1. Call to Order: The Plan Commission meeting was called to order at 7:00 pm.

2. Establish Quorum:
   Present:  East, O’Connell, Brown, Barbahen
   Absent:  Harnett

3. Approval of the minutes.

   Motion by East, Second by Brown - Approved 4-0.

4. PC 2018-05 315 Burkhardt Ct. – Continued from 03 December 2018

Chair Barbahen opened the meeting asking the petitioner to take the podium. The petitioner asked Commission members if they had any questions regarding open topics from the 03 December meeting. Member DB inquired about snow removal, Member ME inquired about garbage collection and Chair PB asked questions regarding storm water management. General discussion followed regarding these topics.

5. Public Comment

5 residents of nearby properties spoke raising the following concerns:

Resident 329 Burkhardt Ct. expressed concerns over existing flooding conditions and the impact of future development.

Resident 329 Burkhardt Ct. (2) Entered correspondence into the record regarding flooding concerns.

Resident 333 Burkhardt Ct. also expressed concerns regarding current storm water management in the neighborhood.

Resident 515 Burkhardt shared concerns about parking and traffic particularly during special events on Madison St. Recommended the unit intensity be reduced to two units.

Resident 319 Burkhardt parroted concerns expressed above.

A resident with a Warren address (not provided) expressed similar concerns.

The petitioner responded by stating that on site storm water management will require Village approval of on site storm water management in accordance with outside regulatory authorities as confirmed by the Village engineering firm CBBEL.
A motion for vote was requested the Chair. Motion to approve made by Brown and seconded by O’Connell. Vote taken 4-0 approved with amendment to item 7 of the conditions.

6. Adjournment:

    Motion by East, Second by O’Connell 4-0 meeting adjourned.
THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDATION RETURN TO:

Goldin, Hill & Associates, P.C.
9100 West Plainfield Road
Brookfield, IL  60513
Attention: Joseph Hill

(Space Above For Recorder's Use)

___________________________________

RECI PROCA L EASEMENT AND PARTY WALL RIGHTS AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS

Dated: As of January ____, 2019

[MUST BE RECORDED PRIOR TO ISSUANCE OF FIRST OCCUPANCY PERMIT]

<table>
<thead>
<tr>
<th>Property Address</th>
<th>PIN</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>309_ Burkhardt, Forest Park, Illinois 60130</td>
<td>15-12-431-031-0000</td>
<td>Cook</td>
</tr>
<tr>
<td>311 Burkhardt, Forest Park, Illinois 60130</td>
<td>15-12-431-031-0000</td>
<td>Cook</td>
</tr>
<tr>
<td>313 Burkhardt, Forest Park, Illinois 60130</td>
<td>15-12-431-031-0000</td>
<td>Cook</td>
</tr>
</tbody>
</table>
This **RECIPROCAL EASEMENT AND PARTY WALL RIGHTS AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS** (this “Agreement”) is made this ___ day of January, 2019 by MODIMBY LLC, an Illinois limited liability company, (“Modimby”) as follows:

WHEREAS, Modimby owns and operates land improved with a single family home with a garage and driveway entrance to and from Burkhardt Court in Forest Park, Illinois, as more fully described on Exhibit A hereto (“309 Property”), which 309 Property is located at 309 Burkhardt Court, Forest Park, Illinois;

WHEREAS, Modimby owns and operates land improved with a single family home with a garage and driveway entrance to and from Burkhardt Court in Forest Park, Illinois, as more fully described on Exhibit B hereto (“311 Property”), which 311 Property is located at 311 Burkhardt Court, Forest Park, Illinois;

WHEREAS, Modimby owns and operates land improved with a single family home with a garage and driveway entrance to and from Burkhardt Court in Forest Park, Illinois, as more fully described on Exhibit C hereto (“313 Property”), which 313 Property is located at 313 Burkhardt Court, Forest Park, Illinois;

WHEREAS, the 309 Property, the 311 Property, and the 313 Property are referred to collectively herein as the “Properties,” and Modimby, together with each succeeding owner of the Properties is referred to individually herein as an “Owner” and collectively herein as the “Owners”;

WHEREAS, the Properties are developed with an approximately ____’ wide driveway (the “Driveway”) which Driveway is used by the Properties for vehicular and pedestrian ingress and egress to and from Burkhardt Court and for access to and use of utilities serving the Properties;

WHEREAS, the Owners desire to create for the mutual benefit of the Owners and their respective Permittees (as hereinafter defined) reciprocal easements over, upon, across, and through the Properties, for (a) vehicular and pedestrian ingress, egress and access to and from Burkhardt Court, (b) drainage, (c) landscaping, (d) installation and use of a shared mailbox, and (e) utilities, including, but not limited to, water, sanitary sewer, electric, gas and telephone, all upon the terms and conditions set forth herein.

