PETITIONER: Crestview Builders

CITY OF AURORA, ILLINOIS
ORDINANCE NO. 098-21
DATE OF PASSAGE February 24, 1998

AN ORDINANCE ESTABLISHING A SPECIAL USE PLANNED DEVELOPMENT, APPROVING A PLAN DESCRIPTION FOR 220 ACRES LOCATED N & S OF HAFENRICHTER, E OF EOLA, AND APPROVING A PRELIMINARY PLAN AND PLAT PURSUANT TO THE TERMS OF THE PLAN DESCRIPTION

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under Subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, Crestview Builders, Inc., and the Noggle Farm Limited Partnership are the owner of record of the real estate legally described on Exhibit "A", attached hereto and incorporated herein by reference as if fully set forth, and

WHEREAS, Crestview Builders, Inc. is the Contract Purchaser of the real estate legally described on Exhibit "A", attached hereto and incorporated herein by reference as if fully set forth, and

WHEREAS, a Plan Description in the form of Exhibit "B", attached hereto and included herein by reference as if fully set forth, has been duly submitted to the Corporate Authorities of the City of Aurora for review with the Annexation Agreement for the property described in Exhibit "A"; and

WHEREAS, all public hearings and other action required to be held or taken prior to the adoption and execution of said Annexation Agreement in order to make the same effective have been held or taken pursuant to notice as required by law and in accordance with all requirements of law; and

WHEREAS, the property legally described in Exhibit "A" has been duly and validly annexed to the City of Aurora
pursuant to the terms and conditions in the Annexation Agreement; and

WHEREAS, a Preliminary Plan and Plat for the property described in Exhibit "A" was duly referred by the Aurora City Clerk to the Aurora City Council, who, in turn, referred said plan and plat to the Aurora Planning Council and Planning Commission for study and recommendation, and to the Aurora City Council for final decision; and

WHEREAS, Exhibits "A-C", attached hereto and included herein by reference as if fully set forth, in its present form, have been on file with the City Clerk of the City of Aurora for public inspection for at least one week; and

WHEREAS, the City Council, after due investigation and consideration, has determined that the classification and establishment of a Special Use Planned Development and the approval of the Plan Description for the property legally described in Exhibit "A" will promote the sound planning and development of the City, and therefore serve the best interests of the City of Aurora;

NOW, THEREFORE, BE IT ORDAINED by the City council of the City of Aurora, Illinois, as follows:

Section One: That said City Council finds as fact all of the preamble recitals of this Ordinance.

Section Two: That the Plan Description in the form of Exhibit "B" attached hereto and included herein by reference as if fully set forth, and incorporated in and made a part of this Ordinance, is hereby approved and the Mayor of the City of Aurora is hereby authorized and directed to execute such Plan Description on behalf of the City, and the City Clerk is hereby authorized and directed to attest the Mayor's signature and affix the corporate seal of the City thereto.

Section Three: That all modifications and exceptions under the Aurora Zoning Ordinance (AZO) and all modifications and exceptions from the Aurora Subdivision Control Ordinance (ASCO), as set forth in the Plan Description, are hereby granted and approved.

Section Four: That the City Council of the City of Aurora hereby adopts pursuant to the terms of the Plan Description, and the Preliminary Plan and Plat attached hereto as Exhibit "C".

Section Five: That such number of duplicate originals of said Plan Description may be executed as the Mayor shall determine.
Section Six: That this Ordinance shall take effect and be in full force and effect upon and after its passage, approval and publication in pamphlet form as required by law.

Section Seven: That all ordinances or part of ordinances in conflict herewith are hereby repealed insofar as any conflict exists.

Section Eight: That any section, phrase or paragraph of this ordinance that is construed to be invalid, void or unconstitutional shall not affect the remaining sections, phrases or paragraphs of this ordinance which shall remain in full force and effect.

PRESENTED to the City Council of the City of Aurora, Illinois on February 24, 1998.

PASSED AND APPROVED by the City council of the City of Aurora, on February 24, 1998.

AYES 8 NAYS 0 NOT VOTING

SIGNED by the Mayor of the City of Aurora, Illinois, on February 24, 1998.

[Signature]
David L. Stover Mayor
City of Aurora Illinois

ATTEST:
[Signature]
City Clerk Cheryl Vonnoff

This instrument prepared by:
Aurora Planning Division
44 E. Downer Place
Aurora, Illinois 60507

Case File Number WH06/4-98.021-A
Parcel Number(s) 01-06-200-003; 01-06-400-003; 01-05-300-003
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE SOUTH 60 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

AND ALSO,

THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 6; THENCE NORTH 89 DEGREES 38 MINUTES 25 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1426.20 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO A LINE THAT IS 100 FEET EASTERLY AND PARALLEL WITH THE WEST LINE OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 6; THENCE SOUTH 00 DEGREES 48 MINUTES 52 SECONDS EAST, 586.14 FEET PARALLEL WITH SAID WEST LINE TO THE CENTERLINE OF HAFENRICHTER ROAD, AS CURRENTLY PAVED; THENCE NORTH 88 DEGREES 04 MINUTES 05 SECONDS WEST, 1128.05 FEET ALONG SAID CENTERLINE; THENCE WESTERLY, 236.77 FEET ALONG SAID CENTERLINE, BEING ALONG A CURVE CONCAVE TO THE NORTH TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 600 FEET, THE CHORD OF SAID CURVE BEARING NORTH 76 DEGREES 45 MINUTES 47 SECONDS WEST; THENCE NORTH 65 DEGREES 27 MINUTES 28 SECONDS WEST, 79.42 FEET ALONG SAID CENTERLINE TANGENT TO THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE AFOREMENTIONED SOUTHEAST QUARTER OF FRACTIONAL SECTION 6; THENCE NORTH 00 DEGREES 44 MINUTES 32 SECONDS WEST, 452.28 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHEAST CORNER OF FRACTIONAL SECTION 6; THENCE NORTHERLY, 175 FEET ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 6; THENCE WESTERLY, 2053.76 FEET ALONG A LINE THAT 175 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES THERETO, AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTHWESTERLY, 634.29 FEET ALONG A LINE FORMING AN ANGLE OF 161 DEGREES 24 MINUTES 47 SECONDS, MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE AFOREMENTIONED FRACTIONAL SECTION 6, SAID POINT BEING 377.18 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY, 184.99 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHEASTERLY, 602.95 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID POINT BEING 570.39 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EASTERLY, 2083.67 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

AND ALSO,

THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF HAFENRICHTER ROAD, EXCEPT THE SOUTH 175 FEET THEREOF, AS MEASURED AT RIGHT ANGLES THERETO, IN WILL COUNTY, ILLINOIS.

Located generally north and south of Hafenrichter Road, east of Heggs Road.

01-06-200-003; 01-06-400-003; 01-05-300-003
ATTACHMENT C to ANNEXATION AGREEMENT

A Plan Description for
Crestview Builders - Noggle Property
Planned Development District Pursuant to
Section 14.7 of the Aurora Zoning Ordinance

APPROVED DOCUMENT

Approved On ____________________
### TABLE OF CONTENTS

I. QUALIFYING STATEMENTS ......................................................... 3  
   A. PURPOSE ................................................................. 3  
   B. INTENT ................................................................. 3  
   C. PROJECT PHASING ...................................................... 4  

II. GENERAL CHARACTER .......................................................... 4  
    A. EXISTING CONDITIONS ............................................... 4  
    B. EXISTING ZONING CLASSIFICATIONS ............................... 5  
    C. COMPREHENSIVE PLAN ............................................... 5  

III. DEVELOPMENT STANDARDS FOR EACH LAND USE PARCEL ............. 5  
    A. ZONING ............................................................... 5  
       A-1.1 Regulations Applicable to All Residential-Single Family Parcels: 6  
       A-2.1 General Regulations Applicable to Multiplex Parcels ........... 8  
       A-3.1 General Regulations Applicable to All Park/Retention/  
              Open Space Parcels: ...................................... 11  
       A-4.1 Regulations Applicable to The Commercial/Multiplex Parcel: 13  
    B. PUBLIC IMPROVEMENTS .............................................. 15  

IV. REQUESTED MODIFICATIONS AND EXCEPTIONS TO CITY ORDINANCES 16  
    A. ZONING ORDINANCE MODIFICATIONS AND EXCEPTIONS ............. 16  
    B. SUBDIVISION CONTROL ORDINANCE AND STANDARD SPECIFICATION  
       MODIFICATIONS AND EXCEPTIONS ................................ 18  
    C. OTHER ORDINANCE MODIFICATIONS AND EXCEPTIONS ............ 20  
    D. MODEL HOMES AND SALES TRAILERS, CONSTRUCTION TRAILERS 20  
    E. SIGNS ............................................................... 21  

V. GENERAL PROVISIONS RELATING TO THE PROPOSED DEVELOPMENT 22  
   DISTRICT ...............................................................  

