

Property Research Sheet

PRS#: 5718

As of: 9/18/2014

Researched By: Tim Macholl

Address: Lincoln Prairie

Subdivision: Lincoln Prairie

Parcel Number(s): 01-18-400-006; 01-17-100-021; 01-18-100-010; 01-18-100-011; 01-18-200-001; 01-17-100-022; 01-07-400-025; 01-17-100-023; 01-18-200-002; 01-18-200-003; 01-18-400-005; 01-07-400-024; 01-07-400-026

Size: 525.4 Acres

Current Zoning: PDD Business District-General Retail

1929 Zoning: Not Applicable

1957 Zoning: Not Applicable

Comp Plan Designation: Industrial; Medium Density Residential; Commercial; Conservation, Openspace, Recreation, Drainage

School District: SD 308 -Oswego School District

Park District: FVPD - Fox Valley Park District

Ward: 9

Historic District: None

ANPI Neighborhood: None

TIF District: N/A

Current Land Use

Current Land Use: Vacant Land/Open Space

Number of Buildings: 0

Building Built In: N/A

Total Building Area: N/A

Number of Stories: 0

Non-Residential Area: N/A

Total Dwelling Units: 0

Residential Rental: 0

Rental License: N/A

Parking Spaces: 0

Zoning Provisions

Setbacks and Other Bulk Standards: Multi Family Parcels (R-4A)

Requirements are pursuant to the Aurora Zoning Ordinance Section(s) 5 and 7.9.

Setbacks and other bulk standards are typically as follows:

Front Yard Setback: 25 feet

Front to rear - 80 feet

Front to side - 50 feet

Exterior Side Yard Setback: 20 feet

Side to side - 20 feet

Exterior Rear Yard Setback: 40 feet

Additional minimum separations between "Rear loaded" garage buildings (meaning the garage is located on the opposite side of the front door):

Building Separations: Minimum separations between buildings:

Rear to side - 60 feet

Rear to rear - 60 feet (driveway access area)
Front to front - there shall be a minimum separation of 50 feet. However, if the structures are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 50 feet.

Additional minimum separations between "Front loaded" garage buildings (meaning the garage is located on the same side as the front door):

Rear to side - 30 feet

Rear to rear - there shall be a minimum separation of 50 feet. However, if the structures are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 50 feet.

Front to front - 60 feet

Minimum Lot Width and Area: No Requirement

Maximum Lot Coverage: 40%

Maximum Structure Height: 35 feet
Floor Area Ratio: 1.0

Minimum Dwelling Unit Size:

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.

Maximum Density: 7 DU/acre

Minimum Dwelling Unit Size: The total square footage permitted for the residential use shall not exceed the total first floor square footage that is utilized for the office or business use.

Setbacks and Other Bulk Standards: Commercial Parcels (B-2)

Requirements are pursuant to the Aurora Zoning Ordinance Section(s) 5 and 8.3.

Setbacks and other bulk standards are typically as follows:

Front Yard Setback: From Tollway - 75 feet; from Arterial - 30 feet; from other - 15 feet to 20 feet based on building height.

Interior Side Yard Setback: From Fox River - 30 Feet; from residential 20 feet to 30 feet based on building height; from other 5 feet.

Interior Drive Yard Setback: 5 feet

Exterior Side Yard Setback: From Tollway - 75 feet; from Arterial - 30 feet; from other 15 feet to 20 feet based on building height.

Exterior Rear Yard Setback: From Tollway - 75 feet; from Arterial - 30 feet;

from other 15 feet to 20 feet based on building height.

Rear Yard Setback: From Fox River - 30 Feet; from residential 20 feet to 30 feet based on building height; from other - 8 feet.

Setback Exceptions: None

Minimum Lot Width and Area: None

Maximum Lot Coverage: None

Maximum Structure Height: None.

Minimum Primary Structure Size: None

Setbacks and Other Bulk Standards: Manufacturing, Limited (M-1)

Requirements are pursuant to the Aurora Zoning Ordinance Section(s) 5 and 9.2.

Setbacks and other bulk standards are typically as follows:

Front Yard Setback:

- a. 30 feet for any building or parking lot which abuts an arterial street;
- b. 25 feet for any building or parking lot which abuts a collector or local street on the front or exterior rear of the lot;
- c. 15 feet for any building or parking lot which abuts a collector or local street on the exterior side of the lot.

Interior Side Yard Setback:

- a. 25 feet for any building or parking lot which abuts a residential zoning district;
- b. 15 feet for any building or parking lot which abuts all other zoning districts.

Interior yards abutting residential district. There shall be no structure, open storage of materials or equipment, or the parking of vehicles in a required interior yard abutting a residential district. There shall be no paving in such required setbacks except for accessways perpendicular to the street or sidewalks across the lot. Accessways shall not exceed twenty-five (25) feet in width per approved access point. No other driveways or auto maneuvering areas are permitted in the interior yards.

Exterior Side Yard Setback:

- a. 30 feet for any building or parking lot which abuts an arterial street;
- b. 25 feet for any building or parking lot which abuts a collector or local street on the front or exterior rear of the lot;
- c. 15 feet for any building or parking lot which abuts a collector or local street on the exterior side of the lot.

Exterior Side Yard Reverse Corner Setback:

- a. 30 feet for any building or parking lot which abuts an arterial street;
- b. 25 feet for any building or parking lot which abuts a collector or local street on the front or exterior rear of the lot;
- c. 15 feet for any building or parking lot which abuts a collector or local street on the exterior side of the lot.

Exterior Rear Yard Setback:

- a. 30 feet for any building or parking lot which abuts an arterial street;
- b. 25 feet for any building or parking lot which abuts a collector or local street

Rear Yard Setback:

- a. 25 feet for any building or parking lot which abuts a residential zoning district;
- b. 15 feet for any building or parking lot which abuts all other zoning districts.

Interior yards abutting residential district. There shall be no structure, open storage of materials or equipment, or the parking of vehicles in a required interior yard abutting a residential district. There shall be no paving in such required setbacks except for accessways perpendicular to the street or sidewalks across the lot. Accessways shall not exceed twenty-five (25) feet in width per approved access point. No other driveways or auto maneuvering areas are permitted in the interior yards.

Setback Exceptions:

Buffer Yard Requirement:

- a. A 65' wide landscaped outlot shall be provided adjacent to U.S. Route 30. Adjacent to said outlot an additional

setback of 10' shall govern the location of buildings, parking and/or storage. This 10' setback shall supersede any other setback requirements set forth in this Agreement and/or the AZO.

Building Separations: None

Minimum Lot Width and Area: None

Maximum Lot Coverage: 60%

Maximum Structure Height: No building shall be erected or structurally altered to

Setbacks and Other Bulk Standards: Manufacturing, General (M-2)

Requirements are pursuant to the Aurora Zoning Ordinance Section(s) 5 and 9.3.

Setbacks and other bulk standards are typically as follows:

Front Yard Setback:

- a. 30 feet for any building or parking lot which abuts an arterial street;
- b. 25 feet for any building or parking lot which abuts a collector or local street

Interior Side Yard Setback:

- a. 60 feet for any building or parking lot which abuts a residential zoning district;
- b. 15 feet for any building or parking lot which abuts all other zoning districts.

Interior yards abutting residential district. There shall be no structure, open storage of materials or equipment, or the parking of vehicles in a required interior yard abutting a residential district. There shall be no paving in such required setbacks except for access ways perpendicular to the street or sidewalks across the lot. Access ways shall not exceed twenty-five (25) feet in width per approved access point. No other driveways or auto maneuvering areas are permitted in the interior yards.

Exterior Side Yard Setback:

- a. 30 feet for any building or parking lot which abuts an arterial street;
- b. 25 feet for any building or parking lot which abuts a collector or local street

exceed a height of five (5) stories nor shall it exceed fifty-five (55) feet in height except as provided in section 5.3 of the Aurora Zoning Ordinance. Any structures other than buildings shall not exceed one hundred (100) feet in height.

Floor Area Ratio: None

Minimum Primary Structure Size: None

Minimum Dwelling Unit Size: None

Maximum Density: None

Exterior Side Yard Reverse Corner Setback:

- a. 30 feet for any building or parking lot which abuts an arterial street;
- b. 25 feet for any building or parking lot which abuts a collector or local street

Exterior Rear Yard Setback:

- a. 30 feet for any building or parking lot which abuts an arterial street;
- b. 25 feet for any building or parking lot which abuts a collector or local street

Rear Yard Setback:

- a. 60 feet for any building or parking lot which abuts a residential zoning district;
- b. 15 feet for any building or parking lot which abuts all other zoning districts.

Interior yards abutting residential district. There shall be no structure, open storage of materials or equipment, or the parking of vehicles in a required interior yard abutting a residential district. There shall be no paving in such required setbacks except for access ways perpendicular to the street or sidewalks across the lot. Access ways shall not exceed twenty-five (25) feet in width per approved access point. No other driveways or auto

maneuvering areas are permitted in the interior yards.

Setback Exceptions:

a. A 50' wide landscaped outlot shall be provided in Parcel 5 adjacent to Jllth Street (with the exception of any stormwater detention areas). Buildings, parking and/or storage areas may be located immediately adjacent to said outlot with the exception of concrete manufacturing facilities and/or material stockpiles which shall be located a minimum of 150'. This setback requirement shall supersede any other setback requirements set forth in this Agreement or the AZO.

Building Separations: None

Minimum Lot Width and Area: None

Maximum Lot Coverage: None

Maximum Structure Height: No building shall be erected or structurally altered to exceed a height of seven (7) stories nor shall it exceed eighty-five (85) feet in height except as provided in section 5.3 of the Aurora Zoning Ordinance. Any structures other than buildings shall not exceed one hundred fifty (150) feet in height.

Floor Area Ratio: None

Minimum Primary Structure Size: None

Minimum Dwelling Unit Size: None

Maximum Density: None

Parking and Loading:

The Parking and Loading requirements are pursuant to the Aurora Zoning Ordinance Table Two: Schedule of Off-street Parking Requirements and Section(s) 5, 8.3(Commercial), 9.2 (Manufacturing, Limited) and 9.3 (Manufacturing, General).

Residential Specific Parking: Minimum parking- 2.75 individually accessible spaces per DU; such spaces include those in garages, on aprons, in bays and on the street, and must be evenly distributed throughout Neighborhood Two, 2.0 of said spaces must be enclosed .75 of spaces may be on public right-of-way

Permitted Uses: Commercial Parcels:

Permitted Uses are pursuant to the Aurora Zoning Ordinance Table One: Use Categories and Section(s) 4.2, 8.3. Permitted Use Exceptions: On the Commercial Parcels, a gasoline service station including a mini-mart and car wash shall be considered a permitted use and subject only to site plan approval. A truck-stop at 111th and U.S. Route 30 shall also be a permitted use, on Parcels 6 and/or 7.

Permitted Uses: Multi Family Parcels

Permitted Uses are pursuant to the Aurora Zoning Ordinance Table One: Use Categories and Section(s) 4.2, 7.9. Permitted Use Exceptions: 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

Special Uses:

Special Uses are pursuant to the Aurora Zoning Ordinance Table One: Use Categories and Section(s) 4.3, 8.3, 9.2 (Manufacturing, Limited) and 9.3 (Manufacturing, General).

Limited But Permitted Uses:

Limited but Permitted Uses are pursuant to the Aurora Zoning Ordinance Table One: Use Categories and Section(s) 4.3, 8.3, 9.2 (Manufacturing, Limited) and 9.3 (Manufacturing, General).

Legislative History

This is the known Legislative History for the Subject Property:

R01-048 approved on 2/13/2001: A RESOLUTION INITIATING THE PUBLIC HEARING PROCESS TO CONSIDER A REVISION TO AURORA'S COMPREHENSIVE PLAN MODIFYING THE LAND USE AND ROADWAY DESIGNATIONS FOR THE PROPERTY GENERALLY LOCATED SOUTH OF 87TH STREET; WEST OF THE EJ&E RAILROAD; EAST OF ILLINOIS ROUTE 30; AND NORTH OF WOLFS ROAD.

002-111 approved on 10/22/2002: AN ORDINANCE APPROVING REVISIONS TO AURORA'S COMPREHENSIVE PLAN FOR PROPERTY LOCATED GENERALLY SOUTH OF 87TH STREET; WEST OF THE EJ&E RAILROAD; EAST OF ILLINOIS ROUTE 30; AND NORTH OF 111TH STREET.

002-160 approved on 12/10/2002: AN ORDINANCE PROVIDING FOR THE EXECUTION OF AN ANNEXATION AGREEMENT PROVIDING FOR PLANNED DEVELOPMENT DISTRICT ZONING WITH THE OWNERS OF RECORD OF TERRITORY WHICH MAY BE ANNEXED TO THE CITY OF AURORA AND WHICH IS LOCATED EAST OF ROUTE 30, SOUTH OF WOLF'S CROSSING ROAD AND NORTH OF 111TH STREET IN WILL COUNTY ILLINOIS.

002-161 approved on 12/10/2002: AN ORDINANCE ANNEXING CERTAIN PROPERTY LOCATED EAST OF ROUTE 30, SOUTH OF WOLF'S CROSSING ROAD AND NORTH OF 111TH STREET TO THE CITY OF AURORA, ILLINOIS 60564 PURSUANT TO AN APPROVED ANNEXATION AGREEMENT.

002-162 approved on 12/10/2002: AN ORDINANCE ESTABLISHING A PLANNED DEVELOPMENT DISTRICT, AND APPROVING A PLAN DESCRIPTION FOR 525.4 ACRES LOCATED EAST OF ROUTE 30, SOUTH OF WOLF'S CROSSING ROAD AND NORTH OF 111TH STREET.

