

VILLAGE OF SUGAR GROVE BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: SCOTT KOEPEL, VILLAGE ADMINISTRATOR
SUBJECT: APPROVAL OF AN ANNEXATION AGREEMENT
AGENDA: THE GROVE PROPERTY SEPTEMBER 10, 2024,
DATE: REGULAR BOARD MEETING SEPTEMBER 4, 2024

ISSUE

Should the Village approve an Annexation Agreement with Sugar Grove LLC?

DISCUSSION

The Illinois Legislature has granted municipal authorities the exclusive power to define their community boundaries and control the pace of development. Expanding corporate boundaries is accomplished through annexation, following the procedures established by state law. Annexation agreements bind both the municipality and the developer for an extended period, typically lasting up to 20 years. These agreements usually cover key topics such as zoning, utilities, impact fees, and the conditions under which municipal ordinances may be modified during the agreement's term.

Sugar Grove LLC submitted a petition for annexation and an annexation agreement to the Village of Sugar Grove on July 12, 2024. As the sole owner of the entire property, which is contiguous and within the Village's Future Land Use Map, the petition was duly considered. A public hearing for the annexation was held on August 20 and was properly noticed to the public. The hearing took place at Waubensee Community College and all interested parties in attendance were able to address the Village Board. A two-thirds (2/3) vote of the corporate authorities holding office is required to approve an annexation agreement.

The property will be classified as a Planned Development District (PDD) and subdivided into five areas, which are essential to the land use planning of the site. The PDD is included as an exhibit in the annexation agreement. Additionally, a public hearing was held by the Plan Commission and Zoning Board of Appeals to discuss the PDD and subdivision. The areas are identified as follows:

Area 1 – Residential.

Area 2 – Residential

Area 3 - Commercial, Retail, Office, Civic and Residential

Area 4 – Business, Industrial, Data Center, and Commercial Uses

Area 5 – Commercial, Retail, Office, Civic and Residential

Staff used existing policy as a guide when working with the developer on the Annexation Agreement. The Village of Sugar Grove has previously invested over \$500,000 in the full

interchange at Rt. 47 and I-88. Annexing the property aligns with the Village's previously approved policy and will help secure a return on that investment.

In 2023, the Village Board adopted a new comprehensive plan. Comprehensive plans are long-range plans used to direct the growth, policies, and the overall development of a place. The land uses in the Annexation Agreement and PDD align with the future land use plan. The Comprehensive Plan includes three vision statements.

The first vision statement, *Connection: Building and Connecting What's Here*, is reflected in the Annexation Agreement, which includes the extension of Denny Road, multi-use paths, walking trails, and new residential growth adjacent to an established neighborhood. This new development will be connected to commercial opportunities in the town center located in Area 3.

The second vision statement, *Growth: Growth at a Neighborhood Scale*, is supported by the Annexation Agreement's provisions for walkable residential growth and a greater mix of home types. The commercial and industrial areas will offer services, jobs, recreation, and community gathering spaces.

The third vision statement, *Nature: A Village Defined by Nature*, is embodied in the Annexation Agreement through the inclusion of ten acres of parks, a 30-acre retention pond with a walking path, and a 70-acre natural area featuring an improved path and creek crossing. Currently, the entire property is privately owned and inaccessible to residents.

A redlined version of the annexation agreement that includes the changes after Village Board discussion was provided in the meeting packet.

The following updates were made (excluding grammar, general clarification, and punctuation errors). Any underlined items should be discussed prior to approval.

Section 3.2 Conflicts– Added “Any changes in provisions of other Village ordinances mandated by the Village for life safety purposes”

Section 4.1 The District – Added “Any changes in provisions of other Village ordinances mandated by the Village for life safety purposes”

Section 4.2.3 Park and Open Space Contributions – added “The improved parks shall include a 2-acre park in Area 2 east of the Proposed Denny Road (the Proposed Denny Road is generally depicted on Exhibit C), and a 1-acre park in any Area (except Area 3) with Multi-Family or Senior Residential uses (as defined in the Regulating Plan).” Also added “Any request for a height deviation exceeding the maximum height stated in the Regulating Plan by more than 10% or a height deviation for a Data Center shall be deemed a Major Change.”

Section 4.2.7 Building Height Variations – added “The foregoing height deviation shall not be applicable to the Data Center use classification under the Regulating Plan.”

Section 4.2.9 Area 2 Density Limit – added “The maximum number of single-family residential rental units that may be constructed within Area 2 shall be 200 units.”

Section 4.2.10 Area 3 Density Limit and Density Adjustment – added later of 8 years or 80% build out in area 2.

Section 4.4 Interpretation – Section re-written as follows, “The parties acknowledge that every type of potential use cannot be addressed in this Agreement. Should a proposed

use not be specifically described or assigned a classification under the Planned Development District Ordinance or the Regulating Plan, the Owner may request that it be designated a “Similar Use.” The Village Administrator may allow a land use to be considered as a permitted or special use which, though not identified by name in the Planned Development District or the Regulating Plan of permitted or special uses, is deemed to be similar in nature, and clearly compatible with the listed uses. Any request for a use to be classified a Similar Use shall be submitted to the Village Administrator who, with the approval of the Village Attorney, shall select a use within the Planned Development District Ordinance or the Regulating Plan which most closely approximates the proposed use using criteria such as the nature of the use, conformance with the purpose of the Area in which it is proposed, aesthetics, traffic characteristics, and potential nuisance effects (noise, vibration, dust, smoke, odor, glare, hours of operation). The Village Administrator shall reference the Standard Industrial Classification (SIC) Code to determine similarity or compatibility. Once a Similar Use is determined, the proposed use shall comply with any conditions and review procedures applicable to the zoning classification within which the use falls. If the Village Administrator determines that the proposed use is not a Similar Use, it shall be deemed a Major Change according to the Planned Development District Ordinance and the Regulating Plan.”

Section 5.1 Plan Submissions – added “including but not limited to” and “Any changes in provisions of other Village ordinances mandated by the Village for life safety purposes”

Section 5.2 Phasing and Timing of Plans– changed from “shall not expire” to “shall expire upon the expiration of this Agreement”

Section VI Subdivision Restrictions – Section re-written as follows, “The Parties acknowledge that the existing Village Subdivision Ordinance would, without modification, limit flexibility in design of certain elements of the Property, limit the Owner’s ability to develop the Property as a Planned Development District and potentially limit the economic contribution of the Property to the Village. Accordingly, the Village Subdivision Ordinance and future subdivision ordinances will only apply to the Property to the extent they do not conflict with the criteria shown on Exhibit F hereto and the terms thereof shall be deemed included in the terms and conditions of the Planned Development District Ordinance. If at any time the Village Subdivision Ordinance is less restrictive than the criteria shown on Exhibit F, the Owner may request for the less restrictive criteria to apply as a Minor Change as provided in Section IV of the Regulating Plan. The only exceptions to this section are changes made to the Village’s subdivision ordinance that are mandated by the Village for life safety purposes or because of a change in county, state, or federal laws and/or regulations.”

Section 6.2 Applicable Subdivision Regulations – added “changes in provisions of other Village ordinances mandated by the Village for life safety purposes”

Section 7.1 Water – added “The Village acknowledges and agrees to provide the Property with 9 Population Equivalents per gross acre (9 PE/Ac.) in potable water capacity and treatment allocation out of the Village’s water system to provide adequate water service to the Property” and “at no cost to the Village and subject to a mutually acceptable form of easement agreement”

Section 7.1 Water, Section 7.4 Water Treatment Plant Site, & Exhibit G – The Village Board asked for staff’s opinion on an elevated tank vs a ground storage tank. It is Public Works Director Merkel’s opinion after operating both types of storage tanks (Elevated for

28 years and Ground for 18 years) elevated storage is the best option for the Village at this location.

Elevated Water Storage Tanks

Advantages:

1. **Gravity-Driven Distribution:** Elevated tanks use gravity to provide pressure, which reduces the need for energy-intensive pumps as well as lowers operational costs.
2. **Consistent Pressure:** Elevated tanks offer a reliable and consistent water pressure to the distribution system. This minimizes opportunities for pressures to spike in the system and result in water main breaks.
3. **Emergency Supply:** Elevated tanks can generally provide as much water as is in the tank without any restrictions to the rate at which water is delivered to a site during emergencies or peak demand times.
4. **Reduced Pumping Costs:** Since water is distributed via gravity, the need for pumps can be minimized, leading to reduced electricity costs.
5. **Lower Initial Cost:** The initial construction cost of the elevated water storage tank can often be less than a ground storage.

Disadvantages:

1. **Vertical Space:** They require significant vertical space.
2. **Maintenance Challenges:** Maintaining and accessing elevated tanks can be more complex and can require specialized equipment and safety measures.
3. **Location/Elevation Sensitive:** The location of an elevated water storage tank is highly dependent on the elevations of the land to obtain the appropriate pressures, and therefore, suitable locations limit where a tank can be constructed.

Ground Storage Tanks

Advantages:

1. **Easier Maintenance:** They are easier to access for inspection, cleaning, and maintenance since they are at ground level.
2. **Less Impact on Landscape:** Ground tanks can be designed to blend with the landscape or be placed in less visible areas, minimizing visual impact.
3. **Flexibility in Location:** They can be located in a wider variety of places without the need for significant elevation.

Disadvantages:

1. **Higher Initial Cost:** Although ground storage tanks generally cost less to construct, a pump station would be required to be constructed adjacent to the ground storage tank. This pump station is needed to boost the water from the ground storage tank to the system at an acceptable pressure.
2. **Higher Pumping Costs:** Ground tanks rely on pumps to provide the necessary pressure for water distribution, which will lead to higher operational costs and energy use.

3. **Potential for Contamination:** Being at ground level, they might be more exposed to potential sources of contamination. However, proper design, safety measures, and maintenance can mitigate these risks.
4. **Pressure Variability:** An elevated water storage tank offers pressure relief to water distribution systems at times when pressures vary significantly such as when pumps turn on and off and/or when significant, rapid changes in demand occur. To provide this pressure relief with an area that is only being fed by a ground storage tank, then it is likely that pressure relief valves will need to be strategically located in the system as well as a hydropneumatics tank to minimize the potential for water main breaks due to pressure fluctuations. Furthermore, water pressure can be less consistent compared to elevated tanks which could be problematic to not only the Village's distribution system, but also potentially to fire systems within private buildings.
5. **More infrastructure to be built and maintained: If a ground storage tank is constructed, an additional pump station will be required as well as a hydropneumatics tank and pressure relief valves.**

Section 7.2 Sewer – added “at no cost to the Village and subject to a mutually acceptable form of easement agreement”

Section 8.2 Village Hall Land Donation (new Section) - Owner agrees to dedicate to the Village a not less than 0.5 acre site for the Village to construct a Village hall. If the Village requests such dedication, the site shall be dedicated as part of the recording of the first Final Plat of Subdivision for Area 3A. The exact location of the Village Hall site within Area 3A shall be mutually agreed upon by Owner and the Village.

Staff recommends that the Village Board discuss the size of the site with the developer.

Section 10.1 Construction Access – added “via Route 47”

Section 10.3 Illinois Route 47 - removed “selected by Owner”

Section 10.4 Roadway Improvements – added “Notwithstanding anything contained herein to the contrary, hot poured joint sealer shall not be required between the finished pavement surface and the curb and gutter.

The developer added this change, and staff disagrees with this change.

Section 11.2.1.1 Application for Building Permits – “The issuance of a permit for any phase shall not imply approval of a permit for any subsequent phase. Any change in conditions necessitating additional reviews for permits issued hereunder shall be at Owner's sole cost and expense.”

Section 11.2.1.3 Final Engineering Plans – added “The Village's issuance of a grading permit prior to approval of the Final Plan shall not imply any current or future Village approvals of the Final Plan, and the Village will not be responsible to reimburse the Owner for any costs or expenses incurred by the Owner related to changes in the necessary grading work following approval of the Final Plan.”

Section 11.2.2.1 Modifications of Master Building Plan – added “except with respect to building code revisions or amendments as set forth in Section 11.1 above.”

Section 11.2.4 Temporary Occupancy Permits Prior to Completion of Certain Improvements – added “Temporary occupancy permits may be issued between

November 1 and May 1, but shall expire no later than the following June 1” and “and upon the Village’s receipt of said replacement security”

Section 11.3.2 Installation of Utilities– added “Dry utilities shall be installed within rear yards, unless ComEd prohibits such rear yard installation. Should ComEd prohibit rear yard installation, any dry utilities placed within a front yard must be screened with landscaping and maintained by the applicable homeowners’ association.”

Response from ComEd:

ComEd made front lot facilities a requirement in February 2020 to align with industry best practices and to allow better access to our facilities and safety for employees and public. With facilities installed in front lots we avoid rear lot conflicts such as decks, fences, sheds, patios, pools, etc. so residents have full use of their back yards. In addition, there is a reliability improvement as we are able to access equipment faster for outage restoration if the above items are present in rear lots.

A developer can choose to install cable in the rear lot but the cable must be placed in conduit, this includes primary voltage cables, secondary voltage cables and service cables. The conduit is to be installed by the builder or developer at their expense. The conduit will be owned by the builder or developer until the electrical facilities are energized. Once energized, the conduit will be owned and maintained by ComEd. This applies to conduits installed for primary voltage cables and secondary voltage cables. Conduit installed for services will be owned and maintained by the customer, up to and after energization.

ComEd will not be performing any landscaping around equipment installed in front or rear lots because equipment needs to be accessible.

11.3.6 Final Acceptance – added “As a condition of Final Acceptance, Owner shall provide the Village with construction record drawings in the following formats: (i) four (4) prints on paper; (ii) a PDF file of the full set in Adobe or similar program; and (iii) an AutoCAD file in DWG format, utilizing the layer system customarily utilized by Owner’s engineering consulting firm. Owner shall provide the Village with record drawings, but shall not be required to provide record drawings in GIS or similar format.”

The developer added this change, and staff recommends requiring GIS drawings to update our maps when new unfractured is added. Staff will also accept the developer paying the cost to convert the AutoCAD to GIS.

Section 11.3.9 – New LEED Certification.

The Village and the Owner collectively desire to encourage LEED certification or similar certifications for non-residential uses within the Property. Owner may, in its sole and absolute discretion, elect to apply to obtain or maintain a LEED certification or similar certification, but no such certifications shall be required at the Property. In the event Owner elects to pursue such certifications, the Village shall cooperate with and aid Owner in its efforts to obtain LEED certifications and associated grants.

Section 11.5.1 Open Space – added “(excluding berms along Seavey Road)”

Section 11.5.2 Park and Open Space Donations – added “and in such event, a public

use easement shall be granted”

Section 11.5.2 Trails – added “Any significant variation from the trail alignments shown on Exhibit J shall require mutual agreement between Owner and the Village” and “and proof rolling of such trails shall not be required”

The developer added this change, and staff recommends proof rolling all paved trails.

Section 11.7 Special Service Area (Back-Up) for Maintenance – New Section at request of Village Attorney

Prior to the first sale of any portion of the Property that is subject to a specific Final Plat of Subdivision, Owner and its respective successors, assigns, and grantees, shall not object to and agree to reasonably cooperate with the Village in establishing a special service area (“SSA”), or any number thereof, for the applicable portions of the Property in accordance with the provisions of the Special Service Area Tax Law of the State of Illinois (the “SSA Act”) to be utilized as a backup mechanism for the care and maintenance of the “Common Facilities” (as herein defined) which are otherwise to be maintained by the Owner or an owners association established for such portion of the Property. As used herein, “Common Facilities” shall include, but are not limited to, all private roads, streets, parking lot areas, sidewalks, walkways, bike paths, curbing, lighting, monument signage or similar markers, and any and all other open spaces within the designated area. To the extent such facilities are to be maintained by Owner or an owners association established for such portion of the Property, this authorization for maintenance, repair, and replacement shall also extend to storm water detention basins, Special Management Areas, storm sewer, and related areas and appurtenances, both on and off site, and landscaping, including, but not limited to, the fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased and dead landscape materials, repair of any berm, and any and all other natural landscaping shall be encompassed within this purpose. In the event an SSA will include maintenance of stormwater facilities, the SSA shall also meet the requirements for an SSA set forth in the Kane County Stormwater Ordinance. Such SSA shall remain dormant, in that no taxes may be extended therein, unless and until the Village reasonably determines that Owner or the applicable owners association is not reasonably maintaining the Common Facilities, after due notice to the responsible party and providing a reasonable period of time to cure, and thereafter, the Village shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay for the reasonable costs of the maintenance of the Common Facilities. A temporary maintenance easement (“Common Facilities Maintenance Easement”) shall be established over all of those Common Facilities located on the Final Plat for each phase of development for the Village to perform the necessary maintenance of the Common Facilities as provided herein. The substance of the Common Facilities Maintenance Easement shall be on commercially reasonable mutually acceptable to the Village and Owners, as approved by legal counsel for the Village and Owner, which approvals shall not be unreasonably withheld. The Village shall set the maximum tax rate for each SSA based on the Village’s estimate of the reasonable expenses that will be incurred for maintenance of such areas.

Section 12.3 Conflict with Village Ordinances – added “Any changes in provisions of other Village ordinances mandated by the Village for life safety purposes”

Section 12.21 Improvements Required by the Village Outside of the Owner’s Property – re-written to the following, “If the Village determines that such action is

necessary to implement this Agreement or the intent of this Agreement, the Village shall institute condemnation or eminent domain proceedings for land (other than the Property) for the purpose of acquisition of right-of-way and easements for the necessary water line connections and the extension of Denny Road requested by the Village, as generally depicted on Exhibit Q attached hereto, within 60 calendar days of the Owner's request provided that Owner has made commercially reasonable efforts to secure the land at market value. The costs of such eminent domain proceedings, including attorneys' fees, court costs and appraisal fees, shall be borne by Owner."

Exhibit G – Sewer lines moved to follow water lines north of I-88

Exhibit H – Supplemental exhibit added to clarify Seavy Road improvements including a paved shoulder & sheet 7 of 7 outlines the required resurfacing the portion of Merrill Road used for construction access.

Exhibit J – Changed to "Developer of the adjacent parcel west of the detention facility will be required to provide access for utility maintenance"

Exhibit J – Connection Added to Hannaford Farm and Denny Road.

Exhibit N - Construction Access Exhibit, additional signage was added to restrict Construction access on Merrill Road.

Exhibit P – Commercial/Industrial impact fee for fire changed to .15 per square foot with a minimum of \$1,853. The Village Board discussed increasing the impact fees on residential overtime. The Developer requested that residential fees remain as originally presented in the annexation agreement.

Exhibit Q – New Exhibit showing the location of easements for water line connections and Denny Road extension.

COST

The majority of the consulting costs were billed back to the developer. The fees for larger venues were paid by the developer. Significant staff time was dedicated to the creation and review of the Annexation Agreement. Additional public works and police staff time was used for venue security.

RECOMMENDATION

Staff recommends approval of the annexation agreement.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

ORDINANCE NO. 20240910ADM02

**An Ordinance Authorizing the Execution of an Annexation Agreement
Between the Village of Sugar Grove and Sugar Grove, LLC
(Approximately 760 Acres generally bounded by IL-47 and I-88 to the west, I-88 to the east, Merrill
Road to the south, and Green Road to the North)
Village of Sugar Grove, Kane County, Illinois**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 10th day of September 2024

WHEREAS, the Village of Sugar Grove (“Village”) is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution, and accordingly, acts pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.; and,

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-15.1-1) provides that the corporate authorities of a municipality may enter into annexation agreements with one or more owners of record of land in unincorporated territory; and,

WHEREAS, Sugar Grove, LLC is the record title holder of approximately 760 acres of property which is located in unincorporated territory and contiguous to the Village, and Sugar Grove, LLC wishes to annex said property and enter into an annexation agreement with the Village; and,

WHEREAS, the Village Board finds that it is in the best interest of the Village that a certain Annexation Agreement, attached hereto and incorporated herein as Exhibit A, be approved and executed; and,

WHEREAS, Sugar Grove, LLC, as owner of the above-referenced property, is ready, willing, and able to enter into said Annexation Agreement with the Village and to perform the obligations as required thereunder; and,

WHEREAS, the statutory provisions provided in 65 ILCS 5/11-1-15.1, as amended, as well as the requirements of the Village’s Municipal Code, for the execution of said Annexation Agreement, have been fully complied with, including all notices to the public.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the

Village of Sugar Grove, Kane County, Illinois, as follows:

SECTION ONE: APPROVAL OF ANNEXATION AGREEMENT

That the Annexation Agreement attached hereto as Exhibit A is hereby approved and the Village President is authorized and directed to execute, and the Village Clerk is directed to attest to, said Annexation Agreement.

The Village Clerk is hereby authorized and directed to record this Ordinance along with all exhibits in the Office of the Recorder of the appropriate county and to take any and all other actions necessary to effectuate this Annexation Agreement.

SECTION TWO: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction; the remaining provisions will remain in full force and effect the same as if the invalid provisions had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its approval, passage, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 10th day of September 2024.

Jennifer Konen
President of the Board of Trustees of the Village of Sugar Grove

ATTEST:

Tracey Conti
Village Clerk of the Village of Sugar Grove

| | Aye | Nay | Absent | Abstain |
|----------------------------------|-----|-----|--------|---------|
| Trustee Matthew Bonnie | ___ | ___ | ___ | ___ |
| Trustee Sean Herron | ___ | ___ | ___ | ___ |
| Trustee Heidi Lendi | ___ | ___ | ___ | ___ |
| Trustee Sean Michels | ___ | ___ | ___ | ___ |
| Trustee Michael Schomas | ___ | ___ | ___ | ___ |
| Trustee James F. White | ___ | ___ | ___ | ___ |
| Village President Jennifer Konen | ___ | ___ | ___ | ___ |

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Prepared by:
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Suite 300
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(312) 236-3003

Return to after recording:
Village Clerk
Village of Sugar Grove
160 S. Municipal Drive
Suite 110
Sugar Grove, IL 60554

Reserved for Recorder's Use

ANNEXATION AGREEMENT

Dated _____, 2024.

