under _____ Irrevocable Letter of Credit No. _____", and accompanied by:

A signed statement by any officer, or authorized employee, or agent of the Village stating that:

1. The Mayor or Village Administrator has found that the construction, addition, and/or remodeling of the Project as identified above has not been completed in a timely manner and in compliance with the rules, regulations and provisions of the Village of Lake Villa Village Code and with State law; and/or
2. This letter of credit will expire within thirty-five (35) days or less and the Village has not received a renewal letter of credit; and/or
3. The Village has received written notice that this Letter of Credit is about to expire, and no replacement letter of credit in a form satisfactory to the Village of Lake Villa has been received by it on or before thirty-five (35) days prior to the expiration of this letter of credit; and/or
4. The Permittee has not paid, or caused to be paid within forty-five (45) days of the date when billed by the Village, professional expenses incurred by the Village relating to the Project.

Notwithstanding the expiration date stated above, this Letter of Credit shall continue in full force and effect and shall not expire unless and until the Village has been given written notice by certified mail, return receipt requested, that the Letter of Credit is about to expire. The Letter of Credit shall thereafter expire thirty-five (35) days after said notice, but no sooner than the above-described expiration date.

The undersigned Bank hereby undertakes and engages that all demands made in conformity with this Irrevocable Letter of Credit will be duly honored upon presentation. If, within three (3) business days of the date any demand made in conformity with this Irrevocable Letter of Credit is presented, the undersigned Bank fails to honor the same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Village of Lake Villa in enforcing the terms of this Letter of Credit.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted within the terms of this Letter of Credit will be duly honored at maturity. The amount of each draft must be endorsed on the reverse of this Letter of Credit by the Bank. Any demand made on this Letter of Credit may be presented by U.S. mail, overnight courier, or in person to any office or branch of the Bank in Illinois.

Any action to enforce or otherwise relating to this Letter of Credit shall be brought in Lake County, Illinois, and Illinois law shall govern.

Very truly yours,

("Bank")

By: _____
President

[CORPORATE SEAL]

ATTEST:

By: _____
Secretary

EXHIBIT C

FORM OF CONSERVATION EASEMENT AGREEMENT

DECLARATION OF CONSERVATION
AND DRAINAGE EASEMENTS AND
COVENANTS, CONDITIONS AND RESTRICTIONS

RE: Outlot ____ Re: Redwood of Lake Villa
Planned Development

THIS DECLARATION is made this _____ day of _____, 20__, by and between REDWOOD _____, LLC, an Ohio limited liability company, whose address is 7007 E. Pleasant Valley Road, Independence, Ohio 44131 (hereinafter "Grantor" or "Redwood") and the VILLAGE OF LAKE VILLA, an Illinois municipal corporation, whose address is 65 Cedar Avenue, Lake Villa, IL 60046 (hereinafter the "Village"):

W I T N E S S E T H:

The following recitals are a material part of this Declaration:

A. Grantor is the owner in fee simple of certain real property legally described as follows:

[INSERT LEGAL DESCRIPTION]

(the "Subject Property")

Permanent Real Estate Index Number: _____

Common Address of real estate: Outlot ____ located along the North property line of P.I.N. 06-08-100-048.

Prepared by and after recording, please return to:

Mr. James P. Bateman
Bateman Law Offices, Ltd.
800 Hart Road, Suite 311
Barrington, IL 60010

(02/14/23)

Telephone (847) 381-7840

B. Grantor has purchased in fee simple title the Subject Property and intends to develop the same; and
C. The Village is the beneficiary of the conservation and drainage easements herein established by the Grantor; and

D. Portions of the Subject Property are valuable as natural habitat for wildlife and a natural setting for native flora, such portions being more particularly described on attached Exhibit A (the "Easement Area"); and

E. It is the desire of Grantor and the Village that by the recording of this Declaration, the easements, covenants, conditions, restrictions, charges and liens created herein shall govern and control the Easement Area so as to create and provide a continued means to preserve, restore and/or maintain the Easement Area as nearly as practicable in its pre-settlement condition as open space and a natural area; and

F. Grantor also desires to establish and reserve a permanent, non-exclusive drainage and access easement over the Easement Area in favor of the Village, subject to the terms and conditions of this Declaration.