R05-467 approved on 10/25/2005: RESOLUTION APPROVING A PRELIMINARY PLAN AND PLAT FOR THE LINCOLN PRAIRIE SUBDIVISION ON APPROXIMATELY 65 ACRES SOUTHEAST OF THE EOLA ROAD (HEGGS) AND WOLF'S CROSSING INTERSECTION BY FIVE H, LLC AND KB HOMES

PDFNL06.007 approved on 3/30/2006: RESOLUTION APPROVING THE FINAL PLAT AND PLAN FOR UNIT 1A OF LINCOLN PRAIRIE SUBDIVISION BEING VACANT LAND LOCATED AT THE SOUTHEAST CORNER OF EOLA ROAD AND WOLF'S CROSSING IN THE CITY OF AURORA, ILLINOIS

Location Maps Attached:

Aerial Overview

Aerial Map

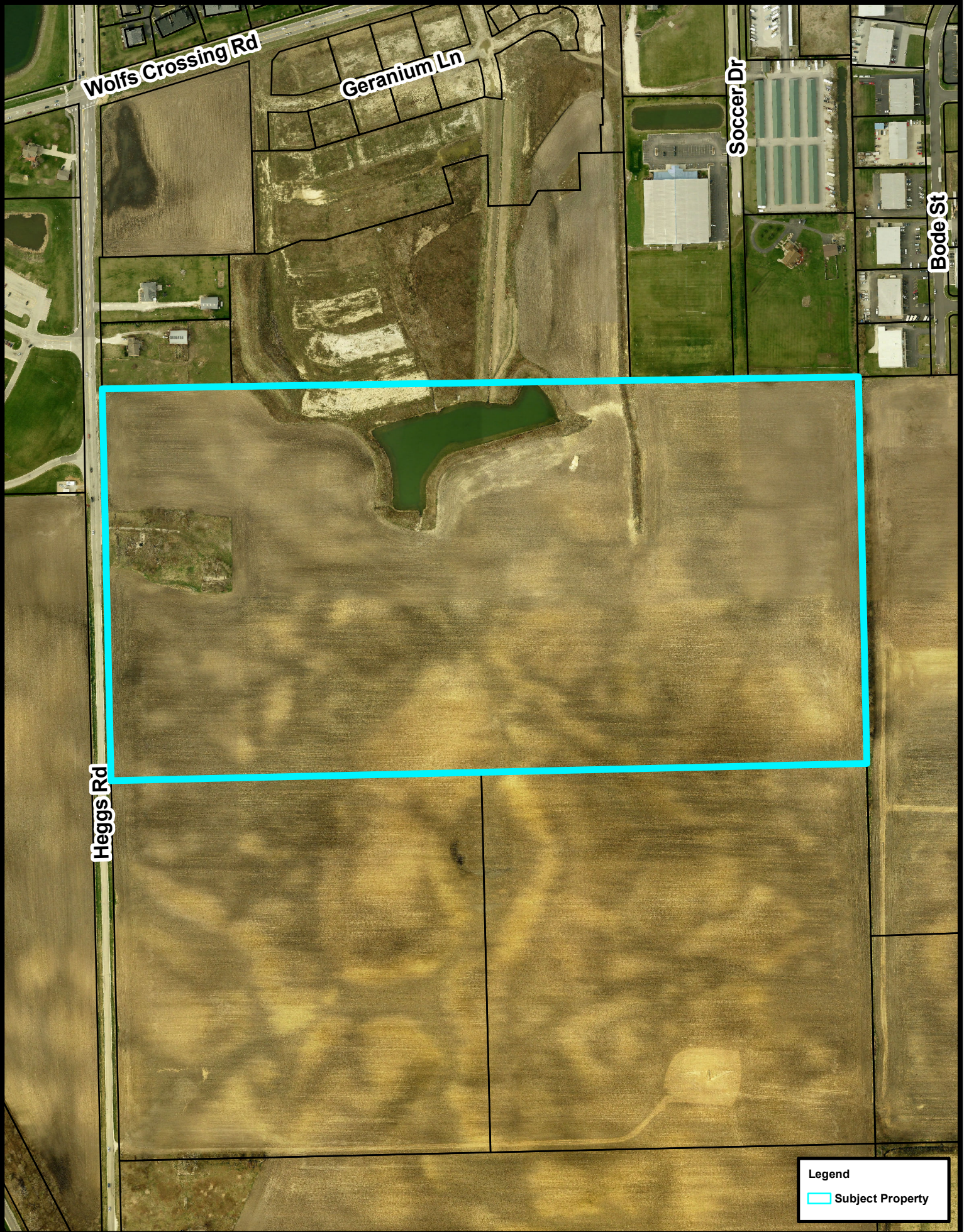
Zoning Map

Comprehensive Plan Map

Water Atlas

Sewer Atlas

Other



Wolfs Crossing Rd

Geranium Ln

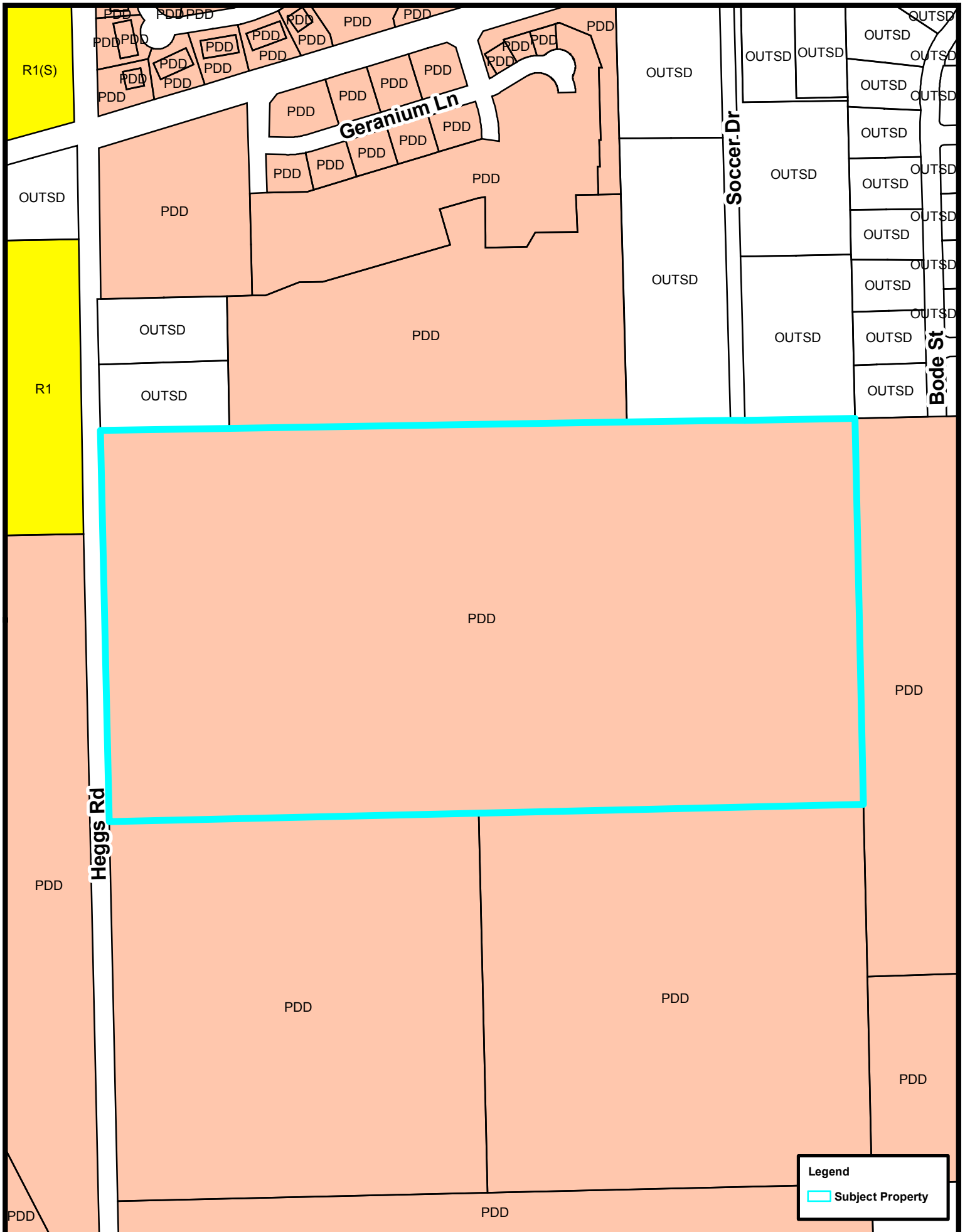
Soccer Dr

Bode St

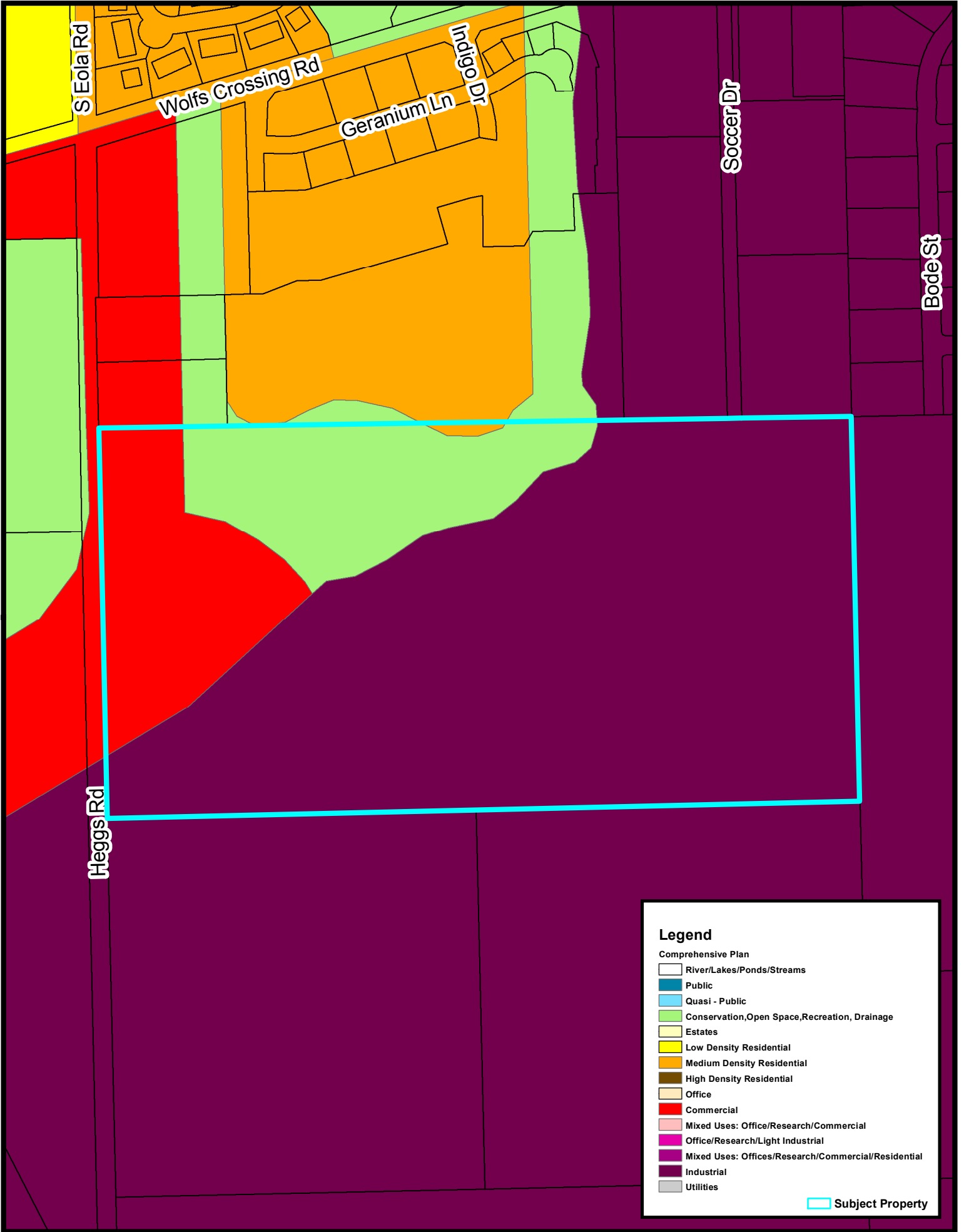
Heggs Rd

Legend
Subject Property

Zoning Plan (1:5,000):

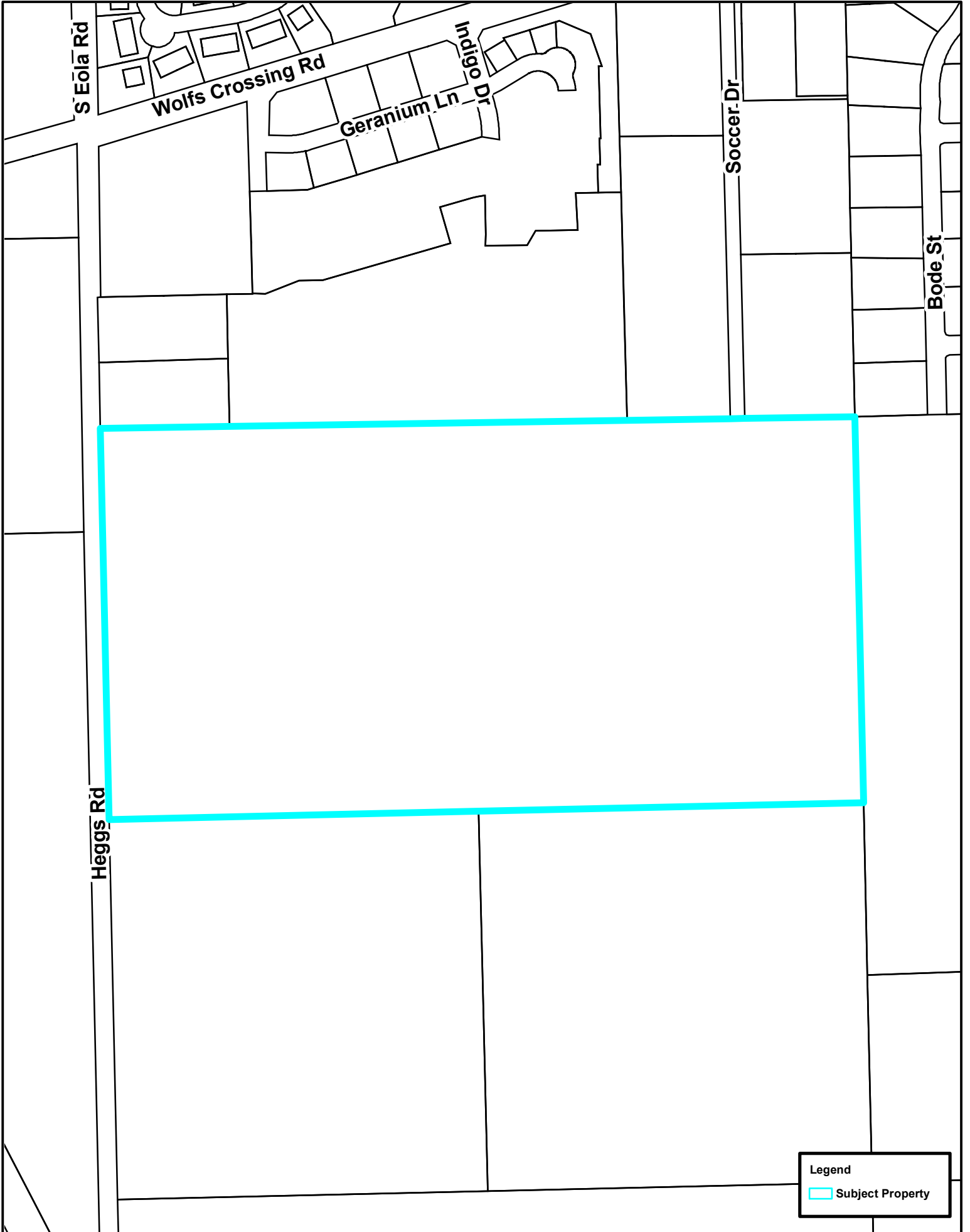


Comprehensive Plan (1:5,000):

