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EXHIBIT "A"

**ANNEXATION AGREEMENT FOR 1449 SENIOR ESTATES PHASE 2
LOCATED ON JERICHO ROAD BETWEEN JERICHO CIRCLE AND ATHENA ROAD
CONSISTING OF 13.7 ACRES**

This ANNEXATION AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this ____ day of _____, _____ by and between the CITY OF AURORA, ILLINOIS, a municipal corporation, ("CITY"), PHILLIP COCOMISE ("OWNER"), **NORTHERN LIGHTS DEVELOPMENT CORPORATION**, ("CONTRACT PURCHASER") and AHDVS Developers ("DEVELOPER"). The City, the Owner, the Contract Purchaser and Developer are referred to as "Party" or "Parties."

WITNESSETH:

1. The Owner is the record title holder of the subject property (the "Owner") consisting of approximately **13.7** acres legally described in Attachment "A" attached hereto (the "Subject Property").
2. The Owner has attached hereto as Attachment "B" a disclosure of the beneficial owners of any land trust holding title to all or a portion of the Subject Property, if any, or a statement indicating that there are none.
3. The Parties to this Agreement desire that the Subject Property be annexed to the City with the benefits of the Subject Property being as follows:
 - a. Full development potential of the Subject Property;
 - b. Establishment of high quality development standards that will elevate, support and stabilize property values for the proposed land uses;
 - c. Provision of a water supply system that has been engineered to supply water services to the Subject Property;
 - d. Provision of a sanitary sewer system that has been engineered to supply services to the Subject Property through the Fox Metro Water Reclamation District's facilities, or the City's facilities;
 - e. Provision of police protection by the City's fully trained, staffed and equipped Police Department;
 - f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department; and,
 - g. Favorable insurance rates due to the City's Fire Department having a Class 3 rating.
4. The Subject Property is contiguous to the city limits of the City of Aurora, Illinois, and is not within the corporate limits of any other municipality and complies with the City's Boundary Agreement with the Village of Montgomery.
5. This Agreement is made pursuant to Section 11-15.1-1 and Section 7-1-1 of the Illinois Municipal Code.
6. All notices, publications, public hearings, and all other matters attendant to said Agreement as required by State statute and the ordinances, regulations, and procedures of the City have been met prior to the execution by the Parties to this Agreement.

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

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SECTION A. Duration, Applicability and Owner/Contract Purchaser/Developer Responsibility

1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. As used in this Agreement to describe the respective rights, duties, and obligations of the Parties, the term "Owner" includes any and all successors in interest, including contract purchasers, and their respective heirs, executors, administrators, successors, assignees, lessees, as well as any persons or entities acting on behalf of the Owner to develop or market the Subject Property and upon any successor municipalities for a period of **Fifteen (15)** years from the date of execution hereof, unless changed in accordance with the law.
2. Owner agrees to comply with all the requirements of the Plan Description set forth in Attachment "C", and to the extent that there is a conflict between the terms of this Annexation Agreement and the Plan Description, the terms of the Plan Description shall control.
3. It is understood and agreed by the Parties hereto that, in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement, all the obligations and responsibilities of the Owner, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Owner shall be released from all obligations which relate to that portion of the Subject Property as may have been sold or conveyed.
4. Owner agrees to record a copy of the city ordinance providing for the execution of this Agreement and an executed copy of this Agreement with the appropriate County Recorder within sixty (60) days of the approval of said ordinance.
5. Owner agrees to file with the City Clerk a properly executed Annexation Petition pursuant to this Agreement covering the properties described in Attachment "A" not later than ninety (90) days after the execution of this Agreement.
6. Owner agrees to petition and diligently pursue the Fox Valley Park District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
7. Owner agrees to petition and diligently pursue the Aurora Public Library District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
8. Owner agrees to petition and diligently pursue the Fox Metro Water Reclamation District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
9. Owner agrees to petition and diligently pursue the appropriate U.S. Post Office for an "Aurora" mailing address on the Subject Property of this Agreement, within ninety (90) days of annexation to the City.
10. Owner agrees to dedicate right-of-way for existing roadways on, through or adjacent to the Subject Property, at the time of petition for Annexation of the Subject Property as specified herein.
11. Contract Purchaser/Developer agrees that all existing structures on the Subject Property shall be razed and removed within one (1) year after the first Final Plan and/or Plat approval for any portion of the Subject Property.
12. Contract Purchaser/Developer agrees to connect to the public sanitary sewer system and shall pay charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.
13. Contract Purchaser/Developer agrees that one hundred percent (100%) of the public improvements' costs required to serve the development to be constructed on the Subject Property

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shall be the Developer's responsibility.

