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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** DANIELLE MARION, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** PUBLIC HEARING: EARLY TERMINATION ANNEXATION AGREEMENT - BRIGHTON RIDGE (LENNAR)  
**AGENDA:** APRIL 15, 2025 VILLAGE BOARD MEETING  
**DATE:** APRIL 7, 2025

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**ISSUE**

Shall the Village Board hold a public hearing to consider an early termination of an Annexation Agreement for property located at Galena Blvd and IL Route 56 for the Brighton Ridge Development.

**DISCUSSION**

The property located at Galena Boulevard and Illinois Route 56 currently has an annexation agreement on the property (previously known as Timbercrest) that was approved in 2006. This annexation agreement is set to expire on April 17, 2026. The property is currently vacant land, previously there was a mixed used development approved for this property that was never completed.

The Village has since received an application from Lennar for a residential development on this property that would include single-family detached homes and townhomes. In order for this proposal to be approved, the existing annexation will need to be terminated as there are a number of requirements in the existing annexation agreement that are specific to the previously approved mixed use development that would not apply to the new proposal from Lennar. The annexation agreement would then be replaced with a development agreement specific to this new proposal.

**ATTACHMENTS**

- Timbercrest Annexation Agreement

**COSTS**

All costs associated with the early termination of the annexation agreement are borne by the Applicant.

**RECOMMENDATION**

That President Konen open the public hearing to accept the public comments on the termination of the Annexation Agreement and that the public hearing be subsequently closed.

**COPY**

State of Illinois     )  
                              ) SS  
County of Kane     )

Prepared by:  
Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554

Return to:  
Cynthia L. Welsch  
Village Clerk  
Sugar Grove, IL 60554

20060221A  
LORDI WELSH  
RECORDED KANE COUNTY, IL  
RECORDED 02/21/2006 11:10AM  
REC FEE: 201.00 KNOS FEE:  
PRCST: 1.00

Reserved for Recorder's Use

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

**Ordinance No. 20060221A**

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**An Ordinance Authorizing Execution of Annexation Agreement  
For the Village of Sugar Grove, Kane County, Illinois  
(TIMBERCREST)**

---

Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
the 21st day of February, 2006



State of Illinois     )  
                              ) SS  
County of Kane     )

Prepared by:  
Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554

Return to:  
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Village Clerk  
Sugar Grove, IL 60554

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

**Ordinance No. 20060221A**

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**An Ordinance Authorizing Execution of Annexation Agreement  
For the Village of Sugar Grove, Kane County, Illinois  
(TIMBERCREST)**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
the 21st day of February, 2006

120



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

**ORDINANCE NO 20060221A**

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**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR THE  
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(TIMBER CREST)**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 21st day of February 2006.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 21st day of February 2006.

121

**VILLAGE OF SUGAR GROVE**

**ORDINANCE NO 20020221A**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT FOR THE  
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS  
(TIMBER CREST)**

**BE IT ORDAINED** by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**WHEREAS**, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-8 *et seq.*; and,

**WHEREAS**, the territory being annexed consists of approximately 140.57 acres and legally described in **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the "Property") which is contiguous to the corporate limited of the Village of Sugar Grove (hereinafter referred to as the "Village") and is not presently contained within the corporate limits of any municipality and the statutory number of electors residing thereon join in the annexation petition; and,

**WHEREAS**, there has been filed with the Clerk of the Village a Petition for Annexation (hereinafter referred to as the "Petition") pursuant to 65 ILCS 5/7-1-8 *et seq.*, signed by all of the then owners of record of the property, and by not less than 51% of the electors then residing on the property; and,

**WHEREAS**, the owner desires that the property be annexed to the Village, zoned pursuant to the terms and conditions set forth in the Annexation Agreement attached hereto as **Exhibit B**, and a final plat as may be separately approved by the corporate authorities; and,

**WHEREAS**, the corporate authorities of the Village has held a public hearing on the proposed agreement, similar in form and substance to the Agreement attached hereto, pursuant to notice by publication in a newspaper of general circulation in the Village being not less than 15 days nor more than 30 days prior to said public hearing; and,

**WHEREAS**, the corporate authorities have approved this Agreement; and,

**WHEREAS**, the parties hereto acknowledge that all other matters, in addition to those specifically referred to above, which are included in this Annexation Agreement, have been considered, that the development of the Property, for the uses as permitted under the Zoning

122

Ordinance of the Village and in accordance with the terms and conditions of the above referenced annexation agreement, will be compatible with and will further the planning objectives of the Village, will be of substantial benefit to the Village, will extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, will inure to the benefit and improvement of the Village and its residents, and will otherwise enhance and promote the general welfare of the Village and its residents:

**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: ANNEXATION AGREEMENT**

That the Annexation Agreement entered into by and between the Village of Sugar Grove and First National Bank, Successor to Great Banc Trust Company, Successor to Aurora National Bank, as Trustee under Trust Agreement dated August 9, 1973, and known as Trust No. 1207, and First National Bank, Successor to Great Banc Trust Company, Successor to Aurora National Bank, as Trustee under Trust Agreement dated July 20, 1973, and known as Trust No. 1206, ("OWNER" or "OWNERS"); setting forth terms and conditions relating to the annexation of the territory described in **Exhibit A** is hereby incorporated by reference in this ordinance as if fully set forth in the body hereof, a copy of which is attached hereto as **Exhibit B**. Said **Exhibit B** is hereby approved and the Village President and Clerk are hereby authorized to execute said agreement on behalf of the Village of Sugar Grove.

#### **SECTION TWO: RECORDING AND NOTICE**

The Village Clerk is hereby authorized to record this ordinance along with all exhibits and a map of the territory being annexed in the Office of the Recorder of Kane County.

#### **SECTION THREE: GENERAL PROVISIONS**

REPEALER: All ordinances or portions thereof in conflict with this annexation 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 provision had not been a part of this ordinance.

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

123

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 21st day of February 2006.

P. Sean Michels

P. Sean Michels  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST: Cynthia L. Welsch

Cynthia L. Welsch  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Mary Heineman	X	—	—	—
Trustee Thomas Renk	X	—	—	—
Trustee Marie Johnson	X	—	—	—
Trustee Robert E. Bohler	X	—	—	—
Trustee Joseph Wolf	X	—	—	—
Trustee Kevin M. Geary	—	—	X	—
President P. Sean Michels	X	—	—	—





EXHIBIT A

THAT PART OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, 1857.20 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST, ALONG SAID EAST LINE, 787.40 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 440.86 FEET, TO THE NORTH LINE OF F.A.I. ROUTE 141, ACCORDING TO PROCEEDINGS HELD IN THE CIRCUIT COURT FOR THE 16<sup>TH</sup> JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AS CASE 67-CI-6079; THENCE 389.14 FEET, ALONG AN ARC, CONCAVE TO THE NORTH, HAVING A RADIUS OF 532.65 FEET, WITH A CHORD BEARING SOUTH 73 DEGREES 57 MINUTES 20 SECONDS WEST, 380.54 FEET; THENCE NORTH 85 DEGREES 06 MINUTES 55 SECONDS WEST, 240.00 FEET; THENCE 412.70 FEET, ALONG AN ARC, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 449.00 FEET, WITH A CHORD BEARING SOUTH 68 DEGREES 33 MINUTES 10 SECONDS WEST, 398.32 FEET; THENCE 195.25 FEET, ALONG AN ARC, CONCAVE TO THE EAST, HAVING A RADIUS OF 359.00 FEET, WITH A CHORD BEARING SOUTH 26 DEGREES 38 MINUTES 25 SECONDS WEST, 192.85 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 158.10 FEET; THENCE SOUTH 60 DEGREES 45 MINUTES 32 SECONDS WEST, 69.05 FEET, TO THE NORTH LINE OF U.S. ROUTE 30, ACCORDING TO SAID CASE 67-CI-6079; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST, 746.13 FEET; THENCE NORTH 11 DEGREES 03 MINUTES 34 SECONDS EAST, 25.00 FEET; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST 848.75 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 10 SECONDS WEST, 506.03 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 30.00 FEET, TO THE CENTER LINE OF SAID U.S. ROUTE 30; THENCE 23.06 FEET, ALONG AN ARC,

125

CONCAVE TO THE SOUTH, HAVING A RADIUS OF 22175.75 FEET,  
WITH A CHORD BEARING NORTH 79 DEGREES 32 MINUTES 37  
SECONDS WEST, 23.06 FEET, TO A LINE DRAWN PARALLEL WITH  
AND 577.50 FEET WEST OF, AS MEASURED ALONG THE SOUTH  
LINE OF SAID SECTION 15, THE NORTH AND SOUTH CENTER  
LINE OF SAID SECTION 15; THENCE NORTH 00 DEGREES 21  
MINUTES 15 SECONDS WEST, ALONG SAID PARALLEL LINE  
2219.87 FEET; THENCE SOUTH 77 DEGREES 18 MINUTES 05  
SECONDS EAST, 3335.52 FEET, TO THE POINT OF BEGINNING, IN  
KANE COUNTY, ILLINOIS.





2006K033445

2/9/2006

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

*Prepared by:*  
Steven A. Andersson  
Mickey, Wilson, Weiler, Renzi &  
Andersson, P.C.  
2111 Plum Street, Suite 201  
Aurora, IL 60506

*Return to after recording:*  
Village Clerk  
Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554

2006K033445

SANDY WEGMAN  
RECORDER - KANE COUNTY, IL

RECORDED: 03/29/2006 11:15AM  
REC FEE: 281.00 RHSPS FEE:  
PAGES: 126

MAP ATTACHED

*Reserved for Recorder's Use*

**ANNEXATION AGREEMENT**  
**(TIMBER CREST SUBDIVISION—161 UNITS)**

24<sup>th</sup> This Annexation Agreement (the "Agreement"), is made and entered into this day of Feb, 2006, by and between the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation (the "VILLAGE"); First National Bank, Successor to Great Banc Trust Company, Successor to Aurora National Bank, as Trustee under Trust Agreement dated August 9, 1973, and known as Trust No. 1207, and First National Bank, Successor to Great Banc Trust Company, Successor to Aurora National Bank, as Trustee under Trust Agreement dated July 20, 1973, and known as Trust No. 1206, ("OWNER" or "OWNERS"); and PULTE HOME CORPORATION, an Michigan corporation, (the "DEVELOPER"); individually referred to as "Party" and collectively referred to as "Parties."

**WITNESSETH**

**WHEREAS**, OWNERS own fee simple interest to the Property which is legally described in Exhibit "A," attached hereto, consisting of approximately 140.57 acres, more or less (the "Property"); and,

**WHEREAS**, the Property is situated in the unincorporated Sugar Grove Township, Kane County and is contiguous to the incorporated territory of the VILLAGE; and,

**EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.**

15/38/7

NE, NW, SE, SW

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281

1



**WHEREAS**, the DEVELOPER has a contract with OWNER for a portion of the Property and OWNER seeks to develop the remainder of the Property; and,

**WHEREAS**, it is the desire of OWNER and DEVELOPER to annex to and develop the Property as a residential and commercial subdivision named "Timber Crest" in the VILLAGE in accordance with the terms of this Agreement, all attachments hereto, all plans approved by the VILLAGE and the ordinances of the VILLAGE; and,

**WHEREAS**, it is the desire of the VILLAGE to annex the Property and facilitate its development pursuant to the terms and conditions of this Agreement, all attachments hereto, all plans approved by the VILLAGE and the ordinances of the VILLAGE; and,

**WHEREAS**, OWNER, DEVELOPER and VILLAGE have or will perform and execute all acts required by law to effectuate such annexation; and,

**WHEREAS**, DEVELOPER and OWNER will perform all acts, duties and responsibilities required by this Agreement, all attachments hereto, all plans approved by the VILLAGE and the ordinances of the VILLAGE to develop the Property; and,

**WHEREAS**, the Parties wish to zone the Property under the terms of this Agreement; and,

**WHEREAS**, all notices required by law relating to this annexation and to this Agreement have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, the Corporate Authorities of the VILLAGE have duly affixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, the Corporate Authorities and the Plan Commission of the VILLAGE have duly held all public hearings relating to zoning and Preliminary Plan approval and variations pursuant to public notices thereof, all as required by the provisions of the VILLAGE'S ordinances and the Illinois Compiled Statutes; and,

**WHEREAS**, the VILLAGE and OWNERS agree that the Property shall be developed in general accordance with the Preliminary Plat attached hereto and incorporated herein by reference as Exhibit "C"; and,

**WHEREAS**, in reliance upon the development of the Property in the manner proposed, OWNERS, DEVELOPER and the VILLAGE have executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the VILLAGE; and,

**EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.**

**WHEREAS**, it is the desire of the VILLAGE and DEVELOPER that the development of the Property proceed, in accordance with the ordinances, codes and regulations of the VILLAGE as amended; and,

**WHEREAS**, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the Parties hereto wish to enter into a binding Agreement with respect to the Property and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

**WHEREAS**, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the VILLAGE have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15.1-3 and the ordinances of the VILLAGE relating to the procedure for the authorization, approval and execution of this Agreement by the VILLAGE.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the Parties agree as follows:

**1. ANNEXATION.**

A. OWNERS and DEVELOPER have filed with the Clerk of the VILLAGE a duly executed verified petition pursuant to, and in accordance with, the provisions of 65 ILCS 5/7-1-1 *et seq.* to annex the Property and any adjacent highways to the VILLAGE upon the approval of this Agreement. Upon execution of this Agreement the Village shall thereafter take all steps necessary to annex and zone the Property pursuant to the terms of this Agreement. It is expressly understood that this Agreement, in its entirety, together with the Petition for Annexation for the Property, shall be null, void and of no force and effect unless the Property is zoned and classified as provided in this Agreement by the adoption of ordinances by the VILLAGE contemporaneously with the annexation of the Property.

1. A certified land survey that is not more than six (6) months old must be submitted by the DEVELOPER to the VILLAGE prior to recording of the annexation agreement.

B. Subsequent Annexation. DEVELOPER and OWNER shall provide plats of annexation for the existing Village of Sugar Grove pumping station and the Virgil Gilman Trail east of the Property and west of Illinois Route 56 within thirty days of the execution of this Agreement.

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.



2. **ZONING AND PLANNING.**

A. Contemporaneously with the annexation of the Property, the VILLAGE shall adopt an ordinance amending the provisions of the Sugar Grove Zoning Map so as to provide that the Property shall be classified as P.U.D. – Planned Unit Development and shall be zoned as R-2 Single-Family Detached Residential P.U.D. and B-3 Regional Business District P.U.D. under the Sugar Grove Zoning Code, subject to the provisions of the remainder of this Agreement. DEVELOPER and OWNER will perform all acts, duties and responsibilities required by this Agreement, the Plan Description attached hereto as Exhibit "J," all attachments hereto, all plans approved by the VILLAGE and the ordinances of the VILLAGE to develop the Property.

1. A Minor Planned Development shall be applied for by the OWNER prior to any development of the commercial areas.

2. The allowed uses for the B-3 Regional Business District P.U.D., both permitted and special, shall be exclusively those listed in Exhibit Z. No other uses shall be permitted.

B. The development shall substantially conform to the Preliminary Plat titled, "Preliminary Plat of Subdivision", by Manhard Consulting, Ltd., Sheets 1-3, dated 7/15/2004, last revised 7/21/2005; the Preliminary Engineering Plan titled, "Proposed Improvements for Timber Crest Subdivision", by Manhard Consulting, Ltd., Sheets 1-7, dated 10/27/2004, last revised 7/25/2005; the Bike Path Plan titled, "Path Plan and Park Connections", by Gary R. Weber Associates, Inc., one sheet, dated 9/16/2004, last revised 7/28/2005; the Tree Preservation Plan titled, "Tree Preservation Plan", by Gary R. Weber Associates, Inc., one sheet, dated 9/16/2004, last revised 7/28/2005; the Tree Replacement Plan titled, "Tree Replacement Plan", by Gary R. Weber Associates, Inc., one sheet, dated 9/16/2004, last revised 7/28/2005; and the Preliminary Landscape Plan, titled "Preliminary Landscape Plan", by Gary R. Weber Associates, Inc., sheets 1-2, dated 9/16/2004, last revised 7/28/2005, except as such plans may be revised to conform to the comments of the Village landscaping consultant, Village engineer comments contained in Exhibit "Y," Village codes and ordinances, the conditions contained herein, in other ordinances or agreements pertaining to the Property, or amendments thereto. Any final Plats or plans shall be in substantial conformance to the preliminary plans herein, including, but not limited to, topographical elevations for the property. The Property shall have a maximum dwelling unit count of 161 units. The list of variances for the property shall be as provided for in the attached Exhibit "BB".

C. Intentionally Reserved.

D. Contemporaneously with the annexation of the Property, the VILLAGE shall, if necessary, amend its Comprehensive Plan to provide for the uses on the Property that are reflected in the Preliminary Plat attached hereto and made a part hereof. The

EXONERATION CLAUSE IS  
HERE TO AND MADE A PART

VILLAGE shall also, if necessary, amend its Transportation Plan to conform to the regional road layout identified on the aforementioned Preliminary Plat.

E. The VILLAGE and DEVELOPER agree that, except as specifically modified in this Agreement and the attached drawings and exhibits, the Property shall be developed in compliance with all ordinances, codes and regulations of the VILLAGE in effect at the time of development, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential dwelling units or commercial acreage herein approved for the Property, nor alter or eliminate any of the ordinance variations provided for herein, nor result in any subdivided lot or structure constructed within the Property being classified as non-conforming under any ordinance of the VILLAGE, nor render any portion of DEVELOPER'S approved plan unbuildable. If any code requirement is lessened or reduced or made less restrictive after execution of this agreement, the DEVELOPER may utilize said amended code section. The foregoing to the contrary notwithstanding, in the event the VILLAGE is required to modify, amend or enact any ordinance or regulation and to apply the same to the Property pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Property and be complied with by DEVELOPER, provided, however, that any so-called grandfather provision contained in such superior governmental mandate, would serve to exempt or delay implementation against the Property, shall be given full force and effect. The Parties acknowledge that it is the ultimate responsibility of the OWNER and DEVELOPER to comply with any and all requirements of this Agreement and applicable VILLAGE Codes. Thus, in the event, during construction or any time after execution of this Agreement, the VILLAGE or its consultants issue a permit or give an approval not consistent with the terms of this Agreement or any applicable VILLAGE Codes, such erroneous permit or approval may be of no force and effect and thus may be revoked. The OWNER and DEVELOPER agree that they may not rely on any such issued permit or approval for purposes of vested rights or estoppels to compel an improvement not consistent with the terms of this Agreement or applicable VILLAGE Codes. OWNER and DEVELOPER hereby waive any claims of damages, of any type or character, against the VILLAGE, its employees or its consultants based on such erroneously issued permits or approvals.

F. Additional Conditions. The following additional conditions must also be met prior to submission of the final plat.

1. A plat of vacation for the utility and/or access easements that interfere with the development must be submitted.
2. The plans must be revised to show a seven and a half (7.5) foot wide sideyard utility easement, rather than a seven (7) foot easement.
3. Trees shown on Exhibit "H" shall be preserved to the extent possible based on engineering requirements, and shall only be removed upon approval from the VILLAGE. Any trees that do require removal

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.



shall be subject to VILLAGE ordinances regarding mitigation and replacement.

4. Restrictions limiting the use of the open space/detention areas to open space and/or detention shall be lettered directly on the plat, prior to recording the final plat with exceptions noted for road and/or utility extensions by the VILLAGE.

5. There shall be a twenty (20) foot outlot along the west side of lots 8-16 to accommodate access to the existing utilities in this area.

**3. FEES, DONATIONS AND CONTRIBUTIONS.**

Development Related Fees.

A. The DEVELOPER shall pay all fees set forth in the schedule on Exhibit I and I-1 at the times set forth on Exhibit I and I-1 and shall receive those credits set forth on Exhibit I-2 at the times set forth on Exhibit I-2 (said fees set forth herein shall be the "Base Fees"). Each of said fees may be increased by the VILLAGE at its sole and absolute discretion, but no more often than once per calendar year, provided said fees, exclusive of credits on Exhibit I-2, are applied uniformly to all developments paying said fees throughout the Village, (unless, as to another property or properties, said fee or fees cannot be increased due to an annexation agreement prohibiting raising the fee, or raising said fee is otherwise prohibited, in which case the failure to raise the fee or fees for such other property or properties shall not preclude raising said fee herein). The VILLAGE shall give the DEVELOPER written notice, 60 days prior to any such increase being effective as to any payment due. DEVELOPER shall not make any payments of Base Fees due under this Agreement or the Ordinances of the VILLAGE under protest.

B. DEVELOPER shall receive credit as set forth in Exhibit I-2, if any.

C. Intentionally Reserved.

D. Municipal Consultants' Fees. DEVELOPER and VILLAGE agree that for the costs of review by experts and other consultants necessary for the review of the development of the Property, DEVELOPER shall reimburse the VILLAGE as required in the VILLAGE Ordinances.

**4. PARK DISTRICT DETERMINATION, LAND/CASH DONATIONS, ANNEXATION LAND CONTRIBUTIONS.**

A. The VILLAGE and DEVELOPER have determined the Property is currently located within the Sugar Grove Park District ("Park District") and will remain so.

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

B. DEVELOPER agrees to comply with the VILLAGE'S Land/Cash Ordinance in the Sugar Grove Subdivision Regulations for park and school contributions and provide certain other contributions of land. All lands donated shall be donated at such times as determined by the VILLAGE and be rough graded and fine graded and seeded in accordance with VILLAGE Ordinances and to the satisfaction of the VILLAGE. In so complying the DEVELOPER shall:

1. In addition to the donation of land, DEVELOPER shall also make all improvements and add amenities to park sites undertaken at the request of and approved by the VILLAGE or the Park District, as the case may be, and upon completion of improvements and amenities to the park sites, the VILLAGE agrees to either accept ownership and maintenance thereof or allow DEVELOPER to convey them to the Park District, as the case may be. If agreed to by the Park District in writing, the DEVELOPER shall receive credit for the verified costs of said amenities up to the amount of the remaining Park Land Cash requirements. The Park District shall be provided copies of all relevant documents for parks and parcels to be dedicated to the Park District and any improvements to be constructed thereon, and shall provide comments on the same and the acceptability of the same. The amenities shall comply with the specifications delineated on Exhibit "N". Said improvements shall be installed by the DEVELOPER no later than one (1) year from the date of first final plat recording of any plat for any part of the development. All land donations and park improvements made on property to be donated or dedicated to the Sugar Grove Park District shall be reviewed and approved by the Sugar Grove Park District.

2. The DEVELOPER'S total cash donation for school contribution shall be paid in cash on a pro rata basis at the time of building permit.

3. The remainder of DEVELOPER'S total cash donation for park contributions shall be paid in cash on a pro rata basis at the time of building permit.

4. Outlot Dedication. DEVELOPER shall also amend the Plat for the Property to include the dedication of an outlot to the Fox Valley Park District and/or the Kane County Forest Preserve for that portion of the Virgil Gilman Trail that is located on this property. This shall be added to the final plat. Said outlot shall only be dedicated if the trail property located to the east of the Property and west of IL Route 56 is annexed into the Village.

5. Northern Wooded Area. The DEVELOPER may, with the permission of the VILLAGE, dedicate the northern wooded portion of the Development to the Kane County Forest Preserve District. Irrespective of whether such area is dedicated to the Forest Preserve District, such property shall be restricted by the imposition of an easement in a form acceptable to the VILLAGE and Village Attorneys. The DEVELOPER and the VILLAGE have

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.



conducted an onsite review of the area and have agreed to the removal of certain trees, bushes and debris on the property. The DEVELOPER shall remove said trees, bushes and debris as noted in Exhibit "T" prior to the issuance of the first building permit for the Property.

6. Hackberry Park. The private park located at the intersection of Hackberry and Timber Crest Drive shall be operated by the homeowners association established by DEVELOPER and shall not be subject to the provisions of Section 4(B)(7) of this Agreement. Said park shall be subject to a blanket access and utility easement imposed on the park at final plat.

7. All land donated or dedicated in this Agreement shall be donated to the VILLAGE by deed and then transferred to the other governmental and/or private entities referenced under such conditions as specified by the VILLAGE. The OWNER or DEVELOPER shall not encumber (or such encumbrance shall be released at the time of recording of the final plat for the area in question) any property to be so dedicated or donated with any mortgage or other encumbrance without the consent of the VILLAGE. Nothing within this Section shall obligate the VILLAGE to accept such donation or dedication should the other governmental entity to ultimately receive the donation or dedication refuse to accept the same or refuse to accept the conditions specified by the VILLAGE. In the event of such refusal, the property shall be donated or dedicated to the entity designated by the VILLAGE, whether alternate governmental entity or the Homeowner's Association, and shall be subject to initial dedication to the VILLAGE and such conditions as specified by the VILLAGE. Except for property governed by Exhibit "N," the VILLAGE retains the sole discretion to specify the standards upon which any improvements shall be constructed on any such land to be donated or dedicated, and shall designate the appropriate standards to the DEVELOPER prior to installation of the improvements, dedication or donation.

**5. SIGNAGE, CONSTRUCTION ACTIVITIES AND RELATED ISSUES.**

A. Signage: The VILLAGE agrees to allow the following signage to be used in the residential development, only on private property, as approved by the VILLAGE: Project Signs, Sales or Marketing Signs/Flags, Temporary For Sale/Promotional Signs, and Directional Signs. Such signs marketing the sale of residential homes in the Property shall be removed by DEVELOPER upon application for such number of certificates of occupancy for residential properties as to equal ninety percent (90%) the total number of residential units in the development. The VILLAGE may relieve DEVELOPER of said obligation of removal in accordance with VILLAGE ordinances without an amendment of this Agreement.

1. All signs shall be in accordance with applicable VILLAGE ordinances.

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2. All monument signs shall be substantially as set forth in Exhibit "D" and shall contain as a part of the Subdivision name the words "*of Sugar Grove*" (e.g. Timber Crest of Sugar Grove). "The words 'of Sugar Grove' shall be displayed in the font selected by the VILLAGE, in letters one-third the height of the letters that the subdivision name is displayed in, but in no case less than 3" in height." All monument signs must meet VILLAGE approval prior to construction or installation. No DEVELOPER or OWNER name or logo shall appear on any permanent signage at the development, including, but not limited to, the monument signs.

3. Except for signs marketing the sale of the commercial area, all advertising, real estate, or other signs not advertising the development shall be removed within sixty (60) days of the date of annexation of the Property. Signs marketing the sale of the commercial area may be installed or retained assuming they otherwise conform with VILLAGE ordinances.

B. Construction Activities

1. DEVELOPER shall have the right to undertake all construction activities on the Property in accordance with VILLAGE ordinances.

2. Model Homes. DEVELOPER shall be permitted to construct not more than six model homes. DEVELOPER shall submit a model area plan for each model area for the VILLAGE to review and approve at the time of application for the building permit for any model home (said plan shall show, at a minimum, all sidewalks, parking areas, fences, landscaping and elevations). Model homes may be constructed upon completion of a binder base road, and may not be issued a Temporary Certificate of Occupancy until temporary water and sanitary sewer facilities are available for the model homes which meet the VILLAGE'S requirements for public health standards. At the time of completion and opening of the model homes, a binder course pavement shall be completed on the street the model homes are fronting. DEVELOPER hereby agrees to indemnify, defend and hold harmless the VILLAGE and the Corporate Authorities, officers, agents, employees, and consultants (collectively "Indemnitees") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction of any model home units (if permitted) prior to the installation of the public street and water improvements required to service such dwelling unit. Model homes will not be used to market other developments. The use of any and all model homes will be discontinued when: 1) 95% of the residential occupancy permits for the entire Property have been issued; 2) DEVELOPER is no longer marketing the lots/homes in the Timber Crest subdivision; or, 3) December 31, 2011, whichever comes first. The VILLAGE agrees that the DEVELOPER may request and the VILLAGE may allow said date of discontinuance to be postponed upon a written

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request and a two-thirds majority approval of the corporate authorities of the VILLAGE.

