

WHITE EAGLE CLUB
PRINCIPAL ANNEXATION AGREEMENT

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ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of December, 1986, by and between the City of Aurora, Illinois, a municipal corporation (hereinafter called the "City"), and The Macom Corporation, a Delaware corporation, (hereinafter called "Developer" or "Owner").

W I T N E S S E T H:

WHEREAS, the Owner is the owner of record of the real estate which is the subject matter of this Agreement (hereinafter called "District" and also known as "White Eagle Club" or "Golf Estates") and which is legally described in the applications heretofore filed with the City Clerk of the City of Aurora, Illinois, and also shown in Exhibit B, attached hereto and made a part hereof (also attached hereto and marked as Exhibit A is the "Plan Description"); and

WHEREAS, the Developer owns or may acquire certain other property contiguous to the District which is described in the First Addendum to this Annexation Agreement and called the "Will Co. Parcel" which, along with the property contained in the District, are collectively herein called the "Development"; 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, The Macom Corporation as owner has the authority to act with respect to the planning and development of the District; 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, the Corporate Authorities held a public hearing upon this Agreement; and

WHEREAS, the parties hereto desire that the District 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 First Addendum to this Annexation Agreement; and

WHEREAS, all public hearings and other action required to be held or taken prior to the adoption and execution of this

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 Owner has signed a petition for annexation of the District to the City, (hereinafter called "Annexation Petition") and said Petition has been signed by more than fifty-one percent (51%) of the electors residing in the District and provided that all conditions which are set forth in this Agreement as conditions which must be satisfied prior to the adoption of an ordinance annexing the District 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 and every other district, all as provided for and as required by Chapter 24, Article 7-1-1, Illinois Revised Statutes (1985); and

WHEREAS, the Record Owner does hereby agree to authorize and direct that an Annexation Petition be filed with the City Clerk upon the execution of this Agreement; and

WHEREAS, the development of the District, 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 District 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 District in the manner set forth in this Agreement will promote the sound planning and development of the City; and

WHEREAS, if the annexation of the District is accomplished, the City will extend its zoning, building, health and other municipal regulations and ordinances over the District, 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 District, and have determined that the best interests of the City will be met if the District is annexed to the City and developed in accordance with the provisions of this Agreement; and

WHEREAS, in reliance upon the existing ordinances, codes and regulations of the City and the continued effectiveness of said ordinances, codes and regulations for the period hereinafter set forth as modified herein and as may be amended pursuant to the terms hereof, the execution of this Agreement by the City and the performance by the City of the undertakings hereinafter set forth to be performed by it, there has been submitted the said

Annexation Petition, as aforesaid, and City, Owner and Developer are willing to undertake certain obligations as hereinafter set forth, and have materially changed their positions in reliance upon the undertakings provided herein; and

WHEREAS, it is the desire of the City, Owner and Developer that the development of the District proceed as conveniently as may be, and be subject to the ordinances, codes and regulations of the City, now in force and effect, and further subject to the terms and conditions hereinafter contained;

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, do all things necessary or appropriate to cause the District 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 District to the City, it being agreed that no action shall be taken by the City to annex any part of the District to the City unless all of the District is annexed to the City at the same time and by the same ordinance or by separate ordinances concurrently adopted. It is further agreed that the Owner and Developer shall petition for annexation to the Aurora Sanitary District within thirty (30) days after the execution of this Annexation Agreement, and, within ten (10) days of annexation to the Aurora Sanitary District, the Owner and Developer shall

petition the City for annexation and the City shall adopt the necessary ordinances annexing and rezoning the District into the City of Aurora. Developer shall have the right to terminate this Agreement if the Aurora Sanitary District refuses to annex the District for sanitary sewer services.

2. The City agrees to do all things necessary or appropriate to carry out the terms of this Agreement and its First Addendum 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. The City understands that the District shall be subject to the jurisdiction of the Naperville Park District. The City agrees to forward all land and/or cash donations required, pursuant to Chapter 43, Section 43-47 of the Aurora Subdivision Control Ordinance as amended herein, to the Naperville Park District or, in the alternative, to permit the Developer to forward the required donations directly to said Park District.

II. ZONING

Immediately after the passage of the ordinance annexing the District 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. WATER UTILITIES

1. Water Supply. The City shall be obligated to supply adequate water service for fire protection and for commercial and domestic consumption in the District.

City warrants all necessary easements for the extension of water and sewer lines to the District are presently available or will be timely acquired by the City through their right of eminent domain.

2. Water Wells. The City agrees to permit the Developer to construct water wells for the purpose of providing a water supply for (a) any model building, (b) golf course, (c) filling of swimming pools only, (d) irrigating landscaped areas, and (e) the creation of and use for ponds or lakes, provided there shall be no interconnection or intermix of such water with the City water system. The Developer covenants and agrees that within thirty (30) days after completion of the adequate facilities referred to herein, the Developer shall cause all occupancies to be connected to the then available water supply and disconnected from private

wells. When any model building is used for private residential occupancy, the individual well water supply provided for in this paragraph shall be disconnected and such building shall be connected to the City water system prior to the issuance of a final occupancy permit.

3. Cost Participation. The City shall not require the Developer to participate in the cost of or to reimburse any developer or the City for any water facilities previously constructed by the City or by any other developer. The City shall not require the Developer to guarantee or participate in the cost of the repayment of any water revenue bonds, junior lien bonds or any other general obligation or water revenue bonds; provided, however, that the Developer agrees to pay all usual and customary connection fees, rates and charges applicable to any citizens similarly situated and shall pay any real estate taxes or charges applicable to property located in the District.

It is hereby agreed that the Developer will extend a 16-inch diameter off-site water main (or, in the alternative, a design acceptable to the City Engineer) along 83rd Street from the water storage tank to the northwest corner of the District at Developer's cost to the extent and with the right to recapture said total costs by and through the connection fees for the District.

All connection fees collected by the City from connections of buildings within the District, and Development if applicable, shall be remitted to the Developer within twenty-five (25) days after the end of each calendar quarter until the entire

amount advanced by the Developer is recaptured or until this Agreement expires, whichever is earlier.

Developer further agrees to extend said off-site water main from the northwest corner of the District through the interior of the District to the southwest corner of 83rd Street and Route 59. The Developer shall be responsible for the additional oversizing costs incurred due to additional length which are attributable to the installation of the water main through the District instead of along 83rd Street. If the purpose of oversizing is designed solely to provide for adequate water supply to properties north of the District, then the cost of oversizing shall be the City's responsibility. Developer shall be responsible for the cost of all on-site eight-inch and smaller water lines in the District. If larger water lines are needed to serve the Development, then Developer shall be responsible for the cost of all on-site twelve-inch and smaller water lines as needed to serve the Development. It is further understood and agreed that any costs allocable to engineering, installation and oversizing of on-site lines greater than those described above shall be at the City's cost and responsibility. A schematic drawing of the proposed water main looping system is attached hereto and marked as **Exhibit C-8**.

4. **Water Storage Tank.** The Developer and City agree that no on-site water storage tank is contemplated within the District. If, however, after reasonable efforts an off-site location approved by Developer is not obtainable, then the City and Developer agree that a tank can be located within the

District on a site approved by the Developer. Said tank shall be sized for the requirements of the District or Development only, whichever is necessary. It is agreed between the parties that a water storage tank with a 500,000 gallon storage capacity is necessary to service the District and 1,000,000 gallon storage tank capacity is necessary to service the entire Development, including the District. It is further understood that the City and another developer will be building and paying for a 1,000,000 gallon capacity water storage tank and the storage capacity allocable to the District and/or the Development shall be considered additional capacity. Developer agrees to pay for the allocable costs of the additional capacity of said water storage tank and shall pay for same proportionately as it is built, but in any event, Developer shall pay for the allocable amount in its entirety within sixty (60) days of notice from the City that the storage tank is completed and operational. It is further agreed and understood that prior to March 31, 1987, Developer shall give the City notice as to whether or not said oversizing shall be 500,000 gallons or 1,000,000 gallons, and therefore Developer's share shall be either one-third (1/3) the cost or one-half (1/2) the cost as advised. Notwithstanding any language to the contrary, Developer may, with concurrence of the City, construct the water storage tank facility with the City agreeing to pay for all costs other than those specifically attributable to the Developer as set forth herein. It is further understood that for purposes of cost sharing, the 16-inch line from Middlebury to the tank site shall be considered part of the water storage tank

facility.

It is agreed that all costs of Developer allocable to the increased capacity will be paid or advanced by Developer as prepayment of connection fees and shall be collectable in accordance with Section III, paragraph 3, of this Agreement, with the further understanding that if it is determined by the parties that said connection fees are not sufficient to reimburse the full amount allocable to Developer, Developer may request and the City shall institute a surcharge for said connection fees. Final design of said tank shall be subject to approval by the Developer, which approval may not be unreasonably withheld, and further, no signage or writing shall appear thereon.

5. Sewer Service. It is the intention of the Developer and the City that the District be serviced with sanitary sewer service by the Aurora Sanitary District. If the Aurora Sanitary District does provide service, then the City agrees to maintain all sanitary sewer mains under fifteen (15) inches in size within the District and also maintain one sanitary sewage lift station located within the District.

IV. ROADS AND HIGHWAYS

It is agreed by the Developer that all costs for development of the interior roadways, including the project residential street within the District, shall be at its sole cost, with the further understanding and agreement between the parties hereto that Developer shall contribute to the initial improvement of the following streets as indicated in the following schedule:

1. 83rd Street

- A. One hundred percent (100%) of the cost for the installation of a left turn lane serving the District at the westernmost access point if determined to be required by Developer's traffic consultant's report.
- B. One hundred percent (100%) of a 12-foot lane with curb and gutter and any required tapering from the easternmost access road on 83rd Street to Route 59.
- C. Developer's share of the special assessment on 83rd Street advanced by Aurora Venture Corporation in the amount of \$122,312.98.
- D. No other contribution shall be required with the exception that if traffic volumes on 83rd Street reach 15,000 trips per day, Developer agrees to meet with the City to discuss participation in any additional improvements to 83rd Street; however, Developer shall have no obligation whatsoever to contribute to any additional improvements and any participation by Developer shall be at its sole option.

2. Route 59 - One hundred percent (100%) of the City's share of deceleration or acceleration lanes or left-turn lanes adjacent and contiguous to the Rt. 59 main entrance to the District. No other contribution shall be required.

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

1. **Septic Tanks for Models.** The City agrees to permit Developer to install approved septic tanks or holding tank system for sanitary use in any model buildings and recreational facilities constructed. These tanks shall be abandoned and permanently filled in accordance with DuPage County Health Department Procedures when sanitary sewer lines are extended to service said model buildings and recreational facilities. No application for residential occupancy permit(s) shall be made for model units until same are connected to the sanitary sewer system. When the sewer main is within two hundred (200) feet of the property line of the model buildings and/or recreational facilities, they shall be connected immediately at Developer's expense to the sanitary sewer system. Said recreational facility shall not be used for recreational purposes until connected to a public sewer system.

2. **Model Construction.** The City agrees to permit Developer to construct and maintain not more than two areas for detached single-family models and two areas for multiplex models in those areas of the District with a Preliminary Plan and Preliminary Engineering approval but prior to Final Plat and Final Engineering approval, provided that no such construction shall prejudice the power and right of the City to review, approve and disapprove final subdivision plats and engineering plans for any plat containing such model area. Such construction shall be in compliance with the provisions of the City's ordinances

pertaining thereto and any amendments provided herein.

Notwithstanding the above, it is understood that a major portion of single-family areas 6 or 12 as shown on the General Development Plan may be developed for and in conjunction with the Northern Illinois Home Builders Association Cavalcade of Homes show for 1987. Said areas are to be considered additional model home areas and not limited to the above paragraph, with the further understanding that same may be developed in accordance with the above paragraph standards and the City shall issue building permits for construction of said model homes within ten (10) days of proper submittal of applications for same by Developer.

3. Street Furniture. That within three (3) months after the District is annexed to the City pursuant to the terms of this Annexation Agreement, the Developer will consult with the Planning Division of the City in order that appropriate street furniture as to style and location can be agreed upon prior to emplacement thereof. It is agreed between the parties hereto that no advertising benches be permitted within the District and that no newspaper self-service vending containers be permitted within any residential area. City may require reasonable conditions to be placed upon their approval of street furniture located within public rights-of-way.

After agreement upon the street furniture between the Developer and the City Planning Division, an exhibit showing the street furniture agreed upon shall be attached to this

Agreement. In the event that the Developer and the City Planning Division are unable to agree upon such street furniture, then in such event, all street furniture being considered by the Developer and the City Planning Division shall be submitted to the Plan Commission of the City for its determination as to the proper street furniture to be used. Upon such determination by the said Plan Commission, an exhibit showing the street furniture as determined by the Plan Commission shall be attached to this Agreement.

In the event the Developer desires to change from any of the street furniture shown on such exhibit, then in such event, the Developer shall be allowed to do so upon the approval of such substitute furniture by the City Planning Division or the Plan Commission of the City, as provided for above.

4. Cable Television Service. It is understood that the City has a franchise agreement with Centel Cable Television Company and that the cable company is bound to service any annexed area. Therefore, it is hereby agreed that City will make every effort to encourage said cable company to install their coaxial cable underground and in a timely and proper manner to coincide with Developer's needs upon development of the District and individual areas therein.

5. Preliminary Plat and/or Plan. Developer reserves the right to submit concurrently a preliminary and final plat and/or plan. If a final plat or plan is submitted and in substantial conformance with the General Development Plan and the Annexation

Agreement and Plan Description, City shall approve and direct same to be recorded within ninety (90) days of said submittal.

Notwithstanding any language, ordinances or agreements to the contrary, no preliminary or final plats or plans shall be required prior to the building, development, operation and maintenance of that portion of the General Development Plan shown and described as a golf course or lakes. However, within six (6) months after the completion of the golf course and lakes, all preliminary and final plats and plans for same shall be submitted to the City for review and approval.

6. Existing Structures. It is hereby agreed that any existing buildings or structures presently within the District which may be utilized at their present location shall be exempt from the application of any codes which would restrict their use or cause modification to said structures during the period of construction if used for construction purposes only.

7. Mass Grading. It is hereby agreed that Developer may, upon submission of preliminary engineering for the mass grading of the District, begin said mass grading at its own risk and subject to final review and approval by the City Engineer. City recognizes and agrees that the Developer is currently doing mass grading within the District pursuant to a grading permit issued by DuPage County. City further agrees to allow the Developer to complete said mass grading under the terms of said permit. Developer agrees to forward a copy of said permit to the City upon annexation.

8. Alcoholic Beverage Licenses.

After annexation of the District to the City, the City, without further public hearing, shall adopt such amendments and modifications to the City ordinances and resolutions regulating alcoholic beverages as may be necessary to grant up to five (5) alcoholic beverage licenses to qualified applicants for use within the District.

9. Fences. Notwithstanding any provision in the Code of Ordinances of the City to the contrary, the Developer of the District shall have the right without limitation to construct, erect and maintain a fence of a height not to exceed eight (8) feet around the perimeter of the District, the golf course, recreational areas, commercial areas and public facility locations, subject to Planning Division review and comment. In no event shall any of said fences be placed in such a manner as to be a traffic hazard or obstruct the line of sight of motorists.

10. Payment of Fees. Developer and Owner agree to pay any and all applicable fees, licenses, charges, taxes and permits which are usual and customary expenses so long as they are applied uniformly throughout the City pursuant to the City's ordinances.

VI. 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 VI, 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, one lift station 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 other governmental authority other than the City, all roads and highways which constitute a part of the public road and highway system for the District, including all associated properties, rights-of-way, road and highway lighting, traffic lights and controls, curbs, gutters, sidewalks and similar facilities and their appurtenances.

(d) All water drainage facilities, excluding detention/retention facilities and building service lines. The Subdivision Control Ordinance of the City is applicable, as amended by the Plan Description, to the provisions contained in this Section VI. Nothing contained herein shall obligate the

City to accept dedication of any public improvements not specified in this Agreement.

2. 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 VI that plans and specifications for such public improvements shall comply with all applicable City, County, Aurora Sanitary District, 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.

3. Maintenance of Dedicated Public Improvements. From and after the dedication of any public improvements to the City pursuant to the Aurora Subdivision Control Ordinance as modified herein and by the Plan Description, 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 responsibility of the City.

4. Easement Grants to the City. It shall be a condition to the City's obligation to accept dedication of any public improvement pursuant hereto 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 at the Developer's expense, or to provide alternative methods for the City to carry out its responsibilities with respect to the maintenance and repair of such improvement.

Notwithstanding the above, all lake areas shall be maintained by the Developer, its successors or grantees, or a homeowners association. All landscaped areas within public rights-of-way shall be maintained by a homeowners association.

5. Municipal Service Easements. The Developer of the District agrees to grant easements to the City for the right of access into, over and from all private streets, parking areas, aisles and walks located in the District for the purpose of performing police and fire protection and other normal and customary municipal services. However, said easements of access shall not obligate the City to do snowplowing on or to maintain any private streets.

6. Easements. The City shall, upon the request of the Developer of any development phase of the District, grant to the Developer, to the Sanitary District, to any municipal corporation or public body which may provide utility service to any part of the District pursuant hereto or to utility companies designated by the 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 the 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 and appropriate for the development of such development phase as aforesaid at a cost and on conditions acceptable to the Developer, the City will use, to the full extent permitted by law, its statutory condemnation powers to secure such easements. All reasonable costs and expenses incurred by the City in the condemnation of such easements on behalf of the Developer shall be reimbursed to the City by the Developer. The City warrants that public sewer and water may be installed within the 83rd Street right-of-way from Middlebury Drive to the northeast corner of the District.

7. General Easement Requirements. It shall be a condition to the granting of any easement required to be granted pursuant to Sections III, IV, V and VI 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 substantially to the same condition as existed prior to such construction or maintenance, however, if landscaping exists on the easement, grantee shall not be responsible for replacement of any such landscaping except for grass seeding needed to cover the area disturbed, 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.

8. Cooperation by the City and the Developer of the District

A. With respect to applications, permits and agreements from or with public bodies which are necessary or appropriate to enable the Developer 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 Developer 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 Developer of the District shall cooperate fully in seeking such 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 utility service to any part of the District pursuant to Section V hereof or to utility companies designated by such Developer and acceptable to the City, 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.

VII. FIRE PROTECTION AND CITY SERVICES

1. General Intent and Understanding. The Developer has met with the City Fire Department in order to estimate the needs of the District for the services of said department and any burden which might be placed upon said department by reason of the annexation of the District to the City of Aurora.

2. Fire Protection.

The City is obligated to provide adequate fire and ambulance service to the District. The City's obligation to provide adequate fire protection is subject to an adequate water supply being available. If a public water supply is not available within three hundred (300) feet of a proposed structure, the City may, prior to the issuance of a building permit for said structure, require the applicant to execute an agreement substantially in conformance with Exhibit F, attached hereto.

