



The Property
±30.19 Ac.

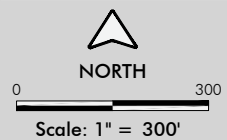


Exhibit A: PROPERTY DEPICTION
±30.19 Acre Parcel
OGDEN AVENUE & 75TH STREET
 CITY OF AURORA, DuPAGE COUNTY, ILLINOIS

HAEGER ENGINEERING
 consulting engineers • land surveyors
 100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
 Illinois Professional Design Firm License No. 184-003152 www.HaegerEngineering.com

Project Manager: LAK
 Engineer: JDT
 Date: 2019-01-17
 Project No. 17-131
 Sheet 1/1

PARCEL 1 (28.84 Ac.):

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF FOX VALLEY VILLAGES UNIT 27, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R85-090787; THENCE SOUTH 88 DEGREES 50 MINUTES 06 SECONDS WEST, 2210.63 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF 75TH STREET (BEING A LINE 100 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION) TO THE EAST LINE OF PROPERTY RECORDED IN BOOK 100, PAGE 506; THENCE NORTH 00 DEGREES 33 MINUTES 30 SECONDS EAST, 145.46 FEET ALONG SAID EAST LINE TO THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE (U.S. ROUTE 34) PER PLAT OF HIGHWAY FOR THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION FAP 311 JOB NO. R-91-017-91, THE FOLLOWING THREE COURSES ALONG THE SAID RIGHT OF WAY LINE: THENCE NORTH 66 DEGREES 40 MINUTES 17 SECONDS EAST, 1168.88 FEET; THENCE SOUTH 22 DEGREES 33 MINUTES 37 SECONDS EAST, 5.00 FEET; THENCE NORTH 67 DEGREES 10 MINUTES 48 SECONDS EAST, 1234.63 FEET TO THE EAST LINE OF SAID QUARTER SECTION, BEING THE WEST LINE OF FOX VALLEY VILLAGES UNIT 27, AFORESAID; THENCE SOUTH 00 DEGREES 05 MINUTES 28 SECONDS WEST, 1037.61 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF FOX VALLEY VILLAGES UNIT 27, AFORESAID; THENCE NORTH 00 DEGREES 05 MINUTES 28 SECONDS EAST, 1037.61 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE BEING COINCIDENT WITH THE WEST LINE OF SAID FOX VALLEY VILLAGE UNIT 27) TO THE SOUTHERLY LINE OF OGDEN AVENUE (U.S. ROUTE 34) PER PLAT OF HIGHWAY FOR THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FAP 311 JOB NO. R-91-017-91 (THE FOLLOWING 3 COURSES ARE ALONG SAID SOUTHERLY LINE); THENCE SOUTH 67 DEGREES 10 MINUTES 48 SECONDS WEST, 1234.63 FEET; THENCE NORTH 22 DEGREES 33 MINUTES 37 SECONDS WEST, 5.00 FEET; THENCE SOUTH 66 DEGREES 40 MINUTES 16 SECONDS WEST, 17.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 48 MINUTES 40 SECONDS EAST, 189.89 FEET; THENCE SOUTH 67 DEGREES 10 MINUTES 48 SECONDS WEST, 324.18 FEET; THENCE NORTH 22 DEGREES 49 MINUTES 12 SECONDS WEST, 186.15 FEET TO AFOREMENTIONED SOUTHERLY LINE; THENCE NORTH 66 DEGREES 40 MINUTES 17 SECONDS EAST, 304.37 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 (1.35 Ac.):

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN FOX VALLEY VILLAGES UNIT 27 PER DOCUMENT R85-090787; THENCE NORTH 00 DEGREES 05 MINUTES 28 SECONDS EAST, 1037.61 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE BEING COINCIDENT WITH THE WEST LINE OF SAID FOX VALLEY VILLAGE UNIT 27) TO THE SOUTHERLY LINE OF OGDEN AVENUE (U.S. ROUTE 34) PER PLAT OF HIGHWAY FOR THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FAP 311 JOB NO. R- 91-0117-91 (THE FOLLOWING 3 COURSES ARE ALONG SAID SOUTHERLY LINE); THENCE SOUTH 67 DEGREES 10 MINUTES 48 SECONDS WEST, 1234.63 FEET; THENCE NORTH 22 DEGREES 33 MINUTES 37 SECONDS WEST, 5.00 FEET; THENCE SOUTH 66 DEGREES 40 MINUTES 17 SECONDS WEST, 17.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 48 MINUTES 40 SECONDS EAST, 189.89 FEET; THENCE SOUTH 67 DEGREES 10 MINUTES 48 SECONDS WEST, 324.18 FEET; THENCE NORTH 22 DEGREES 49 MINUTES 12 SECONDS WEST, 186.15 FEET TO AFOREMENTIONED SOUTHERLY LINE; THENCE NORTH 66 DEGREES 40 MINUTES 17 SECONDS EAST, 304.37 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Exhibit B: LEGAL DESCRIPTION

OGDEN AVENUE & 75TH STREET
CITY OF AURORA, DUPAGE COUNTY, ILLINOIS



Project Manager: L A K
Engineer: J D T
Date: 2019-01-17
Project No. 18-991
Sheet 1 / 1

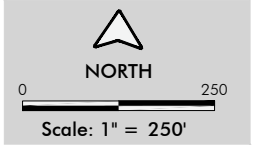
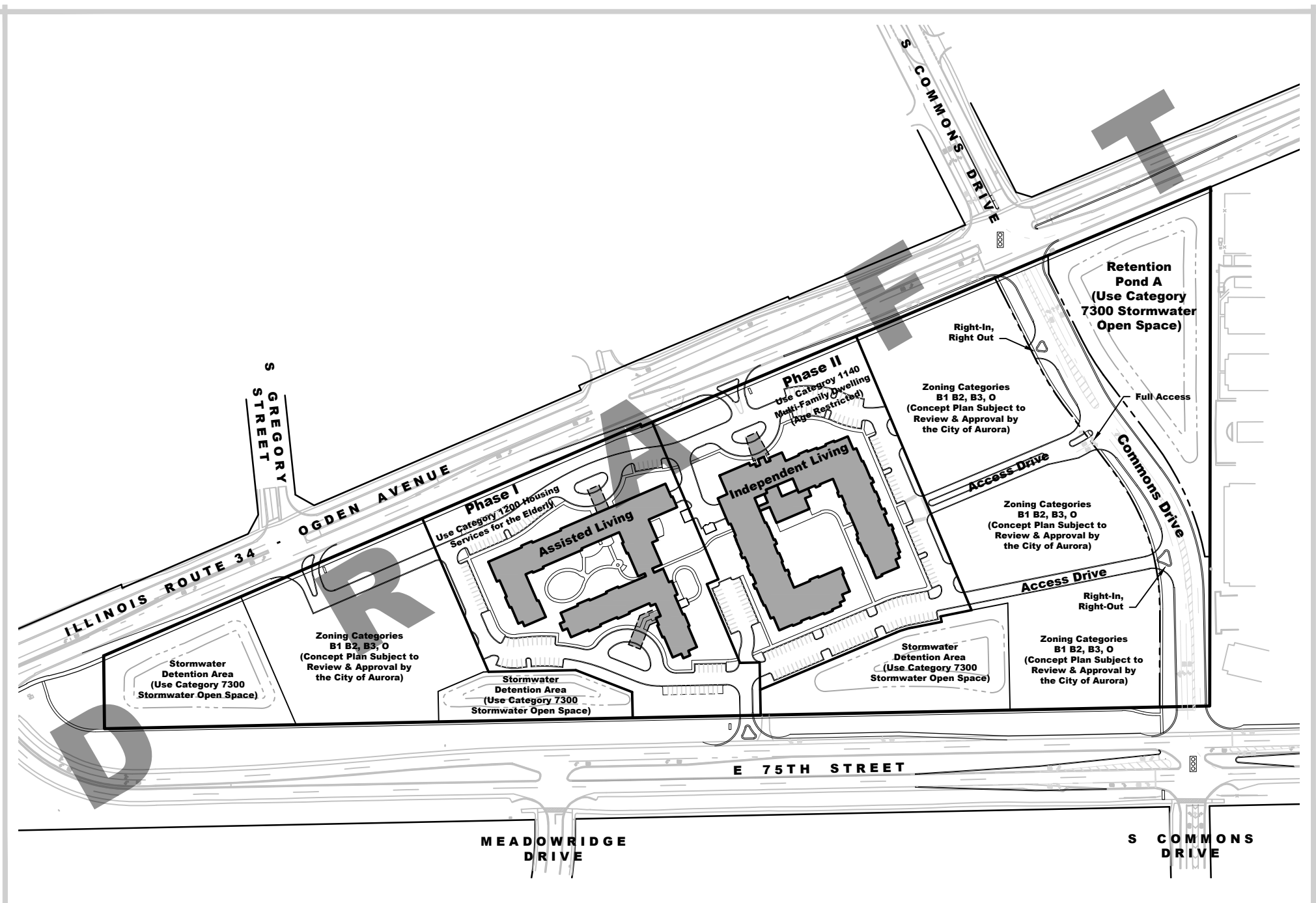


Exhibit C: PROJECT PLAN
PROPOSED USE CATEGORY 8000 PLANNED DEVELOPMENT
OGDEN AVENUE & 75TH STREET
 CITY OF AURORA, DuPAGE COUNTY, ILLINOIS

HAEGER ENGINEERING
 consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
 Illinois Professional Design Firm License No. 184-003152 www.HaegerEngineering.com

Project Manager:	LAK
Engineer:	JDT
Date:	2019-01-17
Project No.	17-131
Sheet	1 / 1

Route 34th & 75th Street
Aurora, IL

R98-248688

98 NOV 30 PM 3:15

RECORDED
DU PAGE COUNTY

J. P. [Signature]

ORIGINAL

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

WKS/pl
PA123D04/TXT5/PLAN1
09/11/98

PETITIONER: Ocean Atlantic Woodland Corporation.

CITY OF AURORA, ILLINOIS
ORDINANCE NO. 098-86
DATE OF PASSAGE Sept. 22, 1998

AN ORDINANCE PROVIDING FOR THE EXECUTION OF AN ANNEXATION AGREEMENT PROVIDING FOR R-1(S), R-4A(S), and B-2(S) ZONING WITH THE OWNERS OF RECORD OF TERRITORY WHICH MAY BE ANNEXED TO THE CITY OF AURORA AND WHICH IS LOCATED NORTH OF THE MEADOWLAKES AND CHICORY PLACE SUBDIVISIONS AND SOUTH OF ROUTE 34 IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS 60504" PAT

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

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

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

(Dommermuth Brestal Cobine & West
123 W. Water Street,
Naperville, IL 60566)

68
60
CW

98-86

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

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

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

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

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

WHEREAS, Exhibit "A", attached hereto and included herein by reference as if fully set forth, in its present 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 finds as fact all of the preamble recitals of this Ordinance.

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

Section Three: That the Annexation Agreement in the form of Exhibit "A" attached hereto and included herein by reference as if fully set forth, and incorporated in and made a part of this Ordinance, is hereby approved, subject to the condition that separate preliminary plans and plats will be required for the multiplex and commercial areas.

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

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

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

PRESENTED to the City Council of the City of Aurora, Illinois on September 22, 1998.

PASSED AND APPROVED by the City council of the City of Aurora, on September 22, 1998.

AYES 9 NAYS 0 NOT VOTING 0

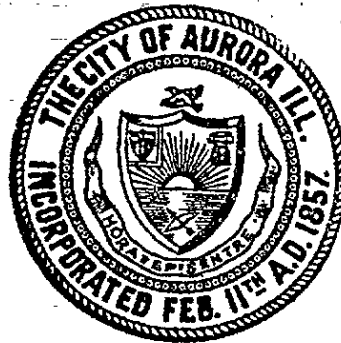
SIGNED by the Mayor of the City of Aurora, Illinois, on September 22, 1998.

David L. Stever Mayor Pro-Tem
City of Aurora Illinois

Jim Meisch

ATTEST:

Cheryl M. Vonhoff
City Clerk Cheryl Vonhoff



Prepared by Aurora Planning Division, 44 E. Downer Place,
Aurora, Illinois 60507 Case NA28/3-98.123-PA
Parcel Number(s) 07-28-101-007; 008 ~~07-28-300-004~~

9/22/98

**ANNEXATION AGREEMENT
FOR
OCEAN ATLANTIC - HAGEMAN FARM**

THIS ANNEXATION AGREEMENT, hereinafter referred to as "AGREEMENT", made and entered into this 22nd day of Sept., 1998 by and between the **CITY OF AURORA, ILLINOIS**, a municipal corporation, hereinafter called "CITY", and **HARRIS BANK NAPERVILLE, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1978**, and known as Trust No. 3316; hereinafter called "OWNER(S)" and **OCEAN ATLANTIC WOODLAND CORP.**, a Virginia corporation, hereinafter called "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 143 acres, hereinafter ("Property" or "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 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.

- c. Provision of a water supply system that has been engineered to supply water services to the Subject Property through the year 2020 and beyond.
- d. Provision of a sanitary sewer system that has been engineered to supply services to the Subject Property through the Fox Metro Water Reclamation District's Facilities Planning Area.
- e. Provision of police protection by the City's fully trained, staffed and equipped Police Department.
- f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department.
- g. Reduced insurance rates due to the City's Fire Department having a Class 3 rating.

4. The Subject Property described in Attachment "A" is contiguous to the city limits of the City of Aurora, 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. The parties understand and agree that fire protection will be provided by the City of Aurora Fire Department.

7. 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 and City Responsibility

- 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 execution of this Agreement.
- 2) Subsequent to the approval of this Annexation Agreement, and after proper petition therefore, the City shall adopt ordinances annexing those portions of the Subject Property to the City pursuant to the Annexation Petition, and subject to the terms and conditions herein.

- 3) The City shall adopt an ordinance classifying the Subject Property as R-1(S) One-Family Dwelling District, Special Use; R-4A(S) Two-Family Dwelling District, Special Use; B-2(S) Business District-General Retail, Special Use; P-Public Open Space/Recreation/Park; Planned Development, and shall grant variations specified in Section D herein and adopt the Plan Description for the development as set forth in Attachment "C".
- 4) If an Annexation Petition for the Subject Property is not filed within 60 days after lawful contiguity, the City may:
 - a) deem this Annexation Agreement as the petition to annex and shall annex the property pursuant to this Agreement; or
 - b) void this Agreement; or
 - c) grant the Owner an extension of time to file an Annexation Petition.
- 5) Within 90 days of annexation of the Subject Property to the City, Owner(s) agree(s) to petition the Fox Valley Park District and the Fox Metro Water Reclamation District for annexation of said property described in Attachment "A".
- 6) Parties' understand and agree that fire protection will be provided by the City of Aurora Fire Department.
- 7) City agrees to execute by separate agreement an Auto Dealer Incentive Agreement rebating to any auto dealers operating within the Subject Property, the City's portion of State sales tax revenues.

SECTION B. Duration, Applicability and Owner Responsibility

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

- 3) The Developer shall record a copy of this Agreement with the appropriate county recorder within 90 days after execution by the parties hereto.

