

**VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION**  
**FINDINGS OF FACT**

**PUBLIC HEARING OF JUNE 13, 2012**

**P/Z 12-024- Mercedes Benz of Westmont regarding 200 E. Ogden Ave., Westmont**

Request for a variance to allow reduced setbacks on all sides of landlocked property.

***CRITERIA NO. 1:** The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.*

**FINDINGS OF FACT:** The property is landlocked and setback from Ogden Avenue and other public roadways. Due to space constraints at this dealership, the Applicant requests this variance to allow more inventory storage so that it may yield a reasonable return on this property.

***CRITERIA NO. 2:** The plight of the owner is due to unique circumstances.*

**FINDINGS OF FACT:** Given the location of this landlocked property, the reduced setbacks will not adversely impact surrounding properties or cause aesthetic concerns. The site will be fully engineered to address all storm water drainage concerns.

***CRITERIA NO. 3:** The variation, if granted, will not alter the essential character of the locality.*

**FINDINGS OF FACT:** Given the location of this landlocked property and the heavily-commercial nature of this Ogden Avenue corridor, these reduced setbacks will not adversely impact surrounding properties or alter the character of the neighborhood.

6 The Planning and Zoning Commission agrees with the above findings.

0 The Planning and Zoning Commission does not agree with the above findings.



**VILLAGE OF WESTMONT  
PLANNING AND ZONING COMMISSION  
AGENDA ITEM**

**P/Z 12-024**

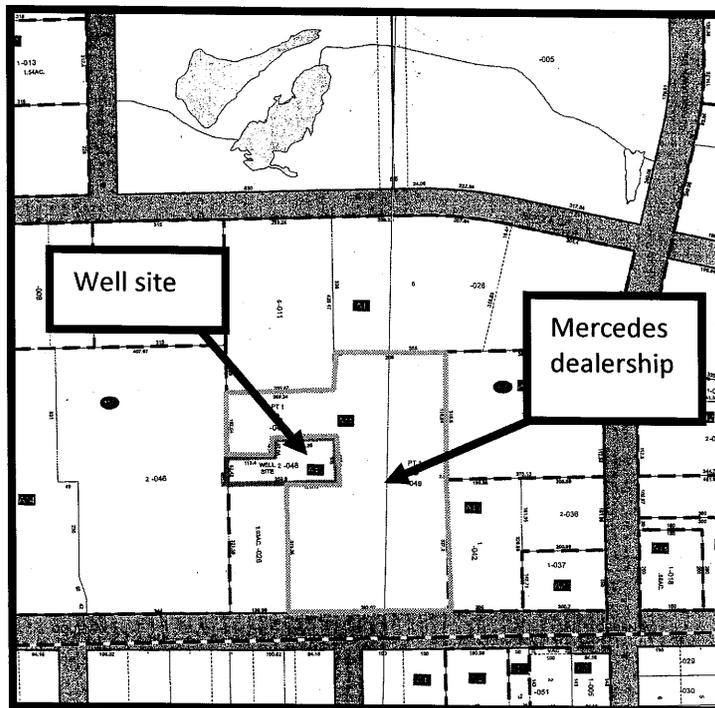
**MEETING DATE: June 13, 2012**

**TITLE: Thomas McCabe of Spaceco, Inc. with Mercedes Benz of Westmont regarding the property located at 200 East Ogden Avenue, Westmont, IL 60559 for the following:**

- (A) Zoning Code Variance Request to reduce the required setbacks for a landlocked lot to approximately 6' in the B-2 General Business District for the purpose of constructing a parking lot addition.
- (B) Site and landscaping plan approval.

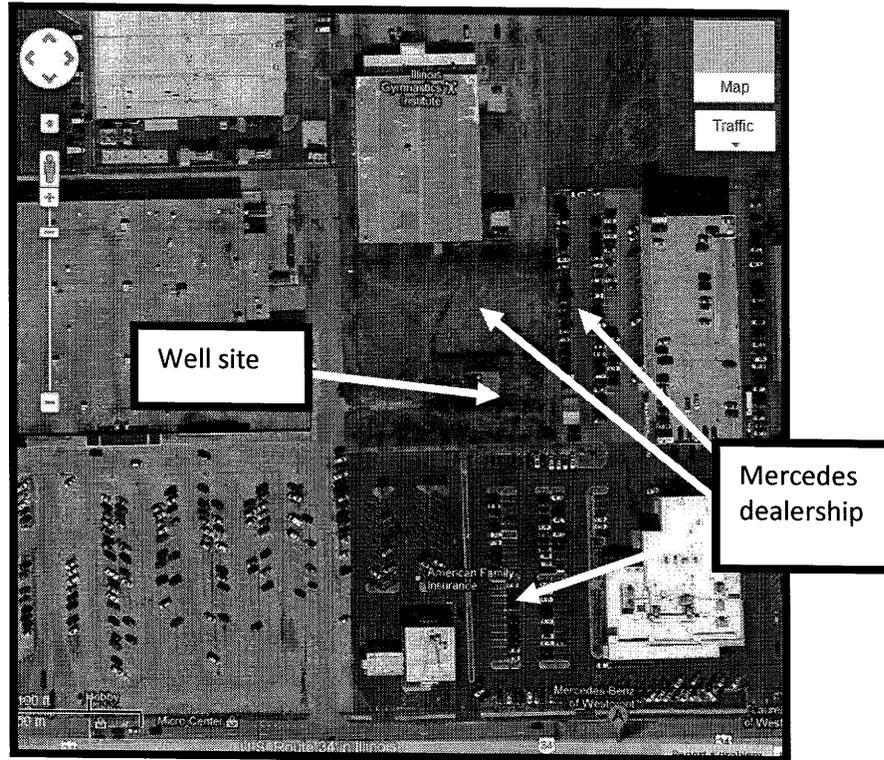
**BACKGROUND OF ITEM**

The property located at 200 East Ogden features the existing Mercedes dealership with a Village owned well site located to the rear. In 2006, the Village Board approved a license agreement so the dealer could use the well site property for parking. The well is retained for emergency backup water purposes, and the well equipment and access to the well is retained by the Village.



The petitioner is requesting site plan and landscaping approval to add a parking lot surrounding the well on both Village owned property and Mercedes property, and is

seeking approval of a variance to reduce the required setbacks to approximately 6' for the lot, which is landlocked.



### ZONING ANALYSIS

The well site and Mercedes Benz dealership are located in the B-2 General Business District. The lots to the south, east, and west are similarly zoned. The properties to the northeast and north are zoned M Manufacturing District.

A variance is sought in order to allow reduced setbacks so the new parking area can be constructed cohesively with the existing parked cars to the east and south. The intention is for the separate parcels to appear to be one lot, while the Village maintains ownership of its well site. The existing Mercedes overfly parking area to the north will be improved with landscaping and islands in the same manner as the new parking to be located around the well equipment. The new parking lot surrounding the well will incorporate approximately 133 parking spaces, with several landscaped islands, parking lot lighting poles, and perimeter landscaping.

### Engineering Review

Planning Engineer Nicoll's comments are attached for your review. Revisions will be coordinated through the permit submittal. Staff has concerns about the need for additional detention, which may take place on the adjacent Park District property, as well as the potential need for additional Best Management Practices. Snow storage should be noted on the plans, because there have been issues with ice and blocked drainage in the past.

Landscape Review

Landscape Architect Fleck's comments are attached for your review. The landscape plan does not meet the shade tree requirement for parking lot trees. Six (6) more trees of at least 3 different species are required, and the mature honey locust trees on the south edge of the property line are requested to be protected also. The shrub beds/islands are acceptable. These revisions will be coordinated through the permit submittal.

Fire Department Review

The Fire Department had no comments, and will discuss with the water department if an additional hydrant is required for that area.

Public Works Review

1. Pave the entire area around the Village's well site.
2. On occasion, the Village must exercise both the well and existing fire hydrant that will require pumping of approximately 1200-1500 gal/min for a few hours. Ensure the proposed storm sewer from the well site area is sized correctly to accommodate the discharge rate. In addition, we suggest installing additional measures to prevent surface run-off from entering the parking lot area. For example, larger sized manhole structure, frame and grates large enough to accommodate the discharge rate, curb and gutter at the northwest corner of the well site, etc. Please be advised, the pumping exercise pumps untreated well water that contains high amount of iron (rusty orange color) that will stain the parking lot.
3. The proposed gate along the south section of the fence must be relocated to either the eastern or western sides. Access must be provided in a manner where the Village can drive straight into our area. Therefore, the existing access must remain or a new access must be provided from the eastern side.
4. What type of fence shall be installed? Who will be responsible for the maintenance of the proposed fence? If the fence shall be maintained by the developer, please provide agreement for such.



## **CONCLUSION**

Variations are requested in order to allow a landlocked parking lot with well equipment to be constructed without the minimum setbacks.

If approved, the site appears to meet all other use and bulk regulation standards in the B-2 General Business District. The applicant is providing a landscape buffer around the perimeter of the site, which staff will continue to review. The applicant will need to continue working with staff in order to meet engineering requirements and the Village's need for access to the well.

---

## **DOCUMENTS ATTACHED**

1. Engineering Review comments from Planning Engineer Nicoll, dated May 29, 2012
2. Landscape comments from Landscape Architect Fleck, dated June 6, 2012.
3. Fire Department comments from Fire Marshal Daniels, dated June 6, 2012.
4. Ordinance 06-152, approving a lease agreement for the well site property, dated August 21, 2006.
5. Agenda and Notice published in the May 30, 2012 edition of the Westmont Progress.
6. Application for variance dated May 10, 2012.
7. Site Improvement Plans, prepared by SpaceCo Inc., dated April 12, 2012, Sheets C1-C12.
8. Plat of Consolidation, Forrest Subdivision, prepared by Land Surveying Services Inc., dated May 31, 2006.
9. Oakwood Well Site Plat of Resubdivision, prepared by W-T Land Surveying, Inc, dated July 11, 2002.
10. Fire Truck Turning Exhibit, prepared by SpaceCo Inc., dated May 9, 2012, sheet A-turn.

# Engineering comments

## Village of Westmont

*The Progressive Village*

311 W Quincy Street, Westmont, IL 60559

## Economic Development Department

www.westmont.il.gov

Email: knicoll@westmont.il.gov

Phone: (630)981-6253

FAX: (630)968-8610

Dear Applicant,

For your information, the Village of Westmont has a two step review process for projects requiring Village Board Approval (Subdivisions, Consolidations, Planned Developments, Commercial projects, projects requiring variances, etc.). The first step is the Preliminary Review. The second step is the Regular Review. For projects not requiring Village Board approval, such as Single Family Residences with no variances, only the Regular Review will be required. For projects not requiring Village Board approval, such as Single Family Residences with no variances, only the Regular Review will be required.

A Preliminary Review is performed before the Planning & Zoning Commission and Village Board appearances at the request of the Village Planner. This is a review of preliminary concept site improvement plans. The Administrative Requirements, Plat Review Comments, and Site Improvement Plan Review Comments checklists are used for this review. Only the major items which are listed under preliminary review comments will be reviewed at this time. PLEASE BE ADVISED THAT PRELIMINARY PLANS WHICH ARE PRELIMINARILY APPROVED BY THE VILLAGE BOARD WILL BE SUBJECT TO FINAL ENGINEERING DURING THE REGULAR REVIEW PROCESS. REVIEW COMMENTS ARE BASED ON VILLAGE ORDINANCES AND STANDARD PRACTICES. CHANGES FROM THESE REVIEW COMMENTS WILL REQUIRE VARIANCES OR WAIVERS FROM THE VILLAGE BOARD.

A Regular Review is a full review of the full engineering site improvement plans by consultants and the Village of Westmont. To determine the type (Type A, B, or C) of permit submittal that is required for a Regular Review, see the Stormwater Permit Submittal Flowchart. As part of the permit submittal, the flow chart will be required to be filled out by highlighting the path that is appropriate for the development in question and/or encircling the required submittal boxes. The Permit Document Submittal Checklist is a checklist of necessary documents for a regular permit submittal. For the applicant's planning purposes, remember that ALL items on this checklist must be submitted at the same time. The Administrative Requirements Checklist is a checklist of requirements that must be met by the applicant before the permit will be issued, which include among other things, permits required by outside agencies, inhouse approvals, and necessary plats. The Plat & Site Improvement Plan Review Comments are checklists used in the review of any Plats and Site Improvement Plans, for use by the Engineers, Surveyors, and Environmental Scientists. For submittal packets (including sample checklists), forms, and other sample documents visit the Village website under Economic Development Department. The Village Standard Specifications booklet including standard detail drawings is available for purchase at the Village Clerk's Office for \$15.00. All permit submittals and resubmittals must be made at the front desk.

For subdivisions (including lot splits) and commercial projects, Public Improvements, which include Street Improvements and Detention, must be provided per ordinance. Public Improvements include street widening, curb & gutter, storm sewers, street lights, water extensions, detention, etc. Cash-in-Lieu of Street Improvements will be considered when the majority of the surrounding properties, as well as the subject property, do not have Street Improvements. This fee will be used toward future Street Improvement Projects performed by the Village. The Cash-in-Lieu of fee is \$100.00/ft of property frontage. A Detention Waiver for Type B permits will only be considered by the Village when it is determined that it is not physically feasible to provide detention. The Village of Westmont Detention Waiver fee is \$125,000.00/acre-ft.

The engineering fees for a multiple-family residence, commercial or industrial building for up to 4 reviews is \$3,200.00 plus \$2,500.00 per acre (disturbed area). The fees for a subdivision for up to 4 reviews are \$3,200.00 plus 4% of the Approved Engineer's Estimate. The fees for a single-family residence or duplex residence for up to 4 reviews are \$2,200.00. If more than 4 reviews are performed, additional fees will be charged at the Village's cost. A filing fee, that will be applied toward the engineering fees, is required at the time of the first Regular permit submittal. The filing fee for a multiple-family residence, commercial, industrial buildings, or subdivision is \$2,500.00. The filing fee for a single-family residence or duplex residence is \$1,200.00. Additional fees may include, a \$250.00 Plat Recording Fee to record Subdivision Plats, and / or a Water or Street Recapture fee for properties with these types of Agreements.

