



CITY OF AURORA, ILLINOIS

ORDINANCE NO. 018-020  
DATE OF PASSAGE February 27, 2018

An Ordinance Providing for the Execution of an Annexation Agreement with the Owners of Record Providing for R-4A(S) Two-Family Dwelling District with a Special Use, OS-1(S) Conservation, Open Space, and Drainage District with a Special Use, and P(S) Park and Recreation District with a Special Use zoning for the territory which may be Annexed to the City of Aurora located on the east side of Commons Drive south of 75th Street being Vacant Land in DuPage County, Aurora Illinois 60504

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, a proposed Annexation Agreement in the form of Exhibit "A", 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 with the request that all required hearings be held thereon, and requisition annexation to the City of Aurora of a certain territory therein described, subject to the terms and conditions of said Annexation Agreement, pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS (1994) 5/11-15.1-1); and

WHEREAS, the Corporate Authorities of the City of Aurora caused a notice to be prepared describing in general the terms and conditions of the proposed Annexation Agreement and stating the time and place of a public hearing to consider the proposed Annexation Agreement; and

WHEREAS, such notice of the public hearing was duly published not less than 15 nor more than 30 days prior to said public hearing, in a newspaper of general circulation in the City of Aurora; and

WHEREAS, on January 17, 2018, the Aurora Planning Commission, held a public hearing on the petition to enter into said Annexation Agreement and zoning amendment therein provided after due publication of notice of public hearing and has submitted a

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recommendation of APPROVAL for the Annexation Agreement and zoning amendment on said property to the City Council of the City of Aurora; and

WHEREAS, on January 25, 2018, the Planning and Development Committee of the Aurora City Council reviewed said Annexation Agreement and zoning amendment, reviewed the before mentioned recommendations and recommended APPROVAL of said Annexation Agreement and zoning amendment; 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, on February 27, 2017, the City Council also held a public hearing upon the proposed Annexation Agreement as specified in such notice; and

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

WHEREAS, the Corporate Authorities, after due investigation and consideration, and following the aforesaid public hearings, have determined that entering into the Annexation Agreement in the form of Exhibit "A" attached hereto and included herein by reference as if fully set forth, will serve the public good and benefit the City of Aurora; and)

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

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

Section Two: That this Ordinance shall be in full force and effect, and shall be controlling, upon its passage and approval.

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

Section Four: 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.

Section Five: That the Mayor and City Council hereby find as fact all of the preambles contained in the Annexation Agreement in the form of Exhibit "A", attached hereto and included herein by reference as if fully set forth.

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Section Six: That the Annexation Agreement in the form of Exhibit "A", 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 Annexation Agreement 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.

Section Seven: That such number of duplicate originals of said Annexation Agreement may be executed, as the Mayor shall determine.

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PASSED AND APPROVED ON February 27, 2018

AYES 11    NAYS 0    NOT VOTING 0    ABSENT 1

ATTEST:

Wendy McAnibidy  
City Clerk

D. L. C.  
Mayor

17-00870

**RECOMMENDATION**

TO: THE COMMITTEE OF THE WHOLE


FROM: THE PLANNING & DEVELOPMENT COMMITTEE

The Planning & Development Committee at their Meeting on Thursday, January 25, 2018

Recommended **APPROVAL** of an Ordinance Providing for the Execution of an Annexation Agreement with the Owners of Record Providing for R-4A(S) Two-Family Dwelling District with a Special Use, OS-1(S) Conservation, Open Space, and Drainage District with a Special Use, and P(S) Park and Recreation District with a Special Use zoning for the territory which may be Annexed to the City of Aurora located on the east side of Commons Drive south of 75th Street being Vacant Land in DuPage County, Aurora Illinois 60504 (M/I Homes of Chicago, LLC - 17-00870 / NA28/4-17.049-PA/A/SUPD/Ppn/Psd - JM - Ward 8)

VOTE 3-0

Submitted By   
Alderman Michael Saville, Chairman

  
Alderman Carl Franco

  
Alderman Sherman Jenkins

\_\_\_\_\_  
Alderman William "Bill" Donnell, Alternate

Dated This 25<sup>th</sup> Day of January, 2018

## EXHIBIT "A"

### ANNEXATION AGREEMENT FOR DISTRICT 204 PROPERTY LOCATED ALONG COMMONS DRIVE SOUTH OF 75<sup>TH</sup> STREET CONSISTING OF 25 ACRES

This ANNEXATION AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF AURORA, ILLINOIS, a municipal corporation, ("CITY"), and \_\_\_\_\_, ("OWNER"). The City and Owner are referred to as "Party" or "Parties."

