



# City of Aurora

Planning and Zoning Division 44 E. Downer Place, Aurora, IL 60507-2067  
phone (630)256-3080 fax (630)-256-3081 email COAPlanning@aurora-il.org

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## Land Use Petition

Project Number: 2015.100

### Petitioner Information

Title: Mr. First Name: Rick Initial: \_\_\_\_\_ Last Name: Zirk

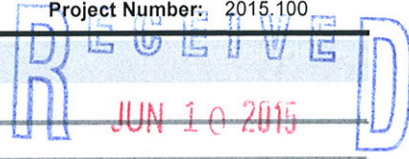
Company: Orleans RHIL, LP

Job Title: \_\_\_\_\_ Address: 1834 Walden Office Square

City: Schaumburg State: IL Zip: 60173 Email: rzirk@orleanshomes.com

Phone: 847-202-2244 Fax: 847-925-1403 Mobile: 847-417-9256

Petitioner Relationship to Property Owner\* Owner



*\*If Petitioner is NOT the Subject Property Owner a Letter of Authorization with owner's Name and contact information is required.*

### Subject Property Information

Address/Location: Verona Ridge, Unit 4 - Star Grass Circle

Parcel Number(s): 14-12-349-001-007; 14-12-349-011-020; 14-12-350-001-015; 14-12-325-001-008; 14-12-374-001-003

### Petition Request

Requesting approval of a Final Plat for Lots 1-43 of Verona Ridge, Unit 4 Subdivision located at Star Grass Circle for 43 single-family detached home units

### Attachments Required

(hard copies and CD of digital files are required)

- |                                       |                                         |                                |
|---------------------------------------|-----------------------------------------|--------------------------------|
| One Copy of:                          | Two Copies of:                          | Four Copies of:                |
| Development Tables (excel doc 1-0)    | Final Engineering Plans (Checklist 1-4) | Final Plat (FG2-5)             |
| Filing Fee Worksheet (Form 1-6)       | Kane County Stormwater Management       | Address Plat (FG2-17)          |
| Project Contact Info Sheet (Form 1-5) | Permit Application (App 6-5)            | Land/Cash Worksheet (Form 1-7) |
| Letter of Authorization* (FG2-1)      | Stormwater Report (FG2-16)              |                                |
| Qualifying Statement (FG2-1)          | Soil Investigation Report for the Site  |                                |
| Plat of Survey (FG2-1)                | Wetland Determination Report            |                                |
| Legal Description (FG2-1)             |                                         |                                |

### Petition Fee

(Payable to "The City of Aurora")

Total Fee = \$2,208.16 (Planning and Zoning Fee \$1,208.16 + Engineering Filing Fee \$1,000.00 )

I hereby affirm that I have full legal capacity to authorize the filing of this Petition and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signatory invites City representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Petition. The Subject Property Owner must sign this form unless the Contact Person has been authorized to do so per a letter that is attached hereto.

Authorized Signature: [Signature] Date 5-6-15

I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that the authorized signer is personally known to me to be the same person whose name is subscribed to the foregoing instrument and that said person signed sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Given under my hand and notary seal this 6th day of May 2015.

State of Illinois )  
 ) SS NOTARY PUBLIC SEAL

County of Cook )  
 )  
Denise V. Caputo  
Notary Signature

OFFICIAL SEAL  
DENISE V. CAPUTO  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 02/02/18



# City of Aurora

Planning and Zoning Division 1 S. Broadway, 2nd Floor, Aurora, IL  
phone (630) 256-3080 fax (630) 256-3081 email COAPlanning@aurora-il.org

**1-5**

## Project Contact Information Sheet

**Project Number:** #REF!

### Owner

Orleans RHIL, LP

First Name: Rick Initial: \_\_\_\_\_ Last Name: Zirk Title: Mr  
Email Address: rzirk@orleanshomes.c Phone No.: 847.202.2244 Mobile No.: 8447.417.9256

### Additional Contact #1

Relationship to Project: Engineer  
Company Name: CEMCON  
First Name: Mike Initial: \_\_\_\_\_ Last Name: May Title: Mr  
Job Title: Engineer  
Address: 2280 White Oak Circle, Suite 100  
City: Aurora State: IL Zip: 60502-9675  
Email Address: MikeMay@CEMCON.c Phone No.: 630.862.2100 Mobile No.: \_\_\_\_\_

### Additional Contact #2

Relationship to Project: Attorney  
Company Name: Meltzer, Purtil and Steele, LLC  
First Name: Chuck Initial: \_\_\_\_\_ Last Name: Byrum Title: Mr  
Job Title: Attorney  
Address: 300 South Wacker Drive  
City: Chicago State: IL Zip: 60606  
Email Address: cbyrum@mpslaw.com Phone No.: 312.987.9900 Mobile No.: \_\_\_\_\_

### Additional Contact #3

Relationship to Project: \_\_ Attorney \_\_ Architect \_\_ Engineer \_\_ Landscape Architect \_\_ Other  
Company Name: \_\_\_\_\_  
First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

### Additional Contact #4

Relationship to Project: \_\_ Attorney \_\_ Architect \_\_ Engineer \_\_ Landscape Architect \_\_ Other  
Company Name: \_\_\_\_\_  
First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

### Additional Contact #5

Relationship to Project: \_\_ Attorney \_\_ Architect \_\_ Engineer \_\_ Landscape Architect \_\_ Other  
Company Name: \_\_\_\_\_  
First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

### Additional Contact #6

Relationship to Project: \_\_ Attorney \_\_ Architect \_\_ Engineer \_\_ Landscape Architect \_\_ Other  
Company Name: \_\_\_\_\_  
First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**QUALIFYING STATEMENT FOR LAND USE PRETITIONS  
VERONA RIDGE  
CITY OF AURORA**

I. *Address the nature of the proposed action.*

The proposed action contemplates the approval of a final plat and engineering plans for Unit 4 of the Verona Ridge Development. The final plat re-instates a previously approved final plat that was reduced to a single lot in 2012. The proposed plat is unchanged from the previously approved plat, and consistent with the approved preliminary plat.

II. *Address the suitability of the subject property for the intended action with respect to health, safety, morals, comfort or general welfare of the area.*

The requested modification does not negatively affect any of the above characteristics of the surrounding area. The proposed action is consistent and in concert with the terms of the previously approved annexation agreement for the parcel. Proposed improvements and intensity of use are consistent with adjoining properties.

III. *Address the suitability of the subject property for the intended action with respect to the use and enjoyment of other property already established in the general area.*

As noted above, the proposed action is consistent and in concert with the terms of the previously approved annexation agreement for the parcel. Proposed improvements and intensity of use are consistent with adjoining properties. Unit 4 is a portion of the Verona Ridge development. Units 1, 2 and 3 are fully developed and built out. Uses in Unit 4 are consistent with the uses and activity in previous phases.

