

# 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)



2021.348

## Land Use Petition

RECEIVED  
DEC 10 2021

CITY OF AURORA  
PLANNING & ZONING DIVISION

### Subject Property Information

Address / Location: Both Sides of S. Eola Road, just North of Del Webb Boulevard

Parcel Number(s): 01-18-100-011; 01-18-200-001

### Petition Request

Requesting approval of a Final Plan for property located on both sides of S. Eola Road, just the north of Del Webb Boulevard for a pedestrian bridge

### 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)

Two Paper and One pdf Copy of:

Final Engineering Plans (2-16)

Stormwater Permit Application (App 1-14)

Stormwater Report (2-10)

Soil Investigation Report

Two Paper and One pdf Copy of:

Final Plan (2-4)

Landscape Plan (2-7)

Building and Signage Elevations (2-11)

One Paper and pdf Copy of:

Qualifying Statement (2-1)

Plat of Survey (2-1)

Legal Description (2-1)

Letter of Authorization (2-2)

**Petition Fee: \$1400.00**

**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: [Signature] Date 12/3/21

Print Name and Company: Robert Getz, 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 3rd day of December 2021.

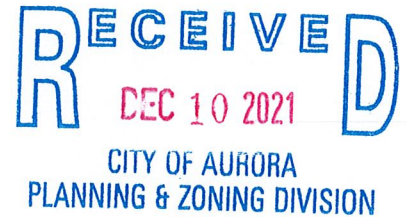
NOTARY PUBLIC SEAL

State of Illinois)  
) SS

County of Cook)

[Signature]  
Notary Signature





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

**PETITION TO THE CITY OF AURORA PLANNING AND ZONING COMMISSION**  
**FOR APPROVAL OF LINCOLN PRAIRIE**

**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 approval of the plat of dedication, final plan, and engineering plans for the pedestrian bridge across Eola Road from the Lincoln Crossing and Lincoln Prairie by Del Webb subdivisions on the east side of Eola Road to the commercial property Eola Road (Bridge), 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”).

Petitioner is seeking approval of (1) a Plat of Dedication, dedicating the Property, including the Bridge, the Bridge abutment, and the surrounding land that supports and abuts the Bridge to the City, (2) Final Plan, Engineering, Plans, and Landscape Plans submitted with this Petition, and (3) a License Agreement permitting Pulte to place its development sign on the Bridge wall and permitting the Lincoln Prairie by Del Webb Homeowner’s Association to maintain its sign on the bridge retaining wall, the right for the commercial owner to place and maintain a sign on the portion of the Property on the west side of Eola Road, the right to place a sprinkler system on the Property, and the right for the Lincoln Prairie by Del Webb Homeowner’s Association to access and maintain the landscaping on the Property, however, when the commercial property west of Eola Road develops, the signage and landscaping maintenance of the portion of the Property on the west side of Eola Road will be the responsibility of the commercial owner’s association.

As part of Pulte’s development of the Lincoln Prairie property, there are four (4) distinct areas: (a) Parcel 1 - Lincoln Crossing, a traditional single-family detached residential subdivision;

(b) Parcel 2 - Lincoln Prairie by Del Webb, a 55+ age-restricted single-family detached residential subdivision; (c) Parcel 3 - two commercial parcels; and (d) Parcel 4 - two flex residential parcels.

Pulte has received Final Plat approval of Parcel 1, Lincoln Crossing, its single family detached home residential subdivision. Pulte dedicated a fully improved park site to the Fox Valley Park District for its entire park land/cash requirement for Lincoln Crossing. As part of the development of Parcel 2, Lincoln Prairie by Del Webb, as an age-restricted community, the City, the Fox Valley Park District, and the Petitioner agreed that Petitioner's construction and conveyance of a pedestrian bridge across Eola Road, linking the residential parcels on the east side of Eola Road to the commercial parcel and the School District 308 school and athletic complex property on the west side of Eola Road would satisfy Petitioner's entire park land/cash dedication requirement.