Between the

VILLAGE OF SUGAR GROVE

AND

SUGAR GROVE LLC,

an Illinois limited liability company

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EXTENSION

ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”) by and between the VILLAGE OF SUGAR GROVE, ILLINOIS, an Illinois municipal corporation (the “Village”), by and through its President and Board of Trustees (hereinafter referred to collectively as the “Corporate Authorities”) and SUGAR GROVE LLC, an Illinois limited liability company (hereinafter referred to as the “Owner”; Village and Owner are sometimes each individually referred to as a “Party” and sometimes collectively are referred to as “Parties”).

WITNESS:

WHEREAS, Owner is the title holder of record of the real estate containing approximately 760 acres as legally described on **Exhibit A** attached hereto and made a part hereof (“the Property”);

WHEREAS, the Property lies within unincorporated Kane County, is contiguous to the municipal boundaries of the Village and constitutes territory which may be annexed to the Village as provided by Article 7 of the Illinois Municipal Code (65 ILCS 5/7-1-1 *et seq.*);

WHEREAS, Owner is duly authorized to enter into this Agreement;

WHEREAS, for purposes of zoning, the Property will be classified a planned development district (“Planned Development District”) and will be divided into five (5) -development areas (each an “Area”) for identification purposes:

Area 1 – Residential.

Area 2 – Residential.

Area 3 - Commercial, Retail, Office, Civic and Residential.

Area 4 – Business, Industrial, Data Center, and Commercial Uses.

Area 5 – Commercial, Retail, Office, Civic and Residential.

Each of the Areas is legally described on **Exhibit B** attached hereto and made part hereof and each of the Areas is depicted on **Exhibit C** (the “Concept Plan”) attached hereto and made part hereof;

WHEREAS, each of the Areas referenced above is subject to specific rights and restrictions as described in the regulating plan attached hereto as **Exhibit D** (the “Regulating Plan”);

WHEREAS, Owner desires and proposes, pursuant to the provisions and regulations of the Zoning Ordinance for the Village of Sugar Grove, County of Kane, State of Illinois (Title 11), in effect as of the date hereof and as amended by this Agreement (the “Village Zoning Regulations”), that Area 1 be developed for Residential purposes, that Area 2 be developed for Residential purposes, that Area 3 be developed for Commercial, Retail, Office, Civic and Residential uses, that Area 4 be developed for Business, Industrial, Data Center and Commercial uses, and that Area 5 be developed for Commercial, Retail, Office, Civic, and Residential uses as specified in **Exhibit D attached hereto the Regulating Plan**, all pursuant to Chapter 16 of the Village Zoning Regulations ~~(the “Planned Development District Regulations”);~~;

WHEREAS, Owner and Village have conducted a preapplication review with the Village staff with procedures appropriate to a development of the size and scope planned for the Property;

WHEREAS, Owner has filed with the Village Clerk an application to zone the Property into a single Planned Development District allowing the uses described herein and said application

has been forwarded to the Corporate Authorities and referred to the Planning Commission/Zoning Board of Appeals of the Village (the “PC/ZBA”);

WHEREAS, the Village staff reviewed the materials submitted by Owner with its application and Village and the Corporate Authorities have found Owner’s submissions to be sufficiently complete to enable the Village to evaluate Owner’s application and this Agreement, and have determined that Owner’s submissions satisfy the intent of the Village Zoning Regulations, the ~~Planned Development District Regulations~~Regulating Plan, and all other applicable Village ordinances and procedures in all respects except as they may be modified by the terms and provisions of this Agreement and/or as permitted under the ~~Planned Development District Regulations~~Regulating Plan;

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the PC/ZBA has held such public meetings and such public hearings as are prescribed by law and after due consideration and public participation has made findings of fact, determinations and recommendations with respect to Owner’s application or petition and such other provisions of this Agreement and matters as were within its purview;

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code, this proposed Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by ordinance and statute;

WHEREAS, the PC/ZBA and the Corporate Authorities have found that the proposed classification of the Property as a Planned Development District meets all appropriate standards of the Village and have made findings in support thereof;

WHEREAS, the Corporate Authorities have received and considered the report and recommendations of the PC/ZBA;

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that it is appropriate to use tax increment financing to fund the construction of certain infrastructure and drainage improvements for the benefit of the Property and that the use of tax increment financing for such purposes would further development within the Village and otherwise be of material economic benefit to the Village and to the citizens of the Village as well as to the Owner;

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Property to the Village and the zoning of the Property on the terms and conditions set forth in this Agreement will enable the Village to control the development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village;

WHEREAS, the Village, in order to ensure the development of the Property in the public interest, requires certain assurances that Owner will perform certain acts and fulfill certain conditions prior to the making of any commitment with respect to the annexation, zoning and development of the Property as hereinafter set forth;

WHEREAS, Owner, in order to ensure the development of the Property in a manner economically feasible, requires certain assurances of certain terms and conditions and the continuation thereof for a definite period of time, as hereinafter set forth;

WHEREAS, the Corporate Authorities, after due deliberation, by ordinance duly passed, have approved the entering into of this Agreement and have directed the President and Clerk of the Village to execute this Agreement and to take any and all actions necessary to effectuate its terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

I. INCORPORATION OF RECITALS

The preceding recitals are hereby made a part of this Agreement as if fully set forth in this Article.

II. ANNEXATION AND MUNICIPAL AUTHORITY

2.1 Applicable Law.

This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code and applicable Village ordinances.

2.2 Annexation Application.

Owner has filed with the Village Clerk a proper application (the “Application”) and plat of annexation (the “Plat of Annexation”) attached hereto as **Exhibit E** and made a part hereof to annex the Property (along with adjacent rights of way) to the Village pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code.

2.3 Enactment of Annexation Ordinance.

The Corporate Authorities shall enact an ordinance (the “Annexation Ordinance”) annexing the Property (along with adjacent rights of way) to the Village concurrently with the Village’s execution of this Agreement. Certified copies of the Annexation Ordinance,

along with copies of the Plats of Annexation, shall be recorded by the Village with the Kane County Recorder's Office.

2.4 Village Representations as to Necessary Actions.

The Village represents that, to the best of its knowledge, it has taken all action(s) and given such notices as may be required by the Village Code and necessary to enact such amendments to, and grant such exceptions from, the Village Zoning Regulations and its other ordinances, codes and regulations, as may be necessary to annex, zone, classify and allow for the development of the Property in the manner described in this Agreement and to enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof.

2.5 Owner Representations as to Necessary Actions.

The Owner represents that, to the best of its knowledge, it has taken all action(s) and given such notices as may be required by the Village Code and necessary to allow the Village to enact such amendments to, and grant such exceptions from, the Village Zoning Regulations and other Village ordinances, codes, and regulations, as may be necessary to annex, zone, classify, and allow for the development of the Property in the manner described in this Agreement and to enable the Owner to execute this Agreement and fully carry out and perform the terms, covenants, agreements, and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof.

III. ENABLING ORDINANCES

3.1 Enactment.

Concurrent with the enactment of this Agreement pursuant to ordinance, the Corporate Authorities shall enact an ordinance or ordinances annexing the Property, classifying the Property as a Planned Development District having all of the conditions, provisions and modifications to existing ordinances specified in the Regulating Plan and in this Agreement (the “Planned Development District Ordinance”) and approving the Initial Subdivision (as hereafter defined).

3.2 Conflicts.

After this Agreement is so approved and the Property is so zoned, notwithstanding any provision of the Village Zoning Regulations or any other Village ordinance now in effect or adopted during the term of this Agreement in conflict herewith, only the provisions and standards regulating the use of the Property as herein set forth (in this Agreement and in the Regulating Plan) shall apply to the Property. To the extent any provision of this Agreement, or the ordinances zoning the Property contemplated herein, conflict with the provisions of other Village ordinances affecting the zoning and development of the Property, the provisions and standards contained in this Agreement and in the ordinances zoning the Property shall control. ~~Any~~Any changes in provisions of other Village ordinances mandated by the Village for life safety purposes and any changes to State or Federal laws, after adoption of this agreement, impacting the property are excluded from this restriction. Notwithstanding the foregoing, nothing in this Agreement is intended to exempt the Property from generally applicable Village ordinances that are not expressly addressed by this Agreement.

IV. PLANNED DEVELOPMENT DISTRICT

4.1 The District.

The Village shall enact such ordinances and take such action as in law are required to adopt and approve the Property as a Planned Development District having the terms and conditions described in this Agreement and in the Regulating Plan and to implement the special conditions and waivers set forth therein. The ordinance or ordinances zoning the Property pursuant hereto shall not conflict with this Agreement nor shall any such ordinance provide for an expiration of the Property's zoning as a Planned Development District. It is the intent of the parties to create a permanent zoning classification of Planned Development District with the standards and criteria stated in this Agreement, and specifically the Regulating Plan, which shall remain in effect through the expiration of this Agreement and which shall continue thereafter until altered or revoked in the manner provided by law. No subsequent Village ordinances or an amendment to a Village Ordinance that is more restrictive than the provisions of this Agreement shall apply to the Property during the term hereof unless specifically provided for hereunder. AnyAny changes in provisions of other Village ordinances mandated by the Village for life safety purposes and any changes to State or Federal laws, after adoption of this agreement, impacting the property are excluded from this restriction.

4.2 Chapter 16 Matters.

The Property shall be developed in accordance with the requirements of Zoning Ordinance Chapter 16 Planned Development District ("Chapter 16") of the Village Zoning Regulations, as modified by this Agreement and the Regulating Plan (Exhibit D). To the

extent this Agreement, the Regulating Plan or the Concept Plan (Exhibit C) conflict with any provision of Chapter 16, this Agreement and the Regulating Plan shall control.

4.2.1 The Concept Plan.

The Concept Plan has been reviewed and approved as required by Chapter 16 and no further planning details need be provided for any portion of the Property until Owner submits a Preliminary or Final Plan (hereinafter defined) for such portion.

4.2.2 Open Space.

Notwithstanding any stricter provisions of Chapter 16 to the contrary, not less than ~~Thirty~~thirty percent (30%) of the Property shall be reserved and designated as open space, greenbelt, parks, buffers, easements, stormwater management, berms, and/or recreational facilities and no further review of such areas and no review or approval of any proposed conveyance of such areas will be required. ~~Park and Open Space Contribution~~, except where otherwise provided for herein.

4.2.3 Park and Open Space Contributions

Exhibit J provides for a significant trail system and green space and therefore, notwithstanding any stricter provisions of Chapter 16 to the contrary, Owner shall be under no obligation to make any cash or land donations for park purposes provided that Owner delivers a combined total of no less than 10 acres of improved parks collectively within the Property. The improved parks shall include a 2-acre park in Area 2 east of the Proposed Denny Road (the Proposed Denny Road is generally depicted on **Exhibit C**), and a 1-acre park in any Area (except Area 3) with Multi-Family or Senior Residential uses (as defined in the Regulating Plan).

No individual park shall be less than 1 acre. The parks shall be developed in

accordance with applicable Village ordinances as may be modified by this Agreement and turned over as provided for herein.

4.2.4 Parking and Loading.

Notwithstanding any provisions of Chapter 16, to the contrary, off-street parking and loading shall be governed only by the Regulating Plan.

4.2.5 Signage.

Notwithstanding any provisions of Chapter 16, to the contrary, signage within the Property shall be governed only by the Regulating Plan.

4.2.6 Tree Preservation and Mitigation.

Notwithstanding any provisions of Chapter 16, to the contrary, the only tree preservation and mitigation requirements affecting the Property shall be those within the Regulating Plan.

4.2.7 Building Height Variations.

Notwithstanding any provisions of Chapter 16, to the contrary, building heights may be varied beyond those provided within the Regulating Plan without review of the PC/ZBA or the Corporate Authorities, provided the proposed heights do not exceed the maximum height depicted in the Regulating Plan by more than 10%.

The foregoing height deviation shall not be applicable to the Data Center use classification under the Regulating Plan. Any such deviation must be reviewed ~~by Village staff~~ and approved by the chief administrative officer of the Village (the “Village Administrator.”). Any denial of a requested height deviation (i.e., a change in height that does not exceed the maximum permissible height by more than 10% of what is depicted within the Regulating Plan) may be appealed as a

Minor Change as provided in Section IV of the Regulating Plan. Any request for a height deviation exceeding the maximum height stated in the Regulating Plan by more than 10% or a height deviation for a Data Center shall be deemed a Major Change.

4.2.8 Exterior Construction Standards.

Notwithstanding any provisions of Chapter 16, to the contrary, exterior construction standards and material requirements shall be governed only by the Regulating Plan.

4.2.9 Area 2 Density Limit.

The maximum number of townhome units that may be constructed within Area 2 shall be 230 units. The maximum number of single-family residential rental units that may be constructed within Area 2 shall be 200 units.

4.2.10 Area 3 Density Limit and Density Adjustment.

No more than 75 townhome units will be constructed within Area 3 ~~during~~until the later to occur of (i) the expiration of the first eight (8) years of this Agreement, or (ii) issuance of occupancy permits for 80% of residential units in Area 2. Following such period, 75 additional townhome units shall be permitted in Area 3B, bringing the maximum number of townhome units that may be constructed within Area 3 to 150 units, collectively.

No more than 140 multi-family units shall be allowed in Area 3.

4.2.11 ~~4.2.11~~ Area 5 Density Limit.

No more than 400 multi-family units shall be allowed in Area 5.

4.3 Continuation of Current Use.

Village acknowledges that the current use of the Property is for farming purposes and that, notwithstanding any ordinance or law of the Village or any other provision of this Agreement, the Property may be used for farming purposes (including public or private nurseries), except that Owner agrees not to allow livestock production during the life of this Agreement and thereafter as permitted by law except as otherwise provided for in the Planned Development District Ordinance.

4.4 Interpretation.

The parties acknowledge that every type of potential use cannot be addressed in this Agreement. Should a proposed use not be specifically described or assigned a classification under the Planned Development District Ordinance, ~~or the Regulating Plan or the Village Zoning Regulations~~, the Owner may request that it be designated a “Similar Use.” The Village Administrator may allow a land use to be considered as a permitted or special use which, though not identified by name in the Planned Development District or the Regulating Plan of permitted or special uses, is deemed to be similar in nature, and clearly compatible with the listed uses. Any request for a use to be classified a Similar Use shall be submitted to the Village Administrator who, with the approval of the Village Attorney, shall select a use within the Planned Development District Ordinance, ~~or the Regulating Plan or the Village Zoning Regulations~~ which most closely approximates the proposed use using criteria such as the nature of the use, conformance with the purpose of the Area in which it is proposed, aesthetics, traffic characteristics, and potential nuisance effects (noise, vibration, dust, smoke, odor, glare, hours of operation). The Village Administrator shall reference the Standard Industrial Classification (SIC) Code to determine similarity or compatibility. Once a Similar Use is determined, the proposed use

shall comply with any conditions and review procedures ~~that may apply to that use applicable to the zoning classification within which the use falls.~~ If the Village Administrator determines that the proposed use is not a Similar Use, it shall be deemed a ~~minor change~~ Major Change according to the ~~Village's Zoning Planned Development District~~ Ordinance and the Regulating Plan.

4.5 Use and Site Development Standards.

The Regulating Plan establishes Permitted Uses, Permitted Accessory Uses, Special Uses and Site Development Requirements and Bulk Regulations for the Property. Upon the adoption of the Planned Development District Ordinance the described uses, requirements and regulations set out in the Regulating Plan shall be the only such restrictions applicable to the Property except where otherwise provided for herein. The Regulating Plan shall apply to the Property and is included and made part of this Agreement.

V. PLANS.

5.1 Plan Submissions

The Corporate Authorities acknowledge that they have reviewed all supporting documentation they deemed necessary and hereby approve the Regulating Plan for the Property and that no other concept plan nor preliminary plan (a "Preliminary Plan") need be submitted by the Owner unless Owner chooses to do so (Owner reserves the right to forgo submission of a Preliminary Plan and submit just a Final Plan or Final Plat to the Village for approval). The Village shall approve any Preliminary Plan and any Final Plan that is consistent with the Regulating Plan, the Village Subdivision Ordinance (as hereafter defined) as modified by this Agreement and ~~this Agreement~~ the Planned Development District Ordinance. The Village's approval of this Agreement is meant to assure the Owner

that consistent Preliminary Plans and Final Plans will be approved by the Corporate Authorities, provided these plans substantially conform to the Concept Plan, the Regulating Plan, the Subdivision Ordinance as modified by this Agreement and the Planned Development District Ordinance as modified by this Agreement and any non-conflicting ordinances of the Village. Notwithstanding any provisions of Chapter 16, to the contrary, Owner may submit Preliminary and Final Plans to the Village in the normal course of development and at such times as determined by the Owner in its sole discretion, the intent of this provision being to ensure that there be no deadline or minimum time in which to submit Preliminary or Final plans to the Village. If Owner elects to forgo Preliminary Plan submission, then Owner shall be required to attend a Pre-Application meeting with the Village, no less than 30 days prior to Final Plan submittal. The purpose of the Pre-application meetings is for Owner to demonstrate that a plan meets the requirements of this Agreement and the Regulating Plan ~~for~~, including but not limited to utility connections, roadway connectivity, land use and setbacks. The Planned Development District Ordinance and the Regulating Plan incorporate deviations, departures, concepts, design criteria, and material specifications which may vary from the Village Zoning Regulations, the Village Subdivision Ordinance or any other Village ordinance now in effect. It is the intent of the Corporate Authorities that to the extent that the Regulating Plan, Planned Development District Ordinance, or this Agreement vary from or conflict with any Village ordinance, or Village Ordinance adopted during the term of this Agreement, the Regulating Plan, Planned Development District Ordinance and this Agreement shall control. AnyAny changes in provisions of other Village ordinances mandated by the Village for life safety purposes and any changes to State or Federal laws, after adoption of this agreement,

impacting the property are excluded from this restriction. By approving this Agreement, the Planned Development District Ordinance and the Regulating Plan, the Village is agreeing to take all actions, including the approval of such departures from the provisions of the Village Zoning Regulations, the Village Subdivision Ordinance, and other regulations and ordinances of the Village necessary to allow the Property to be developed in accordance with this Agreement, the Planned Development District Ordinance and the Regulating Plan.

5.2 Phasing and Timing of Plans.

For Residential uses, Preliminary Plans and Final Plans may be submitted in multiple phases, so long as each phase contains no fewer than twenty (20) residential units. For Non-Residential uses, Preliminary Plans and Final Plans may be submitted in multiple phases. Owner shall have discretion with regard to the number of phases that may be under construction at any one time, the location of phases under construction, and the sequence in which phases shall be developed. The ability to receive approval of Preliminary Plans or Final Plans for the entire Property or any phase within the Property shall remain in effect for the term of this Agreement. Except as provided above, no limitation shall be imposed upon Owner with respect to the number of phases as to which Preliminary Plans and Final Plans may be submitted at any time, the number of phases that may be under construction at any one time, the location of phases under construction, or the sequence in which phases shall be developed. The right to receive approval of Preliminary Plans or Final Plans for the entire Property or any phase within the Property shall ~~not expire~~ upon the expiration of this Agreement. This Section specifically supersedes Section 11-16-09 of the Village

Zoning Regulation – “Requirements for Preliminary Plans,” and Section 11-16-10 of the Village Zoning Regulations – “Time Limitations for Submission of Final Plans,” the intent of the parties being that the provisions of this Section shall be the only regulation of when and how Preliminary and Final Plans need be submitted. Village specifically waives (i) any requirement that not less than forty (40) acres of the proposed planned development district (first preliminary plan) be submitted for approval within twelve (12) months after establishment of the Planned Development District, and (ii) any requirement that preliminary plans or final plans be submitted to the Village Board within a time certain, including any requirement that plans covering all of the Property be submitted no more than ten (10) years after establishment of the Planned Development District if a preliminary plan and no more than eleven (11) years after establishment of the Planned Development District.

5.3 Plan Approval.

Following approval of the Planned Development District Ordinance, no further zoning approval or public hearings shall be required as a prerequisite to the issuance of building permits or the approval of a Final Plat of Subdivision, as long as the plans meet the requirements in the ~~PDD~~Planned Development District Ordinance, this Agreement and Village Ordinances, where applicable. The Owner’s right to develop the Property in substantial conformance with the Planned Development District Ordinance and the Regulating Plan shall be, and is hereby, vested.

VI. SUBDIVISION RESTRICTIONS.

The Parties acknowledge that the existing Village Subdivision Ordinance would, without modification, limit flexibility in design of certain elements of the Property, limit the Owner’s

ability to develop the Property as a Planned Development District and potentially limit the economic contribution of the Property to the Village. Accordingly, the Village Subdivision Ordinance and future subdivision ordinances will only apply to the Property to the extent they do not conflict with the criteria shown on **Exhibit F** hereto and the terms thereof shall be deemed included in the terms and conditions of the Planned Development District Ordinance. If at any time ~~there is a conflict between~~ the Village Subdivision Ordinance ~~and~~ is less restrictive than the criteria shown on **Exhibit F**, the ~~less restrictive shall control.~~ Owner may request for the less restrictive criteria to apply as a Minor Change as provided in Section IV of the Regulating Plan. The only ~~exception~~ exceptions to this section are changes made to the Village's subdivision ordinance that are mandated by the Village for life safety purposes or because of a change in county, state, or federal laws and/or regulations.