IV. *Address the suitability of the subject property for the intended action with respect to maintaining property values in the neighborhood.*

The proposed uses are consistent with surrounding single family homes uses. The value of the homes within Unit 4 will continue the home price values of the surrounding existing homes.

V. *Address the suitability of the subject property for the intended action with respect to the normal and orderly development and improvement of the surrounding property for uses established or permitted within their respective existing zoning district.*

As noted above, the proposed action is consistent and in concert with the terms of the previously approved annexation agreement for the parcel. Proposed improvements and intensity of use are consistent with adjoining properties. Unit 4 is a portion of the Verona Ridge development. Units 1, 2 and 3 are fully developed and built out. Uses in Unit 4 are consistent with the uses and activity in previous phases.

- VI. *Address the suitability of the subject property for the intended action with respect to Utilities, access roads, drainage and or necessary facilities.*

The proposed development extends existing facilities and utility in an orderly and managed fashion. Provisions for Unit 4 were provided in the overall drainage and utility design for Verona Ridge. The presented final engineering plans are consistent with those originally approved for this phase of development.

- VII. *Address the suitability of the subject property for the intended action with respect to egress and ingress as it relates to traffic congestion in public streets*

Unit 4 remains at the unit count and intensity of use contemplated in the original design plans. Traffic generated from the area is not expected to differ in any way from the initial design assumptions.

- VIII. *Address the suitability of the subject property for the intended action with respect to the applicable regulations of the zoning district in which the subject property is proposed to be or is located*

The proposed land use, and plat remain consistent with the annexation agreement and preliminary plat approved for this area.

- IX. *Address the suitability of the subject property for the intended action with respect to variations, modifications or exceptions from the Village Code*

Petitioner is not seeking any relief that is not provided for in the approved annexation agreement for Verona Ridge

Development Data Table: Qualifying Statement					
Description	Value	Unit	Description	Value	Unit
DST Project Number	2015.1		m) Total High-water Line for all Stormwater Detention/Retention Facilities	0	Linear Footage of Wet Bottom
Petitioner	Orleans RHIL, LP		n) Number of parking spaces provided (individually accessible)	0	Linear Footage of Dry Bottom
Subdivision Name	Verona Ridge				spaces
Subdivision Unit/Phase	4		i. surface parking lot	258	spaces
Subdivision Lot Number	1 through 43		<i>perpendicular</i>		spaces
a) Tax/Parcel Identification Number(s) (PINs): 14-12-349-001-007; 14-12-349-011-020; 14-12-350-0			<i>parallel</i>		spaces
			<i>angled</i>		spaces
b) Proposed land use(s): Residential Subdivision			<i>handicapped</i>		spaces
			ii. enclosed	258	spaces
c) Total Property Size	17.92	Acres	iii. bike		racks
	780769.00	Square Feet	o) Number of buildings	43	
d) Total Lot Coverage (buildings and pavement)	218,456	Square Feet	i. Number of stories	2	stories
	28%	Percent	ii. Building Square Footage (average)	3,816	square feet
e) open space / landscaping	562,313	Square Feet	iii. Gross Floor Area of commercial use		GFA
	72%	Percent	iv. Building Foundation perimeter (Typical)		Linear Footage
f) Proposed New Right-of-way	3.4	Acres	p) Total Number of Residential Dwelling Units	43	units
	148774	Square Feet	i. Gross Density	2.4	du/acre
	2244	Linear Feet of Centerline	ii. Net Density	2.96	Net Density
g) Proposed New Easements	0	Acres	q) Land to be dedicated to the School District	0	Acres
	0	Square Feet	r) Land to be dedicated to the Park District	0	Acres
h) Total Street Frontage (existing and proposed)	153,390	Linear Footage	s) Construction Value		Dollars
i) Building Foundation perimeter (Typical)	194.00	Linear Footage	t) New Jobs Created		FTE
j) Total Perimeter Yard	475.00	Linear Footage	u) Site Disturbance	17.924	Acres
k) Buffer Yard		Linear Footage	v) School District		
l) Neighborhood Border		Linear Footage	w) Park District		

**Proposed Use Detailed Table: Qualifying Statement**

Description	Value	Unit	Description	Value	Unit
a) Total Number of Residential Dwelling Units	43	units	j) Gasoline station, vehicle repair and service structures		GFA
i. Gross Density	2.4	du/acre			No. of Service Bays
ii. Net Density	2.96	Net Density	k) Car wash facilities		No. of Bays
b) Number of Single Family Dwelling Units	43	units	l) Personal service establishments		GFA
i. Gross Density	2.4	du/acre	m) Retail sales and services - Single-tenant Building		GFA
ii. Net Density	2.96	Net Density	n) Retail sales and services - Multi-tenant Building		GFA
iii. Unit Square Footage (average)	3,216	square feet	o) Retail, sale of bulky items		GFA
iv. Bedroom Mix		% 1 bdr	p) Retail with outdoor display/sales		GFA
		% 2 bdr	q) Malls or shopping center		GFA
		% 3 bdr (20% std)	r) Recreational Facilities		GFA
	100%	%4 bdr (80% std)	s) Manufacturing and Industrial		GFA
v. Number of Single Family Corner Lots	6	units	t) Warehouse, storage or distribution facility		GFA
c) Number of Single Family Attached Dwelling Units	0	units	u) Electronic Data Storage Center		GFA
i. Gross Density		du/acre	v) Theater		Seats
ii. Net Density		Net Density	w) Sports stadium or arena, auditoriums.		GFA
iii. Unit Square Footage (average)		square feet			Fixed Seats
iv. Bedroom Mix		% 1 bdr	x) Exhibition, convention, or conference center		GFA
		% 2 bdr (90% std)	y) Religious Institutions		Seats in Principal Sanctuary
		% 3 bdr (10% std)	z) Amusement park		GFA
		% 4 bdr	w) Hospital building		GFA
d) Number of Multifamily Dwelling Units		units	x) Medical clinic building		GFA
i. Gross Density		du/acre	y) Community facility		GFA
ii. Net Density		Net Density	z) Grade school / middle schools		Classroom
iii. Unit Square Footage (average)		square feet		Auditoriums	Fixed Seats
iv. Bedroom Mix		Efficency	aa) High School		Classroom
		% 1 bdr (40% std)		Auditoriums	No. of Admin Offices
		% 2 bdr (50% std)			Fixed Seats
		% 3 bdr (10% std)	bb) College or university facility		Classroom
e) Number of Dormitories		GFA		Residential	GFA
f) Hotels and motels		Guestrooms		Auditoriums	GFA
Single room occupancy units		Guestrooms			Fixed Seats
Bed and breakfast		Guestrooms	cc) Business, trade or specialty school facility		GFA
Lodging house rooming house or boarding house		Guestrooms	dd) Preschool or daycare		GFA
g) Housing services for the elderly		du	ee) Library building		GFA
h) Business or professional offices, including financial institutions		GFA	ff) Museum, exhibition, or similar facility		GFA
i) Food and beverage establishments		Seats	gg) Funeral homes, mortuaries, and cremation facilities		GFA

