

**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** SCOTT KOEPPPEL, VILLAGE ADMINISTRATOR  
**SUBJECT:** DISCUSSION: DEVELOPMENT AGREEMENT BETWEEN THE  
VILLAGE OF SUGAR GROVE AND CALATLANTIC GROUP INC.  
(BRIGHTON RIDGE)  
**AGENDA:** MARCH 18, 2025, REGULAR BOARD MEETING  
**DATE:** MARCH 12, 2025

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**ISSUE**

Should the Village adopt a development agreement with CalAtlantic Group (Lennar) for the Brighton Ridge development.

**DISCUSSION**

In 2006, an annexation agreement was approved for a development previously known as Timbercrest. Timbercrest was never developed and has remained vacant farmland. The agreement is set to expire on April 17, 2026. Lennar has the property under contract and would like to enter into a development agreement with the Village Board once the annexation agreement is amended and sections are terminated.

Lennar presented the concept for Brighton Ridge in late 2024. The developer considered the feedback from the Village Board and has applied for approval. Along with the zoning, Lennar has requested a development agreement. Staff and the Village Attorney reviewed the proposed development agreement and negotiated the attached agreement.

Some notable terms of the agreement:

1. The developer has 365 days to acquire the property and execute the agreement.
2. The development can be done in phases with a minimum of 25 dwelling units per phase.
3. The developer may continue farming in the interim.
4. The developer may commence at risk mass earthwork prior to the approval and recording of the final plat.
5. The developer shall grant an easement to the Village for a Welcome to Sugar Grove sign.
6. Any updated elevations must be approved by the Village Board.
7. The HOA will be responsible for the maintenance of the guest parking spaces.
8. The Park District shall take part in the design of the parks and eventually take ownership.

**COST**

The developer paid the legal fees associated with the review of the agreement.

**RECOMMENDATION**

The Village Board discuss the development agreement. Staff recommends approval of the development agreement.

**DEVELOPMENT AGREEMENT  
BETWEEN  
THE VILLAGE OF SUGAR GROVE  
AND  
CALATLANTIC GROUP, INC.  
(BRIGHTON RIDGE)**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between the **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation, located in the County of Kane, State of Illinois (hereinafter referred to as “**Village**”) and **CALATLANTIC GROUP, LLC.**, a Delaware limited liability company, or its assigns (“**Developer**”). The Village and Developer may be each individually referred to herein as a “**Party**” or collectively as the “**Parties**”.

**WHEREAS**, the Parties acknowledge that as of the date of approval of this Agreement, the owner of the land consisting of approximately 141.2 acres depicted on the Plat of Survey prepared by Mackie Consultants, LLC, dated October 8, 2024, last revised January 17, 2025 (“**Subject Property**”), attached hereto as **Exhibit A (“Plat of Survey”)** and incorporated herein by reference, located at the northwest corner of IL Route 56 and Galena Boulevard, in Kane County, Illinois, and legally described on **Exhibit B (“Legal Description”)** attached hereto and incorporated herein by reference, is Chicago Title Land Trust Company, as Successor Trustee to Great Banc Trust Company, as Trustee under Trust Agreement dated August 9, 1973 and known as Trust Number C201207 (“**Owner**”);

**WHEREAS**, the Parties acknowledge that as of the date of approval of this Agreement, Developer is the contract purchaser of the Subject Property and the zoning and development entitlements described herein shall only become effective as described in Section I of this Agreement; and,

**WHEREAS**, on or about February 21, 2006, 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, and Pulte Home Corporation, a Michigan corporation, entered into an agreement to annex the Subject Property to the Village, which agreement was recorded with the Kane County Recorder on March 29, 2006 as Document No. 2006K033445 (“**Annexation Agreement**”);

**WHEREAS**, the Illinois Fox Metro Pump Station located on the Subject Property was annexed to the Village per Ordinance No. 20061017A, an Ordinance Annexing Territory to the

Village of Sugar Grove Kane County, Illinois Fox Metro Pump Station on Galena Boulevard, recorded October 30, 2006 as Document No. 2006K119320;

**WHEREAS**, on or about February 21, 2006, the Village approved development of the Subject Property as a planned unit development pursuant to Ordinance 20060221C recorded with the Kane County Recorder as Document No. 2006K040308 (“**Underlying PUD**”);

**WHEREAS**, as of the Effective Date of this Agreement, the Village and the Owner have mutually terminated the Annexation Agreement and amended the Underlying PUD in order to enter this Agreement and establish a new planned unit development (“**New PUD**”) to supersede and replace the Underlying PUD and to control the future development and use of the Subject Property.

**WHEREAS**, as of the approval date of this Agreement, the Subject Property is zoned R1 Low Density Residential District, R2 PUD Single-Family Detached Residential District, and B3 PUD Regional Business District;

**WHEREAS**, contemporaneously with the approval of this Agreement, Developer and Village agree those portions of the Subject Property zoned R1 Low Density Residential, R2 PUD Single-Family Detached Residential, and B3 PUD Regional Business District, and not already zoned R2 PUD or R3 PUD shall be rezoned to R2 PUD and R3 PUD as depicted on the plat of zoning attached hereto, and incorporated herein by reference, as **Exhibit C** (“**Plat of Zoning**”) to develop the Subject Property as a single-family detached home and townhome planned unit development. Developer shall be responsible for all improvements and obligations as shown on all approved plans applicable to the Subject Property and specified herein;

**WHEREAS**, the Subject Property shall be developed with uses and a design in substantial conformance with all the criteria contained in this Agreement and the development plans attached hereto and defined herein;

**WHEREAS**, the Developer and Village have complied with all applicable ordinances and laws of the State of Illinois regarding all petitions for zoning and development approvals relating to the Subject Property, all pursuant to and upon such notices and related procedures as are required by the ordinances of the Village and the laws of the State of Illinois;

**WHEREAS**, the Village published notice of, and held, a public hearing before the Village of Sugar Grove Planning Commission/Zoning Board of Appeals on February 19, 2025, regarding approval of a major amendment to a planned unit development to rescind the Underlying PUD, approval of a special use for the New PUD with waivers/modifications as specified herein;

approval of a preliminary PUD plat, approval of a preliminary plat of subdivision; and approval of a rezoning to R2 PUD and R3 PUD;

**WHEREAS**, the Village published notice of, and held, a public hearing before the Village Board of Trustees on \_\_\_\_\_, 2025, regarding the early termination of the Annexation Agreement and the Village Board of Trustees has received the Planning and Zoning Commission's recommendations regarding the approval of a major amendment to a planned unit development to rescind the Underlying PUD, approval of a special use for the New PUD; approval of a preliminary PUD plat, approval of a preliminary plat of subdivision; and approval of a rezoning to R2 PUD and R3 PUD; and

**WHEREAS**, the Village Board of Trustees, after due and careful consideration, has concluded that the development of the Subject Property on the terms and conditions herein set forth would further the Village's growth and otherwise enhance, promote, and serve the best interests and general welfare of the Village and its residents and has voted to affirmatively approve each of the foregoing actions.

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

**1. INCORPORATION OF RECITALS & TERM OF AGREEMENT.**

The foregoing recitals are hereby incorporated into the body of this Agreement as if fully set forth and repeated herein.

