ORDINANCE NUMBER 4315

ORDINANCE PROVIDING FOR THE EXECUTION
OF AN ANNEXATION AGREEMENT WITH
THE OWNERS OF RECORD OF TERRITORY
WHICH MAY BE ANNEXED TO THE CITY OF AURORA

WHEREAS, a proposed Principal Annexation Agreement ("Principal Annexation Agreement") in the form of Exhibit A hereto has been duly submitted to the Corporate Authorities of the City of Aurora with the request that all required hearings be held thereon, and requesting annexation to the City of Aurora of certain territory therein described, subject to the terms and conditions of said Annexation Agreement, pursuant to Chapter 24, Article 11-15.1-1 et seq. Illinois Revised Statutes (1972 Supp.); 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 Principal Annexation Agreement and stating the time and place of a public hearing to consider the proposed Principal Annexation Agreement; and

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

WHEREAS, the City Council held a public hearing in the City upon the proposed Principal Annexation Agreement as specified in such notice; and
WHEREAS, the Aurora Plan Commission has held a public hearing on an Application for Establishment of Fox Valley East Planned Development District and for Related Zoning Amendments, Classifications, Exceptions and Variations (hereinafter called the "Application") after due publication of notice of such hearing and has submitted findings of fact and a Recommendation to the City Council of the City of Aurora to approve the Application, as submitted, subject, however, to the condition that certain amendments to the Plan Description be made prior to approval by the City Council, all in accordance with Aurora City Ordinance No. 3100; and

WHEREAS, the amendments to the Plan Description recommended by the Aurora Plan Commission and certain additional amendments deemed appropriate by the City Council have been incorporated in the Plan Description which is Exhibit A to the Principal Annexation Agreement; and

WHEREAS, all public hearings and other action required to be held or taken prior to the adoption and execution of the Principal Annexation Agreement in order to make the same effective have been held or taken, including all hearings and action required in connection with amendments to and classifications, exceptions, variations, modifications and special uses under the Zoning Ordinance and modifications and exceptions from the Subdivision Control Ordinance, such public hearings and other action having been held pursuant to notice as required by law and in accordance with all requirements of law; and
WHEREAS, the City of Aurora has given appropriate notice to each and every Fire Protection District or Library District and every other district all as provided for and as required by Chapter 24, Article 7-1-1, Illinois Revised Statutes (1972 Supp.); and

WHEREAS, no Library Districts are within the boundaries of the territory to be annexed; and

WHEREAS, the corporate authorities, after due investigation and consideration, and following the aforesaid public hearings, have determined that entering into the Principal Annexation Agreement in the form of Exhibit A hereto will serve the public good and benefit the City of Aurora and be compatible with the future development of the City of Aurora; and

WHEREAS, expenditures provided for in the Principal Annexation Agreement were not contemplated at the time of adoption of the annual appropriation pursuant to Section 2-21 of the Code of Ordinances of the City of Aurora (the "Appropriation Ordinance") and it is within the best interests of the City of Aurora that any obligation for expenditures contained in the Principal Annexation Agreement be considered as an exception to the Appropriation Ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, this ordinance with Exhibit A hereto, 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;
NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Aurora, Illinois as follows:

Section 1: That the Mayor and City Council hereby find as facts all of the recitals in the Preambles of this Ordinance, as well as the Preambles contained in the Principal Annexation Agreement in the form of Exhibit A hereto.

Section 2: That the Principal Annexation Agreement in the form of Exhibit A hereto and incorporated in and made part of this Ordinance is hereby approved and the Mayor of the City of Aurora is hereby authorized and directed to execute such Principal 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 thereto.

Section 3: That such number of duplicate originals of each Principal Annexation Agreement may be executed as the Mayor shall determine.

Section 4: That pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, any limitation contained in Article 8-2-9 of the Illinois Municipal Code and any limitation contained in the Appropriation Ordinance shall not be applicable to this Ordinance or to the Principal Annexation Agreement.

Section 5: That this Ordinance is adopted pursuant to procedures set forth in Chapter 24 of the Illinois Revised Statutes (1972 Supp.) (the "Illinois Municipal Code"), provided
however, any limitation in the Illinois Municipal Code in conflict with this Ordinance or in conflict with the provisions of the Principal Annexation Agreement in the form of Exhibit A hereto shall not be applicable pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.

Section 6: That this Ordinance shall take effect and be in full force and effect upon and after its passage, ap-proval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of Aurora, Illinois this 17th day of July, 1973 by a roll call vote as follows:

Ayes 5
Nays 0
Not Voting 0

Signed by the Mayor of the City of Aurora, Illinois, this 17th day of July, 1973.

ATTEST:

Elizabeth J. Rathlevitz
City Clerk

G. McCoy
Mayor

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# PRINCIPAL ANNEXATION AGREEMENT

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PRINCIPAL

ANNEXATION AGREEMENT

This Agreement made and entered into this 27th day of July, 1973, by and between the City of Aurora, Illinois, a municipal corporation (hereinafter called the "City"), the parties set forth on page 204 hereof as the "Record Owners of Region I" (hereinafter called the "Region I Record Owners"), the parties set forth on pages 205, 206 and 207 hereof as the "Record Owners of Region II" (hereinafter called the "Region II Record Owners"), Fox Valley Mall Venture (hereinafter called "Fox Valley"), a Joint Venture of Urban Investment and Development Co., a Delaware corporation (hereinafter called "Urban"), and Sears, Roebuck and Co., a New York corporation (hereinafter called "Sears"), Westbrook Venture (hereinafter called "Westbrook"), a Joint Venture of Urban, Sears and Mafco, Inc., a Delaware corporation, Henry Crown and Company (Not Incorporated), a partnership (hereinafter called "Crown"), Exchange Building Corporation, an Illinois corporation (hereinafter called "Exchange"), and Metropolitan Structures, an Illinois limited partnership (hereinafter called "Metropolitan") (Crown, Exchange and Metropolitan are hereinafter referred to as "Metropolitan Crown").

WITNESSETH

WHEREAS, the Region I Record Owners are the owners of record of the real estate identified as Region I in Part
Two of Exhibit A, attached hereto and made a part hereof (said real estate being in the Plan Description and hereinafter called "Region I" and said Exhibit A being hereinafter called the "Plan Description"); and

WHEREAS, the Region II Record Owners are the owners of record of the real estate identified as Region II in Part Two of the Plan Description (said real estate being in the Plan Description and hereinafter called "Region II"); and

WHEREAS, the real estate described in Exhibit B, attached hereto and made a part hereof, is dedicated or used for street or highway purposes (said real estate being hereinafter called the "Highway Property"); and

WHEREAS, Region I and Region II, taken together, are in the Plan Description and hereinafter called the "District"; and

WHEREAS, in accordance with Subsection 14.7 and Section 15 of City Ordinance No. 3100 (hereinafter called the "Zoning Ordinance"), an application with the Plan Description has heretofore been filed with the City Clerk for a zoning amendment establishing the District as a planned development district and approving the Plan Description; and

WHEREAS, said application for the establishment of a planned development district was forwarded to the
City Plan Commission in accordance with the provisions of Subsection 14.7 and Section 15 of the Zoning Ordinance; and

WHEREAS, the City Plan Commission held public hearings on said application as required by the Zoning Ordinance and has submitted to the Corporate Authorities of the City (hereinafter called the "Corporate Authorities") findings of fact and a favorable recommendation with respect to such application; and

WHEREAS, Fox Valley and Westbrook are duly authorized to act for the record owners of Region I with respect to the planning and development of Region I; and

WHEREAS, Urban is duly authorized to act as the agent for Fox Valley and Westbrook with respect to all matters contemplated in this Agreement; and

WHEREAS, Metropolitan Crown are duly authorized to act for the record owners of Region II with respect to the planning and development of Region II; and

WHEREAS, Fox Valley, Westbrook and Metropolitan Crown are coordinating the planning and development of Region I and Region II; and

WHEREAS, this Annexation Agreement (hereinafter called "this Agreement") has been submitted to the City
and the Corporate Authorities with a request to hold a hearing thereon; and

WHEREAS, there has also been submitted to the City and the Corporate Authorities the following proposed annexation agreements (hereinafter called "Additional Annexation Agreements"), copies of which are in the custody of the City Clerk, with a request to hold hearings thereon:

(a) Proposed agreement between the City and Elgin, Joliet & Eastern Railway Company providing for the annexation to the City of certain real estate described in Exhibit A to said agreement (said real estate being hereinafter called the "Elgin, Joliet & Eastern Property");

(b) Proposed agreement between the City and Burlington Northern, Inc. providing for the annexation to the City of certain real estate described in Exhibit A to said agreement (said real estate being hereinafter called the "Burlington Northern Property"); and

(c) Proposed agreement between the City and Commonwealth Edison Company providing for the annexation to the City of certain
real estate described in Exhibit A to said agreement (said real estate being hereinafter called the "Commonwealth Edison Property"); and

WHEREAS, this Agreement and each Additional Annexation Agreement provides that all of said annexation agreements are to be executed concurrently, and that no property covered by any of said agreements shall be annexed to the City unless the properties covered by all of said agreements are by the same ordinance or by separate ordinances concurrently adopted annexed to the City; and

WHEREAS, the Elgin, Joliet & Eastern Property, the Burlington Northern Property, and the Commonwealth Edison Property (said properties being hereinafter called the "Additional Properties") and the Highway Property and the District, taken together, are contiguous to the City (said Additional Properties, Highway Property and District, taken together, being hereinafter called the "Territory"); and

WHEREAS, the Corporate Authorities held a public hearing upon this Agreement and a public hearing upon each Additional Annexation Agreement; and

WHEREAS, the parties hereto desire that the Territory be annexed to the City pursuant to authority granted to the City by law, and pursuant to the City's home rule powers set forth in Article VII, Section 6 of the Constitution of the State of Illinois, and subject to the terms set forth in this Agreement and in the Additional Annexation Agreements; and
WHEREAS, pursuant to Subsection 14.7-12 of the Zoning Ordinance, Urban has submitted to the City Clerk, for approval by the City Plan Commission, Final Plans for the site on which the Regional Shopping Center will be located and the site on which the Metropolitan Life Insurance Company office building (hereinafter called the "Metropolitan Building") will be located and has requested that such Final Plans be considered and approved as Final Plats under the Subdivision Control Ordinance; and

WHEREAS, pursuant to the modification to Subsection 14.7-15 of the Zoning Ordinance provided for in Subsection IV A.44. of the Plan Description, Urban has requested the City Council to authorize and direct the issuance, promptly after annexation of the Territory to the City, of a Foundation Permit for the Regional Shopping Center and a Final Building Permit for the Metropolitan Building; and

WHEREAS, Urban has requested the City Council to vary the provisions of Section 43-11, Subsection 43-16(a) and Subsection 43-47(a) of City Ordinance No. 3446 (hereinafter called the "Subdivision Control Ordinance") to permit the issuance of a Foundation Permit for the Regional Shopping Center and a Final Building Permit for the Metropolitan Building promptly after annexation of the Territory to the City; and

WHEREAS, all public hearings and other action required to be held or taken prior to the adoption and execution of this Agreement and each Additional Annexation Agreement in order to make the same effective have been held or taken, including all hearings and action required in connection with amendments to and classifications, exceptions, variations, modifications and special uses
under the Zoning Ordinance and modifications and exceptions
from the Subdivision Control Ordinance, such public hearings
and other action having been held pursuant to notice as
required by law and in accordance with all requirements of
law prior to the adoption and execution of this Agreement; and

WHEREAS, the Region I Record Owners and the
Region II Record Owners have signed a petition for annexa-
tion of the Territory to the City, which petition (herein-
after called the "Annexation Petition") has been signed
by Elgin, Joliet & Eastern Railway Company, Burlington
Northern, Inc. and Commonwealth Edison Company and by all
electors residing in the Territory and provides that all
conditions which are set forth in this Agreement as con-
ditions which must be satisfied prior to the adoption of
an ordinance annexing the Territory to the City must be
satisfied prior to the adoption of said ordinance; and

WHEREAS, the City has given appropriate notice to
each and every Fire Protection District or Public Library
District and every other district, all as provided for and
as required by Chapter 24, Article 7-1-1, Illinois Revised
Statutes (1972 Supp.); and

WHEREAS, the Region I Record Owners and the
Region II Record Owners have authorized and directed that
the Annexation Petition be filed with the City Clerk upon
the execution of this Agreement and each Additional
Annexation Agreement; and
WHEREAS, the development of the Territory, if within the corporate limits of the City, will be highly beneficial to the City in that said development will increase the tax base of the City; and

WHEREAS, the development of the Territory will provide for additional commercial uses within the corporate limits of the City and thereby provide for additional retailers' occupation tax revenues and other revenues to the City; and

WHEREAS, the development of the Territory in the manner set forth in this Agreement and in the manner set forth in the Additional Annexation Agreements will promote the sound planning and development of the City; and

WHEREAS, if the annexation of the Territory is accomplished, the City will extend its zoning, building, health and other municipal regulations and ordinances over the Territory, thereby protecting the City from possible undesirable or inharmonious use and development of unincorporated areas surrounding the City; and

WHEREAS, the Corporate Authorities have considered the annexation and development of the Territory, and have determined that the best interests of the City will be met if the Territory is annexed to the City and developed in accordance with the provisions of this
Agreement and in accordance with the provisions of the Additional Annexation Agreements;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I.
ANNEXATION

1. The parties respectively agree that they will, upon the execution of this Agreement, but subject to the conditions set forth in Section XII hereof, do all things necessary or appropriate to cause the Territory to be validly annexed to the City, including specifically the enactment, without further public hearing, by the City of an ordinance annexing all of the Territory to the City, it being agreed that no action shall be taken by the City to annex any part of the Territory to the City unless all of the Territory is annexed to the City at the same time and by the same ordinance or by separate ordinances concurrently adopted.

2. The City agrees to do all things necessary or appropriate to carry out the terms of this Agreement and to aid and assist the other parties in carrying out the terms hereof, including the enactment of such resolutions and ordinances and such other action as may be necessary or
desirable to enable the City and the other parties to this Agreement to comply with the terms hereof.

II.

ZONING

Immediately after the passage of the ordinance annexing the Territory to the City, the Corporate Authorities shall, without further public hearing enact, in accordance with Subsection 14.7 of the Zoning Ordinance, an ordinance (a) approving the application for the establishment of the District as a planned development district and (b) amending the Zoning Ordinance classifying the District as a planned development district subject to all the provisions, terms and conditions set forth in the Plan Description, and amending the City Zoning Map by rezoning the District as a planned development district, and said District shall thereafter be subject to all of the provisions, terms and conditions set forth in this Agreement and in the Plan Description including, without limitation, all of the modifications and exceptions from the Zoning Ordinance and the Subdivision Control Ordinance that are set forth in the Plan Description.

III.

THE REGIONAL SHOPPING CENTER

The developers of Region I plan to construct in Region I a regional shopping center having a gross floor
area devoted to retail sales and service operations of not
less than one million (1,000,000) square feet. Such regional
shopping center shall include a store operated by Marshall
Field & Company and a store operated by Sears. As used
herein the term "Regional Shopping Center" shall mean a
shopping center of such size and including such stores.

IV.

WATER UTILITIES

1. Phase I Water Facilities. Upon the annexa-
tion of the Territory to the City, the City shall do or cause
to be done each and all of the following so as to meet and
comply with the provisions of Subsection 1(e) of this
Section IV:

(a) For the purpose of providing funds for the
acquisition and construction of the water utility
facilities described by the general design data set
forth in Part I of Exhibit C, attached hereto and
made a part hereof, as Phase I Water Facilities, Stages
1 through 4, take all steps necessary to issue
and use its best efforts to sell a series of its
Waterworks and Sewerage Revenue Bonds, Series 1973
(hereinafter called the "Bonds"), as authorized by
Ordinance No. 4271 adopted by the City Council of
the City on October 24, 1972 (hereinafter called
the "Bond Ordinance"). The Bonds to be so issued and
sold shall be in the principal amount of $2,150,000
or such lesser principal amount as shall be
necessary to pay the cost of acquiring and constructing said water utility facilities ("Phase I Water Facilities"), including capitalized interest, financial advisory, legal and other related fees and expenses;

(b) Design, engineer and complete plans and specifications for the Phase I Water Facilities;

(c) Acquire and obtain (by condemnation proceedings when and if necessary) all sites, subject to the provisions of Subsection 15 of this Section IV, easements and permits necessary for the construction of the Phase I Water Facilities;

(d) Publish, take bids, and award bids to and contract with the lowest qualified bidders for the construction of the component parts of the Phase I Water Facilities; provided, that the awarding of all bids shall be made only with the approval of the developers of the District, which approval shall not be unreasonably withheld; and, provided further, that if the developers of the District shall not approve the awarding of the contract for the Phase I Water Facilities to the lowest qualified bidder, the City shall have the right to reject all bids, and thereafter the City shall republish for new bids, and award said bids and contract in accordance with the provisions of this Subsection (d);
(e) Cause construction of the Phase I Water Facilities to be completed within fifteen (15) months after the date of approval by the City and the developers of the District of layout drawings, locations of tanks, wells, pumping stations and other necessary components of such Facilities; provided, that if there are delays beyond the reasonable control of the City occasioned by delays in the delivery of component parts for such Facilities, or if the developers of the District shall not approve the awarding of the contract to the lowest bidder and the City shall thereupon reject all bids, then, in either case, such fifteen-month period shall be extended for a period equal to the period of any such delays beyond such reasonable control of the City or the period required to republish, take bids and award bids as provided for in Subsection (d) next above, as the case may be; and

(f) Allow temporary use of the component parts of the Phase I Water Facilities as they are completed to provide potable and fire protection water to users in the District on a temporary basis and to service the construction operations of the developers of the District as may be possible during the construction and completion of the Phase I Water Facilities; provided, that the City may charge such developers a water rate for the use and consumption of water on such temporary basis in accordance with existing City ordinances.
The term Phase I Water Facilities shall include all water storage and distribution facilities, real property, easements and appurtenances related to such facilities, as described in Part I of Exhibit C, provided, that if all of the Phase I Water Facilities cannot be constructed with the proceeds of the bonds to be issued and sold pursuant to Subsection (a) of this Subsection 1, Stages 4, 3 and 2 of the Phase I Water Facilities, in such inverse order, shall be deleted from such Facilities and any such deleted Stages shall be added to the Phase II Water Facilities described in Subsection 7 of this Section IV.

2. Guarantee. For the purpose of this Agreement, the date upon which the Regional Shopping Center shall be "open for business" shall be the date when both the Marshall Field & Company store and the Sears store included in the Regional Shopping Center shall be open for business; provided that such opening shall have been announced by appropriate advertising and publicity. If the Phase I Water Facilities are completed in accordance with the provisions of this Agreement, and if the Regional Shopping Center is not open for business on or before January 1, 1977, the guarantors listed in Subsection 4 below shall, in the manner provided for in said Subsection 4, guarantee, and by executing this Agreement do so guarantee, that the Phase I Project Net Revenues (as defined in Subsection 3 below) received by the City will not be less than an amount in each calendar year, commencing with the calendar year beginning January 1, 1977, equal to one hundred thirty-five percent (135%) of the sum of the amounts, to the extent that such amounts represent
principal of and interest on the Bonds then outstanding, which are required to be deposited in such calendar year to the credit of the Bond and Interest Account in accordance with the provisions of Section 8(b) of the Bond Ordinance. Said principal and interest amounts are herein sometimes referred to as "Phase I Debt Service".

3. **Phase I Project Net Revenues.** For the purposes of the guarantee provided for in Subsection 2 above, the term "Phase I Project Net Revenues" shall mean that portion of the entire gross revenues of the City's combined waterworks and sewerage system required to be deposited in the Waterworks and Sewerage Fund of the City created under Section 7 of the Bond Ordinance which is collected from users of such system who are located in Region I, including any investment income attributable to such moneys and credited to said Waterworks and Sewerage Fund of the City in accordance with Section 8(f) of the Bond Ordinance, less that portion of the amounts deposited to the credit of the Operation and Maintenance Account pursuant to Section 8(a) of the Bond Ordinance, which portion is properly allocable to the actual cost of the operation and maintenance of the Phase I Water Facilities, as agreed between the City and the developers of the District.

Phase I Project Net Revenues shall be computed from year to year on a cumulative basis, and if in any year the Phase I Project Net Revenues collected by the City shall exceed the minimum amount required to obviate the need for any payment to the City in such year pursuant to the guarantee provided for in Subsection 2 above, such
excess shall be included in the computation of Phase I Project Net Revenues in the next succeeding year or years until such excess shall have been exhausted.

4. Liability of Guarantors. Urban, Sears and Mafco, Inc. will be jointly and severally liable to the City for the payment of any amounts payable to the City under the guarantee provided for in Subsection 2 above.

5. Payments under the Guarantee. In each year during which the Bonds shall be outstanding and the guarantee described in Subsection 2 of this Section IV shall be in effect, not more than sixty (60) days, nor less than forty-five (45) days, prior to July 1 of each such year, provided that any interest (other than capitalized interest) on the Bonds shall be payable on said July 1 ("Interest Payment Date"), the City shall deliver to each of the guarantors listed in Subsection 4 of this Section IV a statement prepared and signed by the City Treasurer showing the City's best reasonable estimate of the Phase I Project Net Revenues, as defined, for the six-month period ending on the day prior to the Interest Payment Date. To the extent that the projected Phase I Project Net Revenues for the six-month period ending on the day prior to the Interest Payment Date, as shown on said statement, shall be less than one hundred percent (100%) of the interest payable on said Interest Payment Date on the Bonds then outstanding, plus fifty percent (50%) of the principal due on the next occurring Principal Payment Date (as defined below), such deficit shall be paid to the City by the guarantors listed in Subsection 4 of this Section IV
within thirty (30) days after receipt of such statement. Such payments are herein sometimes referred to as "Mid-year Phase I Guarantee Payments."

In each year during which the Bonds shall be outstanding and the guarantee described in Subsection 2 of this Section IV shall be in effect, not more than sixty (60) days, nor less than forty-five (45) days, prior to January 1 of the next succeeding year, provided that any principal or interest (other than capitalized interest) on the Bonds shall be payable on said January 1 ("Principal Payment Date"), the City shall deliver to each of the guarantors listed in Subsection 4 of this Section IV a statement prepared and signed by the City Treasurer showing the City's best reasonable estimate of the Phase I Project Net Revenues, as defined, for the twelve-month period ending on the day prior to the Principal Payment Date. To the extent that projected Phase I Project Net Revenues for the twelve-month period ending on the day prior to the Principal Payment Date (which Revenues shall include any Mid-year Guarantee Payment for such year), as shown on said statement, shall be less than one hundred thirty-five percent (135%) of the Phase I Debt Service for said twelve-month period on the Bonds then outstanding, such deficit shall be paid to the City by the guarantors listed in Subsection 4 of this Section IV within thirty (30) days after receipt of such statement. Such payments are herein sometimes referred to as "Year-End Phase I Guarantee Payments".

As promptly as practicable following the close of each calendar year the City will deliver to each of
the guarantors listed in Subsection 4 above a statement certified by an independent public accounting firm showing the Phase I Project Net Revenues, as defined, received by the City in such calendar year (which Revenues shall include the amount of any Mid-year Phase I Guarantee Payments for such year and the amount of any Year-End Phase I Guarantee Payments for such year), and the amount, if any, payable to the City pursuant to the guarantee provided for in Subsection 2 above, or the amount, if any, by which, as a result of Mid-year Phase I Guarantee Payments and Year-End Guarantee Payments, Phase I Project Net Revenues have exceeded one hundred thirty-five percent (135%) of Phase I Debt Service. Such guarantors shall pay the amount, if any, so shown as payable to the City within thirty (30) days following receipt of such certified statement; or the City shall pay the amount, if any, so shown as exceeding one hundred thirty-five percent (135%) of Phase I Debt Service to the guarantors listed in Subsection 4 above at the time of the delivery of such statement by the City to such guarantors. Notwithstanding the foregoing, the guarantors shall have the right to employ a certified public accountant or firm of independent certified public accountants for the purposes of reviewing said certified statement, including the computations supporting such statement, which accountant or accountants shall have the right to examine the books and records of the City in connection with such review. If the guarantors, based upon such review, shall disagree with said certified statement furnished by the City, the amount of any payment due to
the City under said guarantee, or the amount payable by the City to the guarantors, and if the City and the guarantors are unable to resolve such disagreement by negotiation, then the auditors selected by the City and the auditors selected by the guarantors shall jointly select a third auditor, which shall be a firm of independent certified public accountants of recognized standing, and the determination made by such third auditor shall be conclusive upon the parties. To the extent that there shall be any such unresolved disagreement, no payment shall be required to be made to the City; provided that such payment, if determined to be required, shall be made within ten (10) days after resolution of such disagreement as herein provided; further provided that any additional payment determined to be required to be made to such guarantors by the City shall be paid to such guarantors by the City within ten (10) days after resolution of such disagreement as herein provided.

6. Termination of Guarantee. The guarantee provided for in Subsection 2 above, if such guarantee becomes effective, will terminate when for three (3) consecutive years the Phase I Project Net Revenues collected by the City, computed for purposes of this Subsection 6 as if water connection charges had not been included in the definition thereof, shall be sufficient to obviate the need for any payments to the City pursuant to said guarantee.
7. Phase II and Phase III Water Facilities.

Upon the annexation of the Territory to the City, the City shall do or cause to be done each and all of the following so as to meet and comply with the requirements of Subsection 7(e) of this Section IV.

(a) For the purpose of providing funds for the acquisition and construction of the water utility facilities described by the general design data set forth in Parts II and III of Exhibit C (hereinafter, respectively, called the "Phase II Water Facilities" and the "Phase III Water Facilities"), forthwith take all steps necessary to authorize and issue, pursuant to an ordinance to be adopted by the City (hereinafter called the "Junior Lien Bond Ordinance"), and use its best efforts to sell its Waterworks and Sewerage Revenue Bonds (hereinafter called the "Junior Lien Bonds") under and pursuant to the provisions of Division 139 of Article 11 of the Illinois Municipal Code (or any appropriate enabling ordinance or ordinances which may have been enacted by the City in substitution for or in addition to said Division 139 in exercise of the City's home rule powers under Section 6 of Article VII of the Constitution of the State of Illinois). The Junior Lien Bond Ordinance shall contain, among
other usual and customary provisions which may be deemed necessary by the City or its counsel, provisions for amortization of the Junior Lien Bonds over a period of not less than thirty (30) years or such shorter period as may be agreed upon by the City and the developers of Region II and provisions which shall incorporate the bond specifications which are to be prepared by Paul D. Speer & Associates, Inc., the City's financial consultants, and approved by the developers of Region II. The Junior Lien Bonds to be so issued and sold shall be in the approximate aggregate principal amount of $3,000,000 or such lesser principal amount as shall be necessary to pay the cost of acquiring and constructing the Phase II and Phase III Water Facilities, including capitalized interest, financial advisory, legal and other related fees and expenses; shall be issued and sold from time to time, as necessary, in blocks of not less than $100,000 principal amount each at the request of Metropolitan Crown; shall be junior and subordinate in every respect to all bonds from time to time issued pursuant to the Bond Ordinance; and shall be payable from and secured by a pledge of the amounts from time to time on deposit to the credit of the Surplus Revenue Account created by Section 8 of the Bond Ordinance.

(b) Design, engineer and complete plans and specifications for the Phase II Water Facilities and, solely at the request of Metropolitan Crown
given at any time during the term hereof, commence and complete the designing, engineering and preparation of plans and specifications for the Phase III Water Facilities;

(c) Acquire or obtain (by condemnation proceedings when and if necessary), subject to the provisions of Subsection 15 of this Section IV, all sites, easements and permits necessary for the construction of the Phase II Water Facilities and, after notice from Metropolitan Crown as provided for in Subsection (b) next above, acquire or obtain (by condemnation proceedings when and if necessary), subject to the provisions of Subsection 15 of this Section IV, all sites, easements and permits necessary for the Phase III Water Facilities;

(d) Publish, take bids, and award bids to and contract with the lowest qualified bidders for the construction of the component parts of the Phase II Water Facilities and, after notice from Metropolitan Crown as provided for in Subsection (b) above, publish, take bids, and award bids to and contract with the lowest qualified bidders for the construction of the component parts of the Phase III Water Facilities; provided, that the awarding of all bids shall be made only with the approval of the developers of Region II, which approval shall not be unreasonably withheld; and, provided further, that if the developers of Region II shall not approve the awarding of the contract for the construction of the Phase II or Phase III Water Facilities, as the case may be, to the
lowest qualified bidder, the City shall have
the right to reject all bids, and thereafter the
City shall republish for new bids and award bids
and contract in accordance with the provisions of
this Subsection (d);

(e) Cause construction of the Phase II Water
Facilities to be completed within fifteen (15)
months after the date of approval by the City and
the developers of Region II of layout drawings,
the locations of tanks, wells, pumping stations and
other necessary components of such Facilities;
and, following Metropolitan Crown's request to the
City to commence the designing, engineering and
completion of plans and specifications for the
Phase III Water Facilities, cause construction
of the Phase III Water Facilities to be completed
within twelve (12) months after the date of approval
by the City and the developers of Region II of layout
drawings, the locations of tanks, wells, pumping
stations and other necessary components of such
Facilities; provided, that if there are delays beyond
the reasonable control of the City occasioned by delays
in the delivery of component parts for such Facilities,
or if the developers of Region II shall not approve the
awarding of the contract for the Phase II or Phase III
Water Facilities, as the case may be, and the City shall
thereupon reject all bids, then, in either case, the
period for the completion of the Phase II or Phase III
Water Facilities, as the case may be, shall be extended
for a period equal to the period of any such delays
beyond such reasonable control of the City or the period
required to republish, take bids and award bids as provided for in Subsection (d) next above, as the case may be; and

(f) Allow temporary use of the component parts of the Phase II and Phase III Water Facilities as they are completed to provide potable and fire protection water to users in the District on a temporary basis and to service the construction operations of the developers of the District as may be possible during the construction and completion of the Phase II and Phase III Water Facilities; provided, that the City may charge such developers a water rate for the use and consumption of water on such temporary basis in accordance with existing City ordinances.

The terms Phase II Water Facilities and Phase III Water Facilities shall include all water storage and distribution facilities, real property, easements and appurtenances related to such facilities, as described in Parts II and III of Exhibit C.

8. **Junior Lien Bond Project Guarantee.**

(a) If any component part of the Phase II or Phase III Water Facilities is completed in accordance with this Agreement out of the proceeds of Junior Lien Bonds issued by the City for such purpose, the guarantor or guarantors described in Subsection 10 of this Section IV agree to execute (prior to the City's issuing said Bonds) a written guarantee, which shall be mutually agreeable to the developers of Region II and the City and which shall provide in substance
that: the amount of the Junior Lien Bond Project Net Revenues (as defined below) will not be less than the amount in each calendar year (commencing with the first calendar year in which any principal or interest (except capitalized interest) on such Junior Lien Bonds falls due) equal to one hundred thirty-five percent (135%) of Junior Bond Debt Service (as defined below) for such calendar year on the then outstanding Junior Lien Bonds. "Junior Bond Debt Service" for a calendar year shall mean and include the actual amount of principal and/or interest required to be paid on July 1 of such calendar year on the then outstanding Junior Lien Bonds and the actual amount of principal and/or interest required to be paid on January 1 of the next succeeding calendar year on the then outstanding Junior Lien Bonds. If for any calendar year one hundred thirty-five percent (135%) of Junior Bond Debt Service exceeds the amount of the Junior Lien Bond Project Net Revenues, the amount of such excess is herein referred to as "Guarantee Amount". Notwithstanding the immediately preceding provisions, in no event shall the amount (herein referred to as "Maximum Guarantee Amount") of the obligation of the guarantor(s) under the preceding provisions in any year exceed: the sum of (y) one hundred thirty-five percent (135%) of Junior Bond Debt Service, as defined, for such calendar year, and (z) the amount of the "Guaranteed Fixed Cost" (as hereinafter in Subsection 9 below defined) for such calendar year. If any amount shall become payable under the provisions of this Subsection 8(a), such amount shall be the lesser of the Guarantee Amount or the Maximum Guarantee Amount.
(b) If an amount shall become payable to the City under the provisions of this Subsection 8 or Subsection 11 of this Section IV, such amount shall be paid to the City as provided in Subsection 11 hereof.

(c) Junior Lien Bond Project Net Revenues shall be computed from year to year on a cumulative basis. If in any year the Junior Lien Bond Project Net Revenues shall exceed one hundred thirty-five percent (135%) of Junior Bond Debt Service for such year, such excess shall be included in the computation of Junior Lien Bond Project Net Revenues in the next succeeding year or years until such excess shall have been exhausted; provided however, that if in any year Junior Lien Bond Project Net Revenues for such year shall be less than one hundred ten percent (110%) of Junior Bond Debt Service for such year, such excess shall only be applicable to the difference between one hundred thirty-five percent (135%) and one hundred ten percent (110%) of Junior Bond Debt Service for such year.

9. Definition of Terms. For purposes of the guarantee provided for in Subsection 8 above, and the other provisions of this Subsection 9 of Section IV hereof, the following definitions and provisions shall apply:
(a) "Region II Gross Revenues" shall mean that portion of the entire gross revenues of the City's combined waterworks and sewerage system required to be deposited in the Waterworks and Sewerage Fund of the City created by Section 7 of the Bond Ordinance, which is collected from users of such system located in Region II, including any investment income attributable to such moneys and credited to such Waterworks and Sewerage Fund of the City in accordance with Section 8(f) of the Bond Ordinance.

(b) "Junior Lien Bond Project Net Revenues" shall mean and apply as follows:

(i) the actual amount, in each calendar year, of Region II Gross Revenues less that portion of the amounts deposited to the credit of the Operation and Maintenance Account pursuant to Section 8(a) of the Bond Ordinance, which portion is properly allocable to the actual cost of the operation and maintenance of the Phase II and/or Phase III Water Facilities, as agreed between the City and the developers of Region II;

(ii) if the Regional Shopping Center is open for business on or before January 1,
1977 and the guarantee provided for in
Subsection 2 above consequently fails to
become effective, or if such guarantee
becomes effective and is later satisfied or
discharged, there shall also be included
in the computation of the Junior Lien Bond
Project Net Revenues in each year that such
guarantee shall not be in effect, and in the
next succeeding year or years until such
excess shall have been exhausted, an amount
(hereinafter called "Phase I Surplus Project
Net Revenues") equal to the excess, if any,
of Phase I Project Net Revenues (as defined
in Subsection 3 above) over one hundred thirty-
five percent (135%) of Phase I Debt Service
(as defined in Subsection 2 of this Section IV);
provided however, that if in any year Junior Lien
Bond Project Net Revenues shall be less than one
hundred ten percent (110%) of Junior Bond Debt
Service, such excess shall only be applicable
to the difference between one hundred thirty-five
percent (135%) and one hundred ten percent (110%)
of Junior Bond Debt Service for that year; and

(iii) The actual amount, in each calendar
year, of any water connection charges, and fifty
percent (50%) of the amount of service charge revenues which are collected from users located in any Small Annexed Territory (as defined in Subsection 14(b) of this Section IV).

(c) "Guaranteed Fixed Cost" shall mean the estimated amount of minimum fixed cost required to operate and maintain the Phase II and Phase III Water Facilities at minimum levels of activity for each calendar year from the proposed date of the issuance of the Junior Lien Bonds until all of such bonds shall mature (which estimated amount(s) shall be agreed upon by the City and the developers of Region II prior to the issuance of the Junior Lien Bonds).

10. Liability of Junior Lien Bond Project Guarantors. A guarantor acceptable to the City shall be liable to the City, or if there shall be more than one guarantor, such guarantors shall be jointly and severally liable to the City for the payment of any amounts payable to the City under the guarantee as provided for in Subsections 8, 9 and 11 of this Section IV.

11. Payments under the Junior Lien Bond Project Guarantee. In each year during which the Junior Lien Bonds shall be outstanding and the guarantee described in Subsection 8 of this Section IV shall be in effect, not more
than sixty (60) days, nor less than forty-five (45) days, prior to July 1 of such year, provided that any interest (other than capitalized interest) on the Junior Lien Bonds shall be payable on said July 1 ("Interest Payment Date"), the City shall deliver to the guarantor described in Subsection 10 of this Section IV a statement prepared and signed by the City Treasurer showing the City's best reasonable estimate of the Junior Lien Bond Project Net Revenues, as defined, for the six-month period ending on the day prior to the Interest Payment Date. To the extent that the projected Junior Lien Bond Project Net Revenues for the six-month period ending on the day prior to the Interest Payment Date, as shown on said statement, shall be less than one hundred percent (100%) of the interest payable on said Interest Payment Date on the Junior Lien Bonds then outstanding, plus fifty percent (50%) of the principal due on the next occurring Principal Payment Date (as defined below), such deficit shall be paid to the City by the guarantor described in Subsection 10 of this Section IV within thirty (30) days after receipt of such statement. Such payments are herein sometimes referred to as "Junior Bond Mid-year Guarantee Payments".

In each year during which the Junior Lien Bonds shall be outstanding and the guarantee described in Subsection 8 of this Section IV shall be in effect, not more than sixty (60) days, nor less than forty-five (45) days, prior to January 1 of the next succeeding year, provided
that any principal or interest (other than capitalized interest) on the Junior Lien Bonds shall be payable on said January 1 ("Principal Payment Date"), the City shall deliver to the guarantor described in Subsection 10 of this Section IV a statement prepared and signed by the City Treasurer showing the City's best reasonable estimate of the Junior Lien Bond Project Net Revenues, as defined, for the twelve-month period ending on the day prior to the Principal Payment Date. To the extent that projected Junior Lien Bond Project Net Revenues for the twelve-month period ending on the day prior to the Principal Payment Date (which Revenues shall include the amount of any Junior Bond Mid-year Guarantee Payment for such year), as shown on said statement, shall be less than one hundred ten percent (110%) of the Junior Bond Debt Service for said twelve-month period on the Junior Lien Bonds then outstanding, such deficit shall be paid to the City by the guarantor described in Subsection 10 of this Section IV within thirty (30) days after receipt of such statement. Such payments are herein sometimes referred to as "Junior Bond Year-End Guarantee Payments".

As promptly as practicable following the close of each calendar year the City will deliver to the guarantor described in Subsection 10 of this Section IV a statement certified by an independent public accounting firm showing the Junior Lien Bond Project Net Revenues, as defined, received by the City in such calendar year (which Revenues shall include the amount of any Junior Bond Mid-year Guarantee Payments for such year and the amount of any
Junior Bond Year-End Guarantee Payments for such year), and the amount, if any, payable to the City pursuant to the guarantee provided for in Subsection 8 of this Section IV, or the amount, if any, by which, as a result of Junior Bond Mid-year Guarantee Payments and Junior Bond Year-End Guarantee Payments, Junior Lien Bond Project Net Revenues have exceeded one hundred thirty-five percent (135%) of Junior Bond Debt Service for such calendar year. Such guarantors shall pay the amount, if any, so shown as payable to the City within thirty (30) days following receipt of such certified statement; or the City shall pay the amount, if any, so shown as exceeding one hundred thirty-five percent (135%) of Junior Bond Debt Service for such calendar year to the guarantor described in Subsection 10 of this Section IV at the time of the delivery of such statement by the City to such guarantor. Notwithstanding the foregoing, the guarantor shall have the right to employ a certified public accountant or firm of independent certified public accountants for the purposes of reviewing said certified statement, including the computations supporting such statement, which accountant or accountants shall have the right to examine the books and records of the City in connection with such review. If the guarantor, based upon such review, shall disagree with said certified statement furnished by the City, the amount of any payment due to the City under said guarantee, or the amount payable by the City to the guarantor, and if the City and the guarantor are unable to resolve such disagreement by negotiation, then the auditors selected by the City and the auditors selected by the guarantor shall jointly select a third auditor, which
shall be a firm of independent certified public accountants of recognized standing, and the determination made by such third auditor shall be conclusive upon the parties. To the extent that there shall be any such unresolved disagreement, no payment shall be required to be made to the City; provided that such payment, if determined to be required, shall be made within ten (10) days after resolution of such disagreement as herein provided; further provided that any additional payment determined to be required to be made to such guarantor by the City shall be paid to such guarantor by the City within ten (10) days after resolution of such disagreement as herein provided.

12. Termination of Junior Lien Bond Project Guarantee. The guarantee provided for in Subsections 8, 9 and 11 of this Section IV will terminate when for three (3) consecutive years the Junior Lien Bond Project Net Revenues, computed for purposes of this Subsection 12 as if water connection charges (both from Region II and from Small Annexed Territories) and Phase I Surplus Project Net Revenues had not been included in the definition thereof, shall have been sufficient to obviate the need for any payments to the City pursuant to said guarantee.

13. Credits Against Water Connection Charges. Any payments made to the City pursuant to the guarantee provided for in Subsections 8, 9 and 11 of this Section IV (herein sometimes referred to as "Guarantee Payments") shall be regarded as advance payments of water connection charges otherwise payable to the City, and the developers of Region II shall receive a credit for such advance payments. At
the direction of the developers of Region II, as given from time to time, such payments, together with interest thereon from the date of each such payment at the rate of seven percent (7%) per annum, shall be used to abate any water connection or similar charges which would otherwise have become payable by the developers of Region II in any year following the year in which such payment was made. If, within a period of two (2) years following termination of the guarantee pursuant to Subsection 12 of this Section IV, the developers of Region II shall not have recovered the entire amount of such Guarantee Payments, together with interest thereon as aforesaid, through credits against such water connection charges in the manner contemplated by the foregoing provisions of this Subsection 13, then the City shall, out of any moneys then, or at any time, and from time to time, legally available therefor, refund such unrecovered Guarantee Payments in cash to Metropolitan Crown. If the City shall fail to refund such unrecovered Guarantee Payments as herein provided, the developers of Region II, in addition to all other rights and remedies hereunder, or at law or at equity, shall have the continuing right to use the amount of such unrecovered Guarantee Payments as credits against any water connection charges payable to the City by the developers of Region II.


(a) After annexation of the Territory to the City, the City, subject to the provisions of
Subsection (b) of this Subsection 14, shall require, as a condition to the annexation of any property which requires the direct use of any component part of Phase I, Phase II or Phase III Water Facilities in order to obtain water service from the existing City water distribution system, from the record owners of such annexed property that said record owners shall assume the obligations of the guarantee provided for in Subsection 2 of this Section IV (if such guarantee becomes effective), and the guarantee provided for in Subsections 8, 9 and 11 of this Section IV, in a proportion which bears a reasonable and equitable relationship to the service to be provided by or through any component part of the Phase I, Phase II or Phase III Water Facilities to such annexed property, provided that if the guarantee provided for in Subsection 2 of this Section IV does not become effective (or is subsequently satisfied or discharged), then obligations so assumed with respect to the guarantee provided for in Subsections 8, 9 and 11 of this Section IV shall be in proportion which bears a reasonable and equitable relationship to the service to be provided by or through the Phase I, II and III Water Facilities. The assumption by such record owners of a proportionate share of the obligations of said guarantee shall not relieve the guarantors referred to in Subsection 4 or Subsection 10 of this Section IV from their obligations thereunder, but said guarantors shall be entitled to credits against the amount of their guarantee obligations in the amounts of any moneys from time to time
actually received by the City from said record owners as payments under said record owners' guarantee obligations, and the amounts of any such payments to the City by such record owners shall not constitute, or become part of, Guarantee Payments for the purposes of Subsection 13 of this Section IV. The developers of the District may waive the obligations of the City under this Subsection 14(a) with respect to any annexation of property by the City.

(b) If property to be annexed which would otherwise be subject to the provisions of Subsection (a) of this Subsection 14 shall be less than forty (40) acres in size (herein sometimes referred to as "Small Annexed Territory"), it shall not be a condition to the annexation of such Small Annexed Territory that the record owners thereof assume any of the guarantee obligations provided for in said Subsection (a); provided, that for purposes of making such determination of size, there shall be included all properties: (i) owned, controlled or held, under common control with others, by such record owners, or, if the record owner of such property shall be a land trust, there shall be included all properties owned, controlled or held, under common control with others, by the beneficiaries thereof, or, if the record owner of such property shall be a nominee, or if the beneficiary of such land trust shall be a nominee, there shall be included all properties owned, controlled or held, under common control
with others, by the principal of such nominee, and (ii) previously annexed to the City, from the date hereof to the date of such annexation by such record owners.

15. Easements and Sites. It shall be a condition of the City's obligations to construct the Phase I, Phase II, and Phase III Water Facilities that:

(a) the developers of the District shall cause to be granted to the City, without cost, all necessary easements which are required for the construction and maintenance of transmission and distribution piping for the Phase I, Phase II and Phase III Water Facilities and which run under, over, across or through any property in the District or any property outside the District which is owned by any of such developers; provided, that the necessity, location and size of such easements shall be subject to the approval of the City and the developers of the District;

(b) the developers of the District shall reserve, dedicate and convey to the City without cost, when and as required for the construction of the Phase I, II, or III Water Facilities, as the case may be, the site of approximately two (2) acres legally described in Part IV of Exhibit C hereof for a well site, pumping station and ground water storage tanks, and a square site of approximately one hundred (100) feet on each side to be located
at the northeast corner of the intersection of 
83rd Street and the eastern boundary of Elgin, Joliet 
& Eastern Railway Company to be used for a water 
storage tank; and

(c) in addition to the obligations of the 
developers of the District provided for in Subsec-
tion (b) of this Subsection 15, the developers of 
the District shall cause sites required for wells, 
water storage and pumping facilities and appurten-
ances related to such facilities which are to be 
located on property in the District or on property 
outside the District which is owned by any such 
developer to be made available for purchase by the 
City from the owners of such sites at a cost of 
$7,500 per acre; provided, that the necessity, 
location and size of any such sites shall be sub-
ject to the approval of the City and the developers 
of the District.

16. Schedule of Requirements. The developers 
of each Region of the District shall deliver to the City 
annually a five-year schedule of the estimated water 
requirements for such respective Region of the District 
during its development period and when fully developed 
in accordance with the provisions of the Plan Descrip-
tion, which schedule shall be based upon the actual develop-
ment of such Region to the date of delivery of such schedule, 
and the developers' best reasonable estimate of the projected
development of such Region for the period of such schedule. At all times the City shall reserve for the next occurring three (3) years an adequate supply of water for the properties in each such Region of the District and the occupants thereof in accordance with the latest of such schedule of requirements and shall not annex any new properties to the City nor undertake to supply water to any property not now within the corporate boundaries of the City, the effect of which would be to impair the City's ability to supply water to the properties in each Region of the District and the occupants thereof for such three-year period in accordance with the latest of such schedule of requirements.

17. **Water Storage Tank Signs.** During the development period of the District, the developers of each Region of the District shall have the right upon their unanimous request to the City, at their own expense and subject to City supervision, to paint or place on any City water storage tank constructed in such Region the name of the District or any development phase thereof; provided such painting or placement is accomplished in an appropriate and tasteful manner; and, provided further, that any such name shall be in addition to and not a replacement of the name Aurora.

18. **Revised Connection Charge Schedule.** Upon annexation of the Territory to the City, the City shall promptly, without further public hearing, adopt an ordinance amending the City's water connection charge schedule in the
manner set forth in Part V of Exhibit C, and the connection charges provided for therein for meter sizes above two (2) inches which may be installed in Manufacturing Areas of the District shall not be increased within the District during the term of this Agreement by more than five percent (5%) in each five-year period following the date of annexation of the Territory to the City. Subject to the limitation in the next preceding sentence, the City may by ordinance increase the City's water connection charge schedule, provided that any such increase shall be applicable in all other areas of the City. Any revisions to the City's water service user rate schedule deemed necessary by the City's consulting engineers may be effected at any time at the option of the City during the term hereof, provided however, that at no time shall any portion of the District be charged a water service user rate higher than the lowest water service user rate charged in any other part of the City for the same level of water service.

19. **Private Fire Protection Systems--Connection Charge.** It is hereby agreed and understood that if a private sprinkler and fire protection system shall be installed in any part of the District, no connection or other comparable charge shall be charged by the City for the connection of such private sprinkler and fire protection system, and further, such sprinkler and fire protection system shall not be metered, and no meter charge shall be made for such sprinkler and fire protection system. The City shall have the right to require the installation of detector check valves and flow meters or similar water flow monitoring systems to monitor the flow of water into
or through any private sprinkler and fire protection system installed in any part of the District, if such detector check valves and flow meters or other systems shall, by City ordinance, be required on private sprinkler and fire protection systems in all other areas of the City.

20. **Dedication of Water Distribution System.**

The developers of the District shall dedicate, and the City shall accept the dedication of, all water utility mains, pipes and related appurtenances constructed or installed by such developers in any part of the District which constitute a part of the water transmission and distribution system of the City excluding service lines, provided that all such water utility mains, pipes and related facilities shall comply with all applicable City standards or regulations with respect thereto. From and after the dedication of any such water utility mains, pipes and related facilities excluding service lines, such water utility mains, pipes and related facilities excluding service lines shall be maintained, reconstructed, repaired and replaced by the City, and all costs and expenses of operation, maintenance, repair, reconstruction and replacement of such water utility mains, pipes and related facilities excluding service lines shall be the responsibility of the City.

21. **Changes in General Design Data.** Any Stage of the Phase I Water Facilities deleted therefrom pursuant to Subsection 1 of this Section IV shall be added to the Phase II Water Facilities. Other changes in the general design data for the Phase I, Phase II or Phase III Water Facilities may be made at any time and from time to time with the approval of the City and the developers of the District.
V.

ROADS AND HIGHWAYS

1. Arterial Roads and Highways for the District--

General Provisions.

(a) **Description of District Road and Highway Program.** Exhibit D, attached hereto and made a part hereof, contains a description of, and the land use plan which is included in Part Three of the Plan Description shows, the arterial road and highway improvement and construction projects presently deemed by the City and the developers of the District as desirable for the full development of the District. The arterial road and highway construction projects described in Exhibit D, taken together (except for the roads and highways described as Complementary Roads and Highways in Subsection (f) of this Subsection 1), shall hereinafter in this Agreement be called the "District Road and Highway Program."

As provided hereinafter in this Section V, from time to time the City shall complete the successive phases of the District Road and Highway Program of Region I and Region II, and the City shall, with respect to all or any part of any such phases, other than Phases III B and IV C of the Region I Road and Highway Program, which are within
or outside the corporate limits of the City, provide for the construction of such phases and for the financing thereof with special assessments, or otherwise as hereinafter provided, and in that connection take, and to the extent permitted by law, cause and enable its officers and the City Board of Local Improvements to take, all steps necessary or desirable to the end that the public and private portions of the cost of such phases will be determined in accordance with the agreements set forth in those provisions of this Section V and those provisions of Exhibit D which state the public and private benefit portions of the net cost (as hereinafter defined) of the roads and highways described therein.

(b) Assistance from other Governmental Authorities. The City and the developers of the District will cooperate with each other and use their best efforts to obtain from the State, County and other governmental authorities financial and other forms of assistance which may be necessary or appropriate in acquiring properties and rights-of-way for and in completing the construction of the District Road and Highway Program. Without limiting the generality of the foregoing, and subject to the later provisions of this Section V, and particularly, without limitation, the provisions of Subsection 1(f) of this
Section V, the City will cooperate with other governmental authorities to provide special assessment or other financing of the District Road and Highway Program, both within and without the corporate limits of the City.

(c) **General Provisions with Respect to Future Annexations.** Subject to the limitations and provisions set forth in this Section V, and particularly in Subsection 4 of this Section V, it is agreed that, in connection with future annexations to the City of property which has benefited or will benefit from one or more phases or part of any phase of the District Road and Highway Program, the City shall obtain, unless the developers of Region I as to the Region I roads (as hereinafter defined) or the developers of Region II as to the Region II roads (as hereinafter defined) otherwise agree, as an annexation condition assumed by the record owners of the property to be annexed, and as an undertaking in the annexation agreements providing for such annexations, an agreement by such record owners covering the following:

(i) that such record owners of such annexed property, in proportion to and to the extent of the private benefit that has accrued or will accrue to such annexed property from the completion of any phase or part of a phase of the
District Road and Highway Program (determined in accordance with the provisions of this Agreement), will assume, be subject to, and agree to perform and pay each of the agreements and undertakings of the developers and other record owners of property set forth in Subsections 2, 3 and 4 of this Section V with respect to said phase or part of a phase of the District Road and Highway Program, with a resulting proportionate reduction in such agreements and undertakings of the developers and other record owners, in proportion to their respective obligations thereunder, and

(ii) without limiting the generality of clause (i) next above, such record owners of the annexed property, in proportion to and to the extent of the private benefit that has accrued or will accrue to such annexed property from the completion of all or any part of any phase of the District Road and Highway Program (determined in accordance with the provisions of this Agreement), will:

(y) consent to future special assessments against such annexed property with respect to any such phase or part which may be financed by special assessments under the provisions of this Section V or otherwise,
such special assessments to be determined, assessed and spread against such annexed property to the extent of and in proportion to the private benefit that has accrued or will accrue thereto, which private benefit shall be determined on the same basis and in accordance with the agreements and provisions hereinafter in this Section V and in Exhibit D set forth with respect to such phase or part, and

(z) make a payment to the City for and to the extent of the private benefit that has accrued or will accrue to such annexed property from the completion of any phase or part of such phase of the District Road and Highway Program (determined in accordance with the provisions of this Agreement), which payment shall be determined on the same basis as and in accordance with the agreements and provisions hereinafter in this Section V and in Exhibit D set forth, and which payment shall be used by the City; first, to reimburse the developers and other record owners within and outside the District for special assessment or other payments theretofore paid by them with respect to
such phase or part (such reimbursement to be on a basis proportionate to the respective amounts of said payments made by the developers and such other record owners with respect to such phase or part), and second (if any balance remains), to reduce future payments of assessments or other payments required to be made with respect to such phase or part by the developers and such other record owners of property inside or outside the District (such reduction likewise to be on a basis proportionate to the respective amounts of said future payments required to be made by the developers and such other record owners with respect to such phase or part of a phase). All payments made hereunder to the developers of Region I and other owners of record of property in Region I shall be made by the City to Urban, which shall receive such payments on behalf of the developers of Region I and other record owners of property in Region I. All payments to be made hereunder to the developers of Region II and other record owners of property in Region II shall be made by the City to Metropolitan Crown, which shall receive such payments on behalf of the developers of Region II and other record owners of property in Region II, and
(iii) that such record owners of such annexed property will dedicate to the City, Township, County, State or other governmental authority, as may in each case be appropriate, without cost to the City, all properties and rights-of-way which are necessary to complete the District Road and Highway Program.