**Development Data Table: Preliminary/Final Plan**

Description	Value	Unit	Description	Value	Unit
a) Tax/Parcel Identification Number(s) (PINs): 14-12-349-001-007; 14-12-349-011-020; 14-			j) Total Number of Residential Dwelling Units	43	units
			i. Gross Density	2.4	du/acre
b) Proposed land use(s): Residential Subdivision			ii. Net Density	2.96	Net Density
			k) Number of Single Family Dwelling Units	43	units
c) Total Property Size	17.924	Acres	i. Gross Density	2.4	du/acre
	780,769	Square Feet	ii. Net Density	2.96	Net Density
d) Total Lot Coverage (buildings and pavement)	218,456	Square Feet	iii. Unit Square Footage (average)	3,216	square feet
	28%	Percent	iv. Bedroom Mix	0%	% 1 bdr
e) Open space / landscaping	562,313	Square Feet		0%	% 2 bdr
	72%	Percent		0%	% 3 bdr
f) Land to be dedicated to the School District	0	Acres		100%	% 4 bdr
g) Land to be dedicated to the Park District	0	Acres	v. Number of Single Family Corner Lots	6	units
h) Number of parking spaces provided (individually accessible)	-	spaces	l) Number of Single Family Attached Dwelling Units	0	units
i. surface parking lot	258	spaces	i. Gross Density	0	du/acre
perpendicular	0	spaces	ii. Net Density	0	Net Density
parallel	0	spaces	iii. Unit Square Footage (average)	-	square feet
angled	0	spaces	iv. Bedroom Mix	0%	% 1 bdr
handicapped	0	spaces		0%	% 2 bdr
ii. enclosed	258	spaces		0%	% 3 bdr
iii. bike	0	racks		0%	% 4 bdr
i) Number of buildings	43		m) Number of Multifamily Dwelling Units	0	units
i. Number of stories	2	stories	i. Gross Density	0	du/acre
ii. Building Square Footage (average)	3,816	square feet	ii. Net Density	0	Net Density
iii. Gross Floor Area of commercial use	0	GFA	iii. Unit Square Footage (average)	-	square feet
iv. Building Foundation perimeter (Typical)	0	Linear Footage	iv. Bedroom Mix	0%	Efficiency
				0%	% 1 bdr

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Development Data Table: Preliminary/Final Plat		
Description	Value	Unit
a) Tax/Parcel Identification Number(s) (PINs): 14-12-349-001-007; 14-12-349-011-020; 14-12-3		
b) Subject Property Area	17.924	Acres
	780,769	Square Feet
c) Proposed New Right-of-way	3.4	Acres
	148,774	Square Feet
	2244	Linear Feet of Centerline
D) Proposed New Easements	0	Acres
	-	Square Feet



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Landscape Data Table: Landscape Plan		
Description	Value	Unit
a) Tax/Parcel Identification Number(s) (PINs): 14-12-349-001-007; 14-12-349-011-020; 14-12-350-001-0		
b) Total Property Size	17.92	Acres
	780,769	Square Feet
c) Total Lot Coverage (buildings and pavement)	218,456	Square Feet
	28%	Percent
d) open space / landscaping	562,313	Square Feet
	72%	Percent
e) Total Street Frontage (existing and proposed)	153,390	Linear Footage
f) Building Foundation perimeter (Typical)	194	Linear Footage
g) Total Perimeter Yard	475	Linear Footage
h) Buffer Yard	-	Linear Footage
i) Neighborhood Border	-	Linear Footage
j) Total High-water Line for all Stormwater Detention/Retention Facilities	-	Linear Footage of Wet Bottom
	-	Linear Footage of Dry Bottom
k) Number of Surface Parking Lot Spaces	258	spaces
l) Total Number of Residential Dwelling Units	43	units
m) Total Number Single Family Corner Lots	6	units

Landscape Material Data Table: Landscape Plan			
Symbol	Description	Value	Unit
	<b>a) Total Canopy Trees</b>		<b>Count</b>
	genus #1: List Potential Species		Percent of Canopy Trees
			Caliper at Installation (inches)
	genus #2: List Potential Species		Percent of Canopy Trees
			Caliper at Installation (inches)
	genus #3: List Potential Species		Percent of Canopy Trees
			Caliper at Installation (inches)
	<b>b) Total Evergreens</b>		<b>Count</b>
	genus #1: List Potential Species		Percent of Evergreens
			Height at Installation (feet)
	genus #2: List Potential Species		Percent of Evergreens
			Height at Installation (feet)
	genus #3: List Potential Species		Percent of Evergreens
			Height at Installation (feet)
	<b>c) Total Understory Trees</b>		<b>Count</b>
	genus #1: List Potential Species		Percent of Understory Trees
			Caliper at installation (inches)
			Or Multi-stemed Height at Installation (feet)
	genus #2: List Potential Species		Percent of Understory Trees
			Caliper at Installation (inches)
			Or Multi-stemed Height at Installation (feet)
	genus #3: List Potential Species		Percent of Understory Trees
			Caliper at Installation (inches)
			Or Multi-stemed Height at Installation (feet)
	<b>d) Total Deciduous Shrubs</b>		<b>Count</b>
	genus #1: List Potential Species		Percent of Shrubs
			Height at Installation (inches)
	genus #2: List Potential Species		Percent of Shrubs
			Height at Installation (inches)
	genus #3: List Potential Species		Percent of Shrubs
			Height at Installation (inches)
	<b>e) Total Evergreen Shrubs</b>		<b>Count</b>
	genus #1: List Potential Species		Percent of Shrubs
			Height at Installation (inches)
	genus #2: List Potential Species		Percent of Shrubs
			Height at Installation (inches)
	genus #3: List Potential Species		Percent of Shrubs
			Height at Installation (inches)
	<b>f) Ornamental Grasses</b>		<b>Count</b>
	genus #1: List Potential Species		Size
	genus #2: List Potential Species		Size
	genus #3: List Potential Species		Size
	<b>f) Perennials</b>		<b>Count</b>
	genus #1: List Potential Species		Size
	genus #2: List Potential Species		Size
	genus #3: List Potential Species		Size
	<b>g) Annuals</b>		<b>Count</b>
	genus #1: List Potential Species		Size
	genus #2: List Potential Species		Size
	genus #3: List Potential Species		Size
	<b>h) Groundcover</b>		<b>Count</b>
	genus #1: List Potential Species		Size
	genus #2: List Potential Species		Size
	genus #3: List Potential Species		Size