The Parties acknowledge that as of the date of approval of this Agreement, Developer is the contract purchaser of the Subject Property. It is the intent of the Parties that this Agreement be approved and executed by the Parties at the time of Village Board approval of this Agreement, but the effective date of this Agreement, and all entitlement approval ordinances approved at the time of the approval of this Agreement shall be suspended until such date and time as Developer or its assignee takes title to the Subject Property and this fully executed Agreement is recorded (the "Effective Date"). This Agreement and all entitlement ordinances shall not be recorded unless and until Developer takes title to the Subject Property. This Agreement may be executed by the Developer within three hundred sixty-five (365) days of the date of the ordinance approving this Agreement. In the event Developer does not execute the Agreement within such three hundred sixty-five (365) day period, then this Agreement and all ordinances enacted in accordance herewith shall be null and void. The Village Clerk shall only cause the Agreement to be recorded against the Subject Property after receipt of a written notice ("Closing Notice") that the Developer has acquired title to the Subject Property.

This Agreement shall be valid and binding for a period of twenty (20) years commencing on the Effective Date of this Agreement.

## **2. DEVELOPMENT PLANS, ZONING, AND OTHER APPLICABLE ORDINANCES.**

A. The Village has examined the Preliminary PUD Plat prepared by Mackie Consultants, LLC, dated November 15, 2024, last revised January 17, 2025, attached hereto as **Exhibit D (“Preliminary PUD Plan”)**, the Preliminary Plat of Subdivision prepared by Mackie Consultants, LLC, dated November 15, 2024, last revised January 17, 2025, attached hereto as **Exhibit E (“Preliminary Plat of Subdivision”)**, the Preliminary Engineering Plan prepared by Mackie Consultants, LLC, dated November 15, 2024, last revised January 17, 2025, attached hereto as **Exhibit F (“Preliminary Engineering Plan”)**, and the Preliminary Landscape Plan prepared by Gary R. Weber Associates, Inc., dated November 20, 2024, last revised January 17, 2025, attached hereto as **Exhibit G (“Preliminary Landscape Plan”)**, and has reviewed this Agreement and other submissions and documentation provided or required in connection therewith, and finds that they are in compliance with this Agreement and Village ordinances.

B. Contemporaneously with the approval of this Agreement, the Village shall adopt an ordinance approving the Zoning Ordinance & Subdivision Deviations attached hereto as **Exhibit H (“Zoning Ordinance & Subdivision Deviations”)**. The Plat of Zoning, Preliminary PUD Plan, Preliminary Plat of Subdivision, Preliminary Engineering Plan, Preliminary Landscape Plan, and Zoning Ordinance & Subdivision Deviations shall hereinafter collectively be referred to as the “**Development Plans**”. The Village and Developer agree that the Subject Property shall be developed pursuant to this Agreement and the Development Plans. Notwithstanding anything herein to the contrary, in the event of a conflict between the Village’s Zoning Ordinance and Subdivision Regulations, the Plat of Zoning, Preliminary PUD Plan, Preliminary Plat of Subdivision, Preliminary Engineering Plan, Preliminary Landscape Plan, and Zoning Ordinance & Subdivision Deviations, the Preliminary Engineering Plan shall prevail. Once Final Engineering is approved it shall replace Preliminary Engineering. If the Exhibit is silent then the Village’s Ordinances shall apply.

C. The Subject Property shall be developed under the R2 PUD and R3 PUD zoning classifications as a planned unit development pursuant to the provisions set forth in Village’s Zoning Ordinance and Subdivision Regulations, as from time to time amended, and the terms of this Agreement and the Development Plans. All portions of the Subject Property shall be subject to preliminary and final plat and plan review, which may be combined, including any required public hearings. No building permits shall be issued within any portion of the Subject Property which has not been included within a final plat or plan approved by the Village.

**D.** The Village agrees to grant those deviations from the Village's Zoning Ordinance and Subdivision Regulations as specified in this Agreement, depicted on the Development Plans, and shown on the Exhibits attached hereto.

**E.** Subject to Village Engineer approval, the Village and Developer agree that the Subject Property may be developed in phases as will be determined by Developer. For any phase that includes lots designated for development of residential dwelling units, the minimum number of homes or townhomes per phase shall be 25. This requirement shall not apply to any phase that does not include lots designated for the development of residential dwelling units (i.e. phases created for purposes of IDOT approvals, FEMA approvals, etc.). The phases shall be approved by the Village in compliance with the Village's Zoning Ordinance and Subdivision Regulations, this Agreement, the Development Plans, and the Exhibits attached hereto.

**F.** Interim uses set forth below shall be permitted during the term of this Agreement on any portion of the Subject Property not improved for development:

- (i) Agricultural uses, limited to crop farming, provided Developer agrees not to cause or permit the keeping of livestock or farming procedures or methods that are substantially different from those previously practiced on the Subject Property;
- (ii) Parking lots for model homes as approved by the Village Engineer;
- (iii) Stock piling of dirt in each phase, for the duration of an active subdivision construction permit for each phase, subject to Village engineer's approval which shall not be unreasonably withheld so long as the location of said stock piling does not negatively impact the storm water drainage of any adjacent residences, active farmland crops, and/or future park sites, or impede the sight distance at intersections. Soil stockpiles in each phase may remain upon the Property or any portion thereof for that phase for a period of 5 years from the date that is the earlier of (i) the issuance of the mass grading permit, or (ii) the issuance of the site development permit. Following the expiration of such 5-year period for each phase, any remaining soil stockpiles in said phase shall be either (i) removed from the Property, or (ii) leveled, turf seeded, and maintained by the developer or an owners' association, as applicable, and may be respread for use in subsequent phases of development;
- (iv) Temporary storm water management, including, but not limited to, temporary detention, retention and stormwater structures; and
- (v) Construction storage, construction materials, and office/sales trailers, during active construction as permitted Section F of this Agreement. A site is under "active construction" at such time as Developer has applied for and received a building permit. Any construction office or contractor trailer shall be situated to ensure it is more than five hundred feet (500') from any existing residential property in the Windsor Pointe subdivision. Said offices and/or trailers shall be moved, when and

where required, throughout the course of development of the Subject Property. A Village permit must be obtained for the construction trailer, which will not be unreasonably withheld, and such permit must be current and will be subject to renewal on an annual basis.

**G.** Throughout the term of this Agreement, any preliminary or final plats or plans that are in substantial conformance with the Development Plans shall be approved by the Village as if approved by the Village concurrent with the approval of this Agreement.

**H.** Throughout the term of this Agreement, and upon expiration of this Agreement, the zoning, including any land uses, setbacks, lot sizes, lot widths, coverage ratios, parking ratios, and landscaping incorporated in the Development Plans shall remain in effect and shall govern the development of the Subject Property. Developer agrees that the Subject Property shall be developed in substantial conformance with the Development Plans and Village Code of Ordinances.

**I.** With the exception of Section 19 herein relating to sprinkler systems in single-family detached homes, Developer acknowledges that the Village plans to adopt the 2021 Building Codes and agrees that if the Village adopts the 2021 Building Codes before July 1, 2025, then the 2021 Building Codes as adopted will apply to the Property. The Village's Building Code, and other applicable Codes and Ordinances, may be amended for purposes of furthering the public health, welfare and safety, provided that such changes are consistently applied throughout the Village and do not result in the reduction in the number or nature of residential lots and townhome units approved in the Development Plans, do not alter any Zoning Ordinance & Subdivision Deviations provided in this Agreement, or result in any subdivided lot or structure being classified as non-conforming. With the exception of Section 19 herein relating to sprinkler systems in single-family detached homes, the Subject Property shall be subject to any Village resolution, ordinance, or amendment relating to design and operational features that ensure the life safety of building occupants during emergencies one hundred and eighty (180) days after said resolution, ordinance or amendment is adopted by the Village. With the exception of any Village resolution or amendment relating to design and operational features that ensure the life safety of building occupants during emergencies, no new Village resolution, ordinance, or amendment shall become effective as to the Subject Property earlier than hundred sixty-five (365) days from the date of approval of this Agreement by the Village Board. The Village warrants to Developer that the Village has not, during the one hundred and eighty (180) days immediately prior to the date of this Agreement, adopted any ordinances or resolutions, nor amended any ordinances or resolutions, that would change or adversely impact development of the Subject Property in accordance with this Agreement and the Development Plans.