6.1 Initial Subdivision.

In light of the size of the Property, the Owner wishes to divide the property into discrete parcels to assist with its planning. A final plat for such purposes (the "Initial Plat") has been reviewed and approved by the PC/ZBA and is attached hereto and made part hereof. Provided that no development take place on any lot platted within the Initial Plat until the property in question has been resubdivided in accordance with the Village Subdivision Ordinance as modified by **Exhibit F**, the Village will approve the Initial Plat. Notwithstanding any provision of the Village Ordinances and specifically the Village Subdivision Ordinance to the contrary, no other submissions shall be required prior to recording the Initial Plat and the Initial Plat shall not be subject to the Village Subdivision Ordinance unless specifically required by the terms of this Agreement.

6.2 Applicable Subdivision Regulations.

For any plat other than the Initial Plat, the Owner shall comply with the Village Subdivision Ordinance as modified by **Exhibit F**. No modifications to the Village Subdivision Ordinance or additional subdivision regulations, except as may be required by changes in provisions of other Village ordinances mandated by the Village for life safety purposes and any State or Federal law, shall be applicable to the Property during the term of this Agreement.

VII. UTILITIES.

7.1 Water.

~~The Village shall be responsible for supplying potable water sufficient to serve the Property as it develops~~The Village acknowledges and agrees to provide the Property with 9 Population Equivalents per gross acre (9 PE/Ac.) in potable water capacity and treatment allocation out of the Village's water system to provide adequate water service to the Property, subject to Owner completion of onsite conveyance and storage improvements needed to serve the specific phase of development for which Owner is requesting potable water, the intent being that no development on the Property will be delayed because of delays in installations or upgrades to the Village's water system, including without limitation installation of additional water wells and treatment plants, as may be necessary. The Owner shall be responsible for the design, installation, and permitting of a 750,000-gallon water storage tank and a combination Booster Pump Station and Pressure Reducing Valve at the general locations shown on **Exhibit G** and as approved by Village. Such improvements shall be installed as such time as mutually agreed upon by Owner and Village deems appropriate taking into consideration the development schedule for the

Property. Except as provided herein, all watermains and appurtenances needed to serve the Property shall be Owner's responsibility but in no event shall Owner be required to install water mains under pavement, except for crossings. Owner shall not be responsible for extending watermain distribution lines to the Property boundary. The Owner shall provide an easement to the Village, at no cost to the Village and subject to a mutually acceptable form of easement agreement, to allow for future extension of the distribution lines to the Property boundary in commercially reasonable locations mutually agreed upon by the Owner and the Village at the earlier of when the Final Plat of Subdivision is recorded for the respective Property ~~area~~Area, or a Final Plat of Subdivision is recorded for an adjacent property needing water service via Owner's property (excluding the Initial Plat~~).~~).

7.2 Sewer.

Owner shall annex the Property to the Fox Metro Water Reclamation District ("FMWRD") which has represented that it has sufficient capacity to provide wastewater treatment and conveyance for the Property. The Village acknowledges and agrees that the Property needs 9 Population Equivalents per gross acre (9 PE/Ac.) in sewer capacity and treatment allocation out of the Sugar Grove Service Area in FMWRD to provide adequate sanitary sewer service to the Property. It is intended that FMWRD will provide sanitary sewer service to the Property subject to the terms of Owner's annexation to FMWRD and, where applicable, the Village agrees to execute all such applications, petitions and annexation agreements that may be required in order for the FMWRD to provide such service. Owner shall be responsible for designing, permitting, and constructing all Village owned and maintained sanitary sewers, defined as sanitary sewers that are less than 15" in diameter, where needed to provide sanitary sewer conveyance for the benefit of the Property. All

Village owned and maintained sanitary sewers needed to serve the Property shall be Owner's responsibility but in no event shall Owner be required to install sanitary sewer pipes under pavement, except for crossings. Owner shall not be responsible for extending sanitary collection lines to the Property boundary. Except as to the Initial Plat, the Owner shall provide an easement to the Village, at no cost to the Village and subject to a mutually acceptable form of easement agreement, to allow for future extension of the ~~distribution~~collection lines to the Property boundary in commercially reasonable locations mutually agreed upon by the Owner and the Village at the earlier of when the Final Plat of Subdivision is recorded for the respective Property area, or a Final Plat of Subdivision is recorded for an adjacent property needing ~~water~~ sanitary service via Owner's property.

7.3 No Action Pending Which Would Interfere with Utilities.

To the best of the Village's knowledge and belief, there is no administrative, judicial, or legislative action pending or being threatened that would result in a reduction of, or limitation upon, Owner's right to use the sanitary sewer and potable water supplies and systems serving the Village. The Village makes no representations regarding matters within the jurisdiction of FMWRD of which it has no knowledge.

7.4 Water Treatment Plant Site.

Owner agrees to dedicate to the Village a not less than 2- acre site for Village water system improvements. Owner shall provide a temporary access easement in the general location and configuration shown on Exhibit L upon the earlier of 1) when the Village requests such dedication or 2) as part of the Final Plat of Subdivision (other than the Initial Plat) for that phase of development. The temporary access easement shall terminate when the Final Plat of Subdivision (other than the Initial Plat) for the underlying area is recorded. Owner shall

use best efforts to maintain access to the water treatment plant site during construction. Exhibit L depicts the proposed location and configuration of the water treatment plant site and is conceptual in nature with the exact location of the water treatment plant site to be mutually agreed upon by Owner and the Village.

VIII. IMPACT AND OTHER FEES; LAND DONATION.

VIII.8.1 Impact and Other Fees.

The Village hereby waives all impact fees, land/cash contributions and municipal fees of any type through December 31, 2040, other than as shown on **Exhibit P**.

8.2 Village Hall Land Donation.

Owner agrees to dedicate to the Village a not less than 0.5 acre site for the Village to construct a Village hall. If the Village requests such dedication, the site shall be dedicated as part of the recording of the first Final Plat of Subdivision for Area 3A. The exact location of the Village hall site within Area 3A shall be mutually agreed upon by Owner and the Village.

IX. RECAPTURE

9.1 No Recapture Applicable to Property.

Notwithstanding any provision in any development or other agreement the Village may now be a party to or may in the future enter into, the Property shall not be subject to any recapture obligation or obligation of accelerated payment.

X. ROADS AND HIGHWAYS

10.1 Construction Access.

Construction access to the Property shall be permitted off of Merrill Road via Route 47, Seavey Road, and Future Denny Road. A site access permit from the Illinois Department of Transportation (“IDOT”) for access off of Route 47 shall not be a condition of a site development permit for any use, but will be a condition of occupancy permit for all non-residential land uses to the extent that an access permit from IDOT is needed to provide reasonable access to those uses. No permits shall be required from IDOT as a condition of building or occupancy permits for residential land uses in Area 1 and Area 2. Construction access points shall generally conform to **Exhibit N**.

10.2 Curb Cuts.

Curb cuts and modifications to existing curbs along a Village maintained street or road shall be deemed permitted for non-residential uses and can be performed with mutual consent between Owner and Village.

10.3 Illinois Route 47.

The Village agrees to cooperate with and support the Owner in its applications to IDOT for access permits. To the extent that the Village has jurisdiction, The Village agrees to review and issue approvals for improvements required to serve the property as determined by a traffic study prepared by a qualified traffic engineer ~~selected by Owner.~~

10.4 Roadway Improvements

Exhibit H sets out the road improvements standards for the Property. To the extent there is a conflict between such standards and the standards established by the Village, **Exhibit**

H shall apply. Notwithstanding anything contained herein to the contrary, hot poured joint sealer shall not be required between the finished pavement surface and the curb and gutter.

Owner may, at its election, install the surface course after binder placement provided that one (1) full winter season has passed since binder placement and subject to binder inspection prior to placement of surface course. Alternatively, Owner may, at its election, delay the installation of the surface course on any roadway within an area subject to a subdivision letter of credit until such time that 80% of occupancy permits within said area have been issued or 5 years after the 1st occupancy permit is issued, whichever occurs first. Notwithstanding the foregoing, upon completion of all other improvements within such area, the letter of credit held by the Village shall be reduced to secure only the surface course and any associated pavement markings and Owner may post an 18-month maintenance letter of credit for the completed improvements. Once the surface course is installed, the subdivision letter of credit shall be replaced with an 18-month maintenance letter of credit. The reduction and release of the letter of credit is subject to the process outlined in the Village code, except as otherwise provided herein.

XI. ORDINANCE AND BUILDING CODE AMENDMENTS AND FEES.

11.1 Building Ordinances

Except as specifically modified in this Agreement, the Planned Development District Ordinance and/or in the Regulating Plan and other Exhibits to this Agreement, the Property shall be developed in compliance with all building code ordinances in effect in the Village at the time of Village approval of this Agreement, and in effect in the Village from time to time thereafter; provided, however, that the application of any new building code ordinance, or any amendment to an existing building ordinance adopted after Village

approval and during the Term of this Agreement shall not apply to the Property to the extent it:

- (a) results in a reduction in the number of residential building lots herein approved for the Property;
- (b) alters or eliminates any of the ordinance departures provided for herein; or
- (c) results in any subdivided lot or structure constructed on the Property being classified as non-conforming under any ordinance of the Village.

The Property shall become subject to amendments to any building code revision or amendment 6 months after adoption by the Village of amendments issued by the International Code Council. Notwithstanding the foregoing, sprinkler systems in single family attached and detached residential units, including built-for-rent attached and detached single family units, shall not be required during the term of this Agreement. In addition, notwithstanding anything in this Agreement to the contrary, no Village requirement that the Property or any type of unit or use located thereon shall be serviced by only electric utilities shall apply to the Property during the term of this Agreement unless required by state or federal law.

11.2 Building and Other Permits.

11.2.1 Review and Issuance of Permits and Approvals.

11.2.1.1 Application for Building Permits.

Except as expressly provided elsewhere in this Agreement, following Village approval of a Final Plan, application may be made for, and the Village agrees to use its best efforts to issue, building permits within 15 calendar days in the case of a residential permit application and within

45 calendar days in the case of a permit application for a non-residential permit application, after receipt of a complete application therefor. Owner or applicant shall be notified within 3 business days if a submitted application is incomplete or needs to be corrected.

Building permits for Industrial Uses shall be issued in phases, if requested. For example, Site Plans, Foundation Plans, Mechanical Electrical Plumbing Plans, Architectural Plans, etc., may all be permitted separately to expedite construction.

Building permits for all uses shall be issued, if requested, prior to the completion of water, sanitary sewer, and onsite and offsite roadway improvements needed to serve the property for which the permit is requested subject to a complete building permit application; however, Substantial Completion of these improvements, as defined on **Exhibit O**, ~~will be a condition of Occupancy Permit.~~ will be a condition of Occupancy Permit. The issuance of a permit for any phase shall not imply approval of a permit for any subsequent phase. If, following the issuance of a permit, there is discovered a condition of the Property that prevents construction in accordance with the issued permit such that a change to the permit is necessary, then any additional reviews required to approve such changes to the issued permits shall be at Owner's sole cost and expense.

11.2.1.2 Disapproval.

If any application for building permit is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the application within 5 business days of the date of denial.

11.2.1.3 Final Engineering Plans.

Village agrees to use its best efforts to, within 45 calendar days of its receipt thereof, review and provide written comments on any Final Engineering Plans and Final Plats of Subdivision submitted by Owner and to approve the submittal within 30 calendar days of receipt of a fully complying set of documents. Village shall review any complete Illinois Environmental Protection Agency (“IEPA”) application prepared for filing by Owner within 10 business days of Village’s receipt of same and shall sign the permit application as soon as it has approved the application notwithstanding the fact that the final engineering plan for the relevant portion of the Property has not yet been approved by the Village. If after the time of such submittal, review of Owner’s final engineering plans makes necessary a change or changes to the applicable IEPA permit application, Owner shall be solely responsible for filing an amended application with IEPA and/or preserving with IEPA the log number and priority position of said application for purposes of IEPA review and approval. After approval of final grading plans by the Village ~~Engineer~~engineer, Owner may undertake, at its own cost and risk, grading operations regardless of whether or not the Final Plan has been approved by the Village. The Village’s issuance of a grading permit prior

to approval of the Final Plan shall not imply any current or future Village approvals of the Final Plan, and the Village will not be responsible to reimburse the Owner for any costs or expenses incurred by the Owner related to changes in the necessary grading work following approval of the Final Plan. The requirements set forth on **Exhibit I** attached hereto are the only requirements required for approval of grading.

11.2.1.4 Final Grading Plans.

The Village shall use its best efforts to, within 30 calendar days of receipt of an application for a grading permit with a full set of grading plans, review and provide written comments or approve the final grading plans submitted by Owner. The Village shall issue a grading permit within 15 calendar days of final grading plan approval, subject to Exhibit I.

11.2.1.5 Statement of Disapproval.

If any application for approval of a Preliminary Plan or a Final Plan application is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the application.

11.2.1.6 Resubmission.

Owner shall thereafter resubmit the Preliminary Plan or Final Plan application (as the case may be), and Village shall, within 30 calendar days of receipt of same, make best efforts to review the changes made. It is the intent of the parties that only changes and portions of the application effected by the changes will be re-reviewed.

11.2.2 Master Building Permit Application.

Any owner of a tract or lot within the Property to be developed for residential purposes shall have the right to submit a master building plan for each different model of residential dwelling unit to be constructed within the Property rather than submit individual plans for units that are identical to units previously reviewed and approved.

11.2.2.1 Modifications of Master Building Plan.

After master building plans have been approved, no further submission or approval of building plans shall thereafter be required for the issuance of a building permit for the construction of any building pursuant to an approved master building plan~~-,~~ except with respect to building code revisions or amendments as set forth in Section 11.1 above. Applications which include modifications to a previously approved master building plan shall be subject to review by the Village pursuant to this Section 11.2.2.

11.2.2.2 Requirement for Building Permits.

Nothing herein, however, shall be construed as a waiver of the requirement that a building permit be obtained and the appropriate permit fee paid as required by the Village building code for each permit.

11.2.3 Model Home Permits

Owner may apply for model home building permits to begin construction upon portions of the Property prior to the availability of storm sewer, sanitary sewer, paved streets and water facilities to serve the structures to be constructed upon such

portions of the Property. The Village shall issue model home building permits to portions of the Property where such public improvements are not available, but shall not issue certificates of occupancy until such improvements meet the Substantial Completion criteria on **Exhibit O**. Construction of residential home models may begin when a stone haul road adequate to handle emergency vehicles has been constructed and approved by the applicable fire protection district. Model homes may be opened to the public as soon as a temporary occupancy permit is issued. Model home construction shall not commence prior to the completion of site mass grading improvements needed to provide grading and drainage improvements to serve the subject phase of development.

The Village shall permit the Owner, and its duly authorized representatives, to install temporary unpaved granular roads to serve sales offices, model homes and other temporary structures permitted under this Agreement, provided that the Owner shall pave such roads when that portion of the Property is developed.

11.2.4 Temporary Occupancy Permits Prior to Completion of Certain Improvements.

It is acknowledged that weather conditions, construction schedules, and other matters may make appropriate the issuance of occupancy permits prior to completion of the improvements within the Property. The Village will grant temporary occupancy permits in lieu of occupancy permits for buildings at such time as the improvements meet the Substantial Completion criteria on **Exhibit O** notwithstanding the fact that landscaping is not fully installed, including parkway trees, sidewalks are framed and driveways have stone, but are not paved, provided

that all other requirements for occupancy have been met. Temporary occupancy permits may be issued between November 1 and May 1, but shall expire no later than the following June 1. To the extent such uncompleted work is required to be bonded or secured under Village ordinances, the required security shall be posted by the owner of record and upon the Village's receipt of said replacement security any security for such work posted by the Owner shall be released.

11.3 Land Development.

11.3.1 Special Conditions of Development.

The following special conditions of development shall apply to the Property.

11.3.1.1 Land Development Activities.

Any time after the execution of this Agreement, and prior to approval of the Final Engineering Plan for any part of the Property, Owner may at its own cost and risk undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading in and upon the Property or any portion thereof once the Village has issued a mass grading permit for the grading and drainage improvements and Owner has installed erosion and sedimentation control measures in accordance with the grading plan.

Exhibit I shall govern the issuance of mass grading permits. Soil stockpiles may remain upon the Property or any portion thereof for a period of 10 years from the date that is the earlier of (i) the issuance of the mass grading permit, or (ii) the issuance of the site development permit. Following the expiration of such 10-year period, any remaining soil stockpiles shall be either (i) removed from the Property, or (ii)

leveled, turf seeded, and maintained by the ~~Developer~~developer or an owners' association, as applicable, and may be respread for use in subsequent phases of development.

11.3.2 Installation of Utilities.

Water main looping shall be required within Area 1, Area 2, and Area 3. Area 4 and Area 5 will be served via single source watermain. Unless physically necessary to serve the Property, the Owner shall have no obligation to construct water mains and sanitary sewer lines unless a Final Plan encompassing the area in which any such lines are to be located has been approved by the Village, and the Owner has undertaken the development of such area. Commencing at the power pole located approximately 450 feet South of the Seavey Road Tributary to the power pole located in the Northeast intersection of Merrill Rd and Route 47, the lines between these poles shall be buried, subject to Commonwealth Edison ("ComEd") approval. Commencing at the power pole located along Route 47 approximately 1,000 feet south of Seavey Road to the power pole along Route 47 approximately 550 feet north of Seavey Road, the lines between these poles shall be buried, subject to Commonwealth Edison ("ComEd") approval. Except as otherwise provided herein, the Owner shall work with electric and gas providers to provide service to the Property but shall not be required to bury any existing overhead lines or lines associated with power pole relocations. Any new service lines within the property boundaries shall be buried underground, with the exception of the service lines to be installed along I-88 and the electric service provided to data centers which may be overhead or underground and any electrical lines ComEd installs within their

easements that were in place prior to the adoption of this agreement. ~~Per ComEd policy, dry utilities shall be permitted to be installed within front yards. Dry utilities shall be installed within rear yards, unless ComEd prohibits such rear yard installation. Should ComEd prohibit rear yard installation, any dry utilities placed within a front yard must be screened with landscaping and maintained by the applicable homeowners' association.~~

11.3.3 Completion of Improvements.

Subject to any event of Force Majeure, as defined in Section ~~13.2~~12.23 hereof, Owner agrees that public improvements will be meet the Substantial Completion criteria on **Exhibit O** no later than three (3) years after approval of the Final Plan encompassing such improvements (excluding roadway final lift, sidewalks, parkway trees and minor “punch list” items). Owner may request multiple one-~~year~~ extensions of this obligation and corresponding letter of credit.

11.3.4 Public Improvement Guarantee

Upon the Village’s approval of a Final Plan for the Property, Owner shall post letters of credit as its surety for public improvements in the amount of One hundred twenty percent (120%) of the estimated cost of the Final Plan improvements, as determined by Owner’s Engineer in an Engineer’s Opinion of Probable Construction Costs (“EOPCC”) that has been reviewed and approved by the Village ~~Engineer~~engineer (the “Construction Guarantee”). The letter of credit shall (i) be acceptable to the Village whether issued in original form or electronically, (ii) be in effect for a minimum period of one year from the date of the recording of the Final Plan it secures, (iii) will automatically renew until such time that the Village

final accepts the improvements but can be reduced if Village only accepts a portion of the improvements (or be callable if not renewed), (iv) shall be in the form then used by J. P Morgan Chase or any other form that is in general commercial use within the Chicago area and acceptable to the Village, so long as said letter of credit generallysubstantially incorporates the requirements of Section 12-10-15 of the Village Code of Ordinances regarding performance guarantees, and (v) will only be callable if the letter of credit issuer is provided with a certified resolution or ordinance of the Village Board stating that the Village is entitled to call the letter of credit (or make a partial call) because the letter of credit's applicant has failed to meet its obligations under this Agreement or an applicable Village ordinance. As individual public improvements are substantially complete by the Owner (i.e. mass grading, sanitary sewers, watermain, storm sewers, roadways, landscaping), the improvements shall be accepted by the Village and Construction Guarantee posted for the completed improvements shall be reduced or released as applicable. To the extent that Owner chooses to hold off on placing the final paving surface associated with a Final Plan until 80% occupancy is reached or 5 years after the 1st occupancy permit was issued and upon the Village's request in such area or street trees and sidewalks to be installed by builders are incomplete within an area for which Construction Guarantee has been posted, the Village will allow for a reduction in the Construction Guarantee to 120% of the cost to complete the installation of the final paving surface, remaining street trees and remaining sidewalks and nothing more. Acceptance of improvements will not be unreasonably withheld. Once improvements have been finally accepted, the Construction Guarantee balance shall

be released and the original letter of credit returned to the issuer within 30 days. Upon Substantial Completion of the improvements by the Owner, Owner shall post letters of credit or bonds for its maintenance obligation for such accepted public improvements in the amount of 10% of the cost of the accepted public improvements (the “Maintenance Security”) to cover defects in labor and materials but not items of general and ordinary maintenance. The Village shall notify the Owner in writing no less than 60 calendar days prior to expiration of the Maintenance Security of any material defects. The Maintenance Security shall be released and returned to Owner when an eighteen-month (18 month) maintenance period for the applicable public improvement ends. Mass grading improvements as shown on grading plans submitted to the Village shall not require the posting of Maintenance Security.

