

VILLAGE OF ALGONQUIN PLANNING AND ZONING COMMISSION AGENDA

Regular Meeting
Monday, August 10, 2020
7:30 p.m.

Pursuant to Governor Pritzker's Executive Order No. 2020-07 (COVID-19 Executive Order No. 5), Governor Pritzker has suspended certain rules of the Open Meetings Act – specifically the Executive Order permits remote public meetings. In light of the current COVID-19 public health emergency and the prohibition of public gathering of 10 or more, the Village Board has chosen to conduct various board and commission meetings remotely. The following information is being made available to the public for the purpose of public participation in the spirit of transparency and an open meeting process.

The complete packet may be viewed online via the Village Board's link on the Village's website, www.algonquin.org. If you would like to listen to and participated in the meeting, please go to <https://algonquin.zoom.us/j/96920774548> or dial in (877) 853-5257 or (888) 475-4499 webinar ID 969 2077 4548.

If you wish to submit any comment, please contact the Deputy Village Clerk in advance of the meeting at 847-658-5609 or meetingcomments@algonquin.org or to comment during the public hearing portion of the meeting after logging into the zoom meeting, please raise your hand and you will be called on, if you are dialing in, dial *9 to raise your hand.

The Village will read such public comments during the public comment portion of the meeting. Any comments received during the meeting but after the public hearing has ended will be provided in writing to the Planning and Zoning Commission and Village Board members after the meeting.

Remote meetings will be recorded for the purpose of accurate meeting minutes.

1. Roll Call - Establish Quorum
2. Request Approval of Minutes of the July 13, 2020 Meeting (NOTE: February 10, 2020 PZC minutes are not yet prepared)
3. Request for Final Plat and Final Plan approval for The Trails of Woods Creek
Case No. 2020-04. Pulte Home Corp., Russell Whitaker and Matt Brolley
 - A. Petitioner Comments
 - B. Staff and Commission Questions/Comments
 - C. Public Comment
 - D. Close Public Comment
 - E. Commission Motion On Petition
4. New/Old Business
5. Adjournment

VILLAGE OF ALGONQUIN
PLANNING AND ZONING COMMISSION
Meeting Minutes
July 13, 2020

AGENDA ITEM 1: Roll Call to Establish a Quorum

Chair Patrician called the meeting to order at 7:30 pm.

Farnum called the roll, Commissioners present were: Hoferle, Patrician, Neuhalfen, Postelnick, Sturznickel, and Szpekowski. Commissioners absent were Laipert.

Staff Members present were: Russ Farnum, Community Development Director, and Brandy Quance, Village Attorney.

Before beginning regular business, Chair Patrician noted this was a virtual meeting and introduced Village Attorney Brandy Quance to provide an overview of the protocols for the meeting.

Quance noted the Village has determined in light of book open emergency and the Governor's gubernatorial order and the Village continuation of proclamation of local disaster, the Village President and the Chair of the Planning and Zoning Commission have determined that an in person meeting is not practical so we are holding this meeting remotely.

The Community Development Director is physically present at the regular meeting location. Quance asked that Commissioners confirm that they can hear all the other members as well as the petitioners so we'll just do that at the roll call notes for the public hearing.

AGENDA ITEM 2: Approval of Minutes from the January 13, 2020 Meeting.

Chair Patrician asked for a motion to approve the minutes of the January 13, 2020 meeting. Patrician noted the minutes from the February meeting were not prepared yet and would be ready at the next meeting.

Commissioner Sturznickel made a motion, seconded by Hoferle, to approve the minutes. Motion passed by roll call vote, 6-0-1 (Laipert Absent).

AGENDA ITEM 3: Public Comment

Chair Patrician called for any public comment, being none, Patrician closed public comment.

AGENDA ITEM 4: Request for a Text Amendment to the Zoning Ordinance and a Special Use Permit to add 2 Dwelling Units above the Main Floor on Property Located at 1226 S. Main Street.

Case No. 2020-03 Blackstone Realty Corp.

Petitioner: Bill Hellyer, Attorney and Kashan Ahmad for Blackstone Realty

OPEN PUBLIC HEARING AND ESTABLISH QUORUM

Chair Patrician announced the request and asked for a roll call vote to establish quorum to open the public hearing.

Farnum called the roll, Commissioners present were: Hoferle, Patrician , Neuhalfen, Postelnick, Sturznickel, and Szpekowski. Commissioners absent were Laipert.

Chair Patrician asked all Commissioners if they could hear the petitioner, Staff, and other Commissioners. All Commissioners indicated yes.

Chair Patrician asked Quance to swear in the petitioners and confirm public notice was proper. Quance did so.

PETITIONER COMMENTS

Attorney Bill Hellyer introduced himself and Kashan Ahmad as the owner of the property, and his corporation is Blackstone Realty Corp. The petition is two-fold, for consideration of an amendment to the Zoning Ordinance to allow dwelling units above the main floor, by special use permit, in the B-1 and B-2 zoning districts, outside of the Old Town District. The second part of the request is for a special use permit for two dwelling units above the main floor at the subject property.

Hellyer pointed out the building was formerly a real estate office that had offices on the main floor and upstairs. After his client purchased the property, he found a retail user for the main floor but cannot find an office tenant for upstairs, which remains vacant and unused.

Hellyer noted they were looking at the highest best use of this property as demographics have changed such that there is no longer a need for as much office space and it worsens with remote work and virtual meetings. But there is an increasing need for rental properties. And there won't be any negative impacts the village or surrounding properties. In fact, it will probably increase the value of the property which subsequently would increase real estate taxes and benefits.

Mr. Ahmad added that when he purchased the building it was vacant and had been for about four and a half years. He completely renovated it and has tried to be successful at renting out second story office spaces, but it has been very difficult and it's just been dead space up until now.

Chair Patrician noted the Commission may have some additional questions, and asked Russ Farnum for the Staff Report.

STAFF COMMENTS

Farnum highlighted the Staff Report and noted that the Zoning Ordinance had no provision for dwelling units above the main floor outside of the Old Town District. Staff supported the proposed zoning ordinance amendment, which allowed consideration of a special use permit for cases such as this.

Farnum also noted Staff was supportive of the special use permit for the subject property, as it was already a two-story building with plenty of parking on the site. There was good egress for the building, and each unit would have its own entrance. Also, it fit the character of the area as this neighborhood was originally homes and transitioned into a mix of residential and commercial uses over time.

Farnum noted that creating more reinvestment in that building generally leads to better upkeep over time with better cash flow, and there were findings in the staff report that were supportive of the request, and Staff recommended approval subject to the conditions outlined in the Staff Report.

COMMISSION QUESTIONS/COMMENTS

Chair Patrician asked for Commission comments or questions. Commissioner Szpekowski asked if there would be adequate insulation in the apartments for soundproofing and with the smoke shop downstairs. Ahmad noted they would be using spray foam, which was higher quality. Ahmad also noted the building would be monitored 24 hours with the fire alarm system. Szpekowski noted she was happy with that.

Commissioner Neuhalfen asked if there would be any signs indicating the apartments on the property. Ahmad noted the existing ground sign would stay for the business, but no additional signs for the apartments.

Neuhalfen asked for clarification on the amendment. Farnum noted that currently apartments are allowed above the ground floor in the Old Town District, but there were no provisions elsewhere in the community. Farnum noted that through a special use, the Commission and Village Board would have an opportunity to review each case, as it came forward.

Commissioner Sturznickel asked if the parking would be more defined. Ahmad noted that the neighboring church put up barricades to keep their members from using Ahmad's property for access. Sturznickel asked about the alley, Farnum noted it is used for access to both the Church parking lot and to access the rear parking on the subject property, but while platted up to Beach Drive, was not improved any further north that the subject property. Farnum noted it was brought up in the Staff Report because there was no need to formalize cross-access through the Church property, as the alley served as public access to the rear parking for the subject property.

Commissioner Hoferle noted he grew up living in an apartment above his family's hardware store. Commissioner Neuhalfen noted he spent many years living in an apartment above the family business, and in fact his offices were currently in that location. Neuhalfen noted he was supportive of the request and his concerns had been addressed.

Chair Patrician asked if approving one special use petition for this use set any sort of precedent to approve other requests. Farnum noted each request is reviewed on its own merits, and one decision does not set precedent for future decisions. The Village is not obligated to make that same decision time and time and time again. So you have a completely different situation in the Commons than you do on South Main Street, whether it's the parking, the design of the building, the layout of the surrounding land uses, all of those things that you weigh to make land use decisions all factor into whether or not you're being consistent.

Village Attorney Quance confirmed that the Plan Commission uses the eight decision factors in the LaSalle case.

Chair Patrician asked Mr. Ahmed if there were any plans to change the exterior of the building. Ahmed explained that if the apartments were approved, he was going to put in new windows and

replace the roof. Ahmad noted the parking took up most of the rest of the property, so adding any green space was not feasible. Patrician noted he recognized the building was vacant for some time and appreciated Ahmad's investment in the property.

PUBLIC COMMENT

Patrician called for any public input on the case. Farnum noted he was at Village Hall and there were no members of the public present, and anyone participating in the meeting online could either raise their hand with the button on the control panel, or dial *9 on the phone to indicate you'd like to speak.

Farnum noted that there were 12 participants present at the hearing and no one was indicating that they wanted to speak.

Chair Patrician closed the public comment. Patrician asked if any Commissioners had any more comments, questions or concerns.

Neuhalfen noted he raised two girls in the apartment and from his experience, apartment dwellers took very good care of the property and provided maintenance, and he was very much in favor of this ordinance and the request.

COMMISSION MOTION ON PETITION

There being no more discussion, Chair Patrician called for a motion on the request.

Commissioner Neuhalfen made a motion to approve the request for a Zoning Ordinance Amendment, and a Special Use Permit to add 2 dwelling units at 1226 S. Main Street, consistent with the plans presented by the petitioner, Blackstone Realty Corp., the conditions recommended by Staff, and the findings of fact. Second by Sturznickel.

Farnum called the roll, and motion passed 6-0-1 (Laipert Absent). Attorney Hellyer and Mr. Ahmad thanked the Commissioners. Chair Patrician closed the public hearing on Case No. 2020-03.

NEW/OLD BUSINESS

Chair Patrician asked if there were any New/Old Business items. Sturznickel asked if there would be an August meeting, Farnum confirmed there was one item on the agenda.

ADJOURNMENT

Chair Patrician entertained a motion to adjourn the meeting. Szpekowski made a motion to adjourn the meeting, second by Postelnick. Motion passed 6-0-1 (Laipert absent). Meeting adjourned at 8:10 pm.



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: August 7, 2020

TO: Planning and Zoning Commission

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Final Plats and Plans, Trails of Woods Creek PUD*

Pulte Home Corporation has petitioned for approval of the Final PUD and Final Plats (Phase 1 and Phase 2) of their Trails of Woods Creek project. This is the redevelopment of the former Terrace Hill Golf Course property, located on the south side of Algonquin Road, west of Fairway View Drive.

The plats and plans are in conformity with the approved Preliminary Plat and Preliminary PUD, as approved by the Village Board, which included several changes from the prior Planning and Zoning Commission review (a brief summary of the changes is below). The submittal also provides proof of compliance with the conditions set forth in the Preliminary PUD Ordinance. Most of the Staff comments and conditions are technical in nature and relate to revisions necessary to comply with Village standards.

Changes between the plan originally reviewed by PZC and that approved by the Board included the following:

- Elimination of the commercial parcel in favor of six additional home sites;
- Internal addition of five other home sites;
- Addition of off-site improvements to Fairway View Drive including sidewalk, street trees, and traffic calming features;
- Updated building elevations to include more brick and other features.

The natural features on the existing site, including the flood plain and wetlands, will be enhanced and most of the wetlands area will be dedicated to the Village for proper long term maintenance. The wetlands are included with nearly 35 acres of park land proposed for Village dedication. The plat(s) should label these lots “to be dedicated to the Village of Algonquin for park and open space”. Much of the development is comprised of private open spaces as well, with HOA ownership and maintenance. Nearly every lot in the subdivision has adjacent open space, either private or public. Trails and walking paths wind throughout these areas.

The tree preservation plan has been finalized, as has the landscaping plan. Of the 930 existing trees on site, 785 will be removed, and replaced with 1,861 new trees, not including the substantial street trees included in the plan. This is an additional 72 tree increase over the approved Preliminary plans. Two existing dead trees are shown for preservation, which should be removed. The landscaping plan includes foundation planting packages for each lot, and enhanced entry features and development signage. These are attractive and will be maintained by the HOA. Some of the seed mixes and landscape details in the detention areas and park land require adjustment as outlined in the Public Works review memo.

The Algonquin Road pedestrian crossing is shown and designed as discussed earlier. The McHenry County DOT review notes that it may be worth moving to the other side of the intersection, as the grades may work better. Review and consideration of that will occur as the developer gets closer to actually constructing that improvement. McHenry County DOT has provided a substantial review of other details and revision that need to be made, these are minor in scope and do not impact the overall project, revisions will be made prior to construction of the improvements.

The developer has provided covenants that accurately detail the responsibilities of the HOA, including provisions that the Board wanted included, such as restrictions on renting units. The development will still require a backup Special Service Area, which allows the Village to levy a special tax upon this development to pay for common area maintenance, should the HOA fail to properly do so. This SSA adoption will be a subsequent action to the approval of the Final Plat.

The Huntley Fire Department, Public Works Department, Village Engineer and McDOT have reviewed these plans and plats and recommended approval with conditions as outlined in their respective review comments. Approval of the Final PUD and Final Plats for Trails of Woods Creek, Phases 1 and 2, is recommended subject to the following conditions:

1. The Final Plat of Phase 1 and Phase 2 of the Trails of Woods Creek by Cemcon, dated 7-10-20, the Final Engineering by Cemcon dated July 10, 2020, the Final Landscape Plan by Dickson Design Studio dated July 13, 2020, and the Tree Preservation and Removal Plan revised per Final Site Plan and dated July 13, 2020, and related documents, shall be revised to incorporate the comments found in Public Works Staff Review Memo #3 dated August 5, 2020, McHenry County Division of Transportation review dated August 4, 2020, Christopher B. Burke Engineering Ltd. Fourth Review memo dated August 6, 2020 Huntley Fire Department Review memo dated 7/16/2020;
2. Street names are subject to final review and approval by the Public Works Director and the Huntley Fire Department;
3. The Covenants are approved subject to final review and approval by the Village Attorney;
4. That site construction, utility installation and grading shall not commence until a Site Development Permit has been issued by the Village. All offsite and onsite utilities serving the subject property shall be underground. No water or sewer construction shall

occur until water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency. No wetlands or flood plain work shall occur with appropriate permits from the US Army Corps of Engineers, appropriate State authorities, and prior approval from the Public Works Department.

5. The developer shall otherwise comply with all terms of the approval of the Preliminary PUD and Plats for the Trails of Woods Creek, and the Development Agreement.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: August 5, 2020

TO: Russ Farnum, Community Development Director

CC: Robert Mitchard, Public Works Director

FROM: Victor C Ramirez, P.E. Project Engineer (CBBEL)

SUBJECT: **Case No. 2020-04. PW Staff Review #3**
*Trails of Woods Creek Development – Final Plat of Subdivision,
Final Site Plan, Final Engineering, Final Landscaping, and Final Stormwater
Report*

The Public Works review team has reviewed the July 13, 2020 Pulte Homes Final Submittal Package for the Trails of Woods Creek.

Our review comments are as follows:

This review requires all comments in the CBBEL review of this submittal be addressed.

1.) Street Lighting:

- Overall street lighting seems excessive. Provide photometric calculations to support the number, location, and lighting levels.
- We feel lighting, at the appropriate levels, be installed on Fairway View Drive from Rt. 62 south to Nottingham.
- The overhead power lines on Fairway View Drive from Rt. 62 to Nottingham should be buried.

2.) Elevation contours, drainage and grading:

- Sheet 19: Behind lot 31 there is a point elevation of 889.0; we believe should be 899.0.
- Sheet 25: Behind lot 156 there is a contour elevation of 886.0; we believe should be 879.0.
- Sheet 25: There are missing contour elevations on Outlot E.
- There is concern that the average NWL depth in retention ponds is about 7 feet. Evaluate with a consultant if this depth is sufficient to support fish habitat through the winter without a kill-off of fish.

- All Drainage and Grading Plan sheets: Provide a detail and x-sections of the overflow weirs typically depicted as “A-A” with arrows, “B-B” with arrows, etc.
- Provide a x-section detail of the rear yard 4” PVC drain tile. Also, provide specific language that delineates these as homeowner or Association responsibility for maintenance in perpetuity.
- Fairway View Drive 24” discharge pipe and overland flow route: Staff does not want the overland flow to be over the road but rather under the road. Redesign this storm sewer to accommodate the necessary restriction but also convey the excess flow under Fairway View Drive.

3.) Pavement marking, pavement, and traffic calming feature:

- Sheet 36: Proposed Typical Pavement Marking Section Fairway View Drive: Remove the word “paint” after 6”. These lines will be thermoplastic. Also, change 4” “skip dash” to 4”-“double yellow”.
- Sheet 36: Redesign the traffic calming feature with tapered curb at all four ends to allow snowplow safe movement (probably 7:1), and remove the transition to the crosswalk and just carry the curb straight through the whole length at the reduced width. This also serves as a traffic speed table and elevations need to be revised to provide for this. (see attached speed hump detail but modify to fit this situation). The pavement paver installation shall follow the details in the attachment.
- Sheet 4: The final surface for the bikepath should be 2.5”.
- Sheet 4: The roadways should be installed using the Murphy Technologies method.
- Install Speed limit signs at the entrances to the subdivision.
- Sheet 11: Stop signs are not required where street G meets street K and where street F meets street B.
- All medians must have mountable end noses. (see attached detail red cloud dwg. 46).

4.) Utilities:

A.) Water:

- Sheet 9: Move V5 from Street B to the watermain immediately adjacent to Lot 259 to allow isolation for the section from Bunker Hill Drive to Street B.
- Sheet 41 and others: Provide a table of pipe crossing conflicts with elevations for all locations. The cradle support is unclear and not desirable. Consider watermain quality pipes for crossings. Provide details for watermain dipping at crossings vs. degree fittings if feasible.

5.) Bikepath:

- Eliminate lot 76 or 77 to provide a wider area to provide a smoother transition from Street K to the main bikepath.
- Consider eliminating the bikepath between lots 177 and 178.

6.) Landscaping:

- L 2.0, L 2.1, L 2.2, L 2.3, L2.4: Clearly state and delineate that all monuments and associated landscaping are to be maintained in perpetuity by the Association.
- Label common area plants with species and quantities.
- Many tree species submitted do not thrive well in the Algonquin area. Attached is a list of street tree species substitutions required.
- The total property species and quantities list must be provided in one grouping, with parkways and public spaces listed separately. Provide in a digital (Excel) format also.

- Please eliminate the following “traditional” all-ways crossings at intersections. This is to reduce potential pedestrian conflicts and the reduction in future ADA ramp maintenance:
 - South xing at A and B
 - South xing at F and B, if light remains at north crossing
 - South xing at B/F and C, keep the crossing nearest to light pole after lighting has been revised
 - East xing at E and C
 - South xing at C and D
 - East xing at K and G west
 - West xing at K and G east but receiving apron must be added on the opposite side of Street K for East crossing.

7.) Other:

- Show details for all handicapped accessible ramps with elevations.
- Make sure Outlots G&H are dedicated to the Village of Algonquin
- A sliver of outlot G that is south of Nottingham need to be a separate outlot owned by HOA because this is a formal landscape area
- Split rail fence needs be installed behind Lot 201-239, 240-254 & 255-280
- We suggest that you not do native plantings around the HOA owned detention basins. We have not had any success with these being maintained properly in the Village. Thus, they become overgrown with weedy invasive species that make their way downstream to out restored and managed areas.
- The plat does not show what will be dedicated to the Village of Algonquin
- There is not restoration/naturalization for Outlot H. We need to see this and review it.
- Before anything goes forward with the wetland plantings and ACOE requirements and any approvals, PW need to meet with the developer to discuss expectations of these area, who will own what and the long term maintenance plans.
- On the Final Landscape Plan, all “Shade Tree, Ornamental Trees, & Shade Trees” (if applicable) should be removed from all proposed prairie buffer areas. Scattered oaks should be the only tree species specified; swamp white oak (*Quercus bicolor*) and red oak (*Quercus rubra*) are recommended.
- Please do not use “Predator Control” as outlined on Page 6 of the Native BMP & Wetland Buffer Planting/Mitigation Plan. The Village does not want “Predator Control” installed in Lot G specifically. since the Village will take over management of that area.
- The Village has implemented dozens of successful ecological restoration projects and requires standard “Vegetation Performance Standards” that are less complex to assess than those listed on Pages 10-11 of the Native BMP & Wetland Buffer Planting/Mitigation Plan. The Village’s standard vegetation performance standards are attached and should be used for this project:
- Appendix A of the Native BMP & Wetland Buffer Planting/Mitigation Plan contains proposed “Native Seed & Plug Mixes”. The Village requires the use of less diverse, shorter, and more colorful mixtures. Please use the seed mixtures listed below. These must be used on lots G&H

- We did not observe a planting plan for Lot H in the Native BMP & Wetland Buffer Planting/Mitigation Plan or Final Landscape Plan. Please use the “Mesic Prairie Seed Mixture” (below) be used on Lot H.

WET PRAIRIE/MEADOW SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses, Sedges & Rushes:			
<i>Carex comosa</i>	Bristly sedge	2.4	
<i>Carex vulpinoidea</i>	Fox Sedge	2.4	
<i>Glyceria striata</i>	Fowl mana grass	1.2	
<i>Juncus dudleyi</i>	Dudley's rush	0.2	
<i>Juncus effusus</i>	Common Rush	0.1	
<i>Panicum virgatum</i>	Switch grass	25.2	
<i>Spartina pectinata</i>	Prairie cord grass	7.2	
Total Grasses & Sedges		38.7	2.4
Forbs:			
<i>Alisma subcordatum</i>	Water plantain	1.2	
<i>Asclepias incarnata</i>	Swamp milkweed	24.9	
<i>Helenium autumnale</i>	Sneezeweed	1.0	
<i>Liatris spicata</i>	Marsh blazing star	12.9	
<i>Lobelia cardinalis</i>	Cardinal flower	0.5	
<i>Lobelia siphilitica</i>	Great blue lobelia	0.5	
<i>Physostegia virginiana</i>	Obedient plant	5.7	
<i>Oligoneuron riddellii</i>	Riddell's goldenrod	1.5	
<i>Rudbeckia hirta</i>	Black eyed Susan	1.0	
<i>Rudbeckia subtomentosa</i>	Sweet black-eyed Susan	3.7	
<i>Symphyotrichum novae-angliae</i>	New England aster	1.9	
Total Forbs		64.8	3.4
Total All Species		93.5	5.8
Temporary Cover Crop:			
<i>Elymus virginicus</i>	Virginia wild rye	32.0	2.0
<i>Avena sativa</i>	Common oats	320.0	20.0

Plant plugs are not necessarily needed for the “Wet Meadow” but if installed, the Village recommends considering the following. This same list is also recommended in replacement of the “Shoreline Plant Plug List” from the plan.

Scientific name	Common Name
<i>Carex vulpinoidea</i>	Brown fox sedge
<i>Iris virginica</i>	Blue flag Iris
<i>Liatris spicata</i>	Marsh blazing star
<i>Lobelia cardinalis</i>	Cardinal flower
<i>Spartina pectinata</i>	Prairie cordgrass

MESIC PRAIRIE SEED MIXTURE			
Scientific name	Common Name	Oz./Acre	lbs./Acre
Grasses & Sedges:			
<i>Andropogon scoparius</i>	Little bluestem	200.0	
<i>Bouteloua curtipendula</i>	Side oats grama	24.2	
<i>Carex bicknellii</i>	Copper-shouldered oval sedge	15.1	
<i>Panicum virgatum</i>	Switch grass	18.9	
Total Grasses		258.1	16.1
Forbs:			
<i>Asclepias tuberosa</i>	Butterfly weed	16.2	
<i>Echinacea purpurea</i>	Purple coneflower	17.2	
<i>Echinacea pallida</i>	Pale purple coneflower	21.8	
<i>Eryngium yuccifolium</i>	Rattlesnake master	15.1	
<i>Heliopsis scabra</i>	False sunflower	8.7	
<i>Monarda fistulosa</i>	Wild bergamot	0.7	
<i>Penstemon digitalis</i>	Foxglove beard tongue	1.2	
<i>Petalostemum purpureum</i>	Purple prairie clover	9.4	
<i>Ratibida pinnata</i>	Yellow coneflower	2.2	
<i>Rudbeckia hirta</i>	Black eyed Susan	1.0	
<i>Solidago rigida</i>	Stiff goldenrod	2.5	
<i>Symphotrichum novae-angliae</i>	New England aster	1.8	
<i>Tradescantia ohlensis</i>	Spiderwort	17.9	
Total Forbs		115.8	7.2
Total All Species		373.9	23.4
Temporary Cover Crop:			
<i>Elymus canadensis</i>	Canada wild rye	24.0	1.5
<i>Avena sativa</i>	Common oats	320.0	20.0

Emergent Plant Plugs		
Scientific name	Common Name	Planting Zone (below NWL)
<i>Iris virginica</i>	Blue flag Iris	6" above to 3" below NWL
<i>Pontederia cordata</i>	Pickering weed	between 1' and 2' below NWL
<i>Sagittaria latifolia</i>	Arrowhead	Between 6" and 1.5' below NWL
<i>Sparganium eurycarpum</i>	Burreed	0" to 1' below NWL

Native Seeding Performance Standards

SECTION: NATIVE SEEDING

THE CONTRACTOR SHALL GUARANTEE SEEDED AREAS WILL MEET OR EXCEED THE FOLLOWING PERFORMANCE CRITERIA THREE FULL GROWING SEASONS AFTER PROVISIONAL ACCEPTANCE: 80% TOTAL (AERIAL) PLANT COVER AND AT LEAST 60% RELATIVE COVER BY SEEDED AND/OR PLANTED NATIVE SPECIES IN EACH PLANT COMMUNITY. IN ADDITION, NON-NATIVE AND/OR INVASIVE NATIVE SPECIES SHALL COLLECTIVELY NOT COMPRISE GREATER THAN 30% RELATIVE COVER IN EACH PLANT COMMUNITY. OPPORTUNISTIC INVASIVE/NON-NATIVE SHRUBS AND TREES SHALL NOT EXCEED 5% OF ANY PLANT COMMUNITY.

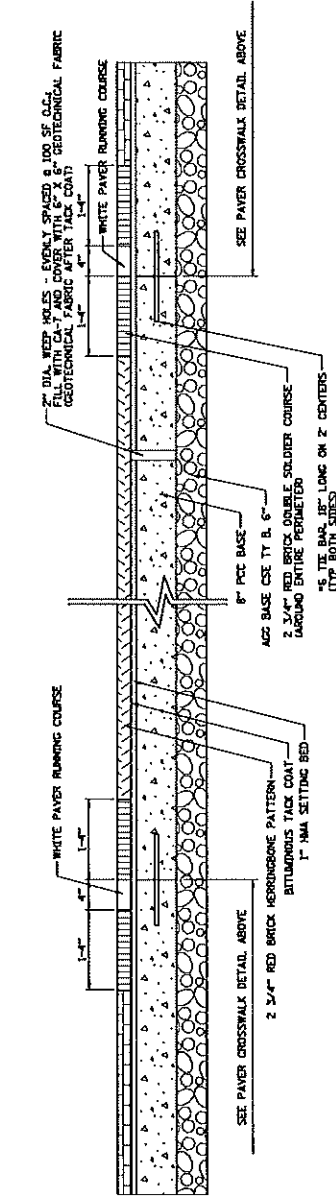
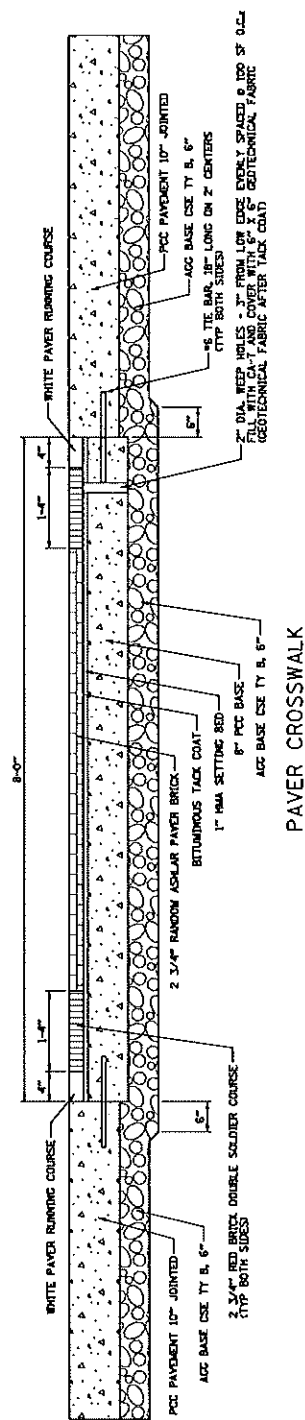
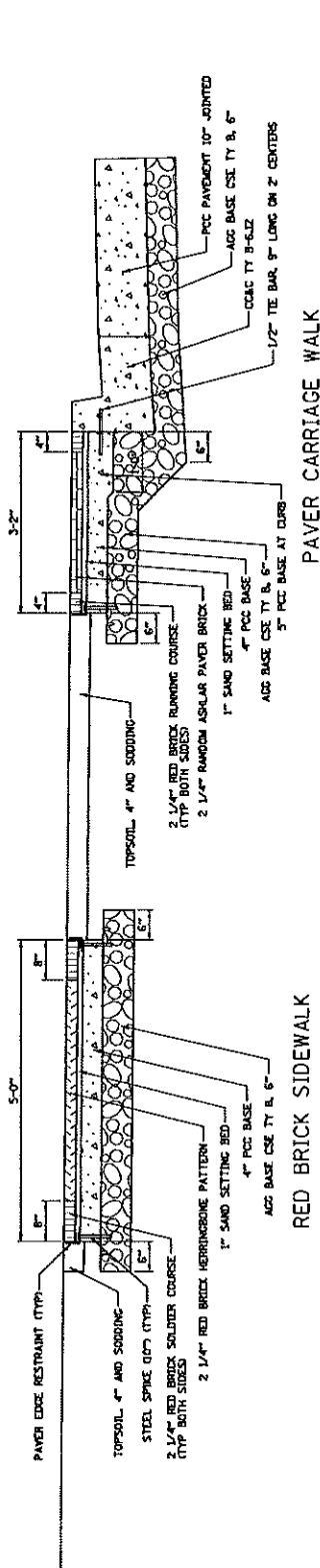
REMEDIAL ACTION: IF SEEDED AREAS FAIL TO MEET THE TERMS OF THE GUARANTEE, THE CONTRACTOR WILL DEVELOP A REMEDIAL ACTION PLAN THAT TAKES INTO CONSIDERATION THE SITE GOALS AND SPECIFIC DEFICIENCIES. THE CONTRACTOR WILL SUBMIT THE REMEDIAL ACTION PLAN TO THE OWNER FOR APPROVAL THEN IMPLEMENT THE REMEDIAL ACTION PLAN AND SUBMIT A REPORT THAT DESCRIBES THE REMEDIAL ACTION TAKEN. CONTRACTOR WILL NOT BE REQUIRED TO PERFORM REMEDIAL SEEDING FOR A MINIMUM OF ONE GROWING SEASON.

SECTION: NATIVE HERBACEOUS PERENNIAL PLANTING

THE CONTRACTOR SHALL GUARANTEE PLANTED AREAS WILL MEET OR EXCEED THE FOLLOWING PERFORMANCE CRITERIA ONE FULL GROWING SEASON AFTER PROVISIONAL ACCEPTANCE: 70% SURVIVORSHIP OF ALL HERBACEOUS PLANTS. IF MORE THAN 30% OF THE PLANTS DO NOT SURVIVE AFTER ONE YEAR, THE CONTRACTOR SHALL RETURN TO THE SITE AND REPLANT LOST PLANTS AS SPECIFIED BY THE OWNER AND/OR TO MEET THE PERFORMANCE STANDARD.

