

AGENDA
CITY OF PLANO
COMMITTEE OF THE WHOLE
January 12, 2026
Immediately following the City Council
meeting

1. Citizens' Comments
2. Discussion Of A First Amended Planned Unit Development Agreement And Preliminary Plat Of Resubdivision Of Lot 3. Gjovik Ford P.U.D.

Documents:

[26-01-12 COW GJOVIK COVER MEMO.PDF](#)
[26-01-12 COW GJOVIK ATTACHMENTS.PDF](#)
[26-01-12 COW GJOVIK ORIGINAL 2019 GJOVIK PUD.PDF](#)
[26-01-12 COW GJOVIK FIRST AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT DRAFT.PDF](#)

3. Citizens' Comments
4. Aldermen Comments

DATE: January 12, 2026
TO: Committee of the Whole
FROM: Martin J. Shanahan
SUBJECT: Discussion of a First Amended Planned Unit Development Agreement and Preliminary Plat Of Resubdivision of Lot 3

PURPOSE

Discuss amending initial Planned Unit Development Agreement (Gjovik PUD) to add a phase II development of three (3) multi-family residential buildings and Preliminary Plat Of Resubdivision of Lot 3.

BACKGROUND

GC Investment Properties, Inc., an Illinois Corporation, Gjovik Ford Inc., an Illinois Corporation and the City of Plano, Illinois, an Illinois Municipal Corporation, entered into a Planned Unit Development Agreement on or about July 8, 2019 (“initial Gjovik PUD”). The initial Gjovik PUD agreement included a preliminary plat with three (3) buildable lots, ability of phased construction and approved phase I construction of the Ford Dealership on lot 1. Phase I construction of the Ford dealership was completed in 2020. Pursuant to Paragraph 5.1, Phasing, of the Initial Gjovik PUD, GC Investment Properties, Inc, has the right to subdivide and develop the Property in phases. The new owner, Todd O’Reilly, (Tera Ford Inc., successor to Gjovik Ford Inc.) is asking for approval of an amendment to the initial Gjovik PUD to include a re-subdivision of lot 3 and phase II construction of three (3) multi-family residential buildings on proposed new lot 4.

On December 1, 2025 a proposal was presented to the City of Plano Planning and Zoning Commission by Dylan Fuller of Global Power & Construction, representing the Owner. The proposal included the following documents (which are also included for your review):

- Preliminary Plat of Subdivision
- Preliminary Site plan
- Landscape plan
- Lighting plan
- Elevations and
- Floor plans

Our City Attorney, Karl Otteson, was also present at the Planning and Zoning Commission meeting to answer questions. The Plan Commission unanimously agreed on a positive recommendation of phase II construction to the City Council, with a stipulation that the appropriate building code

maximum occupancy provisions are in place and enforced. To address this concern, a Proposed Occupant Load has been created and included in the submittal.

DISCUSSION

Included are all required documents for your consideration of this proposal as follows:

- Preliminary Plat of Subdivision (1 page)
- Preliminary Site Plan (1 page)
- Preliminary Utility Plan (1 page)
- Preliminary Grading Plan (1 page)
- Preliminary Earthwork Summary (2 pages)
- Landscape Plan (2 pages)
- Exterior Lighting Plan (3 pages)
- Elevations (2 pages)
- Ground Floor Plan (1 page)
- Second Floor Plan (1 page)
- Third Floor Plan (1 page)
- Roof Plan (1 page)
- Typical Floor Plan (1 page)
- Building Rendering Diagram (1 page)
- Proposed Occupant Load (1 page)

Because the entire development was approved as a Planned Unit Development (initial Gjovik PUD), certain modifications from the City's Code of Ordinances are allowed for future development. The initial Gjovik PUD did not include Code modifications for multi-family residential buildings, so a *First Amended Planned Unit Development Agreement* is required. The following are the requested modifications as set forth in the First Amended Planned Unit Development Agreement:

- a. Title 5 Chapter 6G Section 4, Site And Structure Requirements, subsection A.2 (all multiple-family structures shall be located on a lot which provides the following minimum land area per dwelling unit: 1 bedroom: Minimum Lot Area Per Dwelling Unit In Square Feet - 4,000; Efficiency: Minimum Lot Area Per Dwelling Unit In Square Feet - 3,300). It is requested that the minimum lot area for the property shall be not less than 200,000 square feet for not more than one hundred one (101) dwelling units (42 one (1) bedroom dwelling units and 59 efficiency dwelling units).
- b. Title 5 Chapter 6G Section 4, Site And Structure Requirements, subsection D.2 (Maximum Building Height - all other dwelling types, not more than two and one-half (2 ½) stories or twenty five feet (25'), whichever is lower). It is requested that the maximum building height for the Structures shall be not more than three (3) stories or 41 feet.
- c. Title 5, Chapter 15, Section 4, Sight Design Standards, subsection C.4.a.(2) (Apartment Buildings - Apartment structures shall not contain less than one hundred percent (100%) face brick or stone on the front elevation and no less than seventy five percent (75%) face brick or stone on the rear or side elevations). It is requested that the Structures will

contain not less than 5% face brick or stone on the front elevation and not less than 5% face brick or stone on the rear or side elevations

- d. Title 5, Chapter 15, Section 4, Sight Design Standards, subsection C.4.a.(3) (Front Entryway Features - To infuse a denser multi-family development with small scale features that are similar to low density development, multi-family dwellings shall incorporate three (3) of the following architectural features in the front entryway façade). It is requested that the Structures shall incorporate not less than two (2) of the architectural features in the front entryway façade as set forth in Title 5, Chapter 15, Section 4, subsection C.4.a.(3).

Except as modified in the First Amended Planned Unit Development Agreement, the terms and conditions of the initial Gjovik PUD shall be and remain in full force and effect. A copy of the initial Gjovik PUD is also attached for your consideration.

Thereafter, prior to any development taking place on the Property, as depicted on the Preliminary Plat of Resubdivision, Final Plat must be approved in accordance with the City Zoning Ordinances. Furthermore, any Final Plat required under the Plano Subdivision Regulations shall conform substantially to the Preliminary Plat Of Resubdivision, the requirements of the City Zoning Ordinance and the City Subdivision Ordinance.

Dylan Fuller of Global Power & Construction, representing the owner, is present to answer any questions.

RECOMMENDATION

It is recommended that an Ordinance Amending the initial Gjovik PUD, be considered for review and passage at an upcoming City Council meeting.

Respectfully submitted



Martin J. Shanahan Jr.
City Administrator

CONCURRENCE:



Jeff Sobotka
Director of Building, Planning & Zoning

LOCATION MAP (N.T.S.)



PARCEL INDEX NUMBERS:
01-25-100-011
01-24-300-030

Entire site is currently zoned B-4

- STORMWATER DETENTION HAS BEEN PREVIOUSLY PROVIDED FOR LOT 3 WITHIN OUTLOT A.
- ACCORDING TO FEMA PANEL 20, MAP NUMBER 17093C002006 WITH AN EFFECTIVE DATE OF 2/4/2009, THE ENTIRE PROPERTY IS NOT WITHIN ANY SPECIAL FLOOD HAZARD AREAS.

LEGEND

- STORM SEWER
- WATER MAIN WITH SIZE
- SANITARY SEWER
- SANITARY MANHOLE
- STORM MANHOLE
- STORM INLET
- STORM CATCH BASIN
- FIRE HYDRANT
- PRESSURE CONNECTION
- GATE VALVE W/Vault
- STREET LIGHT

AREA SUMMARY		
LOT NUMBER/ROAD NAME	SQUARE FEET	ACRES
LOT 3	112,543	2.58
LOT 4	168,923	3.88
TOTAL	281,466	6.46

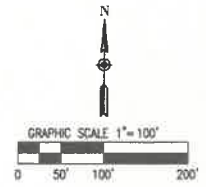
OWNER/DEVELOPER
GLOBAL POWER & CONSTRUCTION INC.
75 882 CAMP DEAN ROAD
BIG ROCK, IL 60511
CONTACT: DYLAN FULLER
(815) 970-7093

ENGINEER
JACOB AND HEFNER ASSOCIATES, INC.
1333 BUTTERFIELD ROAD, SUITE 300
DOWNERS GROVE, IL 60515
CONTACT: JASON CEBULSKI, P.E.
JCEBULSKI@JHAINC.COM
(630) 652-4607

PRELIMINARY PLAT OF RESUBDIVISION OF LOT 3 IN GJOVIK FORD PARK

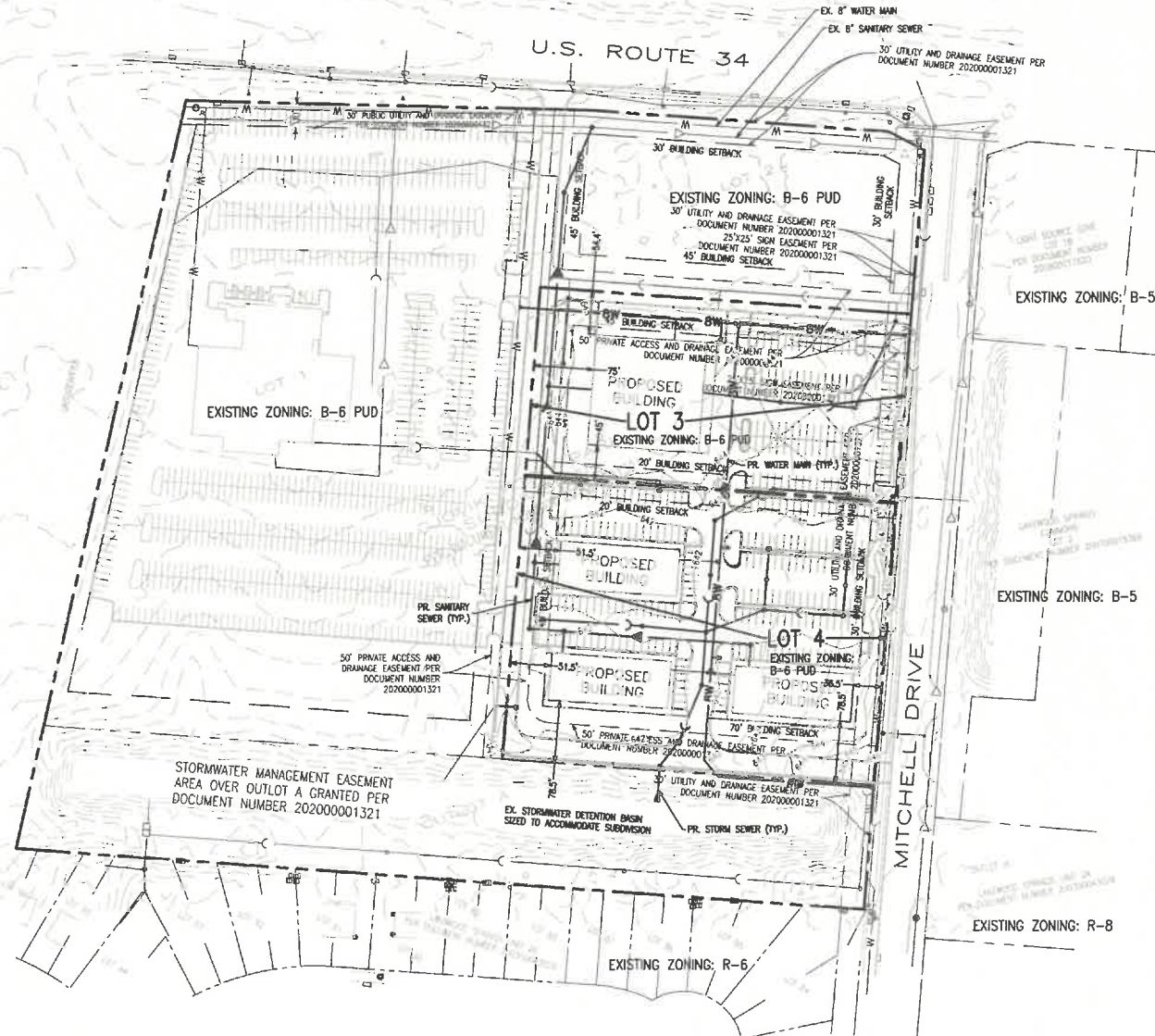
PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS

AREA = 281,466' SQ. FT. OR 6.46 ACRES



SYMBOL LEGEND

- Site Benchmark
- Mailbox
- Sign
- Storm Sewer Manhole
- Drainage Structure Round
- Drainage Structure Square
- Flared End Section(Size/Type)
- Fire Hydrant
- Water Valve
- Water Valve Vault
- Manhole
- Sanitary Sewer Manhole
- Light Pole
- Power Pole
- Power Pole Lighted
- Power Pole w/ Transformer
- Electric Meter
- Electric Pedestal
- Telephone Manhole
- Telephone Pedestal
- Fence Corner/Post
- OHE Overhead Electric Line
- Underground Electric Line
- Underground Fiber Optics Cable
- Sanitary Sewer
- Storm Sewer
- Underground Water Main
- Fence Line
- Underground Gas Main
- Concrete curb
- Depressed curb
- Tree Deciduous
- Concrete



PRELIMINARY PLAT OF SUBDIVISION

MITCHELL CROSSING MIXED USE
GLOBAL POWER AND CONSTRUCTION

PLANO, IL

JACOB & HEFNER ASSOCIATES

1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com



OWNER _____ DATE _____
APPROVED BY THE CITY OF PLANO, IL PLAN COMMISSION ON:
_____, 20_____
PLAN COMMISSION CHAIRMAN _____ PLAN COMMISSION SECRETARY _____
APPROVED BY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO ON:
_____, 20_____
MAYOR _____ CITY CLERK _____