The table below illustrates the security requirements and how Letters of Credit are anticipated to be issued for each Final Plat of Subdivision (other than the Initial Plat).

| Examples of Type of Letter of Credit | Construction Guarantee | Maintenance Security |
|--|--|-------------------------------------|
| Mass Grading and Erosion and Sedimentation Control | 120% of estimated final costs of improvements per EOPCC | No Maintenance Security required |
| Underground | 120% of estimated final costs of improvements per EOPCC | 10% of accepted public improvements |
| Roadways | 120% of estimated final costs of improvements per EOPCC. All except final surface may be reduced by the | 10% of accepted public improvements |

| | | |
|-----------------------------|---|-------------------------------------|
| | total cost of completed improvements to not less than 10% of the total before the placement of final surface. | |
| Landscaping and Hardscaping | 120% of estimated final costs of improvements per EOPCC | 10% of accepted public improvements |
| Parkway Trees and Sidewalks | 120% of estimated final costs of improvements per EOPCC | 10% of accepted public improvements |

11.3.5 Security for Private Improvements.

Security for private site improvements shall, only be required for incomplete improvements to obtain a temporary certificate of occupancy which may be a blanket bond or letter of credit.

11.3.6 Final Acceptance

Within 30 days of receipt of written notification from Owner that the subject improvements are complete, subject to improvements being free and clear of any snow, the Village shall provide Owner with a punch-list of items that need to be addressed. Upon written notice by Owner that the punch list items have been addressed, the Village shall re-inspect to confirm and provide a final list of deficiencies, if any, within 15 days of receipt of notice. Within 30 days of Owner providing written notice that all deficiencies have been addressed, the improvements shall go before the Village Board for Final Acceptance. As a condition of Final Acceptance, Owner shall provide the Village with construction record drawings in the following formats: (i) four (4) prints on paper; (ii) a PDF file of the full set in Adobe or similar program; and (iii) an AutoCAD file in DWG

format, utilizing the layer system customarily utilized by Owner's engineering consulting firm. Owner shall provide the Village with record drawings, but shall not be required to provide record drawings in GIS or similar format.

11.3.7 Construction Trailers.

The Owner shall have the right to maintain construction trailers, storage trailers and storage facilities on the Property. A Village permit must be obtained for the construction trailer, which will not be unreasonably withheld, and such permit must be current and will be subject to renewal on an annual basis.

11.3.8 Construction Hours.

Construction activities on the Property shall be conducted between the hours of 6:30 a.m. to 8:30 p.m. Monday through Friday and 7:00 a.m. to 6:00 p.m. on Saturday and Sunday

11.3.9 LEED Certification.

The Village and the Owner collectively desire to encourage LEED certification or similar certifications for non-residential uses within the Property. Owner may, in its sole and absolute discretion, elect to apply to obtain or maintain a LEED certification or similar certification, but no such certifications shall be required at the Property. In the event Owner elects to pursue such certifications, the Village shall cooperate with and aid Owner in its efforts to obtain LEED certifications and associated grants.

11.4 Signage.

The Owner shall have the right to maintain marketing signage in accordance with **Exhibit M** attached hereto. The Owner agrees to construct and maintain one (1) large marquee sign with a maximum height of 45' (the "Marquee Sign") located within the Property and

adjacent to the I-88 right-of-way in Area 4 for the primary purpose of promoting the commercial uses. The design of the Marquee Sign shall be substantially similar to the sign rendering attached hereto as Exhibit K. The Marquee Sign shall be completed prior to the issuance of the first commercial occupancy permit in Area 3. An extension of time for the completion of the Marquee Sign and any alternative design for the Marquee Sign design may be administratively approved by the Village, Administrator.

11.5 Open Space.

11.5.1 30% Open Space Requirement.

At the time all construction is completed on the Property, the Property shall have a minimum of 30% open space. Buffer areas, berms, (excluding berms along Seavey Road), detention facilities, parks, riparian corridors, naturalized areas, and landscape easement areas shall all count towards meeting the 30% open space requirement. Easements across residential lots shall not count towards the open space requirement. Prior to completion of construction on the Property, the ratio of open space to total area may be more or less than 30%, the intent of the parties being that the open space requirement not be applied to phases or areas of the Property under Final Plans, but to the Property as a whole, when construction is complete. With the exception of trails as provided for below, no other enhancements to any environmental corridors or natural open space shall be required.

11.5.2 Park and Open Space Donations.

Excluding the Initial Plat, any platted park or open space shall be deeded to the Village if requested by the Village, but in no event shall the Village require such

deeding until 5 years after the recording of the subject plat, however, the Village may elect to accept sooner if the Owner desires to transfer ownership before the 5 year timeframe lapses. If Owner offers a platted park or open space, including trails and other improvements, to the Village, and the Village declines to take ownership, the Owner may offer land to the Sugar Grove Park District or deed the site to an owners' association if the Sugar Grove Park District declines, and in such event, a public use easement shall be granted. Park improvements shall be completed and established prior to deeding the land.

11.5.3 Trails.

A 10' wide trail system will be constructed in the locations generally depicted on **Exhibit J.** Proposed trail alignments and associated enhancements are conceptual in nature with the exact location of the trail system and enhancements to be determined by the Owner. Any significant variation from the trail alignments shown on Exhibit J shall require mutual agreement between Owner and the Village. The total combined linear footage of trails shall not be less than 90% of the total linear footage reflected on **Exhibit J.** Trails constructed north of the tributary to the Blackberry Creek and south of I-88 shall be crushed limestone or comparable material, and all other trails shall be asphalt, and proof rolling of such trails shall not be required.

11.6 Models, Sales and Construction Offices.

11.6.1 Model Home Areas.

Owner shall have the right to contract with homebuilders to construct and maintain multiple model home areas within residential areas of the Property. Such builders shall be required to obtain building permits and certificates of temporary occupancy

with respect to such models subject to the other provisions of this Agreement and applicable Village Code. Builders may utilize their models as sales, design and construction offices for the marketing of homes and no final occupancy permit shall be required until such time as the model is conveyed for residential use.

11.6.2 Sales Trailers.

Builders shall have the right to maintain sales offices in temporary structures and in sales trailers located on the Property in addition to sales offices in model homes. Builder shall be required to obtain building permits and certificates of occupancy for sales offices in sales trailers and in temporary structures.

11.6.3 Installation of Models and Sales Offices Prior to Final Plan Approval.

At Owner's sole risk models homes, sales trailers, temporary structures used for sales offices and signs may be constructed and maintained on any portion of the Property prior to approval of a Final Plan and the installation of utilities, subject to the restrictions contained herein. Temporary fencing may be installed to enclose model home sites and sales office sites, including parking areas, when installed prior to approval of a Final Plan. Exterior lighting approved by the Village may be installed in such areas.

11.7 Special Service Area (Back-Up) for Maintenance.

Prior to the first sale of any portion of the Property that is subject to a specific Final Plat of Subdivision, Owner and its respective successors, assigns, and grantees, shall not object to and agree to reasonably cooperate with the Village in establishing a special service area ("SSA"), or any number thereof, for the applicable portions of the Property in accordance with the provisions of the Special Service Area Tax

Law of the State of Illinois (the "SSA Act") to be utilized as a backup mechanism for the care and maintenance of the "Common Facilities" (as herein defined) which are otherwise to be maintained by the Owner or an owners association established for such portion of the Property. As used herein, "Common Facilities" shall include, but are not limited to, all private roads, streets, parking lot areas, sidewalks, walk ways, bike paths, curbing, lighting, monument signage or similar markers, and any and all other open spaces within the designated area. To the extent such facilities are to be maintained by Owner or an owners association established for such portion of the Property, this authorization for maintenance, repair, and replacement shall also extend to storm water detention basins, Special Management Areas, storm sewer, and related areas and appurtenances, both on and off site, and landscaping, including, but not limited to, the fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased and dead landscape materials, repair of any berm, and any and all other natural landscaping shall be encompassed within this purpose. In the event an SSA will include maintenance of stormwater facilities, the SSA shall also meet the requirements for an SSA set forth in the Kane County Stormwater Ordinance. Such SSA shall remain dormant, in that no taxes may be extended therein, unless and until the Village reasonably determines that Owner or the applicable owners association is not reasonably maintaining the Common Facilities, after due notice to the responsible party and providing a reasonable period of time to cure, and thereafter , the Village shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay for the reasonable costs of the maintenance of the Common

Facilities A temporary maintenance easement (“Common Facilities Maintenance Easement”) shall be established over all of those Common Facilities located on the Final Plat for each phase of development for the Village to perform the necessary maintenance of the Common Facilities as provided herein. The substance of the Common Facilities Maintenance Easement shall be on commercially reasonable mutually acceptable to the Village and Owners, as approved by legal counsel for the Village and Owner, which approvals shall not be unreasonably withheld. The Village shall set the maximum tax rate for each SSA based on the Village’s estimate of the reasonable expenses that will be incurred for maintenance of such areas.

XII. IMPLEMENTATION OF AGREEMENT

12.1 Fox Metro Water Reclamation District

Owner shall annex the Property to the Fox Metro Water Reclamation District and for said District to provide sanitary sewer service to the Property. The Village agrees to cooperate with, and support the Owner in, its application for annexation.

12.2 Governmental Services

Owner may, if it deems it necessary or desirable to do so, file a petition for annexation of the Property to any community service district. The Corporate Authorities agree to support Owner and to cooperate reasonably with Owner in its dealings with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Property. The Corporate Authorities agree to support Owner in any effort it makes to have mail delivered directly to buildings within the Property or in any request Owner

makes to the postal authorities in regard to the delivery of mail or the provision of U.S. Mail services.

12.3 Conflict with Village Ordinances

Notwithstanding anything to the contrary herein contained or contained in any Village ordinance, it is understood that no amendment to any existing ordinance or code of the Village, nor any enactment of any new ordinance or code, shall result in Owner or the Property being materially restricted or prohibited, during the term of this Agreement, from developing the Property in substantial conformance with this Agreement, Planned Development District ordinance and the Regulating Plan. Nothing contained in this Section shall be deemed a limitation on the Village's right to modify existing ordinances or adopt new ordinances of general applicability throughout the Village if such amendments or ordinances do not limit the rights of the Owner under this Agreement. Any amendments to existing ordinances or new ordinances adopted by the Village during the term of this Agreement that conflict with the provisions of this Agreement or limit or restrict the rights granted herein to Owner or increases the obligations over those contained herein shall not apply to the Property. If, in interpreting this Agreement or considering matters affecting the Property, a conflict arises or exists between Village ordinances and this Agreement, this Agreement and its exhibits shall control, and all such conflicting ordinances of the Village shall, insofar as they conflict with this Agreement and its exhibits and apply to the uses and operations of the Property which are provided for in this Agreement, be deemed of no force and effect. ~~Any~~Any changes in provisions of other Village ordinances mandated by the Village for life safety purposes and any changes to

State or Federal laws, after adoption of this agreement, impacting the property are excluded from this restriction.

12.4 Third Party Permits.

The Village shall cooperate with the Owner, at Owner's expense, in applying for and obtaining such governmental permits and approvals as may be required from time to time to develop the Property in accordance with this Agreement, Planned Development District ordinance and the Regulating Plan. Such permits and approvals shall include, but not be limited to, those issued or required by Kane County, Fox Metro Water Reclamation District, Illinois State Toll Highway Authority, IDOT, the IEPA, the United States Environmental Protection Agency, the Army Corps of Engineers, the Illinois Department of Natural Resources and the U.S. Fish and Wild Life Department for any purpose, including access, construction and use of sewer and water mains, construction and use of roadways (including access points and "curb-cuts") construction and use of storm water detention areas and wetlands mitigation as contemplated in this Agreement.

12.5 Disconnection.

The Village acknowledges that Village and Owner have entered into this Agreement with the expectation that (i) the FMWRD would promptly annex the property on terms acceptable to Owner; (ii) the Village would create a TIF District (and enter into a redevelopment agreement ("RDA") no later than 60 days after annexation of the Property and that the TIF District and the RDA would remain in existence through December 31, 2048; and (iii) the rights and the benefits granted in this Agreement, including the terms of

the Regulating Plan would remain in full force and effect as provided by law (all of the foregoing in subsections (i), (ii) and (iii) above: the “Conditions of Development”). In the event that Owner determines, any time prior to the issuance of the first occupancy permit within the Property or sale of any portion of the Property north of the I-88 interchange to unrelated party, that, in its sole opinion, the Conditions of Development have not been adopted by the Village or, if adopted, that the Owner can not avail itself of the Conditions of Development due to legal challenges or other conditions beyond the Owner’s control, then Owner may elect to disconnect the entire Property from the Village. Upon receipt of Owner’s notice of disconnection, Village and Owner shall immediately take such actions as may be required to effectuate the disconnection of the Property from the Village, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect, except as otherwise provided herein.

Village agrees that it shall not annex, incorporate, consolidate, or otherwise join any property contiguous to the Property to the Village prior to the issuance of the first occupancy permit on the Property unless such annexation, incorporation, consolidation or any other joinder of property will not: (i) affect the Property's status as located on the border of the Village and (ii) in the event the Property is disconnected, result in the isolation of any part of the Village from the remainder of the Village.

Village hereby acknowledges that if the Property is disconnected from the Village pursuant to this provision: (a) the growth prospects and plan and zoning ordinances of the Village would not be unreasonably disrupted; (b) there would be no disruption to existing municipal service facilities, such as, but not limited to, sewer systems, street lighting, water

mains, garbage collection, and fire protection; and (c) if disconnected, the Village would not be unduly harmed through loss of tax revenue in the future.

If the Owner disconnects for any reason all of the obligations and responsibilities of the Parties under this Agreement are null and void.

12.6 Litigation.

The Village agrees to cooperate with Owner in the defense of any lawsuits or claims brought by any person or persons in regard to the following matters: i) this Agreement and the Exhibits thereto; ii) the annexation of the Property, or any part thereof; iii) the zoning of the Property; iv) any Final Plans for the Property; v) any challenge to the TIF District or any provision of the RDA; vi) any alleged procedural defects related to any of the foregoing; and (v) any suit for condemnation for all or any portion of the Property (brought by any other governmental body). To the extent that Village's cooperation results in any third party expenses or costs to the Village, the Owner shall reimburse the Village for such costs.

12.6.1 Choice of Counsel.

In the event of any such lawsuit naming the Village as a party, the Owner may elect to appear and defend the litigation on behalf of the Village in which case the Owner and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village in the case. In the alternative, the Owner may tender the defense of the matters to the Village, in which case the Owner and the Village shall by mutual agreement choose an attorney or attorneys to represent the Village in the case ("Litigation Counsel"). In either event, the Owner shall reimburse the Village

for the costs incurred by the Village in such defense, including, but not limited to, costs related to investigation, expert witness fees, and reasonable attorneys' fees. Owner shall establish an escrow suitable to Village to cover such costs which shall be funded quarterly in such amounts as the Litigation Counsel shall reasonably deem necessary to cover such costs for the next calendar quarter.

12.6.2 Resolution.

In the event the Owner is able to settle any such litigation or claim against the Owner and/or the Village, the Village may then elect to join in such settlement, subject to the following:

12.6.2.1 If the Village declines or refuses to join in such settlement, then from and after the time of such declining or refusal the Owner shall have no obligation to reimburse the Village for its costs, and reasonable attorney's fees incurred thereafter.

12.6.2.2 The Owner shall be liable and responsible for any and all obligations imposed by the terms of any such settlement, except to the extent that such settlement includes any provision that the Village itself shall pay costs, damages or other monetary award, and such settlement is approved and joined in by the Village. In such case, the Village shall be responsible and liable to pay such agreed costs, damages or other monetary award.

12.7 Certification of Ordinances.

At Owner's request, the Village Clerk shall certify copies of the Village Zoning Regulations and other documents referenced herein to facilitate later interpretation of this Agreement.

12.8 Merger.

The agreements contained herein shall survive the annexation of the Property and shall not be merged or extinguished by the annexation of the Property or any part thereof to the Village.

12.9 Corporate Authorities.

The parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the Village are entering into this Agreement in their corporate capacities as members of such a group and shall have no personal liability in their individual capacities.

12.10 Facilitation of Development.

It is understood and agreed by the parties hereto that the successful consummation of this Agreement requires their continued cooperation. The Village and Owner hereby evidence their intent to cooperate in the resolution of mutual problems and their willingness to facilitate the development and the use of the Property, as contemplated by the provisions of this Agreement.

12.11 Enforceability of this Agreement.

This Agreement shall be enforceable in the Sixteenth Judicial Circuit, Kane County, Illinois.

12.12 Remediation.

If for any reason the annexation of all of the Property is ruled by a court of competent jurisdiction to be invalid, then this Agreement shall remain in effect and the Corporate Authorities agree that they shall, as soon as possible, upon proper petition, which Owner

shall promptly provide, annex the Property to the Village in a valid manner upon the terms and conditions contained herein.

12.13 Invalidity of Zoning.

If for any reason the zoning is ruled invalid for part or all of the Property by a court of competent jurisdiction, then, the Corporate Authorities agree that they shall immediately take such action as may be required to grant in a valid manner the zoning and special uses contemplated herein.

12.14 Invalidity of TIF Proceedings.

If for any reason the TIF District therefor is ruled invalid by a court of competent jurisdiction, then the Corporate Authorities agree that, at Owner's expense, they shall promptly take such reasonable action as may be necessary to cure any perceived error and create the TIF District contemplated in this Agreement, as permitted by law.

12.15 Term of Agreement.

This Agreement will be binding on all parties for a term of 20 years from the Effective Date. In the event that the annexation hereby provided for shall be challenged in any legal proceeding, then, to the extent permitted by law, the period of time during which such proceedings are pending final determination shall toll the term of this Agreement.

12.16 Assignment.

If all or a portion of the Property is conveyed, the grantor shall have the right in connection therewith to assign to the grantee any and all rights and obligations grantor may have under this Agreement which affect the portion of the Property conveyed. Obligations and rights provided for herein shall remain with grantor unless otherwise assigned to grantee, and

where obligations are assigned to grantee the grantor shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed and assigned. Notwithstanding the foregoing, all grantees of any portion of the Property shall be deemed to have been assigned the rights arising hereunder which relate to the development and construction of the portion of the Property conveyed.

12.17 Time of the Essence.

It is understood and agreed that time is of the essence of this Agreement and that all parties will make every reasonable effort to expedite the subject matters hereof. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

12.18 Binding Effect of Agreement.

This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns. It is the express intent of the parties that the provisions of this Agreement not create, either expressly or equitably, any third-party beneficiary except for builders and developers who purchase portions of the Property from Owner.

12.19 Notices.

Any notice required pursuant to the provisions of this Agreement shall be in writing and be hand delivered or sent by certified mail return receipt requested, postage prepaid, to the

following respective addresses until notice of change of address is given, and shall be deemed received, if hand delivered, when so delivered, or, if mailed by certified mail, on the fifth business day following deposit in the U.S. Mail. Commercial overnight delivery service shall be considered hand delivered.

If to Owner: Sugar Grove LLC
 c/o Crown Community Development
 1751A West Diehl Road
 Naperville, IL 60563
 Attn: Teri Frankiewicz
 tfrankiewicz@crown-chicago.com
 Jennifer Cowan
 jcowan@crown-chicago.com

With copies to: Gould & Ratner LLP
 222 North LaSalle Street, Suite 300
 Chicago, Illinois 60601
 Attn: John H. Mays
 jmays@gouldratner.com

If to Village: Village of Sugar Grove
 160 S. Municipal Drive, Suite 110
 Sugar Grove, IL 60554

With copies to: Village Attorney
 160 S. Municipal Drive, Suite 110
 Sugar Grove, IL 60554

12.20 Default.

In the event any party defaults in its performance of its obligations set forth in this Agreement, then any non-defaulting party shall give notice to the defaulting party setting forth the alleged default in detail. The defaulting party shall have 60 calendar days to cure the default or provide evidence that such default shall be cured in a timely manner if it cannot be cured during said period. In the event that the defaulting party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default shall be cured in a timely manner, then following expiration of

said 60-day period, any non-defaulting party may seek to enforce this Agreement in the Circuit Court for the 16th Judicial District, Kane County, Illinois. In addition, if Village is the defaulting party and Owner has not commenced construction of the infrastructure on the Property, Owner may elect to disconnect the entire Property from the Village. Upon receipt of Owner notice of disconnection, Village and Owner shall immediately take such actions as may be required to effectuate the disconnection of the Property from the Village, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect.

12.21 Improvements Required by the Village Outside of the Owner's Property

If the Village determines that such action is necessary to implement this Agreement or the intent of this Agreement, the Village shall institute condemnation or eminent domain proceedings for land (other than the Property) for ~~such~~the purpose ~~(including, but not limited to the of~~ acquisition of right-of-way and easements~~)~~ for the necessary water line connections and the extension of Denny Road requested by the Village, as generally depicted on Exhibit Q attached hereto, within 60 calendar days of the Owner's request provided that Owner has made commercially reasonable efforts to secure the land at market value. The costs of such eminent domain proceedings, including attorneys' fees, court costs and appraisal fees, shall be borne by Owner.

12.22 Definitions.

Terms not specifically defined in this Agreement shall have the meanings attributed to them in the Village Zoning Regulations and if not defined in the Village Zoning Regulations, shall have the meanings attributed to them in normal discourse.

