

EXHIBIT "A"

**ANNEXATION AGREEMENT FOR LIBERTY AND EOLA SUBDIVISION
LOCATED AT THE SOUTHWEST CORNER OF LIBERTY STREET AND N. EOLA ROAD
CONSISTING OF 5.609 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 _____, ("OWNER"). The City and Owner are referred to as "Party" or "Parties."

WITNESSETH:

1. The Owner is the record title holder of the subject property (the "Owner") consisting of approximately 5.609 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 Naperville.
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:

SECTION A. Duration, Applicability and Owner/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" no 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. 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. 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. Owner agrees to establish and record cross-access easement(s) with regard to private drives on the Subject Property serving the adjacent properties, prior to or at the time of Final Plan. Owner agrees that such cross-access easements shall include the right of access by contiguous and adjoining property owners to all access point(s) onto the public right-of-way. One point is

located on Liberty Street and one on N. Eola Road; said access to be accomplished by crossing such portions of the subject property as are necessary.

14. Developer agrees that one-hundred percent (100%) of the public improvements costs required to serve the development to be constructed on the Subject Property shall be the Developer's responsibility.
15. 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.
16. 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 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-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.
17. Developer shall set up, or join an existing, not for Profit Corporation to act as the 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. Developer shall also establish covenants for the Subject Property which shall run with the land, said covenants shall require the Property Owner's Association remain in perpetuity, establish assessments, and maintenance responsibilities. Developer agrees to set up/join said Association and record said covenants prior to the conveyance of any parcels to any non-Developer/Owner controlled person or entity.

SECTION B. Annexation, Zoning and City Responsibility

1. Subsequent to the approval of this Annexation Agreement, the City agrees to adopt an ordinance annexing the Subject Property to the City pursuant to an Annexation Petition, subject to the terms and conditions herein.
2. In the event that an Annexation Petition for the Subject Property is not filed within ninety (90) days, the City may void this Agreement by ordinance.
3. Subsequent to Annexation the City agrees to adopt an ordinance classifying the Subject Property as B-2 (C) Business District – General Retail and OS-1(C) Conservation, Open Space, and Drainage District with a Conditional Use for a Planned Development, established pursuant this Agreement, and approving the Plan Description for the Subject Property as set forth in Attachment "C".
4. City agrees to the access points from the existing public right-of-way for the Subject Property as identified in Section D.3 of this Agreement pending any applicable State or County review and approval of said access points.
5. Developer of each Parcel shall pay a Fire Department Development Impact Fee pursuant to Section 23-17 of the Code of Ordinances, City of Aurora.

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 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 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. Liberty Street - Additional public right of way on Liberty Street shall be dedicated that provides 50 feet of right of way from Center Line. A five-foot (5') concrete sidewalk on the south adjacent to the property line are required and shall be permitted within the public right of way up to 1 foot off the property line. Streetlights along the south side of Liberty Street shall be installed. An updated traffic impact study shall be provided to the City, reflecting the changes on the access on Liberty Street from a right-in/right- out to a full access. Dedicated turn lanes and roadway widening shall be required on Liberty Street for the proposed access. DEVELOPER RESPONSIBILITY: Developer will dedicate right of way and install the required improvements to this roadway and sidewalk improvements as stated above.
2. N. Eola Road - The public right-of-way to be dedicated and public improvement to be installed

for N. Eola Road shall be determined by the DuPage County Department of Transportation. Any required additional right-of-way dedication must be done prior to Final Engineering approval. An eight-foot (8') asphalt bike path on the west adjacent to the property line are required and shall be permitted within the public right of way up to 1 foot off the property line. The City, at its expense, reserves the right to limit the access off Liberty Street to Right In/Right Out Only should traffic problems arise as determined by the City Engineer in consultation with the traffic engineer and the Aurora Police Department such as left turn stacking problems and safety issues. The City shall provide 90-day written notification to the owner of the City's decision to restrict access. DEVELOPER RESPONSIBILITY: Developer will dedicate right of way and install the required improvements to this roadway and sidewalk improvements as stated above.