VI. LIST OF ATTACHMENTS  
    Attachment "A" - Legal Description  
    Attachment "B" - Preliminary Plan  
    Attachment "C" - Required Components of Final Site Plan  
    Attachment "D" - Landscaping  
    Attachment "E" - Design and Construction Standards for Lakes  
                   Blue/Green Detention Areas  
    Attachment "F" - Special Sign District Regulations  

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I. QUALIFYING STATEMENTS

A. PURPOSE

This Planned Development District has been created to assist the Aurora Planning Commission and City Council in governing their recommendations and actions on the development of the Subject Property as it relates to both existing and contemplated land uses in the area.

B. INTENT

This Plan Description and the Planned Development District described herein are intended to promote and protect the public health, safety morals, comfort, and general welfare of the area; to provide for the orderly, balanced and efficient growth and development of the City of Aurora ("City") through the positive integration of land use patterns, functions, and circulation systems; to protect and enhance those assets and values that establish the desirable quality and general livability of the City; to encourage new development contiguous to existing development; to guide and promote development to areas where public utilities, public roads, and municipal services are either available or planned; to encourage residential development in close proximity to places of work, shopping and recreation; to promote an accessible open space system that would be based on the various needs generated by the community; to guide development into energy efficient land use patterns; to insure the provisions of decent housing and a quality living environment for every resident of the City; to promote access to housing opportunities for all economic, racial, religious, ethnic and age groups; to promote a wide variety of housing types; to encourage quality design and practicable innovations in both housing structures and site development; to promote the provision of paved roads, sidewalks, utilities and other public works and improvements to each residence within the City through subdivision requirements or special assessments; to locate and direct urban growth to areas where municipal services are available or proposed; to work toward accomplishing complete utilities, including water mains and separated storm and sanitary sewer in all parts of the City; and to encourage the provision of underground utility lines.

In particular, this Planned Development District ("PDD") is designed and intended to promote strong neighborhood identification and a variety of housing products while maintaining consistency with the Comprehensive Plan of 1992. Neighborhood identification is promoted through clusters of homes ranging from 75 to approximately 150 dwelling units. Access to individual neighborhoods is generally limited to two or three points. Exterior lots in the individual clusters are buffered from adjoining major roadways
by uniform landscape buffered outlots. Individual homes front and back onto open space areas to promote open space vistas and security.

Consistent with the Comprehensive Plan of 1992, the Subject Property will be developed within the 0 to 5 dwelling unit per acre range for low density residential use with a network of public and private open space and storm water retention facilities traversing the Subject Property. The open space/retention area is intended to be developed as a network of public and private open space consisting of a system of public parks that are visible from interior roadways, and is interconnected by streets and pathways. Minimum lot size for single family lots in this area is 8,000 square feet in certain neighborhoods as set forth below. Multiplex units are located near the intersection of Heggs/Eola Road, and Hafenrichter Road. A 30 acre commercial/multiplex area is located along Heggs/Eola Road between 95th Street and Hafenrichter Road.

Neighborhood 1 shall have minimum lot sizes of 10,000 square feet. Neighborhoods 2 and 3 shall have minimum lot sizes of 8,000 square feet. Neighborhood 4, the townhome area, serves as a transition and will consist of approximately 34 acres. Neighborhood 5 is a 30 acre commercial/multiplex area with the option to convert up to 20 acres of this area into a multiplex neighborhood.

Neighborhoods 1-4 are intended to be developed by Crestview Builders, Inc. for 361 single family homes and 287 multiplex units. The neighborhood 5 option would permit an additional 178 multiplex units.

C. PROJECT PHASING

The City acknowledges that this sequence is tentative and is subject to change, in the Developer’s reasonable discretion, based on engineering requirements and marketing and other factors.

1. Phasing Schedule

   a. Phase One, Single Family Neighborhood 1 and 2.
   b. Phase Two, Neighborhoods 3 and 4.
   c. Phase Three, Commercial/Multiplex (Neighborhood 5).

II. GENERAL CHARACTER

A. EXISTING CONDITIONS

1. Subject Property

The Subject Property consists of approximately 220 acres lying east of Eola Road, north of the 95th Street extension in Wheatland Township, Will County. The land is
currently being cultivated in row crops. The Subject Property lies within the boundaries of Oswego Community Unit School District 308.

2. Surrounding Property

Land to the north is the Greater Midwestern residential development. Property to the west is the Concord Wheatlands residential development. Property to the east is the Montalbano (Pulte) residential development, the Lutheran Church property and the Case Farm, all of which are used for agricultural purposes. The property to the south is the Commonwealth Edison Right-of-Way and south of that, the Lakewood Valley residential development.

B. EXISTING ZONING CLASSIFICATIONS

1. Subject Property

The Subject Property is currently zoned A-1 Agricultural under the Will County Zoning Ordinance.

2. Surrounding Property

Land to the north is zoned PDD in the City of Aurora, Will County. Land to the east is zoned PDD in the City of Aurora, Will County, and A-1 Agricultural in Will County. Land to the south is zoned PDD in the City of Aurora, Will County. Land to the west is zoned PDD in the City of Aurora, Will County.

C. COMPREHENSIVE PLAN

1. Subject Property

The City of Aurora Comprehensive Plan designates most of the Subject Property as low density residential, 0 to 5 dwelling units per acre, some medium density residential, 6-12 dwelling units per acre, together with parks and open space. The area surrounding the intersection of Eola/Heggs Road and Hafenrichter Road is designated commercial.

2. Surrounding Property

The City of Aurora Comprehensive Plan designates the surrounding property as low density and medium density residential together with some commercial.

III. DEVELOPMENT STANDARDS FOR EACH LAND USE PARCEL

A. ZONING
The Planned Development District is intended to be developed by one developer and shall be divided into five (5) neighborhoods as designated on the Preliminary Plan, which is attached to and incorporated herein as Attachment B to Plan Description.

The characteristics, intent, general provisions, use restrictions and bulk regulations applicable to each type of land use and each parcel are set forth in this Section III.

A-1.1 Regulations Applicable to Residential-Single Family Parcels

A-1.2 Statement of Intent

a. Neighborhoods 1, 2, and 3.

Neighborhoods 1, 2, and 3 referenced as such within this document and on the Preliminary Plan attached hereto, shall be, in total, approximately 108.5 gross acres with a minimum of 105 acres and a maximum of 115 acres, designated as "Single Family". Upon approval of this document, Neighborhoods 1, 2, and 3 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. This land use area is intended for the construction of Detached Single Family Residences consisting of approximately 361 homes.

A-1.3 Specific Rules and Definitions

The sections of this Plan Description pertaining to Signs, Landscaping and Screening and Parking and Loading may contain reasonable variations from the approved Plan Description provided that such variations do not reduce the area set aside for common open space by more than five percent or increase or decrease by more than ten percent the Regulations applicable to each specific parcel as set forth in this Section III.

A-1.4 Permitted Uses

One-family detached dwellings, private open space, home occupations, accessory buildings, signs, and off-street parking facilities as defined and regulated in Sections 3, 8 and 10 of the Aurora Zoning Ordinance.

A-1.5 General Provisions

Except as modified herein, the development of the Residential-Single Family parcels shall be governed by the provisions of the Aurora Zoning Ordinance, by specific references to Section 11.2, "R-1 One Family Dwelling District", and by the specific provisions applicable to each Residential-Single Family parcel as set forth in this Section III(A).

a. Plan Approval
The Residential-Single Family parcels shall be subject to preliminary and final plan approval pursuant to Section 14.7 of the Aurora Zoning Ordinance and shall contain the required components listed on Attachment C to Plan Description, attached hereto, the Required Components of Final Plans. Public notice and public hearings shall not be required if the proposed preliminary and final Plans are in compliance with the standards as set forth in this Section III and in Section VI (2) of this Plan Description.

b. Signs

All signs shall be pursuant to the Aurora Sign Ordinance and the Special Sign District regulations attached hereto as Attachment F to Plan Description, and incorporated herein.

c. Landscaping and Screening

The requirements of Attachment D to the Plan Description are applicable to Residential-Single Family parcels.

d. Parking and Loading

Pursuant to Section 10.6-1(b), of the Aurora Zoning Ordinance, "Off-Street Parking and Loading", two (2) individually accessible enclosed, attached parking spaces shall be provided per dwelling unit. Nothing herein shall prevent any developer from constructing additional parking spaces in accordance with the requirements of the Aurora Zoning Ordinance and the terms of this Plan Description.

A-1.6 Nonconforming Buildings and Uses

Nonconforming buildings and uses shall be regulated by Section 6, "Nonconforming Buildings and Uses" of the Aurora Zoning Ordinance.

A-1.7 Special Uses

Special uses pursuant to Section 7, "Special Uses", of the Aurora Zoning Ordinance shall be established in accordance with Section 14, "Administration" of the Aurora Zoning Ordinance.