3. DEVELOPER agrees to limit truck construction routes into the subdivision to access points off Galena Boulevard. DEVELOPER acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud clots on streets and roadways adjacent to the construction site. DEVELOPER agrees that it shall inspect and clean the streets and roadways adjacent to and within 1,000 feet of the entrance to DEVELOPER'S construction site, and take measures to control dust as needed daily while construction is occurring on said site. DEVELOPER further agrees to periodically mow weeds, pick up trash and debris and repair and replace soil erosion control fencing so as to comply with applicable ordinances of the VILLAGE. In addition, DEVELOPER shall cause each street constructed within each Phase of Development, prior to the acceptance of such street by the VILLAGE, to be de-iced and plowed at such times as are reasonably needed and also at such times as directed by the VILLAGE. In the event such acceptance occurs between November 1 of any given year through April 1 of the subsequent year, DEVELOPER shall provide snow plowing and de-icing services throughout the entirety of that period. At the option of the DEVELOPER, the DEVELOPER may request that the VILLAGE enter into a snow plowing agreement whereby the VILLAGE agrees to provide snow plowing and de-icing services for a fee. As security for such obligations, and as a condition of the issuance of any filling or grading permits, DEVELOPER agrees to deposit with the VILLAGE the sum of five thousand (5,000.00) dollars ("Site Control Escrow"). In the event DEVELOPER fails to clean, snow plow or de-ice the streets, mow weeds, pick-up debris or repair or replace soil erosion control fencing as required, as herein provided, or within twenty-four (24) hours after receipt of notice from the VILLAGE of DEVELOPER'S failure to comply with this provision, then the VILLAGE may perform or contract with others to perform such undertaking and deduct the cost thereof from the Site Control Escrow. DEVELOPER shall, within 15 business days following written notice from the VILLAGE, replenish the Site Control Escrow as funds are from time to time properly withdrawn there from by the VILLAGE, so as to maintain the same at a five thousand (5,000.00) dollar balance. All sums remaining on deposit with the VILLAGE pursuant to this provision shall be returned to DEVELOPER upon final acceptance by the VILLAGE of all public improvements, or completion of the development in accordance with the last Final Plat thereof, whichever shall be the last to occur.
4. The maximum number of residential building permits to be issued is hereby limited to forty-two (42) per calendar year. The limits provided are non-cumulative, and if not used during a given year shall not count towards a subsequent year. The VILLAGE agrees that the DEVELOPER may request and the VILLAGE may allow up to seven (7) additional permits per year upon a

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written request and a two-thirds majority approval of the corporate authorities of the VILLAGE.

5. No residential building permits shall be issued for any portion of the development until such time as, in the sole discretion of the VILLAGE, the VILLAGE water system is capable of providing adequate water supply to the development. Notwithstanding the foregoing, the Village water system shall be deemed capable of providing adequate water supply at such time when either of Wells 10 and 11, and the related treatment center and storage facilities, are operational and accepted by the Village.

C. Related Issues:

1. Floodplain Areas. DEVELOPER shall apply for the required permits to modify the floodplain located on the Property. No work shall occur within the floodplain areas until such permits have been issued. If a permit is not issued for the work or if the permit requires substantial modification of the development, then the DEVELOPER shall apply for a Planned Unit Development Amendment to modify the plans to comply with the existing floodplain or modified permit, whichever applies.

2. Tree protection. All trees on the Property that are not to be removed are to be protected by the installation of snow fencing, installed at the drip line of the tree, prior to the commencement of site work. An agreed amount of liquidated damages of Twenty Five Hundred Dollars (\$2,500.00) shall be assessed against the land owner of the property upon which such tree(s) are removed for each tree removed at any time after November 21<sup>st</sup>, 2005 without the express consent of the VILLAGE, in addition to all other tree replacement requirements imposed by the VILLAGE.

3. Property Preservation. OWNER and DEVELOPER shall permit the existing single family residence on the Property to be relocated intact offsite prior to grading of the commercial site. All other structures shall be removed prior to site grading. Any relocation, sale, dedication, donation or other transfer of the single family residence shall be subject to approval by the VILLAGE, in the VILLAGE's sole discretion, and shall be at the expense of the person or entity requesting the relocation. Such entity shall provide proof of insurance naming the VILLAGE, OWNER and DEVELOPER as additional insured, to the level required by the VILLAGE. In the event the existing single-family residence has not been relocated before such time that OWNER is prepared to commence site grading on the commercial area, and OWNER has given the VILLAGE sixty (60) days notice thereof, OWNER may remove the existing single-family home with no further obligation to preserve or relocate the existing single family residence.

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4. Wetland Areas. Any existing wetlands on the site shall receive a permit for filling, modification, or mitigation as required by the Army Corps of Engineers or under the Kane County Stormwater Ordinance, prior to the grading of the site.

5. Mass Grading: DEVELOPER may undertake site preparation, mass grading, and installation of underground utilities prior to obtaining final plat approval for the Property (or any portion of the Property), at its sole risk, provided: (a) the Village Engineer has reviewed and approved the proposed grading and utility plan; (b) the VILLAGE has issued a mass grading permit; (c) DEVELOPER has posted a surety acceptable to the VILLAGE as issuer for dirt work/mass grading, in the form described on the attached Exhibit AA; and (d) soil erosion control, tree protection measures, and any other governmental approvals are in place. DEVELOPER and OWNER hereby agree to indemnify, defend and hold harmless the VILLAGE and the Corporate Authorities, officers, agents, employees, and consultants (collectively "Indemnitees") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the mass grading and site development work permitted under this sub-paragraph.

6. Sales Trailers/Construction Office/Model Homes: DEVELOPER shall be permitted to set temporary construction offices and sales trailers on the Property prior to final plat approval. DEVELOPER shall also be entitled to place storage trailers and sales trailers on the site prior to final plat approval. Any construction offices and storage trailers shall be situated so as to insure that they are more than 500 feet from any existing homes not on the Property and more than 500 feet away from any new homes constructed and occupied on the Property. Said offices and/or trailers shall be moved, when and where required throughout the course of the development of the Property, to insure that the required 500 foot separation continues to be adhered to at all times.

7. RESERVED.

8. Sidewalks: Concrete sidewalks shall not be installed between November 15<sup>th</sup> and April 15<sup>th</sup> of any given year, unless otherwise permitted by the VILLAGE Building Department.

9. DEVELOPER agrees that, as part of its closing package with any buyer in the development, it will provide every purchaser an informational letter as set forth in Exhibit "CC" hereof.

10. New privately owned and/or operated wells and new septic systems shall be prohibited. All existing wells on the Property shall be properly capped per Kane County Health Department standards prior to commencement of mass grading.

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11. A deed restriction shall be recorded on all final plats for all platted residential lots prohibiting re-subdivision of those lots subsequent to recording the final plat.

12. DEVELOPER agrees to bury all overhead utility lines existing at the time of development that run 1) within the Property and 2) along all roadways/right of way contiguous to the Property (only upon the adjacent side of the roadway/right of way: e.g. the north side of Galena Boulevard, but not the south side) at the time of development of the area in question. DEVELOPER further agrees to extend all required public improvements to the borders of its Property and off-site where designated in the final engineering plans or as otherwise provided in this Agreement.

13. Intentionally Reserved.

14. Prior to the Final Plat approval for any phase of development for the Property, the DEVELOPER shall acquire all necessary offsite utility and drainage easements for that phase of development of the Property. Provided, however, that the parties acknowledge and agree that the looping of water main north of the Fox Metro lift station, shall be a separate phase of development, and that the acquisition of ROW and easements for any utilities to be constructed north of the Fox Metro lift station shall not impede the approval or development of any other phase of the development. The DEVELOPER shall begin good faith negotiations with third parties to acquire the necessary easements (which DEVELOPER shall fund and receive credit as provided in Exhibit "I-2") upon execution of this Agreement. All negotiated settlements shall be made only with the prior consent of the VILLAGE. Should negotiations fail to result in acquisition of the necessary easements within six months of the date of execution of this Agreement, the VILLAGE and DEVELOPER shall through the VILLAGE institute eminent domain proceedings to acquire said easements (which DEVELOPER shall fund and receive credit as provided in Exhibit "I-2"). Upon acquisition of the easements (either through negotiation or eminent domain) the DEVELOPER shall complete the looping project as shown on Exhibit "R" within 2 years thereafter.

15. Intentionally Reserved.

16. Intentionally Reserved.

17. Intentionally Reserved.

18. Intentionally Reserved.

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19. All street lights shall be designed and installed to conform to Exhibit "P" attached hereto.

20. Intentionally Reserved.

21. The DEVELOPER shall design and install all street signs in accordance with the VILLAGE standards.

22. Intentionally Reserved.

23. The OWNER shall enter into a separate written agreement providing for traffic law enforcement on all private drives of the commercial area of the PROPERTY with the VILLAGE.

24. The DEVELOPER shall install the Bike/Pedestrian Paths specified on Exhibit "S". Said Paths shall be a minimum of 10 feet wide and shall be constructed of asphalt (and/or a minimum eight foot wide concrete, at VILLAGE discretion, where in lieu of a sidewalk) and in a manner approved by the Village Engineer. After subdivision acceptance, the VILLAGE shall accept the Bike/Pedestrian Paths alongside VILLAGE streets as delineated on Exhibit "S". The DEVELOPER shall convey the Bike/Pedestrian Paths located in the open space as delineated on Exhibit "S" to the Homeowners Association, with a public access easement being recorded upon said Paths at or prior to the time of dedication to the Homeowners Association. Said Homeowners association shall be responsible for all maintenance of said Paths. At the discretion of the VILLAGE, the DEVELOPER shall construct all road crossings of said paths of either stamped concrete or brick pavers, the exact specifications of which shall be determined by the VILLAGE. Installation of the same shall occur within the construction schedule for said roadways and Bike/Pedestrian Paths.

D. Engineering Approvals. All construction shall be in accordance with the VILLAGE Engineering Specifications attached hereto as Exhibit "X". All construction shall also be in accordance with the VILLAGE Engineering Comments attached hereto as Exhibit "Y". All such comments must be addressed prior to site development. All versions of the plat, including the final plat, shall be subject to such revised Engineering Specifications or Engineering Comments as shall be promulgated by the VILLAGE or the Village Engineers.

6. RESERVED.

7. SANITARY AND STORM SEWER.

A. Annexation to Fox Metro Water Reclamation District ("FOX METRO"). OWNER and DEVELOPER, at DEVELOPER'S liability and expense, agree to file the

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necessary petitions to request the annexation of the Property to FOX METRO so that all the Property is served by FOX METRO. VILLAGE shall use its best efforts to assist OWNER and DEVELOPER in the annexation process.

B. Easements Required for FOX METRO. The VILLAGE agrees: 1) to support DEVELOPER'S engineering plans for sanitary sewer to the Property, which DEVELOPER shall submit to FOX METRO, and 2) DEVELOPER shall provide the necessary easements to connect sanitary sewers to the FOX METRO Sewer System at the time of Final Plat. The easement may be crossed by other utilities, roadways and may be located within the common open spaces. In the event the aforementioned easement or any offsite easement is required which was not contemplated in the Preliminary Plans due to a change in circumstances, and in the event DEVELOPER is unable to acquire such necessary offsite easement, the VILLAGE shall exercise its power of eminent domain to acquire the same, provided DEVELOPER shall pay all costs incurred by the VILLAGE as a result thereof. DEVELOPER shall deposit the amount of such costs reasonably estimated by the VILLAGE into a segregated, interest bearing escrow account prior to the commencement of such eminent domain proceedings by the VILLAGE. Such funds shall be utilized solely to defray such costs and all funds, including interest, remaining in such escrow account upon completion of such proceedings shall be refunded to DEVELOPER.

C. Sanitary and Storm Sewer Oversizing and Non-Recapture. The Parties agree that there shall be no reimbursement to DEVELOPER nor any recapture for any oversizing and/or deepening of sanitary and storm sewer facilities required in connection with approval of any portion of the Property herein.

D. Storm Water Release Rate. DEVELOPER agrees to follow Kane County stormwater release rate regulations as amended from time to time.

E. Permits Required. All permits from Fox Metro Water Reclamation District, and the Illinois Environmental Protection Agency, must be issued prior to work on water main, sanitary sewer or storm sewer improvements commences.

## **8. WATER SUPPLY.**

A. Looping of Water Mains. DEVELOPER shall agree to provide a water looping system as required by the VILLAGE engineer.

1. DEVELOPER shall loop the sixteen inch water main back to the Prestbury area within existing utility easements and those easements or rights of way obtained for the Timber Crest Drive Extension. DEVELOPER shall be entitled to a credit for a portion of said looping as provided for on Exhibit I-2 and shall include the costs of any funds expended (either by negotiation (subject to Village approval) or by eminent domain proceedings) in acquiring the necessary easements to complete said looping.

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B. Water System Oversizing and Non-Recapture. The Parties agree that there shall be no reimbursement to DEVELOPER, nor any recapture for any oversizing of water system improvements required in connection with approval of any portion of the Property herein.

C. Connection to VILLAGE Water Main System. Upon receipt of a properly completed application and payment of applicable connection fees, the VILLAGE shall be obligated to permit connection of the residences and buildings contemplated to be built on the Property and the facilities for fire protection, as provided in this Agreement, to the VILLAGE'S water supply system, and to supply water thereto to the same extent as may be supplied to other structures and areas within the VILLAGE. DEVELOPER shall be responsible for the cost of all on-site water lines on the Property and for all additional hook-on fees and user fees as set forth in the VILLAGE'S rules, regulations and ordinances in accordance with the approved Preliminary Plan. All buildings hereafter constructed on the Property shall be required to use the VILLAGE water supply system to be dedicated and maintained by the VILLAGE.

9. ROAD IMPROVEMENTS.

A. In addition to all other roadway improvements required by Ordinance, this Agreement, or the Engineering plans, the DEVELOPER shall construct the roadway improvements delineated on Group Exhibit "V", and, if specified, at such times as delineated on Group Exhibit "V."

VILLAGE also acknowledges that DEVELOPER will be required to make traffic signal and road improvements to Galena Boulevard, which is a State highway, as outlined in the Plan Description attached hereto as Exhibit "J". VILLAGE agrees to cooperate with DEVELOPER in making any improvements required by the Illinois Department of Transportation (IDOT).

B. Timber Crest Drive. DEVELOPER shall dedicate/deed a lot or right of way to the VILLAGE for the Timber Crest Drive northern alignment to Hanks Road. Said lot/right of way shall be not less than 130 feet wide, centered on the centerline of Timber Crest Drive. This lot/right of way shall be as shown on Exhibit "R." A sign shall be added at the end of Timber Crest Drive (which shall end in a T stub) that shall state "This road will be extended to Hanks Road/Golfview Drive at a future date." Said sign shall be erected upon completion of the binder course of pavement along Timber Crest Drive. Should the extension or bridge be required to be moved, in the sole discretion of the VILLAGE, DEVELOPER agrees to dedicate and rededicate such property as required by the VILLAGE for the extension and/or bridge.

C. Galena Boulevard. DEVELOPER shall dedicate the necessary area for the improvement of Galena Boulevard as shown on Group Exhibit "V" and/or Group Exhibit "F" and shall improve Galena Boulevard as shown on Exhibits "V-1" and "V-2" and Exhibit "F-4." In the event that IDOT refuses to allow the improvements as

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specified in Group Exhibit "V" and/or Group Exhibit "F," then the DEVELOPER shall pay to the VILLAGE, upon completion of the Galena Boulevard improvements that are allowed to be made, the amount of money the VILLAGE engineers determine is necessary to complete the improvements contemplated in Exhibits "V-1" and "V-2" and Exhibit "F-4." DEVELOPER shall also complete all other roadway improvements as noted in the Traffic Study, and as required by the VILLAGE ordinances. DEVELOPER shall complete the right in/right out entrance for the commercial area at the time of completing the Galena Boulevard improvements required hereunder.

DEVELOPER shall also complete all roadway improvements as required by IDOT. If IDOT requires the DEVELOPER to install a traffic signal, the DEVELOPER shall provide pedestrian cross walks "count down" displays at all intersections with traffic lights. If IDOT requires improvements beyond what is required by this Agreement, the DEVELOPER shall be entitled to enter into a recapture agreement with the VILLAGE for the expenses of constructing improvements required by IDOT in excess of what is required herein, in the form provided in Exhibit "K." Said recapture agreement shall be imposed upon properties that benefit from said improvements as determined by the VILLAGE engineers.

D. Lot Restrictions. A landscape buffer shall be added to all lots that are considered through lots to prevent multiple frontages on public roads. A deed restriction shall be added to the final plat that prevents direct access to Timber Crest Drive from any of the abutting residential lots.

E. Intentionally Reserved.

F. Traffic Signalization. DEVELOPER and OWNER shall each contribute twenty five percent (25%) of total traffic signal engineering and installation costs for signalizing the intersection of Timber Crest Drive and Galena Boulevard. Said costs shall be paid at the time the work is performed. If either the DEVELOPER or OWNER has completed its portion of the subdivision prior to the time the signal is installed, then funds shall be deposited with the VILLAGE equal to their portion of the costs of the signal, prior to acceptance of the public improvements in the subdivision. Should IDOT require either DEVELOPER or OWNER to install said signal, then that Party shall be relieved of its obligation to pay its twenty five (25%) share provided hereunder. The non-installing Party shall not be relieved of its obligations for the remaining twenty-five percent (25%). The remaining 50% may be recaptured from third parties as provided in Section 9(C) hereof.

G. Roadway Specifications. The roadway specifications for the Property shall be in accordance with applicable VILLAGE ordinances and the requirements of the VILLAGE and Village engineers, and in accordance with the specifications provided in the attached Group Exhibit "F", Streets and Rights of Way Standards, as well as Exhibits "X" and "Y".

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1. Curbs and Gutters. Mountable curb and gutter shall be used along all minor and local residential roads. Barrier curb and gutter shall be used along all collector roads.

2. Signage. A street signage plan, including but not limited to stop signs, speed limit signs, overnight parking signs and no parking signs, shall be submitted and approved by the VILLAGE prior to final plat approval.

3. Street names. The names for individual streets must be reviewed and approved by the VILLAGE and the applicable Fire Protection District prior to approval of the final plat.

a. Box Elder. The street currently shown as Box Elder on the plans for the Development shall be renamed to a name acceptable to the VILLAGE administration and the fire protection district.

b. Timber Crest. The Street currently shown as Timber Crest Drive of the plans for Development shall remain as such until the earlier of December 31, 2011, or by written agreement of the Developer.

H. Ingress and Egress. The VILLAGE will cooperate with the OWNER in obtaining all necessary governmental approvals including, without limitation, the approval of IDOT for right-of-way connections to the Property. Subject to the terms of the AGREEMENT, the OWNER shall dedicate to the VILLAGE all necessary on-site right-of-ways, and construct all on-site public right-of-way improvements for the Property and all roadways as shown on the Site Plan and as described in this AGREEMENT.

I. VILLAGE shall accept said roadway improvements (in accordance with the acceptance schedules in section 14 of this Agreement) as long as said improvements are constructed in accordance with the final plans as approved by the VILLAGE.

J. Unless otherwise specified, all roadways shall be improved in the phase of development of which they are a part or to which they are adjacent.

10. **RESERVED.**

11. **APPEARANCE STANDARDS**

A. Residential Architectural. Architectural elevations shall be as are approved by the VILLAGE in its sole and absolute discretion at the time of Final Plat with a two-thirds majority approval of the corporate authorities of the VILLAGE. The elevations shall, at a minimum, include the items specified on Exhibit "G-1." The

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Development shall be constructed in accordance with those elevations, and in accordance with the minimum standards and anti-monotony standards described on the attached Exhibit "G", and those described within this AGREEMENT. Lots 1-7 and Lots 139-161 shall have additional architectural detailing on the rear elevations of the homes as approved by the VILLAGE in its sole and absolute discretion.

B. Commercial. The architectural design, landscaping and planning of any structures proposed for construction within any commercial areas of the Development shall be subject to the absolute and sole discretion of the VILLAGE with a two-thirds majority approval of the corporate authorities of the VILLAGE.

C. Utility Installation. The installation of the necessary and appropriate on-site electric, natural gas, cable, television, telephone facilities, and future internet access facilities (when available) to the Property shall be by underground installation and pursuant to the requirements of such utility companies or pursuant to the AGREEMENT of the VILLAGE with such entities and at no cost to the VILLAGE. The VILLAGE agrees to cooperate with the OWNER to permit the extension of all such utilities along existing public right-of-ways and/or VILLAGE owned property and otherwise allow the extension of all necessary utilities to the Property, provided, however, that the VILLAGE'S AGREEMENT to cooperate with the OWNER to allow the extension of utilities to the Property shall in no way relieve the OWNER of their obligations to obtain any and all easements and permits necessary to do so, at OWNER'S sole cost and expense.

D. DEVELOPER agrees to comply with the landscaping requirements of the VILLAGE'S Zoning Ordinance, and to substantially comply with the guidelines contained in Exhibit "D", Landscape and Design Element Plan. As to parkway trees (delineated on Exhibit "U"), the VILLAGE shall purchase said trees (approximately one tree every 45 feet) and arrange planting of said trees (with which the DEVELOPER shall cooperate regarding timing and site access to accomplish the same). The DEVELOPER shall reimburse the VILLAGE all costs of purchasing, planting and arborist cost for minimum 2 1/2" caliper trees (plus a 10% fee to address maintenance costs for said trees which DEVELOPER shall not be required to perform, due to the VILLAGE undertaking these plantings) within 30 days of the VILLAGE tendering of any invoices for said tree costs. For any parkway trees not included on Exhibit "U", the DEVELOPER shall comply with the Village Subdivision Control Ordinance (with minimum 2 1/2" caliper trees). The DEVELOPER shall have the right to increase the size of said trees, if it so desires and pays for said increased size trees in accordance with this Section.

E. Reserved.

F. Reserved.

G. Fencing along lots 1-7 (Group I), and 139-166 (Group II) shall be installed prior to application for a building permit for any unit in each of said groups (e.g. a fence

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shall be erected for units 1-7 when a building permit is required for the first of units 1-7, but no fence need be erected for units 139-166 until a building permit is requested for the first of units 139-166, or vice versa). There shall be a break in said fencing for the pedestrian pathway out to Galena between lots 145 and 146. Required landscaping on the residential side of the fencing shall be installed prior to the time of issuance of a final certificate of occupancy for each unit. Landscaping along the commercial side of the fencing shall be installed at time of commercial development. All such fencing shall be installed at a 6' height requirement with detailing as shown on Exhibit "DD". Said fencing shall be installed on residential property, and maintained by Homeowners Association. The backup SSA created pursuant to Section 15 shall include fence maintenance.

**12. DISCONNECTION.**

OWNERS and DEVELOPER agree that DEVELOPER shall develop the Property as a subdivision to be commonly known as Timber Crest in accordance with the final plats and final engineering approved by the VILLAGE in accordance with the terms hereof, and shall not petition to disconnect any portion or all of said Property from the VILLAGE hereafter.

**13. PURCHASE OPTION.**

A. Parks and Open Space. The VILLAGE or a Village designated entity shall have a non-revocable, no-cost option to purchase (either the entire interest in the land or a lesser interest, e.g. easement, license, etc.) any and all park and open-space areas at any time following recording of this AGREEMENT.

B. Islands, Rights-of-Way, and Common Area Lots. The VILLAGE or a Village designated entity shall have a non-revocable, no-cost option to purchase any islands within Village rights-of-way, as well as any common area lots, parks, or any areas dedicated to the Homeowners Association. Said option agreement shall be put in writing to the satisfaction of the Village Attorney prior to recording the final plat and recorded simultaneously with the recording of the Final Plat.

C. Documentation. The non-revocable, no-cost options to purchase provided for in this AGREEMENT shall be documented in writing, on all plats, to the satisfaction of the VILLAGE and Village Attorneys prior to the recording of the Final Plat.

D. Effect on SSA. In the event the VILLAGE exercises its right to purchase any property under Section 13 of this Agreement, and subsequent to exercising such right to purchase either changes the use of such property to a non-governmental use or transfers the purchased property to any entity other than the VILLAGE or the then existing homeowners association for the development, the VILLAGE agrees that no funding from any then existing backup SSA's shall be used for purposes of maintaining

the transferred property until such property is restored to the governmental use, ownership of the VILLAGE or the then existing homeowners association.

**14. SUBDIVISION PERFORMANCE BONDS.**

A. DEVELOPER shall post the appropriate letters of Credit or Appropriate Subdivision Performance Bonds (in the form provided in Exhibit "AA" and from an issuer acceptable to the VILLAGE) as provided by State law for public improvements prior to the construction of public improvements in each unit of the Property, as provided by the VILLAGE Subdivision Control Ordinance. If the DEVELOPER elects to submit a performance bond in lieu of a letter of credit, the DEVELOPER agrees to also submit a \$100,000.00 Planned Unit Development deposit in the form of a Letter of Credit (not performance bond) to secure final closeout of the DEVELOPER'S obligations under this agreement. If such a letter of credit is deposited, the amount required for security under a performance bond security shall be reduced by the amount of the Planned Unit Development deposit.

B. DEVELOPER and VILLAGE agree that upon 80% build-out in any given recorded Unit of the Property and only upon completion and inspection of all improvements in each Unit, the VILLAGE shall accept the improvements for that Unit. For purposes of this Agreement, "80% build-out" shall be defined and treated as when "Final Occupancy Permits" are issued by the VILLAGE for any Unit of said development. Upon acceptance, DEVELOPER shall be entitled to a release of any Subdivision Performance Bond or Letter of Credit, to a Maintenance Bond remaining in place for an 18 month period from date of acceptance by the VILLAGE, in conformance with the VILLAGE Subdivision Control Ordinance. Prior to the acceptance of the streets by the VILLAGE, the streets shall be in a condition acceptable to the VILLAGE and completed with the final lift of asphalt.

C. Upon the sale or transfer of any portion of the Property, the DEVELOPER herein shall be released from the obligations secured by its Letters of Credit or Subdivision Performance Bond for public improvements upon the submittal and acceptance by the VILLAGE of a substitute performance bond or other surety approved by the VILLAGE, securing the costs of the improvements set forth therein by the proposed developer.

**15. BACKUP SPECIAL SERVICE AREAS.**

A. Residential Backup SSA. OWNERS and DEVELOPER and their respective successors, assignees and grantees, shall not object to and agree to cooperate with the VILLAGE in establishing a special service area ("SSA"), or any number thereof, for the Property to be utilized as a backup mechanism for the care and maintenance of the Common Facilities, which include but are not limited to, detention areas, common landscaped areas, bike/pedestrian paths, trails, subdivision monumentation, signage, park areas, open space and any other common areas of the subdivision. Any such SSA shall be

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established on a Unit by Unit basis at the time of final platting of a portion of the Property. DEVELOPER shall establish, through a declaration of covenants on the Property, a Homeowners Association, which shall have the primary responsibility of providing for the regular care, maintenance, renewal and replacement of the Common Facilities including, without limitation, the mowing and fertilizing of grass, pruning and trimming of trees and bushes, removal and replacement of diseased or dead landscape materials, mosquito abatement, possible aeration of retention basins (including but not limited to new mechanical improvements to add aeration if the VILLAGE determines such aeration is necessary, it being acknowledged that the design, if functional, does not require aeration), and the repair and replacement of monument signs, so as to keep the same in a clean, sightly and first class condition (the "Common Facilities Maintenance"). If at any time such Homeowners Association fails to conduct the Common Facilities Maintenance, then the VILLAGE shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the costs of the Common Facilities Maintenance undertaken by the VILLAGE. The SSA shall provide for the authority of the VILLAGE to levy up to One dollar and Ten cents (\$1.10) per \$100.00 of assessed valuation ("Rate Cap") to fund the payment of the aforesaid costs and expenses. A 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 in favor of the VILLAGE and any future Homeowners Association which undertakes responsibility for the Common Facilities Maintenance. The substance of the Common Facilities Maintenance Easement shall be as approved by legal counsel for the VILLAGE and DEVELOPER and OWNERS, which approvals shall not be unreasonably withheld. The VILLAGE shall, for the duration of this Agreement, have a non-revocable, no-cost option to acquire any islands within VILLAGE right-of-ways as well as common area lots. Said option agreement shall be put in writing to the satisfaction of the Village Attorney prior to recording the final plat and recorded simultaneously with the recording of the Final Plat.