(d) Properties and Rights-of-Way from Developers.

The developers of the District will dedicate to the City, Township, County, State or other governmental authority, as may in each case be appropriate, without cost to the City, all properties and rights-of-way (i) which are located in the District or which are located outside the District and which are now owned by such developers; and (ii) which are necessary to complete and are a part of the District Road and Highway Program, provided, that with respect to Phases II B and II C of the Region I Road and Highway Program (hereinafter called the "Phase II B and II C Programs"), the value of the land dedicated to the City by the developers of Region I for the Phase II B and II C Programs (computed at a price of $10,000 per full acre and a proportional amount for fractions of acres) shall be included in the calculation of the net cost (as "net cost" is hereinafter defined) of the Phase II B and II C Programs and shall be credited against such developers' share of the private benefit portion of the net cost of the Phase II B and II C Programs.
(e) **Facilities Included in Road and Highway Programs.** Each reference herein to the District Road and Highway Program, the Region I Road and Highway Program or the Region II Road and Highway Program, and the total cost thereof, shall include all required rights-of-way, traffic lights, excavation, sub-base, paving, traffic controls, storm water drainage, curbs, gutters, sidewalks, lighting, landscaping, striping and similar required and related facilities. The storm water drainage facilities included in any Road and Highway Program will consist of the facilities required to handle the surface runoff resulting from a storm with a five-year return frequency on the contributing watershed adjacent to the highway. The City agrees, however, to oversize any such storm water drainage facilities in accordance with the request of one or more of the developers of the District. The City and the developers making said request shall cooperate in providing arrangements for financing the full amount of the additional cost of such oversizing, including, without limitation, the arrangements for financing referred to in Subsection 2 of Section VIII of this Agreement. Nothing in this Subsection 1(e) shall be deemed to obligate the City to assume any financial responsibility with respect to such additional cost of such oversizing, and it shall be a condition to the City's obligation to oversize any such storm water drainage facilities that arrangements for financing the
full cost of such oversizing shall have been provided for in a manner satisfactory to the City and the developers making said request.

(f) **Complementary Roads and Highways.** Notwithstanding any provision herein to the contrary, upon the annexation of the Territory to the City, the developers of the District and the City agree to consult and cooperate each with the other, to the end of accomplishing, as soon as practicable after the annexation date, the most expeditious and economical method or methods of financing and constructing each and all of the roads and highways and phases and parts of phases thereof shown in Exhibit E, attached hereto and made a part hereof (said roads and highways are herein called the "Complementary Roads and Highways").

(g) **Provisions of Annexation Agreement Prevail.**

To the extent, if any, that Subsection D. of Section V of the Plan Description (which constitutes Exhibit A of this Agreement) shall be inconsistent with any of the provisions of this Section V or of Exhibit D, the provisions of this Section V and Exhibit D shall prevail and obtain.

2. **Region I Road and Highway Program.** Without limiting the provisions of Subsections 1 and 4 of this Section V, the following provisions shall apply to those portions of the District Road and Highway Program described in
Part I of Exhibit D and shown on the land use plan included in Part Three of the Plan Description, and therein and herein designated as the "Region I Road and Highway Program," and herein sometimes designated as the "Region I roads," it being understood that after the annexation of the Territory to the City, portions of said Region I roads will be within the City and portions will not be within the City:

(a) General Provisions. With the exception of Phase I of the Region I roads which is covered by Subsection (f) of this Subsection 2, the City agrees that when constructed the Region I roads will be of benefit to the City generally. Upon the annexation of the Territory to the City, the City agrees to construct or cause to be constructed and to complete or cause to be completed the Region I roads, subject to and in accordance with the provisions of this Section V and Exhibit D. Upon the annexation of the Territory to the City, the City shall, subject to Subsection (b) of this Subsection 2, as promptly as necessary to comply with the completion dates set forth in Part I of Exhibit D:

(i) Cause plans and specifications to be completed for the Region I Road and Highway Program, which plans and specifications shall conform to and comply with applicable specifications of the appropriate governmental authorities.
(ii) Acquire by purchase or, if necessary, by condemnation (where condemnation is legally available to the City) all properties and rights-of-way not owned by the developers of Region I or by the City and necessary to complete the Region I Road and Highway Program.

(iii) Obtain from State, County or other governmental authorities all licenses, approvals, permits and consents which are necessary to complete the Region I Road and Highway Program.

(iv) Publish, take bids, and award bids to and contract with the lowest qualified bidders for the construction of the Region I Road and Highway Program.

(b) **Delays.** If any delay in completing any phase or part of any Region I road results from (i) a cause beyond the reasonable control of the City (e.g., delays beyond the reasonable control of the City with respect to the acquisition of required rights-of-way, or with respect to required special assessment proceedings, notwithstanding the City's having exercised due diligence to initiate, proceed and complete the same promptly), (ii) an act of the developers of Region I, or (iii) a delay mutually agreed upon between the City and the developers of Region I, then the completion date set forth in Part I of Exhibit D of such phase or
such part of such phase shall be extended by the period
of such delay.

(c) **Financing of the Region I Road and Highway
Program.** Subject to and in accordance with the pro-
visions of Subsection 4 of this Section V, and subject
to the provisions of Subsection (e) of this Subsection
2, upon annexation of the Territory to the City, the
City shall, as promptly as practicable to comply with
the completion schedules set forth in Part I of Exhibit
D provide for the financing with special assessments,
or otherwise as provided for in Subsection 4 of this
Section V.

(d) **Determination of Public and Private Benefit
of the Region I Roads and Payment by Developers of
Region I and other Benefited Owners of Private Benefit
Portion of Net Costs of the Region I Roads.**

(i) The City and the developers of Region
I, based upon necessary investigations, and
based upon the benefits generally to the City
of the Region I roads, and the benefits which
will accrue therefrom to the developers of
Region I and to benefited owners of property
outside Region I, have and do hereby determine
and agree that for the purpose of determining
special assessments and for other purposes

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hereunder, the respective public and private benefit portions of the net cost (as herein-after defined) of the Region I roads (and each phase and part of each phase, whether or not initially or otherwise constructed with two (2) or four (4) lanes, but excluding all bridges and grade separations), whether now or after the annexation of the Territory to the City located within or outside of the City, are and shall be as set forth in Part I of Exhibit D. Regardless of the method of financing employed as provided for in Subsection 4 of this Section V, the public benefit portion (determined in accordance with the provisions of this Agreement) shall be borne and paid for by the City, not only with respect to those portions of the Region I roads inside the City, but also with respect to those portions outside the City. The private benefit portion (determined in accordance with the provisions of this Agreement) shall be borne and paid for by the record owners of property located in Region I and the record owners of property located outside of Region I, to the extent that such respective owners benefit therefrom.

(ii) The provisions of this Subsection 2(d) shall be deemed binding upon the respective
record owners from time to time of real property located inside the District or located outside the District, and each sale, conveyance or other transfer of any such real property, whether within or without the District, made at any time and from time to time after the annexation date shall be deemed subject to the provisions of this Subsection 2(d), and each transferee and grantee under any such sale, conveyance or other transfer shall be deemed to have consented and agreed to and be bound by the said provisions; provided, that the provisions of this Subsection 2(d) shall not be deemed binding on any such transferee or grantee or subsequent record owner under any such sale, conveyance or other transfer to the extent that the developers of Region I or any such other seller, grantor or other transferor (whether having theretofore acquired the property to be transferred from such developers or others) shall expressly and specifically, in the agreement, deed or other instrument effecting such sale, conveyance or other transfer, agree to retain any of said obligations. Except only to the extent, if any, of such express and specific retention of liability or obligations by such developers or such other seller, grantor or other transferor, such developers and each such other seller, grantor or other transferor
shall, upon said sale, conveyance or other transfer, have no liability or obligations with respect to or under any of the provisions of this Subsection 2(d).

(e) Payments by Developers of Region I for Certain Portions of the Region I Road and Highway Program.
Pursuant to the provisions of Subsection 1(b) and Subsection 4 of this Section V, the City shall attempt to arrange special assessment or other financing of Phases I A, I C, II A, III A, IV A and V A of the Region I Road and Highway Program (hereinafter called the "Outside Phases"). If special assessment or other financing for all or any part of any Outside Phases cannot be provided in a manner satisfactory to Urban and to the City, Urban, on behalf of the developers of Region I, shall from time to time reimburse the City for all funds required to be paid by the City (i) for the preparation of plans and specifications for all or such part of the Outside Phases, (ii) for the acquisition of sites and rights-of-way for the construction of all or such part of the Outside Phases, and (iii) pursuant to contracts for the construction of all or such part of the Outside Phases. All funds received by the City pursuant to Subsection 1(c) of this Section V, or from the State, County or other governmental authorities which are intended to defray or are allocated by the City as reimbursement for any
part of the cost of the Outside Phases which shall have been reimbursed to the City by Urban, shall promptly be paid to Urban, which shall receive such payments on behalf of the developers of Region I.

(f) Public Benefit Portion of Phase I of the Region I Road and Highway Program. Upon completion of Phase I of the Region I Road and Highway Program (hereinafter called the "Phase I Program"), the City agrees to review the question of whether any portion of the Phase I Program net cost should be borne by the City because of the public benefit that will accrue to the City from the completion of the Phase I Program. It is understood that the resolution of such question shall be within the complete discretion of the City and that in such resolution the City shall not be required to apply the same considerations that have been used in determining the respective public and private benefit portions of the net cost of other phases of the District Road and Highway Program as such respective portions are reflected in Exhibit D. Such public benefit portion, if and as agreed upon, shall be applied and/or paid, first, to reimburse the developers of Region I and other record owners of property which shall have benefited from the Phase I Program for special assessments or other payments
therefore paid by them, and the balance, if any, remaining, to reduce future payments or assessments or other payments required to be made by them. To the extent that the City shall bear any share of the net cost of the Phase I Program pursuant to this Subsection (f), the City shall be entitled to a proportionate share of any net cost recaptured in accordance with Subsection 2(j) of this Section V, such share to be determined in accordance with Subsection 2(l) of this Section V as if the share of the net costs of the Phase I Program borne by the City were set forth in Exhibit D as a public benefit portion of the Phase I Program.

(g) **Dedication.**

(i) The rights-of-way now owned by the developers of Region I which are required for the Region I roads shall be dedicated by the developers of Region I to the City, Township, County or State, as in each case may be appropriate, without cost to the City, prior to commencement of actual construction of each phase of each respective road, provided, that with respect to the Phase II B and II C Program, the value of the land dedicated to the City by the developers of Region I for the Phase II B and II C Programs
(computed at a price of $10,000 per full acre
and a proportional amount for fractions of acres)
shall be included in the calculation of the net
cost of the Phase II B and II C Programs and
shall be credited against such developers' share
of the private benefit portion of the net cost
of the Phase II B and II C Programs.

(ii) If the developers of Region I or any
other record owners of real property in Region I
shall sell, convey or otherwise transfer, at any
time and from time to time after the annexation
date, any real property located in the District
or located outside the District, (y) which is
owned by the developers of Region I as of the
annexation date, and (z) which is necessary and
required as of the date of such sale, conveyance
or other transfer, under the alignments and other
provisions hereof then in effect, for rights-of-
way for any phase of any of the Region I roads,
then such sale, conveyance or other transfer
shall be made subject to the obligations of
clause (i) next above of this Subsection 2(g).

(h) **Acquisition of other Land for Region I Roads.**

In accordance with Subsection 2(a)(ii) of this Section
V, the City agrees to acquire all land not owned by
the City or by the developers of Region I and required
for any phase of the Region I roads, either by purchase or condemnation (where condemnation is legally available to the City). Lands to be acquired that are outside the City and noncontiguous thereto shall be acquired by the City through the governmental authority having jurisdiction pursuant to Section 10 of Article VII of the Constitution of the State of Illinois.

(i) Cost and Net Cost. The "cost" of each of the Region I roads, and each phase and part thereof, is defined as all direct and directly allocable expenses and costs of the City for construction, including construction costs, engineering, legal, the facilities described and listed in Subsection 1(e) of this Section V, and acquisition of property for right-of-way (excluding, subject to the provisions of Subsection 2(g)(i) of this Section V which are applicable to the Phase II B and II C Programs, the cost of all rights-of-way and other property owned on the annexation date by the developers of Region I or by the City and necessary for the construction and completion of the Region I roads, the cost of bridges and grade separations and the additional cost of oversizing storm drainage facilities as provided for in Subsection 1(e) of this Section V). The "net cost" of each of the Region I roads, and each phase and part thereof, is defined as the cost (as defined in the next preceding sentence) less the funds received from the State, County, federal government and other governmental authorities and designated for such Region I road, or any part or phase thereof, but not including

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any share of the City in State motor fuel tax funds and not including any funds referred to in the immediately following paragraph of this Subsection (i) which are received by the developers of Region I.

Subject to, and not in limitation of, the provisions of Subsection 2(g)(i) of this Section V, to the extent, if any, that the developers of Region I receive any funds from the State, County, federal government or any other governmental authority other than the City, for any of the said rights-of-way or other property owned on the annexation date by the developers of Region I and necessary for the construction and completion of such respective Region I road, or a phase or a part of a phase thereof, forty percent (40%) of such amount so received shall be paid to the City promptly after the receipt thereof by the developers of Region I. Such payments to the City by the developers of Region I shall not reduce the net cost of such Region I road, phase or part of the phase involved for any of the purposes or provisions of this Agreement.

(j) Governmental Grants and Assistance. The City and the developers of the District, as provided for in Subsection 1(b) of this Section V, shall cooperate with each other and use their best efforts to obtain from the State, County, Township, federal government and other governmental authorities financial or other forms of assistance for the construction of the Region I roads.
(k) **Future Annexations.** As provided for in Subsection 1(c) of this Section V, and subject to the limitations of the provisions of Subsection 4 of this Section V, the City shall obtain, as a condition to annexation of properties benefited by the Region I roads, an agreement from the record owners of said property so to be annexed to contribute to the net cost of such roads.

(l) **Recapture of Costs.**

(1) All costs recaptured by or through the City in any manner, from the State, County, federal government or other governmental authorities, which are intended to defray or reimburse for any of the cost of any phase or part of any Region I roads shall be divided between the City's share (public benefit) of the cost and the developers' and record owners' share (private benefit) of the said cost as said public and private benefit are set forth in Exhibit D. The developers' and record owners' share of each such amount received by or through the City shall be applied and/or paid, (as provided for in Subsection 1(c) of this Section V) first, to reimburse such developers and owners for special assessments or other payments theretofore paid by them, and the balance, if any, remaining, to reduce future
payments of assessments or other payments required to be made by them. All of such costs recaptured other than from the sources stated in the immediately preceding sentence, including, without limitation, recaptures from future annexations, shall be applicable only to the developers' and record owners' share, and shall be paid and applied as provided in the immediately preceding sentence.

(ii) All payments to be made hereunder to the developers and other owners of record of property located in Region I shall be made by the City to Urban, which shall receive such payments on behalf of said developers and owners of record of property in Region I.

(m) General Provisions as to Scheduling and Alignment.

(i) The developers of Region I and the City agree to meet at least annually to review the status of the District Road and Highway Program as it pertains to Region I roads, and to make amendments and changes with respect to provisions of this Subsection 2 relating to the Region I roads, as conditions and the nature and progress of the development of the District and of Region
I from time to time warrant and indicate, and
as shall be mutually agreed upon between the City
and the developers of Region I.

(ii) The City and the developers of Region I
agree that the location and alignment of the
Region I roads and the phases thereof (as shown
in the land use plan which is included in Part
Three of the Plan Description, and as described
in Part I of Exhibit D) may require changes
from time to time in order to serve the best
interests and meet the needs and requirements
of the City generally and of such developers.
Accordingly, it is agreed that Urban, with respect
to the Region I roads, may, at any time prior to
the City's having prepared plans or having taken
any other substantial action required in connection
with the start of construction, change the location
and alignment of any phase of any such road by
written notice to the City; provided that such
changes in alignment and location to the extent
that they are within the City shall meet with the
approval of the City, which approval shall not be
unreasonably withheld.

3. Region II Road and Highway Program. Without
limiting the provisions of Subsections 1 and 4 of this Section
V, the following provisions shall apply to those portions of
the District Road and Highway Program described in Part II and Part III of Exhibit D and shown on the land use plan included in Part Three of the Plan Description, and therein and herein designated as the "Region II Road and Highway Program," and herein sometimes designated as the "Region II roads," it being understood that after the annexation of the Territory to the City portions of said Region II roads will be within the City and portions will not be within the City:

(a) **General Provisions.** The City agrees that when constructed the Region II roads will be of benefit to the City generally. Upon the annexation of the Territory to the City, the City agrees to construct or cause to be constructed and to complete or cause to be completed the Region II roads, subject to and in accordance with the provisions of this Section V and Exhibit D. Upon the annexation of the Territory to the City, the City shall, as promptly as necessary to comply with the completion dates set forth in Part II and Part III of Exhibit D, as modified under the provisions of Subsection 3(j) of this Section V:

(i) **Cause plans and specifications to be completed for the Region II Road and Highway Program, which plans and specifications shall conform to and comply with applicable specifications of all appropriate governmental authorities.**
(ii) Acquire by purchase or, if necessary, by condemnation (where condemnation is legally available to the City) all properties and rights-of-way not owned by the developers of Region II or by the City and necessary to complete the Region II Road and Highway Program.

(iii) Obtain from State, County or other governmental authorities all licenses, approvals, permits and consents which are necessary to complete the Region II Road and Highway Program.

(iv) Publish, take bids, and award bids to and contract with the lowest qualified bidders for the construction of the Region II Road and Highway Program.

(b) Delays. If any delay in completing any phase or part of a phase of any Region II road results from (i) a cause beyond the reasonable control of the City (e.g., delays beyond the reasonable control of the City with respect to the acquisition of required rights-of-way, or with respect to required special assessment proceedings, notwithstanding the City's having exercised due diligence to initiate, proceed and complete the same promptly), (ii) an act of the developers of Region II or (iii) a delay mutually agreed upon between the City and the developers of Region II, then the completion date set forth in Parts II and III of Exhibit
D of such phase or such part of such phase (subject to changes of such completion date under the provisions of Subsection 3(j) of this Section V) shall be extended by the period of such delay.

(c) Determination of Public and Private Benefit of Region II Roads and Payment by Developers of Region II and other Benefited Owners of Private Benefit Portion of Net Costs of Region II Roads.

(i) The City and the developers of Region II, based upon necessary investigations, and based upon the benefits generally to the City of the Region II roads, and the benefits which will accrue from the Region II roads to the developers of and other benefited owners in Region II and to benefited owners of property outside Region II, have and do hereby determine and agree that for the purpose of determining special assessments and for other purposes hereunder, the respective public and private benefit portions of the net cost (as hereinafter defined) of the Region II roads (and each phase and part thereof, whether or not initially or otherwise constructed with two (2) or four (4) lanes, but excluding all bridges and grade separations), whether now or after the annexation of the Territory to the City located within or outside of the City, are and shall be as set forth in Part II and Part III of Exhibit D. Regardless of the method
of financing employed as provided for in Subsection 4 of this Section V, the public benefit portion (determined in accordance with the provisions of this Agreement) shall be borne and paid for by the City, not only with respect to those portions of the Region II roads inside the City, but also with respect to those portions outside the City. The private benefit portion (determined in accordance with the provisions of this Agreement) shall be borne and paid for by the record owners of property located in Region II and the record owners of property located outside of Region II, to the extent that such respective record owners benefit therefrom.

(ii) The provisions of this Subsection 3(c) shall be deemed binding upon the respective record owners from time to time of real property located inside the District or located outside the District, and each sale, conveyance or other transfer of any such real property, whether within or without the District, made at any time and from time to time after the annexation date shall be deemed subject to the provisions of this Subsection 3(c), and each transferee and grantee under any such sale, conveyance or other transfer shall be deemed to have consented and agreed to and be bound by the said provisions; provided, that the provisions of this Subsection 3(c) shall not be deemed binding on any
such transeree or grantee or subsequent record owner under any such sale, conveyance or other transfer to the extent that the developers of Region II or any such other seller, grantor or other transferor (whether having theretofore acquired the property to be transferred from such developers or others) shall expressly and specifically, in the agreement, deed or other instrument effecting such sale, conveyance or other transfer, agree to retain any of said obligations. Except only to the extent, if any, of such express and specific retention of liability or obligations by such developers or such other seller, grantor or other transferor, such developers and each such other seller, grantor or other transferor shall, upon said sale, conveyance or other transfer, have no liability or obligations with respect to or under any of the provisions of this Subsection 3(c).

(d) **Dedication.**

(i) The rights-of-way now owned by the developers of Region II required for the priority roads (as hereinafter defined) shall be dedicated by the developers of Region II to the City, Township, County or State, as in each case may be appropriate, without cost to the City, prior to commencement of actual
construction of each phase of each such respective road. The rights-of-way now owned by the developers of Region II required for the twenty-year roads (as hereinafter defined) shall be so dedicated, without cost to the City, when the developers of Region II elect, provided such dedications shall be made in no event later than the start of construction of each phase of each such respective road.

(ii) If the developers of Region II or any other record owners of real property in Region II shall sell, convey or otherwise transfer, at any time and from time to time after the annexation date, any real property located in the District or located outside the District, (y) which is owned by the developers of Region II as of the annexation date, and (z) which is necessary and required as of the date of such sale, conveyance or other transfer, under the alignments and other provisions hereof then in effect, for rights-of-way for any phase of any of the Region II roads, then each such sale, conveyance or other transfer shall be made subject to the obligations of clause (i) next above of this Subsection 3(d).

(e) Acquisition of other Land for Region II Roads. In accordance with Subsection 3(a)(ii) of this Section V,
the City agrees to acquire all land not owned by the City or by the developers of Region II and required for any phase of the Region II roads, either by purchase or condemnation (where condemnation is legally available to the City). Lands to be acquired that are outside the City and noncontiguous thereto shall be acquired by the City through the governmental authority having jurisdiction pursuant to Section 10 of Article VII of the Constitution of the State of Illinois.

(f) Cost and Net Cost. The "cost" of each of the Region II roads, and each phase and part thereof, is defined as all direct and directly allocable expenses and costs of the City for construction, including construction costs, engineering, legal, the facilities described and listed in Subsection 1(e) of this Section V, and acquisition of property for rights-of-way (excluding the cost of all rights-of-way and other property owned on the annexation date by the developers of Region II or by the City and necessary for the construction and completion of the Region II roads, the cost of bridges and grade separations and the additional cost of oversizing storm drainage facilities as provided for in Subsection 1(e) of this Section V). The "net cost" of each of the Region II roads, and each phase and part thereof, is defined as the cost (as defined in the next preceding sentence) less the funds received from the State, County, federal government and other governmental authorities and designated for such Region II road, or
any part or phase thereof, but not including any share of the City in State motor fuel tax funds and not including any funds referred to in the immediately following paragraph of this Subsection (f) which are received by the developers of Region II.

To the extent, if any, that the developers of Region II receive any funds from the State, County, federal government or any other governmental authority other than the City, for any of the said rights-of-way or other property owned on the annexation date by the developers of Region II and necessary for the construction and completion of such respective Region II road, or a phase or a part of a phase thereof, forty percent (40%) of such amount so received shall be paid to the City promptly after the receipt thereof by the developers of Region II. Such payments to the City by the developers of Region II shall not reduce the net cost of such Region II road, phase or part of the phase involved for any of the purposes or provisions of this Agreement.

(g) Governmental Grants and Assistance. The City and the developers and the record owners of the District, as provided for in Subsection 1(b) hereof, shall cooperate with each other and use their best efforts to obtain from the State, County, Township, federal government and other governmental authorities financial or other forms of assistance for the construction of the Region II roads.

(h) Future Annexations. As provided for in Subsection 1(c) of this Section V, and subject to the
limitations of the provisions of Subsection 4 of this Section V, the City shall obtain, as a condition to
annexation of properties benefited by the Region II roads or any phase or part thereof, an agreement from
the record owners of said property so to be annexed to contribute to the net cost of such roads.

(i) Recapture of Costs.

(i) All costs recaptured by or through the City in any manner, from the State, County, federal
government or other governmental authorities, which are intended to defray or reimburse for any of the
cost of any phase or part of any Region II roads shall be divided between the City's share (public
benefit) of the cost and the developers' and record owners' share (private benefit) of said cost as
said public and private benefit are set forth in Exhibit D. The developers' and record owners' share
of each such amount received by or through the City shall be applied and/or paid, (as provided for
in Subsection 1(c) of this Section V) first, to reimburse such developers and record owners for
special assessments or other payments theretofore paid by them, and the balance, if any, remaining,
to reduce future payments of assessments or other payments required to be made by them. All of such
costs recaptured other than from the sources stated in the immediately preceding sentence, including,
without limitation, recaptures from future annexations,
shall be applicable only to the developers' and record owners' share, and shall be paid and applied as provided in the immediately preceding sentence.

(ii) All payments to be made hereunder to the developers and other owners of record of property located in Region II shall be made by the City to Metropolitan Crown, which shall receive such payments on behalf of said developers and other owners of record of property in Region II.

(j) **Schedule of Completion for Priority Roads and Twenty-Year Roads.**

**Priority Roads**

(i) The roads of Region II and the phases of such roads are designated on Exhibit D as "priority roads" (Part II) and "twenty-year roads" (Part III). The word "construction" as used in this Subsection 3(j) with respect to the construction of each phase of the roads shall mean and include each and all of the acts and matters necessary and required to complete the physical installation of such phase of such roads, including, without limitation, each and all of the following: preparation and completion of required final and detailed plans and specifications, the acquisition of all necessary rights-of-way and property, the obtaining of all necessary State,
County and other governmental licenses, approvals, permits and consents, the giving of required notices, the passing of a required ordinance and the taking of all other required steps and action to institute and prosecute special assessment proceedings where special assessment financing is to be used, the advertising for and taking of bids, the awarding and entering into of the contract(s) covering the physical installation and construction of the phase of the road, and the actual physical installation, construction and completion of the phase of the road. The City shall, not more than ninety (90) and not less than sixty (60) days prior to the start of final and detailed plans and specifications for each phase of each priority road and of each twenty-year road, give written notice to Metropolitan Crown of such proposed start, with reasonable detail with respect thereto (which notice is herein sometimes referred to as "Notice of Start of Construction"). (The period ending sixty (60) days after the receipt by Metropolitan Crown of such Notice of Start of Construction is herein sometimes referred to as "Expiration Date of Notice of Start of Construction.")

(ii) Construction of each phase of the priority roads shall commence and be completed
as soon as practicable after the annexation of the Territory to the City, but in no event shall the completion be later than the respective completion dates set forth in Exhibit D, except as modified under the provisions of this Subsection 3(j), and except as provided for in Subsection 3(b) of this Section V.

(iii) Metropolitan Crown may defer the start of construction of any phase of any priority road for a period aggregating not to exceed three (3) years, by written notice to the City, given by Metropolitan Crown to the City prior to the Expiration Date of Notice of Start of Construction. The time for completion of any deferred phase of a road shall be postponed by the period of such deferral. In addition, at any time, but prior to Expiration Date of Notice of Start of Construction, Metropolitan Crown shall have the right, by written notice to the City: (y) to advance the date of commencement of a phase of a priority road as described in said Exhibit D, or as may theretofore have been deferred as above provided, and, in such case, the time for completion of such advanced phase shall be advanced by the period of such advance, or (z) to designate as and change a phase of a priority road to a phase of a twenty-year road. Subject
to the provisions of the immediately three (3) preceding sentences, the notices to the City provided for in the said preceding sentences shall also state the times of commencement and completion of construction of the said (y) advanced and deferred phases, and (z) changed phases.

(iv) The cross sections of the four-lane Region II roads designated and described in Part II of Exhibit D shall be constructed as therein designated, unless the respective cross section is agreed to be otherwise constructed pursuant to the mutual agreement of the City and the developers of Region II.

Twenty-Year Roads

(v) Part III of Exhibit D sets forth the various phases of the roads comprising the twenty year roads, and the estimated times for the commencement and completion thereof.

(vi) Notwithstanding the estimated times for commencement and completion set forth in Exhibit D with respect to the phases of the twenty-year roads, it is agreed that the City and the developers of Region II shall be required to mutually agree upon the times for the
commencement and completion of each phase of each twenty-year road.

(vii) At any time prior to the later of the Expiration Date of the Notice of Start of Construction or the date mutually agreed upon as aforesaid for commencement, Metropolitan Crown shall have the right, by written notice to the City, to transfer to and designate a phase of a twenty-year road as a phase of a priority road, provided, that simultaneously therewith a phase of a priority road shall be transferred to and designated as a phase of a twenty-year road, and, provided further, that the then estimated cost of such transferred priority road phase shall be approximately equal to the then estimated cost of construction of the twenty-year road phase so transferred and designated as a phase of a priority road. The said notice of transfer and change of designation shall state the respective dates of commencement of construction and completion of said transferred phases, but in no event shall the respective periods required for the construction of such transferred phases be less than those previously provided therefor in said Exhibit D.

(viii) Notwithstanding any provision in clauses (v) through (vii) next above, or elsewhere
in this Agreement, to the contrary, it is agreed and understood that if, at the expiration of eighteen (18) years after annexation date, the City and the developers of Region II shall have failed to agree upon the times for the commencement and completion of any phase of any twenty-year road (except where the City and the developers of Region II have theretofore mutually agreed to permanently defer and not to construct such phase), then, upon written notice, given promptly after the expiration of said eighteen-year period, from the City to the developers of Region II or from the developers of Region II to the City, such phase shall be commenced promptly, and completed as soon as practicable, and the City and the developers of Region II shall be deemed for all purposes of this Agreement to have agreed upon the said times as the times of commencement and completion with respect thereto.

(ix) The cross sections of the four-lane Region II roads designated and described in Part III of Exhibit D shall be constructed as therein designated, unless the respective cross section is otherwise agreed to be constructed pursuant to the mutual agreement of the City and the developers of Region II.
General Schedule Provisions

(x) It is agreed that, if any phase of any priority road shall be changed to a phase of a twenty-year road, or any phase of any twenty-year road shall be changed to a phase of a priority road, in accordance with the provisions hereof, the times for commencement and completion, the rights with respect to deferral and advancement, and all of the other provisions under this Section V shall correspondingly change with respect to such changed phase, and shall be applicable to such changed phase as though such changed phase were originally a phase of a twenty-year road or of a priority road, as the case may be, in accordance with the provisions of this Agreement.

(xi) The developers of Region II and the City agree to meet at least annually to review the status of the District Road and Highway Program as it pertains to Region II roads, and to make amendments and changes with respect to provisions of this Subsection 3(j) relating to the Region II roads, as conditions and the nature and progress of the development of the District and of Region II from time to time warrant and indicate, and as shall be mutually agreed upon between the City and the developers of Region II.
(xii) The City and Metropolitan Crown agree that the location and alignment of the priority roads and the twenty-year roads, and the phases and parts thereof (as shown in the land use plan which is included in Part Three of the Plan Description, and as described in Exhibit D), may require changes from time to time in order to serve the best interests and meet the needs and requirements of the City generally and of such developers. Accordingly, it is agreed that Metropolitan Crown may, at any time prior to the Expiration Date of Notice of Start of Construction of any phase or part of a phase of any of the priority roads or of any of the twenty-year roads, change the location and alignment of any such phase or part, by written notice to the City, provided that all such changes in alignment and location to the extent that they are within the City shall meet with the approval of the City, which approval shall not be unreasonably withheld.

(xiii) Each sale, conveyance or other transfer of any real property, whether inside or outside the District, made at any time or from time to time after the annexation date shall be subject to the provisions of this Subsection 3(j), and each transferee and grantee under such sale, conveyance or other transfer shall be deemed to have
consented and agreed to and be bound by the said provisions. Except only to the extent, if any, that Metropolitan Crown or any other seller, grantor or transferor shall expressly and specifically in the agreement, deed or other instrument effecting such sale, conveyance or other transfer expressly and specifically assign and transfer some or all of the rights of Metropolitan Crown under this Subsection 3(j), all of the said rights under Subsection 3(j) not so expressly and specifically assigned and transferred shall be deemed to be retained by and to remain in Metropolitan Crown or said other seller, grantor or other transferor to whom Metropolitan Crown may have assigned any of said rights.

4. Financing of the Region I Roads and of the Region II Roads. Except as otherwise provided for in Subsections 1, 2 and 3 of this Section V, the following provisions shall apply to the financing and payment of the cost of constructing the Region I roads and the Region II roads:

(a) General Provisions.

(i) Some or all of the properties, whether located inside or outside of the City after the annexation date, which will benefit from a phase or part of a phase of the Region I roads, or a
phase or part of a phase of the Region II roads, may, at the time of the commencement of construction (as hereinafter defined) of such phase or part: (y) be owned respectively by the developers of Region I or by the developers of Region II (herein sometimes referred to as "owned properties"), or (z) not be owned respectively by the developers of Region I or by the developers of Region II (herein sometimes referred to as "non-owned properties").

(ii) Some or all of the owned properties, and/or some or all of the non-owned properties, whether located inside or outside of the City after the annexation date, at the time of the commencement of construction of a phase or a part of a phase of the Region I roads, or a phase or a part of a phase of the Region II roads, can legally be subjected to special assessment in connection with the construction of such phase or part (because of location inside the City, contiguity or adjacency thereto, or for other reasons) pursuant to special assessment proceedings instituted by or on behalf of the City, its Board of Local Improvements, or another governmental authority or instrumentality (said properties which can be subjected to special assessment are herein sometimes referred to as "special assessment properties," said owned properties which can be subjected to special
assessment are herein sometimes referred to as "owned special assessment properties," and said non-owned properties which can be subjected to special assessment are herein sometimes referred to as "non-owned special assessment properties").

(iii) Some or all of the owned properties, and/or some or all of the non-owned properties, at the time of the commencement of construction of a phase or a part of a phase of the Region I roads, or a phase or a part of a phase of the Region II roads, cannot legally be subjected to special assessment in connection with the construction of such phase or part (because of location outside of the City, or for other reasons) pursuant to special assessment proceedings instituted by or on behalf of the City, its Board of Local Improvements, or other governmental authority or instrumentality (said properties which cannot be subjected to special assessment are herein sometimes referred to as "non-special assessment properties," said owned properties which cannot be subjected to special assessment are herein sometimes referred to as "owned non-special assessment properties," and said non-owned properties which cannot be subjected to special assessment are herein sometimes referred to as "non-owned non-special assessment properties").
(iv) Subject to the provisions of this Subsection 4, the developers of Region I and of Region II agree to consult and cooperate with the City to the end of accomplishing the most expeditious and economical method of financing the construction of each of the Region I and Region II roads and each phase and part thereof.

(v) The phrase "time of commencement of construction" of a phase or a part of a phase of a Region I road or a Region II road, as used in this Subsection 4 of this Section V, shall mean:

(y) in all cases where special assessment financing shall be employed, the date that the City, either alone or jointly with another governmental authority, shall institute the special assessment suit in the appropriate court having jurisdiction to make the special assessments in connection with and for the financing of the construction of such phase or part; and

(z) in all cases where special assessment financing is not employed, the date when the principal contract is entered into covering the building and construction of such phase or part.

(vi) The following phases of the Region I roads and of the Region II roads are herein referred to as the "1973-1974 Phases":

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(A) **Region I roads:** Phases I A, I B, I C, II A, II B, III B, IV B, and IV C.

(B) **Region II roads:** Phases I, II, III, IV, V, VI, VII, X, XIII, and XIV of the priority roads of Region II roads.

(b) **Special Assessment and Other Financing.**

(i) Subject to the provisions of Subsection 2 of this Section V, the City shall as promptly as practicable, to comply with the completion schedules set forth in Exhibit D (subject to the changes under the provisions of Subsection 3(j) of this Section V), provide for the financing of each of the Region I roads and each of the Region II roads, and each phase and part thereof, by special assessment or by other financing in accordance with the provisions of this Subsection 4. Where special assessment financing is to be employed, to the extent permitted and required by law, the City shall cause and enable its officers and its Board of Local Improvements and other appropriate governmental authorities and instrumentalities to promptly take all steps required in connection therewith, to the end that construction contracts for said work will be advertised and awarded, and special assessment bonds, in amounts reflecting the respective private and public benefits of the work, will be issued and delivered or sold in payment for
said work, all in accordance with the provisions of this Subsection 4. It is agreed that only the direct and directly allocable costs of the City for administration, legal and engineering items shall be included as costs for said items for purposes of said special assessment proceedings and for purposes of determining "cost" and "net cost," as said terms are above defined, of the Region I and Region II roads, and each of the phases and parts of the phases thereof.

(ii) Notwithstanding any provisions herein to the contrary, in the case of owned non-special assessment property and non-owned non-special assessment property, with respect to which the City or its agencies may not be legally able to employ special assessments, but with respect to which other governmental authorities may have the jurisdiction and authority to employ special assessments, either jointly with the City or otherwise, the City agrees to use its best efforts to cause such other governmental authorities to institute and complete such special assessments on such property, as promptly as practicable to comply with the completion schedules set forth in Exhibit D, as they may be changed under Subsection 3(j) of this Section V.

(iii) Subject to the provisions of Subsection 4(k) of this Section V, in each of said special
assessment proceedings, the developers' and record owners' share of the net cost (i.e., private benefit) shall be assessed against the developers and other benefited record owners of property located in each respective Region involved, and against the benefited owners of property outside of such Region, in accordance with and to the extent of the benefits derived or to be derived by such developers and record owners respectively from the phase or part thereof involved in such special assessment. The City's share of the net cost shall be assessed against, borne and paid by the City as public benefit. The City shall use its best efforts to cause the Court to find the public benefit portion and the private benefit portion of the net cost of the respective phase or part of the phase involved to be in accordance with the respective determinations and amounts set forth in Exhibit D with respect to such phase (subject to the provisions of Subsection 4(k) of this Section V), and the City shall complete promptly all required court proceedings. Subject to the provisions of Subsection 4(k) of this Section V, and particularly clause (ii) thereof, if the record owners' share of the net cost assessed as private benefit, as finally confirmed by the Court, is less than the record owners' share (private benefit) as provided for in Exhibit D, the record owners agree to pay such difference in the record owners' share of net cost to the City. If the
record owners' share of the net cost assessed as private benefit, as finally determined by the Court, is greater than the record owners' share (private benefit) of the net cost as provided for in Exhibit D, then the City will reimburse the record owners for such excess. The said payments provided for in the immediately preceding two (2) sentences shall be made by the record owners to the City, or by the City to the record owners, as the case may be, at the same times and in the same manner, and depending on the method of financing employed, as hereinafter in this Subsection 4 provided for the payment of the public benefit and private benefit portions of the respective phase or part of a phase involved. All rebates of special assessments, whether at the time of the approval of the Certificate of Cost and Completion or after the payment of all bonds and vouchers, shall be made to the City and to the record owners against whom the private benefit portions of such net cost shall have been assessed, in the proportions of their respective allocations of the total of such net cost. All payments made hereunder to the developers of Region I or other record owners of property in Region I shall be made by the City to Urban, which shall receive the same on behalf of the developers of Region I and the other record owners of property in Region I. All payments made hereunder to the developers of Region II or other record owners of property in
Region II shall be made by the City to Metropolitan Crown, which shall receive the same on behalf of the developers of Region II and the other record owners of property in Region II.

(iv) Notwithstanding any provisions in this Agreement to the contrary, the provisions of clause (iii) next above shall be deemed binding upon the respective record owners from time to time of real property located inside the District or located outside the District, and each sale, conveyance or other transfer of any such real property, whether within or without the District, made at any time and from time to time after the annexation date shall be deemed subject to the provisions of said clause (iii) next above, and each transferees and grantee under any such sale, conveyance or other transfer shall be deemed to have consented and agreed to and be bound by the said provisions; provided, that the provisions of said clause (iii) shall not be deemed binding on any such transferee or grantee or subsequent record owner under any such sale, conveyance or other transfer to the extent that the developers or any such other seller, grantor or other transferor (whether having theretofore acquired the property to be transferred from the developers or others) shall expressly and specifically, in the agreement, deed or other instrument effecting such sale, conveyance or other transfer, agree to retain
any of said obligations. Except only to the extent, if any, of such express and specific retention of liabilities or obligations by the developers or such other seller, grantor or other transferor, the developers and each such other seller, grantor or other transferor shall, upon said sale, conveyance or other transfer, have no liabilities or obligations with respect to or under any of the provisions of said clause (iii) next above.

(c) Right of City to Use Special Assessment, General Obligation or Other Financing, and Requirement in Certain Instances to Use Only Special Assessment.

(i) The City shall be required and hereby agrees to employ and use only special assessment financing for the construction of each phase or part of a phase of the Region I roads and of the Region II roads, except (v) Phase III B and Phase IV C of the Region I roads, and except (w) where, at the time of the commencement of the construction of a 1973-1974 Phase of a Region I road or of a Region II road, all of the properties which will benefit from such 1973-1974 Phase are owned by the respective developers of Region I or Region II, as the case may be, and except (x) where, at the time of the commencement of the construction of a phase or a part of a phase of
a Region I road or of a Region II road, all of the properties which will benefit from such phase or part of a phase are either owned non-special assessment properties or are non-owned non-special assessment properties, and the City is not able to cause any other governmental authority which has jurisdiction and has the ability to impose special assessments against said benefited properties, jointly with the City or otherwise, to impose special assessments against said benefited properties, and except (y) where, at the time of the commencement of the construction of a 1973-1974 Phase of a Region I road or of a Region II road, some of the properties which will benefit from such 1973-1974 Phase are owned respectively by the respective developers of Region I or Region II, as the case may be, and all of the remainder of the properties which will benefit from such 1973-1974 Phase are non-owned non-special assessment properties, and the City is not able to cause any other governmental authority which has jurisdiction and the ability to impose special assessments against said non-owned non-special assessment properties, jointly with the City or otherwise, to impose special assessments against said benefited properties, and except (z) where, at the time of the commencement of the construction of a phase or of a part of a phase of any Region I road or of any
Region II road, the City and the respective developers of Region I or Region II, as the case may be, otherwise agree.

(ii) It is agreed that in each of the instances described in clauses (v), (w), (x), (y) and (z) next above, the City shall have the right to use and employ special assessment financing, general obligation or other financing, as the City in its sole discretion may determine.

(iii) The City in its discretion shall determine whether a phase or a part of a phase of a road which is to be constructed shall be included in one or more special assessment proceedings. In exercising such discretion the City agrees that whenever possible it will include in a special assessment proceeding a phase or part of a phase of a road that will benefit not only assessable properties, but also non-assessable properties to the end and for the purpose, among others, of applying and employing the provisions of Subsection 4(k) of this Section V.0

(d) Developers' Obligation to Pay in Cash Amount of Private Benefit Portion Applicable to Property Owned by the Developers on the Annexation Date with Respect to the 1973-1974 Phases.
(i) In addition to the obligations of the developers as set forth in Subsection 4(f) of this Section V, the respective developers of Region I and Region II (i.e., the developers of Region I as to a 1973-1974 Phase of the Region I roads, and the developers of Region II as to a 1973-1974 Phase of the Region II roads) agree to pay to the City in cash, as and when required for each progress payment and the final payment of the net cost of the respective 1973-1974 Phases of the Region I roads or of the Region II roads, as the case may be, that fraction of the private benefit portion of each such payment equal to the fraction arrived at by dividing (y) the amount of the private benefit portion applicable to the property owned by such respective developers on the annexation date and benefited thereby by (z) the total amount of all of the private benefit portion applicable to all of the property benefited by said respective 1973-1974 Phase.

(ii) If the respective developers of Region I or Region II shall sell, convey or otherwise transfer all or any part of any property owned by them on the annexation date which shall be benefited by any said respective 1973-1974 Phase of a Region I road or of a Region II road, as the case may be, the transferees who shall become the record owners from time to time of such property may, or may not,
expressly and specifically assume some or all of the obligations of the respective developers as provided and set forth in clause (i) of this Subsection 4(d), and such transferees shall not be deemed to have assumed any of the obligations provided and set forth in clause (i) of this Subsection 4(d), except only to the extent, if any, of such express and specific assumption of such obligations by such transferee in the agreement, deed or other instrument effecting the sale, conveyance or other transfer to such transferee. Such express and specific assumption by such transferees of such obligations shall not relieve the respective developers from their said respective obligations, but the respective developers shall be entitled to a credit against (and repayment, if applicable, with respect to) their said respective obligations, to the extent and in the amount of all moneys at any time and from time to time received by the City from such transferees with respect to said respective obligations.

(iii) Notwithstanding any of the provisions of this Section V, and particularly the provisions of Subsection 1(c) of this Section V, to the contrary, it is agreed that record owners of property which is annexed to the City, after the Territory is annexed to the City, shall not be required (unless the City in its sole discretion determines and so requires) as a condition to such annexation, or
as an undertaking in the annexation agreement providing for such annexation, to agree to make any of the cash payments provided for above in clause (i) of this Subsection 4(d) to be made after the date of such annexation; provided, that such record owners shall be required to make any and all payments of then existing or future special assessments assessed against such annexed property, and to make the other payments and assume the other obligations provided for in Subsection 1(c) of this Section V.

(e) **Interest Rate and Terms of Special Assessment Bonds.** The City agrees that, in order to minimize the cost of the roads, and all phases and parts thereof, and to avoid the incorporation by prospective bidders in construction contracts of additional amounts for anticipated discounts in the sale of the special assessment bonds at prices below par, the special assessment bonds to be issued both for the public benefit portion and for the private benefit portion shall provide for the then maximum legal interest rate (or a lower interest rate if such lower rate will permit the sale of the bonds at par) and shall contain such other favorable terms that the City may legally incorporate in such bonds so as to enable such bonds to be sold at par; or, if because of the then existing financial market conditions or the legal disability of the City to provide for a high enough interest rate or other favorable
enough terms adequate to enable such bonds to be sold at par, then such interest rate and other terms shall be the highest and most favorable that the City may then legally be able to provide so as to enable such bonds to be sold at the highest possible price below par. To the extent that such bonds are required to be issued for any private benefit portion, it is agreed that the bonds issued for the private benefit portion shall have the same terms as those issued for the public benefit portion.

(f) Obligations of City and of Developers with Respect to Owned and Non-Owned Non-Special Assessment Properties.

(i) In those instances where properties to be benefited by the construction of a phase or part of a phase of a Region I road or a Region II road are either owned non-special assessment properties or non-owned non-special assessment properties, and the City is not able to cause another governmental authority which has jurisdiction and has the ability to impose special assessments against said properties, jointly with the City or otherwise, to impose special assessments against said properties, the respective developers of Region I or Region II (i.e., the developers of Region I as to any
phase or part of a phase of a Region I road, and the developers of Region II as to any phase or part of a phase of a Region II road) agree to advance and pay to the City in cash, as and when required, for each progress payment and the final payment of the net cost for the construction of such respective phase or part, that part of each such required payment equal to the private benefit portion of such payment applicable to the said benefited owned non-special assessment properties and to said benefited non-owned non-special assessment properties. If the said private benefit portion applicable to said owned non-special assessment properties and to said non-owned non-special assessment properties has been determined under the provisions of Subsection 4(k) of this Section V, the said determination shall govern in applying the provisions of the immediately preceding sentence, otherwise such private benefit portion so applicable to said owned and non-owned non-special assessment properties shall be determined as though said non-assessable properties were the subject matter of a special assessment proceeding, applying the provisions of this Agreement and in accordance with the principles and formulae used in spreading special assessments as to such private benefit portion in special assessment proceedings that theretofore may have been had with respect to
phases or parts of phases similar to the phase or part involved, and if theretofore there shall not have been such proceedings, then in accordance with the principles and formulae generally used in spreading such assessments as to such private benefit portion in special assessment proceedings with respect to phases or parts of phases of roads located in the vicinity of the instant phase or part and similar thereto. The City shall bear and pay the full amount of the balance of each said progress and final payment, i.e., the balance comprising the public benefit portion.

(ii) In order to effect the recapture and reimbursement of the cost of constructing said roads, phases, and parts thereof referred to in clause (i) next above: (x) the City and the developers and record owners, as provided for in this Section V, shall cooperate with each other and use their best efforts to obtain from the State, County, Township, federal government and other governmental authorities financial and other assistance for the construction of such Region I and Region II roads and all phases and parts thereof; (y) the City shall obtain as provided for in this Section V, as a condition of annexation of properties so benefited by the said respective Region I or Region II roads or any
phase or part thereof, an agreement from the record owners of said annexed properties to contribute to the net cost of such roads, phases and parts thereof, to the extent that such roads, phases and parts thereof have benefited or shall benefit such annexed properties, including, without limitation, an agreement from the record owners of such annexed properties to make the payments and reimbursements determined as provided for in Subsection 4(k) of this Section V, if the determinations provided for in said Subsection 4(k) have theretofore been made, otherwise, such payments and reimbursements shall be determined as though said annexed properties were the subject matter of a special assessment proceeding, applying the provisions of this Agreement and in accordance with the principles and formulae used in spreading special assessments in special assessment proceedings that theretofore may have been had with respect to phases or parts of phases similar to the phase or part involved, and if theretofore there shall not have been such proceedings, then in accordance with the principles and formulae generally used in spreading such assessments in special assessment proceedings with respect to phases or parts of phases of roads located in the vicinity of the involved phase or part and similar thereto; and (z) as provided for in this Section V, the City agrees to use its best efforts to cause other governmental authorities which have
jurisdiction and the ability to impose special assessments to institute and complete special assessments against such property benefiting from any such road, or any phases or part thereof. All amounts and costs recaptured shall be applied and paid as provided for in this Section V.

(iii) Notwithstanding any of the provisions of this Section V, and particularly the provisions of Subsection 1(c), to the contrary, it is agreed that record owners of property which is annexed to the City after the Territory is annexed to the City shall not be required (unless the City in its sole discretion determines and so requires) as a condition to such annexation, or as an undertaking in the annexation agreement providing for such annexation, to agree to make any of the payments and advances required to be made after the effective date of such future annexation under clause (i) above of this Subsection 4(f) with respect to the private benefit portion of each such payment applicable to property which shall after the date of such future annexation be owned non-special assessment property or non-owned non-special assessment property; provided, however, such record owners shall be required to make any and all payments of then existing or future special assessments assessed against such annexed
property, and to make the other payments and assume the other obligations provided for in Subsection 1(c) of this Section V, including, without limitation, the reimbursements and payments provided for in clauses (i) and (ii) of Subsection 4(h) and in clause (ii) of Subsection 4(k) of this Section V to be made by such record owners of such property annexed after the annexation date under this Agreement.

(iv) If the respective developers of Region I or Region II shall sell, convey or otherwise transfer all or any part of any property owned by them on the annexation date, the transferees who shall become the record owners from time to time of such property may, or may not, expressly and specifically assume some or all of the obligations of the respective developers as provided for and set forth in clause (i) of this Subsection 4(f), and such transferees shall not be deemed to have assumed any of the obligations provided and set forth in clause (i) of this Subsection 4(f), except only to the extent, if any, of such express and specific assumption of such obligations by such transferee in the agreement, deed or other instrument effecting the sale, conveyance or other transfer to such transferee. Such express and specific assumption by such transferees of such obligations shall not relieve the respective developers from their said
respective obligations, but the respective developers shall be entitled to a credit against (and repayment, if applicable, with respect to) their said respective obligations, to the extent and in the amount of all moneys at any time and from time to time received by the City from such transferees with respect to said respective obligations.

(g) Bidding.

(i) In the case of each and all of said roads, phases and parts thereof agreed to be constructed hereunder, the City agrees to advertise for bids and to award the contracts for construction by competitive bidding.

(ii) The respective developers of Region I and Region II shall have the right to bid on the same terms and basis as other bidders.

(iii) The City shall award the bid to and contract with the lowest qualified bidder.

(iv) The respective developers and record owners of Region I or Region II may respectively assume the construction of the respective phases and parts of phases of the respective Region I or Region II roads, as provided for in Section 9-2-109 of the Illinois Local Improvement Act.
(h) **Guarantee with Respect to Private Benefit**

**Portion of Special Assessment Bonds Covering Private Benefit Portion of Owned and Non-Owned Special Assessment Properties.**

(i) In those instances where the City shall issue special assessment bonds in compliance with and pursuant to the provisions of this Subsection 4 of this Section V with respect to the construction of any phase or part of a phase of any respective Region I or Region II road, and if a part of such special assessment bonds shall be payable from special assessments for the private benefit portion assessed against owned special assessment properties or assessed against non-owned special assessment properties (i.e., from the special assessments for the private benefit portion of the net cost applicable to property then owned or then not owned by the respective developers of Region I or Region II), the respective developers of Region I and Region II (i.e., the developers of Region I, including, without limitation, Urban, Sears and Mafco, Inc., jointly and severally, as to a phase or part of a phase of a Region I road, and the developers of Region II, including, without limitation, Crown, as to a phase or part of a phase of a Region II road), or such other persons and entities as shall be
acceptable to the City, shall execute (prior to the City's issuing said special assessment bonds) a written guarantee to the City which shall be mutually agreeable in form to the City and the respective guarantors executing the guarantee, which guarantee shall in substance provide that the guarantors will pay in cash at the time and in the manner hereinafter provided the amount of the "special assessment payment deficiency amount" as hereinafter defined.

