

**the**  
**Village of New Lenox**  
*"Home Of Proud Americans"*

**PLANNING DEPARTMENT**  
**PRELIMINARY P.U.D. PLAT APPLICATION**  
(Requires Public Hearing)

<b>DEVELOPMENT NAME:</b>
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<b>PETITIONER INFORMATION:</b>		
<b>PRIMARY CONTACT</b>	MAILING ADDRESS	CITY, STATE, ZIP
PHONE #	FAX #	E-MAIL ADDRESS
<b>SITE INFORMATION:</b>		
<b>SITE ADDRESS OR LOCATION</b>	ACRES	PROPERTY ID # (PIN)
EXISTING LAND USE	CURRENT ZONING	
BRIEF DESCRIPTION OF DEVELOPMENT:		

\* Attach additional sheets if necessary

<b>OTHER APPLICANT &amp; INTERESTED PARTIES:</b>				
	NAME	COMPANY	MAILING ADDRESS	PHONE # & FAX #
<b>PETITIONER</b>				
<b>OWNER</b>				
<b>DEVELOPER(S)</b>				
<b>LAND PLANNER</b>				
<b>ENGINEER</b>				
<b>AGENT/ATTORNEY</b>				

<b>SURROUNDING ZONING AND LAND USE</b>		
ZONING	JURISDICTION (VILLAGE OR COUNTY)	LAND USE
NORTH		
SOUTH		
EAST		
WEST		

**SPECIAL NOTE TO PETITIONERS.**

- A. Effective period: A final planned unit development plat must be submitted no later than one year after the approval of the preliminary planned unit development plat. If this is not done, the Planning Commission may initiate such zoning changes as it deems necessary. The Village Board may grant such extensions of the preliminary planned unit development plat, upon application and good cause shown, as it shall deem proper.
- B. Once the process is completed, as determined by the Village, and all outstanding bills have been paid, the \$5,000 Security Deposit will be returned to the petitioner per the terms of the Professional Fee Agreement.

## CHECKLIST OF REQUIRED PRELIMINARY P.U.D. PLAT APPLICATION ITEMS:

- One (1) original completed "Preliminary P.U.D. Plat Application" form and 30 copies.
- 15 full-sized Preliminary P.U.D. Plats (folded to 9" x 12") and one (1) copy reduced to 11" x 17".
- 5 copies of the proposed covenants.
- Legal description of property.  
The Village requires a legal description in electronic format. These can be on a 3.5 " floppy disk in Microsoft Word format or email to the Planning Department at [rellis@newlenox.net](mailto:rellis@newlenox.net).
- 15 full-sized elevation/landscape plans (as may be required) folded to 9" x 12" and one (1) copy reduced to 11" x 17".
- 5 copies of the proposed construction schedule.
- Completion of the "Standard Requirements for Granting of a Preliminary P.U.D. Plat" form and 30 copies.
- List of names and addresses of each adjacent property owner within 250 feet as found at the Will County Recorder's Office (58 Clinton St. Joliet, IL 60432).
- Submit the "Engineering Preliminary Plat Review Submittal Checklist" along with 8 copies each of preliminary plat and preliminary engineering.
- Payment of the \$1,000 + \$50 per acre review fee.
- If the property is being subdivided, payment of \$500 + \$15 per lot preliminary plat review fee.
- Payment of the appropriate public hearing fee:  
Less than 10 acres = \$350 + \$200 for each additional sign.  
10 acres or more = \$450 + \$250 for each additional sign.  
An additional sign is required on corner lots. If frontage exceeds 500 feet additional signs may be required.
- Payment of the \$150 + \$5 per lot engineering review fee.
- Completion of the "Professional Fee Agreement" form and payment of the \$5,000 Security Deposit.
- Completion of the "Sign Posting Authorization" form.
- Completion of the "Proposed Development Details" form and 30 copies.
- Completion of the "Open Space and Required School, Park and Village Donations" form and 30 copies.
- Completion of the "Affidavit of Owner's Consent" form. (If petitioner is not the owner of record.)
- Completion of the "Disclosure of Beneficiaries" form and submit 2 originals and 1 copy.  
(For a project that involves multiple petition requests, only one set of "Disclosures" as indicated needs to be submitted.)
- A complete list of all proposed deviations to Village Code (Zoning, Subdivision, etc.).