A-1.8 Accessory Building and Uses

Accessory buildings and uses may be established in accordance with the requirements of Section 8, "Accessory Buildings and Uses" of the Aurora Zoning Ordinance.
A-1.9 Bulk Restrictions

a. Maximum Lot Area Coverage by Building and Structures - Forty percent (40%) of the area of the zoning lot.

b. Lot Size and Width: Neighborhoods 1, 2, and 3
   i) Minimum lot size = 10,000 square feet, Neighborhood 1
   ii) 8,000 square feet, Neighborhoods 2 and 3
   iii) Minimum lot width = 60 feet

c. Yard Requirements
   Front yard setback = 25 feet
   Minimum side yard = 6 feet
   Side yard adjoining street = 15 feet
   Combined side yard, interior lots = 12 feet
   Combined side yard, corner lots = 21 feet
   Rear yard = 20 feet

d. Minimum floor area per dwelling unit:
   = 1,200 sq. ft. (One Story Homes)
   = 1,500 sq. ft. (Two Story Homes)

e. Maximum Building Height - 35 feet

f. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards, but may not encroach into any City utility easement.

A-2.1 General Regulations Applicable to The Multiplex Parcels:

A-2.2 Statement of Intent

a. Neighborhood 4

   Neighborhood 4 referenced as such within this document and on the Concept Plan attached hereto, shall be approximately 34 gross acres, with a minimum of 30 acres and a maximum of 40 acres, designated as "Multiplex". Upon approval of this document, this parcel shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. This area is intended for the construction of 287 ± Attached Single Family Residence/Townhomes. It is planned to accommodate two different types of multiplex products.

A-2.3 Specific Rules and Definitions
The sections of this Plan Description pertaining to Signs, Landscaping and Screening and Parking and Loading may contain reasonable variations from the approved Plan Description provided that such variations do not reduce the area set aside for common open space by more than five percent or increase or decrease by more than ten percent the Regulations applicable to each specific parcel as set forth in this Section III.

A-2.4 Permitted Uses

Multi-Family Dwelling/Townhomes; Attached Single Family; Manorhomes; Open Space (Private); Storm water management; home occupations; accessory buildings, signs and off-street parking facilities as defined and regulated in Sections 3, 8 and 10 of the Aurora Zoning Ordinance

A-2.5 General Provisions

Except as modified herein, the development of the Multiplex parcel shall be governed by the provisions of the Aurora Zoning Ordinance, including, but not limited to the provisions of Section 11-6, "R-5 Multiple-Family Dwelling District", and by the provisions presented in this Section III(B), Public Improvements.

a. Plan Approval

The Multiplex parcel shall be subject to preliminary and final plan approval pursuant to Section 14.7 of the Aurora Zoning Ordinance and shall contain the required components listed on Attachment C to Plan Description, attached hereto, the Required Components of Final Plans. Public notice and public hearings shall not be required if the proposed preliminary and final Plans are in compliance with the standards as set forth in this Section III and in Section VI (2) of this Plan Description.

b. Signs

All signs shall be pursuant to the Aurora Sign Ordinance and the Special Sign District regulations attached hereto as Attachment F to Plan Description and incorporated herein.

c. Landscaping and Screening

The requirements for Multiplex Areas contained in Attachment D to Plan Description shall apply to Multiplex parcels.

d. Parking and Loading
Pursuant to Section 10.6-1 and 10.6-2 of the Aurora Zoning Ordinance, "Off-Street Parking and Loading." Nothing herein shall prevent any developer from constructing additional parking spaces in accordance with the requirements of the Aurora Zoning Ordinance and the terms of this Plan Description.

A-2.6 Nonconforming Buildings and Uses

Nonconforming buildings and uses shall be regulated by Section 6, "Nonconforming Buildings and Uses" of the Aurora Zoning Ordinance.

A-2.7 Special Uses

Special uses pursuant to Section 7, "Special Uses", of the Aurora Zoning Ordinance shall be established in accordance with Section 14, "Administration" of the Aurora Zoning Ordinance.

A-2.8 Accessory Building and Uses

Accessory buildings and uses may be established in accordance with the requirements of Section 8, "Accessory Buildings and Uses" of the Aurora Zoning Ordinance.

A-2.9 Bulk Restrictions

a. Maximum Lot Area Coverage by Buildings and Structures - Forty percent (40%) of the area of the zoning lot.

b. Minimum Set Back Requirements from Public Right of Way:

   i) Exterior Front Yard - 25 ft.
   ii) Exterior Side Yard - 20 ft.
   iii) Exterior Rear Yard - 40 ft.

c. Minimum Interior Yard Set Back Requirements

   i) Front yard setback = 25 feet from back of curb
   ii) In lieu of minimum side and rear yards, the following separation requirements shall apply between building facades:

      (a) Side to side = 20 feet
      (b) Side to rear = 40 feet
      (c) Rear to rear = 60 feet
      (d) Front to rear = 100 feet
      (e) Front to front = There shall be a minimum separation of 50 feet. However, if the structures
are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 50 feet.

d. The minimum setback requirements set forth in A-2.9 b and c may be reduced upon the review and approval of specific site plans.

e. Minimum Floor Area per Dwelling Unit:
   = One - Story Homes from 900 sq. ft. total ground floor area per unit.
   = Two - Story Homes from 1,200 sq. ft. total floor area per unit.

f. Maximum Density - 8.5 dwelling units per gross acre

g. Lot width and area = no requirement

h. Maximum floor area ratio = 1.0

i. Maximum Building Height - 35 feet

j. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards, but may not encroach into any City utility easement.

A-3.1 General Regulations Applicable to All Park/Retention/Open Space Parcels:

A-3.2 Statement of Intent

a. Public Open Space/Recreation/Park District

"Public Open Space", "Park" and "Bike Paths" referenced as such within this document and on the Preliminary Plan attached hereto, shall be approximately 36 acres. Upon approval of this document, these parcels shall be designated as "P" Park on the City of Aurora Zoning Map. These parcels are intended to be developed as public park sites. The approximately one acre public park site adjacent to the elementary school site along Carls Drive is designed to be expanded to the east on adjacent property in order to form a future five (5) acre park site.
b. "Private Open Space" as referenced within this document and on the concept plan attached hereto, shall be approximately 8 acres. Upon approval of this document, these parcels shall be designated as "PDD" on the City of Aurora Zoning Map. These parcels are intended to be used as private recreation and storm water management areas.

A-3.3 Specific Rules and Definitions

The sections of this Plan Description pertaining to Signs, Landscaping and Screening and Parking and Loading may contain reasonable variations from the approved Plan Description provided that such variations do not reduce the area set aside for common open space by more than five percent or increase or decrease by more than ten percent the Regulations applicable to each specific parcel as set forth in this Section III.

a. Plan Approval

The park/retention/open space parcels shall be subject to preliminary and final plan approval pursuant to Section 14.7 of the Aurora Zoning Ordinance and shall contain the required components listed on Attachment C to Plan Description, attached hereto, the Required Components of Final Plans. Public notice and public hearings shall not be required if the proposed preliminary and final plans are in compliance with the standards as set forth in this Section III and in Section VI (2) of this Plan Description.

b. Signs

All signs shall be pursuant to the Aurora Sign Ordinance and the Special Sign District regulations attached hereto as Attachment F to Plan Description and incorporated herein.

c. Landscaping and Screening

The requirements of Attachment D to Plan Description pertaining to Storm water Facilities shall apply to park/retention/open space parcels.

c. Parking and Loading

Off-street parking and loading facilities shall comply with the requirements of Section 10.10-10 of the Aurora Zoning Ordinance, "Off-Street Parking and Loading."

A-3.4 Permitted Uses
Public and private open space, storm water detention/retention. Upon acceptance of any Park/Retention/Open Space parcel by the Fox Valley Park District, permitted uses shall also include the enumerated permitted uses in the Public Open Space/Recreation/Park District zoning district as set forth in Section 10.10 of the Aurora Zoning Ordinance.

A-3.5 General Provisions

Except as modified herein, the development of the Park/Retention/Open Space parcels shall be governed by the provisions of the Aurora Zoning Ordinance, including, but not limited to the provisions of Section 10.10, "Public Open Space/Recreation/Park District", and by the provisions presented in this Section III(A).

Pedestrian paths within the publicly dedicated parks shall be ten feet (10') in width.

A-3.6 Nonconforming Buildings and Uses

Nonconforming buildings and uses shall be regulated by Section 6, "Nonconforming Buildings and Uses" of the Aurora Zoning Ordinance.

A-3.7 Special Uses

Special uses pursuant to Section 7, "Special Uses", of the Aurora Zoning Ordinance shall be established in accordance with Section 14, "Administration" of the Aurora Zoning Ordinance.

A-3.8 Accessory Building and Uses

Accessory buildings and uses may be established in accordance with the requirements of Section 8, "Accessory Buildings and Uses" of the Aurora Zoning Ordinance.

A-3.9 Bulk Regulations

Pursuant to Section 10.10-5 of the Aurora Zoning Ordinance.

