

**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 /COMMUNITY
SERVICES OFFICES
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540**

ANNEXATION AGREEMENT
FOR THE NAPERVILLE POLO CLUB DEVELOPMENT

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**”), Pulte Home Company, LLC, a Michigan limited liability company, with offices at 1900 E. Golf Road, Suite 300, Schaumburg, IL 60173, registered with the Illinois Secretary of State’s Office to transact business in the State of Illinois, (“**PULTE**”), Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November 1, 1987 and known as Trust Number 1090871 (“**Chicago Title Land Trust**”), and the Forest Preserve District of Will County (“**FPD**”) with offices located at 17540 W. Laraway Road, Joliet, IL 60433 (the FPD being party to this Agreement for the limited purpose of the provisions set forth in Section S21 hereof). PULTE and said Chicago Title Land Trusts are together referenced herein as “**OWNER AND DEVELOPER**”. The CITY, PULTE,

OWNER AND DEVELOPER, [and the FPD as to Section S21 only], are hereinafter sometimes individually referred to as a “**Party**” and together as the “**Parties**”.

RECITALS

1. **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 the “**SUBJECT PROPERTY**”). 2. **WHEREAS**, a Petition for Annexation was filed for the **SUBJECT PROPERTY** for the nine (9) parcels which comprise the **SUBJECT PROPERTY**, which Petition was signed by the then owners of said parcels.

3. **WHEREAS**, with the authorization of the owners of the **SUBJECT PROPERTY** at the time the annexation petition and zoning petition were filed, **PULTE** signed and filed a Petition for zoning of the **SUBJECT PROPERTY** with the CITY.

4. **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.

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

6. **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 R2 (Single-Family and Low Density Multiple-Family 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.

7. **WHEREAS**, **OWNER AND DEVELOPER** seek to rezone the **SUBJECT PROPERTY** to R2 PUD with associated deviations and a conditional use to allow construction of 136 single-family attached dwellings and 261 single-family detached dwellings in a unified community for a planned unit development to be known as “**Naperville Polo Club**” which will be constructed in PHASES as depicted on **Exhibit K** attached hereto.

8. **WHEREAS**, the CITY, PULTE, and the OWNER AND DEVELOPER 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 The SUBJECT PROPERTY shall be zoned as set forth in the Recitals and in the Special Conditions below.

G2.2 If this Agreement and the Ordinance approving this Agreement, and those ordinances pertaining to the SUBJECT PROPERTY which were approved by the CITY concurrently with this Agreement, are not recorded with the Office of the Will County Recorder within the timeframe set forth or referenced in said ordinances, said ordinances, and all exhibits thereto, including but not limited to this Agreement, shall be automatically null and void without further action being taken by the CITY. PULTE and OWNER AND DEVELOPER shall jointly and severally defend, indemnify, and hold the CITY and its officers, agents, and employees harmless for any error or omission in recording or for failure to timely record.

G3.0 ANNEXATION FEES.

G3.1 All applicable annexation fees specified in Section S2.0 in accordance with Section 1-9E-1 of the Naperville Municipal Code have been paid prior to recordation of this Agreement.

G4.0 PARK DISTRICT ANNEXATION. See Section S1.5 hereof.

G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.

G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.

G6.1 Prior to recordation of a Final Plat of Subdivision for any portion of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall, at its their sole cost and expense, and at the discretion of the City Engineer:

1. construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way, as approved by the City Engineer; or
2. pay to the CITY the estimated cost to construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way. Upon payment, OWNER AND DEVELOPER shall have no further obligation to construct said sidewalk.

G7.0 UTILITY LINES AND EASEMENTS.

G7.1 PULTE and OWNER AND DEVELOPER, as applicable, 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 PULTE and OWNER AND DEVELOPER 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.

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

G8.1 The OWNER AND DEVELOPER 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 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.

G8.3 The OWNER AND DEVELOPER shall be solely responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

G8.4 The OWNER AND DEVELOPER shall also be solely 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 Subject to the provisions set forth in Sections S3, S17, and S18 of this Agreement, 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 OWNER AND DEVELOPER 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 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 OWNER AND DEVELOPER 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 OWNER AND DEVELOPER 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 OWNER AND DEVELOPER 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 OWNER AND DEVELOPER 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 OWNER AND DEVELOPER 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 OWNER AND DEVELOPER from liability therefore. The provisions in this Section G11, including each subsection hereof, 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 OWNER AND DEVELOPER 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 OWNER AND DEVELOPER 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, OWNER AND DEVELOPER 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 The OWNER AND DEVELOPER 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, OWNER AND DEVELOPER 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 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 than were in effect as of the date of approval of this Agreement, 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 first ten (10) years 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 OWNER AND DEVELOPER, and anything to the contrary contained herein notwithstanding, the OWNER AND DEVELOPER 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 for the Annexation of The SUBJECT PROPERTY" set forth below ("Special Conditions").

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 S6.0 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 OWNER AND DEVELOPER, 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 PULTE wishes to modify this Agreement as to any obligation which is a PULTE ONLY obligation, as “PULTE ONLY” is defined in Section S2.1 hereof, the CITY shall hold the necessary public hearings.

G18.2 If OWNER AND DEVELOPER wish to modify this Agreement as to any obligation which is an OWNER AND DEVELOPER obligation, the CITY shall hold the necessary public hearings.

G18.3 If the FPD wishes to modify this Agreement as to any obligation which is an FPD obligation, the CITY shall hold the necessary public hearings.

G18.4 Any amendment or modification of a PULTE ONLY provision shall not require consent of the OWNER AND DEVELOPER.

G18.5 Any amendment or modification may be made to this Agreement 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.

G18.6 Consent of the Forest Preserve District of Will County (FPD) shall not be required for any amendment of this Agreement other than provisions set forth in Section S21 hereof.

G18.7 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request is made.

G18.8 This Section shall not be construed to require the CITY to modify this Agreement.

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 in the Office of the Will County Recorder, and shall be binding upon and inure to the benefit of the Parties hereto and their grantees, assigns, and successors in interest, including but not limited to legal and beneficial owners, assignees, heirs, executors, and lessees (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof), and upon any successor CITY officials and successor municipalities for a period of twenty (20) years from the EFFECTIVE DATE of this Agreement except to the extent that certain terms and conditions survive the expiration 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 PULTE and OWNER AND DEVELOPER 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 PULTE and OWNER AND DEVELOPER shall survive the expiration or termination of this Agreement.

G20.0 CONTINUING RESPONSIBILITY.

G20.1 If all or any portion of the SUBJECT PROPERTY is transferred, assigned, or otherwise conveyed (e.g. by foreclosure) during the term of this Agreement, all of the OWNER AND DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the owner of the portion of the SUBJECT PROPERTY 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 an owner of the SUBJECT PROPERTY 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 outstanding obligations contained in this Agreement and as required by CITY ordinance, policy, or regulation as determined by the City.

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 any Party or from an assignee or successor in interest of either Party to another Party, or between assignees or successors in interest of any 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 the CITY, PULTE, or OWNER AND DEVELOPER to do or perform

any act or obligation, a Party shall not 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 either Party's own employees, contractors, or suppliers, unavoidable casualty or damage to personnel, materials or equipment, pandemics, systemic supply-chain interruptions, fire, flood, storm, earthquake, tornado or any act of God (“Events of Force Majeure”).

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said Party is directly delayed by one or more Events of Force Majeure. Except as to a strike or lockout by or against either Party's own employees or suppliers, an act or omission shall not be deemed to be beyond a Party's control if committed, omitted or caused by a Party, a Party's employees, officers or agents or a subsidiary, affiliate or parent of PULTE or OWNER AND DEVELOPER or by any corporation or other business entity that holds a controlling interest in PULTE or OWNER AND DEVELOPER, 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, PULTE and/or OWNER AND DEVELOPER, as applicable, 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 said annexation. PULTE and OWNER AND DEVELOPER 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 legal counsel. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the CITY shall not be rebated to the OWNER AND DEVELOPER, or its successors and assigns; and (b) the CITY shall enter into a separate written service agreement with the OWNER AND DEVELOPER, or its successor and assigns, so as to provide utility service to the

SUBJECT PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

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 PULTE and/or the OWNER AND DEVELOPER, as applicable, 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 PULTE and the OWNER AND DEVELOPER authorized representatives who have executed this Agreement on behalf of PULTE and the OWNER AND DEVELOPER warrant that they have been lawfully authorized by PULTE and OWNER AND DEVELOPER, respectively, to execute this Agreement on their behalf. The Mayor and City Clerk warrant that they have been lawfully authorized to execute this Agreement. PULTE

and the OWNER AND DEVELOPER shall deliver to the CITY, within ten (10) days of the EFFECTIVE DATE of this Agreement as set forth in Section S23.1, copies of applicable 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 OWNER AND DEVELOPER for each PHASE of the SUBJECT PROPERTY shall be secured by a cash deposit or Letter of Credit in a form and from a source approved by the City Attorney, in an amount approved by the City Engineer, and in compliance with the Naperville Municipal Code (unless the City Engineer gives written approval to the OWNER AND DEVELOPER to allow a cash deposit or Letter of Credit to be used for more than one PHASE). This provision shall apply whether or not a Letter of Credit is specified for each improvement. As to any surety or maintenance surety provided by the OWNER AND DEVELOPER to the CITY for public improvements related to development of the SUBJECT PROPERTY or for any other purpose set forth herein, OWNER AND DEVELOPER agrees that: (1) at no time shall the CITY be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the CITY'S reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the CITY to draw on said surety. Notwithstanding provision of said surety, until the public improvements have been accepted by the CITY, the OWNER AND DEVELOPER 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. The provisions set forth in this Section G32 shall survive the expiration or termination of this Agreement.

G33.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.

G33.1 Subject to approval by the City Engineer, the CITY shall accept public improvements installed by PULTE and/or the OWNER AND DEVELOPER, as applicable, 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, PULTE

and/or the OWNER AND DEVELOPER, as applicable, shall post a cash deposit or letter of credit in a form, from a source, and in an 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 (1) year from the date of acceptance.

G34.0 INTERPRETATION.

G34.1 This Agreement shall be construed without regard to the identity of the Party or party who drafted the various provisions of this Agreement. Every provision of this Agreement shall be construed as though all Parties or parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**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, ZONING, AND PHASING.

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be R2 (Single-Family and Low Density Multiple-Family Residence) District.

S1.2 A plat of annexation prepared by CEMCON, Ltd., dated June 7, 2022, last revised July 22, 2022, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B** (herein the “**Plat of Annexation**”).

S1.3 OWNER AND DEVELOPER may construct the Naperville Polo Club development in multiple Phases (each a “**PHASE** and collectively the “**PHASES**”) in accordance with a phasing plan (“**Phasing Plan**”) attached hereto as **Exhibit K**.

S1.4 Preliminary PUD Plats approved by the CITY for the Naperville Polo Club development shall be valid, and shall not be subject to revocation by the CITY so long as: i) OWNER AND DEVELOPER causes the final PUD plat for the first PHASE of Naperville Polo Club to be recorded within one (1) year of the EFFECTIVE DATE of this Agreement; and ii)

OWNER AND DEVELOPER causes the last final PUD plat for any PHASE of the Naperville Polo Club development to be recorded within five (5) years of the EFFECTIVE DATE of this Agreement. Any portion of the SUBJECT PROPERTY for which a Final PUD Plat has not been approved as set forth above shall be subject to revocation in whole or in part by the City Council in accordance with Section 6-4-8:2 through 3 of the Naperville Municipal Code then in effect.

S1.5 Park District Annexation. Prior to recordation of this Agreement, OWNER AND DEVELOPER shall file a petition for annexation of the SUBJECT PROPERTY to the Naperville Park District. No building permit for the Naperville Polo Club development shall be issued by the City until the SUBJECT PROPERTY is also annexed to the Naperville Park District.

S2.0 ALLOCATION OF LIABILITY AND ASSIGNMENT.

S2.1 In some instances in this Agreement PULTE (and not OWNER AND DEVELOPER) is specified as responsible for construction or installation of specific improvements and to make certain land donations (herein referenced as “PULTE ONLY” obligations); in other instances in this Agreement OWNER AND DEVELOPER is responsible for development of portions of the Naperville Polo Club development or for construction or installation of specific improvements. It is agreed that where obligations herein are OWNER AND DEVELOPER obligations, that all entities which comprise “OWNER AND DEVELOPER” (as may change from time to time) shall be jointly and severally liable to the CITY for performance of said obligations.

S2.2 Where provisions set forth herein reference PULTE and not OWNER AND DEVELOPER, those obligations are “PULTE ONLY” obligations for which OWNER AND DEVELOPER are not responsible (except to the extent that PULTE remains a component of OWNER AND DEVELOPER”). Where provisions herein reference PULTE and OWNER AND DEVELOPER, PULE is referenced relative to its obligations for PULTE ONLY obligations. Where provisions herein provide for obligations to be performed by PULTE and OWNER AND DEVELOPER, PULTE and OWNER AND DEVELOPER shall be jointly and severally liable therefor.

S2.3 Where specific obligations herein are indicated to be PULTE obligations (defined above as PULTE ONLY obligations), PULTE shall not have the right to transfer or assign those responsibilities to any other entity or individual without the prior written consent of the City Manager.

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

S3.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is four thousand dollars (\$4,000.00), was paid prior to recordation of this Agreement.

S3.2 Prior to recordation of this Agreement, PULTE paid the CITY one hundred and twenty thousand three hundred and twenty-five dollars and twenty-five cents (\$120,325.25) for recapture and contribution to the Southwest Pump Station and Force Main. There are currently no other City of Naperville Utility Rebates, Recapture Fees, Special Assessments or Special Service Area Taxes applicable to the SUBJECT PROPERTY. There are no other recapture fees or contribution costs due from OWNER AND DEVELOPER in connection with the initial development of the SUBJECT PROPERTY as set forth in this Agreement; initial development (“**Initial Development**”) being the construction of 397 residential units as depicted on **EXHIBIT D** (the Preliminary Plat of Subdivision)

S3.3 Prior to recordation of this Agreement, PULTE paid the CITY four thousand nine hundred fifty-one dollars and fifty-three cents (\$4,951.53) and the CITY shall pay that amount 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 \$4,951.53. In the event the amount required to be paid pursuant to said statutory provisions is greater than \$4,951.53, PULTE shall remain liable for the remaining balance and shall pay the same within thirty (30) days of the CITY’S submission of an invoice therefor.

S3.4 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 OWNER AND DEVELOPER is required to pay in connection with the development of the SUBJECT PROPERTY, OWNER AND DEVELOPER shall have the right 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:

Community Services Department/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 PULTE:

Pulte Home Company, LLC
Attention: Rob Getz
1900 E. Golf Road, Suite 300
Schaumburg, IL 60173
Email address: Robert.Getz@pultegroup.com.

WITH COPIES TO:

Rosanova & Whitaker, Ltd.
Attention: Russell G. Whitaker, III
127 Aurora Avenue
Naperville, IL 65040
Email address: russ@rw-attorneys.com

IF TO OWNER AND DEVELOPER:

Pulte Home Company, LLC [for Pulte Home Company, LLC]
Attention: Rob Getz
1900 E. Golf Road, Suite 300
Schaumburg, IL 60173
Email address: Robert.Getz@pultegroup.com.

And

Kuhn, Heap and Monson [for the Chicago Title Land Trusts]
Attention: Dick Kuhn

552 S. Washington Street, Suite 100
Naperville, IL 60540

IF TO FOREST PRESERVE DISTRICT OF WILL COUNTY:

Executive Director
Forest Preserve District of Will County
17540 W. Laraway Road, Joliet, IL 60433
Email address: rschultz@fpdwc.org

WITH COPIES TO:

Bryan Kopman
KGG, LLC
111 N. Ottawa Street
Joliet, IL 60432
Email address: bkopman@kggllc.com

S4.2 Notices shall be given by prepaid overnight mail sent by a nationally recognized delivery service and shall be deemed given one (1) 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 shall 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, 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 dwellings, such amendment shall not be applicable to any building permit applications submitted for construction of the thirty (30) Restricted Price Units (as defined in Section S19.2 hereof) located in The Springs for a period of seven (7) years from the EFFECTIVE DATE.

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 within six (6) months of the EFFECTIVE DATE of this Agreement. During said six (6) month period, the provisions of G15.1.2 and G15.2 hereof shall not apply to the existing structures. Said existing structures shall be vacant as of the EFFECTIVE DATE and shall remain vacant until demolished. OWNER AND DEVELOPER shall obtain a demolition

permit from the CITY prior to commencement of the demolition work. If existing structures located on the SUBJECT PROPERTY are not demolished within six (6) months of the EFFECTIVE DATE of this Agreement, then the City may issue a stop-work order on any open permits for development of the SUBJECT PROPERTY and may withhold issuance of any new permits associated with the development of the SUBJECT PROPERTY until demolition has been completed.

S7.0 EMERGENCY ACCESS.

S7.1 OWNER AND DEVELOPER shall construct, at OWNER AND DEVELOPER'S sole costs, two points of access for emergency vehicles as approved by the City Engineer prior to issuance of the first building permit for each respective PHASE of the SUBJECT PROPERTY; said accesses will be maintained until the roadways in such PHASE have been constructed by the OWNER AND DEVELOPER and approved by the City Engineer. Said 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 construction of the development on the SUBJECT PROPERTY, OWNER AND DEVELOPER 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.

S8.1.2 OWNER AND DEVELOPER hereby elect to pay the required school donation cash-in-lieu fees on a per permit basis (“**Per Permit Basis**”) prior to issuance of each building permit for each residential dwelling unit within the SUBJECT PROPERTY pursuant to the provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code then in effect. Payment amounts shall be based upon the provisions set forth in the Naperville Municipal Code in effect at the time of payment.

S8.1.3 OWNER AND DEVELOPER acknowledges 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.

S8.1.4 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 PULTE will work with the Naperville Park District (“**Park District**”) to come to an agreement (“**Park District Land-Cash Agreement**”) setting forth their respective responsibilities regarding the design, construction, timing, and payment of the park site, park improvements intended to fulfill all or any part of OWNER AND DEVELOPER’S park donation obligations hereunder, and payment of any remaining cash contribution (the “**Cash Balance**”).

S8.2.2 As part of the Park District Land-Cash Agreement, PULTE shall donate to the Park District: i) an approximately 2.22 acre parcel of land, depicted as **Outlot F** on the Preliminary PUD Plat attached hereto as **EXHIBIT C**, (hereinafter known as “**Park Site**”); and ii) an approximately 5.82 acre parcel of land, depicted as **Outlot E** on the Preliminary PUD Plat attached hereto as **EXHIBIT C** (hereinafter known as “**Multi-Use Fields**”). Said conveyances shall be subject to the terms and conditions set forth and referenced herein and as set forth in the Park District Land-Cash Agreement. The Park District Land-Cash Agreement shall specify the credit afforded for the donation of the Park Site and the Multi-Use Fields, credits for any improvements to the Park Site and the Multi-Use Fields, Cash Balance to be paid by OWNER AND DEVELOPER and the schedule for payment thereof.

S8.2.3 The Park District Land-Cash Agreement shall be subject to City Council approval as a negotiated land-cash agreement permitted under Section 7-3-5 of the Code to be considered for approval in conjunction with the first final plat of subdivision for the SUBJECT PROPERTY.

S8.2.4 A fully executed version of the approved Park District Land-Cash Agreement shall be recorded against the entirety of the SUBJECT PROPERTY prior to recordation of any final plat of subdivision or final PUD plat for the SUBJECT PROPERTY, and a copy of the recorded Agreement shall be promptly provided to the

City's Zoning Administrator.

S8.2.5 All final plats of subdivision and final PUD plats for the SUBJECT PROPERTY shall reference the Park District Land-Cash Agreement and its recording number.

S8.2.6 PULTE shall convey the Park Site and Multi-Use Field to the CITY for subsequent conveyance to the Naperville Park District pursuant to the requirements set forth in Section 7-3-5 of the Naperville Municipal Code, as amended from time to time, including but not limited to the provisions of Sections 7-3-5:9 and 7-3-5:10 thereof. Prior to conveyance thereof, the CITY shall reserve easements on the Park Site and the Multi-Use Field as provided in the Memorandum of Understanding between the CITY and the Park District dated 12/21/2010 and approved by Resolution No. 10-060, or as otherwise agreed by the CITY and the Park District. Failure to convey the Park Site and/or the Multi-Use Field to the CITY for conveyance to the Park District on timely basis and in compliance with the requirements of Section 7-3-5 of the Naperville Municipal Code and in accordance with the Park District Land-Cash Agreement, and/or failure to pay any Cash Balance due shall entitle the CITY to cease issuance of permits related to development of the SUBJECT PROPERTY. In the event of any conflict between the provisions of Section 7-3-5 of the Naperville Municipal Code and the Park District Land-Cash Agreement, the provisions of the Park District Land-Cash Agreement shall prevail.

S8.2.7 PULTE shall be liable to pay in full all real estate property taxes on the Park Site and Multi-Use Field accruing through the date of conveyance thereof to the Park District. PULTE shall pay such taxes within fifteen (15) calendar days of notice thereby issued by the CITY. Notwithstanding the foregoing, PULTE may opt to object to a required tax payment in which case PULTE shall be solely responsible for payment of all taxes deemed owed and any associated fees and penalties therefor within seven (7) calendar days of issuance of a final decision on such objection. PULTE agrees that failure to pay all real estate property taxes in accord with the provisions set forth above shall result in the CITY'S ability to pay such taxes and place a lien therefor against the SUBJECT PROPERTY, or any portion thereof as determined by the CITY, plus interest, attorney's fees and costs and recording costs, or alternatively for the CITY to cease issuance of permits related to development of the SUBJECT PROPERTY.

S9.0 REQUIRED RIGHT-OF-WAY DEDICATIONS.

S9.1 The OWNER AND DEVELOPER agrees to dedicate, at no cost to the CITY, the following full and half-width rights-of-way as described below and depicted on the Preliminary Plat of Subdivision prepared by CEMCON, Ltd, dated June 6, 2022, last revised January 16, 2023, attached hereto and incorporated herein by reference as **EXHIBIT D**. 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: sixty foot (60') 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.

S10.0 NEW BOOK ROAD IMPROVEMENTS.

S10.1 PULTE agrees to design and construct, at its sole cost, new Book Road (hereinafter "**New Book Road**") as a two-lane pavement cross-section running from the north to the south side of the SUBJECT PROPERTY as shown on the preliminary engineering plans by CEMCON, Ltd., dated June 6, 2022, last revised January 16, 2023, attached hereto and incorporated herein by reference as **EXHIBIT E** (hereinafter referred to as "**Preliminary Engineering Plans**") as said plans may be modified with the written approval of the City Engineer. Said improvements shall include pavement construction and striping, curb and gutter, installation of a five-foot (5') wide public sidewalk and street lights along the east side of the road, a ten-foot (10') multi-use path on the west side of the road, installation of parkway trees in the right-of-way on both sides of the road, all as generally depicted on the Preliminary Engineering Plans, 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 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.

S10.2 Unless otherwise approved in writing by the City Engineer, the construction of the New Book Road Improvements shall be completed and approved by the CITY Engineer not later than two (2) years after the EFFECTIVE DATE of this Agreement. The foregoing timeframe may be extended by the written agreement of the City Engineer.

S10.2.1 If the New Book Road Improvements are not constructed and approved within two (2) years after the EFFECTIVE DATE of this Agreement, 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 until said improvements are constructed and approved.

S11.0 119TH STREET IMPROVEMENTS.

S11.1 PULTE agrees, at its sole cost, to make the following improvements (together the “**Route 59 Turn Lanes**”) as depicted on the Preliminary Engineering for 119th St. & IL. RTE. 59 Right Turn Lane, prepared by Cemcon, Ltd., and last dated July 22, 2022 attached hereto and incorporated herein by reference as **EXHIBIT F** (the “**Preliminary Right Turn Lane Plans**”):

- i. A west-bound to north-bound right-turn lane on 119th Street to IL Route 59; and
- ii. A 185 foot extension of the existing westbound to southbound left turn lane on 119th Street.

S11.2 Unless revisions are otherwise approved in writing by the City Engineer, final engineering plans for the Preliminary Right Turn Lane Plans 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 Right Turn Lane Plans.

S11.3 If the Illinois Department of Transportation, in permitting the Route 59 Turn Lanes, requires any additional roadway or traffic-related improvements, PULTE shall incorporate said improvements in the final plans for the Route 59 Turn Lanes, (or new plans for said improvements if so directed by the City Engineer), and submit said plans to the City Engineer for approval concurrent with the submission of the first final plat of subdivision for all or any portion of the SUBJECT PROPERTY. For the purposes of this Agreement, such additional improvements are defined herein as “**Other Route 59 Improvements**”.

S11.4 Unless otherwise approved in writing by the City Engineer, the Route 59 Turn Lanes and any Other Route 59 Improvements, shall be fully completed by the PULTE, at PULTE'S sole cost, and approved by the City Engineer within one (1) year of the Illinois Department of Transportation's (IDOT) issuance of a permit for construction of the improvements. Said timeframe may be extended by the written agreement of the City Engineer. If said 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 until said improvements are constructed by the PULTE and approved by the City Engineer subject to any IDOT comments also having been addressed.