B. Commercial Backup SSA. OWNER and DEVELOPER and their respective successors, assignees and grantees, shall not object to and agree to cooperate with the VILLAGE in establishing a special service area ("SSA"), or any number thereof, for the commercial areas of the Development (or prior to development of the commercial areas if no subdivision is sought). OWNER shall submit a consent executed by the then Record Owner of the Property, agreeing and waiving any objection to the creation of a back-up Special Tax Service Area that shall pay for the cost of maintenance of all detention, open space, and common areas (including islands) of the said areas, commercial property monumentation, landscaping, signage, maintenance of all private curbs and roadways, driveways and drive aisles, and any other common areas of said areas ("Common Facilities"). OWNER and DEVELOPER shall establish, through a declaration of covenants on the Property, an Owners Association, which shall have the primary responsibility of providing for the above referenced maintenance, so as to keep the same in a clean, sightly and first class condition (the "Common Facilities Maintenance"). If at any time such Owners Association fails to conduct the Common Facilities Maintenance, then the VILLAGE shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the

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costs of the Common Facilities Maintenance undertaken by the VILLAGE. The Special Tax Service Area shall be recorded prior to or concurrent with the recording of the First Final Plat of Subdivision for the commercial areas. Said SSA shall have a rate as reasonably determined by the Village Engineer. A 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 in favor of the VILLAGE and any future Owners Association which undertakes responsibility for the Common Facilities Maintenance. The substance of the Common Facilities Maintenance Easement shall be as approved by legal counsel for the VILLAGE and DEVELOPER and OWNERS, which approvals shall not be unreasonably withheld. The VILLAGE shall, for the duration of this Agreement, have a non-revocable, no-cost option to acquire any islands within VILLAGE right-of-ways as well as common area lots. Said option agreement shall be put in writing to the satisfaction of the Village Attorney prior to recording the final plat and recorded simultaneously with the recording of the Final Plat.

**16. SUBDIVISION COVENANTS.**

Prior to, or concurrently with, the recording of the Final Plat for the first Phase of Development, the DEVELOPER shall provide to the VILLAGE a copy of the proposed declaration of covenants, conditions and restrictions for the Development, and such proposed declaration shall be subject to review and revision by the Village Attorneys. In no event shall such proposed declaration be approved unless it includes language indicating that acceptance of a deed to any property within the Development constitutes consent and waiver of any objection to the creation of all special service areas required to be created by this Agreement.

**17. INTERIM USES.**

Interim uses shall be permitted on the Property during the term of this Agreement as long as said interim uses do not have a substantial adverse impact on adjoining properties, as determined by the Village Board. The following interim uses shall be expressly permitted:

1. Farming of crops without irrigation and burning of landscape debris that was generated on-site (provided that a buffer separation of at least 500 feet from any new homes constructed and occupied on the Property is maintained). As to the farming of crops, the Parties agree as follows:

A) OWNER agrees not to cause or permit, a) irrigation of crops, b) keeping of livestock (except livestock will be permitted as part of a 4H, FFA or similarly sized youth project), and c) farming procedures or methods that are substantially different from those customarily followed in Northern Illinois.

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B) VILLAGE agrees not to limit or restrict, a) hours of operation, b) selection of crops raised, c) use of pesticides and fertilizer (except that domestic or commercial sludge shall not be permitted), and d) use of farm equipment and machinery.

**18. OCCUPANCY PERMITS.**

The VILLAGE shall use its best efforts to issue occupancy permits in a timely manner after application therefore, or post a notice of denial informing the applicant specifically as to the corrections necessary as a condition precedent to the issuance of an occupancy permit and designating the section of this Agreement, State or Federal law, the VILLAGE Code or Ordinances relied upon by the VILLAGE in its request for correction.

The VILLAGE may issue temporary occupancy permits in accordance with VILLAGE Ordinances, during a six (6) month period, between November 1 and June 1 of each year, when final grading work, landscaping, sidewalk, driveway, and other pavement installation cannot be completed.

**19. RECAPTURE OBLIGATIONS.**

To the extent that any provision of this Agreement allows the DEVELOPER to recapture for the installation or extension of any public improvement, said recapture agreement shall be substantially in the format attached hereto as Exhibit "K". If a recapture agreement is approved by the VILLAGE and if a legal challenge as to the validity, amount or enforceability of any recapture agreement (in whole or in part) enacted pursuant to this Agreement is made in a court (either Federal or State), then the sole obligation of the VILLAGE shall be to notify the DEVELOPER, upon receipt of such notice of suit. The VILLAGE shall have no obligation to defend any such suit or suits after notice to DEVELOPER, and if a judgment (by default or otherwise) is entered declaring said recapture agreement or ordinance void or unenforceable (either in whole or in part), the VILLAGE may thereafter allow benefited properties to connect to such services as were specified in the recapture agreements or ordinances consistent with any such order of court. The DEVELOPER shall have the right, but not the obligation, to assume the defense of any such suit against the VILLAGE, and defend the validity of said agreements, and the VILLAGE agrees to cooperate with the DEVELOPER in the defense of any such suit. In the event a money judgment is obtained for the return of money DEVELOPER has collected under the recapture agreement or ordinance, the DEVELOPER shall pay said amounts consistent with such order.

**20. SEVERABILITY.**

This Agreement is entered into pursuant to the provisions of 65 ILCS Sec. 5/11-15.1, et seq. In the event any part or portion of this Agreement (except those provisions relating to the requested rezoning of the Property identified herein and the ordinances

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adopted in connection herewith) is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of the Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not effect such portion or portions of this Agreement as remain. In addition, the VILLAGE and OWNERS and DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Property.

If for any reason during the term of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans, plat approvals or zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

**21. TIME IS OF THE ESSENCE.**

It is understood and agreed by the Parties that time is of the essence in this Agreement, and that all Parties will make every reasonable effort to expedite the matter hereof. It is further understood and agreed by the Parties that the successful consummation of this Agreement requires their continued cooperation.

**22. BINDING EFFECT AND TERM.**

A. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the VILLAGE and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. Upon the conveyance of all or a portion of the Property, OWNERS or DEVELOPER as the case may be, shall be released of any and all obligation or liability under this Agreement for that portion of the Property conveyed (if the entire Property is not so conveyed), immediately upon conveyance and the substitution of any performance bond (provided such performance bond is so required under this Agreement at the time of conveyance). However, DEVELOPER or its successor shall remain liable for all public improvements until accepted by the VILLAGE.

B. OWNER and DEVELOPER agree and acknowledge that, as a result of the preparation of this Agreement and related documents, and as a result of the ongoing commitment of resources by the VILLAGE that is caused as a direct result of this Agreement, the process of creating this Agreement, and the Development that is to be constructed under the terms of this Agreement, the VILLAGE incurs substantial expenses at the request of OWNER and DEVELOPER to perform its obligations under this Agreement. OWNER and DEVELOPER further agree that, under the provisions of this Agreement and applicable VILLAGE Code, OWNER and DEVELOPER are responsible for those costs. OWNER and DEVELOPER acknowledge that assignment or transfer of

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any interest in any property subject to this Agreement can increase the complexity of recovering those costs for the VILLAGE and, in order to induce the VILLAGE to enter into this Agreement, OWNER and DEVELOPER agree as follows:

1. Prior to the sale, assignment, lease or other transfer of any portion or portions of the property subject to this Agreement representing five percent or more of the total land mass governed by this Agreement (except conveyances to the VILLAGE, other governmental entities, or a Homeowners Association), OWNER and DEVELOPER shall provide not less than thirty days notice to the VILLAGE that such transfer is contemplated. For purposes of calculating the amount of property transferred under this subsection 28(J), any single transfer or group of transfers contemplated or consummated within a single 120 day period shall be considered one transfer.

2. Within fifteen days of the receipt of such notice, the VILLAGE shall provide OWNER and DEVELOPER with a calculation of the total amount believed to be outstanding as costs for which OWNER and/or DEVELOPER are responsible.

3. Prior to, or at the closing of, the consummation of such transfer, OWNER and DEVELOPER shall cause all such amounts to be paid to the VILLAGE.

4. At any time within ninety days following consummation of such a transfer, the VILLAGE shall provide final calculations of the total amount due from OWNER or DEVELOPER, and OWNER or DEVELOPER, or the interest holder to which an interest in the property subject to this Agreement was transferred, shall pay all such amounts within thirty days of the VILLAGE providing such notice.

5. In the event of a failure of OWNER or DEVELOPER to comply with this subsection 22(B), OWNER and DEVELOPER, along with the interest holder to which an interest in the property subject to this Agreement was transferred, shall be jointly and severally liable to the VILLAGE for all such amounts described above, plus attorneys' fees, court costs, other collection costs, and interest at a rate of eight percent per annum, until such amount, including costs and interest, is paid in full.

6. Any notice of amounts so due under this agreement shall include accurate and complete (to the extent that such documentation exists) documentation from the applicable VILLAGE consultant supporting the amount claimed to be due, including, but not limited to, complete copies of invoices from such VILLAGE consultants.

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C. Escrow Account. As described in subsection 22(B), the OWNER and DEVELOPER agree that the VILLAGE incurs substantial costs associated with this Agreement and the Development. DEVELOPER agrees to maintain one or more escrow accounts with the VILLAGE, in an amount to be determined by the VILLAGE, as the VILLAGE determines to be necessary to cover anticipated expenses associated with the Development or this Agreement. DEVELOPER agrees to make all payments necessary to maintain such account at the level prescribed by the VILLAGE, and acknowledges that such amount may change from time to time, as determined by the VILLAGE, depending on the scope and complexity of work being performed or requested relative to the Development or this Agreement. DEVELOPER further acknowledges that, at any point, if DEVELOPER fails to make a payment requested by the VILLAGE within thirty days of such request, the VILLAGE may unilaterally choose to implement any or all of the following remedies until such point in time as DEVELOPER has paid all amounts due, and has made all payments necessary to restore DEVELOPER's escrow accounts to the level prescribed by the VILLAGE.

1. Issuance of a stop work order on any portion of the Development.
2. Refusal to issue further permits for building, occupancy, water tap on, or other Development related work.
3. Cessation of any utility service provided by the VILLAGE to any property owned or maintained by OWNER or DEVELOPER or their successors or assigns within the Development.
4. Institution of appropriate legal action to recover any and all amounts due, in which case the VILLAGE will be entitled to attorneys' fees, court costs, other collection costs, and interest at a rate of eight percent per annum, until such amount, including costs and interest, is paid in full.
5. Cessation of any or all work on or pertaining to the Development by VILLAGE staff, employees or consultants.

## 23. NOTICES.

Upon a breach of this Agreement, any of the Parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.

Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the Party alleged to have failed to perform, state the obligation allegedly not performed and the

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performance demanded.

Notice shall be provided at the following addresses:

VILLAGE:

Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554  
Attn: Brent Eichelberger  
Village Administrator

Copy to:

Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554  
Attn: Cynthia Welsch  
Village Clerk

Copy to:

Village Attorney:  
Peter K. Wilson, Jr. & Steven A. Andersson  
P. O. Box 787  
2111 W. Plum Street, Suite 201  
Aurora, Illinois 60507-0787

OWNER:

Daniel D. Dolan, Sr. 765 Orchard Ave.  
Aurora, IL 60506

Copy to:

Gerald Hodge, Esq.  
2114 Deerpath Rd.  
PO Box 5030  
Aurora, IL 60506

DEVELOPER:

Brian Brunhofer, President  
Pulte Homes, IL  
2250 Point Blvd., Suite 401  
Elgin, IL 60123

Copy to:

James F. White, Esq.  
Law Office of James F. White  
330 Division Dr., Suite E  
Sugar Grove, IL 60554

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28



**24. AGREEMENT TO PREVAIL OVER ORDINANCES.**

In the event of any conflict between this Agreement and any ordinances of the VILLAGE in force at the time of execution of this Agreement or enacted during the pendency of this Agreement, the provision of this Agreement shall prevail to the extent of any such conflict or inconsistency. Except as specifically provided otherwise in this Agreement, all parties shall perform their obligations under this Agreement in accordance with all applicable State, Federal and County laws, rules, ordinances and regulations, and all Village Ordinances, resolutions and rules and regulations as uniformly applied throughout the Village at the time of reference.

**25. EMINENT DOMAIN.**

In the event any property acquisition (or easement) is required, to complete any contemplated improvement herein, from a third party, the DEVELOPER shall endeavor to acquire said property (or easement). In the event DEVELOPER is unable to acquire such necessary property (or easement), the VILLAGE shall exercise its power of eminent domain to acquire the same, provided DEVELOPER shall pay the reasonable costs (including but not limited to costs of appraisals, costs of payment of the acquisition price to said third parties, legal fees and all other costs) incurred by the VILLAGE as a result thereof. DEVELOPER shall deposit the amount of such costs reasonably estimated by the VILLAGE into a segregated, interest bearing escrow account prior to the commencement of such eminent domain proceedings by the VILLAGE. Such funds shall be utilized solely to defray such costs and all funds, including interest, remaining in such escrow account upon completion of such proceedings shall be refunded to DEVELOPER.

**26. ARMS LENGTH NEGOTIATION.**

This Agreement contains all the terms and conditions agreed upon by the Parties hereto and no other prior agreement, regarding the matter hereof shall be deemed to exist to bind the Parties. The Parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the Parties to be fair, reasonable, acceptable and contractually binding upon each of them.

**27. RESERVED.**

**28. MISCELLANEOUS**

A. Stop Orders: The VILLAGE shall issue stop orders as necessary to insure development occurs as required by this Agreement and Village Ordinances.

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HEREIN AND MADE A PART HEREOF.

B. Headings: The article headings are inserted for convenience only, and in no way define, limit or describe the scope or intent of any article or section of this Agreement.

C. Governing Law and Venue: This Agreement, and the covenants and undertakings made hereunder, are performable in Kane County, Illinois, and shall be governed by the laws of the State of Illinois. Any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

D. Mutual Assurances: The Parties shall do all things necessary or appropriate to carry out the terms and provision of this Agreement, and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as stated herein. Such actions shall include, but not be limited to, giving of such notices, holding public hearings, enactment by the VILLAGE of such resolutions, ordinances, or other measures as may be necessary to enable the Parties' compliance with the provisions of this Agreement.

E. Amendment: This Agreement, together with the exhibits attached hereto, may be amended only by the written agreement of the Parties, and execution of all required ordinances and after providing public notice as provided by law. After a portion of the Property that is the subject of this agreement has been subdivided, the VILLAGE and the owner of a subdivided commercial or residential lot may amend this Agreement as to such parcel, (as to any requirement applicable to said parcel) without obtaining the consent of the remaining landowners.

F. Counterparts. This Agreement may be signed in counterparts.

G. Incorporation of Recitals. The Recitals are material to this Agreement, and are incorporated as part of this Agreement by this reference.

H. No Obligation to Develop. Nothing contained in this Agreement shall be deemed to obligate OWNER to develop the Property, and OWNER may instead continue to utilize any portion of the Property it owns as provided for in Section 17 hereof.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF.



VILLAGE:

THE VILLAGE OF SUGAR GROVE

By: P. Sean Michels  
Village President

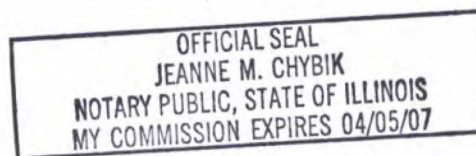
Attest: Cynthia Welsch  
Village Clerk

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF KANE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that P. Sean Michels and Cynthia Welsch, 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 8th day of March,  
2007.6

Jeanne M Chylik  
Notary Public



31

**OWNER:**

First National Bank, as successor Trustee to  
GreatBanc Trust Company, as successor Trustee to  
By: Aurora National Bank, as Trustee under Trust #1206 & 1207

Name: Angela Giannetti  
Angela Giannetti

Its: Assistant Vice President & Sr Land Trust Officer

Attest: Evelyn Sebastian  
Administrative Assistant

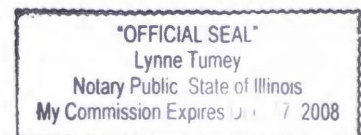
STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF ~~KANE~~ Will            )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Angela Giannetti and Evelyn Sebastian, personally known to me to be the AVP & Sr Land Tr Officer and Admin Asst. of First National Bank, an Illinois Corp., and                     , an Illinois                     , and personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such AVP/Sr Land Trust Officer and Admin Asst., they signed and delivered the said instrument and caused the corporate seal of said Admin Asst to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this 15th day of March, 2006

Lynne Tumey  
Notary Public

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.



EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF

32



DEVELOPER:

By: [Signature]

Name: JOE SEGOBIANO

Its: VP LAND

Attest: T-7 31

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF ~~KANE~~ COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Joe Segobiano and Todd Briner, personally known to me to be the VP Land and VP Land of Pulte Home Corp, an Illinois Michigan Corporation, and personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such VP Land and VP Land, they signed and delivered the said instrument ~~and caused the corporate seal of said~~ to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this 22nd day of March, 2004<sup>6</sup>



Matthew J. Lindsey  
Notary Public

## EXHIBIT LIST

Exhibit "A"	LEGAL DESCRIPTION – PLAT OF ANNEXATION
Exhibit "B"	LAND USE AND ZONING EXHIBIT
Group Exhibit "C"	PRELIMINARY P.U.D. AND PRELIMINARY PLAT
Exhibit "D"	LANDSCAPE AND DESIGN ELEMENT PLAN
Exhibit "E"	PRELIMINARY ENGINEERING PLAN
Group Exhibit "F"	STREET AND RIGHT OF WAY STANDARDS
Exhibit "F-1"	RESIDENTIAL-LOCAL
Exhibit "F-2"	BOULEVARD
Exhibit "F-3"	RESIDENTIAL-COLLECTOR
Exhibit "F-4"	GALENA BOULEVARD SECTION
Exhibit "F-5"	ULTIMATE GALENA BOULEVARD SECTION
Exhibit "G"	ANTI-MONOTONY
Exhibit "G-1"	RESIDENTIAL ARCHITECTURAL MINIMUMS
Exhibit "H"	COMMERCIAL AREA TREE PRESERVATION
Exhibit "I"	VILLAGE DEVELOPMENT RELATED FEES
Exhibit "I-1"	TRANSITION FEES
Exhibit "I-2"	CREDITS AGAINST IMPACT FEES
Exhibit "I-3"	RESERVED
Exhibit "J"	PLAN DESCRIPTION
Exhibit "K"	RECAPTURE AGREEMENT
Exhibit "L"	RESERVED
Exhibit "M"	RESERVED

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.



Exhibit "N"	PARK AMENITIES
Exhibit "O"	RESERVED
Exhibit "P"	STREET LIGHTING
Exhibit "Q"	RESERVED
Exhibit "R"	OFF SITE WATER MAIN
Exhibit "S"	PEDESTRIAN PATH SCHEMATIC
Exhibit "T"	NORTHERN WOODED AREA TREES TO BE REMOVED
Exhibit "U"	VILLAGE PARKWAY TREES
Group Exhibit "V"	ROADWAY IMPROVEMENTS:
Exhibit "W"	RESERVED
Exhibit "X"	ENGINEERING SPECIFICATIONS
Exhibit "Y"	ENGINEERING COMMENTS
Exhibit "Z"	ALLOWED USES LIST
Exhibit "AA"	FORM OF SURETY FOR MASS GRADING
Exhibit "BB"	VARIANCE LIST
Exhibit "CC"	FORM OF PURCHASER INFORMATIONAL LETTER
Exhibit "DD"	FENCE DETAIL

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

TO  
THE VILLAGE OF SUGAR GROVE

THAT PART OF SECTION 15, TOWNSHIP 30 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

[illegible]

COMMONLY KNOWN AS 41 W 356 GALFIA BOULEVARD



LEGEND

SECTION LINE  
PROPERTY LINE  
RIGHT OF WAY LINE  
ANNEXATION BOUNDARY LINE  
EXISTING CORPORATE BOUNDARY LINE

EXISTING CORPORATE LIMITS OF -  
THE VILLAGE OF SUGAR GROVE  
PER ANNEXATION ORDINANCE RECORDED  
MARCH 13, 2000 AS DOCUMENT NO. 2000K017841

WHITE UNIT 1  
12, 2000  
000-076552

TONED BY BUS

— SOUTH LINE OF THE NORTHWEST  
QUARTER OF SECTION 15-38-7

— NORTH LINE OF THE SOUTHWEST  
QUARTER OF SECTION 15-38-7

STATE OF ILLINOIS )  
COUNTY OF KANE )

THIS IS TO CERTIFY THAT THIS ACCURATE MAP OF TERRITORY ANNEXED IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF SUGAR GROVE ORDINANCE NO. \_\_\_\_\_ AND ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

BY Prof. S. H. T. ATTEST: C. L. R.

AREA OF ANNEXATION = 140.57 ACRES

POINT OF  
COMMENCING

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
 ) S.S.  
COUNTY OF WILL )

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD  
IN THE RECORDER'S OFFICE OF HAMILTON COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2006, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND RECORDED IN  
PLAT ENVELOPE NO. \_\_\_\_\_

BY: \_\_\_\_\_  
RECORDER, HAMILTON COUNTY, ILLINOIS

THERE ARE HABITABLE STRUCTURES  
AND ELECTORS ON THE PROPERTY.

GENERAL NOTES:

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
3. ZONING SHOWN PER VILLAGE OF SUGAR GROVE, 2003 ZONING MAP AVAILABLE ON THE VILLAGE OF SUGAR GROVE WEB SITE.
4. THE CORPORATE LIMITS AS SHOWN ARE FROM THE CURRENT RAIL COUNTY ASSESSORS MAP, DATING A PLOT DATE OF 1-23-2004. THE DOCUMENTS CREATING THE CORPORATE LIMITS SHOWN HEREON HAVE NOT BEEN REVIEWED BY THE SURVEYOR.
5. THE NEW CORPORATE LIMITS SHALL EXTEND TO THE FAR WEST SUBDIVISIONS AND SHALL INCLUDE ALL HIGHWAYS WITHIN THE AREA ADJACENT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
 )SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT WE, WANHARD CONSULTING LTD., HAVE PLATTED  
THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF ANNEXING THE  
SAME INTO THE VILLAGE OF SUGAR GROVE, AND THAT THE PLAT DRAWN  
HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3239  
LICENSE EXPIRES NOVEMBER 30, 2006

DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350  
— LICENSE EXPIRES APRIL 30, 2007

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT  
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

EXISTING P.I.N.'S

14-15-100-007
14-15-100-010
14-15-200-004
14-15-200-007
14-15-200-028
14-15-200-029
14-15-200-034
14-15-200-035
14-15-200-036
14-15-300-008
14-15-400-011
14-15-400-017
14-15-400-018
14-15-400-021
14-15-400-023
14-15-400-025

[illegible]

**MANHARD CONSULTING<sup>LD</sup>.**  
ENGINEERS • SURVEYORS • PLANNERS  
ENVIRONMENTAL SCIENTISTS  
2053-54 Finley Road Lombard, Illinois 60148

**DOLAN PARCEL**  
**ALLIAGE OF SUGAR GROVE**  
**PLAT OF ANNEXATION**

FRONT PANEL	3001
FRONT PANEL	P/W
FRONT PANEL	3001
FRONT PANEL	3001
DATE	07/20/04
FRONT PANEL	1" x 200"
SHEET	
1	OF 1
PULSG	3934

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

**Recorder Not Responsible  
For Reproductions**



## ANNEXATION LEGAL DESCRIPTION

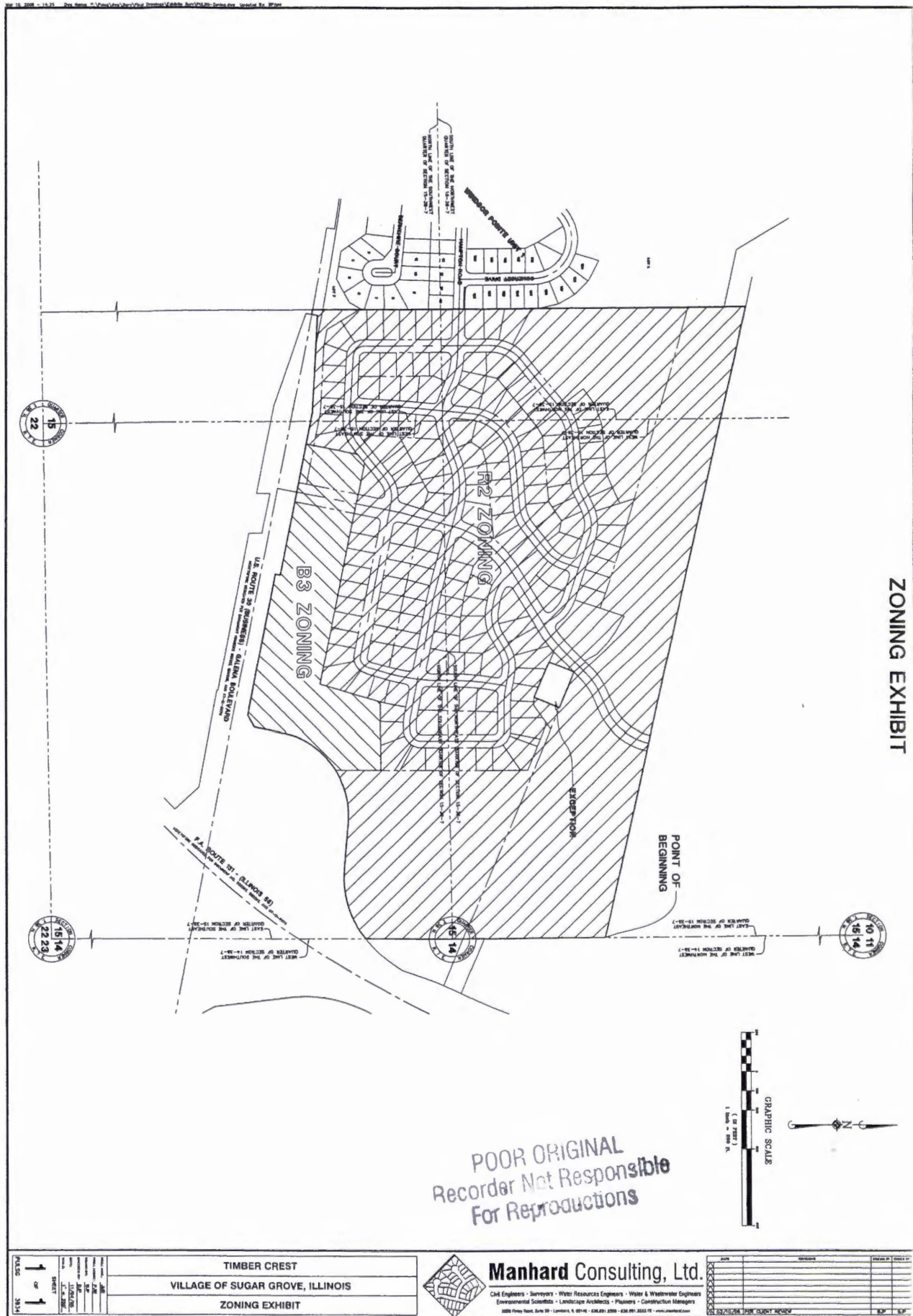
THAT PART OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, 1857.20 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST, ALONG SAID EAST LINE, 787.40 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 440.86 FEET, TO THE NORTH LINE OF F.A.I. ROUTE 141, ACCORDING TO PROCEEDINGS HELD IN THE CIRCUIT COURT FOR THE 16<sup>TH</sup> JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AS CASE 67-CI-6079; THENCE 389.14 FEET, ALONG AN ARC, CONCAVE TO THE NORTH, HAVING A RADIUS OF 532.65 FEET, WITH A CHORD BEARING SOUTH 73 DEGREES 57 MINUTES 20 SECONDS WEST, 380.54 FEET; THENCE NORTH 85 DEGREES 06 MINUTES 55 SECONDS WEST, 240.00 FEET; THENCE 412.70 FEET, ALONG AN ARC, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 449.00 FEET, WITH A CHORD BEARING SOUTH 68 DEGREES 33 MINUTES 10 SECONDS WEST, 398.32 FEET; THENCE 195.25 FEET, ALONG AN ARC, CONCAVE TO THE EAST, HAVING A RADIUS OF 359.00 FEET, WITH A CHORD BEARING SOUTH 26 DEGREES 38 MINUTES 25 SECONDS WEST, 192.85 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 158.10 FEET; THENCE SOUTH 60 DEGREES 45 MINUTES 32 SECONDS WEST, 69.05 FEET, TO THE NORTH LINE OF U.S. ROUTE 30, ACCORDING TO SAID CASE 67-CI-6079; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST, 746.13 FEET; THENCE NORTH 11 DEGREES 03 MINUTES 34 SECONDS EAST, 25.00 FEET; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST, 848.75 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 10 SECONDS WEST, 506.03 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 30.00 FEET, TO THE CENTER LINE OF SAID U.S. ROUTE 30; THENCE 23.06 FEET, ALONG AN ARC, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 22175.75 FEET, WITH A CHORD BEARING NORTH 79 DEGREES 32 MINUTES 37 SECONDS WEST, 23.06 FEET, TO A LINE DRAWN PARALLEL WITH AND 577.50 FEET WEST OF, AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 15, THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, ALONG SAID PARALLEL LINE, 2219.87 FEET; THENCE SOUTH 77 DEGREES 18 MINUTES 05 SECONDS EAST, 3335.52 FEET, TO THE POINT OF BEGINNING, EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2590.19 FEET; THENCE NORTH 67 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 1292.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 67 DEGREES 07 MINUTES 16 SECONDS WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 22 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 67 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT ANY PART THEREOF PREVIOUSLY ANNEXED, IN KANE COUNTY, ILLINOIS.