VIII. TERM

1. The parties hereto agree that the term of this Agreement shall be ten (10) years with the right to extend this Agreement in two five-year increments at the mutual agreement of the Developer and City.

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 District, 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 District to the City and the zoning of the District as a planned development district are upon the express reliance by the Owner and Developer that the terms and provisions of this Agreement shall be valid for a period of ten (10) years, with the right to request not more than two five-year extensions, and that neither the City nor the Developer will take any 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.

IX. GENERAL PROVISIONS

1. A. Generally More Restrictive Requirements. If, during the term of this Agreement, the provisions of the existing ordinance and regulations other than those specified in subparagraph B herein, which may relate to the development, subdivision, construction of public improvements, appurtenances and all other development of any kind and character in the District, except building, electrical, plumbing, mechanical and fire codes applicable communitywide, are amended or modified in a manner so as to impose more stringent requirements in the development, subdivision or construction referred to therein, then such increased requirements shall not be effective as applied to the District unless such amendment or modification is reasonable and is enacted upon the affirmative vote of two-thirds

of the City Council. Nothing herein, however, shall be deemed to permit a more restrictive change in the planned development district provisions of the Zoning Ordinance with respect to the District during the term of this Agreement, unless such change is mutually agreed upon.

B. More Restrictive Requirements. Except as provided herein, the Developer shall comply with all existing ordinances and regulations of the City as amended as provided herein. If, during the term of this Agreement, the provisions of the existing Ordinances and Regulations are amended or modified in a manner so as to impose more stringent requirements with respect to the development and public improvement standards specifically referred to in the Plan Description and exhibits thereto, then such increased requirements shall not be effective as applied to the District unless such change is mutually agreed upon.

C. Less Restrictive Requirements. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the District, are amended or modified in manner to impose less restrictive requirements on development of, or construction upon, properties within the City, then the benefit of such less restrictive requirements shall inure to the benefit of the Developer, and anything to the contrary contained herein notwithstanding, the Developer may elect to proceed with respect

to the development of, or construction upon, the District upon the less restrictive amendment or modification applicable generally to all properties within the City.

2. Performance Bonds and Letters of Credit. In lieu of any bonds or cash escrow deposits for public improvements, the Developer at its election may furnish to the City an irrevocable commercial letter of credit in form approved by the Corporation Counsel from a sound and reputable banking or financial institution authorized to do business in the State of Illinois. Such letter of credit shall be in effect for the length of time required for bonds or other guarantees, unless modified herein.

In lieu of said letter of credit, the City Council may permit the Developer to submit such other security as it may deem appropriate. Said security shall be limited to the amounts required for those portions of the District which have received final plat approval by the City. All bonds, guarantees, letters of credit or other security required herein for any purposes shall be reduced as provided by the City Subdivision Control Ordinance or as modified herein.

3. Signs. Temporary ground signs shall be permitted in the District in accordance with the following:

A. Signs may be erected along Rt. 59 and 83rd Street frontages of the District not less than 1,000 feet apart.

(1) Such signs shall not exceed 300 square feet in area each. All such signs shall contain only the names, addresses and telephone numbers of the developers and the

sales or rental agents, the types, prices, location of dwelling units and pictures.

(2) Such signs (a) may be illuminated with non-flashing illumination shielded so that the source of light cannot be seen, (b) shall not project higher than 15 feet above ground grade, (c) shall not be located nearer than 30 feet from a lot line, and (d) shall be removed within 30 days after completion of the unit within which said sign is located.

(3) No off-premise advertising billboards or poster panels shall be permitted.

B. Additional ground signs may be used on lots containing model dwelling units being offered for sale or rental to:

(1) Identify and give the price of each lot -- not to exceed 12 square feet in area.

(2) Provide directional and safety information -- not to exceed 4 square feet in area.

(3) There shall not be more than 4 such signs on any given lot and there shall be no use of banners, spinners or other similar attention-attracting devices, except within the Cavalcade of Homes area during the Cavalcade.

C. All temporary ground signs shall be maintained in good repair by Developer and shall be removed when Developer has terminated its sales activities as provided herein.

Subject to City approval of design, Developer shall be

able to construct and shall maintain permanent monuments at entries to the District and, further, to construct and maintain a permanent monument at the entry to each area or unit as developed within the District.

4. Consent to the Establishment of the Planned Development District, The owners of record of the properties in the District, by executing this Agreement and subject to the terms hereof, 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.

5. Exculpation.

A. Except as expressly provided for in Subsection (B) of this Section 5, 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, which is one of the parties hereto or at any time a developer of the District or a record owner of 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 rights obligations and agreements in this Agreement or in the Plan Description, while purporting to be the rights, obligations and agreements of said Trustee as a party hereto, a developer of the District or a record owner of real property located within the District, are nevertheless made and intended not as rights, obligations and agreements of said Trustee personally, but as rights, obligations and agreements of the beneficiaries under said land trust or their successors in rights of ownership or control of said land trust, which beneficiaries or successors shall be entitled to exercise such rights and shall be bound by such obligations and agreements. This Agreement is executed and delivered by and shall be binding upon any Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee. Any notice, approval, consent or other action to be given or taken by and any assignment, assumption or other document to be executed by a Trustee which is a party hereto or at any time a developer of the District or a record owner of real property located within the District may be given, taken or executed by such Trustee or by the beneficiaries under said land

trust or by their successors in rights of ownership and control of said land trust in the name of and on behalf of such Trustee.

6. 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. The City shall also at that time state in writing the conditions under which work may be resumed.

7. Certificates of Occupancy. The City agrees to issue certificates of occupancy within five (5) working days of request for final inspection or provide a written list of the remaining items to be completed or corrected during said final inspection. Temporary occupancy permits shall be issued when adverse weather conditions do not permit outside painting, the installation of landscaping, sidewalks or driveways or the final grading for individual homes. Such painting, landscaping, sidewalks, grading and driveway construction shall be accomplished or installed as soon as weather permits. A certificate of occupancy shall not be required for storage of personal property in a garage.

8. Individual Occupancy Permits. The City shall grant individual occupancy permits to multi-tenant commercial buildings or in multi-family residential buildings on a store-by-store or unit-by-unit basis, but no such permit shall be issued unless work on portions of such commercial buildings or residential

buildings has advanced to the point that the individuals using the portions of such buildings for which the certificate is to be issued will not be endangered by construction in progress and the building is safe for the area occupied.

9. 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 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.

10. Authority of The Macom Corporation. The Owner of Record of the property in the District, by executing this Agreement, confirms the authority of The Macom Corporation 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.

11. 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.

12. 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.

13. 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.

14. Development Name. Developer reserves the right to

rename the entire District or any portions thereof at the time of subsequent Preliminary Plats or Plans, Final Plats or Plans or marketing lots or structures therein. It is understood that when the Developer of the District uses the name of an adjacent city in its advertising, the name Aurora shall also be used.

15. Religious or Institutional Uses. It is hereby agreed that The Macom Corporation or its successors may designate any parcel or parcels within the residential areas of the District at the time of filing a Final Plan or Plat, an area not less than four (4) but not to exceed ten (10) acres for the purpose and use of a religious institution and/or private institutional uses or structures, including but not limited to churches, synagogues, parsonages, schools, day care centers, nurseries, pre-school facilities and accessory uses thereto. Said parcel or parcels must have frontage on the project residential street or perimeter roads. Further, a final plan shall be submitted for such use or uses to the City for review and approval in the same manner as any other permitted use herein, based upon the site plan criteria outlined in Exhibit C-7 and not otherwise modified herein. For the purposes of satisfying the City's Church Ordinance No. 86-5532 only, the project residential street as shown on Exhibit C shall be classified as a major collector street.

16. Interconnections. It is hereby agreed that the Developer shall not be required to interconnect walkways, publicways or streets to any properties contiguous to the District which are not owned or controlled by the Developer. If land immediately adjacent to the school/park site is developed as

residential and is not owned or controlled by the Developer, said school/park site shall be allowed to be connected to a public road in the adjacent property.

17. Traffic and Signalization. It is hereby agreed that if warrants are met and traffic signalization is required at the intersections of 83rd Street and State Route 59, and the District's main entrance at State Route 59, Developer shall pay, as its sole contribution for the installation and maintenance of said traffic signalization, one-quarter (1/4) of sixty percent (60%) of the City's cost of said installation at 83rd Street and Route 59. Developer further agrees to pay sixty percent (60%) of the City's share of the cost of installation of the traffic signal at the main entrance on Route 59. Further, the Developer agrees to grant reasonable easements for the installation of traffic signalization devices, if necessary.

18. Impact Fees. The parties hereto agree that the following impact fees shall be paid by the Developer.

A. \$150.00 per acre annexed, as surveyed but not to exceed \$60,000.00 in total for the District to provide for fire service capital improvements. Said payment is to be made at the time of final plat and/or plan approval.

B. \$1.25 per lineal foot of interior public streets as finally platted for street maintenance capital improvements. Said payments are to be made prior to the recording of each final plat containing such streets.

C. Developer agrees to reimburse the City for the extraordinary expenses incurred by the City in reviewing the

Annexation Agreement and development proposals contained herein, but not to exceed the amount of Four Thousand Dollars (\$4,000).

D. Notwithstanding the above, all impact fees are to be paid prior to the expiration of this Agreement.

19. 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.

20. Severability. The parties hereto agree that each of the provisions of this Agreement is severable and in the event that any portion hereof is contrary to law, such determination shall not affect the remaining valid provisions. The parties further agree that if any portion of the annexation of the properties covered hereby is declared to be invalid, then in such event, such portion shall not affect the annexation of the balance of the properties so long as the same is still contiguous to the City.

21. Notice. Any notice or demand hereunder from any party hereto to another party hereto or to an assignee or successor in interest of another party hereto or from an assignee or successor in interest of a party hereto to another party hereto or to an assignee or successor in interest of 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 Clerk
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

If to any owner of record of any real property located within the District, and to the Developer:

The Macom Corporation
9 S 320 Chandelle Drive
Naperville, Illinois 60565

with copies to:

Willard F. Brestal
Dommermuth, Brestal, Cobine and West, Ltd.
P.O. Box 565
124 South Washington Street
Naperville, Illinois 60566

or to such address as any party hereto or an assignee or successor in interest of a party hereto may from time to time designate by notice to the other parties hereto or their successors in interest.

22. First Addendum. This Agreement is specifically conditioned upon the execution and adoption by the City of the First Addendum to this Agreement.

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.

CITY OF AURORA, ILLINOIS,
a municipal corporation

By: _____

[Signature]
Mayor

Attest: _____

[Signature]

RECORD OWNER and DEVELOPER:

THE MACOM CORPORATION,
a Delaware corporation

By: *Harold Mosey*
President

Attest: *Paul J. Lehman*
Vice President

Attest: *W. F. Buxton*
Attorney

FIRST ADDENDUM TO "WHITE EAGLE CLUB" ANNEXATION AGREEMENT

This Addendum concerns property which is owned or may be acquired by The Macom Corporation, said property lying generally South of the DuPage/Will County line, North of 91st Street, West of Route 59 and East of the Wheatland Industrial Park (hereinafter called the "Will Co. Parcel").

1. Agreement to Annex.

An annexation petition shall be filed with the City no later than June 1, 1987. The development standards and controls as set forth in the Annexation Agreement and Plan Description shall apply. However, any uses other than those specifically allowed in the DuPage portion of the Development shall be subject to negotiations with the City.

2. Water Supply.

City agrees that if Developer is unable to annex said property to the City or secure water service from another source acceptable to Developer, the City will service said Will Co. Parcel with adequate water service for fire protection and domestic and commercial consumption at its usual and customary charges for users not within the corporate limits, at a rate no higher than that charged other such users outside the corporate limits; and further, that the City shall be responsible for the continued maintenance of said water system.

3. Water Storage Tank.

Developer agrees to pay for its costs of the water storage tank as set forth in Section III, paragraph 4, of the

Annexation Agreement. Further, Developer shall, prior to March 31, 1987, give notice to the City as to whether or not the water storage tank shall be sized to provide for service to the Will Co. Parcel.

4. Sewer Service.

If sanitary sewer service is not provided by another source, then and in that event the Developer shall petition the Aurora Sanitary District for services. The Developer, after annexation to the Aurora Sanitary District, shall dedicate all sanitary sewer lines to the City. Maintenance of all sanitary sewer lines and a sewerage lift station will be provided thereafter by the City. Said maintenance shall be provided on a contractual basis between the City and Developer or Homeowner's Association, through a special service area agreement, or through a surcharge on all water bills in the Will Co. Parcel for sewer service.

5. Roads and Highways.

If Developer shall petition to annex the Will Co. Parcel to the City, then the parties will negotiate the terms regarding internal and external roads and highways, which provisions shall be similar to the provisions in the Annexation Agreement and Plan Description for the District.

6. Termination.

If the Will Co. Parcel is annexed to another City other than the City of Aurora, the City's obligations, if any, hereunder shall automatically terminate, and Developer shall not

be entitled to any return of capital expended for the Will Co. Parcel.

IN WITNESS WHEREOF, on the 16th day of December, 1986, the parties hereto have caused this First Addendum to the "White Eagle Club" Annexation Agreement to be executed by their duly authorized officers.

CITY OF AURORA, ILLINOIS,
a municipal corporation

By: [Signature]
Mayor

Attest: [Signature]

RECORD OWNER and DEVELOPER:
THE MACOM CORPORATION,
a Delaware corporation

By: [Signature]
President

Attest: [Signature]
Vice President

Attest: [Signature]
Attorney

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WHITE EAGLE CLUB PLANNED DEVELOPMENT DISTRICT

Plan Description

Section I

GENERAL CHARACTER OF PROPOSED DEVELOPMENT

The WHITE EAGLE CLUB development consists of approximately 700 contiguous acres located in an area bounded generally by 83rd Street on the north, 91st Street on the south, the Wheatland Industrial Park on the west and Route 59 on the east.

Approximately 400 acres of this "Development" will consist of the "District" being annexed to the City of Aurora.

The District, hereinafter called "WHITE EAGLE CLUB" and also "GOLF ESTATES," is being developed by The Macom Corporation (hereinafter called the "Developer") and is planned as a new city extension of the City of Aurora, Illinois (hereinafter called the "City") to serve the present and future needs of the people in its region.

The District is at an important center of the transportation system serving the region, being bounded by the regionally important Route 59. It is just south of the Burlington Northern, Inc. commuter line. It is west of approximately 4,000 acres of active DuPage County Forest Preserve areas. GOLF ESTATES is planned as a balanced community of residential, office, commercial, recreational, open space and municipal uses.

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 region.

The development schedule will approximate five to ten years. Therefore, the exact details as to housing types, sizes and amenities in the District will be determined by market experience as successive units of housing are completed and made available. It is contemplated that most of the residential units will be owner-occupied, and that a broad spectrum of housing types and prices will be produced to meet the needs of the labor force required by the area's employers.

Provisions will be made for schools, parks, transportation and other community facilities. Wherever possible, the natural resource and characteristic land forms of the area shall be preserved with the concept in mind that a community and its environment must be viewed as one. An 18-hole Arnold Palmer signature championship golf course will highlight and complement the residential areas of the development.

SPECIFIC CHARACTER OF PROPOSED AREAS

As earlier stated, GOLF ESTATES is a new planned community. New in the sense that 700 acres of now vacant land are being proposed for development. Planned in the sense that the arrangement of future community uses has received careful thought and will proceed on a predictable basis. As development proceeds, community elements will support and complement each other rather than result in piecemeal, conflicting use patterns, and the environmental deficiencies associated with typical unplanned suburban sprawl. A community in the sense that many of

the elements of daily life -- schools, shopping, recreation and entertainment -- will be conveniently available to a wide variety of residents with differing needs and life styles within the GOLF ESTATES area.

It is also a community in the sense that it will build a new physical environment of tree-lined streets, neighborhoods, parks and open space, and a variety of activity centers. These will provide a strong and attractive sense of place where people can feel they belong, where participation in local affairs and events will be encouraged, and where community pride will be fostered.

It is located in the new and growing outer ring of the western Chicago region where major new employment centers are being established. The physical location of GOLF ESTATES is quite strategic: 83rd Street on the north; Route 59, a major arterial with full access to the East-West Tollway, on the east. The East-West Tollway to the north links the District to the closer-in Chicago western suburbs to the east. The proposed Burlington Northern commuter station to the north will aid access to regional employment opportunities.

Americans value mobility, choice and the access to specialized services and employment opportunity which a great metropolitan region offers. GOLF ESTATES is excellently located to allow this combination of local neighborhood and community identity and access to the overall cultural richness of the region.

Its immediate link will be to the City of Aurora where the

functions and services of municipal government will be centered and where an easily accessible cluster of services and facilities not available in GOLF ESTATES will be convenient. The existing (and expanding) net of highways and rapid transit will link GOLF ESTATES to other Chicago metropolitan centers near and far.

The most significant aspect of GOLF ESTATES lies in its Arnold Palmer signature 18-hole championship golf course, recreational lakes and low densities.

The planning for GOLF ESTATES has taken into account both the existing physical constraints and sensitivities of its land and location and its impacts upon the wider community of which it will become an important part. It is conceived in the conviction that man can, and must, build on and interact with the land in a way which serves his needs and yet creates a rich, satisfying and attractive environment.

Following is a summary description of each major GOLF ESTATES community component as depicted on the General Development Plan, **Exhibit C**.

GENERAL BUSINESS AREA

The northeast corner of the GOLF ESTATES property shown as Development Site #1 is proposed for a special commercial site allowing for the development of general business, office and service uses which would serve an expanding neighborhood and other residential areas nearby. This general business area is located at the highly important intersection of 83rd Street and State Route 59. There shall be no regional shopping center

location since, given the existing regional shopping already nearby at Fox Valley Center, there is no need for such uses. Development within the General Business Area will follow these guidelines:

1. The circulation for this area will be internal.

2. The commercial area will be designed as a unified whole with any outlot buildings integrated with the overall design. The design theme will be "Early American" which includes elements from Colonial Williamsburg and New England details. Landscape elements will enhance the architectural features of the building.

3. The commercial development will be the keystone of the security perimeter fencing. The security fencing system will begin from this central point, allowing for convenient public access without sacrificing residential security.

4. The base criteria for review and approval will be the B-2 General Retail section of the Aurora Zoning Ordinance. Landscape plans will be submitted to the City for approval along with Final Plans in the Commercial Area.

A successful business center at this location would benefit the entire area and would generate both employment and tax revenue. It would add a significant dimension of life and activity to GOLF ESTATES as well.

RESIDENTIAL AREAS

The design philosophy for the residential areas is based upon a loop street system. This system affords an opportunity to

design and classify roadways in a functional manner. The major spinal roadway "project residential street" serves as the backbone of the development. "Local residential streets" connect the various residential neighborhoods, with the project residential street to provide a hierarchy for vehicular access. This hierarchy also provides for easily defined development areas which can be marketed in sections based upon lot size, housing types and individual needs.

