

ORIGINAL

SUBMITTED BY and
RETURN TO:
City of Aurora
Planning Division
44 E. Downer Place
Aurora Il 60507

WKS/pl
PA389D04/TXT5/PLAN1
11/28/95

PETITIONER: Concord Dev. Corp.

CITY OF AURORA, ILLINOIS
ORDINANCE NO. 095-124
DATE OF PASSAGE DECEMBER 5, 1995

AN ORDINANCE PROVIDING FOR THE EXECUTION OF AN
ANNEXATION AGREEMENT PROVIDING FOR PDD ZONING WITH CONCORD DEV.
CORP. INC., THE OWNERS OF RECORD OF TERRITORY WHICH MAY BE
ANNEXED TO THE CITY OF AURORA AND WHICH IS LOCATED SOUTH OF 87TH
STREET ALONG HEGGS ROAD IN WILL AND KENDALL COUNTIES

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

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

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WHEREAS, a proposed Annexation Agreement in the form of Exhibit "A", attached hereto and included herein by reference as if fully set forth, has been duly submitted to the Corporate Authorities of the City of Aurora with the request that all required hearings be held thereon, and requesting annexation to the City of Aurora of a certain territory therein described, subject to the terms and conditions of said Annexation Agreement, pursuant to Chapter 24, Article 11-15.1-1 et seq. Illinois Revised Statutes, 1985, as amended; and

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

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

WHEREAS, the Aurora Planning Commission has held a public hearing on the petition to enter into said Annexation Agreement and the zoning amendment therein provided after due publication of notice of hearing and has submitted a recommendation to the City Council of the City of Aurora to approve the annexation agreement on said property subject to certain conditions; and

WHEREAS, the City Council held a second public hearing upon the proposed Annexation Agreement as specified in such notice; and

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

WHEREAS, Exhibit "A", attached hereto and included herein by reference as if fully set forth, in its present

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form, has been on file with the City Clerk of the City of Aurora for public inspection for at least one week; and

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

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

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

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

Section Three: That the Annexation Agreement in the form of Exhibit "A" attached hereto and included herein by reference as if fully set forth, and incorporated in and made a part of this Ordinance, is hereby approved, subject to the following conditions:

1. That at the time of the final, the City consider a 4-way stop on Hafenrichter at the school; and
2. That the developer be responsible for installing pedestrian walks or paths along all arterials where they have frontage, and both sides of an arterial where they have frontage along both sides.

Section Four: That the Mayor of the City of Aurora is hereby authorized and directed to execute such Annexation Agreement on behalf of the City, and the City Clerk is hereby authorized and directed to attest the Mayor's signature and affix the corporate seal of the City thereto.

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

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

PRESENTED to the City Council of the City of Aurora, Illinois

on DECEMBER 5, 1995.

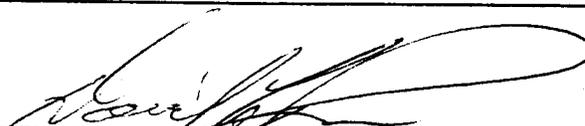
PASSED AND APPROVED by the City council of the City of Aurora,

on DECEMBER 5, 1995.

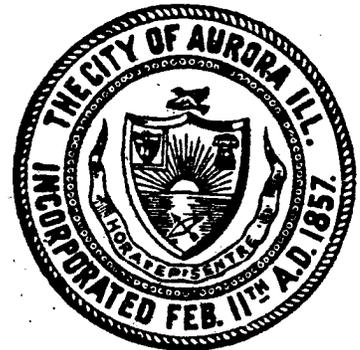
AYES 10 NAYS 0 NOT VOTING 0

SIGNED by the Mayor of the City of Aurora, Illinois, on

DECEMBER 5, 1995.



David L. Pierce Mayor
City of Aurora Illinois



ATTEST:



City Clerk Cheryl Vonnhoff

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

Case File Number A-95.389-Pa
Parcel Number(s) 01-06-400-003, 004; 01-06-200-001; 003;
01-06-300-006 01-06-100-001

Will Co.

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85 cm
74

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96 JUN 20 PM 4:00

RECORDER
DU PAGE COUNTY

Blaney

**ANNEXATION AGREEMENT
FOR
THE WHEATLANDS**

THIS ANNEXATION AGREEMENT, hereinafter referred to as "AGREEMENT", made and entered into this 5th day of ~~December~~, 1995, by and between the CITY OF AURORA, ILLINOIS, a municipal corporation, hereinafter called "CITY", and BURTON C. SMITH, AURORA LAND, LLC, AN ILLINOIS LIMITED LIABILITY CO., AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED September 19, 1991, AND KNOWN AS TRUST NUMBER 114555-08; hereinafter called "OWNER(S)" and CONCORD DEVELOPMENT CORPORATION OF ILLINOIS, hereinafter called "DEVELOPER".

WITNESSETH:

1. The Owners collectively are record title holders of the premises legally described in Attachment "A" attached hereto.
2. The Owners have attached hereto in Attachment "B" a disclosure of the beneficial owners of any land trust(s) holding title to all or a portion of said property.
3. All parties to this Agreement desire that the subject property be annexed to the City of Aurora with the benefits to the subject property being as follows:
 - a. Full development potential of the subject property.
 - b. Establishment of high quality development standards that will elevate, support and stabilize property values.
 - c. Provision of a water supply system that has been engineered to supply water services to the subject property through the year 2020 and beyond.

- d. Provision of a sanitary sewer system that has been engineered to supply services to the subject property through the Fox Metro Water Reclamation District's Facilities Planning Area.
 - e. Provision of police protection by the City's fully trained, staffed and equipped Police Department.
 - f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department.
 - g. Reduced insurance rates due to the City's Fire Department having a Class 3 rating.
4. The subject property described in Attachment "A" is contiguous to the city limits of the City of Aurora, Kane County, Illinois, and is not within the corporate limits of any other municipality.
5. This Agreement is made pursuant to 65 ILCS 5/11-15.1-1 and 65 ILCS 5/7-1-1 of the Illinois Compiled Statutes.
6. All notices, publications, public hearings, and all other matters attendant to said Agreement as required by State statute and the ordinances, regulations, and procedures of the City have been met.

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

SECTION A. Annexation and Zoning

- 1) The Owners shall file with the City Clerk a properly executed Annexation Petition pursuant to this Agreement covering the properties described in Attachment "A" not later than sixty (60) days after the execution of this Agreement.
- 2) Subsequent to the approval of this Annexation Agreement, and after proper petition therefore, the City shall adopt ordinances annexing those portions of the subject property to the City pursuant to the Annexation Petition, and subject to the terms and conditions herein.
- 3) The City shall adopt an ordinance classifying the subject property as PDD Planned Development District, and shall grant variations specified in Section D herein and adopt the Plan Description for the development as set forth in Attachment "C".
- 4) If an Annexation Petition for the subject property is not filed within 60 days, the City may:

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- a) deem this Annexation Agreement as the petition to annex and shall annex the property pursuant to this agreement; or
 - b) void this Agreement; or
 - c) grant the Owner an extension of time to file an Annexation Petition.
- 5) Within 90 days of annexation of the Subject Property to the City, Owner(s) agree(s) to petition the Fox Valley Park District and the Fox Metro Water Reclamation District for annexation of said property described in Attachment "A".
 - 6) Parties' understand and agree that fire protection will be provided by the City of Aurora Fire Department and that 70 ILCS 705/20 of the Illinois Compiled Statutes applies.

SECTION B. Duration, Applicability and Owner Responsibility

- 1) This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the subject property, or any part thereof, which is the subject of this Agreement, heirs, executors, administrators, successors, assignees, lessees, devisees and upon any successor municipalities for a period of fifteen (15) years from the date of execution hereof unless changed in accordance with law.
- 2) It is understood and agreed by the parties hereto that, in the event all or any portion of the subject property is sold or conveyed at any time during the term of this Agreement, all the obligations and responsibilities of the Owners, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Owner shall be released from all obligations which relate to any portion of the subject property as may have been sold or conveyed.
- 3) The Developer shall record a copy of this Agreement with the appropriate county recorder within thirty (30) days after execution by the parties thereto.

SECTION C. Development Review

- 1) Owner(s) and Developer agree(s) that no portion of the subject property shall be developed until and unless such development has been approved by the City in accordance with the conditions hereinafter set forth.
- 2) That the subject property described in Attachment "A" shall be governed by all of the requirements contained in the Aurora Zoning Ordinance No. 3100 except for variations which are hereinafter provided in Section D of this Agreement.

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- 3) The provisions of the Aurora Subdivision Control Ordinance shall govern all development of the subject property regardless of the size of a parcel being developed at any one time. If no subdivision plats for the subject property are required, then Owner(s) agree(s) that the public improvements and other subdivision control requirements of the Aurora Subdivision Control Ordinance shall be applicable to the subject property,
- 4) A preliminary plan is required to be approved by the City Council on the total property described in Attachment "A" prior to the approval of any preliminary plats, and final plats and plans.
- 5) A preliminary plat is required to be approved as per the Aurora Subdivision Control Ordinance prior to the approval of any final plats.
- 6) The parties agree that no part of the subject property shall be developed unless an acceptable final plan for the parcel to be developed has been submitted to and approved by the City in accordance with the Required Components of Final Site Plans attached hereto in Attachment "C". The above notwithstanding, a standard single-family detached housing lot shall not require a final plan.
- 7) Final site plans shall be accompanied by final engineering and landscape plans as required by the City.
- 8) Preliminary plats and plans, and final plats and plans may be submitted and approved simultaneously.

SECTION D. Variations and Special Uses

- 1) Approval is hereby granted for a Planned Development District with variations and conditions as set forth within the Planned Development District Plan Description as set forth in Attachment "C".

SECTION E. Roads, Public Utilities and Storm Water Retention

- 1) Owner(s) agree(s) to participate in all future, lawfully approved special service areas or special assessment projects for public improvements concerning the subject property.

Owners waive any objection to the establishment of a Special Service Area (SSA) for the Subject Property, the purpose of which would be to maintain private storm water management areas, landscaped easements and entry features in the event Homeowners Associations fail to perform such required maintenance.

