

EXHIBIT "A"

ANNEXATION AGREEMENT FOR PAS PLAZA LOCATED SOUTHWEST CORNER OF BUTTERFIELD ROAD AND FARNSWORTH AVENUE CONSISTING OF ±1.81 ACRES

This ANNEXATION AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this _____ day of _____, _____ by and between the CITY OF AURORA, ILLINOIS, a municipal corporation, ("CITY"), and ANGEL ASSOCIATES LLC, ("OWNER/DEVELOPER") The City and Owner are referred to as "Party" or "Parties."

WITNESSETH:

1. The Owner/Developer is the record title holder of the subject property (the "Owner") consisting of approximately 1.81 acres legally described in Attachment "A" attached hereto (the "Subject Property").
2. The Owner has attached hereto as Attachment "B" a disclosure of the beneficial owners of any land trust holding title to all or a portion of the Subject Property, if any or a statement indicating that there is none.
3. The Parties to this Agreement desire that the Subject Property be annexed to the City of Aurora with the benefits to the Subject Property being as follows:
 - a. Full development potential of the Subject Property;
 - b. Establishment of high quality development standards that will elevate, support and stabilize property values for the proposed land uses;
 - c. Provision of a water supply system that has been engineered to supply water services to the Subject Property;
 - d. Provision of a sanitary sewer system that has been engineered to supply services to the Subject Property through the Fox Metro Water Reclamation District's facilities, or the City's facilities;
 - e. Provision of police protection by the City's fully trained, staffed and equipped Police Department;
 - f. Provision of fire protection by the City's fully trained, staffed and equipped Fire Department; and,
 - g. Favorable insurance rates due to the City's Fire Department having a Class 3 rating.
4. The Subject Property is contiguous to the city limits of the City of Aurora, Illinois, and is not within the corporate limits of any other municipality.
5. This Agreement is made pursuant to 65 ILCS 5/11-15.1-1 and 65 ILCS 5/7-1-1 of the Illinois Compiled Statutes.
6. All notices, publications, public hearings, and all other matters attendant to said

Agreement as required by State statute and the ordinances, regulations, and procedures of the City have been met prior to the execution by the Parties to this Agreement.

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

SECTION A. Duration, Applicability and Owner/Developer Responsibility

1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, successor Owners of record and/or Developers of the Subject Property, or any part thereof, which is the subject of this Agreement, and their heirs, executors, administrators, successors, assignees, lessees, devisees and upon any successor municipalities for a period of ten (10) years from the date of execution hereof, unless changed in accordance with the law.
2. It is understood and agreed by the Parties hereto that, in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement, all the obligations and responsibilities of the Owner, as herein set forth shall devolve upon and be assumed by such purchaser or grantee, and the Owner shall be released from all obligations which relate to that portion of the Subject Property as may have been sold or conveyed.
3. Owner/Developer agrees to record a copy of the city ordinance providing for the execution of this Agreement and an executed copy of this Agreement with the appropriate County Recorder within sixty (60) days of the approval of said ordinance.
4. Owner/Developer agrees to file with the City Clerk a properly executed Annexation Petition pursuant to this Agreement covering the properties described in Attachment "A" no later than ninety (90) days after the execution of this Agreement.
5. Owner/Developer agrees to petition and diligently pursue the Fox Valley Park District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
6. Owner/Developer agrees to petition and diligently pursue the Fox Metro Water Reclamation District for annexation of the entire Subject Property within ninety (90) days of annexation to the City.
7. Owner/Developer agrees to petition and diligently pursue the appropriate U.S. Post Office for an "Aurora" mailing address on the Subject Property of this Agreement, within ninety (90) days of annexation to the City.
8. Owner/Developer agrees to dedicate right-of-way for existing roadways on, through or adjacent to the Subject Property, at the time of petition for Annexation of the Subject Property as specified herein.
9. Developer agrees to connect to the public sanitary sewer system and shall pay charges for sewer service as are prescribed by City ordinances and by the Fox Metro Water Reclamation District.
10. Owner/Developer agrees to establish and record cross-access easement(s) with regard to private drives on the Subject Property serving the adjacent properties, prior to or at

the time of Final Plan. Owner agrees that such cross-access easements shall include the right of access by contiguous and adjoining property owners to all access point(s) onto the public right-of-way.