Security toward the work that will be performed is required. For single family residences, the engineering portion of the Cash Bond is \$1,500.00. For subdivisions and commercial properties, a Letter-Of-Credit (LOC) must be provided that is at least 110% of the Approved Engineer's Estimate of Probable Cost for Public Improvements. The final Engineer's Estimate will be determined when all possible engineering design changes have been made. The submitted LOC will be reviewed by the Village Attorney and the Director of Finance. For Subdivisions of commercially zoned property, in which the only Public Improvement that has not already been provided is Detention, it may be determined that a Cash Bond may be accepted in place of the LOC. In this situation, the Cash Bond will be for 5% of the Approved Engineer's Estimate of Probable Cost, up to a maximum of \$10,000.00 and not less than \$3,000.00.

PLEASE BE ADVISED THAT PLATS OF CONSOLIDATION AND SUBDIVISION CANNOT BE RECORDED UNTIL THE PRELIMINARY AND REGULAR REVIEW PROCESS IS COMPLETE, THE ENGINEER'S ESTIMATE IS APPROVED, A LOC/BOND IS IN PLACE, AND THE VILLAGE BOARD HAS APPROVED THE FINAL PLAT OF SUBDIVISION. BASICALLY, THIS IS THE FINAL STEP BEFORE THE PERMIT IS ISSUED. ALSO, PLEASE BE AWARE THAT INDIVIDUAL LOTS IN A SUBDIVISION CANNOT BE SOLD UNTIL THE PLAT OF SUBDIVISION IS RECORDED.

As-built Inspections and Drawings will be required before the Cash Bond or LOC will be returned.

Please contact Kim Nicoll, Planning Engineer, at 630-981-6263 regarding the Plat & Site Improvement Plan Review Comments. Please contact Karen Remkus at 630-981-6253 regarding the Administrative Requirements Checklist status.

### Village of Westmont

*The Progressive Village*

31 W Quincy Street, Westmont, IL 60559

### Economic Development Department

Email: kremkus@westmont.il.gov

Phone: (630)981-6253

FAX: (630)968-8610

Project: Mercedes Benz 2012 Parking Improvements

Location: 200 E Ogden Avenue

Tracking No.:

Review No.: Prelim 1

Date: May 29, 2012

Applicant:  
SpaceCo Inc

Address:  
Rosemont, IL 60018

Address: 9575 W Higgins Rd

Email:  
Phone No.:

FAX No.:

Engineer: Tom McCabe

Address: 9575 W Higgins Rd

Email: tmccabe@spacecoinc.com

Phone No.: 847-696-4060

FAX No.:

## Administrative Requirements Checklist

Item #	ITEM	O.K.	COMMENT
11.	Water Division Approval		Contact Mike Ramsey, Public Works Supervisor – Water Division (630-981-6289) regarding his review comments.
11.	Public Works Approval		Contact Noriel Noriega, Public Works Supervisor – Engineering Operations (630-981-6295) regarding his review comments.
12.	Landscape Plan Approval		Contact Bob Fleck, Landscape Architect (630-969-8080) regarding his review comments and for a preconstruction tree survey.
14.	Environmental Scientist Approval (BMPs)		As part of the regular review process, approval from one of the Village's environmental scientist consultants will be required. BMP guidelines have been attached for your use.
12.	Park District Approval		It appears that additional detention and potentially additional BMPs are required for this project. If these measures are to be provided on Park District property, provide written approval, potentially in the form of an approved ordinance, from the Park District.
16.	Contractor's Registration and Bonding		All contractors must be registered and bonded with the Village before permits will be issued.
17.	Engineering Fees		Must be provided before permits will be issued.
18.	Site Development Permit Application		Provide executed Site Development Permit Application form.
21.	Plat of Easement		The Plat of Easement has been approved to be prepared on mylar/vellum quality paper.
21a.	Recorded Plat		Obtain all necessary signatures on the approved mylar / vellum plat. Record the original plat at the DuPage County Recorder's office. Return the original recorded plat to the Village.
22.	Plat of Easement		The Plat of Easement has been approved to be prepared on mylar/vellum quality paper.
22a.	Recorded Plat		Obtain all necessary signatures on the approved mylar / vellum plat. Record the original plat at the DuPage County Recorder's office. Return the original recorded plat to the Village.
26.	Expired Ordinance (1 year)		FYI, if any of the ordinances related to this project have expired, Shannon Malik, Village Planner (630-829-4412), will need to be contacted to schedule an appearance before the Village Board to request an ordinance extension.
27.	Site Improvement Plan Approval		All review comments on the Site Improvement Plan Review Checklist have been addressed. The Site Improvement Plans have been stamped approved.

**Village of Westmont**

*The Progressive Village*

31 W Quincy Street, Westmont, IL 60559

Email: knicoll@westmont.il.gov

Phone: (630)981-6263

FAX: (630)968-8610

**Economic Development Department**

**Type C - Site Improvement Plan Review Comments**

Single Family Residential or Duplex Developments 3 Acres or Larger,  
 Multi-family Residential and Non-Residential Developments 1 Acre or Larger,  
 and Parcels being Developed Totalling 1 Acre or Greater for Multiple Family or Non-Residential Developments and the New Development Totals Either Individually or in the  
 Aggregate after February 15, 1992 to more than 25,000 Square Feet,  
 And All Development Affecting a Special Management Area

<b>Tracking No.:</b>		<b>Zoning:</b> B-2	<b>Review Date:</b> 05/30/2012	<b>Review No.:</b> Prelim 1	<b>Reviewed By:</b> Kim Nicoll, P.E. - Village of Westmont	<b>Project Location / Name:</b> Mercedes Benz Parking Lot Improvements - 2012 200 E Ogden Ave
<b>Wetland:</b> None on Wetland Map		<b>Floodplain:</b> Zone X	<b>Disturbed Area:</b> 48,300 SF	<b>Lot Area:</b> 244,389 SF (5.6 ac)		
<b>PRELIMINARY SITE IMPROVEMENT PLAN REVIEW COMMENTS</b>						
<b>#</b>	<b>ITEM</b>				<b>O.K.</b>	<b>COMMENT</b>
1.	Detention is required for this site per Village and County Ordinances. Detention calculations <u>must</u> be made using one of the following acceptable County methods (TR-20, TR-55, HEC-1). The required release rate is 0.1 cfs/acre, except for properties located in Area 4 (Drainage Study Map). The required release rate in Area 4 is 0.07 cfs/acre. The Village of Westmont uses a runoff coefficient of 0.95 for impervious areas, 0.80 for compacted gravel, and 0.50 for grass. Show calculations. Information regarding any existing detention for this site has been provided for your use.					A copy of the detention calculations from the Stormwater Submittal Packet for Autonation KDA/North Well has been attached for your use. From these calculations, it appears that detention storage was provided for the Village owned well site using 40% impervious. The proposed plans show more than 40% impervious for the site. Therefore, new detention calculations will be required. If you intend to provide additional detention on the Park District property, the Park District will need to be contacted. Provide written documentation, potentially a Park District Ordinance stating that the Park District agrees to additional detention being placed on their site.  RESPONSE:

<p>2. FOR FULL DETENTION WAIVERS, A DETENTION WAIVER WOULD BE REQUIRED FROM DUPAGE COUNTY, AS WELL AS, THE VILLAGE OF WESTMONT. THEREFORE, THE VILLAGE OF WESTMONT CANNOT GRANT A DETENTION WAIVER UNLESS THE COUNTY ALSO APPROVES A DETENTION WAIVER. PLEASE BE ADVISED, DETENTION SHOULD ALWAYS BE PROVIDED UNLESS IT IS PHYSICALLY UNABLE TO BE INSTALLED.</p> <p>DuPage County Variance requirements may be found under Article 16 of the DuPage County Countywide Stormwater and Flood Plain Ordinance. Please be advised that the Stormwater Administrators of all neighboring communities, as well as, Westmont, will be notified of the variance request.</p> <p>For Village of Westmont detention waivers (full or partial), all of the following requirements in <b>Sec. 34-34(e) of the Village Code</b> must be met after which the public works director may allow a waiver of the detention requirements.</p> <ol style="list-style-type: none"> <li>1. The land to be developed must not be susceptible to flooding during the base flood.</li> <li>2. The development shall be designed such that the runoff is directed to the public storm sewer and drainage system, and not onto adjacent private property.</li> <li>3. The developed detention storage is calculated to be less than five tenths acre-feet.</li> <li>4. The developed area is less than two acres for single-family developments.</li> <li>5. The developed area is less than 1.5 acres for multifamily or commercial developments.</li> <li>6. An area-wide detention basin nearby is either existing, planned, under construction, or proposed to be built, and can adequately handle the detention required for the proposed development. <i>(Prove that the existing storm sewer system can accept the increase in surface water runoff occurring from the site.)</i></li> </ol> <p>Provide engineering site improvement plans and calculations before the Planning &amp; Zoning Commission and Village Board meeting showing that these requirements are met. Provide the required detention using this method in units of gallons, as well as, ac-ft. For your information, this will need to be reviewed by one of our engineering consultants before your appearance before the P &amp; Z and the Village Board, since a County accepted method must be used to calculate the detention. Consultant Engineering Fees will be required with this preliminary submittal.</p> <p>THE RELEASE RATE OF THE SURFACE WATER RUNOFF WOULD BE INCREASED AFTER DEVELOPMENT FOR THIS OPTION.</p>	<p>For your information, please be advised that the Village of Westmont cannot grant a Detention Waiver unless the County also approves a Detention Waiver.</p> <p>A Village of Westmont Stormwater Master Plan was prepared by Christopher Burke in 2010 due to extensive flooding within Westmont in 2008. At that time a Detention Waiver Moratorium Ordinance was also put into effect. Therefore, all detention waivers must be approved by the Village Board. To prepare for a detention waiver variance before the Village, you will be required to provide Site Improvement plans and detention calculations showing that Sec. 34-34 requirements are met before your appearance before the Planning &amp; Zoning Commission and Village Board.</p> <p>For your information, your property is located within the Lake Charles Drainage Study Area as delineated by the 2010 Village of Westmont Stormwater Master Plan.</p> <p>Please let us know before the Planning &amp; Zoning Committee Meeting and Village Board Meeting if a Detention Waiver is being requested.</p> <p>RESPONSE:</p>
<p>5. For detention areas, provide the HWL for the detention facility. The HWL must be a minimum of 10 feet away from any buildings. A minimum of 1 foot of freeboard, contained on the subject property, is required for the detention facility.</p>	<p>Provide. RESPONSE:</p>
<p>6. For detention areas, outfall pipes are not allowed to outlet onto private property. It may be necessary to obtain an easement from a neighboring property, in which to place a storm sewer directed into a ROW. A Plat of Easement, showing a P.U. &amp; D.E. for the storm sewer, will need to be prepared for the neighboring property.</p>	<p>If you intend to provide additional detention on the Park District site, you will need to receive Park District approval. RESPONSE:</p>
<p>7. Follow the Village and IDOT detention setback requirements for all streets. Please find these requirements on the Village website under Economic Development Department, Site Development Permits, and then Details, Directives and Specs.</p>	<p>FYI RESPONSE:</p>
<p>10. For proposed parking lots, follow Village of Westmont Parking Standards and ADA requirements for handicap parking. The hatched portion of the handicap parking stall must be independent of any walkways provided adjacent to sidewalks accessing the parking lot and shall not be shared with an adjacent handicap parking stall. A variance will be required if Village parking stall dimensions are not followed.</p>	<p>Provide the total number of customer and employee parking stalls. One handicapped parking stall will be required for every 25 customer and employee parking stalls. RESPONSE:</p>

<p>15. Provide a drawing/diagram showing that there is sufficient turning radius, etc. in the proposed parking lot/private street that the Village's fire truck can maneuver. A detail of the Village's fire truck has been attached for your use.</p>	<p>A Fire Truck Turning Exhibit was provided. Please resubmit using the Fire Truck dimensions that can be found on the Village website under Departments; Community Development Department; Site Development Permits; Details, Directives, and Specs; Fire Truck Turning Radii. RESPONSE:</p>
<p>16. Building setback lines, matching zoning and / or variance requirements, must be shown on plans.</p>	<p>RESPONSE:</p>
<p>23. Note and show location and dimensions of all easements for the proposed development on the Plan Sheets.</p>	<p>If stormwater detention easement could not be provided at the Park District Detention Basin for some reason, or if the dimensions of the existing stormwater detention easement were to change for some reason, this would be required. RESPONSE:</p>
<p>31. Provide a snow storage location.</p>	<p>Provide. RESPONSE:</p>
<p>31. Provide a photometric parking lot light drawing. Show all lights, including landscaping lights. Where outdoor lighting is provided on any lot, the lighting fixtures shall be so designed and so located as to confine the rays of light within the boundaries of the lot. (Appendix A, Article IV, Sec. 4.15. Outdoor lighting.)</p>	<p>Provide. RESPONSE:</p>
<p>32. General Comments, if any.</p>	<p>RESPONSE:</p>
<p><b>REGULAR REVIEW COMMENTS (These comments may be addressed when the regular permit submittal is made.)</b></p>	
<p><b>ENGINEERING PERMIT DOCUMENT REVIEW</b></p>	
<p>33. A Stormwater Submittal Packet is a bound (preferably soft cover) tabbed report containing all the required information, calculations, and design for a proposed development. The packet shall consist of the following sections:  a) Tab 1 - Project Overview  b) Tab 2A &amp; 2B - Stormwater Analysis and Design  c) Tab 3A - Flood Plain Submittal. The FIRM Maps may be found at <a href="http://www.dupageco.org">www.dupageco.org</a>, when searching under the DFIRM maps.  d) Tab 3B - Flood Plain Submittal - Floodway (if applicable)  e) Tab 4 - Wetland Submittal  f) Tab 5 - Riparian Environment Submittal  g) Tab 6 - Maps  h) Tab 7 - Maintenance  i) Tab 8 - Security  j) Tab 9 - Variance (if applicable)</p>	<p>Provide. RESPONSE:</p>
<p>34. Site Improvement Plans, 24-in by 36-in size drawings, signed (with expiration date) and sealed. The site improvement plans shall consist of:  1. Proposed Grading Sheet - First sheet or following a cover sheet. Shows existing and proposed conditions. Includes side yard cross-sections. Water Quality plan information to be shown on this sheet, a Utility sheet, or a separate sheet.  2. Topographic Survey Sheet - Shows existing conditions only.  3. Standard Detail / General Notes Sheet - Shows Village of Westmont Standard Details &amp; Notes, etc.</p>	<p>If the restrictor size changes, the BMP requirements may change. Provide additional BMP information as necessary. RESPONSE:</p>
<p><b>REGULAR SITE IMPROVEMENT PLAN REVIEW COMMENTS</b></p>	
<p>42. Existing and proposed topography at a one (1) foot contour interval including spot elevations. The topographic survey shall normally extend a minimum of 100 feet or more beyond all property lines based upon the area required to determine offsite drainage patterns.</p>	<p>Provide spot elevations on the area of the proposed improvements on the topographic survey map. RESPONSE:</p>

