

**OWNER'S ACKNOWLEDGEMENT & ACCEPTANCE AGREEMENT
FOR ASHWOOD CROSSING**

This Owners' Acknowledgement and Acceptance Agreement ("Agreement") is entered into between the City of Naperville and Pulte Home Company, LLC, a Michigan limited liability company, successor in interest to Pulte Home Corporation, with offices at 1900 E. Golf Road, Suite 300, Schaumburg, IL 60173 (hereinafter referred to the "OWNER AND DEVELOPER"). The OWNER AND DEVELOPER is the owner of record and developer of real property located at the southwest corner of 248th Avenue and 95th Street, commonly known as the Ashwood Crossing Subdivision ("SUBJECT PROPERTY"). The CITY and the OWNER AND DEVELOPER are together hereinafter referred to as the "Parties" and sometimes individually as "Party".

In accordance with the provisions of the Naperville Municipal Code as amended from time to time, OWNER AND DEVELOPER shall pay all fees and fulfill all other terms and conditions set forth or referenced herein and as set forth in the Annexation Agreement for Ashwood Crossing recorded and effective on April 11, 2017 (hereinafter referred to as the "Annexation Agreement"). Said fees shall not be paid under protest or otherwise objected to. OWNER AND DEVELOPER shall also abide by all requirements of the Naperville Municipal Code, as amended from time to time, the Statement of General Conditions attached hereto and made part hereof as **EXHIBIT #1**, and all motions, ordinances and resolutions by the City Council pertaining to or approving the final subdivision plat for the SUBJECT PROPERTY.

SECTION 1. RECAPTURE FEES

1.1 OWNER AND DEVELOPER shall pay recapture fees and other fees as set forth in Section S3.0 of the Annexation Agreement.

SECTION 2. WATERMAIN

2.1 The OWNER AND DEVELOPER shall comply with the requirements set forth in Section 4.0 of the Annexation Agreement.

SECTION 3. AGE RESTRICTION

3.1 The SUBJECT PROPERTY shall be developed as an age restricted community in accordance with the Fair Housing Act as amended from time to time, including but not limited to the provisions of the "Housing for Older Persons Act of 1995", and in accordance with the Ashwood Crossing Age Restriction Covenant attached hereto as **EXHIBIT #2** ("Age Restriction Covenant" or "Covenant"). The Age Restriction Covenant has been voluntarily agreed to by the OWNER AND DEVELOPER, and has been approved by the School District #204 as evidenced by **EXHIBIT #3**, attached hereto and made part hereof. Said Covenant shall run with the land and shall be recorded prior to recordation of the final subdivision plat for the SUBJECT PROPERTY.

SECTION 4. SCHOOL DONATION

4.1 The OWNER AND DEVELOPER shall comply with the requirements set forth in Section 10.0 of the Annexation Agreement.

SECTION 5. PARK DONATION FEE

5.1 In consideration of the provisions of the age restriction provisions set forth in Section 3 of this Agreement and subject to the Age Restriction Covenant referenced above, the OWNER AND DEVELOPER agrees to pay a park donation in the amount of \$515,947.84 based on the park donation worksheet in **EXHIBIT #4**, attached hereto and made a part hereof, which donation worksheet specifically accounts for the SUBJECT PROPERTY being developed for purposes of an age-restricted community including 103 dwelling units. The amount of such payment is consistent with a deviation from Section 7-3-5:4.2 of the Naperville Municipal Code approved by Ordinance 17-021, which is agreed to by the Naperville Park District as evidenced by **EXHIBIT #5** attached hereto and made part hereof. The OWNER AND DEVELOPER'S obligation shall be fulfilled by cash payment to the CITY, payment being made at a rate of \$5,009.20 per dwelling unit (as modified per Section 5.3 below) prior to issuance of each building permit in the Ashwood Crossing Subdivision pursuant to a deviation to Section 7-3-5:5.2 (Cash in Lieu of Land Contributions) of the Naperville Municipal Code to be approved by a separate ordinance at the time of final plat subdivision approval. The OWNER AND DEVELOPER acknowledges that the park donation established herein shall not be paid under protest.

5.2 In the event that the age restriction is modified in the future so as to allow residency of individuals under the age provided for in the Age Restriction Covenant, the reduction of the park donation provided for herein shall be deemed to be automatically void without further action of the Parties hereto and an amendment of the Annexation Agreement and an amendment to this Agreement shall be required.

5.3 OWNER AND DEVELOPER shall receive a park donation credit in the amount of \$8,154.72 for a single-family residence previously located on the SUBJECT PROPERTY, based on the park donation worksheet in **EXHIBIT #6**. Said credit shall be applied to each dwelling unit at a rate of \$79.17 per unit prior to issuance of each building permit in the Ashwood Crossing Subdivision. Taking said credit into consideration, the OWNER AND DEVELOPER'S park donation payment shall be made at a rate of \$4930.03 per dwelling unit prior to issuance of each building permit in the Ashwood Crossing Subdivision.

SECTION 6. WOLF'S CROSSING ROAD IMPROVEMENTS

6.1 The OWNER AND DEVELOPER agrees to improve Wolf's Crossing Road (south of 95th Street) between 95th Street and Normantown Road to the CITY'S collector roadway standards in accordance with the Final Engineering Plans for "Proposed Roadway Network Improvements – Wolf's Crossing Road" prepared by INTECH Consultants, Inc. dated February 10, 2017 and last revised March 23, 2017 (hereinafter referred to as "Wolf's Crossing Road Improvements"). It shall be the OWNER AND DEVELOPER'S sole responsibility to perform the following tasks associated with the Wolf's Crossing Road Improvements:

- i. Update the previous Final Engineering Plans for "Proposed Roadway Network Improvements – Wolf's Crossing Road", prepared by INTECH Consultants, Inc., dated April 20, 2007 and last revised July 20, 2007, to meet current CITY standards. This task has been completed. The updated Final Engineering Plans for "Proposed Roadway Network Improvements – Wolf's Crossing Road" prepared by INTECH Consultants, Inc. dated February 10, 2017 and last revised March 23, 2017, have been reviewed and approved by the City Engineer.
- ii. Construct the Wolf's Crossing Road Improvements per the Final Engineering Plans for "Proposed Roadway Network Improvements – Wolf's Crossing Road" prepared by INTECH Consultants, Inc. dated February 10, 2017 and last revised March 23, 2017, including but not limited to any necessary utility relocation, the Wolf's Crossing Shared Use Path (as defined in Section 10.3 hereof) and any associated parkway restoration.
- iii. Provide any necessary construction engineering services as required by the City Engineer.
- iv. Provide construction management services not to exceed thirty thousand dollars (\$30,000.00).

6.2 The Wolf's Crossing Road Improvements shall be completed in two phases as follows:

6.2.1 Phase One of the Wolf's Crossing Road Improvements shall include: a) the full cross-section of that portion of Wolf's Crossing Road from 95th Street to just north of the existing Wolf's Crossing Road (Station 28 + 00 as shown on the Final Engineering Plans for "Proposed Roadway Network Improvements – Wolf's Crossing Road" prepared by INTECH Consultants, Inc. dated February 10, 2017 and last revised March 23, 2017); and b) a temporary transition from Station 28 + 00 to the existing Wolf's Crossing Road.

Phase One of the Wolf's Crossing Road Improvements is to be substantially completed and is "Open for Traffic" as determined by the City Engineer. All outstanding items for the Wolf's Crossing Road Improvements as determined by the City Engineer, including but not limited to installation of landscaping, street lights and the Wolf's Crossing Shared Use Path described in Section 10.3 hereof, must be completed to the satisfaction of the City Engineer no later than August 31, 2018. The CITY shall have the right to withhold issuance of any further building and occupancy permits for failure to complete the punch list items by August 31, 2018.

6.2.2 Phase Two of the Wolf's Crossing Road Improvements shall include the full cross-section of that portion of Wolf's Crossing Road from Station 28 + 00 to Normantown Road. Phase Two shall be fully completed and approved by the City Engineer no later than August 31, 2018. The CITY shall have the right to withhold issuance of any further building and occupancy permits for failure to complete construction of Phase Two of the Wolf's Crossing Road Improvements by August 31, 2018.

The CITY acknowledges and agrees that in order to construct Phase Two of the Wolf's Crossing Road Improvements, the existing section of Wolf's Crossing Road from 248th Avenue west to the railroad tracks shall be completely closed to all traffic during a portion of the construction period as approved by the City Engineer.

6.2.3 To the extent of any conflict in the schedule for completion of the Wolfs Crossing Road Improvements as set forth in this Agreement and the First Amendment to the Ashwood (A/K/A 248th Assemblage North) Annexation Agreement, the schedule set forth in this Agreement shall prevail.

