

**ORDINANCE NO. 25-02-17-02**

**ORDINANCE APPROVING THE AMENDMENT TO THE  
ANNEXATION AGREEMENT BETWEEN VILLAGE OF NORTH AURORA,  
AND WISEMAN-HUGHES ENTERPRISES, INC.  
RANDALL HIGHLANDS SUBDIVISION  
RANDALL CROSSING LOT 2 & 4 MIXED USE DEVELOPMENT**

**WHEREAS**, N.A. Townhomes LLC (hereinafter the “Applicant”) filed a petition for amendment to the Annexation Agreement between the Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision dated June 27, 2005, approved by Ordinance No. 05-06-27-01, recorded together in the Kane County Recorder’s Office on August 17, 2005, as Document No. 2005K096385 and re-recorded on October 18, 2005, as Document No. 2005K125197 (hereinafter the “Annexation Agreement”) along with an amendment to the PUD and for site plan approval, with the consent of the owner of the property identified in the Annexation Agreement; and

**WHEREAS**, the Annexation Agreement was last amended for development of Lot 3, creating Lots 2 and 4 on March 2, 2020, by Ordinance No. 20-03-02-03, being an Ordinance Approving the Amendment to the Annexation Agreement Between Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision Randall Crossing Lot 3 Mixed Use Development; and

**WHEREAS**, NA Lodging I LLC & PL6 LLC have filed an application with the Village for further amendment to the Annexation Agreement for Lots 2 and 4 and amendment of the Special Use and PUD consistent therewith; and

**WHEREAS**, the President and the Trustees have considered the Amendment pursuant to notice and a public hearing as required by law and find the Amendment is in the best interests of the Village of North Aurora.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of North Aurora as follows:

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Amendment to Annexation Agreement is hereby approved in the form attached as Exhibit A.

3. The Village President and Village Clerk are authorized and directed to sign the Amendment to Annexation Agreement.

4. This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 17<sup>th</sup> day of February, 2025, A.D.


Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 17<sup>th</sup> day of February, 2025, A.D.

Laura Curtis yes  
Mark Guethle yes  
Todd Niedzwiedz yes  
Mark Gaffino           

Jason Christansen yes  
Michael Lowery yes  
Carolyn Bird Salazar yes

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 17 day of February, 2025, A.D.

ATTEST:

  
Village Clerk


  
Village President

EXHIBIT "A"

**AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN**  
**VILLAGE OF NORTH AURORA, ILLINOIS AND**  
**WISEMAN-HUGHES ENTERPRISES, INC.**  
**RANDALL HIGHLANDS SUBDIVISION**  
**RANDALL CROSSING LOT 3 MIXED USE DEVELOPMENT**

**THIS AGREEMENT** made and entered into this 17 day of February, 2025, by and between the **VILLAGE OF NORTH AURORA, ILLINOIS**, a Municipal Corporation, hereinafter called (the "Village") **N A Lodging I LLC**, and **PL6 LLC** hereinafter called "Developer".

**WITNESSETH:**

**WHEREAS**, N A Lodging I LLC (the "Lot 2 Owner") is the owner of record of the property legally described as follows:

LOT 2, IN N.A. TOWNHOME'S RANDALL CROSSING, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2017 AS DOCUMENT NUMBER 2017K050873, IN KANE COUNTY ILLINOIS.

Commonly known as 1000 Kilbery Ln. North Aurora, IL  
PIN 12-32-403-019

and

PL6 LLC (the "Lot 4 Owner") is the owner of record of the property legally described as follows:

LOT 4, IN N.A. TOWNHOME'S RANDALL CROSSING, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2017 AS DOCUMENT NUMBER 2017K050873, IN KANE COUNTY ILLINOIS.