- 2) Owners agree to do all that is necessary to dedicate and shall dedicate right-of-way within the Subject Property for public streets as follows:

- a. 87th Street - 33' right-of-way each side of center-line West of Eola Road.
 - b. Heggs/Eola Road - 50' right-of-way each side of center-line
 - c. Hafenrichter Road - 40' right-of-way each side of center-line
- 3) Owner(s) and City agree(s) that the access points from the public right-of-way for the subject property are hereby granted as shown on the master land use concept plan, for Eola/Heggs, Hafenrichter, 87th Street, 95th Street and the commercial site.
 - 4) The Owners agree to construct and install a double-fed water main system to provide adequate fire protection and water service for the subject property, and to connect said water mains to the existing City water system, as approved by the City. It is understood and agreed that the subject property shall be served with an 8" water line, except where uses within the development would demand a greater sized water main for fire flow purposes. In the event that water mains greater than 8" are required in order to improve the City's water distribution system, the City agrees to reimburse Developer for any oversizing costs, at the time of construction of said mains or as otherwise agreed upon.
 - 5) Owners agree to connect to the sanitary sewer system and shall pay such charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.
 - 6) The parties hereto agree that no development of the subject property shall occur until and unless adequate storm and sanitary discharge plans and other related plans have been approved by the appropriate City of Aurora Department or Departments, or agency, in charge, which approval shall not be unreasonably withheld. Said storm water control facilities shall conform to the designed criteria specified in attachment "C" to this Annexation Agreement.

SECTION F. General Provisions

- 1) Owner(s) agree(s) that the construction of buildings on the premises shall be in accordance with the Aurora Building Code requirements in force at the time of the commencement of construction.
- 2) All codes and ordinances of the City of Aurora not amended herein by this Agreement and all codes and ordinances adopted by said City after the execution and entering into of this Agreement by the parties hereto shall apply to the subject property.
- 3) Owner(s) agree(s) that all existing structures on the subject property, including signage, shall be razed and removed within one year of annexation.

- 4) Owner(s) and all successors and assigns in interest shall be limited in development of the herein described properties to the uses, and only those uses, permitted by the applicable provisions of the Aurora Zoning Ordinance.
- 5) If any section, subsection or paragraph of this Agreement shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement.
- 6) Notice. Any notice or demand hereunder from any party hereto to another party hereto shall be in writing and shall be deemed served if mailed by prepaid registered or certified mail addressed as follows:

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

If to the "Owner(s): Aurora Land, L.L.C.
1540 E. Dundee Road
Palatine, IL 60067

If to the Developer: Concord Development Corporation
1540 East Dundee Road
Palatine, IL 60067

and to: John F. Philipchuck
DOMMERMUTH, BRESTAL, COBINE &
WEST, LTD.
111 West Downer Place, Suite 300
Aurora, IL 60506

7. The Developer shall satisfy the City's School donation requirements of the School/Park ordinance by the donation of an approximately 11 acre school site to be used by the Oswego School District #308. This site is located on the South side of Hafenrichter Road, West of Eola Road. Concord's total school donation requirement per City ordinance is approximately 9.71 acres. Concord will receive a total credit of approximately \$55,250.00, said amount to be credited at the rate of \$250.00 for each residential permit issued.

The Park dedication requirement for the Subject Property shall be satisfied by the dedication of approximately 12.82 acres of park land. This donation satisfies all but approximately 3.0 acres of Concord's park land donation requirement. The balance of the requirement will be paid in cash at the issuance of each building permit.

The Developer and City shall enter into a letter agreement at the time of Final Plat approval of each residential parcel specifying the exact payments to be made.

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8. The parties hereto agree to cooperate in applying the provisions of this agreement and to fulfill the intent of the provisions set forth herein.
9. Owners and Developer agree to request an Aurora mailing address from the U.S. Postal Service for the Subject Property prior to building permit application.
10. The parties agree to enter into a School District and Fire Department Contribution Agreement containing the requirements addressing additional fees to be charged against the Subject Property to provide for City fire and emergency services and for funding the construction and furnishing of an elementary school, attached hereto as Attachment D. It is understood that said agreement shall contain requirements that will be required of other developments and property within Kendall and Will County annexed to Aurora.
11. The City agrees to adopt a recapture ordinance to reimburse Developer for the cost of any sanitary sewer under 16 inches in diameter, waterlines, storm sewers, roads or traffic-related improvements, oversizing of utility lines, including easement acquisition, engineering, construction and other costs from fees charged to owners of property which may reasonably expect to benefit from such facilities and which are not within the Subject Property. The City shall adopt the recapture ordinance within sixty (60) days following notice from Owner or Developer that the facilities are complete. The recapture ordinance shall provide for Owner or Developer to be paid a reasonable amount of interest on the amount expended in completing the facilities, roadways and other improvements, which interest shall be calculated from and after the date of completion and acceptance of the improvement, and for the payment of all recapture sums due at the time of connection, use or annexation by any benefited property owner.
12. The Parties agree that the Parties or their successors or successors in title may enforce this Agreement in any court of competent jurisdiction in an appropriate action at law or in equity, as provided in 65 ILCS 5/11-15.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of the Agreement. Further, in the event of such litigation, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such litigation.

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first written above.

OWNERS:

BURTON C. SMITH

Burton Smith

AURORA LAND, LLC,
AN ILLINOIS LIMITED LIABILITY CO.

DEVELOPER:

Concord Development Corporation
of Illinois

[Signature]

By: [Signature]

Attest: [Signature]

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, A NATIONAL BANKING ASSOCIATION,
AS TRUSTEE UNDER TRUST AGREEMENT NO. 114555-08
DATED September 19, 1991

By: [Signature]

Attest: [Signature]

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid, all the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

SIGNED by the Mayor of the City of Aurora, Illinois, on this 5th day of DECEMBER, 1995.

[Signature]
Mayor

ATTEST:

[Signature]
City Clerk

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ATTACHMENT "A"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ONE:

THE EASTERLY 445.50 FEET, AS MEASURED ALONG THE NORTH LINE OF THAT PART OF THE EAST OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE CENTER LINE OF HAFENRICHTER ROAD IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS. 03-01-200-002

PARCEL TWO:

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES SOUTHERLY OF THE SOUTH LINE OF 87TH STREET AND EASTERLY OF THE EAST LINE, AND EAST LINE EXTENDED OF A SUBDIVISION DEPICTED ON A PLAT RECORDED IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AS DOCUMENT NO. R92-170434 AND KNOWN AS FOUR POINTS, IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS. 07-31-301-001

PARCEL THREE:

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 9.73 CHAINS THEREOF, IN WILL COUNTY, ILLINOIS. 01-06-100-001

PARCEL FOUR A:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE DRAWN EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER WHICH IS 1,128.46 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, IN WILL COUNTY, ILLINOIS. 01-06-200-002

PARCEL FOUR B:

THAT PART OF THE WEST HALF OF SECTION 6, TOWNSHIP 37 NORTH 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION WHICH IS 9.73 CHAINS (642.18 FEET) NORTHERLY OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1,809.96 FEET TO THE EAST LINE OF SAID WEST HALF. THENCE SOUTHERLY ALONG SAID EAST LINE, 1,094.46 FEET TO THE CENTER LINE OF HAFENRICHTER ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE 2,008.58 FEET TO SAID WEST LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 241.55 FEET TO THE POINT OF BEGINNING, IN WHEATLAND TOWNSHIP. 02-06-100-002

PARCEL FOUR C:

THAT PART OF THE WEST HALF OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 918.26 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1,838.92 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE, 1,271.06 FEET TO THE CENTERLINE OF HAFENRICHTER ROAD. THENCE NORTHWESTERLY ALONG SAID CENTERLINE, 2,008.58 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 400.63 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 1,725.72 FEET TO THE POINT OF BEGINNING, IN WHEATLAND TOWNSHIP, ALL IN WILL COUNTY, ILLINOIS. 01-06-300-007

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AT THE NORTHWEST CORNER OF THE SOUTH 14 RODS 4 7/8 FEET (235.88 FEET) OF THE SOUTHWEST 1/4 OF SAID SECTION 6, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 14 RODS 4 7/8 FEET, A DISTANCE OF 44.91 FEET. THENCE NORTHEASTERLY, 336.00 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 175.0 FEET, NORMALLY DISTANT, NORTH OF SAID NORTH LINE WHICH POINT IS 566.67 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE EASTERLY ALONG SAID PARALLEL LINE, 1113.53 FEET TO A POINT WHICH IS 100.00 FEET, NORMALLY DISTANT, WESTERLY OF THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHEASTERLY, 105.70 FEET TO A POINT OF SAID EAST LINE WHICH IS 141.31 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID SOUTH 14 RODS 4 7/8 FEET; THENCE NORTHERLY ALONG SAID EAST LINE, 541.06 FEET TO A LINE DRAWN PARALLEL WITH SAID SOUTH LINE FROM A POINT ON SAID WEST LINE WHICH IS 918.26 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE WESTERLY ALONG SAID PARALLEL LINE 1839.92 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE 682.38 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 01-06-300-006

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P/A
87TH ST / KAUTE RD.
VACANT PROPERTY
Aurora, IL 60505

ATTACHMENT "B"

**DISCLOSURE OF
BENEFICIAL OWNERS
OF LAND TRUST**

Ronald J. Benach - 100%

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A Plan Description for
Aurora Group Properties
Planned Development District Pursuant to
Section 14.7 of the Aurora Zoning Ordinance

R96-103193

Approved On _____

Ordinance # _____

ATTACHMENT C to ANNEXATION AGREEMENT

Plan Description for Aurora Group Properties
Planned Development District

This document shall be attached to and shall supplement and implement the following agreements and ordinances:

- (i) the Annexation Agreement by and between the City of Aurora, Illinois, an Illinois municipal corporation ("City"), Ruby Jane Scott and Roberta Jean Ioder, ("Owners"), and Montalbano Builders, Inc., an Illinois corporation ("Montalbano" Annexation Agreement);
- (ii) the Annexation Agreement by and between the City, Burton C. Smith, Aurora Land, LLC, an Illinois limited liability company, American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated September 19, 1991 and known as Trust Number 11455-08, and Concord Development Corporation of Illinois (Wheatlands Annexation Agreement);
- (iii) the Annexation Agreement by and between the City, LaSalle National Trust N.A., Trust No. 118593, and Greater Midwestern Development, Inc. (Colony South Annexation Agreement);
- (iv) the Annexation Agreement by and between the City, Old Kent State Bank f/k/a Illinois Regional Bank, N.A. Elmhurst, as Trustee under Trust Agreement #5935 and Lakewood Homes, Inc. (Lakewood Homes Annexation Agreement);
- (v) the ordinance establishing a "Planned Development District" and approving the special uses, zoning variations and general development for the property commonly known as the Aurora Group Properties, legally described on Attachments A-1 through A-4 to Plan Description, attached hereto and incorporated herein ("Subject Property");
- (vi) the resolution approving the Master Land Use Concept Plan as may be amended from time to time for the Subject Property pursuant to this Plan Description and Attachment B to Plan Description, the Master Land Use Concept Plan for Aurora Group Properties;
- (vii) the resolution approving the Preliminary Plan and Plat as may be amended from time to time for the Subject Property or portions thereof, pursuant to this Plan Description and Attachment B to Plan Description, the Master Land Use Concept Plan for Aurora Group Properties; and

(viii) the resolution approving the Final Plan and Plat as may be amended from time to time for the Subject Property or portions thereof, pursuant to this Plan Description and Attachment B to Plan Description, the Master Land Use Concept Plan for Aurora Group Properties.