SECTION C. Development Review

- 1) Owner(s) and Developer agree(s) that no portion of the Subject Property shall be developed until and unless such development has been approved by the City in accordance with the conditions hereinafter set forth.
- 2) That the Subject Property described in Attachment "A" shall be governed by all of the requirements contained in the Aurora Zoning Ordinance No. 3100 except for variations which are hereinafter provided in Section D of this Agreement.
- 3) The provisions of the Aurora Subdivision Control Ordinance shall govern all development of the Subject Property regardless of the size of a parcel being developed at any one time. If no subdivision plats for the Subject Property are required, then Owner(s) agree(s) that the public improvements and other subdivision control requirements of the Aurora Subdivision Control Ordinance shall be applicable to the Subject Property.
- 4) A preliminary plan is required to be approved by the City Council on the total property described in Attachment "A" prior to the approval of any preliminary plats, 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". The above notwithstanding, a standard single-family detached housing lot shall not require a final plan.
- 7) Final site plans shall be accompanied by final engineering and landscape plans as required by the City.
- 8) Preliminary plats and plans, and final plats and plans may be submitted and approved simultaneously.

SECTION D. Variations and Special Uses

- 1) The City shall adopt an ordinance granting a Special Use Planned Development with variations and conditions as set forth within the Planned Development Plan Description as set forth in Attachment "C".

SECTION E. Roads, Public Utilities and Storm Water Retention

- 1) Owner(s) agree(s) to participate in all future, lawfully approved special service areas or special assessment projects for public improvements concerning the Subject Property and shall establish a specific special service area (SSA) at the time of Final Plan and Plat approval as a backup to the homeowner's association providing for the maintenance of the stormwater management facilities.

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

- 2) Commons Drive

- (a) Segment A: Developer shall dedicate 100' of right-of-way for that portion of Commons Drive between U.S. Route 34 and 75th Street (hereinafter "Segment A") at the time of recording the Final Plat for the property immediately adjacent thereto. City and Developer shall share the costs, including engineering design and construction fees, for constructing Segment A of Commons Drive as well as any necessary improvements to U.S. Route 34 and at 75th Street necessitated by the construction of Commons Drive, on the following basis: sixty percent (60%) Developer and forty percent (40%) City. Said improvements to include traffic signal modifications at Commons and Route 34 as well as all required intersection improvements at Route 34 and with 75th Street. Further, Developer agrees to front-fund that portion of the City's obligation for Segment A. In consideration of Developer's agreeing to front-fund the City's obligation as to Segment A, City agrees to repay Developer the full amount of the City's obligation for the cost of constructing Segment A within three years of completion of said improvements. Further, City agrees to pay interest on any outstanding balance owed at the rate of 6% per annum until the entire outstanding balance is paid in full.

Segment A shall be designed as a five lane cross-section as set forth on the drawing of Brent Coulter, Traffic Engineer, attached hereto as Attachment G. South of 75th Street, Commons shall be designed as a 39' back to back of curb street also as shown on Attachment G.

- (b) Segment B: Developer shall dedicate 80' of right-of-way plus a City utility easement if necessary of the same width as the City may obtain along Segment A, for that portion of Commons Drive between 75th Street on the north and the first intersection of Commons Drive with an interior residential street to the south, (hereinafter "Segment "B") at the time of recording the Final Plat for the property immediately adjacent thereto. City and Developer shall share the cost of constructing Segment B of Commons Drive as set forth in (a) above. In addition, City agrees to enter into a recapture agreement with Developer which shall allow Developer to recapture thirty percent (30%) (assuming 60% Developer/40% City cost sharing) of the total cost including engineering design, construction fees and land costs for one-half of the right-of-way for constructing Segment B from the owner and/or developer of the property immediately adjacent to Segment B to the east, commonly known as the Brach Property.
- (c) Segment C: Developer shall dedicate 80' of right-of-way tapering to 40' of right-of-way from the intersection of Commons Drive with the first interior residential street to the north to the southern limits of the subject property (hereinafter "Segment C") as shown on the Preliminary Plat attached hereto and made a part hereof as Exhibit B to the Plan Description, at the time of recording the Final Plat for the property immediately adjacent thereto. City, Developer and the owner and/or developer of the property immediately adjacent to Segment C to the east, commonly known as the Brach Property shall share the cost including engineering design and construction fees to construct Segment C on the following basis: thirty percent (30%) Developer, thirty percent (30%) adjacent owner and/or developer and forty percent (40%) City (assuming 60% Developer/40% City cost sharing otherwise 50% is recapturable). For that portion of Commons Drive lying between C Street on the Preliminary Plat and the southerly limits of the Subject Property, the City agrees to allow the Developer to pay its 30% cost sharing on a pro rata basis with each residential building permit. The pro rata cost shares shall be determined by estimates approved by the City Engineer.

In the event that the Developer front funds the full improvements to Segment B (if right-of-way is obtained from the Brach property) the City would apply those expenditures toward the Developer's share of Segment C and would rebate any balance owed to the Developer provided however that if Segment C is constructed by others prior to the Developer's share being fully paid, the remainder of Developer's share will continue to be due and payable.

Dedication of any right-of-way shall take place at the time of final plat approval for the land adjacent to the proposed right-of-way. In the event that traffic signals at Commons Drive and 75th Street are warranted, the Subject Property's and City's share of the signal costs shall be paid solely from the DuPage County Road Impact Fees.

If the Developer front funds any road improvement costs, a separate agreement between the City and Developer shall be established.

Prior to occupancy permits being issued for any residential unit, Meadowridge Drive from Shoreline Drive to 75th Street shall be completed.

Commons Drive south of 75th Street will not be required to be constructed to Street "C" until the northerly one-half of the Multiplex parcel requests occupancy permits. Prior to the issuance of occupancy permits for phase B of the single-family detached homes, a 12' gravel "haul road" shall be installed along the Commons Drive alignment south of 75th Street to Street "C". Said road shall be maintained so that it is accessible for emergency vehicles on a year round basis.

The above notwithstanding, the Developer, in the alternative to constructing a gravel "haul road" shall be allowed to provide access to 75th Street through the multiplex parcel, via a paved access from Street "C".

- 3) Owner(s) and City agree(s) that the access points from the public right-of-ways for the Subject Property shall be granted as shown on the preliminary plan and plat.
- 4) The Owners 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 Subject Property shall be served with an 8" water line, except where uses within the development would demand a greater sized water main for fire flow purposes. In the event that water mains greater than 8" are required in order to improve the City's water distribution system or to serve other properties, the City agrees to reimburse Developer for any oversizing costs, at the time of construction of said mains or as otherwise agreed upon. Sizing of the watermain is subject to final agreement between the parties.
- 5) Owners agree to connect to the sanitary sewer system and shall pay such charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.
- 6) The parties hereto agree that no development of the Subject Property shall occur until and unless adequate storm and sanitary discharge plans and other related plans have been approved by the appropriate City of Aurora Department or Departments, or agency, in charge, which approval shall not be unreasonably withheld. Said storm water control facilities shall conform to the designed criteria specified in attachment "E" to this Annexation Agreement.

- 7) Any and all field tiles encountered during construction on the Subject Property shall be re-routed or connected to the storm sewer collection system. 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 Owners 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, then concrete tile must be used.

SECTION F. General Provisions

- 1) Owner(s) agree(s) that the construction of buildings on the premises shall be in accordance with the Aurora Building Code requirements in force at the time of the commencement of construction.
- 2) All codes and ordinances of the City of Aurora not amended herein by this Agreement and all codes and ordinances adopted by said City after the execution and entering into of this Agreement by the parties hereto shall apply to the Subject Property.
- 3) Owner(s) agree(s) that all existing structures on the Subject Property, including signage, shall be razed and removed within one year of approval of the final plan and plat for the parcel containing such structures or signage.
- 4) Owner(s) and all successors and assigns in interest shall be limited in development of the herein described properties to the uses, and only those uses, permitted by the applicable provisions of the Aurora Zoning Ordinance.
- 5) If any section, subsection or paragraph of this Agreement shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement.
- 6) Notice. Any notice or demand hereunder from any party hereto to another party hereto shall be in writing and shall be deemed served if mailed by prepaid registered or certified mail addressed as follows:

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

If to the "Owner(s): William C. Murphy, Esq.
Murphy, Hupp, Foote, Mielke & Kinnally
8 E. Galena Blvd.
P.O. Box 5030
Aurora, IL 60507

If to the Developer: Ocean Atlantic Woodland Corporation
1800 Diagonal Road, Suite 425
Alexandria, VA 22314
Attn: Michael Ferraguto

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

7. The Developer shall satisfy the City's school donation requirements of the School/Park ordinance by the payment of cash with the issuance of each building permit.

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

8. The parties hereto agree to cooperate in applying the provisions of this agreement and to fulfill the intent of the provisions set forth herein.
9. Within ninety (90) days of annexation to the City, 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.
10. The City agrees to adopt a recapture ordinance to reimburse Developer for the cost of any sanitary sewer, waterlines, storm sewers, roads or traffic-related improvements, oversizing of utility lines, 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 sixty (60) days following notice from Owner or Developer that the facilities are complete. The recapture ordinance shall provide for Owner or Developer to be paid a reasonable amount of interest on the amount expended in completing the sewers, waterlines, facilities, roadways and other improvements, which interest shall be calculated from and after the date of completion and acceptance of the improvement, and for the payment of all recapture sums due at the time of connection, use or annexation by any benefited property owner.
11. The Parties agree that the Parties or their successors or successors in title may enforce this Agreement in any court of competent jurisdiction in an appropriate action at law or in equity, as provided in 65 ILCS 5/11-15.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of the Agreement. Further, in the event of such

litigation, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such litigation.

12. Owner and Developer understand and agree that the 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.
13. The parties understand and agree that each and every obligation of the Owner in this Agreement shall be and shall become the sole obligation of the Developer herein as the current Owners are financially incapable of performing any obligations under this Agreement.

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

OWNER:

HARRIS BANK NAPERVILLE, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1978, and known as Trust No. 3316

By: Jacquelyn J. Nolkert
Jacquelyn J. Nolkert, AVP & Trust Officer

**SUBJECT TO EXCULPATORY
RIDER ATTACHED**

Attest: Laura G. Mandel
Laura G. Mandel, Sr. Vice President

DEVELOPER:

OCEAN ATLANTIC WOODLAND CORPORATION, a Virginia Corporation

By: John F. Philipchuck

Attest: John F. Philipchuck

SIGNED by the Mayor of the City of Aurora, Illinois, on this 19th day of November, 1998.

James L. Stroman
Mayor

ATTEST:

Cheryl M. Conroy
City Clerk

Prepared by and Return to:
John F. Philipchuck, Esq.
Dommermuth, Brestal, Cobine & West, Ltd.
123 Water Street
Naperville, IL 60540



EXCULPATORY RIDER

This instrument is executed by the Harris Bank Naperville as Trustee under the provisions of a Trust Agreement dated 8/10/78, and known as Trust no. 3316, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Naperville warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Naperville in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank Naperville on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

ATTACHMENT "A"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ONE:

Part of the Northwest Quarter of Section 28, Township 38 North, Range 9 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of said Section 28; thence North 0 degrees 04 minutes 31 seconds East along the East line of said Northwest Quarter, a distance of 100.02 feet to the North Right-of-Way Line of a public road designated 75th Street, said point also being the Point of Beginning of the hereinafter described parcel of land; thence South 88 degrees 50 minutes 06 seconds West along said North Right-of-Way Line, a distance of 2208.48 feet; thence North 0 degrees 44 minutes 05 seconds East, a distance of 147.77 feet to a point on the Southerly Right-of-Way Line of a public road designated U.S. Route 34 (F.A.P. 311); thence North 66 degrees 40 minutes 17 seconds East along said Southerly Right-of-Way Line, a distance of 1162.51 feet; thence South 23 degrees 04 minutes 34 seconds East along said Southerly Right-of-Way Line, a distance of 5.00 feet; thence North 67 degrees 10 minutes 48 seconds East along said Southerly Right-of-Way Line, a distance of 1234.70 feet to a point on the East Line of said Northwest Quarter; thence South 0 degrees 04 minutes 31 seconds West along said East Line, a distance of 1037.49 feet to the Point of Beginning, containing 30.160 acres, more or less, subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Township of Naperville, the County of DuPage and the State of Illinois.

PARCEL TWO:

Part of the Southwest Quarter of Section 28, Township 38 North, Range 9 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northeast Corner of the Southwest Quarter of said Section 28; thence South 0 degrees 04 minutes 31 seconds West along the East Line of said Southwest Quarter, a distance of 100.02 feet to the South Right-of-Way Line of a public road designated 75th Street, said point also being the Point of Beginning of the hereinafter described parcel of land; thence continuing South 0 degrees 04 minutes 31 seconds West along said East Line, a distance of 2565.78 feet to the South Line of said Southwest Quarter; thence South 89 degrees 02 minutes 05 seconds West along said South Line, a distance of 2179.95 feet to the East Line of Fox Valley East Region - 2, Unit 26, Phase 2, as recorded in the Recorder's Office of DuPage County, Illinois; thence North 0 degrees 33 minutes 30 seconds West along said East Line of Meadow Lakes Unit 26, Phase 1 and the East Line of the Re-subdivision of Lots 2, 3 and 4 of said Meadow Lakes Unit 26, Phase 1, all as recorded in said DuPage County Recorder's Office, a distance of 2557.73 feet to the South Right-of-Way Line of said 75th Street; thence North 88 degrees 50 minutes 06 seconds East along said South Right-of-Way Line, a distance of 2208.39 feet to the Point of Beginning, containing 129.023 acres, more or less, subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Township of Naperville, the County of DuPage and the State of Illinois.

Excepting therefrom the following:

Part of the Southwest Quarter of Section 28, Township 38 North, Range 9, East of the Third Principal Meridian, bounded and described in two tracts, as follows:

TRACT ONE:

Commencing at the Northeast Corner of the Southwest Quarter of said Section 28; thence South 88 degrees 50 minutes 06 seconds West along the North line of said Southwest Quarter, a distance of 2209.50 feet; thence South 0 degrees 33 minutes 30 seconds East along the East Line of Meadow Lakes Unit 26, Phase 1, the East Line of the Re-Subdivision of Lots 2, 3 and 4 of said Meadow Lakes Unit 26, Phase 1, the East Line of Fox Valley East Region - 2, Unit 26, Phase 2, and the Northerly Projection thereof, all as recorded in said DuPage County Recorder's Office, a distance of 1086.41 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing South 0 degrees 33 minutes 30 seconds East along said East Line, a distance of 1177.15 feet; thence South 89 degrees 56 minutes 18 seconds East, a distance 216.62 feet to the beginning of a curve; thence Northeasterly along said line being curved to the left, having a radius of 380.00 feet, a central angle of 93 degrees 59 minutes 12 seconds, a chord bearing of North 43 degrees 04 minutes 06 seconds East, and an arc distance of 623.34 feet to the termination of said curve; thence North 3 degrees 55 minutes 30 seconds West, a distance of 100.00 feet to the beginning of a curve; thence Northerly along said line being curved to the right, having a radius of 1025.83 feet, a central angle of 19 degrees 41 minutes 03 seconds, a chord bearing of North 5 degrees 55 minutes 02 seconds East, and an arc distance of 352.42 feet to the termination of said curve; thence North 15 degrees 45 minutes 33 seconds East, a distance of 100.00 feet to the beginning of a curve; thence Northerly along a line being curved left, having a radius of 871.03 feet, a central angle of 10 degrees 59 minutes 41 seconds, a chord bearing of North 10 degrees 15 minutes 42 seconds East, and an arc distance of 167.15 feet to the termination of said curve; thence North 4 degrees 45 minutes 51 seconds East, a distance of 69.32 feet; thence South 89 degrees 26 minutes 30 seconds West, a distance of 699.60 feet to the Point of Beginning, containing 16.12 acres (702,187.2 square feet), more or less, subject to all easements, agreements, county codes, and/or ordinances of record, if any, all situated in the Township of Naperville, the County of DuPage and the State of Illinois.