#### WITNESSETH:

1. The Owner is the record title holder of the subject property (the "Owner") consisting of approximately 25 acres legally described in Attachment "A" attached hereto (the "Subject Property").
2. The Owner has attached hereto as Attachment "B" a disclosure of the beneficial owners of any land trust holding title to all or a portion of the Subject Property, if any, or a statement indicating that there are none.
3. The Parties to this Agreement desire that the Subject Property be annexed to the City of Aurora with the benefits of the Subject Property being as follows:
  - a. Full development potential of the Subject Property;
  - b. Establishment of high quality development standards that will elevate, support and stabilize property values for the proposed land uses;
  - c. Provision of a water supply system that has been engineered to supply water services to the Subject Property;
  - d. Provision of a sanitary sewer system that has been engineered to supply services to the Subject Property through the Fox Metro Water Reclamation District's facilities, or the City's facilities;
  - e. Provision of police protection by the City's fully trained, staffed and equipped Police Department;
  - f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department; and,
  - g. Favorable insurance rates due to the City's Fire Department having a Class 3 rating.
4. The Subject Property is contiguous to the city limits of the City of Aurora, Illinois, and is not within the corporate limits of any other municipality.
5. This Agreement is made pursuant to 65 ILCS 5/11-15.1-1 and 65 ILCS 5/7-1-1 of the Illinois Compiled Statutes.
6. All notices, publications, public hearings, and all other matters attendant to said Agreement as required by State statute and the ordinances, regulations, and procedures of the City have been met prior to the execution by the Parties to this Agreement.

**NOW, THEREFORE**, it is agreed by and between the Parties hereto as follows:

#### **SECTION A. Duration, Applicability and Owner/Developer Responsibility**

1. This Agreement shall be binding upon and inure to the benefit of the Parties

hereto, successor Owners of record and/or Developers of the Subject Property, or any part thereof, which is the subject of this Agreement, and their heirs, executors, administrators, successors, assignees, lessees, devisees and upon any successor municipalities for a period of ten (10) years from the date of execution hereof, unless changed in accordance with the law.

2. Owner agrees to comply with all the requirements of the Plan Description set forth in Attachment "C", and to the extent that there is a conflict between the terms of this Annexation Agreement and the Plan Description, the terms of the Plan Description shall control.
3. It is understood and agreed by the Parties hereto that, in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement, all the obligations and responsibilities of the Owner, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Owner shall be released from all obligations which relate to that portion of the Subject Property as may have been sold or conveyed.
4. Owner agrees to record a copy of the city ordinance providing for the execution of this Agreement and an executed copy of this Agreement with the appropriate County Recorder within sixty (60) days of the approval of said ordinance.
5. Owner agrees to file with the City Clerk a properly executed Annexation Petition pursuant to this Agreement covering the properties described in Attachment "A" not later than ninety (90) days after the execution of this Agreement.
6. Owner agrees to petition and diligently pursue the Fox Valley Park District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
7. Owner agrees to petition and diligently pursue the Fox Metro Water Reclamation District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
8. Owner agrees to petition and diligently pursue the appropriate U.S. Post Office for an "Aurora" mailing address on the Subject Property of this Agreement, within ninety (90) days of annexation to the City.
9. Owner agrees to dedicate right-of-way for existing roadways on, through or adjacent to the Subject Property, at the time of petition for Annexation of the Subject Property as specified herein.
10. Developer agrees that all existing structures on the Subject Property shall be razed and removed within one (1) year after the first Final Plan and/or Plat approval for any portion of the Subject Property.
11. Developer agrees to connect to the public sanitary sewer system and shall pay charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.
12. Owner agrees to establish and record cross-access easement(s) with regard to private drives on the Subject Property serving the adjacent properties, prior to or at the time of Final Plan. Owner agrees that such cross-access easements shall include the right of access by contiguous and adjoining property owners to all access point(s) onto the public right-of-way.
13. Developer agrees that one-hundred percent (100%) of the public improvements costs required to serve the development to be constructed on the Subject Property shall be the Developer's responsibility.
14. Developer agrees that the cost of public improvements described in Section D as

the "Developer's Responsibility" shall be constructed at one-hundred (100) percent the Developer's cost.