WHEREAS, Modimby intends to develop and improve the Properties with three separate residential dwellings, which dwellings and attached garages share common party walls, and whose respective roofs may encroach onto an adjacent property, and;

WHEREAS, Modimby hereby intends that the Properties shall be held, used, sold and conveyed subject to the following party wall rights, covenants, conditions and restrictions, all of which shall run with the land and be binding on all parties having or acquiring any rights, title or interest therein or party thereof, and shall inure to the benefit of each Owner thereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
NOW, THEREFORE, Modimby hereby declares that the Properties shall be held, sold and conveyed subject to the following party wall rights, covenants, conditions, easements and restrictions, all of which shall run with the land and be binding on all parties having acquiring any rights, title or interest therein or any party thereof, and shall inure to the benefit of each Owner thereof.

1. **Definitions.** In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

   1.1 **Occupant.** The term “Occupant” shall mean and include any of the Owners and any Person who shall be, from time to time, entitled to the use and occupancy of one or more of the Properties under any lease, sublease, license, concession, agreement, or other instrument or arrangement under which such rights are acquired, including, without limitation, mortgagees in possession.

   1.2 **Permittees.** The term “Permittees” shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors, and other invitees of Occupants.

   1.3 **Person.** The term “Person” shall refer to any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency or other business entity.

   1.4 **Plat.** The term “Plat” shall refer to the Plat of Survey attached hereto as Exhibit D and any plat of survey recorded in the Office of the Recorder of Cook County, Illinois affecting the Properties, or any portion thereof.

2. **Grants of Access Easements.**

   2.1 Each Owner hereby grants to the other Owners of the Properties, for the use of the Occupants and Permittees of the Properties, a nonexclusive easement on, over, and across the Properties for vehicular access, ingress and egress to and from the public right-of-way known as Burkhardt Court, and related use and enjoyment, the easement for access is more particularly described in Exhibit E hereto.

   2.2 In no event shall the access easements granted herein be used for parking of motor vehicles or for any other use that would interfere with use of the Easement by any Occupant, or Permittee.

3. **Grants of Utility Easements.**

Each Owner hereby grants to the other Owners of the Properties and the Village of Forest Park (“Village”) and any other public utility provider (“PU”), for the use of the Owners, Occupants, Permittees, the Village and PU of the Properties, a nonexclusive utility easement on, over, and across the Properties to construct, operate, maintain, repair, renew, relocate, and remove, from time to time, facilities used in connection with underground transmission and distribution of
electricity, gas, water, sewage, telephone and other utilities, sounds, and signals, together with
right of access to same and to clear obstructions from the surface and subsurface as may be
reasonably required incident to the grant herein given, the easements for utilities are more
particularly described in Exhibit E hereto.


The owner of the ___ Property hereby grants to the Owner of the ____ Property and the owner of
the ___ Property, a nonexclusive landscaping easement on, over, and across the ___ Property to
construct, operate, maintain, repair, renew, from time to time, landscaping used in connection the
Properties and to clear obstructions from the surface and subsurface as may be reasonably
required incident to the grant herein given, the easements for landscaping is more particularly
described in Exhibit E hereto.

5. Grant of Drainage Easements

Each Owner hereby grants to the other Owners of the Properties, for the use of the Owners,
Occupants and Permittees of the Properties, a nonexclusive utility easement on, over, and across
the Properties to construct, operate, maintain, repair, renew, relocate, and remove, from time to
time, facilities used in connection with drainage of water from the Properties, together with right
of access to same and to clear obstructions from the surface and subsurface as may be reasonably
required incident to the grant herein given, the easements for drainage are more particularly
described in Exhibit E hereto.


The Owner of the ___ Property hereby grants to the Owner of the ____ Property and the Owner
of the ___ Property, a nonexclusive easement for the use of a shared mailbox on, over, and
across the ___ Property to construct, operate, maintain, repair, renew, from time to time, a shared
mailbox used in connection the Properties and to clear obstructions from the surface and
subsurface as may be reasonably required incident to the grant herein given, the mailbox
easement is more particularly described in Exhibit E hereto.