37



# Exhibit B Land Use and Zoning Exhibit



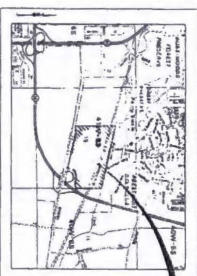
38



CORNER A, SUBDIVISION  
755 SUGAR GROVE AVENUE  
AURORA, IL 60007  
630.801.8800

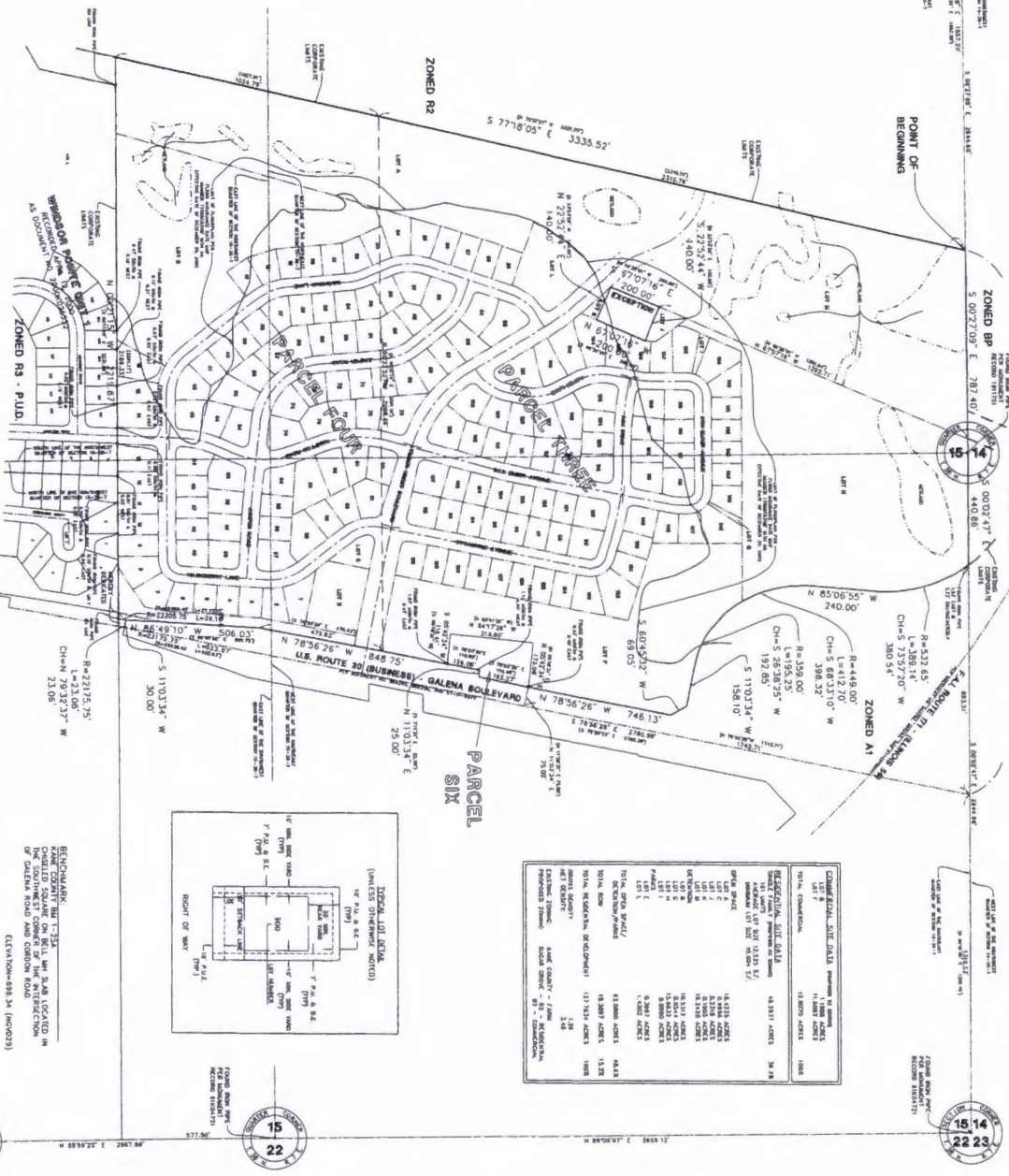
# PRELIMINARY PLAT OF SUBDIVISION TIMBER CREST A PLANNED UNIT DEVELOPMENT

BEING A SUBDIVISION OF PART OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS



LOCATION MAP  
(NOT TO SCALE)

SITE



SECTION 15, TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS  
CREATION DATE: NOVEMBER 18, 1998

NOTE:  
ALL RESIDENTIAL LOTS MUST BE CONVEYED IN  
KANE COUNTY, ILLINOIS AND MAY NOT BE RE-SUBDIVIDED

FIELD WORK COMPLETED 07/13/04

1615  
2122

TIMBER CREST  
VILLAGE OF SUGAR GROVE, ILLINOIS  
PRELIMINARY PLAT OF SUBDIVISION



**Manhard Consulting, Ltd.**  
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
Environmental Scientists • Landscape Architects • Planners • Construction Managers  
2554 Perry Park, Suite 100 • Lombard, IL 60148 • 630.951.8800 • 630.951.8801 • 630.951.8802 • www.manhard.com

NO.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
1	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD
2	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD
3	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD
4	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD
5	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD
6	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD
7	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD
8	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD
9	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD
10	07/13/04	PRELIMINARY PLAT OF SUBDIVISION	J. MANHARD	J. MANHARD	J. MANHARD

POOR ORIGINAL  
Recorder Not Responsible  
For Reproductions

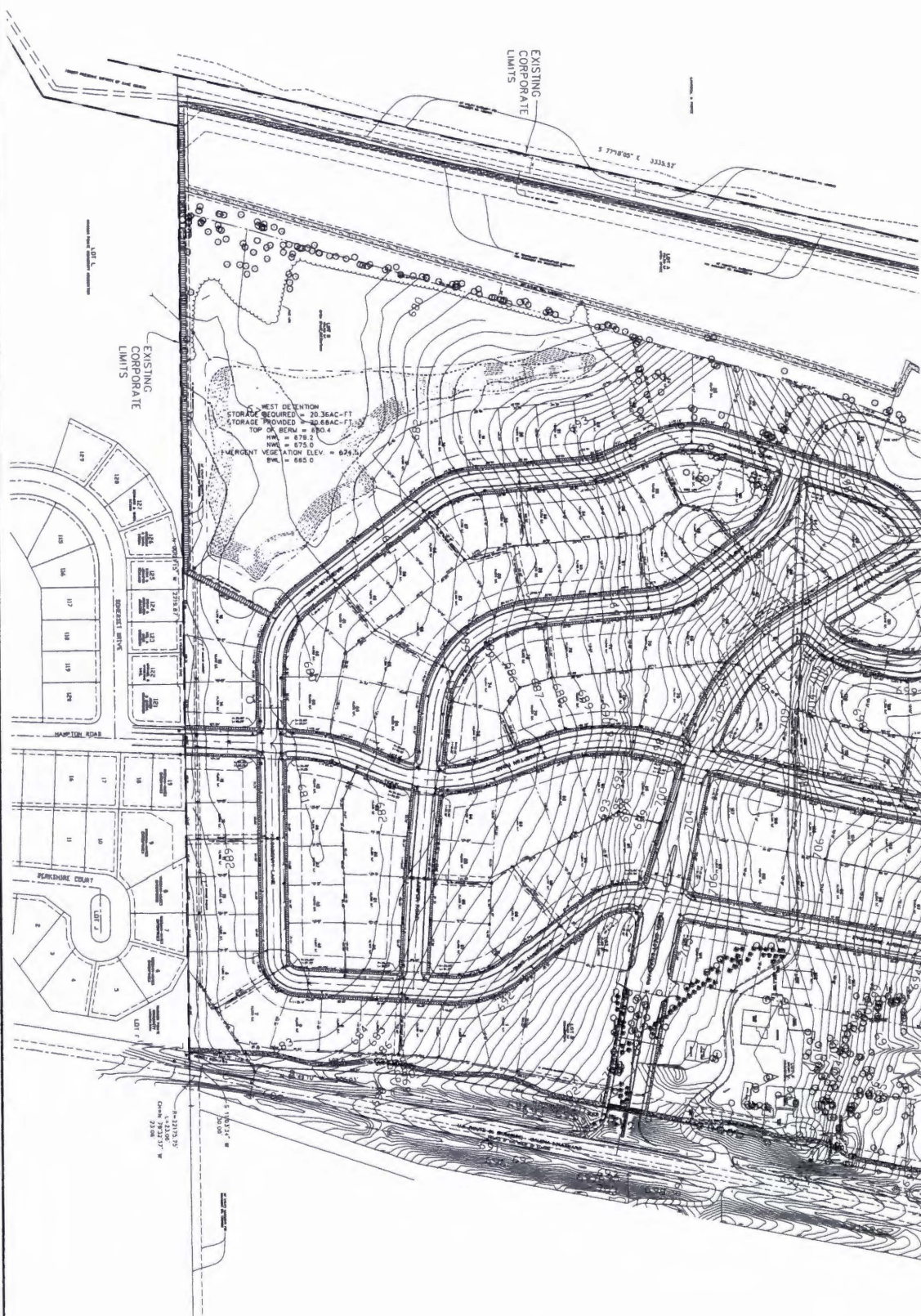
EXEMPTION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HEREOF.

39



BEING A SUBDIVISION OF PART OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANAS COUNTY, KANSAS

GRAPHIC SCALE



VILLAGE OF SUGAR GROVE, ILLINOIS  
PRELIMINARY PLAT OF SUBDIVISION



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

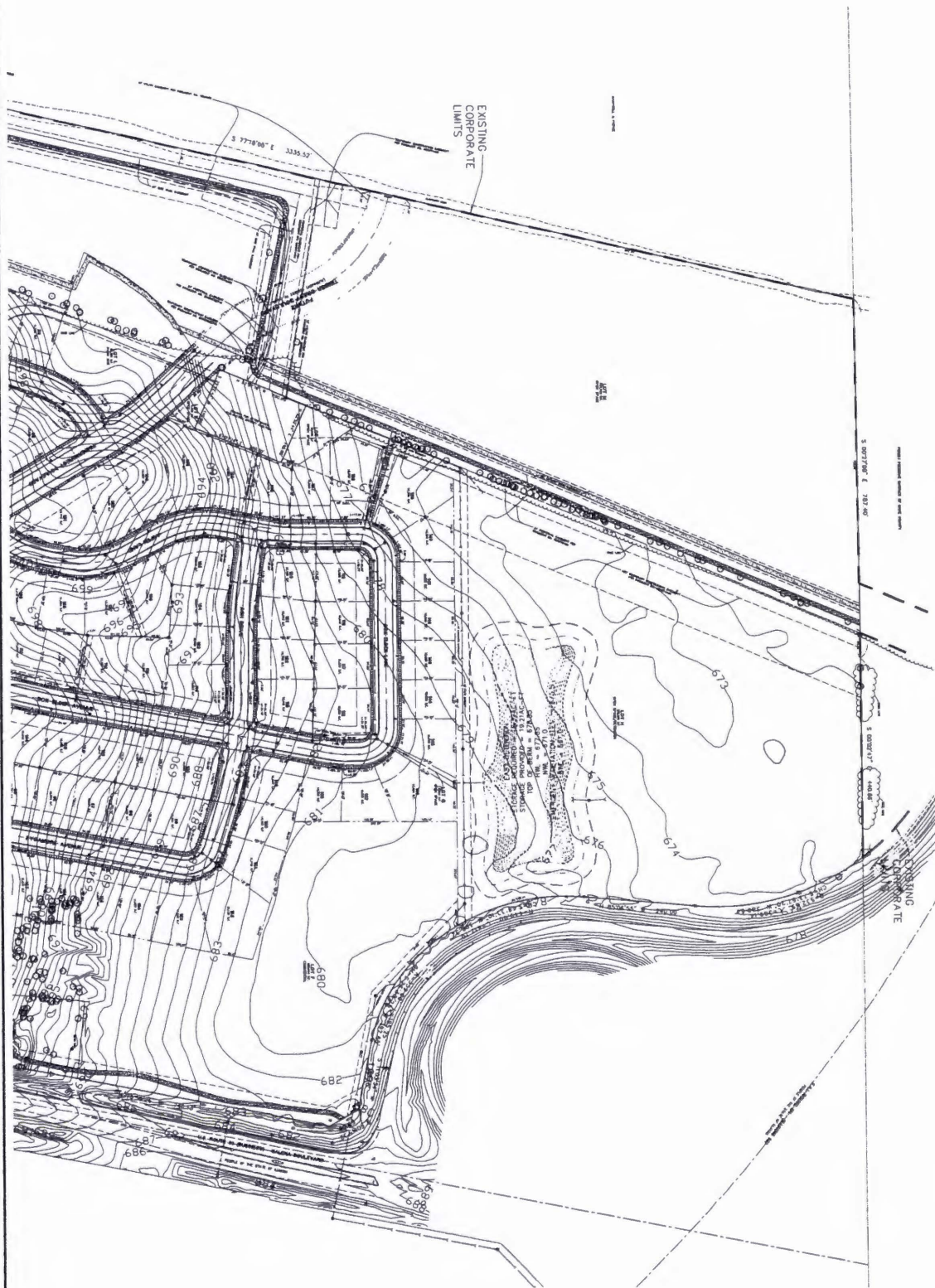
DATE	REVISIONS	ISSUED BY	CHECKED BY
07/19/02	PDI CLIENT COMMENTS	SJP	SJP
08/10/02	PDI COMMENTS FROM PLATE HOMES	SJP	SJP
08/03/05	PDI NEW LAND PLAN	SJP	SJP
10/23/05	PDI COMMENTS FROM PLATE HOMES	SJP	SJP
10/19/04	PDI COMMENTS FROM PLATE HOMES	SJP	SJP
09/23/04	PDI REVIEW COMMENTS BY SUGAR GROVE & PDI	SJP	SJP

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EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

40





**PRELIMINARY PLAT OF SUBDIVISION  
TIMBER CREST  
A PLANNED UNIT DEVELOPMENT**

BEING A SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

3	TIMBER CREST
3	VILLAGE OF SUGAR GROVE, ILLINOIS
3	PRELIMINARY PLAT OF SUBDIVISION



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 Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers  
 Environmental Scientists - Landscape Architects - Planners - Construction Managers  
 1800 Peach Street, Suite 200 - Lombard, IL 60148 - (630) 261-2000 - (630) 261-2001 - www.manhard.com

DATE	DESCRIPTION	BY	CHKD BY
08/27/2008	NEW CLIENT COMMENTS	MP	MP
08/27/2008	NEW COMMENTS FROM PLAIN FORD	MP	MP
08/27/2008	NEW COMMENTS FROM PLAIN FORD	MP	MP
08/27/2008	NEW COMMENTS FROM PLAIN FORD	MP	MP
08/27/2008	NEW COMMENTS FROM PLAIN FORD	MP	MP
08/27/2008	NEW COMMENTS FROM PLAIN FORD	MP	MP
08/27/2008	NEW COMMENTS FROM PLAIN FORD	MP	MP

**EXONERATION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HEREOF.**

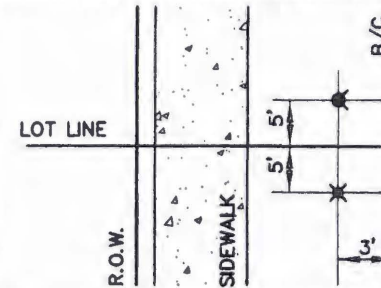
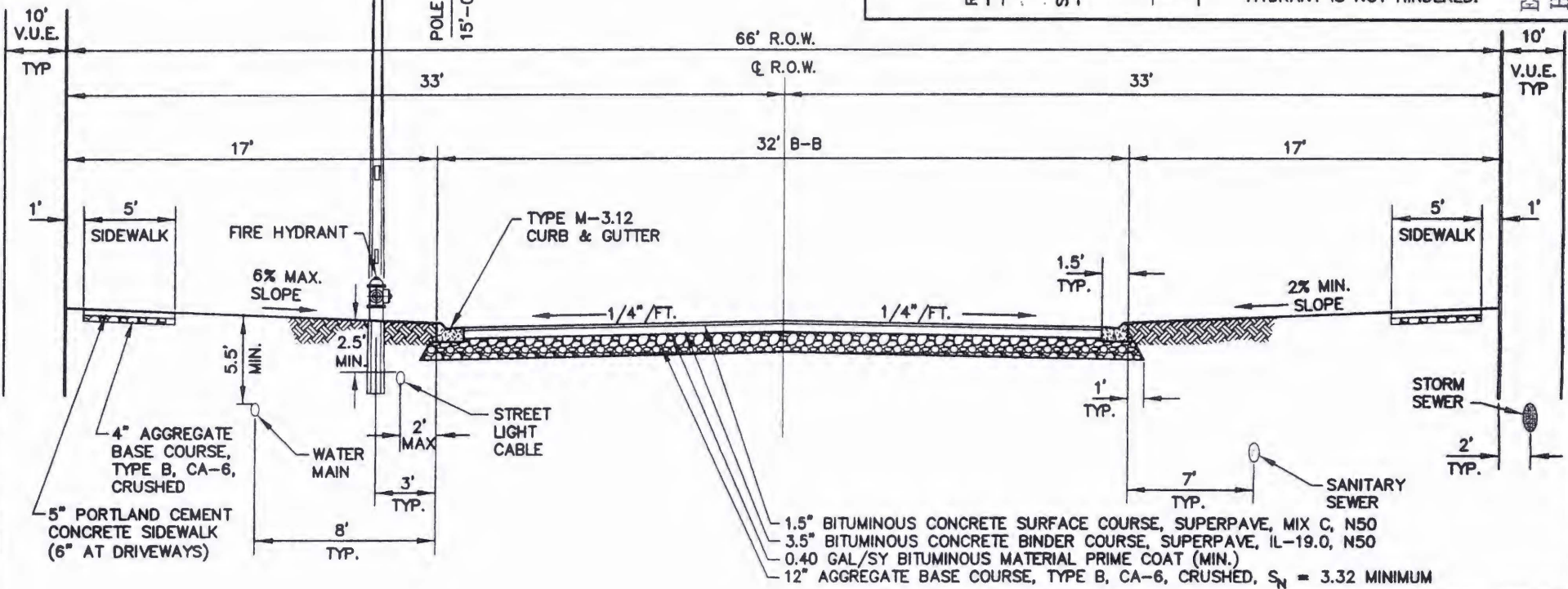
**EXONERATION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HEREOF.**

41



# EXHIBIT F-1

KING LUMINAIRE CATALOG NO.  
K56-C-T-SAR-V-100(MOG)-  
HPS-120(MT)-PE  
(AT STREET CORNERS)  
K56-C-T-SAR-III-100(MOG)-  
HPS-120(MT)-PE  
(ALL LOCATIONS EXCEPT AT  
STREET CORNERS)



10' MIN. SHALL BE PROVIDED ON EITHER SIDE OF THE HYDRANT.

STREET LIGHTS AND FIRE HYDRANTS SHALL BE PLACED BY PROPERTY LOT LINE.

FIRE HYDRANTS AND STREET LIGHTS SHALL BE LOCATED NEAR EACH OTHER, BUT SHALL ALSO HAVE ADEQUATE DISTANCE BETWEEN THEM SUCH THAT ACCESS TO THE FIRE HYDRANT IS NOT HINDERED.

EXHIBIT F-1 IS ATTACHED HERETO AND MADE A PART HEREOF.

## TYPICAL STREET AND R.O.W. SECTION RESIDENTIAL - LOCAL

**VILLAGE OF SUGAR GROVE**  
10 Municipal Drive  
Sugar Grove, IL 60054  
630/486-4507 phone - 630/486-4521 fax

SCALE:  
N.T.S.

DATE:  
1/31/05

DRAWING NUMBER:

**EX. F-1**

DRAWN BY:

WCP

REVISED:  
11/28/05

POOR ORIGINAL  
Recorder Not Responsible  
For Reproductions

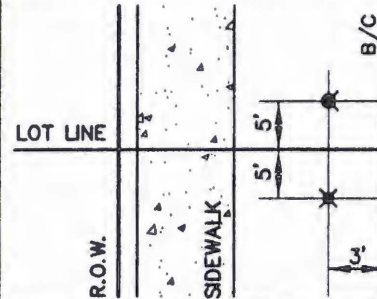


POOR ORIGINAL  
Recorder Not Responsible  
For Reproductions

## EXHIBIT F-2

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

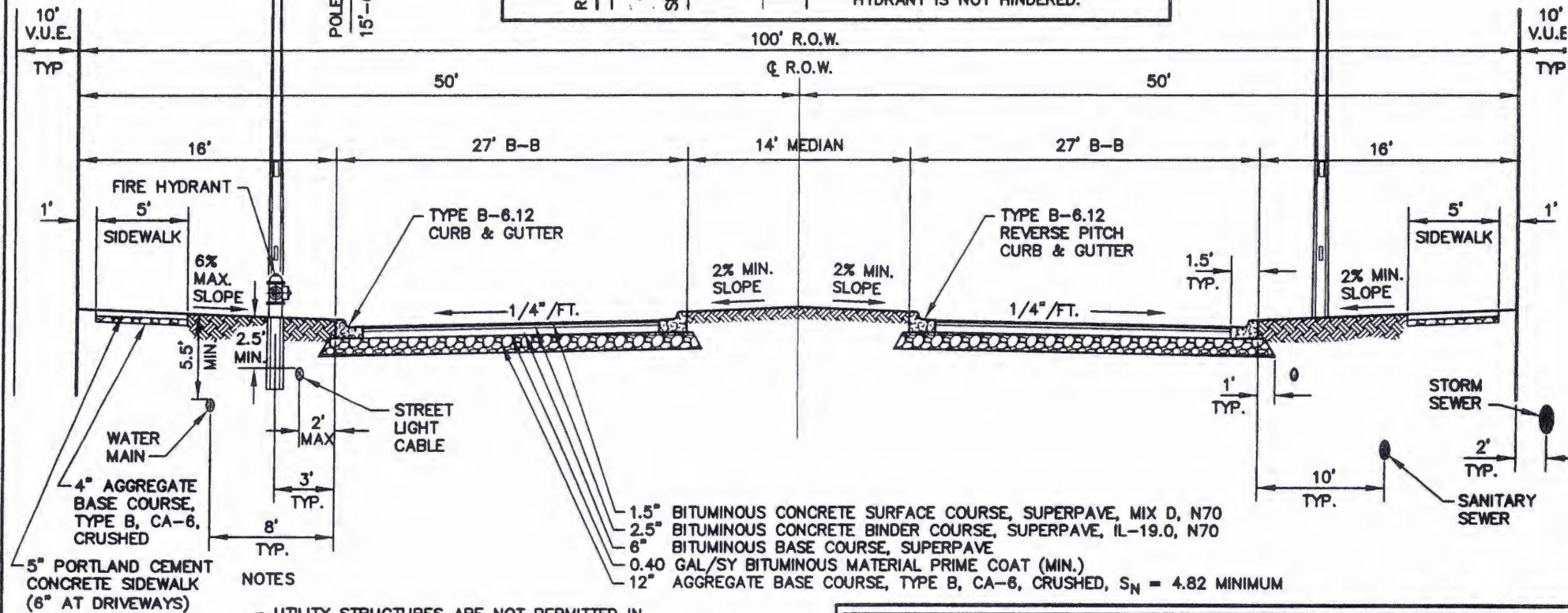
KING LUMINAIRE CATALOG NO.  
K56-C-T-SAR-V-100(MOG)-  
HPS-120(MT)-PE  
(AT STREET CORNERS)  
K56-C-T-SAR-III-100(MOG)-  
HPS-120(MT)-PE  
(ALL LOCATIONS EXCEPT AT  
STREET CORNERS)



10' MIN. SHALL BE PROVIDED ON  
EITHER SIDE OF THE HYDRANT.

STREET LIGHTS AND FIRE HYDRANTS  
SHALL BE PLACED BY PROPERTY  
LOT LINE.

FIRE HYDRANTS AND STREET LIGHTS  
SHALL BE LOCATED NEAR EACH  
OTHER, BUT SHALL ALSO HAVE  
ADEQUATE DISTANCE BETWEEN THEM  
SUCH THAT ACCESS TO THE FIRE  
HYDRANT IS NOT HINDERED.



### TYPICAL STREET AND R.O.W. SECTION FOR A BOULEVARD STREET RESIDENTIAL - MAJOR



VILLAGE OF  
**SUGAR GROVE**  
10 Municipal Drive  
Sugar Grove, IL 60554  
830/466-4507 phone - 830/466-4521 fax

SCALE:  
N.T.S.