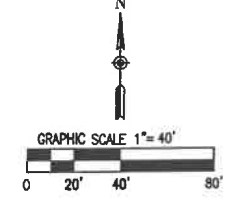
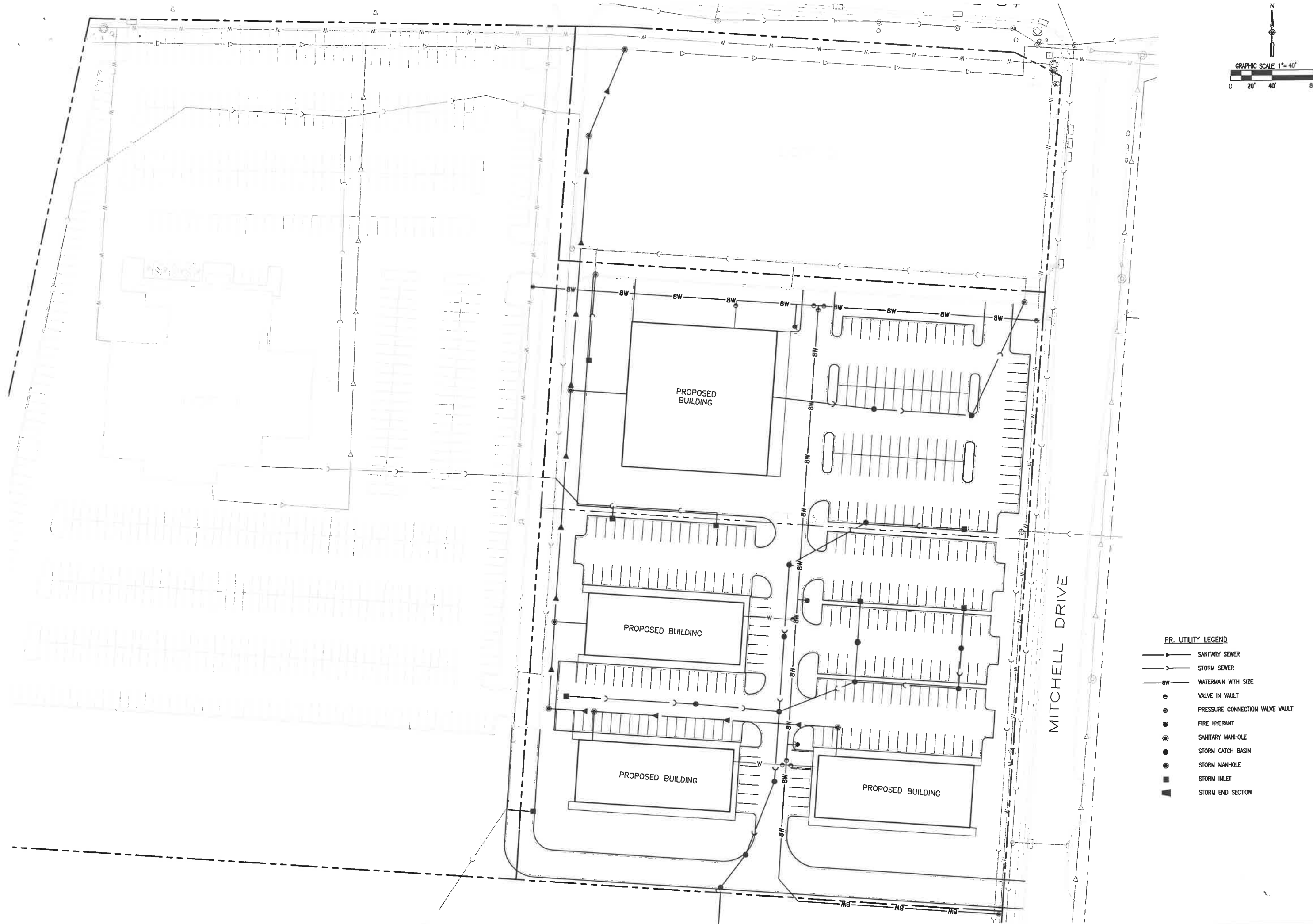
1" = 100'

H664

PP-1

No.	Description	Date
2	REVISED PER CITY	1/5/26
1	ORIGINAL PLAN DATE	10/6/25

H:\H\H664\DWG\Pre\Exhibits\H664 Preliminary Plat of Subdivision.dwg



- PR. UTILITY LEGEND**
- SANITARY SEWER
 - STORM SEWER
 - WATERMAIN WITH SIZE
 - VALVE IN VAULT
 - PRESSURE CONNECTION VALVE VAULT
 - FIRE HYDRANT
 - SANITARY MANHOLE
 - STORM CATCH BASIN
 - STORM MANHOLE
 - STORM INLET
 - STORM END SECTION

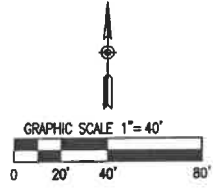
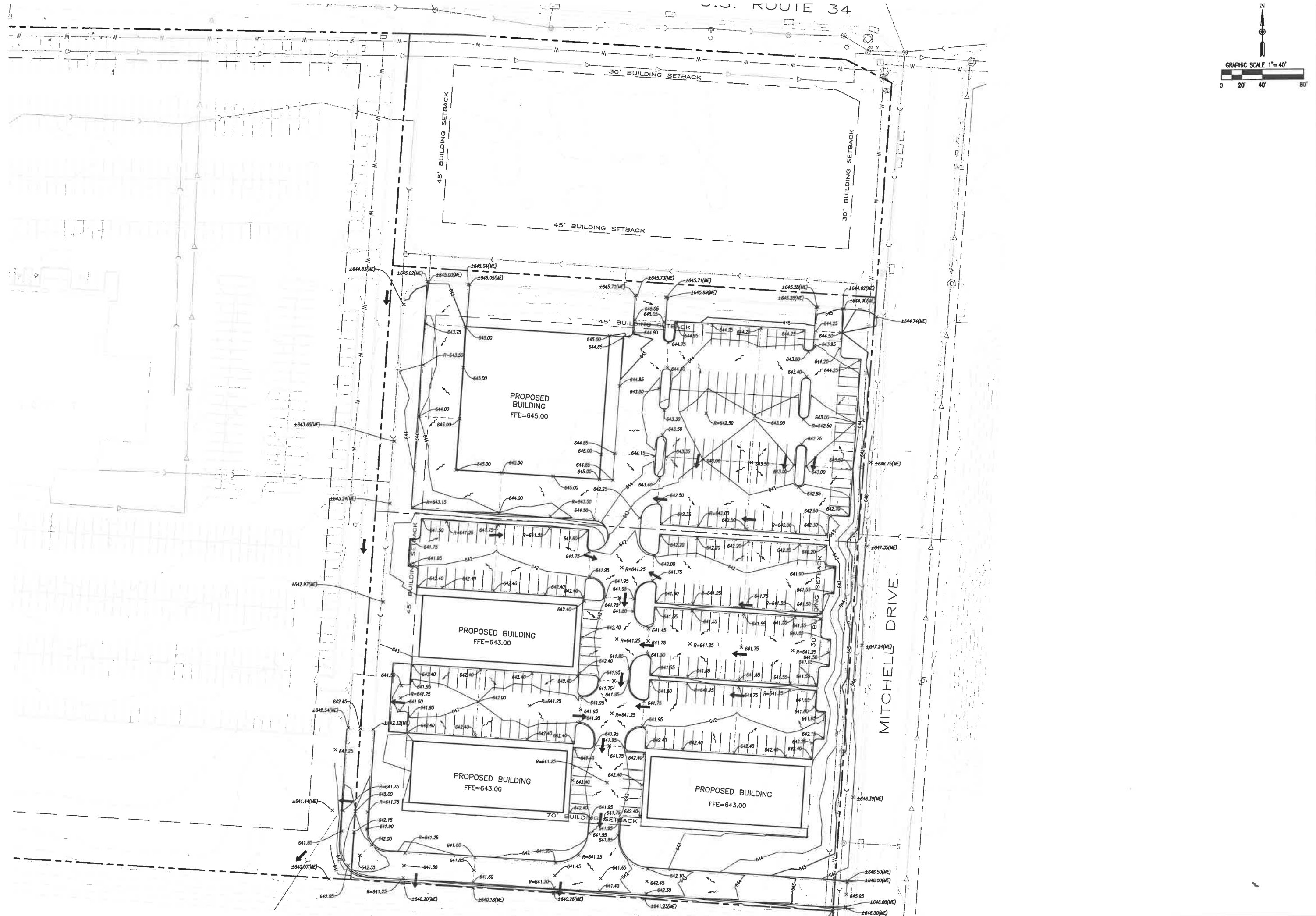
No.	Description
2	REVISED PER CLIENT
1	ORIGINAL EXHIBIT DATE
9	

PRELIMINARY UTILITY PLAN
MITCHELL CROSSING MIXED USE
GLOBAL POWER AND CONSTRUCTION
 PLANO, IL

JACOB & HEFNER ASSOCIATES
 1333 Butterfield Rd., Suite 300, Downers Grove, IL 60515
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1" = 40'
 H664



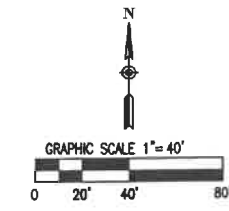
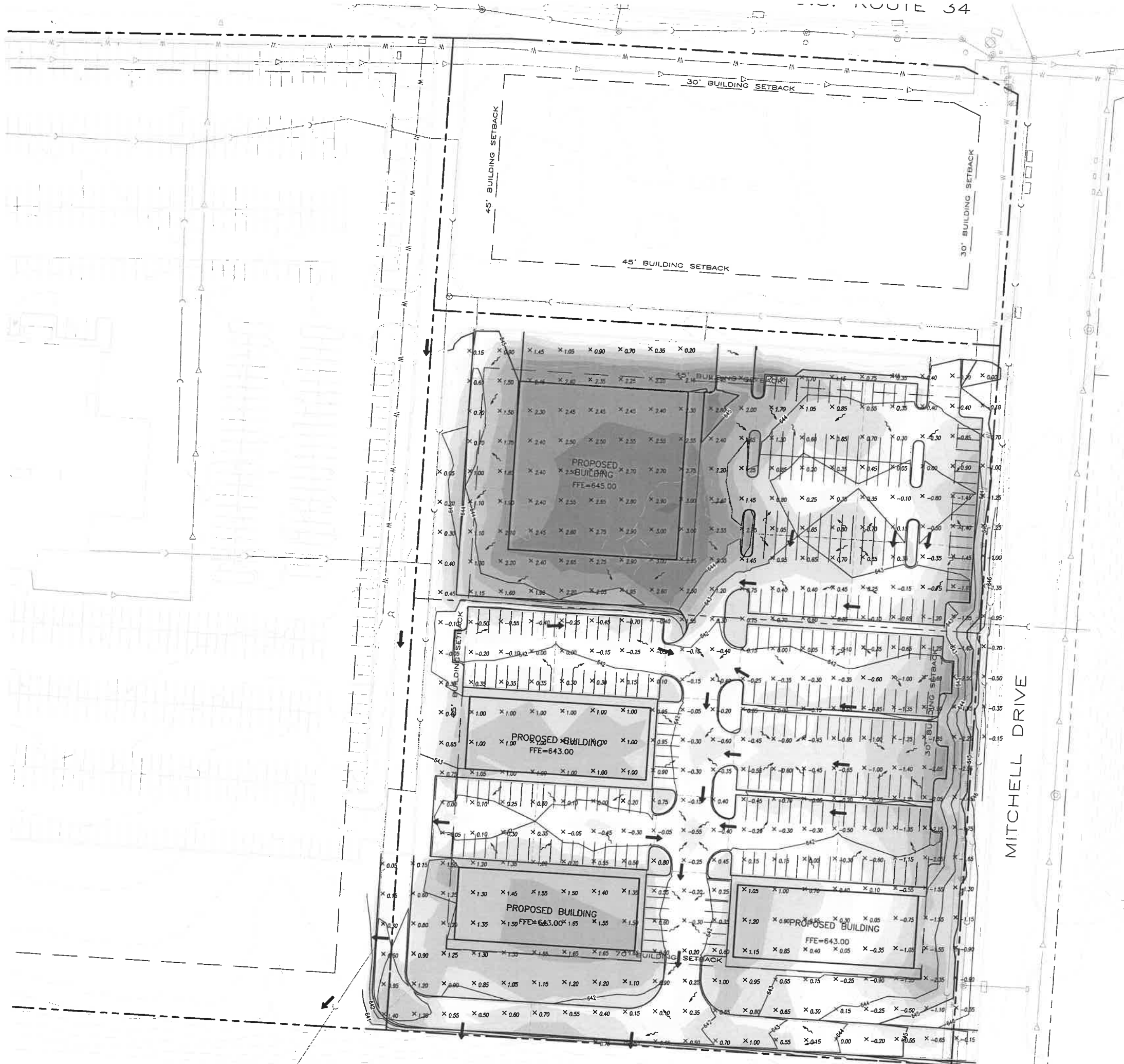
PRELIMINARY GRADING PLAN
MITCHELL CROSSING MIXED USE
GLOBAL POWER AND CONSTRUCTION
PLANO, IL

JACOB & HEFNER ASSOCIATES
 1333 Butterfield Rd., Suite 300, Downers Grove, IL 60515
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1" = 40'
 H664
 GRADE 4

No.	Description
2	REVISED PER CLIENT
1	ORIGINAL EXHIBIT DATE



Elevations Table			
Number	Minimum Elevation	Maximum Elevation	Color
1	-10.000	-7.000	█
2	-7.000	-6.500	█
3	-6.500	-6.000	█
4	-6.000	-5.500	█
5	-5.500	-5.000	█
6	-5.000	-4.500	█
7	-4.500	-4.000	█
8	-4.000	-3.500	█
9	-3.500	-3.000	█
10	-3.000	-2.500	█
11	-2.500	-2.000	█
12	-2.000	-1.500	█
13	-1.500	-1.000	█
14	-1.000	-0.500	█
15	-0.500	-0.200	█
16	-0.200	0.200	█
17	0.200	0.500	█
18	0.500	1.000	█
19	1.000	1.500	█
20	1.500	2.000	█
21	2.000	2.500	█
22	2.500	3.000	█
23	3.000	3.500	█
24	3.500	4.000	█
25	4.000	4.500	█
26	4.500	5.000	█
27	5.000	5.500	█
28	5.500	6.000	█
29	6.000	6.500	█
30	6.500	10.000	█

PRELIMINARY EARTHWORK SUMMARY
MITCHELL CROSSING MIXED USE
GLOBAL POWER AND CONSTRUCTION
PLANO, IL

JACOB & HEFNER ASSOCIATES
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 PHONE: (630) 652-4600, FAX: (630) 652-4601
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1" = 40'
 H664

No.	Description
2	REVISED PER CLIENT
1	ORIGINAL EXHIBIT DATE



PRELIMINARY EARTHWORK SUMMARY
MITCHELL CROSSING MIXED USE

Engineer: KJC
Job #: H664

Date: 9/30/2025
Plan Date: 9/30/2025

Site Area		
Property Area	10.00	Acres
Building Site Area	9.00	Acres
Topsoil Quantities		
Existing Topsoil to be Stripped	(10,305)	CY
Topsoil Respread Area (See Assumptions)	(2,061)	CY
Topsoil to be Imported (Export)	(12,366)	CY
Clay		
Adjusted Cut per 2.0% swell	(2,645)	CY
Adjusted Fill per 12.0% shrink	8,455	CY
Spoils (Assume approx. 450 CY per AC)	(4,050)	CY
Total Earth Import/ (Export)	1,760	CY
Building Site Adjustment	-0.12	FT

References:

- On-site Existing Conditions based on:
As Constructed Plans for Gjobik Ford Park prepared by Engineering Resource Associates, Inc., dated December 28, 2020
- Proposed Conditions based on:
Preliminary Engineering Plans, dated September 30, 2025, prepared by Jacob & Hefner Associates Inc.

Assumptions:

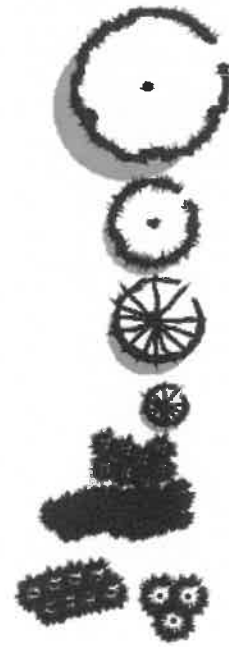
Existing

- Existing Topsoil depth assumed to be an average depth of 12"

Proposed

- FFE = Varies, see plan, with Building Pad thickness = 12"
- Proposed Pavement Sections = 12"
- Topsoil Respread (Pervious Areas) = 12"
- Assume shrink of bank clay fill is 12.0% and swell of bank cut clay to be 2.0%.
- Spoils volumes average to about 450 cubic yards per acre of the site.

