

**VILLAGE OF VOLO**

**ORDINANCE NO. O-20-10**

**AN ORDINANCE AMENDING ORDINANCE NO. O-98-96 AND GRANTING  
PLANNED UNIT DEVELOPMENT APPROVALS FOR A 17.136-ACRE PARCEL  
GENERALLY LOCATED AT HARTIGAN ROAD AND TERRA SPRINGS DRIVE  
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**WHEREAS**, the Village of Volo (“**Volo**”) is a home rule municipality existing in accordance with the Illinois Constitution of 1970; and

**WHEREAS**, The Woods of Willow Springs, LLC (“**Owner**”) is the record owner, and Cunat Inc. (“**Developer**”) is the prospective developer, of an approximately 17.136 acre tract of real property generally located at Hartigan Road and Terra Springs Drive in Volo, Illinois, which property is legally described in **Exhibit 1** attached to and, by this reference, made a part of this Ordinance (“**Property**”); and

**WHEREAS**, pursuant to Ordinance No. O-98-96, the Property was zoned in the MU-III Mixed Use District classification with PUD approval (“**MU-3 District**”) under the Volo Zoning Ordinance; and

**WHEREAS**, the Property was previously the subject of an “**Annexation Agreement**” by and between the Village, Harris Bank Palatine, N.A., and Four Oaks L.L.C dated October 22, 1998, which Annexation Agreement had a term of twenty years from the date of its original execution and is now expired, and without force or effect; and

**WHEREAS**, pursuant to the Annexation Agreement and Ordinance No. O-98-96, the Property was planned and zoned for development of a planned unit development including up to 295 apartment dwelling units, 80 townhome dwelling units, 82 detached single-family homes, and commercial development; and

**WHEREAS**, said Annexation Agreement was subsequently amended and the Second Amendment to Annexation Agreement, dated July 15, 1999, provided for modifications to the Property’s planning and zoning such that a portion of the proposed planned unit development

would include up to 384 apartment dwelling units, as well as other residential and commercial uses on the Property; and

**WHEREAS**, Owner and Developer (collectively “**Applicant**”) now desire to develop the Property under the Village’s planned unit development regulations with a 240-unit multi-family residential development (consisting of 144 one bedroom/one bath units and 96 two bedroom/two bath units) in eleven three-story buildings (consisting of six 30-unit buildings and five 12-unit buildings) as well as a clubhouse and related common area improvements (“**Proposed Development**”); and

**WHEREAS**, Applicant has represented that the Proposed Development will consist of a “Class A” complex and is not proposed to include publicly-assisted housing under Section 8 of the Housing Act of 1937; and

**WHEREAS**, Applicant has applied for zoning and development approvals to permit the development of the Property with the Proposed Development including: (i) approval of a combined preliminary and final planned unit development (“PUD”); and (ii) approval of certain departures from the otherwise applicable requirements of the Zoning Ordinance, all as more particularly described in this Ordinance (collectively, the “**Requested Relief**”); and

**WHEREAS**, in support of the Requested Relief, Applicant has submitted to the Village the following plans and specifications:

- i. Final PUD Plat consisting of 1 sheet prepared by Gewalt Hamilton Associates with a last revised date of August 19, 2020;
- ii. Final Engineering Plans consisting of 36 sheets prepared by Gewalt Hamilton Associates with a last revised date of August 31, 2020;
- iii. Landscape Plan consisting of 13 sheets prepared by Kimley Horn with a last revised date of August 31, 2020;
- iv. 30-Unit Building Elevations consisting of 2 sheets prepared by R.B. Custom Designs, Inc. with a last revised date of August 10, 2020;
- v. 12-Unit Building Elevations consisting of 2 sheets prepared by R.B. Custom Designs, Inc. with a last revised date of August 10, 2020;

- vi. Clubhouse Building Elevations consisting of 3 sheets prepared by R.B. Custom Designs, Inc. with a last revised date of September 1, 2020;
- vii. 30-Unit Building Floorplans consisting of 3 sheets prepared by R.B. Custom Designs, Inc. with a last revised date of August 10, 2020;
- viii. 12-Unit Building Floorplans consisting of 2 sheets prepared by R.B. Custom Designs, Inc. with a last revised date of August 10, 2020;
- ix. Clubhouse Floorplan consisting of 2 sheets prepared by R.B. Custom Designs, Inc. with a last revised date of September 1, 2020;
- x. Lighting and Photometric Plan consisting of 1 sheet prepared by KSA Lighting & Controls and dated August 18, 2020; and
- xi. Geometric Plan for Hartigan Road at Terra Springs Drive prepared by Gewalt Hamilton Associates consisting of 2 sheets and dated June 26, 2020;

(collectively, the “**Plans**”), copies of which are attached hereto as **Exhibit 2**, and by this reference are incorporated herein and made a part hereof; and

**WHEREAS**, to permit the construction and maintenance of the Proposed Development on the Property in accordance with the Plans, Applicant has submitted a request for approval of certain departures from the otherwise applicable requirements of the Zoning Ordinance as set forth in **Exhibit 3** hereto (“**Requested Departures**”); and

**WHEREAS**, pursuant to Section 3.13.3(i) of the Zoning Ordinance and its home rule powers, the Village is authorized to approve the Requested Departures in connection with the approval of a residential PUD for the Property; and

**WHEREAS**, pursuant to notice duly published, the Village’s Planning and Zoning Commission (“**Plan Commission**”) conducted a public hearing on the Requested Relief pursuant to the Plans on July 28, 2020; and

**WHEREAS**, following the close of such public hearing, the Plan Commission evaluated the Plans for the Proposed Development based on applicable provisions of the Zoning Ordinance, the Volo Village Code, and the Volo Comprehensive Plan 2013, and made findings and recommendations as set forth in the Planning and Zoning Commission Findings of Fact/Recommendations (“**PC Findings**”) attached hereto as **Exhibit 4**; and

**WHEREAS**, as set forth more particularly in the PC Findings, the Plan Commission found that the Proposed Development satisfies all applicable standards for: (i) the grant of combined preliminary and final PUD plat approval; and (ii) approval of the Requested Departures, all consistent with the Plans; and

**WHEREAS**, the President and Village Board have: (i) considered the proceedings, deliberations, and findings of the Plan Commission including the record of the public hearing, the PC Findings, and Applicant's submittals and (ii) determined that it is in the best interests of the Village and its residents to: (a) accept the recommendations of the Plan Commission as set forth in the PC Findings attached hereto as **Exhibit 4**, subject to the terms and conditions of this Ordinance; (b) adopt the findings of the Plan Commission as set forth in the PC Findings as the findings of the President and Board of Trustees, as further addressed by the terms of this Ordinance; (c) approve the Plans; and (d) grant the Requested Relief, subject to the terms and conditions set forth in this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Volo, Lake County, Illinois, as follows:

**Section 1 – Recitals.** The foregoing recitals are by this reference incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

**Section 2 – Approval of a Special Use Permit for a Planned Development.** Pursuant to Section 3.13.4 of the Zoning Ordinance and the Village's home rule powers, and subject to the limitations set forth in Section 3.13.4 and the terms and conditions of this Ordinance, the Applicant is hereby granted a Special Use Permit for a planned unit development on the Property.