11. Owner/Developer agrees that one-hundred (100) percent of the public improvements costs required to serve the development to be constructed on the Subject Property shall be the Developer's responsibly.
12. Owner/Developer agrees that the cost of public improvements described in Section D as the "Developer's Responsibility" shall be constructed at one-hundred (100) percent the Developer's cost.
13. Owner/Developer agrees to cooperate with the City in establishing any special service areas required by the City concerning storm water control and common areas maintenance for the Subject Property including private drives and cross-access easements and shall establish any required Specific Special Service Area ("SSA") within 60 days after Final Plan, Plat and Final Engineering approval, and prior to any conveyance of any parcels to any non-Developer/Owner controlled person or entity. Owner waives any objection to the establishment of an SSA for the Subject Property and agrees that failure to comply and have a required SSA established may result in the City withholding Occupancy Permits in the Development. Developer shall set up a not for profit corporation to act as the Property Owner's Association and it is required that covenants for the Subject Property running with the land be recorded and shall require the setting up of a Property Owner's Association and requiring assessments to take care of the common areas and storm water control facilities.

SECTION B. Annexation, Zoning and City Responsibility

1. Subsequent to the approval of this Annexation Agreement, the City agrees to adopt an ordinance annexing the Subject Property to the City pursuant to an Annexation Petition, subject to the terms and conditions herein.
2. In the event that an Annexation Petition for the Subject Property is not filed within ninety (90) days, the City may void this Agreement by ordinance.
3. Subsequent to Annexation the City agrees to adopt an ordinance classifying the Subject Property as B-2(S) Business District, General Retail and OS-1(S) Conservation, Open Space and Drainage District with a Special Use Planned Development, granting the modifications specified in Section D herein and approving the Plan Description for the development as set forth in Attachment "C".
4. City agrees to adopt the Preliminary Plan and Plat document incorporated herein as Attachment "C" by separate Resolution, upon and concurrently with annexation of the Subject Property.
5. City agrees to the access points from the existing public right-of-way for the Subject Property as identified in Section E.3. of this Agreement pending any applicable State or County review and approval of said access points.

SECTION C. Development Review

1. No portion of the Subject Property shall be developed until and unless the City in accordance with the conditions has approved such development hereinafter set forth.
2. The Subject Property described in Attachment "A" shall be governed by all of the requirements contained in the Aurora Zoning Ordinance No. 3100, except for variations which are specifically set forth in Section D of this agreement, and shall be subject to the appropriate modifications of the attached Plan Description as Attachment "C".
3. Except as provided herein, the provisions of the Aurora Subdivision Control Ordinance shall govern all development of the Subject Property regardless of the size of a parcel being developed at any one time. If no subdivision plats for the Subject Property are required, then Owner agrees that the public improvements and other subdivision control requirements of the Aurora Subdivision Control Ordinance shall be applicable to the Subject Property.
4. A Preliminary Plan and Plat is required to be approved by the City Council on the entire Subject Property described in Attachment "A" prior to the approval of any Final Plan(s) and Plat(s) being approved for any part of said Subject Property.
5. Preliminary Plat(s) and Plan(s) and Final Plat(s) and Plan(s) may be submitted and approved simultaneously.
6. Final plats may be presented to the City for approval individually.
7. Building Elevations shall be presented for approval with the Final Plat and/or Plan and will be evaluated based on quality and variety of building materials, orientation and presentation from the public street, and the use of architectural elements and environmentally sustainable design and construction. Any subsequent Developer of the Subject Property agrees that any new structure(s) shall be designed and constructed to create a uniform theme architecturally with any structure(s) on adjacent properties that are a part of the Development, by incorporating common exterior façade elements and materials.
8. The construction of buildings on the Subject Property shall be in accordance with the Aurora Building Code requirements in force at the time of issuance of building permits.
9. All codes and ordinances of the City of Aurora not amended herein by this Agreement and all codes and ordinances applicable Citywide adopted by said City after the execution and entering into of this Agreement by the Parties hereto shall apply to the Subject Property.
10. Engineering plans and specifications for the improvements to be installed in each phase of the development shall be submitted to the City together with the final subdivision plat for such phase.

SECTION D. Variations and Special Uses

1. The variations and conditions as set forth in the Plan Description attached hereto and hereby requested and agreed to shall apply.