7. Maintenance of Easements

7.1 Maintenance of Driveway. The Owners shall use its commercially reasonable
efforts to maintain and keep the Driveway in good order and condition, which maintenance shall
consist of: (a) removing snow and ice from the Driveway; (b) landscaping; (c) removing rubbish,
debris, and refuse; (d) maintaining lighting; (e) resurfacing and replacing striping, markers, and
directional signs as necessary; (f) maintaining fencing, if any; and (g) other various maintenance
reasonably necessary for the continued use and enjoyment of the Driveway; provided, however
nothing contained herein shall be deemed to obligate any Owner to make any material
replacements (other than routine replacements of striping, markers or directional signs) or capital
improvements of or to the Driveway unless all of the Owners shall have agreed in writing in their
reasonable discretion to the scope and cost of such material replacements and/or capital
improvements and to the reimbursement therefor. The Owners shall share the reasonable costs
and expenses for maintenance of the Driveway on an equal basis, and each Owner shall be
responsible for thirty three and one third percent (33.3%) of such costs and expenses irrespective
of what portion of the Driveway requires repair or maintenance. Within thirty (30) business days of delivery of a proposal for maintenance costs and expenses by any Owner, the majority of Owners shall agree in writing to such maintenance costs and expenses. Each Owner shall promptly pay for its Owner’s share of Driveway maintenance expenses due in accordance with this Section 7.1. If an Owner (the “Defaulting Owner”) fails to pay its share due within thirty (60) days of delivery of a proposal for maintenance costs and expenses, if agreed to by a majority of the Owners, the non-defaulting Owners shall have the immediate right to record a lien against the Defaulting Owner’s Property, in addition to all other rights and remedies permitted at law or in equity. The aforesaid lien shall be treated as a construction lien pursuant to Illinois law.

Notwithstanding the foregoing, each Owner shall not be required to perform any maintenance or repair necessitated by or arising out of the negligence, misuse, or willful misconduct of any other Owner, and such other Owner shall be solely responsible for such maintenance or repair.

7.2. **Maintenance of Utilities.** The Owners shall use its commercially reasonable efforts to maintain and keep all utilities in good order and condition, provided, however nothing contained herein shall be deemed to obligate any Owner to make any material replacements or capital improvements of or to any utilities unless all of the Owners shall have agreed in writing in their reasonable discretion to the scope and cost of such material replacements and/or capital improvements and to the reimbursement therefor. The Owners shall share the reasonable costs and expenses for maintenance of any utilities shared by the Properties on an equal basis, and each Owner shall be responsible for thirty three and one third percent (33.3%) of such costs and expenses irrespective of what portion of the utilities requires repair or maintenance. Within thirty (30) business days of delivery of a proposal for maintenance costs and expenses by any Owner, the majority of Owners shall agree in writing to such maintenance costs and expenses. Each Owner shall promptly pay for its Owner’s share of maintenance expenses due in accordance with this Section 7.2. If an Owner (the “Defaulting Owner”) fails to pay its share due within thirty (60) days of delivery of a proposal for maintenance costs and expenses, if agreed to by a majority of the Owners, the non-defaulting Owners shall have the immediate right to record a lien against the Defaulting Owner’s Property, in addition to all other rights and remedies permitted at law or in equity. The aforesaid lien shall be treated as a construction lien pursuant to Illinois law.

Notwithstanding the foregoing, each Owner shall not be required to perform any maintenance or repair necessitated by or arising out of the negligence, misuse, or willful misconduct of any other Owner, and such other Owner shall be solely responsible for such maintenance or repair. Any utility that is solely serving an Owner’s property (and is not a shared utility) shall be the sole responsibility and cost of such owner.