The residential neighborhoods will offer those features that families in particular value -- quiet, tree-lined local residential and private residential streets, easy access to the neighborhood school, parks and the major recreational facilities.

The following development areas are contemplated:

1. Single-family detached residential "A" as shown in areas 6, 10, 12, 13, 14, 15, 17, 20, 21, 24 and 25. Each development area's size and density is shown on the General Development Plan. The minimum lot size in these areas will be 10,000 square feet.

The product types will generally serve the luxury end of the area's housing market, targeted to the corporate transferee and move-up market. All types and styles of single-family homes are contemplated. A one-story home will have a minimum ground floor area of 1,700 square feet. A two-story home will have a floor area of 2,000 square feet.

Homeowners Associations with attendant covenants and restrictions will be established during the development

of each area.

Macom has established a following of over one hundred custom builders during their thirty-five years of land development. The resulting market strategy limits the number of lots each individual builder in each area is allowed to purchase, and with Macom's rights of architectural review along with comprehensive covenants, conditions and restrictions being recorded with each subdivision, a pleasing variety of styles, materials, colors and elevations from which to choose will be assured.

2. Single-family detached residential "B" as shown in Area 8. The development of lots in Area 8 contemplates a minimum lot size of 8,000 square feet with a minimum of sixty feet of frontage which is consistent with the City's R-1 zoning classification. The product type will generally serve the middle segment of the area's housing market, targeted to the local resident with a smaller family.

The development of Area 8's "B" lot size provides a transition from the adjacent manufacturing land use to the championship golf course. All types and styles of single-family homes are contemplated. A one-story home will have a minimum ground floor area of 1,500 square feet. A two-story home will have a minimum floor area of 1,800 square feet.

Homeowners Associations with attendant covenants and restrictions will be established during the development of the area.

The market strategy provides that a minimum of 25% of the lots will be developed under the size standards of Residential "A" lots. This strategy insures variety and blends the housing types as they transition between areas.

3. Multiplex and apartments as shown in Areas 3, 5, 7, 11, 18, 19 and 26. The term multiplex is used to define a limited number of residential development areas in the project where innovative and unique site design will be used in order to maximize the proximity of dwelling units to the development's golf course and other major recreational amenities. These areas are intended to appeal to recreation-oriented professional couples, singles and empty-nesters who want a maintenance-free lifestyle in a natural setting.

Housing within the multiplex district may be either single-family detached dwellings or multiple-family units. Each unit may have direct access to a private access point or yard, or may share the access point or yard with other units. The units may be arranged in a variety of configurations, including back-to-back, side-to-side or vertically. The housing types within multiplex areas include:

Cluster Homes utilizing zero lot lines - Housing that concentrates buildings in specific areas on the site to allow the remaining land to be used for recreation, common open space and preservation of environmentally sensitive features. Clustering is achieved in part by locating individual buildings on lots in such a manner that one or more of the building's sides rests directly on a lot line. A representative example of this product

type is the "Wood Creek Courts" development in Lincolnshire, Illinois.

Duplexes - A structure on a single lot containing two dwelling units, each of which is totally separated from the other by an unpierced wall extending from ground to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall, except for a common stairwell exterior to both dwelling units. The "Manorhouses of Fox Chase" in St. Charles, Illinois is an example of how these products can be used in our District.

Townhouse - A one-family dwelling in a row of at least three such units, but not more than ten (10), in which each unit is located next to another unit, and each unit is separated from any other unit by one or more common fire-resistant walls. An example of this housing type, in a similar golf course setting, is the "Lake Barrington Shores" development in Barrington, Illinois.

Quadruplex - Four attached dwellings in one structure in which each unit has two open space exposures and shares one or two walls with the adjoining unit or units.

Coach Homes - A building, or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis.

Apartments (Area 3 only) - A room or suite of rooms in a multiple-family building which are arranged, designed, used or intended to be used as a single housekeeping unit. Complete kitchen facilities, permanently installed, must always be included for each apartment.

The development of the units in these housing areas is intended to serve the broadest segment of the market area and include young professionals, empty-nesters, retirees, single parents and newly marrieds. Lifestyle is the major appeal of these housing types. Each area will be targeted to a specific lifestyle image and designed to achieve that goal. The Macom Corporation will exercise complete control over the site plan, architecture, landscaping and detailing

of the pods. Covenants, conditions and restrictions will be submitted as part of each Final Plan submittal.

Additionally, the City will have the right of Final Plan review, thereby insuring that the goals are achieved.

The general development plan is designed to locate the multiplex and apartment areas adjacent to the principal amenities or in some instances to provide a buffer to separate various land uses. Landscape plans will be submitted to the City for approval in the multiplex and apartment areas at the time of submittal of Final Plans for each area.

To insure a minimum performance level, **Exhibits C-3 and C-3A** have been developed to establish the parameters of site design while the General Development Plan illustrates the maximum site areas and densities.

SCHOOL, PARK, RECREATION AND OPEN SPACE

The major open space is being developed as an Arnold Palmer signature 18-hole championship semi-private golf course with appurtenant lakes and waterways which total approximately 200 acres. If one adds the other recreation and school/park sites, approximately 35% of the Development is devoted to park, recreation and open space uses.

The lakes are an active and passive recreational amenity and provide for functional and visual uses. The functional aspects of the lakes include water recharge, irrigation, sport fishing and sailing.

The visual aspects of the lakes provide for a significant entry feature, land use separation, project identity and tranquil country charm. Landscaped setbacks along the perimeter of the Golf Estates residential areas will offer not only a pleasing appearance but also will add to the charm and openness of the Development.

The neighborhood school/park site of 18 acres will provide for the project's local public elementary school site and additionally will contain the areas for major recreational field games and activities.

The proposed system of open space and recreation areas as outlined will serve as the core of the recreational community. In a very real way, the entire GOLF ESTATES concept is to build a community which is green and park-like throughout its areas.

LAKES AND WATER RETENTION AREAS

In excess of forty (40) acres of land area will be devoted to the retention of storm water runoff. The exact location and boundaries of these areas cannot be specific until development in the particular sector begins, however, the General Development Plan defines the major lake areas.

There will be an emphasis upon "holding" water for natural percolation through the soil which tends to eliminate flood potential in major creeks and regional low areas.

These areas will provide strategic open spaces sometimes oriented to the "outside" along major movement corridors as a buffer and sometimes oriented "inward" as a focal point for a

neighborhood area. Engineering of the storm water management shall be completed in such a way as to not cause distress to neighboring lands, developments or , most particularly, the DuPage Forest Preserve Dragon Lake Development. The release rate of storm water shall be designed with all concerns taken into consideration in accordance with **Exhibit C-5**.

RECREATION FACILITY

A recreation center is proposed. It will be built by the Developer in its initial stage of development and will be owned and maintained by either a home owners association or private owners. It will be used by fairly large numbers of persons but limited to the District's residents and guests. It is contemplated that the center will include a 50 meter olympic swimming pool, tennis courts, game meeting rooms, banquet facility and other active recreational activities. These will serve to provide for a significant portion of the project need for active recreational facilities.

STREET TREES

In order to create a tree-lined residential character within the pods, street tree plantings will be provided. The trees will be planted between the curb line and the sidewalk on both the project residential street and local residential streets. Private residential street tree plantings will be provided as part of the required landscape plans. A minimum of one tree will be planted for each lot. (Corner lots will receive one tree on

each frontage.) Generally, trees will not be located closer than thirty (30) feet to one another or closer than ten (10) feet to:

- A. Driveways.
- B. Utility Boxes.
- C. Manholes.
- D. Street Lights.

The trees as shown on **Exhibit C-6** attached hereto have been determined to be compatible with public utility installation within the right-of-way. These trees have growth characteristics, root formation and tree forms compatible with underground and surface utility construction. A minimum street tree size of two and one-half (2 1/2) inches in accordance with the American Nurserymen Association standards will be required. To assure maximum livability and disease resistance, a minimum of three (3) species of randomly spaced parkway trees will be planted within each development pod.

DEVELOPMENT TIMETABLE

A preliminary plan for not less than forty (40) acres of the District shall be submitted to the City by January 31, 1988 ("First Preliminary Plan"). Final plans shall be submitted in accordance with Section 14.7-11 of the Zoning Ordinance. A general timetable for development is as indicated below:

1. Golf course - January 15, 1987 to December 31, 1988.
2. Clubhouse - June 1, 1987 to December 31, 1988.
3. Initial single-family residential Areas 6 & 12 - March 1, 1987 to December 31, 1988.
4. Future single-family residential - June 1, 1987 to December 31, 1992.

5. Recreation facility - June 1, 1987 to December 31, 1989.
6. Commercial - January 1, 1988 to December 31, 1992.
7. Apartments - January 1, 1989 to December 31, 1992.
8. Initial multiplex Area 5 and/or 11 - March 1, 1987 to December 31, 1989.
9. Future multiplex - January 1, 1988 to December 31, 1995.
10. School/park/lakes - March 1, 1987 to December 31, 1989.

WHITE EAGLE CLUB PLANNED DEVELOPMENT DISTRICT

Plan Description

Section II

DESCRIPTION OF LAND USES

The District shall be developed into the land use areas described below and in accordance with the General Development Plan marked Exhibit C.

A. Business Area.

1. General Business Area.

The permitted uses shall be as follows:

Those uses permitted in the B-2 District, Section 12.3 of the Zoning Ordinance, plus the additional following uses:

- Animal hospital, fully enclosed only.
- Antique shops.
- Art galleries and studios.
- Automobile service station, including an accessory car wash, but with no on-site repair facility.
- Catering establishment.
- Nursery school or day care center.
- Parcel delivery station, drop-off only.
- Tanning salon.

Any other similar type retail stores not specifically permitted herein and which have economic compatibility with the established uses on adjoining properties.

All activities as permitted or required in this use area shall be conducted wholly within an enclosed building, except:

- Off-street parking facilities.
- Outdoor restaurants and sidewalk cafes.
- Garden and landscape sales.
- Art sales.
- Bicycle sales and rental.
- Recreation places.

Other uses with which approval may be given as part

of the approval of a Preliminary or Final Plan.
All such outdoor use areas shall be shown on the
Preliminary or Final Plan.

B. Residential Areas.

1. a. The permitted uses shall be as follows:

One-family detached dwellings.

Home occupations as defined in the Aurora Zoning
Ordinance.

Churches and related indoor and recreational
facilities, convents, monasteries, rectories,
parsonages, ministerial homes, parish houses and reading
rooms as regulated herein and in Article IX, Section 16,
of the Annexation Agreement.

Temporary buildings and trailers and uses for
construction, sales and marketing purposes.

Accessory buildings.

Signs as regulated herein.

Off-street parking facilities as regulated by
this Plan Description.

Multiplex dwellings and apartments, including
one-family row dwellings (party wall) with not more than
ten dwellings in a row or building.

Model homes or model units which may be used for
offices for the purpose of conducting construction or
sales of units or lots within the District. Said model
home or model unit may not be used as a model if the
owner of same is not actively selling homes or units
within the Development.

b. Any uses that become permitted uses in any R-1
Residential District of the Aurora Zoning Ordinance
subsequent to the approval date shall be permitted uses
throughout such Residential Area.

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

Golf courses, public, private or semi-private,
including clubhouse with related food, beverage, banquet
and catering facilities.

Municipal or privately-owned recreation buildings
and community centers.

Nursery schools, day nurseries and day care
centers as regulated herein.

Public utility facilities specifically limited to
well sites, sanitary sewerage lift stations and water
storage tanks.

Schools, elementary, public or private.

C. Open Space.

Land shall be reserved for public open space, parks and recreation uses in accordance with the provisions of Subsection B4 of Section IV hereof.

D. School Sites.

Land shall be reserved for school sites in accordance with the provisions of Subsection B4 of Section IV hereof.

WHITE EAGLE CLUB PLANNED DEVELOPMENT DISTRICT

Plan Description

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 or requirement set forth herein shall be resolved in favor of the standard or requirement set forth herein.

1. Dwelling Standards.

a. Single-Family Detached Dwellings. Each one-family, one-story detached dwelling shall have a total ground floor area of not less than 1500 square feet in the "B Residential" area and 1700 square feet in the "A Residential" areas, as per Exhibit C-1, except in multiplex areas, where the minimum will be 1200 square feet. Each one-family detached dwelling of more than one story shall have a total floor area of not less than

1800 square feet in the "B Residential" area and 2000 square feet in the "A Residential" areas, as per Exhibit C-1, except in multiplex areas, where the minimum will be 1500 square feet.

b. Multiplex Dwellings. Each multiplex dwelling unit shall have a total floor area per dwelling unit of not less than 1,000 square feet.

c. Apartments. Apartments shall have a minimum total floor area per dwelling unit as follows:

	<u>Square Feet</u>
(1) Apartments with one bedroom	750
(2) Apartments with two bedrooms	950
(3) Apartments with three bedrooms	1,100

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 Building heights shall be regulated as shown on Exhibits C-1 and C-3.

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 (4) stories or a height of sixty (60) feet, whichever is the higher.

3. 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.

In Business Areas, 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.

4. Zoning Lot Coverage and Floor Area Ratios.

a. Residential Areas. The following zoning lot coverage and floor area ratio limitations shall be applicable in single-family areas "A" and "B" of the District.

(1) Not more than forty percent (40%) of the area of a zoning lot may be occupied by buildings, including accessory buildings, and a minimum of twenty-five percent (25%) of the required open space shall be in planted areas.

(2) Not more than sixty percent (60%) of the area of a zoning lot on which multiplex dwellings or apartments are located may be occupied by buildings, including accessory buildings, and a minimum of twenty-five percent (25%) of the required open space shall be in planted areas.

(a) 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 taken collectively within each separate use area

shall, within such use area, comply with such limitations.

b. Business Areas. The maximum lot coverage for all Business or Office Uses in the Commercial Areas of the District shall be sixty percent (60%) and the floor area ratio shall be not more than 1.0 for business uses and 1.0 for office uses. Unless otherwise modified herein, the bulk standards of the B-2 General Business District shall apply.

c. 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 Sections 5-4 and 11.2-5 of the Zoning Ordinance and accessory buildings as permitted in Section 8 and/or as modified by the exhibits attached hereto.

d. Floor Area Ratio. For the purpose 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 building or buildings located on a zoning lot or lots divided by the area of such zoning lot or lots.

e. Basement as a Story. A basement shall be considered as a story for the purposes of this Subsection III A.5. if more than one-half its height is above the average level of the adjoining ground.

5. Residential Density. The development of all of the

District in accordance with the planned development district provisions of the Zoning Ordinance of the City shall permit a maximum of 1,000 residential dwelling units based upon the current acreage of 401.3 acres, and shall be subject to the standards and criteria for land use set forth in the attached exhibits, provided however, that the allocation for various land uses and densities as provided in the Plan Description may be increased by not more than ten percent (10%) of the number of units of each designated land use area, provided that such increased allocations or adjustments shall not increase the overall density of the District beyond the aforementioned maximum of 1,000 dwelling units. All such adjustments shall be deemed a minor change. The above notwithstanding, at no time shall the number of approved finally platted lots exceed an overall density of five (5) dwelling units per acre over the District.

6. Yard and Minimum Zoning Lot Size Requirements.

a. Yard and minimum zoning lot sizes, areas and width requirements in the District shall be as shown on **Exhibits C, C-1 and C-3.**

b. Notwithstanding any language or exhibits or plan to the contrary, any portion of the development area of the District may be developed as single-family detached housing, and further, Apartment Area #3 may be developed in multiplex as well as apartments or single-family "A".

7. Interim Uses. Interim uses set forth below shall be permitted anywhere in the District, except as noted. An interim use shall be a use which may not continue for a period longer than ten (10) years, or any five (5) year extension thereof, from the date hereof.

(a) Farming, except on lots within recorded final plans or plats fronting on an improved roadway.

(b) Model homes as regulated herein.

(c) Temporary parking facilities.

No such use shall be operated so as to cause a nuisance or damage to any property owner within or adjacent to the District.

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. 4818 (hereinafter called the "Subdivision Control Ordinance"), the design standards and required land improvements provided for therein shall apply, subject to the modifications and exceptions provided for in the Annexation Agreement and this Plan Description.

1. Foundation Survey. The Developer shall require that all residential buildings, including multiplex, shall have a verification of the top of foundation elevation prepared by an Illinois registered land surveyor, substantiating that the constructed top of foundation elevation is in accordance with the elevations shown on the master grading plan. The top of foundation elevation shall be acceptable if it is no higher than six (6) inches above nor lower than one (1) inch

below the top of foundation elevation shown on said grading plan.

Any residential units with foundation elevations not in accord with the aforementioned standard shall require a revised individual lot grading plan to be prepared, which revised plan is subject to approval by the City Engineer, which approval shall be granted so long as it is shown that any changes made do not adversely affect storm water management.

Verifications shall be submitted to the City Engineer prior to the issuance of any occupancy permit for the residential unit.

2. Final Grading Compliance. Prior to the issuance of a final occupancy permit for any residential unit, a final grading survey shall be prepared for each residential building site under the direction of an Illinois registered professional engineer showing that the final lot grading is in general conformance with the approved master grading plan subject to modifications approved by the City Engineer.

WHITE EAGLE CLUB PLANNED DEVELOPMENT DISTRICT

Plan Description

Section IV

REQUESTED MODIFICATIONS AND EXCEPTIONS FROM THE ZONING
ORDINANCE AND THE SUBDIVISION CONTROL ORDINANCE

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 or as modified by exhibits attached hereto, the District shall be subject thereto only as so modified. The definitions contained in the Aurora Zoning Ordinance on the approval date, unless shown as inapplicable or modified, shall apply to the District.

1. Subsection 3.2 (42) shall be modified to read as follows:

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

2. Subsection 4.3 shall be inapplicable.

3. 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."

4. Subsection 4.5-3 shall be inapplicable.

5. Subsection 5.4-1 and Section 11.2-5(d) shall be modified to provide that chimneys may project a maximum of twenty-four (24) inches into a required yard. Subsection 11.2-5 shall be further modified to provide that wood stoops not to exceed three times the width of the entry door along with steps and walkways leading to said stoop shall be permitted in any front yard.

6. Subsection 5.4-2 shall be modified to read as follows:

"5.4-2. In front yards -- one-story bay windows projecting three feet or less into the yard; and overhanging eaves and gutters projecting three feet or less into the yard; and wood stoops not to exceed three times the width of the entry door along with steps and walkways leading to said stoop."

7. 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-two (22) feet."

8. 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 except in those areas developed with single-family detached homes on lots of 8,000

square feet or greater in size. 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."