Planner Count

Landscape Requirement Calculation			Deficient	CTE	Canopy	Understory /Evergreen
Description	Value	Unit				
<b>Stormwater Facility - Wetbottom</b>	<b>0</b>	<b>CTEs</b>	<b>0</b>	<b>0</b>		
<i>Canopy</i>	-					
<i>Non-Canopy</i>	-					
<b>Stormwater Facility - Dry Bottom</b>	<b>0</b>	<b>CTEs</b>	<b>0</b>	<b>0</b>		
<i>Canopy</i>	-					
<i>Non-Canopy</i>	-					
<b>Street Trees</b>	<b>#REF!</b>	<b>CTEs</b>	<b>#REF!</b>	<b>0</b>		
<b>Perimeter Yard</b>	<b>#REF!</b>	<b>CTEs</b>	<b>#REF!</b>	<b>0</b>		
<i>Parking Lot CTE</i>	19.35					
<i>Parking Lot Islands</i>	12.90					
<i>Parking Lot Screening</i>						
<i>Storage Areas</i>						
<b>Foundation</b>	<b>#REF!</b>	<b>CTEs</b>	<b>#REF!</b>	<b>0</b>		
<i>Non-Canopy (100%)</i>	<i>#REF!</i>				<i>Non-Canopy:</i>	0.00
<i>Dumpster Enclosure</i>						
<b>Buffer Yard</b>	<b>#REF!</b>	<b>CTEs</b>	<b>#REF!</b>	<b>0</b>		
<i>Non-Canopy (50%)</i>	<i>#REF!</i>				<i>Non-Canopy:</i>	0.00
<b>Dwelling Unit</b>	<b>46.00</b>	<b>CTEs</b>	<b>-46</b>	<b>0</b>		
<i>Addition for Corner Lots</i>	3.00					
<b>Neighborhood Border</b>	<b>#REF!</b>	<b>CTEs</b>	<b>#REF!</b>	<b>0</b>		
<i>Non-Canopy (50%)</i>	<i>#REF!</i>				<i>Non-Canopy:</i>	0
<b>Total CTEs</b>	<b>#REF!</b>	<b>Total Counted CTEs</b>	<b>#REF!</b>	<b>0.00</b>		

Data Table - Provided           0  
 Planner Count - Provided       0  
 Difference (Req - Count)   #REF!



# City of Aurora

Planning and Zoning Division 1 S. Broadway, 2nd Floor, Aurora, IL  
 phone (630) 256-3080 fax (630) 256-3081 email COAPlanning@aurora-il.org

## Land Cash Calculator

**Project Number:** 2015.1

**Land Cash Agreement Number:** 2015.1

**Petitioner:** Orleans RHIL, LP

**Subdivision Name:** Verona Ridge

**Unit/Phase:**

4

**School District:** 0

**Park District:** 0

**Population Estimates**

Estimated Population for the Development:	161.85
Estimated Elementary Population:	22.79
Estimated Junior High Population:	12.81
Estimated High School Population:	15.48

**School and Park Land Requirements**

	School Acres per Person	School Land Donation Required	Amount of School Land To Be Donated	Net School Land Due
Elementary	0.01833	0.42	0.00	1.187
Junior High	0.03222	0.41		
High School	0.02304	0.36		
Total		1.187		

	Park Acres per Person	Park Land Donation Required	Amount of Park Land To Be Donated	Net Park Land Due
	0.0100	1.619	0.00	1.619

**Bedroom Mix**

	Number of Units	Efficiency	1BDR	2BDR	3BDR	4BDR
SFD	43		0	0	0	43
	School Ac Req:	1.19		Park Ac Req:	1.62	
SFA	0		0	0	0	0
	School Ac Req:	0.00		Park Ac Req:	0.00	
APT	0	0	0	0	0	
	School Ac Req:	0.00		Park Ac Req:	0.00	
		<b>1.187</b>			<b>1.619</b>	

**Cash Equivalents**

2014 Raw Land Value per Acre	\$ 78,449.46	2014 Improved Land Value (1.5 times)	\$ 117,674.19
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School Land Cash Equivilant Owed	\$ 139,710.68	<i>Improved Value</i>
School Dedication Credit	\$ -	<i>Raw Land Value</i>
School Lum Sum Payment Credit	\$ -	
	% Owed	100%

Park Land Cash Equivilant Owed	\$ 190,458.03	<i>Improved Value</i>
Park Dedication Credit	\$ -	<i>Raw Land Value</i>
Park Lum Sum Payment Credit	\$ -	
	% Owed	100%

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.



# City of Aurora

Planning and Zoning Division 1 S. Broadway, 2nd Floor, Aurora, IL  
 phone (630) 256-3080 fax (630) 256-3081 email COAPlanning@aurora-il.org

## Parking Requirement Worksheet

**Project Number:** 2015.1

**Land Cash Agreement Number:** 2015.1

**Petitioner:** Orleans RHIL, LP

**Subdivision Name:** Verona Ridge

**Unit/Phase:** 4

**School District:** 0

**Park District:** 0

### Population Estimates

Estimated Population for the Development:	161.85
Estimated Elementary Population:	22.79
Estimated Junior High Population:	12.81
Estimated High School Population:	15.48

### School and Park Land Requirements

	School Acres per Person	School Land Donation Required	Amount of School Land To Be Donated	Net School Land Due
Elementary	0.01833	0.42	0.00	1.187
Junior High	0.03222	0.41		
High School	0.02304	0.36		
Total		1.187		

	Park Acres per Person	Park Land Donation Required	Amount of Park Land To Be Donated	Net Park Land Due
	0.0100	1.619	0.00	1.619

### Bedroom Mix

	Number of Units	Efficiency	1BDR	2BDR	3BDR	4BDR
SFD	43		0	0	0	43
	School Ac Req:	1.19		Park Ac Req:	1.62	
SFA	0		0	0	0	0
	School Ac Req:	0.00		Park Ac Req:	0.00	
APT	0	0	0	0	0	
	School Ac Req:	0.00		Park Ac Req:	0.00	
		<b>1.187</b>			<b>1.619</b>	

### Cash Equivalents

2014 Raw Land Value per Acre	\$ 78,449.46	2014 Improved Land Value (1.5 times)	\$ 117,674.19
------------------------------	--------------	--------------------------------------	---------------

School Land Cash Equivalent Owed	\$ 139,710.68	Improved Value
School Dedication Credit	\$ -	Raw Land Value
School Lum Sum Payment Credit	\$ -	
	% Owed	100%

Park Land Cash Equivalent Owed	\$ 190,458.03	Improved Value
Park Dedication Credit	\$ -	Raw Land Value
Park Lum Sum Payment Credit	\$ -	
	% Owed	100%

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.