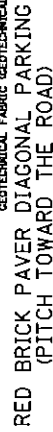
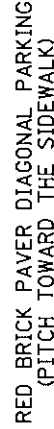
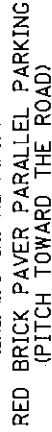
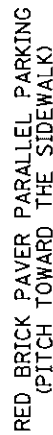
SECTION: NATIVE TREE PLANTING

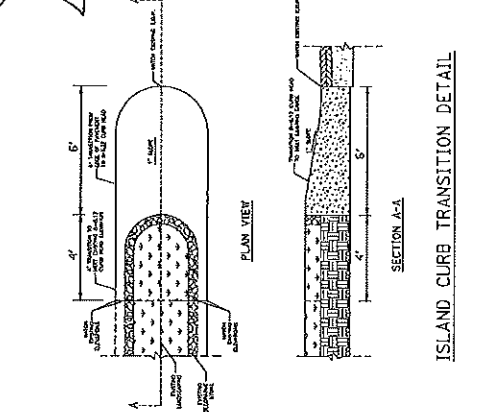
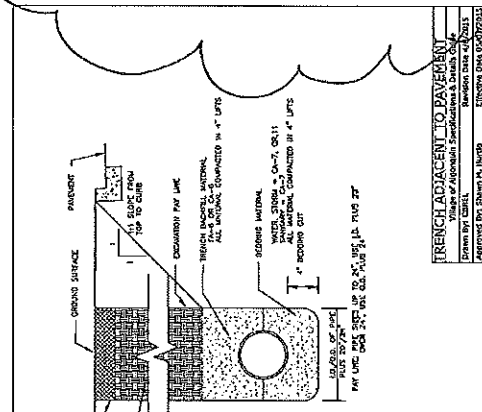
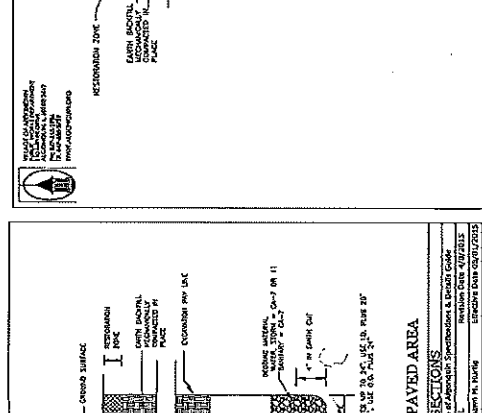
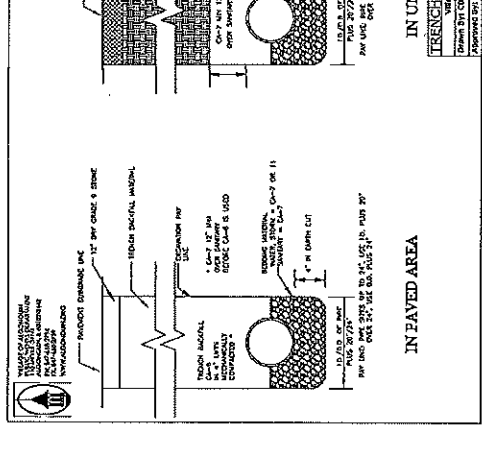
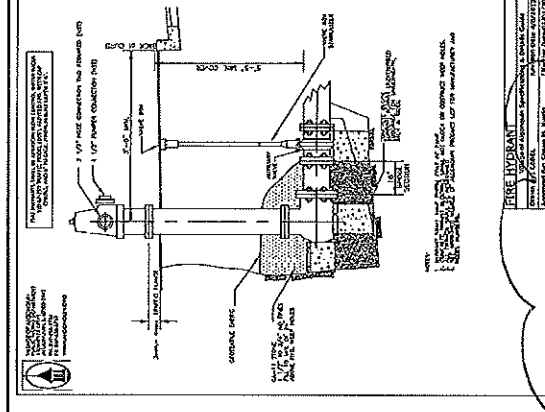
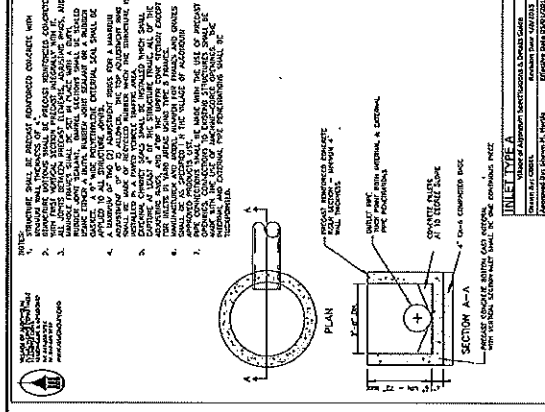
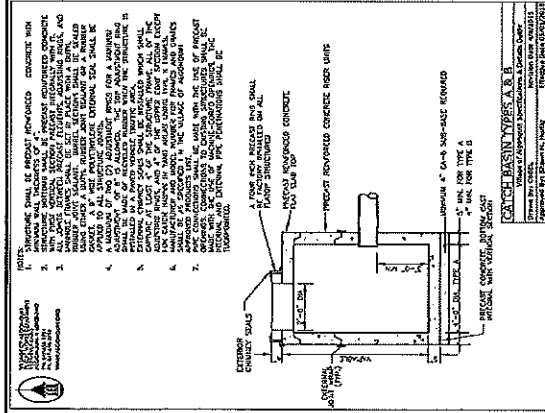
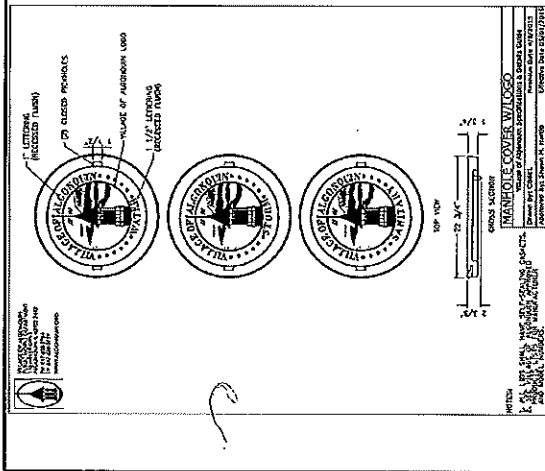
THE CONTRACTOR SHALL GUARANTEE NATIVE TREES WILL MEET OR EXCEED THE FOLLOWING PERFORMANCE CRITERIA ONE FULL GROWING SEASON AFTER PROVISIONAL ACCEPTANCE: 90% SURVIVAL OF ALL PLANTED TREES. IF MORE THAN 10% OF PLANTED TREES DO NOT SURVIVE AFTER ONE YEAR, THE CONTRACTOR SHALL RETURN TO THE SITE AND REPLANT LOST TREES AS SPECIFIED BY THE OWNER AND/OR TO MEET THE PERFORMANCE STANDARD.



PCC SIDEWALK 5" (SPL)

FILE NAME	DESIGNED	REVISION	DATE	STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION	MAIN STREET STREETSCAPE	PAVER DETAILS	SECTION	COUNTY	CONTRACT NO.	SHEET NO.
W:\ALCONRAN\PROJECTS\INTERSECTION\MAIN STREET STREETSCAPE\PAVER DETAILS	DESIGNED	REVISION	DATE	STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION	MAIN STREET STREETSCAPE	PAVER DETAILS	SECTION	COUNTY	CONTRACT NO.	SHEET NO.
PLUT SCALE = 1"	BRN	REVISED	DATE	STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION	MAIN STREET STREETSCAPE	PAVER DETAILS	SECTION	COUNTY	CONTRACT NO.	SHEET NO.
PLUT DATE = 10/10/2018	DATE	REVISED	DATE	STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION	MAIN STREET STREETSCAPE	PAVER DETAILS	SECTION	COUNTY	CONTRACT NO.	SHEET NO.

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
8775 W. Higgins Road, Suite 100
Rosemont, Illinois 60018
(617) 822-9600

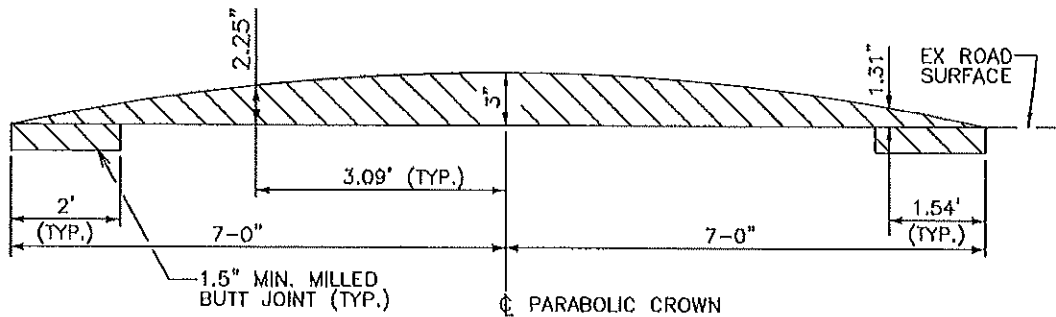
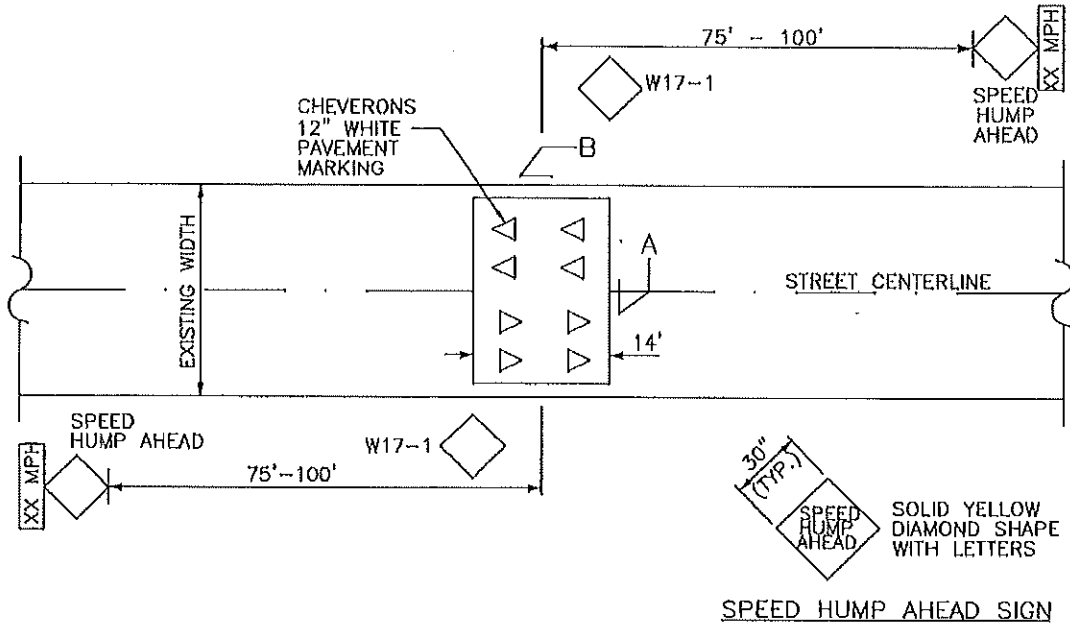
Village of Algonquin
2200 HARNISH DRIVE
ALGONQUIN, ILLINOIS 60102
847-658-2158

DATE	BY	REVISION
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11/11/03	CB	2
11/11/03	CB	3
11/11/03	CB	4
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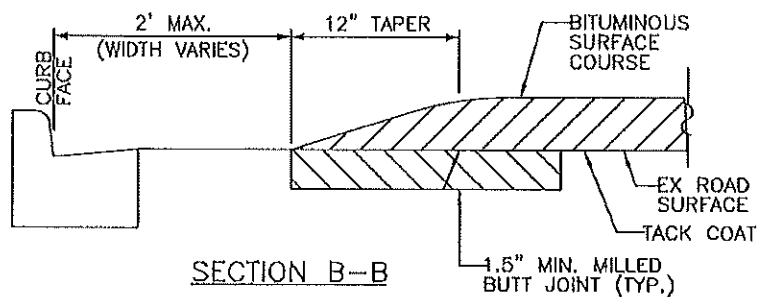
CONSTRUCTION DETAILS
46



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT
110 MEYER DRIVE
ALGONQUIN, IL 60102-2442
PH: 847-658-2754
FX: 847-658-2759
WWW.ALGONQUIN.ORG



SECTION A-A



SECTION B-B

NOTE

1. ON NON-CURB ROADS
SPEED HUMPS WILL SPAN
FROM ROAD EDGE TO ROAD
EDGE WITH A MILLED BUTT
JOINT ALONG EACH EDGE

SPECIAL USE ONLY

SPEED HUMP

Village of Algonquin Specifications & Details Guide

Drawn By: CBBEL

Revision Date 4/8/2015

Approved By: Shawn M. Hurtig

Effective Date 05/01/2015

PLANT & MATERIALS LIST - Parkways & Land Dedication Area				
CODE	QTY	SIZE	BOTANIC NAME	COMMON NAME
AFAB	0	3" caliper	Acer freemanii 'Autumn Blaze'	Autumn Blaze Maple
Substitute	24	3" caliper	Aesculus 'Autumn Splendor'	Autumn Splendor Buckeye
ASGM	0	3" caliper	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple
Substitute	16	3" caliper	Aesculus flava	Yellow Buckeye
CAAH	23	3" caliper	Capinus caroliniana	American Hornbeam or Blue Beech
CO	29	3" caliper	Celtis occidentalis	Hackberry
FS	17	3" caliper	Fagus sylvatica	Common European Beech
GB	26	3" caliper	Ginkgo biloba	Ginkgo (Male Species)
GD	20	3" caliper	Gymnocladus dioica	Kentucky Coffee Tree
GTI	0	3" caliper	Gleditsia triacanthos var. inermis 'Shademaster'	Shademaster Thornless Honeylocust
Substitute	32	3" caliper	Maackia amurensis	Amur Maackia
LS	31	3" caliper	Liquidambar styraciflua	American Sweetgum
LT	19	3" caliper	Liriodendron tulipifera	Tulip Tree
MG	31	3" caliper	Metasequoia glyptostroboides	Dawn Redwood
NS	21	3" caliper	Nyssa sylvatica	Black Gum or Black Tupelo
OV	18	3" caliper	Ostrya virginiana	Ironwood or Hophornbeam
PAMC	40	3" caliper	Platanus acerifolia 'Morton Circle'	Exclamation London Planetree
QI	0	3" caliper	Quercus imbricaria	Shingle Oak
Substitute	22	3" caliper	Quercus muehlenbergii	Chinkapin Oak
QR	13	3" caliper	Quercus rubra	Red Oak
TAR	0	3" caliper	Tilia americana 'Redmond'	Redmond American Linden
Substitute	24	3" caliper	Taxodium distichum 'Shawnee Brave'	Shawnee Brave Baldcypress
TFSS	0	3" caliper	Tilia tomentosa 'Sterling Silver'	Sterling Silver Linden
Substitute	24	3" caliper	Larix laricina	Tamarack
UCA	0	3" caliper	Ulmus carpinifolia 'Accolade'	Accolade Smoothleaf Elm
Substitute	16	3" caliper	Ulmus 'Frontier'	Frontier Elm
UXM	0	3" caliper	Ulmus X 'Morton'	Morton Accolade Elm
UXP	16	3" caliper	Ulmus X 'Patriot'	Patriot Elm

Total Trees	462
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VILLAGE OF ALGONQUIN

HOT-MIX ASPHALT BINDER, LEVELING BINDER AND SURFACE COURSE

Description.

Hot Mix Asphalt pavements shall be designed, produced, stored, controlled (sample inspection, sampling, and testing), shipped, and constructed in accordance with Section 406, 1102, and other applicable sections of the Standard Specifications for Road and Bridge Construction, applicable Special Provisions, and Chapter 44 of the Bureau of Local Roads and Streets Manual and the following:

Mix Design.

All asphalt mix designs shall target 3.5% Air Voids and all production shall trend about 3.5% Air Voids. N50, IL-9.5 mm Surface course shall have a minimum of 40% passing the #8 sieve. Re-proportioning (within SSRBC adjustments allowed) of IDOT verified mix designs may be allowed and the contractor must submit these values for a review by the Engineer at least one week prior to the first day of production. One field TSR test by the Contractor will be required to validate changes. The AJMF during production shall meet the remaining IDOT volumetric requirements.

HOT-MIX ASPHALT MIXTURE REQUIREMENTS

ITEM	AC TYPE	VOIDS
Hot Mix Asphalt Surface Course, Mix "D," N50	PG 58-22/58-28*	3.5% @ 50 GYR
Hot Mix Asphalt Binder Course, IL-19, N50	PG 58-22/58-28*	3.5% @ 50 GYR

Note: The unit weight used to calculate all HMA surface mixture quantities is 112 lbs/sq yd/in

* When Asphalt Binder Replacement (ABR) exceeds 15%, the new asphalt binder in the mix shall be PG 58-28. No more than 2% Reclaimed Asphalt Shingles shall be allowed in the asphalt.

Construction Method.

Follow Section 406, with the following additions:

1. Tack coat all longitudinal joints (hot and cold) and curb faces.
2. Pneumatic tire roller is required on all lifts, all mixes, except surface courses.
3. Auger extensions are required on all lifts, all mixes.
4. Reverse augers must be installed properly.
5. Roll (compact) the confined and curb line longitudinal joint by overlapping by 6" from the hot to cold side of mat and/or curbing.
6. Paving of the full roadway width shall be completed at the end of each day. Longitudinal joints shall be closed daily and within one truck load of HMA to prevent cold joints. Any violation shall require saw cutting edge back 3" to expose straight edge, shall be tack coated twice, and will be straight and uniform.
7. Asphalt along the curb line shall be compacted such that the asphalt is 1/4" above the curb line.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

August 6, 2020

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

Attention: Russell Farnum, Director of Community Development

Subject: Trails of Woods Creek -FOURTH REVIEW
Algonquin Case No. 2019-20
(CBBEL Project No. 070272.00119)

Dear Russell:

We have reviewed the following documents related to this project:

- Final Site Development Plans prepared by CEMCON, Ltd. bearing a revision date of July 13, 2020
- Final Stormwater Management Report, Volumes 1 and 2 prepared by CEMCON, Ltd. bearing a revision date of December 5, 2019
- Final Plat of Subdivision Phase 1 prepared by CEMCON. Ltd. bearing a revision date of July 10, 2020
- Final Plat of Subdivision Phase 2 prepared by CEMCON. Ltd. bearing a revision date of July 9, 2020
- Wetland Permit and BMP Plan Submittal prepared by V3 bearing a revision date of July 13, 2020
- Draft CLOMR forms, executed by the project engineer
- Final Landscape Plans prepared by Dickson Design Studio bearing a revision date of July 13, 2020
- Tree Preservation and Removal Plans prepared by Dickson Design Studio bearing a revision date of July 13, 2020
- USACOE Jurisdictional Determination LRC-2019-00861 dated April 8, 2020
PREVIOUSLY SUBMITTED

The following deficiencies will need to be addressed before we can recommend approval of final engineering to the Village:

FINAL SITE DEVELOPMENT PLANS

Sheet 4

1. The TYPICAL LOCAL ROAD PAVEMENT SECTION shall be revised to require 2 inches each of HMA surface and binder in accordance with Table 7 of Chapter 22 of the Village Code.

Sheet 5

2. The final engineering plans do not include the bike path extension along Fairway View Drive to the bike path crossing near Greens View Drive.
3. The final engineering plans do not include pedestrian crossing information at the Fairway View Drive-Nottingham Drive intersection and at the bike path crossing noted above.

Sheet 6

4. The areas of existing pavement and buildings to be removed have not been shaded on the plan view.
5. The engineer shall identify the large object printed in bold on Fairway View Drive or remove it.

Sheet 11

6. The routing of the proposed street light cable and conduit is not depicted on the plan view (typical to sheets 11 thru 13).
7. Rename the plan sheet name to include traffic signage and pavement markings or place the information on separate plan sheets. All proposed stop signs shall include stop bars on the adjacent pavement (typical to sheets 11 thru 13).
8. The proposed street lighting as presented does not meet the Village of Algonquin Ordinance For Subdivision regulations, Chapter 22.06, Paragraph H, "Street Lighting". The lighting must be designed in accordance with this Ordinance section. Photometric calculations must be provided for each individual roadway type and cross section in accordance with the Specific Tables and Associated lighting levels and Uniformity ratios. The light pole layout must match the calculations. The lighting plans must also be accompanied by individual lighting circuit voltage drop calculations and project-specific one-line diagrams of each light pole location and where it is fed from. Full lighting plans and calculations must be included in the next resubmittal.
9. It appears there is no lighting proposed on Fairway View Drive, north of the entrance to Algonquin Road which functions as the entrance to the subdivision. We recommend that, since it is the main entrance to the subdivision, that the lighting levels should match that of the proposed subdivision and be provided. Please revise lighting plans accordingly.

10. The street Lighting legend calls out for existing Lighting to use or match existing HPS lighting. The Village has converted all of its existing lighting to LED. All existing lighting shall be retrofitted to match the LED lighting units as called out in the Lighting Catalog Cut Matrix provided by the Village.
11. The sheet legend calls out for the use of 250W cobra head lighting units to match the existing, but none are shown on the plan sheet. If that light pole is not going to be used it should be removed from the legend (typical to sheets 11 thru 13).
12. When designing the proposed lighting layout and spacing all controlled intersection shall have a proposed light standard to illuminate the cross walks, stop signs and areas of incident and then evenly spaced as called for in the photometric calculations along the roadways.

Sheet 12

13. The words “rated”, “circuit” and “circuits” are misspelled in Note 7.
14. The words “controller” and “determine” are misspelled in Note 13.

Sheet 16

15. The noted NWL and HWL elevations for Pond 08 in the data box do not match the corresponding contours in the plan view. Both values need to be coordinated and the plan sheet revised accordingly.

Sheet 19

16. The south invert of structure MH72 should be changed to 880.06 to be consistent with the upstream invert and pipe slope.
17. There should be two noted inverts at structure CLEANOUT 73: the NW invert of 889.8 and the S invert of 893.07.

Sheet 22

18. There should be three noted inverts at structure MH37: the N and S invert of 877.01, W invert of 879.82, and the E invert of 880.78.
19. The spot elevation of 889 at the center of the hill behind the home on lot 31 should be revised to elevation 898 to be consistent with the adjacent contours.

Sheet 23

20. The noted HWL elevation for Pond 05 in the data box does not match the corresponding contour in the plan view. Both values need to be coordinated and the plan sheet revised accordingly.

Sheet 25

21. The noted invert elevation of Flared End Section 11 shall be revised to 883.0.
22. The callouts are missing from the plan sheet for the flared end section adjacent to lot 88 and the immediate upstream storm sewer.
23. It appears that the bottom contour of the left center depression within the detention Outlot should be elevation 879 versus the noted 886 to be consistent with the adjacent contours.
24. The elevation contours are not labeled for the upper left depression within the detention Outlot.

Sheet 26

25. The invert of structure Inlet 326 shall be revised to elevation 886.66 versus the noted 896.66.
26. A third invert elevation for structure CB 257 shall be added: North invert at elevation 886.60.
27. It appears that lot 112 is missing the required sump pump connection to the rear yard system.

Sheet 30

28. The callout for CB 241 shall be revised by deleting the invert value of 881.42. The callout for CB 240 should have this value added to its callout for its NW invert.
29. The callout for CB 240 shall be revised by added a SE invert value of 883.42.

Sheet 31

30. The slope of the storm sewer between Flared End Section 105 and CB 102 shall be revised to 2.37% if the given upstream and downstream inverts are held.
31. The slope of the storm sewer between Flared End Section 101 and CB 102 shall be revised to 3.89% if the given upstream and downstream inverts are held.

Sheet 32

32. The missing storm sewer slope immediately upstream of Flared End Section 103 should be 6.31% unless there is a drop in the upstream structure.
33. The proposed invert of MH 165 shall be revised to elevation 876.98 to be consistent with the given upstream and downstream inverts and pipe slopes.

Sheet 33

34. The storm segment that runs parallel to the east side of lot 240 is missing its callout.

Sheet 35

35. The detail for the Algonquin Road-Frank Road pedestrian crossing does not include the required traffic signal modifications to provide the required pedestrian signal phase. The engineer will need to provide additional spot grading to confirm ADA conformance of the crossing from the south side of Algonquin Road all the way to the connection with the existing bike path on the north side of Algonquin Road.

Sheet 36

36. The hatch used for the bike path crossing the roadway does not match that of the apron adjacent to it. Does this indicate that two different brick pavers will be used for this crossing? The plan sheet will need to specify the manufacturer and model for each unit paver utilized on the project.
37. Per discussions with the Department of Public Works, the center line skip dash should be replaced with double yellow solid lines similar to the striping on Bunker Hill Drive.
38. Per discussions with the Department of Public Works the proposed bike path crossing will be raised table and the bump outs for the walkway should be replaced with a smooth transitional curb that is conducive to snowplowing.
39. Per discussions with the Department of Public Works, the UNIT PAVERS OVER RIDGID BASE should be modified/replaced with the detail that was used for Village's downtown project where the pavers were tacked down onto a bituminous base.

Sheet 37

40. The engineer shall verify the length and slope of the sanitary main between SANMH 25 and SANMH 26; based upon the given inverts and the plan depiction it should be approximately 136 LF and 0.65%.
41. The footprints of the proposed buildings, shown on the grading plans, should be added to the plan sheet to determine if there is adequate fire hydrant coverage for them (typical to sheets 37 thru 50).
42. The proposed watermain elbows should be called out on the plan sheet (typical to sheets 37 thru 50).

Sheet 38

43. The noted length and slope of the sanitary sewer between SANMH 10 and SANMH 11 should be revised to 207 LF and 0.24% to match the depiction in the plan view and the project stationing.

Sheet 39

44. The watermain-storm sewer crossing information for the crossing between MH300 and CB299 at the NW corner of Street A and Street K is missing from the plan sheet.
45. The depiction of the sanitary sewer on each side of the match line at station 49+50. On the left plan view the sanitary alignment is directed to the south right-of-way line, while on the right plan view the alignment is veering away from the right-of-way line.
46. The sanitary-storm crossing to the east of SANMH 19 appears to be in conflict as depicted in the profile view. The engineer shall verify the crossing grades and revise his design as required.
47. The profile view shows a watermain protection section in the sanitary sewer to the west of SANMH 19 which does not make sense as the main does not cross the watermain at that location. Also, it is unclear what the granular cradle support is for. It appears to be supporting the storm sewer above the sanitary sewer. Perhaps it would be better to replace a segment of the PVC sanitary with 8-inch DIP or PVC C900 to better withstand the loading and inhibit infiltration at this location?

Sheet 39

48. Per discussions with the Department of Public Works, proposed valve V5 shall be relocated to be on the 12-inch line that runs north-south through the open space.

Sheet 40

49. The plans call for the use of a granular cradle at the sanitary and storm sewer crossing upstream of manhole 60. Perhaps it would be better to replace a segment of the PVC sanitary with 8-inch DIP or PVC C900 to better withstand the loading and inhibit infiltration at this location?

Sheet 43

50. The sheet reference information shall be completed for the center and right plan views.

Sheet 44

51. The proposed light pole at the lot 244/243 lot line (extended) encroaches upon the proposed sanitary sewer and should be relocated.

Sheet 48

52. The pavement replacement for the Fairway View Drive utility crossing should be called out on the plan sheet.

Sheet 49

53. The pavement replacement for the Bunker Hill and Fairway View Drive utility crossings should be called out on the plan sheet.
54. Per discussion with the Department of Public Works, a maintenance of traffic plan will be added to the plan sheet for the watermain crossing of Bunker Hill Drive. It is the Village's preference that the traffic be detoured around the crossing versus keeping one lane open during the pipe installation and backfill.

Sheet 50

55. The proposed watermain crosses under three existing storm sewers. Unless the existing storm sewer has gasketed joints, the required vertical separation has not been provided with the design.

Sheet 51

56. A standard detail for the lowering of a watermain under a sewer should be added to the plan sheet.

Sheet ER01

57. The specified NAG 75 erosion control blanket shall be revised to NAG BioNet S75BN (typical to sheets ER01 thru ER05).
58. The specified SC150 Erosion Protection shall be revised to NAG BioNet SC150BN (typical to sheets ER01 thru ER05).

Sheet ER05

59. A schedule of major construction milestones and approximate dates shall be added to the plan sheet, especially if the project is to be constructed within phases.

FINAL LANDSCAPE PLANS

Sheet L1.3

60. The plan sheet does not indicate the type of groundcover that is specified for the steep embankment running from the back of the homes along Street K down to the adjacent property line and the Algonquin Road right-of-way. We recommend a low maintenance mix as access will be limited. Will the HOA be responsible for the maintenance of this area?

Sheet L1.4

61. The plan sheet does not indicate the groundcover that is specified for the steep embankment running from the back of homes along Street K down to the Fairway View

Drive right-of-way. We recommend a low maintenance mix. Will the HOA be responsible for the maintenance of this area?

FINAL PLAT OF SUBDIVISION PHASE 1

Sheet 1 of 9

- 62. There are some random distances & angles in the area of Lot 7 in Terrace Hill Development Unit 1 that should be deleted on this sheet.
- 63. Show existing Lots 250 thru 254 in Terrace Hill Development Unit 7 on this sheet.
- 64. The final names of the proposed street should be provided with the next plat submittal (typical to sheets 1 thru 7).

Sheet 2 of 9

- 65. Please confirm the right-of-way width labels of "37.50" & "27.50" on Street A near the southeasterly end of Outlot J are correct. The radius distances on the curves in the right-of-way indicates widths of 40' and 50'.
- 66. Outlot A, C, E & N have the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.
- 67. The surveyor should label the line referenced in Algonquin Road at an 85' width for the proposed right-of-way as either the right of way center line or the section line as they are not coincident at this location (typical to sheets 2 thru 4).
- 68. The grading plan shows overflow routes along certain side and rear yards. Where necessary, those easements should also be noted as Drainage Easements (typical to sheets 2 thru 7).
- 69. The side yard VUE & PUE easement on the north side of Lot 92 should be widened to 7.5'.

Sheet 3 of 9

- 70. Outlot C & G have the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

Sheet 4 of 9

- 71. Outlot C & G have the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

72. The side yard VUE & PUE easement on the west side of Lot 184 should be widened to 7.5'.

Sheet 5 of 9

73. Outlot G has the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

Sheet 6 of 9

74. Outlot G has the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

Sheet 7 of 9

75. Outlot G has the general label of "A DETENTION EASEMENT IS HEREBY GRANTED" this label should be changed to "A DETENTION & DRAINAGE EASEMENT IS HEREBY GRANTED" to incorporate the Drainage Provisions on sheet 8.

Sheet 9 of 9

76. Add note of the total area being dedicated for public roadway in Phase 1 .

FINAL PLAT OF SUBDIVISION PHASE 2

Sheet 1 of 5

77. The final names of the proposed street should be provided with the next plat submittal (typical to sheets 1 thru 4).

Sheet 2 of 5

78. The grading plan shows overflow routes along certain side and rear yards. Where necessary, those easements should also be noted as Drainage Easements (typical to sheets 2 thru 4).

Sheet 5 of 5

79. Add note of the total area being dedicated for public roadway in Phase 2.

WETLAND PERMIT AND BMP PLAN

It is our understanding that Village staff and another consultant has reviewed the wetland permitting and BMP plan for the Village. We defer detailed review comments to them but offer the following for Village staff consideration.

80. The developer is allowed to develop the property in phases which could extend for a period of years depending upon market conditions. As of now, a phasing plan has not been provided to the Village for review; see General Comments. The BMP plan calls for a 3-year maintenance and monitoring period for the proposed plantings. Depending upon project phasing, the 3-year period may be inadequate to provide the required time to perform and establish the proposed plantings. We recommend that a 5-year M&M plan be required given the scope of the development.
81. We recommend that a long-term management and monitoring program be prepared for the entity that will maintain the naturalized areas that are not located in Outlot G, Outlot H, and Outlot I (all donated to the Village) after the initial M&M period has expired.
82. Wetland and buffer protection signage should be installed around the perimeter of each preserved natural area, buffer, or wetland.
83. Sump pump discharge pipes or other pipes within wetland or buffer should be constructed with non-flammable material if they are to be subject to periodic burning. Plastic pipes will melt or burn, if prescribed burns are completed.
84. If fences are proposed to be installed anywhere adjacent to the natural areas, wetland or buffer where prescribed burns or wildfires may be completed, we recommend that they fence be made of aluminum or steel. Plastic or vinyl fences will melt or catch on fire and wooden fences are at risk of fire damage if not wetted properly.

