

EXHIBIT "A"

**ANNEXATION AGREEMENT FOR CINCO DE MAYO BAKERY, INC., AN ILLINOIS
CORPORATION F/K/A LA ORIGINAL CHICANITA BAKERY, INC., AN ILLINOIS
CORPORATION
LOCATED AT THE NEC OF HILL AND FIFTH AVENUE
CONSISTING OF 5.2 ACRES**

This Annexation Agreement, hereinafter referred to as "AGREEMENT", is made and entered into this 20 day of September by and between the CITY OF AURORA, ILLINOIS, a municipal corporation, ("CITY"), and Cinco de Mayo Bakery, Inc., an Illinois Corporation f/k/a La Original Chicanita Bakery, Inc., an Illinois Corporation, ("OWNER"). The City and Owner are referred to as "Party" or "Parties."

WITNESSETH:

1. The Owner is the record title holder of the subject property (the "Owner") consisting of approximately 5.2 acres legally described in Attachment "A" attached hereto (the "Subject Property").
2. The Owner has attached hereto as Attachment "B" a disclosure of the beneficial owners of any land trust holding title to all or a portion of the Subject Property, if any, or a statement indicating that there are none.
3. The Parties to this Agreement desire that the Subject Property be annexed to the City of Aurora with the benefits of 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;
 - c. Provision of a water supply system that has been engineered to supply water services to the Subject Property;
 - d. Provision of a sanitary sewer system that has been engineered to supply services to the Subject Property through the Fox Metro Water Reclamation District's facilities, or the City's facilities;
 - e. Provision of police protection by the City's fully trained, staffed and equipped Police Department;
 - f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department; and,
 - g. Favorable insurance rates due to the City's Fire Department having a Class 3 rating.
4. The Subject Property 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 prior to the execution by the Parties to this Agreement.

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

SECTION A. Duration, Applicability and Owner/Developer Responsibility

1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, successor Owners of record and/or Developers of the Subject Property, or any part thereof, which is the subject of this Agreement, and their heirs, executors, administrators, successors, assignees, lessees, devisees and upon any successor municipalities for a period of ten (10) years from the date of execution hereof, unless changed in accordance with the law.
2. Owner agrees to comply with all the requirements of the Plan Description set forth in Attachment "C", and to the extent that there is a conflict between the terms of this Annexation Agreement and the Plan Description, the terms of the Plan Description shall control.
3. 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 Owner, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Owner shall be released from all obligations which relate to that portion of the Subject Property as may have been sold or conveyed.
4. Owner agrees to record a copy of the city ordinance providing for the execution of this Agreement and an executed copy of this Agreement with the appropriate County Recorder within sixty (60) days of the approval of said ordinance.
5. Owner agrees to file with the City Clerk a properly executed Annexation Petition pursuant to this Agreement covering the properties described in Attachment "A" not later than ninety (90) days after the execution of this Agreement.
6. Owner agrees to petition and diligently pursue the Fox Valley Park District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
7. Owner agrees to petition and diligently pursue the Fox Metro Water Reclamation District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
8. 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.
9. Owner agrees to dedicate right-of-way for existing roadways on, through or adjacent to the Subject Property, at the time of recording the plat of subdivision for the Subject Property as specified herein.
10. Developer agrees that all existing structures on the Subject Property shall be razed and removed within one (1) year after the first Final Plan and/or Plat approval for any portion of the Subject Property.
11. Developer agrees to connect to the public sanitary sewer system and shall pay charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.
12. Developer agrees that one-hundred percent (100%) of the public improvements costs required to serve the development to be constructed on the Subject Property shall be the Developer's responsibility.
13. Developer agrees that the cost of public improvements described in Section D as the "Developer's Responsibility" shall be constructed at one-hundred (100)

percent the Developer's cost

14. Owner agrees to cooperate with the City in establishing any special service areas required by the City concerning storm water control for the Subject Property and shall establish any required Specific Special Service Area ("SSA") within 60 days after Final Plan, Plat and Final Engineering approval, and prior to any conveyance of any parcels to any non-Developer/Owner controlled person or entity. Owner waives any objection to the establishment of an SSA for the Subject Property and agrees that failure to comply and have a required SSA established may result in the City withholding Occupancy Permits in the Development.
15. Prior to the conveyance of any parcels to any non-Developer/Owner controlled person or entity Owner agrees to set up a not for profit corporation to act as the Homeowner's /Property Owner's Association and it is required that covenants for the Subject Property running with the land be recorded and shall require the setting up of a Homeowner's/Property Owner's Association and requiring assessments to take care of storm water control facilities and any common area maintenance for the Subject Property including private drives and cross-access easements.