44.	Locations and elevations of all existing building structures within 100 feet of the property.	Provide locations and T/F elevations of the existing building structures on the neighboring properties to the north. Provide T/F elevations for the existing well site buildings. Provide pavement elevations for the existing pavement adjacent to the well site buildings. RESPONSE:
48.	Temporary erosion control measures including the location of silt fencing, drainage structure protection, parkway tree protection, track mats, etc.	Provide silt fence around the entire site. RESPONSE:
52.	Retaining walls will need to include both the top and bottom elevations of the proposed wall. When the retaining wall is 3-feet or more in height, a cross-section detail of the proposed wall design, signed and sealed, by a structural engineer is required. When retaining walls are 30' or more in height handrails and/or guard rails are required.	It appears that the proposed grading along the south property line adjacent to Banco Popular is at a greater than 4:1 cross-slope. Adjust as necessary. It may be necessary to provide a retaining wall in this location. It appears that more than a 4:1 cross-slope is being proposed at the top of the proposed north property line retaining wall at the west end. Adjust as necessary. It appears that more than a 4:1 cross-slope is being proposed at the bottom of the proposed north property line retaining wall at the east end. Adjust as necessary. If the height of any proposed retaining wall exceeds 30 inches a guard rail would be required. If the height of any proposed retaining wall exceeds 36 inches, a cross-section detail of the proposed retaining wall design, signed and sealed by a structural engineer is required. RESPONSE:
61.	For proposed parking lots which provide detention, the HWM can be no higher than six (6) inches where vehicles will be located (parking stalls) and one (1) foot from the lowest point in the parking lot.	For your information. RESPONSE:
65.	Storm sewers should be sized to carry a 10-year storm. Conveyance pipes require a minimum flow rate of 3 ft/sec so pipes are self-cleaning. See Minimum Storm Sewer Slopes Table on the Village website. Their diameter should not be less than eight (8) inches. Install rip-rap at flared-end sections.	Provide storm sewer calculations. RESPONSE:
66.	An eighteen (18) inch vertical separation and ten (10) foot horizontal separation is required between any sanitary sewer, water lines, and / or storm sewer. When these separations are not possible, pipes must be encased with watermain quality pipe. When applicable, provide pipe crossing information.	RESPONSE:
70.	For detention area, provide the overflow weir, size, and location. Show an overflow weir detail. The weir must have rip-rap installed as a minimum. Calculate the Hydraulic Head, H, for the overflow weir. Ensure that it is less than the required 1 foot of freeboard.	Provide. RESPONSE:
71.	For detention areas, provide the location for the storm structure with the Stormwater Orifice. Provide the size of the stormwater orifice on the Site Improvement Plans. Minimum restrictor size of three-quarters (3/4) of an inch.	Provide. RESPONSE:
73.	For detention areas, provide a chart showing the required detention capacity vs. the proposed detention capacity on the site improvement plans. This chart must also include the proposed HWL elevation.	Provide. RESPONSE:
75.	For detention areas, RIMs of storm structures with storm sewers outfalling into the detention area, must be 0.25 feet above the HWL so that surcharging will not occur during a 100-yr rainfall event.	For your information. RESPONSE:
76.	For detention areas, note that "Stormwater facilities must be functional before Building Construction begins."	Note. RESPONSE:

<p>77. Provide a legible Village of Westmont Standard Detail / General Note Sheet as the last page of the site improvement plans. Visit the Village website to obtain Standard Details.</p>	<p>Provide the Village of Westmont Standard Detail for Detention Basins, D-11-0 and the Standard Detail for Stormwater Orifice, D-13-0 as necessary. RESPONSE:</p>
<p>78. For subdivision and commercial properties, required drainage certification included on the first sheet of the plans. Must be executed by both parties for every submittal.</p>	<p>Provide the owner's signature, as well as, the engineer's signature. RESPONSE:</p>
<p>79. Provide resubmittal documents with all necessary signatures.</p>	<p>Provide. RESPONSE:</p>
<p>80. An electronic copy of this file will be returned to the applicant / engineer. Use this electronic file to make a "Response letter" that will be submitted in a paper format in the next submittal. Provide your response to each review comment within the review comment box.</p>	<p>Provide. RESPONSE:</p>



## Plat Review Comments

TRACKING NO.:	ZONING:	REVIEW DATE:	REVIEW NO.:	REVIEWED BY:	PROJECT LOCATION / NAME / SCOPE / ZONING DESIGNATION:
	B-2	May 30, 2012	Prelim 1	Kim Nicoll, P.E.	200 E Ogden Ave – Mercedes Benz 2012 Parking Improvements
<b>PLAT OF EASEMENT REQUIRED</b>					
<b>ITEM</b>	<b>REVIEW COMMENTS (See <a href="http://www.westmont.il.gov">www.westmont.il.gov</a> for Sample Plats.)</b>				
1.	<p>O.K.</p> <p>Show location and dimensions of all easements on the plat. Side yards require a minimum 5-foot width and rear yards a minimum 10-foot Public Utility and Drainage Easement (PU &amp; DE) width. Easements are not normally required along the edge of rights-of-way. A plat is required if the required PU &amp; DEs have not been previously granted, and a Plat of Subdivision is not being proposed with said easements. Note that 7' side yard easements are required when storm sewers are located within these easements.</p>				
2.	<p>A Stormwater Detention Easement must be provided where detention is required. This easement should encompass the HWL of the detention area plus three (3) to five (5) feet to allow for some tolerance in construction.</p>				
3.	<p>A Wetland Conservation Easement needs to be granted over the limits of each wetland, wetland buffer, and all native plantings that are intended as buffer mitigation or as a BMP (Best Management Practice for water quality, such as bioswales or constructed wetlands), if applicable.</p>				
4.	<p>For detention areas, outfall pipes are not allowed to outlet onto private property. It may be necessary to obtain an easement from a neighboring property, in which to place a storm sewer directed into a ROW. A 10 foot P.U. &amp; D.E. will be required for this proposed storm sewer on the neighboring property.</p>				
5.	<p>Provide Ingress/Egress easements if necessary.</p>				
6.	<p>Provide the correct legal description for the easement.</p>				
7.	<p>Provide the pin number and common address for the subject property.</p>				
8.	<p>Provide the correct PU &amp; DE, Stormwater Detention Easement, and Wetland Conservation Easement provision wording, as applicable. Easement wording can be found on the Village website (<a href="http://www.westmont.il.gov">www.westmont.il.gov</a>) under Subdivision Plat Certificates.</p>				
9.	<p>Provide the correct signature blocks. Signature blocks can be found on the Village website (<a href="http://www.westmont.il.gov">www.westmont.il.gov</a>) under Subdivision Plat Certificates.</p>				
10.	<p>Provide surveyor's signature block stating that "this subdivision lies within the corporate limits of the Village of Westmont, which has adopted a municipal plan and is exercising the special powers authorized by Article II, Division 12 of the Illinois Municipal Code, as now or hereafter amended".</p>				
11.	<p>Provide "Return to Village of Westmont, Economic Development, etc.) block.</p>				
12.	<p>Provide surveyor's signature block allowing the Village to record the plat.</p>				

13. Once all plat review comments have been addressed, prepare an original of the plat on 24"x36" mylar or vellum quality paper.	<b>Provide.</b>
14. General comments.	



Jill Ziegler <jziegler@westmont.il.gov>

---

## Mercedes tree protection

2 messages

---

**Bob Fleck** <rFleck@wpd4fun.org>  
To: Jill Ziegler <jziegler@westmont.il.gov>

Wed, Jun 6, 2012 at 3:18 PM

Jill,

As a follow up per today's conversation and my site visit to the Mercedes/well site expansion there are 5 honeylocust trees along the south property line of the parking lot expansion that should be protected. To be more specific they are on the north lot line of the adjacent bank. These trees are in excellent condition. After reviewing the development plans there appears to be sufficient room to protect and preserve the trees while accommodating the new fence.

The other issue we discussed was the removal of existing trees. A good number of the trees are nuisance species and of poor quality while some are in better condition. Some of these species are Ash and Poplar. I have established a number of 10 trees proposed for removal that need to be replaced. This is a low number because I am not counting all the poor quality nuisance species. There may not be enough space to accommodate these extra trees. The petitioner may choose to pay the village cash in lieu of per our landscape ordinance. Please note that this is separate from the parking lot tree requirement. That was addressed in my first review.

*Robert A. Fleck*

*Superintendent of Parks and Planning*

*Westmont Park District*

*55 E. Richmond St.*

*Westmont, IL 60559*

*630.969.8080*



*Westmont Fire Department*  
HEADQUARTERS  
6015 South Cass Avenue • Westmont, IL 60559

Office (630) 981-6400  
FPB Director (630) 981-6402  
Fax (630) 829-4486



Commission on  
Fire Accreditation  
International

I.S.O. 2

DATE: June 6<sup>th</sup>, 2012  
TO: Jill Ziegler, Village Planner  
FROM: Douglas Daniels, Fire Marshal  
SUBJECT: Mercedes Benz Parking Lot Extension

After reviewing prints the Fire Department has no comments at this time. We will discuss with the water department if an additional hydrant is required for that area.

**ORDINANCE NO. 06-152**

**AN ORDINANCE APPROVING A LEASE AGREEMENT WITH WESTMONT M IMPORTS, INC. FOR VACANT VILLAGE-OWNED WELL SITE PROPERTY**

WHEREAS, the Village of Westmont is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Village of Westmont is the owner of a vacant parcel of land referred to as the Westmont well site (the "Subject Property"), which consists of a land-locked parcel immediately north of 150 E. Ogden Avenue, Westmont, Illinois, which is legally described in Exhibit "A" attached hereto: and

WHEREAS, the Subject Property is underutilized surplus property of the Village of Westmont, with the exception of the existence of a well for emergency backup water purposes; and

WHEREAS, the Subject Property is zoned B-2 and is surrounded on three sides by the Mercedes automobile dealership owned by Westmont M Imports, Inc.; and

WHEREAS, the Village of Westmont desires to lease the Subject Property to Westmont M. Imports, Inc. as this property is no longer necessary or useful to the Village of Westmont; and

WHEREAS, the Village of Westmont desires to maintain the well for emergency backup water purposes and requires easements from Westmont M Imports, Inc. in order to fully and efficiently access the well upon the Subject Property for service and maintenance purposes; and

WHEREAS, the Village of Westmont does not currently have sufficient access to the well site and water mains and therefore recognizes the substantial value in the proposed easements; and

WHEREAS, Westmont M Imports, Inc. desires to grant the necessary easements to the Village of Westmont for this purpose as part of the proposed Lease; and

WHEREAS, the Village of Westmont Corporate Authorities find that this lease is in the best interest of the Village of Westmont and desires to approve the same; and

WHEREAS, this lease is being approved pursuant to 65 ILCS 5/11-76-1, *et seq.* for a term of less than twenty years.

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

Section 1: The Lease Agreement for the Subject Property between the Village of Westmont and Westmont M Imports, Inc., a copy of which is attached hereto as Exhibit "B" is hereby approved, subject to the following:

**06-152**

- A. Such final modifications thereto as approved by the Village Attorney and Village Manager.
- B. Approval by the Village of a Site Plan and Landscaping Plan for the lessee's proposed improvements to the Subject Property and approval of a special use permit for operation of an automobile dealership upon the Subject Property.
- C. Approval and execution of the easement for ingress, egress and maintenance as provided for in the Lease Agreement.

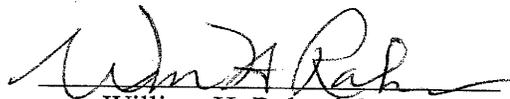
Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 3: This ordinance shall be in full force and effect after its passage, approval and recording as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois on this 21<sup>st</sup> day of August, 2006.

Ayes: 4 Nays: 0 Absent: 2

APPROVED:

  
William H. Rahn, Mayor

ATTEST:

  
Virginia Szymski, Village Clerk



06-152

EXHIBIT "A"

LEGAL DESCRIPTION

06-152

**EXHIBIT "B"**

**LEASE AGREEMENT**

06-152

## LEASE AGREEMENT

This Lease Agreement (this "Lease") is made on \_\_\_\_\_, 2006, by and between VILLAGE OF WESTMONT, a \_\_\_\_\_ (the "Landlord"), and WESTMONT M. IMPORTS, INC., a Delaware corporation (the "Tenant").

### WITNESSETH:

A. Landlord is the owner of certain real property (the "Property") located within the Village of Westmont, County of DuPage, Illinois, which Property is legally described in Exhibit A attached hereto and made a part hereof.

B. Tenant desires to lease from Landlord that certain portion of the Property which is legally described in Exhibit B attached hereto and made a part hereof (the "Premises") and Landlord desires to lease the Premises to Tenant.

Now, therefore, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

### SECTION 1 - GRANT AND CONDITION OF PREMISES

1.1 Grant of Premises. Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon the terms and conditions set forth in this Lease.

1.2 "AS IS" Condition. Except as otherwise specifically set forth herein, (i) Tenant is leasing the Premises in its "as is" condition, (ii) Landlord makes no representations or warranties, express or implied, about the condition of the Premises or the fitness of the Premises for any particular purpose, and (iii) Landlord has no obligation to make or to pay for any alterations or improvements to the Premises.

### SECTION 2 - USE AND ENJOYMENT OF THE PREMISES

2.1 Use of Premises. Tenant shall use the Premises for the parking, storage and display of motor vehicles (the "Permitted Use").

2.2 Compliance with Laws. Tenant shall comply with all applicable and lawful statutes, regulations, rules, ordinances, orders and requirements of any governmental authority having jurisdiction with respect to the Premises and Tenant's specific use thereof (collectively, the "Laws"). Tenant and Landlord shall each promptly give notice to the other if either receives from any governmental authority written notice stating that the Premises and/or Tenant's use of the Premises are in violation of the Laws.

2.3 Quiet Enjoyment. Landlord covenants that, provided that Tenant complies with the terms of the Lease, Tenant shall peaceably have, hold and enjoy the

06-152

Premises during the Term (as defined herein), without any disturbance by Landlord or anyone claiming through Landlord, subject to the terms of any mortgage, deed of trust or similar instrument to which this Lease may be subordinate.