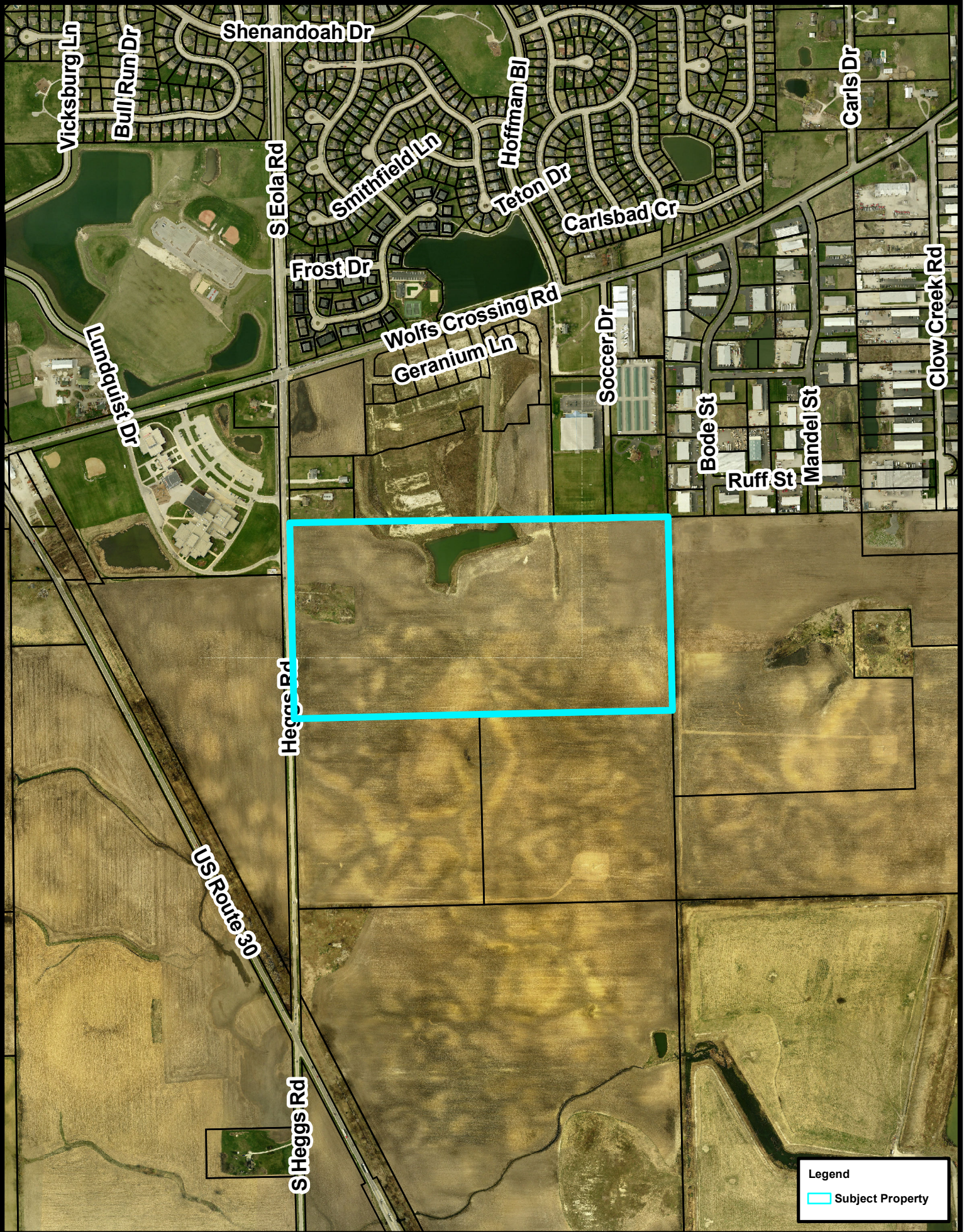


Other Map (1:5,000):

N

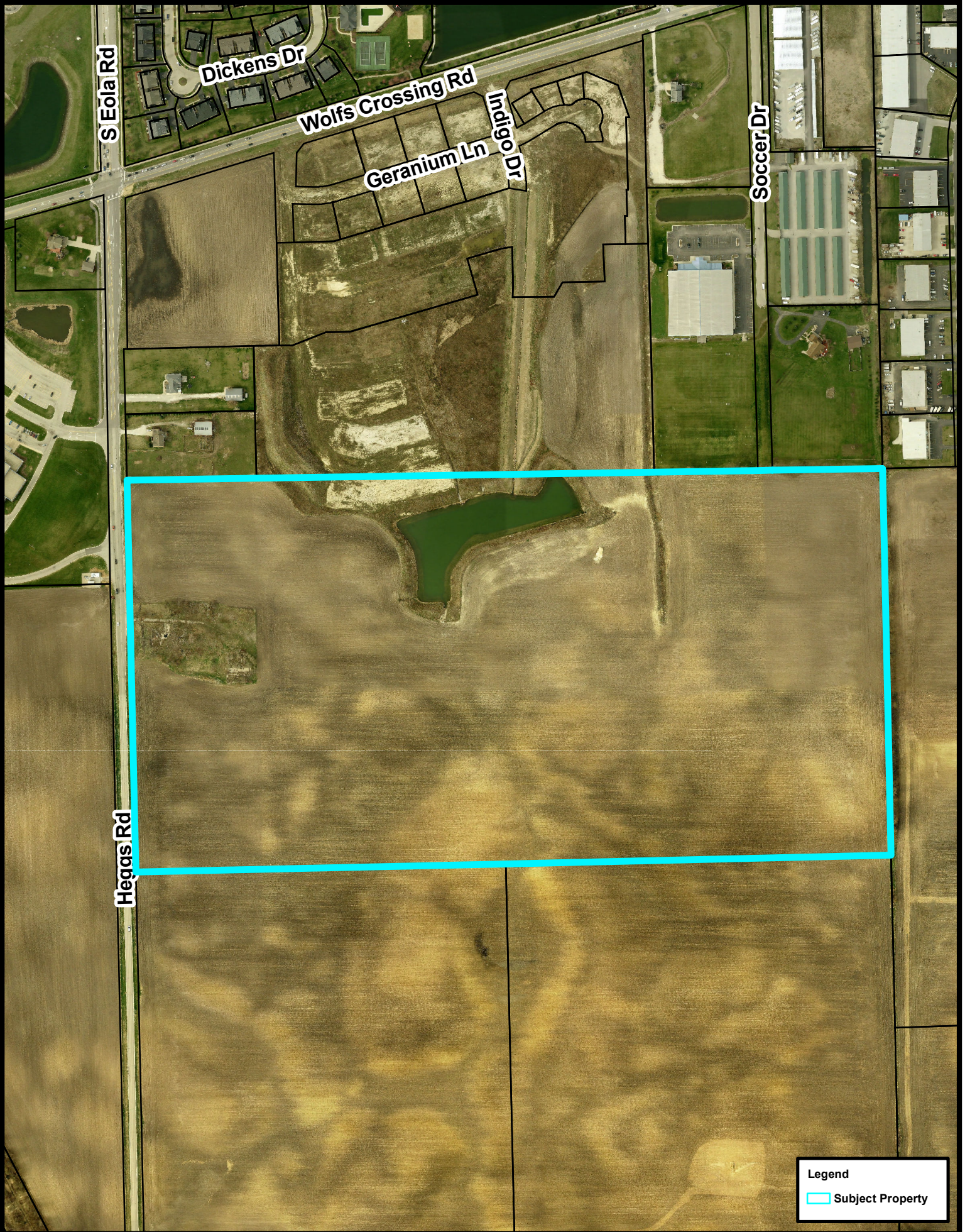


Legend
Subject Property



Legend

- Subject Property



S Eola Rd

Dickens Dr

Wolfs Crossing Rd

Geranium Ln

Indigo Dr

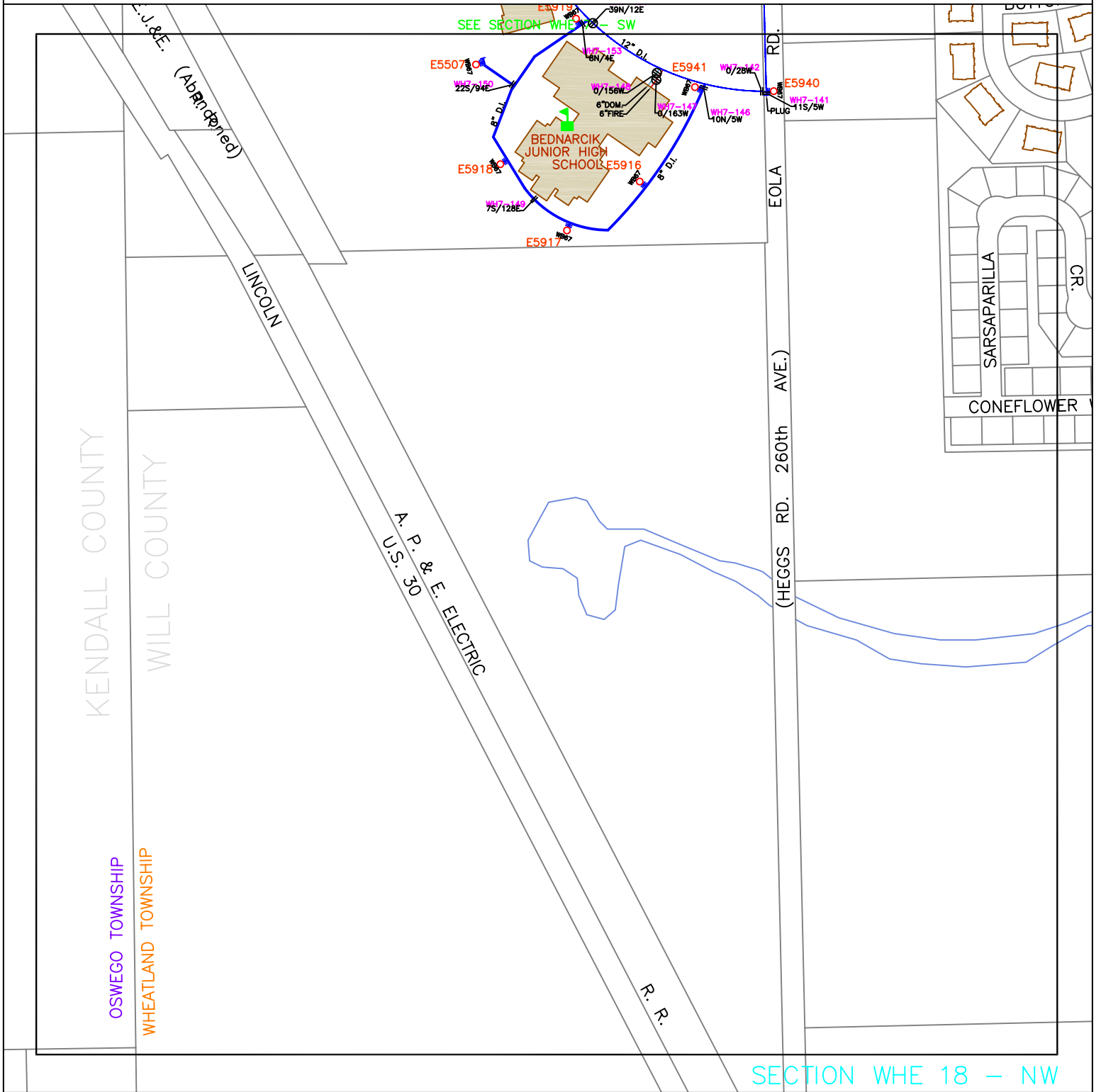
Soccer Dr

Hegas Rd

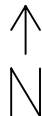
Legend
Subject Property

WATER ATLAS

WHE 18 NW



SECTION WHE 18 - NW



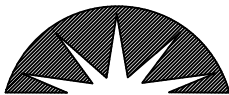
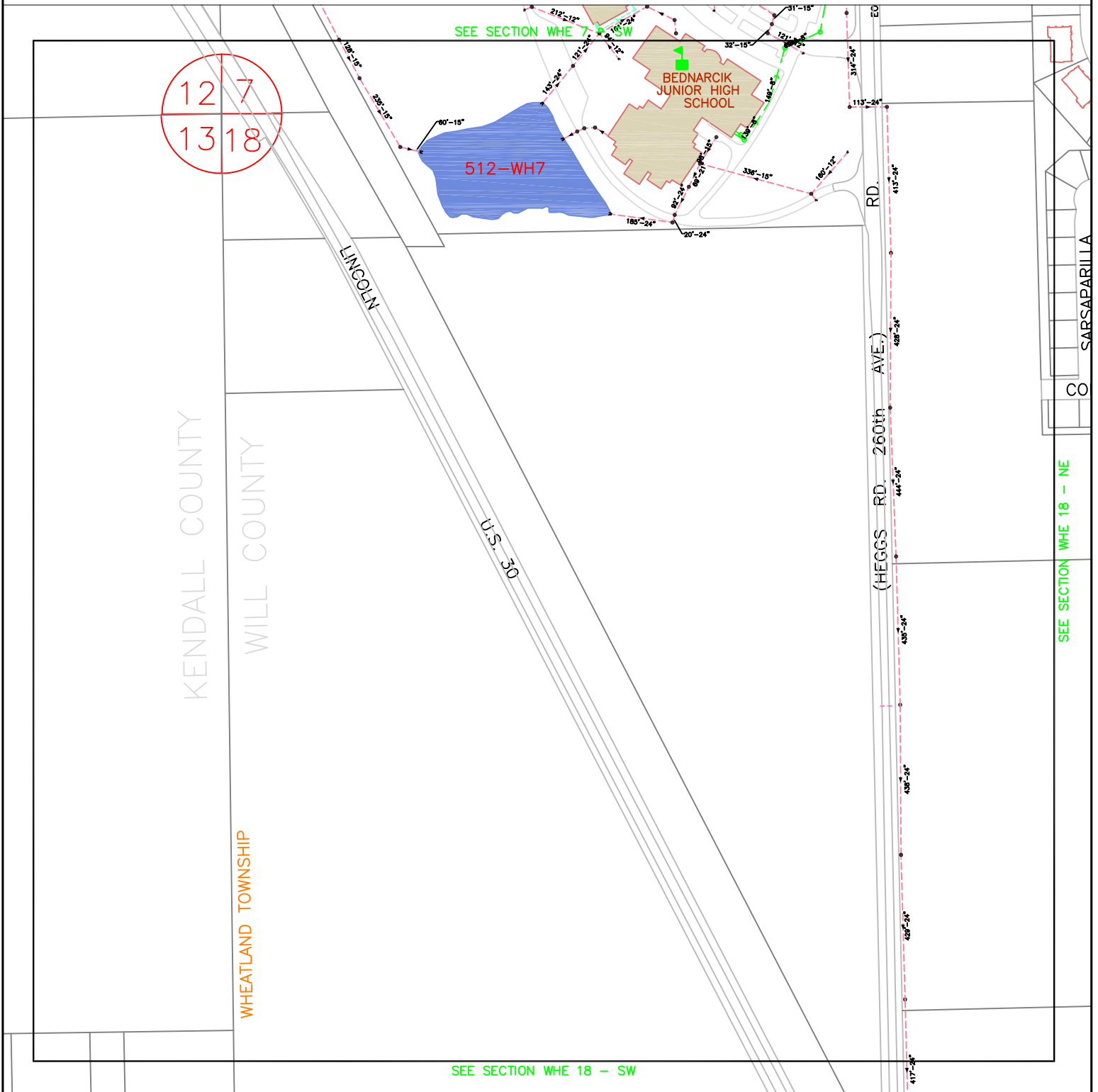
CITY OF AURORA
WATER AND SEWER
649 S. RIVER, AURORA, IL