STORMWATER MANAGEMENT

85. **PREVIOUS COMMENT PARTIALLY ADDRESSED.** Please provide an analysis of the proposed rear yard storm sewer at 280 and 300 Fairway View Drive. The grades of the yards are below the High-Water-Level (HWL) of proposed SWMF-01. Ensure no water from proposed SWMF-01 backs up onto these properties through the proposed storm sewer. ***We acknowledge the Engineer's previous response that the two properties have mapped floodplain on them and that they will work with property owners during final engineering to see if they will allow the lots to be filled and have them removed from the floodplain as part of the project's required LOMR-F submittal. The engineer shall provide an update of their contacts with the homeowners.***
86. In the "Blocked" PondPack model, only the 100-year 1-hour storm event was provided for viewing. Please provide the 100-year 18-hour & 24-hour storm event results.
87. In the Proposed PondPack model, a 11.6-inch diameter outlet restrictor, at elevation 878.91, is used for PROP SWMF-07. However, according to Sheet 15 and 52 of the Plan Set, a 12.5-inch diameter outlet restrictor, at elevation 878.80, is proposed for SWMF-07. Please revise accordingly.
88. The following storm sewers have slopes below the minimum threshold. Please revise accordingly to meet the IDOT minimum slope for self-cleaning.

- 50 LF of 12" RCP (Outlet for SWMF-08; Sheet 16)
- 48" RCP Trunk Sewer (From STM MH. NO.57 to SWMF-01)
- 132 LF of 12" RCP (Outlet for SWMF-09; Sheet 16 & Sheet 25)
- 210 LF of 24" RCP (Outlet for SWMF-01)

89. As mentioned above, the 24" RCP outlet for SWMF-01 is well below the IDOT minimum slope threshold for self-cleaning. The existing drainage system for this area has been subjected to constant drainage issues due to sedimentation and other debris clogs. Please revise accordingly to meet the IDOT minimum threshold slope for self-cleaning. Also, it is recommended an outlet control structure be designed with a restrictor and weir baffle wall. In the event of a blockage to the restrictor, the weir baffle wall will be able to convey water to the outlet storm sewer instead of over the road.

90. There are no diameters and/or slopes on the following in the Plan Set:

- 29 LF of Storm Sewer (SWMF-09 to SWMF-08; Sheet 16)
- 58 LF of 12" RCP (Outlets to FES No. 33; Sheet 32)
- 67 LF of Storm Sewer (South of STM. MH No. 159; Sheet 32)

91. The T/F for Lot 205 & 206 is at elevation 894.3 on the Plan Set but at elevation 894.4 for the overland flow route calculation in the Final Stormwater Management Report. Please revise accordingly.

92. The F/G and Weir Difference for the "E1-E1 SWMF 06 Southeastern Overflow" overflow route on lot 177 should be 2.6, not 894.3. Please revise accordingly.

93. The plan set shall be revised to include cross-sections for the overflow weirs noted on the various plan sheets. The cross sections should depict the boundary of the proposed easements to verify that the entire waterway is included within it.

OUTSIDE PERMITTING AGENCIES

94. A permit will be required from the IEPA for the proposed watermain extensions. The next engineering submittal shall include the draft permit documents for Village review and execution.

95. A permit will be required from the IEPA for the proposed sanitary sewer extensions. The next engineering submittal shall include the draft permit documents for Village review and execution.

96. A permit will be required from the IEPA for the site disturbance associated with this project. The engineer shall provide a copy of the permit or provide the IRL10 number when issued by the IEPA.

97. A permit will be required from the McHenry County Division of Transportation (McDOT) for all work performed within the Algonquin Road right-of-way. We acknowledge that

McDOT has received a set of the proposed plans for permit approval. The engineer shall provide a copy of all correspondence with McDOT during the project approval phase.

98. A permit from the USACE will be required for disturbance of wetlands 8 and 9 identified in the project's jurisdictional determination letter.
99. The package included draft copies of the CLOMR form that were executed by the engineer. We will be sending the document to Craig Arps at the Village as we were informed that he is the responsible party for the administrator of floodplain permits.

GENERAL COMMENTS

100. Per discussions with the Department of Public Works, the elimination of some sidewalk crossings is under consideration. The final engineering shall reflect the results of these discussions. In addition, given the amount of relief on the site we are concerned that the plans lack sufficient detail regarding the grading of the approaches and crossings. The final engineering shall include blow ups of the crossings showing the proposed grades as well as the use of any required curbing on the sidewalk approaches.
101. Per discussions with the Department of Public Works, we are aware that the applicant is preparing a phasing plan for the development. We recommend that the phasing plan be reviewed by this office and Village staff to ensure that each phase will be served by the required infrastructure.

Sincerely,



Paul R. Bourke, PE CFM CPMSM
Assistant Head, Municipal Department



Michael E. Kerr, PE
President

Trails of Woods Creek – Final Engineering and Plat Review #1

07/16/2020

Approved

1. Please include the Huntley Fire Protection District in the street name approval process to avoid conflicts within our district.
2. Impact fees equal \$700.00 per unit unless otherwise established in an intergovernmental agreement (see below).

105.9.2 New developmental donations/impact. Add as additional section:

The Huntley Fire Protection District has established the following fees for dwelling unit constructions within their jurisdiction for compensation of equipment, facilities, and personnel in addition to all other fees depicted through the ordinances provided elsewhere. The developer contribution fee per dwelling unit is as follows:

1. All Dwelling Units - \$700.00 each

Any future expansion or increase in density, following approval of the preliminary plat, will be subject to the contribution payment schedule. Payment will be due at a time agreed upon by both parties prior to the issuance of any building permits.

Exception-Intergovernmental Agreement with Municipal Jurisdiction

Ken Madziarek
Fire Marshal / Huntley Fire Protection District
11808 Coral St. / P.O. Box 517
Huntley, IL 60142
Office- 847-669-2997
Fax- 847-669-0139
kmadziarek@huntleyfpd.org



McHenry County Division of Transportation

Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

Trails of Woods Creek
Algonquin Road – Route #A48

August 4, 2020

Chris Morgart
Cemcon, Ltd.
2280 White Oak Circle
Aurora, IL 60502-9675

Dear Mr. Morgart:

The McHenry County Division of Transportation (MCDOT) is in receipt of the following documents, all received on July 17, 2020:

- Highway Access Permit Application
- \$4,500 application fee
- Final Site Development Plans
- Phase 1 Final Plat
- Traffic Impact and Sight Visibility Study
- Thumb Drive with electronic files

On behalf of the MCDOT, following are review comments.

Reference is made in this review to County Ordinance and Permit Manual. Those documents formally named as McHenry County Access Control and Right-of-Way Management Ordinance and Permit Procedures and Requirements Manual can be found at the following link:

<https://www.mchenrycountyil.gov/county-government/departments-j-z/transportation/apply-for>

Highway Access Permit Application

1. Acknowledge receipt.

\$4,500 Application Fee

1. Acknowledge receipt.

Final Site Development Plans

1. Since you are doing work within the existing and proposed County Highway right-of-way McHenry County Division of Transportation General Notes and Specifications shall be added to the plans. Reference the Permit Manual for specific wording and details.
2. Sheet 15 of 52:
 - a. *"Detention and retention basins, or any appurtenance thereof, shall not be permitted within the rights-of-way of a County Highway. Such facilities shall be located in accordance with statutory requirement, which state that said facilities shall be offset from the right-of-way at a minimum distance of ten (10) feet plus one and one-half times the depth of the detention or retention basin. Those detention or retention facilities whose location satisfies the requirements of this Ordinance but are still within the clear zone of the highway and could pose, or potentially pose, a safety hazard to vehicles leaving the right-of-way may be required to be offset from the right-of-way at a greater distance or require additional protection as deemed necessary by the McHenry County Division of Transportation."* Dimensions and more information is needed to verify the setback requirement has been met.
 - b. Provide cross slopes and running slopes to verify the paths and sidewalks proposed within County Highway rights-of-way meet ADA requirements. Maintain a maximum 1.5% cross slope on paths/sidewalks within County Highway rights-of-way.
 - c. Provide additional detail for the proposed retaining wall at the southwest corner of Algonquin/Street A intersection. The retaining wall shall be maintained by the Village of Algonquin.
 - d. Confirm that the retaining wall is outside of the clear zone. Clear zone for a highway posted at 45 MPH is 22 feet. A redesign may be necessary if the clear zone cannot be met.
 - e. A separate FACILITY INSTALLATION APPLICATION, \$300 application fee is required for the proposed sidewalks/paths and the retaining wall to be constructed within the Algonquin Road rights-of-way. Application form is available on the MCDOT website. The permit application must be signed by the municipality as they will be responsible for maintenance once the paths/sidewalks and retaining wall are constructed.
3. Sheet 19 of 52:
 - a. Outlot B Open Space proposes a berm adjacent to the County Highway right-of-way, which would not meet Ordinance requirements for berm setback or location. Per McHenry County Access Control and Right-of-Way Management Ordinance Chapter 7, Section 7.2.1:
"Earthen berms are not permitted within the right-of-way of a County Highway. Berms on property adjacent to the County Highway shall conform to the statutory requirements, which state: "It is unlawful for any person to construct or cause to be constructed any earthen berm such that the toe of such berm will be nearer than 10 feet to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway. 605 ILCS 5/9-115 The berm shall not obstruct visibility at intersections and access points, and shall not obstruct natural drainage or pre-existing man-made drainage patterns."

- b. Provide dimensions/notes to show the setback from proposed Algonquin Road right-of-way line to toe of berm. Needed to determine if the Ordinance setback requirement has been met. Site layout revisions may be needed to address this issue.
4. Sheet 20 of 52:
- a. Same comment as Sheet 19 regarding Outlot B Open Space berm proposal.
 - b. The drainage report does not seem to make clear if the proposed 48 inch RCP will accommodate the elimination of the pond, account for the water from Algonquin Road drainage system, the field tile drainage and subdivision either now or as the project is constructed and impervious areas become greater. Clarification, calculations and other data should be provided to show the proposed system can handle all of this water. Field tiles seem to indicate drainage is to the northwest. Will water being directed south and then east under Fairway View Drive meet storm-water ordinance requirements?
5. Sheet 21 of 52:
- a. Same comment as Sheet 19 of 52 regarding berm setback requirements.
6. Sheet 36 of 52:
- a. The details on sheet 36 for the Algonquin Road/Street A/Frank Road intersection are very crowded with line work, making it difficult to review. Please provide a separate sheet for this intersection. Please review the McHenry County Division of Transportation Plan Submittal Requirements Check List found in the Permit Manual for plan preparation guidelines.
 - b. Traffic signal modifications shall follow MCDOT's Traffic Signal Design Guidelines. The Design Guidelines can be found under the publications section of the MCDOT website at:
www.mchenrycountyil.gov/county-government/departments-j-z/transportation/maps-and-traffic-counts
 - c. All pavement markings within Algonquin Road right-of-way shall be noted as Thermoplastic.
 - d. Add the following note: **All pavement markings on the County Highway shall be Thermoplastic, and recessed reflective pavement markings on the County Highway and within the County Highway right-of-way shall be installed per McHenry County Division of Transportation and MUTCD standards.**
 - e. Was consideration given to locating the pedestrian crossings on the east leg of Algonquin Road and then across Frank Road? The topography appears to be easier to deal with at these locations with potentially less conflicts.
 - f. Any diagonal pavement markings across Algonquin Road and Street A shall include 12 inch wide diagonal pavement markings for both pedestrian crossings.
 - g. Label both pedestrian crossings as Thermoplastic.
 - h. Add Thermoplastic to proposed Stop Bar.
 - i. Provide lane widths for the new access. Details are missing on this submittal.
 - j. Show existing lane configurations on Frank Road to help determine if the proposed lane configuration for Street A aligns correctly. Unknown at this time. Street A may need to be reconfigured. Details are missing on this submittal.

- k. Provide type and width for proposed curb/gutter along Algonquin Road.
 - l. Flared sides required at ADA ramps to Algonquin Road. Vertical curb ramps not permitted.
 - m. Provide storm details for new installation at northwest corner Algonquin/Frank.
 - n. Provide notes, dimensions, cross slopes, and running slopes details for all ramps.
 - o. Detectable Warning Systems (DWS) must be contained within the limits of the crosswalk markings.
 - p. DWS required for ramp at northwest corner.
 - q. Note indicates Fairway View Improv – Plan 02. The detail in the bottom corner of the plan sheet is for the intersection of Algonquin/Frank. Provide separate sheet detail for Algonquin Road reconstruction/features.
 - r. The sidewalk/path coming out of Street A must be located within a public right-of-way. Additional right-of-way may be necessary to accommodate.
 - s. County Ordinance (Chapter 5, Section 5.1.1) requires a 50 foot x 50 foot right-of-way triangle dedication at a public street intersection with a County Highway. This would apply at the intersection of Street A and Algonquin Road.
 - t. Show the existing stop bars on Algonquin Road and on Frank Road. Needed to compare with proposed pedestrian markings/crossings. What conflicts exist?
 - u. Existing signal handholes are in the way of proposed ramp/path. How do you propose to resolve these conflicts?
 - v. Existing signal pole is missing from the southeast corner.
 - w. Existing curb inlet/grate is in front of proposed ADA ramp at the southwest corner. ADA does not permit open grates in front of ramps. How do you propose to resolve?
 - x. Where are the pedestrian push button features and details for all three corners of the Algonquin/Frank intersection?
 - y. Multiple conflicts with existing facilities need to be addressed. Not enough detail provided regarding relocation/reconstruction.
 - z. Provide a removal plan for the Algonquin Road/Frank Road/Street A intersection with notes and details.
 - aa. Existing sheet flow to proposed concentrated discharge, with outlet invert at elevation grade of PIN #18-25-400-028 to the east may cause drainage and flooding issues. Dissipated discharge at ditch elevation should be reworked.
7. Sheet ER01 of ER05:
- a. The proposed stabilized construction entrance does not meet the requirements of MCDOT or the Ordinance. Any construction entrance to a County Highway must meet the requirements which includes a paved access a minimum of 100 feet long with 50 foot radii and signage. Reference the Permit Manual, Detail PPD3 for details.
 - b. Considering that the existing golf course entrance is currently paved and of sufficient geometry to act as a paved construction entrance that would meet the requirements, the existing entrance shall be left in-place and used as the construction entrance until such time as that portion of the proposed street access can be reconstructed. Revise plans accordingly and add the required temporary construction details and access signage.

8. Sheet ER 04 of ER 05:
 - a. See Sheet ER01 comments above. The Village detail is not acceptable for a construction access to a County Highway.

Phase 1 Final Plat

1. Sheet 1 of 9:
 - a. County Ordinance (Chapter 5, Section 5.1.1) requires a 50 foot x 50 foot right-of-way triangle dedication at a public street intersection with a County Highway. This would apply at the intersection of Street A and Algonquin Road.
 - b. Revise Algonquin Road name to read, **ALGONQUIN ROAD (ROUTE #A48)**.
 - c. Revise the HERETOFORE DEDICATED note and replace with, **HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES per Document # 2008R0034553**.
2. Sheet 2 of 9:
 - a. County Ordinance (Chapter 5, Section 5.1.1) requires a 50 foot x 50 foot right-of-way triangle dedication at a public street intersection with a County Highway. This would apply at the intersection of Street A and Algonquin Road.
 - b. Revise Algonquin Road name to read, **ALGONQUIN ROAD (ROUTE #A48)**.
 - c. Revise the HERETOFORE DEDICATED note and replace with, **HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES per Document # 2008R0034553**.
 - d. Revise the HEREBY DEDICATED TO MCHENRY COUNTY note and replace with, **HEREBY DEDICATED FOR PUBLIC ROAD PURPOSES**.
 - e. It appears the plan for Outlot N proposes a detention basin adjacent to the County Highway right-of-way, which may not meet Ordinance requirements for basin setback or location. Per McHenry County Access Control and Right-of-Way Management Ordinance, Chapter 7, Section 7.2.2:
"Detention and retention basins, or any appurtenance thereof, shall not be permitted within the rights-of-way of a County Highway. Such facilities shall be located in accordance with statutory requirement, which state that said facilities shall be offset from the right-of-way at a minimum distance of ten (10) feet plus one and one-half times the depth of the detention or retention basin. Those detention or retention facilities whose location satisfies the requirements of this Ordinance but are still within the clear zone of the highway and could pose, or potentially pose, a safety hazard to vehicles leaving the right-of-way may be required to be offset from the right-of-way at a greater distance or require additional protection as deemed necessary by the McHenry County Division of Transportation."
Dimensions will be needed to verify the setback requirement has been met.
3. Sheet 3 of 9:
 - a. Revise Algonquin Road name to read, **ALGONQUIN ROAD (ROUTE #A48)**.
 - b. Revise the HEREBY DEDICATED TO MCHENRY COUNTY note and replace with, **HEREBY DEDICATED FOR PUBLIC ROAD PURPOSES**.

- f. Add the note, **HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES per Document # 2008R0034553.**
 - c. It appears the plan for Outlot B Open Space proposes a berm adjacent to the County Highway right-of-way, which would not meet Ordinance requirements for berm setback or location. Per McHenry County Access Control and Right-of-Way Management Ordinance Chapter 7, Section 7.2.1:
"Earthen berms are not permitted within the right-of-way of a County Highway. Berms on property adjacent to the County Highway shall conform to the statutory requirements, which state: "It is unlawful for any person to construct or cause to be constructed any earthen berm such that the toe of such berm will be nearer than 10 feet to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway. 605 ILCS 5/9-115 The berm shall not obstruct visibility at intersections and access points, and shall not obstruct natural drainage or pre-existing man-made drainage patterns."
4. Sheet 4 of 9:
- a. Revise Algonquin Road name to read, **ALGONQUIN ROAD (ROUTE #A48).**
 - b. Revise the **HEREBY DEDICATED TO MCHENRY COUNTY** note and replace with, **HEREBY DEDICATED FOR PUBLIC ROAD PURPOSES.**
 - c. Add the note, **HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES per Document # 2008R0034553.**
 - d. It appears the plan for Outlot B Open Space proposes a berm adjacent to the County Highway right-of-way, which would not meet Ordinance requirements for berm setback or location. Per McHenry County Access Control and Right-of-Way Management Ordinance Chapter 7, Section 7.2.1:
"Earthen berms are not permitted within the right-of-way of a County Highway. Berms on property adjacent to the County Highway shall conform to the statutory requirements, which state: "It is unlawful for any person to construct or cause to be constructed any earthen berm such that the toe of such berm will be nearer than 10 feet to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway. 605 ILCS 5/9-115 The berm shall not obstruct visibility at intersections and access points, and shall not obstruct natural drainage or pre-existing man-made drainage patterns."
5. Sheet 8 of 9:
- a. The following note is required on the Plat:
DIRECT ACCESS TO ALGONQUIN ROAD, ROUTE #A 48, FROM LOTS NUMBER OUTLOT B AND OUTLOT N IS PROHIBITED.
 - b. The County Highway Certificate is titled incorrectly and is the wrong certificate. The correct COUNTY HIGHWAY CERTIFICATE to use is sample (1) as found on page 5-2 of the Permit Manual.

Traffic Impact and Sight Visibility Study

- 1. Acknowledge receipt.

Thumb Drive with electronic files

1. Acknowledge receipt.

Final Stormwater Management Report (provided by Village of Algonquin under separate submittal)

1. Reviews by MCDOT are included here since the proposed drainage routing system affects Algonquin Road and site engineering reviews were provided.
2. Page 9 of report:
 - a. The filling of the existing pond along Algonquin Road does not appear to be addressed or noted.
3. Page 19 of report:
 - a. The Stormwater Management Permit Application is customarily submitted to the local agency, in this case the Village of Algonquin, rather than Kane County.
4. Page 22 of report:
 - a. Two Parcel 1 legal descriptions were included back to back, making the section confusing.
5. Page 36 of report:
 - a. This page shows a National Wetlands Inventory with the existing pond labeled as a wetland along the south side of Algonquin Road and shown as being filled. Is this advisable to fill a wetland?
6. Page 38 of report:
 - a. Given the October 4, 2019 date of the consultation letter and the fact that it is now already August 2020, the permitting, approval and construction will likely not be completed within the allotted time frame. A new letter would therefore likely be needed.
7. Page 48 of report:
 - a. The drainage report does not make clear if the proposed 48 inch RCP will accommodate the elimination of the pond, account for the water from Algonquin Road drainage system, the field tile drainage and subdivision either now or as the project is constructed and impervious areas become greater. Clarification, calculations and other data should be provided to show the proposed system can handle all of this water. Field tiles seem to indicate drainage is to the northwest. Will water being directed south and then east under Fairway View Drive meet storm-water ordinance requirements?

MCDOT sheet markups have been attached for Subplat 1, Subplat 2 and Final Site Development Plans to assist in the review of the above comments. Subplat 2 was received from the Village and is impacted due to similar notations needed for Algonquin Road.

DISPOSITION OF COMMENTS

Please review the above comments and provide a disposition of comments with your next submittal. Future submittals may result in additional review comments.

DISCLAIMER STATEMENT: In accordance with Chapter 3, Section 3.8 of the McHenry County Access Control and Right-of-Way Management Ordinance (effective January 1, 2009)

"An application for any permit under this Ordinance will be considered inactive if no response is provided by the applicant or their representative, including any engineers involved with the submittals, within six (6) months from the date of the last written review comments received from the McHenry County Division of Transportation. If that time period has lapsed, the application will be considered invalid and the applicant must reapply and comply with any and all new conditions, policies, standards or Ordinances that may be in effect at the time of the re-submittal. It shall be the permittee's responsibility to contact the McHenry County Division of Transportation to determine the status of any permit submittals."

As always we look forward to working with you on this and future projects. If you have any questions about any of the above comments please feel free to contact me at (815) 334-4972 or by e-mail at rdbeets@mchenrycountyil.gov You can view the Ordinance and Manual at www.mchenrycountydor.org

Very truly yours,



Ray Beets
Permit Manager

c: Matt Brolley, Pulte Home Company
Russell Farnum, Village of Algonquin
Project File

ORDINANCE NO. 2020 - O- 18

An Ordinance Approving a Preliminary PUD Plan, Preliminary Plat, and Authorizing Execution of a Development Agreement for the Trails of Woods Creek PUD, a redevelopment of the Terrace Hills Golf Course

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois, and

WHEREAS, Pulte Home Company LLC, on behalf of the property owner, has submitted petitions for PUD and preliminary subdivision approvals, for certain property located on Algonquin Road and legally described as follows ("Subject Property"):

LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED DECEMBER 24, 1997, AS DOCUMENT NUMBER 97R064030, IN MCHENRY COUNTY, ILLINOIS.

AND:

THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS EXCEPTING THEREFROM: THE NORTH 625.63 FEET OF THE EAST 825.00 FEET OF THE WEST 1134.73 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AND ALSO EXCEPTING THEREFROM: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 33.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 347.79 FEET: THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.0 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 870.00 FEET: THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.00 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 165.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 200.00 FEET: THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 165.00 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 87.57 FEET: THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.01 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1029.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER: THENCE EASTERLY ALONG SAID

SOUTH LINE A DISTANCE OF 173.01 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 2635.58 FEET TO THE PLACE OF BEGINNING, MCHENRY COUNTY, ILLINOIS. AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 25, THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 21.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALGONQUIN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.16 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST, A DISTANCE OF 32.03 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 52 SECONDS WEST ALONG A LINE 32.03 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.16 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 32.03 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 25, THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 21.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1134.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 179.02 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST, A DISTANCE OF 32.03 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 52 SECONDS WEST ALONG A LINE 32.03 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 179.02 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 32.03 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 32.56 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FAIRWAY VIEW DRIVE EXTENDED NORTHERLY; THENCE SOUTH 00 DEGREES 27 MINUTES 46 SECONDS WEST ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 18.53 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HUNTLEY ALGONQUIN ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 46 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 61.00 FEET; THENCE NORTH 33 DEGREES 17 MINUTES 43 SECONDS WEST, A DISTANCE OF 17.99 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 31 SECONDS EAST, A DISTANCE OF 389.69 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 9805.00 FEET AN ARC DISTANCE OF 499.20 FEET AND A CHORD BEARING OF NORTH 88 DEGREES 18 MINUTES 00 SECONDS WEST TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 9665 FEET AN ARC DISTANCE OF

69.55 FEET AND A CHORD BEARING OF NORTH 87 DEGREES 02 MINUTES 51 SECONDS WEST; THENCE NORTH 89 DEGREES 37 MINUTES 52 SECONDS WEST ALONG A LINE 32.03 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD, A DISTANCE OF 312.13 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 32.03 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1055.79 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 103166.78 FEET AN ARC DISTANCE OF 224.97 FEET AND A CHORD BEARING OF SOUTH 89 DEGREES 39 MINUTES 59 SECONDS EAST TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS

AND:

LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO 7, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1997 AS DOCUMENT NUMBER 97R064030 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 15, 1998 AS DOCUMENT NUMBER 98R002718, IN MCHENRY COUNTY, ILLINOIS.

AND:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25: THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 33.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 347.79 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 870.00 FEET: THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. EXCEPTING THEREFROM, LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO. 7 NOTED AT PARCEL 1 ABOVE.

WHEREAS, the Algonquin Planning and Zoning Commission, after due notice in the manner provided by law, held a public hearing on the petition at its regular meeting of January 13, 2020; and

WHEREAS, the Algonquin Planning and Zoning Commission, after deliberation, has made a report and recommended the granting of said Preliminary PUD Plan, and Preliminary Plat for the Subject Property; and

WHEREAS, the President and Board of Trustees have considered the findings of fact, based upon the evidence presented at the public hearing before the Algonquin Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois as follows:

SECTION 1: The Preliminary Planned Unit Development and Preliminary Plat for the Trails of Woods Creek are hereby approved subject to the following documents and conditions:

- A. That site construction, utility installation, and grading shall not commence until a Final Plat and Final PUD Plan have been approved by the Planning and Zoning Commission and the Village Board in substantial conformity to the Preliminary PUD Plan and Preliminary Plat, a Site Development Permit has been issued by the Village, and water and sanitary sewer permits have been issued by the Illinois Environmental Protection Agency.
- B. The updated building elevation selections dated May 7, 2020 are the architectural standards that shall apply to the entire residential development. Every home will have at least a 30" high wainscot of full-depth (4") brick or similar stone, real, concrete-based, or cultured stone, or similar masonry material along the entire front elevation. At least 20% of the homes in the Estates will feature at least 40% brick or stone on the front elevation. Front elevations will be supplemented by dormers, decorative porch pillars, decorative garage doors, and a minimum 4" wide window trim on all windows without shutters or masonry surrounds. All homes will feature corbeling, brackets, decorative gable vents, shakes, battens or other brackets to match the architectural style of the exterior home. All vinyl siding shall be an upgraded minimum .042 inches and shall be Alside lifetime warranty or better. Pulte shall provide anti-monotony provisions with the Final Plan and said shall be memorialized in the restrictive covenants and conditions.
- C. The Village will require the provision for a private Owners Association(s) to regulate and maintain the common elements of this development. The developer shall submit, with the Final Plat, a revised set of restrictive covenants and conditions for the entire development to address issues including, but not limited to, easements and access to common areas, common area property maintenance, stormwater detention, restrictions on the rental of dwellings, restrictions on boat and RV parking, anti-monotony provisions, architectural standards for the business-zoned property, and similar restrictions and joint responsibilities between the owners. The covenants shall be subject to review and approval by the Community Development Director prior to recording the Final Plat.
- D. The Preliminary Landscape Plan prepared by Dickson Design Studio dated May 1, 2020; the Preliminary Engineering Plan prepared by Cemcon dated 5/1/20, and the Preliminary Subdivision Plat and PUD prepared by Cemcon dated 5/1/20 shall be revised to incorporate comments from the March 6, 2020 Christopher Burke memorandum and the March 5, 2020 Public Works memorandum, as well as the Community Development Staff Memorandum dated April 9, 2020, January 6, 2020 Fire District review memo, January 3, 2020 Police Department review

memo, and January 8, 2020 McHenry County DOT preliminary review comments. The developer shall dedicate approximately 35 acres of their proposed open space areas – outlots G and H along the south and at the southeast corner of the property – to the Village for maintenance and ownership as naturalized areas. The developer shall have an ecological firm prepare a design and perform the initial installation and establishment of the native areas for a minimum of three years, prior to turning the land over to the Village. The proposed internal bike path shall be a minimum of 10-feet wide with a much stronger base through Outlots G and I, extending to Bunker Hill Drive, so that it may serve as an emergency access into the subdivision for police and fire vehicles.

- E. The Preliminary Signage Plans as prepared by Pulte Group with a latest revision date of February 18, 2020 is approved. All permanent subdivision signs shall be reviewed at the time of Final Plat and PUD Plan, prior to any construction taking place. All other temporary marketing, sales, and model home signage shall follow Village Code requirements with respect to number, location, size and other similar regulations.
- F. The developer shall stub water and sewer lines to the three parcels along Algonquin Road that are not part of this petition and include a landscaping business.
- G. All of the development shall be in accordance with the Development Agreement, attached hereto, the execution of which is hereby authorized by this Ordinance.
- H. A back-up Special Service Area shall be required for the stormwater detention facilities to be retained and maintained by the subdivision's HOA.
- I. All of the public streets will require street lighting in accordance with the Village public street light standards. The developer shall be required to submit lighting plans the time of the Final Plat and PUD Plan review.

SECTION 2: The Village President is authorized to execute, and the Village Clerk attest, the Development Agreement attached hereto as Exhibit 1.

SECTION 3: All requirements in the Algonquin Zoning Ordinance, as would be required of any owner of property zoned in the same manner as the Subject Property, shall be complied with, except as otherwise provided in this Ordinance, or other ordinances approved by the President and Board of Trustees with respect to the Subject Property.

SECTION 4: The findings of fact on the petition for the Subject Property as set forth by the Planning and Zoning Commission and outlined below are hereby accepted and made a part of this Ordinance:

1. The proposed uses are appropriate and desirable in this location, and will be compatible both with the Comprehensive Plan designation and surrounding uses. The subject property has underlying R-1E residential zoning and the proposed development of the existing private open space as single-family homes will complement the character of the neighboring single-family residential subdivisions.

2. A dramatic slowdown in the golf course industry the past two decades, and precipitous decline in business, has necessitated a change in land use for the subject property that will be consistent with the property's underlying single-family zoning designation. Furthermore, the petitioner's proposed development will provide a variety of desirable housing options for the local community.

3. The proposed use of this site will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values. Similar to other Planned Unit Developments throughout the Village, the petitioner's development shall both be constructed in accordance with their approved plans and adhere to the conditions of approval regulating architectural design and site layout, in order to be compatible with surrounding development.

4. The proposed uses will comply with all zoning requirements of the Village and the conditions stipulated as part of the approval.

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

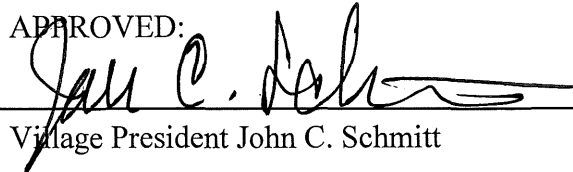
Aye: Sosine, Spella, Glogowski, Steigert, Schmitt

Nay: Jasper, Brehmer

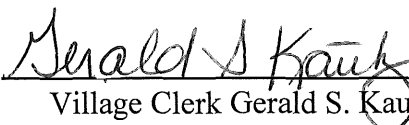
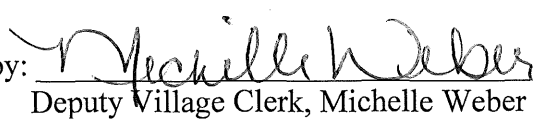
Absent: None

Abstain: None

APPROVED:


Village President John C. Schmitt

(SEAL)

ATTEST:  Village Clerk Gerald S. Kautz by:  Deputy Village Clerk, Michelle Weber

Passed: May 19, 2020

Approved: May 19, 2020

Published: May 19, 2020

Prepared by:
Village Staff

Reviewed by:
Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

REDEVELOPMENT AGREEMENT
(TRAILS OF WOODS CREEK)

THIS REDEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 19th day of May, 2020, by and among the VILLAGE OF ALGONQUIN, an Illinois municipal corporation (the "Village"), and PULTE HOME COMPANY, LLC, a Michigan limited liability company ("the Developer"). The Village and Developer are collectively referred to herein as the "Parties." The property subject to this Agreement consists of approximately 138.44 acres of land, more or less, situated in the Village of Algonquin, McHenry County, Illinois, and is legally described on Exhibit A attached hereto ("Property").