SECTION B. Annexation, Zoning and City Responsibility

1. Subsequent to the approval of this Annexation Agreement, the City agrees to adopt an ordinance annexing the Subject Property to the City pursuant to an Annexation Petition, subject to the terms and conditions herein.
2. 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.
3. Subsequent to Annexation the City agrees to adopt an ordinance classifying the Subject Property as B-2(S) General Retail and OS-1(S) Conservation, Open Space, and Drainage with a Special Use for a Planned Development, established pursuant to this Agreement, and approving the Plan Description for the Subject Property as set forth in Attachment "C".
4. City agrees to the access points from the existing public right-of-way for the Subject Property as identified in Section D.3 of this Agreement.

SECTION C. Development Review

1. No portion of the Subject Property shall be developed until and unless the City in accordance with the conditions has approved such development hereinafter set forth.
2. The Subject Property described in Attachment "A" shall be governed by all of the requirements contained in the Aurora Zoning Ordinance No. 3100, except for variations which are specifically set forth in and subject to the appropriate modifications of the Plan Description attached as Attachment "C".
3. Except as provided herein, 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 agrees that the public improvements and other subdivision control requirements of the Aurora Subdivision Control Ordinance shall be applicable to the Subject Property.

4. A Final Plan and Plat is required to be approved by the City Council on the entire Subject Property described in Attachment "A" prior to the approval of any Building Permits for any part of said Subject Property.
5. Final Plat(s) and Plan(s) may be submitted and approved simultaneously.
6. Final plats may be presented to the City for approval individually.
7. Building Elevations shall be presented for approval with the Final Plat and/or Plan and will be evaluated based on quality and variety of building materials, orientation and presentation from the public street, and the use of architectural elements and environmentally sustainable design and construction. Any subsequent Developer of the Subject Property agrees that any new structure(s) shall be designed and constructed to create a uniform theme architecturally with any structure(s) on adjacent properties that are a part of the Development, by incorporating common exterior façade elements and materials.
8. The construction of buildings on the Subject Property shall be in accordance with the Aurora Building Code requirements in force at the time of issuance of building permits.
9. All codes and ordinances of the City of Aurora not amended herein by this Agreement and all codes and ordinances applicable Citywide adopted by said City after the execution and entering into of this Agreement by the Parties hereto shall apply to the Subject Property.
10. Engineering plans and specifications for the improvements to be installed in each phase of the development shall be submitted to the City together with the final subdivision plat for such phase.

SECTION D. Roads, Public Utilities and Storm Water Management

1. The public right of way to be dedicated for Hill Avenue shall be established at 40 feet from the existing center line of Hill Avenue adjacent to the property, together with a sight distance triangle at the intersection with Fifth Avenue. A B6-18 curb and gutter shall be installed along the entire frontage of the Subject Property and a five-foot (5') concrete sidewalk on the east side of Hill Avenue adjacent to the property line is required and shall be permitted within the public right of way up to 1 foot off the property line. DEVELOPER RESPONSIBILITY: Developer will dedicate right of way and install the required improvements to this roadway and sidewalk improvements as stated above.
2. The public right of way to be dedicated for Fifth Avenue shall be established at 40 feet from the existing center line of Fifth Avenue adjacent to the property. A left turn lane and B6-12 curb and gutter shall be installed along the entire frontage from Hill Avenue to the end of the east property line. A five-foot (5') concrete sidewalk on the north side of Fifth Avenue adjacent to the property line of the entire frontage is required and shall be permitted within the public right of way up to 1 foot off the property line. DEVELOPER RESPONSIBILITY: Developer will dedicate right of way and install the required improvements to this roadway and sidewalk improvements as stated above.
3. The access points from the existing public right-of-way for the Subject Property shall met all applicable codes and ordinances and shall be limited to:
 - a. One full access point and one right in only access from 5th Avenue.
 - b. One full access from Hill Avenue.

