

## 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.

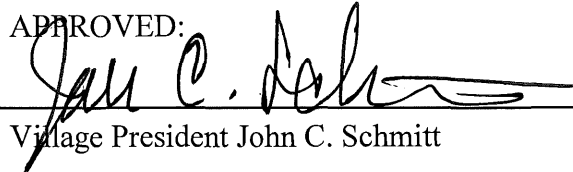
4. The proposed uses will comply with all zoning requirements of the Village and the conditions stipulated as part of the approval.

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.

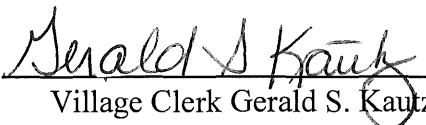
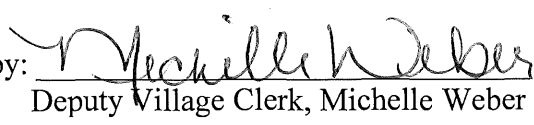
SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Aye: Sosine, Spella, Glogowski, Steigert, Schmitt  
Nay: Jasper, Brehmer  
Absent: None  
Abstain: None

APPROVED:

  
\_\_\_\_\_  
Village President John C. Schmitt

(SEAL)

ATTEST:  by:   
Village Clerk Gerald S. Kautz 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 19<sup>th</sup> 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 plants ("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 C. Schmitt  
President John Schmitt

Attest: Gerald Kautz by: Michelle Weber  
Village Clerk Gerald Kautz Deputy Village Clerk, Michelle Weber

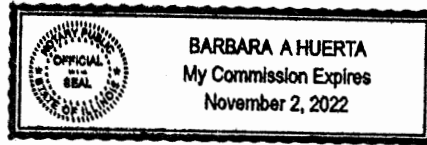
STATE OF ILLINOIS )

COUNTY OF DeKalb)

I, Barbara 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 \_\_\_\_\_)

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

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_ 2020.

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

**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 PROVISION**

**EXHIBIT J**  
**PHASING PLAN**

**EXHIBIT K**

**PUBLIC IMPROVEMENTS COMPLETION AGREEMENT**



**EXHIBIT L**  
**IMPACTED HOMEOWNERS**