RECITALS

A. The Village is a home-rule municipality with the authority to regulate the development of real property within the corporate boundaries of the Village.

B. The Developer is the contract purchaser of the Property, and as such, has petitioned the Village for the following (the "Village Approvals"):

1. Approval of a planned unit development ("PUD") for the Property, with exceptions as depicted on the Preliminary Development Plans;
2. Approval of a preliminary plat of subdivision for the Property, with deviations from the Village's Subdivision Regulations as depicted on the Preliminary Development Plans; and
3. Approval of the Preliminary Development Plans.

C. The "Preliminary Development Plans" consist of the following documents: (i) Preliminary Site Plan attached hereto as Exhibit B; (ii) Preliminary Plat of Subdivision attached hereto as Exhibit C; (iii) Preliminary Engineering Plan attached hereto as Exhibit D; (iv) Preliminary Stormwater Report incorporated herein by reference; (v) Preliminary Landscape Plan attached hereto as Exhibit E; (vi) Tree Survey and Tree Preservation Plan attached hereto as Exhibit F; (vii) Product Matrix and Building Elevation Renderings attached hereto as Exhibit G; (viii) Signage Plan attached hereto as Exhibit H; and (ix) and the Anti-Monotony provision attached hereto as Exhibit I.

D. The Village and Developer desire to enter into this Agreement, as a condition to the Village Approvals and to set forth the specific terms and conditions by which the redevelopment of the Property will be governed.

E. It is the desire of the Village that the redevelopment of the Property proceed as soon as possible, subject to the ordinances, codes and regulations as amended by the Village and as may be superseded or modified by the terms of this Agreement.

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 hereto agree as follows:

ARTICLE I

ZONING

A. Ordinances. Contemporaneously with the approval of this Agreement, the Village shall adopt all necessary ordinances with respect to the redevelopment of the Property, which ordinances shall expressly include: (i) approval of a PUD for the Property with exceptions as depicted on the Preliminary Development Plans; and (ii) approval of the Preliminary Development Plans.

B. Residential Parcel. The Residential Parcel shall be developed in substantial conformance with the Preliminary Development Plans and the terms set forth in this Agreement. The Preliminary Development Plans reflect the intended layout of the subdivision, which layout incorporates conservation design elements by clustering residential dwelling units, maximizing open space, and providing ecological improvements consistent with the Village's Conservation Design Standards as set for in Section 21.11 of the Village Code. The Preliminary Development Plans also depict the public and private improvements that are necessary and appropriate for the development of the subdivision. The Preliminary Development Plans specifically include exceptions or deviations from the Village Code as permitted under Section 21.11 thereof. The Preliminary Development Plans do not reflect final development plan approvals required from the Village and no permits for development of the Property shall issue based on the approval of the Preliminary Development Plans, except as may be expressly set forth in this Agreement.

ARTICLE II

DEVELOPMENT PLANS

A. Preliminary Development Plans. The Preliminary Development Plans approved pursuant to this Agreement, specifically including the Preliminary Plat of Subdivision, shall be valid for the term of this Agreement notwithstanding any provision of the Village Code that may provide otherwise.

B. Final Plat of Subdivision. Developer may seek approval of final plat in two or more phases. Developer may submit a final plan, which shall include final engineering plans, final landscape plans, final stormwater report, final elevations, final signage plan, and final plats of subdivision for portions of the Property at any time during the term of this Agreement ("Final Development Plans"), and the Village shall promptly consider the Final Development Plans so submitted, provided that: (i) such plans and/or plats substantially conform with the Preliminary Development Plans; (ii) otherwise meet all the requirements of the Village ordinances as such may be modified by this Agreement (it being agreed that the Preliminary Development Plans and the provisions of this Agreement shall supersede and take precedence over the general ordinances of the Village); (iii) are platted consistent with any phasing plan as provided herein; (iv) all utilities necessary to serve such phase are in place or are planned to be installed as part of the approved final engineering with respect to such phase; (v) there is no breach of this Agreement or the Village Code by Developer; and (vi) such Final Development Plans are otherwise in compliance with this Agreement.

The Village shall complete reviews of the Final Development Plans consistent with the Code and shall issue written comments which specifically detail any objections to said plans. The Village shall not withhold approval of a final plat of subdivision pending resolution of technical details associated with the Final Development Plans, provided that the Village and Developer agree that resolution of the Final Development Plan issues will not require modifications to the applicable final plat of subdivision. The Village shall approve the Final Development Plans provided that (i) they are in substantial conformance with the Preliminary Development Plans; and (ii) they meet the requirements of Village Code (except to the extent modified by the Preliminary Development Plans or this Agreement).

C. Changes to approved Plans. Changes to the approved development plans, whether it be the Preliminary Development Plans or the Final Development Plans, shall be considered either a "Major Amendment," or a "Minor Amendment." Major Amendments are modifications which alter the concept or intent of the planned unit development. Examples of a Major Amendment include: (i) a change to the land use identified in an approved plan; (ii) any increase in the number of dwelling units; (iii) any decrease to the minimum lot size for each series of homes as set forth in the approved plans; (iv) any decrease to the setbacks for each series of homes as set forth in the approved plans; (v) any substantial modification to an access point or a new point of access; or (vi) more than a 3% reduction in common open space. A Major Amendment shall require an amendment to the PUD and shall be approved where consistent with the general standards as set forth in Section 21.11 of the Village Code, with a public hearing before the Village's planning and zoning commission and final approval by the Village Board. Minor Amendments are modifications that are not defined as Major Amendments and do not alter the concept or intent of the planned unit development. Examples of a Minor Amendment include: (i) changes to the approved landscape plan or tree preservation plan which do not reduce the overall quality of the project or impair perimeter buffering established in any approved plan; (ii) modifications to the product matrix or approved building elevations, including the approval of new floor plans and elevations, provided that the proposed plans are consistent with the character of approved plans for the applicable series of homes; or (iii) approval of monument signs. Minor Amendments may be approved by the Community Development Director and Village Engineer without the approval of the Village Board. Minor Amendments which are not approved by the Community Development Director and Village Engineer may be appealed by the applicant to the Village Board as a Major Amendment.

D. IEPA Permits. The Village agrees to execute applications for Illinois Environment Protection Agency ("IEPA") permits for the extension of municipal utilities upon submittal by Developer of final engineering plans with the understanding that the execution of said application shall not be considered an approval of the final engineering plans. No physical connection shall be made between subdivision utilities and the Village's utilities until such time as applicable IEPA permits have issued. Except as otherwise provided for herein, or as may be authorized by the Village engineer, no construction shall commence until final engineering plans and the final plat have been approved by the Village and any security required by this Agreement has been deposited with the Village. The engineers and attorney's fees and costs associated with Developer's application incurred by the Village shall be paid by Developer through a Developer account established with the Village in accordance with Article III below.

ARTICLE III

FEES

A. Annexation Fees. The Property was previously annexed to the Village and accordingly, no annexation fee shall be due associated with the redevelopment of the Property.

B. Platting Fees. At the time of approval of a particular final plat and before the execution and recording of the final plat of subdivision, a platting fee shall be paid by Developer to the Village. The Platting Fee shall be calculated based on two components: (i) acreage platted; and (ii) anticipated population generation. For purposes of calculating that portion of the fee attributed to the platted acreage of the Property, the overall acreage of the Property (138.44 acres) shall be reduced by the external right-of-way slated for dedication (0.56 acres) and that portion of the Property to be dedicated to the Village (35.69 acres). For purposes of calculating that portion of the fee attributed to anticipated population generation, the fee shall be calculated as follows:

1. Estates Series: \$300 per home (based on 4 persons per home)
2. Springs Series: \$262.50 per home (based on 3.5 persons per home)
3. Shores Series: \$0 (waived in light of senior-oriented product)

C. Building Permit Fees. Building Permit Fees associated with any development of the Property shall be payable prior to obtaining the respective building permit according to Village Code.

D. Certificate of Occupancy. Developer shall pay a fee of \$50.00 for a Certificate of Occupancy for each residential dwelling unit constructed on the Property at the time of issuance thereof.

E. Water and Sewer Improvement Fees. The Water and Sewer Improvement Fee is \$4,500.00 per acre. For purposes of calculating the fee payable with respect to redevelopment of the Property, the overall acreage of the Property (138.44 acres) shall be reduced by the external right-of-way slated for dedication (0.56 acres) and that portion of the Property to be dedicated to the Village (35.69 acres). The total Water and Sewer Improvement Fee for redevelopment of the Property is determined to be \$459,855.00 based on the preliminary subdivision plat. For the purposes of clarity, the Parties agree that the Water and Sewer Improvement Fee shall be calculated based on the preliminary plat of subdivision and shall not be modified irrespective of minor changes to acreages on the final plat of subdivision. Developer shall pay the Water and Sewer Improvement Fees prior to recording the Final Plat for Phase I of the subdivision. In consideration of the payment of the Water and Sewer Improvement Fee, the Village hereby guarantees to Developer that the Village will provide necessary and appropriate water pressure and sanitary sewer capacity to serve the redevelopment of the Property as contemplated pursuant to the Preliminary Development Plans. Developer shall be solely responsible at its cost for the installation of all on-site water and sewer infrastructure, include the stub connections to adjacent property as depicted in the Preliminary Development Plans. Developer shall not be responsible for any off-site improvements to the Village's water distribution system or the Village's sanitary sewer except as set forth on the Preliminary Development Plans.

F. Tap-On Fees. Water and sewer tap on fees shall be payable on a per-unit basis at the time of building permit. The applicable tap-on fee for each unit shall be based on the number of bedrooms contained in the building permit set for said unit. The tap-on fees shall be calculated as follows:

	Water Tap-On	Sewer Tap-On
2 Bedroom	\$7,571.00	\$6,861.00
3+ Bedroom	\$8,040.00	\$7,658.00

*Minimum fee of \$7,571.00

**Minimum fee of \$6,861.00

G. Water Meter Fee. Developer shall pay to the Village a Water Meter Fee for each residential dwelling unit constructed on the Property. The Water Meter Fee shall be based on the cost of the water meter acquired by the Village plus \$50.00. The Water Meter Fee shall be payable prior to the issuance of a building permit for each structure.

H. Municipal Administration and Public Safety Building Fee. The Municipal Administration and Public Safety Building Fee is not applicable.

I. Transition Fees. No Transition Fees shall be payable with respect to the redevelopment of the Property.

J. Fire District Review Fee. Prior to the issuance of any building permit for the Property, Developer shall pay a review fee of \$30.00 per residential unit directly to the Huntley Fire Protection District.

K. Public Art Fee. A Public Art Fee of \$25 per residential dwelling unit shall be paid by Developer to the Village at the time of building permit issuance for each residential dwelling unit.

L. Watershed Protection Fee. In lieu of a per unit Watershed Protection Fee, Developer shall make the Woods Creek Donation, a one-time payment of \$50,000.00, payable to the Village prior to recording of the first final plat for the Property, as part of the Tree Replacement Requirements under Article V.

M. GIS Asset Fee. A GIS Asset Fee shall be payable with respect to the Property in the amount of 0.75% of the Engineer's Estimated Cost of Public and Private Improvements as required under the Public Improvements Completion Agreement. For purposes of clarity, the Engineer's Estimated Cost of Public and Private Improvements shall cover land development activity but will not include any portion of work completed under a building permit. The GIS Asset Fee shall be paid by Developer prior to the recording of each final plat of subdivision for the Property.

N. Park/Open Space Donations. In lieu of a financial contribution toward future Park/Open Space acquisitions by the Village or the Huntley Park District, Developer shall improve and dedicate to the Village that portion of the Property depicted on the Preliminary Development Plans as Outlots G, H, and I ("Donation Parcel") pursuant to the provisions more specifically set forth in Article IV of this Agreement. No other payment, fee or land contribution shall be required for parks or open space with respect to land or cash donations under Section 22.09 of the Village Code.

O. School Donations. A school donation shall be payable by Developer as a fee-in-lieu of land contribution at the time of issuance of a building permit for each residential dwelling unit to be constructed on the Property (the "School Donation"). The School Donation shall satisfy the land and cash donation requirements under Section 220.9 of the Village Code. The School Donation shall be payable pursuant to the following Schedule:

Dwelling Unit Type	School Donation
2 Bedroom Dwelling Unit	\$850.50
3 Bedroom Dwelling Unit	\$3,449.25
4 Bedroom Dwelling Unit	\$5,890.50
5 Bedroom Dwelling Unit	\$4,567.50

P. Review Fees. Review fees for the approval of the Preliminary Development Plans and this Agreement have been paid by Developer. At time of application for each final plat, the Developer shall pay the applicable Review Fees in effect as of the date of the application. The Review Fee shall not include any mark-up payable to the Village.

Q. Consultant Escrow Account. Developer shall be responsible for reimbursement of the Village for the costs incurred by the Village for third-party consultant services (i.e. engineer or legal) associated with the redevelopment of the Property (the "Review Fees set forth under paragraph P above), including but not limited to the associated zoning process, review of final engineering and this Agreement. At the time of application for a final plat or any zoning entitlement, Developer shall establish and fund an escrow with the Village based on the fee schedule contained in the application materials in effect as of the date of the application. The escrow shall be replenished as often as necessary to complete the Village's review of the applicable application. After all official actions and services for a project have been completed, any remaining balance shall be refunded. Upon request by Developer, the Village shall furnish detailed invoices for services provided by the Village's third-party consultants. The consultant escrow account shall include all third-party inspection services during the grading, infrastructure installation, street and building construction, development and completion of the project, including all park and open space landscaping improvements.

R. Construction Escrow Fees. Developer shall post surety in accordance with the terms of this Agreement to secure completion of the public and private improvements. No separate Construction Escrow Fee shall be required in order to secure completion of construction of any improvements.

S. Cul-De-Sac Fees. Developer shall pay a "Cul-De-Sac Fee" of \$6,000 per cul-de-sac platted on the Property. Based on the Preliminary Development Plans, the total Cul-De-Sac Fee shall be \$18,000, representing one cul-de-sac at Street "D" and one cul-de-sac at Street "E".

T. Recapture Fees. There are no Recapture Fees applicable to the Property.

U. Road Improvement Fee. The Property is located in McHenry County, and, therefore, there is no Road Improvement Fee.

V. Other Fees. The Village agrees that the Fees, Donations and Contributions required pursuant to this Article III are a thorough list of the Fees, Donations or Contributions applicable to Developer's redevelopment of the Property. No other Fee, Donation, or Contribution shall be assessed, collected or charged by the Village as a condition of the approval of any Preliminary Development Plans of Final Development Plans with respect to the Property or with respect to any permit issuance for the Property. No Fee, Donation or Contribution adopted after the date of this Agreement shall apply to the redevelopment of the Property. The Fees, Donations, and Contributions as set forth in this Article III or the Village's Municipal Code, as it applies to the redevelopment of the Property, shall be frozen for a period of ten (10)

years from the date of this Agreement, and no increase or modification to the Village's Development Fee Schedule & Policies shall be applicable to the Property during said time frame, provided Developer obtains approval of the initial Final Plat within twelve (12) months of the date of this Agreement.

ARTICLE IV

OPEN SPACE DONATION

A. Donation Parcel. The Donation Parcel consists of approximately 34.54 acres being comprised of Outlots G, H and I as depicted on the Preliminary Plat. The Village desires that the Donation Parcel be improved, as generally depicted in the Preliminary Development Plans, as a combination wetland channel and open prairie with native vegetation that will provide new stormwater and floodplain volume and encourage infiltration and filtration of water which flows to Woods Creek. These improvements are consistent with the guidance of the Woods Creek Watershed-Based Plan and will provide ecological benefit to the Village consistent with Village efforts to restore and preserve native habitats, particularly those tributary or along critical waterways (i.e. Woods Creek). The Final Plat of Subdivision shall include a covenant that the Donation Parcel be dedicated to the Village and reflect that it is being dedicated to the Village in fee simple title pursuant to Section 3 of the Illinois Plat Act.

B. Donation Parcel Improvement Plans. The Village hereby approves the preliminary grading and landscape enhancement of the Donation Parcel as generally depicted on the Preliminary Development Plans (the "Donation Parcel Improvements"). The Donation Parcel Improvements shall be more specifically defined with final grading detail, specific plant species and quantities in the final improvement plans ("Final Improvement Plans") which shall be prepared by Developer. Developer shall work cooperatively with the Village staff to develop the Final Improvement Plans and shall be responsible for permitting the Final Improvement Plans through the USACE, as may be required. The Village acknowledges and agrees that the USACE has asserted jurisdiction over a small portion of the Donation Parcel and that the Final Improvement Plans may be subject to revisions as required by the USACE. The Village further acknowledges that the Donation Parcel Improvements will require the remapping of floodplain on the Property through FEMA. Developer intends to file an application with FEMA for a conditional letter of map revision ("CLOMR"), which Developer shall provide to the Village upon receipt, but the Village agrees that the issuance of a CLOMR shall not be a condition to issuance or justification of limitations on either a site grading permit or a Site Development Permit (as defined at Article XI) to the extent permitted by law. The Village shall issue Building Permits for individual lots encumbered by the floodplain upon FEMA issuance of a letter of map revision ("LOMR") to the extent permitted by law, but shall not issue an occupancy permit for any such lot prior to the effective date of the LOMR (following appeal period). The Developer assumes all risks associated with the cost of such improvements in the event that LOMR or other applicable law prevents such structures from being completed.

C. Final Improvement Plans. The Developer agrees that the Donation Parcel will be encompassed within the first final plat for all or any portion of the Property submitted to the Village for approval. Developer shall complete the Donation Parcel Improvements, consistent with the Final Improvement Plans, at its sole cost and expense as part of the Phase 1 improvements to the Property. The Donation Parcel Improvements shall be completed in compliance with the permit issued by the USACE.

D. Conveyance of Donation Parcel. Within sixty (60) days of the date that the Village engineer confirms completion of the Donation Parcel Improvements consistent with the Final Improvement Plans,

Developer shall convey to the Village, and the Village shall accept from the Developer, the Donation Parcel. The Donation Parcel shall be conveyed by special warranty deed, not subject to any mortgage, lien, taxes or other monetary encumbrance which would become an obligations of the Village. On conveyance to the Village, Developer shall provide, at its cost, a title insurance policy with extended coverage over the Donation Parcel and naming the Village as the insured with coverage in the amount of \$1.5 million (the "Title Policy"). The Title Policy shall not be subject to any mortgage, lien, taxes or other monetary encumbrance which would become an obligation of the Village. Village has reviewed the Title Commitment for the Property and agrees that the exceptions currently on Title are agreed to by the Village. The only other restriction that may be placed on the Donation Parcel is that which is agreed to by the Village in its sole discretion notwithstanding any other provision herein to the contrary. Developer and Village shall reasonably cooperate and provide such additional documentation as may be customary and appropriate for the conveyance of property in McHenry County and the State of Illinois. Irrespective of the conveyance of ownership of the Donation Parcel, Developer shall remain responsible for satisfaction of the maintenance and monitoring requirements for the Donation Parcel Improvements for a period of three years or for any longer term as may be specified in the USACE permit. Upon satisfaction of the maintenance and monitoring requirements as may be applicable under Village Code or the terms of the USACE Permit, the Village shall thereafter be solely and exclusively responsible for the operation, maintenance, repair and replacement of any Donation Parcel Improvements.

E. Donation Parcel Dimensions. The exact dimensions of the Donation Parcel are subject to modification by Developer pursuant to the final plat of subdivision, and the Village shall not object to said modification provided that: (i) the modification does not alter the purpose and intent of the Donation Parcel; and (ii) the total area of the Donation Parcel is not reduced by more than 10,000 square feet.

ARTICLE V

SUBDIVISION IMPROVEMENTS

A. Project Phasing. Developer shall construct all of the improvements required under this Agreement and the Final Development Plans at its cost but may do so in one or more phases. Each phase shall include, at a minimum, those public and private improvements located within the applicable phase plus any necessary off-site improvements that would be required to make the phase function as a stand-alone subdivision without relying upon development of future phases. Developer may, at Developer's option complete public or private improvements beyond the scope of the applicable phasing of the final plat for that particular phase. By way of example, mass grading of the entire Property may be completed as part of the Phase 1 improvements. The Village hereby approves the preliminary phasing plan attached hereto as Exhibit J ("Phasing Plan"). The Phasing Plan may be updated with the Final Development Plans, but any modification to the Phasing Plan shall be subject to the review and approval of the Village Engineer. All phasing of the public and private improvements shall be consistent with this Agreement, shall provide for the orderly installation of said improvements, and shall ensure contiguity and proper service for the development of each phase of the Property for which final plat approval is being sought. The Village shall review, and if found to be in compliance, approve and accept the public improvements for each phase in the same manner as if each phase were a separate subdivision.

B. Improvement Standards. Developer, at its cost, shall be responsible for the construction and installation of those public improvements and utilities consisting of storm sewers, sanitary sewers, water

mains, streets and appurtenant structures as are needed to adequately service all phases of the Property as depicted on the Preliminary Development Plans. The Village acknowledges and agrees that the Preliminary Development Plans include deviations or departures from the applicable standards for public improvements as may be set forth in the Village Code or other applicable regulations, and the Village intends to approve those deviations or departures by approval of the Preliminary Development Plans and this Agreement. Where deviations or departures from Village Code or other applicable regulations are depicted in the Preliminary Development Plans, either by omission of a requirement or substitution with an alternative design, the Village shall approve said deviations or departures as part of the Final Development Plans. Developer shall not be responsible to the Village for the construction of any off-site improvements, including oversizing of utilities except as set forth on the Preliminary Development Plans or as specifically contemplated by this Agreement.

C. Public Improvements Completion Agreement. As a condition to the issuance of a Site Development Permit (as defined in Article IX) Developer shall be required to execute a Public Improvements Completion Agreement consistent with the form attached hereto as Exhibit K.

D. Required Improvements. Notwithstanding anything herein to the contrary, Developer shall be required to complete the following improvements:

1. Fairway View Drive. The Village plans to reconstruct Fairway View Drive during the 2020 construction season. Pulte will need to extend utility service across Fairway View Drive, but will not be prepared to complete the installation of said improvements prior to the completion of the Village roadway reconstruction project. To reasonably minimize damage to the reconstructed roadway, the Parties agree that the Village will reconstruct the road but will not install a surface course from Nottingham Drive north to Algonquin Road. Pulte shall complete the surface course of Fairway View Drive not later than November 25, 2021. Prior to installation of the surface course, the Parties agree that Pulte may open-cut Fairway View Drive for the purpose of utility installations or connections, but that following the completion of the surface course for Fairway View Drive, Pulte shall be required to auger any new utility installations or connections. Pulte shall complete the surface course installation at its sole cost and expense.
2. Fence Replacement. The Property immediately abuts existing residences in the Village. A chain link fence currently delineates the border between the Property and the existing residences. Developer intends to maintain the existing chain link fence to secure the Property during certain development activity. Upon completion of the improvements to the Donation Parcel, the Village has requested that Developer replace the chain link fence with a split-rail fence to be located on the Donation Parcel that will delineate the boundary between naturalized areas and the existing residences. In order to address any inconvenience to existing homeowners who may be utilizing the existing chain link fence to enclose their yard, Developer has agreed to hire a fencing contractor and to provide a credit with the fencing contractor to permit the homeowners listed on Exhibit L ("Impacted Homeowners") to install a new chain link fence segment on the Impacted Homeowners' property ("Fence Credit"). Developer shall only be responsible for the cost to install a like-kind six foot (6') chain link fence in the location where Developer removed the existing chain link fence. Developer shall not be responsible to install fencing for existing residents not listed on Exhibit L, for any direct payments to an Impacted Homeowner, for any costs to upgrade fencing selected by an Impacted Homeowner, or for costs incurred by an Impacted Homeowner for fences installed by anyone other than Developer's fencing contractor. Developer shall be responsible for providing notice of the Fence Credit to the Impacted Homeowners. The Impacted Homeowners shall have a

period of three (3) months from the date of said notice to reach an agreement with Developer's fencing contractor to utilize the Fence Credit. Developer has agreed to provide the Fence Credit as an accommodation to Impacted Homeowners, but does not assume any individual liability to any Impacted Homeowner who fails to timely utilize the Fence Credit, elects not to work with Developer's Fencing contractor, or for any other reason. Developer's sole liability for the Fence Credit shall be to the Village, and said liability shall expressly expire three (3) months from the date Developer provided notice to the Impacted Residents whether or not the Impacted Residents have utilized the Fence Credit.

3. Tree Replacement. The Village has approved the Tree Preservation and Removal Plan as part of the Preliminary Development Plans. In consideration of the contemplated tree removals, and in lieu of the tree replacement requirements as may be set forth in the Village Code, Developer shall make the following improvements at its cost (collectively the Tree Replacement Requirements):
 - a. Developer shall plant not less than 246 trees on common areas outside of the parkway; and
 - b. Developer shall plant not less than 381 trees on the residential lots; and
 - c. Developer shall plant not less than 450 parkway trees, provided that Developer may relocate parkway trees onto residential lots or common areas to the extent necessary to avoid conflicts; and
 - d. Developer will improve the approximately 35-acre Donation Parcel with native wetland and native prairie plantings consistent with the Preliminary Development Plans and pursuant to standard Village specifications set forth by Village staff as part of the Final Development Plans and consistent with any requirements that may be imposed by the USACE; and
 - e. Developer will install 4,716 linear feet of split rail fencing between the existing residences and the Donation Parcel pursuant to specifications to be reasonably approved by Village staff as part of the Final Development Plans; and
 - f. At the time of the Village's acceptance of the Donation Parcel, Developer will donate \$50,000.00 to the Village for offsite restoration to be performed by the Village in the Woods Creek watershed ("Woods Creek Donation").
4. Bike Path Connection. Developer agrees to investigate the viability of a bike path crossing of Algonquin Road on the west side of Frank Road. The contemplated crossing would connect the path to be constructed upon the Property to the existing path that is located at the northwest corner of the intersection of Algonquin Road and Frank Road. The Village acknowledges that the contemplated crossing has other jurisdictional requirements, ADA accessibility requirements, and the location of the existing path being located at least partially on private property. If the Developer finds that the crossing cannot feasibly be constructed in conjunction with the path construction contemplated for the Property or if Developer reasonably concludes that the connection would cost Developer more than Twenty Thousand Dollars (\$20,000.00) to construct, Developer may, by written notice to the Village, elect not to construct the connection, in which event the Developer

shall donate to the Village the sum of Twenty Thousand Dollars (\$20,000.00) in consideration of the Village's future efforts to make the bike path connection.

5. Algonquin Road. Developer has submitted a separate application to the McHenry County Department of Transportation ("MCDOT") related to improvements to Algonquin Road. The Village and Developer acknowledge and agree that MCDOT is the jurisdictional and permitting agency with respect to Algonquin Road improvements, and that the Village shall not impose any additional requirements related to construction or improvements to Algonquin Road related to the redevelopment of the Property. Developer shall be solely and exclusively responsible for obtaining the permit for the improvements to Algonquin Road from MCDOT and for completing the construction thereof in compliance with the applicable permit at its cost.

E. Surety.

1. Developer shall make all public improvements for each phase of development in accordance with the applicable Final Development Plans, ordinances of the Village and pursuant to the terms of the Public Improvements Completion Agreement and this Agreement, and such improvements will be constructed in accordance with the approved Preliminary Development Plans and Final Development Plans. Developer shall secure the installation of such improvements for each development phase by submitting a surety bond in a form and from such company as reasonably approved by the Village. Such letter of credit or bond shall be in the amount of 120% of the cost of the public improvements for each such phase as approved by the Village Engineer. To the extent that Developer posts surety with a third-party governmental agency with respect to any portion of the public improvements, Developer shall not be required to post duplicative surety with the Village covering the same scope of work provided that any such surety posted with a third-party agency also names the Village as an additional beneficiary or obligee so that said surety is enforceable by either the Village or said third-party agency.
2. The Village shall reduce such security within thirty (30) days after Developer's request and upon approval by the Village Engineer and Public Works Director, and Developer agrees to not request a reduction to any one bond more than once every two months. The Village Engineer and Public Works Director will inspect the completed improvements, and either approve such request or issue a denial within said period of time, informing Developer specifically what corrections or additional documentation are necessary to allow the reductions.
3. Upon completion of all improvements and acceptance by the Village, the securities guaranteeing the construction of the improvements shall be released; provided, however, that a maintenance bond equal to ten percent (10%) of the approved estimated cost shall be provided by Developer in accordance with the Subdivision Ordinance. The maintenance bond shall be maintained by Developer for a period of eighteen (18) months from the completion date certified by the Village engineer unless otherwise specified in this Agreement.

F. Easements and Access.

Upon the request of Developer, the Village shall grant, to utility companies which may provide utilities to any part of the Property, such construction and maintenance utility easements over, under, across or through property owned or controlled by the Village as are necessary or appropriate

for the development of the Property in accordance with the provisions of this Agreement, the approved Preliminary Development Plans or Final Development Plans for any development phase of the Property. The Village reserves the right to review and approve the type and other possible options relating to above grade utility equipment for maintenance and aesthetic purposes. Developer agrees to grant to the Village easements on the Property required from time to time for utility purposes, including access and maintenance thereof, at locations mutually satisfactory to the Village and Developer.

ARTICLE VI

VILLAGE REPRESENTATION/UTILITIES/DEVELOPER'S OBLIGATIONS

A. Village Covenants and Representations. The Village covenants and represents as follows:

1. Easements: Village water and sewer utilities necessary to service the contemplated development of the Property pursuant to the Preliminary Development Plans are located at the property line for the Property or are located in the adjacent right-of-way. No off site easements are necessary for the extension of Village water and sewer utilities to and through the Property.
2. Wastewater Treatment: The Village has sufficient capacity in its wastewater treatment facility to serve the Property upon redevelopment as contemplated in the Preliminary Development Plans. The Developer and Village acknowledge certain limitations with Village owned off-site infrastructure located downstream of the Property, specifically with respect to the Woods Creek Lift Station that handles conveyance of wastewater from the Property. The Woods Creek Lift Station does not currently have capacity to handle the conveyance of all the wastewater reasonably anticipated from the redevelopment of the Property. However, the Woods Creek Lift Station does have the capacity to handle conveyance reasonably necessary with respect to the first three model homes to be constructed on the Property as of the date of this Agreement and the Village covenants to issue necessary and appropriate permits for the construction and connection of said model homes to the Village's sanitary sewer system. The Village has, as of the date of this Agreement, commenced studies to evaluate the total conveyance capacity in the Woods Creek Lift Station and associated appurtenances (i.e. forcemain) that push waste water upstream from the Woods Creek Lift Station., which studies are anticipated to be completed on or before May 1, 2020. The Village shall develop an engineered solution to accommodate all wastewater reasonably anticipated from the redevelopment of the Property on or before October 31, 2020. The Village shall keep Developer reasonably apprised of any study results, proposed engineering solutions, and a schedule associated with construction thereof. The Village shall construct such upgrades to the Woods Creek Lift Station and associated appurtenances, at the Village's sole cost and expense, as may be necessary and appropriate to handle, convey and treat the volume of wastewater reasonably contemplated from the redevelopment of the Property consistent with the Preliminary Development Plans. The construction of said infrastructure upgrades is anticipated to be completed by June 1, 2021, dependent upon the pace of redevelopment of the Property. In the event that the Village fails to meet any of the applicable deadlines for the studies, engineer or construction of the sanitary sewer infrastructure improvements, Developer may, upon issuance of written notice to the Village, assume the Village's obligation under this paragraph and complete the studies, engineering and construction of the sanitary sewer infrastructure improvements necessary to service the Property. In the event that the Developer assumes said obligations, the Village shall take such action as may

be reasonably requested by Developer (i.e. with respect to the assignment of plans, approval of plans, easements of access, or otherwise) for Developer to complete construction of the sanitary sewer infrastructure. Developer will be responsible for payment of tap-on fees as set forth in Article III. However, in the event that Developer assumes some or all of the Village's obligations under this paragraph, Developer may offset the fees payable under Article III by an amount equal to the costs incurred by Developer with respect to the sanitary sewer infrastructure improvements.