### SECTION 3 - TERM

3.1 Lease Commencement Date. The term (the "Term") of this Lease shall be ten (10) years, shall commence on \_\_\_\_\_ (the "Lease Commencement Date"), and shall terminate on \_\_\_\_\_ (the "Lease Termination Date"), unless extended or earlier terminated as provided herein.

3.2 Extension Terms. Tenant shall have the option to extend the Term of this Lease for four (4) consecutive terms of ten (10) years each (each an "Extension Term" and collectively the "Extension Terms"). Tenant may exercise such option(s) only by providing written notice (the "Extension Notice") to Landlord of its intent to extend the Term not less than sixty (60) days prior to the Lease Termination Date or the expiration of any previously exercised Extension Term; provided, however, that Tenant shall have no right to give the Extension Notice at any time during which Tenant is in default of the Lease beyond any applicable notice and cure period. The Lease terms during any applicable Extension Term shall be the same terms as those in effect during the original Term of the Lease. Notwithstanding anything to the contrary contained in the Lease, in the event Tenant fails to timely provide the Extension Notice, Tenant's right to extend the Term shall nevertheless continue until thirty (30) days after the date Landlord gives notice to Tenant indicating that Tenant has not timely provided the Extension Notice, and Tenant may exercise the right to extend the Term at any time until the expiration of such thirty (30) day period. It is the intention of the parties to avoid the forfeiture of Tenant's right to extend the Term for the Extension Term(s) through the inadvertent failure to timely provide the Extension Notice. Accordingly, if Tenant fails to timely provide the Extension Notice and Landlord fails to give to Tenant notice of Tenant's failure to timely provide the Extension Notice, then the Term shall be automatically extended beyond the scheduled expiration of the Term on a month-to-month basis on the same terms and conditions as then in effect under the Lease, subject to (i) Tenant's right to extend the Term for the Extension Term by providing the Extension Notice and (ii) Landlord's right to place a thirty (30) day time limit on Tenant's right to extend the Term.

### SECTION 4 - ANNUAL BASE RENT; REAL ESTATE TAXES; UTILITIES

4.1 (a) Annual Base Rent. Commencing on the Lease Commencement Date, Tenant shall pay to Landlord, in lawful money of the United States of America, an annual rental of \$1.00 (the "Annual Base Rent"). The Annual Base Rent for the first year of the Term shall be paid on or before the Lease Commencement Date. The Annual Base Rent for each following year of the term shall be paid on or before the annual anniversary of the Lease Commencement Date. The Annual Base Rent shall be paid in addition to and over and above all other payments to be made by Tenant herein.

06-152

(b) Rent. Tenant shall also pay to Landlord any applicable sales or other taxes due with respect to Annual Base Rent, as well as any applicable sales or other taxes due with respect to any other payments required to be made by Tenant in connection with this Lease. Annual Base Rent, sales taxes and any other payments required to be made by Tenant to Landlord pursuant to the terms of this Lease are referred to collectively as "Rent."

4.2 Prorations. If any payments, rights or obligations hereunder (whether relating to payment of Rent or to any other provision of this Lease) relate to a period of time in part before the Lease Commencement Date or in part after the Lease Termination Date, appropriate adjustments and prorations shall be made.

4.3 Taxes.

(a) Tenant shall be responsible for the payment of all real property taxes and assessments ("Real Estate Taxes") levied against the Premises by any governmental or quasi-governmental authority applicable to the Term. Such Real Estate Taxes shall be prorated for any partial tax year during which the Term operates. Real Estate Taxes shall include any and all taxes, assessments and other charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, presently existing or not, which shall be levied against the Premises. Real Estate Taxes shall exclude any income, excess profits, single business, inheritance, succession, transfer, franchise, capital or other tax assessments upon Landlord or Landlord's interest in the Premises.

(b) Upon receipt of a copy of any Real Estate Tax bill, Landlord shall promptly forward to Tenant (i) a copy of the bill and (ii) a statement indicating Tenant's pro rata portion of the Real Estate Tax bill, which pro rata portion shall be calculated by dividing the square footage of the Premises by the square footage of the larger tax parcel and multiplying by the amount of the Real Estate Tax bill to Tenant. If the Real Estate Tax bill relates to a period of time in part before the Lease Commencement Date or in part after the Lease Termination Date, appropriate adjustments and prorations shall be made. Tenant shall remit all payments for Real Estate Taxes to the Landlord within thirty (30) days following Tenant's receipt of the items described in the foregoing items (i) and (ii).

(c) Tenant, at its sole cost and expense, shall have the right to contest the amount or validity, in whole or in part, of any tax that Tenant is required to pay, by appropriate proceedings diligently conducted in good faith. As a condition of such contest, Tenant shall pay such amounts and/or post such security as Landlord reasonably requires in order to protect the Premises against loss or forfeiture. Landlord shall not be required to join in any contest or proceedings unless the provisions of any applicable law or regulations require that the proceedings be brought by or in the name of Landlord. However, Landlord agrees to join in the proceedings or permit them to be brought in its name provided that (i) Landlord shall not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings, and (ii) Tenant shall indemnify Landlord against and save Landlord harmless from any costs and expenses in this regard.

06-152

4.4 Utilities. Tenant shall obtain and promptly pay for all electricity, water, gas, telephone, trash disposal and other utilities and services necessary for the Premises. Landlord shall have no obligation to provide any utilities to the Premises or to pay for any utilities used in the Premises.

4.5. Triple Net Nature of Lease. It is the express understanding and agreement of Landlord and Tenant that this Lease is a "triple net" lease and that, except as otherwise set forth herein, all costs, expenses and/or obligations of any kind or nature whatsoever relating to the Premises and Tenant's use of the Premises shall be paid by Tenant, without cost or obligation of any type whatsoever to Landlord.

#### SECTION 5 - MAINTENANCE AND REPAIRS

5.1 Maintenance, Repairs and Replacement by Tenant. Except as expressly provided otherwise in this Lease, Tenant shall, throughout the Term, perform all maintenance and repairs necessary to keep the Premises and all improvements (if any) in good order, condition and repair and in compliance with applicable Laws and any insurance policy covering the Premises.

5.2 No Repairs and Replacement by Landlord. Landlord shall not be obligated to make any repairs or replacements of any kind with respect to the Premises.

#### SECTION 6 - ALTERATIONS; LIENS; SIGNAGE

6.1 Alterations. Tenant shall not make any alterations to the Premises without Landlord's prior written consent, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, Landlord acknowledges that (i) Tenant has advised Landlord that Tenant intends to make various paving, fencing and lighting improvements to the Premises, (ii) Landlord has reviewed Tenant's proposed plans for such paving, fencing and lighting improvements, and (iii) Landlord consents to Tenant's proposed paving, fencing and lighting improvements. Any alterations made by Tenant shall be made in accordance with applicable Laws. Landlord agrees to use reasonable efforts to assist Tenant in obtaining any governmental or other approvals necessary to make alterations on the Premises.

6.2 Liens. Landlord's interest in the Premises shall not be subject to liens for improvements made by or on behalf of Tenant. Nothing contained in this Lease shall be construed as Landlord's consent to subject Landlord's estate in the Premises to any lien or liability under applicable Laws. Tenant covenants and agrees with Landlord that (i) Tenant will not permit or suffer to be filed or claimed against the interest of the Landlord in the Premises during the Term any lien or liens of any kind by any person claiming under, by, through or against the Tenant, and (ii) if any such lien is claimed or filed, it shall be the duty of the Tenant, within thirty (30) days after the claim of lien or suit claiming a lien has been filed, to cause the Premises to be released from such claim, through payment, bonding or other method acceptable to Landlord. In the event that

06-152

Tenant does not release or discharge the lien within said thirty (30) day period, then Landlord may, in addition to any other remedy Landlord may have, take such actions necessary to discharge or release such claim of lien and Tenant shall reimburse Landlord upon demand for any costs incurred by Landlord in discharging or releasing such lien.

6.3 Signage. Tenant, at Tenant's sole cost and expense, has the right to install such signage on the Premises as Tenant may deem necessary or appropriate, subject to applicable governmental approvals. Landlord agrees to reasonably cooperate with Tenant in filing any required signage application, permit and/or variance for Tenant's signage.

## SECTION 7 – INSURANCE AND INDEMNIFICATION

7.1 Types of Insurance. Tenant shall, at its own cost and expense, throughout the Term, carry insurance comparable in types and amounts to the insurance that would be carried by a reasonably prudent person owning property similar to the Premises, including without limitation, liability and casualty property insurance. Such liability insurance shall include commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. Such property insurance shall provide coverage for the replacement cost of any improvements to the Premises (provided, however, that if the Lease is terminated and Landlord is entitled to the insurance proceeds as set forth in Section 8.1, then the value of the insurance proceeds shall be limited to the actual cash value of the improvements to the Premises). All companies providing insurance coverage as required herein shall be good and responsible companies authorized to engage in the business of providing insurance coverage in the State of Illinois. Landlord acknowledges and agrees that Lloyd's of London is such a company. Tenant shall provide Landlord with copies of the certificate(s) of insurance evidencing the necessary coverage prior to the Lease Commencement Date and at such other times as reasonably requested by Landlord. Notwithstanding anything to the contrary contained in this Lease, Landlord agrees that Tenant shall have the right to provide any or all of the insurance coverages required by this Lease through "blanket" policies or through an insurance program maintained by Tenant and/or AutoNation, Inc., a Delaware corporation ("AutoNation") which combines insurance and self-insurance components determined by Tenant and/or AutoNation at its/their sole discretion

7.2 Landlord's Right to Obtain Insurance. In the event that Tenant fails to procure or maintain the insurance required hereunder within fifteen (15) days following written notice from Landlord indicating Tenant's failure to procure or maintain the required insurance, then Tenant shall be in default under this Lease. In addition to any other remedies available at law or in equity, Landlord may, at Landlord's election, procure the required insurance and Tenant shall pay Landlord's costs and expenses in obtaining such insurance with the next due monthly installment of Rent. Notwithstanding the foregoing, it is expressly covenanted and agreed that payment by Landlord of any such insurance premium shall not be deemed to waive or release any of Tenant's obligations with respect to insurance.

06-152

7.3 Use of Insurance Proceeds. Except as otherwise specifically set forth herein, any insurance proceeds recovered by reason of damage to or destruction of improvements on the Premises shall be made available to Tenant to repair, restore or replace the improvements so damaged or destroyed.

7.4 Subrogation. Landlord and Tenant shall each obtain standard waivers of subrogation rights under all policies of insurance covering the Premises during the Term.

7.5 Indemnification.

(a) Tenant shall indemnify, defend and hold harmless Landlord from and against any and all losses, claims, suits, damages, judgments, penalties and liabilities to the extent caused by (i) Tenant's use of, or operations in, the Premises, (ii) any negligence or willful misconduct by Tenant or Tenant's employees or agents, and (iii) any default by Tenant under the terms of this Lease; provided, however, that the foregoing indemnity shall not apply to the extent that any such losses, claims, suits, damages, judgments, penalties or liabilities are related to the negligence or willful misconduct of Landlord or Landlord's employees or agents.

(b) Landlord shall indemnify, defend and hold harmless Tenant and AutoNation from and against any and all losses, claims, suits, damages, judgments, penalties and liabilities to the extent caused by (i) Landlord's use of, or operations in, the Property, (ii) any negligence or willful misconduct by Landlord or Landlord's employees or agents, and (iii) any default by Landlord under the terms of this Lease; provided, however, that the foregoing indemnity shall not apply to the extent that any such losses, claims, suits, damages, judgments, penalties or liabilities are related to the negligence or willful misconduct of Tenant or Tenant's employees or agents.

#### SECTION 8 - CASUALTY OR CONDEMNATION

8.1 Damage or Destruction. If the Premises (or any portion thereof) is damaged to an extent which materially affects Tenant's ability to continue to use the remainder of the Premises for the purposes set forth herein, or which renders the Premises untenable, Tenant may, in its sole discretion, elect to (i) repair or restore the improvements, (ii) construct new improvements or (c) terminate this Lease without additional liability to either party. If Tenant elects to repair or restore the improvements or to construct new improvements, then Tenant shall promptly and diligently complete such repair, restoration or construction. If Tenant elects to terminate this Lease, Tenant shall so notify Landlord within sixty (60) days after the damage occurs, whereupon Landlord shall be entitled to all proceeds of insurance and right of recovery against insurers covering such damage.

8.2 Condemnation. If any portion of the Premises which materially affects Tenant's ability to continue to use the remainder of the Premises for the purposes set forth herein, or which renders the Premises untenable, is taken by right of eminent domain or by condemnation, or is conveyed in lieu of any such taking, then this Lease

06-152

may be terminated at the option of Tenant. Such option shall be exercised by Tenant giving notice to Landlord of such termination within thirty (30) days after such taking or conveyance; whereupon this Lease shall forthwith terminate and the Rent shall be duly apportioned as of the date of such taking or conveyance. Upon such termination, Tenant shall surrender to Landlord the Premises and all of Tenant's interest therein, and Landlord may re-enter and take possession of the Premises or remove Tenant therefrom. If any portion of the Premises is taken which does not materially affect Tenant's right to use the remainder of the Premises for the purposes set forth herein, this Lease shall continue in full force and effect; provided, however that (i) Landlord shall restore the Premises to the same condition as existed prior to the taking (to the extent reasonably possible) and (ii) the Rent shall be equitably prorated. In the event of taking or conveyance as described herein, Landlord shall receive the entire amount of any award made for such taking or conveyance; provided, however, that Tenant shall have the right to make a separate claim for loss of business value, for relocation expenses and/or for other applicable losses as long as such claim does not reduce the amount of Landlord's claim for the value of the Premises. Landlord and Tenant shall reasonably cooperate with one another in making claims for condemnation awards.

#### SECTION 9 - ASSIGNMENT AND SUBLETTING

9.1 Assignment by Landlord. Landlord may, at any time and in its sole discretion, transfer all or a portion of its interest in the Premises or assign this Lease or any interest therein.

9.2 Assignment and Subletting by Tenant. Tenant shall not, without Landlord's prior written consent, which consent shall not unreasonably be withheld, assign this Lease, sublet all or any portion of the Premises or otherwise transfer any interest in this Lease. Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign this Lease, sublet all or any portion of the Premises or otherwise transfer any interest in this Lease to (i) any entity which is a subsidiary of AutoNation or which is under common control of Tenant or (ii) any person or entity which acquires (whether by asset purchase, stock purchase or otherwise) Tenant or the business for which the Premises is being used. In the event that Landlord consents to an assignment, sublease or other transfer, then Tenant shall be released from any liability under the Lease accruing after the effective date of the assignment, sublease or other transfer.