NOW THEREFORE, in consideration of the foregoing, the sum of Ten and No/100's Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Village agree as follows:

1. **Declaration.** Grantor hereby declares that the Easement Area shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions, which are hereby granted by Grantor and which shall run in perpetuity with the Easement Area and be binding in perpetuity on all persons and/or entities having any right, title or interest in and to all or any portion of the Easement Area, and their respective heirs, successors and assigns, and such easements, covenants, conditions, and restrictions shall inure to the benefit of both the Grantor and the Village and shall be jointly or severally (i.e., separately) enforceable by either the Grantor or the Village. The owner or owners of record from time to time of the Easement Area shall maintain the Easement Area in accordance with the easements, covenants, conditions and restrictions contained herein.
2. **Recitals Incorporated by Reference.** The provisions of the aforestated recital paragraphs are incorporated herein by this reference as if they had been fully set forth in the text of this Declaration.
3. **Conservation Easement.** Subject to the terms of this Declaration and for the purposes stated within this Declaration, the Grantor hereby declares and reserves to itself, and also grants, gives, and conveys to the Village a conservation easement in perpetuity in, to, and on the Easement Area.
 - A. **Affirmative Conservation Covenants.** The Easement Area shall at all times be used only for the following purposes or for any of them:
 - (1) To preserve the aesthetic and ecological quality of the Easement Area;

- (2) To promote natural and scenic enjoyment and to protect the ecological systems and water resources in, on, and surrounding the Easement Area;
- (3) To preserve or aid in the restoration and preservation of all types of wild nature, including natural and/or restored natural areas, features and objects;
- (4) To promote the study of ecology, natural history, conservation and plant and animal life, and to promote education in nature preservation and conservation; and
- (5) To establish a nature reserve, sanctuary, and protected area for educational, scientific, aesthetic and groundwater recharge purposes.

B. **Negative Covenants.** Within the Easement Area, Grantor, the Village, and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, invitees, subsidiaries, affiliates, successors, grantees and assigns shall be restricted as follows:

- (1) No building, outbuilding, or other structure or improvement, whether for temporary or permanent use, including, but not limited to signs, tents, trailers, mobile homes, shacks, sheds, garages, barns, tree houses, and patios shall be placed, permitted, or constructed upon or within the Easement Area, except utility facilities, structures, and appurtenant equipment and improvements as permitted by existing easements or as otherwise mutually agreed to by Grantor and the Village, and consistent with the applicable ordinances of the Village, including but not limited to its Zoning Regulations, and Village of Lake Villa Ordinance No. _____ and Ordinance No. _____ providing for preliminary and final approval of the Redwood of Lake Villa Planned Development;
- (2) No fences shall be placed, permitted or constructed upon or within the Easement Area, by Grantor or its agents except when required by sound conservation practices, generally accepted natural resource management, and/or sound engineering and storm water management practices, as determined and as approved in writing by the Corporate Authorities of the Village.
- (3) No part of the Easement Area shall be used or caused to be used, or authorized in any way, directly or indirectly, for any commercial, manufacturing, mercantile, storage, vending or other related purpose;
- (4) No horses, livestock, poultry, or the like, shall be kept or maintained in, on or upon the Easement Area, and no grazing of domestic animals shall be permitted in, on, or upon the Easement Area;
- (5) No billboard or other advertising device of any character shall be erected or maintained upon any part of the Easement Area. The owner of the Subject Property may erect such identification and directional signs as may be permitted from time to time as exempt sign(s) pursuant to the applicable provisions of the Village's Zoning Regulations or as otherwise approved by the Village;