14. Contract Purchaser/Developer agrees that the cost of public improvements described in Section D as the "Developer's Responsibility" shall be constructed at one hundred (100) percent the Developer's cost
15. Owner/Contract Purchaser/Developer agrees to cooperate with the City in establishing any special service areas required by the City concerning storm water control and common areas maintenance for the Subject Property including private drives and cross-access easements and shall establish any required Specific Special Service Area ("SSA") within 60 days after Final Plan, Plat and Final Engineering approval, and prior to any conveyance of any parcels to any non-Contract Purchaser/Developer/Owner controlled person or entity. Owner waives any objection to the establishment of an SSA for the Subject Property and agrees that failure to comply and have a required SSA established may result in the City withholding Occupancy Permits in the Development.
16. Contract Purchaser/Developer shall set up, or join an existing, not for Profit Corporation to act as the Homeowner's /Property Owner's Association requiring assessments to take care of storm water control facilities and any common area maintenance for the Subject Property including private drives and cross-access easements. Contract Purchaser/Developer shall also establish covenants for the Subject Property which shall run with the land, said covenants shall require the Homeowner's/Property Owner's Association remain in perpetuity, establish assessments, and maintenance responsibilities. Contract Purchaser/Developer agrees to set up/join said Association and record said covenants prior to the conveyance of any parcels to any non-Contract Purchaser/Developer/Owner controlled person or entity.
17. Contract Purchaser/Developer agrees for any residential units, if any, to satisfy the City's school and park donation requirements of the School/Park ordinance by the dedication of land or the payment of cash with the issuance of each building permit. Contract Purchaser/Developer and City shall enter into the City's standard letter agreement at the time of Final Plat approval of each residential parcel specifying the exact payments to be made.
18. Contract Purchaser/Developer agrees for any residential units, if any, to pay all lawful City school developmental impact fees in effect at the time application is made for any building permits, for the applicable School District, upon residential lots on the Subject Property.

SECTION B. Annexation, Zoning and City Responsibility

1. Subsequent to the approval of this Annexation Agreement, the City agrees to adopt an ordinance annexing the Subject Property to the City pursuant to an Annexation Petition, subject to the terms and conditions herein.
2. In the event that an Annexation Petition for the Subject Property is not filed within ninety (90) days, the City may void this Agreement by ordinance.
3. Subsequent to Annexation the City agrees to adopt an ordinance classifying the Subject Property as R-4A(C) Two Family Dwelling District OS-1(C) Conservation, Open Space, and Drainage District with a Conditional Use Planned Development, established pursuant this Agreement, and approving the Plan Description for the Subject Property as set forth in Attachment "C".
4. City agrees that the dedication of land (will/shall not) be required for school or park purposes and that cash in lieu of land shall be paid at time of building permit issuance on a pro-rate basis.

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5. City agrees to the access points from the existing public right-of-way for the Subject Property as identified in Section D.4 of this Agreement pending any applicable State or County review and approval of said access points.

SECTION C. Development Review

1. No portion of the Subject Property shall be developed until and unless the City, in accordance with the conditions, has approved such development hereinafter set forth.
2. The Subject Property described in Attachment "A" shall be governed by all the requirements contained in the Chapter 49 ("Zoning Ordinance") of the Code of Ordinances, City of Aurora, Illinois except for variations which are specifically set forth in and subject to the appropriate modifications of the Plan Description attached as Attachment "C".
3. Except as provided herein, the provisions of the Chapter 43 ("Subdivision Control Ordinance") of the Code of Ordinances, City of Aurora, Illinois shall govern all development of the Subject Property regardless of the size of a parcel being developed at any one time. If no subdivision plats for the Subject Property are required, then Owner agrees that the public improvements and other subdivision control requirements of the Subdivision Control Ordinance shall be applicable to the Subject Property.
4. A Preliminary Plan and Plat is required to be approved by the City Council on the entire Subject Property described in Attachment "A" prior to the approval of any Final Plan(s) and Plat(s) being approved for any part of said Subject Property.
5. Preliminary Plat(s) and Plan(s) and Final Plat(s) and Plan(s) may be submitted and approved simultaneously.
6. Final plats may be presented to the City for approval individually.
7. Building Elevations shall be presented for approval with the Final Plat and/or Plan and will be evaluated based on quality and variety of building materials, orientation and presentation from the public street, and the use of architectural elements and environmentally sustainable design and construction. Any subsequent Contract Purchaser/Developer of the Subject Property agrees that any new structure(s) shall be designed and constructed to create a uniform theme architecturally with any structure(s) on adjacent properties that are a part of the Development, by incorporating common exterior façade elements and materials.
8. The construction of buildings on the Subject Property shall be in accordance with the Aurora Building Code requirements in force at the time of issuance of building permits.
9. All codes and ordinances of the City not amended herein by this Agreement and all codes and ordinances applicable Citywide adopted by said City after the execution and entering into of this Agreement by the Parties hereto shall apply to the Subject Property.
10. Engineering plans and specifications for the improvements to be installed in each phase of the development shall be submitted to the City together with the final subdivision plat for such phase.