**Section 3 – Approval of Preliminary and Final PUD Plat and Plans.** The Village Board hereby approves the Plans, as defined above and attached hereto as **Exhibit 2**, as both preliminary and final PUD plans pursuant to Section 3.13.4(b) of the Zoning Ordinance and the Village's home rule powers; provided, however, that such approval shall be subject to the terms

and conditions set forth in Section 5 of this Ordinance. The approval of the Plans granted by this Ordinance shall supersede any prior PUD approvals for the Property, which are hereby repealed.

**Section 4 – Approval of Requested Departures.** Pursuant to Section 3.13.3(i) of the Zoning Ordinance and the Village’s home rule powers, and subject to the limitations in such Section 3.13.3(i) as modified and supplemented by the conditions set forth in Section 5 of this Ordinance, the Village Board hereby grants approval of the Requested Departures, as set forth in **Exhibit 3** hereto, for the Property to permit construction and maintenance of the Proposed Development thereon in accordance with the Plans. The approval of the Requested Departures granted by this Ordinance shall supersede the approval of all Zoning Ordinance departures that may have been previously granted for the Property, which approvals are hereby repealed.

**Section 5 – Conditions on Approval.** The approvals granted pursuant to Sections 2 through 4 of this Ordinance shall be subject to the following conditions, restrictions, and limitations, and Applicant's failure to abide by the provisions of this Section shall be deemed a violation of this Ordinance and the Zoning Ordinance:

- (a) **No Authorization for Development Activity.** The approvals granted by this Ordinance shall not be deemed an authorization for Applicant to commence any development work on the Property. Except as otherwise expressly provided in this Ordinance, no development work on the Property shall be permitted or otherwise authorized unless and until all necessary permits, authorizations, and approvals customarily required from the Village or any other governmental body or agency have been secured, including without limitation satisfaction of all conditions for issuance of a Watershed Development Permit for the Property. Permits shall only be issued in accordance with all applicable requirements of the Zoning Ordinance, Subdivision Ordinance, and Village Code (collectively, the “**Village Code Requirements**”) and this Ordinance.
- (b) **Modifications to Plans.** Notwithstanding the approvals granted by this Ordinance, the Plans shall be subject to such minor modifications as may be approved by the Village Engineer to address field conditions, regulatory compliance, and compliance with the terms and conditions of this Ordinance. Other modifications to the Plans that do not change the concept or intent of the Proposed Development and do not constitute a “major change” as defined in Section 3.13.6(a) of the Zoning Ordinance may be approved by the Village Board without further public hearing or amendment to this Ordinance. Any modifications made and approved in accordance with this paragraph shall be deemed to be incorporated into the Plans.
- (c) **Construction Phases; Required Improvements.** Applicant shall be permitted to construct improvements within the Proposed Development in one or more phases, provided that the

Property and all buildings and improvements thereon conform with all applicable Village Code Requirements, including without limitation all applicable development standards applicable to the MU-2 district as set forth in the Zoning Ordinance relating to yards and setbacks, building height, floor area ratio, maximum building coverage, and minimum green area except as otherwise expressly authorized by this Ordinance. Any phasing of the Proposed Development shall be subject to all conditions on approval set forth in this Ordinance and the following additional conditions:

- (1) Prior to issuance of the first certificate of occupancy for the Proposed Development, or any phase thereof, Applicant shall:
  - i. Record a plat of dedication, in a form approved by the Village, that provides for the dedication to the Village of all right-of-way required for the Hartigan Road Improvements (as defined herein) and all easements necessary to provide Village utility services to the Proposed Development; and
  - ii. Secure or dedicate and record all other easements necessary to provide non-Village utility services to the Proposed Development.
- (2) Prior to issuance of the first certificate of occupancy for Lot 2 of the Property, Applicant shall complete construction of the emergency access drive depicted on the Plans to connect Lot 2 to existing access improvements on the Home Depot property to the west, and secure and submit to the Village for its review and approval an access easement agreement as necessary to permit emergency vehicular access across the Home Depot property.
- (3) Prior to issuance of the first building permit for construction of any dwelling unit on Lot 1 of the Property, and in any event within 24 months after the issuance of the first building permit for any dwelling unit on Lot 2 of the Property, Applicant shall complete installation of the trash compactor and all related improvements in accordance with the Plans. If Applicant requests issuance of a certificate of occupancy for any one or more dwelling units on Lot 2 before the trash compactor is fully completed and operational, then the Village shall have no obligation to issue the requested certificate of occupancy unless and until Applicant demonstrates that it has provided adequate trash collection and disposal facilities to serve such dwelling units on Lot 2 ("**Alternate Trash Collection Facilities**"). The Alternate Trash Collection Facilities shall comply with all applicable Village Code Requirements, including without limitation screening requirements under the Zoning Ordinance, and shall be subject to approval by the Village Administrator in consultation with the Village Engineer. Any certificate of occupancy issued for a dwelling unit on Lot 2 prior to full completion of the trash compactor shall be a temporary certificate of occupancy conditioned upon timely completion of the trash compactor as required by this paragraph.
- (d) Development of the Property; Compliance with Plans. Notwithstanding any use or development right that may be applicable or available to the Property pursuant to the Zoning Ordinance or Ordinance O-98-96, all improvements to the Property shall be located, installed, and maintained, and the Property shall be used and developed, only pursuant to and in accordance with the following, listed in order of priority and control:
  - (1) the body of this Ordinance;
  - (2) the exhibits to this Ordinance;

- (3) the Plans, subject to such modifications as are required or permitted pursuant to this Ordinance and approved by the Village Engineer;
- (4) the Village's Zoning Ordinance and Subdivision Ordinance;
- (5) the Village's building codes and regulations as set forth in, or adopted by reference pursuant to, Title 10 of the Village Code;
- (6) all other applicable Village Code Requirements;
- (7) the Declaration (as hereinafter defined), as may be amended from time to time; and
- (8) all other applicable laws and regulations.

Unless otherwise provided in this Ordinance, either specifically or in context, if a conflict exists or arises between or among any of the plans and documents set forth in this paragraph, Applicant shall cooperate with the Village to resolve that conflict in a manner the Village determines to be fair and reasonable and consistent with the legislative intent and purpose of this Ordinance with respect to the construction of the Proposed Development. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless specifically provided otherwise in this Ordinance.