7.3. **Maintenance of Landscaping.** The Owners shall use its commercially reasonable efforts to maintain and keep the landscaping in good order and condition, provided, however nothing contained herein shall be deemed to obligate any Owner to make any material replacements or capital improvements of or to the landscaping unless all of the Owners shall have agreed in writing in their reasonable discretion to the scope and cost of such material replacements and/or capital improvements and to the reimbursement therefor. The Owners shall share the reasonable costs and expenses for maintenance of any landscaping in the easement described in Exhibit G on an equal basis, and each Owner shall be responsible for thirty three and one third percent (33.3%) of such costs and expenses irrespective of what portion of the
utilities requires repair or maintenance. Within thirty (30) business days of delivery of a proposal for maintenance costs and expenses by any Owner, the majority of Owners shall agree in writing to such maintenance costs and expenses. Each Owner shall promptly pay for its Owner’s share of maintenance expenses due in accordance with this Section 7.3. If an Owner (the “Defaulting Owner”) fails to pay its share due within thirty (60) days of delivery of a proposal for maintenance costs and expenses, if agreed to by a majority of the Owners, the non-defaulting Owners shall have the immediate right to record a lien against the Defaulting Owner’s Property, in addition to all other rights and remedies permitted at law or in equity. The aforesaid lien shall be treated as a construction lien pursuant to Illinois law.

Notwithstanding the foregoing, each Owner shall not be required to perform any maintenance or repair necessitated by or arising out of the negligence, misuse, or willful misconduct of any other Owner, and such other Owner shall be solely responsible for such maintenance or repair.

7.4. Maintenance of Mailbox. The Owners shall use its commercially reasonable efforts to maintain and keep the shared mailbox in good order and condition, provided, however nothing contained herein shall be deemed to obligate any Owner to make any material replacements or capital improvements of or to the shared mailbox unless all of the Owners shall have agreed in writing in their reasonable discretion to the scope and cost of such material replacements and/or capital improvements and to the reimbursement therefor. The Owners shall share the reasonable costs and expenses for maintenance of the shared mailbox in the easement described in Exhibit H on an equal basis, and each Owner shall be responsible for thirty three and one third percent (33.3%) of such costs and expenses irrespective of what portion of the utilities requires repair or maintenance. Within thirty (30) business days of delivery of a proposal for maintenance costs and expenses by any Owner, the majority of Owners shall agree in writing to such maintenance costs and expenses. Each Owner shall promptly pay for its Owner’s share of maintenance expenses due in accordance with this Section 7.4. If an Owner (the “Defaulting Owner”) fails to pay its share due within thirty (60) days of delivery of a proposal for maintenance costs and expenses, if agreed to by a majority of the Owners, the non-defaulting Owners shall have the immediate right to record a lien against the Defaulting Owner’s Property, in addition to all other rights and remedies permitted at law or in equity. The aforesaid lien shall be treated as a construction lien pursuant to Illinois law.

8. Insurance. Owners shall each maintain insurance for general liability and casualty in commercially reasonable amounts, deductibles and coverage, but not less than $500,000.00 with insurers licensed to business in the State of Illinois, which insurance shall insure all activities, cooperation and usage on or about the Driveway and shall name each other as an additional insured under those policies. Each Owner shall provide a certificate of insurance to each other not less frequently than annually.

9. Use of Easement. No Owner shall obstruct, hinder, or interfere with another Owner’s use and benefit of the easements granted herein and each Owner shall immediately repair any damage caused by the negligence, misuse, or willful misconduct of that Owner’s Permittees, at that Owner’s sole cost and expense.

10. No Public Dedication. The easements created in this Agreement are not intended to and do not constitute a dedication for public use, and the benefits conferred hereunder are expressly
declared to be private rights. Each Owner shall nevertheless have the right to permit their respective Occupants or Permittees to use such easements for the purposes specified in this Agreement.

11. **PARTY WALLS**

11.1 **Applicable Law.** Each wall which is built as a part of the original construction of the dwellings and garages upon the property and placed on the dividing line between 309 Burkhardt and 311 Burkhardt and 313 Burkhardt and/or serves 309 Burkhardt and 311 Burkhardt and 313 Burkhardt shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

11.2 **Cost of Repair, Maintenance and Replacement.** The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who make use of the wall, except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Owner shall be paid for by such Owner.

11.3 **Damage or Destruction.** If a party wall is destroyed or damaged by fire or other casualty any Owner whose Unit is served by such wall may restore it, and the other Owners who shared the use of such wall shall promptly contribute to the cost of restoration thereof equally without prejudice, to the right of any such Owners to call for a larger contributions from the others under any rule of law regarding liability for negligent or willful acts or omissions.

11.4 **Exposure to Elements.** Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.5 **Right of Contribution.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner’s successors in title.