**J.** To the extent of any conflict or inconsistency between the terms or standards of this Agreement and the terms or standards of the Village's Zoning Ordinance, Subdivision Regulations, Building Code, or any other applicable Village code, ordinance, rule, or regulation (collectively "**Village Code**"), the terms and standards of this Agreement and Exhibits attached hereto shall control. Notwithstanding the foregoing and with the exception of Section 19 herein relating to sprinkler systems in single-family detached homes, any changes in provisions of other Village ordinances mandated by the Village for purposes of design and operational features that ensure the life safety of building occupants during emergencies and any changes to State or Federal laws with jurisdiction over the Subject Property that impact the Subject Property after adoption of this agreement shall be excluded from this restriction.

**K.** Addresses shall be issued by the Village upon final plat of subdivision approval.

**L.** The Developer agrees to establish a sidewalk network as depicted on the Development Plans.

**M.** Village shall grant the deviations from the Village Code as depicted on the Development Plans and specified on Exhibit H.

### **3. PUBLIC IMPROVEMENTS AND SURETY BONDS.**

**A.** Prior to commencement of construction for any portion of the Subject Property, the Developer or its assignee of said portion shall provide the Village with surety in the form of a public improvements completion and performance bond or letter of credit in a customary form to be reasonably approved by the Village attorney and issued by an institution approved by the Village (hereinafter sometimes referred to as "**Surety**") in an amount equal to one hundred twenty percent (120%) of the Village-approved estimate of the established costs of the public improvements (including streets and storm water management facilities) to be undertaken for said portion of the Subject Property being developed. The Parties acknowledge and agree that the Surety will include both public improvements (roadway, sewer, water) and select private improvements (which will be retained by Developer) such as detention facilities and private storm, private streets, and open space areas. The estimate of cost shall be initially prepared by the Developer based on the costs for similar projects over the preceding year's time by the Developer and shall then be submitted to the Village Engineer for ultimate determination and approval. The Village and Developer hereby agree to the form of the Surety attached hereto as **Exhibit I**.

**B.** The Surety shall constitute a guarantee that all the public improvements required will be constructed pursuant to this Agreement and the applicable Village Codes and other applicable laws, ordinances, codes, and regulations, and that the approved Development Plans and specifications shall be installed. Said public improvements shall include, but not be limited to,

soil erosion and sedimentation control, earthwork, sanitary sewer not separately bonded for with the Fox Metro Water Reclamation District, potable water main, storm sewer, storm water management facilities, public roadway improvements, streetlights, required landscaping (excluding on lot and private landscaping for the Subject Property), sidewalks, and bicycle paths. Said public improvements shall be completed within a period of time not to exceed five (5) years from the final plat approval (any extension of time may be mutually agreed upon by the Developer and the Village), except that it is agreed by the Parties that installation of the final asphalt surface course for roads may not exceed five (5) years. The Developer shall be allowed to leave the binder course down as long as it is maintained and approved by the Village engineer, but not to exceed five (5) years. Additionally, the Developer shall be permitted to install the final lift at any time within the discretion of the Developer and approval of Village Engineer. Should the Developer fail or default in the completion of such obligation within the permitted time, then the Village may, after complying with the terms and conditions of the Surety, use the Surety to the extent necessary to complete or repair all of the improvements secured thereby.

C. The Developer shall be relieved of all continuing responsibility as to a specific public improvement covered under any Surety provided pursuant to this Agreement once the Village has made final acceptance of said public improvement required to be constructed with respect to a given portion of the Subject Property. Each public improvement properly installed and guaranteed by the Surety deposited with the Village, if requested by the Developer, may be proportionately reduced or released on an individual improvement-by-improvement basis upon the review and recommendation of the Village Engineer and approved by the Village Board. Upon completion of a major portion of the public improvements required with respect to a given portion of the development of the Subject Property, the Surety shall be reduced by the Village within thirty (30) days of receiving a recommendation from the Village Engineer and approval of the Village Board that said Surety is to be reduced. The reduction of said Surety shall be in an amount proportional to the work then completed, as reviewed and recommended by the Village Engineer. The Village agrees that said review by the Village Engineer shall be of reasonable duration after the submittal of all documents required for said review. Notwithstanding anything herein, the Village shall be entitled to retain fifteen percent (15%) of the Surety as security for the installing contractor's performance of any eighteen (18) months warranty obligation hereunder, which may be posted by said installing contractor. Upon the Village's receipt and acceptance of said contractor's replacement security, the Developer Surety will be released. The Village shall promptly release any remaining retained amounts under the relevant Surety. Developer shall retain the option to have the installing contractor substitute its own performance bond to cause the release of Developer's Surety.

#### **4. PUBLIC IMPROVEMENTS WARRANTY.**

**A.** The Village, once it has had the opportunity to review and approve as-built drawings and inspect and fully confirm that the public improvements required to be constructed under this Agreement comply with Village approved plans, specifications, and ordinances, as from time to time amended, shall approve all such public improvements all in accordance with Paragraph B below, shall initially accept its dedication subject to the warranty, as described herein, and shall thereafter operate, maintain, repair, and replace all such public improvements located therein. The Developer shall warrant that all public improvements required to be constructed by it hereunder shall be free from defects in workmanship or materials for a period of eighteen months (18) months after initial acceptance thereof by the Village. Upon notice from the Village, the Developer shall promptly commence remediation of any defects covered by the foregoing warranties. In the event construction of the development in the Subject Property is determined to have damaged any public improvements previously installed by or at the direction of the Developer within the Subject Property, then upon notice thereof from the Village, the Developer causing said damage shall promptly commence to repair or replace any and all public improvements so damaged.

**B.** Within thirty (30) days after (a) receipt of notice from the Developer that certain public improvements and facilities under development have been completed, subject to improvements being free and clear of any snow, the Village shall provide Developer with a punch-list of items that need to be addressed. Upon written notice by Developer that the punch list items have been addressed, the Village shall re-inspect to confirm and provide a final list of deficiencies, if any, within fifteen (15) days of receipt of notice. Within 30 days of Developer providing written notice that all deficiencies have been addressed, the improvements shall go before the Village Board for Final Acceptance. As a condition of Final Acceptance, Developer shall deliver construction record drawings in the following formats: (i) four (4) prints on paper; (ii) a PDF file of the full set in Adobe or similar program; and (iii) an AutoCAD file in DWG format, utilizing the layer system customarily utilized by Owner's engineering consulting firm.

**C.** The Developer agrees to allow for the inspection of any retention facilities or wetland bottom naturalized stormwater management facilities constructed on the Subject Property during several stages of the installation process as determined by the Village Engineer. The inspections shall be conducted by either the Village's engineering services or by another consultant as determined by the Village Engineer, at Developer's sole expense.

**D.** The Development Plans and terms of this Agreement shall govern the development of the Subject Property. The development of the Subject Property shall comply with the Village Code, as from time to time amended, except where such ordinances and regulations conflict with the Development Plans and this Agreement. Upon Village approval of the Engineering Plans, the Developer may rely on the Subdivision Regulations for five (5) years from the date the first final plat or plan is approved by the Village.

## **5. UTILITY CAPACITY AND EXTENSIONS.**

A. The Village has determined and represents to the Developer that the Village's potable water, fire flow, and water storage currently have sufficient capacity to adequately serve the anticipated uses of the Subject Property when developed pursuant to the terms of this Agreement and Development Plans, and that Developer shall not be required to donate any land or construct any improvements, including, but not limited to, water tanks, booster pumps, or other water service related infrastructure to serve the Subject Property other than as depicted on the Development Plans. With respect to sanitary sewer treatment capacity, the Subject Property is served by the Fox Metro Water Reclamation District ("**Fox Metro**"). Developer agrees to take all necessary steps to ensure ongoing service to the Subject Property from Fox Metro, which may include annexation.