A-4.1 Regulations Applicable to The Commercial/Multiplex Parcel

A-4.2 Statement of Intent

a. Neighborhood 5
The Commercial/Multiplex Parcel referenced as such within this document and on the Concept Plan attached, is approximately 30.0 gross acres in size and designated as "Commercial/Multiplex". Upon approval of this document, this parcel shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. This parcel shall be used for general retail, office and business uses as permitted in the B-2 General Retail District. Twenty (20) acres of Commercial property must be maintained for the first five (5) years of this Agreement and a minimum of ten (10) acres of Commercial for the second five (5) years of the Agreement.

That portion of the Commercial/Multiplex Parcel (Neighborhood 5) that is to be developed with Multiplex residential uses shall be governed by the provisions of A-2.3 et seq. and not by the provisions of A-4.3 et seq.

A-4.3 Specific Rules and Definitions

The sections of this Plan Description pertaining to Signs, Landscaping and Screening and Parking and Loading may contain reasonable variations from the approved Plan Description provided that such variations do not reduce the area set aside for common open space by more than five percent or increase or decrease by more than ten percent the Regulations applicable to each specific parcel as set forth in this Section III.

A-4.4 Permitted Uses

Permitted uses for the Commercial will be subject to the provisions of Section 12.3-1 of the current Aurora Zoning Ordinance. On the Commercial Parcel, a gasoline service station including a mini-mart and car wash shall be considered a permitted use and subject only to site plan approval.

A-4.5 General Provisions

The development of any Commercial Parcels shall be governed by the provisions of the Aurora Zoning Ordinance, by specific reference to Section 12.3, "B-2 Business" District, and by those provisions presented below.

a. Plan Approval

The commercial parcels shall be subject to preliminary and final plan approval pursuant to Section 14.7 of the Aurora Zoning Ordinance and shall contain the required components listed on Attachment C to Plan Description, attached hereto, the Required Components of Final Plans. Public notice and public hearings shall not be required if the proposed preliminary and final plans are in compliance with the standards as set forth in this Section III and in Section VI (2) of this Plan Description.
b. Signs

All signs shall be pursuant to the Aurora Sign Ordinance and the Special Sign District regulations attached hereto as Attachment F to Plan Description and incorporated herein.

c. Landscaping and Screening

The requirements of Attachment D to Plan Description shall apply to commercial parcels.

d. Parking and Loading

Off-street parking and loading facilities shall comply with the requirements of Section 10 of the Aurora Zoning Ordinance, "Off-Street Parking and Loading."

A-4.6 Nonconforming Buildings and Uses

Nonconforming buildings and uses shall be regulated by Section 6, "Nonconforming Buildings and Uses" of the Aurora Zoning Ordinance.

A-4.7 Special Uses

Special uses pursuant to Section 7, "Special Uses", of the Aurora Zoning Ordinance shall be established in accordance with Section 14, "Administration" of the Aurora Zoning Ordinance.

A-4.8 Accessory Building and Uses

Accessory buildings and uses may be established in accordance with the requirements of Section 8, "Accessory Buildings and Uses" of the Aurora Zoning Ordinance.

A-4.9 Bulk Restrictions

Pursuant to current B-2 Business District "Bulk Restrictions" of the Aurora Zoning Ordinance.

B. PUBLIC IMPROVEMENTS

a. Heggs/Eola Road: Developer shall be responsible for 100% of the cost of installing a two-lane road with 27 feet back-to-back pavement with barrier curbs, from the centerline of Hafenrichter Road to the northerly right-of-way line of the proposed 95th Street
including that portion adjacent to the Commonwealth Edison property. Developer shall install a public sidewalk conforming to City standards on the east side of the road. City shall be responsible for constructing median improvements and left turn lanes.

b. 95th Street: Developer shall dedicate right-of-way only.

c. Hafenrichter Road:

1. From the intersection of Eola Road and Hafenrichter Road, east, to the southeast corner of the Noggle homestead: Developer shall be responsible for constructing the full improvement of Hafenrichter Road from Eola Road to Barrington Drive. East of Barrington Drive, the improvement shall taper into the existing two lane road. The City shall recapture the funds for the northerly one-half of the improvement from the owners and/or developers of the adjacent land and use said recaptured funds to construct the balance of the full improvement to Hafenrichter east of Barrington Drive adjacent to the Subject Property. Developer shall install a public sidewalk conforming to City standards on the south side of Hafenrichter Road.

d. Traffic Signalization

Developer shall be required to contribute to the cost of the future traffic signalization of Eola Road and 95th Street and Eola Road and Hafenrichter Road. Developer shall contribute $15,000.00 per signal as their 15% quadrant share. Said amount to be paid within five years after recording of the first final subdivision plat for the Subject Property. In the event the amount is paid after year two, the payment shall be adjusted to an amount based upon the then current consumer price index (CPI).

IV. REQUESTED MODIFICATIONS AND EXCEPTIONS TO CITY ORDINANCES

A. ZONING ORDINANCE MODIFICATIONS AND EXCEPTIONS

1. Zoning Variations Applicable to Residential - Single Family Neighborhoods 1-3 (variations apply to all parcels unless expressly limited)

a. Front yard setback = 25 feet
b. Minimum side yard setback = 6 feet
c. Combined side yard, interior lots = 12 feet
d. Combined side yard, corner lots = 21 feet
e. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards.

2. Zoning Variations Applicable to Multiplex Parcel Neighborhoods 4 and 5

a. Lot width and area per dwelling = no requirement

b. Minimum Set Back Requirements from Public Right of Way:
   i) Exterior Front Yard - 25 ft.
   ii) Exterior Side Yard - 20 ft.
   iii) Exterior Rear Yard - 40 ft.

c. Minimum Interior Yard Set Back Requirements
   i) Front yard setback = 25 feet from back of curb
   ii) In lieu of minimum side and rear yards, the following separation requirements shall apply between building facades:
      (a) Side to side = 20 feet
      (b) Side to rear = 40 feet
      (c) Rear to rear = 60 feet
      (d) Front to rear = 100 feet
      (e) Front to front = There shall be a minimum separation of 50 feet. However, if the structures are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 50 feet.

d. The minimum setback requirements set forth in IV A2 b and c may be reduced upon the review and approval of specific site plans.

e. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards.

3. Model Homes, Sales Trailers, Construction Trailers

a. The temporary use of trailers for the storage of materials, equipment and supplies and for sales, marketing and construction supervision during the period of construction shall be permitted subject to the terms of this Plan Description and subject to removal within ninety
(90) days following the completion of all construction activity on the affected parcel.

b. The use of a trailer solely utilized to provide shelter, and not housing, for security personnel within the development shall be permitted.

B. SUBDIVISION CONTROL ORDINANCE AND STANDARD SPECIFICATION MODIFICATIONS AND EXCEPTIONS

The following modifications and exceptions shall apply to all Parcels:

1. Building permits may be issued after the final engineering has been approved by the City Engineer and the Final Plat has been approved by the City Council and recorded. A property identification number (PIN) must accompany the building permit application. Subdivision Code § 43.12.(a)(3)(4).

2. The designation of the interior streets within the development is listed on the Preliminary Plan, Attachment B hereto. Streets within the Property that are not designated as "Neighborhood Interconnect" are "Local Residential Streets." The "Local Residential Streets" and "Neighborhood Interconnect Streets" within the Property shall be constructed entirely at Developer cost at the time that adjoining lots are developed. The construction of each type of street and parking restrictions shall conform to the following typical cross-sections:

a. Local Residential Streets:

i. Sixty foot (60') right of way;
ii. Twenty-eight foot (28') pavement width back to back with a rolled curb;
iii. Sidewalks five feet (5') in width constructed on both sides of the street within the dedicated right of way.
iv. On street parking permitted on one side of street only.
v. No parking shall be allowed on the side of the street adjacent to where fire hydrants have been installed. Developer agrees to provide signage to this effect.

b. Neighborhood Interconnect Streets:

i. Sixty-six foot (66') right of way;
ii. Thirty-one foot (31') pavement width back to back with a barrier curb;
iii. Sidewalks five feet (5') in width constructed on one side of
the street within the dedicated right of way or alternatively,
in lieu of a sidewalk, a pathway system may be constructed
inside or outside the dedicated right of way; sidewalks
and/or pathways shall be required on both sides of the street
where dwelling units front on the street.
iv. On street parking permitted on both sides of the street.