DRAWN BY: JJ
DATE: 10/2009

APPROVED BY: JMD
FILE NAME: WATER ATLAS

SEWER ATLAS

WHE 18 NW



CITY OF AURORA
ENGINEERING
44 E. DOWNER PLACE

DRAWN BY:	JJ
DATE:	4/2014

APPROVED BY:	LES
FILE NAME:	SEWER ATLAS



MARY ANN STUKEL

66P

Will County Recorder
Will County

R 2003012826

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PC1 Date 01/17/2003

Time 15:57:52

Recording Fees:

80.00

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 a 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. 002-160, now on file in my office and that the proceedings of the City Council of said City at the meeting duly called and held on December 10, 2002, were in accordance with applicable law, at which a quorum was present and acting throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Aurora, Illinois this 15th day of January, 2002.

Cheryl M. Vonhoff
Cheryl M. Vonhoff
City Clerk
City of Aurora, Illinois

(SEAL)

Dismmermuth Bristol Coline & West
123 Water St
Naperville IL 60540

(66)

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1876

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ORIGINAL



CITY OF AURORA
CITY COUNCIL

ORDINANCE NUMBER 02-160

DATE OF PASSAGE 12.10.02

PETITIONER: Five H, L.L.C.

AN ORDINANCE PROVIDING FOR THE EXECUTION OF AN ANNEXATION AGREEMENT PROVIDING FOR PLANNED DEVELOPMENT DISTRICT ZONING WITH THE OWNERS OF RECORD OF TERRITORY WHICH MAY BE ANNEXED TO THE CITY OF AURORA AND WHICH IS LOCATED EAST OF ROUTE 30, SOUTH OF WOLF'S CROSSING ROAD AND NORTH OF 111TH STREET IN WILL COUNTY ILLINOIS.

WHEREAS, the City of Aurora has a population of more than 25,000 persons in it and is, therefore, a home rule unit as defined in Article VII, section 6(a) of the 1970 Constitution of the State of Illinois; and

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

WHEREAS, a proposed Annexation Agreement in the form of Exhibit "A", attached hereto and included herein by reference as if fully set forth, has been duly submitted to the Corporate Authorities of the City of Aurora with the request that all required hearings be held thereon, and requisition annexation to the City of Aurora of a certain territory therein described, subject to the terms and conditions of said Annexation Agreement, pursuant to Section 11-15.1-1 et seq. Of the Illinois Municipal Code (65 ILCS (1994) 5/11-15.1-1); and

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

WHEREAS, such notice of the public hearing was duly published not less than 15 nor more than 30 days prior to 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

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WHEREAS, the City Council also held a 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 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, Illinois, As follows:

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

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

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

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

PD02.196

RECOMMENDATION

TO: THE COMMITTEE OF THE WHOLE

FROM: THE PLANNING & DEVELOPMENT COMMITTEE

The Planning & Development Committee At Their Meeting On Thursday, November 14, 2002

Recommended **APPROVAL** Of An Ordinance Providing For The Execution Of An Annexation Agreement Providing For Planned Development District Zoning With The Owners Of Record Of Territory Which May Be Annexed To The City Of Aurora And Which Is Located East Of Route 30, South Of Wolf's Crossing Road And North Of 111th Street In Will County Illinois (Five H, L.L.C. – WH18/2-01.244-PA – SP/PH) (A Public Hearing will be scheduled for the 12/10/02 City Council Meeting)

Vote 2-0

Alderman Judy Morrison, Excused Absent

Alderman Chris Beykirch, Excused Absent

Submitted By

Jim Meisch

Alderman Jim Meisch, Chairman

Michael B. Saville

Alderman Michael Saville

Alderman Judith Morrison

Alderman Chris Beykirch, Alternate

Dated This 15th

Day Of November, 2002

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12/10/02

**ANNEXATION AGREEMENT
FOR
LINCOLN PRAIRIE**

THIS ANNEXATION AGREEMENT, hereinafter referred to as "AGREEMENT", made and entered into this 10th day of Dec, 2002 by and between the **CITY OF AURORA, ILLINOIS**, a municipal corporation, hereinafter called "CITY", and **FIVE H, L.L.C.**, an Illinois Limited Liability Company, **DONALD HAMMAN** and **CAROL HAMMAN**, hereinafter called "OWNER(S)" and/or "DEVELOPER".

WITNESSETH:

1. The Owners herein collectively are record title holders of the premises legally described in Attachment "A" attached hereto and consisting of approximately 525.4 acres, hereinafter the Subject Property.
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 Subject 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 for the proposed land uses.

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- c. 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.
 - d. Provision of police protection by the City's fully trained, staffed and equipped Police Department.
 - e. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department.
 - f. 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, 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 recording 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 modifications specified in Section D herein and adopt the Plan Description for the development as set forth in Attachment "C".

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- 4) In the event that an Annexation Petition for the Subject Property is not filed within ninety (90) days, the City may void this Agreement by Ordinance.
- 5) 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 twenty (20) 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 and/or Developer, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Owners and/or Developer herein 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 90 days after execution by the parties hereto.
- 4) The Owner agrees to enter into a land swap with the owners of the property generally located at the southwest corner of Heggs/Eola Road/Wikaduke Trail being the existing Oswego Junior High School site. The swap would consist of the transfer of the School District's section of property south of the proposed Wikaduke Trail (approximately 2.2 acres), and an equal amount of the Subject Property north of the Wikaduke Trail being transferred to the School District prior to the School District dedicating right of way for the Wikaduke Trail. Pursuant to this Agreement the zoning on the newly acquired property south of the proposed Wikaduke Trail would be zoned and incorporated into Parcel 7 of this Planned Development upon ownership and annexation.

The Owner shall work with the Oswego School District and the Village of Oswego to find an alternative route for the Wikaduke Trail that would eliminate the need for the proposed land swap between the School District and the Petitioner. If the City and the Village of Oswego enter into a revised Boundary Agreement which relocates the proposed Wikaduke right-of-way and receives a written release from

the Oswego School District from the land swap obligations within the Annexation Agreement approved with Ordinance 002-105 on September 24, 2002 then the City will agree to allow the petitioner to develop in accordance with the Lincoln Prairie General Use Plan Alternate I, prepared by Schoppe Design Associates dated February 4, 2002 and last revised October 23, 2002, attached hereto and made a part hereof as Attachment B-1 to the Plan Description. The Subject Property shall then be developed in accordance with the Alternate I plan and no further hearings or amendments to the Annexation Agreement shall be required. The City agrees to adopt any necessary ordinances to zone the Subject Property in accordance with the Lincoln Prairie General Land Use Plan Alternate I. The land use provisions for Parcel 7 in the Plan Description shall govern the development of Parcels 7, 8 and 9 on the General Land Use Plan Alternate I.

5. The Wolf's Creek Watershed Area may require a Watershed Plan to be approved by the City of Aurora pursuant to Section 103 of the City Stormwater Control Ordinance, prior to the Development of the Subject Property, with the exception of the proposed relocation of the Kendall County Concrete facility limited to a maximum of 20 acres. The Owner/Developer shall contribute a proportionate share of the cost of said plan and shall abide by the findings of said plan.

The Owner/Developer further agrees to grant to the City upon request and at no cost at a mutually agreeable width and location, an easement for the purpose of conveying off-site stormwater through the Subject Property. The Owner/Developer shall have the ability to relocate said easement with future development

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 modifications which are hereinafter provided in Section D of this Agreement.
- 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 concept 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 plans, plats, 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 as Attachment "C".
- 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. Modifications and Special Uses

- 1) Approval is hereby granted for a Planned Development District with modifications and conditions as set forth within the Planned Development District Plan Description as set forth in Attachment "C".
- 2) In the event that Kendall County Concrete, currently located on the north side of Route 34 adjacent to the Kendall/Kane County line, wishes to abandon operations at its current location, dismantle and remove all structures, equipment and materials, return the site to a vacant state, annex the property into the City of Aurora and relocate its operations to parcel 5 of the Subject Property, the City will agree to grant upon request of the Owner(s) and subject to Will County, any necessary variances to allow the use of a private water well for industrial use, fire protection and potable water use for the operation of a concrete and/or asphalt plant. When City water becomes available within 1000 feet of the site(s) through a looped system approved by the Public Works Department, the then Owner shall utilize City water for potable water needs and fire protection but shall be allowed to continue the use of the private water well for its industrial manufacturing needs.

Any said user(s) shall provide a water storage source in a tank system that can be used for operating a fire suppression system. The Owner shall also provide the City with a letter of indemnification substantially in conformance with the letter attached to Exhibit "C" as Attachment "H".

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 and/or Developer 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 within the residential Parcel 2 in the Planned Development District.

The owner further agrees to participate in the future Oswego School District Impact Fees, payments due with the issuance of each residential building permit.

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

a. Heggs/Eola Road/Wikaduke Trail - Developer agrees to dedicate up to 50' of right-of-way from the center line where the Subject Property is only adjacent to the existing proposed Heggs/Eola/Wikaduke Trail and up to 100' of right-of-way where the proposed roadway is wholly within the Subject Property with a flare up to 120 feet of right of way east of the Route 30 intersection as determined by the Engineering Department. Said right-of-way to be dedicated at the time of development of the Subject Property adjacent thereto. Heggs/Eola/Wikaduke Trail roadway shall be installed as a four-lane cross-section with a 16' landscaped median. Developer agrees to share, at the time of the roadway improvements, up to 30% of the cost of the full improvements of Heggs/Eola/Wikaduke Trail Road where the roadway is adjacent to the Subject Property and up to 60% of the cost of the full improvements where the roadway is wholly within the Subject Property. Said improvement shall be from the northerly right-of-way line of Wolf's Crossing Road to the proposed realignment and connection to the westerly right-of-way line of U.S. Route 30. Said cost share shall not include any costs associated with the acquisition of right-of-way or easements for said roadway alignment. The parties agree to enter into a Roadway Agreement for the Developer's Front Funding of the Heggs/Eola/Wikaduke Trail if the Developer wishes to pursue development of Commercial Parcel 7 prior to the cost sharing construction of said improvement from Wolfs Road to Route 30.

b. 111th Street - Developer agrees to dedicate up to 60' of right-of-way north of the center line of 111th Street at the time of development of the Subject Property parcel adjacent thereto. Further, the Developer agrees to construct one-half of a fully improved four-lane street cross-section roadway with a 16' landscaped median.

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- c. Wolf's Crossing Road - Developer agrees to dedicate up to 50' of right-of-way south of the centerline of Wolf's Crossing Road at the time of development of the Subject Property parcel adjacent thereto. Further, the Developer agrees to construct one-half of a fully improved 39' cross section roadway.

Developer of the residential land use parcel 2 shall contribute at the time of Final Plan and Plat approval up to a total of \$30,000.00 which represents 15% of the Developer's share of the cost of a future traffic signal at the intersection of Eola Road and Wolf's Crossing Road.

- d. U.S. Route 30 - The Developer agrees to contribute up to 60' of right-of-way from the centerline of U.S. Route 30 adjacent to the Subject Property at the time of development of the Subject Property adjacent thereto. Further, the Developer agrees to contribute up to 30% the local share of any Route 30 improvements adjacent to the Subject Property. Payment for said improvements to be made at the time of the IDOT improvements to Route 30, but no later than five (5) years from the approval of the first final plan for the parcel being developed adjacent to said U.S. Route 30.
- e. Heggs Road, north of Route 30 - In the event that the Developer utilizes Heggs Road south of the proposed Eola Road/Wikaduke Trail alignment, there shall be right-of-way dedication of 66'. If the Developer does not utilize said roadway, upon request of the Developer, the City agrees to vacate and transfer to the Developer all of the Heggs Road right-of-way at no cost to the Developer.
- f. Local Residential Streets
If the parking requirement of 2.75 individually accessible off street parking spaces per unit is met the Developer shall be permitted in Land Use Parcel 2 to develop said parcel with 60' right-of-ways, 28' pavement back-to-back barrier curb (B6-12) roadways.

- 3) Owner(s) and City agree(s) that the full access points from the public right-of-way for the Subject Property are hereby granted City approval as shown on the General Land Use Plan for Heggs/Eola Road, 111th Street, Wolf's Crossing Road, Wikaduke Trail and U.S. Route 30, however, these full access points may be subject to other jurisdictional approvals.
- 4) The Owners and/or Developer agree to construct and install a looped 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 installation cost of all

waterlines shall be borne by the Owner and that the Subject Property is required to be served with 12" water lines, except where uses within the development would demand a greater sized water main for fire flow purposes.

Owner agrees to provide, at no cost to the City, a square one acre site reasonably located by the City with a 20' paved access easement from the site to the nearest public right-of-way, for a future City of Aurora water tank facility on Parcel 3 of the Subject Property. Developer agrees to front fund a water tank facility to be constructed by the City in accordance with the Department of Public Works standards with sufficient capacity to provide adequate supply and fire flows to serve all of the area within the City's planning area south of Wolf's Crossing Road. The timing of the construction of said water tank facility shall meet the fire flow requirement needs of the Owner and/or Developer. As outlined in Section F.12 of this Agreement, the Owner shall be granted the right to pursue the establishment of recapture upon future hook-up and use, from any such benefitting properties south of Wolf's Crossing Road and such benefitting properties north of Wolf's Crossing Road between U.S. Route 30 and Eola/Heggs Road. Said benefit north of Wolf's Crossing Road shall be defined as the ability to meet required fire flows that could not have been met with three of the proposed 12" water mains extended to Wolf's Crossings Road but which can be met as a result of Developer's water tank facility improvement.