- (e) Performance and Financial Security. The approval of the Requested Relief as provided in this Ordinance is conditioned upon Applicant delivering all performance and other financial security and guarantees as required by this Ordinance, the Village Code Requirements, and other applicable law (the "**Construction-Related Securities**") for the completion of the improvements identified in the Plans. If Applicant proceeds with the Proposed Development in phases as provided by this Ordinance, then the Construction-Related Securities may be delivered on a phase-by-phase basis. All Construction-Related Securities shall be in a form satisfactory to the Village Attorney in accordance with this Ordinance, the Village Code Requirements, and other applicable law.
- (f) Construction Damage Security. Prior to beginning construction activities on the Property, Applicant shall post a cash deposit with the Village in the amount of \$10,000.00 (the "Damage Deposit") to be used to reimburse the Village for: (i) the cost of damage and road cleaning that the Village reasonably determines has arisen from traffic related to such construction activities on any existing public rights-of-way, specifically including Hartigan Road; and/or (ii) the cost of damage that the construction activities may cause to Public Improvements previously conveyed to, and accepted by, the Village (collectively, "**Repair Work**"). In the event that the Village is required to use sums from the Damage Deposit for Repair Work, the Applicant shall, within ten (10) days after a written request from the Village, supplement the Damage Deposit so that the amount of such Damage Deposit shall remain at \$10,000.00; Applicant's failure to make such supplemental payment for the Damage Deposit shall be a basis for suspending all work related to the Proposed Development. The amount of the Damage Deposit is not a limitation on the Applicant's liability for Repair Work. Within thirty-five (35) days after the final certificate of occupancy is issued for the Proposed Development, the Village shall return any balance in the Damage Deposit to the Applicant.
- (g) Declaration of Covenants. Prior to the issuance of any certificate of occupancy for the Proposed Development, Applicant shall record against the Property a declaration of covenants, conditions, and restrictions in a form acceptable to the Village Attorney (the "**Declaration**") that, at a minimum, shall provide for the following obligations of the Applicant and any subsequent or successor owner of all or any portion of the Property:



- (1) Protection and maintenance, in perpetuity, the apartment buildings and other structural improvements, common areas and amenities, and all other site improvements (exclusive of improvements that are conveyed to, accepted by, and maintained by the Village as “public improvements”) that exist from time to time on the Property, which areas and improvements shall specifically include but not be limited to stormwater detention and retention areas, trash compactor, walkways, signage, fencing, landscaping, parking, and lighting;
  - (2) Protection and maintenance of all common open space on the Property;
  - (3) Designation of the southern 2.03 acres of Lot 2 of the Property as “Deed Restricted Woodlands” and the obligation to restore and maintain such woodland area; and
  - (4) Provision of a full-time on-site property manager.
- (h) Impact Fees. In connection with its construction of the dwelling units within the Proposed Development (“**Dwelling Units**”), Applicant shall pay the library, fire, park, and school impact fees specified on **Exhibit 5** attached hereto. All impact fees shall be payable to the Village upon issuance of a building permit for a Dwelling Unit.
- (i) Building Architecture; Master Building Plans.
- (1) The Village shall only issue building permits for buildings on the Property with architecture that conforms to the Plans.
  - (2) Applicant shall have the right to submit master building blueprints, plans, and designs (“**Master Plans**”) for the approved 30-unit building type and 12-unit building type and related improvements (each a “**Building Type**”) to be constructed in the Proposed Development. The Village shall review and approve or reject any proposed Master Plans submitted by Applicant. If a Master Plan is rejected, the Village shall provide Applicant with a written statement specifying the requirements of law that the Master Plan fails to satisfy. If Applicant submits a revised Master Plan to the Village, then the Village shall review and approve or reject such revised Master Plan after its submission.
  - (3) Following the approval of any Master Plans, Applicant may apply for building permits for construction of the relevant Building Type by submitting applications with plans conforming to the approved Master Plans. To the extent that elements of the plans included in an application vary from the approved Master Plans, Applicant shall set forth in the application all such variances.
- (j) Sanitary Sewer Service. Applicant shall be required to provide for sanitary sewer service to the Proposed Development via connection to the County of Lake (“**County**”) sanitary sewer system. Applicant shall be responsible for compliance with all applicable sanitary sewer service agreements and connection requirements and payment of all applicable connection and service fees as established by the County. Applicant shall construct all sanitary sewer system improvements as depicted on the Plans (and in accordance with all applicable County standards) and connect them to the County sanitary sewer system. Applicant shall dedicate all necessary easements and convey infrastructure improvements to the County as required by the County.

- (k) Potable Water Service. Applicant shall construct the potable water system improvements that are depicted on the Plans as and when necessary to provide potable water services to the Proposed Development via connection to the Village water system and shall pay all applicable water connection fees as specified in **Exhibit 5** hereto. Applicant shall dedicate to the Village all water mains and related facilities (e.g. fire hydrants and valves) except as otherwise specified by the Plans or approved by Village Engineer, and Applicant shall grant utility easements to the Village as necessary for service, maintenance, repair, and ingress/egress. The Village shall provide potable water service to the Proposed Development subject to available capacity at the time the connection fee is paid, on the same basis, and in accordance with the same connection and service terms, regulations, and fees, as apply generally to (and as may be amended from time-to-time with respect to) residential properties within the Village. Each building will have one water meter and exterior shut-off valve; Dwelling Units shall not be individually metered.
- (l) Parking. Applicant will provide off-street parking facilities for the Proposed Development as depicted on the Plans. At least 336 parking spaces on the Property shall be designated for use solely by residents of the Proposed Development, and at least 85 parking spaces on the Property shall be designated for use solely by visitors and other non-residents. The Applicant shall establish appropriate parking permit requirements or similar regulations to restrict the use of the resident and non-resident parking spaces on the Property in compliance with this paragraph. The Applicant shall be responsible for complying with all requirements of federal and State law related to accessibility standards for persons with disability.
- (m) Hartigan Road Improvements.
- (1) Applicant shall construct roadway and intersection improvements to Hartigan Road at Terra Springs Drive as depicted on the Plans (the "**Hartigan Road Improvements**") at Applicant's expense. Applicant shall develop final engineering plans ("**Hartigan Road Improvements Final Engineering Plans**") for the Hartigan Road Improvements that are substantially consistent with the Geometric Plan for Hartigan Road at Terra Springs Drive included in the Plans attached hereto as **Exhibit 2**. Such Hartigan Road Improvement Final Engineering Plans shall be subject to review and approval by the Village Engineer prior to the commencement of construction. If the Village Engineer determines that there are significant deviations from the Plans, then the Hartigan Road Final Engineering Plans shall be subject to review and approval by the Village Board.
  - (2) The Village shall not be obligated to issue any building permits for the Proposed Development until the Hartigan Road Improvements Final Engineering Plans have received final Village approval.
  - (3) Applicant shall secure its commitment to construct the Hartigan Road Improvements by posting with the Village, or causing to be posted, either a letter of credit or a bond in the form attached hereto as **Exhibit 6** prior to commencement of construction of the Hartigan Road Improvements. Such letter of credit or bond shall be in the amount of 110% of Applicant's engineer's Opinion of Probable Construction Cost for the Hartigan Road Improvements (as approved by the Village Engineer).
  - (4) The Village Engineer shall inspect the Hartigan Road Improvements not later than 10 days after Applicant gives notice to the Village that it has completed the construction

of said improvements, at which time the Village Engineer shall determine whether or not the improvements have been constructed in conformance with the Hartigan Road Improvements Final Engineering Plans and all applicable laws, regulations, and permits. If the Village Engineer determines that any corrections are required to the Hartigan Road Improvements, then the Village shall provide Applicant with a list of the required corrections. Applicant shall notify the Village when such corrections have been made, and the Village Engineer shall re-inspect the Hartigan Road Improvements within 10 days after receipt of such notice. When the Village Engineer: (i) determines that any and all required corrections have been satisfactorily completed, and (ii) gives final approval of the completed Hartigan Road Improvements, then the Village shall accept the Hartigan Road Improvements and all appurtenant facilities, including all additional right-of-way and easements dedicated to the Village by Owner.