6.3 The CITY agrees to reimburse the OWNER AND DEVELOPER fifty percent (50%) of the actual costs of the Wolf Crossing Road Improvements for the items described in Sections 6.1 (i), (ii), (iii) and (iv) above with the exception of the construction costs for that portion of the Wolf's Crossing Shared Use Path adjacent to the SUBJECT PROPERTY. The OWNER AND DEVELOPER shall be responsible for one hundred percent (100%) of the construction costs associated with that portion of the Wolf's Crossing Shared Use Path adjacent to the SUBJECT PROPERTY. As construction proceeds, the CITY shall pay said costs to the OWNER AND DEVELOPER within sixty (60) days of receipt of periodic invoicing from the OWNER AND DEVELOPER specifying the costs incurred. Payment of such invoices is subject to review and approval by the City Engineer which shall not be unreasonably withheld or delayed.

6.4 Section S19.0 of the First Amendment to the Ashwood (A/K/A 248th Assemblage North) Annexation Agreement between the CITY and Pulte Home Corporation ("Pulte") provides that Pulte is obligated to construct a portion of Wolf's Crossing Road between the east side of the Normantown Road right-of-way to just west of the proposed North Perimeter Collector Roadway (Trumpet Avenue") and the transition to the existing Wolf's Crossing Road as depicted on EXHIBITS "FA-L1" and as listed on EXHIBIT "FA-L2" to said agreement, which improvements are to include but not be limited to pavement, curb and gutter, street lights, storm sewer, bike trail, and parkway restoration. The OWNER AND DEVELOPER of this Agreement shall be jointly and severally responsible for the obligations set forth in Section S19.0 of the First Amendment to the Ashwood (A.K/A 248th Assemblage North) Annexation Agreement. Notwithstanding the foregoing, the OWNER AND DEVELOPER shall be released of said obligations upon completion of the items described in Sections 6.1 (i), (ii), (iii) and (iv) and acceptance of the Wolf's Crossing Road Improvements by the CITY.

6.5 OWNER AND DEVELOPER shall require contractors performing work on the Wolf's Crossing Road Improvements to provide warranties for their work to the CITY in addition to the OWNER AND DEVELOPER or to agree that OWNER AND DEVELOPER will transfer the contractors' warranties concurrent with the CITY'S final payment for its portion of the costs as referenced in Section 6.3. OWNER AND DEVELOPER shall not be required to guaranty the Wolf's Crossing Road Improvements following the CITY'S final payment nor shall OWNER AND DEVELOPER be required to post SURETY associated with any maintenance period for the Wolf's Crossing Road Improvements.

SECTION 7. RIGHT-OF-WAY VACATION

7.1 On February 21, 2017, the Naperville City Council passed Ordinance 17-020 vacating a portion of the Wolf's Crossing Road Right-of-Way as depicted on the Plat of Vacation prepared by CEMCON, Ltd., dated September 30, 2016, last revised February 15, 2017 attached hereto and incorporated herein as **EXHIBIT #7** (hereafter referred to as "SUBJECT ROW"). Pursuant to provisions in Ordinance 17-020, the vacation of the SUBJECT ROW shall be effective only upon recordation of the Plat of Vacation with the Will County Recorder's Office. The prerequisites to recordation of the Plat of Vacation as set forth in Section S15.1 of the Annexation Agreement has been met. Therefore, upon submission of a fully and properly executed Plat of Vacation, said Plat of Vacation shall be recorded with the Will County Recorder without unreasonable delay.

7.2 Upon recordation of the Plat of Vacation, title to the vacated SUBJECT ROW shall vest in the OWNER AND DEVELOPER.

7.3 The Plat of Vacation shall be recorded prior to recordation of any final plat of subdivision for the SUBJECT PROPERTY.

SECTION 8. TRUMPET AVENUE IMPROVEMENTS

8.1 The OWNER AND DEVELOPER agrees to: (i) design and construct the remainder of Trumpet Avenue between Stations 10+00 and 16+25 to the CITY's collector road standards including installation of street lights and landscaping; (ii) design and install traffic signals at Trumpet Avenue and 248th Avenue and at Trumpet Avenue and the reconfigured Wolf's Crossing Road; and (iii) design and install the Trumpet Avenue Shared Use Path as defined in Section 10.4 hereof. The improvements described in Subsections (i), (ii) and (iii) shall be designed and installed in accordance with final engineering plans to be approved by the City Engineer and are collectively referenced herein as the "Trumpet Avenue Improvements".

8.2 The Trumpet Avenue Improvements shall be fully completed and approved by the City Engineer by August 31, 2018 unless otherwise agreed in writing by the City Engineer. In the absence of full completion and approval of the Trumpet Avenue Improvements as provided above, the CITY shall have the right to withhold issuance of any further building and occupancy permits for the SUBJECT PROPERTY

8.3 The OWNER AND DEVELOPER shall be responsible for all costs associated with the Trumpet Avenue Improvements except that the CITY shall reimburse the OWNER AND DEVELOPER: i) ninety thousand dollars (\$90,000.00) per traffic signal for a total of one hundred and eighty thousand dollars (\$180,000.00), which sum represents the sums previously donated to the City for installation of said traffic signals under the First Amendment to the Annexation Agreement for Ashwood (A/K/A 248th Assemblage North), and ii) one-third of the actual costs of the design, acquisition and installation of the traffic signals at Trumpet Avenue and 248th Avenue and at Trumpet Avenue and the reconfigured Wolf's Crossing Road. The CITY shall reimburse the first one hundred and eighty thousand dollars (\$180,000.00) of costs to the OWNER and

DEVELOPER within sixty (60) days of receipt of periodic invoicing from the OWNER AND DEVELOPER specifying the costs incurred. The City shall reimburse its one-third share of the actual costs of the design, acquisition and installation of the traffic signals within sixty (60) days following the City's Engineer's certification that installation has been completed and approved. Payment of such invoices is subject to review and approval by the City Engineer which shall not be unreasonably withheld or delayed.

8.4 "Road Improvements" herein shall be defined as including both Wolf's Crossing Road Improvements and Trumpet Avenue Improvements.

SECTION 9. INTERIM LEFT TURN LANE ON 248TH AVENUE

9.1 The OWNER AND DEVELOPER agrees to, at its sole cost, design and construct an interim/temporary left turn lane for north-bound 248th Avenue to west-bound Trumpet Avenue in accordance with final engineering plans approved by the City Engineer. The left turn lane shall be substantially completed, as determined by City Engineer, prior to issuance of any final occupancy permits for the SUBJECT PROPERTY. All outstanding punch list items, including but not limited to street lights and landscaping, as determined by the City Engineer, must be completed to the satisfaction of the City Engineer within twelve (12) months of issuance of the first final occupancy permit for the SUBJECT PROPERTY. In the absence of full completion of the punch list items as set forth above, the CITY shall have the right to withhold issuance of any further building and occupancy permits for the SUBJECT PROPERTY.

SECTION 10. SHARED-USE PATHS

10.1 The OWNER AND DEVELOPER agrees to install a ten foot (10') wide asphalt shared-use path, at the OWNER AND DEVELOPER'S sole cost, across the 248th Avenue frontage of the SUBJECT PROPERTY as depicted on the Final Engineering Plans for Ashwood Crossing prepared by CEMCON, Ltd., dated March 15, 2017, last revised May 25, 2017 (herein "248th Avenue Shared Use Path"). Said 248th Avenue Shared Use Path shall be constructed and approved by the City Engineer no later than April 11, 2019. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. In the event that said 248th Avenue Shared Use Path is not constructed and approved by April 11, 2019, or any approved extension of that timeframe, the CITY may withhold issuance of further building and occupancy permits for the SUBJECT PROPERTY.

The 248th Avenue Shared Use Path shall be owned and maintained by the OWNER AND DEVELOPER or the Ashwood Crossing Homeowners' Association, but access to said path is granted to the general public pursuant to a public access easement dedicated on the Final Plat of Subdivision for Ashwood Crossing, prepared by CEMCON Ltd., dated March 15, 2017, last revised May 25, 2017.

10.2 The OWNER AND DEVELOPER agrees to install a ten foot (10') wide asphalt shared use path along the perimeter of the detention pond on the SUBJECT PROPERTY at the OWNER AND DEVELOPER'S sole cost as depicted on the Final Engineer Plans for Ashwood Crossing prepared by CEMCON, Ltd., dated March 15, 2017,

last revised May 25, 2017 (herein "On-Site Shared Use Path"). Said On-Site Shared Use Path shall be constructed and approved by the City Engineer no later than April 11, 2019. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. In the event that said On-Site Shared Use Path is not constructed and approved within said two (2) year timeframe, or any approved extension of that timeframe, the CITY may withhold issuance of further building and occupancy permits for the SUBJECT PROPERTY. The On-Site Shared Use Path is not intended to be a public path and shall be owned and maintained by the OWNER AND DEVELOPER or the Ashwood Crossing Homeowners' Association.

10.3 The Wolf's Crossing Road Improvements as described in Section 6 of this Agreement includes a shared-use path along the east side of Wolf's Crossing Road between Normantown Road and 95th Street (herein "Wolf's Crossing Shared Use Path"). The OWNER AND DEVELOPER shall install the Wolf's Crossing Shared Use Path as part of the Wolf's Crossing Road Improvements pursuant to the provisions of Section 6 and the CITY shall reimburse its share of the costs of the Wolf's Crossing Shared Use Path pursuant to the provisions of Section 6.3 above. The Wolf's Crossing Shared Use Path shall be owned and maintained by the CITY.