Preliminary Plant Material Legend : (Sheet L.100)



Shade Trees, 1.5"-2" Caliper

- | | |
|-----------------------|---------------------|
| Autum Blaze Maple | Swamp White Oak |
| Chicagoland Hackberry | Kentucky Coffeetree |
| Redmond Linden | Accolade Elm |
| Skyline Locust | Triumph Elm |

Ornamental Trees, 6' m/s or 1.5"-2" Caliper

- | | |
|-------------------|--------------------|
| Prairie Fire Crab | Apple Serviceberry |
| Thomless Cockspur | Redbud |
| Hawthorne | Snowdrift Crab |

Evergreen Trees, 6' tall

- | | |
|---------------|------------|
| Norway Spruce | White Pine |
|---------------|------------|

Columnar Evergreen Trees, 4' tall

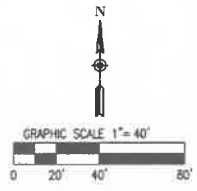
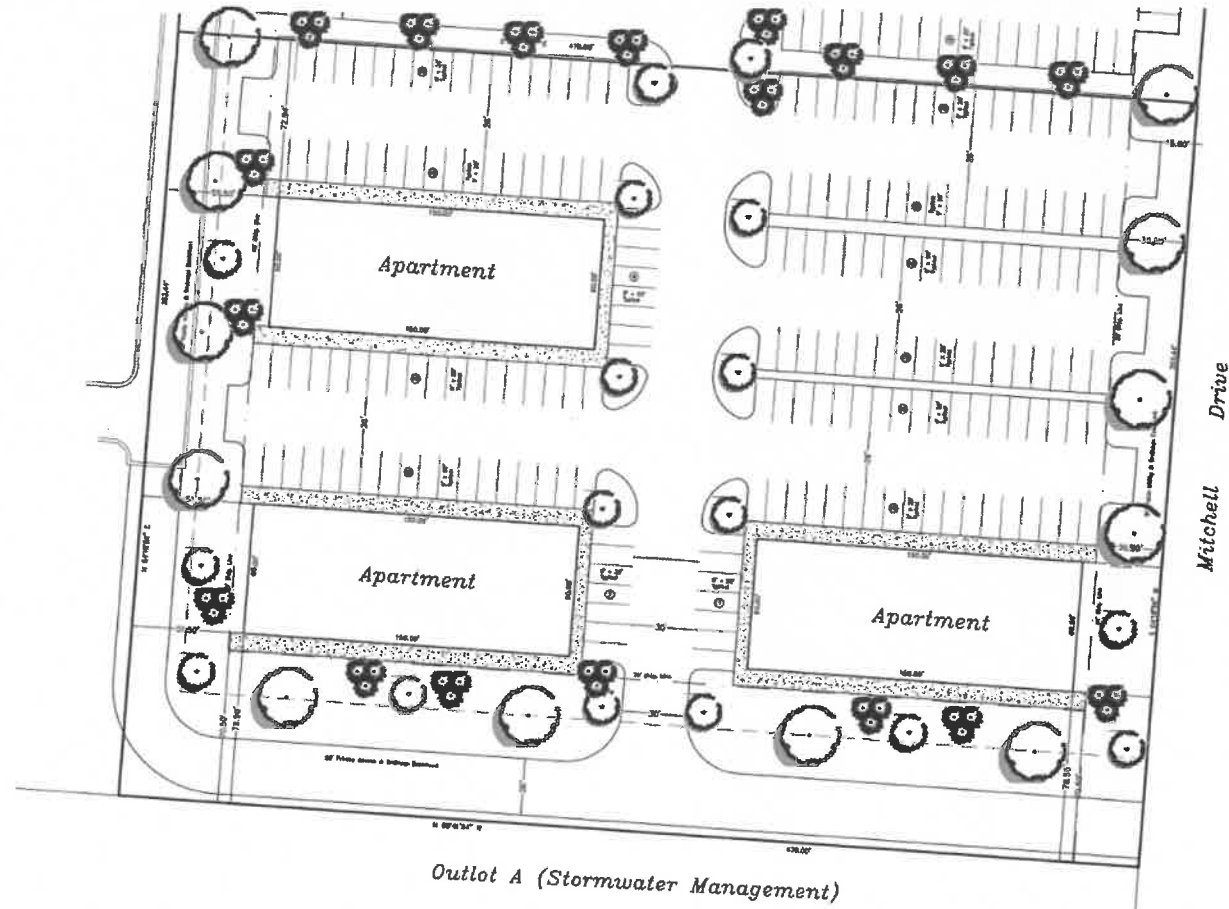
- | | |
|---------------------|------------------|
| Mission Arborvitaes | Fairview Juniper |
|---------------------|------------------|

Sm. Deciduous & Evergreen Shrubs, 18" wide

- | | |
|-----------------------|------------------------|
| Green Sargent Juniper | Kelley Compact Juniper |
| Dense Yew | Grilo Sumac |
| Spiraea Sp. | Annabelle Hydrangea |
| Shrub Rose Sp. | |

Large Deciduous Shrubs, 36" tall

- | | |
|-----------------------|----------------|
| Black Chokeberry | Miss Kim Lilac |
| Dogwoods Sp. | Viburnum Var. |
| Panicle Hydrangea Sp. | |



LANDSCAPE PLAN

**MITCHELL ROAD MIXED USE
GLOBAL POWER AND CONSTRUCTION
PLANO, IL**

**JACOB & HEFNER
ASSOCIATES**

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1" = 40'
H664
LP-1

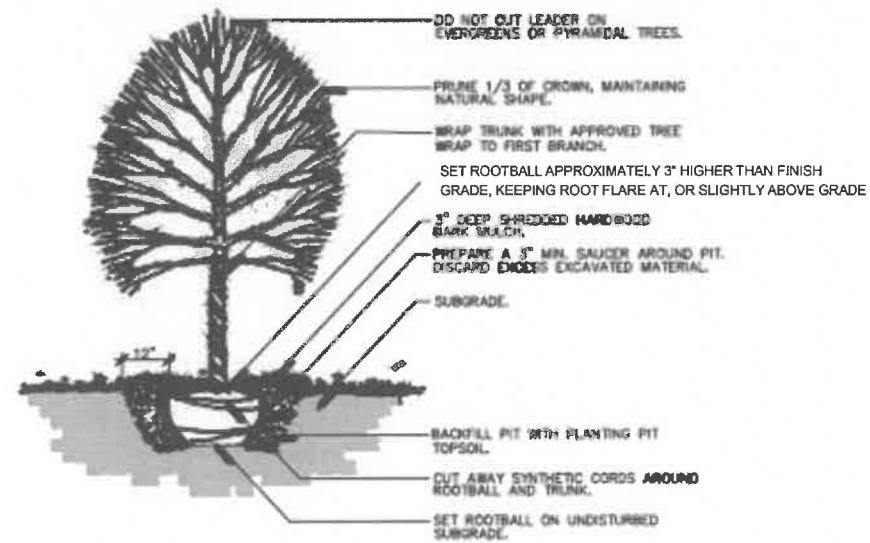
No.	Description	Date
2	REVISED PER CITY	1/5/26
1	ORIGINAL EXHIBIT DATE	10/6/25

Construction Notes :

- Sod all turf areas as noted with an approved blend of improved Kentucky Bluegrass Sod with a mineral soil back.
- Drill seed all remaining turf areas as noted and cover with an 8-75 Straw Erosion Control Blanket and staple in place.
- Fine grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.
- Prior to turf installation all areas shall be fertilized with a 12-12-12 granular fertilizer at a rate of 400 lbs. per Acre.
- Prepare perennial, ornamental grass, groundcover and annual flower beds with 1 CY. mushroom compost per 100 SF. rototilled to an 8" depth.
- Mulch all trees, shrubs, perennial [5. orn] grass beds with a minimum of three inches shredded hardwood bark mulch.
- Mulch all groundcover and annual beds with minimum of one inch pinebark fines.
- All bed lines and tree saucers require a 4" deep spaded edge between lawn and mulch areas.
- All evergreen (conifers) trees and shrubs must be grown in a natural shape - and not sheared.
- Plant material sizing, branching and ball sizes shall conform to the "American Standards for Nursery Stock" (latest edition) by the American Association of Nurserymen, Inc.
- Plant material shall be nursery grown and be either balled and burlapped or container grown. Sizes and spreads on plants list represent minimum requirements.
- Quantity lists are supplied as a convenience. Contractor shall verify all quantities, and in case of a discrepancy, the plan shall prevail.
- The Landscape Contractor shall adjust plant locations in field to maintain appropriate spacing from fire hydrants, light poles, all utility structures, driveways and sidewalks. Approval of the Landscape Architect is required when field adjustments to be implemented do not conform to the intent of the plans.
- Contractor shall report any discrepancies in the field to the Landscape Architect and/or Owner.
- The Landscape Contractor shall verify locations of all underground utilities prior to digging, is required to Contact J.U.L.I.E. (1,800,892,0123), and any other public or private agency necessary for utility location 48 hours prior to construction.
- Where underground utilities exist, all field adjustments must be approved by the landscape architect.
- The Landscape Contractor shall water plant material, seed and sod areas until the plants have become adequately established and until final acceptance by the owner. Owner to provide all supplemental watering and proper care and maintenance of all plant materials, seed and sod areas after acceptance of Landscape Contractors work.
- No plants are to be changed or substituted without the approval of the Landscape Architect and the City of Plano
- Landscape Contractor shall warrantee all material and labor for a period of one year from the date of final acceptance and shall repair any defects and replace all dead plant material as required during the warranty period.
- Each tree and shrub should be planted at grade, with each root flare at, or slightly above grade

Maintenance Requirement :

All landscaping materials shall be maintained in good condition, shall present a healthy, neat and orderly appearance, and shall be kept free of refuse and debris. Any dead, unhealthy, or missing plants shall be replaced within six months of notification by the Village. Fences and barriers shall be maintained in good repair. The owner of the property, any lessee, property manager, mortgagee in possession, or other person in possession and / or control of property of the premises shall be responsible for the maintenance, repair, and replacement of all landscape materials, fences, barriers, and refuse disposal areas.



1
A

Typical Tree Planting Detail

NTS

LANDSCAPE PLAN

MITCHELL ROAD MIXED USE
GLOBAL POWER AND CONSTRUCTION
PLANO, IL

JACOB & HEFNER
ASSOCIATES

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N.T.S.

H664

LP-2

No.	Description	Date
2	REVISED PER CITY	1/5/28
1	ORIGINAL EXHIBIT DATE	10/6/25

REVISIONS	DESCRIPTION
1	XX/XX/XXXX
2	XX/XX/XXXX
3	XX/XX/XXXX

PROJECT NAME:
PLANO, IL. APARTMENT COMPLEX EXTERIOR LIGHTING
CLIENT NAME:

LumNo	Label	Mtg Ht	Tilt
1	SAM-24L-U-40-T4	25	0
2	SAM-24L-U-40-T4	25	0
3	SAM-24L-U-40-T4	25	0
4	SAM-24L-U-40-T4	25	0
5	SAM-24L-U-40-T4	25	0
6	SAM-24L-U-40-T4_1	25	0
7	SAM-24L-U-40-T4_1	25	0
8	UC4UD-18L-U-40-M-M-WM	8	0
9	UC4UD-18L-U-40-M-M-WM	8	0
10	UC4UD-18L-U-40-M-M-WM	8	0
11	UC4UD-18L-U-40-M-M-WM	8	0
12	UC4UD-18L-U-40-M-M-WM	8	0
13	UC4UD-18L-U-40-M-M-WM	8	0
14	UC4UD-18L-U-40-M-M-WM	8	0
15	UC4UD-18L-U-40-M-M-WM	8	0
16	UC4UD-18L-U-40-M-M-WM	8	0
17	UC4UD-18L-U-40-M-M-WM	8	0
18	UC4UD-18L-U-40-M-M-WM	8	0
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27	UC4UD-18L-U-40-M-M-WM	8	0
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33	UC4UD-18L-U-40-M-M-WM	8	0
34	UC4UD-18L-U-40-M-M-WM	8	0
35	UC4UD-18L-U-40-M-M-WM	8	0
36	UC4UD-18L-U-40-M-M-WM	8	0
37	UC4UD-18L-U-40-M-M-WM	8	0
38	UC4UD-18L-U-40-M-M-WM	8	0
39	UC4UD-18L-U-40-M-M-WM	8	0
40	UC4UD-18L-U-40-M-M-WM	8	0
41	UC4UD-18L-U-40-M-M-WM	8	0
42	UC4UD-18L-U-40-M-M-WM	8	0
43	UC4UD-18L-U-40-M-M-WM	8	0
44	UC4UD-18L-U-40-M-M-WM	8	0
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50	UC4UD-18L-U-40-M-M-WM	8	0
51	UC4UD-18L-U-40-M-M-WM	8	0
52	UC4UD-18L-U-40-M-M-WM	8	0
53	UC4UD-18L-U-40-M-M-WM	8	0
54	UC4UD-18L-U-40-M-M-WM	8	0
55	UC4UD-18L-U-40-M-M-WM	8	0
56	UC4UD-18L-U-40-M-M-WM	8	0
57	UC4UD-18L-U-40-M-M-WM	8	0
58	UC4UD-18L-U-40-M-M-WM	8	0
59	UC4UD-18L-U-40-M-M-WM	8	0
60	UC4UD-18L-U-40-M-M-WM	8	0
61	UC4UD-18L-U-40-M-M-WM	8	0
62	UC4UD-18L-U-40-M-M-WM	8	0
63	UC4UD-18L-U-40-M-M-WM	8	0
64	UC4UD-18L-U-40-M-M-WM	8	0

NOTES

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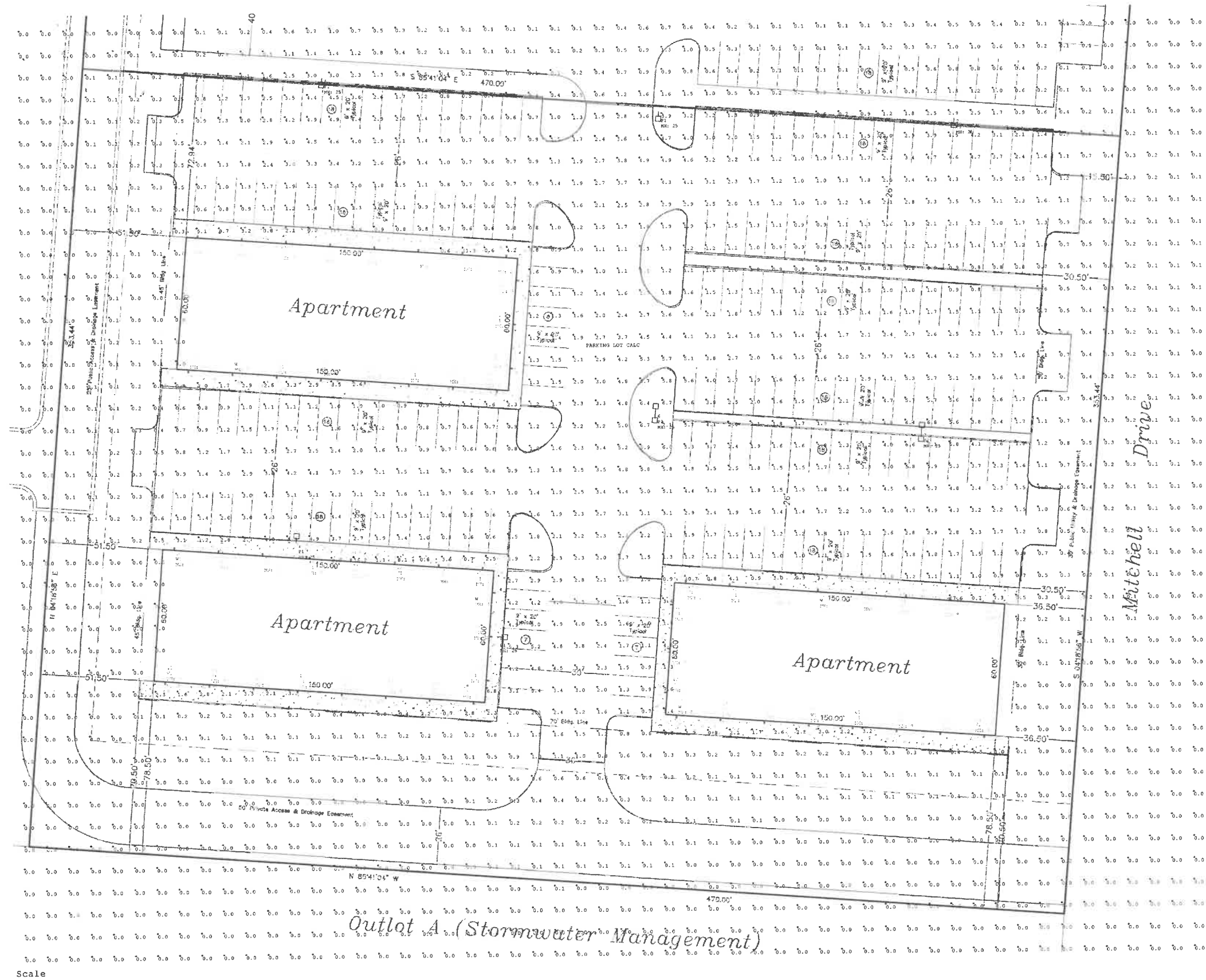
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CALCULATION GRID VALUES 10'-0" O.C.