SECTION E. Roads, Public Utilities and Storm Water Management

1. A five-foot (5') concrete sidewalk or eight-foot (8') asphalt path is required to be installed by the Developer along all property lines adjacent to public streets. 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 Preliminary Plan.
2. The access points from the existing public right-of-way for the Subject Property are as follows:
 - a. All as shown on the Preliminary Plan document incorporated herein as Attachment "C"
3. A double-fed public water main system is required to provide adequate fire protection and water service for the Subject Property and each lot as shown on the preliminary plan.
4. Development of the Subject Property requires that adequate storm and sanitary discharge plans, and other related plans, have been approved by the appropriate City of Aurora Department, or agency with responsible jurisdiction, prior to construction thereof.
5. Wetland and/or floodplain mitigation shall be subject to review and approval by an appropriate outside agency within responsible jurisdiction.
6. The Owner/Developer is responsible for the payment of recapture for the construction of watermain along Butterfield Road adjacent to the Subject Property pursuant to Resolution R95-268 approved on June 20, 1995. Said recapture amount is \$9.00 per linear foot of frontage of the Subject Property, being \$4,276.53 based on 475.17 linear feet and shall be due upon final engineering plan approval.
7. A subsurface drainage investigation report shall be submitted to the City's Engineering Division for review, as per the requirements of the Stormwater Ordinance. Any and all field tiles on the Subject Property must be protected during construction and shall be re-routed so as to not run under any building. Any filling operations must be done in such a manner so as not to raise the emergency overland flow elevations on adjacent properties. When, as and if said field tile is re-routed or damaged Owner and Developer shall repair all damaged field tile but shall not be required to use any tile of a type, kind or character other than is the same or equal to that presently used in the field tile in question. If the tile is run under any paved area, or within public right of way, then concrete tile must be used.
8. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
9. All improvements, buildings and structures shall be required to follow the Kane County Stormwater Ordinance requirements as adopted by the City.

SECTION F. General Provisions

1. In the event that any section, subsection or paragraph of this Agreement is held to be invalid, the invalidity of such section, subsection or paragraph shall not affect any of the other provisions of this Agreement. None of the parties to this Agreement shall

challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision thereof as defense to any claim by any other party seeking to enforce this Agreement.

2. Any notice or demand hereunder from any Party hereto to another Party hereto shall be in writing and shall be deemed served if mailed by prepaid registered or certified mail addressed as follows:

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

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

If to the Owner: Angel Associates, LLC
381 E Saint Charles Road
Carol Stream, IL 60188

If to the Developer: CIMA Developers, Inc
381 E. St Charles Road
Carol Stream, IL 60188

With copy to: William E. Boylan, Attorney
381 E. St. Charles Road
Carol Stream, IL 60188

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

Executed in Aurora, Illinois.

CITY OF AURORA,
an Illinois municipal corporation,

Mayor

ATTEST:

City Clerk

DEVELOPER:

Angel Associates, LP
an Illinois Limited Partnership

By: _____

Print Name/Title: _____

ATTEST:

By: _____

Print Name/Title: _____

ATTACHMENT "A"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel Number(s): 12-36-300-006, 12-36-300-009, 12-35-477-006

Commonly Known as: 33W991 Butterfield Road and 34W104 Butterfield Road, being vacant land located in Kane County.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID SECTION 35 AND RUNNING WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 19.36 FEET TO A PLACE OF BEGINNING, THENCE NORTHERLY AT A RIGHT ANGLE TO AFORESAID SOUTH LINE OF SECTION 35 A DISTANCE OF 266.01 FEET TO A POINT IN THE SOUTH RIGHT OF WAY OF FEDERAL AID ROAD 131, THENCE EASTERLY ALONG THE AFORESAID RIGHT OF WAY 158.55 FEET, THENCE SOUTHERLY 289.85 FEET TO A POINT IN THE SOUTH LINE OF AFORESAID SECTION 36 A DISTANCE OF 137.39 FEET FROM THE SOUTHWEST CORNER OF AFORESAID SECTION 36, THENCE WESTERLY ALONG THE SOUTH LINE OF AFORESAID SECTION 36 A DISTANCE OF 137.39 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE EAST ALONG SAID SOUTH LINE OF SECTION 36, 13.64 FEET TO AN IRON PIPE FOUND AT THE POINT OF BEGINNING; THENCE NORTHERLY 66.05 FEET TO AN IRON PIPE FOUND; THENCE EASTERLY, 124.00 FEET TO AN IRON PIPE FOUND THENCE SOUTHERLY, 65.62 FEET TO AN IRON PIPE; THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 36, 123.69 FEET TO SAID POINT OF BEGINNING) IN KANE COUNTY, ILLINOIS; AND THE EAST 33 FEET, AS MEASURED ALONG THE SOUTH LINE OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35 AND RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 19.36 FEET FOR A POINT OF BEGINNING, THENCE NORTHERLY AT RIGHT ANGLES TO THE AFORESAID SOUTH LINE OF SECTION 35, 266.01 FEET TO A POINT IN THE SOUTH RIGHT OF WAY OF FEDERAL AID ROAD 131, THENCE WESTERLY ALONG THE AFORESAID SOUTH RIGHT OF WAY 388.85 FEET TO THE CENTER OF CHURCH ROAD, THENCE SOUTHERLY ALONG THE CENTER OF AFORESAID CHURCH ROAD 208.3 FEET TO THE SOUTH LINE OF AFORESAID SECTION 35, THENCE EASTERLY ALONG SAID SOUTH LINE 384.43 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BATAVIA, KANE COUNTY, ILLINOIS.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 282.32 FEET, THENCE NORTH AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID QUARTER SECTION 312.84 FEET TO THE SOUTHERLY LINE OF FEDERAL AID ROUTE NO. 131 FOR THE POINT OF BEGINNING, THENCE SOUTH ALONG LAST MENTIONED LINE 312.84 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE EAST ALONG SAID SOUTH LINE 134.52 FEET, THENCE NORTH AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID QUARTER SECTION, 334.74 FEET TO THE SOUTHERLY LINE OF SAID FEDERAL AID ROUTE NO. 131, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID FEDERAL AID ROUTE NO. 131, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID ROAD 136.29 FEET TO THE POINT OF BEGINNING, TOWNSHIP OF BATAVIA, KANE COUNTY, ILLINOIS.