B. To the best of the Village's knowledge and belief, there are no administrative, judicial, or legislative actions pending or being threatened that would result in a reduction of, or limitation upon, any Party's right to use the sanitary sewer and potable water supplies and systems serving the Village, and the Village will notify the Developer and use best efforts to promptly take remedial action if such reduction or limitation is threatened in the future.

## **6. EXCAVATION, GRADING AND PREPARATION OF SUBJECT PROPERTY.**

A. Notwithstanding the foregoing paragraph, at the Developer's own risk and upon the Village engineer's approval, which shall not be unreasonably withheld, mass earthwork, erosion control, and grading may be commenced prior to the approval and recording of any final plat or plan; provided that the Village engineer has approved mass grading plans, storm water management plans, and erosion control plans for such work; and further provided that Developer shall post a letter of credit or bond with the Village as security for completion of said improvements and payment in the estimated amount of the cost of such work plus twenty percent (20%), as provided by the Developer's engineer, subject to the review and approval of the Village engineer; and further provided that in the event that Developer performs or constructs any of the public improvements contemplated by Section 3 and Section 10 of this Agreement prior to the time the Village has approved the Preliminary Engineering Plan, the Village may exercise such remedies as it deems necessary to halt such work until such engineering is approved. The Developer shall indemnify, release, and hold harmless the Village and its officers, employees, and consultants from liability for any loss due to the granting of an at-risk grading permit. Guidelines for mass earthwork and are attached in **Exhibit J**.

**B.** At the Developer's own risk and upon the Village engineer's approval, which shall not be unreasonably withheld, limited utility installations and roadway subbase may be commenced prior to the recording of any final plat or plan; provided that the Village Engineer has approved the applicable components of the Preliminary Engineering Plan for such work; and further provided that Developer shall post a letter of credit or bond for completion and payment in the estimated amount of the cost of such work plus twenty percent (20%), as provided by the Developer's engineer subject to the review and approval of the Village engineer, with the Village as security for the completion of said improvements. The Developer shall indemnify, release, and hold harmless the Village and its officers, employees, and consultants from liability for any loss due to the granting of an at-risk utility connection permit.

**7. OFF-SITE IMPROVEMENTS & RECAPTURE.**

**A.** Off-Site Improvements. It is agreed by the Parties hereto that no off-site improvements shall be required to be completed by the Developer other than those improvements to Galena Boulevard as depicted on the IDOT approved Development Plans, nor is any recapture due or payable by Developer for off-site improvements.

**B.** Other Recapture. The Village acknowledges and agrees that it has not approved any recapture obligation which encumbers the Subject Property or which would be payable to the Village or any third party upon the development of the Subject Property by Developer as contemplated by this Agreement.

**8. EASEMENTS AND APPROVALS.**

If required, the Village agrees to assist the Developer with procuring all easements and governmental approvals, at the Developer's expense, necessary or convenient for the construction of any off-site sanitary sewer, off-site potable water improvements, roadway improvements or other required improvements necessary to provide for the development of the Subject Property.

**9. CONNECTION TO VILLAGE SERVICES.**

**A.** No users shall be permitted to connect to the sewer and water mains until the Village or Fox Metro (as applicable) has inspected and approved all such mains, the mains have received final regulatory approval from the Illinois Environmental Protection Agency, if required, and all applicable Village or Fox Metro (as applicable) fees have been paid. The Village shall cooperate with the Developer in a timely manner to assist Developer in obtaining all approvals, if any, from the Illinois Environmental Protection Agency.

**B.** The Developer agrees that at the time of building permit issuance, Village tap-on connection and Meter Connection Unit ("MXU") fees will be paid pursuant to the applicable

Village ordinances in effect at the time of each building permit request. The tap-on connection and MXU fees shall be paid contemporaneously with the issuance of each building permit within the Subject Property for each individual unit by the Developer.

**10. PUBLIC UTILITIES.**

**A.** The Developer shall locate all new on-site utilities to be located on the Subject Property underground as depicted on the Preliminary Engineering Plan. Other than as shown on the Preliminary Engineering Plan, the Village shall not require any other utilities, existing or not yet existing, to be buried. Village agrees to allow Developer to install the necessary utilities in phases, as from time to time approved by Village upon review and approval by the Village engineer, and agrees to cooperate with the Developer to permit the extension of all such utilities along existing public rights-of-way and otherwise allow the extension of all necessary utilities to the Subject Property. However, the Village's agreement to cooperate with the Developer to allow the extension of utilities to the Subject Property shall in no way relieve the Developer of its obligation to obtain any and all easements and permits necessary at its sole cost and expense.

**B.** The Village owns, operates, and maintains a potable water supply and distribution system within its borders and will allow Developer and its assigns to connect the Subject Property to the existing Village water main at locations as depicted on the Preliminary Engineering Plan.

**11. RIGHT-OF-WAY DEDICATIONS.**

The Developer shall dedicate at its sole expense, or cause to be dedicated by each Developer, to the Village, at the request of the Village or concurrent with recording of the final plat of subdivision, all necessary rights-of-way as provided for herein and depicted on the Development Plans.

**12. ROADWAY IMPROVEMENTS.**

**A. GALENA BOULEVARD:** Other than construction of the improvements to Galena Boulevard as shown on the Preliminary Engineering Plan, Developer shall have no obligation to improve any portion of Galena Boulevard. The Village shall assist Developer, at the Developer's sole expense, in obtaining all off-site easements or right-of-way acquisitions necessary to install the Galena Boulevard improvements as shown on the Preliminary Engineering Plan. All Galena Boulevard engineering plans must be approved by IDOT.

**B. INTERIOR STREETS:** All interior streets shall be constructed by Developer as depicted on the Preliminary Engineering Plans.

C. **PEDESTRIAN CONNECTIONS.** The Developer shall construct the pedestrian facilities as shown on the Preliminary Engineering Plan.

D. Preliminary Engineering. Final Engineering shall replace Preliminary Engineering once approved by the Village Board.

**13. INGRESS AND EGRESS.**

The Village hereby approves the proposed public right-of-way connections for which the Village has jurisdictional control to review and approve for the Subject Property as shown on the Preliminary Engineering Plan.

**14. SIGNAGE.**

A. All signage shall meet the Village Ordinances and Codes applicable to signage, except as otherwise modified herein.

B. Developer shall grant an easement to the Village to permit the Village's installation and maintenance of a "Welcome to Sugar Grove" sign. Installation and maintenance of the "Welcome to Sugar Grove" sign shall be the Village's sole obligation. The location of the easement shall be included on the Preliminary and Final Plat of Subdivision.

C. The Village agrees to allow the temporary marketing signage to be used in the Subject Property as depicted on the marketing signage plan attached hereto as **Exhibit K** ("**Temporary Signage Plan**"). The Temporary Signage Plan attached hereto shall be the controlling document with regard to permitted marketing signage for the Subject Property. Said temporary signs shall be removed within six (6) months of ninety-five percent (95%) issuance of certificates of occupancy within the Subject Property or December 31, 2033, whichever is first, and which timeframe may be extended with the Village Administrator's approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, should development of the Subject Property become inactive such that no new building permits are issued for a period of three hundred sixty-five (365) days, then the Village Administrator, at the Village Administrator's sole discretion, reserves the right to require Developer to remove any temporary marketing signage.

