

**PROPERTY ADDRESSES:
23450 AND 23700 W 119TH STREET
PLAINFIELD, IL 60585**

P.I.N.S

07-01-22-300-015

07-01-22-400-007

07-01-22-400-008

07-01-22-400-009

07-01-22-400-010

07-01-22-400-011

07-01-22-400-012

07-01-22-400-013

07-01-22-400-014

**THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING SHOULD
BE RETURNED TO:**

**CITY OF NAPERVILLE
CITY CLERK'S OFFICE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540**

**ANNEXATION AGREEMENT
FOR NAPERVILLE POLO CLUB**

THIS ANNEXATION AGREEMENT (“Agreement”) is entered into by, between and among the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540 (hereinafter referred to as the “CITY”), D.R. Horton Inc. – Midwest, a California corporation, with offices at 750 E. Bunker Court, Suite 500, Vernon Hills, IL 60061, registered with the Illinois Secretary of State’s Office to conduct business in the State of Illinois, (hereinafter referred to as the “OWNER AND DEVELOPER – Horton”), and Chicago Title Land Trust Company, as Trustee under Trust Numbers 7-1816, 7-1817, 7-1818, 7-1819, 1067751 and 1090871, with offices at 2441 Warrenville Road, Suite 100, Lisle, IL 60532 (hereinafter referred to as the “OWNER AND DEVELOPER – Multi-family”). OWNER AND DEVELOPER – Horton

and OWNER AND DEVELOPER – Multi-family are collectively referred to herein as “OWNERS AND DEVELOPERS”. The CITY, OWNER AND DEVELOPER – Horton, and OWNER AND DEVELOPER – Multi-family are hereinafter sometimes individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the real property legally described in **EXHIBIT A** and depicted on **EXHIBIT B** attached hereto and incorporated herein by reference is located in unincorporated Will County and is contiguous to the CITY (hereinafter “SUBJECT PROPERTY”); and

WHEREAS, the OWNER AND DEVELOPER – Horton is the owner of record of that portion of the SUBJECT PROPERTY which is legally described on **EXHIBIT C** and depicted on **EXHIBIT D** attached hereto and incorporated herein by reference (hereinafter “SUBJECT PROPERTY – Horton”); and

WHEREAS, the OWNER AND DEVELOPER – Multi-family is the owner of record of that portion of the SUBJECT PROPERTY which is legally described on **EXHIBIT E** and depicted on **EXHIBIT D** attached hereto and incorporated herein by reference (hereinafter “SUBJECT PROPERTY – Multi-family”); and

WHEREAS, OWNER AND DEVELOPER – Horton and OWNER AND DEVELOPER – Multi-family have signed and filed Petitions for Annexation and Zoning with the Naperville City Clerk for the SUBJECT PROPERTY; and

WHEREAS, all notices, publications, public hearings and all other matters attendant to such Petitions for Annexation and Zoning, have been given, held or performed as required by statute and the CITY’S ordinances, regulations, and procedures; and

WHEREAS, the CITY’S corporate authorities have considered the annexation and zoning of the SUBJECT PROPERTY as herein described and have determined the Petitions for Annexation and Zoning to be in order; and

WHEREAS, in addition to the matters specified above, the Parties have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R3A Medium Density Multifamily Residence District of the CITY’S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will

promote the CITY'S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY'S residents; and

WHEREAS, the CITY and the OWNERS AND DEVELOPERS have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree that:

GENERAL CONDITIONS FOR
THE ANNEXATION OF THE SUBJECT PROPERTY

G1.0 RECITALS.

G1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Subsection G1.1 by reference.

G2.0 ANNEXATION AND ZONING.

G2.1 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever is later, the CITY shall enact and adopt ordinances annexing and zoning the SUBJECT PROPERTY in accordance with Section S1.0 of this Agreement.

G2.2 Notwithstanding the area, lot, yard, and height standards contained in the Naperville Zoning Code for the zoning classification granted pursuant to this Agreement, after the fifth (5th) year after this Agreement is approved, if the SUBJECT PROPERTY is developed with any residential uses, the SUBJECT PROPERTY may only be developed with uses which comply with the density limitations specified in the then-current zoning classification applicable to the SUBJECT PROPERTY.

G3.0 ANNEXATION FEES.

G3.1 The OWNERS AND DEVELOPERS have paid all applicable annexation fees specified in Section S2.0 in accordance with Section 1-9E-1 of the Naperville Municipal Code.

G4.0 PARK DISTRICT ANNEXATION.

G4.1 The OWNERS AND DEVELOPERS have filed concurrently herewith a petition executed by OWNERS AND DEVELOPERS to annex the SUBJECT PROPERTY to the Naperville Park District. Said petition is conditional and not effective until annexation of the SUBJECT PROPERTY to the City of Naperville.

G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.

G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.

G6.1 The OWNERS AND DEVELOPERS shall, at their sole cost and expense, construct and install, or pay the cost of the installation of sidewalks along the entire frontage of collector and arterial rights-of-way adjacent to the SUBJECT PROPERTY in accordance with the City of Naperville Municipal Code, as amended from time to time.

G6.2 At the time of Final Plat approval for those portions of the SUBJECT PROPERTY adjacent to the collector and/or arterial rights-of-way the OWNERS AND DEVELOPERS shall, at the sole discretion of the CITY,

1. construct sidewalks along said roadway or
2. pay to the CITY the estimated costs of the construction of the sidewalks along said roadways.

Upon payment, OWNERS AND DEVELOPERS shall have no further obligation to construct said sidewalk.

G7.0 UTILITY LINES AND EASEMENTS.

G7.1 The OWNERS AND DEVELOPERS shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY.

G7.2 The CITY shall allow the OWNERS AND DEVELOPERS to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT

PROPERTY subject to OWNER AND DEVELOPER – Horton’s construction of the utility improvements described in this Agreement.

G8.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER COLLECTION SYSTEM.

G8.1 The OWNERS AND DEVELOPERS shall be solely responsible for the cost and expense incurred to extend the CITY’S water distribution system and sanitary sewer collection system to the SUBJECT PROPERTY. Payment shall be due at the time a building permit is issued if the CITY constructs and installs the proposed extension or any portion thereof.

G8.2 Upon the written request of the OWNER AND DEVELOPER – Horton tendered to the City Engineer and the City Attorney within twelve (12) months of completion of construction of the water distribution system and/or sanitary sewer collection system by the DEVELOPER and acceptance thereof by the CITY, the CITY may enter into a cost recapture agreement, in a form acceptable to the City Attorney, which shall be recorded against title for the properties which the CITY reasonably determines will be expected to benefit from the extension of said water distribution system and/or sanitary sewer collection system. The OWNER AND DEVELOPER - Horton’s request must be accompanied by a draft of the proposed Recapture Agreement and documentation demonstrating the “as built” costs of such system or systems for which recapture is sought. If such request, proposed Recapture Agreement, and supporting documentation is not provided within the above described twelve (12) month period, the CITY shall no longer have any obligation to enter into a recapture agreement.

G8.3 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY’S water supply and distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

G8.4 The OWNER AND DEVELOPER – Horton shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

G8.5 The OWNERS AND DEVELOPERS shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY'S water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations.

G9.0 WASTEWATER TREATMENT PLANT CAPACITY.

G9.1 The CITY guarantees that at the time building permits are requested, sufficient wastewater treatment plant capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection G9.2 of this Agreement.

G9.2 The OWNERS AND DEVELOPERS shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 8 of the Naperville Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 8.

G10.0 UTILITY OVERSIZING.

G10.1 The OWNER AND DEVELOPER – Horton shall construct and install at sole cost and expense all water and sanitary sewer lines shown on the approved final engineering plans submitted for development of the SUBJECT PROPERTY.

G10.2 The CITY shall pay for oversized water or sanitary sewer lines constructed as required by the CITY in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.

G10.3 Upon installation and acceptance by the CITY of said oversized lines, for residential lines, the CITY shall reimburse the OWNERS AND DEVELOPERS for the difference between the cost to construct an eight (8") inch line and the cost to construct the oversized line. For non-residential lines, the CITY shall reimburse the OWNERS AND DEVELOPERS for the difference between the cost to construct a twelve (12") inch line and the cost to construct the oversized line.

G10.4 All such oversized lines shall be constructed and installed in strict accordance with the provisions of Section 7-3-6 of the Naperville Municipal Code (Cost Sharing Policy), as amended.

G11.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.

G11.1 OWNERS AND DEVELOPERS shall pay any and all existing Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified in Section S3.0.

G11.2 OWNERS AND DEVELOPERS shall further pay any and all future Utility Rebates, Special Connection Fees, Special Assessments, Recapture Fees, or Special Service Area Taxes, which may be properly and legally approved, established, or levied in the future. Notwithstanding the foregoing, this provision does not abrogate the right of any property owner to contest any Special Assessment or Special Service Area Tax.

G11.3 The sum of the monies to be paid pursuant to 70 ILCS 705/20(e)(1)-(5) as a result of disconnection of the SUBJECT PROPERTY from a fire protection district shall be the sole responsibility of the OWNERS AND DEVELOPERS which responsibility shall be deemed fulfilled upon payment of said sum to the CITY. Payment in full shall be paid prior to recordation of the ordinance approving annexation of the Subject Property to the CITY and prior to recordation of this Agreement. Failure or oversight to collect said sum shall not release the OWNERS AND DEVELOPERS from liability therefore. This provision shall survive the expiration or termination of this Agreement.

G12.0 ELECTRICAL UTILITY SERVICE.

G12.1 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S electrical utility system, and shall supply electrical service to those structures to the same extent service is provided on a regular basis to CITY'S other electric customers.

G12.2 The OWNERS AND DEVELOPERS shall accept all electrical power and energy required for the SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.

G12.3 The OWNERS AND DEVELOPERS shall pay all applicable connection fees, and costs related to on-site electrical distribution facilities and customary user fees in accordance with Title 8 of the Naperville Municipal Code.

G13.0 REFUSE AND WEED CONTROL.

G13.1 During all phases of construction, OWNERS AND DEVELOPERS shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the entire area of the project.

G13.2 OWNERS AND DEVELOPERS shall prevent such containers from overflowing and shall prevent debris from blowing from the site by having the containers emptied as soon as reasonably possible once they are filled.

G13.3 During all phases of construction, OWNERS AND DEVELOPERS shall regularly cut all weeds and grass in excess of eight (8") inches high on the site and on the right-of-way adjacent to the site.

G14.0 CHANGES TO ORDINANCES AND REGULATIONS.

G14.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Naperville Zoning Code as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such change is agreed to by the Parties hereto. This provision shall not apply to amendments to the Naperville Municipal Code related to conditional uses other than those conditional uses already approved by the Naperville Plan Commission for the SUBJECT PROPERTY.

G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 and G14.2.3 of this Section, if, during the first two (2) years of the term of this Agreement, the provisions of then-current CITY ordinances or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the SUBJECT PROPERTY, which improvements are specified in the submitted and approved Final Engineering Plans, such amendments or modifications shall not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the Parties *or* such amendments are adopted to protect the health or safety of the CITY'S residents.

G14.2.1 Any ordinances, standards, or regulations which are the subject of the CITY'S Flood Plain or Stormwater Ordinances for either DuPage or Will County shall be exempt from the provisions of subsection G14.2.

G14.2.2 Any CITY ordinances establishing the payment of subdivision, or development fees, or any taxes, dedication requirements, or reimbursement for costs which may be applicable to the SUBJECT PROPERTY shall be exempt from the provisions of subsection G14.2.

G14.2.3 Any CITY Building, Fire or Life Safety Codes or ordinances or regulations approved after the EFFECTIVE DATE of this Agreement shall be exempt from the provisions of G14.2.

G14.3 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the CITY'S boundaries, then the benefit of such less restrictive requirements shall inure to the benefit of the OWNERS AND DEVELOPERS, and anything to the contrary contained herein notwithstanding, the OWNERS AND DEVELOPERS may proceed with development or construction upon the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

G15.0 EXISTING STRUCTURES.

G15.1 At the time this Agreement is fully executed by the Parties hereto, where there are any structures on the SUBJECT PROPERTY:

G15.1.1 A City of Naperville street address shall be assigned to the SUBJECT PROPERTY in accordance with Section 9-2-2 of the Naperville Municipal Code, as amended from time to time within thirty (30) days after this Agreement is fully executed by the Parties hereto.

G15.1.2 Any existing structures on the SUBJECT PROPERTY shall be fully accessible for emergency vehicles, including two (2) points of access, and any special conditions specified in Section S6.0 of this Agreement.

G15.2 At the time this Agreement is fully executed by the Parties hereto, any existing structures on the SUBJECT PROPERTY which fail to conform to the

requirements of the CITY'S duly adopted Building and Fire Prevention Codes, as amended from time to time, shall be brought into conformity with such requirements pursuant to any special conditions specified in Section S7.0 of this Agreement.

G16.0 EFFECT OF THIS AGREEMENT.

G16.1 Except as provided in Section G14.0 of this Agreement, if any relevant existing CITY resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

G17.0 NO DISCONNECTION OR DEANNEXATION.

G17.1 Neither the OWNERS AND DEVELOPERS, nor any of their successors in interest, shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the CITY during the term of this Agreement.

G18.0 MODIFICATIONS TO THIS AGREEMENT.

G18.1 If the OWNER AND DEVELOPER – Horton, OWNER AND DEVELOPER-Multifamily, or the CITY wish to modify this Agreement, the CITY shall hold the necessary public hearings.

G18.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request is made.

G18.3 This Section shall not be construed to require the CITY to modify this Agreement.

G18.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification as determined by the CITY.

G19.0 BINDING EFFECT AND TERM.

G19.1 The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY and shall be binding upon and inure to the benefit of the Parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees, and upon any

successor CITY officials and successor municipalities for a period of twenty (20) years from the EFFECTIVE DATE of this Agreement.

G19.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration of this Agreement unless changed in accordance with applicable law.

G19.3 Any obligation owed by OWNERS AND DEVELOPERS for payment or reimbursement of monies provided for herein shall survive the termination or expiration of this Agreement.

G19.4 Any obligations to be performed hereunder by OWNERS AND DEVELOPERS shall survive the termination or expiration of this Agreement. Any obligations hereunder which have been performed by either OWNER AND DEVELOPER, and accepted by the CITY, shall not survive the expiration or termination of this Agreement.

G20.0 CONTINUING RESPONSIBILITY.

G20.1 If the OWNERS AND DEVELOPERS sell or convey all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNERS AND DEVELOPERS' obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNERS AND DEVELOPERS shall be released from such obligations, provided the conditions of subsection G20.2 of this Agreement have been met.

G20.2 No sale or conveyance shall be effective to release the OWNERS AND DEVELOPERS from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of the OWNERS AND DEVELOPERS' obligations contained in this Agreement and as required by CITY ordinance, policy, or regulation.

G20.3 Any provision contained in this Agreement which provides for payment or reimbursement of money to the CITY, and/or which provides for the dedication or conveyance of property to the CITY, shall survive the termination or expiration of this Agreement.

G21.0 SEVERABILITY.

G21.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

G21.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the provisions of the CITY'S ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

G22.0 NOTICES.

G22.1 Any notice or demand hereunder from one Party to another Party or to an assignee or successor in interest of either Party or from an assignee or successor in interest of either Party to another Party, or between assignees or successors in interest of either Party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed to the Parties specified in Section S4.0 or any individual or entity substituted according to subsection G22.2 of this Agreement.

G22.2 The Parties, or any assignee or successor in interest, may substitute names and addresses for notices as appropriate.

G23.0 GOVERNING LAW AND VENUE.

G23.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

G24.0 FORCE MAJEURE.

G24.1 Subject to the provisions of G24.2, whenever a period of time is provided for in this Agreement for either the CITY or OWNERS AND DEVELOPERS to do or perform any act or obligation, no Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, strike or lockout by or against any Parties' own employees or suppliers, unavoidable casualty or damage to

personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God.

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said Party is so delayed. Except as to a strike or lockout by or against any Parties' own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNERS AND DEVELOPERS' control" if committed, omitted or caused by OWNERS AND DEVELOPERS, OWNERS AND DEVELOPERS' employees, officers or agents or a subsidiary, affiliate or parent of OWNERS AND DEVELOPERS, or by any corporation or other business entity that holds a controlling interest in OWNERS AND DEVELOPERS, whether held directly or indirectly.

G25.0 ENFORCEABILITY.

G25.1 This Agreement shall be enforceable by any of the Parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement. In the event that the CITY seeks enforcement of any aspect of this Agreement in a court of competent jurisdiction, and prevails in whole or in part in such action, the OWNERS AND DEVELOPERS shall reimburse the CITY for its costs and expenses, including but not limited to reasonable attorneys' fees (in-house or outside counsel) within thirty (30) days of receipt of an invoice therefor.

G26.0 CHALLENGE TO ANNEXATION.

G26.1 If the annexation of the SUBJECT PROPERTY is challenged in any court of legal jurisdiction, the Parties to this Agreement agree to cooperate to defend the validity of this annexation. OWNERS AND DEVELOPERS agree to hold the CITY harmless and to reimburse the CITY for any and all expenses incurred by the CITY for said defense including but not limited to reimbursement for any services of outside or in-house legal counsel. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid, any real estate taxes which have been paid to the CITY shall not be rebated to the OWNERS AND DEVELOPERS, or their successors and assigns.

G27.0 TIMING OF GRANTS OF PROPERTY INTERESTS.

G27.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the CITY is provided for in this Agreement, said

dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

G27.2 Failure to comply with the timing requirements set forth in this Section shall not relieve the OWNERS AND DEVELOPERS of the obligations set forth in this Section, and the provisions of this Section shall survive the expiration or termination of this Agreement.

G28.0 NON-WAIVER OF RIGHTS.

G28.1 No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by another Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement, shall constitute a waiver of any Party's right to demand compliance with the terms hereof.

G29.0 CAPTIONS AND PARAGRAPH HEADINGS.

G29.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

G30.0 ENTIRE AGREEMENT.

G30.1 This Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the subject matter set forth herein and there are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

G31.0 AUTHORIZATIONS.

G31.1 The OWNERS AND DEVELOPERS' authorized representatives who have executed this Agreement on behalf of OWNER AND DEVELOPER – Horton and on behalf of OWNER AND DEVELOPER – Multi-family, warrant that they have been lawfully authorized by OWNER AND DEVELOPER – Horton and OWNER AND DEVELOPER – Multi-family, respectively, to execute this Agreement on their behalf. The Mayor and City Clerk warrant that they have been lawfully authorized to execute this Agreement. The OWNERS AND DEVELOPERS shall deliver to the CITY, within ten (10) days of the date this Agreement is approved by the City Council of the City of Naperville, copies of all articles of incorporation, bylaws,

resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement.

G32.0 SURETY.

G32.1 All public improvements required to be done by the OWNERS AND DEVELOPERS for any phase of the SUBJECT PROPERTY shall be secured by a cash deposit or Letter of Credit in a form approved by the City Attorney, in an amount approved by the City Engineer, and in compliance with the Naperville Municipal Code. This provision shall apply whether or not a Letter of Credit is specified for each improvement. Notwithstanding provision of said surety, until the public improvements have been accepted by the CITY, the OWNERS AND DEVELOPERS shall remain obligated for completion of said public improvements and/or (at the CITY'S sole discretion) to pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment.

G33.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.

G33.1 Subject to approval by the City Engineer, the CITY shall accept public improvements installed by the OWNERS AND DEVELOPERS on the SUBJECT PROPERTY, or within the adjacent public right-of-way, pursuant to the process set forth in Section 7-1-7 of the Naperville Municipal Code. Upon CITY acceptance thereof, the OWNERS AND DEVELOPERS shall post a cash deposit or maintenance letter of credit in a form and amount approved by the City guaranteeing said improvements against defects in materials or workmanship in the amount of ten percent (10%) of the estimated cost of said improvement to be effective for a period of one year from the date of acceptance.

**SPECIAL CONDITIONS FOR THE ANNEXATION OF
SUBJECT PROPERTY**

To the extent that there is any inconsistency between the terms or conditions of the following Special Conditions and the General Conditions, the terms and conditions set forth in the Special Conditions of this Agreement shall prevail. To the extent that provisions in the Special and General Conditions are not inconsistent, they shall be read together.

S1.0 ANNEXATION AND ZONING.

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be R3A Medium Density Multifamily Residence District.—Immediately following the adoption of an ordinance approving the execution of this Agreement by the Mayor and City Clerk, the corporate authorities, provided OWNERS AND DEVELOPERS have paid all applicable fees and submitted all documents necessary for recording this Agreement and the Plat of Annexation, shall adopt an ordinance annexing the SUBJECT PROPERTY to the City of Naperville.

S1.2 A plat of annexation prepared by CEMCON, Ltd., dated March 22, 2018, last revised June 4, 2018, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B** (herein the “Plat of Annexation”).

S2.0 ANNEXATION FEES.

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$3,700, which has been paid by OWNER AND DEVELOPER - Horton.

S3.0 UTILITY REBATES, RECAPTURE FEES, SPECIAL ASSESSMENTS, AND SPECIAL SERVICE AREA TAXES.

S3.1 OWNER AND DEVELOPER – Horton shall pay \$62,596.99 to the CITY for recapture and contribution to the Southwest Pump Station and Force Main. Said payment shall be due prior to recordation of this Agreement. There are currently no other Utility Rebates, Recapture Fees, Special Assessments or Special Service Area Taxes applicable to the SUBJECT PROPERTY. At no time in the future shall the CITY require

the payment of any other recapture fees in connection with the development of the SUBJECT PROPERTY as set forth in this Agreement.

S3.2 The amount to be paid to the Plainfield Fire Protection District pursuant to the provisions of 70 ILCS 705/20(e)(1)-(5) as a result of the annexation of the SUBJECT PROPERTY to the City of Naperville shall be \$4,155.54. Said amount shall be paid in full by the OWNER AND DEVELOPER - Horton to the CITY prior to recordation of the ordinance annexing the SUBJECT PROPERTY to the City of Naperville and prior to recordation of this Agreement. In the event the amount required to be paid pursuant to said statutory provisions is greater than the aforesaid amount, OWNERS AND DEVELOPERS shall remain jointly and severally liable for the remaining balance and shall pay the same within thirty (30) days of the CITY'S submission of an invoice therefor.

S3.3. If amendments to the Naperville Municipal Code occur during the first seven (7) years after the EFFECTIVE DATE of this Agreement which increase the amount of sanitary sewer and water connection fees OWNERS AND DEVELOPERS are required to pay in connection their development of the SUBJECT PROPERTY, OWNERS AND DEVELOPERS shall have the right, at their respective options, to prepay the sanitary sewer and water connection fees at the rates in effect prior to the date of adoption of said amendments for platted lots with a building permit application (or where a building permit application has previously been submitted, but not yet issued) for a period of thirty (30) days after approval of such amendments by the Naperville City Council.

S4.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

S4.1 All notices required or desired to be given by the Parties shall be given as follows:

IF TO THE CITY:

City Clerk, City of Naperville
400 South Eagle Street
Naperville, Illinois 60540
Email address: pam.gallahue@naperville.il.us

WITH COPIES TO:

City Attorney, City of Naperville
400 South Eagle Street
Naperville, Illinois 60540
Email address: disantom@naperville.il.us

AND TO:

City Engineer, City of Naperville
400 South Eagle Street
Naperville, Illinois 60540
Email address: novackw@naperville.il.us

IF TO THE OWNER AND DEVELOPER - Horton:

D.R. Horton Inc. – Midwest, a California corporation
Attention: Division President
750 E. Bunker Court, Suite 500
Vernon Hills, IL 60061
Email address: OARodriguezCaballero@drhorton.com

WITH COPIES TO:

Meltzer, Purtill & Stelle LLC
Attention: Harold W. Francke
1515 East Woodfield Road, 2nd Floor
Schaumburg, IL 60173
Email address: hfrancke@mpslaw.com

AND TO:

D.R. Horton, Inc.
Attention: Jennifer Roselius
481 Munn Road, Suite 150
Fort Mill, SC 29715
Email address: JLRoselius@drhorton.com

IF TO THE OWNER AND DEVELOPER – Multi-family:

Chicago Title Land Trust Company, as Trustee under Trust Numbers 7-1816, 7-1817, 7-1818, 7-1819, 1067751 and 1090871
2441 Warrenville Road, Suite 100
Lisle, IL 60532
Email address: Maureen.paige@ctt.com

WITH A COPY TO:

Kuhn, Heap and Monson
Attention: Richard W. Kuhn
552 S. Washington Street, Suite 100
Naperville, Illinois 60540
Email address: dk@kuhnheap.com

S4.2 Notices shall be given by prepaid overnight mail sent by a nationally recognized delivery service and shall be deemed given two (2) business days after the delivery of such notice to the delivery service. Notices given by email shall be deemed given on the day of sending provided such notice is also given by prepaid overnight mail

in the manner described above within one (1) business day of the sending of such emailed notice. The identity of the Parties and the addresses set forth above may be changed by giving notice as provided above.

S5.0 BUILDING, FIRE AND LIFE SAFETY CODES AND REGULATIONS.

S5.1 The provisions of Section G14.0 this Agreement notwithstanding, any amendments to the CITY'S Building, Fire, or Life Safety Codes or regulations approved and enacted after the EFFECTIVE DATE of this Agreement shall be applicable to the SUBJECT PROPERTY without exception, except that if the CITY adopts an amendment to its Building, Fire, or Life Safety Codes or regulations which requires the installation of automatic sprinkler systems in detached single-family dwelling units such amendment shall not be applicable to the SUBJECT PROPERTY for a period of seven (7) years following the EFFECTIVE DATE of this Agreement.

S5.2 Notwithstanding the provisions of Section G14.2.3, any amendment to the CITY'S Building Codes adopted after the next comprehensive update to the CITY'S Building Codes (which is currently anticipated to occur in January 2019) and prior to the next comprehensive update to the CITY'S Building Codes (which is currently anticipated to occur in January 2024) shall not be applicable to the SUBJECT PROPERTY until six (6) months after the effective date of such amendment.

S6.0 EXISTING STRUCTURES.

S6.1 If the existing structures located on the SUBJECT PROPERTY are not demolished prior to recordation of this Agreement, such existing structures shall be demolished by OWNER AND DEVELOPER – Horton within three (3) months of the EFFECTIVE DATE of this Agreement. During said three (3) month period, the provisions of G15.1.2 and G15.2 hereof shall not apply to the existing structures. OWNER AND DEVELOPER - Horton shall obtain a demolition permit from the CITY prior to commencement of the demolition work. Prior to recordation of this Agreement, OWNER AND DEVELOPER – Horton shall provide the CITY a cash deposit or Letter of Credit in

a form approved by the City Attorney and in an amount approved by the City Engineer to secure completion of the demolition work.

S7.0 EMERGENCY ACCESS.

S7.1 OWNER AND DEVELOPER – Horton agrees to construct, at its sole cost, two points of access for emergency vehicles on the SUBJECT PROPERTY – Horton as approved by the City Engineer, before it commences construction of any structure on the SUBJECT PROPERTY – Horton; said accesses will be maintained until the internal roadways for the SUBJECT PROPERTY – Horton have been completed by OWNER AND DEVELOPER – Horton and approved by the City Engineer. Said emergency accesses shall consist of a hard surface with binder course and a minimum structural number of 2.36 or a temporary pavement as approved by the City Engineer.

S7.2 OWNER AND DEVELOPER – Multi-family agrees to construct, at its sole cost, two points of access for emergency vehicles on the SUBJECT PROPERTY – Multi-family as approved by the City Engineer before it commences construction of any structure on the SUBJECT PROPERTY – Multi-family; said accesses will be maintained until the internal roadways for the SUBJECT PROPERTY – Multi-Family have been completed by OWNER AND DEVELOPER – Multi-family and approved by the City Engineer. Said emergency accesses shall consist of a hard surface with binder course and a minimum structural number of 2.36 or a temporary pavement as approved by the City Engineer.

S8.0 SCHOOL AND PARK DONATIONS.

S8.1 School Donation Requirements

S8.1.1 In connection with their construction of the development on the SUBJECT PROPERTY, OWNERS AND DEVELOPERS shall pay school donations to the CITY as required by the provisions of Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code, as amended from time to time, or as required by such written agreement as either or both of the OWNERS AND DEVELOPERS may enter into with Plainfield Consolidated Community School District 202 pursuant to Section 7-3-5:12.7 of the Naperville Municipal Code, which agreement shall be provided to the City Attorney and recorded prior to the recordation of the first final

plat of subdivision for the SUBJECT PROPERTY. Any conflict between an agreement reached between by either OWNER AND DEVELOPER pursuant to Section 7-3-5:12.7 as referenced above, and the provisions set forth below or in the Naperville Municipal Code, shall be resolved in favor of the specifically negotiated agreement between the School District and the OWNERS AND DEVELOPERS. All final plats of subdivision for the SUBJECT PROPERTY shall reference such agreement and its recording number.

S8.1.2 Notwithstanding any amendments to the Land-Cash provisions in the Naperville Municipal Code that may occur during the term of this Agreement, OWNERS AND DEVELOPERS may elect to pay the required school donation cash-in-lieu fees on a per permit basis prior to issuance of each building permit for each residential dwelling unit within the SUBJECT PROPERTY as permitted by the existing school donation provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Payment amounts shall be based upon the provisions set forth in the Naperville Municipal Code in effect at the time of the building permit issuance.

S8.1.3 In the event that the OWNERS AND DEVELOPERS elect to pay the required school donation cash-in-lieu fees on a lump sum basis (“Lump Sum School Fee”) prior to recordation of each final plat of subdivision within the SUBJECT PROPERTY pursuant to provisions set forth in Section 7-3-5:5.2.1 of the Naperville Municipal Code, the amount of said Lump Sum School Fee shall be determined based on the bedroom mix set forth in Section 7-3-5:5.2.1. The school donation established herein shall be verified at the time of each building permit issuance, and if the number of bedrooms in the dwelling unit exceeds the number used to determine the Lump Sum School Fee pursuant to Section 7-3-5:5.2.1, then the permit applicant shall be charged for additional bedrooms, in accordance with the school donation table in effect at the time the building permit is issued. However, if the number of bedrooms in the dwelling unit is less than the number used to determine the Lump Sum School Fee pursuant to Section 7-3-5:5.2.1, no refund of the Lump Sum School Fee shall be due to the OWNERS AND DEVELOPERS.

S8.1.4 Except as specifically provided in Sections 8.1.1, 8.1.2 and in 8.1.3 above, OWNERS AND DEVELOPERS acknowledge that the school donations shall be paid pursuant to the Naperville Municipal Code provisions then in effect and they agree that payment of said amount(s) shall not be paid under protest or otherwise objected to.

S8.1.5 No school donation credit for existing residential dwelling units on the SUBJECT PROPERTY shall apply to the SUBJECT PROPERTY since no such dwelling units were located on the SUBJECT PROPERTY prior to annexation.

S8.2 Park Donation requirements

S8.2.1 In connection with their construction of the development on the SUBJECT PROPERTY, OWNERS AND DEVELOPERS shall satisfy park donation obligations under the CITY Municipal Code in the manner set forth in **EXHIBIT F**.