S11.5 PULTE shall design and improve, at its sole cost, 119th Street with left hand turn lanes adjacent to the intersections of Road B, Book Road, and the entrance to Wolf Creek Subdivision (on the south side of 119th Street) (collectively hereinafter known as the "**119th Street Turn Lanes**") as generally depicted on the Preliminary Engineering Plans unless revisions are otherwise approved in writing by the City Engineer.

Final engineering plans for the 119th Street Turn Lanes shall be submitted for review and approval of the City Engineer concurrently 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 unless otherwise approved in writing by the City Engineer.

S11.6 The Route 59 Turn Lanes, Other Route 59 Improvements, and the 119th Street Turn Lanes referenced above are collectively referred to herein as the **119th Street Road Improvements**.

The 119th Street Road Improvements, except for any Other Route 59 Improvements which may be required, are depicted on the **Preliminary Engineering Plans/Exhibit E** and the **Preliminary Right Turn Lane Plans** which preliminary plans have been reviewed and approved by the City. Construction of the 119th Street Road Improvements is contingent upon the final design thereof, which shall be reflected in the final engineering plans for Naperville Polo Club.

S11.7 PULTE is responsible for obtaining, at its sole cost, any and all required permits for the 119th Street Road Improvements, which may include permits from the Illinois

Department of Transportation (IDOT), Wheatland Township Road District, and the CITY. OWNER AND DEVELOPER shall provide copies of any required permits to the CITY upon approval.

S11.8 Unless otherwise approved in writing by the City Engineer, the 119th Street Turn Lanes shall be fully completed by PULTE and approved by the City Engineer within two (2) years of the EFFECTIVE DATE of this Agreement. Said timeframe may be extended by the written agreement of the City Engineer. If the 119th Street Turn Lanes are not constructed by PULTE and approved by the City Engineer and/or IDOT, as applicable, 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 until said improvements are constructed by PULTE and approved by the City Engineer and/or IDOT, as applicable.

S11.9 119th Street currently falls under the jurisdiction of multiple bodies including the Village of Plainfield, the Village of Bolingbrook, and Wheatland Township. Upon annexation of the SUBJECT PROPERTY, a portion of 119th Street will also fall within the jurisdiction of the City of Naperville. Long-term improvements to 119th Street may include potential land acquisition, road widening, and bridge improvements through a long-term, multi-jurisdictional effort (“**Long-term 119th Street Improvements**”).

S11.9.1 PULTE has agreed to an initial contribution (“**Road Contribution**”) of three hundred thousand dollars (\$300,000.00) to the CITY to fund a portion of the PHASE 1 Engineering Study for the Long-term 119th Street Improvements. Said Road Contribution shall be paid prior to the recordation of this Agreement. In addition, PULTE shall be liable for an additional contribution to the PHASE 1 Engineering Study for the Long-term 119th Street Improvements (“**Contingent Road Contribution**”) if the CITY has retained a consultant for the PHASE 1 Engineering Study for the Long-term 119th Street Improvements prior to issuance of the last building permit for a dwelling unit in Naperville Polo Club and the City’s actual cost of the study is greater than the amount of the Road Contribution. The Contingent Road Contribution shall be based on the difference between the Road Contribution and the City’s actual cost of the study. PULTE’S total contribution (Road Contribution + Contingent Road Contribution) shall be not greater than a five hundred thousand dollars (\$500,000.00) total payment. If required, the Contingent Contribution Contingent Payment shall be made within sixty (60) days of a written

request therefor and submission of an invoice evidencing the additional cost submitted by the City Engineer to PULTE. The CITY may withhold building permits for the SUBJECT PROPERTY if the Contingent Road Contribution has not been made within sixty (60) days of a written request therefor.

S12.0 HAWKWEED DRIVE.

S12.1 PULTE shall design and improve, at its sole cost, Hawkweed Drive through the SUBJECT PROPERTY to the terminus of the existing Hawkweed Drive in Southpointe Subdivision (the “**Hawkweed Connection Point**”).

S12.2 Prior to completion of the Hawkweed Connection Point, PULTE shall install, at its sole cost, a temporary emergency gate (“**Emergency Gate**”) at the Hawkweed Connection Point which shall be utilized only for emergency vehicle access. PULTE shall obtain approval of the Gate from the CITY’S Transportation, Engineering, and Development (TED) Business Group, Department of Public Works, and Fire Department prior to installation.

S12.2.1 Within sixty (60) days of the earliest of any of the following occurring, the Emergency Gate shall be removed by OWNER AND DEVELOPER at its sole cost: (i) completion of the Initial Development of the Naperville Polo Club development, as Initial Development is defined in Section S3.2 hereof; (ii) completion of the Long-term 119th Street Improvements referenced above in Section S11.5; or (iii) five (5) years from the date of approval of the first final PUD plat or first final subdivision plat for any part of the SUBJECT PROPERTY.

S12.3 OWNER AND DEVELOPER shall prohibit its contractors and subcontractors from using roadways in Southpoint Subdivision, including but not limited to using Hawkweed Drive in the Southpointe Subdivision, for ingress/egress to Naperville Polo Club until completion of the Initial Development has occurred.

S12.4 The CITY may enforce the provisions of this Section 12, and each subpart hereof, by any means it deems appropriate at law or in equity, including but not limited to issuance of ordinance violations to OWNER AND DEVELOPER and withholding any further building, occupancy, and/or site development permits for the SUBJECT PROPERTY until the violation is cured. OWNER AND DEVELOPER shall reimburse the CITY for any and all costs incurred in enforcement of the provisions of this Section 12 and each subpart hereof, including but not limited to reasonable attorney’s fees and costs (whether in-house or outside counsel).

S13.0 SIDEWALKS AND PATHS.

S13.1 Notwithstanding the provisions of G6.0-Sidewalks and Other Transportation Related Public Improvements, the following sidewalk and path improvements are required to be installed at the sole cost of the OWNER AND DEVELOPER.

S.13.2 The New Book Road Improvements described in Section S10.0 of this Agreement include a ten-foot (10') wide multi-use path on the west side of New Book Road and five-foot (5') wide public sidewalk along the east side of the New Book Road between 119th Street and the northern property line of the SUBJECT PROPERTY (hereinafter "**New Book Road Path & Sidewalk**") as depicted on the Preliminary Engineering Plans. PULTE shall install the New Book Road Path & Sidewalk as part of the New Book Road Improvements. Installation of said New Book Road Path & Sidewalk shall be approved by the City Engineer pursuant to the timeline and provisions as set forth in Section S10 above.

S13.3 PULTE shall install, at its sole cost, a ten-foot (10') wide multi-use path on the north side of 119th Street along the frontage of the SUBJECT PROPERTY (hereinafter the "**119th Street Path**") as depicted on the Preliminary Engineering Plans. OWNER AND DEVELOPER shall install the 119th Street Path concurrent with the respective public improvements for each Phase.

S13.4 OWNER AND DEVELOPER shall install, at its sole cost, public sidewalks along both sides of all public rights-of-way internal to the SUBJECT PROPERTY. The Parties agree that OWNER AND DEVELOPER shall install sidewalk along the frontage of each lot as a condition to the issuance of a final certificate for each lot. OWNER AND DEVELOPER shall complete such sidewalk construction for each PHASE of the SUBJECT PROPERTY, 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 PHASE of 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.

S13.5 PULTE shall construct the Forest Preserve Path and Multi-Use Trail as described in Section S21.2 hereof.

S13.6 If the sidewalks and paths described in Sections S13.3, S13.3, and S13.4 above are not constructed and approved as set forth above, 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 until said sidewalks are constructed and approved.

S13.7 The provisions of Section S13 and each subsection hereof shall survive the expiration or termination of this Agreement.

S14.0 REQUIRED LANDSCAPING.

S14.1 OWNER AND DEVELOPER shall, at its sole cost and expense, install the trees and other landscaping materials on the SUBJECT PROPERTY and adjacent to the SUBJECT PROPERTY in public right-of-way, as depicted on the Preliminary Landscape Plan prepared by the Signature Design Group, dated June 6, 2022, last revised August 26, 2022, attached hereto as **EXHIBIT G** (hereinafter “**Preliminary Landscape Plans**”), including but not limited to the following:

- i. Parkway trees along both sides of New Book Road (“**New Book Road Parkway Trees**”); and
- 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 (“**Internal Parkway Trees**”); and
- iv. The New Book Road Parkway Trees, the 119th Street Parkway Trees, and the Internal Parkway Trees referenced above are herein collectively referred to as the “**Required Parkway Trees**”.

S14.2 Final landscape plans for each PHASE of the SUBJECT PROPERTY shall be submitted by OWNER AND DEVELOPER 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 Plan and shall also conform to the requirements of Title 5, Chapter 10 of the Naperville Municipal Code, as amended from time to time.

S14.3 OWNER AND DEVELOPER shall plant the Internal Parkway Trees, at its sole cost, as soon as reasonably practical to the extent permitted during construction on the SUBJECT PROPERTY. The Parties agree that OWNER AND DEVELOPER shall install Internal Parkway Trees along the frontage of each lot as a condition to the issuance of a final occupancy

certificate for each lot. 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 certificate for said PHASE or within five (5) years of the recordation of each final plat of subdivision for said PHASE, whichever comes first.

S14.4 OWNER AND DEVELOPER shall notify the City Forester in writing within thirty (30) days of completion of planting all the Required Parkway Trees for each PHASE, 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 Required Parkway Trees in that PHASE are in good condition. If the condition of any of the Required Parkway Trees is not satisfactory to the City Forester, OWNER AND DEVELOPER shall replace said trees at the direction of the City Forester and within a timeframe established by the City Forester.

S14.5 If OWNER AND DEVELOPER fail to comply with the requirements set forth or referenced in Sections 14.1 through 14.4 above, the CITY may withhold any further building, occupancy and/or site development permits for the SUBJECT PROPERTY until Required Parkway Trees are installed.

S14.6 The provisions of Section S14 and each subsection hereof shall survive the expiration or termination of this Agreement.

S15.0 RESERVED.

S16.0 SANITARY LIFT STATION AND RELATED SANITARY SEWER IMPROVEMENTS.

S16.1 PULTE, at its sole cost, shall design and construct a new sanitary lift station, a force main, and all associated equipment, fence, parking, driveway, and grading and seeding to serve the SUBJECT PROPERTY and that portion of the South Pointe Subdivision that is currently served by an existing sanitary lift station; (2) 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) make an election regarding Decommissioning of the current lift station as provided below. The improvements described in (1) and (2) above are hereinafter together referred to as the "Lift Station/South Pointe Connection Improvements" and shall be constructed in substantial compliance with the Preliminary Engineering Plans attached hereto as

EXHIBIT E. No part of the new sanitary lift station shall be constructed in the 100-year floodplain.

S16.1.1 PULTE’s Election re: Decommissioning. Within ninety (90) days of the date that the CITY commences operation of the new lift station, the City shall obtain an estimate of costs for Decommissioning. Within thirty-five (35) calendar days of Pulte’s receipt of said cost estimate (currently anticipated to be not less than thirty-one thousand dollars (\$31,000)), PULTE shall give the City Engineer and the Director of DPU-W written notice of its election to:

- (i) Decommission the lift station that presently serves a portion of the South Pointe Subdivision which is located on property owned by the Forest Preserve District of Will County as “Decommission”/Decommissioning” is defined below, at PULTE’s sole cost; or
- (ii) Reimburse the City for its actual costs to perform said Decommissioning as provided below.

“Decommission” or **“Decommissioning”** is herein defined as follows: full removal of the pumps, associated pipes, valves, pump bases, guide rails, electrical conduits, cables and controls, asphalt, and pump station structures, the filling with clean clay and topsoil, grading and seeding of the area disturbed by the Decommissioning, and all costs of disposal associated with Decommissioning. Notwithstanding the foregoing, Decommissioning does not include environmental testing or any increase in the scope of work associated with environmental remediation (including, but not limited to, disposal of contaminated materials, filling with clean clay and topsoil, any permitting, or any third-party liability) if any environmental remediation is required to be done.

- a. If PULTE elects to Decommission the lift station, PULTE shall submit final engineering plans and construction specification plans to Decommission the current lift station to the Director of DPU-W within ninety (90) days of said election. Said Decommissioning work shall be performed by PULTE within ninety (90) days of approval of said plans and shall be performed in accordance therewith. Prior to PULTE’s undertaking Decommissioning work, the City shall provide PULTE with a list of the equipment that the CITY designates to be salvaged, which shall be

returned to the CITY by PULTE within seven (7) days of Decommissioning; all remaining parts thereof to be legally disposed of by PULTE at PULTE's cost. Upon completion of the Decommissioning work, the CITY shall inspect the Decommissioned site to confirm that Decommissioning work was completed in accord with approved plans and specifications.

b. If PULTE elects to have the CITY perform Decommissioning of the current lift station, then following the completion of Decommissioning which shall occur within one (1) year of commissioning the new lift station, and within sixty (60) days of issuance of an invoice from the CITY for the CITY's reasonable actual costs therefor, PULTE shall pay said invoice to the CITY in full. Failure to pay timely pay the CITY's invoice in full shall result in the CITY's ability to withhold any further building or occupancy permits for any part of the SUBJECT PROPERTY whether owned solely by PULTE or owned by OWNER AND DEVELOPER until payment has been resolved. In the event there is a dispute regarding the reasonable actual costs of Decommissioning, the CITY shall not withhold permits if Pulte or OWNER AND DEVELOPER escrows an amount equal to the CITY's invoice pending resolution of the disputed payment amount.

S16.1.2 Prior to recordation of the first final plat of subdivision for all or any part of the SUBJECT PROPERTY, PULTE shall submit to the CITY for approval: (i) final engineering plans and construction specifications for the Lift Station/South Pointe Connection Improvements in substantial conformance with the Preliminary Engineering Plans attached hereto as **EXHIBIT E**.

S16.1.3 The Lift Station/South Pointe Connection Improvements and the Decommissioned Lift Station Work, if PULTE has elected to perform the Decommissioning of the South Pointe Lift Station as set forth above, shall be fully completed by PULTE and approved by the City Engineer and the Director of the Department of Public Utilities – Water/Wastewater prior to issuance of the first final occupancy certificate for the SUBJECT PROPERTY. Unless otherwise approved in writing by the City Engineer and the Director of the Department of Public Utilities-Water/Wastewater, no occupancy certificates shall be issued until the Lift Station/South Pointe Connection Improvements are operational and accepted by the CITY.

S16.1.4 After construction and installation of the Lift Station/South Pointe Connection Improvements on Outlot L, and approval thereof by the City Engineer, PULTE will convey Outlot L and the improvements thereon, at no charge, to the CITY by warranty deed in a form approved by the City Attorney.

S16.1.5 The timeframes set forth in this Section 16.0, and each subsection hereof, may be modified with the written approval of the City Engineer and the Director of the Department of Public Utilities – Water/Wastewater.

S16.1.6 The provisions of Section S16 and each subsection hereof shall survive the expiration or termination of this Agreement.

S17.0 PROVISION OF UTILITY SERVICES TO SUBJECT PROPERTY.

S17.1 In order to facilitate the provision of sanitary sewer service to the SUBJECT PROPERTY, OWNER AND DEVELOPER shall construct sanitary sewer infrastructure improvements in substantial conformance with the Preliminary Engineering Plans as needed to provide sanitary sewer service to the SUBJECT PROPERTY as and when it constructs each PHASE of the SUBJECT PROPERTY.

S17.2 Revisions to the Preliminary Engineering Plans may be approved in writing by the City Engineer.

S17.3 PULTE investigated the potential amendment of the current facility planning area applicable to the SUBJECT PROPERTY and was advised that neither the Chicago Metropolitan Agency for Planning (“CMAP”) nor the Illinois Environmental Protection Agency (“IEPA”) are enforcing or amending facility planning areas. In lieu of an amendment to the facility planning area, CMAP advised that the governing jurisdictions reach separate agreement with respect to sanitary service.

The CITY shall execute the applications that OWNER AND DEVELOPER 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 DEVELOPER to take action to seek to amend the boundaries of the Naperville Facility Planning Area and/or the Plainfield Facility Planning Area subject to the following: OWNER AND DEVELOPER agrees that: (i) PULTE 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, attorney's fees (whether in-house or outside counsel) 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, including but not limited to issuance of permits therefor; 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, PULTE will defend, indemnify and hold the CITY and its officers, agents, and employees harmless from any failure or refusal to issue permits of any kind related to the development of the SUBJECT PROPERTY. The defense, indemnification, and hold harmless provisions set forth herein shall survive the expiration or termination of this Agreement, but shall terminate on issuance of the last final occupancy certificate for the Naperville Polo Club development.

S18.0 AVAILABILITY OF WATER AND SANITARY SEWER.

S18.1 In consideration of upgrades that the City is making to its sanitary sewer infrastructure and to ensure that adequate sanitary sewer service can be provided to the SUBJECT PROPERTY, OWNER AND DEVELOPER hereby consents to limit the number of annual occupancy certificates for the SUBJECT PROPERTY through December 31, 2026. OWNER AND DEVELOPER hereby consents to limiting annual occupancy certificates for the SUBJECT PROPERTY to not more than:

2023: six (6)

2024: eighty (80)

2025: one hundred and fifty (150)

2026: one hundred and fifty (150)

If OWNER AND DEVELOPER receives fewer occupancy certificates than the limit set forth above in any given year, then the difference between actual occupancy certificates received and the annual limit on occupancy certificates shall be rolled into the following year. As of December 31, 2026, there shall be no limit on the number of occupancy certificates OWNER AND DEVELOPER can receive in any year subject to the provisions set forth herein.

S18.2 Notwithstanding any other provision herein, OWNER AND DEVELOPER acknowledges that provision of the forgoing services may be affected based on determinations by

Illinois Environmental Protection Agency relative to the capacity of the City's wastewater treatment facility and shall not seek to impose liability against the City as a result thereof. The provisions of this Section S18.2 shall survive the expiration or termination of this Agreement.

S19.0 SALE OF RESTRICTED PRICE UNITS.

S19.1 OWNER AND DEVELOPER proposes to construct three hundred and ninety-seven (397) dwelling units on the SUBJECT PROPERTY in four (4) different series of homes, as follows:

- (i) The Townes: 136 dwelling units (with 27 Restricted Price units*);
- (ii) The Springs: 148 dwelling units; (with 30 Restricted Price units*);
- (iii) The Meadows: 56 dwelling units; and
- (iv) The Estates: 57 dwelling units.

*Restricted Price has the meaning set forth in Section S19.2 hereof.

S19.2 PULTE commits to restricting the initial sale (“**Initial Sale**”) of a minimum of twenty (20%) percent of the dwelling units in The Springs and a minimum of twenty (20%) percent of the dwelling units in The Townes as noted above to a price at or below Four Hundred and Forty Thousand Dollars (\$440,000.00) which is based on 100% of the local Naperville Area Median Income as reported by the most recent American Community Survey Five-Year Estimates for the City of Naperville (the “**Restricted Price**”). PULTE commits to marketing units in both The Springs and The Townes for sale at or below the Restricted Price with the first PHASE of Naperville Polo Club. The Parties acknowledge that pace of sales of dwelling units that are at or below the Restricted Price threshold (the “**Restricted Price Units**”) will be influenced by market conditions and hereby agree that the only restriction or requirement on the pace of sales below the Restricted Price is that all such sales must occur within eighteen (18) years of the Effective Date of this Agreement. The Parties acknowledge and agree that there will be 27 Restricted Price Units in The Townes and 30 Restricted Price Units in The Springs.

19.2.1 Notwithstanding the foregoing, OWNER AND DEVELOPER may increase the Restricted Price by 3.7% per year beginning with closings scheduled to occur in 2025. OWNER AND DEVELOPER may dictate the pace at which Restricted Price Units are conveyed so long as the Restricted Price does not exceed the 3.7 per year acceleration rate (each year) and so long as all Restricted Price sales are completed within the 18 year period set forth above.

S19.2.2 Initial Sale or Initial Sales shall mean the first sale of a dwelling unit being sold at the Restricted Price from PULTE. After the Initial Sale, the Restricted Price Units may be sold at full market rate.

S19.3 OWNER AND DEVELOPER shall submit a quarterly report (“**Quarterly Report**”) each year until all dwelling units which are subject to the Restricted Price have been sold as provided herein. The first Quarterly Report shall be submitted by PULTE in writing to the City Manager with a copy to the City Zoning Administrator on or before December 31, 2024, with quarterly reports being submitted in the same manner every quarter thereafter until the required Restricted Price Units have been sold. The Quarterly Report will show: (i) the total number of dwellings units in The Townes (136) and The Springs (148); (ii) the total number of dwellings units which much sell at or below the Restricted Price in The Townes (27) and The Springs (30); (iii) the total number of dwelling units in each of The Townes and The Springs which have been sold at an Initial Sale at or below the Restricted Price, and the addresses of such dwelling units; (iv) the total number of dwelling units sold at market rate in The Springs Series and in the Townes Series; and v) the total number of dwelling units left to be constructed in The Springs Series and in the Townes Series.

S19.4 If PULTE fails to submit the Quarterly Report to the City Manager in a timely manner, the CITY has the right to withhold occupancy certificates on the SUBJECT PROPERTY until PULTE has submitted the Quarterly Report.

S19.5 If PULTE fails to sell 27 Restricted Price Units in The Townes and 30 Restricted Price Units in The Springs within eighteen (18) years of the Effective Date of this Agreement, PULTE shall be in default of this Agreement, and shall be liable to pay liquidated damages to the City in the amount of seventy-five thousand dollars (\$75,000) plus an additional twenty-five thousand dollars (\$25,000) for each dwelling unit short of the required number of Restricted Price Units conveyed prior expiration of said eighteen (18) year period.

Upon payment in full of said liquidated damages, the City shall have no further right to enforce the sale of Restricted Price Units.

S19.6 The obligations as set forth under this Section S19.0, and each subsection hereof, shall terminate upon PULTE’S Initial Sale of the Restricted Price Units in compliance with the provisions of this Section 19. Upon proof of sale of all dwelling units to be sold at a Restricted Price, the CITY will issue a letter to the OWNER AND DEVELOPER acknowledging compliance

with the requirement set forth in this Section S19 above.

S20.0 WASTE SERVICES PLAN(S).

S20.1 OWNER AND DEVELOPER shall submit a plan for waste service pickup (“**Waste Service Plan**”) for review and approval by the Zoning Administrator for each PHASE of the Polo Club Development where single-family attached residential units will be constructed. Said Waste Service Plan(s) shall be submitted for approval with the final plat of subdivision for each affected PHASE.

S21.0 FOREST PRESERVE DISTRICT OF WILL COUNTY.

S21.1 119th Street Improvements. As part of the Polo Club development the City will require PULTE to construct certain improvements to 119th Street as described in Section S11 of this Agreement. In the longer term, the City intends to utilize federal funds to extend those improvements and widen 119th Street which will impact Forest Preserve District (“**FPD**”) property. In order for the City to construct improvements on FPD property, the FPD agrees to be a project applicant and partner for the federal funds to widen 119th Street and to allow the City’s roadway, utilities, sidewalks, street lights, and bikeways (together referenced herein as “**City ROW Improvements**”) to encroach on FPD property not more than sixty feet (60’) from each side of the centerline of 119th Street, except as otherwise agreed to in writing by the FPD and the City, subject to the City being obligated, at its sole cost, to construct, repair, maintain, and operate said City ROW Improvements. In addition to being a partner in the application for the City ROW Improvements as set forth above, the FPD agrees to grant the City and City agents and employees a renewable 99 year license (which will include the intent that they are intended to be permanent) to construct, reconstruct, maintain, and repair (and to allow access for those purposes) the City ROW Improvements for the purposes set forth above, and further agrees to enter into any additional agreements as needed to facilitate implementation of the intentions of the provisions of this Section S21.1. The City will not seek funding from the FPD for construction, repair, maintenance, and operation of the City ROW Improvements. The City agrees to defend, indemnify, and hold the FPD harmless for any claims of damages for injuries or loss to person or property arising out of the construction, repair, maintenance, and operation of the City ROW Improvements. Prior to accessing the FPD Property the City and its contractors shall obtain the required administratively issued permit from the FPD to access the FPD Property (called a special use permit).

S21.2 Forest Preserve Path and Multi-Use Trail.

PULTE shall construct a bicycle and pedestrian path (“**Forest Preserve Path and Multi-Use Trail**”) as part of an extension of DuPage River Trail and an east-west connection from the DuPage River Trail to the proposed Park District Parking lot along the north edge of Outlot D as depicted on **Exhibit I**. All work shall be performed in accord with the specifications listed on **Exhibit I**.

Not later than two (2) years after the EFFECTIVE DATE of this Agreement, PULTE will construct said Forest Preserve Path and Multi-Use Trail. In conjunction with PULTE’s commencement of construction of the Forest Preserve Path and Multi-Use Trail, the CITY will permit PULTE to close Old Book Road for that purpose in a manner approved by the City Engineer. The FPD will vacate Old Book Road within six (6) months of conveyance of Outlot D to the FPD or as otherwise agreed to in writing by the City Engineer. The City waives any objection to said vacation.

