PLAN COMMISSION

INTER-DEPARTMENTAL REVIEW COMMITTEE REPORTADDENDUM REPORT

999 and 1051 N. Garfield Street, Off-site Parking and Landscape Variance

This IDRC addendum report for PC 23-17A was prepared by staff for consideration by the Plan Commission at the September 18, 2023 continued public hearing. The addendum report follows the general format and structure of the original IDRC report previously entered into the public record. However, with amended plans being submitted, additional IDRC staff comments are noted in grey highlight.

September 18, 2023

Title

PC 23-17A

Petitioners

999 Garfield, LLC 242 N. York St., Elmhurst, IL 60126 and

IMG Trucking, Inc

1051 N Garfield St., Lombard, IL 60148

Property Owner

Delani Group 242 N. York St. Elmhurst, IL 60126 owns both properties.

Property Location

999 N. Garfield Street 03-32-301-021 1051 N. Garfield Street 03-32-301-030

Zoning

I – Limited Industrial District

Existing Land Use

Cell tower Cartage and express facility

Comprehensive Plan

Light Industrial

Approval Sought

Conditional use, pursuant to Section 155.420(C)(23) off-site parking and a variation from Sections 155.706(C) and 155.709(B) for perimeter lot landscaping from five feet (5') to zero feet (0') along the north property line on 999 N. Garfield for the use of 1051 N Garfield located within the I Limited Industrial District.



PROJECT DESCRIPTION - AMENDED

The petitioner, 999 Garfield, LLC, proposes to provide off-site parking to the cartage facility, IMG Trucking, to the north.

The Plan Commission recommended approval for the use on June 19, 2023. However, after the meeting the petitioner requested the Village Board remand the petition back to the Plan Commission to consider revised plans that include a cross access driveway between the two subject properties. The proposed driveway would require a variance from the Landscape Requirements.

APPROVAL(S) REQUIRED

The petitioners, 999 Garfield LLC and IMG Trucking, Inc., request the following:

- 1. A conditional use pursuant to Section 155.420(C)(23) of the Lombard Village Code to allow for off-site parking on the subject property, 999 N. Garfield Street, for IMG Trucking, Inc. use located at 1051 N. Garfield Street within the I Limited Industrial District.
- 2. A variation from Sections 155.706(C) and 155.709(B) of the Lombard Code of Ordinances to reduce the required perimeter parking lot and perimeter lot landscaping from five feet (5') to zero feet (0') along the north property line.

PROJECT STATS

Lot & Bulk of 999 N Garfield St.

Parcel Size: ~38,768 SF

Building Size: ~600 SF

Parking Spaces

Existing:

Proposed:

Submittals

1. Petition for a public hearing, dated May 12 and 18, 2023;

~10

- 2. Response to Standards for a Conditional Use, prepared by the petitioner.
- 3. Plat of Survey, prepared by Michael J. Emmert Surveys, Inc, dated 11/9/2021.
- 4. Engineering Plans prepared by Webster, McGrath & Ahlberg, Ltd. dated 1/17/23 and revised 7/31/23.
- 5. Boundary and Topographic Survey prepared by Webster, McGrath & Ahlberg, Ltd. dated 11/17/2022.
- 6. Stormwater Management Report prepared by Webster, McGrath & Ahlberg, Ltd. dated 1/7/2023.
- 7. Response to Standards for a Variation, prepared by the petitioner; and
- 8. Reciprocal Easement Agreement dated 7/31/2023.

Prepared By

Tami Urish

Planner I

EXISTING CONDITIONS

The subject property, 999 N. Garfield Street is developed with a cell tower and associated equipment building with a parking lot and driveway built in 1981, permit 31066.

The subject property, 1051 N. Garfield, is developed with a single tenant building for a trucking business in 1994, permit 49871

INTER-DEPARTMENTAL REVIEW

Building Division:

The Building Division has no comments. Additional comments may be forthcoming during permit review.

Fire Department:

The Fire Department has no comments. Additional comments may be forthcoming during permit review.

Private Engineering Services:

Private Engineering Services has no comments regarding the petition and has reviewed the permit.

Public Works:

The Department of Public Works has the following comments:

- 1. Public sidewalk and parkway trees are required along the abutting length of Garfield Street per Section 154.305.
- 2. The County of DuPage's Certification will be required due to the proposed work in a wetland buffer.

Additional comments may be forthcoming during permit review. No comments to offer regarding the requested perimeter parking lot landscaping variance.

Planning Services Division:

The Planning Services Division (PSD) notes the following:

1. Surrounding Zoning & Land Use Compatibility

The petitioner applied for a permit (CB23-000089) to construct a new parking lot not associated with the existing cell tower on the 999 N. Garfield property. As off-site parking of motor vehicles in the I Limited Industrial District is a conditional use, Village Board approval is required.

	Zoning Districts	Land Use
North	I	Warehouse/industrial building
South	I	Warehouse/industrial building
East	CR	Open Space
West	I	Warehouse/industrial building

The subject property is located in an established industrial park area that contains a mixture of contractor yards, warehouses, manufacturing uses, and vehicle sales/repair land uses. The proposed off-site parking use is compatible with surrounding uses.

2. Comprehensive Plan Compatibility

The Comprehensive Plan recommends light industrial uses in this area. The definition of Light Industrial includes areas used for manufacturing, assembly, production, storage, distribution and warehousing. The proposed use of off-site parking for an adjacent property is consistent with this designation.

3. Zoning Compatibility

Per Section 155.420(C) of the Village Code, off-site parking is a conditional use in the I District.

Off-site parking is listed as a conditional use because it can potentially have an adverse impact on surrounding properties and therefore merit a more critical review. If not adequately screened or if packed too tightly on the site, the vehicle storage and off-site parking area can have a negative aesthetic impact. Also, if vehicles in disrepair were to be stored for an extended period of time, the property may become a de facto salvage yard.

Staff has reviewed the petitioner's request and finds the off-site parking activity will not create any undue impacts on neighboring properties. The subject property is located in an industrial area, where trucks are used for distribution, warehouses, and other similar land uses that are typical uses. Staff finds the proposed off-site parking use meets the standards for conditional uses.

4. Site Plan: Access & Circulation

Staff finds that the proposed off-site parking will not generate an additional amount of traffic and parking demand. Access is from Garfield Street.

The petitioner requests a variance to reduce the required perimeter parking lot landscaping from five feet deep to zero feet along a portion of the north property line. This variation will accommodate a driveway that straddles the property line between the subject property and the neighboring property and copetitioner, 1051 N. Garfield Street. The possibility of a shared driveway was contemplated after the petitioner appeared before the Plan Commission on June 19, 2023. The proposed cross access would improve the circulation of the proposed off-site parking as the vehicles will utilize the private driveway and thereby decrease the number of trips on Garfield Street. The signed Reciprocal Easement Agreement is attached. Staff is supportive of this variation because the cross access will be a substantial benefit for both properties and will allow for the open site circulation provided for the proposed off-site parking.

