

Agenda Item: Consideration – Proposed Development within the Cider Grove Subdivision, Unit 2 and Lots 1-4 and 6 of Unit 1 (the “Property”), Including:

- i. Consideration – A Resolution Approving and Authorizing the Execution of a Development Agreement for a Phased Residential Development (Cider Grove Residential Subdivision – Unit 2 and Lots 1-4 & 6 of Unit 1)**
- ii. Consideration – A Resolution Approving and Authorizing the Execution of a First Amendment to the Annexation Agreement Relating to the Cider Grove Subdivision**
- iii. Consideration – An Ordinance Amending a Special Use Permit for a Planned Unit Development in the RE-1 PUD District and Granting Amended Preliminary and Subdivision Approvals for a Phased Residential Development (Cider Grove Residential Subdivision – Unit 2 and Lots 1-4 & 6 of Unit 1)**

Petitioner: Co-Petitioners, namely D.R. Horton, Inc. Midwest and S&E Investment, LLC - Series 7

Department: Development Services - Planning and Zoning Division

Introduction

The ±162-acre Cider Grove subdivision was annexed and zoned in 2005 for 290 single family homes. In the years following, the southern 82.5 acres of the subdivision (Unit 1) was developed by Town and Country Homes/K. Hovnanian Homes with 152 lots upon which 147 homes were constructed (5 vacant lots remain on Hopkins Street). The northern 79.5 acres of the subdivision (Unit 2) was planned for 138 single-family homes, but never constructed. D.R. Horton, as the contractor purchaser, is now requesting approval to develop the remaining ±79.5 acres (Unit 2) of the Cider Grove subdivision with 180 single-family homes on lot sizes of no less than 8,450 square feet.

Annexation Agreement Amendment and Development Agreement

The Cider Grove subdivision was annexed by the Village in 2005 and is subject to an annexation agreement (Ordinance (O)2005-01.09) which provides development parameters for the 162-acre property. The Annexation Agreement approved a total 290 units/lots of which 147 were constructed by Town and Country Homes/K. Hovnanian Homes in Unit 1 of the development, leaving 138 units/lots to be developed in later phases (five vacant lots also remain in Unit 1). The minimum lot size was 12,600 square feet and homes sizes originally approved in Unit 1 ranged from 2,396 – 4,321 square feet.

The annexation agreement, which covers both Unit 1 and 2 of Cider Grove, is set to expire on January 27, 2025. The proposed annexation agreement amendment would terminate the original agreement with respect to the Unit 2 property and the five lots on Hopkins Street and subsequently replace it with a development agreement. The development agreement will address many of the same development related matters as the original annexation agreement and would be valid for a term of twenty (20) years.

In terminating the annexation agreement and creating the development agreement, D.R. Horton is requesting to increase the number of lots/units from 138 to 180 (an increase of 42 lots/units), reduce

the lot size from 12,600 square feet to 8,450 square feet for the northern lots (the 35 lots adjacent to the existing portion of Cider Grove will remain 12,600 sq. ft.).

Preliminary Planned Unit Development and Preliminary Plat of Subdivision

D.R. Horton is proposing to develop the remaining phases of the Cider Grove subdivision with 180 homes (they will also construct homes on the 5 remaining vacant lots in Unit 1). They are proposing a minimum lot size of 8,450 square feet; however, a minimum lot size of 12,600 square feet would be maintained for the 35 lots adjacent to the existing portion of the Cider Grove subdivision to create a transition between lot sizes. D.R. Horton intends to transition from 12,600 square-foot lots at the southwest corner of the property to 8,450 square foot lots (with an average lot size of 10,530 square feet) as they move north to where the site abuts the Heritage subdivision, which has a minimum lot size of 8,400 square feet.

The modification to the plan also proposes a park site of 5.7 acres and includes D.R. Horton constructing the improvements to the park based on the concept design plan, dated May 14, 2021 (a 2.53-acre detention pond will be adjacent to the park site, but is not counted towards the required park donation). The Huntley Park District has reviewed the concept design plan and adopted a resolution approving the plan (a copy of the resolution and concept design plan are provided as attachments to this report).

The proposed site plan also includes the dedication of right-of-way for the future extension of Main Street which is in accordance with the Village's Boundary Agreement with the Village of Algonquin. The Boundary Agreement requires that both Huntley and Algonquin allow for and cause to be constructed the easterly extension of Main Street to eventually connect to Lakewood Road. D.R. Horton will not construct this portion of Main Street since it has yet to be extended across the property to the west (Halat property), but will pay the Village a cash equivalent in lieu of constructing it. The payment amount shall be based on the estimated cost of completing the Main Street Extension at the time the payment is made. The payment will be required prior to recording a Final Subdivision Plat for the land identified as "Phase 4" of the Proposed Development.

D.R. Horton is proposing to create a separate Homeowners Association (HOA) for the remaining phases of the Cider Grove Subdivision. This will allow the existing Cider Grove HOA to be turned over to the residents. A Cross Easement and Cost Sharing Agreement would be executed so that the remaining phases would participate in the costs to maintain the clubhouse, subdivision entrance and existing stormwater facilities. The new homes would have use of the existing clubhouse facility. Covenants, Conditions, and Restrictions (CCRs) will be submitted with the final plat of subdivision.

A model home area and temporary parking lot is proposed to be located on Hopkins Street with associated signage in accordance with the proposed signage plan, dated January 13, 2021.

Home Product

Home sizes for the single-family product range from 1,970 to 3,020 square feet (the 1,970 square foot plan is a single-story 4-bedroom ranch model that has a 3-car garage standard) as follows:

<u>Plan Name</u>	<u>Sq. Ft.</u>	<u>Description</u>
Fairfield	1,970	Single Story; 4 bedrooms; 2 bath
Bellamy	2,051	Two-story; 4 bedrooms; 2½ bath
Pendleton	2,155	Two-story; 3 bedrooms; Loft; 2½ bath
Holcombe	2,356	Two-story; 4 bedrooms; 2½ bath
Bridgestone	2,550	Two-story; 4 bedrooms; Loft; 2½ bath
Henley	2,600	Two-story; 4 bedrooms; Loft; 2½ bath
Coventry	2,836	Two-story; 4 bedrooms; Loft; 2½ bath
X450	3,020	Two-story; 4 bedrooms; Loft; 2½ bath

Similar to the original annexation agreement, homes shall be required to comply with the Village's Monotony Code in addition to prohibiting the installation of the same color siding on any home next to one another fronting the same street. Homes backing to Main Street and the remaining lots backing to Huntley Road are required to include the following features as standard on the rear building elevations:

1. 4/4x4" wood window surrounds and corner boards and 4/4x8" frieze boards
2. Window grills
3. Either shutters around the windows or a bay window at the first floor

Landscape Plan

The proposed preliminary landscape plan provides the required parkway trees in addition to landscaping on the outlots. Typical landscape packages are also provided for the single family lots. The preliminary plan provides a representative plant list which shall serve as the template for preparing the final landscape plan to be submitted with the final PUD and final plat of subdivision.

The proposed outlot landscaping consists of plantings around the stormwater detention areas as well as screening along the right-of-way for the future extension of Main Street. The outlot adjacent to the future extension of Main Street will also include a berm to further screen the roadway.

Village Board and Plan Commission Concept Reviews and Neighborhood Meeting

D.R. Horton previously presented plans at the following meetings:

- Village Board, July 23 and November 12, 2020 – concept reviews
- Plan Commission, April 12, 2021 – concept review
- Neighborhood meeting, April 7, 2021 – was held by D.R. Horton with the residents of the Cider Grove and Heritage of Huntley subdivisions in the Cider Grove Clubhouse and was attended by approximately 30 residents, of which 13 submitted comments in writing on the comment form provided (these comment forms are provided as an exhibit to this report).

A significant concern expressed by the residents and Village Board was construction vehicle access to the Unit 2 property having to travel through the existing portion of the Cider Grove subdivision. In response, D.R. Horton has come to an agreement with the neighboring property owner to the south/east of Unit 2 to construct a temporary construction road that will be used by larger construction vehicles. It is anticipated that construction employees driving passenger vehicles would still travel through the subdivision to access Unit 2 due to the rough nature of the temporary construction road.

The following table provides a summary of the modifications that have been made to the proposed plan over the past eleven months based on feedback from the Village Board and surrounding residents:

	Annexation Agreement	July 23, 2020 Village Board Concept Review	November 12, 2020 Village Board Concept Review	Current Plan
Number of Lots*	138 Lots	197 Lots	185 Lots	180 Lots
Minimum Lot Area	12,600 sq. ft.	10,800 sq. ft. and 8,450 sq. ft.	10,800 sq. ft. and 8,450 sq. ft.	12,600 sq. ft. and 8,450 sq. ft.
Home Sizes	Traditional Single Family: 2,396 - 4,321 sq. ft.	Traditional Single Family: 1,942 to 2,600 sq. ft. Age-Targeted: 1,664 - 2,162 sq. ft.	Traditional Single Family: 1,942 – 2,836 sq. ft. Age-targeted homes no longer proposed	Traditional Single Family: 1,970 – 3,020 sq. ft.
Park Size	8.28 acres and cash donation	2 acres and cash donation	8.2 acres and cash donation	5.72 acres and Constructing park

*Lots approved/proposed in Phase 2. An additional five vacant lots are located within Phase 1 on Hopkins Street

Plan Commission Recommendation

The Plan Commission reviewed the petitioner’s request on May 10, 2021. Five residents of the Cider Grove subdivision provided testimony during the public hearing. Questions and comments primarily addressed the existing homeowners association and construction traffic. One resident expressed his concern regarding the size of the homes and lots. Other residents expressed their appreciation for D.R. Horton listening to their concerns and allowing them to have input on the plan. As a result of said hearing, consideration of testimony offered, and the taking of evidence, the Plan Commission voted to recommend approval to the Village Board by a vote of 6-0, subject to the following conditions:

1. Homes constructed on Lots 102-112 and Lots 115-118 of Unit 2 and Lots 1,2,3,4 and 6 of Unit 1 are required to include the following features as standard on the rear building elevations:
 - a. 4/4x4” wood window surrounds and corner boards and 4/4x8” frieze boards
 - b. Window grills
 - c. Either shutters around the windows or a bay window at the first floor
2. The park design shall be submitted as part of the application for final planned unit development/final plat of subdivision.
3. All public improvements and site development must occur in full compliance with the submitted plans (see list of exhibits) and all other applicable Village Municipal Services (Engineering, Public Works, Planning and Building) site design standards, practices and permit requirements.
4. The petitioner will comply with all final engineering revisions to be approved by the Village Engineer and Development Services Department.
5. The Village of Huntley will require adherence to Illinois drainage law and best management practices for stormwater management. The petitioner, its agents and assignees are responsible for not increasing the rate of stormwater runoff and will be required, to the extent practicable, to minimize any increase in runoff volume through “retention” and design of multi stage outlet structures.
6. The petitioner is required to meet all development requirements of the Huntley Fire Protection District.

Financial Impact

The proposed development agreement will amend impact and transition fees that D.R. Horton will pay. These fees are consistent with the impact and transition fees that are currently paid for homes being constructed in the Talamore subdivision.

Strategic Plan Priority

The 2016-2020 Strategic Plan identifies “diversify residential development options” as a goal, and “pursue new residential development” as an objective.

Legal Analysis

Legal counsel has prepared the annexation agreement amendment, development agreement, and other associated documents and all is in order for Village Board action.

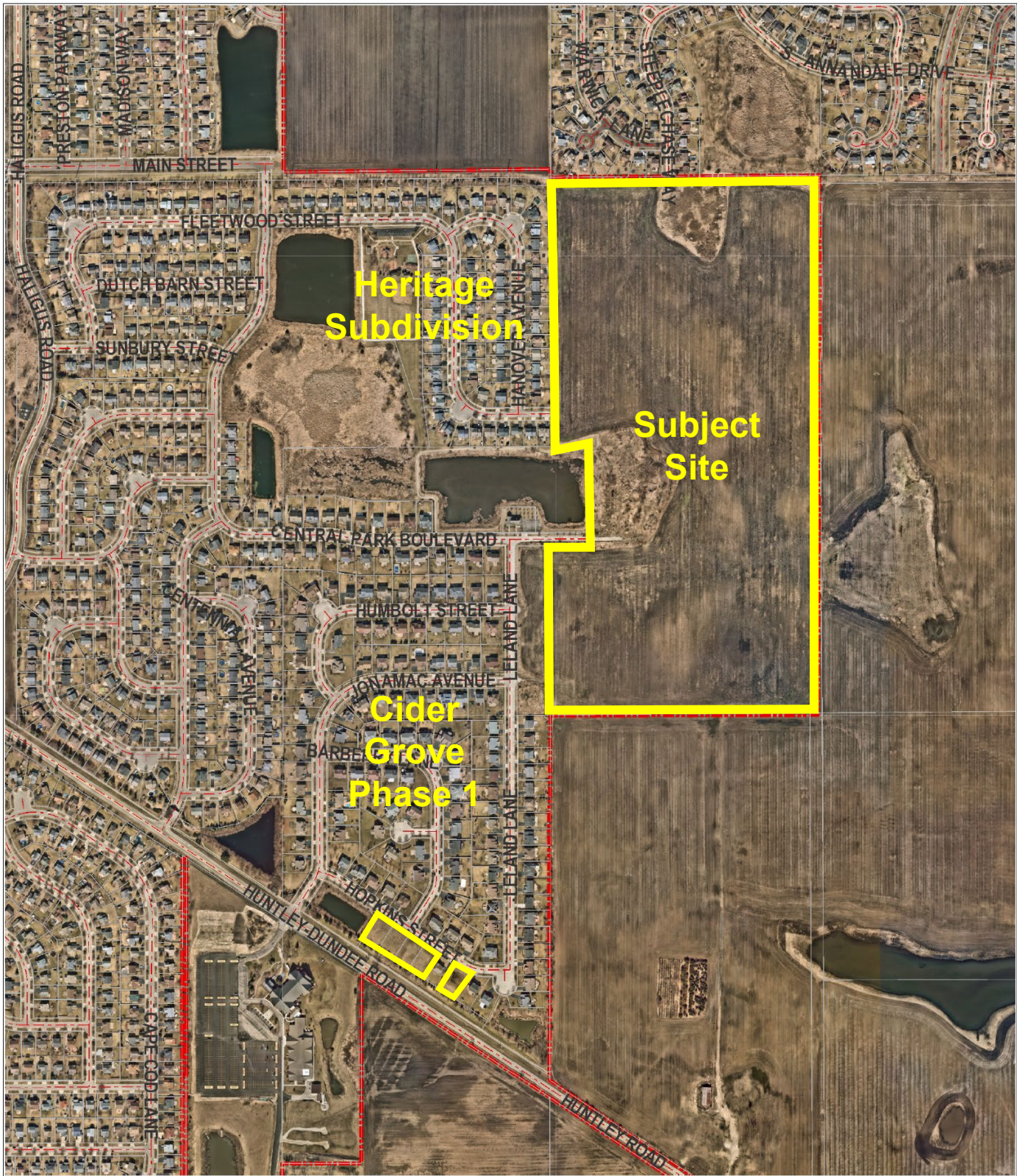
Action Requested

A motion of the Village Board for approval of the following individual resolution and ordinances:

- i. A Resolution Approving and Authorizing the Execution of a Development Agreement for a Phased Residential Development (Cider Grove Residential Subdivision – Unit 2 and Lots 1-4 & 6 of Unit 1)
- ii. A Resolution Approving and Authorizing the Execution of a First Amendment to the Annexation Agreement Relating to the Cider Grove Subdivision
- iii. An Ordinance Amending a Special Use Permit for a Planned Unit Development in the RE-1 PUD District and Granting Amended Preliminary and Subdivision Approvals for a Phased Residential Development (Cider Grove Residential Subdivision – Unit 2 and Lots 1-4 & 6 of Unit 1)

Exhibits

1. Aerial of Site
2. Project Narrative, not dated
3. Illustrative Site Plan, dated 3/22/21
4. Preliminary PUD Site Plan, dated 3/23/21
5. Preliminary Engineering Plans, dated 3/22/21
6. New Construction Elevations, dated March 2021
7. Blackline Elevations, dated 3/22/21 (X426, X453, X451, X450, X430, X429, X427, X424)
8. Preliminary Landscape Plan, dated 3/23/21
9. Product Restricted Lot Exhibit, dated 3/24/21
10. Phasing Exhibit, dated 3/23/21
11. Preliminary Plat of Subdivision, 3/23/21
12. Proposed Signage Plan, dated 1/13/21
13. Neighborhood Meeting Comments, 4/7/21
14. Huntley Park District Resolution, dated 5/26/21
15. Park Site Concept Plan, dated 5/14/21
16. Draft Resolution Approving and Authorizing the Execution of a Development Agreement, with agreement attached
17. Draft Resolution Approving and Authorizing Execution of a First Amendment to the Annexation Agreement for the Cider Grove Subdivision, with amendment attached
18. Draft Ordinance Amending the Special Use Permit for the Cider Grove PUD and Granting Amended Preliminary PUD and Subdivision Approvals for Unit 2 and Lots 1-4 and 6 of Unit 1



Cider Grove

VILLAGE OF HUNTLEY

10987 Main Street
Huntley, IL 60142
(847)669-9600

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SCALE: 1" = 700'

Print Date: 7/16/2020



Project Narrative

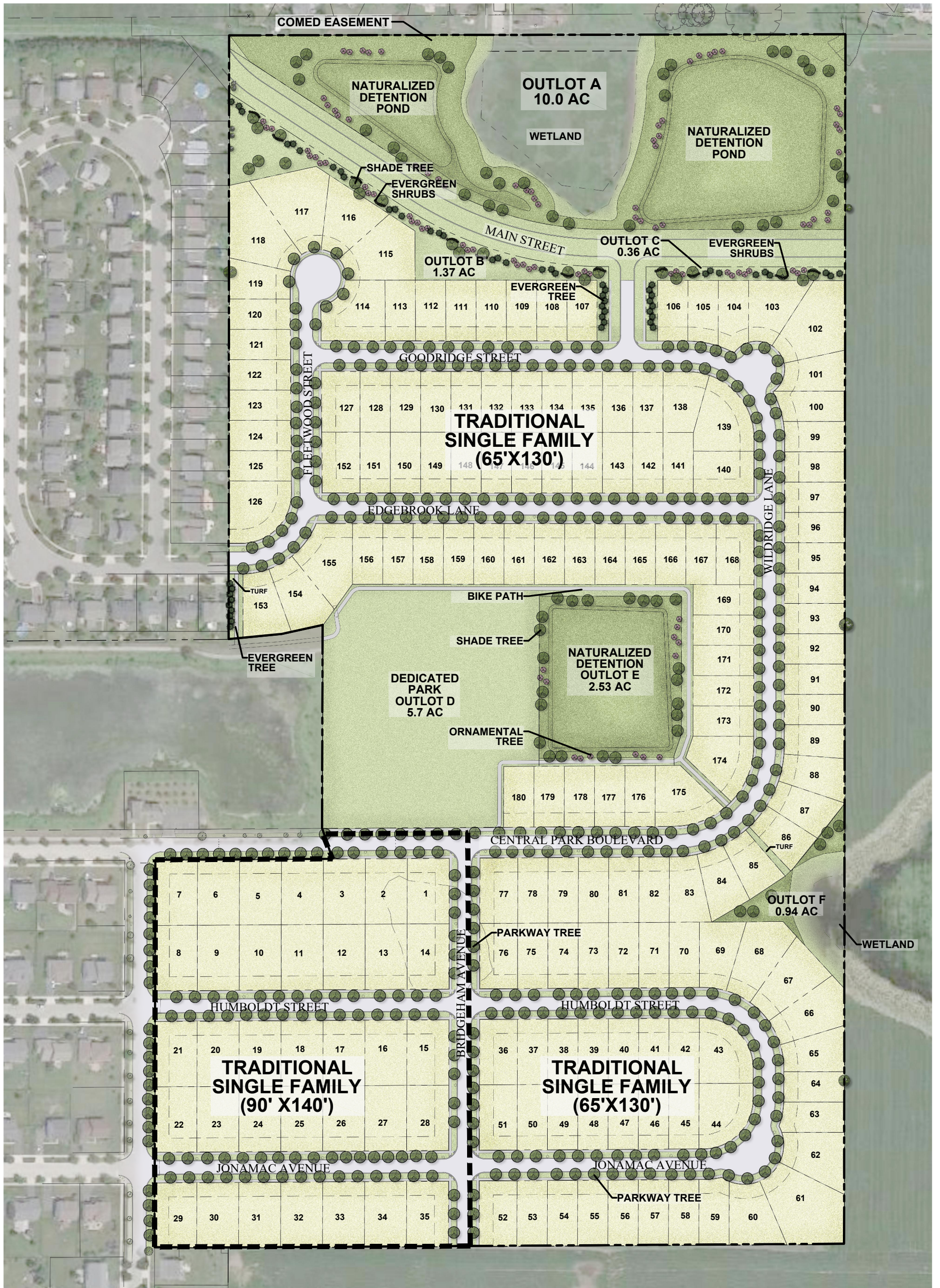
The Village of Huntley and D.R. Horton have a long history together, dating back from our first Huntley community, Southwind, to our latest community, Lion's Chase. We are excited to continue our partnership with the Village and complete the remaining unfinished phase of Cider Grove as our latest community. Cider Grove was originally annexed by the Village in 2005. The existing Annexation Agreement contains development regulations and product requirements that were reflective of the housing market and homebuyers' needs at the time. We are seeking to amend the Annexation Agreement and PUD to develop the remaining phase of Cider Grove and reflect the needs of current buyers. Some of the adjustments needed include the total number of units in the Development, the minimum lot size, and reduction of fees to bring them in line with other current developments in the Village.

Over the past few years, D.R. Horton has become adept at bringing new homes into incomplete or partially finished neighborhoods. Using our experience and lessons learned at Lion's Chase, we have developed a land plan for the site that will provide a cohesive link between existing neighborhoods of the community. The total number of lots per the site plan is 180. Adjacent to Cider Grove Unit 1 there will be thirty-five 12,600 SF lots that match the existing lots in Cider Grove. To the north and east, proposed lot sizes (65' x 130', 8,450 SF) are consistent with those found in the existing Heritage neighborhood just west (8,400 SF minimum). This will provide a balance between the existing neighborhoods and homes built more than fifteen years ago while creating a new unique neighborhood with new homes that are in-line with the wants and desires of today's home buying public.

We plan to introduce a traditional single-family series of homes, ranging from 1,970 square feet to 3,020 square feet. The range of square footages approved in 2005 for Cider Grove (2,396 SF – 4,321 SF) would not allow most buyers today an opportunity to purchase a quality home at a price they can afford, nor would they meet their wants. The proposed building elevations are in the spirit of and complement the existing homes in Cider Grove and Heritage. The homes in this series have between three to five bedrooms, include a 2-car garage and a partial basement. Options for a 3rd car or full basement will be available.

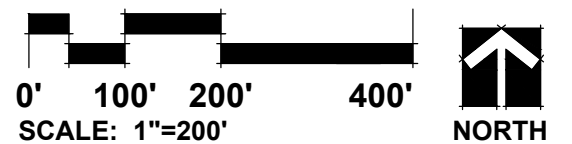
The model homes and sales office for this new phase of Cider Grove will be along Dundee Road near the main entrance to the subdivision at Beacon Avenue as D.R. Horton is purchasing the five remaining vacant lots on Hopkins Street. A separate homeowner's association will be established for the new homes which will allow the existing HOA to be turned over to the residents before the future phase is completed. However, a cost sharing agreement will obligate the future units of Cider Grove to participate in the costs to maintain the clubhouse, entrance on Dundee Road and the existing stormwater detention facility.

We are anxious to obtain the necessary entitlement in order to break ground in Summer of 2021. With the Village's input and assistance, D.R. Horton will construct this community in a charming Huntley fashion while providing new, updated homes that match the needs of today's homebuyers. Thank you for your time and consideration. We look forward to your continued partnership.



SITE DATA

LANDUSE	UNITS	ACRES	DENSITY
SINGLE FAMILY LOT AREA (NET OF R.O.W.) (12,600 S.F. LOTS 1-35, 8,450 S.F. 36-180)	180	43.24	4.16
R.O.W. AREA	-	15.37	-
OPEN SPACE (OUTLOTS A, B, C AND E)	-	15.20	-
DEDICATED PARK (OUTLOT D)	-	5.72	-
PARCEL AREA	180	79.53	4.16



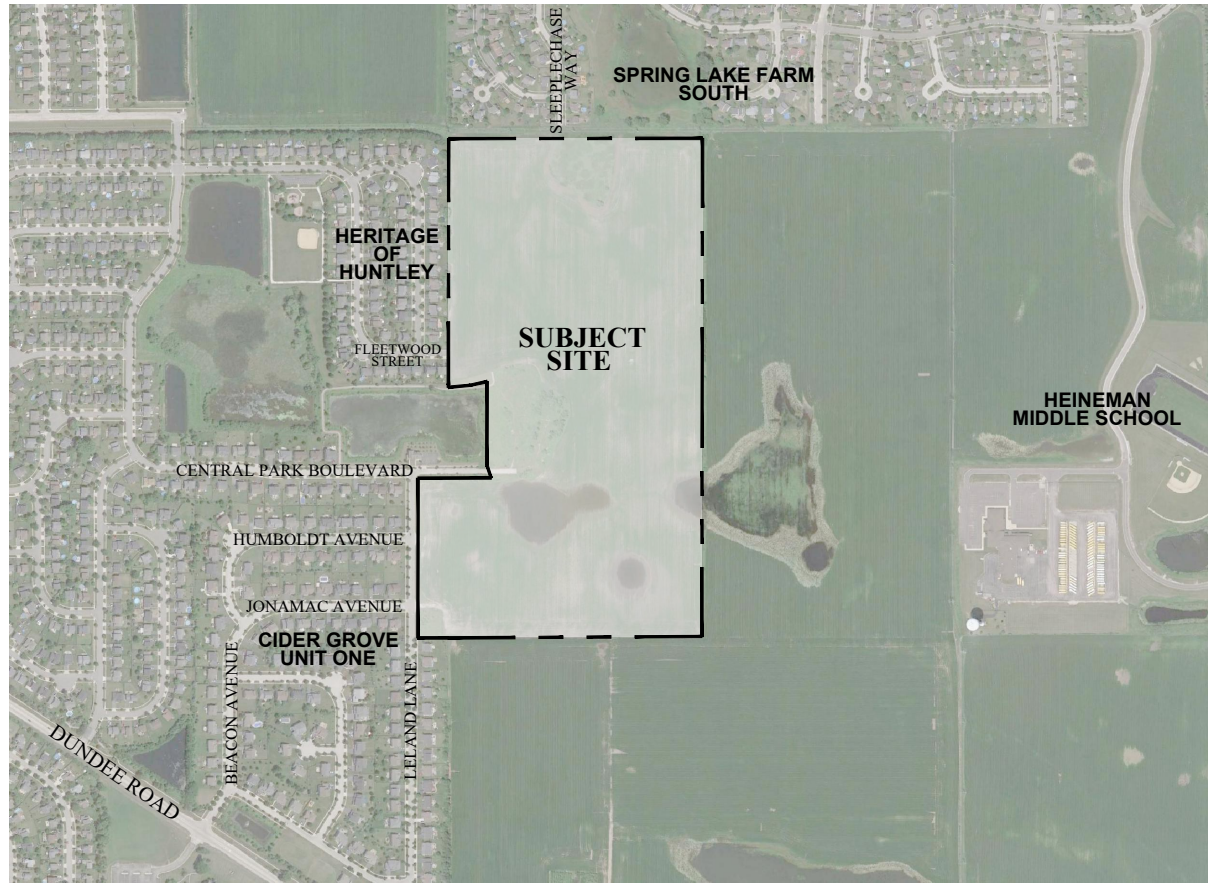
ILLUSTRATIVE SITE PLAN
CIDER GROVE
HUNTLEY, ILLINOIS

3/22/2021

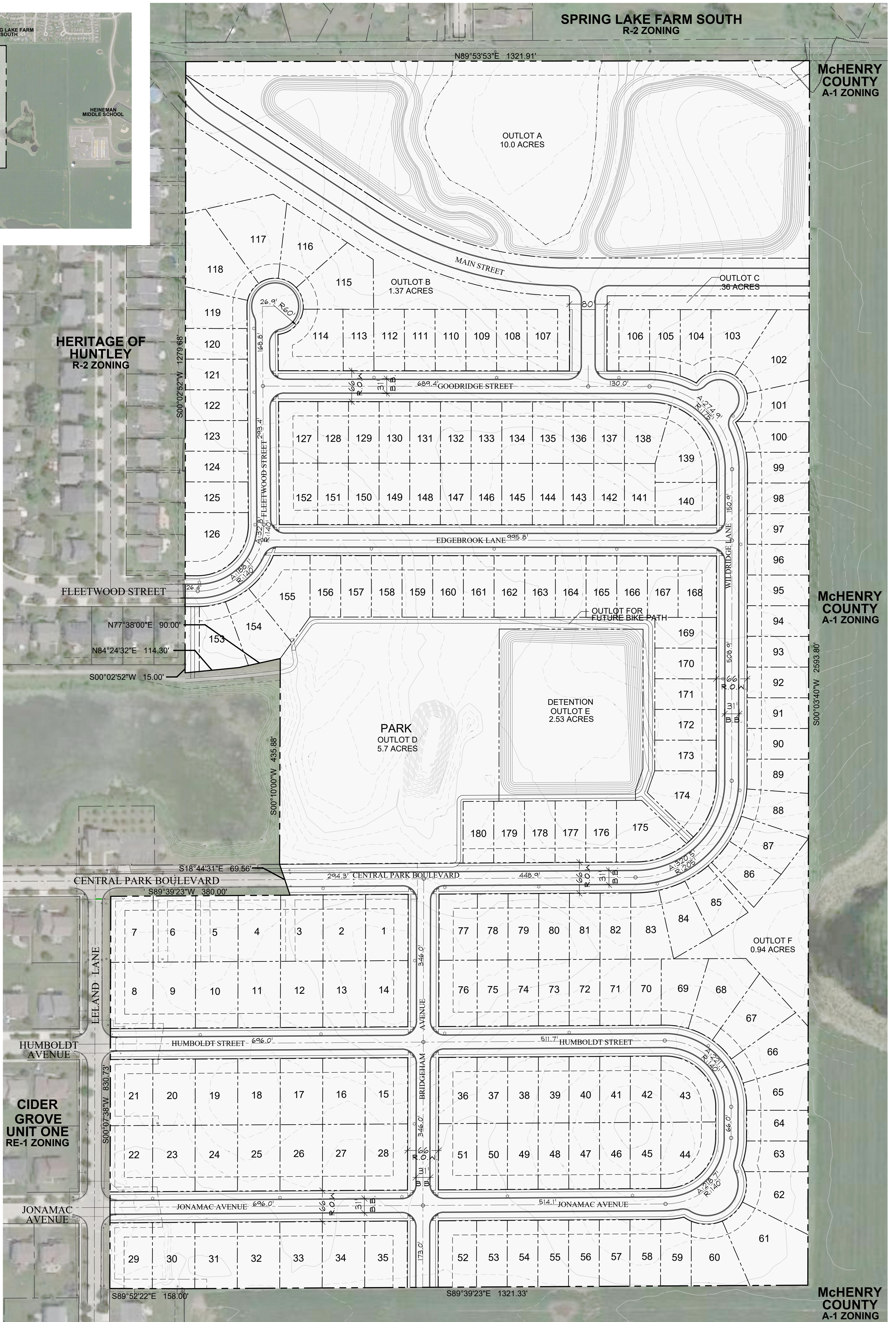


GARY R. WEBER
ASSOCIATES, INC.

LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197



LOCATION MAP
SCALE: 1"=1000'



LEGEND

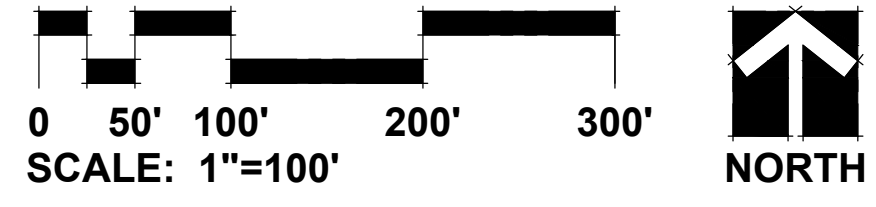
- PROPERTY LINE ————
- CENTERLINE ————
- R.O.W. LINE ————
- SETBACK LINE ————
- EASEMENT LINE ————

LEGAL DESCRIPTION:

PARCEL 2:
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35 EXCEPTING THEREFROM THE NORTH 40 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER CONVEYED TO COMMONWEALTH EDISON COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 2000R0039458, IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN.
EXCEPTING THEREFROM CIDER GROVE UNIT ONE, BEING A SUBDIVISION OF SECTION 34 AND SECTION 35 IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2005 AS DOCUMENT NUMBER 2005R0075774, IN McHENRY COUNTY, ILLINOIS.

SITE DATA

LANDUSE	UNITS	ACRES	DENSITY
SINGLE FAMILY LOT AREA (NET OF R.O.W.) (12,600 S.F. LOTS 1-35, 8,450 S.F. 36-180)	180	43.24	4.16
R.O.W. AREA	-	15.37	-
OPEN SPACE (OUTLOTS A, B, C AND E)	-	15.20	-
DEDICATED PARK (OUTLOT D)	-	5.72	-
PARCEL AREA	180	79.53	4.16



DATE: 1/08/2021
PROJECT NO.: DR19152
DRAWN: TFC
CHECKED: MCM
SHEET NO.: 1 OF 1

Rev 1
REVISIONS: 3/23/2021

CIDER GROVE
HUNTLEY, ILLINOIS
PRELIMINARY PLANNED UNIT DEVELOPMENT SITE PLAN

D.R. HORTON
America's Builder
190 E. BANNER COURT, SUITE 500
DOWNS GROVE, ILL. 60515
CAGE CIVIL ENGINEERING
3110 WOODBROOK DRIVE
DOWNS GROVE, ILL. 60515

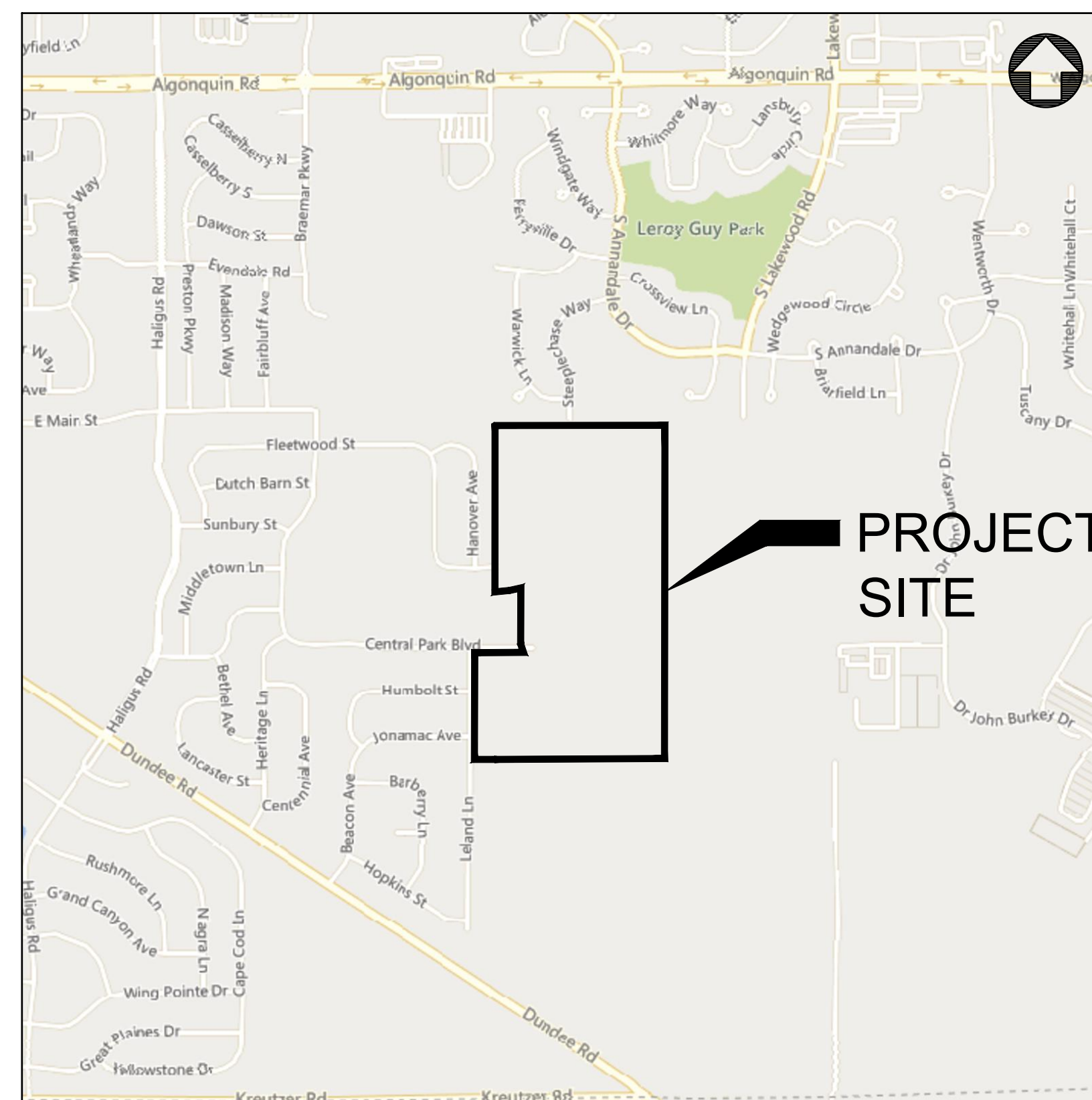
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
BIOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-666-7197



PRELIMINARY ENGINEERING FOR CIDER GROVE, UNIT 2 CENTRAL PARK BLVD, HUNTLEY, ILLINOIS

LOCATION MAP

INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE
C0.0	SITE LOCATION MAP & CIVIL LEGEND
C1.0	OVERALL SITE PLAN
C2.0	OVERALL GRADING AND DRAINAGE PLAN
C2.1	DETAILED GRADING AND DRAINAGE PLAN
C2.2	DETAILED GRADING AND DRAINAGE PLAN
C2.3	DETAILED GRADING AND DRAINAGE PLAN
C2.4	DETAILED GRADING AND DRAINAGE PLAN
C2.5	DETAILED GRADING AND DRAINAGE PLAN
C2.6	DETAILED GRADING AND DRAINAGE PLAN
C3.0	OVERALL UTILITY PLAN
C3.1	DETAILED UTILITY PLAN
C3.2	DETAILED UTILITY PLAN
C3.3	DETAILED UTILITY PLAN
C3.4	DETAILED UTILITY PLAN
C3.5	DETAILED UTILITY PLAN
C3.6	DETAILED UTILITY PLAN



SECTION 35, TOWNSHIP 43N, RANGE 7E

OWNER/DEVELOPER
D.R. HORTON
750 BUNKER CT, SUITE 100
VERNON HILLS, IL 60061
PHONE: 224.358.5127
BRUCE MELLEN

ENGINEER
CAGE ENGINEERING
3110 WOODCREEK DR.
DOWNERS GROVE, IL 60515
PHONE: 630.598.0007
FREDERICK THAETE

SURVEYOR
COMPASS SURVEYING, LTD.
2631 GINGER PKWY, STE 100
AURORA, IL 60502
PHONE: 630.820.9100
DAVE FILIPSKI

EXISTING LEGEND	PROPOSED LEGEND
EXISTING TREE	CURB & GUTTER
CURB & GUTTER	REVERSE PITCH CURB & GUTTER
EXISTING BUILDING	DEPRESSED CURB & GUTTER
PCC SIDEWALK	PROPOSED BUILDING
GAS SERVICE	PCC SIDEWALK
ELECTRIC SERVICE	STANDARD DUTY ASPHALT
STORM SEWER	STANDARD DUTY CONCRETE
SANITARY SEWER	STORM SEWER
WATER MAIN	SANITARY SEWER
CABLE LINE	WATER MAIN
OVERHEAD UTILITY LINE	STORM STRUCTURE
COMMUNICATION LINE	SANITARY MANHOLE
FIBER OPTIC LINE	CLEANOUT
FENCE	VALVE VAULT
STORM STRUCTURE	VALVE BOX
SANITARY MANHOLE	TRANSFORMER
CLEANOUT	ELECTRIC PEDESTAL
WATER METER	HYDRANT
VALVE VAULT	PARKING LOT LIGHT
VALVE BOX	FLOW ARROW
HYDRANT	OVERLAND FLOOD ROUTE
GAS METER	TOP OF SIDEWALK GRADE
ELECTRIC METER	TOP OF CURB GRADE
PARKING LOT LIGHT	PAVEMENT GRADE
UTILITY POLE	GROUND GRADE
GUY WIRE	MAJOR CONTOUR
TRANSFORMER	MINOR CONTOUR
FIBER OPTIC BOX	
FIBER OPTIC PEDESTAL	
CABLE PEDESTAL	
PHONE PEDESTAL	
ELECTRIC PEDESTAL	
MAJOR CONTOUR	
MINOR CONTOUR	

3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
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WWW.CAGECIVIL.COM



REVISIONS

3/22/2021
REVISED PER VILLAGE

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PRELIMINARY ENGINEERING FOR
**CIDER GROVE SUBDIVISION
UNIT 2**
CENTRAL PARK BLVD
HUNTLEY, ILLINOIS

PROJ NO: 190041

ENG: AMS

DATE: 12/24/20

SHEET TITLE

SITE LOCATION
MAP & CIVIL
LEGEND

SHEET NUMBER

C0.0

1 OF 16





REVISIONS

NO.	DATE	DESCRIPTION

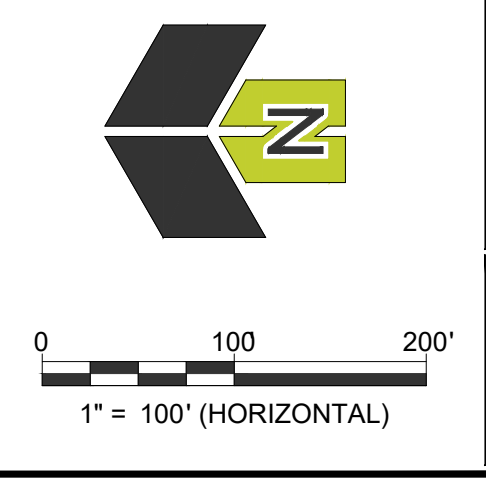
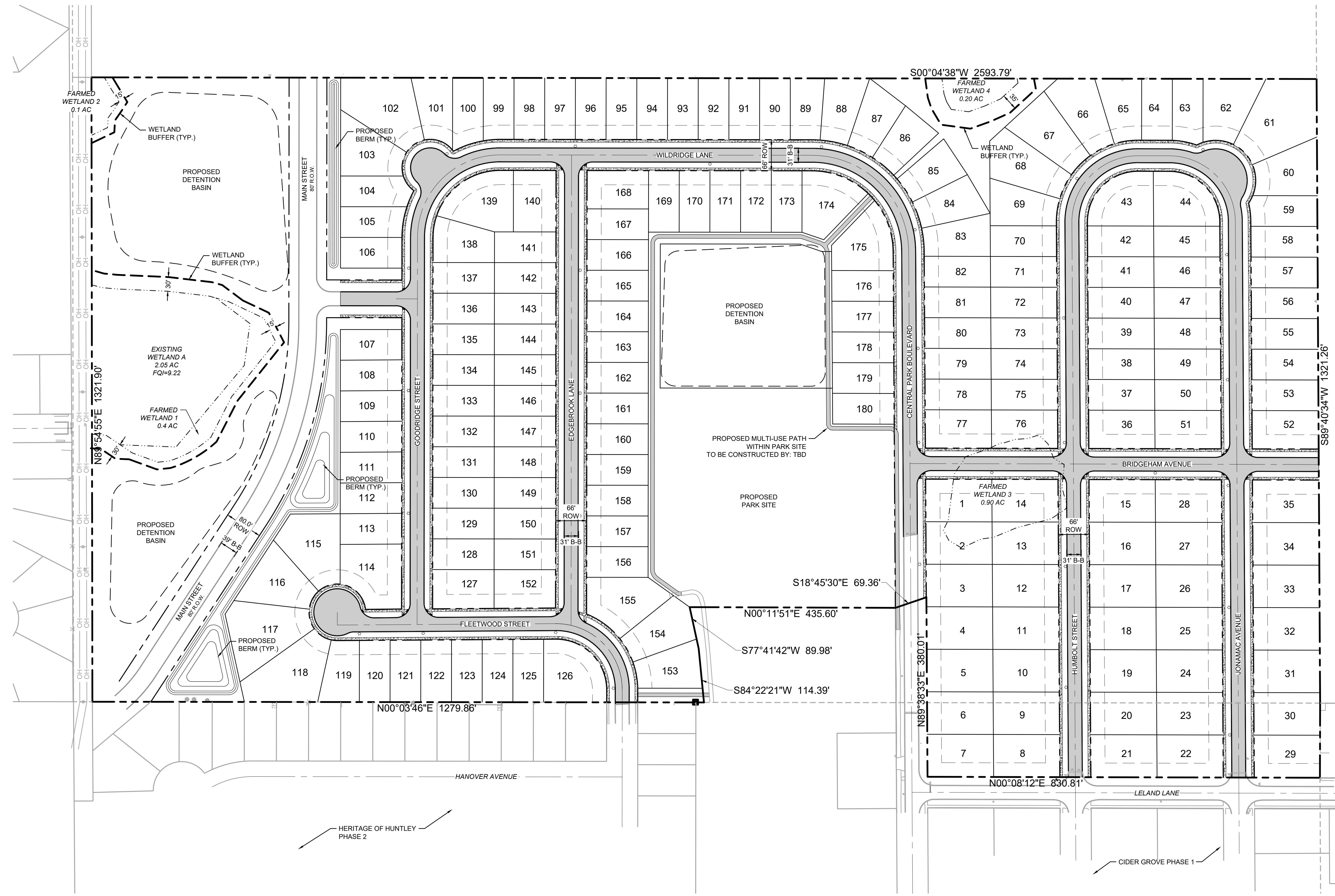
REVISOR'S INITIALS
 REVISION DATE

PRELIMINARY ENGINEERING FOR
**CIDER GROVE SUBDIVISION
 UNIT 2**
 CENTRAL PARK BLVD
 HUNTLEY, ILLINOIS

PROJ NO: 190041
 ENG: AMS
 DATE: 12/24/20

SHEET TITLE
**OVERALL
 SITE PLAN**

SHEET NUMBER
C1.0
 2 OF 16





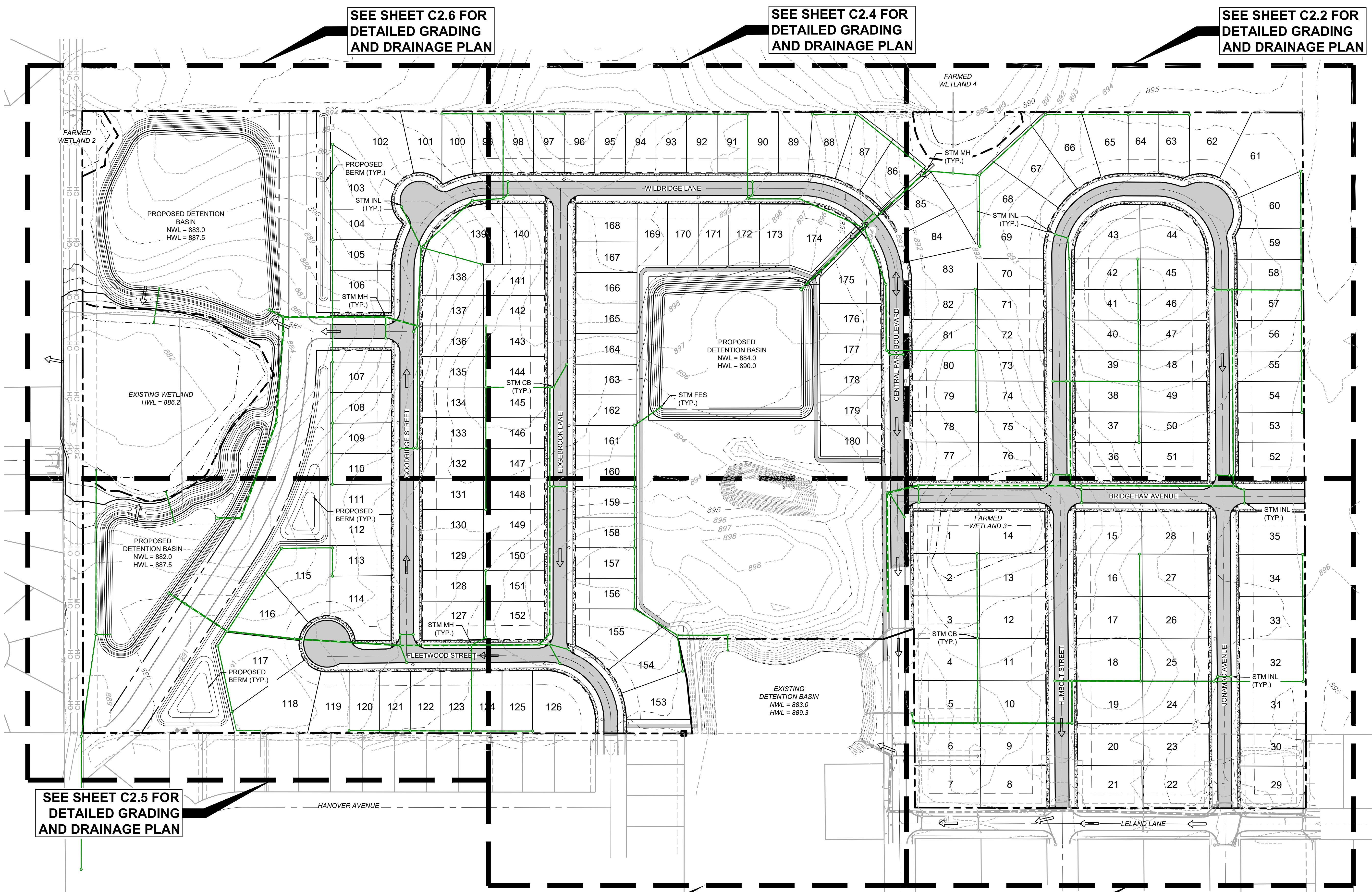
REVISIONS	DATE	DESCRIPTION

PRELIMINARY ENGINEERING FOR
CIDER GROVE SUBDIVISION
UNIT 2
 CENTRAL PARK BLVD
 HUNTLEY, ILLINOIS

PROJ NO: 190041
 ENG: AMS
 DATE: 12/24/20

SHEET TITLE
OVERALL GRADING AND DRAINAGE PLAN

SHEET NUMBER
C2.0
 3 OF 16



SEE SHEET C2.6 FOR
 DETAILED GRADING
 AND DRAINAGE PLAN

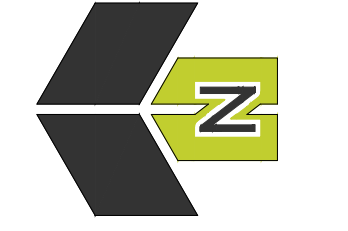
SEE SHEET C2.4 FOR
 DETAILED GRADING
 AND DRAINAGE PLAN

SEE SHEET C2.2 FOR
 DETAILED GRADING
 AND DRAINAGE PLAN

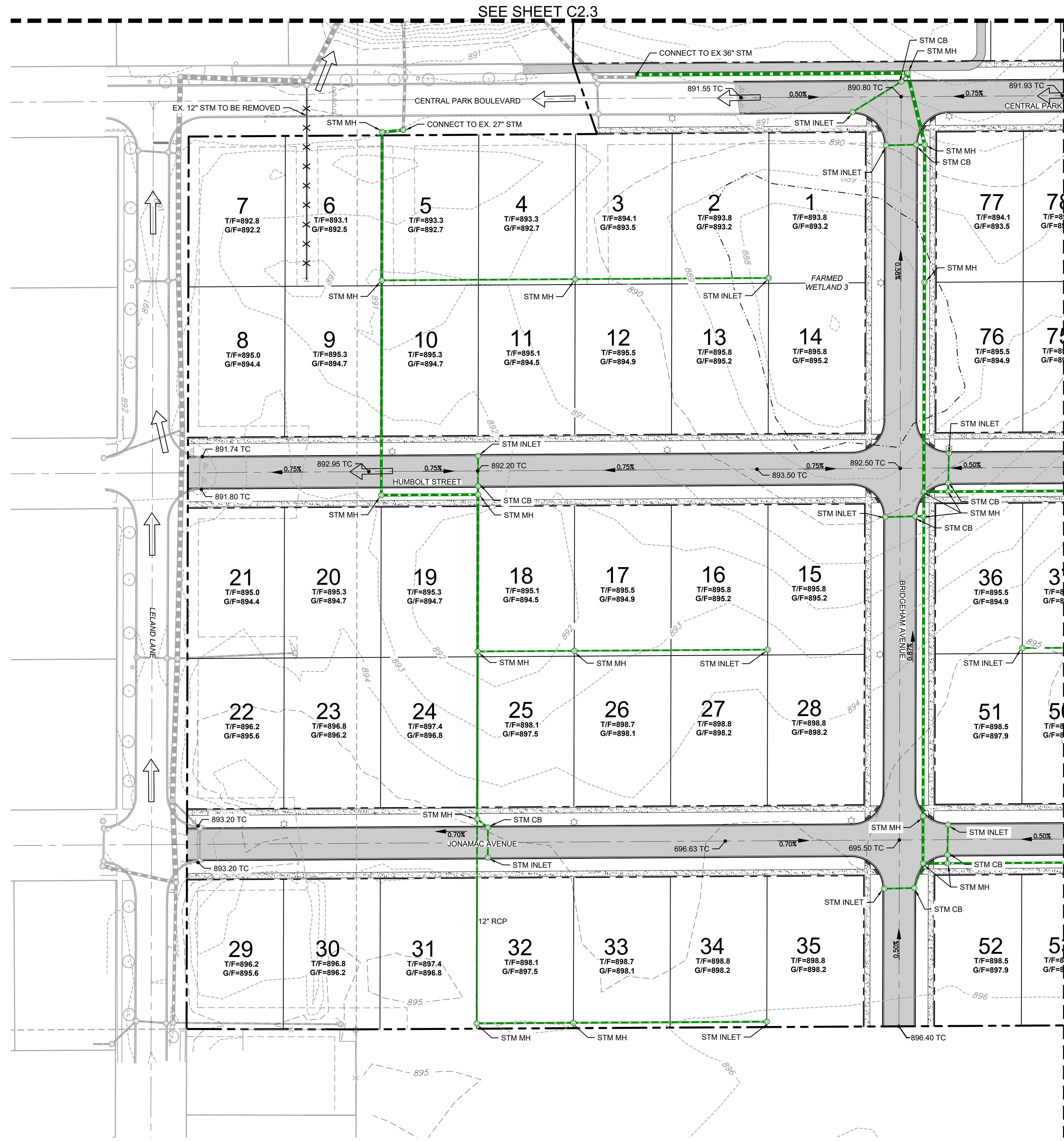
SEE SHEET C2.5 FOR
 DETAILED GRADING
 AND DRAINAGE PLAN

SEE SHEET C2.3 FOR
 DETAILED GRADING
 AND DRAINAGE PLAN

SEE SHEET C2.1 FOR
 DETAILED GRADING
 AND DRAINAGE PLAN

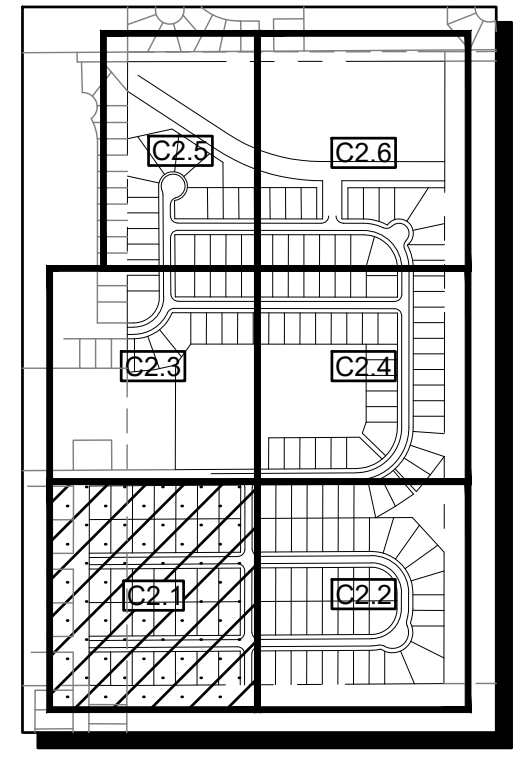


0 100 200'
 1" = 100' (HORIZONTAL)

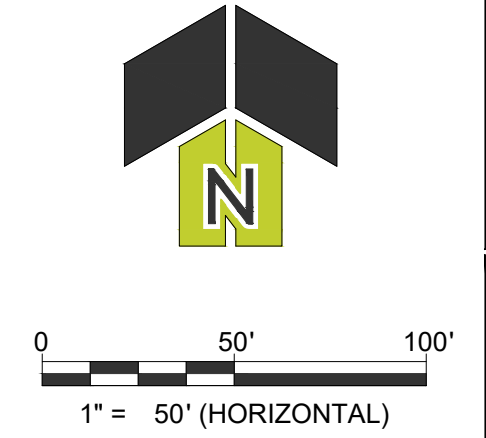


SEE SHEET C2.3

SEE SHEET C2.2



KEYMAP



3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515
P. 630.598.0007
WWW.CAGECIVIL.COM



REVISIONS Δ

NO.	DATE	DESCRIPTION

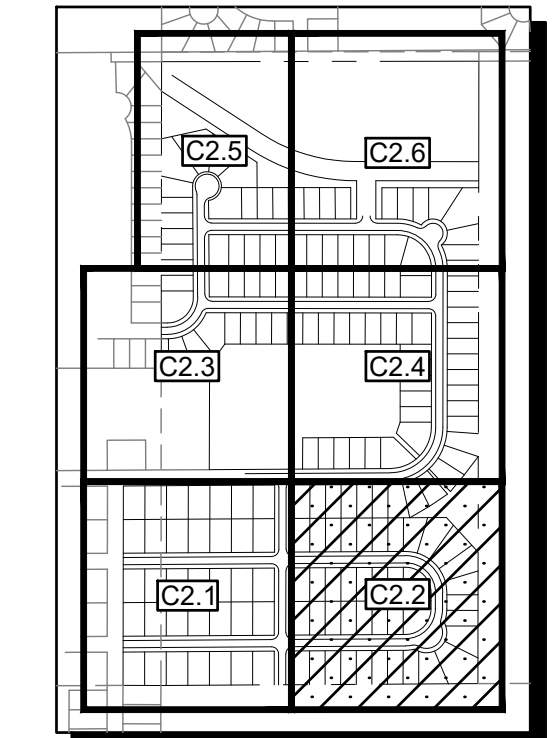
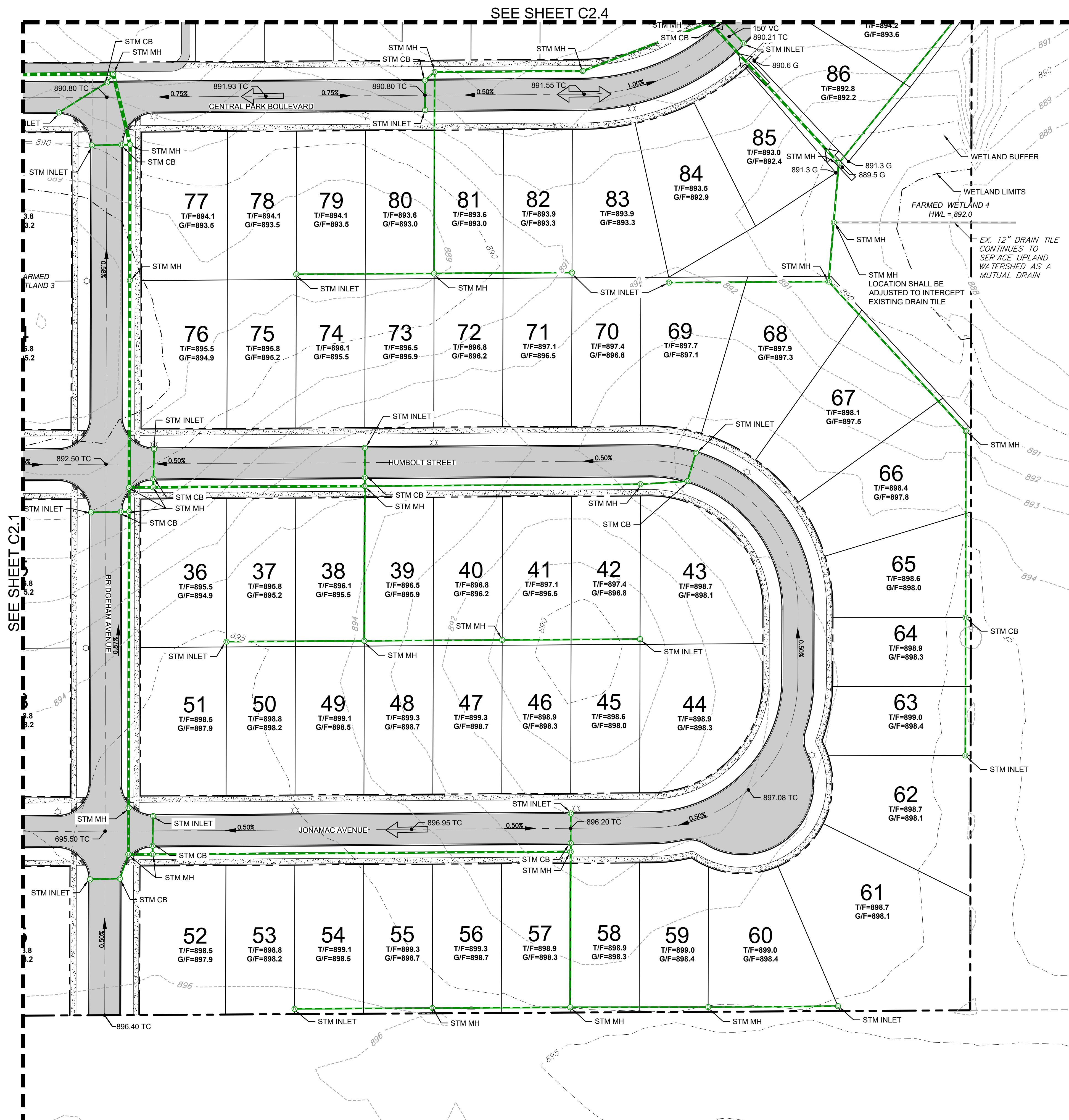
Δ 2/22/2021
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PRELIMINARY ENGINEERING FOR
**CIDER GROVE SUBDIVISION
UNIT 2**
CENTRAL PARK BLVD
HUNTLEY, ILLINOIS