TRACT TWO:

Commencing at the Northeast Corner of the Southwest Quarter of said Section 28; thence South 88 degrees 50 minutes 06 seconds West along the North Line of said Southwest Quarter, a distance of 2209.50 feet; thence South 0 degrees 33 minutes 30 seconds East along the East Line of Meadow Lakes Unit 26, Phase 1, the East Line of the Re-Subdivision of Lots 2, 3 and 4 of said Meadow Lakes Unit 26, Phase 1, the East Line of Fox Valley East Region - 2, Unit 26, Phase 2, and the Northerly Projection thereof, all as recorded in the DuPage County Recorder's Office, a distance of 2263.62 feet to the Point of Beginning of the hereinafter described tract of land; thence South 89 degrees 56 minutes 18 seconds East, a distance of 216.62 feet to the beginning of a curve; thence Northeasterly along said line being curved to the left, having a radius of 380.00 feet, a central angle of 93 degrees 59 minutes 12 seconds, a chord bearing of North 43 degrees 04 minutes 06 seconds East, and an arc distance of 623.34 feet to the termination of said curve; thence North 3 degrees 55 minutes 30 seconds West, a distance of 100.00 feet to the beginning of a curve; thence Northerly along said line being curved to the

right, having a radius of 1025.83 feet, a central angle of 19 degrees 41 minutes 03 seconds, a chord bearing of North 5 degrees 55 minutes 02 seconds East, and an arc distance of 352.42 feet to the termination of said curve; thence North 15 degrees 45 minutes 33 seconds East, a distance of 100.00 feet to the beginning of a curve; thence Northerly along a line being curved left, having a radius of 871.03 feet, a central angle of 10 degrees 59 minutes 41 seconds, a chord bearing of North 10 degrees 15 minutes 42 seconds East, and an arc distance of 167.15 feet to the termination of said curve; thence North 4 degrees 45 minutes 51 seconds East, a distance of 69.32 feet; thence North 89 degrees 26 minutes 30 seconds East, a distance of 60.26 feet; thence South 4 degrees 45 minutes 51 seconds West, a distance of 74.91 feet to the beginning of a curve; thence Southerly along a line being curved to the right, having a radius of 931.03 feet, a central angle of 10 degrees 59 minutes 41 seconds, a chord bearing of South 10 degrees 15 minutes 42 seconds West, and an arc distance of 178.66 feet to the termination of said curve; thence South 15 degrees 45 minutes 33 seconds West, a distance of 100.00 feet to the beginning of a curve; thence Southerly along a line being curved to the left, having a radius of 965.83 feet, a central angle of 19 degrees 41 minutes 03 seconds, a chord bearing of South 5 degrees 55 minutes 02 seconds West, and an arc distance of 331.81 feet to the termination of said curve; thence South 3 degrees 55 minutes 30 seconds East, a distance of 100.00 feet to the beginning of a curve; thence Southwesterly along a line being curved to the right, having a radius of 440.00 feet, a central angle of 93 degrees 59 minutes 12 seconds, a chord bearing of South 43 degrees 04 minutes 06 seconds West, and an arc distance of 721.77 feet to the termination of said curve; thence North 89 degrees 56 minutes 18 seconds West, a distance of 215.98 feet to the East Line of Fox Valley East Region - 2, Unit 26, Phase 2, as recorded in the Recorder's Office of DuPage County, Illinois; thence North 0 degrees 33 minutes 30 seconds West along said East Line, a distance of 60.00 feet to the Point of Beginning, containing 2.309 acres (100,559.4 square feet), more or less, subject to all easements, agreements, county codes, and/or ordinances of record, if any, all situated in the Township of Naperville, the County of DuPage and the State of Illinois.

ATTACHMENT "B"

**DISCLOSURE OF
BENEFICIAL OWNERS
OF LAND TRUST**

Delbert Hageman	25%
Clara Jackson	25%
Dorothy Staffeldt	25%
Bernice Yeater	25%

9/22/98

ATTACHMENT C to ANNEXATION AGREEMENT

**A Plan Description for
Ocean Atlantic - Hageman Farm
Planned Development Pursuant to
Section 14.7 of the Aurora Zoning Ordinance**

Approved On _____

27063/6

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**A PLAN DESCRIPTION FOR OCEAN ATLANTIC - HAGEMAN FARM
PLANNED DEVELOPMENT DISTRICT PURSUANT TO
SECTION 14.7 OF THE AURORA ZONING ORDINANCE**

I. QUALIFYING STATEMENTS

A. PURPOSE

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

Consistent with the Comprehensive Plan, the Subject Property will be developed within the 0 to 5 dwelling unit per acre range for low density residential use with a network of public and private open space and stormwater retention facilities traversing the Subject Property. The open space/retention area is intended to be developed as a network of public and private open space consisting of a system of public parks that are visible from interior roadways, and is interconnected by streets and pathways. Minimum lot size for single family lots in this area is 7,000 square feet. A commercial area is located at the intersection of 75th Street and Route 34, as well as along the south side of 75th Street.

Neighborhood 1 shall have minimum lot size of 7,000 square feet. With average lot sizes in excess of 8,000 square feet. Neighborhood 2, the multiplex area, will serve as a transition area between the commercial parcels adjacent to 75th Street and the single-family area to the south. This multiplex area will consist of approximately 34 acres with a maximum density of 8.5 dwelling units per acre.

The Auto/Commercial areas are designed to accommodate automobile dealerships as well as other B-2 General Retail uses. The 4.8 acre Commercial/Office parcel could accommodate an automobile service station adjacent to Commons Drive as well as in the Auto Commercial area at Route 34 and Commons.

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, Single family neighborhood
 - b. Phase Two, Multiplex
 - c. Phase Three, Commercial/Office; Auto/Commercial

II. GENERAL CHARACTER

A. EXISTING CONDITIONS

1. Subject Property

The Subject Property consists of approximately 143 acres lying south of Route 34 and east and west of 75th Street, in Naperville Township, DuPage County. The land is currently being farmed. The Subject Property lies within the boundaries of Indian Prairie Community Unit School District #204.

2. Surrounding Property

Land to the north is residential and office, south is residential, east is agricultural and west is industrial use.

B. EXISTING ZONING CLASSIFICATIONS

1. Subject Property

The Subject Property is currently zoned R-2 and R-4 under the DuPage County Zoning Ordinance.

2. Surrounding Property

Property to the north is zoned PDD and east is zoned County R-2 Residential. Property to the South is R-1(S) and West is zoned PDD and R-2.

C. COMPREHENSIVE PLAN

1. Subject Property

The City of Aurora Comprehensive Plan designates the northern part of the Subject Property as high density residential, 12 dwelling units per acre, together with parks and open space. The southern part of the Subject Property is designated medium density 6-12 units per acre and low density residential 0-5 dwelling units per acre.

2. Surrounding Property

The City of Aurora Comprehensive Plan designates the property adjacent to the north as Mixed Uses, Office, Research and Commercial; the property adjacent to the east as Medium Density Residential and Quasi Public Uses; the property adjacent to the south as Low Density residential and Conservation, Openspace, Recreation and Drainage; and adjacent to the west as Low Density Residential and Mixed Uses, Office, Research and Light Industrial.

III. DEVELOPMENT STANDARDS FOR EACH LAND USE PARCEL

A. ZONING

The Planned Development is intended to be developed by various developers and shall be divided as commercial, single family, multiplex, with a park, wetlands and detention as designated on the Preliminary Plan, which is attached hereto and incorporated herein as Attachment B to Plan Description.

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

A-1.1 Regulations Applicable to Residential-Single Family Neighborhood 1

A-1.2 Statement of Intent

a. Neighborhood 1

Neighborhood 1 referenced as such within this document and on the Preliminary Plan attached hereto, shall be, in total, approximately 45 gross acres with a minimum of 35 acres and a maximum of 50 acres, designated as "Single Family". Upon approval of this document, Neighborhood 1 shall be designated as R-1(S) One-Family Planned Development on the City of Aurora Zoning Map. This land use area is intended for the construction of Detached Single Family Residences consisting of 153 homes.

A-1.3 Specific Rules and Definitions

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

A-1.4 Permitted Uses

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

A-1.5 General Provisions

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

a. Plan Approval

The Residential-Single 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, attached hereto, the Required Components of Final Plans. Public notice and public hearings shall not be required if the proposed preliminary and final Plans are in compliance with the standards as set forth in this Section III and in Section VI (2) of this Plan Description.

b. Signs

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

c. Landscaping and Screening

The requirements of Attachment D to Plan Description are applicable to the Residential-Single Family parcel.

d. Parking and Loading

Pursuant to Section 10.6-1(b), of the Aurora Zoning Ordinance, "Off-Street Parking and Loading", two (2) individually accessible enclosed, attached parking spaces shall be provided per dwelling unit. 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 Building, Driveways and Parking Spaces - Forty percent (40%) of the area of the zoning lot.
- b. Lot Size and Width: Neighborhoods 1, 2, 3 and 4
 - i) Minimum lot size = 7,046 square feet
 - ii) Minimum lot width = 52 feet
- c. Yard Requirements
 - Front yard setback = 25 feet
 - Minimum side yard = 6 feet
 - Side yard adjoining street = 15 feet
 - Combined side yard, interior lots = 12 feet
 - Combined side yard, corner lots = 21 feet
 - Rear yard = 20 feet
- d. Minimum floor area per dwelling unit:
 - = 1,150 feet. (One Story Homes)
 - = 1,450 feet (Two Story Homes)
- e. Maximum Building Height - 35 feet
- f. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards, but may not encroach into any City utility easement.

A-2.1 General Regulations Applicable to the Multiplex Parcel:

A-2.2 Statement of Intent

- a. Neighborhood 2

Neighborhood 2 referenced as such within this document and on the Preliminary Plan attached hereto, shall be approximately 33 gross acres, with a minimum of 25 acres and a maximum of 35 acres, designated as "Multiplex". Upon approval of this document, this parcel shall be designated R-4A(S) Two-Family Planned Development on the City of Aurora Zoning Map. Additionally,

this parcel will also include approximately eight acres of private open space, stormwater detention/retention. These areas are intended for the construction of 280 ± Multiplex dwellings.

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:

Multiplex; 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-2.5 General Provisions

Except as modified herein, the development of the Multiplex 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 Multiplex 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, attached hereto, the Required Components of Final Plans. Public notice and public hearings shall not be required if the proposed preliminary and final Plans are in compliance with the standards as set forth in this Section III and in Section VI (2) of this Plan Description.

b. Signs

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

c. Landscaping and Screening

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

d. Parking and Loading

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

A-2.6 Nonconforming Buildings and Uses

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

A-2.7 Special Uses

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

A-2.8 Accessory Building and Uses

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

A-2.9 Bulk Restrictions

a. Minimum setback requirements for a "Front-loaded" building:

<u>Front-loaded</u>	<u>Setback</u>
Exterior front	25 ft. green
Exterior side	20 ft. green
Exterior rear	40 ft. green
Side to side	20 ft. green
Rear to rear	50 ft. green*
Side to rear	30 ft. green
Side to front	60 ft. parking
Front to front	60 ft. parking
Front to rear	80 ft. comb.

* 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.

b. Minimum setback requirements for a courtyard "Rear-loaded" building:

<u>Rear-loaded</u>	<u>Setback</u>
Exterior front	25 ft. green
Exterior side	20 ft. green
Exterior rear	40 ft. green
Side to side	20 ft. green
Front to front	50 ft. green*
Side to front	30 ft. green
Side to rear	60 ft. parking
Rear to rear	60 ft. parking
Rear to front	80 ft. comb.

* 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.

c. Minimum Floor Area per Dwelling Unit: Neighborhood 5
= 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.

d. Maximum Density - 8.5 dwelling units per gross acre

e. Lot width and area = no requirement

f. Maximum floor area ratio = 1.0

g. Maximum Building Height - 35 feet

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

A-3.1 General Regulations Applicable to All Park/Retention/Open Space Parcels:

A-3.2 Statement of Intent

a. Park Site

Park Site referenced as such within this document and on the Preliminary Plan attached hereto, shall be approximately 6.0 acres designated as "Park". Upon approval of this document, this Parcel shall be designated as Public Open Space/Recreation/Park on the City of Aurora Zoning Map. Upon acceptance by a public entity, this Parcel shall be designated as "P" on the City of Aurora Zoning Map. This Parcel is intended to be developed as public park site.

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 each specific parcel as set forth in this Section III.

a. Plan Approval

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

b. Signs

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

c. Landscaping and Screening

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

c. Parking and Loading

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

A-3.4 Permitted Uses

Public and private open space, storm water detention/retention. Upon acceptance of any Park/Retention/Open Space parcel by the Fox Valley Park District, permitted uses shall also include the enumerated permitted uses in the Public Open Space/Recreation/Park District zoning district as set forth in Section 10.10 of the Aurora Zoning Ordinance.

A-3.5 General Provisions

Except as modified herein, the development of the Park/Retention/Open Space parcels shall be governed by the provisions of the Aurora Zoning Ordinance, including, but not limited to the provisions of Section 10.10, "Public Open Space/Recreation/Park District", and by the provisions presented in this Section III(A).

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

A-3.6 Nonconforming Buildings and Uses

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

A-3.7 Special Uses

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

A-3.8 Accessory Building and Uses

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

A-3.9 Bulk Regulations

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

A-4.1 Regulations Applicable to The Commercial Parcels

A-4.2 Statement of Intent

a. Commercial Parcels

The Commercial Parcels referenced as such within this document and on the Preliminary Plan attached are approximately 47 gross acres for auto/commercial and 5 acres commercial/office, with a minimum of 40 acres and a maximum of 53 acres and designated as "Commercial". Upon approval of this document, this parcel shall be designated as B-2(S) General Retail Planned Development on the City of Aurora Zoning Map. This parcel shall be used for general retail, office and business uses as permitted in the B-2(S) General Retail District with special use for a planned unit development.

Developer agrees that those portions of the Subject Property that are designated as commercial on the Preliminary Plan attached hereto as attachment B to the Plan Description shall be subject to the following architectural guidelines:

1. External walls shall be primarily masonry, with drivit or cedar detailing permitted, and roofs shall be gable-ended and/or of varying pitch and shall be covered with textured and/or layered asphalt or fiberglass shingles.

A-4.3 Specific Rules and Definitions

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

A-4.4 Permitted Uses

Permitted uses will be subject to the provisions of Section 12.3-1 of the current Aurora Zoning Ordinance. On the Auto/Commercial Parcel north of 75th Street, a gasoline service station including a mini-mart and car wash shall be allowed as a permitted use and subject only to site plan approval.