3. The maximum distance between storm manholes shall be 400'. (VI)

4. Street trees may be placed in a parkway; however, the center line of a tree
may not be placed within 10' of the center line of a sanitary sewer or water
service line. (XII)

5. The Developer may commence construction of the public improvements,
including but not limited to sanitary sewer, storm sewer, storm water
detention facilities, water main, streets, curbs and gutters and other
improvements at Owner or Developer's sole risk before approval of the
Final Plat, provided that prior thereto, the subdivider submits plans,
estimates, and specifications for all public improvements for approval by
the City Engineer and all other appropriate authorities, including, but not
limited to, the Fox Metro Water Reclamation District, the township
highway commissioners and state Environmental Protection Agency. Once
approval is obtained as stated herein, the actual construction may begin.
(43-44(2)). In lieu of actual construction of the improvements, as provided
above, the Developer may post, at the time of the submittal of the Final
Plat, cash, or security to ensure completion of the proposed public
improvements in accordance with the following:

a) Such cash or securities shall be in an amount equal to one hundred
(100) percent of the estimated improvements costs as certified by the
City Engineer (43-47(c)). (XVII)

6. Buildings located on multiplex parcel may be served by common sanitary
sewer and water lines. Separate service lines shall not be required for
individual dwelling units or buildings. The above notwithstanding, service
must be per the State Plumbing Code.

7. Lots and buildings within the Multiplex parcels shall be permitted to have
frontage on a private driveway that has direct and limited shared access to
a Local Residential Street or Neighborhood Interconnect Street as depicted
on the Preliminary Plan.
C. OTHER ORDINANCE MODIFICATIONS AND EXCEPTIONS

1. Except as modified herein or in the Annexation Agreement to which this Plan Description is attached, the Zoning Ordinance and Building Codes for the subject Parcels shall be as follows:
   - City of Aurora Zoning Ordinance (Ordinance #3100) as amended herein;
   - Aurora Building Code.

2. Developer may submit, and the City shall review standard plans for various building types for compliance with City codes. After the first building of a type has been completed, subsequent permit applications for the same building type may incorporate the approved standard building plan by reference without further review by the City. Upon the request of the Building Department, copies of plans and elevations of each dwelling unit shall be submitted to the City with the permit application.

D. MODEL HOMES AND SALES TRAILERS, CONSTRUCTION TRAILERS

1. Model Homes

The Developer shall be permitted, at the Developer’s sole risk, to construct, maintain and occupy model home units in one or more product lines being offered by the Developer, subject to the terms of this Section (V)D.

   a. Permits for model homes will not be issued until a final plat is approved containing the model home area;

   b. All required improvements in the subdivision control ordinance, including tested and approved water, gravel roadway street, signs, and acceptable detention shall be provided prior to permit issuance; and

   c. Sanitary sewer does not need to be provided until approval of residential occupancy.

2. Sales and Construction Trailers

   a. Upon preliminary plan approval for any parcel and in advance of final engineering, final plat approval and the construction of sanitary, storm sewer, storm water detention facilities, water main, streets, curbs and gutters, any Developer shall be permitted to set temporary construction office, storage and sales trailers on the site. Said trailers will be permitted after the Owner or Developer submits a site plan to the City Planning Division. Approval for placement
of trailers shall be subject only to staff review; Planning Commission or City Council approval shall not be required.

b. Installation of sanitary sewer and public water shall not be a condition to the issuance of permits for construction, storage and sales trailers;

c. Sales trailers shall be removed at such time as the Developer determines that marketing efforts have been substantially completed;

d. The Developer shall be permitted to construct and maintain other appurtenant facilities for said trailers including temporary driveways and temporary sanitary and water facilities and systems when all required permits have been issued by the City or the County, as the case may be;

e. The Developer, upon approval of the City Engineer may construct temporary parking facilities, haul roads and other pertinent facilities in advance of receipt of approved formal permits applicable to any parcel. The City Engineer’s approval shall not be unreasonably withheld.

f. Construction and storage trailers shall be removed within ninety (90) days following the completion of construction activity on the affected parcel.

3. All references to trailers in this Section (V)(D) shall be as that term is defined in the City’s Zoning Ordinance. All such trailers shall be maintained in a neat and orderly manner. The Developer shall maintain and repair any and all temporary facilities.

E. SIGNS

The City hereby establishes a special sign district for the Subject Property and adopts the sign regulations and specifications attached hereto as Attachment F to Plan Description and incorporated herein. The regulations in Attachment F shall supplement the regulations in the City sign ordinance. In the case of a conflict between the City sign ordinance and Attachment F, the less restrictive provision shall apply.
V. GENERAL PROVISIONS RELATING TO THE PROPOSED DEVELOPMENT DISTRICT

1. Except as amended herein or in the Annexation Agreement to which this Plan Description is attached, the codes and ordinances of the City which are in effect on the effective date of this Plan Description shall apply to all development of the Subject Property.

2. This Plan Description may be amended pursuant to the procedures in Sections 14 and 15 of the Zoning Ordinance. Notwithstanding the foregoing,

   a. preliminary plans may contain reasonable variations from this Plan Description which may be approved by the City without consideration of such changes at a public hearing. A variation shall be deemed reasonable provided it does not: (a) increase the gross residential density by more than five (5) percent; (b) reduce the area set aside for common open space by more than five (5) percent; or (c) increase or decrease by more than ten (10) percent the bulk restrictions applicable to buildings and structures; and

   b. the City Council may approve changes from the Plan Description which exceed the scope of a reasonable variation, provided such change is not a "major change." A major change is a change which substantially alters the proposed uses (including open space) or the percentages or the maximum or minimum percentage limitations for each use, projected densities for residential uses or the maximum or minimum limitations for such densities, or the intent and purpose of the Plan Description. Major changes from the Plan Description shall not be made without consideration at a public hearing held in accordance with Sections 14 and 15 of the Zoning Ordinance.

3. Permits shall be issued promptly and shall not be unreasonably withheld. In the event of the denial of any permit, the City shall state all of the reasons for such denial in a writing submitted to Developer at the time of denial.

4. Fees required under applicable City codes and ordinances, including but not limited to building permit fees, plan review fees, inspection fees, park and school land/cash contributions, and any other regulations which are in effect on the date of this Agreement and which are uniformly applied and collected in connection with development or construction on property within the corporate limits of the City shall apply to the Subject Property.

Owner and Developer understand and agree that the Property shall be subject to any lawful fees enacted by the City with regard to development so long as said fees are uniformly applied in the City.
5. If any section, subsection or paragraph of this Plan Description shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Plan Description.

6. This Plan Description shall be binding upon and inure to the benefit of the Parties hereto, successor owners of record of the Subject Property, or any part thereof, and their heirs, executors, administrators, assignees, lessees, and devises and upon any successor municipalities.

7. At the time of Final Plat approval, the Developer shall submit covenants, conditions and restrictions (CCR's) providing that a homeowner's association shall be established to provide inter alia maintenance responsibility for common areas and stormwater management basins. Additionally, said covenants shall address product quality assurances.
Attachment A to Plan Description

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE SOUTH 60 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

AND ALSO,

THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 6; THENCE NORTH 89 DEGREES 38 MINUTES 25 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1426.20 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO A LINE THAT IS 100 FEET EASTERLY AND PARALLEL WITH THE WEST LINE OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 6; THENCE SOUTH 00 DEGREES 48 MINUTES 52 SECONDS EAST, 586.14 FEET PARALLEL WITH SAID WEST LINE TO THE CENTERLINE OF HAFENRICHETR ROAD, AS CURRENTLY PAVED; THENCE NORTH 88 DEGREES 04 MINUTES 05 SECONDS WEST, 1128.05 FEET ALONG SAID CENTERLINE; THENCE WESTERLY, 236.77 FEET ALONG SAID CENTERLINE, BEING ALONG A CURVE CONCAVE TO THE NORTH TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 600 FEET, THE CHORD OF SAID CURVE BEARING NORTH 76 DEGREES 45 MINUTES 47 SECONDS WEST; THENCE NORTH 65 DEGREES 27 MINUTES 28 SECONDS WEST, 79.42 FEET ALONG SAID CENTERLINE TANGENT TO THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE AFOREMENTIONED SOUTHEAST QUARTER OF FRACTIONAL SECTION 6; THENCE NORTH 00 DEGREES 44 MINUTES 32 SECONDS WEST, 452.28 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS, AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHEAST CORNER OF FRACTIONAL SECTION 6; THENCE NORTHERLY, 175 FEET ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 6; THENCE WESTERLY, 2053.76 FEET ALONG A LINE THAT 175 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES THERETO, AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTHWESTERLY, 634.29 FEET ALONG A LINE FORMING AN ANGLE OF 161 DEGREES 24 MINUTES 47 SECONDS, MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE AFOREMENTIONED FRACTIONAL SECTION 6, SAID POINT BEING 377.18 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY, 184.99 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHEASTERLY, 602.95 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID POINT BEING 570.39 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EASTERLY, 2083.67 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

AND ALSO,

THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF HAFENRICHETR ROAD, EXCEPT THE SOUTH 175 FEET THEREOF, AS MEASURED AT RIGHT ANGLES THERETO, IN WILL COUNTY, ILLINOIS.

Located generally north and south of Hafenrichter Road, east of Heggs Road.