PROJ NO: 190041
ENG: AMS
DATE: 12/24/20

SHEET TITLE
**DETAILED
GRADING AND
DRAINAGE
PLAN**

SHEET NUMBER
C2.1
4 OF 16



3110 WOODCREEK DRIVE
 DOWNERS GROVE, IL 60515
 P. 630.598.0007
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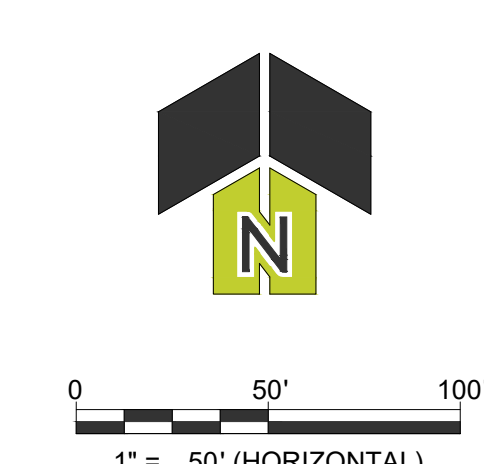
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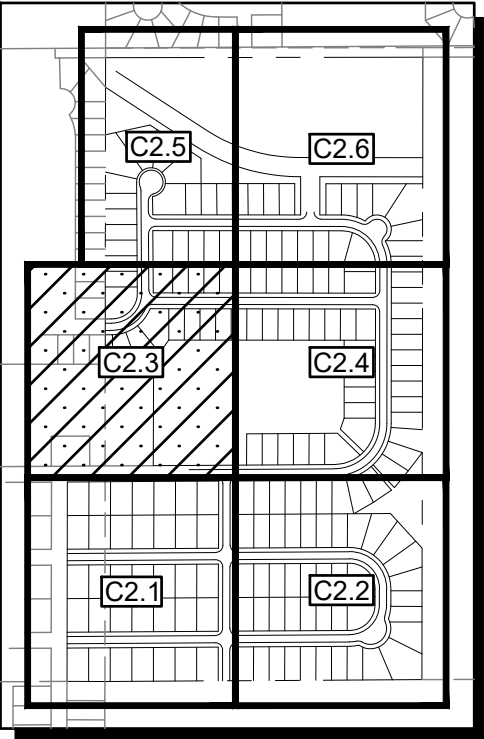
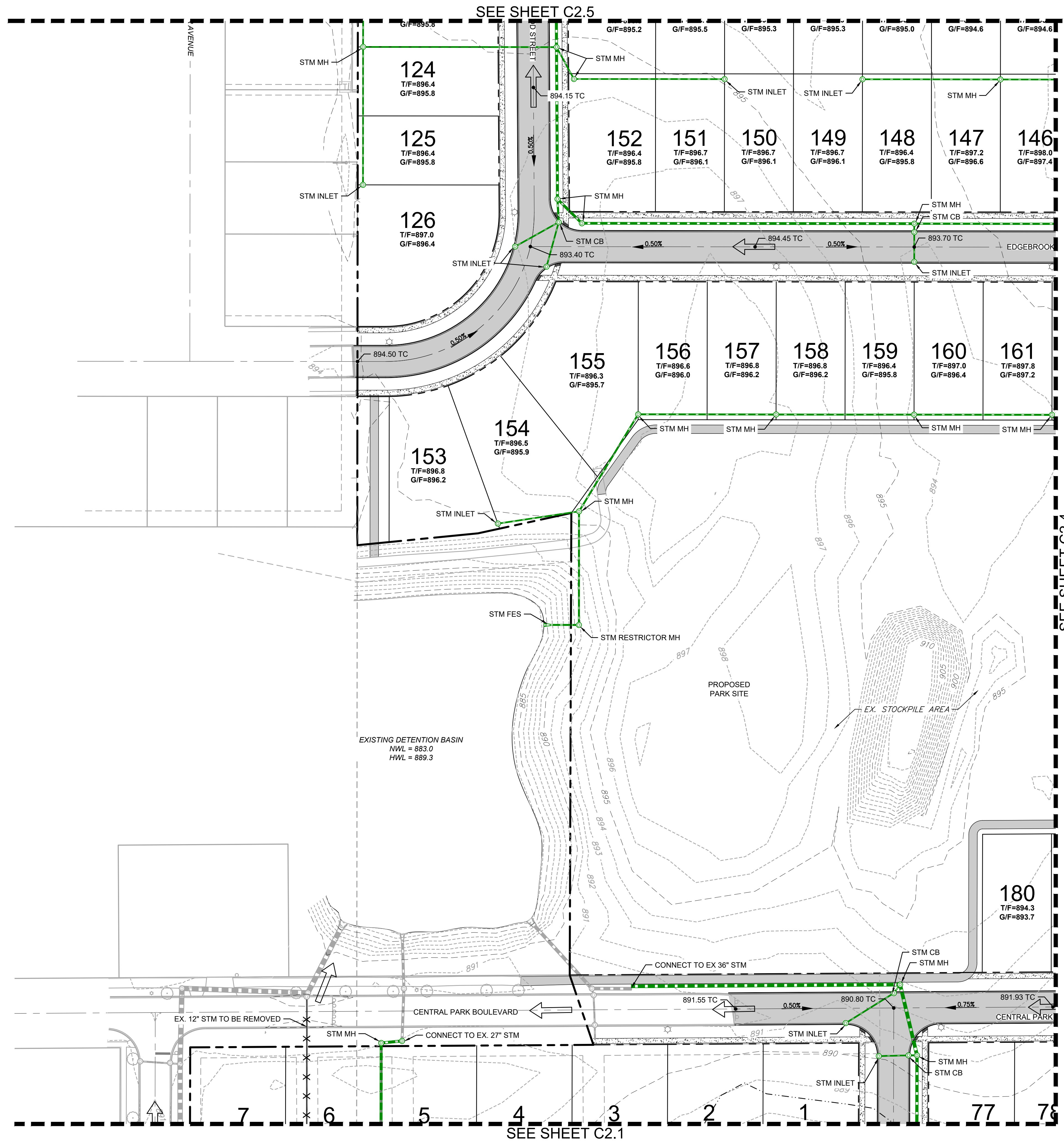
PRELIMINARY ENGINEERING FOR
**CIDER GROVE SUBDIVISION
 UNIT 2**
 CENTRAL PARK BLVD
 HUNTLEY, ILLINOIS

PROJ NO: 190041
 ENG: AMS
 DATE: 12/24/20

SHEET TITLE
**DETAILED
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 PLAN**

SHEET NUMBER
C2.2
 5 OF 16





KEYMAP

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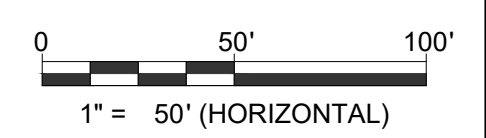
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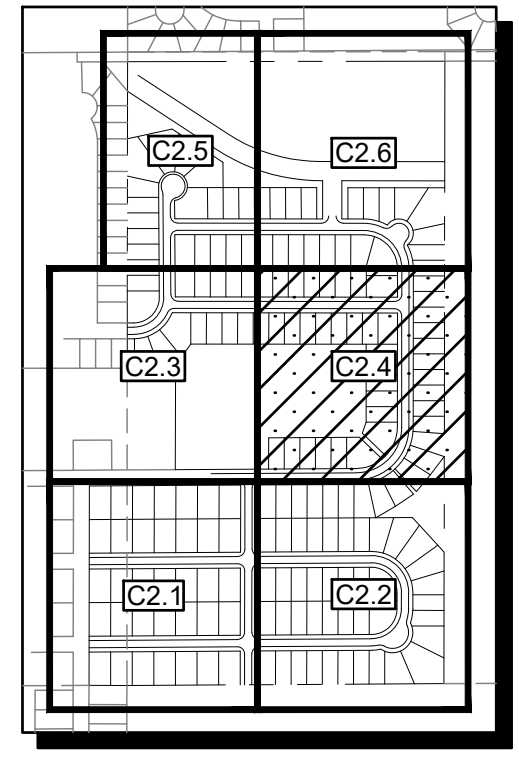
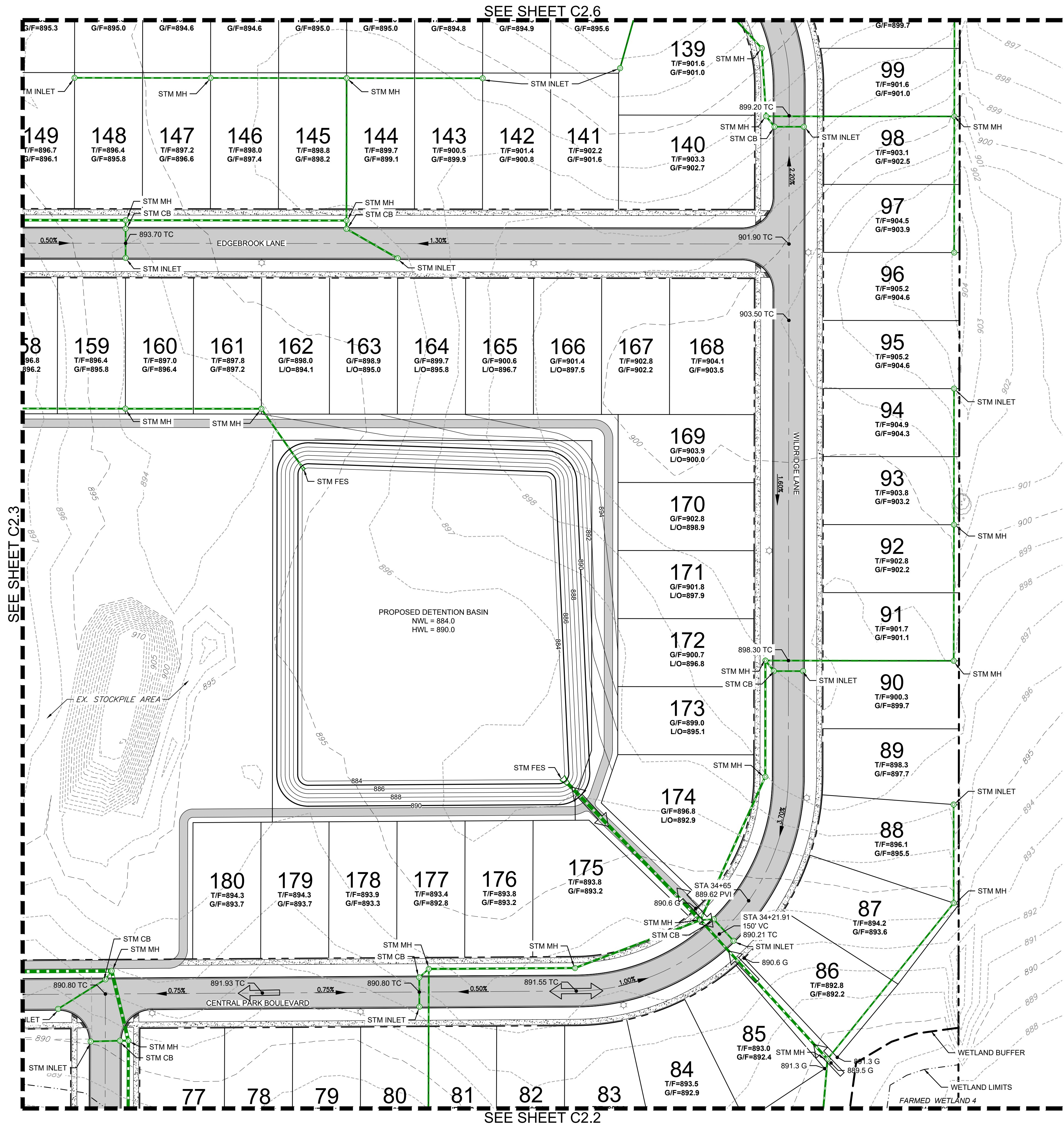
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UNIT 2
 CENTRAL PARK BLVD
 HUNTLEY, ILLINOIS

PROJ NO: 190041
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 DATE: 12/24/20

SHEET TITLE
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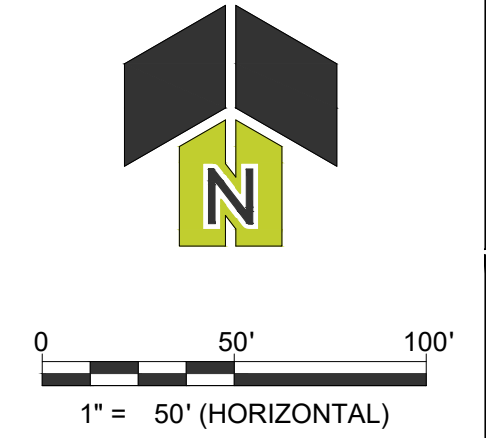
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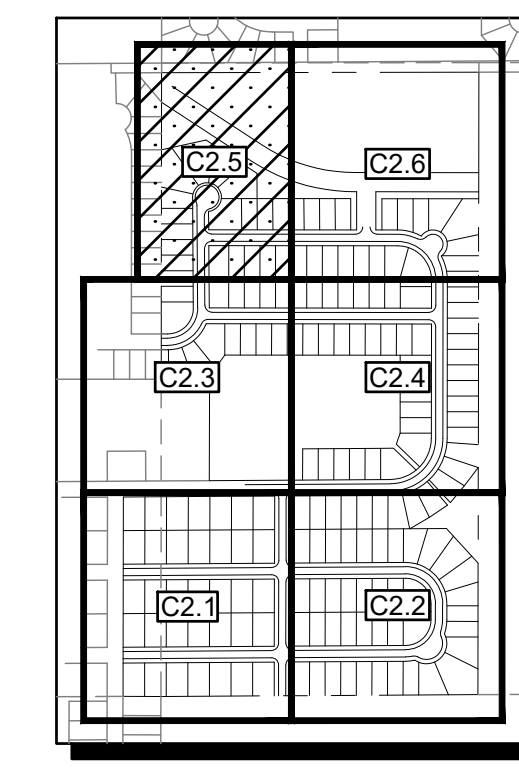
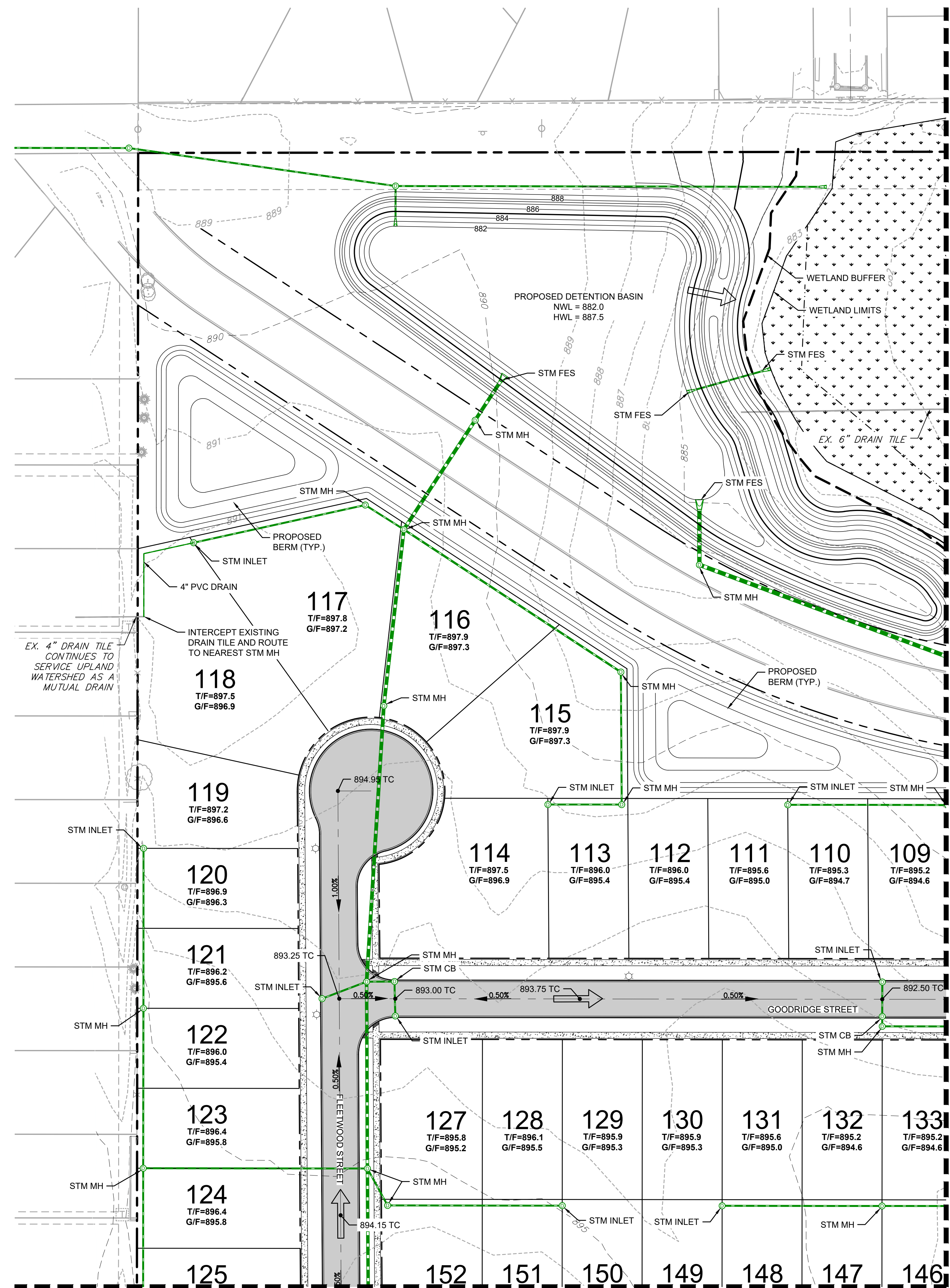
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CIDER GROVE SUBDIVISION
UNIT 2
 CENTRAL PARK BLVD
 HUNTLEY, ILLINOIS

PROJ NO: 190041
 ENG: AMS
 DATE: 12/24/20

SHEET TITLE
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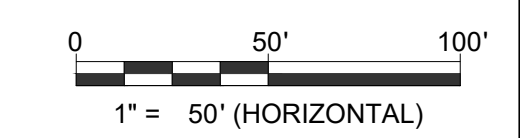
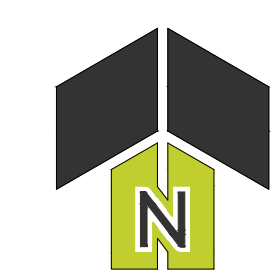
SHEET NUMBER
C2.4
 7 OF 16





KEYMAP

SEE SHEET C2.6



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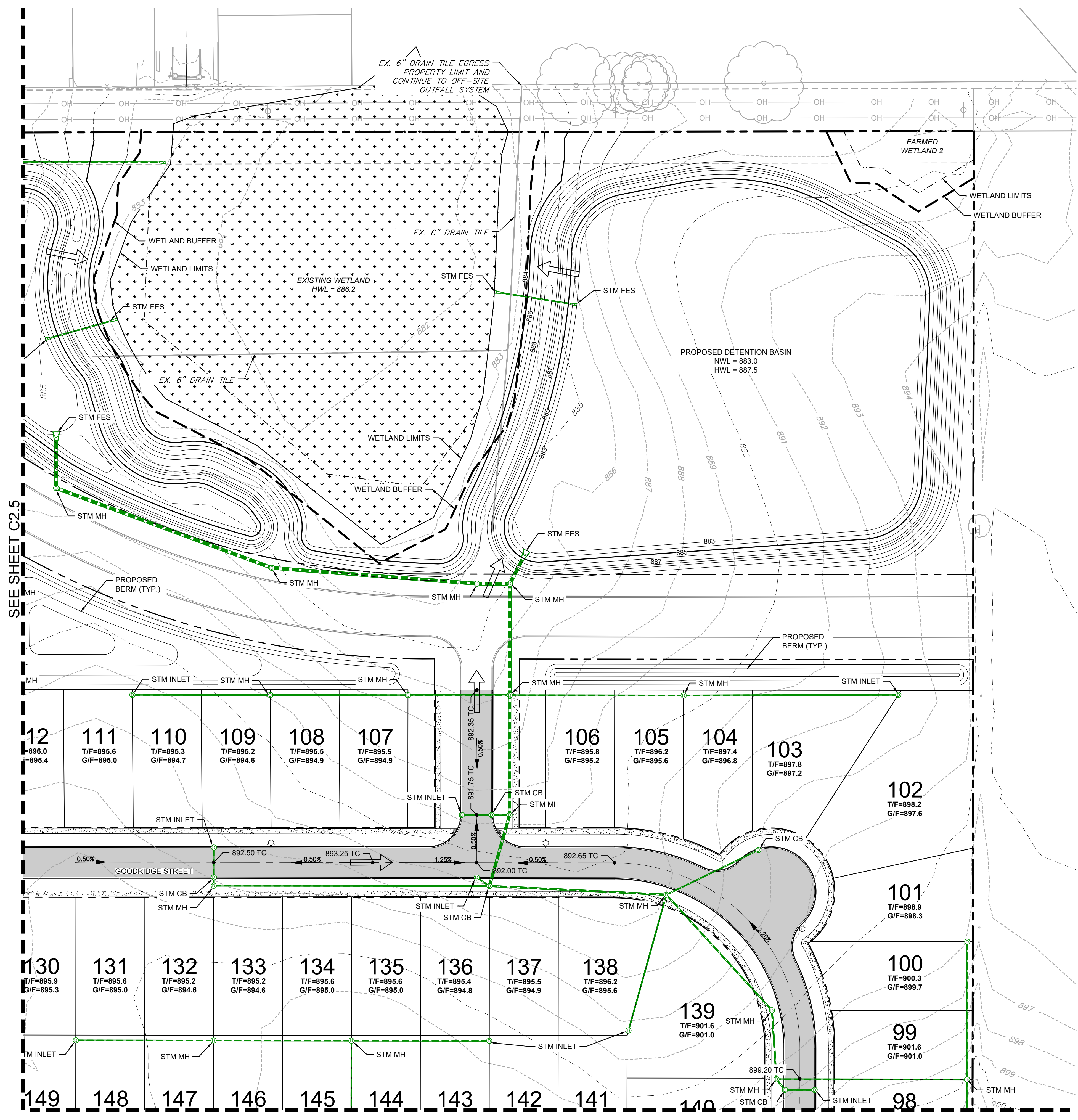
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PRELIMINARY ENGINEERING FOR
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CENTRAL PARK BLVD
HUNTLEY, ILLINOIS

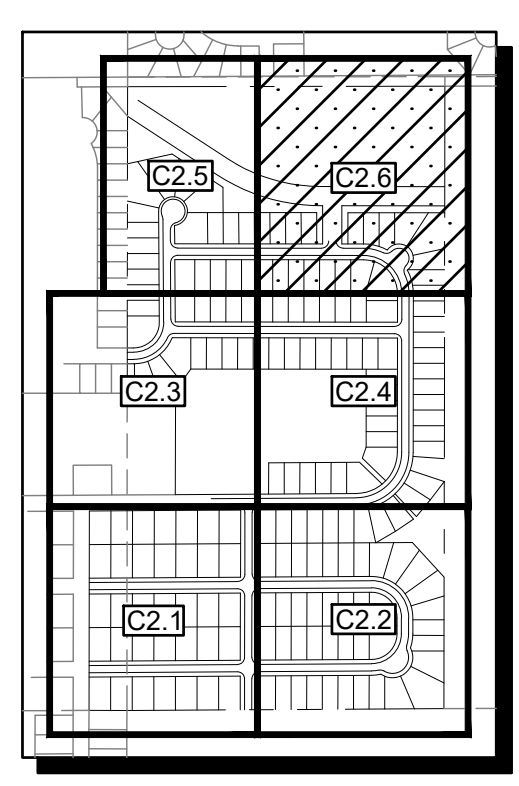
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SHEET NUMBER
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8 OF 16



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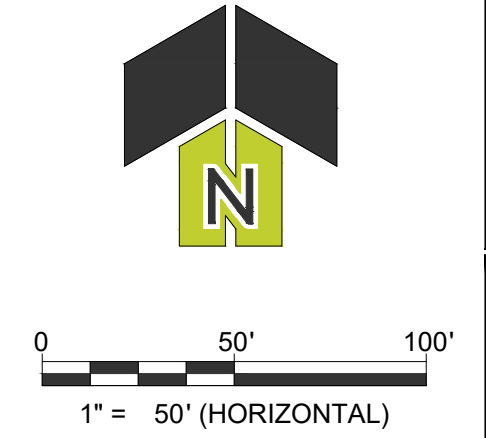
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PRELIMINARY ENGINEERING FOR
**CIDER GROVE SUBDIVISION
UNIT 2**
CENTRAL PARK BLVD
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DRAINAGE
PLAN**

SHEET NUMBER
C2.6
9 OF 16





REVISIONS	DATE	DESCRIPTION

PRELIMINARY ENGINEERING FOR
CIDER GROVE SUBDIVISION
UNIT 2
 CENTRAL PARK BLVD
 HUNTLEY, ILLINOIS

PROJ NO: 190041
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 DATE: 12/24/20

SHEET TITLE
OVERALL UTILITY PLAN

SHEET NUMBER
C3.0
 10 OF 16

SEE SHEET C3.6
 FOR DETAILED
 UTILITY PLAN

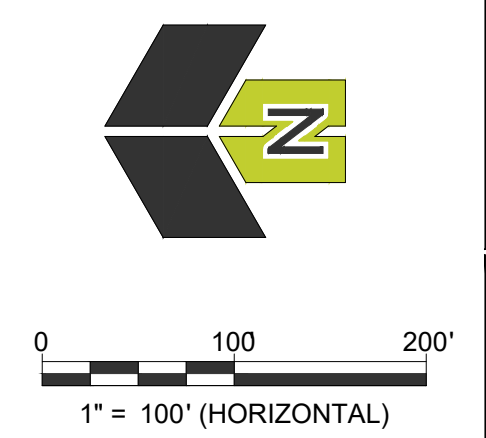
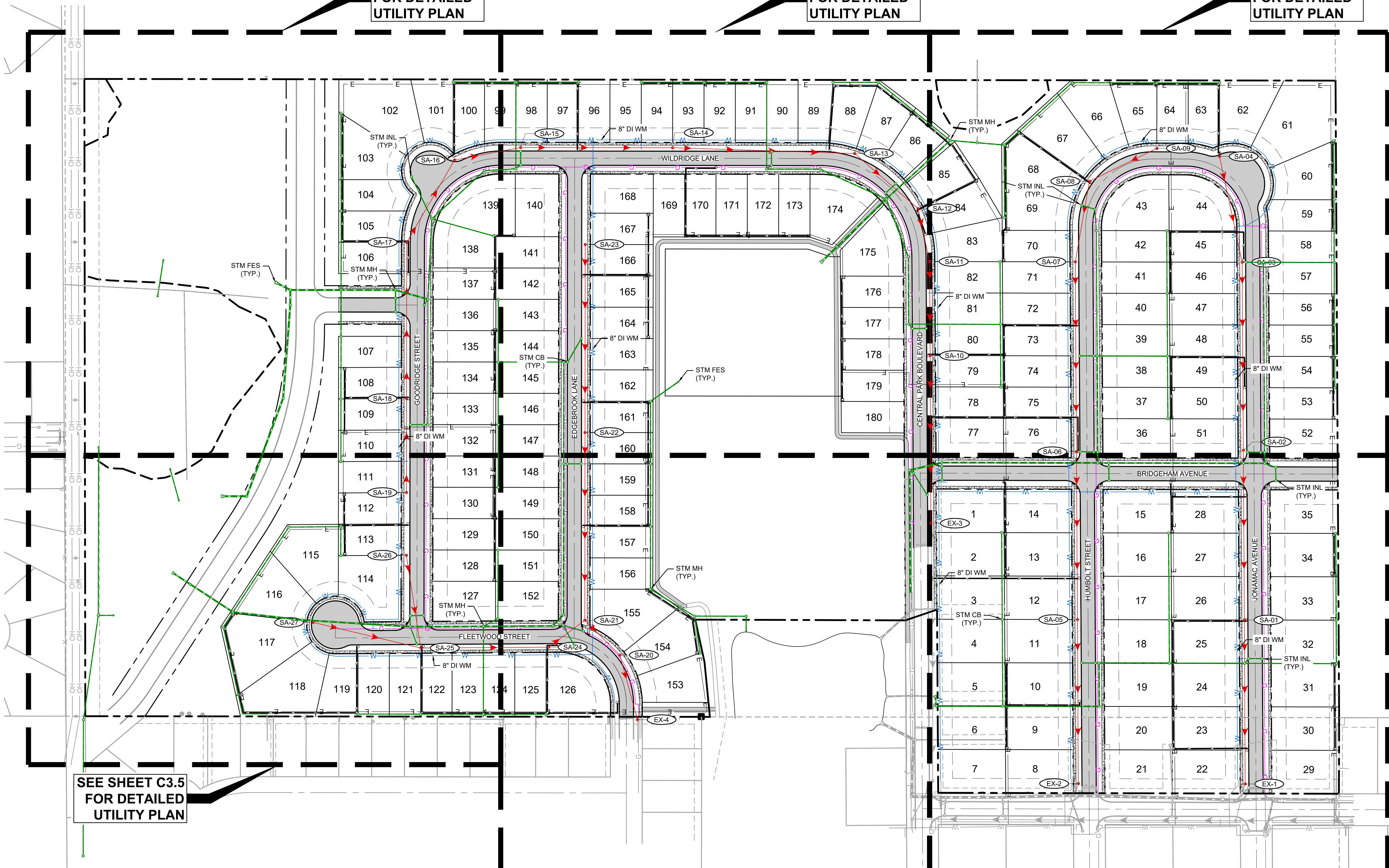
SEE SHEET C3.4
 FOR DETAILED
 UTILITY PLAN

SEE SHEET C3.2
 FOR DETAILED
 UTILITY PLAN

SEE SHEET C3.5
 FOR DETAILED
 UTILITY PLAN

SEE SHEET C3.4
 FOR DETAILED
 UTILITY PLAN

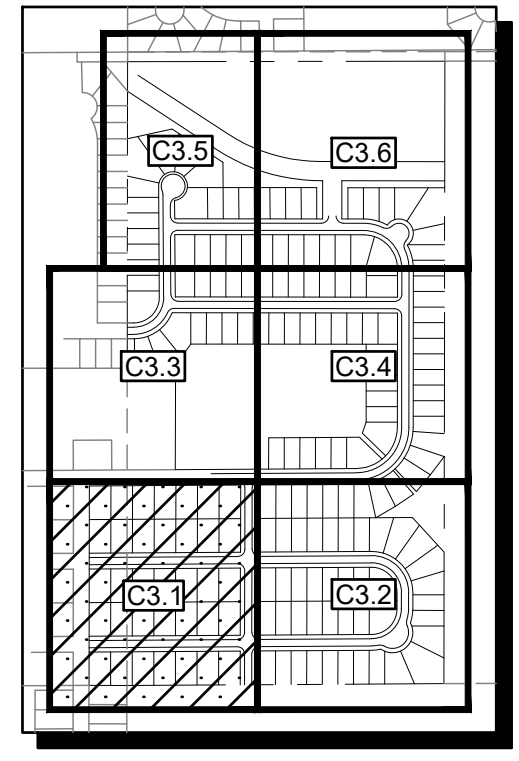
SEE SHEET C3.1
 FOR DETAILED
 UTILITY PLAN





SEE SHEET C3.3

SEE SHEET C3.2



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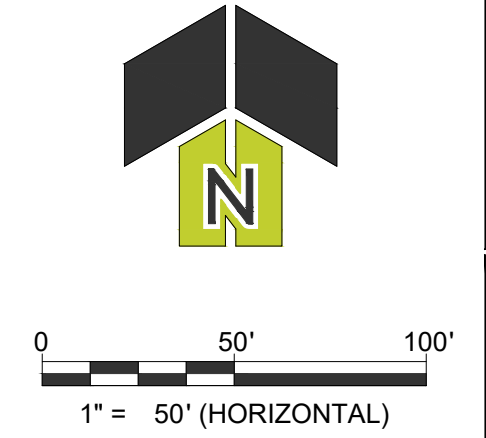
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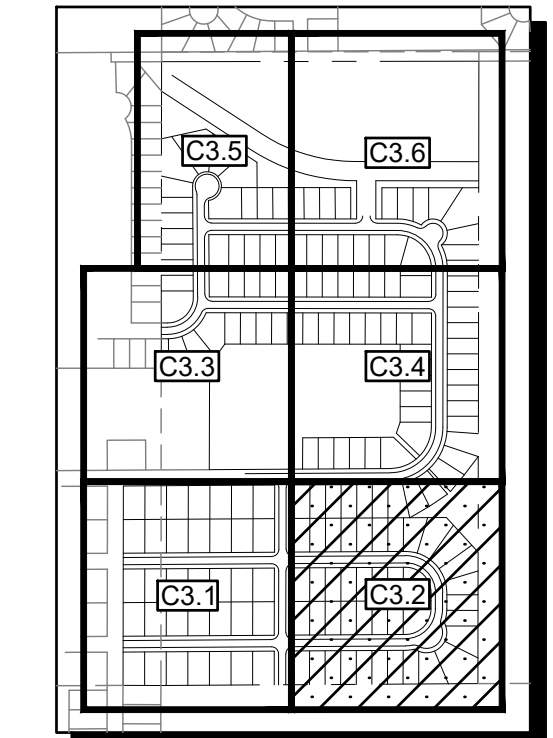
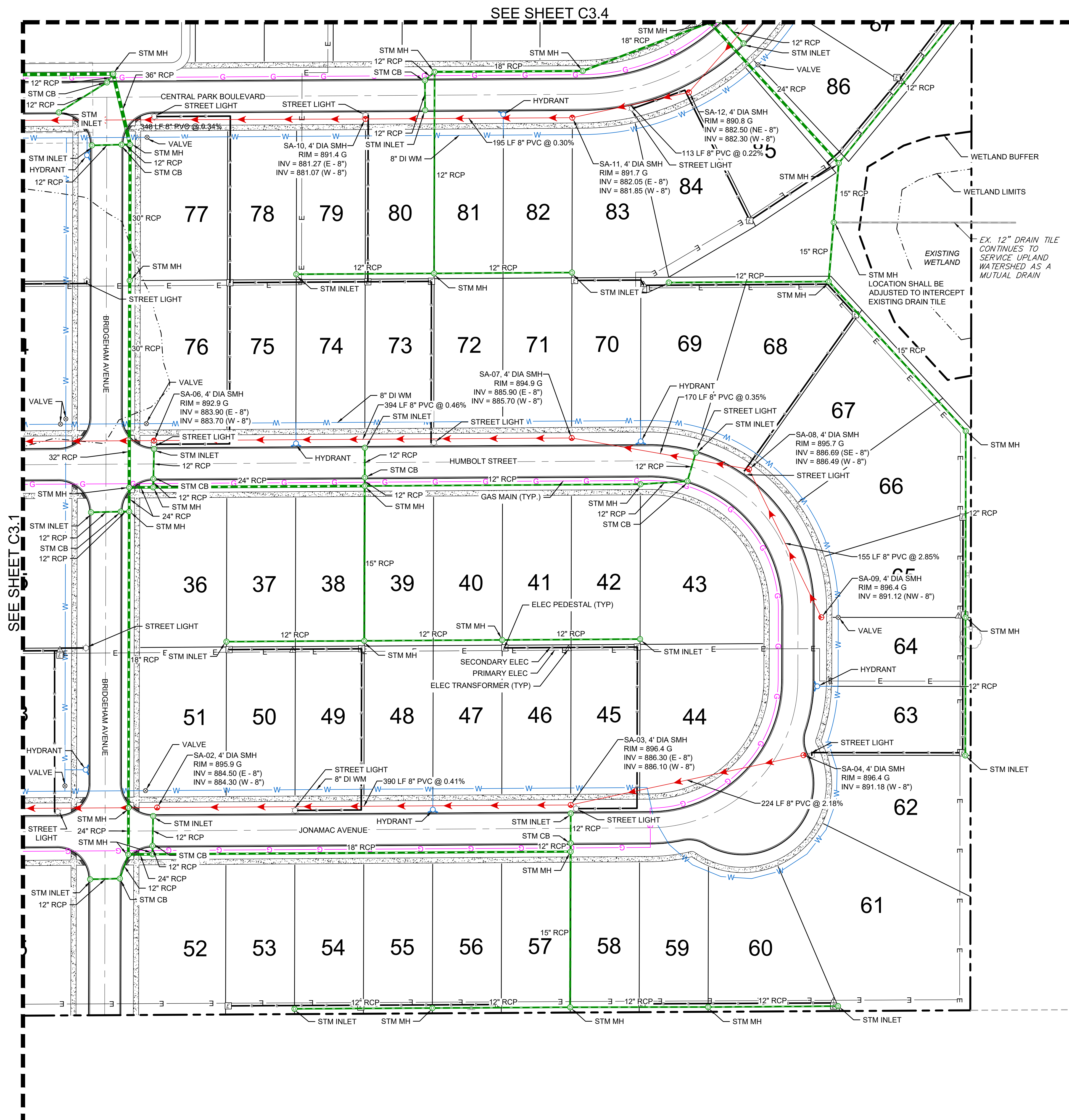
PRELIMINARY ENGINEERING FOR
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UNIT 2
CENTRAL PARK BLVD
HUNTLEY, ILLINOIS

PROJ NO: 190041
ENG: AMS
DATE: 12/24/20

SHEET TITLE
DETAILED UTILITY PLAN

SHEET NUMBER
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11 OF 16





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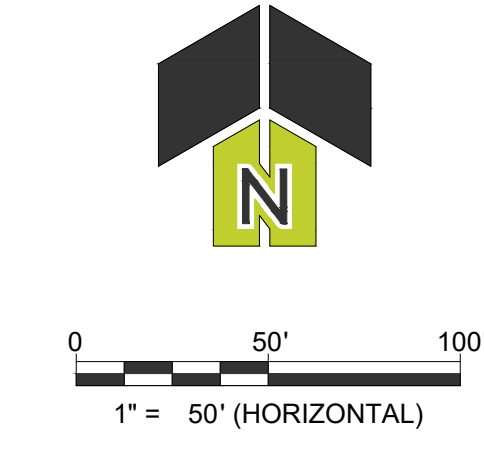
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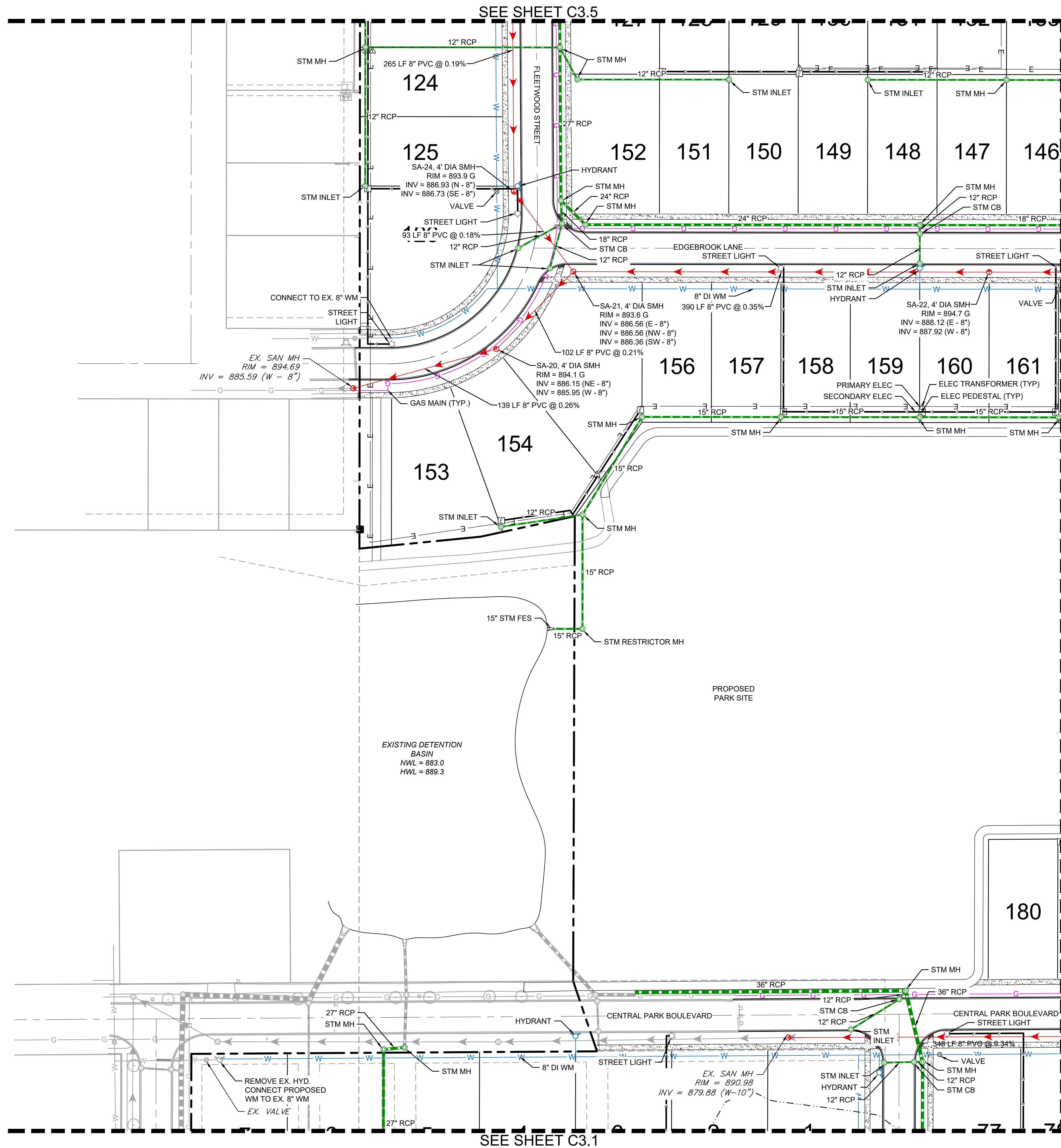
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 HUNTLEY, ILLINOIS

PROJ NO: 190041
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 DATE: 12/24/20

SHEET TITLE
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SHEET NUMBER
C3.2
 12 OF 16

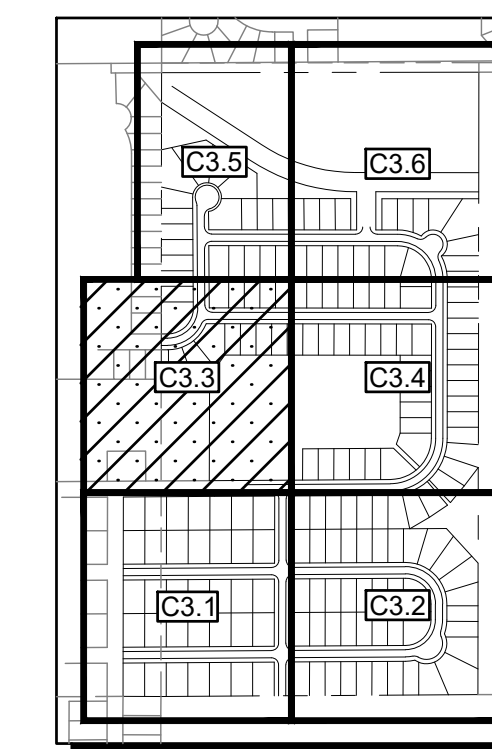




SEE SHEET C3.5

SEE SHEET C3.1

SEE SHEET C3.4



KEYMAP



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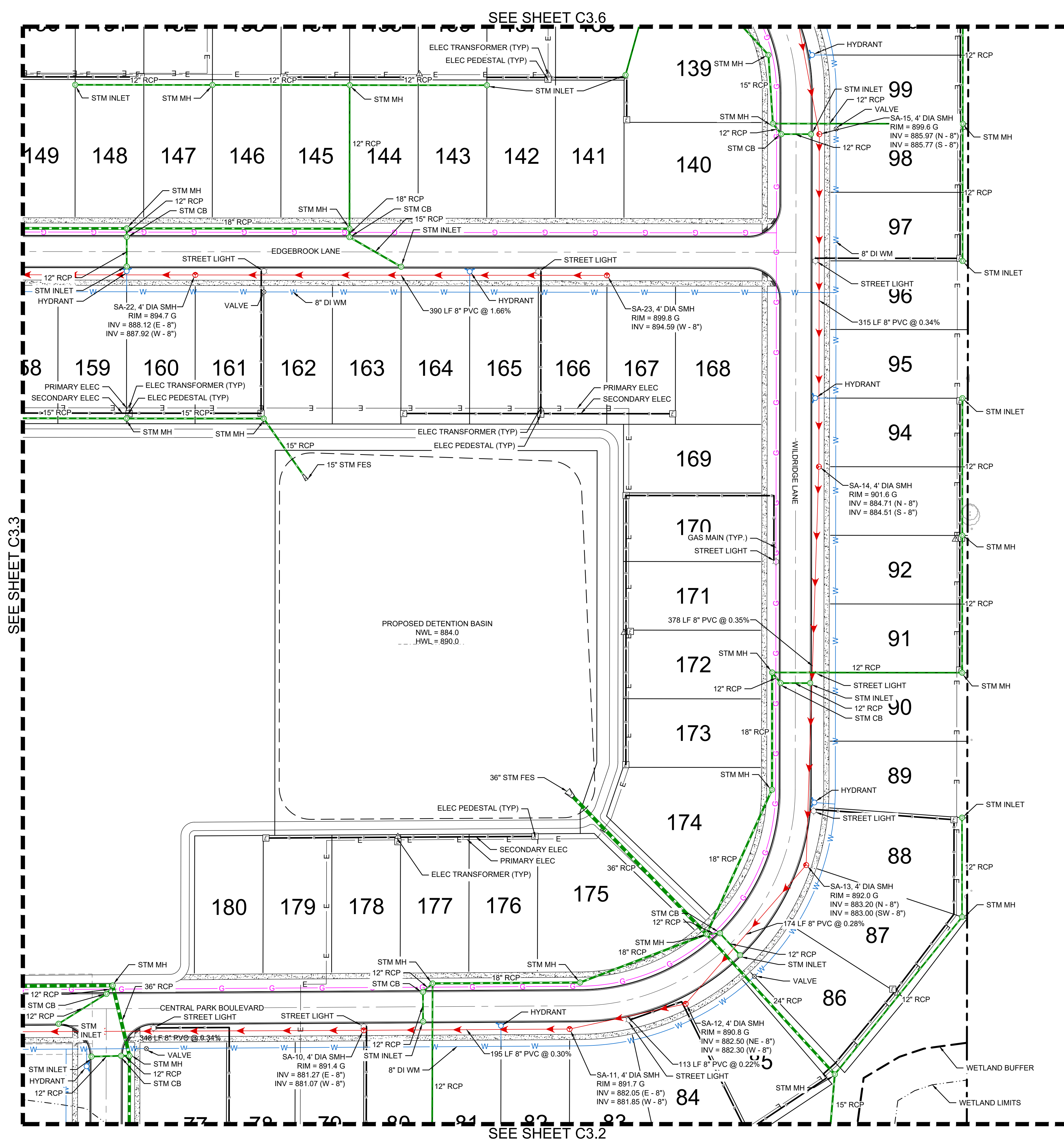
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SHEET TITLE
**DETAILED
 UTILITY PLAN**

SHEET NUMBER
C3.3
 13 OF 16

3110 WOODCREEK DRIVE
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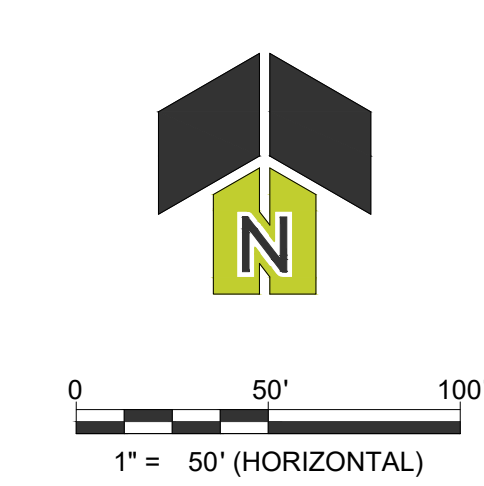
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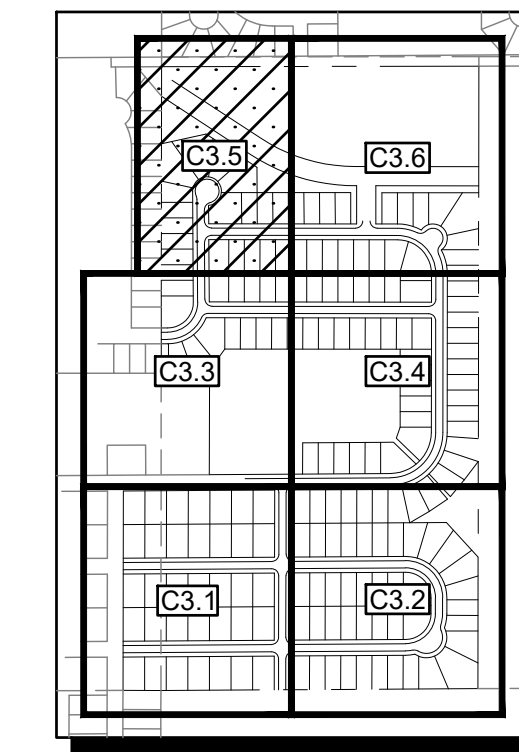
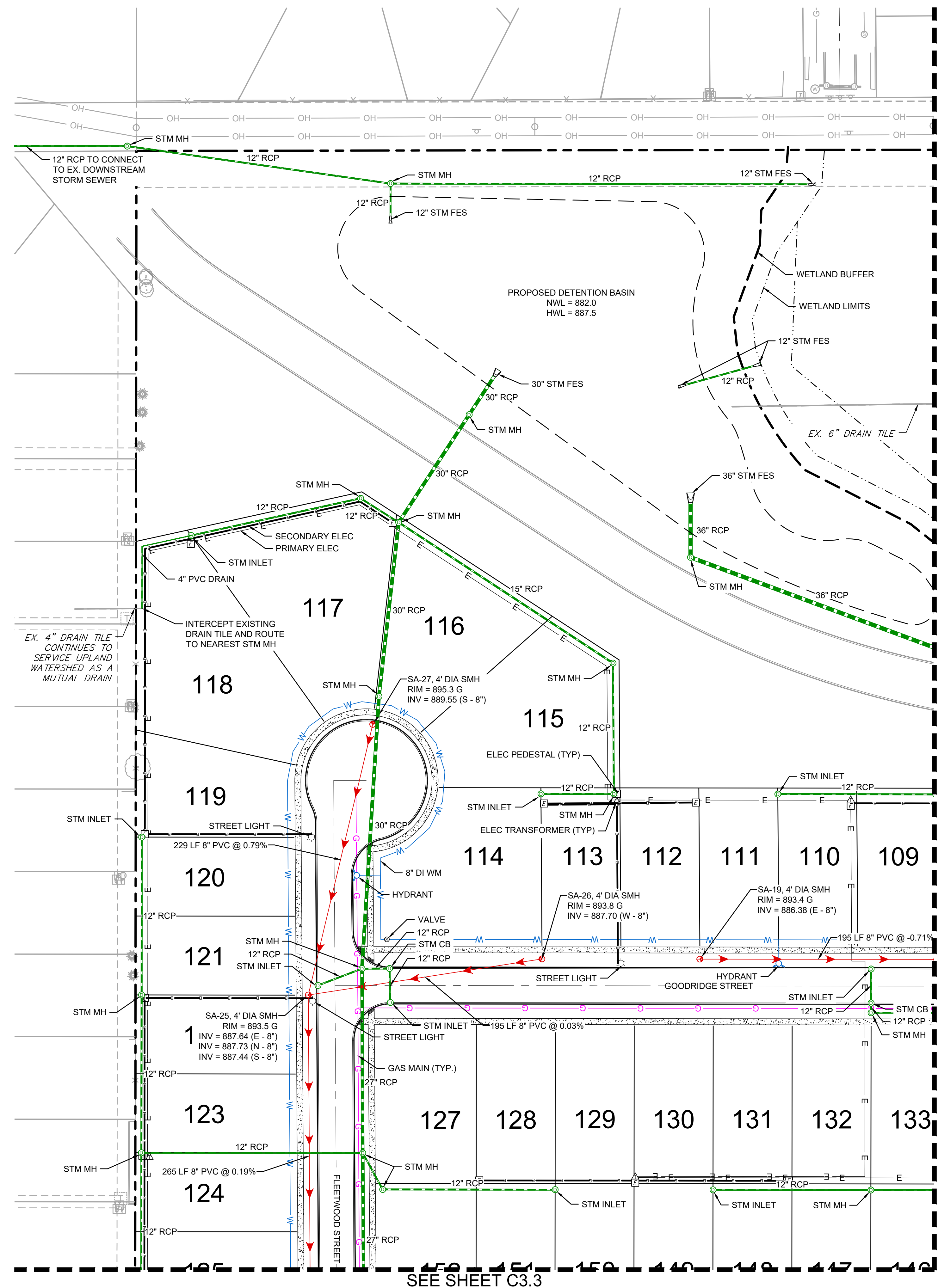
PRELIMINARY ENGINEERING FOR
**CIDER GROVE SUBDIVISION
UNIT 2**
CENTRAL PARK BLVD
HUNTLEY, ILLINOIS

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SHEET TITLE
**DETAILED
UTILITY PLAN**

SHEET NUMBER
C3.4
14 OF 16





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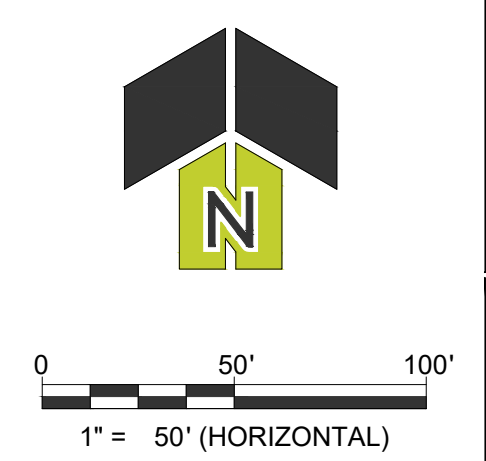
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PRELIMINARY ENGINEERING FOR
CIDER GROVE SUBDIVISION
UNIT 2
 CENTRAL PARK BLVD
 HUNTLEY, ILLINOIS

PROJ NO: 190041
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 DATE: 12/24/20

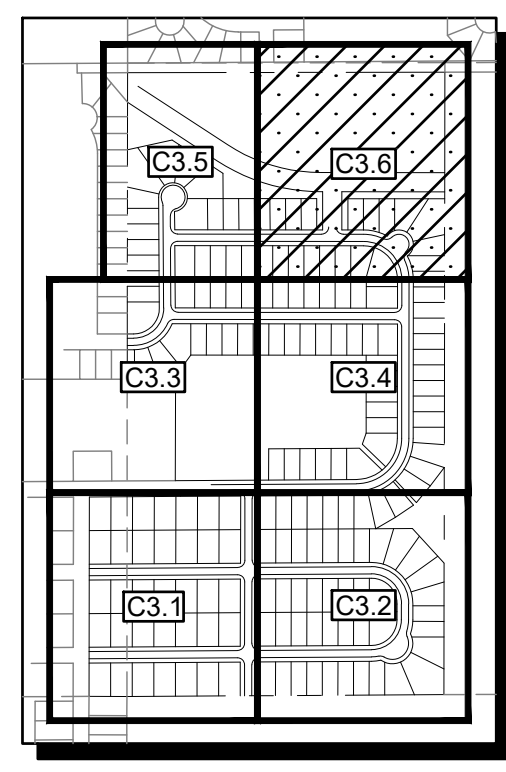
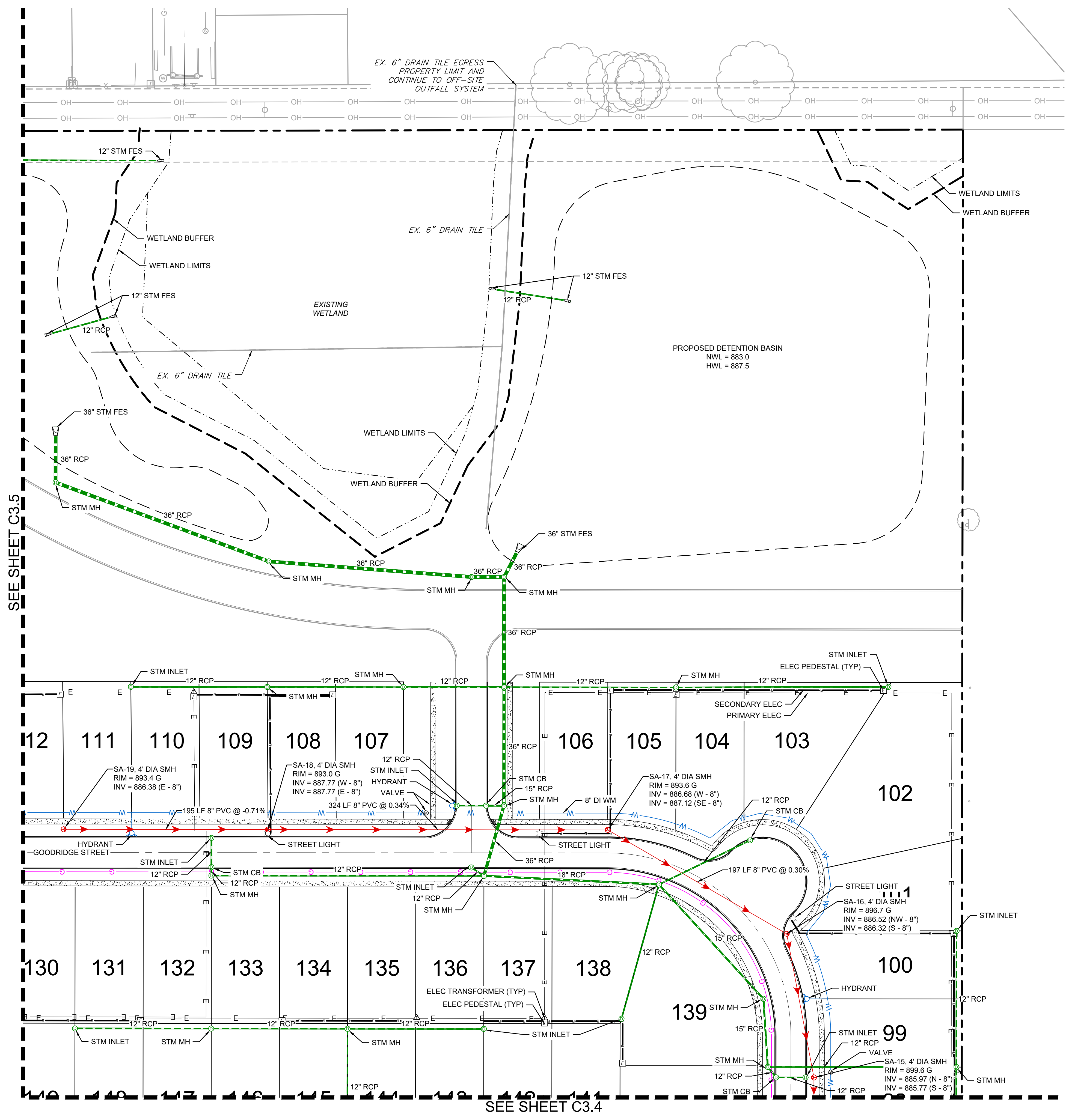
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DETAILED UTILITY PLAN

SHEET NUMBER
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 15 OF 16



SEE SHEET C3.6

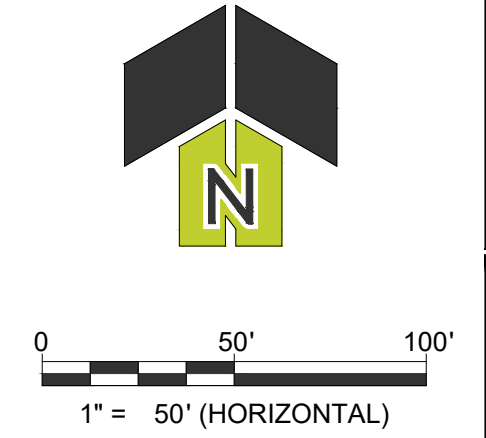
SEE SHEET C3.3



KEYMAP

SEE SHEET C3.5

SEE SHEET C3.4



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Cider Grove

Huntley, IL

New Construction Elevations

March 2021

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Plan Summary

Plan Name	SqFt	Garage Condition	Description
Fairfield	1,970	Flush	One Story; 4 bedroom; 2 bath; 3 car garage
Bellamy	2,051	Forward	Two-story; 4 bedrooms; 2 1/2 baths; 2 car garage
Pendleton	2,155	Forward	Two-story; 3 bedrooms; Loft; 2 1/2 baths; 2 car garage
Holcombe	2,356	Flush	Two-story; 4 bedrooms; 2 1/2 baths; 2 car garage
Bridgestone	2,550	Forward	Two-story; 4 bedrooms; Loft; 2 1/2 baths; 2 car garage
Henley	2,600	Forward	Two-story; 4 bedrooms; Loft; 2 1/2 baths; 2 car garage
Coventry	2,836	Forward	Two-story; 4 bedrooms; Loft; 2 1/2 baths; 2 car garage
X450	3,020	Forward	Two-story; 4 bedrooms; Loft; 2 1/2 baths; 3 car garage

*Brick and stone options will be available on all elevations even though some images do not show these elements





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Fairfield

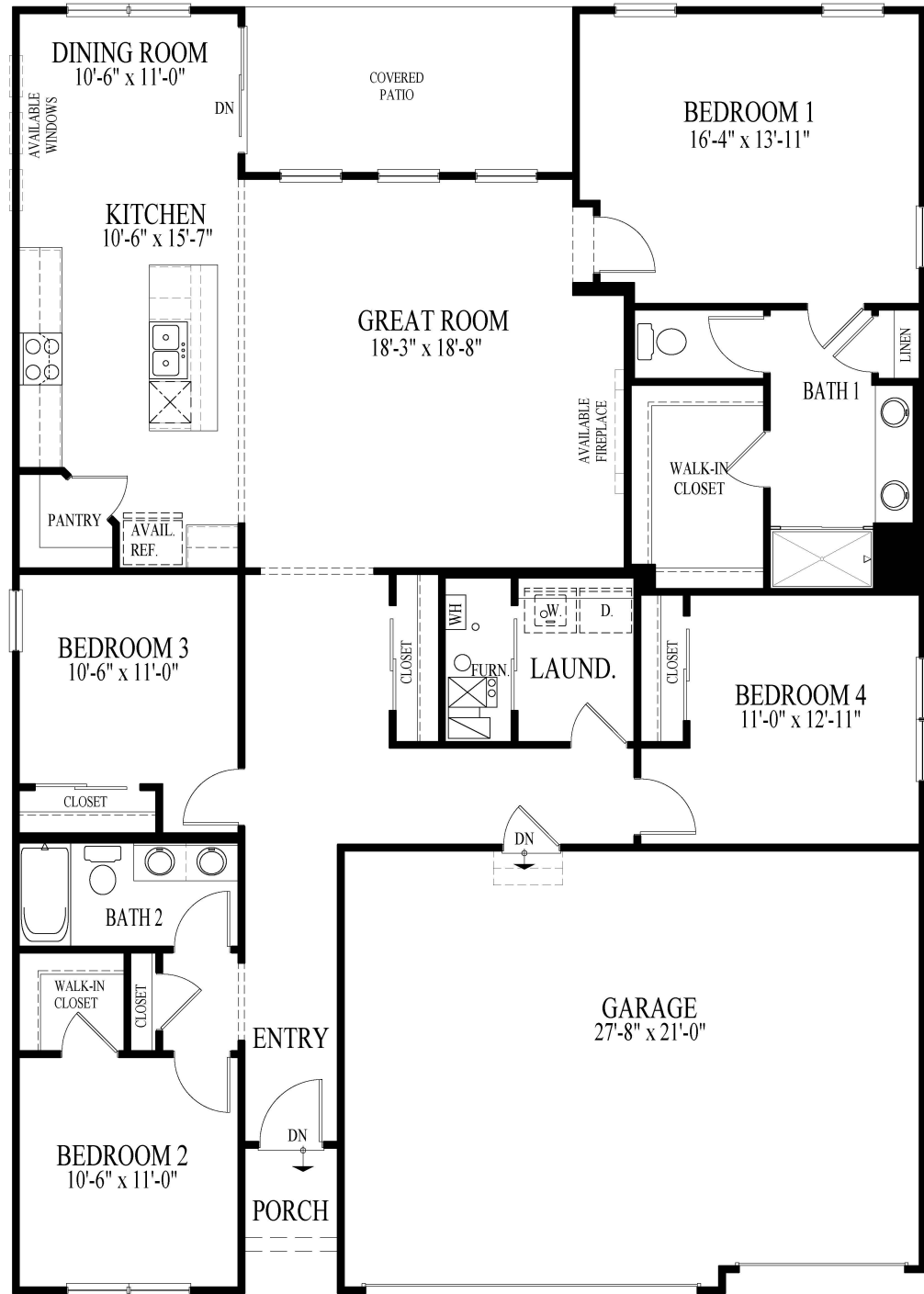
1,970 SF

4 BR

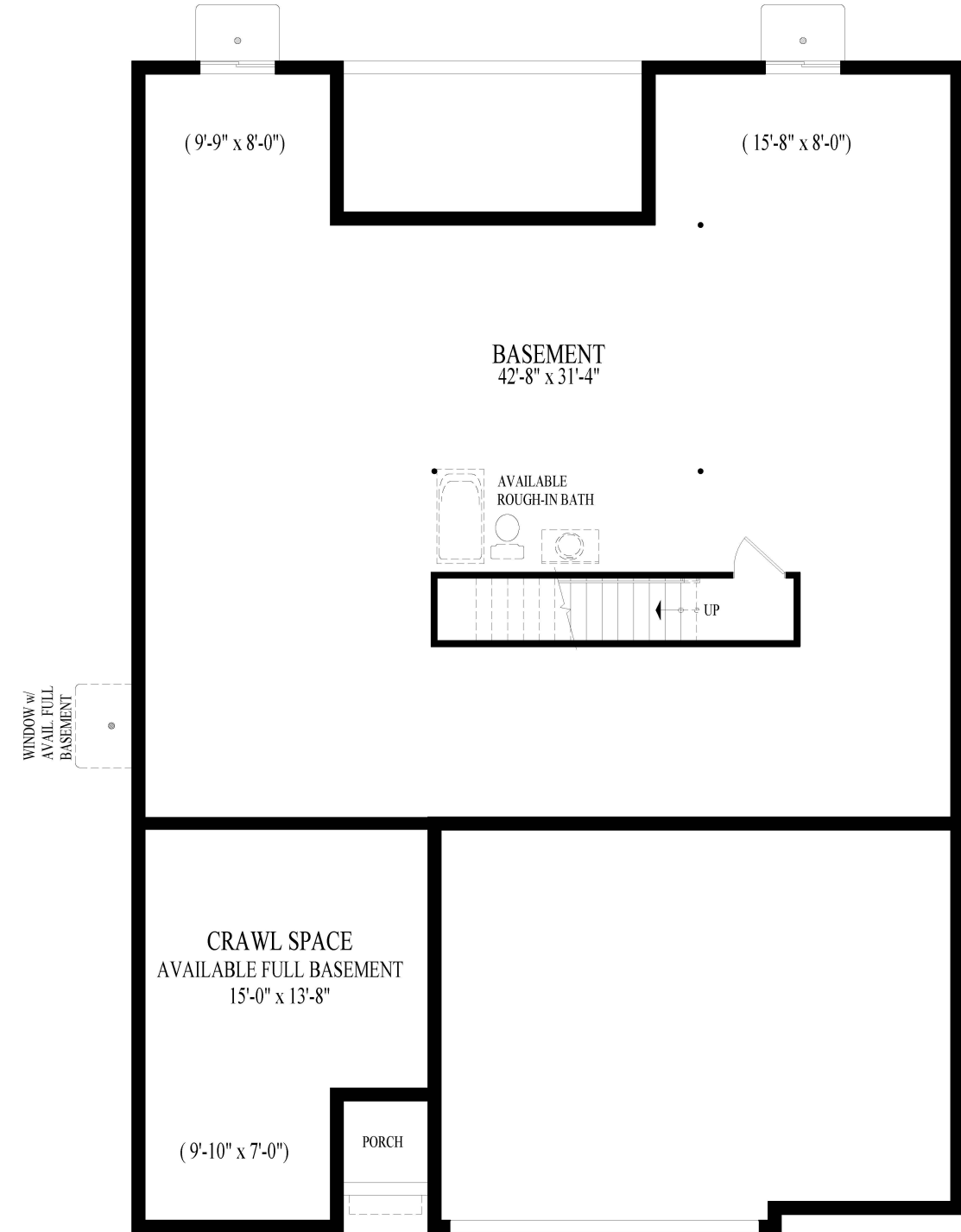
2.5 BA

3 Car Standard

*An option with full masonry around the garage will be available



Main Level



Basement*

*Mechanical and window locations may vary. See a sales representative for details.