Calculation Summary

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AREA CALC	Illuminance	Fc	0.30	20.9	0.0	N.A.	N.A.
LOADING LOT CALC	Illuminance	Fc	2.20	7.1	0.5	14.20	4.40

Fixture Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.

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5	P1	ILP	SAM-24L-U-40-T4	Single	24424	24424	165	165	0.900



DRAWN BY:
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847.228.1199

PG CONTACT:
Dan Ardelean
dan.ardelean@pg-enlighten.com
630.616.9420

REVISIONS	DESCRIPTION	DESCRIPTION	DESCRIPTION
1	XX/XX/XXXX		
2	XX/XX/XXXX		
3	XX/XX/XXXX		

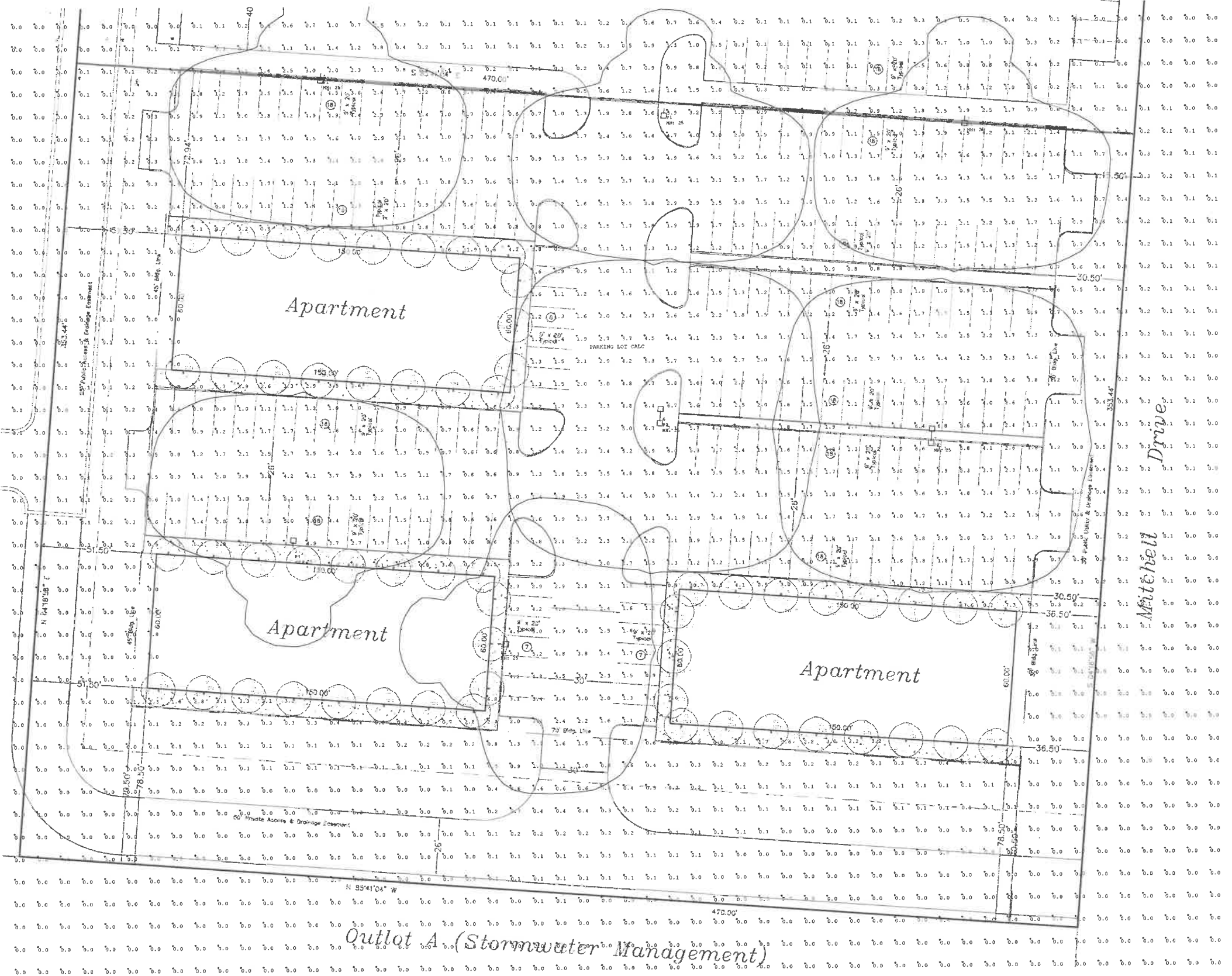
PROJECT NAME:

PLANO, IL. APARTMENT COMPLEX EXTERIOR LIGHTING

CLIENT NAME:

Date: 3/27/2025

LumNo	Label	Mtg Ht	Tilt
1	SAM-24L-U-40-T4	25	0
2	SAM-24L-U-40-T4	25	0
3	SAM-24L-U-40-T4	25	0
4	SAM-24L-U-40-T4	25	0
5	SAM-24L-U-40-T4	25	0
6	SAM-24L-U-40-T4_1	25	0
7	SAM-24L-U-40-T4_1	25	0
8	UC4UD-18L-U-40-M-M-WM	8	0
9	UC4UD-18L-U-40-M-M-WM	8	0
10	UC4UD-18L-U-40-M-M-WM	8	0
11	UC4UD-18L-U-40-M-M-WM	8	0
12	UC4UD-18L-U-40-M-M-WM	8	0
13	UC4UD-18L-U-40-M-M-WM	8	0
14	UC4UD-18L-U-40-M-M-WM	8	0
15	UC4UD-18L-U-40-M-M-WM	8	0
16	UC4UD-18L-U-40-M-M-WM	8	0
17	UC4UD-18L-U-40-M-M-WM	8	0
18	UC4UD-18L-U-40-M-M-WM	8	0
19	UC4UD-18L-U-40-M-M-WM	8	0
20	UC4UD-18L-U-40-M-M-WM	8	0
21	UC4UD-18L-U-40-M-M-WM	8	0
22	UC4UD-18L-U-40-M-M-WM	8	0
23	UC4UD-18L-U-40-M-M-WM	8	0
24	UC4UD-18L-U-40-M-M-WM	8	0
25	UC4UD-18L-U-40-M-M-WM	8	0
26	UC4UD-18L-U-40-M-M-WM	8	0
27	UC4UD-18L-U-40-M-M-WM	8	0
28	UC4UD-18L-U-40-M-M-WM	8	0
29	UC4UD-18L-U-40-M-M-WM	8	0
30	UC4UD-18L-U-40-M-M-WM	8	0
31	UC4UD-18L-U-40-M-M-WM	8	0
32	UC4UD-18L-U-40-M-M-WM	8	0
33	UC4UD-18L-U-40-M-M-WM	8	0
34	UC4UD-18L-U-40-M-M-WM	8	0
35	UC4UD-18L-U-40-M-M-WM	8	0
36	UC4UD-18L-U-40-M-M-WM	8	0
37	UC4UD-18L-U-40-M-M-WM	8	0
38	UC4UD-18L-U-40-M-M-WM	8	0
39	UC4UD-18L-U-40-M-M-WM	8	0
40	UC4UD-18L-U-40-M-M-WM	8	0
41	UC4UD-18L-U-40-M-M-WM	8	0
42	UC4UD-18L-U-40-M-M-WM	8	0
43	UC4UD-18L-U-40-M-M-WM	8	0
44	UC4UD-18L-U-40-M-M-WM	8	0
45	UC4UD-18L-U-40-M-M-WM	8	0
46	UC4UD-18L-U-40-M-M-WM	8	0
47	UC4UD-18L-U-40-M-M-WM	8	0
48	UC4UD-18L-U-40-M-M-WM	8	0
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52	UC4UD-18L-U-40-M-M-WM	8	0
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62	UC4UD-18L-U-40-M-M-WM	8	0
63	UC4UD-18L-U-40-M-M-WM	8	0
64	UC4UD-18L-U-40-M-M-WM	8	0



Scale

Illumination Summary							
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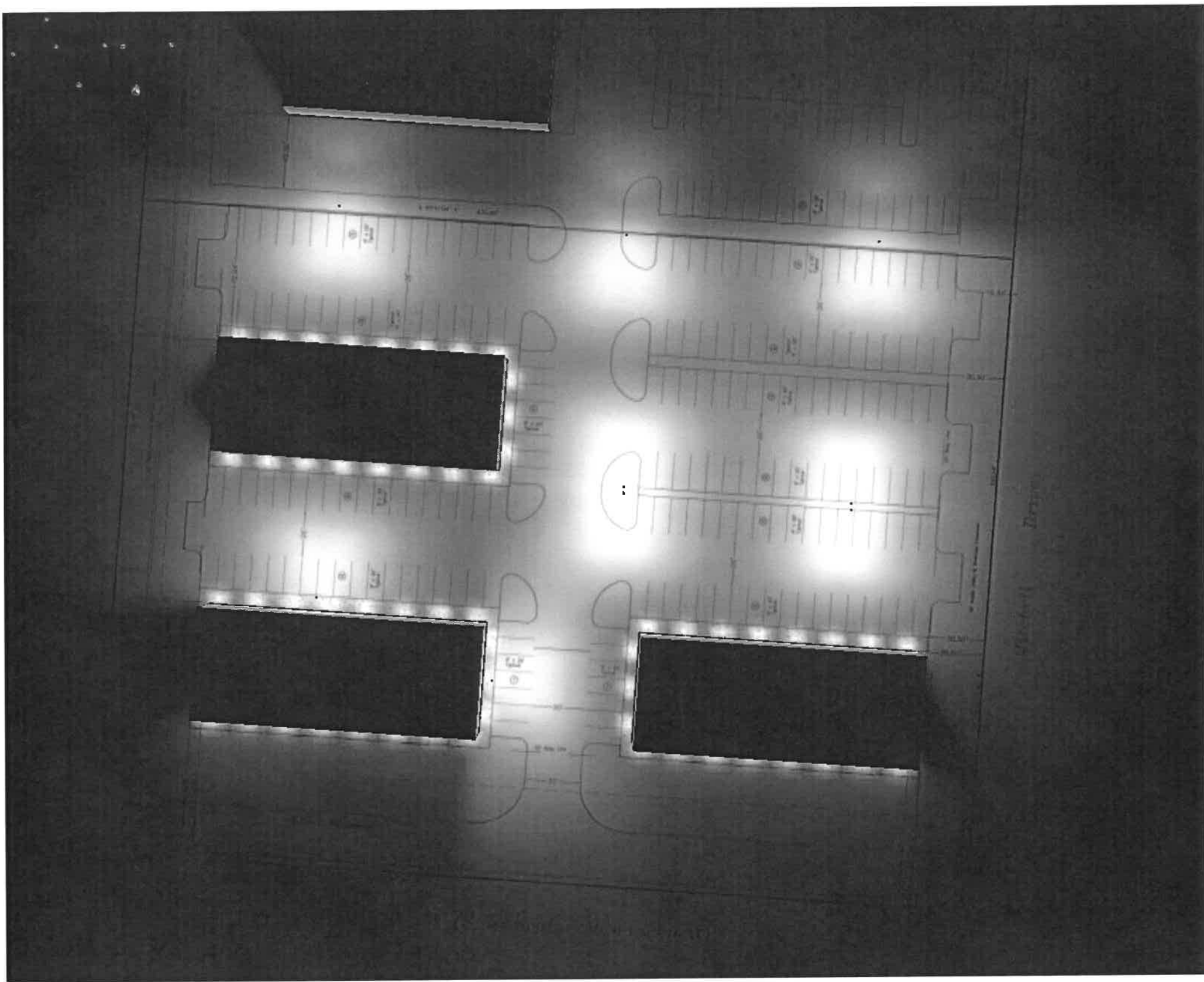
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Luminaire Location Summary			
LumNo	Label	Mtg Ht	Tilt
1	SAM-24L-U-40-T4	25	0
2	SAM-24L-U-40-T4	25	0
3	SAM-24L-U-40-T4	25	0
4	SAM-24L-U-40-T4	25	0
5	SAM-24L-U-40-T4	25	0
6	SAM-24L-U-40-T4_1	25	0
7	SAM-24L-U-40-T4_1	25	0
8	UC4UD-18L-U-40-M-M-WM	8	0
9	UC4UD-18L-U-40-M-M-WM	8	0
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11	UC4UD-18L-U-40-M-M-WM	8	0
12	UC4UD-18L-U-40-M-M-WM	8	0
13	UC4UD-18L-U-40-M-M-WM	8	0
14	UC4UD-18L-U-40-M-M-WM	8	0
15	UC4UD-18L-U-40-M-M-WM	8	0
16	UC4UD-18L-U-40-M-M-WM	8	0
17	UC4UD-18L-U-40-M-M-WM	8	0
18	UC4UD-18L-U-40-M-M-WM	8	0
19	UC4UD-18L-U-40-M-M-WM	8	0
20	UC4UD-18L-U-40-M-M-WM	8	0
21	UC4UD-18L-U-40-M-M-WM	8	0
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PROJECT NAME: PLANO, IL. APARTMENT COMPLEX EXTERIOR LIGHTING

CLIENT NAME:

DATE: 3/27/2025

DRAWN BY: Josh Burge
josh.burge@pg-enlighten.com
847.228.1199

PG CONTACT: Dan Ardelean
dan.ardelean@pg-enlighten.com
630.816.9420

REVISIONS	DESCRIPTION
1	XX/XX/XXXX
2	XX/XX/XXXX
3	XX/XX/XXXX



FRONT ELEVATION (north)
 SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION (west)
 SCALE: 3/16" = 1'-0"