01-06-200-033; 01-06-400-003; 01-05-300-003
Attachment B to Plan Description

PRELIMINARY PLAN & PLAT
Attachment C to Plan Description

REQUIRED COMPONENTS OF FINAL PLANS

Notwithstanding anything to the contrary in the Plan Description to which this Attachment C is attached, the City of Aurora retains the right to amend this Attachment C and Attachment C as amended shall apply to all development of the Subject Property from and after the effective date of such amendment.

A. Written Documents

1. A statement of planning objectives to be achieved by the final plan through the particular approach proposed by the petitioner.
2. A development schedule indicating the approximate date when construction of the final plan or stages of the final plan can be expected to begin and be completed.
3. Petitioner’s proposed covenants, restrictions, and conditions to be established as part of the final plan.
4. A statement of petitioner’s intentions with regard to the future selling or leasing of all or portions of the final plan such as land areas, dwelling units, etc.
5. Exceptions or variations to City Zoning or Subdivision ordinances being requested as part of the final plan including the specific section of the ordinance from which the variation is requested and the requested variation itself.
6. Estimates of cost of installation of all proposed improvements confirmed by a registered Illinois engineer.

B. General Plan Information

1. Must be drawn to accurate engineering scale.

2. Must contain the following information:
   a. Scale.
   b. North arrow.
   c. Original and revision dates.
   d. Name and address of owner of record.
   e. Name and address of site plan designer.

3. Information Regarding Contiguous Property:
   a. Location of contiguous buildings.
   b. Zoning of contiguous property.
   c. Land Use of contiguous property.

4. Site Data to be Provided in Lower Right Hand Corner:
   a. Legal description.
   b. Size of property in square feet or acres.
   c. Current zoning.
   d. Proposed lot coverage of buildings by square feet and percentage.
e. Proposed blacktop/pavement coverage by square feet and lot percentage.
f. Number of parking spaces provided.
g. Number of parking spaces required by Zoning Ordinance.
h. Total amount of landscaped area by square feet and lot percentage.
i. Number of buildings.
j. Number of dwelling units, if a residential project.
k. Breakdown of dwelling units by bedroom type, if a residential project.

5. Landscape Data to be Provided in Lower Left Hand Corner:
a. Number of plantings by type.
b. Size of plantings at installation.
c. On-center spacing for hedges.
d. Caliper size of all trees at installation.

C. Plan Data Requirements

1. Dimensions of the property.
2. Existing and proposed streets (public and private), right-of-ways, driveways, all principal and accessory buildings and their uses, dimensioned building setbacks, lot sizes, sidewalks, off-street parking, service areas, open space, and recreational facilities.
3. Preliminary architectural plans for all residential buildings in sufficient detail to show basic building design.
4. The existing and proposed vehicular and pedestrian circulation systems, indicating their interrelationship and proposed treatments of points of conflict.
5. Existing and proposed utility systems including sanitary sewers, storm sewers, water, electric, gas, telephone, and cable television lines, including their sizes.
6. Proposed public and private lighting system.
7. Existing and proposed easements for utility service.
8. Proposed signage indicating size and content.
9. Existing vegetation and plantings.
11. The location and size in acres or square feet of all areas to be conveyed, dedicated, or reserved as common open spaces, public parks, recreational areas, school sites, and similar public and semi-public uses.
12. Any other information necessary to clearly show the proposed site plan elements.
Attachment D to Plan Description
LANDSCAPING

I. LANDSCAPING INTENT

The landscape standards set forth herein are intended to create an aesthetically appealing development which will enhance and preserve the appearance and character of the community. Specifically, these standards are intended to beautify the public way and to increase the compatibility of adjacent uses by requiring a buffer or screen between uses, thereby minimizing the adverse impact of noise, dust, and headlight glare. These standards, implemented properly will also reduce topsoil erosion and storm water runoff, replenish groundwater supply, while preserving nesting areas for birds and wildlife.

II. APPLICABILITY

The landscape standards set forth herein apply to the following uses and structures:

Stormwater facilities; parking areas; refuse and mechanical equipment areas; public streets; industrial and commercial development; residential multiplex and duplex development; residential single family development; perimeter landscape areas.

III. PLAN APPROVAL

A. A landscape plan shall be submitted and reviewed as to compliance and the landscape provision herein prior to the issuance of a building permit.

B. The landscape plan shall include and accurately depict the following:

1. all proposed and existing structures and other improvements, including but not limited to paved areas, berms, lighting, retention/detention areas and landscape material;

2. the number, type, size and location of all existing and proposed vegetation and other landscape material.

C. Subsequent to the review of said landscape plan, and issuance of the building permit, the City may allow minor deviations which do not substantially alter the plan, and which do not substantially diminish the intended benefits of said plan.

IV. LANDSCAPE PROVISIONS

A. The following provisions shall be deemed as the minimum requirements for the landscape plan. It is expressly understood that these minimum standards may not fully achieve the stated intent, and it is incumbent upon the applicant to provide landscaping that maximizes the above stated intent. The following requirements are cumulative:
The following requirements apply to all parcels:

a. Stormwater Requirements. For lake facilities, provide three canopy tree equivalents per each 100 feet of high water line. For detention facilities, provide five equivalents per 100 feet of high water line. Design facilities as visual amenities, with gradual slopes and/or decorative walls, and high quality design.

b. Miscellaneous Screening Requirements. Screen to 100 percent opacity dumpsters, trash areas, HVAC and utility facilities with plant material, decorative fencing, decorative masonry, building structural extensions, or any combination of these elements.

c. Foundation Planting Requirements. Submit foundation planting plans that effectively relates the structure to the landscape if required.

d. Development Screening Requirements. Screen development perimeters from arterial roadways to a height of four to six feet, with berming, landscaping, and/or decorative fencing and walls, or a combination of these techniques.

e. Street Tree Requirements. Provide three canopy trees per 100 feet of right-of-way frontage, generally spaced 40 feet on center in the parkway on each side of each public street pursuant to the Arboricultural Specifications Manual. If not possible to locate these trees in the parkway, place them within the exterior yards next to the parkway pursuant to the required count.

f. Dwelling Unit Requirements. Provide 1.2 canopy tree equivalents per dwelling unit on private property.

The following requirements apply to all non-single family detached parcels:

a. Perimeter Yard Tree Requirements. Provide three canopy tree equivalents per 100 feet of lot perimeter, which may be clustered.

b. Buffer Yard Requirements. Enhance the boundaries between these uses and commercial, industrial or other non-single family residential uses with planting material that provides an aesthetic screening treatment.

c. Parking Area Screening Requirements. Screen parking areas within 50 feet of public right-of-way with compact hedging, berming, decorative fencing, decorative masonry, or a combination, to three feet high.

d. Parking Area Internal Requirements. Within parking lots, add trees and shrubs to islands which organize traffic flow. A 10' X 20' landscaped
island (protected by concrete curb) shall be established for every 20 parking spaces.

3. The following requirements apply to all Single Family detached parcels:

a. Neighborhood Border Requirements. Provide subdivision “pods” or “neighborhoods” with landscape borders, in which street trees, entry monuments and features, grade changes and the like are located. These borders shall be a minimum of 25 feet wide and shall be located along all public street where lots do not front on such streets. Such borders shall be owned and maintained by homeowner associations, not by individual homeowners.

b. In lieu of the requirements of Section IV-A-1f, one canopy tree shall be planted for each interior lot, and two trees for each corner lot. Said trees shall be planted in the required exterior yards.

c. A uniform U.S. Postal mailbox and support structure shall be used for each building.

B. 1. The following plant size shall be the minimum at time of planting:

a. Canopy tree at 2-1/2" caliper. Note: Caliper shall be measured 12" from the base of the tree.

b. Evergreen tree at 6’ height, or Understory tree at 2-1/2" caliper, or Multi-stemmed tree at 8’ height.

c. Deciduous or Evergreen shrubs at 2’6” height.

2. Canopy Equivalents. In order to allow for flexibility while maintaining minimum planting levels, many of the above provisions specify “Canopy Equivalents”, instead of canopy trees. A Canopy Equivalent is one canopy tree, or three understory trees, or three evergreen trees, or twenty shrubs.
A. *The Developer shall submit a design plan to the City that includes the following:*

1. One foot (1'0") topography contours  
2. Normal water level/High water level  
3. One hundred year flood level  
4. Inlet and outlet location  
5. Design details for inlet and outlet structures  
6. Certification by registered engineer  
7. Date, scale, and north arrow  
8. All property boundaries and acreages  
9. Cross-section through the mid point of the facility  
10. Required storage volume and proposed storage volume.