S9.0 SUBDIVISION PLAT APPROVALS

S9.1 In lieu of the provisions of the CITY'S ordinances and in order to accomplish the reclassification of the SUBJECT PROPERTY as shown on the Preliminary Subdivision Plat for Naperville Polo Club prepared by CEMCON, Ltd., dated March 26, 2018, last revised October 17, 2018, attached hereto and incorporated herein by reference as **EXHIBIT G**, the CITY approves such exhibit and the same shall constitute and satisfy all of the requirements for the Preliminary Subdivision Plat for the SUBJECT PROPERTY as defined in the ordinances of the CITY. Such preliminary approval shall be valid for a period of seven (7) years from the EFFECTIVE DATE of this Agreement and all final subdivision plats for the SUBJECT PROPERTY shall be recorded within said timeframe. Said timeframe may be extended by written approval of the City Engineer. All final subdivision plats and supporting data shall be submitted in accordance with the Naperville Municipal Code then in effect and such final subdivision plats shall be approved by the CITY provided they substantially conform to the Preliminary Subdivision Plat. Amendments to the Preliminary Subdivision Plat may be processed and approved by the

CITY in accordance with the provisions of the Naperville Municipal Code then in effect without an amendment of this Agreement.

S9.2 OWNER and DEVELOPER – Horton shall have the right to construct the development of the SUBJECT PROPERTY – Horton in two (2) phases as depicted on the phasing exhibit attached hereto as **EXHIBIT H** and incorporated herein by reference. Notwithstanding the foregoing, OWNER AND DEVELOPER – Horton may submit multiple final plats within each Phase (e.g. “Phase 1(a)”, “Phase 2(a)”, etc.)

S10.0 REQUIRED RIGHT-OF-WAY DEDICATIONS.

S10.1 The OWNERS AND DEVELOPERS agree to dedicate (according to their ownership interests), at no cost to the CITY, the following full and half-width rights-of-way adjacent to the SUBJECT PROPERTY as described below and depicted on the Preliminary Plat of Subdivision prepared by CEMCON, Ltd, dated March 26, 2018, last revised October 17, 2018, attached hereto and incorporated herein by reference as **EXHIBIT G**. Said dedications shall be made part of each final subdivision plat for the SUBJECT PROPERTY, as applicable.

- i. New Book Road: one hundred foot (100’) wide full-width right-of-way.
- ii. 119th Street: fifty foot (50’) wide right-of-way on the north side of the roadway along the frontage of the SUBJECT PROPERTY.
- iii. Cut Corners: a fifty foot (50’) cut corner at the following street intersections:
 - a. Northwest corner of Book Road and 119th Street,
 - b. Northeast corner of Book Road and 119th Street,
 - c. Northwest corner of 119th Street and Polo Club Drive, and
 - d. Northeast corner of 119th Street and Polo Club Drive.

S10.2 The CITY shall not require OWNERS AND DEVELOPERS to dedicate any additional lands except as provided in this Agreement provided the development of the SUBJECT PROPERTY occurs in the manner described herein. This provision shall not be interpreted to include easements deemed reasonably necessary by the CITY.

S11.0 NEW BOOK ROAD IMPROVEMENTS.

S11.1 The OWNER AND DEVELOPER – Horton agrees to design and construct, at its sole cost, new Book Road (hereinafter “New Book Road”) between 111th Street and 119th Street as a two-lane rural pavement cross section with left-turn lanes at that roadway’s intersections with Wild Timothy Road, Spartina Road, and Hawkweed Drive in accordance with the Book Road Typical Section attached hereto and incorporated herein by reference as **EXHIBIT I**. Said improvements shall include pavement construction and striping, roadside drainage ditches, installation of a five-foot (5’) wide public sidewalk and street lights along the west side of the road, installation of parkway trees on both sides of the road, and restoration of all disturbed areas within the right-of-way. The improvements described above shall herein be referenced as the “New Book Road Improvements”. Final engineering plans for the New Book Road Improvements shall be submitted for review and approval of the City Engineer concurrent with the submission of the first final subdivision plat for all or any portion of the SUBJECT PROPERTY – Horton. Notwithstanding the foregoing, the City Engineer may issue a written determination finding that the existing sidewalk on the west side of existing New Book Road may be reused.

S11.2 Unless otherwise approved in writing by the City Engineer, and provided OWNER AND DEVELOPER-Horton pulls any permit for the SUBJECT PROPERTY, the construction of the New Book Road Improvements shall be Substantially Complete (as defined in Subsection S11.2.1) by OWNER AND DEVELOPER – Horton, and said improvements shall be approved by the City Engineer, not later than the earlier to occur of: (a) issuance of the 260th occupancy permit for the SUBJECT PROPERTY – Horton; or (b) within five (5) years after the EFFECTIVE DATE of this Agreement. All of the New Book Road Improvements shall be fully completed by OWNER AND DEVELOPER – Horton and approved by the City Engineer within eight (8) months after confirmation by the City Engineer that the New Book Road Improvements are Substantially Complete. The foregoing timeframes may be extended by the written agreement of the City Engineer.

S11.2.1 For the purposes of this section “Substantially Complete” means that OWNER AND DEVELOPER – Horton has provided

sufficient documentation and evidence to the City Engineer which demonstrates that New Book Road has been constructed to an extent and in a manner such that it may safely be opened to public traffic. The City Engineer shall rely upon such documentation and evidence in making a determination, at his discretion, that New Book Road is Substantially Complete.

S11.2.2 Within fifteen (15) calendar days of the conclusion of each quarter of the calendar year this Agreement is in effect, the OWNER AND DEVELOPER – Horton shall provide written notification to the City Engineer of the number of occupancy permits issued for the SUBJECT PROPERTY – Horton during the previous quarter. Further, within thirty (30) days of issuance of the 260th occupancy permit for the SUBJECT PROPERTY – Horton, OWNER AND DEVELOPER – Horton and shall give the City Engineer written notice to that effect.

S11.2.3 If the New Book Road Improvements are not constructed and approved within the timeframes set forth above, or any extension thereof approved in writing by the City Engineer, the City may refuse to issue any further building, occupancy and/or site permits for the SUBJECT PROPERTY.

S12.0 119TH STREET IMPROVEMENTS.

S12.1 OWNER AND DEVELOPER – Horton agrees to design and improve, at its sole cost, 119th Street between the SUBJECT PROPERTY’S west boundary line and the existing bridge on the DuPage River, which improvements shall include reconstruction of existing pavement, pavement widening and striping to a three-lane cross section, installation of storm sewer, curbs and gutters, and installation of street lights, parkway trees and a shared-use path (as further defined in Section S13.1) on the north side of the road (hereinafter referred to as “119th Street Improvements”). Final engineering plans for the 119th Street Improvements shall be submitted for the review and approval of the City Engineer concurrent with the submission of the first final subdivision plat for all or any portion of the SUBJECT PROPERTY. Said final engineering plans shall substantially conform to the preliminary engineering plans prepared by CEMCON, Ltd., dated March 26, 2018, last revised October 17, 2018, attached hereto and incorporated herein by reference as **EXHIBIT J** (hereinafter “Preliminary Engineering Plans”), unless

revisions are otherwise approved in writing by the City Engineer. Notwithstanding the foregoing, the City Engineer may issue a written determination finding that reconstruction of parts or all of the 119th Street existing pavement to be unnecessary.

S12.1.1 Notwithstanding the foregoing, at the discretion of the City Engineer, the design and construction of the 119th Street Improvements by OWNER AND DEVELOPER - Horton may be between the SUBJECT PROPERTY'S west boundary line and Old Book Road (instead of the existing bridge on the DuPage River) so long as by OWNER AND DEVELOPER - Horton has performed all necessary engineering and other work needed to be done to ensure that decreasing the number of lanes from three (3) lanes to two (2) lanes ending at Old Book Road will be accomplished by OWNER AND DEVELOPER - Horton in such a manner that the public may safely use 119th Street. Upon receipt of engineering calculations and any other documentation reasonably necessary to demonstrate the foregoing to the satisfaction of the City Engineer, the City Engineer may approve design and construction of the 119th Street improvements by OWNER AND DEVELOPER - Horton between the SUBJECT PROPERTY'S west boundary line and Old Book Road.

S12.2 Unless otherwise approved in writing by the City Engineer, and provided OWNER AND DEVELOPER-Horton pulls any permit for the SUBJECT PROPERTY, the 119th Street Improvements shall be fully completed by the OWNER AND DEVELOPER – Horton and approved by the City Engineer within twenty-four (24) months after the recordation of the first final plat of subdivision for all or any portion of the Subject PROPERTY. Said timeframe may be extended by the written agreement of the City Engineer. If the 119th Street Improvements are not constructed and approved within the timeframe set forth above, or any extension thereof approved in writing by the City Engineer, the City may withhold any further building, occupancy and/or site development permits for the SUBJECT PROPERTY.

S13.0 SHARED-USE PATHS.

S13.1 119th Street Shared-Use Path. The 119th Street Improvements described in Section S12.0 of this Agreement include a ten foot (10') wide asphalt shared-use path along the north side of 119th Street between the SUBJECT PROPERTY'S west

boundary line and Old Book Road, as generally depicted on the Preliminary PUD Plat dated March 26, 2018 and last revised October 17, 2018, attached hereto as **EXHIBIT K** (herein “119th Street Shared-Use Path”). OWNER AND DEVELOPER – Horton shall install the 119th Street Shared-Use Path as part of the 119th Street Improvements pursuant to the timeline and provisions as set forth in Section S12.0 above.

S13.2 Old Book Road Shared-Use Path.

S13.2.1 OWNER AND DEVELOPER-Horton agrees to design and construct, at its sole cost, a ten foot (10’) wide asphalt shared-use path in the Old Book Road roadway easement from 119th Street to the existing shared use path located to the north of the SUBJECT PROPERTY (hereinafter “Old Book Road Shared Use Path Improvements”). Design and engineering of the Old Book Road Shared Use Path Improvements shall be subject to the City Engineer’s review and approval and shall be in compliance with Forest Preserve District of Will County criteria set forth on **GROUP EXHIBIT L** attached hereto and made part hereof (unless said criteria are amended by written agreement of OWNER AND DEVELOPER-Horton and the Forest Preserve District of Will County, which amendment – if any - shall not require an amendment of this Agreement).

S13.2.2 Prior to issuance of a site permit for any portion of the SUBJECT PROPERTY, OWNER AND DEVELOPER-Horton shall provide surety for the Old Book Road Shared Use Path Improvements in compliance with the provisions of Section S20 of this Agreement. The Forest Preserve District of Will County shall be named as an additional beneficiary on such surety.

S13.2.3 The Old Book Road Shared Use Path Improvements shall be constructed by OWNER AND DEVELOPER-Horton and approved by the Forest Preserve District of Will County (hereinafter also referred to herein as “FPD”) not later than three (3) years after the EFFECTIVE DATE of this Agreement unless a different timeframe is approved in writing by the City Engineer.

S13.2.4 Within six (6) months after the Old Book Road Shared Use Path Improvements have been installed and approved, OWNER AND DEVELOPER-Horton shall convey all interest it has in the property on which any

part of said Improvements are located, in addition to the Improvements themselves, to the Forest Preserve District of Will County at no charge or cost of any kind.

S13.2.5 Notwithstanding the foregoing provisions, at the CITY'S sole discretion, the CITY may give notice to OWNER AND DEVELOPER – Horton to design and construct, at OWNER AND DEVELOPER – Horton's sole cost and expense, one of the following options instead of constructing the Old Book Road Shared-Use Path Improvements, which shall be completed within three (3) years of such notice or such other timeframe as approved in writing by the City Engineer:

S13.2.5.1 A 10' wide asphalt shared use path on the east side of New Book Road from 119th Street north and then east across Forest Preserve District of Will County property to connect to the southern terminus of the existing Old Book Road pathway. Design and engineering of said shared-use path shall be subject to the City Engineer's review and approval.

S13.2.5.2 A 10' wide asphalt shared-use path on the east side of New Book Road between 111th and 119th Street. Design and engineering of said shared-use path shall be subject to the City Engineer's review and approval.

S13.2.5.3 Such other options as may be mutually agreed upon by the CITY and OWNER AND DEVELOPER – Horton. Design and engineering thereof shall be subject to the City Engineer's review and approval.

13.2.5.4 OWNER AND DEVELOPER – Horton shall provide surety for completion of the improvements described in S13.2.5.1 – S13.2.5.3 pursuant to the provisions set forth in Section S20 hereof. The Forest Preserve District of Will County shall be named as an additional beneficiary on such surety where said improvements will be on FPD property.

S13.2.6 Those provisions set forth above in this Section 13.2 which require approval and/or acceptance by the Forest Preserve District of Will

County, shall be subject to such approval and/or acceptance.

S13.3 Private Shared-Use Path/Outlot O and Outlot M. OWNER AND DEVELOPER – Horton, at its sole cost, shall install a shared-use path on Outlot O and Outlot M pursuant to the provisions set forth in Section I.B. of **EXHIBIT F**.

S13.4 If the shared use path improvements described in Sections S13.1, S13.2 and S13.3 above (and each subsection thereof) are not constructed and approved within the timeframe set forth or referenced above, or any extension thereof approved in writing by the City Engineer, the City may withhold any further building, occupancy, and/or site development permits for the SUBJECT PROPERTY.

S14.0 REVISIONS TO ZONING CODE.

S14.1 Any amendments to the Zoning Title of the Naperville Municipal Code which alter the density or setbacks for the R3A Medium Density Multifamily Residence District permitted at the time this Agreement is approved as reflected on the final PUD plat for the Polo Club development shall not be applicable to the SUBJECT PROPERTY for a period of seven (7) years after the EFFECTIVE DATE of this Agreement. The foregoing provisions shall not apply to any major change to the Polo Club PUD plat pursuant to Section 6-4-6:1 of the Naperville Municipal Code, as amended from time to time.

S15.0 SIDEWALKS.

S15.1 The New Book Road Improvements described in Section S11.0 of this Agreement includes a five-foot (5') wide public sidewalk along the west side of the New Book Road between 119th Street and 111th Street (hereinafter "New Book Road Sidewalk"). OWNER AND DEVELOPER – Horton shall install the New Book Road Sidewalk as part of the New Book Road Improvements, and installation of said New Book Road Sidewalk shall be approved by the City Engineer pursuant to the timeline and provisions as set forth in Section S11 above.

S15.2 OWNER AND DEVELOPER - Horton agrees to install, at its sole cost, public sidewalks along both sides of all public rights-of-way internal to the SUBJECT PROPERTY - Horton. OWNER AND DEVELOPER – Horton shall complete such sidewalk construction for each phase of the SUBJECT PROPERTY - Horton, and construction of same shall be approved by the City Engineer, not later than five (5) years

after recordation of each final plat of subdivision in each of the two phases for the property which is the subject of that final plat of subdivision, or by such earlier date as the City Engineer may reasonably require, or by such later date as the City Engineer may reasonably approve. (For example, if there are two final plats of subdivision in the first phase, the five (5) years would begin to run separately for the property included within each of said final plats of subdivision.)

S15.3 If the sidewalks described in Sections S15.1 and S15.2 above are not constructed and approved within the timeframes set forth above, or any extension thereof approved in writing by the City Engineer, the City may withhold any further building, occupancy, and/or site development permits for the SUBJECT PROPERTY.

S16.0 REQUIRED LANDSCAPING.

S16.1 OWNER AND DEVELOPER – Horton agrees to install, at its sole cost and expense, trees and other landscaping materials on the SUBJECT PROPERTY - Horton and adjacent to the SUBJECT PROPERTY in public right-of-way, as generally depicted on the preliminary landscape plans prepared by the Gary R. Weber Associates, Inc. dated March 26, 2018, last revised October 18, 2018, attached hereto as **EXHIBIT M** (hereinafter “Preliminary Landscape Plans - Horton”), including but not limited to the following parkway trees:

- i. Parkway trees along both sides of New Book Road from 119th Street to 111th Street (“New Book Road Parkway Trees”);
- ii. Parkway trees along the north side of 119th Street from the SUBJECT PROPERTY’S western boundary line to Old Book Road (“119th Street Parkway Trees); and
- iii. Parkway trees along both sides of all public right-of-way internal to the SUBJECT PROPERTY – Horton Family (“Internal Parkway Trees - Horton”).

16.2 OWNER AND DEVELOPER – Horton shall submit one final landscape plan for each of the two phases of development of the SUBJECT PROPERTY. The final landscape plan OWNER AND DEVELOPER – Horton submits to the CITY for the first phase of the SUBJECT PROPERTY – Horton shall provide for the planting of the New Book Road Parkway Trees and the 119th Street Parkway Trees which trees OWNER

AND DEVELOPER - Horton shall plant in accordance within the timeframes set forth in Sections 11.0 and 12.0 above.

S16.3 OWNER AND DEVELOPER – Multi – family agrees to install, at its sole cost and expense, trees and other landscaping materials on the SUBJECT PROPERTY – Multi-Family (hereinafter “Internal Parkway Trees – Multi-family”) as generally depicted on preliminary landscape plans to be approved by the Zoning Administrator (hereinafter “Preliminary Landscape Plans – Multi-family”).

S16.4 The New Book Road Parkway Trees, 119th Street Parkway Trees, Internal Parkway Trees-Horton, and Internal Parkway Trees – Multi-family are collectively referred to in this Agreement as the “Required Parkway Trees”.

S16.5 Final landscape plans for each phase of the SUBJECT PROPERTY shall be submitted by-OWNERS AND DEVELOPERS concurrently with their submission of each final plat of subdivision for such phase for review and approval by the Zoning Administrator. Said final landscape plans shall be in substantial compliance with the Preliminary Landscape Plans – Horton and Preliminary Landscape Plans – Multi-family respectively, and shall also conform to the requirements of Title 5, Chapter 10 of the Naperville Municipal Code, as amended from time to time.

S16.6 OWNERS AND DEVELOPERS shall plant the Internal Parkway Trees-Horton and Internal Parkway Trees-Multi-family (respectively), at their sole cost, as soon as reasonably practical to the extent permitted during construction on the SUBJECT PROPERTY. However, unless an extension of time is agreed to in writing by the City Forester, the Internal Parkway Trees within each phase of the SUBJECT PROPERTY shall be planted no later than issuance of the last occupancy permit for said phase or within five (5) years of the recordation of each final plat of subdivision for said phase, whichever comes first.

S16.7 OWNERS AND DEVELOPERS shall notify the City Forester in writing within thirty (30) days of completion of planting all the Required Parkway Trees, which Parkway Trees shall be subject to the City Forester’s initial inspection and approval. Within approximately twelve (12) to fourteen (14) months after the City Forester’s initial inspection and approval, the City Forester shall conduct a second inspection and confirm that said Parkway Trees are in good condition. In the event the condition of any of the

Required Parkway Trees is not satisfactory to the City Forester, OWNER AND DEVELOPER – Horton or OWNER AND DEVELOPER – Multi-family, as applicable, shall replace said trees at the direction of the City Forester and within a timeframe established by the City Forester.

S16.8 If OWNERS AND DEVELOPERS fail to comply with the requirements set forth or referenced in Sections 16.1 through 16.7 above, the CITY may withhold any further building, occupancy and/or site development permits for the SUBJECT PROPERTY- Horton or the SUBJECT PROPERTY – Multi-family, as applicable.

S17.0 ANTI-MONOTONY STANDARDS FOR SUBJECT PROPERTY – Horton.

S17.1 To avoid monotony within the SUBJECT PROPERTY-Horton, OWNER AND DEVELOPER – Horton shall comply with the following anti-monotony standards for the construction of single-family detached and single-family attached residential units within the SUBJECT PROPERTY-Horton:

- i. Single-Family Detached Units:
 - a. No two adjacent homes on the same side of the street shall have the same front elevation or the same exterior color package selected from a list of exterior color packages included in **EXHIBIT N** attached hereto and incorporated herein by reference; and
 - b. No two homes immediately across street from each other shall have the same front elevation or the same color siding unless the front lot lines of the two lots, where the homes are located, overlap by less than 25%.
- ii. Single-Family Attached Units (i.e. townhome and triplex units):
 - a. All single-family attached units within the same building shall utilize the same exterior color package selected from a list of exterior color packages included in **EXHIBIT N** attached hereto and incorporated herein by reference;

- b. No two adjacent buildings on the same side of the street shall use the same exterior color package; and
- c. No two buildings immediately across street from each other shall use the same exterior color package.

S17.2 OWNER and DEVELOPER – Horton shall submit an exhibit to evidence compliance with the anti-monotony standards set forth above concurrent with each building permit application for every single-family detached and single family attached residential structure to be constructed on the SUBJECT PROPERTY – Horton.

S18.0 SANITARY LIFT STATION.

S18.1 OWNER AND DEVELOPER – Horton, at its sole cost, agrees: (1) to design and construct a new sanitary lift station, a force main, and all associated equipment, electric utility service, parking, and driveway as directed by the City Engineer, to serve the SUBJECT PROPERTY and that portion of the South Pointe Subdivision that is currently served by an existing sanitary lift station; (2) to design and construct a sanitary sewer to connect that portion of the South Pointe Subdivision that is currently served by an existing sanitary lift station with the new lift station; and (3) to decommission and demolish and/or abandon in place the lift station that presently serves a portion of the South Pointe Subdivision. Abandonment would include the removal of the pumps, pump bases, guide rails, and controls which shall be returned to the CITY, and filling the valve vault and wet-well with sand. The improvements described in (1), (2) and (3) above are hereinafter collectively referred to as the “Lift Station Improvements”. No part of the Lift Station Improvements shall be constructed in the 100-year floodplain.

S18.2 OWNER AND DEVELOPER – Horton shall submit final engineering plans and construction specifications for the Lift Station Improvements concurrently with the submission of the first final subdivision plat for all or any portion of the SUBJECT PROPERTY for review and approval by the City Engineer.

S18.3 The Lift Station Improvements shall be fully completed by OWNER AND DEVELOPER – Horton and approved by the City Engineer and the Director of the Department of Public Utilities – Water/Wastewater prior to issuance of the first occupancy permit for the SUBJECT PROPERTY.

S18.4 Within ninety (90) days after the SUBJECT PROPERTY and that portion of the South Pointe Subdivision that had previously been served by the existing sanitary lift station are connected to the new sanitary lift station, OWNER AND DEVELOPER – Horton shall, at its sole cost, decommission and demolish (and/or abandon in place as described above) the existing sanitary lift station.

S18.5 OWNER AND DEVELOPER – Horton shall, at its sole cost, dedicate a public utility and drainage easement on Outlot K that is sufficient to accommodate the Lift Station Improvements as determined by the City Engineer, and after the construction of the Lift Station Improvements is approved by the City Engineer, such improvements shall be conveyed to and accepted by the CITY as public improvements.

S18.6 The timeframes set forth in this Section 18.0 may be modified with the written approval of the City Engineer and the Director of the Department of Public Utilities – Water/Wastewater. If the improvements described in this Section 18 are not installed and decommissioned/abandoned in place, as applicable, within the timeframes provided for, or any extension thereof approved in writing by the City Engineer, the CITY may refuse to issue any further building, occupancy and/or site development permits for the SUBJECT PROPERTY.

S19.0 MODIFICATIONS OR AMENDMENTS TO AGREEMENT, PUD ORDINANCE AND APPROVED PLANS

S19.1 An application to modify or amend this Agreement or any exhibit to this Agreement need be executed only by: (a) OWNER AND DEVELOPER – Horton, (and/or OWNER AND DEVELOPER – Horton’s successors and assigns (as applicable)), if the land described in such application includes only lands within the SUBJECT PROPERTY – Horton; and (b) OWNER AND DEVELOPER – Multi-family, (and/or OWNER AND DEVELOPER – Multi-family’s successors and assigns (as applicable)), if the land described in such application includes only lands within the SUBJECT PROPERTY – Multi-family.

S19.2 Amendments to the PUD Ordinance and the plans attached as exhibits to either this Agreement or the PUD Ordinance shall not require an amendment of this Agreement, but shall be processed in accordance with applicable provisions of the Naperville Municipal Code then in effect, including but not limited to Section 6-4-6 (Changes to Planned Unit Development) and Section 7-2 (Subdivision Plat Procedures).

Applications for a change to the PUD (whether a major change, a minor change, or for an administrative adjustment) for any portion of the SUBJECT PROPERTY may be made based upon the written request of all owners of the lots within the SUBJECT PROPERTY that will be subject to the proposed change. Notice of major and minor changes to the PUD shall be given in accordance with Section 6-3-5:4.2 except that in addition to the requirements of Section 6-3-5:4, notice of a proposed major change to the PUD shall be given to all owners of the SUBJECT PROPERTY.

S20.0 FINANCIAL SURETY.

S20.1 On-site Improvements. OWNERS AND DEVELOPERS shall satisfy their obligations under this Agreement and the Naperville Municipal Code to deposit improvement security with the CITY in furtherance of its construction of the public improvements it is to construct on the SUBJECT PROPERTY by delivering to the CITY: (a) a surety bond in the amount of 80% of 110% of the respective OWNERS AND DEVELOPERS' engineer's opinion of probable cost (hereinafter "EOPC") of constructing those improvements, as approved by the City Engineer; and (b) a letter of credit (hereinafter "Letter of Credit") in the amount of 20% of 110% of said EOPC. The improvements for which such improvement security shall be posted will include all streets, curbs, gutters, street lights and utility improvements that OWNER AND DEVELOPERS are to construct on the SUBJECT PROPERTY. The CITY agrees to accept such public improvements, after the approval of their construction by the City Engineer, on an improvement-by-improvement, phase-by-phase basis (e.g. underground utilities, paving, street lights etc.). As these improvements are accepted by the CITY, the amount of the aforesaid surety bond will be reduced incrementally and once the amount of the surety bond has been reduced to zero, the amount of the Letter of Credit will then be reduced incrementally in the same manner. The CITY agrees that OWNERS AND DEVELOPERS shall not be required to post improvement surety with the CITY for parkway turf, trees, and sidewalk improvements in front of residential lots.

S20.2 Off-site Road Improvements. OWNER AND DEVELOPER – Horton shall satisfy its obligations under this Agreement and the Naperville Municipal Code to deposit improvement security with the CITY in furtherance of its construction of the off-site road improvements that it is to construct pursuant to this Agreement by either:

(a) delivering to the CITY a surety bond in the amount of 110% of OWNER AND DEVELOPER – Horton’s engineer’s EOPC of the probable cost of constructing those improvements, as approved by the City Engineer, provided, however, that if OWNER AND DEVELOPER – Horton elects to utilize such form of improvement security, it will not apply to the CITY for issuance of, nor shall the CITY be obligated to issue, building permits for dwelling units OWNER AND DEVELOPER – Horton seeks to construct or has constructed on the SUBJECT PROPERTY – Horton until all of said off-site road improvements have been completed and approved by the City Engineer; or (b) a surety bond and a Letter of Credit in the same manner as is described in Section S20.1 above, in which event OWNER AND DEVELOPER – Horton shall have the right to apply for, and the CITY shall not refuse to issue, building permits for dwelling units OWNER AND DEVELOPER – Horton seeks to construct or has constructed on the SUBJECT PROPERTY – Horton prior to the completion of construction of said off-site road improvements.

S20.3 Other Off-Site Improvements. OWNER AND DEVELOPER – Horton shall have the right to satisfy its obligations under this Agreement and the Naperville Municipal Code to deposit improvement security with the CITY in furtherance of its construction of all other off-site improvements that it is to construct pursuant to this Agreement by delivering to the CITY a surety bond in the amount of 110% of OWNER AND DEVELOPER – Horton’s engineer’s EOPC of the probable cost of constructing those improvements, as approved by the City Engineer.

S20.4 Maintenance Surety. OWNERS AND DEVELOPERS shall have the right to satisfy its obligations under this Agreement and under Section 5-9-8(2) of the Naperville Municipal Code to deposit public improvement maintenance security with the CITY for the on-site and off-site improvements it is to construct pursuant to this Agreement by delivering to the CITY a surety bond in the amount of 80% of 10% of the approved EOPC for such improvements and a Letter of Credit in the amount of 20% of 10% of said EOPC.

S20.5 Surety by Cash Deposits and Letters of Credit an Option. Notwithstanding any other provision set forth in this Section 20, OWNERS AND DEVELOPERS may elect to satisfy their obligation to provide surety for some or all of the

public improvements they are responsible for by providing the CITY with a cash deposit or a letter of credit for 110% of the respective OWNERS AND DEVELOPERS' engineer's opinion of probable cost (hereinafter "EOPC") of constructing on-site or off-site improvements, as approved by the City Engineer.

S20.6 Approval of Form, Issuers, and Amounts of Sureties. The form of all surety bond, cash deposit, and Letter of Credit, and the issuers of all security instruments, will be subject to approval by the City Attorney. The amounts of each surety bond, cash deposit and Letter of Credit shall be subject to approval by the City Engineer.

S20.7 Continuing Responsibility. Notwithstanding provision of surety, until the public improvements for which surety is required hereunder (by either OWNER AND DEVELOPER – Horton or OWNER AND DEVELOPER – Multi-family) have been approved and accepted by the CITY or the Will County Forest Preserve District, as applicable, the OWNERS AND DEVELOPERS shall remain obligated to complete said public improvements and/or (at the CITY'S sole discretion) to pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment.

S21.0 PROVISION OF UTILITY SERVICES TO SUBJECT PROPERTY.

S21.1 In order to facilitate the provision of sanitary sewer service to the SUBJECT PROPERTY, OWNER AND DEVELOPER – Horton shall construct sanitary sewer service infrastructure improvements in substantial conformance with the Preliminary Engineering Plans as needed to provide sanitary sewer service to the SUBJECT PROPERTY - Horton as and when it constructs each phase of the SUBJECT PROPERTY - Horton.

S21.2 OWNER AND DEVELOPER – Multi-family shall construct the sanitary sewer infrastructure improvements in substantial conformance with the Preliminary Engineering Plans as needed to provide sanitary sewer service to SUBJECT PROPERTY – Multi-family as and when it proceeds to construct the SUBJECT PROPERTY- Multi-Family.

S21.3 Revisions to the Preliminary Engineering Plans – Sewer may be approved in writing by the City Engineer.

S21.4 The CITY shall execute the applications that OWNER AND DEVELOPERS will need to file with the Illinois Environmental Protection Agency (“IEPA”) and any other governmental agencies in order to provide sanitary sewer services to the SUBJECT PROPERTY (subject to review and approval of their contents) and shall not require OWNER AND DEVELOPERS to take action to amend the boundaries of the Naperville Facility Planning Area and the Plainfield Facility Planning Area subject to OWNER AND DEVELOPERS’ understanding and agreement that: (i) OWNERS AND DEVELOPERS shall be jointly and severally obligated to defend and indemnify the CITY and its officers, agents, and employees against, and to hold the CITY and its officers, agents, and employees harmless from, any and all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys’ fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to the fact that the CITY is proposing to or has provided any provide sanitary sewer services outside of its Facility Planning Area for any portion of the SUBJECT PROPERTY; and (ii) if the IEPA in any way, at any point, is unwilling to permit the CITY to provide utility services for all or any portion of the SUBJECT PROPERTY due to Facility Planning Area-related issues, OWNERS AND DEVELOPERS will hold the CITY harmless from any failure or refusal to issue permits of any kind to OWNERS AND DEVELOPERS related to the development of the SUBJECT PROPERTY. The defense, indemnification, and hold harmless provisions set forth above shall survive the expiration or termination of this Agreement.