S21.3 Donation of Forest Preserve Outlot D. PULTE shall improve that 10.37 acre parcel of land (herein known as “**Outlot D**”) depicted on the Preliminary Plat of Planned Unit Development attached hereto as **EXHIBIT C**, (the Preliminary Plat of Planned Unit Development or “**Preliminary PUD Plat**”). The improvements to Outlot D shall be constructed consistent with the Preliminary Engineering Plans, the Preliminary Landscape Plans and the provisions of this Section S21. Upon completion of the improvements to Outlot D to the reasonable satisfaction of the City Engineer and satisfaction of the Establishment Standards (as defined in Section S21.5 below) and satisfaction of the stormwater considerations set forth in Section S21.4 below (the “**Outlot D Completion Date**”), PULTE shall provide the FPD notice of the Outlot D Completion Date and convey a fee simple interest in Outlot D to the FPD at no charge. The FPD shall accept conveyance of Outlot D within three months of Outlot D Completion Date.

S21.4 Stormwater Considerations. The Preliminary Engineering Plans for Naperville Polo Club rely on a stormwater outfall to be constructed by Pulte on Outlot D. Stormwater is designed to flow from said outfall through an existing culvert under Old Book Road (the “**OBR Culvert**”) and through an existing drainage channel from Old Brook Road to the DuPage River (the “**Drainage Channel**”). As part of the final engineering plans for the Naperville Polo Club, Pulte shall investigate the condition of the OBR Culvert and the Drainage Channel. If the City Engineer determines that the OBR Culvert: i) is not in good condition; or ii) is not appropriately sized to accommodate the designed stormwater discharge from Naperville Polo Club, then PULTE shall be responsible for the replacement of the OBR Culvert. Further, if the designed stormwater

discharge from Naperville Polo Club will cause an increase to the rate of erosion affecting any portion of the Drainage Channel, then PULTE, the FPD and the CITY, in collaboration with PULTE's engineering team, shall work toward a designed solution to address erosion issues caused by Naperville Polo Club.

To the extent that PULTE is reasonably required to complete said improvement(s), as determined by the City Engineer, the FPD and the CITY shall take necessary and appropriate actions to facilitate Pulte's completion of said work, including the issuance of necessary and appropriate authorizations or permits. The FPD shall not charge PULTE any fees or permit costs associated with PULTE's entry on the FPD Property or PULTE's performance of any work on FPD Property as may be required under this Section S21.

To the extent that any work by PULTE on FPD Property requires third-party permitting, the FPD agrees to act as a co-permit applicant with PULTE provided that PULTE or PULTE'S consultants shall prepare necessary and appropriate documentation for said third-party permit applications and PULTE shall be responsible for the cost of said applications and permit issuance.

S21.5 FPD Landscape Review.

PULTE and the FPD shall agree upon and finalize the native prairie planting for Outlot D concurrent with the City's approval of a final landscape plan for the Subject Property. Upon initial installation of the plantings for Outlot D PULTE shall be responsible for the maintenance thereof consistent with the provisions of the Maintenance and Monitoring Plan (the "MMP") that will be approved by the CITY concurrent with the final engineering plans for Naperville Polo Club. The MMP shall require annual monitoring and gathering of quantitative data necessary to evaluate the establishment of native plantings. The MMP shall establish the minimum standards for establishment of the native plantings in Outlot D (the "**Establishment Standards**"). The FPD shall have no obligation to accept ownership and operation of Outlot D until the Establishment Standards have been satisfied to the reasonable satisfaction of the City Engineer. The Establishment Standards shall be:

- 21.5.1 Within 3 months of seed installation (or three months into the growing season if dormant seeded), at least 90% of the mesic prairie and wet prairie areas, as measured by aerial coverage, shall be vegetated. A minimum 90% vegetative coverage shall be achieved in the second year and maintained throughout the three-year period for this area.
- 21.5.2 At the end of the second growing season, 50% native vegetative coverage shall be achieved within the stormwater emergent planting zones. At the end of the third

growing season, 70% native vegetative coverage shall be achieved in the emergent planting zones.

- 21.5.3 At the end of the second growing season, relative coverage of native species shall be 60% or greater at the end of the second growing season. At the end of the third growing season, relative coverage of native species shall be 75% or greater at the end of the third growing season.
- 21.5.4 At the end of the third growing season, the top three most dominant species based on relative coverage in the stormwater basins shall not be non-native. These non-native species shall include, but not be limited to, the following: reed canary grass (*Phalaris arundinacea*); common reed (*Phragmites australis*); field thistle (*Cirsium arvense*); buckthorn (*Rhamnus spp.*); cattails (*Typha spp.*); teasel (*Dipsacus spp.*); purple loosestrife (*Lythrum salicaria*); clover (*Trifolium spp.*); and sweet clover (*Melilotus spp.*).
- 21.5.5 Relative coverage of cattails within the emergent zone shall be less than 10% throughout, and at the end of the three-year period.

S21.6 Access to FPD Property. Pursuant to provisions set forth in Section S16 of this Agreement, PULTE may elect to Decommission the lift station that presently serves a portion of the South Pointe Subdivision, which lift station is located on property owned by the FPD. In such event, the FPD will grant access, subject to terms and conditions agreed to by the FPD, to PULTE's contractors and employees for the purpose of performance of said work. Prior to accessing the FPD Property PULTE shall obtain the required administratively issued permit from the FPD to access the FPD Property (called a special use permit).

S21.7 Survival. The provisions of this Section S21, and each subsection hereof shall survive the expiration or termination of this Agreement.

S22.0 FINANCIAL SURETY.

S22.1 The CITY hereby approves the form of the letter of credit attached hereto as EXHIBIT J for the sureties required for each PHASE of the Naperville Polo Club development OWNER AND DEVELOPER may alternatively use a cash deposit surety in a form approved by the City Attorney. Said sureties may also be provided other than by PHASE if agreed to in writing by the City Engineer, as may be appropriate based on the limited scope of work approved under a permit (i.e. exclusively for early grading and/or site utilities). Subject to approval by the City Engineer and the City Attorney, OWNER AND DEVELOPER shall have no obligation to provide surety to the CITY for any public improvements where surety has been posted by PULTE or by OWNER AND DEVELOPER, as applicable, to any third-party governmental entity (e.g. for the Illinois Route 59 Turn Lanes).

S23.0 EFFECTIVE DATE.

S23.1 The effective date (“**EFFECTIVE DATE**”) of this Agreement shall be the date upon which it is fully executed by the Parties hereto and recorded with the Will County Recorder. If this Agreement is not recorded prior to the date set forth in the City of Naperville Ordinance approving this Annexation Agreement, then this Agreement shall not thereafter be recorded and shall be void, having no further force and effect, by operation of law.

EXHIBIT LIST:

- A. Legal Description of SUBJECT PROPERTY
- B. Plat of Annexation of SUBJECT PROPERTY
- C. Preliminary PUD Plat
- D. Preliminary Subdivision Plat
- E. Preliminary Engineering Plans
- F. Preliminary Right Turn Lane Plans
- G. Preliminary Landscaping Plans
- H. Intentionally Omitted.
- I. Forest Preserve Path and Multi-Use Trail Exhibit
- J. Letter of Credit Form
- K. Phasing Plan

/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 _____, 2023.

Notary Public

-seal-

PULTE HOME COMPANY, LLC, a Michigan limited liability company, as OWNER AND DEVELOPER

By: _____

Name: _____

Print Name:

Its: _____

State of Illinois)
)
County of Lake)

The foregoing instrument was acknowledged before me by _____
_____, as
_____ on behalf of Pulte Home Company, LLC, a
Michigan limited liability company, this ___ day of _____, 2023.

Notary Public

PULTE HOME COMPANY, LLC, a Michigan limited liability company, as PULTE

By: _____

Printed Name: _____

Its [Title]: _____

State of Illinois)
)
County of Lake)

The foregoing instrument was acknowledged before me by _____
_____, as
_____ on behalf of Pulte Home Company, LLC, a
Michigan limited liability company, this ___ day of _____, 2023.

Notary Public

-Seal-

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1987 AND KNOWN AS TRUST NUMBER 109087

By: _____

Printed Name: _____

Its [Title]: _____

ATTEST

By: _____

Printed Name: _____

Its [Title]: _____

State of Illinois)
)
County of Lake)

The foregoing instrument was acknowledged before me on behalf of Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November 1, 1987 and known as Trust Number 1090871 by _____, it's _____ this ___ day of _____, 2023.

Notary Public

-Seal-

FOREST PRESERVE DISTRICT OF WILL COUNTY [Signing as a Party to this Agreement for the Limited Purpose of the Provisions set forth in Section S21 hereof.]

By: _____

Printed Name: Meta Mueller

Title: President, Board of Commissioners, Forest Preserve District of Will County

ATTEST

By: _____

Printed Name: Raquel Mitchell

Title: Secretary, Board of Commissioners, Forest Preserve District of Will County

State of Illinois)

)

County of Lake)

The foregoing instrument was acknowledged before me by Meta Mueller, President of the Board of Commissioners of the Forest Preserve District of Will County, and Raquel Mitchell, Secretary of the Board of Commissioners of the Forest Preserve District of Will County, this ____ day of _____, 2023.

Notary Public

-Seal-

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.

PERMANENT INDEX NUMBER: 07-01-22-400-014

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.

PERMANENT INDEX NUMBER: 07-01-22-400-013

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.

PERMANENT INDEX NUMBER: 07-01-22-400-012

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.

PERMANENT INDEX NUMBER: 07-01-22-400-011

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.

PERMANENT INDEX NUMBER: 07-01-22-400-010

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.

PERMANENT INDEX NUMBER: 07-01-22-400-009

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.

PERMANENT INDEX NUMBER: 07-01-22-400-008

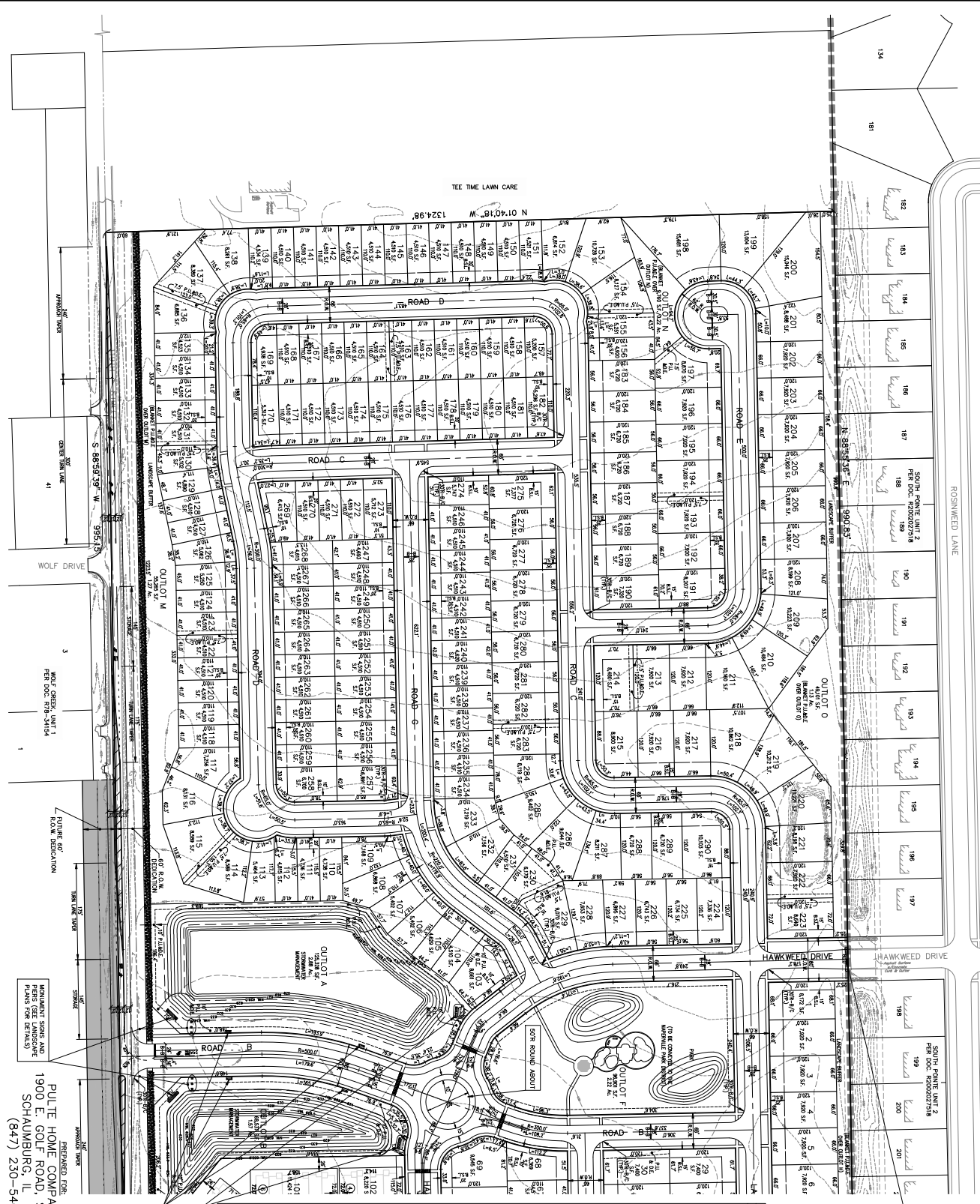
PARCEL 8:

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.
PERMANENT INDEX NUMBER: 07-01-22-400-007

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.
PERMANENT INDEX NUMBER: 07-01-22-300-015

AND THAT PART OF 119TH STREET IN SECTIONS 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 SECTIONS 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.



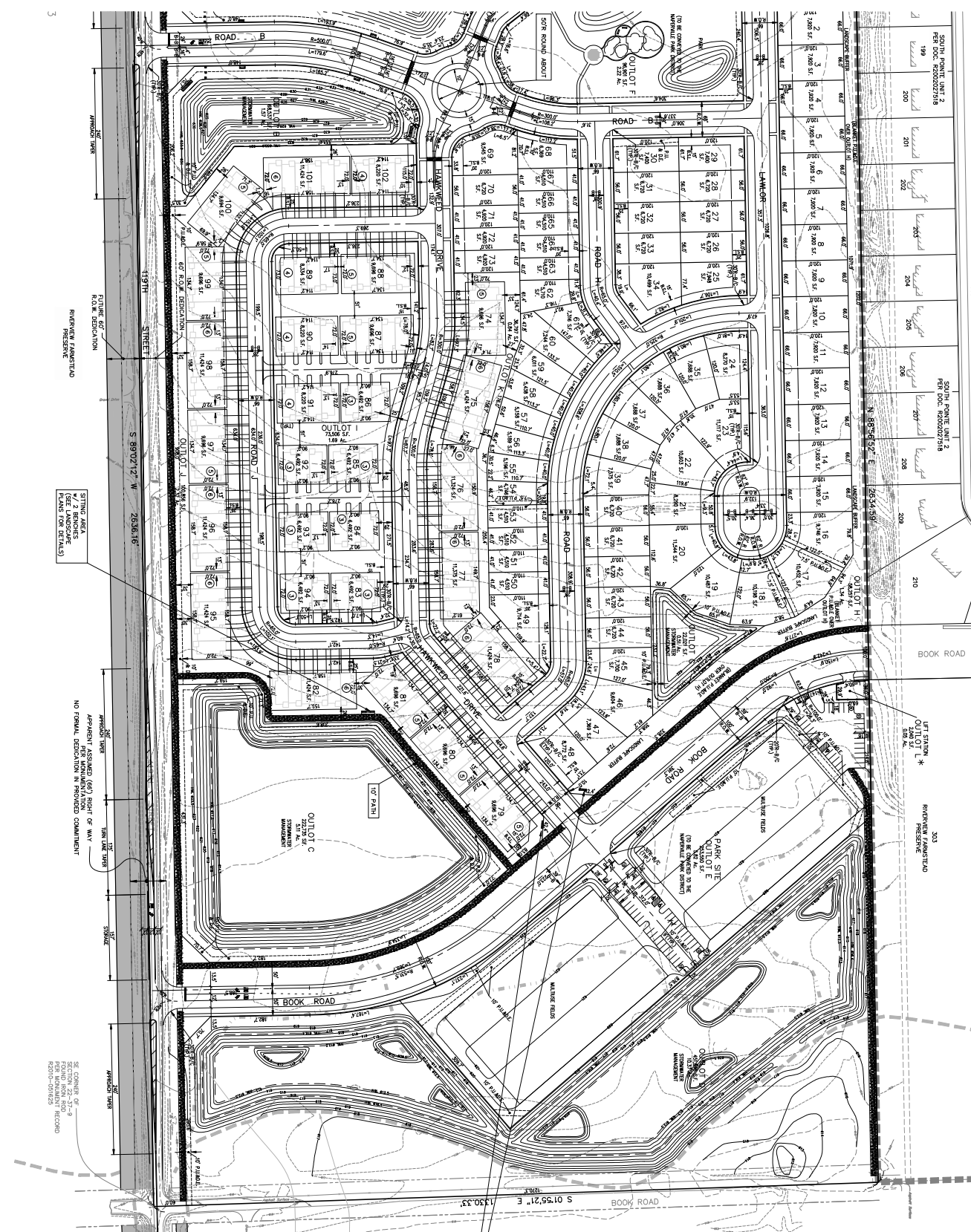
PREPARED BY: **CEMCON, Ltd.**
 2280 White Oak Circle, Suite 100
 Aurora, Illinois 60202-9875
 FAX: (312) 852-2199
 E-Mail: info@cemcon.com Website: www.cemcon.com

DATE: 11/02/2023
 PROJECT: 06-06-2023 / JDR NO. 402151
 SHEET: 1 OF 3

PREPARED FOR: **PLITE HOME COMPANY, LLC**
 1900 E. GOLF ROAD, SUITE 300
 SCHAMBERG, IL 60175
 (847) 230-5400

PROPOSED LANDSCAPING ACCESS GATE TO BE REMOVED AT CITY RESOLUTION.

LOT NO.	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)		
1	7,250	0.18	82	1,824	0.04	42	4,510	0.11	242	5,510	0.11
2	7,250	0.18	84	1,824	0.04	44	4,510	0.11	244	5,510	0.11
3	7,250	0.18	86	1,824	0.04	46	4,510	0.11	246	5,510	0.11
4	7,250	0.18	88	1,824	0.04	48	4,510	0.11	248	5,510	0.11
5	7,250	0.18	90	1,824	0.04	50	4,510	0.11	250	5,510	0.11
6	7,250	0.18	92	1,824	0.04	52	4,510	0.11	252	5,510	0.11
7	7,250	0.18	94	1,824	0.04	54	4,510	0.11	254	5,510	0.11
8	7,250	0.18	96	1,824	0.04	56	4,510	0.11	256	5,510	0.11
9	7,250	0.18	98	1,824	0.04	58	4,510	0.11	258	5,510	0.11
10	7,250	0.18	100	1,824	0.04	60	4,510	0.11	260	5,510	0.11
11	7,250	0.18	102	1,824	0.04	62	4,510	0.11	262	5,510	0.11
12	7,250	0.18	104	1,824	0.04	64	4,510	0.11	264	5,510	0.11
13	7,250	0.18	106	1,824	0.04	66	4,510	0.11	266	5,510	0.11
14	7,250	0.18	108	1,824	0.04	68	4,510	0.11	268	5,510	0.11
15	7,250	0.18	110	1,824	0.04	70	4,510	0.11	270	5,510	0.11
16	7,250	0.18	112	1,824	0.04	72	4,510	0.11	272	5,510	0.11
17	7,250	0.18	114	1,824	0.04	74	4,510	0.11	274	5,510	0.11
18	7,250	0.18	116	1,824	0.04	76	4,510	0.11	276	5,510	0.11
19	7,250	0.18	118	1,824	0.04	78	4,510	0.11	278	5,510	0.11
20	7,250	0.18	120	1,824	0.04	80	4,510	0.11	280	5,510	0.11
21	7,250	0.18	122	1,824	0.04	82	4,510	0.11	282	5,510	0.11
22	7,250	0.18	124	1,824	0.04	84	4,510	0.11	284	5,510	0.11
23	7,250	0.18	126	1,824	0.04	86	4,510	0.11	286	5,510	0.11
24	7,250	0.18	128	1,824	0.04	88	4,510	0.11	288	5,510	0.11
25	7,250	0.18	130	1,824	0.04	90	4,510	0.11	290	5,510	0.11
26	7,250	0.18	132	1,824	0.04	92	4,510	0.11	292	5,510	0.11
27	7,250	0.18	134	1,824	0.04	94	4,510	0.11	294	5,510	0.11
28	7,250	0.18	136	1,824	0.04	96	4,510	0.11	296	5,510	0.11
29	7,250	0.18	138	1,824	0.04	98	4,510	0.11	298	5,510	0.11
30	7,250	0.18	140	1,824	0.04	100	4,510	0.11	300	5,510	0.11
31	7,250	0.18	142	1,824	0.04	102	4,510	0.11	302	5,510	0.11
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35	7,250	0.18	150	1,824	0.04	110	4,510	0.11	310	5,510	0.11
36	7,250	0.18	152	1,824	0.04	112	4,510	0.11	312	5,510	0.11
37	7,250	0.18	154	1,824	0.04	114	4,510	0.11	314	5,510	0.11
38	7,250	0.18	156	1,824	0.04	116	4,510	0.11	316	5,510	0.11
39	7,250	0.18	158	1,824	0.04	118	4,510	0.11	318	5,510	0.11
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41	7,250	0.18	162	1,824	0.04	122	4,510	0.11	322	5,510	0.11
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43	7,250	0.18	166	1,824	0.04	126	4,510	0.11	326	5,510	0.11
44	7,250	0.18	168	1,824	0.04	128	4,510	0.11	328	5,510	0.11
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46	7,250	0.18	172	1,824	0.04	132	4,510	0.11	332	5,510	0.11
47	7,250	0.18	174	1,824	0.04	134	4,510	0.11	334	5,510	0.11
48	7,250	0.18	176	1,824	0.04	136	4,510	0.11	336	5,510	0.11
49	7,250	0.18	178	1,824	0.04	138	4,510	0.11	338	5,510	0.11
50	7,250	0.18	180	1,824	0.04	140	4,510	0.11	340	5,510	0.11
51	7,250	0.18	182	1,824	0.04	142	4,510	0.11	342	5,510	0.11
52	7,250	0.18	184	1,824	0.04	144	4,510	0.11	344	5,510	0.11
53	7,250	0.18	186	1,824	0.04	146	4,510	0.11	346	5,510	0.11
54	7,250	0.18	188	1,824	0.04	148	4,510	0.11	348	5,510	0.11
55	7,250	0.18	190	1,824	0.04	150	4,510	0.11	350	5,510	0.11
56	7,250	0.18	192	1,824	0.04	152	4,510	0.11	352	5,510	0.11
57	7,250	0.18	194	1,824	0.04	154	4,510	0.11	354	5,510	0.11
58	7,250	0.18	196	1,824	0.04	156	4,510	0.11	356	5,510	0.11
59	7,250	0.18	198	1,824	0.04	158	4,510	0.11	358	5,510	0.11
60	7,250	0.18	200	1,824	0.04	160	4,510	0.11	360	5,510	0.11
61	7,250	0.18	202	1,824	0.04	162	4,510	0.11	362	5,510	0.11
62	7,250	0.18	204	1,824	0.04	164	4,510	0.11	364	5,510	0.11
63	7,250	0.18	206	1,824	0.04	166	4,510	0.11	366	5,510	0.11
64	7,250	0.18	208	1,824	0.04	168	4,510	0.11	368	5,510	0.11
65	7,250	0.18	210	1,824	0.04	170	4,510	0.11	370	5,510	0.11
66	7,250	0.18	212	1,824	0.04	172	4,510	0.11	372	5,510	0.11
67	7,250	0.18	214	1,824	0.04	174	4,510	0.11	374	5,510	0.11
68	7,250	0.18	216	1,824	0.04	176	4,510	0.11	376	5,510	0.11
69	7,250	0.18	218	1,824	0.04	178	4,510	0.11	378	5,510	0.11
70	7,250	0.18	220	1,824	0.04	180	4,510	0.11	380	5,510	0.11
71	7,250	0.18	222	1,824	0.04	182	4,510	0.11	382	5,510	0.11
72	7,250	0.18	224	1,824	0.04	184	4,510	0.11	384	5,510	0.11
73	7,250	0.18	226	1,824	0.04	186	4,510	0.11	386	5,510	0.11
74	7,250	0.18	228	1,824	0.04	188	4,510	0.11	388	5,510	0.11
75	7,250	0.18	230	1,824	0.04	190	4,510	0.11	390	5,510	0.11
76	7,250	0.18	232	1,824	0.04	192	4,510	0.11	392	5,510	0.11
77	7,250	0.18	234	1,824	0.04	194	4,510	0.11	394	5,510	0.11
78	7,250	0.18	236	1,824	0.04	196	4,510	0.11	396	5,510	0.11
79	7,250	0.18	238	1,824	0.04	198	4,510	0.11	398	5,510	0.11
80	7,250	0.18	240	1,824	0.04	200	4,510	0.11	400	5,510	0.11



EXISTING AREA
 2 RENOVES
 4 2 RENOVES
 PLANS FOR DETAILS

APPOINTMENT ASSIGNED (AO) RIGHT OF WAY
 NO FORMAL DEDICATION IN PROPOSED COMMENT

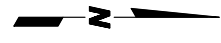
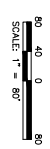
PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 Aurora, Illinois
 Tel: 630.862.2100
 Fax: 630.862.2199
 Email: info@cemcon.com
 Project No.: 402151
 Job No.: 402151
 Completion Date: 06-08-2022
 Project Manager: J. CNU