Commonly known as vacant property between Kilbery and Ritter St. N.  
Aurora, IL  
PIN 12-32-403-021

(hereinafter sometimes referenced together as the "Property"); and

**WHEREAS**, N A Lodging I LLC, and PL6 LLC desire to develop the Property and have filed an Application for zoning and site plan approval for development of the Property; and

**WHEREAS**, the Property was annexed pursuant to that certain ANNEXATION AGREEMENT BETWEEN VILLAGE OF NORTH AURORA, ILLINOIS and WISEMAN-HUGHES ENTERPRISES, INC. RANDALL HIGHLANDS SUBDIVISION dated June 27, 2005, approved by Ordinance No. 05-06-27-01, recorded together in the Kane County Recorder's Office on August 17, 2005, as Document No. 2005K096385 and re-recorded on October 18, 2005, as Document No. 2005K125197 (hereinafter the "Annexation Agreement") as amended thereafter; and

**WHEREAS**, the Property is zoned B-2 General Commercial District and subject to a mixed use planned unit development pursuant to Ordinance No. 05-06-27-03, being an Ordinance Granting a Special Use as a Multi-District Mixed Use Planned Unit Development for the Randall Highlands Development (hereinafter the "PUD Ordinance"); and

**WHEREAS**, a Petition for Amendment to the Annexation Agreement has been filed as required by the Illinois Municipal Code; and

**WHEREAS**, the Owner and Developer desire to amend the Annexation Agreement for the Property to be developed as mixed use multi-family apartment and commercial development; and

**WHEREAS**, the Owner and the Developer with a contract interest in the Property represent that no other parties have any right, title, interest or claim in the Property; and

**WHEREAS**, this Amendment to the Annexation Agreement is made pursuant to the provisions Illinois Municipal Code; and

**WHEREAS**, all notices, publications, procedures, public hearings, and other matters required for the consideration, approval, and execution of this Agreement have been given, made, held and performed as required by the Illinois Municipal Code and all other applicable statutes of the State of Illinois and Ordinances of the Village; and

**WHEREAS**, an Amendment to the Annexation Agreement will allow for the development of the Property according to sound planning, will aid in developing the Village as a balanced community and will assist the Village in realizing the purpose of the Comprehensive Plan of the Village of North Aurora; and

**WHEREAS**, the President and Board of Trustees of the Village have, by a vote of two-thirds (2/3) of the Corporate Authorities currently holding office, have approved this Amendment to the Annexation Agreement by ordinance directing the Village President to execute and the Village Clerk to attest this Amendment to the Annexation Agreement on behalf of the Village;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby agreed by and between the Village and Owner as follows:

1. **RECITALS.** The representations and recitations set forth in the foregoing Recitals are material to this Agreement and are hereby incorporated into and become a part of this Agreement as though they were fully set forth in this Paragraph 1.
2. **AMENDMENT.** The Annexation Agreement is hereby amended only as to the Property as follows:

**Section 3. ZONING.** The zoning for Lot 2 shall be amended to approve a special use for senior, independent living and to allow Lot 4 to be developed with a three-story mixed use building with commercial on the ground floor and multi-family residential dwelling units above it.

**Section 4. APPROVAL OF PRELIMINARY DEVELOPMENT DOCUMENTS.** A site plan and building elevations, photometrics, and landscaping plans prepared by Ryngaert + Sons Inc. Dated Dec. 19, 2024, and associated documents are attached hereto and incorporated herein as Exhibit 1.

**Section 11.B. AGREED MONETARY CONTRIBUTIONS.** The monetary contributions agreed as a condition of the annexation and development of the Lot as reflected in Exhibit M attached to the original Annexation Agreement is modified for the Property as follows:

The Traffic Impact Fee is hereby reduced to \$1 per square foot for the entirety of the mixed use building.

**Section 13. OTHER ANNEXATION REQUIREMENTS.** The parties understand the Property is not located in any park district currently and agree that they shall cooperate in regard to annexation of the Property, and any other properties the parties own in the Randall Crossing development, to the Fox Valley Park District so that the residents will have the benefits of the Fox Valley Park District. The Owner shall be solely responsible for any fees or costs associated with such action

3. **SCOPE.** This Amendment does not affect the zoning or other terms and condition of property in the Randall Highlands Development and Randall Crossing Commercial Development except as specifically stated in this Amendment. All of the property and provisions of the Annexation Agreement not specifically amended by this Amendment to the Annexation Agreement shall remain in full effect unchanged by this Amendment to the Annexation Agreement.
4. **BINDING EFFECT AND TERM.** This Amendment to the Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village

and successor municipalities for the period of twenty (20) years from the date of the Annexation Agreement

5. **COVENANT RUNNING WITH THE LAND.** This Agreement constitutes a covenant running with the land and is binding upon the parties hereto, all grantees, successors in interest, assigns and lessees, and successors.