12.23 Force Majeure.

As used in this Agreement, the term “Force Majeure” includes: strikes, lock-outs, other labor disputes and shortages of qualified tradesmen; pandemic or area wide health emergencies; bankruptcy filings by contractors and materialmen; inability to procure or rationing of necessary materials and supplies; power failures, shortages of power generation equipment and rolling blackouts; acts of God and nature including storms, floods, extreme heat or cold, tornadoes and other natural events which hinder or prevent construction; delays by permitting authorities to process permit applications after application has been made; institution of proceedings and administrative or judicial orders halting or restricting work during the pendency of such proceedings; governmental restrictions; enemy action, acts of terrorism, war, or civil commotion or unrest; inability of or delays in obtaining offsite easements or rights of way; fires, unavoidable casualties or other causes beyond the reasonable control of Owner.

12.24 Owner.

When the term Owner is used in this Agreement it refers to Owner or another entity which has purchased or contracted to purchase or acquired title as a dedication or conveyance of a portion of the Property from Owner and has submitted applications for Final Plans and other final approvals to the Village; posted bonds or other security for the installation of public improvements; submitted applications for building permits and certificates of occupancy in connection with the development of the Property and the construction of residential; commercial or retail; religious, institutional, cultural and recreational uses and structures on the Property.

12.25 Entire Agreement.

This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes and all other prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Corporate Authorities and Owner have caused this instrument to be executed by their respective proper officials, duly authorized to execute the same, on the day and year first above written.

Village:

**VILLAGE OF SUGAR GROVE, an Illinois
municipal corporation**

Attest:

By: _____ By: _____
Village Clerk Its President

STATE OF ILLINOIS)
)
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Village President and Village Clerk, they signed and delivered the said instrument as President and Village Clerk caused the corporate seal of said Village to be affixed thereto, pursuant to authority, given by the Village of Sugar Grove Village Trustees as the free and voluntary act and deed of said Village for the uses and purposes set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public

Owner:

SUGAR GROVE LLC, an Illinois limited
liability company

By: _____
Name: Theresa O. Frankiewicz
Title: Authorized Signatory

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Theresa O. Frankiewicz, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and delivered the said instrument as a free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public

EXHIBIT F

SUBDIVISION ORDINANCE VARIANCES

EXHIBIT F
Sugar Grove - Subdivision Ordinance Variances

| Section | Title | Current Subdivision Ordinance | Modified Subdivision Ordinance |
|------------------|------------------------------------|---|---|
| Chapter 1 | General Provisions | | |
| 12-1-3 | Applicability and Compliance | | |
| C. | Improvements of Land | No improvements, such as sidewalks, water supply, storm water drainage, sewage facilities, gas service, electric service or lighting, grading, paving or surfacing of any street, shall be made within any proposed subdivision by any owner or owners or his or their agent, or by any utility whether publicly or privately owned or operated, at the request of such owner or owners or by his or their agent until the plans and plat have been reviewed by the village engineer, approved by the village board, and said plat has been recorded in the office of the Kane County recorder in accordance with the procedures set forth in this title. At the village's discretion, site improvements may be constructed prior to the recording of the final plat, but not prior to approval of the preliminary plat, if a site development permit is issued by the village. Said site development permit application form and fee is to be established by village policy. | No improvements, such as sidewalks, water supply, storm water drainage, sewage facilities, gas service, electric service or lighting, grading, paving or surfacing of any street, shall be made within any proposed subdivision by any owner or owners or his or their agent, or by any utility whether publicly or privately owned or operated, at the request of such owner or owners or by his or their agent until the plans and plat have been reviewed by the village engineer, approved by the village board, and said plat has been recorded in the office of the Kane County recorder in accordance with the procedures set forth in this title. Mass grading improvements shall be permitted at Developer's own risk prior to recordation of the Final Plat of Subdivision so long as a Preliminary Stormwater Report and Erosion and Sediment Control plans have been approved by the Village. At the village's discretion, site improvements may be constructed prior to the recording of the final plat, but not prior to approval of the preliminary plat, if a site development permit is issued by the village. Said site development permit application form and fee is to be established by village policy. |
| D. | Development of Land in Stages | Where a tract of land is proposed to be subdivided in several stages over a period of years, the subdivider shall have the entire subdivision designed and presented to the Village for final plan approval. The final plans shall include a phasing plan, showing the boundaries of the proposed phases. Phase boundaries shall be located in accordance with the requirements of section 12-4-5-3 of this title. Phases approved but for which construction has not begun within four (4) years of final plan approval may be subject to revisions necessitated by changes to this title or other ordinances or policies of the Village which impact the subdivision. Such revisions shall be submitted to the Planning Commission/Zoning Board of Appeals for review and to the Board of Trustees for approval. | Where a tract of land is proposed to be subdivided in several stages over a period of years, the subdivider shall not be required to design the entire subdivision and submit to the Village for approval. However subdivider shall be required to submit a plan that depicts anticipated phasing for the project. Phase boundaries shall be located in accordance with the requirements of section 12-4-5-3 of this title. Phases approved but for which construction has not begun within four (4) years of final plan approval may be subject to revisions necessitated by changes to this title or other ordinances or policies of the Village which impact the subdivision. Such revisions shall be submitted to the Planning Commission/Zoning Board of Appeals for review and to the Board of Trustees for approval. |
| Chapter 3 | Administration | | |
| 12-3-1 | Fees | | |
| C. | Consulting Fees | All consulting fees incurred by the Village, including, but not limited to, engineering, planning and legal fees in consideration of the applications for subdivision plat and public improvement plan review and approval, amendments, and other administrative matters pursuant to the terms of this title, shall be paid by the petitioner or applicant. | All reasonable consulting fees incurred by the Village, including, but not limited to, engineering, planning, review, inspections and legal fees in consideration of the applications for subdivision plat and public improvement plan review and approval, amendments, and other administrative matters pursuant to the terms of this title, shall be paid by the petitioner or applicant. |
| Chapter 4 | Subdivision Plat Procedures | | |
| 12-4-3-1 | Procedures | | |

| | | | |
|-----------|---|--|---|
| J. | Duration of Approval | Approval of preliminary plan shall be effective for a period of one year. Should improvement plans and final plan not be submitted for approval within this period, the preliminary plan shall again be submitted for approval unless an extension is requested by the subdivider and granted by the Village Board. | Per the Annexation Agreement, preliminary plan approvals are not required but a pre-application meeting with Village is required, in lieu. If owner or developer elects to obtain a preliminary plan approval, the preliminary plan approval shall be effective for a period of five years. Should improvement plans and final plan not be submitted for approval within this period, the preliminary plan shall again be submitted for approval unless an extension is requested by the subdivider and granted by the Village Board. |
| 12-4-5-4 | Agreements and Performance Guarantee | | |
| A.2. | Undertaking: Letter of Credit | An undertaking by subdivider guaranteeing completion of the land improvements remaining to be completed and accepted, as secured by an irrevocable letter of credit certifying that adequate funds are and will be available at a sound and reputable financial institution authorized to do business in the State of Illinois. Such irrevocable letter of credit shall be in effect for a period of two and one-half (21/2) years with a ninety (90) day notice requirement prior to expiration as provided in section 12-10-15 of this title from the date of recording the final plat, shall run in favor of the Village and shall indicate there are sufficient funds available for one hundred twenty percent (120%) of the estimated cost of land improvements, including professional services, warranty requirements and reasonable attorney's fees) for defaults of the land improvements remaining to be completed and that such funds are held for such purposes. Such undertaking and irrevocable letter of credit shall be in a form as provided in section 12-10-15 of this title. | An undertaking by subdivider guaranteeing completion of the land improvements remaining to be completed and accepted, as secured by an irrevocable letter of credit certifying that adequate funds are and will be available at a sound and reputable financial institution authorized to do business in the State of Illinois. Such irrevocable letter of credit shall be in effect for one (1) year from date of recording of the final plat per the terms of the Annexation Agreement and shall automatically renew on an annual basis until associated work is completed and shall indicate there are sufficient funds available for one hundred twenty percent (120%) of the estimated cost of land improvements, including professional services, warranty requirements and enforcement costs and fees (including reasonable attorney's fees) for defaults of the land improvements remaining to be completed and that such funds are held for such purposes. Such undertaking and irrevocable letter of credit shall be in a form as provided in section 12-10-15 of this title. |
| A.3.B. | Maintenance Of Improvements | A statement that the subdivider will maintain the roads and other land improvements within the subdivision until accepted by the Village or appropriate highway authority. | No variance |
| 12-4-6 | Completion and Acceptance of Improvements | | |
| B.1. | Project Engineer: Village Engineer | During the course of construction, the project engineer shall provide for full time construction observation of the work in order to ensure compliance with the approved plans and specifications and with good engineering and construction practices. Construction observation of the work shall also be done by the village engineer and other governmental officials at various times during construction as appropriate. | During the course of construction, the project engineer shall provide for construction observation of the work on an as needed basis in order to ensure compliance with the approved plans and specifications and with good engineering and construction practices. Construction observation of the work shall also be done by the village engineer and other governmental officials at various times during construction as appropriate. |
| D.5. | Satisfactory Performance Guarantee | The submission of a deposit in cash, irrevocable letter of credit or surety bond, equal to fifteen percent (15%) of the cost of land improvements. This deposit shall be a guarantee of satisfactory performance of land improvements and shall be held by the village for a period of eighteen (18) months after acceptance of the improvements. After such eighteen (18) months the deposit shall be refunded if no defects have developed, or if any defects have developed, then the remaining deposit shall be released, subject to payment for amounts expended or to be expended in correcting such defects. (Ord. 2002-06-18D, 6-18-2002) | The submission of a irrevocable letter of credit equal to ten percent (10%) of the cost of land improvements. This deposit shall be a guarantee of satisfactory performance of land improvements and shall be held by the Village for a period of eighteen (18) months after acceptance of improvements. Mass grading improvements shall not require a satisfactory performance guarantee. After such eighteen (18) months period the deposit shall be refunded if no defects have developed, or if any defects have developed, then the remaining deposit shall be released, subject to payment for amounts expended or to be expended in correcting such defects. (Ord. 2002-06-18D, 6-18-2002) |
| Chapter 5 | General Design Standards | | |
| 12-5-3 | Streets | | |

| E. | Existing Streets | Where a subdivision or other development abuts or contains an existing street, the subdivider shall improve that street along the entire frontage of the property being subdivided or developed to bring the street into compliance with these subdivision regulations. If that street also abuts land owned by others, the subdivider may enter into a recapture agreement with the Village to recoup an appropriate portion of the improvement costs. | Where a subdivider or other development abuts or contains an existing street, the subdivider shall improve that street as needed to provide safe access into the subdivision per an approved traffic study and attached roadway exhibits, except as otherwise provided in the Annexation Agreement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------|-------------------------|--|---|-----------|-------|-------|-------|-------------------|-----|-----|------|-----|------------------------------|-----|-----|-----|-----|---------------------------|------|------|------|------|------------------------------|----|--------|----|--------|-----------------------|----|----|----|----|-------------------------------|--------|----|----|--------|------------------------|--------|----|----|----|--|
| Q. | Minimum Standards | <table><tr><th>Street Designation</th><th>Collector</th><th>Local</th><th>Major</th><th>Minor</th></tr><tr><td>Minimum ROW Width</td><td>80'</td><td>66'</td><td>100'</td><td>66'</td></tr><tr><td>Minimum Pavement Width (B-B)</td><td>38'</td><td>32'</td><td>65'</td><td>32'</td></tr><tr><td>Minimum Structural Number</td><td>3.65</td><td>3.30</td><td>4.82</td><td>3.65</td></tr><tr><td>Minimum Binder (Residential)</td><td>4"</td><td>2 3/4"</td><td>6"</td><td>3 3/4"</td></tr><tr><td>Minimum Binder (OR&I)</td><td>5"</td><td>4"</td><td>7"</td><td>NA</td></tr><tr><td>Minimum Surface (Residential)</td><td>2 1/2"</td><td>2"</td><td>2"</td><td>1 1/2"</td></tr><tr><td>Minimum Surface (OR&I)</td><td>2 1/2"</td><td>2"</td><td>2"</td><td>NA</td></tr></table> <p>All major streets shall have curb openings and/or intersecting streets no closer to each other than one thousand feet (1,200') where possible and unless a limited egress and and/or ingress can be effectively constructed.</p> | Street Designation | Collector | Local | Major | Minor | Minimum ROW Width | 80' | 66' | 100' | 66' | Minimum Pavement Width (B-B) | 38' | 32' | 65' | 32' | Minimum Structural Number | 3.65 | 3.30 | 4.82 | 3.65 | Minimum Binder (Residential) | 4" | 2 3/4" | 6" | 3 3/4" | Minimum Binder (OR&I) | 5" | 4" | 7" | NA | Minimum Surface (Residential) | 2 1/2" | 2" | 2" | 1 1/2" | Minimum Surface (OR&I) | 2 1/2" | 2" | 2" | NA | Shall be per the attached Roadway Exhibits in the Annexation Agreement. Administrative approval of alternative pavement sections is permitted where applicant provides appropriate calculations. |
| Street Designation | Collector | Local | Major | Minor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum ROW Width | 80' | 66' | 100' | 66' | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum Pavement Width (B-B) | 38' | 32' | 65' | 32' | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum Structural Number | 3.65 | 3.30 | 4.82 | 3.65 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum Binder (Residential) | 4" | 2 3/4" | 6" | 3 3/4" | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum Binder (OR&I) | 5" | 4" | 7" | NA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum Surface (Residential) | 2 1/2" | 2" | 2" | 1 1/2" | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum Surface (OR&I) | 2 1/2" | 2" | 2" | NA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R.1 | Curb Openings | All major streets shall have curb openings and/or intersecting streets no closer to each other than one thousand feet (1,200') where possible and unless a limited egress and and/or ingress can be effectively constructed. | All major streets shall have curb openings and/or intersecting streets no closer to each other than the distances listed below where possible and unless a limited egress and/or ingress can be effectively constructed. Rt 47: 500' | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R.2 | Curb Openings | Curb openings on local streets shall be at least sixty (60') from an intersection, said sixty feet (60') measured from the closest right of way line to the center of the drive. | Curb openings on local streets shall be at least fifty (50') from an intersection, said fifty feet (50') measured from the closest right of way line to the center of the drive. Where curb openings are for residential driveways they shall be at least fifteen feet (15') from an intersection, said fifteen feet (15') measured from the closest right of way line to the edge of the pavement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12-5-5 | Alleys | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B. | Residential Areas: | Alleys in residential areas shall not be permitted except where deemed necessary by the village board | Alleys in residential areas are permitted but will not be Village owned and must been maintained by an HOA. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12-5-6 | Easements | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A. | Utility Easements | Easements across lots or centered on rear or side lot lines shall be provided for public and village utilities where necessary and shall be at least fifteen feet (15') wide. | Easements across lots or centered on rear or side lot lines shall be provided for public and village utilities where necessary and shall be at least ten feet (10') wide. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D. | Sewers: Water Mains | Where sewers and/or water mains are located in the easements, the easements shall be wider to accommodate other utilities, such as gas, electric and telephone. (Ord. 604, 9-8-1994) | Where sewers and/or water mains are located in the easements, the easements shall be of sufficient width to accommodate other utilities, such as gas, electric and telephone. (Ord. 604, 9-8-1994) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12-5-7 | Blocks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B. | Block Lengths | Block length shall not exceed one thousand two hundred feet (1,200') or be less than six hundred feet (600'). | Block length shall not exceed two thousand feet (2,000') or be less than two hundred and forty feet (240'). Block lengths greater than one thousand and two hundred feet (1,200') must include at least one roadway curve. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12-5-8 | Lots | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D. | Adequate Parking Areas: | Depths and widths of lots or properties reserved or laid out for commercial, business or industrial purposes shall be adequate to provide for the off street service and parking facilities required in title 11 of this Code. | Depths and widths of lots or properties reserved or laid out for commercial, business or industrial purposes shall be adequate to provide for the off street service and parking facilities required in Exhibit D of the Annexation Agreement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| G. | Access Provided | Access to a park or other open space shall consist of a minimum of seventy five foot (75') wide easement or frontage to a dedicated right-of-way and shall be provided with sidewalks. | No variance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chapter 6 | Required Improvement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 12-6-6 | Sump Pump Discharge Lines | Sump pump discharge lines shall be installed to serve each and every lot within the subdivision and shall be constructed in accordance with <u>chapter 11</u> of this title and shall be approved by the village engineer. (Ord. 604, 9-8-1994). | No variance |
| 12-6-9 | Sidewalks and Trails | | |
| A. | Concrete Sidewalks | Concrete sidewalks of portland cement shall be constructed as specified in chapter 11 of this title on both sides of all streets in residential, commercial and industrial subdivisions. At final plat approval, the Village Board may defer installation of sidewalks on one side of any or all streets in commercial and industrial subdivisions; provided, however, that the final plat must include a provision that the Village Board may require installation of additional sidewalks at a subsequent date on any or all streets having sidewalks on one side in accordance with procedures established in 65 Illinois Compiled Statutes 5/11-84. Unless otherwise approved by the Village Board, all sidewalks shall be located within the street right-of-way and not more than one foot (1') inside the right-of-way. | Sidewalks shall be constructed with 5" Portland Cement Concrete and a 6" aggregate base course, as specified in the Annexation Agreement . At final plat approval, the Village may defer installation of sidewalks on one side of any or all streets in commercial and industrial subdivisions; provided, however, that the final plat must include a provision that the Village may require installation of additional sidewalks at a subsequent date on any or all streets having sidewalks on one side in accordance with procedures established in 65 Illinois Compiled Statutes 5/11-84. Unless otherwise approved by the Village, all sidewalks shall be located within the street right-of-way. |
| B. | Trails | Trails shall be installed at locations designated by the village board. Trails shall be at least ten feet (10') in width and constructed according to specifications of this title. (Ord. 2004-02-20C, 4-20-2004; amd. Ord. 2018-02-20, 2-20-2018) | Trails shall be installed in general accordance with Exhibit J in the Annexation Agreement and shall be at least ten feet (10') in width. Trails indicated on Exhibit J in the Annexation Agreement to be hard surface the shall be constructed with 2" Hot Mix Asphalt Surface Course and a 6" Aggregate Base Course. Trails indicated on Exhibit J in the Annexation Agreement to be soft surface the shall be constructed with 4" Decomposed Granite |
| Chapter 7 | Dedication of Park Lands and School Sites or Payment of Fee in Lieu Thereof | | |
| 12-7-1 | Requirement | | |
| Paragraph 1 | | As a condition of approval of a final plat of subdivision, or of a final plat of a planned unit development, each subdivider or developer will be required to dedicate land for park or recreation purposes and land for school sites, to serve the immediate and future needs of the residents of the development, or cash contribution in lieu of actual land dedication, or a combination of both, at the option of the village, in accordance with the following criteria and formula. (Ord. 660, 4-15-1997) | Developer agrees to provide a minimum of 30% total open space in accordance with the concept plan. Open space calculations shall include stormwater management detention and retention facilities. No other land dedication requirements shall be imposed on Developer as a condition of approval of Final Plat of Subdivision. |
| 12-7-3-1 | Neighborhood Planning Objectives | | |
| H. | | The ten (10.0) acres per one thousand (1,000) population of neighborhood park land required by the park land/cash ordinance does not include storm water facilities such as detention basins and retention ponds. | Beyond the preservation of 30% of total open space, Developer shall not be required to make any additional park land or cash donations. |
| Chapter 8 | Floodplains and Wetlands | | |
| 12-8-2 | Prohibition of Development | | |
| | | Any property, parcels, tracts, lots or lands contained within a floodplain or wetland shall not be developed except as otherwise provided herein. Floodplain shall include floodway and flood fringe. (Ord. 604, 9-8-1994) | Any property, parcels, tracts, lots or lands contained within a floodplain or Army Corp of Engineers jurisdictional wetland shall not be developed except as otherwise provided herein. Floodplain shall include floodway and flood fringe. (Ord. 604, 9-8-1994) |
| 12-8-4 | Drainage into Wetlands | | |
| E. | Buffer Strip | A buffer strip of at least twenty five feet (25') in width, preferably vegetated with native plant species, shall be maintained or restored around the periphery of the wetland, stream, lake or pond. The buffer strip shall extend landward from the ordinary high water mark of surface water or from the edge of a | Buffers shall be per Army Corp of Engineers or Kane County Ordinance requirements. |

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| F. | Development Within Minimum Setback | Absolutely no development activity (except as provided herein) may occur within the "minimum setback", which is defined as seventy five feet (75') from the ordinary high water mark of streams, lakes and ponds, the edge of wetlands or within a designated depressional area. The following development activities may be permitted: 1. Minor Improvements: Minor improvements such as walkways, benches, comfort stations, foot bridges and docks; 2. Maintenance: The maintenance or replacement of existing highways and bridges, utility poles and towers; 3. Parks And Recreation Areas: The establishment and development of public and private parks and recreation areas. | Minimum wetland and waterway setbacks for development shall be per Army Corp of Engineers or Kane County Stormwater Ordinance requirements depending on jurisdiction. The following development activities may be permitted: 1. Minor Improvements: Minor improvements such as walkways, landscaping, fencing, benches, comfort stations, foot bridges and docks; 2. Maintenance: The maintenance or replacement of existing highways and bridges, utility poles and towers; 3. Parks And Recreation Areas: The establishment and development of public and private parks and recreation areas. |
| Chapter 10 12-10-14 | Sample Forms and Certificates; Exhibits Easements Public Utility and Drainage Easements: Paragraph 3 | | |
| B. | | THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, FENCES, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED. | THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, FENCES, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED. |
| Chapter 11 12-11-1-1 | Standard Specifications for Improvements Plan Submittals | | |
| B.6. | Erosion and Sediment Control Plan | Erosion and Sedimentation Control Plan, incorporating all design elements required by these Standard Specifications for Improvements and all requirements of the Illinois Urban Manual, the Kane County stormwater ordinance and the Kane-DuPage Soil and Water Conservation District. Topsoil stockpile areas shall be shown. It shall be clearly noted that all areas of the subdivision to be vegetated shall be respread with a minimum of six inches (6") of quality topsoil. Borrow pits will not be filled with topsoil and topsoil will not be transported out of the Village corporate boundary without written approval of the Village Engineer or the Village Board. This section of the plan set shall include a Stormwater Pollution Prevention Plan (SWPPP) in accordance with IEPA NPDES phase II permitting requirements. | Erosion and Sedimentation Control Plan, incorporating all design elements required by these Standard Specifications for Improvements and all requirements of the Illinois Urban Manual, and the Kane County stormwater ordinance. Topsoil stockpile areas shall be shown. It shall be clearly noted that all areas of the subdivision to be vegetated shall be respread with a minimum of six inches (6") of quality topsoil with the exception of temporary seeding areas. Borrow pits will not be filled with topsoil and topsoil will not be transported out of the Village corporate boundary without written approval of the Village Engineer or the Village Board. This section of the plan set shall include a Stormwater Pollution Prevention Plan (SWPPP) in accordance with IEPA NPDES phase II permitting requirements. |