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A



B



C

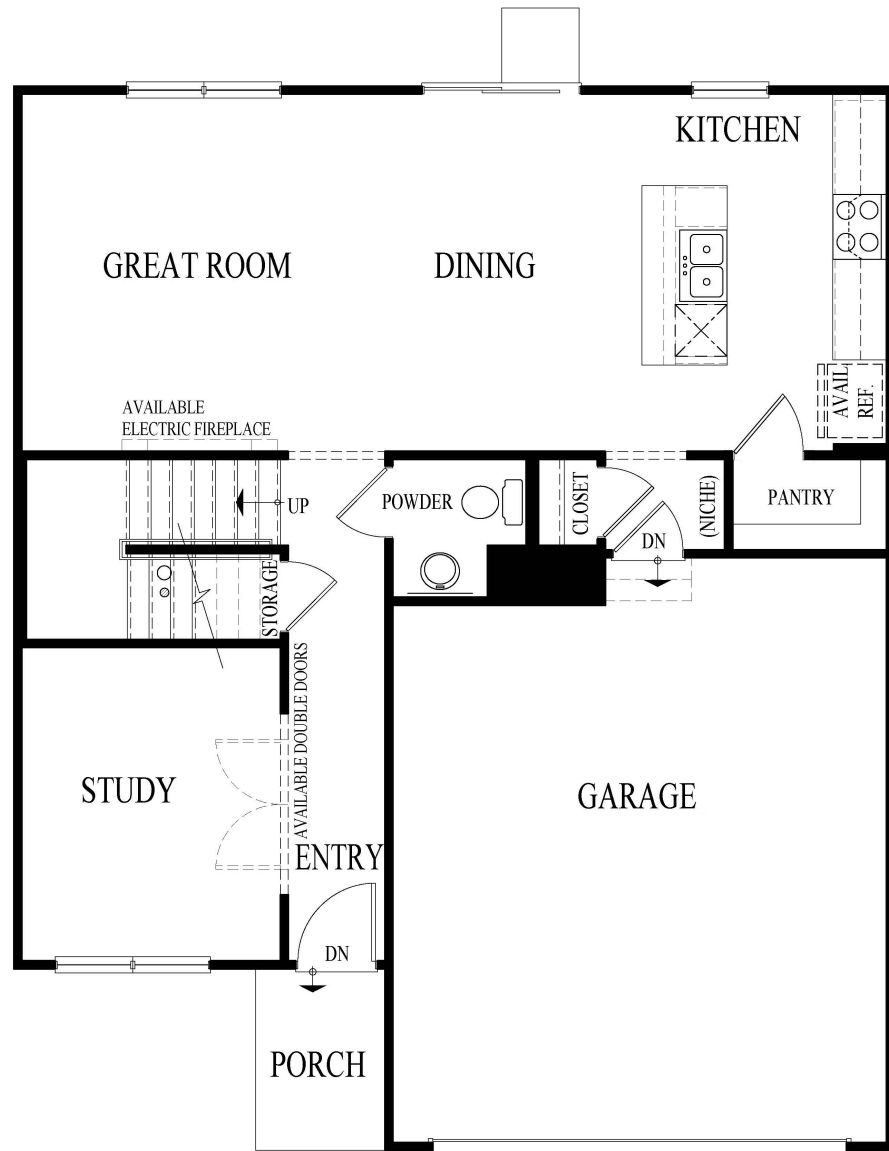
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Bellamy

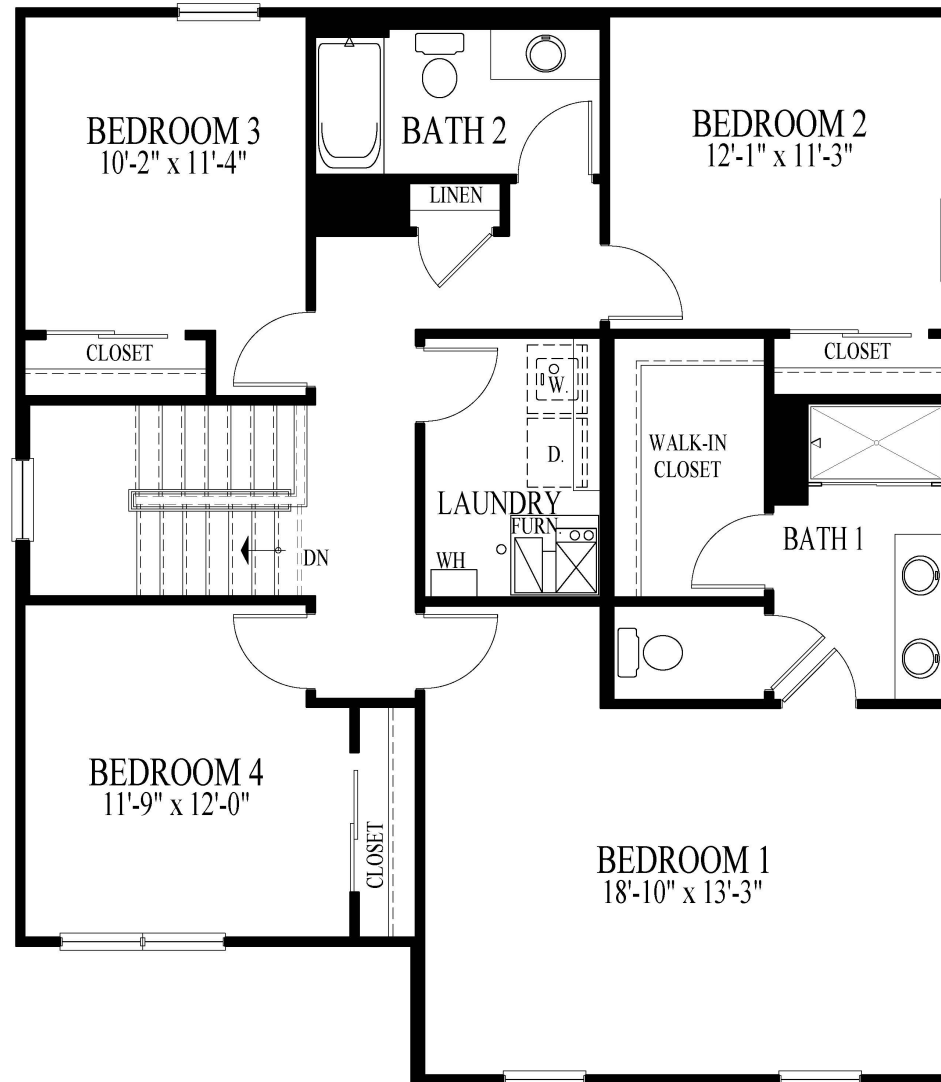
2,051 SF

4 BR

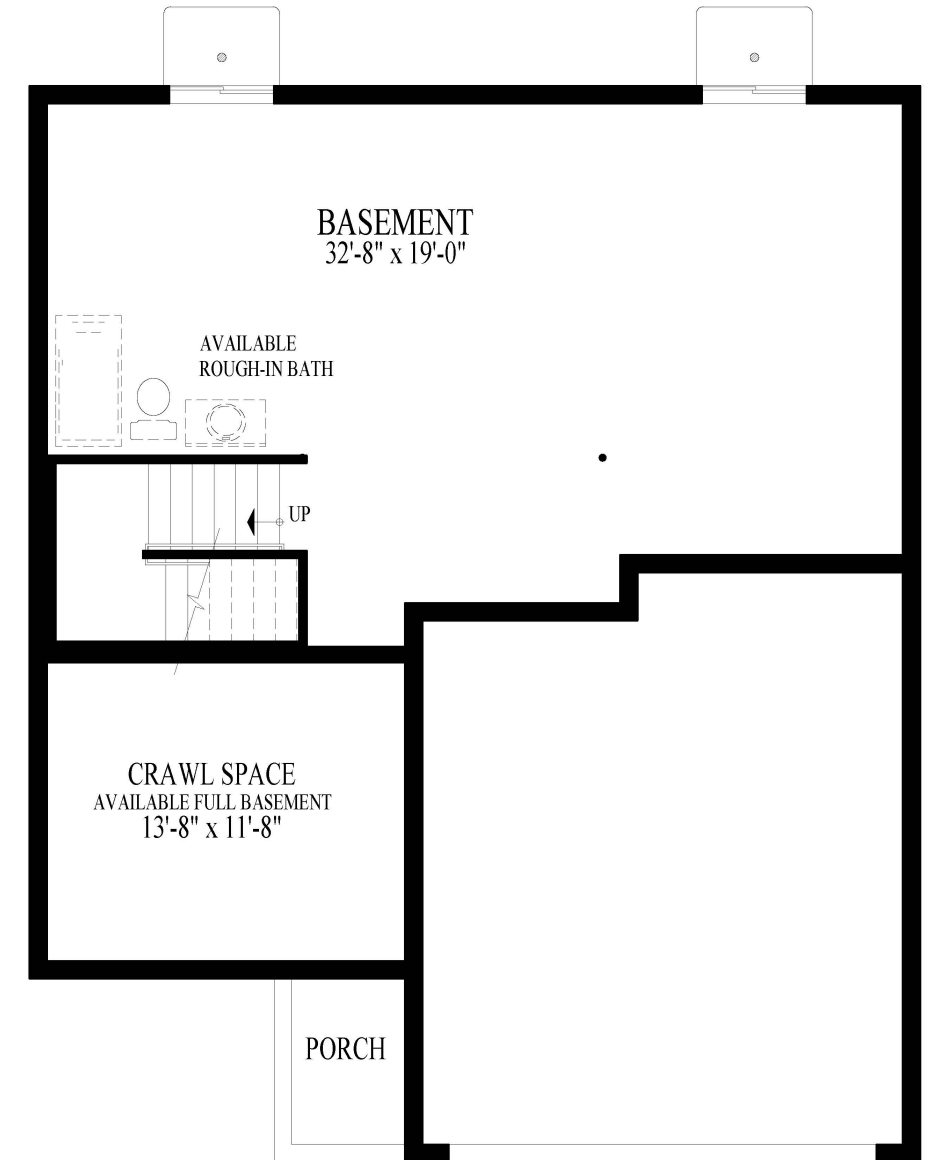
2.5 BA



Main Level



Upper Level



*Mechanical and window well locations may vary. See a sales representative for details.



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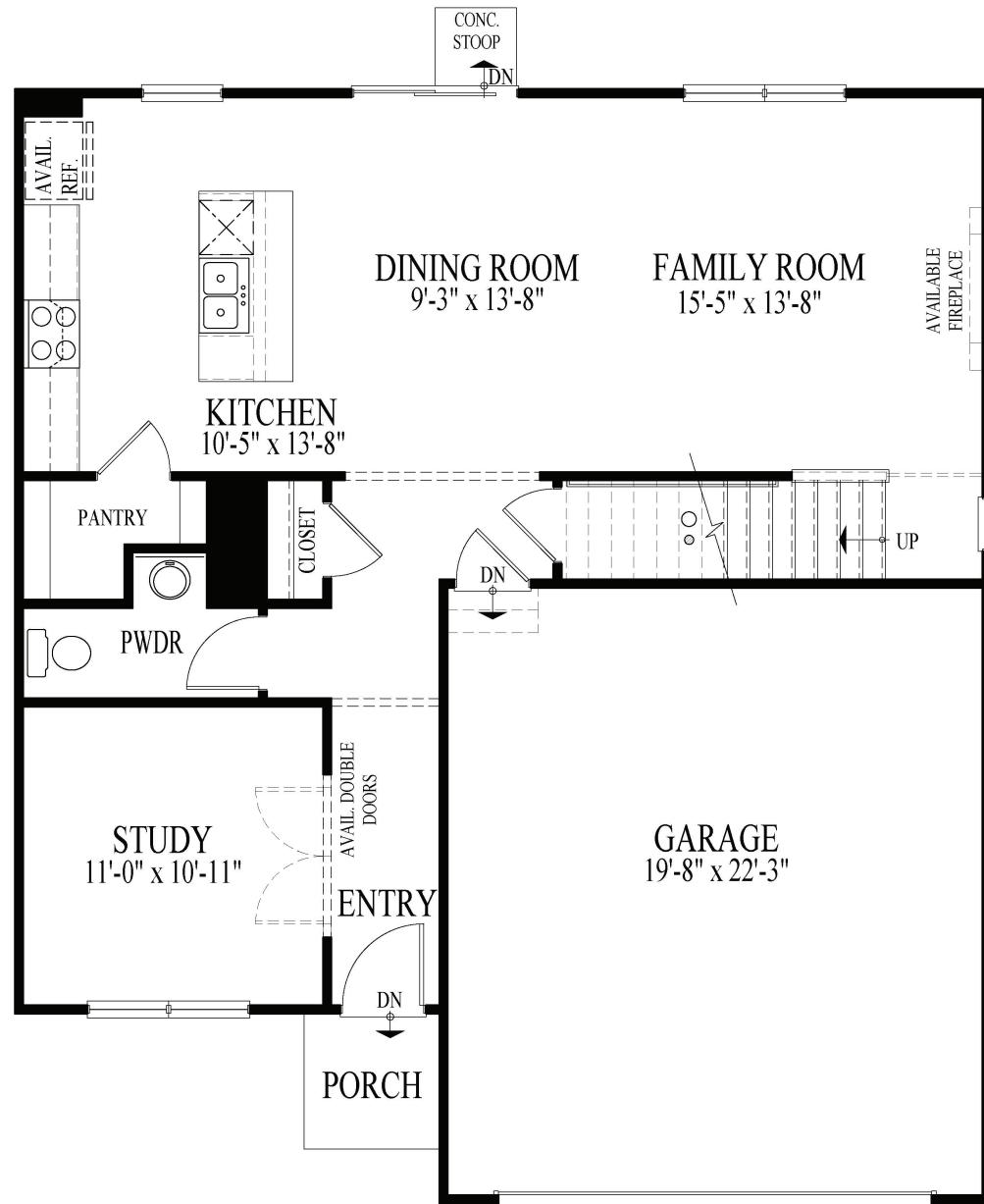
Pendleton

2,155 SF

3 BR + Loft

2.5 BA

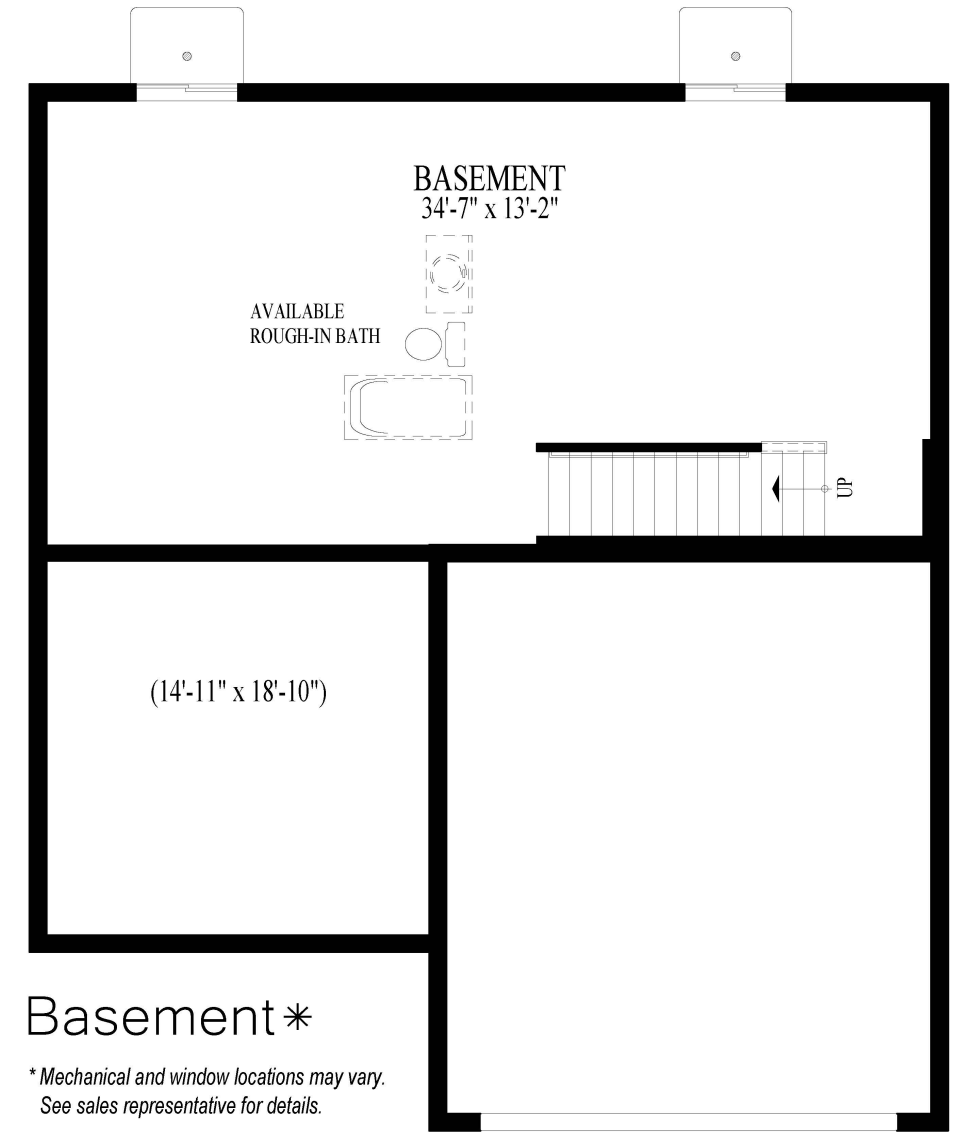
*An option with full masonry around the garage will be available



Main Level



Upper Level



Basement*

*Mechanical and window locations may vary. See sales representative for details.

*Mechanical and window locations may vary. See a sales representative for details.



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A



B



C

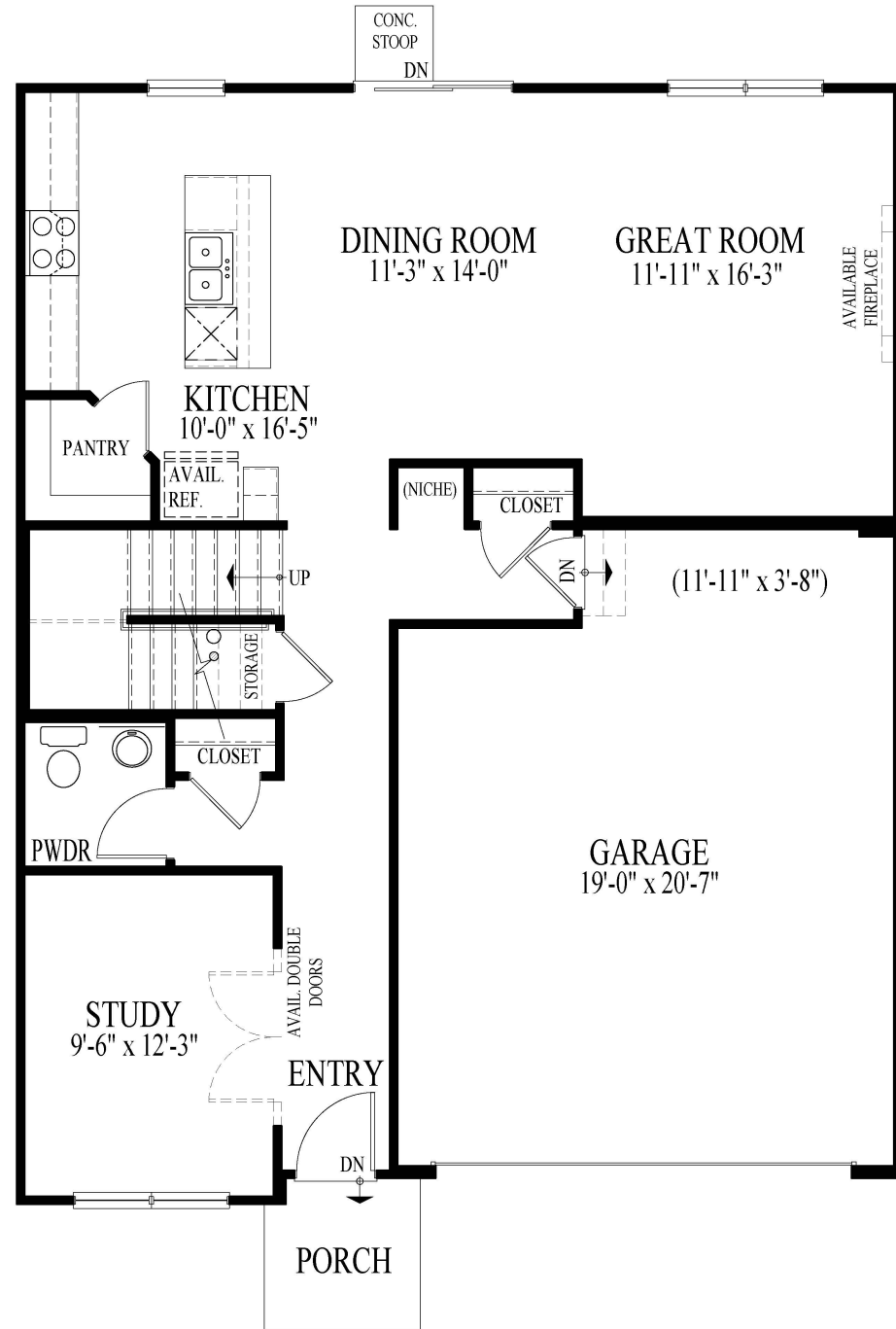
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Holcombe

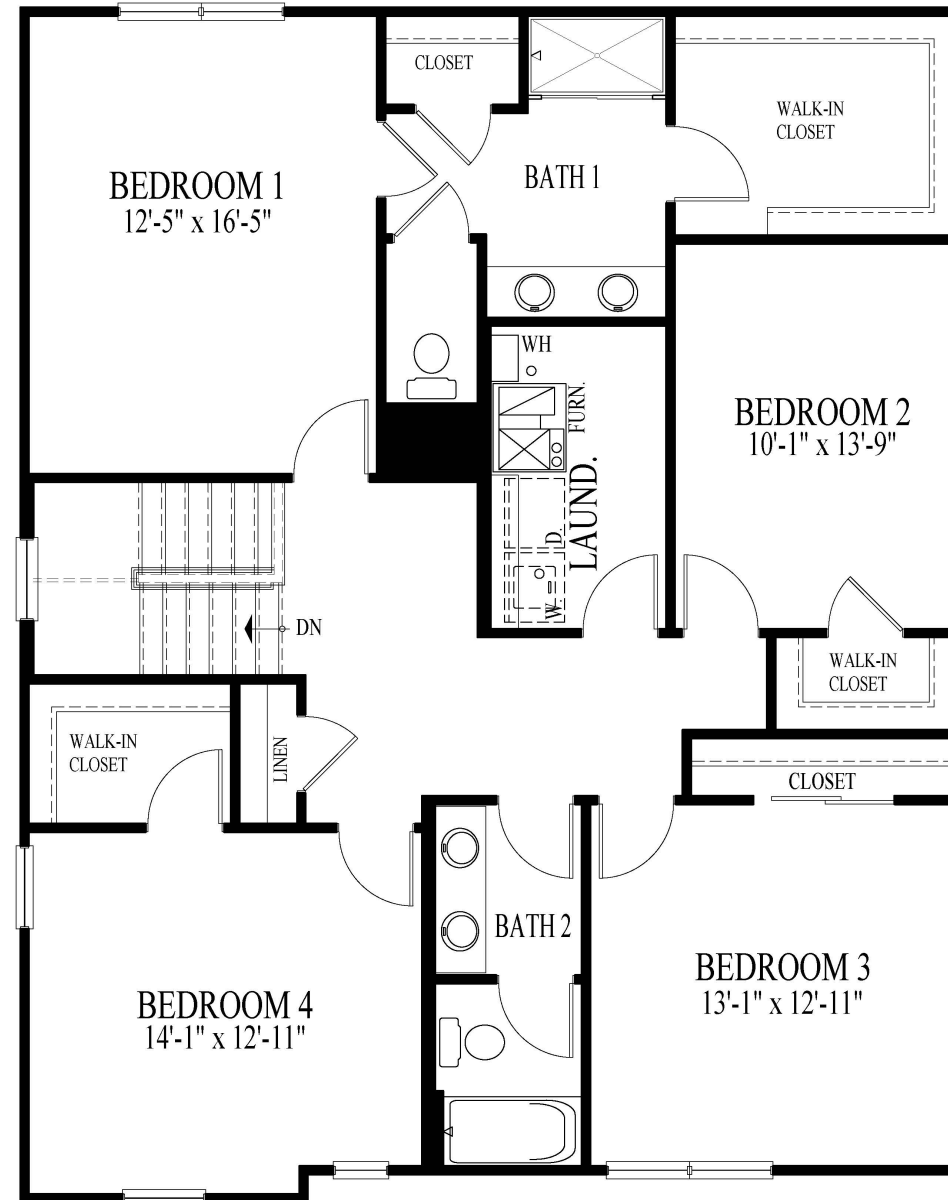
2,356 SF

4 BR

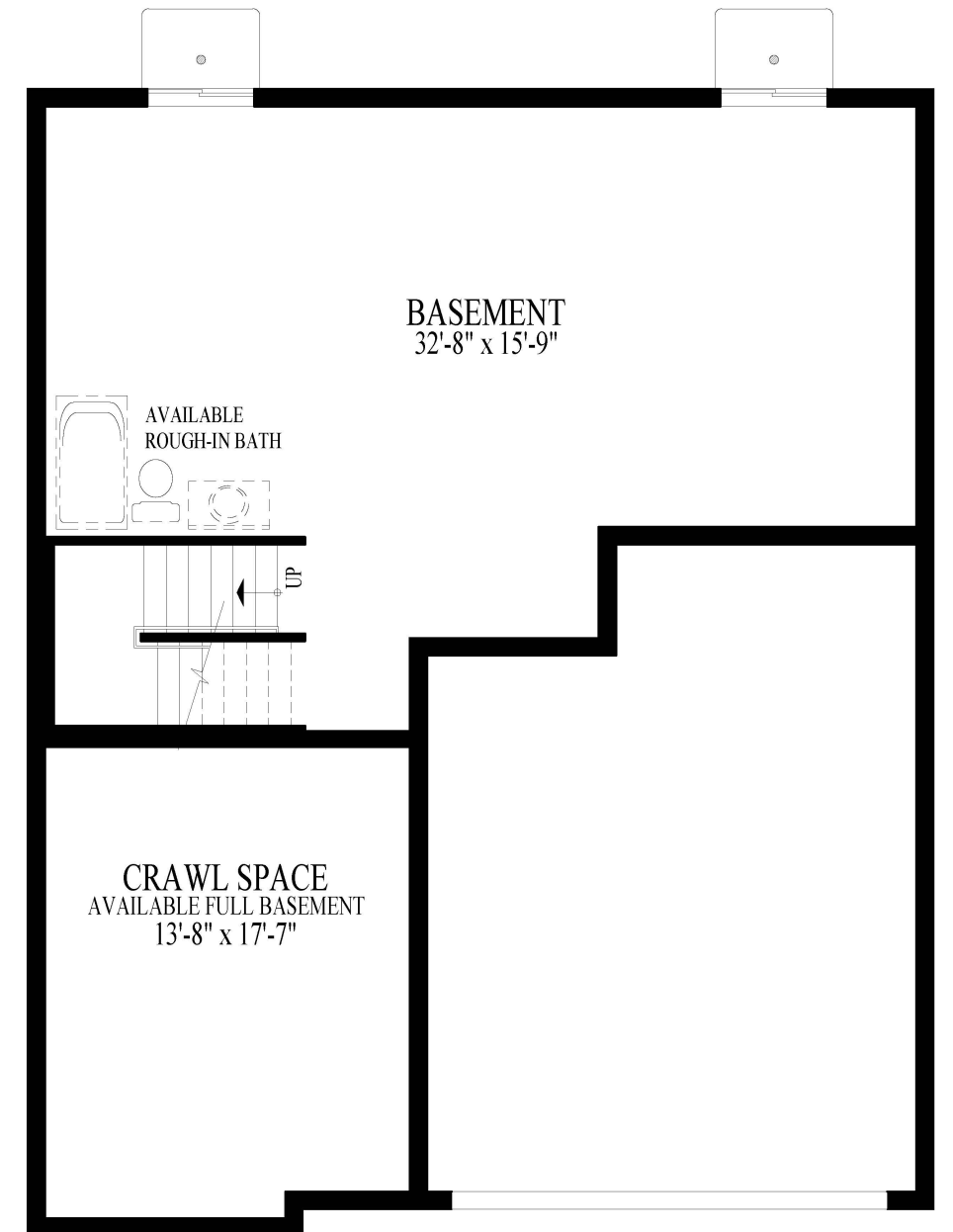
2.5 BA



Main Level



Second Level



*Mechanical and window well locations may vary. See a sales representative for details.



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A



B



C

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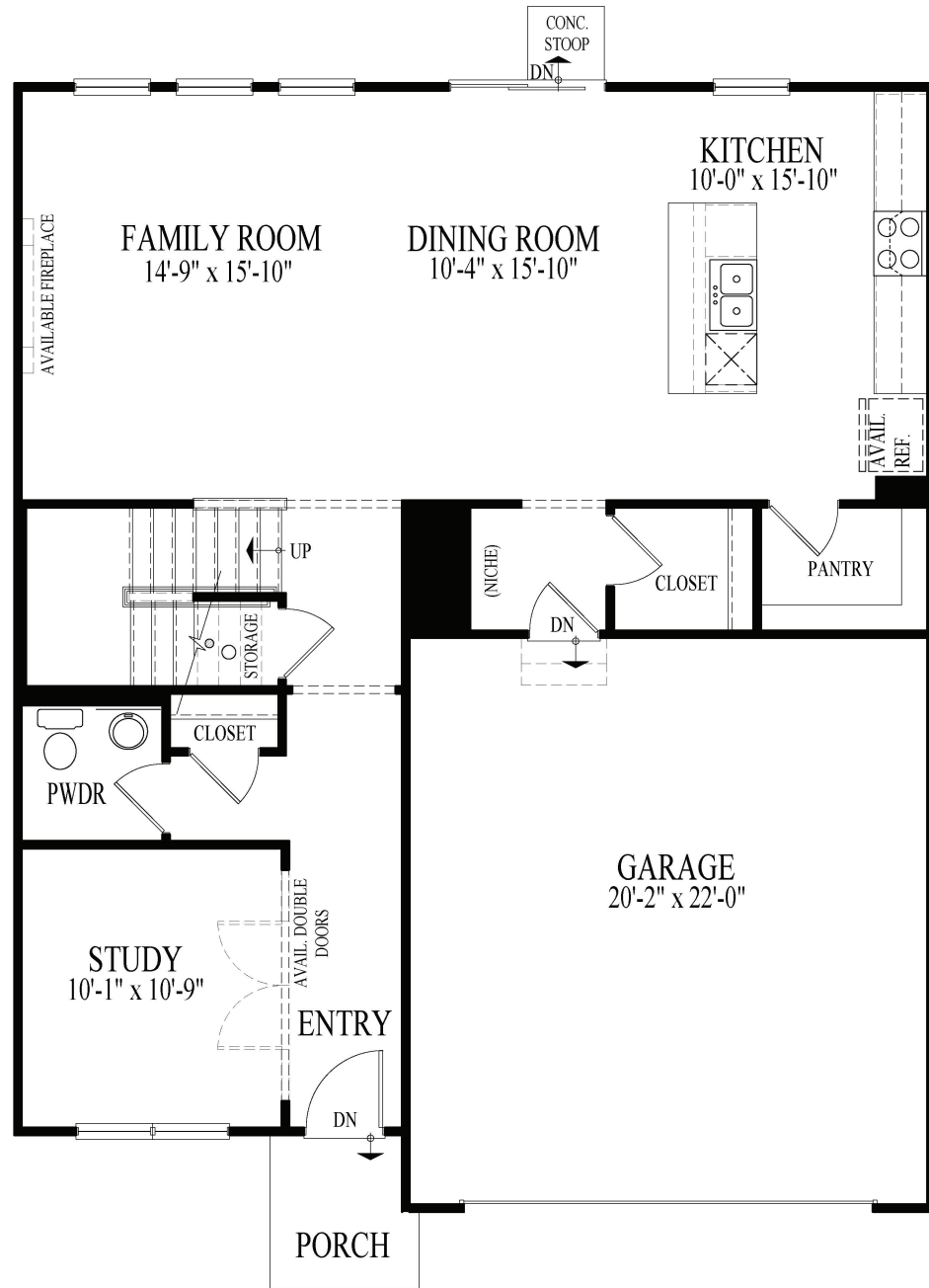
Bridgestone

2,550 SF

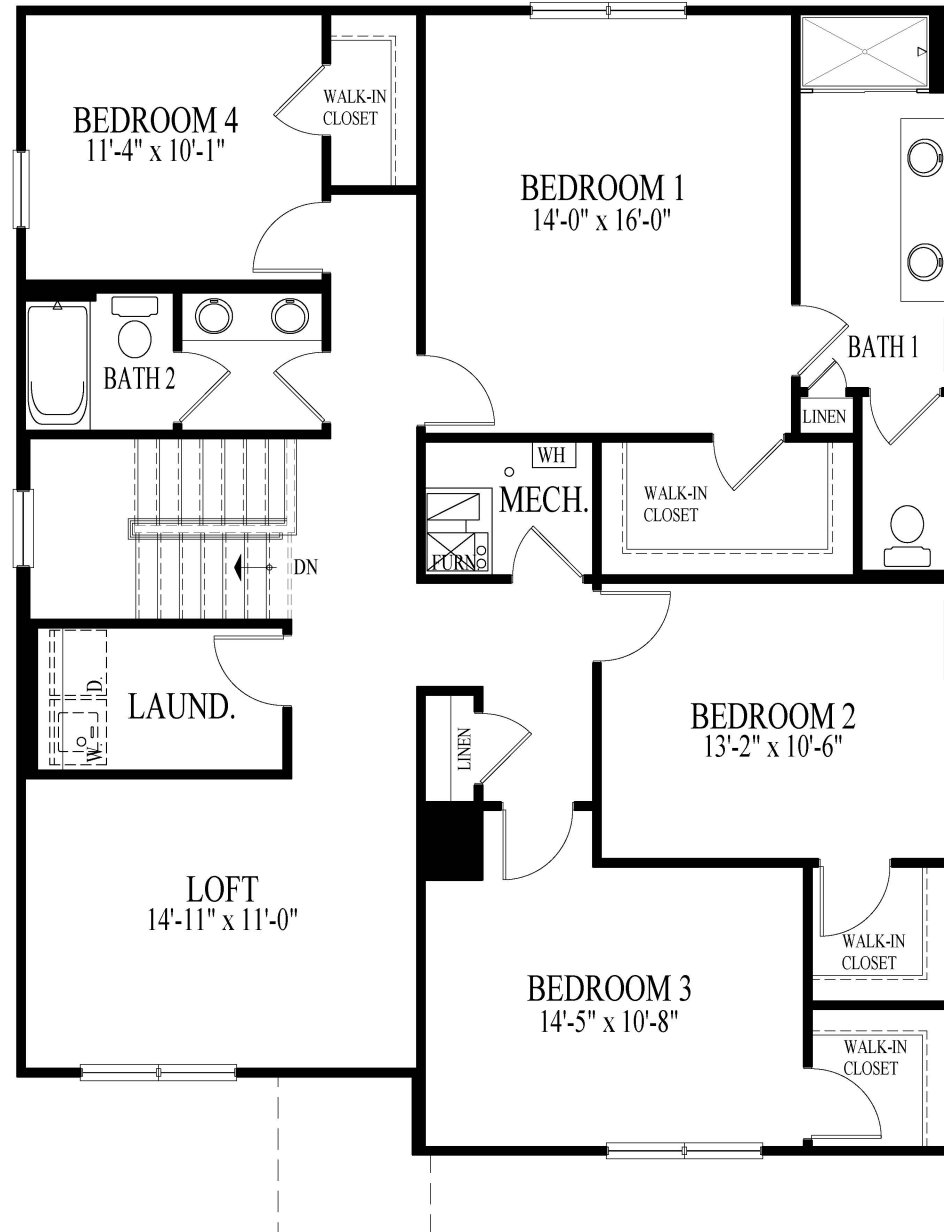
4 BR + Loft

2.5 BA

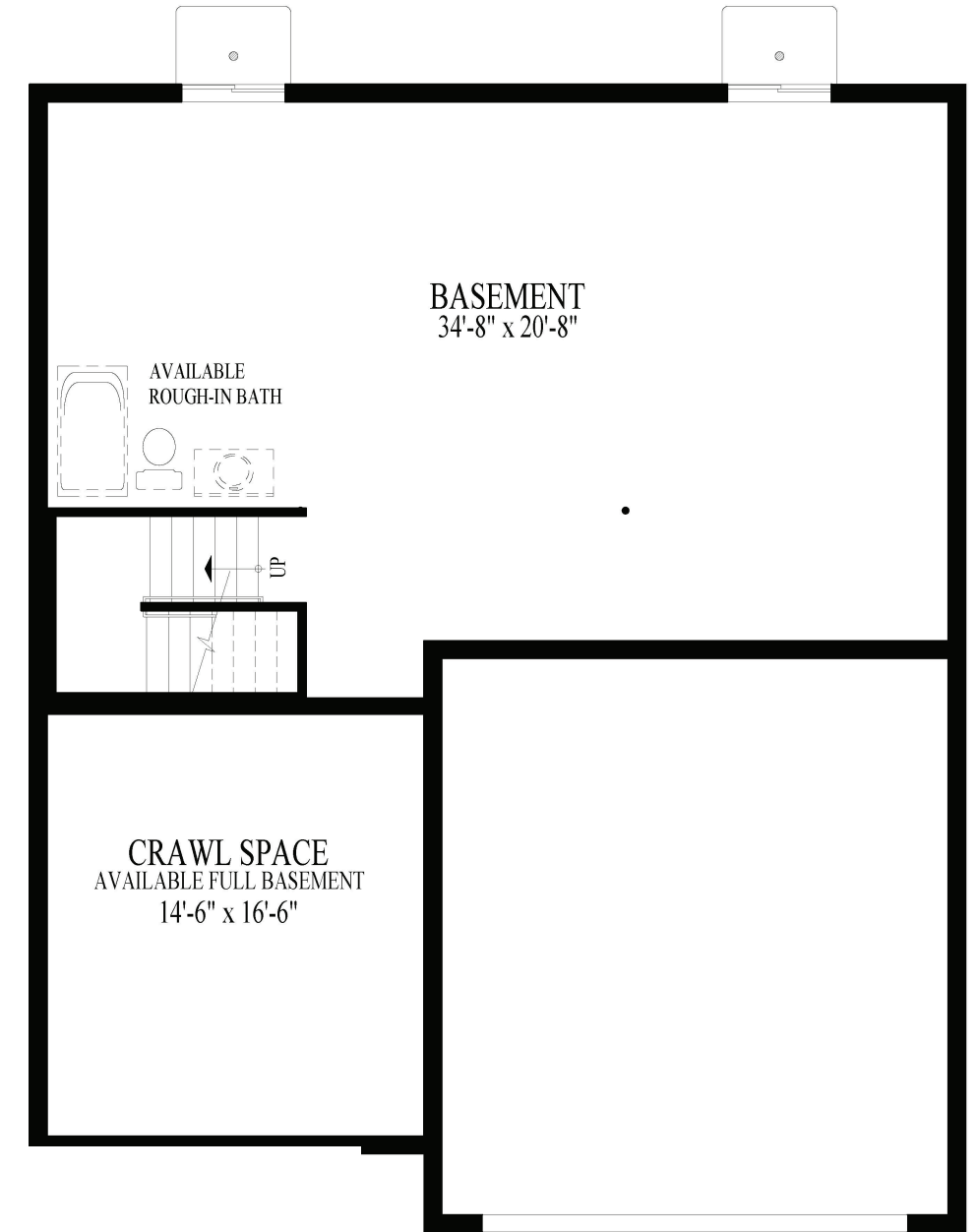
*An option with full masonry around the garage will be available



Main Level



Second Level



*Mechanical and window locations may vary. See a sales representative for details.



D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 210225



A



B



C

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Henley
2,600 SF
4 BR + Loft
2.5 BA

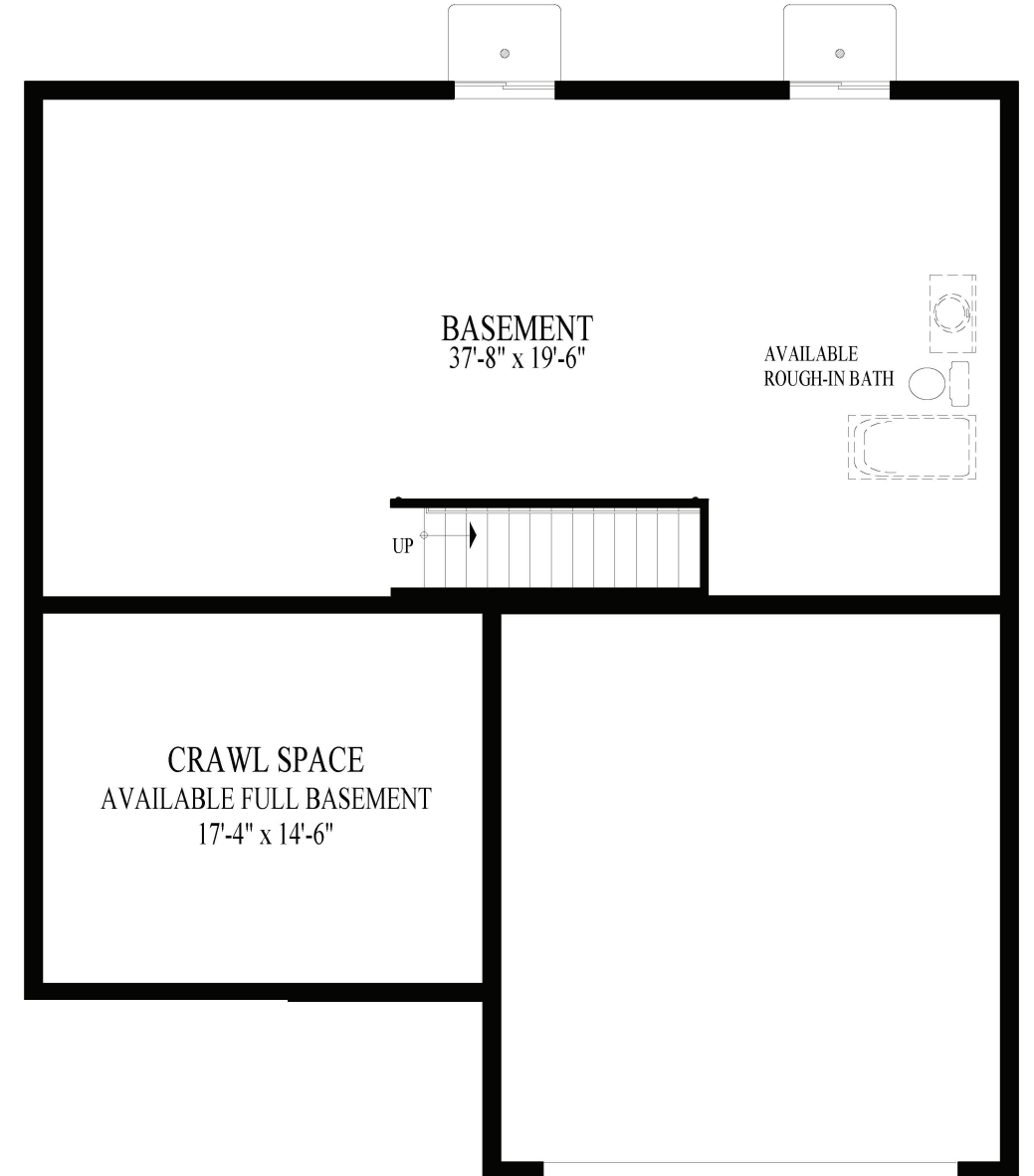
*Optional 5th bedroom and 3rd bath



Main Level



Upper Level



*Mechanical and window locations may vary. See a sales representative for details.



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A



B



C

D·R·HORTON[®]
America's Builder

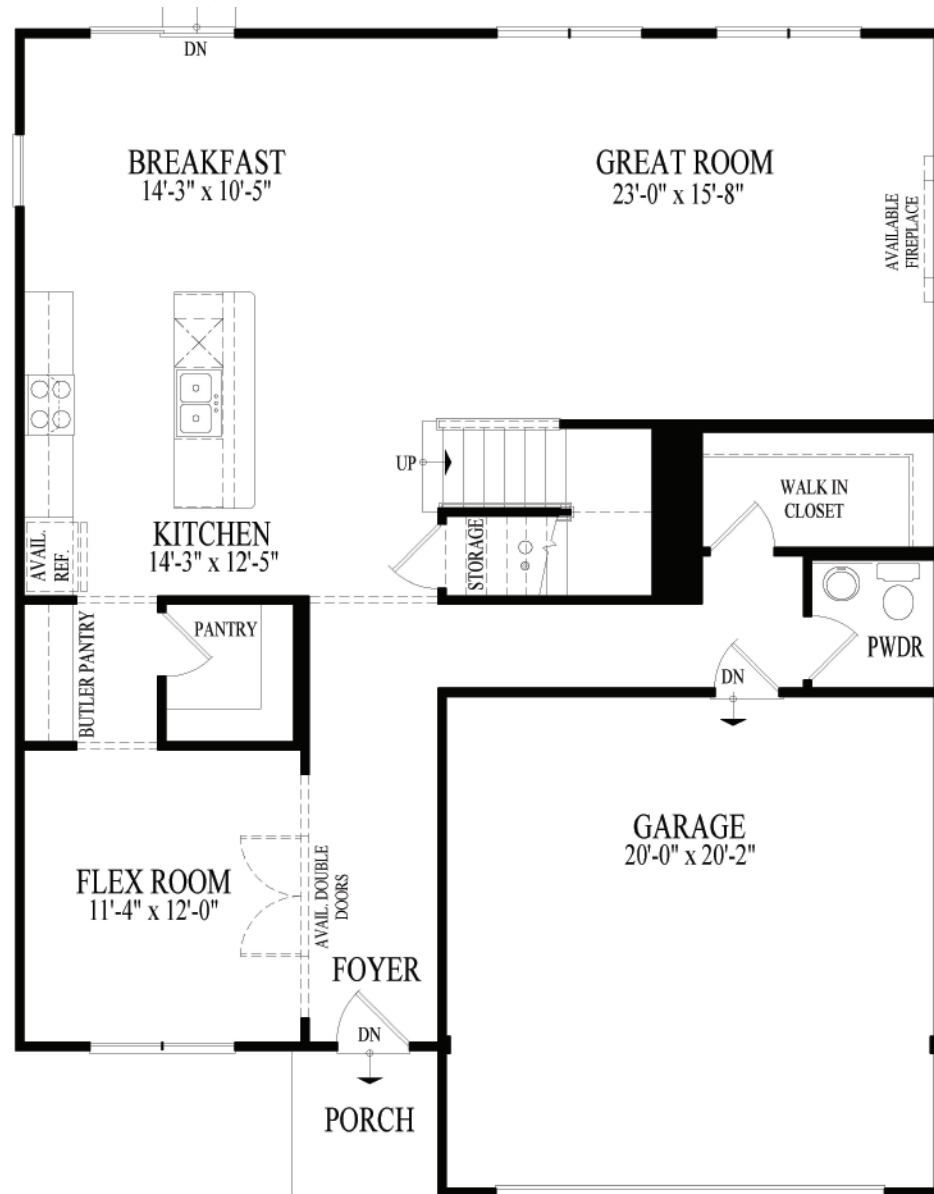
Coventry

2,836 SF

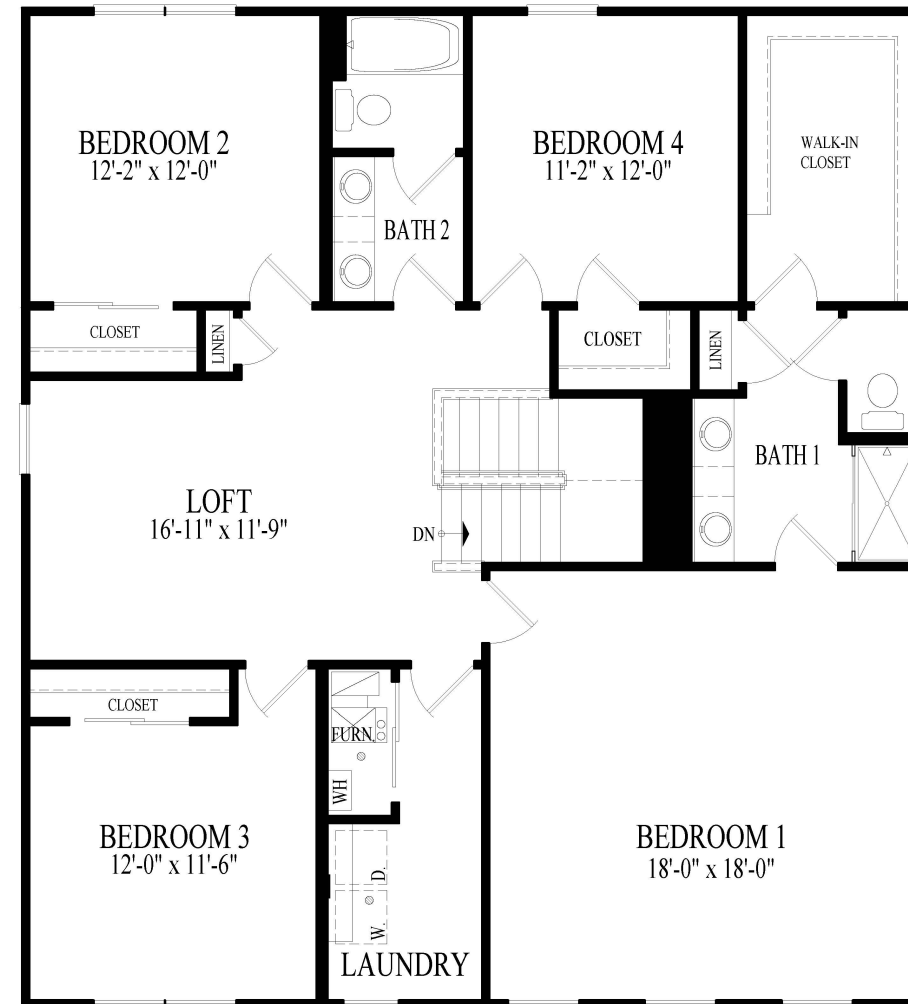
4 BR + Loft

2.5 BA

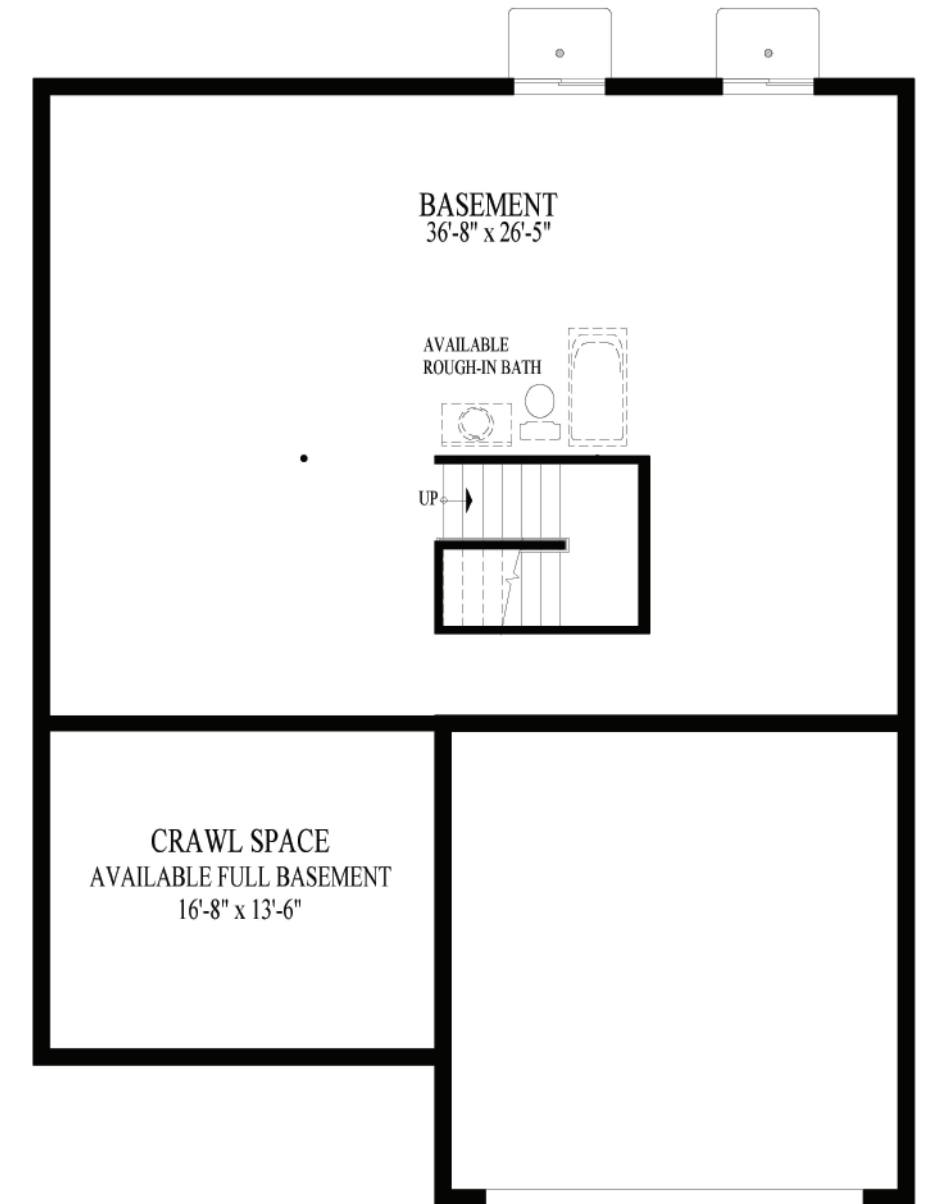
*An option with full masonry around the garage will be available



Main Level



Upper Level



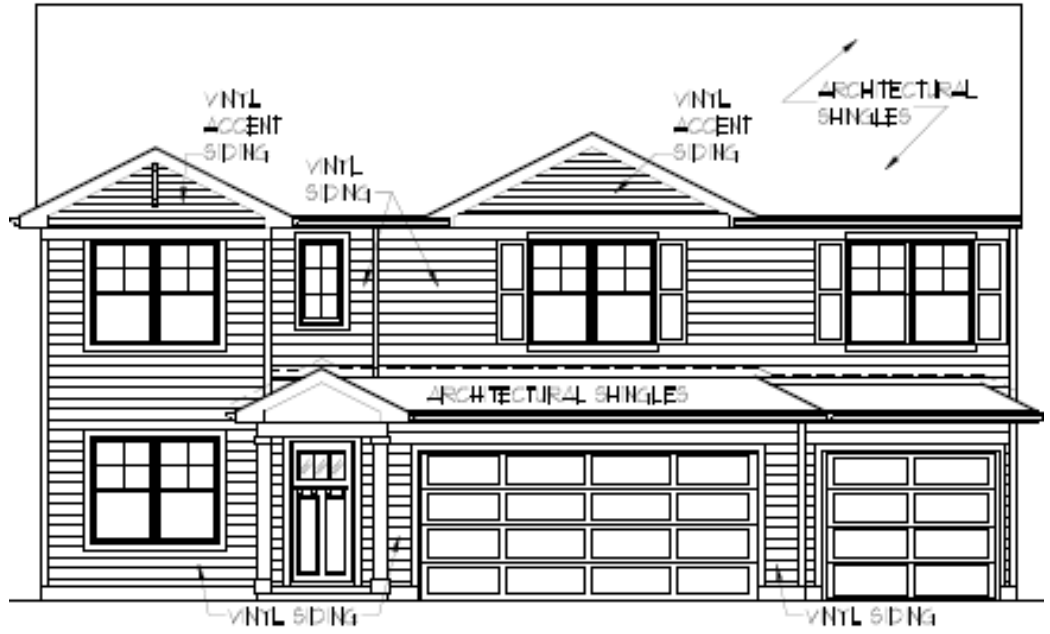
Basement*

*Mechanical and window locations may vary. See a sales representative for details.