6. **MODIFICATIONS.** Modifications hereof may be effected by the procedures established by law, in force from time to time, such as permit its initial approval. Village and the Owner of record of any portion of the Property, even if not the Owner named herein, may agree to modify this Agreement with respect to such portion of the Property. This agreement may be amended by the Village and the owner of record of a portion of the subject realty as to the provisions applying exclusively thereto, without the consent of the Owner of other portions of the subject realty not affected by this amendment.

7. **SEPARABILITY.** The provisions hereof shall be deemed to be separable; and if any section, paragraph, clause, provisions or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision of this Agreement.

8. **COOPERATION.** Village and Owner shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms, including the terms of the PUD Ordinance to be passed concurrently with the annexation of the Property. Both Village and Owner shall act in good faith, reasonably and promptly with respect to all consents, approvals and actions required or requested of it or taken by it hereunder or in connection with the development of the Property. During the term of this Agreement, Owner may continue its current uses on the Property including farming and general agricultural uses as to those portions of the Property not then developed.

9. **RECORDING.** This Agreement shall be recorded in the County Recorder of Deeds Office by the Village.

**IN WITNESS WHEREOF,** the parties have set their hands and seals on the date first above written.

**VILLAGE OF NORTH AURORA, ILLINOIS**  
**an Illinois Municipal Corporation**

By:   
Village President

ATTEST:

  
Village Clerk

**OWNER/DEVELOPER**  
**N A Lodging I LLC**

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

**OWNER/DEVELOPER**  
**PL6 LLC**

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

EXHIBIT "1"

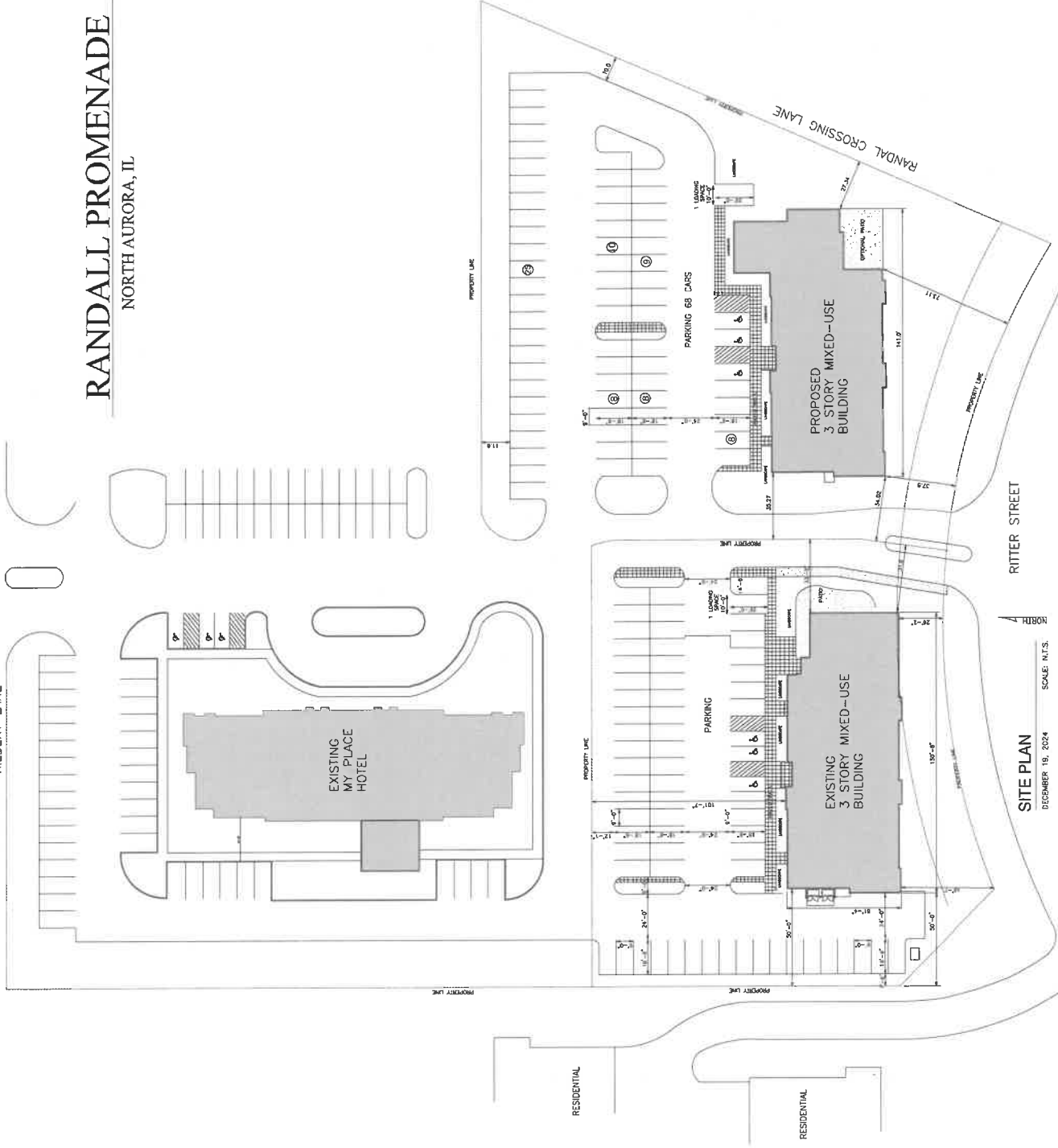
**SITE PLAN AND**  
**BUILDING ELEVATIONS, PHOTOMETRICS, AND LANDSCAPING PLANS**