10.4 The Trumpet Avenue Improvements as described in Section 8 of this Agreement includes a 10' wide asphalt shared-use path along the south side of Trumpet Road between Wolf's Crossing Road and Empress Drive (herein "Trumpet Avenue Shared Use Path"). The OWNER AND DEVELOPER shall install the Trumpet Avenue Shared Use Path at the OWNER AND DEVELOPER'S sole cost as part of the Trumpet Avenue Improvements pursuant to the provisions of Section 8. The Trumpet Avenue Shared Use Path shall be owned and maintained by the CITY.

SECTION 11. SIDEWALKS

11.1 The OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, across the frontage of the SUBJECT PROPERTY along 95th Street and that portion of Trumpet Avenue between 248th Avenue and Tala Lane prior to issuance of the first final occupancy permit for the SUBJECT PROPERTY or April 11, 2020, whichever comes first. Said timeframe may be modified by written approval of the City Engineer.

11.2 The OWNER AND DEVELOPER agrees to install public sidewalk, at the OWNER AND DEVELOPER'S sole cost, along all of the right-of-way internal to the SUBJECT PROPERTY. Said sidewalk shall be installed for each residential lot prior to issuance of a final occupancy permit for said lot. Notwithstanding the foregoing, all internal sidewalk along all of the right-of-way internal to the SUBJECT PROPERTY shall be installed not later than April 11, 2020. Said timeframes may be modified by written agreement of the City Engineer.

SECTION 12. BUILDING PERMIT ISSUANCE

12.1 The OWNER AND DEVELOPER may submit building permit applications to the CITY for master plan approval of each of the unit types contemplated for the

SUBJECT PROPERTY. Master plan approval of unit type shall not relieve OWNER AND DEVELOPER from the obligation, as set forth in the Municipal Code, to submit a separate building permit for each lot prior to the commencement of construction, but shall serve as a mechanism to facilitate prompt and efficient review of individual building permit applications by the CITY.

12.2 To avoid monotony within the Ashwood Crossing Subdivision, single family and duplex residential units within the Ashwood Crossing Subdivision shall be subject to anti-monotony standards as follows:

12.2.1 The OWNER AND DEVELOPER shall comply with the following standards for single family detached units, which are also visually illustrated in **EXHIBIT #8** attached hereto and make a part hereof:

- i. Homes along the same street frontage and immediately adjacent to the Subject Homesite (as shown on Exhibit H) shall not have the same front elevation or the same color exterior siding, and
- ii. Homes along the same street frontage and immediately opposite the Subject Homesite shall not have the same front elevation or the same color siding.

12.2.2 The OWNER AND DEVELOPER shall alternate building elevations for the duplex units in compliance with the Site Diagram and Color Palette in **EXHIBIT #9**, attached hereto and make a part hereof.

12.3 The OWNER and DEVELOPER shall submit, concurrent with the building permit application for any lot on the SUBJECT PROPERTY, an exhibit to evidence compliance with the anti-monotony standards set forth herein.

SECTION 13. REQUIRED LANDSCAPING

13.1 The OWNER AND DEVELOPER agrees to install trees and other landscaping materials on and adjacent to the SUBJECT PROPERTY as depicted on the Final Landscape Plan prepared by the Signature Design Group, dated April 12, 2017, last revised April 25, 2017, attached hereto as **EXHIBIT #10** (hereinafter "Final Landscape Plan"), with the exception of the "Individual Lot Parkway Trees" identified on the Final Landscape Plan which are addressed in Section 13.2 below. The landscaping must be completed to the satisfaction of the City Engineer no later than December 31, 2018. The CITY shall have the right to withhold issuance of any further building and occupancy permits for failure to complete the punch list items by December 31, 2018.

13.2 Prior to issuance of a building permit for each residential lot within the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall pay a fee-in-lieu, consistent with the CITY'S policies, for the CITY to plant parkway trees in front of each lot in compliance with Section 5-10-3:3 of the Naperville Municipal Code, which parkway trees are identified as "Individual Lot Parkway Trees" on the Final Landscape Plan.

SECTION 14. ENGINEERING REVIEW FEES

14.1 The OWNER AND DEVELOPER shall pay the following Engineering Review Fees (1.5% of the approved engineer's cost estimate) prior to recordation of this Agreement and the Final Plat of Subdivision for the SUBJECT PROPERTY:

- i. Wolf's Crossing Road Improvements Engineering Review Fee: \$11,207.89.
This fee has been paid by the OWNER AND DEVELOPER.
- ii. Ashwood Crossing Subdivision Engineering Review Fee: \$42,527.78
- iii. Trumpet Avenue Traffic Signals Engineering Review Fee: \$891.54
- iv. 248th Avenue Left Turn Lane Engineering Review Fee: \$1,645.73

SECTION 15. SURETY

15.1 "Surety" shall be defined as a cash deposit or letter of credit pursuant to such form and from such parties as shall be reasonably approved by the City Attorney. A bond or other appropriate form of security may be used as Surety only with the express agreement of the City Attorney and City Engineer. The Parties hereby agree that OWNER AND DEVELOPER shall submit separate SURETY (as defined in this Section) for each of: (i) the OWNER AND DEVELOPER'S share of the Road Improvements (see Sections 6 and 8), and (ii) all other on-site and off-site improvements related to the development of the SUBJECT PROPERTY, specifically including, but not limited to, soil erosion and sediment control and the improvements specified in Sections 2, 9, 10, 11, 13 of this Agreement (collectively the "Site Improvements"). The Parties further agree that the Road Improvements and the Site Improvements shall be separately permitted by the CITY.

15.2 For purposes of the Site Improvements, OWNER AND DEVELOPER shall submit Surety to the CITY in an amount approved by the CITY ENGINEER based on 110% of the OWNER AND DEVELOPER'S engineer's cost estimate for the Site Improvements and maintenance surety in compliance with the CITY Code. For purposes of the Road Improvements, OWNER AND DEVELOPER shall submit Surety to the CITY in an amount approved by the City Engineer based on 110% of the OWNER AND DEVELOPER'S engineer's cost estimate for the Road Improvements less the CITY's share of the Road Improvements. The Surety shall guarantee the completion of the Road Improvements or Site Improvements, as applicable. No maintenance Surety shall be required for the Wolf's Crossing Road Improvements.

15.3 Notwithstanding the provision of any Surety, until the improvements covered by such Surety have been accepted by the CITY, or approved by the City Engineer, as applicable, the OWNER AND DEVELOPER shall remain obligated for completion of said improvements and/or (at the CITY's sole discretion) to pay any costs for said improvements to the extent that the Surety is not sufficient to pay for them, 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.

SECTION 16. INSURANCE

16.1 The OWNER AND DEVELOPER shall require that, during the course of construction of the Wolf's Crossing Road Improvements, the City of Naperville and its officers, agents, and employees be added as additional insureds on insurance provided for the Road Improvements and for the interim left turn lane described in Section 9.1 hereof. OWNER AND DEVELOPER shall provide the City Attorney with additional insured endorsements to evidence such coverage.

SECTION 17. PRECEDENCE OF AGREEMENTS/BINDING EFFECT

17.1 To the extent there is any inconsistency between the terms or conditions of the provisions of this Agreement and the terms or conditions of the Annexation Agreement for Ashwood Crossing which was recorded and effective on April 11, 2017, the terms and conditions set forth in this Agreement shall prevail. To the extent that provisions in this Agreement and the Annexation Agreement are not inconsistent, they shall be read together.

17.2 This Agreement will be recorded with the office of the Recorder in which the SUBJECT PROPERTY is located. The undersigned acknowledges and agrees that the terms contained herein shall be binding upon and inure to the benefit of the City of Naperville, the OWNER AND DEVELOPER, and the successors, assigns, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER.

The undersigned warrants that it is the OWNER AND DEVELOPER of the SUBJECT PROPERTY, and that it is the duly authorized representative of the OWNER AND DEVELOPER. The undersigned has full power and authority to sign this Agreement and voluntarily agrees to the provisions set forth herein.

EXHIBIT LIST:

1. Statement of General Conditions
2. Age Restriction Covenant
3. Letter from School District #204
4. Park Donation Worksheet
5. Letter from Park District
6. Park Donation Credit Worksheet
7. Plat of Vacation
8. Anti-monotony Diagram for Single Family Units
9. Site Diagram and Color Palette for Duplex Units
10. Final Landscape Plan

~ SIGNATURES ON FOLLOWING PAGE ~

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

CITY OF NAPERVILLE

	Attest
By: _____	By: _____
Steve Chirico Mayor	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, this _____ day of _____, 2017.

Notary Public

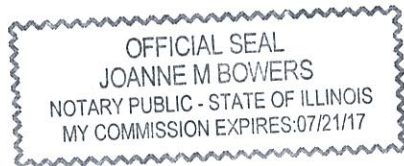
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OWNER AND DEVELOPER:

Pulte Home Company, LLC, a Michigan limited liability company, successor in interest to Pulte Home Corporation, with offices at 1900 E. Golf Road, Suite 300, Schaumburg, IL 60173


[Print Name] GREG A. SALINAS
[Print Title] DIVISION PRESIDENT

The foregoing instrument was acknowledged before me by Greg Salinas, this 31st day of May, 2017.