9. Subsection 5.10 shall be inapplicable.

10. 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 contained 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., B.1.a., or B.1.c. of Section II hereof shall not require authorization of the City Council by ordinance pursuant to Section 14.6 of the Zoning Ordinance."

11. Section 9 shall be inapplicable except as follows:

In a Model Home Area graphics may be displayed only on model home sites.

- (1) The total footage limitation per model home shall not exceed forty-eight (48) square feet.
- (2) No more than three (3) graphics shall be displayed on a model home site.
- (3) No limitations of items of information.
- (4) Heights of a graphic shall not exceed nine (9) feet including ornamentation.
- (5) Ornamental flags are not to exceed three (3) in number at each model home location.

Entrance gates are to display only the name of the subdivision and logo.

On-Site Directionals:

- (1) One per turning corner from each entrance to model home area, not to exceed six (6) square feet. Said sign shall be allowed to be placed within a parkway if it does not exceed two (2) feet in height above grade and is located no closer than three (3) feet from the back of the curb.

(2) Items of information shall be limited to:

- (a) Name of Subdivision or builder and logo.
 - (b) Arrows and/or words of direction.
- (3) The height of such a graphic shall not exceed nine (9) feet including ornamentation.

On-Site Subdivision Advertisements:

- (1) Graphics not to exceed thirty-two (32) square feet in area per sign within the subdivision or at entrances.
- (2) One graphic, only, allowed per entrance with a maximum of three (3) in each area.
- (3) No limitation on items of information.
- (4) The height of such a graphic shall not exceed nine (9) feet including ornamentation.

General Limitation:

- (1) There shall be no model home graphics in any developed area where there are no model homes.

12. 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 private lane in such a manner as will least interfere with the movement of traffic."

13. Subsection 10.3-6.6 shall be inapplicable to parking spaces located adjacent to private streets. Parking spaces located adjacent to public streets shall be permitted within a required front yard so long as said spaces are located on a driveway leading directly to a garage.

14. Subsection 14.7-9 shall be modified to read as follows:

"14.7-9. Also included in the definition of a major change is a reduction in the minimum required floor areas for residences, minimum lot size requirements or any requested additional permitted uses."

15. 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 mass grading and excavation operations may be carried on prior to the approval of such Final Plan or as otherwise permitted herein; and, provided further, that building permits for model buildings relating to any part of the District may be issued in accordance with modifications set forth in the Annexation Agreement for Golf Estates."

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 or as modified in exhibits attached hereto or as listed and modified below. With respect to Subsection 1. below, the Subdivision Control Ordinance, in its application to the District, shall be deemed generally modified in accordance therewith. The definitions contained in Section 43-8 of the Aurora Subdivision Control Ordinance on the approval date, unless shown as inapplicable or modified in this section, shall apply to the District.

Notwithstanding any language to the contrary, if there is any conflict between the language in the Plan Description and the Annexation Agreement for GOLF ESTATES, then the language of the Annexation Agreement shall prevail and control.

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 the Annexation Agreement for GOLF ESTATES, this Plan Description and Exhibits C-1 through C-6, and including C-3A and C-5A, which are attached hereto and made a part hereof, 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 subdivision 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 subdivision 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 provisions 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 subdivision 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 43-46 shall be modified to read as follows:

"Sec. 43-46. Arrangements for improvements as prerequisite to approval.

(a) The final plat shall be approved by the planning commission, signed by the mayor and attested by the city clerk before said plat is recorded, and such approval shall not be given until subdivider has complied with the following requirements:

(1) The subdivider shall submit an engineering plan to the city engineer for approval.

(2) A subdivider may commence construction of the public improvements before submittal of the final plat, provided that prior thereto, the subdivider submits plans, estimates and specifications for all public improvements for approval by the city engineer and all other appropriate authorities, including, but not limited to, the Aurora Sanitary District and the Illinois Environmental Protection Agency.

Once approval is obtained as stated herein, the actual construction may begin.

(3) In lieu of actual construction of the improvements, as provided in paragraph (2) above, the subdivider may post, at the time of submittal of the final plat, cash or security to insure completion of the proposed public improvements, in accordance with the following:

a. Said cash or securities shall be in an amount equal to one hundred and ten (110) percent of the estimated improvement costs as approved by the city engineer.

- b. Securities must be approved by the legal department, shall be irrevocable, and shall be in effect for not less than one and one-half (1 1/2) years after approval of final plat, or until the issuing institution has received written documentation from the city council certifying that the subdivider has complied with all the terms and conditions of this chapter. A proposed form letter of credit is attached hereto and marked as **Exhibit E**.
- c. If all public improvements are not installed within sixty (60) days prior to the expiration of the securities, the city shall be authorized to draw upon said securities of public improvements provided that prior thereto the subdivider is served with thirty (30) days' written notice of the city's intention to draw upon said securities.

The city council may grant subdivider additional time to complete said improvements, provided said securities are extended, or new securities provided, effective for a period of not less than six (6) months beyond whatever additional time is allowed the subdivider.

- d. The City Engineer shall certify to the City Clerk and the City Clerk shall reduce the securities provided herein, as work progresses, such that the balance remaining in the security for a specific public improvement shall not be less than one hundred ten percent (110%) of the cost of the remaining improvements to be completed plus ten percent (10%) of the cost of any given improvements already completed but not yet accepted by the City Council. The final ten percent (10%) remaining in the security to assure completion of any improvement shall only be released upon approval of the City Council.

Furthermore, the city council shall accept all completed and approved public improvements upon the reasonable request of the subdivider, with the following public improvements being accepted as follows:

1. Sanitary Sewers - Upon completion.
2. Storm Sewers - Upon completion.
3. Watermains - Upon completion.
4. Street Lights - Upon completion; however, Developer shall retain responsibility for the

electric cable servicing same and located on adjacent lots until eighty percent (80%) of said lots within the finally platted area are built upon or until the street improvements are accepted, whichever is earlier. The City agrees to cooperate in enforcing the repairs to said cables when same are damaged by a public utility.

5. Streets - upon completion of the final surface; provided that there also be a final inspection of the storm sewer and that any necessary cleaning be done prior to the final street acceptance.

(4) In lieu of the above, the subdivider may petition the board of local improvements, in appropriate cases, for the installation of all improvements by special assessment, and shall provide a purchaser for all bonds issued thereunder. Upon a sale of such bonds for par value or in excess of par value, and upon approval of the final plat by the plan commission and the city council, said plat may be recorded.

(5) The subdivider shall provide letters of approval from the appropriate school or park district indicating compliance with section 43-47 of this chapter.

(b) The subdivider shall, in all cases, be responsible for maintenance and warranties of all improvements for one year following their acceptance by the city and shall guarantee said maintenance and warranties by posting cash and securities in the amount of ten (10) percent of the total cost for said improvements, said securities to be in effect until such time as those warranties have expired.

4. Section 43-47 of the Subdivision Control Ordinance shall be modified to read as follows:

"As a condition of approval of a final plat of subdivision, or of a final plan, the Developer will be required to dedicate land for park and recreational purposes and land for school sites, to serve the immediate and future needs of the residents of the development, or cash contribution in lieu of actual land dedication, or a combination of both, by agreement between the Developer and Unit School District 204 and the Naperville Park District, in accordance with the following criteria and formula set forth on Exhibit D

attached hereto. Further, school and park cash in lieu of actual land dedication shall be based upon the amounts set forth in paragraph C(1).

5. Subsection (l) of Section 43-59 shall be inapplicable.

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

"(m) Street right-of-way widths shall be as specified by this Plan Description and the exhibits hereto."

7. 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 (600) feet, except in pods 11, 12 and 17, measured from the right-of-way line at the open end to the center of the turn-around circle, and shall conform to the standards as set forth in **Exhibits C1 through C-4**. Such dead-end and loop streets shall originate and, in the case of loop streets, terminate at local residential or the project residential streets; however, a secondary emergency vehicle access shall be provided for pods 11, 12 and 17."

8. The table of minimum standards for street design contained in Subsections (q) and (i) of Section 43-59 shall be modified as shown on **Exhibits C through C-4**.

9. Section 43-62 shall be inapplicable.

10. Subsection (b) of Section 43-63 shall be modified to read as follows:

"(b) Lot dimensions and areas shall conform to the requirements of the Aurora Zoning Ordinance, except as modified by the Annexation Agreement, Plan Description or Exhibits attached thereto."

11. Subsection (d) of Section 43-63 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; provided however, that private streets shall be limited to multiplex and apartment areas only."

12. Subsection (f) of Section 43-63 shall be inapplicable.

13. Section 43-64 shall be modified to read as follows:

"Sec. 43-64. BUILDING SETBACK LINES. Building setback lines shall conform to the provisions and requirements of this Plan Description and Annexation Agreement for and any exhibits attached thereto."

14. 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 and Annexation Agreement."

15. Subsection (d) of Section 43-79 shall be inapplicable.

16. 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 where proved necessary in the 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. Storm water inlets shall be constructed in the pavement curbs and gutters to drain the pavement at intervals of generally three hundred (300) feet. 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 determined by proper engineering standards, for the removal of surface water shall be provided throughout the entire

subdivision. It is further agreed that it shall not be required that sump pump drains and tiles be connected to a storm water pipe or line; provided however, that in the event the City determines that a problem exists with a constantly discharging sump pump, the Developer or Homeowners Association shall be responsible for the correction of the storm water discharge problem upon written notice by the City to the Developer or Homeowners Association that correction of the problem is necessary. See Exhibits C-5 and C-5A for typical design standards for storm water management."

17. 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 as modified by the Annexation Agreement. Except where modified or otherwise permitted within the District, private water wells shall be prohibited."

18. Section 43-81 shall be modified to read as follows:

"Roadways of project residential, local residential and private streets shall be constructed in accordance with the standards set forth in Exhibits C through C-5A, attached hereto and made a part hereof."

19. Section 43-84 shall be modified to read as follows:

"Sec. 43-84. SIDEWALKS. The construction of sidewalks may be deferred until such time as the development of the property adjacent to such sidewalks has been completed, or within two (2) years after the acceptance of the adjacent street by the City, whichever occurs first. Public sidewalks shall be constructed as shown on Exhibit C-4 or as approved by the City Engineer. Unless otherwise approved by the City Council or modified by the Annexation Agreement, 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. Further, no sidewalks shall be required along Route 59."

20. Section 43-91 shall be modified to read as follows:

"Sec. 43-91. Plan review and inspection costs.

All public improvements proposed (and/or required) to be made under the provisions of this chapter shall be

inspected during the course of construction by the city engineer or his duly authorized representative.

Prior to approval of the final construction plans by the city engineer, the subdivider shall pay to the city a fee for the costs of approval of the preliminary and final plats, the review of the construction plans and specifications, and the inspection of the proposed public improvements, said fee to be computed at one and one-half (1 1/2) percent of the estimated cost of construction of the public improvements in the proposed subdivision; provided however, that during the following calendar year periods, the minimum amount that the Subdivider shall pay to the City in inspection and review fees shall be as follows:

1987	-	\$30,000.00
1988	-	\$25,000.00
1989	-	\$20,000.00."

21. Aurora Subdivision Control Ordinance shall be modified to include the following:

"Sec. 43-94. INSPECTION OF IMPROVEMENTS. All public improvements shall, at the subdivider's expense, be layed out in the field prior to the commencement of construction and shall be inspected during the course of construction by the City Engineer or his duly authorized representative. Copies of reports of such inspections shall be made available to the Developer without cost. 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 if occasioned by defective work or work practices. Upon completion of construction of such public improvements, the subdivider shall supply the City with record set drawings of such public improvements."

WHITE EAGLE CLUB PLANNED DEVELOPMENT DISTRICT

Plan Description

Section V

GENERAL PROVISIONS RELATING TO THE PROPOSED DISTRICT

A. Sanitary Sewer Service to the District.

The Developers of the District propose annexation of all of the area of the District to the Aurora Sanitary District. The proposed sewer service system has been planned jointly by the City, Developers of the District and the Aurora Sanitary District.

On all sanitary sewers to be maintained by the City of Aurora, the Developer shall be permitted to construct the sanitary sewer system using curvilinear sewers meeting the minimum slopes and curvatures as established by the Illinois Environmental Protection Agency.

Any change in the above-described sewer service system which receives the approval of the Aurora Sanitary District and City Engineer shall be deemed a reasonable variation from this Plan Description and City ordinances, including but not limited to curvilinear sewers, 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.

B. Water Service to the District.

The proposed water distribution facilities described herein have been planned jointly by the Developers of the

District and the City Water Department. The water system to supply the District and to be installed by the City of Aurora, at no cost to the Developer, will consist of a pipe distribution system to be connected to the existing City of Aurora water system and brought to the District boundary on 83rd Street in accordance with the procedures outlined in the Annexation Agreement.

Any change in the above-described water distribution 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.

1. **Golf Course, Lakes and Storm Water Detention and Disposal Facilities.** Storm water detention facilities will be developed within the District in accordance with **Exhibits C-5 and C-5A**. The facilities will have the capacity to detain storm runoff resulting from a storm with a one hundred year return frequency from a fully developed site with a maximum discharge rate restricted to 0.15 cubic feet per second per acre from the same contributing area. Developer agrees that at the time of submission of final storm water management plans for the retention lakes, the

proposed standards shall not be less than those standards then adopted by the adjacent City government to which the storm water flows.

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

It is understood and agreed that it shall not be a requirement for approval that storm sewers be televised, but it is understood that said sewers must be in a clean condition prior to approval. Further, it is agreed that notwithstanding any language to the contrary, the minimum elevations of the top of foundation shall be 1.5 feet above the maximum high water level in any adjacent subcatchment.

2. **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 roadway network 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 that have been developed served as the basis for further detailed planning and design by the developers and their traffic consultants as shown on Exhibits C through C-4.

The starting of street and highway improvements within the District will be coordinated so as to provide roadway capacities to meet travel needs which will exist at future dates. Selected improvements may be accomplished in stages and be designated 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 within the interior of the District with appropriate access points to the major roads abutting the District as shown on the General Development Plan.

b. Improvements of existing roads, including rights-of-way dedication, and providing controlled access.

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

2. **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. 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.

F. General Development Plan.

1. **Submission of General Development Plan Included in Plan Description.** There is included as a part of this Plan Description, **Exhibit C**, also known as the General Development Plan, which sets forth the present plans of the Developers of the District with respect to the future development of the District into the types of land use areas described in Subsections A and B of Section II hereof and the location of such land use areas in the District.

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

When and if any property in the District 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 owners, heirs, executors, administrators, successors, devisees and assigns 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.

H. 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 and 14.7-9 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.

I. 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 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.

2. After Completion of Development Phase. After completion of construction of a development phase in accordance with an approved Final Plan, the Record Owners 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.

Prior to approving any land use changes, the applicant shall give notice to the owners or occupants of other properties which may be affected by such changes as provided for in Sections 14.6 or 15 of the Zoning Ordinance, whichever is applicable, and further, such changes shall not be made without consideration thereof at a public hearing held in accordance with the provisions of said sections of the Zoning Ordinance; and (2) until such time as Final Plans shall have been approved for the District in which such property is located, such changes shall require the approval of the Developers of those areas of the District for which Final Plans shall not have been approved.

J. 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 Subsection 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 the District and all development phases of the District as a unified undertaking with a single goal of

creating a single community of integrated residential, business, recreational 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.

K. Developer.

As used in this Plan Description the terms "developer" and "developers" as applied to the District shall mean the Record Owner or Record Owners of property located within the District 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 Record Owners.

L. Additional Required Final Site Plans.

Prior to the development of any portion of development area #2, being the commercial area, or development area #3, being the apartment area, the Developer shall submit a final site plan for said proposed development areas or any portion thereof.

The requirements for a final site plan shall be as set forth in the review procedures which are attached to this Agreement as Exhibit C-7. The final site plan shall be submitted to the Aurora Planning Council and the Aurora Planning Commission for technical review and recommendation to the Planning and Development Committee of the Aurora City Council for final approval, which review shall not require public notice or public hearings. Modifications to said plans may be recommended by the Aurora Planning Council or Planning Commission and required by the Planning and Development Committee. The decision of the Planning and Development Committee is the final decision, however this decision may be appealed to the Aurora City Council by the Developer or any member of the Aurora City Council within three (3) business days from the date of the decision by the Planning and Development Committee. All appeals shall be filed by 5:00 P.M. on the third day as described above with the City Clerk on the form prescribed by the City for a petition for appeal to the City Council. Only items associated with plans on record with the Aurora Planning Commission are appealable.

