

# City of Aurora

Development Services Department | Zoning and Planning Division

44 E. Downer Place | Aurora, IL 60505

Phone: (630) 256-3080 | Fax: (630) 256-3089 | [Web: www.aurora-il.org](http://www.aurora-il.org)



## Land Use Petition

### Subject Property Information

Address / Location: southeast corner of Eola Road and Del Webb Boulevard

Parcel Number(s): 01-18-100-010, 01-18-100-011, 01-18-200-005, 01-18-200-004, 01-18-205-001

### Petition Request

Requesting approval of a Final Plat for Lincoln Crossing South Subdivision located at southeast corner of Eola Road and Del Webb Boulevard

Requesting approval of a Final Plan for Lincoln Crossing South Subdivision located at southeast corner of Eola Road and Del Webb Boulevard

### Attachments Required

(a digital file of all documents is also required)

Development Tables Excel Worksheet - digital only (1-0)

Word Document of: Legal Description (2-1)

One Paper and pdf Copy of:

Qualifying Statement (2-1)

Plat of Survey (2-1)

Legal Description (2-1)

Letter of Authorization (2-2)

Existing or Proposed CC&R (2-1)

Fire Access Plan (2-6)

Address Plat (2-17)

Final Engineering Plans (2-16)

Stormwater Permit Application (App 1-14)

Stormwater Report (2-10)

Drain Tile Survey (if you haven't done one for this area)

Soil Investigation Report

Wetland Determination Report / Letter by

Design Professional

Final Plan (2-4)

Final Plat (2-5)

Landscape Plan (2-7)

Building and Signage Elevations (2-11)

Setback Exhibit with lot designations

**Petition Fee: \$3,029.35**

**Payable to: City of Aurora**

I hereby affirm that I have full legal capacity to authorize the filing of this Petition and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signatory invites City representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Petition.

The Subject Property Owner must sign this form unless the Contact Person has been authorized to do so per a letter that is attached hereto. If Signator is NOT the Subject Property Owner a Letter of Authorization with owner's Name and contact information is required.

Authorized Signature: Matthew T. Brolley Date 1-22-2024

Print Name and Company: MATTHEW T. BROLLEY, PULTE HOME COMPANY

I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that the authorized signer is personally known to me to be the same person whose name is subscribed to the foregoing instrument and that said person signed sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

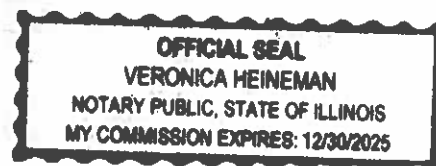
Given under my hand and notary seal this 22nd day of JANUARY, 2024.

State of ILLINOIS ) SS

County of COOK )

Veronica Heineman  
Notary Signature

NOTARY PUBLIC SEAL





## Land Use Petition

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Requesting approval of a Final Plan for Lincoln Crossing South Subdivision located at southeast corner of Eola Road and Del Webb Boulevard

**Attachments Required (a digital file of all documents is also required)**

Development Tables Excel Worksheet - digital only (1-0)	Fire Access Plan (2-6)	Final Plan (2-4)
Word Document of: Legal Description (2-1)	Address Plat (2-17)	Final Plat (2-5)
	Final Engineering Plans (2-16)	Landscape Plan (2-7)
One Paper and pdf Copy of:	Stormwater Permit Application (App 1-14)	Building and Signage Elevations (2-11)
Qualifying Statement (2-1)	Stormwater Report (2-10)	Setback Exhibit with lot designations
Plat of Survey (2-1)	Drain Tile Survey (if you haven't done one for this area)	
Legal Description (2-1)	Soil Investigation Report	
Letter of Authorization (2-2)	Wetland Determination Report / Letter by	
Existing or Proposed CC&R (2-1)	Design Professional	

**Petition Fee: \$3,029.35 Payable to: City of Aurora**

I hereby affirm that I have full legal capacity to authorize the filing of this Petition and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signatory invites City representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Petition.

The Subject Property Owner must sign this form unless the Contact Person has been authorized to do so per a letter that is attached hereto. If Signator is NOT the Subject Property Owner a Letter of Authorization with owner's Name and contact information is required.

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Company: \_\_\_\_\_

I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that the authorized signer is personally known to me to be the same person whose name is subscribed to the foregoing instrument and that said person signed sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_.

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

NOTARY PUBLIC SEAL

\_\_\_\_\_  
Notary Signature

## Project Contact Information Sheet

**Project Number:**

**Petitioner Company (or Full Name of Petitioner):**

Pulte Home Company, LLC

**Owner**

First Name: James Initial: \_\_\_\_\_ Last Name: Hamman Title: \_\_\_\_\_  
Company Name: Lincoln Prairie Aurora LLC  
Job Title: Manager  
Address: 6275 State Route 71  
City: Oswego State: IL Zip: 60543  
Email Address: \_\_\_\_\_ Phone No.: 630-330-9317 Mobile No.: \_\_\_\_\_

**Main Contact (The individual that signed the Land Use Petition)**

Relationship to Project: Contract Purchaser  
Company Name: Pulte Home Group  
First Name: Matt Initial: \_\_\_\_\_ Last Name: Brolley Title: \_\_\_\_\_  
Job Title: Land Entitlement Manager  
Address: 1900 E. Golf Rd., Suite 300  
City: Schaumburg State: IL Zip: 60173  
Email Address: matt.brolley@pultegroup.com Phone No.: 630-777-2973 Mobile No.: \_\_\_\_\_

**Additional Contact #1**

Relationship to Project: Attorney  
Company Name: Rosanova & Whitaker, Ltd.  
First Name: Russell Initial: \_\_\_\_\_ Last Name: Whitaker Title: \_\_\_\_\_  
Job Title: Attorney  
Address: 127 Aurora Avenue  
City: Naperville State: IL Zip: 60540  
Email Address: russ@rw-attorneys.com Phone No.: 630-355-4600 ex Mobile No.: \_\_\_\_\_

**Additional Contact #2**

Relationship to Project: Engineer  
Company Name: Manhard Consulting  
First Name: Joe Initial: \_\_\_\_\_ Last Name: Iovinelli Title: \_\_\_\_\_  
Job Title: Senior Project Manager  
Address: 333 E. Butterfield Rd, Suite 600  
City: Lombard State: IL Zip: 60148  
Email Address: jiovinelli@manhard.com Phone No.: 630-925-1110 Mobile No.: \_\_\_\_\_

**Additional Contact #3**

Relationship to Project: Consultant  
Company Name: SEC Planning  
First Name: Peter Initial: \_\_\_\_\_ Last Name: Verdicchio Title: \_\_\_\_\_  
Job Title: Coordinator for Del Webb portions of the project  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email Address: peterv@secplanning.com Phone No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

**Additional Contact #4**

Relationship to Project: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

## Filing Fee Worksheet

**Project Number:** 0

**Petitioner:** Pulte Home Company, LLC

**Number of Acres:** 34.41

**Number of Street Frontages:** 2.00

**Non-Profit** 0

**Linear Feet of New Roadway:** 0

**New Acres Subdivided (if applicable):** 34.41

**Area of site disturbance (acres):** 34.41

### Filling Fees Due at Land Use Petition:

Request(s):	Final Plan & Plat	\$ 1,779.35
	Final Engineering Filing Fee	\$ 1,250.00

**Total:** **\$3,029.35**

This Calculator is for informational purposes only and all numbers are subject to verification by the Review Planner.

Verified By: Tracey Vacek

Date: 1/18/2024



Civil Engineering

Surveying

Water Resources Management

Construction Management

Landscape Architecture

Land Planning

January 19, 2024

Tracey Vacek  
Senior Planner  
City of Aurora Zoning and Planning Division  
77 S. Broadway, Aurora, IL, 60507

**RE: LINCOLN CROSSING SOUTH – INITIAL SUBMITTAL  
CITY OF AURORA, ILLINOIS**

Dear Tracey:

Please find the enclosed USB with digital files, along with hard copies of the following documents for your review and approval related to Lincoln Crossing South:

- Project Information Sheet
- (1-0) Development Tables Excel Worksheet (Digital Only)
- (1-3) Land Use Petition (Signed copy to be submitted separately)
- (1-5) Project Contact Information Sheet
- (1-6) Filing Fee Worksheet, (Filing Fee: \$3,029.35 To be submitted separately)
- (2-1) Word Document of Legal Description
- (2-1) Qualifying Statement
- (2-1) Plat of Survey
- (2-2) Letter of Authorization
- (2-4) Final Plan, (Two copies)
- (2-5) Final Plat of Subdivision, (Two copies)
- (2-6) Fire Access Plan, (Two copies)
- (2-7) Landscape Plan, (Two copies)
- (2-10) Stormwater Report
- (2-11) Signage Elevations (Two copies)
- (2-11) *Building Elevations– Previously Approved, (Two copies)*
- (2-16) Final Engineering Plans
- (2-16) Eola Road Phase 2 Improvements
- (2-17) Address Plat (Two copies)
- (App 1-14) Stormwater Permit Application
- *Composite Lotting Exhibit\_2023-12-18*
- *Setback Exhibit with Lot Designations*
- *Soil Investigation Report – Previously Sent*
- *Wetland Delineation Report – Previously Sent*

If you have any questions or need any additional information, please contact us.

Yours Truly,  
MANHARD CONSULTING, LTD.

A handwritten signature in blue ink, appearing to read 'Joe Iovinelli', written over a horizontal line.

Joe Iovinelli, P.E.  
Senior Project Manager

**LEGAL DESCRIPTION  
OF  
LINCOLN CROSSING SOUTH  
AURORA, ILLINOIS**

LOT 558 IN LINCOLN PRAIRIE BY DEL WEBB – PHASE 1A, BEING A SUBDIVISION OF PART OF SECTION 17 AND SECTION 18, IN TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 2022, AS DOCUMENT R2022037215, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF WILL, STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF LOT 558 IN LINCOLN PRAIRIE BY DEL WEBB - PHASE 1A RECORDED AS DOCUMENT NUMBER R2022-037215, SAID CORNER BEING ON THE WESTERLY BOUNDARY OF LOT 559 IN SAID LINCOLN PRAIRIE BY DEL WEBB - PHASE 1A; THENCE ALONG SAID WESTERLY BOUNDARY FOR THE NEXT THREE (3) COURSES: (1) THENCE SOUTH 15 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 526.00 FEET; (2) THENCE SOUTH 03 DEGREES 52 MINUTES 30 SECONDS WEST, A DISTANCE OF 470.00 FEET; (3) THENCE SOUTH 17 DEGREES 53 MINUTES 12 SECONDS EAST, A DISTANCE OF 155.72 FEET; THENCE SOUTH 62 DEGREES 29 MINUTES 00 SECONDS WEST, A DISTANCE OF 1286.06 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 30 PER DOCUMENT NUMBER 355964; THENCE NORTH 27 DEGREES 31 MINUTES 00 SECONDS WEST, ALONG SAID PARALLEL LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 30 PER DOCUMENT NUMBER 2020-116928, A DISTANCE OF 809.74 FEET; THENCE ALONG THE SOUTHEASTERLY AND EASTERLY RIGHT-OF-WAY LINE OF EOLA ROAD PER DOCUMENT NUMBER 2020-116928 FOR THE NEXT THREE (3) COURSES: (1) THENCE NORTH 17 DEGREES 28 MINUTES 25 SECONDS EAST, A DISTANCE OF 28.65 FEET; (2) THENCE NORTH 62 DEGREES 28 MINUTES 58 SECONDS EAST, A DISTANCE OF 246.99 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 930.12 FEET, A CHORD BEARING NORTH 38 DEGREES 02 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 902.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF SAID LOT 558; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 558 FOR THE NEXT FOUR (4) COURSES: (1) THENCE SOUTH 76 DEGREES 24 MINUTES 32 SECONDS EAST, A DISTANCE OF 84.54 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 95.00 FEET, AN ARC DISTANCE OF 173.48 FEET, A CHORD BEARING NORTH 51 DEGREES 16 MINUTES 36 SECONDS EAST, AND A CHORD DISTANCE OF 150.36 FEET TO A POINT ON A NON-TANGENT CURVE; (3) THENCE EASTERLY, ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 814.00 FEET, AN ARC DISTANCE OF 229.61 FEET, A CHORD BEARING NORTH 82 DEGREES 06 MINUTES 46 SECONDS EAST, AND A CHORD DISTANCE OF 228.85 FEET TO A POINT OF TANGENCY; (4) THENCE NORTH 74 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,498,973 SQUARE FEET (34.412 ACRES), MORE OR LESS.