SECTION D. Roads, Public Utilities and Storm Water Management

1. The public right-of-way to be dedicated for **Interior Streets** shall be established at **66** feet with a cross section of **31** feet of pavement width back-to-back with B6-12 curb and gutter, five-foot (5') sidewalks adjacent to the property line are required and shall be permitted within the public right-

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of-way up to one foot (1') off the property line. Owner shall dedicate sixty-six feet (66') of right-of-way for all interior streets. CONTRACT PURCHASER/DEVELOPER RESPONSIBILITY: Contract Purchaser and Developer will dedicate right of way and install the required improvements to this roadway and sidewalk improvements as stated above.

2. Jericho Road: Owner shall dedicate public right-of-way for Jericho Road generally being forty feet (40') from the centerline. DEVELOPER RESPONSIBILITY: Contract Purchaser and Developer will dedicate right-of-way as outlined above.
3. Athena Road: Owner shall dedicate sixty-six feet (66') of right-of-way over the existing private Athena Road. CONTRACT PURCHASER and DEVELOPER RESPONSIBILITY: Contract Purchaser and Developer will dedicate right-of-way as stated above.
4. The access points from the existing public right-of-way for the Subject Property shall meet all applicable codes and ordinances and shall be limited to:
 - a. Two access from Jericho Road street.
5. A double-fed public water main system is required to provide adequate fire protection and water service for the Subject Property and each lot.
6. Development of the Subject Property requires that adequate storm and sanitary discharge plans, and other related plans, have been approved by the appropriate City Department, or agency with responsible jurisdiction.
7. Wetland and/or floodplain mitigation shall be subject to review and approval by an appropriate outside agency within responsible jurisdiction.
8. A subsurface drainage investigation report shall be submitted to the City's Engineering Division for review, as per the requirements of the Stormwater Ordinance. All field tiles on the Subject Property must be protected during construction and shall be re-routed so as to not run under any building. Any filling operations must be done in such a manner so as not to raise the emergency overland flow elevations on adjacent properties. When, as and if said field tile is re-routed or damaged Owner, Contract Purchaser and Developer shall repair all damaged field tile but shall not be required to use any tile of a type, kind or character other than is the same or equal to that presently used in the field tile in question. If the tile is run under any paved area, or within public right of way, then concrete tile must be used.
9. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
10. All improvements, buildings and structures shall be required to follow the Kane County Stormwater Ordinance requirements as adopted by the City.

SECTION F. General Provisions

1. If any section, subsection or paragraph of this Agreement is held to be invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement. None of the parties to this Agreement shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision thereof as defense to any claim by any other party seeking to enforce this Agreement.
2. Any notice or demand hereunder from any Party hereto to another Party hereto shall be in writing

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and shall be deemed served if mailed by prepaid registered or certified mail addressed as follows:

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

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

If to the Owner: Phillip Cocomise
1091 Warwick Ln
Elk Grove Village, Illinois 60007

If to the Land Purchaser: Northern Lights Development Corporation
1449 Jericho Circle
Aurora, Illinois 60506
Attn: Judy Maisonet

If to the Developer: AHDVS Developers
15255 S 94th Ave
Orland Park, Illinois 60462
Attn: Jim Roberts

With copy to: Mahoney, Silverman & Cross
822 Infantry Drive, Suite 100
Joliet, IL 60435
Attn: Eric Hanson

3. Should correspondence to Owner be a notification of violation of any provision of this Annexation Agreement, Owner shall have thirty (30) days in which to correct such violation. The thirty-day period shall begin at the time of the mailing of said notice.
4. The Parties hereto agree to cooperate in applying the provisions of this Agreement and to fulfill the intent of the provisions set forth herein.
5. The Parties agree that the Parties or their successors in title may enforce this Agreement in any court of competent jurisdiction, in an appropriate action at law or in equity, as provided in 65 ILCS 5/11-15.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of this Agreement.
6. Owner and Developer understand and agree that the Subject Property shall be subject to any lawful fees enacted by the City regarding development so long as said fees are uniformly applied in the City except for fees that the City elects to rebate to developers pursuant to an annexation or development agreement.

(SIGNATURE PAGES TO FOLLOW)

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Executed in Aurora, Illinois.

SIGNED BY OWNER on the _____ day of _____ 2026.

Name: _____
Phillip Cocomise

1/16/2026

SIGNED BY CONTRACT PURCHASER on the _____ day of _____ 2026.

Name: _____
Judy Maisonet _____
Northern Lights Development Corporation

1/16/2026

SIGNED BY DEVELOPER on the _____ day of _____ 2026.