(ii) The City agrees that between November 1 and November 10 of each year, beginning with the year in which any of the said special assessments referred to in clause (i) next above shall be assessed and levied and in which the said special assessment bonds referred to in clause (i) next above (with respect to which the said guarantee shall be executed as provided for in clause (i) next above) are issued, and ending with the year in which the said special assessment bonds shall have been fully paid, the City shall bill the installments of special assessments (covering both principal and interest) which shall become due on January 2 of the next succeeding year. On January 3 of the said next succeeding year, the City shall, with respect to each issue of such special assessment bonds, by written notice executed by
the City's Treasurer, advise the guarantors of such issue of the amount of that part of the deficiency, if any, (after the application and exhaustion of all special assessment reserve funds, if any, and after the application of all funds that the City shall have theretofore received from collections of such special assessment liens and not theretofore paid by the City on such special assessment bonds and interest coupons relating thereto) in the amount of interest or principal required to be paid by the City to meet the next current special assessment bond payment on such issue (which next current special assessment bond payment shall be due and payable under said special assessment bonds on January 15 of the said next succeeding year) resulting from, and only to the extent of, the amount of the defaults in the payment of the private benefit portion of the said last referred to installment(s) of said special assessments assessed and levied against said owned special assessment properties and said non-owned special assessment properties and billed in the preceding year as aforesaid. (The said amount of the said part of said deficiency is defined and is herein referred to as "special assessment payment deficiency amount".) Seven (7) days after the receipt of the said notice, such guarantors
jointly and severally agree to pay to the City in cash the said special assessment payment deficiency amount. Promptly after each said January 15, the City shall assign, or cause to be assigned, said special assessment bonds and interest coupons relating thereto in an amount equal to the amount of the special assessment payment deficiency amount so advanced and paid by the guarantors to the City, which special assessment bonds and interest coupons shall be assigned to the guarantors uncanceled and in fully enforceable form, except that and the guarantors agree that the bonds and interest coupons so assigned shall be deemed subordinated in order of payment to all of the then outstanding and unpaid said special assessment bonds and interest coupons of the said respective issue of special assessment bonds not then owned by the guarantors. Thereafter, the City shall diligently take and prosecute all steps and action required to enforce and collect the said delinquent and defaulted payments, and to enforce the City's special assessment liens against the said defaulting properties. Upon the request of such guarantors made from time to time, the City shall take all steps and execute all instruments required to transfer to such guarantors or their designees all of the City's liens, judgments and rights with respect to such defaulting properties and with respect to such delinquent and defaulted special assessment
liens. Notwithstanding the provisions with respect to subordination in order of payment set forth in the fourth sentence of this clause (ii), the City agrees to repay to such guarantors, as and when received, all amounts received by the City at any time and from time to time from such defaulting properties and with respect to such delinquent and defaulted special assessment liens, which payments when so received shall be applied on and in payment of the special assessment bonds and interest coupons assigned and transferred to such guarantors as aforesaid. (As used in this clause (ii), an "issue of special assessment bonds" shall consist of bonds issued with respect to a specific special assessment proceeding conducted to provide special assessment financing for the construction of a specific phase or part of a phase of a Region I road or a Region II road. The City shall keep separate records for each such separate proceeding and the docket with respect thereto, pursuant to this Agreement, and each such special assessment proceeding and docket number with respect thereto, and the special assessment bonds secured thereby, shall be treated separately and independently for the purposes of this Agreement, and particularly the provisions of this Subsection 4(h).)

(iii) In no event shall any guarantee executed pursuant to the provisions of this Subsection 4(h),
or any of the obligations evidenced thereby, be secured to any extent by any collateral or security.

(iv) Notwithstanding any of the provisions of this Section V, and particularly the provisions of Subsection 1(c), to the contrary, it is agreed that record owners of property which is annexed to the City after the Territory is annexed to the City shall not be required (unless the City in its sole discretion determines and so requires) as a condition to such annexation, or as an undertaking in the annexation agreement providing for such annexation, to execute any of the written guarantees provided for in this Subsection 4(h), for or with respect to any special assessment bonds which may be issued after the effective date of said future annexation; provided, that such record owners shall be required to make any and all payments of then existing or future special assessments assessed against such annexed property and to make the other payments and assume the other obligations provided for in Subsection 1(c) of this Section V, including, without limitation, the reimbursements and payments provided for in clauses (i) and (ii) of this Subsection 4(h) above and in clause (ii) of Subsection 4(k) of this Section V to be made by such record owners of such property annexed after the annexation date under this Agreement.
(v) It is understood and agreed that to the extent of and in those instances where the respective developers shall have made the payments provided for under the provisions of Subsections (d) and (f) of this Subsection 4, the developers shall not be required to execute or deliver the guarantees provided for in this Subsection 4(h) as to any special assessment bonds issued in connection therewith or therefor.

(vi) If the respective developers of Region I or Region II shall sell, convey or otherwise transfer all or any part of any property owned by them on the annexation date, the transferees who shall become the record owners from time to time of such property may, or may not, expressly and specifically assume some or all of the obligations of the respective developers as provided for and set forth above in clauses (i), (ii), (iii) and (iv) of this Subsection 4(h), and such transferees shall not be deemed to have assumed any of the obligations provided and set forth in clauses (i), (ii), (iii) and (iv) of this Subsection 4(h), except only to the extent, if any, of such express and specific assumption of such obligations by such transferees in the agreement, deed or other instrument effecting the sale, conveyance or other transfer to such transferees. Such express and specific assumption by such transferees of such obligations shall not relieve the respective developers
from their said respective obligations, but the respective developers shall be entitled to a credit against (and repayment, if applicable, with respect to) their said respective obligations, to the extent and in the amount of all moneys at any time and from time to time received by the City from such transferees with respect to said respective obligations or with respect to any guarantees executed pursuant thereto.

(i) Estimated Total Net Costs of Certain Roads and Readjustments.

(i) It is agreed that $1,2500,000 is the aggregate of the estimated net costs of Phase III B and Phase IV C of the Region I roads (described in Part I of Exhibit D).

(ii) The City agrees that the City shall pay all of the total net costs of said Phase III B and Phase IV C of the Region I roads.

(iii) If, after the completion of the construction of the said Phase III B and Phase IV C of the Region I roads, it shall be determined that the aggregate of the actual net costs of the said Phase III B and Phase IV C of the Region I roads shall have exceeded the said sum of $1,250,000 set
forth in clause (i) of this Subsection 4(i), the developers of Region I shall pay to the City, promptly after said determination, an amount equal to sixty percent (60%) of said excess. If, after the completion of the construction of said Phase III B and Phase IV C of the Region I roads, it shall be determined that the aggregate of the actual net costs of the said Phase III B and Phase IV C of the Region I roads shall be less than the said sum of $1,250,000 set forth in clause (i) of this Subsection 4(i), the City shall pay to the developers of Region I, promptly after said determination, an amount equal to sixty percent (60%) of the difference between the said sum of $1,250,000 and the aggregate of the actual net costs of the said Phases III B and IV C.

(j) Developers' Election with Respect to Phases of Region I Roads and of Region II Roads, Other than the 1973-1974 Phases.

(i) With respect to each phase or part of a phase of each Region I road and of each Region II road with respect to which the City itself or jointly with another governmental authority is legally able to finance all or a portion of the construction of such phase or part by special assessment financing, the City shall (after it has completed the final
detailed plans and specifications with respect to such phase or part, but not more than ninety (90) days and not less than sixty (60) days before the City shall send any notices to any property owners required for the first public hearing to be held for the adoption of an ordinance authorizing the construction of such phase or part by special assessment financing) give written notice (which notice is herein sometimes referred to as "Financing Notice") to the respective developers of Region I or Region II, as the case may be, which written notice shall set forth (v) that the City has completed detailed plans and specifications for such phase or part, (w) that the City is prepared to take all required steps to institute and prosecute a special assessment proceeding to finance the construction of such phase or part, (x) a description in reasonable detail of such phase or part, (y) an estimate of the cost of such phase or part, and (z) the City's ability and willingness, or inability or unwillingness, to finance the construction of the public benefit portion of such phase or part by a method other than special assessment, i.e., by cash payment to the contractor who is to construct and build such part or phase.

(ii) To assist the City in planning and arranging for the most economical method of financing, but without limiting any of the provisions of Subsection 4(c) of this Section V requiring the City to employ

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and use special assessment financing, except in those instances expressly and specifically otherwise provided for in said Subsection 4(c), and notwithstanding the use of special assessment financing, it is agreed that with respect to any phase or part of a phase of the Region I roads or Region II roads (other than any of the 1973-1974 Phases), the respective developers of Region I or Region II, as the case may be, shall have the right, within thirty (30) days after the receipt of the Financing Notice, to advise the City that such respective developers desire or do not desire to pay to the City in cash, as and when required for each progress payment and the final payment of the net cost of such phase or part, all or a portion of that fraction of the private benefit portion of each such payment equal to the fraction arrived at by dividing (y) the amount of the private benefit portion applicable to the property then owned by such respective developers at the time of the commencement of the construction of such phase or part and benefited by such phase or part by (z) the total amount of all of the private benefit portion applicable to all of the property benefited by such phase or part.

(iii) Whether or not the developers shall elect to make the cash payments provided for in clause (ii) next above, it is agreed that as pro-
vided for in Subsection 4(c) of this Section V, the City shall use and employ special assessment financing in all instances, except in those instances expressly and specifically otherwise provided for in said Subsection 4(c).

(iv) Nothing in this Subsection 4(j) shall be deemed to limit the right of the developers or any transferees or other owners from prepaying any special assessment liens that may be assessed in any said special assessment proceedings.

(k) Spreading of Cost on Assessment Roll, as Against Owned and Non-Owned Special Assessment Properties, and Repayment of Advances in Connection Therewith.

(i) Notwithstanding any provisions of this Section V, including, without limitation, the provisions of Subsection 4(c) of this Section V, to the contrary, it is agreed that in each special assessment proceeding that is instituted in connection with or relating to the financing of the construction of any phase or part of any Region I road, or any phase or part of any Region II road, where such road, phase or part thereof will benefit to any extent any property which is owned non-special assessment property or non-owned non-special assessment property, the Commissioner in said special assessment proceeding
shall be instructed and directed that when spreading the special assessment roll covering the cost of said road, phase or part thereof, he shall spread the cost of such road, phase or part thereof in accordance with the provisions of this Section V, as to the owned special assessment properties, the non-owned special assessment properties, the owned non-special assessment properties and the non-owned non-special assessment properties. Prior to the time that the special assessment roll is filed in the special assessment proceeding, the assessments against the non-special assessment properties shall be eliminated from the roll, provided that the Commissioner shall in writing advise the City and the respective developers of Region I or Region II, as the case may be, of each of the said assessments so determined and so eliminated from the roll. The estimate of cost shall be revised in the special assessment proceeding to show that the amounts so eliminated from the roll are receivable from other sources. The aggregate of all of the amounts so assessed against the non-special assessment properties and so eliminated from the roll shall be advanced in cash by the respective developers of Region I or Region II (i.e., the developers of Region I as to a phase or part of a phase of a Region I road, and the developers of Region II as to a phase or part of a phase of a Region II road) in accordance with the
provisions of Subsection 4(f)(i) of this Section V as and when required to meet the private benefit portion of the progress payments and final payment of the net cost of the phase or part of a phase to be constructed. For example, if the total estimate of net cost of a phase or part of a phase of a road, including public and private benefit portions and including the assessable and non-assessable properties, were $1,000,000, and if the agreed percentages of private benefit portion and public benefit portion were sixty percent (60%) and forty percent (40%), respectively, then the private benefit portion, including non-assessable properties, would be $600,000, and the public benefit portion would be $400,000. Assuming, in such case, that the said spread of the private benefit portion against the non-assessable properties aggregated $100,000, this $100,000 would be eliminated from the roll filed with the Court, leaving an estimated cost to be paid for by special assessment of $900,000, of which $500,000 would be assessed by the Court as private benefit and $400,000 as public benefit. In accordance with Subsection 4(f)(i) of this Section V, the $100,000 so eliminated would be advanced by the respective developers to make up their full sixty percent (60%) of the total net cost of the phase or part of a phase of the road to be constructed.
(ii) It is agreed that if as a result of the elimination from the assessment roll the assessment against the non-assessable properties, as provided for in clause (i) next above, the record owners' share of the net cost assessed as private benefit in said special assessment proceeding against the assessable property, as finally confirmed by the Court, is less than the owners' share (private benefit) as described and provided for in Exhibit D with respect to the phase or part of the phase involved, the record owners shall not be required to pay to the City, as provided for in Subsection 4(b)(iii), such difference in the owners' share of the net cost; provided that the developers shall not by the provisions of this clause (ii) be deemed to be relieved of their obligation to advance in cash the aggregate amount so assessed against the non-assessable properties and eliminated from the roll as provided for in clause (i) next above. It is further agreed that the provisions of this Subsection 4(k), and particularly the provisions of clause (i) next above, are not intended to and shall not be deemed to, in any manner or to any extent, change or modify the agreement between the parties hereto as to the amount of the public benefit portion and the amount of the private benefit portion of each phase and each part of such phase of the Region I roads and of the Region II roads as set forth in Exhibit D.
(iii) It is agreed that in connection with future annexations to the City made after the date of the annexation of the Territory to the City, the City shall obtain, as an annexation condition assumed by the record owners of such owned non-assessable properties and of such non-owned non-assessable properties to be annexed, and as an undertaking in the annexation agreement providing for such annexation, an agreement by such record owners of such annexed properties that such record owners will pay to the City the amount of the cost as originally spread in said assessment roll prior to the filing thereof and advanced by said developers as provided for in clause (i) next above with respect to such owned non-assessable properties and such non-owned non-assessable properties plus interest thereon at the prime rate from time to time charged by The First National Bank of Chicago to its large corporate borrowers plus one percent (1%) per annum, computed from the respective dates that such assessed cost shall have been so advanced and paid by the said developers to the City. The full amount so recaptured and recovered from the said record owners of the said annexed properties, including said interest, shall be paid to the said respective developers as and when received by the City.

(iv) It is further agreed that in any said special assessment proceedings the public and private benefit portions with respect to a road, phase
or part thereof shall be spread and assessed as provided for in this Section V and in accordance with Subsection 4(b)(iii) of this Section V, and said provisions of this Section V and of said Subsection 4(b)(iii) shall apply to and govern with respect to the public and private benefit portions both as to owned special assessment properties, non-owned special assessment properties, owned non-special assessment properties.

(1) **Bridges and Grade Separations.**

(i) Without limiting the generality of Subsection 1(b) of this Section V, the City and the developers of Region I and of Region II shall cooperate and use their best efforts to obtain from the State, County and other governmental authorities, and from the railroads and other public utilities that may be affected, funds to pay and defray the cost of all bridges and grade separations required in connection with the Region I roads and Region II roads.

(ii) The balance of the net cost of each such bridge and grade separation, after applying and deducting the amounts and funds received from the sources referred to in clause (i) next above, shall be divided (based upon good faith consideration of the facts and upon mutual agreement between the City
and the developers of Region I or Region II, as the case may be), between (y) the City, because of the public benefit that will accrue to the City from such bridge or grade separation and the road or phase connected therewith and served thereby, and (z) the private benefit therefrom to the respective developers and other record owners of property in and outside of Region I and Region II, as the case may be.

(iii) Upon the determination of such public benefit and private benefit portions of the said net cost of such bridges or grade separations in accordance with the provisions of clause (ii) next above, it is agreed that the financing and payment of such public benefit portion and private benefit portion of the said net cost of said bridge and grade separations shall be made and borne as provided for in the foregoing provisions of this Sub-section 4 of this Section V with respect to the Region I and Region II roads.

VI.

CITY OBLIGATIONS REGARDING SEWERAGE SERVICE SYSTEM

1. Provision of Sewerage Service System by Aurora Sanitary District. The record owners of the Territory contemplate annexation of the Territory to The
Aurora Sanitary District (hereinafter called the "Sanitary District") pursuant to an agreement between the developers of the District and the Sanitary District, which agreement will obligate the Sanitary District to take all steps necessary to issue and use its best efforts to sell its sewer system revenue bonds (the "Sanitary District Bonds") in an amount sufficient to construct a sewerage service system to serve the Territory.

2. Inability of Sanitary District to Provide Sewerage Service System. If, within nine (9) months following annexation of the Territory to the City, the Sanitary District is unable for any reason to issue and sell the Sanitary District Bonds or otherwise fails to arrange for a sewerage service system to serve all or any part of the Territory in a manner satisfactory to the developers of the District, the developers of the District shall, at any time within such nine-month period or within thirty (30) days following the expiration thereof, notify the City of their inability to obtain from the Sanitary District a satisfactory sewerage service system to service all or any part of the Territory, which notice (hereinafter called the "Sanitary Sewer Notice") shall state the reason therefor.

3. Provision of Sewerage Service System by the City. Upon receipt of the Sanitary Sewer Notice, the City agrees that it shall provide for and construct a sewerage
service system, including, but not by way of limitation, the preparation and completion of all the necessary engineering plans and specifications for the construction and installation of a sewerage service system, to serve all or such part of the Territory as may be designated by the developers of the District. The plans and specifications for said sewerage service system (hereinafter in this Section VI called the "Project") shall be subject to the approval of the developers of the District, which approval shall not be unreasonably withheld, and shall comply with all ordinances and regulations of the City and the Sanitary District with respect to plans and specifications for sewer construction.

4. **City Financing of Project.**

(a) In order to finance the obligations of the City set forth in Subsection 3 of this Section VI, the City shall take all steps necessary to authorize, by ordinance to be adopted by the City (hereinafter called the "Junior Lien Sewer Bond Ordinance"), to issue and use its best efforts to sell its Waterworks and Sewerage Revenue Bonds (hereinafter called the "Junior Lien Sewer Bonds") under and pursuant to the provisions of Division 139 of Article 11 of the Illinois Municipal Code (or any appropriate enabling ordinance or ordinances which may have been enacted by the City in substitution for or in addition
to said Division 139 in exercise of the City's home rule powers under Section 6 of Article VII of the Constitution of the State of Illinois). The Junior Lien Sewer Bonds to be so issued and sold shall be in such aggregate principal amount as shall be necessary to pay the cost of acquiring and constructing the Project, including capitalized interest, financial advisory, legal and other related fees and expenses, shall be junior and subordinate in every respect to all bonds from time to time issued pursuant to the Bond Ordinance (as such term is defined in Subsection 1(a) of Section IV of this Agreement), shall be on a parity with all bonds from time to time sold pursuant to the Junior Lien Bond Ordinance (as such term is defined in Subsection IV 7(a) of this Agreement), and shall be secured by and payable from the amounts from time to time on deposit to the credit of the Surplus Revenue Account created by Section 8 of the Bond Ordinance. It shall be a condition to the obligation of the City to authorize and to issue and use its best efforts to sell the Junior Lien Sewer Bonds that such Bonds be additionally secured by a guarantee from persons or entities acceptable to the City that the net revenues derived by the City from the ownership and operation of the Project will equal an agreed upon amount in excess of
the debt service requirements of the Junior Lien Sewer Bonds. Such guarantee and the provisions for its termination shall be similar in scope to the guarantee of water revenues to secure the Junior Lien Bonds provided for in Section IV of this Agreement, and shall provide for a recoupment by the developers of all payments made under and with respect to such guarantee, and shall provide for the inclusion of special City connection fees and user charges from Small Annexed Parcels (as defined in Subsection 9(b) of this Section VI) in the computation of net revenues for purposes of the guarantee described in this Subsection 4(a).

(b) As part of, and in addition to, the City's obligations under and pursuant to Subsections 3 and 4(a) of this Section VI, the City shall use its best efforts to enter into, and, as a condition of the City's and the developers' obligations under and pursuant to Subsections 3 and 4(a) of this Section VI, the City shall have entered into, an agreement with the Sanitary District for the acceptance and treatment of sewage from the Project, which agreement, to the full extent permitted by the provisions of the Bond Ordinance, shall provide for:

(i) the annexation to the Sanitary District of the Territory or such
part thereof as will be served by the Project;

(ii) the abatement by the Sanitary District of connection fees and user charges for the area serviced by the Project during the period that any Junior Lien Sewer Bonds are outstanding and until the City shall have effected recoupment to the developers of payments made by the developers under any developers' guarantees of such Junior Lien Sewer Bonds;

(iii) the collection by the City, during the period that any Junior Lien Sewer Bonds are outstanding and until the City shall have effected recoupment to the developers of payments made under any developers' guarantees thereof of special City connection fees and user charges from the area serviced by the Project, and the use by the City of the revenues from such Special City Sewer Charges, (x) to pay the costs and expenses of the operation, maintenance, repair, reconstruction and replacement of the Project, (y) to make all payments and deposits required under the Junior Lien Sewer Bond Ordinance if said Junior Lien
Sewer Bonds shall be issued by the City and (z) to make all guarantee recoupment payments provided for in the guarantee described in Subsection 4(a)(i) above if said Junior Lien Sewer Bonds shall be issued and sold by the City;

(iv) the waiver or prepayment of connection fees as one method, among others, of recoupment of guarantee payments under the guarantee described in Subsection 4(a)(i) above;

(v) the payment to the Sanitary District of all revenues from the Special City Sewer Charges to the extent not required by the City for the purposes set forth in clause (iii) next above;

(vi) the termination of the Special City Sewer Charges and the reinstatement in the area serviced by the Project of the Sanitary District's connection fees and user charges no higher than the lowest of such fees and charges applicable to other areas of the City upon the retirement of all Junior Lien Sewer Bonds and the fulfillment of all guarantee recoupment obligations of the City under the guarantee
described in Subsection 4(a)(i) above and
the acceptance by the Sanitary District of all
responsibility for costs and expenses for the
operation, maintenance, repair, reconstruction
and replacement of the Project; and

(vii) the reservation of adequate
treatment plant capacity and sewer main
capacity by the Sanitary District to meet
the anticipated sewerage requirements of
that part of the Territory actually served
by the Project, subject to all requirements
of federal, state or local governmental bodies
having jurisdiction thereover.

5. **Provision of Sewerage Service System Other than By City.** If the City shall be unable to enter into
the agreement described in Subsection 4(b) hereof, or if
the City shall for any reason fail, or be unable, to sell the
Junior Lien Sewer Bonds as provided for in Subsection 4(a)
hereof, the City shall in good faith negotiate with the
developers of the District and/or with any municipal
corporation or any public body or private utility company
capable of providing sewerage service to all or any part of
the Territory and use its best efforts to enter into an
agreement with the developers of the District, such munici-
pal corporation, public body, or private utility company
for the provision of sewerage service to all or such part
of the Territory as may be agreed upon by the developers
of the District.
6. **Disconnection Rights.** If within one hundred and thirty (130) days following the delivery of the Sanitary Sewer Notice, the City shall have not performed its obligations under Subsections 3, 4 and 5 of this Section VI, or for any reason shall not have made arrangements for a sewerage service system to serve the Territory in a manner satisfactory to the developers of the District, then, in addition to other remedies that may be available to the developers, all of the record owners of the Territory may petition the City for disconnection of the Territory from the City pursuant to Section 7-3-4 of the Illinois Municipal Code or any similar successor statute, and, in such event, the City shall promptly adopt an ordinance which accomplishes such disconnection; provided, that it shall be a condition to the obligation of the City to adopt an ordinance accomplishing such disconnection that the requirements of Subsection (a) below or Subsection (b) below, at the election of the developers of the District, shall have been complied with.

(a) The City shall have been reimbursed by the developers of the District for all of the City's direct and ascertainable costs and expenses incurred in connection with the performance of those provisions of this Agreement other than Section IV hereof and in carrying out those provisions of this Agreement other than said Section IV, and the guarantors listed in Subsection IV 4 hereof.
shall have confirmed the effectiveness of their guarantee set forth in Subsection IV 2 hereof without regard to the date upon which the Regional Shopping Center shall become "open for business", as such term is used in said Subsection IV 2.

(b) The developers of the District shall have made the reimbursements provided for in Subsection (a) above and, in addition, shall have made or provided for the following purchases, reimbursement payments and guarantees:

(i) the purchase by the developers of the District, at the City's cost thereof, of all plans, drawings, engineering data and facilities (located within the Territory) theretofore purchased, constructed or contracted for by the City pursuant to the provisions of Section IV hereof;

(ii) the reimbursement to the City by the developers of the District of all of the City's direct and ascertainable costs and expenses incurred in connection with the preparation and carrying out of the provisions of Section IV hereof, to the extent that such costs and expenses shall not have been paid by the purchases provided for in clause (i) above; and
(iii) payments or guarantees which will permit the City to call or retire, at the earliest practicable date and at no net cost to the City (taking into consideration the purchase prices and reimbursements provided for in clauses (i) and (ii) above), any and all bonds theretofore issued and sold by the City pursuant to Section IV hereof.

7. **Continued City Water Service to the Territory after Disconnection.** From and after a disconnection upon compliance with the conditions set forth in Subsection 6(a) above, the terms and provisions of Section IV hereof shall remain in full force and effect and binding on the parties hereto, and the City shall be obligated at all times thereafter to provide water service to the Territory and the occupants thereof on the same basis as water shall be provided, and at charges no higher than the lowest charge for the same level of water service to other users in the City.

8. **Termination of Annexation Agreement Provisions upon Disconnection.** Upon a disconnection after compliance with the conditions set forth in Subsection 6(a) of this Section VI, all terms and provisions of this Agreement other than those contained in Section IV and Subsection 7 of this Section VI shall terminate. Upon a disconnection
after compliance with the conditions set forth in Subsec-
tion 6(b) of this Section VI, all terms and provisions of
this Agreement shall terminate.


(a) After annexation of the Territory to
the City, the City, subject to the provisions
of Subsection (b) of this Subsection 9, shall
require, as a condition to the annexation of
any property which may be served in whole or
in part by any part of the Project from the
record owners of such annexed property, as a
condition to any such annexation, that said
record owners shall agree to assume the
obligations of the guarantee provided for
in Subsection 4 of this Section VI (if such
guarantee becomes effective) in a proportion
which bears a reasonable and equitable relation-
ship to the service to be provided to such annexed
property by the Project. The assumption by
such record owners of a proportionate share
of the obligations of said guarantee shall
not relieve the guarantors from their obliga-
tions thereunder, but said guarantors shall
be entitled to credits against the amount
of their guarantee obligations in the amounts
of any moneys from time to time actually
received by the City from said record owners as payments under said record owners' guarantee obligations. The developers of the District may waive the obligation of the City under this Subsection 9(a) with respect to any annexation of property to the City.

(b) If property to be annexed which would otherwise be subject to the provisions of Subsection (a) of this Subsection 9 shall be less than forty (40) acres in size (herein sometimes referred to as "Small Annexed Parcels"), it shall not be a condition to the annexation of such property that the record owners thereof agree to assume any of the guarantee obligations provided for in said Subsection (a); provided, that for purposes of making such determination of size, there shall be included all properties: (i) owned, controlled or held, under common control with others, by such record owners, or, if the record owner of such property shall be a land trust, there shall be included all properties owned, controlled or held, under common control with others, by the beneficiaries thereof, or, if the record owner of such property shall be a nominee, or if the beneficiary of such land trust shall be a nominee, there shall be included all properties owned, controlled or held, under common control.
with others, by the principal of such nominee, and (ii) previously annexed to the City, from the date hereof to the date of such annexation by such record owners.

10. **Prohibited Annexations.** Until the expiration of the time period within which the developers of the District may obtain disconnection of the Territory from the City pursuant to the provisions of Subsection 6 of this Section VI, or the earlier written waiver of such disconnection rights by the developers of the District, the City shall not, without the consent of the developers of the District, annex to the City any property which would not remain contiguous to the City after disconnection of the Territory from the City.

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**VII.**

**PROVISIONS RELATING TO THE CITY BUILDING CODE AND OTHER CITY ORDINANCES**

1. **Issuance of Building Permit for the Metropolitan Building.** The City shall use its best efforts to cause a Final Building Permit for construction of the Metropolitan Building to be issued within ten (10) working days after the date of submission to the Director of the Department of Inspections and Permits of the City (hereinafter called the "Director") of final building plans which are in accordance with all applicable City ordinances or within ten (10) working days after the annexation of the Territory to the City, whichever is the later.
2. Issuance of Building Permits for the Regional Shopping Center. Upon application to the Director, payment of applicable fees and presentation of required plans, drawings and other documents, the City shall issue the following permits for the Regional Shopping Center:

(a) The Foundation Permit shall be issued upon approval by the Director of detailed working plans of foundations only, certified by a licensed architect, within ten (10) working days after the annexation of the Territory to the City.

(b) Provided the Foundation Permit described in Subsection (a) above has been issued, a Building Shell Permit shall be issued upon approval by the Director of detailed working plans of the superstructures of the Regional Shopping Center, certified by a licensed architect.

(c) A Final Building Permit shall be issued upon approval by the Director of complete working drawings and specifications for the construction of the Regional Shopping Center, certified by a licensed architect.

All plans, drawings, and other documents required to be submitted by the developer to obtain the permits provided for in this Subsection 2 shall be delivered to the Director not less than ten (10) working days prior to the date upon
which the developer seeks the permit to be issued in accordance with this Subsection 2. The City shall use its best efforts to cause each permit to be issued not more than ten (10) working days following the submission of the plans, drawings and other documents required to be submitted for such permit.

3. **Conflict of Provisions.** The provisions of Subsections 1 and 2 of this Section VII shall apply notwithstanding the provisions of Section 43-11, Subsection 43-16(a) and Subsection 43-47(a) of the Subdivision Control Ordinance.

4. **City Building Code.** After annexation of the Territory to the City, the Director and the City shall take all action necessary or required, including the adoption of amendments to the City Building Code (hereinafter called the "Building Code"), to interpret, modify and vary the provisions of the Building Code with respect to the District, as follows:

(a) **Fire Limits.** All Residential Areas, Manufacturing Areas and Restricted Manufacturing Areas of the District shall be classified as "Outside Fire Limits" for the purpose of applying the provisions of the Building Code, and any change in such classification shall be an amendment to or modification of the Building Code which shall not be applicable to the District unless such amendment or modification
shall be made applicable to the District in accordance with the requirements of Subsection 12(b) of this Section VII.

(b) **Fire Separation.** The City shall interpret Article 3 of the BOCA Basic Building Code, Fifth Edition, 1970, to provide that the fire separation distances as required under Table 5 on Page 43 of said Code and Section 309.2 on Page 53 of said Code shall be defined as the distance between the exterior face (exposing wall) of the building wall under consideration and the nearest distance at which an adjacent building may legally be constructed.

(c) **Inventory Buildings.** Any building constructed in a Manufacturing Area or in a Restricted Manufacturing Area which the developers of the Region of the District in which such building is located shall notify the City is being constructed for future sale or lease shall, for purposes of Building Code Requirements, be classified in "Use Group D Industrial" until such time as such building shall be sold or leased. At such time as such building is sold or leased, such developers shall notify the City of the specific use for which such building was sold or leased, and, at that time, the building shall be reclassified to its appropriate Use Group; provided that no occupancy of such structure or building shall be permitted until an occupancy permit shall have been issued by the City.
5. **Industrialized Construction Techniques.** The developers of the District and the City recognize:

(a) the need for and the rapid development of industrialized construction techniques, including component and modular building systems;

(b) the likelihood that industrialized construction techniques will become generally accepted and used during the District's development period; and

(c) that although the BOCA Basic Building Code as adopted, modified and supplemented by the City provides for prefabricated construction and inspection at the point of manufacture or fabrication, such provisions may not provide for the proper use of industrialized construction techniques.

Consequently, it is understood that the developers of the District may, at any time and from time to time, submit for consideration by the City amendments to the City's ordinances to provide for and permit such industrialized construction techniques and to establish performance-type specifications, criteria and standards for the use thereof.

6. **Storm Water Retention and Control Amendment to City Subdivision Control Ordinance.** After annexation of the Territory to the City, the City, without further public
hearing, shall promptly amend the City Subdivision Control Ordinance to require the installation of storm water retention and disposal systems prior to the development of any property outside of the District which is located in the Waubansee Creek or Indian Creek watersheds and over which the City has jurisdiction under its Subdivision Control Ordinance, which systems shall be required to meet performance standards no lower than the performance standards provided for the District in Subsection V C. of the Plan Description.

7. City Comprehensive Plan. Upon annexation of the Territory to the City, the developers of the District shall assign members of their planning staffs and the planning staffs of their independent planning consultants to work with the City's Planning Department and other representatives of the City in the preparation of amendments to the City's Comprehensive Plan which will be applicable to areas of DuPage and Kane Counties adjacent to, affected by or likely to be affected by the development of the District. The City agrees that all reasonable efforts will be made to cause such amendments to the City Comprehensive Plan to be consistent and compatible with the provisions of this Agreement and the Plan Description describing highways and roads (Section V hereof and Subsection V D. of the Plan Description) and to other applicable provisions of this Agreement and the Plan Description. At any time or from time to time the developers of each Region of the District will give serious and good
faith consideration to changes in portions of the then current land use plan (as such term is used in Subsection V I. of the Plan Description) applicable to areas in the District not then covered by a General Development Plan or a Preliminary Plan which shall have been submitted to the City designed to make such portions of such land use plan consistent and compatible with such Comprehensive Plan as developed in such joint planning effort by planning representatives of the developers of the District and the City and as finally approved and adopted by the City; provided that (i) where the terms of the Plan Description require any such changes in said land use plan to be approved by the City, changes designed to make such land use plan consistent and compatible with such Comprehensive Plan shall be subject to the City's approval; (ii) any such changes in such land use plan shall be subject to the approval of the developers of the Region of the District in which such change occurs, which approval shall not be unreasonably withheld; and (iii) any such changes shall be subject to the provisions of any deed of conveyance or other document theretofore deposited with the Department of City Planning pursuant to Subsection V M. of the Plan Description.

8. Home Rule Powers. The City agrees to adopt such ordinances as may be necessary or appropriate to effectuate the use of its home rule powers as provided for
in Section 6 of Article VII of the Constitution of the State of Illinois, including, but not by way of limitation, such amendments to the Local Improvement Act as may be required in order for the City to carry out its obligations to construct local public improvements as herein provided. The City further agrees to amend its appropriation ordinance (Section 2-21 of the Code of Ordinances of the City) to provide that any limitation therein or in Article 8-2-9 of Chapter 24, Illinois Revised Statutes (1971) shall not be applicable to this Agreement.

9. Special Assessment and Taxation. Except as specifically provided for in this Agreement, the City may not levy against any real estate or personal property within the District any special assessment or special taxation for the cost of any improvements in or for the benefit of the District which are to be constructed or provided pursuant to the terms of this Agreement. During the first ten (10) years after the annexation of the Territory to the City, the City shall not, without the prior consent of the record owners of any property in the District so affected, (i) make any local improvements in or for the benefit of the District which are not provided to be constructed pursuant to the terms of this Agreement by special assessments, or special taxation, including, without limitation, the exercise of such special assessment or special taxation power jointly with other home rule jurisdictions, counties or municipalities, (ii) levy or impose any additional differential taxes upon the District
or (iii) levy or impose additional taxes upon the District, in the manner provided by law for the provision of special services to the District or an area in which the District is located or for the payment of debt incurred in order to provide such special services, including specifically, but not by way of limitation, the creation of "Special Service Areas" or the levy of differential taxes with respect to or in the District pursuant to Section 6(1) of Article VII of the Constitution of the State of Illinois; provided, that nothing in this Subsection 9 shall prevent the City from levying or imposing additional taxes upon the District in the manner provided by law for the provision of special services to the entire City which additional taxes are equally applicable to all other areas in the City, or from levying or imposing additional taxes upon the District which are not equally applicable to all other areas of the City if the levying or imposition of such additional taxes is required by state or federal law.

10. **Ordinances.** The City shall from time to time enact such ordinances, or amend such ordinances, including appropriation ordinances, as may be necessary to carry out and enable the City to carry out the agreements contained herein.

11. **Alcoholic Beverage Licenses.**

(a) After annexation of the Territory to the City and the adoption of any ordinance amend-
ments or modifications required pursuant to Subsection (b) below, and subject to and without limiting or restricting the power and obligation of the City and the City's Local Liquor Control Commissioner to protect the public health, safety and welfare or the City's and such Commissioner's discretionary powers with respect to the issuance of alcoholic beverage licenses and permits, (i) the City shall issue or cause its Local Liquor Control Commissioner to issue to applicants for use within the District, licenses and permits to sell, distribute and serve alcoholic beverages within the District, which licenses and permits shall be issued in a manner consistent with the standards of the City and of such Commissioner for the granting of such licenses, on a basis which shall be nondiscriminatory with respect to applicants from the District, and in numbers and on terms not less favorable than the numbers in which and the terms on which such licenses and permits are issued to applicants in other areas of the City, taking into account the population of the District and potential trade in, and the character of various development areas of, the District; and (ii) the City shall also issue or cause its Local Liquor Control Commissioner to issue to each applicant in the District engaged in a substantial business enterprise, the principal business of which is not the sale of alcoholic
beverages, which enterprise requires an alcoholic beverage license or permit in connection with the conduct of its business, alcoholic beverage licenses or permits of the type or types required by such applicant; provided the applicants described in (i) and (ii) above shall have complied with and be qualified under all applicable ordinances and statutes to hold an alcoholic beverage license, and further provided that no license shall be issued or be valid for a period longer than that permitted under applicable ordinances and statutes. Such alcoholic beverage licenses shall be renewed by the City or the City's Local Liquor Control Commissioner, in its or his discretion, such discretion to be exercised in a manner consistent with the standards of the City and of such Commissioner for the granting or renewal of such licenses, if such applicants shall comply with, and continue to be qualified to hold such license in accordance with, all applicable ordinances and statutes. Nothing herein shall be construed as granting to any person a vested right to continue to receive and renew such alcoholic beverage licenses if the City shall decrease the number of licenses to be issued within its jurisdiction; provided however, that neither the City nor the City's Local Liquor Control Commissioner shall take any action which shall discriminate
against any applicant from the District, and pro-
vided further that if the City shall determine
to reduce the total number of alcoholic beverage
licenses to be issued within its jurisdiction,
such reduction shall not be discriminatory to the
District, and shall be applicable to the City as
a whole, and not solely to the District.

(b) After annexation of the Territory to
the City, the City, without further public hearing,
shall promptly adopt such amendments and modifications
to the City ordinances regulating alcoholic beverages
as may be necessary or appropriate to permit the City
to carry out the obligations set forth in Subsection
(a) above.

12. City Ordinances.

(a) All existing ordinances of the City not
inconsistent with, or contrary to, this Agreement
or the Plan Description, and in effect as of the
date hereof, to the extent that such ordinances
have not been excepted, waived or modified by
this Agreement or the Plan Description, shall be
applicable to the District. Any modification or
amendment to such ordinances, or any newly enacted
ordinances of the City, to the extent not incon-
sistent with, or contrary to, this Agreement or
the Plan Description, shall be applicable to the
District; provided, that unless the developers of the District otherwise agree, only those modifications and amendments to the City Building, Plumbing, Housing and Electrical Codes which, (i) in the case of the City Building, Plumbing and Housing Codes, are made to conform to or adopt modifications or amendments to or new editions of the BOCA Basic Building Code, the BOCA Basic Plumbing Code or the BOCA Basic Housing Code adopted by the Building Officials and Code Administrators International, Inc., or any successor thereto, and (ii) in the case of the City Electrical Code, are made to conform to or adopt modifications or amendments to or new editions of the National Electrical Code adopted by the National Fire Protection Association, or any successor thereto, shall be applicable to the District. Any modification or amendment to any existing ordinance of the City, and any newly enacted ordinance of the City, relating to amounts of fees for licenses, permits, or services, not inconsistent with, or contrary to, this Agreement or the Plan Description, shall apply to the District, provided that no portion of the District shall be charged, or pay, a fee for any license, permit or service that is higher than the lowest such fee paid in any other part of the City for a similar license, permit or service.
(b) If the City at any time or from time to time adopts an amendment to or modification of its Building, Plumbing, Housing or Electrical Codes, which amendment or modification would not be applicable to the District pursuant to the provisions of Subsection (a) of this Subsection 12, and if the City Council shall have, by a two-thirds vote, made a specific determination that such amendment or modification should be applicable to the District because the changed building standards required by such amendment or modification would have an important, material and favorable affect upon the health and safety of the residents, owners or occupants of properties in the District or the fire fighters of the City, as compared to the standards applicable to the District without such amendment or modification, and shall have set forth in such determination the basis upon which it was made, the City shall give the developers of the District prompt notice of such determination and such amendment or modification shall be applicable to the District twenty (20) days after such notice is given unless, within such twenty-day period, the developers of either Region shall have notified the City that they are submitting the matter to arbitration as provided for hereinafter in this Subsection 12(b). Such developers of the District may, during such twenty-day period, submit the matter to arbitration in accordance with the rules then obtaining of the
American Arbitration Association and, in such event, the arbitrators shall be selected as follows: within ten (10) days after notice to the City that the matter is being submitted to arbitration, the City and such developers of the District shall each designate an arbitrator and a third arbitrator shall be selected within twenty (20) days thereafter by the two (2) arbitrators so designated. The issue to be decided in such arbitration shall be whether the changed building standards required by such modification or amendment would have an important, material and favorable affect upon the health and safety of the residents, owners or occupants of properties in the District or the fire fighters of the City, as compared to the standards applicable to the District without such amendment or modification. If the award in such arbitration shall decide such question in the affirmative, such amendment or modification shall thereafter be applicable to the District. If the award in such arbitration shall decide such question in the negative, such amendment or modification shall not be applicable to the District. If the matter shall have been submitted to arbitration in accordance with the provisions of this Subsection 12(b), such amendment or modification shall not be applicable to the District pending the determination of the
award in such arbitration; provided, that if the award in such arbitration shall not have been made within ninety (90) days after the matter shall have been submitted to arbitration, such amendment or modification shall become applicable to the District, at the end of such ninety-day period pending the determination of such award, unless it shall be determined by the arbitrator or arbitrators in the arbitration that the delay in making such award shall have been caused by the City's failure to proceed expeditiously in matters connected with the arbitration, in which event such ninety-day period shall be extended by such amount of time as shall be determined by such arbitrator or arbitrators.

(c) Notwithstanding any provision of this Subsection 12, any modification or amendment to the City Building, Plumbing, Housing or Electrical Codes made to conform such Code to minimum construction standards set forth in a county, state or federal ordinance or law and required by such county, state or federal ordinance or law to be applicable to the City or the District shall be applicable to the District.

13. **Farms.** The City shall without further public hearing amend Section 9-24 of the Code of Ordinances of the
City as applied to the Territory to read as follows:
"Farm animals, which shall include, but not be limited to, horses, cattle, swine and fowl, shall not be permitted in the City, except on property used as farms." Section 46-54 of the Code of Ordinances of the City shall be applicable only to those portions of the District which shall have become developed in accordance with the provisions of the Plan Description.

14. Licenses and Permits—Discretion of Mayor. Wherever in the Code of Ordinances of the City the Mayor shall have been granted discretion to grant applications for licenses and permits, and no specific standards shall be established for the exercise of such discretion and the issuance of such licenses and permits, the discretion of the Mayor shall be exercised in a manner consistent with the current standards which the Mayor is now using in the exercise of such discretion for the granting of such licenses and permits, and in no event shall the Mayor discriminate against the granting of a license or permit for any use in the Territory.

15. Fences. Notwithstanding any provision in the Code of Ordinances of the City to the contrary, the developers of the District shall have the right to construct, erect, and maintain a chain link fence of a height not to exceed six (6) feet with barbed-wire at the top along both sides of the right-of-way of the Elgin, Joliet & Eastern
Railway Company, and barbed-wire fences on and within the boundaries of any property used for farming purposes.

16. **Industrial Development and Pollution Control Revenue Bonds.** After the annexation of the Territory to the City, the City agrees to give good faith consideration to the adoption of an enabling ordinance under its home rule powers as set forth in Article VII, Section 6 of the Constitution of the State of Illinois, enabling the City to issue industrial development and pollution control revenue bonds. If such an ordinance is adopted by the City, the City further agrees to give good faith consideration to requests from any of the developers of the District from time to time made in compliance with the provisions of such ordinance to effect the issuance of industrial development and pollution control revenue bonds with respect to the development of property located in the District.

**VIII.**

**PUBLIC IMPROVEMENTS**

1. **Dedication of Certain Public Improvements.** The City shall, at the request of the developer of any part of the District and subject to the conditions set forth in Subsection 4 of this Section VIII, accept the dedication of any part or all of the following public improvements provided, constructed or installed by such developer in such part of the District:
(a) All water utility mains, pipes and related facilities which constitute a part of the general water distribution system of the City excluding service lines;

(b) Except for those sanitary sewers and related facilities which upon completion are accepted for dedication by and dedicated to the Sanitary District, all sewers and related facilities which constitute a part of the general sanitary sewer system of the City; and

(c) Except for those roads and highways and road and highway improvements which upon completion are accepted for dedication by and dedicated to the Township, State, County or other governmental authority other than the City, all roads and highways which constitute a part of the road and highway system for the District, including all associated properties, rights-of-way, road and highway lighting, traffic lights and controls, storm water drainage, curbs, gutters, sidewalks, landscaping and similar facilities; provided, that as to any part of the District the development of which is subject to the requirements of the Subdivision Control Ordinance, as amended by the Plan Description, the foregoing provisions of this Subsection 1 shall be subject to said requirements to the extent applicable.
2. **Storm Water Facilities.**

(a) The City shall cooperate with the developers of the District in making arrangements for financing the cost of storm water retention and disposal facilities necessary or desirable for the development of the District. Such arrangements may include the organization of storm water drainage or other districts permitted by the State statutes, special assessment procedures or other means by which the cost of such facilities may be fairly apportioned to the properties which will benefit therefrom. The City shall, only at the request of the developers of each Region of the District, exercise its powers pursuant to Article VII, Section 6(1) of the Constitution of the State of Illinois to form a special service area for such Region, or part thereof, as designated by the developers of such Region, for one or more of the following purposes, as designated by the developers of such Region: (a) to construct such storm water retention and disposal facilities, (b) to operate, maintain, repair, renew or replace such facilities, (c) to do such other lawful acts as the developers may designate with respect to such storm water retention facilities, and (d) in all events to accept the dedication of such facilities as provided for in Subsection (b) next below. Nothing in this Subsection 2(a) shall be deemed to obligate the City to assume any financial
responsibility with respect to the cost of construction of storm water retention and disposal facilities necessary or desirable for the development of the District.

(b) The City shall, at the request of the developers of any Region of the District, accept the dedication of any part or all of the storm water retention and disposal facilities, including any land relating thereto, which are included in such Region.

(c) After annexation of the Territory to the City, the City shall require, prior to the annexation to the City of any property which is located in the Waubansee Creek or Indian Creek watersheds, as a condition to any such annexation, that storm water retention and disposal systems will be developed on such property, which systems shall have performance standards no lower than the performance standards provided for in Subsection V C. of the Plan Description.

3. Public Open Space, Park and Recreation Areas. If the developers of any part of any Region of the District shall have reserved land for public open space, park and recreation areas, but shall be unable to enter into an agreement with respect to such land as contemplated in Subsection B.19.a. of the Plan Description, such developers may, at such developers' sole option, dedicate such land
to the City for public open space, park and recreational purposes, and in such event the City shall accept the dedication of such land, and shall assume the responsibility for the care, maintenance and improvement (in such manner as the City shall determine) of such land for public open space, park and recreational purposes.

4. Approval of Public Improvements. It shall be a condition to the City's obligation to accept dedication of any public improvements pursuant to this Section VIII that plans and specifications for such public improvements shall comply with all applicable City, County, State and Federal standards and regulations with respect thereto, except to the extent that standards or regulations have been modified by this Agreement or the Plan Description.

5. Maintenance of Dedicated Public Improvements. From and after the dedication of any public improvements to the City pursuant to this Section VIII, such public improvements shall be maintained, reconstructed, repaired, and replaced by the City, and all cost and expense of operation, maintenance, repair, reconstruction and replacement of such public improvements shall be the sole responsibility of the City.

6. Easement Grants to the City. It shall be a condition to the City's obligation to accept dedication of any public improvement pursuant to this Section VIII that the dedication of such improvement be accompanied by the
grant of appropriate easements to permit the City to carry out its responsibilities with respect to such improvement, except that such easements which provide access for the purpose of maintenance and repair of such improvement may contain a provision, in such form as the City shall approve, reserving to the developer the right to locate and relocate any such easement, or to provide alternative methods for the City to carry out its responsibilities with respect to the maintenance and repair of such improvement.

7. Municipal Service Easements. The developers of the District agree to grant easements to the City for the right of access into, over and from all private streets, private drives, parking areas and walks located in the District for the purpose of performing police and fire protection, garbage collection and other municipal services.

8. Easements. The City shall, upon the request of a developer of any development phase of the District, grant to such developer, to the Sanitary District, to any municipal corporation or public body which may provide sewerage service to any part of the District pursuant to Section VI hereof or to utility companies designated by such developer, such construction and maintenance utility easements under, over, across or through property owned or controlled by the City as are necessary or appropriate for the development of the District in accordance with the provisions of the Plan Description, this Agreement or any approved Preliminary or Final Plan for any development.
phase of the District. The City further agrees that in the event a developer of any development phase of the District is unable to obtain utility easements over, under, across or through property not owned by or under the City's control which may be necessary or appropriate for the development of such development phase as aforesaid at a cost and on conditions acceptable to such developer, the City will use, to the full extent permitted by law, its statutory condemnation powers to secure such easements. All costs and expenses incurred by the City in the condemnation of such easements on behalf of a developer shall be reimbursed to the City by such developer.

9. General Easement Requirements. It shall be a condition to the granting of any easement required to be granted pursuant to Sections IV, V, VI and VII of this Agreement that the grantee shall agree that in the event of any use of such easement for construction or maintenance of the facility for which such easement was granted (a) the grantee shall restore the property to the same condition as existed prior to such construction or maintenance, and (b) the grantee shall hold the grantor and his or its successors in interest harmless from any claims for personal injury or property damage which arise or result from the activities of the grantee in connection with such construction or maintenance.
10. **Cooperation by the City and the Developers of the District.**

(a) With respect to applications, permits and agreements from or with public bodies which are necessary or appropriate to enable the developers of any development phase of the District and the City to carry out the provisions of the Plan Description and the provisions of this Agreement, the City shall, upon compliance by such developers with the City's reasonable requirements therefor, execute and issue such permits as may be required by the City, and, at the request of the developers of any development phase of the District, the City shall execute such applications and agreements which may be required by any public body and shall otherwise assist in the procurement of any such permits and agreements.

(b) The City and the developers of the District shall cooperate fully in seeking Federal, State or County financial and other aid and assistance required or useful for the construction or improvement of property and facilities in the District or for the provision of services to residents of the District, including, but not limited to, grants and assistance for public transportation, water and sewerage facilities, storm water disposal facilities and improvements to public open space, park and recreational areas.
(c) The City shall, upon the request of the developer of any development phase of the District, grant to such developer, to the Sanitary District, to any municipal corporation or public body which may provide sewerage service to any part of the District pursuant to Section VI hereof or to utility companies designated by such developer, such utility franchises as are necessary or appropriate for the development of such phase of the District in accordance with the provisions of the Plan Description and this Agreement.

IX.
PUBLIC BUILDINGS, FIRE PROTECTION DISTRICTS AND CITY SERVICES

1. Region I Fire Station.

(a) Upon annexation of the Territory to the City, the City shall promptly complete plans and specifications (which shall be subject to the approval of the developers of Region I, which approval shall not be unreasonably withheld) for a fire station (hereinafter called the "Region I Fire Station") to be located in Region I on a site which shall be determined and valued in accordance with Subsection 4 of this Section IX. Such Fire Station shall be a three (3) bay station with accommodations for fifteen (15)
firemen per shift and shall be capable of housing the equipment described in Subsection 1(c) below.

(b) Upon approval of the plans and specifications for the Region I Fire Station, the developers of Region I, if requested by the City, shall, in accordance with the provisions of Subsection 4 of this Section IX, provide the site for and construct, or cause to be constructed, the Region I Fire Station (in accordance with said approved plans and specifications and on terms which shall be subject to the approval of the City, which approval shall not be unreasonably withheld) and, subject to the provisions of Subsection 1(d) below, shall pay, or cause to be paid, all costs and expenses for such construction.

(c) Subject to the provisions of Subsection 1(d) below, the developers of Region I shall, at the City's request, purchase, or cause to be purchased, required equipment for the Region I Fire Station (subject to the City's approval of such equipment and the prices and other terms of such purchases or contracts, which approval shall not be unreasonably withheld). Such required equipment shall include a pumper truck, a ladder truck, and an ambulance.

(d) The maximum amount of costs and expenses which the developers of Region I shall expend or
cause to be expended, for the construction of, and the purchase of equipment for, the Region I Fire Station, shall be the aggregate sum of $500,000. Any amount required for the construction of, and the purchase of equipment for, the Region I Fire Station in excess of the aggregate sum of $500,000 shall be paid by the City.

(e) Upon completion of construction of the Region I Fire Station and the purchase of equipment for such Fire Station pursuant to Subsections 1(b) and 1(c) above, such Fire Station and such equipment and the site on which such Fire Station is located shall be transferred and conveyed to the City by the developers of Region I, if such developers of Region I shall have constructed said Fire Station and purchased such equipment, or by such other entity which such developers shall have caused to have constructed such Fire Station and purchased such equipment, as the case may be, at a purchase price which shall be the sum of:

(i) all costs and expenses incurred (with the approval of the City), other than those sums paid by the City, in connection with the construction and equipping of such Fire Station;
(ii) interest, at the rate of one percent (1%) over the prime rate of interest from time to time charged to large corporate borrowers by The First National Bank of Chicago, on all of the costs and expenses included in clause (i) of this Subsection 1(e) from the date when such costs shall have been incurred to the date of such transfer and conveyance; and

(iii) the value of the site provided for such Fire Station determined in accordance with Subsection 4 of this Section IX.

(f) The transfer and conveyance of the Region I Fire Station, its site and its equipment shall be made pursuant to an installment contract between the developers of Region I (or their authorized agent), if such developers of Region I shall have constructed said Fire Station and purchased such equipment, or by such other entity which such developers shall have caused to have constructed such Fire Station and purchased such equipment, as the case may be, and the City, executed in accordance with the home rule powers of the City, as set forth in Section 6 of Article VII of the Constitution of the State of Illinois, providing for the payment of the purchase price in ten (10) equal annual installments with interest equal to one percent (1%) above the prime rate from time
to time charged to large corporate borrowers by
The First National Bank of Chicago on the amount
from time to time outstanding on said contract.
Such installment contract shall provide (i) that
the City shall have the right at any time and from
time to time to prepay, with accrued interest but
without penalty, any part of the purchase price
then outstanding on such contract, and (ii) that
at any time at the City's request such contract
shall be assigned to any party designated by the
City, provided the total amount of the purchase
price outstanding at the time of such assignment,
with accrued interest thereon, shall, at the time
of such assignment, be paid to the assignor or its
designee.

(g) If the City does not request the developers
of Region I to construct, or cause the construction
of, the Region I Fire Station and/or to purchase, or
cause the purchase of, some or all of the required
equipment for such Fire Station in accordance with
Subsections 1(a) and 1(b) above, the City shall
construct and fully equip such Fire Station as promptly
as practicable after annexation of the Territory
to the City.