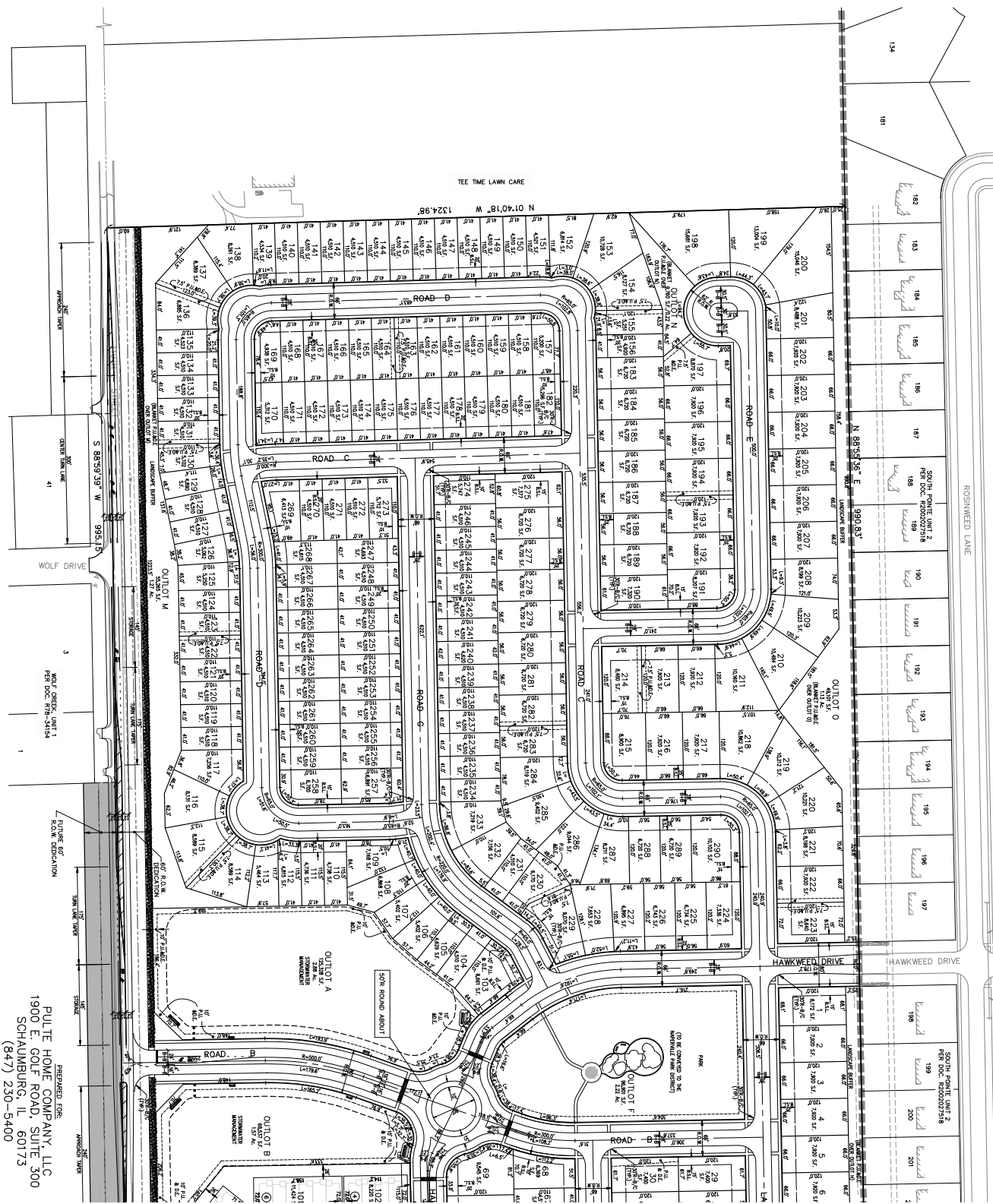
PREPARED FOR:
PULTE HOME COMPANY, LLC
 1900 E. GOLF ROAD, SUITE 300
 SCHAMBURG, IL 60173
 (847) 230-5400

MONUMENT SINK
 PLANS FOR DETAILS

EXHIBIT C

*NOTE: ANY FUTURE STRUCTURES
 ON OUTLOT F IS REQUIRED TO BE
 SETBACK 5' FROM PROPERTY LINE





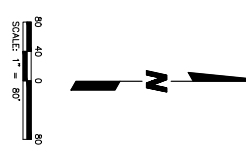
PREPARED FOR:
PULTE HOME COMPANY, LLC
 1900 E. GOLF ROAD, SUITE 300
 SCHAMBERG, IL 60173
 (847) 230-5400

CEMCON, LTD.
 PREPARED BY:
 Consulting Engineers, Architects & Planners
 2280 White Oak Circle, Suite 100
 Aurora, Illinois 60027-9875
 FAX: (312) 852-2199
 Email: info@cemcon.com Website: www.cemcon.com
 DBC NO.: 402151 FILE NAME: PRECON
 DRAWN BY: LAL FILE NO.: 0000000000
 COMPLETION DATE: 06-06-2022 JOB NO.: 402151
 PROJECT MANAGER: J. SMI
 MFL: 7-1990

LOT AREA TABLE

LOT NO.	ACRES	LOT NO.	ACRES	LOT NO.	ACRES	LOT NO.	ACRES
1	0.12	137	0.12	273	0.12	409	0.12
2	0.12	138	0.12	274	0.12	410	0.12
3	0.12	139	0.12	275	0.12	411	0.12
4	0.12	140	0.12	276	0.12	412	0.12
5	0.12	141	0.12	277	0.12	413	0.12
6	0.12	142	0.12	278	0.12	414	0.12
7	0.12	143	0.12	279	0.12	415	0.12
8	0.12	144	0.12	280	0.12	416	0.12
9	0.12	145	0.12	281	0.12	417	0.12
10	0.12	146	0.12	282	0.12	418	0.12
11	0.12	147	0.12	283	0.12	419	0.12
12	0.12	148	0.12	284	0.12	420	0.12
13	0.12	149	0.12	285	0.12	421	0.12
14	0.12	150	0.12	286	0.12	422	0.12
15	0.12	151	0.12	287	0.12	423	0.12
16	0.12	152	0.12	288	0.12	424	0.12
17	0.12	153	0.12	289	0.12	425	0.12
18	0.12	154	0.12	290	0.12	426	0.12
19	0.12	155	0.12	291	0.12	427	0.12
20	0.12	156	0.12	292	0.12	428	0.12
21	0.12	157	0.12	293	0.12	429	0.12
22	0.12	158	0.12	294	0.12	430	0.12
23	0.12	159	0.12	295	0.12	431	0.12
24	0.12	160	0.12	296	0.12	432	0.12
25	0.12	161	0.12	297	0.12	433	0.12
26	0.12	162	0.12	298	0.12	434	0.12
27	0.12	163	0.12	299	0.12	435	0.12
28	0.12	164	0.12	300	0.12	436	0.12
29	0.12	165	0.12	301	0.12	437	0.12
30	0.12	166	0.12	302	0.12	438	0.12
31	0.12	167	0.12	303	0.12	439	0.12
32	0.12	168	0.12	304	0.12	440	0.12
33	0.12	169	0.12	305	0.12	441	0.12
34	0.12	170	0.12	306	0.12	442	0.12
35	0.12	171	0.12	307	0.12	443	0.12
36	0.12	172	0.12	308	0.12	444	0.12
37	0.12	173	0.12	309	0.12	445	0.12
38	0.12	174	0.12	310	0.12	446	0.12
39	0.12	175	0.12	311	0.12	447	0.12
40	0.12	176	0.12	312	0.12	448	0.12
41	0.12	177	0.12	313	0.12	449	0.12
42	0.12	178	0.12	314	0.12	450	0.12
43	0.12	179	0.12	315	0.12	451	0.12

EXHIBIT D



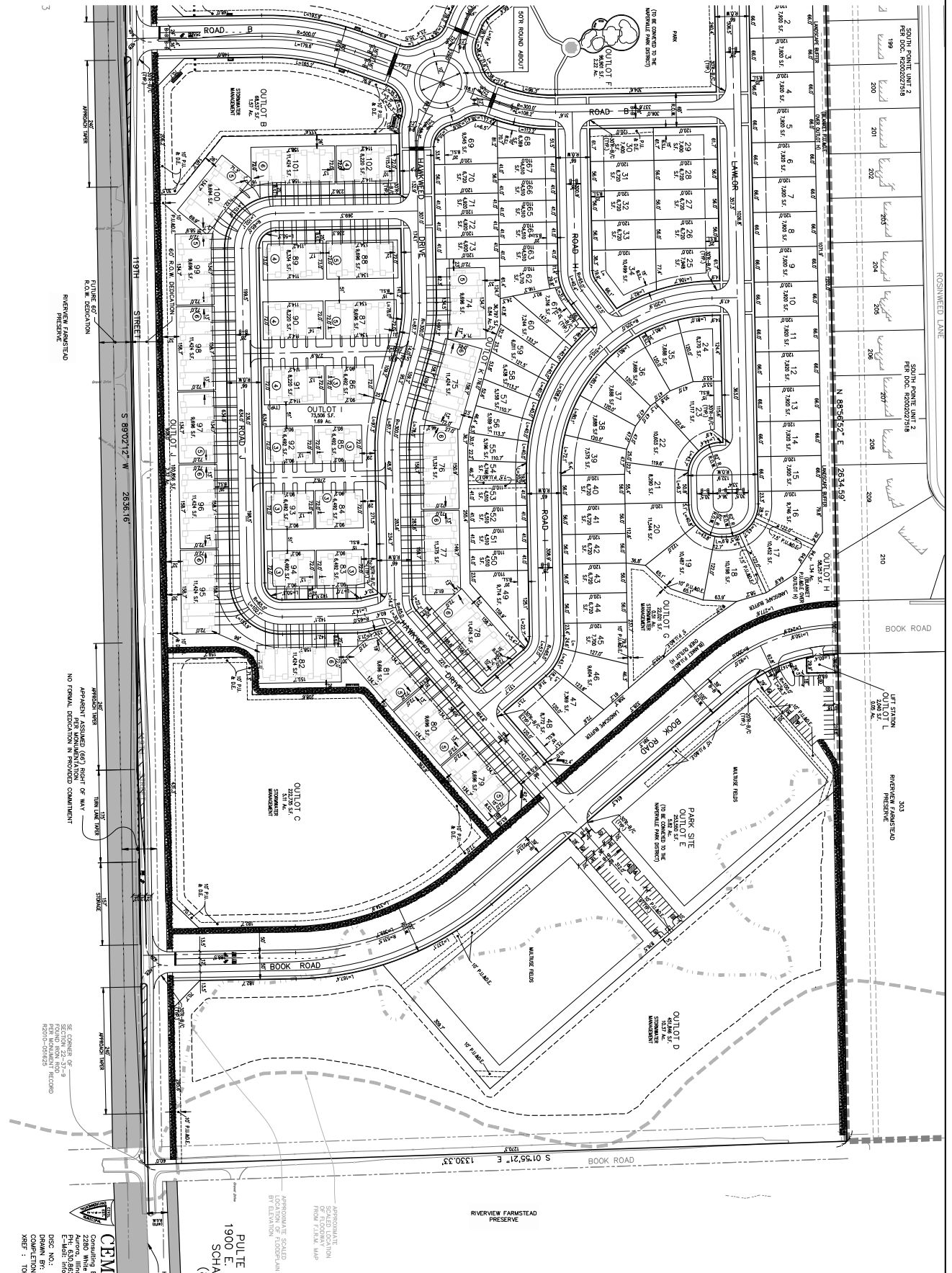
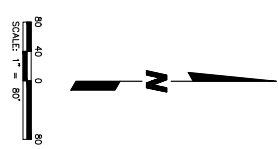


EXHIBIT D



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

PREPARED BY:
CEMCON, Ltd.
Civil Engineering, Land Surveyors & Planners
100 E. Madison Street
Aurora, Illinois 60502-4875
PH: 630.852.2100 FAX: 630.852.2199
WWW.CEMCON.COM
REG. NO.: 062131 P.E. NAME: [redacted]
PBMM BR. ILL. PD. NO.: [redacted]
COMPLETION DATE: 06-08-2022 JOB NO.: 402.151
PROJECT MANAGER: CEM

APPROXIMATE LOCATION OF FLOODWAY FROM FLOOD MAP

APPROXIMATE SCALED LOCATION OF FLOODWAY BY ELEVATION

REVIEWED FARMSTEAD PRESERVE

PARK SITE OUTLOT E (TO BE CONVEYED TO THE MUNICIPAL PARK DISTRICT)

OUTLOT D (TO BE CONVEYED TO THE MUNICIPAL PARK DISTRICT)

OUTLOT C STAMENANT

OUTLOT B STAMENANT

OUTLOT F (TO BE CONVEYED TO THE MUNICIPAL PARK DISTRICT)

SON ROUND ABOUT

ROAD B

ROAD D

ROAD H

ROAD I

ROAD J

ROAD K

ROAD L

ROAD M

ROAD N

ROAD O

ROAD P

ROAD Q

ROAD R

ROAD S

ROAD T

ROAD U

ROAD V

ROAD W

ROAD X

ROAD Y

ROAD Z

ROAD AA

ROAD AB

ROAD AC

ROAD AD

ROAD AE

ROAD AF

ROAD AG

ROAD AH

ROAD AI

ROAD AJ

ROAD AK

ROAD AL

ROAD AM

ROAD AN

ROAD AO

ROAD AP

ROAD AQ

ROAD AR

ROAD AS

ROAD AT

ROAD AU

ROAD AV

ROAD AW

ROAD AX

ROAD AY

ROAD AZ

ROAD BA

ROAD BB

ROAD BC

ROAD BD

ROAD BE

ROAD BF

ROAD BG

ROAD BH

ROAD BI

ROAD BJ

ROAD BK

ROAD BL

ROAD BM

ROAD BN

ROAD BO

ROAD BP

ROAD BQ

ROAD BR

ROAD BS

ROAD BT

ROAD BU

ROAD BV

ROAD BW

ROAD BX

ROAD BY

ROAD BZ

ROAD CA

ROAD CB

ROAD CC

ROAD CD

ROAD CE

ROAD CF

ROAD CG

ROAD CH

ROAD CI

ROAD CJ

ROAD CK

ROAD CL

ROAD CM

ROAD CN

ROAD CO

ROAD CP

ROAD CQ

ROAD CR

ROAD CS

ROAD CT

ROAD CU

ROAD CV

ROAD CW

ROAD CX

ROAD CY

ROAD CZ

ROAD DA

ROAD DB

ROAD DC

ROAD DD

ROAD DE

ROAD DF

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ROAD DR

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ROAD MJ

ROAD MK

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ROAD MY

ROAD MZ

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ROAD QO

ROAD QP

ROAD QQ

ROAD QR

ROAD QS

ROAD QT

ROAD QU

ROAD QV

ROAD QW

ROAD QX

ROAD QY

ROAD QZ

ROAD RA

ROAD RB

ROAD RC

ROAD RD

ROAD RE

ROAD RF

ROAD RG

ROAD RH

ROAD RI

ROAD RJ

ROAD RK

ROAD RL

ROAD RM

ROAD RN

ROAD RO

ROAD RP

ROAD RQ

ROAD RR

ROAD RS

ROAD RT

ROAD RU

ROAD RV

ROAD RW

ROAD RX

ROAD RY

ROAD RZ

ROAD SA

ROAD SB

ROAD SC

ROAD SD

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ROAD SF

ROAD SG

ROAD SH

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ROAD SJ

ROAD SK

ROAD SL

ROAD SM

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ROAD SQ

ROAD SR

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ROAD SW

ROAD SX

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ROAD SZ

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ROAD UT

ROAD UU

ROAD UV

ROAD UW

ROAD UX

ROAD UY

ROAD UZ

ROAD VA

ROAD VB

ROAD VC

ROAD VD

ROAD VE

ROAD VF

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ROAD VH

ROAD VI

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ROAD WV

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ROAD WX

ROAD WY

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ROAD XB

ROAD XC

ROAD XD

ROAD XE

ROAD XF

ROAD XG

ROAD XH

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ROAD XJ

ROAD XK

ROAD XL

ROAD XM

ROAD XN

ROAD XO

ROAD XP

ROAD XQ

ROAD XR

ROAD XS

ROAD XT

ROAD XU

ROAD XV

ROAD XW

ROAD XX

ROAD XY

ROAD XZ

ROAD YA

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ROAD ZU

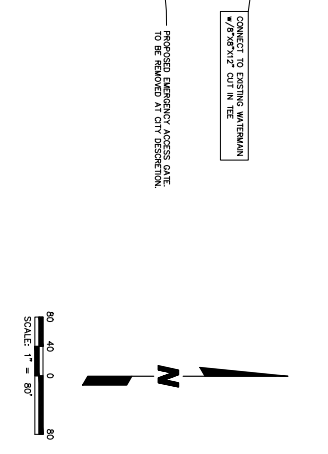
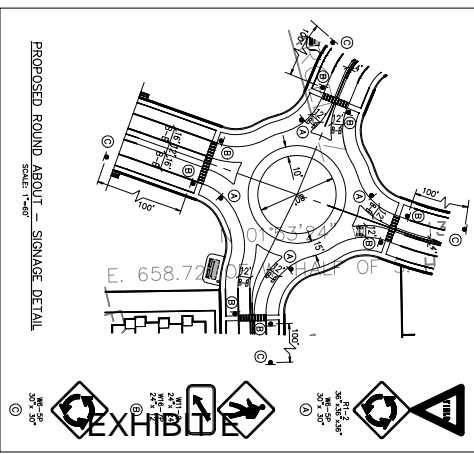
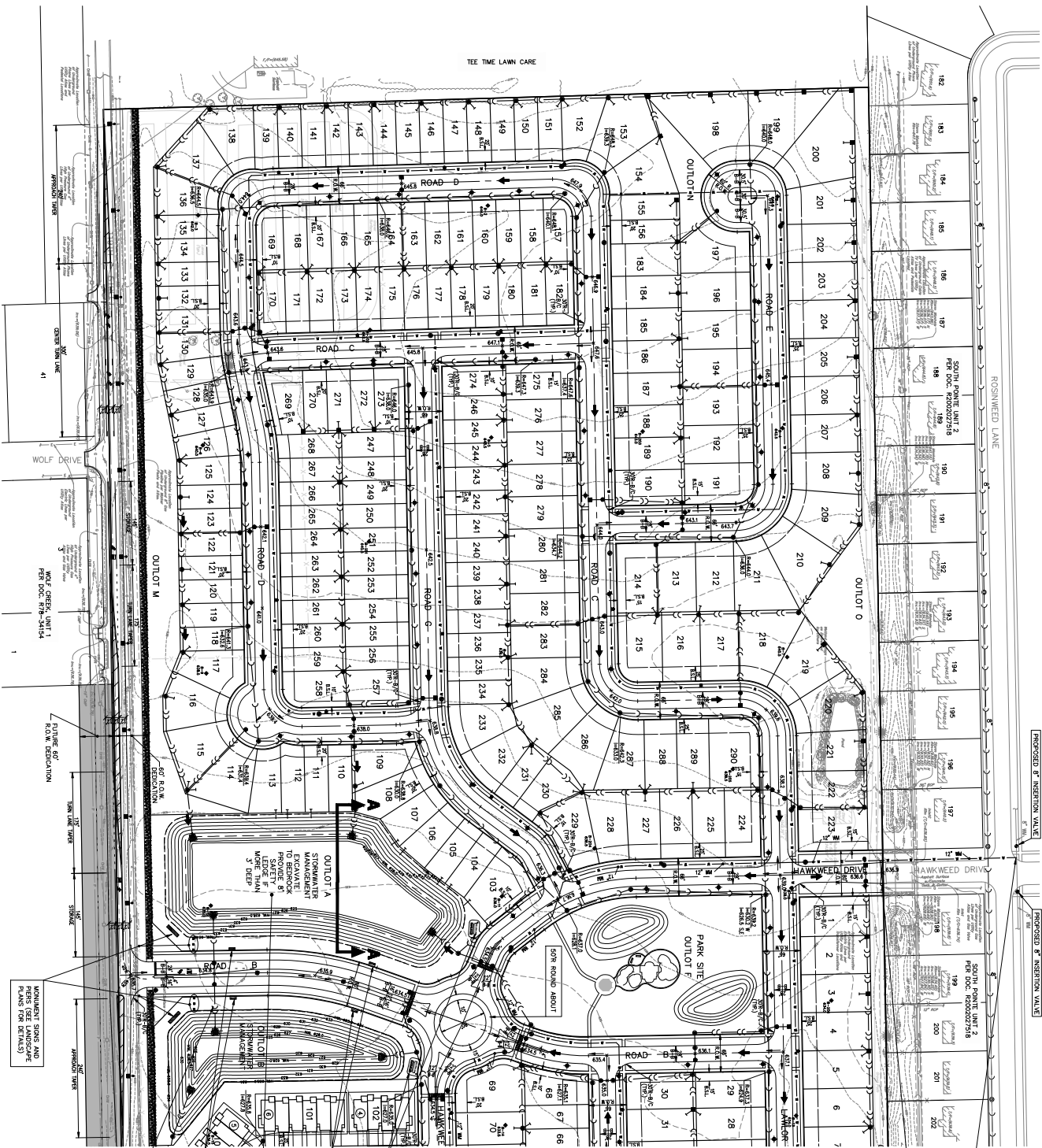
ROAD ZV

ROAD ZW

ROAD ZX

ROAD ZY

ROAD ZZ



CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2380 White Oak Court, Suite 100
 P.O. Box 202, 2100
 E-Mail: info@cemcon.com Website: www.cemcon.com
 DSC INC. 402151 FILE NAME: PRELIM
 CONSTRUCTION DATE: 06-06-2022 JOB NO.: 402151
 REF: 1: 1090 PROJECT MANAGER: J. CML

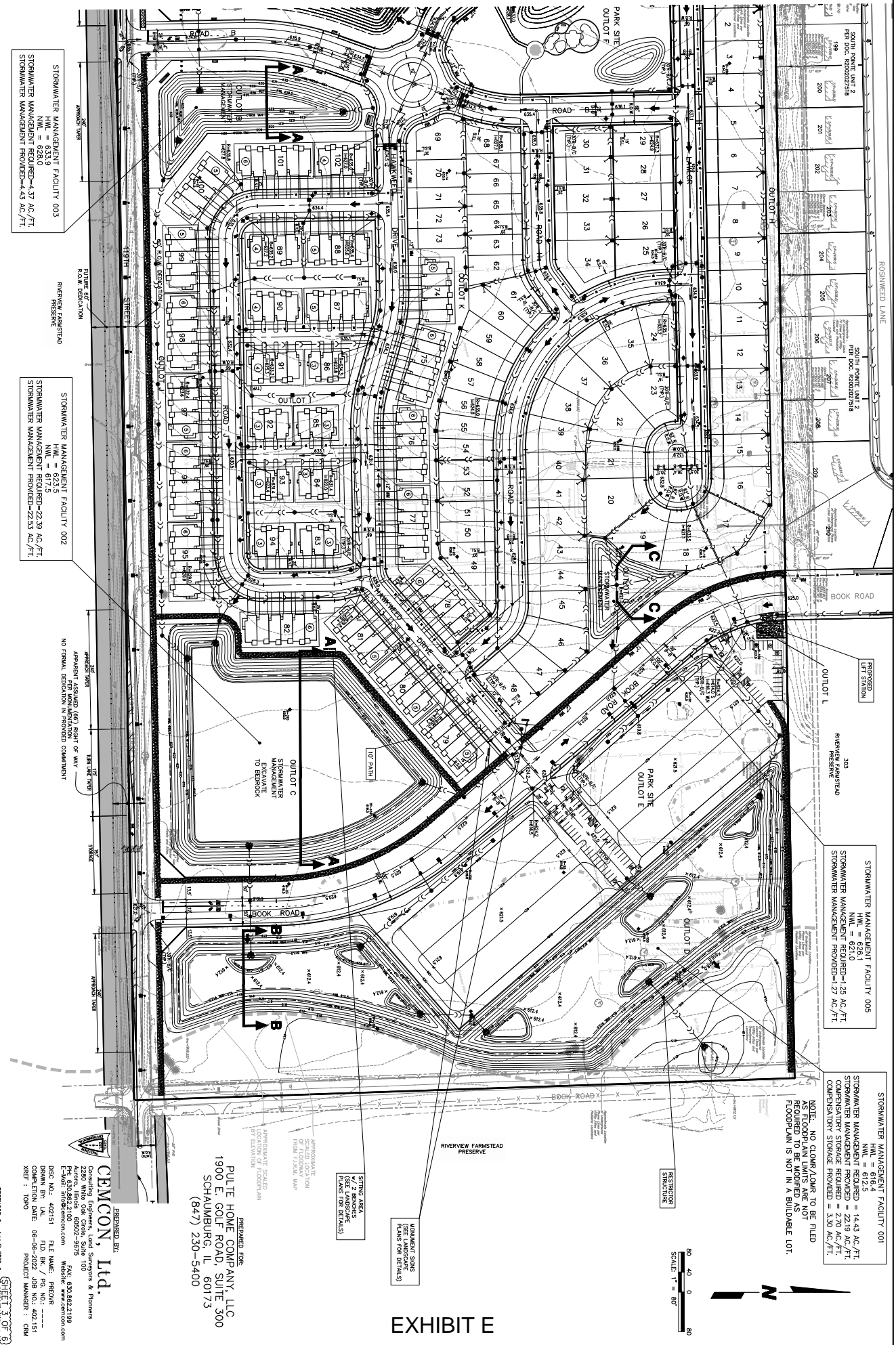
PREPARED FOR:
 PUTE HOME CONFR. ANY, LLC
 1900 E. GOLF ROAD, SUITE 300
 SCHUMBERG, IL 60173
 (847) 230-5400

STORMWATER MANAGEMENT FACILITY 004
 HWL = 634.0
 HWL = 628.0
 STORMWATER MANAGEMENT PROVIDED=10.96 AC./FT.
 STORMWATER MANAGEMENT PROVIDED=10.96 AC./FT.