12. **Roof Encroachment**

12.1 **Applicable Law.** Each roof which is built as a part of the original construction of the dwellings and garages upon the property and placed on or over the dividing line between 309 Burkhardt and 311 Burkhardt and 313 Burkhardt and/or serves 309 Burkhardt and 311 Burkhardt and 313 Burkhardt shall constitute a permitted encroachment and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding property encroachments and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.2 **Cost of Repair, Maintenance and Replacement.** The cost of reasonable repair, maintenance and replacement of a roof shall be borne by the Owners who make use of the roof, except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Owner shall be paid for by such Owner.
12.3 **Damage or Destruction.** If a roof is destroyed or damaged by fire or other casualty, any Owner whose Unit is served by such roof may restore it, at such Owner’s cost and expense.

12.4 **Exposure to Elements.** Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

12.5 **Right of Contribution.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner’s successors in title.

13. **Binding Effect.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding and inure to the benefit of the Owners and their respective successors and assigns. The acceptance of any transfer or conveyance of title from any Owner of all or any part of its interest in its Property shall be deemed, without any further action by the grantor or the grantee, to (a) require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to all (or the applicable portion of) such Property which will be conveyed to such grantee; and (b) require the grantee to agree not to use, occupy or allow any Occupant or Permittee of such Property to use or occupy the Property in any manner which would constitute a violation or breach of any of the Easement and covenants contained herein.,

14. **General Provisions.**

14.1 **Term.** This Agreement shall continue for a perpetual term.

14.2 **Running with the Land.** The easement hereby granted, the restrictions hereby imposed and the agreements herein contained shall run with the land and shall be binding upon and inure to the benefit of the Owners of the Properties and their respective heirs, executors, administrators, successors, assigns, and legal representatives, including, without limitation, all subsequent owners of the Properties or any portion thereof, and all persons claiming under them.

14.3 **Materiality.** The Parties, each for itself and its successors and assigns, hereby agree that all of the representations, promises, agreements, and obligations set forth in this Agreement are material to this Agreement; hereby confirm and admit their truth and validity; and hereby acknowledge and agree that they shall continue throughout the term of this Agreement.

14.4 **Mutual Cooperation; No Entry.** The parties hereto agree to cooperate fully with one another in carrying forth the various duties, responsibilities, and obligations contained in this Agreement. Nothing contained herein shall be deemed to permit any Occupant or Permittee to enter into the residence of any Occupant without the consent of such Occupant.

14.5 **Authority.** All necessary corporate, regulatory or other similar action has been taken to authorize and empower the parties to execute, deliver, and perform this Agreement.
14.6 **Jurisdiction.** The terms of this Agreement shall be construed and take effect in all respects in accordance with the laws of the State of Illinois. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of Cook County, Illinois.

14.7 **Indemnification.** Each Party (the “Indemnifying Party”) shall indemnify and hold the other Party (the “Indemnified Party”) harmless from and against, and shall reimburse the Indemnified Party for, any and all claims, suits, demands, damages, losses, costs and expenses, including reasonable attorney’s fees, and expenses arising out of or in connection with the negligent or intentionally wrongful acts or omissions of the Indemnifying Party, including without limitation the failure of the Indemnifying Party to comply with the terms and conditions hereof, except to the extent any such losses, costs, expenses, claims, or damages are due to the acts or omissions of the Indemnified Party.

14.8 **Attorneys’ Fees, Prevailing Party.** In the event of any legal proceeding brought by a party under this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party all costs, including reasonable attorney fees, court costs, and ancillary expenses incurred by such party in enforcing its rights hereunder.

14.9 **Severability.** In the event any part or portion of this Agreement, any provision, clause, wording, or designation contained or granted within this Agreement, is held to be invalid or ineffectual by a final, non-appealable order of any court or regulatory agency of competent jurisdiction, such part, portion, provision, clause, wording, or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect the remaining portions of this Agreement.

14.10 **Headings.** The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

14.11 **Entire Agreement.** This document contains the entire Agreement between the Owners, and there are no other terms, conditions, promises, undertakings, statements, or representations, express or implied, concerning the matters contemplated by this document. This Agreement and Easement grants shall be liberally construed to insure that the purposes to be accomplished by The Owners are facilitated.

14.12 **Amendments.** This instrument may be modified, amended, or annulled only by written agreement of the parties. Notwithstanding the foregoing to the contrary, in no event shall the grant of easement provisions in Sections 2, 3 and 5 above be modified or abrogated in any respect without the written consent of the Village, which consent shall not be unreasonably withheld, delayed or conditioned.