#### SECTION 10 - DEFAULT AND REMEDIES

10.1 Events of Default (Tenant) and Remedies (Landlord). Tenant shall be in default of this Lease if Tenant fails to perform any obligation under this Lease and such failure continues for a period of twenty (20) days following written notice from Landlord to Tenant of such failure (provided, however, that if such failure is of a type that cannot reasonably be cured within such twenty (20) day period and Tenant commences the cure within the twenty (20) day period and diligently prosecutes the cure to completion, then Tenant shall have an additional reasonable period of time to complete the cure); or (c) Tenant makes an assignment for the benefit of its creditors or is the subject of any

06-152

voluntary or involuntary bankruptcy or insolvency action and fails to obtain a vacation or dismissal of such action within ninety (90) days after the commencement of the action. In the event that Tenant is in default under this Lease, then Landlord shall have any and all of the remedies available at law or in equity.

10.2 Events of Default (Landlord) and Remedies (Tenant). Landlord shall be in default of this Lease if Landlord fails to perform any covenant, condition, agreement or provision contained herein and such failure continues for a period of twenty (20) days following written notice from Tenant to Landlord of such failure (provided, however, that if such failure is of a type that cannot reasonably be cured within such twenty (20) day period and Landlord commences the cure within the twenty (20) day period and diligently prosecutes the cure to completion, then Landlord shall have an additional reasonable period of time to complete the cure). In the event that Landlord is in default under this Lease, then Tenant shall have any and all of the remedies available at law or in equity.

## SECTION 11 - HAZARDOUS MATERIALS

11.1 Hazardous Materials. Landlord represents and warrants to Tenant that the Premises have not been, and currently are not, in violation of any state, local or federal laws, rules, regulations, policies, guidances and orders pertaining to environmental or public health matters, as the same may be amended, interpreted or supplemented from time to time (collectively, the "Environmental Laws"). Tenant shall not use the Premises in any manner which is in violation of any Environmental Laws. If Tenant causes an unauthorized release of any substance considered hazardous or toxic by any Environmental Laws ("Hazardous Materials"), at or from the Premises, Tenant shall immediately notify Landlord and shall promptly take all action necessary (including without limitation, repair, clean-up, investigation, removal, remediation or abatement, and the preparation of any closure plan or other required plans), at Tenant's sole expense, to remove and clean up any such Hazardous Materials and to return the Premises to the condition that existed before the release of such Hazardous Materials. Tenant, at Tenant's sole expense, shall promptly report, investigate, remediate and take all other corrective actions necessary to ensure that Tenant's use of the Premises complies with all applicable Environmental Laws. Landlord and Tenant shall immediately notify each other if either receives notice from any governmental or quasi-governmental agency indicating the presence or suspected presence of Hazardous Materials at the Premises, whether or not such presence or suspected presence was caused by Tenant. Tenant shall indemnify, defend and hold harmless Landlord, its directors, officers, employees, agents and lenders from and against any and all losses, claims, suits, damages, judgments, penalties and liabilities related to (i) the use, generation, storage, release or threatened release or disposal of Hazardous Materials by Tenant, its employees, agents and contractors, and (ii) any violation of the provisions of this Section 11 by Tenant, its employees, agents and contractors. Notwithstanding the foregoing, this indemnification obligation of Tenant does not extend to any repair, clean-up, investigation, removal, remediation or abatement of Hazardous Materials (i) which were present on, under or in the Premises on or before the Lease Commencement Date or (ii) which were placed on

06-152

the Premises by any party other than Tenant, its employees, agents or contractors, and Landlord shall indemnify, defend and hold harmless Tenant, AutoNation, and their respective directors, officers, employees, agents and lenders from and against any and all losses, claims, suits, damages, judgments, penalties and liabilities related to any repair, clean-up, investigation, removal, remediation or abatement of Hazardous Materials (i) which were present on, under or in the Premises before or on the Lease Commencement Date or (ii) which were placed on the Premises by any party other than Tenant, its employees, agents or contractors. The provisions of this Section 11 shall survive the expiration or sooner termination of this Lease.

SECTION 12 - OTHER PROVISIONS

12.1 Subordination, Non-Disturbance and Attornment. This Lease shall be subordinate to any mortgage or deed of trust now or hereafter placed upon the Premises and to any and all advances made under any mortgage or deed of trust and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that the holder of any such mortgage or deed of trust shall agree that it shall not disturb Tenant's possession of the Premises so long as Tenant is not in default of the Lease. In the event that any holder of a mortgage or deed of trust succeeds to Landlord's interest in the Premises, then Tenant shall attorn to such holder and recognize such holder as the landlord under this Lease. Tenant agrees to execute such reasonable documents as may be further required to evidence such subordination and/or attornment.

12.2 Estoppel Certificates. Within fifteen (15) days following written request by the other party, Landlord or Tenant (as applicable) agrees to execute and return to the other party an estoppel certificate containing such statements regarding the Lease as the requesting party reasonably requests. In the event either party fails to timely provide any such estoppel certificate, such failure shall be a default under the Lease.

12.3 Notices. All notices, requests, demands or other communications which are required or permitted to be served or given hereunder ("Notices") shall be in writing and shall be sent either by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service providing evidence of delivery (e.g. FedEx or DHL), to the appropriate party at the following addresses: (i) to Landlord at \_\_\_\_\_

\_\_\_\_\_, or (ii) to Tenant at 110 S.E. 6th Street, 17th Floor, Ft. Lauderdale, Florida 33301, Attn: Corporate Real Estate Services, with a copy to AutoNation, Inc., 110 S.E. 6th Street, 20th Floor, Ft. Lauderdale, Florida 33301, Attn: Real Estate/Legal Department. Notices shall be deemed given when sent in accordance herewith. Either party may change its address for all subsequent Notices by providing Notice of such changes as set forth herein.

12.4 Surrender at End of Term / Holding Over. Upon the end of the Term, whether by natural expiration or otherwise, Tenant shall surrender the Premises to Landlord and deliver the same broom clean, in good order and repair, reasonable wear and tear and damage due to casualty excepted. In the event that Tenant shall fail to

06-152

deliver possession to Landlord at the end of the Term, Tenant shall be deemed to be a tenant at sufferance and shall pay to Landlord each month one hundred twenty-five percent (125%) of the monthly Rent applicable to the final month of the Term.

12.5 Remedies to Be Cumulative. No remedy conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at common law or by statute. Every power and remedy given Landlord or Tenant may be exercised from time to time and as often as occasion may arise or may be deemed expedient.

12.6 Real Estate Brokers. Landlord warrants to Tenant that it has not employed any brokers or agents with respect to this Lease and that Landlord is not required to pay compensation to any broker or agent in connection with this Lease. Landlord agrees to indemnify and hold Tenant harmless from any violation of the foregoing sentence. Tenant warrants to Landlord that it has not employed any brokers or agents with respect to this Lease and that Tenant is not required to pay compensation to any broker or agent in connection with this Lease. Tenant agrees to indemnify and hold Landlord harmless from any violation of the foregoing sentence.

12.7 Waiver of Jury Trial. Landlord and Tenant waive trial by jury in any action or proceeding brought by either of the parties hereto against the other or on any counterclaim in respect thereof on any matters whatsoever arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage under this Lease.

12.8 No Partnership. Landlord and Tenant are not partners, joint venturers or other associates with respect to this Lease and shall at all times be considered independent entities having the relationship of landlord and tenant only.

12.9 Non-Waiver. No failure by Landlord or Tenant to insist upon the performance of any covenant, agreement, provision or condition of this Lease or to exercise any right or remedy, and no acceptance of full or partial rent during the continuance of any such default, shall constitute a waiver of any such default or of such covenant, agreement, provision, or condition. No waiver of any default shall affect or alter this Lease, but each and every covenant, agreement, provision and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default hereunder.

12.10 Gender and Number. Words of any gender used in this Lease shall be held to include the other gender, words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the sense requires.

06-152

12.11 Captions. The captions, titles and headings in the Lease are inserted only for convenience and they are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provisions to which they refer.

12.12 Governing Law and Venue. This Lease is made pursuant to, and shall be governed by and construed in accordance with, the laws of the State of Illinois, without regard to any conflicts of laws provisions. Venue for any action related to this Lease shall be in DuPage County, Illinois.

12.13 Successors and Assigns. The covenants, conditions and agreements in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

12.14 Amendment. This Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties hereto or their respective successors in interest. Any agreement hereafter made shall be ineffective to change, modify or discharge this Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

12.15 Lien. Landlord hereby waives any statutory or common law rights it may have granting Landlord a lien on Tenant's furniture, fixtures, supplies, equipment and inventory.

12.16 Attorney's Fees. In the event that at any time either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the nonprevailing party in such action or proceeding agrees to reimburse the prevailing party for the reasonable expenses of attorney's fees and paralegal fees and disbursements incurred therein by the prevailing party. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post judgment proceedings.

12.17 Entire Agreement. This Lease contains the entire agreement between the parties concerning the matters set forth herein. Further, this Lease supercedes any and all prior understandings and/or agreements with respect to the Premises that may have been entered into by the parties.

12.18 Force Majeure. Any prevention, delay or stoppage due to strikes, lock-outs, inclement weather, labor disputes, inability to obtain labor, materials, fuels or reasonable substitutes therefore, governmental restrictions, regulations, controls, action or inaction, civil commotion, fire or other acts of God, and other causes beyond the reasonable control of the party obligated to perform (except financial inability) shall excuse the performance, for a period equal to the period of any said prevention, delay or stoppage, of any obligation hereunder, except the obligation of Tenant to pay Rent or any other sums due hereunder.

06-152

12.19 Landlord's Execution of the Lease. Landlord warrants that (i) Landlord has full right and power to execute and deliver this Lease without the consent or agreement of any other person or entity, (ii) the person executing this Lease on behalf of Landlord has the authority and power to execute and deliver this Lease on behalf of Landlord, and (iii) this Lease is the legal, binding obligation of Landlord.

12.20 Tenant's Execution of the Lease. Tenant warrants that (i) Tenant has full right and power to execute and deliver this Lease without the consent or agreement of any other person or entity, (ii) the person executing this Lease on behalf of Tenant has the authority and power to execute and deliver this Lease on behalf of Tenant, and (iii) this Lease is the legal, binding obligation of Tenant.

### SECTION 13 – WELL SITE / ACCESS AND EASEMENTS

13.1 Landlord's Well Site. Landlord currently uses the Property as a well site which provides water services for Landlord and neighboring communities. The Property includes various improvements and equipment operated in connection with the well site. The Premises is intended to include only the non-improved portions of the Property and shall not include the improvements or equipment used in connection with the well site. The portion of the Property which is excluded from the Premises shall be referred to as the "Landlord's Well Site." Nothing in this Lease is intended to prevent Landlord from continuing to maintain and operate the various improvements and equipment located in the Landlord's Well Site and Landlord shall be solely responsible for the maintenance and operation of the various improvements and equipment located in the Landlord's Well Site. Landlord currently expects to need only (i) quarterly access to the Landlord's Well Site in order to perform regular maintenance on the improvements and equipment and (ii) annual access to the Landlord's Well Site in order to test and flush out the system to a catch basin on adjacent property owned by Tenant. Tenant agrees to grant Landlord such quarterly and annual access to the Landlord's Well Site through the area identified as "Landlord's Access Area" on Exhibit C attached hereto and made a part hereof. In addition, Tenant agrees to grant such other reasonable access to the Landlord's Well Site as requested by Landlord, provided that Landlord's access to the Landlord's Well Site shall not unreasonably interfere with Tenant's business operations.

13.2 Easements. Tenant is the current owner of real property located adjacent to the Property on the North, South and East boundaries of the Property. Landlord desires to obtain from Tenant, and Tenant agrees to provide for Landlord, (i) a waterline easement across Tenant's adjacent property and (ii) an access easement across Tenant's adjacent property (collectively, the "Easements"). The approximate locations of the Easements are shown graphically on Exhibit C and the exact locations shall be determined by Landlord and Tenant. Tenant agrees to execute documents (in form satisfactory to both Landlord and Tenant) necessary to grant the Easements to Landlord and to deliver such documents to Landlord when this Lease is fully executed by Landlord and Tenant.

[The remainder of this page is intentionally left blank.]

06-152

Signatures are on the following page.]

06-152

In witness whereof, on the day and year first above written, Landlord and Tenant have duly executed this Lease.

Signed, sealed and delivered in the presence of:

LANDLORD:

VILLAGE OF WESTMONT, a unit of local government located in DuPage County, Illinois

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Print Name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

TENANT:

WESTMONT M. IMPORTS, INC., a Delaware corporation

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Print Name: \_\_\_\_\_

06-152

N:\Construction Issues\Mercedes of Westmont, IL\Lease with Village of Westmont.doc

06-152

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

06-152

EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

06-152

EXHIBIT C

ACCESS AND EASEMENT LOCATIONS

06-152

**PLANNING AND ZONING COMMISSION  
NOTICE OF PUBLICATION**

NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, June 13, 2012 at 7:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 60559.

The purpose of the hearing is to consider a request from Mark Provost regarding the property located at 823 South Wilmette Avenue, Westmont, IL 60559 for the following:

- (A) Zoning Code Variance Request to permit lot coverage greater than the 35% maximum allowed in the R-3 Single Family Detached Residence District for the purpose of constructing rear yard patios and a driveway.

**Legal Description:**

LOT 12 IN FITZPATRICK SUBDIVISION, BEING A RESUBDIVISION OF THE EAST HALF OF LOT 18 AND THE SOUTH 265 FEET OF THE WEST HALF OF LOT 19 IN BRANIGAR BROS. 55TH STREET FARMS, A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID FITZPATRICK SUBDIVISION RECORDED SEPTEMBER 28, 1992 AS DOCUMENT R92-182613, DUPAGE COUNTY, ILLINOIS.

P.I.N. 09-15-301-040

More Common Location: 823 South Wilmette Avenue, Westmont, IL 60559

Village Code(s) Applicable: Appendix "A", Section 6.04 (D)  
Appendix "A", Section 13.07

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact Mr. R. R. Searl ADA Compliance Officer, 9:00 A.M. to 5:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6200 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting.

All interested persons in attendance will be allowed to express their views.