Notary Public

STATEMENT OF GENERAL CONDITIONS

The following information represents general requirements to be fulfilled by the property OWNER AND DEVELOPER through the development of the SUBJECT PROPERTY, as approved by City Council. This list is not intended to be comprehensive and does not preclude all other requirements as set forth in the Naperville Municipal Code. These requirements are in addition to those that were listed in the Developer's Acknowledgement & Acceptance Letter for your development.

Building Permits: No building permits shall be issued for a particular lot or parcel within the subject property until the Transportation, Engineering, and Development Business Group; Public Utilities Department; and Fire Department have determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

Infrastructure Availability Charges and User Fees: Any OWNER or DEVELOPER requesting connection and service to the City's water or sanitary system shall pay for all infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code, as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.

Facility Installation Charges and User Fees: Any OWNER or DEVELOPER requesting connection and service to the City of Naperville electric system shall pay for all Facility Installation Charges (FIC) and user fees in accordance with Title 8 of the Naperville Municipal Code, as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.

**ASHWOOD CROSSING SUBDIVISION
AGE RESTRICTION COVENANT**

Pursuant to the provisions of Sections S9 and S10 of the Annexation Agreement for Ashwood Crossing approved by City of Naperville Ordinance Number 17-____ and recorded with the Will County Recorder as R_____, the Ashwood Crossing Subdivision, legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto and made part hereof (the "**Subject Property**"), shall be developed by the Developer as an age-restricted, single-family residential community (the "**Community**") as set forth therein and as set forth in this Ashwood Crossing Subdivision Age Restriction Covenant (hereinafter "**Covenant**").

I. HOUSING FOR OLDER PERSONS EXEMPTION

- (a) The Community shall be developed by Pulte Home Company, LLC, ("**Developer**") as an age-restricted, single-family home community in accordance with the Fair Housing Amendments Act of 1988, as amended from time-to-time ("**FHAA**"), including, but not limited to, the provisions of the "Housing for Older Persons Act of 1995" ("**HOPA**"). The Developer of the Community will build homes for sale in the Community for single-family occupancy. Developer will include in its home purchase agreement with all buyers in the Community an Age Verification Addendum, an example of which is attached as **Exhibit C**, to its home purchase agreement to verify the age of the residents in the Community to ensure that the buyers of the homes qualify for the "Housing for Older Persons" Exemption under FHAA.
- (b) The Community will be governed by Covenants, Conditions and Restrictions that will be recorded against the Subject Property prior to the conveyance of the first home in the Community to a home buyer ("**CC&Rs**"). The CC&Rs will provide for the creation of a homeowners association (the "**Association**") to administer the requirements of the CC&Rs and govern the Community. The CC&Rs shall contain rules and regulations for the occupancy of homes in the Community including a requirement that at all times, at least 80% of the homes within the Community shall be occupied by at least one (1) resident who is 55 years of age or older ("**Age-Qualified Occupant**") and prohibit the residency of anyone under the age of twenty-two (22), except as otherwise required by law.
- (c) If an Age-Qualified Occupant's occupancy is terminated for any occupied dwelling unit in the Community, then other occupants of that particular dwelling unit, who are twenty-two (22) years of age or older, may continue to occupy that Dwelling unit provided that the requirements of the Housing for Older Persons Exemption are satisfied, including, but not limited to, the requirement that at least 80% of all of the occupied dwelling units in the Community have at least one occupant who is fifty-five (55) years of age or older.

- (d) The Association shall adopt, implement and enforce rules, regulations and procedures to ensure that at all times the Community shall qualify for the “Housing for Older Persons” exemption under the FHAA, including, without limitation, rules, regulations and procedures to verify such compliance. The Association shall maintain appropriate records evidencing such compliance on an ongoing basis and shall maintain said records (on a rolling basis) for a minimum period of ten (10) years.
- (e) The age-restriction hereby imposed upon the Community shall apply equally to homeowners and lessors. To the extent that the CC&Rs permit a dwelling unit to be leased, the CC&Rs shall require that the owner of the unit include notice of the age restriction and requirements of this Covenant in any lease for the property. The CC&Rs shall also provide that the owner of any dwelling unit within the Community shall be jointly and severally liable for damages under this Covenant for any violation thereof.

II. PROHIBITION OF PERSONS UNDER THE AGE OF 22 AND PROHIBITION OF ANY SCHOOL ENROLLMENT FROM THE COMMUNITY

- (a) **RESTRICTION/PENALTY.** No person under the age of twenty-two (22) years, except as otherwise required by law, shall be a resident (as the term is defined below) of any dwelling unit in the Community. As a condition to the City of Naperville’s annexation and zoning of the Subject Property, no resident, occupant or owner of any dwelling unit shall enroll, attempt to enroll, or assist in any way in enrolling in the Indian Prairie Community Unit School District No. 204 (“**School District**”) at any time. The provisions of this Covenant shall not prohibit any resident, occupant or owner from enrolling in non-credit, enrichment, adult education classes offered by the School District.

In the event that any resident, occupant, or owner of any dwelling unit in the Community enrolls, attempts to enroll, or assists in any way in enrolling any person under the age of twenty-two (22) in any school within the School District (“**Student Generator**”), then said Student Generator shall be liable (i) to the School District for the cost of educating any child or children so enrolled by the Student Generator from the Community in an amount determined in accordance with Section 10-20.12a of the Illinois School Code (105 ILCS 5/10-20.12a) as amended from time to time; (ii) to pay the School District a fine in the amount of three times the cost of educating any child or children enrolled as provided in (i) above or \$50,000, whichever is greater; and (iii) for all reasonable costs of any enforcement action taken by the Association, School District, or City, including but not limited to pre-litigation expenses, litigation expenses, title reports and attorneys’ fees and costs (whether in-house or outside counsel) incurred as a result of such enforcement.

Any costs and fines not paid in full by the Student Generator as provided herein, plus Six Percent (6%) Interest thereon, may be recorded by the School District as a lien against the dwelling unit(s) of the Student Generator in addition to any other remedies available at law or in equity.

Nothing contained herein shall be construed as prohibiting a person under the age of twenty-two (22) years from being a guest of a resident in the Community during the calendar year provided, however, any guest of a resident who is under the age of twenty-two (22) shall visit for no more than thirty (30) days during the period from August 15 through June 15, inclusive, no more than fourteen (14) of which days are consecutive.

- (b) **ASSOCIATION’S RIGHTS, OBLIGATIONS AND DUTIES.** It shall be the right, obligation and duty of the Association to enforce the restrictions contained in this Covenant in a proactive and diligent manner. The Association shall adopt, implement and enforce rules, regulations and procedures to ensure that at all times the restrictions contained herein are followed.

At any time, the Association may request any owner or lessor of a dwelling unit in the Community verify the ages of all persons residing in the applicable dwelling unit. Additionally, the Association shall ensure that each person purchasing a dwelling unit in the Community receive a copy of this Covenant and a copy of the CC&Rs for the Community.

- (c) **ASSOCIATION’S FAILURE TO ENFORCE OR COOPERATE.** At all times, the Association shall have an obligation to cooperate with the School District and the City in enforcement efforts pursuant to this Covenant. Such cooperation shall include, but not be limited to: (i) requiring the owner or lessor of a dwelling unit to complete an Age Verification Addendum; and (ii) providing copies of all other records in the Association’s possession or control regarding the ages of persons residing in any occupied dwelling unit in the Community.
- (d) **INVESTIGATIONS.** The Association, the School District and the City shall each have the right to investigate any suspected violations of this Covenant, and the Association will cooperate with all investigations undertaken by the School District or the City as provided herein. If an investigation conducted by the School District or the City reveals that the Covenant has been violated by any owner or lessor of any dwelling unit in the Community by enrolling or attempting to enroll any person under the age of twenty-two (22) in any school within the School District, the School District or the City, as the case may be, shall notify the Association in writing, and within ninety (90) days of the Association’s receipt of such written notification, the Association shall assess a penalty in the amount set forth above and file and enforce a lien against the dwelling unit for the restriction/penalty set forth above accordance with the terms and conditions of the CC&Rs. The Association shall, upon collection of any penalty assessed on behalf

of the School District or the City, promptly remit payment of same to the School District or the City, as may be applicable.

- (e) **SCHOOL BOARD AND CITY'S RIGHT TO ENFORCE.** The School District and the City are hereby given the right to enforce the restrictions set forth in this Covenant by any proceeding at law or in equity against any owner or tenant of any dwelling unit in the Community determined or suspected by the School District or the City of enrolling or attempting to enroll any person under the age of twenty-two (22) in the schools of the School District. The School District's and the City's rights to enforce this Covenant, however, shall not be construed as a limitation or restriction of the Association's duty and obligation to enforce this Covenant proactively and diligently as set forth herein. The Association's right of enforcement, and the rights of the School District and the City to enforce this Covenant, are not cumulative. Upon the commencement of an enforcement proceeding hereunder by any one of them, the other entity shall no longer have the right to commence another proceeding against the Student Generator for the same enrollment, or attempted enrollment, event. Provided that, should the association commence but, in the judgment of the School District or the City, abandon or fail to adequately pursue such enforcement action, the School District or the City may take action for the same enrollment event.