CONCRETE BENCH PANS (SEE DETAILS)
 CONCRETE BENCH PANS (SEE DETAILS)
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 HWL = 634.0
 HWL = 628.0
 STORMWATER MANAGEMENT PROVIDED=10.96 AC./FT.
 STORMWATER MANAGEMENT PROVIDED=10.96 AC./FT.



STORMWATER MANAGEMENT FACILITY 003
 H.N.L. = 6233.9
 STORMWATER MANAGEMENT REQUIRED = 4.37 AC./FT.
 STORMWATER MANAGEMENT PROVIDED = 4.3 AC./FT.

REVIEWED FARMSTEAD
 PRESERVE

STORMWATER MANAGEMENT FACILITY 002
 H.N.L. = 6233.5
 STORMWATER MANAGEMENT REQUIRED = 22.39 AC./FT.
 STORMWATER MANAGEMENT PROVIDED = 22.33 AC./FT.

APPROPRIATE SCALED
 FROM ELEVATION MAP

APPROPRIATE SCALED
 FROM ELEVATION MAP

APPROPRIATE SCALED
 FROM ELEVATION MAP

APPROPRIATE SCALED
 FROM ELEVATION MAP

STORMWATER MANAGEMENT FACILITY 005
 H.N.L. = 6261.1
 STORMWATER MANAGEMENT REQUIRED = 1.25 AC./FT.
 STORMWATER MANAGEMENT PROVIDED = 1.27 AC./FT.

REVIEWED FARMSTEAD
 PRESERVE

STORMWATER MANAGEMENT FACILITY 001
 H.N.L. = 616.4
 STORMWATER MANAGEMENT REQUIRED = 14.43 AC./FT.
 STORMWATER MANAGEMENT REQUIRED = 22.19 AC./FT.
 COMPENSATORY STORAGE REQUIRED = 2.70 AC./FT.
 COMPENSATORY STORAGE PROVIDED = 3.30 AC./FT.

APPROPRIATE SCALED
 FROM ELEVATION MAP

APPROPRIATE SCALED
 FROM ELEVATION MAP

APPROPRIATE SCALED
 FROM ELEVATION MAP

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REVIEWED FARMSTEAD
 PRESERVE

STORMWATER MANAGEMENT FACILITY 002
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 FROM ELEVATION MAP

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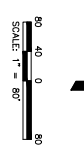
PREPARED FOR:
PULTE HOME COMPANY, LLC
 1900 E. GOLF ROAD, SUITE 300
 SCHAMBURG, IL 60173
 (847) 230-5400

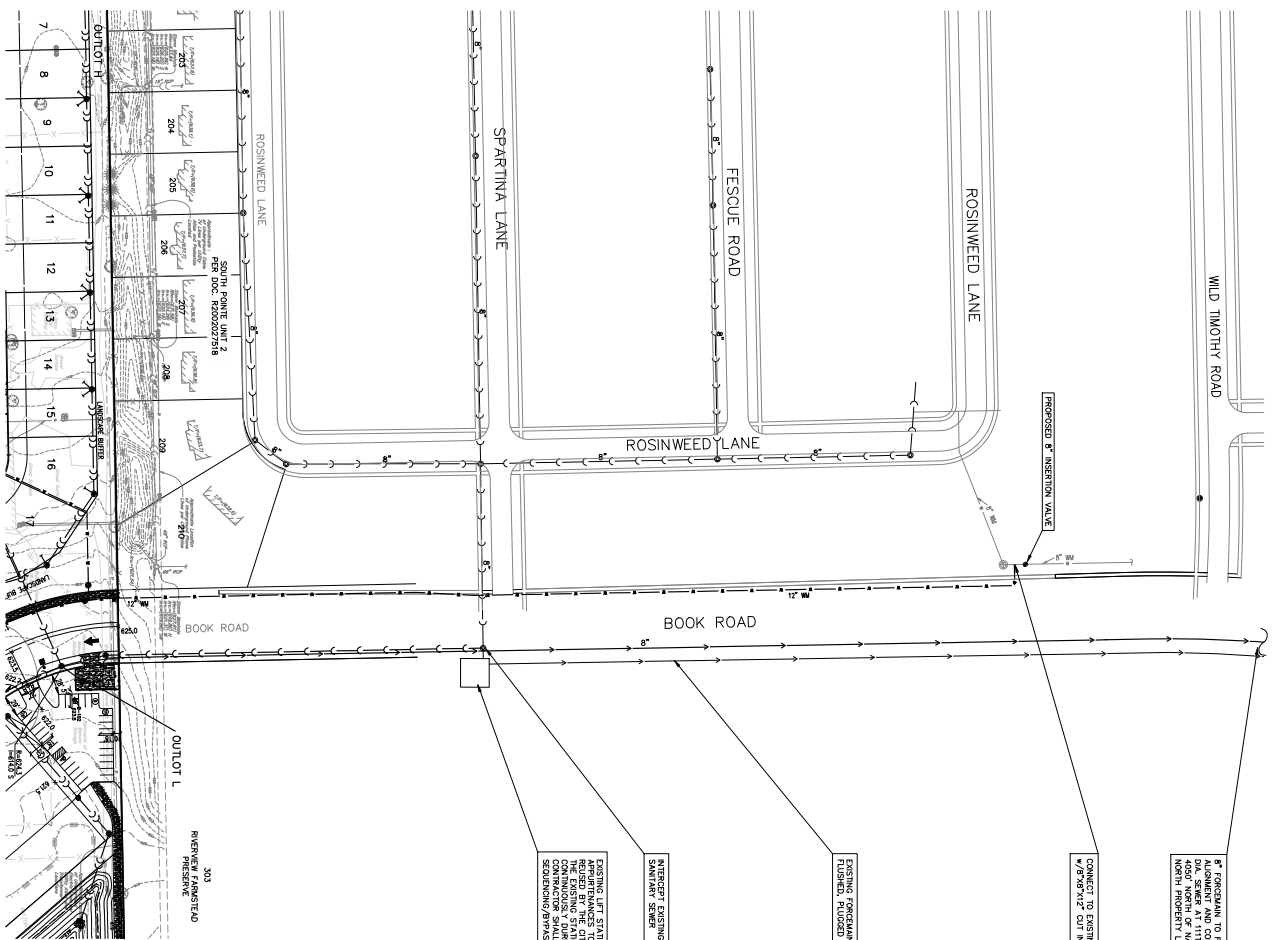
PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2200 W. 156th St., Suite 100
 Oak Creek, WI 53090
 P: 630.862.2100 F: 630.862.2199
 E: info@cemcon.com W: www.cemcon.com

DATE: 06-06-2022
 PROJECT NO.: 1900
 PROJECT MANAGER: CRM

DATE: 06-06-2022
 PROJECT NO.: 1900
 PROJECT MANAGER: CRM

EXHIBIT E





EXISTING FOREMAN TO FOLLOW BOOK ROAD 24\"/>

CONNECT TO EXISTING WATERMAIN 24\"/>

EXISTING FOREMAN TO BE REINSTALLED EXISTING, EXPOSED AND REINSTALLED

EXISTING FOREMAN TO BE REINSTALLED EXISTING, EXPOSED AND REINSTALLED

EXISTING LEFT STATION AND APPURTENANCES TO BE REINSTALLED AND THE EXISTING STATION SHALL INCLUDE CONTRACTOR SHALL PROVIDE A CONNECTION/BYPASS PLAN.

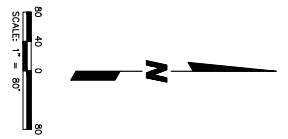
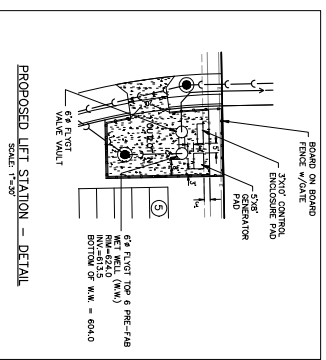
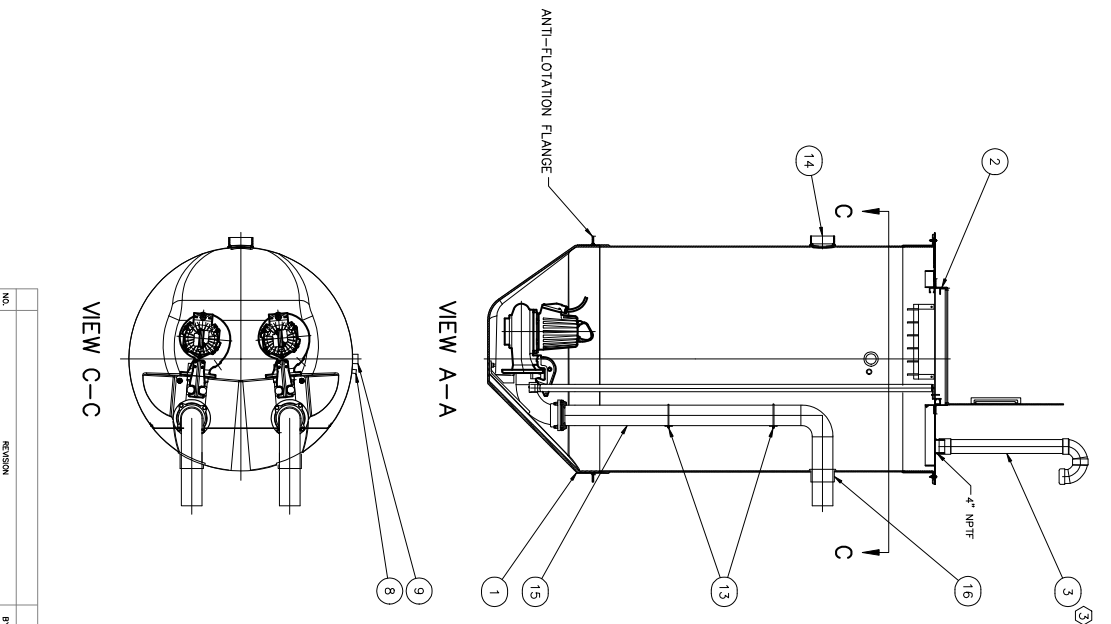
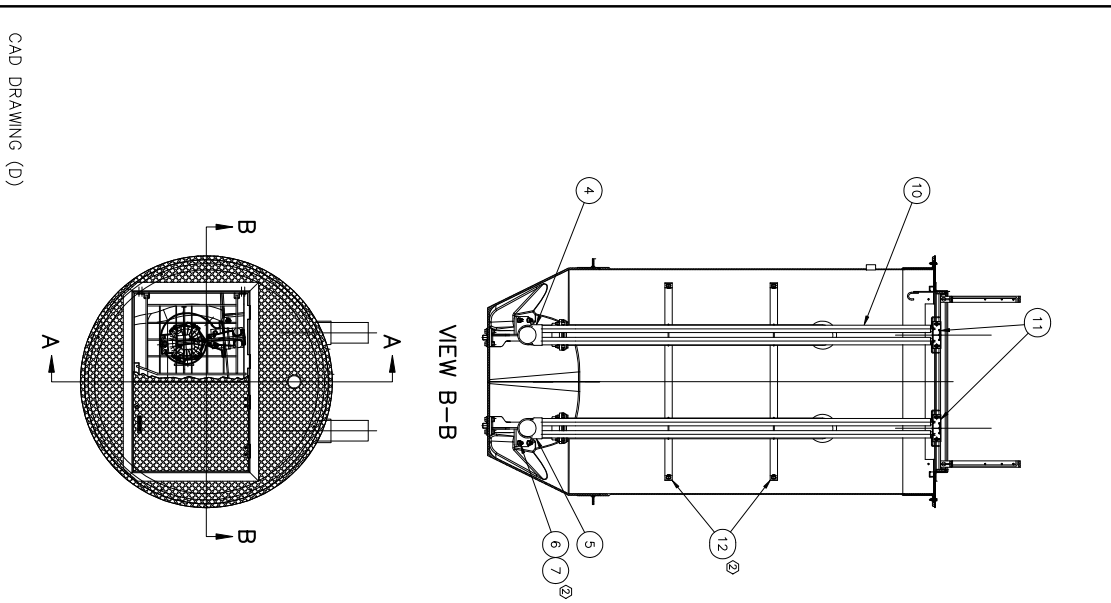


EXHIBIT E

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

PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2800 W. 14th Street, Suite 200
 Aurora, Illinois 60002-9875 P.O. #30822-2189
 F: 630.439.8800 M: 630.439.8800
 E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO.: 402151 FILE NAME: PRELIM
 DRAWN BY: LAL FLD. BK. / FC. NO.: ---
 COMPLETION DATE: 06-06-2022 JOB NO.: 402151
 XREF: T, CDW PROJECT MANAGER: T, CDW



- NOTES:**
1. STATION DEPTH: MIN 6FT., MAX 25FT.
 2. AVAILABLE IN 1FT. INCREMENTS.
 3. ALL BOLT PENETRATIONS THRU WALLS MUST BE SEALED WITH SILICONE SEALANT.
 4. OPTIONAL PVC CANDY CANE STYLE VENT SHOWN. MUSHROOM STYLE VENT ALSO AVAILABLE.

- The following features will be added with Final Design:
- VFDs for pumps.
 - VFDs for pumps.
 - Radar water sensor and water level transducers.
 - Well notch intrusion alarms.
 - Well intrusion detection gauges.
 - Pump power monitors.
 - Backup generator which is operated by natural gas.
 - Ventilation needs to be provided in dry well.
 - Ventilation needs to be provided in dry well.
 - Radar water level measurement.
 - Lift chain.
 - Hazardsafe®.
 - Bypass connection.
 - Electrical vented junction box.
 - Security fence around the station.

All above equipment need to integrate in City SCAQA, City SCAQA integrator is Advanced Automation Control (AAC).

* MASTERS-CAR

18	PIPE KIT	1
14	HUB	1
13	U-BOLT #11 OD 3/4" 6" PIPE	4
12	BRAKING DISCHARGE PIPE	2
11	UPPER GUIDE BARK KIT 2"	2
10	GUIDE BARK 2", 316 SST	4
9	SCALE, COBLE WALL, PUMP	1
8	SCALE, COBLE WALL, LEVEL SENSOR	1
7	WHEEL, 18 1/2" OD, GENERAL PURPOSE, 316 SST	8
6	DISCHARGE CONNECTION, RIGHT, 6"	1
5	DISCHARGE CONNECTION, LEFT, 6"	1
4	VENT PIPE, 4" (OPTIONAL)	1
3	COVER, 6"	1
2	BASE/CYLINDER ASSEMBLY, 6"	1
1	ITEM	QTY

NO.	REVISION	BY	DATE	APP'D.	DATE	APP'D.	SCALE	PLT TO FT

CAD DRAWING (D)

SHEET 1 OF 1
 TOP 6 PRE-FAB, 6"
 SST/PVC WITHOUT VALVES

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



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 W: www.cemcon.com
 DRAWN BY: LAL
 FILE NAME: PRE-117 STATION DET02
 COMPLETION DATE: 06-06-2022 JOB NO.: 402151
 PROJECT MANAGER: CHM

Design Pumping Flow Rate

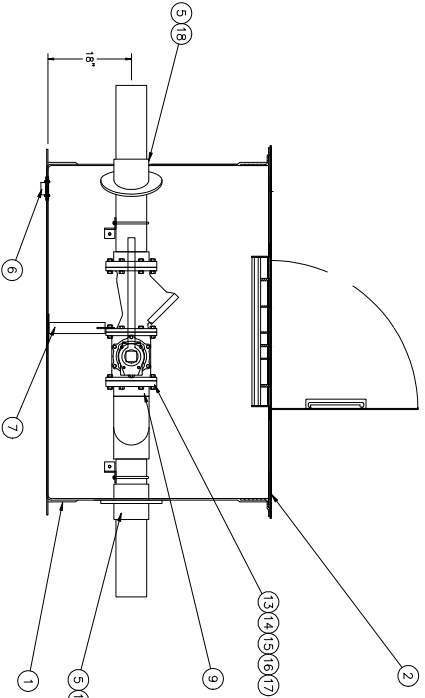
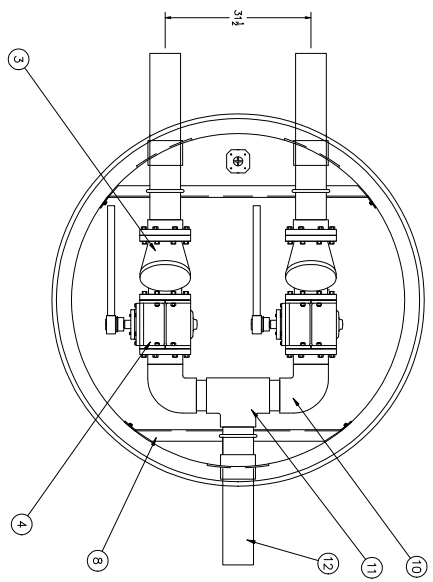
Station	Flow Rate (GPM)
Station 1	100
Station 2	100
Station 3	100
Station 4	100
Station 5	100
Station 6	100
Station 7	100
Station 8	100
Station 9	100
Station 10	100
Station 11	100
Station 12	100
Station 13	100
Station 14	100
Station 15	100
Station 16	100
Station 17	100
Station 18	100

Station	Flow Rate (GPM)
Station 1	100
Station 2	100
Station 3	100
Station 4	100
Station 5	100
Station 6	100
Station 7	100
Station 8	100
Station 9	100
Station 10	100
Station 11	100
Station 12	100
Station 13	100
Station 14	100
Station 15	100
Station 16	100
Station 17	100
Station 18	100

Cycle Time & Wet Well Geometry

Parameter	Value
Target Station Head	121 feet
Water Level	900 feet
Water Depth	100 feet
Water Volume	1000000 gallons
Flow Rate	1000 GPM
Cycle Time	1000 minutes
Water Level	900 feet
Water Depth	100 feet
Water Volume	1000000 gallons
Flow Rate	1000 GPM
Cycle Time	1000 minutes

Station	Flow Rate (GPM)
Station 1	100
Station 2	100
Station 3	100
Station 4	100
Station 5	100
Station 6	100
Station 7	100
Station 8	100
Station 9	100
Station 10	100
Station 11	100
Station 12	100
Station 13	100
Station 14	100
Station 15	100
Station 16	100
Station 17	100
Station 18	100



Force Main & Piping Design

Station	Flow Rate (GPM)
Station 1	100
Station 2	100
Station 3	100
Station 4	100
Station 5	100
Station 6	100
Station 7	100
Station 8	100
Station 9	100
Station 10	100
Station 11	100
Station 12	100
Station 13	100
Station 14	100
Station 15	100
Station 16	100
Station 17	100
Station 18	100

Station	Flow Rate (GPM)
Station 1	100
Station 2	100
Station 3	100
Station 4	100
Station 5	100
Station 6	100
Station 7	100
Station 8	100
Station 9	100
Station 10	100
Station 11	100
Station 12	100
Station 13	100
Station 14	100
Station 15	100
Station 16	100
Station 17	100
Station 18	100

- NOTES:**
1. VAULT DEPTH AS ORDERED.
 2. DISCHARGE C/L MUST BE AT LEAST 18" FROM BOTTOM OF VAULT.
 3. DISCHARGE C/L OF VAULT MUST EQUAL DISCHARGE C/L OF ORDERED STATION UNLESS OTHERWISE SPECIFIED.
 4. INLET AND OUTLET PIPES SHALL PROTRUDE 12" OUTSIDE BASIN.
 5. PIPING BETWEEN VALVE VAULT DRAIN AND STATION SUPPLIED BY OTHERS.
 6. TWO DRESSER COUPLINGS, STYLE 38, WILL BE PROVIDED WITH VALVE VAULT FOR CONNECTION FROM STATION.
 7. OPTIONAL ALUMINUM COVER W/O SAFE HATCH OPTION IS AVAILABLE. CURB REQUIRED. PLEASE SPECIFY WHEN ORDER IS PLACED.

Pump Selection

Station	Flow Rate (GPM)	Head (ft)	Efficiency (%)	Power (HP)
Station 1	100	100	85	10
Station 2	100	100	85	10
Station 3	100	100	85	10
Station 4	100	100	85	10
Station 5	100	100	85	10
Station 6	100	100	85	10
Station 7	100	100	85	10
Station 8	100	100	85	10
Station 9	100	100	85	10
Station 10	100	100	85	10
Station 11	100	100	85	10
Station 12	100	100	85	10
Station 13	100	100	85	10
Station 14	100	100	85	10
Station 15	100	100	85	10
Station 16	100	100	85	10
Station 17	100	100	85	10
Station 18	100	100	85	10

NO.	REVISION	BY	DATE	APP.	DATE

SHEET 1 OF 1

NO.	DESCRIPTION	QTY	UNIT
1	6" LINK SEAL	3	EA
2	3/4" 18-8 SSS WASHER	86	EA
3	3/4" 18-8 SSS SPRET WASHER	48	EA
4	3/4" -10 18-8 SSS THRS. LENGTHS AS REQ.	48	EA
5	6" FLANGE GASKET	6	EA
6	6" SCH40 PVC PIPE CUT TO LENGTH	7	EA
7	6" SCH40 PVC TEE	1	EA
8	6" SCH40 PVC EL	2	EA
9	6" SCH40 PVC VAN STONE FLANGE	2	EA
10	PIPE SUPPORT BRACKET	2	EA
11	2" NUT BEAM BRACKET	2	EA
12	6" ALUMINUM HUB	3	EA
13	6" FLUG VALVE HANDLE	2	EA
14	6" HDL CHECK VALVE	1	EA
15	ALUMINUM SAFE HATCH COVER	1	EA
16	72" DIA. FLAMMENT WOUND BASIN W/ANTI-CAT	1	EA
17	LINE'S OTHERWISE NOTED	1	EA
18	6" VALVE VAULT W/6" DIA. PVC PIPING	1	EA

PREPARED BY: **CEMCON, Ltd.**
 Consulting Engineers, Land Surveyors & Planners
 1900 E. GOLF ROAD, SUITE 300
 SCHAUUNBURG, IL 60173
 (847) 230-5400

PROJECT NO.: 402151
 FILE NAME: PER LIFT STATION DETROIT
 DRAWN BY: LAL
 COMPLETION DATE: 06-06-2022 JOB NO.: 402151
 XREF: TOPO PROJECT MANAGER: CSM

**Preliminary
Landscape Development Plans**



- ▲ 7.22.2022 - Per City Review Comments dated 7.13.2022
- ▲ 8.19.2022 - Per City Review Comments dated 8.9.2022
- ▲ 8.26.2022 - Per Wolf Drive Removal
- ▲ 9.28.2022 - Added Sitting Areas Outlot A & B
- ▲ 12.16.2022 - Revised Site Plan

NAPERVILLE POLO CLUB

NAPERVILLE, ILLINOIS

EXHIBIT G



DEVELOPER :
1900 E. Golf Road - Suite 300
Schaumburg, Illinois 60173
Project Manager : Rob Getz, P.E.

ENGINEER :
CEMCON, Ltd.
2280 White Oak Circle
Aurora, IL 60502
(630) 962.2100 voice
Project Manager : Chris Morgent, P.E.