15. Owner agrees to cooperate with the City in establishing any special service areas required by the City concerning storm water control and common areas maintenance for the Subject Property including private drives and cross-access easements and shall establish any required Specific Special Service Area ("SSA") within 60 days after Final Plan, Plat and Final Engineering approval, and prior to any conveyance of any parcels to any non-Developer/Owner controlled person or entity. Owner waives any objection to the establishment of an SSA for the Subject Property and agrees that failure to comply and have a required SSA established may result in the City withholding Occupancy Permits in the Development.
16. Developer shall set up, or join an existing, not for Profit Corporation to act as the Homeowner's /Property Owner's Association requiring assessments to take care of storm water control facilities and any common area maintenance for the Subject Property including private drives and cross-access easements. Developer shall also establish covenants for the Subject Property which shall run with the land, said covenants shall require the Homeowner's/Property Owner's Association remain in perpetuity, establish assessments, and maintenance responsibilities. Developer agrees to set up/join said Association and record said covenants prior to the conveyance of any parcels to any non-Developer/Owner controlled person or entity.
17. Developer agrees for any residential units, if any, to satisfy the City's school and park donation requirements of the School/Park ordinance by the dedication of land or the payment of cash with the issuance of each building permit. Developer and City shall enter into the City's standard letter agreement at the time of Final Plat approval of each residential parcel specifying the exact payments to be made.
18. Developer agrees for any residential units, if any, to pay all lawful City school developmental impact fees in effect at the time application is made for any building permits, for the applicable School District, upon residential lots on the Subject Property.

#### **SECTION B. Annexation, Zoning and City Responsibility**

1. Subsequent to the approval of this Annexation Agreement, the City agrees to adopt an ordinance annexing the Subject Property to the City pursuant to an Annexation Petition, subject to the terms and conditions herein.
2. In the event that an Annexation Petition for the Subject Property is not filed within ninety (90) days, the City may void this Agreement by ordinance.
3. Subsequent to Annexation the City agrees to adopt an ordinance classifying the Subject Property as R-4A(S) Two-Family Dwelling District, OS-1 (S) Conservation, Open Space, and Drainage, and P(S) Park and Recreation District Zoning with a Special Use Planned Development, established pursuant this Agreement, and approving the Plan Description for the Subject Property as set forth in Attachment "C".
4. City agrees that the dedication of approximately one (1) acre of land will be required for school or park purposes and that cash in lieu of the remainder of land shall be paid at time of building permit issuance on a pro rata basis.
5. City agrees to the access points from the existing public right-of-way for the



Subject Property as identified in Section D.3 of this Agreement pending any applicable State or County review and approval of said access points.

**SECTION C. Development Review**

1. No portion of the Subject Property shall be developed until and unless the City in accordance with the conditions has approved such development hereinafter set forth.
2. The Subject Property described in Attachment "A" shall be governed by all of the requirements contained in the Aurora Zoning Ordinance No. 3100, except for variations which are specifically set forth in and subject to the appropriate modifications of the Plan Description attached as Attachment "C".
3. Except as provided herein, the provisions of the Aurora Subdivision Control Ordinance shall govern all development of the Subject Property regardless of the size of a parcel being developed at any one time. If no subdivision plats for the Subject Property are required, then Owner agrees that the public improvements and other subdivision control requirements of the Aurora Subdivision Control Ordinance shall be applicable to the Subject Property.
4. A Preliminary Plan and Plat is required to be approved by the City Council on the entire Subject Property described in Attachment "A" prior to the approval of any Final Plan(s) and Plat(s) being approved for any part of said Subject Property.
5. Preliminary Plat(s) and Plan(s) and Final Plat(s) and Plan(s) may be submitted and approved simultaneously.
6. Final plats may be presented to the City for approval individually.
7. Building Elevations shall be presented for approval with the Final Plat and/or Plan and will be evaluated based on quality and variety of building materials, orientation and presentation from the public street, and the use of architectural elements and environmentally sustainable design and construction. Any subsequent Developer of the Subject Property agrees that any new structure(s) shall be designed and constructed to create a uniform theme architecturally with any structure(s) on adjacent properties that are a part of the Development, by incorporating common exterior façade elements and materials.
8. The construction of buildings on the Subject Property shall be in accordance with the Aurora Building Code requirements in force at the time of issuance of building permits.
9. All codes and ordinances of the City of Aurora not amended herein by this Agreement and all codes and ordinances applicable Citywide adopted by said City after the execution and entering into of this Agreement by the Parties hereto shall apply to the Subject Property.
10. Engineering plans and specifications for the improvements to be installed in each phase of the development shall be submitted to the City together with the final subdivision plat for such phase.