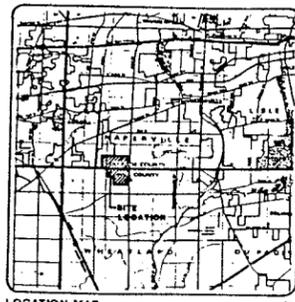
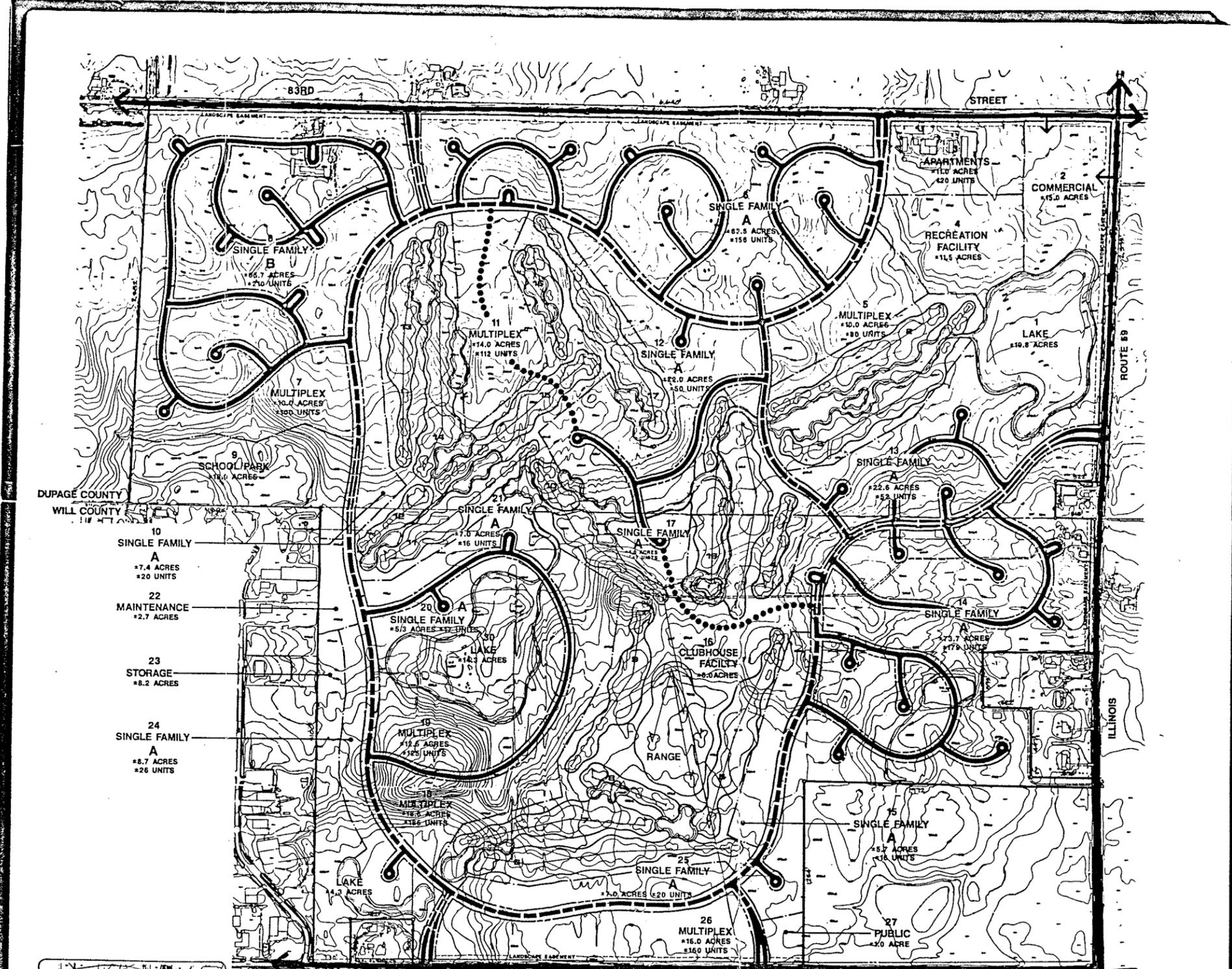
LIST OF EXHIBITS

- Exhibit "A" - Plan Description
(Not included within this binder)
- Exhibit "B" - Legal Description
- Exhibit "C" - General Development Plan
- Exhibit "C-1" - Single Family Detached Lot Design Standards
- Exhibit "C-2" - Alternate Local Residential Cul-De-Sac Designs
- Exhibit "C-3" - Multiplex and Apartment Design Standards
- Exhibit "C-3A"- Design Standard in General Graphic Form
Areas: 3, 5, 7, 11, 18, 19 & 26
- Exhibit "C-4" - Typical Section R.O.W. Pavement, Curb and Gutter
- Exhibit "C-5" - Stormwater Management and Storm Sewer Design Criteria
- Exhibit "C-5A"- Typical Construction Details
- Exhibit "C-6" - Approved Street Trees
- Exhibit "C-7" - Required Components of Final Site Plans for Multiplex,
Apartment and Commercial Areas
- Exhibit "C-8" - Concept Watermain Distribution System Plan
- Exhibit "C-9" - Zoning Index
- Exhibit "D" - School/Park Donation Work Sheet
- Exhibit "E" - Irrevocable Letter of Credit Form
- Exhibit "F" - Release and Discharge of Liability Form

LEGAL DESCRIPTION

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; ALSO THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33 (EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 319.75 FEET; THENCE NORTHERLY AT AN ANGLE OF $90^{\circ}-43'-40''$ TO THE RIGHT OF THE PRECEDING COURSE FOR A DISTANCE OF 255.8 FEET; THENCE EASTERLY FOR A DISTANCE OF 322.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, 248.55 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 248.55 FEET TO THE PLACE OF BEGINNING) ALL IN TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

EXHIBIT B



SITE DATA			
LAND USE	ACRES	% OF SITE	DENSITY
SINGLE FAMILY	329.7	44%	SINGLE FAMILY 329.7 850 2.60
MULTIPLEX	85.1	11%	MULTIPLEX 85.1 763 9.41
APARTMENTS	11.0	1%	APARTMENTS 11.0 120 12.00
COMMERCIAL	35.9	3%	TOTAL 421.8 1743 2.32
GOLF COURSE	163.4	22%	
RECREATION/PUBLIC	35.5	5%	
LAND USE	38.4	5%	
LAKES	55.8	8%	
R.O.W.	750.8	100%	

1. S.D.W. FIGURES IN FOR MAJOR LOOP STREETS ONLY.
 2. ACRES FOR INDIVIDUAL UNITS ARE GROSS FIGURES.
 3. DENSITY FIGURES ARE FOR THE AVERAGE NUMBER OF PROPOSED UNITS PER HOUSING TYPE.
 4. AVERAGE GROSS SITE DENSITY.

LEGEND	
	PROJECT RESIDENTIAL STREET - NO DRIVEWAY ACCESS
	PROJECT RESIDENTIAL STREET
	LOCAL RESIDENTIAL STREET
	PRIVATE RESIDENTIAL STREET
	ONLY LOCATED IN PODS 5, 7, 11, 18, 19 & 28
	FIRE/EMERGENCY ACCESS LANE

PALMER COURSE DESIGN COMPANY
 GOLF COURSE DESIGNER
 1101 W. WASHINGTON STREET, SUITE 200, CHICAGO, ILLINOIS 60604
 (312) 339-8900

DCIMMERMUTH, BRESTAL, COBINE, AND WEST, LTD.
 ARCHITECTS
 1101 W. WASHINGTON STREET, SUITE 200, CHICAGO, ILLINOIS 60604
 (312) 339-8900

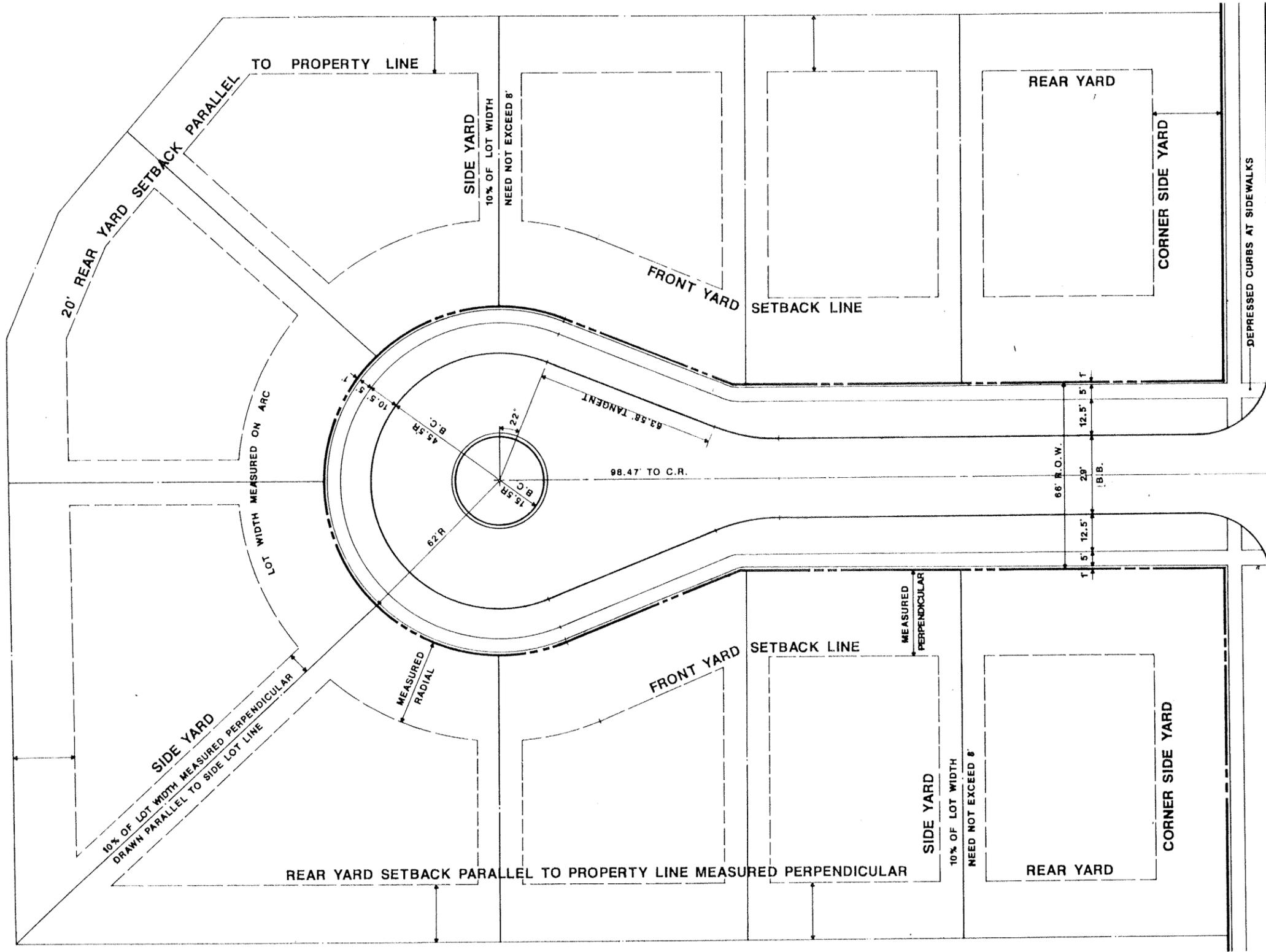
INTECH CONSULTANTS, INC.
 ENGINEER
 1101 W. WASHINGTON STREET, SUITE 200, CHICAGO, ILLINOIS 60604
 (312) 339-8900

MACOM CORPORATION
 CIVIL/DEVELOPER
 1101 W. WASHINGTON STREET, SUITE 200, CHICAGO, ILLINOIS 60604
 (312) 339-8900

C

GENERAL DEVELOPMENT PLAN
 SCALE: 1" = 1/4 MILE
 NORTH





DESIGN STANDARDS

CATEGORY	RESIDENTIAL A	RESIDENTIAL B*
MINIMUM LOT SIZE	10,000 SQ. FT.	8,000 SQ. FT.
MINIMUM LOT WIDTH (AT FRONT YARD SETBACK)	70'	60'
FRONT YARD SETBACK	30'	25'
DORMER SIDE SETBACK	25'	25'
REAR YARD	20'	20'
SIDE YARDS	10% OF LOT WIDTH NEED NOT EXCEED 8'	
MAXIMUM HEIGHT	2 1/2 STORY 35'	2 1/2 STORY 35'
ATTACHED ENCLOSED PARKING	MINIMUM 2 SPACES	

TYPICAL CUL-DE-SAC
SCALE: 1"=20' LOCAL RESIDENTIAL

- NOTE:
- ISLANDS PERMITTED AT THE DISCRETION OF THE DEVELOPER WITH CLEAR DESIGNATION FOR MAINTENANCE AND REPAIR PRIOR TO PLATTING.
 - THE ISLAND MUST BE CIRCULAR.
 - RESIDENTIAL "A" UNITS WILL HAVE A MINIMUM GROUND FLOOR AREA OF 1700 SQ. FT. FOR ONE STORY HOMES AND A MINIMUM FLOOR AREA OF 2000 SQ. FT. FOR TWO STORY HOMES.
 - RESIDENTIAL "B" UNITS WILL HAVE A MINIMUM GROUND FLOOR AREA OF 1500 SQ. FT. FOR ONE STORY HOMES AND A MINIMUM OF 1800 SQ. FT. FOR TWO STORY HOMES.
 - MINIMUM OF 25% OF THE LOTS IN THE RESIDENTIAL B AREA SHALL BE 70' MINIMUM LOT WIDTH AND 10,000 SQ. FT. MINIMUM LOT SIZE.

C-1

EXHIBIT NO.

12-29-86

COMPLETED
10/29/86

REVISOR

REVISOR

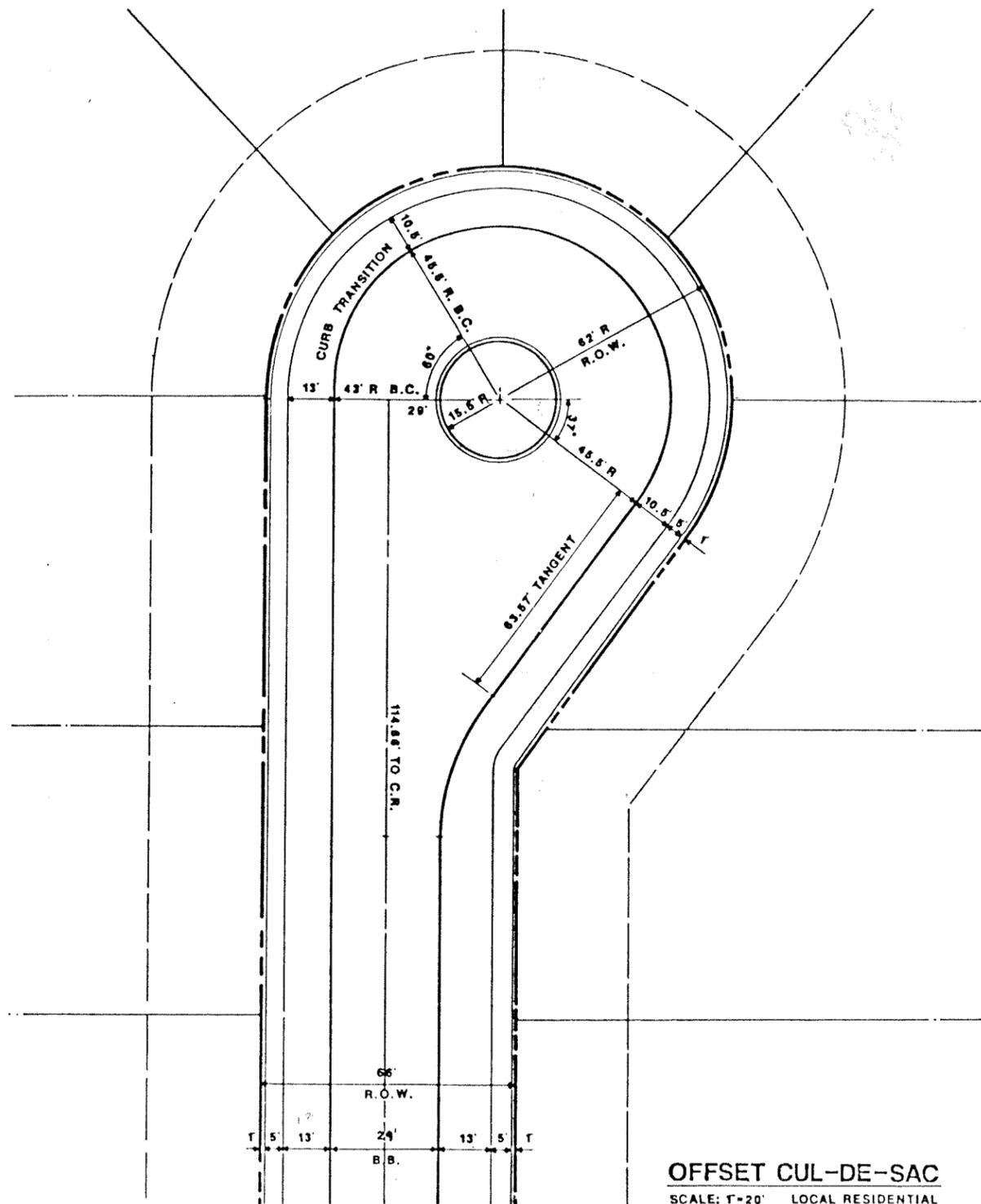
GOLF ESTATES
SINGLE FAMILY DETACHED LOT
DESIGN STANDARDS

MACOM CORPORATION
OWNER/DEVELOPER
8 & 320 CHANDELLE DRIVE
NAPERVILLE, ILLINOIS 60565

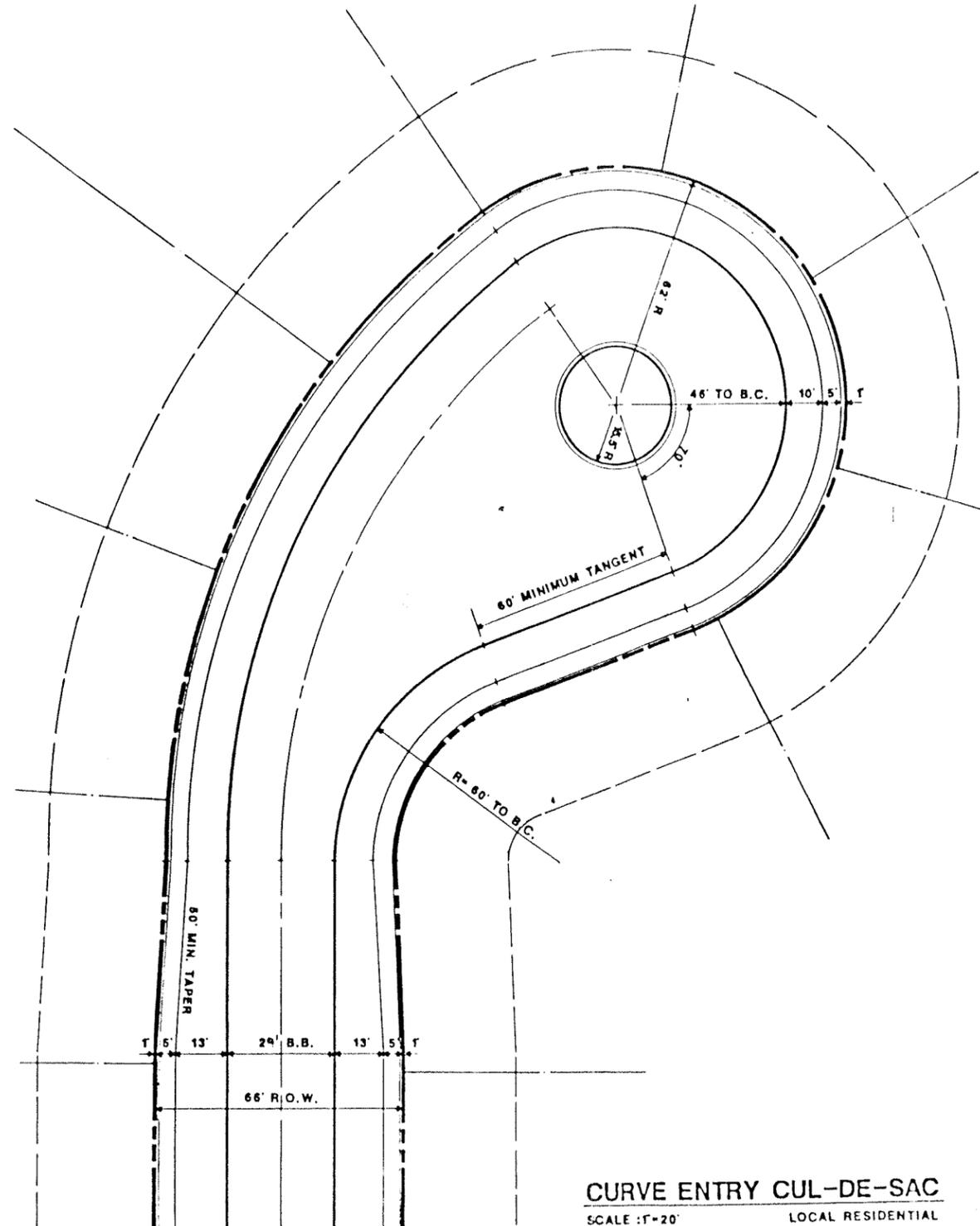
THE LANNERT GROUP
LAND PLANNING • ARCHITECTURE • DESIGN/DEVELOPMENT CONSULTANTS
ST. CHARLES, ILLINOIS 60174

(312) 369-8300
(312) 377-6900





OFFSET CUL-DE-SAC
SCALE: 1"=20' LOCAL RESIDENTIAL



CURVE ENTRY CUL-DE-SAC
SCALE: 1"=20' LOCAL RESIDENTIAL



MACOM CORPORATION
OWNER/DEVELOPER DRIVE
9 9 320 CHANDELLE DRIVE
NAPERVILLE, ILLINOIS 60563
THE LANNERT GROUP
LAND PLANNING • ARCHITECTURE • LANDSCAPE ARCHITECTURE • DESIGN/DEVELOPMENT CONSULTANTS
ST. CHARLES, ILLINOIS 60174
(312) 389-8300
(312) 377-6900

GOLF ESTATES
ALTERNATE LOCAL RESIDENTIAL
CUL-DE-SAC DESIGNS

JOB NUMBER	8601
COMPLETED	
REVISED	

EXHIBIT NO.
C-2



(312) 369-8300

MACOM CORPORATION
OWNER/DEVELOPER
9 9 320 CHARDELLE DRIVE
NAPERVILLE, ILLINOIS 60563
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ST. CHARLES, ILLINOIS 60174
ONE WEST ILLINOIS STREET

GOLF ESTATES

MULTI-UNIT AND APARTMENT
DESIGN STANDARDS
AREAS 3, 5, 7, 11, 18, 19, & 26

JOB NUMBER
8601
COMPLETED
REVISED

EXHIBIT NO.