LANDSCAPE ARCHITECT :
Signature Design Group, Inc.
132 N. Washington Street
Naperville, Illinois 60540
(630) 305.3980 voice
Project Manager: Greg G. Sagen, FLA



LOCATION MAP

INDEX OF DRAWINGS: ▲▲

- L.100 Overall Landscape Plan
- L.101 Landscape Plan - West
- L.102 Landscape Plan - Central
- L.103 Landscape Plan - East
- L.104 Parkway Tree Plan
- L.105 Turf Exhibit
- L.106 Plant Material Legend & Details
- L.107 Prototypical House Planting Plans
- L.108 Prototypical Townhome Planting Plans
- L.109 Preliminary Project Signage
- ▲ TS.100 Existing Tree Survey

City of Naperville Project No. 22-1-056

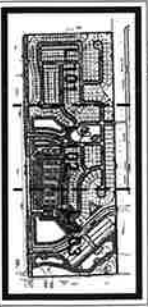
Polo Club

119th St. & Book Rd.
Naperville, Illinois

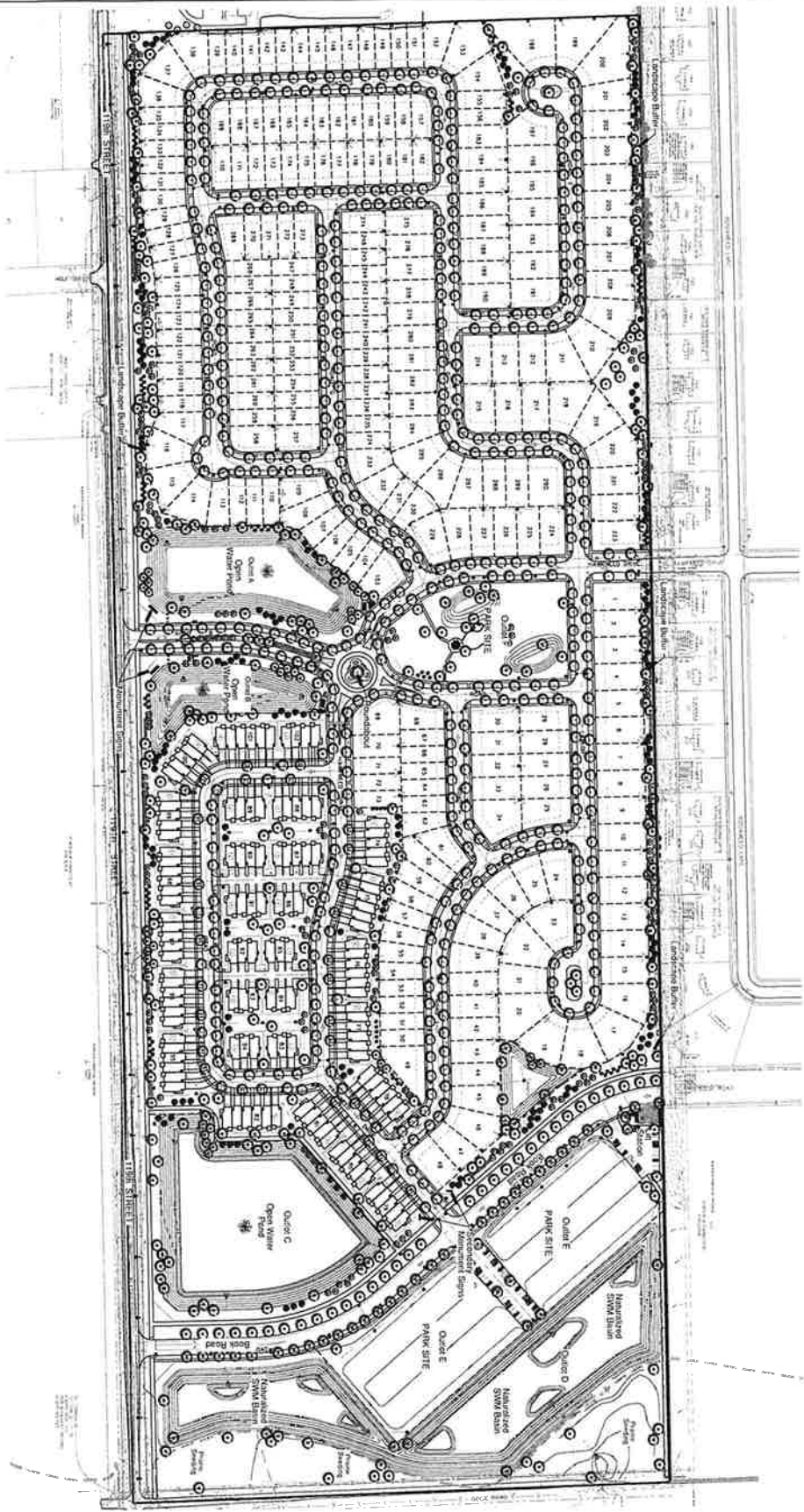
**Overall Preliminary
Landscape Plan
EXHIBIT G**



revision	date	description
1	11/19/2021	Issued for review
2	11/19/2021	Revised for review
3	11/19/2021	Revised for review
4	11/19/2021	Revised for review
5	11/19/2021	Revised for review
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56	11/19/2021	Revised for review
57	11/19/2021	Revised for review
58	11/19/2021	Revised for review
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62	11/19/2021	Revised for review
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73	11/19/2021	Revised for review
74	11/19/2021	Revised for review
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99	11/19/2021	Revised for review
100	11/19/2021	Revised for review



Sheet Key:



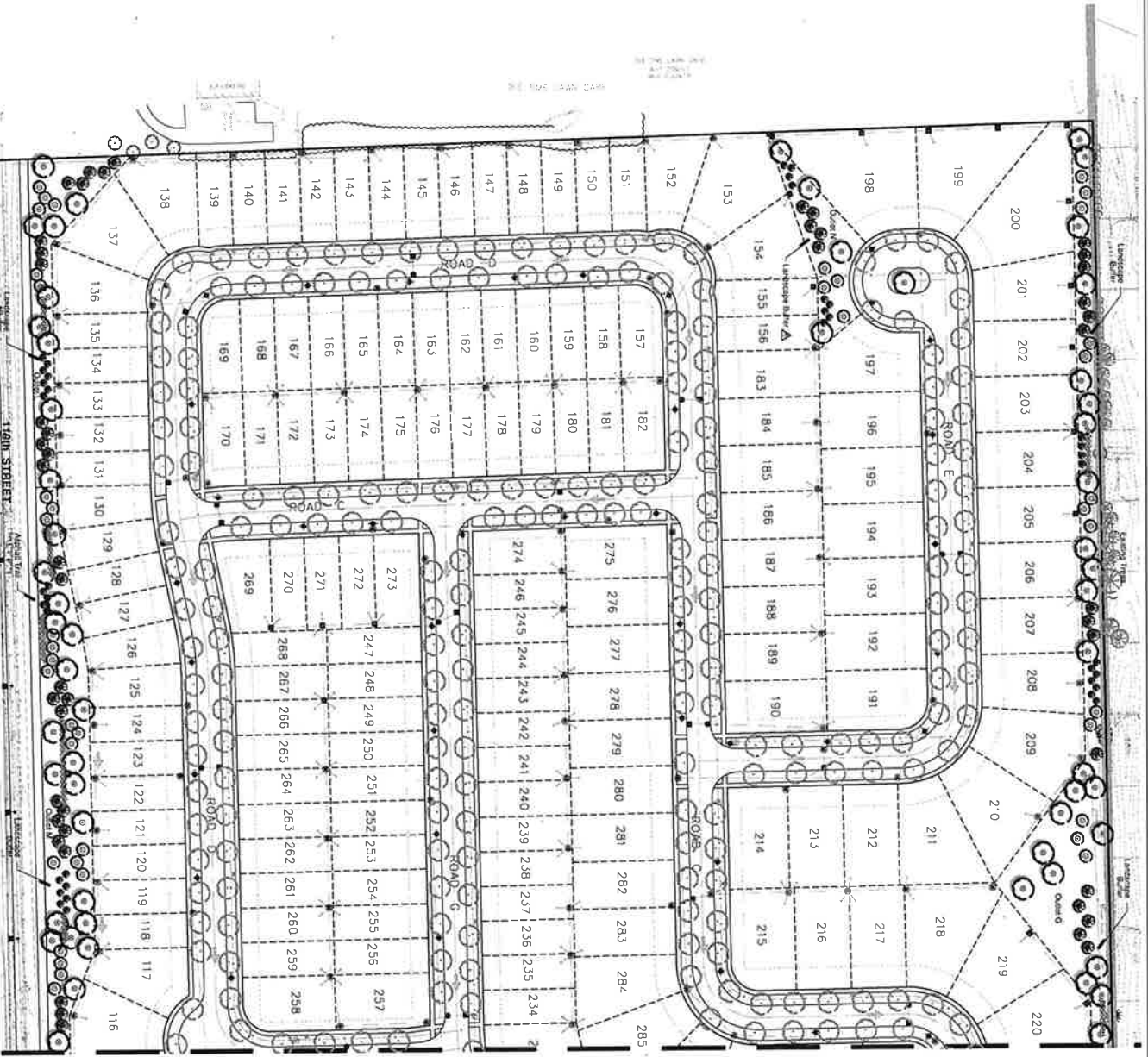
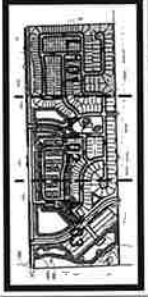
Plant Material Legend :

- Parkway Trees, 2 1/2'
- Shade Tree 2 1/2' - 3'
- River Birch, 8' - 12' ms
- Ornamental Tree, 6' - 8'
- Evergreen Tree 8' - 8'
- Columnar Evergreen Tree, 6'
- Deciduous Shrub Bed, 1'8" - 3'5"
- Evergreen Shrub Bed, 1'8"
- Ornamental Grass Bed, 1'x1'

General Notes :

- See Sheet L.104 for Parkway Trees Plan
- See Sheet L.105 for Plant Establishment Plan
- See Sheet L.106 for Plant Material Information
- See Sheet L.107 for Typical House Landscaping Packages
- See Sheet L.108 for Typical Townhome/Condominium Landscaping Plans

Sheet Key:



Land Planning
Landscape Architecture
Environmental Site Design

Polo Club

119th St. & Book Rd.
Naperville, Illinois

EXHIBIT G
Preliminary
Landscape Plan
West Section

Scale: 1" = 80'0"

PULTEGROUP

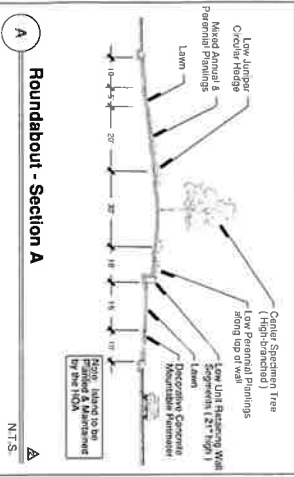
DATE: 6 June 2022

PROJECT NO.: 22012

SHEET NO.: L.101

Plant Material Legend :

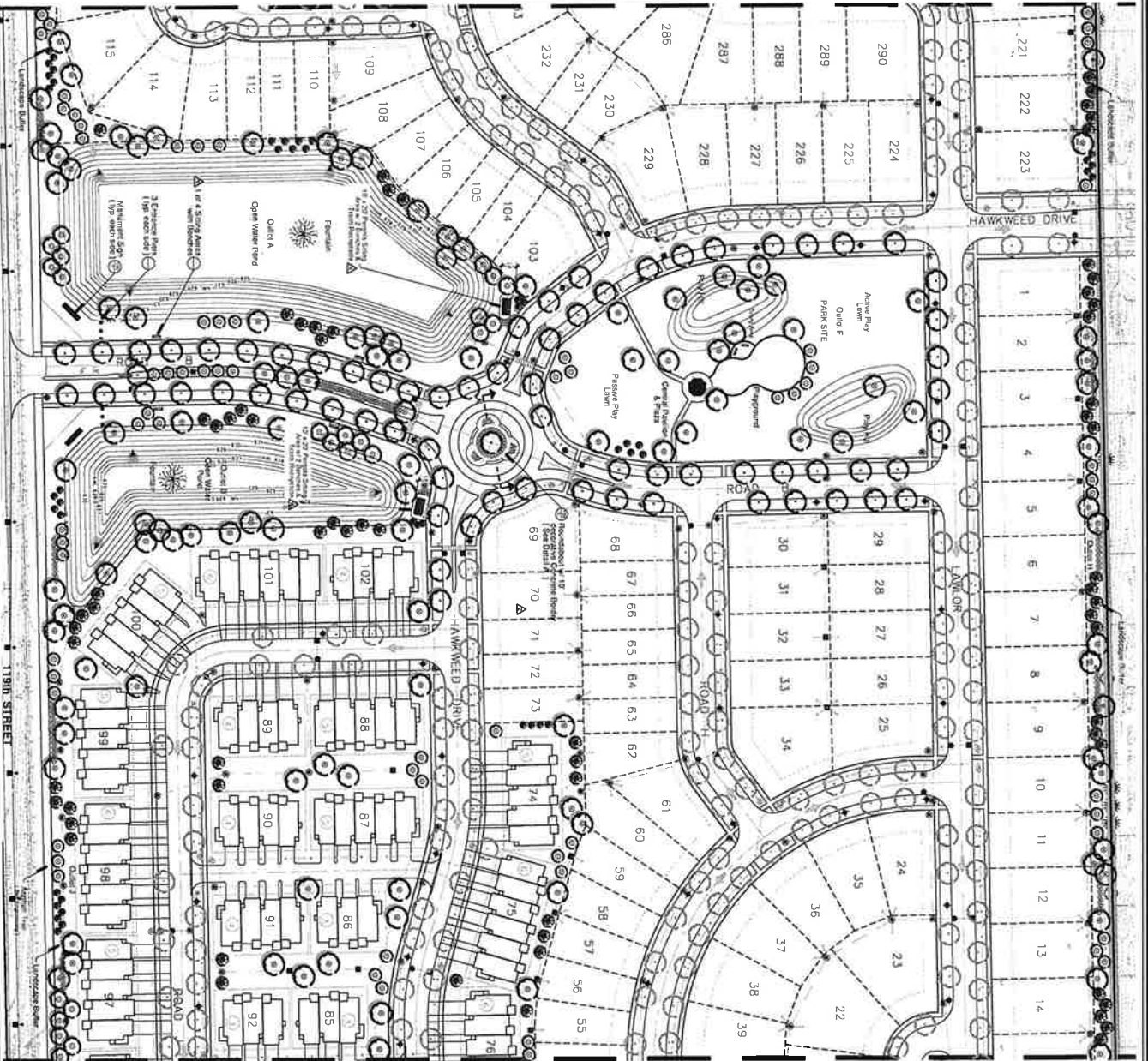
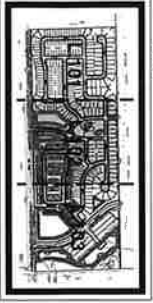
- Parkway Tree, 2 1/2'
- Shade Tree, 2 1/2' - 3'
- River Birch, 8' - 12' ms
- Ornamental Tree, 6' - 8'
- Evergreen Tree 6' - 8'
- Columnar Evergreen Tree, 6'
- Deciduous Shrub Bed, 18" - 24"
- Evergreen Shrub Bed, 18"
- Ornamental Grass Bed, 1gal.



General Notes :

- See Sheet L-101 for Parking, Traffic Plan
- See Sheet C-101 for Landscaping Plan
- See Sheet C-102 for Landscaping Plan
- See Sheet L-107 for Typical House Landscape Packages
- See Sheet L-108 for Typical Townhome Foundation Planting Plans

Sheet Key:



Land Planning
Landscape Architecture
Environmental Site Design

Polo Club

119th St. & Book Rd.
Naperville, Illinois

EXHIBIT G
Preliminary
Landscape Plan
Center Section



DATE: 11/14/2011

SCALE: 1" = 60'0"

REVISIONS:

1	11/14/2011	Issued for RFP
2	11/18/2011	Revised for RFP
3	11/22/2011	Revised for RFP
4	11/23/2011	Revised for RFP

DATE: 6 June 2012

DESIGNED BY: [Name]

CHECKED BY: [Name]

PROJECT NO.: 22012

SHEET NO.: L 102

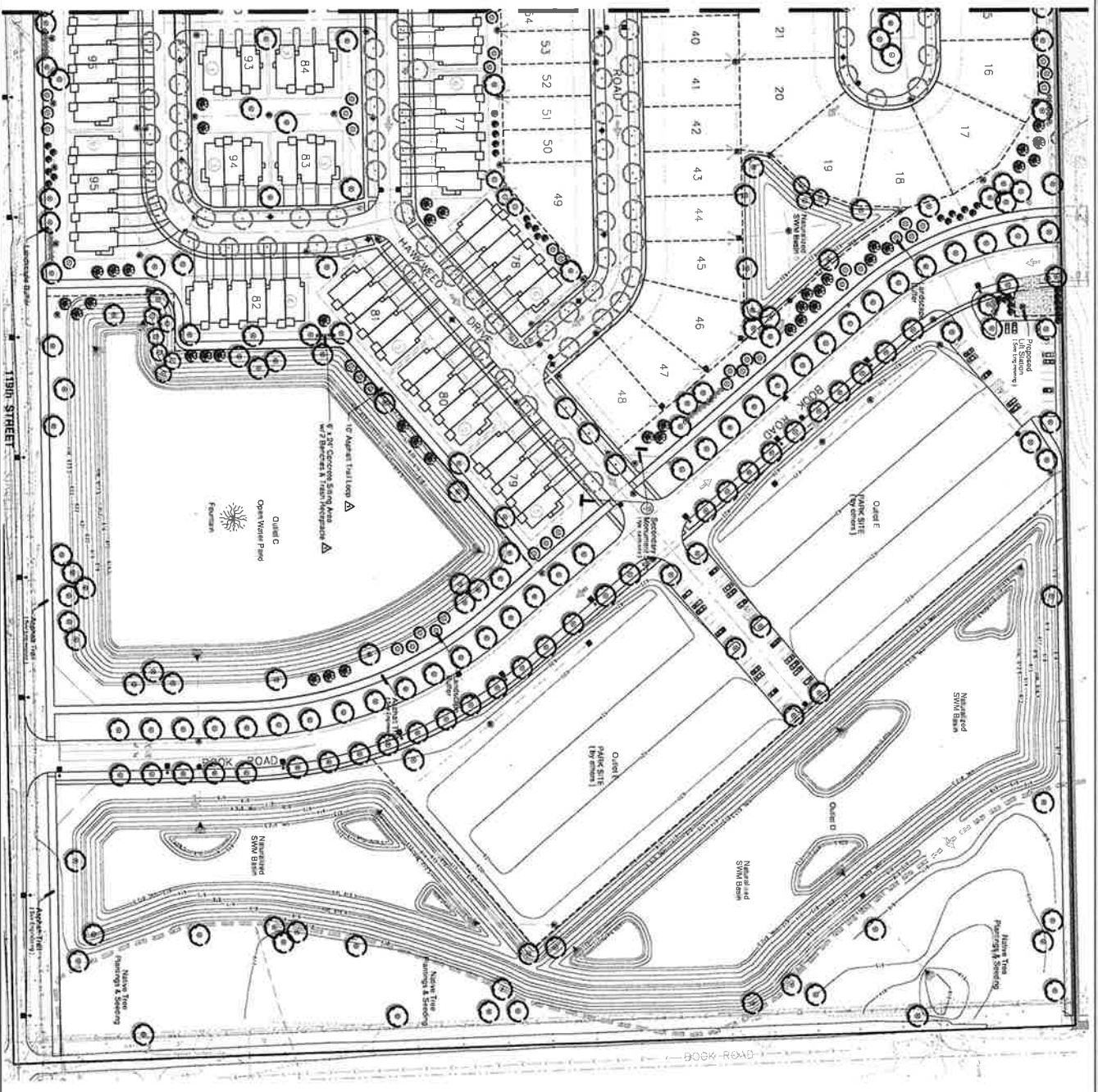
Plant Material Legend :

- Parkway Trees, 2 1/2"
- Shade Tree, 2 1/2" - 3"
- River Birch, 8" - 12" ms
- Ornamental Tree, 6" - 8"
- Evergreen Tree 6" - 8"
- Columnar Evergreen Tree, 6"
- Deciduous Shrub Bed, 18" - 36"
- Evergreen Shrub Bed, 18"
- Ornamental Grass Bed, 19"

General Notes :

- See Sheet C, 104 for Parking, Trash Pops
- See Sheet L, 103 for Land Elevation/Spot Elevation
- See Sheet L, 103 for Plant Material Schedule
- See Sheet L, 103 for Special Feature Landscaping Schedule
- See Sheet C, 104 for Special Foundation/Retaining Plans

Sheet Key:

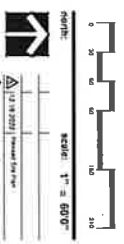


Land Planning
Landscape Architecture
Environmental Site Design

Polo Club

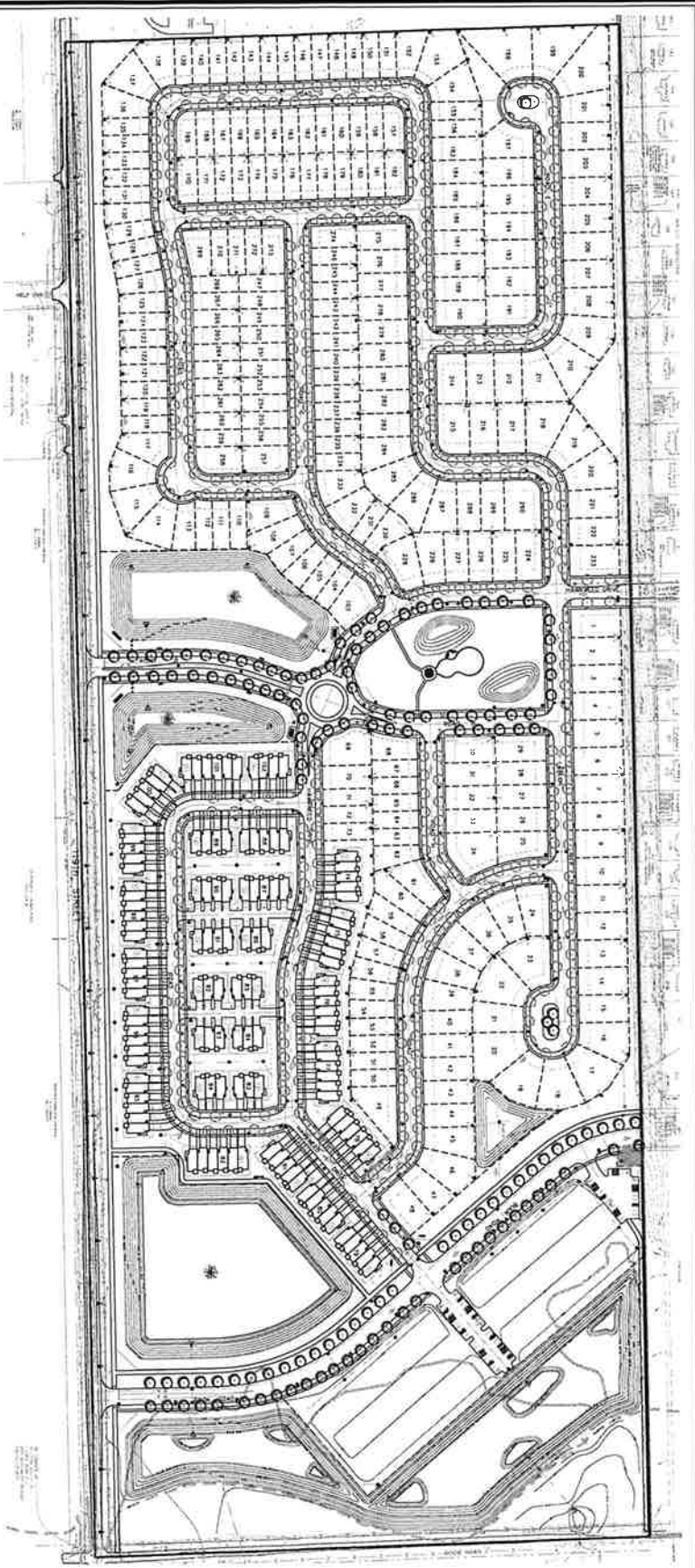
119th St. & Book Rd.
Naperville, Illinois

Project description:
**Preliminary
Landscape Plan
East Section**



DATE	DESCRIPTION
11/18/2011	Issued for review
11/18/2011	Approved for construction
11/18/2011	Final Construction
11/18/2011	Final Construction
11/18/2011	Final Construction

original issue date: 6 June 2012
 drawn by:
 checked by:
 project no.: 22012
 sheet no.:

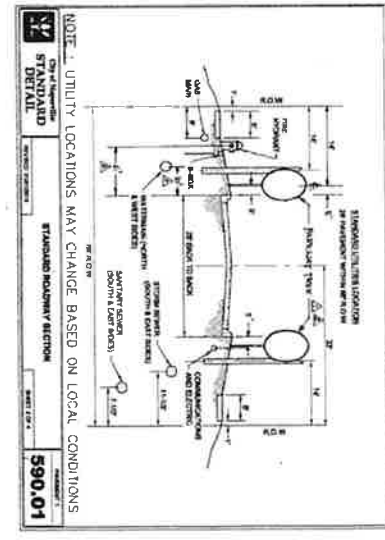


Parkway Tree Legend : (Sheet L.104 Only)

- **Proposed Common Area Parkway Trees, 2.5" Caliper**
Planted at approx. 40' o.c. during Initial Site Development
 - **Proposed Individual Lot Parkway Trees, 2.5" Caliper at approx. 40' o.c.**
To be Planted by Buyer at the time of individual house construction
- | | | |
|-----------------|--|---|
| Species: | <ul style="list-style-type: none"> Championed Hackberry Redbud Linden Swamp White Oak Shingle Leaf Oak Acadole Elm Excelsior Plantane Triumph Elm State Street Maple | <ul style="list-style-type: none"> Radiated Linden Kentucky Yellow Oak Acadole Elm Emerald Lustre Maple Tulipree |
|-----------------|--|---|

Parkway Construction Notes :

- 1. Refer to the 100% of the same project on file with the City.
- 2. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 3. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 4. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 5. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 6. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 7. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 8. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 9. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 10. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 11. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 12. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 13. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 14. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 15. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 16. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 17. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 18. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 19. All trees to be planted at the time of initial site development, except where noted for Government enclosure.
- 20. All trees to be planted at the time of initial site development, except where noted for Government enclosure.