3. Water Supply: The Village has sufficient water capacity in its potable water system to serve the Property upon redevelopment as contemplated in the Preliminary Development Plans. Further, the Village has sufficient water pressure in its publicly-owned water main located adjacent to the Property to serve the Property upon redevelopment as contemplated in the Preliminary Development Plans. Except as set forth in the Preliminary Development Plans, no upgrades to the Village water system are necessary to serve the contemplated development of the Property.

B. Developer's Obligations. The foregoing notwithstanding, Developer will, at its expense, construct and complete extensions of the Village's water main and sewer main to the Property in accordance with the Final Engineering Plans. The Village shall execute all necessary permits and other permissions necessary for the construction of the aforesaid water main and sanitary sewer extensions, and will accept the dedication of the entirety of the same by Developer to the Village upon completion and shall cause said mains to become operational, consistent with Village codes and acceptance procedures. Subsequent extensions of the potable water and sanitary service lines within the Property in conjunction with the future development thereof shall be performed at the expense of Developer, and the plans and specifications for, and the location of, such subsequent extensions shall be subject to the reasonable approval of the Village in accordance with normal procedures under the Village's subdivision regulations and other applicable codes, as the same may be modified by this Agreement.

ARTICLE VII

MODEL HOMES

A. Permits and Construction. The Village shall issue foundation-only permits for up to three model homes once the Final Development Plans have been approved. No building permits shall be issued by the Village, and no framing shall be started on said model homes until water mains and fire hydrants necessary to provide fire protection to those lots have been constructed, connected to, tested and approved by the Village, and provision has been made for emergency vehicle access thereto on a gravel or other road, all in a manner reasonably acceptable to the Building Commissioner and Village Engineer.

B. Model Homes and Parking. Developer shall have the right to construct and maintain up to ten (10) model homes, with appurtenant facilities (i.e. parking) throughout the development of the Property. For each model park, consisting of three or more model homes, Developer shall construct a parking facility on adjacent lot(s), said parking facility providing not less than 3 parking spaces for each model home located in the model park. The parking facility shall not be required to meet applicable requirements of the Village Code, but may be constructed with ninety degree spaces accessed directly from the adjacent right of way (pull-in parking). No model homes shall be used as a model home or sales office until a temporary certificate of occupancy is issued for such purpose by the Village.

ARTICLE VIII

SIGNS

A. Marketing Signs. In consideration of the size and scale of the project, the Village hereby approves the sales and marketing signage plan as part of the Preliminary Development Approvals. Developer may begin installation of sales and marketing signs upon approval of this Agreement. Developer shall maintain the signs in good condition and repair. The text of the signs may be updated by Developer as appropriate but shall be limited to marketing for the sale of homes located on the Residential Parcel.

B. Monument Signs. Developer may construct two externally facing subdivision identification signs, one relating to the newly constructed boulevard entrance to the subdivision and one relating to the Fairway View Drive entrance to the subdivision. Internally, Developer may construct additional subdivision identification signs for individual neighborhoods within the subdivision. Subdivision identification signs may be up to six feet (6') in height (excluding any ornamental feature i.e. capstone or pillars) and thirty-two (32) square feet per signage face. The subdivision identification signs may be located within a median provided that said sign does not impair visibility of impose a safety hazard. The subdivision identification signs located internal to the Property may be double-sided, with each sign face identifying a different neighborhood within the Property. Landscaping for the subdivision identifications signs shall comply with the requirements set forth in Section 29.11 of the Village Code.

ARTICLE IX

PERMITS

A. Soil Erosion and Grading Permit. The Village shall issue a soil erosion and grading permit for the Property, covering mass grading, demolition, tree clearing, storm sewer installation, excavation, storm water retention and detention, ("Grading Permit") on the following conditions:

1. Developer has posted a surety bond on forms reasonably satisfactory to the Village, in an amount equal to 120% of the estimated cost of the work to be completed under the permit;
2. All Final Development Plans, including improvement plans and specifications (final engineering) have been submitted to the Village Engineer;
3. The Village Engineer and Public Works Director have given approval to the portion of the plans relating to grading; and
4. All erosion and siltation control measures shown on the plans required by the Village Engineer and Public Works Director are in place or will be installed as a condition of the issuance of the Grading Permit.

B. Site Development Permit. The Village shall issue a full site development permit ("Site Development Permit") for each phase of the Property on the following conditions:

1. Developer has posted a surety bond on forms reasonably satisfactory to the Village, in an amount equal to 120% of the estimated cost of the work to be completed under the permit;

2. All Final Development Plans for the applicable phase of the project have been approved by the Village Board of the Village of Algonquin; and
3. To the extent that approvals from other permitting agencies are outstanding (i.e. USACE, MCDOT), the Village may impose additional conditions related to the issuance of said permits (i.e. no work permitted in the McHenry County right-of-way) until the applicable approvals are secured, but shall not withhold issuance of the Site Development Permit.

C. Master Building Plan Approvals. Developer may submit and the Village shall promptly process building permit applications for master plan approval of each of the unit types to be constructed on the Residential Parcel (each a "Master Plan"). The Master Plan approval for a unit type shall not relieve Developer from the obligation, as set forth in the Village Code, to submit a separate building permit for each lot prior to the commencement of construction, but shall serve as a mechanism to facilitate prompt and efficient review of individual building permit applications by the Village. If Master Plans have been approved for a unit type, thereafter the plans for each individual building permit application need not be signed and sealed by an architect provided that said plans do not deviate from the approved Master Plan set. The Village shall review individual building permit applications and issue written comments or approve the permit in a timely manner.

D. Construction Access. Developer shall initially utilize Street A, the existing point of ingress and egress via Algonquin Road, as the primary means of ingress and egress for construction related traffic. Developer shall construct a second point of access via Fairway View Drive prior to the issuance of the first non-model building permit. Construction vehicles are expressly prohibited from accessing the Property from Bunker Hill Drive. If such access is not permitted by MCDOT, the parties agree to negotiate in good faith to arrive at a mutually acceptable alternative temporary construction access route prior to construction occurring anywhere on the Property.

ARTICLE X

CERTIFICATES OF OCCUPANCY

A. Except as provided otherwise in this Agreement, no certificate of occupancy for a dwelling unit shall be issued by the Village until there is substantial completion of the following public improvements which are intended to serve such dwelling unit: building numbers; street signs; storm and sanitary sewer systems; water improvements; and curb, stone and binder pavement, provided, however, that the Village may make reasonable allowances for the completion of public improvements which cannot be completed due to adverse weather conditions. Specifically, the Village may issue temporary certificates of occupancy for dwelling units when adverse weather conditions do not permit outside painting, landscaping, driveway, sidewalk or service walk construction, or final grading of the lot so long as the lot and residential units are deemed safe by the Building Commissioner. Village retains right to withhold occupancy permits if the Developer is not in compliance with the Village Code, this Agreement or owes fees, fines, etc.

ARTICLE XI

WINTER MAINTENANCE

A. Until the streets in any platted phase of the Property are accepted by the Village, the Village shall have no obligation to keep the same plowed of ice and snow. It is agreed, however, that between November

15th and April 30th, the Village shall furnish, subject to availability, complete labor and material necessary for the removal of snow and ice from the streets constructed but not yet accepted by the Village, provided Developer and the Village have executed the Village's customary form of sub-agreement entitled Agreement for Snow and/or Ice Removal on Unaccepted Streets. In the event the agreement is not executed by Developer and the Village, the provisions of the Subdivision Ordinance shall apply to the winter maintenance of such streets.

ARTICLE XII

ACCEPTANCE OF PUBLIC IMPROVEMENTS

A. Except as set forth herein, all public improvements installed by Developer shall, upon inspection and approval by the Village, be accepted by, owned, and maintained by the Village. Public improvements shall be accepted as a whole within each phase then under development. Within a reasonable time after receipt of notice from Developer that certain public improvements have been completed, the Village's Public Works Director shall inspect such public improvements and issue a written list of corrections, if any, required for the improvements to conform to the Agreement and Village ordinances (as may be applicable). The Public Works Director shall promptly review any corrections, as the same are made by Developer.

B. The Village agrees to approve the engineering design and construction of all areas intended for ponds and lakes prior to the filling of the same with water to their intended capacities. Such engineering approval shall be made upon submission of as-built plans showing such ponds were installed in conformity with the approved engineering plans, regardless of water levels, if any. Thereafter, such ponds may be filled to their intended capacities and no further approvals of the ponds (i.e., grading or excavation) shall be necessary from the Village for acceptance of that portion of the public stormwater system.

ARTICLE XIII

DORMANT SPECIAL SERVICE AREA

A. Dormant Special Service Area. The Village shall take all steps necessary to form a back-up or "dormant" special service area (herein referenced as "Dormant Special Service Area") on the Property in order to provide funding for the continued operation, maintenance, repair and reconstruction of improvements to be owned and maintained by the Association. Developer agrees not to object to the formation of said Dormant Special Service Area. The Village shall determine the amount of taxes estimated to be necessary to be generated by the Dormant Special Service Area in the event the Dormant Special Service Area is activated. In the event that the Association fails to properly operate and maintain the stormwater management areas and/or the trails owned by the Association, the Village, after notice and opportunity to correct, and at its sole discretion, may activate the Dormant Special Service Area and collect taxes therefrom to perform the operational and maintenance obligations of the Association. The Village shall give the Association's registered agent not less than sixty (60) days' notice of its intent to activate the Dormant Special Service Area.

ARTICLE XIV

VILLAGE ORDINANCES

A. Village Codes Generally. The installation of public improvements and the redevelopment of the Property shall be in accordance with the Village Code as modified by this Agreement, the Preliminary Development Plans and the Final Development Plans. No future amendment to or modification of any ordinances, codes or regulations of the Village shall be applicable or impose more stringent standards on the development of the Property as depicted in the Preliminary Development Plans and thereafter the Final Development Plans for the term of this Agreement.

B. Building Codes. The construction of dwelling units on the Property shall be in accordance with the Building Codes as adopted by the Village. As of the date of this Agreement, said construction shall be governed by the 2015 International Residential Code, subject to the local amendments thereto approved by the Village. At such time as Developer obtains Master Plan approval for a unit type, no changes to the Building Codes shall be applicable to the approved Master Plan or any individual building permit application submitted pursuant to said Master Plan for a period of five (5) years, unless otherwise required by applicable Federal, State or County laws.

C. Amendments. The Village and Developer may, by mutual consent, change, amplify or otherwise agree to modify terms and conditions of this Agreement by the adoption of an ordinance by the Village amending the terms of this Agreement with the acceptance of the terms of such amendment by Developer.

D. Conflicts. The Preliminary Development Plans, the Final Development Plans, this Agreement, and the Village Code shall be read together as complementary documents to the extent applicable. However, where there is a conflict between said documents, the documents shall be given precedence in the following order: i) Final Development Plans; ii) Preliminary Development Plans; iii) this Agreement; and iv) Village Code.

ARTICLE XV

PARTIAL INVALIDITY OF THIS AGREEMENT

A. In the event any provision of this Agreement (except those provisions relating to the requested rezoning of the property identified herein and the ordinances adopted in connection therewith), or its application to any person, entity or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement, and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

B. If, for any reason during the terms of this Agreement, any approval or permission granted hereunder by the Village regarding the Preliminary Development Plans, the Final Development Plans or the applicable zoning is declared invalid, the Village agrees to take whatever action is necessary to reconfirm and approve such plans and zoning ordinances effectuating the zoning, variations and plat approvals proposed herein to the extent permitted by law.

ARTICLE XVI

TIME IS OF THE ESSENCE

A. 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 subject matter hereof.

ARTICLE XVII

SALE OF PROPERTY/RELEASE

A. It is expressly understood and agreed that Developer may sell or convey all or any portion of the Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by the obligations under, and entitled to the benefits of, this Agreement with respect to the portion of the Property sold or conveyed. When any such purchaser agrees to assume Developer's obligations hereunder with respect to the portion of the Property conveyed, and when the Village is notified of such purchase and agreement, the Village hereby covenants and agrees that it shall consent to such assumption and that it shall release Developer and any successor from its respective obligations hereunder with respect to that part of the Property so purchased provided that:

1. Provision has been made that all such public improvements required by this Agreement or Village ordinance for the development of the parcel being sold will be installed and guaranteed in accordance with this Agreement and the ordinances of the Village; and
2. The Village has remaining in place an equivalent surety of performance (subject to Village approval) to assure the Village that any development responsibilities not yet satisfactorily completed by Developer on the portion of the Property for which release is sought will be completed; and
3. The specific facts and terms of assignment are made known to the Village and the Village approves such assignment; and
4. All monetary obligations of Developer due to the Village as of the time of conveyance and attributable to the portion of the Property conveyed have been satisfied in full; and
5. The purchaser assumes all obligations of Developer arising with respect to such portion of the Property acquired by such purchaser; and
6. Developer complies with the Subdivision Ordinance and the Illinois Plat Act.

B. The Village shall not unreasonably exercise its right to deny release herein and shall consider only those factors set forth in this paragraph. Upon request by a prospective purchaser, the Village shall provide a written estoppel statement with regard to the portion of the Property to be transferred setting forth applicable fees which may be outstanding and any circumstances which the Village contends created a default or breach under this Agreement as of the date of such estoppel statement.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns including, but not limited to successor developers and owners of all or any portion of the Property, and upon any successor municipal authority of the Village and successor municipalities, for a period of 10 years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. Notwithstanding the foregoing, if Developer shall fail to: i) deliver to the Village evidence that Developer has acquired all legal title to the Property within twelve (12) months after the date of the Village's adoption of the ordinance approving this Agreement; and ii) submit to the Village a final plat of subdivision for a portion of the Property which encompasses at least 100 residential units in accordance with the terms and conditions of this Agreement within eighteen (18) months of the date of this Agreement, then this Agreement and any action taken by the Village in connection herewith, shall automatically be deemed null and void, and of no further force or affect. If such evidence is delivered by Developer, then (i) this Agreement shall continue to bind the Parties, and (ii) the Village shall promptly record this Agreement against the Property.

B. Construction and Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois, and the Parties agree that venue of any cause of action shall be in the 22nd Judicial Circuit, McHenry County, Illinois.

C. Recitals. The recitals set forth above include materials terms of this Agreement and are hereby incorporated by reference.

D. Breach.

1. Upon 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.
2. Before any failure of any Party 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 and performance shall be demanded, and the Party alleged to have failed to perform shall have a period of 15 days within which to perform such failure unless an emergency condition is deemed to exist, in which event the notification letter shall so state and designate a shorter cure period than 15 days as necessary to avoid such emergency condition.
3. In the event that the Village brings or defends a suit to enforce this Agreement or relating to its interpretation of any of its provisions, and prevails, it shall be awarded attorneys' fees and court costs from the non-prevailing party, including those associated with any appeal or collection proceeding. In addition, if Developer or subsequent owner or developer does not pay any fees provided for herein, the Village may withhold the issuance of building permits to such owner or developer until payment is received. The Village may use any remedies available to it to collect such fees and charges as are due.

E. Notice. Notice shall be provided at the following addresses or to any address delivered to the parties in writing:

Village: Village Clerk and Village Manager
Ganek Municipal Center
2200 Hamish Drive
Algonquin, Illinois 60102

Village Attorney: Kelly Cahill
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

Developer: Pulte Home Company, LLC
Tina Dalman, Corporate Counsel
1900 E Golf Road, Suite 300
Schaumburg, IL 60173

With copy to: Rosanova & Whitaker, Ltd
Russ Whitaker
127 Aurora Ave
Naperville, Illinois 60540

F. Development Schedule. If requested by the Village, Developer shall submit to the Village a schedule of development, but not more frequently than on a semi-annual basis, so that the Village can adequately plan for and provide municipal services to the Property. It is acknowledged that said schedules are anticipatory in nature and will change from time to time as circumstances change and shall represent Developer's best reasonable estimate at the time of its intended schedule of development.

G. Mutual Assistance. The Parties shall do all things necessary or appropriate to carry out the terms and provisions 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 reflected by said terms, including, without limitation, (i) the giving of such notices, (ii) the holding of such public hearings, (iii) the execution of permit applications, (iv) the enactment of such resolutions and ordinances necessary to carry out the terms of this Agreement to the extent permitted by law, to give effect to the terms and objectives of this Agreement, and to give effect to the intentions of the Parties as reflected by said terms. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State, County or local) assistance required or useful for the construction or improvement of Property, for facilities in and on the Property, or for the provision of services to residents, owners, or occupants of the Property. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property are in the best interests of all the Parties and requires their continued cooperation; however, nothing contained in this Agreement shall affect any owner's right to mortgage, encumber, or convey the Property as a whole or separately to one or several third parties. The Village acknowledges that it does not anticipate enacting an ordinance establishing a development moratorium and agrees that no moratorium shall be put in place and effective with respect to the Property during the term of this Agreement.

H. Force Majeure. The failure of any Party 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 rights thereafter

to enforce such term, covenant, agreement or condition, but the same shall continue in full force and effect. If the performance of any covenant to be performed under this Agreement by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

I. Time of the Essence. The parties agree that time is of the essence with respect to the terms, conditions and provisions set forth in this Agreement.

J. Runs with the Land. The parties agree that the terms, conditions and provisions set forth in this Agreement are covenants running with the land and shall be binding against the Property for the term of this Agreement.

EXHIBIT LIST

Exhibit A: Legal description of the Property

Exhibit B: Preliminary Plan

Exhibit C: Preliminary Plat

Exhibit D: Preliminary Engineering Plan

Exhibit E: Preliminary Landscape Plan

Exhibit F: Tree Survey and Tree Preservation Plan

Exhibit G: Product Matrix and Building Elevation Renderings

Exhibit H: Signage Plan

Exhibit I: Anti-Monotony Plan

Exhibit J: Phasing Plan

Exhibit K: Public Improvements Completion Agreement

Exhibit L: Impacted Homeowners

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

[Signatures on following pages]

VILLAGE:

THE VILLAGE OF ALGONQUIN

By:

John Schmitt
President John Schmitt

Attest:

Gerald Kautz
Village Clerk Gerald Kautz

by:

Michelle Weber
Deputy Village Clerk, Michelle Weber

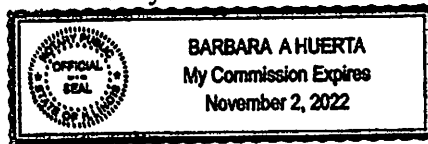
STATE OF ILLINOIS)

COUNTY OF DeKalb

I, Barbara A Huerta a Notary Public in and for said county, in the state aforesaid, do hereby certify that John Schmitt as President of the Village of Algonquin, 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 17th day of June 2020.

Barbara A. Huerta
Notary Public



DEVELOPER:

By:

Its:

Attest:

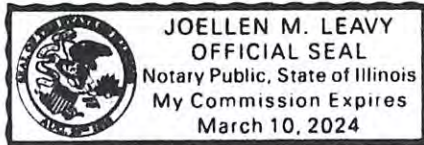
Its:

STATE OF ILLINOIS)

COUNTY OF DuPage)

I, Joellen M. Leavy, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Robert Getz as VP Land Acquisition of Pulte Home Company, LLC, 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 15th day of July, 2020.



Joellen M. Leavy
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED DECEMBER 24, 1997, AS DOCUMENT NUMBER [97R064030](#), IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS EXCEPTING THEREFROM: THE NORTH 625.63 FEET OF THE EAST 825.00 FEET OF THE WEST 1134.73 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25 AND ALSO EXCEPTING THEREFROM: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 33.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 347.79 FEET: THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.0 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 870.00 FEET: THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.00 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 165.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 200.00 FEET: THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 165.00 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 87.57 FEET: THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.01 FEET: THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1029.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER: THENCE EASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 173.01 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 2635.58 FEET TO THE PLACE OF BEGINNING, MCHENRY COUNTY, ILLINOIS. AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 25, THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID

SOUTHEAST QUARTER, A DISTANCE OF 21.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALGONQUIN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.16 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST, A DISTANCE OF 32.03 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 52 SECONDS WEST ALONG A LINE 32.03 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 309.16 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 25; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 32.03 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 25, THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 21.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1134.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 179.02 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 08 SECONDS EAST, A DISTANCE OF 32.03 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 52 SECONDS WEST ALONG A LINE 32.03 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 179.02 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 32.03 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 32.56 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FAIRWAY VIEW DRIVE EXTENDED NORTHERLY; THENCE SOUTH 00 DEGREES 27 MINUTES 46 SECONDS WEST ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 18.53 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HUNTLEY ALGONQUIN ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 46 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 61.00 FEET; THENCE NORTH 33 DEGREES 17 MINUTES 43 SECONDS WEST, A DISTANCE OF 17.99 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 31 SECONDS EAST, A DISTANCE OF 389.69 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 9805.00 FEET AN ARC DISTANCE OF 499.20 FEET AND A CHORD BEARING OF NORTH 88 DEGREES 18 MINUTES 00 SECONDS WEST TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 9665 FEET AN ARC DISTANCE OF 69.55 FEET AND A CHORD BEARING OF NORTH 87 DEGREES 02 MINUTES 51 SECONDS WEST; THENCE NORTH 89 DEGREES 37 MINUTES 52 SECONDS WEST ALONG A LINE 32.03 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY RIGHT

OF WAY LINE OF ALGONQUIN ROAD, A DISTANCE OF 312.13 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, A DISTANCE OF 32.03 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1055.79 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 103166.78 FEET AN ARC DISTANCE OF 224.97 FEET AND A CHORD BEARING OF SOUTH 89 DEGREES 39 MINUTES 59 SECONDS EAST TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS

PARCEL 1:

LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO 7, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1997 AS DOCUMENT NUMBER [97R064030](#) AND CERTIFICATE OF CORRECTION RECORDED JANUARY 15, 1998 AS DOCUMENT NUMBER [98R002718](#), IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25: THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 33.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 347.79 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 870.00 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 140.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS. EXCEPTING THEREFROM, LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO. 7 NOTED AT PARCEL 1 ABOVE.

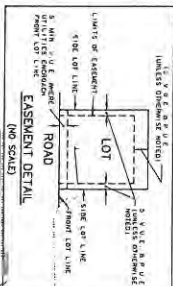
EXHIBIT B
PRELIMINARY PLAN



EXHIBIT C
PRELIMINARY PLAT

LOCATION MAP

PROPERTY OWNERS:
HOME STATE BANK N.A. AS TRUSTEE
UNDER TRUST AGREEMENT DATED FEBRUARY 23, 2004
KNOWN AS TRUST NUMBER 5378
ALCOQUIN STATE BANK, AS TRUSTEE
UNDER TRUST AGREEMENT DATED APRIL 25, 1960
KNOWN AS TRUST NUMBER 1068



PRELIMINARY SUBDIVISION PLAT AND P. U. D.
FOR
TRAILS OF WOODS CREEK

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MC HENRY COUNTY, ILLINOIS.

PAGE INDEX NUMBERS

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18-35-400-023
18-25-400-026
18-25-400-029
18-35-400-030
18-25-428-001
18-25-428-002
18-25-428-003
18-25-428-004
18-25-428-005

AL CONQUIN, ILLINOIS

ABBREVIATIONS	
N	NORTH
E	EAST
S	SOUTH
W	WEST
NE	NORTHEAST
NW	NORTHWEST
SE	SOUTHEAST
SW	SOUTHWEST
REC.	RECORD
ACR.	ARC LENGTH
RAIUS	RADIUS
OF WAX	OF WAX
O.W.	OUTLINE
3 F.	3 SQUARE FEET
5 F.	5 SQUARE FEET
4 L.	4 MILLIN INCHES PER ACRE
DUAC	BACK OF CURB
B/C	BACK OF CURB
STORMWATER	STORMWATER MANAGEMENT
N.O.A.	FACILITY'S ASSOCIATION
PLANNED	PLANNED UTILITY DEVELOPMENT
UTILITY	PLANNED UTILITY DEVELOPMENT
ASSIGNMENT	ASSIGNMENT
WATER	WATER UTILITY ASSIGNMENT
WATER	WATER UTILITY ASSIGNMENT

ELEVATION REFERENCE MARK
NGS BENCHMARK LT KANE 2-43-2 (PRO. A29240) STATION IS LOCATED 0.3 MI SOUTH OF
MUNLEY RD, 289 FT SOUTH OF CENTRLINE OF AGORICATE DRIVEWAY ADDRESS 18N339,
127 FT. NORTH OF CENTRLINE OF AGORICATE

WITNESS POST. NOTE: ACCESS TO DATUM POINT THROUGH 6 INCH LODG CAP. DATUM POINT IS 0.3 FT BELOW CAP. PR NAILS WERE SET IN WOOD PHYSICAL TIES. (MB)
ELEVATION: 093.27 NAVD83

CONTROL POINTS:
CP #104: SET "+1" IN CONCRETE CURB ON WEST SIDE OF FAIRWAY VIEW DRIVE AT THE INTERSECTION OF FAIRWAY VIEW AND NOTTINGHAM DRIVES.

NORTHING: 2006585.59
EASTING: 975942.61
ELEVATION: 888.59 NAVD83

CP #109: SET "1" IN CONCRETE FRAME AROUND TRAFFIC SIGNAL HANDHOLE LOCATED AT THE SOUTHEAST CORNER OF ALCONDAIN AND FRANK ROADS.
NORTHING: 2006585.59

EASTING:	975942.01
ELEVATION:	800.59 NAVD83

SITE DATA

1. TOTAL AREA	1.39.44 AC.±	100.00%
2. PROPOSED ZONING	R-1E	
3. C. EXTERNAL R.O.W.	0.36 AC.±	0.40 %
4. (ALGONQUIN ROAD)		

COMMON OPEN SPACE	16.47 AC. ±	13.34 AC. ±
PARK SITE - 10.23 AC. ±	63.86 AC. ±	48.13 AC. ±

F. MALT RESIDENTIAL	3.33 AC. ±	40.13 ±
G. UNITS		
THE SPRINGS (TYPICAL 56' x 125')	101	
MIL. FRONT YARD SETBACK	30	

M/N. CONCRETE SIDE YARD SETBACK	25
M/N. SIDE YARD SETBACK	7
M/N. REAR YARD SETBACK	25

THE ESTATES (TYPICAL 75' x 130')	46
MIN. FRONT YARD SETBACK	30
MIN. CORNER SIDE YARD SETBACK	25
MIN. SIDE YARD SETBACK	7

MIN. REAR YARD SETBACK	25
THE SMOKE (TYPICAL 35' x 35')	128
MIN. CONVEY. ROAD SETBACK	

MIN. FRONT SIDE YARD SETBACK	30
MIN. CORNER SIDE YARD SETBACK	26
MIN. SIDE YARD SETBACK	7
MIN. REAR YARD SETBACK	20

H. TOTAL PROPOSED UNITS	276
I. POPULATION EQUIVALENT	
J. DEVELOPMENT YIELD ANALYSIS	973

1.) PAR ACREAGE	129.32 AC.
2.) ALLOWABLE UNITS	312.95 UNITS
3.) DENSITY BONUS	64.66 UNITS
4.) MAX UNITS ALLOWED	377 UNITS

NON-RESIDENTIAL SITE COVERAGE	TONS

LEGAL DESCRIPTION

LOT 215 IN TERRACE HILL SUBDIVISION UNIT NO. 7 BEING A SUBDIVISION OF PART OF THE N AND NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, T14N, R10E, NORTHERN RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING IN AND FORMING THE EAST BOUNDARY OF

NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP

NAME / EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 24, 1897 AS DOCUMENT 977064000 AND CERTIFICATE OF CORRECTION RECORDED JANUARY DOCUMENT 988002719, ALL IN MOHAWY COUNTY, ILLINOIS.

AND ALSO INCLUDING THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 45 NORTH, RANGE THE THIRD PRINCIPAL MERIDIAN IN WOODBURY COUNTY, ILLINOIS.

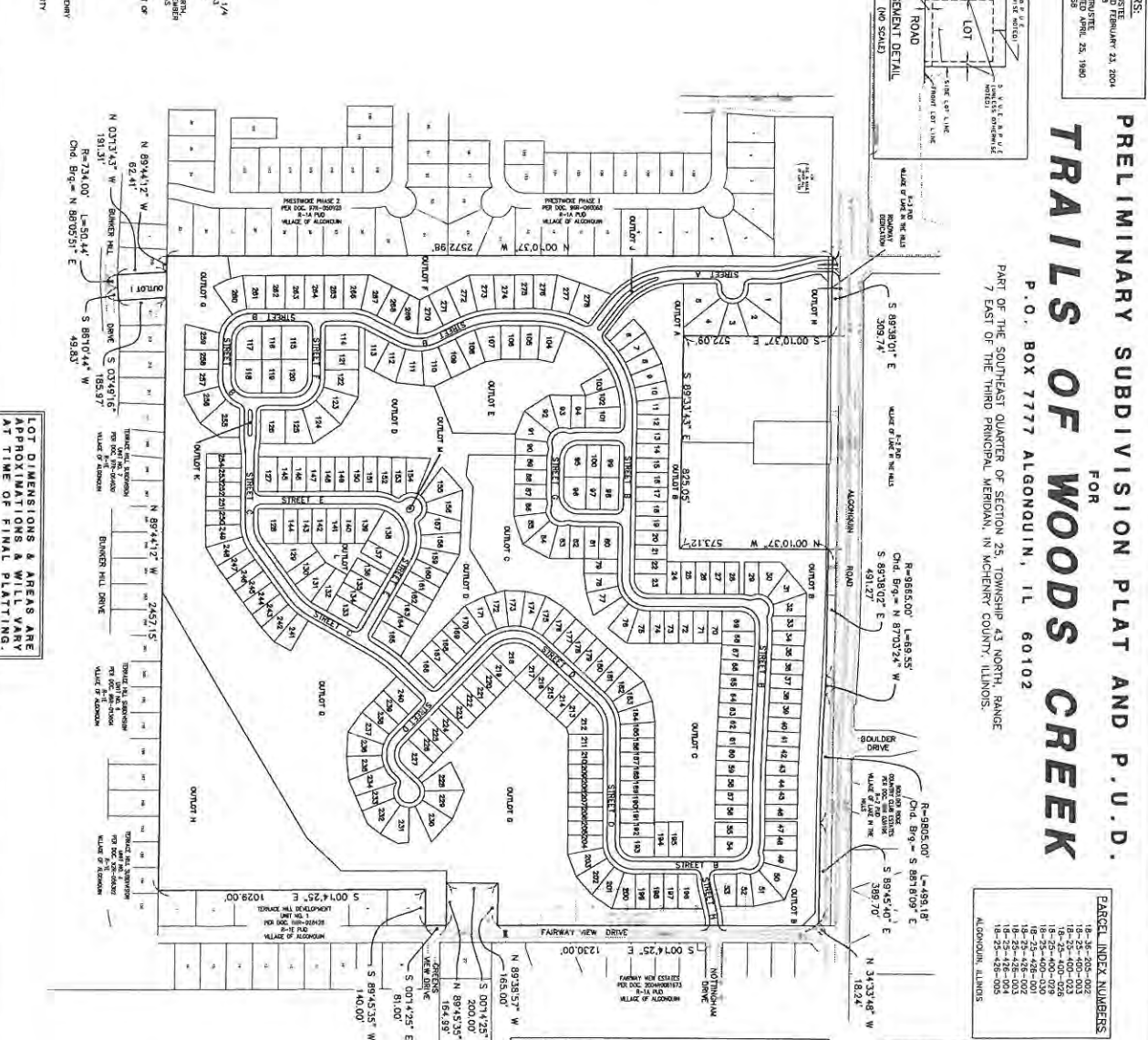
EXCEPTING THAT PART OF SAID SOUTHEAST QUARTER, THE FOLLOWING DESCRIBED TRACTS:

THE NORTH 625.63 FEET OF THE EAST 825.00 FEET OF THE WEST 1134.73 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26.

THAT PART TAKEN FOR ROAD GRADINGS, BEING PART OF ALCONQUIN ROAD AND FAIRWAY DR.
LOTS 250, 251, 252, 253 AND 254 IN TERRACE HILL SUBDIVISION UNIT NO. 7, WOODSAND, A
COUNTY, ILLINOIS.