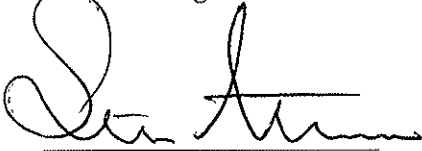
Verified By:

## Legal Description

LOT 165 OF THE ESTATE HOMES OF VERONA RIDGE BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

## Statement of Proprietary Interest

Orleans Homes RHIL is the sole owner of the property commonly known as Units 4 of the Verona Ridge Subdivision.

A handwritten signature in black ink, appearing to read "Steve Atchinson", written over a horizontal line.

Steve Atchinson  
Midwest Division President  
Orleans Homes RHIL

May 6, 2015

Mr. Ty McCarthy  
Associate Planner  
City of Aurora  
1 South Broadway  
Aurora Elgin, IL 60507


Re: Notice of Consent and Disclosure  
Verona Ridge Subdivision Phase 4

Dear Mr. McCarthy:

This correspondence shall serve as authorization by Orleans Homes RHIL, whose Division President is Steve Atchison, to allow Rick Zirk to act on its behalf regarding the approval of final plat and plans, and revised house plans for Unit 4 of the Verona Ridge Subdivision.

This authorization, and the attached articles of organization, and Action of Consent in Writing of the Sole General Partner affirm that Steve Atchison is the Division President of Orleans Homes RHIL and has been afforded the full authority to allow this authorization.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Steve Atchison', with a long horizontal stroke extending to the right.

Steve Atchison,  
For Orleans Homes RHIL, LP



AMENDED AND RESTATED  
LIMITED PARTNERSHIP AGREEMENT  
OF  
ORLEANS RHIL, LP

This Amended and Restated Limited Partnership Agreement is made as of Dec. 31, 2016, 2010 (the "Agreement") by and among RGHP, LLC, a Pennsylvania limited liability company, as the general partner (the "General Partner") and all the parties who sign copies of this agreement to become limited partners (the "Limited Partners"). The General Partner and the Limited Partners are collectively referred to as the "Partners." This Agreement amends and restates in its entirety the Limited Partnership Agreement, dated March 28, 2006 (the "Original Agreement") of Orleans RHIL, LP (the "Partnership") and shall hereafter govern the Partnership which was formed on May 23, 2006, the date of the filing of a Certificate of Limited Partnership with the Secretary of State of the State of Illinois, pursuant to the provisions of the Illinois Revised Uniform Limited Partnership Act (805 ILCS 215 *et seq.*, as amended from time to time ) (the "Act"). The Partnership shall be governed by, and operated pursuant to, the terms and provisions of this Agreement.

Preliminary Statement

WHEREAS, the Partners wish to make certain amendments to the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Original Agreement is hereby amended and restated in its entirety as of the date first above written:

1. Offices and Registered Agent.

(a) The principal office of the Partnership shall be at any location as may hereafter be determined by the General Partner. The General Partner may at any time change the location of such offices and may establish such additional offices for the Partnership as it deems advisable, provided that it gives the Limited Partners written notice thereof. The location will be at 3333 Street Road, One Greenwood Square, Suite 101, Bensalem, PA 19020.

(b) The registered office of the Partnership in the State of Illinois is Illinois Corporation Service Comp., 801 Adlai Stevenson Drive, Springfield, Sagamon County, Illinois, 62703. The name of the registered agent at such address is Illinois Corporation Service Comp.

2. Purpose.

(a) The Partnership is organized for the purpose of any and all activities permitted under applicable law, including, but not limited to, engaging in investment, trading or financing activities of all kinds (for its own account or the accounts of others), and the Partnership may carry on any business relating thereto or arising therefrom, including entering into any

partnership, joint venture or other similar arrangement or owning interests in any entity engaged in any of the foregoing activities.

(b) The Partnership shall have the power to engage in all actions, proceedings, activities and transactions that the General Partner may deem necessary or advisable in connection with the foregoing purposes.

3. Term. The Partnership shall continue until terminated by operation of law or by the General Partner in its sole discretion.

4. Management.

(a) Subject to the terms and conditions of this Agreement, the General Partner shall have full, exclusive and complete discretion in the management and control of the business and affairs of the Partnership, shall make all decisions regarding the business of the Partnership, and shall have all of the rights, powers and obligations of a general partner of a limited partnership under the laws of the State of Illinois. Except as otherwise expressly provided in this Agreement, the General Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the General Partner's sole judgment, are necessary or appropriate to manage the Partnership's affairs and fulfill the purposes of the Partnership. The General Partner may appoint such officers and agents of the Partnership as the General Partner deems appropriate to carry out and execute the decisions and instructions of the General Partner in the operations of the business of the Partnership. Such officers and agents shall have such duties and powers as are from time to time specified by the General Partner and the General Partner may remove or discharge such officers and agents at any time with or without cause. If the General Partner does not specify the duties and powers of an officer, such officer shall be deemed to have the duties and powers of an officer of a Illinois business corporation with the same title.

(b) Except as otherwise provided herein, the Limited Partners, in their capacity as Limited Partners, shall not participate in the management of or have any control over the Partnership's business and the Limited Partners shall not have the power to represent, act for, sign for or bind the General Partner or the Partnership. The Limited Partners hereby consent to the exercise by the General Partner of the powers conferred on them by this Agreement.

5. Dissolution.

(a) The Partnership shall dissolve upon the happening of the earliest to occur of the following events:

(i) the termination of the Partnership in accordance with paragraph 3 hereof;

(ii) an election by the General Partner to dissolve the Partnership; or

(iii) the entry of an order of judicial dissolution of the Partnership under Section 802 of the Act.

(b) Dissolution of the Partnership shall be effective on the day that the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the term of this Agreement has terminated and the assets of the Partnership have been distributed as provided in this paragraph 5(b). Upon the dissolution of the Partnership, the General Partner shall proceed with the liquidation and distribution of the assets of the Partnership, and upon completion of the winding up of the Partnership shall have the authority to, and shall execute and file a certificate of cancellation and such other documents required to effect and evidence the dissolution and termination of the Partnership. Before the distribution of all the assets of the Partnership, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement. Dissolution, payment of creditors and distribution of the Partnership's assets shall be effected in accordance with the Act, and the General Partner and the Limited Partners shall share in the assets of the Partnership pro rata in the ratio of the total of each Partner's capital account to the total of all Partners' capital accounts (such ratio, expressed as a percentage is a Partner's "Percentage Interest"), less any amount owing by such Partner to the Partnership, or otherwise as determined by the General Partner in its sole discretion.