A-4.5 General Provisions

The development of the Commercial Parcel 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.

Buffering of that portion of the Auto/Commercial parcel across the street from the homes in the Amberwood Subdivision shall be required at the time of final plan approval for that portion of the Auto/Commercial parcel.

b. Signs

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

c. Landscaping and Screening

The requirements of Attachment D to Plan Description shall apply to commercial parcels.

d. Parking and Loading

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

A-4.6 Nonconforming Buildings and Uses

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

A-4.7 Special Uses

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

A-4.8 Accessory Building and Uses

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

A-4.9 Bulk Restrictions

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

B. PUBLIC IMPROVEMENTS

Commons Drive

- (1) Segment A: Developer shall dedicate 100' of right-of-way for that portion of Commons Drive between U.S. Route 34 and 75th Street (hereinafter "Segment A") at the time of recording the Final Plat for the property immediately adjacent thereto. City and Developer shall share the costs, including engineering design and construction fees, for constructing Segment A of Commons Drive as well as any necessary improvements to U.S. Route 34 and at 75th Street necessitated by the construction of Commons Drive, on the following basis: sixty percent (60%) Developer and forty percent (40%) City. Said improvements to include traffic signal modifications at Commons and Route 34 as well as all required intersection improvements at Route 34 and with 75th Street. Further, Developer agrees to front-fund that portion of the City's obligation for Segment A. In consideration of Developer's agreeing to front-fund the City's obligation as to Segment A, City agrees to repay Developer the full amount of the City's obligation for the cost of constructing Segment A within three years of completion of said improvements. Further, City agrees to pay interest on any outstanding balance owed at the rate of 6% per annum until the entire outstanding balance is paid in full.

Segment A shall be designed as a five lane cross-section as set forth on the drawing of Brent Coulter, Traffic Engineer, attached hereto as Attachment G. South of 75th Street, Commons shall be designed as a 39' back to back of curb street as shown on the preliminary plan and plat.

- (2) Segment B: Developer shall dedicate 80' of right-of-way plus a City utility easement if necessary of the same width as the City may obtain along Segment A, for that portion of Commons Drive between 75th Street on the north and the first intersection of Commons Drive with an interior residential street to the south, (hereinafter "Segment B") at the time of recording the Final Plat for the property immediately adjacent thereto. City and Developer shall share the cost of constructing Segment B of Commons Drive as set forth in (1) above. In addition, City agrees to enter into a recapture agreement with Developer which shall allow Developer to recapture thirty percent (30%) (assuming 60% Developer/40% City cost sharing) of the total cost including engineering design, construction fees and land costs for one-half of the right-of-way for constructing Segment B from the owner and/or developer of the property immediately adjacent to Segment B to the east, commonly known as the Brach Property.
- (3) Segment C: Developer shall dedicate 80' of right-of-way tapering to 40' of right-of-way from the intersection of Commons Drive with the first interior residential street to the north, to the southern limits of the subject property (hereinafter "Segment C") as shown on the Preliminary Plat

attached hereto and made a part hereof as Exhibit B to the Plan Description, at the time of recording the Final Plat for the property immediately adjacent thereto. City, Developer and the owner and/or developer of the property immediately adjacent to Segment C to the east, commonly known as the Brach Property shall share the cost including engineering design and construction fees to construct Segment C on the following basis: thirty percent (30%) Developer, thirty percent (30%) adjacent owner and/or developer and forty percent (40%) City (assuming 60% Developer/40% City cost sharing). For that portion of Commons Drive lying between C Street on the Preliminary Plat and the southerly limits of the Subject Property, the City agrees to allow the Developer to pay its 30% cost sharing on a pro rata basis with each residential building permit. The pro rata cost shares shall be determined by estimates approved by the City Engineer.

IV. REQUESTED MODIFICATIONS AND EXCEPTIONS TO CITY ORDINANCES
A. ZONING ORDINANCE MODIFICATIONS AND EXCEPTIONS

1. Zoning Variations Applicable to Residential - Single Family Neighborhoods 1 (variations apply to all parcels unless expressly limited)
 - a. Front yard setback = 25 feet
 - b. Minimum side yard setback = 6 feet
 - c. Combined side yard, interior lots = 12 feet
 - d. Combined side yard, corner lots = 21 feet
 - e. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards.

2. Zoning Variations Applicable to Multiplex Parcel Neighborhood 2
 - a. Minimum setback requirements for a "Front-loaded" building:

<u>Front-loaded</u>	<u>Setback</u>
Exterior front	25 ft. green
Exterior side	20 ft. green
Exterior rear	40 ft. green
Side to side	20 ft. green
Rear to rear	50 ft. green*
Side to rear	30 ft. green
Side to front	60 ft. parking
Front to front	60 ft. parking
Front to rear	80 ft. comb.

* 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.

- b. Minimum setback requirements for a courtyard "Rear-loaded" building:

<u>Rear-loaded</u>	<u>Setback</u>
Exterior front	25 ft. green
Exterior side	20 ft. green
Exterior rear	40 ft. green
Side to side	20 ft. green
Front to front	50 ft. green*
Side to front	30 ft. green
Side to rear	60 ft. parking
Rear to rear	60 ft. parking
Rear to front	80 ft. comb.

* 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.

- c. Permitted Obstructions in Required Yard Areas - As regulated under Section 5.4 and Section 11.2-5 of the Aurora Zoning Ordinance and expressly including the following: window wells and wing walls which may encroach three feet into required yards.

3. 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 shown on the Preliminary Plan, Attachment B hereto. Streets within the Property that are not specifically named are "Local Residential Streets." The "Local Residential Streets" and Meadowridge Drive within the Property shall be constructed entirely at Developer cost at the time that adjoining lots are developed. The construction of each type of street and parking restrictions shall conform to the following typical cross-sections:
 - a. Local Residential Streets:
 - i. Sixty foot (60') right of way;
 - ii. Twenty-eight foot (28') pavement width back to back with a rolled curb;
 - iii. Sidewalks five feet (5') in width constructed on both sides of the street within the dedicated right of way.
 - iv. On street parking permitted on one side of street only.

Streets within the Multiplex neighborhood 2 parcel shall be 31' back to back unless .75 guest parking spaces per each dwelling unit are provided off-street. If said parking is provided, then and in that event, 28' back to back of curb public streets may be constructed.

- b. Meadowridge Drive:
 - i. Sixty foot (60') right of way;
 - ii. Thirty-one foot (31') pavement width back to back with a roll curb;
 - iii. Sidewalks five feet (5') in width constructed on both sides of the street within the dedicated right of way.
 - iv. On street parking permitted on 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 2' 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. Buildings located on the Multiplex parcel may be served by common sanitary sewer and water lines. Separate service lines shall not be required for individual dwelling units or buildings. The above notwithstanding, service must be per the State Plumbing Code.
9. Lots and buildings within the Muliplex parcel 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 Preliminary Plan.

C. OTHER ORDINANCE MODIFICATIONS AND EXCEPTIONS

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

D. MODEL HOMES AND SALES TRAILERS, CONSTRUCTION TRAILERS

1. Model Homes

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

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

- c. Sanitary sewer does not need to be provided until approval of residential occupancy.

2. Sales and Construction Trailers

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

- 3. All references to trailers in this Section (V)(D) shall be as that term is defined in the City's Zoning Ordinance. All such trailers shall be maintained in a neat and orderly manner. The Developer shall maintain and repair any and all temporary facilities.

E. SIGNS

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

PARCEL ONE:

Part of the Northwest Quarter of Section 28, Township 38 North, Range 9 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of said Section 28; thence North 0 degrees 04 minutes 31 seconds East along the East line of said Northwest Quarter, a distance of 100.02 feet to the North Right-of-Way Line of a public road designated 75th Street, said point also being the Point of Beginning of the hereinafter described parcel of land; thence South 88 degrees 50 minutes 06 seconds West along said North Right-of-Way Line, a distance of 2208.48 feet; thence North 0 degrees 44 minutes 05 seconds East, a distance of 147.77 feet to a point on the Southerly Right-of-Way Line of a public road designated U.S. Route 34 (F.A.P. 311); thence North 66 degrees 40 minutes 17 seconds East along said Southerly Right-of-Way Line, a distance of 1162.51 feet; thence South 23 degrees 04 minutes 34 seconds East along said Southerly Right-of-Way Line, a distance of 5.00 feet; thence North 67 degrees 10 minutes 48 seconds East along said Southerly Right-of-Way Line, a distance of 1234.70 feet to a point on the East Line of said Northwest Quarter; thence South 0 degrees 04 minutes 31 seconds West along said East Line, a distance of 1037.49 feet to the Point of Beginning, containing 30.160 acres, more or less, subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Township of Naperville, the County of DuPage and the State of Illinois.

PARCEL TWO:

Part of the Southwest Quarter of Section 28, Township 38 North, Range 9 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northeast Corner of the Southwest Quarter of said Section 28; thence South 0 degrees 04 minutes 31 seconds West along the East Line of said Southwest Quarter, a distance of 100.02 feet to the South Right-of-Way Line of a public road designated 75th Street, said point also being the Point of Beginning of the hereinafter described parcel of land; thence continuing South 0 degrees 04 minutes 31 seconds West along said East Line, a distance of 2565.78 feet to the South Line of said Southwest Quarter; thence South 89 degrees 02 minutes 05 seconds West along said South Line, a distance of 2179.95 feet to the East Line of Fox Valley East Region - 2, Unit 26, Phase 2, as recorded in the Recorder's Office of DuPage County, Illinois; thence North 0 degrees 33 minutes 30 seconds West along said East Line of Meadow Lakes Unit 26, Phase 1 and the East Line of the Re-subdivision of Lots 2, 3 and 4 of said Meadow Lakes Unit 26, Phase 1, all as recorded in said DuPage County Recorder's Office, a distance of 2557.73 feet to the South Right-of-Way Line of said 75th Street; thence North 88 degrees 50 minutes 06 seconds East along said South Right-of-Way Line, a distance of 2208.39 feet to the Point of Beginning, containing 129.023 acres, more or less, subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Township of Naperville, the County of DuPage and the State of Illinois.

Excepting therefrom the following:

Part of the Southwest Quarter of Section 28, Township 38 North, Range 9, East of the Third Principal Meridian, bounded and described in two tracts, as follows:

TRACT ONE:

Commencing at the Northeast Corner of the Southwest Quarter of said Section 28; thence South 88 degrees 50 minutes 06 seconds West along the North line of said Southwest Quarter, a distance of 2209.50 feet; thence South 0 degrees 33 minutes 30 seconds East along the East Line of Meadow Lakes Unit 26, Phase 1, the East Line of the Re-Subdivision of Lots 2, 3 and 4 of said Meadow Lakes Unit 26, Phase 1, the East Line of Fox Valley East Region - 2, Unit 26, Phase 2, and the Northerly Projection thereof, all as recorded in said DuPage County Recorder's Office, a distance of 1086.41 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing South 0 degrees 33 minutes 30 seconds East along said East Line, a distance of 1177.15 feet; thence South 89 degrees 56 minutes 18 seconds East, a distance 216.62 feet to the beginning of a curve; thence Northeasterly along said line being curved to the left, having a radius of 380.00 feet, a central angle of 93 degrees 59 minutes 12 seconds, a chord bearing of North 43 degrees 04 minutes 06 seconds East, and an arc distance of 623.34 feet to the termination of said curve; thence North 3 degrees 55 minutes 30 seconds West, a distance of 100.00 feet to the beginning of a curve; thence Northerly along said line being curved to the right, having a radius of 1025.83 feet, a central angle of 19 degrees 41 minutes 03 seconds, a chord bearing of North 5 degrees 55 minutes 02 seconds East, and an arc distance of 352.42 feet to the termination of said curve; thence North 15 degrees 45 minutes 33 seconds East, a distance of 100.00 feet to the beginning of a curve; thence Northerly along a line being curved left, having a radius of 871.03 feet, a central angle of 10 degrees 59 minutes 41 seconds, a chord bearing of North 10 degrees 15 minutes 42 seconds East, and an arc distance of 167.15 feet to the termination of said curve; thence North 4 degrees 45 minutes 51 seconds East, a distance of 69.32 feet; thence South 89 degrees 26 minutes 30 seconds West, a distance of 699.60 feet to the Point of Beginning, containing 16.12 acres (702,187.2 square feet), more or less, subject to all easements, agreements, county codes, and/or ordinances of record, if any, all situated in the Township of Naperville, the County of DuPage and the State of Illinois.

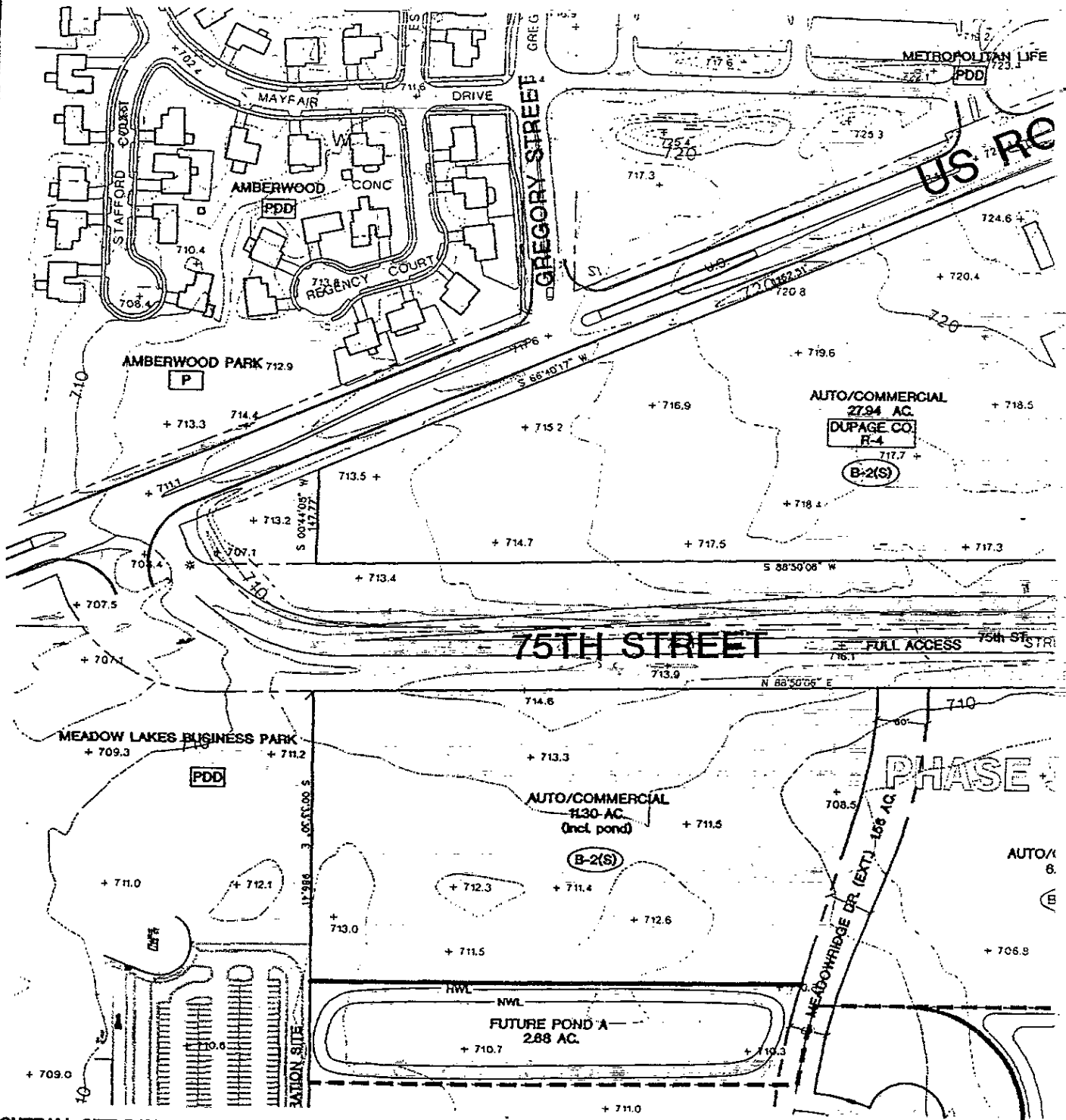
TRACT TWO:

Commencing at the Northeast Corner of the Southwest Quarter of said Section 28; thence South 88 degrees 50 minutes 06 seconds West along the North Line of said Southwest Quarter, a distance of 2209.50 feet; thence South 0 degrees 33 minutes 30 seconds East along the East Line of Meadow Lakes Unit 26, Phase 1, the East Line of the Re-Subdivision of Lots 2, 3 and 4 of said Meadow Lakes Unit 26, Phase 1, the East Line of Fox Valley East Region - 2, Unit 26, Phase 2, and the Northerly Projection thereof, all as recorded in the DuPage County Recorder's Office, a distance of 2263.62 feet to the Point of Beginning of the hereinafter described tract of land; thence South 89 degrees 56 minutes 18 seconds East, a distance of 216.62 feet to the beginning of a curve; thence Northeasterly along said line being curved to the left, having a radius of 380.00 feet, a central angle of 93 degrees 59 minutes 12 seconds, a chord bearing of North 43 degrees 04 minutes 06 seconds East, and an arc distance of 623.34 feet to the termination of said curve; thence North 3 degrees 55 minutes 30 seconds West, a distance of 100.00 feet to the beginning of a curve; thence Northerly along said line being curved to the

right, having a radius of 1025.83 feet, a central angle of 19 degrees 41 minutes 03 seconds, a chord bearing of North 5 degrees 55 minutes 02 seconds East, and an arc distance of 352.42 feet to the termination of said curve; thence North 15 degrees 45 minutes 33 seconds East, a distance of 100.00 feet to the beginning of a curve; thence Northerly along a line being curved left, having a radius of 871.03 feet, a central angle of 10 degrees 59 minutes 41 seconds, a chord bearing of North 10 degrees 15 minutes 42 seconds East, and an arc distance of 167.15 feet to the termination of said curve; thence North 4 degrees 45 minutes 51 seconds East, a distance of 69.32 feet; thence North 89 degrees 26 minutes 30 seconds East, a distance of 60.26 feet; thence South 4 degrees 45 minutes 51 seconds West, a distance of 74.91 feet to the beginning of a curve; thence Southerly along a line being curved to the right, having a radius of 931.03 feet, a central angle of 10 degrees 59 minutes 41 seconds, a chord bearing of South 10 degrees 15 minutes 42 seconds West, and an arc distance of 178.66 feet to the termination of said curve; thence South 15 degrees 45 minutes 33 seconds West, a distance of 100.00 feet to the beginning of a curve; thence Southerly along a line being curved to the left, having a radius of 965.83 feet, a central angle of 19 degrees 41 minutes 03 seconds, a chord bearing of South 5 degrees 55 minutes 02 seconds West, and an arc distance of 331.81 feet to the termination of said curve; thence South 3 degrees 55 minutes 30 seconds East, a distance of 100.00 feet to the beginning of a curve; thence Southwesterly along a line being curved to the right, having a radius of 440.00 feet, a central angle of 93 degrees 59 minutes 12 seconds, a chord bearing of South 43 degrees 04 minutes 06 seconds West, and an arc distance of 721.77 feet to the termination of said curve; thence North 89 degrees 56 minutes 18 seconds West, a distance of 215.98 feet to the East Line of Fox Valley East Region - 2, Unit 26, Phase 2, as recorded in the Recorder's Office of DuPage County, Illinois; thence North 0 degrees 33 minutes 30 seconds West along said East Line, a distance of 60.00 feet to the Point of Beginning, containing 2.309 acres (100,559.4 square feet), more or less, subject to all easements, agreements, county codes, and/or ordinances of record, if any, all situated in the Township of Naperville, the County of DuPage and the State of Illinois.

75TH STREET PROPERT

AURORA, ILLINOIS



OVERALL SITE DATA

LAND USE	AREA	D.U.A.	UNITS	%
COMMONS DRIVE EXT.	5.18 AC	---	---	---
AUTO/COMM. (NORTH)	27.94 AC	---	---	3
COMMERCIAL/OFFICE	4.80 AC	---	---	20
AUTO/COMM. (SOUTH)	7.37 AC	---	---	4
MEADOWRIDGE DRIVE EXT.	1.68 AC	---	---	1
MULTI-PLEX	33.11 AC	8.50	280	23
SINGLE FAMILY	44.51 AC	3.41	123	32
PARK	8.00 AC	---	---	3
TOTAL	140.55 AC	3.06	433	100%

S:\P\9635\96350037.dwg Fri Sep 11 15:31:54 1998 Plotted by LANNERT GROUP at Workstation #11

09.0

710

88

+ 711.0

EXISTING SCHOOL ADMINISTRATIVE

+ 712.7

+ 711.0

PARK
6.00 AC.
P

LOT 156

710

+ 707.0

FUTU

+ 711.7

+ 711.0

+ 712.2

+ 713.0

+ 712.8

+ 714.5

+ 712.9

+ 711.9

EXISTING SCHOOL SITE 714.9

+ 714.3

+ 711.6

+ 712.5

+ 713.5

+ 710.9

710

+ 711.0

+ 713.1

+ 708.1

+ 707.1

MEADOW LAKES
UNIT 26 - PHASE I
DOC. NO. 708-0176
REC. JUNE 18, 1968

703.0

PDD

705.7

+ 705.8

+ 705.3

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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 to Plan Description

LANDSCAPING

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

APPLICABILITY

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

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

PLAN APPROVAL

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

LANDSCAPE PROVISIONS

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

- (1) Canopy Equivalent - One canopy tree equivalent equals one canopy or street tree, or three

understory, decorative or evergreen trees, or twenty shrubs. The minimum size of plant materials at time of planting is:

Canopy tree at 2 1/2" caliper.

Evergreen tree at 6' height, or Understory tree at 2-1/2" caliper, or Multi-stemmed tree at 8' height.

Deciduous or Evergreen Shrubs at 2'6" height.

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

(2) The following requirements apply to Multiplex and Commercial parcels:

- (A) Stormwater Requirements. For lake facilities, provide three canopy tree equivalents per each 100 feet of high water line. For detention facilities, provide five equivalents per 100 feet of high water line. Design facilities as visual amenities, with gradual slopes and/or decorative walls, and high quality design.
- (B) Parking Area Screening Requirements. Screen parking areas within 50 feet of public rights-of-way with compact hedging, berming, decorative fencing, decorative masonry, or a combination, to three feet high.
- (C) Parking Area Internal Requirements. Within parking lots, add trees and shrubs to islands which organize traffic flow.
- (D) Miscellaneous Screening Requirements. Screen dumpsters, trash areas, HVAC and utility facilities with plant material, decorative fencing, decorative masonry, building structural extensions, or a combination, to 100 percent opacity.
- (E) Foundation Planting Requirements. Submit foundation planting plans.
- (F) 1) Perimeter Yard Tree Requirements. Provide three canopy tree equivalents per 100 feet of lot perimeter; and
2) Buffer Yard Requirements. Enhance the boundaries between these uses and commercial, industrial or other residential uses with planting material that provides an aesthetic screening treatment.

(3) The following requirements apply to Multiplex parcel only:

- (A) Dwelling Unit Requirements. Provide one (1.2) canopy tree equivalents per dwelling unit on private property.
- (B) Street Tree Requirements. Provide canopy trees 3 per each 100 feet in the parkway on each side of each public street, along the development perimeter and

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

- (C) Development Screening Requirements. Screen development perimeters from arterial roadways to a height of four to six feet, with berming, landscaping, and/or decorative fencing and walls, or a combination.

(5) The following requirements apply to commercial parcels only:

- (A) Street Tree Requirements. Provide three canopy trees per 100 feet of lot perimeter, which may be clustered.
- (B) Side Yard Requirements. Enhance the boundaries between these uses and other commercial or industrial uses with plantings. Provide an aesthetic screening treatment between these uses and residential uses.

(6) The following requirements apply to Residential-Single Family parcels:

- (A) Stormwater Requirements. For lake facilities, provide three canopy tree equivalents per each 100 feet of high water line. For detention facilities, provide five equivalents per 100 feet of high water line. Design facilities as visual amenities, with gradual slopes and/or decorative walls, and high quality design.
- (B) Street Tree Requirements. Provide canopy trees 3 per each 100 feet in the parkway on each side of each public street, along the development perimeter and inside the development. If not possible to locate these trees in the parkway, place them next to the parkway.
- (C) Neighborhood Border Requirements. Between Lots 100 through 107 and 126, and the Commons Drive right-of-way, separate landscape lots shall be created for the purpose of buffering these lots from the future traffic on Commons Drive. That border lot adjacent to Lots 100 through 107, shall be a minimum of 15 feet wide, and that border lot adjacent to Lot 126 shall be a minimum of 13 feet wide. These border lots shall be owned and maintained by the association. These lots shall include berming if feasible. These lots shall be planted with 4.3 canopy equivalents per each 100 feet, which shall be in addition to the street tree requirements of Commons Drive.
- (D) Dwelling Unit Requirements. One canopy tree shall be planted for each interior lot, and two trees for each corner lot. Said trees shall be planted in the required exterior yards.

Attachment E to Plan Description

DESIGN AND CONSTRUCTION STANDARDS FOR LAKES
BLUE/GREEN DETENTION AREAS

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

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

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

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

10. Protection against erosion and water level fluctuations is required. Bank stabilization may be provided through the following means:
 - a. Complete establishment of perennial ground cover and water tolerant grasses.
 - b. Construction of retaining walls.
 - c. Use of rip-rap underlaid by gravel placed in the zone to be exposed during seasonal water fluctuations. Minimum zone to be covered is three (3) feet above normal water level and ten (10) feet below the normal water level.
11. The developer agrees to guarantee any private lake to be free from defects for a period of one (1) year from date of City inspection and approval. If defects are found or occur, the Developer will guarantee to correct any and all defects within the one year period at no cost. Defects include, but are not limited to, bank erosion, sedimentation, and water holding capabilities.
12. Mechanical aeration is required on all lakes under three acres of surface area at normal water level.

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

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

8. Fine grading and seeding shall be in conformance with City specifications.
9. Drainage pipes under roadway will not need to be grated.
10. Low flow perforated pipes wrapped with fabric and open graded stone shall be used for blue-green areas.
11. The Developer agrees to guarantee any private blue/green detention facility to be free from defects for a period of one (1) year from the date of City inspection and approval. If defects are found to occur, the Developer will guarantee to correct any and all defects within the one year period. Defects include, but are not limited to, erosion, sedimentation and water detention capabilities.
12. Any further requirements of the Aurora Storm Water Control Ordinance not specifically addressed in the above criteria shall also govern the development of the blue/green detention areas.

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

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

Attachment F to Plan Description
Special Sign District Regulations

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

A. Signs Permitted

1. Temporary - Development Identification
 - a. Area: 300 sq. ft. each side, each sign
 - b. Height: 20' max.
 - c. Construction: Wood, may be illuminated, no flashing lights or strobes.
 - d. Quantity: 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 a home located on any said lot.

2. Permanent - Development Identification
 - a. Area: 50 sq. ft. each
 - b. Height: 8' max.
 - c. Construction: Any combination of wood, masonry, concrete and landscaping with illumination
 - d. Quantity: 8 on the Subject Property

3. Temporary and Permanent Directional Signage
 - a. Developer shall submit for approval a proposed sign package identifying size, type and location of temporary and permanent directional signs within the Subject Property.

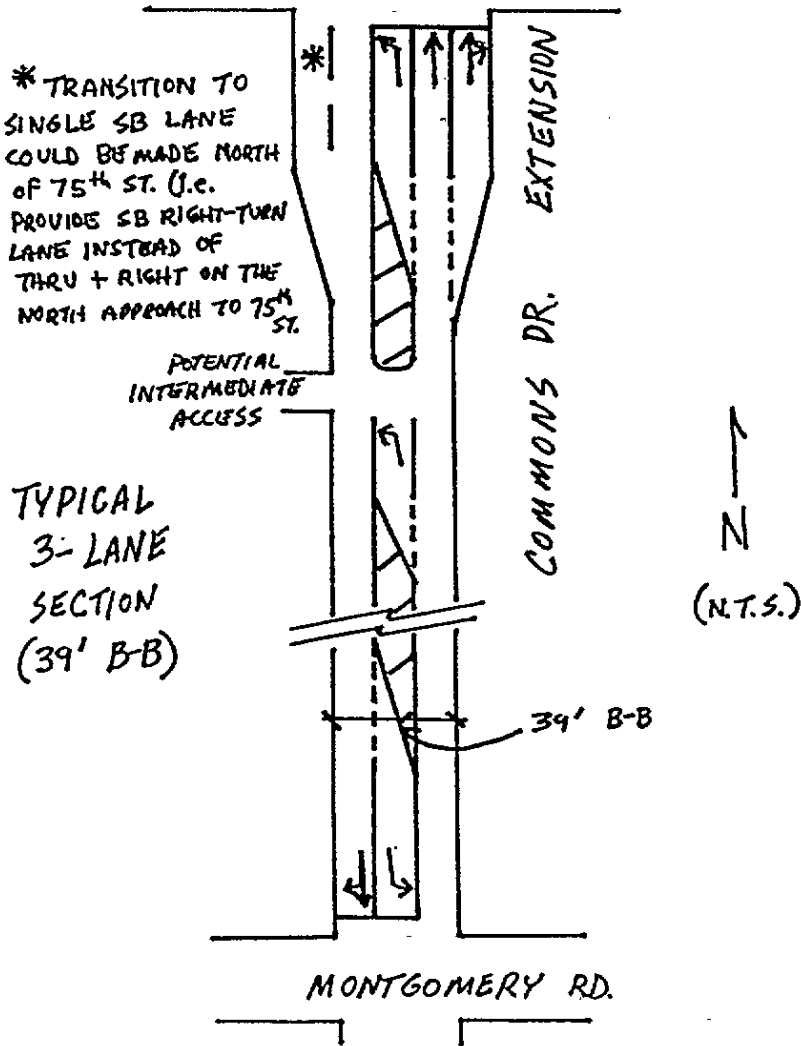
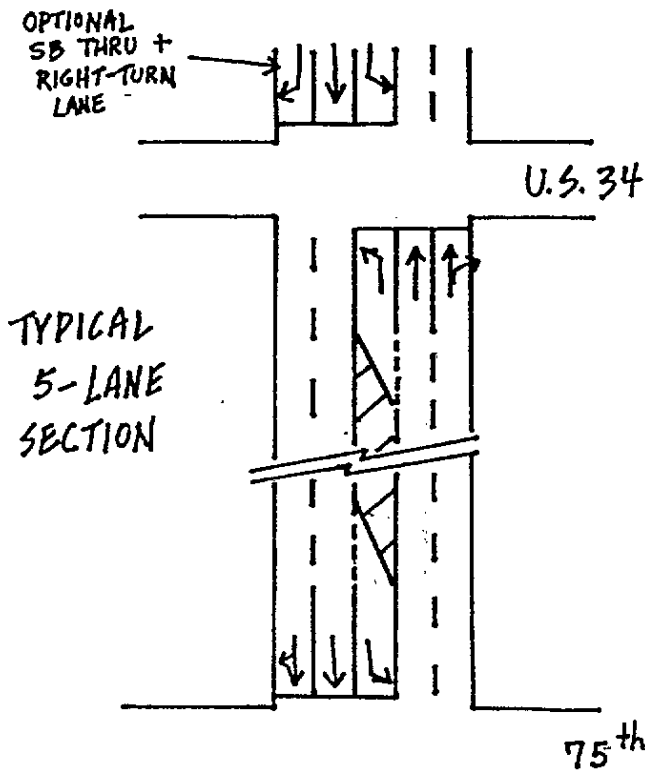
4. Models and Sales Trailers Signs
 - a. Development identification and direction signage may be permitted on subject trailers.