S22.0 COMMENCEMENT OF EARTH WORK AND ON-SITE ROAD AND UTILITY IMPROVEMENTS / CONSTRUCTION OF MODEL HOMES.

S22.1 Grading. OWNERS AND DEVELOPERS shall have the right, at their own risk, to commence grading activities on the SUBJECT PROPERTY prior to the approval and recording of final plats of subdivision and final engineering plans for the SUBJECT PROPERTY provided they have first obtained a CITY erosion and sedimentation control permit for the applicable portion of the SUBJECT PROPERTY in accord with the provisions of Title 5, Chapter 9 of the Naperville Municipal Code as amended from time to time, and have delivered a surety with the CITY in compliance with the provisions set forth in Section S20 hereof.

S22.2 On-Site Improvements. OWNERS AND DEVELOPERS shall have the right, at their own risk, to commence the construction of on-site improvements on the SUBJECT PROPERTY after the approval of final engineering plans for the SUBJECT PROPERTY – Horton and SUBJECT PROPERTY-Multi-family respectively, and prior to the recording of final plats of subdivision for the SUBJECT PROPERTY – Horton and SUBJECT PROPERTY- Multi-family, provided, however, that they shall not commence the installation of on-site utility improvements until they have received all necessary permits for such construction from the CITY and the IEPA, they have entered into an At Risk Agreement approved by the City Engineer and the City Attorney, and they have provided surety in compliance with the provisions set forth in Section S20 hereof.

S22.3 Model Home and Dwelling Unit Foundations. Subject to the provisions of S22.4.1 and S22.4.2 below, OWNERS AND DEVELOPERS shall have the right to commence the construction of foundations for model homes and dwelling units on the various portions of the SUBJECT PROPERTY once they have provided a hard-paved access road to such portions of the SUBJECT PROPERTY, which pavement may establish a temporary condition without curb and gutter provided it includes reflectors and the plans therefor have been approved by the City Engineer.

S22.4 Model Home and Dwelling Unit Construction. OWNERS AND DEVELOPERS shall have the right to commence the construction of model homes and dwelling units on the various portions of the SUBJECT PROPERTY once a hard-paved access road, described in Section 22.3, has been constructed, water service for firefighting purposes has been constructed to such portions of the SUBJECT PROPERTY – Horton, and said water service is operative, and the OWNERS AND DEVELOPERS have obtained all CITY building permits required for such construction.

S22.4.1 Notwithstanding the foregoing, no building permits for dwelling units shall be issued until after the Final Planned Unit Development Plat for the SUBJECT PROPERTY, and the Final Plat of Subdivision for the applicable portion of the SUBJECT PROPERTY, have been approved by the CITY and recorded with the Will County Recorder.

S22.4.2 Notwithstanding the foregoing, no occupancy permit shall be issued for any dwelling unit on the SUBJECT PROPERTY until the hard-

paved access road described in S22.3 has been replaced by permanent pavement and curb and gutter.

S22.5 Use of Model Homes. OWNER AND DEVELOPER – Horton shall have the right to use model homes it constructs on the SUBJECT PROPERTY – Horton prior to their connection to the CITY’S sanitary sewer system, provided an adequate temporary sewage disposal system is available to such model homes, as approved by the City Engineer. However, OWNER AND DEVELOPER – Horton shall not have the right to use model homes it constructs on the SUBJECT PROPERTY – Horton until it has an operating and permitted connection to the CITY’S water system. The CITY hereby confirms that it does not issue occupancy permits for model homes; however, when a model home is converted to a dwelling unit, an occupancy permit shall be required.

S22.6 Model Homes – Compliance with Building Code. If a model home is constructed by OWNER AND DEVELOPER – Horton in compliance with the CITY’S building codes existing as of the date of their construction, any more restrictive building code adopted by the CITY prior to application of an occupancy permit for such model homes shall not be applicable to such model home.

S22.7 Model Home Garages – Sales Offices. Garages that OWNER AND DEVELOPER – Horton constructs as part of a model home may be used as sales and marketing offices and the doors to such garages may be installed with window panes rather than garage panels provided actual paneled doors are installed before issuance of an occupancy permit for such model home.

S22.8 Model Homes - Code Compliance. OWNERS AND DEVELOPERS shall comply with the provisions of Section 6-2-9 (“Temporary Model Home Regulations”) of the Naperville Municipal Code, as amended from time to time except for Section 6-2-9:1 which provides that the owners of property shall provide information relating to the use of model homes, including but not limited to, a record of sales or rentals made from the model home.

S23.0 CONSTRUCTION ACTIVITIES.

S23.1 OWNERS AND DEVELOPERS shall have the right to undertake construction activities on the SUBJECT PROPERTY in accordance with and during the hours permitted by applicable provisions of the Naperville City Code or as otherwise may

be permitted by the City Manager in accord with Section 6-14-4:1.2.5 (Performance Standards/Standards”) of the Naperville Municipal Code as amended from time to time.

S23.2 OWNERS AND DEVELOPERS shall have the right to establish and maintain haul roads on the SUBJECT PROPERTY. Further, subject to compliance with the provisions of Section 5-2B-6 of the Naperville Municipal Code (“Sales, Office, or Construction Trailers”) as amended from time to time, OWNERS AND DEVELOPERS may maintain temporary construction trailers on the SUBJECT PROPERTY which trailers may be utilized for the storage of construction materials, equipment and supplies, subject to the approval of their location by the City Engineer and the issuance of any requisite CITY permits therefor, provided such trailers are maintained in a safe and sanitary condition and in a good state of repair, as approved by the City Engineer.

S24.0 TEMPORARY OCCUPANCY PERMITS.

S24.1 So long as all other requirements of the Naperville Municipal Code, as amended from time to time, and the provisions of this Agreement have been met, the CITY agrees to issue temporary occupancy permits for dwelling units constructed within the SUBJECT PROPERTY when landscaping, driveway and/or sidewalk, or grading improvements have not been completed by OWNER AND DEVELOPER – Horton due to adverse weather conditions. Said work shall be completed as soon as weather permits but in any event by the following June 15. The CITY shall have the right to withhold the issuance of further building permits to OWNERS AND DEVELOPERS until such exterior work has been completed, however, OWNER AND DEVELOPER – Horton shall have the right to request one (1) thirty (30) day extension to complete such work and the CITY’S right to withhold issuance of further building permits shall be abated during said extension period.

S25.0 OFF-SITE IMPROVEMENTS.

S25.1 The CITY shall not require OWNERS AND DEVELOPERS to construct or pay for any off-site improvements except as provided in this Agreement (including, without limitation, any improvements to the intersection of Champion Drive and Route 59, any improvements to 119th Street or New Book Road which are other than those described in this Agreement, any traffic signalization related improvements to the intersection of 111th Street and New Book Road, or any utility undergrounding

improvements), provided the development of the SUBJECT PROPERTY occurs in the manner described herein.

S26.0 ENFORCEABILITY.

S26.1 No Party shall be deemed to be in default under this Agreement unless a notice of default is given by a non-defaulting Party to the Party in default and such default remains uncured thirty (30) days after the effective date of such notice or such other timeframe as may be agreed upon in writing by the non-defaulting Party and the Party in default.

S26.2 If OWNERS AND DEVELOPERS, or either of them, are in default under this Agreement, the CITY shall have the right to exercise any and all remedies it has under this Agreement (including but not limited to drawing upon any surety that OWNERS AND DEVELOPERS have deposited with the CITY) and/or at law or in equity.

S26.3 OWNER AND DEVELOPER – Horton shall not be deemed in default under this Agreement as a result of a default by OWNER AND DEVELOPER – Multi-family.

S26.4 OWNER AND DEVELOPER – Multi-family shall not be deemed in default under this Agreement as a result of a default by OWNER AND DEVELOPER – Horton.

S27.0 SURVIVAL.

S27.1 Any provisions in this Agreement pertaining to the survival of obligations, whether in the “General Provisions For The Annexation of the Subject Property” or in the “Special Conditions For the Annexation of the Subject Property”, shall remain in full force and effect and shall not be deemed to be inconsistent with each other; nor shall the fact that certain provisions specifically reference survival be interpreted to mean that general survival provisions are not also applicable.

S28.0 BINDING EFFECT.

S28.1 The CITY agrees that OWNER AND DEVELOPER – Multi-family shall have no obligation or liability under this Agreement relative to the SUBJECT PROPERTY – Horton from and after the date OWNER AND DEVELOPER – Horton, or an assignee of its right to acquire the SUBJECT PROPERTY – Horton, acquires such portion of the SUBJECT PROPERTY, executes this Agreement as owner of the SUBJECT

PROPERTY – Horton, and this Agreement is recorded or re-recorded to reflect such execution.

S28.2 The CITY agrees that OWNER AND DEVELOPER – Multi-family shall have no obligation or liability under this Agreement relative to the SUBJECT PROPERTY – Multi-family from and after the date OWNER AND DEVELOPER – Multi-family sells such portion of the SUBJECT PROPERTY to a third party which executes and records an instrument confirming its assumption of OWNER AND DEVELOPER – Multi-family’s obligations under this Agreement relative to the SUBJECT PROPERTY – Multi-family. The provisions of this Section S28.2 represent a limited exception to the provisions of Section G20.2 hereof requiring surety prior to conveyance and are applicable only to the current OWNER AND DEVELOPER – Multi-family (signatory to this Agreement) and not to its successors and assigns, and shall apply only so long as the current OWNER AND DEVELOPER – Multi-family has not commenced, or permitted to be commenced, any development of the SUBJECT PROPERTY – Multi-family.

S29.0 UNITY OF INTERESTS/EFFECTIVE DATE.

S29.1 The Parties acknowledge that it is a condition of this Agreement that at all times there shall be a unity of interest between the owner of the SUBJECT PROPERTY – Horton and the developer of the SUBJECT PROPERTY – Horton.

S29.2 The Parties acknowledge that it is a condition of this Agreement that at all times there shall be a unity of interest between the owner of the SUBJECT PROPERTY – Multi-family and the developer of the SUBJECT PROPERTY- Multi-family.

S29.3 The effective date (“EFFECTIVE DATE”) of this Agreement shall be the date on which an original of this Agreement, duly executed by: (i) OWNER AND DEVELOPER – Multi-family as owner and developer of the SUBJECT PROPERTY – Multi-family; by (ii) OWNER AND DEVELOPER – Horton, or a related entity approved by the City Manager, which approval shall not be unreasonably withheld, as developer of the SUBJECT PROPERTY – Horton; by (iii) OWNER AND DEVELOPER – Horton, or a related entity approved by the City Manager, which approval shall not be unreasonably

withheld, as owner of the SUBJECT PROPERTY – Horton; and by (iv) the City of Naperville, is recorded with the Will County Recorder.

S29.4 If the City Manager approves an assignment of D.R. Horton, Inc. - Midwest's rights and obligations under this Agreement to a related entity as described above, the term "OWNER AND DEVELOPER – Horton", as used in this Agreement, shall thereafter mean and be deemed to refer to such entity.

S30.0 AMBIGUITIES.

S30.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

S31.0 CLAIMING OF RIGHTS.

S31.1 Where any provision herein provides that the provisions of the Naperville Municipal Code or regulations of the CITY shall not apply to the SUBJECT PROPERTY for any period of time, or that OWNERS AND DEVELOPERS have any rights created under this Agreement that are different, or will be different, than those generally applicable to the public, it shall be the sole burden of the OWNERS AND DEVELOPERS, and/or their successors and assigns, to claim the benefit of said provisions from the CITY in writing. Failure to do so before action is taken by any representative of the CITY relative to any portion of the SUBJECT PROPERTY shall constitute a waiver of the benefit of those provisions for that portion of the SUBJECT PROPERTY for which such rights were not claimed.

S32.0 RECORDING/EFFECT OF FAILURE TO RECORD.

S32.1 This Agreement shall not be recorded with the Will County Recorder unless and until OWNER AND DEVELOPER – Horton, or its related entity, as approved by the City Manager pursuant to Paragraph S29.4, acquires the SUBJECT PROPERTY – Horton from OWNER AND DEVELOPER – Multi-family.

S32.2 OWNERS AND DEVELOPERS shall defend, indemnify, and hold the CITY, and its officers, agents, and employees, harmless from and against any error or omission in recording, or for failure to timely record, this Agreement.

S33.0 AVAILABILITY OF WATER AND SANITARY SEWER.

S33.1 The CITY shall permit the connection of the structures reasonably to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY subject to OWNERS AND DEVELOPER – Horton's construction of the utility improvements described in this Agreement.

EXHIBIT LIST:

- A. Legal Description of SUBJECT PROPERTY
- B. Plat of Annexation of SUBJECT PROPERTY
- C. Legal Description of SUBJECT PROPERTY – Horton
- D. Depiction of SUBJECT PROPERTY-Horton and SUBJECT PROPERTY – Multi-family
- E. Legal Description of SUBJECT PROPERTY – Multi-family
- F. Park Donation Provisions
- G. Preliminary Subdivision Plat
- H. Phasing Exhibit
- I. Book Road Typical Cross Section
- J. Preliminary Engineering Plans
- K. Preliminary Planned Unit Development Plat
- L. Will County Forest Preserve District Criteria (Group Exhibit)
- M. Preliminary Landscape Plans
- N. Exterior Color Packages

/SIGNATURES ON FOLLOWING PAGES/

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below, to be effective as of the EFFECTIVE DATE.

CITY OF NAPERVILLE

By: _____
Steve Chirico
Mayor

ATTEST

Pam Gallahue, Ph.D.
City Clerk

State of Illinois)
)
County of DuPage)

The foregoing instrument was acknowledged before me by Steve Chirico, Mayor, and Pam Gallahue, Ph.D., City Clerk, of the City of Naperville, an Illinois home rule municipal corporation, this _____ day of _____, 2018.

Notary Public

-seal-

D.R. Horton, Inc. – Midwest, a California corporation, as OWNER AND DEVELOPER – Horton and as owner of the SUBJECT PROPERTY – Horton

By: _____

Name: _____

Its: _____

State of Illinois)
)
County of Lake)

The foregoing instrument was acknowledged before me by _____
_____, as
_____ on behalf of D.R. Horton, Inc.–
Midwest, a California corporation, this ___ day of _____, 2018.

Notary Public

D.R. Horton, Inc. – Midwest, a California corporation, as OWNER AND DEVELOPER – Horton and as developer of the SUBJECT PROPERTY – Horton

By: _____

Name: Omar A. Rodriguez - Caballero

Its: Division President

State of Illinois)

County of Lake)

The foregoing instrument was acknowledged before me by Omar A. Rodriguez - Caballero, as Division President on behalf of D.R. Horton, Inc.-Midwest, a California corporation, this 29th day of October 2018.

K Martin



Chicago Title Land Trust Company, as Trustee under Trust Numbers 7-1816, 7-1817, 7-1818, 7-1819, 1067751 and 1090871 as OWNER AND DEVELOPER – Multi-family and as owner of the SUBJECT PROPERTY – Multi-family

By: Maureen Paige 10/25/18
Name: MAUREEN PAIGE
Its: Trust Officer

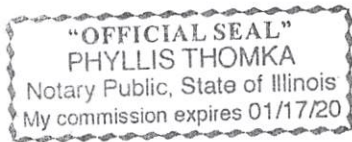
ATTEST:

By: _____
Name: Attestation not required
Pursuant to corporate by-laws
Its: _____

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

State of Illinois)
County of DUPAGE)

The foregoing instrument was acknowledged before me by MAUREEN PAIGE as Trust Officer and N/A, as N/A of Chicago Title Land Trust Company and as Trustee as aforesaid, and by MAUREEN PAIGE as Trust Officer of said company, this 25th day of October, 2018.



[Signature]
Notary Public

LEGAL DESCRIPTION

23450 and 23700 W 119th Street

PARCEL 1:

THE EAST 329.36 FEET OF THE EAST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 2:

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE EAST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 3:

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE EAST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 4:

THE EAST 1/2 OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY ILLINOIS.

PARCEL 5:

THE EAST 329.36 FEET OF THE WEST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 6:

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE WEST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 7:

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE WEST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 8:

THE WEST ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY ILLINOIS.

PARCEL 9:

THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 328.81 FEET THEREOF) IN WILL COUNTY ILLINOIS.

AND THAT PART OF 119TH STREET IN SECTION 26 AND 27 TOWNSHIP 37 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ADJACENT TO AND CONTIGUOUS WITH PARCELS 1 THROUGH 9, AFORESAID, AND THAT PART OF BOOK ROAD IN SECTION 23 AND 26 TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ADJACENT TO AND CONTIGUOUS WITH PARCEL 1, AFORESAID IN WILL COUNTY, ILLINOIS.

PINS: 01-22-400-014, 01-22-400-013, 01-22-400-012, 01-22-400-011, 01-22-400-010, 01-22-400-009, 01-22-400-008, 01-22-400-007, and 01-22-300-015

PRELIMINARY LEGAL DESCRIPTION OF SUBJECT PROPERTY – Horton

@ THE POLO CLUB DEVELOPMENT NAPERVILLE, IL

(LEGAL DESCRIPTION REVISED AND IS BASED ON THE PRELIMINARY PLAT; SUBJECT TO CHANGED BASED ON THE FINAL PLAT CALCULATIONS, LAND AREA INCLUSIVE OF PERIMETER ROADS RIGHTS OF WAY)

PARCEL 1:

THE EAST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 2:

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 3:

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 4:

THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY ILLINOIS.

PARCEL 5:

THE EAST 329.36 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 6:

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 7:

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.

PARCEL 8:

THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY ILLINOIS.

PARCEL 9:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 328.81 FEET THEREOF) IN WILL COUNTY, ILLINOIS, EXCEPT THAT PART OF PARCELS 7, 8 AND 9 AFORESAID, DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 328.81 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 01 DEGREES 40 MINUTES 18 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES), 598.85 FEET ALONG THE EAST LINE OF SAID WEST 328.81 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 36 SECONDS EAST, 1380.82 FEET; THENCE SOUTH 45 DEGREES 48 MINUTES 19 SECONDS EAST, 126.10 FEET; THENCE SOUTH 35 DEGREES 45 MINUTES 18 WEST, 34.21 FEET; THENCE SOUTH 66 DEGREES 00 MINUTES 03 SECONDS EAST, 59.20 FEET; THENCE SOUTHERLY, 199.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET, A CHORD BEARING SOUTH 09 DEGREES 35 MINUTES 59 SECONDS WEST; THENCE SOUTH 00 DEGREES 57 MINUTES 48 SECONDS EAST, 164.28 FEET TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTH 44 DEGREES 02 MINUTES 12

SECONDS WEST, 70.71 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 48 SECONDS EAST, 50.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 02 MINUTES 12 SECONDS WEST, 414.11 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 88 DEGREES 59 MINUTES 39 SECONDS WEST, 995.15 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. (LAND AREA PER ABOVE STATED TITLE PARAMETERS IS 90.54 ACRES, MORE OR LESS).

PRELIMINARY LEGAL DESCRIPTION OF SUBJECT PROPERTY – Multi-family
@ THE POLO CLUB DEVELOPMENT NAPERVILLE, IL

(LEGAL DESCRIPTION REVISED 10-17-18 AND IS BASED ON THE PRELIMINARY PLAT; SUBJECT TO CHANGED BASED ON THE FINAL PLAT CALCULATIONS, LAND AREA INCLUSIVE OF 119TH STREET RIGHT OF WAY)

THAT PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 328.81 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 01 DEGREES 40 MINUTES 18 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES), 598.85 FEET ALONG THE EAST LINE OF SAID WEST, 328.81 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 36 SECONDS EAST, 1380.82 FEET; THENCE SOUTH 45 DEGREES 48 MINUTES 19 SECONDS EAST, 126.10 FEET; THENCE SOUTH 35 DEGREES 45 MINUTES 18 WEST, 34.21 FEET; THENCE SOUTH 66 DEGREES 00 MINUTES 03 SECONDS EAST, 59.20 FEET; THENCE SOUTHERLY, 199.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET, A CHORD BEARING SOUTH 09 DEGREES 35 MINUTES 59 SECONDS WEST; THENCE SOUTH 00 DEGREES 57 MINUTES 48 SECONDS EAST, 164.28 FEET TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTH 44 DEGREES 02 MINUTES 12 SECONDS WEST, 70.71 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 48 SECONDS EAST, 50.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 02 MINUTES 12 SECONDS WEST, 414.11 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 88 DEGREES 59 MINUTES 39 SECONDS WEST, 995.15 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. (LAND AREA PER ABOVE STATED TITLE PARAMETERS IS 20.03 ACRES, MORE OR LESS).

EXHIBIT F

PARK DONATION PROVISIONS

In connection with their construction of the development on the SUBJECT PROPERTY, and as part of the Annexation Agreement for Naperville Polo Club to which this **Exhibit F** is attached (hereinafter “Annexation Agreement”), the OWNERS AND DEVELOPERS shall dedicate properties and pay park donations to the City of Naperville (also referenced herein as “City”) for conveyance to the Naperville Park District (also referenced herein as “Park District”) as set forth below.

The SUBJECT PROPERTY shall be developed in the two (2) phases as depicted on the phasing exhibit (**Exhibit H**) attached to the Annexation Agreement. Notwithstanding the foregoing, OWNER AND DEVELOPER – Horton may submit multiple final plats within each Phase (e.g. “Phase 1(a), Phase 2(a), etc.).

I. Obligations of OWNER AND DEVELOPER – Horton for the SUBJECT PROPERTY – Horton.

A. Park Dedication Properties.

1. Park Dedication Properties. OWNER AND DEVELOPER – Horton, or its City-approved assignee (hereafter “Developer”), will improve and dedicate the two parcels of land depicted on the Preliminary Plat of Subdivision as Outlot C and Outlot I (3 acres in total) on **Exhibit G** to the Annexation Agreement (“Park Dedication Properties”) to the City of Naperville for conveyance of said parcels to the Naperville Park District for Park District uses as provided herein. Improvement and dedication shall be in accord with the provisions of the Naperville Municipal Code, the provisions of the Annexation Agreement, including but not limited to this **Exhibit F**, the Park Dedication Requirements set forth in Section I.A.3 below, and the provisions of an agreement to be entered into between the Developer and the Naperville Park District as provided for in Section 7-3-5:12.7 of the Naperville Municipal Code, which agreement shall be recorded prior to recordation of the first final plat of subdivision for the SUBJECT PROPERTY (hereinafter the “Park District – Horton Agreement”). Any conflicts between the provisions of: (i) the Annexation Agreement, including but not limited to this Exhibit F to the Annexation; and (ii) the provisions of the Park District-Horton Agreement shall be resolved in favor of the Park District-Horton

Agreement. The Park District-Horton Agreement shall be subject to the prior written approval of the City Zoning Administrator.

2. Conveyance of Park Dedication Properties. Improvement and conveyance of the Park Dedication Properties shall be completed upon the earlier to occur of:
 - a. Four (4) years from the date of recordation of the first final plat of subdivision for any phase of the development for the SUBJECT PROPERTY – Horton, or
 - b. Issuance of the 260th occupancy permit for the SUBJECT PROPERTY – Horton.

Within fifteen (15) calendar days of the conclusion of each quarter of the calendar year, the Developer shall provide written notification to the City Engineer of the number of occupancy permits issued for the SUBJECT PROPERTY – Horton during the previous quarter. Further, Developer and shall give the City Engineer written notice within 7 days of the issuance of the 260th occupancy permit for the SUBJECT PROPERTY – Horton.

3. Park Dedication Requirements. Prior to conveyance, Developer shall improve the Park Dedication Properties in accordance with the following standards:
 - a. City utilities (water, sewer and electric) shall be stubbed to the property line of each of the Park Dedication Properties.
 - b. Parks to be crowned in center and drain away to edges at 2-5% slope.
 - c. Developer shall provide the Park District with the opportunity to review and approve final engineering drawings prior to mobilization.
 - d. Park Dedication Properties shall be seeded, and turf established and maintained, in accordance with the Earthwork and Lawns & Grasses specifications set forth in Attachment #1 and Earthwork specifications set forth in Attachment #2.

B. Credit for Open Space Recreation Area.

1. Open Space Parcel (Outlot M). In addition to the Park Dedication Properties described in Section I.A above, credit shall also be given to Developer for the property depicted as Outlot M (1.25 acres) on the Preliminary Plat of Subdivision, **Exhibit G** to the Annexation Agreement, (hereafter the “Open Space Parcel”) which shall be treated in accord with Section 7-3-5:1.3 of the Naperville Municipal Code, and shall comply with the Open Space Credit Requirements set forth below, the Park Dedication Requirements set forth in Section I.A.3 above, and the provisions of the Park District -Horton Agreement.
2. TRAIL AMENITY (Outlot M and Outlot O). An asphalt pedestrian trail, with a minimum width of 10 feet, as generally depicted on the Preliminary PUD Plat attached as **Exhibit G** to the Annexation Agreement (hereinafter “TRAIL AMENITY”), shall be included on the final engineering plans for the SUBJECT PROPERTY and, subject to review and approval by the City Engineer, shall be constructed by Developer on the Open Space Parcel and on a portion of Outlot O. The TRAIL AMENITY shall be constructed prior to the issuance of the 260th Occupancy Permit for the SUBJECT PROPERTY – Horton. Developer shall also construct the TRAIL AMENITY and make it available for use in accord with the provisions set forth and referenced herein, the provisions of the Annexation Agreement, and the provisions of the Park District-Developer Agreement.
3. Open Space Recreation Area Credit Requirements.
 - a. Developer shall convey the Open Space Parcel and the TRAIL AMENITY to a homeowner’s association (“HOA”) for the SUBJECT PROPERTY - Horton subject to Covenants, Conditions and Restrictions reviewed and approved by the Zoning Administrator with input from the Naperville Park District which impose the obligation upon the HOA to maintain the Open Space Parcel and the TRAIL AMENITY in accordance with all applicable laws and regulations. The CCRs shall provide that the Open Space Parcel and the TRAIL AMENITY shall be accessible to the public unless the corporate authorities of the City of Naperville agree otherwise. The HOA may implement reasonable rules and regulations for use of the Open Space Parcel subject to approval of the Zoning

Administrator, which shall not be unreasonably withheld, with input from the Naperville Park District.

- b. The City Engineer, with input from the Park District, shall approve the condition of the Open Space Parcel and the construction of the TRAIL AMENITY prior to its conveyance to the HOA. Said approval from the City Engineer shall not be unreasonably withheld.
- c. Developer shall design and construct the TRAIL AMENITY to meet the Earthwork and Lawns & Grasses specifications set forth in **Attachment #1** and Earthwork specifications set forth in **Attachment #2**.
- d. Developer shall record the following restrictive covenant on the deed conveying the Open Space Parcel to the HOA: “SUBJECT TO THE FOLLOWING COVENANT: Grantee and any successor in title shall maintain the Property as passive recreation space open to the general public; however, this Covenant may be released upon the formal approval of the corporate authorities of the City of Naperville.”
- e. The HOA shall maintain the Open Space Parcel and the TRAIL AMENITY to meet all applicable laws and regulations.

C. Extension. Developer may seek an extension of time to convey the Park Dedications as provided herein, and/or to convey the Open Space Parcel in compliance with the Open Space Recreation Area Credit Requirements, upon notice of such request to the City Zoning Administrator and to the Executive Director of the Naperville Park District. Approval of such request may be given at the discretion of the City Zoning Administrator after consultation with the Naperville Park District. In addition, the requirements set forth above as finalized in the Park District-Developer Agreement may be modified upon agreement of the Naperville Park District and Developer. The Park District-Horton Agreement shall be recorded prior to the first final plat of subdivision which includes any portion of the SUBJECT PROPERTY-Horton as required by Section 7-3-5:12.7 of the Naperville Municipal Code.

D. Park District-Horton Agreement: Recordation and Reference on Plats of Subdivision. The terms and specifications set forth and referenced herein, along with any other terms and conditions agreed upon by the Naperville Park District and OWNER AND DEVELOPER- Horton, shall

be incorporated into the Park District-Horton Agreement which shall be recorded prior to recordation of the first final plat of subdivision which includes any portion of the SUBJECT PROPERTY - Horton. Each final plat of subdivision which includes any portion of the SUBJECT PROPERTY - Horton shall contain a note referencing the existence of such agreement and the recording number thereof.

- E. Enforcement.** The City may withhold any building, occupancy, and/or site development permits for the SUBJECT PROPERTY – Horton for failure of OWNER AND DEVELOPER - Horton to make the Park Dedications as provided herein and in the Park District-Horton Agreement and/or failure to comply with the Open Space Recreation Area Credit Requirements.
- F. Cash Donation.** The value of the Park Dedication Properties and the Open Space Park Credit described above results in a total credit to Developer of \$1,375,300.00 (based upon 4.25 acres) leaving a cash donation balance due for the SUBJECT PROPERTY – Horton of \$818,837.44 (“Cash Donation Balance”).¹ Developer shall pay the Cash Donation Balance prior to recordation of the first final plat of subdivision for any portion of the SUBJECT PROPERTY – Horton located within Phase 2 as depicted on the Phasing Exhibit attached to the Annexation Agreement as Exhibit H. In consideration of this one-time lump sum payment, Developer shall not be required to pay any upward adjustments to the CITY (for payment to the Park District) for any and all dwelling units constructed on the SUBJECT PROPERTY – Horton based upon the construction of more bedrooms than provided for in and assumed by the City’s Code. Payment of cash donations described herein shall not be paid under protest or otherwise objected to by Developer, or by their successors, assigns, or transferees.
- G. No Refund.** The Park Dedication Properties and the Open Space Recreation Area Credit provided for herein are based upon the number of residential units planned to be constructed by Developer in Phase 1 and Phase 2 of the development of the SUBJECT PROPERTY-Horton. If the

¹ Total cash to Park District due (for SUBJECT PROPERTY – HORTON, *not* including the Multi-Family): \$2,194,137.44 (calculated based on the bedroom mix set forth in Section 7-3-5:5.2.1 of the Municipal Code) - \$1,375,300.00 (CREDIT) = \$818,837.44. No park donation credit for existing residential dwelling units on the SUBJECT PROPERTY applies since no dwelling units were located on the SUBJECT PROPERTY prior to annexation.

Open Space Recreation Area Credit and the Park Dedication Properties made as provided herein result in a surplus donation that will not be exhausted in the development of the SUBJECT PROPERTY – Horton, there shall be no refund of land or money.