**SECTION D. Roads, Public Utilities and Storm Water Management**

1. Common Drive - The public right of way to be dedicated for Commons Drive shall be established at 80 feet with a cross section of 39 foot of pavement width back to back with B6-12 curb and gutter. A five-foot (5') concrete sidewalk on the west and a ten foot (10') asphalt bike path on the east adjacent to the property line are

required and shall be permitted within the public right of way up to 1 foot off the property line. DEVELOPER RESPONSIBILITY: Developer will dedicate right of way and install the required improvements for the eastern half of this roadway and sidewalk improvements along the Subject Property.

2. Common Drive (off site) - The public right of way to be dedicated for Commons Drive shall be established at 80 feet with a cross section of 39 foot of pavement width back to back with B6-12 curb and gutter. A five-foot (5') concrete sidewalk on the west and a ten foot (10') asphalt bike path on the east adjacent to the property line are required and shall be permitted within the public right of way up to 1 foot off the property line. DEVELOPER RESPONSIBILITY: Developer will install the required improvements of this roadway and sidewalk improvements for the extension of Commons Drive between the Subject Property and Stonehaven Subdivision Unit 1. The City will enter into a Roadway Agreement with the Developer to establish the construction and reimbursement details of this improvement.
3. Interior Streets - The public right-of-way to be dedicated for **Interior Streets** shall be established at 66 feet with a cross section of 31 feet of pavement width back to back with B6-12 curb and gutter, five-foot (5') sidewalks adjacent to the property line are required and shall be permitted within the public right-of-way up to one foot (1') off the property line. DEVELOPER RESPONSIBILITY: Developer will dedicate right of way and install the required improvements to this roadway and sidewalk improvements as stated above.
4. The access points from the existing public right-of-way for the Subject Property shall meet all applicable codes and ordinances and shall be limited to:
  - a. Two full access from Commons Drive.
5. A double-fed public water main system is required to provide adequate fire protection and water service for the Subject Property and each lot.
6. Individual water service is required for each individual unit.
7. Development of the Subject Property requires that adequate storm and sanitary discharge plans, and other related plans, have been approved by the appropriate City of Aurora Department, or agency with responsible jurisdiction.
8. Wetland and/or floodplain mitigation shall be subject to review and approval by an appropriate outside agency within responsible jurisdiction.
9. A subsurface drainage investigation report shall be submitted to the City's Engineering Division for review, as per the requirements of the Stormwater Ordinance. Any and all field tiles on the Subject Property must be protected during construction and shall be re-routed so as to not run under any building. Any filling operations must be done in such a manner so as not to raise the emergency overland flow elevations on adjacent properties. When, as and if said field tile is re-routed or damaged Owner and Developer shall repair all damaged field tile but shall not be required to use any tile of a type, kind or character other than is the same or equal to that presently used in the field tile in question. If the tile is run under any paved area, or within public right of way, then concrete tile must be used.
10. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
11. All improvements, buildings and structures shall be required to follow the Kane County Stormwater Ordinance requirements as adopted by the City.

**SECTION F. General Provisions**

1. In the event that any section, subsection or paragraph of this Agreement is held to be invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement. None of the parties to this Agreement shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision thereof as defense to any claim by any other party seeking to enforce this Agreement.
2. Any notice or demand hereunder from any Party hereto to another Party hereto shall be in writing and shall be deemed served if mailed by prepaid registered or certified mail addressed as follows:

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

With copy to: Aurora Corporation Counsel  
City of Aurora  
44 East Downer Place  
Aurora, Illinois 60507

If to the Owner: Jay Strang  
Indian Prairie Community School District No. 204  
780 Shoreline Drive  
Aurora, IL 60504  
[jay\\_strang@ipspd.org](mailto:jay_strang@ipspd.org)