4. A double-fed public water main system is required to provide adequate fire protection and water service for the Subject Property and each lot.
5. Development of the Subject Property requires that adequate storm and sanitary discharge plans, and other related plans, have been approved by the appropriate City of Aurora Department, or agency with responsible jurisdiction.
6. Wetland and/or floodplain mitigation shall be subject to review and approval by an appropriate outside agency within responsible jurisdiction.
7. A subsurface drainage investigation report shall be submitted to the City's Engineering Division for review, as per the requirements of the Stormwater Ordinance. Any and all field tiles on the Subject Property must be protected during construction and shall be re-routed so as to not run under any building. Any filling operations must be done in such a manner so as not to raise the emergency overland flow elevations on adjacent properties. When, as and if said field tile is re-routed or damaged Owner and Developer shall repair all damaged field tile but shall not be required to use any tile of a type, kind or character other than is the same or equal to that presently used in the field tile in question. If the tile is run under any paved area, or within public right of way, then concrete tile must be used.
8. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
9. All improvements, buildings and structures shall be required to follow the Kane County Stormwater Ordinance requirements as adopted by the City.

SECTION F. General Provisions

1. In the event that any section, subsection or paragraph of this Agreement is held to be invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement. None of the parties to this Agreement shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision thereof as defense to any claim by any other party seeking to enforce this Agreement.
2. 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

With copy to: Aurora Corporation Counsel
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

If to the Owner: Gerardo Parra
2753 Hillsboro Blvd.
Aurora, IL 60503

With copy to:

John F. Philipchuck
111. E. Jefferson Ave.
Naperville, IL 60540

3. Should correspondence to Owner be a notification of violation of any provision of this Annexation Agreement, Owner shall have thirty (30) days in which to correct such violation. The thirty-day period shall begin at the time of the mailing of said notice.
4. The Parties hereto agree to cooperate in applying the provisions of this Agreement and to fulfill the intent of the provisions set forth herein.
5. The Parties agree that the Parties or their 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 5/11.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of this Agreement.
6. Owner and Developer understand and agree that the Subject Property shall be subject to any lawful fees enacted by the City with regard to development so long as said fees are uniformly applied in the City except for fees that the City elects to rebate to developers pursuant to an annexation or development agreement.
7. The City agrees to waive any recaptures owed for water main improvements as set forth in City Council Resolution R80-215, being \$7.05 per linear feet along Hill and Fifth Avenue, approximately \$7,362.03)

(SIGNATURE PAGES TO FOLLOW)

Executed in Aurora, Illinois.

SIGNED BY OWNER on the 20 day of September.
Name: Cinco de Mayo Bakery, Inc., an Illinois corporation f/k/a La Original Chicanita Bakery, Inc., an Illinois corporation

By: 
Gerardo Parra

Its: President

SIGNED BY CITY OF AURORA on the ____ day of _____, _____.
CITY OF AURORA, an Illinois
Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as (address): 424-430 and 434 Hill Avenue in Aurora, Illinois
Tax Parcel Number(s): 15-26-276-007 and 15-26-276-026

THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE SOUTH LINE OF SAID QUARTER SECTION, 12 CHAINS AND 18 LINKS EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION, BEING THE SOUTHEAST CORNER OF BLOCK 4 OF IDLEWOOD ADDITION TO AURORA; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK, BEING IN THE CENTER OF THE STREET, 5 CHAINS; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 12 CHAINS; THENCE SOUTH PARALLEL TO THE QUARTER SECTION LINE, 5 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST ON SAID QUARTER SECTION LINE, 12 CHAINS TO THE POINT OF BEGINNING, IN THE TOWNSHIP AND CITY OF AURORA, KANE COUNTY, ILLINOIS.

