

## EXHIBIT "A"

### ANNEXATION AGREEMENT FOR THE SHEILA M. BROWN DECLARATION OF TRUST DATED SEPTEMBER 6, 2017 LOCATED ON THE SOUTH SIDE OF SUNRISE ROAD AND EAST OF FRIEDER LANE CONSISTING OF 6.3 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"), and the Sheila M. Brown Declaration of Trust dated September 6, 2017, ("Trust") also referred to herein as ("Owner"). The City and Owner are referred to as "Party" or "Parties."

#### WITNESSETH:

1. The Trust is the Owner of the Subject Property.
2. The Owner is requesting that the Subject Property be zoned as Office ORI, Research, and Light Industry District, Conditional Use Planned Development.
3. The Subject Property consisting of approximately 6.3 acres is legally described in Attachment "A" attached hereto (the "Subject Property").
4. 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.
5. The Parties to this Agreement desire that the Subject Property be annexed to the City of Aurora with the benefits of the Subject Property being as follows:
  - a. Full development potential of the Subject Property;
  - b. Establishment of high-quality development standards that will elevate, support and stabilize property values for the proposed land uses;
  - c. Provision of a water supply system that has been engineered to supply water services to the Subject Property;
  - d. Provision of a sanitary sewer system that has been engineered to supply services to the Subject Property through the Fox Metro Water Reclamation District's facilities, or the City's facilities;
  - e. Provision of police protection by the City's fully trained, staffed and equipped Police Department;
  - f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department; and,
  - g. Favorable insurance rates due to the City's Fire Department having a Class 3 rating.
6. 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 Naperville.
7. 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.
8. All notices, publications, public hearings, and all other matters attendant to said Agreement as required by State statute and the ordinances, regulations, and

procedures of the City have been met prior to the execution by the Parties to this Agreement.

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

**SECTION A. Duration, Applicability and Owner 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. 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.  
In the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement the City agrees not to require the existing Owner to install any improvements to the Subject Property and will only look to a future Owner and or Developer to construct any improvements on or adjacent to the Subject Property including any time after the expiration of this Agreement.
3. 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.
4. 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.
5. Owner agrees if not already annexed into the Park District to petition and diligently pursue the Warrenville Park District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
6. 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.
7. Owner agrees to petition and diligently pursue the Aurora Public Library for annexation of the entire Subject Property within ninety (90) days of the annexation to the city.
8. Owner agrees to petition and diligently pursue the appropriate U.S. Post Office for an "Aurora" mailing address on the Subject Property of this Agreement, within ninety (90) days of annexation to the City.
9. Owner agrees to dedicate right of way for proposed roadways on, through, or adjacent, to the Subject Property, at the time of the approval of the final plat and plan of the Subject Property as specified herein.

10. Owner agrees that all existing structures on the Subject Property shall be razed and removed within one (1) year after the first Final Plan and/or Plat approval for any portion of the Subject Property.
11. Owner agrees to connect to the public sanitary sewer system and shall pay charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.
12. Owner agrees that one hundred percent (100%) of the public improvement costs required to serve the development to be constructed on the Subject Property and within the public right-of-way shall be the Owner's responsibility, subject to any reimbursement and recapture set forth in section D.
13. Developer agrees that the cost of public improvements described in Section D as the "Developer's Responsibility" shall be constructed at one-hundred (100) percent the Developer's cost.
14. Owner agrees to cooperate with the City in establishing any special service areas required by the City concerning storm water control and common areas maintenance for the Subject Property and shall establish any required Specific Special Service Area ("SSA") within 60 days after Final Plan, Plat and Final Engineering approval, and prior to any conveyance of any parcels to any non-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.

## **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. Subsequent to Annexation the City agrees to adopt an ordinance zoning the Subject Property, Office ORI, Research and Light Industry District (C) with a Conditional Use Planned Development and approving the Plan Description for the subject Property as set forth in Attachment "C".
3. 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.
4. The City agrees that the dedication of land or cash in lieu of land is not required for school or park purposes as the subject property is being zoned non-residential.
5. The City agrees to the access points from the existing public right-of-way for the Subject Property as identified in Section D.2 of this Agreement.