If to the Developer: Matthew J. Pagoria  
VP Land Acquisition  
M/I Homes of Chicago, LLC  
400 E. Diehl Road, #230  
Naperville, IL 60563  
[mpagoria@mihomes.com](mailto:mpagoria@mihomes.com)

With copy to: Scott D. Gudmundson  
Gudmundson Law, P.C.  
250 Parkway Drive, Suite 150  
Lincolnshire, Illinois 60069  
[scott@gudmundsonlaw.com](mailto:scott@gudmundsonlaw.com)

3. Should correspondence to Owner be a notification of violation of any provision of this Annexation Agreement, Owner shall have thirty (30) days in which to correct such violation. The thirty-day period shall begin at the time of the mailing of said notice.
4. The Parties hereto agree to cooperate in applying the provisions of this

Agreement and to fulfill the intent of the provisions set forth herein.

5. The Parties agree that the Parties or their successors in title may enforce this Agreement in any court of competent jurisdiction, in an appropriate action at law or in equity, as provided in 65 ILCS 5/11.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of this Agreement.
6. Owner and Developer understand and agree that the Subject 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 except for fees that the City elects to rebate to developers pursuant to an annexation or development agreement.

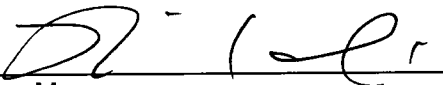
**(SIGNATURE PAGES TO FOLLOW)**


Executed in Aurora, Illinois.

**SIGNED BY OWNER** on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

**SIGNED BY CITY OF AURORA** on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
CITY OF AURORA, an Illinois  
Municipal Corporation

By:   
Mayor

Attest:   
City Clerk

**ATTACHMENT "A"**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

Commonly known as (address): Southeast Corner of Commons Drive and Thatcher Drive

Tax Parcel Number: 07-28-400-010-0000

Legal Description:

THE SOUTH 1027.50 FEET OF THE WEST 1059.85 FEET OF THE  
SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY,  
ILLINOIS.

**ATTACHMENT "B"**

**DISCLOSURE OF BENEFICIAL OWNERS**

There are no beneficial owners of any land trust holding title to any portion of the Subject  
Property



**ATTACHMENT "C"**  
**PLAN DESCRIPTION**

**EXHIBIT "B"**

**A PLAN DESCRIPTION FOR DISTRICT 204 PROPERTY  
LOCATED ALONG COMMONS DRIVE SOUTH OF 75<sup>TH</sup> STREET  
CONSISTING OF 25 ACRES**

A Plan Description for the property at the southeast corner of Commons Drive and Thatcher Drive with R-4A(S) Two-Family Dwelling District, OS-1(S) Conservation, Open Space, and Drainage District, and P(S) Park and Recreation District Zoning with a Special Use Planned Development for the District 204 Property Development Pursuant to Section 10.6-6 of the Aurora Zoning Ordinance.

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## I. QUALIFYING STATEMENTS

### A. PURPOSE

This Special Use Planned Development has evolved to assist the Aurora Planning Commission and City Council in governing their recommendations and actions on this development as it relates to the existing zoning and land uses in the area.

Developer shall mean the person(s) or entity who brings the Subject Property described herein to a more complete, complex, or desirable state.

Owner shall mean the person(s) or entity who is described as the legal owner of record of the Subject Property described herein.

For the purposes of this document, Developer and Owner shall be one and the same and held equally accountable for all requirements within this Plan Description.

### B. INTENT

This Plan Description has been prepared pursuant to the requirements of Section 10.6-6.2 of the Aurora Zoning Ordinance. It is the intent of this document to promote and protect the public health, safety, morals, comfort, and general welfare of the area; and to guide the development toward the realization of the appropriate Physical Development Policies of the City of Aurora Comprehensive Plan. These policies include:

- 11.1(5) To guide and promote development to areas where public utilities, public roads and municipal services are either available or planned.
- 11.1(3) To encourage new development contiguous to existing development.
- 12.1(6) To promote the buffering of low density residential areas from high intensity uses with higher density residential when appropriate.
- 22.1(1) To achieve appropriate zoning protection for residential areas designated in the land use plan.

## II. GENERAL CHARACTER

### A. EXISTING CONDITIONS

#### 1. Subject Property

The Subject Property consists of approximately 25 acres lying at the southeast corner of Commons Drive and Thatcher Drive. The property is currently vacant and being farmed. The property lies within the Indian Prairie School District #204 boundaries. The property is currently unincorporated. The City of Aurora Comprehensive Plan designates the Subject Property as Medium Density

Residential.