2. Temporary Fire Protection Facility. Upon
annexation of the Territory to the City, the developers
of Region I shall lease or otherwise make available to the
City, for use by the City in providing temporary fire station facilities for the District, the two (2) buildings, and the land immediately adjacent thereto, located at the southwest corner of Illinois Route 59 and Illinois Route 65, which buildings were formerly used for the Chobar restaurant and service station and for a small sales office. The City shall have the right to use such buildings and such land to provide and maintain fire protection equipment and facilities for the District for the period prior to completion of the Region I Fire Station. If and as requested by the City, the developers of Region I shall improve and remodel such buildings and land or cause such buildings and land to be improved and remodeled as may be required for their intended use by the City and in accordance with plans and specifications which shall be subject to the approval of the City and developers of Region I; provided, that the maximum amount of cost and expense which the developers of Region I shall be obligated to incur for such improvement and remodeling shall be $50,000 and that all costs and expenses for such improvement and remodeling which are in excess of $50,000 shall be paid by the City. No rent or other charges shall be payable by the City for the use of such buildings and land, but the City shall be responsible for the upkeep and maintenance of such buildings and such immediately adjacent land during the period of the City's use thereof and shall indemnify the developers of Region I and hold them harmless from and against any loss or liability resulting from the City's use of such buildings and land pursuant
to this Subsection 2. The City shall cause such developers to be named as insureds on any City insurance policies which could reasonably cover the risk of any such loss or liability. Upon completion of the Region I Fire Station such buildings and land shall be surrendered to the developers of Region I without any restoration obligation on the part of the City. To the extent that the full $50,000 which the developers of Region I are obliged to incur for the improvement and remodeling provided for in this Subsection 2 is not expended for such improvement and remodeling, the developers of Region I shall, at the request of the City, purchase, at a total cost not to exceed the amount of such unexpended portion of such $50,000, equipment for use by the City in connection with the temporary fire station facilities. If, pursuant to Subsection 1 of this Section IX, the City shall request the developers of Region I to construct or cause to be constructed the Region I Fire Station, any equipment purchased pursuant to the next preceding sentence which is usable in connection with the Region I Fire Station shall be deemed to be equipment purchased, at the purchase price provided for in the last sentence of this Subsection 2, for the Region I Fire Station and subject to all of the provisions of said Subsection 1. If such construction request shall not have been made by the City, upon completion of construction of the Region I Fire Station, the City shall purchase, at the purchase price provided for in the last sentence of this Subsection 2, all such usable equipment theretofore purchased by such developers. The purchase price for each item of such equipment usable in the Region I Fire Station, for the
purpose of its inclusion as equipment purchased for the Region I Fire Station, shall be its original cost less two percent (2%) per month for each full or partial month which expires between the date when the use of such item at the temporary fire protection facility commences and the date when construction of the Region I Fire Station is completed.

3. Additional Fire Stations in the District.

(a) In addition to the City's obligations with respect to the Region I Fire Station, the City shall from time to time construct and fully equip sufficient additional fire stations (hereinafter called "additional fire stations") in number, size and manner which at least shall meet the minimum standards required to provide the same level of fire protection for the occupants and properties of the District, when and as the development of the District shall require, as shall then be provided in other areas of the City.

(b) Subject to the City's having met and performed each and both of the conditions precedent set forth below in clauses (i) and (ii) of this Subsection 3(b), from time to time when the construction and equipping of an additional fire station in the District is required pursuant to the provisions of Subsection (a) of this Subsection
2, the developers of the Region in which such fire station is to be located shall, at the City's request, construct, or cause to be constructed, any such fire station, purchase, or cause to be purchased, equipment for such fire station, and transfer and convey or cause to be transferred and conveyed to the City such fire station and equipment and the site on which such fire station is located, in the same manner and on the same terms and conditions (including the maximum financial obligation per fire station) which are set forth as obligations of the developers of Region I and the City with respect to the Region I Fire Station in Subsections (b), (c), (d), (e) and (f) of Subsection 1 of this Section IX.

(i) It shall be a condition precedent to the obligations of such developers to perform the acts, or cause to be performed the acts, or to incur or cause to be incurred the costs and expenses, pursuant to the above provisions of this Subsection 3(b), that the City shall (prior to the City's making the request of the developers provided for above in this Subsection 3(b)) use its best efforts (y) itself to construct or contract for the construction of, or cause others than the developers to construct or contract for the construction of, each of such fire
stations and to purchase or to cause others than the developers to purchase said equipment for each of said fire stations, and (z) itself to finance, or cause others than the developers to finance, the costs and expenses of such construction, of such equipping and of the site on which such fire station is to be located, in such manner and upon such terms (as may then be legally available to the City) so that the interest paid with respect to such financing will be exempt, in whole or in part, from Federal income taxation.

(ii) It shall be an additional condition precedent to the obligations of such developers to perform the acts, or cause to be performed the acts, or to incur or cause to be incurred the costs and expenses, pursuant to the above provisions of this Subsection 3(b), that the said request of the City to the developers provided for above in this Subsection 3(b) shall be accompanied with an opinion of counsel in form and substance, and from counsel, satisfactory to such developers, to the effect that the obligations of the City to pay the purchase price for any such fire station, equipment and so in the manner provided for in Subsection (f) of Subsection 1 of
this Section IX, and at the interest rate	herein provided for, will be a legally
enforceable and binding obligation of the
City. If such developers, in reliance on
a favorable opinion of counsel as required
by this clause (ii) of this Subsection 3(b),
shall have incurred costs and expenses pursuant
to this Subsection 3(b), but such an opinion
shall not be obtainable at the time when the
transfer and conveyance of such fire station,
equipment and site is required, the City
shall pay for and finance the purchase of
such fire station from such developers, if
such developers shall have constructed such
fire station or purchased such equipment,
or from such other entity which the developers
shall have caused to construct such fire
station and/or purchase such equipment, as
the case may be, at the full purchase price
provided for herein, by whatsoever means are
then available to the City, including, without
limitation, the issuance and sale of general
obligation bonds. It is agreed that the
firm of Chapman and Cutler, 100 West Monroe
Street, Chicago, Illinois 60603, will be
satisfactory counsel for the purposes of
rendering the opinions provided for in this
Subsection (ii).
(iii) The obligations of the developers of the District pursuant to this Subsection (b) shall be applicable to a maximum of two (2) fire stations.

4. Fire Station Sites. The developers of the District shall make sufficient fire station sites in the District available for purchase by the City to permit the City to construct the fire stations required by Subsection (a) of Subsection 2 of this Section IX. The location and size of such sites shall be as mutually agreed upon by the City and the developers of that Region of the District in which the fire station shall be located, and neither the agreement of such developers nor the agreement of the City as to the location and size of any such site shall be unreasonably withheld. The purchase price for such sites shall be $7,500 per full acre and a proportional amount for any fraction of an acre included in the site.

5. Public Works Maintenance Building Site. The developers of the District shall make a site in the District, not to exceed five (5) contiguous acres in size, available for purchase by the City for use by the City for construction of a public works maintenance building and other uses related thereto. Subject to the size limitation provided for herein, the location and size of such site shall be as mutually agreed upon by the City and the developers of that Region of the District in which the site shall be located, and neither the agreement
of such developers nor the agreement of the City as to the location and size of any such site shall be unreasonably withheld. The entire site shall be purchased at one time at a purchase price of $10,000 per full acre and a proportional amount for any fraction of an acre.

6. Construction of Public Works Maintenance Building. Subject to the City's having met and performed each and both of the conditions precedent set forth below in Subsections (a) and (b) of this Subsection 6, and subject to the provisions of Subsections (c) and (d) of this Subsection 6, at such time as the City shall require and desire to construct a public works maintenance building (hereinafter called the "maintenance building") in the District, the developers of the Region in which the maintenance building is to be located shall, at the City's request, construct, or cause to be constructed, the maintenance building, and transfer and convey, or cause to be transferred and conveyed, to the City the maintenance building and the site on which the maintenance building is located, in the same manner and on the same terms and conditions which are set forth with respect to the Region I Fire Station in Subsections (b), (e) and (f) of Subsection 1 of this Section IX.

(a) It shall be a condition precedent to the obligations of such developers to perform the acts, or cause to be performed the acts, or to incur or cause to be incurred the costs and expenses,
pursuant to the above provisions of this Subsection 6, that the City shall (prior to the City's making the request of the developers provided for above in this Subsection 6) use its best efforts (y) itself to construct or contract for the construction of, or cause others than the developers to construct or contract for the construction of, the maintenance building, and (z) itself to finance, or cause others than the developers to finance, the costs and expenses of such construction and of the site, in such manner and upon such terms (as may then be legally available to the City) so that the interest paid with respect to such financing will be exempt, in whole or in part, from Federal income taxation.

(b) It shall be an additional condition precedent to the obligations of such developers to perform the acts, or cause to be performed the acts, or to incur or cause to be incurred the costs and expenses pursuant to this Subsection 6, that the said request of the City to the developers with respect to the maintenance building provided for above in this Subsection 6 shall be accompanied with an opinion of counsel in form and substance, and from counsel, satisfactory to such developers, to the effect that the obligations of the City to pay the purchase price for the maintenance building and its site in the manner provided for
in Subsection (f) of Subsection 1 of this Section IX, and at the interest rate therein provided for, will be a legally enforceable and binding obligation of the City. If such developers, in reliance on a favorable opinion of counsel as required by this Subsection (b), shall have incurred costs and expenses pursuant to this Subsection 6, but such an opinion shall not be obtainable at the time when the transfer and conveyance of the maintenance building and site is required, the City shall pay for and finance the purchase of the maintenance building from such developers, if such developers shall have constructed the maintenance building, or from such other entity which the developers shall have caused to construct such maintenance building, as the case may be, at the full purchase price provided for herein, by whatever means are then available to the City, including, without limitation, the issuance and sale of general obligation bonds. It is agreed that the firm of Chapman and Cutler, 100 West Monroe Street, Chicago, Illinois 60603, will be satisfactory counsel for the purposes of rendering the opinions provided for in this Subsection (b).

(c) The maximum amount of costs and expenses which such developers shall be obliged to incur, or
cause to be incurred, for the construction of the maintenance building shall be $75,000, and such developers shall have no obligation to purchase, or cause to be purchased, equipment for the maintenance building. Any amount required for the construction of such maintenance building in excess of $75,000 shall be paid by the City.

(d) The obligations of the developers of the District pursuant to this Subsection 6 shall be applicable to no more than one public works maintenance building.

7. Fire Protection Districts. After annexation of the Territory to the City, the City shall take such action as may be appropriate to effectuate the disconnection of all properties included in the Territory from the respective Fire Protection Districts in which such properties may be located at the time of such annexation. Such action shall include, but not be limited to:

(a) Intervening and participating in any legal action that may be brought to prevent such disconnection;

(b) Entering into agreements to provide, at such cost as may be required by the ordinances of the
City, fire protection to areas in any such Fire Protection District which cannot conveniently be protected by such Fire Protection District as a result of such annexation; and

(c) Granting to any such Fire Protection District the right to use City roads, streets and water facilities to enable such Fire Protection District to render fire protection to areas in such Fire Protection District which cannot otherwise conveniently be protected by such Fire Protection District as a result of such annexation.


(a) To reimburse the City for the City's direct costs incurred in supplying certain City services to the District during the beginning period of the District's development, the developers of the District shall, subject to the provisions of Subsections (i), (ii) and (iii) of this Subsection 8(a), pay to the City for each calendar quarter (three-month period) commencing with the calendar quarter beginning October 1, 1973 and ending with the last calendar quarter which falls within the Payment Period (as such term is defined in Subsection 8(a)(iii) below) an amount estimated by the City to be required to pay for the cost to the City during such calendar quarter of the services described in Subsection 8(a)(i) below.
(i) The City costs which the payments provided for in this Subsection 8 are designed to cover (hereinafter called "Service Costs") and which shall be includable in the schedules of estimated Service Costs provided for in Subsection 8(c) below shall include direct costs attributable to the District for the provision of City services to the District, including by way of example, but not by way of limitation, police protection, fire protection, garbage collection and street and highway maintenance in or attributable to the District; provided, that Service Costs shall not include any allocation of general City overhead or administrative expenditures that might be attributable to the District.

(ii) Regardless of the City's estimate of Service Costs for any calendar quarter during the Payment Period, the maximum payment which may be required from the developers of the District for any calendar quarter during the Payment Period shall be $150,000 until the aggregate maximum amount of required payments provided for in Subsection 8(a)(iii) below is reached; provided, that if a payment for any calendar quarter, based on the City's estimate of Service Costs for such calendar quarter, is less than such
maximum payment which may be required from such developers for such calendar quarter, the amount by which it is less (hereinafter in this Subsection 8(a) called the "credit") may be added to and thereby increase the maximum payment which may be required from such developers for any one or more succeeding calendar quarters. If the amount of a credit is added to the maximum payment which may be required from such developers for more than one succeeding calendar quarter, the aggregate of the amounts so added may not exceed the amount of the credit.

(iii) The aggregate maximum amount of all payments which the developers of the District shall be required to make pursuant to this Subsection 8(a) shall be $750,000. The amount, if any, by which the total of all payments made to the City pursuant to this Subsection 8(a) shall have been less than $750,000 on the date on which the Regional Shopping Center shall be open for business (as such phrase is defined in Subsection 2 of Section IV of this Agreement) shall be paid to the City by the developers of the District promptly after such opening date. Upon payment of the aggregate maximum amount of $750,000 pursuant to this Subsection 8(a), all obligations of the developers of the District under this Subsection 8(a) shall terminate, whether or not the Regional Shopping
Center is then open for business. The term "Payment Period" as used in this Subsection 8(a) shall be that period beginning with the date of annexation of the Territory to the City and terminating at the end of the calendar quarter during which the Regional Shopping Center shall open for business or the calendar quarter in which the total of all payments made by the developers of the District pursuant to this Subsection 8(a) shall have reached the aggregate maximum amount of $750,000, whichever first occurs.

(b) If the Regional Shopping Center shall not be open for business (as such phrase is defined in Subsection 2 of Section IV of this Agreement) on or before January 1, 1975, the developers of the District shall, subject to the provisions of Subsections (i) and (ii) of this Subsection 8(b), loan to the City for each calendar quarter (three-month period) commencing with the first calendar quarter after January 1, 1975 for which the total payment made pursuant to Subsection 8(a) of this Section IX shall be less than $100,000 and ending with the calendar quarter during which the Regional Shopping Center shall open for business an amount estimated by the City to be required to pay for Service Costs during such calendar quarter.

(i) Regardless of the City's estimate of Service Costs for any such calendar quarter, the
maximum amount which the developers of the District may be required to loan to the City for any such calendar quarter shall be the lesser of $100,000 or the amount by which any payment made for such calendar quarter pursuant to Subsection 8(a) of this Section IX shall be less than $100,000 until the aggregate maximum amount of loans provided for in Subsection 8(b)(ii) below is reached; provided that if a loan for any such calendar quarter, based on the City's estimate of Service Costs for such calendar quarter, is less than such maximum loan which may be required from such developers for such calendar quarter, the amount by which it is less (hereinafter for purposes of this Subsection 8(b) called the "credit") may be added to and thereby increase the maximum loan which may be required from such developers for any one or more succeeding calendar quarters. If the amount of a credit is added to the maximum loan which may be required from such developers for more than one succeeding calendar quarter, the aggregate of the amounts so added may not exceed the amount of the credit.

(ii) The aggregate maximum amount of all loans which the developers of the District shall be required to make pursuant to this Subsection 8(b) shall be $500,000, and upon the making of loans in such maximum amount, all obligations of the developers of the District to make loans pursuant to this Subsection 8(b) shall terminate; provided
however, that if the Regional Shopping Center shall open for business prior to the making of such maximum amount of loans, the developers of the District shall have no further obligation to make any loans in or for any calendar quarter following the calendar quarter during which the Regional Shopping Center shall open for business, and from and after the end of the calendar quarter in which the Regional Shopping Center shall open for business, all obligations of the developers of the District to make loans pursuant to this Subsection 8(b) shall terminate.

(iii) The aggregate amount of all loans made by the developers of the District to the City pursuant to this Subsection 8(b) shall be repaid by the City in four (4) equal annual installments (the first such installment to be due and payable two (2) years after the date on which the last of such loans shall have been made) with interest at the rate of one percent (1%) over the prime rate of interest from time to time charged to large corporate borrowers by The First National Bank of Chicago from the date on which each such loan shall have been made to the City; provided, that any portion of such aggregate amount may be prepaid by the City at any time without penalty, and, provided further, that any portion of such aggregate amount which is repaid

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by the City within one year after the date on which the last of such loans shall have been made shall bear no interest.

(c) At least thirty (30) days prior to the commencement of the calendar quarter beginning October 1, 1973 and at least thirty (30) days prior to the commencement of each calendar quarter thereafter until the termination of the obligations of the developers of the District pursuant to Subsections 8(a) and 8(b) of this Section IX, the City shall deliver to Urban (for the developers of Region I) and to Metropolitan Crown (for the developers of Region II) a written counterpart of a schedule of its estimated Service Costs for such calendar quarter, and the payment of or the loan for such estimated Service Costs, as the case may be, or the maximum payment or maximum loan which may be required for such calendar quarter, as the case may be, whichever is the less, shall be made by the developers of the District within ten (10) days after receipt of such schedule; provided, that the schedule of estimated Service Costs for the calendar quarter beginning October 1, 1973 may include estimated or actual Service Costs for the period between the date of annexation of the Territory to the City and October 1, 1973.

9. **Payment for City Annexation Expenses.** The developers of the District recognize that the City has incurred substantial costs in connection with the preparation of this Agreement and matters related thereto, and to
reimburse the City for such costs, such developers agree to pay $35,000 to the City within ten (10) days following the annexation date.

X.

TERM

1. The parties hereto agree that the term of this Agreement shall be twenty (20) years.

2. This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the City hereby exercises its powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois. Simultaneously with the annexation of the Territory, and without further public hearings, the City agrees to adopt such ordinances as may be necessary to effectuate the use of its home rule powers, including amendments applicable to the Local Improvement Act. The City recognizes and agrees that the entry into this Agreement, the annexation of the Territory to the City and the zoning of the District as a planned development district are upon the express reliance by the record owners and developers that the terms and provisions of this Agreement shall be valid for a period of twenty (20) years, and that the City will take no action which will in any way be contrary to, or inconsistent with, the terms and provisions of this Agreement.
3. The City hereby recognizes and agrees that the development of the District as a planned development district and the enactment of the Zoning Amendment creating the District as a planned development district in accordance with the Plan Description shall constitute the District as a single unified land use, and that commencement of development within any part of the District shall constitute and be regarded as the use of the entire District as a planned development district in accordance with the Plan Description. Except as provided for in this Agreement or in the Plan Description, no changes or amendments in the Zoning Ordinances which shall directly or indirectly adversely affect the use or development of the District as a planned development district in accordance with the Plan Description shall be of any effect, and the District and each and all parts thereof shall be recognized, for the purposes of any such change or amendment to the Zoning Ordinance, as a "prior non-conforming use".

XI.

GENERAL PROVISIONS

1. General City Services. From and after the annexation of the Territory to the City, the City shall from time to time provide, on a basis comparable to and not less favorable than that applicable to other areas of the City, all services for the Territory and the occupants and properties located therein of the same kind, character and quality, including, without limitation, public transportation, police protection, fire protection and the
collection and disposal of garbage and trash, which are at any such time provided for other areas of the City.

2. **Consent to the Establishment of the Planned Development District.** The owners of record of the properties in the District, by executing this Agreement, consent to the establishment of the District as a planned development district pursuant to the provisions of Subsection 14.7 of the Zoning Ordinance in accordance with the terms of the Plan Description.

3. **Exculpation.**

(a) Except as expressly provided for in Subsections (b), (c) and (d) of this Subsection 3, except as expressly provided for in Section V of this Agreement, and except as expressly provided for in Subsection 16 of Section XI of this Agreement, the obligations and agreements set forth in this Agreement shall be binding upon the record owners, from time to time, of the real property located within the District, and shall be binding at all times upon the real property comprising the District.

(b) Except as expressly provided for in this Agreement, only the persons and entities who are named parties hereto shall be liable under the provisions hereof. No parent, subsidiary or stockholder of any corporate party hereto, and no disclosed or undisclosed principal of any party hereto, and no
trustee under any land trust (herein referred to as "Trustee") shall be liable in the event of any default under this Agreement or the Plan Description and the same are hereby expressly released and relieved from any and all personal liability or responsibility in connection with such defaults. With respect to any Trustee, comprising one of the parties hereto, or, at any time one of the record owners of the real property located within the District, it is expressly agreed and understood by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the obligations and agreements in this Agreement or in the Plan Description, while made in form purporting to be the obligations and agreements of the Trustee as a party hereto, or as a record owner, from time to time, of the real property located within the District, are nevertheless, and each and every one of them, made and intended not as obligations and agreements of said Trustee or for the purpose or with the intention of binding said Trustee personally, and this Agreement is executed and delivered by, and shall be binding upon, said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that any and all of such obligations and agreements are intended to be obligations and agreements of, and shall be binding upon, the beneficiaries under said
land trusts or their successors in rights of ownership and control of said land trusts, and not said Trustee.

(c) It is expressly agreed and understood that, notwithstanding anything in this Agreement to the contrary, the obligations and agreements set forth in Subsection IV 2 of this Agreement shall be solely the obligations and agreements of the entities named in Subsection IV 4 of this Agreement, the obligations and agreements set forth in Subsection IV 8 shall be solely the obligations and agreements of the persons or entities to be agreed upon by the City and the developers of Region II in accordance with Subsection IV 10 of this Agreement, the obligations and agreements set forth in Subsection V 4(h) shall be solely the obligations of the entities named therein or otherwise acceptable to the City as provided for in said Subsection V 4(h) and the obligations and agreements set forth in Subsection VI 4(a) shall be solely the obligations and agreements of those persons or entities acceptable to the City in accordance with the provisions of said Subsection VI 4(a), and none of the said guarantee obligations set forth in Subsections IV 2, IV 8, V 4(h) and VI 4(a) shall be binding upon the real property comprising the District.

(d) It is expressly agreed and understood that the respective obligations of the developers of the
District, or the developers of Region I or Region II respectively, set forth in Subsections 1, 2, 3, 6 and 8 of Section IX of this Agreement, shall be solely the obligations and agreements of the respective entities referred to in said Subsections, and none of the said obligations set forth in said Subsections shall be binding upon the real property comprising the District. If any of said developers shall sell, convey or otherwise transfer all or any part of the real property in the District owned on the date of annexation by such developers, the transferees who shall become the record owners from time to time of such real property may, or may not, expressly and specifically assume some or all of the obligations of the respective developers set forth in said Subsections 1, 2, 3, 6 and 8 of Section IX, and such transferees shall not be deemed to have assumed any of the obligations, except only to the extent, if any, of such express and specific assumption of such obligations by such transferees in the agreement, deed or other instrument effecting the sale, conveyance or other transfer to such transferees. Such express and specific assumption by such transferees of such obligations shall not relieve the respective developers from their respective obligations set forth in said Subsections, but the respective developers shall be entitled to a credit against their respective obligations to the extent and in the amount of any moneys at any time and from time to time received by the City from such transferees, or other performance,
at any time and from time to time by such transferees, with respect to said respective obligations.

4. Stop Orders. The City shall not issue any stop orders directing work stoppage on buildings or other parts of the development of any development phase of the District without setting forth the Section of the Code of Ordinances or Plan Description allegedly violated by the developer of such development phase, and such developer may forthwith proceed to correct such violations as may exist.

5. Certificates of Occupancy. The City shall issue certificates of occupancy within seven (7) days of application therefor or issue a letter of denial within said period of time informing the developer or person applying for the same specifically as to what corrections are necessary as a condition to the issuance of a certificate of occupancy and quoting the Section of the Code of Ordinances or the Plan Description relied upon by the City in its request for correction.

6. All Action Taken. The parties hereto agree that there has been taken all action required by law, including the holding of such public hearings as may be required, to bring about the amendments, exceptions and variances to the Zoning Ordinance, the Subdivision Control Ordinance and other related ordinances, and the adoption of
such other ordinance amendments, exceptions and variances, as may be necessary or proper in order to zone and classify the property to be annexed hereunder, so as to enable the same to be used and developed as contemplated herein and in the Plan Description and to enable the parties to execute this Agreement and fully carry out all the covenants, agreements, duties and obligations created and imposed by the terms and conditions hereof.

7. Limitation on Liability.

(a) The liability of Metropolitan (including any partnership, venture or other entity that succeeds to its interest) hereunder shall be limited solely to the assets or property, after deduction of liabilities to which such assets or property may be subject, of Metropolitan or such partnership, venture or other entity; provided, that a dissolution, liquidation or termination of Metropolitan, whether or not Metropolitan is reconstituted by substantially the same partners of Metropolitan, shall not discharge or limit the liability of Metropolitan hereunder, but in the event of dissolution, the liability of Metropolitan or its successor in interest shall be limited to, or enforceable against, only the assets or property, after deduction of liabilities to which such assets or property may be subject, of Metropolitan as of the date of such dissolution, and in such event of liquidation or termination, the liability of any distributee, including any general partner of Metropolitan,
shall be limited to the value, as of the date of such liquidation and distribution, of the assets or property, after deduction of liabilities to which such assets or property may be subject, of Metropolitan received by such distributee. Subject to the foregoing provision relating to distributees, no partner of Metropolitan, or such partnership, venture or other entity, shall be personally liable in respect of any claim arising out of or related to this Agreement, and the deficit capital account of a partner in Metropolitan, or such partnership, venture or other entity, shall not be deemed an asset or property of Metropolitan, or such partnership, venture or other entity.

(b) The liability of Crown (including any partnership, venture or other entity that succeeds to its interest) hereunder shall be limited solely to the assets or property, after deduction of liabilities to which any such assets or property may be subject, of Crown or such partnership, venture or other entity; provided, that a dissolution, liquidation or termination of Crown, whether or not Crown is reconstituted by substantially the same partners of Crown, shall not discharge or limit the liability of Crown hereunder, but in the event of dissolution, the liability of Crown or its successor in interest shall be limited to, or enforceable against, only the assets or property, after deduction of liabilities to which any such assets or property may be subject, of Crown as of the date of
such dissolution, and in such event of liquidation or termination, the liability of any distributee, including any partner of Crown, shall be limited to the value, as of the date of such liquidation and distribution, of the assets or property, after deduction of liabilities to which any such assets or property may be subject, of Crown received by such distributee. Subject to the foregoing provision relating to distributees, no partner of Crown, or such partnership, venture or other entity, shall be personally liable in respect of any claim arising out of or related to this Agreement, and the deficit capital account of a partner in Crown, or such partnership, venture or other entity, shall not be deemed an asset or property of Crown, or such partnership, venture or other entity.

(c) Crown does hereby warrant and represent that as of the date hereof the "net worth" of Crown is in excess of $25 million. (For the purposes hereof, the "net worth of Crown" shall mean the fair market value of the assets and property of Crown minus all liabilities and obligations of Crown, said liabilities and obligations to be determined in accordance with generally accepted accounting principles.)

Crown does hereby agree with the City that at all times during the term of this Agreement that it, or any partnership, venture or other entity that may
succeed to it, will maintain a net worth (determined as provided herein) of not less than $25 million; provided, however, that such net worth requirement shall, as agreed upon by Crown and the City from time to time, be reduced as the obligations of the developers of Region II set forth in this Agreement shall be performed and complied with including, by way of example but not by way of limitation, the obligations of the developers of Region II under Sections IV, V and VI hereof.

If at any time during the term hereof the net worth of Crown, or of any partnership, venture or entity that may succeed to it, (determined as provided herein) shall be less than $25 million, and if at such time a claim shall be asserted against Crown, based on its obligations under and pursuant to this Agreement, then, to the extent that such net worth shall be less than $25 million, the partners of Crown, or of any partnership, venture or entity that may succeed to it, shall be personally liable with respect to such claim, provided and to the extent that the assets and property of Crown, or of any partnership, venture or entity that may succeed to it, are unavailable and insufficient to meet the amount of such claim.

8. Authority of Urban. The owners of record of the properties in the District, by executing this Agreement, confirm the authority of Urban to act in their
behalf with respect to all matters which require their consent or approval pursuant to the terms of this Agreement or pursuant to the terms of the Plan Description prior to the date of annexation of the Territory to the City; provided that such authority shall terminate as to the owners of record of Region II from and after the date of annexation of the Territory to the City, and further provided that any owner of record of property in Region I shall have the right to terminate such authority at any time by giving the City written notice of such termination.


(a) Any guarantor listed in Subsection 4 of Section IV of this Agreement may assign its obligations under the guarantee provided for in Subsection 2 of said Section IV, any guarantor under Subsection 10 of Section IV of this Agreement may assign its obligations under the guarantee provided for in Subsection 8 of said Section IV, any guarantor under Subsection 4(h) of Section V of this Agreement may assign its obligations under the guarantee provided for under said Subsection 4(h), and any guarantor under Subsection 4(a) of Section VI may assign its obligations under the guarantee provided for in said Subsection 4(a), in each case to any corporation, partnership or other entity which acquires all or substantially all of the property and

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assets of such guarantor by purchase, or by merger, consolidation or other method or methods of corporate reorganization, and upon such purchase, or such merger, consolidation or other method of corporate reorganization, such guarantor shall be released and relieved from its obligations under said respective guarantees; provided, that in the event of such an assignment by Crown under the provisions of this Subsection (a), Crown shall remain liable under its obligations so assigned by Crown, except to the extent that the corporation, partnership or other entity to which such assignment is made by Crown shall, in the reasonable discretion of the City, be financially acceptable to the City, in which case, upon the City's written confirmation of such acceptability, Crown shall be released and relieved from its obligations so assigned.

(b) Except for the limitations with respect to the assignment of obligations under guarantees provided for in Subsection (a) of this Subsection 9, any party hereto may assign its obligations under this Agreement to any corporation, partnership or other entity which acquires all or substantially all of the property and assets of such party hereto by purchase, or by merger, consolidation or other method or methods of corporate reorganization, and upon such purchase, or such merger, consolidation or other method of corporate
reorganization, such party shall be released and relieved from its obligations hereunder.

(c) Except as specifically provided for in Subsections 9(a) and 9(b) of this Section XI, and except as provided for in Subsection 3 of this Section XI of this Agreement, and except as provided for in Section V of this Agreement, and party hereto may sell, transfer and assign all or part of its duties and obligations hereunder to any corporation, partnership or other entity; provided however, that such party so selling, transferring and assigning its duties and obligations hereunder shall remain liable and responsible for the performance and compliance with such duties and obligations except to the extent that such transferee or assignee shall, in the City's sole discretion, be financially acceptable to the City, in which event, upon receipt of the City's written confirmation of such acceptability, such party so selling, transferring or assigning shall be released and relieved from its obligations hereunder.

10. Assignment and Waiver of Rights.

(a) Except as otherwise provided in Section V of this Agreement, it is agreed that as a part of, and in connection with, any sale, conveyance or other transfer of any real property comprising
the District, the developers, or any other seller, grantor or other transferor (whether theretofore having acquired the property so transferred from the developers or others) shall have the right to assign and transfer all, or part of, such developers' or other seller's, grantor's or other transferor's rights hereunder, expressly and specifically enumerated and specified in the agreement, deed or other instrument effecting such sale, conveyance or other transfer; provided, that only to the extent, if any, that, such developers or other sellers, grantors or transferors shall expressly and specifically in the agreement, deed or other instrument effecting such sale, conveyance or other transfer, expressly and specifically enumerate and specify the rights so transferred and assigned, shall such rights be deemed so assigned and transferred, and to the extent that such rights are not expressly and specifically so enumerated and so specified, such rights shall be deemed retained by and remain in such developers, and such other sellers, grantors and transferors.

(b) In the event of any such assignment or transfer of all or part of the rights of any developer or any other said seller, grantor or other transferor or assignor under Sections IV, V, VI, VII, VIII, IX or XI of this Agreement (where, after such assignment or transfer, the exercise of or waiver of any such
right or rights shall be in more than one entity, and may therefore result in differences between the holders of any such right or rights), each such assignment and transfer shall be subject to and provide for a method of resolving any differences that may arise with respect to the exercise or waiver of any such rights after such assignment or transfer. By way of example and not by way of limitation, such method may provide that in the event of any differences between the holders of such right or rights, such differences shall be resolved by a majority in number of the holders of such rights or by a majority in interest of the holders of such right or rights to the end that there will be a method available for the resolution of any such differences that may arise between holders of any such right or rights as to the exercise or waiver of such rights. Such method shall be subject to the approval of the City, which approval shall not be unreasonably withheld, and the City's approval of such a method shall be deemed to apply and be effective with respect to the use of the same or a similar method in the same or in comparable assignment circumstances. (By way of example and not by way of limitation, if such a method has been approved by the City with respect to a given assignment, such approval shall be deemed to apply (i) to any subsequent assignment or transfer of the same or similar rights by the same assignor or transferror to
the same number or a fewer number of assignees or transferees, or (ii) to any subsequent reassignment or retransfer of the same or similar rights by such assignee or transferee to the same number or a fewer number of assignees or transferees.

(c) Except as otherwise provided in this Agreement, the developers and the holder or holders from time to time of right or rights described in Subsection (b) of this Subsection 10 shall have the right to waive, in whole or in part, any such right or rights by written notice to the City; provided, that if such right or rights shall be in or held by more than one entity, then unless and until all of the entities holding such right or rights join in such waiver, such waiver shall be of no force or effect; and, provided further, that if any such right or rights shall be in or held by more than one entity, and if any differences shall arise with respect to the waiver of any such right or rights, such differences shall be resolved by the method provided for in Subsection (b) of this Subsection 10, and such waiver shall be effective if exercised in accordance with the said method so provided.

11. Annexation of Deleted Parcels. Pursuant to the provisions of Subsection V F. of the Plan Description, one parcel of land has been deleted from the land originally
included in the District at the time the Application for the establishment of the District as a planned development district was filed with the City. The City agrees, at any time or from time to time, at the request of the developers of the District, to take all action appropriate or necessary to annex such parcel to the City.

12. Incorporation of Defined Terms. All terms which are defined or described in the Plan Description when used in this Agreement shall have the same meaning given to them in the Plan Description unless specifically modified herein or unless the context clearly indicates some other meaning.

13. Defaults. If any party to this Agreement shall fail to perform any of its obligations hereunder, and the party or parties affected by such default shall have given written notice of such default to the defaulting party and such defaulting party shall have failed to cure such default with reasonable promptness after the receipt of such default notice, then, in addition to any and all other remedies that may be available, either in law or equity, the party or parties affected by such default shall have the right (but not the obligation) to take such action as in its or their reasonable discretion and judgment shall be necessary to cure such default, and the defaulting party, in such event, hereby agrees to pay and reimburse the party or parties affected by such default for all reasonable costs and expenses incurred by it or
them in connection with action taken to cure such default plus interest at a rate equal to the prime rate of interest charged by The First National Bank of Chicago to large corporate borrowers plus one percent (1%) per annum.

14. Plan Description. To the extent that any part of the Plan Description shall be contrary to, or inconsistent with, this Agreement and its Exhibits (other than Exhibit A), the terms and provisions of this Agreement and such Exhibits shall prevail and control.

15. Enforcement. Each of the parties hereto, or their successors in interest or assigns, may by civil action, mandamus, or other proceeding enforce each and all of the terms, conditions and provisions hereof.

16. Location of Sites and Properties and Rights-of-Way for Roads and Highways. Notwithstanding any provision of this Agreement to the contrary, and except as expressly provided in Subsection 15(b) of Section IV of this Agreement, the City shall have no right to request or require that a fire station site, the site for the public works maintenance building, easements for the construction and maintenance of transmission and distribution piping for the Phase I, Phase II and Phase III Water Facilities, or sites for water wells, water storage and pumping facilities and appurtenances related to such facilities, be located on property included in an approved Preliminary or Final Plan unless such easements, site or sites are designated on such
Plan, nor shall the City have the right to require the dedication, for the District Road and Highway Program, of properties or rights-of-way which are located on property included in an approved Preliminary or Final Plan unless such properties or rights-of-way are shown on such Preliminary or Final Plan as properties or rights-of-way to be reserved or dedicated for the District Road and Highway Program. The City may at any time or from time to time, with respect to any property in the District, (i) waive its rights as provided in this Agreement to request or require the location on such property of a fire station site or the public works maintenance building site, (ii) waive its rights as provided in this Agreement to request or require the granting of easements for the construction and maintenance of transmission and distribution piping for the Phase I, Phase II and Phase III Water Facilities, (iii) waive its rights as provided in this Agreement to request or require that sites for water wells, water storage and pumping facilities and appurtenances related to such facilities be made available for purchase or (iv) waive its right to require the dedication of properties or rights-of-way for the District Road and Highway Program.

17. Notice. Any notice or demand hereunder from any party hereto to another party hereto shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed as follows:

If to the City:

City of Aurora
44 East Downer
Aurora, Illinois 60504
If to the owners of record of the properties in the District or to Urban:

Urban Investment and Development Co.
401 North Michigan Avenue
Chicago, Illinois 60611

with copies to:

Metropolitan Structures
111 East Wacker Drive
Chicago, Illinois 60611

Henry Crown and Company (Not Incorporated)
300 West Washington Street
Chicago, Illinois 60606

Schradzke, Gould and Ratner
300 West Washington Street
Chicago, Illinois 60606

Sidley & Austin
One First National Plaza
Chicago, Illinois 60670

or to such address as any party may from time to time designate by notice to the other parties.

XII.

CONDITIONS TO ANNEXATION

1. No action shall be taken by the City to annex any part of the Territory to the City until and unless all of the Additional Annexation Agreements shall have been validly executed by the parties thereto.

2. No action shall be taken by the City to annex any part of the Territory to the City unless all of the Territory is annexed to the City at the same time and by the same ordinance or by separate ordinances concurrently adopted.
3. At any time after the execution of this Agreement when either of the conditions set forth in Subsections 1 and 2 above remain unfulfilled, Urban may withdraw the Annexation Petition, whereupon this Agreement and each Additional Annexation Agreement shall terminate without further obligation or liability on the part of the parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers upon the day and year first above written.

ATTEST:  

CITY OF AURORA, ILLINOIS,  
a municipal corporation  

By  

FOX VALLEY MALL VENTURE,  
a joint venture  

By  

ATTEST:  

URBAN INVESTMENT AND DEVELOPMENT  
CO.  

By  

SEARS, ROEBUCK AND CO.  

By  

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WESTBROOK VENTURE, a joint venture

ATTEST: 

[Signature]

URBAN INVESTMENT AND DEVELOPMENT CO.

by 

[Signature] 

Executive Vice President

SEARS, ROEBUCK AND CO.

by 

[Signature] 

Vice President

ATTEST: 

[Signature] 

Secretary

ATTEST: 

[Signature] 

Assistant Secretary

MAFCO, INC.

by 

[Signature] 

Executive Vice President

HENRY CROWN AND COMPANY (Not Incorporated), a partnership

By 

[Signature] 

ATTEST: 

[Signature] 

Assistant Secretary

EXCHANGE BUILDING CORPORATION

by 

[Signature] 

Vice President

METROPOLITAN STRUCTURES, an Illinois limited partnership

by 

[Signature] 

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LaSalle National Bank not individually or personally but solely as Trustee under the following Trusts:
Trust Nos. 41290 dated 9/10/70
        41173 dated 8/21/70
        44041 dated 5/1/72
        41276 dated 9/11/70

By [Signature]
Assistant Vice President

ATTEST:
[Signature]
Assistant Secretary

Chicago Title and Trust Company, not individually or personally but solely as Trustee under Trust No. 55815, dated September 18, 1970

By [Signature]
Assistant Vice President

ATTEST:
[Signature]
Secretary

American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust No. 24472.

By [Signature]
Assistant Vice President

ATTEST:
[Signature]
Assistant Secretary
LaSalle National Bank, not individually or personally but solely as Trustee under the following Trusts:

Trust Nos. 42938 dated 8/24/71
43192 dated 9/27/71
43522 dated 1/3/72
43524 dated 1/3/73
43820 dated 3/7/72
43926 dated 3/28/72
44044 dated 5/5/72
44165 dated 5/24/72
44319 dated 6/23/72
44740 dated 9/26/72
44741 dated 9/26/72
44742 dated 9/26/72
45126 dated 12/7/72
43043 dated 10/6/71
40299 dated 12/10/69
40363 dated 12/23/69
40457 dated 2/5/70
40722 dated 4/1/70
41036 dated 6/14/70
41663 dated 4/19/72
42193 dated 4/19/71
42898 dated 8/25/71
43024 dated 2/11/72
43788 dated 3/7/72
43924 dated 3/28/72
43925 dated 3/28/72
44223 dated 6/5/72
45477 dated 2/15/73
46315 dated 7/7/73

By

ASSISTANT Vice President

ATTEST:

ASSISTANT Secretary

Chicago Title and Trust Company, not individually or personally but solely as Trustee under the following Trusts:

Trust Nos. 54608
54738
55291
55494
57533
58527

By

ASSISTANT Vice President

ATTEST:

Secretary

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Chicago Title and Trust Company, not individually or personally but solely as Trustee under the following Trusts:
Trust Nos. 60385
56764

By

ASSISTANT
Vice President

American National Bank and Trust
Company of Chicago, not individually or personally but solely as Trustee under the following Trusts:
Trust Nos. 29180
29305
29374
29444
30029

By

Second
Vice President

ATTEST:

Ronald Beay
ASSISTANT Secretary

American National Bank and Trust
Company of Chicago, not individually or personally but solely as Trustee under the following Trusts:
Trust Nos. 75902
76116

By

Second
Vice President

ATTEST:

Ronald Beay
ASSISTANT Secretary
Merchants National Bank of Aurora, not individually or personally but solely as Trustee under the following Trust:
Trust No. 1913

By

Marian Murphy
Vice President

ATTEST:

[Signature]

[Signature]

[Signature]

[Signature]

Carol L. Meyer

Eleanor J. Huber

Nancy Huber Timmins

Barney Holland Timmins
Exhibit A I
FOX VALLEY EAST PLANNED DEVELOPMENT DISTRICT

Plan Description

This Plan Description consists of the following Parts:

Part One. A written explanation of the general character of the Proposed Planned Development District divided into the following Sections:

I. General description of the Proposed District.

II. Description of land uses to be included in the Proposed District.

III. Description of the development standards, design criteria and land improvement requirements applicable to the Proposed District.

IV. Description of requested modifications and exceptions from the Aurora Zoning Ordinance and the Aurora Subdivision Control Ordinance.

V. General provisions relating to the Proposed District.

Part Two. A legal description of the property to be included in the Proposed District.

Part Three. The following maps:
I. Map showing the boundaries of the Proposed District and the boundaries of Region I and Region II of the Proposed District.

II. Map showing the existing zoning of the Proposed District and adjacent properties.

III. Map showing existing utilities which will serve the Proposed District.

IV. Topographical map of the Proposed District.

V. Flood plain map of the Proposed District.

VI. Land use plan for the Proposed District.
FOX VALLEY EAST PLANNED DEVELOPMENT DISTRICT

Plan Description

Part One

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FOX VALLEY EAST PLANNED DEVELOPMENT DISTRICT

Plan Description

Part One

Section I

General Description of the Proposed District

For the purposes of this Plan Description the Proposed District (hereinafter called the "District") is divided into two contiguous parts, herein called Region I and Region II.

Region I consists of approximately seven hundred contiguous acres lying in an area bounded generally by Route 65 (Aurora Road) on the north, Route 34 (Oswego Road) on the south, Route 59 on the east and the easterly right-of-way line of the Elgin, Joliet & Eastern Railway Company on the west. The exact boundaries are set forth in a separate submission.

Region II consists of approximately three thousand four hundred and fifty contiguous acres located in an area bounded generally by Molitor Road on the north, the DuPage-Will County Line on the south, the westerly line of the north-south Commonwealth Edison Company right-of-way paralleling the Elgin, Joliet & Eastern Railway Company on the east and the DuPage-Kane County Line on the west with an added portion of the area bounded by an irregular line extending into Section 36.
in Aurora Township, Kane County, and with another portion extending to the east of the Elgin, Joliet & Eastern Railway Company and lying south of Route 34 (Oswego Road) in Sections 29 and 32 of Naperville Township, DuPage County. The exact boundaries are set forth in a separate submission.

The District, tentatively named Fox Valley East, is being planned as a New City extension of the City of Aurora, Illinois (hereinafter called the "City") to serve the present and future population in the Fox River Valley area east of the present city limits of the City.

The District's location at the junction of three major transportation systems: the East-West Tollway which is being extended to the western section of the state; the designated Fox Valley Freeway; and the Burlington Northern, Inc. commuter and inter-city rail line which serves Chicago, western Illinois and Iowa; make this planned new city a "gateway" for people and goods entering the Chicago metropolitan area from the west. Accordingly, uses planned are appropriate to its gateway function and location. These include a variety of residential, commercial, industrial, institutional and public uses designed to create a comprehensive economic and consumer service base which will not only assure the environmental and financial self-sufficiency of the District but also contribute to the economic and cultural well-being of the people of the City and surrounding communities.
In its own right the District will represent a major fiscal and territorial addition to the resources of the City and the other governmental units serving the DuKane Valley area.

Given its strategic location at the junction of three major transportation systems, the need to assure access for an adequate labor force to support the various commercial, institutional and industrial uses, and the overriding public interest in providing efficient high quality commuter service for local residents to places of employment in and near the central city, a Transportation Center for the interchange of rail, bus, private automobile and other forms of traffic is under discussion. A balanced transportation system will be planned for the District. In planning transportation facilities within the District, emphasis will be placed on the impact of proposed new facilities on the existing local and area-wide transportation structures. Vehicular and pedestrian circulation patterns will be planned so as to minimize pedestrian-vehicular conflict.

Region I will offer the area a regional shopping center (hereinafter called the "Regional Shopping Center") featuring nationally renowned retailers including major department stores of Marshall Field & Company and Sears, Roebuck and Co. On the basis of current experience with similar shopping centers in other parts of the
Chicago metropolitan area, the shopping center will generate several thousand new jobs and well over $100,000,000 in annual sales.

Substantial areas in the District are proposed for business, manufacturing, office and other uses to serve both local and regional needs. Provision for manufacturing facilities is consistent with the historic industrial role of the Fox River Valley area and gives material substance to county and regional public planning objectives of encouraging further industrial development in this section of the Chicago metropolitan area.

The housing units contemplated in the District are to be distributed among single-family homes, townhouses, garden apartments and multi-story buildings.

Because of the necessarily extended development period for an undertaking of this magnitude, the details as to housing types, sizes and amenities in the District will be determined by market experience as successive groups of housing units are completed and made available. It is contemplated that a high degree of home and apartment ownership will prevail and that a broad spectrum of housing types and prices will be made available to meet the needs of the labor force required by the area's industries and for those drawn to this new city by its location and amenities.
Community amenities will be included in the District, and planning for schools, parks, libraries, transportation and other community facilities and amenities in the District will receive the same care as the planning of housing.

Care will be taken in the planning of the District to preserve and stabilize the ecology of the area. The natural resources and characteristic land forms of the area shall, wherever possible, be preserved with the concept in mind that a community and its environment must be viewed as one. Measures will be taken during construction to prevent erosion of exposed top soil.

By virtue of its geographic position between the Fox River, one of the few natural scenic features in the Chicago region, and the proposed Springbrook forest preserve, the District is uniquely located to significantly augment the scenic and recreational facilities of this general area. Sites will be reserved in appropriate locations for schools and parks to assure the availability of these essential community facilities and to enhance the residential quality of areas designated for housing.
The District shall be developed into the land use Areas described below and in accordance with the land use plans included in Part Three of this Plan Description, which land use plans may be changed from time to time as provided for in Subsection I. of Section V hereof. On each Preliminary Plan and Final Plan (hereinafter called "Preliminary Plan" and "Final Plan") submitted for approval in accordance with Subsection 14.7 of City Ordinance No. 3100 (which Ordinance No. 3100, together with all amendments thereto, is hereinafter collectively called the "Zoning Ordinance"), and on each General Development Plan submitted pursuant to Subsection V J. hereof, the land use Areas to be included in that part of the District covered by such Preliminary or Final Plan or General Development Plan shall be indicated.

A. Business Areas.

1. Permitted Uses.

   a. In neighborhood shopping center Business Areas of the District which are fifteen acres or less in size and are located adjacent to a Residential Area of the District, and in all other
Business Areas of the District which do not meet the requirements of Subsection b. of this Subsection 1., the permitted uses shall be any of the uses permitted on the date of the approval by the City Council of the City (hereinafter called the "City Council") of the application for establishment of the District (hereinafter called the "approval date") in the B-1, B-2 and O districts as set forth and provided for in the Zoning Ordinance; provided, that with the approval of the City Council, which approval may be given as part of the approval of a Preliminary or Final Plan, uses permitted by the Zoning Ordinance on the approval date in B-3 districts may be permitted in any such Business Areas.

b. In Business Areas of the District other than neighborhood shopping center Business Areas described in Subsection a. above, which Business Areas are planned and developed as a unit, and the planning and development of which are under single, unified or coordinated control (regardless of ownership), the permitted uses shall be any of the uses permitted on the approval date in the B-1, B-2, B-3 and O districts as set forth and provided for in the Zoning Ordinance; provided, that (i) without the approval of the City Council, which approval may be given as part of the approval of a Preliminary or Final Plan, dwellings may not be located over a use permitted on the approval date only in B-3
districts as set forth and provided for in the Zoning Ordinance, and (ii) the uses described in Subsections 12.4-1.29, 12.4-1.36 and 12.4-1.38 of the Zoning Ordinance on the approval date shall not be permitted in any such Business Areas of the District.

c. Any uses that become permitted uses in said B-1, B-2, B-3 and O districts of the Zoning Ordinance subsequent to the approval date shall be deemed to have been permitted uses in said districts on the approval date.

d. The following additional uses shall be permitted throughout Business Areas of the District:

(1) Auditoriums, stadiums, arenas, armories, gymnasiums and other similar places for public events.

(2) Bus terminals, railroad passenger stations, freight terminals, and other public transportation terminal facilities.

(3) Municipal or privately owned recreation buildings and community centers.
(4) Nursery schools and day nurseries.

(5) Police stations and fire stations.

(6) Public buildings, including art galleries, post offices, libraries, museums and similar buildings.

(7) Public telephone booths not installed in a building or structure but standing in the open for the general use of the public.

(8) Public or private parks and playgrounds.

(9) Public utility facilities, i.e., filtration plants, water reservoirs and pumping stations, heat or power plants, transformer stations and other similar facilities.

(10) Radio and television transmitting or antenna towers (commercial) and other electronic equipment requiring outdoor structures, and including antenna towers used for the sending of private messages.
(11) Rest homes and nursing homes.

(12) Schools, elementary, high and college, public or private.

(13) Clinics and medical centers.

(14) Golf courses, public or private.

(15) Hospitals or sanitariums, public or private.

(16) Telephone exchanges, antenna towers and other outdoor equipment essential to the operation of the exchanges.

2. **Percentage Limitations.** The percentage of the land in Region I which may be devoted to Business Areas shall be a minimum of forty-five percent and a maximum of seventy-five percent. The percentage of the land in Region II which may be devoted to Business Areas shall be a minimum of five percent and a maximum of fifteen percent.
B. Manufacturing Areas.

1. Permitted Uses. Any of the uses permitted on the approval date in the M-1 and O districts as set forth and provided for in the Zoning Ordinance shall be uses permitted throughout the Manufacturing Areas of the District; provided, that:

   a. The uses described in Subsections 12.4-1.29; 12.4-1.36; 12.4-1.38; 12.5-1.9 and 13.2-1.20 of the Zoning Ordinance on the approval date shall not be permitted;

   b. Any uses that become permitted uses in said M-1 and O districts subsequent to the approval date shall be permitted uses throughout such Manufacturing Areas; and

   c. The following additional uses shall be permitted throughout such Manufacturing Areas:

      (1) Airport, landing field, or landing strip, subject to the Civil Aeronautics Administration certifying that a new or reoriented runway will not interfere with the flight pattern of any established airport, landing field or landing strip.
(2) Bus terminals, railroad passenger stations, freight terminals, and other public transportation terminal facilities.

(3) Public telephone booths not installed in a building or structure but standing in the open for the general use of the public.

(4) Railroad rights-of-way.

(5) Any use listed as an additional use in Subsection A.1.c. of this Section II except the uses listed in clauses (4), (11), (12) and (15) of said subsection.

(6) Cultural, educational and child care facilities when part of and related to a planned industrial park.

(7) Outdoor theaters.

d. In any part of any Manufacturing Area of the District which is, at the time when a Preliminary Plan including such part of the Manufacturing Area is submitted for approval, within one hundred feet of the boundary of a Residential Area of the
District or the boundary of an area outside the District which was, on the approval date, and is, at the time when such Preliminary Plan is submitted for approval, zoned for residential use, the permitted uses in such part shall be limited to (1) warehouse or parking facilities associated with any uses located in the Manufacturing Area; (2) any uses permitted in the B-1, B-2, B-3 and O districts as set forth and provided for in the Zoning Ordinance on the approval date; and (3) any uses that become permitted uses in said districts subsequent to the approval date; provided, that if the boundary of such Residential Area or such area outside the District shall be in a road, highway, railroad or similar right-of-way or in a stream, park, river or similar natural barrier, the depth of that part of such right-of-way or natural barrier which is within such Residential Area or such area outside the District zoned for residential use may be deducted from the one-hundred-foot requirement for the part of the Manufacturing Area in which the permitted uses shall be so limited. The provisions of this Subsection II B.1.d. shall not apply to the Region II Manufacturing Area designated as "Restricted Manufacturing Area" on the land use plan included as map number VI in Part Three of this Plan Description, or in such Area as it may be enlarged or contracted pursuant to Subsection V I. hereof.
e. In the Region II Manufacturing Area designated as "Restricted Manufacturing Area" on the land use plan included as map number VI in Part Three of this Plan Description or in such Area as it may be enlarged or contracted pursuant to Subsection V I. hereof, neither the uses described in Subsections 13.2-1.10; 13.2-1.11; 13.2-1.18; 13.2-1.19; 13.2-1.32; 13.2-1.33; 13.2-1.36; 13.2-1.38; 13.2-1.51; 13.2-1.52; 13.2-1.54; 13.2-1.56 and 13.2-1.57 of the Zoning Ordinance on the approval date; nor a retail commercial structure having more than two hundred and fifty thousand square feet of gross floor area devoted to retail sales and service operations shall be permitted.