Name: _____

Jim Roberts _____
AHDVS

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

By: _____
Mayor

Attest: _____
City Clerk

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ATTACHMENT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Commonly known as (address): 0 Vacant

Tax Parcel Number: 15-29-300-007

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;
THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 412.50 FEET FOR THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 907.50 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 660.00 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 907.50 FEET TO A LINE DRAWN SOUTH, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, FROM THE POINT OF BEGINNING; THENCE NORTH ALONG SAID PARALLEL LINE 660.00 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

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ATTACHMENT "B"

DISCLOSURE OF BENEFICIAL OWNERS

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

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ATTACHMENT "C"

PLAN DESCRIPTION

A PLAN DESCRIPTION FOR 1449 SENIOR ESTATES PHASE 2 LOCATED ON JERICHO ROAD BETWEEN JERICHO CIRCLE AND ATHENA ROAD CONSISTING OF 13.7 ACRES

A Plan Description for the property located on Jericho Road between Jericho Circle and Athena Road with R-4A(C) Two-Family Dwelling District Zoning and OS-1(C) Conservation, Open Space and Drainage District with a Conditional Use Planned Development for 1449 Senior Estates Phase 2 Development Pursuant to the Code of Ordinances, City of Aurora, Illinois ("City Code").

I. QUALIFYING STATEMENTS

A. PURPOSE

This Conditional Use Planned Development has evolved to assist the Planning and Zoning Commission (“Commission”) and the City Council (“City Council”) of the City of Aurora, Illinois (“City”) in governing their recommendations and actions on this development as it relates to the existing zoning and land uses in the area.

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

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

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

B. INTENT

This Plan Description has been prepared pursuant to the requirements of Section 34-602 of Chapter 34 of the City Code. It is the intent of this document to promote and protect the public health, safety, morals, comfort, and general welfare of the area; and to guide the development toward the realization of the appropriate Physical Development Policies of the Comprehensive Plan of the City (“Comprehensive Plan”). These policies include:

10.0 To provide for the orderly, balanced and efficient growth and redevelopment of the City through the positive integration of land-use patterns, functions, and circulation systems. To protect and enhance those assets and values that establishes the desirable quality and general livability of the City. To promote the City’s position as a regional center.

21.0 To promote and plan for residential development, redevelopment and rehabilitation in order to provide a wide range of quality housing opportunities for purchase or rent throughout the City for all segments of the population

21.01(1) To promote access to housing opportunities for all economic, racial, religious, ethnic and age groups.

21.01(2) To promote a wide variety of housing types.

II. GENERAL CHARACTER

A. EXISTING CONDITIONS

1. Subject Property

The Subject Property consists of approximately 13.7 acres lying south of Jericho Road between Jericho Circle and Athena Road. The property is vacant. The property lies within the West Aurora School District #129 boundaries. The property is currently unincorporated Kane County. The Comprehensive Plan designates the Subject Property as Industrial; and Conservation, Open Space, Recreation, Drainage.

2. Surrounding Property

North: The properties to the north are unincorporated Kane County or zoned R-1 One-Family Dwelling District. The remaining properties are designated P Park and Recreation District. These properties are utilized as single-family residences and a country club. The Comprehensive Plan designates these properties Commercial; Industrial, and Conservation, Open Space, Recreation, Drainage and Quasi Public.

South: The property to the south is zoned R-1 One-Family Dwelling District and is designated as Industrial and Conservation, Open Space, Recreation, Drainage on Aurora Comprehensive Plan. This property is utilized as a quarry.

East: The properties to the east are zoned R-4A(C) Two Family Dwelling District with a Conditional Use and R1 One Family Dwelling District and is utilized as single-family homes and a single-family and duplex residential development. The Comprehensive Plan designates the property as a combination of Low Density Residential and High Density Residential.

West: The property to the west is in unincorporated Kane County and is used as single-family homes and Aurora University sport fields.

III. DEVELOPMENT STANDARDS FOR EACH PARCEL

A. ZONING

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

Development of the zoning parcel(s) shall be regulated as follows:

1. Parcel A – R-4A(C) Two-Family Dwelling District

1.1. Parcel Size and Use Designation

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The zoning parcel referenced within this document as Parcel A contains approximately 10.23 acres. Upon approval of this document, said property shall be designated as R-4A(C) Two-Family Dwelling District Zoning, with a Conditional Use Planned Development on the Zoning Map of the City (“Zoning Map”), and be regulated by the Chapter 49 of the City Code (“Zoning Ordinance”), including but not limited to the provisions for the underlying base zoning district set forth in Section 49-107.9 titled R-4A Two-Family Dwelling District, except as modified herein.

1.2. Statement of Intent

The R-4A Two-Family Dwelling District has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The development of the Parcel is planned in two distinct phases. Phase One consists of a 50-unit, age-restricted (62+) independent senior living rental community. Phase Two will follow with an additional four age-restricted units. Primary site access for both phases will be provided via Jericho Road.

1.3 Use Regulations

1. This property shall be limited to those uses permitted in the R-4A Two-Family Dwelling District, Section 49-107.9 of the Zoning Ordinance, including ROW Dwelling (Party Wall) use.