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| B.7. | Plan and Profile Sheets | <p>Plan and Profile Sheets shall be provided for all roads and for all easements containing water, sewer and storm sewer mains. Easements shall be a minimum of ten feet (10') beyond the centerline of such mains (wider if necessary depending on the depth and size of the utility and soil conditions), shall be indicated on the engineering plans and coordinated with the final plat of subdivision. Rim and invert elevations for all pipes and all sanitary and storm structures shall be shown in plan view. Sanitary sewer manhole rims and inverts shall be shown in plan and profile. Sanitary sewer services shall be shown in plan view and in profile where they cross all water mains and where they cross any other utility with a potential elevation conflict. All risers shall be indicated, and all stub elevations shall be provided demonstrating that the sewer service can enter the residence at least two feet (2') below the basement floor. Valve vault rims and top of water main elevations shall be shown. Fire hydrants shall be shown with finish grade elevations. Water service lines and curb box locations and finish grade elevations shall be shown. Use of a table presenting all service data is preferred. All lot numbers and street names shall be shown in the plan view. Pipeline lengths, sizes, types and slopes shall be shown in plan and profile views. 1" = 5' is the preferred vertical scale for all profile drawings. Water main shall be shown in profile as it will actually be laid. Fittings will not be allowed for vertical deflections at elevation conflicts. Ninety degree (90°) bends are not allowed on the water main. Cross sections at one hundred foot (100') intervals shall be provided for all rural type roadways that do not utilize curb and gutter.</p> | <p>Plan and Profile Sheets shall be provided for all roads and for all easements containing water, sewer and storm sewer mains. Easements shall be a minimum of ten feet (10') wide and shall be indicated on the engineering plans and coordinated with the final plat of subdivision. Rim and invert elevations for all pipes and all sanitary and storm structures shall be shown in plan view. Sanitary sewer manhole rims and inverts shall be shown in plan and profile. Sanitary sewer services shall be shown in plan view and in profile where they cross all water mains and where they cross any other utility with a potential elevation conflict. Sewer services shall be per Fox Metro Water Reclamation District requirements. Valve vault rims and top of water main elevations shall be shown. Fire hydrants shall be shown with finish grade elevations. Water service lines and curb box locations and finish grade elevations shall be shown. Use of a table presenting all service data is preferred. All lot numbers and street names shall be shown in the plan view. Pipeline lengths, sizes, types and slopes shall be shown in plan and profile views. 1" = 5' is the preferred vertical scale for all profile drawings. Water main shall be shown in profile as it will actually be laid. Fittings will not be allowed for vertical deflections at elevation conflicts. Ninety degree (90°) bends are not allowed on the water main. Cross sections at one hundred foot (100') intervals shall be provided for all rural type roadways that do not utilize curb and gutter.</p> |
| 12-11-1-2 | Review and Inspection Fees | <p>The cost for all such reviews, inspections and approvals shall be reimbursed by the subdivider, developer, applicant or owner.</p> | <p>All reasonable consulting fees incurred by the Village, including, but not limited to, engineering, planning, review, inspections and legal fees in consideration of the applications for subdivision plat and public improvement plan review and approval, amendments, and other administrative matters pursuant to the terms of this title, shall be paid by the petitioner or applicant.</p> |
| 12-11-1-3: | Required Permits, Meetings and Inspections 2nd paragraph | <p>No work shall begin until all applicable permits have been received, the engineering plans have been approved in writing by the Village Engineer and accepted by the Village Board and the pre-construction conference has been held. Any changes to the approved plans must be approved in writing by the Village Engineer. The Village Engineer or a representative will, upon discovery of improper material or installation practices, issue a written document to the contractor, stating that failure to stop and correct such deficiencies will result in the Village's refusal to accept such improvements or to issue any further building permits or to perform required inspections.</p> | <p>No work shall begin until all applicable permits have been received, the engineering plans have been approved in writing by the Village Engineer and accepted by the Village Board and the pre-construction conference has been held with the exception of mass grading improvements which are done at Developer's own risk. Any changes to the approved plans must be approved in writing by the Village Engineer. The Village Engineer or a representative will, upon discovery of improper material or installation practices, issue a written document to the contractor, stating that failure to stop and correct such deficiencies will result in the Village's refusal to accept such improvements or to issue any further building permits or to perform required inspections.</p> |
| 12-11-3-1 | General Conditions | | |

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| | 2nd to last paragraph | The binder course and surface course may be tested for smoothness with a sixteen foot (16') straightedge after it has been thoroughly compacted. Any surface variations which warrant penalties per section 406.11 of the Illinois Department of Transportation Standard Specifications will be paid to the Village of Sugar Grove per the rates per each surface variation and/or repairs identified in the Illinois Department of Transportation Standard Specifications. This will be done at the sole expense of the contractor. For any surface variations 0.75 inch or greater, the contractor shall remove and replace a large number of bumps; however, complete removal and replacement of the surface course at the contractor's expense will be required. | This paragraph is deleted in its entirety. |
| 12-11-3-2 B.1.b. | Pavement Minimum Design Criteria/Pavement Standards | All roadways shall have concrete curb/gutter, Type M-3.12 where driveway access is allowed in residential neighborhoods, and type B-6.12 in all other applications, unless recommended otherwise by the Village Engineer. The required cross section of these curb types is as shown in the Standard Details. Two (2) no. 4 steel reinforcing bars, twenty feet (20') in length, shall be installed centered on all trench crossings. Expansion joints, in accordance with the Standard Detail, shall be spaced per the Typical Expansion Joint Spacing Curb and Gutter Chart in the Standard Drawing, all points of curvature, five feet (5') each side of drainage structures and between separate pours. Minimum two inches (2") deep contraction joints shall be saw cut at minimum ten feet (10') intervals within twenty four (24) hours of curb placement. Contraction joints shall be sealed with a sealant to be approved by the Village. An approved spray-on curing compound with white fugitive dye shall be applied immediately after finishing of the curb. A concrete sealer, WR Meadows TIAH, or approved equal, shall be applied between seven (7) days and ten (10) days following curb installation. The curb shall be installed on a minimum of four inches (4") of the same aggregate base course used for the roadway construction. The compacted curb sub-grade shall be shaped parallel to the curb flow line and positively drained to the inlets and catch basins so that any water, if applied, would not pocket in this subgrade. | All roadways shall have concrete curb/gutter, Type M-3.12 where driveway access is allowed in residential neighborhoods, and type B-6.12 in all other applications, unless recommended otherwise by the Village Engineer. Curb cuts or B Modified Curb and Gutter may be permitted to provide driveway access. Rural cross sections with no curb/gutter shall be permitted for Seavey Rd and the offsite portion of Denny Rd. The required cross section of these curb types is as shown in the Standard Details. Two (2) no. 4 steel reinforcing bars, twenty feet (20') in length, shall be installed centered on all trench crossings. Expansion joints, in accordance with the Standard Detail, shall be spaced per the Typical Expansion Joint Spacing Curb and Gutter Chart in the Standard Drawing, all points of curvature, five feet (5') each side of drainage structures and between separate pours. Minimum two inches (2") deep contraction joints shall be saw cut at minimum ten feet (10') intervals within twenty four (24) hours of curb placement. Contraction joints shall be sealed with a sealant to be approved by the Village. An approved spray-on curing compound with white fugitive dye shall be applied immediately after finishing of the curb. A concrete sealer, WR Meadows TIAH, or approved equal, shall be applied between seven (7) days and ten (10) days following curb installation. The curb shall be installed on a minimum of four inches (4") of the same aggregate base course used for the roadway construction. The compacted curb sub-grade shall be shaped parallel to the curb flow line and positively drained to the inlets and catch basins so that any water, if applied, would not pocket in this subgrade. |
| B.1.d | Minimum Design Criteria/Pavement Standards | In accordance with 605 Illinois Compiled Statutes 5/9-115.1 regarding the location of earthen berms in relation to the right-of-way, no part of a berm shall be located within ten feet (10') of the right of way line. | With the except of along Route 47, Berms may be allowed within 10 feet of the right of way line provided that they do not present a hazard or obstruction to the driving public. Berms will be measured from the toe of the berm. |
| B.2.b. | Table 12-11-3-2: Minimum Standards for Street Design | Table 12-11-3-2: Minimum Standards for Street Design | Minimum standards per Roadway Exhibits in Annexation Agreement |
| 12-11-3-9 11 | Street Lighting Table 12-11-I-9: Street Lighting Requirements | Table 12-11-I-9: Street Lighting Requirements | Add: Ornamental lighting as approved by Village Staff is also allowable. |
| 12-11-3-10 | Street Parkway Landscaping Paragraph 1 | All parkways within the dedicated street right-of-way shall be final graded with a minimum of six inches (6") of topsoil and sodded in an approved manner. The minimum gradient of all parkways shall be two percent (2%) and the maximum shall be eight percent (8%). | All urban street cross section parkways within the dedicated street right-of-way shall be final graded with a minimum of six inches (6") of topsoil and sodded or seeded in an approved manner. The minimum gradient of all parkways shall be two percent (2%) and the maximum shall be eight percent (8%). |
| | Paragraph 2 | The subdivider, developer, or contractor shall provide and plant healthy and properly pruned trees along all streets at a rate of one tree per lot, provided that the lot is seventy-five (75) feet or less. If the lot width is greater than seventy-five (75) feet the subdivider shall provide two (2) trees per lot. | The tree plantings shall be per proposed landscaping requirements detailed within the Regulating Plan, except where driveways and light poles make it impractical for tree plantings. |

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| 12-11-4 | Utilities | | |
| 12-11-4-1 | Storm Sewer Collection and Conveyance | | |
| A. | 5th to last paragraph | <p>Curb inlets, curb catch basins and rear yard catch basins shall not be constructed on storm sewers greater than eighteen inches (18") in diameter. Storm sewer trunk lines are encouraged in rear yards and limited longitudinal installation of storm sewer under roadways may be permitted by the Village Engineer. For each pair of curb inlets structures on opposite sides of a roadway, the downstream structure shall be a catch basin. No more than three (3) precast concrete adjusting rings, not on any structure. All storm sewer structures, other than curb inlets and curb catch basins shall be marked at the time of construction with a 4" x 4" hardwood post neatly installed vertically with a minimum four feet (4') bury and a minimum four feet (4') exposed. The top one foot (1') of the post shall be neatly painted green.</p> | <p>Curb inlets, curb catch basins and rear yard catch basins may be constructed on storm sewers greater than eighteen inches (18") in diameter. Structures much be sized to accommodate the pipe sizes appropriately. Storm sewer trunk lines are encouraged in rear yards and limited longitudinal installation of storm sewer under roadways may be permitted by the Village Engineer. For each pair of curb inlet structures on opposite sides of a roadway, the downstream structure shall be a catch basin. No more than three (3) precast concrete adjusting rings, not exceeding eight inches (8") thickness, may be used on any structure. All storm sewer structures, other than curb inlets and curb catch basins shall be marked at the time of construction with a 4" x 4" hardwood post neatly installed vertically with a minimum four feet (4') bury and a minimum four feet (4') exposed. The top one foot (1') of the post shall be neatly painted green.</p> |
| A. | 2nd to last paragraph | <p>The stormwater drainage system shall be separate and independent of the sanitary sewer system. Storm sewer shall be constructed of reinforced concrete pipe (RCP) conforming to the ASTM designation C-76, Class III or better. Other materials for storm sewers may be used in special cases upon the written approval of the Village Engineer. Any flexible pipe storm sewer systems so approved by the Village Engineer shall be subject to mandrell testing, for all sections, thirty (30) days following installation. Existing ground water drain tiles that enter the site from other properties shall be connected to the new storm sewer system with the use of a manhole or shall be restored to operating condition at the direction of the Village Engineer. The design capacity of the on-site storm sewer system shall consider all flows attributed to these drain tiles so connected. Joints for all concrete storm sewers shall be of the bituminous mastic or rubber gasket type, except when otherwise required by the Illinois Environmental Protection Agency or the Village Engineer. All storm sewers that encroach within fifteen feet (15') of any building foundation shall be "O"-ring, or other rubber, gasketed joints as per the ASTM C-443 specification.</p> | <p>The stormwater drainage system shall be separate and independent of the sanitary sewer system. Storm sewer shall be constructed of reinforced concrete pipe (RCP) conforming to the ASTM designation C-76, Class III or better or HP Storm pipe meeting ASTM F2881 or AASHTO M330 requirements shall be acceptable except within roadway right-of-ways. Other materials for storm sewers may be used in special cases upon the written approval of the Village Engineer. Any flexible pipe storm sewer systems so approved by the Village Engineer shall be subject to mandrell testing, for all sections, thirty (30) days following installation. Existing ground water drain tiles that enter the site from other properties shall be connected to the new storm sewer system with the use of a manhole or shall be restored to operating condition at the direction of the Village Engineer. The design capacity of the on-site storm sewer system shall consider all flows attributed to these drain tiles so connected. Joints for all concrete storm sewers shall be of the bituminous mastic or rubber gasket type, except when otherwise required by the Illinois Environmental Protection Agency or the Village Engineer. All storm sewers that encroach within fifteen feet (15') of any building foundation shall be "O"-ring, or other rubber, gasketed joints as per the ASTM C-443 specification.</p> |
| C. | Sump Pumps | Add Sentence | No variance |
| 12-11-4-3 | Water Supply | | |

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| B. | Water Main | Public water mains shall be constructed across the entire frontage of all lots, unless otherwise approved by the Village. All lots shall have direct access to a public water main. No water service shall run across another lot or connect to another water service. All water mains shall be looped and all areas of a development shall be double fed, unless approved otherwise by the Village Engineer. Subdivisions shall have a minimum of two (2) connections to the existing Village water distribution system. Water main shall extend to all property corners and/or key connection points for future or existing water main connections. Water mains shall be a minimum of eight inches (8") internal diameter with a cover of five feet six inches (5'6") minimum below finished grade. | Public water mains shall be constructed across the entire frontage of all lots, unless otherwise approved by the Village. All lots shall have direct access to a public water main. No water service shall run across another lot or connect to another water service. All water mains shall be looped and all areas of a development shall be double fed, unless approved otherwise by the Village Engineer. For Areas 1, 2 and 3: Single source watermain service shall be permitted up until the 250th residential occupancy permit is issued, at which time 2 sources will be provided for redundancy. For Areas 4 and 5: Single source watermain service shall be permitted provided that water storage is delivered no later than 12 months after 1st building permit issuance Water main shall extend to all property corners and/or key connection points for future or existing water main connections. Water mains shall be a minimum of eight inches (8") internal diameter with a cover of five feet six inches (5'6") minimum below finished grade. |
| D. | Valves and Vaults | Valves shall be installed each second consecutive hydrant at intersecting line and other locations as required such that a minimum number of services will be affected during the main isolation. Valves shall be installed at easily accessible locations as determined by the Village Engineer such that the number of single family water services affected by a water main isolation shall be 12-16 services and/or such that the number of multi-family (duplex, townhome, condominium) water services affected by a water main isolation shall be 18-24 services. For water mains that run alongside lot lines, valves shall be installed wherever the main enters or exits the public right-of-way. All valve vaults shall be marked at the time of construction with a 4" x 4" hardwood post neatly installed vertically with a minimum four feet (4') bury and a minimum four feet (4') exposed. The top one foot (1') of the post shall be neatly painted blue. | Valves shall be installed each third consecutive hydrant at intersecting line and other locations as required such that a minimum number of services will be affected during the main isolation. Valves shall be installed at easily accessible locations as determined by the Village Engineer such that the number of single family water services affected by a water main isolation shall be 12-16 services and/or such that the number of multi-family (duplex, townhome, condominium) water services affected by a water main isolation shall be 18-24 services. For water mains that run alongside lot lines, valves shall be installed wherever the main enters or exits the public right-of-way. All valve vaults shall be marked at the time of construction with a 4" x 4" hardwood post neatly installed vertically with a minimum four feet (4') bury and a minimum four feet (4') exposed. The top one foot (1') of the post shall be neatly painted blue. |
| 12-11-4-4 | Granular Trench Backfill | All trenches caused by the construction of sewers, water mains, water service pipes and the excavation around catch basins, manholes, inlets and other appurtenances which occur within 2 feet of the limits of existing or proposed pavements, sidewalks and curb and gutters, trails and driveways or where the edge of the trench shall be within 2 feet of said improvements, shall be backfilled with mechanically compacted granular backfill. | All trenches caused by the construction of sewers, water mains, water service pipes and the excavation around catch basins, manholes, inlets and other appurtenances which occur within 2 feet of the limits of existing or proposed pavements and curb and gutters or where the edge of the trench shall be within 2 feet of said improvements, shall be backfilled with mechanically compacted granular backfill. |
| 12-11-5-1 | Stormwater Management: General J. Location of Basins: | Compliance shall be made with 605 Illinois Compiled Statutes 5/9-115.1 regarding the location of basins in relation to the right-of-way. No part of the basin shall be located within a distance of ten feet (10') plus one and one half (1 1/2) times the depth of the pond from the right-of-way line. | Compliance shall be made with 605 Illinois Compiled Statutes 5/9-115.1 regarding the location of basins in relation to the right-of-way. |
| 12-11-5-2 | Stormwater Management: Detention Basin Design A. Wet Basin Depths | The normal water pool in wet basins shall be at least six (6) feet deep, excluding near shore banks and safety ledges and shall be at least ten (10) feet deep over 25% of the normal water level area. | The normal water pool in wet basins shall be at least six (6) feet deep, excluding near shore banks and safety ledges and shall be at least ten (10) feet deep over 10% of the normal water level area. Wetland type basins may be shallower to encourage the survivability of wetland plantings. |
| Added | Wetland Ponds | N/A | Allow for wetland based detention ponds |