2. Percentage Limitations. The percentage of the land in Region I which may be devoted to Manufacturing Areas shall be a maximum of ten percent. The percentage of the land in Region II which may be devoted to Manufacturing Areas shall be a minimum of twenty percent and a maximum of fifty percent.

C. Residential Areas.

1. Permitted Uses. Any of the uses permitted on the approval date in the R-1, R-2, R-3, R-4, R-5 and R-5A districts as set forth and provided for in the Zoning Ordinance shall be uses permitted throughout the Residential Areas of the District; provided, that one-family row
dwellings (party wall) may have eight dwellings in a row or building, and provided further, that:

a. Any uses that become permitted uses in said R-1, R-2, R-3, R-4, R-5 and R-5A districts subsequent to the approval date shall be permitted uses throughout such Residential Areas; and

b. The following additional uses shall be permitted throughout such Residential Areas:

(1) Golf courses, public or private.

(2) Municipal or privately owned recreation buildings and community centers.

(3) Nursery schools and day nurseries.

(4) Police stations and fire stations.

(5) Public buildings, including art galleries, post offices, libraries, museums and similar buildings.

(6) Public or private parks and playgrounds.
(7) Public telephone booths not installed in a building or structure but standing in the open for the general use of the public.

(8) Public utility facilities, i.e., filtration plants, water reservoirs and pumping stations, heat or power plants, transformer stations and other similar facilities.

(9) Rest homes and nursing homes.

(10) Schools, elementary, high and college, public or private.

(11) Telephone exchanges, antenna towers and other outdoor equipment essential to the operation of the exchanges.

2. Percentage Limitations. The percentage of the land in Region I which may be devoted to Residential Areas shall be a minimum of twenty percent and a maximum of fifty percent. The percentage of the land in Region II which may be devoted to Residential Areas shall be a minimum of thirty-five percent and a maximum of sixty-five percent.
D. Open Space.

Land shall be reserved for public open space, parks and recreation uses in accordance with the provisions of Subsection B.19. of Section IV hereof.

E. School Sites.

Land shall be reserved for school sites in accordance with the provisions of Subsection B.19. of Section IV hereof.

F. Existing and Temporary Uses in the District.

Any lawfully established use of a building or land in the District, including farm and agricultural uses, which is established or being carried on on the approval date, may be continued pending the commencement of construction in accordance with approved Final Plans for the land on which such building is located or on which such use is established or being carried on. Subject to the provisions of Subsection A.9. of Section III hereof, temporary uses of a building or land in the District may be permitted pending the commencement of construction in accordance with approved Final Plans for the land on which such building is located or on which such temporary use is permitted. Any such temporary use shall be compatible with existing uses in the area where such temporary
use is located. Except as provided for herein, after complete development of the District in accordance with approved Final Plans, no uses of a building or land shall be allowed except uses permitted by approved Final Plans for the District. If, pursuant to the provisions of Subsection 15.5-3 of the Zoning Ordinance, the City Council shall at any time rezone any property in the District, the City Council shall have the right to require the abatement of any use of a building located on or land included within such rezoned property which shall have been an established use on the approval date but which shall not be a permitted use on such property following such rezoning action.

G. Determination of Percentage Limitations.

The percentage limitations provided for in Subsections A.2., B.2. and C.2. of this Section II shall be applied to the land area of a Region after deducting from such land area all land devoted to or reserved or dedicated for (i) above ground public utility buildings and structures required to service the Region and (ii) rights-of-way for public streets, highways and alleys. Land area devoted to or reserved or dedicated for school and other public building sites and public parkways, walkways and drainage courses shall be included in the land area to which such percentage limitations shall be applied. In determining the percentage of land devoted to each land use Area, land devoted to parking and private open space, park and recreational facilities shall be included.
FOX VALLEY EAST PLANNED DEVELOPMENT DISTRICT

Plan Description

Part One

Section III

Development Standards, Design Criteria and
Land Improvements

A. Zoning Standards.

The standards set forth in this Subsection III A. shall be applicable to all buildings and structures and the use of all land in the District in lieu of comparable or similar standards or requirements of the Zoning Ordinance, and all provisions and requirements of the Zoning Ordinance inconsistent with the standards set forth herein shall be inapplicable. Any uncertainty between the applicability of a standard or requirement of the Zoning Ordinance and the applicability of a standard set forth herein shall be resolved in favor of the standard set forth herein.

1. Dwelling Standards.

a. One-Family Dwellings. Each one-family one-story dwelling shall have a total ground floor area of not less than seven hundred and fifty square feet. Each one-family dwelling of more than one story shall have a total floor area of not less than nine hundred and fifty square feet.
b. Two-Family Dwellings. Each two-family dwelling shall have a total floor area per dwelling unit of not less than seven hundred and fifty square feet.

c. Multiple-Family Dwellings and Apartments. Multiple-family dwellings and apartments shall have a minimum total floor area per dwelling unit as follows:

<table>
<thead>
<tr>
<th></th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Efficiency apartments</td>
<td>450</td>
</tr>
<tr>
<td>(2) Apartments with one bedroom</td>
<td>650</td>
</tr>
<tr>
<td>(3) Apartments with two bedrooms</td>
<td>850</td>
</tr>
<tr>
<td>(4) Apartments with three bedrooms</td>
<td>1000</td>
</tr>
<tr>
<td>(5) Apartments with four or more bedrooms</td>
<td>1100</td>
</tr>
</tbody>
</table>

In all cases, ground floor area or floor area shall be measured from the outside of the exterior walls, shall include utility rooms, but shall not include cellars, basements, open porches, balconies, breezeways, garages and other spaces that are not used frequently or during extended periods for living, eating or sleeping purposes. A basement shall not be considered as a story for the purposes of this Subsection III A.1.

2. Building Height.

a. Residential Areas. The following building
height limitations shall be applicable in all Residential Areas of the District:

(1) No one-family detached dwelling or one-family row dwelling shall be erected or structurally altered to exceed a height of three stories or a height of forty feet, whichever is the higher.

(2) No two-family, three-family, or four-family dwelling shall be erected or structurally altered to exceed a height of four stories or a height of forty feet, whichever is the higher.

(3) No multiple-family dwelling or apartment building shall be erected or structurally altered to exceed a height of two hundred feet and no more than fifteen stories in any such building may be devoted to dwelling units.

b. Business Areas. In Business Areas of the District no building or structure shall be erected or structurally altered to exceed a height of four stories or a height of sixty feet, whichever is the
higher, except that buildings which may be erected or structurally altered to a greater height pursuant to the City Building Code may be erected or structurally altered within the height limitations set forth in said Code.

**c. Manufacturing Areas.** In Manufacturing Areas of the District no building or structure shall be erected or structurally altered to exceed a height of seventy-five feet, except that buildings intended for business or office uses which may be erected or structurally altered to a greater height pursuant to the City Building Code may be erected or structurally altered within the height limitations set forth in said Code.

Parapet walls, chimneys, cooling towers, elevator bulk heads, fire towers, stacks, stage towers, scenery lofts, necessary mechanical or structural appurtenances, aerials, light towers, flag poles and similar extensions to the height of buildings shall be permitted to exceed the maximum height limitations set forth above, provided they are erected in accordance with all other ordinances of the City. A basement shall not be considered as a story for the purposes of this Subsection III A.2.
3. Location of Buildings in Relation to Boundary Lines of the District and in Relation to Boundary Lines of Use Areas in the District.

a. Residential Areas. In Residential Areas of the District, the minimum distance between the exterior wall of any building and a boundary line of the District or a boundary line of the Residential Area shall be twenty-five feet; provided, that if the building exceeds twenty-five feet in height, such minimum distance shall be increased one foot for each two feet or fraction thereof by which the building height exceeds twenty-five feet, but in no case shall such minimum distance exceed forty feet.

b. Business Areas. In Business Areas of the District, the minimum distance between the exterior wall of any building and a boundary line of the District or a boundary line of the Business Area, if the property abutting such boundary line is in a Residential Area of the District or in an area outside the District zoned for residential use, or if such building includes dwelling units, shall be thirty feet; provided, that if the building exceeds twenty-five feet in height, such minimum distance shall be increased one foot for each two feet or fraction thereof by which the building height exceeds twenty-five feet, but in no case shall such
minimum distance exceed forty feet; and, provided further, that if the property abutting such boundary line is not in a Residential Area of the District or is in an area outside the District zoned for nonresidential use, and if such building does not include dwelling units, such minimum distance shall be twenty feet.

c. **Manufacturing Areas.** In Manufacturing Areas of the District, the minimum distance between the exterior wall of any building and a boundary line of the District or a boundary line of the Manufacturing Area, if the property abutting such boundary line is in a Residential Area of the District or in an area outside the District zoned for residential use, shall be thirty feet; provided, that if the building exceeds twenty-five feet in height, such minimum distance shall be increased one foot for each two feet or fraction thereof by which the building height exceeds twenty-five feet, but in no case shall such minimum distance exceed forty feet; and, provided further, that if the property abutting such boundary line is not in a Residential Area of the District or is in an area outside the District zoned for nonresidential use, such minimum distance shall be twenty-five feet.

d. **General Provisions.** The following provisions governing the location of buildings in
relation to boundary lines of the District and in relation to boundary lines of the use Areas in the District shall apply in all use Areas in the District:

(1) Where a boundary line of the District or of a use Area in the District is in a public street, alley, railroad, or similar right-of-way, the minimum distance provided for in clauses a., b. and c. above shall be measured from the nearest right-of-way line of such street, alley, railroad or similar right-of-way.

(2) The area between a boundary line of the District or of a use Area in the District and the minimum distance at which the exterior wall of any building may be located may contain the following permitted encroachments: open terraces not over four feet above the average level of the adjoining ground but not including a permanently roofed-over terrace or porch; awnings and canopies; steps, four feet or less above the average level of the adjoining ground which are necessary for access to a building or building site; chimneys projecting eighteen inches or less; recreational and laundry drying equipment; arbors and
trellises; flag poles; fences and walls not exceeding five feet in height above the average level of the adjoining ground; open-type fences exceeding five feet in height (provided that visibility at right angles to any surface of such fence may not be reduced by more than twenty percent); balconies, breezeways and open porches; one-story bay windows projecting three feet or less; overhanging eaves and gutters projecting three feet or less; and air conditioning pads.

4. **Zoning Lot.** Within the District any parcel of land may be shown as a zoning lot on any Preliminary or Final Plan covering all or any part of the District, provided such parcel of land meets the zoning lot requirements set forth in this Plan Description. Subject to the modifications and exceptions provided for in this Plan Description, all provisions of the Zoning Ordinance which refer or apply to a zoning lot shall refer or apply to the zoning lots so shown on any such Preliminary or Final Plan; provided that (a) each zoning lot must be located entirely within a designated use Area of the District as shown on such Preliminary or Final Plan; (b) a parcel of land shown as a zoning lot on any Preliminary Plan may be divided into two or more zoning lots on a Final Plan for all or a part
of the property covered by such Preliminary Plan; and
(c) a zoning lot may not be intersected by a public high-
way, street, or railroad right-of-way. Except as other-
wise limited by this Plan Description, one or more
principal buildings and one or more accessory buildings
may be located on a zoning lot. A zoning lot may be used
for any one or more of the uses permitted in the use Area
in which the zoning lot is located.

5. Zoning Lot Coverage and Floor Area Ratios.

a. Residential Areas. The following zoning
lot coverage and floor area ratio limitations shall be
applicable in all Residential Areas of the District:

(1) Not more than forty percent
of the area of a zoning lot on which
detached one-family or two-family dwellings
are located may be occupied by buildings,
including accessory buildings.

(2) Not more than forty percent
of the area of a zoning lot on which
multiple-family dwellings, apartments or
one-family row dwellings (party wall) are
located may be occupied by buildings,
including accessory buildings.

(3) On a zoning lot on which
multiple-family dwellings or apartments
are located the following floor area ratio limitations shall apply:

(a) For buildings up to and including three stories in height, the floor area ratio shall not exceed one.

(b) For buildings which exceed three stories but not eight stories in height, the floor area ratio shall not exceed two.

(c) For buildings which exceed eight stories in height, the floor area ratio shall not exceed three; provided, that for buildings which exceed twelve stories in height, the floor area ratio may exceed three if at least fifty percent of required parking facilities are provided in garage areas which are a part of the building, in which case the floor area ratio shall not exceed four.

(d) With the approval of the City Council, which approval may be given as part of the approval of a Preliminary or Final Plan, the
floor area ratio for any zoning lot may exceed the limitation applicable to that lot provided that the floor area ratio for all zoning lots within each Region, separately, shall, within such Region, comply with such limitations.

b. Business Areas. There shall be no zoning lot coverage or floor area ratio limitations in the Business Areas of the District except for buildings containing dwelling units, each of which shall be located on a single zoning lot. Not more than forty percent of the area of the zoning lot may be occupied by that portion of such a building containing dwelling units; provided, that the area of the zoning lot left open may begin at that level of the building's elevation at which the portion of the building containing dwelling units commences. The following floor area ratio limitations shall apply to the dwelling unit portion of such buildings:

(1) For buildings with dwelling unit portions up to and including three stories in height, the floor area ratio shall not exceed one.

(2) For buildings with dwelling unit portions which exceed three
stories but not eight stories in height, the floor area ratio shall not exceed two.

(3) For buildings with dwelling unit portions which exceed eight stories in height, the floor area ratio shall not exceed three; provided, that for buildings with dwelling unit portions which exceed twelve stories in height, the floor area ratio may exceed three if at least fifty percent of required parking facilities are provided in garage areas which are a part of the building, in which case the floor area ratio shall not exceed four.

c. Manufacturing Areas. In Manufacturing Areas of the District, not more than sixty percent of the area of a zoning lot may be occupied by buildings, including accessory buildings. There shall be no floor area ratio limitations in Manufacturing Areas.

d. Permitted Encroachments. The areas left open to comply with the above zoning lot coverage and floor area ratio limitations may contain the permitted obstructions listed in clause (2) of Subsection A.3.d. of this Section III.
e. **Floor Area Ratio.** For the purposes of this Plan Description, the floor area ratio shall be the total floor area (as defined in Subsection A.1.c. of this Section III) of the dwelling unit portions of the building or buildings located on a zoning lot or lots divided by the area of such zoning lot or lots.

f. **Basement as a Story.** A basement shall not be considered as a story for the purposes of this Subsection III A.5.

6. **Residential Density.**

a. **Average Residential Density.** In Residential and Business Areas of the District the average residential density in Region I shall not exceed fourteen dwelling units per acre and the average residential density in Region II shall not exceed ten dwelling units per acre; provided that in each Region of the District no more than twenty percent of the permitted dwelling units shall be efficiency apartments located in the multiple-family dwellings and apartment buildings. In computing such average density, all land in the Region devoted to Residential Areas and all land devoted to open space, public parkways, walkways and drainage courses, school sites, parks, recreation areas, public or private, and other public building sites, shall be included in the number of acres which is to be divided into the total dwelling units in the Region to produce average density in dwelling units per acre; provided, that there shall be deducted from such number of acres
into which the dwelling units are to be divided all land devoted to or reserved or dedicated for (i) above ground public utility buildings and structures required to service the Region, and (ii) rights-of-way for public streets, highways and alleys.

b. **Required Percentage of One-Family Detached Dwellings in Region II.** In Region II of the District a minimum of thirty-five percent of the total zoning lot land area developed with dwellings or apartment buildings in Residential Areas will be developed with one-family detached dwellings. For the purpose of this Subsection 6.b., zoning lot land area assigned to one-family detached dwellings shall meet or exceed the requirements set forth in Subsection A.8.a. of this Section III or the requirements set forth in A.14.b.(1) of this Section III.

c. **Limitations on Percentage of Medium and High Density Dwellings.** In each Region of the District the maximum percentage of the zoning lot land area developed with dwellings or apartment buildings in Residential Areas which may be developed with medium density dwellings and apartment buildings or with high density apartment buildings shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Region I</th>
<th>Region II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medium density dwellings and apartment buildings.</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>High density apartment buildings.</td>
<td>40%</td>
<td>25%</td>
</tr>
</tbody>
</table>

-32-
For the purposes of this Subsection 6.c., zoning lot land area assigned to medium density dwellings and apartment buildings shall meet or exceed the requirements set forth in Subsection A.8.b. of this Section III or the requirements set forth in Subsection 14.b.(2) of this Section III, and zoning lot land area assigned to apartment buildings which does not meet or exceed such requirements shall be assigned to high density apartment buildings and shall be subject to the requirements of Subsection A.8.c. of this Section III or the requirements set forth in Subsection 14.b.(3) of this Section III. Any part of the zoning lot area in either Region of the District which may be developed with high density apartment buildings may be developed with medium density dwellings and apartment buildings.

d. Limitations on Number of Dwelling Units. The maximum permitted number of dwelling units in Region I of the District will be four thousand five hundred and fifty, and the maximum permitted number of dwelling units in Region II of the District will be twenty-one thousand five hundred.

e. Assigned Zoning Lot Land Area. The zoning lot land area assigned to each dwelling or apartment building shall be shown on each Preliminary or Final Plan which includes Residential Areas.

7. Yard and Minimum Zoning Lot Size Requirements. There shall be no yard or minimum zoning lot size, area or width requirements in the District except as follows:
a. In Residential Areas of the District the minimum distance between the closest right-of-way line of any public street and the exterior wall of any building shall be twenty-five feet.

b. In Residential Areas of the District:

(1) The minimum distance between adjacent detached dwellings and apartment buildings shall be twelve feet for dwellings and apartment buildings of not more than two stories in height, and if one or both of such adjacent dwellings or apartment buildings exceeds two stories in height, such minimum distance shall be increased two feet for each story by which each of such dwellings or apartment buildings exceeds two stories in height.

(2) The minimum distance between a dwelling or apartment building and the boundary of the area covered by any Final Plan shall be six feet for a dwelling or apartment building of not more than two stories in height, and if such dwelling or apartment building exceeds two stories in height, such minimum distance shall be increased two feet for each story by which
such dwelling or apartment building exceeds two stories in height.

(3) The minimum distance between adjacent buildings containing one-family row dwellings (party wall) shall be twenty feet.

c. If a building located in a Business Area of the District contains dwelling units, the minimum distance between the exterior wall of that portion of such building which contains the dwelling units and the closest right-of-way line of any public street shall be twenty-five feet.

d. If a building located in a Business Area of the District contains dwelling units, the minimum distance between any boundary of the zoning lot on which the building is located and the exterior wall of that portion of the building which contains the dwelling units shall be twenty-five feet if the residential portion of the building does not exceed two stories in height. If the residential portion of the building exceeds two stories in height, one foot shall be added to such minimum distance for each story by which such residential portion of the building exceeds two but not five stories in height, and one-half foot shall be added to such minimum distance.
for each story by which the residential portion of the building exceeds five stories in height.

e. In Manufacturing Areas of the District the minimum distance between the closest right-of-way line of any public street and the exterior wall of any building shall be twenty-five feet. In such yard areas no storage of material or equipment or parking of motor vehicles shall take place and such yard areas shall be landscaped. Such landscaping requirement shall not prevent the location within such yard areas of driveways, pathways, utility easements and structures and similar appurtenances.

f. In Manufacturing Areas of the District the minimum distance between adjacent principal buildings shall be thirty feet and the minimum distance between a principal building and an accessory building shall be fifteen feet.

The required area between adjacent detached dwellings and apartment buildings, between a dwelling or apartment building and the boundary of the area covered by any Final Plan, between adjacent buildings containing one-family row dwellings (party wall) or between buildings and the closest right-of-way line of public streets or the boundary of a zoning lot may contain the permitted encroachments listed in clause (2) of Subsection A.3.d. of this Section III. A basement shall not be considered as a story for the purposes of this Subsection III A.7.
8. **Required Zoning Lot Land Area Per Dwelling Unit.**

   a. **Zoning Lot Land Area Required to Fulfill One-Family Detached Dwelling Obligation.** In portions of Residential Areas which are not developed pursuant to Subsection A.14. of this Section III, all zoning lot land area assigned to one-family detached dwellings which have an assigned zoning lot land area of not less than sixty-eight hundred square feet per dwelling shall be counted against the obligation to develop a minimum of thirty-five percent of the zoning lot land area in Residential Areas of Region II with one-family detached dwellings.

   b. **Medium Density Minimum Zoning Lot Land Area Requirements.** In portions of Residential Areas which are not developed pursuant to Subsection A.14. of this Section III, all zoning lot land area which does not qualify as one-family zoning lot land area pursuant to Subsection a. of this Subsection 8., and which is assigned to dwellings or apartment buildings which have an assigned zoning lot land area equal to or in excess of the following requirements shall be counted, for the purpose of applying the limitations set forth in Subsection A.6.c. of this Section III, as zoning lot land area developed with medium density dwellings and apartment buildings:
(1) For each one-family detached dwelling, 6000 square feet

(2) For each two-family dwelling, 8000 square feet

(3) For each row dwelling (party wall) with one bedroom, 1500 square feet per dwelling unit

(4) For each row dwelling (party wall) with two bedrooms, 2000 square feet per dwelling unit

(5) For each row dwelling (party wall) with three or more bedrooms, 2500 square feet per dwelling unit

(6) For multiple-family dwellings and apartment buildings:

<table>
<thead>
<tr>
<th>Square Feet Per Dwelling Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>For efficiency apartments, 1000</td>
</tr>
<tr>
<td>For dwelling units with one bedroom, 1500</td>
</tr>
<tr>
<td>For dwelling units with two bedrooms, 2000</td>
</tr>
<tr>
<td>For dwelling units with three or more bedrooms, 2500</td>
</tr>
</tbody>
</table>

-38-
The requirements set forth above for one-family detached dwellings, for two-family dwellings, for row dwellings (party wall) with one bedroom, for row dwellings (party wall) with two bedrooms and for row dwellings (party wall) with three or more bedrooms shall be the minimum requirements in the District for such types of dwellings except when portions of Residential Areas are developed pursuant to Subsection A.14. of this Section III.

c. High Density Apartment Building Minimum Zoning Lot Land Area Requirements. In portions of Residential Areas which are not developed pursuant to Subsection A.14. of this Section III, all zoning lot land area assigned to apartment buildings which do not have an assigned zoning lot land area equal to the requirements of Subsection b. of this Subsection 8. shall be counted, for the purpose of applying the limitations set forth in Subsection A.6.c. of this Section III, as zoning lot land area developed with high density apartment buildings and shall have a minimum assigned zoning lot land area per dwelling unit in accordance with the following:

<table>
<thead>
<tr>
<th>Square Feet Per Dwelling Unit</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) For efficiency apartments,</td>
<td>500</td>
</tr>
<tr>
<td>(2) For dwelling units with one bedroom,</td>
<td>625</td>
</tr>
</tbody>
</table>

-39-
(3) For dwelling units with 750
two bedrooms,

(4) For dwelling units with 1500
three or more bedrooms.

d. Buildings Containing Dwelling Units

Located in Business Areas. In Business Areas of the
District, each zoning lot on which a building contain-
ing dwelling units is located shall have a minimum
land area per dwelling unit in accordance with the
requirements set forth in Subsection c. of this
Subsection 8.

9. Approval of Bulk Requirements for Certain
Uses and Temporary Uses. The bulk requirements to be com-
plied with in connection with any use permitted by Sub-
sections A.1.d., B.1.c. and C.1.b. of Section II hereof
and any temporary use of a building or land provided for
in Subsection F. of Section II hereof shall be subject to
the approval of the City Council, which approval may be
given as part of the approval of a Preliminary or Final
Plan. Separate application for such an approval may be
submitted to the City Council by the developer in writing.
The City Council shall promptly refer such application to
the Plan Commission and the Plan Commission shall, within
thirty days from the date of referral, submit to the City
Council its written recommendations with respect to such
application. The Plan Commission may recommend that the City Council approve or disapprove the application and may, in the event of a favorable recommendation, specify particular conditions which should be incorporated in the approval. Within sixty days after receipt of the Plan Commission's recommendation, the City Council shall either approve or disapprove the application. An approval may be conditional and, if so, shall state what additions or deletions from the application as submitted shall be made in the application as approved.

10. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with Section 10 of the Zoning Ordinance, subject to the modifications and exceptions provided for in Section IV of this Plan Description.

11. Performance Standards in Manufacturing Areas of the District. The Performance Standards set forth in Subsections 13.2-1 and 13.2-4 through 13.2-4.6 of the Zoning Ordinance shall be applicable to Manufacturing Areas of the District; provided that references in Subsections 13.2-1 and 13.2-4.1 of the Zoning Ordinance to residential districts shall be deemed to include Residential Areas of the District, that references in Subsection 13.2-4.1 to B-2, B-3 and B-4 ("O") districts shall be deemed to include Business Areas of the District, and that references in Subsection 13.2-4.1 to an M-1 district
shall be deemed to include any Manufacturing Area of the District. In Manufacturing Areas of the District, no storage of material or equipment or parking of automobiles shall take place within twenty feet of a boundary line of the District or a boundary line of the Manufacturing Area if the property abutting such boundary line is in a Residential Area of the District, a Business Area of the District and is used for buildings containing dwelling units or an area outside the District zoned for residential use. Such yard areas in which parking and the storage of materials are not permitted will be landscaped. Such landscaping requirement shall not prevent the location within such yard areas of driveways, pathways, utility easements and structures and similar appurtenances.

12. Accessory Buildings. Accessory buildings or accessory uses, including off-street motor vehicle parking lots, but not including public utility, communication, electric, gas, water and sewer lines and their support and incidental equipment, may not be located beyond the building setback lines provided for in Subsections A.3.a., A.3.c., A.7.c., A.7.d. and A.7.e. of this Section III.

13. City Disapproval Rights. Notwithstanding the limitations of the second sentences of Subsection 14.7-6(a) and Subsection 14.7-9 of the Zoning Ordinance, portions of Residential Areas on any Preliminary Plan, or on any Final Plan (if such portions on such
Final Plan are not consistent with an approved Preliminary Plan), may be disapproved for reasons which may be incon-
sistent with this Plan Description to the extent that
such reasons constitute a denial of the right to meet or
use one or more of the Zoning Standards set forth in Sub-
sections 1., 2.a., 4., 5.a., 7. and 8. of this Subsec-
tion III A. or one or more of the Zoning Ordinance
modifications and exceptions set forth in Subsections 3.,
30., 31., 33., 34., 35., 36., 37., 40. and 41. of
Section IV of this Plan Description; provided that:

a. Any such disapproval shall have been
recommended by a two-thirds vote of the members of
the Plan Commission voting on the issue and the
votes of not less than seven members of the Plan
Commission then in office; and

b. Any such disapproval shall have been
adopted by a two-thirds vote of the members of the
City Council then in office; and

c. The disapproval right provided for
in this Subsection 13. shall be subject to the
provisions of Subsection 14. below.
14. Development Pursuant to Existing Standards.

The Plan Commission and the City Council shall approve those portions of Residential Areas on any Preliminary or Final Plan if such Residential Area portions comply with Subsections a. or b. below.

a. In the case of a Final Plan, such Residential Area portions shall be approved if they are consistent with an approved Preliminary Plan for such Residential Area portions.

b. In the case of a Preliminary or Final Plan, such Residential Area portions shall be approved if they shall have been divided into areas which are classified as either one-family detached dwelling areas, medium density multiple-family dwelling and apartment building areas, or high density apartment building areas, and if each such area meets the applicable requirements set forth in Subsections (1), (2) or (3) below.

(1) In the case of a one-family detached dwelling area, the requirements for Permitted Uses, Height of Buildings, Lot Size, Yard Area, Permitted Obstructions and Dwelling Standards set forth in Subsection 11.3 of the Zoning Ordinance on the approval date; or
(2) In the case of a medium density multiple-family dwelling and apartment building area, the requirements for Permitted Uses, Lot Area Per Dwelling, Yard Areas, Maximum Floor Area Ratio, Dwelling Standards, Signs and Off-Street Parking and Loading set forth in Subsection 11.6 of the Zoning Ordinance on the approval date; or

(3) In the case of a high density apartment building area, the requirements for Permitted Uses, Lot Area Per Dwelling, Yard Areas, Maximum Floor Area Ratio, Dwelling Standards, Signs and Off-Street Parking and Loading set forth in Subsection 11.7 of the Zoning Ordinance on the approval date.

c. In Residential Areas of Region II of the District developed pursuant to this Subsection 14., all zoning lot land area assigned to one-family detached dwellings which meet the requirements for Height of Buildings, Lot Size, Yard Area, Permitted Obstructions and Dwelling Standards set forth in Subsection 11.3 of the Zoning Ordinance on the approval date shall be counted
against the obligation to develop a minimum of thirty-five percent of the total zoning lot land area developed with dwellings or apartment buildings in Residential Areas of Region II with one-family detached dwellings.

d. In Residential Areas of each Region of the District developed pursuant to this Subsection 14., all zoning lot land area assigned to multiple-family dwellings and apartment buildings which meet the requirements for Height of Buildings, Lot Area Per Dwelling, Yard Areas, Maximum Floor Area Ratio, Dwelling Standards and Off-Street Parking and Loading set forth in Subsection 11.6 of the Zoning Ordinance on the approval date shall be counted, for the purpose of applying the limitations set forth in Subsection A.6.c. of this Section III. as zoning lot land area developed with medium density dwellings and apartment buildings.

e. In Residential Areas of each Region of the District developed pursuant to this Subsection 14., all zoning lot land area assigned to apartment buildings which meet the requirements for Lot Area Per Dwelling, Yard Areas, Maximum Floor Area Ratio, Dwelling Standards, Signs and Off-Street
Parking and Loading set forth in Subsection 11.7 of the Zoning Ordinance on the approval date shall be counted, for the purpose of applying the limitations set forth in Subsection A.6.c. of this Section III as zoning lot land area developed with high density apartment buildings.

f. From and after the date of the fifteenth annual anniversary of the approval date, Subsections b.(1), b.(2) and b.(3) of this Subsection 14. shall be deemed modified to incorporate those requirements of the Zoning Ordinance on such anniversary date which shall have modified or replaced the requirements of the Zoning Ordinance which have been incorporated in this Plan Description by Subsections b.(1), b.(2) and b.(3) of this Subsection 14.

B. Design Standards and Required Land Improvements.

To the extent that any development in the District is subject to the provisions of City Ordinance No. 3446 (hereinafter called the "Subdivision Control Ordinance"), the design standards and required land improvements provided for in Articles IV and V of said ordinance shall apply, subject to the modifications and exceptions provided for in Section IV hereof.
A. Zoning Ordinance Modifications and Exceptions.

The District shall not be subject to those provisions of the Zoning Ordinance listed below and described as inapplicable. With respect to those provisions of the Zoning Ordinance listed below and shown in modified form, the District shall be subject thereto only as so modified.

1. Subsection 3.2 (22) shall be modified to read as follows:

"(22) BUILDING, PRINCIPAL. A building in which is conducted one of the principal uses of the zoning lot on which it is situated."

2. Subsection 3.2. (23) shall be modified to read as follows:

"(23) BUILDING SETBACK LINE. A line parallel to a street line, a boundary line of the District or a boundary line of a use Area in the District at the distance from it required by Subsections III A.3. or III A.7. hereof."
3. Subsection 3.2. (39) shall be modified to read as follows:

"(39) DWELLING, ROW (PARTY-WALL). A row of two to eight attached, one-family, party-wall dwellings."

4. Subsection 4.3 shall be inapplicable.

5. Subsection 4.4 shall be modified to read as follows:

"4.4. ZONING OF STREETS, ALLEYS, PUBLIC WAYS AND RAILROAD RIGHTS-OF-WAY. All streets, alleys, public ways and railroad rights-of-way, if not otherwise specifically designated, shall be deemed to be in the same use district or use Area as the property immediately abutting upon such streets, alleys, public ways and railroad rights-of-way. Where the center line of a street, alley or public way serves as a district or use Area boundary, the zoning of such street, alley or public-way, unless otherwise specifically designated, shall be deemed to be the same as that of the abutting property up to such center line."

6. Subsection 4.5 shall be modified in part to read as follows:

"4.5. BOUNDARY LINES. Wherever any uncertainty exists as to the boundary of the District or of any use Area in the District, as shown
on any Preliminary or Final Plan, the
following rules shall apply:"

7. Subsection 4.5-1 shall be modified to read
as follows:

"4.5-1. Where District or use Area boundary
lines are indicated as following streets,
alleys or similar rights-of-way, they shall
be construed as following the center lines
thereof."

8. Subsection 4.5-2 shall be modified to read
as follows:

"4.5-2. Where District or use Area boundary
lines are indicated as approximately following
zoning lot lines, such zoning lot lines shall
be construed to be such boundaries."

9. Subsection 4.5-3 shall be inapplicable.

10. Subsection 5.3-1 shall be modified to
read as follows:

"5.3-1. No building shall be erected, recon-
structed, relocated or structurally altered
so as to have a greater height or bulk, a higher
percentage of lot coverage or smaller open
space about it than permissible under the
limitations set forth in this Plan Description."

11. Subsection 5.3-3 shall be inapplicable.
12. Subsections 5.4, 5.4-1, 5.4-2, 5.4-3 and 5.4-4 shall be inapplicable.

13. Subsection 5.5-1 shall be inapplicable.

14. Subsection 5.5-2 shall be inapplicable.

15. Subsection 5.6 shall be modified to read as follows:

"5.6. LOCATION OF BUILDINGS. Every building shall be constructed or erected on a zoning lot which abuts a public dedicated street, court or cul-de-sac or a private street, drive, driveway, court, or cul-de-sac which provides permanent easement of access to a public street, drive, court or cul-de-sac, which easement of access shall have a minimum width of twenty-five feet."

16. Subsection 5.8 shall be modified to read as follows:

"5.8. BUILDINGS ON A ZONING LOT. Every building hereafter erected or structurally altered shall be located on a zoning lot as such term is used and described in this Plan Description. Except as otherwise limited by this Plan Description, one or more principal buildings and one or more accessory buildings may be located on a zoning lot. A zoning lot may be used for
any one or more of the uses permitted
in the use Area in which the zoning lot
is located."

17. Subsection 5.9 shall be inapplicable.

18. Subsection 5.10 shall be inapplicable.

19. Section 6 shall be inapplicable.

20. Section 7.1 shall be modified in part to
read as follows:

"7.1. AUTHORITY. The City Council shall
have the authority to permit by ordinance
the following uses of land or structures
or both, subject to the conditions con-
tained in Section 14.6 of the Zoning
Ordinance; provided, that any of the
following uses which is a permitted use
pursuant to Subsections A.1.c., B.1.c.,
or C.1.b. of Section II hereof shall not
require authorization of the City Council
by ordinance pursuant to Section 14.6
of the Zoning Ordinance, but shall be
subject to the provisions of Subsection
A.9. of Section III hereof."

21. Subsections 8.1, 8.2 and 8.4 shall be
inapplicable.
22. Section 9 shall be inapplicable.

23. Subsection 10.2-6.2 shall be modified to read as follows:

"10.2-6.2. Floor Area. The term 'floor area' as employed in this parking and loading Section, in the case of office, merchandising or service types of use, shall mean the gross floor area of a building or structure used or intended to be used for service to the public as customers, patrons, clients, patients or tenants, including areas occupied by fixtures and equipment used for display or sale of merchandise. The term 'floor area', for the purposes of this Section, shall not include any area used for:

a.) Storage accessory to the principal use or uses of a building;

b.) Incidental repairs;

c.) Processing or packaging of merchandise;

d.) Show windows or offices incidental to the management or maintenance of a store or a building;

e.) Rest rooms;

f.) Utilities;

g.) Dressing, fitting or alteration rooms;

h.) Malls or service corridors; or

i.) Parking facilities."

24. Subsection 10.3-1 shall be modified to read as follows:
"10.3-1. USE OF PARKING FACILITIES. Off-street parking facilities accessory to dwellings located in Residential Areas shall be used solely for the parking of passenger automobiles owned by occupants of the dwellings to which such facilities are accessory or by employees and guests of said occupants. Under no circumstances shall required parking facilities accessory to such dwellings be used for the storage of commercial vehicles or for the parking of automobiles belonging to the employees, owners, tenants, visitors, or customers of business or manufacturing establishments, except as permitted in Subsection 10.3-5 as modified by this Plan Description."

25. Subsection 10.3-2 shall be modified to read as follows:

"10.3-2. JOINT PARKING FACILITIES. Off-street parking facilities for different buildings, structures or uses or for mixed uses may be provided collectively in any use Area in which separate parking facilities for each constituent use would be permitted and the total number of spaces so located together may be less than the sum of the separate requirements for each use if a time diversity factor between each use is shown."
26. Subsection 10.3-3 shall be modified to read as follows:

"10.3-3. CONTROL OF OFF-SITE FACILITIES. When required accessory off-street parking facilities are provided elsewhere than on the property on which the use served is located, they shall be in the same possession, either by deed, long-term lease or other arrangement, as the property occupied by such use, and the owner shall be bound by covenants filed of record in the office of the Recorder of Deeds of the county in which the property is located, requiring the owner and his or her heirs and assigns to maintain the required number of parking spaces during the existence of said use."

27. Subsection 10.3-4 shall be modified to read as follows:

"10.3-4. PERMITTED USE AREAS FOR ACCESSORY PARKING. Accessory parking facilities provided elsewhere than on the same zoning lot with the use served may be located in any use Area except that no parking facilities accessory to a business or manufacturing use shall be located in a Residential Area except when authorized by the City Council as prescribed hereinafter in Subsection 10.3-5 as modified by this Plan Description."
28. Subsection 10.3-5 shall be modified to read as follows:

"10.3-5. NONRESIDENTIAL PARKING IN RESIDENTIAL AREA. Accessory off-street parking facilities serving nonresidential uses of property may be permitted in any Residential Area when authorized by the City Council, which authorization may be given as part of the approval of a Preliminary or Final Plan, and, in any case, shall be subject to the following requirements in addition to all other relevant requirements of this Section:

   a.) The parking facility shall be accessory to and for use in connection with one or more nonresidential establishments located in adjoining use Areas.

   b.) The parking facility shall be used solely for the parking of passenger automobiles.

   c.) No commercial repair work or service of any kind shall be conducted on the parking facility.

   d.) No sign of any kind other than signs designating entrances, exits, and conditions of use, shall be maintained on the parking facility, and no sign shall exceed twenty square feet in area.

   e.) Each entrance to and exit from the parking facility shall be at least five feet distant from any adjacent property located in any Residential Area, except where ingress and egress to
the parking facility is provided from a public alley or public way separating the Residential Area from the parking facility."

29. Subsection 10.3-6.1 shall be modified to read as follows:

"10.3-6.1. Parking Space--Description. A required off-street parking space shall be an area of not less than one hundred and sixty-one and one-half square feet nor less than eight and one-half feet wide by nineteen feet long (exclusive of access drives or aisles, ramps, columns, or office and work areas) accessible from streets or alleys, or from private driveways or aisles leading to streets or alleys, to be used for the storage or parking of passenger automobiles and commercial vehicles under one and one-half ton capacity where permitted under this Ordinance. Aisles between vehicular parking spaces shall not be less than twelve feet in width when serving vehicles parked at an angle of forty-five degrees to the axis of an aisle accommodating one-way traffic, nor less than twenty feet in width when serving vehicles parked perpendicular to the axis of an aisle accommodating two-way traffic, nor less than seventeen feet in width when serving vehicles parked at an
angle of sixty degrees to the axis of an aisle accommodating two-way traffic."

30. Subsection 10.3-6.3 shall be modified to read as follows:
   "10.3-6.3. Open and Enclosed Spaces. Parking areas may be open or enclosed."

31. Subsection 10.3-6.4 shall be modified to read as follows:
   "10.3-6.4. Access. Parking facilities shall be designed with appropriate means of vehicular access to a street or alley in such a manner as will least interfere with the movement of traffic."

32. Subsection 10.3-6.5 shall be modified to read as follows:
   "10.3-6.5. Signs. No sign shall be displayed in any parking area within Residential Areas except such as may be necessary for the orderly use of the parking facilities."

33. Subsection 10.3-6.6 shall be inapplicable.

34. Subsection 10.4-1.2 shall be modified to read as follows:
   "10.4-1.2. Location. No permitted or required loading berth shall be closer than fifty feet
to any Residential Area unless completely enclosed by building walls, or a uniformly painted solid fence or wall, or any combination thereof not less than six feet in height. No permitted or required loading berth shall be located within twenty-five feet of the nearest point of intersection of any two streets."

35. Subsection 10.5-1.1 shall be modified to read as follows:

"10.5-1.1. For one-family detached or two-family dwellings located on individual zoning lots, the required off-street parking facilities shall be provided on the same zoning lot with the dwelling they are required to serve."

36. Subsection 10.5-1.2 shall be inapplicable.

37. Subsection 10.5-1.3 shall be modified to read as follows:

"10.5-1.3. For one-family detached or two-family dwellings not located on individual zoning lots and for multiple-family dwellings, apartments or one-family row dwellings (party-wall), the required off-street parking facilities shall be provided on the same zoning lot where the building they are required to serve is located or on a separate zoning lot or parcel of land, in either case not more than
three hundred feet from the nearest entrance
to the building they are intended to serve."

38. Subsection 10.5-1.4 shall be modified to
read as follows:
"10.5-1.4. For rooming houses, lodging houses,
clubs, hospitals, sanitariums, orphanages,
homes for the aged, convalescent homes, dor-
mitories, sorority and fraternity houses,
and for other similar uses, the off-street
parking facilities required shall be pro-
vided on a zoning lot or parcel of land
not more than five hundred feet from the
nearest entrance to the building they are
intended to serve measured from the nearest
point of the parking facility; provided
that the zoning lot or parcel of land in-
tended for the parking facility is located
in the same use Area as is the building
which the parking facility is intended to
serve."

39. Subsection 10.5-1.5 shall be modified to
read as follows:
"10.5-1.5. For uses other than those specified
above, off-street parking facilities shall be
provided on the same zoning lot as the building
being served or on a separate zoning lot or
parcel of land, in either case not over one
thousand feet from the nearest entrance to the building being served measured from the nearest point of the parking facility; provided that the zoning lot or parcel of land intended for the parking facility is located in the same use Area as is the building which the parking facility is intended to serve."

40. Subsection 10.6-2 shall be modified to read as follows:

"10.6-2. For buildings containing three or more dwelling units:

(a) A dwelling unit with two or more bedrooms; two parking spaces per dwelling unit.

(b) A dwelling unit with one bedroom; one and one-half parking spaces per dwelling unit.

(c) An efficiency dwelling unit; one parking space per dwelling unit.

(d) For every building containing three or more dwelling units which is located in a Residential Area of the District, the parking requirements provided for in Subsections (a), (b) and (c) of this Subsection 10.6-2 may, with the approval of the City Council, be reduced
by twenty-five percent if a station stop of a public surface transportation system is located no more than one thousand feet from the nearest point of such building. Such approval by the City Council may be given as part of the approval of any Preliminary or Final Plan."

41. Subsection 10.6-19 shall be modified to read as follows:

"10.6-19. The parking facilities required for mixed uses shall be the sum of the requirements for the various individual uses computed separately in accordance with this Section, and parking facilities for one use may be considered as providing the required parking facilities for another use if a time diversity factor is shown."

42. Except for the incorporation of permitted use descriptions in Section II hereof, Sections 11, 12 and 13 shall be inapplicable. For the purpose of such incorporated permitted use descriptions Subsection 12.2-1.1 shall be modified to read as follows:

"12.2-1.1. Dwelling units, provided that they are located above the ground floor and that the zoning lot area coverage and floor area ratio limitations provided for in Subsection A. 5.b. of Section III hereof are complied with."
43. Clause (a) of Subsection 14.7-6 shall be modified to read as follows:

"(a) Within such time periods as are prescribed in Subsection 14.7-8, Preliminary Plans for all or specified development phases of the District shall be submitted for approval in accordance with the procedures set forth in Subsection 14.7-12. Approval of Preliminary Plans may not be withheld for reasons that would be inconsistent with the approved Plan Description. Preliminary Plans may contain reasonable variations from the approved Plan Description. In approving a Preliminary Plan, the City Council may, without further public hearing, also approve changes from the Plan Description which exceed the scope of such reasonable variations, provided that no such change is a 'major change' as defined in clause (b) of Subsection 14.7-6, below."

44. Subsection 14.7-15 shall be modified to read as follows:

"14.7-15. PERMITS. Building, zoning and occupancy permits shall be required for each structure in the District. No building permit relating to any part of the District shall be issued prior to the approval of a Final Plan for such part of the District in accordance with the provisions of this Subsection 14.7;"
provided that, subject to the approval of the City Engineer, mass grading and excavation operations may be carried on prior to the approval of such Final Plan; and, provided further, that if authorized by the City Council and subject to such conditions as may be prescribed in such authorization, building permits relating to any part of the District may be issued prior to the approval of a Final Plan for such part of the District."

B. Subdivision Control Ordinance Modifications and Exceptions.

The District shall not be subject to those provisions of the Subdivision Control Ordinance listed below and described as inapplicable. With respect to those provisions of the Subdivision Control Ordinance listed below and shown in modified form, the District shall be subject thereto only as so modified. With respect to Subsection 1. below, the Subdivision Control Ordinance, in its application to the District, shall be deemed generally modified in accordance therewith.

1. The words "improvement", "improvements", "public improvements" and "street improvements", wherever used in the Subdivision Control Ordinance, shall be deemed to mean only those land improvements which are required
to be dedicated to the City or to the State of Illinois or a unit of local government (hereinafter called "other public body") pursuant to the provisions of said Ordinance as modified by this Plan Description, and the design standards set forth in Sections 43-59, 43-60 and 43-61 of the Subdivision Control Ordinance, as modified by this Plan Description, shall be applicable only to such required land improvements.

2. Section 43-5 shall be modified to read as follows:

"Sec. 43-5. EFFECT OF CONFLICTS.
Where the conditions imposed upon the use of land by any provision of this chapter are either more restrictive or less restrictive than comparable conditions imposed by any other provision of this chapter, the regulations which are more restrictive or which impose higher standards or requirements shall govern; provided, that where the conditions imposed upon the use of land by any provision of this chapter which have been modified by this Plan Description are either more restrictive or less restrictive than comparable conditions imposed by any other provision of this chapter, the conditions imposed by the provisions of this chapter which have been so modified shall govern. Where the conditions imposed upon the use of land by any provision
of this chapter, as modified by this Plan Description, are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, rule or regulation of any kind, the conditions imposed by the provisions of this chapter, as modified by this Plan Description, shall govern."

3. Section 43-11 shall be modified to read as follows:

"Sec. 43-11. COMPLIANCE PREREQUISITE TO BUILDING PERMIT.

No building permit shall be issued by any governing official for the construction of any building, structure or improvement to the land or any lot within a subdivision as defined herein, which has been approved for platting or replatting, until all requirements of this chapter have been fully complied with; provided that with the approval of the City Engineer, mass grading and excavation operations may be carried on in areas covered by a preliminary plat approved pursuant to the provisions of this ordinance or in areas covered by a Preliminary Plan approved pursuant to Subsection 14.7 of the Zoning Ordinance."

4. Section 43-12 shall be modified to read as follows:
"Sec. 43-12. PREREQUISITE TO OCCUPANCY PERMITS.

No occupancy permit shall be granted by any governing official for the use of any structure within a subdivision approved for platting or replatting until required utility facilities have been installed and made ready to service the property, and until roadways providing access to the subject lot or lots have been constructed or are in the course of construction; provided, that an occupancy permit may be granted if the City Engineer has approved the use of temporary utility facilities and roadways pending completion of the required permanent utility facilities and roadways."

5. Subsection (a) of Section 43-16 shall be modified to read as follows:

"(a) No land shall be subdivided, nor any street laid out, nor any improvements made to the natural land; provided that with the approval of the City Engineer, mass grading and excavation operations may be carried on in areas covered by a preliminary plat approved pursuant to the provisions of this ordinance or in areas covered by a Preliminary Plan approved pursuant to Subsection 14.7 of the Zoning Ordinance."
6. Subsection (c) of Section 43-16 shall be modified to read as follows:

"(c) Unless authorized by the City Engineer, no improvements, such as sidewalks, water supply, storm water drainage, sanitary sewerage facilities, gas service, electric service, lighting, grading, paving, or surfacing of streets, shall hereafter be made by any owner or owners or his or their agent, or by any public service corporation at the request of such owner or owners or his or their agent."

7. Subsection (C) of Section 43-31 shall be modified to read as follows:

"(C) OTHER PRELIMINARY PLANS. When required by the Plan Commission, the preliminary plat shall be accompanied by profiles showing existing ground surface and proposed street grades, including extensions within the District for a reasonable distance beyond the limits of the proposed subdivision and extensions outside of the District for such a reasonable distance where such new streets connect with existing streets outside of the District; typical cross sections of the proposed grading, roadway, and sidewalks; and preliminary plan of proposed sanitary and storm water sewers with grades
and sizes indicated. All elevations shall be based on the city datum plane or the USGS datum plane."

8. Subsection (D) of Section 43-31 shall be inapplicable.

9. Subsection (b) of Section 43-32 shall be modified to read as follows:

"(b) Typical cross sections and profiles of streets showing grades approved by the City Engineer. The profiles shall be drawn to city standard scales and elevations and shall be based on the city datum plane or the USGS datum plane."

10. Subsection (a) of Section 43-45 shall be modified to read as follows:

"(a) The subdivider shall cause to be prepared a preliminary plat, together with improvement plans and other supplementary material as specified below. Thirty copies of the preliminary plat and supplementary material specified shall be submitted to the City Clerk, on forms provided by the City Clerk, with written application for approval. The preliminary plat and fee, as required by this chapter, shall be submitted
to the City Clerk at least thirty days prior to the regular meeting of the Plan Commission to receive action thereon at that meeting."

11. Subsection (d) (3) of Section 43-45 shall be modified to read as follows:

"(3) Approval of the preliminary plat shall be effective until the expiration of the eighteen-year period following the approval date (as defined in Subsection A.1. of Section II hereof) unless, upon application of the subdivider, the City Council grants an extension. The application for said extension shall not require an additional filing fee, or the submittal of additional copies of the plat of subdivision."

12. Subsection (c) of Section 43-46 shall be modified to read as follows:

"(c) A final plat for all or a portion of the area covered by any approved preliminary plat, prepared as specified in Article II, shall be submitted to the City Clerk for approval prior to the expiration of the eighteen-year period following the approval date (as defined in Subsection A.1. of Section II hereof) unless, upon application of the subdivider, the City Council grants an extension. Such an application shall
not require an additional fee or filing of additional copies of the plat. Every final plat submitted for approval shall be submitted in thirty counterparts."

13. Subsection (f)(3) of Section 43-46 shall be modified to read as follows:

"(3) Upon approval by the City Council, the subdivider shall record the plat with the county recorder of the county or counties in which the property is located within six months or such longer period as may be approved by the City Council. If not recorded within such time, the approval shall be null and void. Immediately after recording, the original tracing or a duly certified cloth or mylar reproducible copy shall be filed with the City Engineer."

14. Subsection (a) of Section 43-47 shall be modified to read as follows:

"(a) The final plat shall be approved by the City Council before recording and such approval shall not be given until the subdivider has complied with the requirements of this Section. No building permit may be issued until the final plat has been recorded; provided that with the approval of the City Engineer, mass grading and excavation operations may be carried on in areas
covered by a preliminary plat approved pursuant to the provisions of this ordinance or in areas covered by a Preliminary Plan approved pursuant to Subsection 14.7 of the Zoning Ordinance."

15. Subsection (a)(1) of Section 43-47 shall be modified to read as follows:

"(1) After approval of the preliminary plat the subdivider may present plans and specifications for all improvements to the City Engineer for approval. Upon approval by the City Engineer, and by all other pertinent authorities, the subdivider may construct and install all such improvements. On approval and certification of completion of such improvements by the City Engineer, the final plat shall be submitted as herein provided for approval, and, upon approval, may be recorded. If engineering plans require substantial changes from the preliminary plat, as approved, the subdivider shall, prior to constructing the improvements, revise and resubmit the preliminary plat for reapproval, and such resubmission shall not require the payment of additional fees."

16. Subsection (a)(2) of Section 43-47 shall be modified to read as follows:
"(2) In lieu of actual construction of the improvements, as provided in (1) above, the subdivider may post with the City Clerk, cash, negotiable securities, an irrevocable letter of credit issued by a bank authorized to do business in the State of Illinois, or a surety bond running to the City with sureties acceptable to the City Council or with sureties whose surety bonds for similar improvements are acceptable to the State of Illinois, in any case, in an amount sufficient to cover the full list of said improvements in such amounts as shall have been approved by the City Engineer and conditioned on the completion and acceptance by the City Engineer of all improvements within two years from the approval of the final plat. Upon acceptance of such cash, negotiable securities, irrevocable letter of credit or surety bond, approval of plans and specifications for all improvements by the City Engineer and approval of the final plat by the City Council, such plat may be recorded."

17. Subsection (a)(3) of Section 43-47 shall be modified to read as follows:

"(3) In lieu of the provisions of (1) or (2) above, the subdivider may submit with his final plat his plans and specifications for all improvements and evidence of a binding
agreement with a responsible contractor for
the installation of all such improvements within
two years after the approval of the final plat,
together with a performance bond running to the
City with sureties acceptable to the City
Council or with sureties whose performance bonds
for similar improvements are acceptable to the
State of Illinois. Upon approval of the plans
and specifications by the City Engineer and
other interested agencies and of the agreement,
bond and final plat by the City Council, such plat
may be recorded."

18. Subsection (b) of Section 43-47 shall be
modified to read as follows:

"(b) Upon acceptance of the improvements or any
substantial portion thereof by the City, any cash,
negotiable securities, letter of credit, or bond
posted with the City with respect to such improve-
ments or such portion pursuant to Subsections (a)(2)
or (a)(3) above shall promptly be returned to the
subdivider. The subdivider shall in the case of
improvements installed pursuant to Subsections
(a)(1), (a)(2) or (a)(3) of this Section 43-47,
as modified by this Plan Description, be respon-
sible for defects in construction of all improve-
ments for one year following their acceptance by
the City, and shall guarantee the correction
of any such defects by posting cash, negotiable
securities, an irrevocable letter of credit issued by a bank authorized to do business in the State of Illinois, or a surety bond with sureties approved by the City Council or with sureties whose surety bonds for similar improvements are acceptable to the State of Illinois in the amount of twenty percent of the cost of such improvements. The fulfillment of this requirement is a condition to approval of the final plat, and is in addition to the requirements of Subsection (a) of this Section. Unless there is a pending unresolved claim by the City with respect to any defects in construction of such improvements, such cash, negotiable securities, letter of credit or bond shall promptly be returned to the subdivider at the end of such one-year period."