III. COVENANT RUNS WITH THE LAND

The impositions, obligations and restrictions set forth in this Covenant shall be covenants running with the land and inuring to the benefit of the City of Naperville and Indian Prairie Community Unit School District No. 204 and their respective successors and assigns.

IV. REQUIREMENTS FOR ANY MODIFICATION OF THIS COVENANT

- (a) The provisions of this Covenant shall survive the expiration of the Annexation Agreement for Ashwood Crossing and may only be modified by the concurrence of all of the following: i) one hundred percent (100%) of the then current owners of property within the Community, ii) a two-thirds (2/3) majority vote of the corporate authorities then holding office with the City Council of the City of Naperville, as a major change to the PUD or other appropriate action and iii) a two-thirds (2/3) majority vote of the School Board of Indian Prairie Community Unit School District No. 204, or their respective successors or assigns. **The approval of any modification that results in the generation of students from the Ashwood Crossing Subdivision must be conditioned upon the payment of a full school donation fee for the Ashwood Crossing Subdivision in accordance with the applicable Naperville Municipal Code provisions in effect at the time, unless the School Board approves a Resolution that accepts less than a full fee.**

- (b) In the event that any provision of this Covenant is deemed to be unenforceable, such provision shall be deemed stricken, and 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.

V. GENERAL PROVISIONS

- (a) **GOVERNING LAW AND VENUE.** This Covenant will be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law provisions. Venue for all disputes involving this Covenant shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. For the purposes of determining whether a person is a resident of the Community or general residency requirements, the term “Resident” and the conditions of residency shall have the same meaning as that term is defined in Section 10-20.12b of the Illinois School Code (105 ILCS 5/10-20.12b) and as established case law in the State of Illinois promulgated thereunder, relating to the enrollment of pupils in the public schools.
- (b) **SEVERABILITY.** If any provision of this Covenant is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under law. All other provisions of this Covenant shall remain in full force and effect.
- (c) **PAYMENT OF COSTS/FINES.** When any provision herein calls for a payment to be made for any reason, including but not limited to attorneys’ fees, such payment shall be made within thirty (30) days of receipt of an invoice therefor. In the event that such payment is not made in full on a timely basis, the School District or the City, as applicable, may take any action at law or in equity as it deems fit and in addition to such remedies record and enforce a lien against any dwelling unit where a violation of this Covenant has been determined to have occurred.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, Pulte Home Company, LLC, has caused this Covenant to be executed by its legally authorized members, whose signatures are hereunto subscribed on this ____ day of _____, 2017.

Pulte Home Company, LLC,
A Michigan limited liability company

By: _____
Name: _____
Title: _____

State of Illinois)
)
County of _____)

The foregoing instrument was acknowledged before me by _____,
_____, as _____, this _____
day of _____, 2017.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Insert Lot & Block Description post recordation of Final Plat of Subdivision.

EXHIBIT B

DEPICTION OF SUBJECT PROPERTY

Insert recorded copy of Final Plat of Subdivision

FRANCZEK RADELET

ATTORNEYS & COUNSELORS

300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

T: 312.986.0300 | F: 312.986.9192 | WWW.FRANCZEK.COM

ARES G. DALIANIS

312.786.6163

agd@franczek.com

May 17, 2017

VIA ELECTRONIC MAIL

Ms. Patricia Lord
Senior Assistant City Attorney
City of Naperville Law Dept.
400 S. Eagle St.
Naperville, IL 60540

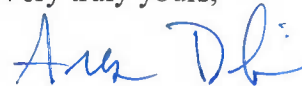
Re: Ashwood Crossing Age Restriction Covenant

Dear Pat:

I am writing to inform you that the Age Restriction Covenant negotiated with counsel for Pulte Homes is acceptable to Indian Prairie School District 204 in relation to the Ashwood Crossing Development. I have attached a copy of the final version of the Covenant.

Please let me know if you need anything further from me or District 204.

Very truly yours,



Ares G. Dalianis

AGD:mes

Enclosure

cc: Jay Strang – Indian Prairie School District 204
Russell Whitaker – Attorney for Pulte Homes

Park Donation Work Sheet

Name of Subdivision Ashwood Crossing Park Donation Worksheet

Park Donation = Land Cash
 1.5944 \$515,947.84 \$5,009.20
 =Round((Total People Produced x 0.0086),4) = Land Donation x \$323,600.00

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.127	0.000	0.102	0.000	0.000	1.779
3-bedroom	0.244	0.000	0.179	0.000	0.000	1.892
4-bedroom	0.348	0.000	0.235	0.000	0.000	2.116
5-bedroom	0.333	0.000	0.262	0.000	0.000	2.344
Attached						
Single-Family						
1-Bedroom						0.000
2-Bedroom	0.072	0.000	0.044	0.000	0.000	1.610
3-Bedroom	0.157	0.000	0.060	0.000	0.000	1.746
4-Bedroom	0.217	0.000	0.154	0.000	0.000	2.127
Apartments						
103 Efficiency					1.800	185.400
1-Bedroom	0.015	0.000	0.013	0.000	0.000	1.691
2-Bedroom	0.037	0.000	0.028	0.000	0.000	1.748
3-Bedroom	0.037	0.000	0.091	0.000	0.000	2.330
People Produced	0.000	0.000	0.000	0.000	0.000	185.400

EXHIBIT #4



320 W. Jackson Ave., Naperville, IL 60540 • 630-848-5000 • Fax 630-848-5001 • napervilleparks.org

January 13, 2017

Mayor Steve Chirico and City Council
City of Naperville
400 S Eagle Street
Naperville, IL 60540

Re: Ashwood Crossing Park Donation

Mayor Chirico and Council Members:

The Park District is providing this letter to support the Developer's request for use of an alternative method of calculation for the donation to the park district required under Municipal Ordinance 7-3-5 for an age restricted community of persons 55+.

Previously, the Park District supported an alternative calculation for the Carillon Club because (like Ashwood Crossing) the development was restricted to persons age 55+. A 2005 memorandum from Margo Ely to City Council (enclosed) sets forth the agreement of the Park District and the developer of the Carillon Club to an alternative calculation premised upon a population generation of 1.8 persons per unit. The Park District believes this figure is appropriate for use for Ashwood Crossing as well. A draft population generation table is included for reference.

Please advise if you have any questions. As always, thank you for your continued support of this ordinance to serve the immediate and future park and recreation needs of Naperville residents.

Sincerely,

NAPERVILLE PARK DISTRICT

Rich Janor, President, Park Board of Commissioners

Cc: Park Board of Commissioners
Ray McGury, Executive Director
Derke Price, Legal Counsel

Enc.: Memorandum from Margo Ely to City Council
Draft Population Generation Table



PLAT OF VACATION

OF PART OF PUBLIC RIGHT OF WAY

WOLF'S CROSSING ROAD, NAPERVILLE, IL

PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS



SITE LOCATION

VICINITY MAP

LINE	RECORD BEARING	MEASURED LENGTH	RECORD BEARING	MEASURED LENGTH
L1	S 01°39'07" E	208.22'	S 01°39'07" E	208.22'
L2	S 01°39'07" E	73.56'	S 01°39'07" E	73.56'
L3	S 01°39'07" E	83.80'	S 01°39'07" E	83.80'
L4	S 01°39'07" E	171.13'	S 01°39'07" E	171.13'
L5	S 43°35'32" W	130.86'	S 43°35'32" W	130.86'
L6	N 66°41'51" E	130.86'	N 66°41'51" E	130.86'
L7	N 01°54'20" W	22.97'	N 01°54'20" W	22.97'

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH
C1	1,987.00'	N 01°39'07" E	208.22'	1°39'07"	208.22'
C2	2,033.00'	N 01°39'07" E	208.22'	1°39'07"	208.22'
C3	710.00'	N 63°39'28" W	54.66'	63°39'28"	54.66'

EXHIBIT #7

WILL COUNTY RECORDER'S CERTIFICATE
 (STATE OF ILLINOIS) SS.
 COUNTY OF WILL) SS.
 THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS
 ON THE _____ DAY OF _____, A.D., 20____
 AT _____ O'CLOCK _____ M.
 RECORDER OF DEEDS _____

CITY COUNCIL CERTIFICATE
 (GRANTOR)
 STATE OF ILLINOIS) SS.
 COUNTY OF DUPAGE) SS.
 VACATION OF THAT PART OF THE PUBLIC ROAD RIGHT OF WAY SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL AT A MEETING HELD
 THE _____ DAY OF _____, A.D., 20____
 BY: _____ MAYOR CITY CLERK
 _____ ATTEST: _____