Petitioner has submitted an application for approval of the final plat for Phase I of its Lincoln Prairie by Del Webb, age-restricted community. Pursuant to the terms of the Amended and Restated Annexation Agreement, Petitioner is also requesting approval of the Plat of Dedication of the Property, the Final Plan, the Engineering Plans, the Landscape Plans, and a License Agreement for the Bridge.

### **BACKGROUND INFORMATION**

1. The Owners of the Property are Pulte Home Company, LLC, a Michigan limited liability company having an office at 1900 E. Golf Road, Schaumburg, Illinois 60173 (east side of Eola Road) and Lincoln Prairie Aurora LLC, having an office at 6275 State Route 71, Oswego, Illinois 60543 (west side of Eola Road).

2. The Property consists of approximately two and five-tenths (2.5) acres and is located south of Wolf's Crossing Road, east and west of Eola Road, and north of 111<sup>th</sup> Street.

3. The existing land uses surrounding the Property are as follows:
- a. North: PDD in Aurora – Lincoln Crossing Subdivision (currently vacant land);
  - b. East: PDD in Aurora with residential uses, age-restricted, detached residential uses, and open space (currently vacant farmland);
  - c. South: PDD in Aurora with residential uses, age-restricted, detached residential uses, and open space (currently vacant farmland);
  - d. West: PDD in Aurora with residential uses, age-restricted, detached residential uses, commercial uses and open space (currently vacant farmland) and Institutional with School District 308 schools and athletic fields.

### **QUALIFYING STATEMENT**

Pulte is developing the area as a mixed-use development with traditional detached single-family residences, 55+ age-restricted, detached single-family residences, commercial uses, and flexible residential parcels, developed as traditional residences or age-restricted residences, the determination as to which will be made based on the market at the time of development.

Petitioner, City and the Fox Valley Park District reached an agreement that Petitioner's park district donation for Lincoln Prairie by Del Webb subdivision would be fully satisfied by the construction of the Bridge across Eola Road from the Lincoln Crossing and Lincoln Prairie by Del Webb subdivisions to the commercial parcel and the School District 308 property west of Eola Road.

The recorded Amended and Restated Annexation Agreement (Agreement) memorialized the terms of the Bridge donation. The relevant portions of the Agreement are as follows:

Section B, Paragraph 16, Subparagraph (d) provides the following:

Provided that Parcel 2 [the Lincoln Prairie by Del Webb parcel] is developed as an Age Restricted Community, in lieu of dedication of land or payment of a park contribution, Developer shall construct the Bridge (as defined below). The construction of the Bridge shall satisfy 100% of the park contribution requirement for Parcel 2. Should any other Parcel be developed as an Age Restricted Community the Parties agree to work in good faith to determine a park contribution or other improvement that is reflective of the Age Restricted Community's impact on the park district.

Section D, Paragraph 2, Subparagraph (f) provides the following:

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" [not included in this Agreement]. 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.

Section D, Paragraph 2, Subparagraph (f), Sub-subparagraph (i) provides the following:

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.

Pulte is currently seeking approvals from the City for the development of Parcel 2, the Lincoln Prairie by Del Webb subdivision. As part of this development, Pulte is seeking approval of the Plat of Dedication, dedicating the Bridge and its appurtenances to the City, approval of the Final Plan, Engineering Plans and Landscape Plans for the Bridge, and a License Agreement for the placement of signage, a sprinkler system, and landscaping on the Property and for access to maintain the signage and landscaping on the Property.

Upon approval, Pulte intends to construct the Bridge and the required paths as shown on the plans as part of Phase I of Lincoln Prairie by Del Webb, with its completion prior to the issuance of any building permits by the City for homes in Phase II of Lincoln Prairie by Del Webb. Pulte shall convey ownership of the Property to the City via the Plat of Dedication. Upon conveyance to the City, the City shall own, maintain, repair, and replace the Bridge at its sole cost and expense. Once conveyed, Pulte, Lincoln Crossing Homeowners Association, and Lincoln Prairie by Del Webb Homeowners Association will have no responsibility or liability for any activity related to the Bridge except Lincoln Prairie by Del Webb's Homeowners Association will be responsible for making an annual cash contribution to the City for the maintenance and repair of the bridge decking only, including snow removal and deicing on the Bridge. Once Parcel 3, the commercial parcel, develops, the commercial owner's association shall be responsible for the maintenance of the landscaping and signage on the west side of Eola Road, but shall have no responsibility or liability with regard to the Bridge.