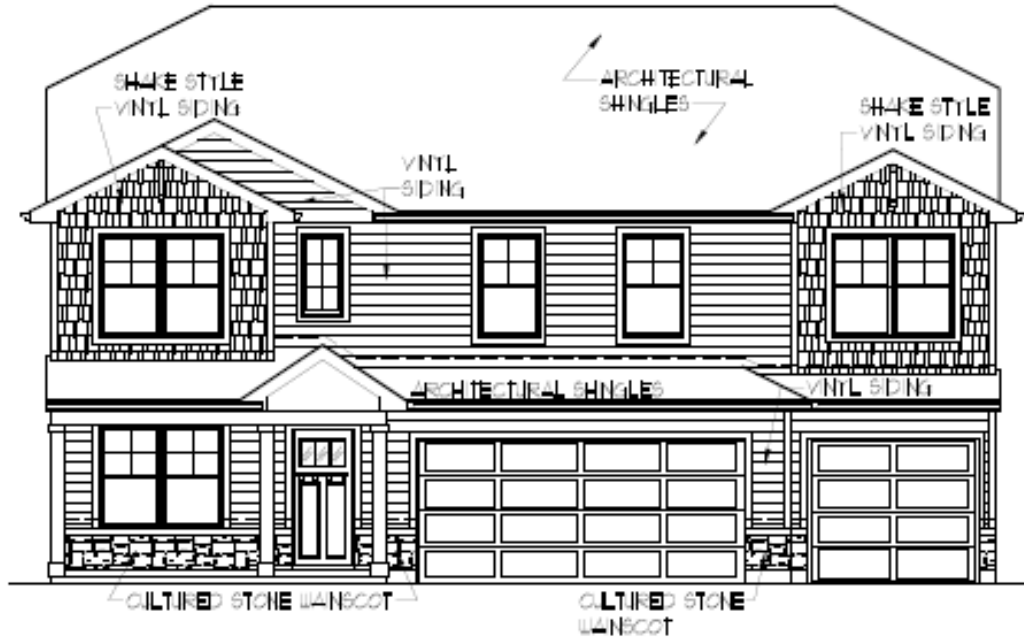


D.R. Horton is an equal housing opportunity builder. With basement foundations, water heaters and HVAC systems will be relocated to the first or second floors, as specified. All pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Elevations and exterior materials may vary. Square footages, measurements and dimensions are approximate and will vary based on foundation type and options selected. Pictures, artist renderings, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Options and upgrades are available at an additional cost and are subject to availability and construction cut-off dates. REV 210225

A



B



C



X450

3,020 SF

D·R·HORTON
America's Builder

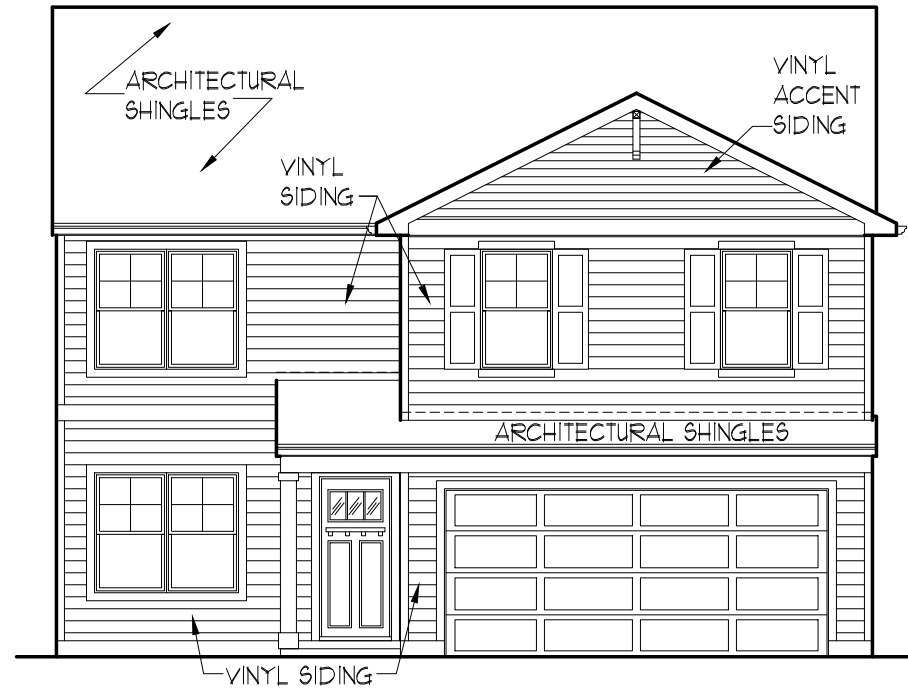
4 BR + Loft

2.5 BA

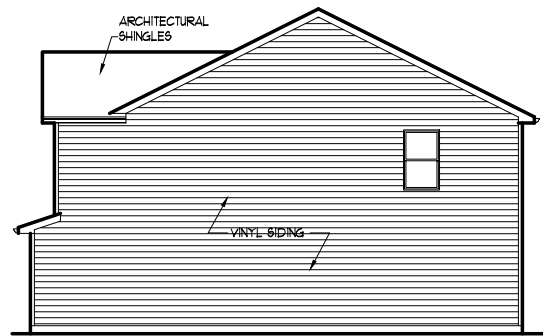
3 Car Standard

*An option with full masonry around the garage will be available

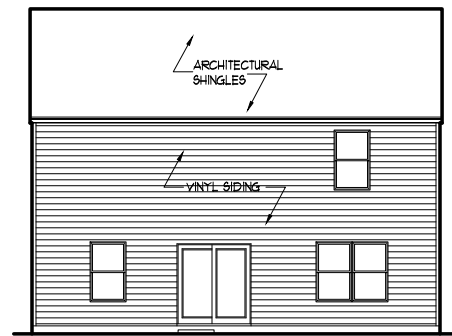
*Optional 5th bedroom and 3rd bath



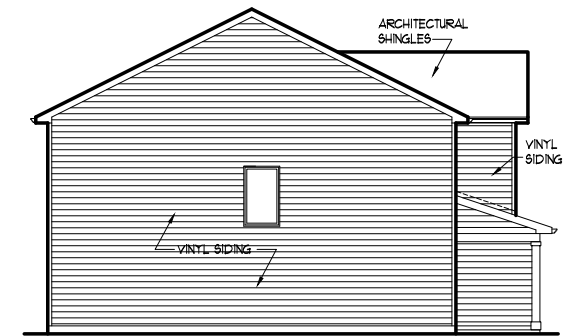
ELEVATION "A1"



TYPICAL RIGHT ELEVATION



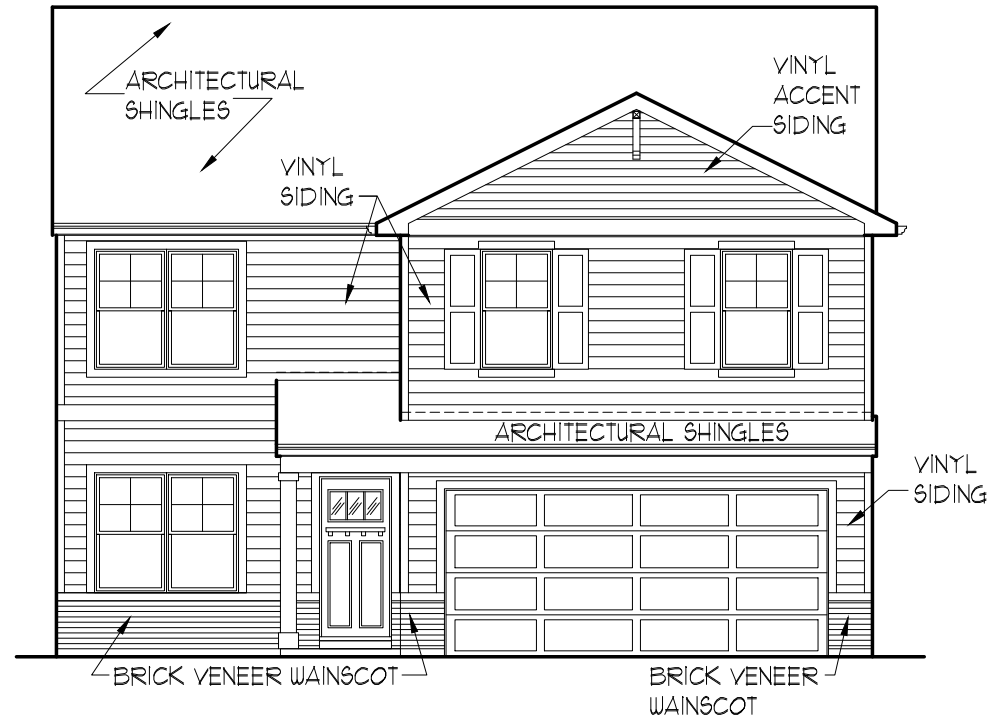
TYPICAL REAR ELEVATION



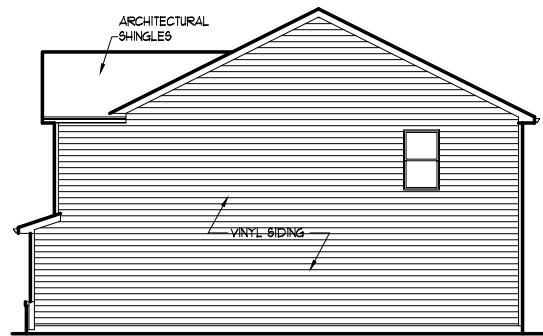
TYPICAL LEFT ELEVATION

X424

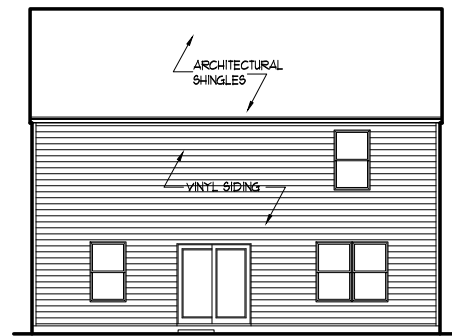
X-SERIES



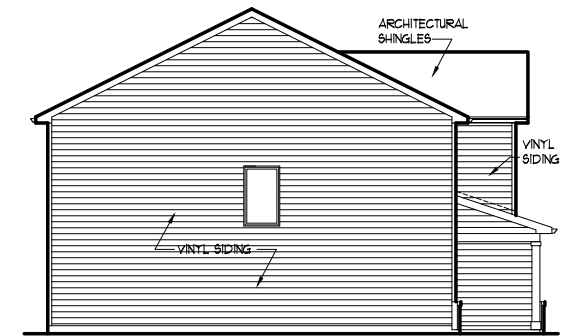
ELEVATION "A2"



TYPICAL RIGHT ELEVATION



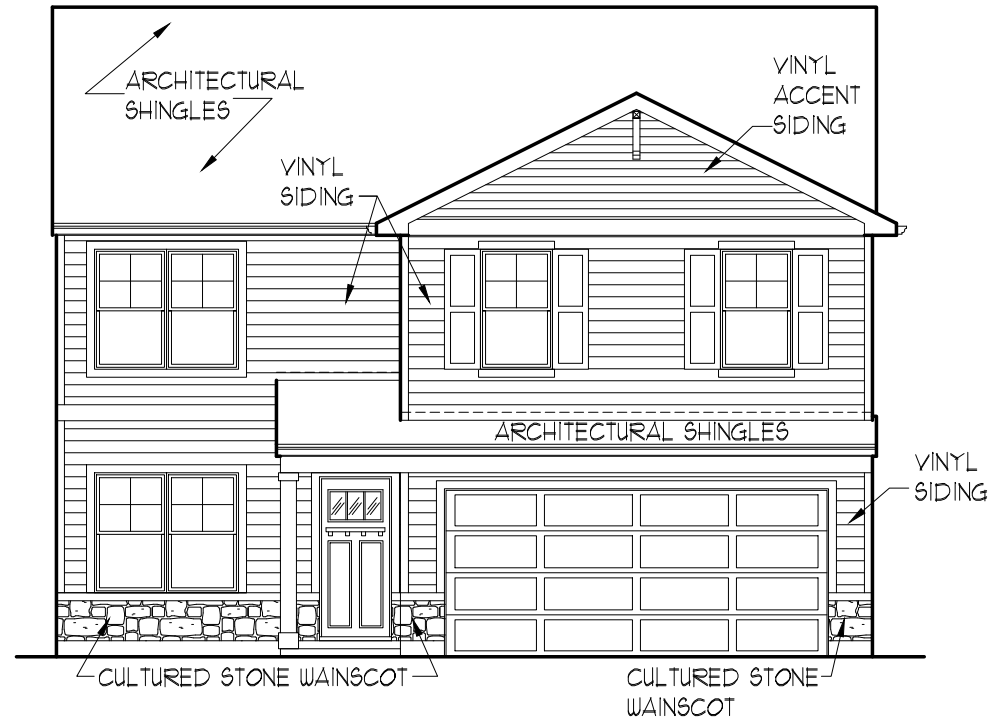
TYPICAL REAR ELEVATION



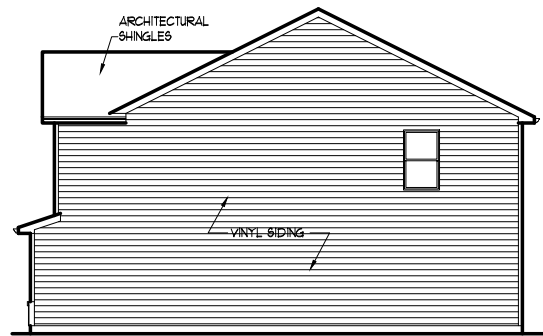
TYPICAL LEFT ELEVATION

X424

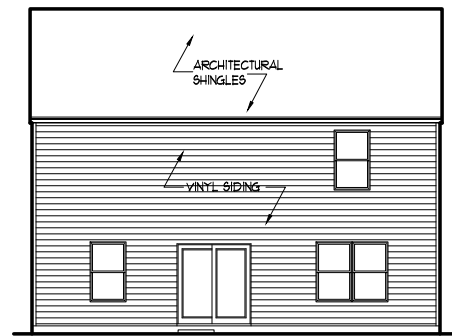
X-SERIES



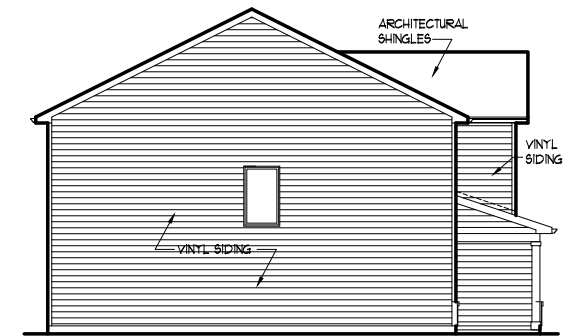
ELEVATION "A3"



TYPICAL RIGHT ELEVATION



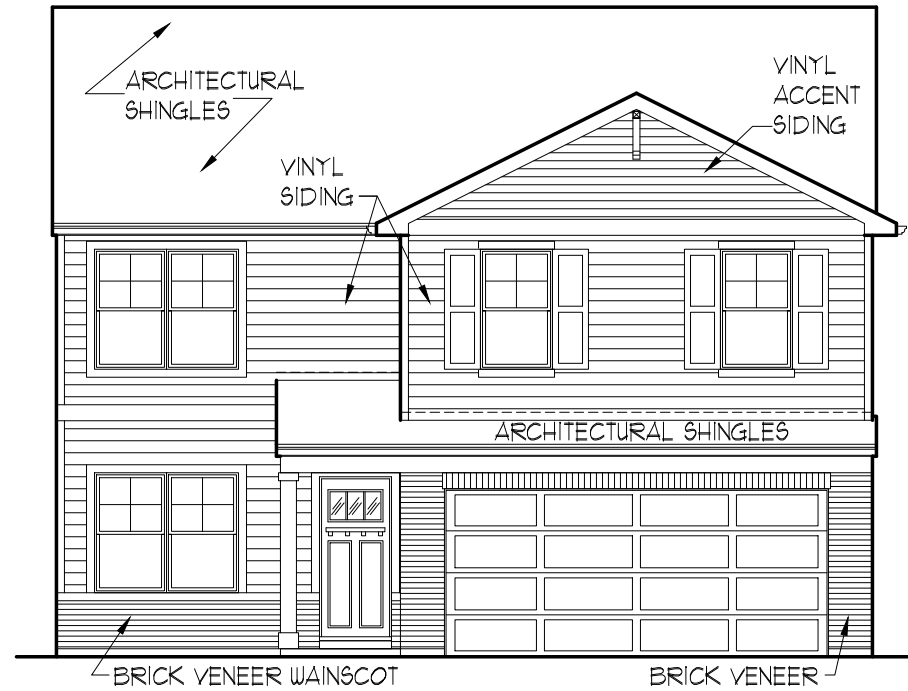
TYPICAL REAR ELEVATION



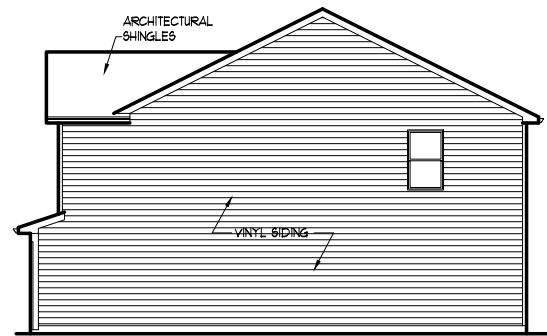
TYPICAL LEFT ELEVATION

X424

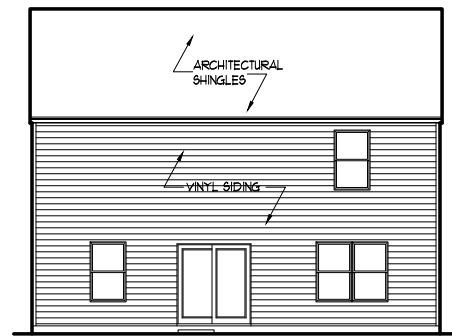
X-SERIES



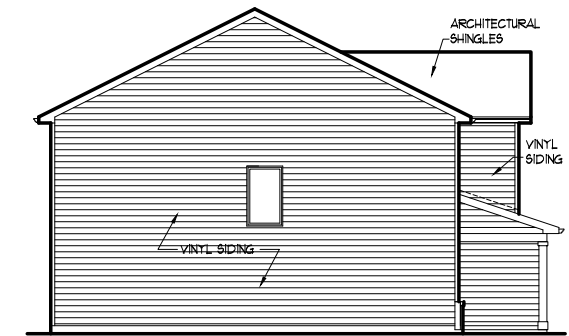
ELEVATION "A4"



TYPICAL RIGHT ELEVATION



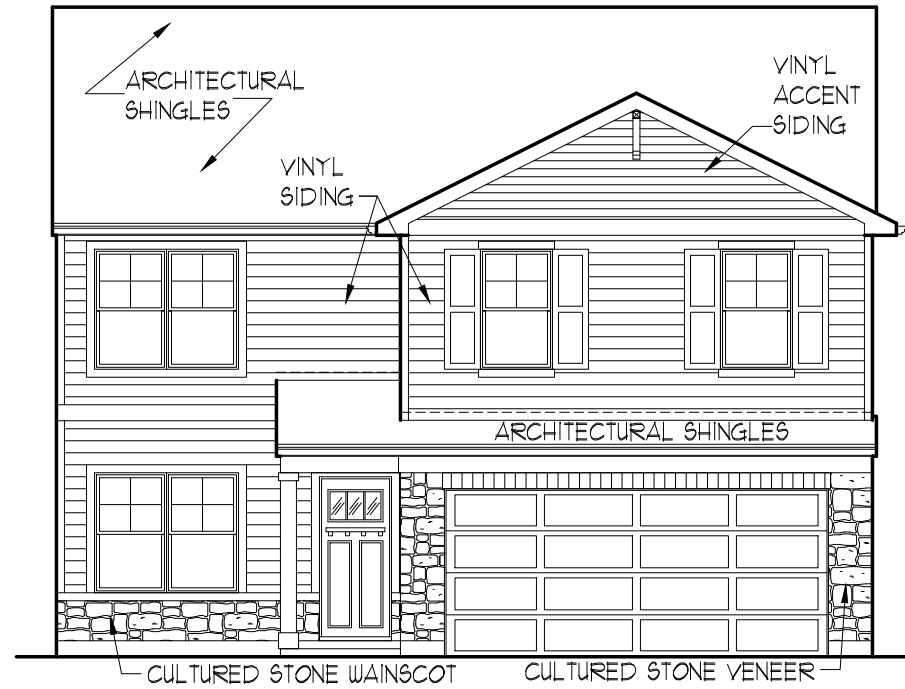
TYPICAL REAR ELEVATION



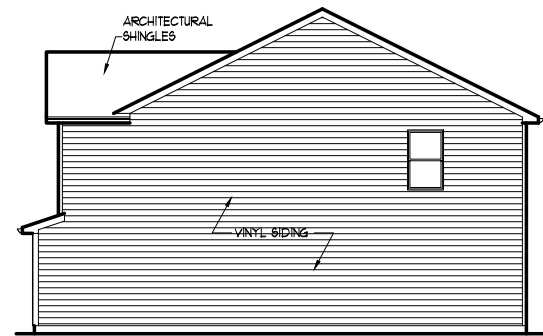
TYPICAL LEFT ELEVATION

X424

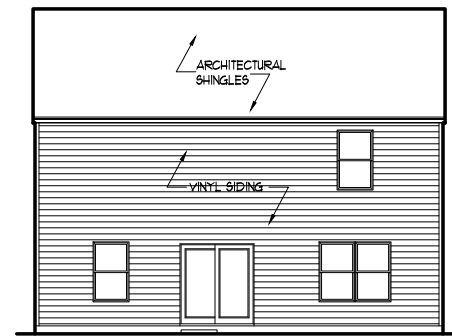
X-SERIES



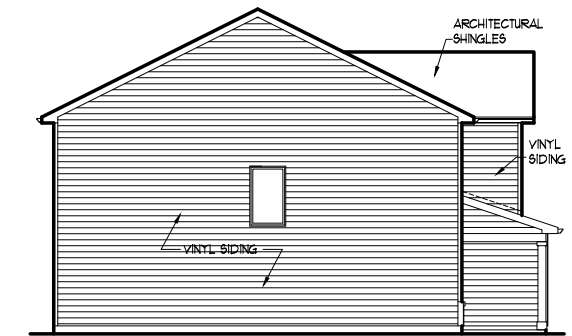
ELEVATION "A5"



TYPICAL RIGHT ELEVATION



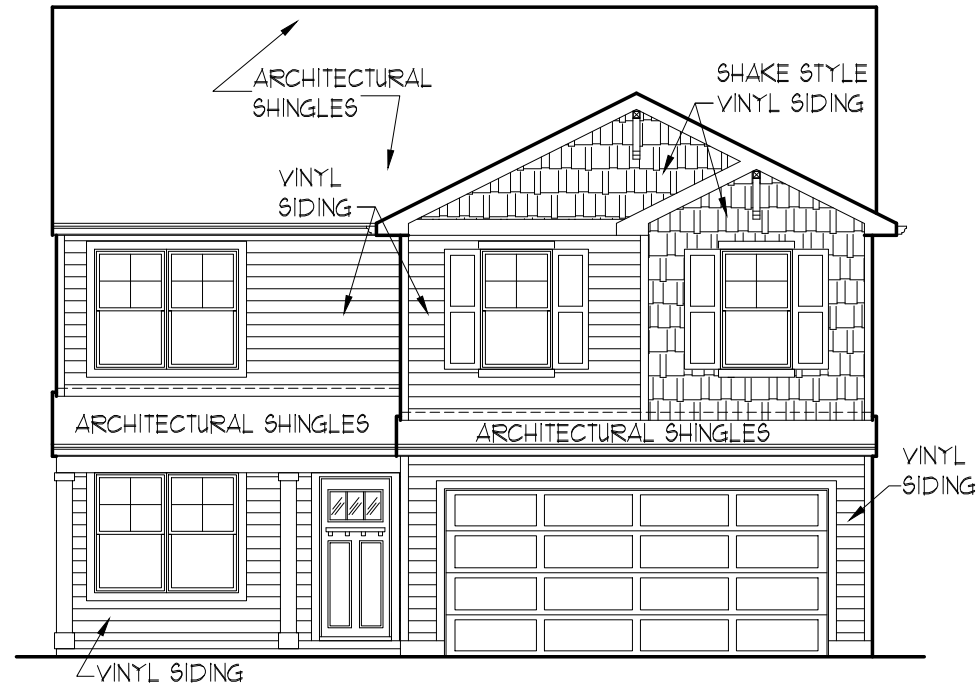
TYPICAL REAR ELEVATION



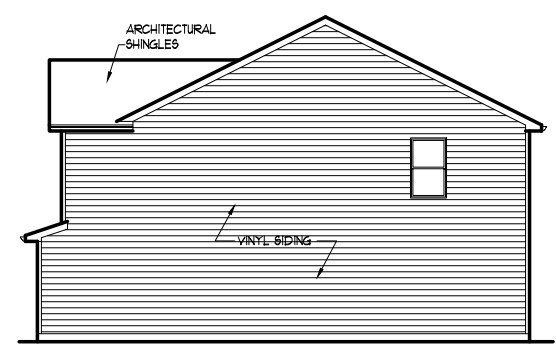
TYPICAL LEFT ELEVATION

X424

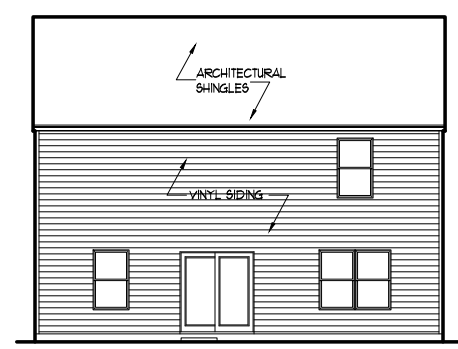
X-SERIES



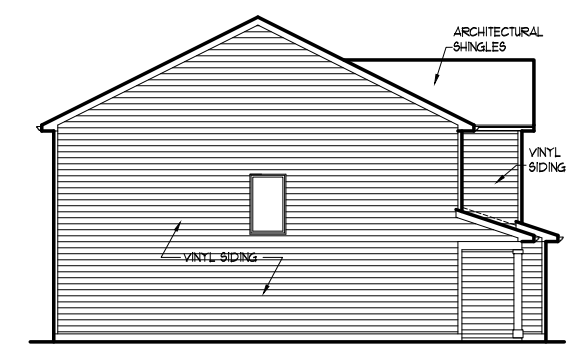
ELEVATION "B1"



TYPICAL RIGHT ELEVATION

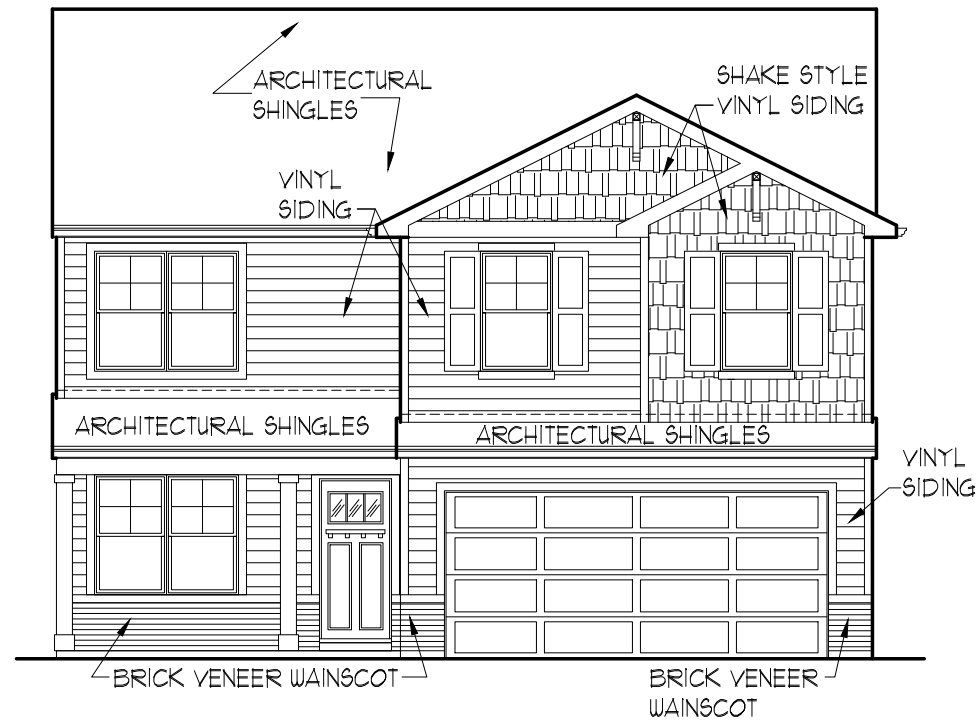


TYPICAL REAR ELEVATION

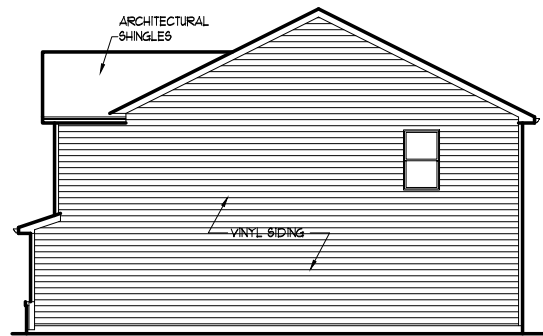


TYPICAL LEFT ELEVATION

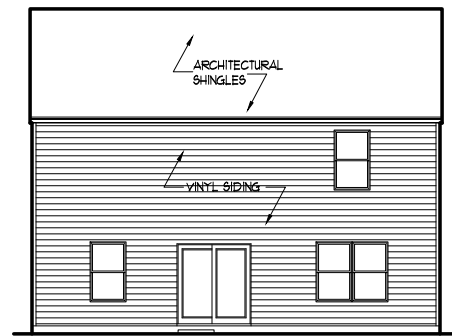
X424
X-SERIES



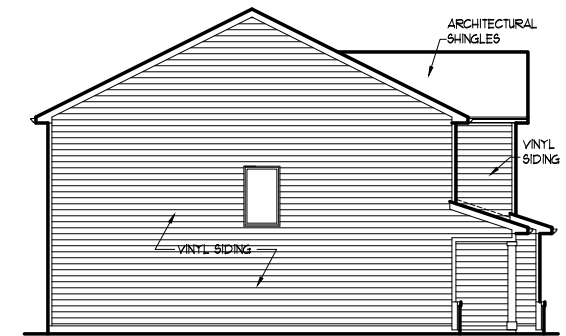
ELEVATION "B2"



TYPICAL RIGHT ELEVATION



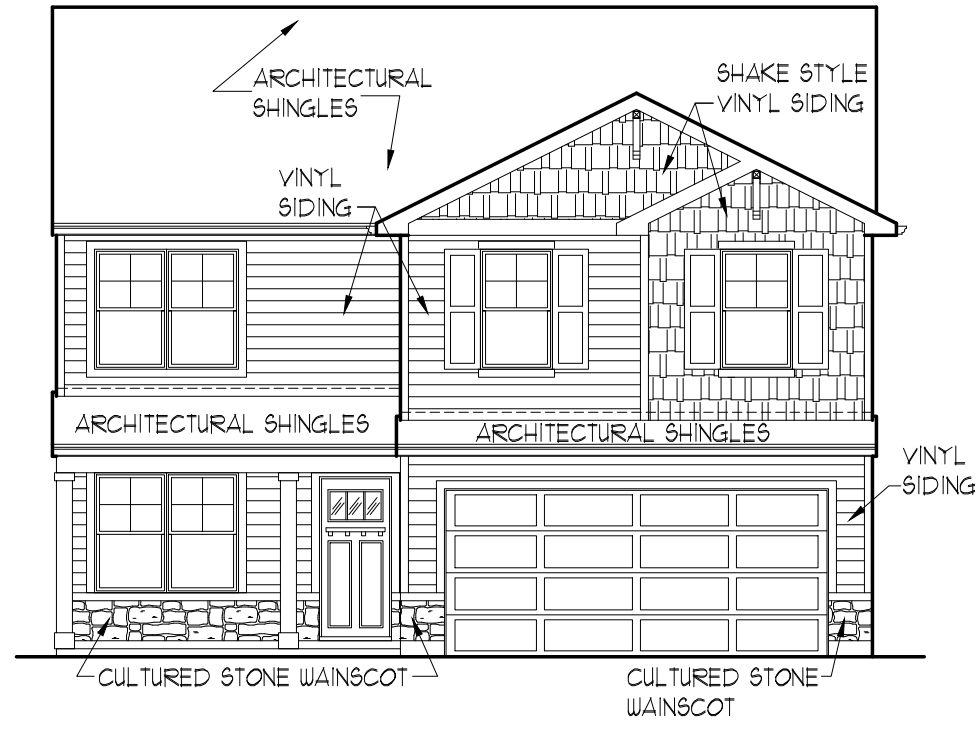
TYPICAL REAR ELEVATION



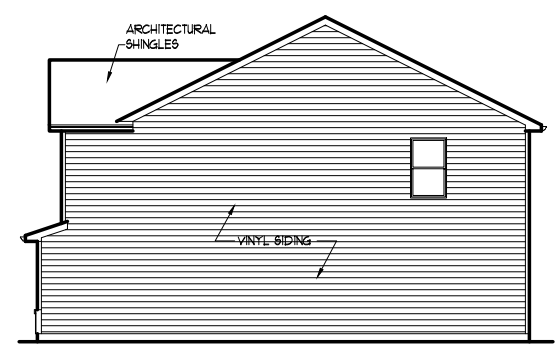
TYPICAL LEFT ELEVATION

X424

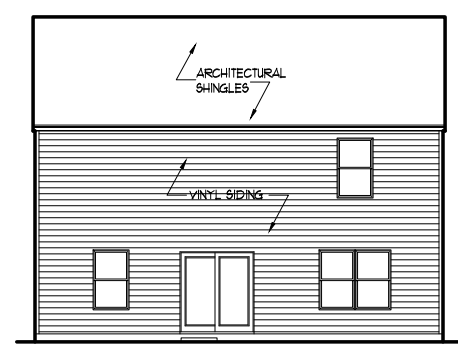
X-SERIES



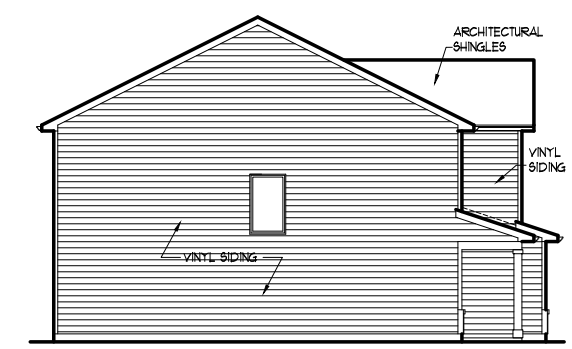
ELEVATION "B3"



TYPICAL RIGHT ELEVATION



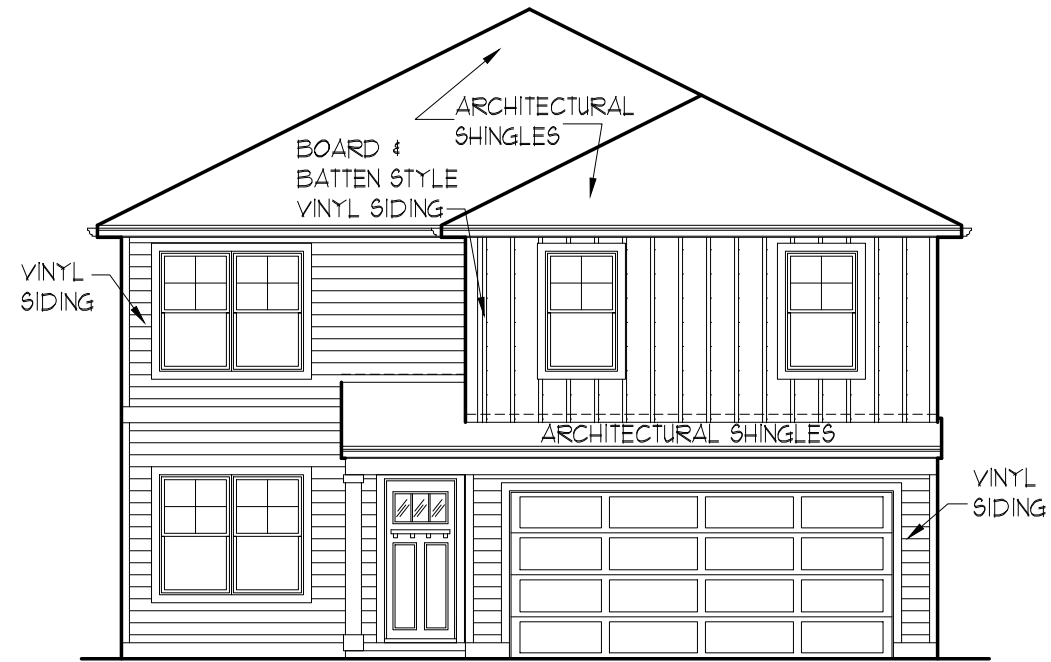
TYPICAL REAR ELEVATION



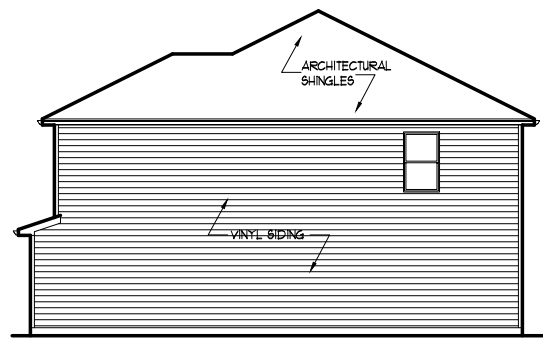
TYPICAL LEFT ELEVATION

X424

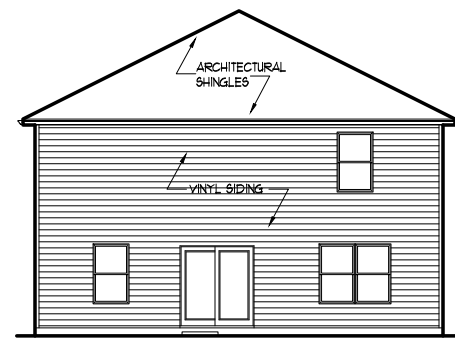
X-SERIES



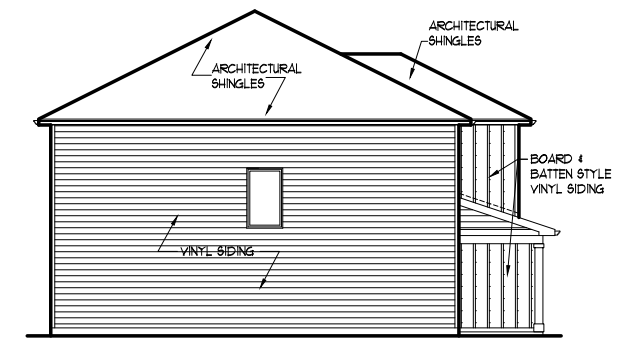
ELEVATION "C1"



TYPICAL RIGHT ELEVATION



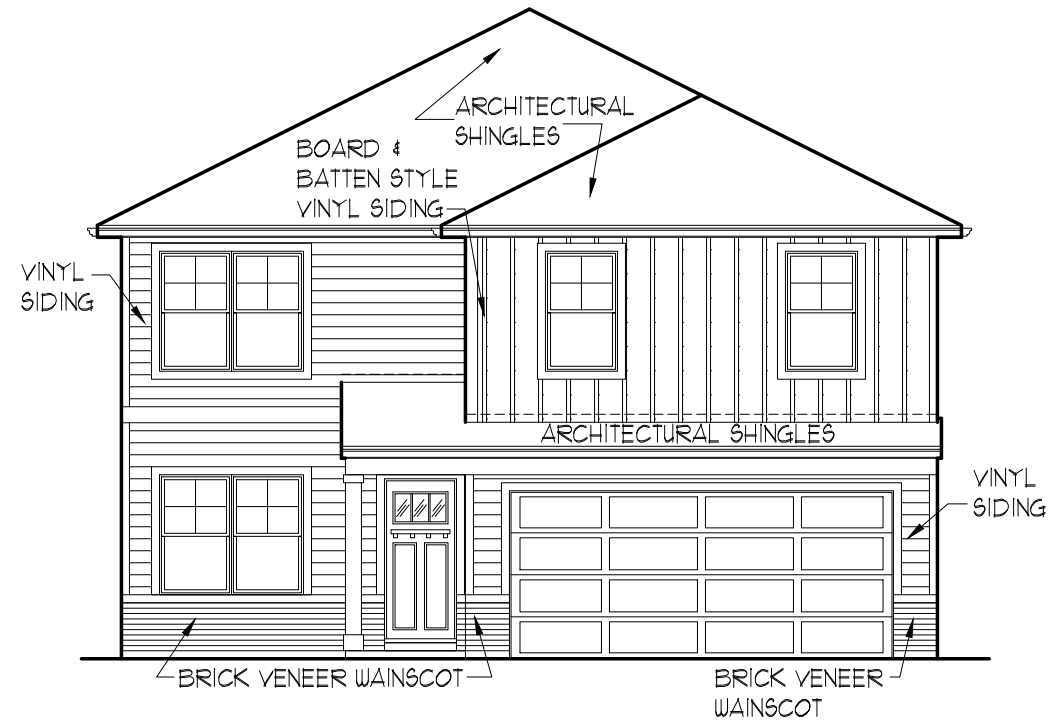
TYPICAL REAR ELEVATION



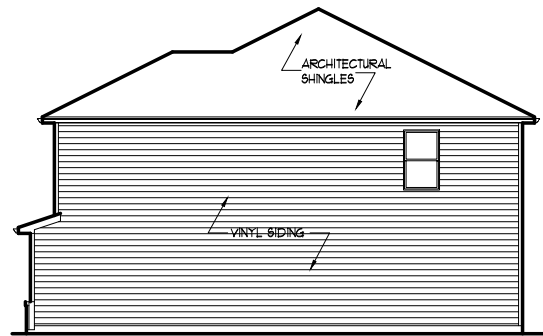
TYPICAL LEFT ELEVATION

X424

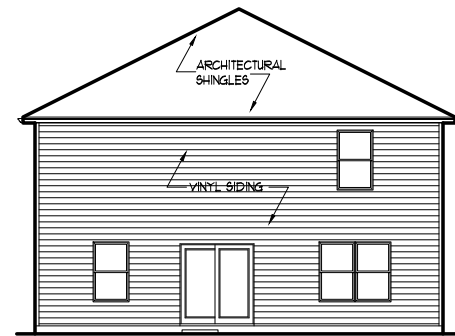
X-SERIES



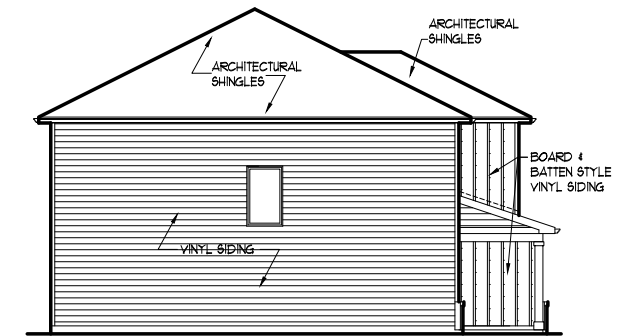
ELEVATION "C2"



TYPICAL RIGHT ELEVATION



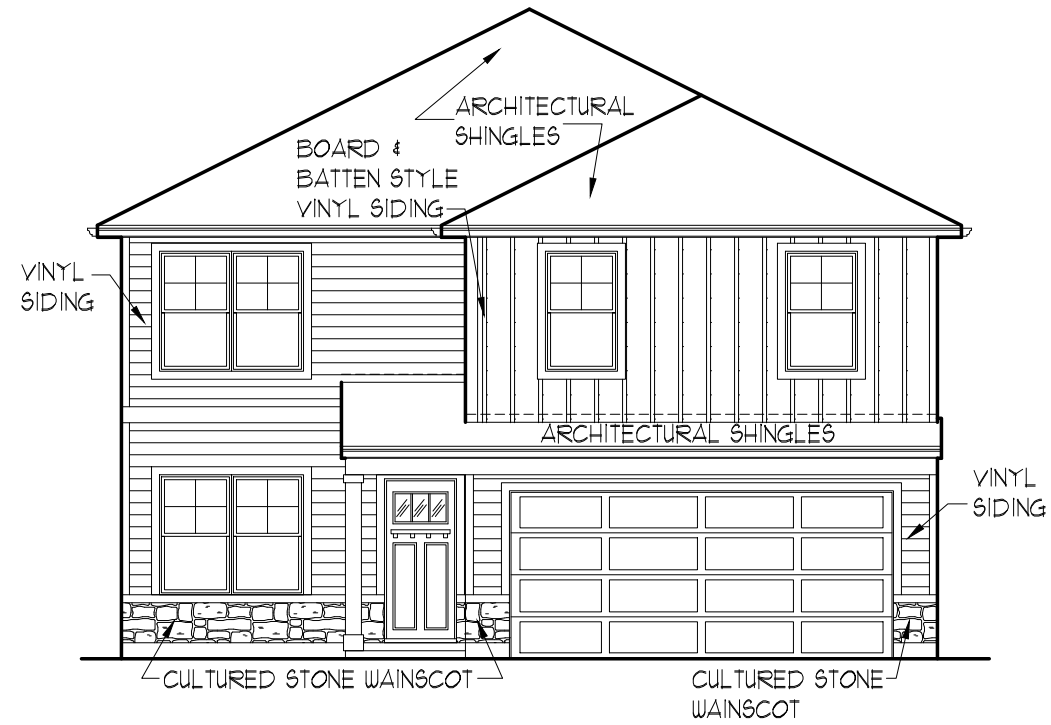
TYPICAL REAR ELEVATION



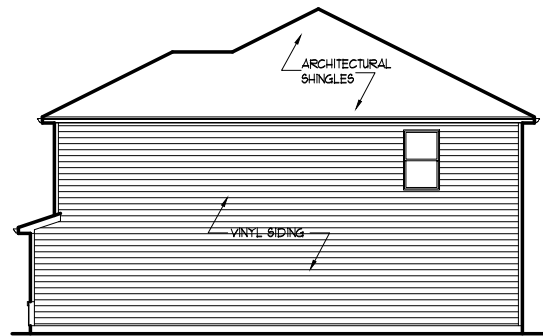
TYPICAL LEFT ELEVATION

X424

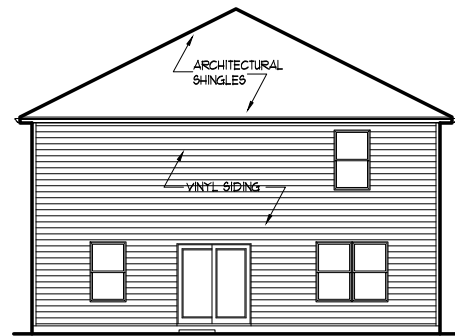
X-SERIES



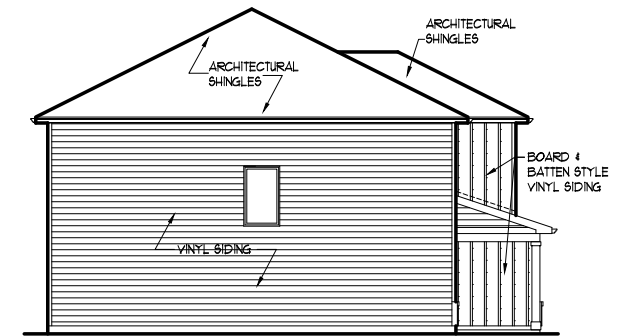
ELEVATION "C3"



TYPICAL RIGHT ELEVATION



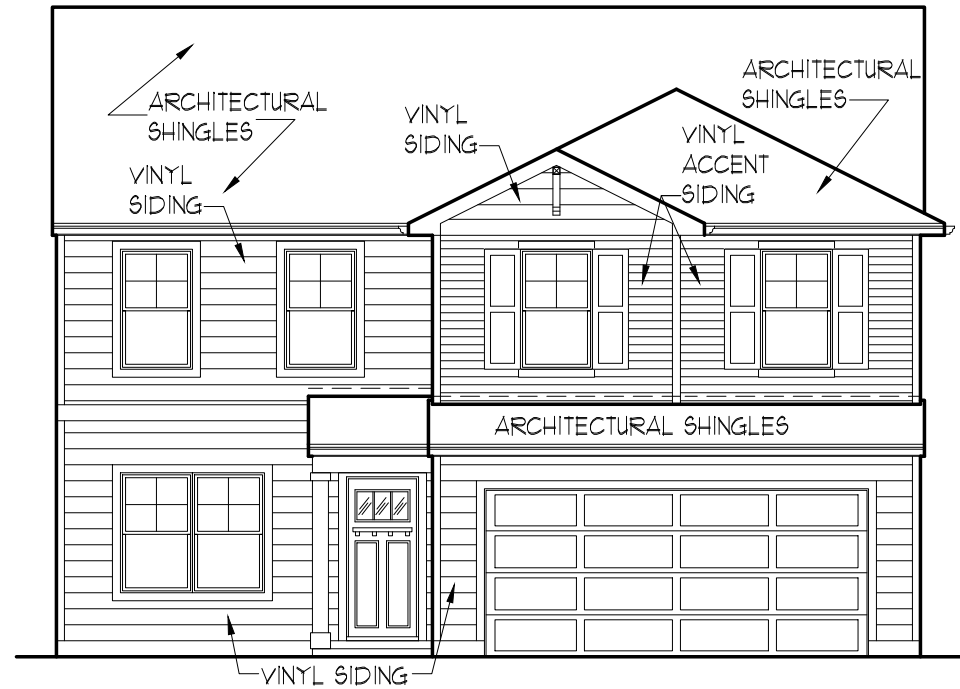
TYPICAL REAR ELEVATION



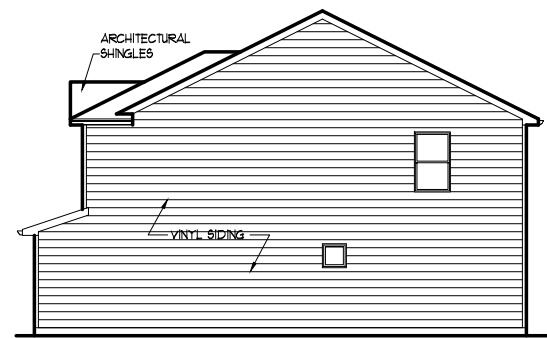
TYPICAL LEFT ELEVATION

X424

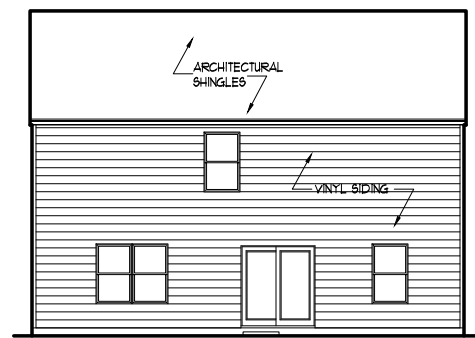
X-SERIES



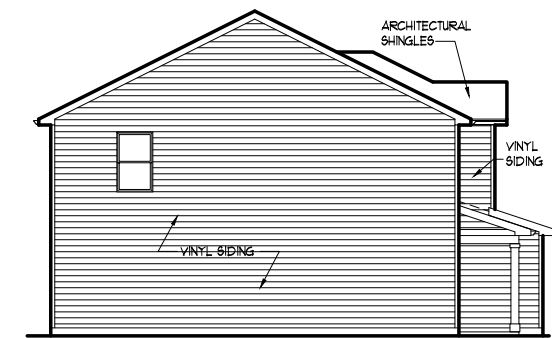
ELEVATION "A1"



TYPICAL RIGHT ELEVATION



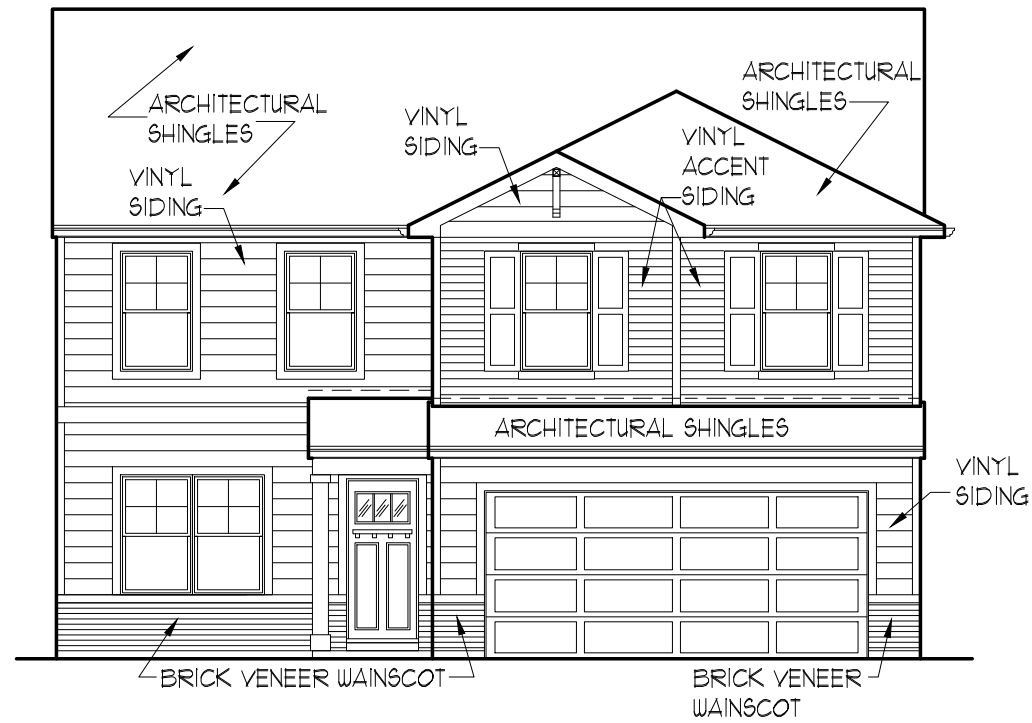
TYPICAL REAR ELEVATION



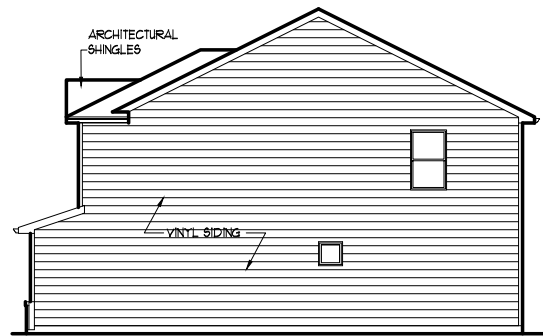
TYPICAL LEFT ELEVATION

X426

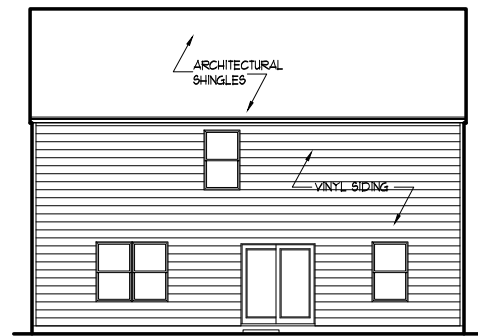
X-SERIES



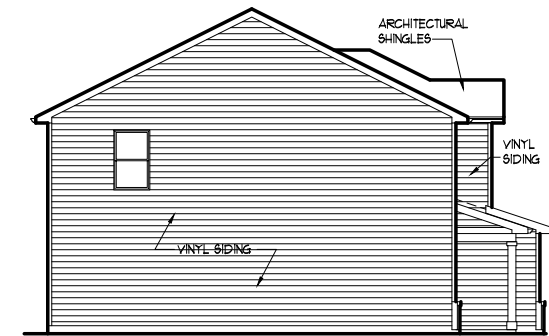
ELEVATION "A2"



TYPICAL RIGHT ELEVATION



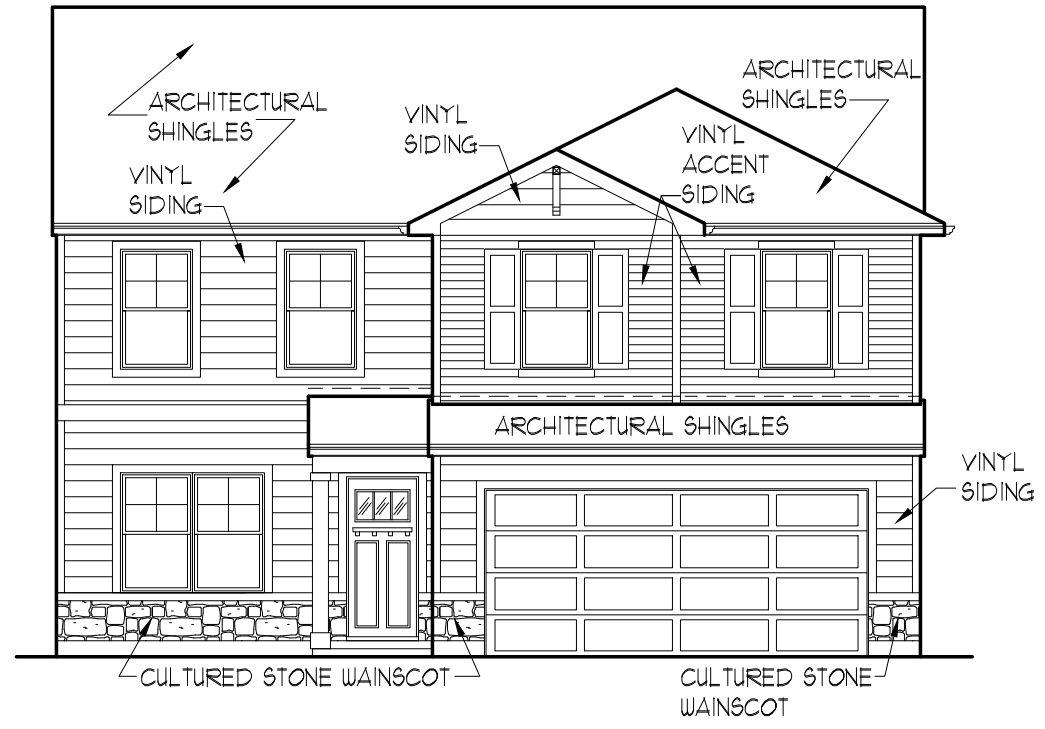
TYPICAL REAR ELEVATION



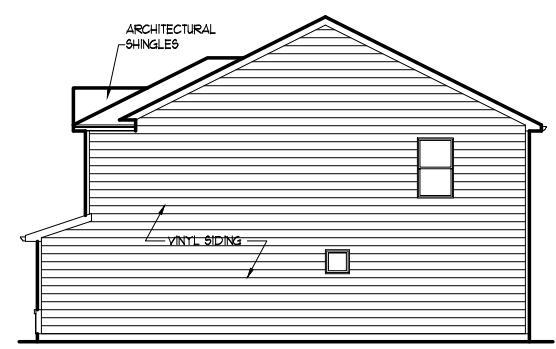
TYPICAL LEFT ELEVATION

X426

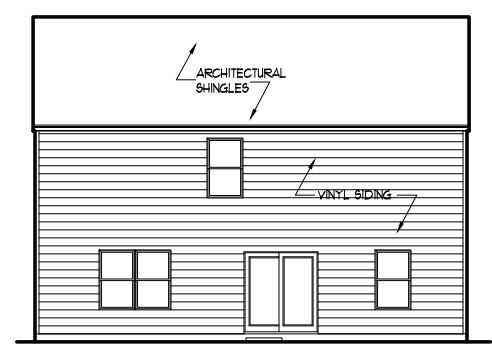
X-SERIES



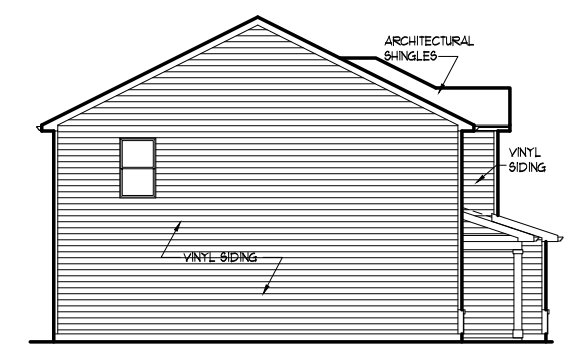
ELEVATION "A3"



TYPICAL RIGHT ELEVATION

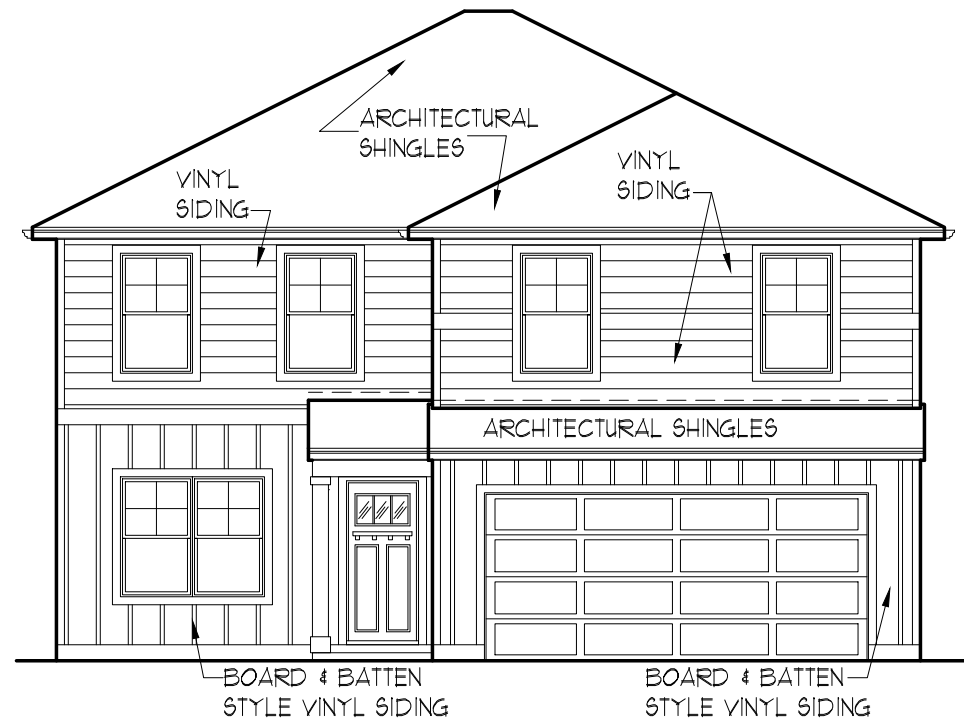


TYPICAL REAR ELEVATION

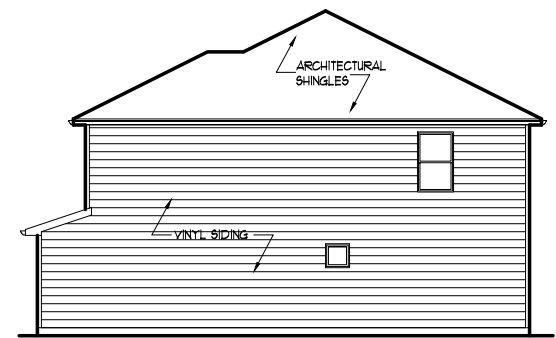


TYPICAL LEFT ELEVATION

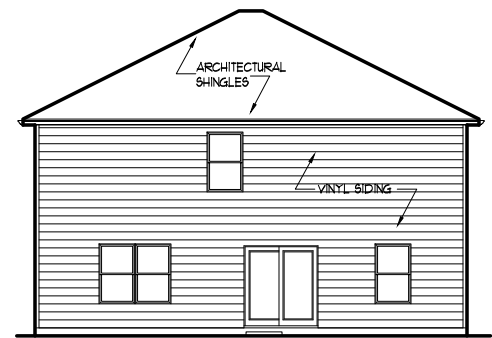
X426
X-SERIES



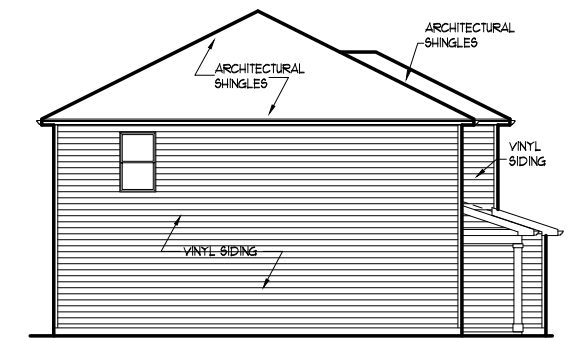
ELEVATION "C1"