PARCEL DESCRIPTION
 THAT PART OF WOLF'S CROSSING ROAD IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE WESTERLY CORNER OF SAID SECTION 8, AS SHOWN AND DESCRIBED HEREON AND IDENTIFIED BY THE METEER'S BEARING AND DISTANCE PER DOCUMENT R2014-079455, EXCEPTING THEREFROM THAT PART OF SAID SECTION 8, IN WILL COUNTY, ILLINOIS, WHICH DOES EXCEPTING THEREFROM THE WEST HALF THEREOF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8, IN WILL COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS) SS.
 COUNTY OF DUPAGE) SS.
 I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF RECORD FOR THE ABOVE DESCRIBED VACATION AND UNDER MY DIRECTION, ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
 GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20____

PETER A. BLAESER
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 NO. 2077
 MY REGISTRATION EXPIRES ON NOVEMBER 30, 2018
 PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-009297
 EXPIRES APRIL 30, 2017

THIS PLAT WAS SUBMITTED FOR RECORDING BY
 NAME: NAPERVILLE CITY CLERK
 ADDRESS: 100 N. WOLF STREET
 NAPERVILLE, ILLINOIS

SCALE: 1 INCH = 100 FEET

ASSUMED MERIDIAN

LINE/SYMBOL LEGEND

- RIGHTS OF WAY VACATION
- ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Gray Line)
- QUARTER SECTION LINE (Thin Dashed Line)
- SECTION LINE (Thin Dashed Line)
- EASEMENT RESERVATION LINE (Dashed Line)
- EXISTING NAPERVILLE CORPORATE LIMITS

RIGHT OF WAY HEREBY VACATED AND EASEMENT RIGHTS HEREBY RELEASED AND TERMINATED (GROSS IN-ROAD AREA) IS SHOWN WITH HATCHING BUT NOT INCLUDED IN THE VACATION AND EASEMENT RELEASE.

AREA SUMMARY
 111.722± SQ. FT. (2.555± ACRES)

SUBDIVISION

TALLGRASS
 OWNER: KARIKAR SUKHA SINGH
 ENR: 07-01-09-101-003

OWNER: VICTORIA CHEN
 ENR: 07-01-09-101-036

OWNER: KOSTAS M. & ANTONIA M. KOSTAS
 ENR: 07-01-09-101-020

OWNER: MELBURN WILSON, JR.
 ENR: 07-01-09-101-052

OWNER: KARIKAR SUKHA SINGH
 ENR: 07-01-09-101-003

OWNER: VICTORIA CHEN
 ENR: 07-01-09-101-036

OWNER: KOSTAS M. & ANTONIA M. KOSTAS
 ENR: 07-01-09-101-020

OWNER: MELBURN WILSON, JR.
 ENR: 07-01-09-101-052

OWNER: ANTONIO MANNINGAS
 ENR: 07-01-09-101-006

OWNER: SHANE S. PATEL
 ENR: 07-01-09-101-007

PREPARED FOR:

CITY OF NAPERVILLE
 400 E. EAGLE STREET
 NAPERVILLE, IL

PREPARED BY:

CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 6552 - 9875 FH, SCHAUMBURG, IL 60195
 E-Mail: codd@cemcon.com Website: www.cemcon.com

COMPLETION DATE: 9/20/16 / JOB NO.: 402.051
 REVISIONS:
 REVISED 11-01-16 AB PER COMMENT LETTER DATED 10-27-16
 REVISED 12-21-16 AB PER COMMENT LETTER DATED 11-20-16
 REVISED 01-05-17 AB PER COMMENT LETTER DATED 01-03-17
 REVISED 02-09-17 AB PER COMMENT LETTER DATED 02-09-17
 REVISED 02-13-17 AB PER COMMENT LETTER DATED 02-13-17
 REVISED 02-15-17 AB PER COMMENT LETTER DATED 02-15-17

SURVEYOR'S NOTES

- VACATED RIGHT OF WAY PARCEL TO VEST IN PUITE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY (DEVELOPER AND OWNER OF FUTURE ASHWOOD CROSSING SUBDIVISION).
- THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SECTION 8-37-9.
- DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
- MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 6552 - 9875 FH, SCHAUMBURG, IL 60195
 E-Mail: codd@cemcon.com Website: www.cemcon.com

PLAT OF VACATION
 CITY PROJECT NUMBER 16-10006141
 SHEET 1 OF 2

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**ILLINOIS BELL TELEPHONE COMPANY,
DBA AT&T ILLINOIS CERTIFICATE**

STATE OF ILLINOIS) SS.
 COUNTY OF DUPAGE)
 VACATION OF THAT PART OF THE PUBLIC ROAD RIGHT OF WAY SHOWN AND
 DESCRIBED HEREON APPROVED AND ACCEPTED
 THIS _____ DAY OF _____ A.D., 20____

BY: _____
 TITLE: _____

COMED CERTIFICATE

STATE OF ILLINOIS) SS.
 COUNTY OF DUPAGE)
 VACATION OF THAT PART OF THE PUBLIC ROAD RIGHT OF WAY SHOWN AND
 DESCRIBED HEREON APPROVED AND ACCEPTED
 THIS _____ DAY OF _____ A.D., 20____

BY: _____
 TITLE: _____

WIDEPEN WEST ILLINOIS, LLC CERTIFICATE

STATE OF ILLINOIS) SS.
 COUNTY OF DUPAGE)
 VACATION OF THAT PART OF THE PUBLIC ROAD RIGHT OF WAY SHOWN AND
 DESCRIBED HEREON APPROVED AND ACCEPTED
 THIS _____ DAY OF _____ A.D., 20____

BY: _____
 TITLE: _____

NICOR GAS COMPANY CERTIFICATE

STATE OF ILLINOIS) SS.
 COUNTY OF DUPAGE)
 VACATION OF THAT PART OF THE PUBLIC ROAD RIGHT OF WAY SHOWN AND
 DESCRIBED HEREON APPROVED AND ACCEPTED
 THIS _____ DAY OF _____ A.D., 20____

BY: _____
 TITLE: _____

COMCAST CERTIFICATE

STATE OF ILLINOIS) SS.
 COUNTY OF DUPAGE)
 VACATION OF THAT PART OF THE PUBLIC ROAD RIGHT OF WAY SHOWN AND
 DESCRIBED HEREON APPROVED AND ACCEPTED
 THIS _____ DAY OF _____ A.D., 20____

BY: _____
 TITLE: _____

**NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES -
ELECTRIC DIVISION CERTIFICATE**

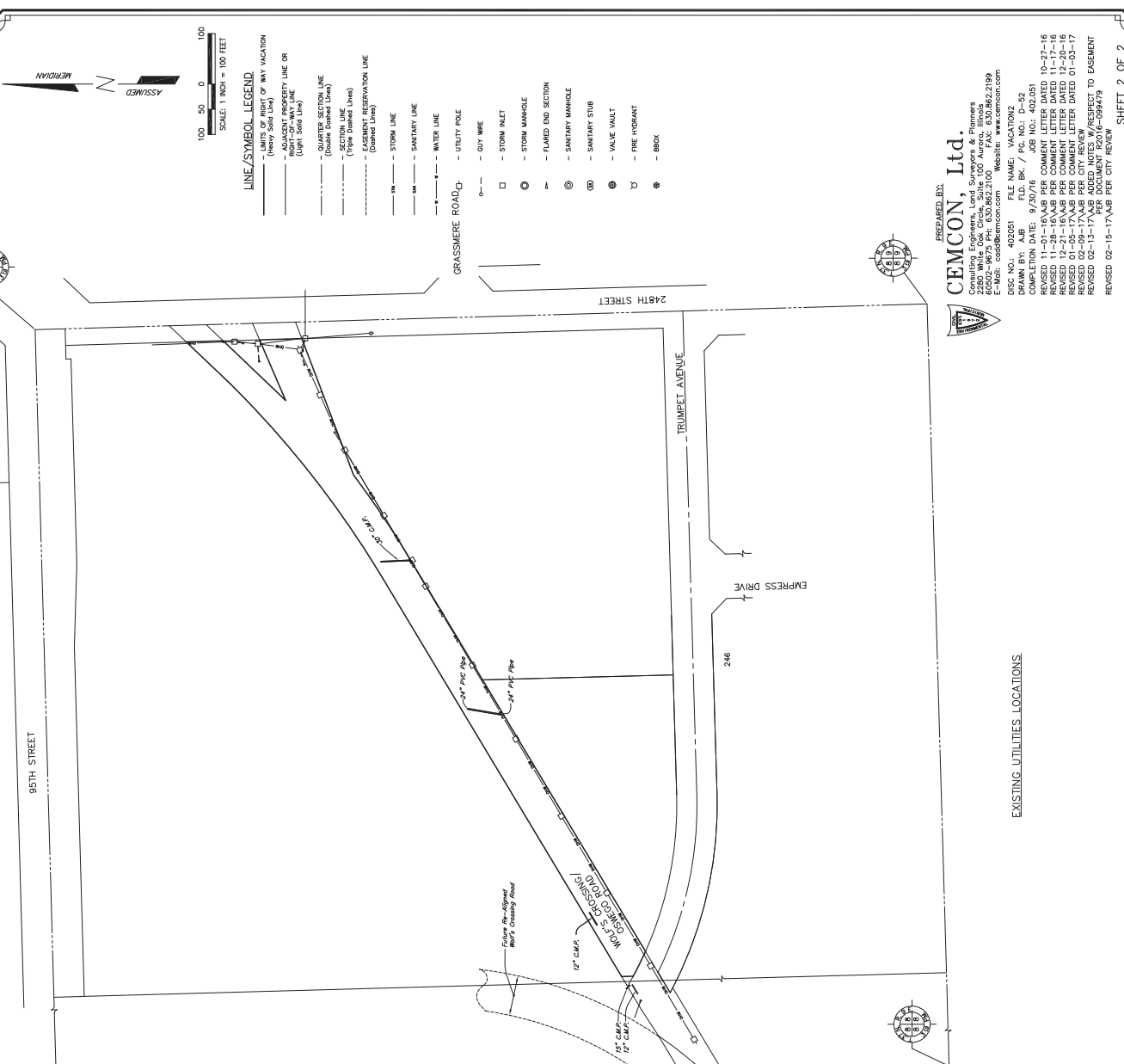
STATE OF ILLINOIS) SS.
 COUNTY OF DUPAGE)
 VACATION OF THAT PART OF THE PUBLIC ROAD RIGHT OF WAY SHOWN AND
 DESCRIBED HEREON APPROVED AND ACCEPTED
 THIS _____ DAY OF _____ A.D., 20____