KILBERRY LANE

# RANDALL PROMENADE II

NORTH AURORA, IL

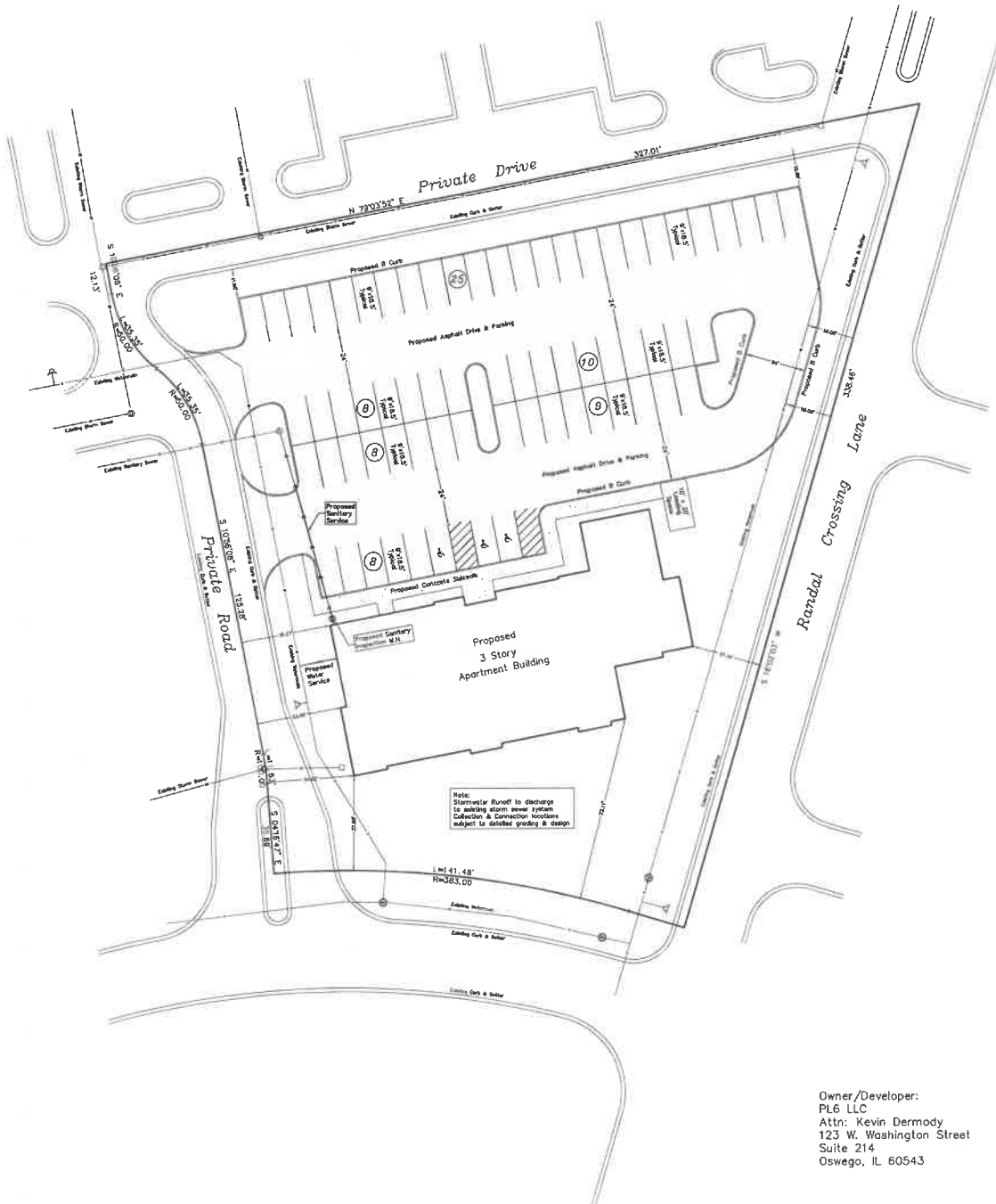
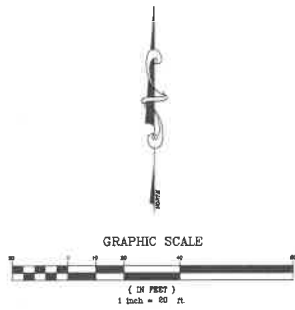


SITE PLAN

DECEMBER 19, 2024

SCALE: N.T.S.

*Exhibit A*  
*Conceptual/Preliminary Site Plan*  
*Randal Promenade II*  
*Lot 4 N.A. Lodging's Randal Crossing*



Owner/Developer:  
 PL6 LLC  
 Attn: Kevin Dermody  