STATE OF ILLINOIS       )  
  )  
COUNTY OF WILL        )  
  )  
CITY OF AURORA         )

**PETITION TO THE CITY OF AURORA**  
**FOR APPROVAL OF LINCOLN CROSSING SOUTH**

**THE UNDERSIGNED** Petitioner, Pulte Home Company, LLC (hereinafter the “Petitioner” or “Pulte”), a Michigan limited liability company, respectfully submits this Petition to the City of Aurora (the “City”) for i) approval of Final Plat of Subdivision (“Final Plat”); ii) approval of a Final Plan (“Final Plan”); and iii) approval of an amendment to the Plan Description for Lincoln Prairie pursuant to the appropriate provisions of the City of Aurora’s Municipal Code (hereinafter the “Code”) for the property legally described on **Exhibit A** (the “Property”) and depicted on the Final Plat submitted herewith as **Exhibit B**.

**BACKGROUND INFORMATION**

1. The Owner of the Property is Lincoln Prairie Aurora LLC, an Illinois limited liability company having an office at 6275 State Route 71, Oswego, Illinois 60543 (the “Owner”).
2. The contract purchaser and Petitioner herein is Pulte Home Company, LLC, a Michigan limited liability company having an office at 1900 E. Golf Road, Schaumburg, Illinois 60173.
3. The Property consists of approximately thirty-four and 412/1000 (34.412) acres and is located east of the intersection of Eola Road and US Route 30 and south of Del Webb Boulevard.
4. The Property is part of the larger Lincoln Prairie Planned Development District (“Lincoln Prairie”).
5. Petitioner is under contract to purchase a number of phases in Lincoln Prairie,

including the Property, as depicted on the General Land Use Plan attached as **Exhibit C**.

6. The Property is subject to the terms of the Amended and Restated Annexation Agreement for Lincoln Prairie Located South of Wolf’s Crossing Road, West of the CN Railroad, East of US Route 30, and Noth of 111th Street approved on April 27, 2021 by Ordinance No: 021-018 and recorded as Document No. R2021070250 in the Will County Recorder’s office (“Annexation Agreement”).

7. Exhibit “C” to the Annexation Agreement includes a Plan Description for Lincoln Prairie Located South of Wolf’s Crossing, East of US Route 30, North of 111th Street, west of the Canadian National Rail Line on Approximately 530 Acres (“Plan Description”).

8. Petitioner requests an amendment to the Plan Description, a redlined copy of which is included herewith as **Exhibit D**.

9. The proposed development complies with the terms of the Annexation Agreement and intent of the associated Plan Description.

10. The proposed entitlement requests meet all City and State requirements for the development of property and will facilitate the beneficial use of the Subject Property as stated below.

### **QUALIFYING STATEMENT**

Pulte seeks to develop the Property with ninety-seven (97) traditional detached single-family residences. The proposed development, to be known Lincoln Crossing South (“Development” or “Lincoln Crossing South”), will consist of two distinct home options – The Meadows (30 lots) and The Estates (67 lots). The Meadows and The Estates are Pulte’s standard home line-up, consisting of 40’-wide and 50’-wide homes situated on 55-wide and 65-wide lots, respectfully. The Meadows and The Estates were recently offered in the Lincoln Crossing I



development located to the northeast of the proposed Lincoln Crossing South development and were received with overwhelming success.

It has been Pulte's experience in recent years that in the single-family residential market, homebuyers are interested in smaller lots, reducing the time and money spent on maintenance and upkeep of larger lots. Families lead much busier lives and choose to spend time and money on other activities and products rather than the upkeep of a large yard. In fact, over the last ten (10) years, and especially since the COVID pandemic, minimum lot sizes in Pulte's residential subdivisions have been steadily decreasing. Instead, there is increased purchaser demand for more options associated with the livability of the home, including sunrooms, smart home upgrades, upgraded flooring, gourmet kitchens and upgraded bathroom options and less yard.

The proposed plans reflect this market demand, offering different entrance points for prospective purchasers based on home/lot size and price. The Meadows Series homes will range in size from 2,391 to 3,158 square feet for the largest Meadows model with all options and will offer 3 to 5 bedrooms and 2.5 to 3.5 baths and two car garages. The Estates Series homes will range in size from 2,899 to 3,469 square feet for the largest Estates model with all options, will offer 4 to 6 bedrooms, 2.5 to 4 baths, and a 3 to 4 car garage. The architecture at Lincoln Crossing can be characterized as Americana. The community will feature homes based on traditional styling that includes farmhouse, low country, heritage, and craftsman designs.

The use of professional landscaping design and materials will enhance the overall aesthetics of the development. Landscaping materials will include a mix of parkway trees, decorative trees and shrubs and other landscape materials improving the aesthetics of the Property. Residents will benefit from a multi-use path along U.S. Route 30 that will ultimately extend from Eola Road to 111th Street. Generous perimeter yards will provide the opportunity for landscape

buffering, including a large, 50' buffer between U.S. 30 and the homes on the west side of the Development. Residents will benefit from connectivity to the larger Lincoln Prairie Subdivision, including significant pedestrian pathways throughout the development consistent with City requirements to encourage walkability and create a connected community. The existing pedestrian bridge located just north of the Development will provide easy and safe pedestrian access to the adjacent school property.

The existing stormwater management facility is located on the east side of the proposed subdivision. The stormwater management facility has been designed efficiently and is optimized to provide sufficient stormwater storage for Lincoln Crossing South. Fox Metro sanitary sewer and potable water are available to the Property in the requisite capacity to serve Lincoln Crossing South. Petitioner is working with Fox Metro to annex the Development to Fox Metro. Access to Lincoln Crossing South will be provided via Del Webb Boulevard.

The following bulk standards, as reflected on the Final Plan and Plat included with this submittal, are consistent with the intent of approved Plan Description for the larger Lincoln Prairie development:

1. Maximum lot coverage: 55% of the area of the zoning lot
2. Specific Lot and Building Standard Requirements:
  - a. 55 foot wide lots:
    - (1) Minimum lot size: 7,150 square feet
    - (2) Minimum lot width: 55 feet at the building line
    - (3) Minimum floor area
      - i. One story home: One story homes shall not be permitted.
      - ii. Two story home: 2,000 square feet
    - (4) A full or partial basement shall be required for all dwelling units.
  - b. 65 foot wide lots:
    - (1) Minimum lot size: 8,060 square feet
    - (2) Minimum lot width: 65 feet at the building line
    - (3) Minimum floor area
      - i. One story home: One story homes shall not be permitted.

- ii. Two story home: 2,500 square feet
  - (4) A full or partial basement shall be required for all dwelling units.
  - (5) The minimum ratio of these lot types within the development shall be at least 30%.
- c. Open Space lots:
  - (1) No Minimum lot size and lot width shall be required.
- 3. Minimum setbacks shall be as follows:
  - a. Front Yard Setback: 30 feet
  - b. Rear Yard Setback: 30 feet
  - c. Corner Side Yard Setback: 10 feet
  - d. Reverse Corner Side Yard Setback: 15 feet
  - e. Interior Side Yard Setback: 6 feet, with a separation between building of 14 feet except on lots with a side yard having a 7.5 foot city easement.
- 4. Maximum height: 35 feet or 2.5 stories
- 5. Maximum gross density shall not exceed 2.7 dwelling units per acre
- 6. Permitted Structure and Obstructions shall be pursuant to Section 105.9, "Obstructions" and Table 4 of the Zoning Ordinance, specifically permitting the following:
  - a. Patios, porches, decks or terraces, unroofed shall be permitted obstructions not closer than five (5) feet from the rear property line.
  - b. Architectural elements and other appurtenances thirty-six (36) inches or less, including eaves, shall be permitted obstructions in any required yard or setback, but may not encroach into any city easement.
- 7. All parking and loading shall be pursuant to Section 105.13, "Off-Street Parking and Loading" of the Zoning Ordinance.
- 8. Buffer Yard Requirement: A 30 foot wide landscape out lot shall be provided adjacent to US Route 30.

## **STANDARDS**

***I. The Qualifying Statement shall provide information on how the proposal relates to the following standards:***

*a. The public health, safety, morals, comfort or general welfare.*

It is essential to the public health, comfort, safety, convenience and general welfare to provide diverse housing types and additional housing stock to accommodate the needs of

Aurora's population and commercial uses to support the residents of the City and surrounding areas. Lincoln Crossing South will provide traditional single-family detached residential uses, which will improve the public health, safety, morals, comfort, and general welfare of the City and surrounding areas. Lincoln Crossing South will also improve the underutilized and vacant Property and create consistency and security by providing a residential community complimentary to the surrounding area. Therefore, Lincoln Crossing South, in providing residential uses near other residential uses, will be consistent with and have a positive impact on the public health, safety, morals, comfort and general welfare.

*b. The use and enjoyment of other property already established or permitted in the general area.*

The development of Lincoln Crossing South as traditional single-family detached residential homes will not have a negative effect on the use or enjoyment of the other property in the general area. Lincoln Crossing South is consistent with both the City's recently updated Comprehensive Plan and the approved Final Plan and Final Plat for Lincoln Prairie, providing a cohesive subdivision.

*c. Property values within the neighborhood.*

Petitioner's development of the Property with single-family detached homes will not be a detriment to the property values within the neighborhood nor will it alter the essential character of the neighborhood. Rather, Lincoln Crossing South will preserve and increase property values by developing a property which has historically been vacant and underutilized. Lincoln Crossing South is consistent with the established residential

neighborhoods to the north and east, including Lincoln Crossing I, and will eliminate uncertainty with development of the Property. In addition to removing uncertainty, the construction of new single-family homes will enhance the real estate tax base and will be an overall improvement to the area.

*d. The normal and orderly development and improvement of surrounding property for uses established or permitted within their respective existing zoning districts.*

Lincoln Crossing South is consistent with the intent of the approved Preliminary Plan and Plat for Lincoln Prairie. While Petitioner requests an amendment to the Plan Description, the amendment is consistent with the intent of the greater Lincoln Prairie Subdivision. Specifically, Petitioner requests that the maximum gross density for Parcel 1 as set forth in bulk restrictions of Section III(A)(1)(1.4) of the Plan Description be increased from 2.6 to 2.7. Further, Petitioner clarifies that Parcel 4 and Parcel 5, as described in the Plan Description, are permitted to be divided and aggregated between Parcel 1 and Parcel 2 for purposes of determining bulk regulation standards, such that portions of Parcel 4 and Parcel 5 may be aggregated with Parcel 1 while other portions are aggregated with Parcel 2.

The requested amendment is necessary to promote consistency throughout the Lincoln Prairie Subdivision. The lot sizes and homes depicted on the Final Plat and plans included with this submittal are consistent with the homes previously developed in Lincoln Crossing I located to the northeast of the Subject Property. However, due to location of open space and allocation of stormwater detention throughout different phases of the Lincoln Prairie Subdivision, the density calculations for the different phases are inconsistent despite having similar sized lots and number of homes per buildable acre. The intent of the

proposed amendment to the Plan Description is to correct this inconsistency and provide for consistent development throughout the Lincoln Prairie Subdivision.

*e. Utilities, access road, drainage and/or other necessary facilities.*

City water is available to the Property in the requisite capacity to serve the Development. Fox Metro Water Reclamation District sanitary sewer will be able to service the Property. As mentioned above, an access point at Del Webb Boulevard will serve Lincoln Crossing South and sidewalks and pathways will be constructed throughout the Development consistent with City requirements to encourage walkability and create connected residential communities. Stormwater management facilities for Lincoln Crossing South are designed to provide sufficient storage/drainage to serve the residential community.

*f. Ingress and egress as it relates to traffic congestion in the public streets*

Ingress and egress shall be provided to Lincoln Crossing South an access point at Del Webb Boulevard. All roadways have been designed consistent with Aurora's Subdivision Control Ordinance and City Code. KLOA previously performed a traffic study which concluded that traffic that will be generated by Lincoln Crossing South can be accommodated by the area roadway system and that the proposed access system will be adequate and efficient in serving the proposed traffic created by Lincoln Crossing South.

*g. The applicable regulations of the zoning district in which the subject property is proposed to be or is located.*

The proposed Final Plan and Plat for Lincoln Crossing South is consistent with the

requirements set forth in the Plan Description that was recently approved by the City as part of overall approvals for Lincoln Prairie. As previously mentioned, Petitioner requests an amendment to the Plan Description to increase the maximum gross density for Parcel 1 from 2.6 to 2.7. Further, the Petitioner intends to clarify that Parcel 4 and Parcel 5 may be divided and aggregated between Parcel 1 and Parcel 2 for purposes of determining bulk regulation standards. The lot sizes and homes depicted on the Final Plat and plans included with this submittal are consistent with the homes previously developed in Lincoln Crossing Phase I located to the northeast of the Subject Property. However, due to location of open space and allocation of stormwater detention throughout different phases of the Lincoln Prairie Subdivision, the density calculations for the different phases are inconsistent despite having similar sized lots and number of homes per buildable acre. The intent of the proposed amendment to the Plan Description is to correct this inconsistency and provide for consistent development throughout the Lincoln Prairie Subdivision.

**WHEREFORE**, by reason of the foregoing, the undersigned Petitioner requests approval of a Final Plan and Final Plat of Subdivision for Lincoln Crossing South.