**WHEREFORE**, by reason of the foregoing, the undersigned Petitioner requests approval of: (1) a Plat of Dedication, dedicating the Property, including the Bridge, the Bridge abutment, and the surrounding land that supports and abuts the Bridge to the City, (2) Final Plan, Engineering, Plans, and Landscape Plans submitted with this Petition, and (3) a License Agreement permitting Pulte to place its development sign on the Bridge wall and permitting the Lincoln Prairie by Del Webb Homeowner's Association to maintain its sign on the bridge retaining wall, the right for the commercial owner to place and maintain a sign on the portion of the Property on the west side of Eola Road, the right to place a sprinkler system on the Property, and the right for the Lincoln Prairie by Del Webb Homeowner's Association to access and maintain the landscaping on the Property, however, when the commercial property west of Eola Road develops, the signage and

landscaping maintenance of the portion of the Property on the west side of Eola Road will be the responsibility of the commercial owner's association.

RESPECTFULLY SUBMITTED this 7th day of December, 2021

**PETITIONER:**

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



Rosanova & Whitaker, Ltd.  
Attorney for the Petitioner

**EXHIBIT A  
LEGAL DESCRIPTION**

PARCEL 1 (WEST SIDE OF EOLA ROAD):

PART OF THE SOUTH 100 ACRES OF THE NORTHWEST QUARTER, LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD, IN SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE SOUTH 01 DEGREES 21 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 395.49 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 100 ACRES; THENCE SOUTH 88 DEGREES 43 MINUTES 16 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 42.80 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF EOLA ROAD PER DOCUMENT R2021-104971;

THENCE SOUTH 01 DEGREES 20 MINUTES 27 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF EOLA ROAD PER DOCUMENT R2020-116928, A DISTANCE OF 328.88 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 990.00 FEET, AN ARC DISTANCE OF 81.12 FEET, A CHORD BEARING SOUTH 01 DEGREES 00 MINUTES 24 SECONDS WEST, AND A CHORD DISTANCE OF 81.10 FEET TO A POINT OF NON-TANGENT COMPOUND CURVATURE; THENCE WESTERLY, ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 48.00 FEET, AN ARC DISTANCE OF 39.71 FEET, A CHORD BEARING SOUTH 71 DEGREES 47 MINUTES 37 SECONDS WEST, AND A CHORD DISTANCE OF 38.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 84 DEGREES 30 MINUTES 12 SECONDS WEST, A DISTANCE OF 49.72 FEET; THENCE NORTH 73 DEGREES 24 MINUTES 52 SECONDS WEST, A DISTANCE OF 35.93 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 71.00 FEET, AN ARC DISTANCE OF 89.31 FEET, A CHORD BEARING NORTH 37 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 83.54 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 20 MINUTES 27 SECONDS WEST, A DISTANCE OF 14.83 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 37.85 FEET, A CHORD BEARING NORTH 09 DEGREES 30 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 37.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 20 DEGREES 20 MINUTES 40 SECONDS EAST, A DISTANCE OF 234.08 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 38.96 FEET, A CHORD BEARING NORTH 35 DEGREES 28 MINUTES 02 SECONDS WEST, AND A CHORD DISTANCE OF 33.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 43 MINUTES 16 SECONDS WEST, A DISTANCE OF 405.64 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 54.98 FEET, A CHORD BEARING NORTH 46 DEGREES 16 MINUTES 42 SECONDS WEST, AND A CHORD DISTANCE OF 49.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 16 MINUTES 44 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH 100 ACRES; THENCE NORTH 88 DEGREES 43 MINUTES 16 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 538.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 71,173 SQUARE FEET (1.634 ACRES), MORE OR LESS.