 123 W. Washington Street  
 Suite 214  
 Oswego, IL 60543

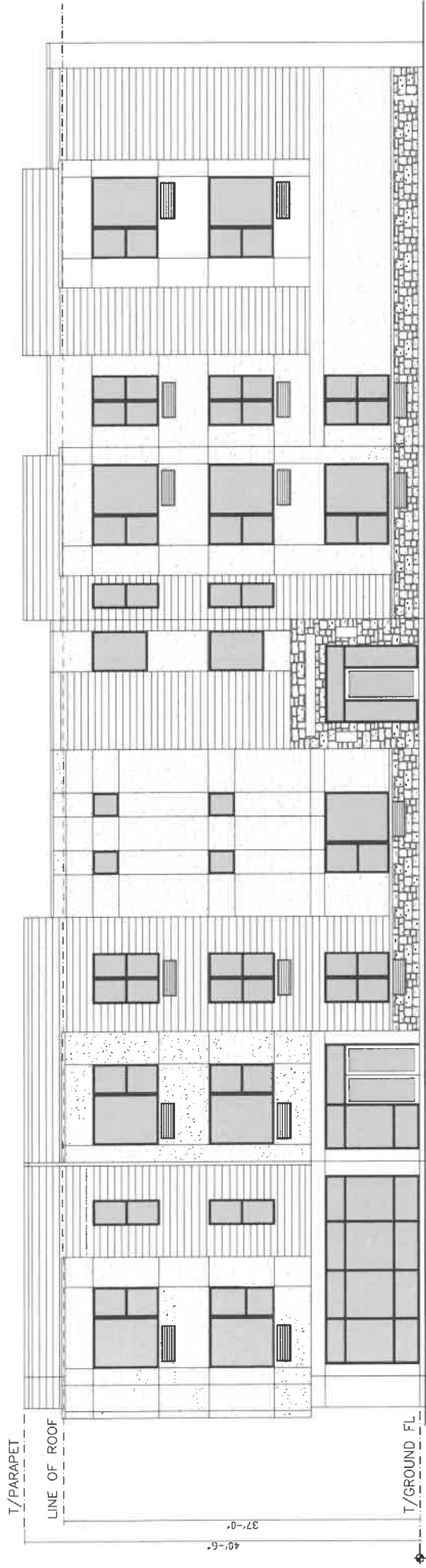
12-13-23	Preparation	TR	RYNEAR & SON, INC.
			PROFESSIONAL DESIGN FIRM LICENSE # 184-004637
			PREPARED FOR: Mikols Construction
			PROJECT NO: 24-8323
			595 BUTTWOOD CIR., NAPERVILLE, IL, 60540
			PH: (630) 355-9889 FAX: (630) 355-5362
NO.	DATE	DESCRIPTION	BY