(5) The Village shall not be obligated to issue any certificate of occupancy for the Proposed Development until Applicant has satisfactorily completed construction of the Hartigan Road Improvements in substantial conformity with the Hartigan Road Improvements Final Engineering Plans, as determined by the Village Engineer, and the Village has finally approved and accepted the Hartigan Road Improvements as provided herein. Notwithstanding the foregoing, the Village may direct Applicant to defer specified work for the final roadway surfacing of the Hartigan Road Improvements ("**Final Surfacing Work**") until construction of the Proposed Development is completed. In such circumstance, and if Applicant proceeds with the Proposed Development in phases, Applicant may apply for, and the Village will issue, certificates of occupancy for the initial phase or phases of the Proposed Development subject to completion of the Final Surfacing Work as directed by the Village. Applicant shall be required to complete the Final Surfacing Work before the Village's final approval and acceptance of the Hartigan Road Improvements.

(6) Acceptance of the Hartigan Road Improvements shall occur in the manner specified in Paragraphs D through G of Part V of the Subdivision Ordinance. Prior to acceptance by the Village, Applicant shall submit a maintenance bond in the form attached hereto as **Exhibit 7** or a letter of credit. After final acceptance by the Village, the Village shall own and maintain the Hartigan Road Improvements as a public improvement. Concurrently with its acceptance, the Village shall return to Applicant the improvement security Applicant posted with the Village pursuant to Paragraph 4 above.

(7) Except as provided in this Ordinance, Applicant shall have no obligation to construct, pay for, or contribute to the cost of constructing any off-site public or private roadway improvements to benefit or serve the Proposed Development or other properties in the Village.

(n) On-Site Public Improvements.

(1) Applicant shall construct all streets and right-of-way improvements, water lines, stormwater improvements and detention facilities, and all other public improvements to be constructed as part of the Proposed Development ("**Public Improvements**") in accordance with the Plans and all applicable Village Code Requirements, except as expressly modified herein. Inspection, conveyance, and acceptance of the Public Improvements shall occur in accordance with the provisions of Paragraphs D through G of Part V of the Subdivision Ordinance and this Ordinance. Applicant may request that Public Improvements be inspected, conveyed and accepted on a phase-by-phase

basis according to a schedule approved by the Village Administrator, or the Village Administrator's designee, in his or her reasonable discretion consistent with this Ordinance. Applicant acknowledges that Village acceptance of any Public Improvements may be conditioned on Applicant delivering to the Village a maintenance bond in the form of **Exhibit 8** to this Ordinance or a letter of credit. Applicant shall grant the Village the necessary easements over the Proposed Development for the construction, maintenance, and repair of the aforesaid Public Improvements.

- (2) Applicant shall post a letter of credit or a performance bond in the form of **Exhibit 9** to this Ordinance ("**Improvement Security**") with the Village to assure the installation of the Public Improvements described above prior to the issuance of the first building permit to Applicant for the construction of an apartment building within the Proposed Development. The Improvement Security shall be in the amount of 110% of the reasonable estimate of the cost of constructing the Public Improvements, as determined by Applicant's engineer, which estimate shall be subject to the review and approval of the Village Engineer. If Applicant constructs the Proposed Development in phases as provided by this Ordinance, then the Improvement Security may be posted on a phase-by-phase basis to secure completion of all Public Improvements required for the applicable development phase.
- (o) Grading and Construction Activities. Applicant shall have the right to commence site grading, mass earth work, filling and soil stockpiling on the Property following approval of this Ordinance under the following conditions:
- (1) Applicant assumes all risk and agrees to defend and hold the Village harmless for such work in which it participates and agrees to modify any work if so required to satisfy the applicable final approved engineering plans and permit requirements; and
  - (2) Applicant will submit final grading, soil erosion, and sediment control plans and stormwater report to the Village Engineer for review and approval; and
  - (3) A watershed development permit has been issued covering all portions of the Property that will be affected by such work, and any stormwater management issues involving the Village Watershed Development Ordinance have been resolved; and
  - (4) Applicant will provide either a letter of credit or an early start restoration bond in the form attached hereto as **Exhibit 10** valued at 110% of the Village Engineer's estimate of the cost of to complete the regrading, restoration, and replanting of all affected trees that are required to be replaced pursuant to the Plans.
- (p) Hours of Construction Activity; Construction Traffic. In constructing the Proposed Development, Applicant shall not use, or allow to be used, power and manual construction equipment and machinery, including staplers, hammers, saws, compressors, generators, heavy equipment, paving, and moving equipment, or allow diesel trucks to idle on the Property, any earlier than 7:00 a.m. or any later than 7:00 p.m., Monday through Friday, or any earlier than 8:00 a.m. or any later than 5:00 p.m. on Saturdays. No construction work shall be undertaken on the Property on Sundays. All construction traffic related to the Proposed Development shall access the Property from US Route 12 via Hartigan Road unless specifically authorized by the Village Administrator in consultation with the Village Engineer.

(q) No Condominium Conversion. All of the apartment buildings and Dwelling Units within the Proposed Development shall be maintained as rental units under common ownership and shall not be converted into condominiums without prior approval pursuant to a further ordinance of the Village Board.

(r) Insurance, Liability, and Indemnity.

(1) From the date construction begins on the Property and continuously thereafter until such time as the Village accepts all of the Public Improvements, Applicant shall provide and maintain, or cause to be provided and maintained, the following insurance in the following amounts insuring Applicant, as well as the Village and all elected and appointed officers, officials, employees, agents, attorneys, and representatives of the Village:

i. General Liability. General public comprehensive liability insurance in the minimum amounts of: (a) Three Million Dollars (\$3,000,000.00) bodily injury or death to each person; (b) Three Million Dollars (\$3,000,000.00) for property damage resulting from any one accident; and (c) Three Million Dollars (\$3,000,000.00) for all other types of liability.

ii. Worker's Compensation. Worker's Compensation Insurance within the statutory limits and Employer's Liability Insurance with not less than One Hundred Thousand Dollars (\$100,000.00) coverage.

iii. Hazard. By reason of Applicant's right to use or work in the public ways, Applicant's insurance shall cover comprehensive form, premises operations, products/completed operations, explosions and collapse hazard, underground hazard and products, and completed hazard, in the minimum amount of Three Million Dollars (\$3,000,000.00)), which coverage may be provided through Applicant's general liability insurance policy.