1.4 Bulk Restrictions

1. This property shall be subject to the Bulk Restrictions in the R-4A Two-Family Dwelling District, Section 49-107.9(e), and Section 49-105 of the Zoning Ordinance with the following exceptions:
 - a. Building, Dwelling and Structure Standards
 - (1) Two and Three Family Dwelling:
 - i. One-Story Dwellings – A one-story building shall have a combined floor area of 1,400 square feet, with no dwelling unit less than 700 square feet, measured from the outside wall, including utility rooms, but excluding all other areas not used for living, eating, or sleeping purposes.
 - ii. Two-Story Dwellings - A two-story building shall have a combined floor area of 2,000 square feet, with no dwelling unit less than 1,000 square feet, measured from the outside wall, including utility

rooms, but excluding all other areas not used for living, eating, or sleeping purposes.

b. Lot Size

(1) Two and Three Family Dwellings

- i. The minimum lot size shall be 6,800 square feet with a minimum width of 42 feet.

c. Parking and Loading

(1) All parking and loading shall be pursuant to Section 105.13., "Off-Street Parking and Loading" of Chapter 49 of the Zoning Ordinance with the following exception(s): Minimum parking – One (1) enclosed garage space and one (1) driveway space per dwelling unit.

d. Setbacks

(1) Minimum setbacks shall be as follows:

- i. Front Yard Setback: Twenty-five (25') feet
- ii. Exterior Side Yard Setback: Fifteen (15')
- iii. Interior/Exterior Rear Yard Setback: Twenty (20') feet
- iv. Interior Side Yard Setback: 6 feet

e. Accessory Uses and Structures

(1) All Accessory Uses and Structures shall be pursuant to Section 49-104.4., " Accessory Uses and Structures " of Chapter 49 of the Zoning Ordinance with the following additional permitted accessory uses:

- i. Gazebo(s) may be located within the front, side, and rear yard setbacks, provided that they are at least ten (10') feet from the front yard property line, three (3') feet from the side property line, and five (5') feet from the rear property line.
- ii. Recreational court(s) may be located with the front, side, and rear yard setback, provided that they are at least ten (10') feet from the front yard property line and five (5') feet from the side and rear property line.

f. Density

(1) The gross density shall not exceed 4.5 dwelling units per acre.

2. Parcel B – "OS-1" (C) Conservation, Open Space And Drainage District

2.1. Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel B contains approximately 3.47 acres. Upon approval of this document, said property shall be designated as "OS-1" (C) Conservation, Open Space And Drainage District Zoning, with a Conditional Use Planned Development on the Zoning Map of the City ("Zoning Map"), and be regulated by the Chapter 49 of the City Code ("Zoning Ordinance"), including but not limited to the provisions for the underlying base zoning district set forth in Section 49-106.4 titled "OS-1" Conservation, Open Space And Drainage District, except as modified herein.

2.2. Statement of Intent

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

2.3 Use Regulations

This property shall be limited to those uses permitted in the "OS-1" Conservation, Open Space And Drainage District, Section 49-106.4 of the Zoning Ordinance.

2.4 Bulk Restrictions

3. This property shall be subject to the Bulk Restrictions in the "OS-1" Conservation, Open Space And Drainage District, Section 49-106.4, and Section 49-105 of the Zoning Ordinance.

B. BUILDING, STRUCTURES AND SIGNAGE

1. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
2. Building Elevations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of building materials,

orientation and presentation from the public street and the use of architectural elements.

3. Signage Elevations and locations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of materials, orientation and presentation to the public street and the use of architectural elements matching the building. The signage on the property shall be subject to Chapter 41 of the City Code (“Sign Ordinance”).

C. MODEL HOMES AND SALES TRAILERS, CONSTRUCTION TRAILERS

1. Model homes

Residential Model Unit(s) shall be permitted. At the Developer’s sole risk the Developer may construct, maintain and occupy up to two (2) model building subject to the following:

- a. Permits for model units will not be issued until a final plat is approved containing the model unit area;
- b. Tested and approved water with sufficient fire hydrant coverage for the model homes (subject to the review of the Fire Marshal), gravel street, street signs, and stormwater detention with a functioning overland flood route from the model home area to the detention facility, and a secondary access, gravel surface roadway for construction, emergency and inspection vehicles shall be provided prior to model permit issuance. Sanitary and water services do not need to be provided until approval of residential occupancy.

2. Sales, Storage and Construction Trailers

Sales and Construction Trailer(s) shall be permitted. At the Developer’s sole risk the Developer may install, maintain and occupy up to one (1) trailer subject to the following:

- a. Upon Preliminary plan approval for the Subject Property and in advance of final engineering, final plat approval and the construction of sanitary, storm sewer, storm water detention facilities, water main, streets, curbs and gutters, the Developer shall be permitted to set temporary construction office, storage and sales trailers on the site. Approval for placement of trailers shall be subject only to staff review, which includes meeting the requirements of Article 18-V of Chapter 18 of the City. 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 receives occupancy permits for the Sales/Model homes;
- d. The Developer shall be permitted to construct and maintain other appurtenant facilities for said trailers including temporary driveways.