- Landscape plan review fee:
- Exterior parkway tree plan: \$100
- Storm water detention facility landscape plan: \$750 per detention facility.
- Perimeter landscape area plan: \$500 per 500 lineal feet of perimeter area or fraction thereof.

I, \_\_\_\_\_, the Petitioner, hereby appeal to the corporate authorities of the Village of New Lenox, Will County, Illinois, for a preliminary planned unit development in accordance with the information provided in this petition. I certify that the information and statements contained in this petition and the documents submitted herewith are true and factual to the best of my knowledge.

I further understand that it is the applicant's responsibility to notify adjacent land owners within 250 feet at least 10 days prior to the public hearing via certified mail with return receipt of the time, place, and date of any Planning Commission hearings regarding this petition. I realize that the date of the meeting will be established and the primary contact will be notified after a complete application is accepted by the Planning and Development Administrator or designee.

I understand that all correspondence from the Village staff, including Village consultants, will be directed to the Primary Contact. It will be the Primary Contact's responsibility to inform all other interested parties of any correspondence and the status of the petition.

BY:

\_\_\_\_\_  
 PETITIONER

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

(SEAL)

Revised Jan. 4, 2011

**PRELIMINARY P.U.D. PLAT APPLICATION**

P Robin L. Ellis, AICP  
L Planning Administrator  
A  
N Jeff Smith  
N Planner  
I  
N David Batson  
G Planner/GIS Technician

**I. Standard Requirements for the Granting of a Preliminary P.U.D. Plat:**

**Note: No preliminary P.U.D. plat may be granted unless the following statutory findings are satisfied completely. If additional space is needed, attach extra pages to this application.**

A. The proposed preliminary P.U.D. plat is consistent with the stated purpose of the planned unit development regulations. Please explain.

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B. The extent to which the proposed preliminary P.U.D. plat deviates from the zoning and subdivision regulations otherwise applicable to the subject property, including but not limited to the density, area, bulk and use, are in the public interest. Please explain.

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C. The physical design of the proposed preliminary P.U.D. plat makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects designated common open space, and furthers the amenities of light and air, recreation and visual enjoyment. Please explain.

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D. The proposed preliminary P.U.D. plat is compatible with the adjacent properties and neighborhood. Please explain.

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- E. The proposed preliminary P.U.D. plat is desirable to the physical development, tax base and economic well-being of the entire community. Please explain.

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- F. The proposed preliminary P.U.D. plat is in conformance with the intent and spirit of the comprehensive plan. Please explain.

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**PRELIMINARY P.U.D. PLAT APPLICATION**  
**FINAL P.U.D. PLAT APPLICATION**

P Robin L. Ellis, AICP  
 L Planning Administrator  
 A  
 N Jeff Smith  
 N Planner  
 I  
 N David Betson  
 G Planner/GIS Technician

**PROPOSED DEVELOPMENT DETAILS**

**General Land Use Data**

	Res.	Office	Comm.	Ind.	Park	School	Other	Total
# of Acres								
% of Total								

**Residential Density**

	# of Units	Gross Acres	Gross Density	Net Acres	Net Density	Lot Size		
						Min.	Max.	Ave.
Single-Family								
Duplex								
Multi-Family								

Gross Acres = land area designated for use, including open space and right-of-way  
 Gross Density = number of dwelling units divided by the gross acres  
 Net Acres = land area designated for use, excluding open space and right-of-way  
 Net Density = number of dwelling units divided by the net acres

A. Describe any non-residential portion of the development: \_\_\_\_\_  
 \_\_\_\_\_

B. Maximum height of buildings measured from the ground at the front wall of the building to the highest point of the coping of a flat roof, to the deck line of a mansard roof, or to the mean height level between eaves and the ridge for a gable, hip or gambrel roof \_\_\_\_\_  
\_\_\_\_\_

C. Description of façade materials: \_\_\_\_\_  
\_\_\_\_\_

D. Proposed setbacks:  
Front \_\_\_\_\_ Rear \_\_\_\_\_ Side \_\_\_\_\_

E. List any deviations being requested from the standards of the underlying zoning district, i.e. parking, setbacks, density, uses, etc. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. List any deviations from the Subdivision Ordinance, e.g. right-of-way width, easements, sidewalks, etc. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRELIMINARY P.U.D. PLAT APPLICATION**  
**FINAL P.U.D. PLAT APPLICATION**