PROPOSED RENTAL APARTMENTS
MITCHELL CROSSING
 PLANO, ILLINOIS



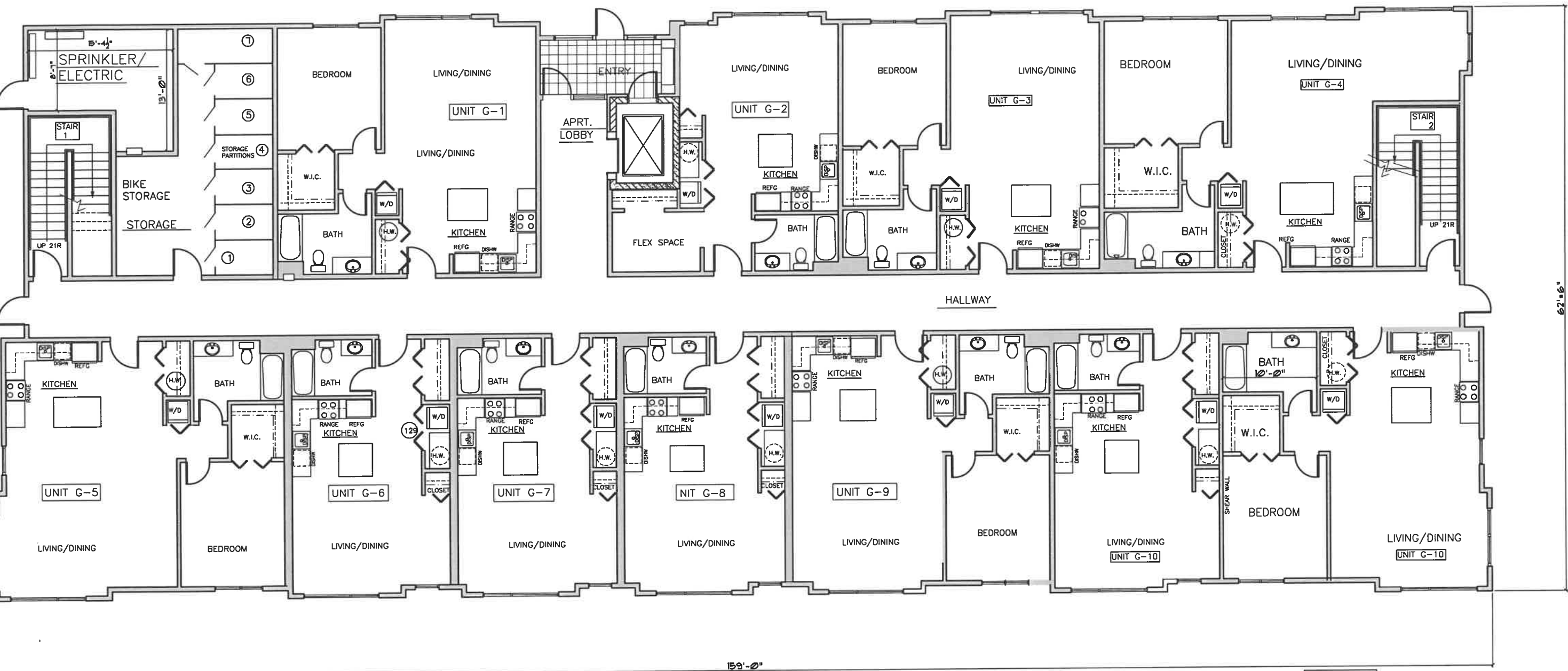
REAR ELEVATION (south)
 SCALE: 3/16" = 1'-0"



LEFT SIDE ELEVATION (east)
 SCALE: 3/16" = 1'-0"

PROPOSED RENTAL APARTMENTS
MITCHELL CROSSING
 PLANO, ILLINOIS

DATE	OCT.1 2024
JOB#	
1	
2	
3	
4	
SHEET	



9500 SF
GROUND FLOOR PLAN
 SCALE: 3/16" = 1'-0"



PROPOSED RENTAL APARTMENTS
MITCHELL CROSSING
 PLANO, ILLINOIS

DATE	OCT. 1, 2020
JOBNO	
1	
2	
3	
4	
SHEET	



9500 SF
SECOND FLOOR PLAN
 SCALE: 3/16" = 1'-0"

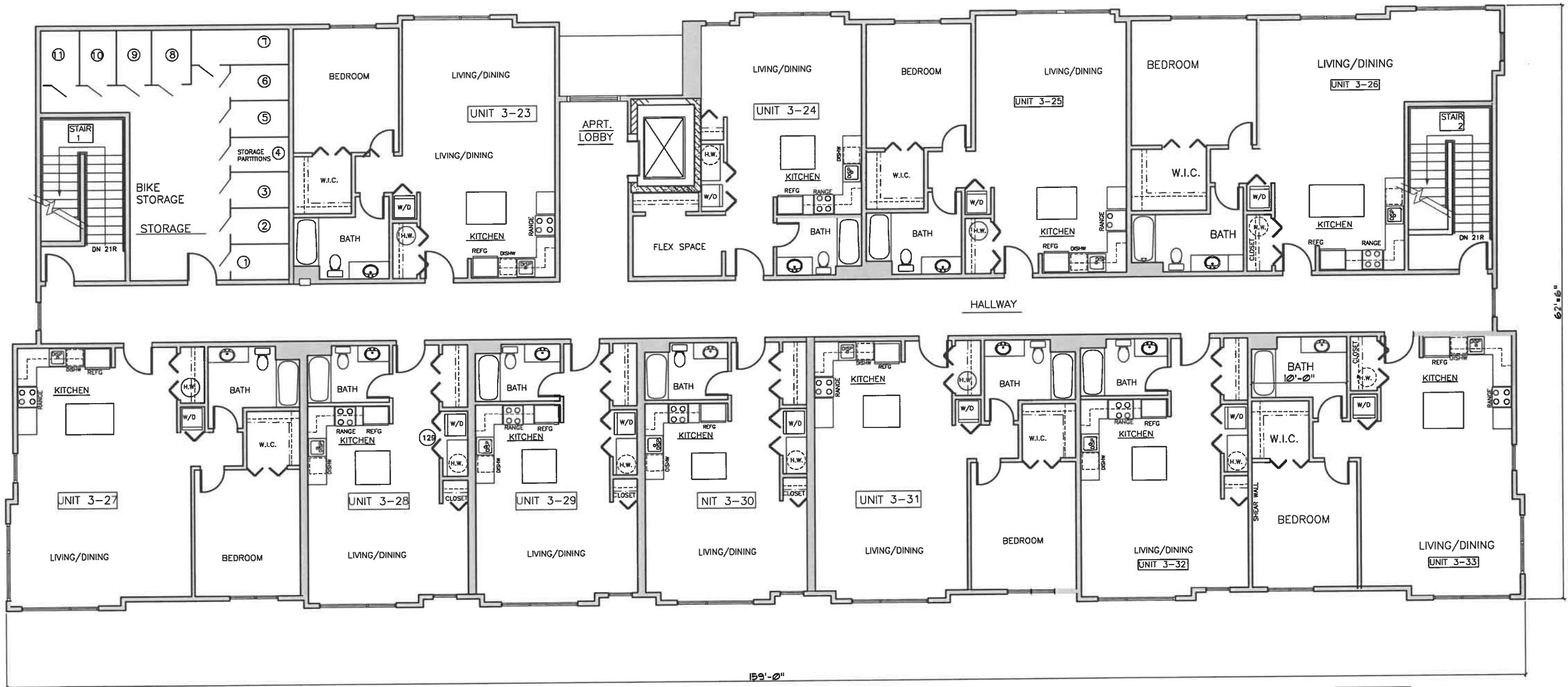


PROPOSED RENTAL APARTMENTS
MITCHELL CROSSING
 PLANO, ILLINOIS

DATE OCT. 1, 2025
 JOB#0

1		
2		
3		
4		

SHEET



9500 SF
THIRD FLOOR PLAN
 SCALE: 3/16" = 1'-0"

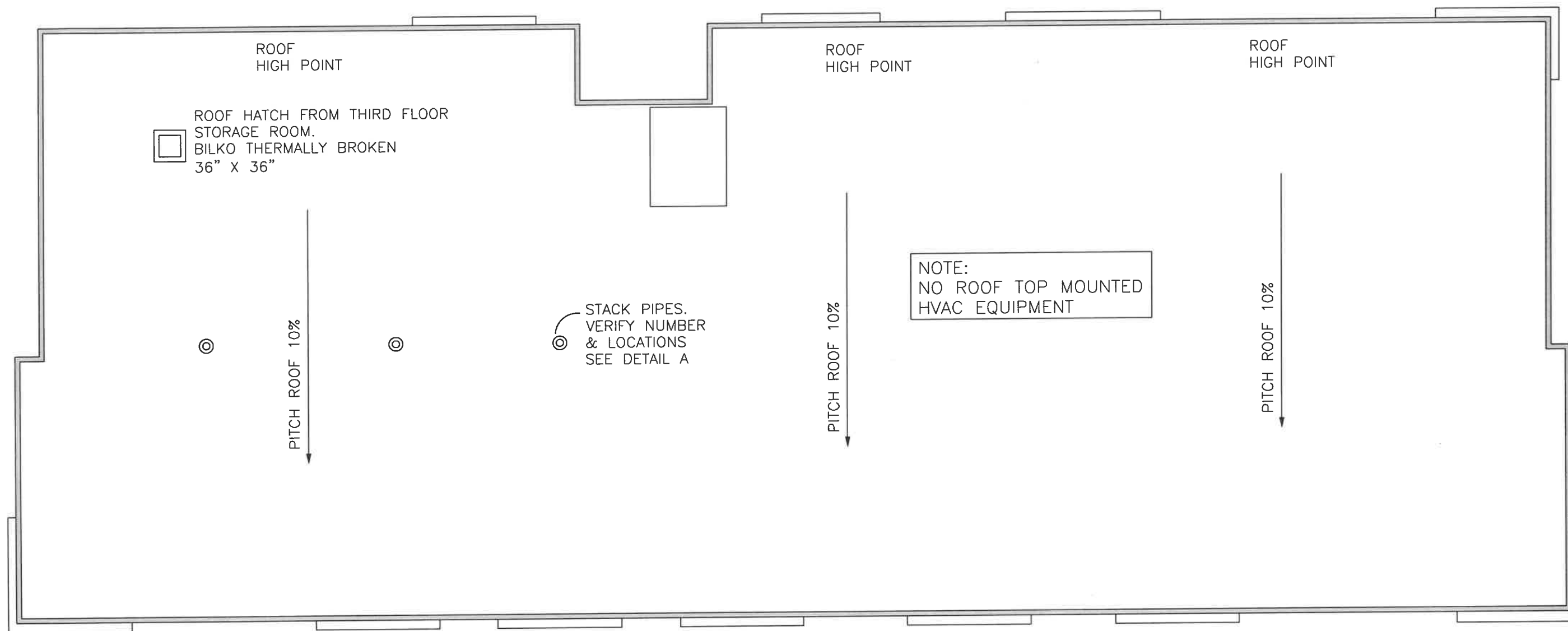
PROPOSED RENTAL APARTMENTS
MITCHELL CROSSING
 PLANO, ILLINOIS



DATE: OCT. 1, 2025
 JOBNO:

1	REVISION	
2		
3		
4		

SHEET



NOTE:
NO ROOF TOP MOUNTED
HVAC EQUIPMENT

ROOF PLAN

SCALE: 3/16" = 1'-0"