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 sales signs shall not be illuminated between the hours of 10:00 p.m. and 5:00 a.m.

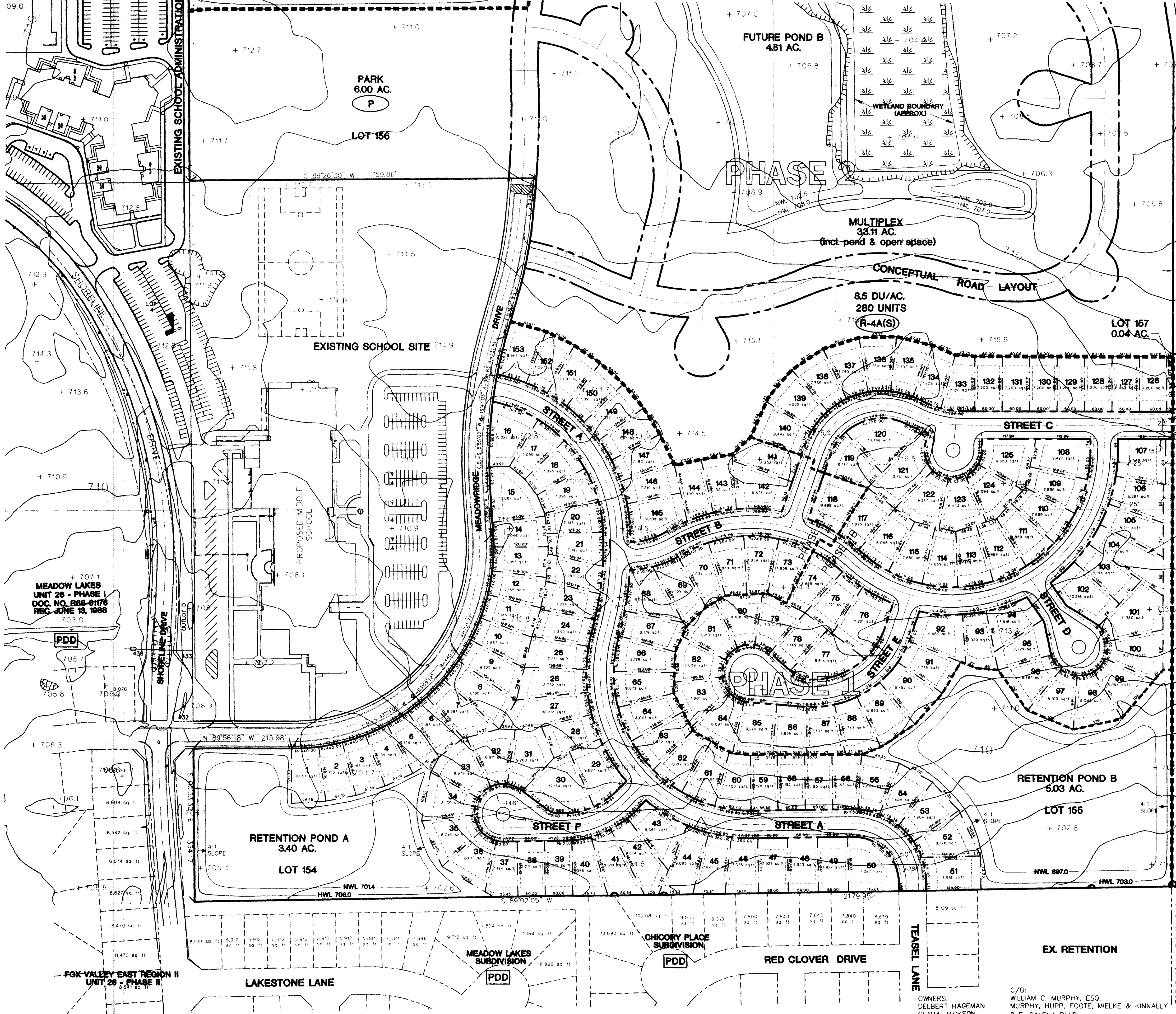
3. No off-premise advertising signs shall be permitted with the Commercial Parcel.



RECOMMENDED CROSS-SECTION FOR COMMONS DRIVE EXTENSION

CEMCON 9/18/98

645.004



File Item No. 27
 Case File Number
NA283-98.123-PA
Final Plan SP-2

BRACH PROPERTY
 DUPAGE CO.
 R-2
 AGRICULTURE

SEP - 3 1998
 CITY OF AURORA
 PLANNING DIVISION

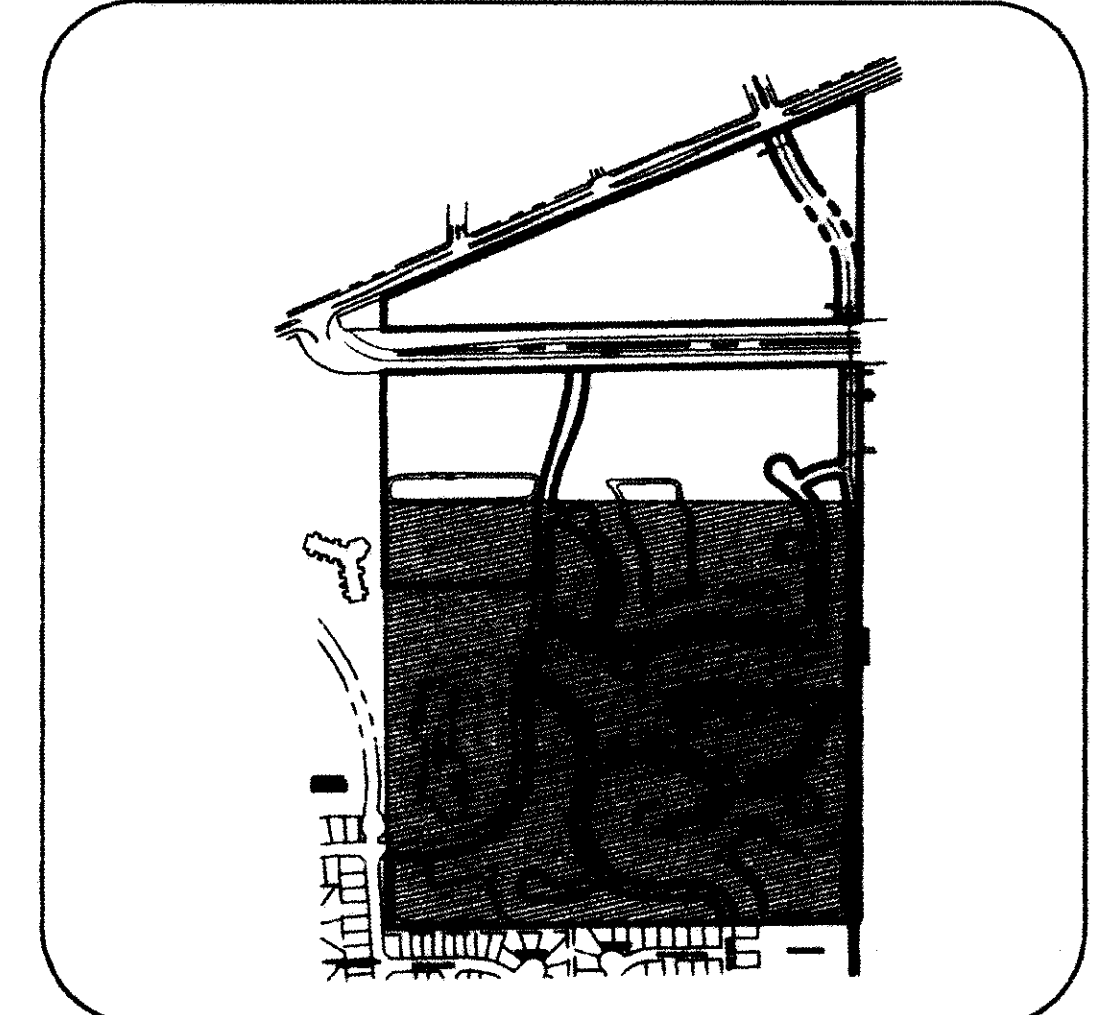
APPROVED
 DOCUMENT

SINGLE FAMILY PARCEL - SITE DATA
 TOTAL SITE 44.81 ACRES
 SINGLE FAMILY LOTS 28.66 ACRES
 RETENTION PARCELS 8.47 ACRES
 RIGHT-OF-WAY 7.68 ACRES
 NUMBER OF LOTS 153
 AVERAGE LOT SIZE 8,166 Sq. Ft.
 MINIMUM LOT SIZE 7,046 Sq. Ft.
 MAXIMUM LOT SIZE 12,174 Sq. Ft.
 GROSS SITE DENSITY 3.41 DU/AC.

ZONING INFORMATION
 EXISTING ZONING: R-2 (COUNTY)
 PROPOSED ZONING: R-1(S)
SETBACKS
 FRONT YARD: 25'
 SIDE YARD: 6'
 CORNER SIDE YARD: 15'
 REAR YARD: 20'
LOT DATA
 MINIMUM LOT AREA: 7,000 SF.
 TYPICAL LOT DIMENSIONS: 120' X 60'
 MINIMUM LOT WIDTH: 52' • SETBACK
 TYPICAL CORNER LOT WIDTH: 77'

SINGLE FAMILY
 36.34 AC.
 153 UNITS
 R-1(S)

LINE	LINE TABLE	BEARING	447	22.89	87254.267
1	1.50	S52°22'00"	144	24.02	88024.117
2	1.50	S52°22'00"	145	24.02	88024.117
3	1.50	S52°22'00"	146	24.02	88024.117
4	1.50	S52°22'00"	147	24.02	88024.117
5	1.50	S52°22'00"	148	24.02	88024.117
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7	1.50	S52°22'00"	150	24.02	88024.117
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18	1.50	S52°22'00"	161	24.02	88024.117
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157	1.50	S52°22'00"	300	24.02	88024.117



JOB NO. 9635
 COMPLETED 8/26/98
 REVISIONS: 9/2/98
 DWG NO. 96350035
 DRAWN BY: ATD

ocean atlantic
 OWNER / DEVELOPER
 1800 DIAGONAL ROAD, SUITE 425
 ALEXANDRIA, VIRGINIA 22314
 703-299-6060
 (FAX) 703-299-6199

Lannert Group
 Landscape Architecture • Planning • Community Consulting
 (630)377-6900
 Fax (630)377-7131
 http://www.lannert.com
 tig@lannert.com

Lannert Group
 Landscape Architecture • Planning • Community Consulting
 311 North 2nd Street
 Suite 300
 St. Charles, Illinois 60174

PRELIMINARY PLAN
 SCALE IN FEET
 0 50 100 200 300
 NORTH

SHEET NUMBER
SP-2

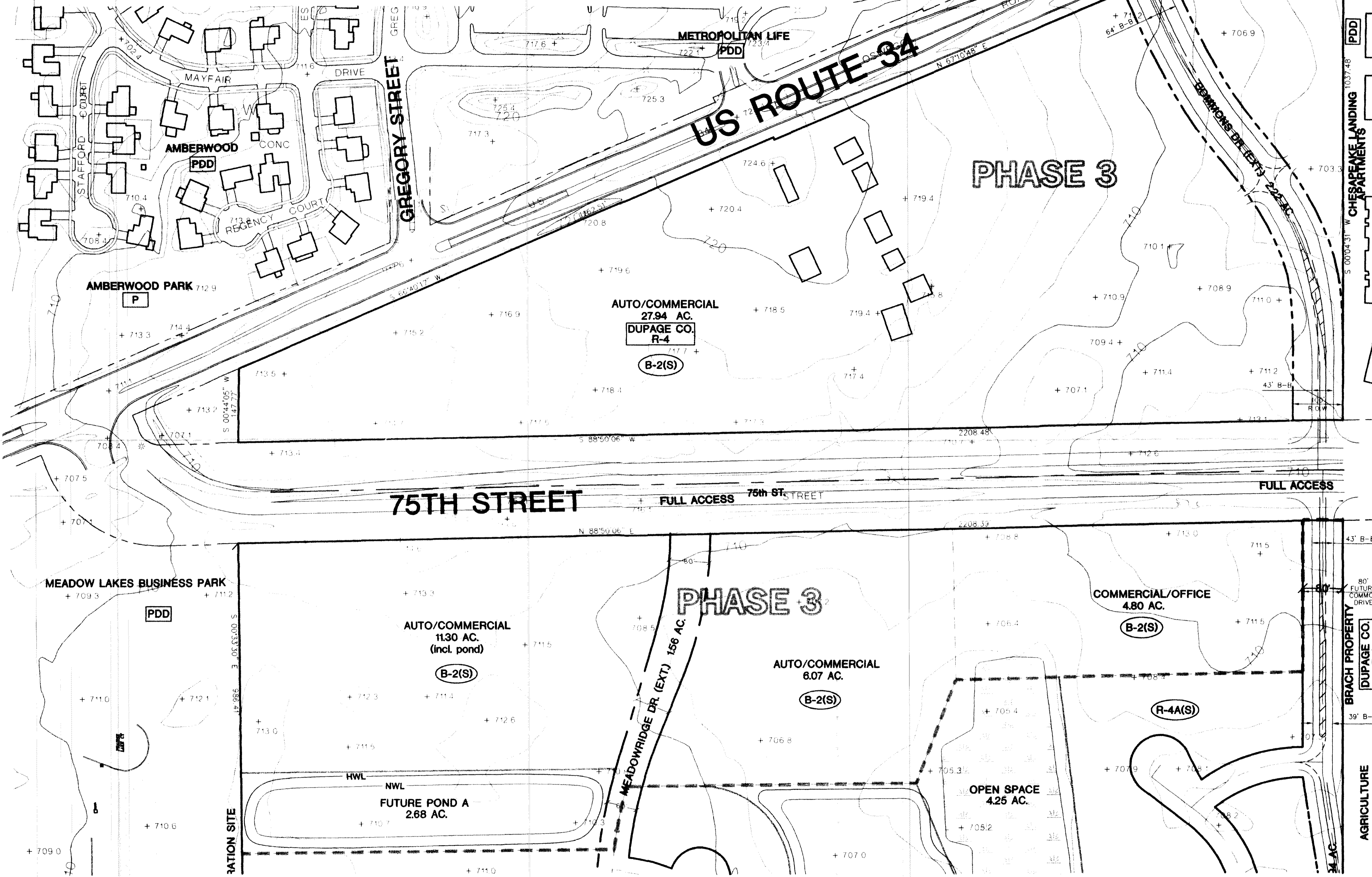
OWNERS:
 DELBERT HAGEMAN
 CLARA JACKSON
 DOROTHY STAFFELDT
 BERNICE YEATER
 C/O:
 WILLIAM C. MURPHY, ESQ.
 MURPHY, HUPP, FOOTE, MIELKE & KINNALLY
 8 E. GALENA BLVD.
 P.O. BOX 5030
 AURORA, IL 60527