## 2. Surrounding Property

North: The surrounding property to the north is unincorporated, with an agricultural (7000) use, and the City of Aurora Comprehensive Plan designates the property as Medium Density Residential.

South: The surrounding property to the south is zoned R-4A(S) Two-Family Dwelling District with a Special Use Planned Development, the property is part of the Calvary Church Development and is currently used as open space, and the City of Aurora Comprehensive Plan designates the property as Quasi Public.

East: The surrounding property to the east is unincorporated, with an agricultural (7000) use, and the City of Aurora Comprehensive Plan designates the property as Medium Density Residential and Mixed Use: Office/Research/Commercial.

West: The surrounding property to the west is zoned R-1(S) One-Family Dwelling District with a Special Use Planned Development, with a single family detached (1110) use, and the City of Aurora Comprehensive Plan designates the property as Low Density Residential.

## III. DEVELOPMENT STANDARDS FOR EACH PARCEL

### A. ZONING

The Subject Property shall be three zoning parcel(s) as legally described on Attachment "A", and generally depicted on Attachment "B".

Development of the zoning parcel(s) shall be regulated as follows:

#### 1. Parcel A – R-4A(S) Two-Family Dwelling District

##### 1.1. Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel A contains approximately 20.5 acres. Upon approval of this document, said property shall be designated as R-4A(S) Two-Family Dwelling District Zoning, with a Special Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance except as modified herein, including but not limited to the provisions for the underlying base zoning district being Section 7.9 titled "R-4A" Two Family Dwelling District.

##### 1.2. Statement of Intent

The "R-4A" Two Family Dwelling District, has been chosen as the underlying base

zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Parcel is intended to be developed as a single family attached (townhouse) use. Access to the property will be from Commons Drive.

### 1.3 Use Regulations

This property shall be limited to those uses permitted in the R-4A(S) Two-Family Dwelling District, Section 7.9-4, and single family ROW Dwelling Units.

### 1.4 Bulk Restrictions

This property shall be subject to the Bulk Restrictions in the R-4A Two-Family Dwelling District, Section 7.9, and Section 5 with the following modifications:

- a. Maximum Lot Area Coverage by Buildings and Structures – sixty percent (60%) of the area of the zoning lot (not including public right-of-way).
- b. Minimum Neighborhood setbacks from the property line, if not located along a public right of way, shall be 10 feet.
- c. Minimum setbacks from the public right of way:  
Front – 25 feet, except for rear-loaded garage buildings which shall be 20 feet  
Side – 20 feet  
Rear – 40 feet; except for building that are along Commons Drive which shall be 45 feet
- d. Minimum separations between buildings:  
Front to Rear – 80 feet  
Front to Side – 50 feet  
Side to Side – 20 feet

Additional Minimum separations between “**Rear-loaded Garage**” buildings (meaning the garage is located on the opposite side as the front door):

Rear to Side – 60 feet

Rear to Rear – 60 feet (driveway access area)

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.

Additional Minimum separations between “**Front-loaded Garage**” buildings (meaning the garage is located on the same side as the front door):

Rear to Side – 30 feet

Rear to Rear – 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.

Front to Front – 60 feet

- e. Maximum Density shall not exceed an average of 6.84 dwelling units per acre.
- f. Permitted Obstructions in Required Setback Areas  
Obstructions in required setback areas shall be pursuant to Section 5.9 “Obstructions” of the Aurora Zoning Ordinance.
- g. Maximum Height - The maximum height of structures shall be 35 feet.
- h. Maximum floor Area Ratio – 1.0
- i. Maximum units per buildings – 6
- j. Minimum floor area per dwelling unit:  
900 sq.ft. – one story  
1200 sq.ft. – two story  
2200 sq.ft. – three story
- k. All parking and loading shall be pursuant to Section 5.13., "Off-Street Parking and Loading" of the Aurora Zoning Ordinance. Minimum parking – 2.0 enclosed garage spaces and 2.0 driveway spaces per dwelling unit and if development roadways are less than 31 foot back to back then an additional 0.75 individually accessible guest spaces per dwelling unit are required in bays and/or on the street, and must be evenly distributed throughout the neighborhood.