PARCEL 2 (EAST SIDE OF EOLA ROAD):

PART OF LOT 170 IN LINCOLN CROSSING SUBDIVISION RECORDED AS DOCUMENT R2021-115293, BEING A SUBDIVISION OF PART OF SECTION 7 AND SECTION 18, IN TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 10 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 57.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 170; THENCE SOUTH 01 DEGREES 20 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 170, A DISTANCE OF 623.79 FEET TO THE POINT OF BEGINNING;

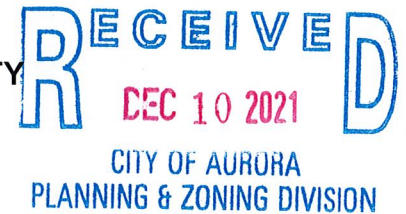
THENCE NORTH 88 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 61.32 FEET TO A POINT ON THE EASTERLY PERIMETER OF SAID LOT 170; THENCE ALONG SAID EASTERLY PERIMETER FOR THE NEXT FOUR (4) COURSES: (1) THENCE SOUTH 35 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 87.20 FEET; (2) THENCE SOUTH 56 DEGREES 12 MINUTES 07 SECONDS EAST, A DISTANCE OF 60.00 FEET; (3) THENCE SOUTH 77 DEGREES 02 MINUTES 12 SECONDS EAST, A DISTANCE OF 86.90 FEET; (4) THENCE NORTH 82 DEGREES 07 MINUTES 42 SECONDS EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 52 SECONDS EAST, A DISTANCE OF 75.68 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE SOUTH LINE OF SAID LOT 170; THENCE ALONG SAID SOUTH LINE FOR THE NEXT THREE (3) COURSES: (1) THENCE WESTERLY, ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 710.00 FEET, AN ARC DISTANCE OF 217.00 FEET, A CHORD BEARING SOUTH 86 DEGREES 44 MINUTES 28 SECONDS WEST, AND A CHORD DISTANCE OF 216.15 FEET TO A POINT OF TANGENCY; (2) THENCE NORTH 84 DEGREES 30 MINUTES 12 SECONDS WEST, A DISTANCE OF 81.10 FEET; (3) THENCE NORTH 40 DEGREES 53 MINUTES 00 SECONDS WEST, A DISTANCE OF 36.20 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON SAID WEST LINE OF LOT 170; THENCE NORTHERLY, ALONG SAID WEST LINE, BEING A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 65.07 FEET, A CHORD BEARING NORTH 00 DEGREES 22 MINUTES 09 SECONDS EAST, AND A CHORD DISTANCE OF 65.06 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 20 MINUTES 27 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,316 SQUARE FEET (0.880 ACRES), MORE OR LESS.

COMMONLY KNOWN AS: South of Wolf's Crossing, East and West of Eola Road, North of 111<sup>th</sup> Street

PINS: 01-18-100-011; 01-18-200-001

**LEGAL DESCRIPTION FOR  
LINCOLN PRAIRIE PEDESTRIAN BRIDGE PROPERTY  
AURORA, ILLINOIS**



PARCEL 1:

PART OF THE SOUTH 100 ACRES OF THE NORTHWEST QUARTER, LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD, IN SECTION 18, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE SOUTH 01 DEGREES 21 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 395.49 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 100 ACRES; THENCE SOUTH 88 DEGREES 43 MINUTES 16 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 42.80 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF EOLA ROAD PER DOCUMENT R2021-104971;