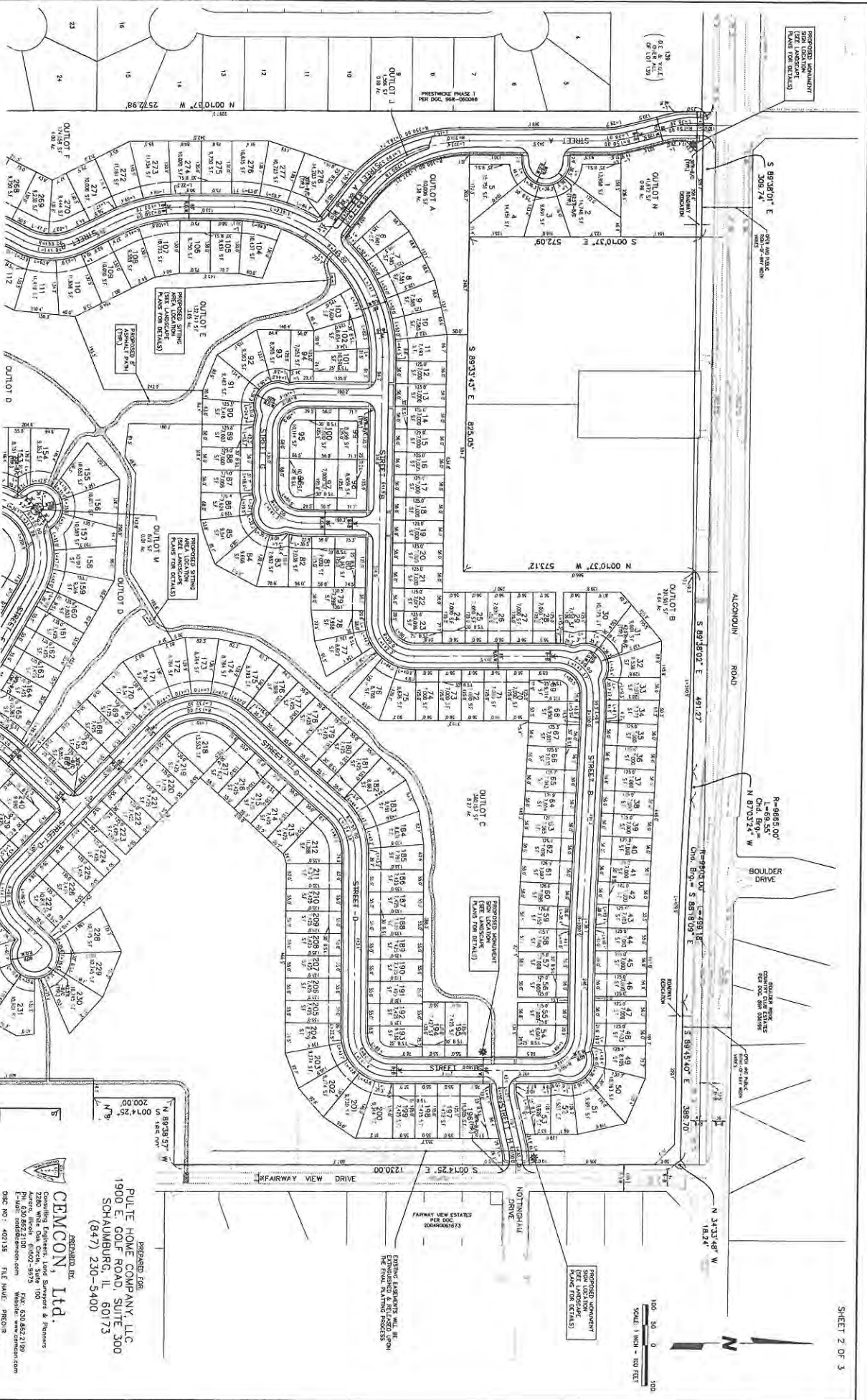
(THE ABOVE LEGAL DESCRIPTION IS A CONSOLIDATED SUPPLIED LEGAL DESCRIPTION OF ENTIRE ASSURANCE PLATED HEREON PER THE LEGAL DESCRIPTIONS SET FORTH IN TITLE COMMITTEE

1966W/15901/CL AND 1966W/15901/SC. BOTH ISSUED BY CHICAGO TITLE INSURANCE COMPANY.



LOT DIMENSIONS & AREAS ARE APPROXIMATIONS & WILL VARY AT TIME OF FINAL PLATTING.

[illegible]



SEE SHEET 3

PREPARED FOR:
 PULTE HOME COMPANY, LLC
 1900 E. GOLF ROAD, SUITE 300
 SCHLAUBURG, IL 60173
 (847) 230-5400

PREPARED BY:
 CEMCON, Ltd.
 2200 King of Prussia Road, Suite 200
 King of Prussia, PA 19381
 (610) 261-1100
 FAX: (610) 261-1101
 E-MAIL: info@cemcon.com
 WWW.CEMCON.COM

DISC NO.: 402135
 FILE NAME: PRC08
 DRAWN BY: J.L.K.
 CHECKED BY: P.G.
 COMPLETION DATE: 12-05-19
 JOB NO.: 402135
 PROJECT MANAGER: CHM

REVISIONS:
 01-05-2020: CHM
 02-05-2020: CHM
 03-05-2020: CHM
 04-05-2020: CHM
 05-05-2020: CHM
 06-05-2020: CHM
 07-05-2020: CHM
 08-05-2020: CHM
 09-05-2020: CHM
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EXHIBIT D

PRELIMINARY ENGINEERING PLAN

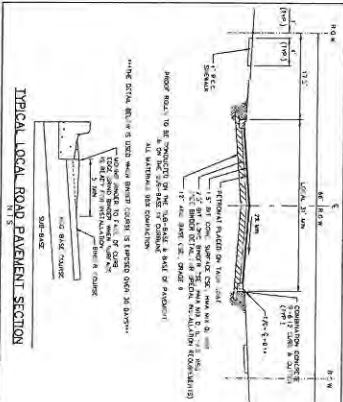
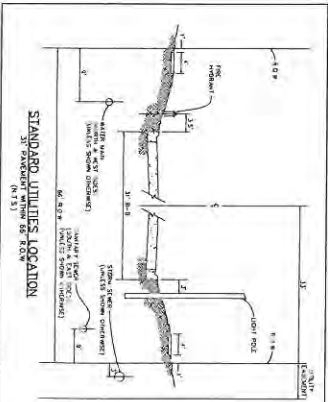
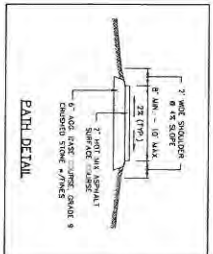
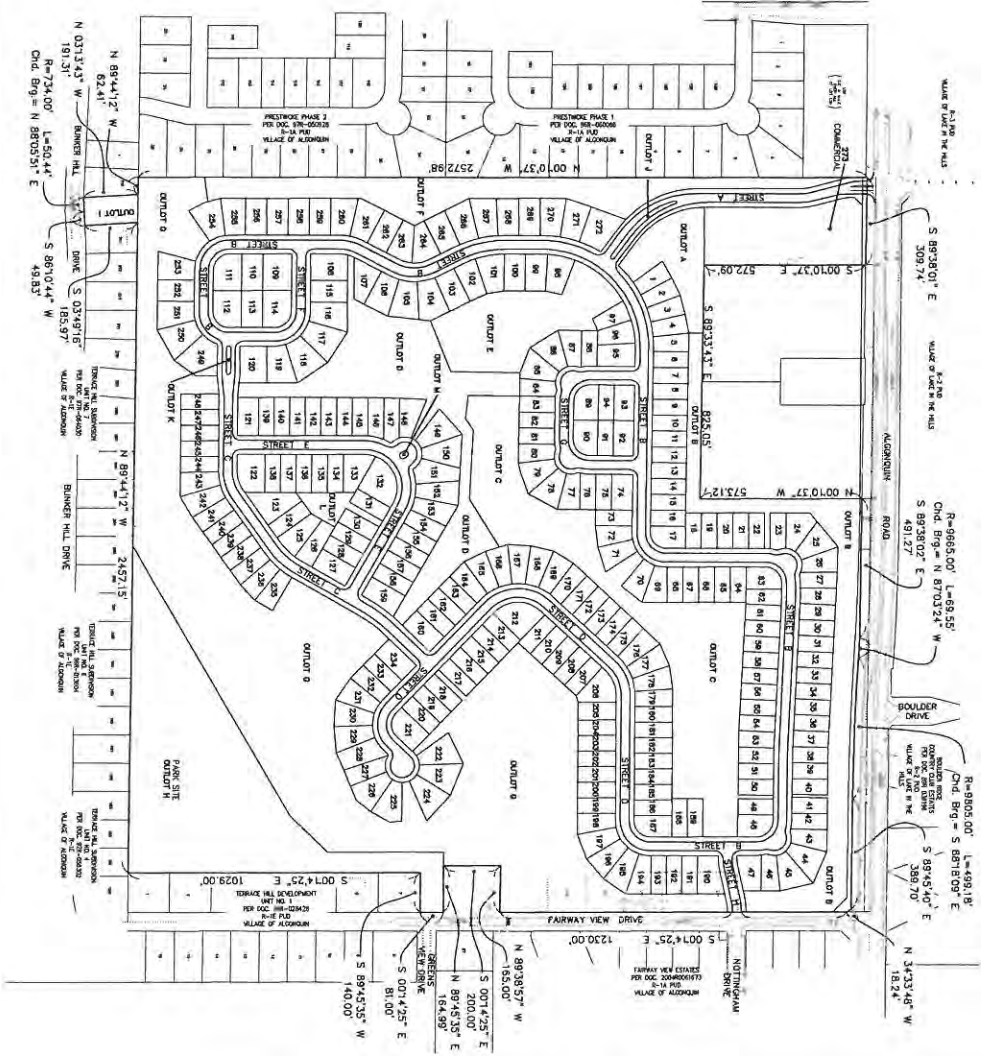
PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHEERY COUNTY, ILLINOIS.

LOCATION MAP

[illegible]

ALL NON-DEBT-OWNING AND NON-DEBT OCCUPANCIES, ALL NON-DEBT-OWNING AND NON-DEBT SHOULD BE PROHIBITED, OWNED AND MAINTAINED BY THE STATE OF TEXAS. THE STATE OF TEXAS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STATE OF TEXAS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STATE OF TEXAS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STATE OF TEXAS.

 HANDS
 OFFICE BATH
 SINK
 CLEANER
 ALARM INLET BOX
 HEADWALL
 RED SECTION
 RED SECTION
 SANTIANY BEAMS
 INTERNAL
 WATER VALVE IN VAULT
 FIRE MICHANT
 ELEVATIONS
 RATTIER LIGHT
 ACQUA LUTTE OF PENA SONE A PEN RIM
 DETACHED HOUSE FLOORSPLAIN PER GROUND STRENGTH
 TERRACE PROTECTION
 MY-7AP
 OVERLAPING ROADS




CEMCON, Ltd.
Dissolving Equipment, Load Samplers & Pumps
Austria, Linz 40207-8675
Tel. 0434/2100
Fax 0434/2199
E-Mail: info@cemcon.com
FAX: 0430 8672199
Internet: www.cemcon.com

DR. H. G. 402135
DR. H. G. 402136
COMPLETION DATE: 12-05-01
XREF: 1290
PROJECT MANAGER: CMI
REVISED BY: VALDER
REVISED DATE: 3-7-02
05-01-20-20

PULTE HOME COMPANY, LLC
1900 E. GOLF ROAD, SUITE 300
SCHLAUBURG, IL 60173
(847) 230-5400

DESIGNED BY:
CEMCON, Ltd.
Ftd.

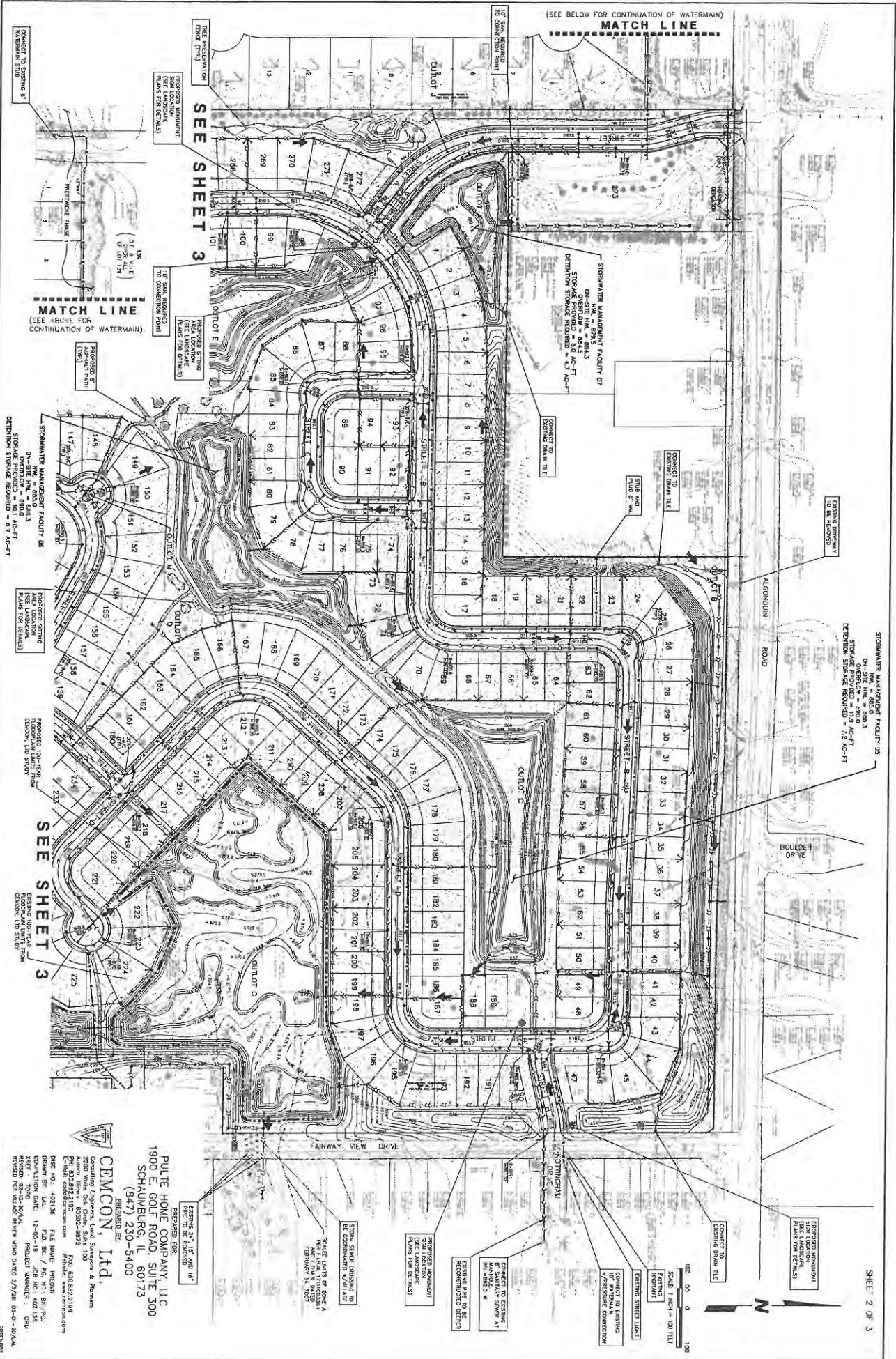


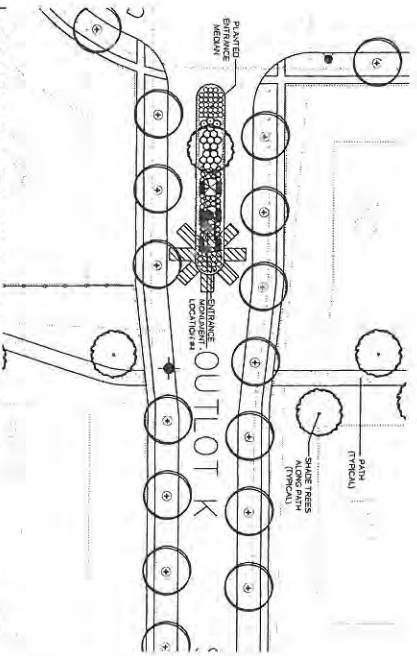


EXHIBIT E

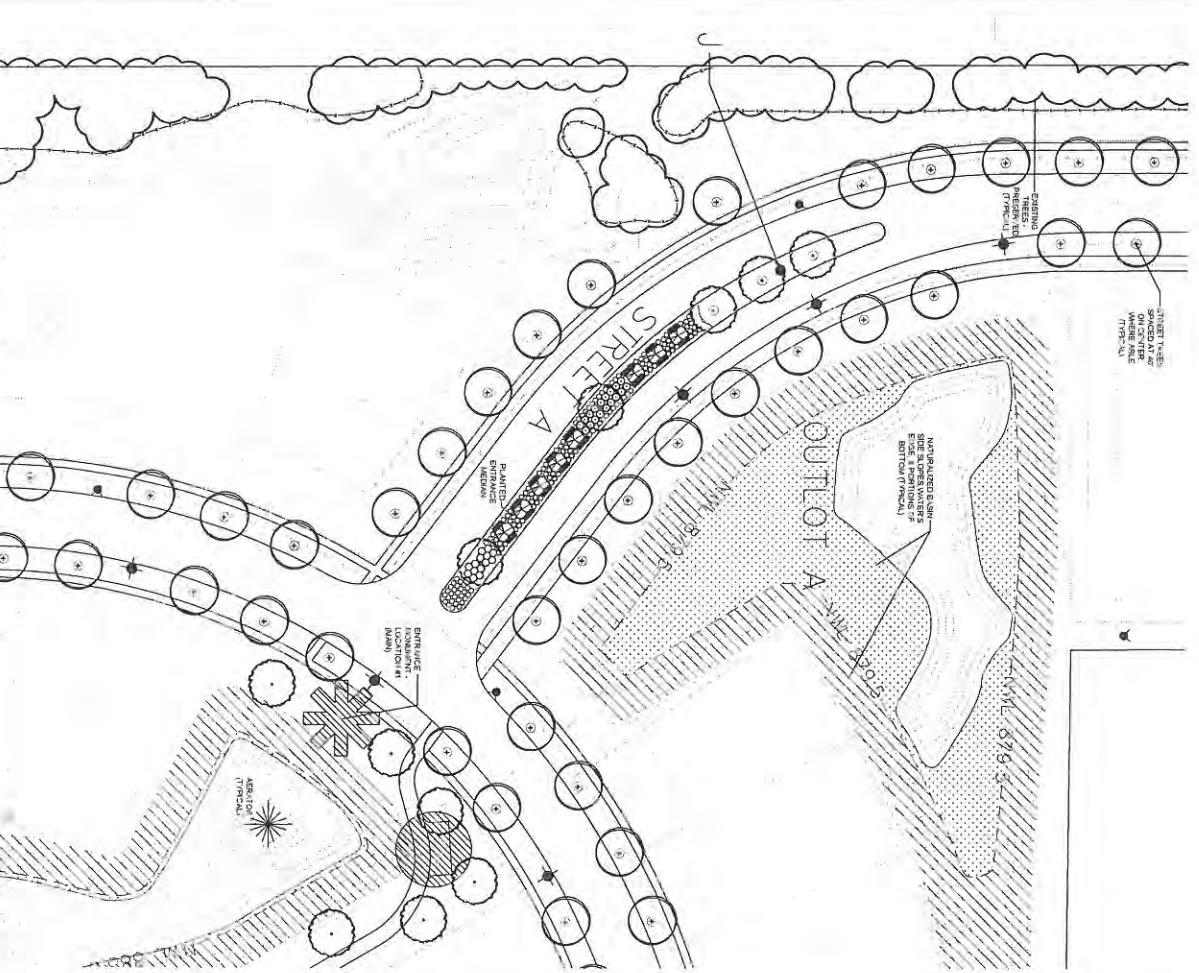
PRELIMINARY LANDSCAPE PLAN



LANDSCAPE PLAN DETAIL: NEIGHBORHOOD ENTRANCE #4
SCALE: 1" = 30'-0"



LANDSCAPE PLAN DETAIL: MAIN ENTRANCE #1
SCALE: 1" = 30'-0"



dickson design
STUDIO

526 SKYLINE DRIVE
ALGONQUIN, IL 60102
630.578.4019

CLIENT NAME AND ADDRESS
PULTE GROUP

SCARBOROUGH, IL

PLAN DATE
DECEMBER 6, 2019

REVISIONS
1. PER VILL COVENANTS 3/11/20
2. PER VILL COVENANTS 5/7/20

3.	
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PROJECT NAME AND SHEET TITLE
TRAILS OF WOODS CREEK
ALGONQUIN, IL

PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER
11.2



LANDSCAPE PLAN DETAILS: MAIN ENTRANCE #2 WITH NEIGHBORHOOD ENTRANCE #3 AND ALGONQUIN ROAD & FAIRWAY VIEW DRIVE BUFFERS

SCALE 1" = 30'-0"



dickson design
studio

528 SKYLINE DRIVE
ALGONQUIN, IL 60102
815.719.4019

CLIENT NAME AND ADDRESS
PULTE GROUP

SPRINGFIELD, IL

PLAN DATE
DECEMBER 6, 2010

REVISIONS

1.	PER VILL COMMENTS 2/14/10
2.	PER VILL COMMENTS 3/1/10
3.	PER VILL COMMENTS 3/1/10
4.	
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PROJECT NAME AND SHEET TITLE
TRAILS OF WOODS CREEK
ALGONQUIN, IL

PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER

11.3

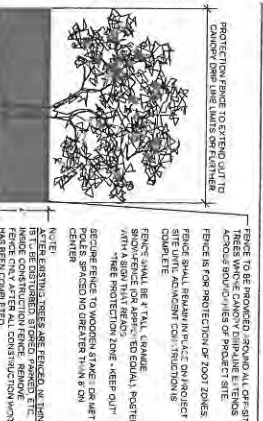
EXHIBIT F

TREE SURVEY AND TREE PRESERVATION PLAN

TREE PROTECTION: NOTES

1. TREE PRESERVATION
 - A. ALL WORK MUST BE PERFORMED ACCORDING TO THE APPROVED TREE PRESERVATION PLAN. IT IS STRONGLY RECOMMENDED TO DOCUMENT GOOD STAKEMARKING PRACTICES DURING CONSTRUCTION.
 - B. AN APPROVED TREE PRESERVATION PLAN MUST BE AVAILABLE AT THE BUILDING SITE.
 - C. PRIOR TO ANY DEMOLITION / CONSTRUCTION ACTIVITY, INSTALL TREE PRESERVATION FENCE AND PERFORM ROOT PRUNING FOR ALL PROTECTED TREES. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION FENCING AROUND TREE PRESERVATION AREAS. CONSTRUCTION SHALL NOT ENTER TREE PRESERVATION AREAS UNLESS ALL TREES IN THE AREA ARE PROTECTED.
 - D. FENCE THE CRITICAL ROOT ZONE (CRZ) / CANOPY DRIP LINE OF THE ENTIRE EXISTING TREE TO BE PRESERVED WITH TREE PROTECTION FENCING. FENCE WITH A SIGN STATING: "TREE PROTECTION ZONE - KEEP OUT".
 - E. ALL REQUIRED TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL THE TIME OF FINISH GRADING AND LANDSCAPING.
 - F. NO TRENCING SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES FOR ANY CONSTRUCTION ACTIVITY, UNLESS PRE-APPROVED BY PROJECT ARBORIST FOR PROJECT LANDSCAPE ARCHITECT.
 - G. NO GRADE CHANGES SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES OF TREES FOR ANY CONSTRUCTION ACTIVITY.
 - H. SHOULD IT BE NECESSARY TO TRENCH WITHIN THE CRZ AND LINES, INCLUDING DISCONNECTION OR CAPPING OF EXISTING UTILITIES, ALL TRENCHES SHALL BE HAND DUG. NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT. UNLESS NO OTHER ALTERNATIVE IS FEASIBLE, ALL SMALLER SAW CUTS SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH. IF IT IS NECESSARY TO MAKE A TRENCH FLUSH WITH THE SIDE OF THE TRENCH, IT SHALL BE SEPARATED FROM THE TREE BY A TRENCH. THEN THE LINE SHALL BE EITHER RELOCATED OR INSTALLED USING TRENCHLESS METHODS.
 - I. LOCATE THE PROPOSED WATER AND SEWER LINES OUTSIDE OF THE TREE PROTECTION ZONE OR INSTALL THE SEWER AND WATER UTILITIES USING TRENCHLESS METHODS. IF TRENCHING IS REQUIRED WITHIN THE TREE PROTECTION ZONE, LOCATE PITS OUTSIDE OF THE TREE PROTECTION ZONE.
 - J. THE PROPOSED WATER SERVICE LINE VALVES (B-SIDES), ARE TO BE TEN FEET TO FIFTEEN FEET FROM THE TREE PROTECTION ZONE. IF TRENCHING IS REQUIRED TO OCCUR, THIS REDUCES THE CHANCES OF EXTENSIVE SIDING OR ROOT DAMAGE, WHICH COULD LEAD TO TREE DECLINE.
 - K. AT NO TIME SHALL ANY EQUIPMENT MATERIALS SUPPLIES OR SOIL SPILLS EXCAVATED SOIL IN THE TREE PROTECTION ZONES. DO NOT STORE PRESERVED TREES.
 - L. REMOVAL OF ANY LANDSCAPE WITHIN THE TREE PROTECTION ZONES SHALL BE COMPLETED BY HAND. NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT. UNLESS THERE IS NO ALTERNATIVE FEASIBLE, CUTS SHALL BE MADE WITH A HAND SAW TO AVOID TEARING AND WILL BE FLUSH WITH THE TREE SIDE OF THE TRENCH.
 - M. THE TREE PROTECTION ZONE MAY BE ADJUSTED TO IMPROVE THE GROWING CONDITIONS FOR TREE ROOTS AND TO MINIMIZE MAINTENANCE OF THE LAND.
 - N. ALL OFF-SITE TREES SHALL BE PRESERVED UNLESS OTHERWISE SPECIFIED.
 - O. EXISTING TREES SHOWN TO REMAIN SHALL BE PRESERVED TO THE BEST OF THE PROJECT TEAM'S ABILITY. THE PROJECT TEAM SHALL CONSULT WITH THE BEST AND/OR ANY UNFORESEEN ISSUES.

TREE PROTECTION: FENCE DETAIL



PROJECT TEAM

DEVELOPER:
PULTE GROUP
2280 WHITE OAK CIRCLE, SUITE 300
SCHILLING, IL 60073
TEL: (630) 270-5380
CONTACT: MATT BROGLY

SURVEYOR:
CEMCON, LTD.
2280 WHITE OAK CIRCLE, SUITE 100
AUBURN, IL 62602
TEL: (630) 852-2100

ARBORIST:
DAVEY RESOURCE GROUP
NATURAL RESOURCE CONSULTING
TEL: (614) 517-0895
CONTACT: PETTE SORESENSEN

LAND PLANNER:
CEMCON, LTD.
2280 WHITE OAK CIRCLE, SUITE 100
AUBURN, IL 62602
TEL: (630) 852-2100
CONTACT: PETTE FUSIMWA

CIVIL ENGINEER:
CEMCON, LTD.
2280 WHITE OAK CIRCLE, SUITE 100
AUBURN, IL 62602
TEL: (630) 852-2100
CONTACT: CHRIS MORGART

LANDSCAPE ARCHITECT:
DICKSON DESIGN STUDIO, INC.
ALCOHOLIC LANE
TEL: (847) 824-0119
CONTACT: SHARON DICKSON

SHEET KEY

1. PROJECT TEAM
TREE PROTECTION NOTES
TREE PROTECTION FENCE DETAIL
2. SHEET KEY FOR TREE SURVEY
- 3-8. TREE SURVEY
9. CONDITION / FORM RATING SCALE
TREE INVENTORY LISTING - DESITE
TREE INVENTORY LISTING - ORSITE
- TO PRESERVE
- 10-12. TREE INVENTORY LISTING - ORSITE
TO REMOVE
- SUMMARY TREE PRESERVATION & REMOVAL
(SHEET 112) - ORSITE

dickson design
STUDIO

528 SKYLARK DRIVE
ALCOHOLIC LANE, 60102
847 824 0119

CLIENT NAME AND ADDRESS

528 SKYLARK DRIVE
ALCOHOLIC LANE, 60102
847 824 0119

DATE: DECEMBER 6, 2019

PROJECT NUMBER

1. PER SURVEY ADDS 1/2/28

2. PER WILL COMMENTS 7/11/20

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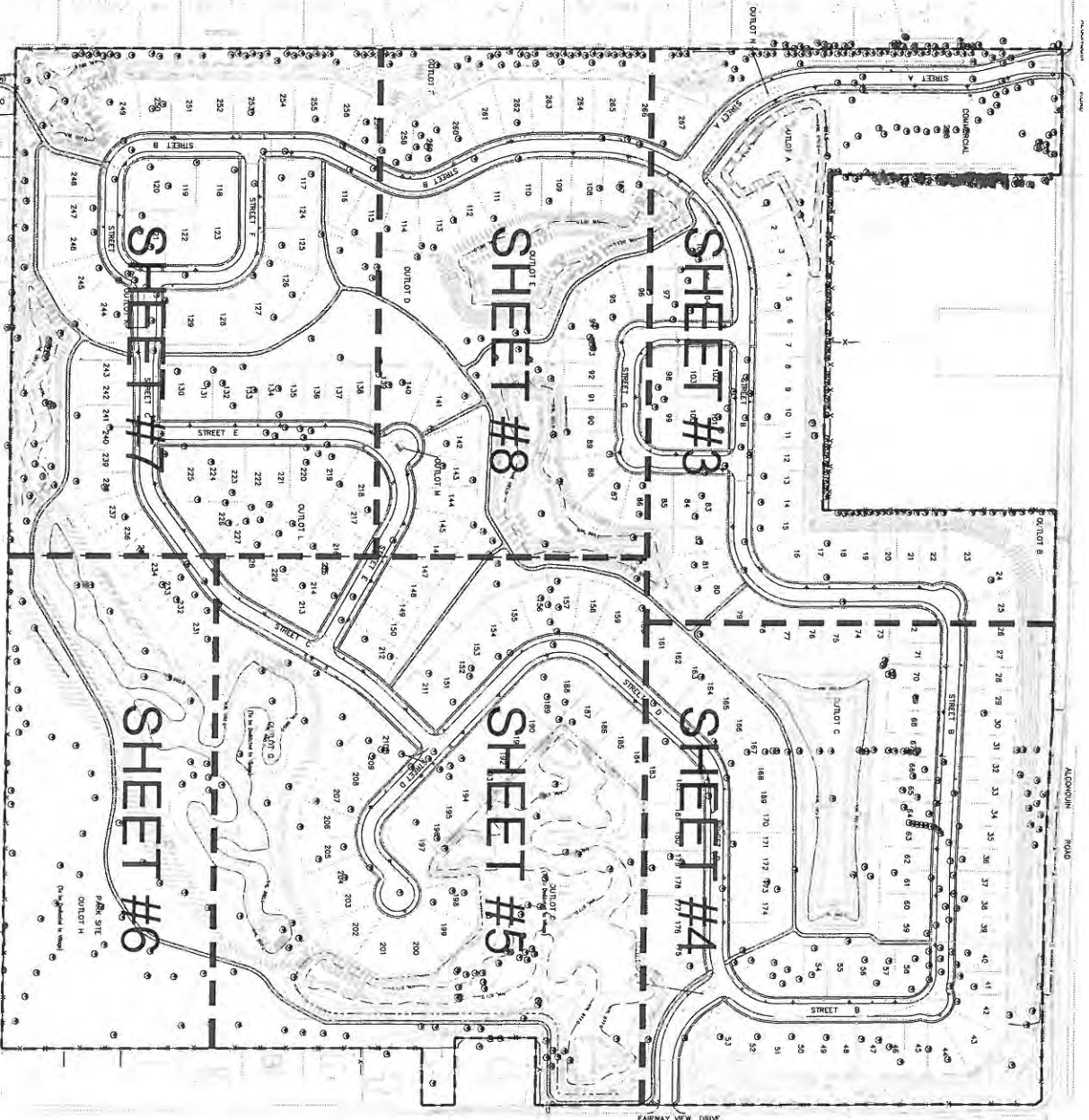
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PROJECT NAME AND SHEET TITLE
TRAILS OF WOODS CREEK
ALCOHOLIC LANE