TOPOGRAPHY PROVIDED BY
 DUPAGE COUNTY
 BOUNDARY SURVEY PROVIDED BY
 SURVEY-TECH, DATED 5/30/96

S:\P\9635\96350035.dwg Thu Sep 03 11:36:21 1998 PLOTTED BY LANNERT GROUP AT WORKSTATION #3

75TH STREET PROPERTY

AURORA, ILLINOIS



**SPECIAL USE
PLANNED DEVELOPMENT**

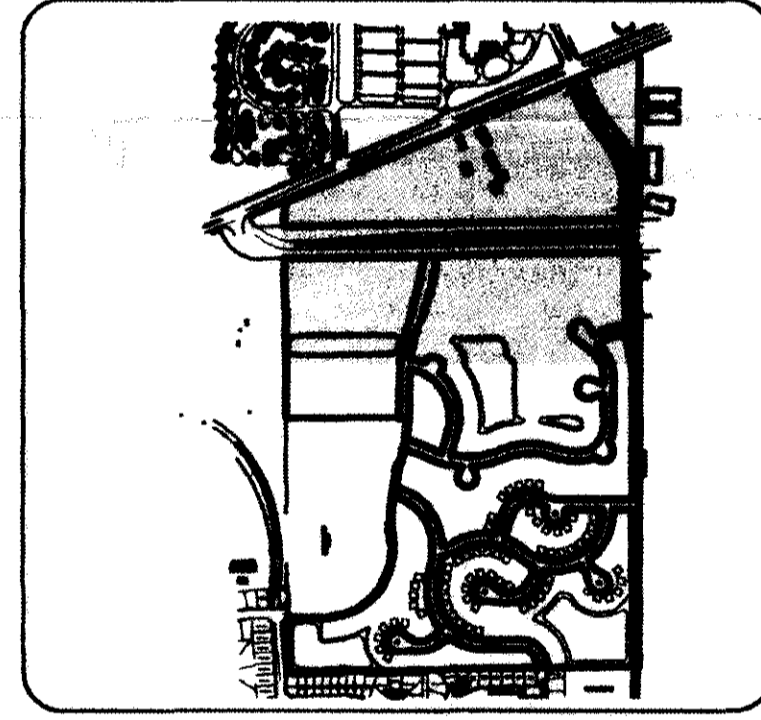
ZONING KEY

- R-4** EXISTING ZONING
- B-2(S)** PROPOSED ZONING

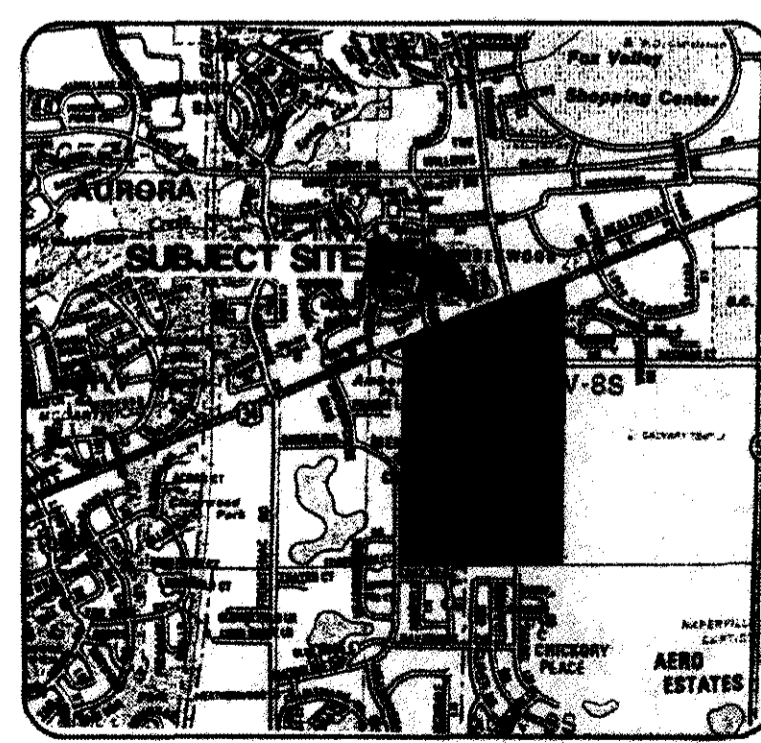
File Item No. **26**
Case File Number
NA28/3-98.123-PA

Final Plan **SP-1**

**APPROVED
DOCUMENT**



KEY MAP



LOCATION MAP

OVERALL SITE DATA

LAND USE	AREA	D.U.A.	UNITS	%
COMMONS DRIVE EXT.	5.16 AC	---	---	3
AUTO/COMM. (NORTH)	27.94 AC	---	---	20
COMMERCIAL/OFFICE	4.80 AC	---	---	4
AUTO/COMM. (SOUTH)	17.37 AC	---	---	14
MEADOWRIDGE DRIVE EXT.	1.56 AC	---	---	1
MULTI-FLEX	33.11 AC	8.50	280	23
SINGLE FAMILY	44.81 AC	3.41	163	32
PARK	9.00 AC	---	---	3
TOTAL	140.76 AC	3.08	433	100%

OWNERS:
DELBERT HAGEMAN
CLARA JACKSON
DOROTHY STAFFELDT
BERNICE YEATER

C/O:
WILLIAM C. MURPHY, ESQ.
MURPHY, HUPP, FOOTE, MIELKE & KINNALLY
8 E. GALENA BLVD.
P.O. BOX 5030
AURORA, IL 60507

TOPOGRAPHY PROVIDED BY
DUPAGE COUNTY
BOUNDARY SURVEY PROVIDED BY
SURVEY-TECH, DATED 5/30/96

JOB NO.: **9836**
COMPLETED: **8/26/98**
REVISIONS: **9/2/98**
DWG. NO.: **98350037**
DRAWN BY: **ATD**

ocean atlantic
OWNER / DEVELOPER
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VIRGINIA 22314
730-299-6060
(FAX) 730-299-6199

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311 North 2nd Street
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PRELIMINARY PLAN

SCALE IN FEET
0 50 100 200 300
NORTH

SHEET NUMBER
SP-1

FIRST AMENDMENT TO ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT (this “**Amendment**”), dated as of this _____ day of _____, 2019 (the “**Effective Date**”), by and between **the CITY OF AURORA, an Illinois municipal corporation (the City)**, and **[HARRIS BANK NAPERVILLE, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1978, and known as TRUST NO. 3316] (the “Owner” or “Owners”)** and **[OCEAN ATLANTIC WOODLAND CORP., a Virginia corporation] (the “Developer”)**, recites and provides:

RECITALS

WHEREAS, the City, the Owner and the Developer previously entered into that certain Annexation Agreement for Ocean Atlantic- Hageman Farm, dated September 22, 1998 and recorded as Document No. [_____] in the office of the DuPage County Recorder of Deeds (the “Annexation Agreement”); and

WHEREAS, the City, the Owner and the Developer now desire to amend the Annexation Agreement as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Annexation Agreement. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Commons Drive Extension. Section E(2)(a) of the Annexation Agreement shall be replaced in its entirety with the following:

The portion of Commons Drive between U.S. route 34 and 75th Street (hereinafter, “Segment A”) shall be designed, constructed, and paid for in accordance with the terms of that certain Redevelopment Agreement entered into by and between the City of Aurora, an Illinois municipal corporation and Aurora Town Center Associates, L.L.C., an Ohio limited liability company, dated [_____] __, 2019] and recorded as Document No. [_____] in the office of the DuPage County Recorder of Deeds (the

“Redevelopment Agreement”), a copy of which is attached hereto and incorporated herein as **Exhibit A**.

3. **Duration**. Section B(1) is amended by deleting said section in its entirety and, in lieu thereof, inserting the following:

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 until September 22, 2038 unless changed in accordance with law.

4. **Redevelopment Project Area**. Development of the real property depicted on **Exhibit B** to this Amendment and legally described on **Exhibit C to this Amendment** (the “Redevelopment Project Area”) shall be developed in accordance with the Redevelopment Agreement. Sections E(3), E(7), and E(13) of the Annexation Agreement, and Sections III, IV(A), IV(B), IV(C), IV(E), and V of Attachment C to the Annexation Agreement shall not be applicable to the Redevelopment Project Area. Notwithstanding anything to the contrary herein, if any portion of the Redevelopment Agreement and the Annexation Agreement conflict, the terms and conditions of the Redevelopment Agreement shall control.

5. **Notices**. All notices under the Annexation Agreement shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Owner: William C. Murphy, Esq.
Murphy, Hupp, Foote, Mielke & Kinally
8 E. Galena Boulevard
P.O. Box 5030
Aurora, Illinois 60507

If to Developer: Ocean Atlantic Woodland Corporation
1800 Diagonal Road, Suite 425
Alexandria, Virginia 22314
Attention: Michael Ferraguto

With a copy to: John F. Philipchuck
Dommermuth, Brestal, Cobine & West, Ltd.
111 West Downer Place, Suite 300
Aurora, Illinois 60506

If to City: Richard J. Veenstra, Esq.
Corporation Counsel
City of Aurora, Illinois
44 East Downer Place
Aurora, Illinois 60507

With a copy to: David Dibo

Executive Director, Economic Development
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

and

Martin S. Lyons
Chief Financial Officer
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

and

Del Galdo Law Group, LLC
Attn: James Vasselli, Esq.
1441 South Harlem Ave.
Berwyn, Illinois 60402

6. Representations of Owner. Owner warrants and represents that: (i) it is the owner in fee simple of the Property; and (ii) it has the full authorization and authority to execute this Amendment.

7. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment bearing an original signature by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

8. Acknowledgement by Future Developer of the Property. Aurora Town Center Associates, L.L.C., an Ohio limited liability company (the “Future Developer”), an entity under common control with CDI Development Services L.L.C., an Ohio limited liability company (the “Contract Purchaser”), has acknowledged this Amendment in the acknowledgment attached to this Amendment as **Exhibit D**.

9. Ratification. Except as amended and modified herein, the Annexation Agreement is ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Annexation Agreement and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Annexation Agreement.

[The remainder of this page is intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

CITY:

CITY OF AURORA

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2019, before me a Notary Public within and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the City of Aurora; that said instrument was signed on behalf of said company with due authority and consent; and the undersigned acknowledged the execution of said instrument to be the voluntary act and deed of himself and said company.

Notary Public

My Commission expires:

OWNER:

[HARRIS BANK NAPERVILLE, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 10, 1978, and known as TRUST NO. 3316]

By: _____

Name:

Title:

STATE OF ILLINOIS)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2019, before me a Notary Public within and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of [Harris Bank Naperville, As Trustee Under Trust Agreement Dated August 10, 1978, and known as Trust No. 3316]; that said instrument was signed on behalf of said company with due authority and consent; and the undersigned acknowledged the execution of said instrument to be the voluntary act and deed of himself and said company.

Notary Public

My Commission expires:

DEVELOPER:

[OCEAN ATLANTIC WOODLAND CORPORATION]

By: _____

Name:

Title:

STATE OF ILLINOIS)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2019, before me a Notary Public within and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of [Ocean Atlantic Woodland Corporation]; that said instrument was signed on behalf of said company with due authority and consent; and the undersigned acknowledged the execution of said instrument to be the voluntary act and deed of himself and said company.

Notary Public

My Commission expires:

EXHIBIT A
REDEVELOPMENT AGREEMENT

EXHIBIT B
DEPICTION

EXHIBIT C
REDEVELOPMENT PROJECT AREA

EXHIBIT D

ACKNOWLEDGMENT OF AURORA TOWN CENTER ASSOCIATES, L.L.C.

I, [_____] , after being duly sworn upon oath, state that I am the [_____] of Aurora Town Center Associates, L.L.C., an Ohio limited liability company (the “*Future Developer*”) an entity under common control with CDI Development Services, L.L.C, an Ohio limited liability company (“*CDI*”), and hereby acknowledge and agree as follows:

1. As of the date of this Acknowledgment, CDI is the contract purchaser of the property legally described on **EXHIBIT 1** attached to this Acknowledgment (the “*Property*”).

2. The Property is encumbered by that certain Annexation Agreement for Ocean Atlantic-Hageman Farm, dated September 22, 1998 and recorded as Document No. [_____] in office of the DuPage County Recorder of Deeds (the “Annexation Agreement”).

3. Pursuant to the Annexation Agreement, the Owner and Developer of the Property are responsible for a majority of the costs associated with the extension of Commons Drive.

4. Pursuant to the terms of that certain Redevelopment Agreement entered into by and between the City of Aurora, an Illinois municipal corporation and the Future Developer, dated [_____, 2019] and recorded as Document No. [_____] in the office of the DuPage County Recorder of Deeds (the “Redevelopment Agreement”), the Annexation Agreement shall be amended prior to CDI purchasing and Future Developer developing the Property (the “Amendment”)

5. Pursuant to the terms of the amendment, the extension of Commons Drive will be completed in accordance with the terms of the Redevelopment Agreement and the term of the Annexation Agreement will be extended for an additional twenty (20) years.