- 5) Owners and/or Developer 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. Developer agrees to work with Fox Metro to bring sanitary sewer service to Parcels 1, 2, and 3, of the Subject Property. In the event a pump station is required, Fox Metro has agreed to own and maintain said pump station pursuant to the agreement attached hereto as Attachment D.

Owner agrees that in the event that future users of Parcels 4, 5, and 6 require sanitary sewer service, Owner shall request annexation to the Fox Metro Water Reclamation District for said Parcels.

Owner agrees to pay sanitary sewer recapture fees established with Resolution R96-504 approved by the City of Aurora on December 23, 1996.

- 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 Kane County storm water control ordinance as adopted by the City.

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 building permit issuance.
- 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 except for the existing residence and out buildings located on Heggs Road, which buildings may remain for a caretaker's home, office and/or construction purposes and the two-sided v-shaped sign along Route 30 which sign may remain for two (2) years.
- 4) In the event that the Owner and/or Developer, prior to the time that sanitary sewer and /or potable water is available to the site, constructs a concrete cement plant and/or asphalt plant on the Subject Property, said uses shall be allowed to temporarily utilize a private well and/or septic systems, until such time said services are available.
- 5) 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, this Agreement and the Plan Description attached hereto.
- 6) 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.
- 7) 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

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If to the "Owner(s)/
Developer:

Five H, L.L.C.
c/o Donald Hamman
6110 Route 71
Oswego, IL 60543

and to:

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

- 8. The Developer shall satisfy the City's school donation requirements of the School/Park Land/Cash ordinance by the dedication of land adjacent to the existing school site.

The Developer shall satisfy the City's Park donation requirements of the School/Park Land Cash ordinance by the donation of land consisting of a neighborhood park site within the residential development with the remaining requirement being dedicated adjacent to the existing school site and/or cash with the issuance of each building permit for residential uses on the Subject Property.

The amount of land adjacent to the existing school site transferred to the Oswego School District by the Owner/Developer shall be sufficient to relocate the existing soccer field located in the proposed Wikaduke right-of-way, said transfer obligation made up through the combination of the Land Cash Ordinance obligation and the land swap outlined in Section B.4 of this agreement, shall not decrease the commercial use of that part of Parcel 7 lying north of the Wikaduke Trail to a depth of less than 230 feet from the proposed Route 30 right-of-way.

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

- 9. The parties hereto agree to cooperate in applying the provisions of this Agreement and to fulfill the intent of the provisions set forth herein.
- 10. Owners and/or Developer and Developer agree to request an Aurora mailing address from the U.S. Postal Service for the Subject Property prior to building permit application.
- 11. Interim Uses. Until any of the Parcels specified in the Plan Description are developed, the Owner, and their lessees, guests and invitees, may use any said parcels for agricultural use for cash crops and farming uses with no livestock. Parcels 4 and 5 may also be used for hunting. All hunting shall be conducted in accordance with State and Federal Laws and Regulations. All codes and ordinances of the City of Aurora controlling the use and discharge

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of firearms, including but not limited to Aurora Code Article III, Section 29-43, et seq, are hereby amended to permit the discharge of firearms on the Subject Property by Owner and their guests and invitees while engaged in hunting on Parcels 4 and/or 5 of the Subject Property. Hunting shall be restricted to the use of shotguns only.

12. The City agrees to adopt a recapture ordinance to reimburse Developer, as specifically requested subsequent to this agreement, for the cost of any waterlines along the Carls Road alignment and/or through the J. George Smith Property ; any water storage tank facility and/or pumps, as contemplated in Section E.5 of this Agreement, any 111th Street improvements, south of the centerline, any Eola/Heggs Road, U.S. Route 30, and/or Wikaduke road improvements benefitting other properties; and any off-site sanitary sewers, any pump stations and/or force mains, including easement acquisition, engineering, construction and other costs, from owners of property which may reasonably expect to benefit from such facilities. The City shall adopt the recapture ordinance within ninety (90) days following notice from Owner or Developer that the facilities are complete, and upon the certification of actual costs by Owners engineers' and approval by the City Engineer. The recapture ordinance shall provide for Owner or Developer to be paid a reasonable amount of interest on the amount expended in completing the 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, and use by any benefited property owner.
13. 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.
14. Owner agrees to petition and diligently pursue annexation of the Subject Property to the Fox Valley Park District within ninety (90) days of annexation to the City.
15. Owner agrees to petition and diligently pursue the appropriate U.S. Post Office for an "Aurora" mailing address on the Subject Property of this Agreement, within ninety (90) days of annexation to the City.

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

OWNERS & DEVELOPER:
FIVE H, L.L.C., an Illinois Limited Liability Company

By: Donald J Hamman

Attest: Jim Hamman

DONALD HAMMAN

Donald Hamman

CAROL HAMMAN

Carol Hamman

SIGNED by the Mayor of the City of Aurora, Illinois, on this 12th day of Dec., 2002.

David Johnson

Mayor

ATTEST:

Cheryl M. Vonhoff
City Clerk

PARCEL ONE: THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, IN TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL TWO: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, IN TOWNSHIP 37 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL THREE: THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, IN TOWNSHIP 37 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL FOUR: THE SOUTHEAST QUARTER OF SECTION 18, IN TOWNSHIP 37 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE LAND FALLING IN THE RIGHT-OF-WAY OF THE ELGIN, JOLIET, AND EASTERN RAILWAY, AND ALSO EXCEPTING THEREFROM THE LAND FALLING IN THE RIGHT-OF-WAY OF JOLIET, AURORA, AND NORTHERN RAILWAY COMPANY, AS DEDICATED BY INSTRUMENT DATED APRIL 27, 1886, AND RECORDED JANUARY 28, 1887, IN BOOK 212, PAGE 327, AS DOCUMENT NO. 14211), (AND ALSO EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY OF ROUTE 30, DEDICATED PER DOCUMENT NO. 355964 AND RECORDED ON JUNE 14, 1923), WILL COUNTY, ILLINOIS.

PARCEL FIVE: THAT PART OF THE FORMER RIGHT-OF-WAY OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY WHICH LIES IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE FORMER RIGHT-OF-WAY OF THE JOLIET, PLAINFIELD AND AURORA RAILROAD COMPANY WHICH LIES IN SAID SOUTHEAST QUARTER ALSO THAT PART OF U.S. ROUTE 30 LYING NORTHEASTERLY OF THE CENTERLINE OF U.S. ROUTE 30 AND ADJOINING SAID FORMER RIGHT OF WAY, IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS.

PARCEL SIX: THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WEST LINE OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, NOW KNOWN AS THE COMMONWEALTH EDISON COMPANY, BY WARRANTY DEED RECORDED MAY 24, 1926, AS DOCUMENT NO. 394069, COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 0°05'04" WEST MEASURED), ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 567.60 FEET; THENCE SOUTH 89°59'36" EAST 2380.09 FEET (SOUTH 89°59'58" EAST 2378.13 FEET MEASURED) TO THE WEST LINE OF THE 150 FOOT RIGHT-OF-WAY OF COMMONWEALTH EDISON COMPANY; THENCE SOUTH 0°07'45" EAST, ALONG SAID WEST LINE OF SAID RIGHT-OF-WAY, 363.95 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89°52'15" WEST 717.00 FEET; THENCE NORTH 0°07'45" WEST 250.00 FEET; THENCE SOUTH 89°52'15" WEST 400.00 FEET; THENCE SOUTH 0°07'45" EAST 463.00 FEET; THENCE NORTH 89°52'15" EAST 400.00 FEET; THENCE SOUTH 0°07'45" EAST 765.93 FEET; THENCE SOUTH 89°52'15" WEST 1668.07 FEET (1670.03 FEET MEASURED) TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0°05'04" WEST 739.80 FEET (SOUTH 0°08'18" WEST 741.91 FEET MEASURED) ALONG SAID WEST LINE OF SAID NORTHWEST QUARTER, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°58'00" EAST (NORTH 89°59'30" EAST MEASURED), ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 2387.84 FEET (2390.50 FEET MEASURED) TO THE WEST LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE NORTH 0°07'45" WEST ALONG SAID WEST LINE OF SAID RIGHT-OF-WAY, 1715.47 FEET (1715.88 FEET MEASURED) TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

PARCEL SEVEN: THAT PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WEST LINE OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, NOW KNOWN AS THE COMMONWEALTH EDISON COMPANY, BY WARRANTY DEED RECORDED MAY 24, 1926, AS DOCUMENT NO. 394069, EXCEPTING THEREFROM THE PROPERTY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 0°05'04" WEST MEASURED), ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 567.60 FEET; THENCE SOUTH 89°59'36" EAST 2380.09 FEET (SOUTH 89°59'56" EAST 2378.13 FEET MEASURED) TO THE WEST LINE OF THE 150 FOOT RIGHT-OF-WAY OF COMMONWEALTH EDISON COMPANY; THENCE SOUTH 0°07'45" EAST, ALONG SAID WEST LINE OF SAID RIGHT-OF-WAY, 363.95 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89°52'15" WEST 717.00 FEET; THENCE NORTH 0°07'45" WEST 260.00 FEET; THENCE SOUTH 89°52'15" WEST 400.00 FEET; THENCE SOUTH 0°07'45" EAST 463.00 FEET; THENCE NORTH 89°52'15" EAST 400.00 FEET; THENCE SOUTH 0°07'45" EAST 765.93 FEET; THENCE SOUTH 89°62'15" WEST 1668.07 FEET (1670.03 FEET MEASURED) TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0°05'04" WEST 739.80 FEET (SOUTH 0°08'18" WEST 741.91 FEET MEASURED) ALONG SAID WEST LINE OF SAID NORTHWEST QUARTER, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°58'00" EAST (NORTH 89°59'30" EAST MEASURED), ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 2387.84 FEET (2390.50 FEET MEASURED) TO THE WEST LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE NORTH 0°07'46" WEST ALONG SAID WEST LINE OF SAID RIGHT-OF-WAY, 1715.47 FEET (1715.88 FEET MEASURED) TO THE POINT OF BEGINNING, ALSO EXCEPTING THE PROPERTY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°59'36" EAST (SOUTH 89°59'55" EAST MEASURED) 1337.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE 1040.73 FEET TO THE WEST LINE OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, NOW KNOWN AS THE COMMONWEALTH EDISON COMPANY, BY WARRANTY DEED RECORDED MAY 24, 1926, AS DOCUMENT NO. 394069; THENCE SOUTH 0°07'45" EAST ALONG THE LAST DESCRIBED LINE 300.00 FEET; THENCE NORTH 89°59'55" WEST ALONG A LINE 300.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 0°07'45" WEST ALONG A LINE 1043.73 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID COMMONWEALTH EDISON COMPANY WARRANTY DEED RECORDED MAY 24, 1926, AS PER DOCUMENT NO. 394069, 300.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL EIGHT: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF A HIGHWAY KNOWN AS OSWEGO ROAD (EXCEPT THE EASTERLY 791.22 FEET THEREOF, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, AND ALSO EXCEPT THE SOUTHERLY 450.0 FEET OF THE WESTERLY 484.02 FEET THEREOF), IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS.

ATTACHMENT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Following three pages.

Parcel 1:	01-18-200-001
Parcel 2:	01-18-200-002
Parcel 3:	01-18-200-003
Parcel 4:	01-08-400-001
Parcel 5:	01-18-400-005
Parcel 6:	01-17-100-021
Parcel 7:	01-17-100-023
Parcel 8:	01-07-400-013
Parcel 9:	01-18-100-011
Parcel 10 and 11:	01-18-100-010

Property located east of Route 30, South of Wolf's Crossing Road and North of 111th Street to the City of Aurora, Illinois

PARCEL NINE: THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER WHICH LIES NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD AND THAT PART OF THE SOUTH 100 ACRES OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTHEASTERLY OF THE NORTHEASTERLY SAID RIGHT OF WAY LINE OF THE ELGIN JOLIET AND EASTERN RAILROAD, IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS.

PARCEL TEN: THAT PART OF THE FORMER RIGHT OF WAY OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY WHICH LIES IN THE SOUTH 100 ACRES OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SAID RAILROAD RIGHT OF WAY WHICH LIES IN THE SOUTHWEST QUARTER OF SAID 18. IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS.

PARCEL ELEVEN: THAT PART OF THE FORMER RIGHT OF WAY OF THE JOLIET PLAINFIELD AND AURORA RAILROAD COMPANY WHICH LIES IN THE SOUTH 100 ACRES OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SAID RAILROAD RIGHT OF WAY WHICH LIES IN THE SOUTHWEST QUARTER OF SAID SECTION 18, ALSO THAT PART OF U.S. ROUTE 30 LYING NORTHEASTERLY OF THE CENTERLINE OF U.S. ROUTE 30 AND ADJOINING SAID FORMER RIGHT OF WAY. IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS.