19. Section 43-48 of the Subdivision Control Ordinance shall be inapplicable and in lieu thereof the following provisions shall govern the open space, park, recreation land and school site land reservation and dedication obligations which shall apply to the District:

a. Open Space, Park and Recreation Land.

Land shall be reserved in each Region of the District for public open space, park and recreation areas. The amount of land to be so reserved shall be five and one-half acres for each one thousand persons estimated to be included in the total residential population of such Region, using for
the purpose of such estimate the Table of Estimated Ultimate Population set forth in Subsection D of Section 43-48 of the Subdivision Control Ordinance (hereinafter called "Table of Estimated Population"). As a condition to the approval by the City Council of any Final Plan for a development phase of a Region of the District pursuant to Subsection 14.7 of the Zoning Ordinance, which Final Plan includes land reserved for public open space, park and recreational areas, the City Council shall require (i) a dedication of the reserved land to the City or to another public body approved by the developer and the City Council, or (ii) a contractual commitment from the developer obligating the developer to dedicate the reserved land to the City or such other public body within such time period as may be specified by the City Council, which time period shall not, without the developer's approval, be longer than one year commencing with the date of such Final Plan approval; provided, that:

(1) Such dedication obligation shall, at the request of the developer be conditioned upon the execution, prior to such dedication, of a legally binding agreement between the developer and the City, or between the developer and such other public body to which such land is to be dedicated, which agreement shall provide, among other matters, that:
(a) An equitable portion of the tax revenues attributable to the land in the Region which shall have been or shall thereafter be received by the City or by such other public body during the period commencing with the date of annexation of the District to the City and ending three years after the date of approval of a Final Plan for the last development phase of the Region, pursuant to levies made by the City or by such other public body for open space, park or recreational purposes, shall be expended for the installation, purchase, maintenance or operation of improvements to or recreational programs conducted in such dedicated land or other land in the Region theretofore or thereafter dedicated pursuant to the provisions of this Subsection B.19.a.; provided, that the improvements referred to in this Subsection B.19.a. shall not include the improvements to be provided by the developer pursuant to the provisions of Subsection B.19.c.(1) hereof, but shall include the purchase and maintenance of landscaping, recreational equipment, tennis courts, ball fields, and similar park and recreation facilities (hereinafter called "recreational improvements") ; and provided
further, that in determining an equitable portion of such tax revenues, the following factors shall be given consideration: (i) the need and desirability of adequate open space, park and recreational improvement expenditures during the development period of the Region; (ii) expenditures by the City or such other public body for the installation, purchase, maintenance or operation of improvements to or recreational programs conducted in areas in such Region which improvements and programs are reasonably available to persons residing outside such Region; and (iii) the general administrative costs of the City or such other public body related to open space, park or recreational purposes; and

(b) The City or such other public body which is to make the purchase of or payment for recreational improvements to be purchased with or paid for from tax revenues pursuant to the terms of such agreement shall, prior to the determination of the type of recreational improvements which are to be so purchased or paid for, consult with the developer and give consideration to the developer's views as to the type of recreational improvements which would be appropriate for the area in which they are to be installed or constructed; and
(c) Agreed upon recreational improvements may be made or paid for by the developer in advance of the time when tax revenues are available for their purchase, subject to arrangements for subsequent repayment to the developer, out of future tax revenues, of the agreed upon cost thereof to the developer plus agreed upon interest charges; and

(d) The City or such other public body agrees to accept such dedicated land and to assume responsibility for the maintenance thereof; and

(e) The land to be so dedicated will at all times after such dedication be maintained in a manner adequate to prevent such land from being a detriment to the value and use of other property in the District; provided, that the cost of such maintenance shall, for the purpose of Subsection B.19.a.1)(a) above, be treated as a cost of maintaining a recreational improvement as such term is defined in such Subsection; and

(f) The City or such other public body will use its best efforts to obtain federal or state funds or grants which may be available for the purchase and maintenance of recreational improvements to the land so
dedicated and will utilize any such funds or grants which are obtained for such purchase and maintenance; and

(g) The City or such other public body will, in the planning for any public open space, park or recreation area adjacent to a reserved school site, cooperate with the school district for which such school site has been reserved so as to maximize the utility of the public open space, park or recreation area for the needs of the educational facilities for which the reserved school site is to be used.

(2) If the developer and the City or the developer and such other public body to which land is to be dedicated are unable to agree upon the terms of such an agreement, the City, such other public body or the developer may at any time request that the areas of disagreement be submitted to arbitration in accordance with the rules then obtaining of the American Arbitration Association, and the arbitrators shall be selected as follows: on ten days' written notice by either party to the other, each of them shall designate an arbitrator, and a third arbitrator shall be selected within twenty days thereafter by the two arbitrators so designated. The award under such arbitration shall, if accepted by the City or such other public body, be binding upon the
developer. If the City or such other public body does not accept such award, within thirty days after its determination, the developer shall be relieved from the land dedication obligation to which the agreement was a condition, and if the City or such other public body to which the land was to be dedicated does not, within ninety days from the date of the determination of such award, acquire such land by purchase or commence proceedings to acquire such land by condemnation, the developer shall be relieved from any reservation obligation with respect to such land. Such land may then be developed and used in any manner permitted by Subsections A., B. and C. of Section II hereof.

(3) Land devoted to private open space, park and recreation areas (including swimming clubs, tennis clubs and golf courses) may be deducted from the land reservation and dedication obligation for public open space, park and recreation areas; provided, that:

(a) Subject to Subsection (b) below, such deductions may not, without the approval of the City Council, exceed twenty percent of such public open space, park and recreation area, land reservation and dedication obligation;

(b) Such deductions may, without approval of the City Council, exceed twenty
but not forty percent of such obligation to the extent that such excess percentage of land is devoted to private open space, park and recreational uses, such as swimming clubs, tennis clubs and golf courses which are designed to serve and open to membership from or available for use by all residents of the City;

(c) Plans for such private open space, park and recreation areas, including specifications of facilities to be installed, must be approved by the City;

(d) Appropriate arrangements shall be required to provide for the continuing protection and maintenance of such private open space, park and recreation areas;

(e) Private open space, park and recreation areas shall be areas devoted exclusively to the scenic, landscaping, recreational or leisure uses of the occupants of dwelling units for whose use the private open space areas are intended and shall be accessible and available to all such occupants. Private open space areas shall not include public rights-of-way or areas covered by buildings, parking structures or accessory structures excepting where such buildings or structures are used solely for the purposes
of recreational and leisure activities. Well-designed decks or plazas which are used for recreational or leisure purposes and which are located upon buildings, parking structures or accessory buildings not solely used for recreational purposes may, subject to the approval of the City Council, be included as private open space;

(f) Any areas of private open space to be credited against public open space requirements shall be not less than twenty-four hundred square feet in area excepting for corridors of not less than twenty feet in width created to connect lots or buildings with larger private or public open space areas, in which case areas less than twenty-four hundred square feet shall be credited. Such private open space shall also be in addition to zoning lot land area requirements as contained in this Plan Description unless otherwise approved by the City Council; and

(g) Any approvals by the City Council provided for in this Subsection B.19.a.(3) may be given as part of the approval of a Preliminary or Final Plan.

(4) Prior to the preparation of Preliminary Plans for successive development
phases of the Region, the developer will consult with appropriate representatives of the City, or other public body for which land for public open space, park and recreation areas is to be reserved or dedicated, with respect to the location of such areas. The proposed location of such public open space, park and recreation areas shall be in accordance with the open space, park and recreation land development plans as shown on the developer's General Development Plans and Preliminary Plans for successive development phases of the Region submitted for approval in accordance with Subsection 14.7 of the Zoning Ordinance. Plans for public open space, park and recreation areas shall reasonably conform to the Goals and Standards for Parks and Open Space included in the Comprehensive Plan for Parks and Recreation of the Fox River Valley Pleasure Driveway and Park District, Southern Kane County Sector dated December, 1972 (hereinafter called the "Park District Plan"). Whenever reasonably possible, a park site of at least four acres in size shall be located adjacent to each elementary school site.

(5) Subject to the requirements of Subsection B.19.c.(1) below, the areas used for the storm water retention and runoff facilities described in Subsection C. of Section V hereof
and areas zoned as flood plain by the City may be included as land reserved to meet the public open space, park and recreation area land reservation obligations of this Plan Description, and it shall be a condition to all of a developer's obligations under this Subsection B.19.a. that at the developer's request, the City or another public body approved by the developer and by the City Council shall accept the conveyance or dedication of such land and shall assume responsibility for the maintenance thereof; provided, that it may not be made a condition of a developer's obligations under this Subsection B.19.a. that responsibility for the cost of constructing such storm water retention and runoff facilities be assumed by the City or such other public body. Such storm water retention facilities shall be designed and constructed in a manner which shall have utilized generally accepted and economically feasible engineering methods to minimize the silting of such storm water retention facilities.

(6) The developers of each Region will make land available for purchase by the City or other public body for which land for public open space, park and recreation areas is to be reserved or dedicated, subject to the following limitations:
(a) Such purchased land must be used for the enlargement, by the addition of contiguous purchased land, of a site already reserved or dedicated for a tot lot, neighborhood park, neighborhood playground, or community playfield, as such terms are defined on pages 11 and 12 of the Park District Plan, and the purpose of such enlargement must be to conform such site to the size standards set forth on said pages 11 and 12.

(b) The purchase price for any such purchased land shall be computed at $15,000 per acre plus a sum equal to the interest that would have been earned on the amount of the purchase price between July 1, 1973 and the date when any such purchase of land is closed if such interest were computed at the rate of one percent above the prime rate from time to time being charged by The First National Bank of Chicago to its large corporate borrowers.

(c) The maximum amount of land in each Region of the District which shall be subject to purchase pursuant to this Subsection a.(6) shall be fifteen percent of the amount of land required to be
reserved and dedicated in such Region for public open space, park and recreation areas.

(d) It shall be a condition to the obligation of the developers to make land available for purchase pursuant to this Subsection a.(6) that the location of such land is consistent and compatible with the developer's Land Use Plan, General Development Plans and Preliminary Plans, if any, for the area in which the land to be purchased is located.

(e) No land need be made available for purchase pursuant to these provisions if such land is covered by an approved Preliminary Plan.

(f) No land need be made available for purchase pursuant to these provisions if such land shall have been conveyed pursuant to Subsection V L. of this Plan Description, and no provision for such purchase shall have been made in the deed or other document deposited with the Department of City Planning; provided, that prior to any such conveyance of land located in a Residential Area of the District, the developers shall have consulted with the City or other public body for which
land for public open space, park and recreation areas is to be reserved or dedicated as to the intended use of such conveyed land and shall have given good faith consideration to any request by the City or such other public body that a provision for such purchase be made in such deed or other document.

b. School Sites.

(1) Land shall be reserved in Region I of the District for school sites for elementary schools and junior high schools to serve such Region, the number of elementary and junior high schools to be determined by the school classification criteria set forth in Subsection (B)(1) of Section 43-48 of the Subdivision Control Ordinance (hereinafter called the "Site Size Criteria") and by the Table of Estimated Population. No reservation of land for a high school site shall be required in Region I.

(2) Land shall be reserved in Region II of the District for school sites for elementary schools and junior high schools to serve such Region, the number of elementary and junior high schools to be determined by the Table of Estimated Population and the Site Size Criteria. Land shall be reserved in Region II for school sites for high
schools to serve the District, the number of high schools to be determined by the Table of Estimated Population and the Site Size Criteria.

(3) In any case where the Table of Estimated Population requires the dedication of a fractional school site which is fifty percent or more of a required school site in accordance with the Site Size Criteria, the developers shall reserve additional land at such fractional site as required to meet the Site Size Criteria. Such additional land shall be subject to the purchase requirements provided for in Subsection B.19.b.(5) below.

(4) As a condition to the approval by the City Council of any Final Plan for a development phase of a Region of the District pursuant to Subsection 14.7 of the Zoning Ordinance, which Final Plan includes land reserved for one or more school sites, the City Council shall require (i) a dedication to the appropriate school district of all or that part of the reserved land which is required to be dedicated in accordance with the Table of Estimated Population and the Site Size Criteria, or (ii) a contractual commitment from the developer obligating the developer to dedicate all or such part of the reserved land to the appropriate school district within such time period as may be specified by the City Council,
which time period shall not, without the developer's approval, be longer than one year commencing with the date of such Final Plan approval; provided, that such dedication obligation shall, at the request of the developer, be conditioned upon the receipt by the developer, prior to such dedication, of legally binding contractual undertakings from such school district to the effect that (a) such school district will cooperate with the City or other public body to which any land adjacent to the reserved school site is to be dedicated for public open space, park and recreational areas, so as to maximize the utility of the public open space, park or recreational land for the needs of the educational facilities for which the reserved school site is to be used, and (b) the land to be dedicated will, within a reasonably prompt period of time, be improved with a building or buildings and other educational facilities adequate, in accordance with generally accepted standards, to meet the educational needs of the residents of the District which such dedicated land is intended to serve. The contractual undertakings which may be required from a school district as a condition to a land dedication obligation shall take into consideration the financial resources of such
school district and the legal requirements that such district must meet in order to provide buildings and other educational facilities on the reserved land to which such dedication obligation is applicable.

(5) If, in accordance with the Table of Estimated Population and the Site Size Criteria, a fraction of a reserved school site is required to be dedicated, the developer may be required to sell and, in such event the school district shall be required to purchase, at the time of or prior to the dedication of such fractional site, the additional land reserved in order that such site comply with the Site Size Criteria. The purchase price of such additional land shall be $12,000 per acre. In the alternative, such school district may elect to substitute a cash contribution for the developer's dedicated obligation with respect to such fractional site, in which event the cash contribution provisions of Subsection B.19.b.(6) below shall be applicable, and the developer shall be relieved from any reservation or dedication obligation with respect to such fractional site and any reservation obligation with respect to such additional land.

(6) If a school district chooses the cash contribution election provided for in Subsection B.19.b.(5) above in lieu of land dedication with respect to a fractional school site,
the City Council shall, as a condition to the approval of the Final Plan for the development phase of the Region which includes the reserved site with respect to which the cash contribution election shall have been made, require the developer to make a cash contribution or a cash contribution contractual commitment in lieu of a land dedication or a land dedication contractual commitment. The City Council shall also require from the developer of Region I, as a condition to the approval of any Final Plan for a development phase of that Region which would require land dedications or land dedication contractual commitments for a high school site, a cash contribution or cash contribution contractual commitment in lieu of such land dedication or land dedication contractual commitment. All cash contributions and cash contribution commitments shall be computed by multiplying $12,000 by the number of acres or fraction thereof that would have been required to be dedicated pursuant to the dedication requirement for which the cash contribution is a substitute. A developer's obligation to make any cash contribution shall, at the request of the developer, be conditioned upon the receipt by the developer, prior to the time when such cash contribution is required to be made, of legally binding contractual undertakings from
the school district which has the responsibility for providing the education facilities for which such cash contribution is intended, to provide, within a reasonably prompt period of time, educational facilities adequate, in accordance with generally accepted standards, to meet the education needs of the residents of the development phase for which such cash contribution is made. All cash contributions shall be held in trust by the City, or another public body, person, firm or corporation approved by the City and the developer, solely for use in the acquisition of land for a school site to serve the immediate or future needs of children from the development phase with respect to which such cash contribution shall have been made or for the improvement to an existing school site or buildings which already serve such needs. If any portion of such cash contribution is not expended for the purposes set forth herein during such time period as may be specified in any contractual undertaking of an affected school district made pursuant to the provisions hereof, or, in the absence of a specified time period in a contractual undertaking, within seven years from the date of receipt, it shall be refunded to the developer.

(7) If the developer and any school district are unable to agree upon the contractual undertakings which may be requested by the
developer pursuant to Subsections B.19.b.(4) or B.19.b.(6) above, such school district or the developer may at any time request that the areas of disagreement be submitted to arbitration in accordance with the rules then obtaining of the American Arbitration Association, and the arbitrators shall be selected as follows: on ten days' written notice by either party to the other, each of them shall designate an arbitrator, and a third arbitrator shall be selected within twenty days thereafter by the two arbitrators so designated. The award under such arbitration shall, if accepted by such school district, be binding upon the developer. If the school district does not accept such award within thirty days after its determination, the developer shall be relieved from the land dedication or cash contribution obligation to which the contractual undertakings were a condition. In the case of an arbitration concerning a contractual undertaking which is a condition to a land dedication obligation of the developer, if the award in such arbitration is not accepted by the school district and the school district does not, within ninety days from the date of determination of such award, acquire the land which is the subject of the developer's dedication obligation by purchase or commence proceedings to acquire such land by condemnation, the developer shall be relieved from any reservation obligation with respect to such land. Such
land may then be developed and used in any manner permitted by Subsections A., B. and C. of Section II hereof.

(8) Prior to the preparation of Preliminary Plans for successive development phases of the Region, the developer will consult with appropriate representatives of the affected school district with respect to the location of school sites. The proposed location of such school sites shall be in accordance with the school site land development plans as shown on the developer's Preliminary Plans for successive development phases of a Region submitted for approval in accordance with Subsection 14.7 of the Zoning Ordinance.

c. General Matters.

(1) All land dedicated for school sites, public open space, park or recreation areas pursuant to the provisions of this Subsection B.19. shall be suitable for its intended use and for the construction and maintenance of the educational facilities or recreational improvements for which such land is planned. With respect to all such dedicated land, the developer shall have the obligation to make provision for electrical, water and sewer services adjacent to the site which shall be appropriate to the land to be dedicated and the intended use thereof. The developer shall construct or have the obligation to make provision for the construction
of public street improvements (including storm 
water drainage facilities and required curb 
and gutter improvement) adjacent to such 
dedicated land. Such provision for electrical, 
water and sewer services and public street 
improvements for a site shall be completed 
prior to the scheduled time for commencement 
of construction of the school or park facilities 
for which such site is to be used.

(2) Nothing in this Subsection B.19. 
shall obligate a developer to reserve or dedicate 
land for school sites or for public open space, 
park or recreation areas in any particular develop-
ment phase of a Region of the District, and Final 
Plans for development phases of a Region which do 
not provide for such land reservation or dedica-
tions may be approved in accordance with the pro-
visions of this Plan Description and Subsection 14.7 
of the Zoning Ordinance; provided that to the 
degree that any such Final Plan does not provide 
for such land reservations or dedications which 
are requirements of the development phase covered 
by such Final Plan and which have not been pro-
vided for in other Final Plans for property in 
the Region theretofore approved by the City 
Council, such reservation or dedication require-
ments remain a requirement to the development 
of the property in the Region as to which Final 
Plans shall not have been approved; and, provided 
further, that if land reservation or dedication
requirements attributable to any Final Plan for a development phase of a Region of the District are not provided for in such Final Plan or in other Final Plans for property in the Region theretofore approved by the City Council, the City Council may require, as a condition to the approval of such Final Plan, that the developer designate the location or locations in those areas of the Region for which Final Plans have not been submitted for approval, where land will be reserved to meet the developer's land reservation or dedication obligations attributable to such Final Plan. Approval by the City Council of the location or locations of such land reservations in areas for which Final Plans have not been submitted for approval shall constitute prior approval of such location or locations for the purpose of Preliminary Plans or Final Plans covering such location or locations which may be submitted in the future.

(3) Nothing in this Subsection B.19. shall create any right of any kind in any school district or other public body other than the City; and any provision of this Plan Description which may be included for the benefit of a school district or other public body may be deleted or modified by the City and the developer (in accordance with the provisions of Subsection 14.7 of the Zoning Ordinance) without the approval

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of such school district or other public body; provided, that any school site land reservation or dedication obligation or any cash contribution obligation provided for in this Subsection B.19. may at any time or from time to time be modified by agreement between the developer and the affected school district; and, provided further, that any public open space, park or recreation land reservation or dedication obligation which requires dedication to a public body other than the City may at any time and from time to time be modified by agreement between the developer and such other public body. Any such agreement between the developer and an affected school district or between the developer and such other public body shall be binding upon the City as an effective modification of this Plan Description but shall not require the approval of the City Council. A copy of each such agreement shall be deposited with the Department of City Planning promptly after its execution.

(4) With respect to all land dedicated for school sites or for public open space, park or recreation areas pursuant to the provisions of this Subsection B.19., the deed, plat or other instrument by which such land is dedicated shall contain appropriate provisions restricting the use of such land to the use or uses contemplated in this Subsection B.19. or to the use or uses
contemplated in any agreement between the developer and the City, school district or other public body to which such land is to be dedicated.

(5) The developer may at any time and from time to time file an objection to the applicability of the Table of Estimated Population to all or any part of the District, and be entitled to a determination of such applicability in accordance with the provisions of Subsection D of Section 43-48 of the Subdivision Control Ordinance.

20. Subsection (d) of Section 43-59 shall be modified to read as follows:

"(d) Where a subdivision abuts or contains an existing or proposed primary highway and where it may be necessary for the adequate protection of residential properties or to afford separation of through and local traffic, the preliminary plats and final plats shall provide for (1) marginal access streets, (2) reverse frontage lots with a screen planting easement of at least ten feet in width located along the rear property line and across which there shall be no right of vehicular access, (3) deep lots with rear service access, or (4) such other treatment as the developer may propose which will adequately provide the necessary protection of residential property or traffic separation."

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21. Subsection (e) of Section 43-59 shall be modified to read as follows:

"(e) Where a subdivision borders on or contains a railroad or an expressway right-of-way consideration shall be given to the location of a street approximately parallel to and on each side of such railroad or expressway right-of-way at a distance suitable for the appropriate use of the intervening land. Such distance shall be determined with due regard for the requirements of approach grades and future grade separations."

22. Subsection (l) of Section 43-59 shall be modified to read as follows:

"(l) Where the City Engineer determines that the geometrics at street intersections are such as to require property line cut offs, roundings or chords at such intersections, they shall be provided."

23. Subsection (m) of Section 43-59 shall be modified to read as follows:

"(m) Street right-of-way widths shall be as specified in the table of minimum standards as modified by this Plan Description."

24. Subsection (o) of Section 43-59 shall be modified to read as follows:

"(o) Dead-end streets (cul-de-sac) may have a maximum length of six hundred feet measured
from the right-of-way line at the open end to the center of the turn-around circle, shall be provided with a paved surface of twenty-seven feet back to back of curb and a turn-around at the closed end having an outside pavement diameter back to back of curb of at least eighty feet and a street property line diameter of at least one hundred and twenty feet. The right-of-way for dead-end streets shall be at least fifty feet. The paved surface and right-of-way requirements for dead-end streets shall also be applicable to residential loop streets not over twelve hundred feet in length measured from the right-of-way line at each end. Such dead-end and loop streets shall originate and, in the case of loop streets, terminate at residential or collector streets."

25. The table of minimum standards for street design contained in Subsection (p) of Section 43-59 shall be modified to read as follows:

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<th>Residential</th>
<th>Collector</th>
<th>Secondary</th>
<th>Primary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-way</td>
<td>60'</td>
<td>66'</td>
<td>80'</td>
<td>80' to 100'</td>
</tr>
<tr>
<td>Radius of horizontal curve of street center line</td>
<td>200'</td>
<td>300'</td>
<td>400'</td>
<td>500'</td>
</tr>
<tr>
<td>Length of vertical curve</td>
<td>30 times algebraic difference of grade, but not less than 50 feet. (Not required when algebraic difference of grade is less than 1.5%).</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MINIMUM STANDARDS FOR STREET DESIGN.
(Con't.)

<table>
<thead>
<tr>
<th></th>
<th>Residential</th>
<th>Collector</th>
<th>Secondary</th>
<th>Primary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length of tangents between reverse curves</td>
<td>50'</td>
<td>50'</td>
<td>100'</td>
<td>100'</td>
</tr>
<tr>
<td>Maximum grade</td>
<td>6%</td>
<td>6%</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>Minimum grade</td>
<td>0.35</td>
<td>0.35</td>
<td>0.40</td>
<td>0.40</td>
</tr>
<tr>
<td>Non-passing sight distance</td>
<td>200'</td>
<td>200'</td>
<td>300'</td>
<td>400'</td>
</tr>
<tr>
<td>Width of paving, back-to-back of curbs</td>
<td>31'</td>
<td>37'</td>
<td>41'</td>
<td>45'</td>
</tr>
</tbody>
</table>

26. Section 43-62 shall be modified to read as follows:

"Sec. 43-62. EASEMENTS.
(a) Easements shall be provided for utilities, ingress and egress. Easements for utilities provided by private public utility companies shall be approved by such companies; easements for sanitary sewers shall be approved by the City Sewer Department; easements for drainage, ingress and egress shall be approved by the City Engineer; and water utility easements shall be approved by the City Water Department.
(b) Where a subdivision is traversed by a watercourse, drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the line of such watercourse, drainage way, channel or stream of a width which will provide adequate access for future construction and maintenance as recommended by the City Engineer."
27. Section 43-63 shall be modified to read as follows:

"Sec. 43-63. BLOCKS.

(a) Except as provided in Subsections (b), (c) and (d) below, no specific rule is made concerning the length, width or shape of blocks, but blocks shall be designed with due regard to:

(1) provision for adequate building sites suitable to the special needs of the type of use contemplated;

(2) the limitations and opportunities of topography; and

(3) the desirability of convenient access, and of street traffic circulation, control and safety.

(b) In Residential Areas where a pattern of residential and collector streets is planned, the City Engineer may, for the purpose of minimizing traffic congestion, recommend that the distance between cross streets not exceed eighteen hundred feet.

(c) Pedestrian cross walks not less than five feet wide shall be provided where deemed necessary to provide for pedestrian circulation or access to schools, playgrounds, shopping centers, transportation, and other community facilities; provided, that where recommended by the City Engineer, such cross walks shall have a greater width up to and including ten feet.

(d) Blocks or portions thereof intended for
commercial or industrial use shall be designated as such, and the plat shall show adequate
off-street areas to provide for parking, loading
docks, and other such facilities."

28. Subsection (a) of Section 43-64 shall be
inapplicable.

29. Subsection (b) of Section 43-64 shall be
modified to read as follows:

"(b) A 'subdivided lot' is herein defined
to mean a portion of a subdivision intended
for transfer of ownership, building develop-
ment, other uses consistent with this Plan
Description or any combination of the foregoing.
A subdivided lot shall be appropriate for the
type of development and use contemplated by
this Plan Description. A subdivided lot may
be a zoning lot, as such term is defined in
this Plan Description, or it may be a portion
of a zoning lot. The term lot used alone in
this Plan Description or in the Subdivision
Control Ordinance shall be deemed to be a
subdivided lot as such term is defined herein.
If a subdivided lot on which dwelling units
are or may be located is a portion of a zoning
lot, appropriate arrangements shall be required
to provide for the continuing protection and
maintenance of the open areas, parking facili-
ties and other common elements of such zoning
lot required by the development standards and other terms of this Plan Description, or of any Preliminary Plan or Final Plan for the area of the District in which such zoning lot is located. Such arrangements may provide for the conveyance of all or part of such open areas, parking facilities and other common elements to a property owners association consisting of all the owners, present and future, of subdivided lots within such zoning lot; or such continuing protection and maintenance may be provided by other types of conveyances and agreements. The following provisions shall be applicable to lots or to zoning lots as indicated:

(1) Zoning lot dimensions and areas shall conform to the requirements of this Plan Description.

(2) Zoning lots abutting a watercourse, drainage way, channel, or stream shall have a minimum width and depth as may be required to provide adequate building sites and to afford the minimum usable area required by the provisions of this Plan Description.

(3) The depth and width of lots in the Business and Manufacturing Areas of the District shall be adequate to provide for the off-street parking and loading facilities required by the Zoning Ordinance as modified by this Plan Description."
30. Subsection (d) of Section 43-64 shall be modified to read as follows:

"(d) All lots shall have access to or abut on a public dedicated street, court or cul-de-sac, or a private street, court or cul-de-sac."

31. Subsection (e) of Section 43-64 shall be modified to read as follows:

"(e) In the case of a subdivided lot which is a zoning lot, as such term is defined in this Plan Description, and which contains not more than one one-family detached dwelling, a double frontage or reverse-frontage lot shall be avoided except where essential to provide separation of residential development from highways or primary thoroughfares or to overcome specific disadvantages of topography and orientation. A planting screen easement of at least ten feet and across which there shall be no right of vehicular access shall be provided along the lot line of such a lot abutting such a highway or primary thoroughfare."

32. Subsection (f) of Section 43-64 shall be inapplicable.

33. Section 43-65 shall be modified to read as follows:

"Sec. 43-65. BUILDING SETBACK LINES.

Building setback lines shall conform to the provisions and requirements of this Plan Description."
34. Subsection (a) of Section 43-66 shall be inapplicable.

35. Section 43-67 shall be inapplicable.

36. Section 43-78 shall be modified to read as follows:

"Sec. 43-78. COMPLIANCE REQUIRED; CERTIFICATION.

No subdivision of land shall be approved without the subdivider submitting a statement signed by the City Engineer certifying that the improvements described in the subdivider's plans and specifications, together with agreements, meet the minimum requirements of this Plan Description, of all ordinances of the City as modified by this Plan Description and of Article V of the Subdivision Control Ordinance as modified by this Plan Description."

37. Subsection (e) of Section 43-79 shall be modified to read as follows:

"(e) When required by the City Engineer storm sewers shall be constructed throughout the entire subdivision, which shall be separate and independent of the sanitary sewer system and which shall provide an adequate outlet or connection with the storm sewer system of the City or a stream or drainage course. The storm sewer system shall be designed by the rational method, to accept the runoff from a storm with
a five-year return frequency on the fully developed site. Storm water inlets shall be constructed in the pavement curbs and gutters to drain the pavement at intervals not to exceed six hundred feet; provided, that where standard engineering practices, as recommended by the City Engineer, would require a shorter interval between storm water inlets, such inlets shall be constructed at such shorter intervals which shall not be less than three hundred feet except at intersections. The total storm system may be a combination of open and closed conduits or channels. No storm sewer shall be connected to any sanitary sewer of the Aurora Sanitary District. When storm sewers are not installed, adequate facilities, as recommended by the City Engineer, for the removal of surface water shall be provided throughout the entire subdivision."

38. Section 43-80 shall be modified to read as follows:

"Sec. 43-80. WATER SUPPLY.

Water mains to furnish City water to each and every lot within the subdivision shall be constructed in accordance with the applicable ordinances of the City."

39. Subsection (a) of Section 43-81 shall be modified to read as follows:

"(a) Roadways of collector and residential streets shall have a surface consisting of one of the following materials as selected
by the subdivider's design engineers: non-reinforced Portland cement concrete pavement having a minimum thickness of six inches or a gravel or crushed stone base course Type B having a minimum compacted thickness of eight inches on residential streets and ten inches on collector streets, or structurally equivalent base material of appropriate thickness with a two inch Bituminous Concrete surface course, Sub-class B-5."

40. Subsection (d) of Section 43-81 shall be modified to read as follows:

"(d) All streets shall be improved with roadways bounded by non-reinforced Portland cement concrete curbs and gutters in accordance with specifications established by the City and approved by the City Engineer. Eighteen-inch wide roll type curbs and gutters shall be permitted on collector and residential streets. Where non-reinforced Portland cement concrete pavement is constructed, curbs may be constructed monolithic with the pavement."

41. Subsection (f) of Section 43-81 shall be modified to read as follows:

"(f) Street improvements shall be in accordance with the Table of Minimum Standards in Section 43-59 as modified by this Plan Description."
42. Section 43-84 shall be modified to read as follows:

"Sec. 43-84. SIDEWALKS.

Public sidewalks shall be constructed to a width of not less than five feet and shall be installed on both sides of publicly dedicated streets; provided, that with the approval of the City Council, public sidewalks may be installed on only one side of a publicly dedicated street if (1) adequate public pedestrian walkways are located on the property on the other side of such street, or (2) sidewalks on the other side of such street are inappropriate or unnecessary on both sides of such street because of the nature of the land use planned for the affected area. The construction of sidewalks may be deferred until such time as the development of the property adjacent to such sidewalks has been completed, and acceptance and dedication of other improvements may take place prior to the construction of such sidewalks; provided, that for reasons of public safety the City Engineer may in such cases require the subdivider to provide temporary walkways pending the construction of sidewalks. The specifications for such temporary walkways shall be subject to the approval of the City Engineer. Public sidewalks shall be constructed of
Portland cement concrete having a minimum thickness of four inches or equivalent material approved by the City Engineer. Unless otherwise approved by the City Council, all public sidewalks shall be located within the street right-of-way, one foot inside the right-of-way line. All City Council approvals provided for in this Section 43-84 may be given as part of the approval of a Preliminary or Final Plan."

43. Section 43-87 shall be modified to read as follows:

"Sec. 43-87. INSPECTION OF IMPROVEMENTS.

The subdivider shall be obligated to pay the City for the City's actual costs incurred in connection with the review of plans and specifications for all public improvements installed pursuant to Subsections (a)(1), (a)(2) or (a)(3) of Section 43-47 of the Subdivision Control Ordinance, as modified by this Plan Description. All such public improvements shall, at the subdivider's expense, be laid-out in the field prior to the commencement of construction and shall be inspected during the course of construction by a professional engineering firm retained by the subdivider, and copies of reports of such firm shall be made available
to the City Engineer without cost to the City. Routine inspections of such public improvements by the City during the course of and upon completion of construction will be made without cost to the subdivider, but the subdivider shall be obligated to pay the City for the City's actual costs of special inspections of such public improvements occasioned by defective work or work practices. Upon completion of construction of such public improvements, the subdivider shall supply the City with 'as built' drawings of such public improvements, which drawings shall, at the subdivider's expense, be certified by the professional engineering firm which performed the inspection services referred to above."
A. Sanitary Sewer Service to the District.

The developers of the District propose annexation of the District to the Aurora Sanitary District. The proposed sewer service system described below has been planned jointly by the developers of the District and the Aurora Sanitary District. By describing the proposed sewer service system in this Plan Description the developers of the District do not assume responsibility for financing the proposed system. The developers of the District and the Trustees of the Aurora Sanitary District are jointly exploring methods by which such financing may be accomplished.

The sanitary outfall sewer systems serving Regions I and II will consist of a gravity sewer running south-westernly along the Waubansee Creek from the approximate intersection of Farnsworth Avenue and Waubansee Creek to a pumping station to be built in the south half of Section 9, Oswego Township, Kendall County. The pumping station will be connected to the Aurora Sanitary District's treatment plant on the Fox River in Montgomery, Illinois by a force main sewer.
That portion of Regions I and II lying in general between Aurora Road and Oswego Road will be served by a trunk sewer connected to the above mentioned outfall sewer and running northeasterly along the Waubansee Creek to its intersection with the Elgin, Joliet & Eastern Railway Company right-of-way, thence northerly adjacent to and parallel with said right-of-way to the north line of Section 29, Naperville Township, DuPage County, thence easterly adjacent to and parallel with said line and said line extended east to its intersection with the east line of the west half of the west half of Section 21 in the Township and County aforesaid, thence northerly adjacent to and parallel with said line to its intersection with the southerly right-of-way line of Aurora Road.

Sanitary trunk sewers for the southern part of Region II will consist of a sewer connected to the proposed Aurora Sanitary District trunk sewer described above as following Waubansee Creek at a point in the southwest quarter of Section 36, Township 38 North, Range 8 East, and running generally southeasterly from that connection point to the right-of-way of 87th Street extended, thence easterly along the existing and extended 87th Street right-of-way to the approximate intersection of 87th Street and the north-south centerline of Section 31 in Naperville Township, DuPage County, thence northerly along the approximate centerline of Section 31 to the 83rd Street right-of-way, thence easterly along the 83rd Street right-of-way to its intersection with the centerline of Section 33, Naperville Township, DuPage County.
The sanitary trunk sewer system to serve the northern part of Region II will consist of a gravity trunk sewer connected at some point in the northeast quarter of Section 30 to the trunk sewer described earlier and which runs northeasterly adjacent to the Waubansee Creek. This gravity trunk sewer to serve the northern part of Region II will be constructed in a northerly direction adjacent to or within the corridor of the proposed Fox Valley Freeway and will terminate at approximately the intersection of said corridor and Molitor Road.

Manholes will be located in accordance with the Aurora Sanitary District's design standards and at key connection points. Trunk sewers will be sized to accommodate the estimated future sewer requirements of the area.

Any change in the above described sewer service system which receives the approval of the Aurora Sanitary District shall be deemed a reasonable variation from this Plan Description for the purpose of clause a. of Subsection 14.7-6 of the Zoning Ordinance, and shall not require the approval of the City Council. The Department of City Planning shall be notified of any change in the above-described sewer service system.

B. Water Service to the District.

The proposed water distribution facilities described below have been planned jointly by the developers
of the District and the City Water Department. By describing the proposed water distribution facilities in this Plan Description the developers of the District do not assume complete responsibility for financing the proposed facilities. The developers of the District and the City are jointly exploring methods by which such financing may be accomplished.

The primary water distribution facilities for Region I and the central part of Region II will consist of a water main, approximately twenty inches in diameter connecting to the existing City of Aurora water system at two points in the vicinity of Hill Avenue and Fifth Avenue. The twenty-inch water main will extend easterly along Fifth Avenue to Vaughn Road, thence easterly along the east-west centerline of Section 30, Naperville Township, DuPage County to its intersection with the Wauhannsee Creek; thence northeasterly adjacent to the Wauhannsee Creek alignment to the west side of the Commonwealth Edison Company right-of-way; thence northerly, approximately sixteen inches in diameter, adjacent to and parallel with said right-of-way line to the north line of Section 29, Naperville Township, DuPage County; thence easterly adjacent to and parallel with said north line and said north line extended east to its intersection with the east line of the west one-half of the west one-half of Section 21 in the Township and County aforesaid; thence southerly and generally parallel to said east line to its intersection with the northerly right-of-way line of Oswego (Illinois Route Number 34).
At the intersection of the Waubansee Creek and the westerly right-of-way line of the Commonwealth Edison Company right-of-way, a two-million-gallon ground storage facility and high pressure pumping station will be constructed. A deep well with a capacity of one thousand gallons per minute will be drilled at the location of the ground storage pumping facility, discharging to said facility with the necessary pumping and chlorination equipment located adjacent to the well.

Water mains designed to supply water to the High Pressure Zone will run from this pumping station northerly adjacent to and parallel with said right-of-way line to the north line of Section 29, Naperville Township, DuPage County; thence easterly adjacent to and parallel with said north line and said north line extended to its intersection with the east line of the west one-half of the west one-half of Section 21 in the Township and County aforesaid. The water main will be approximately twenty inches in diameter from the pumping station to the intersection of the proposed main with the approximate easterly right-of-way line of the Elgin, Joliet & Eastern Railway Company, from which point the easterly extension of said water main will be approximately twelve inches in diameter.

Water distribution facilities for the southeast part of Region II will consist of an extension south from the proposed water main located on the west side of the
Commonwealth Edison Company right-of-way, following that right-of-way line and terminating at a proposed elevated storage tank with a minimum capacity of seven hundred and fifty thousand gallons located in the vicinity of the Elgin, Joliet & Eastern Railway Company right-of-way and 83rd Street. This tank will be further connected to the system through a trunk main running east along 83rd Street to the north-south centerline of Sections 33 and 28, thence north along said centerline across the 75th Street right-of-way and extending northerly to a connection with a previously described water main at the approximate intersection of Oswego Road with the east line of the west one-half of the west one-half of Section 21, Naperville Township, DuPage County; and by a trunk main running west along 83rd Street to the DuPage-Kane County Line, thence north along said county line to the above mentioned trunk main to be extended along Fifth Avenue.

Water distribution facilities for the northern part of Region II will consist of a proposed water main connected to the existing City water system at Reckinger, east of Farnsworth, thence south on Felton Road to Shefler Avenue, thence eastward along Shefler Avenue and Shefler Avenue extended to Eola Road, thence south along Eola Road to State Route 65, thence east on the south side of State Route 65 to the east right-of-way of the Elgin, Joliet & Eastern Railway Company and then south adjacent to said right-of-way to the High Pressure Zone trunk water main.
described as following the north line of Section 29,
Naperville Township, DuPage County. Additionally, a water
transmission main approximately sixteen inches in diameter
will be constructed easterly on the south side of State
Route 65, from the east right-of-way of the Elgin, Joliet &
Eastern Railway Company to the intersection of State
Route 65 with the East line of the west one-half of the
west one-half of Section 21, Naperville Township, DuPage
County.

A further connection to the existing City water
system will be provided by a proposed water main from the
intersection of Molitor Road and Felton Road extended,
easterly on Molitor Road to Eola Road, thence south along
Eola Road to make a connection with the main described
above.

Any change in the above described water distri-
bution facilities which receives the approval of the City
Water Department shall be deemed a reasonable variation
from this Plan Description for the purposes of clause a.
of Subsection 14.7-6 of the Zoning Ordinance.

C. District Storm Water Retention and Disposal Systems.

The proposed storm water retention and disposal
systems described below are being planned jointly by the
developers of the District and the City. By describing the proposed storm water retention and disposal systems in this Plan Description the developers of the District do not assume complete responsibility for financing the proposed systems. The developers of the District are exploring methods by which such financing may be accomplished.

1. Waubansee Creek Storm Retention and Disposal Facilities. Storm water retention facilities will be developed within the Waubansee Creek watershed. The facilities will have the capacity to retain storm runoff resulting from a storm with a twenty-five-year return frequency from a fully developed site with a discharge restricted to 0.15 inches per hour per acre from the same contributing area. Additionally, the facilities will have the capacity to retain storm runoff resulting from a storm with a one-hundred-year return frequency from a fully developed site with a discharge restricted to 0.2 inches per hour per acre from the same contributing area.

The allowable discharge from the upstream watershed will bypass or be in addition to the discharge from the proposed storm water retention facilities.

Between storm water retention facilities a conduit or improved channel with an adjacent floodway will be provided with capacity to convey a maximum runoff equivalent to 0.2 inches per hour per acre from the site and from the upstream watershed.
2. Indian Creek Tributary Storm Retention and Disposal Facilities. Storm water retention facilities will be provided having a capacity to retain storm water runoff resulting from a storm with a twenty-five-year return frequency from the fully developed site with a discharge restricted to 0.15 inches per hour per acre from the same contributing area. Additionally, the facilities will have the capacity to retain storm runoff resulting from a storm with a one-hundred-year return frequency from a fully developed site with a discharge restricted to 0.2 inches per hour per acre from the same contributing area.

The allowable discharge from the upstream watershed will bypass or be in addition to the discharge from the proposed storm retention facilities.

Between storm water retention facilities a conduit or improved channel with an adjacent floodway will be provided with capacity to convey a maximum runoff equivalent to 0.2 inches per hour per acre from the site and the upstream watershed.

3. Variations. Any change in the above described storm water disposal system which receives the approval of the City Engineer shall be deemed a reasonable variation from this Plan Description for the purpose of clause a. of Subsection 14.7-6 of the Zoning Ordinance.
D. Highways and Roads.

1. General. The following is an outline of the structure and general configuration of the major roadway network which will serve the District and the area surrounding it. It has been planned by the developers of the District after consultation with the State and County Highway Departments, the City Engineer and the Director of City Planning. The primary transportation system elements described herein are intended to serve as the basis for further detailed planning and design by the developers and their traffic consultants, working in close coordination with public transportation planning agencies at the City, County, State, and Federal levels. The portions of the major roadway network described herein which are outside the District are included only to illustrate what the developers of the district believe to be desirable road and highway planning, and it shall not be a condition to the right of the developers of the District to develop the District in accordance with this Plan Description that such portions of the major roadway network are completed in the manner described herein. By describing the proposed major roadway network in this Plan Description the developers of the District do not assume complete responsibility for financing the proposed network. The developers of the District, representatives of the State and County Highway Departments and the City are jointly exploring methods by which such financing may be accomplished.
The primary objectives of the transportation system are:

a. To provide for sufficient system-wide traffic capacity moving to, from and through the two Regions of the District.

b. To provide sufficient internal roadway capacity to meet the access and circulation requirements of development-related traffic moving within the Regions.

c. To interconnect the Regions with primary regional major arterials and expressways.

d. To create a transportation facilities infrastructure which will support and serve proposed land uses within the two Regions and in the surrounding areas.

e. To form the basis for application of new transportation systems and technologies at a future time, as such new systems are developed and demonstrated to be feasible and desirable.

The staging of street and highway improvements within the two Regions will be coordinated so as to provide
roadway capacities to meet travel needs which will exist at future dates. Since development within the Regions will be scheduled over a relatively long (twenty-year) period, selected improvements may be accomplished in stages and be designed to both meet then-current needs and to complete linkages which will be required by new development and which will support the final transportation system.

Street and highway improvements are contemplated to fall within one or more of the following categories:

a. New construction of roads along existing or newly acquired rights-of-way, including arterial and collector streets as well as local access streets serving newly developed land uses.

b. Improvements of existing roads, including widening, resurfacing, providing controlled access, and realignment of some sections of roadway to complete required linkages.

c. Localized improvements, including installation of traffic control devices, intersection approach widening and channelization, and access control at critical points.

The major elements of the proposed transportation network are described in the following Subsections of this
Subsection D. The proposed alignments will be fixed after completion of detailed traffic engineering studies and in coordination with appropriate transportation planning activities of City, County, State and Federal agencies.

2. Highway and Roads Network. The principal elements of the proposed District-Wide Transportation System are intended to form a grid network of primary and secondary arterial roads, which will link the District with adjacent regional arterials and expressways. Specific elements are described below:

a. North-South Linkages:

(1) Illinois Route 59 is planned for improvement by the construction of additional traffic lanes and the improvement of major intersections to increase both their through-movement and turning-movement capacities. These improvements should extend from 75th Street north to the East-West Tollway.

(2) A new north-south arterial is planned for construction along an alignment west of Illinois Route 59 and east of the Elgin, Joliet & Eastern Railway Company right-of-way. This new roadway should
extend from 87th Street north to Butterfield Road.

(3) The Fox Valley Freeway is proposed to extend from an interchange with the East-West Tollway, approximately midway between the Farnsworth Avenue interchange and the Bola Road crossing, south along an alignment generally parallel to and west of the Elgin, Joliet & Eastern Railway Company right-of-way, to a point south of Region II at 95th Street, then south and east to the Stevenson Expressway (Interstate Route 55).

(4) Kautz Road is planned for major improvement to an arterial constructed along the DuPage-Kane County line from 87th Street to Molitor Road.

(5) Vaughn Road is planned for improvement to an arterial road constructed from Molitor Road to 87th Street.

(6) Bola Road is planned for improvement to an arterial from Butterfield Road to 87th Street.
b. **East-West Linkages:**

(1) North Aurora Road is planned for improvement to arterial standards and connected from the vicinity of its intersection with Ogden Avenue (U. S. Route 34) generally west along the alignment of North Aurora Road to an intersection with Indian Trail Road at Farnsworth Avenue in Aurora.

(2) Liberty Road (Claim Street) is planned for improvement to arterial standards from Route 34 in Naperville to Farnsworth Avenue in Aurora.

(3) Aurora Avenue is planned for improvement to arterial, or at-grade expressway standards, between Naperville and Farnsworth Avenue in Aurora.

(4) A new east-west arterial is planned for construction through the District, approximately two thousand feet south of Aurora Avenue from U. S. Route 34 on the east to connect into the existing street system of the City of Aurora.
(5) 75th Street is planned for improvement to at-grade expressway standards between Naperville and its intersection with Route 34.

(6) Route 34 is planned for improvement to arterial standards from 75th Street to by-pass Route 30.

(7) 83rd Street is planned for improvement to an arterial from Route 59 to Montgomery Road extended.

(8) 87th Street is planned for improvement and construction to arterial standards between Route 59 and Route 34.

3. Variations. Any change in the above described plans for highways and roads which receives the approval of the City Engineer shall be deemed a reasonable variation from this Plan Description for the purpose of clause a. of Subsection 14.7-6 of the Zoning Ordinance.
E. Time Limitations for Submission of Preliminary and Final Plans.

Within twelve months after the approval date Preliminary Plans for not less than forty acres of the District (hereinafter called the "Required First Preliminary Plans") shall be submitted for approval. Final Plans for not less than forty acres of the area covered by the Required First Preliminary Plans (hereinafter called "Required First Final Plans") shall be submitted for approval within three years after approval by the City Council of the Required First Preliminary Plans. Preliminary Plans for development phases of the District not included in the Required First Preliminary Plans may be submitted for approval from time to time after the approval date within the fifteen-year period following the approval date. Final Plans for development phases of the District not included in the Required First Final Plans may be submitted for approval from time to time after the approval date within the eighteen-year period following the approval date.

The developer may, with respect to any area of the District, without having obtained approval of a Preliminary Plan covering such area, submit for approval, in accordance with the procedures prescribed in Subsection 14.7-12 of the Zoning Ordinance and within the time
period prescribed for submission of a Preliminary Plan for such area, one or more Final Plans for such area.

On the approval date the developers of the District will have entered into certain agreements with the City which will obligate the City to install and construct certain water facilities in the District on or before certain dates as specified in such agreements. After the approval date the developers of the District contemplate entering into an agreement with the Aurora Sanitary District which will obligate the Aurora Sanitary District to install and construct certain sewerage facilities in the District on or before certain dates as specified in such agreement. By approving the application for establishment of the District, the City agrees that any delays in constructing and installing such water facilities or sewerage facilities in accordance with such specified dates will, to the extent of such delays, be recognized as proper grounds for granting (in accordance with the procedures prescribed in Subsections 14.7-8 and 17.7-11 of the Zoning Ordinance) extensions to the time periods for submission of Preliminary Plans and Final Plans covering all of the District.

F. Deletion of Land from the Proposed District.

At any time prior to the approval date the developers shall have the right to delete one or more
parcels of land from the District as proposed in the Plan
Description originally filed with the application for
establishment of the District and to amend the legal
description of the District and the maps showing boundaries
of the District to reflect such deletions; provided, that
(i) not more than ten percent of the acreage of the Dis-
trict as described in the Plan Description as originally
filed may be so deleted, and (ii) no such deletion may be
made which would affect the contiguity of the property in
the District as required by Subsection 14.7-2 of the
Zoning Ordinance.

G. Consent of Owners.

The application for establishment of the District
has been made by Urban Investment and Development Co., a
Delaware corporation, acting as agent for the owners of all
of the land in the District. Prior to the approval date,
this Plan Description shall be made part of an Annexation
Agreement executed by the owners of record of all of the
land in the District. Such Annexation Agreement shall
contain a provision by which said owners of record consent
to the establishment of the District in accordance with the
terms of this Plan Description.

H. Obligation to Develop.

With respect to each parcel of land in the
District included in a Final Plan approved by the City
Council pursuant to Subsection 14.7 of the Zoning Ordinance, the obligation to develop said parcel in accordance with the provisions of such approved Final Plan, and the obligation to make the improvements and land reservations and dedications with respect to such parcel provided for in such approved Final Plan shall be solely a requirement of the development of such parcel of land in accordance with the provisions of such Final Plan, and no obligation with respect thereto shall attach to other land in the District.

I. Land Use Plans.

1. Submission of Land Use Plan Included in Plan Description. There is included in Part Three of this Plan Description as map number VI a land use plan for the District which sets forth the present plans of the developers of the District with respect to the future development of the District into the three types of land use Areas described in Subsections A., B. and C. of Section II hereof and the location of such land use Areas in the District.

2. Submission of Updated Land Use Plans.

   a. Submission with Preliminary Plans. At any time and from time to time when a Preliminary Plan for a development phase of a Region of the
District is submitted for approval, it shall be an obligation of the developer of such development phase to cause the developers of such Region to prepare and submit to the City with such Preliminary Plan an updated land use plan for those areas in the Region for which Preliminary Plans shall not then have been submitted for approval.

b. Submission by Developers. At any time and from time to time any one or more developers of each Region of the District may prepare and submit to the City an updated land use plan for any area in such Region for which Preliminary Plans shall not then have been submitted for approval which land use plan shall meet the requirements of this Subsection V I.

c. Annual Submissions. When no updated land use plan for the District shall have been prepared for one year, the developers of each Region of the District shall, unless the City waives such obligation, prepare and submit to the City a land use plan for those areas in such Region for which Preliminary Plans shall not then have been submitted for approval which land use plans shall meet the requirements of this Subsection V I.

3. Land Use Plans to Reflect Developers' Best Intentions. The land use plan included in Part Three of
this Plan Description, and each updated land use plan sub-
sequently prepared and submitted in accordance with this 
Subsection V I. shall, as of its date, reflect the best 
itentions of the developers of the District with respect 
to the future development of the District into land use 
Areas and the location of such land use Areas in the 
District.

4. Changes in Land Use Plans Requiring City 
Council Approval. Changes in the land use plan included 
in Part Three of this Plan Description or in any updated 
land use plan prepared and submitted in accordance with 
this Subsection V I. which involve the relocation of a 
land use Area in the District or the establishment of a 
new land use Area in the District shall require the 
approval of the City Council, which approval may be 
obtained in accordance with the procedures set forth in 
Subsection A.9. of Section III hereof; provided, that 
the following changes in any such land use plan shall 
not require the approval of the City Council:

a. The establishment or relocation of one 
or more neighborhood shopping center Business Areas 
each of which contains no more than fifteen acres 
or the establishment or relocation of no more than 
three Business Areas each of which contains no more 
than twenty-five acres; and

b. The enlargement of a land use Area, 
into property contiguous to such land use Area
prior to such enlargement, the contraction of a land use Area, or the elimination of a land use Area; provided that a neighborhood shopping center Business Area or a Business Area containing no more than twenty-five acres established or relocated pursuant to Subsection 4.a. of this Subsection V I. may not, without the approval of the City Council, be enlarged to a size greater than fifteen acres or twenty-five acres respectively; and, provided further, that properties separated by highways, streets, public ways or railroad or public utility rights-of-way shall be deemed contiguous for the purpose of this Subsection V I.4.b.; and

c. Any changes in any such land use plan involving land designated for open space, park, recreation or school site purposes; and

d. Any changes in such land use plan which are deemed necessary or desirable by the developers of those areas of a Region of the District for which Preliminary Plans shall not have been submitted for approval because of any of the following events and which are reasonably attributable to such event or events:

(1) A change in the zoning classification of property adjacent to but outside the boundaries of the District, unless such property is
owned or controlled by a developer of
the District and such change in zoning
shall have been made with such developer's
consent or approval; or

(2) A change in the location
of the Fox Valley Freeway or other new
arterial roads described in Subsection D.
of this Section V as shown on the land use
plan included in Part Three of this Plan
Description or on any updated land use
plan prepared and submitted in accordance
with this Subsection V I., provided, that
a substantial change or substantial
changes in such land use plan occasioned
by the abandonment of plans for the Fox
Valley Freeway shall require approval of
the City Council unless such change or
changes are otherwise permitted to be
made without City Council approval pur-
suant to the provisions of this
Subsection I.; or

(3) The future location or
elimination of major public transportation
facilities or routes designed, in whole
or in part, to serve the District; or

(4) The enactment of any
municipal, state or federal ordinance
or law or the issuance of any executive
or judicial ordinance or decree.