ATTACHMENT "B"

DISCLOSURE OF BENEFICIAL OWNERS

The Subject Property of this Annexation Agreement, to which this statement is attached, is not held in form of a land trust.

ATTACHMENT "C"

A PLAN DESCRIPTION FOR 5.035 ACRES OF

THE PAS PLAZA DEVELOPMENT

A Plan Description for the Pas Plaza Development property at the southwest corner of Butterfield Road and Farnsworth Avenue with B-2(S) Business District, General Retail and OS-1(S) Conservation, Open Space and Drainage District with a Special Use Planned Development Zoning Pursuant to Section 10.6-6. of the Aurora Zoning Ordinance

Table of Contents

I. QUALIFYING STATEMENTS3

 A. PURPOSE.....3

 B. INTENT3

II. GENERAL CHARACTER.....3

 A. EXISTING CONDITIONS3

 B. EXISTING ZONING CLASSIFICATIONS.....4

 C. COMPREHENSIVE PLAN4

III. DEVELOPMENT STANDARDS FOR EACH LAND USE PARCEL4

 A. ZONING4

 Parcel 1 – B-2(S) Business District, General Retail5

 Parcel 2 – OS-1(S) Conservation, Open Space, and Drainage District.....6

 B. BUILDING, STRUCTURES AND SIGNAGE6

IV. REQUESTED MODIFICATIONS AND EXCEPTIONS FROM THE AURORA ZONING ORDINANCE, SUBDIVISION CONTROL ORDINANCE, AND SIGN ORDINANCE8

V. GENERAL PROVISIONS10

VI. LIST OF ATTACHMENTS10

 ATTACHMENT "A" - Legal Description of Development Parcels

 ATTACHMENT "B" – Map of Development Parcels

 ATTACHMENT "C" - Special Sign District Regulations

I. QUALIFYING STATEMENTS

A. PURPOSE

This Special Use/Planned Unit Development Amendment has evolved to assist the Aurora Planning Commission and City Council in governing their recommendations and actions on this development as it relates to the existing zoning and land uses in the area.

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

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

For the purposes of this document, the Developer shall be accountable for all requirements within this Plan Description.

B. INTENT

This Plan Description has been prepared pursuant to the requirements of Section 10.6-6.2 of the Aurora 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 City of Aurora Comprehensive Plan. These policies include:

11.1(3) To encourage new development contiguous to existing development,

11.1(5) To guide and promote development to area where public utilities, public roads and municipal services are either available or planned;

12.1(9) To guide development and redevelopment into energy efficient land use patterns;

14.1(4) To encourage quality site design throughout the City;

14.1(5) To provide for the visual enhancement of the City through attractive landscaping, quality signage and diverse building design and arrangement;

63.1(1) To promote an integrated pedestrian circulation system in the City.