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**A PLAN DESCRIPTION FOR AURORA GROUP PROPERTIES
PLANNED DEVELOPMENT DISTRICT PURSUANT TO
SECTION 14.7 OF THE AURORA ZONING ORDINANCE**

I. QUALIFYING STATEMENTS

A. PURPOSE

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

Wheatlands Developer shall mean Concord Development Corporation of Illinois, or its successors and assigns who bring Parcels W-1, W-2, W-3, W-4, W-5, W-6 and W-7, "Wheatland Parcels", of the Subject Property to a more complete, complex, or desirable state.

Montalbano Developer shall mean Montalbano Builders, Inc., or its successors and assigns who bring Parcels T-1, T-2, T-3 and T-4, "Montalbano Parcels", of the Subject Property to a more complete, complex, or desirable state.

Colony South Developer shall mean Greater Midwestern Development, Inc. or its successors and assigns who bring Parcels G-1, G-2 and G-3, "Greater Midwestern Parcels", of the Subject Property to a more complete, complex, or desirable state.

Lakewood Developer shall mean Lakewood Homes, Inc. or its successors and assigns who bring Parcels L-1, L-2, and L-3, "Lakewood Parcels", of the Subject Property to a more complete, complex, or desirable state.

B. INTENT

This Plan Description and the Planned Development District described herein are intended to promote and protect the public health, safety morals, comfort, and general welfare of the area; to provide for the orderly, balanced and efficient growth and development of the City of Aurora ("City") through the positive integration of land use patterns, functions, and circulation systems; to protect and enhance those assets and values that establish the desirable quality and general livability of the City; to encourage new development contiguous to existing development; to guide and promote development to areas where public utilities, public roads, and municipal services are either available or planned; to encourage residential development in close proximity to places of work, shopping and recreation; to promote an accessible open space system that would be based on the various needs generated by the community; to guide development into energy efficient land use patterns; to insure

open space and a major Park/Stormwater Management Facility approximately 19 acres in size.

Parcels G-1 through G-3 are intended to be developed by the Colony South Developer for 137 single family detached homes and 82 duplex homes.

Parcels L-1 through L-3 are intended to be developed by the Lakewood Homes Developer for 138 single family homes and 126 attached single family homes.

C. PROJECT PHASING

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

1. Phasing Schedule for the Wheatlands Parcels
 - a. Phase One, Parcels W-1, W-2, Part of North Section W-4, West Part of W-5, W-6; begin 1996
 - b. Phase Two, Parcels East Part W-5, W-3; begin 1997
 - c. Phase Three, W-4 (South part), W-6 (South part), W-5 (South part - school site); begin 1998

2. Phasing Schedule for the Montalbano Parcels

Final development plans and final subdivision plats for Montalbano Parcels will be submitted in phases. As of the date of the Annexation Agreement to which this Plan Description is attached, the Montalbano Developer intends to file final development plans and final plats for the residential parcels in phases consisting of approximately fifty to sixty dwelling units per phase and two phases for the open space/retention/park site in the following sequence:

- a. Phase One, Parcel T-4; begin 1996
 - b. Phase One, Parcels T-1, T-2 and T-3; begin 1996
 - c. Phase Two, Parcels T-1, T-2, and T-3; begin 1997
 - d. Phase Three, Parcels T-1, T-2 and T-3; begin 1998
 - e. Phase Two, Parcel T-4; begin 1997
3. Phasing Schedule for Colony South Parcels
 - a. Phase One, Parcel G-1, G-2 and G-3; begin 1996
 4. Phasing Schedule for Lakewood Homes Parcels
 - a. Phase One, Parcel L-1; begin 1997
 - b. Phase Two, Parcel L-2; begin 1997

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Hafenrichter Road is designated commercial and is surrounded by an area designated medium density residential, 6 to 12 units per acre.

2. Surrounding Property

The City of Aurora Comprehensive Plan designates the surrounding property as low density residential.

III. DEVELOPMENT STANDARDS FOR EACH LAND USE PARCEL

A. ZONING

The Planned Development District is intended to be developed by a minimum of four separate developers and shall be divided into seventeen (17) separately identified "Parcels" as designated on the Master Land Use Concept Plan, which is attached to and incorporated herein as Attachment B to Plan Description.

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

A-1.1 Regulations Applicable to All Residential-Single Family Parcels: W-1, W-2, W-3, T-1, T-2, L-1 and G-1

A-1.2 Statement of Intent

a. Parcel W-1

Parcel W-1, referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 62.9 gross acres with a minimum of 59.9 acres and a maximum of 63.9 acres, designated as "Single Family". Upon approval of this document, Parcel W-1 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. This land use area is intended for the construction of single family detached residential use consisting of 215 residences and private open-space, wetlands areas and stormwater detention/retention.

b. Parcel W-2

Parcel W-2, referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 60.6 gross acres with a minimum of 57.6 acres and a maximum of 63.6 acres, designed as "Single Family". Upon approval of this document, Parcel W-2 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. This land use area is intended for the construction of single

g. Parcel G-1

Parcel G-1, referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 39 gross acres with a minimum of 36 acres and a maximum of 42 acres, designated as "Single Family". Upon approval of this document, Parcel L-1 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. This land use area is intended for the construction of Detached Single Family Residences, consisting of 137 homes.

A-1.3 Specific Rules and Definitions

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

A-1.4 Permitted Uses

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

A-1.5 General Provisions

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

a. Plan Approval

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

b. Signs

- c. Lot Size and Width: Parcels W-2, T-2, L-1
 - i) Minimum lot size = 8,000 square feet
 - ii) Minimum lot width = 60 feet

- d. Lot size and Width: Parcel W-3
 - i) Minimum lot size = 8,000 square feet
 - ii) Minimum lot width = 55 feet

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

- f. Minimum floor area per dwelling unit: Parcels W-1, W-2, W-3, T-1, T-2, L-1, G-1
 - = 1,150 sq. ft. (One Story Homes)
 - = 1,450 sq. ft. (Two Story Homes)

- g. Maximum Building Height - 35 feet

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

A-2.1 General Regulations Applicable to All Multiplex and Duplex Parcels: W-4, T-3, L-2, and G-2

A-2.2 Statement of Intent

- a. Parcel W-4

Parcel W-4, referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 95.6 gross acres, with a minimum of 92.6 acres and a maximum of 98.6 acres, designated as "Multiplex". Upon approval of this document, Parcel W-4 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. Additionally, this parcel will also include approximately twelve (12) acres of private open space, stormwater detention/retention. These areas are intended for the construction of 588 Attached Single Family Residence/Townhomes.

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b. Parcel T-3

Parcel T-3 referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 24 gross acres, with a minimum of 22.5 acres and a maximum of 25 acres, designated as "Multiplex". Upon approval of this document, Parcel T-3 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. Parcel T-3 is intended to be developed for single family attached residential use, consisting of one hundred ninety (190) dwelling units at a gross density of 8.5 dwelling units per acre, and private open space.

c. Parcel L-2

Parcel L-2, referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 29 gross acres with a minimum of 26 acres and a maximum of 32 acres, designated as "Multiplex". Upon approval of this document, Parcel L-2 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. Additionally, this parcel will also include approximately ten (10) acres of private open space/detention. These sections are intended for the construction of Attached Single Family Residences/Townhomes consisting of 126 units.

d. Parcel G-2

Parcel G-2, referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 18 gross acres with a minimum of 17 acres and a maximum of 21 acres, designated as "Duplex". Upon approval of this document, Parcel G-2 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. This parcel is intended for the construction of 82 Attached Single Family Homes (Duplexes).

A homeowner's association shall be established for this parcel. The association shall be responsible for all exterior maintenance on the duplex structures. The City shall have review of the architectural exterior components of the structures. A majority of the garage's shall be side loaded so as not to have the garage doors facing directly on the public street. Shared drives shall be discouraged, but where deemed necessary such drives shall be constructed 18' in width.

A-2.3 Specific Rules and Definitions

The sections of this Plan Description pertaining to Signs, Landscaping and Screening and Parking and Loading may contain reasonable variations from the approved Plan Description provided that such variations do not reduce the area set aside for common open space by more than five percent

or increase or decrease by more than ten percent the Regulations applicable to each specific parcel as set forth in this Section III.

A-2.4 Permitted Uses

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

Duplex units (Parcel G-2 only)

A-2.5 General Provisions

Except as modified herein, the development of the Multiplex parcels shall be governed by the provisions of the Aurora Zoning Ordinance, including, but not limited to the provisions of Section 11-6, "R-5 Multiple-Family Dwelling District", and by the provisions presented in this Section III(B). The development of the Duplex parcel shall be governed by the provisions of the Aurora Zoning Ordinance, by specific references to Section 11.2, "R-4A District, and by the specific provisions applicable to each Duplex parcel as set forth in this Section III(A).

a. Plan Approval

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

b. Signs

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

c. Landscaping and Screening

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

d. Parking and Loading

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

A-2.6 Nonconforming Buildings and Uses

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

A-2.7 Special Uses

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

A-2.8 Accessory Building and Uses

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

A-2.9 Bulk Restrictions

- a. **Maximum Lot Area Coverage by Buildings, Driveways and Parking Spaces - Forty percent (40%) of the area of the zoning lot.**
- b. **Minimum Set Back Requirements from Public Right of Way:**
 - i) Exterior Front Yard - 25 ft.
 - ii) Exterior Side Yard - 20 ft.
 - iii) Exterior Rear Yard - 30 ft.
- c. **Minimum Interior Yard Set Back Requirements**
 - i) Front yard setback = 25 feet from back of curb
 - ii) In lieu of minimum side and rear yards, the following separation requirements shall apply between building facades:
 - (a) Side to side = 20 feet
 - (b) Side to rear = 30 feet
 - (c) Rear to rear = 40 feet
 - (d) Front to front = 40 feet
- d. **Minimum Floor Area per Dwelling Unit: Parcel W-4, L-2, T-3**

- = One - Story Homes from 900 sq. ft. total ground floor area per unit.
- = Two - Story Homes from 1,000 sq. ft. total floor area per unit.
- e. Minimum Floor Area Per Dwelling Unit: Parcel G-2
 - = Two - Story Homes from 1200 sq. ft., combined floor area of 2,400 sq. ft.
- f. Maximum Density - 8.5 dwelling units per gross acre
- g. Lot width and area = no requirement except for Parcel G-2 to which the following requirements apply:
 - = 10,000 sq. ft., 75 ft. wide at building line
- h. Maximum floor area ratio = 1.0
- i. Maximum Building Height - 35 feet
- j. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards, but may not encroach into any City utility easement.