- (6) No refuse, trash, debris, vehicle bodies or parts, junk, waste or unsightly or offensive material shall be placed, stored or dumped on the Easement Area;
- (7) All reasonable and necessary steps shall be taken by the owner or owners of record from time to time of such Easement Area to preserve and protect all indigenous trees and other indigenous vegetation (hereinafter collectively referred to as “indigenous vegetation”) of good quality, which shall be maintained and/or replanted wherever possible. No activities shall be conducted in the Easement Area which shall impair the restored, pre-settlement condition of the indigenous vegetation of the Easement Area and no trees, grasses, or other vegetation shall be cut or otherwise destroyed except for the following activities which shall be permitted and subject to the conditions set forth below:
 - (a) Non-indigenous plant species may be cut, removed, or otherwise destroyed to return the Easement Area to, or maintain the Easement Area in a natural or restored natural pre-settlement condition, and, all trees and other plant material may be allowed to die and decay naturally consistent with sound conservation practices and generally accepted natural resource management practices so as to assure the continued ecological balance and vitality of the Easement Area; and
 - (b) As may be required by sound conservation practices and generally accepted natural resource management practices, including, but not limited to controlled burns consistent with the provisions of the Village of Lake Villa Village Code and other applicable laws, statutes, rules and regulations, provided, however, there shall be no removal, destruction, or cutting of any indigenous trees on or within the Easement Area (except those species of trees as may now be exempt or may hereafter be made exempt from protection pursuant to the applicable provisions of the Village of Lake Villa Village Code, or except as otherwise provided for by the Village of Lake Villa Village Code or other applicable Village ordinances), but only with the prior written approval of the Corporate Authorities of the Village.
 - (c) No non-indigenous species shall be planted or otherwise introduced in the Easement Area but indigenous vegetation may be planted on or within the Easement Area, and other conservation techniques may be employed on or within the Easement Area consistent with sound conservation practices and generally accepted natural resource management practices so as to assure the continued ecological vitality of the Easement Area.
- (8) No hunting or trapping shall be permitted within the Easement Area except as necessary to keep the animal population within the numbers consistent with sound conservation practices and

generally accepted natural resource management practices so as to assure the continued ecological balance and vitality of the Easement Area;

- (9) No manipulation or alteration of existing drainage, natural water courses, wetlands, or other bodies of water or activities or uses detrimental to water quality shall occur on or within the Easement Area if it shall reduce the storm water storage capacity of the Easement Area;
- (10) The grade of the Easement Area shall not be changed or altered, and there shall be no excavation, filling, dredging, mining or drilling, removal of loam, topsoil, sand, gravel, rock, minerals or other materials, except such filling or minor excavation may be permitted if consistent with sound engineering and/or storm water management practices, sound conservation practices and generally accepted natural resource management practices;
- (11) No use of the Easement Area which is inconsistent with, which conflicts with, or which interferes with, hinders, or obstructs the purposes and rights granted by this Declaration shall be permitted on or within the Easement Area;
- (12) No operation of snowmobiles, dune-buggies, motorcycles, four-wheel drive vehicles, or any motorized vehicles shall be permitted upon or within the Easement Area, provided, however, this restriction shall not prohibit the use of such vehicles on the Easement Area to respond to an emergency or to facilitate the care, maintenance, and/or restoration of the Easement Area consistent with this Declaration; and
- (13) No acts or uses inconsistent with sound conservation practices, generally accepted natural resource management practices, and/or sound engineering and/or storm water management practices, with the exception and to the extent and as necessary to comply with the easements set forth herein.

4. **Drainage Easement.** Subject to the terms of this Declaration and for the purposes stated within this Declaration, the Grantor hereby grants and conveys to the Village and its successors and/or assigns, a permanent, non-exclusive blanket drainage easement over the Easement Area to permit and require that the Easement Area receive existing storm water run-off from other properties within the vicinity of the Easement Area and other lands tributary thereto, and the Grantor and any other owner from time to time of the Easement Area agree to receive such storm water in, on, upon, over, under, across, along, and through the Easement Area consistent with sound conservation practices, generally accepted natural resource management practices, and/or sound engineering and/or storm water management practices.