II. GENERAL CHARACTER

A. EXISTING CONDITIONS

1. Subject Property

The Subject Property consists of approximately 5.035 acres lying at the southwest corner of Butterfield Road and Farnsworth Avenue. The majority

of the property is currently vacant with the exception of the existing gas station which is located at the corner. The property lies within the Batavia School District #101 boundaries.

2. Surrounding Property

The Savannah Crossing's commercial development is located to the north, across Butterfield Road, which consists of a Walmart and several outlots. There is a single family residence on a portion of the property to the south. The other portion to the south houses Nadler Golf Cart Sales Facility. The property to the west has been developed as a retail strip center which contains a West Suburban Bank. The property to the east, across Farnsworth Avenue, is the Butterfield Villages commercial development.

B. EXISTING ZONING CLASSIFICATIONS

1. Subject Property

A portion of the Subject Property is currently zoned R-1, B-3 and B-3(S) for the Gas Station in the City of Aurora.

2. Surrounding Property

The properties to the north and west are zoned B-2(S) Business District, General Retail Special Use Planned Development. The property to the south is zoned M-1 Manufacturing District, Limited and the property to the east is zoned PDD Planned Development District with a Special Use.

C. COMPREHENSIVE PLAN

1. Subject Property

The City of Aurora Comprehensive Plan designates the Subject Property as Commercial.

2. Surrounding Property

The City of Aurora Comprehensive Plan designates the surrounding properties as Commercial.

III. DEVELOPMENT STANDARDS FOR EACH PARCEL

A. ZONING

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

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

1. Parcel A - B-2(S) Business District, General Retail

1.1. Regulations applicable.

The zoning parcel referenced within this document as Parcel A contains approximately 4.45 acres. Upon approval of this document, said property shall be designated as B-2(S) Business District, General Retail with a special use for a planned development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance except as modified herein, including but not limited to Section 8.3 Business District, General Retail.

1.2. Statement of Intent

The B-2 Business District, General Retail has been chosen as the underlying base zoning for this parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Subject Property will be developed as a neighborhood services and retail center.

1.3. Use Regulations

1. This property shall be limited to those uses permitted in the B-2 Business District, Section 8.3, with the following modifications:

a. The following uses shall be prohibited:

- (1) Pawnshop (2160)
- (2) Use Clothing Stores (2120)
- (3) Banks, Financial Institutions and Insurance (2200)
(This prohibition is limited to payday Loans and Currency Exchanges.)
- (4) Laundromat (2610)
- (5) Tattoo Salon (2630)

b. The following uses shall be permitted:

- (1) Gasoline Station (2831)

c. The following uses shall be limited in number: The Subject Property may permitted up to two (2) total of any one or more of the following uses:

- (1) Drive Through Restaurants (2530)
- (2) Retail sales or service, with a Drive Through (2110)

1.4 Bulk Restrictions

a. The Bulk Restrictions shall be pursuant to the Section 5 and 8.3-5. of the Aurora Zoning Ordinance, except as follows:

- (1) The setback along Butterfield Road shall be 25 feet.
- (2) The setback along Farnsworth Avenue shall be 25 feet. However, the legal non-conforming status for Lot 1 may remain until the site is redeveloped at a future date.
- (3) The setback along the stormwater management facility lot shall be 0.4 feet.

2. Parcel B – OS-1 Conservation, Open Space, and Drainage District

2.1 Parcel Size and Use Designation

The zoning parcel referenced within this document as Parcel B contains approximately 0.583 acres. Upon approval of this document, said property shall be designated as Conservation, Open Space, and Drainage District Zoning, with a Special Use Planned Development on the City of Aurora Zoning Map, and be regulated by the Aurora Zoning Ordinance except as modified herein, including but not limited to the provisions for the underlying base zoning district being Section 6.4 titled Conservation, Open Space, and Drainage District.

2.2. Statement of Intent

The OS-1 Conservation, Open Space, and Drainage District, has been chosen as the underlying base zoning for this Parcel to provide for the long-term viability of the property and to ensure consistency and compatibility with the adjacent zoning and uses. The Parcel will be developed as a detention facility for the neighborhood services and retail center.

2.3 Use Regulations

1. This property shall be limited to those uses permitted in the OS-1 Conservation, Open Space, and Drainage District, Section 6.4.

2.4 Bulk Restrictions

1. This property shall be subject to the Bulk Restrictions in the OS-1 Conservation, Open Space, and Drainage District, Section 6.4 and Section 5.

B. BUILDING, STRUCTURES AND SIGNAGE

1. Building Elevations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of building materials, orientation and presentation from the public street and the use of architectural elements.