THENCE SOUTH 01 DEGREES 20 MINUTES 27 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF EOLA ROAD PER DOCUMENT R2020-116928, A DISTANCE OF 328.88 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 990.00 FEET, AN ARC DISTANCE OF 81.12 FEET, A CHORD BEARING SOUTH 01 DEGREES 00 MINUTES 24 SECONDS WEST, AND A CHORD DISTANCE OF 81.10 FEET TO A POINT OF NON-TANGENT COMPOUND CURVATURE; THENCE WESTERLY, ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 48.00 FEET, AN ARC DISTANCE OF 39.71 FEET, A CHORD BEARING SOUTH 71 DEGREES 47 MINUTES 37 SECONDS WEST, AND A CHORD DISTANCE OF 38.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 84 DEGREES 30 MINUTES 12 SECONDS WEST, A DISTANCE OF 49.72 FEET; THENCE NORTH 73 DEGREES 24 MINUTES 52 SECONDS WEST, A DISTANCE OF 35.93 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 71.00 FEET, AN ARC DISTANCE OF 89.31 FEET, A CHORD BEARING NORTH 37 DEGREES 22 MINUTES 40 SECONDS WEST, AND A CHORD DISTANCE OF 83.54 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 20 MINUTES 27 SECONDS WEST, A DISTANCE OF 14.83 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 37.85 FEET, A CHORD BEARING NORTH 09 DEGREES 30 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 37.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 20 DEGREES 20 MINUTES 40 SECONDS EAST, A DISTANCE OF 234.08 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 38.96 FEET, A CHORD BEARING NORTH 35 DEGREES 28 MINUTES 02 SECONDS WEST, AND A CHORD DISTANCE OF 33.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 43 MINUTES 16 SECONDS WEST, A DISTANCE OF 405.64 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 54.98 FEET, A CHORD BEARING NORTH 46 DEGREES 16 MINUTES 42 SECONDS WEST, AND A CHORD DISTANCE OF 49.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 16 MINUTES 44 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH 100 ACRES; THENCE NORTH 88 DEGREES 43 MINUTES 16 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 538.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 71,173 SQUARE FEET (1.634 ACRES), MORE OR LESS.

**LEGAL DESCRIPTION FOR  
LINCOLN PRAIRIE PEDESTRIAN BRIDGE PROPERTY  
AURORA, ILLINOIS**

**PARCEL 2:**

PART OF LOT 170 IN LINCOLN CROSSING SUBDIVISION RECORDED AS DOCUMENT R2021-115293, BEING A SUBDIVISION OF PART OF SECTION 7 AND SECTION 18, IN TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 10 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 57.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 170; THENCE SOUTH 01 DEGREES 20 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 170, A DISTANCE OF 623.79 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88 DEGREES 39 MINUTES 33 SECONDS EAST, A DISTANCE OF 61.32 FEET TO A POINT ON THE EASTERLY PERIMETER OF SAID LOT 170; THENCE ALONG SAID EASTERLY PERIMETER FOR THE NEXT FOUR (4) COURSES: (1) THENCE SOUTH 35 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 87.20 FEET; (2) THENCE SOUTH 56 DEGREES 12 MINUTES 07 SECONDS EAST, A DISTANCE OF 60.00 FEET; (3) THENCE SOUTH 77 DEGREES 02 MINUTES 12 SECONDS EAST, A DISTANCE OF 86.90 FEET; (4) THENCE NORTH 82 DEGREES 07 MINUTES 42 SECONDS EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 12 DEGREES 00 MINUTES 52 SECONDS EAST, A DISTANCE OF 75.68 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON THE SOUTH LINE OF SAID LOT 170; THENCE ALONG SAID SOUTH LINE FOR THE NEXT THREE (3) COURSES: (1) THENCE WESTERLY, ALONG A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 710.00 FEET, AN ARC DISTANCE OF 217.00 FEET, A CHORD BEARING SOUTH 86 DEGREES 44 MINUTES 28 SECONDS WEST, AND A CHORD DISTANCE OF 216.15 FEET TO A POINT OF TANGENCY; (2) THENCE NORTH 84 DEGREES 30 MINUTES 12 SECONDS WEST, A DISTANCE OF 81.10 FEET; (3) THENCE NORTH 40 DEGREES 53 MINUTES 00 SECONDS WEST, A DISTANCE OF 36.20 FEET TO A POINT ON A NON-TANGENT CURVE, SAID POINT BEING ON SAID WEST LINE OF LOT 170; THENCE NORTHERLY, ALONG SAID WEST LINE, BEING A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1090.00 FEET, AN ARC DISTANCE OF 65.07 FEET, A CHORD BEARING NORTH 00 DEGREES 22 MINUTES 09 SECONDS EAST, AND A CHORD DISTANCE OF 65.06 FEET TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 20 MINUTES 27 SECONDS WEST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,316 SQUARE FEET (0.880 ACRES), MORE OR LESS.