C-3

SETBACK FROM R. O. W.

PROJECT RESIDENTIAL STREET
LOCAL RESIDENTIAL STREET
PRIVATE RESIDENTIAL STREET

	ZERO LOT LINES	CLUSTER HOMES/ DUPLEXES	TOWNHOUSES	QUADRUPLEXES	COACH HOMES	APARTMENTS AREA 3 ONLY
PROJECT RESIDENTIAL STREET	25'	25'	25'	25'	25'	25'
LOCAL RESIDENTIAL STREET	20'	20'	20'	20'	20'	NA
PRIVATE RESIDENTIAL STREET	5'	10'	10'	10'	10'	NA

PARKING (SPACES PER UNIT)

¹ OPEN

ENCLOSED (GARAGES)

2	2	2	1 ²	1 ²	CITY ORDINANCE
2	2	2	1	1	0

BUILDING CRITERIA

MAXIMUM BUILDING HEIGHT

MINIMUM DISTANCE BETWEEN BUILDINGS

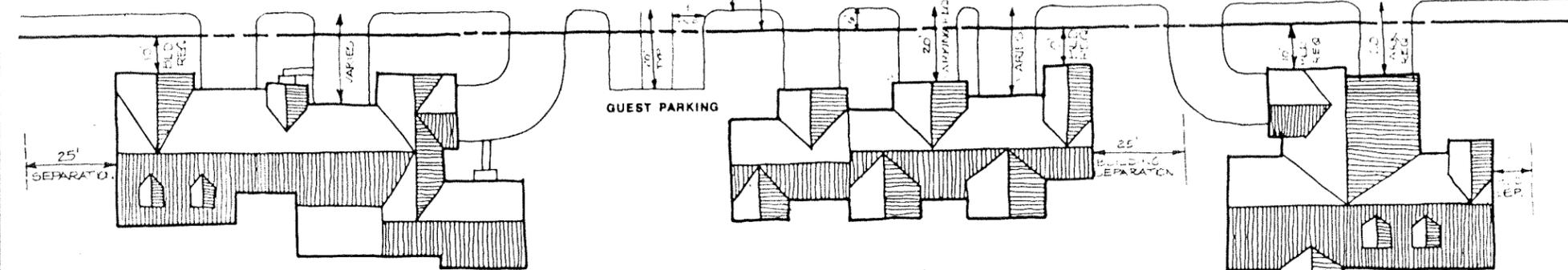
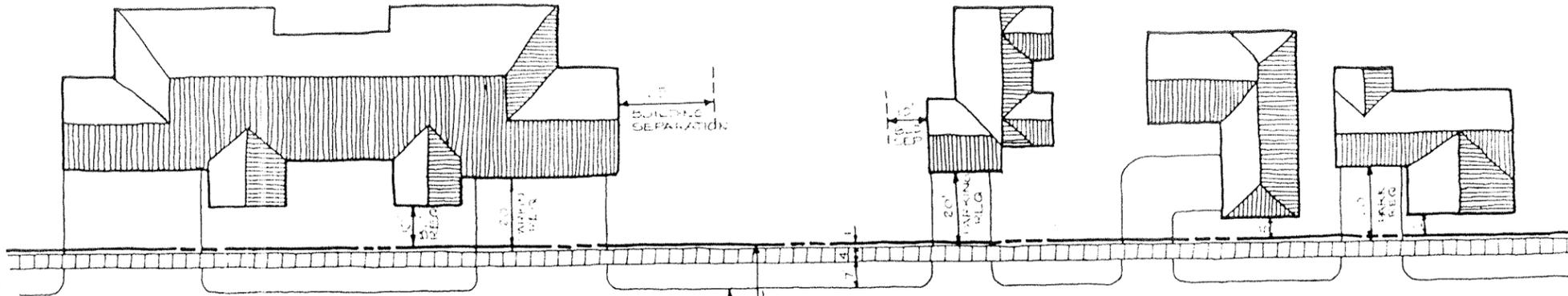
SIDE YARD SETBACK

35'	35'	35'	35'	35'	45'
10'	10'	25'	20'	20'	30'
0	0	0	0	0	0

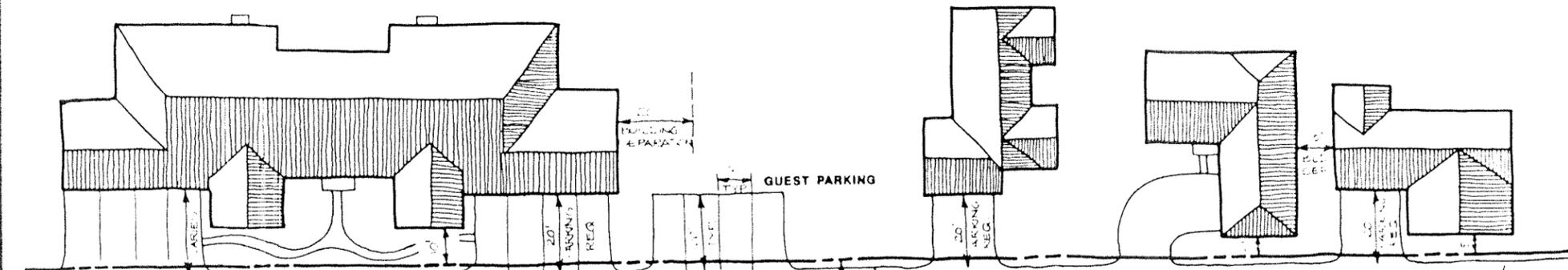
LANDSCAPE PLANS

REQUIRED IN ALL AREAS
TO INCLUDE TYPE, SIZE, AND LOCATION OF MATERIAL

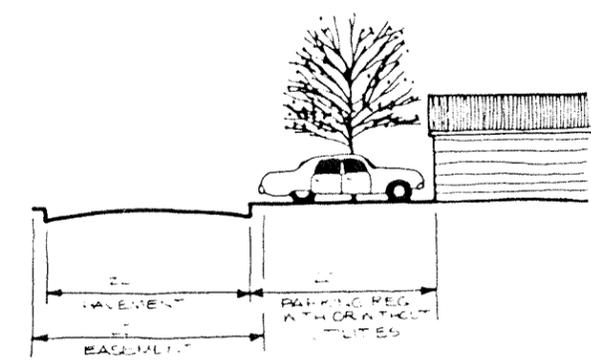
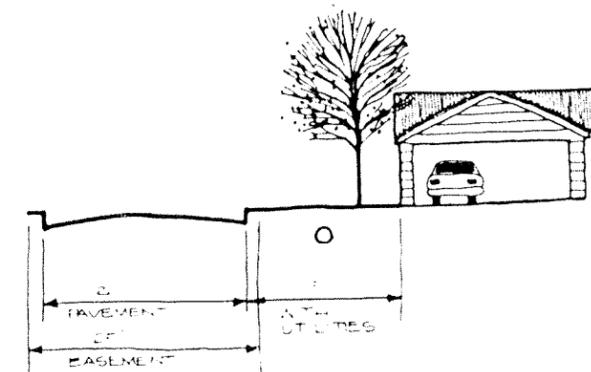
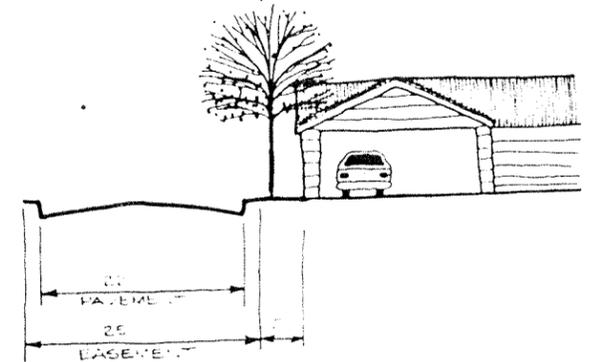
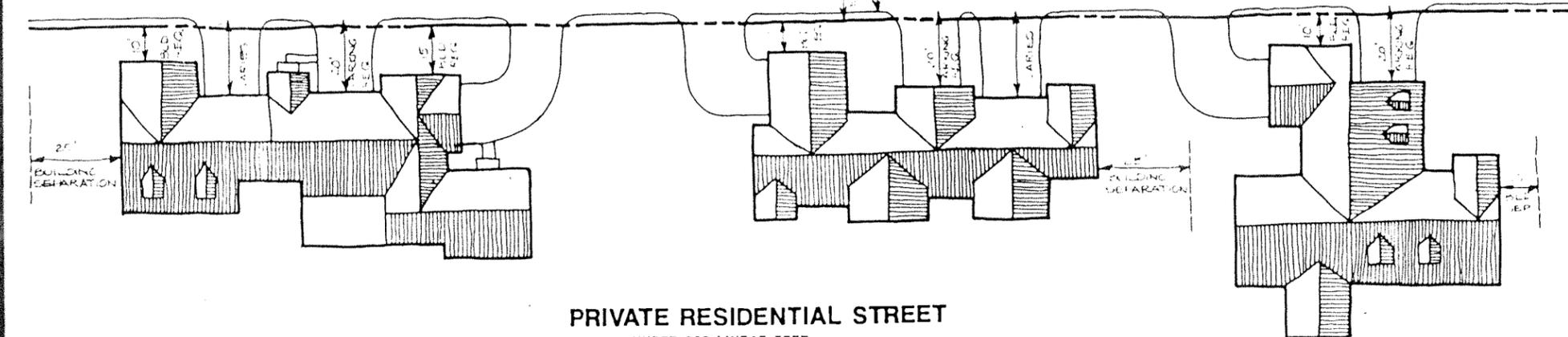
¹ PARKING PERMITTED IN R.O.W., BUT CARS CANNOT OVERHANG STREET OR SIDEWALK AND MUST BE LOCATED ON A DRIVE LEADING TO THE COVERED PARKING SPACE
² A MINIMUM OF .25 GUEST PARKING IS REQUIRED



PRIVATE RESIDENTIAL STREET
OVER 300 LINEAR FEET



PRIVATE RESIDENTIAL STREET
UNDER 300 LINEAR FEET



TYPICAL STREET SECTIONS
SHOWING OVERRIDING SETBACK CRITERIA

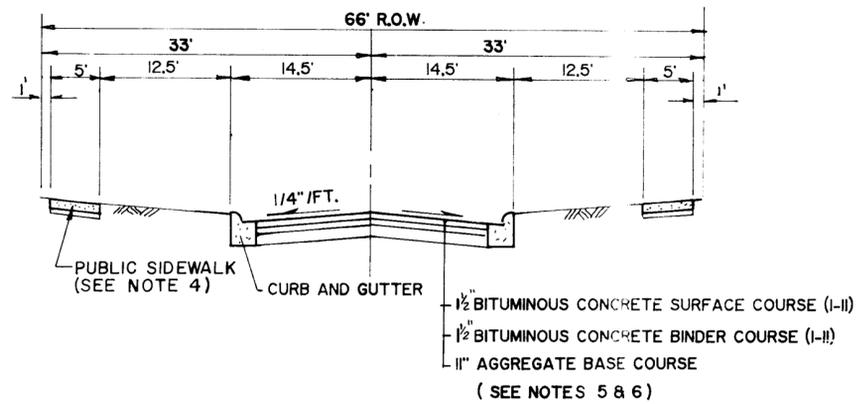


MACOM CORPORATION
OWNER/DEVELOPER DRIVE
9 S. 320 CHANDELLE DRIVE
NAPERVILLE, ILLINOIS 60565
THE LANNERT GROUP
LAND PLANNING • ARCHITECTURE • LANDSCAPE ARCHITECTURE • DESIGN/DEVELOPMENT CONSULTANTS
ST. CHARLES, ILLINOIS 60174
(312) 369-8300
(312) 377-6900

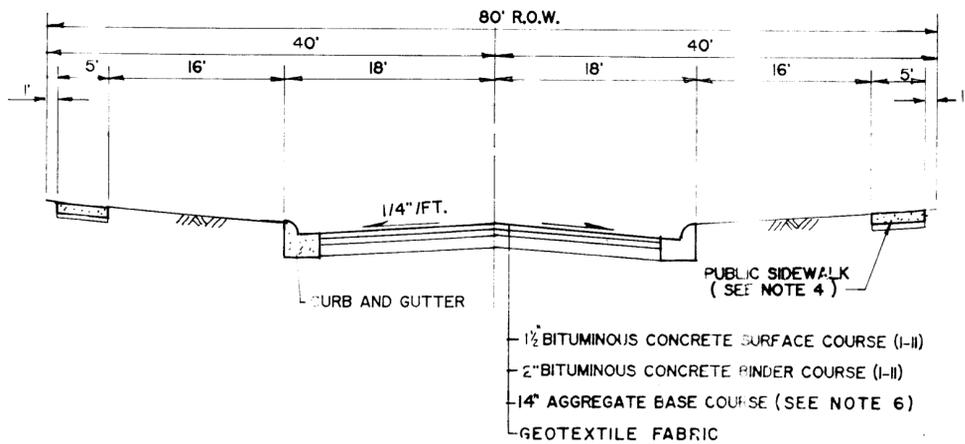
GOLF ESTATES
DESIGN STANDARD
IN GENERAL GRAPHIC FORM
AREAS 3, 5, 7, 11, 18, 19, 26

JOB NUMBER
8601
COMPLETED
REVISED

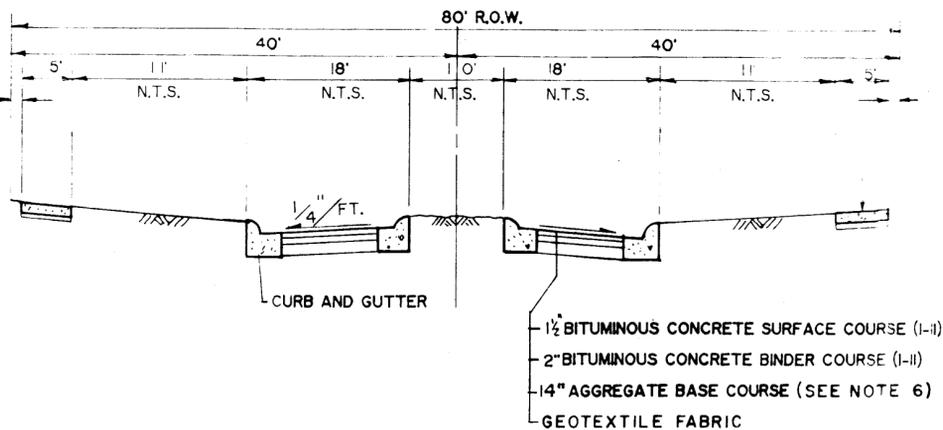
EXHIBIT NO.
C-3A



LOCAL RESIDENTIAL



PROJECT RESIDENTIAL

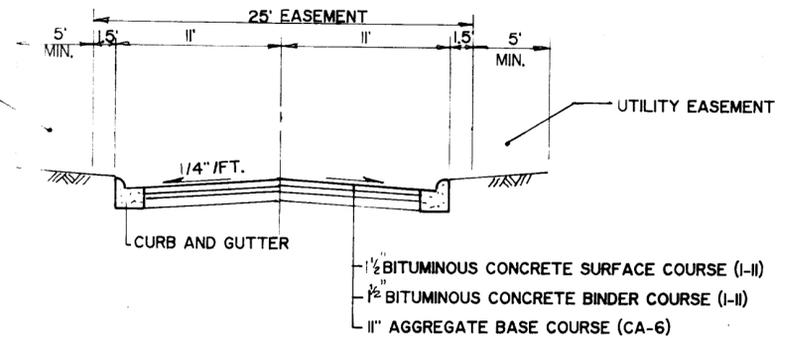


PROJECT RESIDENTIAL

ALTERNATE SECTION BETWEEN ROUTE 59 AND GOLF COURSE CLUBHOUSE

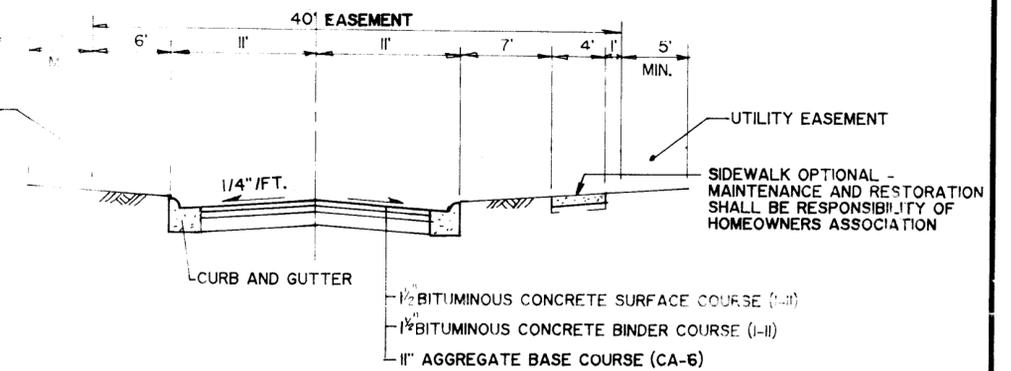
NOTES:

- All private residential streets to be maintained by homeowners association.
- All parkway trees within public rights-of-way shall be maintained by Homeowners Association.
- Parking shall not be allowed on one side of all private residential streets and shall be posted. The developer shall retain the right to designate to which side of each street the no parking restriction shall apply.
- Public sidewalk shall be 4" of concrete on minimum 4" of granular base except at driveways where 6" of concrete is required on minimum of 2" granular base.
- Geotextile fabric to be installed between subgrade and base course on local residential street where determined necessary by a reputable soils engineer mutually agreeable to City and developer.
- Where a geotextile fabric is used, the base course shall consist of a combination of a minimum of 6" of compacted CA-6 aggregate over not less than 4" of 3/4"-1" open graded stone. Where fabric is not used the base course shall consist of compacted CA-6 aggregate.
- Except as provided in Note 8 below, rolled curb & gutter shall be constructed along all internal roadways.
- B6.12 curb and gutter shall be constructed along the project residential roadway at the following locations:
 - Along 83rd Street where curb & gutter is installed.
 - From Route 55 entrance to golf course clubhouse site entrance.
 - 83rd Street entrances to first internal intersection.
 - School site (POD 9) and recreational facility (POD 4).
- Binder course shall weather one winter season or until 80% of the home construction is completed, whichever is later.