**15. MODELS, MODEL AREAS, TEMPORARY TRAILERS.**

A. Construction. The Village agrees to allow Developer to construct, maintain, and use up to four (4) model homes or model units for each type of housing product being constructed. The Developer shall submit to the Village, for its review and approval, plans and specifications

for each model home or model unit intended to be constructed within the model area. The model(s) may be constructed only after (a) a final plat of subdivision has been reviewed and approved by the Village; (b) approval by the Fire District; (c) construction of a hard, dust-free aggregate surface acceptable to the Village in order to provide adequate emergency services to and adjacent to the said model(s); (d) stormwater improvements supporting impervious surfaces, potable water systems for firefighting (e) sanitary sewer and Fox Metro Water Reclamation District approval; and (f) posting of the necessary Surety guaranteeing completion of public improvements.

**B.** It is agreed that all model homes and model units shall not be used as a model until they are connected to all utilities that will then serve the homes. Notwithstanding anything herein to the contrary, Developer shall be permitted to operate model homes on temporary power and/or with generators. The Developer agrees that the party constructing the model home shall release, indemnify, and hold harmless the Village and its officers and employees from any liability for any losses caused as a result of lack of complete utilities, water, or other public improvements connected to or available for said model homes or model units.

**C.** It is agreed that all model homes or model units may be used as a model until one hundred percent (100%) of the homes have received approval of a final occupancy permit.

**D.** Model Area. The Village agrees to permit temporary fencing, lighting, signage, parking lots, and promotional structures in the model area upon submission of appropriate plans to, and approval by, the Village. Said temporary fencing shall be allowed up to four feet (4') in height and shall otherwise be subject to Village fence ordinance and permit requirements and shall be accessible for the provision of emergency services. Said temporary parking lot lighting and/or building lighting shall not generate obtrusive glare or create a nuisance for any occupied dwellings and shall be in compliance with approved lighting standards and Village ordinances. Said temporary model signage shall be as per Section 14 of this Agreement. Said temporary parking lot shall be paved and partially screened on all sides by a combination of trees, shrubs, flowers, groundcover, or ornamental grasses. Further, said temporary parking lot shall be designed to provide circulation and striping in accordance with Village requirements. Said promotional structures shall be limited to a maximum of six (6) flags per model home unit containing flags of nations, states or cities and/or solid color flags or flags containing the company logos representing the Developer and/or or flags containing the development name and/or logo within the Subject Property.

**E.** The Village agrees to accept all public improvements that meet Village Code required to be constructed with respect to the Subject Property in which a fenced-in model area is located prior to the Developer removing all model area amenities including temporary fencing, lighting, signage, parking lots, and promotional structures. Said amenities shall be removed prior to issuance of a residential certificate of occupancy for the permanent occupant.



**F. Temporary Sales Office Trailer.** The Village agrees to allow the Developer to use a temporary sales and leasing office trailer in each development, subject to the submission of plans and specifications to the Building and Permits Department and approval of the same. Said temporary sales office trailer may be used only after a final plat of subdivision where the temporary sales office trailer is located has been reviewed, approved and recorded by the Village. Said temporary sales office trailer shall be removed at such time as the model home or clubhouse being served by said sales office trailer is available for model occupancy. Said Developer shall release, indemnify, and hold harmless the Village and its officers and employees from any liability for any losses caused as a result of water and sanitary sewer not being available to or connected to said temporary sales office trailer.

**G. Model Occupancy.** Prior to the Developer occupying any model home, said Developer shall schedule a final inspection of said model home with the Village's Building and Zoning Department. Upon approval of said final inspection, the respective model home may be used accordingly with a model home occupancy permit.

**H. Temporary Construction Office Trailer.** The Village agrees to allow the Developer to use temporary construction office trailers, subject to the submission of plans and specifications to the Building and Zoning Department and receiving approval of the same. Said temporary construction office trailers may be installed on the Subject Property only after a final plat of subdivision has been reviewed and approved by the Village. There shall be no more than one (1) temporary construction office trailer. The Party requesting the temporary construction office trailer shall release, indemnify, and hold harmless the Village and its officers and employees from any liability for any losses caused as a result of water or sanitary sewer not being available to or connected to said temporary construction office trailer. Said temporary construction office trailer shall be removed within six (6) months of ninety-five percent (95%) issuance of certificates of occupancy within the Subject Property or December 31, 2033, whichever is first, and which timeframe may be extended with the Village Administrator's approval, which approval shall not be unreasonably withheld.

**I. Temporary Construction Storage Trailers.** The Village agrees to allow the Developer to use temporary construction storage trailers, subject to submission of plans and specifications to the Building and Zoning Department and receiving approval of the same. Said temporary construction storage trailers may be installed on the Subject Property only after a final plat of subdivision for the development has been reviewed and approved by the Village. There shall be no more than one (1) temporary construction storage trailer per contractor providing construction services to said Subject Property. However, no more than five (5) temporary construction storage trailers shall be permitted. The Party requesting the construction storage trailer shall release, indemnify, and hold harmless the Village and its officers and employees from

any liability for any losses caused as a result of water or sanitary sewer not being available to or connected to said temporary construction trailer. Said trailers shall be removed upon issuance of ninety five percent (95%) of the certificates of occupancy or expiration of the construction permits related to the trailers, whichever comes first.

**16. LOT SIZES.**

The Village approves the minimum lot sizes and minimum lot widths in accordance with the attached Development Plans.

**17. DESIGN STANDARDS.**

The Village agrees to the land uses, building separations, parking, height, and floor area ratio for the Subject Property in accordance with the attached Development Plans.

**18. ARCHITECTURAL GUIDELINES.**

Developer shall comply with the following architectural guidelines:

**A. Residential Building Exteriors.** The single-family and townhome elevations and permitted building materials are attached hereto as **Exhibit L (“Elevations”)**. The Village hereby approves said Elevations and materials. Additionally, should Developer propose any changes to said Elevations or materials or seek to add additional permitted elevations or materials at any time in the future, said additional elevations or materials shall be subject to review and approval by the Village Board, without a public hearing or review by the Plan Commission/Zoning Board of Appeals being required. Changes to the approved Elevations or materials and approval of additional elevations or materials shall not require an amendment to the Development Plans, this Agreement, or Planning and Zoning Commission approval.

**B. Lennar Anti-Monotony Standards.** The construction of all single-family homes in the Subject Property shall comply with the Anti-Monotony restrictions set forth on **Exhibit M (“Anti-Monotony Requirements”)**.

**19. SPRINKLER SYSTEM.**

**A. Single-Family Detached Homes.** Except as may be required by any applicable and superseding state statute or regulation having jurisdiction over the Subject Property, any Village ordinance, Building Code, Fire Code, or Life Safety Code or regulation which requires the installation of automatic sprinkler systems shall not be applicable to the single-family detached homes to be constructed on the Subject Property.

**B. Townhomes.** Developer shall install a NFPA 13D system and one additional dry sidewall sprinkler head in the garage for each townhome unit. Developer and Village acknowledge and agree no heat detection system shall be required, unless the change is required by any applicable and superseding state statute or regulation having jurisdiction over the Subject Property. Developer shall install a local alarm of one 6” bell per furnace and one exterior A/V per townhome unit. The flow switch shall be monitored by a central station for activation only. The monitoring type will be chosen by Developer and its alarm contractor, at Developer’s sole discretion. The Village agrees that a dialer and/or radio are both sufficient for the application and no exterior notification shall be required above, in, or by the panel.

## **20. FEES, DONATIONS AND CONTRIBUTIONS.**

At the time of building permit issuance, Developer shall pay all fees as specified in **Exhibit N (“Fees”)**. No fee increases enacted by the Village shall be applicable to the Subject Property for a period of five (5) years from the approval of this Agreement by the Village. All fees shall be paid at the time of building permit issuance on a house and unit basis.