DATE:  
3/23/04

DRAWING  
NUMBER:

**EX. F-2**

DRAWN BY:  
KKP

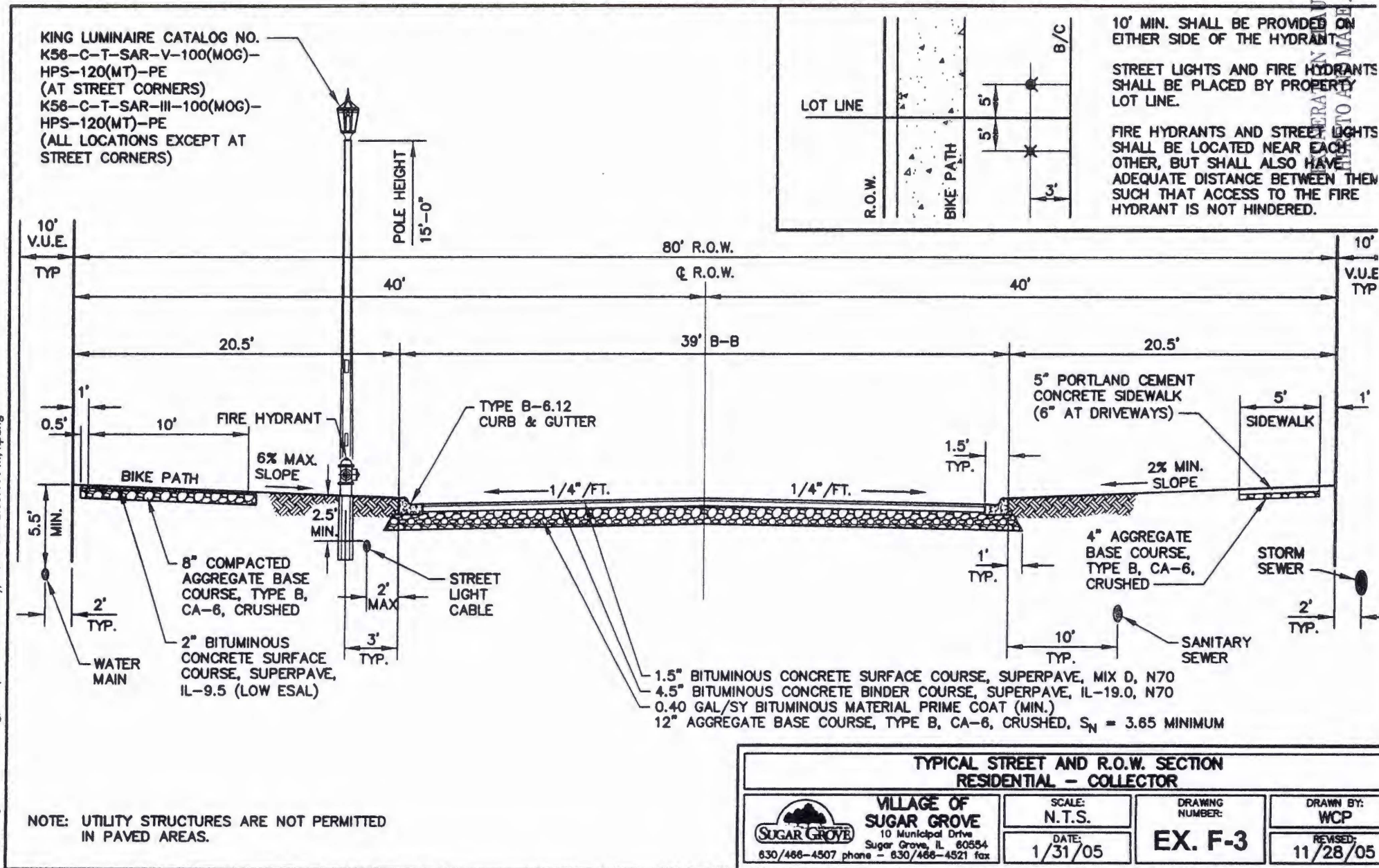
REVISED:  
11/28/05



POOR ORIGINAL  
Recorder Not Responsible  
For Alterations

USE IS ATTACHED  
TO A PART HEREOF.

# EXHIBIT F-3





## Exhibit G Anti-Monotony

The following criteria apply to homes on straight or curved streets, cul-de-sacs and corner lots.

1. No house shall have the same configuration that is within two (2) houses on both sides or on any house directly across the street from the five (5) subject houses (51% or more in lot width will be considered to be across the street). Additionally the house directly behind the corner house is included in these criteria.
2. No house shall have the same color package that is within two (2) houses on both sides or on any house directly across the street from the five (5) subject houses (51% or more in lot width will be considered to be across the street). Additionally the house directly behind the corner house is included in these criteria.
3. No ranch style (single-story) homes shall be adjacent on both sides or shall be directly across the street from the five (5) subject houses (51% or more in lot width will be considered to be across the street). Additionally the house directly behind the corner house is included in these criteria.

Please see the following pages for examples of each case.

### Definitions:

Configuration—a combination of product type, elevation, exterior fenestration (Siding, Brick I, Brick II), and color package.

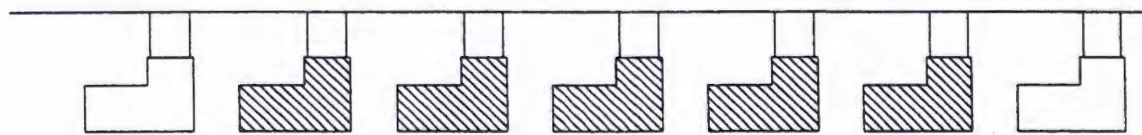
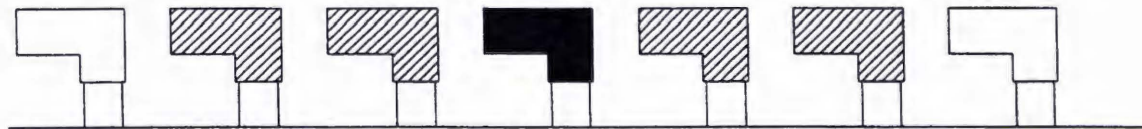
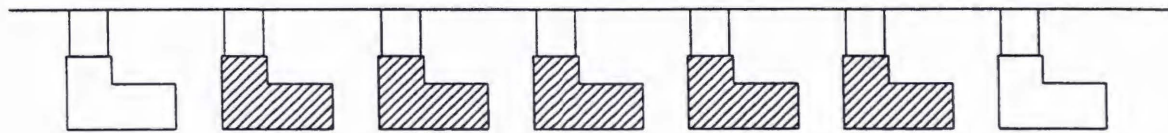
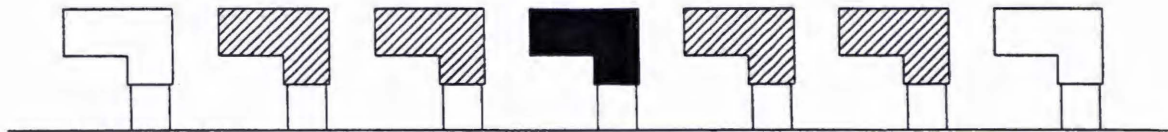
Color package—a combination of siding, brick, trim/gutter, accent, and roof colors incorporated into the exterior color fenestration of a single house.

Revised 2/21/06

  
EXONERATION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HEREOF.



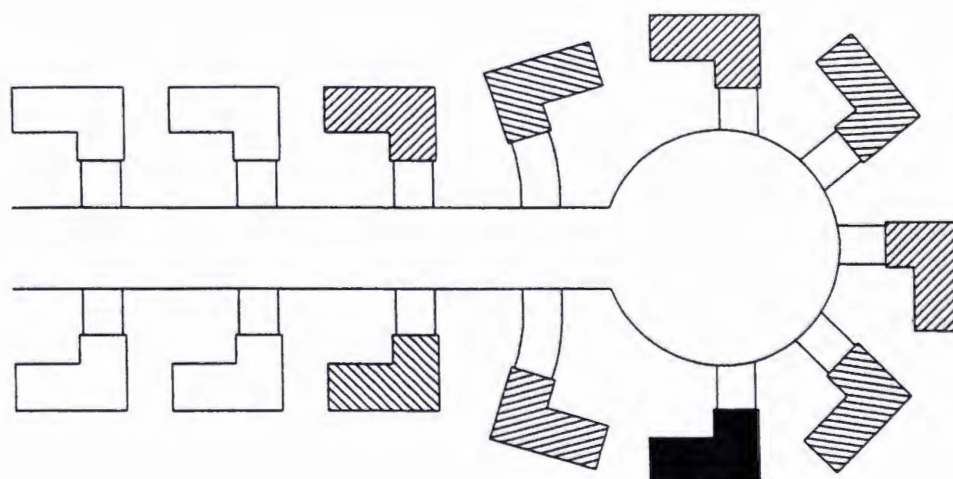
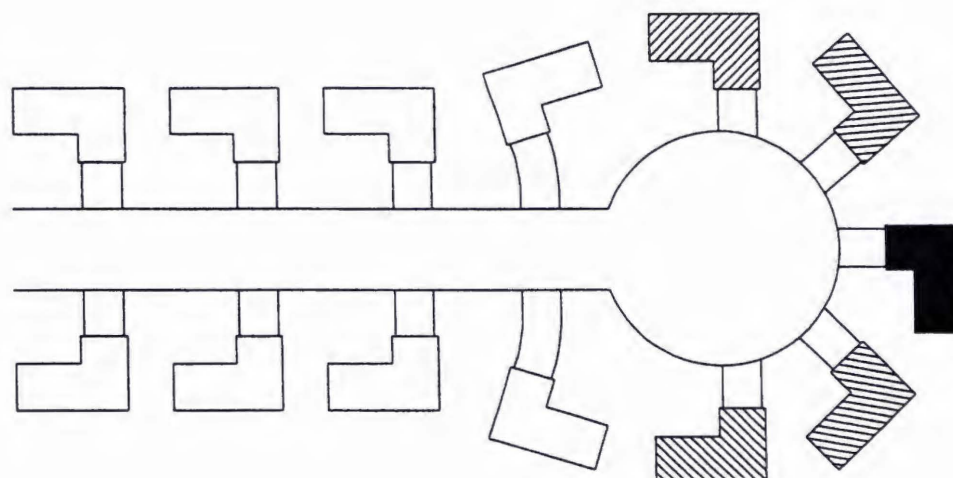




MONOTONY CODE

EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF.

8



MONOTONY CODE

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.



## **EXHIBIT G-1 – Residential Architectural Standards**

In addition to any standards required per the Annexation Agreement and Village Codes, the following minimum standards must be adhered to for all residential units. Per Section 11A of the Annexation Agreement, all final residential architecture plans must be approved by a two-thirds majority of the Village Corporate Authorities.

### **Minimum Square Footage of Living Area**

Building size of Primary Residence (minimum sq/ft excludes basement, porches and garage)

- One story home - 2200 minimum square feet
- One and one-half story home - 2400 minimum square feet
- Two story home - 2600 minimum square feet

### **General Building**

- Maximum horizontal expanse without a setback of 4', or an angular change of at least 30 degrees – 40'
- 4" minimum trim corner boards and around doors
- 10/12 minimum roof pitch on front or rear facing gables
- 8/12 minimum roof pitch on side facing gables

### **Exterior Construction Materials**

- Horizontal wood or cement board simulated wood - smooth or rough finish - maximum 6" exposure
- Vertical wood or cement board simulated wood - 1x3 batten maximum
- Natural or cultured stone
- Full or face brick – no thin or partial brick

### **Roofing Materials**

- Fire retardant wood shake shingles
- 30 year architectural composition shingles
- Slate
- Cement tile
- Metal standing seam roofs permitted for porches or other accent areas

### **Windows**

- Window width shall not exceed height
- Window height shall not exceed three times width
- Minimum height for first floor windows is 60"
- Minimum height for second floor windows is 48"
- Corner lots shall have a minimum of two first floor windows on the corner side elevation
- 4" minimum trim boards on windows (not required on windows with shutters)
- Exceptions to these restrictions for windows as to windows above the kitchen sink and decorative windows may be approved by the Village when the architectural elevations are approved.

### **Garages**

- Not less than a two-car capacity
- 3 car front load garage must have at least 2' offset and not to exceed 50% of the elevation.
- Front load garage doors must have windows
- Garage doors must have raised or recessed panels

### **Outbuildings/Storage Sheds**

- Outbuildings and storage sheds are hereby prohibited. The Covenants of the OWNER shall also prohibit said structures and shall provide that said restriction may only be amended with the consent of the VILLAGE. Should the Village agree to an amendment of the covenants, the prohibition hereof shall be void to the extent of the amendment.

### **Fences**

- Fences, except for those specifically required by this Annexation Agreement, are hereby prohibited. The Covenants of the OWNER shall also prohibit said fences and shall provide that said restriction may only be amended with the consent of the VILLAGE. Should the Village agree to an amendment of the covenants, the prohibition hereof shall be void to the extent of the amendment.

### **Fireplaces**

- Any fireplace on, adjacent to, or within five (5) feet of an exterior wall shall be equipped with a full-height masonry chimney unless such fireplace is equipped with a horizontal, direct-vent through an exterior wall.
- Direct-vent fireplaces shall be permitted provided that: 1) the direct vent does not protrude more than nine (9) inches from the surface of the exterior wall; 2) the entire vent is contained within an area not larger than nine (9) inches in radius from the centerpoint of the vent; 3) the vent is not located on any side of a structure facing a roadway; 4) the vent is installed in accordance with all applicable standards, codes and ordinances; and, 5) the fireplace on which the direct vent is installed does not require a 'bump-out' or other protrusion from the exterior walls of the house, other than the permitted vent protrusion.

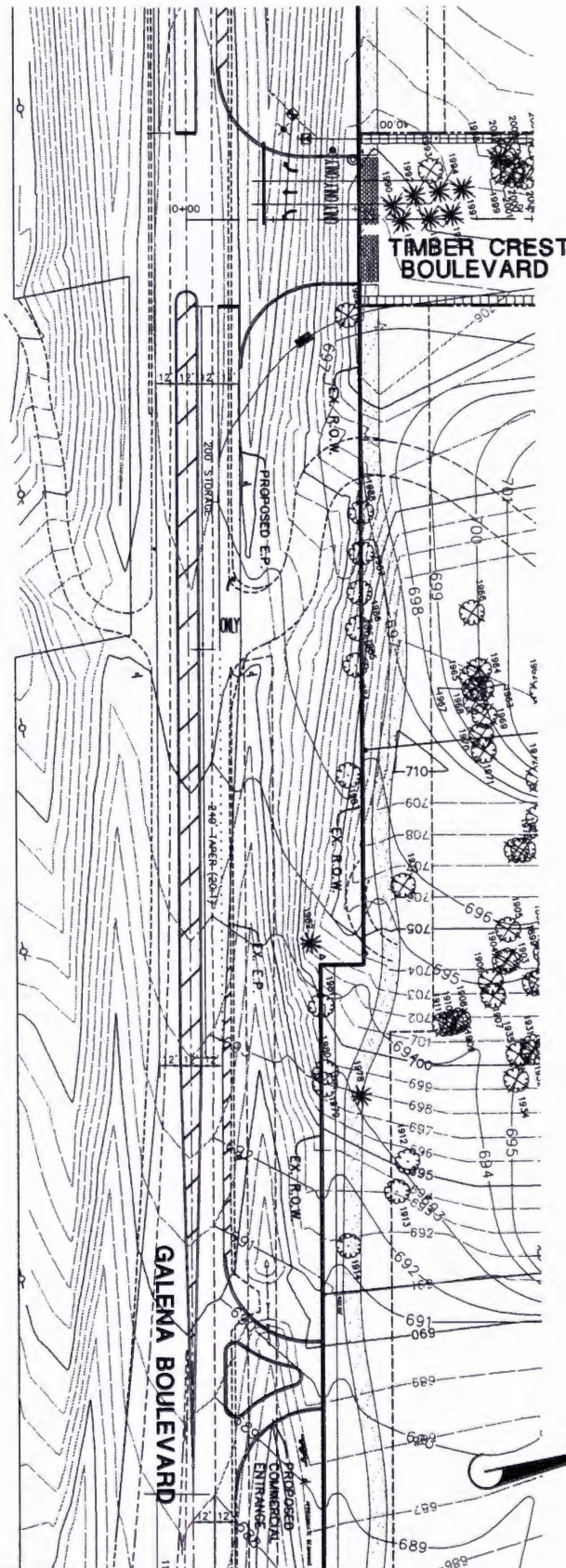
### **Mailboxes**

- No masonry mailboxes are permitted

### **Decks**

- Landings shall be required for stairs on decks that exceed six feet in height
- Stairs off a landing must change direction by at least 90 degrees





( IN FEET )  
1 inch = 100 ft.

# GRAPHIC SCALE

- SYMBOL LEGEND**
- X = TREE TO BE REMOVED
  - ⊙ = DECIDUOUS TREE
  - \* = CONIFEROUS TREE

POOR ORIGINAL  
Recorder Not Responsible  
For Reproductions

TIMBER CREST SUBDIVISION

SUGAR GROVE, ILLINOIS

TREE REMOVAL EXHIBIT

PROJ. MGR.: **PJW**  
DRAWN BY: **NRH**  
DATE: **02-13-06**  
SCALE: **1"=100'**



## Manhard Consulting, Ltd.

Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers  
Environmental Scientists • Landscape Architects • Planners • Construction Managers  
2050 Finley Road, Suite 50 • Lombard, IL 60148 • 630.691.8500 • 630.691.8585 FX • [www.manhard.com](http://www.manhard.com)

SHEET

### EXHIBIT H

PULSG

3934

EXHIBIT H IS ATTACHED  
HERE TO AND MADE A PART HEREOF.



**Exhibit I**  
**Village Development Related Fees**

All Fees per Unit Unless Otherwise Indicated

<b>FEE</b>	<b>TIMING OF PAYMENT</b>	<b>AMOUNT</b>
<b>VILLAGE FEES</b>		
Water Study Fee	At Annexation	20.00 per acre
Building Permit	Payable per VILLAGE Ordinance	25.00/100 sq. ft. and Note 1
Certificate of Occupancy	Payable per VILLAGE Ordinance	90.00 and Note 1
Unit Engineering Review	Payable per VILLAGE Ordinance	390.00 and Note 1
Water Meter	Payable per VILLAGE Ordinance	Note 2
Other Fees	Payable per VILLAGE Ordinance	Note 3
Capital Improvement	At Building Permit	6,878.00 and Note 1
Sewer Connection	At Building Permit	1,500.00 and Note 1
Water Connection	At Building Permit	4,637.50 and Notes 1 and 5
Life Safety – Police	At Building Permit	200.00 and Note 1
Life Safety – Streets	At Building Permit	200.00 and Note 1
Emergency Warning	At Final Plat	50.00 per acre and Note 1
Road Impact	At Building Permit	2,100.00 and Notes 1 and 5
Commercial	At Building Permit	Zero
Transition	At Certificate of Occupancy	Exhibit I-1
<b>SCHOOL FEES</b>		
Land Cash	At Building Permit	Note 4
Capital Impact	At Building Permit	Note 4
Transition	At Certificate of Occupancy	Exhibit I-1
<b>PARK FEES</b>		
Land Cash	At Building Permit	Note 4
Capital Impact	At Building Permit	Note 4
Transition	At Certificate of Occupancy	Exhibit I-1
<b>FIRE FEES</b>		
Capital Impact	At Building Permit	486.00 and Note 1
Transition	At Certificate of Occupancy	Exhibit I-1
<b>LIBRARY FEES</b>		
Capital Impact	At Building Permit	212.00 and Note 1
Transition	At Certificate of Occupancy	Exhibit I-1
<b>TOWNSHIP FEES</b>		
Capital Impact	At Building Permit	None
Transition	At Certificate of Occupancy	Exhibit I-1
<b>OTHER AGENCY FEES</b>		
Capital Impact	At Building Permit	None
Transition	At Certificate of Occupancy	Exhibit I-1



Note 1 - All fees may be altered and increased at the discretion of, and by, the VILLAGE as provided in Section 3A of this Agreement.

Note 2 - Varies by size of meter, amount to be paid shall be that amount set by VILLAGE. Said fee may be altered and increased at the discretion of, and by, the VILLAGE as provided in Section 3A of this Agreement.

Note 3 - Except as specified herein, the amount of all other fees imposed by VILLAGE shall be that amount set by VILLAGE. Said fees may be altered and increased at the discretion of, and by, the Village as provided in Section 3A of this Agreement.

Note 4 - To be paid based on calculation of fee in accordance with VILLAGE Policy. Said fee calculation may be altered and increased at the discretion of, and by, the Village as provided in Section 3A of this Agreement.

Note 5 - Said Water Connection Fee and Road Impact Fee shall receive credits against the amount due as provided on Exhibit I-2.

**Exhibit I-1  
Transition Fees**

A transition fee shall be paid for all residential units at the time of certificate of occupancy application. For calendar years 2005 through 2013 the transition fee shall be based on the total final sales price of each unit, a 15 month lag period and the most recent total tax rates for the Village of Sugar Grove, Kaneland School District #302, Sugar Grove Fire District, Sugar Grove Park District, Sugar Grove Library District and Sugar Grove Township. The Kaneland School District #302, Sugar Grove Fire District, Sugar Grove Park District, Sugar Grove Library District and Sugar Grove Township portion of the fee shall be assessed at 50% for 2005, 60% for 2006, 70% for 2007, 80% for 2008, 90% for 2009 and 100% for 2010 through 2013. The portion of the fee for the Village of Sugar Grove shall be assessed at 100% for 2005 through 2013. For 2005 through 2013 the transition fee shall be calculated by taking the final total sales price of each residential unit, divided by 3, multiplied by the total tax rate for each of the applicable entities, divided by 100, multiplied by 1.25 and multiplied by the appropriate assessment percentage. Beginning 2014 the transition fee shall be determined at the sole discretion of the Village of Sugar Grove.

2005 Example

$\$280,000 / 3 \times 4.68050 \text{ (Kaneland)} / 100 \times 1.25 \times 50\% = \$2,730.29$   
 $\$280,000 / 3 \times 0.53260 \text{ (Village)} / 100 \times 1.25 \times 100\% = \$621.37$   
 $\$280,000 / 3 \times 0.49800 \text{ (Fire)} / 100 \times 1.25 \times 50\% = \$290.50$   
 $\$280,000 / 3 \times 0.12910 \text{ (Park)} / 100 \times 1.25 \times 50\% = \$75.31$   
 $\$280,000 / 3 \times 0.11140 \text{ (Library)} / 100 \times 1.25 \times 50\% = \$64.98$   
 $\$280,000 / 3 \times 0.09500 \text{ (Township)} / 100 \times 1.25 \times 50\% = \$55.42$

Transition Fee \$3,837.87



## Exhibit I-2

### Credits against Fees

#### Credits against Water Connection Fees

DEVELOPER shall receive the following credits against Water Connection Fees delineated on Exhibit "I" (assuming completion of improvements required under Exhibit "R" are made):

1) Water Looping Credit of \$2,124.22 per unit (assuming 161 units-to be re-prorated if unit count changes).

2) Additional Credit: An additional credit for easement or land acquisition costs from third parties, if any shall be determined based on the actual costs incurred (as approved by the VILLAGE) after acquisition has been completed and prorated against the remaining lots to be developed on the Property. If the acquisition is completed after build out of the development, or during build out, but at a point where there are insufficient water fees remaining due by DEVELOPER to provide a full credit for the costs for easement or land acquisition from third parties, then the VILLAGE shall rebate the DEVELOPER the amount of said costs that cannot be so credited.

#### Credits against Road Impact Fee

DEVELOPER shall receive the following credits against Road Impact Fees delineated on Exhibit "I":

1) Engineering costs for extension & bridge design of Timber Crest Drive to the north.

Credit of \$161.16 per unit (assuming 161 units-to be re-prorated if unit count changes).

EXONERATION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HEREOF.



## **Exhibit J**

### **A Plan Description for** *Timber Crest Planned Unit Development*

**NOTE:** This Plan Description provides an overview of the Timber Crest Development; it does not contain an exhaustive list of specific details, nor does it contain all of the restrictions or benefits conferred by the Timber Crest Annexation Agreement ("Agreement") of which it is a component.

#### **General**

The subject property is generally located north of Galena Boulevard and west of Illinois Route 56. The site is approximately 140.5704 acres with a proposed development of commercial and residential land uses. The Preliminary Plan for the property consists of 161 single family homes with an overall density of approximately 1.15 dwelling units per acre, with approximately an additional 12.8070 acres of commercial land.

The development also includes 1.7399 acres of dedicated parkland, 26.3478 acres of stormwater management area and a combined total of approximately 62.0800 acres of open space. The residential neighborhoods and dedicated parkland will be interconnected through bike path systems, pedestrian infrastructure, and open space corridors. The development will also connect with neighboring trail systems and will provide a link between existing developments and trails.

#### **Zoning**

The zoning for the subject property shall be R-2 *Single Family Detached Residential*, and B-3 *Regional Business District*, each with a special use for a planned unit development. Permissible uses shall be as provided in the Annexation Agreement.

#### **Lot Size**

Minimum lot size for the single family development shall be 10,004 square feet, and average lot size shall be approximately 12,525 square feet. A total of 161 single family homes shall be allowed to be constructed on the subject property.

#### **Minimum Lot Width**

The minimum lot width for the single family homes on the subject property shall be 75 feet.

#### **R-2 Residential Setbacks**

Setbacks:

Front Yard -	30 feet per final plan
Rear Yard -	30 feet per final plan
Corner Side Yard -	30 feet (minimum)
Interior Side Yard -	10 feet (minimum)

#### **Commercial Setbacks**

EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF.

67



Setbacks: Per the B-3 Zoning Standards

**Maximum Building Height, Building Product Type**

The maximum building height for the subject property shall be 35 feet. The single family home product shall be consistent with the architectural standards as indicated on Exhibit G-2, and in compliance with the provisions of the Agreement. Any development of the commercial areas of the property shall be subject to a minor planned development being applied for and received, and all design shall be subject to the sole discretion of the Village of Sugar Grove.

**General Provisions**

Accessory building uses, home occupations, permitted obstructions in required yard areas and special uses shall be established in accordance with the Village of Sugar Grove Zoning Ordinance. The Agreement contains additional restrictions on permitted uses in certain buffer, easement and yard areas.

**School/Park Donation**

The school donation requirement will be met through a fee paid at the time of issuance for each Building Permit.

Approximately 1.4302 acres are being donated to the Sugar Grove Park District and approximately 34 acres are proposed to be donated to the Kane County Forest Preserve to fulfill the required park obligation. The balance of any park balance shall be in cash or improvements to the park(s). The developer shall also install certain specified equipment on the property donated to the Sugar Grove Park District, in accordance with the requests of the District.

**Site Access**

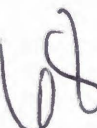
Ingress and Egress for the development has been established through a full access point at Galena Boulevard and Timber Crest Drive. A future planned extension of Timber Crest Drive to Golfview Drive/Hankes Road would provide additional access. There shall be a future "right in right out" access to the commercial area along Galena Boulevard. The following are right of way dimensions for the development:

Galena Boulevard-	40-70 feet (from centerline)
Golfview/Timber Crest Drive-	80-100 feet
Internal Roadways -	66 feet

The pavement width for the internal roadways will be constructed at 32 feet measured from the back of curb to the back of curb based on the approved Preliminary Plat (Exhibit C).

**Model Homes and Home Construction**

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.



The developer shall be permitted to construct model homes in the neighborhood during development. Model and production homes may be constructed upon issuance of building permits and completion of a binder surface road, but may not be issued a Certificate of Occupancy until sufficient utilities and public improvements are extended to such homes in accordance with the Agreement.

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF

Handwritten signature or initials in black ink, appearing to be 'i 9' or similar.



Exhibit "K"

**RECAPTURE AGREEMENT**

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Steven A. Andersson  
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.  
2111 Plum Street, Suite 201  
P.O. Box 787  
Aurora, IL 60507-0787  
Phone: (630) 801-9699  
Fax: (630) 801-9715

**RECAPTURE AGREEMENT**

THIS RECAPTURE AGREEMENT ("Agreement"), is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation ("Village") \_\_\_\_\_, an \_\_\_\_\_ ("Developer").