PROPOSED RENTAL APARTMENTS

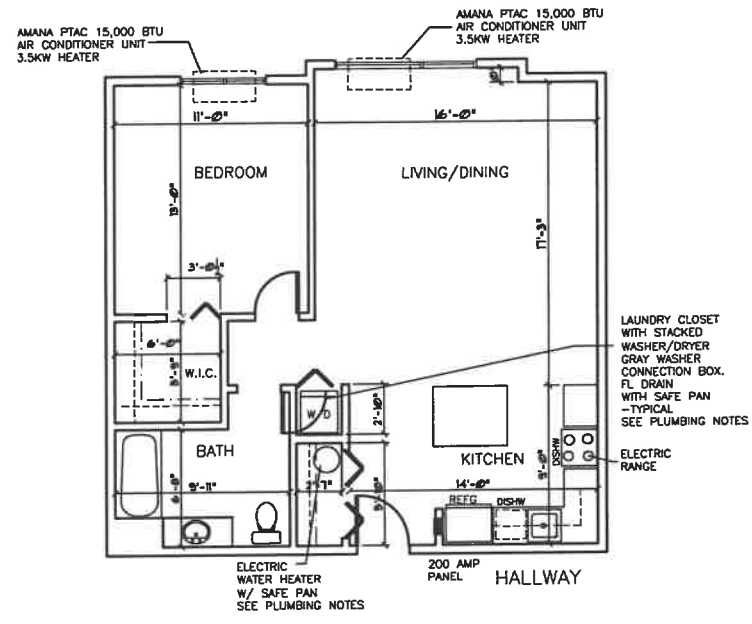
MITCHELL CROSSING

PLANO, ILLINOIS

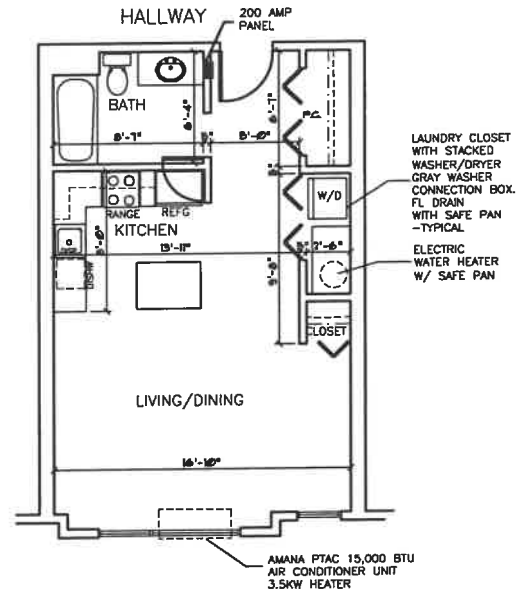
DATE OCT. 1, 2025
JOBNO

NO.	REVISION	DATE
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2		
3		
4		

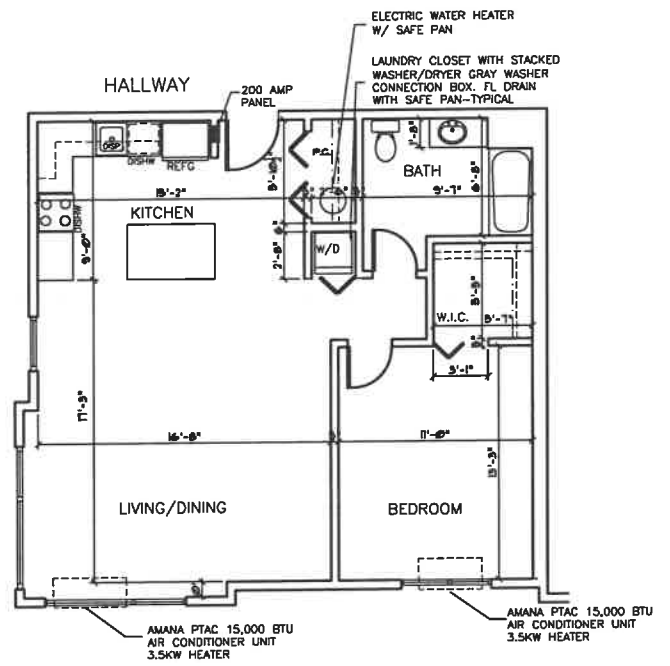
SHEET



1 BEDROOM INTERIOR APARTMENT
782 SF

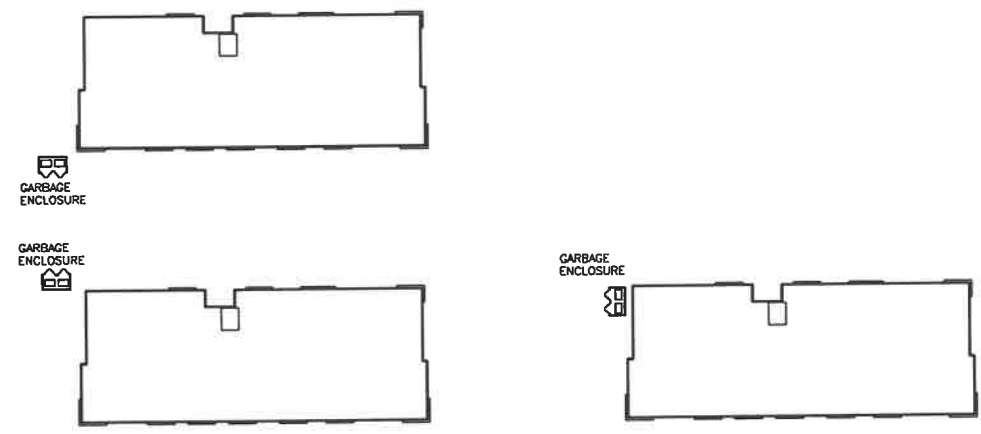


STUDIO APARTMENT
511 SF

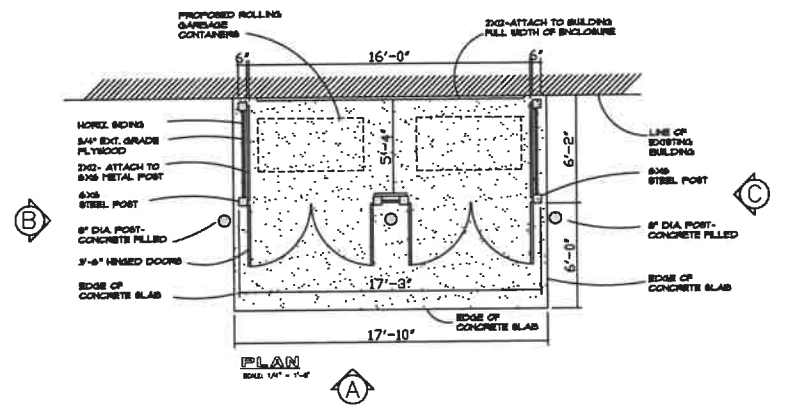


1 BEDROOM CORNER APARTMENT
812 SF

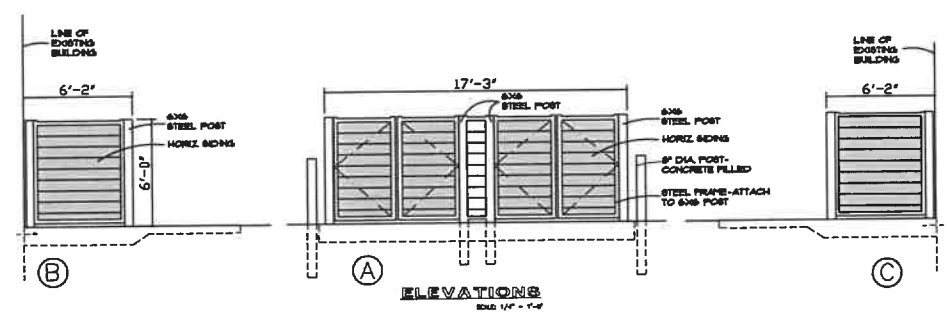
TYPICAL APARTMENT FLOOR PLAN



GARBAGE ENCLOSURE LOCATION



GARBAGE ENCLOSURE



ELEVATIONS

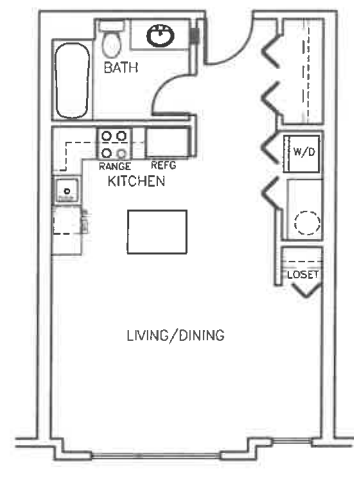
PROPOSED RENTAL APARTMENTS
MITCHELL CROSSING
PLANO, ILLINOIS

1		
2		
3		
4		

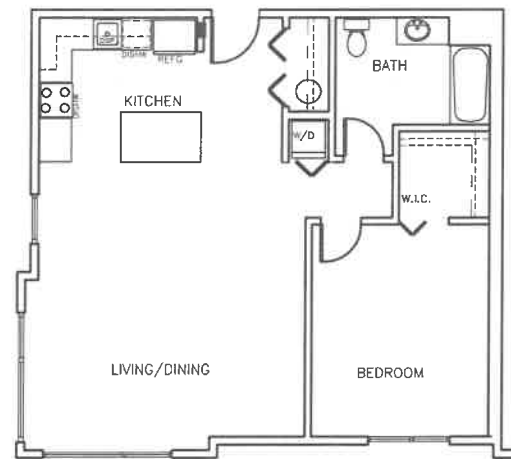




1 BEDROOM INTERIOR APARTMENT
782 SF
PROPOSED OCCUPANTS: 2



STUDIO APARTMENT
511 SF
PROPOSED OCCUPANTS: 2



1 BEDROOM CORNER APARTMENT
812 SF
PROPOSED OCCUPANTS: 2

TYPICAL APARTMENT FLOOR PLAN

PROPOSED OCCUPANT LOAD			
RESIDENTIAL: ALLOWABLE PER INTERNATIONAL BUILDING CODE-200 SF GROSS/PERSON			
	APPROX SQ. FT.	ALLOWABLE OCCUPANTS	ACTUAL OCCUPANTS
GROUND FLOOR	9,500 SF	47	22
SECOND FLOOR	9,500 SF	47	22
THIRD FLOOR	9,500 SF	47	22

PROPOSED RENTAL APARTMENTS
MITCHELL CROSSING
PLANO, ILLINOIS



GROUND FLOOR PLAN
SCALE: 3/16" = 1'-0"



SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"



THIRD FLOOR PLAN

April 9, 2019

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

PLANNED UNIT DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF PLANO, ILLINOIS

AND

**GJOVIK FORD INC., an Illinois Corporation and
GC INVESTMENT PROPERTIES, INC., an Illinois Corporation**

**The Territory effected by this Planned Unit Development
Agreement is covered under the following Tax Parcel Numbers:**

01-24-300-030

01-25-100-011

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STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

PLANNED UNIT DEVELOPMENT AGREEMENT

This AGREEMENT (hereinafter referred to as "AGREEMENT") is made and entered into this _____ day of _____, 2019, by and between the CITY OF PLANO, ILLINOIS, an Illinois Municipal Corporation (the "CITY"), by and through its Mayor and CITY Council (hereinafter referred to collectively as the "CORPORATE AUTHORITIES"), GC INVESTMENT PROPERTIES, INC., an Illinois Corporation (hereinafter referred to as CONTRACT PURCHASER") and GJOVIK FORD INC., and Illinois Corporation (hereinafter referred to as "INTENDED OPERATOR" of a FORD Dealership/Quick Lane Facility on a portion of the PROPERTY).

WITNESS:

WHEREAS, CONTRACT PURCHASER expects to become the titleholder of record of real property located inside the corporate limits of the CITY containing approximately 22 acres legally described in **Exhibit "A"** attached hereto and made a part hereof, herein referred to as the "PROPERTY"; and

WHEREAS, it is the intent of the parties that, except as expressly noted, the financial and performance obligations owed to the CITY hereunder shall be performed by the entity directly responsible for the development of that part of the PROPERTY in question, (when the term "DEVELOPER" is used throughout this AGREEMENT, it refers to the actual entity that applies for and receives approval as to Final Plats, or seeks or obtains building permits for any or all of the PROPERTY); and

WHEREAS, there is attached hereto and made a part hereof a PRELIMINARY PUD SITE PLAN (**Exhibit "B"**), which sets forth, in detail, CONTRACT PURCHASER'S/DEVELOPER's contemplated land uses, which, Plan outlines the initial phase of the Development to build and operate a Ford Motor Dealership by CONTRACT PURCHASER on 11 acres, more or less, of the entire PROPERTY; and

WHEREAS, the PRELIMINARY PUD SITE PLAN is being approved with this AGREEMENT and shall be subject to approval of Final Plats of Subdivision as are necessary to develop the Ford Dealership site; and the remaining portions of the property, and Final Engineering Plans which shall be prepared and submitted by CONTRACT PURCHASER or DEVELOPER; and

WHEREAS, the remainder of the PROPERTY shall be subject to both Preliminary and Final Plat and approved by the CITY; and

WHEREAS, an application for Planned Unit Development approval was filed with the Clerk of the CITY, forwarded to the CORPORATE AUTHORITIES and referred to the combined Plan Commission/Zoning Board of the CITY (the "PLAN COMMISSION"); and

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the PLAN COMMISSION/CITY COUNCIL has held such public hearings as are prescribed by law and after due consideration and public participation has made findings of fact, determinations and recommendations with respect to CONTRACT PURCHASER'S/DEVELOPER'S Application, and such other provisions of this AGREEMENT and matters as were within its purview; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. and Section 7-1 et seq. of the Illinois Municipal Code, a proposed PLANNED UNIT DEVELOPMENT AGREEMENT, in substance and in form substantially the same as this AGREEMENT, was submitted to the CORPORATE AUTHORITIES and a public hearing was held thereon pursuant to notice as provided by Ordinance and Statute; and

WHEREAS, the PLAN COMMISSION and the CORPORATE AUTHORITIES have found that the proposed zoning of the COMMERCIAL PARCELS within the B-4 Business Wholesale District with the Special Use Permit for a Planned Unit Development meets all appropriate standards of the CITY and have made findings in support thereof; and

WHEREAS, the CORPORATE AUTHORITIES, after due and careful consideration of the reports and recommendations of the PLAN COMMISSION and CITY staff, have concluded that the development of the PROPERTY on the terms and conditions set forth in this AGREEMENT will further the growth of the CITY, enable the CITY to control the development of the area, substantially increase the taxable value of the PROPERTY within the CITY, and permit the sound planning and development of the CITY and otherwise enhance and promote the general welfare of the CITY; and

WHEREAS, in accordance with the powers granted to the CITY by the provisions of 65 ILCS 5/11-13-1.1 as to Planned Unit Developments, the CORPORATE AUTHORITIES have, by Ordinance duly adopted, approved this AGREEMENT and have directed the Mayor and Clerk of the CITY to execute this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I.

INCORPORATION OF PREAMBLES.

The forgoing Preambles to this AGREEMENT are incorporated herein by reference as though fully set forth herein verbatim.

II.
ZONING.

2.1 Adoption and Approval of Preliminary PUD Site Plan.

- 2.1.1 Concurrent with the enactment of the Ordinance approving this AGREEMENT, the CORPORATE AUTHORITIES shall adopt a Resolution approving the PRELIMINARY PUD SITE PLAN for the Gjovik Ford Dealership.

Prior to any development taking place on the PROPERTY, as depicted on the PRELIMINARY PUD SITE PLAN, Preliminary Plats and Final Plats must be approved in accordance with the CITY ZONING ORDINANCES. The development of all other PARCELS shall be subject to compliance with all applicable Subdivision Ordinances and other Ordinances of the CITY in effect as of the date of approval of the Final Plat, except as otherwise provided in this AGREEMENT.

- 2.1.2 AGREEMENT to Control.

After the PRELIMINARY PUD SITE PLAN is approved by the City Council notwithstanding any change in the City Subdivision Control Ordinance or provisions of the CITY ZONING ORDINANCE, or any other CITY Ordinance now in effect or adopted during the term of this AGREEMENT in conflict herewith shall not supersede the provisions and standards regulating the use of the PROPERTY as herein set forth herein this AGREEMENT which shall apply to the PROPERTY. To the extent the provisions or standards contained in this AGREEMENT, or the Ordinances zoning the PROPERTY contemplated herein, conflict with the provisions of other CITY ordinances affecting the PROPERTY, the provisions and standards contained in this AGREEMENT and in said Ordinances zoning the PROPERTY shall control.

2.2 Final Plats.

Any Final Plat required under the PLANO SUBDIVISION REGULATIONS may be approved for any phase of development or for any portion of the PROPERTY rather than having a single Final Plat for the entire PROPERTY. The Final Plat shall conform substantially to the Preliminary Plat, the requirements of the CITY ZONING ORDINANCE and the CITY SUBDIVISION ORDINANCE as modified by this AGREEMENT. Any Final Plat conforming to the requirements of this AGREEMENT shall be approved by the CORPORATE AUTHORITIES in accordance with CITY ordinances and this AGREEMENT, notwithstanding the fact that more than one (1) year has elapsed since the date of approval of the specific PRELIMINARY PUD SITE PLAN.

2.3 Architectural Design Guidelines.

2.3.1 Development of the Gjovik Ford Dealership parcel of the PROPERTY shall conform to the Architectural Design Guidelines as set out in **Exhibit "C"** attached hereto and incorporated herein by reference.

2.3.2 Architectural Design Guidelines for the balance of the PROPERTY shall be submitted to the CITY in PRELIMINARY PUD SITE PLANS and be subject to normal CITY PUD review and Final Plat approval herein as submitted by respective Applicants for the balance of the PROPERTY when development approval is sought.

III.

CONTRIBUTIONS.

3.1 CONTRACT PURCHASER/DEVELOPER shall be required to reimburse the CITY for the following Third-Party and Recapture Charges as to the Ford Dealership, car wash, and quick lane facility:

Engineering Review Fees (Estimated)	\$4-\$6,000.00
2" Water Meter (Main Building)	\$1,400.00
Plumbing Inspections	\$500.00
Attorney Fees (Estimated)	\$ _____
Total	\$ _____

All other fees and charges connected with the development process of the CITY are hereby waived.

IV.

ROADWAYS

4.1 4.1.1 Illinois Department of Transportation Improvements.

CITY will provide any consents necessary for a full or limited access if agreed to by CONTRACT PURCHASER at the location of the current highway driveway entrance on the PROPERTY to Illinois State Route 34 as depicted in the PRELIMINARY PUD SITE PLAN (**Exhibit "B" Current Plat Schematic**) said roadway improvements to be constructed with the consent or approval of the Illinois Department of Transportation.

4.1.2 Commercial Roadway Access Cuts.

The CITY agrees to permit commercial driveway entrances and private roadway access cuts as schematically shown on Exhibits "B" and "D" attached hereto and incorporated herein by reference.

- 4.1.3 CITY and CONTRACT PURCHASER/DEVELOPER have agreed that if a drive or private roadway is necessary to be installed on the east side of the Ford Dealership property or on the south side of the Ford Dealership property connecting to Mitchell Road, said roadways shall be considered private roadways which shall be maintained by a Property Owner's Association created as an Illinois Not-For-Profit Corporation. Performance of the obligations of the Property Owner's Association for maintenance of all private roadways a common elements shall be collateralized and guaranteed by a Dormant Special Tax Service Area created under Article 9 of this Agreement.