The Park Land/Cash Fee for the Subject Property shall be satisfied in part by dedication of land as park sites, with the remaining obligations to be satisfied with a combination of park improvements and the payment of cash on a pro-rata basis at the time of building permit issuance or improvements to the park site. Developer shall enter into an “Improvement and Dedication Agreement” with the Sugar Grove Park District to provide for the design, construction, maintenance, and ownership of the future park site. In the event that the Sugar Grove Park District and Developer are unable to agree upon the terms of the Improvement and Development Agreement, the terms of this Agreement shall prevail, which terms shall be in compliance with the Village’s ordinances.

The school land cash fee shall be satisfied with the payment of cash on a pro-rata basis at the time of building permit issuance.

## **21. COVENANTS, CONDITIONS AND RESTRICTIONS.**

At the time of final plat of subdivision approval for the Subject Property, the Developer shall submit to the Village a copy of the proposed declaration of covenants, conditions and restrictions (CCRs) for said portion of the Subject Property being platted. Prior to recording of the final plat of subdivision for the Subject Property, the Developer shall establish a homeowner’s association which shall be responsible to maintain all storm water management facilities and open space areas, perimeter landscaping along Galena Boulevard, signs, designated guest parking spaces, and common areas, all as depicted on the Development Plans. If the Park District doesn’t

take ownership of the parks included on the preliminary plat or if the Park District is disbanded, all parks shall be the responsibility of the homeowner's association. The Developer may create a sub-homeowner's association that will be responsible for maintaining the townhome component. The Developer shall further create a back-up "dormant" special service area tax district for maintenance of said common areas and storm water management area for the Subject Property prior to or concurrent with the recording of the final plat of subdivision for the Subject Property and in compliance with the Kane County Stormwater Management Ordinance.

## **22. PROFESSIONAL FEES.**

**A.** The Developer shall promptly pay all professional fees incurred by the Village with respect to the preparation and administration of this Agreement and the development pursuant to this Agreement, including, but not limited to, professional fees for engineering and legal services upon receipt of an invoice therefore from the Village ("**Professional Fees**"). All such fees shall be billed at usual and customary rates. The Village hereby agrees to issue itemized invoices to the Developer for the applicable fees for payment of said invoices on a monthly basis. Notwithstanding the foregoing, the Village and Developer acknowledge and agree that the Professional Fees shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

**B.** Village agrees to promptly review any submittals by Developer, including building permit submittals. Village agrees to make every effort to complete engineering reviews within twenty-one (21) working days. Prior to final approval, Village agrees to review any building permit submittal by Developer. Developer shall be allowed to submit one (1) master plan for each model for review and approval by the building department.

## **23. CERTIFICATE OF OCCUPANCY.**

**A.** The Village shall not be obligated to issue a certificate of occupancy for any residential dwelling constructed within the Subject Property until the unit for which a certificate of occupancy is being sought is connected and is otherwise fully capable of being served by sanitary sewers, storm sewers, water mains, public streets, natural gas lines and electric utilities, is in conformance with the Village's Codes and other applicable State laws, and all applicable fees have been paid.

**B.** The above notwithstanding, the Village agrees to issue a temporary occupancy permit in the event that weather conditions prohibit the installation of certain subdivision improvements such as sidewalks, driveways, and required landscaping. Except as otherwise set forth herein, temporary occupancy permits shall only be issued between November 1 and May 1 of each year. Notwithstanding the foregoing, the Village agrees to issue a temporary occupancy permit during any month of the year if such delay is caused by unforeseen weather conditions or

acts of God, including but not limited to fires, explosions, drought, above average seasonal rainfall, flood, war, hostilities, embargos, tariffs, disease, pandemics, etc. The Developer of the lot shall post a financial guarantee to cover the costs of said improvements not covered under the Surety submitted as provided in Section 3 of this Agreement.

**24. VILLAGE ASSISTANCE.**

The Village agrees to cooperate and provide any reasonable assistance requested by the Developer in applying for and obtaining any and all approvals or permits necessary for the development of the Subject Property as long as the Developer reimburse whatever costs and expenses the Village incurs in assisting the Developer, including, but not limited to, those required from the Illinois Department of Natural Resources, Illinois Department of Transportation, Fox Metro Water Reclamation District, the Illinois Environmental Protection Agency, the Army Corps of Engineers, and the Federal Emergency Management Agency. The Village further agrees to reasonably cooperate with the Developer in obtaining all other permits and approvals required by the applicable County and other governmental units having jurisdiction over the Subject Property or development of the Subject Property.

**25. GOVERNING LAW; ENFORCEMENT; REMEDIES.**

**A.** The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Enforcement shall be by an appropriate action or actions to secure the specific performance of this Agreement or to secure any and all other remedies available at law or in equity in connection with the covenants, agreements, conditions, and obligations contained herein. Venue for any action is in the Circuit Court of Kane County, Illinois.

**B.** In the event of a material breach of this Agreement, the Parties agree that the defaulting Party shall have thirty (30) days after notice of said breach to correct the same or diligently commence to cure said breach prior to the non-breaching Party's seeking of any remedy provided for herein. However, any breach by the Developer reasonably determined by the Village to involve health or safety issues may be the subject of immediate action by the Village without notice of thirty (30) day delay. In no event shall the Village or its officers, employees, or agents be held liable for money damages.

**C.** In the event the performance of any covenant to be performed hereunder by either Developer or Village is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation, suspension, or inability to secure any necessary governmental permit, other than a Village license or permit; and

any similar case), the time for such performance shall be extended by the amount of time of such delay.

**D.** The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**E.** In the event a lawsuit is filed in order to enforce the terms of this Agreement, the substantially non-prevailing Party in the lawsuit shall pay all litigation costs, including reasonable attorneys' fees and court costs.

**F.** This Agreement shall be in full force and effect upon the latest of the following: (a) the execution of this Agreement by authorized representatives of the Developer; (b) the execution of this Agreement by an authorized representative of the Village; and (c) Developer's delivery to the Village of a copy of a deed or similar instruments and Closing Notice establishing that the Developer has acquired fee title to the Subject Property, so long as such Closing Notice is delivered within three hundred and sixty-five (365) days of the date the Village Board approves this Agreement. The Village and Developer agree that no development activities shall occur on the Subject Property, nor shall either Party be entitled to avail itself to the rights and obligations specified in this Agreement, until this Agreement is in full force and effect. In the event Developer fails to acquire fee title to the Subject Property within three hundred sixty-five (365) days of the date the Village Board approves this Agreement by resolution or ordinance, then this Agreement shall automatically expire and be of no force or effect.

## **26. INTEGRATION AND AMENDMENT.**

**A.** This Agreement supersedes all prior agreements and negotiations between the Parties and sets forth all promises, inducements, agreements, conditions, and understandings between and among the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them, other than are herein set forth.

**B.** Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the Village and Developer or their successor in interest or their assigns. It is agreed by the Village and Developer that any future amendments to this Agreement, the Development Plans, or the New PUD shall not require the approval of any parties other than the Developer and Village or their successors in interest or their assigns, except to the extent that the subject matter of said

amendment falls within the jurisdiction of a third-party entity or agency. Additionally, in the event of an amendment to this Agreement, then in addition to the Village, only the Developer shall be required to sign said amendment. In no event shall any third-party homebuyers be required to consent to an amendment to this Agreement.

C. The Village may administratively approve any “minor changes”, as defined in Section 11-11-7 of the Village’s Zoning Ordinance, or deviations to the Development Plans, this Agreement, or the New PUD that do not require any amendment to this Agreement, any public hearing, or any Developer’s signature or approval.

