



**PLANNED UNIT DEVELOPMENT
COMMERCIAL & INDUSTRIAL
STATEMENT OF INTENT & AGREEMENT**

This STATEMENT OF INTENT AND AGREEMENT is entered into this _____ day of _____, 20____, (hereafter referred to as the "Agreement") by and between the VILLAGE OF PLAINFIELD, a municipal corporation located in Will County, Illinois, (hereafter referred to as "VILLAGE") and _____; (hereafter referred to "OWNER" or "DEVELOPER").

WHEREAS, _____ is the owner of record of real estate described in Exhibit "A" and commonly referred to as _____ (hereafter referred to as "DEVELOPMENT"); and

WHEREAS, this development is a Planned Unit Development allowing for innovation, creativity and design efforts; and

WHEREAS, the Zoning Ordinance provides for Planned Unit Developments that meet the following objectives:

- (1) To stimulate creative approaches to the residential, commercial and industrial development of land.
- (2) To provide more efficient use of land.
- (3) To preserve natural features and provide open space areas.

WHEREAS, the VILLAGE is authorized by the Illinois Municipal Code (65 ILCS 5/9-5-1 et. seq.) to adopt Special Uses for the purposes of establishing a Planned Unit Development.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS

The foregoing recitals are hereby incorporated into the body of this agreement as if fully set forth and repeated herein.

Any exhibit referred to in this agreement and attached hereto shall also be considered incorporated herein by express reference.

2. NON-RESIDENTIAL DESIGN

The OWNER and DEVELOPER agree to follow the provisions of the Design Guidelines for Planned Unit Developments that pertain to Non-Residential Guidelines and Landscape Design for this DEVELOPMENT. The Guidelines are intended to help assure the design excellence of the project. The DEVELOPMENT should follow the recommendations, at a minimum. Supporting Documents have been attached to demonstrate how the DEVELOPMENT will comply with the Design Guidelines for Planned Unit Developments. Any modifications and additions to this section are attached as Exhibit _____.

3. FENCING

The DEVELOPMENT shall provide that all fencing in areas adjacent to residential developments, park sites, open spaces or commonly owned spaces shall be the *same* type, color, and height throughout said areas and in conformance with Village Ordinances. Furthermore, the fencing will be surrounded with landscape to soften the impact of large areas of fencing.

Wherever possible, the use of landscaping is strongly encouraged to substitute as a screening function for fencing.

4. AMENDMENTS

This agreement, including the attached exhibits, may be amended only with the mutual consent of the parties by a duly executed written instrument. In the case of the VILLAGE, the written instrument may only be in the form of an ordinance duly adopted in accordance with applicable laws. Modifications subsequent to this Agreement's adoption shall require a public hearing and procedures consistent with law.

5. ENFORCEMENT

This agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this agreement. The parties agree that all actions instituted on this agreement shall be commenced and heard in the Circuit Court of Will County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any party to perform any obligation arising from this agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party in writing, by way of certified mailing, and demand performance. No breach of this agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

6. EFFECT OF SUCCESSORS

This agreement shall be binding upon and inure to the benefit of the VILLAGE and its successor municipal corporations and corporate authorities. This agreement

shall be binding upon and inure to the benefit of DEVELOPER and their grantees, lessees, assigns, successors and heirs.

7. SEVERABILITY

If any provision, covenant, agreement or portion of this agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenants, agreement or portions of this agreement this agreement are declared to be severable.

8. EFFECT OF THIS AGREEMENT

The provisions of this agreement shall supersede the provisions of any ordinances, codes, policies or regulations of the Village which may be in conflict with the provisions of this agreement.

9. DURATION

This agreement is a part of the Special Use that runs with the land as stated in the Village Code.

10. NOTICE

Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest, either party shall provide such notice or demand in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed as follows:

If to the VILLAGE:

Michael P. Collins
Village President
24401 W. Lockport St.
Plainfield, IL 60544

Brian Murphy
Village Administrator
24401 W. Lockport St.
Plainfield, IL 60544

With copies to:

Jim Harvey, Village Attorney
Tracy, Johnson & Wilson
2801 Black Road, 2nd Floor
Joliet, IL 60435

If to any owner of record of any real property located within the subject property, or the OWNER/DEVELOPER:

With copies to:

Or to such address as any party hereto or an assignee or successor in interest of a party hereto may from time to time designate by notice to the other party hereto or their successors in interest.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written

THE VILLAGE OF PLAINFIELD
a Municipal Corporation

OWNER:

BY _____
Village President

ATTEST:

BY _____
Village Clerk

**RECORD & RETURN TO:
Village of Plainfield
Village Clerk
24401 W. Lockport St.
Plainfield, IL 60544**