ATTACHMENT "B"

DISCLOSURE OF BENEFICIAL OWNERS

There are no beneficial owners of any land trust holding title to any portion of the Subject Property

ATTACHMENT "C"
PLAN DESCRIPTION

ATTACHMENT "C"

A PLAN DESCRIPTION FOR CINCO DE MAYO RETAIL CENTER
LOCATED AT 424-430 AND 434 HILL AVE.
CONSISTING OF ±5 ACRES

A Plan Description for the property at 424-430 and 434 Hill Avenue with B-2(S) General Retail and OS-1(S) Conservation, Open Space, and Drainage with a Special Use Planned Development for the Cinco De Mayo Retail Center Development Pursuant to Section 10.6-6 of the Aurora Zoning Ordinance.

Table of Contents

I.	QUALIFYING STATEMENTS	3
A.	PURPOSE.....	3
B.	INTENT	3
II.	GENERAL CHARACTER	4
A.	EXISTING CONDITIONS	4
III.	DEVELOPMENT STANDARDS FOR EACH LAND USE PARCEL	4
A.	ZONING	4
1.	Parcel A – B-2(S) General Retail District	5
2.	Parcel B – OS-1(S) Conservation, Open Space, and Drainage District	5
B.	BUILDING, STRUCTURES AND SIGNAGE	6
IV.	MODIFICATIONS AND EXCEPTIONS	7
V.	GENERAL PROVISIONS	8
VI.	LIST OF ATTACHMENTS	9

ATTACHMENT "A" - LEGAL DESCRIPTION OF DEVELOPMENT PARCELS
ATTACHMENT "B" – MAP OF DEVELOPMENT PARCELS

I. QUALIFYING STATEMENTS

A. PURPOSE

This Special Use Planned Development has evolved to assist the Aurora Planning Commission and City Council in governing their recommendations and actions on this development as it relates to the existing zoning and land uses in the area.

Developer shall mean the person(s) or entity who brings the Subject Property described herein to a more complete, complex, or desirable state.

Owner shall mean the person(s) or entity who is described as the legal owner of record of the Subject Property described herein.

For the purposes of this document, Developer and Owner shall be one and the same and held equally accountable for all requirements within this Plan Description.

B. INTENT

This Plan Description has been prepared pursuant to the requirements of Section 10.6-6.2 of the Aurora Zoning Ordinance. It is the intent of this document to promote and protect the public health, safety, morals, comfort, and general welfare of the area; and to guide the development toward the realization of the appropriate Physical Development Policies of the City of Aurora Comprehensive Plan. These policies include:

- To protect public health, to promote public safety, comfort, convenience and the general welfare, and to protect the economic base of the city and the value of property.
- To promote the most desirable use of land in accordance with a well-considered plan so that adequate space is provided in appropriate locations for the various types of business uses, thereby protecting and strengthening the economic base of the city.
- To place in separate districts those businesses which may create noise, odors, hazards, unsightliness, or which may generate excessive traffic.
- To permit selected business uses in districts where adjacency to or inclusion in residential areas has sufficient elements of service or convenience to such areas to offset the disadvantage.
- To encourage the grouping in appropriate locations of compatible business uses which will tend to draw trade that is mutually interchangeable and so promote public convenience and business prosperity and contribute to the alleviation of traffic and pedestrian congestion.
- To provide for establishment of off-street parking facilities, permitted and required, so as to alleviate traffic congestions and to promote shopping convenience and business prosperity.

II. GENERAL CHARACTER

A. EXISTING CONDITIONS

1. Subject Property

The Subject Property consists of approximately 5 acres lying at the NEC of 5th Avenue and Hill Avenue. The property currently has two vacant commercial buildings which will be demolished. The property lies within the Aurora East School District #131 boundaries. The property is currently unincorporated with B-3, Business District, B-4, Business District, and F, Farming District zoning in the County. The City of Aurora Comprehensive Plan designates the Subject Property as Commercial.

2. Surrounding Property

The surrounding property to the North is currently zoned B-2(S) General Retail, used as a General sales, services or office (2000) use and the City of Aurora Comprehensive Plan designates the property as Commercial.

The surrounding property to the South is currently zoned R-1(S) Single Family Residential District in the County, with a single family residential use, and B-1 Business District in the County with a contractor use, and the City of Aurora Comprehensive Plan designates the property as Low Density Residential.

The surrounding property to the East is currently zoned Farming District in the County, with an Agriculture use, and the City of Aurora Comprehensive Plan designates the property as Low Density Residential.