5. Preliminary Plans and General Development
Plans to Conform to Land Use Plan. Each Preliminary Plan
for a development phase of the District which is submitted
for approval and each General Development Plan submitted
pursuant to Subsection J. of this Section V shall conform
to the land use plan included in Part Three of this Plan
Description or the most recent updated land use plan sub-
sequently prepared and submitted in accordance with this
Subsection V I., and if those portions of any such updated
land use plan to which any such Preliminary Plan conforms
involve land use plan changes requiring the approval of
the City Council pursuant to the provisions of this
Subsection V I., such approval by the City Council shall
be a condition to the approval of such Preliminary Plan.

J. General Development Plans.

1. Each Preliminary Plan submitted for approval
in accordance with Subsection 14.7-12 of the Zoning
Ordinance shall (unless the Plan Commission waives the
requirement) either be accompanied by a General Develop-
ment Plan for the area in which the property covered by
such Preliminary Plan is located, or cover property
included within a General Development Plan previously
submitted to the City. Such General Development Plan
shall cover, or shall have covered, a sufficient area
beyond the borders of the property covered by such Preliminary Plan ("Preliminary Plan property") to show the relationship of the proposed land uses for surrounding property which may reasonably be affected by or may reasonably have an affect upon the Preliminary Plan property.

2. A General Development Plan shall include no less than one hundred and twenty acres of land (unless the Plan Commission shall approve a smaller acreage) and shall be at a scale of one inch equals two hundred feet and shall show proposed rights-of-way for primary and secondary roads, preliminary locations of open space and school sites, if any, and proposed land uses.

3. In each General Development Plan and in each Preliminary Plan the location of Business, Manufacturing and Residential Areas will be planned so that the locations of such Areas are in a compatible relationship to each other and Business Areas of the District shall not be developed in such a manner that they would be generally regarded as undesirable strip commercial developments.

4. A developer shall have the right to make revisions to any General Development Plan to the extent that such revisions will not impair the compatible relationship of land uses to each other or to the abutting land uses of previously approved Preliminary Plans.

5. Each Preliminary Plan which must be submitted with an accompanying General Development Plan,
or which covers property included with a previously submitted General Development Plan, shall be consistent with such accompanying or previously submitted General Development Plan.

K. Development Pursuant to Final Plans.

Each development phase of the District shall be developed only according to an approved Final Plan for such development phase, and in such development phase no site may be used nor structure erected except as provided for in such Final Plan or as provided for in changes made in an approved Final Plan pursuant to Subsection O. of this Section V.

L. Conveyances of Property Not Included in an Approved Final Plan.

When and if any property in Region I or Region II not included in a Final Plan approved by the City Council pursuant to Subsection 14.7 of the Zoning Ordinance shall be conveyed to a person other than one of the developers of the District on the approval date, the deed of conveyance or another appropriate document which will bind such party and any subsequent owner of the property shall contain provisions specifying the land use Areas into which such property may be developed, the residential density which will be permitted in the development of such property, the open space, park, recreation land and school
site land reservation and dedication or sale obligations which will apply to such property and such other restrictions and limitations as shall be deemed necessary and relevant. A copy of such deed or other document shall be deposited with the Department of City Planning.

M. Transfers of Property Between Regions.

The developers of the District may agree that property described in this Plan Description as part of either Region of the District may be transferred to the other Region of the District; provided, that such transfer shall not become effective until written notice thereof has been given to the Department of City Planning. Such notice shall specify (i) the changes in the permitted average residential density in each Region of the District which will result from such transfer, which changes may not result in an increase in the average residential density for the District permitted by this Plan Description, and (ii) the changes in the percentage limitations on permitted uses in each Region of the District which will result from such transfer, which percentage changes may not result in an increase in the maximum number of acres in the District which are permitted to be devoted to each of the three land use Areas pursuant to Section II hereof or a decrease in the minimum number of acres in the District which are required to be devoted to each of said land use Areas pursuant to said Section II.
N. Changes in Plan Description.

At any time or from time to time prior to the approval of Final Plans for all of the District, the developers of those areas of the District for which Final Plans shall not have been approved may request approval of changes in this Plan Description by filing a written application for such approval with the City Clerk. The procedure for obtaining such approval shall be the same as the procedure set forth in Subsection 14.7-12 of the Zoning Ordinance for obtaining approval of Preliminary and Final Plans for all or specified phases of a planned development district; provided, that if any of such requested changes involves a major change from this Plan Description, as such term is defined in clause (b) of Subsection 14.7-6 of the Zoning Ordinance, such change shall not be made without consideration thereof at a public hearing held in accordance with the provisions of Section 15 of the Zoning Ordinance as in the case of an application for establishment of a planned development district. If changes in this Plan Description are approved by the City Council in accordance with this Subsection N., ten complete copies of a new Plan Description, incorporating such changes, with all accompanying materials and data shall be prepared at the expense of the developers of the District requesting such changes and deposited with the Department of City Planning.
0. Changes in Approved Final Plans.

1. Prior to Completion of Development Phase.
After approval by the City Council of any Final Plan for any development phase of the District and prior to the completion of such development phase in accordance with such approved Final Plan, the developer of the uncompleted portion of such development phase may request approval of changes in such approved Final Plan by filing a written application for such approval with the City Clerk. The procedure for obtaining such approval shall be the same as the procedure set forth in Subsection 14.7-12 of the Zoning Ordinance for obtaining approval of Preliminary and Final Plans for all or specified phases of a planned development district, and the provisions of Subsection 14.7-9 of the Zoning Ordinance shall be applicable to the approval of requested changes in an approved Final Plan. If changes in an approved Final Plan are approved by the City Council, ten complete copies of a new Final Plan, incorporating such changes, with all accompanying materials and data, shall be prepared at such developer's expense and deposited with the Department of City Planning.

2. After Completion of Development Phase.
After completion of construction of a development phase in accordance with an approved Final Plan, the record owner of any property included in such development phase
may request approval of changes in such approved Final Plan by filing a written application for such approval with the City Clerk. The procedure for obtaining such approval shall be the same as the procedure set forth in Subsection 14.7-12 of the Zoning Ordinance for obtaining approval of Preliminary and Final Plans for all or specified phases of a planned development district, and the provisions of Subsection 14.7-9 of the Zoning Ordinance shall be applicable to the approval of requested changes in an approved Final Plan; provided, that (i) prior to approving any such requested changes, the City shall give notice to the owners or occupants of other properties which may be affected by such changes as determined by the Plan Commission, and, at the written request of any of such owners or occupants, made within five days after the date on which such notice is given, such changes shall not be made without consideration thereof at a public hearing held in accordance with the provisions of Section 15 of the Zoning Ordinance as in the case of an application for establishment of a planned development district; and (ii) until such time as Final Plans shall have been approved for all of the Region in which such property is located, such changes shall require the approval of the developers of those areas of the Region for which Final Plans shall not have been approved. If changes in an approved Final Plan are approved by the City Council, ten complete copies of a new Final Plan or the part thereof affected by such changes, incorporating such changes, with all accompanying materials and data, shall be prepared at such record
owner's expenses and deposited with the Department of City Planning.

P. Reliance by Developers.

If the property included in the District is annexed to the City and is approved as a planned development district in accordance with the provisions of Sub-section 14.7 of the Zoning Ordinance and in accordance with the provisions of this Plan Description, such approval shall be given with the recognition by the City and the Corporate Authorities thereof that the developers of the District:

1. Regard both Regions and all development phases of the District as a unified undertaking with a single goal of creating a single community or integrated residential, business, manufacturing and related municipal and public uses of the property included in the District.

2. Would not commence the development of the District and would not undertake the obligations provided for in the Principal Annexation Agreement to which this Plan Description is an Exhibit were it not for the assurance given to them by the City and the Corporate Authorities thereof that they will have the opportunity to complete the development of the District in accordance with the provisions of this Plan Description, subject to its limitations and requirements and the limitations and
requirements of the Zoning Ordinance as in effect on the approval date.

Q. Developer.

As used in this Plan Description the terms "developer" and "developers" as applied to the District or a Region of the District shall mean the record owner or record owners of property located within the District or the Region on the approval date. A developer shall have the right to assign some or all of its rights, subject to some or all of its duties and obligations, which the developer may have under this Plan Description. The developer, or its assignee, shall have the right to appoint an agent or representative to act for it with respect to the Plan Description. If the record owner of property in the District is a Land Trust, then either the Beneficiary of such Land Trust or the Land Trust Trustee shall have the right to appoint and designate a duly authorized agent or representative for the owner of record.
Exhibit A II
FOX VALLEY EAST PLANNED DEVELOPMENT DISTRICT

PLAN DESCRIPTION

PART TWO

Legal Description of the Property to Be Included in the Proposed District

Following hereafter is the legal description of the property to be included in the District and specifically identified as Region I and Region II, respectively:

REGION I

That part of Sections 20, 21, 28 and 29, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the southwest corner of Lot 7 in Walter S. Otto's Assessment Plat of part of Sections 17 and 20, recorded in the Recorder's Office of DuPage County, October 10, 1907 as Document 531314 and re-recorded on January 13, 1948 as Document 537648; thence southerly along the easterly line of the right of way of the Elgin, Joliet and Eastern Railroad Company 1404.66 feet to the center line of Illinois State Route No. 65; thence South 2°11' West along the easterly line of the right of way of said Elgin, Joliet and Eastern Railroad Company 1663.06 feet to an angle in said right of way line; thence South 69°05'01" East along said right of way line 32.0 feet to an angle in said right of way line; thence South 2°11' West along said right of way line 1100.0 feet to an angle in said right of way line; thence North 69°05'01" West along said right of way line 32.0 feet to an angle in said right of way line; thence South 2°11' West along the easterly line of the right of way of said Elgin, Joliet and Eastern Railroad Company 2622.65 feet to the center line of U.S. Route No. 34; thence North 69°19'26" East along the center line of said U.S. Route No. 34, 885.24 feet to the west line of the East Half of the Southeast Quarter of said Section 29; thence North 1°36'18" East along the west line of the East Half of the Southeast Quarter of said Section 29, 422.28 feet to the south line of the Northeast Quarter of said Section 29; thence South 69°26'57" East along the south line of the Northeast Quarter of said Section 29, 358.31 feet to a line drawn North 1°30' East from a point on the center line of said U.S. Route No. 34 that is 733.26 feet South 69°19'26" West of the point of intersection of the south line of the Northeast Quarter of said Section 29 with the center line of said U.S. Route No. 34; thence North 1°30' East 1600.60 feet; thence South 69° West 396.0 feet to the division line; thence North 2°11'15" East along the division line 852.01 feet to the north line of said...
Section 29; thence South 69°08'130" East along the north line of said Section 29, 1318.83 feet to the northeast corner of said Section 29; thence South 242°21'01" West along the east line of said Section 29, 2543.72 feet to the center line of said U.S. Route No. 34; thence North 68°19'126" East along the center line of said U.S. Route No. 34, 1137.09 feet to a point of curvature; thence continuing northeasterly along a curve to the right having a radius of 114,589.16 feet, 999.99 feet to a point of tangency; thence North 68°49'126" East along the center line of said U.S. Route No. 34, 3079.88 feet to a point in the west line of the John Erb property as described in Document 535635 Recorded December 18, 1947; thence northerly along the west line of said John Erb property forming an angle of 105°17'30" with the last described course (measured clockwise therefrom) 82,94 feet to a point that is 80.0 feet northwesterly of the center line (measured at right angles thereto) of said U.S. Route No. 34; thence North 68°49'126" East parallel with the center line of said U.S. Route No. 34, 224.57 feet to the west line of property conveyed to Trustee of Schools by Document 131990; thence North 7°32'1 West along the west line and west line extended of said Trustee of Schools property 465.18 feet to a point on the south line of property conveyed to Laverne W. Jackson and Clara L. Jackson by Document 747981 recorded March 2, 1955, being North 88°48'1 West of the southeast corner of said Section 21; thence North 88°48'1 West along the south line of said Jackson property 220.80 feet to the southwest corner of said Jackson property; thence North 7°58'1 West along the westerly line of said Jackson property 148.10 feet to the northwest corner of said Jackson property; thence South 88°48'1 East along the north line of said Jackson property 605.50 feet to the east line of said Section 21; thence North 2°02'1 East along the east line of said Section 21, 2604.40 feet to the southeast corner of part B of parcel No. 0004 acquired by the Department of Public Works and Buildings of the State of Illinois under condemnation proceeding filed July 9, 1969 as Case No. 569-789 of the Circuit Court of DuPage County; thence westerly along a southerly line of part B of said parcel No. 0004 forming an angle of 90° with the center line of Illinois State Route No. 59, 50.3 feet more or less to a southeasterly corner of part B of said parcel No. 0004; thence northwesterly along a southeasterly line of part B of said parcel No. 0004 forming an angle of 129°04'14" with the last described course (measured counter-clockwise therefrom) 40.72 feet to an angle in the southeasterly line of part B of said parcel No. 0004; thence northwesterly
along the southwesterly line of part B of said Parcel No. 0004 forming an angle of 30°53'10" with the prolongation of the last described course (measured counter-clockwise therefrom) 43.83 feet to the most westerly south-west corner of part B of said Parcel No. 0004; thence northerly along the west line of part B of said Parcel No. 0004 forming an angle of 62°50'15" with the prolongation of the last described course (measured clockwise therefrom) 50.0 feet to the northwest corner of part B of said Parcel No. 0004, being on the center line of said Illinois State Route No. 65; thence South 84°53'12" West along the center line of said Illinois State Route No. 65, 235.70 feet more or less to a point that is 360.0 feet South 84°53'12" West of the last line of said Section 21; thence South 2°02'1 West parallel with the west line of Lot 1 of Scheffler's Plat of Survey recorded October 27, 1954 as Document 735032, 122, 92 feet; thence South 83°35'1 West along a line forming an angle of 81°33'1 with the prolongation of the last described course (measured clockwise therefrom) 130.41 feet to the southeast corner of property conveyed to State of Illinois, Department of Public Works and Buildings as part B of Document R69-51831 recorded December 3, 1969; thence South 83°33'10" West along the southerly line of part B of said Document R69-51831, 214.75 feet to an angle in the southerly line of part B of said Document R69-51831; thence South 78°52'152" West 95.52 feet to a point that is 140.0 feet southerly of the center line (measured at right angles thereto) of said Illinois State Route No. 65; thence South 84°53'12" West parallel with the center line of said Illinois State Route No. 65, 30.0 feet; thence North 60°06'56" West 61.03 feet to a point 105.0 feet southerly of the center line (measured at right angles thereto) of said Illinois State Route No. 65; thence North 25°39'55" West 42.72 feet to a point that is 65.0 feet southerly of the center line (measured at right angles thereto) of said Illinois State Route No. 65; thence South 87°03'106" West 265.19 feet to the most westerly southwest corner of part B of said Document R69-51831; thence North 5°06'134" West along the westerly line of part B of said Document R69-51831, which forms an angle of 90°00'1 with the center line of said Illinois State Route No. 65, 55.0 feet to the northwest corner of part B of said Document R69-51831, being on the center line of said Illinois State Route No. 65; thence South 84°53'12" West along the center line of said Illinois State Route No. 65, 3851.21 feet; thence South 85°32'10" West along the center line of said Illinois State Route No. 65, 1362.60 feet to the southwest corner of the tract of land conveyed to George J. Waelder and Hazel G. Waelder by Document 42994 recorded October 14, 1941; thence North 5°31'1 West along the west line of said Waelder tract to a
line drawn North 84°45' East of the point of beginning; thence South 84°45' West to the point of beginning, excepting therefrom that part of the Southeast Quarter of said Section 21, described as follows: Commencing at the intersection of the center line of said Illinois State Route No. 65 and the center line of Illinois State Route No. 59; thence South 2°00'126" West along the center line of said Illinois State Route No. 59, 1066.61 feet; thence North 87°59'134" West at right angles to the last described course 50.0 feet to a point on the west right of way line of said Illinois State Route No. 59 for a point of beginning; thence continuing North 87°59'134" West along the prolongation of the last described course 34.0 feet; thence North 2°00'126" East parallel with the center line of said Illinois State Route No. 59, 566.15 feet to the south line of Lot 1 of said Scheffler's Plat of Survey; thence North 84°53'126" East along the south line of said Scheffler's Plat of Survey 34.26 feet to a point that is 50.0 feet westerly of the center line (measured at right angles thereto) of said Illinois State Route No. 59; thence South 2°00'126" West parallel with the center line of said Illinois State Route No. 59 to the point of beginning, all in Naperville Township, DuPage County, Illinois.
That part of the Southwest Quarter of Section 19 and part of the North Half of Section 30, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of said Southwest Quarter; thence North 88°21' East along the north line of said Quarter 1758.10 feet; thence South 0°36' East 567.0 feet to the center of the Aurora and Naperville Road; thence North 73°15' West along said Road 904.90 feet; thence North 88°15' West along said Road 171.0 feet; thence South 0°43' East 1027.80 feet; thence South 88°24' West 182.0 feet for a point of beginning; thence North 88°24' East 545.70 feet; thence South 0°11' West 1092.0 feet to an old claim line; thence South 88°19' East along said claim line to a point that is 899.82 feet westerly of the center line of Vaughan Road; thence southwesterly parallel with the center line of said Vaughan Road 466.10 feet; thence southeasterly along a line forming an angle of 65°20' with the last described course (measured clockwise therefrom) 847.11 feet to an iron pipe stake on the center line of said Vaughan Road that is 513.0 feet southwesterly of the point of intersection of said claim line and the center line of said Vaughan Road; thence southwestery along the center line of said Vaughan Road 100.0 feet to an iron stake; thence northwesterly along a line forming an angle of 110°40' with the last described course (measured counter-clockwise therefrom) 652.0 feet; thence southwesterly along a line forming an angle of 101°28' with the last described course (measured clockwise therefrom) 413.02 feet to the southerly line of property described in document No. 456037; thence northwesterly along said southerly line 1397.21 feet to the west line of said Section 30; thence northerly along the west line of said Sections 30 and 19, 2639.49 feet to the center line of said Aurora and Naperville Road; thence easterly along the center line of said Aurora and Naperville Road 537.51 feet to a line drawn North 0°43' West from the point of beginning; thence South 0°43' East 1044.72 feet to the point of beginning, in Naperville Township, DuPage County, Illinois and also that part of the South Half of Section 17, part of Section 18, part of the East Half of Section 19, part of Sections 20, 29, 30, 31, 32, Township 38 North, Range 9 East of the Third Principal Meridian and part of the East Half of Section 13, and part of Section 38, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at a point on the west line of the Southwest Quarter of said Section 18 that is 61.60 feet south of the northwesterly corner of the Southwest Quarter of said Section 18; thence South along the west line of the Southwest
Quarter of said Section 18, 876.0 feet to the northerly line of property owned by the Chicago, Burlington and Quincy Railroad Co.; thence North 79°14.5' East along the northerly line of said Railroad 2545.40 feet to the center line of Vaughn Road; thence continuing North 79°14.5' East along said northerly line 400.0 feet; thence South 2°32.7' West to the southerly line of the right of way of said Railroad as established by document 152991 for a point of beginning; thence North 2°32.7' East along the last described course to the northerly line of the right of way of said Railroad; thence North 79°14.5' East along the northerly line of said Railroad 543.80 feet to an iron stake in a fence corner; thence North 2°32.7' East to an iron stake on the center line of Knight Street; thence South 63°04.7' West along the center line of said Knight Street 463.8 feet to an iron stake; thence North 2°32.7' East 1373.85 feet to an iron stake in an old fence corner; thence North 89°07.2' West along an old fence line 1809.85 feet to an iron stake in an old occupation line; thence South along said old occupation line 1307.4 feet to the center line of said Knight Street; thence South 89°54' West along the center line of said Knight Street 668 feet to the extension of a monumented line; thence South along said extension and said line 427 feet to an iron stake; thence South 89°54' West along an old fence line 256.0 feet to an iron stake; thence southerly along an old fence line 454.7 feet to an iron stake; thence South 89°46' West along an old fence line 396.0 feet to a point on the west line of the Southwest Quarter of said Section 18 that is 61.6 feet south of the northwest corner of the Southwest Quarter of said Section 18; thence northerly along the west line of said Section 18 and along the east line of said Section 13 to the southeast corner of Schwartz Subdivision, Unit No. 1, Township of Aurora, Kane County, Illinois; thence South 89°10' West along the south line of said Unit No. 1, 50.0 feet; thence South 0°51' West parallel with the east line of said Section 13, 190 feet; thence South 89°12' West 217.35 feet to the east line extended southerly of Unit Two of Schwartz Subdivision, Aurora, Kane County, Illinois; thence North 0°53' East 188.1 feet to the southeast corner of Unit Two of Schwartz Subdivision, Aurora, Kane County, Illinois; thence westerly along the southerly line of said Unit Two, 338.96 feet to the southeast corner of Lot 4 in said Unit Two; thence North 0°53' East along the east line of said Lot 4, 181.67 feet to the northeast corner of said Lot 4; thence North 89°10' West along the north line of said Lot 4, 65.0 feet to the northwest corner of said Lot 4; thence South 0°53' West along the west line of said Lot 4 and the east line of Lot 7, in said Unit No. 1, 181.85 feet to the south line of said Unit No. 1; thence South 89°10' West along the south line of said Unit No. 1, 621.40 feet to the southwest corner of Lot 12 of said Unit No. 1; thence South parallel with the most easterly east line of Fidler's Subdivision, Township of Aurora, Kane County, Illinois to the southerly line.
extended easterly of Stephen Street; thence westerly along the southerly line extended of said Stephen Street to a line drawn North 1°30' East from a point on the south line of the Northeast Quarter of said Section 13 that is 1320 feet South 89°01'12" West of the southeast corner of the Northeast Quarter of said Section 13; thence South 1°30' West to the south line of the Northeast Quarter of said Section 13; thence North 89°01'12" East along the south line of the Northeast Quarter of said Section 13 to a line drawn North 0°51' East from a point on the northerly line of premises conveyed to the Chicago, Burlington and Quincy Railroad Company by Document 129699 that is 694.32 feet South 79°48'12" West of the east line of said Section 13; thence South 0°51' West 1030.1 feet to the northerly line of said Chicago, Burlington and Quincy Railroad Company; thence easterly along the northerly line of said Chicago, Burlington and Quincy Railroad Company to the east line of Vaughn Road along the east line of said Vaughn Road to the southerly line of the Railroad right of way as established by said Document 152991; thence South 79°14.5' West along the southerly line of said Document 152991 to the northeast corner of premises conveyed to said Chicago, Burlington and Quincy Railroad Company by Document 155615; thence southerly along the easterly line of said Railroad 123.58 feet to the most easterly corner of premises conveyed to said Chicago, Burlington and Quincy Railroad Company by Document 156238; thence westerly along the southerly line of premises conveyed by said Document 156238, 590 feet to an angle in the southerly line of said Railroad; thence westerly along the southerly line of said Railroad 1897.60 feet to the west line of said Section 18; thence southerly along the west line of said Section 18, 656.43 feet to the south-west corner of said Section 18; thence easterly along the south line of said Section 18, 2492.55 feet to the center line of said Vaughn Road; thence South 69°53' East 1060.6 feet to the center line of the Aurora-Warrenville Road; thence South 81°59' West along the center line of said Aurora-Warrenville Road 392.47 feet to the northwest corner of Ballico Assessment Plat recorded as Document R62-22450; thence South 0°34' East along the easterly line and easterly line extended of said Ballico Assessment Plat to the south line of the Northeast Quarter of said Section 19; thence North 88°21' East along the south line of the Northeast Quarter of said Section 19 to the west line of the East Half of the Northeast Quarter of said Section 19; thence North 0°34' West along the west line of the East Half of the northeast corner of said Section 19 to a point that is 462 feet South 0°34' East of a line drawn westerly parallel with the north line of said Sections 19 and 20 from a point on the east line of Eola Road that is 972.18 feet northerly (measured along the easterly line of said Eola Road) of the south line of the Northwest Quarter of said Section 20; thence North 87°09' East parallel with the north line of said Sections 19 and 20, 1834.80 feet more or less to the easterly line of said Eola Road; thence northerly along the easterly line of said Eola Road to the southwest corner of Lot 1 of Stubb's Assessment Plat recorded as Document 5599994; thence
easterly along the south line of said Lot 1 and along
a southerly line of Lot 6 of said Stubb's Assessment
Plat 1042.70 feet to an angle in the southerly line of
said Lot 6; thence southerly along a westerly line of
Lot 6 of Stubb's Assessment Plat 1390.70 feet to the
center line of Illinois State Route No. 65; thence
westerly along the center line of said Illinois State
Route No. 65 and along the center line of Ogden Avenue
to the northeast corner of a tract of land conveyed to
Ellsworth Honeycutt by warranty deed recorded as Document
154079; thence southerly along the east line of said
Honeycutt tract 660.0 feet to the southeast corner of
said Honeycutt tract; thence westerly along the south-
erly line of said Honeycutt tract being parallel with
the center line of the old Aurora-Naperville Road 132.0
feet to the southwest corner of said Honeycutt tract;
thence continuing westerly parallel with the center
line of said Aurora-Naperville Road 132.0 feet; thence
North 2°45' East to a line drawn parallel with and 30.0
feet southerly of the center line of said Aurora-Naperv-
ille Road (measured at right angles to the center line
of said Aurora-Naperville Road); thence westerly parallel
with the center line of said Aurora-Naperville Road to the
west line of the Southwest Quarter of said Section 20; thence north-
erly along the west line of the Southwest Quarter of said Section 20 to a line drawn parallel
with and 30.0 feet northerly of the center line of said
Aurora-Naperville Road (measured at right angles to the
center line of said Aurora-Naperville Road); thence
westerly parallel with the center line of said Aurora-Naperville Road to a line drawn
South 2°00' West from a point on the north line of the
Southwest Quarter of said Section 20 that is 7.58 chains
easterly of the northwest corner of the Southwest Quarter
of said Section 20; thence North 2°00' East to a point
that is 5.43 chains South 2°00' West of the north line
of the Southwest Quarter of said Section 20; thence
westerly parallel with the north line of the Southwest
Quarter of said Section 20 and north line of the South-
east Quarter of said Section 19 to a line
drawn South 2°10' West from a point on the north line
of the Southeast Quarter of said Section 19 that is
5.32 chains westerly of the northeast corner of the
Southeast Quarter of said Section 19; thence South 2°10' West
to the center line of said Illinois State Route No. 65;
thence westerly along the center line of said Illinois
State Route No. 65, 582.36 feet to a point that is 83.0
feet easterly of the northeast corner of Vaughn's Sub-
division, recorded April 18, 1956 as Document 796951;
thence southerly parallel with the easterly line of
said Vaughn's Subdivision 348.85 feet to the southerly
line extended easterly of said Vaughn's Subdivision;
thence westerly along the extended southerly line and
the southerly line of said Vaughn's Subdivision 305.26
feet; thence southerly along a line forming an angle of 81°48'12" with the prolongation of the last described course (measured counter-clockwise therefrom) 534.19 feet to the northerly line extended easterly of Lot 7 of Vaughn's Assessment Plat of part of the South Half of said Section 19; thence westerly along the extended northerly line and the northerly line of said Lot 7 to the northwest corner of said Lot 7, being on the center line of Vaughn Road; thence South 11°55'13" West along the westerly line of Lots 7 and 8 of said Vaughn's Assessment Plat to the southwest corner of said Lot 8; thence South 29°57'13" West along the center line of said Vaughn Road 224.51 feet to the south line of the Southeast Quarter of said Section 19; thence North 88°36'31" East along the south line of the Southeast Quarter of said Section 19, 2354.16 feet to the northeast corner of the Northeast Quarter of said Section 30; thence southerly along the east line of the Northeast Quarter of said Section 30, 12.66 chains (635.51 feet); thence South 89½° West 2856.11 feet to the center line of said Vaughn Road; thence North 72°00'01" West to the west line of the Northwest Fractional Quarter of said Section 30; thence southerly along the west line of the Northwest Fractional Quarter of said Section 30 to a point on the west line of said Section 30 that is 311.0 feet North 0°19'33" East of the southwest corner of the Northwest Fractional Quarter of said Section 30; thence North 89°28'41" East parallel with the south line of the Northwest Fractional Quarter of said Section 30, 927.07 feet to the center line of said Vaughn Road; thence South 32°03'45" West along the center line of said Vaughn Road 369.05 feet to the south line of the Northwest Fractional Quarter of said Section 30; thence South 89°32'14" West along the south line of the Northwest Fractional Quarter of said Section 30, 732.92 feet to the southwest corner of the Northwest Fractional Quarter of said Section 30; thence South 0°15'15" West along the west line of the Southwest Fractional Quarter of said Section 30, 2651.28 feet to the northeast corner of said Section 36; thence southerly along the east line of said Section 36, 566.28 feet; thence southwestwardly along a line forming an angle of 72°30'01" with the east line (measured clockwise therefrom) of said Section 36, 1391.07 feet to the east line of the West Half of the Northeast Quarter of said Section 36; thence northerly along the east line of the West Half of the Northeast Quarter of said Section 36, forming an angle of 107°34'13" with the prolongation of the last described course (measured clockwise therefrom) 221.10 feet; thence westerly forming an angle of 89°43'16" with said last described course (measured clockwise therefrom) 306.63 feet; thence southerly along a line forming an angle of 91°36'46" with the last described course (measured clockwise therefrom) 1662.43 feet to the center line of
Waubonsie Creek; thence southwesterly along the center line of said Creek, forming an angle of 114°30'12" with the last described course (measured counter-clockwise therefrom) 1665.0 feet; thence southwesterly along the center line of said Creek forming an angle of 177°40' with the last described course (measured clockwise therefrom) 496.0 feet; thence southwesterly along the center line of said Creek forming an angle of 134°9'31" with the last described course (measured clockwise therefrom) 220.0 feet; thence southwesterly along the center line of said Creek forming an angle of 203°22'1" with the last described course (measured clockwise therefrom) 200.0 feet; thence southwesterly along the center line of said Creek forming an angle of 198°54'1" with the last described course (measured clockwise therefrom) 150.37 feet to a point on the west line of the East Half of the Southwest Quarter of said Section 36 that is 614.30 feet northerly (measured along said west line) of the north line of lands formerly owned by A.H. Albee; thence southerly along the west line of the East Half of the Southwest Quarter of said Section 36 forming an angle of 119°11'12" with the last described course (measured clockwise therefrom) 614.30 feet to the north line of lands formerly owned by A.H. Albee; thence easterly along said Albee line, forming an angle of 89°01'42" with the last described course (measured clockwise therefrom) 2'48.72 feet to the center line of U.S. Route No. 34; thence northeasterly along the center line of said U.S. Route No. 34, 2495.34 feet to the south line of the Northeast Quarter of said Section 36; thence easterly along the south line of the Northeast Quarter of said Section 36, 74.76 feet to the southeasterly line of said U.S. Route No. 34; thence southwesterly along the southeasterly line of said U.S. Route No. 34, 2289.91 feet to a line drawn parallel with the east line of the Southeast Quarter of said Section 36 that is 1716.0 feet westerly (measured along the south line of the Southeast Quarter of said Section 36 of the east line of the Southeast Quarter of said Section 36; thence southerly parallel with the east line of the Southeast Quarter of said Section 36, 1127.16 feet to the south line of the Southeast Quarter of said Section 36; thence easterly along the south line of the Southwest Fractional Quarter of said Section 31, 1958.35 feet to the southeast corner of the Southwest Fractional Quarter of said Section 31; thence northerly along the west line of the Southeast Quarter of said Section 31, 640.35 feet to the northwest corner of the south 40.0 acres of the west 125.0 acres of the Southeast Quarter of said Section 31; thence easterly along the north line of said South 40.0 acres 2054.11 feet to the northeast corner of said south 40.0 acres; thence northerly along the east
line of said west 125.0 acres 1805.30 feet to the north line of the Southeast Quarter of said Section 31; thence westerly along the north line of the Southeast Quarter of said Section 31, 1274.19 feet to a point that is 780.0 feet easterly of the northeast corner of the Southeast Quarter of said Section 31; thence southerly at right angles to the last described course 1210.0 feet; thence westerly at right angles to the last described course 1210.0 feet to the north line of the Southeast Quarter of said Section 31; thence westerly along the north line of the Southeast Quarter of said Section 31, 600.0 feet to the southeast corner of the Northwest Fractional Quarter of said Section 31; thence northerly along the east line of the Northwest Fractional Quarter of said Section 31, 2655.35 feet to the northeast corner of the Northwest Fractional Quarter of said Section 31; thence northerly along the west line of the Southeast Quarter of said Section 30 to a point that is 15.15 chains (999.90 feet) South of the northwest corner of the Southeast Quarter of said Section 30; thence due East 2.97 chains (196.02 feet); thence South parallel with the west line of the Southeast Quarter of said Section 30 and the west line of the Northeast Quarter of said Section 31, 35.10 chains (2316.60 feet) to the center line of U.S. Route No. 34; thence North 62°10' East along the center line of said U.S. Route No. 34 to a line drawn parallel with and 935.49 feet easterly of the west line of the Northeast Quarter of said Section 31 (measured along the north line of Fry's Copenhagen Colony, a Subdivision recorded as Instrument No. R66-16885); thence southerly parallel with the west line of the Northeast Quarter of said Section 31, 1371.10 feet to a point that is 260.70 feet northerly of the north line of said Fry's Copenhagen Colony (measured along a line drawn parallel with the west line of the Northeast Quarter of said Section 31); thence easterly parallel with the north line of said Fry's Copenhagen Colony 48.57 feet; thence southerly parallel with the west line of the Northeast Quarter of said Section 31, 260.70 feet to the north line of said Fry's Copenhagen Colony; thence easterly along the north line of said Fry's Copenhagen Colony 1360.48 feet to the northeast corner of said Subdivision; thence southerly along the east line of said Subdivision 745.80 feet to the southeast corner of said Subdivision; thence easterly along the south line of the Northeast Quarter of said Section 31, 330.0 feet to the northwest corner of the Southwest Quarter of said Section 32; thence southerly along the west line of the Southwest Quarter of said Section 32, 1514.35 feet to the northwest corner of the South 69.56 rods (1147.74 feet) West Half of the Southwest Quarter of said Section 32; thence easterly along the north line of said South 69.56 rods, 1322.59 feet to the west line of the Southwest Quarter of the Southwest Quarter of said Section 32; thence southerly along the west line of the
Southeast Quarter of the Southwest Quarter of said Section 32, 1147.74 feet to the south line of the Southwest Quarter of said Section 32; thence easterly along the south line of the Southwest Quarter of said Section 32, 1011.82 feet to the west line of premises conveyed to Public Service Company of Northern Illinois by warranty deed recorded June 28, 1927 as Document 238574; thence northerly along the west line of said premises 85.33 feet to an angle in said west line; thence northeasterly along the west line of said premises 3090.15 feet to the west line of the Southwest Quarter of the Northeast Quarter of said Section 32; thence northerly along the west line of the Southwest Quarter of said Section 32, 841.11 feet to the northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 32; thence South 89°56'43" East along the south line of the Northeast Quarter of said Section 32, 66.13 feet to the westerly line of the right of way of Commonwealth Edison Company; thence northeasterly along the westerly line of said right of way 3137.98 feet to the center line of U.S. Route No. 34; thence continuing northerly along the westerly line of said Commonwealth Edison Company right of way 1000.0 feet; thence westerly at right angles to the last described course 300.0 feet; thence northerly at right angles to the last described course 300.0 feet; thence easterly at right angles to the last described course 300.0 feet to the westerly line of said Commonwealth Edison Company right of way; thence northerly along the westerly line of said Commonwealth Edison Company right of way 3897.07 feet to a point that is 340.0 feet southerly of the southerly line of the right of way of Illinois State Route No. 65 as dedicated by Document 310934; thence westerly parallel with the southerly line of the right of way of said Illinois State Route No. 65 forming an angle of 87°57' with the last described course (measured clockwise therefrom) 650.0 feet; thence northerly parallel with the west line of said Commonwealth Edison Company right of way forming an angle of 87°57' with the last described course (measured counterclockwise therefrom) 343.10 feet to the southerly line of the right of way of said Illinois State Route No. 65; thence easterly along the southerly line of the right of way of said Illinois State Route No. 65, 67.1 feet to the westerly line of property dedicated by said Document 310934; thence southerly 5 feet along said westerly line; thence easterly along the south line of said property dedicated by Document 310934, 582.3 feet to the west line of said Commonwealth Edison Company right of way; thence northerly along the west line of said Commonwealth Edison Company right of way 85.20 feet to the centerline of said Illinois State Route No. 65; thence westerly along the centerline of said Illinois State Route No. 65 and along the center line of said Ogden Avenue to the southeast corner of Lot 6 of said Stubb's Assessment Plat; thence northerly along the easterly line of said Lot 6, 1574.70 feet to the south line of Lot 10 of Walter S. Otto's Assessment Plat, recorded
as Document 531314; thence easterly along the southerly line of said Lot 10 to the southeast corner of said Lot 10; thence northerly along the easterly line of said Lot 10 to the northeast corner of said Lot 10 (being on the center line of Claim Street); thence westerly along the center line of said Claim Street 660 feet to the northwest corner of the easterly half of Lot 11 of said Walter S. Otto's Assessment Plat; thence southerly along a line midway between the east and west lines of said Lot 11, 1075.54 feet to the south line of said Lot 11; thence westerly along the south line of said Walter S. Otto's Assessment Plat to the east line of Eola Road; thence northerly along the easterly line of said Eola Road to a point that is 972.18 feet northerly of the south line of the Northwest Quarter of said Section 20; thence westerly parallel with the north line of said Section 20 to the west line of the Northwest Quarter of said Section 20; thence northerly along the west line of the Northwest Quarter of said Section 20 to the center line of said Aurora-Warrenville Road; thence North 82°03'13" East 544.83 feet to the center line of said Eola Road; thence North 0°47'13" East 1155.7 feet to a line drawn North 89°42'1 East from a point on the west line of the Southwest Quarter of said Section 17 that is 422.4 feet North 0°04'138" East of the southwest corner of the Southwest Quarter of said Section 17; thence North 0°49'42" East 715.30 feet; thence North 0°28'11" East 339.95 feet; thence South 89°24'130" East 1428.90 feet; thence North 0°35'130" East 9117.99 feet to the southerly right of way line of said Chicago, Burlington and Quincy Railroad Company (now J. I. Lilly Northern Inc.); thence northwesterly along a curve to the left having a radius of 1630.08 feet a distance of 1534.63 feet, said curve being the southerly right of way line of said Chicago, Burlington and Quincy Railroad Company; thence South 78°21'33" West along the right of way of said Chicago, Burlington and Quincy Railroad Company 792.59 feet to the center line of said Eola Road; thence South 0°47'133" West along the center line of said Eola Road 526.45 feet to a line drawn South 89°12'127" East from a point on the west line of the Southwest Quarter of said Section 17 that is 1605.55 feet northerly of the southwest corner of the Southwest Quarter of said Section 17 (measured along the west line of the Southwest Quarter of said Section 17); thence North 89°12'127" West 582.20 feet to the west line of the Southwest Quarter of said Section 17; thence northerly along the west line of the Southwest Quarter of said Section 17 to the southerly line of premises conveyed to said Chicago, Burlington and Quincy Railroad Company by Document 152991; thence westerly along the southerly line of said Chicago, Burlington and Quincy Railroad Company to the point of beginning, excepting therefrom that part of the Southwest Fractional Quarter of said Section 31, described as follows: Commencing
at the southwest corner of the Southwest Fractional Quarter of said Section 31; thence easterly along the south line of the Southwest Fractional Quarter of said Section 31, 1095.60 feet for a point of beginning; thence westerly along the last described course 949.74 feet; thence northerly 276.54 feet to a point on the center line of a public road that is 990.0 feet northwesterly of the point of beginning; thence southeasterly 990.0 feet to the point of beginning; also excepting that part of the Southwest Quarter of said Section 29 conveyed to A. Everett Patton by warranty deed recorded January 15, 1954 as Document 705583, being a parcel of land situated in Section 29, Township 38 North, Range 9 East of the Third Principal Meridian, beginning at the southwest corner of Section 29; thence North along the west section line of said Section 29, a distance of 551.3 feet to a point, said point being the intersection of the center line of U.S. Highway No. 34 and the west line of Section 29; thence northeasterly along the center line of U.S. Highway No. 34 a distance of 2196.6 feet to the point of beginning; thence South at an angle of 116° 30' turned from East to South, a distance of 217.3 feet to a point; thence East at an angle of 86° 43' turned from North to East, a distance of 200 feet to a point; thence North at an angle of 93° 17' turned from West to North, a distance of 305.1 feet to a point on the center line of U.S. Highway No. 34; thence southeasterly along the center line of U.S. Highway No. 34 at an angle of 63° 30' turned from South to West a distance of approximately 223.11 feet to the point of beginning; also excepting therefrom that part of the Southeast Quarter of said Section 18, Township 38 North, Range 9 East of the Third Principal Meridian, described by beginning at the southeast corner of said Section 18 and running thence west along the south line of said Section (being also the south line of vacated Belt City) 682.0 feet to the center line of West Seventh Street in said vacated Belt City; thence northerly parallel with the east line of said Section 18 and along the center line of said Seventh Street, 660.0 feet to the center line of Pike Street in said vacated Belt City; thence East parallel with the south line of said Section 18 and along the center line of said Pike Street 326.0 feet to the center line of West 6th Street in said vacated Belt City; thence northerly along said center line and parallel with the east line of said Section 18, 660.0 feet to the center line of Crane Street in said Belt City; thence East along said center line 356.0 feet to the east line of said Section 18; thence South along the east line of said Section 18, 1320.0 feet to the point of beginning; and also excepting therefrom that part of the Southeast Quarter of Section 18 lying within the right of way of the Chicago, Burlington and Quincy Railroad and also that part of the North half of Section 39, Township 38 North, Range 9 East of the Third Principal
Meridian, described by beginning at the northeast corner of said Section; thence South on the east line of said Section 30, 12.66 chains; thence South 89° West 43.18 chains to the center of Vaughan Road; thence northeasterly along the center of said Vaughan Road to the north line of said Section 30; thence East on Section line to the point of beginning (except that part of the North Half of said Section 30, described as follows: Beginning at the intersection of the center line of Vaughan Road and the north line of Section 30, aforesaid; thence easterly along said north line of Section 30, 520.0 feet; thence southerly at right angles to said north line of Section 30, 250.0 feet; thence westerly at right angles and parallel with said north line of Section 30 to the center of Vaughan Road; thence northeasterly along the center of Vaughan Road to the point of beginning) also excepting the westerly 367.0 feet of the easterly 400.0 feet of the northerly 250.0 feet of the southerly 550.0 feet of that part of the Southwest Quarter of Section 17, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at a point on the west line of said Southwest Quarter which is 422.4 feet north of the southwest corner of said Southwest Quarter; thence North 0°20'36" West along the west line of said Southwest Quarter 1183.15 feet; thence South 89°12'27" East 582.20 feet to the center line of Eola Road; thence South 0°47'13" West along said center line 1172.26 feet to a line drawn North 89°42' East from the point of beginning; thence South 89°42' West 558.84 feet to the point of beginning, all in Naperville Township, DuPage County, Illinois.

ALSO

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That part of the Northwest Fractional Quarter of Section 18, Township 38 North, Range 9 East of the Third Principal Meridian, described by commencing at the northwest corner of said Quarter; thence South 0°11'49" East along the west line of said Quarter 27.72 feet to the northeast corner of Section 19, Township 38 North, Range 8 East of the Third Principal Meridian; thence South 0°11'11" East along the west line of the Northwest Fractional Quarter of said Section 18, 483.78 feet for a point of beginning; thence South 89°00'15" East 1320.00 feet; thence South 0°11'11" East parallel with the west line of said Northwest Fractional Quarter of said Section 18, 1307.46 feet, being in the center line of Sheffer Road; thence South 89°43'38" West along said center line 1319.76 feet to a point on the west line of said Northwest Fractional Quarter which is 841.50 feet North 0°11'11" West from the southeast corner of the Northeast Quarter of Section 18, Township 38 North, Range 8 East of the Third Principal Meridian; thence North 0°11'11" West along the west line of said Northwest Fractional Quarter, 1334.50 feet to the point of beginning, all in DuPage County, Illinois.

ALSO
That part of the South Half of Section 8 and part of the North Half of Section 17, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the center line of Elgin Road and the South line of Lot 1 in Schellings' Assessment Plat; thence South 3°31'18" West along said center line 85.80 feet to Crance's North line for a point of beginning; thence North 89°36'13" East along said north line 2005.01 feet to a point that is 12.95 chains South 89°36'13" West of the east line of the right of way of the Elgin, Joliet and Eastern Railway Company extended from the north; thence South 0°15'13" East 1330.12 feet to a point on the center line of North Aurora Road that is 435.50 feet South 89°30'15" West of the west line of the right of way of Public Service Company as established by Document 222293; thence South 89°30'15" West along the center line of said North Aurora Road 2092.82 feet to the center line of said Cola Road; thence North 3°31'18" East along the center line of said Cola Road 1331.94 feet to the point of beginning, and also that part of the Southeast Quarter of Section 7, part of the Southwest Quarter of Section 8, part of the Northwest Quarter of Section 17 and part of the North Half of Section 19, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of said Section 18; thence southerly along the west line of said Section 18, 511.50 feet; thence South 89°57'43" East along a line forming an angle of 88°53'14" with said west line (measured counterclockwise therefrom) 1210.44 feet for a point of beginning; thence continuing South 89°57'43" East along the prolongation of the last described course 111.79 feet to a point that is 1322.23 feet South 89°57'43" West of the west line of said Section 18; thence North 89°52'15" East along a line forming an angle of 180°09'12" with the last described course (measured counterclockwise therefrom) 1809.05 feet; thence North 89°31'17" East along a line forming an angle of 180°21'36" with the last described course (measured counterclockwise therefrom) 2412.94 feet to the center line of Cola Road; thence North 3°31'18" East along said center line 1331.94 feet to a point that is 85.80 feet South 3°31'18" West of the point of intersection of said center line with the south line of Lot 1 in Schellings' Assessment Plat; thence South 89°38' West along Crances's north line 3442.26 feet to the west line of the Southeast Quarter of said Section 7; thence South 0°29'16" East along the west line of said Southeast Quarter 733.86 feet to the southwest corner of said Southeast Quarter; thence South 87°46'13" West along the north line of the North Half of said Section 18, 983.40 feet; thence South 0°26'12" East 559.33 feet to the point of beginning, excepting therefrom that part of the Southeast Quarter of Section 7 and part of the Southwest Quarter of Section 8, described as follows: Commencing at the point of intersection
of Eola Road and the south line of Lot 1, in Schellings' Assessment Plat; thence South 3°31'18" West along said center line 85.80 feet to the south line of land known as John Sears Farm for a point of beginning; thence South 89°38'1 West along said south line 600.0 feet; thence South 3°31'18" West parallel with said center line 228.90 feet; thence North 89°39'17" East 799.98 feet to a point on said center line that is 229.20 feet South 3°31'18" West of the point of beginning; thence North 3°31'18" East along said center line 229.20 feet to the point of beginning; all in Naperville Township, DuPage County, Illinois.

ALSO
That part of Section 7 and part of the Southwest Quarter of Section 8, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section 7; thence North 88°48' East along the Quarter Section line 951.3 feet; thence South 19°20' West 1931.5 feet for a point of beginning; thence North 89°25'1
23" West 931.09 feet to the Quarter Section line; thence North 0°45' East along the Quarter Section line 281.5 feet; thence North 88°45'152" West 1298.3 feet to a point lying 54 rods East of the County line; thence North 0°22'4 West parallel with the County line 2273.6 feet to a point lying 5.5 feet in the south line of the old Aurora, Elgin and Chicago Railway right of way; thence North 87°42'129" West 442.23 feet; thence North 0°30'49" West 665.38 feet to the southwest corner of a tract of land described as Parcel "D" in Deed recorded October 9, 1970 as Document R70-36609; thence North 89°09'111" East along the south line of said tract 447.25 feet to the southeast corner thereof; thence North 0°24'49" West along the east line of said tract 385.5 feet to the center of Molitor Road; thence North 89°18'18" East along the center of said Road 346.0 feet to a point which bears North 0°14'52" West a distance of 1697.6 feet from the southwest corner of the Haller Tract as described in Deed recorded October 21, 1971 as Document R71-55392; thence South 0°14'52" East 1697.6 feet; thence North 69°48'1 East 260.0 feet; thence South 1°48'153" East 346.54 feet; thence North 63°48' East 688.38 feet to the Quarter Section line; thence North 0°45' East along the Quarter Section line 273.0 feet to the center of said Section 7; thence North 88°48' East along the Quarter Section line 951.3 feet; thence South 19°20' West 273.35 feet to Poss' southwest corner; thence North 88°45' East 1022.9 feet to Poss' southeast corner; thence North 89°58' East along Hill's south line 685.74 feet to a point on the west line of the Southwest Quarter of said Section 8 that is 292.38 feet south of the Quarter Section stake between Sections 7 and 8; thence continuing North 89°58' East along said Hill's south line 904.56 feet to the center line of Eola Road; thence South 3°32' West along the center line of said Eola Road 1299.20 feet to the north line of Lot 1 in Scheiling's Assessment Plot; thence westerly along the north line of said Lot 1, 264.35 feet to the northwest corner of Lot 1; thence continuing westerly along the north line extended of said Lot 1, 535.65 feet; thence southwesterly along a straight line parallel with the center line of said Eola Road 536.6 feet to Crance's north line; thence South 89°36.51 West along the north line 1710.5 feet to Berger's east line and the point of beginning (excepting the land comprising the right of way of the Aurora, Elgin and Chicago Railway) and (excepting the premises conveyed to Public Service Company of Northern Illinois by Deed recorded November 25, 1952 as Document 068451), all in Naperville Township, DuPage County, Illinois.

ALSO
That part of the Southwest Quarter of Section 28, part of the Southeast Quarter of Section 29, part of the East Half of Section 32 and part of the Northwest Quarter of Section 33, all in Township 33 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the southwest corner of said Southwest Quarter of Section 28; thence northerly along the west line of said Section 28, 42.15 chains to the center line of the Oswego-Naperville Road (U.S. Route No. 34); thence North 60½o East along said center line 7.45 chains (491.70 feet) for a point of beginning; thence southwesterly along said center line to the west line of the East Half of said Southeast Quarter of Section 29; thence southerly along the west line of the East Half of said Southeast Quarter 33, 77 chains to the southwest corner of the East Half of said Southeast Quarter; thence southerly along the east line of the Northwest Quarter of the Northeast Quarter of said Section 32 to the northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 32; thence North 8°56½43" West along the north line of the Southwest Quarter of the Northeast Quarter of said Section 32, 984.75 feet to the easterly line of the right of way of the Elgin, Joliet and Eastern Railroad Company; thence southerly along the easterly line of said Railroad right of way 1341.03 feet to the south line of the Southwest Quarter of the Northeast Quarter of said Section 32; thence easterly along said south line 60.47 feet; thence southerly parallel with the easterly line of said right of way 2251.62 feet to the easterly line of a public highway (Normantown Road) which is located immediately east of and adjoins the easterly line of said Railroad right of way; thence southerly along the easterly line of said Highway 426.26 feet to the south line of said Section 32; thence easterly along the south line of the East Half of said Section 32, 1288.37 feet to the southeast corner of the West Half of the Southeast Quarter of said Section 32; thence northerly along the east line of the West Half of the Southeast Quarter of said Section 32, 2662.54 feet to the southwest corner of the East Half.
of the Northeast Quarter of said Section 32; thence easterly along the south line of the Northeast Quarter of said Section 32, 1316.96 feet to the southwest corner of the Northwest Quarter of said Section 33; thence easterly along the south line of said Northwest Quarter 1326.72 feet to the southeast corner of the West Half of said Northwest Quarter; thence northerly along the east line of the West Half of said Northwest Quarter 2667.62 feet to the northeast corner of the West Half of said Northwest Quarter; thence westerly along the south line of the Southwest Quarter of said Section 28, 262.65 feet to a point that is 454.74 feet easterly of the southwest corner of the Southwest Quarter of said Section 28; thence northerly 45.0 chains to the point of beginning, excepting therefrom that part of Sections 28 and 29 lying northerly of a line drawn parallel with and 100 feet southerly of the north line (measured at right angles thereto) of the southwest corner of said Section 29 and the north line of the Southeast Quarter of said Section 29; in Nacerville Township, DuPage County, Illinois.
Exhibit A III
FOX VALLEY EAST
IV

Topography Map

- Planned Development District Boundaries
- Region Boundaries
- Region Number

FOX VALLEY EAST

Date: 15 Feb 73
VI

Land Use Plan For The Proposed District

- Manufacturing
- Restricted Manufacturing
- Business
- Residential
- Open Space and Schools

- Proposed Expressway
- Proposed Primary Roads
- Proposed Secondary Roads

FOX VALLEY EAST

Date: 15 Feb 73
EXHIBIT B

HIGHWAY PROPERTY

PARCEL 1

That part of the Southeast Quarter of Section 36, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the northeast corner of said Quarter; thence westerly along the north line of said Quarter 22.01 feet to a point that is 50.0 feet southeasterly of the center line (measured at right angles thereto) of U.S. Route No. 34 for a point of beginning; thence continuing westerly along said north line 74.76 feet to said center line; thence southerly along said center line 2495.34 feet to the north line of premises owned by A.H. Albee; thence easterly along the north line of said Albee premises 76.29 feet to a point that is 50.0 feet southeasterly of said center line (measured at right angles thereto) thence northeasterly parallel with said center line 671.04 feet; thence northeasterly concentric with said center line 1122.94 feet; thence northeasterly parallel with said center line 700.30 feet to the point of beginning, in Aurora Township, Kane County, Illinois.