WESTMONT PLANNING AND ZONING COMMISSION  
Ed Richard Chairperson

May 30, 2012  
Suburban Life Publications 8921 WSM

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR B HOME FINANCE LLC, PLAINTIFF,

-vs-  
OKSANA PECZULIS; ANTONI PECZULIS; VILLAGE OF WESTMONT, A CORPORATION; ING BANK, FSB S/III TO NETBANK; DEFENDANTS

**NOTICE OF SHERIFF'S SALE**

Public Notice is hereby given that pursuant to a Judgment entered in th 2012;

John E. Zaruba, Sheriff, 501 N. County Farm Rd., Wheaton, IL 60187, DuPage County Sheriff's Office, sell to the highest bidder for cash (ten) the balance within twenty-four (24) hours, the following described p Illinois.

Said sale shall be subject to general taxes, special assessments or s estate and any prior liens or 1st Mortgages. The subject property is offer as to quality or quantity of title or recourse to Plaintiff.

Upon the sale being held and the purchaser tendering said bid in cash c be issued and/or a Certificate of Sale as required, which will entitle the p of said sale by the Court. Said property is legally described as follows:

LOT 2 IN BLOCK 5 IN BARBARA DUDEK'S RESUBDIVISION BEING 30, INCLUSIVE, 33 TO 37, INCLUSIVE, AND THE SOUTH 260.73 F BLOCK 3 OF ARTHUR T MCINTOSH'S FAIRMOUNT PARK SUBDIVIS OF REITMAYER'S RESUBDIVISION, ALL BEING A PART OF THE W OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 11, EAST OF 1 ACCORDING TO THE PLAT OF SAID BARBARA DUDEK'S RESUBDIV 1928 AS DOCUMENT 251754, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 205 South Cass Avenue, Westmont, IL 60559

Permanent Index No.: 09-10-310-002

Improvements: Residential

Structure UNKNOWN, Units UNKNOWN, Bedrooms UNKNOWN, Garage Bathrooms UNKNOWN, Other UNKNOWN

The property will NOT be open for inspection prior to the sale. The judg Prospective purchasers are admonished to check the court file and title re Christopher A. Cieniawa, Fisher and Shapiro, LLC, Attorneys for Plaintiff 2121 Waukegan Road, Suite 301, Bannockburn, IL 60015. Attorney No: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATI THAT PURPOSE. PLEASE BE ADVISED THAT IF YOUR PERSONA BEEN EXTINGUISHED BY A DISCHARGE IN BANKRUPTCY OR B RELIEF FROM STAY, THIS NOTICE IS PROVIDED SOLELY T REMAINING ON YOUR PROPERTY AND IS NOT AN ATTEMPT PERSONAL OBLIGATION. I436494

May 23, 30, 2012 June 6, 2012  
Suburban Life Publications 8673 WSI

**LEGAL NOTICE / PUBLIC NOTICE  
VILLAGE OF WESTMONT  
PLANNING AND ZONING COMMISSION  
NOTICE OF PUBLICATION**

NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, June 13, 2012 at 7:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 60559

The purpose of the hearing is to consider a request from Thomas J. McCabe of Spaceco, Inc. with Mercedes Benz of Westmont, regarding the property located at 200 East Ogden Avenue Westmont, IL 60559 for the following:

- (A) Zoning Code Variance Request to reduce the required setbacks for a landlocked lot t approximately 6' in the B-2 General Business District for the purpose of constructing parking lot addition.
- (B) Site and landscaping plan approval.

**Legal Description:**

LOT 1 IN FORREST SUBDIVISION, BEING A RESUBDIVISION OF THAT PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 2008 AS DOCUMENT NO. R2008-015855 IN DUPAGE COUNTY, ILLINOIS

LOT 2 IN OAKWOOD WELL SITE SUBDIVISION, BEING A RESUBDIVISION OF THAT PART OF SECTION 3, TOWNSHIP 38 NORTH, 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 2002 AS DOCUMENT NO. R2002-228445 IN DUPAGE COUNTY, ILLINOIS.

PIN's: 09-31-105-049 and 09-03-105-048

More Common Location: 200 East Ogden Avenue, Westmont, IL 60559

Village Code(s) Applicable: Appendix "A", Article 7.05  
Appendix "A", Section 7.02(E)  
Appendix "A", Section 13.07

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact Mr. R. R. Searl ADA Compliance Officer, 9:00 A.M. to 5:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6200 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting.

All interested persons in attendance will be allowed to express their views.

WESTMONT PLANNING AND ZONING COMMISSION  
Ed Richard Chairperson

May 30, 2012  
Suburban Life Publications 8924 WSM

**LEGAL NOTICE / PUBLIC NOTI  
VILLAGE OF WESTMONT  
PLANNING AND ZONING COMMIS  
NOTICE OF PUBLICATION**

NOTICE IS HEREBY GIVEN that a public hearing has been. Planning and Zoning Commission to be held on Wednesday, J Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 6055

The purpose of the hearing is to consider a request from Don Westmont regarding the property at 500 East Ogden Avenu following:

- (A) Zoning Code Variance Request to permit parking in the re

**Legal Description:**

**PARCEL 1:**

LOT 18 (EXCEPT THE WEST 288.82 FEET AND THE NOF (EXCEPT THE NORTH 37.44 FEET OF THE EAST 45.00 FEI AND THE WEST 243.82 FEET) SITUATED IN OAKWOOD TWO, A SUBDIVISION IN THE NORTH 1/2 OF SECTION 3, 11. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCOR RECORDED MAY 17, 1972 AS DOCUMENT R72-26017, IN DU

**PARCEL 2:**

LOT 1 IN THE RESUBDIVISION OF LOT 17 IN OAKWOOD II BEING A SUBDIVISION OF PART OF SECTION 3, TC 11, EAST OF THE THIRD PRINCIPLE MERIDIAN. ACCOR RECORDED NOVEMBER 3, 1977 AS DOCUMENT R77-1 ILLINOIS.

P.I.N. 09-03-207-023

More Common Location: 500 East Ogden Avenue, Westmo

Village Code(s) Applicable: Appendix "A", Section 4.05(E)(20)  
Appendix "A", Section 13.07

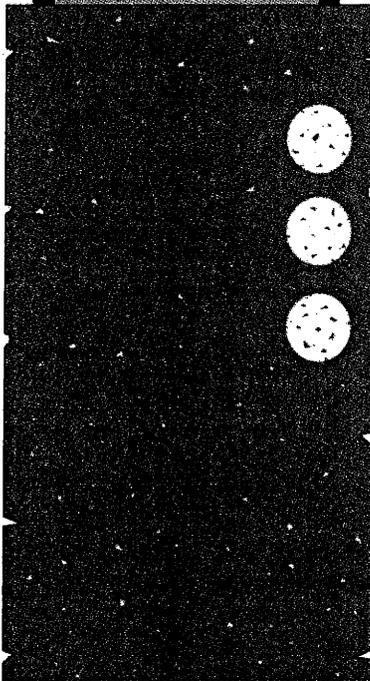
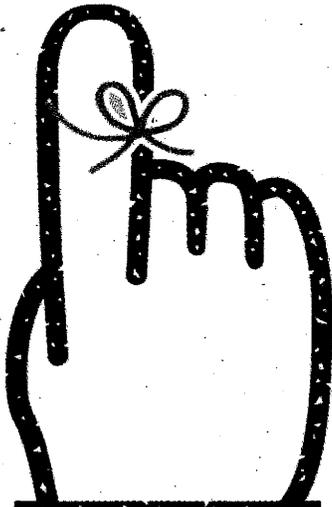
Note: Any person who has a disability requiring a reasonable the meeting should contact Mr. R. R. Searl ADA Compliance Monday through Friday, Village of Westmont, Illinois, 60559 voice, or (630) 981-6300 TDD, within a reasonable time before t

All interested persons in attendance will be allowed to express th

WESTMONT PLANNING AND ZONING COMMISSION  
Ed Richard Chairperson

May 30, 2012  
Suburban Life Publications 8923 W

# DN'T RGET



Suburban Life  
**668-1133**  
 suburbanlife.com

3	5	9	4	6	1	8	7	2
8	1	7	5	3	2	6	4	9
2	4	6	7	8	9	1	3	5
4	3	1	8	5	6	2	9	7
5	6	8	9	2	7	3	1	4
7	9	2	1	4	3	5	6	8
6	8	3	2	9	4	7	5	1
9	7	5	3	1	8	4	2	6
1	2	4	6	7	5	9	8	3

GHNS #1289

**880** Legal Notices

**880** Legal Notices

**LEGAL NOTICE / PUBLIC NOTICE**

**PUBLIC NOTICE OF DETERMINATION OF PREVAILING RATE OF WAGES**

The Board of Trustees of the Village of Westmont has, by Ordinance No. 12-89, determined the prevailing rate of wages to be paid on all public works projects as required by the Prevailing Wage Act of the State of Illinois.

The determination is effective as of **May 21, 2012**, and is available for public inspection in the Office of the Village Clerk, 31 West Quincy Street, Westmont, Illinois.

May 30, 2012  
 Suburban Life Publications 8839 WSM

**LEGAL NOTICE / PUBLIC NOTICE**

**VILLAGE OF WESTMONT  
 PLANNING AND ZONING COMMISSION  
 AGENDA**

The Village of Westmont Planning and Zoning Commission will hold its regular meeting on Wednesday, June 13, 2012 at 7:00 P.M., at the Westmont Village Hall, 31 West Quincy Street, Westmont, Illinois 60559.

- (1) Call to Order
- (2) Roll Call
- (3) Pledge of Allegiance
- (4) Swearing-in of testifying attendees and reminder to sign in
- (5) Reminder to silence all electronic devices
- (6) Approval of Minutes of the April 11, 2012 and May 9, 2012 meetings
- (7) Open Hearing

New Business

**PZ 12-016 Joseph Evan, representing Deema Yazeji regarding the property located at 224 Willard Place, Westmont, IL 60559 for the following:**

- (A) Zoning Code Variance Request to allow the construction of an addition on a lot of substandard width in the R-3 Single Family Detached Residence District.
- (B) Zoning Code Variance Request to allow an addition on a lot of substandard area in the R-3 Single Family Detached Residence District.

**PZ 12-021 Mark Provost regarding the property located at 823 South Wilmette Avenue, Westmont, IL 60559 for the following:**

- (A) Zoning Code Variance Request to permit lot coverage greater than the 35% maximum allowed in the R-3 Single Family Detached Residence District for the purpose of constructing rear yard patios and a driveway.

**PZ 12-022 Joe Fitzpatrick of VanBruggen Signs with Fifth Third Bank, regarding the property located at 640 Pasquinelli Drive, Westmont, IL 60559 for the following:**

- (A) Zoning Code Variance Request to increase the number of allowable signs.

**PZ 12-023 Don DeLeonardis of McGrath Lexus Westmont regarding the property at 500 East Ogden Avenue, Westmont, IL 60559 for the following:**

- (A) Zoning Code Variance Request to permit parking in the required front yard setback.

**PZ 12-024 Thomas McCabe of Spaceco, Inc. with Mercedes Benz of Westmont, regarding the property located at 200 East Ogden Avenue, Westmont, IL 60559 for the following:**

- (A) Zoning Code Variance Request to reduce the required setbacks for a landlocked lot to approximately 6' in the B-2 General Business District for the purpose of constructing a parking lot addition.
- (B) Site and landscaping plan approval.
- (B) Adjourn

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact Mr. R. R. Searl ADA Compliance Officer, 9:00 A.M. to 5:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6200 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting.

All interested persons in attendance will be allowed to express their views.

WESTMONT PLANNING AND ZONING COMMISSION  
 Ed Richard Chairperson

May 30, 2012

Suburban Life Publications 8925 WSM





VILLAGE OF WESTMONT  
ECONOMIC DEVELOPMENT DEPARTMENT  
630-981-6264

Office Use Only	
Applicant #:	PZ 12-024
Submission Date:	5-10-12
Title:	Mercedes site plan & variation for well site

APPLICATION FOR:

- Annexation/Pre-Annexation Hearing
- Appeal from Decision of Zoning Official
- Map Amendment
- Planned Development
- Right-of-Way Dedication
- Site/Landscaping Plan
- Special-Use Permit
- Subdivision/Consolidation/Lot Split (Preliminary)
- Text Amendment
- Variation from Zoning Requirement/Land Development Code

DESCRIPTION OF SITE:

Common Description (Street Address): <sup>03</sup> 200 E. Ogden Avenue  
 PIN Number <sup>09-31-105-049</sup> ~~09-31-105-048~~ Current Zoning and Land Use: \_\_\_\_\_  
 Existing Structures: <sup>03</sup> Ex. Village Well Site  
 Significant natural amenities (slope, vegetation, water bodies, rock outcroppings, floodplain, and other development restrictions): \_\_\_\_\_

CHARACTER OF SURROUNDING AREA (zoning/jurisdiction and land use):

North: B-2 East: B-2  
 South: B-2 West: B-2

PETITIONER INFORMATION:

Petitioner: Thomas McCabe  
 Corporation: SPACECO, Inc.  
 Street Address: 9575 W. Higgins Road  
 City: Rosemont  
 State and Zip Code: IL 60018  
 Daytime Telephone Number: 847-696-4060

PAID  
 MAY 18 2012

Fax Number: 847-696-4065  
Email Address: tmccabe@spacecoinc.com  
Relationship of Petitioner to Property: Consultant

**PROPERTY OWNER INFORMATION (IF DIFFERENT THAN PETITIONER):**

Names (list all beneficiaries of Trust): Bob Olufs  
Corporation: Westmont M Imports, Inc.  
Street Address: [REDACTED]  
City: [REDACTED]  
State and Zip Code: [REDACTED]  
Daytime Telephone Number: [REDACTED]  
Fax Number: [REDACTED]  
Email Address: [REDACTED]

**REDACTED  
BY LAW**

**PROJECT STAFF (if applicable):**

Developer: SPACECO, INC.  
Telephone Number: 847-696-4060 Email: tmccabe@spacecoinc.com  
Attorney: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Land Planner: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Engineer: SPACECO, INC.  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Architect: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Landscape Architect: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Each Applicant is solely responsible for compliance with the provisions of the Village of Westmont Zoning Ordinance, Land Development Ordinance, and other ordinances, as well as the provisions, laws, and regulations of any other entity having jurisdiction over any facet of matters coming before the Planning and Zoning Commission and Village Board. **Should this be an application for a parking variance in the B-1 Limited Business District, the applicant acknowledges that Ordinance No. 10-67 requires the payment of a cash-in lieu fee for waived parking spaces.**

The undersigned request(s) approval of this petition and further certify(ies) on oath that the information contained herein and in all documents submitted in support hereof, is true and correct to the best of my/our knowledge and belief. By signing below, the applicant and/or property owner grant express permission to Village of Westmont staff and officials to inspect the premises as necessary in relation to this application.