# RANDALL CROSSINGS

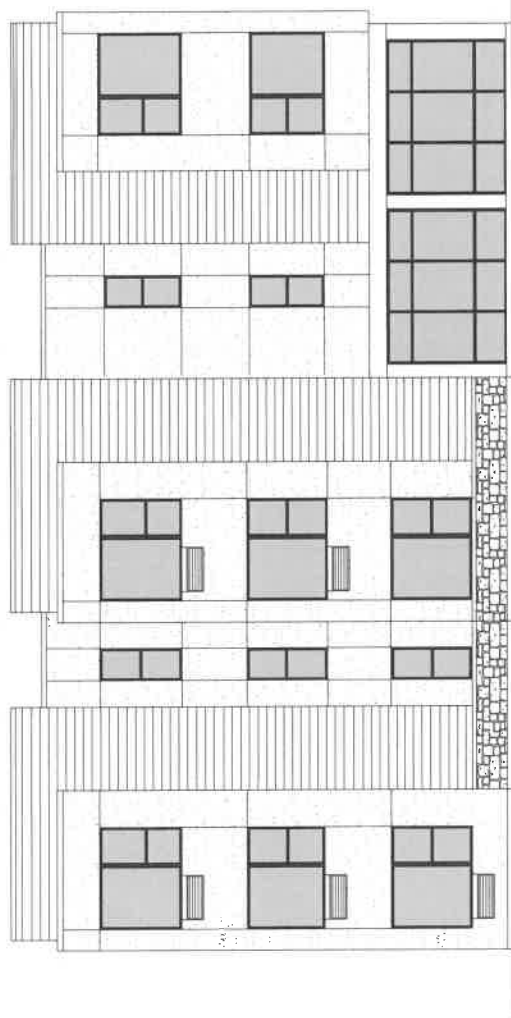
NORTH AURORA, IL



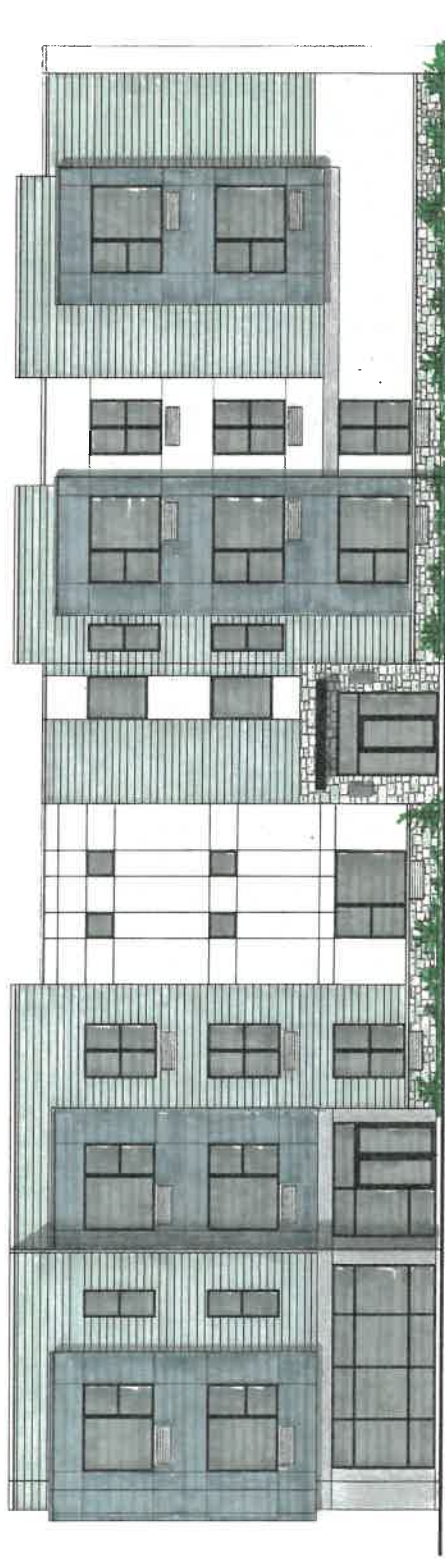
- SHADE TREES, 2.5" CALIPER
- ORNAMENTAL TREES, 6' TALL
- EVERGREEN TREES, 6' TALL
- LARGE DECIDUOUS SHRUBS, 36" TALL
- SM DECIDUOUS & EVERGREEN SHRUBS
- PERENNIALS, ORN'L GRASSES AND GROUNDCOVERS, 1 GAL



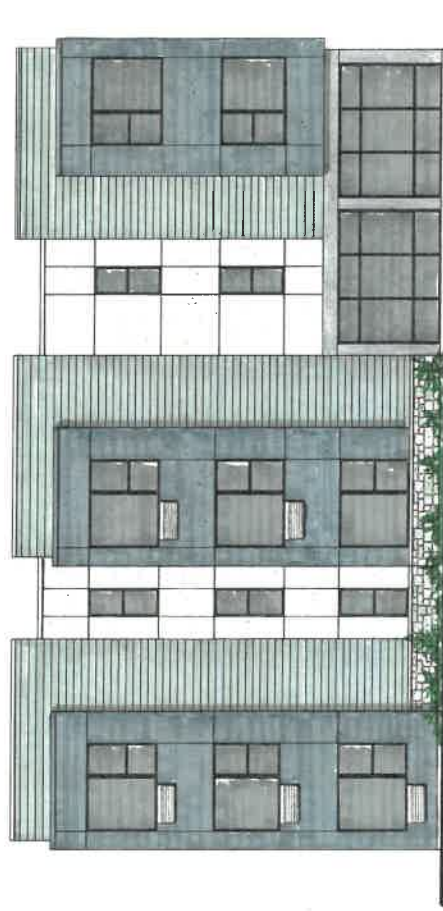
NORTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



EAST ELEVATION

RANDALL PROMENADE II

NORTH AURORA, IL



PROPOSED GROUND FLOOR PLAN

APARTMENT AREAS	
STUDIO APARTMENT	472 SF
1BEDROOM APARTMENT	742 SF
1BEDROOM PLUS APARTMENT	790 SF

# RANDALL PROMENADE II

NORTH AURORA, IL  
DECEMBER 19, 2024





Calculation Summary				Grid 2	
Label	Calc Type	Units	Avg	Min	Avg/Min
ALL CALCS AT GRADE	Illuminance	FC	0.33	0.0	N/A
PROPERTY LINE	Illuminance	FC	0.33	1.3	N/A
DRIVEWAY INT. AREA	Illuminance	FC	2.24	5.1	10.20

[illegible]

Based on the information provided, all designers and builders have been given an opportunity to express their views on the proposed code. The code is an expert recommendation position. The engineer would ultimately determine the applicability of the layout to existing or future field conditions.

Note: For pricing, please contact  
ILLUMINATION TECHNOLOGY GROUP  
quotes@illuminationtg.com  
630-761-5010



IGNITING PROPOSAL  
RANDALL CROSSINGS  
NORTH AURORA, IL