**[Signature to follow on the next page]**

RESPECTFULLY SUBMITTED this 19th day of January, 2024

**PETITIONER:**

**PULTE HOME COMPANY, LLC**  
A Michigan limited liability company

A handwritten signature in black ink, appearing to read "Rosanova & Whitaker", written over a horizontal line.

Rosanova & Whitaker, Ltd.  
Attorney for the Petitioner



**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOT 558 IN LINCOLN PRAIRIE BY DEL WEBB – PHASE 1A, BEING A SUBDIVISION OF PART OF SECTION 17 AND SECTION 18, IN TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 2022, AS DOCUMENT R2022037215, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF WILL, STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

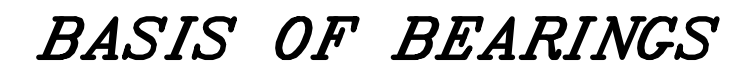
BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF LOT 558 IN LINCOLN PRAIRIE BY DEL WEBB - PHASE 1A RECORDED AS DOCUMENT NUMBER R2022-037215, SAID CORNER BEING ON THE WESTERLY BOUNDARY OF LOT 559 IN SAID LINCOLN PRAIRIE BY DEL WEBB - PHASE 1A; THENCE ALONG SAID WESTERLY BOUNDARY FOR THE NEXT THREE (3) COURSES: (1) THENCE SOUTH 15 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 526.00 FEET; (2) THENCE SOUTH 03 DEGREES 52 MINUTES 30 SECONDS WEST, A DISTANCE OF 470.00 FEET; (3) THENCE SOUTH 17 DEGREES 53 MINUTES 12 SECONDS EAST, A DISTANCE OF 155.72 FEET; THENCE SOUTH 62 DEGREES 29 MINUTES 00 SECONDS WEST, A DISTANCE OF 1286.06 FEET TO A POINT ON A LINE BEING PARALLEL WITH AND 30.00 FEET NORTHEASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 30 PER DOCUMENT NUMBER 355964; THENCE NORTH 27 DEGREES 31 MINUTES 00 SECONDS WEST, ALONG SAID PARALLEL LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 30 PER DOCUMENT NUMBER 2020-116928, A DISTANCE OF 809.74 FEET; THENCE ALONG THE SOUTHEASTERLY AND EASTERLY RIGHT-OF-WAY LINE OF EOLA ROAD PER DOCUMENT NUMBER 2020-116928 FOR THE NEXT THREE (3) COURSES: (1) THENCE NORTH 17 DEGREES 28 MINUTES 25 SECONDS EAST, A DISTANCE OF 28.65 FEET; (2) THENCE NORTH 62 DEGREES 28 MINUTES 58 SECONDS EAST, A DISTANCE OF 246.99 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 930.12 FEET, A CHORD BEARING NORTH 38 DEGREES 02 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 902.16 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF SAID LOT 558; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 558 FOR THE NEXT FOUR (4) COURSES: (1) THENCE SOUTH 76 DEGREES 24 MINUTES 32 SECONDS EAST, A DISTANCE OF 84.54 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 95.00 FEET, AN ARC DISTANCE OF 173.48 FEET, A CHORD BEARING NORTH 51 DEGREES 16 MINUTES 36 SECONDS EAST, AND A CHORD DISTANCE OF 150.36 FEET TO A POINT ON A NON-TANGENT CURVE; (3) THENCE EASTERLY,

ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 814.00FEET, AN ARC DISTANCE OF 229.61 FEET, A CHORD BEARING NORTH 82 DEGREES 06 MINUTES 46SECONDS EAST, AND A CHORD DISTANCE OF 228.85 FEET TO A POINT OF TANGENCY; (4) THENCENORTH 74 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OFBEGINNING.

CONTAINING 1,498,973 SQUARE FEET (34.412 ACRES), MORE OR LESS.

**EXHIBIT B**  
**LINCOLN CROSSING SOUTH FINAL PLAT**

BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF OF SECTION 18 TOWNSHIP 37 NORTH,  
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

[illegible]

### ABBREVIATIONS

### LEGEND

- SUBMITTED BY/RETURN TO:

### *P.I.N.'S*

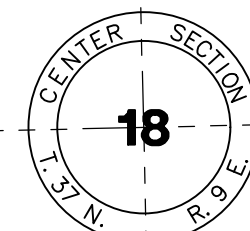
Development Data Table: Final Plat		
Description	Value	Unit
a) Tax/Parcel Identification Number(s) (PINs):		
Part of: 07-01-18-100-010-0020		
Part of: 07-01-18-100-011-0000		
Part of: 07-01-18-200-005-7610		
07-01-18-200-004-7620		
07-01-18-205-001-0000		
b) Subdivided Area	34.412	Acres
	1,498,973	Square Feet
c) Proposed New Right-of-way	6.487	Acres
	282,554	Square Feet
	4,485	Linear Feet of Centerline
d) Proposed New Easements	8.420	Acres
	366,792	Square Feet

PROJ. MGR.: JL  
 PROJ. ASSOC.: JLD  
 DRAWN BY: PGA  
 DATE: 01/10/24  
 SCALE: 1"=150'

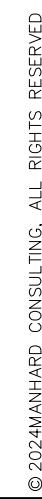
**SHEET**

**1 OF 4**

**PULAUIL01**



<i><b>SHEET INDEX</b></i>	
SHEET 1:	OVERALL BOUNDARY, LEGAL DESCRIPTION
SHEET 2-3:	LOT AND EASEMENT DETAILS
SHEET 4:	CERTIFICATES



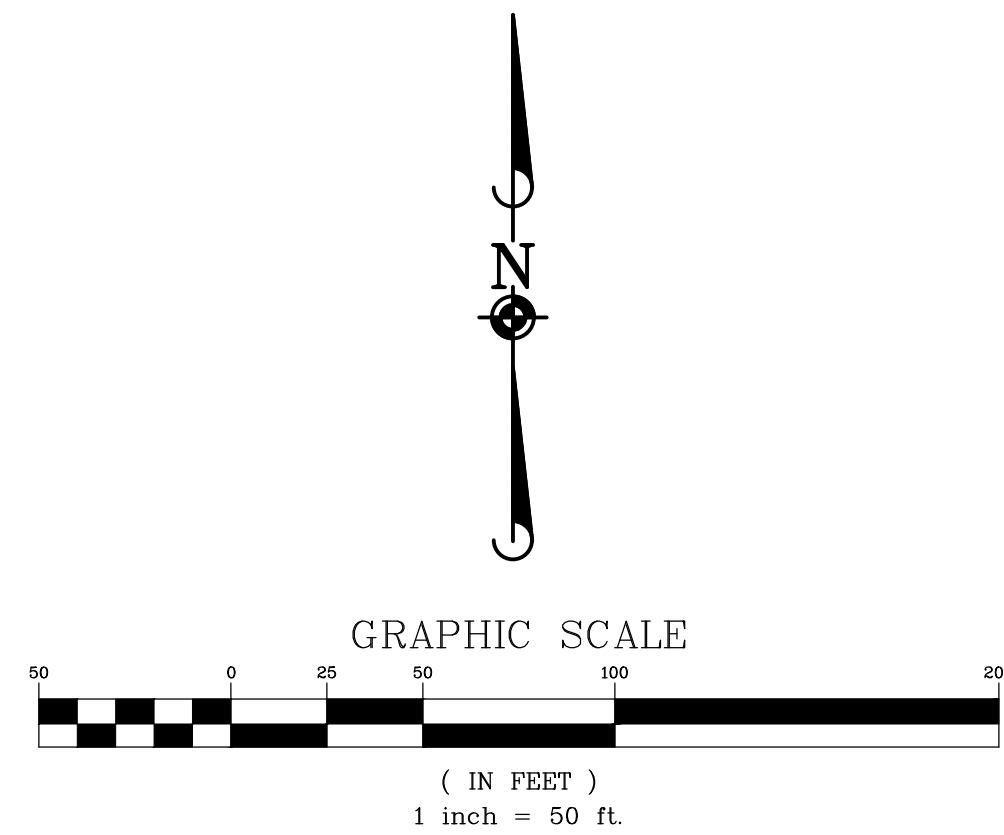
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**PROPOSED PRESENTATION FOR:**

**OWNER: LINCOLN PRAIRIE AURORA LLC**  
**PETITIONER: PULTE HOME COMPANY**  
**1300 E GOLD ROAD, SUITE 300**  
**CHICAGO, IL 60605**

**CONTACT: WATT BROWLEY, P.E.**  
**(630) 777-2973**

**LINCOLN CROSSING SOUTH**

**CITY OF AURORA, ILLINOIS**

**FINAL PLAT OF SUBDIVISION**

PROJ. MGR.: JL  
 PROJ. ASSOC.: JID  
 DRAWN BY: PGA  
 DATE: 01/10/24  
 SCALE: 1"=150'

**SHEET**

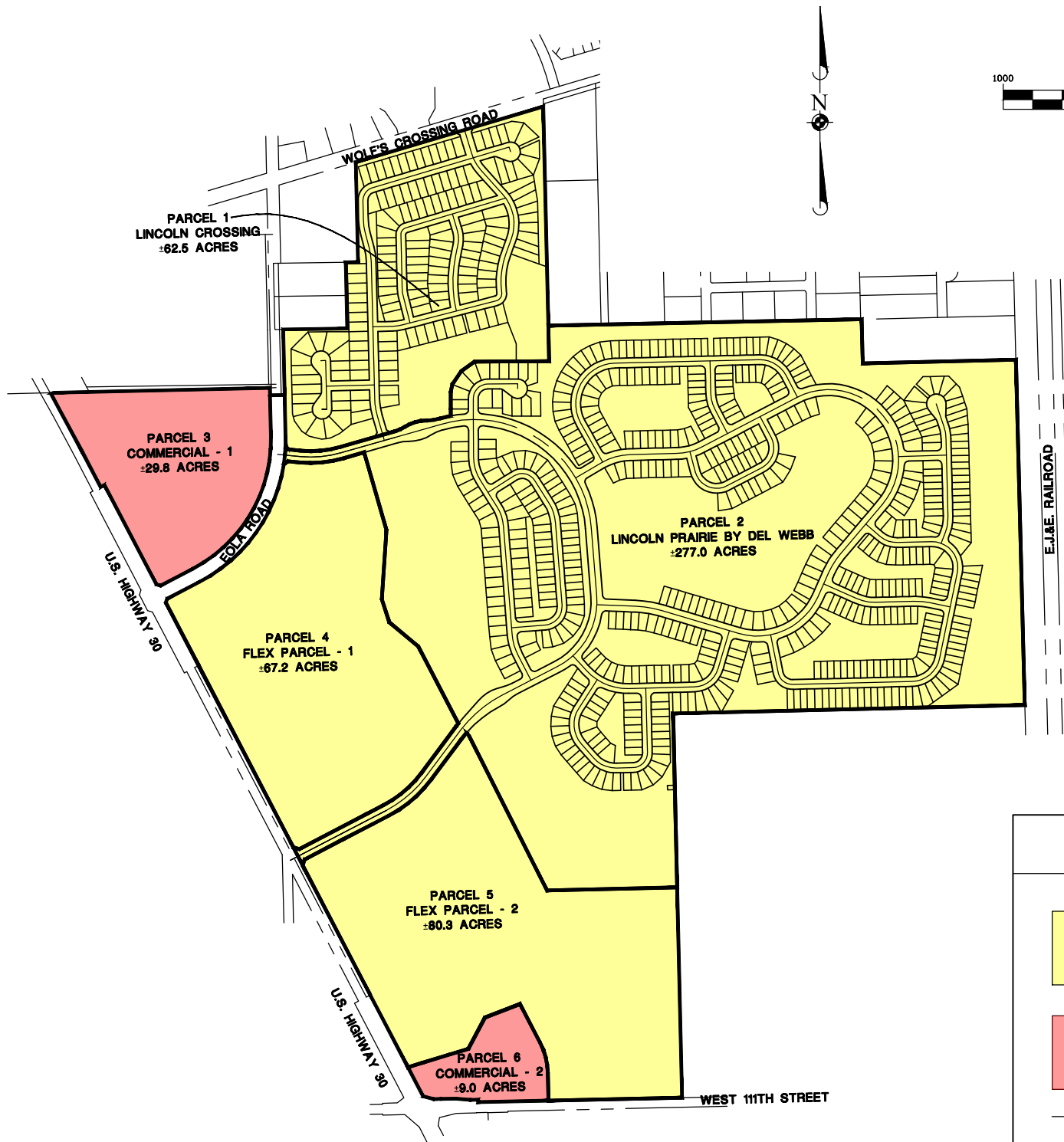
**3 OF 4**

**PULAUIL01**



**EXHIBIT C**  
**GENERAL LAND USE PLAN**





SITE DATA	
<div></div>	LOW DENSITY RESIDENTIAL ±487.0 ACRES
<div></div>	COMMERCIAL ±38.8 ACRES
TOTAL ±525.8	

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DATE	REVISIONS	DRAWN BY



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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PULTE - AURORA			
CITY OF AURORA, ILLINOIS			
GENERAL LAND USE PLAN			
DRAWN BY: AMP	DATE: 3/18/2021	SCALE: 1"=1000'	CODE: PUL.AUIL01

**EXHIBIT D**  
**PROPOSED AMENDED PLAN DESCRIPTION**

**Exhibit “C” / Exhibit “B”**

**A PLAN DESCRIPTION FOR LINCOLN PRAIRIE  
LOCATED SOUTH OF WOLF’S CROSSING, EAST OF US ROUTE 30, NORTH OF 111<sup>TH</sup>  
STREET, WEST OF THE CANADIAN NATIONAL RAIL LINE ON APPROXIMATELY 530  
ACRES**

A Plan Description for Lincoln Prairie Planned Development District located South of Wolf’s Crossing Road, East of US Route 30, North of 111<sup>th</sup> Street and West of the Canadian National Rail Line, Pursuant to Chapter 49 of the Code of Ordinances, City of Aurora, Illinois (“Zoning Ordinance”).