2. Retaining walls utilized within the development shall not exceed three (3) feet in height. The stepping of retaining walls is allowed up to six (6) feet in overall height with a minimum run of three (3) feet between steps.
3. A five-foot (5') concrete sidewalk or eight-foot (8') asphalt path is required to be installed by the Developer along all property lines adjacent to public streets. Said sidewalk or path may be located one foot inside the right of way line. The determination of materials and location shall be determined at the time of Final Plan.
4. Signage Elevations and locations shall be subject to approval with the Final Plan and will be evaluated based on the quality and variety of materials, orientation and presentation to the public street and the use of architectural elements.
5. Sales and Construction Trailer(s) shall be permitted. At the Developer's sole risk the Developer may install, maintain and occupy up to one (1) trailer subject to the following:
 - 5.1 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. Planning Commission or City Council approval shall not be required.
 - 5.2 Installation of sanitary sewer and public water shall not be a condition to the issuance of permits for construction, storage and sales trailers;
 - 5.3 Sales Trailers shall be removed at such time as the Developer receives occupancy permits for the Sales/Model homes;
 - 5.4 The Developer shall be permitted to construct and maintain other appurtenant facilities for said trailers including temporary driveways.
 - 5.5 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.
 - 5.6 Construction and storage trailers shall be removed within sixty (60) days following the completion of construction activity on the affected parcel.
 - 5.7 All references to trailers in this Section shall be as that term is

defined in the City's 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.

IV. REQUESTED MODIFICATIONS AND EXCEPTIONS TO THE AURORA ZONING ORDINANCE AND SUBDIVISION CONTROL ORDINANCE

A. AURORA ZONING ORDINANCE MODIFICATIONS AND EXCEPTIONS

1. Section 8.3-4 Use Regulations:

This property shall be limited to those uses permitted in the B-2 Business District, Section 8.3, with the following modifications:

a. The following uses shall be prohibited:

- (1) Pawnshop (2160)
- (2) Use Clothing Stores (2120)
- (3) Banks, Financial Institutions and Insurance (2200)
(This prohibition is limited to payday Loans and Currency Exchanges.)
- (4) Laundromat (2610)
- (5) Tattoo Salon (2630)

b. The following uses shall be permitted:

- (1) Gasoline Station (2831)

c. The following uses shall be limited in number: The Subject Property may permitted up to two (2) total of any one or more of the following uses:

- (1) Drive Through Restaurants (2530)
- (2) Retail sales or service, with a Drive Through (2110)

2. Section 8.3-5.: Bulk Restrictions

Bulk Restrictions shall be pursuant to the Section 5 and 8.3-5., "Bulk Restrictions" of the Aurora Zoning Ordinance, except as follows:

- (1) The setback along Butterfield Road shall be 25 feet
- (2) The setback along Farnsworth Avenue shall be 25 feet. However, the legal non-conforming status for Lot 1 may remain until the site is redeveloped at a future date.
- (3) The setback along the stormwater management facility lot shall be 0.4 feet.

B. SUBDIVISION CONTROL ORDINANCE MODIFICATIONS AND EXCEPTIONS

1. The installation of street trees, sidewalks, and parkway landscaping shall be a condition of the issuance of a Certificate of Occupancy and shall not be included in the security required under 43-55(a)3.

2. The Developer may commence construction of the major earthwork and stormwater detention facilities at the Owner's or Developer's sole risk before approval of the Final Plat, provided that prior thereto, the subdivider submits plans, estimates, and specifications for all public improvements for approval by the City Engineer; receives approval from all other appropriate authorities that have jurisdiction, including, but not limited to the Kane DuPage Soil and Water Conservation District; review and approval of the wetland delineation in accordance with the City of Aurora Stormwater Ordinance; Engineering Department approval of a mass grading plan and Stormwater Management Permit Application as required by the City of Aurora Stormwater Ordinance; and post cash or securities in the amount equal to one hundred and ten (110) percent of the estimated costs for mass grading site restoration and soil erosion control items.

C. SIGN ORDINANCE MODIFICATIONS AND EXCEPTIONS:

1. Section 41-4: Business Signs

- i) Area - 50 sq. ft. each sign, each side
- ii) Height – eight (8) feet maximum
- iii) Number – one (1) sign per lot with the exception that Lot 1 may have two (2) signs, one along each right of way.
- iv) 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
- v) The sign setback shall be equal to the height of the sign. However, the legal non-conforming status for the sign on Lot 1 may remain until the sign is modified at a future date.