A-3.1 General Regulations Applicable to All Park/Retention/Open Space Parcels: W-5, T-4, L-3, G-3

A-3.2 Statement of Intent

a. Parcel W-5

Parcel W-5, referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 36.5 gross acres, with a minimum of 33.5 acres and a maximum of 39.5 acres, designated as "Park". Upon approval of this document, Parcel W-5 shall be designated as "PDD" (Planned Development District) on the City of Aurora Zoning Map. Upon acceptance by a public entity, Parcel W-5 shall be designated as "P" on the City of Aurora Zoning Map. Parcel W-5 is intended to be developed as public park sites, an elementary school site and stormwater retention/detention.

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b. Parcel T-4

Parcel T-4 referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 19 gross acres, with a minimum of 17 acres and a maximum of 21 acres, designated as "Open Space/Retention/Park Site". Parcel T-4 is intended to be developed for public and private open space, stormwater retention and recreational use. As depicted on the Master Land Use Concept Plan, a portion of this Parcel T-4 is designated for stormwater detention and is part of a regional storm water lake system. The remaining area of Parcel T-4 is designated for public park use. Upon approval of this document, Parcel T-4 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. Upon acceptance by a public entity, Parcel T-4 shall be designated as "P" on the City of Aurora Zoning Map.

c. Parcel L-3

Parcel L-3, referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 5 acres designated as "Park". Upon approval of this document, Parcel L-3 shall be designated as "PDD" on the City of Aurora Zoning Map. Upon acceptance by a public entity, Parcel L-3 shall be designated as "P" on the City of Aurora Zoning Map. These sections are intended to be developed as public park sites. Developer shall be given credit against future park donation requirements on adjacent property for any park land being dedicated in excess of that required by City ordinances.

e. Parcel G-3

Parcel G-3, referenced as such within this document and on the Master Land Use Concept Plan attached hereto, shall be approximately 12 gross acres with a minimum of 9 acres and a maximum of 15 acres, designated as "Park". Upon approval of this document, Parcel G-3 shall be designated as "PDD" (Planned Development District) on the City of Aurora Zoning Map. Upon acceptance by a public entity, Parcel G-3 shall be designated "P" on the City of Aurora Zoning Map. These sections are intended to be developed as public park sites.

A-3.3 Specific Rules and Definitions

The sections of this Plan Description pertaining to Signs, Landscaping and Screening and Parking and Loading may contain reasonable variations from the approved Plan Description provided that such variations do not

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reduce the area set aside for common open space by more than five percent or increase or decrease by more than ten percent the Regulations applicable to each specific parcel as set forth in this Section III.

a. Plan Approval

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

b. Signs

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

c. Landscaping and Screening

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

c. Parking and Loading

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

A-3.4 Permitted Uses

Permitted Uses - Public and private open space, storm water detention/retention; elementary school (Parcel W-5 only). Upon acceptance of any Park/Retention/Open Space parcel by the Fox Valley Park District, permitted uses shall also include the enumerated permitted uses in the Public Open Space/Recreation/Park District zoning district as set forth in Section 10.10 of the Aurora Zoning Ordinance.

A-3.5 General Provisions

Except as modified herein, the development of the Park/Retention/Open Space parcels shall be governed by the provisions of

the Aurora Zoning Ordinance, including, but not limited to the provisions of Section 10.10, "Public Open Space/Recreation/Park District", and by the provisions presented in this Section III(A).

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

A-3.6 Nonconforming Buildings and Uses

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

A-3.7 Special Uses

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

A-3.8 Accessory Building and Uses

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

A-3.9 Bulk Regulations

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

A-4.1 Regulations Applicable to All Commercial Parcels: W-6, W-7

A-4.2 Statement of Intent

a. Parcel W-6

Parcel W-6 referenced as such within this document and on the Master Land Use Concept Plan attached, is approximately 6.5 gross acres in size, with a minimum of 5 acres and a maximum of 8 acre and designated as "Commercial". Upon approval of this document. Parcel W-6 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. This parcel shall be used for general retail, office and business uses as permitted in the B-2 General Retail District. It shall include an approximately 1.5 acre fire station site that will be transferred to the City of Aurora.

b. Parcel W-7

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Parcel W-7, referenced as such within this document and on the Master Land Use Concept Plan attached, is approximately 1 gross acre in size, with a minimum of 1 acre and a maximum of 1.5 acres, and designated as "Office". Upon approval of this document, Parcel W-7 shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map.

A-4.3 Specific Rules and Definitions

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

A-4.4 Permitted Uses

Permitted uses will be subject to the provisions of Section 12.3-1 of the current Aurora Zoning Ordinance. On Parcel W-6, a gasoline service station including a mini-mart and car wash shall be considered a permitted use and subject only to site plan approval. Parcel W-6 shall include a public fire station. Parcel W-7 may only be used as a day care center unless specifically granted an office use through the final plan procedure.

A-4.5 General Provisions

The development of Parcel W-6 shall be governed by the provisions of the Aurora Zoning Ordinance, by specific reference to Section 12.3, "B-2 Business" District, and by those provisions presented below. The development of Parcel W-7 shall be governed by the provisions of the Aurora Zoning Ordinance, by specific references to Section 12.5 "O Office District", and by those provisions presented below.

a. Plan Approval

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

b. Signs

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

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c. Landscaping and Screening

The requirements of Attachment D to Plan Description shall apply to commercial parcels. Additional landscape buffering shall be required for uses other than a day care center, between parcel W-7 and the adjoining residential.

d. Parking and Loading

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

A-4.6 Nonconforming Buildings and Uses

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

A-4.7 Special Uses

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

A-4.8 Accessory Building and Uses

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

A-4.9 Bulk Restrictions

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

B. PUBLIC IMPROVEMENTS

1. Obligations of the Wheatlands Developer for Improvements Pertaining to Parcels W-1 through W-7

- a. Higgs/Eola Road: Developer shall be responsible for 100% of the cost of installing a two-lane road with 27 feet back-to-back pavement with barrier curbs. Developer shall install a public sidewalk conforming to City standards on one side of the road and an asphalt pathway eight (8) feet in width on the other side

of the road. City shall be responsible for constructing medians and left-turn lane improvements.

- b. 87th Street: Developer shall construct a thirty-nine (39) foot back-to-back of curb pavement transition at the intersection with Eola road. From that point Westerly there shall be a thirty-one (31) foot pavement with barrier curb and an asphalt pathway eight (8) feet in width south of the pavement within the dedicated right of way.
- c. Hafenrichter Road: Developer shall be responsible for constructing a four-lane cross-section at the intersection with Eola road. The pavement shall transition westerly of the commercial entrance from fifty-two (52) feet of pavement to thirty-nine (39) feet of pavement with barrier curb and gutter on both sides. West of the school site on the north side of Hafenrichter, the Developer shall only be responsible for curb and gutter to the Westerly line of the subject property. Developer shall install a public sidewalk conforming to City standards on one side of the road and an asphalt pathway eight (8) feet in width on the other side of the road.
- d. Traffic Signalization: In the event traffic warrants have been met, Developer shall pay 15% per quadrant of the signal cost or \$15,000.00 adjusted by the CPI from the date of adoption of this document, whichever is less, payable at the time of the installation of the traffic signal. It is anticipated that signals will be required only at the following locations:
 - i. Hafenrichter & Eola Road;
 - ii. Eola and East-West Street, South of Hafenrichter and North of 95th Street;
 - iii. Eola and East-West Street, at main entrance to the Wheatlands, South of 87th Street, North of Hafenrichter.

2. Obligations of the Montalbano Developer for Improvements Pertaining to Parcels T-1 through T-4

- a. 87th Street: Within the right-of-way adjoining Parcels T-1 and T-3, Developer shall be responsible for construction of additional pavement within the south half of the right-of-way to increase the 87th Street pavement width to thirty-one feet (31') back to back of curb including a barrier curb from the west boundary line of Parcel T-1 to a point approximately two-

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hundred fifty (250) feet west of Middlebury Drive, and from that point, to thirty-nine feet (39') to the east boundary of the Parcel T-3; and construction of an asphalt pathway, eight (8) feet in width, south of the pavement within the dedicated right-of-way.

3. Obligations of the Lakewood Homes Developer for Improvements Pertaining to Parcels L-1 through L-3

- a. **Heggs/Eola Road:** Developer shall be responsible for 100% of the cost of installing a two-lane road with 27 feet back-to-back pavement with barrier curbs. Developer shall install a public sidewalk conforming to City standards on one side of the road or, alternatively, an asphalt pathway eight (8) feet in width on one side of the road. City shall be responsible for constructing medians and left turn lanes.
- b. **95th Street:** Developer and City shall share 50/50, the cost of constructing a 24' paved road with a rural cross-section.
- c. **Traffic Signalization:** In the event that traffic warrants have been met, Developer shall pay 15% per quadrant of the signal cost or \$15,000.00, adjusted by the CPI from the date of adoption of this document, whichever is less, payable at the time of the installation of the traffic signal. It is anticipated that signals will be required only in the following locations:

Eola Road and 95th Street

4. Obligations of the Colony South Developer for Improvements Pertaining to Parcels G-1 through G-3

- a. **Heggs/Eola Road:** Developer shall be responsible for 100% of the cost of installing a two-lane road with 27 feet back-to-back pavement with barrier curbs. Developer shall install a public sidewalk conforming to City standards on one side of the road or alternatively, an asphalt pathway eight (8) feet in width on one side of the road. City shall be responsible for constructing medians and left-turn lane improvements.
- b. **87th Street:** Developer shall install additional pavement to existing pavement so that thirty-nine feet of pavement will exist from the Eola Road intersection eastward to the first entrance into the Greater Midwestern Subdivision. From that subdivision entrance easterly to a transition point, the overall pavement width will be reduced to 31 feet. A transition for left

turn storage at Emma will be widened to 39 feet. Developer shall construct an asphalt pathway, eight (8) feet in width, south of the pavement within the dedicated right-of-way.