TYPICAL RIGHT ELEVATION

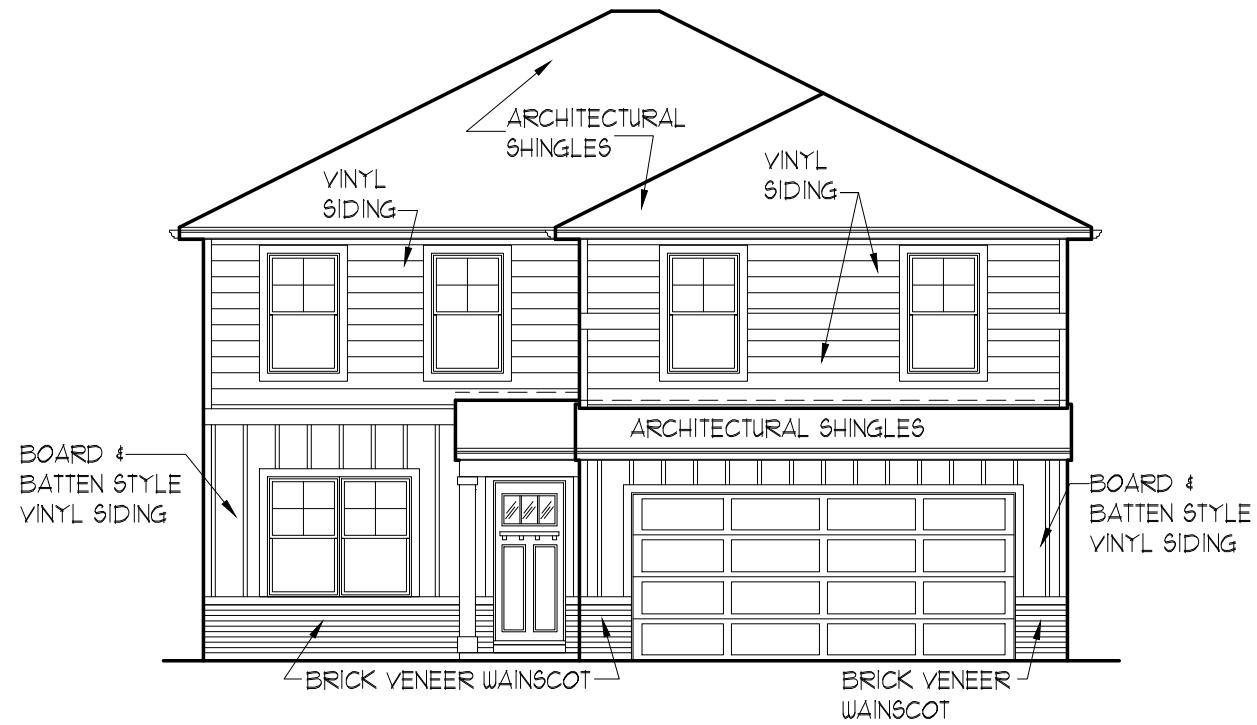


TYPICAL REAR ELEVATION

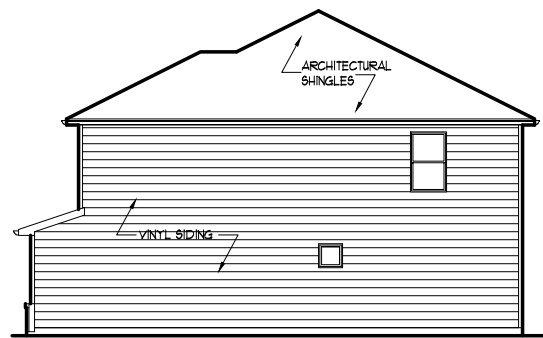


TYPICAL LEFT ELEVATION

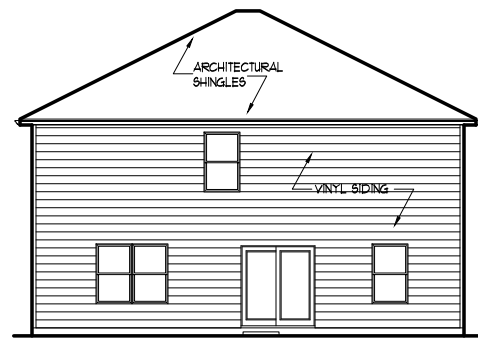
X426
X-SERIES



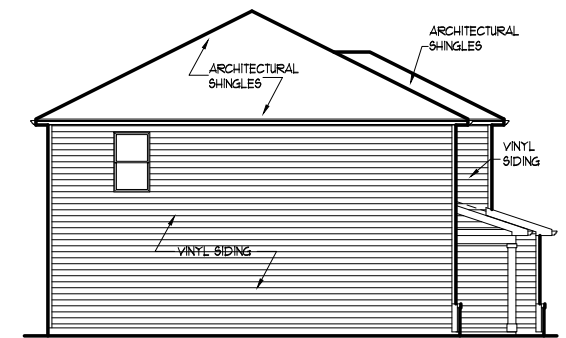
ELEVATION "C2"



TYPICAL RIGHT ELEVATION



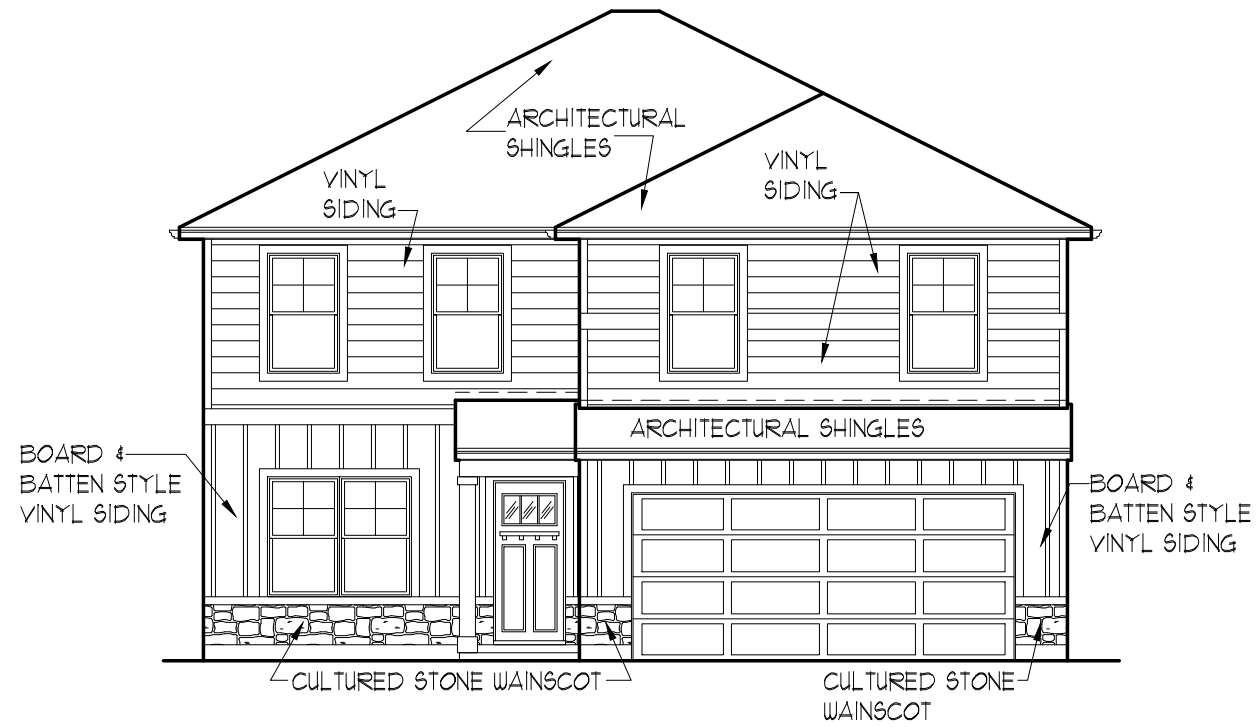
TYPICAL REAR ELEVATION



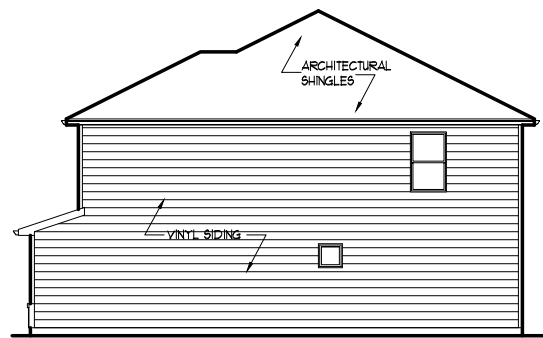
TYPICAL LEFT ELEVATION

X426

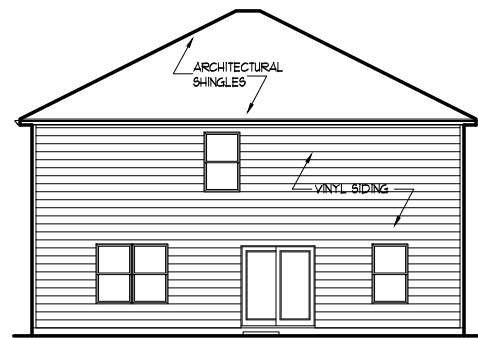
X-SERIES



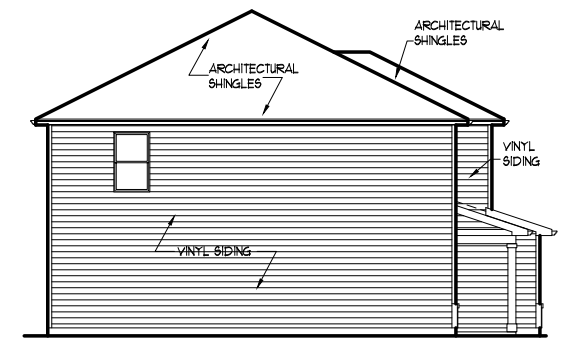
ELEVATION "C3"



TYPICAL RIGHT ELEVATION



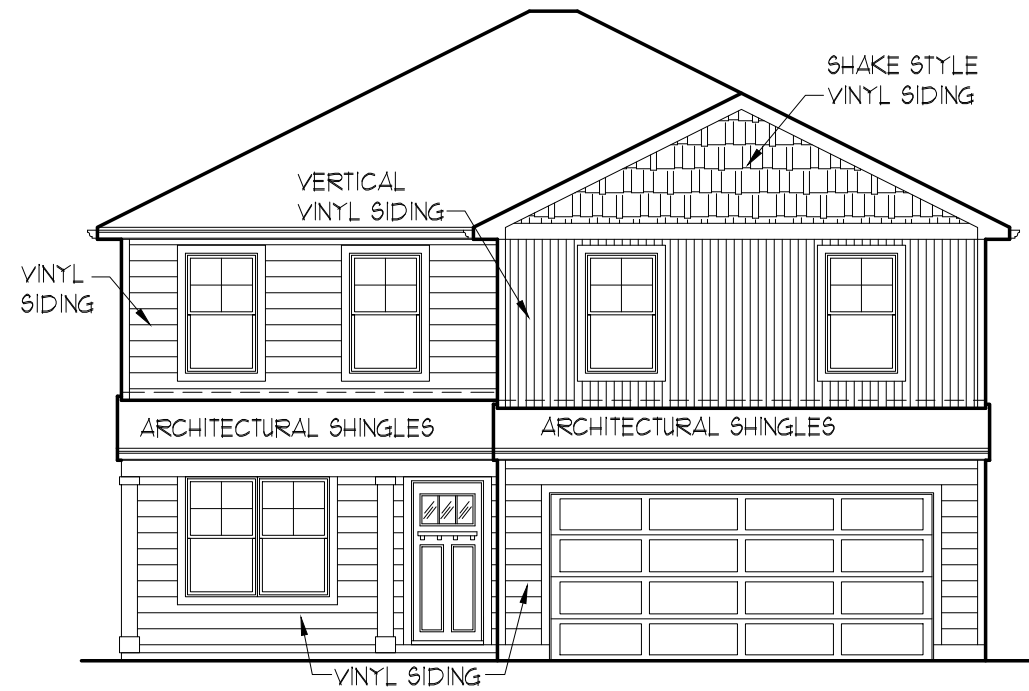
TYPICAL REAR ELEVATION



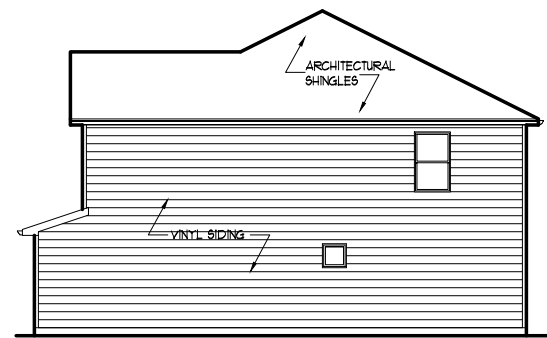
TYPICAL LEFT ELEVATION

X426

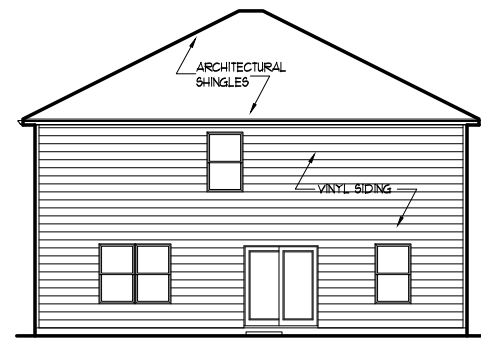
X-SERIES



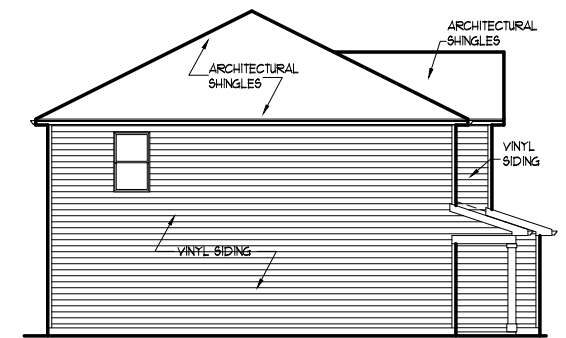
ELEVATION "D1"



TYPICAL RIGHT ELEVATION



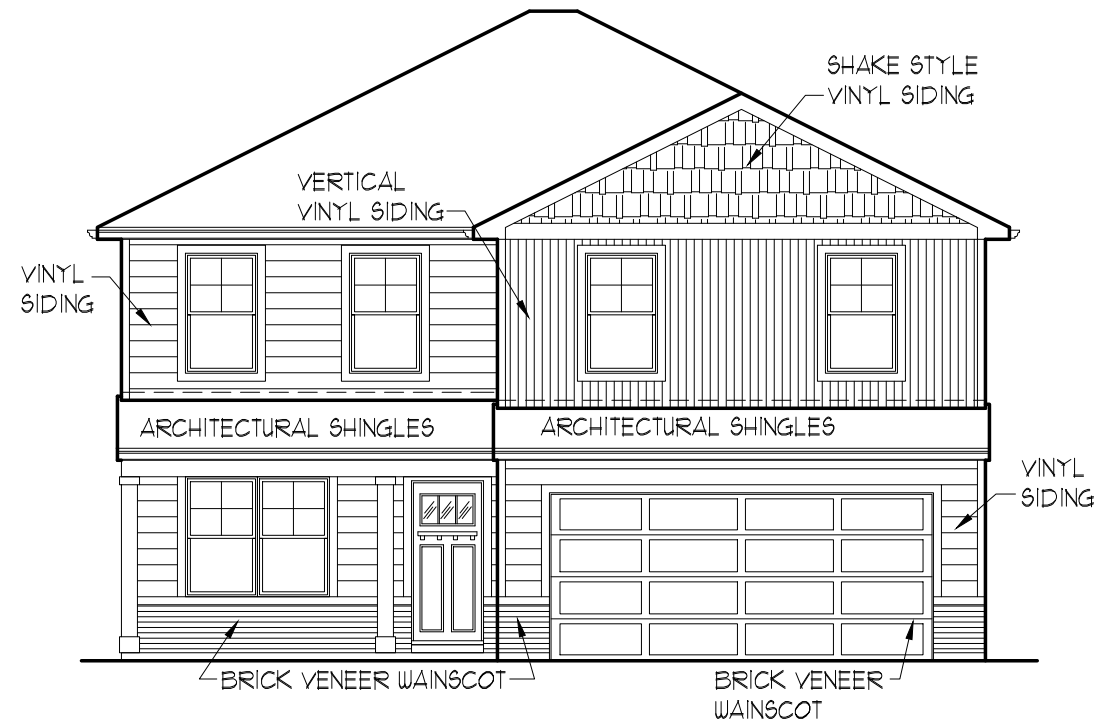
TYPICAL REAR ELEVATION



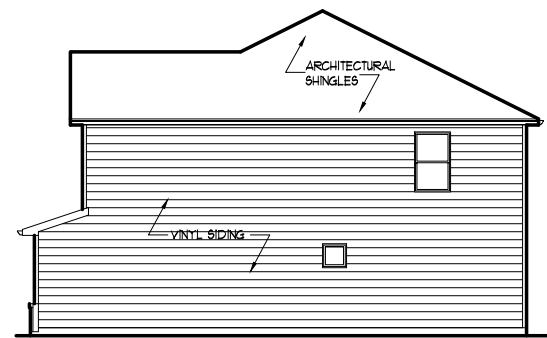
TYPICAL LEFT ELEVATION

X426

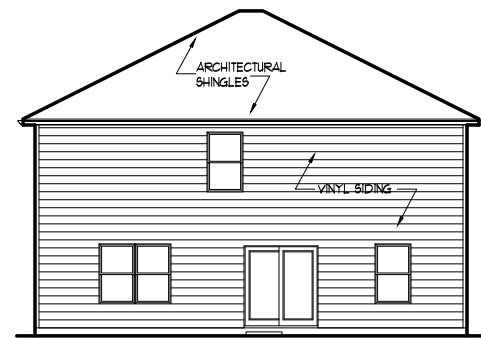
X-SERIES



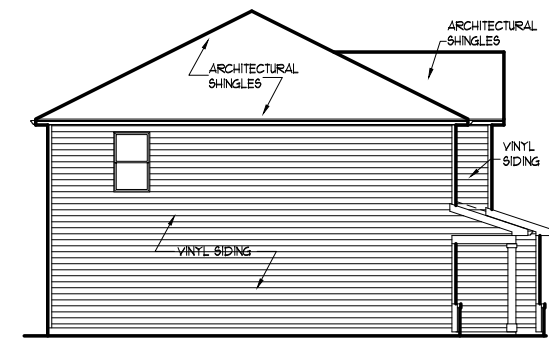
ELEVATION "D2"



TYPICAL RIGHT ELEVATION



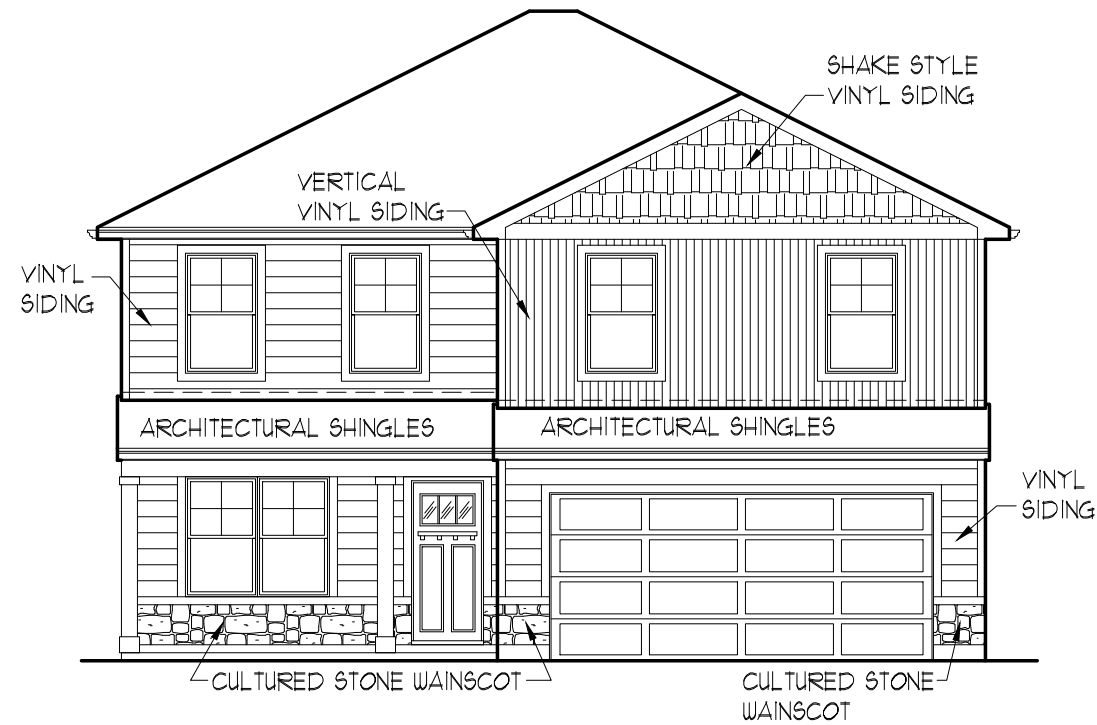
TYPICAL REAR ELEVATION



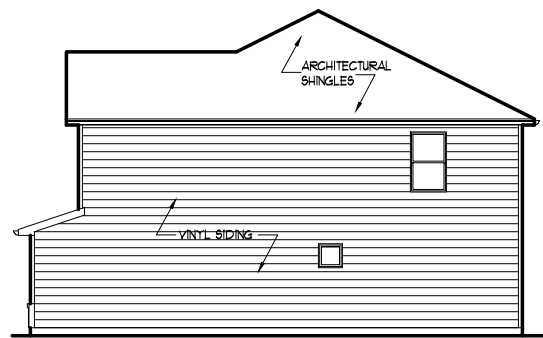
TYPICAL LEFT ELEVATION

X426

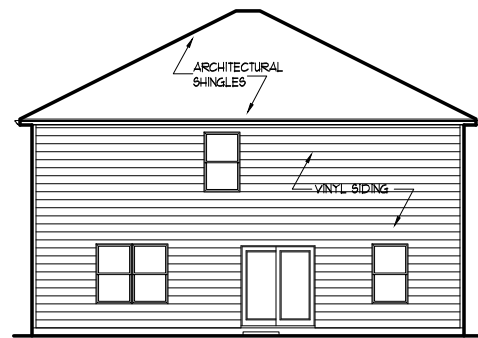
X-SERIES



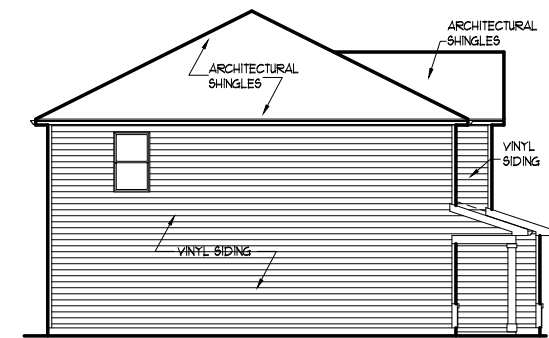
ELEVATION "D3"



TYPICAL RIGHT ELEVATION



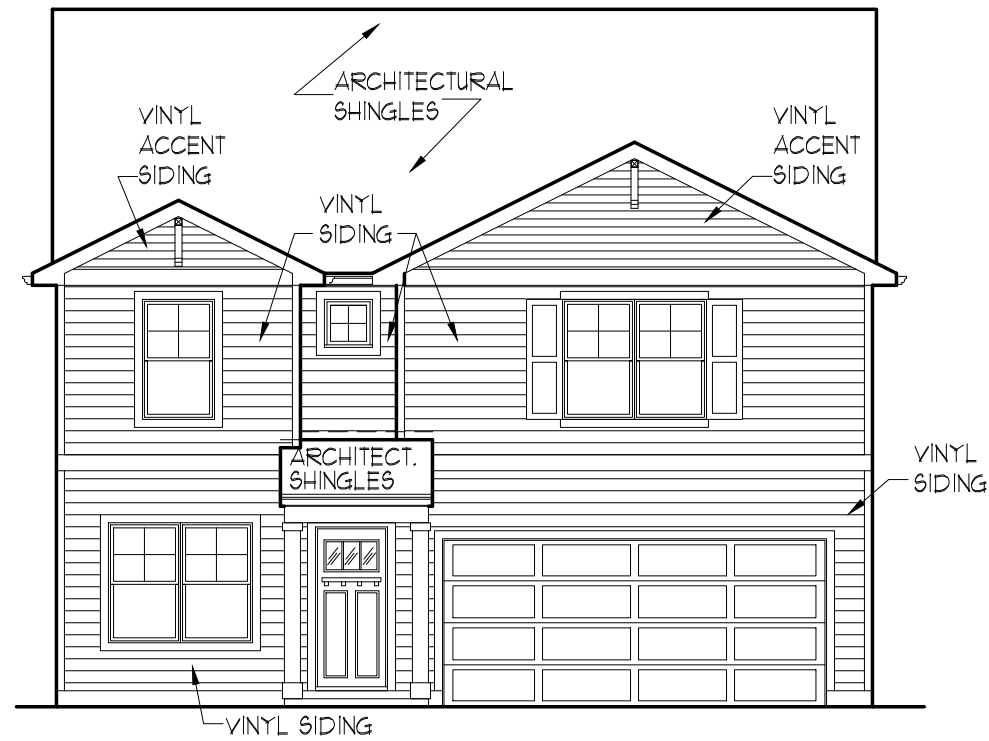
TYPICAL REAR ELEVATION



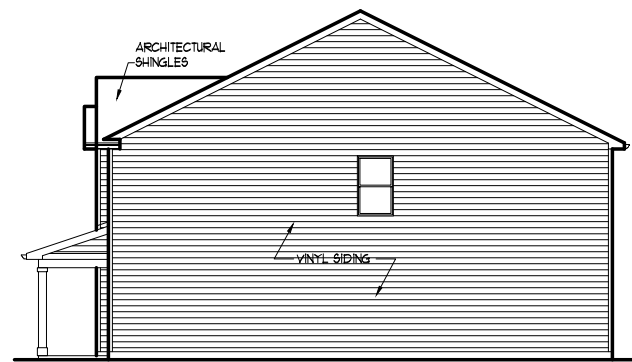
TYPICAL LEFT ELEVATION

X426

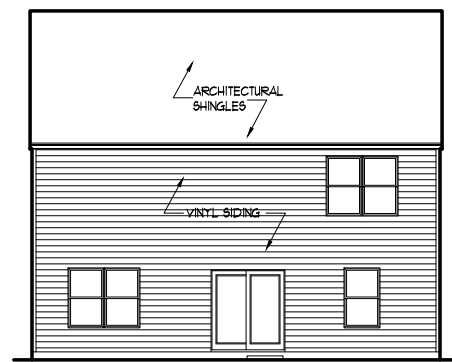
X-SERIES



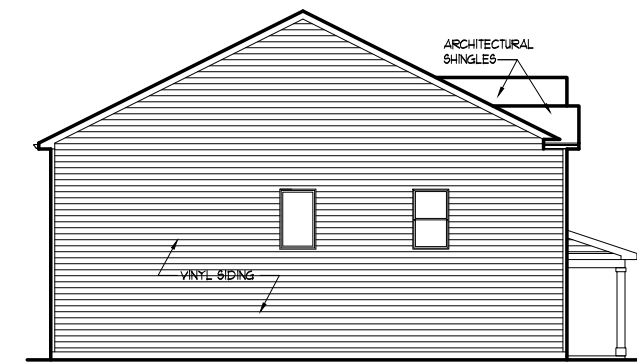
ELEVATION "A1"



TYPICAL RIGHT ELEVATION



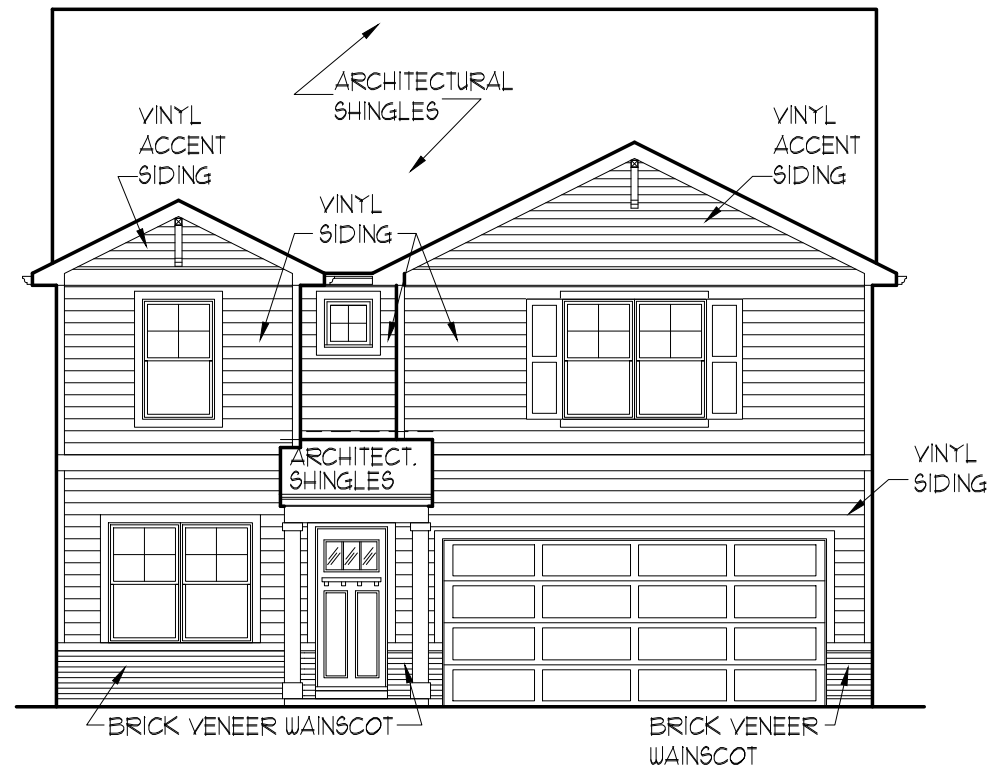
TYPICAL REAR ELEVATION



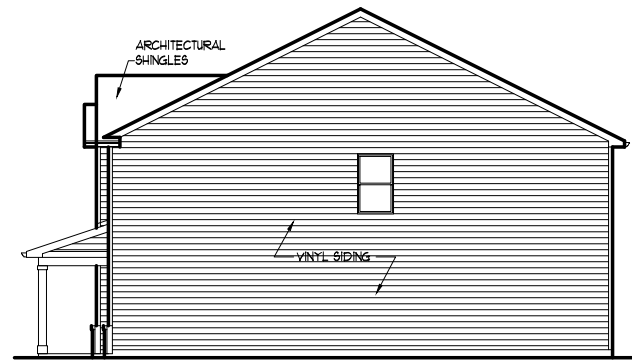
TYPICAL LEFT ELEVATION

X427

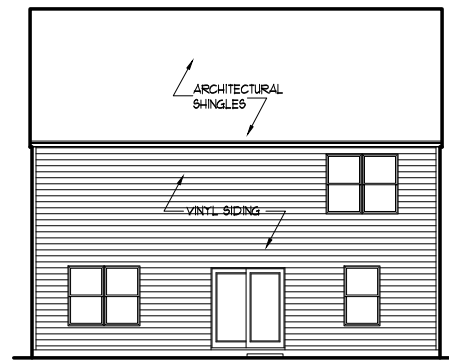
X-SERIES



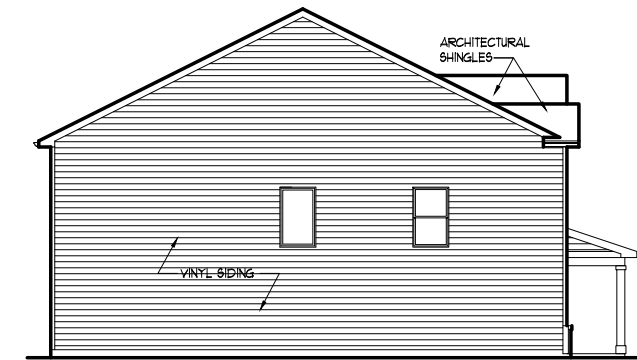
ELEVATION "A2"



TYPICAL RIGHT ELEVATION



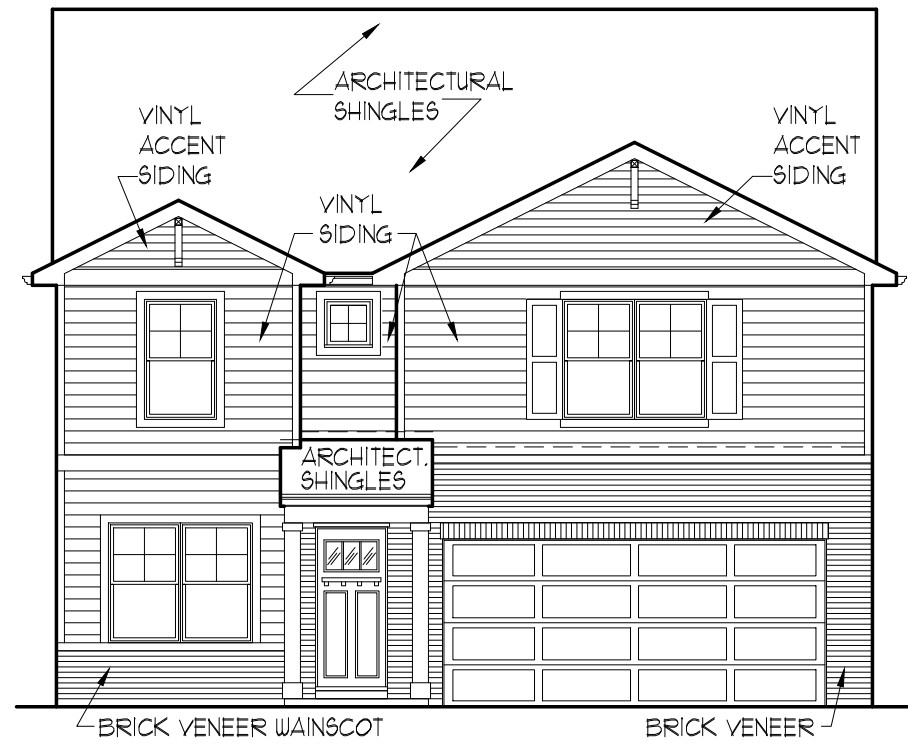
TYPICAL REAR ELEVATION



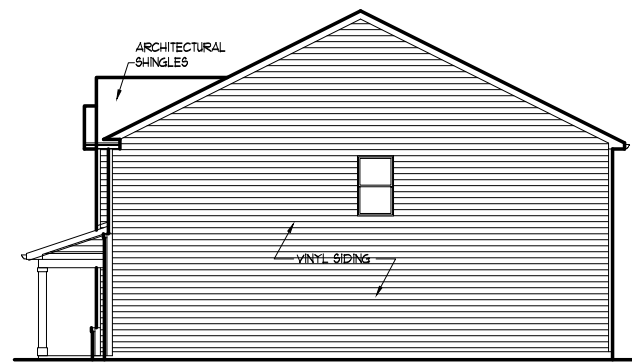
TYPICAL LEFT ELEVATION

X427

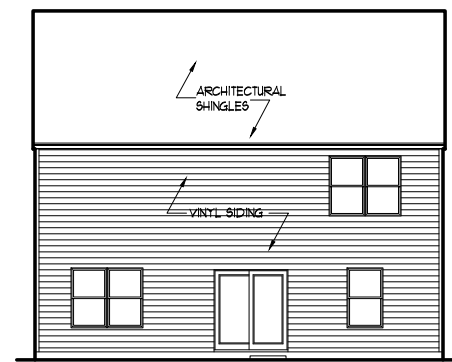
X-SERIES



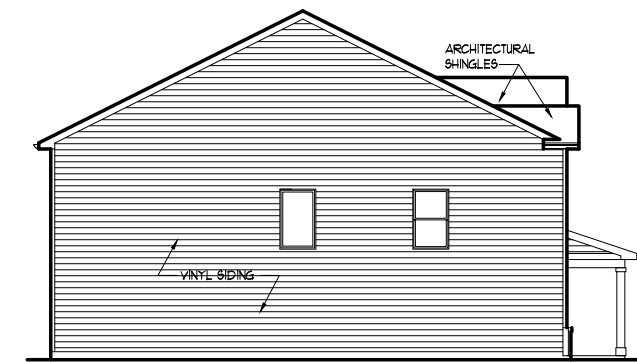
ELEVATION "A4"



TYPICAL RIGHT ELEVATION



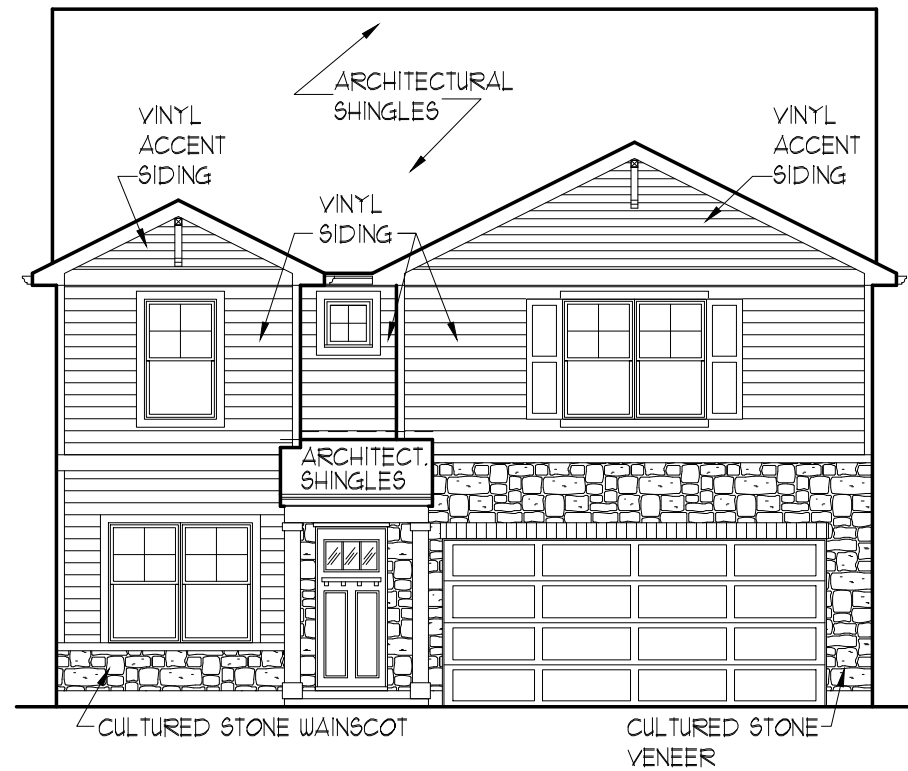
TYPICAL REAR ELEVATION



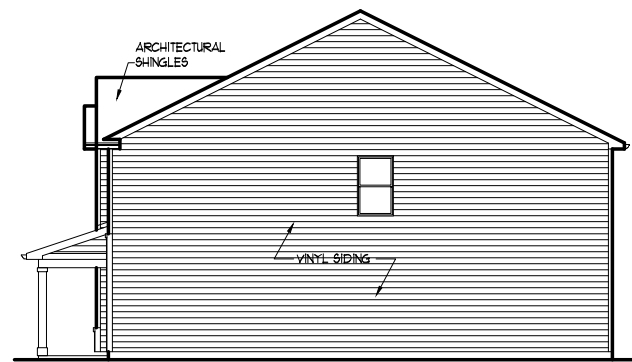
TYPICAL LEFT ELEVATION

X427

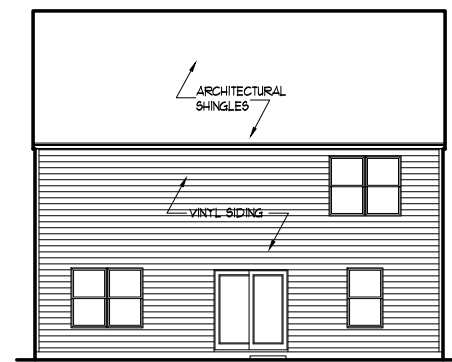
X-SERIES



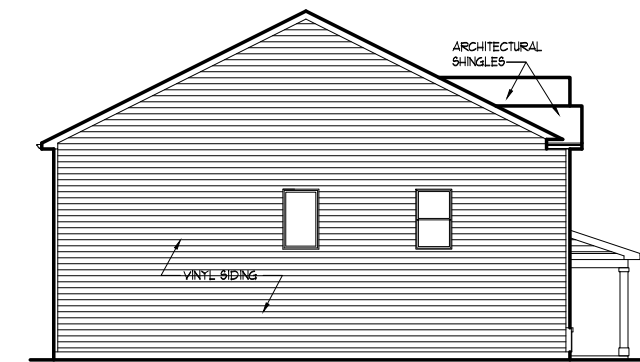
ELEVATION "A5"



TYPICAL RIGHT ELEVATION



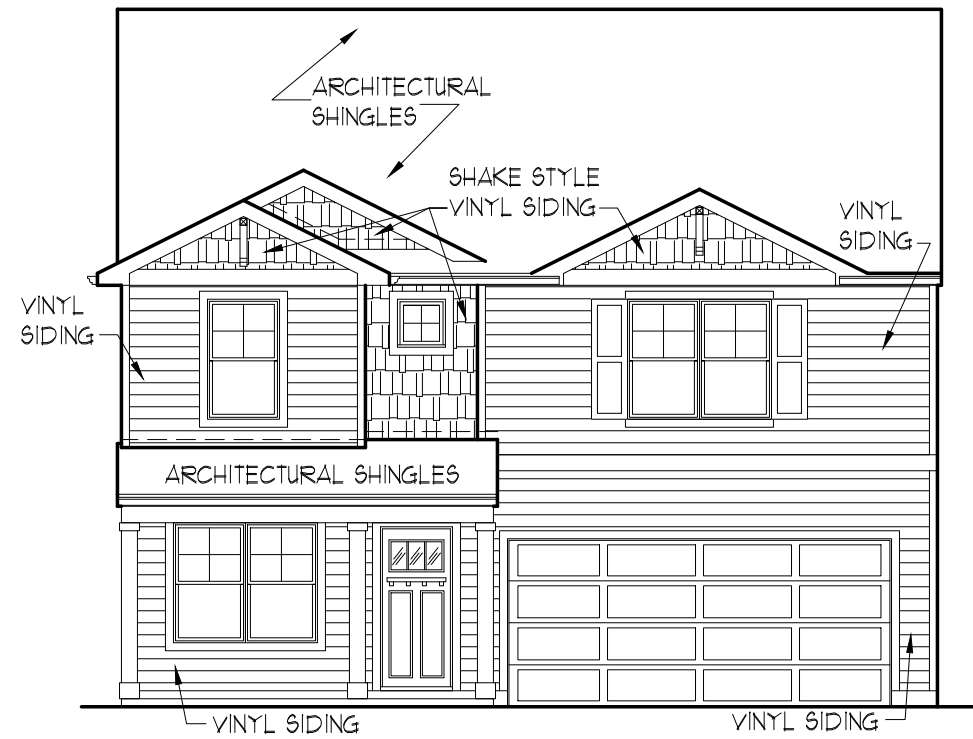
TYPICAL REAR ELEVATION



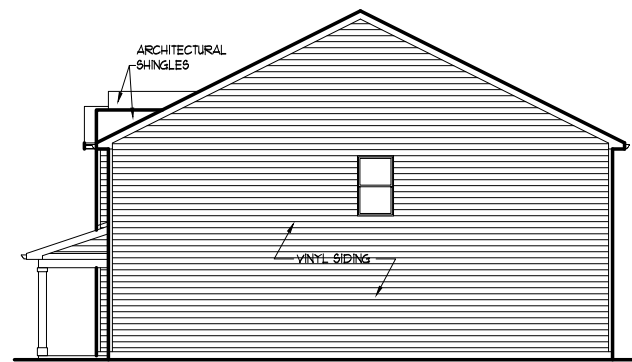
TYPICAL LEFT ELEVATION

X427

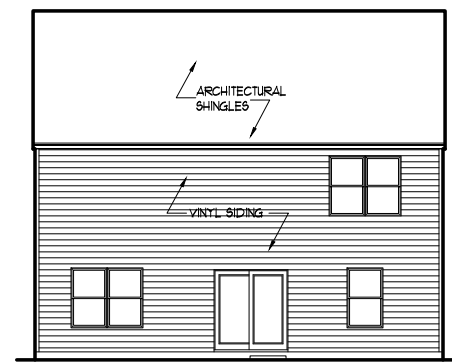
X-SERIES



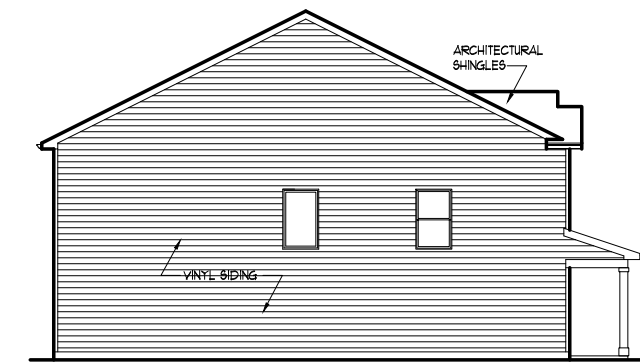
ELEVATION "B1"



TYPICAL RIGHT ELEVATION



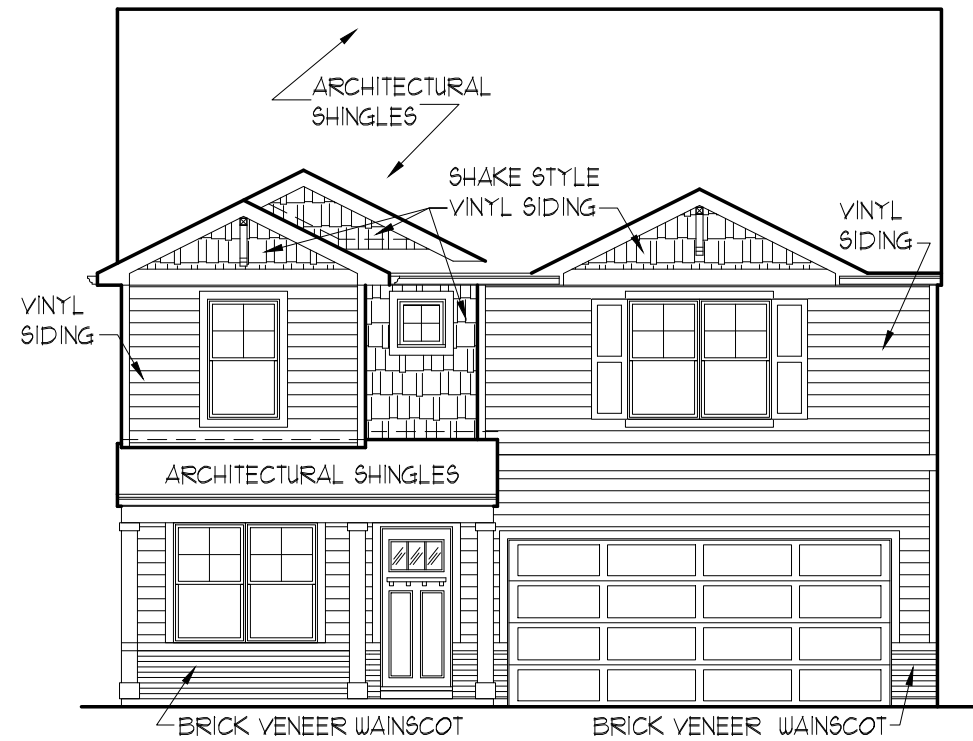
TYPICAL REAR ELEVATION



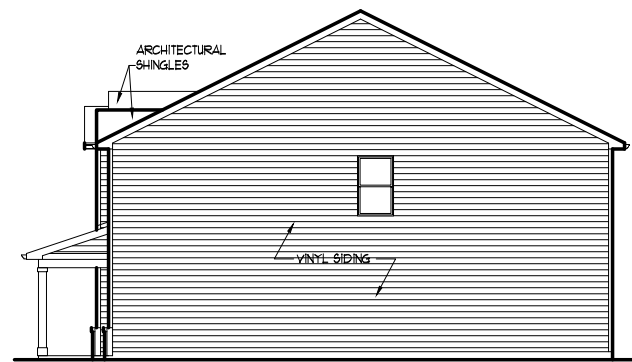
TYPICAL LEFT ELEVATION

X427

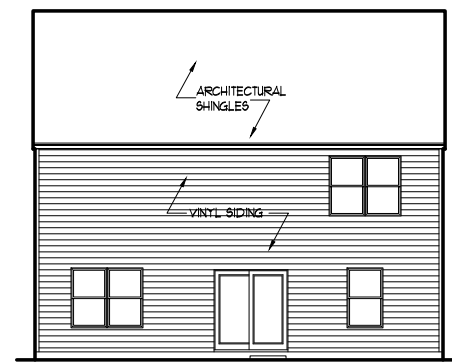
X-SERIES



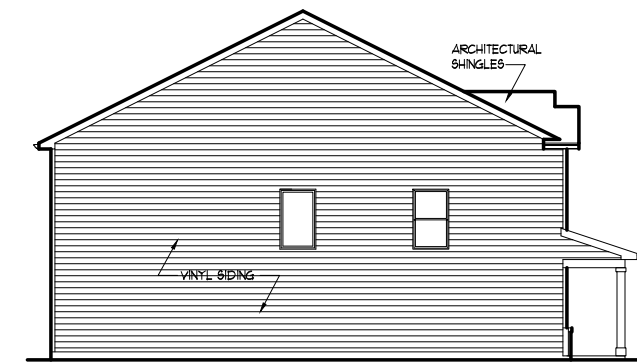
ELEVATION "B2"



TYPICAL RIGHT ELEVATION



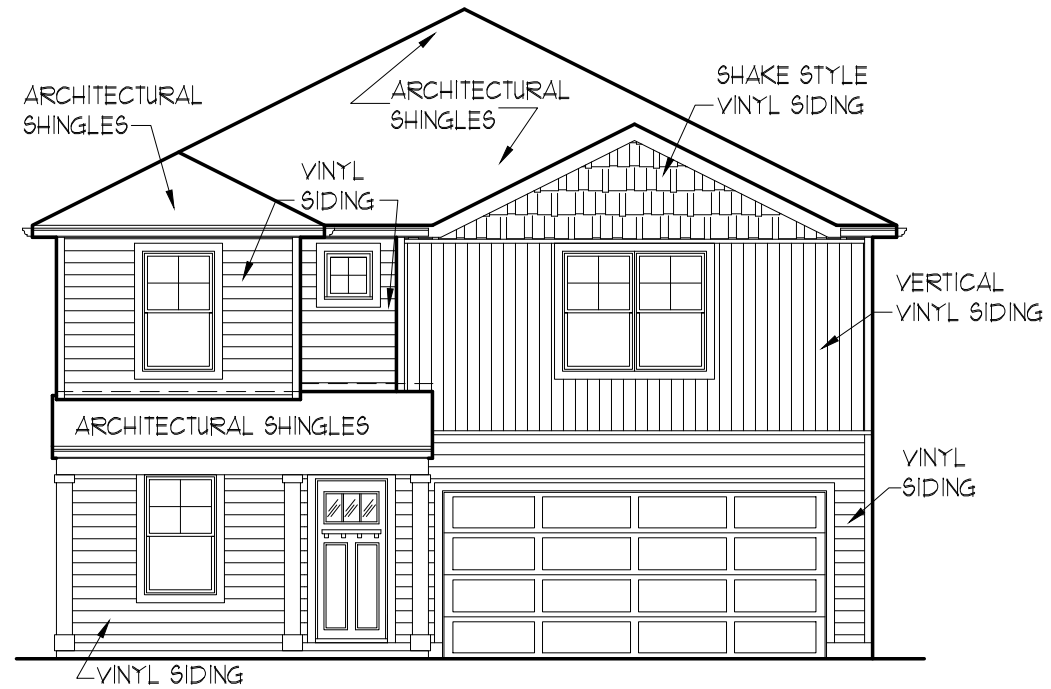
TYPICAL REAR ELEVATION



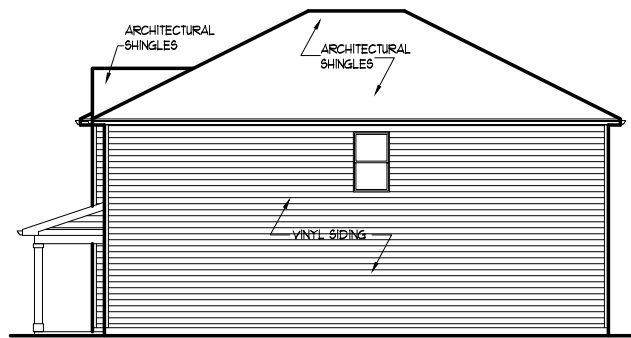
TYPICAL LEFT ELEVATION

X427

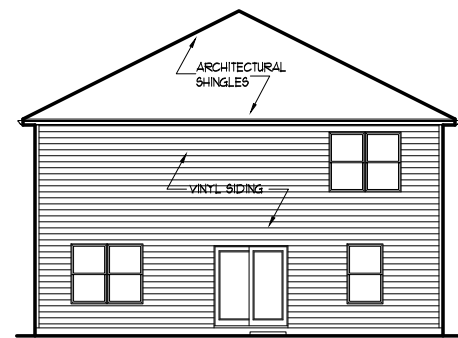
X-SERIES



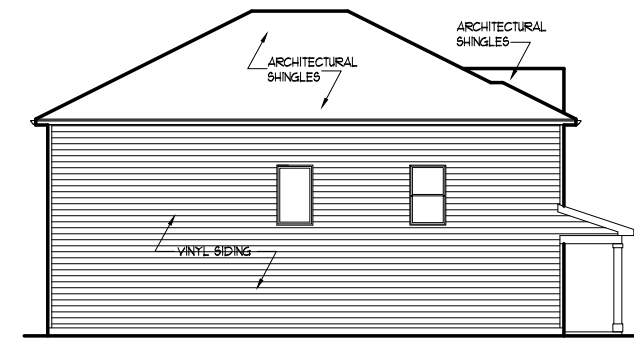
ELEVATION "D1"



TYPICAL RIGHT ELEVATION



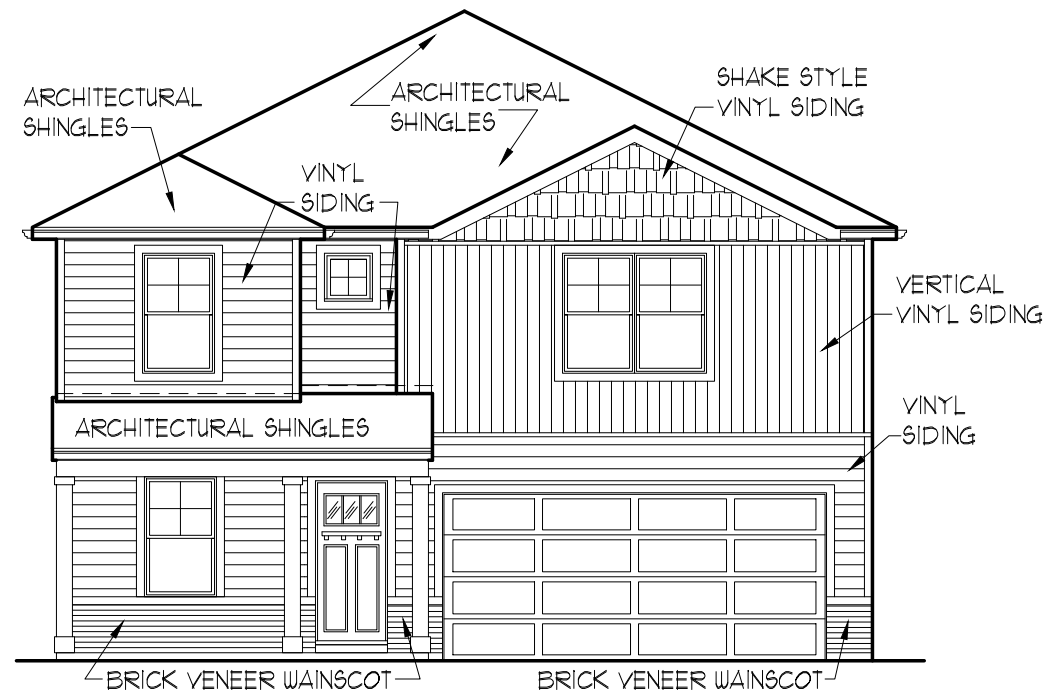
TYPICAL REAR ELEVATION



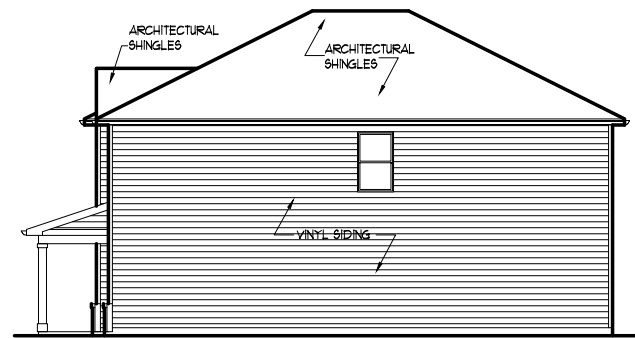
TYPICAL LEFT ELEVATION

X427

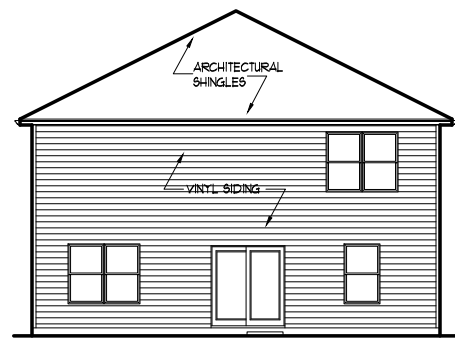
X-SERIES



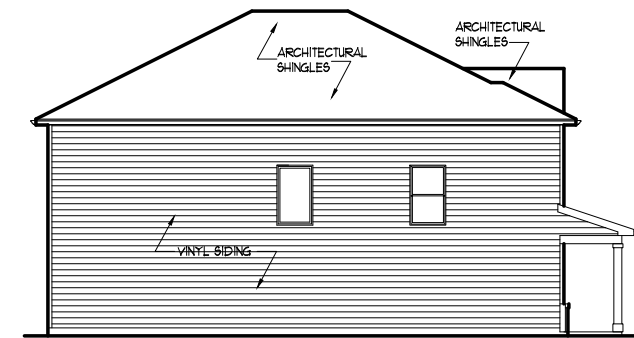
ELEVATION "D2"



TYPICAL RIGHT ELEVATION



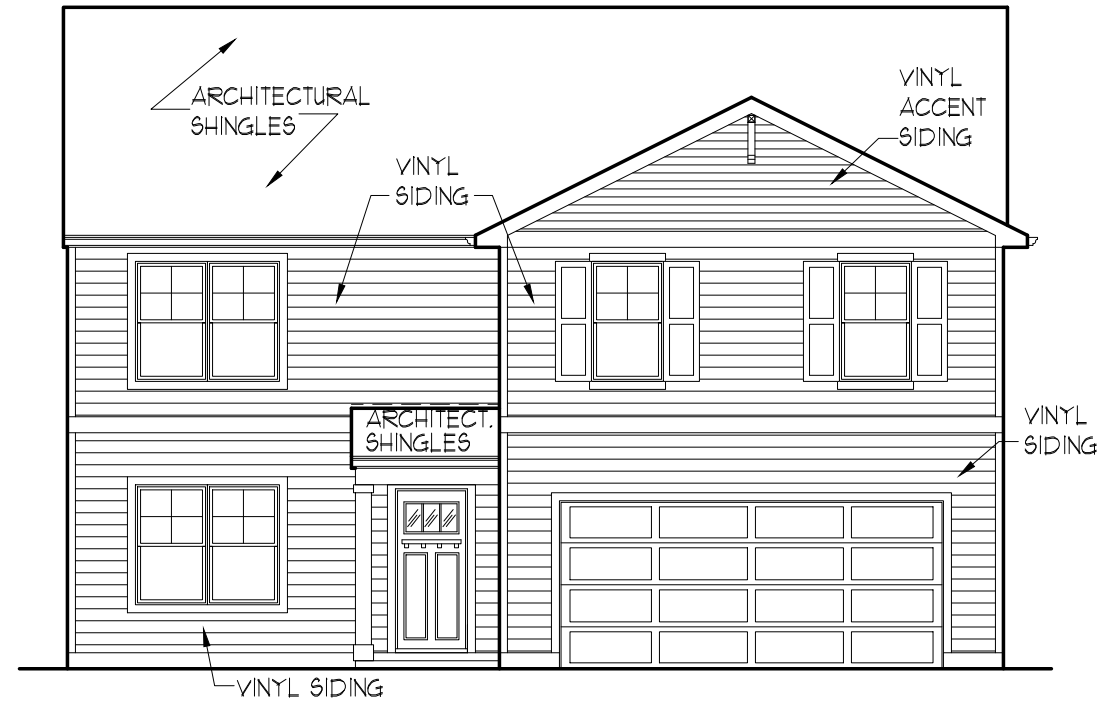
TYPICAL REAR ELEVATION



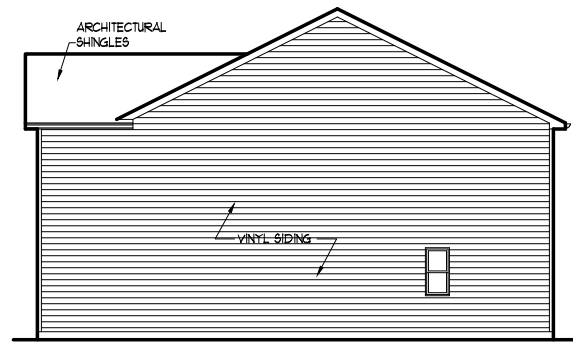
TYPICAL LEFT ELEVATION

X427

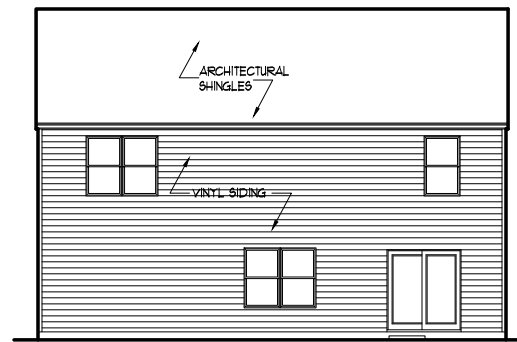
X-SERIES



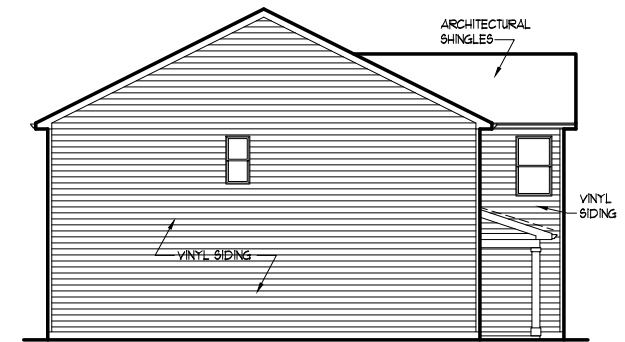
ELEVATION "A1"