ATTACHMENT "B"

**DISCLOSURE OF
BENEFICIAL OWNERS
OF LAND TRUST**

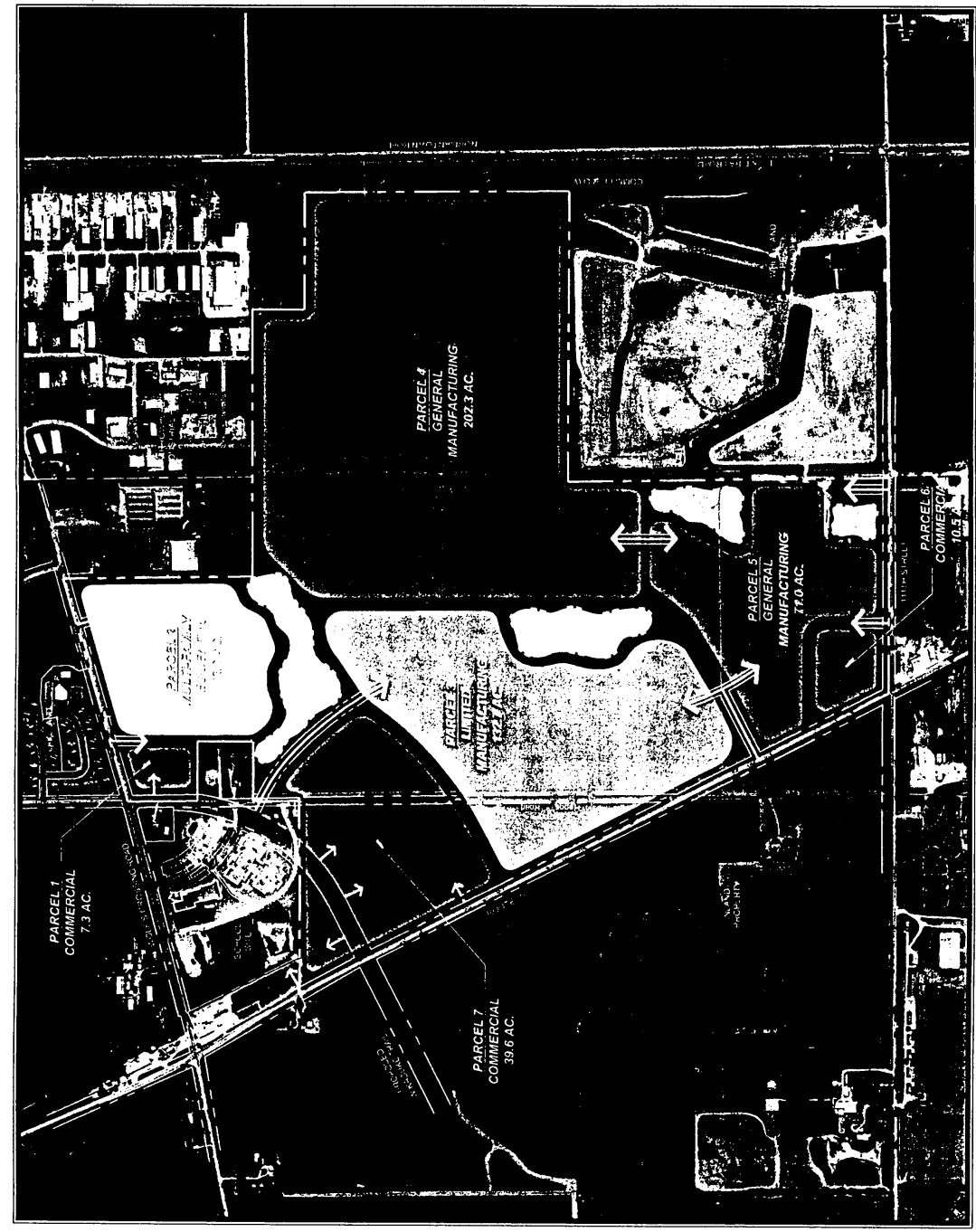
None

R2003012025

LINCOLN PRAIRIE

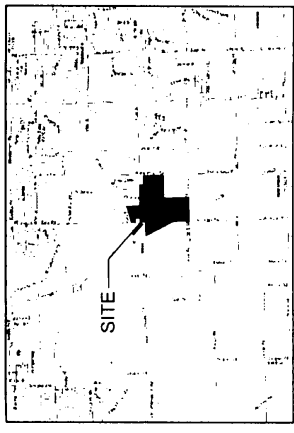
Aurora, Illinois

Attachment B



GENERAL LAND USE PLAN

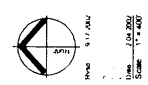
LOCATION MAP



SITE DATA

Land Use	Area
Multi-Family Residential	62.0 Ac.
Commercial	57.4 Ac.
Limited Manufacturing	132.7 Ac.
General Manufacturing	273.3 Ac.
TOTAL	525.4 Ac.

Proposed zoning: Planned development district.



Prepared for
FIVE H.L.L.C.
 6275 ROUTE 71
 OSWEGO, ILLINOIS 60543

Prepared by
SCHOPPE DESIGN ASSOCIATES
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 490 W. DOWNER PLACE
 AURORA, IL 60506

R2003012826

12/10/02

ATTACHMENT C to ANNEXATION AGREEMENT

**A Plan Description for
Lincoln Prairie
Planned Development District Pursuant to
Section 14.7 of the Aurora Zoning Ordinance**

Approved On _____

48258/7

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**A PLAN DESCRIPTION FOR LINCOLN PRAIRIE
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.

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 guide development into energy efficient land use patterns; to insure the provisions of decent housing and a quality living environment for every resident of the City; to promote access to housing opportunities for all economic, racial, religious, ethnic and age groups; to promote a wide variety of housing types; to encourage quality design and practicable innovations in both housing structures and site development; to promote the provision of paved roads, sidewalks, utilities and other public works and improvements to each residence within the City through subdivision requirements or special assessments; to work toward accomplishing complete utilities, including water mains and separated storm and sanitary sewer in all parts of the City; and to encourage the provision of underground utility lines.

In particular, this Planned Development District ("PDD") is designed and intended to promote strong neighborhood identification through a multi-family housing product. Access to individual neighborhoods is generally limited to two or three points.

Consistent with the Comprehensive Plan of 1992, the Subject Property will be developed within the 6 to 10 dwelling unit per acre range for multi-family density residential use with a network of public and private open space and stormwater retention

facilities traversing the Subject Property. Multifamily units are located near the intersection of Heggs/Eola Road, and Wolf's Crossing Road. A commercial area is located at the intersection of Heggs/Eola Road and Wolf's Crossing Road, as well as 111th Street and U.S. Route 30.

The manufacturing areas set forth herein are established to protect the economic base of the City, as well as the value of real estate by regulating manufacturing development in appropriate locations. Further, that the creation of employment opportunities may be found in the interest of public prosperity and welfare.

Finally, to enhance and stabilize the value of land; to protect the tax base of the City and to provide proper standards for performance which will allow manufacturing activities without adversely affecting health, safety and welfare of people living and working in nearby areas.

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

- a. Phase One, Limited Manufacturing and General Manufacturing.
- b. Phase Two, Multi-family Neighborhood, Limited manufacturing and General manufacturing
- c. Phase Three, Commercial

II. GENERAL CHARACTER

A. EXISTING CONDITIONS

1. Subject Property

The Subject Property consists of approximately 525.4 acres lying east of Heggs Road, south of Wolf's Crossing Road and north of 111th Street in Will County. The land is currently being cultivated in row crops. The Subject Property lies within the boundaries of Oswego Community Unit School District 308.

2. Surrounding Property

Land to the north is the Lakewood Valley Townhomes and existing industrial parks. Property to the west is zoned and used for agricultural purposes and a new middle school.

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Property to the east, is the Wheatland Prairie landfill, agricultural purposes and Commonwealth Edison right-of-way. Property to the south is commercial and agricultural.

B. EXISTING ZONING CLASSIFICATIONS

1. Subject Property

The Subject Property is currently zoned A-1 Agricultural and limited industrial under the Will County Zoning Ordinance.

2. Surrounding Property

Property to the north is zoned Planned Development District in the City and limited industrial and estate in Will County. Property to the west is zoned A-1 in Will County. Property to the south is zoned A-1 in Will County. Property to the east is zoned A-1 and general industrial in Will County.

C. COMPREHENSIVE PLAN

1. Subject Property

The City contemplates most of the Subject Property as industrial with some commercial and residential.

2. Surrounding Property

The City contemplates the surrounding property as medium density residential, commercial and industrial.

III. DEVELOPMENT STANDARDS FOR EACH LAND USE PARCEL

A. ZONING

The Planned Development District is intended to be developed by several developers and shall be divided into four (4) land use areas and seven (7) parcels as designated on the General Land Use Plan, which is attached hereto and incorporated herein as Attachment B to this 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.

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A-1.1 General Regulations Applicable to The Multi-family Parcel 2:

A-1.2 Statement of Intent

a. Multi-Family Parcel 2

The Multi-family Parcel referenced as such within this document and on the General Land Use Plan attached as Parcel 2, is approximately 62 gross acres, with a minimum of 40 acres and a maximum of 65 acres, designated as "Multi-family". Upon approval of this document, this parcel shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. Additionally, this parcel may also include private open space, stormwater detention/retention. This area is intended for the construction of Attached Single Family Residence/Townhomes.

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

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

A-1.5 General Provisions

Except as modified herein, the development of the Multi-family parcel shall be governed by the provisions of the Aurora Zoning Ordinance, including, but not limited to the provisions of Section 11-5-7, "R-4A Two -Family Dwelling District", and by the provisions presented in this Section III(B).

a. Plan Approval

The Multi-family parcel 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,

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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 E to Plan Description and incorporated herein.

c. Landscaping and Screening

Landscaping and Screening shall be provided pursuant to the landscaping standards attached hereto and made a part hereto as Attachment D.

d. Parking and Loading

Minimum parking - 2.75 individually accessible spaces per DU; such spaces include those in garages, on aprons, in bays and on the street, and must be evenly distributed throughout Neighborhood Two, 2.0 of said spaces must be enclosed. .75 of spaces may be on public right-of-way.

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-1.6 Nonconforming Buildings and Uses

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

A-1.7 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-1.8 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-1.9 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 - 40 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:

Minimum separations between buildings:

- Front to rear - 80 feet
- Front to side - 50 feet
- Side to side - 20 feet

Additional minimum separations between "Rear loaded" garage buildings (meaning the garage is located on the opposite side of the front door):

- Rear to side - 60 feet
- Rear to rear - 60 feet (driveway access area)
- Front to front - there shall be a minimum separation of 50 feet. However, if the structures are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 50 feet.

Additional minimum separations between "Front loaded" garage buildings (meaning the garage is located on the same side as the front door):

- Rear to side - 30 feet
- Rear to rear - there shall be a minimum separation of 50 feet. However, if the structures are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 50 feet.

Front to front - 60 feet

- d. Minimum Floor Area per Dwelling Unit:
 - = 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. Maximum Density - 7 dwelling units per gross acre

- f. Lot width and area = no requirement

- g. Maximum floor area ratio = 1.0

- h. Maximum Building Height - 35 feet

- i. 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 Regulations Applicable to The Commercial Parcels, Parcels 1, 6, and 7


A-2.2 Statement of Intent

- a. Commercial Parcels

The Commercial Parcels referenced as such within this document and on the General Land Use Plan attached as Parcels 1, 6, and 7, are approximately 7 to 40 gross acres in size, with a minimum of 3 acres and a maximum of 70 acres and designated as "Commercial". Upon approval of this document, those parcels shall be designated as PDD (Planned Development District) on the City of Aurora Zoning Map. These parcels shall be used for general retail, office and business uses as permitted in the B-2 General Retail District.

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

Permitted uses will be subject to the provisions of Section 12.3-1 of the current Aurora Zoning Ordinance. On the Commercial Parcels, a gasoline service station including a mini-mart and car wash shall be considered a permitted use and subject only to site plan approval. A truck-stop at 111th and U.S. Route 30 shall also be a permitted use, on Parcels 6 and/or 7.

A-2.5 General Provisions

The development of the Commercial Parcels 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.

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 E to Plan Description and incorporated herein.

c. Landscaping and Screening

Landscaping and screening shall be provided pursuant to the landscaping standards attached hereto and made a part hereof as Attachment D.

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-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

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

A-3.1 General Regulations Applicable to Limited Manufacturing - Parcel 3:

The Planned Development District is intended to be developed as designated on the General Land Use Plan, which is attached to and incorporated herein as Attachment "B" to the Plan Description.

The characteristics, intent, general provisions, use restrictions and bulk regulations applicable to the Subject Property are set forth in this Section III.

A-3.2 Statement of Intent

The Property referenced as such within this document and on the General Land Use Plan attached as Parcel 3, is approximately 134 gross acres in size with a minimum of 95 acres and a maximum of 135 acres. Upon approval of this document, this parcel shall be designated as PDD Planned Development District on the City of Aurora Zoning Map. The Property may be used for manufacturing, processing, or assembly of materials and products as permitted in this plan description.

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 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 the Property as set forth in this Section III.

A-3.4 Permitted Uses

Permitted uses for the Property will be subject to the provisions of Section 13.2 of the existing Aurora Zoning Ordinance except as modified herein as agreed to by the parties on Attachment F.

A-3.5 General Provisions

The development of the Property shall be governed by the provisions of the Aurora Zoning Ordinance, by specific reference to Section 13.2, "M-1 Manufacturing District, Limited," except as modified herein and by those provisions presented below.

a. Plan Approval

The Property 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 Section V, paragraphs 1(a) and 1(b) of this Plan Description.

b. Signs

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

c. Landscaping and Screening

Landscaping and screening shall be provided pursuant to the Landscaping Standards attached hereto and made a part hereof as Attachment "D".

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-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 except as to those uses listed as permitted uses in Attachment F hereto.

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 Restrictions

Pursuant to the following standards and as modified by Section IV, A(1) herein:

- a. **Height of Buildings.** No building shall be erected or structurally altered to exceed a height of five (5) stories nor shall it exceed fifty-five (55) feet in height except as provided in section 5.3 of the Aurora Zoning Ordinance. Any structures other than buildings shall not exceed one hundred (100) feet in height.
- b. **Yard Areas.** The following minimum setbacks shall be provided and maintained in connection with any building or parking lot.
 1. **Front, exterior side or exterior rear setback requirements:**
 - a. 30 feet for any building or parking lot which abuts an arterial street;
 - b. 25 feet for any building or parking lot which abuts a collector or local street on the front or exterior rear of the lot;
 - c. 15 feet for any building or parking lot which abuts a collector or local street on the exterior side of the lot.
 2. **Interior side or rear yard setback requirements:**
 - a. 25 feet for any building or parking lot which abuts a residential zoning district;
 - b. 15 feet for any building or parking lot which abuts all other zoning districts.

Interior yards abutting residential district. There shall be no structure, open storage of materials or equipment, or the parking of vehicles in a required interior yard abutting a residential district. There shall be no paving in such required setbacks except for accessways perpendicular to the street or sidewalks across the lot. Accessways shall not exceed twenty-five (25) feet in width per approved access point. No other driveways or auto maneuvering areas are permitted in the interior yards.

3. Buffer Yard Requirement:

- a. A 65' wide landscaped outlot shall be provided adjacent to U.S. Route 30. Adjacent to said outlot an additional setback of 10' shall govern the location of buildings, parking and/or storage. This 10' setback shall supersede any other setback requirements set forth in this Agreement and/or the AZO.

A-3.10 Performance Standards

The requirements of Section 13.2-4.1 through 13.2-4.7 shall apply.

A-4.1 General Regulations Applicable to General Manufacturing - Parcels 4 and 5:

The Planned Development District is intended to be developed as designated on the General Land Use Plan, which is attached to and incorporated herein as Attachment "B" to the Plan Description.

The characteristics, intent, general provisions, use restrictions and bulk regulations applicable to the Property are set forth in this Section III.

A-4.2 Statement of Intent

The Property referenced as such within this document and on the General Land Use Plan attached as Parcels 4 and 5 are approximately 273 gross acres in size with a minimum of 250 acres and a maximum of 280 acres. Upon approval of this document, this parcel shall be designated as PDD Planned Development District on the City of Aurora Zoning Map. The Property may be used for manufacturing, processing, or assembly of materials and products as permitted in this Plan Description.