**PETITIONER SIGNATURE:**

Type or print name: Thomas J McCabe

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 10 DAY OF MAY, 20 12

\_\_\_\_\_  
Notary Public

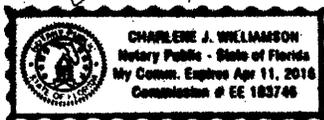
**OWNER SIGNATURE:**

Type or print name: Robert F. Olufs

Signature: [Handwritten Signature]

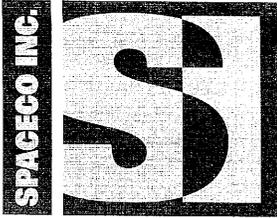
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 9th DAY OF MAY, 20 12, BY ROBERT F. OLUFS, WHO IS  
PERSONALLY KNOWN TO ME.

[Handwritten Signature]  
Notary Public



Office Use Only

Provisions of zoning or land development ordinances which apply: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

CONSULTING ENGINEERS

SITE DEVELOPMENT ENGINEERS

LAND SURVEYORS

May 9, 2012

Ms. Shannon Malik  
Community Development Director  
Village of Westmont  
31 West Quincy Street  
Westmont Illinois, 60559

Dear Shannon:

The purpose of the following petition is to request approval for a parking lot addition for Mercedes Benz of Westmont located at 200 East Ogden Avenue.

The proposed scope of this request entails an expansion of the existing parking lot to the west of the existing parking as well as onto the existing well site that is currently owned by the Village of Westmont. This is necessary to meet the increased demands of Mercedes automobile inventory. The proposed parking lot will encompass both parcels of land without individual setbacks for each, so that it will look like one larger parcel. The perimeter of the site, as well as the proposed islands, will be landscaped to shield this lot from the neighboring properties. The proposed improvements will be constructed consistent with our previous projects at Mercedes.

Since the parking lot will encompass both parcels, we are asking for a variation of the setbacks to the property lines. The following is our Findings of Facts:

- (A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.

*If the setbacks between the two lots were to be enforced, the proposed parking lot would not return the required number of parking spaces. Further the traffic pattern in the two lots would not be practicable as cars would have to exit one parcel and enter the other to find parking.*

- (B) The plight of the owner is due to unique circumstances.

*The two parcels are a unique situation. The existing well site is a landlocked piece of property with ingress and egress through the Mercedes property. The site is completely surrounded by parking lots that would interconnect with the proposed improvements.*

- (C) The variation, if granted, will not alter the essential character of the locality.

*The essential character of the locality is parking lots. This parcel is set back off of the road behind other parking lots. The property to the north has the rear of their building adjacent to this parcel. That property will be screened with appropriate landscaping.*

If you have any questions regarding this submittal, please do not hesitate to call. We look forward to working with you and your staff once again in the Village of Westmont.

Sincerely,  
SPACECO, Inc.



Thomas J. McCabe, P.E.  
Vice President

**SITE IMPROVEMENT PLANS**  
for

**MERCEDES BENZ OF WESTMONT  
PARKING LOT EXPANSION**

**WESTMONT, ILLINOIS  
PROJECT NO. 6415.03**

**CONTRACTOR EMERGENCY CONTACT INFORMATION**  
CJI, INC.  
133 HIGHLAND ROAD  
MACEDONIA, OH 44056  
PH: (330) 423-2300  
FAX: (330) 425-2313  
CONTACT: JEFF NINGARD

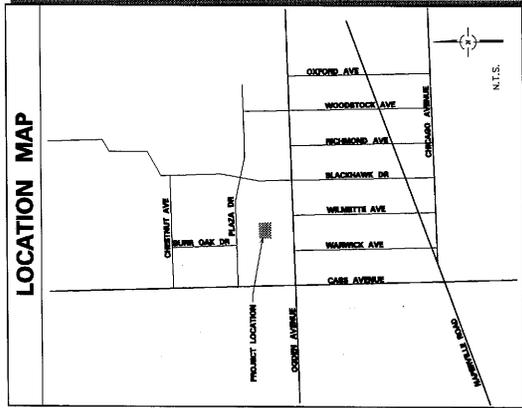
**CALL JULLIE 1-800-892-0723  
WITH THE FOLLOWING:**  
COUNTY: DUPAGE WESTMONT  
CITY, TOWNSHIP: WESTMONT  
SEC. & 1/4 SEC. NO.: SEC. 5, T8N, R1E  
**48 HOURS BEFORE YOU DIG,  
EXCLUDING SAT., SUN. & HOLIDAYS**

**INDEX**

SHEET #	SHEET DESCRIPTION
1	C1 TITLE SHEET
2	C2 TYPICAL SECTIONS AND GENERAL NOTES
3	C3 EXISTING CONDITIONS PLAN
4	C4 DEMOLITION PLAN
5	C5 PROPOSED PLAN
6-8	C6-C8 SOIL EROSION AND SEDIMENT CONTROL PLAN
9	C9 SPECIFICATIONS
10-11	C10-C11 DETAILS
12	L1 LANDSCAPE PLAN

**BENCHMARK**  
ELEVATION: \_\_\_\_\_  
DESCRIPTION: **SEE SHEET C2 FOR BENCHMARK INFORMATION**

**NOTE:**  
SPACED, INC. IS TO BE NOTIFIED AT LEAST 48 HOURS BEFORE YOU DIG AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS



STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS  
To the best of our knowledge and belief, the drawings of this subdivision or any part thereof, or that if such drawings have been made for collection and diversion of such surface waters into public areas or drains, which the general public is intended to use, are correct and property because of the construction of the subdivision.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2012.  
*[Signature]*  
IL Reg. Prof. Engineer Lic. #0622-04159  
Owner or Attorney

**PROPOSED CONSTRUCTION SCHEDULE:**  
EROSION CONTROL ----- SUMMER 2012  
CONSTRUCTION ----- SUMMER-FALL 2012  
FINAL GRADING ----- FALL 2012

**REVISIONS**

SHEET #	REMARKS	DATE
1	B,11 ADD LANDSCAPE PLAN AND SNOW REMOVAL AREA	05/09/12
2	ALL PER-RELEASE COMMENTS	06/22/12

ENGINEER: *[Signature]* DATE: 06-22-12  
THOMAS REGISTRATION NO. 062-94469  
EXPIRATION DATE: 11/30/2011  
PROFESSIONAL DESIGN FIRM NO.: 84-001817  
EXPIRATION DATE: 11/30/2011  
THE SIGNATURE, SEAL AND EXPIRATION DATE OF SEAL OF THE ENGINEER

MERCEDES BENZ OF WESTMONT  
PARKING LOT EXPANSION  
WESTMONT, ILLINOIS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS  
SITE PLAN  
SCALE: AS SHOWN  
DATE: 06/22/12  
PROJECT NO.: 6415.03  
SHEET: 1 OF 12



NO.	DATE	REMARKS
2	10/22/12	PER VILLAGE COMMENTS

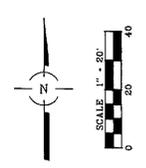
NO.	DATE	REMARKS

**EXISTING COMMONS PLAN**  
**MERCEDS BENZ OF WESTMONT**  
**PARKING LOT EXPANSION**  
**WESTMONT, ILLINOIS**

CONSTRUCTING ENGINEERS  
 STATE DEVELOPMENT ENGINEERS  
 LAMP SURBORNS  
 62525 1st. Floor Westmont, Westmont, IL 60118  
 Phone: (815) 496-4000 Fax: (815) 496-4045

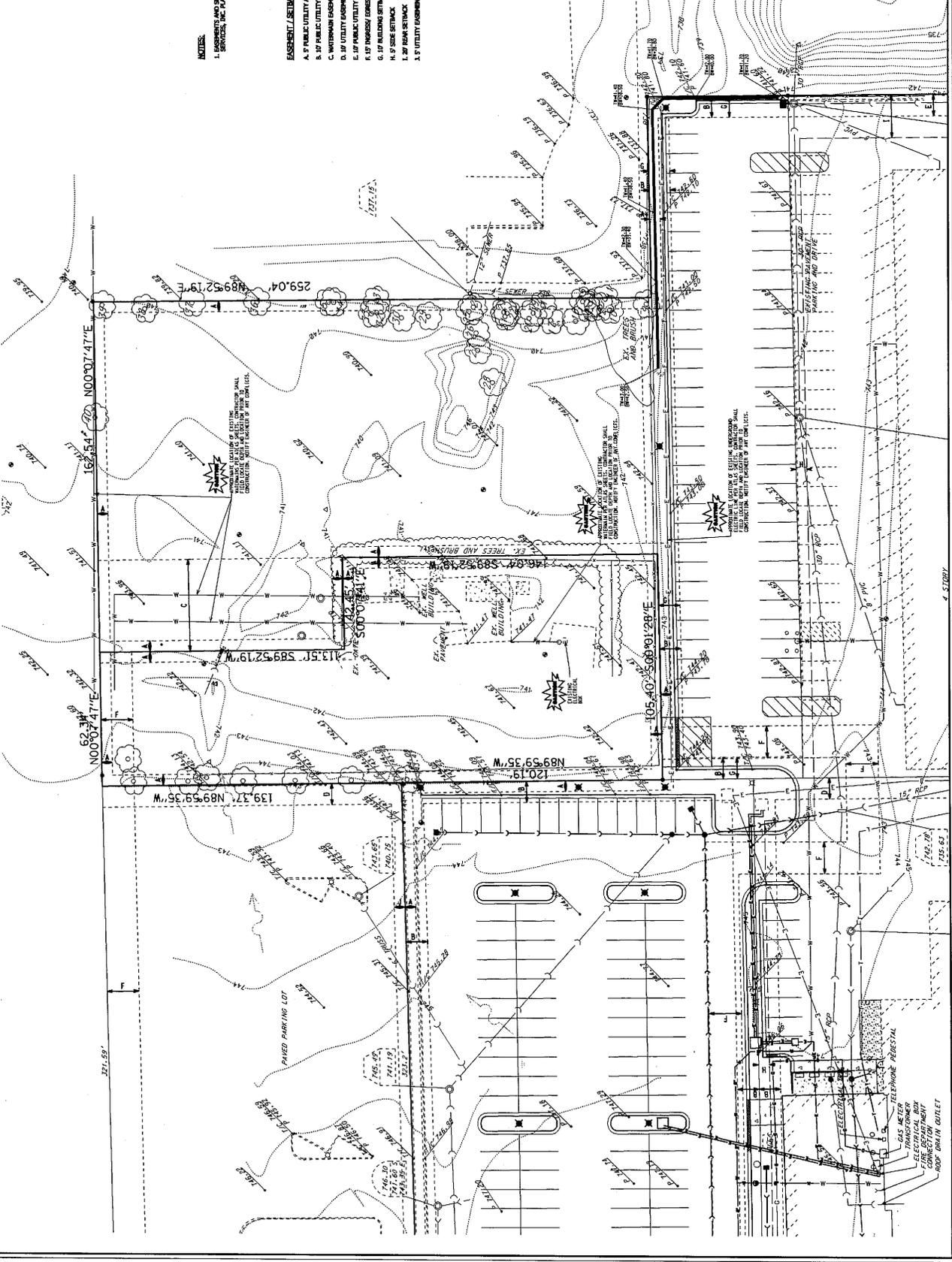


PROJECT NO. 15033201.0000  
 DATE 04/22/12  
 SHEET 3 OF 12



**NOTES:**  
 1. EASEMENTS AND SETBACKS ARE SHOWN PER LAND SURVEYING SERVICES, INC. PLAN OF CONSOLIDATION DATED MAY 31, 2008.

- EASEMENT / SETBACK LEGEND:**
- A. 5' PUBLIC UTILITY AND DRAINAGE EASEMENT
  - B. 10' PUBLIC UTILITY EASEMENT
  - C. WATERMAIN EASEMENT
  - D. 10' UTILITY EASEMENT
  - E. 10' PUBLIC UTILITY AND DRAINAGE EASEMENT
  - F. 10' FIREWORKS / TORCHES EASEMENT
  - G. 10' SIDE SETBACK
  - H. 10' REAR SETBACK
  - I. 5' UTILITY EASEMENT



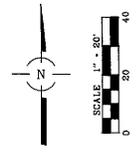
4. STORY

NO.	DATE	REMARKS
2	08/22/12	PER VILLAGE COMMENTS

**DEMOLITION PLAN**  
**MERCEDES BENZ OF WESTMONT**  
**PARKING LOT EXPANSION**  
**WESTMONT, ILLINOIS**

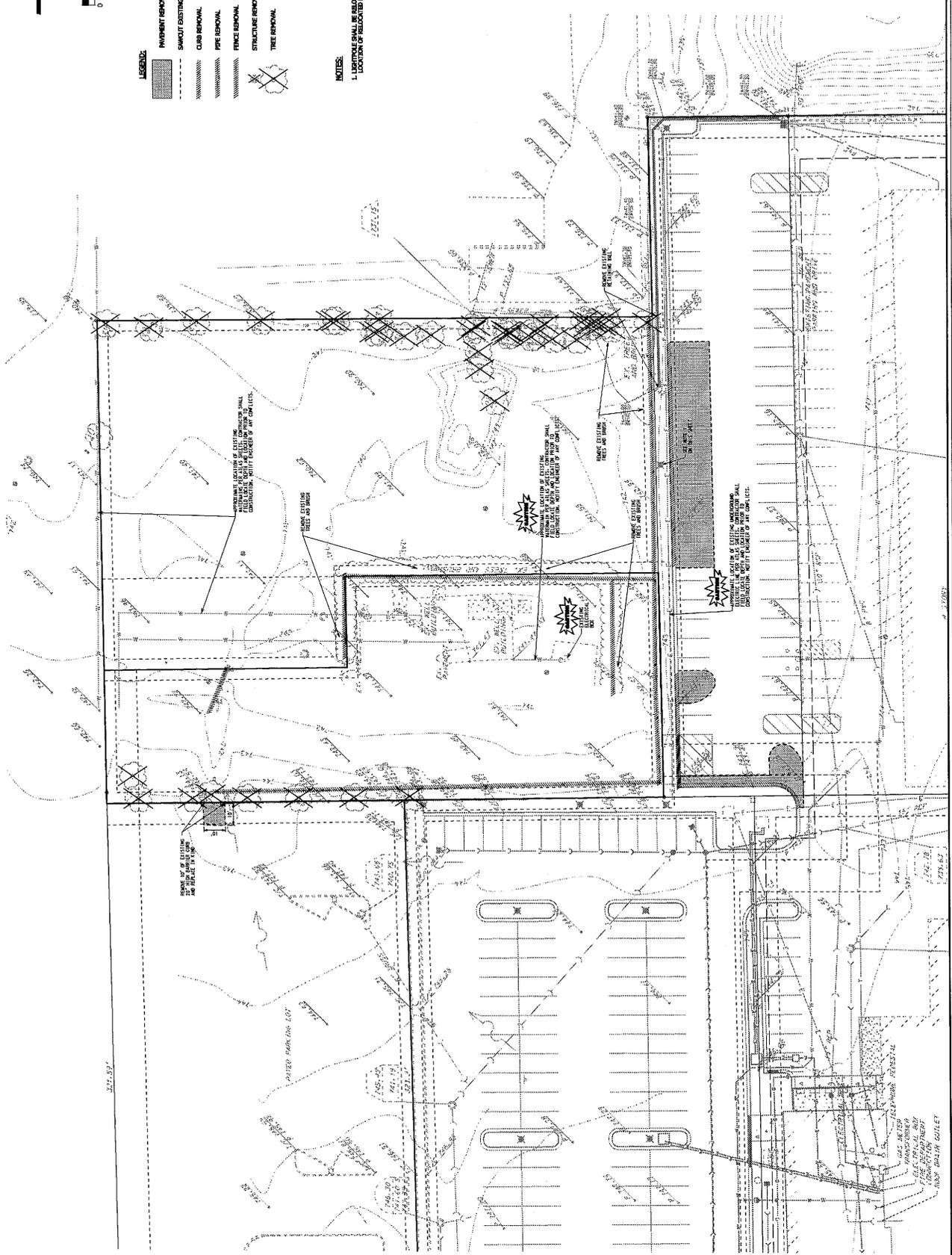
CONSULTING ENGINEERS  
**SITE DEVELOPMENT ENGINEERS**  
 LAND SURVEYORS  
 7125 W. 126th Street, Suite 100  
 Rosemont, Illinois 60018  
 Phone: (847) 896-4000 Fax: (847) 896-0445