(2) Before commencing construction of any portion of the Proposed Development, Applicant shall furnish proof to the Village Administrator that the foregoing insurance policies have been obtained, along with reasonably satisfactory evidence that the required premiums have been paid. Until all of the Public Improvements are accepted by the Village as provided by this Ordinance, Applicant shall renew such insurance in a timely manner so as to avoid any penalty or lapse in coverage. Applicant shall deliver proof of such renewal, including proof that any insurance premium has been paid, within ten days of such renewal. Upon request of the Village, Applicant shall deliver to the Village complete copies of the policies.

(3) Each insurance policy shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled or otherwise terminated until 30 days after receipt by the Village of Volo by registered mail, of a written notice addressed to the Village Administrator of such intent to cancel or impending termination."

Within 30 days after receipt by the Village of this notice, and in no event later than said cancellation or termination, Applicant shall obtain and furnish to the Village

replacement insurance policies in form and substance acceptable to the Village Attorney.

- (s) Continuing Effect of Ordinance No. O-98-96. Except as expressly modified by this Ordinance, Ordinance No. O-98-96 shall remain in full force and effect, and Applicant shall comply with all requirements, conditions, and restrictions therein. To the extent any terms of this Ordinance conflict with the terms of said Ordinance No. O-98-96, the terms of this Ordinance shall control; provided, however, that any development rights arising from Ordinance O-98-96 shall be deemed superseded by the terms of this Ordinance.
- (t) Fees and Costs. Applicant shall be responsible for paying all applicable fees and costs relating to the granting of the approvals set forth herein in accordance with the Zoning Ordinance or other ordinances or resolutions of the Village, including reimbursing the Village for all of its legal, engineering, consulting, and administrative fees, costs, and expenses relating to the review, approval, implementation, and compliance enforcement of said Plans and Requested Relief and paying all costs associated with the review and approval of plans and other documents to be prepared by Applicant pursuant to this Ordinance. 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 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. Additionally, the approval of the Requested Relief shall be conditioned upon Applicant depositing with the Village Clerk a sufficient sum, in current funds, to reimburse the Village for the actual cost of recording this Ordinance.
- (u) Compliance with Laws/ Violation Notice. The development and use of the Property shall be in compliance with the Village Code Requirements and all other applicable laws and regulations of all federal, state, and local governments and agencies having jurisdiction thereof. Applicant shall be responsible for securing all necessary permits and approvals from all governments and agencies having jurisdiction of the Property prior to commencing construction of the Proposed Development. The violation notice procedures of Section 3.16.2 of the Zoning Ordinance shall apply to any violation of this Ordinance or the Zoning Ordinance that the Village determines have occurred, except as otherwise expressly provided herein.
- (v) Transferees. The rights and obligations set forth in this Ordinance shall be binding on and inure to Applicant and upon any and all of Applicant's heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Property, other than purchasers of an individual residential dwelling unit in the Proposed Development. 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 Applicant shall be released from its obligations under this Ordinance to the extent of the transferee's assumption of such liability. The failure of the Applicant to provide the Village with an enforceable transferee assumption agreement as herein provided shall result in the Applicant 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 Applicant.

**Section 6 – Effective Date.** This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that the approvals granted by this Ordinance shall have no force or effect unless and until: (i) Owner presents the Village with adequate evidence of merchantable fee simple title to the Property; and (ii) Owner and Developer have caused duly authorized persons to execute and thereafter file with the Village the unconditional agreement and consent in the form attached hereto as **Exhibit 11** and by this reference incorporated herein and made a part hereof (the “**Conditions Precedent**”); provided further that, if, within 90 days following the passage of this Ordinance, the Conditions Precedent have not been satisfied, then the Village Board may, in its discretion and without further public notice or hearing, deem such failure to satisfy the Conditions Precedent as a withdrawal of the application, and repeal this Ordinance and thereby revoke the approvals granted hereby. Upon this Ordinance having full force and effect, the Village Clerk shall cause it to be recorded in the Office of the Lake County, Illinois Recorder of Deeds.

PASSED THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2020

Ayes: (0) \_\_\_\_\_

Nays: (0) \_\_\_\_\_

Absent and Not Voting: (0) \_\_\_\_\_

APPROVED THIS 3<sup>RD</sup> DAY OF SEPTEMBER, 2020

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

Published in Pamphlet Form: September 3, 2020



**EXHIBIT 1**

**Property Legal Description**

**Property Legal Description**

LOTS 1 AND 2 IN THE FINAL PLAT OF TERRA SPRINGS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 2003 AS DOCUMENT NO. 5118416, IN LAKE COUNTY, ILLINOIS.

PINS: 05-22-401-015 and 05-22-401-016

**EXHIBIT 2**

**Plans**

**Plans**

- i. PUD Plat
- ii. Final Engineering Plans
- iii. Landscape Plan
- iv. 30-Unit Building Elevations
- v. 12-Unit Building Elevations
- vi. Clubhouse Building Elevations
- vii. 30-Unit Building Floorplans
- viii. 12-Unit Building Floorplans
- ix. Clubhouse Floorplan
- x. Lighting and Photometric Plan
- xi. Hartigan Road / Terra Springs Drive Geometric Plan

**EXHIBIT 3**

**Requested Departures**

**Requested Departures**

Maximum Building Height (Zoning Ordinance §5.7.4.d):

37 FT 7¾ IN rather than 35 FT

Street Yard (Zoning Ordinance §5.7.4.c.1):

16.76 FT rather than 20 FT – Building #6  
16.98 FT rather than 20 FT – Building #8  
18.28 FT rather than 20 FT – Building #11

Floor Area Ratio (Zoning Ordinance §5.7.4.e):

0.51 rather than 0.40 – Lot 1

Interior Parking Lot Landscaping (Zoning Ordinance §7.6.3):

5,455 SF rather than 8,575 SF – Lot 2

**EXHIBIT 4**

**Plan Commission Findings/ Recommendations**

**VILLAGE OF VOLO  
PLANNING AND ZONING COMMISSION  
FINDINGS OF FACT / RECOMMENDATIONS**

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Date: September 1, 2020

To: Mayor Henley  
Board of Trustees

From: Elizabeth Connell, Chairperson  
Planning and Zoning Commission

Re: Application for Planned Unit Development – The Woods of Terra Springs

---

**A. Applicant**

Cunat, Inc., 5400 W. Elm Street, McHenry, IL 60050, prospective developer of the property.

The Woods of Willow Springs, LLC, owner of the property.

**B. Property**

Legal Description:

LOTS 1 AND 2 IN THE FINAL PLAT OF TERRA SPRINGS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 45 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 2003 AS DOCUMENT NO. 5118416, IN LAKE COUNTY, ILLINOIS.

Common Address: 0 Hartigan Road, Volo, IL 60041

PINs: 05-22-401-015, 05-22-401-016

**C. Notice**

Adjacent property owners within 500' of the Property were provided notice by U.S. mail.



Notice of the public hearing was published in the Daily Herald on July 13, 2020; certification of publication was received by the Village.

Signs were posted on the Property.

**D. Public Hearing**

A public hearing was held before the Planning and Zoning Commission (“Commission”) on July 28, 2020 at 6:00 PM in the cafeteria at Big Hollow Middle School located at 26051 W. Nippersink Road, Ingleside, IL 60041.