2. Parcel B - OS-1(S) Conservation, Open Space, and Drainage District

2.1. Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel B contains approximately 3.406 acres. Upon approval of a Final Plat for the Subject Property, said parcel shall be designated as OS-1(S) Conservation, Open Space, and Drainage District, with a Special Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance except as modified herein, including but not limited to the provisions for the underlying base zoning district being Section 6.4 titled OS-1 Conservation, Open Space, and Drainage District.

## 2.2. Statement of Intent

The OS-1 Conservation, Open Space, and Drainage District has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Parcel will be developed as open space and drainage.

## 2.3. Use Regulations

This property shall be limited to those uses permitted in the OS-1 Conservation, Open Space, and Drainage District, Section 6.4--4.

## 3. Parcel C - P(S) Park and Recreation District

### 3.1. Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel C contains approximately 1.03 acres. Upon approval of a Final Plat for the Subject Property, said parcel shall be designated as P(S) Park and Recreation District, with a Special Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance except as modified herein, including but not limited to the provisions for the underlying base zoning district being Section 6.6 titled as P Park and Recreation District.

### 3.2. Statement of Intent

The P Park and Recreation District, has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Parcel will be developed as a park.

### 3.3. Use Regulations

This property shall be limited to those uses permitted in the P Park and Recreation District, Section 6.6-4.

## B. BUILDING, STRUCTURES AND SIGNAGE

1. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
2. Building Elevations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of building materials, orientation and presentation from the public street and the use of architectural elements. The end units facing Commons Drive should have additional use of architectural elements that are similar to front façade elements.



3. Signage Elevations and locations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of materials, orientation and presentation to the public street and the use of architectural elements matching the building. The signage on the property shall be subject to the Aurora Sign Ordinance, with the following modifications and requirements for free standing signs:
  - a. Construction: Signs must be monument style, with any combination of wood, masonry, or concrete.
  - b. Quantity: A maximum of four (4) sign(s) are allowed
  - c. Area: A maximum of fifty (50) square feet per sign face is allowed.
  - d. Height: A maximum of five (5) feet in height per sign is allowed.
  - e. Setback: Setback of a sign shall equal the height of the sign.
  - f. Lighting: Signs may be internally lit, externally lit or lit with backlit pin lettering.
  - g. Landscaping: shrubs and other landscaping materials should be planted at the base of each sign.

#### C. PUBLIC IMPROVEMENTS

1. A five-foot (5') concrete sidewalk or ten-foot (10') asphalt path is required to be installed by the Developer along all property lines adjacent to public streets. Said sidewalk or path may be located one foot inside the right of way line. The determination of materials and location shall be determined at the time of Final Plan.
2. The installation of street trees and landscaping shall be a condition of the issuance of a Certificate of Occupancy and shall not be included in the security required under Subdivision Code 43-55(a)3.
3. Developer agrees to enter into a subsequent Roadway Agreement concerning the extension of Commons Drive from the terminus at Thatcher Drive to the terminus at Stonehaven Subdivision Unit 1.

#### IV. GENERAL PROVISIONS

##### A. PLAN DESCRIPTION DOCUMENT

1. All current codes and ordinances of the City in effect at the time of the development shall govern except where expressly stated within this Plan Description document to the contrary.
2. Amendments to this Plan Description document shall be subject to Section 15 of the Aurora Zoning Ordinance. Public notice shall be provided in accordance with said section and, to all current owners of property subject to this Plan Description.

3. This Plan Description document shall be mutually binding upon the heirs, executors, administrators, successors and assigns of present or future owners who use the property for the same permitted use.
4. If any section, subsection or paragraph of this Plan Description document shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Plan Description document.
5. Any provisions contained within this Plan Description document that are in conflict shall be enforced in accordance with the more restrictive provision.

#### V. LIST OF ATTACHMENTS

ATTACHMENT "A" - LEGAL DESCRIPTION OF DEVELOPMENT PARCELS  
ATTACHMENT "B" – MAP OF DEVELOPMENT PARCELS

ATTACHMENT "A"  
LEGAL DESCRIPTION OF DEVELOPMENT PARCELS

PARCEL A

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Parcel Number(s): 07-28-400-010

Commonly known as: School District #204 Property located in DuPage County.

THE SOUTH 1027.50 FEET OF THE WEST 1059.85 FEET OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

ATTACHMENT "B"  
MAP OF DEVELOPMENT PARCELS

Aerial Photo (1:5,000):