The surrounding properties to the West are currently zoned B-3 Business and Wholesale, with a Vehicle Repair and other services (2830) use, and the City of Aurora Comprehensive Plan designates the properties as Commercial.

III. DEVELOPMENT STANDARDS FOR EACH PARCEL

A. ZONING

The Subject Property shall be divided into two zoning parcel(s) as legally described on Attachment "A", and generally depicted on Attachment "B".

Development of the zoning parcels shall be regulated as follows:

1. Parcel A – B-2 General Retail District

1.1. Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel A contains approximately 3.92 acres. Upon approval of this document, said property shall be designated as B-2 General Retail District, with a Special Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance except as modified herein, including but not limited to the provisions for the underlying base zoning district being Section 8.3. Titled B-2 General Retail Business District.

1.2. Statement of Intent

The B-2 General Retail District, has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Parcel is intended to be developed as Retail sales or service (2100) use. Access to the property will be from a full access point off of Hill Avenue and a full access point and a right in only access point off of 5th Avenue.

1.3 Use Regulations

1. This property shall be limited to those uses permitted in the B-2 General Retail District, Section 8.3. with the following modifications:
 - a. The following uses shall be prohibited:
 - (1) Pawnshop (2160)
 - (2) Used Clothing Stores (2120)
 - (3) Alternative Financial Institutions (2220)
 - (4) Laundromat (2610)
 - (5) Tattoo Salon (2630)

1.4 Bulk Restrictions

1. This property shall be subject to the Bulk Restrictions in the B-2 General Retail District, Section 8.3., and Section 5.

2. Parcel B – OS-1 Conservation, Open Space, and Drainage District

2.1 Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel B contains approximately 1.08 acres. Upon approval of this document, said property shall be designated as OS-1 Conservation, Open Space, and Drainage District Zoning, with a Special Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance except as modified herein, including but

not limited to the provisions for the underlying base zoning district being Section 6.4 Titled OS-1 Conservation, Open Space, and Drainage District.

2.2. Statement of Intent

The OS-1 Conservation, Open Space, and Drainage District, has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses.

2.3 Use Regulations

1. This property shall be limited to those uses permitted in the OS-1 Conservation, Open Space, and Drainage District, Section 6.4.

2.4 Bulk Restrictions

1. This property shall be subject to the Bulk Restrictions in the OS-1 Conservation, Open Space, and Drainage District, Section 6.4., and Section 5.

B. BUILDING, STRUCTURES AND SIGNAGE

1. Building Elevations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of building materials, orientation and presentation from the public street and the use of architectural elements.
2. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
3. A five-foot (5') concrete sidewalk is required to be installed by the Developer along all property lines adjacent to public streets. Said sidewalk may be located one foot inside the right of way line. The determination of materials and location shall be determined at the time of Final Plan.
4. Signage Elevations and locations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of materials, orientation and presentation to the public street and the use of architectural elements matching the building. The signage on the property shall be subject to the Aurora Sign Ordinance, with the following modifications and requirements for free standing signs:
 - 4.1 Construction: Signs must be monument style, with any combination of wood, masonry, or concrete.
 - 4.2 Quantity: A maximum of two (2) sign(s) are allowed, one on Fifth Avenue and one on Hill Avenue.

- 4.3 Area: A maximum of fifty (50) square feet per sign face is allowed.
 - 4.4 Height: A maximum average height shall not exceed ten and one half feet (10' 6") feet in height per sign is allowed.
 - 4.5 Setback: Setback of a sign shall equal the height of the sign.
 - 4.6 Lighting: Signs may be internally lit, externally lit or lit with backlit pin lettering.
 - 4.7 Landscaping: shrubs and other landscaping materials should be planted at the base of each sign.
6. Construction Trailer(s) shall be permitted. At the Developer's sole risk the Developer may install, maintain and occupy up to one (1) trailer subject to the following:
- 6.1 Upon Preliminary plan approval for the Subject Property 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, the Developer shall be permitted to set temporary construction office, storage and sales trailers on the site. Approval for placement of trailers shall be subject only to staff review, which includes meeting the requirements of the City of Aurora Stormwater Ordinance. Planning Commission or City Council approval shall not be required.
 - 6.2 Installation of sanitary sewer and public water shall not be a condition to the issuance of permits for construction, storage and sales trailers;
 - 6.3 The Developer shall be permitted to construct and maintain other appurtenant facilities for said trailers including temporary driveways.
 - 6.4 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.
 - 6.5 Construction and storage trailers shall be removed within sixty (60) days following the completion of construction activity on the affected parcel.
 - 6.6 All references to trailers in this Section 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.