**RECITALS:**

A. Developer is the owner and developer of that certain real estate development located within the corporate limits of the Village and commonly known as Timber Crest Subdivision ("Subdivision").

B. Developer and the Village have heretofore entered into that Annexation Agreement dated \_\_\_\_\_, 2006 ("Annexation Agreement") pertaining to the annexation and development of the Subdivision within the Village.

C. Developer desires to recapture an allocable share of the costs of constructing certain of the public improvements for the Subdivision ("Recapture Items") which will provide benefit to other properties ("Benefited Properties") from the owners of the Benefited Properties ("Benefited Owners").

D. Developer and the Village are desirous of entering into this Agreement to provide for the fair and allocable recapture by Developer of the proportionate costs of the Recapture Items from the Benefited Owners, to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **RECAPTURE ITEMS.** The Recapture Items, being elements of the public improvements to be constructed as a part of the development of the Subdivision, are identified in Attachment "A" attached hereto ("Recapture Schedule"). The Recapture Schedule identifies each Recapture Item and the cost to construct each Recapture Item ("Cost") and the amount allocable to the Benefited Parcels. Developer shall have caused each of the Recapture Items to be constructed in compliance with the provisions of the Annexation Agreement and to be accepted and conveyed to the Village in accordance with applicable ordinances of the Village.
2. **BENEFITED PROPERTIES.** The Benefited Properties are legally described in the Recapture Schedule attached hereto as Attachment "B". Each parcel of real estate contained within the Benefited Properties is referred to herein individually as a "Benefited Parcel". There are a total of \_\_\_\_\_ (\_\_\_) Benefited Parcels as identified in the Recapture Schedule. None of the Property set forth in the Annexation Agreement shall be considered Benefited Property under this Agreement.
3. **RECAPTURE COSTS.** The Recapture Item(s) which the Corporate Authorities of the Village have determined will benefit a Benefited Parcel and the prorata share of the Cost of each such Recapture Item to be allocated to such Benefited Parcel are set forth in the Recapture Schedule. The aggregate amount of the proportionate share of the Cost for each of the Recapture Items allocable to a Benefited Parcel is referred to herein as the "Recapture Costs". The Recapture Costs for each of the Benefited Parcels shall be as identified in the Recapture Schedule. No Interest shall accrue on the Recapture Costs.
4. **COLLECTION OF RECAPTURE COSTS.** The Village shall assess against and collect from the Benefited Owner of a Benefited Parcel, or any portion thereof, his successors and assigns, the Recapture Cost, calculated under Paragraph 3 of this Agreement for such Benefited Parcel. At such time as a Benefited Owner, or its agent or representative, annexes and/or subdivides a Benefited Parcel, or any portion thereof, or subdivides the Benefited Parcel from a larger parcel of land, or applies to the Village for issuance of a permit for connection to all or any of the Recapture Items, whichever shall first occur, the Village shall collect from such Benefited Owner, or its agent or representative,



the applicable Recapture Costs, owed hereunder by such Benefited Parcel. No Benefited Parcel which is a part of a subdivision (whether by plat or division by deed) shall be approved or recognized by the Village or be issued a connection permit to a Recapture Item by the Village until such Benefited Parcel has fully paid the applicable Recapture Costs, owed by such Benefited Parcel under this Agreement.

5. **PAYMENT OF RECAPTURE COSTS.** Any Recapture Costs, collected by the Village pursuant to this Agreement shall be paid to Developer, or such other person or entity as Developer may direct by written notice to the Village. It is understood and agreed that the Village's obligation to reimburse Developer shall be limited to funds collected from the Benefited Owners as provided herein, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the Village to make payments from its general corporate funds or revenue.

6. **VILLAGE'S OBLIGATION.** The Village and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections of the Recapture Costs, for each Benefited Parcel. Neither the Village or any of its officials shall be liable in any manner for the failure to make such collections, and Developer agrees to hold the Village, its officers, employees and agents, harmless from the failure to collect said fees. In any event, however, Developer and/or the Village may sue any Benefited Owner owing any Recapture Costs, hereunder for collection thereof, and in the event Developer initiates a collection lawsuit, the Village agrees to cooperate in Developer's collection attempts hereunder by allowing full and free access to the Village's books and records pertaining to the subdivision and/or development of the Benefited Parcel and the collection of any Recapture Costs therefor. In the event the Village and any of its agents, officers or employees is made a party defendant in any litigation rising out of or resulting from this Agreement, Developer shall defend such litigation, including the interest of the Village, and shall further release and hold the Village harmless from any judgment entered against Developer and/or the Village and shall further indemnify the Village from any loss resulting therefrom. The Village shall have no obligation to defend any such suit or suits after notice to Developer, and if a final judgment (by default or otherwise), after all appeals have been exhausted, is entered declaring said recapture agreement or ordinance void or unenforceable (either in whole or in part), the Village may thereafter allow Benefited Parcels to connect to such services as were specified in the recapture agreements or ordinances consistent with any such order of court. In the event a money judgment is obtained for the return of money Developer has collected under this recapture agreement, the Developer shall pay said amounts consistent with such order, after all appeals have been exhausted.



7. VILLAGE'S COLLECTION FEE AND OTHER FEES AND CHARGES.

Nothing contained in this Agreement shall limit or in any way affect the rights of the Village to collect other fees and charges pursuant to Village ordinances, resolutions, motions and policies. The Recapture Costs provided for herein for each Benefited Parcel is in addition to such other Village fees and charges. The Village shall assess and deduct from each payment made pursuant to this agreement an administrative fee of \_\_\_% of each payment. Said fee shall be added to the Villages general fund accounts or as otherwise directed by the Village Administrator.

8. TERM. This Agreement shall remain in full force and effect for a period of five (5) years from the date hereof, unless sooner terminated by the mutual agreement of the parties hereto or by the completion of all duties to be performed hereunder.

9. LIEN. The recordation of this Agreement against the Benefited Properties shall create and constitute a lien against each Benefited Parcel, and each subdivided lot hereafter contained therein, in the amount of the Recapture Costs, plus interest, applicable hereunder to such Benefited Parcel.

10. MISCELLANEOUS PROVISIONS.

A. Amendment: This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefited Properties.

B. Binding Effect: Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Developer and any successor municipal corporation of the Village.

C. Enforcement: Each Party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding in force and compel performance of this Agreement.

D. Recordation: A true and correct copy of this Agreement shall be recorded, at Developer's expense, with the Kane and/or Kendall County Recorder's office. This Agreement shall constitute a covenant running



with the land and shall be binding upon the Benefited Properties in accordance with the terms and provisions set forth herein.

E. Notices: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the U.S. mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Village:           Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554  
Attn: Village Clerk  
Phone: (630) 466-4507  
Fax: (630) 466-4526

With a copy to:       Mickey, Wilson, Weiler, Renzi &  
Andersson, P.C  
2111 Plum Street, Suite 201  
P.O. Box 787  
Aurora, IL 60507-0787  
Attn: Steven A. Andersson/Peter K. Wilson, Jr.  
Phone: (630) 801-9699  
Fax: (630) 801-9715

If to Developer:

With a copy to:

F. Severability: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefited Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.

G. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement, regarding the matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.

H. Captions and Paragraph Headings: Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

I. Recitals and Exhibits: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

DEVELOPER:

\_\_\_\_\_  
an \_\_\_\_\_,

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

VILLAGE:

VILLAGE OF SUGAR GROVE,  
an Illinois municipal corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

75



## Exhibit "N"

### NuToys Play Component Amenities

1. Rock & Ridge Climbing Structures – Stand alone units in combination
2. Ridge Climbing Structures – Stand alone unit
3. Modular Tot Unit – Play Odyssey Deck w/ Super Shingle Roof, Slide, Climber and Post Accessories
4. Age appropriate Signage (Qty. 2) for defined user groups
5. Arch Swing – Two Bay (Belt Swings – Qty. 2 & Two Toddler Bucket Seats – Qty. 2)
6. Sky Rail – Stand alone unit
7. Saddle Spinner – Stand alone unit
8. Talk Tubes (Qty. 4)
9. Block Climbers – Brown, Pine Green
10. Installation – Shipping & Fall Attenuation
11. Installation – Materials & Labor
12. Color Schedule – Brown (Post), Pine Green (Roof & Accessory Accents) & Tan (Accessory Accents)

### Miscellaneous Amenities

1. Park Name Signs (Qty. 2) – Parvin/ Clauss Signs (Timber Crest Park & Belle Vue Park)
2. Interpretive Signs (Qty. 2) – Lynda Wallis (Timber Crest Park & Belle Vue Park)
3. MUTCD Signs (Qty. 4) – Signs Now/ Al Grossman (Playground Sign) \$50 each
4. Regulatory Signage (Qty. 4) – Sugar Grove Park District (Park Rules) \$75 each
5. Park Benches (Qty. 4) – 60" Blk Pwdr Coat, Grey Durawood, Surface Mount \$850 each + \$175 SH
6. Picnic Tables (Qty. 6) – Belson Equipment (Park Chief 3-Wood \$395 & 3-Aluminum \$540)
7. Trash Barrels (Qty. 6) – Environmental Safety Group (55 Gallon Glossy Black Drums)
8. Bicycle Racks (Qty. 2) – Madrax 5 Loop - 7 Bike S.S./ Mike Schramm 253.5744
9. Concrete Sidewalks & Containment – Materials & Labor
10. Landscaping Trees & Perennials – Materials & Labor

76

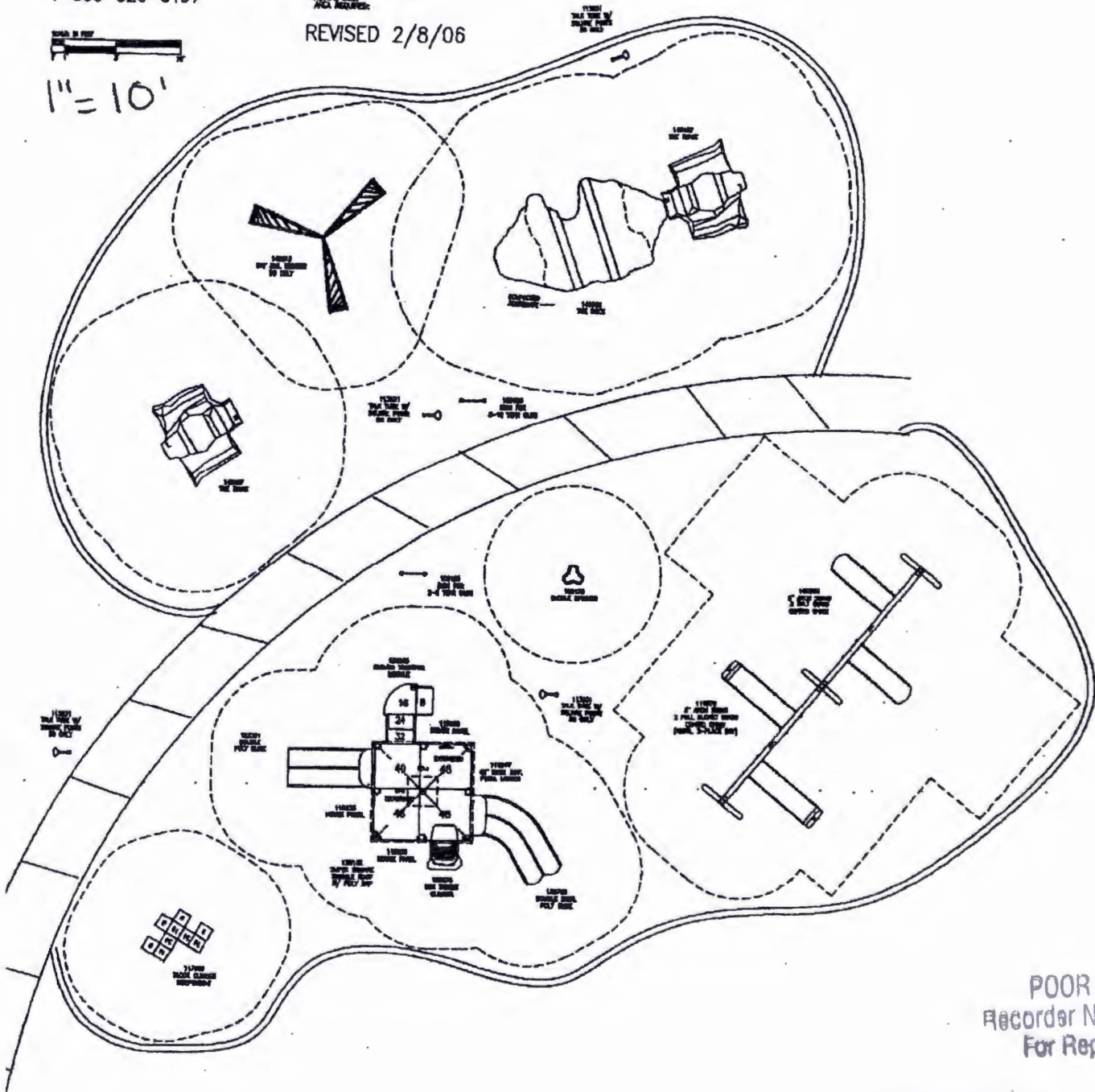
**nutoys**  
LEISURE PRODUCTS  
1-800-526-6197

TIMBER CREST PARK  
SUGAR GROVE, IL  
RICK SCHWARTZ, OWNER  
PLAYGROUND COMPONENT DESIGN  
1/24/06  
STRUCTURE MANUFACTURED  
ACTUAL SIZE  
AGA REQUIRED

REVISED 2/8/06



1" = 10'



POOR ORIGINAL  
Recorder Not Responsible  
For Reproductions

EXONERATION CLAUSE IS ATTACHED  
HEREIN AND MADE A PART HEREOF.

77



February 20, 2006

Mr. Brent Eichelberger  
Village Administrator  
Village of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554

RE: Timber Crest

Dear Brent,

We have met several times with the petitioner for the Timber Crest development proposed in the Village of Sugar Grove and are comfortable with the understanding we have reached with the developer. This letter and accompanying exhibits should outline that agreement.

A park narrative has been developed that outlines the proposed park improvements and the goal of linking several pedestrian paths, not only for this development, but for the Village as a whole. The narrative denotes the estimated population and land/cash contribution. The developer has agreed to complete certain off-site pathway improvements for which they will receive a credit estimated at \$19,860.50, leaving a required cash donation of approximately \$350,931.50

In addition, as with other new developments approved in Sugar Grove, the developer will pay for the costs of equipment and installation of certain park improvements according to Exhibit N of the annexation agreement, totaling approximately \$125,000. Both Exhibit N and a preliminary site plan of the park are attached.

We will continue to work with the developer to finalize the plans for the park as they work through the approval process with the Village. If you have any questions, please feel free to contact me at (630) 466-7436.

Sincerely,

  
Greg Repede

cc: Matt Cudney, Pulte Homes

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

78

# TIMBER CREST

## SUGAR GROVE, IL

### PROJECT SUMMARY

Total Units	161 Single Family Detached
Total Estimated Population	606.49 people
Total Park Donation Required	6.0649 acres
Total Land Donated	1.43 acres
Land Shortfall	4.6349 acres (x\$80,000)
Cash in Lieu Total	\$370,792
Estimated Cash (Off-Site Park Improvements)	\$19,860.50 (Pathway Extension)
Estimated Cash in Lieu Donation	\$350,931.50
Estimated Cash (On-Site Park Improvements)	\$125,000.00

The on-site park amenities will consist of two (2) major components. The first is a park site on approximately 1.43 acres. Most of the area is clear, flat land, but it is adjacent to a much larger wooded area that borders Blackberry Creek. The park site is considered "high and dry" meaning that it is out of the floodplain. Initial talks have suggested that this area be used for both active and passive recreation. The passive recreation would consist of picnic tables and benches in along the preserved woods. In addition, there would be an area for playground equipment as described in Exhibit N of the annexation agreement. A preliminary plan has been developed with the Park District staff and is attached.

As mentioned, the park site is adjacent to a much larger wooded area that is to be preserved. At this point, there has been no specific determination of the eventual ownership of this area. This is a significant area of mature trees along Blackberry Creek, and the Kane County Forest Preserve owns property just to the east of the subject property. It is hopeful that an agreement could be reached with the Forest Preserve to extend their holdings, creating a much larger regional preserve.

The other major component of the proposed park improvements is the pathway connections that this property provides. The Gilman Trail crosses Rt. 56 just to the east of this property and the trail winds around to another bridge that crosses Blackberry Creek before heading west on the north side of the creek. Presently, there is no direct connection for those residents south of Blackberry Creek to easily access the Gilman Trail. This project proposed significant pathway improvements, including a connection to the trail south of the creek, providing a much needed access point for many residents.



The trail improvements would not end on the Timber Crest property. The Park District has an undeveloped park in Windsor Pointe, the development directly to the west of the subject property. As a part of this project, the Park District has requested we extend the path along the Fox Metro easement west until it is contiguous to the Park District's property in Windsor Pointe. The path would then extend south along the detention basin and terminate in a trailhead that would be developed on the park site. The costs for these off-site improvements would be credited against fees due the park district.

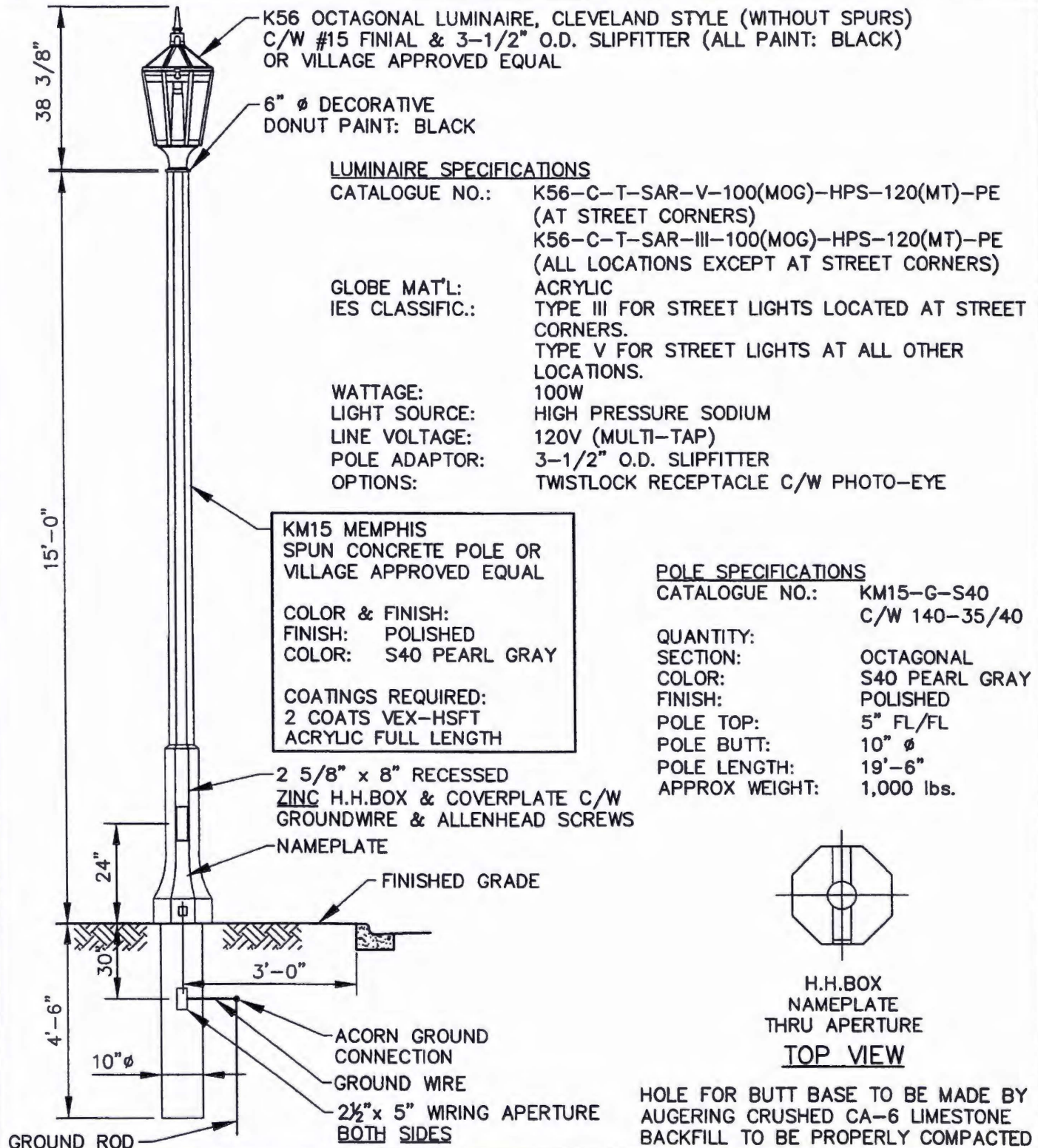
Paths would also run on the north side of Galena Blvd. and along one side of Timber Crest Blvd. providing additional connection points within the community. Various sidewalks and smaller trail connections would also be provided.

Revised 2/20/06

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

SO

# EXHIBIT P-1



## STREET LIGHT DETAIL MINOR AND LOCAL STREETS - OPTION NO. 1



**VILLAGE OF  
SUGAR GROVE**

10 Municipal Drive  
Sugar Grove, IL 60554  
630/466-4507 phone - 630/466-4521 fax

SCALE:  
N.T.S.

DATE:  
5/10/05

DRAWING  
NUMBER:

**EX. P-1**

DRAWN BY:  
WCP

REVISED:  
11/3/05

EXONERATION CLAUSE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

81











## EXHIBIT I

February 20, 2006

Michael Hoffman  
Vice President  
Teska Associates, Inc.  
600 West Lockport Street  
Plainfield, IL 60544

RE: Timber Crest Open Space Restoration  
Sugar Grove, IL

Dear Mr. Hoffman:

Per your request, JFNew performed a walk-through of the open space area located on the northern portion of the Timber Crest subdivision site, between the northernmost housing lots and Blackberry Creek. The objective of this visit was to assess the existing plant community and provide recommendations on suitable aesthetic enhancement/ecological restoration activities for this area. The inspection was performed on 2/14/06.

### Existing Conditions

Inspection of the site revealed the presence of a low-quality, early successional woody and herbaceous plant community. The area was divided into two distinct portions (east and west), separated by the existing crushed limestone path. Although previous land-use records were not examined as a part of this assessment, it can be estimated that the western portion of site was utilized for agriculture and/or pasture as recently as within the last 5-10 years. The eastern portion displayed a significantly higher density of woody vegetation, and was likely used for agriculture within the last 20 years.

The vegetation components of each area were similar. Dominant woody vegetation consisted of Box Elder (*Acer negundo*), Cottonwood (*Populus deltoides*), and Common Buckthorn (*Rhamnus cathartica*). Present but less common were Bush Honeysuckle (*Lonicera sp.*), Silky Dogwood (*Cornus obliqua*), and Hawthorn (*Crataegus sp.*). Most of the woody individuals were between the 6" and 12" DBH size class, with a few larger Cottonwoods approaching 18"-24" DBH. On the eastern portion, the tree density was sufficient to prevent establishment of a significant herbaceous ground species layer.

Dominant herbaceous vegetation consisted of Reed Canary Grass (*Phalaris arundinacea*), Brome Grass (*Bromus sp.*), Tall Goldenrod (*Solidago altissima*), and Garlic Mustard (*Alliaria petiolata*). All of these species are low quality, successional natives or aggressive non-natives. In the more heavily wooded portion (east side) of the area, heavy shading has allowed for little ground-layer establishment, creating an increased potential for soil erosion and sediment discharge into Blackberry Creek. Due to the fact that the inspection was performed during the dormant season, a complete species inventory could not be obtained. However, it can reasonably be inferred through the observed community condition that few, if any, high-quality species would be found on the site.

### Restoration Recommendations

Due to the extremely low quality of the existing vegetation on the site and the fact that the area possesses little, if any, identifiable native character, restoration activities are entirely subjective and would most likely be implemented in an effort to

JFNew File # 051076\_Timber Crest



1378 Main Street  
Crete, Illinois 60417  
Phone: 708-367-1130  
Fax: 708-367-1132

Clayton Wooldridge  
Regional Manager, Illinois  
cwooldridge@jfnew.com

Corporate Office:  
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improve the aesthetic qualities of the area rather than significantly increase its ecological value or function.

The presence of a large number of smaller size-class trees and shrubs currently gives the site a brushy, unmaintained, and "wild" appearance. Removal of some of the smaller size class material would give the area a more park-like appearance by opening up the areas for greater visual penetration. In areas that have significant canopy cover, this would also generate more available light to aid in establishing a herbaceous ground layer.

On the western (lower density) portion of the site, we recommend removal of all material less than 6" DBH. Any high-quality native species such as Oaks (*Quercus* sp.) or Hickories (*Carya* sp.) encountered should be preserved, regardless of size class. Assuming removal is performed via mechanical means, we estimate the cost for this activity to be approximately \$1,000.00/acre.

On the eastern (high density) portion of the site, we recommend removal of all material less than 4" DBH. Again, any high-quality native species such as Oaks or Hickories encountered should be retained, regardless of size class. Assuming removal is performed via mechanical means, we estimate the cost for this activity to be approximately \$3,000.00/acre.

Following tree removal, these areas will likely vegetate with the weedy, non-native grass species already present in less-dense areas of the site. Annual maintenance to retain the open aesthetic of the area should consist of prescribed burns performed every 2-3 years (approximately \$4,000/event). These burns will ensure that the removed woody species do not return and the open aesthetic of the site is maintained. Additionally, the burns may remove some of the less fire-tolerant and low-quality trees which currently exist. Ideally, these trees would be replaced with fire-adapted native species such as Oaks and Hickories which would be planted (approximately \$300.00/tree) via the tree mitigation plan for the developed areas of the site. Following the initial burn, a broadcast herbicide application (approximately \$250.00/acre) should be made to reduce the population of the non-native grasses. Immediately following this application, a broadcast installation of a site-appropriate mix of native grass and wildflower seed (approximately \$750.00/acre) should be performed. These species will improve the native habitat quality for local fauna as well as provide increased erosion control protection to prevent additional soil loss. Over time, this approach should allow the site to transition toward an ecologically and aesthetically significant, functional plant community which will serve as an amenity to both the residents of Timber Crest as well as the local ecosystem of Blackberry Creek.