P Robin L. Ellis, AICP  
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OPEN SPACE

	Acres to be Dedicated	Homeowners Association (acres)	Other (acres)	Total (acres)
Park Site				
Village Site				
School Site				
Private Facility				
Common Ground				
TOTAL				

REQUIRED SCHOOL, PARK AND VILLAGE DONATIONS

- A. Required Elementary School District donation of \_\_\_\_\_ acres will be met by:  
 \_\_\_\_\_ Land      \_\_\_\_\_ Cash      \_\_\_\_\_ Land and Cash
- B. Required High School District donation of \_\_\_\_\_ acres will be met by:  
 \_\_\_\_\_ Land      \_\_\_\_\_ Cash      \_\_\_\_\_ Land and Cash
- C. Required Park District donation of \_\_\_\_\_ acres will be met by:  
 \_\_\_\_\_ Land      \_\_\_\_\_ Cash      \_\_\_\_\_ Land and Cash
- D. Required Village donation of \_\_\_\_\_ acres will be met by:  
 \_\_\_\_\_ Land      \_\_\_\_\_ Cash      \_\_\_\_\_ Land and Cash
- E. Private open space or recreational facilities include \_\_\_\_\_  
 \_\_\_\_\_  
 and will be maintained by \_\_\_\_\_

**the Village of New Lenox**  
*Home Of Proud Americans*

**SIGN POSTING AUTHORIZATION**

P Robin L. Ellis, AICP  
L Planning Administrator  
A  
N Jeff Smith  
N Planner  
I  
N David Batson  
G Planner/GIS Technician

I, \_\_\_\_\_, being the petitioner for application(s) for \_\_\_\_\_  
\_\_\_\_\_ with the Village of New Lenox Planning Department for  
proposed development concerning property located at \_\_\_\_\_,  
hereby grant permission to the Village of New Lenox or its designee to erect signs on the above-  
referenced property for the purposes of satisfying the public hearing sign posting requirements of  
the New Lenox Village Code.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

the  
Village of New Lenox

Planning Department

AFFIDAVIT OF OWNER'S CONSENT

P Robin L. Ellis, AICP  
L Planning Administrator  
A  
N Jeff Smith  
N Planner  
I  
N David Batson  
G Planner/GIS Technician

I, \_\_\_\_\_, being the owner of record of property located at \_\_\_\_\_, hereby grant permission to \_\_\_\_\_ to file (a) petition(s) for \_\_\_\_\_ with the Village of New Lenox Planning Department for proposed development concerning the above-referenced property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

P Robin L. Ellis, AICP  
L Planning Administrator  
A  
N Jeff Smith  
N Planner  
J  
N David Batson  
G Planner/GIS Technician

## DISCLOSURE OF BENEFICIARIES

I. PETITIONER \_\_\_\_\_  
NAME COMPANY

ADDRESS \_\_\_\_\_

CITY STATE ZIP CODE

II. NATURE OF BENEFIT SOUGHT: \_\_\_\_\_  
\_\_\_\_\_

III. NATURE OF APPLICANT (please circle one of the following):

- a. Natural Person
- b. Corporation
- c. Land Trust / Trustee
- d. Trust / Trustee
- e. Partnership
- f. Joint Venture

IV. If the applicant is an entity other than described in Section 3, please state the nature and characteristics of the applicant: \_\_\_\_\_  
\_\_\_\_\_

V. If your answer to Section 3 was letter b, c, d, e or f, identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses, or right to control such entity:

NAME ADDRESS INTEREST

a. \_\_\_\_\_

Disclosure of Beneficiaries

Page 2

- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**Note: If your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.**

**VI. PERSON MAKING THIS DISCLOSURE ON BEHALF OF THE PETITIONER:**

\_\_\_\_\_  
NAME CAPACITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

-----  
**VERIFICATION**

I, \_\_\_\_\_, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the petitioner, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained herein are true in both substance and fact.