3. The access points from the existing public right-of-way for the Subject Property shall meet all applicable codes and ordinances and shall be limited to:
 - a. One full access from Liberty Street.
 - b. One full access from N. Eola Road Street (as permitted by DuPage Department of Transportation).
4. A double-fed public water main system is required to provide adequate fire protection and water service for the Subject Property and each lot.
5. Development of the Subject Property requires that adequate storm and sanitary discharge plans, and other related plans, have been approved by the appropriate City Department, or agency with responsible jurisdiction.
6. Wetland and/or floodplain mitigation shall be subject to review and approval by an appropriate outside agency within responsible jurisdiction.
7. A subsurface drainage investigation report shall be submitted to the City's Engineering Division for review, as per the requirements of the Stormwater Ordinance. Any and all field tiles on the Subject Property must be protected during construction and shall be re-routed.
8. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
9. All stormwater improvements shall be required to follow the Kane County Stormwater Ordinance requirements as adopted by the City.

SECTION F. General Provisions

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

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

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

If to the Developer: Car Wash Pro Designers
6400 N Northwest Hwy, Unit 4
Chicago, IL 60631

If to the Owner: Eola Liberty LLC
408 Palace Street, Unit B
Aurora, IL 60506

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 with regard to development so long as said fees are uniformly applied in the City except for fees that the City elects to rebate to developers pursuant to an annexation or development agreement.

(SIGNATURE PAGES TO FOLLOW)

Executed in Aurora, Illinois.

SIGNED BY OWNER on the ____ day of _____, _____.

Name: _____

Executed in Aurora, Illinois.

SIGNED BY DEVELOPER on the ____ day of _____, _____.

Name: _____

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): Southwest corner of Liberty Street and Eola Road
Tax Parcel Number: 07-20-102-019; 07-20-102-009

PARCEL ONE:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER 1683.10 FEET; THENCE NORTH 88 DEGREES 40 MINUTES EAST 506.93 FEET TO THE ORIGINAL CENTER LINE OF EOLA ROAD; THENCE NORTHERLY ALONG SAID CENTER LINE 340.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 40 MINUTES WEST 519.46 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 538.24 FEET TO THE CENTER LINE OF LIBERTY STREET; THENCE EASTERLY ALONG THE CENTER LINE OF SAID LIBERTY STREET 544.70 FEET TO THE ORIGINAL CENTER LINE OF SAID EOLA ROAD; THENCE SOUTHERLY ALONG THE ORIGINAL CENTER LINE OF EOLA ROAD 599.35 FEET TO THE POINT OF BEGINNING,

EXCEPT

THAT PART THEREOF CONVEYED BY DOCUMENT R94-065962 DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE SOUTH 0 DEGREES 09 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 1343.48 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 55 SECONDS EAST 485.62 FEET TO A POINT ON THE WEST LINE OF EOLA ROAD FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 28 MINUTES 55 SECONDS WEST 33.69 FEET; THENCE NORTH 2 DEGREES 13 MINUTES 15 SECONDS EAST 487.50 FEET FOR A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 65.00 FEET, HAVING A CHORD BEARING OF NORTH 47 DEGREES 56 MINUTES 54 SECONDS WEST A DISTANCE OF 113.83 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF LIBERTY STREET; THENCE NORTH 83 DEGREES 11 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 112.40 FEET TO A POINT IN THE WEST LINE OF EOLA ROAD; THENCE SOUTH 2 DEGREES 15 MINUTES 33 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 570.02 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT

EXCEPT THAT PART THEREOF DESCRIBED BY COMMENCING AT A STONE IN THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION. 805.4 FEET TO THE CENTER OF THE AURORA AND WARRENVILLE ROAD (LIBERTY STREET) FOR A PLACE OF BEGINNING; THENCE NORTH 81 DEGREES 50 MINUTES EAST ALONG THE CENTER LINE OF SAID ROAD, 60 FEET; THENCE SOUTH PARALLEL WITH THE SECTION LINE, 133.34 FEET; THENCE SOUTH 81 DEGREES 50 MINUTES WEST PARALLEL WITH THE CENTER LINE OF THE AURORA AND WARRENVILLE ROAD, 60 FEET TO THE WEST LINE OF SECTION 20 AFORESAID; THENCE NORTH ON SAID WEST LINE, 133.34 FEET TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY: COMMENCING AT A STONE IN THE

NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION. 805.4 FEET TO THE CENTER OF THE AURORA AND WARRENVILLE ROAD (LIBERTY STREET) FOR A PLACE OF BEGINNING; THENCE NORTH 81 DEGREES 50 MINUTES EAST ALONG THE CENTER LINE OF SAID ROAD, 60 FEET; THENCE SOUTH PARALLEL WITH THE SECTION LINE, 133.34 FEET; THENCE SOUTH 81 DEGREES 50 MINUTES WEST PARALLEL WITH THE CENTER LINE OF THE AURORA AND WARRENVILLE ROAD, 60 FEET TO THE WEST LINE OF SECTION 20 AFORESAID; THENCE NORTH ON SAID WEST LINE, 133.34 FEET TO THE PLACE OF BEGINNING, ALL 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

EXHIBIT “B”

A PLAN DESCRIPTION FOR LIBERTY AND EOLA SUBDIVISION
LOCATED AT THE SOUTHWEST CORNER OF LIBERTY STREET AND N. EOLA ROAD
CONSISTING OF 5.609 ACRES

A Plan Description for the property at the southwest corner of Liberty Street and N. Eola Road with B-2 (C) Business District – General Retail and OS-1 (C) Conservation, Open Space and Drainage Zoning, with a Conditional Use Planned Development for the Liberty and Eola Subdivision 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:

- 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.
- 31.1 (3) To promote the development of commercial facilities in existing or planned commercial areas.
- 32.0 To enhance the positive and minimize the negative impact and relationships that the location, design and appearance of commercial activities have on traffic patterns and on the stability and vitality of surrounding neighborhoods, other commercial centers, and the City as a whole.
- 91.1 (3) To encourage the maintenance and enforcement of Federal and State environmental quality standards

II. GENERAL CHARACTER

A. EXISTING CONDITIONS

1. Subject Property

The Subject Property consists of approximately 5.609 acres lying at the southwest corner of Liberty Street and N. Eola Road. The property is currently vacant. The property lies within the Indian Prairie School District #204 boundaries. The property is currently unincorporated DuPage County. The Comprehensive Plan designates the Subject Property as Commercial.

2. Surrounding Property

North: The surrounding property to the north is zoned PDD Planned Development District, with a Multi-Family Dwelling (1140) and Stormwater management facilities (7300) uses, and the Comprehensive Plan designates the property as Conservation, Open Space, Recreation and Drainage and High Density Residential.

South: The surrounding property to the south is zoned Unincorporated DuPage County, with a vacant use, and the Comprehensive Plan designates the property as Commercial.

East: The surrounding property to the east is zoned Unincorporated DuPage County, with a One-Family Dwelling (1110) uses, and the Comprehensive Plan designates the property as Commercial.

West: The surrounding property to the west is zoned PDD Planned Development District, with a One-Family Dwelling (1110) use, and the Comprehensive Plan designates the property as Low Density Residential.

III. DEVELOPMENT STANDARDS FOR EACH PARCEL

A. ZONING

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

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

1. Parcel A: B-2 (C) Business District – General Retail

1.1. Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel A contains two zoning lots of approximately 3.34 acres. Upon approval of this document, said property shall be designated as B-2 (C) Business District – General Retail Zoning, with a Conditional Use Planned Development on the Zoning Map of the City ("Zoning Map"), and be regulated by 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 49-108.3 titled B-2 Business District – General Retail, except as modified herein.

1.2. Statement of Intent

The B–2 Business District – General Retail, 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 car wash and a building with a mix of commercial uses. Access to the property will be from Liberty Street and N. Eola Road.

1.3 Use Regulations

1. This property shall be limited to those uses permitted in the B–2 Business District – General Retail, Section 49-108.3 of the Zoning Ordinance, with the following modifications:
 - a. The following additional use shall be permitted:
 - (1) Car Wash, Single Bay (2832) – limited to one on Lot 2
 - b. The following uses shall be prohibited:
 - (1) Pawnshop (2160)
 - (2) Used Clothing Store (2120)
 - (3) Alternative Financial Institutions (2220)
 - (4) Laundromat (2610)
 - (5) Tattoo Parlor