## **27. SUCCESSORS AND ASSIGNS.**

This Agreement is assignable by Developer. This Agreement shall inure to the benefit of, and be valid and binding upon, the Developer, its successors and assigns, and is further intended to be binding upon any future Developer. It is understood and agreed by the Parties hereto that in the event all or any portion of the Subject Property is sold or conveyed at any time during the term of this Agreement, all unaccrued obligations and responsibilities of the Developer as herein set forth shall be released and be assumed by such successor owner/developer with respect to the portion of the Subject Property conveyed, and the Developer herein, upon the posting of a substitute surety, shall be fully released from all obligations which relate to any portion of the Subject Property as may have been sold or conveyed. Notwithstanding the foregoing, the Village shall not be required to release any Surety to the Developer until the successor developer has posted replacement Surety for the improvement obligations being assumed by said successor developer, which Surety shall be in a form and amount acceptable to the Village.

Notwithstanding anything herein to the contrary, Developer and the Village acknowledge that Developer may convey title to the Subject Property to a land bank entity prior to or during the build out of the Subject Property, which conveyance shall be permitted by the Village. In the event Developer conveys title to the Subject Property to a land bank, Developer agrees to remain responsible for all obligations under this Agreement, including, but not limited to, posting all surety as is required under this Agreement. Additionally, in the event the Village is required to call any surety posted for failure to complete the public improvements or for any other failure to perform pursuant to this Agreement, Developer waives any defenses to the Village’s calling said surety based on Developer not being vested with title to the Subject Property.

## **28. SEVERABILITY.**

Should any provision of this Agreement or application thereof to any party or circumstance be held invalid, and such invalidity does not affect other provisions or applications of this

Agreement which can be given effect without the invalid application or provision, then all remaining provisions shall remain in full force and effect.

**29. TIME.**

Time is of essence of this Agreement and all documents, agreements, and contracts pursuant hereto.

**30. NOTICE.**

All notices, elections, and other communications between the Parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally or sent by a recognized overnight carrier to the Parties at the following addresses or at such other address as the Parties may, by notice, designate:

If to the Village:

Village Administrator  
Village of Sugar Grove  
160 S Municipal Drive, Suite 110  
Sugar Grove, Illinois 60554

With a copy to:

Sugar Grove Village Attorney

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to the Developer:

CalAtlantic Group, LLC.  
Attn: Scott Guerard  
1700 E. Golf Road, #1100  
Schaumburg, IL 60173

With a copy to:

Rosanova & Whitaker, Ltd.  
Attn: Vince Rosanova  
445 Aurora Avenue, Suite 200  
Naperville, Illinois 60540



Notices shall be deemed received on the third business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt if personally delivered or delivered by a nationally recognized overnight carrier.

**31. MORTGAGES.**

Any mortgage lenders shall be required to sign and approve the final plat of subdivision and/or execute subordination agreements of the respective liens to the Village of Sugar Grove with regard to all public improvements.

**32. CORPORATE AUTHORITIES.**

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

**33. ORDINANCES.**

Except as specifically set forth in this Agreement, the Subject Property shall be subject to all ordinances of the Village as from time to time adopted or amended.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above named.

**VILLAGE OF SUGAR GROVE**

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

Attest: \_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS       )  
  )  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of the Village of Sugar Grove, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public

**DEVELOPER**

**CALATLANTIC GROUP, LLC.**

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

Its: \_\_\_\_\_

STATE OF ILLINOIS        )

)

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby  
certify       that \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_, personally known to me to be the same person whose name  
is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses  
and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public

## **EXHIBIT LIST**

EXHIBIT A  
Plat of Survey

EXHIBIT B  
Legal Description

EXHIBIT C  
Plat of Zoning

EXHIBIT D  
Preliminary PUD Plat

EXHIBIT E  
Preliminary Plat of Subdivision

EXHIBIT F  
Preliminary Engineering Plan

EXHIBIT G  
Preliminary Landscape Plan

EXHIBIT H  
Zoning Ordinance & Subdivision Deviations

EXHIBIT I  
Surety

EXHIBIT J  
Guidelines for Mass Earthwork

EXHIBIT K  
Temporary Signage Plan

EXHIBIT L  
Elevations

EXHIBIT M  
Anti-Monotony Requirements

EXHIBIT N  
Fees

**EXHIBIT A**  
Plat of Survey

**EXHIBIT B**  
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, IN KANE COUNTY, ILLINOIS.

**EXHIBIT C**  
Plat of Zoning

**EXHIBIT D**  
Preliminary PUD Plat



**EXHIBIT E**  
Preliminary Plat of Subdivision

**EXHIBIT F**  
Preliminary Engineering Plan

**EXHIBIT G**  
Preliminary Landscape Plan

**EXHIBIT H**  
Zoning Ordinance & Subdivision Deviations

**Deviation to Zoning Ordinance:**

1. Deviation to Section 11-11-5(C)(3)(b)(1) to permit a minimum lot size of 7,000 square feet for a single-family detached dwelling in a medium density residential planned unit development;
2. Deviation to Section 11-7-3(E)(1)(b) to permit a minimum lot width of 50 feet at the building setback line and 40 feet at the front lot line in the R-2 zoning district;
3. Deviation to Section 11-7-3(F)(1) to permit a minimum front and corner yard setback of 25 feet in the R-2 district;
4. Deviation to Section 11-7-3(F)(2) to permit an interior side yard setback of 7 feet in the R-2 district;
5. Deviation to Section 11-7-3(F)(4) to permit a maximum lot coverage of 50% for Lots 1 through 81. The R-2 zoning district standard of 45% maximum lot coverage shall apply to Lots 82-174;
6. Deviation to Section 11-7-3(I) to permit a first floor living area of 900 square feet in a multi-story residence;
7. Deviation to Table 3 of Section 11-11-5 to permit a maximum net density of 5.2 units/acre;
8. Deviation to Section 11-7-4(G)(1) to waive the minimum front and corner yard setback in the R-3 zoning district;
9. Deviation to Section 11-7-4(G)(2) to waive the interior side yard setback in the R-3 zoning district;
10. Deviation to Section 11-7-4(G)(3) to waive the minimum rear yard setback requirement in the R-3 zoning district;
11. Deviation to Section 11-7-4(G)(4) to permit a side-to-side separation of 20 feet in the R-3 zoning district;
12. Deviation to Section 11-7-4(I) to waive the FAR value requirement in the R-3 zoning district;
13. Deviation to Section 11-7-4(J) to waive the lot coverage requirement in the R-3 zoning district;

14. Deviation to Table 3 of Section of 11-11-5 to permit an average lot size of 8,700 square feet;
15. Deviation to waive the signage requirements set forth in Section 11-14-10. In lieu of the signage requirements of Section 11-14-10, all temporary signage will be constructed in conformance with the Signage Plan included with the submittal material. The Signage Plan shall prevail over the requirements of Section 11-14-10; and
16. Deviation to waive the landscape requirements set forth in Section 11-11-5(E). In lieu of the landscape requirements of Section 11-11-5(E), all landscaping and trees will be constructed in conformance with the Landscape Plan included with the submittal material. The Landscape Plan shall prevail over the requirements of Section 11-11-5(E).