- 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 sixty (60) days following the completion of construction activity on the affected parcel.
- g. All references to trailers in this Section shall be as that term is defined in Chapter 49 of the 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.

D. PUBLIC IMPROVEMENTS

- 1. Interior Streets: The public right-of-way to be dedicated for Interior Streets shall be established at 66 feet with a cross section of 31 feet of pavement width as measured from back-of-curb to back-of-curb with B6-12 curb and gutter, five-foot (5') sidewalks adjacent to the property line are required and shall be permitted within the public right-of-way up to one foot (1') off the property line. Owner shall dedicate sixty-six feet (66') of right-of-way for all interior streets. DEVELOPER RESPONSIBILITY: Developer will dedicate right-of-way and install the required improvements to this roadway and sidewalk improvements as stated above.
- 2. Jericho Road: Owner shall dedicate public right-of-way for Jericho Road generally being forty feet (40') from the centerline. DEVELOPER RESPONSIBILITY: Developer will dedicate right-of-way as outlined above.
- 3. Athena Road: Owner shall dedicate sixty-six feet (66') of right-of-way over the existing private Athena Road. DEVELOPER RESPONSIBILITY: Developer will dedicate right-of-way as stated above.
- 4. The installation of street trees and landscaping shall be a condition of the issuance of a Certificate of Occupancy and shall not be included in the security required under Subdivision Control Ordinance, Section 43-55(a)3 of the City Code.

IV. GENERAL PROVISIONS

A. PLAN DESCRIPTION DOCUMENT

- 1. All current codes and ordinances of the City in effect at the time of the commencement of construction shall govern except where expressly stated within this Plan Description document to the contrary.
- 2. Amendments to this Plan Description document shall be subject to City

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Code. Public notice shall be provided in accordance with said code and, to all current owners of property subject to this Plan Description.

3. This Plan Description document shall be mutually binding upon the heirs, executors, administrators, successors and assigns of present or future owners who use the property for the same permitted use.
4. If any section, subsection or paragraph of this Plan Description document shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Plan Description document.
5. Any provisions contained within this Plan Description document that are in conflict shall be enforced in accordance with the more restrictive provision.

V. LIST OF ATTACHMENTS

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

ATTACHMENT "A"
LEGAL DESCRIPTION OF DEVELOPMENT PARCELS

Parcel Number(s): 15-29-300-007

Commonly known as: vacant land south of Jericho Road between Athena Road, and Jericho Circle.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 412.50 FEET FOR THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 907.50 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 660.00 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 907.50 FEET TO A LINE DRAWN SOUTH, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, FROM THE POINT OF BEGINNING; THENCE NORTH ALONG SAID PARALLEL LINE 660.00 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL A

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 412.50 FEET TO THE WEST LINE OF PARCEL DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 97K034868 AND ALSO BEING THE EXTENDED WEST LINE OF THE FINAL PLAT OF SUBDIVISION FOR FOURTEEN FORTY NINE SENIOR ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED MARCH 15, 2023 AS DOCUMENT NUMBER 2023K007900 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 06 MINUTES 01 SECONDS EAST ALONG SAID LINE, 429.94 FEET; THENCE SOUTH 39 DEGREES 12 MINUTES 52 SECONDS WEST, 129.03 FEET; THENCE SOUTH 74 DEGREES 14 MINUTES 11 SECONDS WEST, 47.78 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 22 SECONDS WEST, 472.28 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 38 SECONDS WEST, 110.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 22 SECONDS WEST, 23.26 FEET; THENCE ALONG A CURVE BEING CONCAVE TO THE NORTHEASTERLY HAVING A RADIUS OF 67.00 FEET, AN ARC LENGTH OF 78.86 FEET, AND A CHORD BEARING NORTH 57 DEGREES 35 MINUTES 29 SECONDS WEST; THENCE SOUTH 66 DEGREES 07 MINUTES 40 SECONDS WEST, 133.63 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS WEST, 357.91 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 22 SECONDS EAST, 110.89 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 38

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SECONDS WEST, 17.00 FEET; THENCE NORTH 46 DEGREES 18 MINUTES 38 SECONDS WEST, 35.36 FEET TO A LINE BEING 40 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 23 SECONDS WEST ALONG SAID LINE, 115.03 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS EAST ALONG SAID LINE, 619.99 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 660 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 22 SECONDS WEST ALONG SAID LINE, 66.01 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS WEST ALONG SAID LINE, 660.00 FEET TO SAID NORTH LINE OF SAID SOUTHWEST QUARTER ; THENCE NORTH 88 DEGREES 41 MINUTES 23 SECONDS EAST ALONG SAID LINE, 906.95 FEET POINT OF BEGINNING, ALL IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL B