FILE NAME	120220040.dwg
DRAWN	04/12/12
JOB NO.	64-15-03
SHEET	<b>C4</b>
	4 OF 12



- LEGEND:**
- PAVEMENT REMOVAL (FULL DEPTH)
  - SAWCUT EXISTING PAVEMENT (FULL DEPTH)
  - CURB REMOVAL
  - PIPE REMOVAL
  - FENCE REMOVAL
  - STRUCTURE REMOVAL
  - TREE REMOVAL

**NOTES:**  
 1. LEGENDS SHALL BE RECORDED SEE SHEET C3 FOR LOCATION OF RECORDED LEGENDS.



REMOVE EXISTING PAVEMENT AND REPAVE WITH ASPHALT  
 REMOVE EXISTING CURB AND REPAVE WITH ASPHALT  
 REMOVE EXISTING FENCE AND REPAVE WITH ASPHALT  
 REMOVE EXISTING STRUCTURE AND REPAVE WITH ASPHALT





NO.	DATE	REMARKS

NO.	DATE	REMARKS

**MERCEDES BENZ OF WESTMONT**  
**PARKING LOT EXPANSION**  
**WESTMONT, ILLINOIS**

**SOIL EROSION AND SEDIMENT CONTROL PLAN**

9575 W. 158th Street, Suite 202  
 Rosemead, Illinois 60512  
 PHONE: (815) 696-4050 FAX: (815) 696-4045

**SRTE DEVELOPMENT ENGINEERS**  
**LAND DEVELOPERS**

DATE: 04/12/12  
 DRAWN BY: GAB/BJC  
 CHECKED BY: GAB/BJC

SHEET: **C7**  
 7 OF 12

### TEMPORARY SEDIMENT TRAP

**NOTES:**

- The sediment trap is to be installed on the site slope as shown.
- The trap shall be constructed of 12" x 12" concrete blocks.
- The trap shall be installed on the site slope as shown.
- The trap shall be installed on the site slope as shown.
- The trap shall be installed on the site slope as shown.

**PLAN CODE: (C7)**

### YARD GRAVE INLET PROTECTION

**NOTES:**

- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.

**PLAN CODE: (C8)**

### YARD GRAVE INLET PROTECTION

**NOTES:**

- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.

**PLAN CODE: (C9)**

### PIPE OUTLET TO FLAT AREA

**NOTES:**

- The outlet shall be installed on the site slope as shown.
- The outlet shall be installed on the site slope as shown.
- The outlet shall be installed on the site slope as shown.
- The outlet shall be installed on the site slope as shown.
- The outlet shall be installed on the site slope as shown.

**PLAN CODE: (C10)**

### SUMP PIT PLAN

**NOTES:**

- The sump pit shall be installed on the site slope as shown.
- The sump pit shall be installed on the site slope as shown.
- The sump pit shall be installed on the site slope as shown.
- The sump pit shall be installed on the site slope as shown.
- The sump pit shall be installed on the site slope as shown.

**PLAN CODE: (C11)**

### TEMPORARY CONCRETE

**NOTES:**

- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.

**PLAN CODE: (C12)**

### RIGHT OF WAY DIVERSION PLAN

**NOTES:**

- The diversion shall be installed on the site slope as shown.
- The diversion shall be installed on the site slope as shown.
- The diversion shall be installed on the site slope as shown.
- The diversion shall be installed on the site slope as shown.
- The diversion shall be installed on the site slope as shown.

**PLAN CODE: (C13)**

### STABILIZED CONSTRUCTION ENTRANCE PLAN

**NOTES:**

- The entrance shall be installed on the site slope as shown.
- The entrance shall be installed on the site slope as shown.
- The entrance shall be installed on the site slope as shown.
- The entrance shall be installed on the site slope as shown.
- The entrance shall be installed on the site slope as shown.

**PLAN CODE: (C14)**

### TEMPORARY CONCRETE

**NOTES:**

- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.

**PLAN CODE: (C15)**

### LEVEL SPREADER PLAN

**NOTES:**

- The spreader shall be installed on the site slope as shown.
- The spreader shall be installed on the site slope as shown.
- The spreader shall be installed on the site slope as shown.
- The spreader shall be installed on the site slope as shown.
- The spreader shall be installed on the site slope as shown.

**PLAN CODE: (C16)**

### STABILIZED CONSTRUCTION ENTRANCE PLAN

**NOTES:**

- The entrance shall be installed on the site slope as shown.
- The entrance shall be installed on the site slope as shown.
- The entrance shall be installed on the site slope as shown.
- The entrance shall be installed on the site slope as shown.
- The entrance shall be installed on the site slope as shown.

**PLAN CODE: (C17)**

### TEMPORARY CONCRETE

**NOTES:**

- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.

**PLAN CODE: (C18)**

### INLET PROTECTION - EXCAVATED DRAIN PLAN

**NOTES:**

- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.
- The inlet protection shall be installed on the site slope as shown.

**PLAN CODE: (C19)**

### SILT FENCE PLAN

**NOTES:**

- The silt fence shall be installed on the site slope as shown.
- The silt fence shall be installed on the site slope as shown.
- The silt fence shall be installed on the site slope as shown.
- The silt fence shall be installed on the site slope as shown.
- The silt fence shall be installed on the site slope as shown.

**PLAN CODE: (C20)**

### TEMPORARY CONCRETE

**NOTES:**

- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.

**PLAN CODE: (C21)**

### PIPE OUTLET TO CHANNEL

**NOTES:**

- The outlet shall be installed on the site slope as shown.
- The outlet shall be installed on the site slope as shown.
- The outlet shall be installed on the site slope as shown.
- The outlet shall be installed on the site slope as shown.
- The outlet shall be installed on the site slope as shown.

**PLAN CODE: (C22)**

### TEMPORARY CONCRETE

**NOTES:**

- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.

**PLAN CODE: (C23)**

### TEMPORARY CONCRETE

**NOTES:**

- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.

**PLAN CODE: (C24)**

### TEMPORARY CONCRETE

**NOTES:**

- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.

**PLAN CODE: (C25)**

### TEMPORARY CONCRETE

**NOTES:**

- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.

**PLAN CODE: (C26)**

### TEMPORARY CONCRETE

**NOTES:**

- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.
- The concrete shall be installed on the site slope as shown.

**PLAN CODE: (C27)**

NO.	DATE	REMARKS

NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	05/09/12	ADD LANDSCAPE PLAN AND SIGN REMOVAL AREA
2	08/22/12	PER VILLAGE COMMENTS

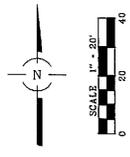
**SOIL EROSION AND SEDIMENT CONTROL PLAN**  
**MERCEDES BENZ OF WESTMONT**  
**PARKING LOT EXPANSION**  
**WESTMONT, ILLINOIS**

9475 W. 145th Street, Suite 101  
 Rosemont, IL 60018  
 Phone: (847) 696-4000 Fax: (847) 696-4005

**LAND SURVEYORS**  
**SITE DEVELOPMENT ENGINEERS**  
**CONSULTING ENGINEERS**

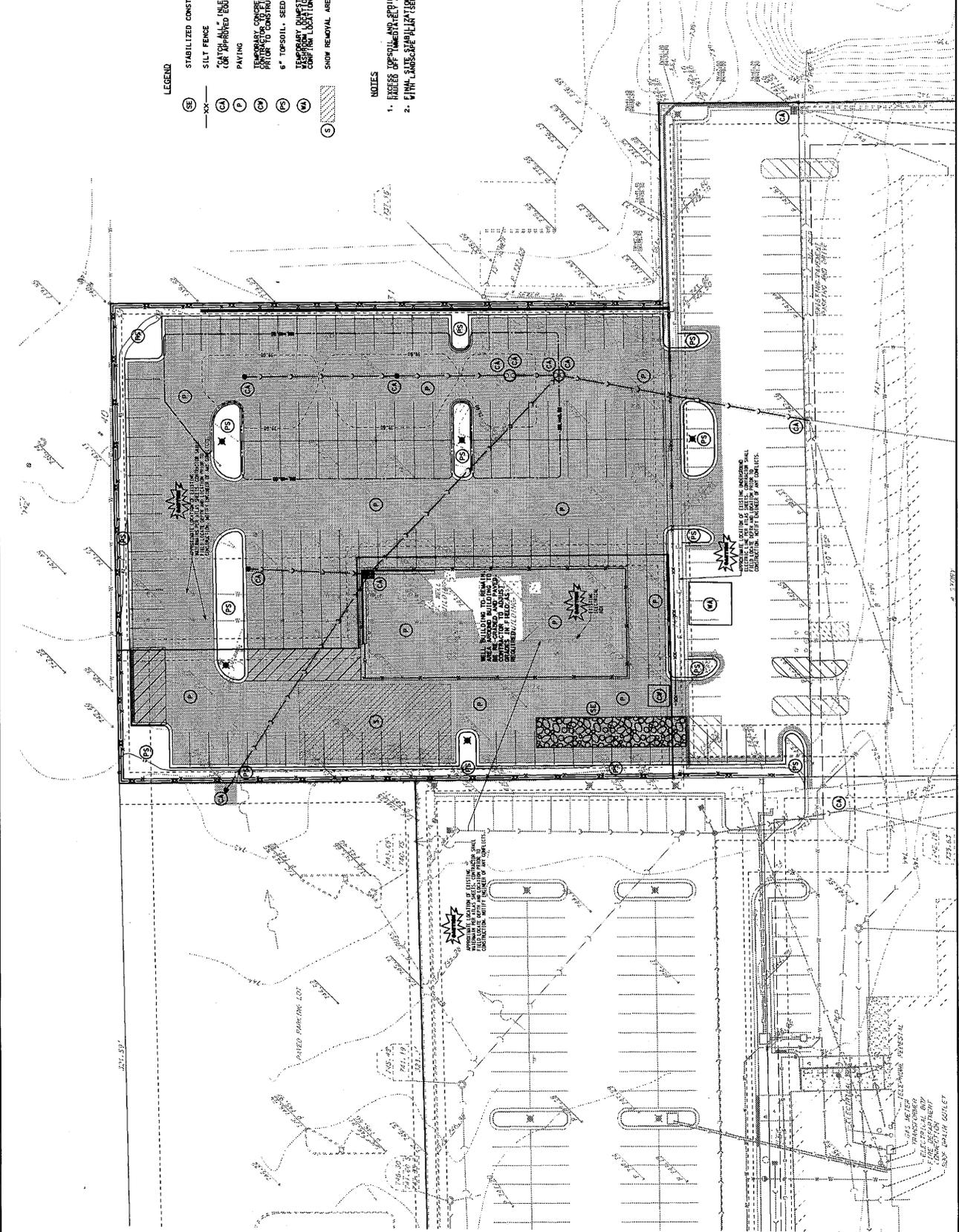


PROJECT: MERCEDES BENZ OF WESTMONT  
 DATE: 04/22/12  
 SHEET: C8  
 OF: 12



- LEGEND**
- (SE) STABILIZED CONSTRUCTION ENTRANCE
  - SILT FENCE
  - (C) CATCH ALL - INLET PROTECTION (OR APPROVED EQUIV.)
  - (P) PAVING
  - (M) TEMPORARY CONCRETE MASHBART FACILITY
  - (S) 6" TOPSOIL - SEED AND BLANKET
  - (X) TEMPORARY DUMPTER PAD AND DUMP FILL
  - (H) SNOW REMOVAL AREA

- NOTES**
1. FENCES AND TEMPORARY FACILITIES AND MESH TO BE INSTALLED PRIOR TO CONSTRUCTION.
  2. WITH LANDSCAPE PLAN TO BE SUBMITTED.



APPROXIMATE LOCATION OF EXISTING UNDERGROUND UTILITIES FOR THE SITE AND ADJACENT AREAS. CONSTRUCTION MUST BE DONE IN ACCORDANCE WITH THE CITY OF WESTMONT SPECIFICATIONS.

APPROXIMATE LOCATION OF EXISTING UNDERGROUND UTILITIES FOR THE SITE AND ADJACENT AREAS. CONSTRUCTION MUST BE DONE IN ACCORDANCE WITH THE CITY OF WESTMONT SPECIFICATIONS.

ALL NEW CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WESTMONT SPECIFICATIONS. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WESTMONT SPECIFICATIONS.

ALL NEW CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WESTMONT SPECIFICATIONS. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WESTMONT SPECIFICATIONS.