EXHIBIT G

**LOCATIONS FOR WATER STORAGE TANK AND COMBINATION BOOSTER
PUMP STATION AND PRESSURE REDUCING VALVE**

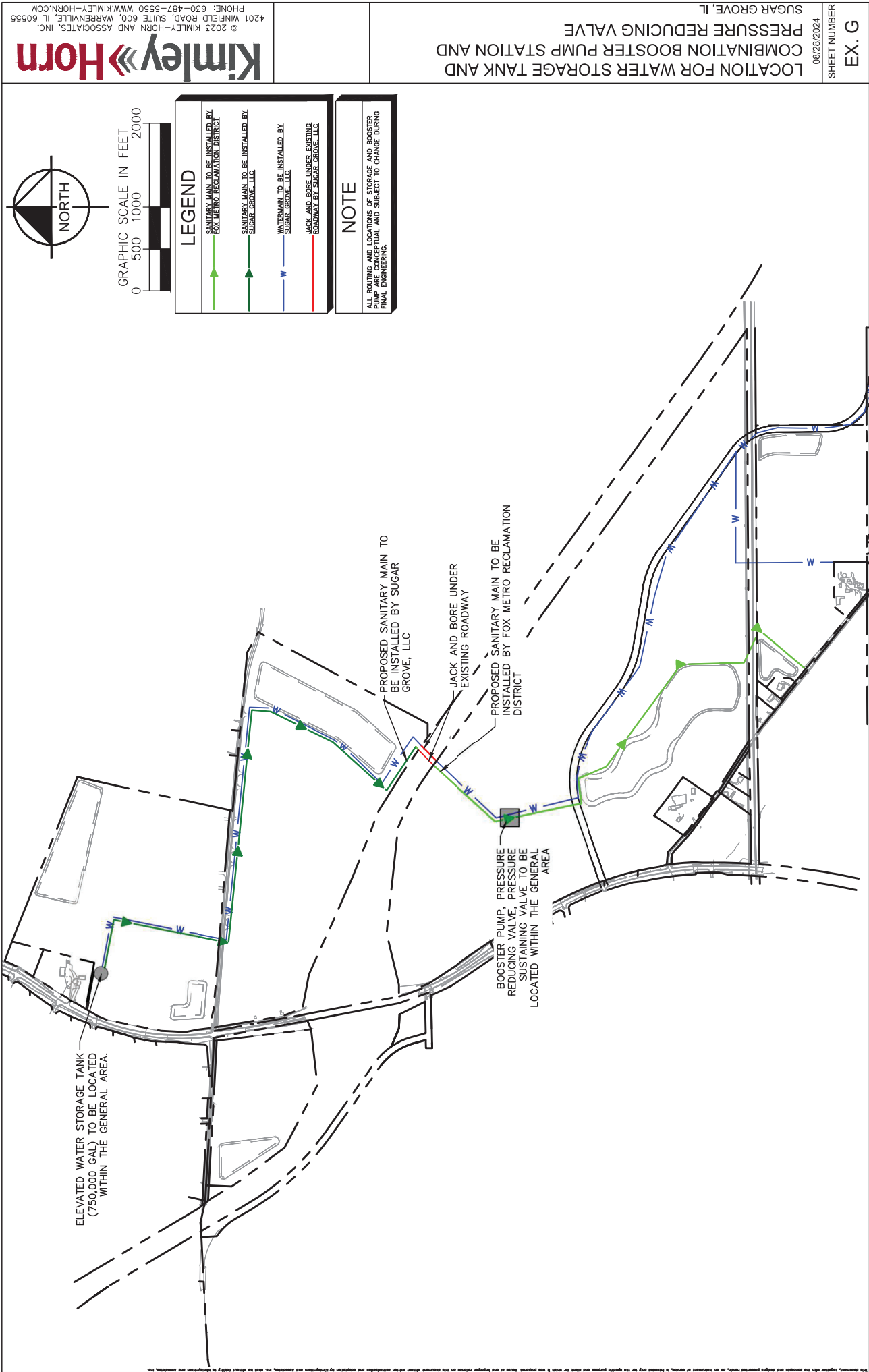
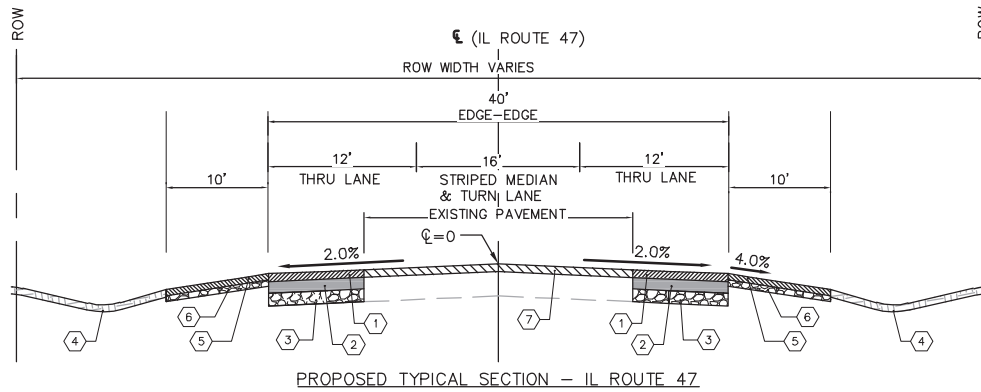


EXHIBIT H
ROADWAY IMPROVEMENTS



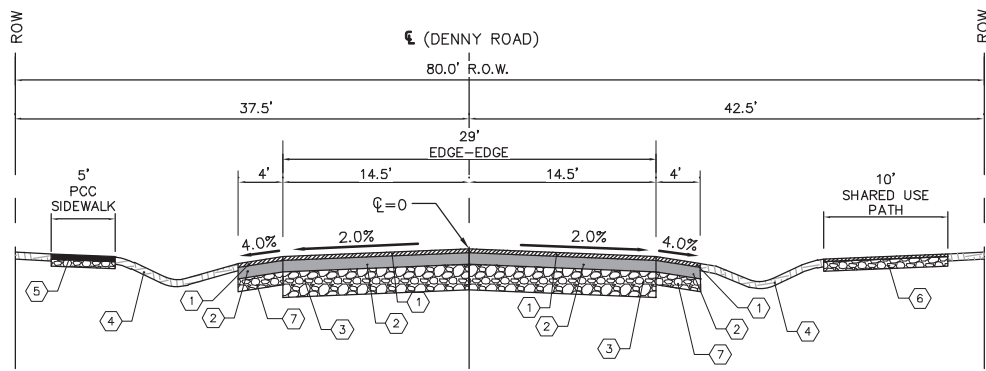
1. TYPICAL SECTION ANTICIPATED THROUGHOUT CORRIDOR WITH THE EXCEPTION OF INTERSECTIONS, TAPERS, AND TIE-IN TO EXISTING CONDITIONS
2. SUBJECT TO CHANGE PER IDOT REVIEW

SN: 5.28

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

TYPICAL SECTION LEGEND - IL ROUTE 47

1. 2.5" HMA SURFACE COURSE, MIX "C", N50
2. 8.25" HMA BINDER COURSE, IL-19.0, N50
3. 12" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
4. 6.0" TOPSOIL AND CLASS 2A-AC SEEDING
5. 6.5" HMA BINDER COURSE, MIX "C", N50
6. 6.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
7. 2.0" MILL & OVERLAY, HMA SURFACE COURSE, MIX "C", N50



PROPOSED TYPICAL SECTION – DENNY ROAD (RURAL)

1. TYPICAL SECTION ANTICIPATED SOUTH OF THE LAST NEIGHBORHOOD INTERSECTION IN AREA 2.
2. OWNER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTING THE OFFSITE ROADWAY CONNECTION TO EXISTING DENNY ROAD.

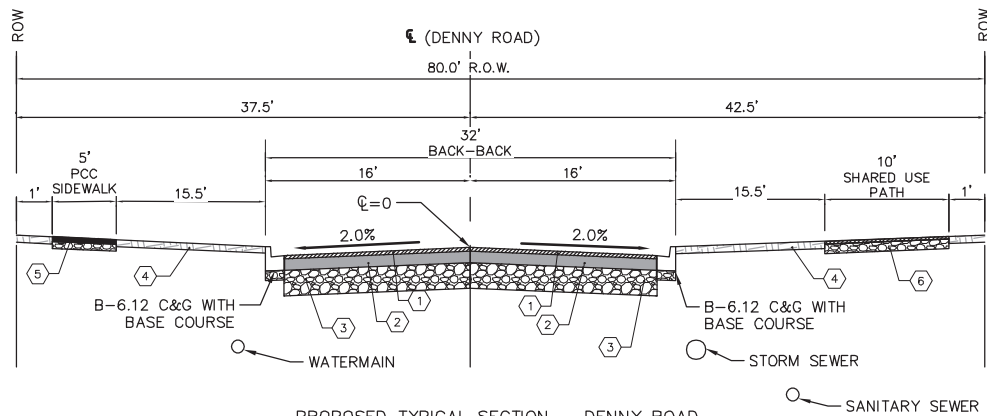
SN: 4.34

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

TYPICAL SECTION LEGEND - DENNY ROAD (RURAL)

1. 2" HMA SURFACE COURSE, MIX "D", N50
2. 6" HMA BINDER COURSE, IL-19.0, N50
3. 12.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
4. 6.0" TOPSOIL AND CLASS 2A-AC SEEDING
5. 5" PCC SIDEWALK ON 6" AGGREGATE BASE COURSE (CA-6) COMPACTED TO 95% MODIFIED PROCTOR DENSITY
6. 2" HMA SURFACE COURSE, MIX "D" N70, ON 8" AGGREGATE BASE COURSE (CA-6) COMPACTED TO 95% MODIFIED PROCTOR DENSITY
7. 6" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY

NOTE: BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER.



PROPOSED TYPICAL SECTION – DENNY ROAD

1. TYPICAL SECTION ANTICIPATED THROUGHOUT CORRIDOR WITH THE EXCEPTION OF INTERSECTION WITH IL 47 (REFER TO RURAL SECTION FOR THE TYPICAL SECTION SOUTH OF THE LAST NEIGHBORHOOD INTERSECTION IN AREA 2.
2. OWNER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTING THE OFFSITE ROADWAY CONNECTION TO EXISTING DENNY ROAD.

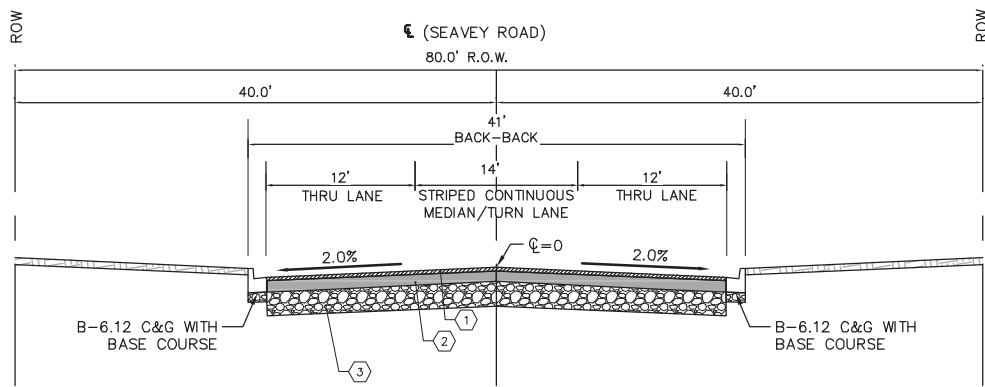
SN: 4.34

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

TYPICAL SECTION LEGEND - DENNY ROAD

1. 2" HMA SURFACE COURSE, MIX "D", N50
2. 6" HMA BINDER COURSE, IL-19.0, N50
3. 12.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
4. 6.0" TOPSOIL AND CLASS 2A-AC SEEDING
5. 5" PCC SIDEWALK ON 6" AGGREGATE BASE COURSE (CA-6) COMPACTED TO 95% MODIFIED PROCTOR DENSITY
6. 2" HMA SURFACE COURSE, MIX "D" N70, ON 8" AGGREGATE BASE COURSE (CA-6) COMPACTED TO 95% MODIFIED PROCTOR DENSITY

NOTE: BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER.



PROPOSED TYPICAL SECTION – SEAVEY ROAD EAST OF IL-47 TO APPROXIMATELY 2130' EAST OF IL-47
& WEST OF IL-47 TO RED OAK DRIVE

1. TYPICAL SECTION ANTICIPATED THROUGHOUT CORRIDOR WITH THE EXCEPTION OF INTERSECTION WITH IL 47.
2. OWNER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTING THE OFFSITE ROADWAY CONNECTION TO EXISTING SEAVEY ROAD
3. CURB AND GUTTER SHALL NOT BE REQUIRED ON THE NORTH SIDE OF SEAVEY ROAD WHERE PROPERTY IS OWNED BY OTHERS AND THE EDGE OF PAVEMENT/ROADWAY SHALL BE MATCHED AT THOSE LOCATIONS
4. SEAVEY ROAD TYPICAL SECTION WILL COMMENCE TRANSITION BACK TO EXISTING CROSS SECTION APPROXIMATELY 1000' BEFORE THE EASTERNMOST PROPERTY LINE

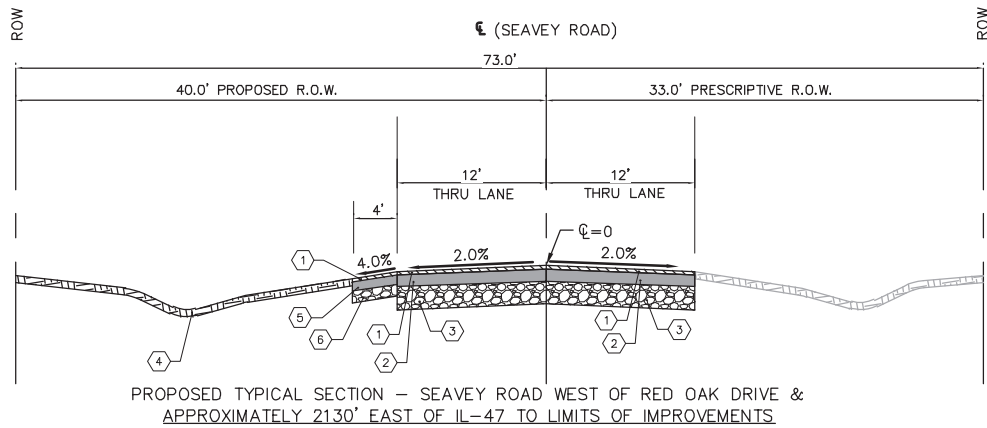
SN: 4.84

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

TYPICAL SECTION LEGEND - MAJOR ROAD

1. 2.0" HMA SURFACE COURSE, MIX "D", N50
2. 7.5" HMA BINDER COURSE, IL-19.0, N50
3. 12.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
4. 6.0" TOPSOIL AND CLASS 2A-AC SEEDING
5. 8.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY

NOTE: BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER.



1. OWNER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTING THE OFFSITE ROADWAY CONNECTION TO EXISTING SEAVEY ROAD.
2. MATCH EXISTING ALONG THE NORTH SIDE OF SEAVEY ROAD WHERE PROPERTY IS OWNED BY OTHERS
3. TURN LANES TO BE ADDED AS NECESSARY
4. NO IMPROVEMENTS TO EXISTING BRIDGE CROSSINGS SHALL BE REQUIRED.

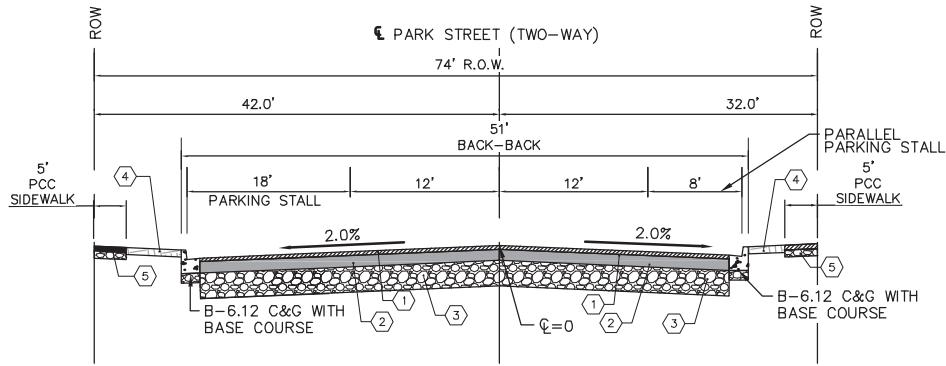
SN: 4.84

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

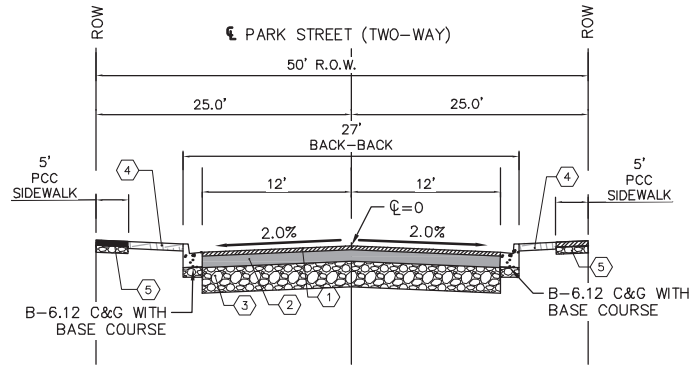
TYPICAL SECTION LEGEND - MAJOR ROAD

1. 2.0" HMA SURFACE COURSE, MIX "D", N50
2. 7.5" HMA BINDER COURSE, IL-19.0, N50
3. 12.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
4. 6.0" TOPSOIL AND CLASS 2A-AC SEEDING
5. 6.0" HMA BINDER COURSE, IL-19.0, N50
6. 6.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
7. 2.0" MILL & OVERLAY, HMA SURFACE COURSE, MIX "D", N50

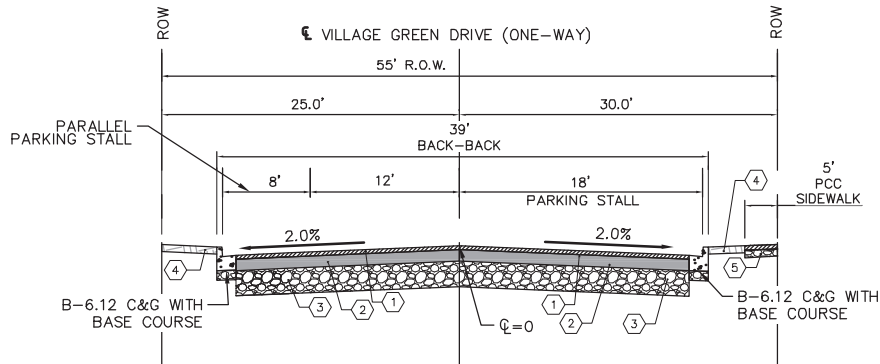
NOTE: BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER.



PROPOSED TYPICAL SECTION – PARK STREET (TWO WAY)
NORTH OF VILLAGE GREEN DRIVE INTERSECTION, SOUTH OF DENNY ROAD



PROPOSED TYPICAL SECTION – PARK STREET (TWO WAY)
SOUTH OF VILLAGE GREEN DRIVE INTERSECTION



PROPOSED TYPICAL SECTION – VILLAGE GREEN DRIVE (ONE WAY)

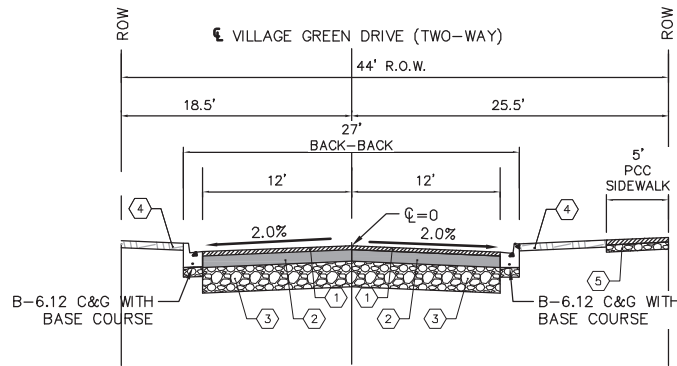
1. BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER
2. STREET NAMES ARE PROVIDED FOR REFERENCING PURPOSES ONLY AND ARE SUBJECT TO CHANGE
3. UTILITY LOCATIONS TO BE DETERMINED AT THE TIME OF FINAL ENGINEERING

SN: 3.68

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

TYPICAL SECTION LEGEND - TOWN CENTER

1. 2" HMA SURFACE COURSE, MIX "D", N50
2. 4" HMA BINDER COURSE, IL-19.0, N50
3. 12.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
4. 6.0" TOPSOIL AND CLASS 2A-AC SEEDING
5. 5" PCC SIDEWALK ON 6" AGGREGATE BASE COURSE (CA-6) COMPACTED TO 95% MODIFIED PROCTOR DENSITY



PROPOSED TYPICAL SECTION - VILLAGE GREEN DRIVE (TWO WAY)

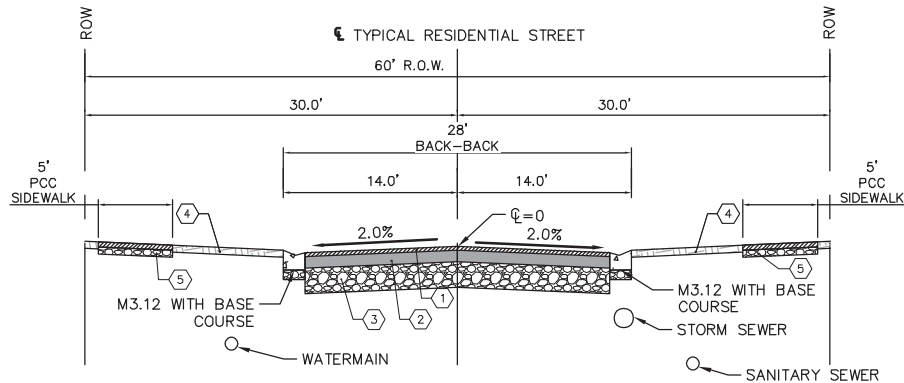
1. BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER
2. STREET NAMES ARE PROVIDED FOR REFERENCING PURPOSES ONLY AND ARE SUBJECT TO CHANGE
3. UTILITY LOCATIONS TO BE DETERMINED AT THE TIME OF FINAL ENGINEERING

SN: 3.68

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

TYPICAL SECTION LEGEND - TOWN CENTER

1. 2" HMA SURFACE COURSE, MIX "D", N50
2. 4" HMA BINDER COURSE, IL-19.0, N50
3. 12.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
4. 6.0" TOPSOIL AND CLASS 2A-AC SEEDING
5. 5" PCC SIDEWALK ON 6" AGGREGATE BASE COURSE (CA-6) COMPACTED TO 95% MODIFIED PROCTOR DENSITY



PROPOSED TYPICAL SECTION - TYPICAL RESIDENTIAL STREET

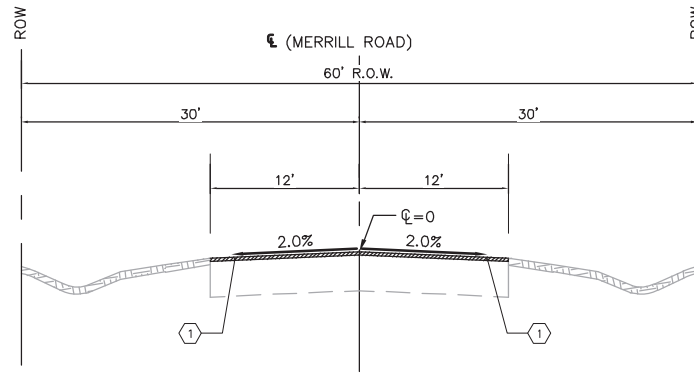
SN: 3.26

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

TYPICAL SECTION LEGEND - TYPICAL RESIDENTIAL

1. 2" HMA SURFACE COURSE, MIX "D", N50
2. 3.5" HMA BINDER COURSE, IL-19.0, N50
3. 10.0" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY
4. 6.0" TOPSOIL AND CLASS 2A-AC SEEDING
5. 5" PCC SIDEWALK ON 6" AGGREGATE BASE COURSE (CA-6) COMPACTED TO 95% MODIFIED PROCTOR DENSITY

NOTE: BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER.