## **SECTION C. Development Review**

1. No portion of the Subject Property shall be developed until and unless the City in accordance with the conditions has approved such development hereinafter set forth.
2. The Subject Property described in Attachment "A" shall be governed by all of the requirements contained in the Chapter 49 ("Zoning Ordinance") of the Code of Ordinances, City of Aurora, Illinois except for variations which are specifically set

forth in 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 Aurora Subdivision Control Ordinance shall be applicable to the Subject Property except for variations which are specifically set forth in the Plan Description.
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.
8. The construction of buildings on the Subject Property shall be in accordance with the Aurora Building Code requirements in force at the time of issuance of building permits.
9. All codes and ordinances of the City of Aurora not amended herein by this Agreement and all codes and ordinances applicable Citywide adopted by said City after the execution and entering into of this Agreement by the Parties hereto shall apply to the Subject Property.
10. Engineering plans and specifications for the improvements to be installed in each phase of the development shall be submitted to the City together with any final subdivision plat for such phase if required.

#### **SECTION D. Roads, Public Utilities and Storm Water Management**

1. Sunrise Road – At the time of development of the Subject Property, the Developer, at its sole cost, shall be required to extend the existing curb, gutter, and pavement on the north and south sides of Sunrise Road to the easterly property line of the Subject Property a distance of 103 feet. OWNER RESPONSIBILITY: Upon commencement of development, Owner shall construct a 39 foot-back-of-curb to back-of-curb cross section with B6-12 curb and gutter, with storm sewer and street lighting, in the existing right of way from the eastern property line of the subject property to the existing completed full cross section of the road. Owner shall also provide an appropriate transition section between the full-width road section and the eastern section. Street trees along the entire length of the southern roadway frontage of the Subject Property shall be installed. Developer shall also be responsible for payment of any recapture pursuant to any recapture agreement approved by City Council regarding the 8" gravity sanitary sewer main within the Sunrise Road right of way as outlined in the Annexation Agreement that was approved by Ordinance O22-003 on January 25, 2022. Developer shall pay to the City said recapture prior to permitting any connections and use of the Sunrise Road

8" gravity sanitary sewer main or provide the City with an agreement with the beneficiary of the recapture showing satisfaction thereof.

2. 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. One full access drive on Sunrise Road for the easternmost entrance and a restricted right in and left out for the westernmost entrance for semi-truck. A posted sign regarding access shall be installed.
3. A double-fed public water main system is required to provide adequate fire protection and water service for the Subject Property.
4. Development of the Subject Property requires that adequate storm and sanitary discharge plans, and other related plans, have been approved by the appropriate City of Aurora Department, or agency with responsible jurisdiction.
5. A subsurface drainage investigation report shall be submitted to the City's Engineering Division for review, as per the requirements of the Stormwater Ordinance. Any and all field tiles on the Subject Property must be protected during construction and shall be re-routed so as to not run under any building. Any filling operations must be done in such a manner so as not to raise the emergency overland flow elevations on adjacent properties. Any field tile disturbed by the proposed development shall be replaced and incorporated into the proposed stormwater system, or abandoned, according to the requirements of the Stormwater Ordinance.
6. Retaining walls, if any, 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.
7. All improvements shall be required to follow the Kane County Stormwater Ordinance requirements as adopted by the City.

## **SECTION E. General Provisions**

1. In the event that any section, subsection or paragraph of this Agreement is held to be invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement. None of the parties to this Agreement shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision thereof as defense to any claim by any other party seeking to enforce this Agreement.
2. Any notice or demand hereunder from any Party hereto to another Party hereto shall be in writing and shall be deemed served if mailed by prepaid registered or certified mail addressed as follows:

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

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

Aurora, Illinois 60507

If to the Owner: Sheila Brown Trust  
Nigel Brown, Trustee  
19220 Amstutz Road  
Auburn, IN. 46706  
[nigelbrown61@yahoo.com](mailto:nigelbrown61@yahoo.com)

Sheila Brown Trust  
Malcolm Brown, Trustee  
323 Aspen Dr.  
Chatham, IL. 62629  
[restore7sbcglobal.net](mailto:restore7sbcglobal.net)