5. Schedule for Improvements

- a. All roadways shall be secured with a required guarantee in the form of a letter of credit in form and substance reasonably acceptable to the City, or other approved guarantee at the time of final subdivision plat approval for each phase in the Subject Property in accordance with the Aurora Subdivision Control Ordinance.
- b. No public improvements or dedications, including perimeter roadway improvements, shall be required until the City has issued final development plan and final subdivision plat approval for the Parcel or phase of the development of the Subject Property that adjoins such improvement or dedication. Required roadway improvements shall be limited to the section of the roadway that adjoins the approved final development plan and final subdivision plat. Secondary access shall be maintained at all times during construction of each phase of the final plat.
- c. 95th Street roadway to be constructed at the time that the Lakewood Homes Developer obtains final plat approval on the property adjacent to Middlebury Drive.

V. REQUESTED MODIFICATIONS AND EXCEPTIONS TO CITY ORDINANCES

A. ZONING ORDINANCE MODIFICATIONS AND EXCEPTIONS

- 1. Zoning Variations Applicable to Residential - Single Family Parcels: W-1, W-2, W-3, T-1, T-2, L-1, G-1 (variations apply to all parcels unless expressly limited)
 - a. Minimum lot size of 6,500 square feet (limited to parcels W-1, T-1 and G-1)
 - b. Minimum lot width = 55 feet (limited to parcels W-1, W-3 and T-1)
 - c. Front yard setback = 25 feet
 - d. Minimum side yard setback = 6 feet
 - e. Combined side yard, interior lots = 12 feet
 - f. Combined side yard, corner lots = 21 feet
 - g. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning

Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards.

2. Zoning Variations Applicable to Multiplex Parcels: W-4, T-3, L-2 (variations apply to all parcels unless expressly limited)
 - a. Lot width and area per dwelling = no requirement except for Parcel G-2 to which the following requirements apply:
= 10,000 sq. ft., 75 ft. wide at building line
 - b. Minimum Set Back Requirements from Public Right of Way:
 - i) Exterior Front Yard - 25 ft.
 - ii) Exterior Side Yard - 20 ft.
 - iii) Exterior Rear Yard - 30 ft.
 - c. Minimum Interior Yard Set Back Requirements
 - i) Front yard setback = 25 feet from back of curb
 - ii) In lieu of minimum side and rear yards, the following separation requirements shall apply between building facades:
 - (a) Side to side = 20 feet
 - (b) Side to rear = 30 feet
 - (c) Rear to rear = 40 feet
 - (d) Front to front = 40 feet
 - d. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards.
3. Zoning Variations Applicable to Office Parcels: W-7
 - a. Permitted uses shall include a day care center
4. Model Homes, Sales Trailers, Construction Trailers
 - a. The temporary use of trailers for the storage of materials, equipment and supplies and for sales, marketing and construction supervision during the period of construction shall be permitted subject to the terms of this Plan Description and subject to removal within ninety (90) days following the completion of all construction activity on the affected parcel.
 - b. The use of a trailer solely utilized to provide shelter, and not housing, for security personnel within the development shall be permitted.

B. SUBDIVISION CONTROL ORDINANCE AND STANDARD SPECIFICATION MODIFICATIONS AND EXCEPTIONS

The following modifications and exceptions shall apply to all Parcels:

1. Building permits may be issued after the final engineering has been approved by the City Engineer and the Final Plat has been approved by the City Council and recorded. A property identification number (PIN) must accompany the building permit application. Subdivision Code § (43.12.(a)(4) and 12-17.112.1.1(1)).
2. The installation of sidewalks, and parkway landscaping shall be a condition of the issuance of a final Certificate of Occupancy. The cost of construction of these improvements shall not be included in the security required under 43-44(a)3 of the Subdivision Code. The City shall issue a temporary Certificate of Occupancy upon receipt of evidence from the Developer that a letter of credit or a master letter of credit for the reasonable cost of the work has been posted with the mortgage lender or title insurance company, or alternatively, the Developer may post a letter of credit in form and substance reasonably acceptable to the City. Subdivision Code § (43-13(c)).
3. The designation of the interior streets within the Aurora Group Properties is listed on the Master Land Use Concept Plan, Attachment B hereto. Streets within the Property that are not designated as "Neighborhood Streets" are "Local Residential Streets." The "Local Residential Streets" and "Neighborhood Streets" within the Property shall be constructed entirely at Developer cost at the time that adjoining lots are developed. The construction of each type of street and parking restrictions shall conform to the following typical cross-sections:
 - a. Local Residential Streets:
 - i. Sixty foot (60') right of way;
 - ii. Twenty-eight foot (28') pavement width back to back with a rolled curb;
 - iii. Sidewalks five feet (5') in width constructed on both sides of the street within the dedicated right of way.
 - iv. On street parking permitted on one side of street only.
 - b. Neighborhood Streets:
 - i. Sixty-six foot (66') right of way;
 - ii. Thirty-one foot (31') pavement width back to back with a barrier curb;

- iii. Sidewalks five feet (5') in width constructed on one side of the street within the dedicated right of way or alternatively, in lieu of a sidewalk, a pathway system may be constructed outside the dedicated right of way; sidewalks and/or pathways shall be required on both sides of the street where dwelling units front on the street.
 - iv. On street parking permitted on both sides of the street.
- 4. Storm sewer specifications refer to public storm sewer. Private yard drainage may be 6" non-perforated, corrugated plastic if maintained by a homeowners' association. The sump pump connection to the storm sewer may be 2" PVC through a neat tight fitting bored hole in the concrete pipe. Rear yard public storm sewer may be 12" diameter with a maximum length of 400' from the public right-of-way. (VI)
- 5. The maximum distance between storm manholes shall be 400'. (VI)
- 6. Street trees may be placed in a parkway; however, the center line of a tree may not be placed within 10' of the center line of a sanitary sewer or water service line. (XII)
- 7. A Developer may commence construction of the public improvements, including but not limited to sanitary sewer, storm sewer, storm water detention facilities, water main, streets, curbs and gutters and other improvements at Owner or Developer's sole risk before approval of the Final Plat, provided that prior thereto, the subdivider submits plans, estimates, and specifications for all public improvements for approval by the City Engineer and all other appropriate authorities, including, but not limited to, the Fox Metro Water Reclamation District, the township highway commissioners and state Environmental Protection Agency. Once approval is obtained as stated herein, the actual construction may begin. (43-44(2)). In lieu of actual construction of the improvements, as provided above, the Developer may post, at the time of the submittal of the Final Plat, cash, or security to ensure completion of the proposed public improvements in accordance with the following:
 - a) Such cash or securities shall be in an amount equal to one hundred (100) percent of the estimated improvements costs as certified by the City Engineer (43-44(a)(3)(a)). (XVII)
- 8. Buildings located on multiplex parcels may be served by common sanitary sewer and water lines. Separate service lines shall not be required for individual dwelling units or buildings. The above notwithstanding, service must be per the State Plumbing Code.

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9. Lots and buildings within the Multiplex parcels shall be permitted to have frontage on a private driveway that has direct and limited shared access to a Local Residential Street or Neighborhood Street as depicted on the Master Land Use Concept Plan.

C. OTHER ORDINANCE MODIFICATIONS AND EXCEPTIONS

1. Except as modified herein or in the Annexation Agreement to which this Plan Description is attached, the Zoning Ordinance and Building Codes for the subject Parcels shall be as follows:
 - City of Aurora Zoning Ordinance (Ordinance #3100) as amended herein;
 - Aurora Building Code.
2. Developer may submit, and the City shall review standard plans for various building types for compliance with City codes. After the first building of a type has been completed, subsequent permit applications for the same building type may incorporate the approved standard building plan by reference without further review by the City. Upon the request of the Building Department, copies of plans and elevations of each dwelling unit shall be submitted to the City with the permit application.

D. MODEL HOMES AND SALES TRAILERS, CONSTRUCTION TRAILERS

1. Model Homes

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

- a. Permits for model homes will not be issued until a final plat is approved containing the model home area;
- b. All required improvements in the subdivision control ordinance, including tested and approved water, gravel roadway street signs, and acceptable detention shall be provided prior to permit issuance; and
- c. Sanitary sewer does not need to be provided until approval of residential occupancy.

2. Sales and Construction Trailers

- a. Upon preliminary plan approval for any parcel and in advance of final engineering, final plat approval and the construction of sanitary, storm sewer, storm water detention facilities, water main, streets, curbs and gutters, any Developer shall be permitted to set temporary construction office, storage and sales trailers on the site. Said trailers will be permitted after the Owner or Developer submits a site plan to the City Planning Division. Approval for placement of trailers shall be subject only to staff review; Planning Commission or City Council approval shall not be required.
 - b. Installation of sanitary sewer and public water shall not be a condition to the issuance of permits for construction, storage and sales trailers;
 - c. Sales trailers shall be removed at such time as the Developer determines that marketing efforts have been substantially completed;
 - d. The Developer shall be permitted to construct and maintain other appurtenant facilities for said trailers including temporary driveways and temporary sanitary and water facilities and systems when all required permits have been issued by the City or the County, as the case may be;
 - e. The Developer, upon approval of the City Engineer may construct temporary parking facilities, haul roads and other pertinent facilities in advance of receipt of approved formal permits applicable to any parcel. The City Engineer's approval shall not be unreasonably withheld.
 - f. Construction and storage trailers shall be removed within ninety (90) days following the completion of construction activity on the affected parcel.
3. All references to trailers in this Section (V)(D) shall be as that term is defined in the City's Zoning Ordinance. All such trailers shall be maintained in a neat and orderly manner. The Developer shall maintain and repair any and all temporary facilities.

E. SIGNS

In addition to any signs permitted by City ordinance, pursuant to section 2902.5 of the City code of ordinances, the City hereby establishes a special sign district for the Subject Property and adopts the sign regulations and specifications attached hereto as Attachment F to Plan Description and incorporated herein. The regulations in Attachment F shall supplement the regulations in the City sign

ordinance. In the case of a conflict between the City sign ordinance and Attachment E, the less restrictive provision shall apply.