SITE HISTORY

999 N. Garfield has not appeared before the Plan Commission in the past until its first appearance on June 19, 2023.

1051 N. Garfield appeared before the Plan Commission in the past:

- PC 03-04: Ordinance 5271 approved conditional use for cartage and express facility.
- PC 08-09: Ordinance 6227 approved conditional use for off-site parking with 1050 N. Garfield for automobile storage.
- PC 21-27: Ordinance 8019 approved conditional use for cartage and express facility.

or 3

FINDINGS & RECOMMENDATIONS

Staff finds that the proposed use is consistent with its surrounding context, the Village of Lombard Comprehensive Plan, and Zoning Ordinance.

The Inter-Departmental Review Committee has reviewed the standards for the requested conditional use for off-site parking use in the I District and finds that the proposed use **complies** with the standards established by the Village of Lombard Zoning Ordinance, subject to conditions of approval based on the above considerations. As such, the Inter-Departmental Review Committee recommends that the Plan Commission make the following motion for **approval** of PC 23-17A:

Based on the submitted petition and the testimony presented, the proposed conditional use does comply with the standards required by the Village of Lombard Zoning Ordinance and that granting the conditional use permit is in the public interest and, therefore, I move that the Plan Commission accept the findings of the Inter-Departmental Review Committee Report as the findings of the Plan Commission, and recommend to the Village Board **approval** of PC 23-17A, subject to the following amended conditions:

- 1. That the petitioner shall satisfactorily address all comments noted within the Inter-Departmental Review Committee Report
- 2. The subject property, 999 N. Garfield Street, shall be developed in substantial compliance with the plans submitted by Webster, McGrath & Ahlberg, Ltd. dated July 31, 2023 for the exclusive use of IMG Trucking located at 1051 N. Garfield Street.
- 3. The off-site parking on the 999 N. Garfield Street property shall not include the storage of vehicles in disrepair, cargo containers or materials.
- 4. The number of vehicles spaces shall be shown on the applicant's final building plans based on staff review of the permit per Chapter 155, Article X Off-site Parking and Loading Requirements, Section 155.600 of the Zoning Ordinance.
- 5. That prior to the issuance of building permits by the Village, the petitioners 999 GARFIELD LLC and US GROUP, LLC shall execute and record a mutually acceptable and duly authorized cross-access easement agreement pertaining to the subject property 999 N. Garfield Street and the property at 1051 N. Garfield Street; in the event such cross-access easement agreement is not executed and recorded prior to the commencement time provisions as set forth within Section 155.103(F)(11) of Village Code, the approvals granted by this ordinance shall become null and void without the need for further action of the Village Board.
- 6. This approval shall be subject to the commencement time provisions as set forth within Section 155.103(F)(11).

Inter-Departmental Review Committee Report approved by:

William J. Heniff, AICP

Director of Community Development

PETITIONERS' RESPONSE TO VARIATION STANDARDS

1. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be applied.

RESPONSE: The 999 Garfield Street property owner's lot currently has an existing cell phone tower facility located on the property which significantly limits the areas for an off-site parking use. Given the layout of the proposed parking lot, a second ingress and egress point is required for safe and effective vehicle maneuvering.

2. The conditions upon which an application for a variation is based are unique to the property for which the variation is sought, and are not generally applicable to other property within the same zoning classification.

RESPONSE: This subject property is unique in that it has a cell phone tower facility comprising a significant portion of the property. Due to the size constraints, vehicles will be aided by a second access to and from the parking lot.

3. The purpose of the variation is not based primarily upon a desire to increase financial gain.

RESPONSE: The purpose of this variation is to increase vehicle maneuverability at the offsite parking location. A second access point would allow vehicles to select which driveway they would like to use when entering and existing the parking lot. This would make operations more efficient, as it would limit back-ups and accidents, which cause delays.

4. The alleged difficulty or hardship is caused by this ordinance and has not been created by any person presently having an interest in the property.

RESPONSE: If complied with the strict rules governing the Village of Lombard Ordinance, trucks and drivers would only have one ingress/egress. One access point could create backups or accidents in the proposed parking lot. A second access point would provide first responders with another way to access the site.

5. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

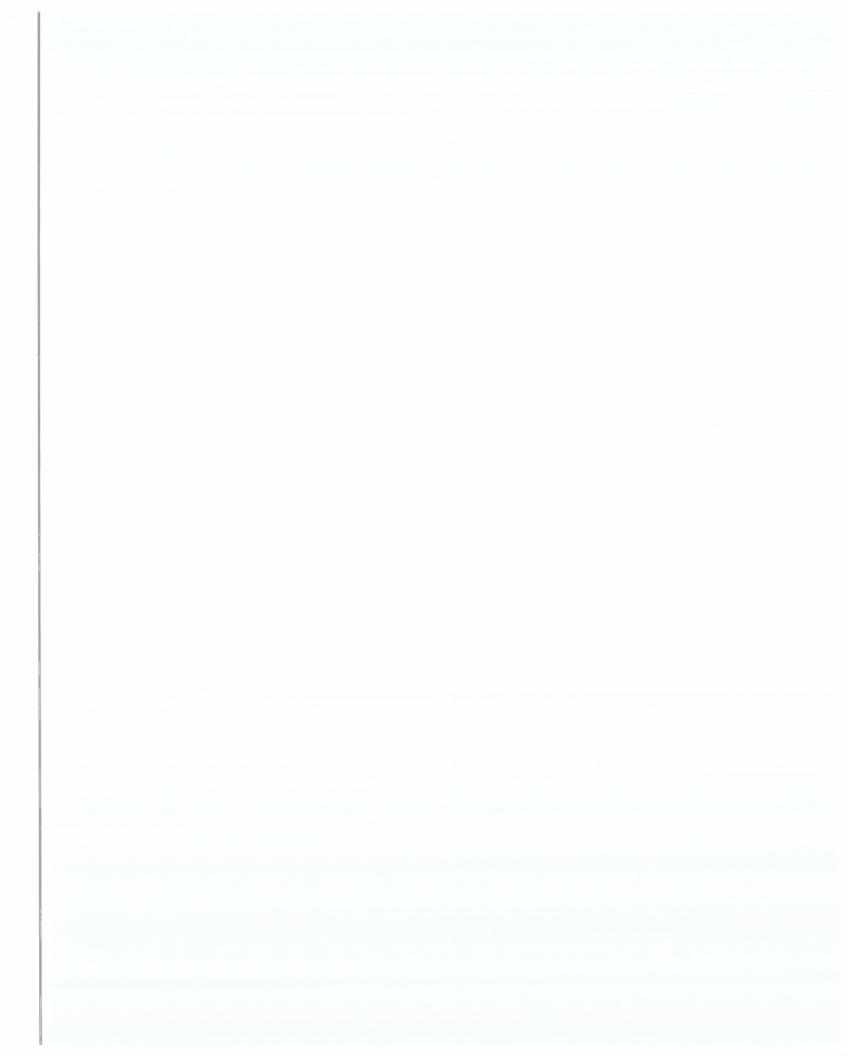
RESPONSE: The Applicant is seeking to add an access drive to connect one parking lot to another. The creation of two access points aids the public welfare, as it will create less congestion on Garfield Street because the vehicles will have two points of ingress and egress instead of just one. The efficient operation of business such as this should have a positive effect on the neighborhood. The ability to have more maneuverability for vehicles and pedestrians would enhance the public welfare by reducing the potential for accidents within the parking lot.