6. Capital Contributions; Percentage Interest. The Partners shall make capital contributions to the Partnership at the times and in the aggregate amounts determined by the General Partner. Such capital contributions shall be made by the Partners pro rata according to their Percentage Interests. The current Percentage Interest of the General Partner shall be 1% and the Percentage Interest of the Limited Partners shall be 99%.

7. Tax Matters.

(a) Single Partner. Subject to any actions by the General Partner to the contrary, so long as the Partnership shall have a single partner (as determined for U.S. federal, state or local income tax purposes), the Partnership shall, for U.S. federal, state and local income tax purposes, be disregarded as an entity separate from such single partner, pursuant to Treasury Regulation Section 301.7701-3(b)(1)(ii).

(b) Two or More Partners. Subject to any actions by the General Partner to the contrary, if the Partnership has more than one partner (as determined for U.S. federal, state or local income tax purposes), the Partnership shall be treated as a partnership for U.S. federal, state and local income tax purposes pursuant to Treasury Regulation Section 301.7701-3(b)(1)(i). In such a case, the Partnership's items of taxable income, gain, loss, deduction and credit shall be allocated among the Partners as determined by the General Partner and the General Partner shall act as the "tax matters partner" within the meaning of Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended.

(c) Tax Elections. The General Partner may, in its sole discretion, cause the Partnership to make or revoke any tax election that the General Partner deems appropriate.

8. Distributions; Income. Distributions shall be made to the Partners at the times and in the aggregate amounts determined by the General Partner.

9. Transfer. The Limited Partners shall have the right to sell, assign, pledge, transfer or otherwise dispose of all or any part of its interest in the Partnership. However, if the Limited Partners' interest in the Partnership is transferred without the consent of the General Partner, the Limited Partners, jointly and severally with any transferee, shall remain liable for the obligations it would have as Limited Partners pursuant to this agreement.

10. No Agency. This Agreement in no respects creates any agency in any of the Partners on behalf of any other of the Partners and shall in no respect be construed, except as explicitly set forth herein, as an authorization for any of the Partners to represent or act on behalf of any of the other Partners.

11. New Partners. The General Partner may, in its sole and absolute discretion, and on such terms as it may determine, admit new Limited Partners ("Additional Limited Partners") on any date. In addition, substitute limited partners may be admitted to the Partnership pursuant to Section 9 hereof (each such, a "Substitute Limited Partner").

12. Withdrawal; Redemption. Without the consent of the General Partner, no Partner may withdraw as a Partner or make withdrawals from such Partner's capital account. The General Partner may redeem the interest of the Limited Partners at any time for an amount equal to its capital account balance or for such other amount determined by the General Partner in its sole discretion.

13. Limited Liability. The limited partnership interests acquired by the Limited Partners are fully paid and nonassessable. The Limited Partners shall not be liable for the Partnership's obligations in any amount in excess of the capital contributed by each such Partner, plus such Partner's share of undistributed profits and assets.

14. Indemnification.

(a) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she is or was a General Partner of the Partnership, or an officer, director, manager, employee or agent of the General Partner or the Partnership, or is or was serving at the request of the Partnership as a manager, director, officer, employee or agent of a corporation, limited liability company, partnership, joint venture, trust or other enterprise, including a service with respect to an employee benefit plan (an "Indemnitee"), whether the basis of such a Proceeding is alleged action in an official capacity as a General Partner, officer, director, manager, employee or agent or in any other capacity while serving as a General Partner, officer, director, manager, employee or agent, shall be indemnified and held harmless by the Partnership to the fullest extent permitted by the Act (including indemnification for negligence or gross negligence but excluding indemnification (i) for acts or omissions involving actual fraud or willful misconduct or (ii) with respect to any transaction from which the Indemnitee derived an improper personal benefit),

against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith.

(b) The right to indemnification conferred in Section 14(a) shall include the right to be paid by the Partnership the expenses (including attorneys' fees) incurred in defending any Proceeding in advance of its final disposition (an "Advancement of Expenses"). The rights to indemnification and to the Advancement of Expenses conferred in Section 14(a) and this Section 14(b) shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a General Partner, employee or agent and shall inure to the benefit of the Indemnitee's heirs, executors and administrators.

(c) The rights to indemnification and to the Advancement of Expenses conferred in this Section 14 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, agreement, vote of the General Partner, or otherwise.

(d) The Partnership may maintain insurance, at its expense, to protect itself and any person who may become an Indemnitee under Section 14(a) any expense, liability or loss, whether or not the Partnership would have the power to indemnify such person against such expense, liability or loss under the Act.

(e) The Partnership may, to the extent authorized from time to time by the General Partner, grant rights to indemnification and to Advancement of Expenses to any employee or agent of the Partnership to the fullest extent of the provisions of this Section 14.

(f) The Partnership shall have the right to appoint the attorney of record for any person entitled to indemnification or Advancement of Expenses under this Section 14, provided that such appointment is not unreasonable under circumstances.

(g) No repeal or amendment of this Section or any provision hereof, shall adversely affect any rights of any person pursuant to this Section which existed at the time of such repeal or amendment with respect to acts or omissions occurring prior to such repeal or amendment.

15. Exculpation.

(a) Neither the General Partner, nor any of its affiliates, nor any officer, manager, director, employee or agent of the General Partner or the Partnership shall be liable to any Limited Partner or to the Partnership for (i) any action or inaction, unless such action or inaction arises out of, or is attributable to, the gross negligence, willful misconduct or bad faith of such person or (ii) any action or inaction of any employee, broker or other agent of the Partnership or the General Partner; provided that the selection, engagement or retention of such employee, broker or agent did not result from the gross negligence, willful misconduct or bad faith of such person. The General Partner and its affiliates or any officer, manager, or director of the Partnership may consult with counsel, accountants, investment bankers, financial advisers, appraisers and other specialized, reputable, professional consultants or advisers in respect of Partnership affairs and be

fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such persons; provided that the selection, engagement or retention of such consultants or advisers did not result from the gross negligence, willful misconduct or bad faith of such person.

(b) Notwithstanding any of the foregoing to the contrary, the provisions of this Section 15 shall not be construed so as to relieve (or attempt to relieve) a person of any liability, to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section 15 to the fullest extent permitted by law.

(c) No repeal or amendment of this Section or any provision hereof, shall adversely affect any rights of any person pursuant to this Section which existed at the time of such repeal or amendment with respect to acts or omissions occurring prior to such repeal or amendment.

16. Certain Covenants. The Partnership shall not issue any class of non-voting equity securities unless, and solely to the extent, permitted by section 1123(a)(6) of title 11 of the United States Code (the "Bankruptcy Code") as in effect on the effective date of the Partnership's Modified Second Amended Joint Plan of Reorganization, dated November 29, 2010, as amended, and applicable to the Partnership's chapter 11 case; provided, however, that this Section 16 (i) shall have no further force and effect beyond that required under section 1123(a)(6) of the Bankruptcy Code, (ii) shall have force and effect, if any, only for so long as section 1123(a)(6) of the Bankruptcy Code is in effect and applicable to the Partnership, and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect.