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 the Property as set forth in this Section III.

A-4.4 Permitted Uses

Permitted uses for the Property will be subject to the provisions of Section 13.2 of the existing Aurora Zoning Ordinance except as modified herein and as agreed to by the parties on Attachment G.

A-4.5 General Provisions

The development of the Property shall be governed by the provisions of the Aurora Zoning Ordinance, by specific reference to Section 13.3, "M-2 Manufacturing District, General," except as modified herein and by those provisions presented below.

a. Plan Approval

The Property 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 Section V, paragraphs 1(a) and 1(b) of this Plan Description.

b. Signs

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

c. Landscaping and Screening

Landscaping and screening shall be provided pursuant to the Landscaping Standards attached hereto and made a part hereof as Attachment "D".

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 except as those uses listed as permitted uses in Attachment G hereto.

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 the following standards and as modified by Section IV, A herein:

- a. **Height of Buildings.** No building shall be erected or structurally altered to exceed a height of seven (7) stories nor shall it exceed eighty-five (85) feet in height except as provided in section 5.3 of the Aurora Zoning Ordinance. Any structures other than buildings shall not exceed one hundred fifty (150) feet in height.
- b. **Yard Areas.** The following minimum setbacks shall be provided and maintained in connection with any building or parking lot.
 1. **Front, exterior side or exterior rear setback requirements:**
 - a. 30 feet for any building or parking lot which abuts an arterial street;
 - b. 25 feet for any building or parking lot which abuts a collector or local street
 2. **Interior side or rear yard setback requirements:**
 - a. 60 feet for any building or parking lot which abuts a residential zoning district;
 - b. 15 feet for any building or parking lot which abuts all other zoning districts.

Interior yards abutting residential district. There shall be no structure, open storage of materials or equipment, or the parking of vehicles in a required interior yard abutting a residential district. There shall be no paving in such required setbacks except for accessways perpendicular to the street or sidewalks across the lot. Accessways shall not exceed twenty-five (25) feet in width per approved access point. No other driveways or auto maneuvering areas are permitted in the interior yards.

2. Interior side or rear yard setback requirements:

- a. A 50' wide landscaped outlot shall be provided in Parcel 5 adjacent to 11th Street (with the exception of any stormwater detention areas). Buildings, parking and/or storage areas may be located immediately adjacent to said outlot with the exception of concrete manufacturing facilities and/or material stockpiles which shall be located a minimum of 150'. This setback requirement shall supersede any other setback requirements set forth in this Agreement or the AZO.

A-4.10 Performance Standards

The requirements of Section 13.2-5.1 through 13.2-5.7 shall apply.

B. PUBLIC IMPROVEMENTS

- a. Heggs/Eola Road/Wikaduke Trail - Developer agrees to dedicate up to 50' of right-of-way from the center line where the Subject Property is only adjacent to the existing proposed Heggs/Eola/Wikaduke Trail and up to 100' of right-of-way where the proposed roadway is wholly within the Subject Property with a flare up to 120 feet of right of way east of the Route 30 intersection as determined by the Engineering Department. Said right-of-way to be dedicated at the time of development of the Subject Property adjacent thereto. Heggs/Eola/Wikaduke Trail roadway shall be installed as a four-lane cross-section with a 16' landscaped median. Developer agrees to share, at the time of the roadway improvements, up to 30% of the cost of the full improvements of Heggs/Eola/Wikaduke Trail Road where the roadway is adjacent to the Subject Property and up to 60% of the cost of the full improvements where the roadway is wholly within the Subject Property. Said improvement shall be from the northerly right-of-way line of Wolf's Crossing Road to the proposed realignment and connection to the westerly right-of-way line of U.S. Route 30. Said cost share shall not include any costs associated with the acquisition of right-of-way or easements for said roadway alignment. The parties agree to enter into a Roadway Agreement for the Developer's Front Funding of the Heggs/Eola/Wikaduke Trail if the

Developer wishes to pursue development of Commercial Parcel 7 prior to the cost sharing construction of said improvement from Wolfs Road to Route 30.

- b. 111th Street - Developer agrees to dedicate up to 60' of right-of-way north of the center line of 111th Street at the time of development of the Subject Property parcel adjacent thereto. Further, the Developer agrees to construct one-half of a fully improved four-lane street cross-section roadway with a 16' landscaped median.
- c. Wolf's Crossing Road - Developer agrees to dedicate up to 50' of right-of-way south of the centerline of Wolf's Crossing Road at the time of development of the Subject Property parcel adjacent thereto. Further, the Developer agrees to construct one-half of a fully improved 39' cross section roadway.

Developer of the residential land use parcel 2 shall contribute at the time of Final Plan and Plat approval up to a total of \$30,000.00 which represents 15% of the Developer's share of the cost of a future traffic signal at the intersection of Eola Road and Wolf's Crossing Road.

- d. U.S. Route 30 - The Developer agrees to contribute up to 60' of right-of-way from the centerline of U.S. Route 30 adjacent to the Subject Property at the time of development of the Subject Property adjacent thereto. Further, the Developer agrees to contribute up to 30% the local share of any Route 30 improvements adjacent to the Subject Property. Payment for said improvements to be made at the time of the IDOT improvements to Route 30, but no later than five (5) years from the approval of the first final plan for the parcel being developed adjacent to said U.S. Route 30.
- e. Heggs Road, north of Route 30 - In the event that the Developer utilizes Heggs Road south of the proposed Eola Road/Wikaduke Trail alignment, there shall be right-of-way dedication of 66'. If the Developer does not utilize said roadway, upon request of the Developer, the City agrees to vacate and transfer to the Developer all of the Heggs Road right-of-way at no cost to the Developer.
- f. Local Residential Streets
If the parking requirement of 2.75 individually accessible off street parking spaces per unit is met the Developer shall be permitted in Land Use Parcel 2 to develop said parcel with 60' right-of-ways, 28' pavement back-to-back barrier curb (B6-12) roadways.

IV. REQUESTED MODIFICATIONS AND EXCEPTIONS TO CITY ORDINANCES

A. ZONING ORDINANCE MODIFICATIONS AND EXCEPTIONS

- 1. Zoning modifications Applicable to Multi-family Parcel 2
 - a. Lot width and area per dwelling = no requirement
 - 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

Minimum separations between buildings:

- Front to rear - 80 feet
- Front to side - 50 feet
- Side to side - 20 feet

Additional minimum separations between "Rear loaded" garage buildings (meaning the garage is located on the opposite side of the front door):

- Rear to side - 60 feet
- Rear to rear - 60 feet (driveway access area)
- Front to front - there shall be a minimum separation of 50 feet. However, if the structures are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 50 feet.

Additional minimum separations between "Front loaded" garage buildings (meaning the garage is located on the same side as the front door):

- Rear to side - 30 feet
- Rear to rear - there shall be a minimum separation of 50 feet. However, if the structures are arranged in any way other than a parallel arrangement, a separation of 40 feet shall be allowed at the closest point between the structures as long as the average separation between the structures is 50 feet.
- Front to front - 60 feet

3. 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)(3)(4).
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 43-37(c) 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 § (43-13a(5)c.
3. The designation of the interior streets within the development is listed on the General Land Use Plan, Attachment B hereto. Streets within the Property that are not designated as "Industrial Streets" are "Local Residential Streets." The "Local Residential Streets" and "Industrial 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 shall conform to the following typical cross-sections:
 - a. Local Residential Streets:
 - i. If the parking requirement of 2.75 individually accessible off-street parking spaces per unit is met, the Developer shall be permitted in Land Use Parcel 2 to develop said parcel

- with 60' right-of-ways, 28' pavement back-to-back barrier curb (B6-12) roadways.
- ii. Sidewalks five feet (5') in width constructed on both sides of the street within the dedicated right of way.
 - iii. On 28 foot streets parking permitted on one side of street only.
- b. Industrial 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.
 - 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. The 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 (43-47(c)). (XVII)
- 8. City may issue a letter or permit to allow for the commencement of mass grading on any parcel within the Subject Property after reviewing and approving of final grading and stormwater detention plans.
- 9. Lots and buildings within the Multi-family 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 General Land Use 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.
- 3. Interim uses including agricultural uses and uses as set forth in the Annexation Agreement and in Attachment F attached hereto.

D. MODEL HOMES AND SALES TRAILERS, CONSTRUCTION TRAILERS

- 1. Model Homes

The Developer shall be permitted, at the Developer's sole risk, to construct, maintain and occupy two model home buildings being offered by the Developer, subject to the following:

- a. Tested and approved water within 300 feet, gravel roadway street, street signs, and temporary stormwater detention shall be provided prior to model permit issuance; and

- b. 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 (IV)(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 E to Plan Description and incorporated herein. The regulations in Attachment E 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.

V. 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.
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 to Plan Description

Legal Description

MAHY, M. STUKEL
WILL COUNTY RECORDER
58 E. CLINTON STREET
JOLIET, IL 60432

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.
 - 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"
LANDSCAPING REQUIREMENTS

- I. Landscaping Purpose and Intent. These landscape standards are hereby established to create and maintain an aesthetically appealing community character that minimizes the negative impacts of vehicular traffic, parking lots, etc., and which incorporates human scale into the visual perception of the City. Specifically, these requirements are intended to beautify the public way; to increase the compatibility of adjacent uses by requiring a buffer or screening between uses; to minimize the adverse impact of noise, dust and headlight glare; to reduce topsoil erosion and storm water runoff; and to re-establish a canopy cover over the built environment to mitigate the effects of sun and wind so as to moderate extremes of temperature, provide shade, reduce wind velocity and conserve energy resources.

- II. Applicability. The landscape standards set forth herein shall be applied to all approved landscape plans; special use planned developments and Planned Development Districts through the final plan review procedures; special use petitions; rezoning petitions; conditional use petitions; all variation petitions; final plat of subdivision petitions; and each use district as specifically required through the site plan review process pursuant to Section 14.9 of this ordinance.

- III. Required Landscape Plan. The landscape plan shall be drawn to an accurate engineering scale, and include a scale, north arrow, location map, original and revision dates, name and address of owner and site plan designer. Plans shall show all landscape areas and their uses, the number of plantings by type, the size of plantings at installation, the on-center spacing for hedges, the caliper size of all trees at installation, existing vegetation and plantings, and proposed berming and fencing. Also included shall be all proposed/existing structures and other improvements, including but not limited to paved areas, berms, lighting, retention/detention areas and planting material. The landscape plan shall be sealed by a state registered Landscape Architect unless waived by the Zoning Administrator.

- IV. Landscape provisions. The following provisions shall be deemed as the minimum requirements for the landscape plan. Additionally, a variety of planting material is desired and must be reflected in the landscape plan.
 - A. The following requirements shall apply to all parcels and are cumulative:
 1. Stormwater facility requirement. For lake facilities, provide three canopy tree equivalents per each 100 feet of high water line. For detention facilities, provide five canopy tree equivalents per 100 feet of high water line. A minimum of 25% of the required canopy tree equivalent shall be non-canopy tree planting material. Alternatively, such facilities may be designed as natural features, implementing native deep-rooted shoreline plantings that stabilize the soil, slow runoff, facilitate infiltration and decrease erosion, subject to specific approval by the City.
 2. Street tree requirement. Provide three canopy trees per 100 feet of right-of-way frontage, in the parkway on each side of each public street, pursuant to Section 6 of

the City of Aurora Arboricultural Specifications Manual. If it is not possible to locate these trees in the parkway, place them within the exterior yards next to the parkway pursuant to the required count. When located below power lines, however, street trees must be understory trees pursuant to Section 6 of Arboricultural Specifications Manual.

3. Setback area requirement. All required setback areas shall be planted in turf or other acceptable living groundcover.
- B. The following requirements shall apply to all non-single family detached parcels and are cumulative in addition to the requirements of Section 5.16-4.1:
1. Perimeter Yard Requirement. Provide three canopy tree equivalents per 100 feet of lot perimeter, which may be clustered.
 2. Buffer Yard Requirement. Enhance the boundaries between adjacent non-residential uses and residential uses, and between adjacent single family detached residential uses and non-single family detached residential uses to provide an aesthetic screening treatment by planting two canopy tree equivalents per one hundred feet of lot line, of which fifty percent (50%) shall be non-canopy tree planting material. Alternatively, a wall or fence may satisfy the requirement as determined by the City.
 3. Parking Lot Internal Requirement. An 8.5' by 19' landscaped island protected by a six inch raised concrete curb shall be established for every 20 parking spaces. Said islands shall be planted with 1.5 canopy tree equivalents with the preferred planting material mix including one canopy tree. Said islands shall be located to organize and direct traffic flow within the parking lot, and may be clustered.
 4. Foundation planting requirement. Provide one canopy tree equivalent per 100 lineal feet of building foundation to effectively relate the structure to the landscape, of which 100% of the requirement shall be non canopy tree planting material.
 5. Dwelling unit requirement. Provide 1 canopy tree equivalent per dwelling unit located around and/or adjacent to the structure.
- C. The following requirements shall apply to all newly established single family detached developments and are cumulative in addition to the requirements of Section 5.16-4.1:
1. Neighborhood border requirement. Provide subdivision neighborhoods with landscape borders, in which planting material, entry monuments and features, grade changes and the like are located. These borders shall be a minimum of 20 feet wide and shall be located along all public streets where single family detached lots do not front on such streets. Said border areas shall be planted at four (4) canopy tree equivalents per one hundred (100) feet of right of way frontage, of which fifty percent (50%) shall be non canopy tree planting material.

2. Dwelling unit requirement. One canopy tree or equivalent shall be planted for each interior lot, and two trees for each corner lot. Said trees shall be planted in the required exterior yards of each street frontage.
- D. The following provisions shall apply to all non-single family detached parcels and any planting material utilized shall be credited toward the requirements of 5.16-4.2
1. Parking Lot Screening Provisions. Screen parking lots within 50 feet of public rights-of-way with compact hedging, berming, decorative fencing, decorative masonry, or a combination of these techniques, to a height of two and a half feet (2.5').
 2. Miscellaneous Screening Provisions. Screen to 100 percent opacity dumpsters, trash enclosures, HVAC and utility facilities with a combination of plant material and decorative fencing, decorative masonry, building structural extensions, or other similar elements.
 3. Storage Area Screening Provisions. All exterior storage for business, wholesale and manufacturing uses shall be screened as provided herein. Screening shall be to an opacity of not less than seventy-five (75) percent, six (6) feet above grade and may be accomplished by berming, landscaping at seven canopy tree equivalents per 100 feet of storage perimeter, neutral colored fence slatting, or wall construction. Such screening shall be required when one or more of the following conditions are present:
 - a. When any exterior yard of the property is located along a public right-of-way and storage is two hundred (200) feet or less from the right-of-way.
 - b. When any exterior yard of the property is located across a street from property that is zoned or developed solely for residential or public park purposes regardless of the distance from the residential or park property, and the City of Aurora's Official Comprehensive Plan designates the residential property for residential purposes or the park property for open space purposes.
 - c. When any exterior yard of the property is located across an alley from property that is zoned or developed solely for residential or public park purposes and the storage is two hundred (200) feet or less from the residential property, and the City of Aurora's Official Comprehensive Plan designates the residential property for residential purposes or the park property for open space purposes.
 - d. When the property is located contiguous to the yard of property that is zoned or developed solely for residential or public park purposes and the storage is two hundred (200) feet or less from the residential property, and the City of Aurora's Official Comprehensive Plan designates the residential property for residential purposes or the park property for open space purposes.