TYPICAL RIGHT ELEVATION



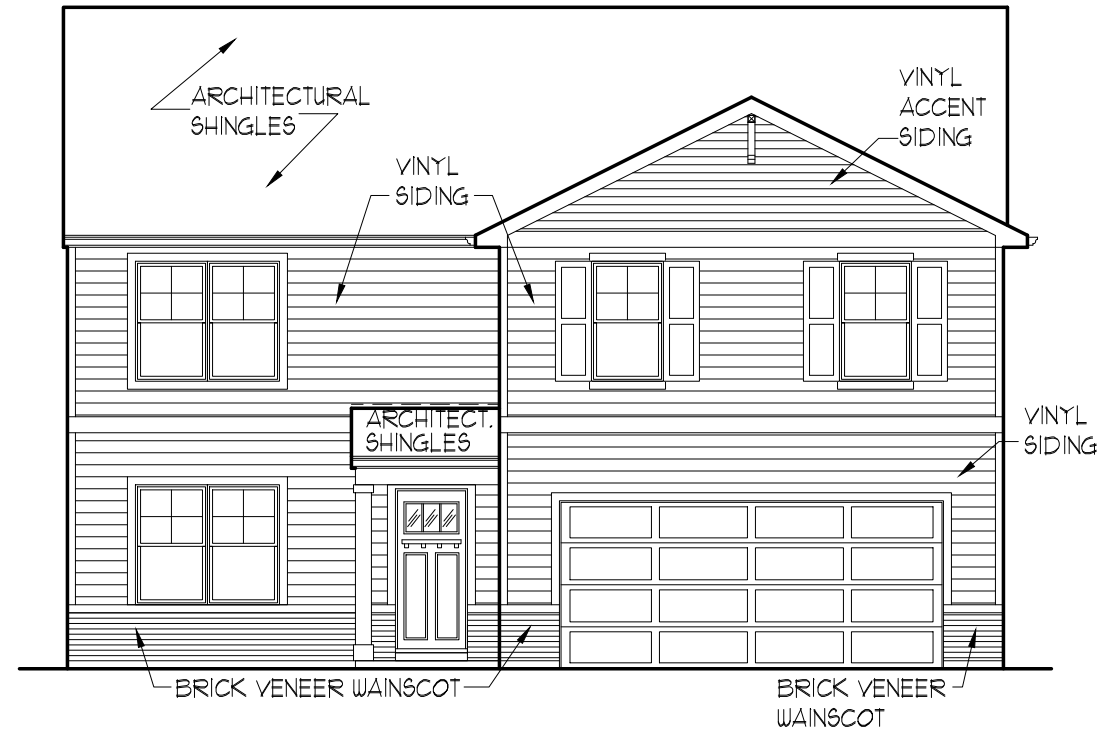
TYPICAL REAR ELEVATION



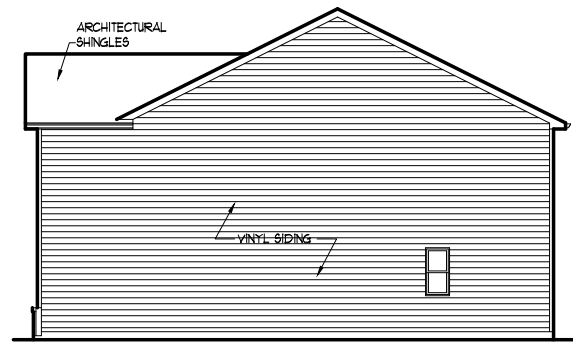
TYPICAL LEFT ELEVATION

X429

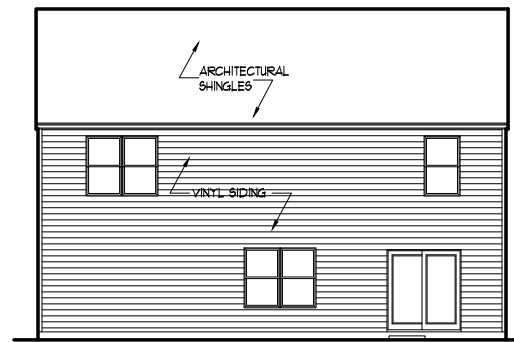
X-SERIES



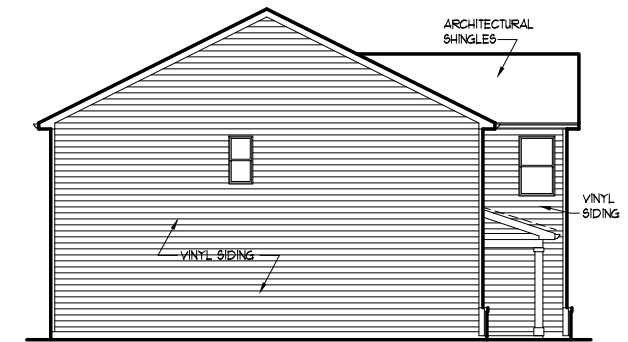
ELEVATION "A2"



TYPICAL RIGHT ELEVATION



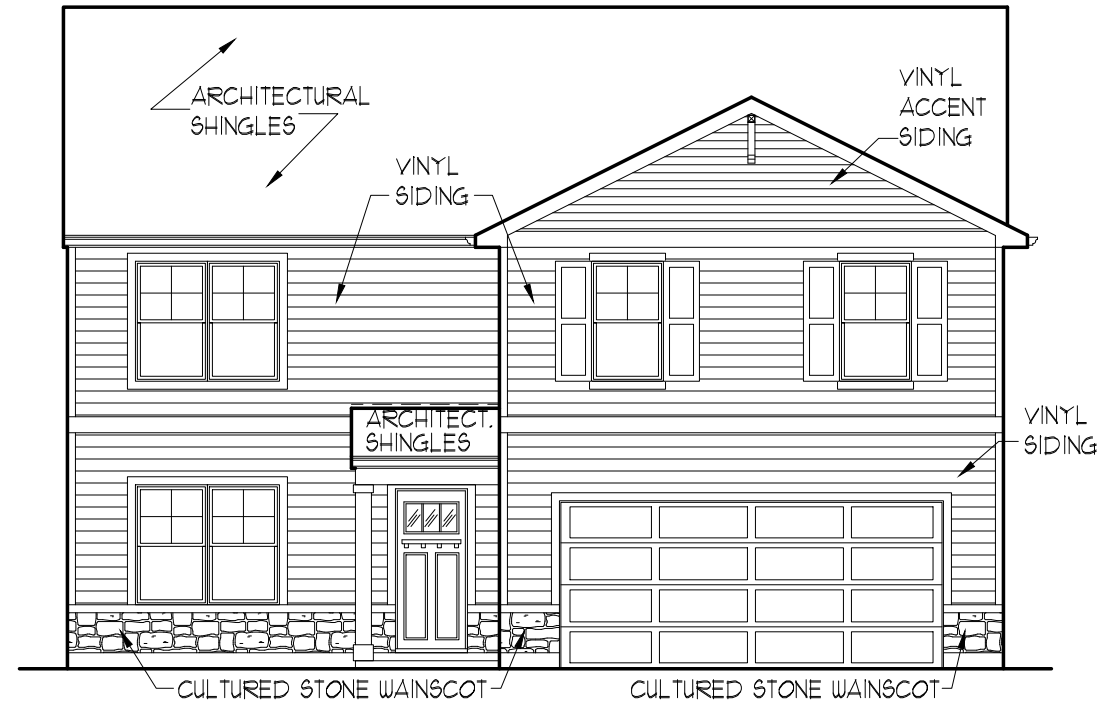
TYPICAL REAR ELEVATION



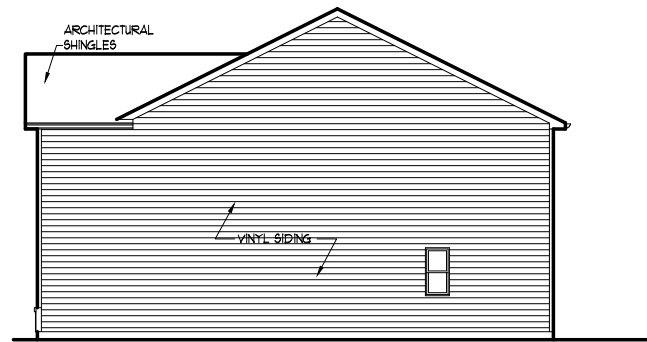
TYPICAL LEFT ELEVATION

X429

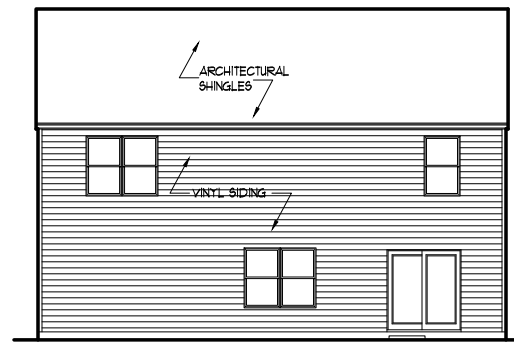
X-SERIES



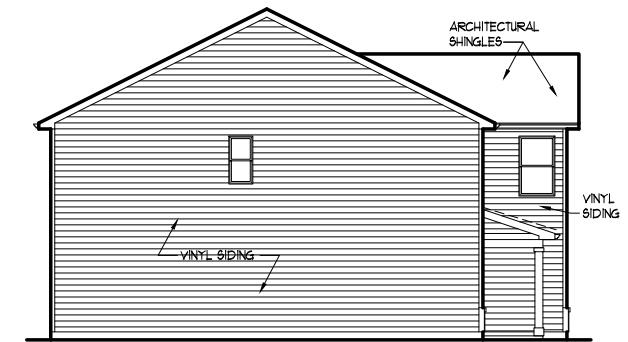
ELEVATION "A3"



TYPICAL RIGHT ELEVATION



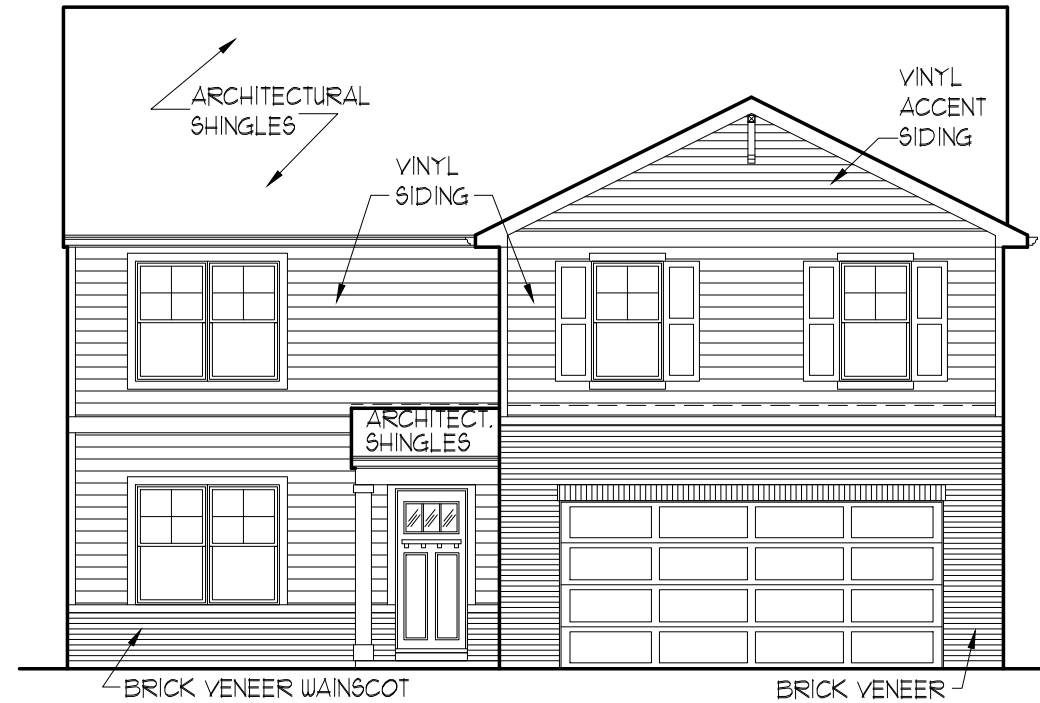
TYPICAL REAR ELEVATION



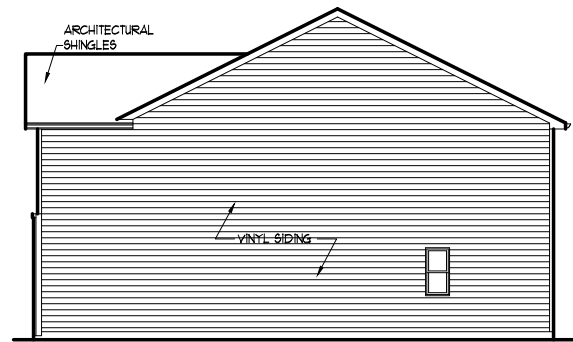
TYPICAL LEFT ELEVATION

X429

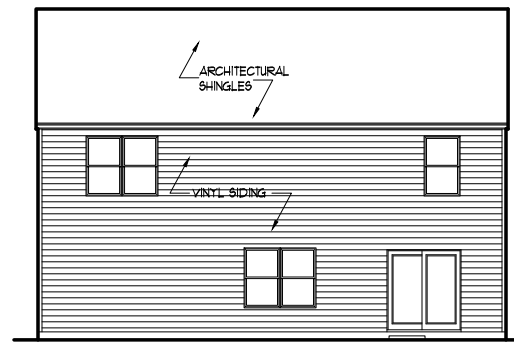
X-SERIES



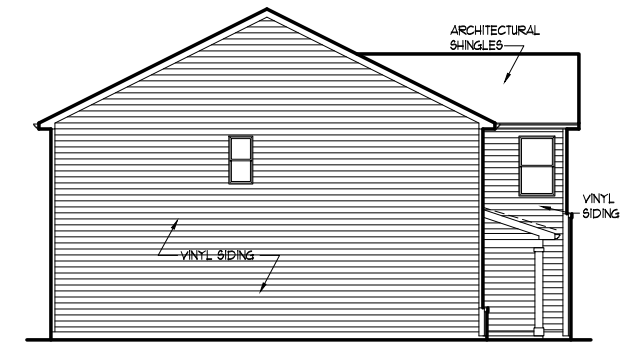
ELEVATION "A4"



TYPICAL RIGHT ELEVATION



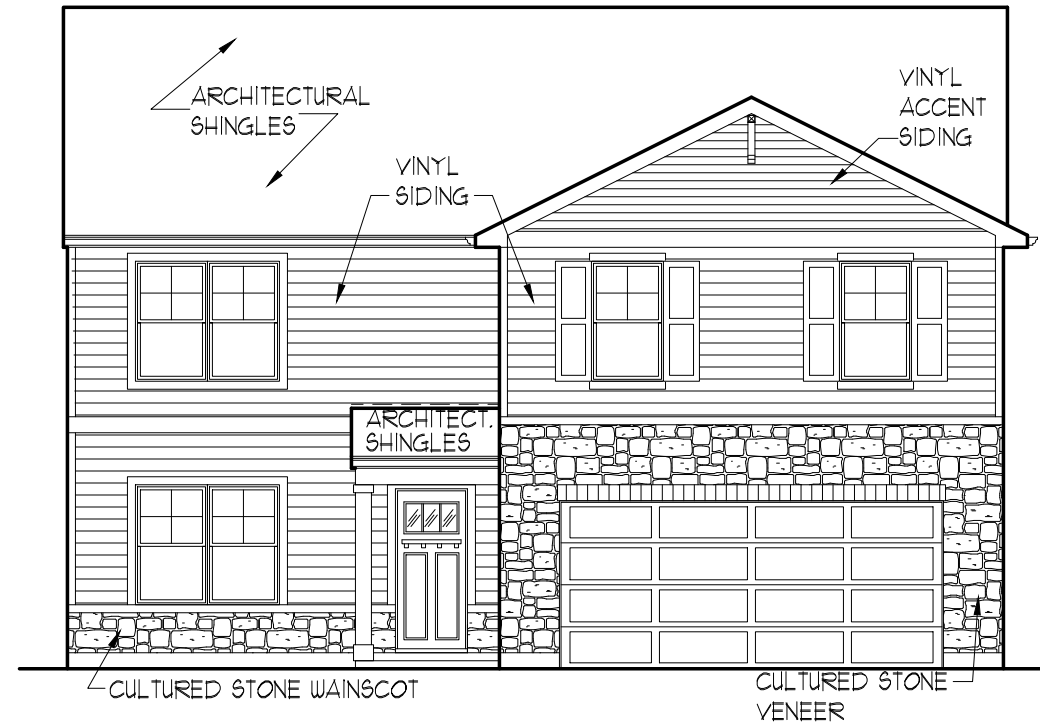
TYPICAL REAR ELEVATION



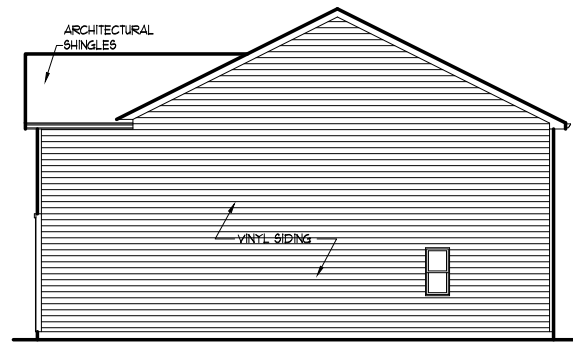
TYPICAL LEFT ELEVATION

X429

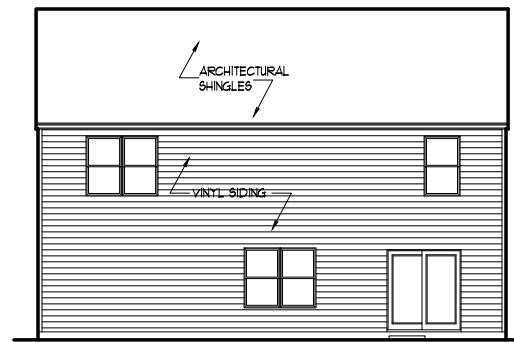
X-SERIES



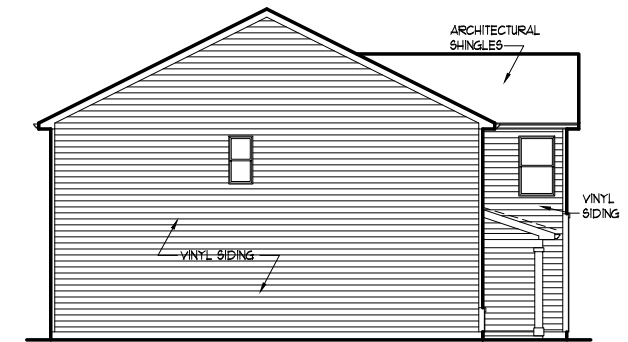
ELEVATION "A5"



TYPICAL RIGHT ELEVATION



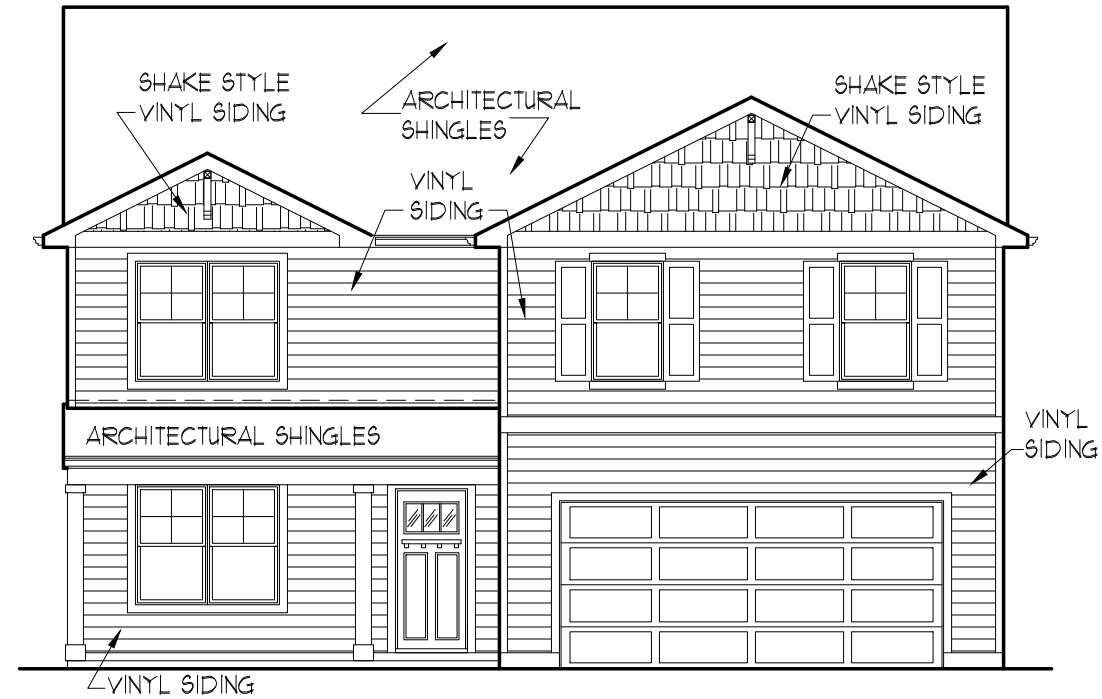
TYPICAL REAR ELEVATION



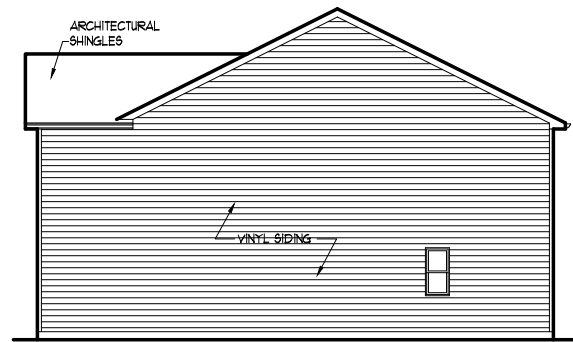
TYPICAL LEFT ELEVATION

X429

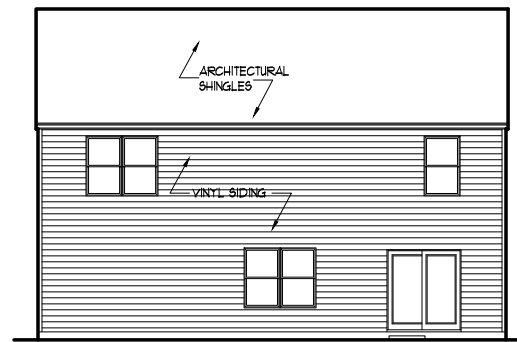
X-SERIES



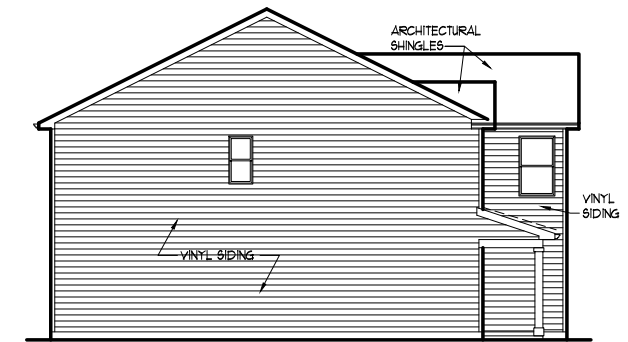
ELEVATION "B1"



TYPICAL RIGHT ELEVATION



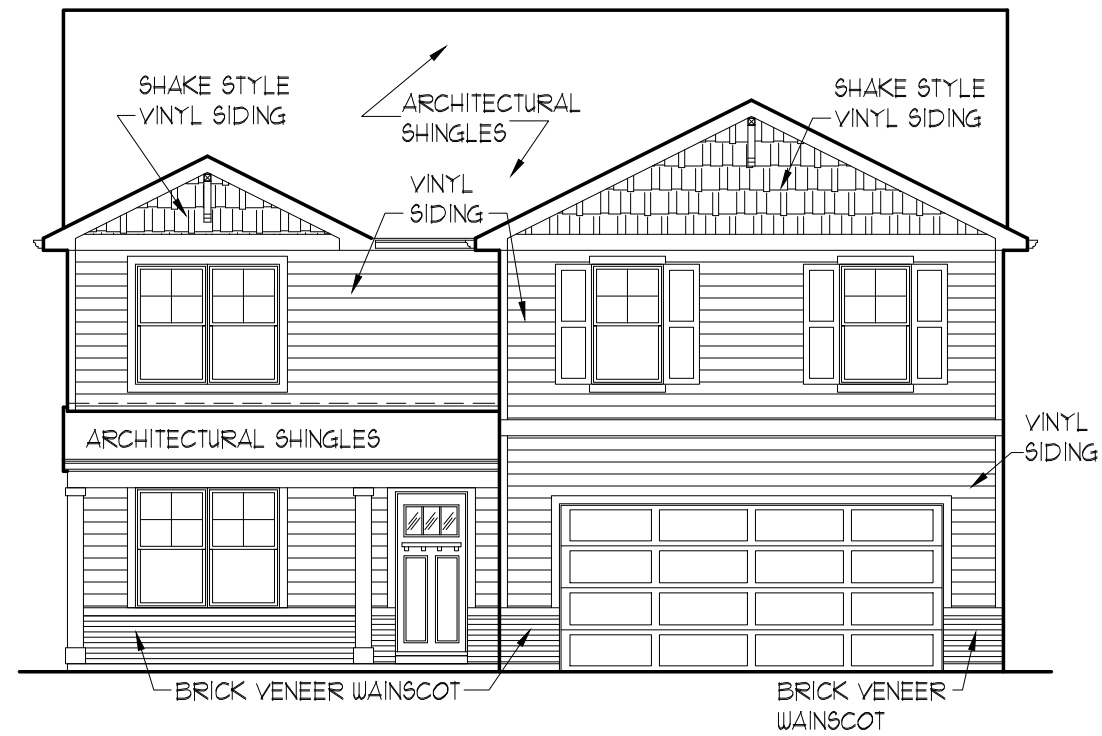
TYPICAL REAR ELEVATION



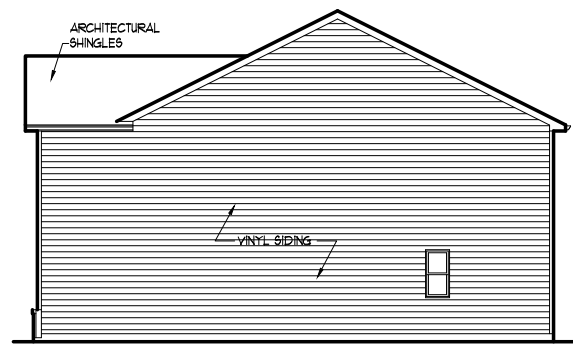
TYPICAL LEFT ELEVATION

X429

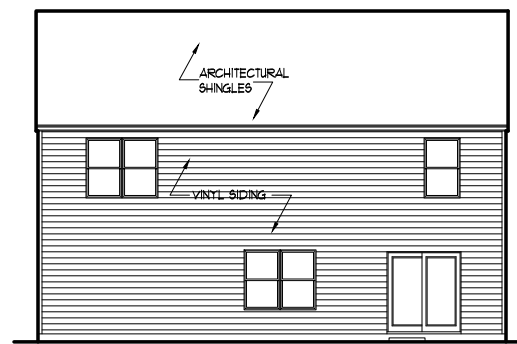
X-SERIES



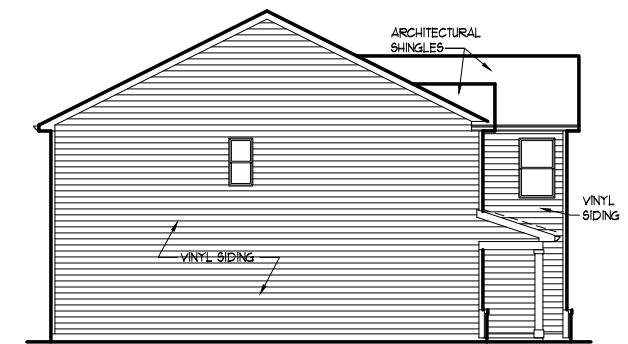
ELEVATION "B2"



TYPICAL RIGHT ELEVATION



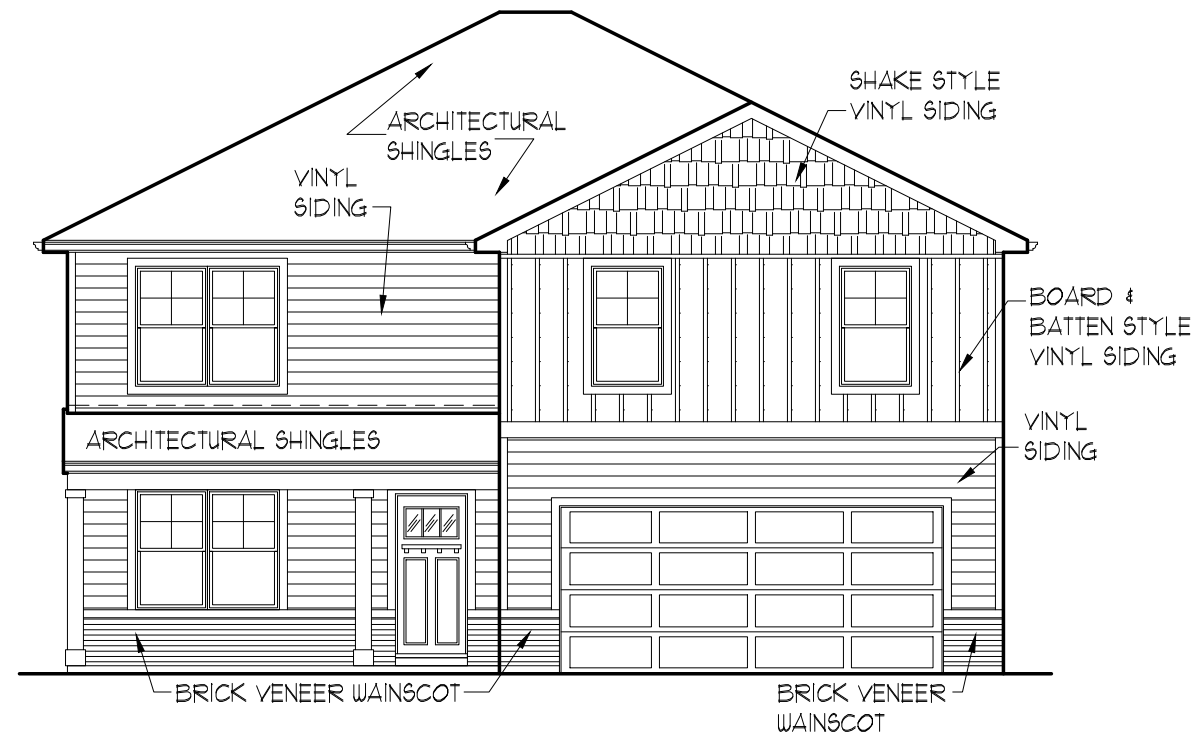
TYPICAL REAR ELEVATION



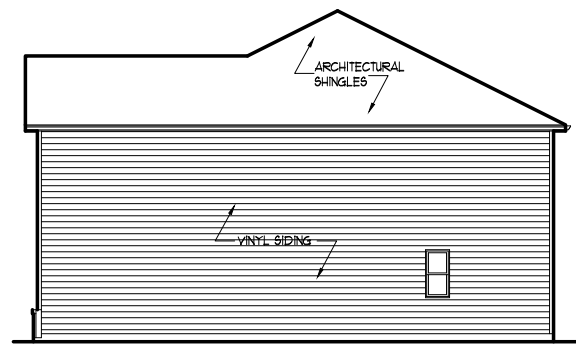
TYPICAL LEFT ELEVATION

X429

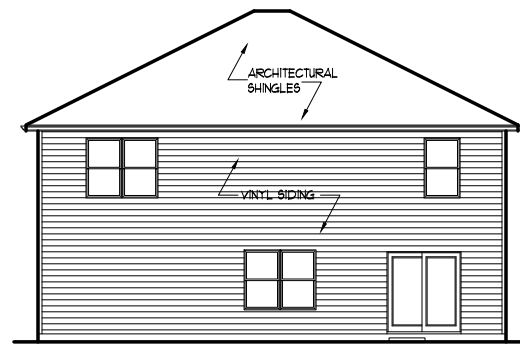
X-SERIES



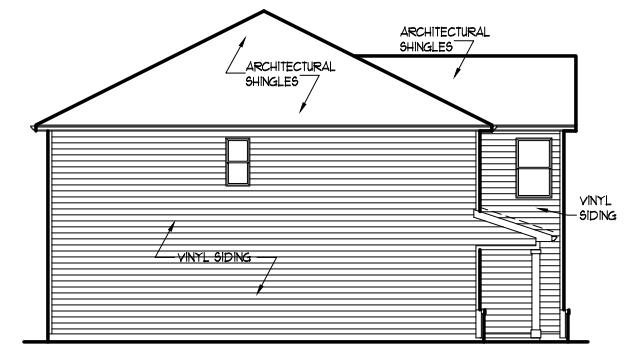
ELEVATION "D2"



TYPICAL RIGHT ELEVATION



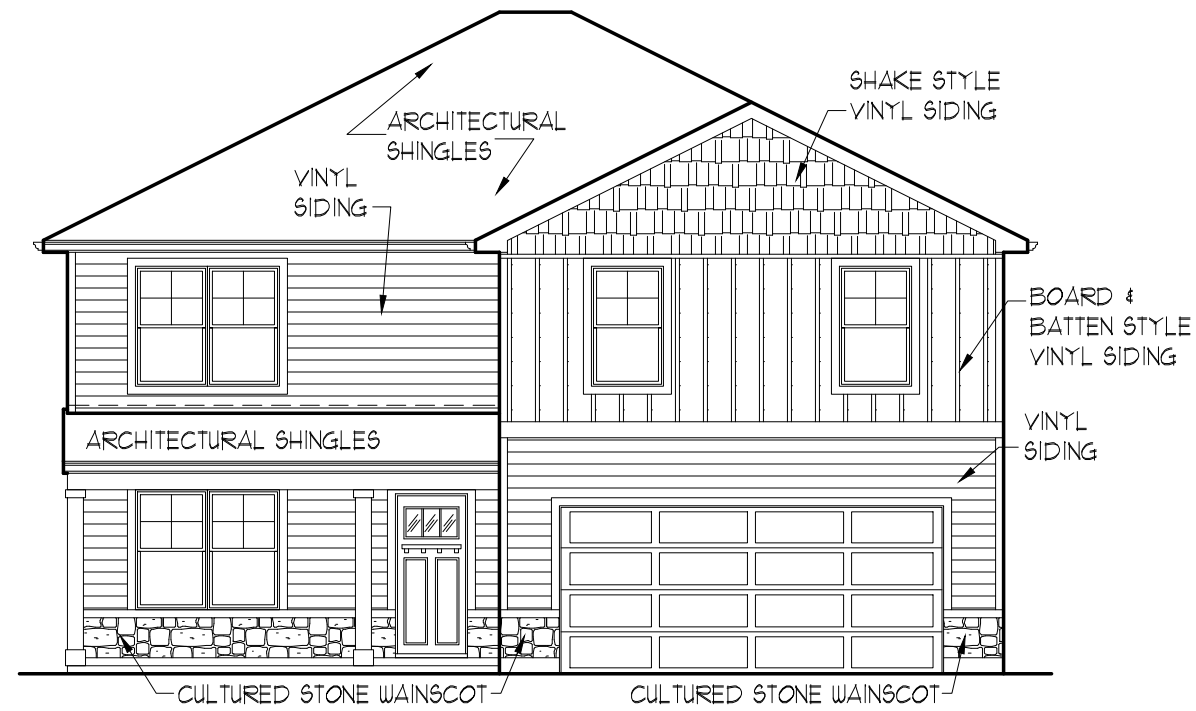
TYPICAL REAR ELEVATION



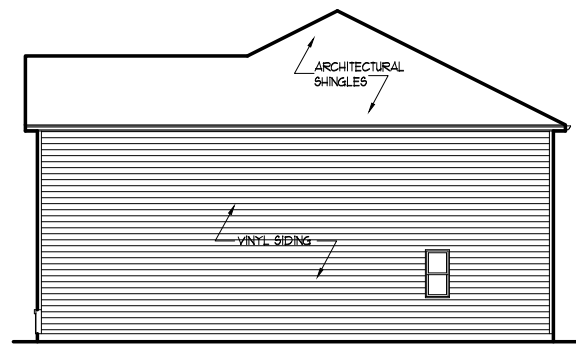
TYPICAL LEFT ELEVATION

X429

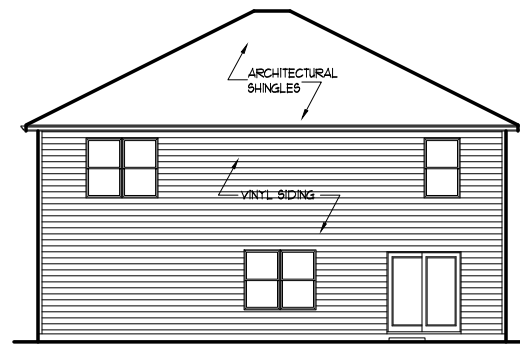
X-SERIES



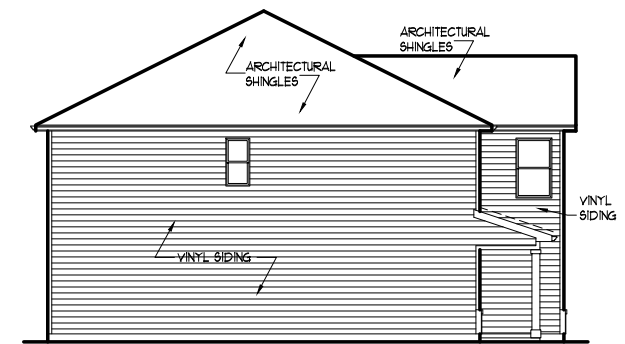
ELEVATION "D3"



TYPICAL RIGHT ELEVATION



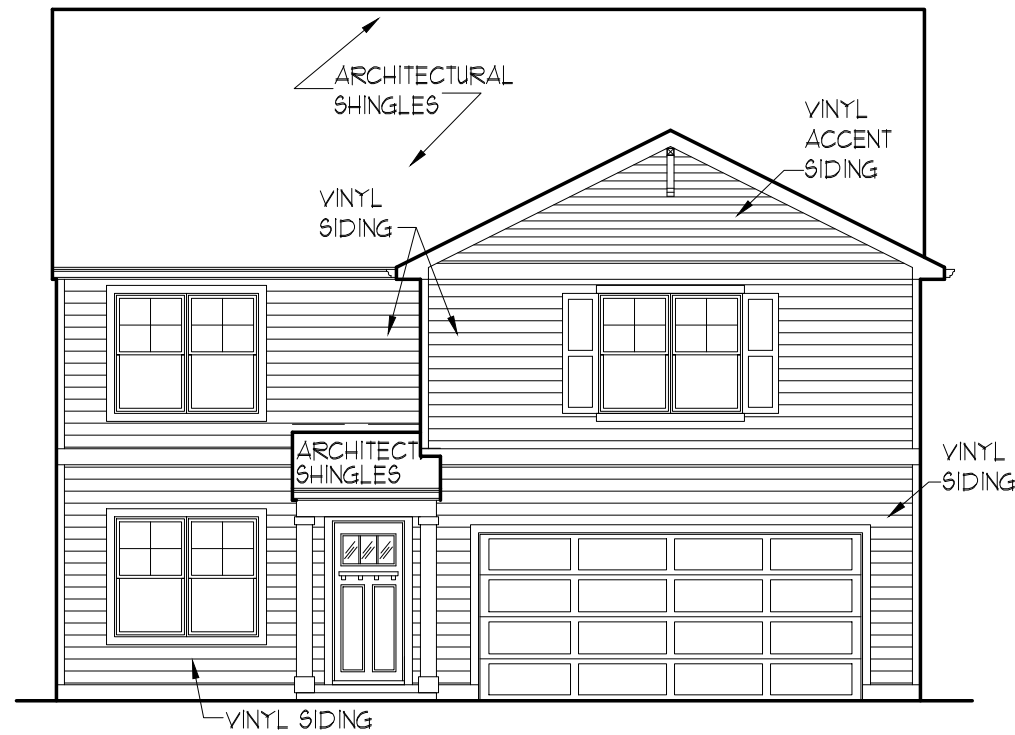
TYPICAL REAR ELEVATION



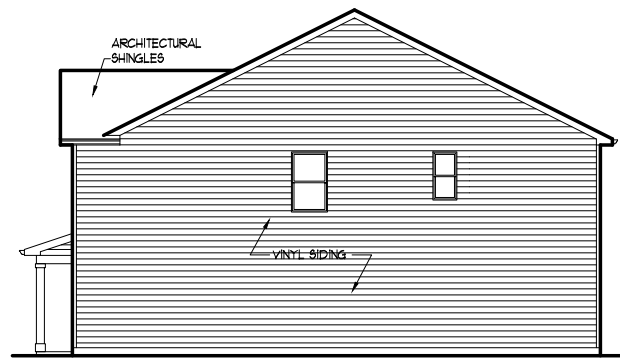
TYPICAL LEFT ELEVATION

X429

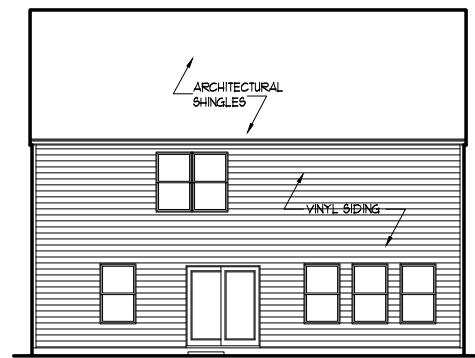
X-SERIES



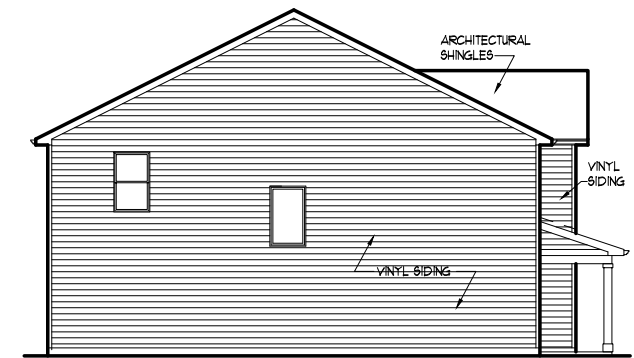
ELEVATION "A1"



TYPICAL RIGHT ELEVATION



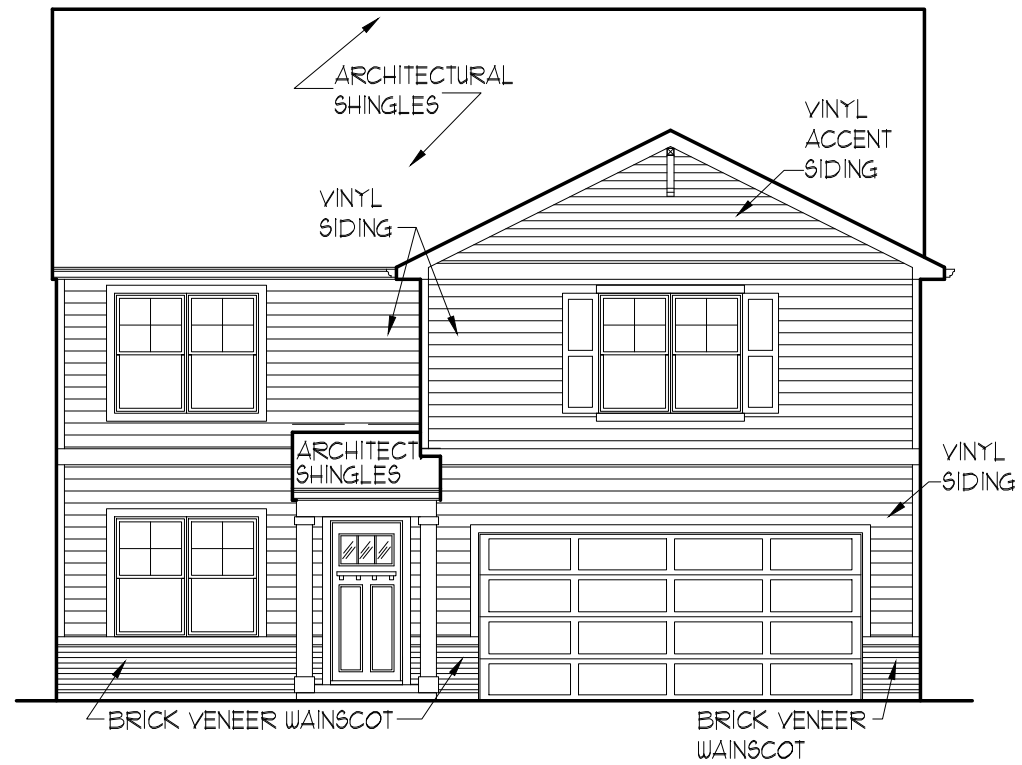
TYPICAL REAR ELEVATION



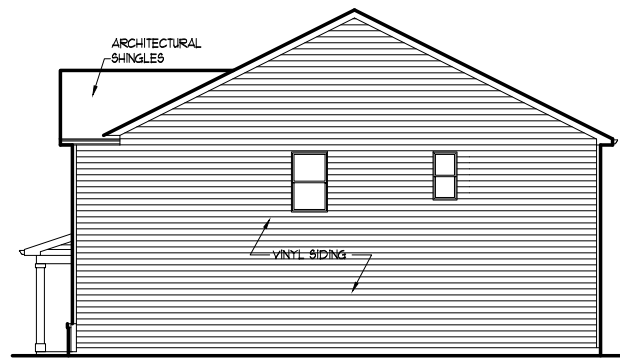
TYPICAL LEFT ELEVATION

X430

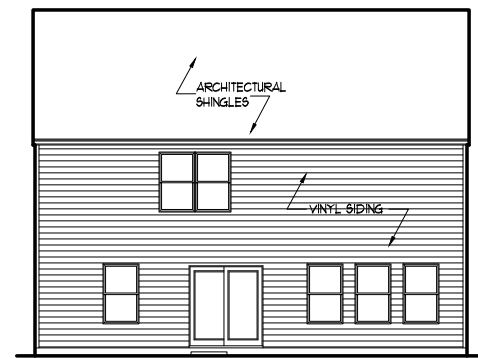
X-SERIES



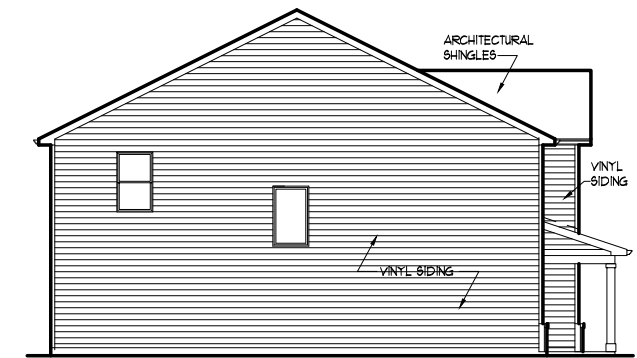
ELEVATION "A2"



TYPICAL RIGHT ELEVATION



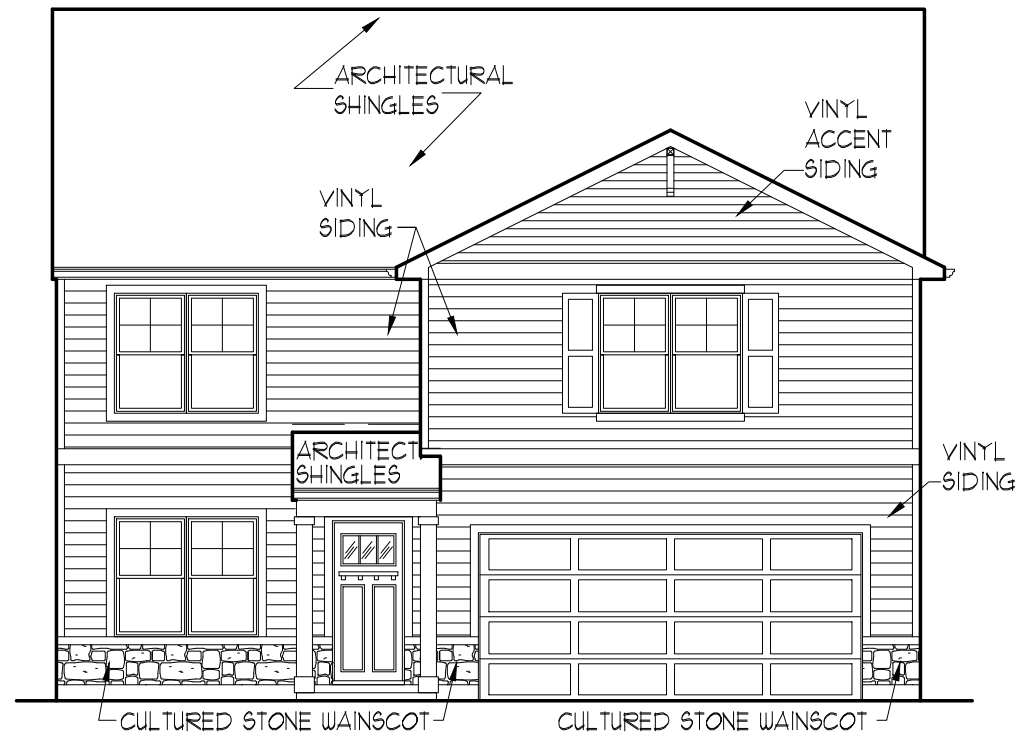
TYPICAL REAR ELEVATION



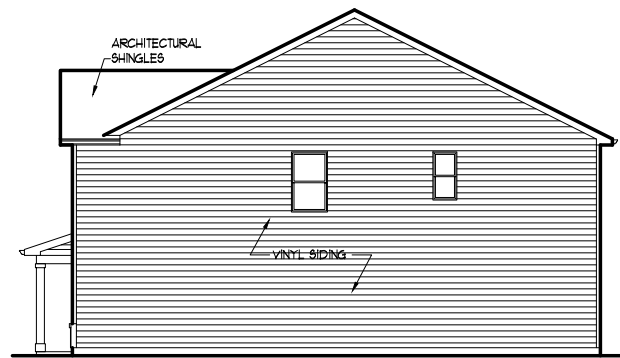
TYPICAL LEFT ELEVATION

X430

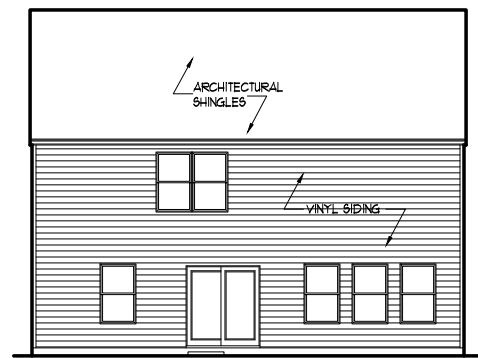
X-SERIES



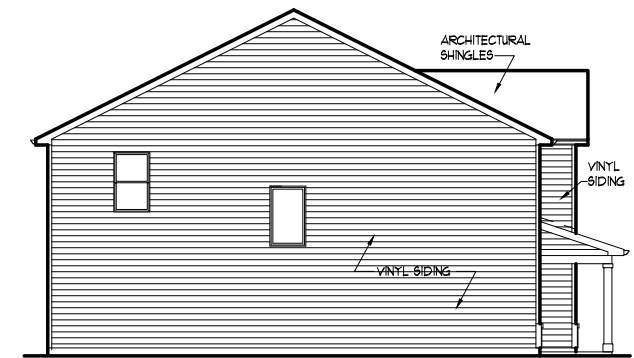
ELEVATION "A3"



TYPICAL RIGHT ELEVATION



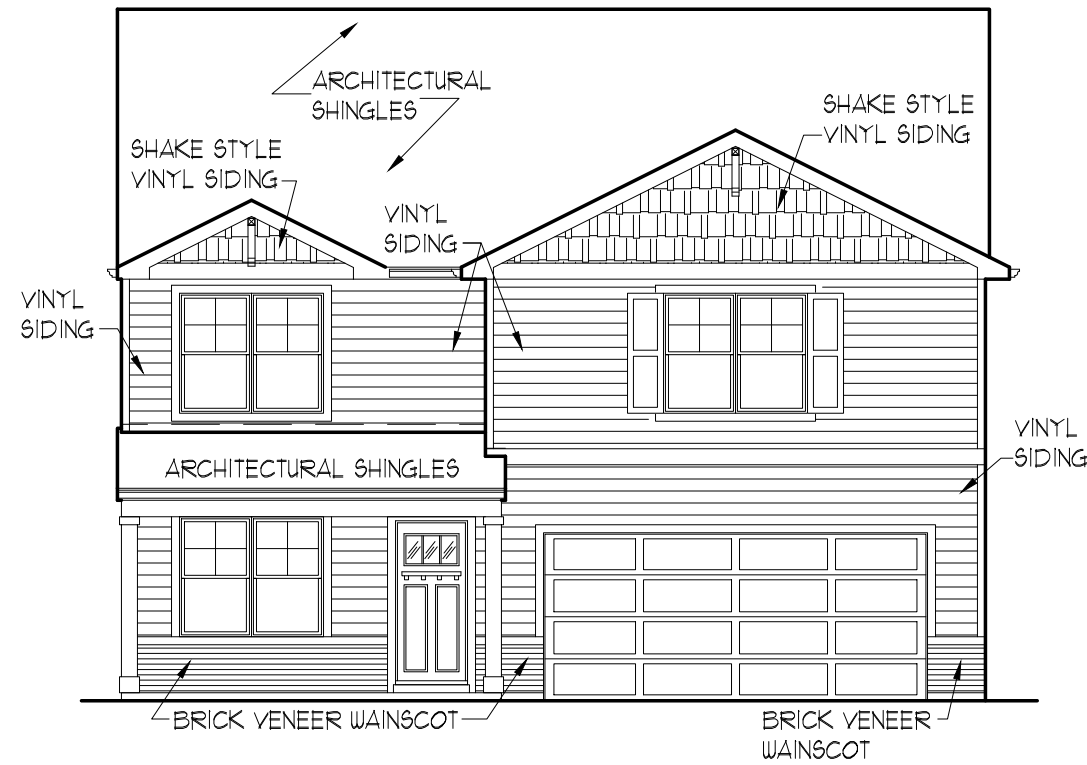
TYPICAL REAR ELEVATION



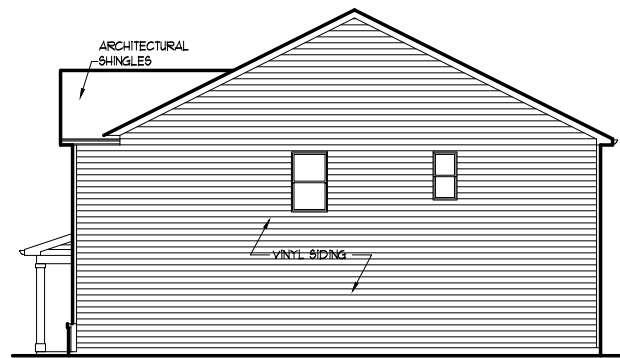
TYPICAL LEFT ELEVATION

X430

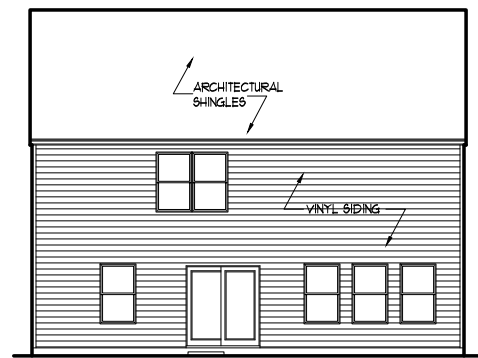
X-SERIES



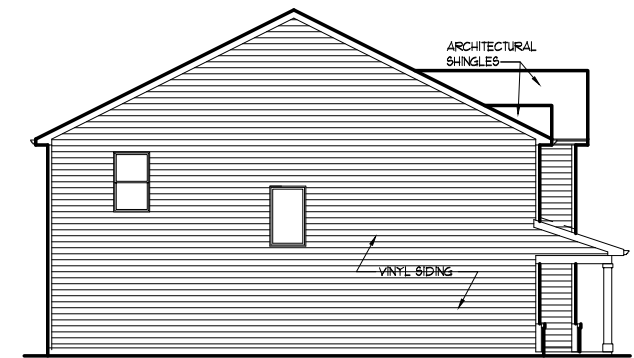
ELEVATION "B2"



TYPICAL RIGHT ELEVATION



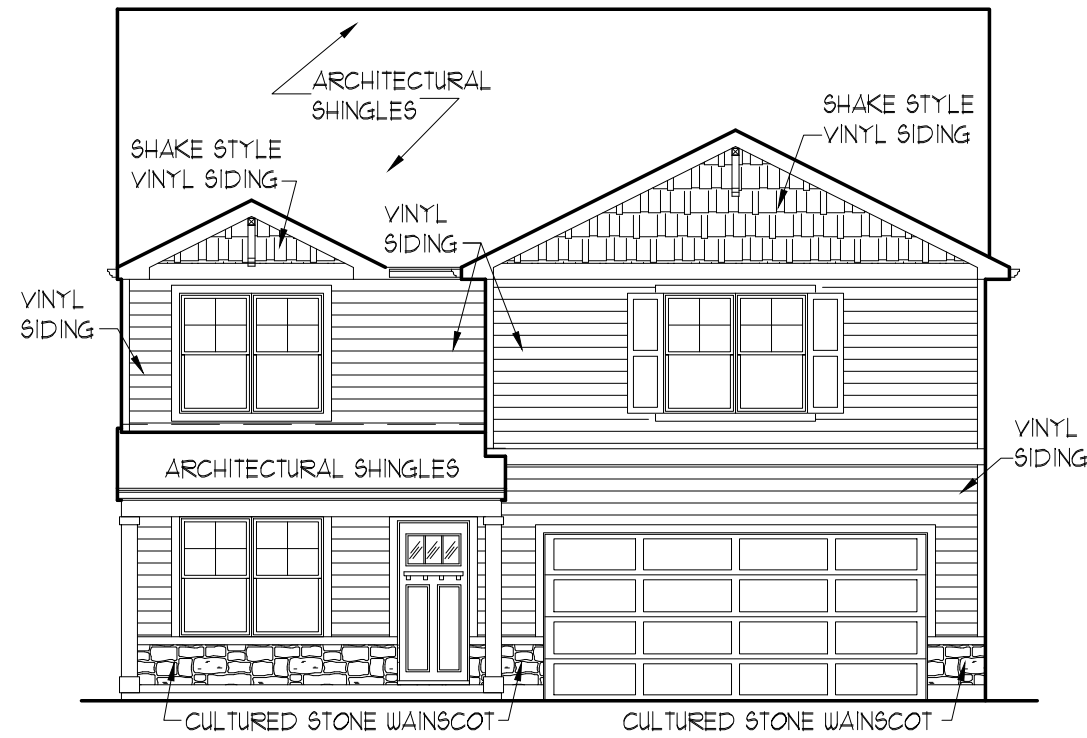
TYPICAL REAR ELEVATION



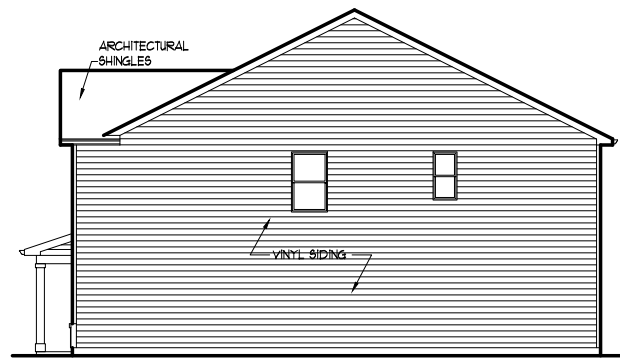
TYPICAL LEFT ELEVATION

X430

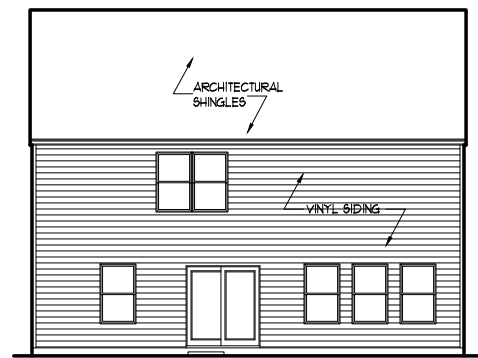
X-SERIES



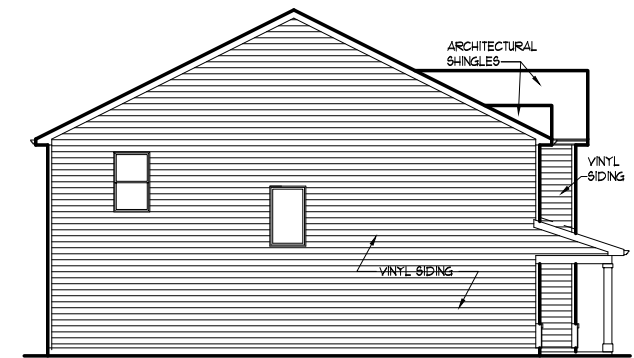
ELEVATION "B3"