1.4 Bulk Restrictions

1. This property shall be subject to the Bulk Restrictions in the B–2 Business District – General Retail, Section 49-108.3, and Section 49-105 of the Zoning Ordinance with the following modifications:
 - a. Minimum setbacks shall be as follows:
 - (1) Front Yard Setback: thirty feet (30')
 - (2) Exterior Side Yard Setback: thirty feet (30')
 - (3) Interior Side Yard Setback for Lot 1 abutting residential(western property setback line): fifty feet (50')
 - (4) Interior Side and Rear Yard: Five feet (5')
 - b. Photometric Plan – A Photometric Plan must be provided at time of Final Plan for each Lot that shows a footcandle of less than 0.5 along the western property line of Lot 1
 - c. All Landscaping and Screening shall be pursuant to Section 49-105.4 “Landscaping” of the Aurora Zoning Ordinance with the following modifications:
 - (1) A three to five foot berm shall be provided on the western property line of Lot 1 within the 50 foot setback and shall be

installed at the time of construction of the first lot to be developed and prior to the issuance of a building permit for the first lot to be developed..

- (2) The Perimeter Yard Requirement and the Buffer Yard Requirement for the western property line of Lot 1 shall be installed at the time of construction of the first lot to be developed and prior to the issuance of a building permit for the first lot to be developed.
- (3) In addition to the Landscape and Screening Provision requirements, an eight foot privacy fence shall be installed on the western property line of Lot 1 at the time of construction of the first lot to be developed and prior to the issuance of a building permit for the first lot to be developed.

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 2.27 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, 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 will be developed as detention and open space. Access to the property will be from N. Eola Road.

2.3 Use Regulations

1. This property shall be limited to those uses permitted in the OS-1 Conservation, Open Space and Drainage District, Section 49-106.4 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. PUBLIC IMPROVEMENTS

1. Liberty Street - Additional public right of way on Liberty Street shall be dedicated. A five-foot (5') concrete sidewalk on the south adjacent to the property line are required and shall be permitted within the public right of way up to 1 foot off the property line. Streetlights along the south side of Liberty Street shall be installed. An updated traffic impact study shall be provided to the City, reflecting the changes on the access on Liberty Street from a right-in/right- out to a full access. Dedicated turn lanes and roadway widening shall be required on Liberty Street for the proposed access. The City, at its expense, reserves the right to limit the access off Liberty Street to Right In/Right Out Only should traffic problems arise as determined by the City Engineer in consultation with the traffic engineer and the Aurora Police Department such as left turn stacking problems and safety issues. The City shall provide 90-day written notification to the owner of the City's decision to restrict access. DEVELOPER RESPONSIBILITY: Developer will dedicate right of way and install the required improvements to this roadway and sidewalk improvements as stated above.
2. N. Eola Road - The public right-of-way to be dedicated and public improvement to be installed for N. Eola Road shall be determined by the DuPage County Department of Transportation. Any required additional right-of-way dedication must be done prior to Final Engineering approval. An eight-foot (8') asphalt bike path on the west adjacent to the property line are required and shall be permitted within the public right of way up to 1 foot off the property line. DEVELOPER RESPONSIBILITY: Developer will dedicate right of way and install the required improvements to this roadway and sidewalk improvements as stated above.
3. A five-foot (5') concrete sidewalk or eight-foot (8') asphalt path is required to be installed by the Developer along all property lines adjacent to public streets, including along the entire frontage on N. Eola Road. 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 ONE:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER 1683.10 FEET; THENCE NORTH 88 DEGREES 40 MINUTES EAST 506.93 FEET TO THE ORIGINAL CENTER LINE OF EOLA ROAD; THENCE NORTHERLY ALONG SAID CENTER LINE 340.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 40 MINUTES WEST 519.46 FEET TO SAID WEST LINE; THENCE NORTH ALONG SAID WEST LINE 538.24 FEET TO THE CENTER LINE OF LIBERTY STREET; THENCE EASTERLY ALONG THE CENTER LINE OF SAID LIBERTY STREET 544.70 FEET TO THE ORIGINAL CENTER LINE OF SAID EOLA ROAD; THENCE SOUTHERLY ALONG THE ORIGINAL CENTER LINE OF EOLA ROAD 599.35 FEET TO THE POINT OF BEGINNING,