6. The granting of the variation will not alter the essential character of the neighborhood;

RESPONSE: The proposed access drive is located behind the existing cell phone tower facility and will not be seen from Garfield Street, so it will have no effect on the character of the neighborhood. Other uses in the area also include industrial buildings and parking lots. And other lots in the area appear to have shared parking lots that span property lines.

7. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the congestion of the public streets, or increase the danger of fire, or impair natural drainage or create drainage problems on adjacent properties, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

RESPONSE: The variation will not impair light or air as it is an access drive located at grade. The variation will help light and air along Garfield Street, as the additional passageway between the properties will take vehicles off Garfield Street.



THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

Madden, Jiganti, Moore & Sinars LLP 190 South LaSalle Street #1700 Chicago, Illinois 60603 Attn: Graham Conatser

RECIPROCAL EASEMENT AGREEMENT

This RECIPROCAL EASEMENT AGREEMENT ("Easement Agreement") is made as of this day of July ,2023 by and between US GROUP, LLC, an Illinois limited liability company ("US GROUP") and 999 GARFIELD, LLC, an Illinois limited liability company ("999 GARFIELD"). US GROUP and 999 GARFIELD are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, US GROUP is the owner of a certain parcel of land located in DuPage County, Illinois, commonly known as 1051 N. Garfield St., Lombard, Illinois 60148 and legally described in **Exhibit A** attached hereto and hereinafter "**Parcel A**".

WHEREAS, 999 GARFIELD is the owner of a certain parcel of land located in the DuPage County, Illinois, commonly known as 999 N. Garfield St., Lombard, Illinois 60148 and legally described in **Exhibit B** attached hereto and hereinafter "**Parcel B**".

WHEREAS, US GROUP and 999 GARFIELD desire to create a reciprocal easement for the purpose of permitting and enabling present and future owners of Parcel A and Parcel B, their heirs, successors and assigns to pass over the lands of both Parcel A and Parcel B for the purpose of ingress, egress and parking.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the parties' understanding, it is agreed as follows:



ARTICLE I DEFINITIONS

The following terms have the following meanings:

- 1.1 Parcel. "Parcel" shall mean Parcel A or Parcel B.
- 1.2 Parcels. "Parcels" shall mean Parcel A and Parcel B collectively.
- Parking Areas. "Parking Areas" means all areas within the boundaries of Parcel A and Parcel B that are set apart and used from time to time for automobile, trucks, vans, and other vehicle traffic and parking, including, without limitation, designated for parking stalls, lanes, aisles and roadways for ingress or egress including but not limited to all entrances, exits, driveways and rows of parking which are located within Parcel A and Parcel B.
- 1.4 <u>Permittees</u>. "Permittees" means the respective customers, visitors, invitees, employees, contractors, and licensees of any Party or Tenant.
- 1.5 <u>Tenant</u>. "Tenant" or "Tenants" means one or multiple persons, as the case may be, who is a party to a lease with a Party.

ARTICLE II EASEMENTS

- 2.1 Scope of Grant. For purposes of this Easement Agreement, the following will apply:
 - A. All rights, privileges and easements to grant herein are non-exclusive and are held in common with the Party granting such rights, privileges and easements and, unless provided otherwise, are irrevocable and for the benefit of each of the Parties hereto and their respective heirs, representatives, and successors and assigns as owners of the respective Parcels.
 - B. All easements granted hereunder shall exist by virtue of this Easement Agreement without the necessity of confirmation by any other document. Likewise, upon the written termination of any easement (in whole or in part) or its release in respect of all or a part of any Parcel, the same shall be deemed to have been terminated or released without necessity of confirmation by any other document.
- 2.2 <u>Ingress, Egress and Parking.</u>
 - A. Each Party hereby grants to the other Party an easement on the Parking Area located on its respective Parcel for the benefit of the other Party's Parcel for the following purposes:
 - a. Ingress and egress to, over, and across the Parcels;



- b. Circulation, passage and parking of Permittees; and
- c. Circulation and passage of pedestrians.
- B. Each Party hereby reserves the right to eject or cause to be ejected from such portion of the Parking Area on its Parcel any person who is not a Permittee.

ARTICLE III MAINTENANCE AND REPAIR

- 3.1 <u>Maintenance and Repair</u>. Each Party shall operate and maintain, with diligence, or cause to be operated and maintained, including replacement due to ordinary wear and tear, at its sole cost and expense, the Parking Area on its Parcel.
- 3.2 <u>Damage Caused by a Party</u>. Notwithstanding anything contained herein to the contrary, in the event that maintenance, repair or replacement of any portion of the Parking Area is necessary and arises from usage of the Parking Area by a Party (or its Permittees or other persons), or from an action of a Party (or its Permittees or other persons), the Party that caused such damage or necessitated such maintenance, repair or replacement (whether caused by the Party directly or by its Permittees or other persons) shall be responsible for undertaking the necessary maintenance, repair or replacement promptly and diligently, at its sole cost and expense, in a good and workmanlike manner, free and clear of liens.

ARTICLE IV INDEMNIFICATION

Indemnification. Each Party (an "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party") harmless from and against any damages, liabilities, actions, claims, liens, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation expenses) in connection with the loss of life, personal injury and/or damage to property suffered or incurred by the Indemnified Party (but excluding any such loss, injury or damage resulting from the negligent or more culpable conduct of such Indemnified Party) and arising out of any act or omission of the Indemnifying Party, its Tenants, and their respective officers, directors, employees, agents, contractors, vendors, suppliers, concessionaires, and licensees including, without limitation, a breach of this Easement Agreement by the Indemnifying Party.

ARTICLE V MISCELLANEOUS

Notices. Any notice or report required under this Easement Agreement shall be sent to the parties at the addresses indicated on its most recent tax bill, unless changed by written notice to the other Party. Any notice shall be hand delivered or sent by registered or certified mail, properly addressed, postage prepaid, return receipt requested or sent by recognized overnight

courier service.