TREE PRESERVATION &
REMOVAL PLAN

SHEET NUMBER
1 OF 12



TREE PRESENTATION & REMOVAL PLAN
SCALE 1" = 125'-0"



dickson design
STUDIO

526 SKYLINE DRIVE
ALGONQUIN, IL 60102
630.573.4018

CLIENT NAME AND ADDRESS

PUTTE GROUP

SCHEIDTBERGER, IL

PLAN DATE

DECEMBER 8, 2019

REVISIONS

1.	PER SURVEY ADOS 1/23/20
2.	PER WILL COUVERSIS 2/14/20
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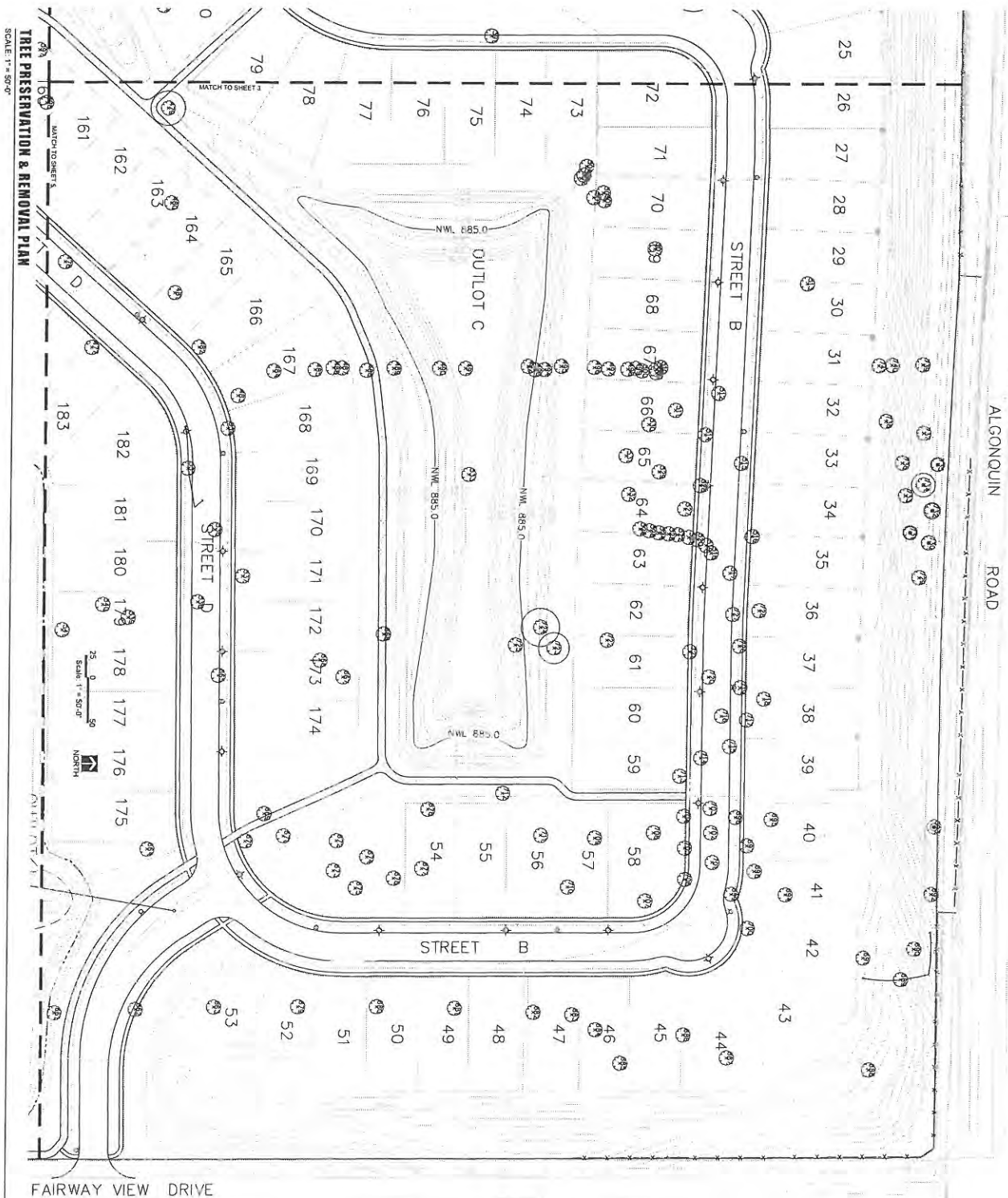
PROJECT NAME AND SHEET TITLE
TRAILS OF WOODS CREEK
ALGONQUIN, IL

TREE PRESENTATION &
REMOVAL PLAN

SHEET NUMBER

2 OF 12





4 OF 12

TREE PRESERVATION &
REMOVAL PLAN

PROJECT NAME AND SHEET TITLE
TRAILS OF WOODS CREEK
ALGONQUIN, IL

NO.	REVISIONS
1.	PER SURVEY ADOS 1/23/20
2.	PER VILL COMMENTS 2/11/20
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DATE: DECEMBER 6, 2019

SCHEMATIC, IL

PULTE GROUP

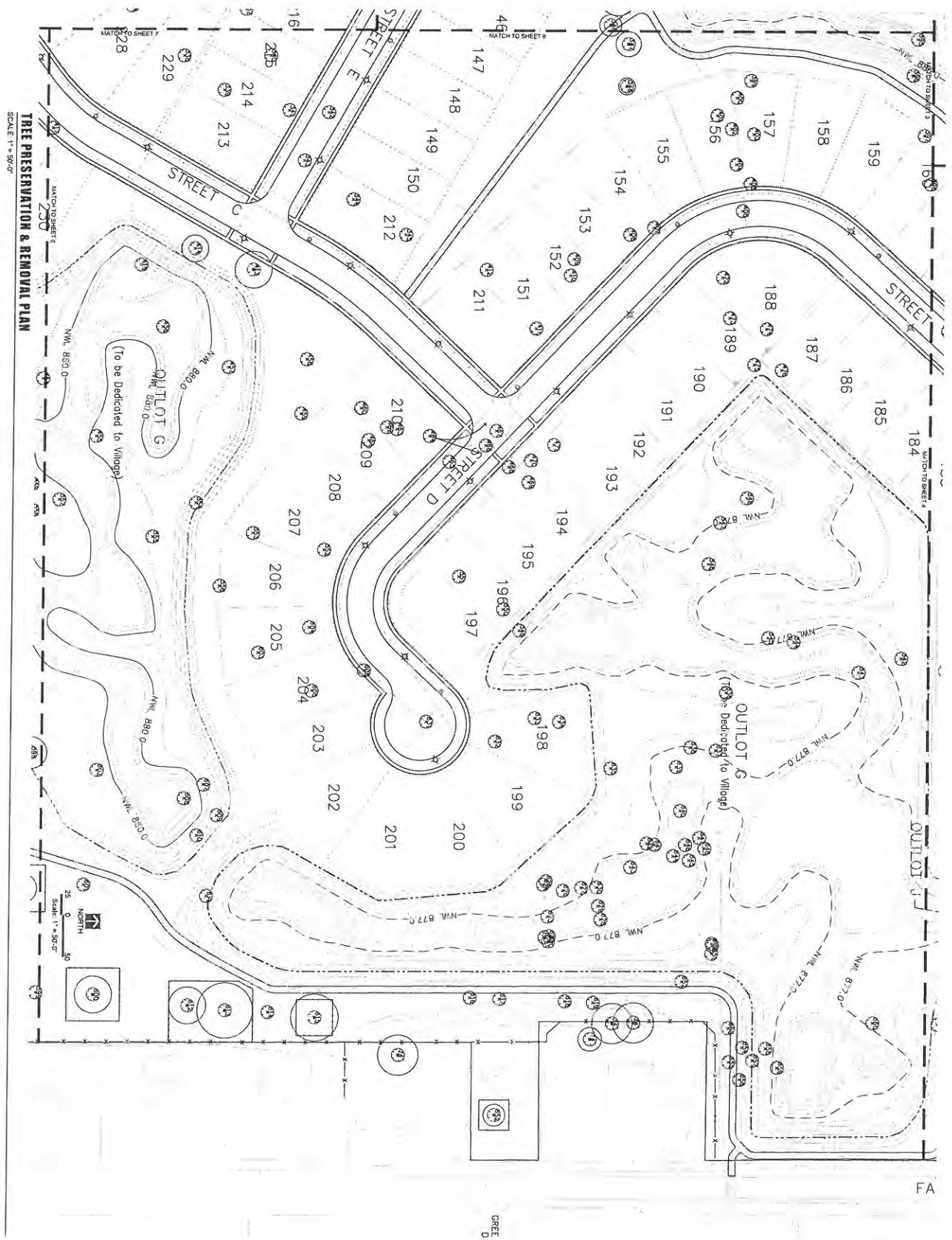
CLIENT NAME AND ADDRESS

526 SINKLINE DRIVE
ALGONQUIN, IL 60102
847.673.4018

dickson design
STUDIO



NOT D



TREE PRESERVATION & REMOVAL PLAN

SCALE 1" = 50'-0"



dickson design
STUDIO

528 SKYLINE DRIVE
ALGONQUIN, IL 60102
847.878.4019

CLIENT NAME AND ADDRESS

PULTE GROUP

SCHAUMBURG, IL

PLAN DATE

DECEMBER 6, 2019

REVISIONS

1.	1. PER SURVEY ADOS, 1/23/19
2.	2. PER VILL COMMENTS 3/14/20
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PROJECT NAME AND SHEET TITLE

TRAILS OF WOODS CREEK
ALGONQUIN, IL

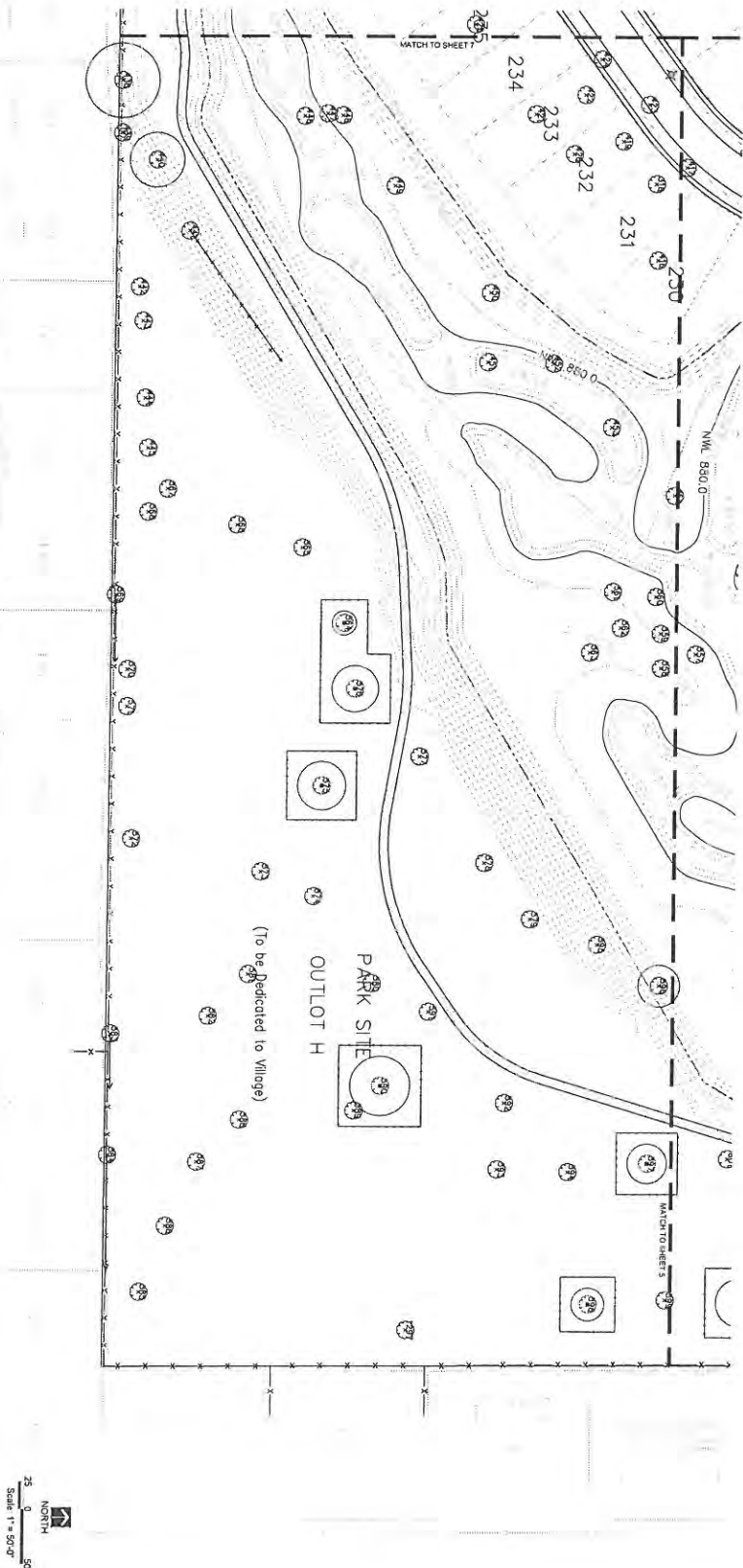
TREE PRESERVATION & REMOVAL PLAN

SHEET NUMBER

5 OF 12

TREE PRESERVATION & REMOVAL PLAN

SCALE: 1" = 50'-0"



6 OF 12

TREE PRESERVATION & REMOVAL PLAN
SHEET NUMBER

PROJECT NAME AND SHEET TITLE
TRAILS OF WOODS CREEK
ALGONQUIN, IL

NO.	REVISIONS
1.	PER SURVEY ADOS 1/2/10
2.	PER WILL COMMENTS 3/11/10
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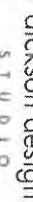
SCHEMATIC, IL

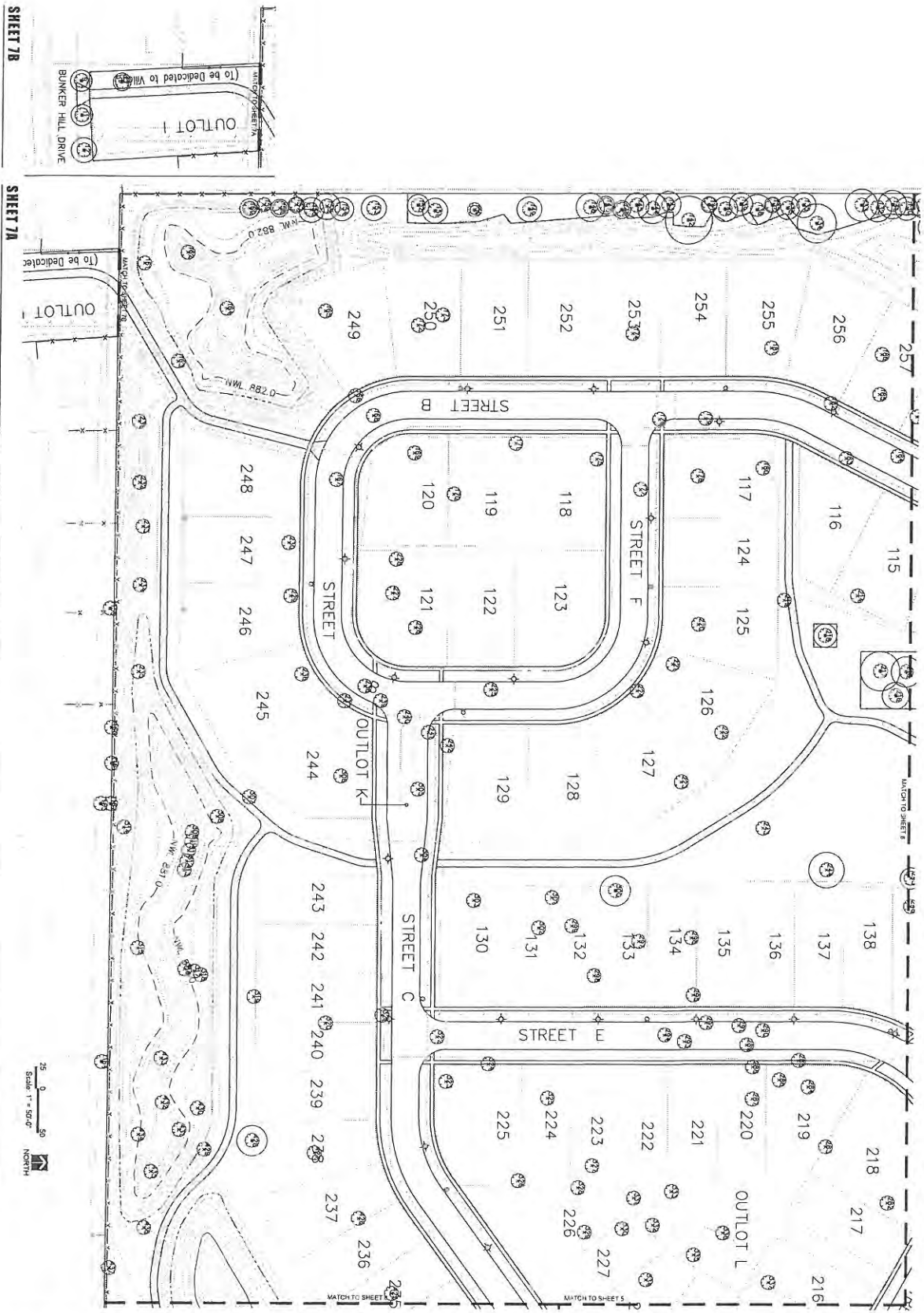
DATE: 12/08/09

CLIENT NAME AND ADDRESS
528 SKYLINE DRIVE
ALGONQUIN, IL 60102
847 578 4019

PUTTE GROUP

dickson design
STUDIO





SHEET 7B

SHEET 7A

TREE PRESERVATION & REMOVAL PLAN
SCALE: 1" = 50'-0"



dickson design
STUDIO

528 SOUTLINE DRIVE
ALTON, IL 62002
618.472.4019

CLIENT NAME AND ADDRESS
PULTE GROUP

SCHEMATIC, ILL.

PLAN DATE
DECEMBER 6, 2019

REVISIONS	DATE	DESCRIPTION
1.	PER SURVEY ADOS 1/2/19	
2.	PER VILL. COMMENTS 3/11/20	
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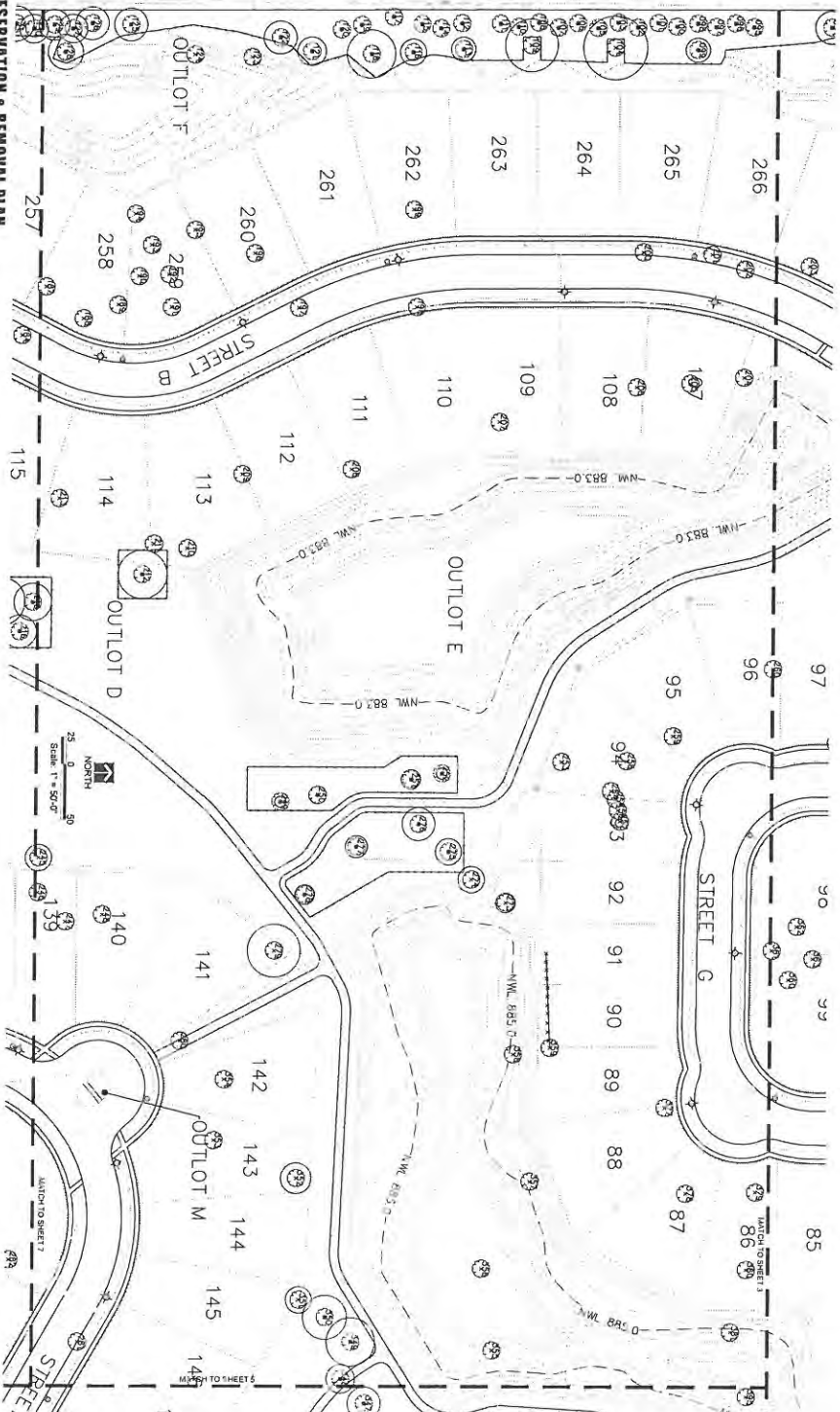
PROJECT NAME AND SHEET TITLE
TRAILS OF WOODS CREEK
ALTON, ILL.

TREE PRESERVATION & REMOVAL PLAN

SHEET NUMBER
7 OF 12

TREE PRESERVATION & REMOVAL PLAN

SCALE 1" = 50'-0"



dickson design
STUDIO

526 SIXTYLINE DRIVE
ALGONQUIN, IL 60102
847.573.4018

CLIENT NAME AND ADDRESS

PULTE GROUP

SCHAEFER, IL

PLAN DATE

DECEMBER 6, 2019

REVISIONS

1.	PER SURVEY ADOS 1/2/20
2.	PER VUL COMMENTS 2/11/20
3.	
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PROJECT NAME AND SHEET TITLE
TRAILS OF WOODS CREEK
ALGONQUIN, IL

TREE PRESERVATION & REMOVAL PLAN

SHEET NUMBER

8 OF 12

TREE INVENTORY LISTING - OFFSITE (FOR REFERENCE PURPOSES) & ONSITE - 10 PRESERVE

Condition / Firm Status:									
TAID NO.	SCIENTIFIC NAME	COMMON NAME	DBH	CONDITION	OUTLOOK	TAID NO.	SCIENTIFIC NAME	COMMON NAME	DBH
1	Very Good					101	Asplenium platyneuron	Asplenium	101
2	Good					102	Asplenium platyneuron	Asplenium	102
3	Good					103	Asplenium platyneuron	Asplenium	103
4	Good					104	Asplenium platyneuron	Asplenium	104
5	Good					105	Asplenium platyneuron	Asplenium	105
6	Good					106	Asplenium platyneuron	Asplenium	106
7	Good					107	Asplenium platyneuron	Asplenium	107
8	Good					108	Asplenium platyneuron	Asplenium	108
9	Good					109	Asplenium platyneuron	Asplenium	109
10	Good					110	Asplenium platyneuron	Asplenium	110
11	Good					111	Asplenium platyneuron	Asplenium	111
12	Good					112	Asplenium platyneuron	Asplenium	112
13	Good					113	Asplenium platyneuron	Asplenium	113
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15	Good					115	Asplenium platyneuron	Asplenium	115
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86	Good					186	Asplenium platyneuron	Asplenium	186
87	Good					187	Asplenium platyneuron	Asplenium	187
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100	Good					200	Asplenium platyneuron	Asplenium	200



555 SKYLINE DRIVE
ALLEGANY II, PA 15002
814.778.4019

CLIENT NAME AND ADDRESS

PULTE GROUP

SCHEMBRO, IL

DATE: 12/1/2019

REVISIONS

1. PER SURVEY ADDS 1/1/20

2. PER WILL COMMENTS 7/1/20

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TREE INVENTORY LISTING - ONSITE - TO REMOVE

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dickson design

526 SKYLINE DRIVE
ALGONQUIN IL 60102

PULTE GROUP

DECEMBER 6, 2019

2.	PER VILL COMMENTS 2/14/13
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PROJECT NAME AND SHEET TITLE

SHEET NUMBER

TREE INVENTORY LISTING - ONSITE

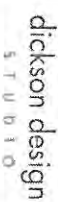
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dickson design
STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
947.828.4019

CLIENT NAME AND ADDRESS	SCARBOROUGH, IL
PROJECT NAME AND ADDRESS	TRAILS OF WOODS CREEK ALHOGEM, IL
DATE	DECEMBER 6, 2018
BY	1. PER SUBJECT ANDS. 1/15/20
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General Information										Performance Metrics									
ID		Name		Location		Status		Type		Score		Time		Efficiency		Quality		Reliability	
Main ID		Scientific Name		Common Name		BHI		Condition		Drought		Location		Efficiency		Reliability		Resistant	
Detailed Data																			
515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534
535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554
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875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894
895	896	897	898	899	900	901	902	903	904	905	906	907	908	909					

[illegible]

PULTE GROUP

DECEMBER 6, 2019

[illegible]

PROJECT NAME AND SHEET NO.

**TREE PRESERVATION &
REMOVAL PLAN**

12 OF 12

EXHIBIT G

PRODUCT MATRIX AND BUILDING ELEVATION RENDERINGS

Trails of Woods Creek Elevation Selections



May 7, 2020

Confidential and Proprietary

Abbeyville – Shores



HR2G



EC2G



NC2N



LC3A

Abbeyville – Shores



Ascend – Shores



HR21



HR2Q



CR2G



NC2M

Ascend – Shores



Martin Ray – Shores



HR2G



HR2K



NC2L



NC2M

Martin Ray – Shores



Newberry – Springs



Newberry – Springs



EC2G



HR3T

Mercer – Springs



Mercer – Springs



Continental – Springs



HR2G



CR2G



HR2H



NC2G

Continental – Springs



EC2G



HR3S

Hilltop – Estates



HR2G



CR2G



*40%(MIN) MASONRY , AS SHOWN HR2H



*40%(MIN) MASONRY , AS SHOWN HR3M

Hilltop – Estates



*40%(MIN) MASONRY , AS SHOWN HR3S

Riverton – Estates



HR1A-01



*40%(MIN) MASONRY, AS SHOWN HR2M



*40%(MIN) MASONRY, AS SHOWN HR21



NC2G

Riverton – Estates



Westchester – Estates



HR2G



*40%(MIN) MASONRY, AS SHOWN HR2M



NC2G



*40%(MIN) MASONRY, AS SHOWN HR3S

Westchester – Estates



Woodside – Estates



HR2A



*40% (MIN) MASONRY, AS SHOWN CR2H



*40% (MIN) MASONRY, AS SHOWN HR2T



NC2G

Woodside – Estates



Castleton – Estates



HR2G



HR2N



*40%(MIN) MASONRY, AS SHOWN CR2G



*40%(MIN) MASONRY, AS SHOWN NC2G

Castleton – Estates



EXHIBIT H
SIGNAGE PLAN

Trails of Woods Creek – Algonquin

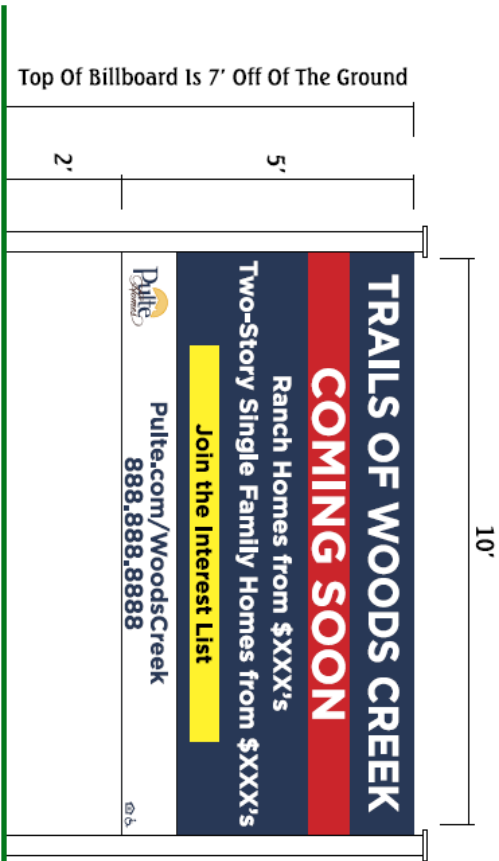
Proposed Signage Plan

May 20, 2020

Confidential and Proprietary

Entrance Billboard – Algonquin Road and Frank Road

Main Entrance: Algonquin & Frank Rd.
Double Sided 5'x10' Informational Billboard.

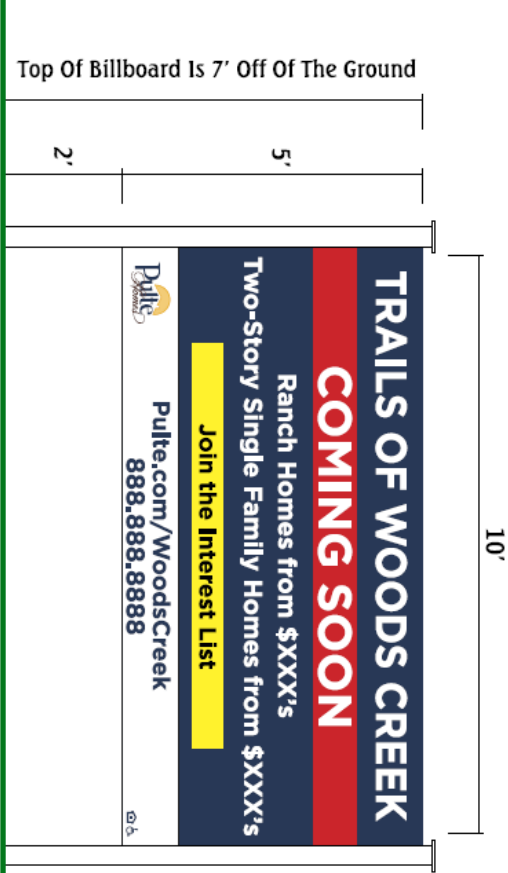


5'x10' Double Sided Informational Billboard.
3/8" MDO Painted Roman Dark Blue w/White, Red, Yellow, Black, Duranodic Bronze & D
MDO Mounted To White Wooden 4"x6" Post w/White Wooden Toppers.
Qty: 1



On-site Billboard – Fairway View Drive and Algonquin Road

Secondary Entrance: Algonquin Rd. & Fairway View Dr.
Double Sided 5'x10' Informational Billboard.