PARCEL 2

That part of the north 33 feet of the North Half of Section 6, Township 37 North, Range 9 East of the Third Principal Meridian, previously used or dedicated for highway purposes lying west of the east line extended southerly of the Southwest Quarter of Section 31, Township 38 North, Range 9 East of the Third Principal Meridian, in Wheatland Township, Will County, Illinois and also that part of the Southwest Quarter of Section 31, Township 38 North, Range 9 East of the Third Principal Meridian previously used or dedicated for highway purposes falling within the following described tract: Commencing at the southwest corner of said Quarter; thence easterly along the south line of said Quarter 1095.60 feet for a point of beginning; thence westerly along said south line 949.74 feet; thence northerly 276.54 feet to a point on the center line of a public Road that is 990.0 feet northwesterly of the point of beginning; thence southeasterly 990.0 feet to the point of beginning, in Naperville Township, DuPage County, Illinois.
PARCEL 3

That part of the Northeast Quarter of Section 36, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of the Northeast Quarter of said Northeast Quarter; thence southerly along the west line of the Northeast Quarter of said Northeast Quarter to the center line of Montgomery Road for a point of beginning; thence northerly along said West line to a point that is 22.0 feet northwesterly of said center line (measured at right angles thereto); thence north-easterly parallel with said center line to a point that is 33.0 feet westerly of the east line of said Northeast Quarter; thence northerly parallel with said east line to the north line of said Northeast Quarter; thence easterly along said north line to the northeast corner of said Quarter; thence southerly along the east line of said Quarter 566.28 feet to the center line of said Montgomery Road; thence south-westerly along said center line 1391.07 feet to the point of beginning, in Aurora Township, Kane County, Illinois.

PARCEL 4

The east 33.0 feet of the Southeast Quarter of Section 25 and the east 33.0 feet of the south 33.0 feet of the Northwest Quarter of said Section 25, Township 38 North, Range 8 East of the Third Principal Meridian, Aurora Township, Kane County, Illinois and also that part of the Northwest Quarter of Section 30, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the southwest corner of said Northwest Quarter; thence easterly along the south line of said Quarter 732.92 feet; thence northeasterly along the center line of Vaughan Road 369.05 feet to the north line of the south 311.0 feet of said Quarter (measured along the west line of said Quarter); thence westerly along said north line to a point that is 33.0 feet northwesterly of said center line (measured at right angles thereto); thence southwesterly parallel with said center line to a point that is 33.0 feet northerly of said south line (measured at right angles thereto); thence westerly parallel with said south line to the west line of said Quarter; thence southerly along said west line to the point of beginning, in Naperville Township, DuPage County, Illinois.
PARCEL 5

The northwesterly 50.0 feet of that part of the westerly 935.49 feet (measured along the north line of Fry's Copenhagen Colony) of the Northeast Quarter of Section 31, Township 38 North, Range 9 East of the Third Principal Meridian (except the west 2.97 chains thereof) lying southeasterly of U.S. Route No. 34, measured at right angles to said center line, in Naperville Township, DuPage County, Illinois.

PARCEL 6

That part of the Southeast Quarter of Section 30 and part of the Northeast Quarter of Section 31, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the southeast corner of Lot 3 in The Assessment Plat of Elizabeth M. Frieders Farm; thence southerly along the east line of said Assessment Plat 111.40 feet to the northeast corner of Lot 4 in said Assessment Plat; thence southwesterly along the northwesterly line of Lots 4, 5, 6, 7, 8 and 9 in said Assessment Plat 1540.42 feet to the northwest corner of said Lot 9; thence northerly along the west line extended of said Lot 9, 56.39 feet to the center line of U.S. Route No. 34; thence northeasterly along said center line 391.42 feet to the west line extended southerly of Lot 1 in said Assessment Plat; thence northerly along the extended west line of said Lot 1 to the southwest corner of Lot 1; thence northeasterly along the southeasterly line of Lots 1, 2 and 3 of said Assessment Plat 1148.38 feet to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 7

That part of the northerly 33.0 feet of the Southeast Quarter of Section 31, Township 38 North, Range 9 East of the Third Principal Meridian, (measured at right angles to the north line thereof) lying easterly of the west line extended southerly of the easterly 330.0 feet of the Northeast Quarter of said Section 31; and also the south 40.0 feet of the Northeast Quarter of Section 31, Township 38 North, Range 9 East of the Third Principal Meridian, (measured at right angles to the south line thereof) lying westerly of
the east line extended northerly of the west 125 acres of the Southeast Quarter of said Section 31 excepting therefrom that part of said Northeast Quarter described as follows: Beginning at a point on the south line of said Northeast Quarter that is 600.0 feet easterly of the southwest corner of said Quarter; thence easterly along said south line 180.0 feet; thence northerly at right angles to the last described course 40.0 feet; thence westerly parallel with said south line 180.0 feet; thence southerly at right angles to the last described course 40.0 feet to the point of beginning, all in Naperville Township, DuPage County, Illinois.

PARCEL 8

That part of the South Half of Section 32, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the south line of said Section 32 with the easterly right of way line of the Elgin, Joliet and Eastern Railway Company; thence northerly along said right of way line to the north line of said South Half; thence easterly along said north line 60.47 feet; thence southerly parallel with said right of way line 2251.62 feet to the easterly line of Normantown Road, which is located immediately east of and adjoining said right of way line; thence southerly along said easterly line parallel with the west line of the Southeast Quarter of said Section 32, 428.26 feet to the south line of said South Half; thence westerly along said south line 92.11 feet to the point of beginning, in Naperville Township, DuPage County, Illinois and also that part of the north 40.0 feet of the Northeast Quarter of the Northwest Quarter of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, (measured at right angles thereto) lying easterly of the west line extended southerly of the Southeast Quarter of the Southwest Quarter of Section 32, Township 38 North, Range 9 East of the Third Principal Meridian, and westerly of the west line of premises conveyed to Public Service Company of Northern Illinois by Warranty Deed recorded as Document 238574, in Wheatland Township, Will County, Illinois.

PARCEL 9

The north 33.0 feet of the Northeast Quarter of the Southeast Quarter of Section 32, Township 38 North, Range 9 East of the Third Principal Meridian (measured at right angles thereto) and also the north 33.0 feet of the Northwest Quarter of the Southwest Quarter of Section 33, Township 38 North, Range 9 East of the Third Principal Meridian (measured at right angles thereto), all in Naperville Township, DuPage County, Illinois.
PARCEL 10

The east 25.0 feet of Tri-County Builders Supply Company Subdivision Unit No. 1 in the Northeast Quarter of Section 32, Township 38 North, Range 9 East of the Third Principal Meridian, (measured along the north line thereof), in Naperville Township, DuPage County, Illinois.

PARCEL 11

The northwesterly 50.0 feet of that part of the Southwest Quarter of Section 29, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the southwest corner of said Quarter; thence northerly along the west line of said Quarter 551.30 feet to the center line of U.S. Route No. 34; thence northeasterly along said center line 2196.60 feet for a point of beginning; thence southerly along a line forming an angle of 116°30' with said center line (measured clockwise therefrom) 217.30 feet; thence easterly along a line forming an angle of 86°43' with the last described course (measured clockwise therefrom) 200.0 feet; thence northerly along a line forming an angle of 93°17' with the last described course (measured clockwise therefrom) 305.10 feet to said center line; thence southwesterly along said center line 223.11 feet to the point of beginning, (measured at right angles to said center line) in Naperville Township, DuPage County, Illinois.

PARCEL 12

That part of the West Half of Section 28 and part of the East Half of Section 29, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 28; thence easterly along the north line of said Southwest Quarter 454.74 feet for a point of beginning; thence southerly parallel with the west line of said Southwest Quarter 100.0 feet; thence westerly parallel with the north line of said Southwest Quarter 454.74 feet to the west line of said Southwest Quarter; thence westerly parallel with and 100.0 feet southerly of the north line (measured at right angles thereto) of the Southeast Quarter of said Section 29 to the center line of U.S. Route No. 34; thence southwesterly along said center line to the west line of the East Half of said Southeast Quarter; thence southerly along the west line of said East Half to a line drawn parallel with and 50.0 feet southeasterly of said center line (measured at right angles thereto); thence southwesterly along said parallel line to the east line of the right of way of the Elgin, Joliet and Eastern Railroad; thence northerly along
said east line to said center line; thence northeasterly along said center line to the west line of the east Half of said Southeast Quarter; thence northerly along the west line of the East Half of said Southeast Quarter to a line drawn parallel with and 50.0 feet northwesterly of said center line (measured at right angles thereto); thence northeasterly parallel with said center line to the west line of the Northwest Quarter of said Section 28; thence southerly along the west line of said Northwest Quarter to said center line; thence northeasterly along said center line to a line drawn parallel with the west line of said Northwest Quarter from the point of beginning; thence South parallel with the west line of said Northwest Quarter to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 13

The northwesterly 50.0 feet of that part of the Northwest Quarter of Section 28, Township 38 North, Range 9 East of the Third Principal Meridian, lying southeasterly of the center line (measured at right angles thereto) of U.S. Route No. 34, excepting therefrom the westerly 454.74 feet (measured along the south line of said Quarter) in Naperville Township, DuPage County, Illinois.

PARCEL 14

That part of the Northeast Quarter of Section 28, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: commencing at the point of intersection of the east line of said Quarter and the center line of U.S. Route 34; thence southwesterly along said center line 316.5 ft. to the Southwest corner of the tract of land conveyed to the Trustee of Schools by Document 151990 for a point of beginning; thence continuing southwesterly along said center line 224.19 ft. to a point on the West line of the John Erb property as described in Document 535635, recorded December 18, 1947; thence northerly along the West line of said John Erb property forming an angle of 105° 17 Min. 30 sec. with said center line (measured clockwise therefrom) 82.94 ft. to a point that is 80 ft. northwesterly of said center line (measured at right angles thereto); thence northeasterly parallel with said center line 224.57 ft. to the West line of said Document 151990, then southerly along the West line of said Document 151990 83.76 ft. to the point of beginning and also the northwesterly 50.0 feet of that part of the Northeast Quarter of Section 28, Township 38 North, Range 9 East of the Third Principal Meridian, lying southeasterly of the center line (measured at right angles to said center
line) of U.S. Route No. 34 except that part thereof lying
easterly of the following described line: Commencing at
the point of intersection of the east line of said Quarter
and the center line of said U.S. Route No. 34; thence south-
westerly along the center line of said U.S. Route No. 34,
316.50 feet to the southwest corner of a tract of land
cveyed to Trustee of Schools by Document 151990 for a
point of beginning; thence southeasterly along the extension
of the west line of said Trustee's tract to a line drawn
parallel with and 50.0 feet southeasterly of the center
line (measured at right angles thereto) of said U.S. Route
No. 34 for the terminus of said line, all in Naperville
Township, DuPage County, Illinois.

PARCEL 15

That part of the Southwest Quarter of Section 22,
Township 38 North, Range 9 East of the Third Principal Meridian,
described as follows: Commencing at the southwest corner of
said Quarter 146.25 feet to the northeast corner of a tract of land
conveyed to Laverne W. Jackson and Clara C. Jackson by Docu-
ment No. 747981; thence easterly along the extension of the
north line of said Jackson tract 51.12 feet to a line drawn
parallel with and 50.0 feet easterly of the center line
(measured at right angles thereto) of Illinois State Route
No. 59 for a point of beginning; thence westerly along the
last described course to said west line; thence northerly
along said west line 1649.40 feet to a line drawn at right
angles to said center line from a point on said center line
that is 1066.61 feet southerly of the center line of Illinois
State Route No. 65 (measured along the center line of said
Illinois State Route No. 59); thence easterly at right angles
to the center line of said Illinois State Route No. 59 to
said parallel line; thence southerly along said parallel
line to the point of beginning, in Naperville Township,
DuPage County, Illinois.

PARCEL 16

That part of the West Half of Section 22, Township
38 North, Range 9 East of the Third Principal Meridian,
described as follows: Commencing at the point of inter-
section of the center line of Illinois State Route No. 65
with the west line of said West Half; thence southerly along
said west line to a line drawn at right angles to the center
line of Illinois State Route No. 59 from a point on the center
line of said Illinois State Route No. 59 that is 176.61 feet
southerly of the center line of said Illinois State Route No.
65 (measured along the center line of said Illinois State
Route No. 59) for a point of beginning; thence continuing
southerly along said west line to a line drawn at right
angles to the center line of said Illinois State Route No.
59 from a point on the center line of said Illinois State
Route No. 59 that is 1066.61 feet southerly of the center line of said Illinois State Route No. 65 (measured along the center line of said Illinois State Route No. 59); thence easterly along said line drawn at right angles to the center line of said Illinois State Route No. 59 to a line drawn parallel with and 50.0 feet easterly of the center line (measured at right angles thereto) of said Illinois State Route No. 59; thence northerly along said parallel line to a line drawn at right angles to the center line of said Illinois State Route No. 59 from the point of beginning; thence westerly at right angles to the last described course to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 17

That part of the Northeast Quarter of Section 21 and part of the Northwest Quarter of Section 22, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the center line of Illinois State Route No. 65 with the center line of Illinois State Route No. 59; thence westerly along the center line of said Illinois State Route No. 65, 400.0 feet to the west line of Lot 3 extended southerly of McMahon's Subdivision; thence northerly along said extended west line to a point that is 50.0 feet northerly of the center line (measured at right angles thereto) of said Illinois State Route No. 65; thence easterly parallel with the center line of said Illinois State Route No. 65 to the easterly line extended of said Lot 3; thence northerly along said extended easterly line to a point that is 85.0 feet northerly of the center line (measured at right angles thereto) of said Illinois State Route No. 65; thence easterly parallel with the center line of said Illinois State Route No. 65 to a point that is 50.0 feet easterly of the center line (measured at right angles thereto) of said Illinois State Route No. 59; thence southerly parallel with the center line of said Illinois State Route No. 59 to the center line of said Illinois State Route No. 65; thence westerly along the center line of said Illinois State Route No. 65 to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 18

That part of Section 21, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at a point on the Quarter Section line 12.04 chains west of the center of said Section 21; thence South 1-1/4° East 125.40 feet to the center line of Illinois State Route No. 65 for a point of beginning; thence easterly along said center line 2277.32 feet to a point that is 1175.0 feet westerly of the center line of Illinois State Route No. 59 (measured along the center line of said Illinois State Route No. 65); thence northerly at right angles to the last described course 30.0 feet to the northerly line of said Illinois State Route No. 65; thence westerly along said northerly line 2274.51 feet to a line drawn North 1-1/4° West from the point of beginning; thence South 1-1/4° East to the point of beginning, in Naperville Township, DuPage County, Illinois.
PARCEL 19

That part of the Southwest Quarter of Section 21 and part of the Southeast Quarter of Section 20, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at a point on the Quarter Section line 12.04 chains west of the center of said Section 21; thence South 1-1/4° East 125.40 feet to the center line of Illinois State Route No. 65 for a point of beginning; thence westerly along said center line 1557.39 feet to an angle in said center line; thence continuing westerly along said center line 1362.60 feet to the southwest corner of a tract of land conveyed to George J. Walder and Hazel G. Walder by Document 429914 recorded October 14, 1941; thence northerly along the westerly line of said Walder tract 30.0 feet to a line drawn parallel with and 30.0 feet northerly of said center line (measured at right angles thereto); thence easterly along said parallel line 1362.98 feet to an angle in said parallel line; thence continuing easterly parallel with said center line 1576.53 feet to a line drawn North 1-1/4° West from the point of beginning; thence South 1-1/4° East to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 20

That part of Lot 7 of Stubbs' Assessment Plat and part of the South Half of Section 20, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the southeast corner of Lot 6 of said Stubbs' Assessment Plat, being on the center line of Illinois State Route No. 65; thence northeasterly along said center line 1276.29 feet to the west line of premises conveyed to Commonwealth Edison Company; thence northerly along said west line 75.7 feet to the northeast corner of a tract of land dedicated for highway purposes by Document 310934; thence southwesterly along the northwesterly line of said highway tract 552.24 feet to the northwesterly corner of said highway tract; thence southerly along the westerly line of said highway tract 5.0 feet to a point that is 30.0 feet northwesterly of said center line (measured at right angles thereto); thence southwesterly along the northerly right of way line of said State Route to the east line of said Lot 6; thence southerly along said east line to the point of beginning, in Naperville Township, DuPage County, Illinois.
PARCEL 21

That part of Lots 3, 4 and 5 of Stubb's Assessment Plat and that part of the Southwest Quarter of Section 20, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the southwest corner of Lot 6 of said Stubb's Assessment Plat being on the center line of Illinois State Route No. 65; thence westerly along the center line of said Illinois State Route No. 65 to the northeast corner of a tract of land conveyed to Ellsworth Honeycutt by Warranty Deed recorded as Document 154079; thence continuing westerly along said center line 132.0 feet to the northwest corner of said Honeycutt tract; thence southerly along the west line of said Honeycutt tract to a point that is 30.0 feet southerly of said center line (measured at right angles thereto); thence westerly parallel with said center line to the west line of said Quarter; thence northerly along the west line of said Quarter to a point that is 30.0 feet northerly of said center line (measured at right angles thereto); thence easterly parallel with said center line to the east line of said Lot 6; thence southerly along said east line to the point of beginning, except that part of Lot 3 thereof lying westerly of the east line extended northerly of said Honeycutt tract, in Naperville Township, DuPage County, Illinois.

PARCEL 22

That part of the Southeast Quarter of Section 19, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the northeast corner of said Quarter; thence westerly along the north line of said Quarter 5.32 chains; thence South 2°10' West 809.90 feet to the center line of Illinois State Route No. 65 for a point of beginning; thence westerly along said center line 582.36 feet to a point that is 83.0 feet easterly of the northeast corner of Vaughn's Subdivision; thence northerly along a line drawn parallel with the easterly line of said Subdivision to the northerly line of Illinois State Route No. 65; thence easterly along said northerly line to a line drawn North 2°10' East from the point of beginning; thence South 2°10' West to the point of beginning, in Naperville Township, DuPage County, Illinois.
PARCEL 23

That part of the Southeast Quarter of Section 19, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the northwest corner of Lot 7 of Vaughan's Assessment Plat, being on the center line of Vaughan Road; thence southwesterly along said center line 770.94 feet to the southwest corner of Lot 8 of said Vaughan's Assessment Plat; thence southwesterly along said center line 224.51 feet to the south line of said Quarter; thence westerly along said south line to a line drawn parallel with and 33.0 feet northwesterly of said center line (measured at right angles thereto); thence northeasterly along said parallel line to an angle in said parallel line; thence northeasterly parallel with said center line to the northerly line extended of said Lot 7; thence easterly along said extended northerly line to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 24

That part of the North Half of Section 30, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the southwest corner of Lot 8 of Vaughan's Assessment Plat, being on the center line of Vaughan Road; thence southwesterly along said center line 224.51 feet to the north line of said North Half; thence continuing southwesterly along said center line to the south line (measured at right angles thereto) of the north 250.0 feet of the Northeast Quarter of said Section 30 for a point of beginning; thence westerly along said south line to a line drawn parallel with and 33.0 feet northwesterly of said center line (measured at right angles thereto); thence southwesterly along said parallel line to the southwesterly line of a tract of land described in Document 456037; thence southwesterly along said southwesterly line to said center line; thence northeasterly along said center line 709.19 feet to the point of beginning, excepting therefrom the following described tract: Commencing at the southwest corner of said Lot 8, being on the center line of Vaughan Road; thence westerly along an old claim line 899.82 feet; thence southwesterly parallel with said center line 486.10 feet; thence southeasterly along a line forming an angle of 69°20' with the last described course (measured clockwise therefrom) to a point that is 33.0 feet northwesterly of said center line (measured at right angles thereto) for a point of beginning; thence continuing southeasterly along the prolongation of the last described course to said center line; thence southwesterly along said center line 100.0 feet; thence northwesterly along a line forming an angle of 110°40' with the last described course (measured counter-clockwise therefrom) to a line drawn parallel with said center line from the point of beginning; thence northeasterly along said parallel line to the point of beginning, in Naperville Township, DuPage County, Illinois.
PARCEL 25

That part of the Southwest Quarter of Section 19, Township 38 North, Range 9 East of the Third Principal Meridian, lying north of the center line of the Old Naperville-Aurora Road previously used or dedicated for highway purposes, except that part thereof lying easterly of the west line extended northerly of Edward Meyer's Assessment Plat, in Naperville Township, DuPage County, Illinois.

PARCEL 26

That part of the Northeast Quarter of Section 19, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section; thence easterly along the north line of said Section 2492.55 feet to the center line of Vaughan Road for a point of beginning; thence South 6°53' East along said center line 1060.6 feet to the center line of the Aurora-Warrenville Road (Liberty Street); thence South 81°59' West along the center line of said Aurora-Warrenville Road 392.47 feet to the northeast corner of Balco Assessment Plat recorded as Document R62-22490; thence north 0°34' West along the east line extended northerly of said Assessment Plat to a point that is 33.0 feet northerly of the center line (measured at right angles thereto) of said Aurora-Warrenville Road; thence North 81°59' East parallel with the center line of said Aurora-Warrenville Road to a line drawn parallel with and 33.0 feet westerly of the center line (measured at right angles thereto) of said Vaughan Road; thence North 6°53' West along said parallel line to the north line of said Quarter; thence easterly along said north line to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 27

That part of Lots 4 and 5 of Walter S. Otto's Assessment Plat of part of Sections 17 and 20, Township 38 North, Range 9 East of the Third Principal Meridian, lying within the right of way of Claim Street except that part thereof lying easterly of the east line extended northerly of Lot 10 of said Assessment Plat and also except that part thereof lying westerly of the northerly extension of a line drawn midway between the east line and west line of Lot 11 of said Assessment Plat, in Naperville Township, DuPage County, Illinois.
PARCEL 28

The northerly 33.0 feet of that part of the Northwest Quarter of Section 20, Township 38 North, Range 9 East of the Third Principal Meridian, lying southerly of the center line of Claim Street and westerly of the center line of Eola Road (measured at right angles to the center line of said Claim Street) and also that part of Lots 1, 2, 3 and 12 of Walter S. Otto's Assessment Plat of part of Sections 17 and 20, Township 38 North, Range 9 East of the Third Principal Meridian previously used or dedicated for highway purposes except that part of said Lots 3 and 12 lying easterly of the east line of Eola Road and southerly of the southerly line of Claim Street, in Naperville Township, DuPage County, Illinois.

PARCEL 29

The east 33.0 feet of that part of the Southwest Quarter of Section 17, Township 38 North, Range 9 East of the Third Principal Meridian, lying westerly of the center line of Eola Road, southerly of premises owned by the Chicago, Burlington and Quincy Railroad Company and northerly of the following described line: Commencing at the southwest corner of said Quarter; thence North 0°20'36" West along the west line of said Quarter 1605.55 feet for a point of beginning; thence South 89°12'37" East 592.20 feet to the center line of said Eola Road for the terminus of said line, (measured at right angles to said center line) in Naperville Township, DuPage County, Illinois.

PARCEL 30

The north 25.0 feet of that part of the Northwest Quarter of Section 18, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: beginning at a point on the west line of the Southwest Quarter of said Section that is 61.60 feet south of the northwest corner of said Southwest Quarter; thence North 89°46' East along an old fence line 396.0 feet to an iron stake; thence North along an old fence line 454.70 feet to an iron stake; thence North 89°54' East along a fence line 256.0 feet to an iron stake; thence North along an old fence line 427.0 feet to the center of Knight Street; thence westerly along said center line to the west line of said Northwest Quarter; thence South along the west line of said Section to the point of beginning (measured at right angles to the north line thereof) in Naperville Township, DuPage County, Illinois.
PARCEL 31

That part of the Northeast Quarter of Section 18, Township 38 North Range 9 East of the Third Principal Meridian, described as follows: Commencing at a point on the west line of the Southwest Quarter of said Section that is 61.60 feet south of the northwest corner of said Southwest Quarter; thence South along the west line of said Southwest Quarter 876.0 feet to the northerly line of property owned by the Chicago, Burlington and Quincy Railroad Company; thence North 79°14.5' East along the northerly line of said Railroad 3489.2 feet to an iron stake in a fence corner; thence North 2°32.7' East to an iron stake on the center line of Knight Street for a point of beginning; thence South 63°04.7' West along said center line 463.80 feet to an iron stake; thence North 2°32.7' East 28.71 feet to a line drawn parallel with and 25.0 feet northwesterly of said center line (measured at right angles thereto); thence North 63°04.7' East along said parallel line to a point that is North 2°32.7' East of the point of beginning; thence South 2°32.7' West 28.71 feet to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 32

That part of the Northeast Quarter of Section 13, Township 38 North, Range 8 East of the Third Principal Meridian, previously used or dedicated for highway purposes lying in Sheffer Road north of and adjacent to the north line of Lot 4 in Unit Two of Schwartz Subdivision, Aurora, Kane County, Illinois, bounded on the east by the east line extended of said Lot 4 and on the west by the west line of said Lot 4 extended, in Aurora Township, Kane County, Illinois.

PARCEL 33

That part of the Northeast Quarter of Section 13, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the southwest corner of Lot 12 in Schwartz Subdivision, Unit No. 1, Township of Aurora, Kane County, Illinois; thence South 89°10' West along the south line extended of said Lot 12, 66.0 feet to the west line of Sarah Lane; thence South 0°20.5' West along said west line and said west line extended to the south line
of said Quarter; thence North 89°10' East along said south line to a point that is 1320.0 feet South 89°01'25" West of the east line of said Quarter; thence North 1°30' East to the south line extended easterly of Stephen Street; thence easterly along the south line extended of said Stephen Street to a line drawn parallel with the west line of said Sarah Lane from the point of beginning; thence northerly along said parallel line to the point of beginning, in Aurora Township, Kane County, Illinois.

PARCEL 34

The south 33.0 feet of that part of the North Half of Section 17, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the center line of Eola Road and the south line of Lot 1 in Schellings Assessment Plat; thence South 3°31'18" West along said center line 85.80 feet to Crance's north line for a point of beginning; thence North 89°36'30" East along said north line 2005.01 feet to a point that is 12.95 chains South 89°36'30" West of the east line of the right of way of the Elgin, Joliet and Eastern Railway Company extended from the north; thence South 0°15'30" East 1330.12 feet to a point on the center line of North Aurora Road that is 435.50 feet South 89°38'37" West of the west line of the right of way of Public Service Company as established by Document 222293; thence continuing South 0°15'30" East along the prolongation of the last described course to a point that is 33.0 feet southerly of the center line (measured at right angles thereto) of said North Aurora Road; thence South 89°38'37" West parallel with the center line of said North Aurora Road to the westerly line of said Eola Road; thence North 3°31'18" East along said westerly line to said north line; thence North 89°36'30" East along said north line to the point of beginning (measured at right angles to the south line thereof), in Naperville Township, DuPage County, Illinois.

PARCEL 35

The easterly 33.0 feet of that part of the Southwest Quarter of Section 8, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the center line of Eola Road and the south line of Lot 1, in Schellings' Assessment Plat; thence South 3°31'18" West along said center line 85.80 feet to the south line of land known as John Sears Farm for a point of beginning; thence South 89°36' West along said south line 800.0 feet; thence South 3°31'18" West parallel with said center line 228.90 feet; thence North 89°39'17" East 799.98 feet to a point on
said center line that is 229.20 feet South 3°31'18" West of the point of beginning; thence North 3°31'18" East along said center line 229.20 feet to the point of beginning (measured at right angles to the easterly line thereof) in Naperville Township, DuPage County, Illinois.

PARCEL 36

That part of the Southwest Quarter of Section 8, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the northeast corner of Schelling's Assessment Plat, being on the center line of Eola Road; thence easterly along the north line extended of said Assessment Plat to a line drawn parallel with and 33.0 feet easterly of said center line (measured at right angles thereto); thence northerly along said parallel line to Hill's south line; thence westerly along said south line to said center line; thence southerly along said center line 1299.2 feet to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 37

That part of the Northwest Quarter of Section 7, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at a point on the southerly line of the Old Aurora, Elgin and Chicago Railway right of way that is 54 rods east of the county line; thence North 0°22' West parallel with said county line 6.5 feet; thence North 87°42'29" West to the northerly line of said right of way; thence North 78°20' East along said northerly line to a point that is North 0°14'52" West of the southwest corner of the Haller tract as described in Deed recorded October 27, 1971 as Document R71-55382; thence South 0°14'52" East to said southerly line; thence South 78°20' West along said southerly line to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 38

That part of the Southeast Quarter of Section 18, Township 38 North, Range 9 East of the Third Principal Meridian, Commencing at the point of intersection of the west line of said Section 18 with the northerly line of the right of way of the Chicago, Burlington and Quincy Railroad Company as established by Document 111086; thence north-easterly along said northerly line 2507.2 feet to the west
line of a north and south Public Road for a point of beginning; thence southerly along the west line of said Road to a point that is 800.0 feet southeasterly of said northerly line (measured at right angles thereto); thence easterly parallel with said northerly line to the east line of said north and south Road; thence northerly along said east line to said northerly line extended northeasterly; thence southwesterly along said extended northerly line to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 39

That part of the Southeast Quarter of Section 21, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the center line of Illinois State Route No. 65 with the center line of Illinois State Route No. 59; thence southerly along the center line of said Illinois State Route No. 59, 1066.61 feet; thence westerly at right angles to the last described course 50.0 feet for a point of beginning; thence continuing westerly along the prolongation of the last described course 34.0 feet; thence northerly parallel with the center line of said Illinois State Route No. 59, 566.15 feet to the southerly line of Lot 1 in Scheffler's Plat of Survey; thence easterly along said southerly line to a line drawn parallel with the center line of said Illinois State Route No. 59 from the point of beginning; thence southerly along said parallel line to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 40

That part of the Northeast Quarter of Section 21 and part of the Northwest Quarter of Section 22, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the center line of Illinois State Route No. 65 with the west line of said Northwest Quarter; thence easterly along the center line of said Illinois State Route No. 65 to a point that is 50.0 feet easterly of the center line (measured at right angles thereto) of Illinois State Route No. 59; thence southerly parallel with the center line of said Illinois State Route No. 59 to a line drawn at right angles to the center line of said Illinois State Route No. 59 from a point on the center line of said Illinois State Route No. 59 that is 176.61 feet southerly of the center line of said Illinois State Route No. 65 (measured along the center line of said Illinois State Route No. 59); thence westerly along said line drawn at right angles to the center.
line of said Illinois State Route No. 59 to the west line of said Northwest Quarter; thence northerly along said west line to the southeast corner of part B of parcel No. 0004 acquired by the Department of Public Works and Buildings of the State of Illinois under condemnation proceeding filed July 9, 1969 as Case No. C69-789 of the Circuit Court of DuPage County; thence westerly along a southerly line of said part B forming an angle of 90°00' with the center line of said Illinois State Route No. 59, 50.3 feet more or less to a southwesterly corner of said part B; thence northwesterly along a southwestwesterly line of said part B forming an angle of 129°04'44" with the last described course (measured counter-clockwise therefrom) 40.72 feet to an angle in the southwesterly line of said part B; thence northwesterly along a southwesterly line of said part B forming an angle of 30°53'10" with the prolongation of the last described course (measured counter-clockwise therefrom) 43.83 feet to the most westerly southwest corner of said part B; thence northerly along the west line of said part B forming an angle of 62°50'54" with the prolongation of the last described course (measured clockwise therefrom) 50.0 feet to the center line of said Illinois State Route No. 65; thence easterly along the center line of said Illinois State Route No. 65, 124.3 feet to the point of beginning, in Naperville Township, DuPage County, Illinois.

PARCEL 41

That part of the East Half of Section 21, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the center line of Illinois State Route No. 65 with the center line of Illinois State Route No. 59; thence westerly along the center line of said Illinois State Route No. 65, 400.0 feet for a point of beginning; thence easterly along the last described course 40.3 feet to a point that is 360.0 feet westerly of the east line of said East Half (measured along the center line of said Illinois State Route No. 65); thence southerly parallel with the west line of Scheffler's Plat of Survey recorded October 27, 1954 as Document 735032, 122.92 feet; thence westerly along a line forming an angle of 81°33' with the prolongation of the last described course (measured clockwise therefrom) 130.41 feet to the southeast corner of property conveyed to State of Illinois, Department of Public Works and Buildings as part B of Document R69-51831 recorded December 3, 1969; thence westerly along the southerly line of said part B 214.75 feet to an angle in said southerly line; thence westerly along the southerly line of said part B 95.52 feet to a point that is 140.0 feet southerly of the center line (measuring at right angles thereto) of said Illinois State Route No. 65; thence westerly parallel with the center line of said Illinois State Route No. 65, 30.0 feet; thence northwesterly 61.03 feet to a point that is 105.0 feet southerly of the center line (measured at right angles thereto) of said Illinois State Route No. 65; thence northwesterly 42.72 feet to a point that is 65.0 feet southerly of the center line (measured at right angles thereto) of said Illinois State
Route No. 65; thence westerly 265.19 feet to the most westerly southwest corner of said part B; thence northerly along the westerly line of said Document R69-51831, drawn at right angles to the center line of said Illinois State Route No. 65, 110.0 feet; thence easterly 276.63 feet to a point that is 85.0 feet northerly of the center line (measured at right angles thereto) of said Illinois State Route No. 65; thence easterly parallel with the center line of said Illinois State Route No. 65 to the easterly line of Lot 3 of McMahon's Subdivision; thence southerly along said easterly line 35.0 feet to the southeast corner of said Lot 3; thence westerly along the southerly line of said Lot 3, 168.78 feet to the southwest corner of said Lot 3; thence southerly along the west line of said Lot 3 extended to the point of beginning, in Naperville Township, DuPage County, Illinois.
PHASE I WATER FACILITIES.

The Stage 1 of Phase I Water Facilities will consist of a water main, approximately twenty inches (20") in diameter connecting to the existing City of Aurora water system at two (2) points in the vicinity of Hill Avenue and Fifth Avenue. The twenty inch water main will extend Easterly along Fifth Avenue to Vaughn Road; thence Easterly along the East-West Centerline of Section 30, Naperville Township, DuPage County to its intersection with the Waubansee Creek; thence Northeasterly adjacent to the Waubansee Creek alignment to the West side of the Commonwealth Edison right-of-way to a connection with a water main approximately sixteen inches (16") in diameter; the sixteen inch water main will extend Northerly adjacent to and parallel with said right-of-way line to the North line of Section 29, Naperville Township, DuPage County; thence Easterly adjacent to and parallel with said North line and said North line extended East to its intersection with the East line of the West one/half of the West one/half of Section 21 in the Township and County aforesaid; thence Southerly and generally parallel-ing said East line to its intersection with the Northerly right-of-way line of Oswego Road (Illinois Route Number 34). Additionally, at the intersection of the Waubansee Creek and
the Westerly right-of-way line of the Commonwealth Edison right-of-way, a two-million gallon ground storage facility and high pressure pumping station will be constructed. A deep well with a capacity of one-thousand (1,000) gallons per minute will be drilled at the location of the ground storage pumping facility, discharging to said facility with the necessary pumping and chlorination equipment located adjacent to the well. Water mains designed to supply water to the Region I Fire Loop will run from this pumping station Northerly adjacent to and parallel with said right-of-way line to the North line of Section 29, Naperville Township, DuPage County; thence Easterly adjacent to and parallel with said North line and said North line extended to its intersection with the East line of the West one-half of the West one-half of Section 21 in the Township and County aforesaid. The water main will be approximately twenty inches (20" ) in diameter from the pumping station to the intersection of the proposed main with the approximate Easterly right-of-way line of the E. J. and E. Railroad, from which point the Easterly extension of said water main will be approximately twelve inches (12" ) in diameter.

The Stage 2 of Phase I water facilities will consist of a water main, approximately twenty inches (20" ) in diameter connecting to the proposed twenty inch (20" ) water main near the intersection of the Waubansee Creek and the Westerly right-of-way of the Commonwealth Edison right-of-way; thence Southerly and following the Westerly right-of-way line of the Commonwealth Edison right-of-way to the right-of-way of 83rd Street.
The Stage 3 of the Phase I water facilities will consist of an elevated storage tank with a minimum capacity of seven hundred and fifty thousand (750,000) gallons located in the vicinity of the Elgin, Joliet and Eastern Railroad Company right-of-way and 83rd Street.

The Stage 4 of Phase I water facilities will consist of a water main, approximately sixteen inches (16") in diameter connecting to the water main approximately twenty inches (20") in diameter located in the vicinity of the intersection of 83rd Street and the Commonwealth Edison right-of-way; thence Easterly in the 83rd Street right-of-way to a point approximately thirty-six-hundred feet (3,600') East of the E. J. and E. Railroad.
EXHIBIT "C", PART II

PHASE II WATER FACILITIES.

Phase II Water Facilities will consist of extensions of both the high pressure system provided in Phase I and the connections to the existing City of Aurora system. The extensions to the existing system described in Phase I, will consist of a sixteen inch (16") water main constructed in 83rd Street and connected on the West to a Phase I water main approximately thirty-six-hundred feet (3,600') East of the E. J. and E. Railroad. Said water main will continue East in the Northerly half of the right-of-way of 83rd Street to the North-South Centerline of Sections 33 and 28; thence North along said Centerline across the 75th Street right-of-way and extending Northerly to a connection with a Phase I water main located at the approximate intersection of Oswego Road (Illinois Route Number 34) with the East line of the West one/half of the West one/half of Section 21, Naperville Township, DuPage County. Additionally, a water transmission main approximately sixteen inches (16") in diameter commencing with the connection to a Phase I water transmission main at the approximate intersection of 83rd Street with E. J. and E. Railroad right-of-way will be extended Westerly in the Southerly half of the 83rd Street right-of-way to Kautz Road; thence Northerly in the Easterly half of the Kautz Road right-of-way to its intersection with Fifth Avenue and a connection to

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Phase I water transmission main approximately twenty inches (20") in diameter.

A high pressure water transmission main approximately twenty inches (20") in diameter shall be constructed along the Easterly right-of-way line of the E. J. and E. Railroad commencing with a connection to a Phase I water transmission main located in the approximate vicinity of the intersection of the North line of Section 29, Naperville Township, DuPage County and the Easterly right-of-way line of the E. J. and E. Railroad; thence Northerly to the South right-of-way line of Aurora Avenue; (Illinois Route Number 65) thence a water transmission main approximately sixteen inches (16") in diameter will be constructed Easterly in the Southerly half of the Aurora Avenue right-of-way to the intersection of Aurora Avenue with the East line of the West one/half of the West one/half of Section 21 in Naperville Township, DuPage County; additionally, a water transmission main approximately twenty inches (20") in diameter will be extended Westerly in the Southerly half of the Aurora Avenue right-of-way to its intersection with the Eola Road right-of-way; thence Northerly in the Easterly half of the Eola Road right-of-way to the intersection of Eola Road with North Aurora Road; thence Westerly in the Northerly half of the right-of-way of North Aurora Road extended to the intersection with Felton Road; thence Northerly on Felton Road to its intersection with Reckinger Road; thence Westerly in Reckinger Road to a connection with an existing City of Aurora water transmission main approximately twelve inches (12") in diameter.
PHASE III WATER FACILITIES.

Phase III Water Facilities shall consist of a water main approximately twenty inches (20") in diameter constructed from the intersection of Eola Road and North Aurora Road and connecting to water main facilities constructed as part of Phase II improvements, Northerly in the Eola Road right-of-way to its intersection with Molitor Road; thence Westerly in the Molitor Road right-of-way to a connection with an existing City of Aurora water transmission main approximately twelve inches (12") in diameter.
**WATER CONNECTION FEE SCHEDULE**

The following connection charges shall be made for new metered connections to service lines and shall be determined on the basis of the size of water meter used, as approved by the Department of Public Property.

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Connection Charge</th>
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<tr>
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<td>$400.00</td>
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<tr>
<td>2&quot; (Compd)</td>
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<tr>
<td>3&quot; (Disc)</td>
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<td>3&quot; (Compd)</td>
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<td>4&quot;</td>
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<tr>
<td>6&quot; or larger</td>
<td>$4,000.00</td>
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</table>
that part of the North Half of Section 29, Township 38 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the center line of U.S. Route No. 34 with a line drawn parallel with and 150.0 feet westerly of the west line of the right of way of the Elgin, Joliet and Eastern Railroad (measured at right angles to said west line); thence northerly along said parallel line 2006.34 feet; thence westerly along a line forming an angle of 87°49' with the last described course (measured clockwise therefrom) 180.88 feet to the westerly line of an easement described in Document R70-2946 for a point of beginning; thence continuing westerly along the prolongation of the last described course 250.49 feet; thence northerly at right angles to the last described course 295.0 feet; thence easterly at right angles to the last described course 325.0 feet to the west line of said easement; thence southerly along the west line of said easement forming an angle of 87°50'25" with the last described course (measured counter-clockwise therefrom) 81.62 feet to an angle in said easement; thence south-westerly along the westerly line of said easement 225.07 feet to the point of beginning, in Naperville Township, DuPage County, Illinois and containing 2.008 acres.
### Frem Valley Route

**Region 1 Road and Highway Program**

**Priority Routes**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Route</th>
<th>Type of Improvement</th>
<th>Limits</th>
<th>Approximate Length (feet)</th>
<th>Right of Way Width (feet)</th>
<th>Pavement Width (feet)</th>
<th>Construction Completion Period</th>
<th>Construction Completion From</th>
<th>Public/Private Shares in Percent</th>
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</thead>
<tbody>
<tr>
<td>I-A</td>
<td>Route 59</td>
<td>Transition to 6 lane divided</td>
<td>1,200 feet north of Route 65</td>
<td>2,500</td>
<td>2</td>
<td>44-72</td>
<td>5/73</td>
<td>10/74</td>
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<tr>
<td>I-B</td>
<td>Route 59</td>
<td>Reconstruct to 6 lane divided</td>
<td>Route 65</td>
<td>Route 65</td>
<td>2,500</td>
<td>150</td>
<td>44-72</td>
<td>5/73</td>
<td>10/74</td>
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<tr>
<td>I-C</td>
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<td>Reconstruct to 6 lane divided</td>
<td>325 feet south of South Road</td>
<td>Route 34</td>
<td>600</td>
<td>150</td>
<td>44-72</td>
<td>5/73</td>
<td>10/74</td>
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<tr>
<td>II-A</td>
<td>Route 65</td>
<td>Reconstruct to provide transition from 4 lane divided to 6 lane</td>
<td>900 feet east of Route 59</td>
<td>Route 59</td>
<td>900</td>
<td>100-130</td>
<td>7/72</td>
<td>10/74</td>
<td>8/100</td>
</tr>
<tr>
<td>II-B</td>
<td>Route 65</td>
<td>Reconstruct to 6 lane divided</td>
<td>Route 59</td>
<td>1,000 feet west of New West Road</td>
<td>2,900</td>
<td>100-130</td>
<td>7/72</td>
<td>10/74</td>
<td>4/60</td>
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<tr>
<td>II-C</td>
<td>Route 65</td>
<td>Reconstruct to 4 lane divided</td>
<td>1,000 feet west of New West Road</td>
<td>eastern edge of E.R. R.O.W.</td>
<td>2,900</td>
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<td>72</td>
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<td>10/73</td>
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<tr>
<td>III-A</td>
<td>Route 59</td>
<td>4 lane divided-construct</td>
<td>Route 34</td>
<td>Route 34</td>
<td>1,700</td>
<td>100-120</td>
<td>48</td>
<td>2/74</td>
<td>10/73</td>
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<tr>
<td>III-B</td>
<td>Route 59</td>
<td>4 lane divided-construct</td>
<td>Route 59</td>
<td>Route 59</td>
<td>3,700</td>
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<td>48</td>
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<td>10/73</td>
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<td>III-C</td>
<td>Route 59</td>
<td>4 lane divided-construct</td>
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<td>Route 59</td>
<td>3,700</td>
<td>100-120</td>
<td>48</td>
<td>2/74</td>
<td>10/73</td>
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<td>Route 59</td>
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<td>100-120</td>
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<td>4 lane divided-construct</td>
<td>Route 34</td>
<td>Route 34</td>
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<td>100-120</td>
<td>48</td>
<td>2/74</td>
<td>10/73</td>
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<td>4 lane divided-construct</td>
<td>Route 63</td>
<td>Route 63</td>
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<td>100-120</td>
<td>48</td>
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<td>10/73</td>
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<td>V-A</td>
<td>Route 34</td>
<td>Transition to 4 lane divided</td>
<td>Route 34</td>
<td>west prop. in school prop.</td>
<td>200</td>
<td>100-120</td>
<td>48</td>
<td>2/74</td>
<td>10/73</td>
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<tr>
<td>V-B</td>
<td>Route 34</td>
<td>Reconstruct to 4 lane divided</td>
<td>west prop. in school prop.</td>
<td>West Road</td>
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<td>100-120</td>
<td>48</td>
<td>2/74</td>
<td>10/73</td>
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<tr>
<td>V-C</td>
<td>Route 34</td>
<td>Reconstruct to 4 lane divided</td>
<td>West Road</td>
<td>west R.O.W.</td>
<td>2,500</td>
<td>100-120</td>
<td>48</td>
<td>2/74</td>
<td>10/73</td>
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</tbody>
</table>

*Limits are from center line to center line, or from center line to end of improvement.*
**Region II Road and Highway Program**

### Priority Roads

<table>
<thead>
<tr>
<th>Phase</th>
<th>Route</th>
<th>Type of Improvement</th>
<th>From</th>
<th>To</th>
<th>Approximate Length (feet)</th>
<th>Right of Way Width (feet)</th>
<th>Pavement Widths (Carp. Feet)</th>
<th>Construction Completion Period</th>
<th>Public/Private Benefit in Percent</th>
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</thead>
<tbody>
<tr>
<td>I**E</td>
<td>Elga Road 2-lanes; ultimate 4 lane undivided</td>
<td>New construction-</td>
<td>Route 65</td>
<td>83rd Street</td>
<td>10,000</td>
<td>80</td>
<td>24</td>
<td>8/73</td>
<td>10/74*</td>
</tr>
<tr>
<td>II</td>
<td>Elga Road 4-lane undivided</td>
<td>Reconstruction to North R.O.W. line of Burlington Northern Railroad</td>
<td>2,000</td>
<td>80</td>
<td>48</td>
<td>8/73</td>
<td>10/74*</td>
<td>40/60</td>
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<tr>
<td>III**E</td>
<td>Vaughn Road 2-lanes; ultimate 4 lane undivided</td>
<td>New construction-</td>
<td>Route 65</td>
<td>83rd Street</td>
<td>10,000</td>
<td>80</td>
<td>24</td>
<td>8/73</td>
<td>10/74*</td>
</tr>
<tr>
<td>IV**E</td>
<td>Vaughn Road 4-lane undivided</td>
<td>New construction-</td>
<td>Route 65</td>
<td>83rd Street</td>
<td>2,000</td>
<td>80</td>
<td>24</td>
<td>8/73</td>
<td>10/74*</td>
</tr>
<tr>
<td>V**E</td>
<td>Vaughn Road 4-lane undivided</td>
<td>Reconstruction-</td>
<td>Clain Street</td>
<td>87th Street</td>
<td>3,000</td>
<td>80</td>
<td>24</td>
<td>8/73</td>
<td>10/74*</td>
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<td>VI**E</td>
<td>Vaughn Road 4-lane undivided</td>
<td>Reconstruction-</td>
<td>north R.O.W.</td>
<td>87th Street</td>
<td>1,000</td>
<td>80</td>
<td>24</td>
<td>8/73</td>
<td>10/74*</td>
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<td>VII**E</td>
<td>Vaughn Road 4-lane undivided</td>
<td>New construction-</td>
<td>Sheffer Road</td>
<td>87th Street</td>
<td>1,500</td>
<td>80</td>
<td>24</td>
<td>8/73</td>
<td>10/74*</td>
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<td>VIII**E</td>
<td>Vaughn Road 4-lane undivided</td>
<td>Reconstruction-</td>
<td>north R.O.W.</td>
<td>87th Street</td>
<td>1,000</td>
<td>80</td>
<td>24</td>
<td>8/73</td>
<td>10/74*</td>
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<td>IX**E</td>
<td>Vaughn Road 4-lane undivided</td>
<td>Reconstruction-</td>
<td>Fifth Street</td>
<td>87th Street</td>
<td>3,000</td>
<td>80</td>
<td>24</td>
<td>8/73</td>
<td>10/74*</td>
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<tr>
<td>X**E</td>
<td>Vaughn Road 4-lane undivided</td>
<td>Reconstruction</td>
<td>South of Baldwin St.</td>
<td>Route 65</td>
<td>2,000</td>
<td>80</td>
<td>24</td>
<td>8/73</td>
<td>10/74*</td>
</tr>
</tbody>
</table>

**The 10/74 completion date for these phases shall not necessarily include landscaping, signs, sidewalks, final paving, which work cannot efficiently and properly be constructed during cold weather conditions. However, when such weather conditions shall exist the said work shall be completed promptly.**

**Each of these phases of the Priority Roads is initially a 2-lane highway; with the additional 2-lanes described as a Twenty (20) Year Road, in Part III of this Exhibit D, for an ultimate 4-lane undivided highway.**
<table>
<thead>
<tr>
<th>Phase</th>
<th>Route</th>
<th>Type of Improvement</th>
<th>Limits</th>
<th>Approximate Length (feet)</th>
<th>Right of Way Width (feet)</th>
<th>Paved Widths</th>
<th>Construction Completion Period</th>
<th>Public/Private Benefit in Percent</th>
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<tbody>
<tr>
<td></td>
<td></td>
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<td>From</td>
<td>To</td>
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<td>Front to Front</td>
<td>From</td>
<td>To</td>
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<td>Curbs (feet)</td>
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</tr>
<tr>
<td>I</td>
<td>Elgin Road</td>
<td>New construction-additional 2 lanes for 4-lane undivided</td>
<td>Route 65 (Aurora Avenue) 83rd Street</td>
<td>10,000</td>
<td>80</td>
<td>additional</td>
<td>2/78</td>
<td>10/79</td>
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<tr>
<td>II</td>
<td>Elgin Road</td>
<td>New construction- 4-lane undivided</td>
<td>83rd Street 87th Street</td>
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<td>10/81</td>
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<td>III</td>
<td>Elgin Road</td>
<td>Reconstruction 4-lane undivided</td>
<td>Route 65 (Aurora Avenue) south R.O.W. line of Burlington Northern tracks</td>
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<td>additional</td>
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<td>10/82</td>
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<td>IV</td>
<td>Vaughn Road</td>
<td>New construction-additional 2 lanes for 4-lane undivided</td>
<td>Route 65 (Aurora Avenue) 83rd Street</td>
<td>10,000</td>
<td>80</td>
<td>additional</td>
<td>2/84</td>
<td>10/85</td>
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<td>Vaughn Road</td>
<td>New construction 4-lane undivided</td>
<td>83rd Street 87th Street</td>
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<td>80</td>
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<td>2/85</td>
<td>10/86</td>
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<td>VI</td>
<td>Vaughn Road</td>
<td>New construction-additional 2 lanes for 4-lane undivided</td>
<td>Route 65 (Aurora Avenue) Claim Street (Liberty Street)</td>
<td>2,400</td>
<td>80</td>
<td>additional</td>
<td>2/88</td>
<td>10/89</td>
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<td>Vaughn Road</td>
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<td>Claim Street (Liberty Street) south R.O.W. line of Burlington Northern tracks</td>
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<td>80</td>
<td>additional</td>
<td>2/88</td>
<td>10/89</td>
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<tr>
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<td>Vaughn Road</td>
<td>New construction-additional 2 lanes for 4-lane undivided</td>
<td>north R.O.W. Sheffer Road</td>
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<td>10/87</td>
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<td>Vaughn Road</td>
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<td>Sheffer Road 1,600 feet south of Mollitor Road</td>
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<td>10/88</td>
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<td>10/90</td>
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<td>Kauz Road</td>
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<td>10/91</td>
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<td>83rd Street</td>
<td>New construction-additional 2 lanes for 4-lane undivided</td>
<td>Route 34 8,000 feet east of east R.O.W. line of R.O. &amp; R. Railroad</td>
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<td>6/93</td>
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## Fox Valley East
Region II Road and Highway Program

### Twenty (20) Year Roads

<table>
<thead>
<tr>
<th>Phase</th>
<th>Route</th>
<th>Type of Improvement</th>
<th>From</th>
<th>Limits</th>
<th>To</th>
<th>Approximate Length (feet)</th>
<th>Right of Way Width (feet)</th>
<th>Pavement Widths Front to Front Curb (feet)</th>
<th>Construction Completion Period</th>
<th>Public/Private Benefit in Percent</th>
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<tbody>
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<td>Claiborne</td>
<td>New construction-</td>
<td>Dolma Road</td>
<td>Vaughn</td>
<td>Road</td>
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<td>10/84</td>
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<td>67th</td>
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<td>Route 34</td>
<td>Kautz</td>
<td>Road</td>
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<td>10/80</td>
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<td>4 lane undivided</td>
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<td>XVII</td>
<td>67th</td>
<td>New construction-</td>
<td>Route 34</td>
<td></td>
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<td>additional 24</td>
<td>2/90</td>
<td>10/91</td>
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<td>Street</td>
<td>additional 2 lanes</td>
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<td>east of east</td>
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<td>for 4-lane undivided</td>
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<td>R.O.W. line of E.J. &amp; E.</td>
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<td></td>
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<tr>
<td>XVIII</td>
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<td>New construction-</td>
<td>West R.O.W.</td>
<td>Kautz</td>
<td>Road</td>
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<td>additional 24</td>
<td>2/78</td>
<td>10/79</td>
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<td>additional 2 lanes</td>
<td>Line of E.J. &amp; E.</td>
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</tbody>
</table>

Exhibit D - Part III
Page 2
Revised to July 5, 1973

July 5, 1973
VI
Land Use Plan
For The Proposed District

Manufacturing
Restricted Manufacturing
Business
Residential
Open Space and Schools
Complementary Roads and Highways

FOX VALLEY EAST