**Deviations to Subdivision Regulations/Engineering Manual:**

1. Deviation to Section II.A. (Subdivision Ordinance) and Section II.A (Engineering Manual) to allow 12” of lime stabilization applied to roadway subgrade and allowance of structural coefficient of 0.10 per 1” of lime stabilization to be credited towards minimum required pavement Structural Number;
2. Deviation to Section II.B.2 – Table A “Minimum Standards for Street Design” (Subdivision Ordinance) and Section II – Table A “Table of Minimum Standards” (Engineering Manual) to permit:
  - 60’ minimum ROW width
  - 28’ minimum pavement width (B-B)
  - 150’ minimum horizontal centerline radius;
3. Deviation to waive Section 12-8-2 “Prohibition of Development” (Subdivision Ordinance) and Section 12-8-4 “Drainage into Wetlands” (Subdivision Ordinance) requirements to permit development as depicted on the engineering plans included with the submittal documents. In lieu of the requirements of Section 12-8-2 and Section 12-8-4, Petitioner will comply with the wetland setback and buffer requirements set forth in Section 9-177(B) of the Kane County Stormwater Management Ordinance; and
4. Deviation to waive the tree requirements set forth in Section 12-6-11 (Subdivision Ordinance) and Section II.K. (Engineering Manual). In lieu of the tree requirements of Section 12-6-11, all landscaping and trees will be constructed in conformance with the Landscape Plan included with the submittal material. The Landscape Plan shall prevail over the requirements of Section 12-6-11.

**EXHIBIT I**  
**Surety – Fidelity Guarantee Standard Letter of Credit**

[DATE]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-XXXXXX

BENEFICIARY:

APPLICANT:

LC AMOUNT:       USD \$XXXX.XX (AMOUNT IN WORDS US DOLLARS)

EXPIRATION DATE: NOT APPLICABLE

RE:

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-XXXXXX IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF [APPLICANT] IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LC AMOUNT.

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) DRAWN AT SIGHT ON FIDELITY GUARANTY AND ACCEPTANCE CORP. DULY AND MANUALLY SIGNED AND MARKED: "DRAWN UNDER FIDELITY GUARANTY AND ACCEPTANCE CORP. LETTER OF CREDIT NO. FGAC-XXXXXX DATED MONTH XX, 20XX" WHEN ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, AND THE FOLLOWING DOCUMENT(S):

BENEFICIARY'S CERTIFICATE DULY AND MANUALLY SIGNED AND DATED BY AN AUTHORIZED OFFICER SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

“(I) THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE DEFAULT OF [APPLICANT] UNDER THE [AGREEMENT NAME] DATED ON OR AROUND [ DATE], (THE “AGREEMENT”) BY AND BETWEEN [BENEFICIARY], AS [•] AND [APPLICANT], AS [•]; (II) THAT [APPLICANT] HAS BEEN GIVEN WRITTEN NOTICE BY [BENEFICIARY] DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; (III) THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED FOR THEREIN, IF ANY; AND (IV) THAT [BENEFICIARY] IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE AGREEMENT AND AS SUCH IS ENTITLED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS OF THE AGREEMENT.”

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP. 700 NW 107 AVENUE – SUITE 204, MIAMI, FLORIDA 33172, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE – PUBLICATION NO. 590 (“ISP98”).

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.

\_\_\_\_\_  
AUTHORIZED SIGNER, TITLE

**EXHIBIT J**  
Guidelines for Mass Earthwork

***For Office Use Only***

Permit # \_\_\_\_\_

Building Dept Approval: \_\_\_\_\_

Fees: \_\_\_\_\_



**601 HEARTLAND DRIVE**  
**Sugar Grove, IL 60554**  
**Phone 630-391-7220**  
**Fax 630-391-7245**  
**www.sugargroveil.gov**  
**permits@sugargroveil.gov**

## MASS EARTHWORK/CONSTRUCTION ACCESS APPLICATION (DEVELOPER PROCEEDING AT THEIR OWN RISK)

**Application Date:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

MASS EARTHWORK	CONSTRUCTION ACCESS
Description of Work:	

Developer/Owner Name		Email Address		Phone	
Developer/Owner Street Address		City	State	Zip	
Contractor Information					
Name(s) of Contractor (s)	Phone#	Email		City	Zip

I certify that I am the owner of record of the above named property, or that the proposed work is authorized by the owner of record, and that I have been authorized by the owner to make this application. I agree to conform to all applicable laws of the Village of Sugar Grove.

Signature of Property Owner (or Attach Signed Contract)	Address (if different)	Phone No.
Signature & Printed Name of Responsible Person in Charge of Work & Email		Phone No.



(FOR VILLAGE USE ONLY)

N/A      YES      NO

PRELIMINARY STORMWATER MANAGEMENT REPORT  
FLOODPLAIN/FLOODWAY AREAS DELINEATED  
WETLAND/BUFFER ZONES DELINEATED  
IDNR/SHPO APPROVED  
NOTICE OF INTENT SUBMITTED TO IEPA  
IDOT ACCESS PERMIT  
US ACOE PERMIT  
US FISH & WILDLIFE SERVICES  
PRELIMINARY GRADING & EROSION/SEDIMENTATION PLAN  
ITEMIZED ENGINEER'S ESTIMATE OF PROBABLE COST (EEOPC)  
LETTER OF CREDIT/BOND@120% OF EEOPC  
CONTRACTOR(S) BONDED & INSURANCE CERTIFICATE  
SITE DEVELOPMENT PERMIT APPLICATION  
OWNER INDEMNIFICATION LETTER  
PRE-CONSTRUCTION MEETING DATE:\_\_\_\_\_

MASS EARTHWORK PERMIT APPROVED

---

SIGNATURE

---

DATE APPROVED

CONSTRUCTION ACCESS PERMIT APPROVED

---

SIGNATURE

---

DATE APPROVED

**EXHIBIT K**  
Temporary Signage Plan

**EXHIBIT L**  
Elevations

**EXHIBIT M**  
Anti-Monotony Requirements

## **EXHIBIT N**

### Fees

	<b>Years 1</b>		<b>Years 1</b>
<b>Building Permit</b>	<b>Single Family Residential</b>		<b>Townhouse Residential</b>
Building Permit	\$ 1,135.00	(1)	\$ 1,135.00
Certificate of Occupancy	\$ 100.00		\$ 100.00
Engineering Review	\$ 490.00		\$ 490.00
Water Meter (1" Meter)	\$ 518.00	(2)	\$ 518.00
<b>Total Building Permit</b>	<b>\$ 2,243.00</b>		<b>\$ 2,243.00</b>
<b>Impact</b>			
Village Road Impact	\$ 5,000.00		\$ 5,000.00
Village Capital Improvement	\$ 2,250.00		\$ 2,250.00
Village Water/Sewer Capital Fee	\$ 3,500.00		\$ 3,500.00
	<u>\$ 10,750.00</u>		<u>\$ 10,750.00</u>
School District Impact	\$ 1,220.00		\$ 1,220.00
	<u>\$ 1,220.00</u>		<u>\$ 1,220.00</u>
Park District Impact	\$ 620.00		\$ 620.00
	<u>\$ 620.00</u>		<u>\$ 620.00</u>
Fire District Impact	\$ 400.00		\$ 400.00
	<u>\$ 400.00</u>		<u>\$ 400.00</u>
Library District Impact	\$ 100.00		\$ 100.00
	<u>\$ 100.00</u>		<u>\$ 100.00</u>
<b>Total Impact Fees</b>	<b>\$ 13,090.00</b>		<b>\$ 13,090.00</b>
<b>Total Permit &amp; Impact Fees</b>	<b>\$ 15,333.00</b>	(3)	<b>\$ 15,333.00</b>
School District Land Cash	\$ 1,816.71		\$ 1,272.43
Park District Land Cash	\$ 2,201.83		\$ 1,542.17
<b>Total Collected by Village at Permit</b>	<b>\$ 19,351.54</b>		<b>\$ 18,147.60</b>

(1) Fee Shown is a minimum, \$0.31 per square foot and varies by size of home and shall be that amount as set time to time by the Village

(2) Based on a typical 1" residential meter. Actual cost varies by size of meter and shall be that amount as set from time to time by the Village

(3) These fees shall be paid at time of permit application.