Sincerely,

Clayton Wooldridge  
Illinois Regional Manager  
JFNew

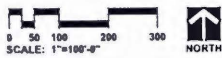
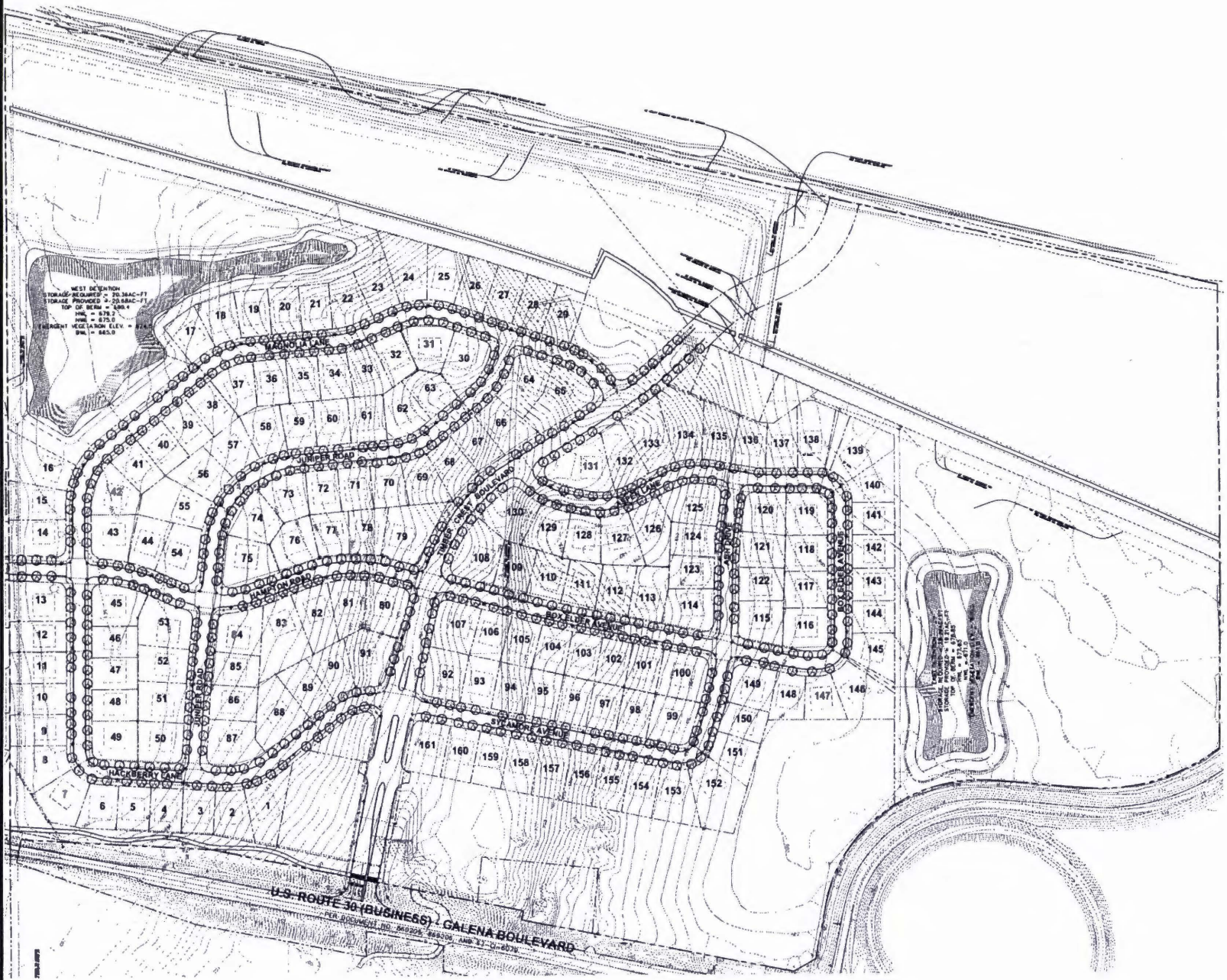
JFNew File # 051076\_Timber Crest



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DATE: 11/11/03  
PROJECT: 168 LOTS  
SHEET: 1 OF 1  
SCALE: 1"=100'-0"

**Pulte**  
Homes  
2740 West 104th St.  
P.O. Box 1040  
Sugar Grove, IL 60076

**TIMBER CREST**  
SUGAR GROVE, ILLINOIS  
EXHIBIT U- VILLAGE PARKWAY TREES

DESIGNED BY: JAMES H. HANCOCK, LTD.  
1000 N. WILSON ST.  
SUGAR GROVE, IL 60076  
TEL: 815/291-1100  
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## EXHIBIT X ENGINEERING SPECIFICATIONS

### SITE GRADING:

1. Street Gradients
  - a. Local Residential Streets 0.50% min. - 7.0% max.
  - b. Major/Collector Residential Streets 0.50% min. - 5.0% max.
2. Street Cross Slope 2.0%
3. Sidewalk and Pedestrian Path Gradients 5.0% max.
4. Sidewalk and Pedestrian Path cross slope 2.0% (toward the street)
5. Driveway Apron Gradient 2.0% min. - 6.0% max.
6. Driveway Gradient: 2% min. - 8.0% max.
7. Parkway slope 2% min. - 6.0% max.
8. Turf area Gradient (for Lots and Open Space) 2% min. - 25% max.  
(25% slopes are to be minimized and shall not be in the front yards)
9. All buildings shall be designed to have the lowest opening 2' above the 100-year overland flow elevation.
10. The maximum depth of ponding for the 100 year overflow in the roadways shall be 6". The maximum depth of ponding for the 100 year overflow in the rear and side yards shall be 1'. All ponding shall be contained within a drainage and utility easement.

### ROADWAYS (Not including Galena Boulevard):

11. Classification of roadways:
  - a. Timber Crest Boulevard shall be considered a Major Boulevard from approximately Stations 0+00 to 7+10. The remaining portion of Timber Crest Boulevard shall be considered a Collector Road.
  - b. All other roads within the subdivision are considered local residential roads.
12. Minimum horizontal curve radius to the centerline shall be in accordance with IDOT requirements.
13. Minimum tangent between reverse curves shall be 100' for all roads except Major Roads. Minimum tangent between reverse curves shall be 200' for Major Roads.
14. Vertical curves shall be used when the algebraic difference between the two slopes exceeds 1.0. All vertical curves shall be designed in accordance with IDOT requirements with respects to the design speed for the roads. Timber Crest Boulevard shall have a design speed of 40 mph, and all other roads shall have a design speed of 30 mph.
15. The street radius return for intersecting local residential streets shall be a minimum of 25' to the back of curb. Local streets intersecting with Timber Crest Boulevard shall have 30' radius returns.
16. All local streets shall have M3.12 curb and gutter. Collector and Major roads shall have B6.12 curb and gutter.
17. The curb and gutter shall be depressed at all sidewalk and pedestrian path tees in compliance with Illinois accessibility standards.
18. The nose of all islands in the roadway shall have tapered noses for the snow plows.



**SANITARY SEWER:**

19. Minimum mainline pipe diameter size shall be 8", and the minimum service pipe diameter is 6"
20. Pipe Material: PVC SDR 26 ASTM D-3034 for depths 0' to 15'  
PVC SDR 21 ASTM D-3034 for depths 15' to 20'
21. All sanitary sewers shall be air and mandrel tested per Village and Fox Metro Water Reclamation District requirements, and shall also be televised.
22. All manhole frames shall be IDOT Type 1 (Standard 604001) with the words "Village of Sugar Grove" and "Sanitary" cast into the lid.
23. Manholes shall be a minimum of 4' in diameter.
24. Maximum manhole spacing is 400'.
25. All sanitary manholes shall be vacuum tested per Village and Fox Metro Water Reclamation District requirements.
26. Sanitary service risers shall be provided where the sanitary sewer exceeds 12' in depth.
27. Fox Metro Water Reclamation details and notes shall be included on the drawings.
28. Trench backfill shall be provided in all paved areas and 2 feet beyond, including streets, sidewalks, pedestrian paths, and driveways. Initial trench backfill and bedding shall be CA-7. The final trench backfill shall be CA-6 or FA-6 crushed aggregate. The trench backfill shall be placed in 6" lifts and compacted in place to 95% of maximum density at optimum moisture as determined by the Modified Standard Proctor Test.

**WATER MAIN:**

29. Minimum mainline pipe diameter shall be 8".
30. Pipe Material: D.I.P. CL 52, cement lined
31. Depth of bury: 5.5' minimum (from finish grade to top of pipe)
32. All services shall be served from a looped water main.
33. Water main shall generally be located on the north and west sides of the street.
34. Fire hydrants shall be American Flow Control/Waterous Pacer Model No. WB-67-250. The attached fire hydrant detail shall be included in the engineering plans.
35. Fire hydrants shall be placed 3' from the back of curb to the center of the hydrant.
36. A minimum of 10' of spacing should be provided between a fire hydrant and street light.
37. Water services shall be 1" type K copper. The attached water service detail shall be included in the plans.
38. The buffalo boxes shall be set in the parkway between the back of curb and the sidewalk. Long services shall be set at the mid-point between the back of curb and the sidewalk. Short services shall be set 1' off of the sidewalk.
39. The Village of Sugar Grove Water Main standard notes shall be included in the plans. If a conflict exists between the standard notes and the Subdivision Ordinance, the standard notes shall govern.

40. Valves shall generally be installed at every other fire hydrant, at intersecting lines, and other locations such that a maximum of 12 services be affected during a main isolation.
41. All valve vault frames shall be IDOT Type 1 (Standard 604001) with the words "Village of Sugar Grove" and "Water" cast into the lid.
42. Trench backfill shall be provided in all paved areas and 2 feet beyond, including streets, sidewalks, pedestrian paths, and driveways. Initial trench backfill and bedding shall be CA-7. The final trench backfill shall be CA-6 or FA-6. The trench backfill shall be placed in 6" lifts and compacted in place to 95% of maximum density at optimum moisture as determined by the Modified Standard Proctor Test.
43. Water main in rear and side yards shall be avoided.
44. All hydrants must have auxiliary AFC valves installed with AFC trench adapters.
45. Water main testing shall be provided as indicated in the Village of Sugar Grove Water Main Standard Notes.

**STORM SEWER:**

46. Storm Sewer Material:
  - a. All storm sewers within the public right-of-way and in easements parallel to and adjacent to the public right-of way shall be reinforced concrete pipe with a 12" minimum diameter.
  - b. Storm sewers in rear and side yards may be HDPE pipe with a 12" minimum diameter.
47. The minimum depth of cover for the storm sewer is 30".
48. Sump pump connections shall be 6" PVC pipe. All sump pump services shall be tied into the storm sewer system at a storm structure. The minimum depth of cover is 30".
49. All collection points shall be inlets except the last structure before entering the storm sewer main line. This last structure shall be a catch basin with a 2' sump. All catch basins shall lie near or within the roadways.
50. Trench backfill shall be provided in all paved areas and 2 feet beyond, including streets, sidewalks, pedestrian paths, and driveways. Initial trench backfill and bedding shall be CA-7. The final trench backfill shall be CA-6 or FA-6. The trench backfill shall be placed in 6" lifts and compacted in place to 95% of maximum density at optimum moisture as determined by the Modified Standard Proctor Test.
51. Maximum longitudinal flow interval along the street gutter is 300'.
52. All storm sewers shall be televised prior to Village acceptance.
53. Rear and side yard storm sewers shall be slightly offset from the property lines to ensure that structures are not installed over property corners.
54. The design of the storm sewer shall be for a 10-year storm event running just full. The design shall utilize the Illinois State Water Survey Bulletin #70 (Northeast Region).
55. The storm sewer shall be designed to have a minimum velocity of 2 fps and a maximum velocity of 8 fps.
56. Storm manholes for pipes up to 15" shall have a minimum 4-foot diameter. A minimum of a 5' diameter shall be required for 18" to 24" diameter pipes, and a 6' diameter shall be required for storm sewers greater than 24". A minimum

92



- of 12" shall be required between all pipe penetrations. Also, steps shall be required in all manholes deeper than 6'.
57. Inlet and/or catch basin frames and grates located within the mountable curb shall be R-3501P (TR or TL where appropriate). Inlet and/or catch basin frames and grates located within the barrier curb shall be IDOT Type 3 (Standard 604006 and 604011). Inlet and/or catch basin frames and grates located within turf areas shall have a "beehive grate" (IDOT Type 8).
  58. All storm manhole castings shall have "Village of Sugar Grove" and "Storm" cast in them. All manhole castings shall be IDOT Type 1 (Standard 604001).
  59. All flared end sections shall have grates.
  60. Maximum manhole spacing shall be 350' for 12" to 24" diameter pipe, 400' for 27" to 36" diameter pipe, 500' for 42" to 54" diameter pipe, and 1000' for 60" diameter pipe and greater.

**STORMWATER MANAGEMENT:**

61. The maximum allowable release rate shall be 0.10 cfs/acre for the 100-year, 24-hour storm.
62. The maximum bounce shall be limited to 5 feet from normal water line to high water line for wet detention basins. Due to extended drawdown times from the 6'+ of bounce, proper vegetation will be needed at the lower levels of the bounce or hardscape should be provided near the normal water level.
63. The maximum side slope for detention basins shall be 4:1.

**STREET LIGHTING:**

64. Street lights shall be located at all intersections, curves, cul-de-sac, and at other points as may be required in the public interest in unusual or special conditions.
65. The maximum spacing for the decorative street lights are as follows
  - a. On Local Roads: 200'
  - b. On Timber Crest Boulevard: 150'
66. Street lights shall generally be located at side lot lines and on the same side of the street as the water main. Street lights shall generally be placed adjacent to fire hydrants and shall be set 3' from the back of curb to the centerline of the pole.

**SIDEWALK:**

67. All sidewalk ramps shall meet ADA requirements for texture and slope. The most current IDOT standard detail (4240001-04 dated 08/01/04) for the sidewalk ramps should be provided, and a note should be added to the detail stating that E-Z-Set brick red (Federal standard color 30166) detectable warning panels, with square patterned truncated domes should be used.
68. Sidewalks shall have a 4" CA-6 aggregate base and a PCC thickness of 6" across driveways and 5" in all other locations.
69. The edge of sidewalk shall generally be 1 foot from the right of way line.

AB

**MISCELLANEOUS:**

70. Utility structures shall not be constructed in the paved areas, including roadways, sidewalks, driveways, and/or pedestrian paths.
71. The developer shall order and install regulatory and warning signs as directed by the Village in accordance with the approved signage plan. All regulatory and warning sign poles shall be Telspar.
72. All street signs shall have telspar poles, and the attached standard shall be provided on the engineering plans.
73. The developer shall order and install all street name signs, per Village standards and specifications.
74. Driveways shall consist of 2" bituminous concrete and 8" CA-6 aggregate or 5" of concrete and 4" of CA-6 aggregate.
75. The gas main shall generally be located on the opposite side of the water main.
76. All paving contractors performing work within the right of way shall furnish an IDOT certificate of eligibility to the Village.
77. All sidewalk, curb and gutter, and bituminous base and binder course paving shall be placed only when the temperature in the shade is at least forty five degrees Fahrenheit (45°F), when the temperature in the shade for the previous twenty four (24) hours is at least thirty two degrees Fahrenheit (32°F) and when the forecast is for rising temperatures.
78. All surface course paving shall be installed between April 15<sup>th</sup> and October 15<sup>th</sup>. In addition, the temperature in the shade shall be at least fifty degrees Fahrenheit (50°F), when the temperature in the shade for the previous twenty four (24) hours is at least thirty two degrees Fahrenheit (32°F) and when the forecast is for rising temperatures.
79. A minimum of a 7.5' Drainage and Utility Easements should be provided on each side yard of each lot. In addition, a minimum of a 10' rear yard drainage and utility easement should be provided on each lot. In addition, a minimum of a 20' drainage and utility easement shall be provided in all side yard locations where a utility is installed.
80. The parking lot slopes shall have a minimum slope of 0.5% and a maximum slope of 4%.
81. An electronic copy of the final plat should be provided in the State Plane Coordinate System once the plat is recorded.
82. An electronic copy of the as-built drawings should be provided in the State Plane Coordinate System once the as-built drawings are reviewed and found to be acceptable.



# EXHIBIT 'Y'



**Engineering  
Enterprises,  
Inc.**

52 Wheeler Road • Sugar Grove, IL 60554

TEL: 630 / 466-9350

FAX: 630 / 466-9380

www.eeiweb.com

August 17, 2005

**Via Facsimile (630) 466-4521**

Mr. Scott Buening  
Community Development Director  
Village of Sugar Grove  
10 Municipal Drive  
P.O. Box 49  
Sugar Grove, IL 60554

**Re: Timber Crest Subdivision  
Sugar Grove, Illinois**

Dear Mr. Buening:

We have received the revised Preliminary Plat (3 sheets) dated July 21, 2005, and the revised Preliminary Engineering Plan (7 sheets) dated July 25, 2005, prepared by Manhard Consulting, Ltd., for the above-referenced project. We have preformed an initial review of these items per Village ordinances and standard engineering practices. Our comments are as follows:

## Preliminary Plat

1. That part of U.S. Route 30 (Business) – Galena Boulevard being dedicated needs to be conveyed to the State by a warranty deed and cannot be dedicated on this plat. This change shall be reflected in the wording.
2. Per Subdivision Ordinance section 12-4-3-2-A-1-C, a current survey, not less than six (6) months old, prepared and certified by an Illinois registered land surveyor showing the topography, the boundary lines and the area being subdivided and all improvements. The name of the surveyor and the date on which the boundary and topographical survey was performed shall be added to the preliminary plan.
3. Per the Village Ordinance, the minimum easement width for utilities per lot is 7.5'. Currently, 7' easements are proposed.
4. Kane County requires that all lots are to be numbered and not lettered.
5. The existing zoning classification shall be provided in the proposed subdivision and adjacent tracts. In addition, the proposed zoning classification for each lot shall be provided.

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**Consulting Engineers Specializing in Civil Engineering and Land Surveying**

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6. Any protective covenants or deed restrictions and the expected date of development shall be provided.
7. The lots currently have two sets of lot numbers; one shall be shut off or removed.
8. A 15' utility easement is needed for the front of lots 111, 112, and 113.
9. The "15' utility easement" label on lot 113 shall be removed or explained.
10. A larger easement is needed at the northeast corner of lot 79 for the storm sewer.
11. A note stating that no direct vehicular access to Timber Crest Boulevard will be allowed from lots 66 thru 68 and lots 131 thru 134.
12. A 15' easement shall be provided in the rear of lots 134, 135, and 136 for the storm sewer.
13. The 10' drainage easement near the rear of lots 8 thru 16 shall be changed to a 15' drainage and utility easement.
14. Lots 7 and 8 need a 15' drainage and utility easement at the rear of the lots for the storm sewer.
15. A 20' drainage and utility easement is need between lots 90 and 91 for the storm sewer.
16. A plat of vacation needs to be created, vacating the perpetual easement for ingress and egress.
17. The 10' min. side yard setback dimension shall be moved to the side yard setback line and off of the 7' P.U. & D.E. line on the Typical Lot Detail.
18. There shall be a Typical Lot Detail for the commercial lots, or show all setbacks and easements on the plat.

**General Comments**

19. On the cover sheet, the sheet index shall reflect that the Bike Path Plan is on sheet 4.
20. An outline of proposed subdivision covenants shall be included for the Village's review.
21. The following shall be provided for 100' past the boundary of the development in accordance with the Village of Sugar Grove's preliminary plan requirements:
  - ◆ Topographic information (minimum 2' contours)
  - ◆ Existing utility information (inclusive of the connection points)
  - ◆ Easements
  - ◆ Rights-of-way
  - ◆ Any permanent buildings and structures



Mr. Scott Buening  
August 17, 2005  
Page 3 of 10

- ◆ Parks and other open spaces
- ◆ Any wetlands
- ◆ Monuments and survey markers

The topographic survey shall be extended 100' past the boundary of the development. This requirement is not met to the north of the property.

22. Park sites within the proposed development shall be indicated. A letter from Sugar Grove Park District shall be presented requesting this land, the cash equivalent thereof, or a combination of land and cash to satisfy any ordinance requirements. Calculations shall be submitted detailing estimated general population to be generated by this development. A description of the land/cash donation shall be provided.
23. The engineer shall submit an electronic copy of the revised preliminary Engineering Plan to EEI. When submitting it, indicate the version of AutoCAD being provided.
24. A revised cost estimate shall be submitted for review. The Engineer's Opinion of Probable Cost shall include a value for the subdivision review and construction observation.

#### **Submittals**

25. Per the Village Ordinance, a routine wetland delineation shall be provided for the subject property. The requirements of Section 414 of the Kane County Stormwater Ordinance shall be met, namely part A. At a minimum, a statement from a Wetlands Scientist shall be provided regarding the presence of regulatory wetlands and concurrence with the NRCS determination of farmed wetlands. A copy of the NRCS certified wetland determination shall accompany the report/correspondence for review by the Village.
26. A Land-Use Opinion from the Kane-DuPage Soil and Water Conservation District has been submitted.
27. A drain tile survey shall be completed and provided for review.
28. A report of the soils investigation has been provided. This report shall also be reviewed by the Building Department.
29. Permits or Sign-offs will be required from the following agencies:
  - a. (IDNR) Consultation Agency Action Report regarding endangered/threatened species or natural areas.
  - b. (IHPA) Division of Preservation Services regarding Historic and Archaeological Resources.
  - c. Fox Metro Water Reclamation District regarding Sanitary Sewer Facilities.
  - d. (IEPA) Division of Water Pollution Control regarding Sanitary Sewer Facilities.
  - e. (IEPA) Division of Public Water Supplies regarding water supply and distribution.

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97

- f. (IEPA) Division of Water Pollution Control regarding a Notice of Intent (NOI) General permit to discharge storm water.

We recommend items a and b be received prior to Preliminary Plan approval. Items c, d, e & f will be required prior to the start of construction activities. Items a & b have not been received to date.

### Streets and Rights-of Way

30. North-South streets shall be named "Streets" or "Drives"; East-West streets as "Avenues" or "Roads"; Cul-de-sacs as "Courts" and Streets that have multiple directions as "Lanes". Street names shall be continuous, and there shall be no street intersections with the same two street names.
31. ~~Block lengths shall not exceed 1,200'. The block length along Magnolia Lane between Timber Crest Boulevard and Hampton Road is approximately 1,450'.~~
32. ~~Read profiles have been provided along with vertical curve information. Vertical curve design shall adhere to IDOT stands. Please refer to the attached graph. We recommend that Timber Crest Boulevard have a design speed of 35 mph, and all other streets have a design speed of 30 mph).~~
33. Horizontal roadway curve data shall be provided on the Preliminary Plan. Please reference the detail of the design vehicle and associated minimum radii requirements per the Village of Sugar Grove Fire Protection District sent with our December 30, 2004 review letter.
34. All sidewalks at intersections shall be bi-directional. Extend sidewalk to the roadway in the following locations:
- ◆ Magnolia Lane and Willow Road
  - ◆ Timber Crest Boulevard and Aspen Lane
  - ◆ Timber Crest Boulevard and Magnolia Lane
  - ◆ Aspen Lane and Sycamore Avenue

### Traffic Analysis

35. A revised traffic analysis shall be submitted addressing the comments in our December 30, 2004, review letter. These comments include the following:
- a. The 7<sup>th</sup> edition of the Trip Generation Manual shall be used for the traffic analysis.
  - b. The traffic signal warrant analysis shall be provided for the intersection of Galena Boulevard and Timber Crest Boulevard.
  - c. Ten year projections shall be used to maintain consistency with the Prairie Ridge study.
  - d. A westbound right turn lane shall be provided at the main access drive due to the speed differential between right turning lane vehicles and mainline traffic and the combination of right turns and the westbound through traffic.
  - e. The study shall address a future connection to the north and potential traffic impacts. Likewise, traffic shall be considered from a future south leg.

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- f. Developments with commercial components typically analyze the Saturday midday peak hour. The Saturday analysis shall be provided accordingly.
  - g. The commercial access drives on Timber Crest Boulevard shall be included in the traffic analysis.
  - h. A left turn lane along Timber Crest Boulevard shall be cut into the median at Galena Boulevard to provide three (3) outbound lanes (left, future through, right). The left turn lane could be striped out until future development to the south occurs.
  - ~~i. Consideration shall be given to providing additional parking for the townhouses.~~
36. The traffic study needs to be completed inclusive of its commercial traffic prior to further review of Timber Crest Boulevard geometry and intersecting streets.

#### Transportation

- 37. All horizontal radii for the roadways shall be provided. The minimum horizontal centerline radius of 200 foot along local residential streets is likely not met at various locations. Roads that do not meet this requirement may require increased pavement widths to accommodate fire truck turns. At locations where the minimum radius is not provided, information shall be provided indicating that the fire trucks have adequate pavement width to make the turn.
- 38. The centerline to centerline distance between the commercial entrance on Timber Crest Boulevard and Galena Boulevard is 390 feet which is less than the preferred 500 feet minimum. An adjustment to increase the separation distance from Galena Boulevard is recommended.
- 39. A full pavement section shall eventually be constructed to the north end of Timber Crest Boulevard from Magnolia Lane to the north property line. Accordingly, all applicable road end/road closure signage shall be provided along Timber Crest Boulevard at Magnolia Lane. We then recommend that the developer provide a financial contribution to extend Timber Crest Boulevard from Magnolia Lane to the north property line for a future build-out of this road.
- 40. All curb radii returns along Timber Crest Boulevard shall be 30 foot. All curb radii returns along local residential streets shall be 25 foot.
- 41. ~~The boulevard pavement section shall be per the Village standard with 27' back-to-back pavements and a 15' back-to-back median. The two-lane Timber Crest Boulevard section beyond the boulevard section shall be 39' back-to-back per Village standard.~~
- 42. The minimum distance between the tangents of vertical curves shall be 50'.
- 43. ~~To be consistent with primary collectors within on-going development in Sugar Grove, the composition of Timber Crest Boulevard shall include 12" of aggregate base, 7" of bituminous base, 2.5" of binder, and 1.5" of surface.~~
- 44. To be consistent with local residential streets within on-going developments, we recommend the pavement section for other local residential streets reflect a minimum structural number of 3.00 and consist of 1.5" of surface, 3.5" of binder, and 12" of aggregate base.



45. Galena Boulevard is under the jurisdiction of IDOT. IDOT will be responsible for issuing the two proposed access permits along this roadway.
46. ~~We recommend that the Timber Crest Boulevard and Galena Boulevard intersection be a full 4 legged intersection. Work at this intersection shall be coordinated with the development to the south. If the development to the south constructs the improvements at this intersection before Timber Crest is constructed, we recommend that the Timber Crest developer be held financially responsible for the north leg of this intersection. Likewise, the alignment of Timber Crest Boulevard shall be coordinated with the development to the south of Galena Boulevard.~~
47. Mountable curb and gutter (M3.12) shall be used along local residential roads. Barrier curb and gutter (B6.12) shall be used along Timber Crest Boulevard.
48. We recommend that the 40' landscape easement along the Galena Boulevard right of way along the residential area be extended along the commercial areas.
49. We recommend that a landscape easement be provided on both sides of Timber Crest Boulevard.
50. A pedestrian/bike path plan shall be shown within the development. The routing of the path shall be approved by the Village of Sugar Grove. In general, all open space/greenways shall be connected by the path system. The engineer/developer shall note that the proposed right of way width may need to be increased to accommodate the bike path. We also recommend that the bike path crossing at the intersection of Galena Boulevard and Timber Crest Boulevard be routed to the south of the stop bar.
51. Additional information shall be provided for the commercial areas, including internal traffic circulation, service drives/roads, parking, etc.

#### Grading Plan

52. Assuming Timber Crest Boulevard will continue north, the storm sewer structure along the north side of Magnolia Lane at the intersection of Timber Crest Boulevard shall be moved to the east side of Timber Crest Boulevard.
53. The top of foundation elevations shall be provided.
54. Minimal grading information shall be provided to assure that water will drain away from the houses and that the overland flow route is shown in the right direction.

#### Stormwater Management

55. A revised stormwater report addressing our stormwater comments provided in our March 18, 2005, letter shall be submitted. These comments include the following:
  - a. The Preliminary Stormwater Report demonstrates that the development can meet the requirements for stormwater detention and compensatory storage for both the 10 and 100-year floodplain fill areas in accordance with the Kane County Stormwater Ordinance.