5. **Enforcement.**

- A. The use, care, maintenance, repair, reconstruction and improvement of the Easement Area consistent with this Declaration shall be the right and obligation of the owner or owners of record from time to time of

the Easement Area, including but not limited to the Grantor, and shall specifically include maintaining the Easement Area in a condition consistent with this Declaration; and

B. The Village shall have the separate right, but not the obligation to exercise such right, to enforce, by any proceeding at law or in equity, including an action for specific performance of any and all easements, covenants, conditions, and restrictions now or hereafter imposed by the provisions of this Declaration.

6. **Responsibility for Claims; Indemnity.** By its retaining and/or by its acceptance of title to the Easement Area, the Grantor and other owner or owners of record from time to time of the Easement Area, for their respective heirs, successors, and/or assigns, assume the sole and entire responsibility to the Village and its officers, employees, agents, contractors, affiliates, successors, grantees and assigns (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively, the "Indemnitees") (but the obligations of Grantor and other owner(s) of the Easement Area shall be exclusively to the Indemnitees) for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to any negligence, any intentional act, and/or any other act or omission, in the use, operation, maintenance, and/or improvement of the Easement Area (but excluding any actions, costs, claims, or expenses resulting from the gross negligence or willful misconduct of the Indemnitees), and during the respective ownership of Grantor and other owners, said owner or owners hereby release the Indemnitees from any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, but not limited to, reasonable attorneys fees and litigation costs incurred by Indemnitees in connection therewith) and for damage or destruction of the Easement Area, that may arise from such use or misuse of the Easement Area (including, but not limited to, any and all such liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense) provided, however, this shall not release Indemnitees from liability that may arise as the sole result of Indemnitees' actions or as the sole result of Indemnitees' negligence, willful misconduct, or breach of any covenants contained herein. The owner or owners of record from time to time of the Easement Area hereby also agrees to indemnify, defend and hold the Indemnitees harmless from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, but not limited to, reasonable attorneys= fees and litigation costs incurred by Indemnitees in connection therewith) and for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to any negligence, any intentional act, and/or any other act or omission, in the use, operation, maintenance, and/or improvement of the Easement Area, provided, however, Grantor and other owner(s) do not agree to indemnify, defend and hold any Indemnitee harmless for any liability which is solely due to that Indemnitee's actions or as a sole result of that Indemnitee's negligence, willful misconduct or breach of any covenants contained herein.

7. **Covenants, Conditions, Restrictions, and Easements Running with the Land.** All provisions of this Declaration, including the benefits and burdens, shall run with the land and are binding upon and inure 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 Easement Area. Each owner of all or any portion of the Easement Area, and all subsequent owners thereof, by acceptance of a deed to all or any portion thereof, whether or not it shall be so expressed in such deed, shall be deemed by such action to covenant and agree to be bound by each and every easement, covenant, condition, restriction, charge and lien created or recited herein. In furtherance thereof, this Declaration shall be recorded against, and deemed as easements, covenants, conditions, restrictions, charges and liens running with and binding upon, the Easement Area in perpetuity.
8. **Transfer by Grantor.** The respective rights and interests of the Village and of Grantor in this Declaration shall not be separated from the remainder of the Subject Property unless, at the request and option of Grantor, conveyed to a public agency or a not-for-profit corporation qualified to accept same and approved in writing by the Corporate Authorities of the Village, the approval of which shall be not be unreasonably withheld by the Village.
9. **Access to the Easement Area.** The Village shall have a right of ingress and egress and access in, on, upon, over, under, across, along and through the Easement Area at reasonable times and only for its officers, employees, agents, and contractors, authorized persons to and from the Easement Area as reasonably necessary to monitor Grantor's compliance with and to fulfill the purposes of this Declaration and for purposes of the Conservation and Drainage Easements herein granted, provided that such entry shall only be upon advance notice to the Grantor or its successor(s) and/or assign(s), except where the Village determines that an emergency or other exigent circumstance(s) exists which makes such notice to the Grantor impractical.
10. **Compliance with All Laws.** All construction, maintenance, repair, replacement, and reconstruction of the Easement Area shall comply with all applicable laws, ordinances, building codes and regulations of general application (collectively, "Laws"), including but not limited to the Village of Lake Villa Village Code and the Zoning Regulations which are part thereof. This Declaration does not abrogate or supersede any applicable laws requiring the parties to obtain permits, licenses, inspections or approvals in order to perform any construction, maintenance, repair, replacement and reconstruction, as may be necessary on the Easement Area as contemplated herein.
11. **Notices.** All notices and other communications given pursuant to this Declaration shall be in writing and shall be deemed properly served if delivered upon personal delivery, on the first (1st) business day following delivery to an overnight courier service or on the third (3rd) business day after deposit in the US. Mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to the Grantor/Village: Village Administrator