TYPICAL RIGHT ELEVATION



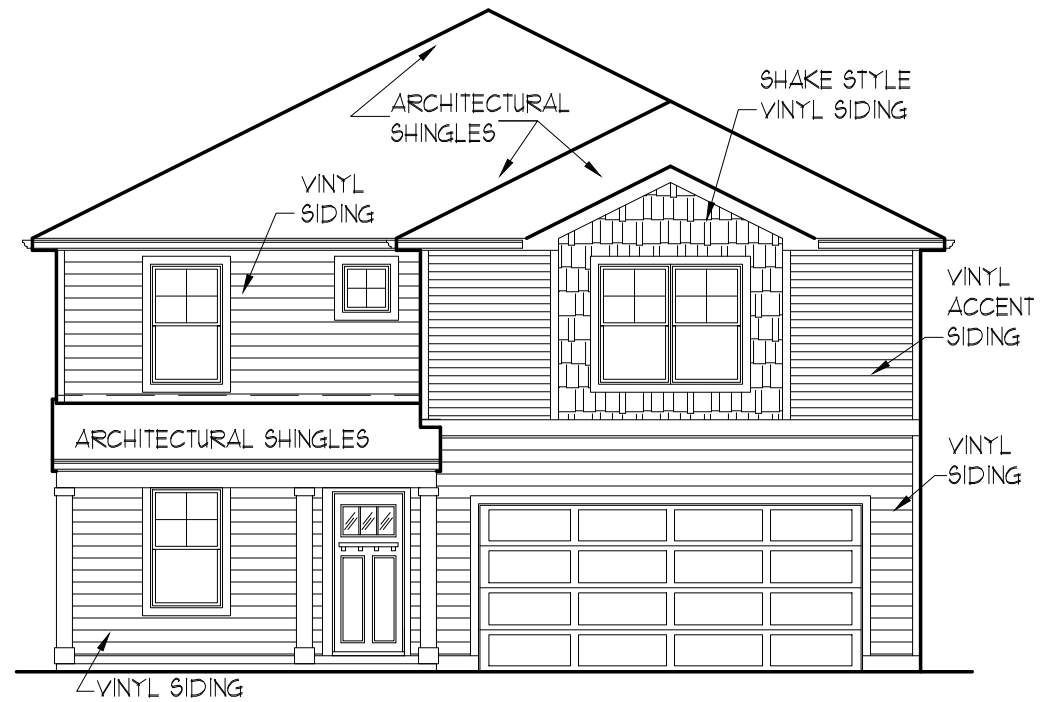
TYPICAL REAR ELEVATION



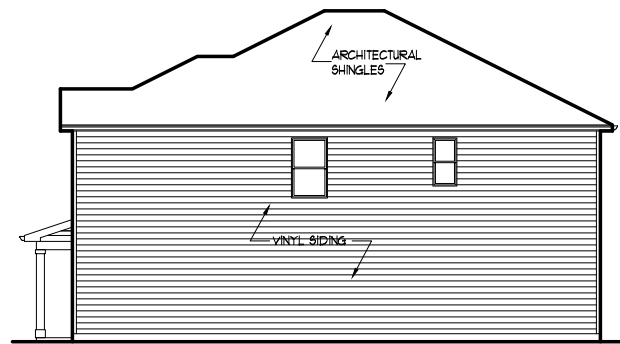
TYPICAL LEFT ELEVATION

X430

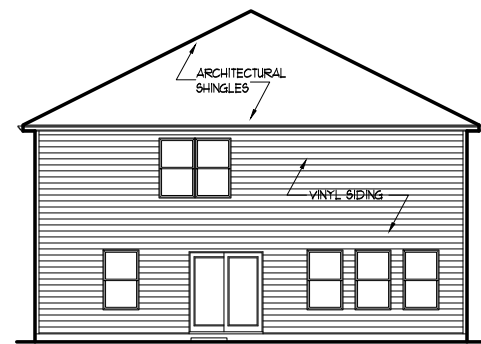
X-SERIES



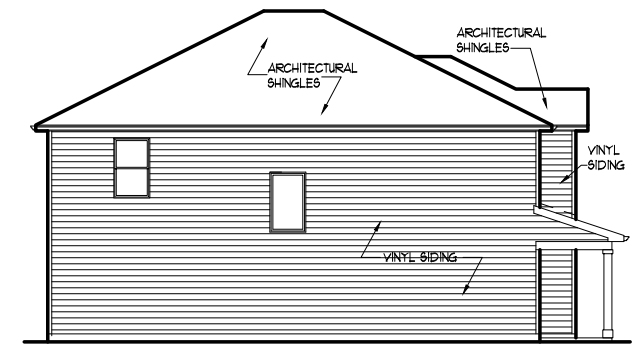
ELEVATION "D1"



TYPICAL RIGHT ELEVATION



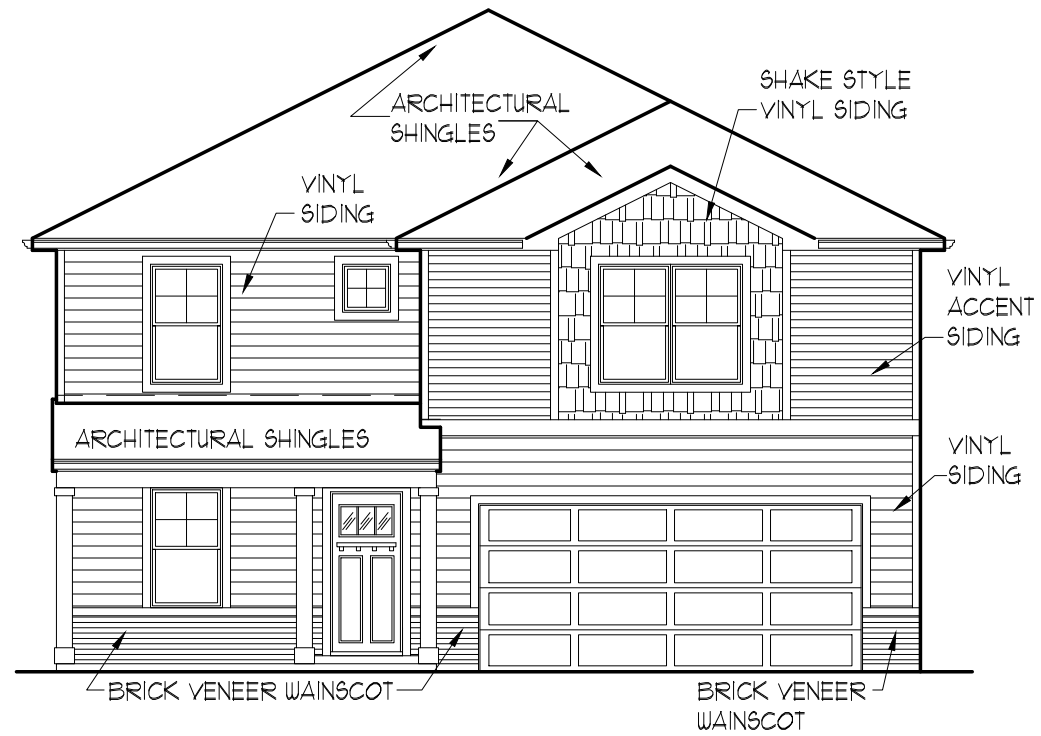
TYPICAL REAR ELEVATION



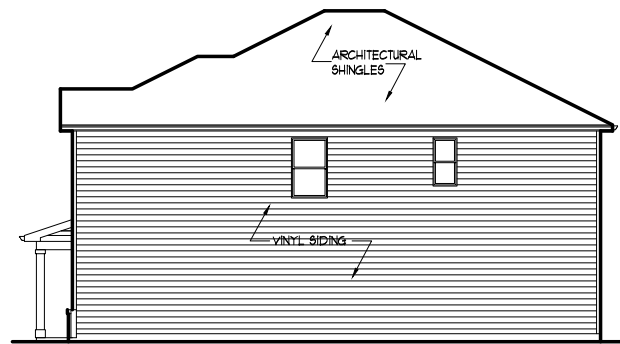
TYPICAL LEFT ELEVATION

X430

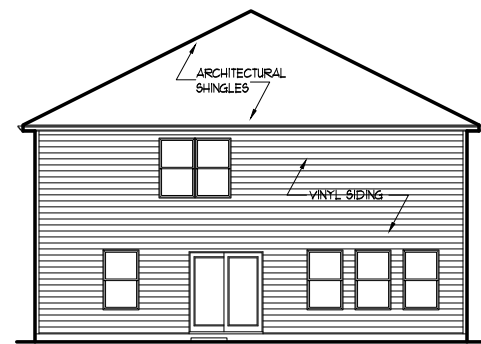
X-SERIES



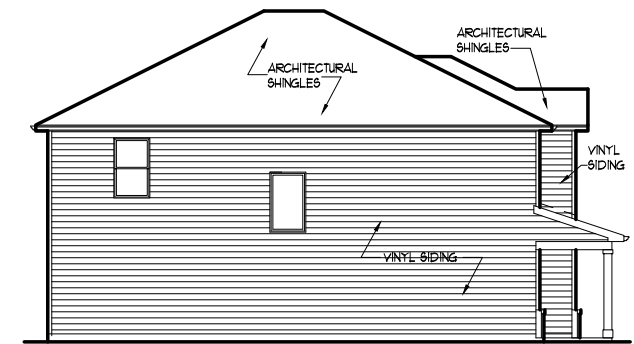
ELEVATION "D2"



TYPICAL RIGHT ELEVATION



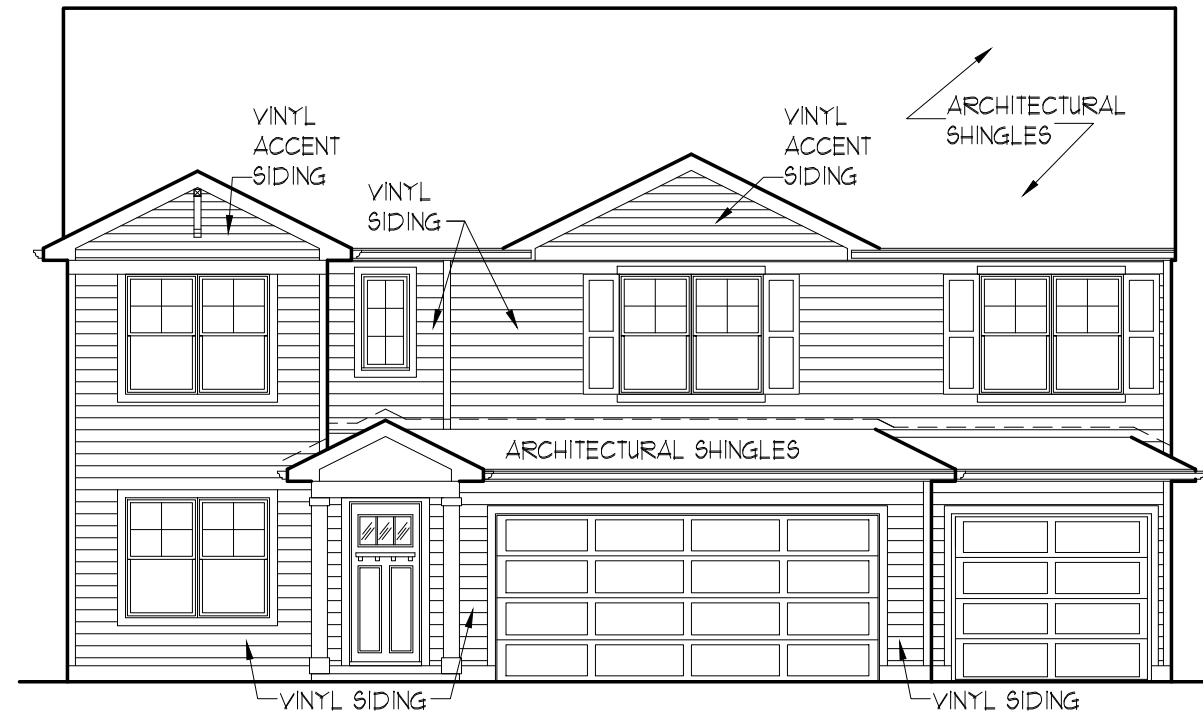
TYPICAL REAR ELEVATION



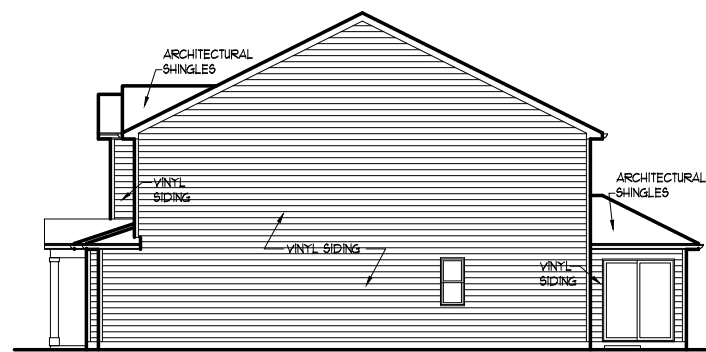
TYPICAL LEFT ELEVATION

X430

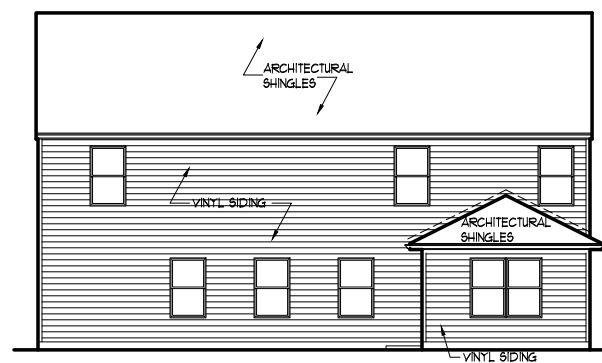
X-SERIES



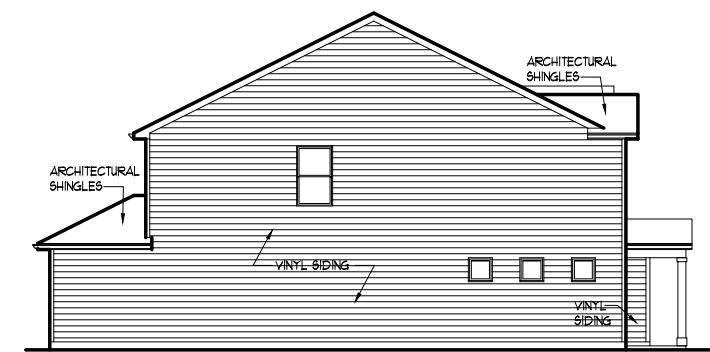
ELEVATION "A1"



TYPICAL RIGHT ELEVATION



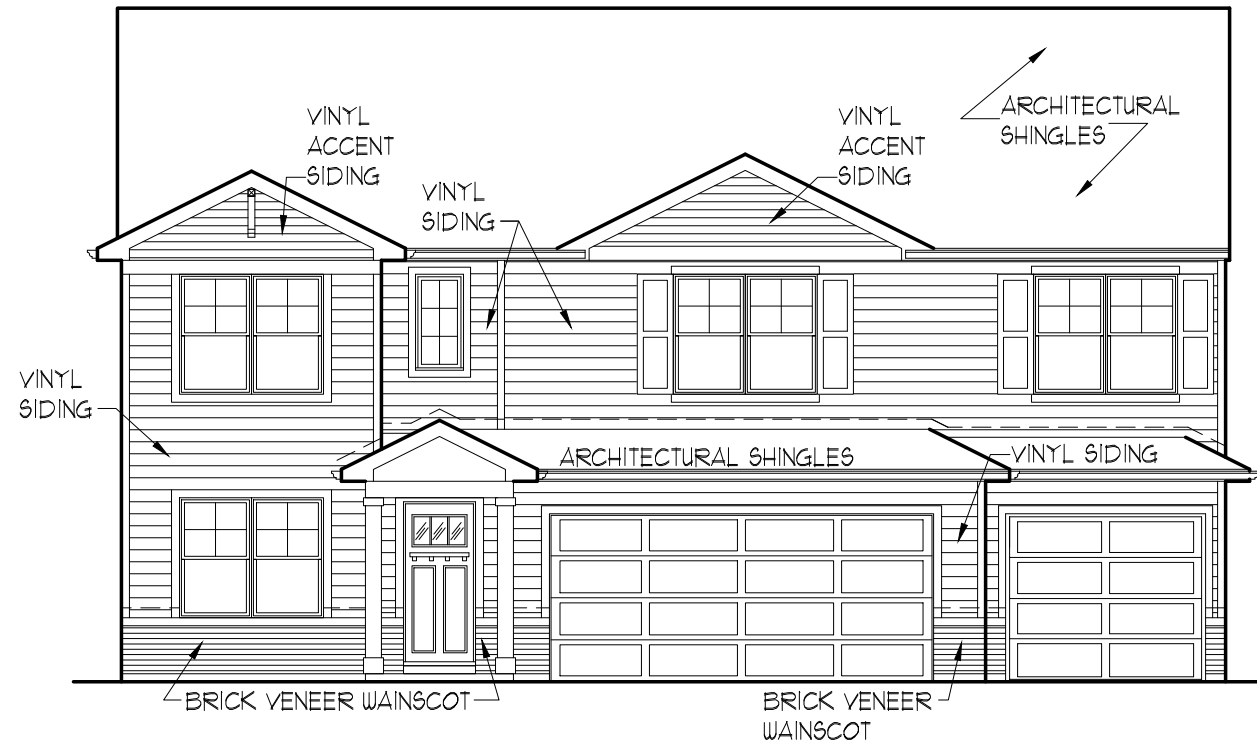
TYPICAL REAR ELEVATION



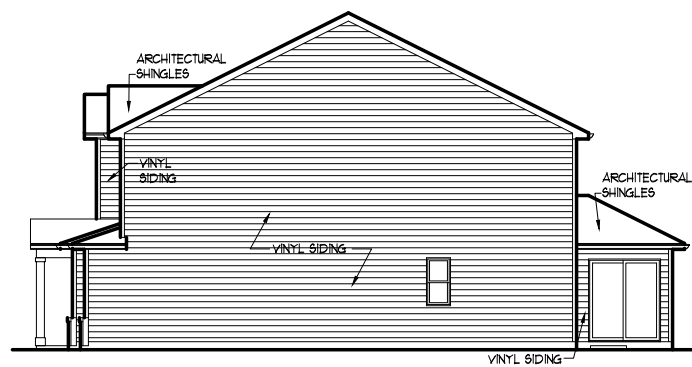
TYPICAL LEFT ELEVATION

X450

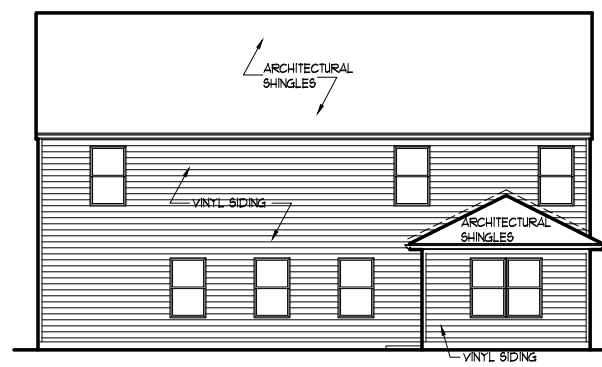
X-SERIES



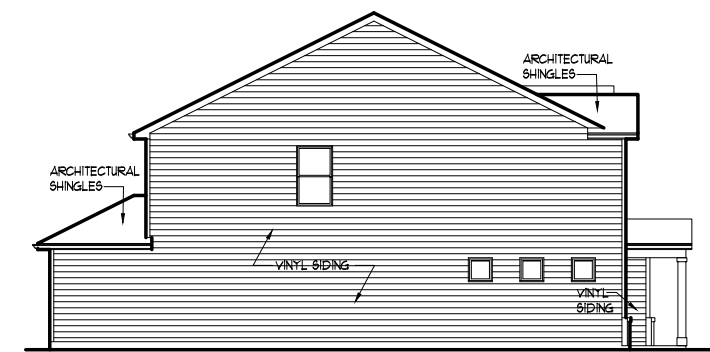
ELEVATION "A2"



TYPICAL RIGHT ELEVATION



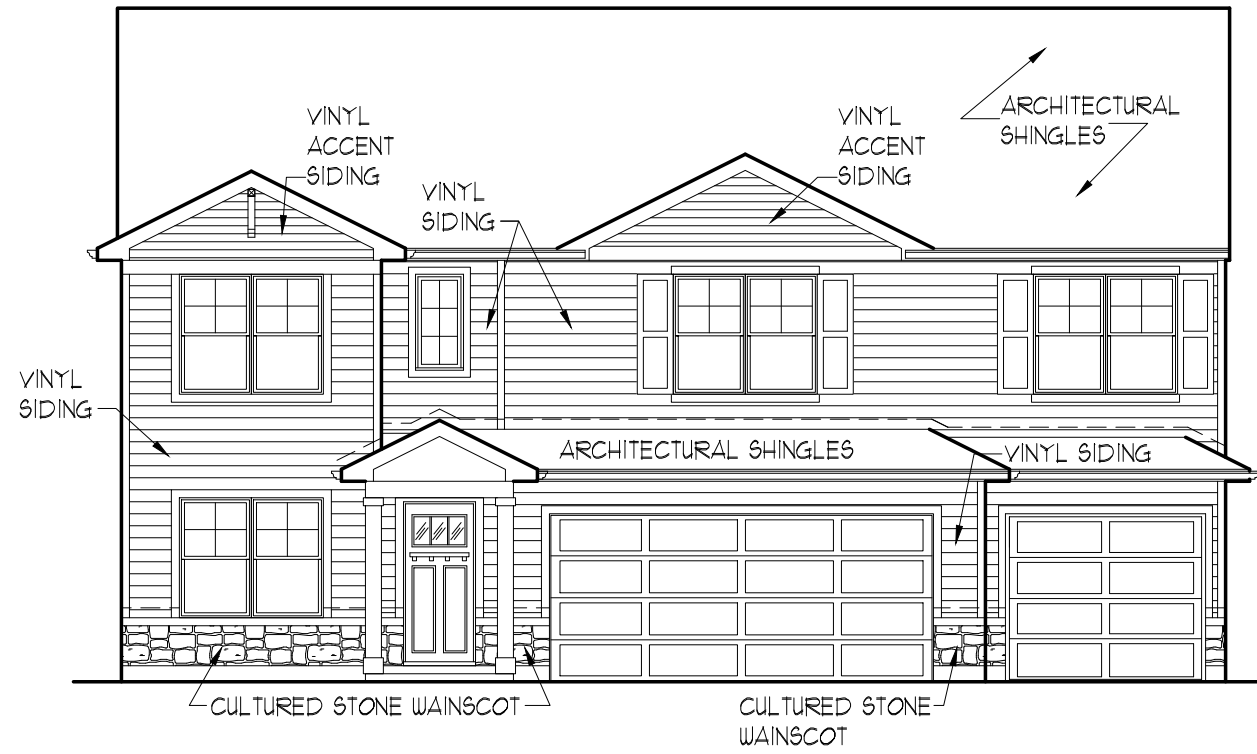
TYPICAL REAR ELEVATION



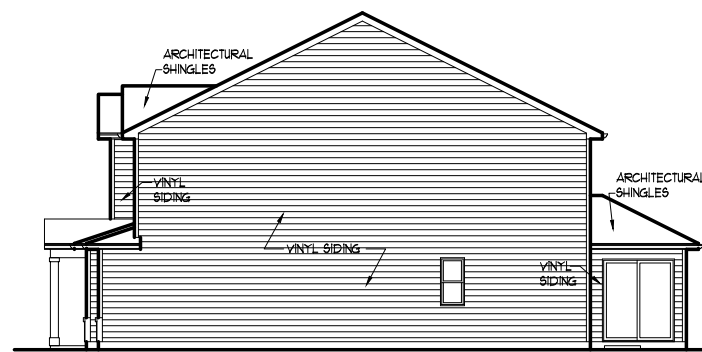
TYPICAL LEFT ELEVATION

X450

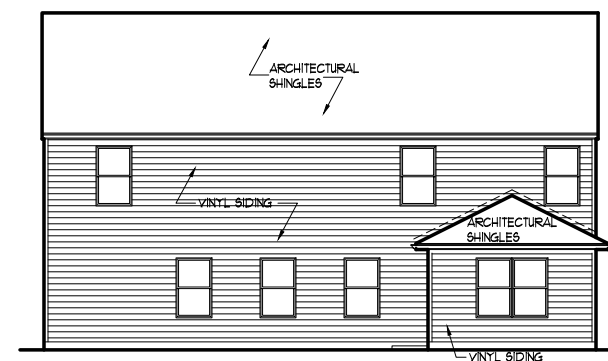
X-SERIES



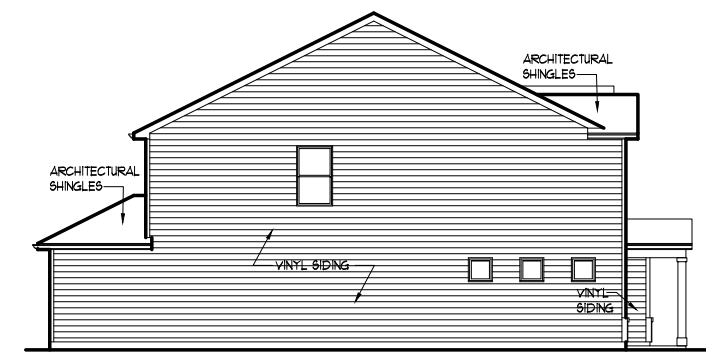
ELEVATION "A3"



TYPICAL RIGHT ELEVATION



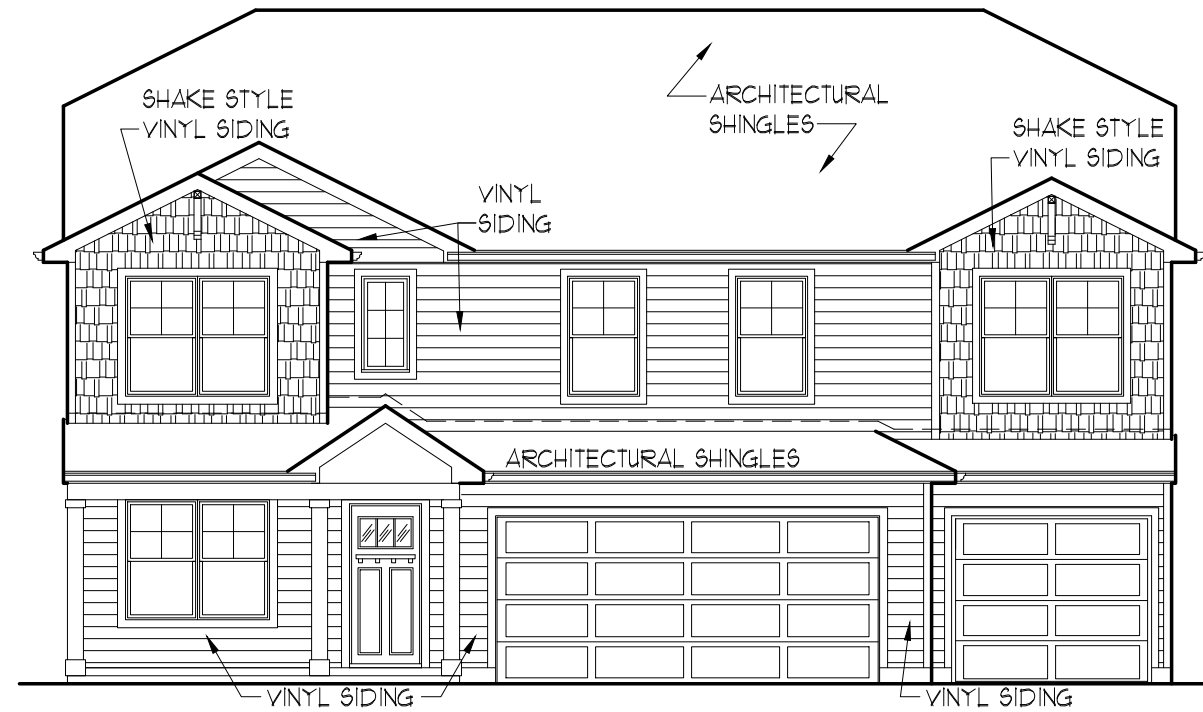
TYPICAL REAR ELEVATION



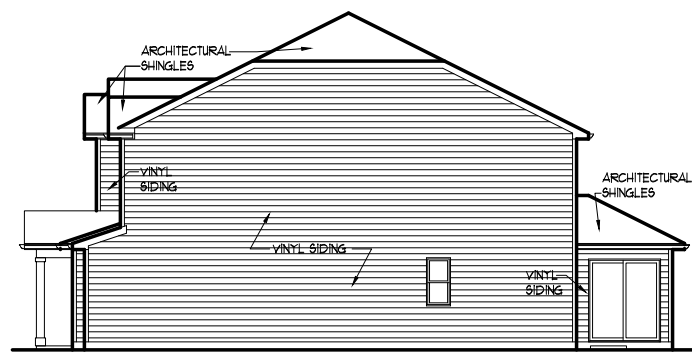
TYPICAL LEFT ELEVATION

X450

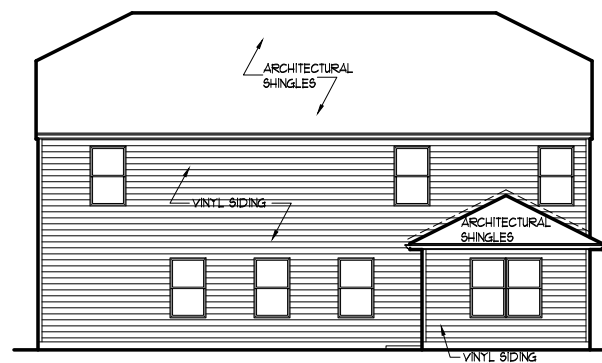
X-SERIES



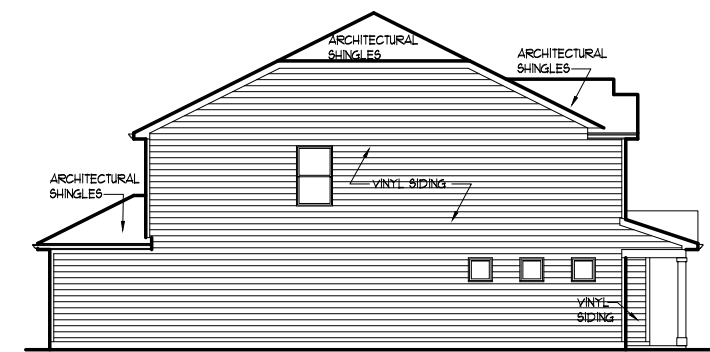
ELEVATION "BI"



TYPICAL RIGHT ELEVATION



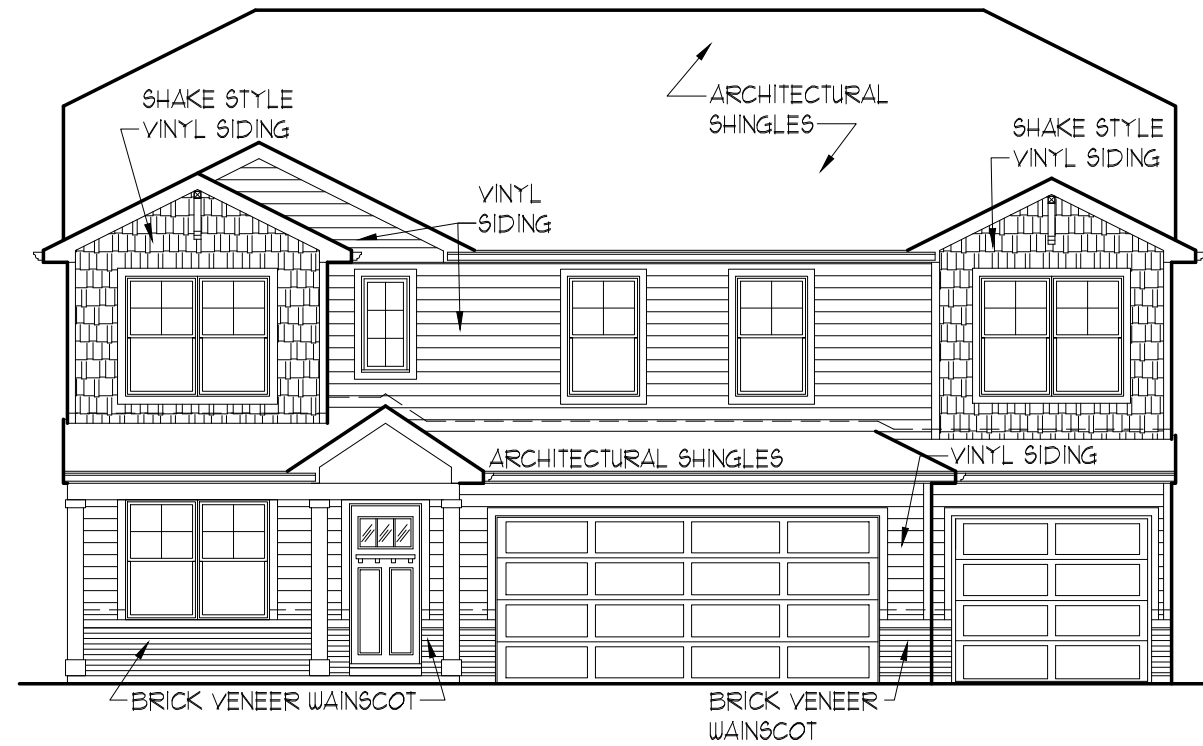
TYPICAL REAR ELEVATION



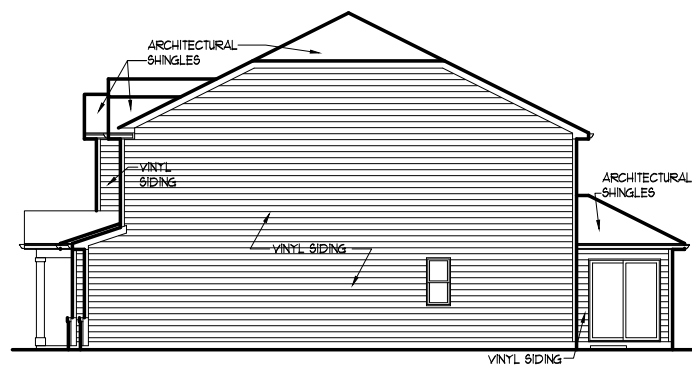
TYPICAL LEFT ELEVATION

X450

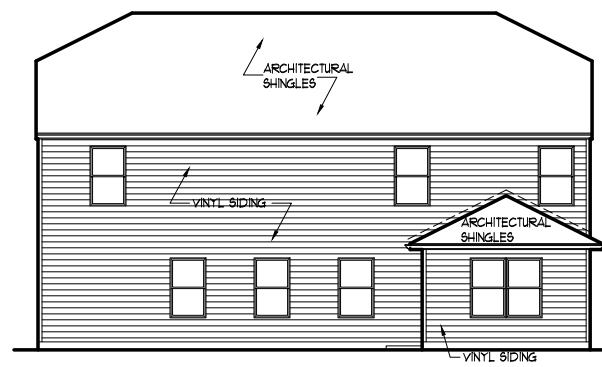
X-SERIES



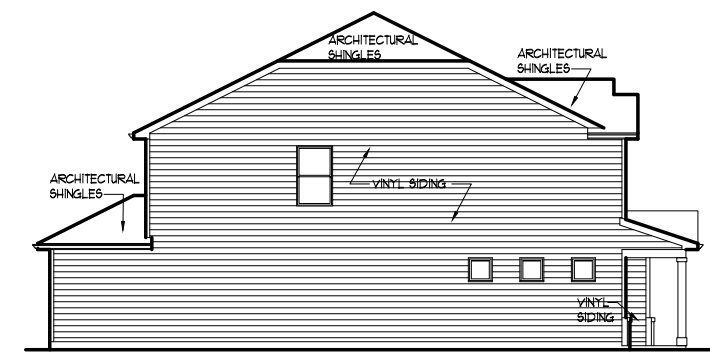
ELEVATION "B2"



TYPICAL RIGHT ELEVATION



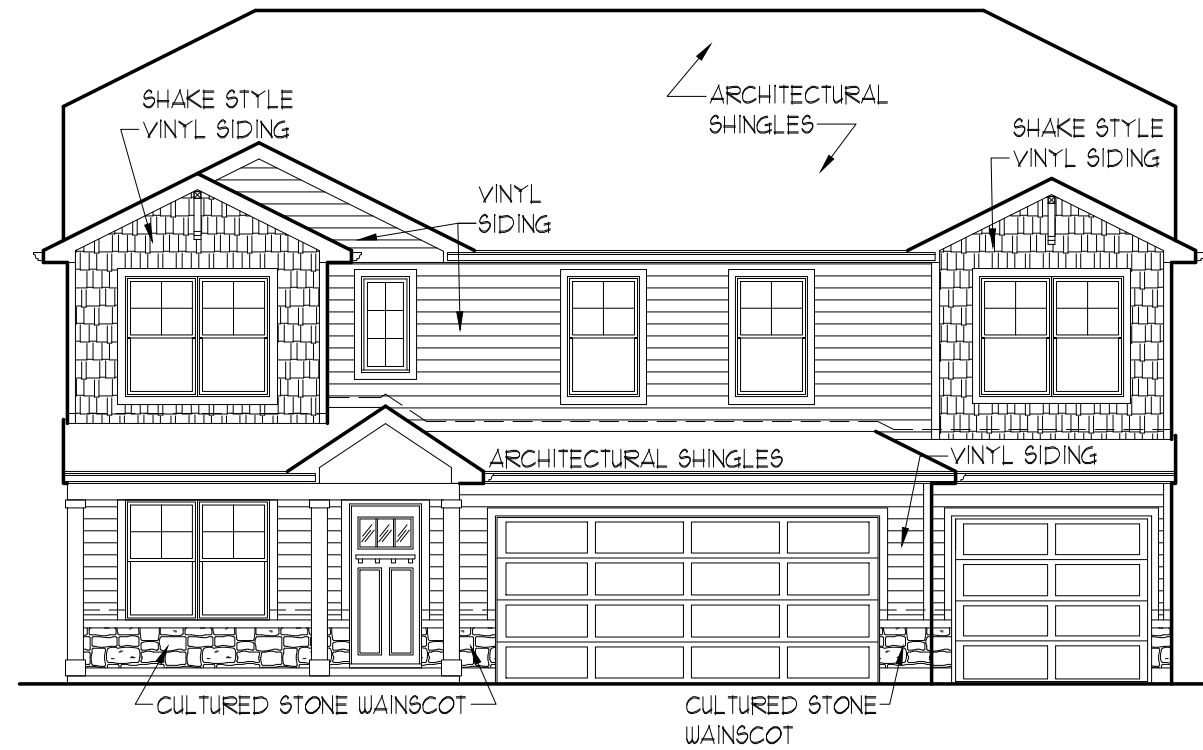
TYPICAL REAR ELEVATION



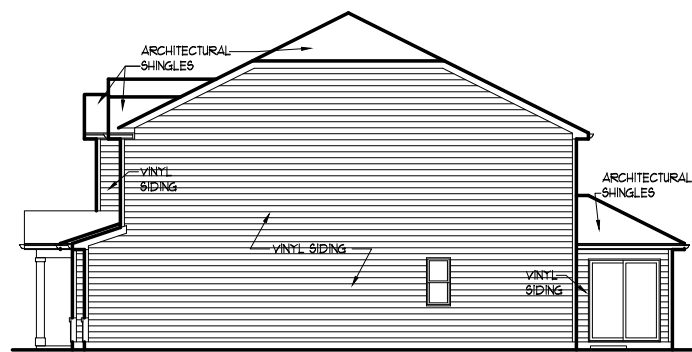
TYPICAL LEFT ELEVATION

X450

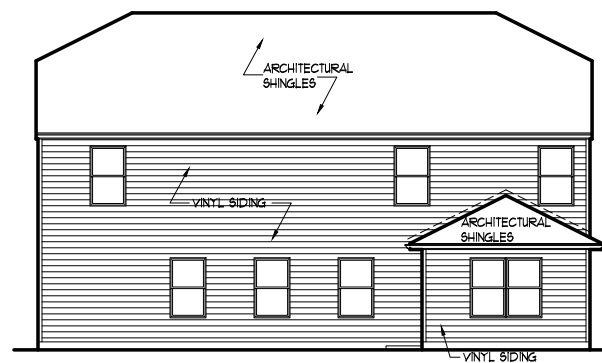
X-SERIES



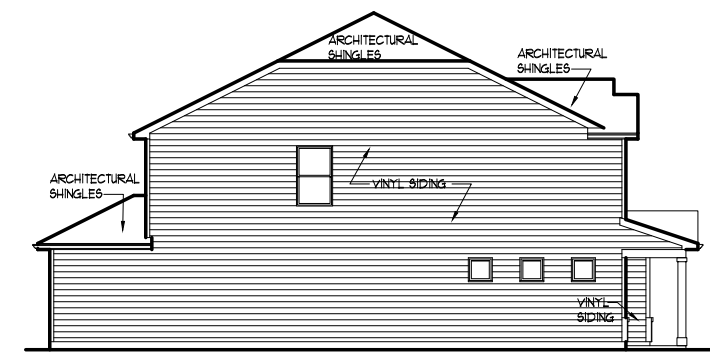
ELEVATION "B3"



TYPICAL RIGHT ELEVATION



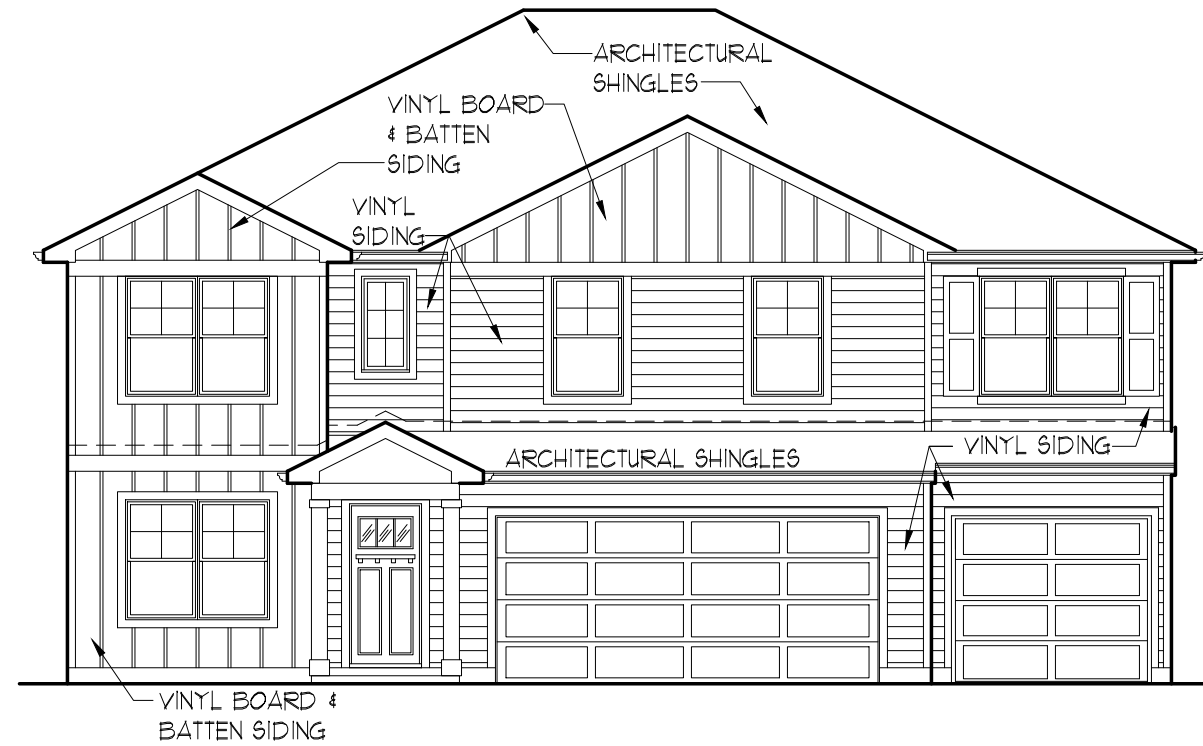
TYPICAL REAR ELEVATION



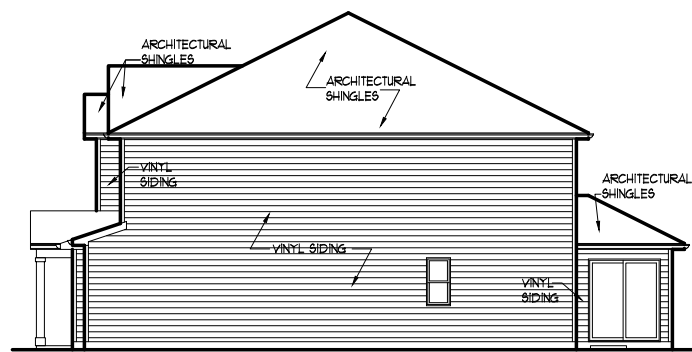
TYPICAL LEFT ELEVATION

X450

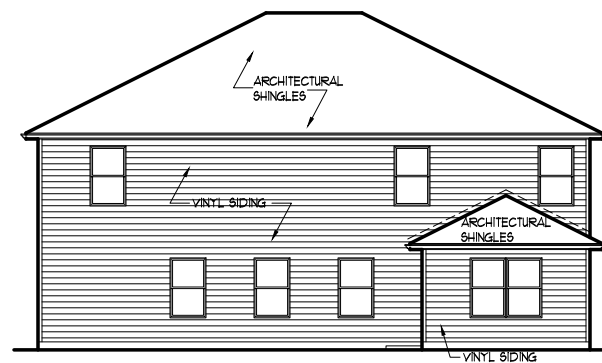
X-SERIES



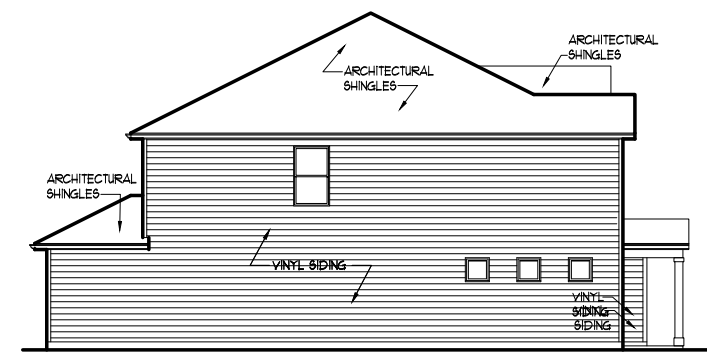
ELEVATION "C1"



TYPICAL RIGHT ELEVATION



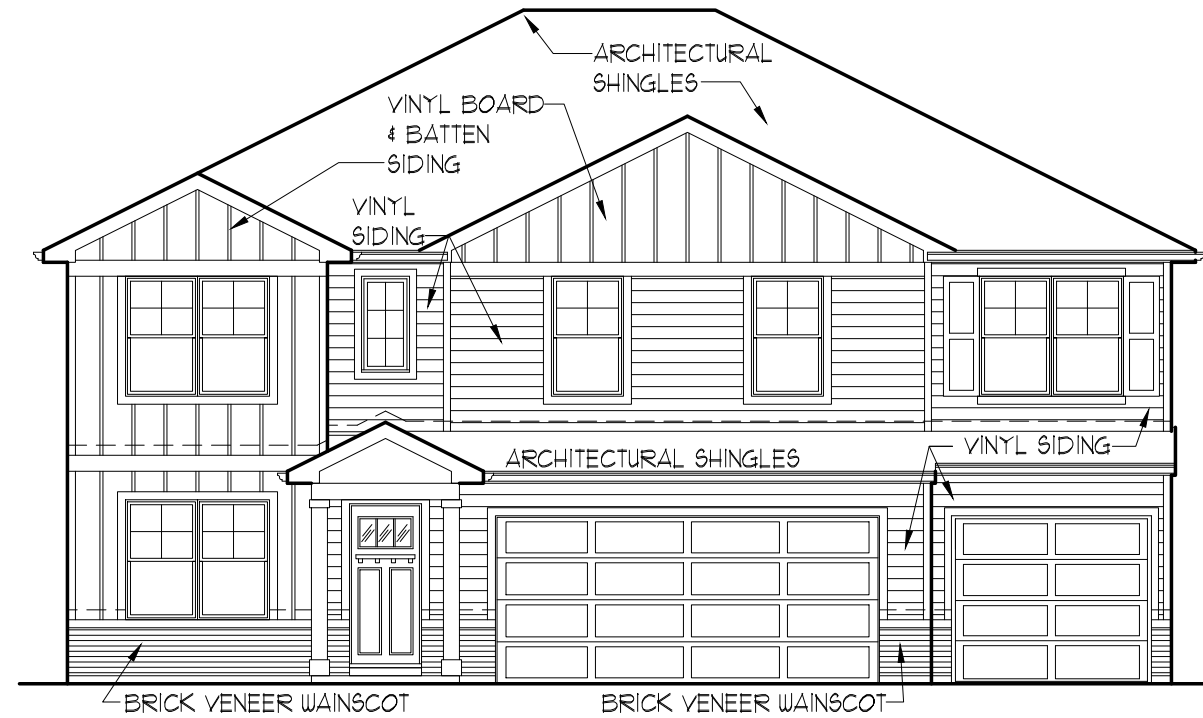
TYPICAL REAR ELEVATION



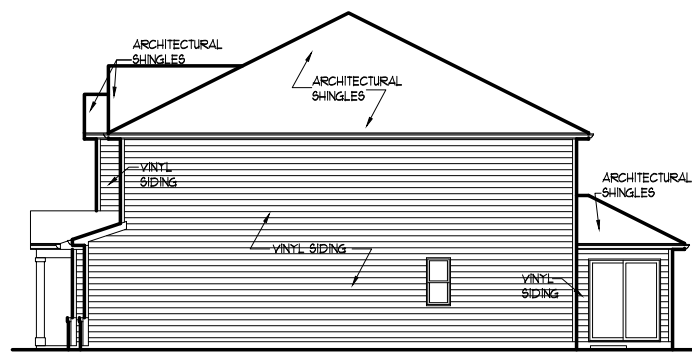
TYPICAL LEFT ELEVATION

X450

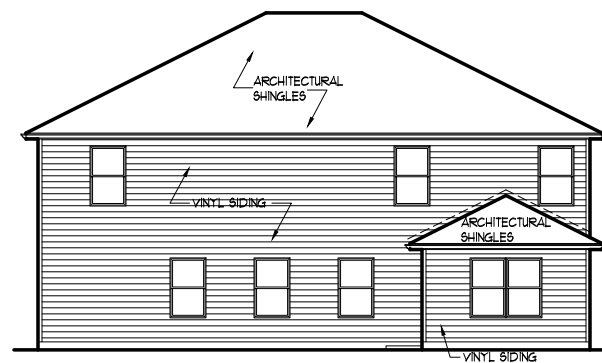
X-SERIES



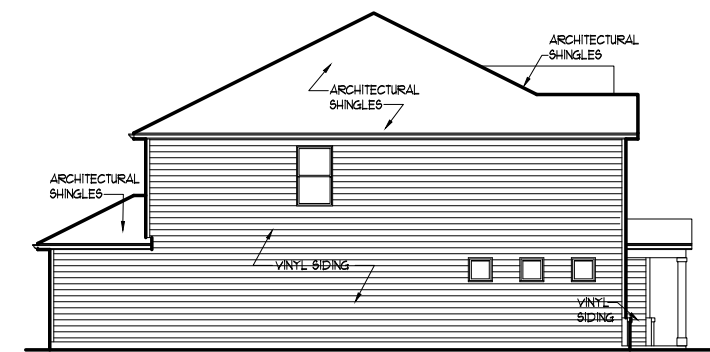
ELEVATION "C2"



TYPICAL RIGHT ELEVATION



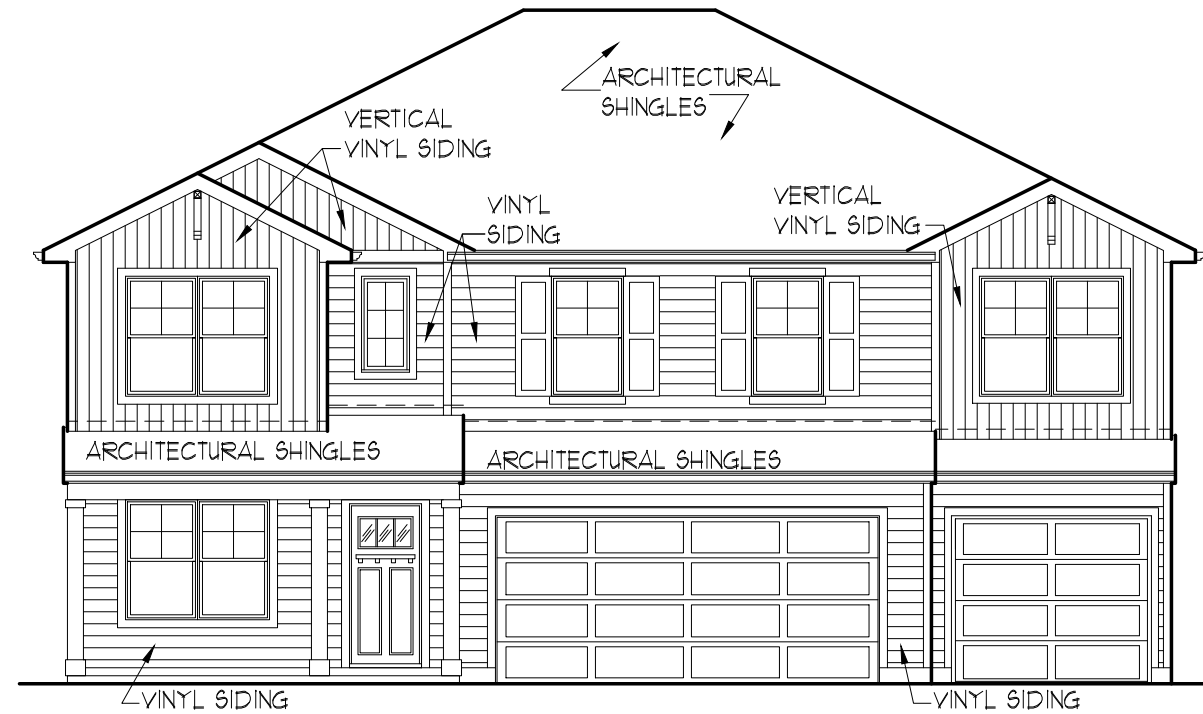
TYPICAL REAR ELEVATION



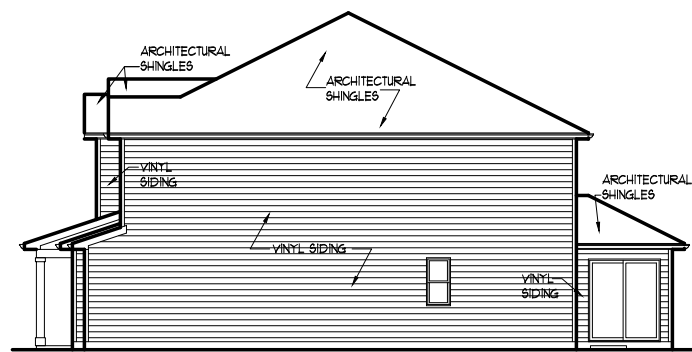
TYPICAL LEFT ELEVATION

X450

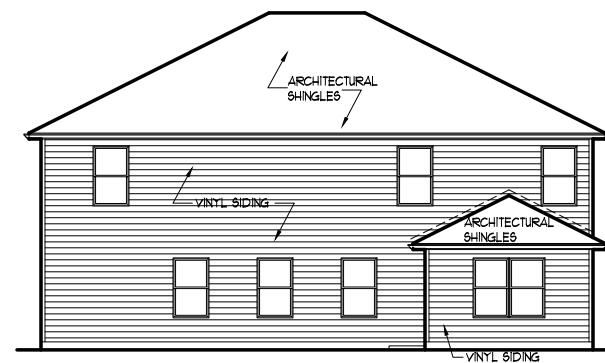
X-SERIES



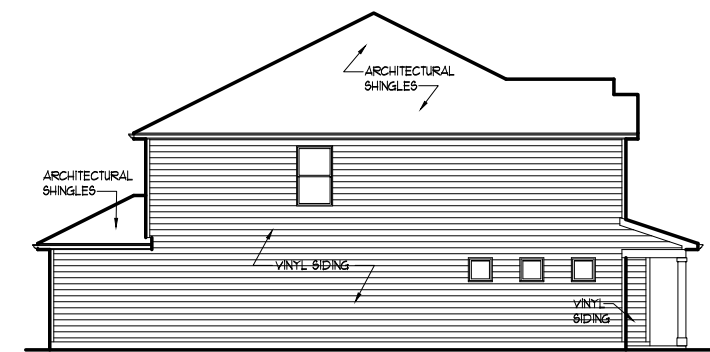
ELEVATION "D1"



TYPICAL RIGHT ELEVATION



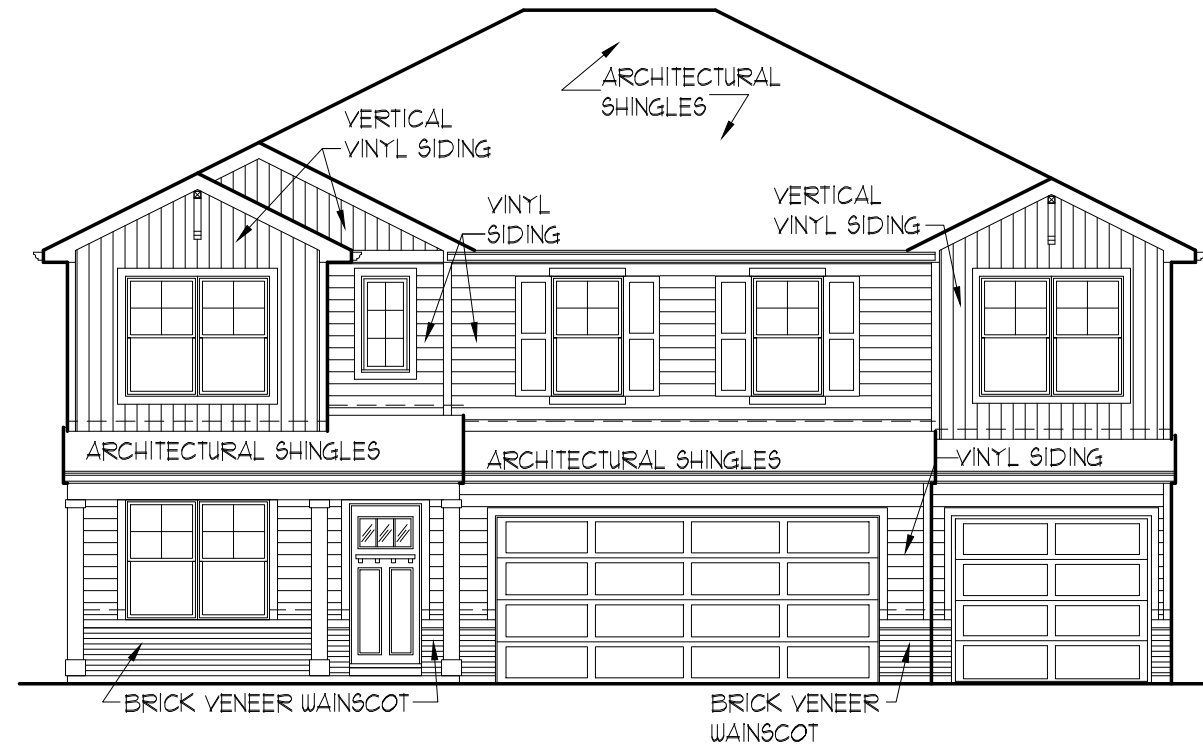
TYPICAL REAR ELEVATION



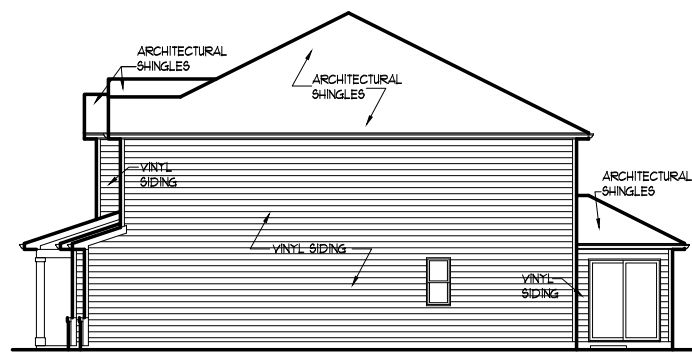
TYPICAL LEFT ELEVATION

X450

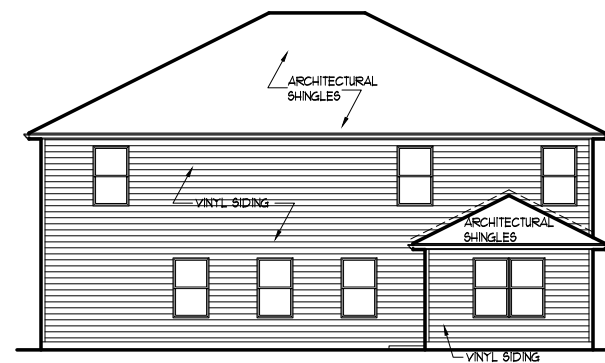
X-SERIES



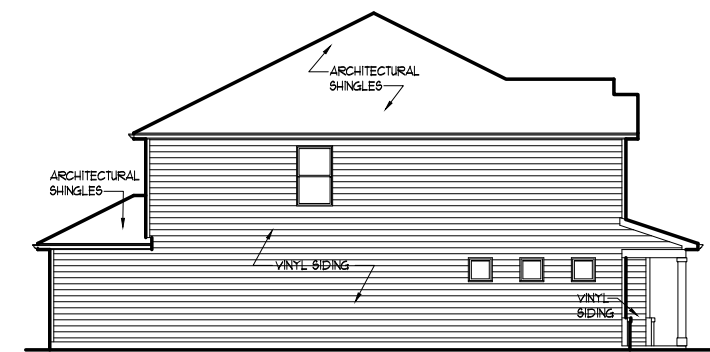
ELEVATION "D2"