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 412.50 FEET TO THE WEST LINE OF PARCEL DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 97K034868 AND ALSO BEING THE EXTENDED WEST LINE OF THE FINAL PLAT OF SUBDIVISION FOR FOURTEEN FORTY NINE SENIOR ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED MARCH 15, 2023 AS DOCUMENT NUMBER 2023K007900; THENCE SOUTH 00 DEGREES 06 MINUTES 01 SECONDS WEST ALONG SAID LINE, 429.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 06 MINUTES 01 SECONDS EAST ALONG SAID LINE, 230.06 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION ALSO BEING THE SOUTHERLY LINE OF THE NORTHERLY 660 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 23 SECONDS WEST ALONG SAID LINE, 840.62 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS WEST, 619.99 FEET TO A LINE THAT IS 40 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 41 MINUTES 23 SECONDS EAST ALONG SAID LINE, 115.03 FEET; THENCE SOUTH 46 DEGREES 18 MINUTES 38 SECONDS EAST, 35.36 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 38 SECONDS EAST, 17.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 22 SECONDS WEST, 110.89 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS EAST, 357.91 FEET; THENCE NORTH 66 DEGREES 07 MINUTES 40 SECONDS EAST, 133.63 FEET; THENCE ALONG A CURVE BEING CONCAVE TO THE NORTHEASTERLY

1/16/2026

HAVING A RADIUS OF 67.00 FEET, AN ARC LENGTH OF 78.86 FEET, AND A CHORD BEARING SOUTH 57 DEGREES 35 MINUTES 29 SECONDS EAST; THENCE NORTH 88 DEGREES 41 MINUTES 22 SECONDS EAST, 23.26 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 38 SECONDS EAST, 110.00 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 22 SECONDS EAST, 472.28 FEET; THENCE NORTH 74 DEGREES 14 MINUTES 11 SECONDS EAST, 47.78 FEET; THENCE NORTH 39 DEGREES 12 MINUTES 52 SECONDS EAST, 129.03 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

ATTACHMENT "B"
PARCEL MAP OF DEVELOPMENT PARCEL

EXHIBIT B

FOR

1449 SENIOR ESTATES PHASE 2



LOCATION MAP

PARCEL 'A' DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 412.50 FEET TO THE WEST LINE OF PARCEL DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 97K034868 AND ALSO BEING THE EXTENDED WEST LINE OF THE FINAL PLAT OF SUBDIVISION FOR FOURTEEN FORTY NINE SENIOR ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED MARCH 15, 2023 AS DOCUMENT NUMBER 2023K007900 TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 06 MINUTES 01 SECONDS EAST ALONG SAID LINE, 429.94 FEET; THENCE SOUTH 39 DEGREES 12 MINUTES 52 SECONDS WEST, 129.03 FEET; THENCE SOUTH 74 DEGREES 14 MINUTES 11 SECONDS WEST, 47.78 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 23 SECONDS WEST, 472.28 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 38 SECONDS WEST, 110.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 23 SECONDS WEST, 23.26 FEET; THENCE ALONG A CURVE BEING CONVEX TO THE NORTHEASTLY HAVING A RADIUS OF 67.00 FEET, AN ARC LENGTH OF 78.86 FEET, AND A CHORD BEARING NORTH 57 DEGREES 35 MINUTES 29 SECONDS WEST; THENCE SOUTH 66 DEGREES 07 MINUTES 40 SECONDS WEST, 133.03 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS WEST, 357.91 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 23 SECONDS WEST, 110.89 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 38 SECONDS WEST, 17.00 FEET; THENCE NORTH 46 DEGREES 18 MINUTES 38 SECONDS WEST, 35.36 FEET TO A LINE BEING 40 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 23 SECONDS WEST ALONG SAID LINE, 115.03 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS EAST ALONG SAID LINE, 619.99 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 660 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 23 SECONDS WEST ALONG SAID LINE, 66.01 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS WEST ALONG SAID LINE, 66.00 FEET TO SAID NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88 DEGREES 41 MINUTES 23 SECONDS EAST ALONG SAID LINE, 906.95 FEET POINT OF BEGINNING, ALL IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 'B' DESCRIPTION