- b. In Tab 6, on the Stage-Storage-Discharge Summary Table, both of the detention basins are missing discharge data. We recommend 'with tailwater' and 'without tailwater' columns to clarify the zero release situation.
- c. The structures shall be modeled with more intervals. There are gaps up to 6 feet in elevation changes. To model zero release over multiple intervals, put ".001, .002, .003 ... etc" in flow column so that TR-20 will function.
- d. In the TR-20's, the time increment of 0.5 hours is too large to give accurate results from the hydrograph; peak flow could be missed in half an hour. We recommend 0.1 hours. This can be found in the first line of code for any rainfall event.
- e. In the existing conditions TR-20, the results do not include the runoff from Subbasin 001 or the combined hydrograph 105, which shall include runoff from 001, 099 and 098.
- f. In the  $T_c$  calculations for Subbasin 088, the value is 0.94 hours, but in the existing conditions TR-20 flow diagram and model,  $T_c$  is 1.17 hours.
- g. In the  $T_c$  calculations for Subbasin 099, the value is 1.17 hours, but in the existing conditions TR-20 flow diagram and model,  $T_c$  is 0.21 and 0.94 respectively.
- h. In the TR-20 proposed conditions, the  $T_c$  values for Subbasin 088 and 099 are switched.
- i. In the TR-20 proposed conditions flow diagram and model, the area for Subbasin 099 is 3.192 acres; however, in other areas it is 4.254 acres.
- j. For the Floodplain Cut-Fill calculations, the results shall be more clearly labeled and explained in terms of the cut-fill for both the 10 and 100-year floodplains.

#### Floodplain Management

- 56. It appears that a significant amount of construction will occur within the floodway. To perform work within a regulated floodway, the developer/engineer must:
  - a. Provide a revised hydraulic study indicating that the work performed will not cause an increase in flood elevations greater than 0.1' over the existing conditions, or an increase in flood velocities. Refer to Section 411 of the Kane County Stormwater Ordinance for floodway standards.
  - b. The developer/engineer must receive a construction permit from the Illinois Department of Natural Resources (IDNR) to perform any work in this area.
  - c. Submit information and any applicable fees to the Federal Emergency Management Agency (FEMA) in effort to receive a CLOMR-F and the subsequent LOMR-F following construction.
- 57. A revised CLOMR-F addressing our comments provided in our <sup>February 23, 2006,</sup> ~~March 22, 2005~~, letter shall be submitted. ~~These comments include the following:-~~

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101



- ~~a. Overall, the Conditional Letter of Map Revision is consistent with the Preliminary Stormwater Report and we believe it will ultimately be acceptable to meet the FEMA requirements. The data and exhibits of this CLOMR F are based on a Preliminary Stormwater Report, which is currently under review. The Stormwater Report still needs to meet some Stormwater ordinance requirements and may need approval from IDNR. A Hydrologic and Hydraulic model is required, which demonstrates that the proposed changes to the floodplain do not increase the velocity or raise the base flood elevation of the area. The CLOMR F shall be updated along with the pending Preliminary Stormwater Report (a copy of the Preliminary Stormwater Report review letter is attached).~~
- ~~b. A Plat Map (the Plat of Survey provided) for the property or a copy of the property Deed with recordation data and stamp of the Recorder's Office must be included with the FEMA application.~~
- ~~c. An annotated FIRM panel, with the property outlined and the proposed limits of the floodplain delineated, must be included at the same scale as the original FIRM.~~
- ~~d. The Engineer shall include an explanation of the Base Flood Elevation (BFE) of 679.5 used in the plans. The FIRM panel seems to indicate the Base Flood Elevations ranges from 679.0 up to 680.0; this would indicate that the BFE is not constant. We recommend using a sliding value floodplain line to represent the changing elevation from one side of the property to the other.~~
- ~~e. On the CLOMR Exhibit, the complete resultant floodplain boundary shall be highlighted to clarify its entire path alongside the property.~~
- ~~f. On the CLOMR Exhibit, there is a section of the proposed floodplain limits that crosses the floodway near where the floodway intersects the west line of the northeast quarter of section 15-38-7. The Engineer shall revise this area to avoid interfering with the floodway. Work in the Floodway requires a permit from IDNR.~~
- ~~g. Before submitting this CLOMR F to FEMA, the letter requires the signature of the Sugar Grove official responsible for floodplain management in the community. However, Sugar Grove shall not sign the CLOMR F application until the developer addresses all the outstanding review items from this letter.~~

#### Storm Sewers

- 58. Large diameter storm sewer (i.e. greater than 24") is currently running through side and rear yards. The Village shall comment on whether or not this is acceptable. At minimum, larger utility easements shall be provided for this large storm sewer and the appropriate provisions shall be added in the easement descriptions on the plat so as to not having the Village responsible for any fencing or landscaping while maintaining the storm sewer.
- 59. Storm structures shall be located at a maximum of 300' flow intervals. Locations where this requirement is not met include, but are not limited to, the following:
  - a. Magnolia Lane – Stations 9+00 to 13+00
  - b. Sycamore Avenue – Stations 2+50 to 6+00
  - c. Magnolia Lane – Stations 8+15 to 11+85

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100



60. All sump pump services are required to outlet into a storm structure. The storm sewer design shall accommodate this requirement.
61. For maintenance purposes, catch basins shall not be located in the rear yards. Once further detail is provided on which storm structures are inlets, catch basins, and manholes, the types of structures will be reviewed.

#### Sanitary Sewers

62. Due to the depths of the proposed sanitary sewers, overhead sanitary sewers will likely be necessary.
63. The existing 24" Fox Metro Water Reclamation District interceptor sewer along the west property line shall be indicated on the drawings along with the inverts, pipe sizes, and rim elevations.
64. The top of pipe of the existing interceptor sewer shall be field verified.
65. All connections to the existing sanitary sewer system shall be shown, including all size, rim and invert elevations. Due to the potential separation conflicts at the sanitary manhole along Hampton Road in front of lot 13, the design engineer shall consider a direct connection to the Fox Metro Water Reclamation interceptor sewer.
66. A sanitary manhole and stub shall be provided for the commercial area at the northwest corner of Galena Boulevard and Timber Crest Boulevard.
67. The proposed sanitary sewer by others shall reflect the approved plans for the Northeast Sanitary Sewer Outfall.

#### Water Mains

68. A separate water permit is required for the commercial areas.
69. The future water main in the commercial area at the northeast corner of Galena Boulevard and Timber Crest Boulevards will need to be looped. Therefore, a future water main extending to the commercial property line along Aspen Lane between lots 148 and 149 shall be considered.
70. All existing water mains and respective sizes shall be indicated on the preliminary plan, including all valve vault locations and rim elevations. All water main connection information shall be shown.
71. The 16" water main along Timber Crest Boulevard shall continue to the north property line in order to provide a future connection to Hanks Road. All other water main sizes will be confirmed once an electronic copy of the plans is submitted.
72. An additional fire hydrant shall be installed along Galena Boulevard by the water main connection at the west property line.

Mr. Scott Buening  
August 17, 2005  
Page 10 of 10

73. Valve and valve vaults have a maximum 600' spacing and shall be spaced such that a maximum of 3 valves in 2 locations are required to shut off a maximum of 12-15 water services.
74. The fire hydrant locations and spacing were reviewed. A fire hydrant shall be provided at every intersection. Additional fire hydrants shall be provided in the following locations
  - a. Intersection of Juniper Road and Hampton Road
  - b. Intersection of Timber Crest Boulevard and Aspen Lane
75. Fire hydrants shall be installed in the near vicinity of a property line. The location of fire hydrant HYD-25 shall be revised accordingly.

#### Lighting Plan

76. A note shall be added to the plans stating that the Village of Sugar Grove standard street light detail and specifications will be adhered to.
77. Street lights shall be installed in the near vicinity of a property line. The location of street light SL-39 shall be revised accordingly.

#### Landscaping Plan

78. The tree survey has been submitted for Village staff review and comment.
79. The landscaping plan shall be submitted to the Village for staff review and comment.

Please contact our office if you have any questions or if you require any additional information.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

*Michele L. Piotrowski*

Michele L. Piotrowski, P.E.  
Senior Project Engineer

*David R. Burroughs*

David R. Burroughs, P.E.  
Vice President

DRB/MLP

pc: Mr. Brent Eichelberger, Village Administrator  
Mr. Tony Speciale, Director of Public Works  
Mr. Mike Ferencak, Village Planner  
Mr. Matt Cudney, Pulte Homes  
Mr. Nick Smith, Manhard Consulting, Ltd.  
Mr. David Burroughs, EEI

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104



**EXHIBIT Z**  
**ALLOWED USES LIST**

Permitted Uses (including uses listed as Special Uses in the Sugar Grove Municipal Code that are hereby approved as Permitted Uses under this Development Ordinance):

1. Retail

Antique shops  
Art and school supplies  
Art galleries  
Bakeries in which the manufacture of goods is primarily retailed on the premises  
Bicycle sales and repair  
Bookstores  
Bridal shops  
Butcher shops  
Camera stores  
Candle shops  
Candy and confectionary stores  
Card shops  
Children's apparel shops  
China and glassware stores  
Christmas shops  
Compact disc, cassette tape and phonograph record stores  
Computer sales and service  
Drug stores and pharmacies, excluding drive-thru  
Florist shops  
Furniture Sales  
Gift shops  
Handmade crafts  
Hearing aid stores  
Herb, spices and kitchen specialties  
Hobby shops  
Ice cream stores and stands  
Jewelry stores  
Ladies apparel stores  
Leather goods and luggage stores  
Linen and bath shops  
Men's apparel stores  
Millinery and haberdasheries  
Musical instrument sales and repairs  
Office supply stores

- Orthopedic and medical appliance stores
- Package liquor sales
- Paint and wallpaper stores
- Pewter and silver stores
- Pottery shops
- Sewing machine sales and service
- Shoe stores
- Special import stores
- Sports and card shops
- Sporting goods
- Tack shops
- Toy stores
- Variety and notion stores (dime stores)
- Woodcraft shops
- Yarn and needlework shops

2. Business Services

- Animal hospital if incidental use to a pet store, provided that no overnight stay of animals are permitted
- Art and design studios
- Automobile driving instruction
- Beauty and barbershops
- Blue print and photocopy shops
- Brokerage houses
- Business schools
- Chambers of commerce
- Charitable organizations (only if all activities relating to said use are conducted indoors)
- Civic associations
- Clothing and costume rental stores
- Coin and philatelic sales
- Commercial or trade schools (dance studios, music schools or martial arts)
- Credit agencies
- Data processing centers
- Daycare centers and nursery schools
- Delicatessens
- Dry-cleaning shops
- Employment agencies
- Furrier shops, storage and conditioning
- Gift-wrapping and mailing services
- Hotels



Interior decorating shops  
Laundries  
Locksmiths  
Mailing services  
Merchants' associations  
Newspaper offices  
Pet Grooming facilities if an incidental use to a pet store, provided that no overnight stay of animals are permitted  
Photocopying and printing  
Photographic and art studios  
Picture framing  
Real estate offices  
Recording studio  
Restaurant, without drive-through, entertainment or dancing  
Security and commodity brokers  
Sign contractor  
Shoe repair shops  
Swimming pool sales and service  
Tailor and dressmaking shops  
Tire and battery sales and service (indoor only)  
Travel agency  
Video rentals

3. Professional Offices

Accounting, auditing and bookkeeping offices  
Attorney and law offices  
Business and management consultants  
Engineering and architectural services  
Insurance agencies  
Investment companies  
Land surveyors  
Landscape architects  
Professional consultants

4. Medical Offices

Chiropractors' offices  
Dentists' offices  
Doctors' surgeons' and/or physicians' offices  
Ophthalmologists  
Opticians

Special Uses (No entitlement to these Special Uses. Each use is subject to required Village approvals and conditions per all applicable ordinances):

Animal hospital (but permitted if incidental to use as a pet store, provided no overnight stay of animals are permitted)  
Appliance, sales  
Bed and breakfast guesthouses  
Catering services  
Clubs and lodges, private fraternal or religious  
Commercial greenhouses  
Congregate care  
Convalescent center and nursing homes  
Electrical and household appliance sales and repair (repair services must be accompanied by sales in order to be permitted hereunder)  
Food stores including grocery, convenience and specialty (coffee, fudge, health)  
Furnace sales and repair  
Furniture repair  
Game room  
General repair shops  
Hardware stores  
Health clubs  
Lawn mower repair, with inside storage only  
Libraries  
Motorcycle sales, service and repair  
Nurseries  
Pet grooming facilities (but permitted if incidental to use in a pet store, provided no overnight stay of animals permitted)  
Physical culture and health services  
Plumbing and heating shops  
Radio and television: service, repair and studios  
Restaurants with drive-in or drive-through service  
Restaurant and eating places with live entertainment or dancing  
Snowmobile sales, service & repair  
Taxidermists  
Theaters and auditoriums, indoor only  
Tobacco shops  
Water softening service  
Window cleaning firm  
Upholstery shops



**12-10-17: EXHIBIT C  
IRREVOCABLE LET**

Exhibit AA  
Form of Surety for Mass Grading

**ETION BOND;**

STATE OF ILLINOIS )

: ss.

COUNTY OF KANE )

WHEREAS, the Statutes of the State of Illinois grant to a municipal corporation the right to require that a developer constructing certain improvement with the community guarantee the construction of such improvements by a Completion Bond or other security acceptable to the community; and

WHEREAS, desires to construct a (residential) (commercial (industrial) development within the Village of Sugar Grove, Illinois and that said municipality is willing to accept an undertaking from a financial institution in the nature of an irrevocable commitment in lieu of such Completion Bond,

NOW, THEREFORE, are the following representations made by the owner and/or developer to the Village of Sugar Grove, as follows:

1. That is the owner and/or developer of the property legally described in Clause 2 of this undertaking, and shall hereinafter be referred to as "Owner"; and, that the Village of Sugar Grove shall hereinafter be referred to as Village.

2. That the Owner is the legal title holder or developer of the following described property:

(insert legal description)

3. That the Owner shall be required to install at his own cost and expense all necessary materials, labor and equipment to complete the public and private improvements required by the ordinances of the Village of Sugar Grove, including but not limited to the installation of the following: streets, sidewalks, street lights, street signs, sanitary sewers, storm sewers, detention and retention basins and storm drainage systems, water lines, common landscaping in common areas and grading and restoration. All improvements shall be in accordance with the standards, specifications and requirements of the Village of Sugar Grove. In order to guarantee that such facilities shall be installed, the Owner shall submit to the Village engineer such specifications and estimated engineering costs as shall be required to meet with his approval. In aiding the Village engineer in determining the amount of reasonably anticipated costs for the construction of such improvements, the Owner may submit to the engineer signed contracts for the construction of such improvements. The Village Engineer, upon determining that the design of the required improvements are in accordance with good engineering practices, shall estimate and certify an amount which shall represent one hundred twenty percent (120%) of the reasonably estimated cost of completing those improvements and for which amount the Municipality requires the posting of a completion guarantee.

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109

4. That the Owner shall furnish qualified field supervision of the installation of all public improvements in the person of a professional engineer registered and licensed in the State of Illinois.
5. That the Owner shall not be entitled to the recording of the final plat or the issuance of Building Permits until and unless said Owner shall submit to the Village an irrevocable financial commitment from a bank, savings and loan or mortgage company approved by the Village in the amount certified by the Village engineer.
6. That the written irrevocable financial commitment shall be furnished to the Village from a banking or lending institution in the form marked "Appendix A" and appended to this Agreement.
7. That the Owner guarantees the workmanship of the public improvements to be installed upon the site for a period of one year after their donation to the Village. Upon final completion of the public improvements the Owner shall execute a Bill of Sale for those items which are personal property and those items which are intended to be accepted by the Village for maintenance. For a period of one year after the granting of the Bill of Sale in the case of personal property and the acceptance for maintenance of any other public improvements, all necessary repairs to such facilities shall be the responsibility of the Owner.

IN WITNESS WHEREOF, has hereunto set his hand and seal this day of , 19\_.

Owner

Owner

Approved by the Village of Sugar Grove this day of , 19\_.

By: Village of Sugar Grove

Appendix A

(Letterhead of a Bank, Savings and  
Loan or Mortgage House)

, 19

Village President and Board of Trustees

Village of Sugar Grove

P.O. Box 49

Sugar Grove, IL 60554

Re: Subdivision Name:

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110



Letter of Credit No.:

For Account Of:

Amount:

Date:

Gentlemen:

The undersigned (name of financial institution) by (name and title), its duly authorized agent, hereby establishes and issues this Irrevocable Letter of Credit in favor of the Village of Sugar Grove in the amount of \$\_, which represents 120% of the cost of the improvements described herein. Such credit is available to be drawn upon by said Village upon presentation to this Bank of your demand for payment accompanied by a copy of this Letter of Credit.

This letter of credit is issued for the purpose of securing and paying for the installation of the following public improvements in the aforesaid subdivision:

**DIVISION "A" - SANITARY SEWERS**

(engineer's estimate = )

**DIVISION "B" - WATER MAIN**

(engineer's estimate = )

**DIVISION "C" - STORM SEWERS**

(engineer's estimate = )

**DIVISION "D" - STREETS**

(engineer's estimate = )

**DIVISION "E" - DETENTION BASIN**

(engineer's estimate = )

**DIVISION "F" - MISCELLANEOUS IMPROVEMENTS**

(engineer's estimate = )

**Total engineer's estimate =**

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.

The development is legally described as follows:

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*(Insert legal description)*

*Said public improvements shall be constructed by (subdivider), our customer, in accordance with the plans, specifications, completion schedules and cost estimates prepared by (subdivider's engineer).*

*The undersigned agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimates for said modifications.*

*This Irrevocable Letter of Credit shall expire on , 19\_, provided, however, the undersigned shall notify the Village Clerk, by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.*

*This Irrevocable Letter of Credit shall remain in effect until (expiration date), 19\_, without regard to any default in payment of money owed to the Issuer by our customer and without regard to other claims which the Issuer may have against our customer, and in no event shall terminate without notice as specified above.*

*This Letter of Credit may be renewed by the Issuer or our customer prior to the above expiration date by submitting a new Letter of Credit of the same form and substance as this Letter of Credit to the Village Clerk in an amount equal to 120% of the estimated cost to complete and pay for the above described improvements.*

*It is agreed that the following shall be considered a default by our customer and shall entitle the Village to make demand on this Letter of Credit:*

- (1) That said Letter of Credit will expire within thirty (30) days and has not been renewed; or*
- (2) That the aforesaid improvements have not been completed by the subdivider at least thirty(30) days prior to the aforesaid expiration date; or*
- (3) That the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements, in accordance with the schedule or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or*
- (4) That the Village of Sugar Grove has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or*
- (5) That the Village of Sugar Grove has determined that the public improvements or other improvements covered by this commitment have been or are likely to be the subject of liens or other claims by contractors, subcontractors or third parties; or*
- (6) That if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been*

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12



*notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.*

*The Issuer's obligation to the Village is based solely on this Irrevocable Letter of Credit engagement between this financial institution and the Village and is not subject to instructions from our customer.*

*It is recognized that the Village has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this financial institution and our customer.*

*This Irrevocable Letter of Credit sets forth in full the terms of the undertaking between the Issuer and the Village, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any document, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.*

*Demands on this Letter of Credit shall be made by presenting the Issuer with a letter from the Village Clerk of the Village of Sugar Grove demanding payment accompanied by the certificate of the Village Clerk of the Village of Sugar Grove certifying the basis for the default and demand on this Letter of Credit.*

*The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the Village Clerk of the Village of Sugar Grove certifying that this Letter of Credit may be reduced and the amount by which this Letter of Credit may be reduced. The outstanding balance of this Letter of Credit shall be the face amount of this Letter of Credit less any amount which is discharged upon certificate of the Village Clerk; provided, however, the outstanding balance of this Letter of Credit shall not be reduced to less than 10% of the initial face amount of the Letter of Credit until the Village Board of Trustees accepts the aforementioned improvements and a certificate of the Village Clerk certifying that the Letter of Credit has been released by the Village Board of Trustees of the Village.*

*All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.*

*The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the Village in enforcing collection of this Letter of Credit in accordance with it's terms.*

*We hereby engage with you that all demands for payment in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Letter of Credit.*

BY:\_\_\_ ATTEST:\_Name:\_Name:\_Title:\_Title:

STATE OF ILLINOIS     )

: ss.

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113

COUNTY OF KANE )

*I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that , personally known to me to be the (title) of the (name of institution) , and , personally known to me to be the (title) of said institution, and who are personally known to me to be the same persons whose names are subscribed to the foregoing Letter of Credit as such (title) and (title), respectively, and caused the corporate seal of said (name of institution) to be affixed thereto pursuant to authority given by the Board of Directors thereof, as their free and voluntary acts and as the free and voluntary act and deed of said institution.*

*Given under my hand and official seal this day of , 19\_.*

*Notary Public*

(Ord. 604, 9-8-1994)

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114



# EXHIBIT BB

## TIMBER CREST

### ZONING ORDINANCE AND SUBDIVISION REGULATIONS EXCEPTIONS

Code Section(s)	Requested Exception
11-11-4(B)(5) 11-7-5(G)	Reduction in required yards along the periphery of a planned unit development.
11-11-4(B)(6) 11-7-1(C) 11-11-4(B)(10)	Elimination of landscape screening where B-3 Zoned property is adjacent to the Galena Boulevard and Route 56 interchange, and along Galena Boulevard.
11-11-4(B)(6) 11-11-5(E)(2)	Elimination of landscape easement and landscape screening where lots are adjacent to single family residences at the perimeter of the PUD.
11-11-4(B)(8) 12-5-3(E)	Eliminate requirement to fully improve Galena Boulevard except as set forth in the Plat, Plan and Preliminary engineering, or as otherwise required by Village Board.
11-11-4(B)(8) 12-5-3(P)	Reduction in the required street property line radius, as shown in the preliminary engineering.
11-11-4(B)(8) 12-5-7(B)	Increase the maximum block length from 1,200' to 1,500' for Magnolia Lane and Hampton Road.
11-11-4(B)(15)	Increase in the time in which the planned unit development shall be substantially completed from 2 years to 6 years for the Residentially zoned lots, and from 2 years to 10 years for the commercial zoned lots.
11-13-13	Increase in the time in which to apply for a building permit to 5 years for the Residentially zoned lots, and to 10 years for the commercial zoned lots.
11-14-9	That each commercial lot be treated as separate developments under the terms of the sign provisions of the Village Zoning Ordinance.
12-5-3(Q)	Reduction in the minimum horizontal centerline radius on Aspen Lane and Hackberry Lane, as show in preliminary engineering.
12-5-3(Q)	Reduction in minimum tangent for Aspen Lane, Timber Crest Boulevard, Hampton Road, Hackberry Lane and Magnolia Lane, as shown in the preliminary engineering.
12-6-14 (A)&(B)	Elimination of cluster mailbox requirements, and allowance of single mailbox installations done by occupants of single family detached residential units for all single family residential lots.
12-8-2	Elimination of prohibition of development within a wetland area.

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115

Exhibit CC  
Form of Purchaser Informational Letter

**INFORMATIONAL MEMORANDUM**

DATE: May 1, 2006  
TO: ALL PURCHASERS  
FROM: DEVELOPER  
RE: DEVELOPMENT ACTIVITIES

The Village of Sugar Grove has required that this informational letter be included in all closing packages to notify you about certain aspects of the living in a new community that is under construction. You should be aware that there will be construction traffic and noises that accompany an active development and they will be on-going until the final home is closed. Sometimes, construction may be active on a home-site that is next to the home in which you are living.

In addition, an area adjacent to this property has been zoned for commercial development. This area is indicated on the attached site plan. The timing of the construction activities for the commercial area are not known at this time, but such activities could occur at any time in the future.

The Village's transportation plan also calls for an extension of Timber Crest Boulevard. The plans include a bridge over Blackberry Creek and an eventual connection to Hanks Road. Again, the timing for the construction of this roadway extension is not known at this time, but it could occur at any time in the future. Although a route has not been finalized, the attached site plan shows the general location of the proposed extension.

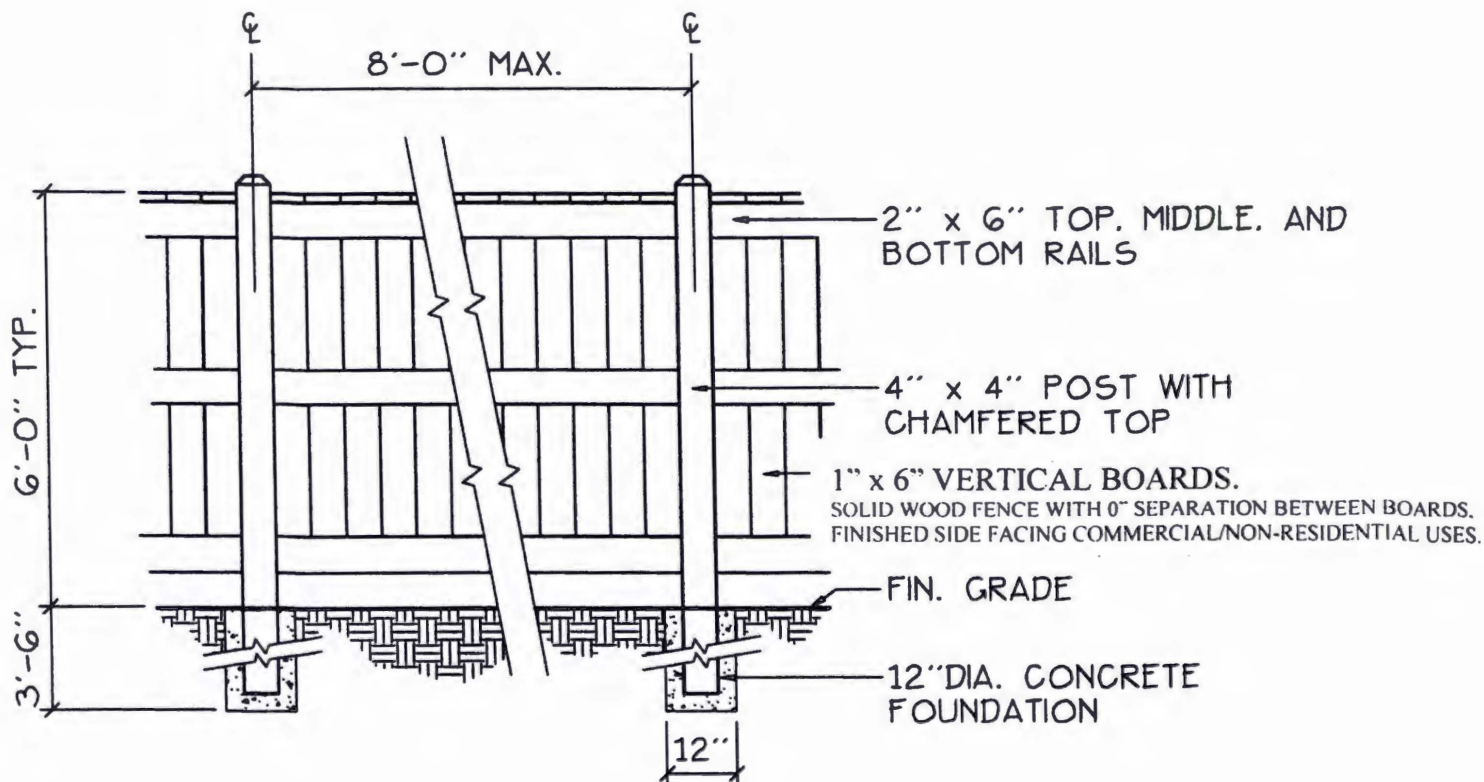
Buying a new home in a new community is an exciting experience. However, please be aware and understand that there will be times that the construction of the community may inconvenience you. Please be assured that we will make every effort to minimize inconveniences to you. Best wishes for many happy years in your new home.

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116







## EXHIBIT DD FENCE DETAIL



SCALE: 3/8"=1'-0"

POOR ORIGINAL  
Recorder Not Responsible  
For Reproductions

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118



## EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against First National Bank as Successor Trustee to GreatBanc Trust Company as Successor Trustee to Aurora National Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

First National Bank as Successor Trustee to  
GreatBanc Trust Company as Successor Trustee to  
Aurora National Bank, not individually,  
but solely as Trustee under Trust No. 1206 & 1207

By Angela Giannetti  
Assistant Vice President &  
Sr. Land Trust Officer