- e. When such storage areas were in existence as of July 9, 1996, screening shall be in conformance with the requirements of Section 5.16-4.4.c. not later than one (1) year from the date of notification, but within five (5) years following said date.
- E. In addition to new planting material, the City may recognize and give one canopy tree equivalent credit for each 12 inches of caliper of healthy existing material that is in desirable condition and properly located as determined by the City.
 - F. The City may give credit for canopy tree equivalents that are planted at a size greater than the required minimum size. Such credit may satisfy up to 10 percent of the total canopy tree equivalent requirement, exclusive of the street tree requirement. The following shall be a basis for the credit:
 - 1. Canopy tree or understory tree. For each inch of caliper greater than the minimum required, an inch of credit shall be applied.
 - 2. Evergreen tree or multi-stemmed tree. For each foot in height greater than the minimum required, a foot of credit shall be applied.
 - 3. Deciduous or evergreen shrubs. For each two feet in height greater than the minimum required, a foot of credit shall be applied.
- V. Planting material specifications. The specifications for all required planting material shall be pursuant to Section 6 of the City of Aurora Arboricultural Specifications Manual.
 - A. The minimum size of the material at time of planting shall be as follows:
 - 1. Canopy tree at 2.5 inch caliper. Note: caliper shall be measured 12 inches from the base of the tree.
 - 2. Evergreen tree at 6 foot in height, or understory tree at 2.5 inch caliper, or multi-stemmed tree at 8 foot in height.
 - 3. Deciduous or evergreen shrubs at 18 inches in height.
 - B. Planting Material Variety. In order to allow for flexibility while maintaining minimum planting levels, many of the above provisions specify "canopy equivalents" instead of canopy trees. A canopy equivalent is one canopy tree, or three evergreen/ understory/ multi-stemmed trees, or twenty shrubs. These equivalent amounts are allowed to substitute for a canopy tree since the approximate coverage area at maturity of each of the equivalent amounts is comparable to the approximate coverage area at maturity of one canopy tree.
 - C. Acceptable and unacceptable tree species shall be pursuant to Section 4 of the Arboricultural Specifications Manual.

- VI. Subsequent to the review of said landscape plan, and issuance of the building permit, the City may allow through a staff review of said plan, minor deviations which do not substantially alter the plan, and which do not substantially diminish the intended benefits of said plan.
- VII. The City shall recognize that the cost of planting material required by the standards of Section 5.16 must be proportionate to the cost of the balance of work being proposed, and shall not exceed 20% of the total project costs, exclusive of sod and seeding costs, as supported by two written bids by recognized contractors.
- VIII. Planting Material Installation and Maintenance. Planting material shall be installed prior to the end of the first available planting season prior to the issuance of an Occupancy Permit. Said planting materials shall be maintained and kept in a healthy condition, and any required planting material that dies shall be replaced prior to the end of the next available planting season. An irrevocable Letter of Credit shall be required as deemed necessary by the Zoning Administrator to guarantee installation of improvements required by the approved landscape plan prior to the issuance of a permit. The amount of said Letter of Credit shall be based on written bids from contractors covering the installation of all elements of the landscape plan including but not limited to all planting material, fencing, screen walls and pavers. Said Letter of Credit may be required where there are extensive elements required by the approved landscape plan as determined by the Zoning Administrator.
- IX. Timing extension for installation. If construction work is completed during the off-planting season, a temporary certificate of occupancy shall be issued for the property which shall specify that all planting material as required by this Section be installed prior to the end of the next planting season.

Attachment E 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 E to Plan Description. The regulations in this Attachment E 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 E, the less restrictive provision shall apply.

A. Signs Permitted

Multi-family parcel

1. Temporary - Development Identification Multi-family parcel

- 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: maximum two on 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 and Temporary - Development Identification Multi-family Parcel 2

- a. Developer shall submit for approval a proposed sign package identifying size, type and location of temporary and permanent identification and directional signs within Parcel 2 at the time of Final Plan approval.

3. Models and Sales Trailers Signs

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

Limited Manufacturing Parcels

1. Temporary - Development Identification

- a. Area: 300 sq. ft. each side, each sign
- b. Height: 20' maximum monument style
- c. Construction: Wood, may be illuminated, no flashing lights or strobes.
- d. Quantity: maximum four on the subject property
- e. All temporary development signs must be removed from a lot before a certificate of occupancy will be issued for any building located on any said lot.

2. Permanent and Temporary - Development Identification Limited Manufacturing Parcel 3

Developer shall submit for approval a proposed sign package identifying size, type and location of temporary and permanent identification and directional signs Parcels 4 and 5 at the time of Final Plan approval.

SE

SE

General Manufacturing Parcels**1. Temporary - Development Identification**

- a. Area: 300 sq. ft. each side, each sign
- b. Height: 20' maximum
- c. Construction: Wood, may be illuminated, no flashing lights or strobes.
- d. Quantity: maximum four on the subject property
- e. All temporary development signs must be removed from a lot before a certificate of occupancy will be issued for any building located on any said lot.

2. Permanent and Temporary - Development Identification General Manufacturing Parcels 4 and 5

Developer shall submit for approval a proposed sign package identifying size, type and location of temporary and permanent identification and directional signs within Parcels 4 and 5 at the time of Final Plan approval.

Commercial Parcels**1. Temporary - Development Identification**

- a. Area: 300 sq. ft. each side, each sign
- b. Height: 20' maximum monument style.
- c. Construction: Wood, may be illuminated, no flashing lights or strobes.
- d. Quantity: maximum three on 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 and Temporary-Development Identification Commercial Parcels 1, 6, 7 and 8

Developer shall submit for approval a proposed sign package identifying size, type and location of temporary and permanent identification and directional signs within Parcels 1, 6, 7, and 8 at the time of Final Plan approval.

B. 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 "for sale" signs within the multifamily parcel shall not be illuminated between the hours of 10:00 p.m. and 6:00 a.m.

Attachment F

M-1 Manufacturing district, limited.

Permitted uses: Since most uses permitted in this district will be in close proximity to residential districts, it is hereby declared that performance standards shall be high, and that all manufacturing, processing or assembly of materials and products must be carried on in a manner not injurious or offensive to the occupants of adjacent premises by reason of the emission of odors, fumes or gases, dust, smoke, noise, vibrations or fire hazards. Permitted uses are:

Any use permitted in a B district, but not including residences or apartments, except such dwelling accommodations as may be needed to house a caretaker or watchman employed on the premises, and their families.

Advertising displays manufacture.

Artificial limb manufacture.

Apparel and other products manufactured from textiles.

Awnings, Venetian blinds and window shades manufacture.

Bakeries, wholesale.

Batteries, manufacture and rebuilding.

Bedspring and mattress manufacture.

Belting manufacture.

Bicycle manufacture.

Brooms and brushes manufacture.

Boat building and repair.

Building equipment yards; yards for building materials; lumber, coal, sand, and gravel yards; and yards for contracting equipment, maintenance or operating equipment of public agencies, or public utilities, or materials or equipment of similar nature.

Bus line shops and garages.

Canning and preserving.

Canvas and canvas products manufacture.

Carpet and rug cleaning.

Carpet manufacture.

Cartage (local), express hauling or storage yards.

Cement block manufacture.

Ceramic products, pottery, and glazed tile manufacture.

Cleaning and dyeing establishments when employing facilities for handling more than one thousand (1,000) pounds of dry goods per day.

Coated fabrics, except rubberized, manufacture.

Cork and cork products manufacture.

Cosmetics, drugs, and perfumes manufacture.

Creameries and dairies.

Drapery and bedding manufacture.

Drugs and pharmaceutical products manufacture.

Electric motors and generators manufacture.

Electrical equipment appliances manufacture and repair.

Engraving.

Felt manufacture.

Food processing, packaging and distribution.

Fur goods, not including tanning or dyeing, manufacture.

Glass products, from previously manufactured glass.

Golf course/ outdoor and indoor recreational uses.

Heating appliances and sheet metal products, including stoves and ranges, manufacture.

Hosiery manufacture.

Ice cream and ice manufacture.

Jewelry manufacture.

Laundries, more than once thousand (1,000) pounds' daily capacity

Machine shops and metal products' manufacture, when not equipped with heavy (exceeding fifty-ton) pressure punch presses, drop forges, riveting and grinding machines or any other equipment which may create noise, vibrations, smoke, odors, heat, glare, or fire hazards exceeding the performance standards of this section.

Major automotive repair, as defined in section 3.2-6 of this ordinance, but only when confined within an enclosed structure (including autos needing work), and only when such lot is located at least two hundred fifty (250) feet away from any residential district or lot with residential use.

Medical and dental supplies manufacture.

Metal polishing and plating.

Motor freight terminal.

Musical instrument manufacture.

Optical goods and equipment manufacture.

Pattern-making manufacture.

Piano and organ manufacture.

Perfume and cosmetics manufacture.

Plastic products, but not including the processing of the raw materials, manufacture.

Rubber products (small), such as washers, gloves, footwear, bathing caps, and tire recapping, but excluding rubber and synthetic rubber processing, manufacture.

Scientific and precision instruments manufacture.

Shoe and boot manufacture.

Storage of household goods.

Storage and sale of trailers, including truck trailers, farm implements and other similar equipment on an open lot.

Sporting and athletic equipment manufacture.

Stone, marble and granite grinding and cutting.

Textiles--spinning, weaving, dyeing, and printing.

Tools and hardware, such as hand tools, bolts, nuts, screws, cutlery, house hardware, locks and plumbing, appliances, manufacture.

Tool and die shops.

Truck and trailer, over one-and-one-half-ton capacity, rental agencies.

Truck tractor, trailer or bus storage or parking yard, lot of garage.

Toys and children's vehicles, manufacture.

Wire brush manufacture.

Any other establishment that can be operated in compliance with the requirements of this section, without creating objectionable noise, odor, dust, smoke, gas, fumes or vapor, and that is a use compatible with the use and occupancy of adjoining properties.

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Attachment G

M-2 Manufacturing district, general

Permitted Uses: The uses permitted in this district generally include those manufacturing and industrial activities which cannot be operated economically without creating some conditions which may be obnoxious or objectionable to the occupants adjoining properties and for that reason, must be grouped in areas where similar industrial uses are now located or where the permitted uses will be best located in accordance with the comprehensive land use plan of the city, which is designed to protect the welfare of the community. Permitted uses are:

Any use permitted in the M-1 Manufacturing district limited as set forth on Attachment F.

Asphalt manufacture, refining and/or asphalt and concrete recycling.

Blacksmith shop.

Box and crate manufacture.

Brick, tile and terra cotta manufacture.

Building materials such as prefabricated houses, composition wallboards, partitions and panels.

Cement, gypsum, lime or plaster of paris manufacture and concrete/redi-mix plants.

Graphite and graphite products, manufacture.

Ink from primary raw materials, including colors and pigment.

Interim uses, as provided for under Section F.11 of the Annexation Agreement

Linoleum manufacture.

Lumber, preserving treatment, processing, sawmills, and planing mills.

Metal stamping and extrusion of metal products.

Metal foundries and casting.

Machinery, heavy manufacturing and repair, including electrical, construction, mining, and agriculture, manufacture.

Meat and fish products, packing and processing of, but not including slaughtering and glue and size manufacture.

Motor testing or internal combustion motors, manufacture.

Porcelain products-such as bathroom and kitchen equipment, manufacture.

Public utility electric substations and distribution center, gas regulation centers.

Railroad right-of-way

Rubber products, including tires and tubes manufacture.

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Telephone exchange, antennae towers and other related outdoor equipment.

Tire/rubber recycling, no incineration.

Truck terminal, including exchange and handling of freight.

Yard waste transfer site.

Wax products, manufacture from paraffin.

Any other establishment that can be operated in compliance with the requirements of this section, without creating objectionable noise, odor, dust, smoke, gas, fumes or vapor, and that is a use compatible with the use and occupancy of adjoining properties.

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**ATTACHMENT "H"
RELEASE AND DISCHARGE OF LIABILITY**

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

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

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

FIVE H, L.L.C. further states that they have carefully read the foregoing release and indemnification and know the contents that they signed the same as their own free and voluntary act.

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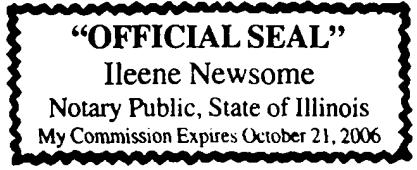
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Upon the emplacement of fire hydrant(s) and active water service being supplied within 300 feet of any particular areas within the property, FIVE H, L.L.C. shall contact the City of Aurora Fire Marshall and, upon his/her approval this Release shall be terminated.

By: Donald J. Zimmerman
Attest: Jim Hamman

Subscribed and Sworn to before me this 10th day of Dec., 2002.

Ileene Newsome
Notary Public



Termination Approved:

By: _____
City of Aurora, Fire Marshall

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R E C O M M E N D A T I O N

TO: THE COMMITTEE OF THE WHOLE

FROM: THE PLANNING & DEVELOPMENT COMMITTEE

The Planning & Development Committee At Their Meeting On Thursday, November 14, 2002
Recommended **APPROVAL** Of An Ordinance Providing For The Execution Of An Annexation
Agreement Providing For Planned Development District Zoning With The Owners Of Record Of
Territory Which May Be Annexed To The City Of Aurora And Which Is Located East Of Route 30,
South Of Wolf's Crossing Road And North Of 111th Street In Will County Illinois (Five H, L.L.C. –
WH18/2-01.244-PA – SP/PH) (A Public Hearing will be scheduled for the 12/10/02 City Council
Meeting)

Vote 2-0
Alderman Judy Morrison, Excused Absent
Alderman Chris Beykirch, Excused Absent

Submitted By *Jim Meisch*
Alderman Jim Meisch, Chairman

Michael B. Saville
Alderman Michael Saville

Alderman Judith Morrison

Alderman Chris Beykirch, Alternate

Dated This 15th

Day Of November, 2002