CITY and CONTRACT PURCHASER/DEVELOPER have agreed to a road profile for private roadways to be constructed that will meet or exceed the following standards: four inches (4") of aggregate base, five inches (5") of BAM, and two (2) separate one and one-half inches (1 ½") of surface course of asphalt; with width curb to curb of twenty-four feet (24') and roll-back/drive-over curb to be installed. CONTRACT PURCHASER/DEVELOPER shall not be required to provide lime stabilization unless bad soils or seasonal weather conditions require.

- 4.1.4 DEVELOPER agrees that it shall be responsible to dedicate rights-of-way for public streets, if public streets are proposed in any other area of the Development consistent with the standards set forth in applicable CITY Ordinances.

DEVELOPER shall be responsible to improve any public dedicated area of right-of-way streets in the PROPERTY.

V.

LAND DEVELOPMENT

The PROPERTY shall be subject to the CITY Ordinances in effect as of the date of this AGREEMENT regulating the subdivision and development of land except as expressly modified by this AGREEMENT.

5.1 Phasing.

Notwithstanding existing CITY ordinances to the contrary, the CONTRACT PURCHASER and the DEVELOPER shall have the right to subdivide and develop the PROPERTY in phases. Prior to developing any phase, CONTRACT PURCHASER or DEVELOPER shall provide the CITY with a non-binding phasing plan depicting its best estimate of the order and manner in which the phases and infrastructure therefore shall be

constructed. The shape, size and location of each phase shall be determined by the CONTRACT PURCHASER or DEVELOPER, in accordance with good engineering practice.



The CONTRACT PURCHASER or DEVELOPER shall only be required to install in each phase those subdivision improvements necessary to serve that phase, but shall, as part of the installation, extend the subdivision improvements to the far boundary of the phase to facilitate future expansion and development, and, at the direction of the City Engineer, to loop water mains and to install such other improvements as may be required by good engineering practices.

All phasing shall be in accordance with the requirements of the CITY except that utilities and streets within a particular phase need not be looped and/or connected if the CONTRACT PURCHASER'S/DEVELOPER'S plans for the Property require that such looping and connecting (that is, two (2) points of connection internally) will be in place when the CONTRACT PURCHASER/DEVELOPER completes its development of the entire Property.

5.2 Required Easements.

To the extent DEVELOPER or CONTRACT PURCHASER is unsuccessful in acquiring the off-site easements or rights-of-way reasonably determined by DEVELOPER or CONTRACT PURCHASER and CITY to be necessary to develop the PROPERTY in accordance with this AGREEMENT, CITY agrees, upon the DEVELOPER'S or the CONTRACT PURCHASER'S request, to acquire such easements through its powers of eminent domain. All costs of acquisition, including but not limited to attorney's fees and litigation costs, shall be paid by the DEVELOPER or CONTRACT PURCHASER, as the case may be, and shall be added to any recapture amounts DEVELOPER or CONTRACT PURCHASER is entitled to recover for the improvements to be installed.

5.3 Development Standards.

5.3.1 The following special conditions of development shall apply to the PROPERTY:

5.3.1.1 CONTRACT PURCHASER or DEVELOPER may, at its own risk, perform general land development activities on the PROPERTY prior to final subdivision plat and final engineering approval by the CITY, which activities may include mass grading, grading, streets and underground improvements for any phase of development. The CONTRACT PURCHASER or DEVELOPER may also, at its own risk, process IEPA permits before subdivision plat and final engineering approval and the CITY and the CITY'S officials shall complete and execute any such permit application upon the CONTRACT PURCHASER'S or DEVELOPER'S request.

5.3.1.2 Installation of streets passable for emergency vehicles (gravel base shall be installed), along with storm sewers, sanitary sewers, water and storm water management facilities shall be completed in conformance with CITY Ordinances before the issuance of building permits to serve the commercial buildings to be constructed, but need not be completed prior to the issuance of permits for the construction of foundations, commercial buildings. If performed before the issuance of permits for the construction of foundations, and commercial buildings, such work shall be at OWNER'S or DEVELOPER'S own risk and the OWNER or DEVELOPER shall indemnify and hold the CITY harmless from any claims or demands of any type for damages arising therefrom. Prior to occupancy of any unit facing a street, that portion of the street serving the units in question shall be completed as required by CITY ordinance.

5.3.1.3 Off-Street Parking:

- a) DEVELOPER'S off-street parking will only require a five foot (5') minimum setback from property line.
- b) The proposed Ford Dealership building will be 43,000 sq. ft. which requires seventy-two (72) parking stalls by code. DEVELOPER will also be providing "Exhibit Parking" which will not be required to conform to the standard parking.
 - (i) Exhibit parking can be double parked (meaning no aisle for every stall, as shown in front of exhibit).
 - (ii) Exhibit parking stalls will be reduced to eight feet (8') wide with a depth of _____ feet.
 - (iii) Exhibit parking in the back of the property will not require islands or meet the typical parking landscape ordinance requirements and will be installed in conformity with the attached Exhibits.
- c) The DEVELOPER would not be required to have three (3) loading berths into the building.

5.3.1.4 In order to provide a screening to the residential district located to the south of the entire PROPERTY, DEVELOPER will provide a four-foot (4') berm with densely planted hedges to act as a screening between the different property land uses.

5.4 Storm Water Management.

Storm water management facilities or regional detention shall be constructed by CONTRACT PURCHASER/DEVELOPER for each Final Platted area of the PROPERTY in conformity with the City of Plano Storm Water Ordinance and the City of Plano Subdivision Control Ordinance in effect at the date of CITY approval of this Agreement; except DEVELOPER shall be entitled to create storm water facilities with a 3:1 slope which is a variation of the CITY Storm Water Ordinance.

CITY and DEVELOPER further agree to the following standards for storm water facilities:

- a) Maximum bounce shall be allowed from four feet (4') to 5.5' feet; and
- b) The draw-down time shall be increased from seventy-two (72) hours to ninety-six (96) hours; and
- c) No minimum slope shall be required for the bottom of a detention basin. DEVELOPER will utilize natural vegetation and pipe under drains; and
- d) The infiltration will be provided in the detention below the outlet control structure for the "first flush".

VI.

SANITARY SEWER CAPACITY

CITY warrants to CONTRACT PURCHASER/DEVELOPER that it has adequate sanitary sewer capacity in its sanitary sewer plant to accommodate development of the PROPERTY.

VII.

CITY WATER

CITY warrants to CONTRACT PURCHASER/DEVELOPER that it has sufficient water capacity and flow valves to service development of the PROPERTY.

VIII.

BUILDING CODES:

For purposes of building and occupancy permits, the PROPERTY shall be governed by the International Building Code, the National Electrical Code and the International Commercial Codes (ICC) in effect in the CITY as of the date of issuance of Building Permit for any particular structure on a lot within said PROPERTY. The PROPERTY shall be subject to such changes that are made in said standard codes from time to time as are adopted on a non-discriminatory basis by the CITY.

In the event the CITY elects to make any non-standard exemptions or modifications to said Codes, the PROPERTY shall be bound thereby, except to the extent that any such non-standard modifications would render un-buildable the platted lots of OWNER/DEVELOPER.

IX.

GENERAL MAINTENANCE:

- 9.1** 9.1.1 During the period of time that roads are installed with aggregate base, binder coat, but prior to the time of final acceptance and final lift being put thereon with City approval, OWNER/DEVELOPER shall reimburse the CITY at its customary rate for snow plowing undertaken by the CITY. The CITY agrees to maintain said streets for snow plowing purposes only so long as OWNER/DEVELOPER provides protective layering of asphalt around raised manholes and provides an "Indemnification Letter" as is acceptable to the CITY holding the CITY harmless from any liability for damage to curbs or raised manholes by snow plows. Nothing contained herein shall waive the fact that the CITY has not accepted said public streets by the active snow plowing. These stated obligations shall apply only to publicly dedicated streets to the CITY.
- 9.1.2 DEVELOPER and the Property Owner's Association shall be totally responsible for the maintenance of all private drives and private streets. CITY shall have no responsibility for maintenance or improvement of private drives.
- 9.2** In order to provide for the maintenance and repair of all monuments, signage, landscaping and berms, detention and retention ponds for storm water management, private open space, perimeter berms, and like and related common elements of the subdivisions, within the common areas of the subdivisions as designated in or shown on the Declaration of Covenants and Restrictions affecting each of the subdivisions and the Final Plat or Plats of Subdivision, any OWNER/DEVELOPER seeking approval of any Final Plat of Subdivision within the COMMERCIAL PARCELS shall create one or more Property Owners' Associations charged with the responsibility of maintaining said common subdivision elements. The OWNER/DEVELOPER shall execute a consent to the creation of Back-up Special Service Areas to be created and approved by the CITY Council encumbering all lots or affected portions of the PROPERTY, to provide a source of funding for the maintenance and repair of the common elements in the event that the Property Owner's Associations fail to carry out their maintenance obligations. The establishment of said Back-up Special Service Areas shall be coterminous with the boundaries of each subdivision in the development and shall be established pursuant to the provisions of 35 ILCS 200/27.

X.

SIGNAGE:

- 10.1** Notwithstanding the current Signage Ordinance for the CITY, it is anticipated and agreed to by the parties that the CITY will include within this AGREEMENT and Ordinance approving the same at the minimum the following signage request for the development project the CITY shall permit CONTRACT PURCHASER/DEVELOPER to have the following signage:

- a) One “Brand” sign up to 41 feet tall and 100 square feet in surface area (Illinois State Route 34).
- b) Ford “Brand” monument sign 10 feet tall and 75 square feet in surface area (Mitchell Road).
- c) One digital Signage board up to 25 feet tall and 32 square feet in surface area (Illinois State Route 34).
- d) One “Ford ancillary” sign up to 30 feet tall and 100 square feet in surface area (Illinois State Route 34).
- e) One “Ford ancillary” sign up to 30 feet tall and 100 square feet in surface area (Illinois State Route 34).
- f) Ground mounted internal directional signage not to exceed 8 feet tall as required to regulate internal traffic flow for Ford Dealership, quick lane, car wash, and Allstate facilities along Mitchell Road.
- g) One Quick Lane pylon signs up to 25 feet tall and 150 square feet in surface area (along Illinois State Route 34 and Mitchell Road).
- h) One “car wash” sign up to 25 feet tall and 100 square feet in surface area (along Illinois State Route 34 and Mitchell Road).
- i) One “Allstate” monument sign 8 feet tall and 50 square feet in surface area (along Illinois State Route 34 and Mitchell Road).
- j) CITY and DEVELOPER agree that the DEVELOPER shall be permitted to install building signage on the buildings as required by Ford Motor and ancillary users.
- k) DEVELOPER shall be permitted to install an oversized American Flag and flagpole as long as it is setback at least ten feet (10’) from any property boundary on the PROPERTY.

XI.

IMPLEMENTATION OF THE AGREEMENT.

- 11.1** 11.1.1 Governmental Services: The CORPORATE AUTHORITIES agree to aid OWNER and DEVELOPER, as the case may be, and to cooperate reasonably with them in their dealings with any and all applicable governmental bodies and agencies in obtaining permits and other governmental approvals for the PROPERTY. Such permits and approvals shall include, but not be limited to, those issued or required by the IEPA, the United States Environmental Protection Agency and the Army Corps of Engineers for any purpose, including access, construction and use of sanitary sewer and water mains and the construction of roadways and storm water detention areas within wetlands.
- 11.1.2 Creation of Economic Initiatives Agreements: The CITY acknowledges that a Development/Economic Initiative Agreements for the subject commercial property has been approved as City Ordinance No. 2019-8 and No. 2019-9 which will provide incentives for commercial development within the PROPERTY, and which will provide sales tax benefits to the CITY. The CITY shall immediately after enactment of this Agreement, pursuant to 65 ILCS 5/8-11-20 or any other

statutory means, enact all Ordinances and/or execute all agreements to share or rebate a portion of the CITY's allocated portion of sales tax revenue as set forth herein pursuant to the terms provided in **Group Exhibit "E"** (hereinafter referred to as "INCENTIVES").

11.2 Certification of Ordinances.

At DEVELOPER'S or OWNER'S request, the CITY Clerk shall certify copies of the CITY Zoning Ordinance and other documents referenced herein to facilitate later interpretation of this AGREEMENT.

11.3 Corporate Authorities.

The parties acknowledge and agree that the individuals who are members of the group constituting the CORPORATE AUTHORITIES of the CITY are entering into this AGREEMENT in their corporate capacities as members of such a group and shall have no personal liability in their individual capacities.

11.4 Facilitation of Development.

*DISCUSS? **

It is understood and agreed by the parties hereto that the successful consummation of this AGREEMENT requires their continued cooperation. The CITY and the OWNER/DEVELOPER hereby evidence their intent to always cooperate in the resolution of mutual problems and their willingness to facilitate the uses of the PROPERTY, as contemplated by the provisions of this Agreement. Notwithstanding anything contained herein, any existing or future ordinance of the CITY during the term of this Agreement (exclusive of any fees waived or prepaid herein, but including any building, zoning, subdivision or development ordinance or regulation) which conflicts with this Agreement or limits the rights granted herein or increases obligations over those contained herein, shall not apply to the Property for a period of 5 years from the date of this Agreement and may only be applied to the Property thereafter if the ordinance or regulation does not limit, impair or impede the OWNER'S/DEVELOPER'S ability to develop the Property in accordance with this Agreement.

11.5 Enforceability of this Agreement.

The parties agree that the Circuit Court of Kendall County, Illinois, is the proper forum for the enforcement of this Agreement, and accordingly agree that any action at law or in equity to secure the performance of the covenants herein contained shall be maintained in Kendall County, Illinois.

11.6 Time is of the Essence.

It is understood and agreed that time is of the essence of this Agreement and that all parties will make every reasonable effort, including calling of special meetings, to expedite the subject matters hereof.

11.7 Entire Agreement.

This PLANNED UNIT DEVELOPMENT AGREEMENT sets forth all agreements, understandings, and covenants between and among the parties, written and oral, and is a full integration of the entire Agreement of the parties relating to the PLANNED UNIT DEVELOPMENT AGREEMENT and development of the Property.

XII.

MODIFICATIONS.

Any modification or amendment that is not expressly permitted pursuant to this AGREEMENT and is deemed to be a substantial amendment by the CITY Council shall be required to be processed in conformance with the Ordinances and Zoning Code of the CITY. Minor modifications in the platting process such as relocating of roads due to soil conditions, and minor platting issues shall be permitted without the need for public hearing or compliance with any plan modification procedures now or hereafter provided for under the Ordinances and Zoning Code of the CITY. Any modification to any PRELIMINARY PUD SITE PLAN or Final Plat shall be deemed a minor modification for the purposes of interpreting this AGREEMENT if it: (1) does not materially change the overall design for the area in question; and (2) does not change the proposed uses from those approved for the area in question. The relocation of any road, sidewalk or easement shall be deemed a minor modification for the purposes of interpreting this AGREEMENT.

READ
TKenney/1/14
→

XIII.

BINDING EFFECT AND TERM.

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor owners, lessees and successor lessees, and upon any successor municipal authority of the CITY. The term of this AGREEMENT shall end on the date twenty (20) years after the date set forth in the introductory paragraph of this Agreement. If subsequent to the date of this AGREEMENT Illinois law allows agreements such as this one to have a longer term than that herein provided, then to the extent permitted by law, the term of this AGREEMENT shall be deemed extended to the maximum term permitted under Illinois law. It is the express intent of the parties that the provisions of this AGREEMENT do not create, either expressly or equitably, any third-party beneficiary or create any rights or obligations of OWNER or DEVELOPER to each other.