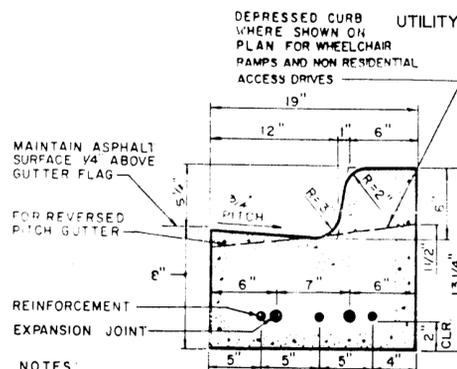
PRIVATE RESIDENTIAL

(LESS THAN 300 LINEAL FEET)



PRIVATE RESIDENTIAL

(GREATER THAN 300 LINEAL FEET)



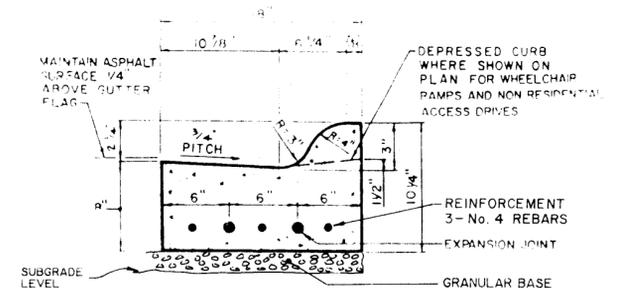
NOTES:

- EXPANSION JOINT: PLACE AT ENDS OF ALL POURS AND ALL CONSTRUCTION JOINTS AND RADII. PROVIDE NO. 6 X 18" LG. SMOOTH STEEL DOWEL BARS W/1/2" GREASE CAP THRU EXPANSION JOINTS (3/4" THICK BIT FILLER MATERIAL).
- CONTRACTION JOINT: PROVIDE 2" DEEP CONTRACTION JOINTS AT 10' INTERVALS.
- PROVIDE 1/2" GRANULAR BASE TO ENSURE UNIFORM CURB THICKNESS IF CURB SUPPORTING IS NOT USED FOR INSTALLATION.
- REBAR NOT REQUIRED IF CURB IS SLIP-FORMED.

TYPICAL B-6.12 CURB AND GUTTER SECTION

MINIMUM ROADWAY DESIGN STANDARDS								
STREET	RADIUS HORIZ. OF CURVES	LENGTH OF VERTICAL CURVES	TANGENT BETWEEN REVERSE CURVES	DISTANCE BETWEEN DRIVE OPENING/ INTERSECTING STREETS	MAXIMUM GRADIENT	MINIMUM GRADIENT	CLEAR * SIGHT DISTANCE	CURB RADII AT INTERSECTION
LOCAL RESIDENTIAL	100'	50'	50'	NA/125'	6%	1.5%	200'	25'
PROJECT RESIDENTIAL	300'	100'	100'	NA/200'	6%	1.5%	300'	30'
PRIVATE RESIDENTIAL (> 300 FT.)	100'	50'	50'	NA/125'	6%	1.5%	200'	25'
PRIVATE RESIDENTIAL (< 300 FT.)	100'	50'	50'	NA/125'	6%	1.5%	200'	25'

*The following criteria are to be utilized for checking clear sight distance:
 36" to 6" Existing vehicle to approaching vehicle
 36" to 24" Approaching vehicle to exiting vehicle
 Both of the criteria must meet or exceed the minimum clear sight distance.

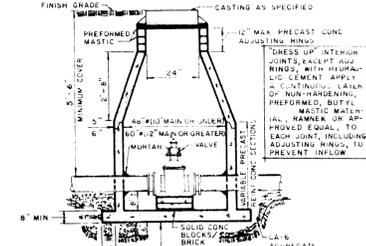


NOTES:

- EXPANSION JOINT: PLACE AT ENDS OF ALL POURS AND ALL CONSTRUCTION JOINTS AND RADII. PROVIDE NO. 6 X 18" LG. SMOOTH STEEL DOWEL BARS W/1/2" GREASE CAP THRU EXPANSION JOINTS (3/4" THICK BIT FILLER MATERIAL).
- CONTRACTION JOINT: PROVIDE 2" DEEP CONTRACTION JOINTS AT 10' INTERVALS.
- PROVIDE 1/2" GRANULAR BASE TO ENSURE UNIFORM CURB THICKNESS IF CURB SUPPORTING IS NOT USED FOR INSTALLATION.
- REBAR NOT REQUIRED IF CURB IS SLIP-FORMED.

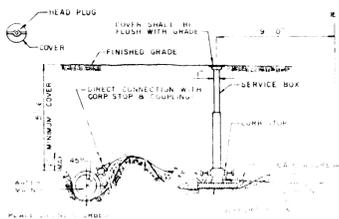
TYPICAL ROLLED CURB AND GUTTER SECTION

VALVE VAULT TYPE A



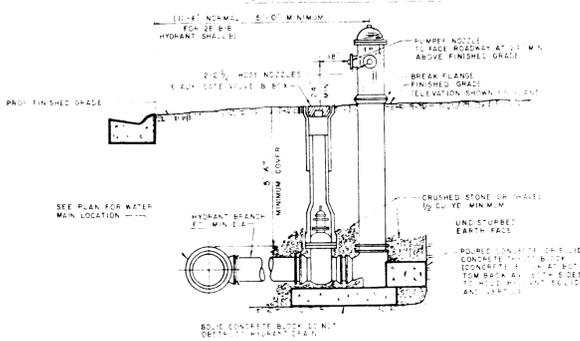
NOTES:
1. VAULT DIAMETER TO BE ONE FOOT LARGER, WHERE VALVE IS LOCATED AT THE CONNECTION OF MAIN
2. PROVIDE CA-6 AGGREGATE BACKFILL AROUND VAULT TO SUBGRADE ELEVATION, IN PAVED AREAS

WATER SERVICE CONNECTION

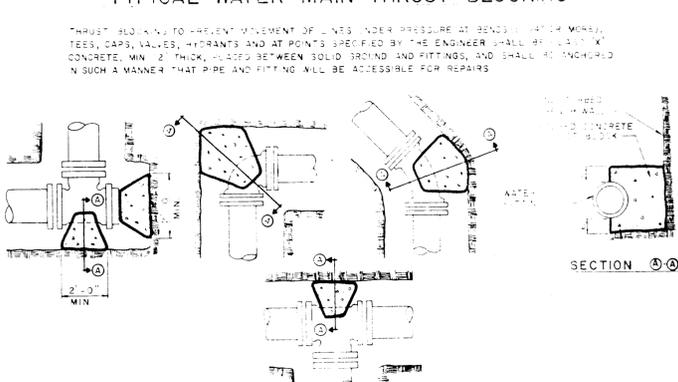


NOTES:
1. TERMINATE WATER SERVICE AT CURB STOP UNLESS OTHERWISE SHOWN ON THE PLAN

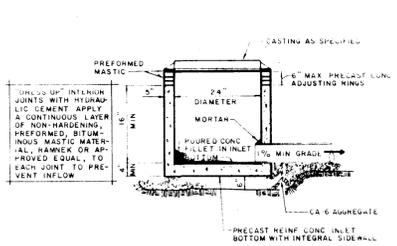
FIRE HYDRANT



TYPICAL WATER MAIN THRUST BLOCKING

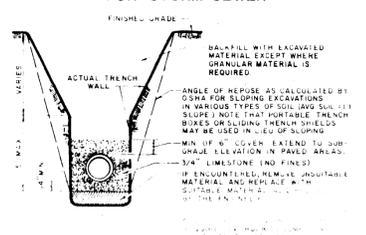


INLET TYPE A

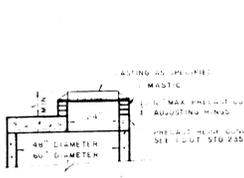


NOTES:
1. ALT. INLET BOTTOM - PRECAST REINFC CONC. BASE
2. PROVIDE CA-6 AGGREGATE BACKFILL AROUND INLET TO SUBGRADE ELEV. IN PAVED AREAS AND DETENTION AREAS

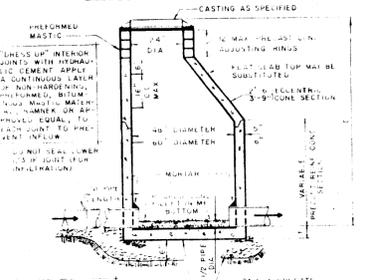
TRENCH SECTION FOR STORM SEWER



FLAT SLAB TOP

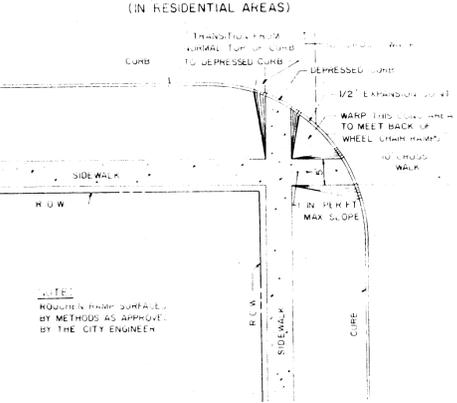


STORM MANHOLE



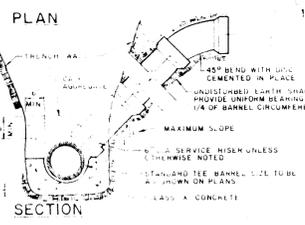
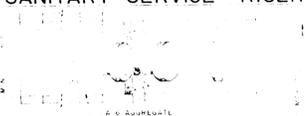
NOTES:
1. FOR STEP DETAIL SEE FIGURE 1027
2. ALT. INLET BOTTOM - PRECAST REINFC CONC. BASE
3. PROVIDE CA-6 AGGREGATE BACKFILL AROUND INLET TO SUBGRADE ELEV. IN PAVED AREAS AND DETENTION AREAS

SIDEWALK RAMP FOR WHEEL CHAIRS (IN RESIDENTIAL AREAS)



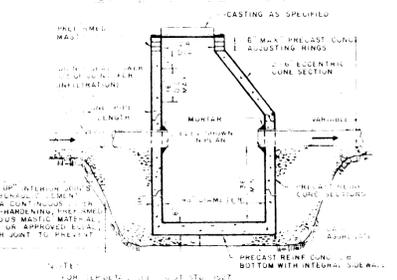
NOTE:
1. RAMP SURFACE TO BE FINISHED BY METHODS AS APPROVED BY THE CITY ENGINEER

SANITARY SERVICE RISER



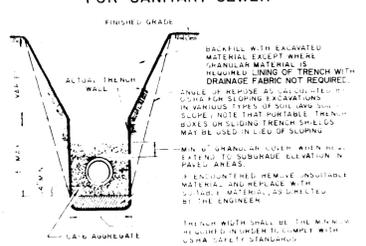
NOTES:
1. THE OPEN END OF THE LATERAL SHALL BE PROTECTED WITH EITHER PLUG OR A VERTICAL SLAT COVER
2. MAXIMUM SLOPE SHALL BE LESS THAN 1% TO WHEN IT IS NECESSARY TO SLOPE, BEARING IN UNDISTURBED SOIL
3. STAKES SHALL BE USED IF NECESSARY TO HOLD LATERAL IN PLACE

CATCHBASIN TYPE A



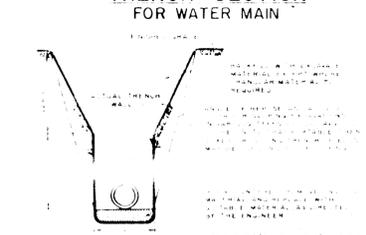
NOTES:
1. FOR STEP DETAIL SEE FIGURE 1027
2. ALT. INLET BOTTOM - PRECAST REINFC CONC. BASE
3. PROVIDE CA-6 AGGREGATE BACKFILL AROUND INLET TO SUBGRADE ELEV. IN PAVED AREAS

TRENCH SECTION FOR SANITARY SEWER



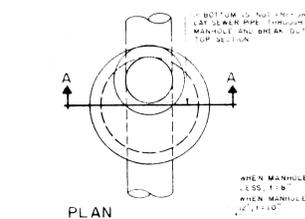
NOTE:
1. WHEN USED AS SANITARY SEWER SHALL REQUIRE GRANULAR BEDDING AND COVER AS DETAIL
2. WHEN USED AS SANITARY SEWER SHALL REQUIRE GRANULAR BEDDING ONLY

TRENCH SECTION FOR WATER MAIN

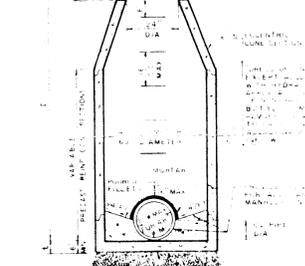


NOTE:
1. WHEN USED AS WATER MAIN SHALL REQUIRE GRANULAR BEDDING AND COVER AS DETAIL
2. WHEN USED AS WATER MAIN SHALL REQUIRE GRANULAR BEDDING ONLY

SANITARY MANHOLE



NOTE:
1. WHEN MANHOLE DEPTH IS 4 FEET OR LESS, 18" WHEN MANHOLE DEPTH IS 4 FEET OR MORE, 24"



NOTES:
1. FOR STEP DETAIL SEE FIGURE 1027
2. ALT. INLET BOTTOM - PRECAST REINFC CONC. BASE
3. PROVIDE CA-6 AGGREGATE BACKFILL AROUND INLET TO SUBGRADE ELEV. IN PAVED AREAS

UNDERGROUND IMPROVEMENTS

- Sanitary Sewer Mains and Services**
 - Material** shall be Polyvinyl Chloride Pipe (PVC), SDR 26.
 - Joints** shall be compression (ring-tite) type with integral bell and elastomeric gasket.
 - Bedding** shall be constructed with 1/4 inch to 3/4 inch size stone, with a minimum thickness of four (4) inches.
 - Cover** over the pipe shall be a minimum of four (4) feet.
 - Slope** for an 8 inch diameter pipe shall be a minimum of 0.40%. For a 6 inch diameter pipe, a minimum of 1.0%.
 - Wyes** shall be provided on the new sanitary sewers for proposed building services. All connections to existing sanitary sewers not having wyes shall be made with a "skewer tap" for building services and with a manhole for sewer extensions. All taps shall include a properly installed hub wye saddle.
 - "Hand Seal"** or similar couplings shall be used when joining pipes of dissimilar materials.
 - Services** shall extend five (5) feet inside the property line of a lot being served (single family development), or to within five (5) feet from the face of a proposed building being served (multi-family and commercial development). The termination points shall be clearly located with a blue-topped 4 inch x 4 inch stake.
 - Stakes** shall be as indicated on the Engineering plan.
- Water Main and Services**
 - Material** for the water main shall be ductile iron pipe, which shall meet or exceed the performance requirements of ASA A21.51, Class 52 cement-lined. Water service material shall be type "K" copper.
 - Joints** for the ductile iron pipe shall be the push-on (bell-tite) type.
 - Cover** over the pipe shall be a minimum of 0.5 feet.
 - Polyvinyl Encasement**, conforming to AWWA C-100-82 shall be provided for all ductile iron pipe placed in corrosive soils, as determined by the ENGINEER prior to construction.
 - Services** shall extend five (5) feet inside the property line of a lot being served (single family development), or to within five (5) feet from the face of a proposed building being served (multi-family and commercial development). The termination points shall be clearly located with a blue-topped 4 inch x 4 inch stake.
 - Stakes** shall be as indicated on the Engineering plan.
- Storm Sewer**
 - Material** shall be as indicated on the Engineering Plan. Reinforced Concrete Pipe where indicated shall meet or exceed the performance requirements of ASTM C-76, Class III (Class V for inlet roads); Ductile Iron Pipe where indicated shall meet or exceed the performance requirements of ASA A21.51, Class 51 cement-lined; PVC Pipe where indicated shall meet or exceed the performance requirements of ASTM D-2511, SDR-35.
 - Joints** for Reinforced Concrete Pipe shall be bell and spigot type with bituminous mastic; for Ductile Iron Pipe shall be the push-on (bell-tite) type; and for PVC Pipe shall be the ring-tite type.
 - Bedding** shall be constructed with 1/4 inch to 3/4 inch size stone, with a minimum thickness of four (4) inches.
 - Size** shall be as indicated on the Engineering plan.
- Trench Backfill Material**
 - Trench backfill material shall consist of CA-6 aggregate.
 - All trenches under or within 2' of an existing or proposed sidewalk, curb, pavement, or driveway are to be backfilled with trench backfill.

PAVEMENT AND EARTHWORK

Material and installation requirements for pavement and earthwork shall be in accordance with the "Standard Specifications for Road and Bridge Construction", October 1, 1983, Illinois Department of Transportation.