Standard Parkway Section w/ Parkway Tree Locations

SIGNATURE DESIGN GROUP
Land Planning
Landscape Architecture
Environmental Site Design

119th St. & Book Rd.
Naperville, Illinois

Polo Club

Preliminary
Parkway Tree
Plan

EXHIBIT G

PULTEGROUP

Scale: Approx. 1" = 150'

DATE: 5 June 2022

PROJECT NO.: 22012

SHEET NO.: L.104

Parkway Tree, 2.5" Calliper
(See Sheet L-104)

- Shade Trees, 2.5" - 3" Calliper
 - Radiata Maple
 - State Street Maple
 - Shawnee Grove Baldcypress
 - Rosemont Linden
 - Redbud
 - Skyline Locust
 - Swamp White Oak
 - Chickasaw Hackberry
 - Kentucky Cucumber
 - Bur Oak
 - Blue Oak
 - Panorama
 - Triumph Elm

Large Ornamental Trees, 8" - 10" m/s

- River Birch
- Ornamental Trees, 6" - 8" m/s
 - Buckshaw Viburnum
 - Apple Serviceberry
 - Redbud
 - Common Witchhazel
 - Peppercorn
 - Ivory Silk Tree Lilac
 - Sargent Crab
 - Dorset Wymal Crab
 - White Pine

Upright, Columnar Evergreen, 5' - 6' tall

- Wintergreen Arborvitae
- Mission Arborvitae
- Spartan Juniper
- Fairview Juniper
- Green Giant Arborvitae
- Cornell Juniper

Evergreen Shrubs, 18" - 24" wide

- Redbud
- Kelly Compact Juniper
- Sloemound Maple Pine
- Redbud
- Bright Yellow Wintercreeper
- Dense Yew

Deciduous Shrubs, 18" - 48" tall

- Yellow Bogentile
- Black Chokeberry
- Dogwood Var.
- Panicle Hydrangea Var.
- Snowflake Hydrangea
- Amiable Hydrangea
- Grojo Sumac
- Miss Kim Lilac
- Viburnum Var.
- Shrub Rose Var.
- Dw. Bush Honeysuckle

Perennials, Ornamental Grasses & Groundcovers, 1gal.

- Father Time Grass
- Painta Dropped
- Swiligrass
- Lilywort
- Aoi, Moor Grass
- Sedum sp.
- Blue Wonder
- Black Eye Susan
- Autumn Sage
- Astragalus sp.

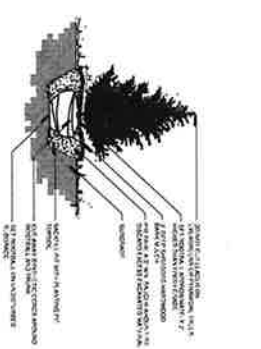
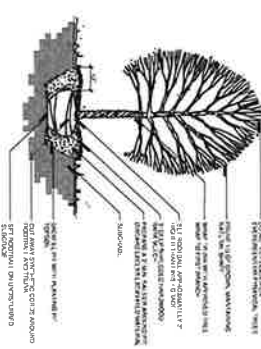


CONSTRUCTION NOTES :

- Plant all trees as indicated with an approved brand of approved fertilizer. Do not use a fertilizer that has a high salt content. Do not use a fertilizer with a high phosphorus content. Do not use a fertilizer with a high potassium content. Do not use a fertilizer with a high nitrogen content.
- Do not use a fertilizer that has a high salt content. Do not use a fertilizer with a high phosphorus content. Do not use a fertilizer with a high potassium content. Do not use a fertilizer with a high nitrogen content.
- Do not use a fertilizer that has a high salt content. Do not use a fertilizer with a high phosphorus content. Do not use a fertilizer with a high potassium content. Do not use a fertilizer with a high nitrogen content.
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- Do not use a fertilizer that has a high salt content. Do not use a fertilizer with a high phosphorus content. Do not use a fertilizer with a high potassium content. Do not use a fertilizer with a high nitrogen content.
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- Do not use a fertilizer that has a high salt content. Do not use a fertilizer with a high phosphorus content. Do not use a fertilizer with a high potassium content. Do not use a fertilizer with a high nitrogen content.
- Do not use a fertilizer that has a high salt content. Do not use a fertilizer with a high phosphorus content. Do not use a fertilizer with a high potassium content. Do not use a fertilizer with a high nitrogen content.
- Do not use a fertilizer that has a high salt content. Do not use a fertilizer with a high phosphorus content. Do not use a fertilizer with a high potassium content. Do not use a fertilizer with a high nitrogen content.

NOTE :

- All tree heights shall have a minimum of 6 feet of clearance.
- Tree roots to be 6 in. to 12 in. from any foundation wall or foundation footing.
- Tree roots to be 6 in. to 12 in. from any structure.
- Tree roots to be 6 in. to 12 in. from any utility line.
- Tree roots to be 6 in. to 12 in. from any other tree.
- Tree roots to be 6 in. to 12 in. from any other plant.
- Tree roots to be 6 in. to 12 in. from any other structure.
- Tree roots to be 6 in. to 12 in. from any other utility line.
- Tree roots to be 6 in. to 12 in. from any other tree.
- Tree roots to be 6 in. to 12 in. from any other plant.
- Tree roots to be 6 in. to 12 in. from any other structure.
- Tree roots to be 6 in. to 12 in. from any other utility line.
- Tree roots to be 6 in. to 12 in. from any other tree.
- Tree roots to be 6 in. to 12 in. from any other plant.
- Tree roots to be 6 in. to 12 in. from any other structure.
- Tree roots to be 6 in. to 12 in. from any other utility line.
- Tree roots to be 6 in. to 12 in. from any other tree.
- Tree roots to be 6 in. to 12 in. from any other plant.
- Tree roots to be 6 in. to 12 in. from any other structure.
- Tree roots to be 6 in. to 12 in. from any other utility line.



PULTEGROUP

Plant Legend, Notes & Planting EXHIBIT G

119th St. & Book Rd. Naperville, Illinois

Scale: 1" = 12"

Date: 6 June 2022

Sheet No: 22012

Project: Polo Club







Original Issue Date: 6 June 2022

SIGNATURE DESIGN GROUP

Land Planning
Landscape Architecture
Environmental Site Design

158 N. Main Street, Suite 200, Naperville, IL 60563

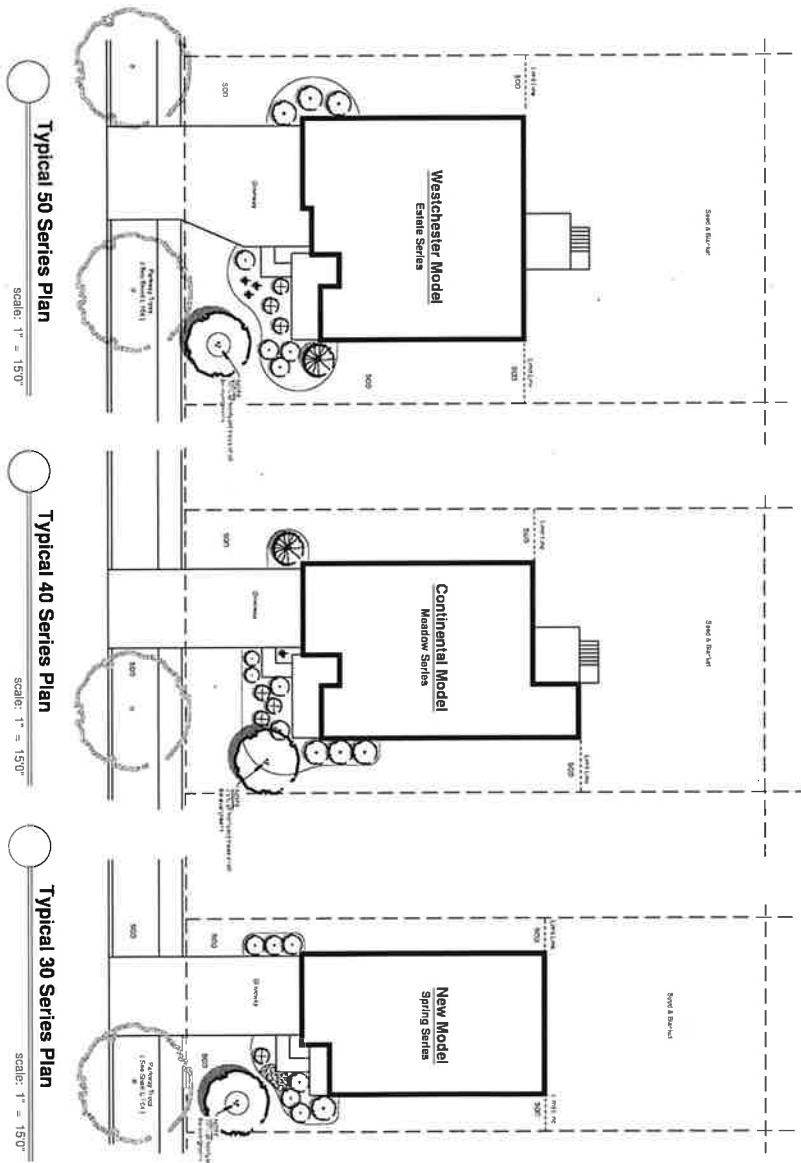
Preliminary Plant Material Legend : (Sheet L.107 Only)

	Ornamental Trees, 7' m/s or 2.5" Calliper	River Birch Prairie Fire Crab Red Jewel Crab Jap. Tree Lilac	Virral Witchhazel Apple Serviceberry Jap. Tree Lilac
	Large Evergreen Trees, 6' tall	Black Hills Spruce White Pine Canadian Hemlock	
	Upright Evergreens, 4' - 5' tall	Ridge Juniper Spenser Upright Juniper	Fastigiate Upright Juniper Mission Aboretalia
	Evergreen Shrubs, 18" - 24" wide	Danes Yew Kelly Compact Juniper	Green Yucca Boxwood Bigleafed Euconymus (Vogelia)
	Deciduous Shrubs, 18" - 36" tall	M. Black Chokeberry L. Bergeson Comp. Dogwood L. Linelight Hydrangea M. Texas Scarlet Oakleaf S. Goldenrod Spirea M. Amabelle Hydrangea	S. Groat Sumac L. Blue Mufin Viburnum M. Shrub Rose Yucca S. Dogwood L. Mian Kirtz Lilac M. Little Outcreek Hydrangea
	Perennials, Ornamental Grasses, 1gal.	Black Eye Susan Purple Coneflower Feather Reed Grass Blue Cornflour Happy Return Daylily	Switchgrass Prairie Dropseed Autumn Moor Grass Northern Sea Oats

CONSTRUCTION NOTES :

1. All plant material to be installed shall be inspected and approved by the local health department and the local nursery.
2. All plant material to be installed shall be inspected and approved by the local health department and the local nursery.
3. All plant material to be installed shall be inspected and approved by the local health department and the local nursery.
4. All plant material to be installed shall be inspected and approved by the local health department and the local nursery.
5. All plant material to be installed shall be inspected and approved by the local health department and the local nursery.
6. All plant material to be installed shall be inspected and approved by the local health department and the local nursery.
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8. All plant material to be installed shall be inspected and approved by the local health department and the local nursery.
9. All plant material to be installed shall be inspected and approved by the local health department and the local nursery.
10. All plant material to be installed shall be inspected and approved by the local health department and the local nursery.

Notes: Adjacent common area trees, signposts and monuments are not shown on this exhibit.
 Show common area landscape plans for additional planting.
Notes: Typical Planting Plans show the general layout, plant material selections and design intent. Final Plans will be required for construction.

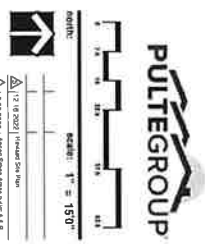


Land Planning
 Landscape Architecture
 Environmental Site Design

project:

Polo Club
 119th St. & Book Rd.
 Naperville, Illinois

Architect:
Prototypical House X
Planting Plans
EXHIBIT G

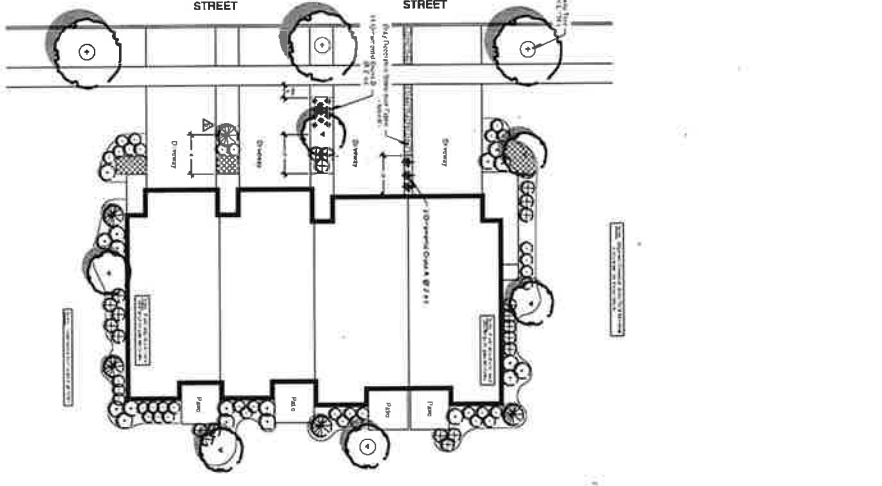


DATE: 6 June 2022
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 PROJECT NO.: 22012
 SHEET NO.: L.107

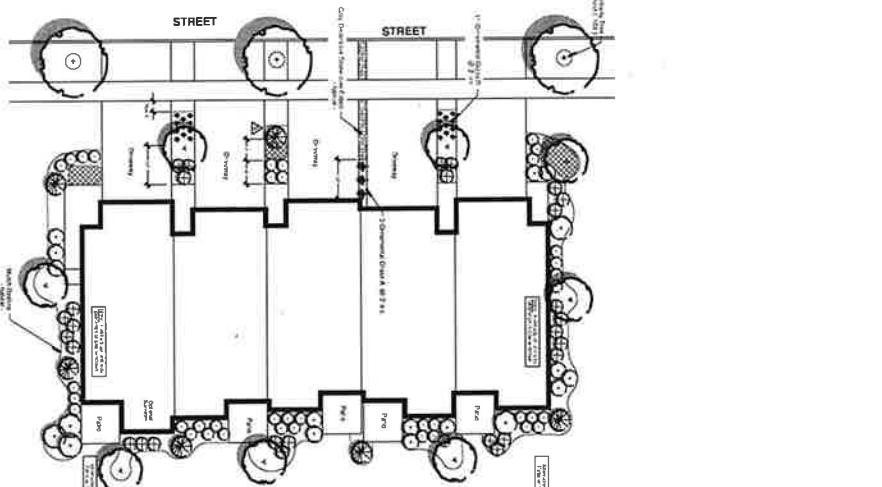
DESIGNED BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: 22012
 SHEET NO.: L.107

Table with 2 columns: Plant Material Name and Quantity/Notes. Includes items like Ornamental Tree, 8' - 8" dbh @ 2.5' tall, Perennial, 1 gal, Ornamental Grass A, 1 gal, etc.

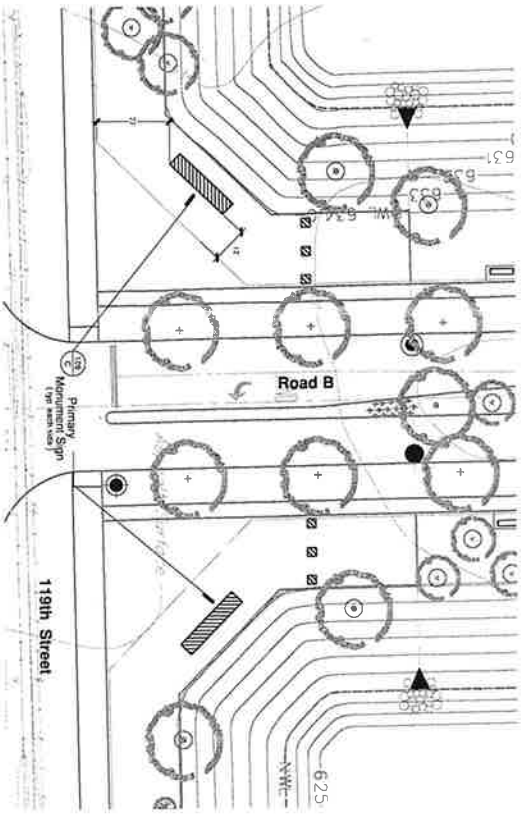
CONSTRUCTION NOTES:
1. Plant material to be installed in a 48" x 48" grid...
2. Plant material to be installed in a 48" x 48" grid...
3. Plant material to be installed in a 48" x 48" grid...



Typical 3 and 4 - Unit Building

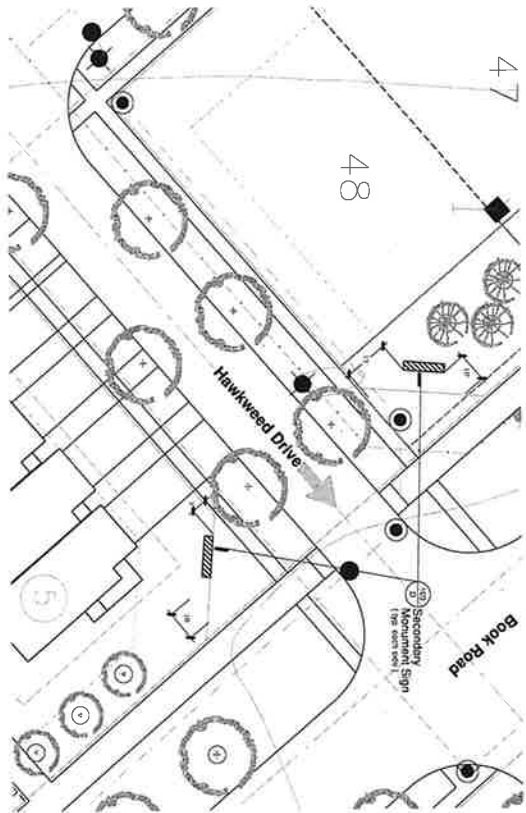


Typical 5 and 6 - Unit Building



A Primary Monument Sign - 119th Street - Location Plan

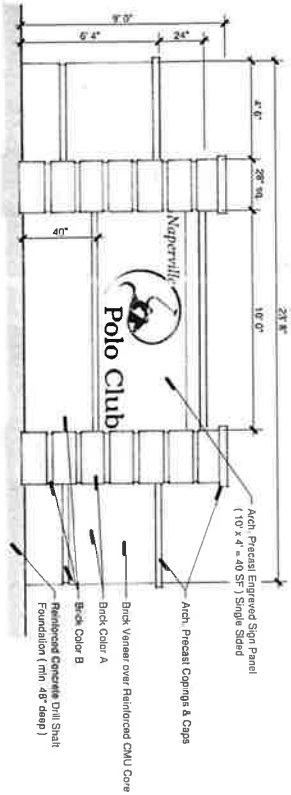
scale: 1" = 200'



B Secondary Monument Sign - Book Road - Location Plan

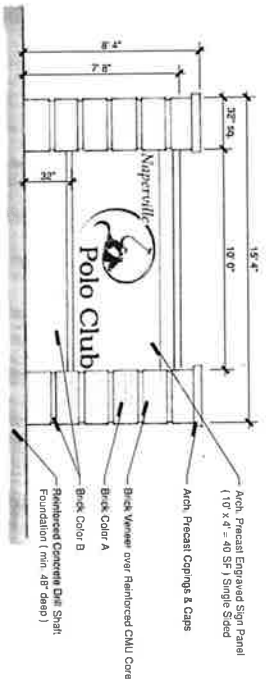
scale: 1" = 200'

These are Preliminary Elevations intended to show the overall dimensions, materials and massing. These plans may be modified, or revised, in the Final Design Phase.



C Primary Monument Sign - 119th Street - Elevation

scale: 3/8" = 1'0"



D Secondary Monument Sign - Book Road - Elevation

scale: 3/8" = 1'0"



Land Planning
Landscape Architecture
Environmental Site Design

Polo Club

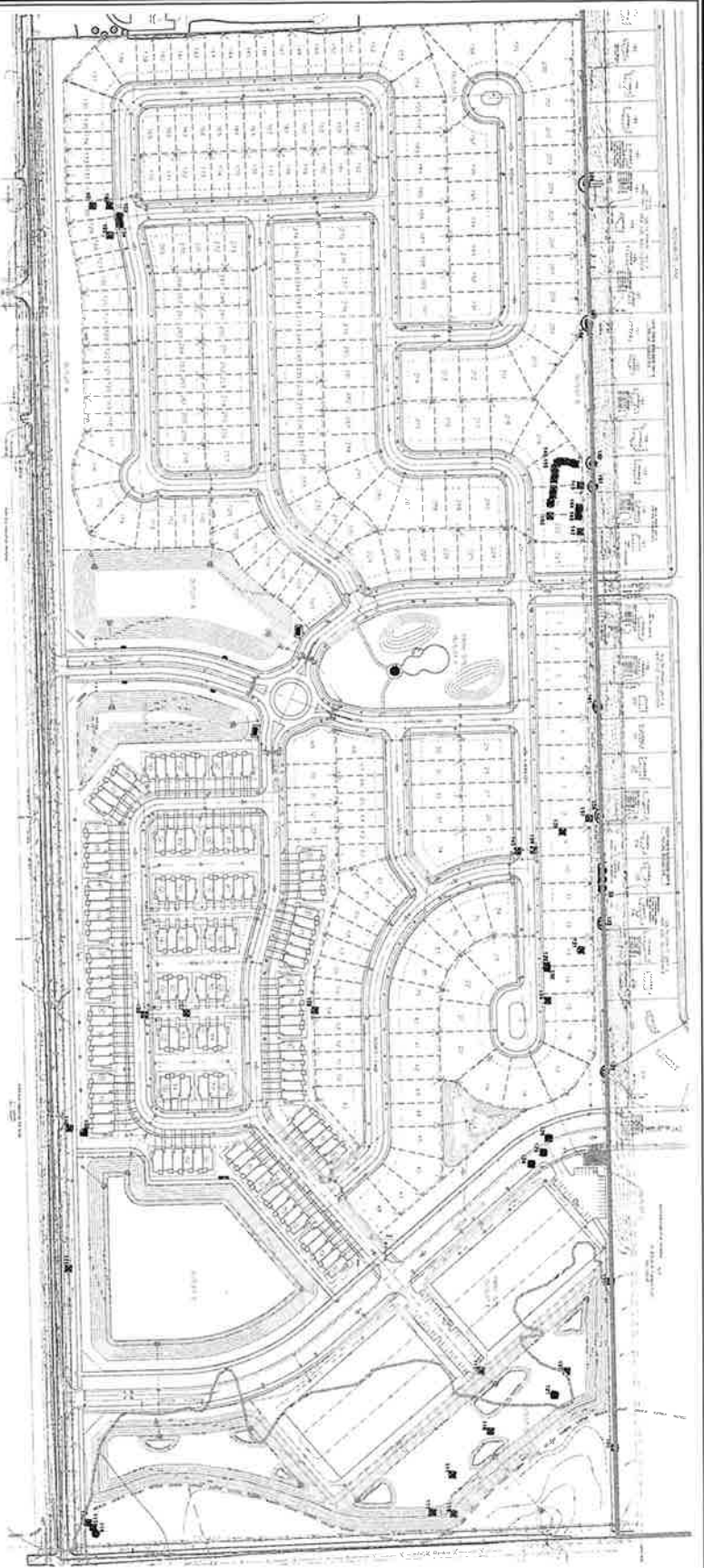
119th St. & Book Rd.
Naperville, Illinois

Lead Architect:
**Preliminary
Project Signage**

EXHIBIT G



North	Scale: As Noted
<ul style="list-style-type: none"> ▲ 1.1.2022 (Final Signage and Site Plan) ▲ 1.1.2022 (Final Signage and Site Plan) ▲ 1.1.2022 (Final Signage and Site Plan) ▲ 1.1.2022 (Final Signage and Site Plan) 	<ul style="list-style-type: none"> Created By: [Name] Project No.: 22012 Original Issue Date: 10 August 2022 Revision No.: [Number]



Tree Inventory Data :

(See Above for Site Tree Survey)

Tree ID	Species	DBH (inches)	Health	Notes
101	Maple	12	Good	
102	Oak	15	Good	
103	Red Maple	10	Good	
104	White Birch	8	Good	
105	Black Walnut	14	Good	
106	Red Maple	11	Good	
107	White Birch	9	Good	
108	Black Walnut	13	Good	
109	Red Maple	10	Good	
110	White Birch	8	Good	
111	Black Walnut	14	Good	
112	Red Maple	11	Good	
113	White Birch	9	Good	
114	Black Walnut	13	Good	
115	Red Maple	10	Good	
116	White Birch	8	Good	
117	Black Walnut	14	Good	
118	Red Maple	11	Good	
119	White Birch	9	Good	
120	Black Walnut	13	Good	
121	Red Maple	10	Good	
122	White Birch	8	Good	
123	Black Walnut	14	Good	
124	Red Maple	11	Good	
125	White Birch	9	Good	
126	Black Walnut	13	Good	
127	Red Maple	10	Good	
128	White Birch	8	Good	
129	Black Walnut	14	Good	
130	Red Maple	11	Good	
131	White Birch	9	Good	
132	Black Walnut	13	Good	
133	Red Maple	10	Good	
134	White Birch	8	Good	
135	Black Walnut	14	Good	
136	Red Maple	11	Good	
137	White Birch	9	Good	
138	Black Walnut	13	Good	
139	Red Maple	10	Good	
140	White Birch	8	Good	
141	Black Walnut	14	Good	
142	Red Maple	11	Good	
143	White Birch	9	Good	
144	Black Walnut	13	Good	
145	Red Maple	10	Good	
146	White Birch	8	Good	
147	Black Walnut	14	Good	
148	Red Maple	11	Good	
149	White Birch	9	Good	
150	Black Walnut	13	Good	

LEGEND :

- Existing Tree & Key No.
- Existing Tree - To Be Preserved
- Existing Tree - To Be Removed
- Tree Preservation Fencing

Tree Survey Date :

Existing tree inventory and rating completed by Signature Design Group on 18 July 2022. Location Survey and Tree Staking Plan prepared by GEMCON, Ltd.