VI. GENERAL PROVISIONS RELATING TO THE PROPOSED DEVELOPMENT DISTRICT

1. Except as amended herein or in the Annexation Agreement to which this Plan Description is attached, the codes and ordinances of the City which are in effect on the effective date of this Plan Description shall apply to all development of the Subject Property.
2. This Plan Description may be amended pursuant to the procedures in Sections 14 and 15 of the Zoning Ordinance. Notwithstanding the foregoing,
 - a. preliminary plans may contain reasonable variations from this Plan Description which may be approved by the Zoning Administrator without consideration of such changes at a public hearing. A variation shall be deemed reasonable provided it does not: (a) increase the gross residential density by more than five (5) percent; (b) reduce the area set aside for common open space by more than five (5) percent; or (c) increase or decrease by more than ten (10) percent the bulk restrictions applicable to buildings and structures; and
 - b. the City Council may approve changes from the Plan Description which exceed the scope of a reasonable variation, provided such change is not a "major change." A major change is a change which substantially alters the proposed uses (including open space) or the percentages or the maximum or minimum percentage limitations for each use, projected densities for residential uses or the maximum or minimum limitations for such densities, or the intent and purpose of the Plan Description. Major changes from the Plan Description shall not be made without consideration at a public hearing held in accordance with Sections 14 and 15 of the Zoning Ordinance.
3. Permits shall be issued promptly and shall not be unreasonably withheld. In the event of the denial of any permit, the City shall state all of the reasons for such denial in a writing submitted to Developer at the time of denial.
4. Fees required under applicable City codes and ordinances, including but not limited to building permit fees, plan review fees, inspection fees, park and school land/cash contributions, and any other regulations which are in effect on the date of this Agreement and which are uniformly applied and collected in connection with development or construction on property within the corporate limits of the City shall apply to the Subject Property.

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5. If any section, subsection or paragraph of this Plan Description shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Plan Description.
6. This Plan Description shall be binding upon and inure to the benefit of the Parties hereto, successor owners of record of the Subject Property, or any part thereof, and their heirs, executors, administrators, assignees, lessees, and devisees and upon any successor municipalities.

Attachment A-1 to Plan Description
Legal Description for Parcels W-1 through W-7

PARCEL ONE:

THE EASTERLY 445.50 FEET, AS MEASURED ALONG THE NORTH LINE OF THAT PART OF THE EAST OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE CENTER LINE OF HAFENRICHTER ROAD IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS. 03-01-200-002

PARCEL TWO:

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES SOUTHERLY OF THE SOUTH LINE OF 87TH STREET AND EASTERLY OF THE EAST LINE, AND EAST LINE EXTENDED OF A SUBDIVISION DEPICTED ON A PLAT RECORDED IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AS DOCUMENT NO. R92-170434 AND KNOWN AS FOUR POINTS, IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS. 07-31-301-001

PARCEL THREE:

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 9.73 CHAINS THEREOF, IN WILL COUNTY, ILLINOIS. 01-06-100-001

PARCEL FOUR A:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE DRAWN EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER WHICH IS 1,128.46 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, IN WILL COUNTY, ILLINOIS. 01-06-200-002

PARCEL FOUR B:

THAT PART OF THE WEST HALF OF SECTION 6, TOWNSHIP 37 NORTH 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION WHICH IS 9.73 CHAINS (642.18 FEET) NORTHERLY OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1,809.96 FEET TO THE EAST LINE OF SAID WEST HALF. THENCE SOUTHERLY ALONG SAID EAST LINE, 1,094.46 FEET TO THE CENTER LINE OF HAFENRICHTER ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE 2,008.58 FEET TO SAID WEST LINE; THENCE NORTHERLY ALONG SAID WEST LINE, 241.55 FEET TO THE POINT OF BEGINNING, IN WHEATLAND TOWNSHIP. 02-06-100-002

PARCEL FOUR C:

THAT PART OF THE WEST HALF OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER. THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 918.26 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1,838.92 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE, 1,271.06 FEET TO THE CENTERLINE OF HAFENRICHTER ROAD. THENCE NORTHWESTERLY ALONG SAID CENTERLINE, 2,008.58 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 400.63 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 1,725.72 FEET TO THE POINT OF BEGINNING, IN WHEATLAND TOWNSHIP, ALL IN WILL COUNTY, ILLINOIS. 01-06-300-007

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AT THE NORTHWEST CORNER OF THE SOUTH 14 RODS 4 7/8 FEET (235.88 FEET) OF THE SOUTHWEST 1/4 OF SAID SECTION 6, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 14 RODS 4 7/8 FEET, A DISTANCE OF 44.91 FEET. THENCE NORTHEASTERLY, 336.00 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 175.0 FEET, NORMALLY DISTANT, NORTH OF SAID NORTH LINE WHICH POINT IS 566.67 FEET, NORMALLY DISTANT, EASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE EASTERLY ALONG SAID PARALLEL LINE, 1113.53 FEET TO A POINT WHICH IS 100.00 FEET, NORMALLY DISTANT, WESTERLY OF THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHEASTERLY, 105.70 FEET TO A POINT OF SAID EAST LINE WHICH IS 141.31 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID SOUTH 14 RODS 4 7/8 FEET; THENCE NORTHERLY ALONG SAID EAST LINE, 541.06 FEET TO A LINE DRAWN PARALLEL WITH SAID SOUTH LINE FROM A POINT ON SAID WEST LINE WHICH IS 918.26 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE WESTERLY ALONG SAID PARALLEL LINE 1839.92 FEET TO SAID WEST LINE; THENCE SOUTHERLY ALONG SAID WEST LINE 682.38 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 01-06-300-006

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Attachment A-2 to Plan Description

Legal Description for Parcels T-1, T-2, T-3 and T-4

That part of the Northwest 1/4 of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of Section 5, Township 37 North, Range 9 East of the Third Principal Meridian; Thence North 89 Degrees 30 Minutes 30 Seconds East along the North line of the Northwest 1/4 of said Section 5 a distance of 2,363.76 feet to a point on the West line of the land conveyed to the Public Service Company of Northern Illinois by Deed recorded as Document Nos. 399801, 399802 and 409857; thence South 01 Degrees 07 Minutes 04 Seconds East along said West line, a distance of 2,093.81 feet to a point of the South line of the land conveyed by Document No. 900677; thence West along said South line, a distance of 2,541.99 feet to a point on the West line of the Northwest 1/4 of said Section 5; Thence North 01 Degrees 13 Minutes 03 Seconds West along said West line, a distance of 2,110.15 feet to the point of beginning, in Will County, Illinois.

01-05-100-009; 010

Attachment A-3 to Plan Description

Legal Description for Parcels L-1 through L-3

The North 1/2 of the North East 1/4 of Section 7, except the South 520 feet of the West 418.38 feet thereof, in Township 37 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois.

P.I.N. 01-07-200-004

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Attachment A-4 to Plan Description

Legal Description for Parcels G-1 through G-3

Parcel 1:

34 ACRES OFF OF THE NORTH END OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, IN TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE EAST LINE OF SAID 34 ACRE PIECE BEING 8 RODS SHORTER THAN THE WEST LINE THEREOF;

TOGETHER WITH:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF A LINE DRAWN EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER WHICH IS 1,128.45 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS.

EXCEPT:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF A LINE DRAWN EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, FROM A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER WHICH IS 1,128.45 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF HEGGS ROAD LYING COINCIDENT WITH THE ABOVE DESCRIBED PARCELS TAKEN AS A TRACT.

PARCEL 2:

THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 6, IN THE TOWNSHIP AND RANGE AFORESAID, (EXCEPTING THE SOUTH 60 ACRES THEREOF ALL SITUATED IN WILL COUNTY, ILLINOIS.

01-06-200-001

Attachment B to Plan Description

MASTER LAND USE CONCEPT PLAN
Prepared by JEN Land Design, Inc.
Dated April 24, 1995, last revised 10/27/95

[to be attached]

Attachment C to Plan Description

REQUIRED COMPONENTS OF FINAL PLANS

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

A. Written Documents

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

B. General Plan Information

1. Must be drawn to accurate engineering scale.
2. Must contain the following information:
 - a. Scale.
 - b. North arrow.
 - c. Original and revision dates.
 - d. Name and address of owner of record.
 - e. Name and address of site plan designer.
3. Information Regarding Contiguous Property:
 - a. Location of contiguous buildings.
 - b. Zoning of contiguous property.
 - c. Land Use of contiguous property.
4. Site Data to be Provided in Lower Right Hand Corner:
 - a. Legal description.

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- b. Size of property in square feet or acres.
 - c. Current zoning.
 - d. Proposed lot coverage of buildings by square feet and percentage.
 - e. Proposed blacktop/pavement coverage by square feet and lot percentage.
 - f. Number of parking spaces provided.
 - g. Number of parking spaces required by Zoning Ordinance.
 - h. Total amount of landscaped area by square feet and lot percentage.
 - i. Number of buildings.
 - j. Number of dwelling units, if a residential project.
 - k. Breakdown of dwelling units by bedroom type, if a residential project.
5. Landscape Data to be Provided in Lower Left Hand Corner:
- a. Number of plantings by type.
 - b. Size of plantings at installation.
 - c. On-center spacing for hedges.
 - d. Caliper size of all trees at installation.

C. Plan Data Requirements

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

Attachment D to Plan Description

LANDSCAPING

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

APPLICABILITY

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

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

PLAN APPROVAL

- (1) A landscape plan shall be submitted and reviewed as to compliance and the landscape provision herein prior to the issuance of a building permit.
- (2) The landscape plan shall include and accurately depict the following:
 - a. all proposed and existing structures and other improvements, including but not limited to paved areas, berms, lighting, retention/detention areas and landscape material;
 - b. the number type, size and location of all existing and proposed vegetation and other landscape material.
- (3) Subsequent to the review of said landscape plan, and issuance of the building permit, the City may allow minor deviations which do not substantially alter the plan, and which do not substantially diminish the intended benefits of said plan.

LANDSCAPE PROVISIONS

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

stormwater facility abuts a public right-of-way, in which case the storm facility standards, not the street tree standards, shall be met.

- (1) Minimum size at planting -

Canopy tree at 2 1/2" caliper.

Evergreen tree at 6' height, or Understory tree at 2-1/2" caliper, or Multi-stemmed tree at 12' height.

Deciduous or Evergreen Shrubs at 2'6" height.

Note: Caliper shall be measured 12" from the base of the tree.