IV. MODIFICATIONS AND EXCEPTIONS

A. AURORA ZONING ORDINANCE MODIFICATIONS AND EXCEPTIONS

1. Section 8.3-4.1:

The following uses shall be prohibited:
(1) Pawnshop (2160)

- (2) Used Clothing Stores (2120)
- (3) Alternative Financial Institutions (2220)
- (4) Laundromat (2610)
- (5) Tattoo Salon (2630)

B. SUBDIVISION CONTROL ORDINANCE MODIFICATIONS AND EXCEPTIONS

1. The installation of street trees and landscaping shall be a condition of the issuance of a Certificate of Occupancy and shall not be included in the security required under Subdivision Code 43-55(a)3.
2. The Developer may commence construction of the major earthwork and stormwater detention facilities at the Owner's 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; receives approval from all other appropriate authorities that have jurisdiction, including, but not limited to the Kane DuPage Soil and Water Conservation District; review and approval of the wetland delineation in accordance with the City of Aurora Stormwater Ordinance; Engineering Department approval of a mass grading plan and Stormwater Management Permit Application as required by the City of Aurora Stormwater Ordinance; and post cash or securities in the amount equal to one hundred and ten (110) percent of the estimated costs for mass grading site restoration and soil erosion control items

C. SIGN ORDINANCE MODIFICATIONS AND EXCEPTIONS:

The signage on the property shall be subject to the Aurora Sign Ordinance, with the following modifications and requirements for free standing signs:

- (1) Quantity: A maximum of two (2) sign(s) are allowed, one on Fifth Avenue and one on Hill Avenue.
- (2) Area: A maximum of fifty (50) square feet per sign face is allowed.
- (3) Height: A maximum average height shall not exceed ten and one half feet (10' 6") feet in height per sign is allowed.
- (4) Setback: Setback of the sign shall equal the height of the sign.
- (5) Lighting: Signs may be internally lit, externally lit or lit with backlit pin lettering.

V. GENERAL PROVISIONS

A. PLAN DESCRIPTION DOCUMENT

1. All current codes and ordinances of the City in effect at the time of the development shall govern except where expressly stated within this Plan Description document to the contrary.

2. Amendments to this Plan Description document shall be subject to Section 15 of the Aurora Zoning Ordinance. Public notice shall be provided in accordance with said section and, to all current owners of property subject to this Plan Description.
3. This Plan Description document shall be mutually binding upon the heirs, executors, administrators, successors and assigns of present or future owners who use the property for the same permitted use.
4. If any section, subsection or paragraph of this Plan Description document shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Plan Description document.
5. Any provisions contained within this Plan Description document that are in conflict shall be enforced in accordance with the more restrictive provision.

VI. LIST OF ATTACHMENTS

ATTACHMENT "A" - LEGAL DESCRIPTION OF DEVELOPMENT PARCELS
ATTACHMENT "B" – MAP OF DEVELOPMENT PARCELS

ATTACHMENT "A"
LEGAL DESCRIPTION OF DEVELOPMENT PARCELS

THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE SOUTH LINE OF SAID QUARTER SECTION, 12 CHAINS AND 18 LINKS EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION, BEING THE SOUTHEAST CORNER OF BLOCK 4 OF IDLEWOOD ADDITION TO AURORA; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK, BEING IN THE CENTER OF THE STREET, 5 CHAINS; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 12 CHAINS; THENCE SOUTH PARALLEL TO THE QUARTER SECTION LINE, 5 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST ON SAID QUARTER SECTION LINE, 12 CHAINS TO THE POINT OF BEGINNING, IN THE TOWNSHIP AND CITY OF AURORA, KANE COUNTY, ILLINOIS.

ATTACHMENT "B"
MAP OF DEVELOPMENT PARCELS

Location Map (1:5,000):