Village of Lake Villa
65 Cedar Avenue
Lake Villa, IL 60046

With a copy to: Bateman Law Offices, Ltd.
800 Hart Road, Suite 311
Barrington, IL 60010

If to Grantor: _____

With a copy to: _____

or to such other address as one party may serve upon the other party through notice as set forth in this Paragraph.

12. **Construction of Declaration.** The rule of strict construction does not apply to this Declaration. This Declaration shall be given a reasonable construction so that the intention of the parties to confer commercially usable rights on the Village and the Grantor is carried out.
13. **Gender.** Wherever appropriate in this Declaration, words importing the masculine gender include the feminine and/or neuter, words importing the feminine gender include the masculine and/or neuter, words importing the neuter include the masculine and/or feminine, words importing the singular number include the plural, and words importing the plural number include the singular.
14. **Severability.** If any portion of this Declaration shall be held invalid or unenforceable by legislation, judicial decision or any other reason, the valid and enforceable provisions, or those valid and enforceable portions thereof, shall remain in full force and effect.
15. **Amendments.**
- (a) This Declaration may be amended by an instrument executed and acknowledged by all of the owner or owners of record of the Easement Area, by an authorized LLC Manager of Redwood _____, LLC who has been duly authorized for such purpose, and by the Mayor and Village Clerk of the Village upon the direction of the Corporate Authorities of the Village provided, however, any such amendment shall become effective upon its recordation in the Office of the Recorder of Deeds of Lake County.
 - (b) The foregoing covenants and restrictions contained in this Declaration are intended to maintain the Easement Area in perpetuity provided, however, that if any of the privileges, covenants, conditions, restrictions, easements, liens, rights, or interests created by this Declaration shall be unlawful, void or

voidable for violation of the rule against perpetuities, then such provision shall continue in force and effect only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Joe Biden.

16. **Governing Law.** This Declaration shall be construed and enforced pursuant to the laws of the State of Illinois.
17. **Counterparts.** This Declaration may be executed by each of the parties hereto in separate counterparts, and when affixed together after such separate execution, such counterparts shall have the same force and effect as if all the parties had executed it as a single document.

IN WITNESS WHEREOF, the undersigned, being the parties hereto, have hereunto executed this Declaration as of the day and year first above written.

ACKNOWLEDGED AND AGREED TO BY:

REDWOOD _____, LLC, Grantor

By: _____
[Print Name] _____
One of Its Managers and Its Duly Authorized Agent

VILLAGE OF LAKE VILLA

By: _____
Its Mayor

ATTEST: _____
Its Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify, that JAMES McDONALD, Mayor of the Village of Lake Villa, and MARY KONRAD, Village Clerk of the Village of Lake Villa, not personally, but as officers of the Village of Lake Villa as aforesaid, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village of Lake Villa for the uses and purposes therein set forth, and the said Village Clerk then and there acknowledged that she did affix the corporate seal of said Village of Lake Villa to said instrument as her own free and voluntary act and as the free and voluntary act of said Village of Lake Villa, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My commission expires: _____

* * * * *

STATE OF OHIO)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that _____, personally known to me to be an Authorized Manager and duly authorized agent of REDWOOD _____, LLC, an Ohio Limited Liability Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given as the Authorized Manager of said Limited Liability Company as his free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My commission expires: _____