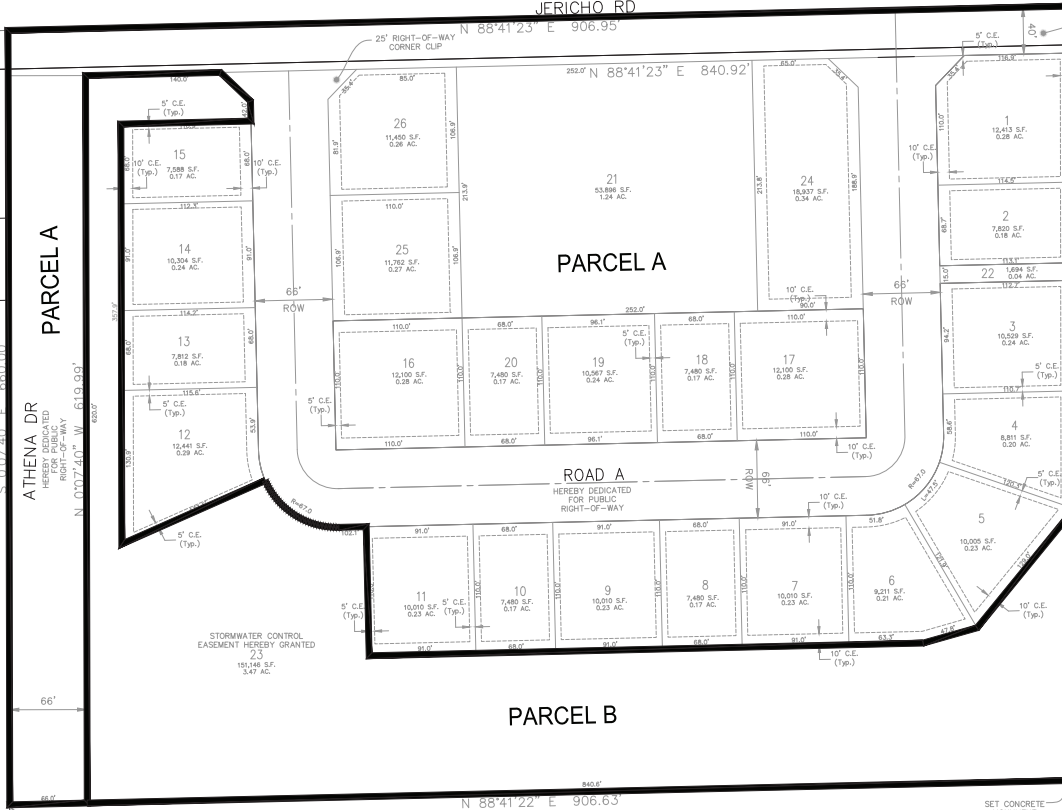
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CITY RESOLUTION, PASSED ON:

UNINCORPORATED OWNED: BENAVOIDE ROMA, A. EBN: 15-29-176-001

UNINCORPORATED OWNED: BENAVOIDE IRMA, A. EBN: 15-29-176-003

JERICHO RD



NOTES

BOUNDARY INFORMATION BASED ON BOUNDARY SURVEY PERFORMED BY CEMCON, LTD. ON AUGUST 26, 2021.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND DRAWINGS IN SURVEYOR'S POSSESSION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

BENCHMARK CONTROL POINTS

ELEVATION REFERENCE MARK:

NGS MONUMENT B20 (PID MF0020): AT AURORA, KANE COUNTY, ON STATE HIGHWAY 31, AT THE WEST SIDE OF WILDER PARK, IN THE CENTER OF THE BASE OF THE PIONEER MONUMENT, 45 FEET EAST OF THE CENTERLINE OF THE HIGHWAY, AND ABOUT 1-1/2 FEET ABOVE THE GROUND. A STANDARD DISK, STAMPED B20 1934 AND SET VERTICALLY. ELEVATION: 678.06 NAVD88

CONTROL POINTS:

CP #202: SET "4" IN CONCRETE WALK ON SOUTHWEST CORNER OF JERICHO ROAD AND JERICHO CIRCLE. NORTHING: 184958.77 EASTING: 879824.94 ELEVATION: 652.00 NAVD88
CP #208: SET "4" IN TOP OF CONCRETE CURB ON SOUTH SIDE OF JERICHO ROAD ON EAST SIDE OF DRIVEWAY OF 330 JERICHO ROAD. NORTHING: 184963.76 EASTING: 980284.85 ELEVATION: 652.75 NAVD88

OWNER/PETITIONER:

NORTHERN LIGHTS DEVELOPMENT CORPORATION
1449 JERICHO CIRCLE
AURORA, IL 60506
(630) 701-9983

PREPARED BY:

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com



DISC NO.: 904390 FILE NAME: CONCEPT PH2
DRAWN BY: BCD FLD. BK. / PG. NO.: BK/Pg.
COMPLETION DATE: 02-06-2026 JOB NO.: 904-390
XREF : TOPO PROJECT MANAGER : KTS

AREA TABLE with columns: LOT NO., AREA (S.F.), AREA (Ac.) and rows 1-26.

ABBREVIATIONS table with columns: N, E, W, S, etc. and descriptions for various survey terms.

Development Data Table: Preliminary Plat with columns: Description and List.

SITE DATA table with columns: A, B, C, D, E, F, G, H and values for various site metrics.

NOTES table with columns: NO. and DESCRIPTION.