B. *The following criteria shall be used to evaluate lake facilities:*

1. Side slope above water level shall be between four to one (4:1) and ten to one (10:1).  
2. Slope below water level to the safety shelf shall match the slope above the water line.  
3. A four foot wide, level safety ledge shall be provided at a three foot depth.  
4. The design for erosion protection at inlets and outlets must meet or exceed the City's criteria and guarantee requirements.  
5. The plans for the lake must meet the technical approval of the City of Aurora Engineering Department.  
6. Any inlets or outlets shall have a safety grate.  
7. The spillway shall meet the City of Aurora Standard Specifications and be designed to accommodate the 100 year storm.  
8. The lake bottom grading must be approved prior to filling.  
9. After lake excavation has been completed, the top soil shall be distributed to a minimum depth of four inches. The developer shall then fine grade and seed the bank area with an approved seed mix. A final inspection will be made prior to approval of the lake.
10. Protection against erosion and water level fluctuations is required. Bank stabilization may be provided through the following means:

a. Complete establishment of perennial ground cover and water tolerant grasses.

b. Construction of retaining walls.

c. Use of rip-rap underlaid by gravel placed in the zone to be exposed during seasonal water fluctuations. Minimum zone to be covered is three (3) feet above normal water level and ten (10) feet below the normal water level.

11. The developer agrees to guarantee any private lake to be free from defects for a period of two (2) years from date of City inspection and approval. If defects are found or occur, the Developer will guarantee to correct any and all defects within the two year period at no cost. Defects include, but are not limited to, bank erosion, sedimentation, and water holding capabilities.

12. Mechanical aeration is required on all lakes under three acres of surface area at normal water level.

C. The following criteria shall be used to evaluate blue/green facilities:

1. A minimum of 25% of the blue-green area shall be above the 100 year storm level.

2. Slopes should be mowable with a preferred slope with a maximum of six to one (6:1) for 25% of the area. Absolute minimum slope is four to one (4:1) over a maximum of 75% of the area.

3. Plans or specifications shall comply with any applicable City Ordinances.

4. Bottom slope of the blue-green areas will have a minimum two percent slope for positive drainage to the outfall. If necessary, said slope can be a minimum of one percent with perforated underdrain.

5. Drainage pipes over twelve inches in size must have a grate and proper wing wall or rip rap.

6. Rough grading shall be in conformance with City specifications with a preferred six inches and a minimum of four inches of black dirt.

7. Fine grading and seeding shall be in conformance with City specifications.
8. Provide grates for all drainage pipe flared end sections.

9. Low flow perforated pipes wrapped with fabric and open graded stone shall be used for blue-green areas.

10. The Developer agrees to guarantee any private blue/green detention facility to be free from defects for a period of two (2) years from the date of City inspection and approval. If defects are found to occur, the Developer will guarantee to correct any and all defects within the two year period. Defects include, but are not limited to, erosion, sedimentation and water detention capabilities.

11. Any further requirements of the Aurora Storm Water Control Ordinance and Standard Specifications not specifically addressed in the above criteria shall also govern the development of the blue/green detention areas.

D. The following criteria shall be used to evaluate facilities intended to be publicly owned:

1. Minimum lake area shall be 3 acres.

2. Twenty-five percent of the lake shall be a minimum of 12' deep located at the incoming pipe area. The balance of the lake shall be a minimum of 8' deep.

3. A 30' buildable area shall be provided around the lake above the 100 year flood level.

4. Twenty-five percent of the land in the lake park shall be above the 100 year flood level. This land would be exclusive of the 30' buildable area.

5. Design provision for multi-recreational use.

6. A final inspection will be made prior to acceptance of the lake.

7. Park/School sites will have one street side at least 25% open for access. Minimum access to sites is 60' wide.

8. Storm water drainage piping and appurtenances within any park shall be dedicated to the City at the time of final plats of subdivision. It is understood that the City will accept dedication of the storm water drainage piping and appurtenances and will assume responsibility to maintain, repair, renew, restore, and replace such facilities.

9. Provide desiltation basin at the pond’s in-flow locations; size shall be 1000 cubic feet per tributary acre.

10. Side slope above water level shall be between six to one and ten to one.
Attachment F to Plan Description

Special Sign District Regulations

In addition to any signs permitted by City ordinance, pursuant to section 2902.5 of the City code of ordinances, the City hereby establishes a special sign district for the Subject Property and adopts the special sign district regulations and specifications in this Attachment F to Plan Description. The regulations in this Attachment F shall supplement the regulations in the City sign ordinance. In the case of a conflict between the regulations in the City sign ordinance and this Attachment F, the less restrictive provision shall apply.

A. Signs Permitted

1. Temporary - Development Identification
   a. Area: 300 sq. ft. each side, each sign
   b. Height: 20' max.
   c. Construction: Wood, may be illuminated, no flashing lights or strobes.
   d. Quantity: maximum six on the subject property
   e. All temporary development signs must be removed from a lot before a certificate of occupancy will be issued for a home located on any said lot.

2. Permanent - Development Identification
   a. Area: 50 sq. ft. each
   b. Height: 8' max.
   c. Construction: Any combination of wood, masonry, concrete and landscaping with illumination
   d. Quantity: 12 on the subject property

3. Temporary and Permanent Directional Signage
   a. Developer shall submit for approval a proposed sign package identifying size, type and location of temporary and permanent directional signs within the subject property.

4. Models and Sales Trailers Signs
   a. Development identification and direction signage may be permitted on subject trailers.

B. General Regulations

1. In addition to the exterior lighting permitted on signs as indicated above, exterior lighting shall be permitted on sales centers, model homes, the American flag, arbors at the subdivision entry, and model home parking lots.
2. Signs may be directly or indirectly illuminated; provided, however, that sales signs shall not be illuminated between the hours of 10:00 p.m. and 5:00 a.m.

3. No off-premise advertising signs shall be permitted.
ATTACHMENT D TO ANNEXATION AGREEMENT
SCHOOL DISTRICT AND FIRE DEPARTMENT CONTRIBUTION AGREEMENT

This SCHOOL DISTRICT AND FIRE DEPARTMENT CONTRIBUTION AGREEMENT ("Agreement") is made this ___ day of _______ 199___, by and between Crestview Builders, Inc., an Illinois Corporation ("Crestview" and sometimes referred to herein as the "Developer") and the City of Aurora, Illinois; an Illinois municipal corporation ("City" and together with Developer, sometimes referred to collectively herein as the "Parties" and individually as "Party").

WITNESSETH

WHEREAS, Crestview is the contract purchaser of approximately 220 acres of property in Wheatland Township, Will County, Illinois (hereinafter "Subject Property"); and

WHEREAS, Parties intend to annex the Subject Property to the City; and

WHEREAS, in furtherance of the annexation and rezoning, the Parties have entered into an Annexation Agreement with the City of even date herewith, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-15.1-1; and

WHEREAS, the City has requested that the Developer reimburse the City for certain fiscal impacts that are attributable to development of the Subject Property, including, but not limited to educational and fire protection services.

NOW THEREFORE, for and in consideration of the mutual promises, benefits, covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are material to this Agreement and are incorporated herein as if fully set forth in this Paragraph 1.

2. **Fire Station.** The City has agreed with other developers within Will and Kendall Counties to obtain from said other developers land upon which a new fire station is to be constructed.

3. **Dedication of Fire Station Site.** Concord Development Corporation of Illinois ("Concord") transferred on July 1, 1997 the title to a fire station site to the City, rough graded and with water and sewer service available. The site shall be approximately one and one-half acres in size, and is proposed to be located at the northwest corner of Heggs/Eola Road and Hafenrichter Road ("Fire Station Site") as depicted on the Master Land Use Concept Plan. The Fire Station Site shall serve all other properties within Will and Kendall Counties that are within the immediate area of the Subject Property and that hereafter annex to the City.

4. **Construction of Fire Station.** After transfer of title to the Fire Station Site from Concord to the City, the City shall begin construction on a three bay fire station on the Fire
Station Site (approximately July 1, 1998). The City anticipates that construction on the Fire Station shall be completed on or before July 1, 1999.

5. **Fire Station Cost Reimbursement.** The City shall be reimbursed for the cost of constructing the station (estimated at $1,000,000.00), the cost of a new fire engine (estimated at $350,000.00), and the cost of an ambulance (estimated at $130,000.00) through a combination of certain impact fees and certain fees collected at building permit issuance, as provided in this Agreement. The amount of the reimbursement to be paid pursuant to this Agreement shall be equal to the lesser of $1,480,000.00 or the actual cost of construction of the fire station, the fire engine and the ambulance (the "Fire Station Capital Cost Reimbursement").