BY: \_\_\_\_\_

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

P Robin L. Ellis, AICP  
L Planning Administrator  
A  
N Jeff Smith  
N Planner  
I  
N David Batson  
G Planner/GIS Technician

**DISCLOSURE OF BENEFICIARIES**

**I. PETITIONER** \_\_\_\_\_  
NAME COMPANY

ADDRESS \_\_\_\_\_

CITY STATE ZIP CODE

**II. NATURE OF BENEFIT SOUGHT:** \_\_\_\_\_

**III. NATURE OF APPLICANT** (please circle one of the following):

- a. Natural Person
- b. Corporation
- c. Land Trust / Trustee
- d. Trust / Trustee
- e. Partnership
- f. Joint Venture

**IV.** If the applicant is an entity other than described in Section 3, please state the nature and characteristics of the applicant: \_\_\_\_\_

**V.** If your answer to Section 3 was letter b, c, d, e or f, identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has a proprietary interest, interest in profits and losses, or right to control such entity:

	NAME	ADDRESS	INTEREST
a.	_____	_____	_____

Disclosure of Beneficiaries

Page 2

- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**Note: If your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.**

**VI. PERSON MAKING THIS DISCLOSURE ON BEHALF OF THE PETITIONER:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
CAPACITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

-----  
**VERIFICATION**

I, \_\_\_\_\_, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the petitioner, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained herein are true in both substance and fact.

BY: \_\_\_\_\_

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

*NOTICE TO ADJOINING PROPERTY OWNERS*

(SAMPLE LETTER)

DATE

NAME  
ADDRESS  
CITY, STATE, ZIP CODE

RE: P.I.N. NUMBER OF SUBJECT PROPERTY \_\_\_\_\_

DEAR PROPERTY OWNER:

PLEASE BE ADVISED THAT THE OWNERS OF \_\_\_\_\_  
HAVE PETITIONED THE VILLAGE OF NEW LENOX FOR A \_\_\_\_\_  
REQUEST. THIS PETITION HAS BEEN SUBMITTED BY \_\_\_\_\_  
\_\_\_\_\_.

A PUBLIC HEARING IS SCHEDULED TO BE HEARD BEFORE THE NEW LENOX  
(PLAN COMMISSION OR ZONING BOARD OF APPEALS) ON \_\_\_\_\_ DATE \_\_\_\_\_  
AT \_\_\_\_\_ TIME \_\_\_\_\_ AT THE NEW LENOX VILLAGE HALL, 1 VETERANS PARKWAY,  
NEW LENOX, ILLINOIS.

A COPY OF SAID PETITION MAY BE EXAMINED AT THE OFFICE OF THE VILLAGE  
PLANNING AND DEVELOPMENT ADMINISTRATOR, 1 VETERANS PARKWAY, NEW  
LENOX, ILLINOIS. ALL PERSONS DESIRING TO APPEAR AND BE HEARD FOR OR  
AGAINST THE SUBJECT OF THIS HEARING MAY APPEAR AND BE HEARD  
THEREON.

\_\_\_\_\_  
SIGNATURE

**CERTIFICATION OF NEIGHBORHOOD  
NOTIFICATION**

P Robin L. Ellis, AICP  
L Planning Administrator  
A  
N Jeff Smith  
N Planner  
I  
N David Batson  
G Planner/GIS Technician

I, \_\_\_\_\_, hereby certify that I have met the neighborhood notification requirements of the Village of New Lenox. All property owners within 250 feet have been notified (via certified mail) of my intentions to petition the Village of New Lenox for the following request(s):

\_\_\_\_\_

with regard to the property located at:

\_\_\_\_\_

As evidence of such notification, copies of the notification letters and returned receipts mailed to said property owners are attached, along with the return receipt certifications.

I understand that if such evidence is not submitted to the Village prior to the scheduled Planning and Zoning Commission meeting, the petition will not be scheduled to the applicable development hearing. I also understand that if the appropriate property owners are not notified, no action will be taken on my petition.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VILLAGE OF NEW LENOX**

**Engineering Department**

**Preliminary Plat Review**

**Submittal Checklist**

**SUBDIVISION** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DEVELOPER** \_\_\_\_\_

**ENGINEER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_

**CITY** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**Submitted**

**Received**

**COVER LETTER**

\_\_\_\_\_

\_\_\_\_\_

**PLATS ( 8)**

\_\_\_\_\_

\_\_\_\_\_

**PRELIMINARY ENGINEERING PLANS (8)**

\_\_\_\_\_

\_\_\_\_\_

**FIELD TILE STUDIES (2)**

\_\_\_\_\_

\_\_\_\_\_

## PROFESSIONAL FEE AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the **VILLAGE OF NEW LENOX**, a Home Rule Illinois Municipal Corporation (hereinafter referred to as "VILLAGE") and \_\_\_\_\_ (hereinafter individually and collectively referred to as "DEVELOPER").