BY: _____
 TITLE: _____

**NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES -
WATER AND WASTEWATER**

STATE OF ILLINOIS) SS.
 COUNTY OF DUPAGE)
 VACATION OF THAT PART OF THE PUBLIC ROAD RIGHT OF WAY SHOWN AND
 DESCRIBED HEREON APPROVED AND ACCEPTED
 THIS _____ DAY OF _____ A.D., 20____

BY: _____
 TITLE: _____



LINE/SYMBOL LEGEND

- _____ RIGHT-OF-WAY LINE (Heavy Solid Line)
- _____ ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)
- _____ QUARTER SECTION LINE (Dashed Line)
- _____ SECTION LINE (Thin Dashed Line)
- _____ EASEMENT RESERVATION LINE (Dotted Line)
- _____ STORM LINE
- _____ SANITARY LINE
- _____ WATER LINE
- _____ UTILITY POLE
- _____ CITY WIRE
- _____ STORM INLET
- _____ STORM MANHOLE
- _____ FLARED END SECTION
- _____ SANITARY MANHOLE
- _____ SANITARY STUB
- _____ VALVE VAULT
- _____ FIRE HYDRANT
- _____ BOX

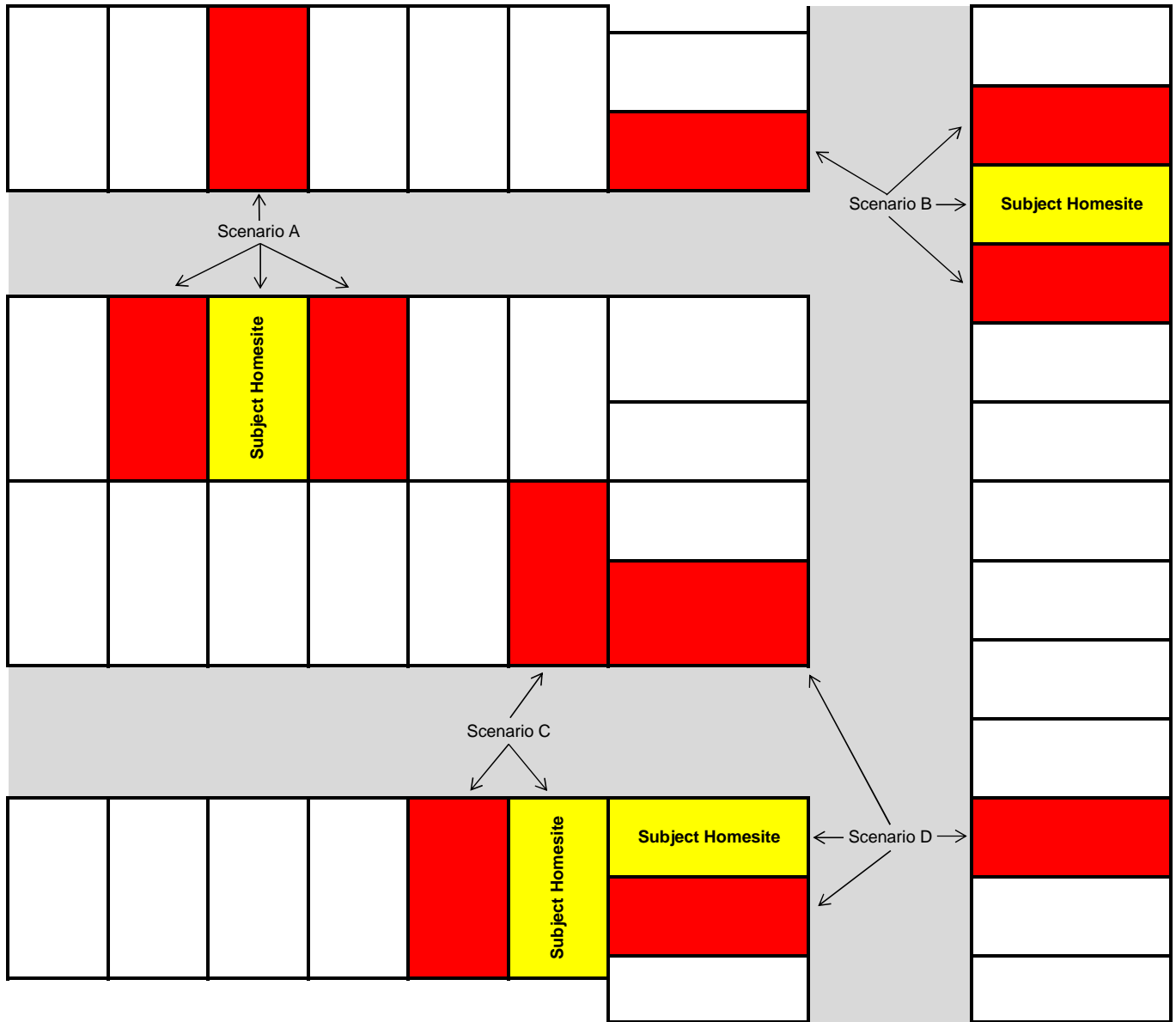
GRASSMERE ROAD

- - UTILITY POLE
- - CITY WIRE
- - STORM INLET
- - STORM MANHOLE
- - FLARED END SECTION
- - SANITARY MANHOLE
- - SANITARY STUB
- - VALVE VAULT
- - FIRE HYDRANT
- - BOX

CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100, Aurora, Illinois 61701
 Tel: 630-219-1100 Fax: 630-219-1101
 E-Mail: cee@cemcon.com Website: www.cemcon.com

DISC NO.: 402051 FILE NAME: VACATION2
 DRAWN BY: AAB F.L.D. BK. / PC. NO.: D-32
 COMPLETION DATE: 9/20/16 JOB NO.: 402051
 REVISION 02-09-17 A/B PER COMMENT LETTER DATED 10-27-16
 REVISION 11-28-16 A/B PER COMMENT LETTER DATED 11-17-16
 REVISION 12-21-16 A/B PER COMMENT LETTER DATED 12-20-16
 REVISION 02-09-17 A/B PER COMMENT LETTER DATED 01-03-17
 REVISION 02-13-17 A/B ADD NOTES W/RESPECT TO EASEMENT
 REVISION 02-15-17 A/B PER CITY REVIEW 02-09-17
 SHEET 2 OF 2

Single Family Anti-Monotony Standard





Exterior Color Collections

Illinois Division

February 6, 2017
Siding - White Trim

Scheme #33

Shingle Roofing
Tamko
Dimensional
Weathered Wood

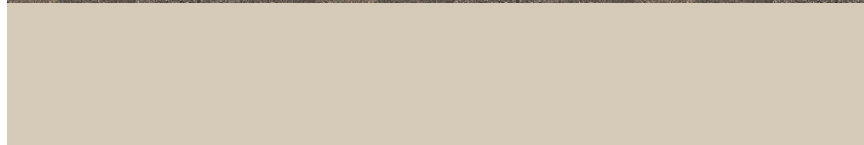


Shingle Roofing
Tamko
3-Tab Weathered
Wood



Metal Roof
Mastic Metals
Terra Bronze

Shake/Board &
Batten Siding
Monterey Sand



Horizontal Siding
English Saddle
(Premium)



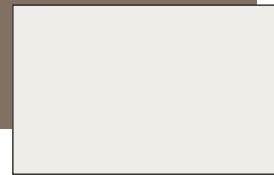
Shutters
Federal Brown



Entry Door
French Roast
SW6069

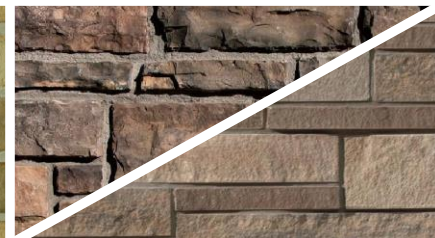
Windows
White

Vinyl Trim
Glacier White



Garage Doors &
Painted Trim
Pure White
SW7005

Brick Veneer
Brick Craft
Signature
Blend



Manufactured Stone
Coronado Stone
Country Rubble
Dakota Brown

Stone Veneer
Arriscraft
Shadow Stone
Jasper



Color selections created by:
Main Street Designs of Georgia, LLC
www.MainStreetDesignsLLC.com