2. Section 41-6(8): Temporary real estate signs

- a. Area: 300 sq. ft. each side, each sign
- b. Height: 20' max.
- c. Construction: Wood may be illuminated, no flashing lights or strobes.
- d. Quantity: 1 on the subject property
- e. All temporary development signs shall be removed from the property prior to the issuance of the last occupancy permit or within 2 years of the approval of this Plan Description whichever is earlier.

V. 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 Section 15 of the Aurora Zoning Ordinance. 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.

VI. LIST OF ATTACHMENTS

ATTACHMENT "A" – Legal Description of Development Parcels

ATTACHMENT "B" – Map of Development Parcels

ATTACHMENT "C" - Special Sign District

ATTACHMENT "A"
LEGAL DESCRIPTION

Parcel Number(s):12-35-477-006, 12-36-300-006, 12-36-300-008, 12-36-300-009, and 12-36-300-010; 12-36-300-029

Commonly known as: 33W991 Butterfield Road, 34W015 Butterfield Road, 1387 Butterfield Road and 1395 Butterfield Road located in Kane County.

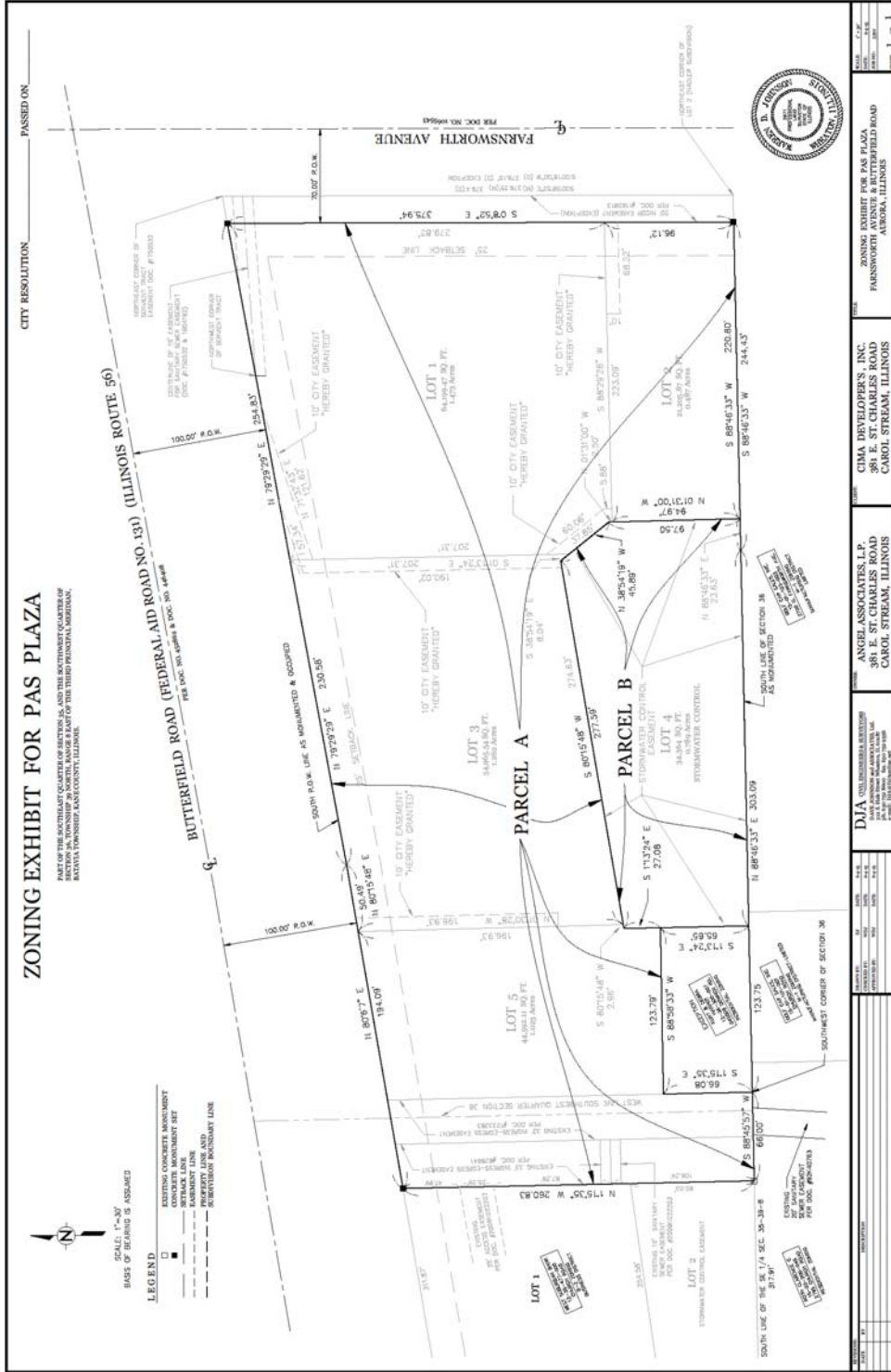
PARCEL A:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF AFORESAID SECTION 35; THENCE SOUTH 88 DEGREES 45 MINUTES 57 SECONDS WEST 66 FEET; THENCE NORTH 1 DEGREE 15 MINUTES 35 SECONDS WEST 260.83 FEET; THENCE NORTH 80 DEGREES 6 MINUTES 7 SECONDS EAST 194.09 FEET; THENCE NORTH 80 DEGREES 15 MINUTES 48 SECONDS EAST 50.49 FEET; THENCE NORTH 79 DEGREES 29 MINUTES 29 SECONDS EAST 230.58 FEET; THENCE NORTH 79 DEGREES 29 MINUTES 29 SECONDS EAST 254.83 FEET; THENCE SOUTH 0 DEGREES 8 MINUTES 52 SECONDS EAST 375.94 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 33 SECONDS WEST 220.80 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 00 SECONDS WEST 97.50 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 19 SECONDS WEST 45.89 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 48 SECONDS WEST 277.59 FEET; THENCE SOUTH 1 DEGREE 13 MINUTES 24 SECONDS EAST 27.08 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 33 SECONDS WEST 123.79 FEET; THENCE SOUTH 1 DEGREE 15 MINUTES 35 SECONDS EAST 66.08 FEET TO THE POINT OF BEGINNING. CONTAINING 184,963 S.F. (4.246 ACRES). IN BATAVIA TOWNSHIP, KANE COUNTY, IL