A quorum of the Commission was present.

**E. Purpose**

To consider the request of Applicant for a Special Use for a Planned Unit Development to develop the Property with 240 rental dwelling units in 11 buildings, a clubhouse, and parking facilities.

**F. Conduct of the Hearing**

Witnesses were sworn and evidence was adduced.

The testimony by the Applicant and the public, as well as discussion by the Commissioners, is set forth in the transcript of the public hearing.

**G. Findings**

The Commission found the following based on the written submissions of Applicant and other interested parties and the testimony and evidence presented during the public hearing:

1. The proposed plan is consistent with the stated purpose of the Planned Unit Development regulations and with the Objectives stated in Section 3.13.2 of the Zoning Ordinance.
2. The proposed plan meets the standards of the Planned Unit Development regulations as set forth in Section 3.13.3 of the Zoning Ordinance.
3. The proposed plan departs from certain zoning and subdivision regulations otherwise applicable to the subject property, including but not limited to density, dimension, area, bulk, and use, as follows:

**Zoning Ordinance**

- **Maximum Building Height (§5.7.4.d):**

37 FT 7¾ IN rather than 35 FT

- **Street Yard (§5.7.4.c.1):**

16.76 FT rather than 20 FT – Building #6

16.98 FT rather than 20 FT – Building #8

18.28 FT rather than 20 FT – Building #11

- **Floor Area Ratio (§5.7.4.e):**

0.51 rather than 0.40 – Lot 1

- **Interior Parking Lot Landscaping (§7.6.3):**

5,455 SF rather than 8,575 SF – Lot 2

- **Perimeter Yard Landscaping (§7.6.5):**

30 trees rather than 43 trees – Lot 2

**Subdivision Ordinance**

- **Sidewalk (§V.C.5.a):**

No sidewalk on the south side of Hartigan Road from the central access point west to the property line.

The departures would permit the buildings to have pitched roofs rather than flat roofs, reserve the additional right-of-way required for the widening of Hartigan Road and Terra Springs Drive, restore and maintain woodlands on a portion of the Property, accommodate additional parking spaces, and provide additional screening from the adjacent commercial property, all of which are in the public interest.

4. The proposed plan makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space, and furthers the amenities of light and air, recreation and visual enjoyment.
5. The proposed plan is compatible with the adjacent properties and neighborhood.
6. The proposed plan is desirable as regards physical development, tax base, and economic well-being of the Village.

7. The proposed plan conforms to Village objectives.

**H. Recommendation**

The Commission recommended, by a vote of 3 ayes and 2 nays, that the Village Board approve the request of Applicant for a Special Use for a Planned Unit Development based on the plans and specifications submitted by Applicant and presented during the public hearing, subject to the following conditions:

1. The trash compactor should be constructed in Phase 1 of the development.
2. Applicant shall resolve any pending comments from the Village Engineer or Village Attorney on any plans, plats, or other required submittals.

## **EXHIBIT 5**

### **Impact Fees and Water Connection Fees**

**Impact Fees and Water Connection Fees****Impact Fees**

	<b>Per Dwelling Unit</b>	<b>Per Building</b>	<b>Total</b>
Library	\$150	\$1,800 (12-unit) \$4,500 (30-unit)	\$36,000
Fire	\$250	\$3,000 (12-unit) \$7,500 (30-unit)	\$60,000
Park	\$1,500	\$18,000 (12-unit) \$45,000 (30-unit)	\$360,000
Elementary School	\$1,750	\$21,000 (12-unit) \$52,500 (30-unit)	\$420,000
High School	\$375	\$4,500 (12-unit) \$11,250 (30-unit)	\$90,000

**Water Connection Fees**

	<b>Per Dwelling Unit</b>	<b>Per Building</b>	<b>Total</b>
Dwelling Unit	\$2,000	\$24,000 (12-unit) \$60,000 (30-unit)	\$480,000
Clubhouse			\$8,000

**EXHIBIT 6**

**Hartigan Road Improvements Performance Bond**

**VILLAGE OF VOLO**  
**THE WOODS OF TERRA SPRINGS PLANNED UNIT DEVELOPMENT**  
**HARTIGAN ROAD IMPROVEMENTS PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that **[FULL NAME AND ADDRESS OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Volo, 500 South Fish Lake Road, Volo, Illinois 60073, as Obligee, hereinafter called the Village, in the full and just sum of **[REQUIRED AMOUNT]** Dollars (**[\$REQUIRED AMOUNT]**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by the Village by reason of Contractor's failure to promptly and faithfully perform its obligations to construct the Hartigan Road Improvements (as hereinafter defined) pursuant to the contract more fully described below, and to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred by the Village in successfully enforcing performance of Surety under this performance bond.

**WHEREAS**, Contractor has entered into a contract with The Woods of Willow Springs, LLC, hereinafter called Owner, by and pursuant to which the Contractor has the obligation to construct and install roadway and intersection improvements on Hartigan Road and Terra Springs Drive (the "**Hartigan Road Improvements**") for the development of The Woods of Terra Springs Planned Unit Development in accordance with Village of Volo Ordinance No. O-20-10 (the "**Ordinance**"), the terms and conditions of which Ordinance are by this reference incorporated herein as though fully set forth herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if Contractor shall well, truly, and promptly perform all the Owner's undertakings, covenants, terms, conditions and agreements under the Ordinance relating to the construction of the Hartigan Road Improvements, including, but not limited to, Owner's obligations under the Ordinance: (1) to provide, perform and complete, in the manner specified in the Ordinance all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Hartigan Road Improvements; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes relating thereto; (4) to do all other things required of Owner by the Ordinance relative to the construction of the Hartigan Road Improvements; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Ordinance; all of which is herein referred to as the "**Work**," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of

either the Village or Owner to the other in or to the terms of said Ordinance; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the mode or manner of payment therefor; or in or to Village-furnished facilities, equipment, material, service, or sites; shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than Owner's obligations under the Ordinance in the absence of such Contractor default.

In the event of a default or defaults by Contractor, the Village shall have the right to take over and complete the construction of the Hartigan Road Improvements upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing such construction.

At its option, the Village may instead request that Surety take over and complete the construction of the Hartigan Road Improvements, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete such construction.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest/Witness:

PRINCIPAL: ***[NAME OF PRINCIPAL]***

By: \_\_\_\_\_

By: \_\_\_\_\_

***[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]***

Title: \_\_\_\_\_

Title: ***[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]***

Attest/Witness:

SURETY: ***[NAME OF SURETY]***

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**EXHIBIT 7**

**Hartigan Road Improvements Maintenance Bond**

**VILLAGE OF VOLO**  
**THE WOODS OF TERRA SPRINGS PLANNED UNIT DEVELOPMENT**  
**HARTIGAN ROAD IMPROVEMENTS MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that **[FULL NAME AND ADDRESS OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Volo, 500 South Fish Lake Road, Volo, Illinois 60073, as Obligee, hereinafter called the Village, in the full and just sum of **[REQUIRED AMOUNT]** Dollars (**[\$REQUIRED AMOUNT]**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by Owner by reason of Contractor's failure to promptly and faithfully perform its contract with The Woods of Willow Springs, LLC, hereinafter called Owner, to construct and install roadway and intersection improvements on Hartigan Road and Terra Springs Drive (the "**Hartigan Road Improvements**") in accordance with Village of Volo Ordinance No. O-20-10 (the "**Ordinance**"), the terms and conditions of which Ordinance are by this reference incorporated herein as though fully set forth, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

**WHEREAS**, the Hartigan Road Improvements have been constructed and installed by Contractor, on behalf of Owner, at The Woods of Terra Springs Planned Unit Development ("**Development**") pursuant to the Ordinance.