II. Obligations of OWNER AND DEVELOPER – Multi-family for the SUBJECT PROPERTY – Multi-family.

- A. No Credit.** Neither the conveyance of the Park Dedication Properties or the Open Space Recreation Area Credit described above in any way affects or pertains to the SUBJECT PROPERTY – Multi-family which shall be treated totally separately from the SUBJECT PROPERTY – Horton for purposes of compliance with Section 7-3-5 of the Naperville Municipal Code. The OWNER AND DEVELOPER – Multi-family shall pay park donations to the CITY as required by the provisions of Section 7-3-5 of the Naperville Municipal Code, as amended from time to time.
- B. Cash Donation Due.** Notwithstanding any amendments to the Land-Cash provisions in the Naperville Municipal Code that may occur during the term of the Annexation Agreement, OWNER AND DEVELOPER – Multi-family may elect to pay the required park donation cash-in-lieu fees on a per permit basis prior to issuance of each building permit for each residential dwelling unit within the SUBJECT PROPERTY – Multi-family as permitted by the existing school and park donation provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Payment amounts shall be based upon the provisions set forth in the Naperville Municipal Code in effect at the time of the building permit issuance.

In the event that the OWNER AND DEVELOPER - Multi-family elects to pay the required park donation cash-in-lieu fees on a lump sum basis (“Multi-family Park Fee”) prior to recordation of each final plat of subdivision within the SUBJECT PROPERTY pursuant to provisions set forth in Section 7-3-5:5.2.1 of the Naperville Municipal Code, the amount of said Multifamily Park Fee shall be determined based on the bedroom mix set forth in Section 7-3-5:5.2.1. The park donation established herein shall be verified at the time of each building permit issuance, and if the number of bedrooms in the dwelling unit exceeds the number used to determine the Multi-family Park Fee pursuant to Section 7-3-5:5.2.1, then the permit applicant shall be charged for additional bedrooms, in accordance with the park donation table in effect at the time the building permit is issued. However, no refund shall be made if the number of

bedrooms in the dwelling unit is less than the number used to determine the Multifamily Park Fee pursuant to Section 7-3-5:5.2.1.

The method of payment of the Park Donation for the SUBJECT PROPERTY – Multi-Family shall be noted on each final subdivision plat that includes any portion of the SUBJECT PROPERTY – Multi-Family.

- C. No park donation credit for existing residential dwelling units on the SUBJECT PROPERTY applies since no dwelling units were located on the SUBJECT PROPERTY prior to annexation.
- D. Payment of cash donations described herein shall not be paid under protest or otherwise objected to by OWNER AND DEVELOPER – Multi-family, or by their successors, assigns, or transferees.

SECTION 02920 - LAWNS AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Seeding.
- B. Related Sections include the following:

None.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass and prairie, identifying source, including name and telephone number of supplier.
- C. Product Certificates: For fertilizers, by product manufacturer.
- D. Qualification Data: For landscape Installer.
- E. Material Test Reports: For existing surface soil and imported topsoil.
- F. Planting Schedule: Indicating anticipated planting dates for each type of planting.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn and prairie establishment.

Attachment 1

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor that can clearly communicate and provide understanding to all interested parties on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
 1. Report suitability of topsoil for lawn growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- D. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in its "Guideline Specifications to Turfgrass Sodding."

1.7 SCHEDULING

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 1. Planting Seed: 4/1 – 11/1
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

PART 2 - PRODUCTS

2.1 TURFGRASS SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: Seed species shall be IDOT Class 1 Lawn Mixture (Kentucky Bluegrass, Perennial Ryegrass, Creeping Red Fescue), or approved equal. Seed mix is to be applied at a rate of 200 lbs/acre.

2.2 EROSION CONTROL BLANKET

- A. Seeded areas shall be covered with erosion control blankets where indicated on the plans and. These blankets shall be placed within 24 hours of seeding.
- B. Erosion control blanket type shall be as follows:
 1. EroNet DS150 Short Term Photodegradable Erosion Control Blanket

Attachment 1

- C. Erosion control blanket shall be staked with softwood, ¾” dia. X 8” long stakes or other bio-degradable stakes. Metal stakes are strictly prohibited.

2.3 GENERAL TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 6 to 7, a minimum of 4 percent organic material content; free of stones 1 inch (25 mm) or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep.
 - 2. Topsoil Source: Amend existing in-place surface soil to produce topsoil. Verify suitability of surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Surface soil may be supplemented with imported or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep.

2.4 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: Class O, with a minimum 95 percent passing through No. 8 (2.36-mm) sieve and a minimum 55 percent passing through No. 60 (0.25-mm) sieve.
- B. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- C. Perlite: Horticultural perlite, soil amendment grade.
- D. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- E. Sand: Clean, washed, natural or manufactured, free of toxic materials.

2.5 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (**25-mm**) sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.

Attachment 1

- D. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.6 PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application for site conditions and approved by landscape architect.

2.7 FERTILIZER

- A. Sod & Seed Fertilizer

1. Provide a granular, non-burning fertilizer from a commercial source. Fertilizer types, ratios and application rates shall be as follows:
 - a. LESCO Professional Starter Fertilizer (18-24-12), or approved equal starter fertilizer.

2.8 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments and fertilizers in the following quantities:
 1. Contractor to amend imported topsoil to produce satisfactory planting soil, depending on soil tests of imported or manufactured soils.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 8 inches (200 mm). Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 1. Apply slow release fertilizer directly to subgrade before loosening.

Attachment 1

2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
 - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing fertilizer.
 3. Spread planting soil mix to a depth of 6 inches (150 mm) but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - a. Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil mix.
 - b. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 2. Loosen surface soil to a depth of at least of 4 inches (100 mm). Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 2 inches (50 mm) of soil. Till soil to a homogeneous mixture of fine texture.
 - a. Apply slow release fertilizer directly to surface soil before loosening.
 3. Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- E. Apply herbicide treatment to entire project construction sodding area.
- F. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- G. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.4 SEEDING

A. General

1. Seed immediately after preparation of bed.
2. Seed indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
3. Perform seeding operations when the soil is dry and when winds do not exceed 10 miles per hour velocity.
4. Sow grass seed at the rates noted in Section 2.

Attachment 1

B. Method

1. Turfgrass Seeding

- a. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two directions, at right angles to each other.
- b. After seeding, rake soil surface slightly to incorporate seed. Roll with light lawn roller.
- c. Contractor responsible for repairing washouts where blanket is not applied.

3.5 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period.

END OF SECTION 02920

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for pavements
 - 2. Subbase and base course for asphalt paving.
- B. Related Sections include the following:
 - 1. Division 1 Section "Unit Prices" for unit-price rock excavation and authorized additional excavation provisions.
 - 2. Division 1 Section "Construction Progress Documentation" for recording earthwork progress.
 - 3. Division 1 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Owner. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices and changes in Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner. Unauthorized excavation, as well as remedial work directed by Owner, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

H. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

I. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Base Course Stone.

B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each borrow soil material proposed for fill and backfill.

2. Laboratory compaction curve according to for each borrow soil material proposed for fill and backfill.

1.5 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

B. Preexcavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

Attachment 2

1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classifications Groups GW, GP, GM, SW, SP, and SC (course-grained soils) free of rock or gravel larger than [**3 inches (75 mm)**] in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
1. Fine-grained soils: CL and meet the following requirements:
 - a. Laboratory modified dry density of 110 pcf or greater when determined in accordance with ASTM D1557.
 - b. Plasticity Index greater than 12.
 - c. Liquid Limit less than 45.
 - d. Particle size distribution with greater than 50% passing the No. 200 sieve.
- C. Unsatisfactory Soils: Soil Classification Groups GC, CH, ML, MH, OL, OH, and PT.
1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Unsuitable Soil: Any soil which exhibits characteristics of unsuitability whether in its material condition or as compacted fill; as evidenced by rutting or movement when proof-rolled or inability to obtain required density when compacted with suitable equipment.
- E. Base Course: IDOT gradation CA6
- F. Sand: Clean sand whose particle size is defined as less than 5% retained on a #10 screen, and less than 5% passing through a #30 screen. No more than 1% shall pass a #50 screen (all US Standard Sieve sizes).
- G. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- a.

2.2 SEED MIXTURES

- A. Seed mixtures for temporary erosion control of soil stockpiles and disturbed surfaces left untouched for longer than 14 days.

Attachment 2

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section "Site Clearing."

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 SUBGRADE INSPECTION

- A. Notify Owner when excavations have reached required subgrade.
- B. Proof-roll subgrade for asphalt pavement with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Testing Agency Geotechnical Engineer, and replace with compacted backfill or fill as directed.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner, without additional compensation.

3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.7 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 2. Surveying locations of underground utilities for Record Documents.
 3. Testing and inspecting underground utilities.
 4. Removing concrete formwork.
 5. Removing trash and debris.
 6. Removing temporary shoring and bracing, and sheeting.
 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.8 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

Attachment 2

3.9 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.10 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact cohesive soil and well graded granular materials to not less than the following percentages of maximum density according to ASTM D 1557. Compact free-draining cohesionless materials to not less than the following percentages of relative density according to ASTM D 4253 and D 4254:
 - 1. Under pavements, unit pavers, walks, and trails, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 2. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 3. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.11 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch
 - 2. Walks: Plus or minus ¼ inch

Attachment 2

3.12 SUBSURFACE DRAINAGE

- A. Subdrainage Pipe: Specified in Division 2 Section "Subdrainage."
- B. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench, as indicated in the construction details.
- C. Drainage Backfill: Place and compact filter material over subsurface drain, in width and depth indicated in construction details. Revise subparagraph below according to geotechnical engineer's written recommendations or delete if no special impervious fill cap is required.

3.13 SUBBASE AND BASE COURSES

- A. Place subbase and base courses on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base courses under pavements and walks as follows:
 - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place base course material over subbase course under hot-mix asphalt pavement.
 - 3. Shape subbase and base courses to required cross-slope grades.
 - 4. Place subbase and base courses 6 inches or less in compacted thickness in a single layer.
 - 5. Place subbase and base courses that exceed 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 6. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 92 percent percent of maximum dry unit weight according to ASTM D 1557.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2,000 SF or less of paved area, but in no case fewer than 3 tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

Attachment 2

3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Owner; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

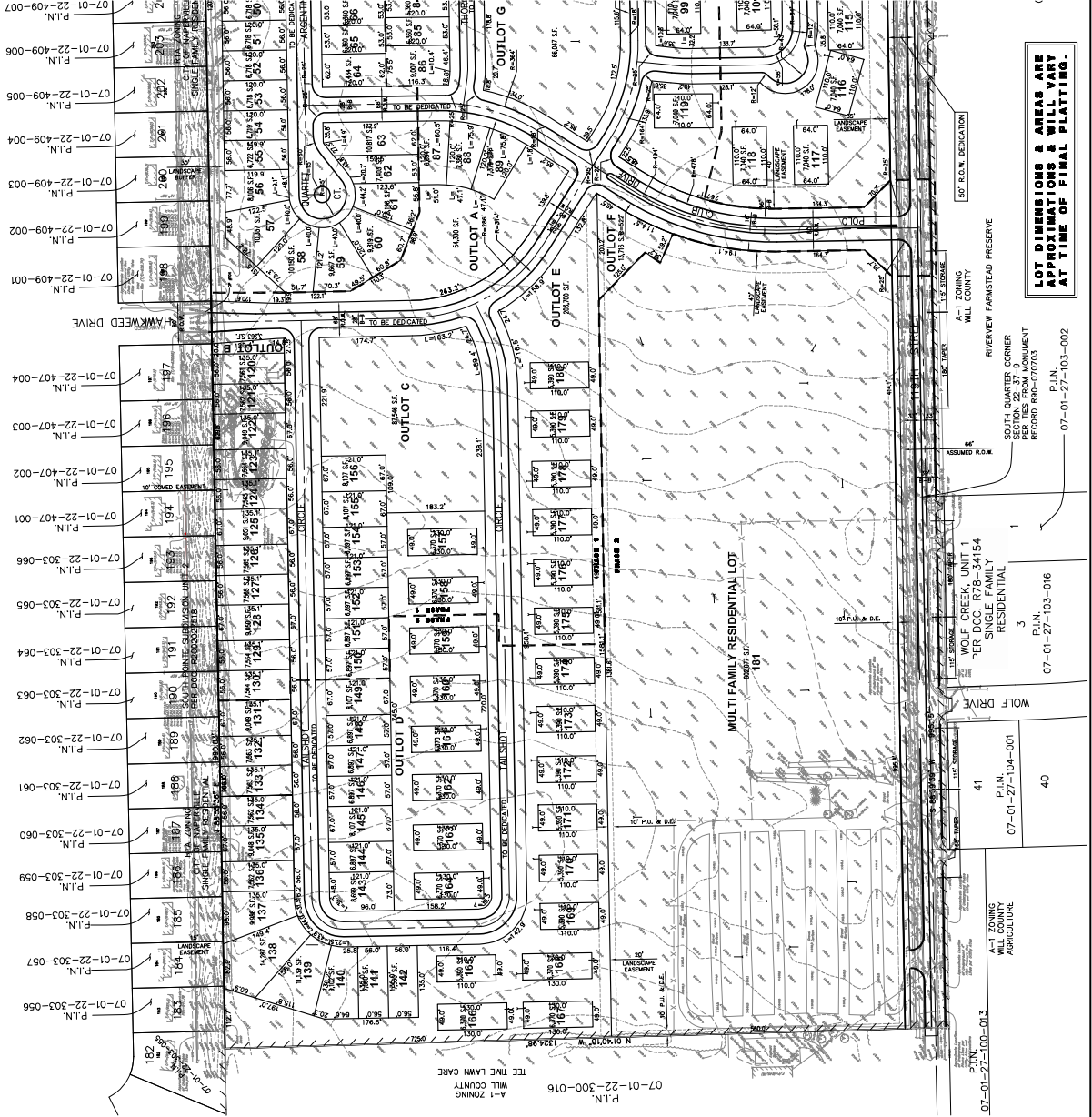
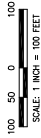
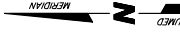
3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
 - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

PRELIMINARY PLAT OF SUBDIVISION FOR NAPERVILLE POLO CLUB

NAPEVILLE, IL



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

PREPARED FOR:
D.R. HORTON, INC.—MIDWEST,
A CALIFORNIA CORPORATION
750 E. BUNKER COURT, SUITE 500
VERNON HILLS, IL 60061
(847) 362-9100

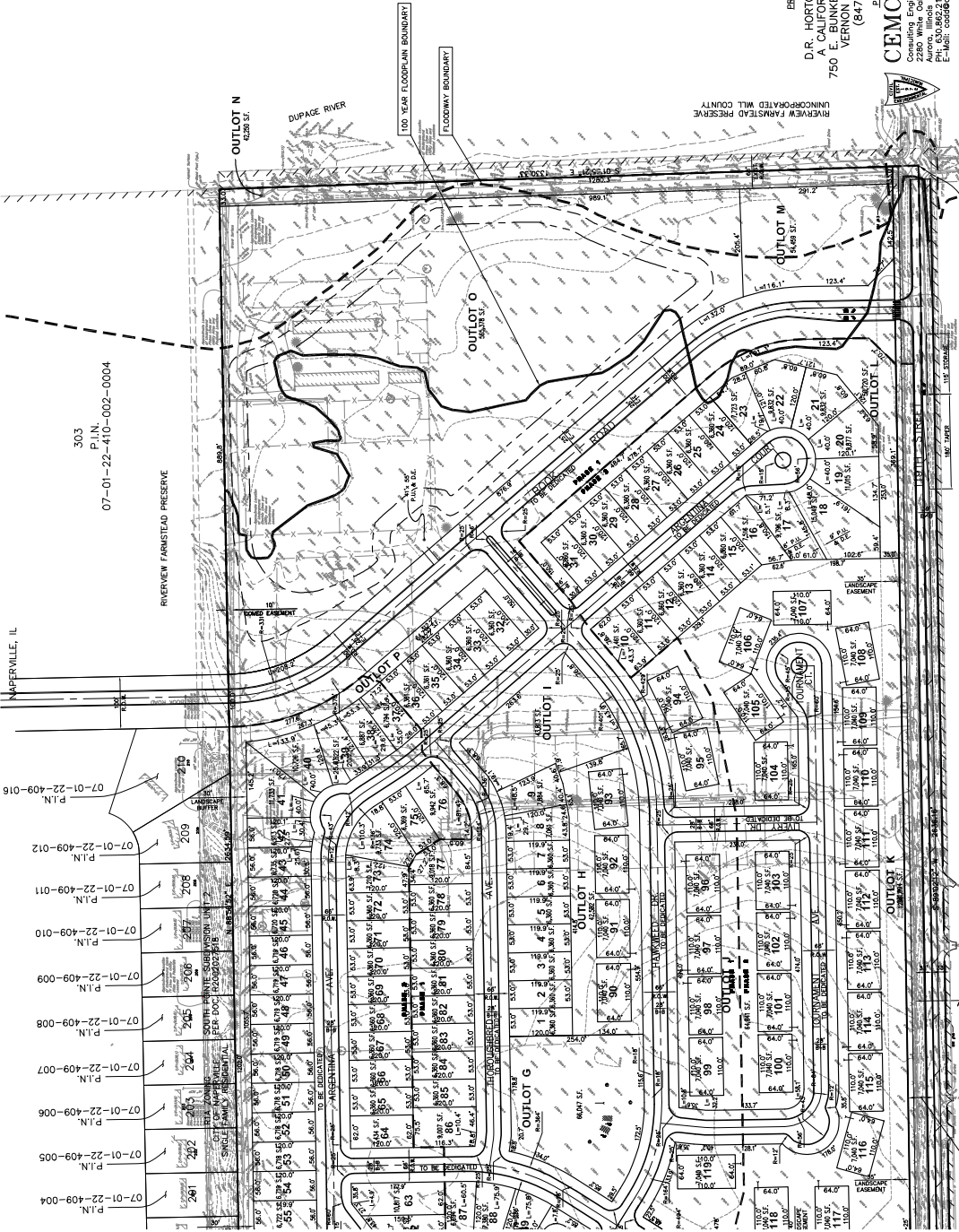
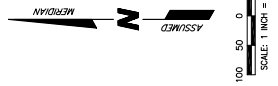
PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Naperville, IL 60563-8675
PH: 630.862.2100 F: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 637014 FILE NAME: PREVDW
DRAWN BY: JAL ID. NO.: 03-114
DATE: 03-11-14 PG. NO.: 84/74
XREF: TOPO PROJECT MANAGER: KTS
REV: 06-04-19/MS PER CITY COMMENT REVIEW DATED 06-31-18
REV: 06-05-19/MS PER CITY COMMENT REVIEW DATED 06-31-18
REV: 06-14-19/AC PER CITY COMMENT REVIEW DATED 06-07-18
REV: 06-28-19/AC PER REVISED LAND PLAN
REV: 10-14-19/AC PER CITY COMMENT REVIEW DATED 10-16-2018
REV: 10-14-19/AC PER CITY COMMENT REVIEW DATED 10-16-2018
CITY PROJECT NUMBER 18-18-1000028
PREP: AT-02
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EXHIBIT G

PRELIMINARY PLAT OF SUBDIVISION

FOR
NAPERVILLE POLO CLUB



303
P.I.N.
07-01-22-410-002-0004

07-01-22-409-016
07-01-22-409-012
07-01-22-409-011
07-01-22-409-010
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07-01-22-409-007
07-01-22-409-006
07-01-22-409-005
07-01-22-409-004

SE CORNER OF
FOUND MONUMENT RECORD
PER MONUMENT RECORD
RECORD 10-01825

A-1 ZONING
WILL COUNTY
RIVERVIEW FARMSTEAD PRESERVE

UNINCORPORATED
WILL COUNTY
P.I.N.
07-01-27-200-004-0004

50' R.O.W. DEDICATION

PREPARED FOR:
D.R. HORTON, INC.-MIDWEST,
A CALIFORNIA CORPORATION
750 E. BUNKER COURT, SUITE 500
VERNON HILLS, IL 60061
(847) 362-9100

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Naperville, IL 60563-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 637014 FILE NAME: PREWOR
D.D. BR. / PG. NO.: 847/70
DRAWN BY: JAL
DATE: 03-11-2014
XREF: TOPO PROJECT MANAGER: KTS
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REV: 10-12-19/MS PER CITY COMMENT LETTER DATED 10-01-2018
REV: 10-12-19/MS PER CITY COMMENT LETTER DATED 10-01-2018
CITY PROJECT NUMBER 18-18-10000028

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

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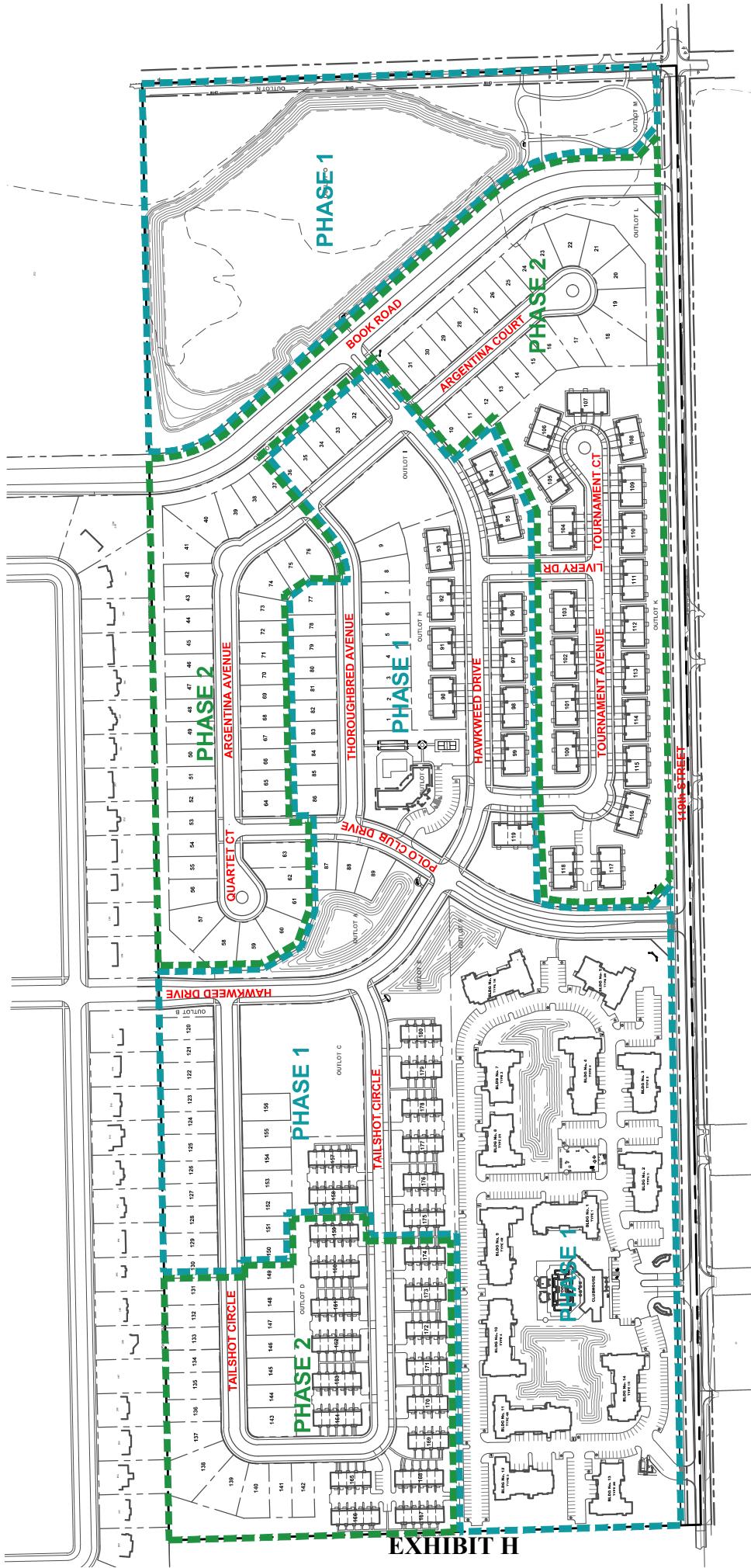
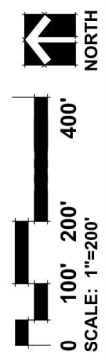


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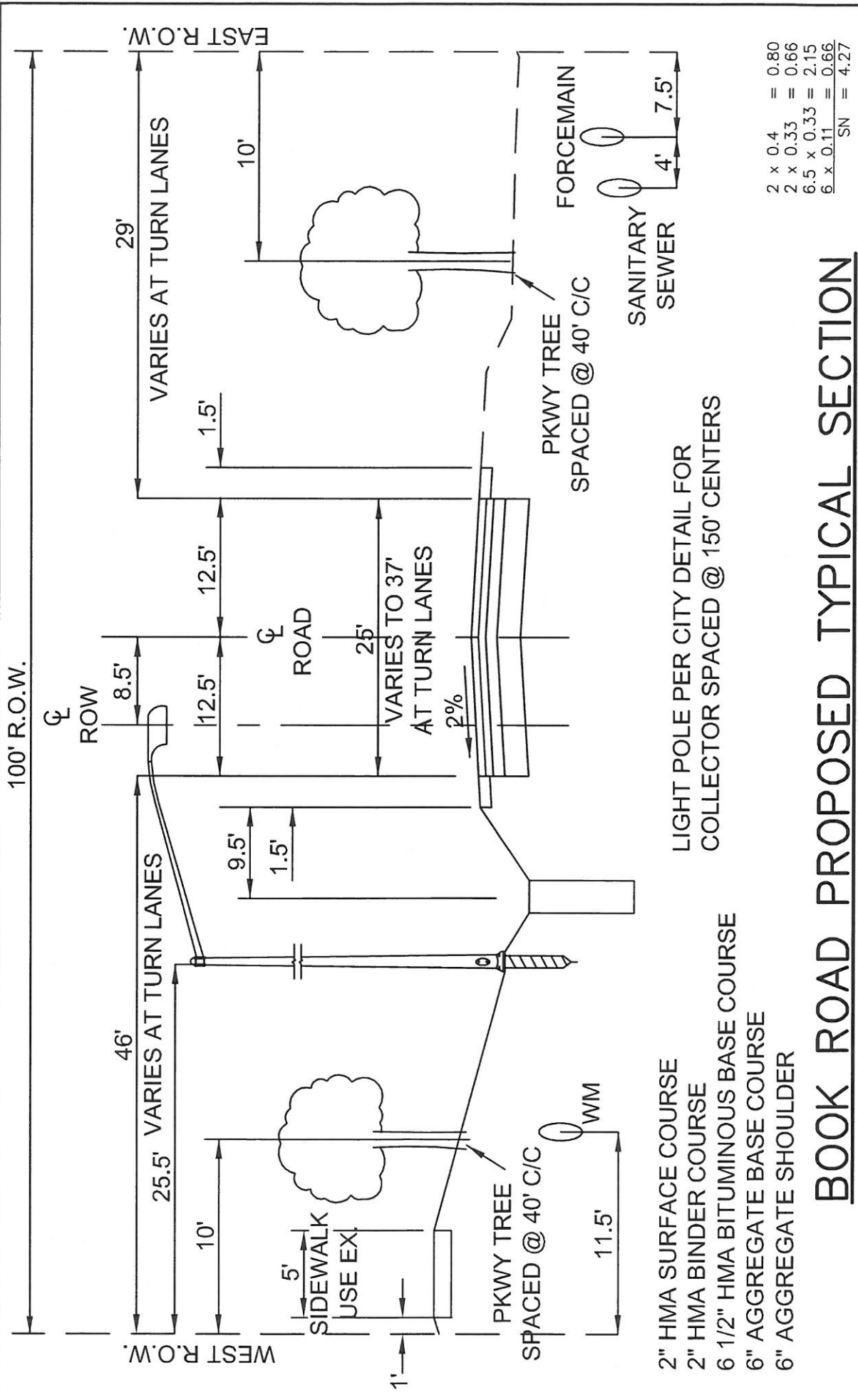


LAND PLANNING
 ECOLOGICAL CONSULTING
 LANDSCAPE ARCHITECTURE
 1100 W. WHEATON, ILLINOIS 60190
 PHONE: 630-682-7197



D·R·HORTON
America's Builder

PHASING EXHIBIT
POLO CLUB
NAPERVILLE, ILLINOIS
 10/10/2018



2 x 0.4	= 0.80
2 x 0.33	= 0.66
6.5 x 0.33	= 2.15
6 x 0.11	= 0.66
SN = 4.27	

LIGHT POLE PER CITY DETAIL FOR COLLECTOR SPACED @ 150' CENTERS

- 2" HMA SURFACE COURSE
- 2" HMA BINDER COURSE
- 6 1/2" HMA BITUMINOUS BASE COURSE
- 6" AGGREGATE BASE COURSE
- 6" AGGREGATE SHOULDER

BOOK ROAD PROPOSED TYPICAL SECTION

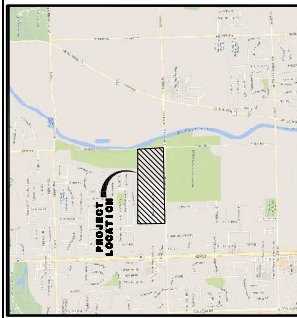
(FINAL WIDTHS AND LANE CONFIGURATIONS TO BE PURSUANT TO ANNEXATION AGREEMENT)

EXHIBIT I

PRELIMINARY ENGINEERING PLAN FOR NAPERVILLE POLO CLUB

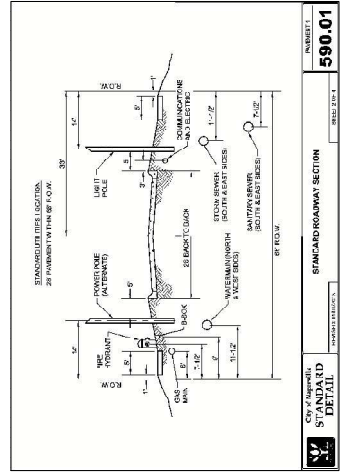
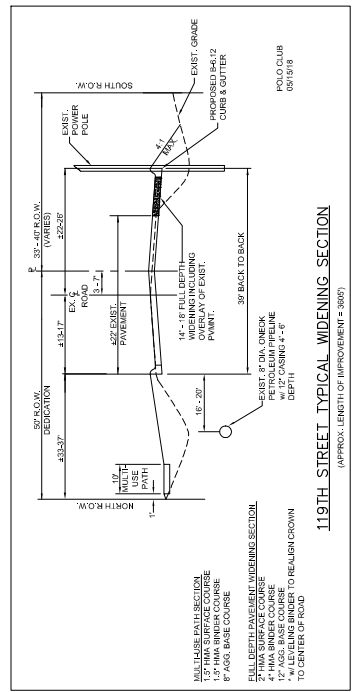
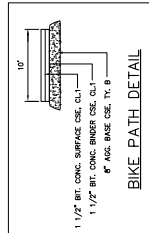
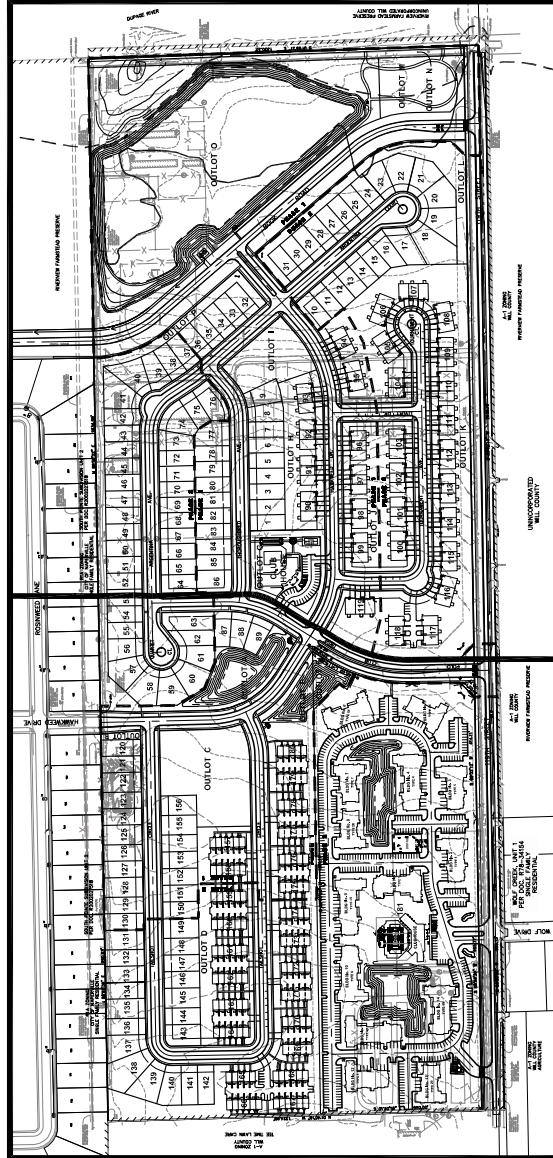
NAPERVILLE, IL
LEGAL DESCRIPTION

PARCEL 1: THE EAST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.
 PARCEL 2: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.
 PARCEL 3: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.
 PARCEL 4: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.
 PARCEL 5: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.
 PARCEL 6: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.
 PARCEL 7: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.
 PARCEL 8: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.
 PARCEL 9: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.
 PARCEL 10: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS.