- (2) Canopy Equivalent - One canopy tree equivalent equals one canopy or street tree, or three understory, decorative or evergreen trees, or twenty shrubs.
- (3) The following requirements apply to Multiplex and Commercial parcels:
- (A) Stormwater Requirements. For lake facilities, provide three canopy tree equivalents per each 100 feet of high water line. For detention facilities, provide five equivalents per 100 feet of high water line. Design facilities as visual amenities, with gradual slopes and/or decorative walls, and high quality design.
 - (B) Parking Area Screening Requirements. Screen parking areas within 50 feet of public rights-of-way with compact hedging, berming, decorative fencing, decorative masonry, or a combination, to three feet high.
 - (C) Parking Area Internal Requirements. Within parking lots, add trees and shrubs to islands which organize traffic flow.
 - (D) Miscellaneous Screening Requirements. Screen dumpsters, trash areas, HVAC and utility facilities with plant material, decorative fencing, decorative masonry, building structural extensions, or a combination, to 100 percent opacity.
 - (E) Foundation Planting Requirements. Submit foundation planting plans.
- (4) The following requirements apply to Multiplex parcels only:
- (A) Dwelling Unit Requirements. Provide 1.2 canopy tree equivalents per dwelling unit.
 - (B) Street Tree Requirements. Provide canopy trees 40 feet on center in the parkway on each side of each public street, along the development perimeter

and inside the development. If not possible to locate these trees in the parkway, place them next to the parkway.

- (C) Development Screening Requirements. Screen development perimeters from arterial roadways to a height of four to six feet, with berming, landscaping, and/or decorative fencing and walls, or a combination.
- (5) The following requirements apply to commercial parcels only:
- (A) Street Tree Requirements. Provide three canopy trees per 100 feet of lot perimeter, which may be clustered.
 - (B) Side Yard Requirements. Enhance the boundaries between these uses and other commercial or industrial uses with plantings. Provide an aesthetic screening treatment between these uses and residential uses.
- (6) The following requirements apply to Residential-Single Family parcels and parcel G-2 (Duplex):
- (A) Stormwater Requirements. For lake facilities, provide three canopy tree equivalents per each 100 feet of high water line. For detention facilities, provide five equivalents per 100 feet of high water line. Design facilities as visual amenities, with gradual slopes and/or decorative walls, and high quality design.
 - (B) Street Tree Requirements. Provide canopy trees 40 feet on center in the parkway on each side of each public street, along the development perimeter and inside the development. If not possible to locate these trees in the parkway, place them next to the parkway.
 - (C) Neighborhood Border Requirements. Provide subdivision "pods" or "neighborhoods" with landscape borders, in which street trees, entry monuments and features, grade changes and the like are located. Plantings within these areas will also include natural prairie grasses supplemented with ornamental flowering crabs, conifer and deciduous trees. These borders shall be a minimum of 25 feet wide and shall be located along all public streets wherever lots do not front on such streets. Such borders shall be owned and maintained by homeowner associations, not by individual home owners.
 - (D) A Foundation Planting Plan consisting of 1.2 canopy tree equivalents shall be submitted and installed for all homes. A uniform U.S. Postal mailbox and support structure shall be used for each building.

Attachment E to Plan Description

DESIGN AND CONSTRUCTION STANDARDS FOR LAKES
BLUE/GREEN DETENTION AREAS

A. *The Developer shall submit a design plan to the City that includes the following:*

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

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

1. Side slope above water level shall be between six to one (6:1) and ten to one (10:1).
2. Slope below water level shall be a maximum of two to one (2:1).
3. A four foot wide, level safety ledge shall be provided at a three foot depth.
4. The design for erosion protection at inlets and outlets must meet or exceed the City's criteria and guarantee requirements.
5. The plans for the lake must meet the technical approval of the City of Aurora Engineering Department.
6. Any inlets or outlets in excess of eighteen inches shall have a safety grate.
7. All lakes shall have an emergency overflow spillway. The spillway shall be stone, rip-rap, grass pavers or a similar type material, and be designed to accommodate the fifty year storm.
8. The lake bottom grading must be approved prior to filling.
9. After lake excavation has been completed, the top soil shall be distributed to a minimum depth of four inches. The developer shall then fine grade and seed the bank area with an approved seed mix. A final inspection will be made prior to approval of the lake.

10. Protection against erosion and water level fluctuations is required. Bank stabilization may be provided through the following means:
 - a. Complete establishment of perennial ground cover and water tolerant grasses.
 - b. Construction of retaining walls.
 - c. Use of rip-rap underlaid by gravel placed in the zone to be exposed during seasonal water fluctuations. Minimum zone to be covered is three (3) feet above normal water level and ten (10) feet below the normal water level.
11. The developer agrees to guarantee any private lake to be free from defects for a period of two (2) years. If defects are found or occur, the Developer will guarantee to correct any and all defects within the two year period at no cost. Defects include, but are not limited to, bank erosion, sedimentation, and water holding capabilities.
12. Mechanical aeration is required on all lakes under three acres of surface area at normal water level.

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

1. A minimum of 25% of the blue-green area shall be above the 100 year storm level.
2. Optimum time for total release of one hundred year storm shall be fourteen to eighteen hours. Absolute maximum time is twenty-four hours.
3. Slopes should be mowable with a preferred slope with a maximum of six to one (6:1) for 25% of the area. Absolute minimum slope is four to one (4:1) over a maximum of 75% of the area.
4. Plans or specifications shall comply with any applicable City Ordinances.
5. Bottom slope of the blue-green areas will have a minimum two percent slope for positive drainage to the outfall. If necessary, said slope can be a minimum of one percent with perforated underdrain.
6. Drainage pipes over twelve inches in size must have a grate and proper wing wall or rip rap.
7. Rough grading shall be in conformance with City specifications with a preferred six inches and a minimum of four inches of black dirt.

8. Fine grading and seeding shall be in conformance with City specifications.
9. Drainage pipes under roadway will not need to be grated.
10. Low flow perforated pipes wrapped with fabric and open graded stone shall be used for blue-green areas.
11. The Developer agrees to guarantee any private blue/green detention facility to be free from defects for a period of two (2) years. If defects are found to occur, the Developer will guarantee to correct any and all defects within the two year period. Defects include, but are not limited to, erosion, sedimentation and water detention capabilities.
14. Any further requirements of the Aurora Storm Water Control Ordinance not specifically addressed in the above criteria shall also govern the development of the blue/green detention areas.

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

1. Minimum lake area shall be 3 acres.
2. Twenty-five percent of the lake shall be a minimum of 12' deep located at the incoming pipe area. The balance of the lake shall be a minimum of 8' deep.
3. A 30' buildable area shall be provided around the lake above the 100 year flood level.
4. Twenty-five percent of the land in the lake park shall be above the 100 year flood level. This land would be exclusive of the 30' buildable area.
5. Design provision for multi-recreational use.
6. A final inspection will be made prior to acceptance of the lake.
7. Park/School sites will have one street side at least 25% open for access. Minimum access to sites is 60' wide.
8. Storm water drainage piping and appurtenances within any park shall be dedicated to the City at the time of final plats of subdivision. It is understood that the City will accept dedication of the storm water drainage piping and appurtenances and will assume responsibility to maintain, repair, renew, restore, and replace such facilities.

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Attachment F to Plan Description

Special Sign District Regulations

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

A. Signs Permitted on Parcels W-1 through W-7

1. Temporary - Development Identification
 - a. Area: 300 sq. ft. each side, each sign
 - b. Height: 20' max.
 - c. Construction: Wood, may be illuminated, no flashing lights or strobes.
 - d. Quantity: Four on the subject property (Two North of Hafenrichter, Two South)
 - e. All temporary development signs must be removed from a lot before a certificate of occupancy will be issued for a home located on any said lot.
2. Permanent - Development Identification
 - a. Area: 50 sq. ft. each
 - b. Height: 8' max.
 - c. Construction: Any combination of wood, masonry, concrete and landscaping with illumination
 - d. Quantity: 6 on the subject property
3. Temporary and Permanent Directional Signage
 - a. Developer shall submit for approval a proposed sign package identifying size, type and location of temporary and permanent directional signs within the subject property.
4. Models and Sales Trailers Signs
 - a. Development identification and direction signage may be permitted on subject trailers.

B. Signs Permitted on Parcels T-1 through T-4

1. Temporary Signs
 - a. Marketing
 - i. Area: 10'8" x 12'0"; sign area 10'0" by 12'0"; double sided

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- ii. Illumination: Yes
 - iii. Quantity: 2 on the subject property
 - b. Entry Sign for Sales Area
 - i. Area: 6'5" x 5'9"; sign area 4'0" by 4'0"; double sided
 - ii. Illumination: Yes
 - iii. Quantity: 2
 - c. Directional Sign for Sales Center
 - i. 5'6" x 4'9"; sign area 3'0" by 3'0"; single sided
 - ii. Illumination: Yes
 - iii. Quantity: 2
 - d. Directional Sign for Sales Center
 - i. 4'6" x 3'9"; sign area 2'0" by 2'0"; single sided
 - ii. Illumination: Yes
 - iii. Quantity: 1 per sales center
 - e. Model Name Signage
 - i. 3'0" x 2'0"; sign area 1'6" by 1'6"; single sided
 - ii. Illumination: Yes
 - iii. Quantity: 1 per model
 - f. Subdivision Identification Sign
 - i. 2'0" x 7'0"; sign area 2'0" x 7'0"; single sided
 - ii. Illumination: Yes
 - iii. Quantity: 1 per sales center
- 2. Permanent Signs
 - a. Entrance Monument Sign
 - i. 11'0" x 10'0"; sign area 8'0" x 9'0"; single sided
 - ii. Illumination: Yes
 - iii. Quantity: 3
 - b. Boulevard Monument Sign
 - i. single sided
 - ii. Illumination: Yes
 - iii. Quantity: 1
- 3. All temporary development signs must be removed from a lot before a certificate of occupancy will be issued for a home located on any said lot.
- 4. Sales Trailer Signs

Development identification and direction signage may be permitted on subject trailers.

C. Signs Permitted on Parcels L-1 through L-3

1. Temporary - Development Identification
 - a. Area: 300 sq. ft. each side, each sign
 - b. Height: 20' max.
 - c. Construction: Wood, may be illuminated, no flashing lights or strobes.
 - d. Quantity: minimum two the subject property
 - e. All temporary development signs must be removed from a lot before a certificate of occupancy will be issued for a home located on any said lot.
2. Permanent - Development Identification
 - a. Area: 50 sq. ft. each
 - b. Height: 8' max.
 - c. Construction: Any combination of wood, masonry, concrete and landscaping with illumination
 - d. Quantity: 6 on the subject property
3. Temporary and Permanent Directional Signage
 - a. Developer shall submit for approval a proposed sign package identifying size, type and location of temporary and permanent directional signs within the subject property.
4. Models and Sales Trailers Signs
 - a. Development identification and direction signage may be permitted on subject trailers.