## I. QUALIFYING STATEMENTS

### A. PURPOSE AND DEFINITIONS

This Planned Development District has evolved to assist the Planning and Zoning Commission and City Council in governing their recommendations and actions on the development of the Subject Property as it relates to the existing zoning and land uses in the area.

“Age-restricted community” means a residential housing community or facility for that satisfies the “55 or older housing for older persons” exemptions under the Fair Housing Amendments Act of 1988, and as amended from time-to-time (“FHAA”), including, but not limited to, the provisions of the “Housing for Older Persons Act of 1995” (“HOPA”).

“City Code” means the Code of Ordinances, City of Aurora, Illinois. The City Code is a compilation of enactments by the City Council. In the event of a conflict between the text of the City Code and the text of an ordinance enacted by the City Council, the text of the ordinance shall control. Citations to specific provisions of the City Code reflect the compilation of ordinances at the time of the adoption of this plan description.

“Comprehensive Plan” means the comprehensive plan adopted by the corporate authorities of the City that includes the Subject Property.

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

“Owner” means 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” shall be Pulte Home Company, LLC, and “Owner” shall be Lincoln Prairie Aurora LLC, but shall be held equally accountable for all requirements within this Plan Description.

### B. INTENT

This Plan Description and the Planned Development District described herein has been prepared pursuant to the requirements of the Zoning Ordinance. It is the intent of this document to promote and protect the public health, safety, morals, comfort, and general welfare of the area; and to guide the development toward the realization of the appropriate Physical Development Policies of the 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.

- 11.1(3) To encourage new development contiguous to existing development.
- 11.1(5) To guide and promote development to areas where public utilities, public roads and municipal services are either available or planned.
- 12.1(3) To encourage residential development in close proximity to places of work, shopping and recreation.
- 20.0 To insure the provision of decent housing and a quality living environment for every resident of Aurora.
- 21.0(1) To promote access to housing opportunities for all economic, racial, religious, ethnic and age groups.
- 21.1(2) To promote a wide variety of housing types.
- 23.1(3) To encourage quality design and practicable innovations in both housing structures and site developments to encourage quality design and practicable innovations in both housing structures and site development.
- 23.1(10) To promote the provision of paved roads, sidewalks, utilities and other public works and improvements to each residence within the City through subdivision requirements or special assessments.
- 71.1(3) To work toward accomplishing complete utilities, including water mains and separated storm and sanitary sewer in all parts of the City.
- 71.1(7) To encourage the provision of underground utility lines.

## II. GENERAL CHARACTER

### A. EXISTING CONDITIONS

#### 1. Subject Property

The Subject Property consists of approximately 534 acres lying south of Wolf's Crossing, East of US Route 30, North of 111<sup>th</sup> Street and West of Canadian National Rail Line. The property is currently used for Central Sod Farm. The property lies within the Oswego Community Unit School District #308 and the Fox Valley Park District boundaries. The property is currently zoned PDD in the City of Aurora. The Comprehensive Plan designates the Subject Property as Low Density Residential, Commercial, and Conservation, Open Space, Recreation, Drainage.

#### 2. Surrounding Property

North: A portion of the property to the north is zoned PDD Planned Development District, being the Lakewood Valley Townhomes and Single Family subdivision. The City of Aurora Comprehensive Plan designates this property as Open Space, Medium

Density Residential, Low Density Residential. The unincorporated property to the north is zoned E-1 Residential Rural Estate with residential and recreational uses, A1 Agriculture with agricultural uses, and I-1 Limited Industrial with limited industrial uses in Will County. The Comprehensive Plan designates the property as industrial.

South: The property to the south is zoned A-1 Agriculture with agricultural and religious uses, and I-2 General Industrial with industrial uses in Will County and is not within the City's planning boundaries.

East: The property to the east is zoned E-1 Residential Rural with vacant and recreational uses and A-1 Agriculture with agricultural, utility, railroad, and industrial uses in Will County, and the Plan designates the property as industrial and utility.

West: The property to the west is zoned as a Planned Development District ("PDD") with agricultural uses in the City, and the Comprehensive Plan designates the property as commercial; R-1 One Family Dwelling District with elementary and junior high school uses and recreational uses in the City, and the Comprehensive Plan designates the property as commercial, public, and open space. The property to the West is also zoned E-2 Residential Estate in Will County with residential uses, A-1 Agriculture with agricultural uses and I-2 General Industrial with industrial uses all in Will County. This portion of the property is not within the City's planning boundaries.

### III. DEVELOPMENT STANDARDS FOR EACH PARCEL

#### A. ZONING

The Subject Property shall be zoned PDD (Planned Development District) and shall be divided into four (4) land use areas and six (6) parcels as legally described on Exhibit "B", and generally depicted on Exhibit "D" General Land Use Plan.

The approximate boundaries and acreage of each Parcel is set forth on the General Land Use Plan. The final boundaries of each Parcel shall be defined by the owner and developer of said Parcel provided that any change representing more than ten percent of the acreage set forth on the General Land Use Plan shall require the consent of the City. The final boundaries of a Parcel shall be established by adoption of a Preliminary Plan and Plat for said Parcel. Each Parcel may include one or more phases. Each Parcel may have separate and distinct owners or developers and shall be treated independently. The rights and obligations with respect to a Parcel shall be specific to said Parcel and shall not affect or impair the rights or obligations with respect to any other Parcel.

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

#### 1. General Regulations Applicable to Parcel 1:

##### 1.1. Parcel Size, Use Designation, and Statement of Intent

The parcel referenced within this document and on the General Land Use Plan attached as Parcel 1 contains approximately 65 acres. Upon approval of this document, said property shall be designated as a PDD on the Zoning Map. This parcel is intended to be developed with traditional single-family homes, open space, and stormwater detention / retention. Access to the property will be via Wolf's Crossing Road and Eola Road.

## 1.2 Use Regulations

This parcel shall be limited to detached single-family residences and their appurtenant uses, open space, stormwater management facilities, utilities, landscaping, signage, and a park site with appurtenant uses and recreational equipment..

## 1.3 General Provisions

Except as modified herein, the development of this parcel shall be governed by the provisions of the Zoning Ordinance, including but not limited to the provisions of Section 107.6, R-2 One Family Dwelling District, and by the provisions within this Plan Description.

## 1.4 Bulk Restrictions

1. Maximum lot coverage: 55% of the area of the zoning lot
2. Specific Lot and Building Standard Requirements:
  - a. 55 foot wide lots:
    - (1) Minimum lot size: 7,150 square feet
    - (2) Minimum lot width: 55 feet at the building line
    - (3) Minimum floor area
      - i. One story home: One story homes shall not be permitted.
      - ii. Two story home: 2,000 square feet
    - (4) A full or partial basement shall be required for all dwelling units.
  - b. 65 foot wide lots:
    - (1) Minimum lot size: 8,060 square feet
    - (2) Minimum lot width: 65 feet at the building line
    - (3) Minimum floor area
      - i. One story home: One story homes shall not be permitted.
      - ii. Two story home: 2,500 square feet
    - (4) A full or partial basement shall be required for all dwelling units.
    - (5) The minimum ratio of these lot types within the development shall be at least 30%.

c. Open Space lots:

- (1) No Minimum lot size and lot width shall be required.

3. Minimum setbacks shall be as follows:

- a. Front Yard Setback: 30 feet
- b. Rear Yard Setback: 30 feet
- c. Corner Side Yard Setback: 10 feet
- d. Reverse Corner Side Yard Setback: 15 feet
- e. Interior Side Yard Setback: 6 feet, with a separation between building of 14 feet except on lots with a side yard having a 7.5 foot city easement .

4. Maximum height: 35 feet or 2.5 stories

5. Maximum gross density shall not exceed ~~2.6~~2.7 dwelling units per acre

6. Permitted Structure and Obstructions shall be pursuant to Section 105.9, "Obstructions" and Table 4 of the Zoning Ordinance, specifically permitting the following:

- a. Patios, porches, decks or terraces, unroofed shall be permitted obstructions not closer than five (5) feet from the rear property line.
- b. Architectural elements and other appurtenances thirty-six (36) inches or less, including eaves, shall be permitted obstructions in any required yard or setback, but may not encroach into any city easement.

7. All parking and loading shall be pursuant to Section 105.13, "Off-Street Parking and Loading" of the Zoning Ordinance.

2. General Regulations Applicable to Parcel 2:

2.1 Parcel Size, Use Designation, and Statement of Intent

The parcel referenced within this document and on the General Land Use Plan attached as Parcel 2 contains approximately 273 acres. Upon approval of this document, said property shall be designated as a PDD on the Zoning Map.

This parcel is intended to be developed in three (3) phases as an age-restricted single-family detached residential gated community. The gated nature of the community is not intended for purposes of exclusivity but is specifically intended to create a sense of security for the unique age-restricted population that the project is intended to serve. Access to the property will be via Eola Road and US Route 30.

2.2. General Provisions



Except as modified herein, the development of this parcel shall be governed by the provisions of the Zoning Ordinance, including but not limited to the provisions of Section 107.7, R-3 One Family Dwelling District, and by the provisions within this Plan Description.

### 2.3 Use Regulations

This property shall be developed as an age restricted community and limited to detached single-family residences and their appurtenant uses such as gated entrances; gatehouses; signage; open space; stormwater management facilities; utilities; landscaping; amenity center with tennis, bocce ball, and pickle ball courts, other recreational uses and equipment, and other amenities; lakes; active and passive use parks; and a dog park.

The property shall be governed by Covenants, Conditions and Restrictions that will be recorded against the property prior to the conveyance of the first home in the Community ("CCRs"). The CCRs will provide for the creation of a homeowners' association (the "Association") to administer the requirements of the CCRs and shall set forth such rules, regulations, policies and procedures necessary to invoke the exemptions authorizing "55 or older housing for older persons" under the Fair Housing Amendments Act of 1988, and as amended from time-to-time ("FHAA"), including, but not limited to, the provisions of the "Housing for Older Persons Act of 1995" ("HOPA"), as amended. These rules, regulations, policies, and procedures shall include a requirement that at all times at least 80% of the homes within the community shall be occupied by at least one (1) resident who is 55 years of age or older.

### 2.4 Bulk Restrictions

1. Maximum lot coverage: 65% of the area of the zoning lot
2. Specific Lot and Building Standard Requirements
  - a. 44 foot wide lots:
    - (1) Minimum lot size: 5,280 square feet
    - (2) Minimum lot width: 44 feet at the building line
    - (3) Minimum floor area
      - i. One story home: 1,500 square feet
      - ii. Two story home: 1,700 square feet
    - (4) The maximum ratio of these lot type shall not exceed 40%
  - b. 50 foot wide lots:
    - (1) Minimum lot size: 6,000 square feet
    - (2) Minimum lot width: 50 feet at the building line
    - (3) Minimum floor area
      - i. One story home: 1,600 square feet

- ii. Two story home: 1,800 square feet
  - (4) A full or partial basement shall be offered for all dwelling units.
- c. 64 foot wide lots:
  - (1) Minimum lot size: 7,680 square feet
  - (2) Minimum lot width: 64 feet at the building line
  - (3) Minimum floor area
    - i. One story home: 2,200 square feet
    - ii. Two story home: 2,400 square feet
  - (4) A full or partial basement shall be offered for all dwelling units.
- d. Open space lots:
  - (1) No Minimum lot size and lot width shall be required.
- 3. Minimum setbacks shall be as follows:
  - a. Front Yard Setback: 20 feet
  - b. Rear Yard Setback: 20 feet
  - c. Corner Side Yard Setback: 10 feet
  - d. Reverse Corner Side Yard Setback: 10 feet
  - e. Interior Side Yard Setback: 5 feet
- 4. Maximum height of 35 feet or 2.5 stories
- 5. Maximum density: 2.5 dwelling units per gross acre
- 6. Permitted Structure and Obstructions shall be pursuant to Section 105.9, "Obstructions" and Table 4 of the Zoning Ordinance, specifically permitting the following:
  - a. Patios, porches, decks or terraces shall be permitted obstructions not closer than five (5) feet from the rear property line.
  - b. Architectural elements and other appurtenances thirty-six (36) inches or less, including eaves, shall be permitted obstructions in any required yard or setback, but may not encroach into any city easement.
- 7. All parking and loading shall be pursuant to Section 105.13, "Off-Street Parking and Loading" of the Zoning Ordinance.