LOCATION MAP

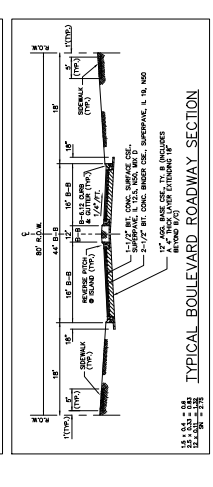
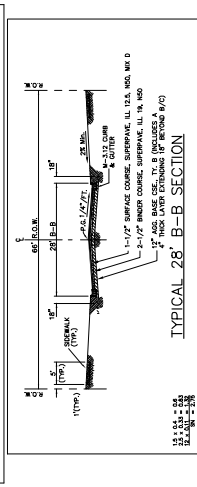
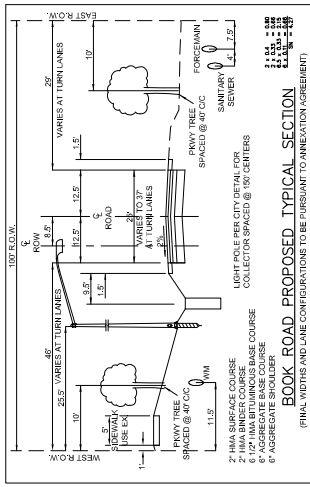
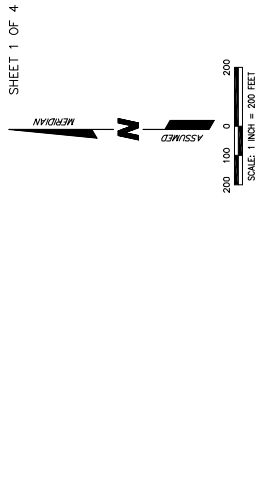
BUILDING PRODUCT TYPE SUMMARY:
 89 ASSESSED SINGLE FAMILY LOTS
 37 TRANSITIONAL SINGLE FAMILY LOTS
 230 APARTMENT UNITS



119TH STREET TYPICAL WIDENING SECTION
(APPROX. LENGTH OF IMPROVEMENT = 300')

SEMI-CIRCULAR ROUNDAWAY SECTION

590.01



PREPARED FOR:
 D.R. HORTON, INC. - MIDWEST,
 A CALIFORNIA CORPORATION
 750 E. BUNKER COURT, SUITE 500
 VERNON HILLS, IL 60061
 (847) 362-9100

PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100
 Naperville, IL 60563-8675
 PH: 630.862.2100 FAX: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com

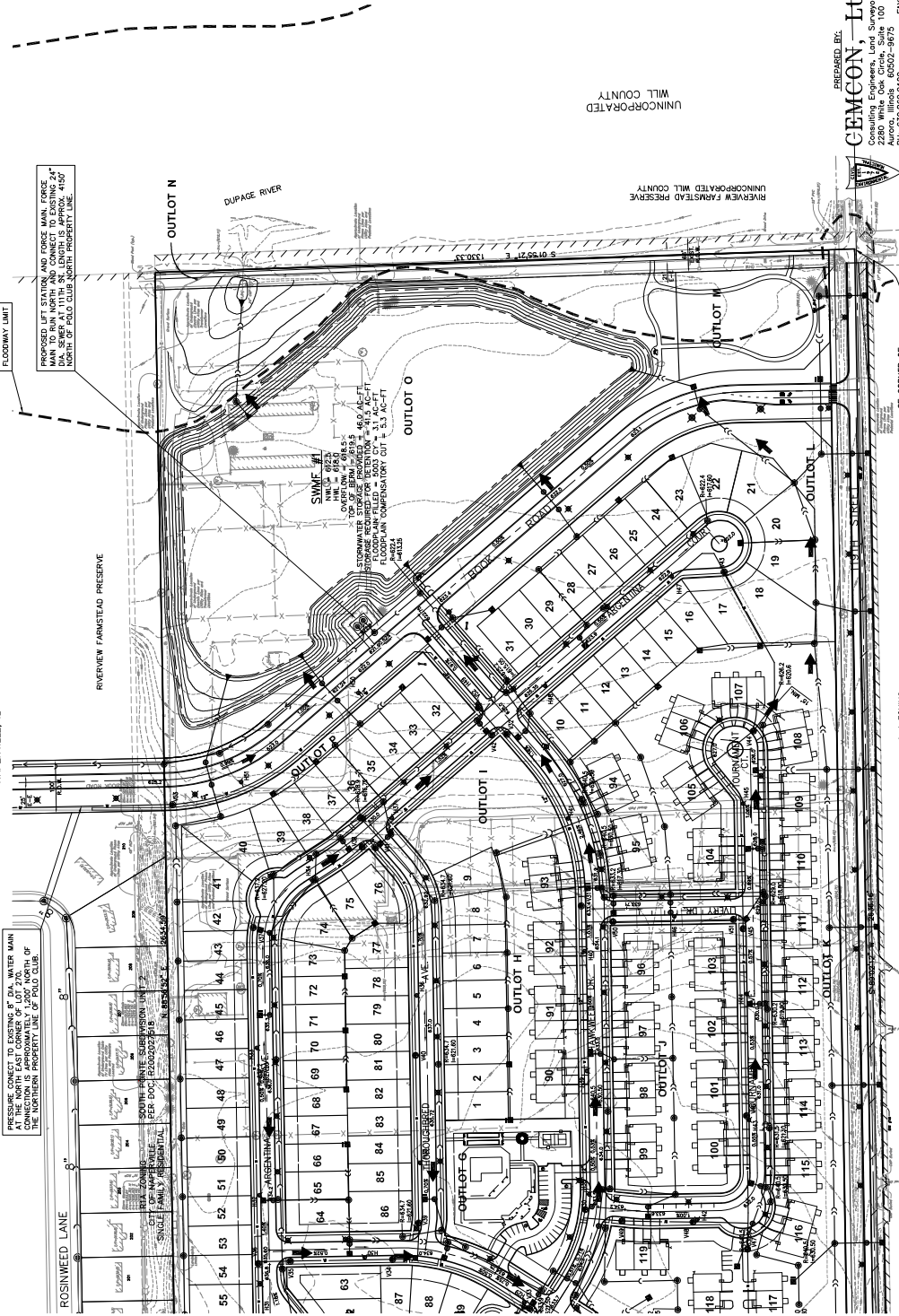
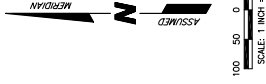
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 XREF: TOPO
 REV: 08-04-14/MS PER CITY COMMENT LETTER DATED 05-31-18
 REV: 08-14-14/MS PER CITY COMMENT LETTER DATED 05-31-18
 REV: 09-25-14/MS PER REVISED LAND PLAN
 REV: 10-14-14/MS PER CITY COMMENT LETTER DATED 08-07-18
 REV: 10-14-14/MS PER CITY COMMENT LETTER DATED 10-16-2018

CITY PROJECT NUMBER 18-018-10000003

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PRELIMINARY ENGINEERING PLAN FOR NAPERVILLE POLO CLUB

NAPERVILLE, IL



PRESSURE CONNECT TO EXISTING 8" DIA. WATER MAIN AT THE NORTH EAST CORNER OF LOT 2700 PORTION OF THE NORTHERN PROPERTY LINE OF POLO CLUB.

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NOTE:
ALL SANITARY SEWER IS 8" DIA. UNLESS OTHERWISE NOTED.
ALL WATER MAIN IS 8" DIA. UNLESS OTHERWISE NOTED AS 12" DIA.

NOTES:
DIMENSIONS SHOW ALONG CURVED LINES ARE ARC DISTANCES.
ALL RIGHTS-OF-WAY ARE TO BE PUBLIC DEDICATIONS.
ALL STREETS, UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED.
STORMWATER STORAGE VOLUMES TO BE PROVIDED AND THE DESIGN OF STORAGE AREAS SHALL BE IN ACCORDANCE WITH THE CITY OF NAPERVILLE AND WILL COUNTY REQUIREMENTS.
UNLESS OTHERWISE NOTED ALL WATERMAIN AND SANITARY SEWER TO BE 8" DIAMETER.
ALL S.E. EASEMENTS MAY BE REQUIRED ON FINAL PLATS BASED ON UTILITY SIZE AND LOCATIONS FROM FINAL ENGINEERING.
FOOT AND FIRMED PAVED DRIVEWAYS SHALL BE CONSTRUCTED ON ALL STORMWATER MANAGEMENT AREAS ON FINAL PLAT.
A BLANKET STYLE STORMWATER MANAGEMENT EASEMENT WILL BE REQUIRED ON ALL STORMWATER MANAGEMENT AREAS.
STORMWATER MANAGEMENT AREAS SHALL BE MAINTAINED WITH MANS MUST HAVE AN OVERHEAD SEWER SYSTEM WITHIN THE BUILDING.
ANY EXISTING WELLS OR SEPTIC SYSTEMS TO BE REMOVED.
ABANDONED AND/OR SEALED IN ACCORDANCE WITH WILL COUNTY DEPARTMENT REGULATIONS. DOCUMENTATION TO BE PROVIDED TO THE CITY.
ANY TRAILS NOT IN PUBLIC RIGHT-OF-WAY WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
PROPOSED STORMWATER MANAGEMENT STRIPING WILL BE PROVIDED WITH THE FINAL ENGINEERING PLAN.

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		CLEANOUT
		SLOPE INLET BOX
		MANHOLE
		HAND STATION
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		ELEVATION
		WATERMAIN PROTECTION
		SILT FENCE INLET PROTECTOR
		TEMPORARY SILTWAY SILT DITCH CHECK
		SILT FENCE SILT DITCH CHECK
		RIP-RAP
		OVERFLOW ROUTE
		DETECTABLE WARNING TRUNCATED DOME

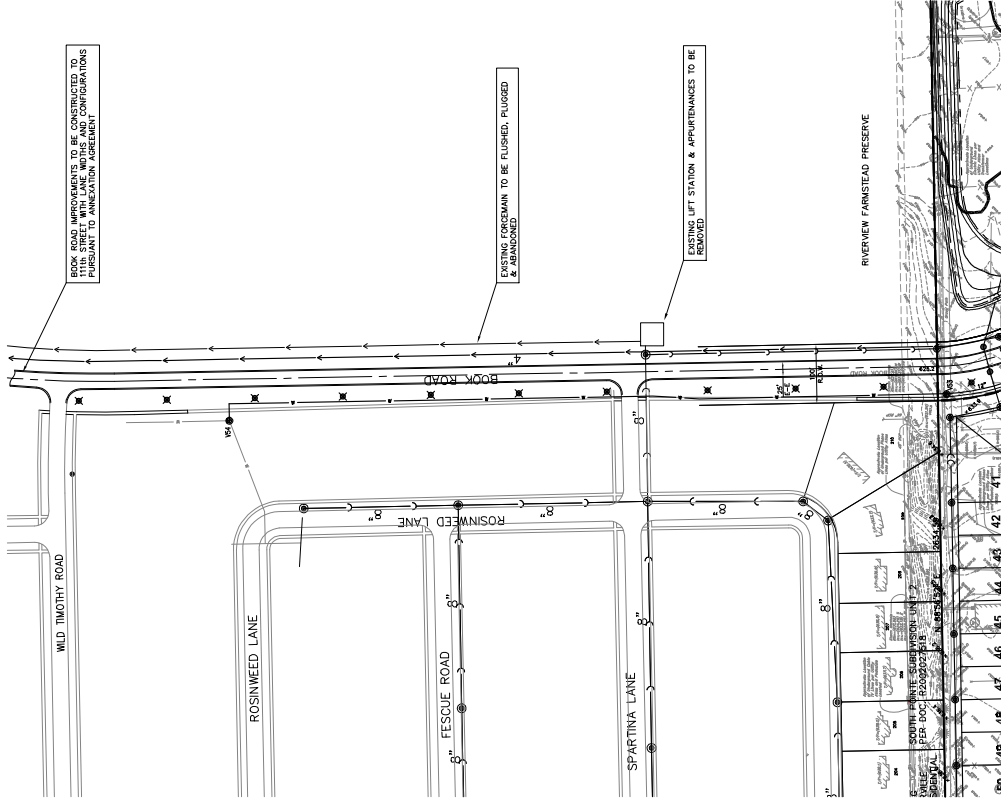
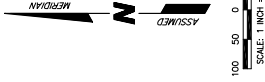
SE CORNER OF SECTION 22-37-9 PER MONUMENT RECORD R2010-051625

ENGINEERED BY:
D.R. HORTON, INC.—MIDWEST,
A CALIFORNIA CORPORATION
750 E. BRUNNEN COURT, SUITE 500
VERNON HILLS, IL 60061
(847) 362-9100

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 637014 FILE NAME: PREDW
DRAWN BY: JAL I.D. BR. / PG. NO.: 8/17/14
DATE: 03-PROJECT MANAGER: KTS
XREF: TOPO
REV: 06-04-19/MS PER CITY COMMENT LETTER DATED 06-31-18
REV: 06-14-19/MS PER CITY COMMENT LETTER DATED 06-31-18
REV: 06-25-19/MS PER REVISED LAND PLAN COMMENT LETTER DATED 06-27-18
REV: 10-12-19/MS PER CITY COMMENT LETTER DATED 10-16-2018
REV: 10-12-19/MS PER CITY COMMENT LETTER DATED 10-16-2018

PRELIMINARY ENGINEERING PLAN FOR NAPERVILLE POLO CLUB NAPERVILLE, IL



NOTE:
ALL SANITARY SEWER IS 8" DIA. UNLESS OTHERWISE NOTED.
ALL WATER MAIN IS 8" DIA. UNLESS OTHERWISE NOTED AS 12" DIA.

NOTES

DIMENSIONS SHOWN ALONG CURVED LINES ARE ARC DISTANCES.
ALL RIGHTS-OF-WAY ARE TO BE PUBLIC DEDICATIONS.
ALL STREETS, UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED.
STORMWATER STORAGE VOLUMES TO BE PROVIDED, AND THE DESIGN OF SUCH STORAGE, SHALL BE IN ACCORDANCE WITH THE CITY OF NAPERVILLE AND ILL. COUNTY REQUIREMENTS.
UNLESS OTHERWISE NOTED ALL WATERMAIN AND SANITARY SEWER TO BE 8" DIAMETER.
ALL 8" DIA. EASEMENTS MAY BE REQUIRED ON FINAL LOTS BASED ON UTILITY SIZE AND LOCATIONS FROM FINAL ENGINEERING.
ALL 100' AND 120' PRIME-STEP PAV. D.E. STORMWATER EASEMENTS WILL BE LOCATED ON ALL STORMWATER MANAGED SITES ON FINAL PLAN.
A BLANKET STYLE STORMWATER MANAGEMENT EASEMENT WILL BE PLACED ON ALL STORMWATER MANAGEMENT AREAS.
ALL STORMWATER MANAGEMENT AREAS SHALL BE MAINTAINED AND MUST HAVE AN OVERHEAD SEWER SYSTEM WITHIN THE BUILDING.
ANY EXISTING WELLS OR SEPTIC SYSTEMS TO BE REMOVED, ABANDONED AND/OR SEALED IN ACCORDANCE WITH ILL. COUNTY REQUIREMENTS. DOCUMENTATION TO BE PROVIDED TO THE CITY.
ANY TRAILS NOT IN PUBLIC RIGHT-OF-WAY WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
ALL PROPOSED DRIVEWAYS AND STRIPING WILL BE PROVIDED WITH THE FINAL ENGINEERING PLAN.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		VALVE
		CLIMATE
		SLOPE INLET BOX
		HEADWALL
		HEAD BRICK
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE A BOX
		WATER VALVE IN VAULT
		FIRE MOUNT
		ELEVATION
		STREET LIGHT
		WATERMAIN PROTECTION
		SILT FENCE INLET PROTECTOR
		TEMPORARY STRAW BALE DITCH CHECK
		SILT FENCE DITCH CHECK
		RIP-RAP
		OVERFLOW ROUTE
		DETECTABLE WARNING THRESCATED SOME

PREPARED FOR:
D.R. HORTON, INC.—MIDWEST,
A CH2M HILL CORPORATION
1000 WEST CENTER STREET, SUITE 500
VERNON HILLS, IL 60061
(847) 362-9100



CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
1000 West Center Street, Suite 500
Vernon Hills, Illinois 60062-9875
PH: 847.362.9100
FAX: 847.362.9100
WWW.CEMCON.COM

PREPARED BY:
DISC NO.: 637014 FILE NAME: PRECON
DRAWN BY: LAL FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 03-28-18 JOB NO.: 637,014
XREF: TOPO 03-28-18/MS PER PROJECT MANAGER - KTS
REV: 07-06-18/MS PER CITY COMMENT REVIEW LETTER DATED 06-21-18
REV: 08-16-18/MS PER CITY COMMENT REVIEW LETTER DATED 08-07-18
REV: 10-03-18/MS PER CITY COMMENT REVIEW LETTER DATED 10-01-2018
CITY PROJECT NUMBER 18-018-1000028

TARGET INDEX NUMBERS

01-22-400-014
01-22-400-015
01-22-400-016
01-22-400-017
01-22-400-018
01-22-400-019
01-22-400-020
01-22-400-021
01-22-400-022
01-22-400-023
01-22-400-024
01-22-400-025

NAPERVILLE, ILLINOIS

PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT FOR NAPERVILLE POLO CLUB

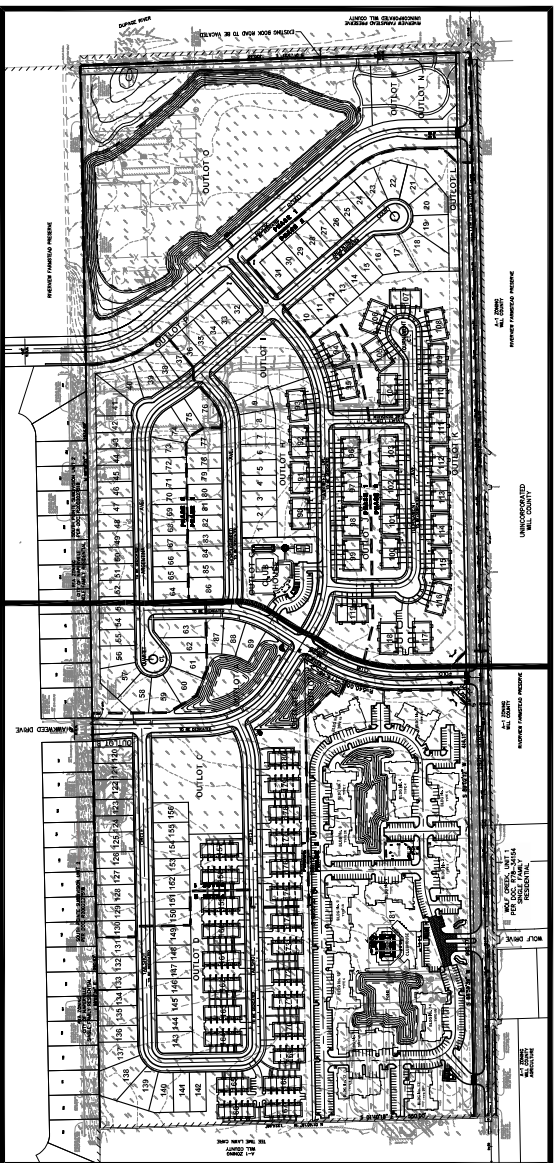
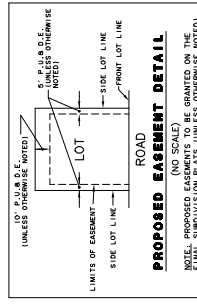
NAPERVILLE, IL

LEGAL DESCRIPTION

PARCEL 1: THE EAST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.
 PARCEL 2: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.
 PARCEL 3: THE WEST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.
 PARCEL 4: THE EAST 329.36 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.
 PARCEL 5: THE WEST 329.36 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.
 PARCEL 6: THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.
 PARCEL 7: THE EAST 329.36 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.
 PARCEL 8: THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.
 PARCEL 9: THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 328.81 FEET THEREOF) IN WILL COUNTY, ILLINOIS.

NOTES

DIMENSIONS SHOWN ALONG CURVED LINES ARE ARC DISTANCES.
 ALL RIGHTS-OF-WAY ARE TO BE PUBLIC DEDICATIONS.
 ALL UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED.
 STORMWATER STORAGE VOLUMES TO BE PROVIDED AND THE DESIGN OF STORMWATER MANAGEMENT FACILITIES SHALL BE IN ACCORDANCE WITH THE LATEST ILLINOIS AND COUNTY REQUIREMENTS.
 UNLESS OTHERWISE NOTED ALL INTERIOR AND SANITARY SEWER TO BE 8" DIAMETER.
 ADDITIONAL P.U. & D.E. EASEMENTS MAY BE REQUIRED ON FINAL ENGINEERING.
 10 FOOT WIDE PERIMETER P.U. & D.E. STRIP STYLE EASEMENTS WILL BE GRANTED ON ALL STORMWATER MANAGEMENT AREAS ON FINAL ENGINEERING.
 A BRACKET STYLE STORMWATER MANAGEMENT EASEMENT WILL BE GRANTED ON ALL SANITARY SERVICE CONNECTIONS TO SANITARY SEWER MAINS.
 ALL SANITARY SERVICE CONNECTIONS TO SANITARY SEWER MAINS MUST HAVE AN OVERHEAD SEWER SYSTEM WITHIN THE BUILDING.
 ANY EXISTING WELLS OR SEPTIC SYSTEMS TO BE REMOVED.
 HEAVY DEPT. REGULATIONS, DOCUMENTATION TO BE PROVIDED TO THE CITY.
 THE HOME OWNERS ASSOCIATION.
 APPROPRIATE STORAGE AND STRIPING WILL BE MAINTAINED BY THE FINAL ENGINEERING STAFF.



LINE LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- PROPOSED LOT LINE/PROPERTY LINE (Solid Line)
- EXISTING LOT LINE/PROPERTY LINE (Dashed Line)
- PROPOSED EASEMENT LINE/LIMITS (Thin Solid Line)
- EXISTING EASEMENT LINE/LIMITS (Thin Dashed Line)
- CENTER LINE (Thin Solid Line)
- EXISTING EASEMENT LINE/LIMITS (Thin Dashed Line)
- UNDERLYING PARCEL/LAND LINE (Thin Solid Line)
- UNDERLYING PARCEL/LAND LINE (Thin Dashed Line)
- PHASE DESIGNATION LINE (Thin Solid Line)
- EXISTING RIGHT OF WAY LINE (Thin Dashed Line)
- STREET LINE WITH DASHED DASH (Thin Dashed Line)

ABBREVIATIONS

- N. - NORTH
- E. - EAST
- S. - SOUTH
- W. - WEST
- DOC. - DOCUMENT
- MON. - MONUMENT
- ON LINE - ON LINE
- B.B. - BACK TO BACK
- R.R. - RAILROAD
- SEC. - SECTION
- L. - LOT
- R.O.W. - RIGHT OF WAY
- MON. P. - MONUMENT POINT
- 1/4 - QUARTER
- S/F - SQUARE FEET
- B/C - BACK OF CURB

P.U. & D.E. - (NO LINES SHALL BE LIT, AND NO LINES SHALL BE GRANTED, UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR IN THESE PROVISIONS.)

NOTES:

- THE UNIMPAVED SPACES BETWEEN THE BUNDLED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 22-37-9 BEING S 8902'12" W (ASSUMED).
- LOT DIMENSIONS & AREAS ARE APPROXIMATIONS AND WILL VARY AT TIME OF FINAL PLATING.
- PHASES OF PROJECT WILL BE ADDRESSED AT TIME OF FINAL PLATING.

PARKING DATA

LAND USE	REQ. UNITS	PROVIDED UNITS	DEF. PARKING UNITS
Shedrow	131	202	71
Multi Family	290	380	90

CLUB HOUSE PARKING REQUIREMENTS

LAND USE	REQ. UNITS	PROVIDED UNITS	DEF. PARKING UNITS
Club House	870	27	843

LOCATION MAP

STATEMENT OF INTENT AND CONSENT

POLO CLUB IS A PLANNED UNIT DEVELOPMENT THAT WILL OFFER LUXURY APARTMENTS, REAR ENTRY TOWNHOME PHASE, TOWNHOME CONDOS, FOR THE INTERMEDIATE MARKET AND COMMON OPEN SPACE. THE DEVELOPMENT IS SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS. THE DEVELOPMENT IS DESIGNED TO COMPLEMENT THE EXISTING NEIGHBORHOOD CHARACTER AND MAINTAIN THE RURAL CHARACTER OF THE AREA. THE DEVELOPMENT WILL BE A MIXED USE DEVELOPMENT WITH A COMMON OPEN SPACE, SINGLE FAMILY ATTACHED, AND MULTIFAMILY AREAS WERE CALCULATED BY GARY R. MEYER ASSOCIATES, INC. AND WILL BE DETAILING FOR A MORE DETAILED LOOK AT HOW THESE NUMBERS WERE DERIVED.