- 5.2 <u>Governing Law.</u> This Easement Agreement shall be construed and governed in accordance with the laws of the State of Illinois.
- 5.3 <u>Successors</u>. This Easement Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.
- 5.4 <u>Covenants Run With the Land</u>. It is intended that the covenants, easements, agreements, promises and duties of each Party as set forth in this Easement Agreement, shall be construed as covenants, and to the fullest extent legally possible, all such covenants shall run with the land.
- 5.5 <u>Counterparts</u>. This Easement Agreement may be signed in several counterparts, each which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 5.6 <u>Right to Enjoin.</u> In the event of any violation or threatened violation of any of the provisions of this Easement Agreement by a Party, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation and or for a decree of specific performance to cause compliance with the terms hereof.
- 5.7 <u>All Legal and Equitable Remedies Available</u>. In the event of a breach or threatened breach by any Party of any of the easements, covenants, restrictions or conditions hereof, the other Party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- No Waiver. No waiver of any default by either Party to this Easement Agreement shall be implied from any omission by the other Party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Easement Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Easement Agreement. The consent or approval by 999 GARFIELD to or of any act or request by US GROUP requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party to this Easement Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Easement Agreement, and the exercise of one such right or remedy by such Party shall not impair such Party 's standing to exercise any other right or remedy.
- 5.9 <u>Attorneys' Fees</u>. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

- 5.10 Amendment. The Parties hereto agree that the provisions of this Easement Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all Parties to this Easement Agreement, evidenced by a document that has been fully executed and acknowledged by all such Parties and recorded in the official records of DuPage County, Illinois. Notwithstanding the foregoing, 999 GARFIELD may unilaterally terminate this agreement by an executed document recorded in the official records of DuPage County, Illinois.
- 5.11 <u>Exhibits</u>. All exhibits referred to herein and attached hereto shall be deemed part of this Easement Agreement.
- 5.12 <u>Severability</u>. If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 5.13 Not a Public Dedication. Except as otherwise specified herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purpose whatsoever.
- Grantee's Acceptance; Release Upon Conveyance. The grantee of Parcel A or Parcel B or any portion thereof, by acceptance of a deed conveying title thereto, whether from an original Party or from a subsequent owner of Parcel A or Parcel B, shall accept such deed upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other Party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee. Upon the effective date of the conveyance of Parcel A or Parcel B or any portion thereof, the conveying Party shall thereupon be released and discharged from any and all obligations as an owner in connection with the property sold by it arising under this Easement Agreement after the sale and conveyance of title, but shall remain liable for all obligations arising under this Easement Agreement prior to the sale and conveyance of title. The new owner of Parcel A or Parcel B or any portion thereof shall be liable for all obligations arising under this Easement Agreement with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date first written above.

US GROUP, LLC,

By: Name: Angel Andreev
Title: Manager

STATE OF ILLINOIS) ss.

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Angel Andreev, Manager of US GROUP, LLC, an Illinois limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of July, 2023

NATELIZAN ANTONOVA STEFANOVA
Official Seal
Notary Public - State of Illinois
Any Commission Expires Oct 12, 2026

[Signatures Continue on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date first written above.

999 GARFIELD, LLC, an Illinois limited liability company

By: Daniel Ivanov
Title: Manager

STATE OF ILLINOIS) ss. COUNTY OF COOK)

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel Ivanov, Manager of 999 Garfield, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in as such capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 12, 2026

Manual Manual And notarial seal, this 31 day of July , 2023

WASALIYA N. Antowar Official Seal
Notary Public

EXHIBIT A

Parcel A Legal Description

LOT 1 IN NORTH GARFIELD LIMITED PARTNERSHIP RESUBDIVISION OF LOTS 1 AND 2 IN LOMBARD BUSINESS PARK OF PART OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1994, AS DOCUMENT R94-140398 IN DUPAGE COUNTY, ILLINOIS.