**WHEREAS**, pursuant to the Ordinance and Part V, Paragraphs D through G of the Volo Subdivision Ordinance, Contractor has assumed the obligation to warrant that the Hartigan Road Improvements and all of their components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of the Ordinance; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Ordinance, and which warranty shall be in addition to any other warranties expressed in the Ordinance, or expressed or implied by law, which are hereby reserved unto the Village (collectively, "**Improvements Warranty**").

**WHEREAS**, pursuant to the Ordinance, Contractor has agreed to promptly and without charge, correct any failure to fulfill the Improvements Warranty that may be discovered or develop at any time within one year, which period of time is hereafter referred to as "**Warranty Period**," after acceptance of the Hartigan Road Improvements by the Village or such longer period as may be prescribed by law, and which Improvements Warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such Improvements Warranty and Contractor's obligation to maintain the Hartigan Road Improvements shall be extended for a period of one year from the date of such repair or replacement.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms,

conditions and agreements of Contractor set forth herein and of Developer under the Ordinance relating to the Improvements Warranty during the term of the Warranty Period, or any extension thereof, including, but not limited to, Contractor's obligations in connection with the Improvements Warranty: (1) to provide, perform and complete at the Development and in the manner specified in the Ordinance all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for fulfilling the Improvements Warranty during the Warranty Period, or any extension thereof; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state and local taxes relating thereto; (4) to do all other things required of Contractor or Owner by the Ordinance in connection with the Improvements Warranty during the Warranty Period, or any extension thereof; and (5) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Ordinance, (collectively, "**Work**"), whether or not any of said Work enters into and becomes a component part of the Hartigan Road Improvements contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either the Village, Contractor, or Owner to the other in or to the terms of said Ordinance during the Warranty Period, or any extension thereof; in or to any schedules, plans, drawings or specifications related to the Improvements Warranty; in or to the method or manner of performance of the Work; or in or to Village-furnished facilities, equipment, material, service or sites; shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Owner under the Ordinance in the absence of such Contractor default.

In the event of a default or defaults by Contractor to fulfill the Improvements Warranty at any time during the Warranty Period, or any extension thereof, the Village shall have the right to take over and complete all or any portion of the Work necessary to fulfill the Improvements Warranty, at any time upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing such Work.

At its option, the Village may instead request that Surety take over and complete the Work necessary to fulfill the Improvements Warranty at any time during the Warranty Period, or any extension thereof, in which event Surety shall take all reasonable and necessary steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete any such Work.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators or successors of the Village.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

PRINCIPAL: ***[NAME OF PRINCIPAL]***

By: \_\_\_\_\_  
***[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]***

Title: ***[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]***

SURETY: ***[NAME OF SURETY]***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**EXHIBIT 8**

**Maintenance Bond for Public Improvements**

**VILLAGE OF VOLO**  
**THE WOODS OF TERRA SPRINGS PLANNED UNIT DEVELOPMENT**  
**PUBLIC IMPROVEMENTS MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that **[FULL NAME AND ADDRESS OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Volo, 500 South Fish Lake Road, Volo, Illinois 60073, as Obligee, hereinafter called the Village, in the full and just sum of **[REQUIRED AMOUNT]** Dollars (**[\$REQUIRED AMOUNT]**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by the Village by reason of Contractor's failure to promptly and faithfully perform its contract with The Woods of Willow Springs, LLC, hereinafter called Owner, for the construction of certain improvements as further identified on Exhibit "A" attached hereto and made a part hereof (the "**Project Improvements**") in accordance with Village of Volo Ordinance No. O-20-10 (the "**Ordinance**"), the terms and conditions of which Ordinance are by this reference incorporated herein as though fully set forth, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

**WHEREAS**, the Project Improvements have been constructed and installed by Contractor, on behalf of Owner, at The Woods of Terra Springs Planned Unit Development ("**Development**") pursuant to the Ordinance.

**WHEREAS**, pursuant to the Ordinance and Part V, Paragraphs D through G of the Volo Subdivision Ordinance, Contractor has assumed the obligation to warrant that the Project Improvements and all of their components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of the Ordinance; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Ordinance, and which warranty shall be in addition to any other warranties expressed in the Ordinance, or expressed or implied by law, which are hereby reserved unto the Village (collectively, "**Improvements Warranty**").

**WHEREAS**, pursuant to the Ordinance, Contractor has agreed to promptly and without charge, correct any failure to fulfill the Improvements Warranty that may be discovered or develop at any time within one year, which period of time is hereafter referred to as "Warranty Period," after acceptance of the Project Improvements by the Village or such longer period as may be prescribed by law, and which Improvements Warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such Improvements Warranty and Contractor's obligation to maintain the Project Improvements shall be extended for a period of one year from the date of such repair or replacement.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms,

conditions and agreements of Contractor and of Owner under the Ordinance relating to the Improvements Warranty during the term of the Warranty Period, or any extension thereof, including, but not limited to, Contractor's obligations in connection with the Improvements Warranty: (1) to provide, perform and complete at the Development and in the manner specified in the Ordinance all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for fulfilling the Improvements Warranty during the Warranty Period, or any extension thereof; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state and local taxes relating thereto; (4) to do all other things required of Contractor and Owner by the Ordinance in connection with the Improvements Warranty during the Warranty Period, or any extension thereof; and (5) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Ordinance, (collectively, "**Work**"), whether or not any of said Work enters into and becomes a component part of the Improvements contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either the Village, Contractor, or Owner to the other in or to the terms of said Ordinance during the Warranty Period, or any extension thereof; in or to any schedules, plans, drawings or specifications related to the Improvements Warranty; in or to the method or manner of performance of the Work; or in or to Village-furnished facilities, equipment, material, service or sites; shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Owner under the Ordinance in the absence of such Contractor default.

In the event of a default or defaults by Contractor to fulfill the Improvements Warranty at any time during the Warranty Period, or any extension thereof, the Village shall have the right to take over and complete all or any portion of the Work necessary to fulfill the Improvements Warranty, at any time upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing such Work.

At its option, the Village may instead request that Surety take over and complete the Work necessary to fulfill the Improvements Warranty at any time during the Warranty Period, or any extension thereof, in which event Surety shall take all reasonable and necessary steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete any such Work.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators or successors of the Village.