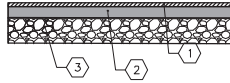
PROPOSED TYPICAL SECTION – MERRILL ROAD (MAJOR ROAD)

1. TO SECOND CONSTRUCTION ENTRANCE (ACCESS POINT 2)
2. TURN LANES TO BE ADDED AS NECESSARY

TYPICAL SECTION LEGEND - MERRILL ROAD

1. 2.0" MILL & OVERLAY, HMA SURFACE COURSE, MIX "D", N50

NOTE: BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER.



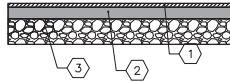
SN: 3.02

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

TYPICAL SECTION LEGEND - VEHICLE PARKING

1. 2" HMA SURFACE COURSE, MIX "D", N50
2. 2" HMA BINDER COURSE, IL-19.0, N50
3. 12" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY

NOTE: BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER.



SN: 3.68

ALTERNATIVE DESIGN MAY BE APPROVED IF THE PROPOSED SN SHOWN IS MET

TYPICAL SECTION LEGEND - TRUCK PARKING

1. 2" HMA SURFACE COURSE, MIX "D", N50
2. 4" HMA BINDER COURSE, IL-19.0, N50
3. 12" AGGREGATE BASE COURSE (CA-6), COMPACTED TO 95% MODIFIED PROCTOR DENSITY

NOTE: BASE COURSE TO BE PRIMED AT 0.30 GAL/SY PRIOR TO PLACEMENT OF BINDER.

SEAVEY ROAD SUPPLEMENTAL EXHIBIT



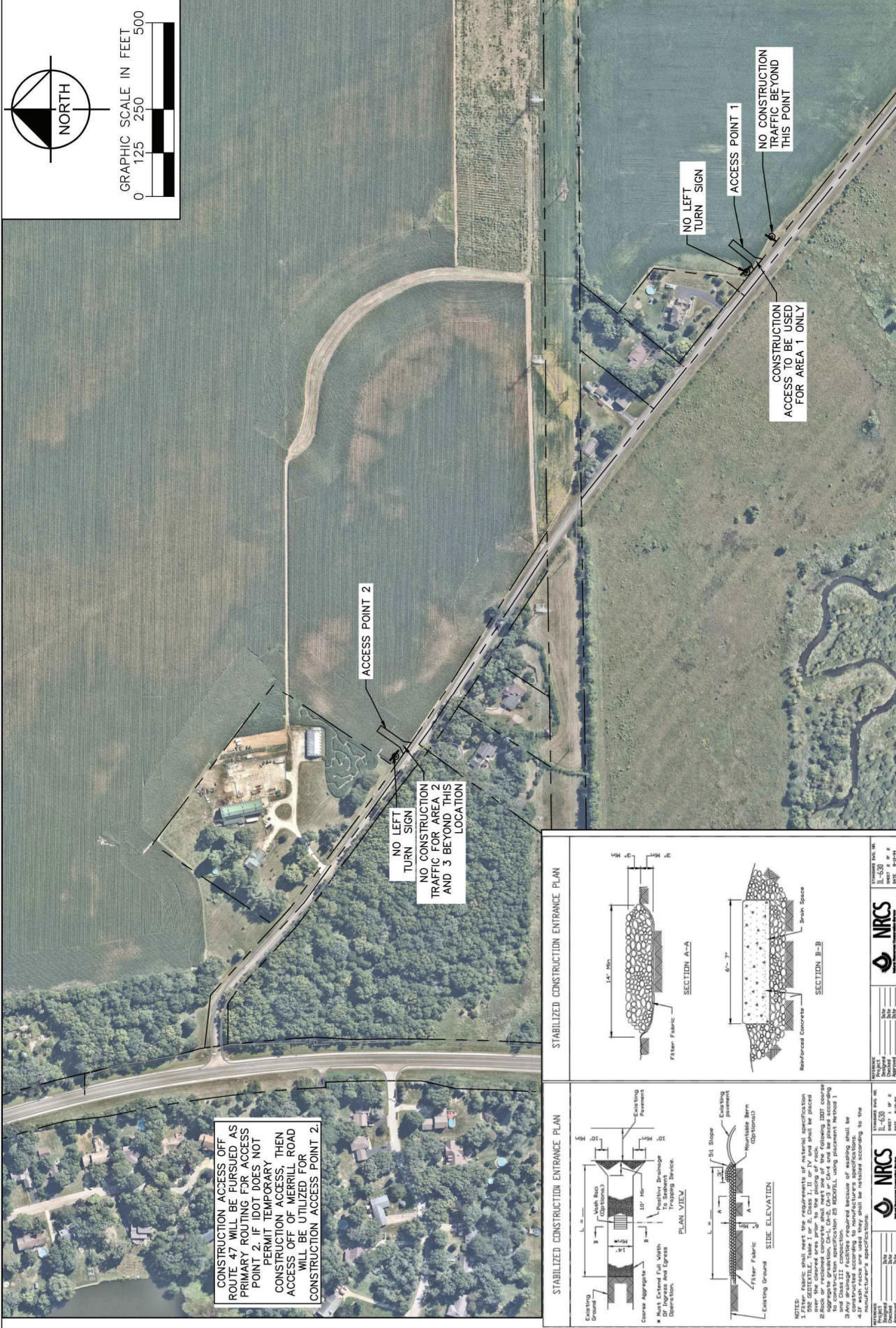
EXHIBIT J

PROPOSED TRAILS AND ENHANCEMENTS

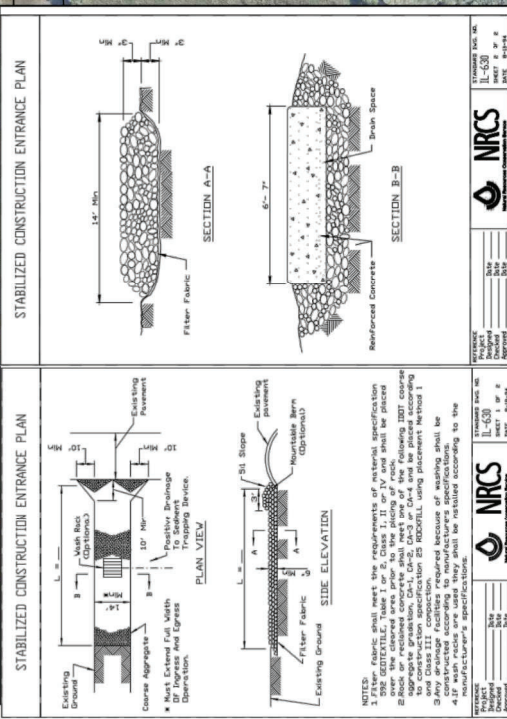


EXHIBIT N

CONSTRUCTION ENTRANCE LOCATIONS



CONSTRUCTION ACCESS OFF ROUTE 47 WILL BE PURSUED AS PRIMARY ROUTING FOR ACCESS POINT 2. IF IDOT DOES NOT PERMIT TEMPORARY CONSTRUCTION ACCESS, THEN ACCESS OFF OF MERRILL ROAD WILL BE UTILIZED FOR CONSTRUCTION ACCESS POINT 2.



| | | |
|-------------|------|------|
| PROJECT | NAME | DATE |
| DRAWN BY | NAME | DATE |
| CHECKED BY | NAME | DATE |
| APPROVED BY | NAME | DATE |

STANDARD NO. 11-630

NRCS

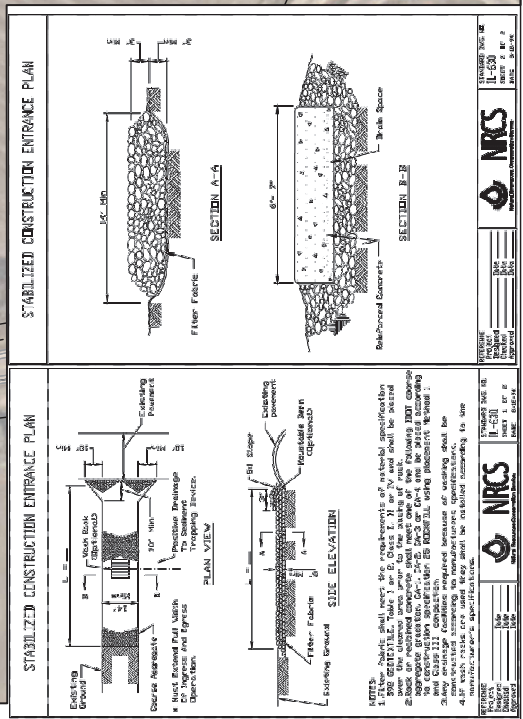
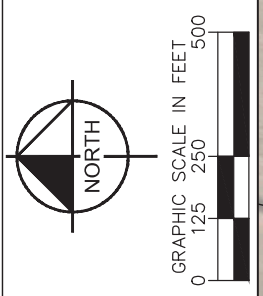


EXHIBIT P
IMPACT FEES AND OTHER FEES

Sugar Grove, LLC. - Annexation Agreement
Exhibit P-1 - Single Family Residential
Building Permit Impact Fee Schedule

| | Years 1-6 | Years 7-12 | Years 13+ |
|-----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Building Permit | Single Family Residential | Single Family Residential | Single Family Residential |
| Building Permit | \$ 1,400.00 | \$ 1,600.00 | \$ 1,800.00 |
| Certificate of Occupancy | \$ 100.00 | \$ 100.00 | \$ 100.00 |
| Engineering Review | \$ 490.00 | \$ 515.00 | \$ 541.00 |
| Water Meter (1" Meter) | \$ 518.00 | \$ 544.00 | \$ 571.00 |
| Total Building Permit | \$ 2,508.00 | \$ 2,759.00 | \$ 3,012.00 |
| Impact | | | |
| Village Capital Improvement | \$ 2,192.00 | \$ 2,188.00 | \$ 2,184.00 |
| Village Water/Sewer Capital Fee | \$ 3,500.00 | \$ 3,500.00 | \$ 3,500.00 |
| | \$ 5,692.00 | \$ 5,688.00 | \$ 5,684.00 |
| School District Land Cash | \$ 1,125.00 | \$ 1,125.00 | \$ 1,125.00 |
| School District Impact | \$ 625.00 | \$ 625.00 | \$ 625.00 |
| | \$ 1,750.00 | \$ 1,750.00 | \$ 1,750.00 |
| Park District Land Cash | \$ - | \$ - | \$ - |
| Park District Impact | \$ 1,200.00 | \$ 1,200.00 | \$ 1,200.00 |
| | \$ 1,200.00 | \$ 1,200.00 | \$ 1,200.00 |
| Fire District Impact | \$ 1,250.00 | \$ 1,250.00 | \$ 1,250.00 |
| | \$ 1,250.00 | \$ 1,250.00 | \$ 1,250.00 |
| Library District Impact | \$ 100.00 | \$ 100.00 | \$ 100.00 |
| | \$ 100.00 | \$ 100.00 | \$ 100.00 |
| Total Impact | \$ 9,992.00 | \$ 9,988.00 | \$ 9,984.00 |
| Total Collected by Village | \$ 12,500.00 | \$ 12,747.00 | \$ 12,996.00 |

Sugar Grove, LLC. - Annexation Agreement
Exhibit P-2 - Multi-Family Residential
Building Permit Impact Fee Schedule

| | | Years 1-6 | | Years 7-12 | | Years 13+ | |
|-----------------------------------|-----|---------------------------------|-----|---------------------------------|-----|---------------------------------|--|
| Building Permit | | Multi-Family Residential | | Multi-Family Residential | | Multi-Family Residential | |
| Building Permit | (1) | \$ 1,685.00 | (1) | \$ 1,770.00 | (1) | \$ 1,855.00 | |
| Certificate of Occupancy | | \$ 100.00 | | \$ 100.00 | | \$ 100.00 | |
| Engineering Review | (2) | \$ 490.00 | (2) | \$ 515.00 | (2) | \$ 541.00 | |
| Water Meter | (3) | \$ 518.00 | (3) | \$ 544.00 | (3) | \$ 571.00 | |
| Total Building Permit | | \$ 2,793.00 | | \$ 2,929.00 | | \$ 3,067.00 | |
| Impact | | | | | | | |
| Village Capital Improvement Fee | (4) | \$ 2,250.00 | (4) | \$ 2,250.00 | (4) | \$ 2,250.00 | |
| Village Water/Sewer Capital Fee | (5) | \$ 3,500.00 | (5) | \$ 3,500.00 | (5) | \$ 3,500.00 | |
| | | \$ 5,750.00 | | \$ 5,750.00 | | \$ 5,750.00 | |
| School District Land Cash | (6) | \$ 1,125.00 | (6) | \$ 1,125.00 | (6) | \$ 1,125.00 | |
| School District Impact | (6) | \$ 625.00 | (6) | \$ 625.00 | (6) | \$ 625.00 | |
| | | \$ 1,750.00 | | \$ 1,750.00 | | \$ 1,750.00 | |
| Park District Land Cash | | \$ - | | \$ - | | \$ - | |
| Park District Impact | (6) | \$ 1,200.00 | (6) | \$ 1,200.00 | (6) | \$ 1,200.00 | |
| | | \$ 1,200.00 | | \$ 1,200.00 | | \$ 1,200.00 | |
| Fire District Impact | (6) | \$ 1,250.00 | (6) | \$ 1,250.00 | (6) | \$ 1,250.00 | |
| | | \$ 1,250.00 | | \$ 1,250.00 | | \$ 1,250.00 | |
| Library District Impact | | \$ 100.00 | | \$ 100.00 | | \$ 100.00 | |
| | | \$ 100.00 | | \$ 100.00 | | \$ 100.00 | |
| Total Impact | | \$ 10,050.00 | | \$ 10,050.00 | | \$ 10,050.00 | |
| Total Collected by Village | | \$ 12,843.00 | | \$ 12,979.00 | | \$ 13,117.00 | |

Footnotes:

- (1) Building Permit based on total square foot, fee shown is minimum permit fee. Table in Exhibit P-4.
- (2) Engineering Review Base Fee + \$180 each additional unit, fee shown is Base Fee.
- (3) Water Meter based on size of meter required. Table in Exhibit P-4.
- (4) Village Capital Improvement Fee of \$2,250 per unit, fee shown is minimum fee.
- (5) Village Water/Sewer Capital Fee of \$3,500 per unit, fee shown is minimum fee.
- (6) Impact Fees are per unit, fee shown is minimum fee.
- (7) Total Building Permit Base & Minimum Fees increase 5% for each phase of years.

Sugar Grove, LLC. - Annexation Agreement
Exhibit P-3 -Commercial/Industrial
Building Permit Impact Fee Schedule

| | | Years 1-6 | Years 7-12 | Years 13+ |
|-----------------------------------|-----|-----------------------------------|-----------------------------------|-----------------------------------|
| Building Permit | | Commercial/ Industrial | Commercial/ Industrial | Commercial/ Industrial |
| Building Permit | (1) | \$ 1,380.00 | (1) \$ 1,449.00 | (1) \$ 1,521.45 |
| Certificate of Occupancy | | \$ 100.00 | \$ 100.00 | \$ 100.00 |
| Engineering Review | (2) | \$ 4,135.00 | (2) \$ 4,341.75 | (2) \$ 4,558.84 |
| Water Meter | (3) | \$ 518.00 | (3) \$ 544.00 | (3) \$ 571.00 |
| Total Building Permit | | \$ 6,133.00 | \$ 6,434.75 | \$ 6,751.29 |
| Impact | | | | |
| Village Capital Improvement Fee | (4) | \$ 4,500.00 | (4) \$ 4,500.00 | (4) \$ 4,500.00 |
| Village Water/Sewer Capital Fee | (5) | \$ 2,000.00 | (5) \$ 2,000.00 | (5) \$ 2,000.00 |
| | | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 |
| School District Land Cash | | \$ - | \$ - | \$ - |
| School District Impact | | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - |
| Park District Land Cash | | \$ - | \$ - | \$ - |
| Park District Impact | | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - |
| Fire District Impact | (6) | \$ 1,853.00 | (6) \$ 1,853.00 | (6) \$ 1,853.00 |
| | | \$ 1,853.00 | \$ 1,853.00 | \$ 1,853.00 |
| Library District Impact | | \$ - | \$ - | \$ - |
| | | \$ - | \$ - | \$ - |
| Total Impact | | \$ 8,353.00 | \$ 8,353.00 | \$ 8,353.00 |
| Total Collected by Village | | \$ 14,486.00 | \$ 14,787.75 | \$ 15,104.29 |

Footnotes:

- (1) Building Permit based on total square foot, fee shown is minimum permit fee. Table in Exhibit P-4.
(2) Engineering Review based on Size of Development. Table in Exhibit P-4
(3) Water Meter based on size of meter required. Table in Exhibit P-4.
(4) Village Capital Improvement Fee of \$175 per 1,000 sq. ft., fee shown is minimum fee.
(5) Village Water/Sewer Capital Fee based on Connection size in inch and per connection, fee shown is minimum fee. Table in Exhibit P-4
(6) Fire District Impact Fee based on \$0.15 per square foot, fee shown is minimum fee.
(7) Total Building Permit Base & Minimum Fees increase 5% for each phase of years.

Sugar Grove, LLC. - Annexation Agreement

Exhibit P-4

Permit Fee Schedule

Years 1-6

| Residential & Non-Residential Water Meters | |
|--|------------|
| 3/4 Inch Meter | \$442.00 |
| 1 Inch Meter | \$518.00 |
| 1 1/2 Inch Meter | \$1,502.00 |
| 2-Inch Meter | \$1,705.00 |
| 3-Inch Meter | \$2,118.00 |
| 4-Inch Meter | \$3,548.00 |
| 6-Inch Meter | \$6,003.00 |

| Multi-Family Residential & Non-Residential Building Permit Costs | |
|--|-------------|
| \$0.31 per square foot | |
| Non-Residential Engineering Review | |
| Non-Residential less than 1 Acre | \$1,735.00 |
| Non-Residential 1 to less than 5 Acres | \$4,135.00 |
| Non-Residential 5 to less than 10 Acres | \$7,760.00 |
| Non-Residential 10 Acres or More | \$11,230.00 |

| Non-Residential Water/Sewer Capital Fee | |
|---|-------------|
| 3/4 Inch Meter | \$2,000.00 |
| 1 1/2 Inch Meter | \$2,250.00 |
| 2-Inch Meter | \$5,250.00 |
| 3-Inch Meter | \$11,250.00 |
| 4-Inch Meter | \$19,500.00 |
| 6-Inch Meter | \$27,750.00 |

Years 7-12

| Residential & Non-Residential Water Meters | |
|--|------------|
| 3/4 Inch Meter | \$464.00 |
| 1 Inch Meter | \$544.00 |
| 1 1/2 Inch Meter | \$1,577.00 |
| 2-Inch Meter | \$1,790.00 |
| 3-Inch Meter | \$2,224.00 |
| 4-Inch Meter | \$3,725.00 |
| 6-Inch Meter | \$6,303.00 |

| Multi-Family Residential & Non-Residential Building Permit Costs | |
|--|-------------|
| \$0.33 per square foot | |
| Non-Residential Engineering Review | |
| Non-Residential less than 1 Acre | \$1,821.75 |
| Non-Residential 1 to less than 5 Acres | \$4,341.75 |
| Non-Residential 5 to less than 10 Acres | \$8,148.00 |
| Non-Residential 10 Acres or More | \$11,791.50 |

| Non-Residential Water/Sewer Capital Fee | |
|---|-------------|
| 3/4 Inch Meter | \$2,100.00 |
| 1 1/2 Inch Meter | \$2,362.50 |
| 2-Inch Meter | \$5,512.50 |
| 3-Inch Meter | \$11,812.50 |
| 4-Inch Meter | \$20,475.00 |
| 6-Inch Meter | \$29,137.50 |

Years 13+

| Residential & Non-Residential Water Meters | |
|--|------------|
| 3/4 Inch Meter | \$487.00 |
| 1 Inch Meter | \$571.00 |
| 1 1/2 Inch Meter | \$1,656.00 |
| 2-Inch Meter | \$1,880.00 |
| 3-Inch Meter | \$2,335.00 |
| 4-Inch Meter | \$3,911.00 |
| 6-Inch Meter | \$6,618.00 |

| Multi-Family Residential & Non-Residential Building Permit Costs | |
|--|-------------|
| \$0.35 per square foot | |
| Non-Residential Engineering Review | |
| Non-Residential less than 1 Acre | \$1,912.84 |
| Non-Residential 1 to less than 5 Acres | \$4,558.84 |
| Non-Residential 5 to less than 10 Acres | \$8,555.40 |
| Non-Residential 10 Acres or More | \$12,381.08 |

| Non-Residential Water/Sewer Capital Fee | |
|---|-------------|
| 3/4 Inch Meter | \$2,205.00 |
| 1 1/2 Inch Meter | \$2,480.63 |
| 2-Inch Meter | \$5,788.13 |
| 3-Inch Meter | \$12,403.13 |
| 4-Inch Meter | \$21,498.75 |
| 6-Inch Meter | \$30,594.38 |

EXHIBIT Q
LOCATION OF EASEMENTS FOR
WATER LINE CONNECTIONS AND DENNY ROAD EXTENSION

4857-5985-9057, v. 23