PIN: 03-32-301-030

Commonly known as: 1051 N. Garfield St., Lombard, IL 60148-1336

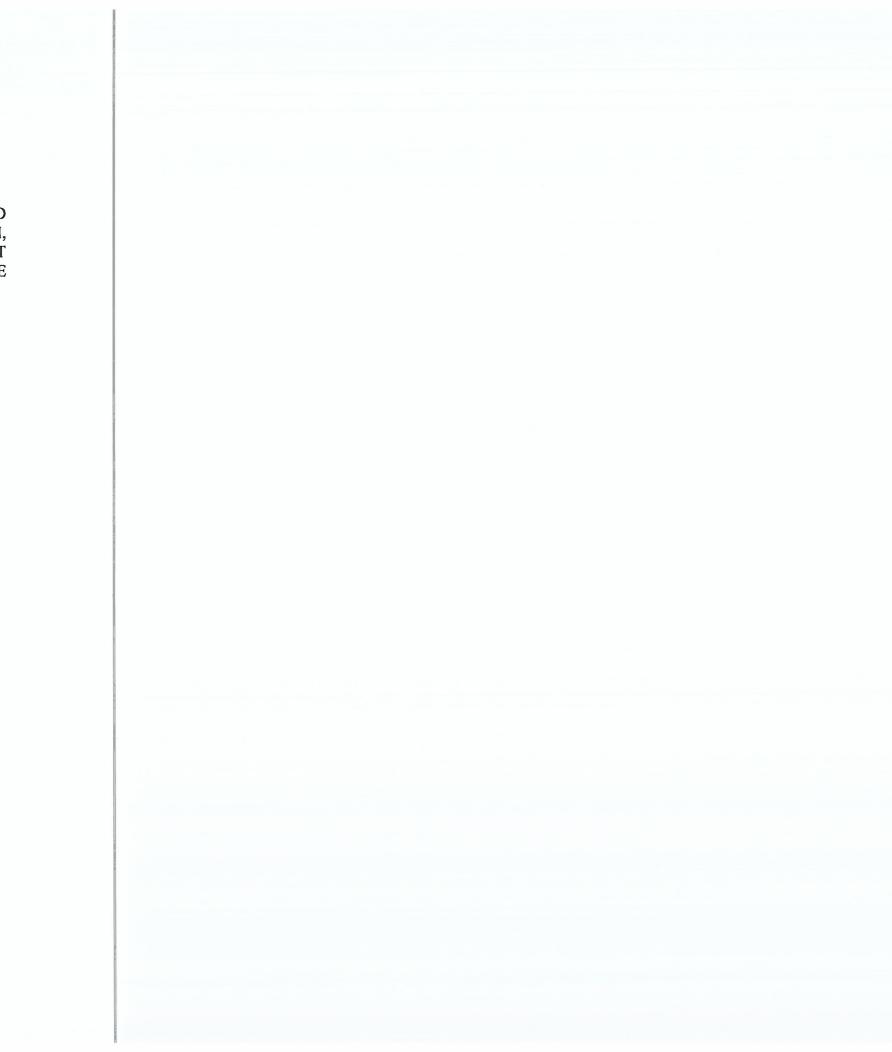


EXHIBIT B

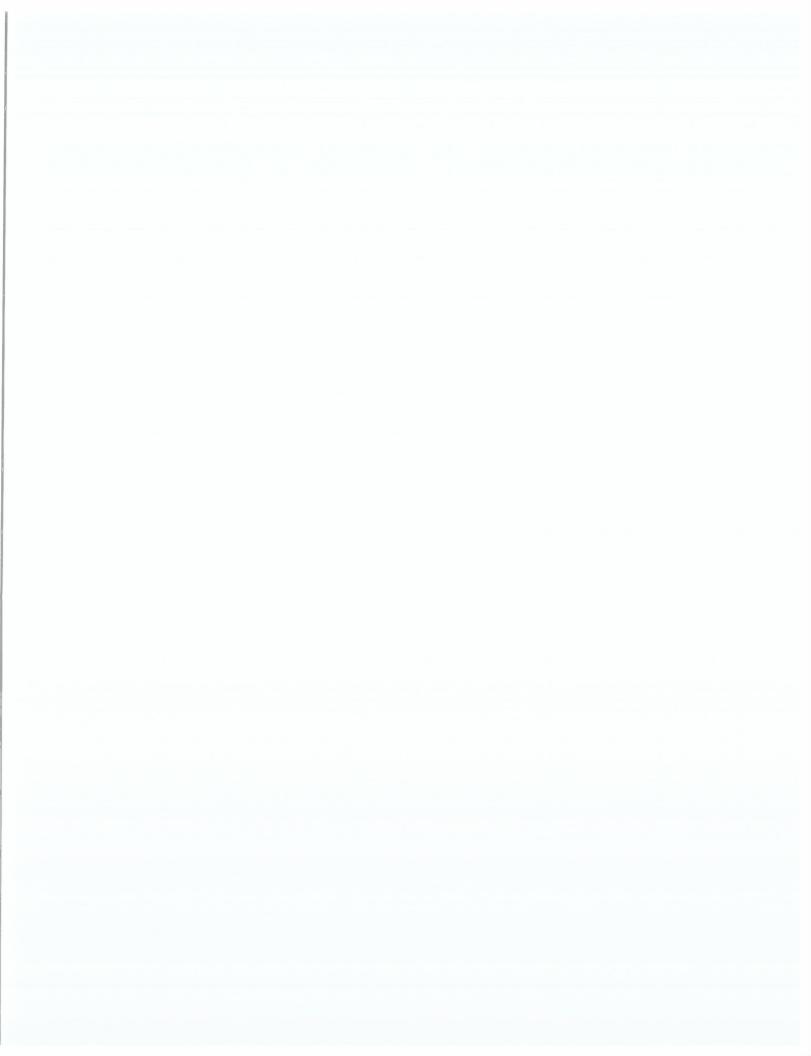
Parcel B Legal Description

LOT 1 IN PROGRESS BUSINESS CENTER, BEING A RESUBDIVISION OF LOT 1 (EXCEPT THE NORTH 647.26 FEET THEREOF) IN LOMBARD BUSINESS CENTER UNIT 7, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PROGRESS BUSINESS CENTER, RECORDED SEPTEMBER 15, 1998 AS DOCUMENT R88-105071, IN DUPAGE COUNTY, ILLINOIS.

PIN: 03-32-301-021

Commonly known as: 999 N. Garfield St., Lombard, IL 60148-1336





- Overflow drainage routes and swales must be installed when shown.
- Surface drainage shall be maintained during all phases of construction.

- 13 Flevations shown are NAVD-1988 datum.

14 Return radii are as shown.

- 15.Disposal of debrts from clearing and tree removal shall be the Contractor's responsibility and considered as an incidental expanse.

- 19.All existing sewers and water mains shall be protected during construction by the Contractor. Any damages shall be repaired at the Contractor's expense.
- 22.All trenches shall be water jetted or mechanically compacted to the satisfaction of the Engineer
- 23.The Contractor shall notify the Village of Lombard and all Utility Companies two [2] working days before construction is started in any work area.
- 25. The Contractor shall be responsible for locating all utilities (Northern Illinois Gas, Ameritach, and Caliston Company), Call Jul L.E. 1-800-882-0125 prior to construction for location of utilities. All utilities and/or distanted by the Contractor shall be repaired at an additional cost to the Owner, Locations a plans are approximate and are based on the best available information.
- 27.All water main shall be Ducilla Iron Class 52, Zinc costed, single gasket, double sealing pipe per AWWA C151/ANSI A21.51 Latest Edition with Cement Mortar Lining per AWWA C104/ANSI 21.4 Latest Edition. Pipe shall be polymapped, unless otherwise noted. Minimum depth of cover for all water main and services shall be 5'-6" unless noted otherwise.

- 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

FINAL ENGINEERING PLANS

FOR:

OFFSITE PARKING

999 N. GARFIELD STREET, LOMBARD, IL 60148

DUPAGE COUNTY: SW1/4 SECTION 32, TOWNSHIP 40N, RANGE 11E

L-1 LANDSCAPE PLAN

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Sanitary sewer bedding for rigid pipe sanitary sewers shall be class A, B or C in accordance with ASTM C 12-95.

All manholes shall be inspected and leakage tested for water tightness in accordance with ASTM C 969.94 or ASTM C 1244-93, prior to being placed into service.

10 Watertight manhole covers shall be used whenever the manhole tops are buried or may be flooded by surface runoff or high water.

11 A drop pipe shall be provided for a sanitary sewer entering a manhole where its trivert is 24 inches or greater above the manhole invert.

ELECTRICAL BOX CABLE T.V. BOX TELEPHONE BOX

ELECTRIC METER GAS METER

GAS VALVE

WATER VALVE

FLAG POLE

MAILBOX TRAFFIC SIGNAL POLE

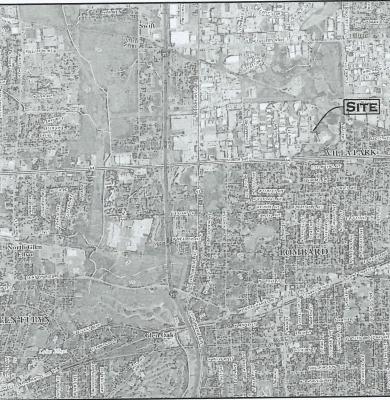
EXISTING WATER VALVE VALUE

PROPOSED WATER VALVE VLT PROPOSED FIRE HYDRANT

INDEX OF SHEETS

C-0	COVER SHEET
C-1	EXISTING CONDITIONS
C-2	PAYING & LAYOUT
C-3	GRADING & EROSION CONTROL
C-4	UTILITY PLAN
C-5	CIVIL DETAILS

LEGEND



VICINITY MAP

BENCHMARK INFORMATION

SOURCE RENCHMARK:

VILLAGE OF LOMBARD MONUMENT 1-006

CROSS CUT IN CURB OF GARFIELD ST. NOTED HEREON.