With copy to: John F. Philipchuck  
Dommermuth Cobine West Gensler Philipchuck & Corrigan, Ltd.  
111 East Jefferson Avenue, Suite 200  
Naperville, Illinois 60540  
630-355-5800  
[jfp@dbcw.com](mailto:jfp@dbcw.com)

3. Should correspondence to Owner be a notification of violation of any provision of this Annexation Agreement, Owner shall have thirty (30) days in which to correct such violation. The thirty-day period shall begin at the time of the mailing of said notice.
4. The Parties hereto agree to cooperate in applying the provisions of this Agreement and to fulfill the intent of the provisions set forth herein.
5. The Parties agree that the Parties or their successors in title may enforce this Agreement in any court of competent jurisdiction, in an appropriate action at law or in equity, as provided in 65 ILCS 5/11.1-4, as amended, including the right of any of the Parties to seek specific performance of the terms of this Agreement.
6. Owner understands and agrees that the Subject Property shall be subject to any lawful fees enacted by the City with regard to development so long as said fees are uniformly applied in the City except for fees that the City elects to rebate to Owner pursuant to an annexation or development agreement.

**(SIGNATURE PAGES TO FOLLOW)**

**SIGNED BY OWNER** on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name: Sheila M. Brown Declaration of Trust dated September 6, 2017

By: \_\_\_\_\_

Nigel Brown,

Its Trustee

By: \_\_\_\_\_

Malcolm Brown,

Its Trustee

**SIGNED BY CITY OF AURORA** on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
CITY OF AURORA, an Illinois  
Municipal Corporation

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**ATTACHMENT "A"**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

Commonly known as (address): South of Sunrise Road and east of Frieder Lane,  
Naperville, Illinois 60540.

Tax Parcel Numbers: 07-04-300-019 and 07-04-300-020

LOT 13 IN ARTHUR T. MCINTOSH AND COMPANY'S FERRY ROAD FARMS,  
BEING A SUBDIVISION OF PART OF THE WEST ½ OF SECTION 4, TOWNSHIP  
38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1943 AS  
DOCUMENT 455751, IN DUPAGE COUNTY, ILLINOIS.

**ATTACHMENT "B"**

**DISCLOSURE OF BENEFICIAL OWNERS**

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

ATTACHMENT "C"

**PLAN DESCRIPTION**

**ATTACHMENT "C"/EXHIBIT "B"**

**A PLAN DESCRIPTION FOR THE SHEILA BROWN TRUST PROPERTY**  
**LOCATED SOUTH OF SUNRISE ROAD AND EAST OF FRIEDER LANE,**  
**CONSISTING OF 6.3 ACRES**

A Plan Description for the property located south of Sunrise Road and east of Frieder Lane with ORI (C) Office, Research, and Light Industry District Zoning, with a Conditional Use Planned Development for Sheila Brown Trust Property 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 Sec. 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:

#### 41.1

- (1) To attract and encourage industrial, office and office-research development to planned sites where requisite public facilities are either present or proposed.
- (2) To promote a balanced distribution of industries within the City.
- (3) To encourage the location of industrial, office and office-research development near transportation facilities designed to provide adequate and efficient linkages to sources of labor, production materials and markets.
- (6) To promote attractive, well-maintained industrial and office-research areas through landscaping and site design.
- (8) To promote a quality environment through the enforcement of industrial performance standards.

#### 51.1

- (6) To promote the location and expansion of commercial activities within the City consistent with the Comprehensive Plan.

## II. GENERAL CHARACTER

### A. EXISTING CONDITIONS

#### 1. Subject Property

The Subject Property consists of approximately 6.3 acres lying south of Sunrise Road and east of Frieder Lane. The property is currently used for Agriculture. The property lies within the Naperville School District #204 boundaries. The property is currently zoned R-2 Single-Family District in DuPage County..

#### 2. Surrounding Property

North: The surrounding property to the north is zoned PDD Planned Development District and part of the Butterfield Plan Description, with a warehouse use, and the Comprehensive Plan designates the property as Office, Research, and Light Industrial.

South: The surrounding property to the south is zoned in Naperville I-Industrial use, with an agricultural use, and the Naperville's Comprehensive Plan designates the property as Employment Center.