EXCEPT

THAT PART THEREOF CONVEYED BY DOCUMENT R94-065962 DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 20; THENCE SOUTH 0 DEGREES 09 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 20 A DISTANCE OF 1343.48 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 55 SECONDS EAST 485.62 FEET TO A POINT ON THE WEST LINE OF EOLA ROAD FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 28 MINUTES 55 SECONDS WEST 33.69 FEET; THENCE NORTH 2 DEGREES 13 MINUTES 15 SECONDS EAST 487.50 FEET FOR A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 65.00 FEET, HAVING A CHORD BEARING OF NORTH 47 DEGREES 56 MINUTES 54 SECONDS WEST A DISTANCE OF 113.83 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF LIBERTY STREET; THENCE NORTH 83 DEGREES 11 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 112.40 FEET TO A POINT IN THE WEST LINE OF EOLA ROAD; THENCE SOUTH 2 DEGREES 15 MINUTES 33 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 570.02 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT

EXCEPT THAT PART THEREOF DESCRIBED BY COMMENCING AT A STONE IN THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION. 805.4 FEET TO THE CENTER OF THE AURORA AND WARRENVILLE ROAD (LIBERTY STREET) FOR A PLACE OF BEGINNING; THENCE NORTH 81 DEGREES 50 MINUTES EAST ALONG THE CENTER LINE OF SAID ROAD, 60 FEET; THENCE SOUTH PARALLEL WITH THE SECTION LINE, 133.34 FEET; THENCE SOUTH 81 DEGREES 50 MINUTES WEST PARALLEL WITH THE CENTER LINE OF THE AURORA AND WARRENVILLE ROAD, 60 FEET TO THE WEST LINE OF SECTION 20 AFORESAID; THENCE NORTH ON SAID WEST LINE, 133.34 FEET TO THE PLACE OF BEGINNING, ALL IN DUPAGE

COUNTY, ILLINOIS.

PARCEL TWO:

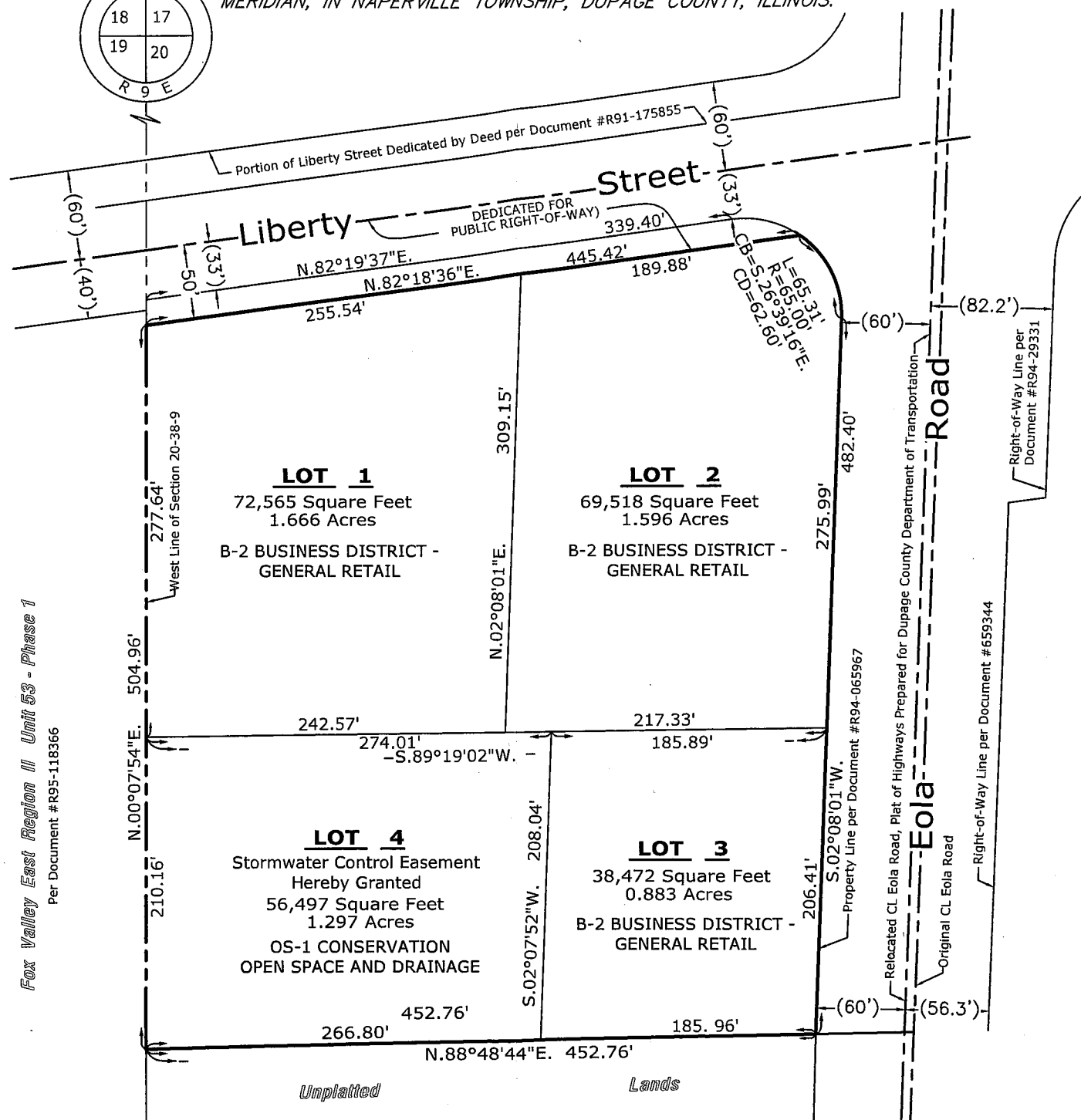
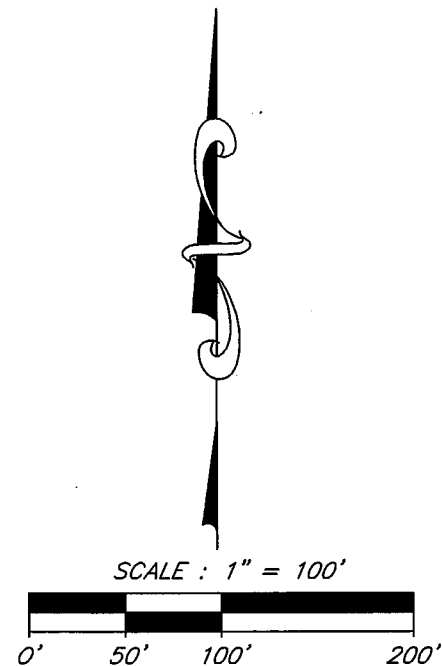
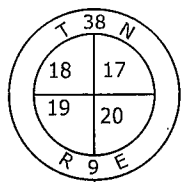
THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY: COMMINCING AT A STONE IN THE NORTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION. 805.4 FEET TO THE CENTER OF THE AURORA AND WARRENVILLE ROAD (LIBERTY STREET) FOR A PLACE OF BEGINNING; THENCE NORTH 81 DEGREES 50 MINUTES EAST ALONG THE CENTER LINE OF SAID ROAD, 60 FEET; THENCE SOUTH PARALLEL WITH THE SECTION LINE, 133.34 FEET; THENCE SOUTH 81 DEGREES 50 MINUTES WEST PARALLEL WITH THE CENTER LINE OF THE AURORA AND WARRENVILLE ROAD, 60 FEET TO THE WEST LINE OF SECTION 20 AFORESAID; THENCE NORTH ON SAID WEST LINE, 133.34 FEET TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

ATTACHMENT "B"
MAP OF DEVELOPMENT PARCELS

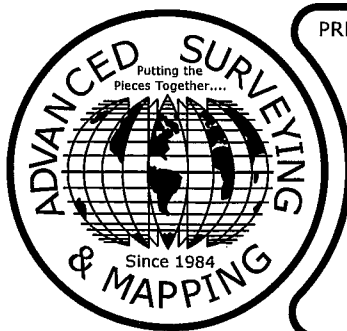
LOCATION MAP

CITY RESOLUTION: _____
 PASSED ON: _____

OF PART OF THE NORTHWEST QUARTER OF SECTION 20,
 TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
 MERIDIAN, IN NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.



Fox Valley East Region II Unit 53 - Phase 1
 Per Document #R95-118366



PREPARED BY:



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PREPARED FOR:



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 Ph: 847/698-6400

NO.	DATE	REVISION
1.	10/24/2023	ISSUED ZONING MAP

SITE DESIGNATION INFORMATION:
 SOUTHWEST CORNER OF
 LIBERTY STREET & EOLA ROAD
 AURORA, IL 60502

PROJECT NO.
 718006ZM

DRAWN BY: EM CHECKED BY: SVK

MAP
 SHEET 1 OF 1