5'x10' Double Sided Informational Billboard.
3/8" MDO Painted Ronan Dark Blue w/White, Red, Yellow, Black, Duranodic Bronze & Digital Vinyl.
MDO Mounted To White Wooden 4"x6" Post w/White Wooden Toppers.
Qty: 1



Directional Signs from Fairway View Drive Entrance to Model Park



See next page for proofs and key

Directional Signs from Fairway View Drive Entrance to Model Park

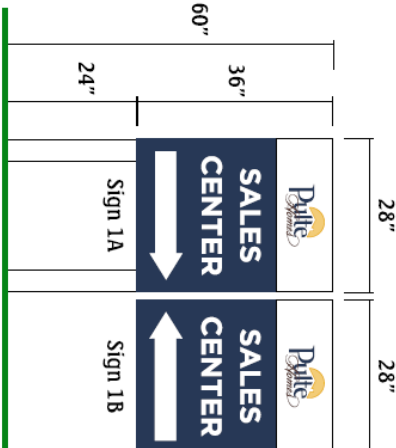
Directional Sign Leading From Fairway View Dr. Entrance



36"x24" Double Sided Directional Sign
3/8" MDO Painted Ronan Dark Blue w/White Vinyl & Digital Vinyl.
Edges Of MDO Painted Ronan Dark Blue. MDO Mounted To (2) White Wooden 4"x4" Post.
Qty: 3 (6 Faces)



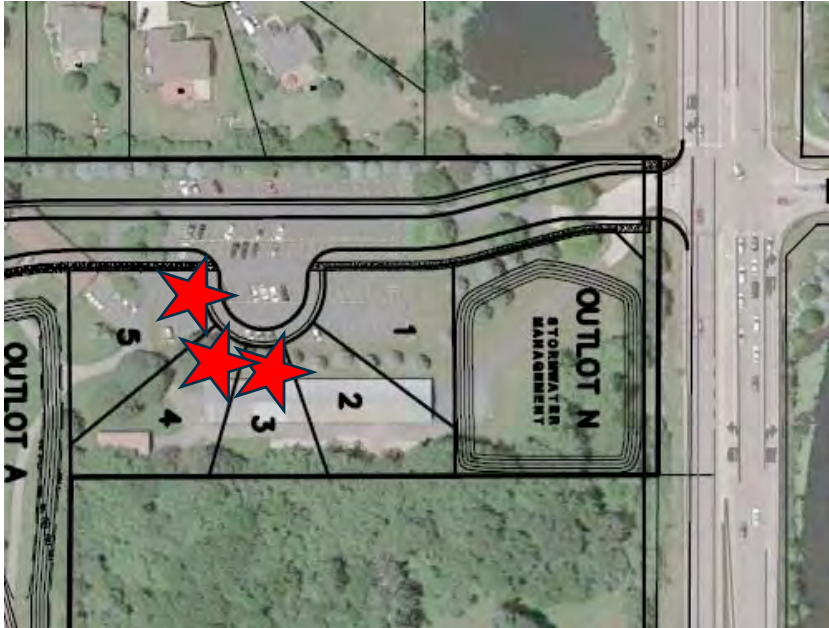
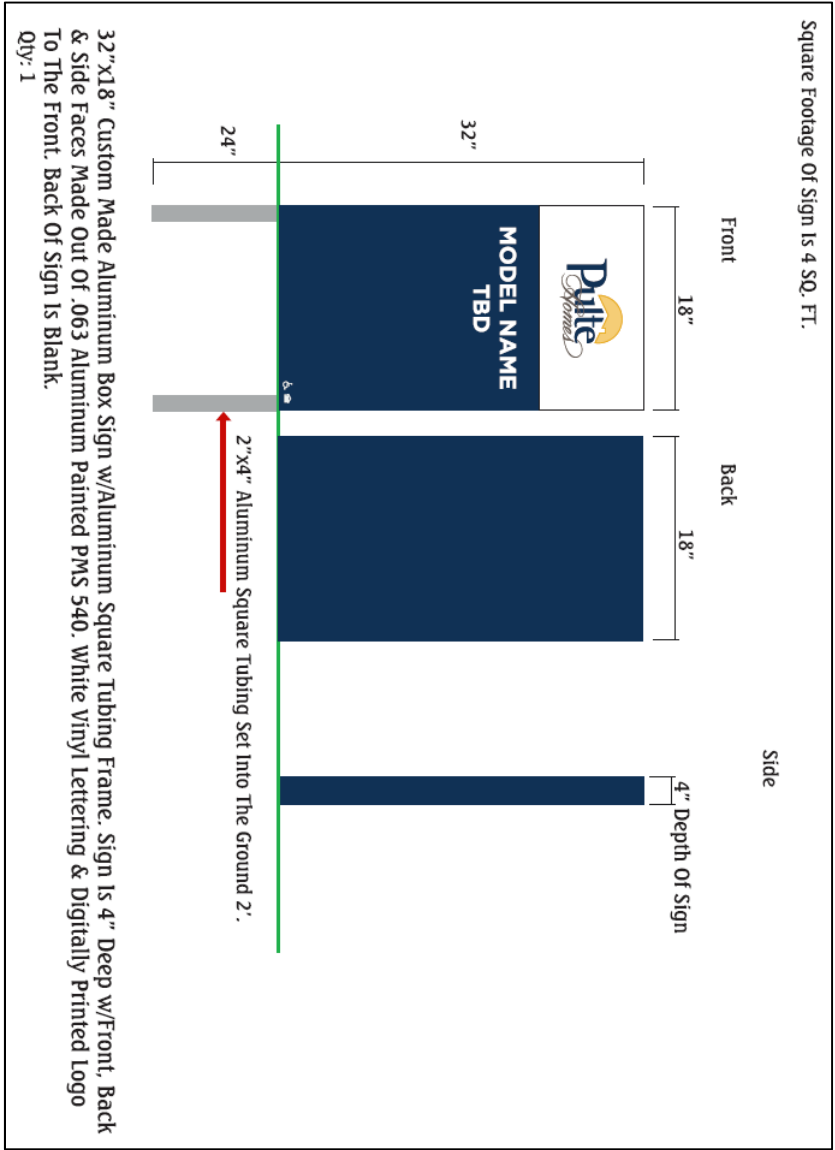
Directional Sign For Sales Center



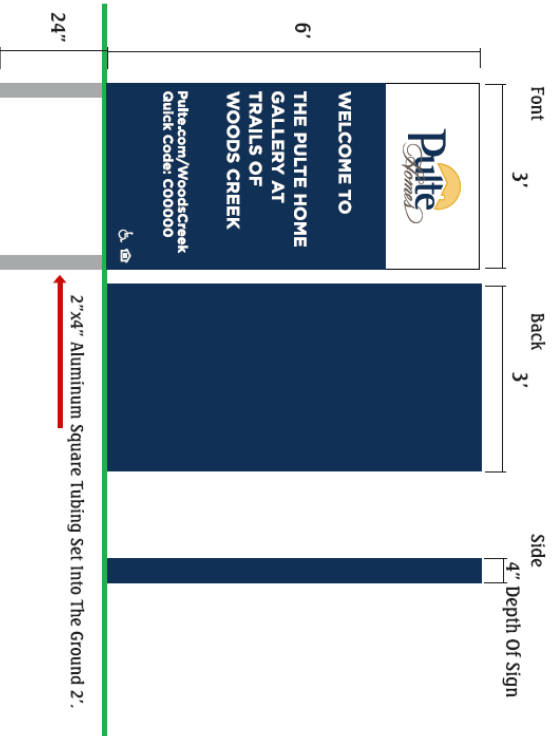
36"x24" Double Sided Directional Sign
3/8" MDO Painted Ronan Dark Blue w/White Vinyl & Digital Vinyl.
Edges Of MDO Painted Ronan Dark Blue. MDO Mounted To (2) White Wooden 4"x4" Post.
Qty: 1 (2 Faces)



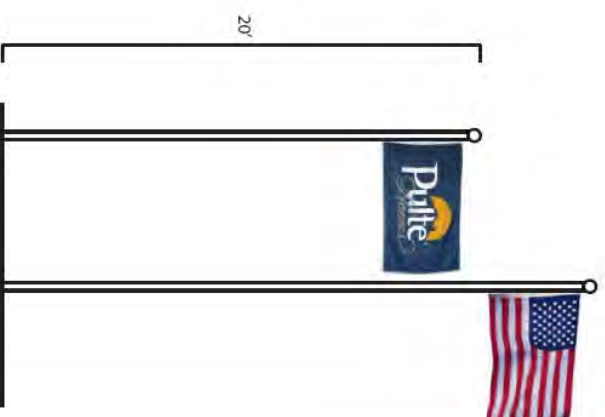
Model Identification Signage (Homesites 3, 4, and 5)



Square Footage Of Sign Is 18 SQ. FT.



6'x3' Custom Made Aluminum Box Sign w/Aluminum Square Tubing Frame. Sign Is 4" Deep w/Front, Back & Side Faces Made Out Of .063 Aluminum Painted PMS 540. White Vinyl Lettering & Digitally Printed Logo To The Front. Back Of Sign Is Blank.

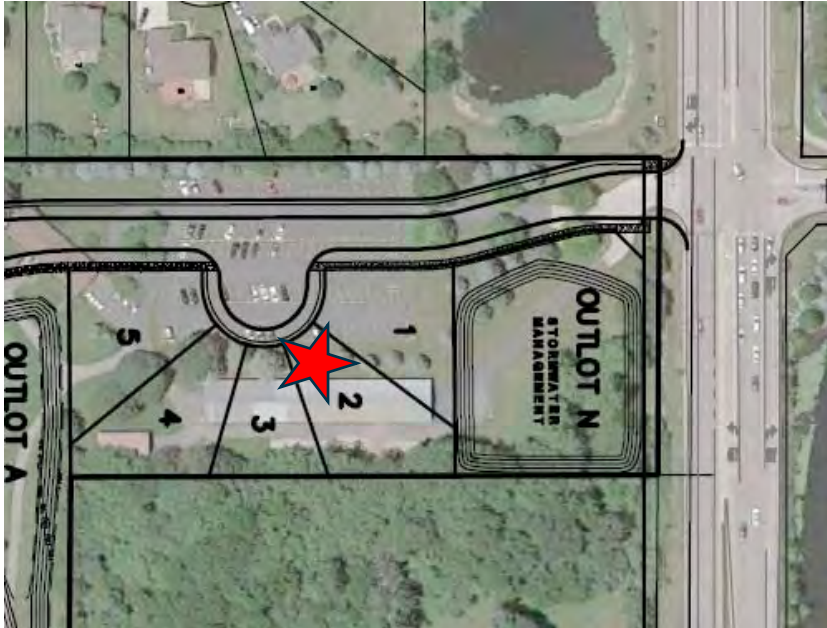
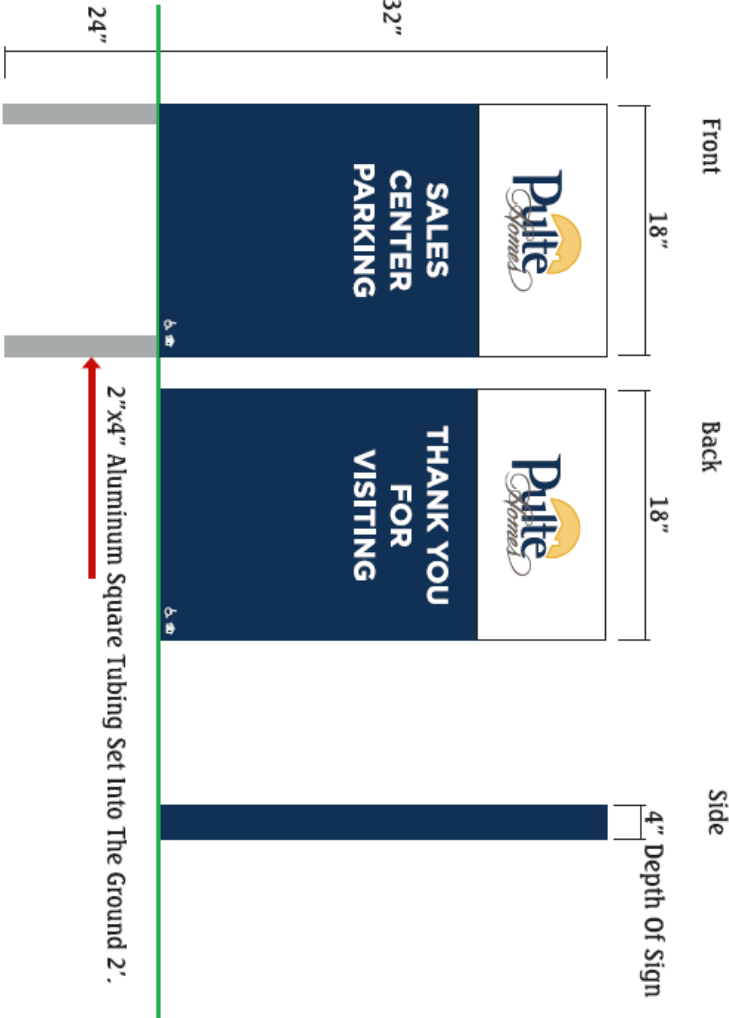


20' Aluminum Satin Finish Flagpole w/Gold Anodized Aluminum Ball Ornament....Qty: 1

25' Aluminum Satin Finish Flagpole w/Gold Anodized Aluminum Ball Ornament...Qty: 1

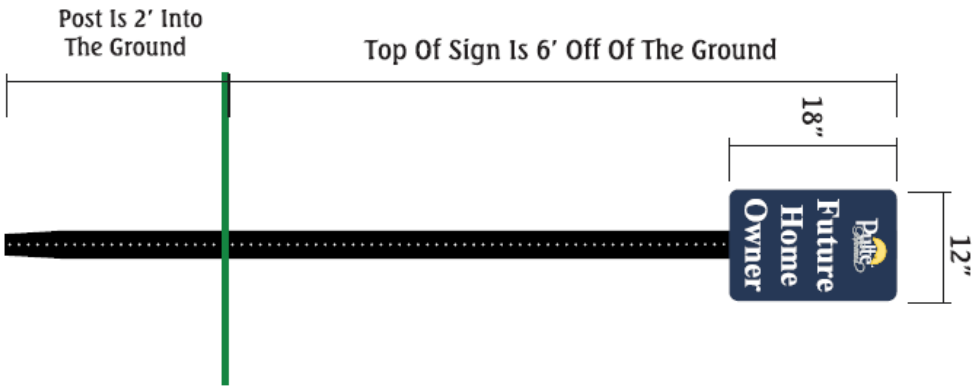
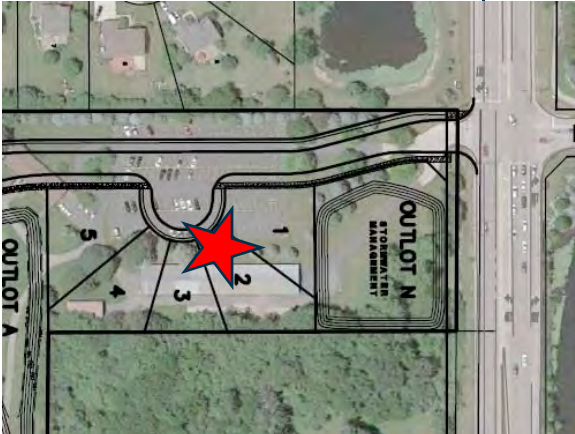
Parking Signage (Homesite 2)

Square Footage Of Sign Is 4 SQ. FT.



32"x18" Custom Made Aluminum Box Sign w/Aluminum Square Tubing Frame. Sign Is 4" Deep w/Front, Back & Side Faces Made Out Of .063 Aluminum Painted PMS 540. White Vinyl Lettering & Digitally Printed Logo To The Front & Back.

Parking Signage (Homesite 2)



18"x12" Single Sided .080 Aluminum w/Digitally Printed Faces To Match Pulte's Colors & Laminated.
Mounted To 8' Black U-channel Post. (2 Feet Of The Post Will Be In The Ground To Make The
Signs 6' Off Of The Ground.)
Qty: 4

EXHIBIT I

ANTI-MONOTONY PROVISION



MONOTONY CODE RESTRICTIONS

I. Single Family Detached Communities

- a. 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 one (1) house on either side **or** on any of the three houses most directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria.
 2. No house shall have the same color package that is within one (1) house on either side **or** on any house directly across the street from the subject house. Additionally, the house directly behind a corner subject house is included in these criteria.

II. Definitions

- a. Configuration – a combination of product type, elevation, exterior fenestration (siding or stone), and color package.
- b. Color Package – a combination of siding, stone, trim/gutter, accent, and roof colors incorporated into the exterior color fenestration of a single house.

[illegible]

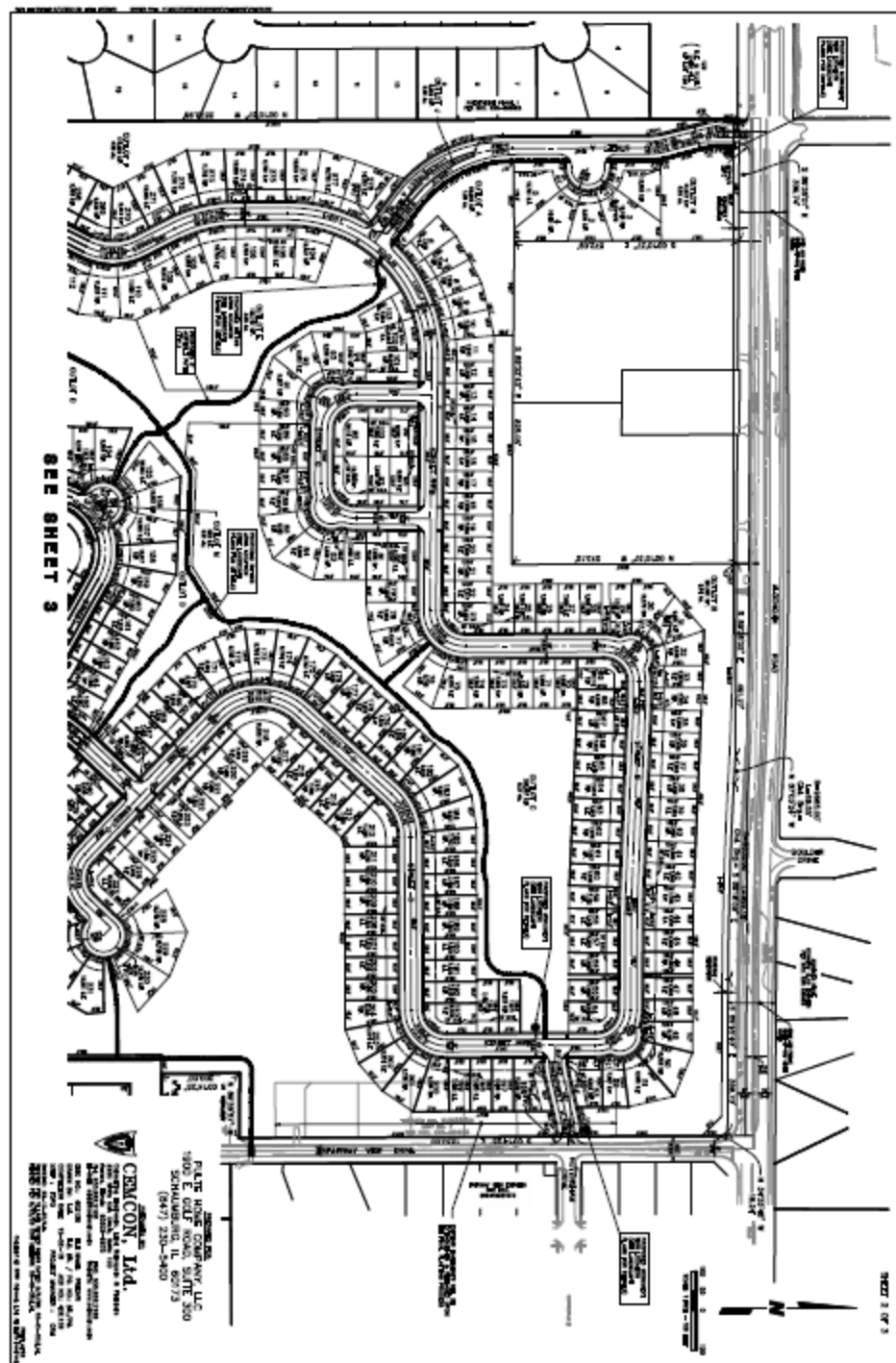


EXHIBIT K

PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

THIS AGREEMENT ("Agreement") made and entered on _____, 2020, by and among Home State Bank, N.A. as Trustee under Trust Number 5378 ("Owner"), Pulte Home Company, LLC ("Subdivider/Developer"), and the Village of Algonquin, McHenry and Kane Counties, Illinois ("Village").

RECITALS

A. The Owner is the owner of real estate located in the Village legally described on Exhibit A appended hereto and made part hereof ("Property").

B. The Owner and the Subdivider/Developer have applied for approval of a final planned development plan for phase _____ of the Property to be known as Trails of Wood Creek (Final Plan).

C. The Subdivider/Developer has submitted to the Village, for its approval, the engineering plans and specifications for the public improvements, including, but not limited to, the water distribution system, sanitary sewer system, storm sewer system, site grading, landscaping and planting, street system, sidewalks, bicycle paths, street lights, natural area restoration and natural landscaping ("Public Improvements") for the Subdivision/Final Plan for phase ____ prepared by CEMCON, Ltd. dated _____ last revised _____ ("Plans") and the Village has approved the Plans. Also submitted and approved is the Engineer's Estimated Cost of Public and Private Improvements for phase ____ dated _____.

D. The Village is willing to execute the plat of subdivision or approve the Final Plan for phase ____ only upon the condition that the Owner and the Subdivider/Developer agree to cause the phase ____ Public Improvements for such Subdivision or Final Plan to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Algonquin Subdivision Ordinance, fully paid for, and maintained by the Developer for a period of 12 months after their completion as determined by the Village Engineer.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which is expressly acknowledged, it is agreed by and among the parties as follows:

1. The Village agrees to approve the Final Plan for phase ____ or cause the final plat of subdivision to be executed by its President, attested by its Clerk, signed by the Planning and Zoning Commission Chairperson, and provided the Subdivider/Developer shall secure all other necessary plat approvals and paid tax bills and record the final plat of subdivision with the Recorder of Deeds of the appropriate county.

2. The Owner and the Subdivider/Developer jointly and severally promise and agree:

- A. To construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality reasonably acceptable to the Public Works Director and Village Engineer and in strict accordance with the Plans and the Algonquin Subdivision Ordinance and to complete each of the phases of construction set forth in paragraph 3 on or before the completion dates therein specified and completion of all the Public Improvements, and
- B. To pay to the contractors and material suppliers who furnish labor or materials, or both, for the construction of the Public Improvements, the full amounts due them for such labor and materials, and
- C. To maintain the Public Improvements for the Maintenance Period of 12 months. The maintenance period shall begin on the date on which the last of the Public Improvements (see paragraph 3I herein) for phase __ were completed in accordance with the Plans therefore and the Algonquin Subdivision Ordinance (“Completion Date”). The Subdivider/Developer’s maintenance obligations shall include, but are not limited to:
 - i. Maintaining the Public Improvements for phase _;
 - ii. Repairing any damage to the phase _____ Public Improvements caused by the Subdivider/Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Subdivider/Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor;
 - iii. Repairing or replacing any defective workmanship or materials in the phase ____ Public Improvements, and
 - iv. Indemnifying and holding the Village harmless against the results of any defective workmanship or materials appearing to have been incorporated in any part of the phase _____ Public Improvements that shall have appeared or been discovered within maintenance period. In the event any of the phase ____ Public Improvements are damaged, the burden shall be on the Subdivider/Developer to show that such damage was not caused by the Subdivider/Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Subdivider/Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor.

3. Completion Dates: The phase _____ Public Improvements shall be completed in accordance with the following schedule:

- A. Site grading, including grading of streets, detention and retention ponds lots, and required private and public green space areas, shall be completed on or before _____(insert completion date).

- B. Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes, and any required force main, shall be completed on or before _____(insert completion date).
- C. Curbs and street base, including “first lift” of pavement, and necessary repairs to catch basins, manholes, and other structures located between curb lines, shall be completed on or before _____ (insert completion date).
- D. Street lighting shall be completed on or before _____(insert completion date).
- E. Sidewalks and bicycle paths shall be completed on or before _____ (insert completion date).
- F. Final street surface (“second lift”)* including any necessary repairs to street base “first lift,” shall be completed on or before _____(insert completion date).
- G. Parkway and open space restoration, landscaping, dedication of public areas, natural area restoration, and natural landscaping shall be completed on or before _____ (insert completion date).
- H. Stormwater facilities, including underground items, detention items, wetland/riparian areas, and erosion control, shall be completed on or before _____ (insert completion date).
- I. Punchlist Completion (may include, but not limited to, repairs to catch basins, manholes and other structures, parkways, and open space areas), and other: _____ shall be completed on or before _____(insert completion date).

Time is of the essence.

4. The Owner and Subdivider/Developer further agree to cause to be maintained at all times proper security to guarantee the completion of, payment for and maintenance of the phase _____ Public Improvements as required by the Algonquin Subdivision Ordinance in the form of a c performance bond-labor and material payment bond, in strict accordance with the provisions of the Algonquin Subdivision Ordinance. In the event the bond is about to expire and is not renewed, the Village may collect upon same.

The Owner agrees to and does hereby grant to the Village and the applicable fire protection district a non-exclusive license to go upon any part of the Property for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code (Chapter 625 of the Illinois

Compiled Statutes) and the Algonquin Municipal Code on the streets and other areas of the phase _____ Subdivision or Planned Development, except on individual lots conveyed to homeowners.

The Owner agrees to and does hereby grant to the Village permission to go upon or over any part of the Property for the purpose of taking video and pictures of the site and construction activities, except on individual lots conveyed to homeowners. This grant of permission includes authority for the Village to use a small unmanned aerial vehicle to capture images of the Property.

After the street base for the streets in phase _ of the Subdivision or Planned Development has been installed by the Subdivider/Developer in strict accordance with the Algonquin Subdivision Ordinance and the approved engineering plans therefore, the Village agrees to provide police protection for the Subdivision or Planned Development in cases of actual emergency.

After the “first lift” of the street pavement in phase __ in the Subdivision or Planned Development has been installed by the Subdivider/Developer in strict accordance with the Algonquin Subdivision Ordinance and the approved engineering plans therefore, the Village agrees to provide regular police protection for buildings in the Subdivision or Planned Development, and to provide snowplowing service for the public streets serving such buildings so long as an Agreement for Snow and/or Ice Removal on Unaccepted Streets is executed by the Owner/Developer, without in any way accepting responsibility for the maintenance of such streets or any other Public Improvements until such Public Improvements are accepted by the Village.

The streets in phase __ of the Subdivision or Planned Development shall remain the property of the Owner/Developer who shall remain responsible for the maintenance of all of the phase _ Public Improvements in the Subdivision or Planned Development, including any manholes, vaults, curbs or other structures that project above the pavement and that are damaged as the result of the Village’s snowplowing activities, and including the stormwater drainage system, until such phase ____ Public Improvements are accepted by the Village and title thereto is transferred to the Village by an appropriate bill of sale.

Prior to Village acceptance of the phase ____ Public Improvements, in the event it becomes necessary, as determined by the Public Works Director, at its sole discretion, to perform any emergency repair work on the phase _ Public Improvements in the Subdivision or Planned Development to protect the health, welfare, and safety of the public, the Village may perform such repairs, and the Owner/Developer shall reimburse the Village promptly for the costs so incurred.

The Subdivider/Developer shall be responsible for all phase _____ Public Improvements construction and maintenance costs that are not specifically required herein to be paid by the Village.

5. The Owner shall furnish Owner’s sworn statement(s) and the Subdivider/Developer shall furnish general contractor’s sworn statements, and each shall furnish such waivers of lien to the Village as shall be necessary to insure the Village against mechanics’ lien claims and claims

for lien on any bond or other security that the Owner and/or Subdivider/Developer have caused to be posted with the Village.

6. All phase ____ Public Improvements installed by Developer shall, upon inspection and approval by the Village, be accepted by, owned, and maintained by the Village. Phase ____ Public Improvements shall be accepted as a whole within such phase then under development. Within a reasonable time after receipt of notice from Developer that certain phase ____ Public Improvements have been completed, the Village's Public Works Director shall inspect such phase ____ Public Improvements and issue a written list of corrections, if any, required for the phase ____ Public Improvements to conform to the Agreement and Village ordinances (as may be applicable). The Public Works Director shall promptly review any corrections, as the same are made by Developer. To the extent of any disagreement between the Village and Developer with respect to the completion or the condition of any of the phase ____ Public Improvements, Developer and the Village shall select an independent third-party engineer to inspect the Public improvements at issue. Developer shall be solely responsible for the cost of the independent third-party engineer. The determination of the independent third-party engineer with respect to the completion, condition or required modifications of any phase ____ Public Improvements shall be binding on the Village and Developer.

7. The failure of the Village to insist upon the strict and prompt performance of the obligations herein contained shall not constitute or be construed as a waiver or relinquishment of the Village's rights thereafter to enforce such obligation, but the same shall continue in full force and effect. If the performance of any obligation to be performed under this Agreement by the Owner/Developer is delayed as a result of circumstances that are beyond the reasonable control of the Owner/Developer (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

8. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

9. Venue, Attorneys' Fees: The parties agree that the proper venue for the enforcement of this Agreement shall be the 22nd Circuit Court of McHenry County, Illinois. The Subdivider/Developer and the Owner, jointly and severally, agree to reimburse the Village for any reasonable attorneys' fees and court costs incurred by the Village in enforcing or attending to enforce the obligations of the Subdivider/Developer and the Owner, or either of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such attorneys' fees and court costs.

VILLAGE OF ALGONQUIN

Attest:

By _____
Village Manager

Village Clerk

The foregoing instrument was acknowledged before me by _____, as
_____ of _____, and _____,
this _____ day of _____, 2020.

Notary Public

OWNER

By: _____

Its: _____

The foregoing instrument was acknowledged before me by _____, as
_____ of _____ this _____ day of _____, 2020.

Notary Public

SUBDIVIDER/DEVELOPER

By: _____

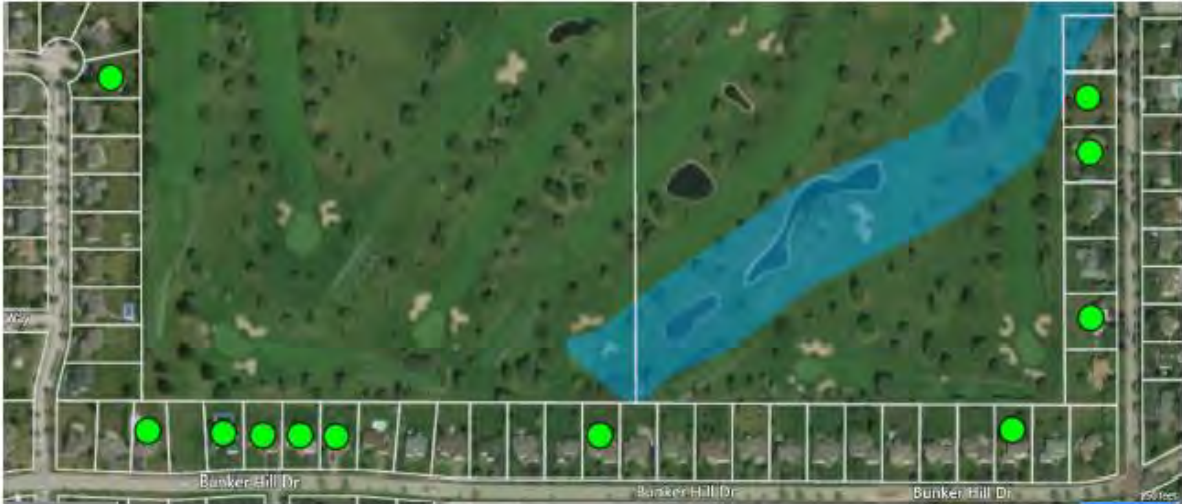
Its: _____

The foregoing instrument was acknowledged before me by _____, as
_____ of _____ this _____ day of _____, 2020.

Notary Public

EXHIBIT L
IMPACTED HOMEOWNERS

As of 2-26-2020, 11 adjacent parcels utilize the Terrace Hill Golf Course chain link fence as the 4th leg of their existing fences.



18-25-377-012	401 WHITEHALL LN ALGONQUIN, IL 60102
18-36-205-001	3750 BUNKER HILL DR ALGONQUIN, IL 60102
18-36-205-003	3730 BUNKER HILL DR ALGONQUIN, IL 60102
18-36-205-004	3720 BUNKER HILL DR ALGONQUIN, IL 60102
18-36-205-005	3710 BUNKER HILL DR ALGONQUIN, IL 60102
18-36-205-006	3700 BUNKER HILL DR ALGONQUIN, IL 60102
18-36-205-013	3630 BUNKER HILL DR ALGONQUIN, IL 60102
18-36-226-002	3520 BUNKER HILL DR ALGONQUIN, IL 60102
18-25-476-006	410 FAIRWAY VIEW DR ALGONQUIN, IL 60102
18-25-476-008	320 FAIRWAY VIEW DR ALGONQUIN, IL 60102
18-25-476-011	310 FAIRWAY VIEW DR ALGONQUIN, IL 60102