14.13 **Notices.** Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address.

14.14 **Counterparts.** This document may be executed in one or more counterparts, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.
14.15 Recordation. This Agreement shall be recorded with the Recorder of Deeds of Cook County, Illinois and all contracts and deeds of conveyance relating to any of the Properties or any part thereof shall be subject to the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first written above.

MODIMBY LLC, an Illinois limited liability company

By: ________________________________
Name: Scott Sanders
Its: Member
I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Scott Sanders, personally known to me to be the sole member of MODIMBY LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of __________, 2019.
EXHIBIT A
Legal Description of ___ Burkhardt

THE __________________ OF LOT 9, IN SUBDIVISION OF BLOCK 35, IN SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN STERLING AND FULTON STREET AND ST. CHARLES AIRLINE BRANCH OF GALENA AND CHICAGO UNION RAILROAD, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 15-12-431-031-0000
Address of Real Estate: 315 Burkhardt Court, Forest Park, IL  60130
EXHIBIT B

Legal Description of ___ Burkhardt

THE ___________ OF LOT 9, IN SUBDIVISION OF BLOCK 35, IN SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN STERLING AND FULTON STREET AND ST. CHARLES AIRLINE BRANCH OF GALENA AND CHICAGO UNION RAILROAD, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 15-12-431-031-0000
Address of Real Estate: 315 Burkhardt Court, Forest Park, IL 60130
EXHIBIT C

Legal Description of ___ Burkhardt

THE ____________ OF LOT 9, IN SUBDIVISION OF BLOCK 35, IN SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN STERLING AND FULTON STREET AND ST. CHARLES AIRLINE BRANCH OF GALENA AND CHICAGO UNION RAILROAD, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 15-12-431-031-0000
Address of Real Estate: 315 Burkhardt Court, Forest Park, IL 60130
EXHIBIT D
PLAT OF SURVEY

EXHIBIT E
DRIVEWAY AND ACCESS EASEMENT
UTILITY EASEMENTS
LANDSCAPING EASEMENT
DRAINAGE EASEMENT
MAILBOX EASEMENT
Village of Forest Park
Memorandum

TO: Plan Commission
FROM: Steve Glinke, Director
DATE: 25 February for 02 March, 2020 Plan Commission Meeting
RE: PC 2018-05: Plat of Subdivision of residential development that was the subject of PC 2018-05, 315 Burkhardt Ct. Forest Park Il.

Request

Requests approval of a “Final Plat of Subdivision of the townhouse development located at 315 Burkhardt Ct. Forest Park Il. Ref. PC 2018-05 and Village of Forest Park Ordinance #0-01-19

History

The Plan Commission reviewed and recommended approval of a site plan for development of a 3-unit townhome project at the regular PC meeting on 07 January 2019 (which had been continued from the regular PC meeting in December 2018). From the Village Code:

10-1-2: PURPOSE OF REGULATIONS:

In order to promote the realization of the official comprehensive plan of the village; in order to provide reasonable requirements governing the location, width, course and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, street lights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, stormwater drainage, water supply and distribution, sanitary sewers and sewage collection and treatment; the regulations set out in this title establishing reasonable standards of design for subdivisions and for resubdivisions of unimproved land and of areas subject to redevelopment within the village and contiguous unincorporated area under its jurisdiction are hereby adopted. (Ord. O-11-98, 3-9-1998)

The subject plat is being divided by request of the developer to create three (3) lot(s) of record with separate property index numbers (PINS) for ownership/property tax purposes.

Please note that Village Engineer Paul Bourke (CBBEL) has reviewed and approved Final Engineering and the subject plat and all work has been completed and determined to be in conformance with development submittals included in the PC 2018-05 packet.

Recommendation

Staff recommends the Plan Commission approve the following motion:
I move that the Plan Commission recommend to the Village Council approval of the Final Plat of Subdivision of “Brightleaf’s Burkhardt Subdivision” prepared by Professional Land Surveying Inc, latest revision dated 01/28/20.

Attachments:

1. “Brightleaf”s Burkhardt Subdivision” by Professional Land Surveying Inc. bearing revised date of 01/28/20
2. Approval of plat by CBBEL, Paul Bourke dated 01/30/20