ELEVATION = 698.66 (NAV8 88)



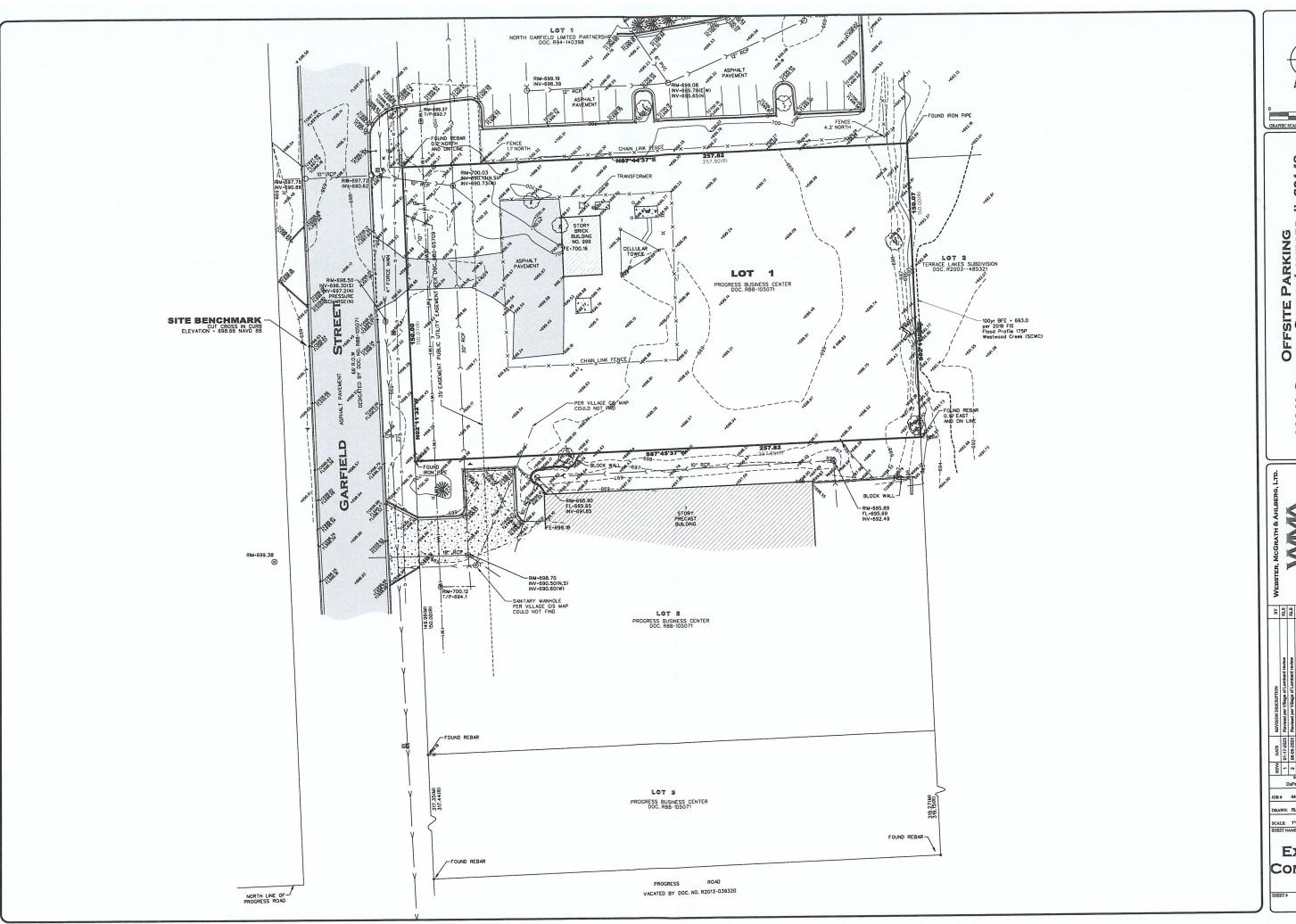
STATE OF ILLINOIS) COUNTY OF DUPAGE)SS

STEPHEN MARK RICHARDS LICENSE EXPIRES 11/30/2023

DRAWN: RLS REVIEW: SMR SCALE: 1*=20' DATE: 12-05-202: SHEET NAME

RLS RLS

COVER SHEET





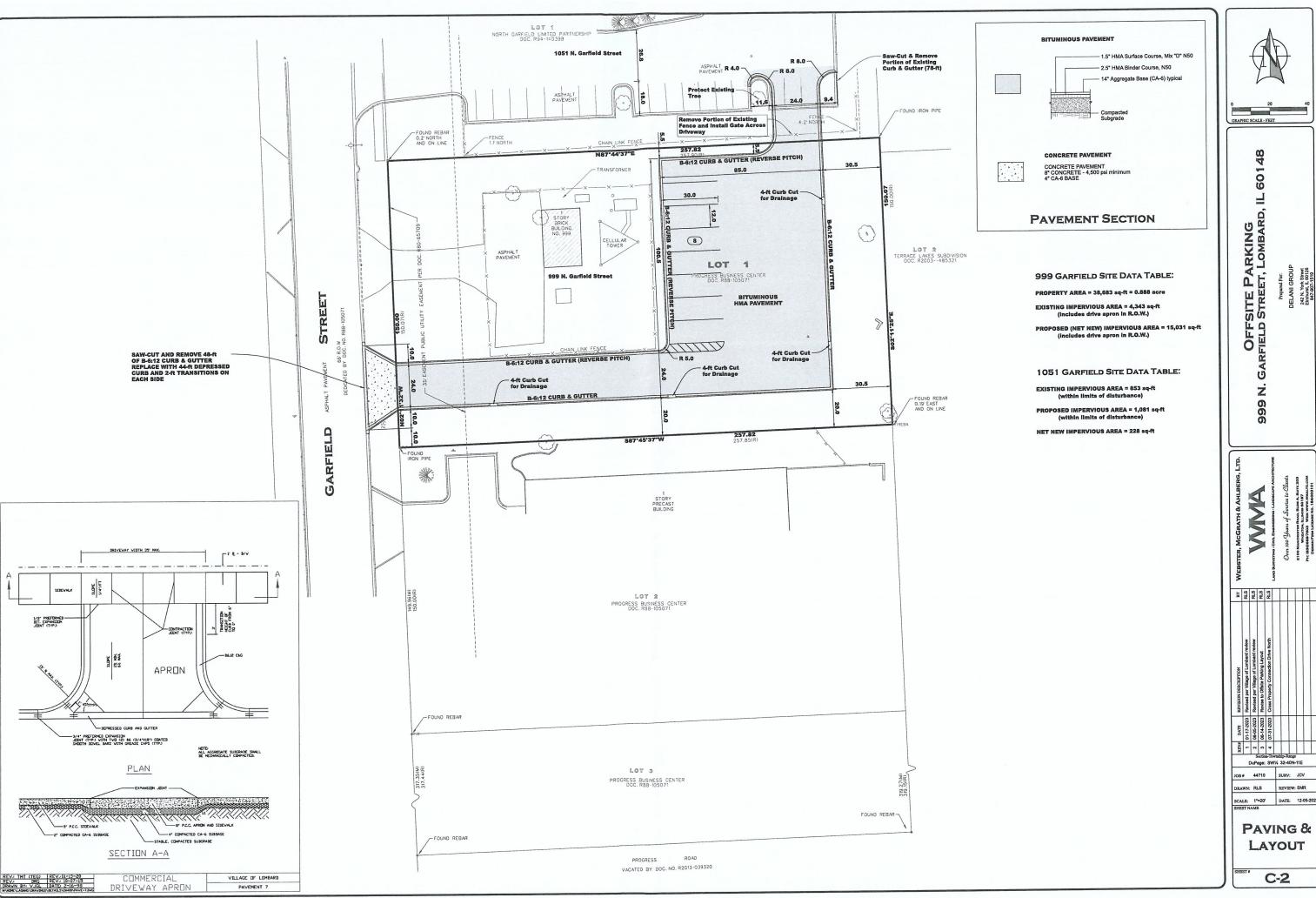
GRAPHIC SCALE - FEET

OFFSITE PARKING 999 N. GARFIELD STREET, LOMBARD, IL 60148

BY RLS RLS RLS RLS RLS RLS

RAWN: RLS SCALE: 1*=20' DATE: 12-05-20

EXISTING CONDITIONS

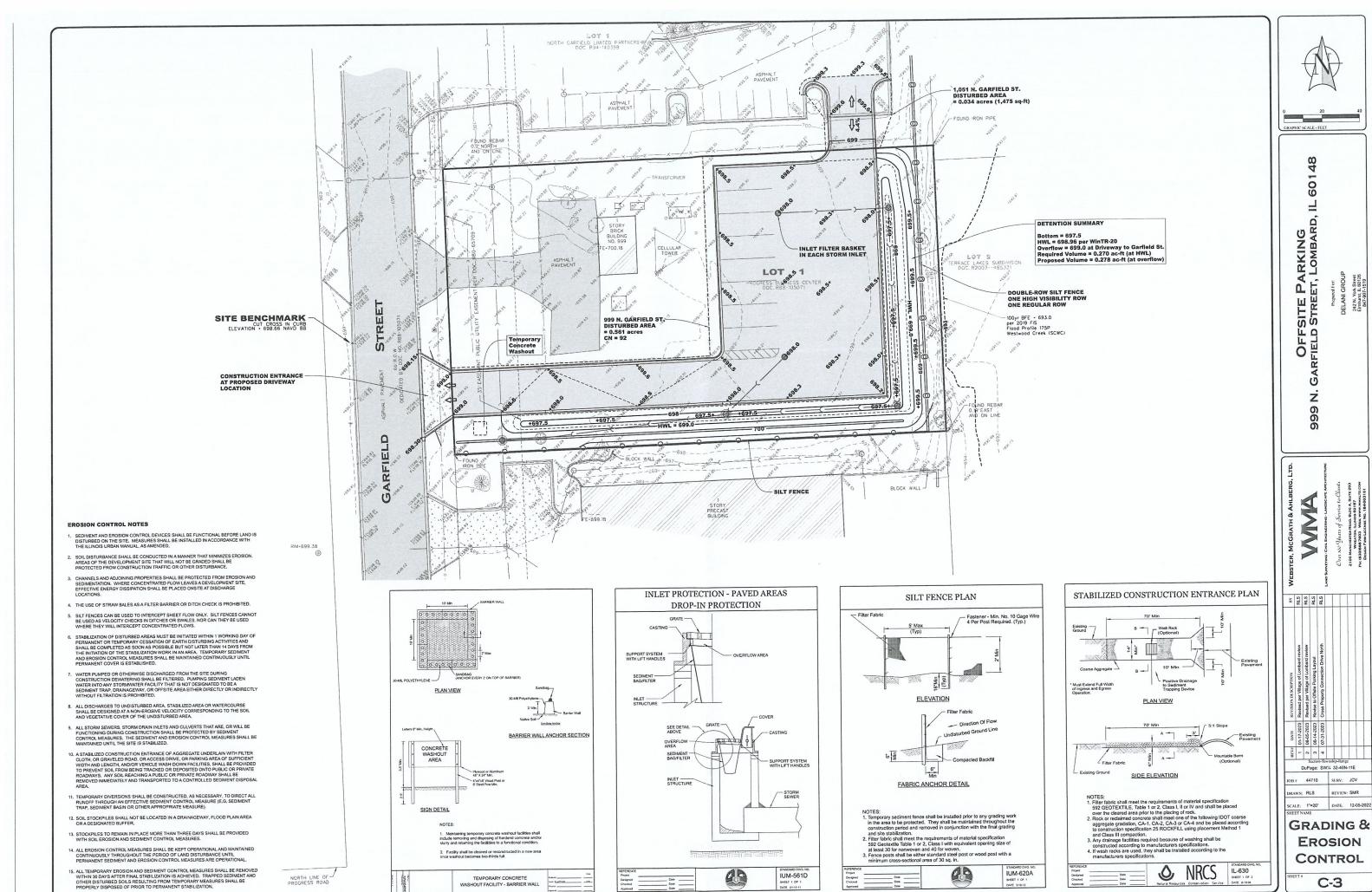


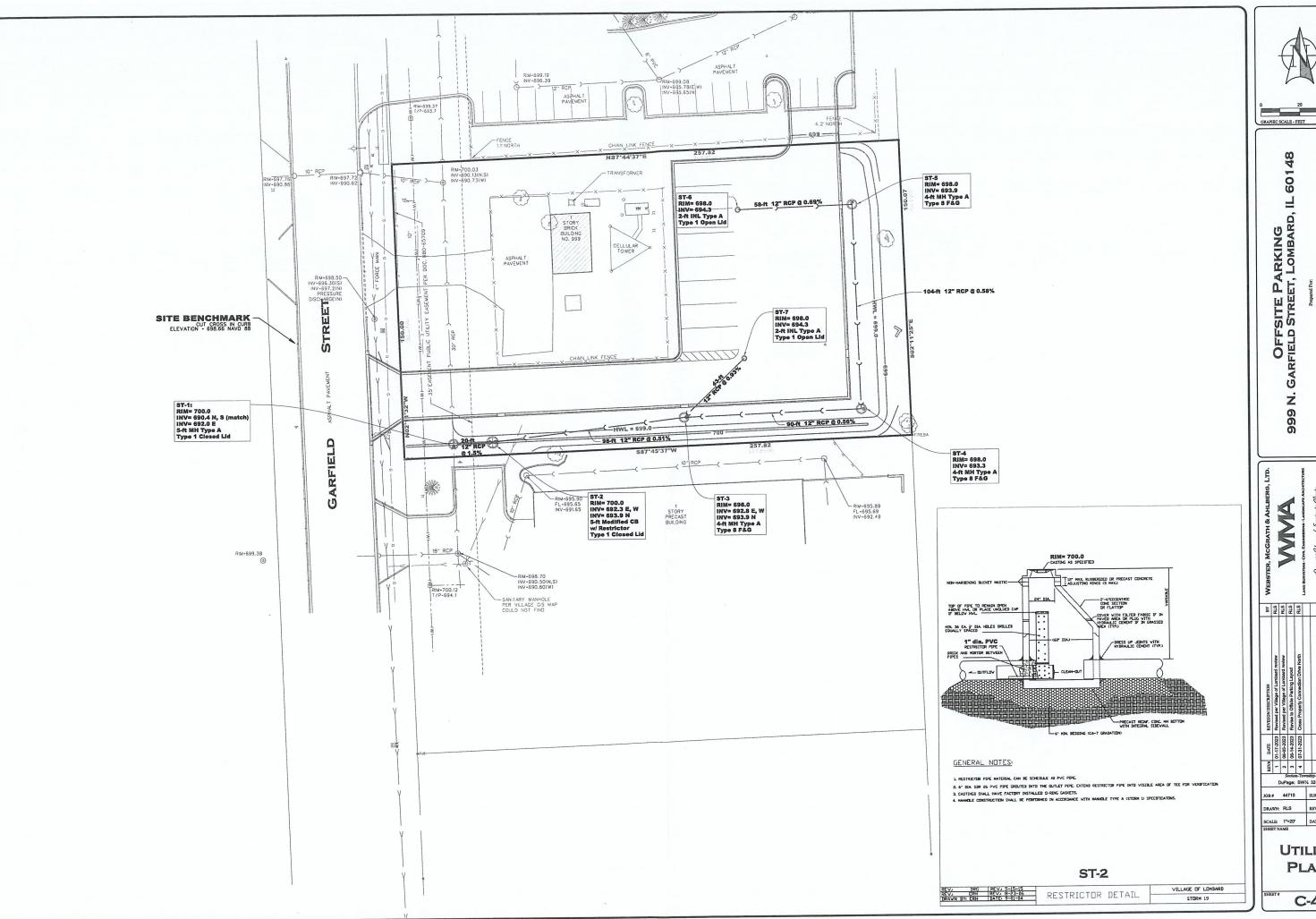


OFFSITE PARKING GARFIELD STREET, LOMBARD, IL 60148

DuPage: SW1/4 32-40N-11E OB# 44710 DRAWN: RLS REVIEW: SMR