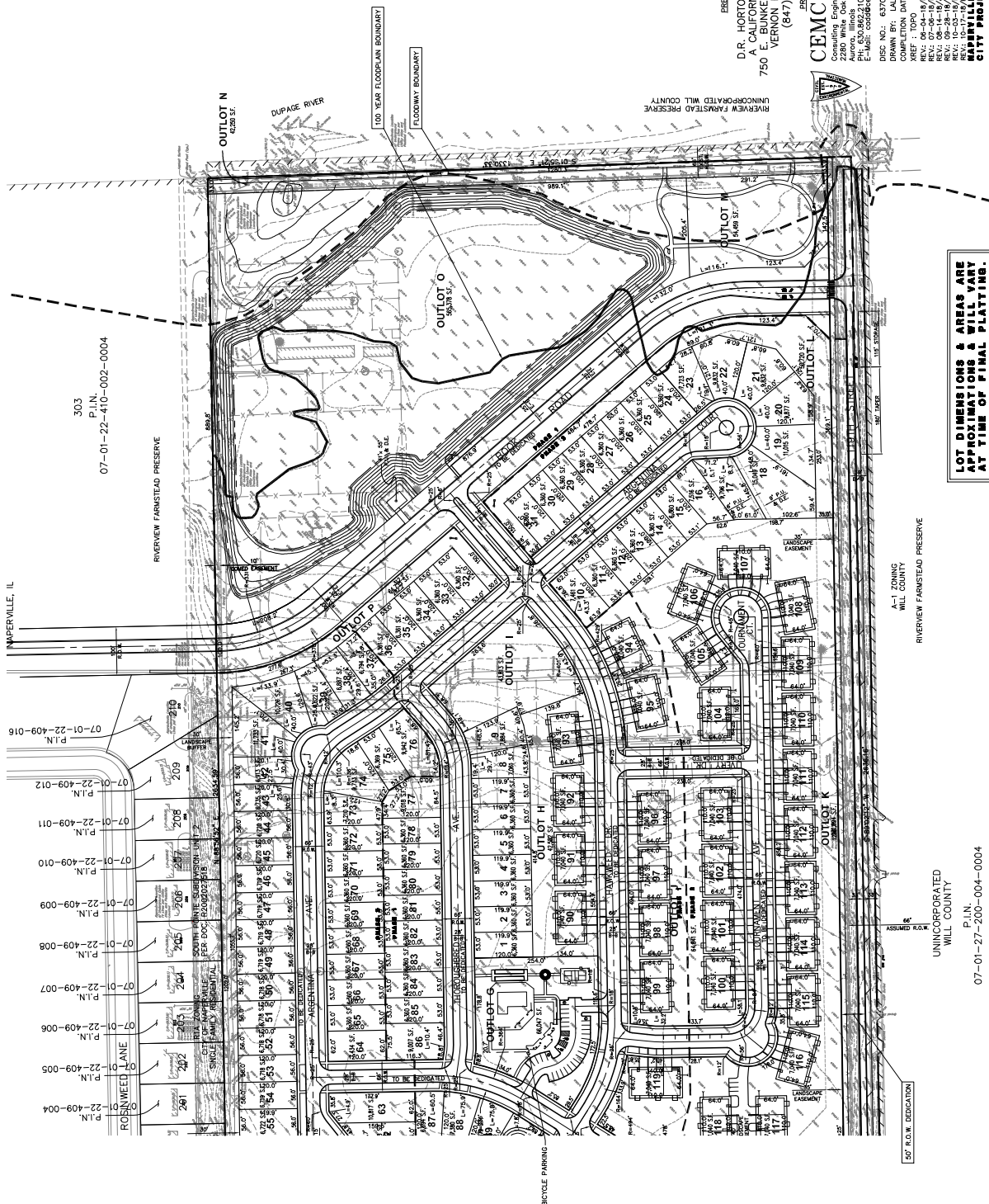
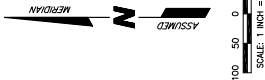
LOT AREA TABLE

LOT NO.	LOT AREA (SQ. FT.)	LOT AREA (AC.)	LOT AREA (SQ. FT.)	LOT AREA (AC.)
1	6,506	0.15	7,240	0.17
2	6,506	0.15	7,240	0.17
3	6,506	0.15	7,240	0.17
4	6,506	0.15	7,240	0.17
5	6,506	0.15	7,240	0.17
6	6,506	0.15	7,240	0.17
7	6,506	0.15	7,240	0.17
8	6,506	0.15	7,240	0.17
9	6,506	0.15	7,240	0.17
10	6,506	0.15	7,240	0.17
11	6,506	0.15	7,240	0.17
12	6,506	0.15	7,240	0.17
13	6,506	0.15	7,240	0.17
14	6,506	0.15	7,240	0.17
15	6,506	0.15	7,240	0.17
16	6,506	0.15	7,240	0.17
17	6,506	0.15	7,240	0.17
18	6,506	0.15	7,240	0.17
19	6,506	0.15	7,240	0.17
20	6,506	0.15	7,240	0.17
21	6,506	0.15	7,240	0.17
22	6,506	0.15	7,240	0.17
23	6,506	0.15	7,240	0.17
24	6,506	0.15	7,240	0.17
25	6,506	0.15	7,240	0.17
26	6,506	0.15	7,240	0.17
27	6,506	0.15	7,240	0.17
28	6,506	0.15	7,240	0.17
29	6,506	0.15	7,240	0.17
30	6,506	0.15	7,240	0.17
31	6,506	0.15	7,240	0.17
32	6,506	0.15	7,240	0.17
33	6,506	0.15	7,240	0.17
34	6,506	0.15	7,240	0.17
35	6,506	0.15	7,240	0.17
36	6,506	0.15	7,240	0.17
37	6,506	0.15	7,240	0.17
38	6,506	0.15	7,240	0.17
39	6,506	0.15	7,240	0.17
40	6,506	0.15	7,240	0.17
41	6,506	0.15	7,240	0.17
42	6,506	0.15	7,240	0.17
43	6,506	0.15	7,240	0.17
44	6,506	0.15	7,240	0.17
45	6,506	0.15	7,240	0.17
46	6,506	0.15	7,240	0.17
47	6,506	0.15	7,240	0.17
48	6,506	0.15	7,240	0.17
49	6,506	0.15	7,240	0.17
50	6,506	0.15	7,240	0.17

SITE DATA

TOTAL AREA	110.07 AC.
INTERNAL R.O.W.	4.17 AC.
EXTERNAL R.O.W.	0.97 AC.
ROAD RIGHT OF WAY	5.14 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	21.67 AC.
INTERNAL R.O.W.	18.70 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	44.46 AC.
INTERNAL R.O.W.	41.79 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	67.55 AC.
INTERNAL R.O.W.	64.85 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	90.61 AC.
INTERNAL R.O.W.	87.91 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	113.67 AC.
INTERNAL R.O.W.	110.97 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	136.73 AC.
INTERNAL R.O.W.	134.03 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	159.79 AC.
INTERNAL R.O.W.	157.09 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	182.85 AC.
INTERNAL R.O.W.	180.15 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	205.91 AC.
INTERNAL R.O.W.	203.21 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	228.97 AC.
INTERNAL R.O.W.	226.27 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	252.03 AC.
INTERNAL R.O.W.	249.33 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	275.09 AC.
INTERNAL R.O.W.	272.39 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	298.15 AC.
INTERNAL R.O.W.	295.45 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	321.21 AC.
INTERNAL R.O.W.	318.51 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	344.27 AC.
INTERNAL R.O.W.	341.57 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	367.33 AC.
INTERNAL R.O.W.	364.63 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	390.39 AC.
INTERNAL R.O.W.	387.69 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	413.45 AC.
INTERNAL R.O.W.	410.75 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	436.51 AC.
INTERNAL R.O.W.	433.81 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	459.57 AC.
INTERNAL R.O.W.	456.87 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	482.63 AC.
INTERNAL R.O.W.	479.93 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	505.69 AC.
INTERNAL R.O.W.	502.99 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	528.75 AC.
INTERNAL R.O.W.	526.05 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	551.81 AC.
INTERNAL R.O.W.	549.11 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	574.87 AC.
INTERNAL R.O.W.	572.17 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	597.93 AC.
INTERNAL R.O.W.	595.23 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	620.99 AC.
INTERNAL R.O.W.	618.29 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	644.05 AC.
INTERNAL R.O.W.	641.35 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	667.11 AC.
INTERNAL R.O.W.	664.41 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	690.17 AC.
INTERNAL R.O.W.	687.47 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	713.23 AC.
INTERNAL R.O.W.	710.53 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	736.29 AC.
INTERNAL R.O.W.	733.59 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	759.35 AC.
INTERNAL R.O.W.	756.65 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	782.41 AC.
INTERNAL R.O.W.	779.71 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	805.47 AC.
INTERNAL R.O.W.	802.77 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	828.53 AC.
INTERNAL R.O.W.	825.83 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	851.59 AC.
INTERNAL R.O.W.	848.89 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	874.65 AC.
INTERNAL R.O.W.	871.95 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	897.71 AC.
INTERNAL R.O.W.	895.01 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	920.77 AC.
INTERNAL R.O.W.	918.07 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	943.83 AC.
INTERNAL R.O.W.	941.13 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	966.89 AC.
INTERNAL R.O.W.	964.19 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	989.95 AC.
INTERNAL R.O.W.	987.25 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	1013.01 AC.
INTERNAL R.O.W.	1010.31 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	1036.07 AC.
INTERNAL R.O.W.	1033.37 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	1059.13 AC.
INTERNAL R.O.W.	1056.43 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	1082.19 AC.
INTERNAL R.O.W.	1079.49 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	1105.25 AC.
INTERNAL R.O.W.	1102.55 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	1128.31 AC.
INTERNAL R.O.W.	1125.61 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS	15.39 AC.
TOTAL R.O.W.	1151.37 AC.
INTERNAL R.O.W.	1148.67 AC.
EXTERNAL R.O.W.	2.67 AC.
ROAD RIGHT OF WAY	7.70 AC.
LOCAL STREETS</	

PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT FOR NAPERVILLE POLO CLUB



303
P.I.N.
07-01-22-410-002-0004

07-01-22-409-016
P.I.N.
07-01-22-409-012
P.I.N.
07-01-22-409-011
P.I.N.
07-01-22-409-010
P.I.N.
07-01-22-409-009
P.I.N.
07-01-22-409-008
P.I.N.
07-01-22-409-007
P.I.N.
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P.I.N.
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07-01-22-409-004
P.I.N.

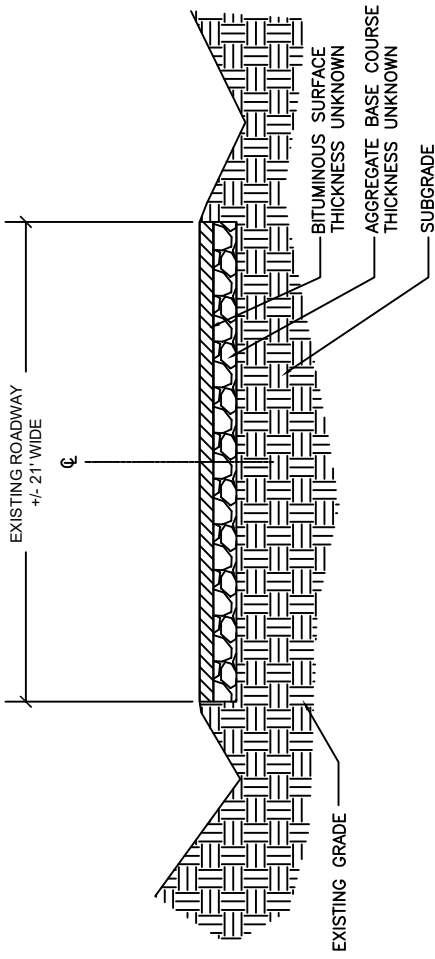
LOT DIMENSIONS & AREAS ARE APPROXIMATE & WILL VARY AT TIME OF FINAL PLATING.

UNINCORPORATED
WILL COUNTY
P.I.N.
07-01-27-200-004-0004

PREPARED FOR:
D.R. HORTON, INC.-MIDWEST,
A CALIFORNIA CORPORATION
750 E. BUNKER COURT, SUITE 500
VERNON HILLS, IL 60061
(847) 362-9100

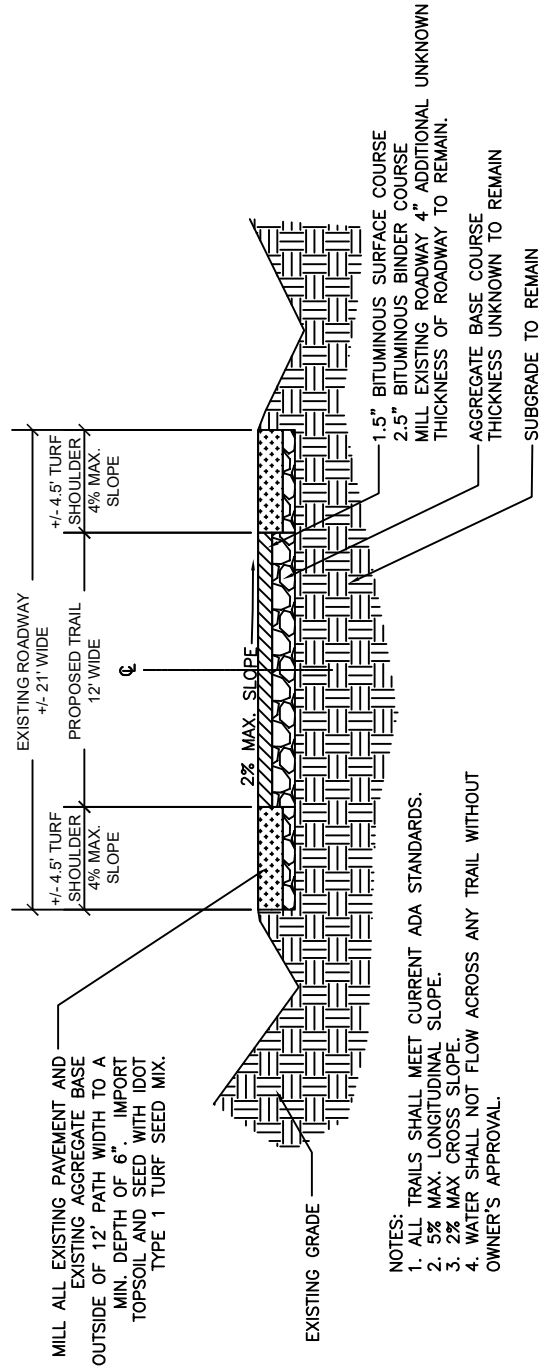
PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Naperville, IL 60563-8675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 637014 FILE NAME: PREDEV
D. DATE: 03-14-14 PG. NO.: 84/70
DRAWN BY: JAL CD. BY: BVP/PC
CHECKED BY: JAL CD. BY: BVP/PC
XREF: TOPO PROJECT MANAGER: KTS
REV: 06-04-19/MS PER CITY COMMENT LETTER DATED 05-31-18
REV: 06-04-19/AC PER CITY COMMENT LETTER DATED 05-31-18
REV: 06-14-19/AC PER CITY COMMENT LETTER DATED 06-07-18
REV: 06-25-19/AC PER REVISED LAND PLAN
REV: 06-25-19/AC PER REVISED LAND PLAN
REV: 10-12-19/AC PER CITY COMMENT LETTER DATED 10-16-2018
REV: 10-12-19/AC PER CITY COMMENT LETTER DATED 10-16-2018
CITY PROJECT NUMBER 18-18-1000002



EXISTING ROAD SECTION

NOT TO SCALE



PROPOSED TRAIL SECTION

NOT TO SCALE

- NOTES:
1. ALL TRAILS SHALL MEET CURRENT ADA STANDARDS.
 2. 5% MAX LONGITUDINAL SLOPE.
 3. 2% MAX CROSS SLOPE.
 4. WATER SHALL NOT FLOW ACROSS ANY TRAIL WITHOUT OWNER'S APPROVAL.

12" WHITE THERMOPLASTIC SIDE STRIPES & DIAGONAL STRIPES, MATCH WIDTH OF TRAIL (AT PAVED ROADS ONLY)

12" WIDE WHITE PAINTED STOP BAR

3' TURF SHOULDER

30 LF OF 4" WIDE YELLOW PAINTED STRIPE, EXTEND BEYOND BOLLARDS ON BITUMINOUS TRAIL ONLY

XING ROAD

"STOP AHEAD" SIGN (18" FOR TRAIL), 2 EACH INTERSECTION, TYP.

STOP SIGN (18" FOR TRAIL), 2 EACH INTERSECTION, TYP.

SIGHT TRIANGLE, TYP. CLEAR AND MOW FOR VISIBILITY;

LIMB UP TREES TO 8' HT. EXTEND AREA TO PROPERTY CORNERS OR 45 d. ANGLE FROM BOLLARD

CONCRETE SIDEWALK, WHERE PRESENT

75LF OF 2" THICK BITUMINOUS SURFACE COURSE WITH ASPHALTIC SLURRY SEAL MIX. FROM ROAD TO END OF ROAD CROSSING PAINT (FOR HORSE TRAILS ONLY)

4" WIDE YELLOW PAINTED STRIPE FROM STOP BAR BEYOND BOLLARD TO END OF ROAD CROSSING PAINT

TIP DOWN BOLLARD (SEE DETAIL)

XING ROAD

TRAIL WIDTH VARIES, 10-12'

TRAILHEAD SIGN (SEE DETAIL)

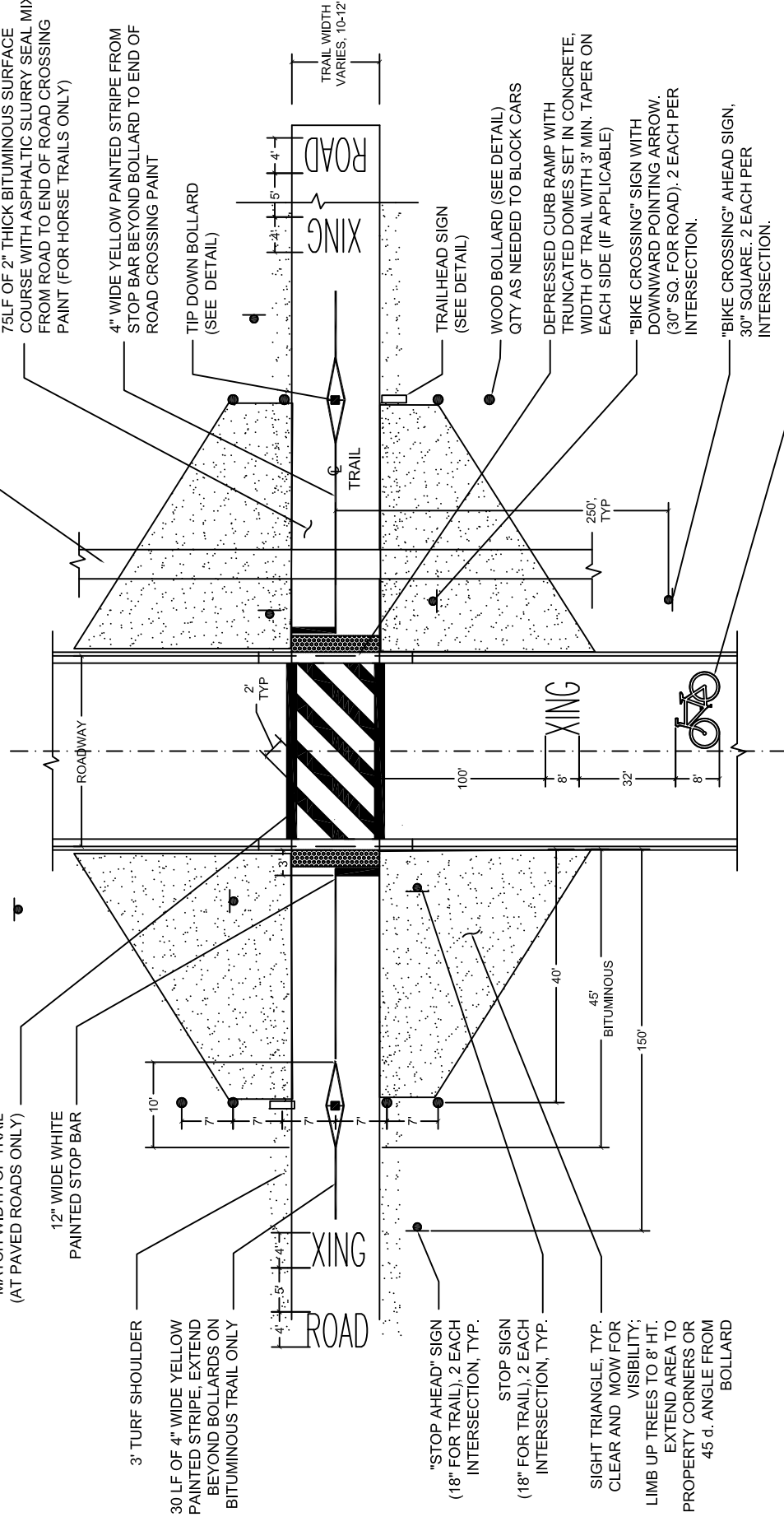
WOOD BOLLARD (SEE DETAIL) QTY AS NEEDED TO BLOCK CARS

DEPRESSED CURB RAMP WITH TRUNCATED DOMES SET IN CONCRETE, WIDTH OF TRAIL WITH 3' MIN. TAPER ON EACH SIDE (IF APPLICABLE)

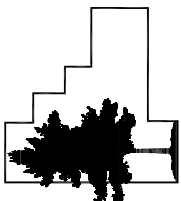
"BIKE CROSSING" SIGN WITH DOWNWARD POINTING ARROW. (30" SQ. FOR ROAD), 2 EACH PER INTERSECTION.

"BIKE CROSSING" AHEAD SIGN, 30" SQUARE, 2 EACH PER INTERSECTION.

WHITE THERMOPLASTIC "XING" AND BICYCLE SYMBOL IN EACH APPROACH LANE



GROUP EXHIBIT L



TRAIL ROADWAY CROSSING DETAIL

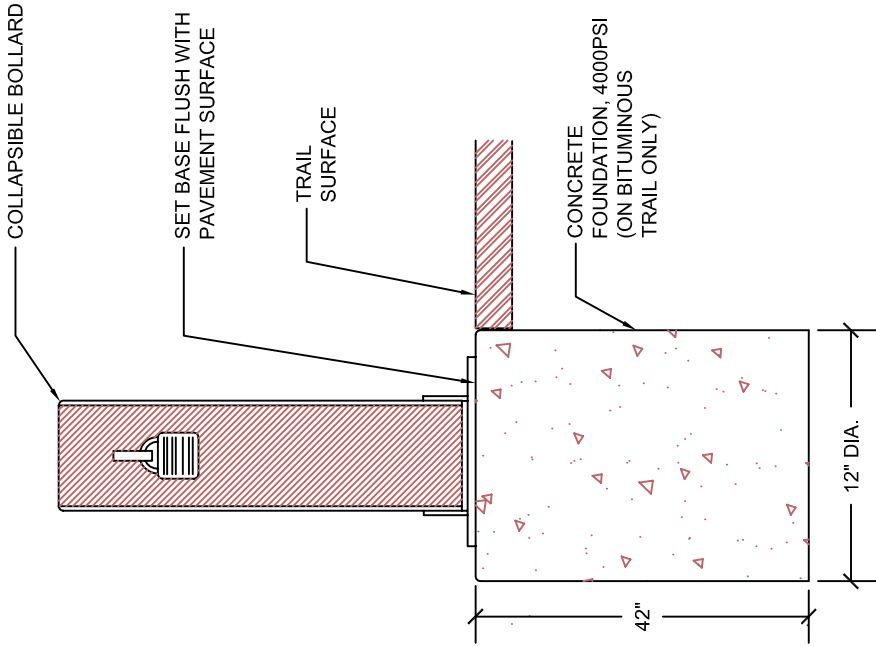
17540 Laraway Road Joliet, IL 60433 815-727-8700

Scale: Not to Scale

Revision Date: 05/07/2013

Sheet

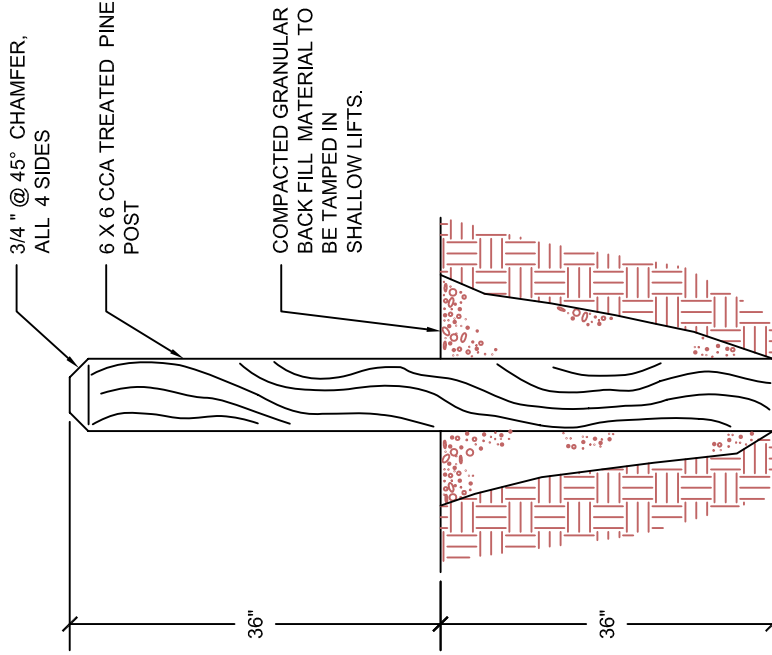
X of X



NOTES:
 1. COLLAPSIBLE BOLLARD SHALL BE MANUFACTURED BY TRAFFICGUARD (877-727-7347), DOUBLE POST MODEL WITH DOUBLE LOCKS AND OPTIONAL PIN.
 2. INSTALL SO THAT BOLLARD LIES FLAT ON PAVEMENT WHEN UNLOCKED. OPEN BOLLARD TO BE FLUSH WITH PAVEMENT AND PARALLEL TO EDGES OF TRAIL.

TIP-DOWN BOLLARD

NOT TO SCALE

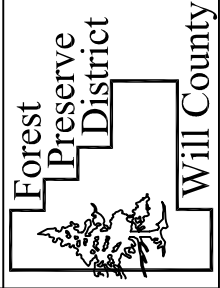


NOTES:
 1. QTY. AS NEEDED TO BLOCK CARS

WOOD BOLLARD

NOT TO SCALE

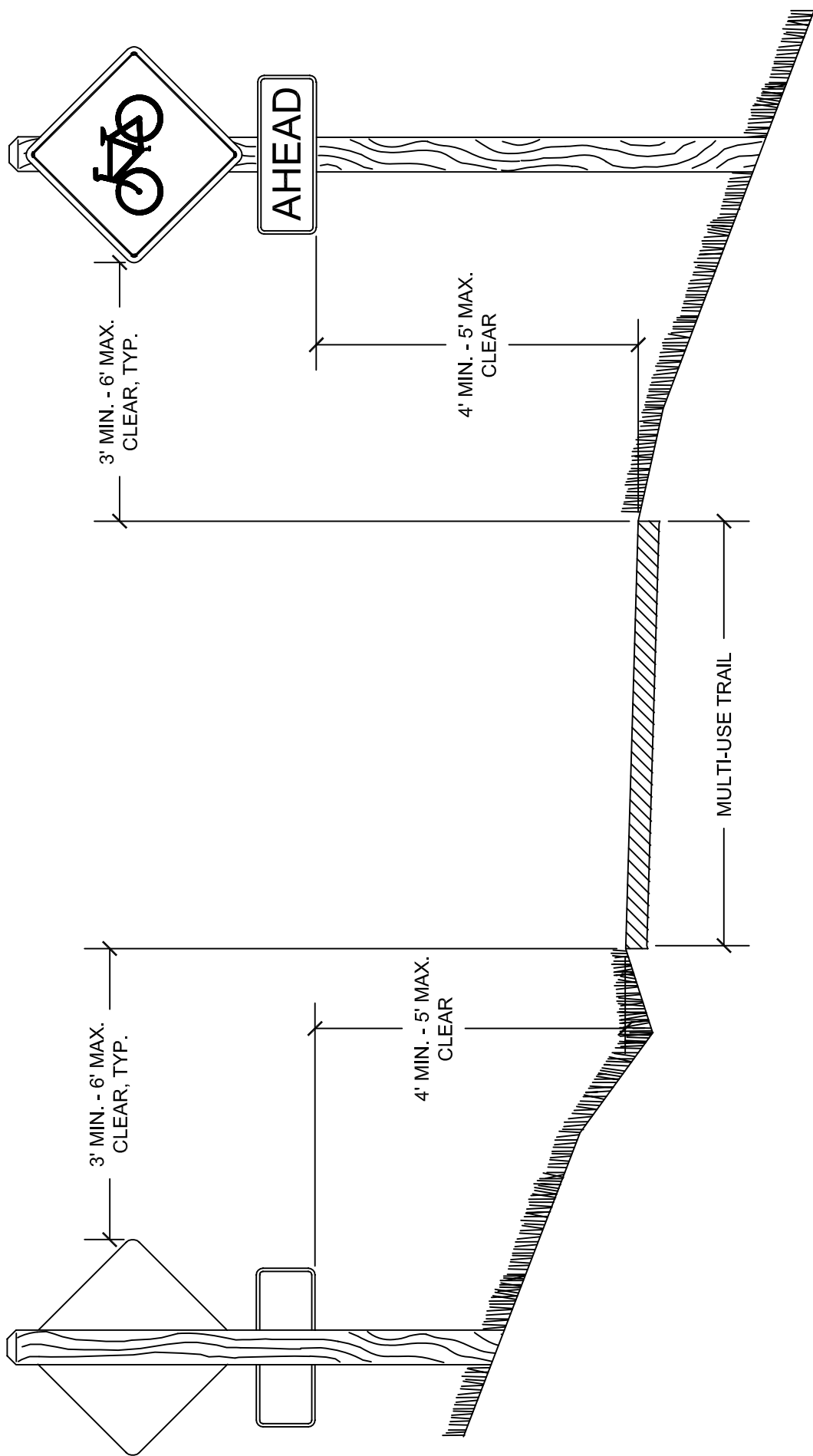
GROUP EXHIBIT L



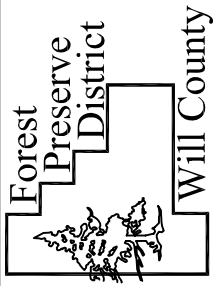
TRAIL BOLLARDS
Standard Details - Trails

17540 Laraway Road Joliet, IL 60433 815-727-8700

Scale: Not to Scale



GROUP EXHIBIT L



SIGN PLACEMENT

Standard Details - Trails

17540 Laraway Road Joliet, IL 60433 815-727-8700

Scale: Not to Scale

Sheet
6
of X

Revision Date: 03/13/06

Preliminary Landscape Plan Polo Club Naperville, Illinois October 18, 2018



LOCATION MAP
SCALE: 1"=600'

D·R·HORION
America's Builder

CONSULTANTS:

LANDSCAPE ARCHITECT:

GARY R. WEBER ASSOCIATES, INC
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187



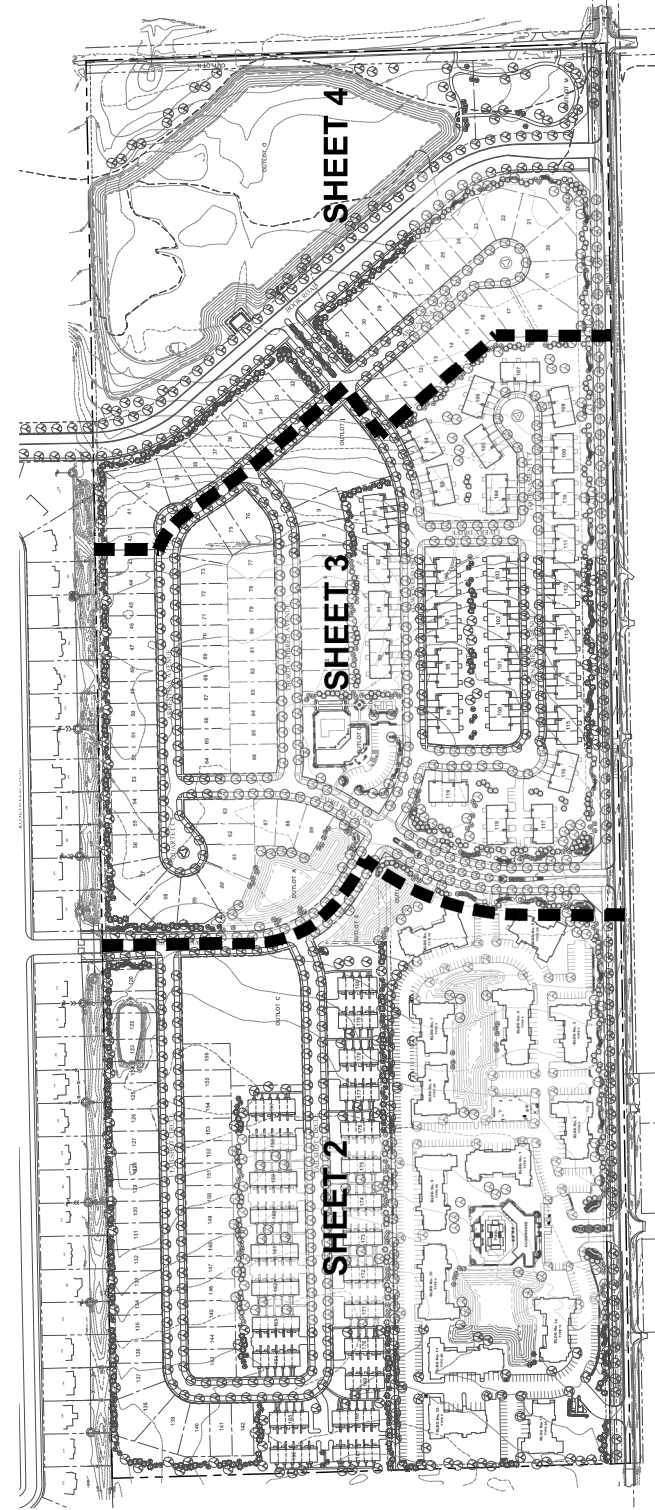
CIVIL ENGINEER:

CEMCON, LTD.
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60502



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	PRELIMINARY LANDSCAPE PLAN
3	PRELIMINARY LANDSCAPE PLAN
4	PRELIMINARY LANDSCAPE PLAN
5	LANDSCAPE DETAILS
6	LANDSCAPE DETAILS
7	TYPICAL FOUNDATION LANDSCAPE PLANS
8	TREE PRESERVATION PLAN



- GENERAL NOTES**
- TREES SHALL BE INSTALLED A MINIMUM OF FIVE (5) FEET HORIZONTALLY FROM UNDERGROUND UTILITY LINES AND IS RESPONSIBLE FOR ANY SANITARY SERVICES, WATER MAINS, AND WATER SERVICES. PILES SHALL BE INSTALLED FROM UTILITY STRUCTURES AND NOT LIMITED TO HANDHOLES, VALVE VAULTS, VALVE BOXES OR MANHOLES. PILES SHALL BE INSTALLED IN FRONT OF, ON THE SIDES, AND TO THE REAR OF THE ELECTRICAL TRANSFORMER SERVICE ADJUSTMENT BASED ON FINAL ENGINEERING PLANS.
 - CONTRACTOR SHALL VERIFY UNDERGROUND UTILITY LINES AND IS RESPONSIBLE FOR ANY SANITARY SERVICES, WATER MAINS, AND WATER SERVICES.
 - CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION OF ANY LANDSCAPE CONSTRUCTION.
 - MATERIAL QUANTITIES SHOWN ARE FOR CONTRACTOR'S CONVENIENCE ONLY. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LINES AND IS RESPONSIBLE FOR ANY SANITARY SERVICES, WATER MAINS, AND WATER SERVICES. PILES SHALL BE INSTALLED FROM UTILITY STRUCTURES AND NOT LIMITED TO HANDHOLES, VALVE VAULTS, VALVE BOXES OR MANHOLES. PILES SHALL BE INSTALLED IN FRONT OF, ON THE SIDES, AND TO THE REAR OF THE ELECTRICAL TRANSFORMER SERVICE ADJUSTMENT BASED ON FINAL ENGINEERING PLANS.
 - CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION OF ANY LANDSCAPE CONSTRUCTION.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT AT PLACE OF GROWTH OR AT SITE BEFORE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, STATE OF ILLINOIS MUNICIPAL REQUIREMENTS, AND LOCAL REQUIREMENTS.
 - CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, AND INSURANCE NECESSARY TO COMPLETE THIS WORK. ALL CONDITIONS AND SPECIFICATIONS FOR LANDSCAPE WORK FOR ADDITIONAL REQUIREMENTS.