XIV.

NOTICES AND REMEDIES.

It is agreed that any party to this Agreement may by suit either in law or in equity or other proceeding, enforce or compel the performance of this Agreement, or have other such relief for the breach hereof as may be authorized by law or which by law or equity is available to them.

14.1 Notice to be Given.

Before any failure of any party of this AGREEMENT to perform its obligations under this AGREEMENT shall be deemed to be a breach of this AGREEMENT, the party claiming such failure shall notify in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded. Any such notice must be served simultaneously on OWNER, if not the party alleged to be in breach. Upon such notice, the party so notified shall have 30 days in which to cure such failure to perform. The time to cure shall be extended during any period in which the party so notified is actively and diligently working to cure the default, provided the nature of the default is one that can be cured by the defaulting party.

14.2 Addresses for Notice.

Notice shall be provided at the following addresses or where subsequently designated by the party to receive notice:

CITY: City of Plano
17 E. Main St.
Plano, IL 60545

Copy to: City Attorney:
Thomas W. Grant, or successor in office
200 Hillcrest Ave.
P.O. Box 326
Yorkville, IL 60560

CONTRACT PURCHASER: GC Investment Properties, Inc.
c/o Gjovik Ford, Inc.
2600 US Route 34 East
Sandwich, IL 60548

DEVELOPER: Gjovik Ford, Inc.
2600 US Route 34 East
Sandwich, IL 60548

Copies to: Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, IL 60560

XV.

AGREEMENT TO PREVAIL OVER ORDINANCES.

In the event of any conflict between this AGREEMENT and any Ordinances of the CITY in force at the time of execution of this AGREEMENT, the provisions of this AGREEMENT shall prevail to the extent of any such conflict or inconsistency.

XVI.

PARTIAL INVALIDITY OF AGREEMENT.

If any provision of this AGREEMENT is held invalid, the CITY shall immediately make a good faith effort to take such action as may be necessary to readopt or reaffirm this agreement or any underlying resolution or ordinance in order to cure such invalidity. If after such actions by the CITY, a provision of this AGREEMENT is held invalid, the CITY shall take all such actions as may be necessary to provide the DEVELOPER and the OWNER and the CITY the practical benefits and realize the intent of this AGREEMENT. If after all such efforts, any provision or provisions of this AGREEMENT, or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this AGREEMENT and, to that end, any terms, conditions and provisions of this AGREEMENT are declared to be severable.

XVII.

CONFIRMATION OF PLAN ACTION.

If, for any reason during the term of this AGREEMENT, any approval or permission granted hereunder or any action taken by the CITY is declared invalid, the CITY agrees to take whatever action is necessary to reconfirm such approvals, permissions or action.

XVIII.

USE OF PROPERTY FOR FARMING.

Any portion of the PROPERTY that is not conveyed and under development as provided herein, may be used for grain farming and grain production purposes, hay production, sod farming, nursery or landscaping, regardless of the underlying zoning.

XIX.

RELEASE FROM OBLIGATIONS

Notwithstanding any other provision contained in this AGREEMENT, if OWNER transfers the whole or any portion of the PROPERTY, the person or entity transferring the land shall be released from the obligations contained in this AGREEMENT in connection with the portion of the PROPERTY being transferred, effective from the date of the completion of the transfer. However, the portion of the PROPERTY that is transferred shall remain subject to all of the terms and conditions imposed by this AGREEMENT and the person acquiring such portion shall from the date of conveyance forward, be bound by the terms of this AGREEMENT as it relates to the portion of the PROPERTY transferred.

XX.

**RELEASE FROM OBLIGATIONS FOLLOWING
COMMENCEMENT OF DEVELOPMENT - BOND**

Performance of this AGREEMENT by OWNER or DEVELOPER at the time of development of a parcel shall be secured by the OWNER'S or DEVELOPER'S delivery to the CITY of a bond or Letter of Credit only for those Public Improvements in said PROPERTY in conformance with the CITY'S Subdivision Control Ordinance. Upon the acceptance of a substitute bond by the CITY, a release of liability for the subject parcel shall be issued to the then current or preceding owner (if not already released), if different than the party doing the development work.

Upon completion of various improvements of the PROPERTY, the OWNER'S or DEVELOPER'S bond shall be reduced from time to time by the proportionate cost of such improvements completed as determined to be appropriate by the CITY, and pursuant to Ordinance.

XXI.

DEFINITIONS.

21.1 Counterparts.

This AGREEMENT may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same AGREEMENT.

21.2 Developer

When the term "DEVELOPER" is used throughout this AGREEMENT, it refers to the actual entity, which may be OWNER or its successors and assigns, which applies for and receives approval as to Final Plats or seeks or obtains building permits for any or all of

the PROPERTY. It has been disclosed by OWNER and acknowledged by the CITY that the DEVELOPER of any part of the PROPERTY need not be OWNER.

21.3 Owner and Contract Purchaser

When the term "OWNER" is used throughout this Agreement, it refers to the persons, individually or collectively who are the owners of the Property or the relevant part of it at the relevant time; or the CONTRACT PURCHASER who may be entering into this AGREEMENT prior to actual closing of its purchase. Once that purchase is complete the term "CONTRACT PURCHASER" and "OWNER" shall be interpreted to be one and the same party, that being "GC INVESTMENT PROPERTIES, INC.". The term "OWNER" shall further be defined for purposes of this AGREEMENT as any subsequent purchaser of any portion of the PROPERTY from GC INVESTMENT PROPERTIES, INC.

21.4 Preliminary PUD Site Plan

When the term "PRELIMINARY PUD SITE PLAN" is used throughout this Agreement, the term shall include and be defined as **Exhibit "B"**, which contains the general land use design for commercial, mixed use, and open space parcels, both for the Gjovik Ford Dealership and future OWNER/DEVELOPER of any portion of the PROPERTY.

21.5 Private Roadways and Streets.

DEVELOPER shall be permitted to construct private roadways or private streets accessing the Ford Dealership, quick lane facility, car wash, and Allstate facilities as determined by DEVELOPER and installed at DEVELOPER expense in conformity with Article 4 of this AGREEMENT and maintained by DEVELOPER and the Property Owner's Association created for each Phase or Unit of this subdivision in conformity with Article 9 of this AGREEMENT.

21.6 Property

When the term "PROPERTY" is used throughout this Agreement it will reference the entire parcel of real property owned by CONTRACT PURCHASER.

21.7 Security.

When the term "security," "surety" or Letter of Credit is used in any provision of this AGREEMENT or any CITY ordinance applicable to the PROPERTY, such terms shall mean a Surety Bond or Letter of Credit from a reputable issuer selected by the DEVELOPER and reasonably acceptable to CITY.

21.8 Substantial Modifications.

Substantial modifications shall include any changes to the Planned Development which require an amendment of this AGREEMENT, or any other change for which a public hearing is required by law or by the Plano Municipal Code, except as specifically provided herein.

21.9 Undefined Terms.

Terms not specifically defined in this AGREEMENT shall have the meanings attributed to them in the applicable CITY Ordinances and Regulations and in the absence of an attributed meaning in the CITY Ordinances and Regulations, the meanings given in common usage.

IN WITNESS WHEREOF, the CORPORATE AUTHORITIES, OWNER and DEVELOPER have caused this instrument to be executed by their respective proper officials, duly authorized to execute the same, on the day and year first written above.

CONTRACT PURCHASER:

GC INVESTMENT PROPERTIES, INC., an Illinois Corporation

By: _____

Attest: _____

INTENDED OPERATOR:

Gjovik Ford, Inc., an Illinois Corporation

By: _____

Attest: _____

CITY OF PLANO

By: _____
Mayor

Attest: _____
City Clerk

PREPARED BY AND RETURN TO:

Law Offices of Daniel J. Kramer
1107A S. Bridge St.
Yorkville, IL 60560
630.553.9500

EXHIBIT LIST

EXHIBIT "A"	Legal Description – entire property
EXHIBIT "B"	Preliminary PUD Site Plan
EXHIBIT "C"	Architectural Design Guidelines
EXHIBIT "D"	Preliminary Engineering
EXHIBIT "E"	Development/Economic Initiative Agreement

FIRST AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT

The Territory effected by this First Amended Planned Unit Development Agreement is covered under the following Tax Parcel Numbers:

01-25-100-016

01-24-300-034

THIS First Amended Planned Unit Development Agreement Phase II ("First Amended Agreement") is made and entered into this _____ day of _____, 20____, by and between the CITY OF PLANO, ILLINOIS, an Illinois Municipal Corporation (the "City") GC INVESTMENT PROPERTIES, INC., an Illinois Corporation ("GC Investment") and TERA FORD INC. (successor to Gjovic Ford Inc.) an Illinois Corporation ("Tera Ford") and N.A. TOWNHOMES LLC & N.A. APARTMENTS LLC ("Owner"). The City, Tera Ford and the Owner are hereinafter sometimes individually referred to as "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, GC INVESTMENT PROPERTIES, INC., an Illinois Corporation, GJOVIK FORD INC., an Illinois Corporation and the CITY OF PLANO, ILLINOIS, an Illinois Municipal Corporation, entered into a Planned Unit Development Agreement on or about July 8, 2019; and

WHEREAS, the territory effected by the Planned Unit Development Agreement covered the following Tax Parcel Numbers: 01-24-300-030 and 01-25-100-011; and

WHEREAS, Tax Parcel Number 01-24-300-030 has been since subdivided into the following Tax Parcel Numbers:

01-24-300-032 (sold by GC INVESTMENT PROPERTIES, INC to TERA AUTOMOTIVE REAL ESTATE, LLC)

01-24-300-034 (sold by GC INVESTMENT PROPERTIES, INC to N.A. APARTMENTS LLC and N.A. TOWNHOMES LLC)

01-24-300-033 (sold by GC INVESTMENT PROPERTIES, INC to MEDILL VENTURE LLC); and

WHEREAS, Tax Parcel Number 01-25-100-011 has been since subdivided into the following Tax Parcel Numbers:

01-25-100-014 (sold by GC INVESTMENT PROPERTIES, INC to TERA AUTOMOTIVE REAL ESTATE, LLC)

01-25-100-015 (sold by GC INVESTMENT PROPERTIES, INC to TERA AUTOMOTIVE REAL ESTATE, LLC)

01-25-100-016 (sold by GC INVESTMENT PROPERTIES, INC to N.A. APARTMENTS LLC and N. A. TOWNHOMES LLC); and

WHEREAS, pursuant to Paragraph 5.1, Phasing, of the Planned Unit Development Agreement, GC INVESTMENT PROPERTIES, INC, has the right to subdivide and develop the Property in phases; and

WHEREAS, the Parties recognize that a first amendment to that Planned Unit Development Agreement regarding the Property is necessary and in their best interests; and

WHEREAS, N.A. APARTMENTS LLC and N. A. TOWNHOMES LLC is the owner of certain property which is legally described on Exhibit A attached hereto and referred to as the "Property"; and

WHEREAS, there is attached hereto and made a part hereof a Preliminary Plat Of Resubdivision of Lot 3 In Gjovik Ford Park (Exhibit B) which sets forth in detail Owner's contemplated land uses of the Property, which is outlined in Phase II to build and operate three (3) multi-family residential buildings; and

WHEREAS the Preliminary Plat Of Resubdivision is being approved with this First Amended Agreement and shall be subject to approval of Final Plats of Subdivision as are necessary to develop the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing RECITALS to this First Amended Planned Unit Development Agreement are incorporated herein by references as though fully set forth herein verbatim.
2. The Terms and Conditions of the Planned Unit Development Agreement remain in full force and effect except as modified herein.

3. Concurrent with the enactment of the Ordinance approving this First Amended Agreement, the Corporate Authorities shall adopt a Resolution approving the Preliminary Plat of Resubdivision.
4. Prior to any development taking place on the Property, as depicted on the Preliminary Plat of Resubdivision, Final Plat must be approved in accordance with the City Zoning Ordinances.
5. Any Final Plat required under the Plano Subdivision Regulations shall conform substantially to the Preliminary Plat Of Resubdivision, the requirements of the City Zoning Ordinance and the City Subdivision Ordinance except as provided herein.
6. Development of the Property for an apartment complex shall conform to the Preliminary Site Plan, Preliminary Utility Plan, Preliminary Grading Plan, Preliminary Earthwork Elevation Plans, and Floor and Roof Plans.
7. The following special conditions of development shall apply to the Property:
 - a. Title 5 Chapter 6G Section 4, Site And Structure Requirements, subsection A.2 (all multiple-family structures shall be located on a lot which provides the following minimum land area per dwelling unit: 1 bedroom: Minimum Lot Area Per Dwelling Unit In Square Feet - 4,000; Efficiency: Minimum Lot Area Per Dwelling Unit In Square Feet - 3,300). The minimum lot area for the property shall be not less than 200,000 square feet for not more than one hundred one (101) dwelling units (42 one (1) bedroom dwelling units and 59 efficiency dwelling units).
 - b. Title 5 Chapter 6G Section 4, Site And Structure Requirements, subsection D.2 (Maximum Building Height - all other dwelling types, not more than two and one-half (2 ½) stories or twenty five feet (25'), whichever is lower). The maximum building height for the Structures shall be not more than three (3) stories or 41 feet.
 - c. Title 5, Chapter 15, Section 4, Sight Design Standards, subsection C.4.a.(2) (Apartment Buildings - Apartment structures shall not contain less than one hundred percent (100%) face brick or stone on the front elevation and no less than seventy five percent (75%) face brick or stone on the rear or side elevations). The Structures will contain not less than 5% face brick or stone on the front elevation and not less than 5% face brick or stone on the rear or side elevations
 - d. Title 5, Chapter 15, Section 4, Sight Design Standards, subsection C.4.a.(3) (Front Entryway Features - To infuse a denser multi-family development with small scale

features that are similar to low density development, multi-family dwellings shall incorporate three (3) of the following architectural features in the front entryway façade). The Structures shall incorporate not less than two (2) of the architectural features in the front entryway façade as set forth in Title 5, Chapter 15, Section 4, subsection C.4.a.(3).

8. The Owner may construct the Structures in phases.
9. Ratification of Agreement. Except as modified herein, the terms and conditions of the Planned Unit Development Agreement are hereby ratified and affirmed and shall be and remain in full force and effect.
10. Binding on Successors. This First Amended Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
11. Notice. All notices, demands and requests required or permitted to be given under this First Amended Agreement (collectively the "Notices") must be in writing and must be delivered personally, or by telephone facsimile (provided that such Notice is confirmed by delivering an original copy of such Notice on the same day to a nationally recognized overnight courier for delivery to the addressee(s) on the next business day), by nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. Notices shall be effective upon receipt if delivered personally (or refused) or by telephone facsimile, or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed; provided notices delivered by telephone facsimile shall also be sent by overnight courier or United States certified mail, return receipt requested. The initial addresses of the parties shall be:

If to

With a copy to:

If to

With a copy to:

Upon at least ten (10) days prior written notice, each party shall have the right to change its address to any other address within the United States of America.

12. Exhibits Incorporated. Each exhibit attached to and referred to in this First Amended Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

13. Counterparts. This First Amended Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this First Amended Planned Unit Development Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

DRAFT

Exhibit A

property which is legally described and referred to as the "Property"

01-24-300-034

01-25-100-016

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Exhibit B

Preliminary Plat Of Resubdivision of Lot 3 In Gjovik Ford Park

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