East: The surrounding property to the east is zoned in DuPage County, R-2 Single-Family, Residential, with a vacant use, and the Naperville's Comprehensive Plan designates the property as Employment Center.

West: The surrounding property to the west is zoned PDD Planned Development District and part of the Butterfield Plan Description, with a U.S. Post Office sorting facility use, and the Comprehensive Plan designates the property as Office, Research, and Light Industrial.

## III. DEVELOPMENT STANDARDS FOR EACH PARCEL

### A. ZONING

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

Development of the zoning parcel shall be regulated as follows:

#### 1. Parcel A – ORI (C) Office, Research, and Light Industry

##### 1.1. Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel A contains approximately 6.3 acres. Upon approval of this document, said property shall be designated as ORI (C) Office, Research, and Light Industry 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 49-108.10 titled ORI Office, Research, and Light Industry District, except as modified herein.

#### 1.2. Statement of Intent

The ORI Office, Research, and Light Industry 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 Light Industrial use. Access to the property will be on Sunrise Road.

#### 1.3 Use Regulations

This property shall be limited to those uses permitted in the ORI District, Section 49-108.10 of the Zoning Ordinance with the exception of the property can continue to be used for agricultural use until the property is developed.

#### 1.4 Bulk Restrictions

1. This property shall be subject to the Bulk Restrictions in the ORI District, Section 49-108.10 of the Zoning Ordinance.
2. All parking and loading shall be pursuant to Section 105.13., "Off-Street Parking and Loading" of Chapter 49 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").
4. 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. The Developer shall be permitted to construct and maintain other appurtenant facilities for said trailers including temporary driveways.
- d. 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.
- e. Construction and storage trailers shall be removed within sixty (60) days following the completion of construction activity on the affected parcel.
- f. 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.

#### C. PUBLIC IMPROVEMENTS

1. Sunrise Road – At the time of development of the Subject Property, the Developer, at its sole cost, shall be required to extend the existing curb, gutter, and pavement on the north and south sides of Sunrise Road to the easterly property line of the Subject Property a distance of approximately 103 feet. **OWNER RESPONSIBILITY:** Upon commencement of development, Owner shall construct a 39 foot-back-of-curb to back-of-curb cross section with B6-12 curb and gutter, with storm sewer and street lighting, in the existing right of way from the eastern property line of the subject property to the existing completed full cross section of the road.. The Owner shall provide an appropriate transition section between the full width road section and the eastern section. Street trees along the entire length of the southern roadway frontage of the Subject Property shall be installed. Developer shall also be responsible for payment of any recapture pursuant to any recapture agreement approved by City Council regarding the 8" gravity sanitary sewer main within the Sunrise Road right of way as outlined in the Annexation Agreement that was approved by Ordinance

O22-003 on January 25, 2022. Developer shall pay to the City said recapture prior to permitting any connections and use of the Sunrise Road 8" gravity sanitary sewer main or provide the City with an agreement with the beneficiary of the recapture showing satisfaction thereof.

2. 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) One full access drive on Sunrise Road for the easternmost entrance and a restricted right in and left out for the westernmost entrance for semi-truck. A posted sign shall be installed.
3. A five-foot (5') concrete sidewalk or eight-foot (8') asphalt path may be required to be installed by the Developer along all property lines adjacent to public streets. Said sidewalk or path may be located one foot inside the right of way line. The determination of materials and location shall be determined at the time of Final Plan.
4. 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 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 PARCELS

ATTACHMENT "B" – MAP OF DEVELOPMENT PARCELS

ATTACHMENT "A"  
LEGAL DESCRIPTION OF DEVELOPMENT PARCELS

**PARCEL A**

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Parcel Number(s):07-04-300-019; 07-04-300--020

Commonly known as: located south of Sunrise Road and east of Frieder Lane located in DuPage County.

LOT 13 IN ARTHUR T. MCINTOSH AND COMPANY'S FERRY ROAD FARMS, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1943 AS DOCUMENT 455751, IN DUPAGE COUNTY, ILLINOIS.

ATTACHMENT "B"  
MAP OF DEVELOPMENT PARCELS

Location Map (1:3,000):