### 3. General Regulations Applicable to Parcel 3 and Parcel 6:

#### 3.1 Parcel Size, Use Designation, and Statement of Intent

These parcel referenced within this document and on the General Land Use Plan attached as Parcel 3 and Parcel 6, consisting of two parcels, one being approximately thirty (30) acres and one being approximately ten (10) acres for

a total of approximately forty (40) acres. Upon approval of this document, said property shall be zoned PDD on the Zoning Map.

These parcels are intended to be developed with commercial, retail, office, and/or service uses. Access to the property may be via US Route 30, Eola Road, and 111<sup>th</sup> Street.

### 3.2. General Provisions

Except as modified herein, the development of this parcel shall be governed by the provisions of the Zoning Ordinance, including but not limited to the provisions of Section 108.3, B-2 Business District, General Retail, and by the provisions within this Plan Description.

### 3.3 Use Regulations

1. This property shall be limited to those uses in Section 108.3, B-2 Business District, General Retail with the following modifications:
  - a. The following uses shall be prohibited:
    - (1) Pawnshop (2160)
    - (2) Used Clothing Stores (2120)
    - (3) Alternative Financial Institutions (2220)
    - (4) Laundromat (2610)
  - b. The following special uses shall be limited to only Parcel 6:
    - (1) Cannabis Dispensing Facilities (2115)

### 3.4 Bulk Restriction

1. Minimum setbacks shall be as follows:
  - a. US Route 30 Setback: 30 feet
  - b. Eola Road Setback: 30 feet
  - c. 111<sup>th</sup> Street Setback: 30 feet
  - d. Interior Side Yard Setback: 5 feet, however, where there is shared parking among various commercial properties there shall be no required setback between shared parking fields.
  - e. Exterior Rear or Side Yard Setback: 15 feet when adjacent to collectors or local street.
  - f. Interior Rear or Side Yard Setback: 10 feet; unless adjacent to residential then 20 feet
2. All parking and loading shall be pursuant to Section 105.13, "Off-Street Parking and Loading" of the Zoning Ordinance.

### 4. General Regulations Applicable to Parcel 4 and Parcel 5:

#### 4.1 Parcel Size, Use Designation and Statement of Intent

These parcels referenced within this document as Parcel 4 and Parcel 5 consists of two parcels, one being approximately 102 acres and one being approximately 94 acres for a total of approximately 196 acres. Upon approval of this document, said property shall be zoned PDD on the Zoning Map.

Each of these parcels may be developed to the specifications set forth herein for Parcel 1 or Parcel 2. The determination of whether a parcel is developed pursuant to Parcel 1 or Parcel 2 standards shall be determined by the Developer at the time of Preliminary Plan and Plat. Parcel 4 and Parcel 5 may each be divided and aggregated with Parcel 1 and/or Parcel 2 for purposes of bulk regulation standards, such that portions of Parcel 4 and Parcel 5 may be aggregated with Parcel 1 while other portions are aggregated with Parcel 2. It is the intent that said decision be based on the success of the preliminary development phases and the prevailing market trends.

#### 4.2. General Provisions

The General Provisions shall be those General Provisions as delineated in Sections 1.2 or 2.2 above (including all paragraphs and subparagraphs).

#### 4.3 Use Regulations:

The Use Regulations shall be those Use Regulations as delineated in Sections 1.3 or 2.3 above (including all paragraphs and subparagraphs).

#### 4.4 Bulk Restrictions:

The Bulk Restrictions shall be those Bulk Restrictions as delineated in Sections 1.4 or 2.4 above (including all paragraphs and subparagraphs) and the following provisions.

1. Buffer Yard Requirement: A 30 foot wide landscape out lot shall be provided adjacent to US Route 30.

### B. BUILDING, STRUCTURES AND SIGNAGE

1. Retaining walls utilized for stormwater detention facilities 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 presented to the City for approval. Developer, at its election, may present building elevations for approval with either a preliminary plan and plat or the final plan and plat. Subsequently, any new floor plans or building elevations shall be approved by the Zoning Administrator without City Council approval, provided that the proposed floor plans or elevations are

consistent with the character of the previous approved building elevations, The City shall evaluate building elevations based on quality and variety of building materials, orientation and presentation from the public street, and the use of architectural elements. Notwithstanding the foregoing, it is hereby agreed that vinyl siding shall be permitted as a primary building material. Developer shall provide masonry and various architectural features as optional upgrades, but the Parties hereby agree that base elevations must adhere to the following:

- a. Parcel 1 - The base model on the 55 foot wide residential lots may utilize 100% vinyl siding and the base model on 65 foot wide residential lots shall include brick wainscoting at a minimum. If the Parcel 4 and 5 are developed under Parcel 1 the above regulations shall apply.
- b. Parcel 2 - 100% vinyl siding may be utilized on the base models for a maximum of 10% of the elevations offered (i.e. 6 of 60 elevations). If the Parcel 4 and 5 are developed under Parcel 2 the above regulations shall apply.

Building elevations within each Project shall be designed and constructed to create a uniform theme architecturally by incorporating common exterior façade elements and materials.

3. All signage shall be pursuant to the Chapter 41 titled "Sign Ordinance" of the City Code and the Special Sign District Regulations attached hereto as Exhibit "C".

## 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 five (5) model buildings for Parcel 1, 4, & 5 and fifteen (15) model buildings for Parcel 2 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.
- c. Sanitary and water services do not need to be provided until approval of residential occupancy.
- d. Model homes on each Parcel may also be used as a sales office.

### 2. Sales, Storage and Construction Trailers

Sales, Storage and Construction Trailer(s) shall be permitted. At the Developer's sole risk the Developer may install, maintain and occupy up to three (3) trailers per parcel 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 the City of Aurora Stormwater Ordinance. Further approval by the Planning and Zoning Commission or City Council 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 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. Wolf's Crossing Road. No right-of-way dedication is required for Wolf's Crossing Road. The Developer of the Subject Property shall not be obligated to any improvements, contributions, fees or recapture with respect to Wolf's Crossing Road except as follows:
  - a. Parcel 1. Developer of Parcel 1 shall install a concrete sidewalk five feet (5') wide and shall restripe Wolf's Crossing Road to include a left turn lane into Parcel 1. The concrete sidewalk shall run along the south side of Wolf's Crossing Road, from the east line of the Subject Property's Wolf's Crossing Road frontage to Eola Road, within the existing City right-of-way. The Developer of Parcel 1 shall also install a new pedestrian head, to facilitate pedestrian crossing of Eola Road, to the extent that one does not already exist.

2. Eola Road. The City acknowledges and agrees that the Owner previously dedicated a 100' right-of-way section for Eola pursuant to the that Plat of Dedication recorded as Document Number R2020116928 ("First Eola Dedication"). The First Eola Dedication facilitated the City's realignment of Eola Road, which realignment has been completed as of the date of this Restated Agreement. The City's realignment of Eola Road was done in coordination with the Illinois Department of Transportation ("IDOT"), with IDOT having been signatory to the First Eola Dedication and IDOT having permitted the City's improvements to the intersection of Eola Road and Route 30. The City does hereby waive any and all rights and release any encumbrance to the Subject Property related to that certain Notice of WIKADUKE Trail Proposed Centerline, recorded April 12, 2000, as Will County Document R000037246, finding that the realigned Eola Road fulfills the intent and purpose set forth therein. The Developer(s) of the Subject Property shall not be obligated to any right-of-way dedication, improvements, contributions, fees or recapture with respect to Eola Road except as follows: 1) an additional through lane in each direction, resulting in a five-lane cross section; 2) curb and gutter consistent with City standards; 3) stormwater improvements to accommodate runoff from the Eola Road improvements; 4) street lights; 5) traffic signal modifications at the Eola Road intersections with Route 30 and Wolf's Crossing Road; 6) additional right-of-way flare at the intersection of Eola Road and Route 30, and 7) an eight foot asphalt multi-use path on one side of the street and a five foot concrete sidewalk on the other side of the street (collectively the "Eola Road Improvements"). The Eola Road Improvements shall be completed in phases as more specifically detailed below and in the attached Exhibits. Developer of a Parcel shall be responsible only for that portion of the Eola Road Improvements as allocated to said Parcel as follows:
- a. Parcel 1. Owner of Parcel 1 shall cause to be dedicated to the City of Aurora, prior to the approval of any final plat of subdivision for Parcel 1, the right-of-way for Eola Road as depicted on the Plat of Dedication attached hereto as Exhibit E. If Owner finds that it has ownership of the approximately 30' gap parcel identified on the Plat of Dedication (Exhibit "E") then Owner shall cause the Plat of Dedication to be updated and incorporate the necessary and appropriate portion of the gap parcel in the dedication of right-of-way for Eola Road. Developer of Parcel 1 shall construct that portion of the Eola Road Improvements as specifically depicted on Exhibit H-1 ("PH1 Eola Road Improvement"). The PH1 Eola Road Improvement generally includes: i) the intersection improvements for Eola Road and Road G (exclusive of any future traffic signal improvements that may or may not be required as part of the development of the Subject Property); ii) widening the pavement surface and installation of curb and gutter along the east side of Eola Road for the extent depicted on Exhibit H-1; iii) striping the eastbound left turn lane from Eola Road onto Road G as depicted on Exhibit H-1; iv) striping the eastbound right

turn lane from Eola Road onto Road G as depicted on Exhibit H-1; and v) installing a 5' sidewalk on the east side of Eola Road for the extent depicted on Exhibit H-1.

- b. Parcel 2. Owner shall cause to be dedicated to the City of Aurora, prior to the approval the first final plat for Parcel 2, a 150 ft right-of-way flare at the intersection of Eola Road and US Route 30 or as mandated by IDOT.
- c. Parcel 3. Developer of Parcel 3 shall construct that portion of the Eola Road Improvements as specifically depicted on Exhibit H-2 ("PH2 Eola Road Improvement"). The PH2 Eola Road Improvement generally includes: i) widening the pavement surface and installation of curb and gutter along the west side of Eola Road for the extent depicted on Exhibit H-2; ii) installation of a westbound left turn lane from Eola Road into the Parcel 3; iii) installation of an 8' multi-use path along the west side of Eola Road; and iv) modification of signal improvements at Eola Road and Route 30 as may be necessary. Developer of Parcel 3 shall prepare a traffic study to evaluate the need for a traffic signal at the intersection of Road G and Eola Road if said traffic signal has not already been installed, and to the extent a traffic signal is deemed necessary and appropriate, Developer of Parcel 3 shall be responsible for the installation of the traffic signal. Parcel 3 shall be granted full access to Eola Road at the Road G intersection and one right-in/right-out access south of the Road G intersection.
- d. Parcel 4. Developer of Parcel 4 shall construct that portion of the Eola Road Improvements as specifically depicted on Exhibit H-3 ("PH3 Eola Road Improvement"). The PH3 Eola Road Improvement generally includes i) widening of the pavement surface and installation of curb and gutter and sidewalk along the east side of Eola Road from the southern terminus of the PH1 Eola Road Improvement to Route 30; and ii) the installation of any necessary improvements to the traffic signal at the Eola Road and Route 30 intersection. Developer of Parcel 4 shall prepare a traffic study to evaluate the need for a traffic signal at the intersection of Road G and Eola Road if said traffic signal has not already been installed, and to the extent a traffic signal is deemed necessary and appropriate, Developer of Parcel 4 shall be responsible for the installation of the traffic signal. Parcel 4 shall be granted one right-in/right-out access south of the Road G intersection.
- e. Traffic signalization at intersection of Eola Road and Road G. Pulte shall install traffic signals at the intersection of Eola Road and Road G provided that traffic volumes meet MUTCD warrant requirements prior to the completion of residential construction in Parcel 2.