GOLF ESTATES
APPROVED STREET TREES

COMMON NAME	LATIN NAME
NORWAY MAPLE	ACER PLATANOIDES
SUGAR MAPLE	ACER SACCHARUM
RED MAPLE	ACER RUBRUM
RED OAK	QUERCUS RUBRA
WHITE ASH	FRAXINUS AMERICANA
AMERICAN LINDEN	TILIA AMERICANA
GREEN ASH	FRAXINUS PENNSYLVANICA
GINKGO	GINKGO BILOBA
THORNLESS HONEY LOCUST	GLEDITSIA TRIACANTHOS VAR. INERMIS
LITTLE LEAF LINDEN	TILIA CARDATA
KENTUCKY COFFEE TREE	GYMNOCLADUS DIOICUS
FLOWERING CRABAPPLE	MALUS (varities)

REQUIRED COMPONENTS OF FINAL SITE PLANS
FOR MULTIPLEX, APARTMENT AND COMMERCIAL AREAS

A. General Directions

1. Must be drawn to accurate engineering scale.
2. Must contain following information:
 - a. Scale
 - b. North arrow
 - c. Original and revision dates
 - d. Name and address of owner of record
 - e. Name and address of site plan designer

B. Written Documents

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

C. Plan Data Requirements

1. Dimensions of property.
2. Existing and proposed streets (public and private), rights-of-way, driveways, all principal and accessory buildings and their use, dimensioned building setbacks, lot sizes, sidewalks, off-street parking, service areas, open space and recreational facilities.
3. Preliminary architectural plans for all residential buildings in sufficient detail to show basic building planning.
4. The existing and proposed vehicular and pedestrian circulation systems, indicating their interrelationship and proposed treatments of points of conflict.
5. Existing and proposed utility systems including sanitary sewers, storm sewers, water, electric, gas, telephone and cable television lines, including their sizes.
6. Proposed public and private lighting system.
7. Existing and proposed easements for utility service.

8. Proposed signage indicating size and content.
9. Existing vegetation and plantings.
10. Proposed berming and fencing.
11. The location and size in acres or square feet of all areas to be conveyed, dedicated or reserved as common open spaces, public parks, recreational areas, school sites and similar public and semi-public uses.
12. Any other information necessary to clearly show the proposed site plan elements.

D. Information Regarding Contiguous Property

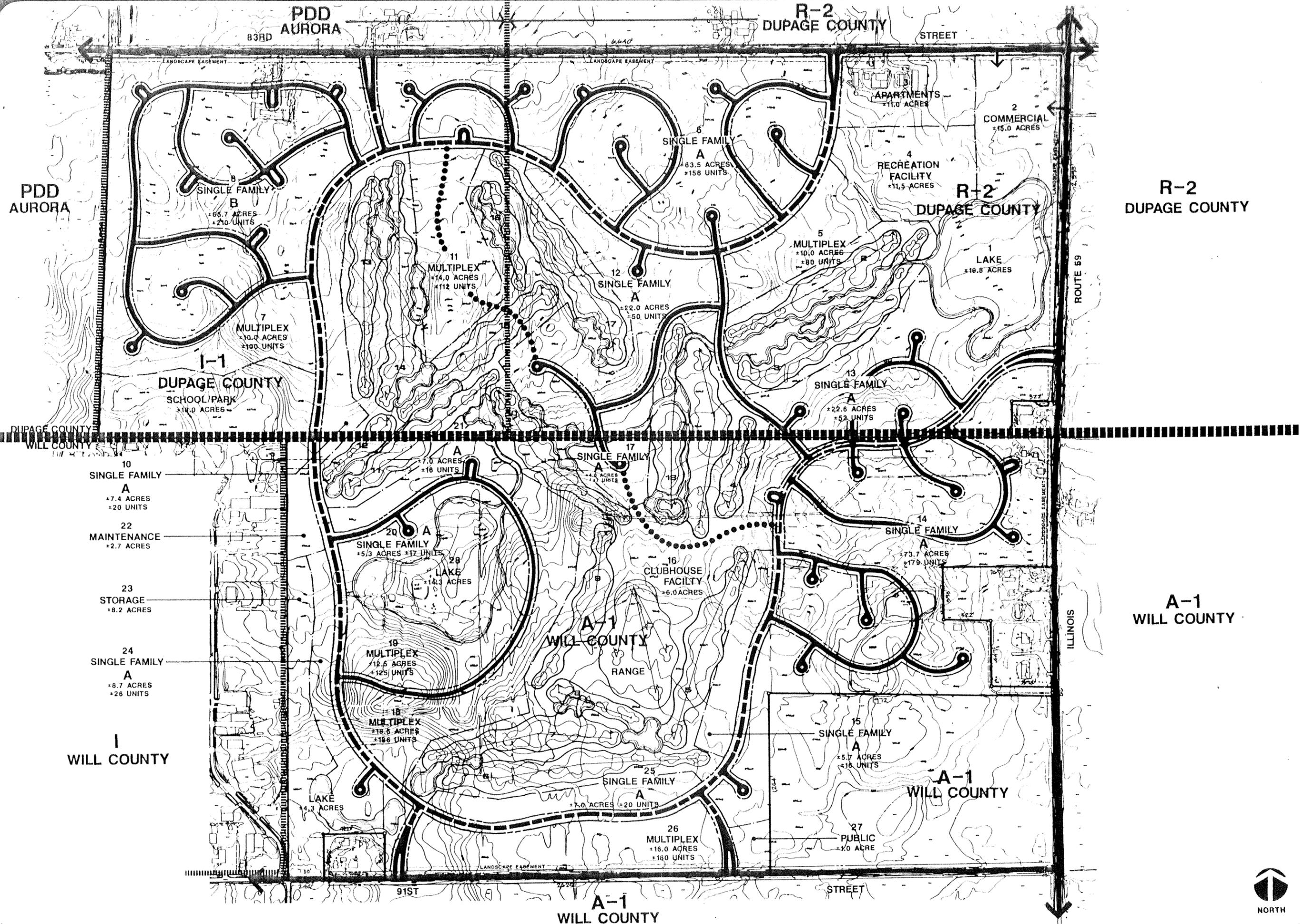
1. Location of contiguous buildings.
2. Zoning of contiguous property.
3. Land Use of contiguous property.

E. Site Data to be Provided in Lower Right-Hand Corner

1. Legal description
2. Size of property in square feet or acres
3. Current zoning
4. Proposed lot coverage of buildings by square feet and percentage
5. Proposed blacktop pavement coverage by square feet and lot percentage
6. Number of parking spaces provided
7. Number of parking spaces required by Zoning Ordinance
8. Total amount of landscaped area by square feet and lot percentage
9. Number of buildings
10. Number of dwelling units, if residential project
11. Breakdown of dwelling unit bedroom types, if residential project

F. Landscape Data to be Provided in Lower Left-Hand Corner

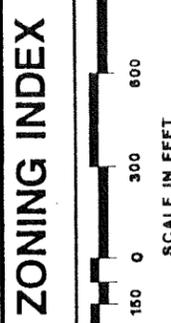
1. Number of plantings by type
2. Size of plantings at installation
3. On-center spacing for hedges
4. Caliper size of all trees at installation



(312) 388-8300

MACOM CORPORATION
 NAPERVILLE, ILLINOIS 60565
 OWNER/DEVELOPER
 9 S. 320 CHANDELLE DRIVE

THE LANNERT GROUP
 LAND PLANNING • ARCHITECTURE • LANDSCAPE ARCHITECTURE • DESIGN/DEVELOPMENT CONSULTANTS
 ST. CHARLES, ILLINOIS 60174
 ONE WEST ILLINOIS STREET
 (312) 377-6900



JOB NUMBER
8601
 COMPLETED
10/29/88
 REVISED

EXHIBIT NO.
C-9



School Donation

((1) _____ x .0183 = _____); + ((2) _____ x .0211 = _____); + ((3) _____ x .0208 = _____); = _____ total acres

Park Donation

((4) _____ x .0055 = _____ total acres

Quantity & Type of Units

Quantity & Type of Units	Quantity Pre-School Children Produced	Quantity K-5 Children Produced	Quantity 6-8 Jr.-Hl Children Produced	Quantity 9-12 Hl-School Children Produced	Quantity Adults Produced	Quantity People Produced
Detached						
2 bedroom houses	x 0.260=	x 0.270=	x 0.104=	x 0.189=	x 1.835=	x 2.658=
3 bedroom houses	x 0.285=	x 0.436=	x 0.193=	x 0.315=	x 2.000=	x 3.229=
4 bedroom houses	x 0.380=	x 0.581=	x 0.311=	x 0.419=	x 2.289=	x 3.980=
5 bedroom houses	x 0.401=	x 0.780=	x 0.556=	x 0.568=	x 2.400=	x 4.705=
Attached						
Single Family:						
1 bedroom units	x 0.444=	x 0.113=	x 0.015=	x 0.042=	x 1.52=	x 1.520=
2 bedroom units	x 0.468=	x 0.353=	x 0.097=	x 0.168=	x 1.96=	x 2.574=
3 bedroom units	x 0.654=	x 0.699=	x 0.252=	x 0.307=	x 2.00=	x 3.086=
4 bedroom units					x 2.20=	x 4.112=
Low Density Apartments:						
efficiency units	x 0.070=	x 0.052=	--	--	x 1.00=	x 1.000=
1 bedroom units	x 0.315=	x 0.213=	x 0.085=	x 0.098=	x 1.42=	x 1.542=
2 bedroom units	x 0.472=	x 0.319=	x 0.128=	x 0.188=	x 1.78=	x 2.491=
3 bedroom units	x 0.496=	x 0.556=	x 0.174=	x 0.261=	x 2.00=	x 3.107=
4 bedroom units					x 2.10=	x 3.587=
High Density Apartments:						
efficiency units	x 0.050=	x 0.026=	--	--	x 1.00=	x 1.000=
1 bedroom units	x 0.210=	x 0.065=	x 0.035=	x 0.029=	x 1.26=	x 1.336=
2 bedroom units	x 0.430=	x 0.150=	x 0.080=	x 0.092=	x 1.43=	x 1.769=
3 bedroom units					x 2.00=	x 2.752=
People Produced	Total _____	(1) Total * _____	(2) Total ** _____	(3) Total *** _____	Total _____	(4) Grand Total _____

EXHIBIT

Use the above three figures to calculate School Sites Land donat s

Use the above figure to calculate Park lands donations

EXHIBIT E

IRREVOCABLE LETTER OF CREDIT

City Clerk
City of Aurora
44 E. Downer Place
Aurora, IL 60507

RE: (name of development)

City Clerk of the City of Aurora:

The undersigned Bank of _____ by (name and title)_____, its duly authorized agent, hereby establishes and issues this Irrevocable Letter of Credit in favor of the City of Aurora in the amount of \$ _____, which such credit is available to be drawn upon by said City upon presentation to this Bank of your demand for payment accompanied by a copy of this Letter of Credit.

This letter of credit is issued for the purpose of securing and paying for the installation of the following public improvements in the aforesaid project:

Street Paving	\$ _____
Water Distribution	\$ _____
Sanitary Sewer	\$ _____
Storm Drainage	\$ _____
Street Lights	\$ _____
Sidewalks	\$ _____

Said public improvements shall be constructed by (developer)_____, our customer, in accordance with plans, specifications and cost estimates prepared by _____(engineer)_____.

The undersigned agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimates for said project without notice from said City of such amendments or modifications.

This Irrevocable Letter of Credit shall expire on _____, 19____, provided, however, the undersigned shall notify the City Clerk, by certified or registered mail, return receipt requested, at least sixty (60) days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Letter of Credit may be renewed by the issuer or our customer prior to the above expiration date by submitting a new letter of credit of the same form and substance as this Letter of Credit to the City Clerk in an amount equal to 110% of the estimated cost to complete and pay for the above described improvements.

It is agreed that failure of our customer to complete the aforesaid improvements at least thirty (30) days prior to said expiration date shall be considered a default by our customer and the issuer.

It is agreed that failure of our customer or the issuer to submit a renewed letter of credit as provided herein at least thirty (30) days prior to said expiration date shall also be considered a default by our customer and the issuer.

Demands on this Letter of Credit shall be made by presenting the issuer with a letter from the City Clerk of the City of Aurora demanding payment accompanied by the certificate of the City Clerk of the City of Aurora certifying either:

- (1) that said letter of credit will expire within thirty (30) days and has not been renewed; or
- (2) that the aforesaid improvements have not been completed by the developer at least thirty (30) days prior to the aforesaid expiration date.

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Aurora certifying that this letter of credit may be reduced and the amount by which this letter of credit may be reduced. The outstanding balance of this letter of credit shall be the face amount of this letter of credit less any amount which is discharged upon certificate of the City Clerk; provided, however, the outstanding balance of this letter of credit shall not be reduced to less than 10% of the initial face amount of this letter of credit until City Council acceptance of the aforementioned improvements and a certificate of the City Clerk certifying that the Letter of Credit has been released by the City Council of the City.

All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing collection of this Letter of Credit in accordance with its terms.

12/15/86

EXHIBIT " F "

RELEASE AND DISCHARGE OF LIABILITY

_____, for themselves, their successors, executors, heirs and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby release and forever discharge the City of Aurora, and its members, officers, agents and employees, of and from all claims, demands, damages, costs, loss of services, expense, compensation and obligations of every kind and nature that they individually and/or collectively may have against the City of Aurora, and its members, officers, agents and employees, because of or in any way growing out of, directly or indirectly the lack of water service, hydrants or other means, or any inability whatsoever, for any reason, of the City of Aurora to provide fire protection services to the property located at _____

The City of Aurora, and its members, officers, agents and employees, hereby expressly deny any and all liability in connection with the above.

_____ also shall undertake to indemnify and save harmless the City, and for or on account of the City to make defense against all claims for damages to persons or to property in connection with the above.

_____ further states that they have carefully read the foregoing release and indemnification and know the contents and that they signed the same as their own free and voluntary act.

Upon the emplacement of fire hydrant(s) and active water service being supplied within 300 feet of the property located at _____, _____ shall contact the City of Aurora Fire Marshal and, upon his/her approval, this Release shall be terminated.

By: _____

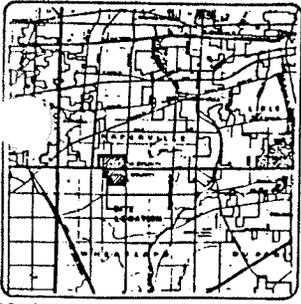
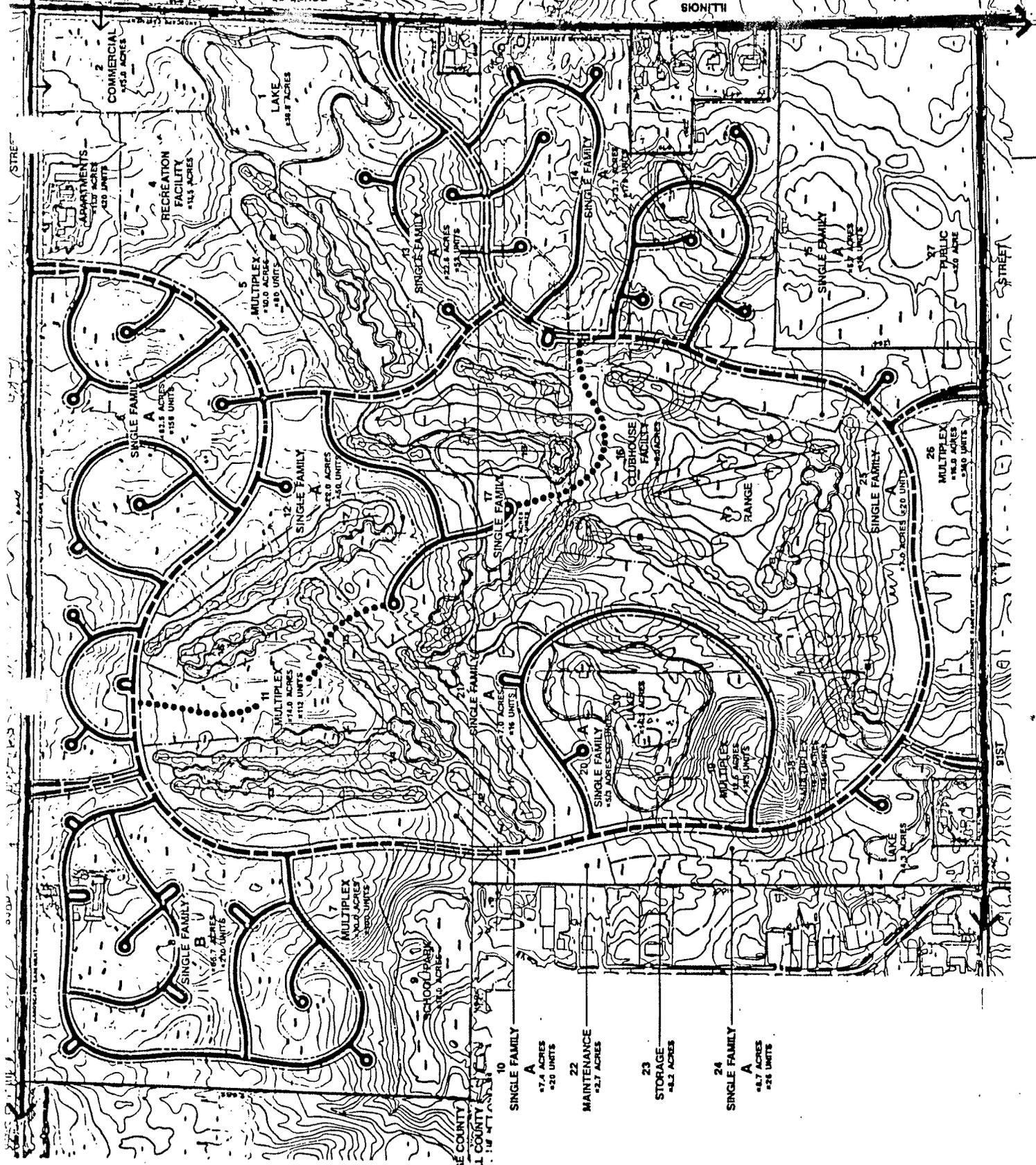
By: _____

Subscribed and sworn to before me
this _____ day of _____, 198____.

Notary Public

Termination Approved:

By: _____
City of Aurora, Fire Marshal



LAND USE		ACRES		% OF SITE	
SINGLE FAMILY	329.7	44%			
MULTIPLY	91.1	11%			
APARTMENTS	11.0	1%			
COMMERCIAL	35.9	5%			
GOLF COURSE	162.4	22%			
RECREATION/PUBLIC					
LAND USE	35.5	5%			
LAKES	30.4	5%			
R.O.W.	85.9	9%			
TOTAL	780.8	100%			

SITE DATA			
LAND USE	ACRES	UNITS	HD/AC
SINGLE FAMILY	329.7	880	2.60
MULTIPLY	91.1	763	9.41
APARTMENTS	11.0	120	12.00
TOTAL	421.8	1743	2.32

1. U.S.G.S. POINTS TO BE SHOWN UNLESS OTHERWISE SPECIFIED.
 2. DENSITY FIGURES ARE FOR THE AVERAGE NUMBER OF PROJECTED UNITS PER ACRE.
 3. AVERAGE DENSITY FIGURE.

LEGEND	
	PROJECT RESIDENTIAL STREET - NO DRIVEWAY ACCESS
	PROJECT RESIDENTIAL STREET
	LOCAL RESIDENTIAL STREET
	PRIVATE RESIDENTIAL STREET
	FIRE/EMERGENCY ACCESS LANE