17. Benefits of Agreement. There are no intended third party beneficiaries of this Agreement, other than those persons entitled to indemnification hereunder, accordingly, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership or of any Partner or by any other third party, other than those persons entitled to indemnification hereunder accordingly.

18. Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

19. Fiscal Year. The fiscal year of the Partnership shall end on June 30 of each year, subject to change by the General Partner from time to time.

20. Headings. The titles of sections of this Agreement are for convenience of reference only and shall not define or limit any of the provisions of this Agreement.

21. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which shall be considered an original, and all of which shall together constitute but one and the same instrument.

22. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to conflicts of law principles of such State.

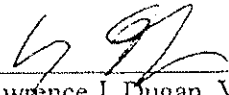
23. Amendments. This Agreement may be amended only by written instrument executed by all the Partners.

IN WITNESS WHEREOF, the undersigned have duly executed this Amended and Restated Limited Partnership Agreement as of the 21<sup>st</sup> day of December 2010.

GENERAL PARTNER:

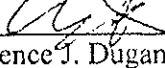
RGHP LLC, a Pennsylvania limited liability company

By: Orleans Homebuilders, Inc., as manager and Member

By:   
\_\_\_\_\_  
Lawrence J. Dugan, Vice President and Secretary

LIMITED PARTNERS:

Orleans Homebuilders, Inc.

By:   
\_\_\_\_\_  
Lawrence J. Dugan, Vice President and Secretary



**FIRST AMENDMENT  
TO  
AMENDED AND RESTATED  
LIMITED PARTNERSHIP AGREEMENT  
OF  
ORLEANS RHIL, LP**

This First Amendment to the Amended and Restated Limited Partnership Agreement is made as of October 3, 2012 (the "First Amendment") by and among RHGP LLC, a Pennsylvania limited liability company, as the general partner (the "General Partner") and Orleans Homebuilders, Inc., a Delaware corporation, as the limited partner (the "Limited Partner"). The General Partner and the Limited Partner are collectively referred to as the "Partners." The First Amendment amends the Amended and Restated Limited Partnership Agreement (the "Restated Agreement") of Orleans RHIL, LP (the "Partnership") made as of December 31, 2010, which restated in its entirety the Limited Partnership Agreement of the Partnership dated March 28, 2006. The First Amendment and the Restated Amendment are collectively referred to as the "Partnership Agreement".

Preliminary Statement

WHEREAS, the General Partner of the Partnership is, and since the inception of the Partnership has been, RHGP LLC; and

WHEREAS, in the Restated Agreement, as a result of a scrivener's error, the name of the General Partner was typed as "RGHP LLC;" and

WHEREAS, the General Partner and the Limited Partner of the Partnership wish to correct the error in the name of the General Partner in the Restated Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Restated Agreement is hereby amended as follows as the date first above written:

1. Name of the General Partner.

(a) The General Partner and the Limited Partner acknowledge that the true, correct and legal name of the General Partner is RHGP LLC, but, due to a scrivener's error, the name of the General Partner was shown in the Restated Agreement as "RGHP LLC."

(b) The General Partner and the Limited Partner hereby amend the Restated Agreement to replace "RGHP LLC" with "RHGP LLC" in each instance in which it occurs in the Restated Agreement.

2. Miscellaneous.

(a) Except as modified by this First Amendment, the Restated Agreement shall continue in full force and effect and each party hereto ratifies, approves and confirms the Restated Agreement, as modified by this First Amendment, in all respects.

(b) No waiver or modification of the terms hereof shall be valid unless in writing signed by each of the Partners.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to conflicts of law principles of such State.

3. Headings. The titles of sections of this First Amendment are for convenience of reference only and shall not define or limit any of the provisions of this First Amendment.


4. Counterparts. This First Amendment may be executed by the parties hereto in counterparts, each of which shall be considered an original, and all of which shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment to Amended and Restated Limited Partnership Agreement of Orleans RHIL, LP as of the 3rd day of October, 2012.

GENERAL PARTNER:

RHGP LLC, a Pennsylvania limited liability company

By: Orleans Homebuilders, Inc., as Manager and Member

By:   
\_\_\_\_\_  
Lawrence J. Dugan, Vice President and Secretary

LIMITED PARTNER:

Orleans Homebuilders, Inc.

By:   
\_\_\_\_\_  
Lawrence J. Dugan, Vice President and Secretary

Form **LP 202-RECE**  
June 2010

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 357  
Springfield, IL 62756  
217-524-6008  
www.cyberdriveillinois.com

Payment must be made by check  
payable to Secretary of State.  
Please do not send cash.

Illinois Uniform Limited Partnership Act  
**Restated Certificate of  
Limited Partnership**

**SUBMIT IN DUPLICATE**  
Please type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$150

Approved: *JW*

Correspondence regarding this filing will be sent to  
the registered agent of the Limited Partnership un-  
less a self-addressed, stamped envelope is included.

FILE #:

5023134

This space for use by Secretary of State.

**FILED**

**JAN 31 2011**

**JESSE WHITE  
SECRETARY OF STATE**

1. Limited Partnership Name: Orleans RHIL LP

2. Address of office at which records required by Section 111 will be kept:

3333 Street Road, Suite 101

Street Address (P.O. Box alone is unacceptable.)

Bensalem, PA 19020

City, State, ZIP

3. Date of filing initial Certificate of Limited Partnership: May 23, 2006

4. Federal Employer Identification Number (F.E.I.N.): 20 4981938

5. Registered Agent: Illinois Corporation Service Company

Name

Registered Office: 801 Adlai Stevenson Drive

Street Address (P.O. Box alone is unacceptable.)

Springfield, IL 62703-4261

City, State, ZIP

6. State all the provisions and changes that amend the existing Certificate of Limited Partnership:  
(Attach additional sheets of this size if more space is needed.)

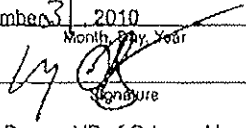
The sole change to the existing limited partnership agreement is to add the Federal Employer Identification Number.

**Form LP 202-RECE**

The following signatures are required:

- at least one General Partner on record or all General Partners on record if changing the designation of the Limited Partnership or Limited Liability Partnership;
- all new General Partners; and
- all Dissociated General Partners.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true, correct and complete.