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

PRINCIPAL: ***[NAME OF PRINCIPAL]***

By: \_\_\_\_\_  
***[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]***

Title: ***[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]***

SURETY: ***[NAME OF SURETY]***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

EXHIBIT A

Description of Improvements

**EXHIBIT 9**

**Performance Bond for Public Improvements**

**VILLAGE OF VOLO**  
**THE WOODS OF TERRA SPRINGS PLANNED UNIT DEVELOPMENT**  
**PUBLIC IMPROVEMENTS PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that **[FULL NAME AND ADDRESS OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Volo, 500 South Fish Lake Road, Volo, Illinois 60073, as Obligee, hereinafter called the Village, in the full and just sum of **[REQUIRED AMOUNT]** Dollars (**[\$REQUIRED AMOUNT]**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by the Village by reason of Contractor's failure to promptly and faithfully perform its obligations to construct the Project Improvements (as hereinafter defined) pursuant to the contract more fully described below, and to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred by the Village in successfully enforcing performance of Surety under this performance bond.

**WHEREAS**, Contractor has entered into a contract with The Woods of Willow Springs, LLC, hereinafter called Owner, by and pursuant to which the Contractor has the obligation to construct and install certain improvements as further identified on Exhibit "A" attached hereto and made a part hereof (the "**Project Improvements**") for the development of The Woods of Terra Springs Planned Unit Development (the "**Property**") in accordance with Village of Volo Ordinance No. O-20-10 (the "**Ordinance**"), the terms and conditions of which Ordinance are by this reference incorporated herein as though fully set forth.

**NOW, THEREFORE, THE CONDITIONS OF HIS OBLIGATION IS SUCH THAT** if Contractor shall well, truly, and promptly perform all the Owner's undertakings, covenants, terms, conditions and agreements under the Ordinance relating to the construction of the Project Improvements, including, but not limited to, Owner's obligations under the Ordinance: (1) to provide, perform and complete at the Property and in the manner specified in the Ordinance all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Project Improvements; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Owner by the Ordinance relative to the construction of the Project Improvements; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Ordinance; all of which is herein referred to as the "**Work**," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of

either Village, Contractor, or Owner to the other in or to the terms of said Ordinance; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the mode or manner of payment therefor; or in or to Village-furnished facilities, equipment, material, service, or sites; shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than Owner's obligations under the Ordinance in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Village shall have the right to take over and complete the construction of the Project Improvements upon 30 calendar days' written notice to Surety, in which event Surety shall pay Village all costs incurred by Village in taking over and completing such construction.

At its option, Village may instead request that Surety take over and complete the construction of the Project Improvements, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Village notifies Surety that Village wants Surety to take over and complete such construction.

Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Village or the heirs, executors, administrators, or successors of Village.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest/Witness:

PRINCIPAL: **[NAME OF PRINCIPAL]**

By: \_\_\_\_\_

By: \_\_\_\_\_

**[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]**

Title: \_\_\_\_\_

Title: **[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

EXHIBIT A

Description of Improvements

**EXHIBIT 10**

**Early Start Restoration Bond**



**VILLAGE OF VOLO**  
**THE WOODS OF TERRA SPRINGS PLANNED UNIT DEVELOPMENT**  
**“EARLY-START” RESTORATION BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that **[FULL NAME AND ADDRESS OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Volo, 500 South Fish Lake Road, Volo, Illinois 60073, as Obligee, hereinafter called the Village, in the full and just sum of **[REQUIRED AMOUNT]** Dollars (**[\$REQUIRED AMOUNT]**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of: (i) the actual costs and damages and attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by the Village by reason of Contractor's failure to promptly undertake and faithfully perform its obligations to construct the improvements (collectively, "**Improvements**") needed to restore to their pre-development condition those portions ("**Disturbed Areas**") of The Woods of Terra Springs Planned Unit Development ("**Development**") upon which The Woods of Willow Springs, LLC, hereinafter called Owner, has commenced or undertaken site grading, mass earth work, filling or soil stockpiling activities pursuant to Section 5.0 of Ordinance No. O-20-10 (the "**Ordinance**"), the terms and conditions of which Ordinance are by this reference incorporated herein as though fully set forth herein, and (ii) the attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred by the Village in successfully enforcing performance of Surety under this site restoration bond.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if Contractor shall well, truly, and promptly perform all the Owner's undertakings, covenants, terms, conditions and agreements under the Ordinance relating to the construction of the Improvements and the restoration of the Disturbed Areas, including, but not limited to, Owner's obligations under the Ordinance: (1) to provide, perform and complete at the Development and in the manner specified in the Ordinance all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Improvements and the restoration of the Disturbed Areas; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Owner by the Ordinance relative to the construction of the Improvements and the restoration of the Disturbed Areas; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Ordinance; all of which is herein referred to as the "**Work**," whether or not any of said Work enters into and becomes component parts of the restoration work hereinabove described and contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Village, Contractor, or Owner to the other in or to the terms of the Ordinance; in or to the

schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the mode or manner of payment therefor; or in or to Village-furnished facilities, equipment, material, service, or sites; shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than Owner's obligations under the Ordinance in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Village shall have the right to take over and complete the construction of the Improvements and the restoration of the Disturbed Areas upon 30 calendar days' written notice to Surety, in which event Surety shall pay Village all costs incurred by Village in taking over and completing such construction.

At its option, Village may instead request that Surety take over and complete the construction of the Improvements and the restoration of the Disturbed Areas, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Village notifies Surety that Village wants Surety to take over and complete such construction and restoration.

Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Village or the heirs, executors, administrators, or successors of Village.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

PRINCIPAL: ***[NAME OF PRINCIPAL]***

By: \_\_\_\_\_  
***[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]***

Title: ***[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]***

SURETY: ***[NAME OF SURETY]***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**EXHIBIT 11**

**Unconditional Agreement and Consent**

**Unconditional Agreement and Consent**

Pursuant to Section 6 of Village of Volo Ordinance No. O-20-10 and to induce the Village of Volo to grant the Requested Relief and related approvals provided for in such Ordinance, the undersigned acknowledge for and on behalf of Owner and Developer and Owner's successors and assigns in title to the Property that Owner and Developer:

1. have read and understand all of the terms and provisions of said Ordinance No. O-20-10;
2. hereby unconditionally agree to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance;
3. acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits or variations for the use of the Property, and that the Village's issuance of any permit or variation does not, and shall not, in any way, be deemed to insure Owner or Developer against damage or injury of any kind and at any time;
4. acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right;
5. agree to and do hereby hold harmless, defend, and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of these parties with respect to the Property or any Village action respecting the Proposed Development, including without limitation the adoption of the Ordinance or granting the approvals to the Applicant pursuant to the Ordinance, except as may arise from the Village's gross negligence or willful misconduct, and provided that the Village shall assert its available immunities in connection with such claims. In the event that the Village elects to retain separate counsel in defense of any such claims, the undersigned hereby agree to reimburse the Village for its attorneys' fees and costs incurred in connection of such defense of claims; and
6. represent and acknowledge that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of Owner and Developer, respectively.

[SIGNATURES ON FOLLOWING PAGE]

**OWNER:  
THE WOODS OF WILLOW SPRINGS, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_

**DEVELOPER:  
CUNAT, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_