D. Signs Permitted on Parcels G-1 through G-3

1. Temporary - Development Identification
 - a. Area: 300 sq. ft. each side, each sign
 - b. Height: 20' max.
 - c. Construction: Wood, may be illuminated, no flashing lights or strobes.
 - d. Quantity: minimum two the subject property
 - e. All temporary development signs must be removed from a lot before a certificate of occupancy will be issued for a home located on any said lot.
2. Permanent - Development Identification
 - a. Area: 50 sq. ft. each
 - b. Height: 8' max.

- c. Construction: Any combination of wood, masonry, concrete and landscaping with illumination
 - d. Quantity: 8 on the subject property
3. Temporary and Permanent Directional Signage
- a. Developer shall submit for approval a proposed sign package identifying size, type and location of temporary and permanent directional signs within the subject property.
4. Models and Sales Trailers Signs
- a. Development identification and direction signage may be permitted on subject trailers.

E. General Regulations

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

ATTACHMENT D TO ANNEXATION AGREEMENT

School District and Fire Department Contribution Agreement

This SCHOOL DISTRICT AND FIRE DEPARTMENT CONTRIBUTION AGREEMENT ("Agreement") is made this _____ day of _____ 1995, by and among Concord Development Corporation of Illinois, an Illinois corporation ("Concord"), Montalbano Builders, Inc., an Illinois corporation ("Montalbano"), Greater Midwestern Development, Inc., an Illinois corporation ("Greater Midwest") and Lakewood Homes, Inc., an Illinois corporation ("Lakewood" and collectively with Concord, Montalbano and Greater Midwest, sometimes referred to collectively herein as the "Developers") and the City of Aurora, Illinois, an Illinois municipal corporation ("City" and together with the Developers, sometimes referred to collectively herein as the "Parties" and individually as "Party").

WITNESSETH

WHEREAS, Concord is the contract purchaser of certain real property located in Kendall and Will Counties, Illinois, approximately 312 acres in area, generally located south of 87th Street, north of 95th Street extended, and east and west of Heggs/Eola Road ("Concord Property"); and

WHEREAS, Greater Midwest is the contract purchaser of certain real property in Will County, Illinois, approximately 69 acres in area, located south of 87th Street, east of Heggs/Eola Road and adjoining the Concord Property ("Greater Midwest Property"); and

WHEREAS, Montalbano is the contract purchaser of certain real property located in Will County, Illinois, approximately 113 acres in area, located south of 87th Street and adjoining the Greater Midwest Property ("Montalbano Property") and

WHEREAS, Lakewood is the contract purchaser of certain real property located in Will County, Illinois, approximately 75 acres in area, located south of 95th Street extended and east of Heggs/Eola Road ("Lakewood Property"); and

WHEREAS, the Parties intend to annex the Concord Property, the Greater Midwest Property, the Montalbano Property, and the Lakewood Property (collectively, the "Aurora Group Properties") to the City of Aurora, Illinois ("City") and to rezone the Aurora Group Properties to the Planned Development District; and

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

WHEREAS, the City has requested that the Developers reimburse the City for certain fiscal impacts that are attributable to development of the Aurora Group Properties, including, but not limited to educational and fire protection services.

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

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

2. Dedication of Fire Station Site. On or before July 1, 1997, Concord shall transfer the title of a fire station site to the City, rough graded and with water and sewer service available. The site shall be approximately one and one-half acres in size, and is proposed to be located at the northwest corner of Heggs/Eola Road and Hafenrichter Road ("Fire Station Site") as depicted on the Master Land Use Concept Plan attached hereto as Exhibit A and incorporated herein. Stormwater detention, satisfying City requirements for the developed fire station site, shall be provided within the Concord Property. The Fire Station Site shall serve the Aurora Group Properties and all other properties within Will and Kendall Counties that are within the immediate area of the Aurora Group Properties and hereafter annex to the City. As consideration for the Fire Station Site, the City shall pay Concord an amount that is equal to the per acre valuation established in the City's school/park dedication ordinance in effect on the date of the transfer.

3. Construction of Fire Station. After transfer of title to the Fire Station Site from Concord to the City, the City shall begin construction on a three bay fire station on the Fire Station Site (approximately July 1, 1997). The City anticipates that construction on the Fire Station Site shall be completed on or before July 1, 1998.

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

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

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

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

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

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

d. The City shall credit the City's general fund real estate tax revenues against the Fire Station Operating Cost Reimbursement. To the extent such revenues are insufficient to offset the Fire Station Operating Cost Reimbursement, revenues from the Special Service Area established pursuant to paragraph 9 of this Agreement shall be credited against the Fire Station Operating Cost Reimbursement.

5. Limitation on Building Permits. The City anticipates having the fire station operational on or about July 1, 1998. Recognizing that fact, during the period from July 1, 1997 to December 31, 1997, Lakewood shall be entitled to a maximum of fifty (50) residential occupancy permits. During the period from January 1, 1998 to June 30, 1998, Lakewood shall be limited to a maximum of fifty (50) additional residential occupancy permits. Otherwise, from and after July 1, 1998, there shall be no restrictions or limits on any permit issuance as provided by law.

6. Dedication of School Site. Concord shall transfer title to an elementary school site to the City in accordance with the City's school/park dedication ordinance, at the time of final plat approval for the parcel which includes the School Site (as hereinafter defined). The proposed site is located on the south side of Hafenrichter Road, west of Heggs Road as depicted on the Master Land Use Concept Plan ("School Site"). Upon transfer of title to the School Site to the City, Concord shall be credited with a land donation under the City's school/park dedication ordinance based on the actual size of the School Site and the ordinance requirements in effect on the date of the dedication, waiving any objection to application of net cash fees thereunder.

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

8. Elementary School Construction Cost Reimbursement. The City shall be reimbursed for the cost of constructing such new 600 student elementary school through net revenues collected by the Special Service Area ("SSA") to be established pursuant to paragraph 9 of this Agreement. The maximum amount of the reimbursement to be paid pursuant to this Agreement shall be the actual cost of constructing and equipping said school, which is estimated to be \$5,000,000.00, plus the rate of interest of such general obligation bond or other applicable financing cost, but further subject to periodic reduction as provided in paragraph 9 of this Agreement (the "School Cost Reimbursement").

9. Special Service Area. To offset the cost of constructing the elementary school and the fire station operating costs (to the extent such operating costs are not offset by the City's general fund real estate tax revenues as provided in paragraph 4 of this Agreement), the City shall establish a Special Service Area ("SSA") the boundaries of which include those Aurora Group Properties which are currently within the City limits. Subject to applicable statutes and appropriate waivers, the City agrees to enlarge the boundaries of the SSA in the future or to establish other similar special service areas therefor in combination with the SSA hereunder for the revenue allocation purposes herein provided for, to encompass all properties, including but not limited to the remaining Aurora Group Properties, in Will and Kendall Counties that annex to the City and which are benefitted from the construction of the elementary school serving the applicable development territory. The Parties agree that special revenue generated from the SSA shall be utilized as provided herein.

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

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

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

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

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

10. Incorporation into Annexation Agreement. This Agreement is made and executed pursuant to the terms of those certain Annexation Agreements of even date herewith, by and between the City and the following parties:

a. Ruby Jane Scott and Roberta Jean Ioder, as Owners and Montalbano, as Developer ("Montalbano Annexation Agreement");

b. Burton C. Smith, Aurora Land, LLC, an Illinois limited liability company, American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated September 19, 1991 and known as Trust Number 114555-08, as Owners and Concord, as Developer ("Concord Annexation Agreement");

c. LaSalle National Trust N.A., as Trustee under Trust No. 118593, as Owner and Greater Midwest, as Developer ("Greater Midwest Annexation Agreement"); and

d. Old Kent State Bank f/k/a Illinois Regional Bank, N.A. Elmhurst, as Trustee under Trust Agreement #5935, as Owner and Lakewood, as Developer ("Lakewood Annexation Agreement").

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

11. Miscellaneous.

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

If to the City:

City Clerk
City of Aurora
44 East Downer
Aurora, Illinois 60507

sent to the intended recipient's phone number for the receipt of such transmittals; and if by registered or certified mail, on the date which is three (3) business days after the date such notice or other communication is deposited in the U.S. mail. The above addresses and facsimile numbers may be changed by written notice to the other party in accordance with this provision; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice.

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

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

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

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

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

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

h. Entire Agreement. This Agreement embodies the entire agreement between the Parties with respect to the subject matter herein, and there are no other agreements or understandings, oral or written, between the Parties except as recited herein. No amendment of this Agreement shall be valid unless in writing and signed

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by the Parties. The Parties agree that the obligations set forth in this Agreement and the City's school/park dedication ordinance constitute full satisfaction of Developers' obligations to School District No. 308 and the City with regard to its Fire Department as well as payment of the Developers' annexation fees to the City.

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

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

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

CONCORD DEVELOPMENT CORPORATION OF ILLINOIS
a Delaware corporation

By: _____

Its: _____

MONTALBANO BUILDERS, INC.,
an Illinois corporation

By: _____

Its: _____

GREATER MIDWESTERN DEVELOPMENT, INC.
a Delaware corporation

By: _____

Its: _____

LAKEWOOD HOMES, INC.
an Illinois corporation

By: _____

Its: _____

SIGNED by the Mayor of the City of Aurora, Illinois, on this ____ day of _____,
1996.

David L. Pierce, Mayor
City of Aurora, Illinois

ATTEST:

Cheryl Vonhoff,
City Clerk

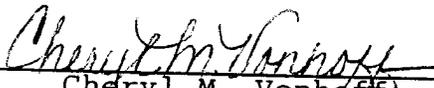
STATE OF ILLINOIS)
COUNTIES OF KANE, DUPAGE,)
KENDALL AND WILL)
CITY OF AURORA)

CERTIFICATE

I, Cheryl M. Vonhoff, DO HEREBY CERTIFY THAT I am the City Clerk of the City of Aurora, Kane, DuPage, Kendall and Will Counties, Illinois, and as such officer, I have the lawful power and duty to keep an index and record of all proceedings of the City Council of said City, and of all Ordinances and Resolutions presented to/or passed by said City Council.

I DO HEREBY FURTHER CERTIFY that the foregoing document is a true, correct and complete copy of Ord. 095-124, now on file in my office and that the proceedings of the City Council of said City at a meeting duly called and held on Dec. 5, 1995, were in accordance with applicable law, at which a quorum was presented and acting throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Aurora, in the State of Illinois this 18th day of June, 1996.



Cheryl M. Vonhoff
City Clerk
City of Aurora, Illinois

(SEAL)