The City shall be reimbursed for the operating costs for the fire station (estimated at $517,000.00 per year) through the City's general fund real estate tax revenues levied and collected within and the establishment of a Special Service Area as provided in this Agreement. The amount of the reimbursement to be paid pursuant to this Agreement for fire station operating costs shall be equal to the lesser of $517,000.00 or the actual annual operating costs of the fire station (the "Fire Station Operating Cost Reimbursement").

a. At the time of final plat approval for any tract of land of the Developer or Owners, the Developer or Owners of the respective tract shall pay to the City a fire impact fee calculated at the rate of $325.00 per acre.

b. Upon the issuance of building permits for the Subject Property, in addition to fees that are uniformly applied and collected in connection with development or construction on property within the corporate limits of the City, the City shall be entitled to collect and the Developer or Owners as applicable shall pay to the City additional fees at the time of building permit in the following amounts:

   i) $250.00 for each for sale dwelling;
   ii) $150.00 for each rental dwelling; and
   iii) $150.00 per 1,000 square feet of gross building area for commercial and industrial structures.

c. The City shall segregate and apply the funds collected under subparagraphs (a) and (b) of this paragraph to offset Fire Station Capital Cost Reimbursement until the Fire Station Capital Cost Reimbursement shall have been paid; thereafter, such funds shall be utilized as provided by law.

d. The City shall credit the City's general fund real estate tax revenues against the Fire Station Operating Cost Reimbursement. To the extent such revenues are insufficient to offset the Fire Station Operating Cost Reimbursement, revenues from the Special Service Area established pursuant to paragraph 9 of this Agreement shall be credited against the Fire Station Operating Cost Reimbursement.
6. **Dedication of School Site.** Crestview shall transfer title to an elementary school site to the City in accordance with the City's school/park dedication ordinance at the time of final plat approval for the parcel which includes the School Site (as hereinafter defined). The proposed site is located south of Hafenrichter Road, east of the proposed Barrington Road and adjacent to Carls Drive as depicted on the Preliminary Plan ("School Site"). Upon transfer of title to the School Site to the City, Crestview shall be credited with a land donation under the City's school/park dedication ordinance based on the actual size of the School Site and the ordinance requirements in effect on the date of the dedication, waiving any objection to application of net cash fees thereunder.

7. **Construction of Elementary School.** After transfer of title of the School Site to the City, the City may construct a 600 student elementary school on the School Site and provide for use by the Oswego Community Unit School District No. 308. Funding of the cost of construction may be through a general obligation bond or other applicable financing.

8. **Elementary School Construction Cost Reimbursement.** The City shall be reimbursed for the cost of constructing any new elementary school through net revenues collected by the Special Service Area ("SSA") to be established pursuant to paragraph 9 of this Agreement. The maximum amount of the reimbursement to be paid pursuant to this Agreement shall be the actual cost of constructing and equipping any school, which is estimated to be $5,800,000.00, plus the rate of interest of a general obligation bond or other applicable financing cost, but further subject to periodic reduction as provided in paragraph 9 of this Agreement (the "School Cost Reimbursement").

9. **Special Service Area.** To offset the cost of constructing any elementary school and the fire station operating costs (to the extent such operating costs are not offset by the City's general fund real estate tax revenues as provided in paragraph 5 of this Agreement), the City shall establish a Special Service Area ("SSA") the boundaries of which include the Subject Property. Subject to applicable statutes and appropriate waivers, the City agrees to enlarge the boundaries of the SSA in the future or to establish other similar special service areas therefor in combination with the SSA hereunder for the revenue allocation purposes herein provided for, to encompass all properties in Will and Kendall Counties that annex to the City and which are benefitted from the construction of the elementary school serving the Subject Property. The Parties agree that special revenue generated from the SSA shall be utilized as provided herein.

a. The maximum levy in the SSA shall be $1.00 per $100.00 assessed valuation. The City shall apply the special revenue collected in the SSA to offset the Fire Station Operating Cost Reimbursement and the School Cost Reimbursement. The City's general fund real estate tax revenues in the SSA shall be applied first as a credit against the Fire Station Operating Cost Reimbursement. Special revenue collected in the SSA shall be applied on an annual basis first toward the balance of the Fire Station Operating Cost Reimbursement remaining after application of the City's general fund real estate tax revenues and second, toward the School Cost Reimbursement. It is acknowledged that as the City's general fund real estate tax revenues increase, there shall be a corresponding decrease in the amount of the special revenue that is allocated
to the Fire Station Operating Cost Reimbursement, and an increase in the amount of the special revenue that is allocated to the School Cost Reimbursement.

b. In the event that Oswego Community Unit School District No. 308 (the "District") passes a bond issue for construction of an elementary school building in the District, the applicable levy amount for that bond issue shall be a reduction of the subsequent SSA levies up to fifty percent of the $1.00 per $100.00 assessed valuation of the SSA.

c. The City shall dedicate the City's general fund real estate tax revenues collected from properties in the SSA toward the Fire Station Operating Cost Reimbursement as provided herein.

d. The SSA shall expire on the earlier to occur of (i) payment in full of the School Cost Reimbursement, or (ii) twenty years.

e. Upon expiration of the SSA, all equipment and operating costs for the fire station and all further school construction costs shall be financed through general City revenues.

10. **Incorporation into Annexation Agreement.** This Agreement is made and executed pursuant to the terms of that certain Annexation Agreement dated ________, 199__, by and between the Parties.

The terms of this Agreement have been incorporated by reference into and expressly made a part of the aforesaid Annexation Agreements. This Agreement shall be enforceable by the Parties or their successor or successors in title in any court of competent jurisdiction in an appropriate action at law or in equity, as provided in the Illinois Municipal Code, 65 ILCS 5/11-15.1-4, including the right of any of the Parties to seek specific performance of the terms of the Agreement. Further, in the event of such litigation, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such litigation.

11. **Miscellaneous.**

a. **Notices.** Any notice or other communication required or permitted to be delivered hereunder shall be in writing, signed by the party giving the same and served upon the parties at the following addresses:

If to the City: City Clerk
City of Aurora
44 East Downer
Aurora, Illinois 60507

If to Developer: Crestview Builders, Inc.
1416 Dunrobin Rd.
Naperville, IL 60540
and to: John Philipchuck
Dommermuth, Brestal, Cobine and West, Ltd.
Attorneys at Law
111 West Downer Place, Suite 300
Aurora, Illinois 60507

Any such notice shall be either delivered in person, sent by a recognized commercial express courier with freight and/or delivery charges paid by the sender, sent by telephonic facsimile transmittal to the intended recipient’s phone number for the receipt of such transmittals (with a duplicate copy of such notice or other communication also sent to the intended recipient by first-class United States mail, postage prepaid within one (1) business day after being sent by telephonic facsimile), or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Any such notice or other communication sent as above set forth shall be deemed properly delivered, whether or not actually received, as follows: if by personal delivery or commercial express courier, on the date that delivery is made to the intended recipient (or the date that such delivery is refused by the intended recipient); if by telephonic facsimile, on the date such transmittal is sent to the intended recipient’s phone number for the receipt of such transmittals; and if by registered or certified mail, on the date which is three (3) business days after the date such notice or other communication is deposited in the U.S. mail. The above addresses and facsimile numbers may be changed by written notice to the other party in accordance with this provision; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice.

b. Assignment. The rights and obligations of any Party to this Agreement may be assigned to a person or entity that acquires title to all or part of that Party’s respective portion of the Subject Property (as applicable) without the prior consent of any other Party, provided that such assignment shall be in writing, the assignee shall expressly assume the Party’s obligations under this Agreement and an executed counterpart of said assignment shall be delivered to the other Parties to this Agreement. From and after the date of said assignment, the assignor shall be relieved of any and all obligations, liabilities, costs and expenses which may accrue from and after the date of the assignment pursuant to or in connection with this Agreement.

c. Counterparts. This Agreement may be signed in counterparts, each of which need not contain the signatures of more than one party and all of such counterparts together shall constitute one Agreement.

d. Successors And Assigns. All of the terms and conditions of this Agreement are hereby made binding on the respective executors, heirs, devisees, administrators, personal representatives, successors and permitted assigns of the Parties hereto and upon successor municipalities of the City.

e. Captions. The captions and headings used in connection with the paragraphs and provisions of this Agreement are for convenience only and shall not be
deemed to limit, construe, affect or alter the meaning, scope or intent of the provisions hereof.

f. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of Illinois, without regard to its conflict of laws provisions.

g. **Waiver.** No waiver or release of any agreement or condition expressed in this Agreement shall be implied by any neglect of any Party to enforce any right or remedy on account of the violation of any such agreement or condition. No express waiver shall affect any agreement or condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

h. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties with respect to the subject matter herein, and there are no other agreements or understandings, oral or written, between the Parties except as recited herein. No amendment of this Agreement shall be valid unless in writing and signed by the Parties. The Parties agree that the obligations set forth in this Agreement and the City's school/park dedication ordinance constitute full satisfaction of Developers' obligations to School District No. 308 and the City with regard to its Fire Department as well as payment of the Developers' annexation fees to the City.

i. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

j. **Cumulative Remedies.** All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and not exclusive, unless expressly made so by the terms hereof, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

DEVELOPER: Crestview Builders, Inc., an Illinois Corporation

By: 

Attest: Michael J. Steele
SIGNED by the Mayor of the City of Aurora, Illinois, on this 29th day of Dec., 1997.

David L. Stover, Mayor
City of Aurora, Illinois

ATTEST:
Cheryl Vonhoff
City Clerk, Cheryl Vonhoff

12/23/97