- f. Eola Bridge. Development of Parcel 2 shall include the construction of a pedestrian bridge crossing Eola Road (the "Bridge") and a paved path between the west side of the pedestrian bridge and the south driveway of the School District 308 property (provided that there is either sufficient right-of-way to accommodate the path or the school District grants an easement to permit construction of the path on terms reasonably acceptable to Developer of Parcel 2. The preliminary design of the Bridge is depicted on Exhibit "I". Construction of the Bridge shall be subject to the City's review and approval of final design engineering for the Bridge, which shall be included with the final plan and plat for phase 1 of Parcel 2. The City shall not unreasonably withhold, condition, or delay the approval of the Bridge. Developer shall construct the Bridge, at its sole cost and expense, prior to issuance of any building permits for the second phase of Parcel 2, with the exception of model homes. Upon completion of the Bridge, the Developer shall convey and the City shall accept ownership of the Bridge. Upon acceptance, the City shall own, maintain, repair and replace the Bridge at its sole cost and expense. The Owner of Parcel 2 and Parcel 3 shall grant such easements as are i) necessary to permit pedestrian ingress and egress; and ii) necessary for the City to perform its maintenance obligations. Provided that Parcel 2 is developed as an Age Restricted Community, Developer of Parcel 2 shall have the right to install signage on the Bridge pursuant to the special sign district. The HOA formed for Parcel 2 shall annually make a cash contribution to the City for maintenance and repair of the bridge decking, including snow removal and deicing on the Bridge. The timing and the amount of annual cash contribution shall be determined within the Letter of Agreement at time of final plan and plat approval for Parcel 2. The HOA for Parcel 2 shall maintain the landscaping around the base of that portion of the Bridge east and west of Eola Road. Upon development of Parcel 3, the HOA for Parcel 3 shall maintain the landscaping around the base of that portion of the Bridge west of Eola Road. Golf carts shall be permitted on the Bridge.
- i. In the event that: i) Parcel 2 does not develop as an Age Restricted Community; or ii) Developer and the City cannot agree on the scope of required improvements for the Bridge, the Developer may elect not to construct the Bridge, in which case, the Developer shall be required to pay to the City a cash contribution pursuant to the requirements of Section 23-11. Said cash contribution calculation shall be based on the total number of dwelling units and bedroom count approved. The cash contribution shall be paid on a per unit basis at issuance of a building permit.
- g. City Option. The City, at its option, may install any part of the Eola Road Improvements or the traffic signalization described as a Developer Improvement in this Restated Agreement. In such a case, the City shall memorialize the cost of such improvements and/or signalization, as the case

may be. The cost of the improvements/and or signalization shall be adjusted in accordance with the Construction Cost Index ("Index") published by the Engineering News-Record for five (5) years following their installation. The costs of such improvements and/or signalization and such adjustments made as a result of the Index shall constitute and be recorded as a debt owed the City against to the Parcel or Parcels to which that part of the Eola Road Improvements were allocated in this Restated Agreement. Amounts recorded against each Parcel shall become immediately payable upon the development of that Parcel. The City may require payment of the amounts owed for each Parcel under this paragraph as a precondition to development of said Parcel.

3. Route 30. The City shall not obligate the developer of the Subject Property to any improvements, contributions, fees or recapture with respect to Route 30 except as follows or as mandated by Illinois Department of Transportation (referred herein after as "IDOT"):
  - a. Parcel 2. Developer of Parcel 2 shall construct the Road G extension to Route 30, as depicted on the preliminary plat for Parcel 2, as part of the phase 2 improvements for Parcel 2. Concurrent with the construction of this leg of Road G, Developer shall construct the intersection improvements for Road G and Route 30 as generally depicted on ("Rt30 Road Improvement") Exhibit "J" and shall dedicate sixty feet (60') of right-of-way from the centerline of Route 30, or the right-of-way required by IDOT for these improvements, whichever is greater. In the event that: i) the Developer of Parcel 2 pursues an alternative route for the secondary Road G entrance; or ii) IDOT does not approve a full access at Road G and Route 30, then the Developer of Parcel 2 shall not be obligated to construct the Rt30 Road Improvement, but the Owner and Developer of Parcel 2 shall reasonably cooperate with the City to cause necessary and appropriate right-of-way for Route 30 to be dedicated.
4. 111<sup>th</sup> Street. The scope of the 111th Street Improvements shall be determined based on a traffic study to be prepared by the Developer of Parcel 5 or Parcel 6 (whichever Parcel develops first) prior to the development of either Parcel. The Parties anticipate that the 111th Street Improvements may include (collectively the "111<sup>th</sup> St Improvement"): 1) dedication of 50 feet of right-of-way north of the center line of 111th Street with a flare up to 60 feet east of Route 30; 2) construction of one-half of a three lane street cross-section; 3) an additional turn lane at the intersection of Route 30; 4) curb and gutter consistent with City standards; 5) associated stormwater improvements; 6) street lights; 7) traffic signal modifications at the 111th Street intersection with Route 30; and 8) either an eight foot asphalt multi-use path or a five foot concrete sidewalk on the north side of the street. The Developer of the first of Parcel 5 or Parcel 6 to develop shall be responsible for the construction of the 111<sup>th</sup> St Improvements. The Developer of the Parcel that constructs the 111<sup>th</sup> St Improvement shall be entitled

- to reasonable recapture against the other Parcels (either Parcel 5 or Parcel 6).
- a. In the event that the Developer of Parcel 2 pursues an alternative route for the secondary Road G entrance that connects south to 111th Street then the Developer of Parcel 2 shall prepare a traffic study to evaluate the impact to 111th Street. To the extent that the traffic study finds that the Parcel 2 connection necessitates improvements to 111th Street then the Developer of Parcel 2 shall be responsible for the construction of said improvements, which improvements may include some or all of the 111th St Improvement. The Developer of Parcel 2 may be entitled to recapture a portion of the costs of its improvements to 111th Street as may be deemed appropriate by City and Developer based on the scope of any improvements constructed by the Developer of Parcel 2.
5. Internal Road Standards. The following standards shall be applicable to the development of each Parcel except as may be otherwise approved by the City engineer and with the consent of the fire marshal:
- a. Parcel 1. Parcel 1 shall be developed with public streets. The public right-of-way for Parcel 1 shall be dedicated to the City. The right-of-way for Local Roads shall be established at sixty-six feet (66') in width with a cross-section of thirty-one feet (31') back-to-back with B6-12 curb and gutter. A five foot (5') concrete sidewalk shall be constructed on both sides of the street (unless otherwise noted) and shall be permitted within the public right-of-way up to one foot (1') off the property line. Road G shall be constructed as a Minor Collector with right-of-way established at eighty feet (80') in width with a cross-section of thirty-nine feet (39') back-to-back with B6-12 curb and gutter. Improvements to internal public right-of-way for Parcel 1 shall be constructed consistent with the typical cross section exhibit attached hereto as Exhibit "K". Developer will dedicate the right-of-way and install the required improvements for all internal roadways necessary for the development of Parcel 1 as depicted on the preliminary plat and plan.
  - b. Parcel 2. Parcel 2 shall be developed with private streets. The private streets shall be located within "Street Lots" to be owned by the HOA for Parcel 2. The Street Lots shall be established at sixty-six feet (66') in width and will be included in a dormant SSA. The streets to be constructed within the Street Lots shall be constructed with a cross-section of thirty-one feet (31') back-to-back with B6-12 curb and gutter. A five foot (5') concrete sidewalk shall be constructed on both sides of the street (unless otherwise noted) and may be located up to one foot (1') within the Street Lots. Street improvements for Parcel 2 shall be constructed consistent with the typical cross section attached hereto as Exhibit "L" unless otherwise noted. Developer will install the required improvements within easements for all of internal streets necessary for the development of Parcel 2 as depicted on the preliminary plat and plan.

- i. Road G and Road K in Parcel 2, as depicted on the preliminary plan and plat, will function as "Private Collector Streets". The Private Collector Streets shall be located within "Collector Street Lots" to be owned by the HOA for Parcel 2. The Collector Street Lots shall be established at eighty feet (80') in width. The Private Collector Streets to be constructed within the Collector Street Lots shall be constructed with a cross-section of thirty-nine feet (39') back-to-back with B6-12 curb and gutter. A five foot (5') concrete sidewalk shall be constructed on both sides of the Private Collector Street (unless otherwise noted) and may be located up to one foot (1') within the Collector Street Lots. Improvements to the Collector Street Lots in Parcel 2 shall be constructed consistent with the typical cross section attached hereto as Exhibit "M" unless otherwise noted. Developer will install the improvements for all Collector Street Lots necessary for the development of Parcel 2 as depicted on the preliminary plat and plan.
- c. Parcel 4 and Parcel 5. The Internal Road Standards for Parcel 4 and Parcel 5 shall depend on the type of residential development that occurs on each respective parcel. If Parcel 4 or Parcel 5 develops under the Plan Description standards for Parcel 1 then the Internal Road Standards for Parcel 1, as set forth in Section 5a above, shall be applicable. If Parcel 4 or Parcel 5 develops under the Plan Description standards for Parcel 2 then the Internal Road Standards for Parcel 2, as set forth in Section 5b above, shall be applicable. The road connecting Parcel 5 to 111<sup>th</sup> Street shall be designed as a Minor Collector with right-of-way established at eighty feet (80') in width and a cross-section of thirty-nine feet (39') back-to-back with B6-12 curb and gutter. A five foot (5') concrete sidewalk shall be constructed on both sides of the street (unless otherwise noted) and shall be permitted within the public right-of-way up to one foot (1') off the property line.
- d. Golf Carts. The City agrees not to prohibit the operation of golf carts, as defined by Section 1-123.9 of the Illinois Vehicle Code, on private streets and pedestrian paths constructed within the Subject Property. Pursuant to the Illinois Vehicle Code, subsequent and specific authorization from the City Council shall be required for the operation of golf carts upon any road or rights-of-way under the City's jurisdiction. The operation of golf carts or similar non-highway vehicles within the City shall be subject to such generally applicable licensure or regulation as the City Council may from time-to-time require.
- e. Right-of-Way Triangles. All intersections with Eola Road, Route 30, Wolf's Crossing Road, and 111<sup>th</sup> Street shall provide a twenty-five foot (25') minimum right-of-way triangle.

## 6. Water System.

- a. Offsite Improvements. The City, through its consultants, has modeled the water system and determined that, based upon the proposed residential and

commercial uses, the completion of Improvements 17 and 7a (“Offsite Water Improvements”) are necessary to provide sufficient capacity and pressure to provide potable water, fire flows, and any necessary landscape irrigation to Parcel 3, Parcel 4, Parcel 5, and Parcel 6. The developer of each Project shall be responsible for connection to the City’s existing water system and for the installation of water main through their Project, stubbed to the adjacent Project per the direction of the City. The cost of Offsite Water Improvements are estimated in Exhibit “N” and Exhibit “O”. Each Developer of Parcels 3-6 shall pay a prorated fee per acre into a deferred revenue account established by the City for construction of the Offsite Water Improvements. Prior to the development of Parcels 3-6, the Developer of whichever Parcel develops first shall prepare Final Engineering Plans for the Offsite Water Improvements, shall work with the City and its consultants to model a phasing plan for the Offsite Water Improvements, and shall prepare an updated cost estimate for the Offsite Water Improvements. This updated cost estimate shall be the basis of the prorated fee per acre for development of Parcels 3-6. The responsibility for construction of the Offsite Water Improvements shall be allocated to the Developer of a Parcel or Parcels at the time the phasing plan is approved by the City.

- b. City Option. The City, at its option, may install any part of the Offsite Water Improvements. In such a case, the City may memorialize the cost of such improvements. The cost of the improvements shall be adjusted in accordance with the Construction Cost Index (“Index”) published by the Engineering News-Record for five (5) years following their construction. The cost of such improvements and such adjustments made as a result of the Index shall constitute and be recorded as a debt owed the City against the Parcel to which that part of the Offsite Water Improvements are allocated in the phasing plan. Amounts recorded against each Parcel shall become immediately payable upon the development of said Parcel. The City may require payment of the amounts owed for each Parcel under this paragraph as a precondition to development of said Parcel.
- i. Improvement 17. “Improvement 17” is identified on the map attached hereto as Exhibit “N”. Improvement 17 is an approximately 1,000 linear foot extension of sixteen-inch (16”) watermain from the existing standpipe at Keating Drive and Normantown Road to the City’s existing twelve-inch (12”) watermain located at the intersection of Keating Drive and Middlebury Drive.
- ii. Improvement 7a. “Improvement 7a” is identified on the map attached hereto as Exhibit “O”. Improvement 7a is an approximately 2,000 linear foot extension of twelve-inch (12”) watermain from Shenandoah Drive north to the existing twelve-inch (12”) watermain located in Carls Drive.

Right-of-way or easement acquisition will be required to complete this project. The City shall approve a recapture agreement to memorialize the proportionate cost allocated to the Improvement 7a beneficiaries and the recapture agreement shall be recorded against said parcels.