**WHEREAS**, as a result of the DEVELOPER's project, which is \_\_\_\_\_, the VILLAGE must have its professional staff analyze, review and comment upon and perform other services solely on the VILLAGE's behalf from the time of the inception of the project through its completion; and

**WHEREAS**, the DEVELOPER acknowledges it should pay the VILLAGE's costs and expenses for professional staff services rather than impose the costs upon the VILLAGE residents.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

**SECTION ONE: PROFESSIONAL FEES.** The DEVELOPER shall pay the VILLAGE any and all professional staff fees, costs and expenses incurred by the VILLAGE as a result of or in conjunction with the DEVELOPER's project from this date and prior thereto, through the project's completion as determined by the VILLAGE and/or the VILLAGE's acceptance of all public improvements associated with the project, whichever occurs last.

The VILLAGE's professional staff includes, but is not limited to, its attorneys, engineers, land planners, landscape architects, arborists, traffic and transportation consultants.

Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services performed on behalf of the VILLAGE in conjunction with the project.

The VILLAGE's professional staff fees shall be billed to the DEVELOPER in the amount as authorized by the VILLAGE to be paid for such services.

**SECTION TWO: SECURITY.** Prior to the start of any work on the DEVELOPER's project, the DEVELOPER shall post with the VILLAGE cash or certified funds as security for the DEVELOPER's payment of such professional staff fees, costs and expenses, the sum of i) \$500 for residential variances; ii) \$5,000 for preliminary subdivision plats, preliminary planned unit development plats, final subdivision plats and final planned unit development plats; or iii) \$1,000 for all other types of requests. The VILLAGE is specifically authorized to apply this

security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the VILLAGE as required under this Agreement. The DEVELOPER is obligated to continuously maintain the original deposit amount with the VILLAGE until the project's completion.

**SECTION THREE: PAYMENT.** The VILLAGE shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the VILLAGE within thirty (30) days upon receipt of the statement from the VILLAGE. If the DEVELOPER does not pay the statement within the thirty (30) day period, interest shall accrue on the unpaid balance at the rate of one and one half percent (1 1/2%) per month. The VILLAGE may also direct that all professional staff and Village staff cease work on the project of the DEVELOPER until all statements are paid in full.

**SECTION FOUR: COOPERATION.** The DEVELOPER shall fully cooperate with the VILLAGE, its officials and professional staff with respect to its project.

**SECTION FIVE: REPRESENTATION OF VILLAGE ONLY.** The DEVELOPER acknowledges that the VILLAGE's in-house and professional staff solely represent the VILLAGE and the VILLAGE's interest and do not represent the DEVELOPER.

**SECTION SIX: CONFLICT.** If any of the terms and provisions of this Agreement conflict with any ordinance of the VILLAGE or agreement between the parties, the terms and provisions of this Professional Fee Agreement shall supersede and control any other terms and provisions.

**SECTION SEVEN: ATTORNEY'S FEES.** In the event any suit or other action is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other costs and expenses shall pay the VILLAGE's attorney's fees, expert witness fees, costs and any other associated expenses.

**SECTION EIGHT: SEVERABILITY.** The invalidity of any paragraph or subparagraph of this Professional Fee Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified.

**SECTION NINE: ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless agreed to by the parties in writing.

Dated at New Lenox, Will County, Illinois, on the date written above.

**VILLAGE OF NEW LENOX**, a Home Rule  
Illinois Municipal Corporation

(Corporate Seal)

BY: \_\_\_\_\_  
Mayor

ATTEST:

BY: \_\_\_\_\_  
Village Clerk

**DEVELOPER**

BY: \_\_\_\_\_  
Its President

ATTEST:

BY: \_\_\_\_\_  
Its Secretary