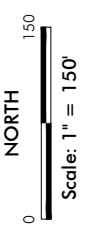
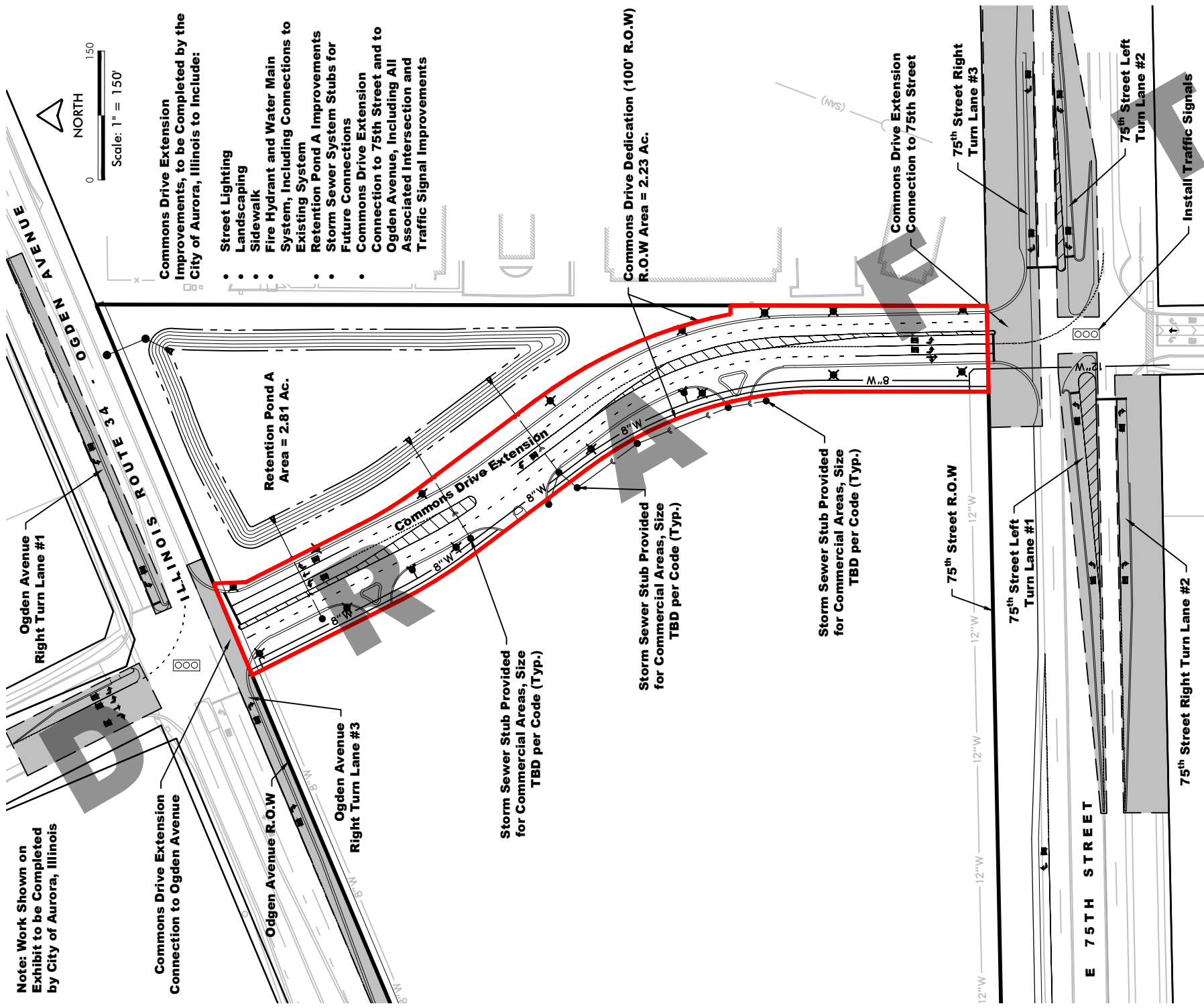
6. Notices. All notices to Future Developer under the Annexation Agreement shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

AURORA TOWN CENTER ASSOCIATES, L.L.C.
1765 Merriman Road
Akron, OH 44313
Attn: Chief Legal Officer

After June 1, 2019: AURORA TOWN CENTER ASSOCIATES, L.L.C.
3200 West Market Street, Suite 200
Fairlawn, OH 44333
Attention: Chief Legal Officer

[SIGNATURE PAGE FOLLOWS]

Note: Work Shown on Exhibit to be Completed by City of Aurora, Illinois



Commons Drive Extension Improvements, to be Completed by the City of Aurora, Illinois to Include:

- Street Lighting
- Landscaping
- Sidewalk
- Fire Hydrant and Water Main System, Including Connections to Existing System
- Retention Pond A Improvements
- Storm Sewer System Stubs for Future Connections
- Commons Drive Extension Connection to 75th Street and to Ogdgen Avenue, Including All Associated Intersection and Traffic Signal Improvements

Retention Pond A
Area = 2.81 AC.

Commons Drive Dedication (100' R.O.W)
R.O.W Area = 2.23 AC.

Storm Sewer Stub Provided for Commercial Areas, Size TBD per Code (Typ.)

Storm Sewer Stub Provided for Commercial Areas, Size TBD per Code (Typ.)

Storm Sewer Stub Provided for Commercial Areas, Size TBD per Code (Typ.)

Commons Drive Extension Connection to 75th Street

75th Street R.O.W

75th Street Left Turn Lane #1

75th Street Right Turn Lane #3

75th Street Left Turn Lane #2

75th Street Right Turn Lane #2

Install Traffic Signals

Exhibit E: COMMONS DRIVE EXTENSION

ODGEN AVENUE & 75TH STREET
CITY OF AURORA, DUPAGE COUNTY, ILLINOIS

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-0003152 www.HaegerEngineering.com

Project Manager: LAK
Engineer: JDT
Date: 2019-01-17
Project No. 17-131
Sheet 1 / 1

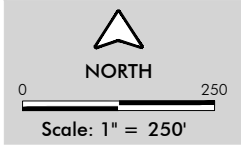
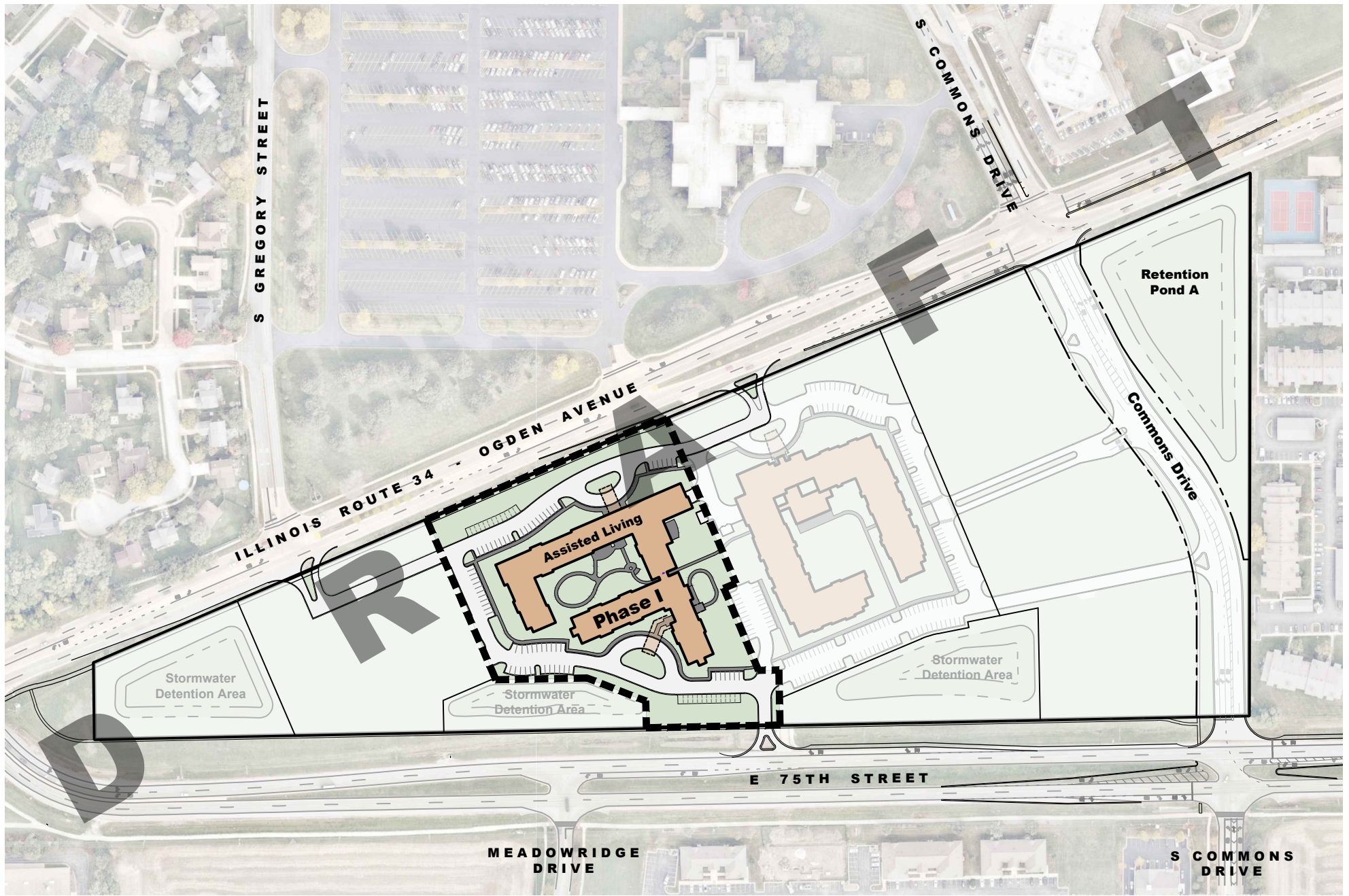


Exhibit F: PHASE I

OGDEN AVENUE & 75TH STREET
 CITY OF AURORA, DuPAGE COUNTY, ILLINOIS

HAEGER ENGINEERING
 consulting engineers • land surveyors
 100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
 Illinois Professional Design Firm License No. 184-003152 www.HaegerEngineering.com

Project Manager: LAK
 Engineer: JDT
 Date: 2019-01-17
 Project No. 17-131
 Sheet 1/1

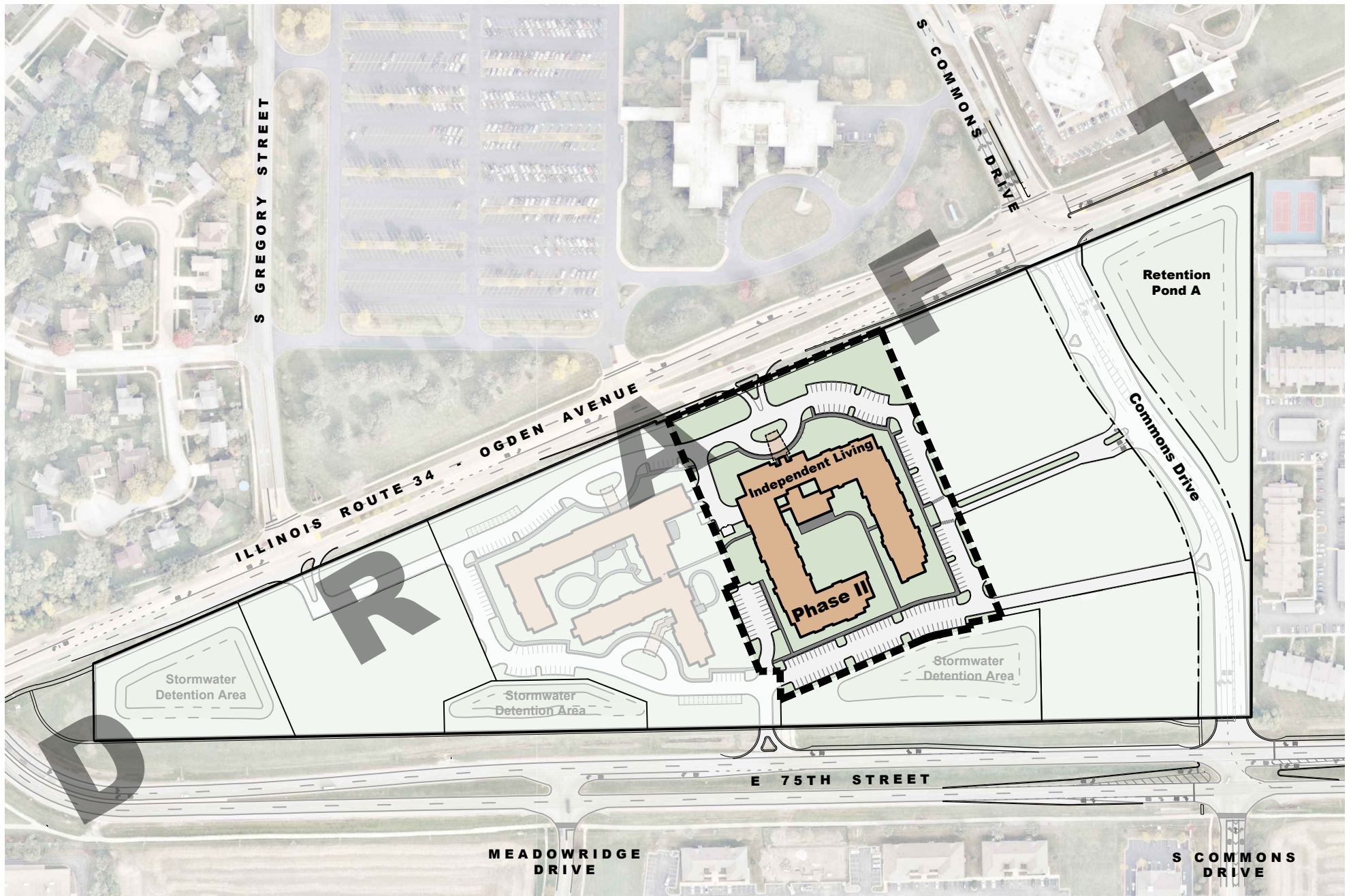



Exhibit G: PHASE II

OGDEN AVENUE & 75TH STREET
 CITY OF AURORA, DuPAGE COUNTY, ILLINOIS

HAEGER ENGINEERING
 consulting engineers • land surveyors
 100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
 Illinois Professional Design Firm License No. 184-003152 www.HaegerEngineering.com

Project Manager: LAK
 Engineer: JDT
 Date: 2019-01-17
 Project No. 17-131
 Sheet 1/1


 NORTH
 0 250
 Scale: 1" = 250'

**EXHIBIT H
Project Timeline**

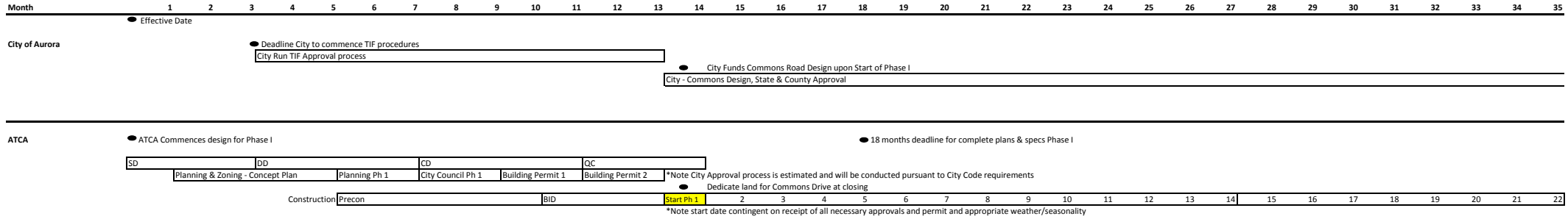


EXHIBIT H Project Timeline

Month 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75

City of Aurora

City Bid Public Roadway

- City Closes on Roadway Financing concurrent with closing of Phase II
- At ATCA start of construction Phase II - City Commences Construction of Commons Drive Extension

ATCA

Commissioning

PHASE II

Final Engineering

Planning & Zoning

Planning Ph 2

City Council Ph 2

Building Permit 1

Building Permit 2

*Note City Approval process is estimated and will be conducted pursuant to City Code requirements

Construction

Pre Con

Bid

Start PH 2

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

*Note start date contingent on receipt of all necessary approvals and permit and appropriate weather/seasonality

Commissioning