Exterior Color Collections

Illinois Division

February 6, 2017
Siding - White Trim

Scheme #47

Shingle Roofing
Tamko
Dimensional
Rustic Black



Shingle Roofing
Tamko
3-Tab
Rustic Black

Metal Roof
Mastic Metals
Terra Bronze

Shake/Board &
Batten Siding
Glacier White

Horizontal Siding
Storm
(Premium)



Shutters
Black

Entry Door
Tricorn Black
SW6258

Windows
White

Garage Doors &
Painted Trim
Pure White
SW7005

Vinyl Trim
Glacier White

Brick Veneer
Brick Craft
Country Road



Manufactured Stone
Coronado Stone
Country Rubble
Dakota Brown

Stone Veneer
Arriscraft
Laurier
Oakwood



Color selections created by:
Main Street Designs of Georgia, LLC
www.MainStreetDesignsLLC.com



Exterior Color Collections

Illinois Division

February 6, 2017
Siding - White Trim

Scheme #48

<p>Shingle Roofing Tamko Dimensional <i>Weathered Wood</i></p>		<p>Metal Roof Mastic Metals <i>Terra Bronze</i></p>
<p>Shingle Roofing Tamko 3-Tab <i>Weathered Wood</i></p>		<p>Shake/Board & Batten Siding <i>Natural Linen</i></p>
<p>Horizontal Siding <i>Canyon Drift (Premium)</i></p>		<p>Entry Door <i>Maison Blanche</i> SW7526</p>
<p>Shutters <i>Musket Brown</i></p>		<p>Garage Doors & Painted Trim <i>Pure White</i> SW7005</p>
<p>Windows <i>White</i></p>		<p>Manufactured Stone Coronado Stone <i>Tuscan Villa</i> <i>Romano</i></p>
<p>Vinyl Trim <i>Glacier White</i></p>		<p>Stone Veneer Arriscraft <i>Citadel</i> <i>Algonquin</i></p>
<p>Brick Veneer Brick Craft <i>Cedar Creek</i></p>		



Color selections created by:
Main Street Designs of Georgia, LLC
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**Final
Landscape Development Plans**



4.25.2017 - Per City Review Comments
dated 4.12.2017

ASHWOOD CROSSING

NAPERVILLE, ILLINOIS

EXHIBIT #10

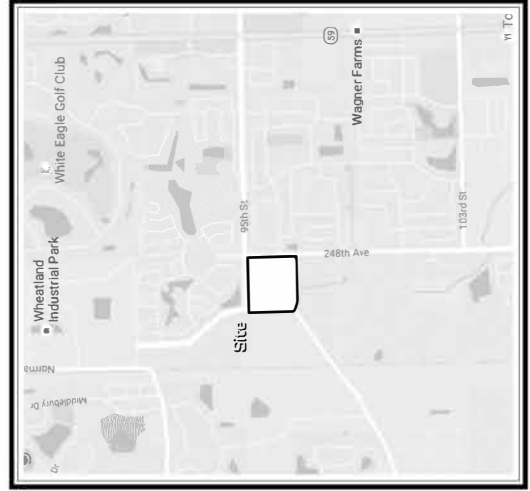
City of Naperville Project No. 17-10000029



DEVELOPER:
1900 E. Golf Road - Suite 300
Schaumburg, Illinois 60173
(847) 230.5331 voice

ENGINEER:
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Aurora, Illinois 60502
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Project Manager: Chris Morgart, P.E.

LANDSCAPE ARCHITECT:
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132 N. Washington Street
Naperville, Illinois 60540
(630) 305.3980 Fax: (630) 305.3994
Project Manager: Greg G. Sagen, RLA



LOCATION MAP

INDEX OF DRAWINGS

- L.100 Overall Landscape Plan
- L.101 Landscape Plan - North
- L.102 Landscape Plan - South
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- L.107 General Landscape Specifications
- L.108 Construction Details
- L.109 Construction Details
- L.110 Construction Details
- TS.101 Existing Tree Survey
- TS.102 Tree Inventory Data

Key #	Botanical Name	Common Name	DBH	Condition	S/R	Remarks
101	Picea pungens g.	Blue Spruce	17	2	R	
102	Pinus sylvestris	Scotch Pine	14	4	R	topped
103	Acer saccharinum	Silver Maple	22	2	R	
104	Malus sp.	Crabapple	14	5	R	topped
105	Acer saccharinum	Silver Maple	28	2	R	
106	Acer saccharum	Sugar Maple	10	1	R	Key Tree
107	Fraxinus sp.	Ash	24	5	R	dead
108	Platanus occidentalis	Sycamore	22	2	R	
109	Morus alba	Mulberry	M/S	2	R	
110	Pinus strobus	White Pine	7	2	R	
111	Pinus strobus	White Pine	M/S	3	R	Fork @ 18"
112	Pinus nigra	Austrian Pine	17	4	R	
113	Pinus nigra	Austrian Pine	20	3	R	
114	Pinus strobus	White Pine	9	4	R	
115	Pinus strobus	White Pine	6	4	R	
116	Picea glauca	Black Hills Spruce	12	2	R	
117	Pinus strobus	White Pine	10	3	R	
118	Pinus strobus	White Pine	10	3	R	
119	Acer platanoides	Norway Maple	9	2	R	
120	Pinus strobus	White Pine	10	3	R	
121	Morus alba	Mulberry	24	3	R	
122	Pinus nigra	Austrian Pine	16	4	R	
123	Betula nigra	River Birch	M/S	5	R	
124	Fraxinus sp.	Ash	15	3	R	
125	Acer platanoides	Norway Maple	17	3	R	
126	Acer rubrum	Red Maple	15	2	R	
127	Liriodendron tulipifera	Tuliptree	19	2	R	Key Tree
128	Picea pungens	Colorado Spruce	12	4	R	
129	Picea pungens g.	Blue Spruce	20	4	R	
130	Picea pungens g.	Blue Spruce	15	2	R	
131	Picea pungens g.	Blue Spruce	21	4	R	topped
132	Quercus palustris	Pin oak	26	1	S	Key Tree
133	Quercus bicolor	Swamp White Oak	24	2	R	Key Tree
134	Acer x freemanii	Autumn Blaze Maple	4	3	S	95th Parkway
135	Acer x freemanii	Autumn Blaze Maple	6	3	S	95th Parkway
136	Acer x freemanii	Autumn Blaze Maple	4	4	S	95th Parkway
137	Acer x freemanii	Autumn Blaze Maple	5	4	S	95th Parkway
138	Acer x freemanii	Autumn Blaze Maple	5	3	S	95th Parkway
139	Acer rubrum	Red Maple	3	4	S	95th Parkway
140	Acer x freemanii	Autumn Blaze Maple	5	4	S	95th Parkway
141	Acer x freemanii	Autumn Blaze Maple	4	3	S	95th Parkway
142	Acer x freemanii	Autumn Blaze Maple	5	2	S	95th Parkway
143	Acer x freemanii	Autumn Blaze Maple	6	2	S	95th Parkway
144	Acer x freemanii	Autumn Blaze Maple	5	3	S	95th Parkway
145	Acer x freemanii	Autumn Blaze Maple	5	2	S	95th Parkway
146	Acer saccharinum	Silver Maple	19	2	R	
147	Pyrus calleryana	Pear	M/S	2	R	

EXHIBIT #10

Project:

Ashwood Crossing

Naperville, Illinois

sheet description:

Existing Tree Inventory

owner:

Pulte Homes
1900 E. Golf Road - Suite 300
Schaumburg, IL 60173



Scale: _____

North:

revisions: **15 March 2017**
original issue date:

checked by: _____
project no.: **28029**
sheet no.: _____

Condition Rating Key:

Rating	Description	General Criteria
1	Excellent	The tree is typical of the species, has less than 10% deadwood in the crown that is attributable to normal causes, has no other observed problems, and requires no remedial action
2	Good	The tree is typical of the species and / or has less than 20% deadwood in the crown, only 1 or 2 minor problems that are easily corrected with normal care.
3	Fair	The tree is typical of the species and / or has less than 40% deadwood in the crown, only 1 or 2 minor problems that are not immediately lethal to the tree and no significant decay or structural problems, but the tree must have remedial care above normal care in order to minimize the impact of future stress and to ensure continued health.
4	Poor	The tree is not typical of the species and / or has over 50% deadwood in the crown, major decay or structural problems, is hazardous or is severely infested with insects, diseases, or other problems that even if aggressively corrected would not result in the long term survival of the tree.
5	Dead	Less than 10% of the tree shows signs of life

Status Key:

S - Save - To Be Preserved
R - Remove