REPRESENTATIVE PLANT LIST

Key	Botanical/Common Name	Size	Remarks
	SHADE TREES		
	Aster 'Inermis' 'Ludlow's Red'	2 1/2" Col.	
	AUTUMN BLAZE MAPLE	2 1/2" Col.	
	Aster 'Inermis' 'Inermis'	2 1/2" Col.	
	STATE STREET MAPLE	2 1/2" Col.	
	Aster 'Inermis' 'Inermis'	2 1/2" Col.	
	GREEN MOUNTAIN SUGAR MAPLE	2 1/2" Col.	
	Celtis occidentalis	2 1/2" Col.	
	COMMON HACKBERRY	2 1/2" Col.	
	Gleditsia triacanthos var. 'Inermis' 'Skyline'	2 1/2" Col.	
	SKYLINE HONEYLOCUST	2 1/2" Col.	
	Platanus x scortellii 'Exclamation'	2 1/2" Col.	
	EXCLAMATION! LONDON PLANETREE	2 1/2" Col.	
	Quercus bicolor	2 1/2" Col.	
	SHARP WHITE OAK	2 1/2" Col.	
	Quercus rubra	2 1/2" Col.	
	RED OAK	2 1/2" Col.	
	Quercus macrocarpa	2 1/2" Col.	
	BUR OAK	2 1/2" Col.	
	Tilia americana 'Redmond'	2 1/2" Col.	
	REDMOND LINDEN	2 1/2" Col.	
	Tilia cordata 'Greenleaf'	2 1/2" Col.	
	GREENLEAF LINDEN	2 1/2" Col.	
	NEW JERSEY SPICEDLEAF ELM	2 1/2" Col.	
	ORNAMENTAL TREES		
	Amelanchier canadensis	6' Tall	Multi-Stem
	APPLE SERVICEBERRY	6' Tall	Multi-Stem
	Betula nigra	6' Tall	Multi-Stem
	RIVER BIRCH	6' Tall	Multi-Stem
	Cercis canadensis	6' Tall	Multi-Stem
	EASTERN REDBUD	6' Tall	Multi-Stem
	Crataegus crus-galli 'Inermis'	6' Tall	Multi-Stem
	THORNLESS COCKSPUR HAMTHORN	6' Tall	Multi-Stem
	Flora 'Frostfire'	6' Tall	Multi-Stem
	RAINFIRE CRABAPPLE	6' Tall	Multi-Stem
	Syringa reticulata 'Ivory Silk'	6' Tall	Multi-Stem
	IVORY SILK JAPANESE TREE LILAC	6' Tall	Multi-Stem

OVERALL LANDSCAPE PLAN

Key	Botanical/Common Name	Size	Remarks
	PERENNIALS AND ORNAMENTAL GRASSES		
	Allium 'Spartan Beauty'	#1	18" O.C.
	SUMMER BEAUTY ONION	#2	24" O.C.
	FEATHER REED GRASS	#1	18" O.C.
	Coleman's x scottii 'Karl Foerster'	#2	24" O.C.
	Hemerocallis 'Happy Returns'	#1	18" O.C.
	HAPPY RETURNS DAYLILY	#1	18" O.C.
	Hemerocallis 'Rose Returns'	#1	18" O.C.
	ROSE RETURNS DAYLILY	#1	18" O.C.
	Festuca viridula 'Northwind'	#2	24" O.C.
	NORTHWIND SWITCH GRASS	#2	24" O.C.
	Festuca ovina 'Hammeln'	#2	24" O.C.
	DMARF FOUNTAIN GRASS	#1	18" O.C.
	Phlox 'Forever Pink'	#1	18" O.C.
	FOREVER PINK PHLOX	#1	18" O.C.
	Perovskia atriplicifolia 'Little Spire'	#1	18" O.C.
	LITTLE SPIRE RUSSIAN SAIGE	#1	18" O.C.
	Rudbeckia fulgida 'Goldstrum'	#1	18" O.C.
	BLACK-EYED SUSAN	#1	18" O.C.
	Sporobolus heterostachus	#1	18" O.C.
	PRAIRIE DROPSIED	#1	18" O.C.

NOTE: PARKWAY TREES TO BE ADJUSTED AROUND UTILITIES ON FINAL LANDSCAPE PLANS.

OR WA
GARY R. WEBER ASSOCIATES, INC.
 LAND PLANNING
 ARCHITECTURE
 400 WEST LIBERTY DRIVE
 WILMINGTON, ILLINOIS 62697
 PHONE: 636.687.1797

DR. HOBAN
America's Builder
 OCLULUS DEVELOPMENT
 1027 N. MADISON STREET
 CHICAGO, IL 60611

CEMCON, LTD.
 228 WEST WASHINGTON
 NAPERVILLE, ILLINOIS 60563

POLO CLUB
 NAPERVILLE, ILLINOIS
PRELIMINARY LANDSCAPE PLAN

REVISIONS

7	10.18.18
6	9.26.18
5	7.30.18
4	7.30.18
3	6.04.18
2	6.04.18
1	5.15.18

DATE	3.26.18
PROJECT NO.	DEL1205
DRAWN	MMH
CHECKED	JST
SHEET NO.	

NATIVE SEED LEGEND
 NATIVE SEED #14
 NATIVE SEED #15

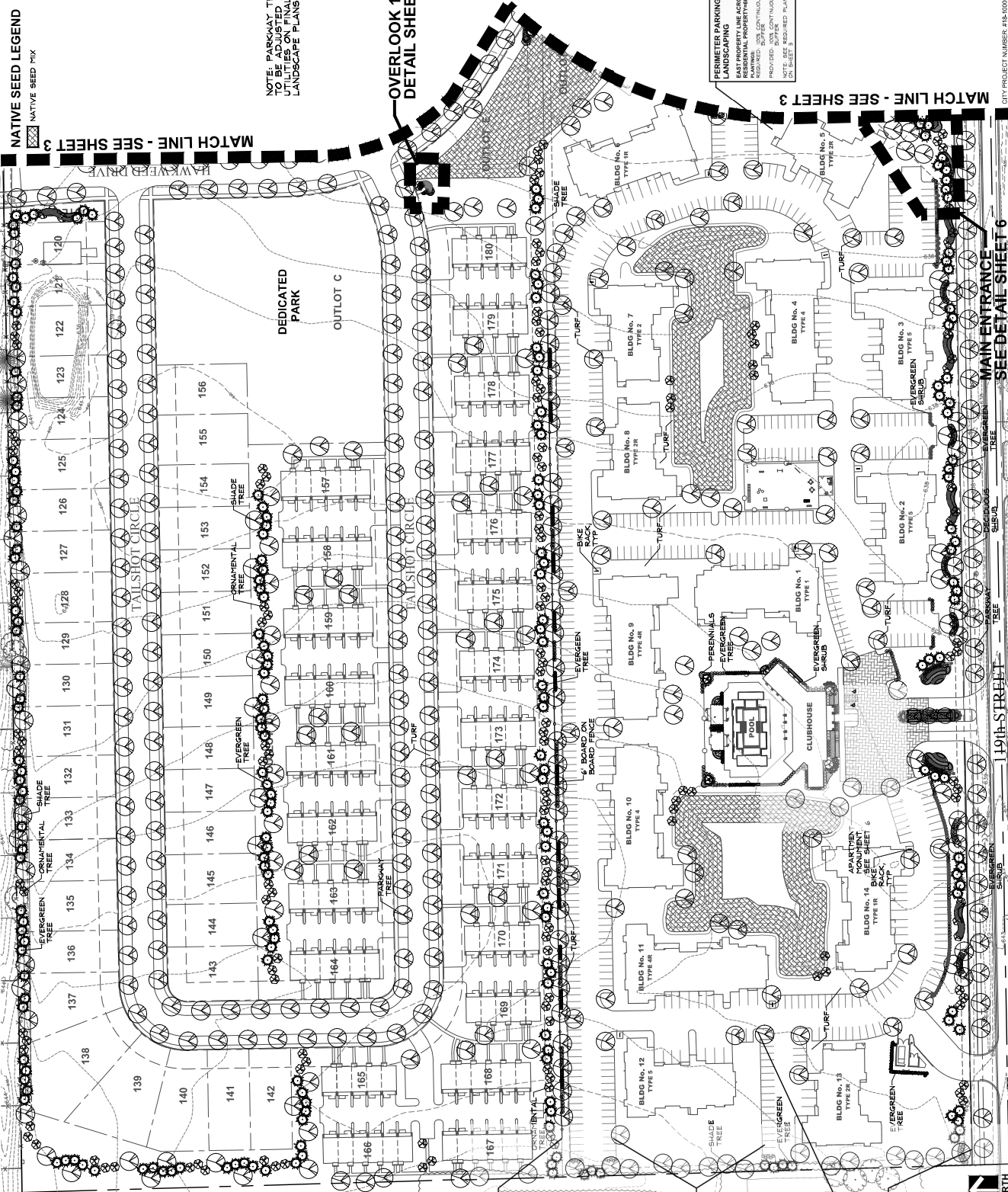
MATCH LINE - SEE SHEET 3

NOTE: PARKWAY TREES TO BE ADJUSTED AROUND UTILITIES IN FINAL LANDSCAPE PLANS.

OVERLOOK 1 - SEE DETAIL SHEET 5

MATCH LINE - SEE SHEET 3

MAIN ENTRANCE - SEE DETAIL SHEET 6



PERIMETER PARKING LOT LANDSCAPING
 NORTH PROPERTY LINE ADJACENT TO RESIDENTIAL PROPERTY LINE OF PARKING
 REQUIRED: 1. SEE PER 70'± SHADE TREES
 PROVIDED: 2. SHADE TREES, LANDSCAPE BUFFER
 PROVIDED: 3. CONTIGUOUS LANDSCAPE BUFFER

PERIMETER PARKING LOT LANDSCAPING
 WEST PROPERTY LINE ADJACENT TO RESIDENTIAL PROPERTY LINE OF PARKING
 REQUIRED: 1. SEE PER 70'± SHADE TREES
 PROVIDED: 2. SHADE TREES, LANDSCAPE BUFFER
 PROVIDED: 3. CONTIGUOUS LANDSCAPE BUFFER

INTERIOR PARKING LOT LANDSCAPING
 PARKING ISLAND AREA - 7' MIN 3"
 REQUIRED: 40 SHADE TREES
 PROVIDED: 50 SHADE TREES, PERIMETER BUFFER

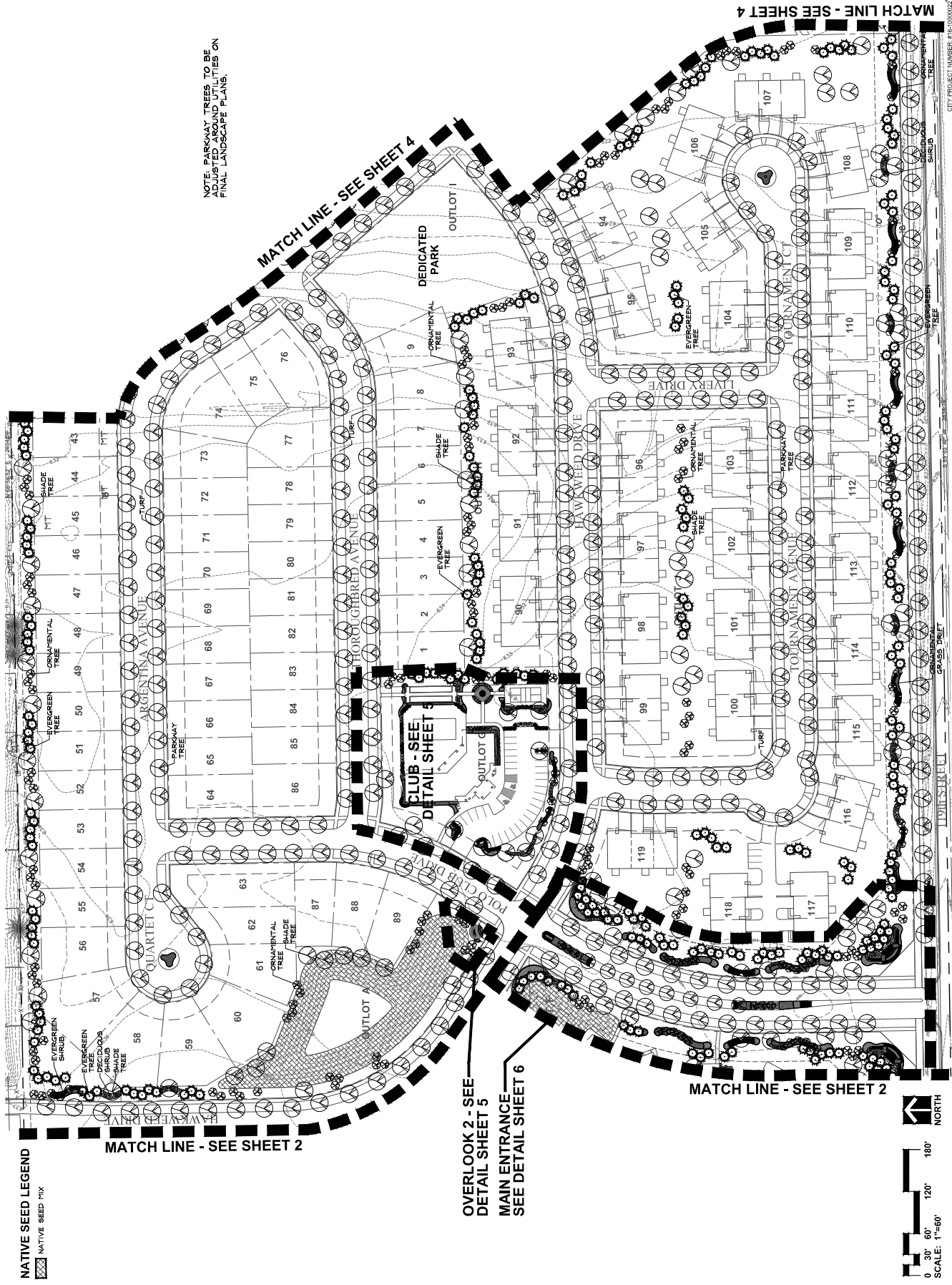
PERIMETER PARKING LOT LANDSCAPING
 SOUTH PROPERTY LINE ADJACENT TO RESIDENTIAL PROPERTY LINE OF PARKING
 REQUIRED: 100'± CONTIGUOUS LANDSCAPE BUFFER
 PROVIDED: 100'± CONTIGUOUS LANDSCAPE BUFFER



7	10.15.18
6	9.26.18
5	7.30.18
4	7.20.18
3	6.04.18
2	5.15.18
1	REVISONS

DATE	3.26.18
PROJECT NO.	DR1705
DRAWN	MMJ
CHECKED	JST
SHEET NO.	3 OF 8

NOTE: PARKWAY TREES TO BE PLANTED AND UTILITIES ON FINAL LANDSCAPE PLANS.



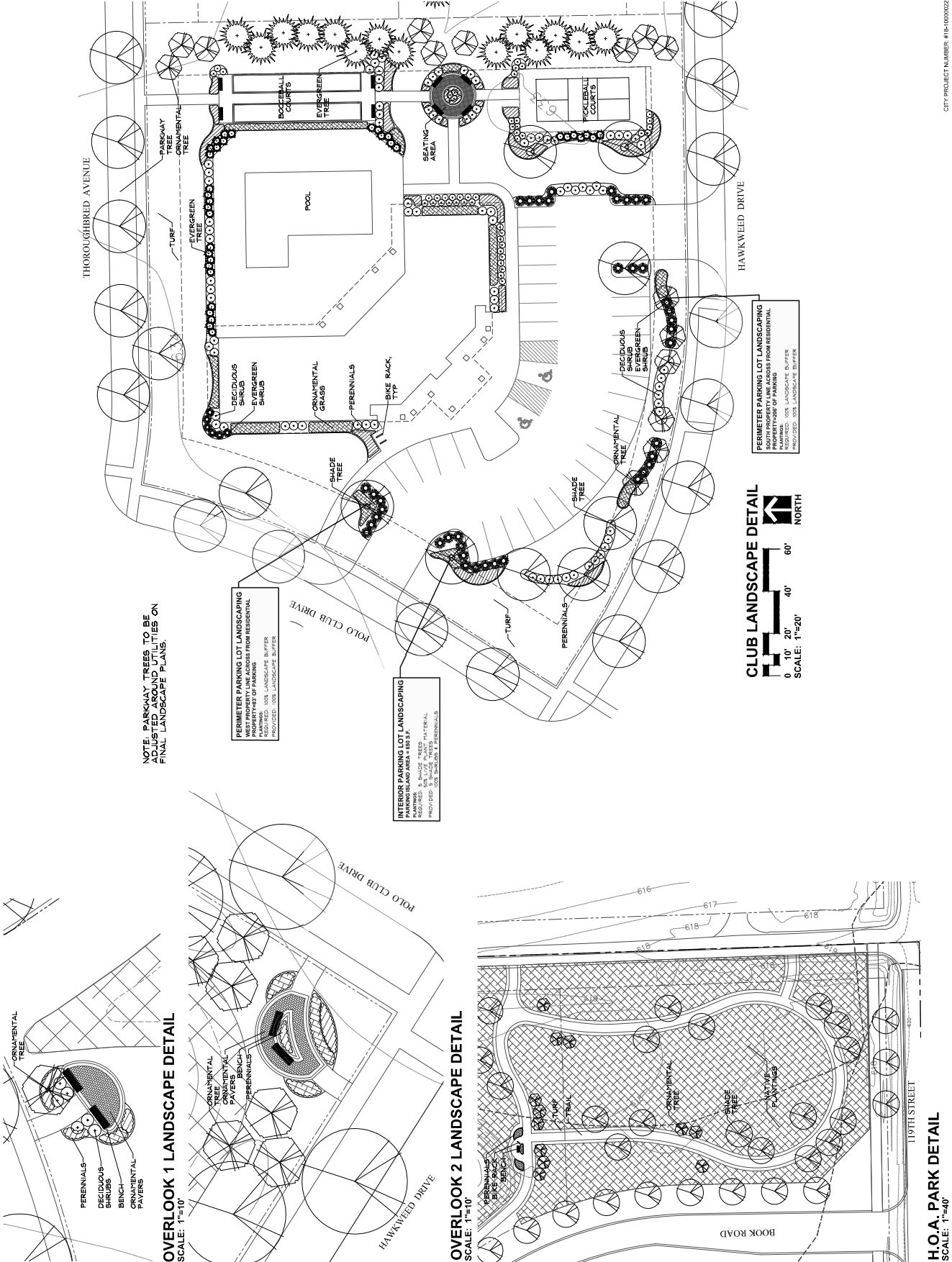
NATIVE SEED LEGEND
 NATIVE SEED MIX

OVERLOOK 2 - SEE DETAIL SHEET 5
 MAIN ENTRANCE SEE DETAIL SHEET 6



NO.	REVISIONS
7	10.15.18
6	07.26.18
5	9.26.18
4	7.30.18
3	6.26.18
2	6.04.18
1	5.15.18

DATE	3.26.18
PROJECT NO.	DEL1205
DRAWN	MJEM
CHECKED	JST
SHEET NO.	5 OF 8

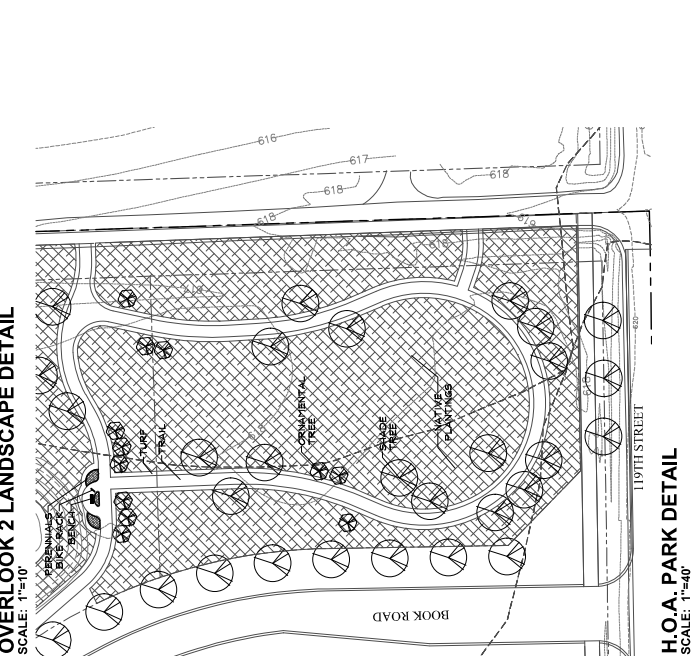
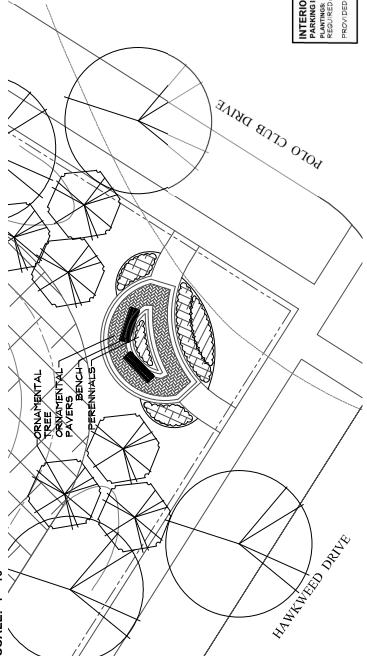
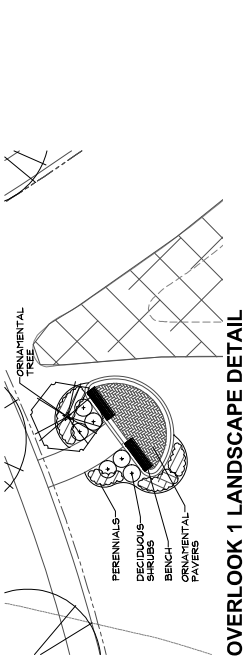


NOTE: PARKWAY TREES TO BE PLANTED IN ACCORDANCE WITH FINAL LANDSCAPE PLANS.

PERIMETER PARKING LOT LANDSCAPING
 PLANTING TO BE INSTALLED WITHIN PROPERTIES OF PARKING LOT. PROVIDE 100% LANDSCAPE BUFFER. PROVIDE 100% LANDSCAPE BUFFER.

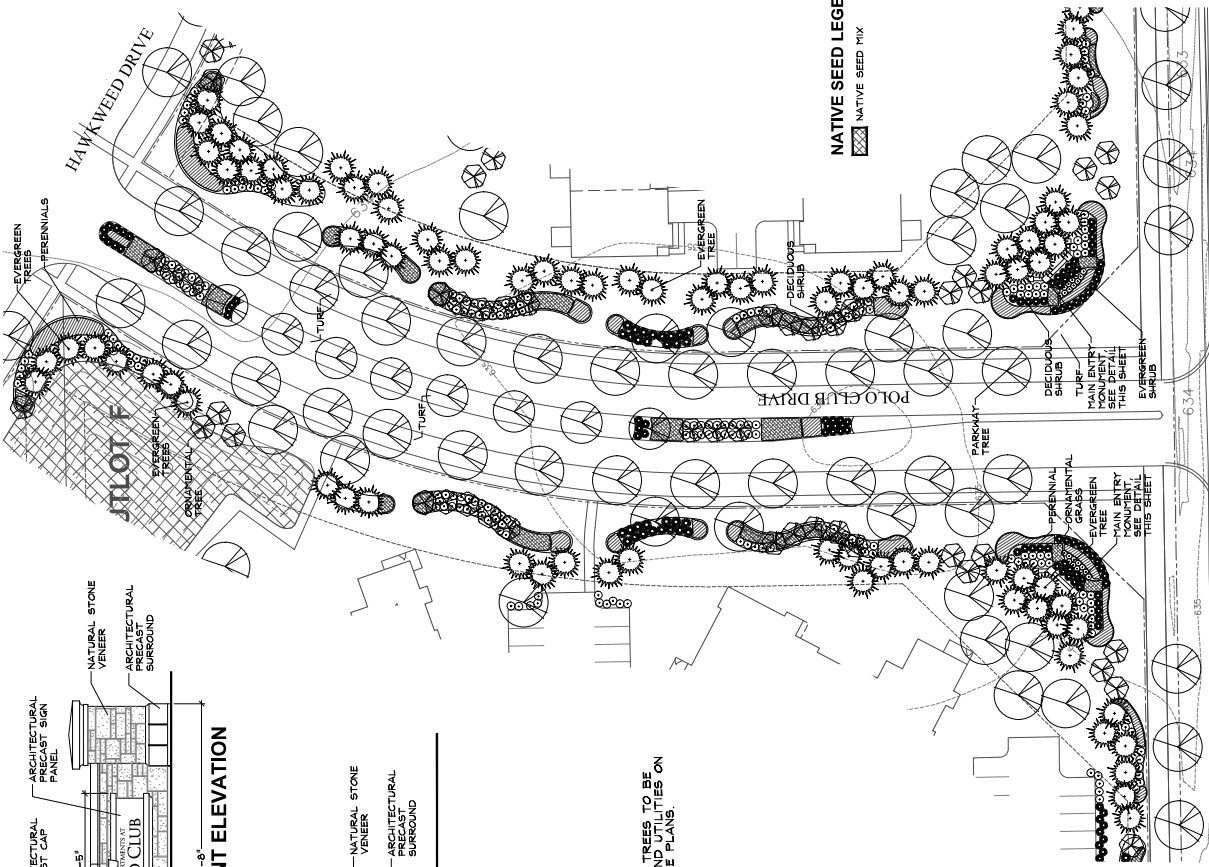
INTERIOR PARKING LOT LANDSCAPING
 PLANTING TO BE INSTALLED WITHIN PROPERTIES OF PARKING LOT. PROVIDE 50% LANDSCAPE BUFFER. PROVIDE 50% LANDSCAPE BUFFER.

PERIMETER PARKING LOT LANDSCAPING
 SOUTH PROPERTY LINE ADJACENT FROM RESIDENTIAL PLANNING. PROVIDE 100% LANDSCAPE BUFFER. PROVIDE 100% LANDSCAPE BUFFER.

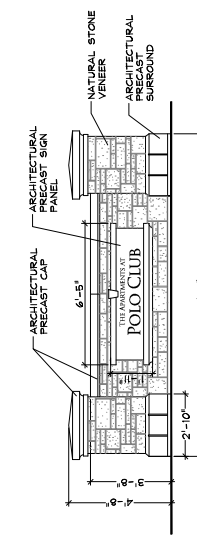


7	10.18.18
6	9.26.18
5	9.26.18
4	7.30.18
3	6.04.18
2	6.04.18
1	5.15.18
REVISIONS	

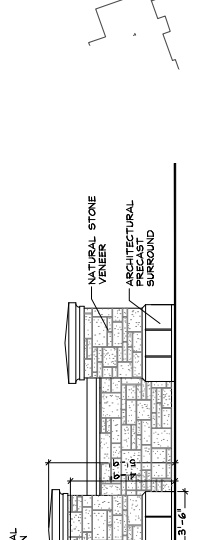
DATE	3.26.18
PROJECT NO.	DR1705
DRAWN	MSM
CHECKED	JST
SHEET NO.	6 OF 8



MAIN ENTRANCE LANDSCAPE DETAIL
 SCALE: 1"=30'
 NORTH

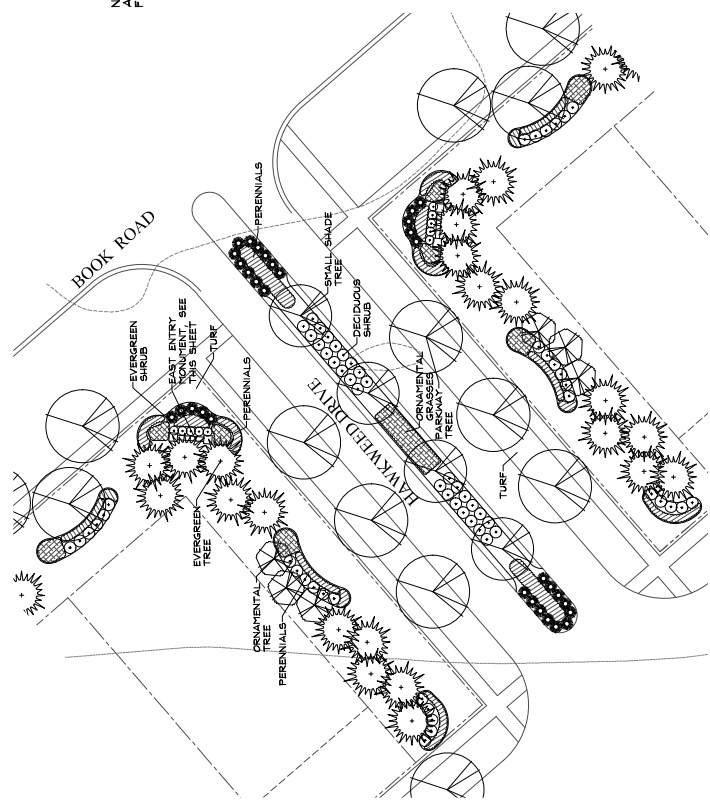


EAST ENTRY MONUMENT ELEVATION
 SCALE: 3/8"=1'



MAIN ENTRY MONUMENT ELEVATION
 SCALE: 3/8"=1'

NOTE: PARKWAY TREES TO BE ADJUSTED AROUND UTILITIES ON FINAL LANDSCAPE PLANS.