1. Dated: December 31, 2010  
Month, Day, Year  
  
Signature  
Lawrence J. Dugan, VP of Orleans Homebuilders, Inc.  
Name and Title (type or print)  
sole member of RHGP, LLC, G.P. of the partnership  
General Partner Name if a corporation or other entity

2. Dated: \_\_\_\_\_  
Month, Day, Year  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
General Partner Name if corporation or other entity

3. Dated: \_\_\_\_\_  
Month, Day, Year  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
General Partner Name if corporation or other entity

4. Dated: \_\_\_\_\_  
Month, Day, Year  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)  
\_\_\_\_\_  
General Partner Name if corporation or other entity

**Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures  
may only be used on conformed copies.**



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 2 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR ORLEANS RHIL, LP.

**In Testimony Whereof,** *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of FEBRUARY A.D. 2011*



*Jesse White*

ORLEANS RHIL, LP

Action by Consent in Writing  
of the  
Sole General Partner

Dated: September 17, 2013

The undersigned, constituting the Sole General Partner of ORLEANS RHIL, LP, an Illinois limited partnership (the "Partnership"), by consent in writing, without the formality of convening a meeting, does hereby adopt the recitals and resolutions set forth below and consent to the following actions of the Partnership in accordance with the Illinois Uniform Limited Partnership Act (2001) and the Limited Partnership Agreement of the Partnership:

WHEREAS, the General Partner of the Partnership has determined that it is advisable and in the best interests of the Partnership to appoint Steve Atchison as Division President of the Partnership and to authorize him to execute certain documents on behalf of the Partnership;

NOW, THEREFORE, BE IT

RESOLVED, that Steve Atchison is hereby elected to the office of Division President of the Partnership to serve until his successor in such office has been duly elected and qualified or his earlier death, resignation or removal; and it is

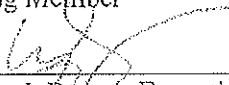
FURTHER RESOLVED, that Steve Atchison, Division President, is hereby authorized and empowered, without any further direction or action by the Partnership or the General Partner of the Partnership or any other officer of the Partnership, to execute, acknowledge and deliver Agreements of Sale, settlement sheets, deeds and other instruments of transfer, conveyance or sale with respect to purchase or sale of land and/or lots by the Partnership in the ordinary course of business

FURTHER RESOLVED, that Steve Atchison, Division President, is hereby authorized and empowered, without any further direction or action by the Partnership or the General Partner of the Partnership or any other officer of the Partnership, to execute, acknowledge and deliver deeds and other instruments of transfer, conveyance or sale with respect to homes by the Partnership to homebuyers in the ordinary course of business; and it is

FURTHER RESOLVED, that, except as set forth in the foregoing resolutions, the officers of the Partnership remains they are on this date.

RHGP LLC, a Pennsylvania limited liability company, General Partner of the Partnership

By: Orleans Homebuilders, Inc., a Delaware corporation,  
Managing Member

By:   
Lawrence J. Dugan, Executive Vice President and  
Secretary



# City of Aurora

Planning and Zoning Division 1 S. Broadway, 2nd Floor, Aurora, IL  
phone (630) 256-3080 fax (630) 256-3081 email COAPlanning@aurora-il.org

**1-6**

## Filing Fee Worksheet

Project Number: 2015.1

Petitioner: Rick Zirk

Number of Acres: 18.09

Number of Signs: 0

Linear Feet of New Roadway: 0

New Acres Subdivided (if applicable): 0

Area of site disturbance: 18.09029

### Filing Fees Due at Land Use Petition:

Request(s):	Final Plan & Plat	\$ 1,208.16
	Final Engineering Filing Fee	\$ 1,000.00
	Sub Total:	\$2,208.16

### Fees Due at Final Engineering Approval:

Request(s):	Select One	0.00
	Sub Total:	\$0.00

**Total: \$2,208.16**

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.



May 6, 2015

Mr. Ty McCarthy  
Associate Planner  
City of Aurora  
1 South Broadway  
Aurora Elgin, IL 60507

Re: Final Plat and Plan Submittal  
Verona Ridge Subdivision Phase 4

Dear Mr. McCarthy:

Attached you will find the documentation outlined in the City of Aurora Land Use Petition form 1-3. I will summarize below our response to each identified item.

**Items requiring one copy for submittal**

**Development Tables:** Copies of the development tables are attached. Some items are preempted by the approved Annexation Agreement for this development. I have attached a copy of the recorded Annexation Agreement for your use.

**Filing Fee Worksheet:** The City provided worksheet form 1-6 and the application check in the amount of \$2,208.16 are attached.

**Project Contact Info Sheet:** Completed form 1-5 is attached

**Letter of Authorization:** A letter of authorization and support documents verifying consent authority are attached. I have also attached a letter of proprietary interest verifying ownership interest in the property.

**Qualifying Statement:** A completed qualifying statement is attached. As this property is regulated and authorized by an existing annexation agreement, the qualifying statement relies heavily on the content of that agreement.

**Plat of Survey:** The existing property is depicted and described on the attached plat of subdivision from 2013 that created a single lot, Lot 165, for this area.

**Legal Description:** A legal description separate from the final plat is provided

### **Items requiring two copies for submittal**

**Final Engineering Plans:** Signed and stamped copies of the final engineering are attached

**Kane Storm Water Permit:** As discussed earlier, CEMCON has prepared a memo outlining the status of those items previously prepared, submitted and approved for earlier phases of the development (phases 1, 2 and 3). This Phase of development is subject to and remains compliant with those previously approved documents.

**Storm Water Report:** As discussed earlier, CEMCON has prepared a memo outlining the status of those items previously prepared, submitted and approved for earlier phases of the development (phases 1, 2 and 3). This Phase of development is subject to and remains compliant with those previously approved documents.

**Soil Investigation Report:** Two copies of the previously submitted 2005 SMC report are attached.

**Wetland Determination:** As discussed earlier, CEMCON has prepared a memo outlining the status of those items previously prepared, submitted and approved for earlier phases of the development (phases 1, 2 and 3). This Phase of development is subject to and remains compliant with those previously approved documents.

### **Items requiring four copies for submittal**

**Final Plat:** Four copies of the final plat are attached

**Address Plat:** Four copies of the address plat are attached

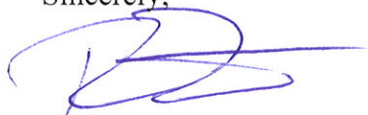
**Land Cash Worksheet:** Four copies of form 1-7 are attached. However, terms of the attached annexation agreement supersede the donation obligations generated by this schedule

Digital copies of all items above are contained on the attached CD.

For your execution, I have also attached four copies of the IEPA water and sanitary sewer construction permit application. At your earliest opportunity, please have the appropriate person sign the permits and return them to me so we can initiate the permit process with IEPA.

If you have any questions regarding these documents, please feel to contact me via cell at 847.417.9256 or email at [rzirk@orleanshomes.com](mailto:rzirk@orleanshomes.com). I would like to thank you in advance for your assistance in completing this final plat approval process

Sincerely,



Rick Zirk  
Director of Land Acquisition