- c. Onsite Improvements. The Developer of each Parcel shall be responsible for connection to the City's existing water system and for the installation of water main through their Parcel, stubbed to the adjacent Parcel per the direction of the City. The anticipated routing and sizing of watermain necessary to service the contemplated development of the Subject Property is depicted on Exhibit "P". The function of the on-site watermain improvements is dependent on a looped system with a new sixteen inch (16") watermain (the "Watermain Extension") that shall connect to the existing twelve inch (12") watermain in Eola Road (Point A) and be extended south within the Eola Road right-of-way to Road G (Point B) (Points A through G are depicted on the map attached as Exhibit "P"). From Point B at the intersection of Eola Road and Road G, the new sixteen-inch (16") watermain shall be extended southwest within the Eola Road right-of-way to Route 30 (Point C). From Point C at the intersection of Route 30 and Eola Road, the new sixteen inch (16") watermain shall be extended southeast in the Route 30 right-of-way (or within an easement running parallel to the Route 30 right-of-way if IDOT does not permit the installation of the watermain within the Route 30 right-of-way) to a terminus at Point G. The Watermain Extension shall be constructed as follows:
- i. Point A to Point B. The developer of Parcel 1 shall construct the Watermain Extension from Point A to Point B as part of the development of Parcel 1.
  - ii. Point B to Point C. The developer of Parcel 3 or the developer of Parcel 4, whichever develops first, shall construct the Watermain Extension from Point B to Point C as part of the development of Parcel 3 or Parcel 4.
  - iii. Point C to Point E. The developer of Parcel 4 shall construct the Watermain Extension from Point C to Point E as part of the development of Parcel 4.
  - iv. Point E to Point F. The developer of Parcel 5 shall construct the Watermain Extension from Point E to Point F as part of the development of Parcel 5.
  - v. Point F to Point G. The developer of Parcel 6 shall construct the Watermain Extension from Point F to Point G as part of the development of Parcel 6.
  - vi. Developer Option. The developer of any Project, at their election or as

may be required by the City to avoid dead end mains, may install any future Watermain Extension described as a Developer Improvement in this Restated Agreement with the consent of the City, in which case, said developer shall have the right to allocate the cost of the Watermain Extension proportionately across the various parcels otherwise obligated to construct a portion the Watermain Extension per paragraphs i-v above. The City shall approve a recapture agreement to memorialize the proportionate cost allocated to each development parcel and the recapture agreement shall be recorded against said parcels.

## 7. Sanitary Sewer Improvements.

- a. City Service. The City operates and maintains limited sanitary sewer infrastructure consisting of sanitary sewer lines less than 15 inches in diameter. The City represents that it has sufficient capacity in its sanitary sewer system to provide service to the anticipated development of the Subject Property. Upon completion of construction of sanitary sewer to the reasonable satisfaction of the City engineer the sanitary sewer lines less 15 inches shall be conveyed to the City and the City shall accept responsibility for the ownership, operation, maintenance, repair and replacement of said sanitary sewers.
- b. Fox Metro Service. Sanitary sewer lines 15 inches and larger and all sanitary treatment capacity is provided through Fox Metro Water Reclamation District. Developer shall enter into an agreement with Fox Metro with respect to the provision of sanitary service to the Subject Property.
- c. Lift Station. The Parties acknowledge and agree that there is not presently sufficient infrastructure to provide sanitary service for the anticipated development of portions of the Subject Property. A lift station improvement will be required to service Parcels 2 thru 6 of the Subject Property. Fox Metro will own and operate the lift station.
- d. Temporary Service. In the event that above referenced lift station improvement necessary to provide sanitary sewer service to Parcel 2 is not completed prior to the completion of model homes in Parcel 2, the City Engineer shall sign off on building permits for model homes, a sales center, and residential homes, and the City shall issue temporary occupancy permits for model homes and a sales center on the condition that the Developer of Parcel 2 has developed and implemented a reasonable solution to handle temporary wastewater service. The reasonableness of the solution for temporary wastewater service may be influenced by the anticipated timing of the completion of the lift station improvement. If the completion of the lift station improvement is imminent, the use of porta potties may be reasonable. If the completion of the lift station improvements is not imminent, a temporary holding tank or other septic type solution may be required as an interim improvement. The City shall not be required to issue temporary occupancy

for any structures other than the model homes and the sales center for Parcel 2 prior to the completion of the lift station improvements and provision of sanitary service to the structure for which occupancy is desired. The temporary holding tank or other septic type solutions shall meet all applicable requirements of the IEPA and Fox Metro.

8. Stormwater Improvements.

- a. Development of the Subject Property shall not occur until a duly authorized representative (or representatives of the City) determines that the stormwater discharge plans, and other related plans, are adequate and conform to the requirements of the Kane County Stormwater Ordinance as revised by City Code. It is expressly understood that such determination is a pre-condition to the approval of the final plat and final plan of any individual Project.
  - b. Wetland and/or floodplain mitigation shall be subject to review and approval by an appropriate outside agency within responsible jurisdiction.
  - c. A master plan for stormwater management within the Subject Property shall be approved by the City prior to the approval of a final plat and final plan of any project within the Subject Property. The ultimate design and limits of the stormwater facilities necessary to serve the development of the Parcel shall be generally consistent with the master plan and shall be completed as part of the final engineering of said Parcel. The master plan for stormwater management shall establish the limits of flood hazard areas and the limits of stormwater facilities needed for each Parcel in the Subject Property.
  - d. 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.
  - e. All improvements, buildings and structures shall be required to follow the Kane County Stormwater Ordinance requirements as adopted by the City.
9. A five-foot (5') concrete sidewalk or eight-foot (8') asphalt path is required to be installed by the Developer along all internal 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.
10. 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 the Subdivision Control Ordinance.



#### IV. GENERAL PROVISIONS

##### A. PLAN DESCRIPTION DOCUMENT

1. All current codes and ordinances of the City in effect at the time of the development shall govern except where expressly stated within this Plan Description document to the contrary.
2. Amendments to this Plan Description document shall be subject to the process set forth in the Code of Ordinances, City of Aurora. Public notice shall be provided in accordance with said section and, to all current owners of property subject to this Plan Description.
3. This Plan Description document shall be mutually binding upon the heirs, executors, administrators, successors and assigns of present or future owners who use the property for the same permitted use.
4. If any section, subsection or paragraph of this Plan Description document shall be held invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Plan Description document.
5. Any provisions contained within this Plan Description document that are in conflict shall be enforced in accordance with the more restrictive provision. Unless defined herein, any capitalized term set forth in this Plan Description shall have the meaning set forth in the Restated Annexation Agreement.

#### V. LIST OF ATTACHMENTS

EXHIBIT "A" – INTENTIONALLY OMITTED  
EXHIBIT "B" – LEGAL DESCRIPTION OF THE SUBJECT PROPERTY  
EXHIBIT "C" – SPECIAL SIGN DISTRICT REGULATIONS  
EXHIBIT "D" – GENERAL LAND USE PLAN  
EXHIBIT "E" - PLAT OF EASEMENT AND PLAT OF DEDICATION FOR EOLA ROAD  
EXHIBIT "F" – INTENTIONALLY OMITTED  
EXHIBIT "G" – INTENTIONALLY OMITTED  
EXHIBIT "H1" - PH1 EOLA ROAD IMPROVEMENT  
EXHIBIT "H2" - PH2 EOLA ROAD IMPROVEMENT  
EXHIBIT "H3" - PH3 EOLA ROAD IMPROVEMENT  
EXHIBIT "I" - PRELIMINARY BRIDGE DESIGN  
EXHIBIT "J" - RT30 ROAD IMPROVEMENT  
EXHIBIT "K" - TYPICAL INTERNAL PUBLIC STREET CROSS SECTION  
EXHIBIT "L" - TYPICAL PRIVATE STREET CROSS SECTION  
EXHIBIT "M" - TYPICAL COLLECTOR STREET CROSS SECTION  
EXHIBIT "N" - MAP AND COST ESTIMATES OF IMPROVEMENT 17  
EXHIBIT "O" - MAP AND COST ESTIMATES OF IMPROVEMENT 7A  
EXHIBIT "P" - WATERMAIN EXTENSION MAP

**EXHIBIT “A**  
**INTENTIONALLY OMITTED**

**Exhibit "B"**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

**EXHIBIT B**  
**LEGAL DESCRIPTION OF**  
**SUBJECT PROPERTY**  
**AURORA, ILLINOIS**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, NORTHWEST QUARTER OF SECTION 17, AND SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF WILL, STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 38 MINUTES 25 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1337.55 FEET TO A LINE BEING 1040.73 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LAND CONVEYED TO COMMONWEALTH EDISON COMPANY BY WARRANTY DEED RECORDED MAY 24, 1926, AS DOCUMENT 394069; THENCE SOUTH 01 DEGREES 29 MINUTES 20 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 300.00 FEET TO A LINE BEING 300.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 38 MINUTES 25 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1040.73 FEET TO THE WEST LINE OF SAID LAND CONVEYED TO COMMONWEALTH EDISON COMPANY; THENCE SOUTH 01 DEGREES 29 MINUTES 20 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 2347.26 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 37 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2390.36 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 20 MINUTES 40 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 2643.96 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 43 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1386.14 FEET TO A RIGHT-OF-WAY TAKE PER LIS PENDENS CASE NO. 04 ED 04 RECORDED APRIL 13, 2012 AS DOCUMENT R2012040613 AND AS DESCRIBED IN DOCUMENT R2004031419; THENCE ALONG SAID RIGHT-OF-WAY TAKE FOR THE NEXT SEVEN (7) COURSES; (1) THENCE NORTH 01 DEGREES 16 MINUTES 44 SECONDS WEST, A DISTANCE OF 50.00 FEET; (2) THENCE SOUTH 88 DEGREES 43 MINUTES 16 SECONDS WEST, A DISTANCE OF 50.00 FEET; (3) THENCE NORTH 85 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 100.50 FEET; (4) THENCE SOUTH 88 DEGREES 43 MINUTES 16 SECONDS WEST, A DISTANCE OF 150.00 FEET; (5) THENCE NORTH 74 DEGREES 32 MINUTES 45 SECONDS WEST, A DISTANCE OF 76.88 FEET; (6) THENCE NORTH 27 DEGREES 31 MINUTES 00 SECONDS WEST, A DISTANCE OF 775.00 FEET; (7) THENCE SOUTH 62 DEGREES 28 MINUTES 39 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 30 PER DEDICATION OF RIGHT-OF-WAY RECORDED JUNE 14, 1923, AS DOCUMENTS 355964 AND 355965, AND PER PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER R2020116928; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE NEXT FOUR (4) COURSES; (1) THENCE NORTH 27 DEGREES 31 MINUTES 00 SECONDS WEST, A DISTANCE OF 2525.00 FEET; (2) THENCE NORTH 62 DEGREES 30 MINUTES 10 SECONDS EAST, A DISTANCE OF 30.00 FEET; (3) THENCE NORTH 27 DEGREES 31 MINUTES 00 SECONDS WEST, A DISTANCE OF 480.96 FEET; (4) THENCE NORTH 17 DEGREES 28 MINUTES 25 SECONDS EAST, A DISTANCE OF 28.65 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EOLA ROAD PER PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER R2020116928; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; (1) THENCE NORTH 62 DEGREES 28 MINUTES 58 SECONDS EAST, A DISTANCE OF 246.99 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 1214.19 FEET, A CHORD BEARING NORTH 30 DEGREES 34 MINUTES 15 SECONDS EAST, AND A CHORD DISTANCE OF 1152.38 FEET TO A POINT OF TANGENCY; (3) THENCE NORTH 01 DEGREES 20 MINUTES 27 SECONDS WEST, A DISTANCE OF 278.34 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 33 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID EOLA ROAD, WHICH IS 100.00 FEET NORTHWEST OF AND PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; (1) THENCE SOUTH 01 DEGREES 20 MINUTES 27 SECONDS EAST, A DISTANCE OF 278.34 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY, ALONG A CURVE,

**EXHIBIT B**  
**LEGAL DESCRIPTION OF**  
**SUBJECT PROPERTY**  
**AURORA, ILLINOIS**

CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 990.00 FEET, AN ARC DISTANCE OF 1102.79 FEET, A CHORD BEARING SOUTH 30 DEGREES 34 MINUTES 15 SECONDS WEST, AND A CHORD DISTANCE OF 1046.66 FEET TO A POINT OF TANGENCY; (3) THENCE SOUTH 62 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 247.16 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 30; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE NEXT FIVE (5) COURSES; (1) THENCE NORTH 72 DEGREES 34 MINUTES 32 SECONDS WEST, A DISTANCE OF 28.37 FEET; (2) THENCE NORTH 27 DEGREES 31 MINUTES 00 SECONDS WEST, A DISTANCE OF 761.46 FEET; (3) THENCE SOUTH 62 DEGREES 30 MINUTES 10 SECONDS WEST, A DISTANCE OF 30.00 FEET; (4) THENCE NORTH 27 DEGREES 31 MINUTES 00 SECONDS WEST, A DISTANCE OF 278.79 FEET TO A POINT OF CURVATURE; (5) THENCE NORTHWESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 14353.60 FEET, AN ARC DISTANCE OF 447.57 FEET, A CHORD BEARING NORTH 28 DEGREES 24 MINUTES 36 SECONDS WEST, AND A CHORD DISTANCE OF 447.55 FEET TO THE NORTH LINE OF THE SOUTH 100 ACRES OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 88 DEGREES 43 MINUTES 16 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1534.23 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 01 DEGREES 21 MINUTES 01 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 395.49 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 10 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 493.35 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 450.03 FEET TO A LINE BEING 450.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 89 DEGREES 10 MINUTES 37 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 83.49 FEET TO A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREES 14 MINUTES 29 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 679.11 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WOLF'S CROSSING ROAD PER PLAT OF DEDICATION RECORDED JULY 13, 2004 AS DOCUMENT R2004127818; THENCE NORTH 73 DEGREES 27 MINUTES 39 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1328.54 FEET TO A LINE BEING 791.22 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 18 MINUTES 50 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1489.01 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 10 MINUTES 37 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 791.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,048,697 SQUARE FEET (529.125 ACRES), MORE OR LESS.