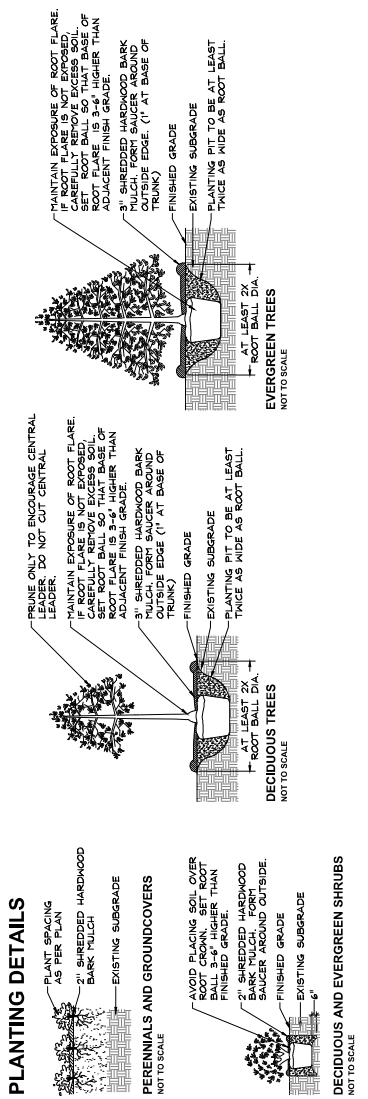
EAST ENTRANCE LANDSCAPE DETAIL
 SCALE: 1"=20'
 NORTH

NO.	REVISIONS
7	10.18.18
6	9.28.18
5	7.30.18
4	7.27.18
3	6.04.18
2	5.15.18
1	

DATE	3.28.18
PROJECT NO.	DR1705
DRAWN	MSM
CHECKED	JCT
SHEET NO.	7 OF 8

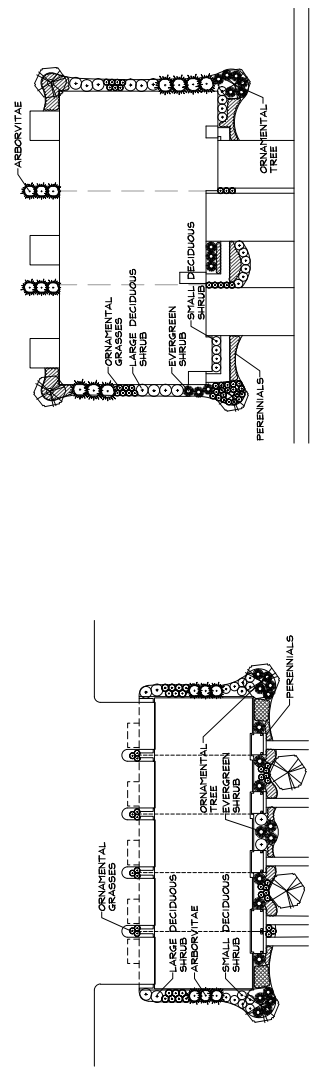


CITY PROJECT NUMBER: #18-1000022

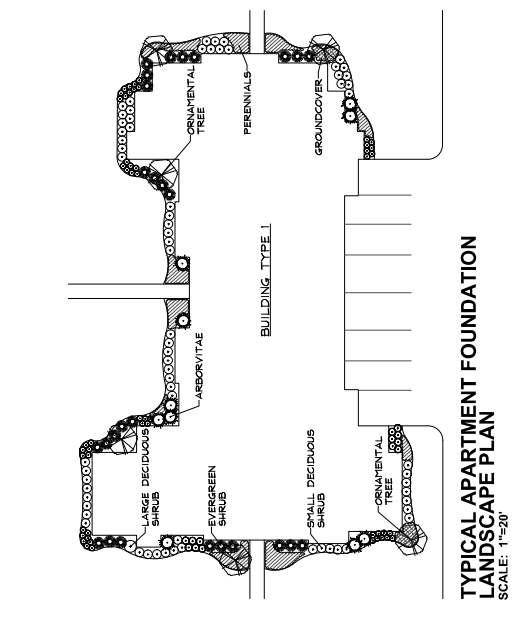


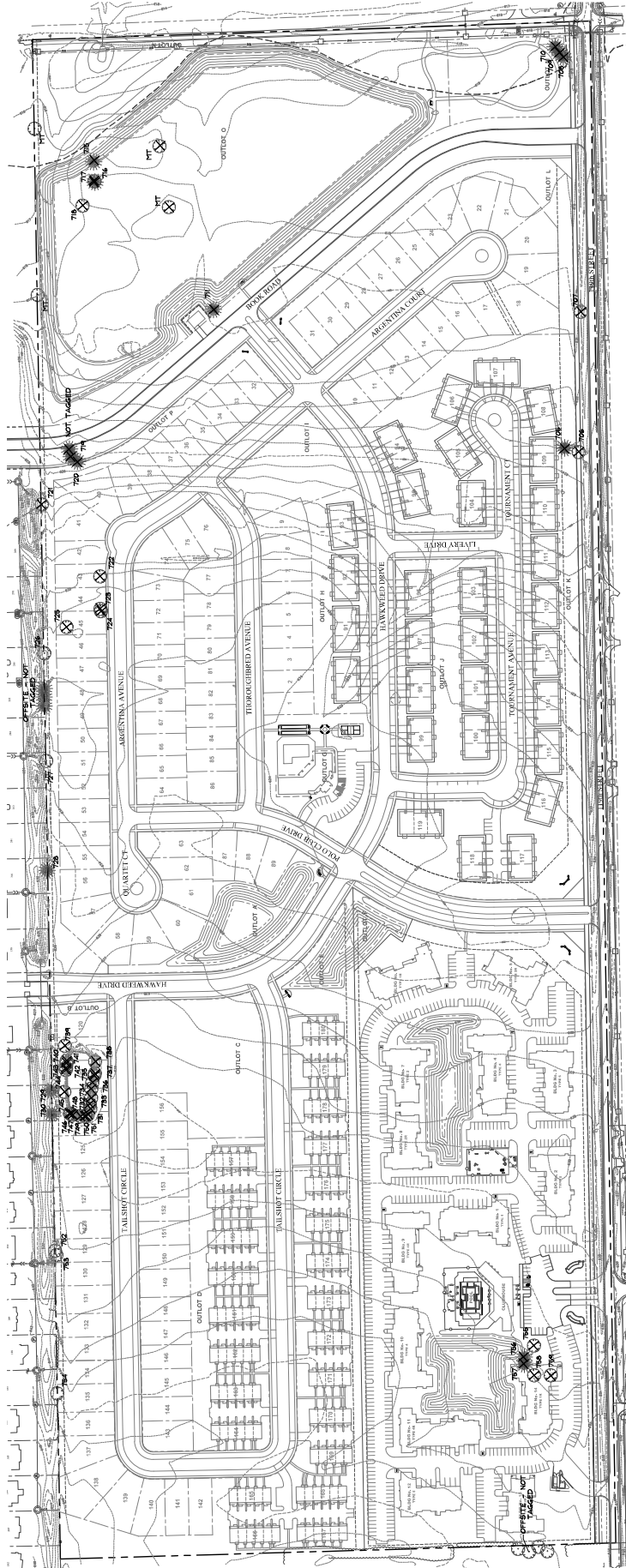
FOUNDATION PLAN REPRESENTATIVE PLANT LIST

Key	Symbol	Symbol/Common Name	Size	Remarks
ORNA-MENTAL TREES	[Tree Symbol]	Apple Tree	6' Tall	Multi-Stem
		Apple Tree/Ceibery	6' Tall	Multi-Stem
		Cornus mas	6' Tall	Multi-Stem
		CORNELIAN-CHERRY DOGWOOD	6' Tall	Multi-Stem
		Magnolia stellata 'Royal Star'	6' Tall	Multi-Stem
		ROYAL STAR MAGNOLIA	6' Tall	Multi-Stem
		Spirea chinensis 'Princess Diana'	6' Tall	Multi-Stem
		CHINA SPINA PRINCESS DIANA	6' Tall	Multi-Stem
		Hydrangea macrophylla 'Baltique'	24" Wide	3' O.C.
		ENDLESS SUMMER HYDRANGEA	24" Wide	3' O.C.
DECIDUOUS SHRUBS	[Shrub Symbol]	GRANDIFLORA FRAGRANT SUMAC	24" Tall	3' O.C.
		Spirea betulifolia 'Tee'	30" Wide	4' O.C.
		Spirea japonica 'Graumund'	30" Wide	4' O.C.
		SIGNATURE SPirea	30" Tall	4' O.C.
		MISS KIM LILAC	36" Tall	4' O.C.
		Viburnum x Juddi	36" Tall	4' O.C.
		JUDD VIBURNUM	36" Tall	4' O.C.
		Viburnum trilobum 'Bodding'	24" Tall	4' O.C.
		HIGHBUSH CRANBERRY VIBURNUM	24" Tall	4' O.C.
		SONG BIRD RED NIGELLA	24" Tall	4' O.C.
EVERGREEN SHRUBS	[Shrub Symbol]	Juniperus chinensis var. 'sargentii' 'Glaucd'	24" Wide	4' O.C.
		BLUE SARGENT JUNIPER	24" Wide	3' O.C.
		Thuja occidentalis 'Daneformis'	24" Wide	3' O.C.
		DENSE YEW	4' Tall	3' O.C.
		Thuja occidentalis 'Smaragd'	4' Tall	3' O.C.
		EMERALD GREEN ARBORVITAE	#1	30' O.C.
		Colonnata x excelsiora 'Overdam'	#1	18' O.C.
		WHITE FEATHER REED GRASS	#1	18' O.C.
		Genesee 'Jetino Tuil'	#1	18' O.C.
		JETIRO TULL CORDEPIS	#1	18' O.C.
ORNA-MENTAL GRASSES & PERENNIALS	[Grass/Perennial Symbol]	Parthenoceras 'Pardon Me'	#1	18' O.C.
		PARDON ME DAYLILY	#1	24' O.C.
		Hosta 'Imperial'	#1	24' O.C.
		PATRIOT HOSTA	#1	24' O.C.
		Pennisetum alpinum 'Hornet'	#1	24' O.C.
		SHIRT TAIL GRASS	#1	24' O.C.
		GRASS	#1	24' O.C.
		GRASS	#1	24' O.C.
		GRASS	#1	24' O.C.
		GRASS	#1	24' O.C.



TYPICAL APARTMENT FOUNDATION LANDSCAPE PLAN





0 75' 150' 300' 450'
 SCALE: 1"=150'



TREE INVENTORY

TAG NO.	BOTANICAL NAME	COMMON NAME	SIZE	HEALTH STRUCTURE	PROPOSED ACTION
700	Pinus strobus	Norway Spruce	8'	Good	Remove
701	Acer rubra	Red Maple	12'	Good	Remove
702	Pinus strobus	Norway Spruce	10'	Poor: Fair Crowned	Remove
703	Pinus strobus	Norway Spruce	10'	Poor: Fair Crowned	Remove
704	Pinus strobus	Norway Spruce	10'	Fair	Remove
705	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
706	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
707	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
708	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
709	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
710	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
711	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
712	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
713	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
714	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
715	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
716	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
717	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
718	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
719	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
720	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
721	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
722	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
723	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
724	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
725	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
726	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
727	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
728	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
729	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
730	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
731	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
732	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
733	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
734	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
735	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
736	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
737	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove
738	Pinus strobus	Norway Spruce	10'	Poor: Learning	Remove

TREE PRESERVATION NOTES

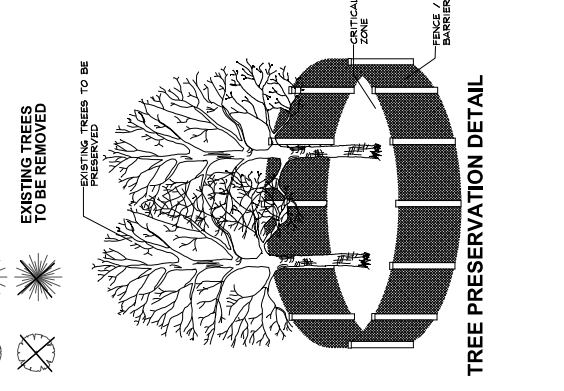
1. 40' high snow fences or wood barriers shall extend to the drip line of the trees or tree trunks, wherever possible, to prevent snow from accumulating against the trunk. All trees to be removed shall be marked with a red 'X' and shall not be removed until the completion of construction.
2. All accidental damage to existing trees that are to be preserved shall be promptly treated as required in the instructions of the Professional Arborist, Landscape Architect or Horticulturist.
3. Broken or badly bruised branches shall be removed with a clean cut, if recommended by the professional arborist. All limbs to be removed shall be cut at the base of the trunk, and all other limbs or branches shall be cut at the base of the limb, leaving the limb attached to the trunk. From engine exhaust.
4. Contractors shall protect trees and vegetation against damage by the use of shoring, scaffolding, ladders, and all other materials or equipment that can be damaged by the use of machinery or equipment. If a preserved tree trunk, they must be supported if possible.
5. Contractors shall protect trees and vegetation against damage by the use of shoring, scaffolding, ladders, and all other materials or equipment that can be damaged by the use of machinery or equipment. If a preserved tree trunk, they must be supported if possible.

LEGEND

DECIDUOUS EVERGREEN

EXISTING TREES TO BE PRESERVED

EXISTING TREES TO BE REMOVED



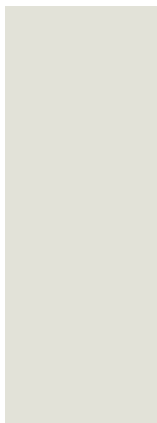
TREE PRESERVATION DETAIL



Roof: Weathered Wood



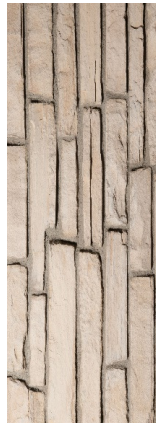
Siding: Regatta



Accent Siding: Bone



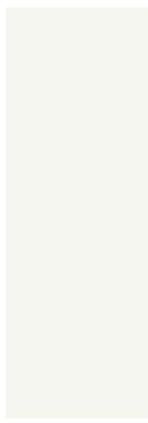
Brick: Indiana Millstone



Stone: Cottonwood



Shutters/Doors: Black



Garage Door: White



Trim: White

EXHIBIT N

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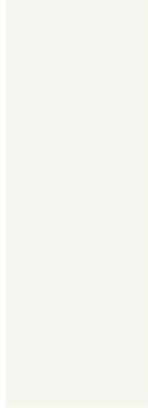




Roof: Weathered Wood



Brick: Coopers Mill



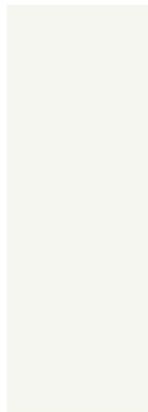
Garage Door: White



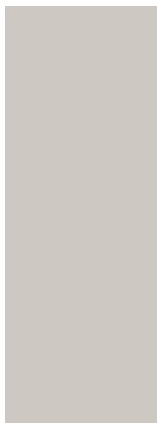
Siding: Oceanside



Stone: Georgetown



Trim: White



Accent Siding: Driftwood



Shutters/Doors: Black

EXHIBIT N

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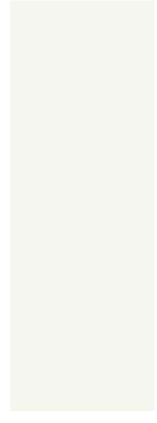




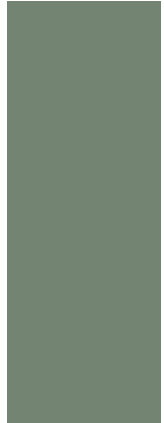
Roof: Weathered Wood



Brick: Essex Tudor



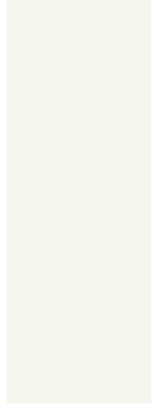
Garage Door: White



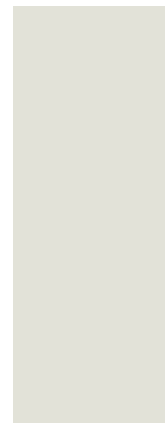
Siding: Hillside Green



Stone: Alpine



Trim: White



Accent Siding: Bone



Shutters/Doors: Black

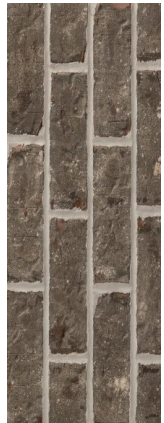
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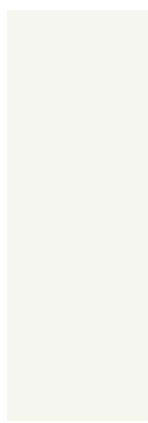




Roof: Weathered Wood



Brick: Shadow Grey Tudor



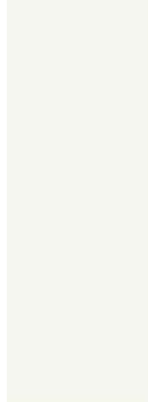
Garage Door: White



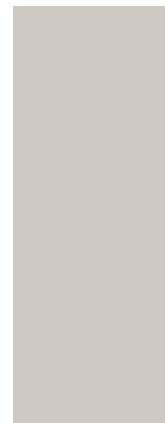
Siding: Greystone



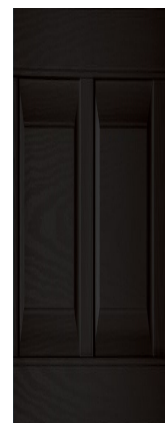
Stone: Alpine



Trim: White



Accent Siding: Driftwood



Shutters/Doors: Black

EXHIBIT N

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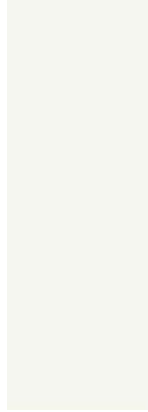




Roof: Weathered Wood



Brick: Shadow Coopers Mill



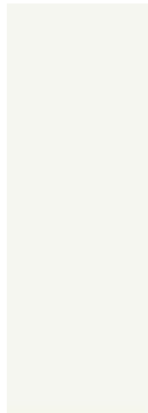
Garage Door: White



Siding: Cypress



Stone: Alpine



Trim: White



Accent Siding: Pearl



Shutters/Doors: Black

EXHIBIT N

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Roof: Weathered Wood



Siding: Clay



Accent Siding: Espresso



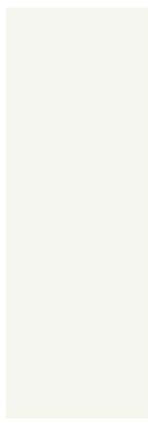
Brick: Manor House Tudor



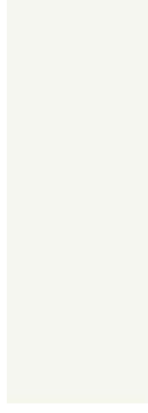
Stone: Telluride



Shutters/Doors: Black



Garage Door: White



Trim: White

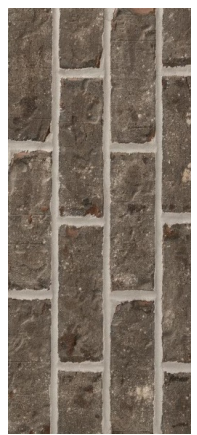
EXHIBIT N

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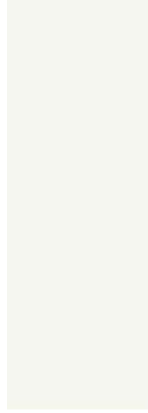




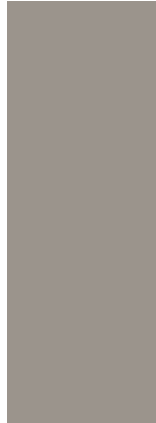
Roof: Weathered Wood



Brick: Shadow Grey Tudor



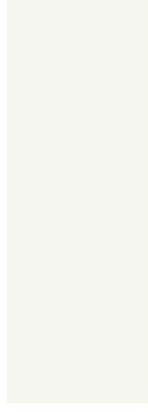
Garage Door: White



Siding: Greystone



Stone: Alpine



Trim: White



Accent Siding: Slate



Shutters/Doors: Black

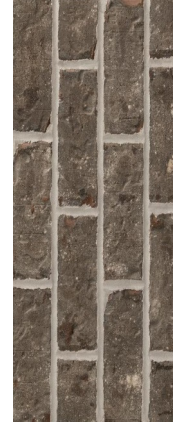
EXHIBIT N

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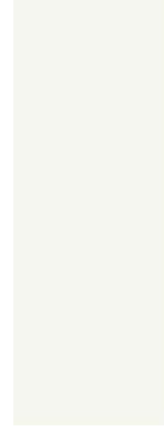




Roof: Weathered Wood



Brick: Shadow Grey Tudor



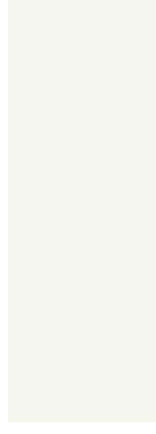
Garage Door: White



Siding: Graphite



Stone: Alpine



Trim: White



Accent Siding: Greystone



Shutters/Doors: Black

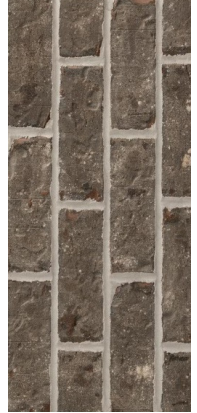
EXHIBIT N

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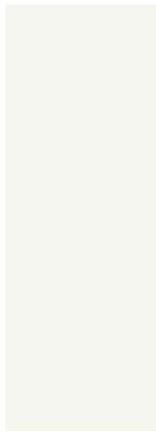




Roof: Weathered Wood



Brick: Shadow Grey Tudor



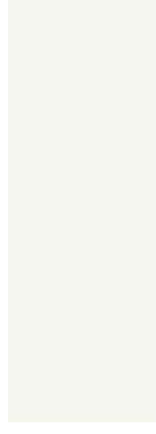
Garage Door: White



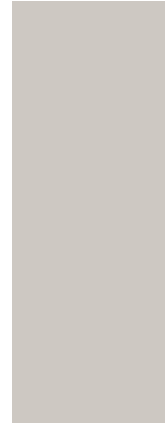
Siding: Graphite



Stone: Alpine



Trim: White



Accent Siding: Driftwood



Shutters/Doors: Black

EXHIBIT N

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Roof: Weathered Wood



Siding: Espresso



Accent Siding: Clay



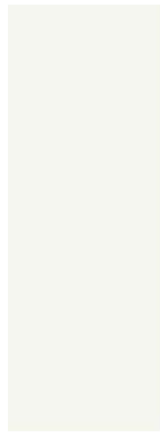
Brick: Coopers Mill



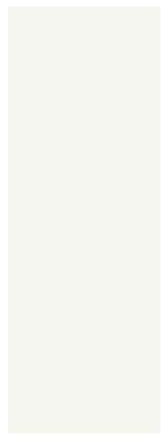
Stone: Telluride



Shutters/Doors: Black



Garage Door: White



Trim: White

EXHIBIT N

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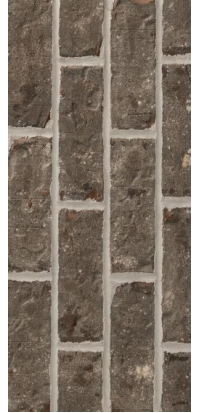




Roof: Weathered Wood



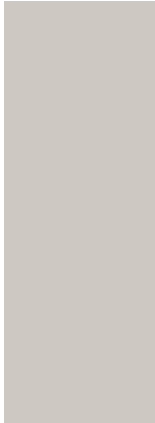
Siding: Slate



Brick: Shadow Grey Tudor



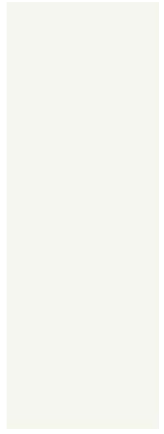
Stone: Georgetown



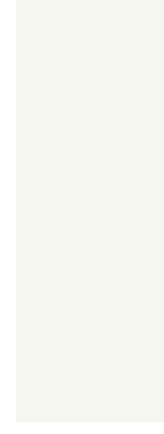
Accent Siding: Driftwood



Shutters/Doors: Black



Garage Door: White



Trim: White

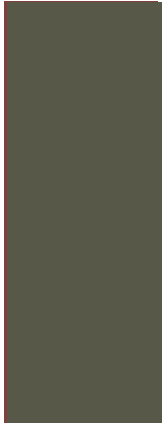
EXHIBIT N

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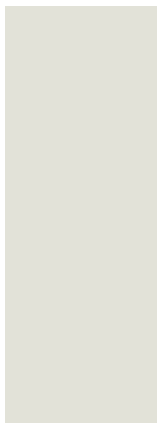




Roof: Weathered Wood



Siding: Graphite



Accent Siding: Bone



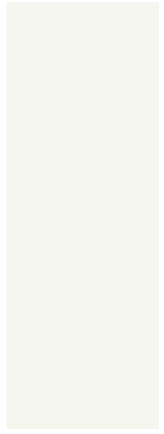
Brick: Everest Gray Tudor



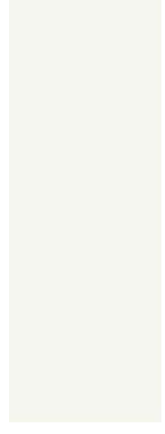
Stone: Bala



Shutters/Doors: Black



Garage Door: White



Trim: White

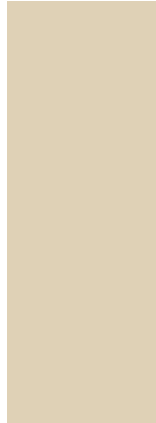
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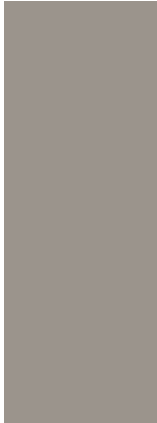




Roof: Weathered Wood



Siding: Country Beige



Accent Siding: Greystone



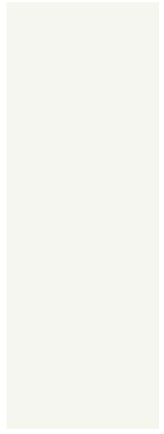
Brick: Coopers Mill



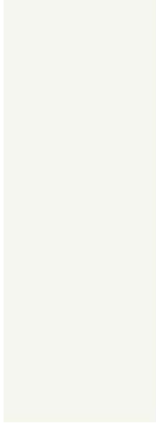
Stone: Gerogetown



Shutters/Doors: Black



Garage Door: White



Trim: White

EXHIBIT N

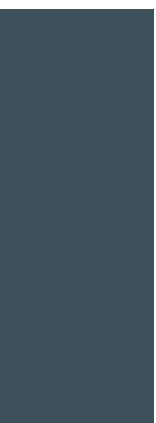
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EXHIBIT N



Roof: Weathered Wood



Siding: Slate



Accent Siding: Slate



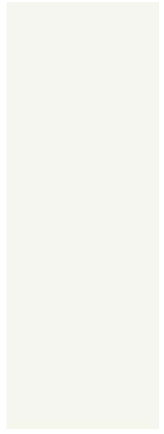
Brick: Indiana Millstone



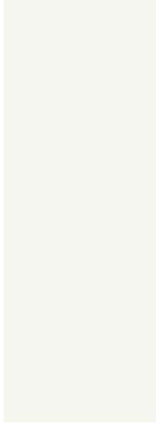
Stone: Bala



Shutters/Doors: Black



Garage Door: White



Trim: White

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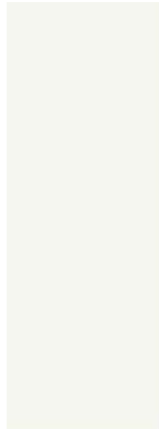




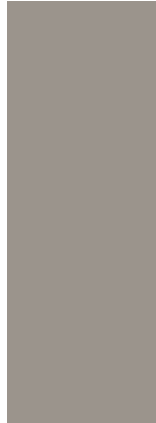
Roof: Weathered Wood



Brick: Stonefield Tudor



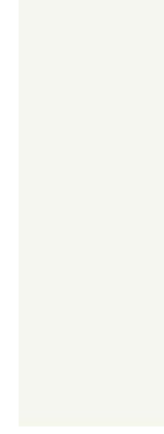
Garage Door: White



Siding: Canyon



Stone: Georgetown



Trim: White



Accent Siding: Rye



Shutters/Doors: Black

EXHIBIT N

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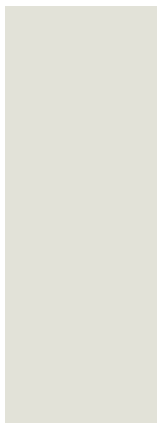




Roof: Weathered Wood



Siding: Cypress



Accent Siding: Bone



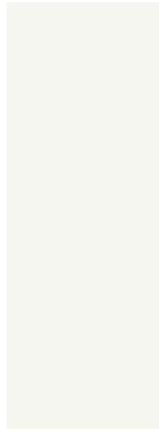
Brick: Stonefield Tudor



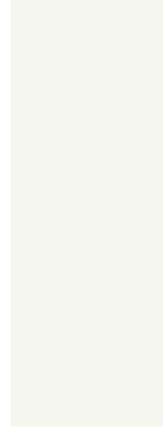
Stone: Telluride



Shutters/Doors: Black



Garage Door: White



Trim: White

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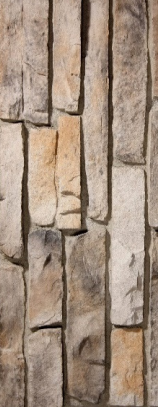
Roof: Weathered Wood



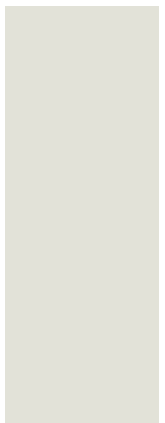
Siding: Oceanside



Brick: Sanddunes



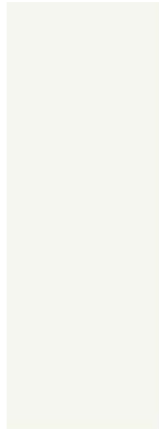
Stone: Telluride



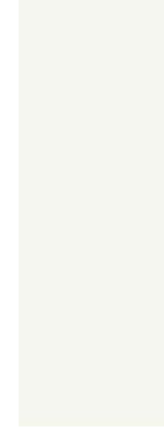
Accent Siding: Bone



Shutters/Doors: Black



Garage Door: White



Trim: White

EXHIBIT N

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