PARCEL B:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID SECTION 35; THENCE NORTH 88 DEGREES 46 MINUTES 33 SECONDS EAST 426.84 FEET FOR A POINT OF BEGINNING; THENCE NORTH 1 DEGREE 31 MINUTES 0 SECONDS WEST 97.50 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 19 SECONDS WEST 45.89 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 48 SECONDS WEST 277.59 FEET; THENCE SOUTH 1 DEGREE 13 MINUTES 24 SECONDS EAST 92.72 FEET; THENCE NORTH 88 DEGREES 46 MINUTES 33 SECONDS EAST 303.09 FEET TO THE POINT OF BEGINNING. CONTAINING 34,364 S.F. (0.789 ACRES). IN BATAVIA TOWNSHIP, KANE COUNTY, IL

ATTACHMENT "B" MAP OF DEVELOPMENT PARCELS



ATTACHMENT "C"
SPECIAL SIGN DISTRICT REGULATIONS

In addition to any signs permitted by City ordinance, pursuant to Chapter 41 "Signs" of the City Code of Ordinances, the City hereby establishes a special sign district pursuant to Section 41-14. "Special Sign District" for the Subject Property and adopts the special sign district regulations and specifications in this Attachment E to Plan Description. The regulations in this Attachment B shall supersede the regulations in the City sign ordinance. In the case of a conflict between the regulations in the City sign ordinance and this Attachment B, the more restrictive provision shall apply.

A. Signs Permitted

1. Temporary real estate signs – Development Identification

- a. Area: 300 sq. ft. each side, each sign
- b. Height: 20' max.
- c. Construction: Wood may be illuminated, no flashing lights or strobes.
- d. Quantity: 1 on the subject property
- e. All temporary development signs shall be removed from the property prior to the issuance of the last occupancy permit or within 2 years of the approval of this Plan Description whichever is earlier.

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. Construction of said signage shall be monument style with consistent architectural elements on all signs, with any combination of wood, masonry, concrete and landscaping with illumination; signage itself may be with any combination of backlit pin letters or paneling.
- b. Lot signage
 - i) Area - 50 sq. ft. each sign, each side
 - ii) Height – eight (8) feet maximum
 - iii) Number – one (1) sign per lot with the exception that Lot 1 may have two (2) signs, one along each right of way.
 - iv) 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
 - v) The sign setback shall be equal to the height of the sign.

However, the legal non-conforming status for the sign on Lot 1 may remain until the sign is modified at a future date.

B. 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 and the American flag.
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.