\*THE ABOVE LEGAL DESCRIPTION IS INCLUSIVE OF AREAS INTENDED FOR FUTURE RIGHT-OF-WAY DEDICATION.

**PINS:**

01-07-400-025	01-18-200-001
01-07-400-026	01-18-200-002
01-17-100-021	01-18-200-003
01-17-100-023	01-18-400-005
01-18-100-010	01-18-400-006
01-18-100-011	

## **Exhibit "C"**

### **SPECIAL SIGN DISTRICT REGULATIONS**

In addition to any signs permitted by City ordinance, pursuant to Chapter 41, Section 41-14 of the City Code, the City hereby establishes a special sign district for the Subject Property and adopts the special sign district regulations and specifications in this Exhibit "C" to Plan Description. The regulations in this Exhibit "C" shall supplement the regulations in the City sign ordinance. In the case of a conflict between the regulations in the City sign ordinance and this Exhibit "C", the Special Sign District shall apply.

#### **A. Signs Permitted**

##### **Parcels 1, 2, 4, and 5**

1. Temporary Signage
  - a. Developer shall submit for approval, at the time of building permits, a proposed sign package identifying size, type and location of temporary directional signs within the subject property, with the exception that the Homewoners Association will review and approve all temporary signage located on the private roads for Parcel 2. All temporary development signs shall be removed from the property prior to the issuance of the last occupancy permit.
  - b. Development Identification
    - (1) Area: 300 sq. ft. each side, each sign
    - (2) Height: 20 feet max
    - (3) Quantity: 5 on the subject property
    - (4) Setback: Minimum setback shall equal the height of the signage.
    - (5) Construction: Wood may be illuminated, no flashing lights or strobes.
    - (6) Location: Pursuant to the Location Map for the Temporary Development Identification Signage
  - c. Sales Center Signs, Unique Selling Position Signs, Model Identification Signs, Flagpoles, Amenity Center Billboard, and Parking Signs
    - (1) Area, Height, Quantity and Location: Pursuant to the attached Temporary Sign Regulations for Parcel 1
    - (2) Setback: Minimum setback shall equal the height of the signage
    - (3) Signage Construction: Wood may be illuminated, no flashing lights or strobes.
  - d. Existing Billboard (V-shaped)
    - (1) Area: 288 sq. ft.
    - (2) Height: 20 feet
    - (3) Quantity: 1 sign on subject property
    - (4) Setback: as exists
    - (5) Construction: Wood may be illuminated, no flashing lights or strobes.
    - (6) Location: along Route 30
2. Permanent – Residential Development Identification and Directional / Wayfinding Signs

- a. Developer shall submit for approval, at the time of final plat and plan, a proposed sign package identifying size, type and location of permanent directional signs and any permanent residential development identification within the subject property.
- b. Primary Community Entry
  - (1) Area: 60 sq. ft. each
  - (2) Height: 10 feet maximum, with the exception that a decorative architectural feature may be up to 20 feet in height but shall not include any signage.
  - (3) Quantity: 4 on the Subject Property
  - (4) Setback: minimum setback shall equal the height of the signage, not including the decorative architectural features.
  - (5) Construction: Monument style, with any combination of wood, masonry, concrete and landscaping with illumination
  - (6) Location: Pursuant to Lincoln Prairie Master Sign Plan
- c. Secondary Community Entry
  - (1) Area: 40 sq. ft. each
  - (2) Height: 8 feet maximum
  - (3) Quantity: 4 on the Subject Property
  - (4) Setback: Minimum setback shall equal the height of the signage, not including decorative architectural features.
  - (5) Construction: Monument style, with any combination of wood, masonry, concrete and landscaping with illumination
  - (6) Location: Pursuant to Lincoln Prairie Master Sign Plan
- d. Neighborhood Signs
  - (1) Area: 25 sq. ft. each
  - (2) Height: 6 feet maximum
  - (3) Quantity: 9 on the Subject Property
  - (4) Setback: Minimum setback shall equal the height of the signage, not including decorative architectural features.
  - (5) Construction: Monument style, with any combination of wood, masonry, concrete and landscaping with illumination
  - (6) Location: Pursuant to Lincoln Prairie Master Sign Plan
- e. Facility Entry
  - (1) Area: 35 sq. ft. each
  - (2) Height: 7 feet maximum
  - (3) Quantity: 3 on the Subject Property
  - (4) Setback: Minimum setback shall equal the height of the signage, not including decorative architectural features.
  - (5) Construction: Monument style, with any combination of wood, masonry, concrete and landscaping with illumination
  - (6) Location: Pursuant to Lincoln Prairie Master Sign Plan
- f. Directional / Wayfinding Signage
  - (1) Area: 14 sq. ft. each
  - (2) Height: 6 ½ feet maximum

- (3) Quantity: 4 on the Subject Property
- (4) Setback: Minimum setback shall equal the height of the signage.
- (5) Construction: Any combination of wood, masonry, concrete and landscaping with illumination
- (6) Located: Pursuant to Lincoln Prairie Master Sign Plan

## **Parcels 3 and 6**

1. Temporary Signage
  - a. Developer shall submit for approval, at the time of building permits, a proposed sign package identifying size, type and location of temporary directional signs within the subject property. All temporary development signs shall be removed from the property prior to the issuance of the last occupancy permit.
2. Permanent – Non-Residential Development Identification
  - a. Developer shall submit for approval, at the time of final plat and plan, a proposed sign package identifying size, type and location permanent non-residential development identification within the Subject Property.
  - b. Overall Shopping Center Signage:
    - (1) Area – 150 sq. ft. each side, each sign; sign must contain the overall shopping center name within the allowed signage area. Such Sign may allow a electronic readerboard but no more than 30% of the sign face
    - (2) Height - 30 ft. maximum
    - (3) Quantity – 2 on Parcel 3 and 1 on Parcel 6
    - (4) Setback - Minimum setback shall equal the height of the signage.
    - (5) Locations – One along US Route 30 and one along Eola Road on Parcel 3; One along US Route 30, north of 111<sup>th</sup> Street on Parcel 6
    - (6) Construction: Monument style, with consistent architectural elements on all signs, with any combination of wood, masonry, concrete, panels, prefabricated aluminum, and landscaping with illumination; signage itself may be with any combination of backlit pin letters or paneling
  - c. Small Shopping Center Signage:
    - (1) Area – 100 sq. ft. each side, each sign; sign must contain the overall shopping center name within the allowed signage area. Such Sign may allow a electronic readerboard but no more than 30% of the sign face
    - (2) Height - 20 ft. maximum
    - (3) Quantity – 1 on Parcel 3 and 1 on Parcel 6
    - (4) Setback - Minimum setback shall equal the height of the signage.
    - (5) Locations – One along Eola Road on Parcel 3; One along 111<sup>th</sup> Street on Parcel 6
    - (6) Construction: Monument style, with consistent architectural elements on all signs, with any combination of wood, masonry, concrete, panels, prefabricated aluminum, and landscaping with illumination; signage itself may be with any combination of backlit pin letters or paneling



- d. Remaining outlot signage
  - (1) Area - 50 sq. ft. each sign, each side. Such sign may allow an electronic readerboard but no more than 30% of the sign face.
  - (2) Height – 8 ft. max.
  - (3) Number – 1 per remaining outlot
  - (4) Setback: Minimum setback shall equal the height of the signage.
- B. Construction: Monument style, with consistent architectural elements on all signs, with any combination of wood, masonry, concrete, panels, prefabricated aluminum, and landscaping with illumination; signage itself may be with any combination of backlit pin letters or paneling General Regulations
  - 1. In addition to the exterior lighting permitted on signs as indicated above, exterior lighting shall be permitted on sales centers, model homes, the American flag, arbors at the subdivision entry, and model home parking lots.
  - 2. Signs may be directly or indirectly illuminated; provided, however, “For Sale” signs shall not be illuminated between the hours of 10:00 p.m. and 5:00 a.m.
  - 3. Landscaping: shrubs and other landscaping materials should be planted at the base of each sign.

# City of Aurora

Development Services Department | Zoning and Planning Division

44 E. Downer Place | Aurora, IL 60505

Phone: (630) 256-3080 | Fax: (630) 256-3089 | [Web: www.aurora-il.org](http://www.aurora-il.org)



## Land Use Petition

### Subject Property Information

Address / Location: southeast corner of Eola Road and Del Webb Boulevard

Parcel Number(s): 01-18-100-010, 01-18-100-011, 01-18-200-005, 01-18-200-004, 01-18-205-001

### Petition Request

Requesting approval of a Final Plat for Lincoln Crossing South Subdivision located at southeast corner of Eola Road and Del Webb Boulevard

Requesting approval of a Final Plan for Lincoln Crossing South Subdivision located at southeast corner of Eola Road and Del Webb Boulevard

### Attachments Required

(a digital file of all documents is also required)

Development Tables Excel Worksheet - digital only (1-0)

Word Document of: Legal Description (2-1)

One Paper and pdf Copy of:

Qualifying Statement (2-1)

Plat of Survey (2-1)

Legal Description (2-1)

Letter of Authorization (2-2)

Existing or Proposed CC&R (2-1)

Fire Access Plan (2-6)

Address Plat (2-17)

Final Engineering Plans (2-16)

Stormwater Permit Application (App 1-14)

Stormwater Report (2-10)

Drain Tile Survey (if you haven't done one for this area)

Soil Investigation Report

Wetland Determination Report / Letter by

Design Professional

Final Plan (2-4)

Final Plat (2-5)

Landscape Plan (2-7)

Building and Signage Elevations (2-11)

Setback Exhibit with lot designations

**Petition Fee: \$3,029.35**

**Payable to: City of Aurora**

I hereby affirm that I have full legal capacity to authorize the filing of this Petition and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signatory invites City representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Petition.

The Subject Property Owner must sign this form unless the Contact Person has been authorized to do so per a letter that is attached hereto. If Signator is NOT the Subject Property Owner a Letter of Authorization with owner's Name and contact information is required.

Authorized Signature: Matthew T. Brolley Date 1-22-2024

Print Name and Company: MATTHEW T. BROLLEY, PULTE HOME COMPANY

I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that the authorized signer is personally known to me to be the same person whose name is subscribed to the foregoing instrument and that said person signed sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

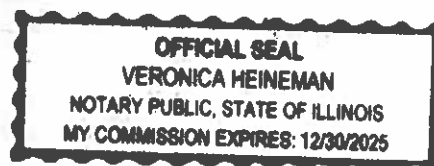
Given under my hand and notary seal this 22nd day of JANUARY, 2024.

State of ILLINOIS)  
 ) SS

County of COOK)

Veronica Heineman  
Notary Signature

NOTARY PUBLIC SEAL



January 20, 2021

From: Lincoln Prairie Aurora LLC

6275 State Route 71

Oswego, IL 60543

Phone: 630-330-9317

Email: [laurahamman@comcast.net](mailto:laurahamman@comcast.net); [daveh.hhstone@gmail.com](mailto:daveh.hhstone@gmail.com); [joehamman0105@gmail.com](mailto:joehamman0105@gmail.com)  
[dugganjpd@aol.com](mailto:dugganjpd@aol.com)

To: City of Aurora, Planning and Zoning Division

44 E. Downer Place

Aurora, IL 60507

630-256-3080

[coaplanning@aurora-il.org](mailto:coaplanning@aurora-il.org)

Re: Authorization Letter for: Approximately 520 acres on the SEC of Wolf's Crossing and Eola Road, East of Route 30, North of 111<sup>th</sup> Street in Aurora, Illinois

To whom it may concern:

As the record owner of the above-stated property I hereby affirm that I have full legal capacity to authorize Pulte Home Company, LLC, and its representatives, to act as the owner's agent through the Land Use Petition process with the City of Aurora for said property.

Signature:

Lincoln Prairie Aurora LLC, owner



By: Dave Hamman

Date: June 20, 2021

One of its Managers

Subscribed and sworn to before me this 20<sup>th</sup> day of January, 2021.

Notary Signature: \_\_\_\_\_



(seal)