PAVING & LAYOUT







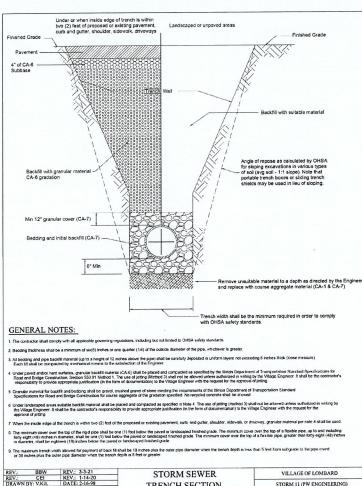
OFFSITE PARKING 999 N. GARFIELD STREET, LOMBARD, IL 60148

MMA

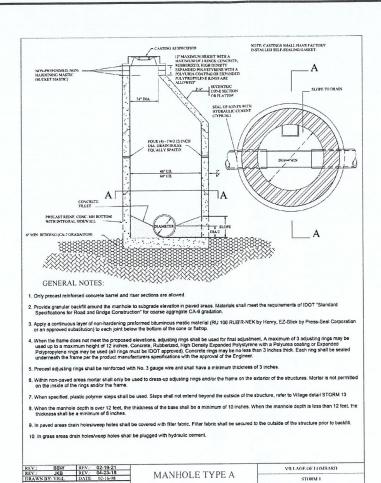
Mary duplication of the control of t

DuPage: SW1/4 32-40N-11E JOB# 44710 SURV: JCV REVIEW: SMR DRAWN: RLS SCALE: 1"=20" DATE: 12-05-202

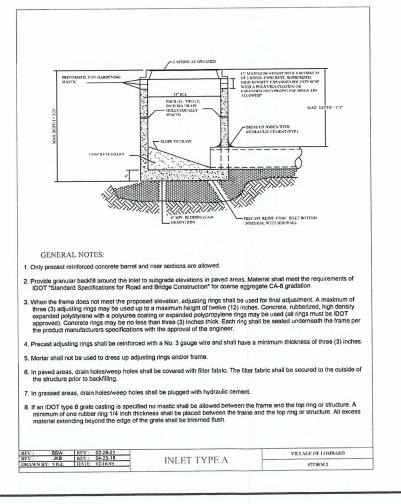
> UTILITY **PLAN**

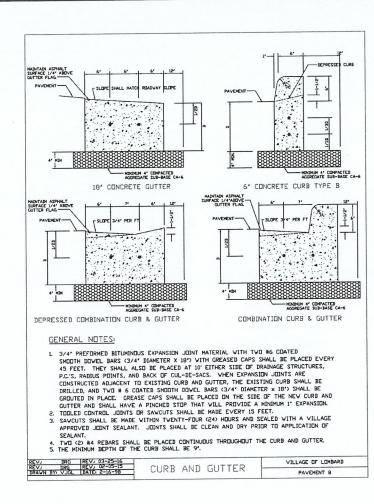


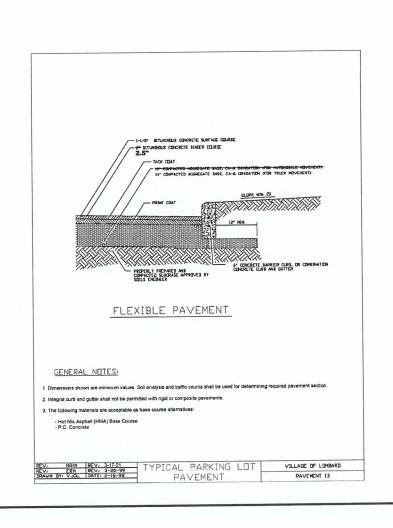
TRENCH SECTION GENERAL NOTES CONT: GRANLAR MATERIAL FOR BACKFILL AND BEDDING SHALL BE GRAVEL, CRUSHED GRAVEL OR STONE MEETING THE REQUIREMENTS OF THE IDDT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" FOR COURSE AGGREGATE, OF THE GRADATION SPECIFIED. NO RECYCLED CONCRETE SHALL BE ALLIEVED. 6. MODBUN COVER OVER THE TOP OF PIPE SHALL BE SIX (6) DIGHES BELOW FINISHED SUBGRADE IN PAVED AREAS AND TWILLVE (12) DIGHES BELOW FINISHED GRADE IN LANGSCAPE AREAS. 7, THE BEDDING THICKNESS SHALL BE EQUAL TO DINE-QUARTER (\$\phi\$) OF THE QUISIDE DIAMETER OF THE PIPE BUT NOT LESS THAN SIX (6) INCHES. VILLAGE OF LOMBARD TRENCH SECTION STORM-11A



MANHOLE TYPE A









GRAPHIC SCALE - FEET

9 Ó OFFSITE PARKING GARFIELD STREET, LOMBAR

ż 666

BY RLS RLS RLS RLS Section-Township-Range DuPage: SW1/4 32-40N-11E

DRAWN: RLS REVIEW: SMR SCALE: 1*=20' DATE: 12-05-2022 SHEET NAME

> CIVIL **DETAILS**