STANDARD DRAWING

TREE PROTECTION

790.10

SIGNATURE DESIGN GROUP

Land Planning
Landscape Architecture
Environmental Site Design

107 W. Madison St. | Springfield, IL 62760 | P: 618.233.2300

Project:

Polo Club

119th St. & Book Rd.
Naperville, Illinois

sheet description:

Existing Tree Survey

EXHIBIT G

PULTEGROUP

DATE: 6/18/2022
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 6/18/2022
DRAWN BY: [Name]
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DATE: 6/18/2022
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 6/18/2022
DRAWN BY: [Name]
CHECKED BY: [Name]

project no.: 22012
sheet no.: TS-100

FOREST PRESERVE PATH EXHIBIT AT NAPERVILLE POLO CLUB

303

RIVERVIEW FARMSTEAD PRESERVE

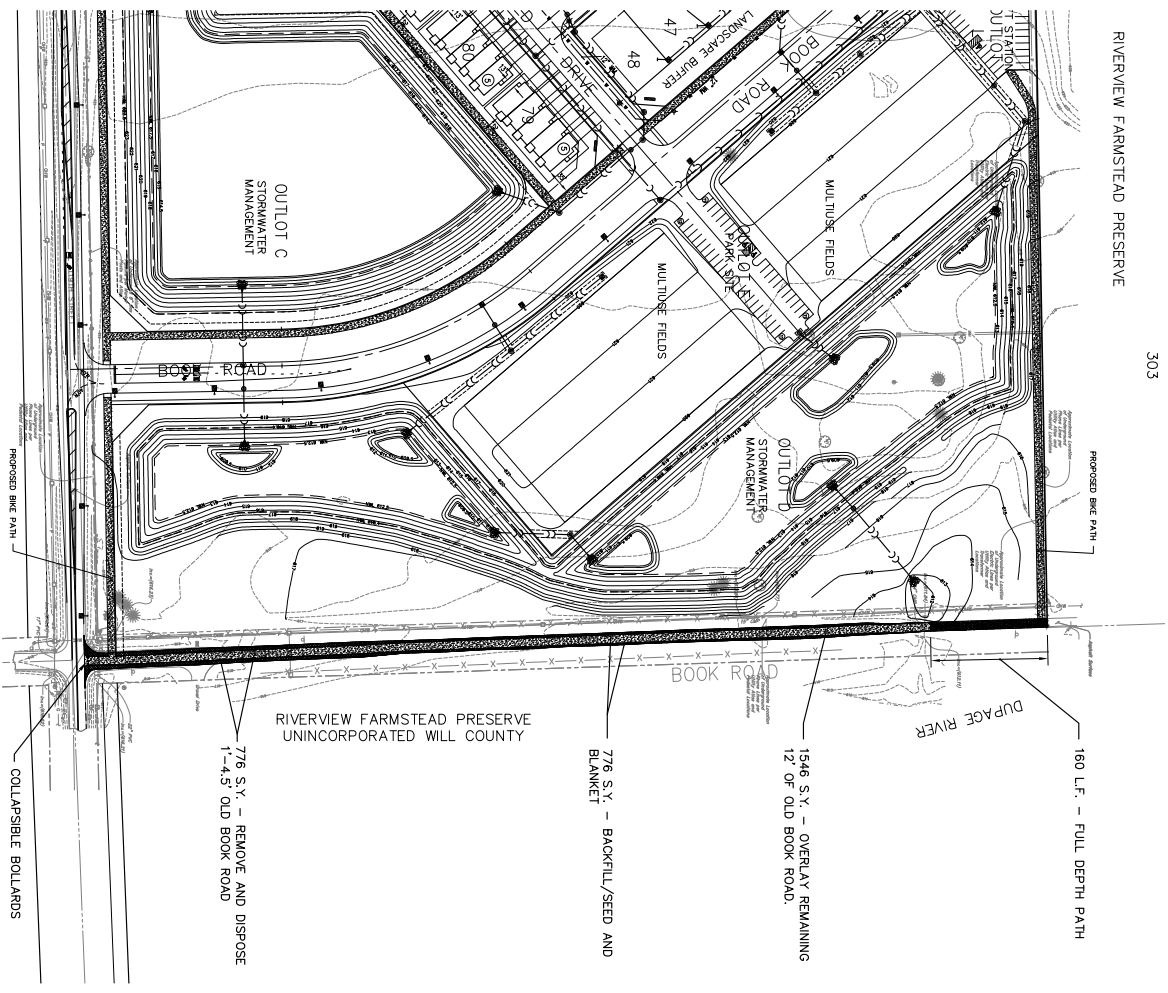
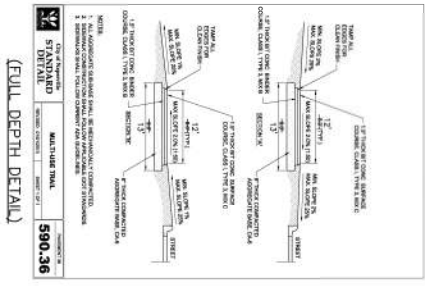
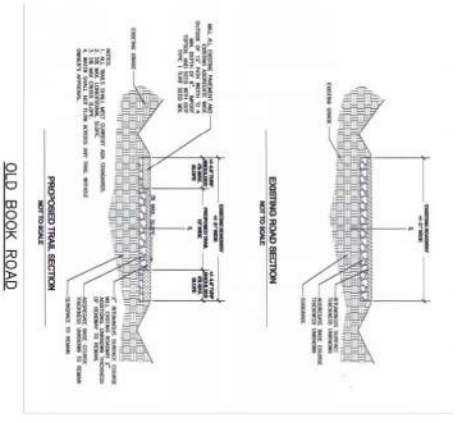


EXHIBIT I

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

PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100
 Naperville, IL 60563
 Tel: 630.862.2100
 Fax: 630.862.2199
 E-Mail: info@cemcon.com Website: www.cemcon.com
 DISC NO.: 402151 FILE NAME: FOREST PRESERVE PATH
 DRAWN BY: JAL PLOT NO.: 038 NO.: 402151
 CHECKED BY: JAL PLOT NO.: 11-50-22 JOB NO.: 402151
 REVISION: 02-27-23/JAL

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Continuation of our Reference _____

COPY OF STANDBY LETTER OF CREDIT ISSUED

DATE: _____

IRREVOCABLE STANDBY LETTER OF CREDIT REFERENCE NO.: _____

TO: CITY OF NAPERVILLE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540
ATTN: CITY CLERK

DEAR SIR/MADAM,

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR.

BENEFICIARY: CITY OF NAPERVILLE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540
ATTN: CITY CLERK

ACCOUNT PARTY: _____

DATE OF EXPIRY: _____
PLACE OF EXPIRY: _____
AMOUNT: \$ _____
APPLICABLE RULE: _____

RE: _____

THE ISSUER HEREBY ESTABLISHES OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE CITY OF NAPERVILLE AS BENEFICIARY (HEREINAFTER "CITY") IN THE AMOUNT SET FORTH ABOVE WHICH IS PAYABLE ON SIGHT BY PRESENTING THE ISSUER WITH A SIGHT DRAFT FROM THE CITY CLERK OF THE CITY OF NAPERVILLE, OR THE CITY CLERK'S DESIGNEE, BY PERSONAL DELIVERY, CERTIFIED MAIL, REGISTERED MAIL, OVERNIGHT MAIL, OR EXPRESS COURIER AT THE ISSUER'S ADDRESS SET FORTH ABOVE (OR AT SUCH OTHER AMENDED ADDRESS WHICH THE CITY IS NOTIFIED OF IN WRITING BY THE ISSUER), SUBSTANTIALLY IN THE FORM SET FORTH ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF, AS THAT FORM IS COMPLETED BY THE CITY,

AND ACCOMPANIED BY THE CITY'S SIGNED CERTIFICATE IN SUBSTANTIALLY THE FORM SET FORTH ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF AS THAT FORM IS COMPLETED BY THE CITY.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ONE (1) YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE UNLESS NOT LESS THAN SIXTY (60) DAYS BEFORE SUCH EXPIRATION DATE WE SEND WRITTEN NOTICE TO THE CITY CLERK OF THE CITY OF NAPERVILLE BY CERTIFIED MAIL, OVERNIGHT MAIL, OR EXPRESS COURIER THAT THE ISSUER HAS ELECTED NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD.

WE ARE INFORMED THAT IT IS AGREED THAT ANY ONE OR MORE OF THE LIST OF CIRCUMSTANCES SET FORTH ON EXHIBIT B SHALL CONSTITUTE A DEFAULT BY THE ACCOUNT PARTY / DEVELOPER AND SHALL ENTITLE THE CITY TO MAKE DEMAND ON THIS LETTER OF CREDIT.

THE ISSUER'S OBLIGATIONS TO THE CITY ARE BASED SOLELY ON THIS IRREVOCABLE LETTER OF CREDIT ENGAGEMENT BETWEEN THE ISSUER AND THE CITY AND ARE NOT SUBJECT TO INSTRUCTIONS FROM THE ACCOUNT PARTY / DEVELOPER.

THE LETTER OF CREDIT AMOUNT WILL BE REDUCED BY THE AMOUNT OF ANY DRAWING HONORED BY THE ISSUER.

THE LETTER OF CREDIT AMOUNT MAY ALSO BE REDUCED UPON RECEIPT BY THE ISSUER OF A DATED SIGNED CERTIFICATE FROM THE CITY CLERK OF THE CITY OF NAPERVILLE, STATING "_____ BANK, N.A. LETTER OF CREDIT NO. _____ MAY BE REDUCED AS OF THE DATE HEREOF BY THE AMOUNT OF _____ (USD _____)."

PARTIAL DRAWINGS AND MULTIPLE DRAWINGS ARE ALLOWED UNDER THIS LETTER OF CREDIT.

NOTWITHSTANDING ANY PROVISION OF THE UNIFORM COMMERCIAL CODE OR OTHER PROVISION CONTAINED OR REFERENCED HEREIN, THE ISSUER AGREES THAT UNDER NO CIRCUMSTANCES WILL THE BENEFICIARY / CITY OF NAPERVILLE BE LIABLE TO PAY THE ISSUER'S ATTORNEY'S FEES OR COSTS, AND THAT THE ISSUER WILL PAY ITS OWN ATTORNEY'S FEES AND COSTS RELATIVE TO THE ENFORCEMENT OF THIS LETTER OF CREDIT. FURTHER, THE ISSUER IS INFORMED THAT IT IS AGREED THAT: (I) AT NO TIME SHALL THE CITY OF NAPERVILLE BE LIABLE FOR THE ATTORNEYS' FEES OR COSTS OF THE ACCOUNT PARTY / DEVELOPER, OR ITS SUBSIDIARY, _____, RELATIVE TO ENFORCEMENT OF THIS LETTER OF CREDIT, AND (II) THE ACCOUNT PARTY / DEVELOPER HEREUNDER WILL CAUSE THE BENEFICIARY / CITY OF NAPERVILLE'S ATTORNEYS' FEES AND COSTS (IN-HOUSE OR OUTSIDE COUNSEL), REASONABLY

INCURRED IN ENFORCING COLLECTION OF THIS LETTER OF CREDIT, TO BE PROMPTLY PAID TO THE CITY OF NAPERVILLE IF THE ISSUER WRONGFULLY FAILS TO HONOR ANY DEMAND BY THE BENEFICIARY / CITY OF NAPERVILLE FOR PAYMENT HEREUNDER.

THE LAWS OF THE STATE OF ILLINOIS SHALL CONTROL ANY DISPUTE OR ACTION ARISING OUT OF THIS LETTER OF CREDIT. NOTWITHSTANDING THE FOREGOING, THE PROVISIONS OF ARTICLE 5 OF THE ILLINOIS UNIFORM COMMERCIAL CODE SHALL APPLY TO THIS LETTER OF CREDIT EXCEPT FOR 5/5-106(D), 5/5-111(E), AND EXCEPT AS OTHERWISE PROVIDED HEREIN. TO THE EXTENT THAT THERE IS ANY CONFLICT BETWEEN THE PROVISIONS OF ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE AND THE TERMS OF THIS LETTER OF CREDIT, THE TERMS OF THE LETTER OF CREDIT SHALL CONTROL.

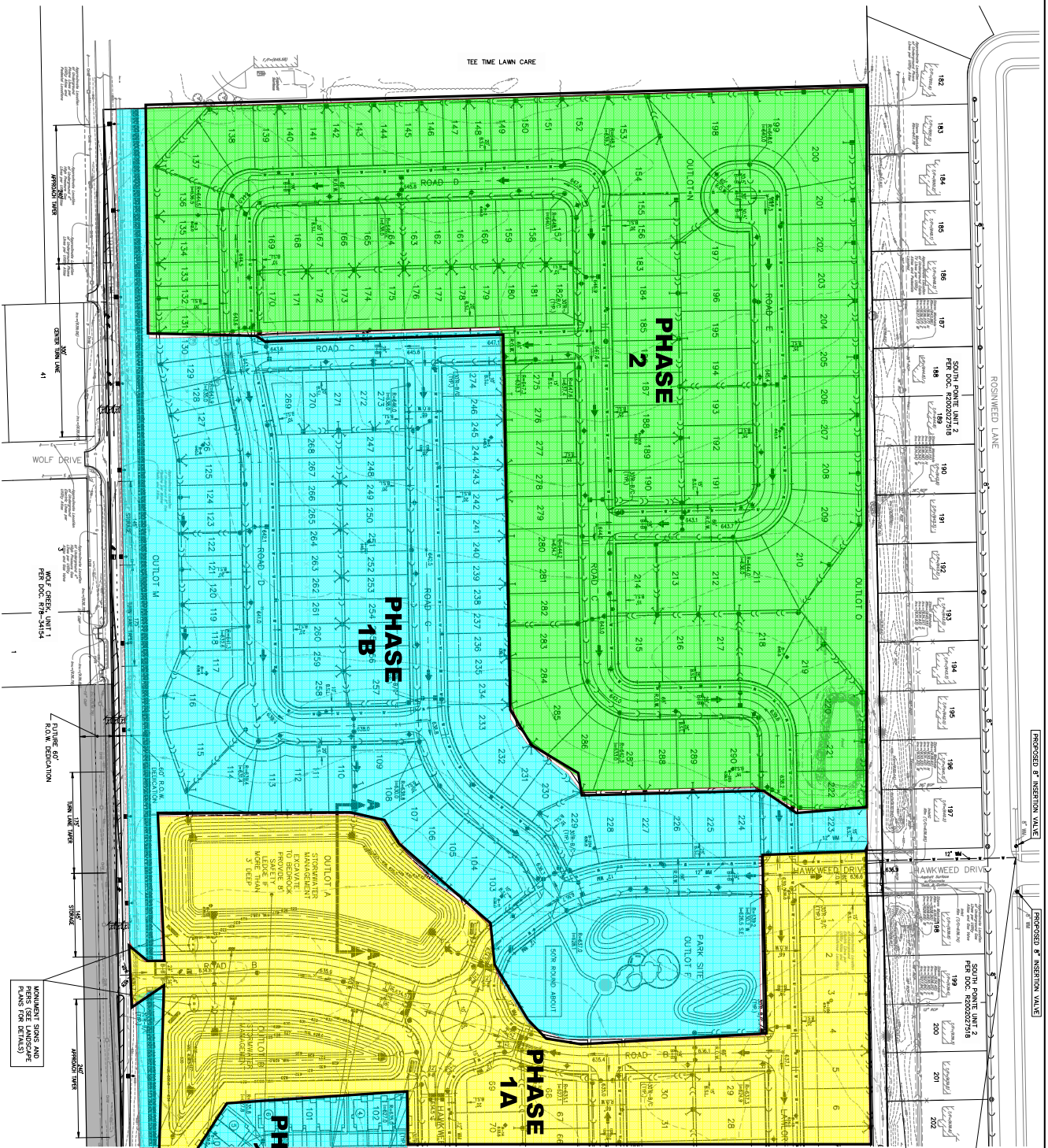
ANY LEGAL ACTION TO ENFORCE ANY RIGHT OR OBLIGATION ARISING OUT OF THE ENFORCEMENT OF THIS LETTER OF CREDIT, OR OTHERWISE ASSOCIATED WITH THIS LETTER OF CREDIT, SHALL BE BROUGHT IN THE 18TH JUDICIAL CIRCUIT COURT, DUPAGE COUNTY, ILLINOIS.

All inquiries regarding this transaction may be directed to our Client Service Group quoting our reference _____ using the following contact details:

Telephone Number: _____

Email Address: _____

Authorized Signature



CONNECT TO EXISTING WATERMAIN
#10" DIA. 2' DIA. IN TEE

PROPOSED DRAINAGE ACCESS GATE
TO BE INSTALLED IN ST1 INTERSECTION

Phase 1A - Fall 2023

Phase 1B - Summer 2024

Phase 2 - 2025

Scale: 1" = 50'

North Arrow

PROPOSED ROUND ABOUT - SIGNAGE DETAIL
SCALE: 1" = 40'

TRAFFIC LIGHT

STOP SIGN

YIELD SIGN

WALKWAY

CONCRETE BENCH PLANS (SEE DETAILS)

TEMP. ACCESS PLANS (FOR DETAILS)

CONCRETE BENCH PLANS (SEE DETAILS)

CONCRETE BENCH PLANS (SEE DETAILS)

EQUIVALENT PIPE

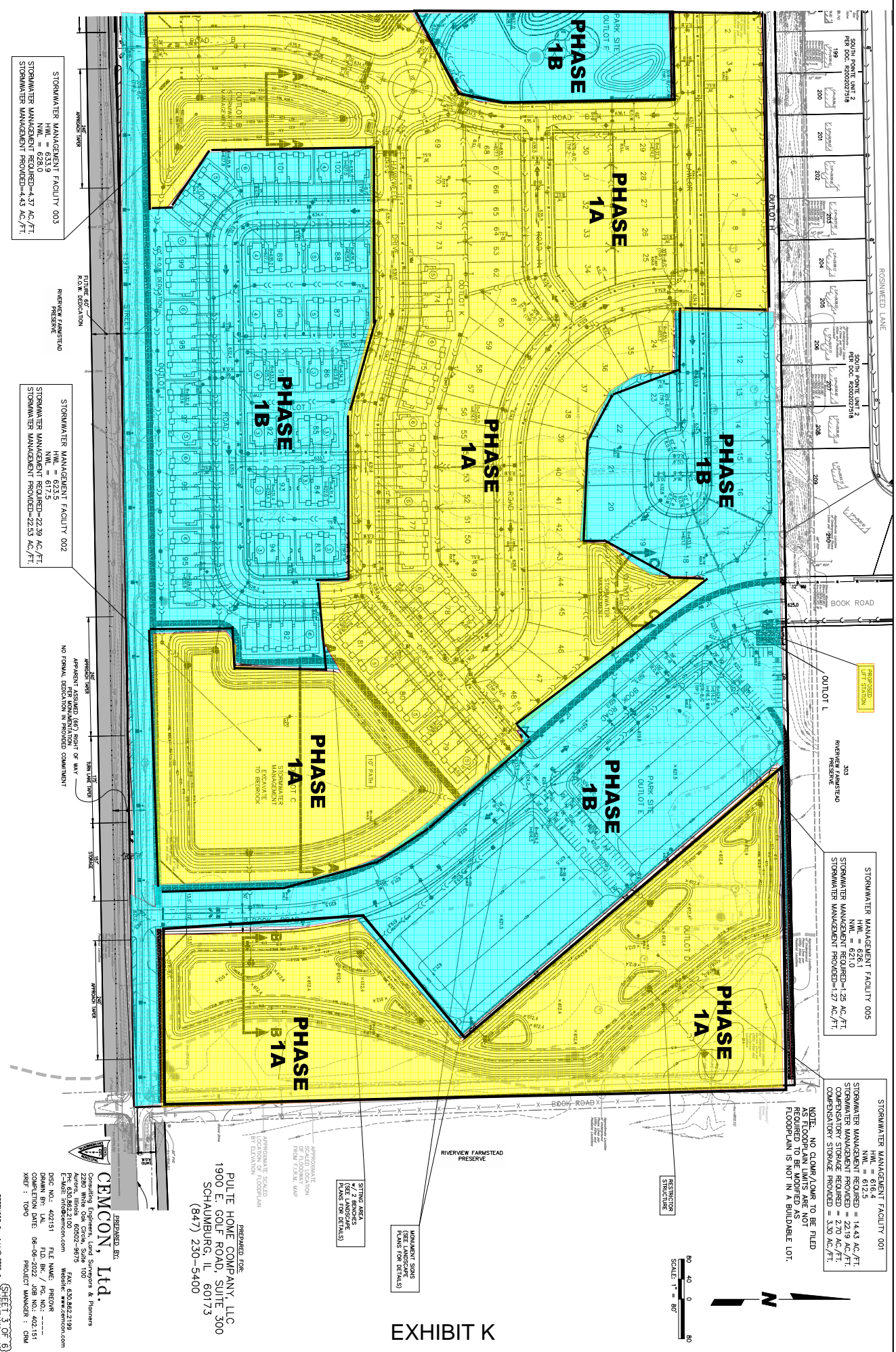
STORMWATER MANAGEMENT FACILITY 004
HWL = 634.0
VME = 628.0
STORMWATER MANAGEMENT PROVIDED - 10.96 AC./FT.

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

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2380 White Oak Court, Suite 100
P.O. Box 2100
Evanston, IL 60202-2100
Tel: 847.325.5913 Fax: 847.325.5919
E-Mail: info@cemcon.com Website: www.cemcon.com

DESIGN NO.: 402151 FILE NAME: PRECON
CONSTRUCTION DATE: 06-06-2022 JOB NO.: 402151
PROJECT MANAGER: CML

REFERENCE: 2023/01/16 @ 2023/01/16



STORMWATER MANAGEMENT FACILITY 003
 H.M.L. = 6233.9
 STORMWATER MANAGEMENT REQUIRED = 4.37 AC./FT.
 STORMWATER MANAGEMENT PROVIDED = 4.3 AC./FT.

REVENUE FARMSTEAD
 PRESERVE

STORMWATER MANAGEMENT FACILITY 002
 H.M.L. = 6233.5
 STORMWATER MANAGEMENT REQUIRED = 22.39 AC./FT.
 STORMWATER MANAGEMENT PROVIDED = 22.33 AC./FT.

APPROXIMATE ASSIGNED (60') RIGHT OF WAY
 APPEARING PER RECONSTRUCTION
 NO TYPICAL DEDICATION IN PROVIDED COMMENTARY

STORMWATER MANAGEMENT FACILITY 005
 H.M.L. = 626.1
 STORMWATER MANAGEMENT REQUIRED = 1.25 AC./FT.
 STORMWATER MANAGEMENT PROVIDED = 1.27 AC./FT.

STORMWATER MANAGEMENT FACILITY 001
 H.M.L. = 616.4
 STORMWATER MANAGEMENT REQUIRED = 14.43 AC./FT.
 STORMWATER MANAGEMENT REQUIRED = 22.19 AC./FT.
 COMPENSATORY STORAGE PROVIDED = 3.30 AC./FT.

NOTE: NO CLOWN / OMR TO BE FIELD AS FLOODPLAIN LIMITS ARE NOT REQUIRED TO BE MODIFIED AS FLOODPLAIN IS NOT IN A BUILDABLE LOT.

SITING AREA
 1/2" = 20' HORIZONTAL SCALE
 1" = 20' VERTICAL SCALE
 PLANS FOR DETAILS

MONUMENT SITES
 (SEE ANNOTATED PLANS FOR DETAILS)

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

PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2200 White Oak Cove, Suite 100
 Schaumburg, IL 60196
 Tel: 830.862.2100 Fax: 830.862.2199
 Email: info@cemcon.com Website: www.cemcon.com
 OSC No: 402151
 THE NAME OF THE PROJECT IS: PHAS
 PROJECT NO.: 2023-001
 COMPLETION DATE: 06-06-2022 JOB NO.: 402151
 PROJECT MANAGER: CRM

REFERENCES: CEMCON @ 2023. CEMCON, Ltd. is the owner of the information contained herein.

90 40 0 80
 SCALE: 1" = 80'

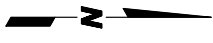


EXHIBIT K