TYPICAL RIGHT ELEVATION



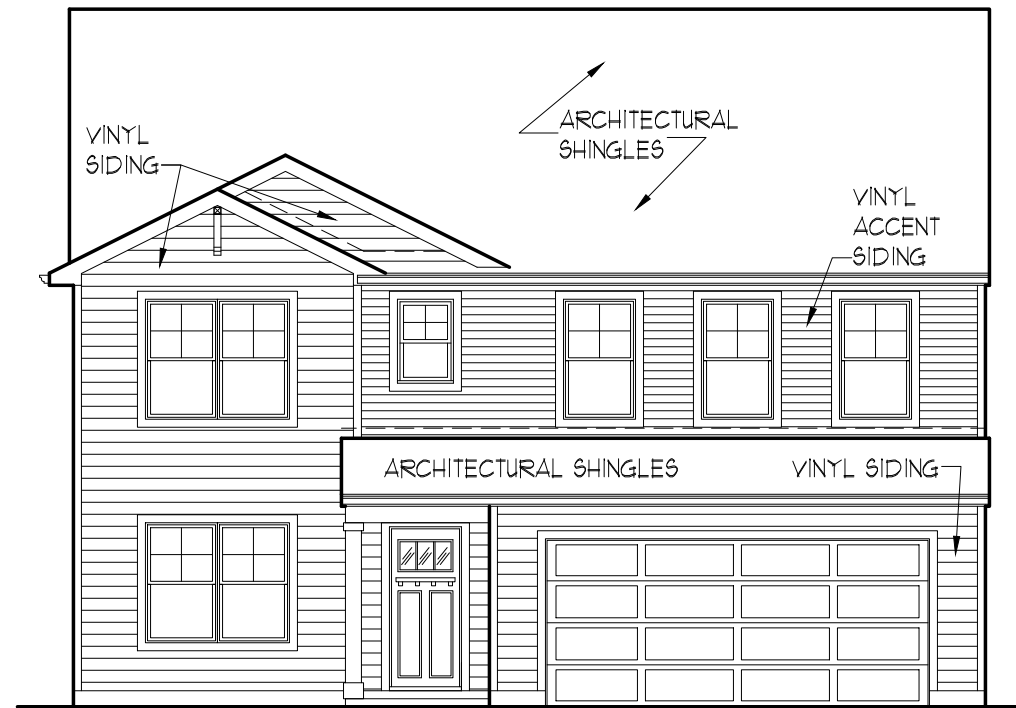
TYPICAL REAR ELEVATION



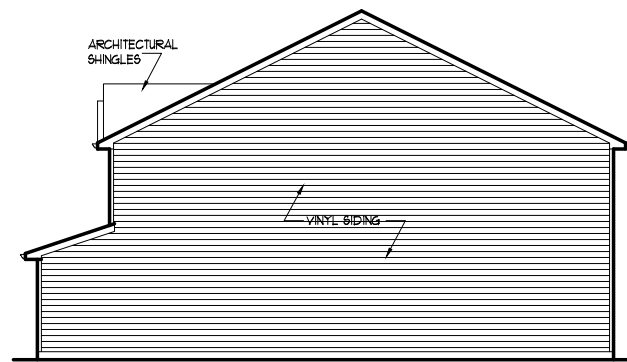
TYPICAL LEFT ELEVATION

X450

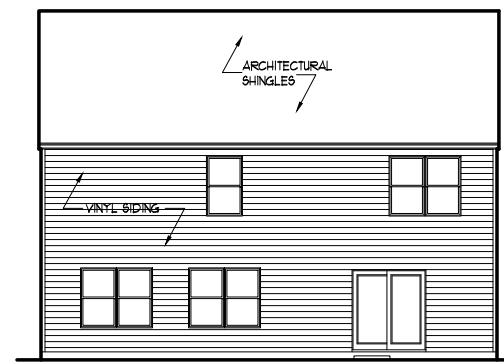
X-SERIES



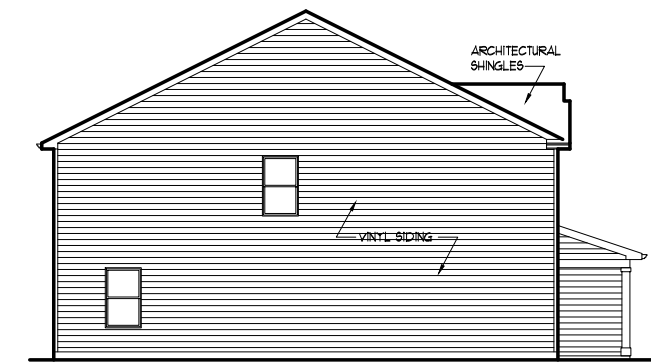
ELEVATION "A1"



TYPICAL RIGHT ELEVATION



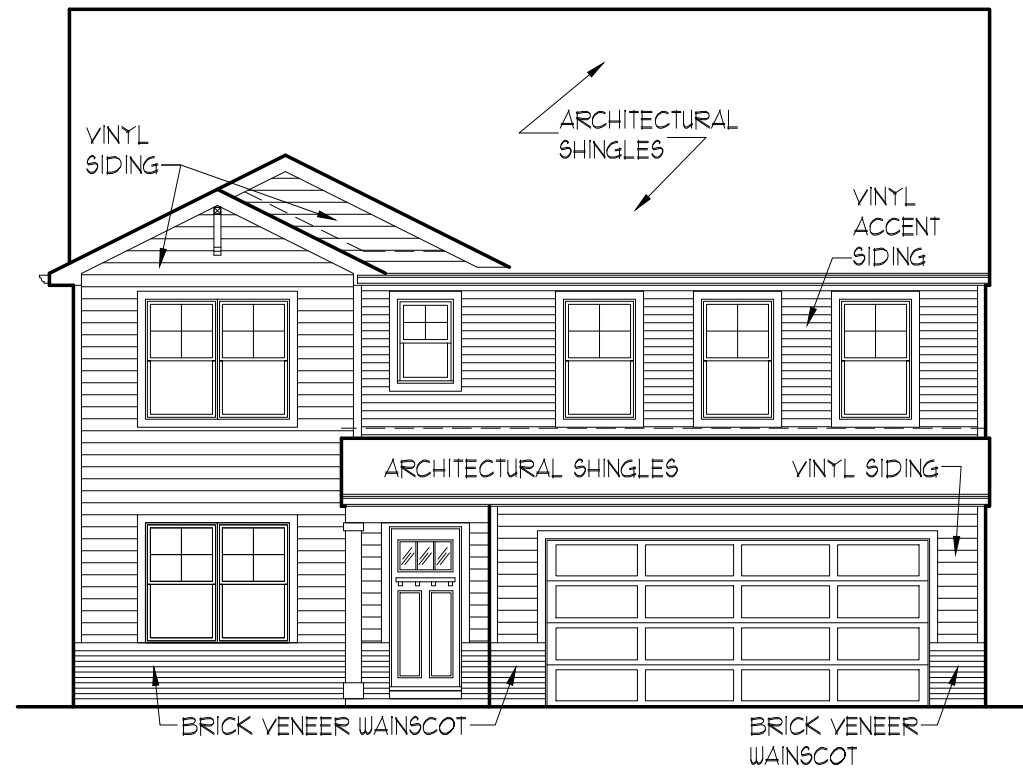
TYPICAL REAR ELEVATION



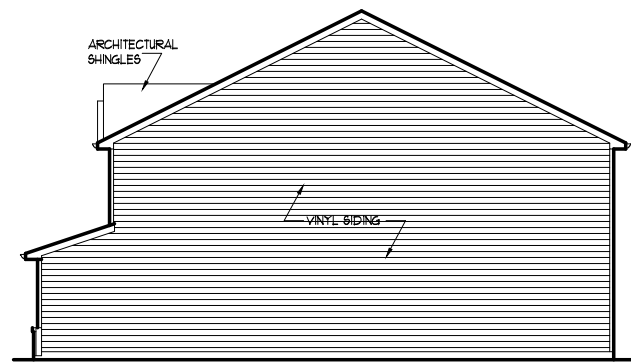
TYPICAL LEFT ELEVATION

X451

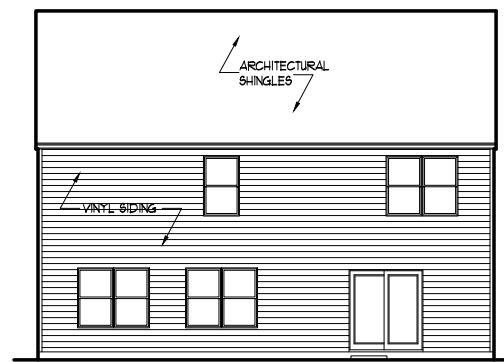
X-SERIES



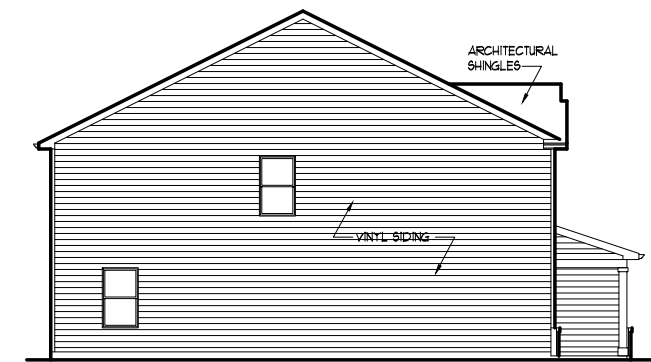
ELEVATION "A2"



TYPICAL RIGHT ELEVATION



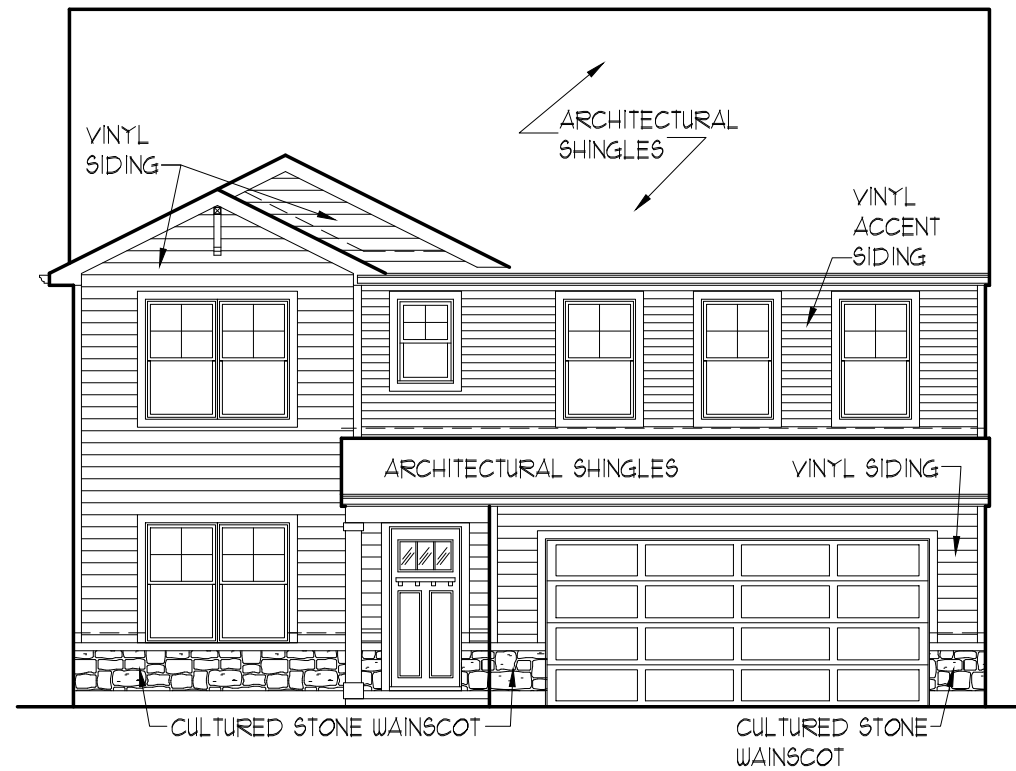
TYPICAL REAR ELEVATION



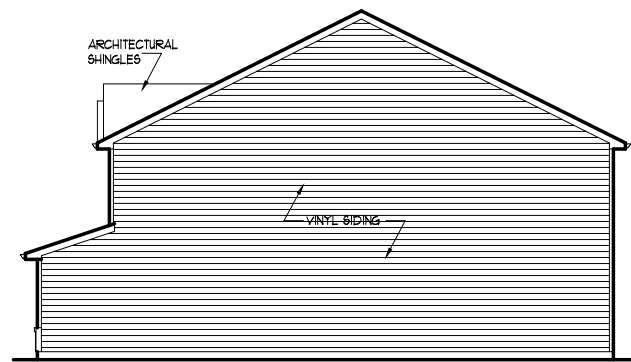
TYPICAL LEFT ELEVATION

X451

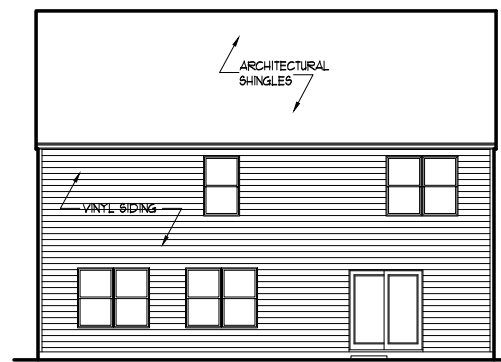
X-SERIES



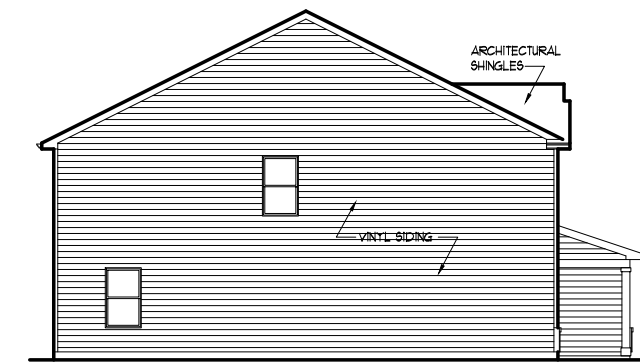
ELEVATION "A3"



TYPICAL RIGHT ELEVATION



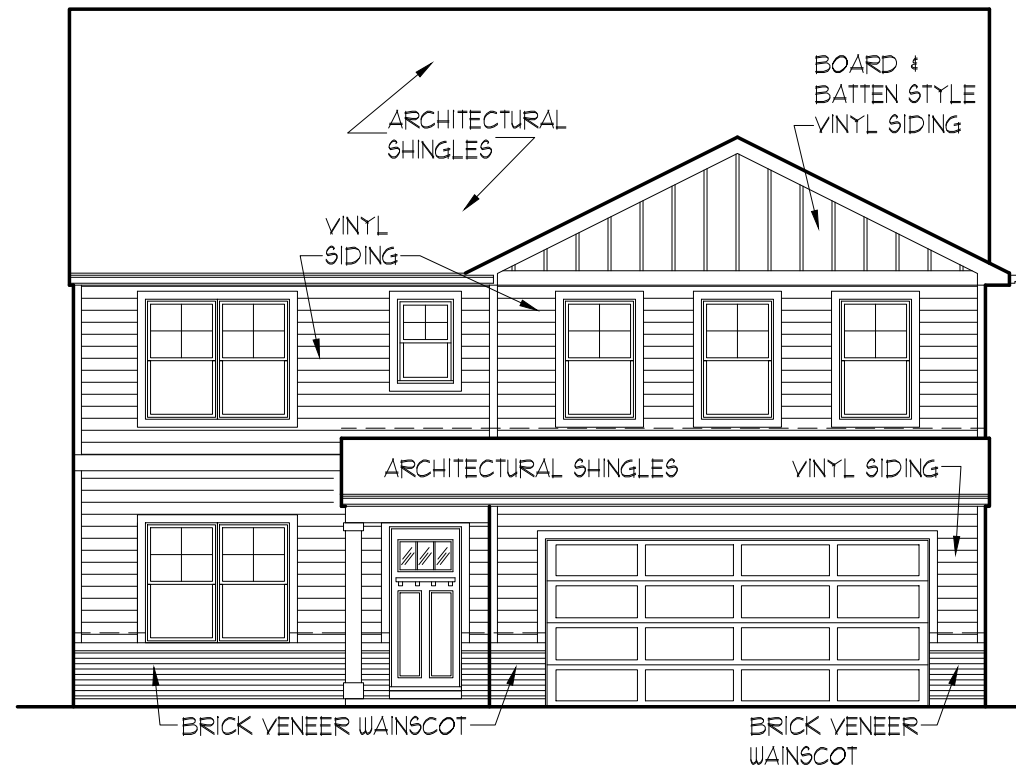
TYPICAL REAR ELEVATION



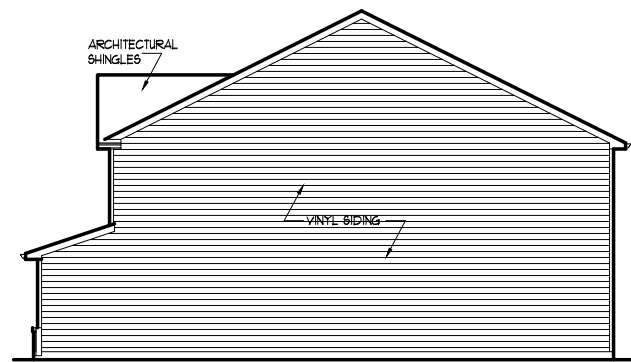
TYPICAL LEFT ELEVATION

X451

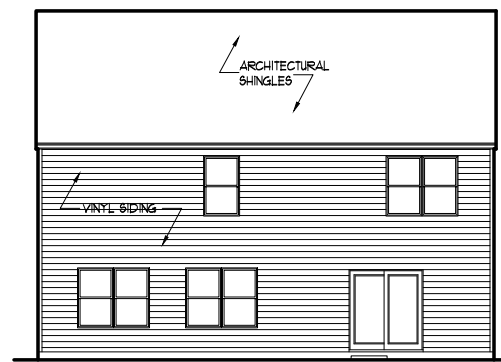
X-SERIES



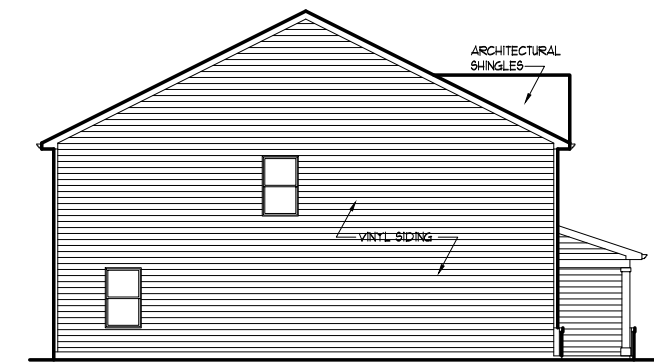
ELEVATION "B2"



TYPICAL RIGHT ELEVATION



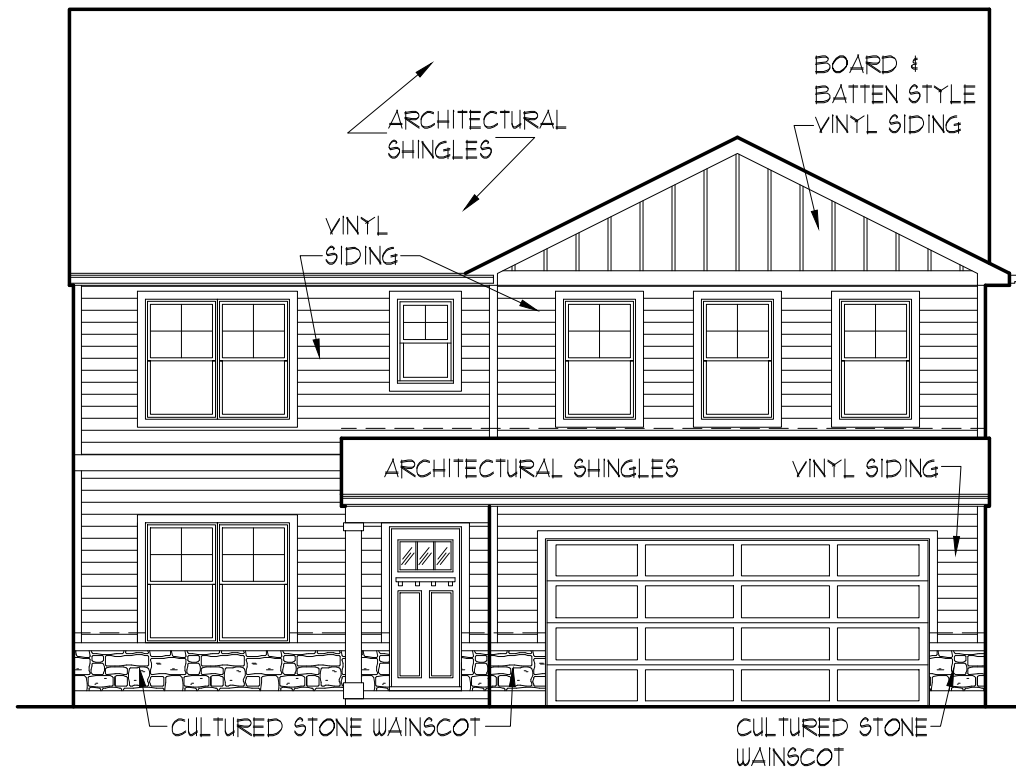
TYPICAL REAR ELEVATION



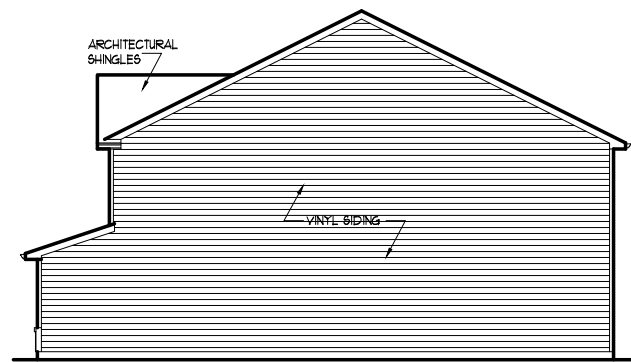
TYPICAL LEFT ELEVATION

X451

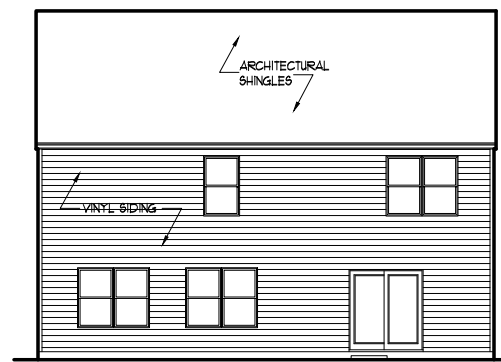
X-SERIES



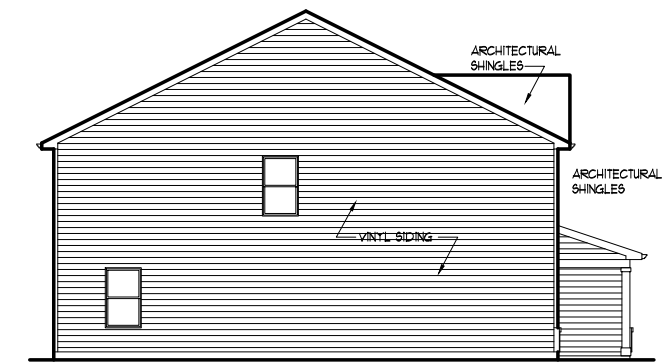
ELEVATION "B3"



TYPICAL RIGHT ELEVATION



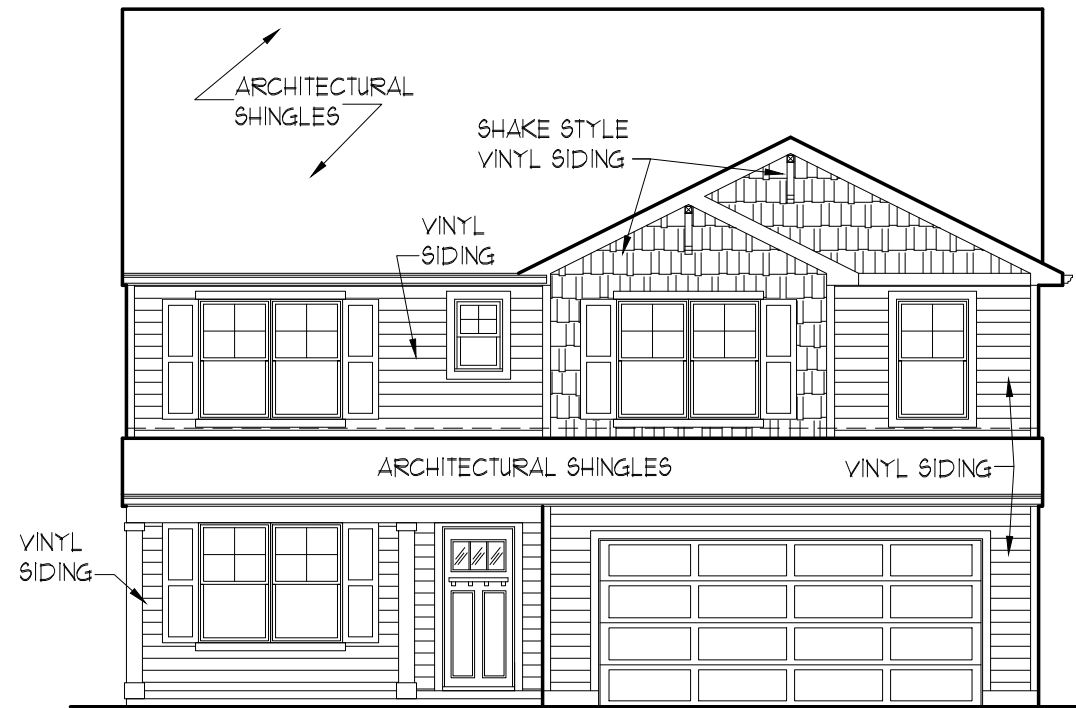
TYPICAL REAR ELEVATION



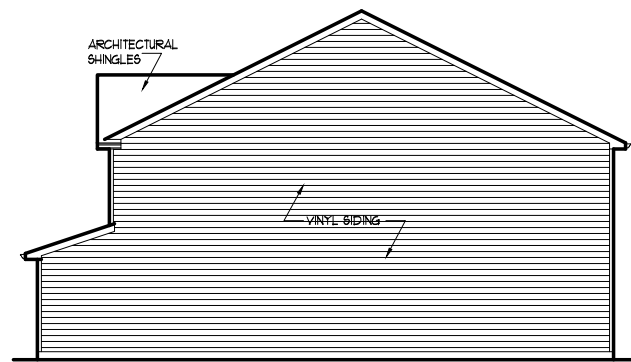
TYPICAL LEFT ELEVATION

X451

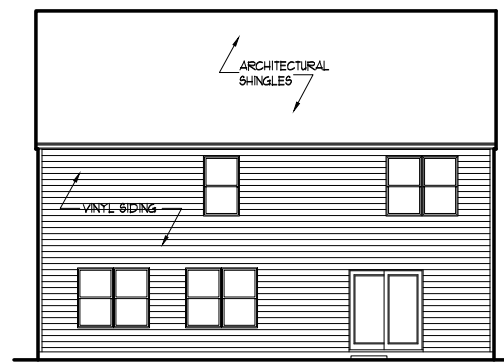
X-SERIES



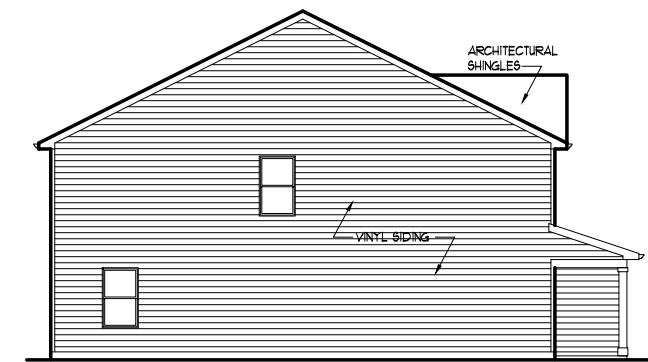
ELEVATION "C1"



TYPICAL RIGHT ELEVATION



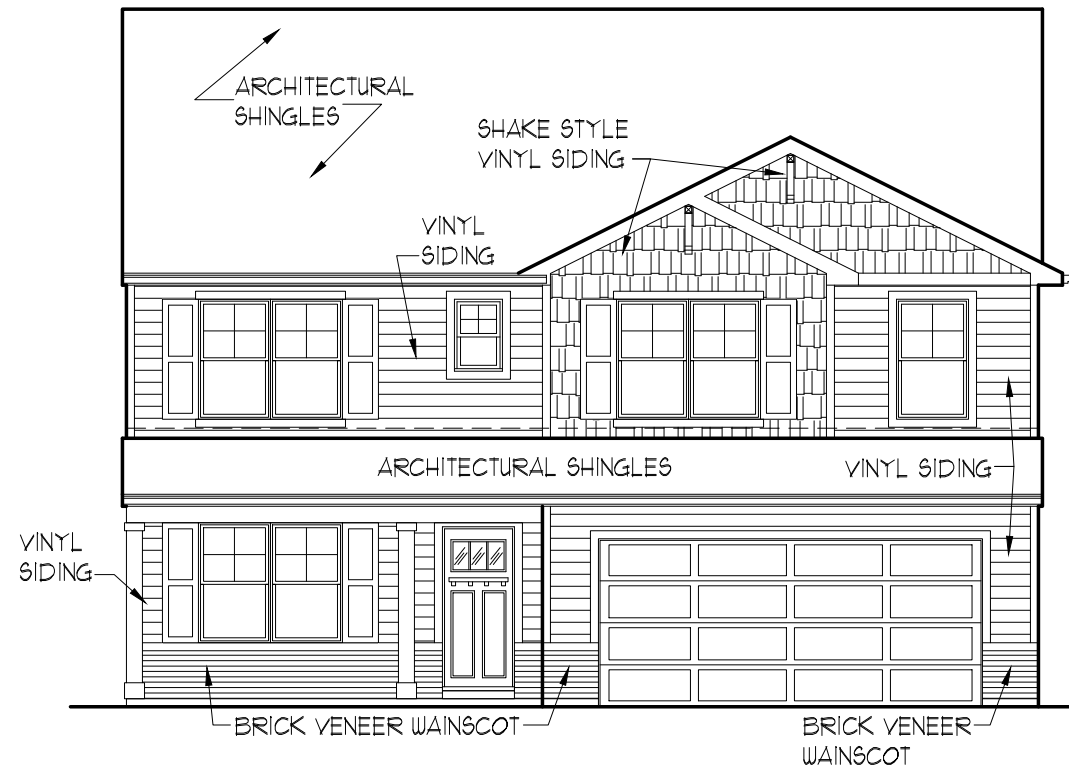
TYPICAL REAR ELEVATION



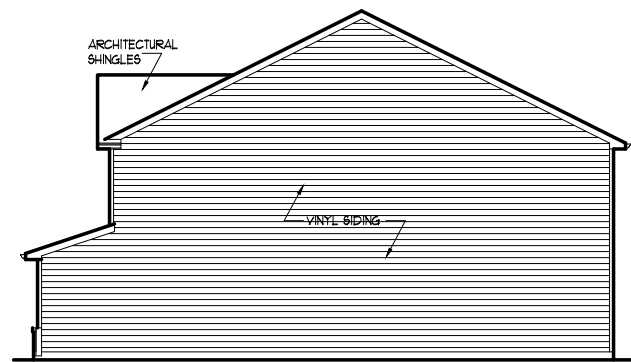
TYPICAL LEFT ELEVATION

X451

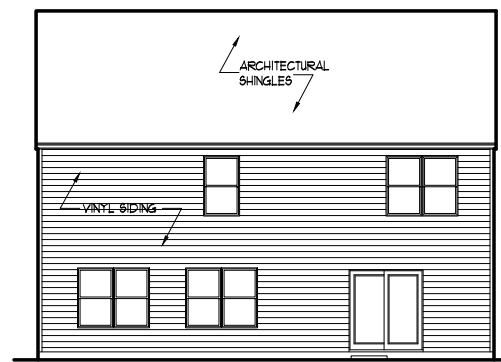
X-SERIES



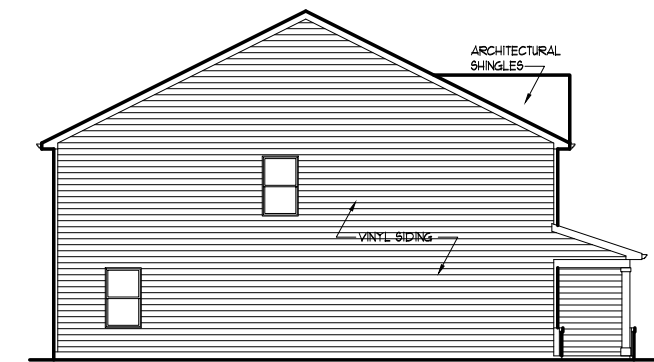
ELEVATION "C2"



TYPICAL RIGHT ELEVATION



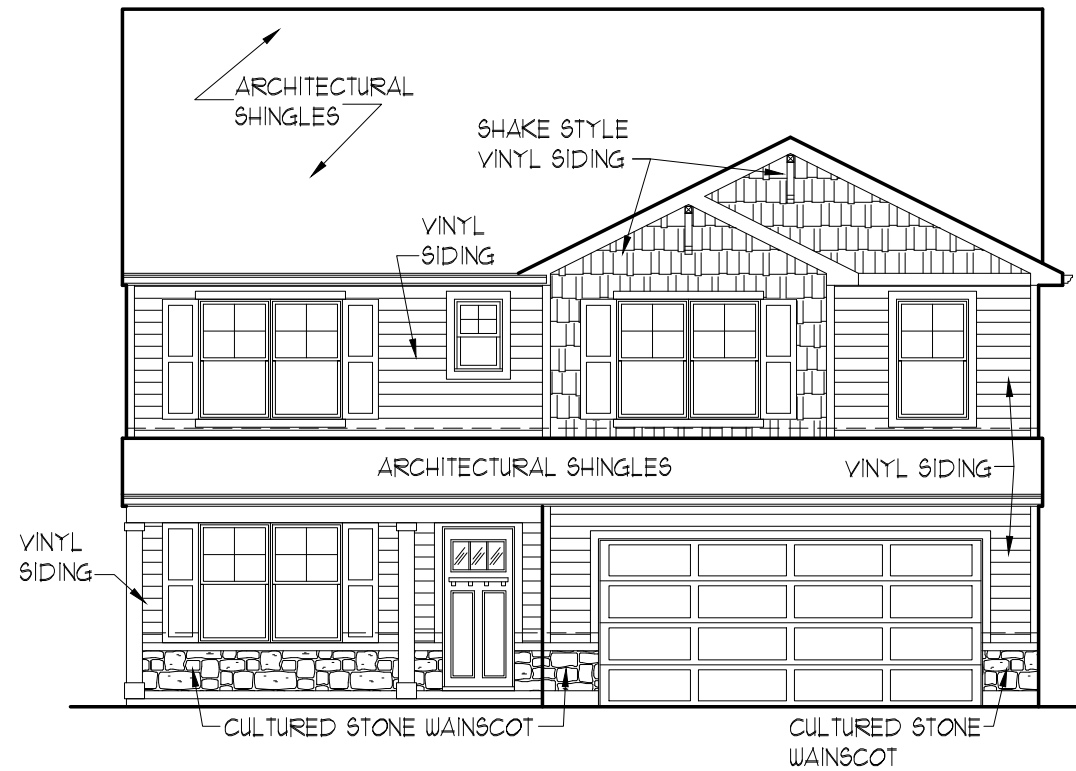
TYPICAL REAR ELEVATION



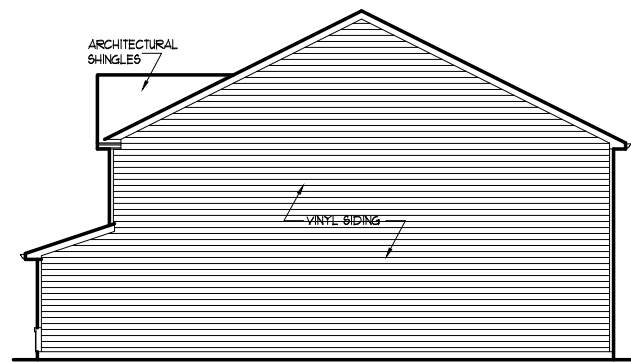
TYPICAL LEFT ELEVATION

X451

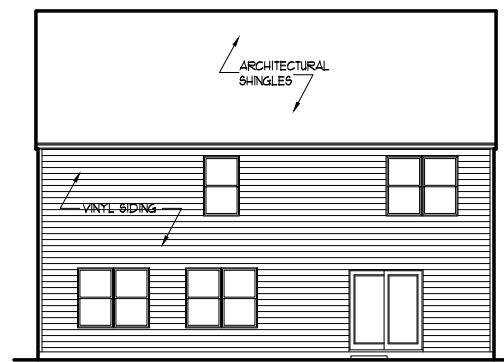
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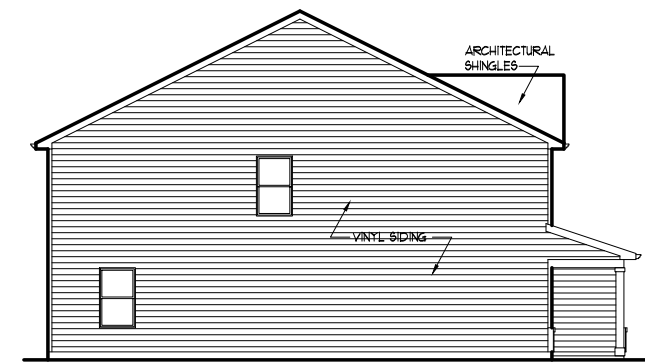
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TYPICAL RIGHT ELEVATION



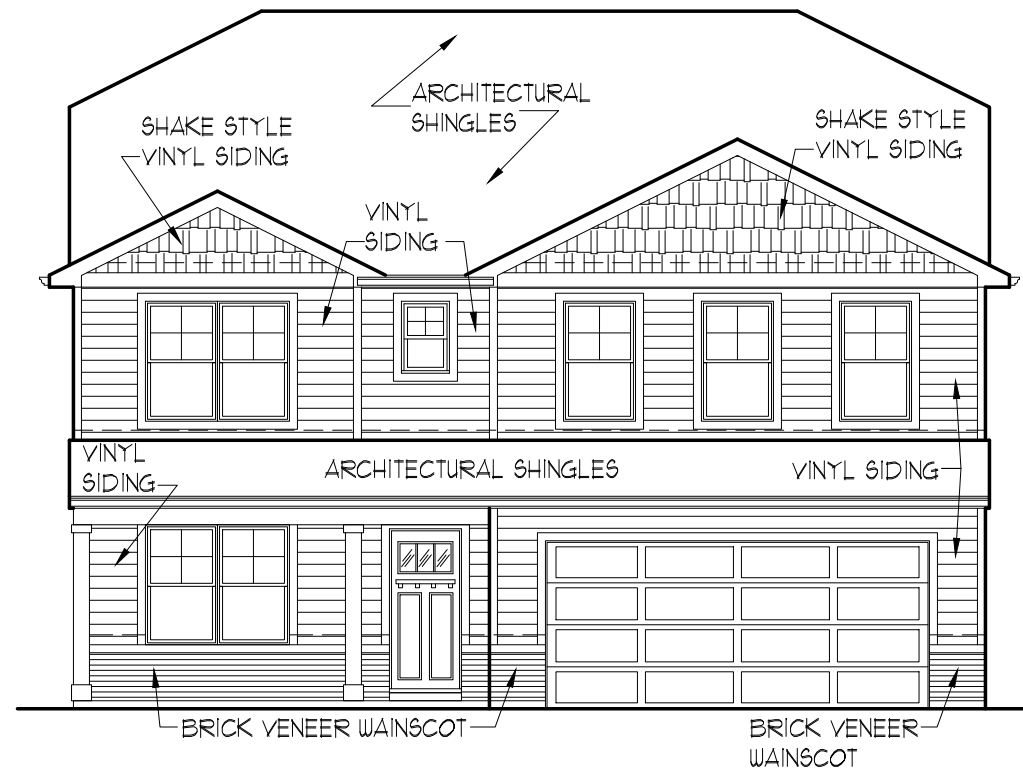
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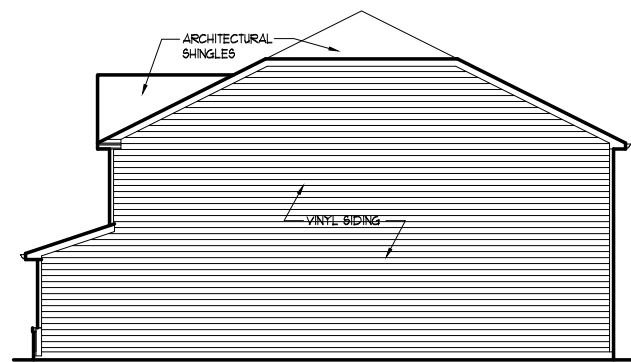
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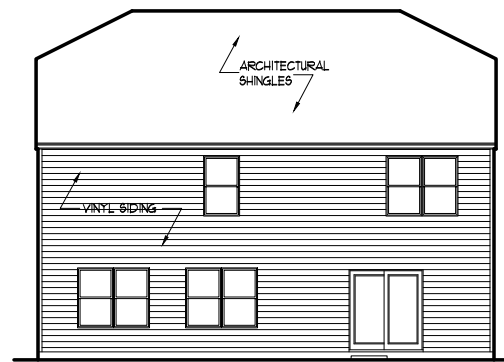
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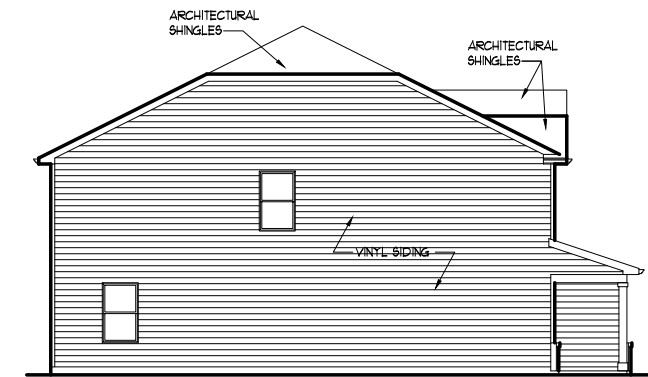
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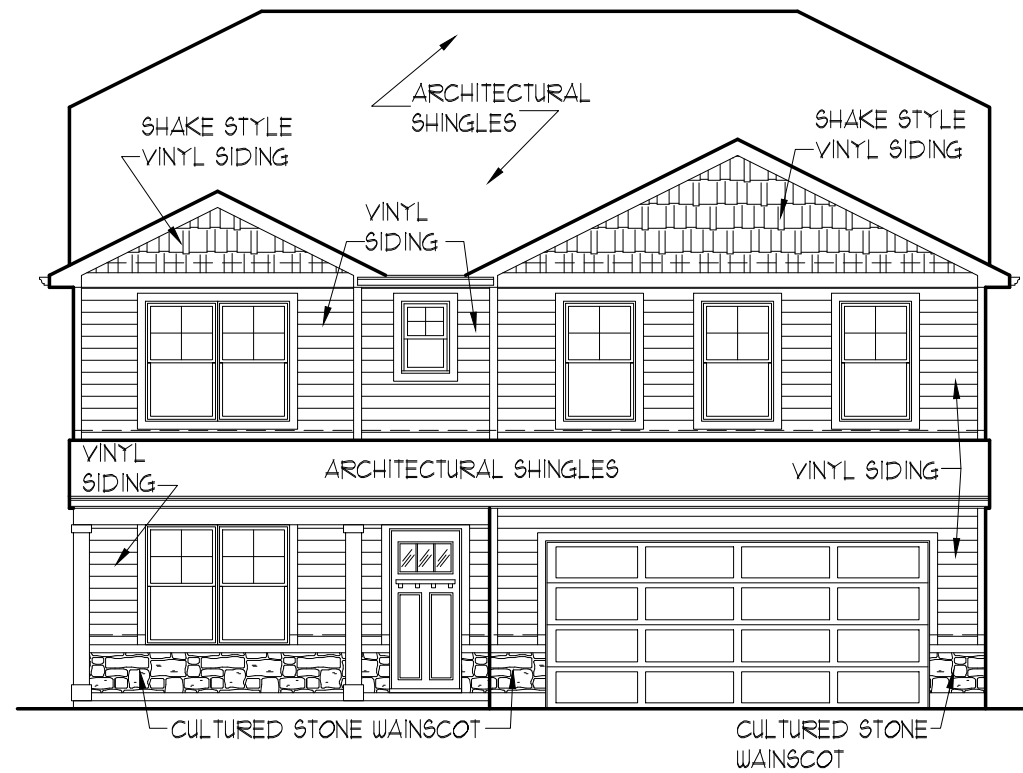
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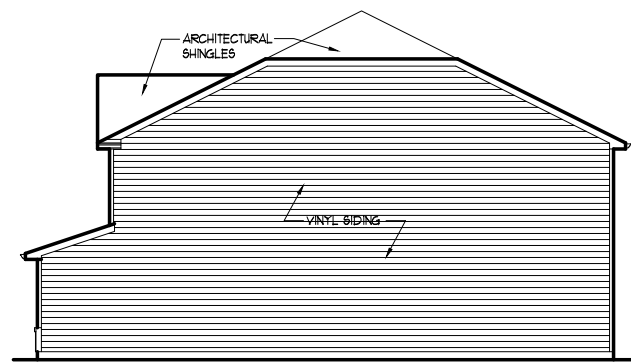
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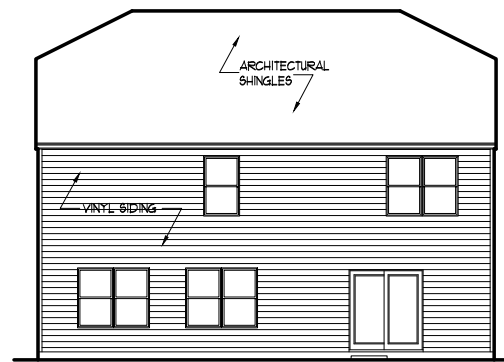
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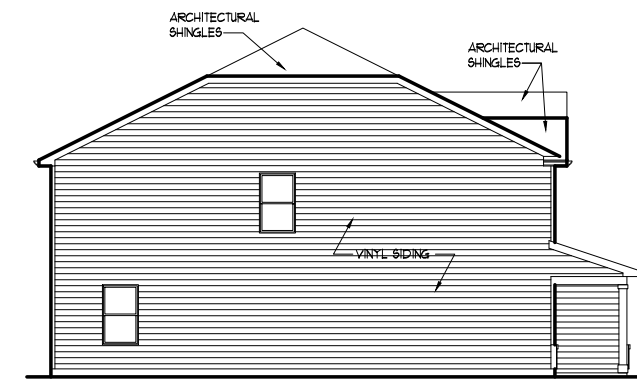
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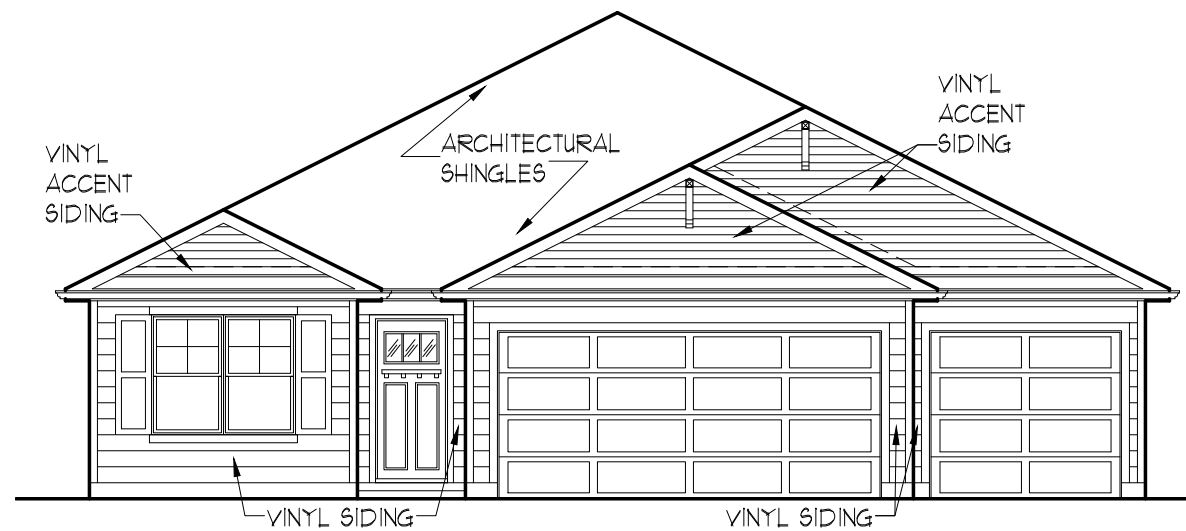
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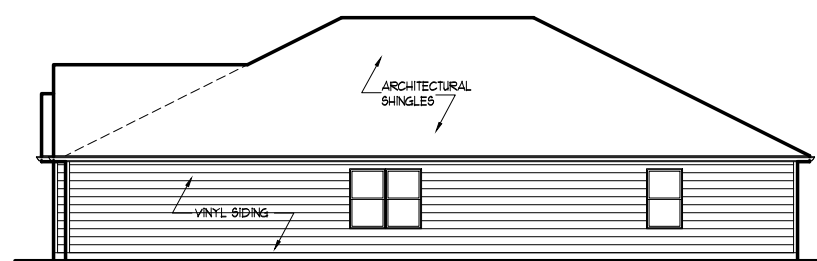
TYPICAL LEFT ELEVATION

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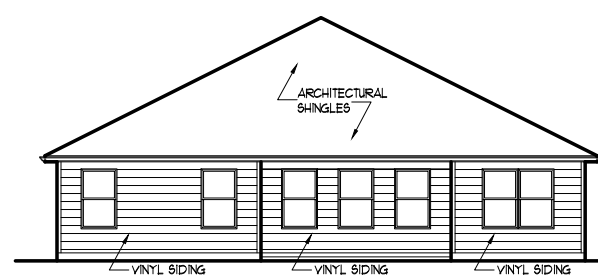
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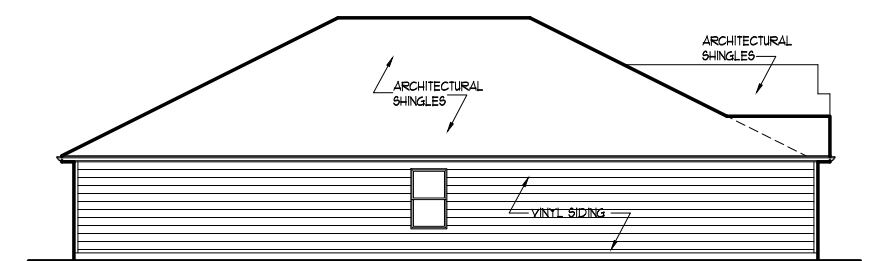
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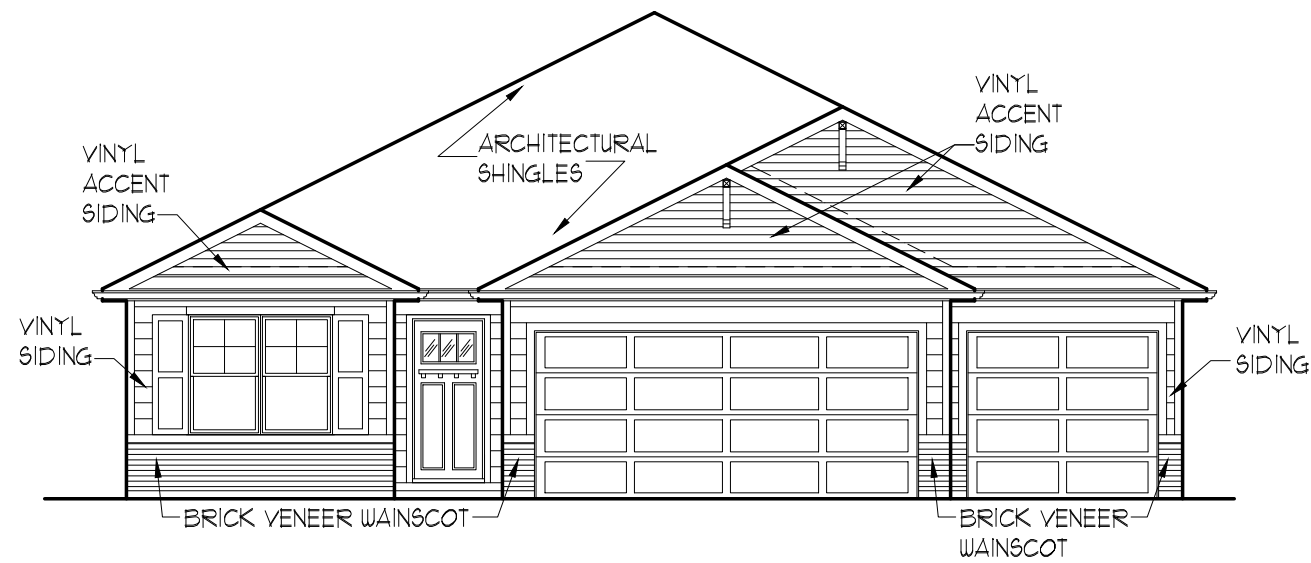
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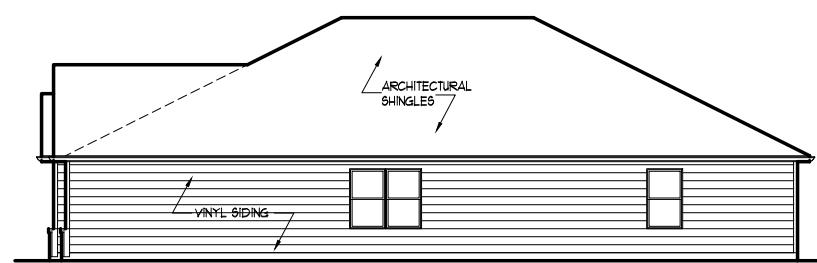
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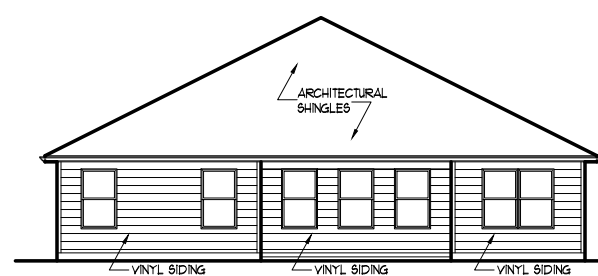
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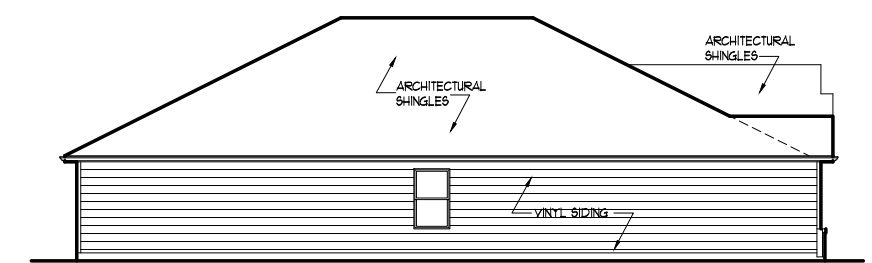
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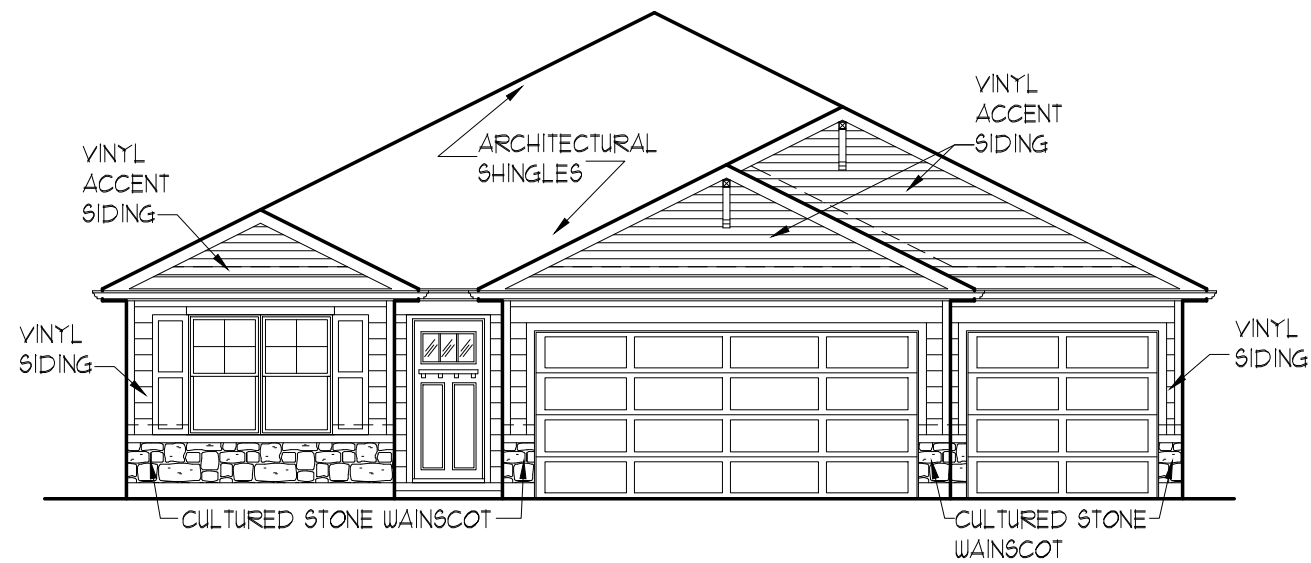
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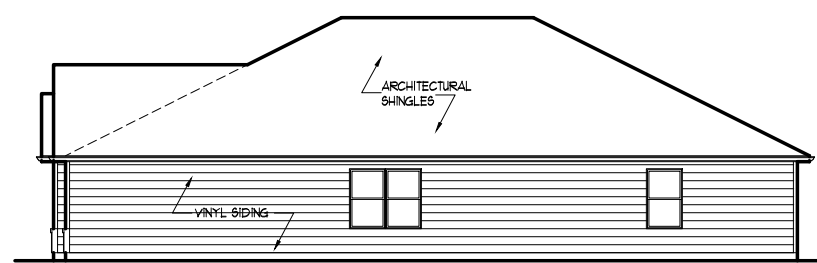
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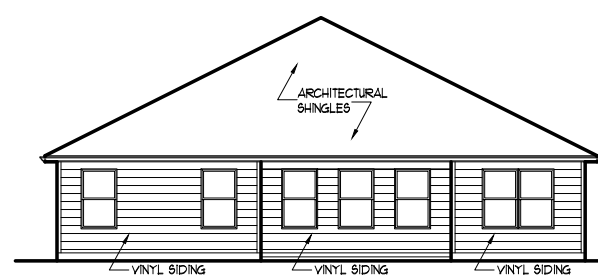
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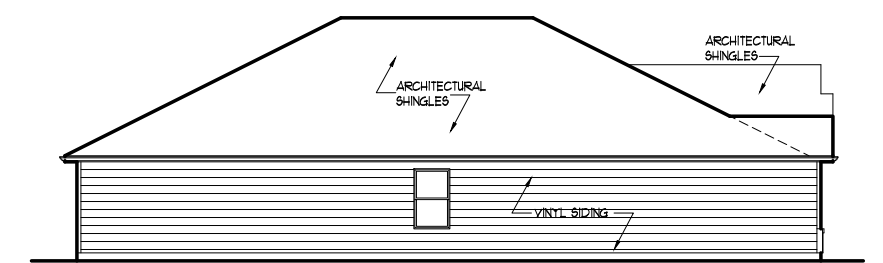
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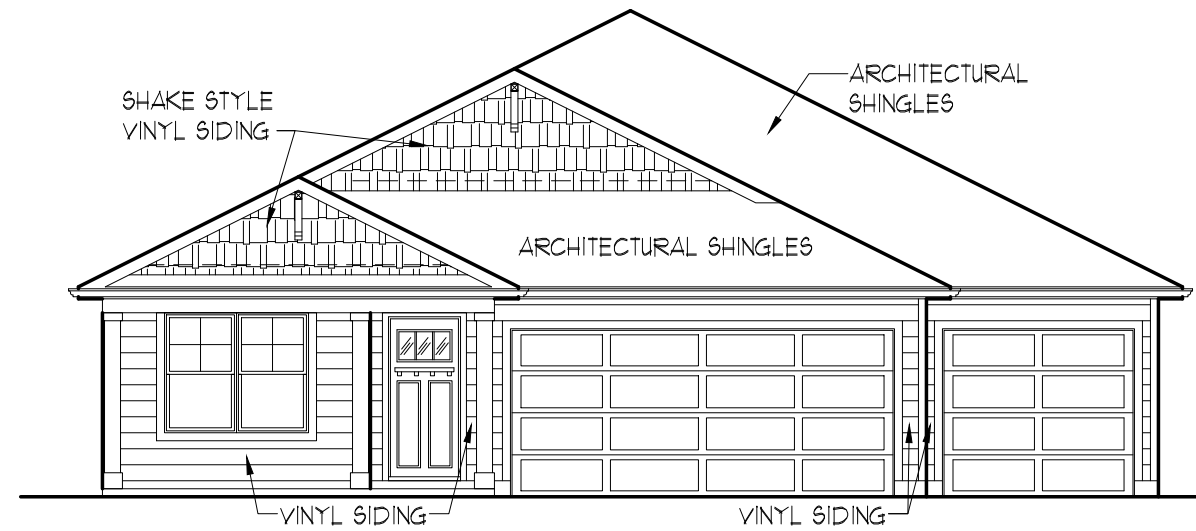
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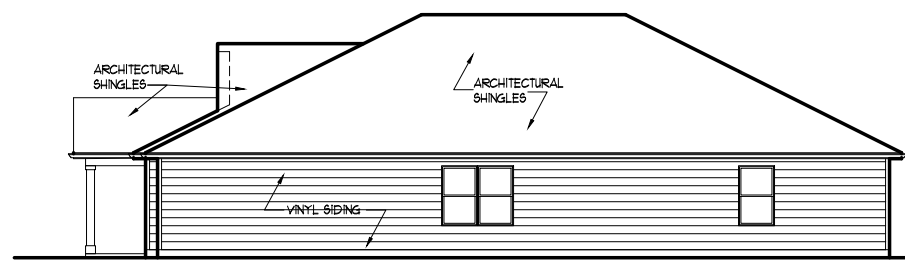
TYPICAL LEFT ELEVATION

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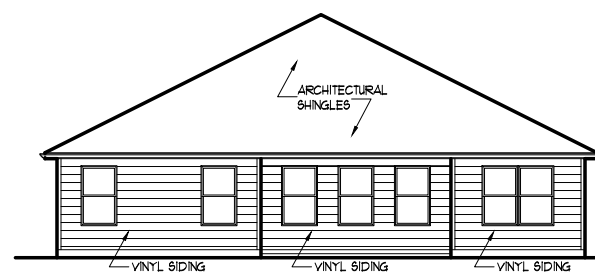
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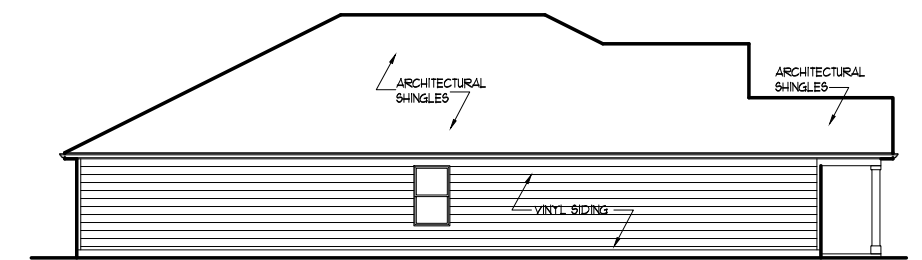
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TYPICAL RIGHT ELEVATION



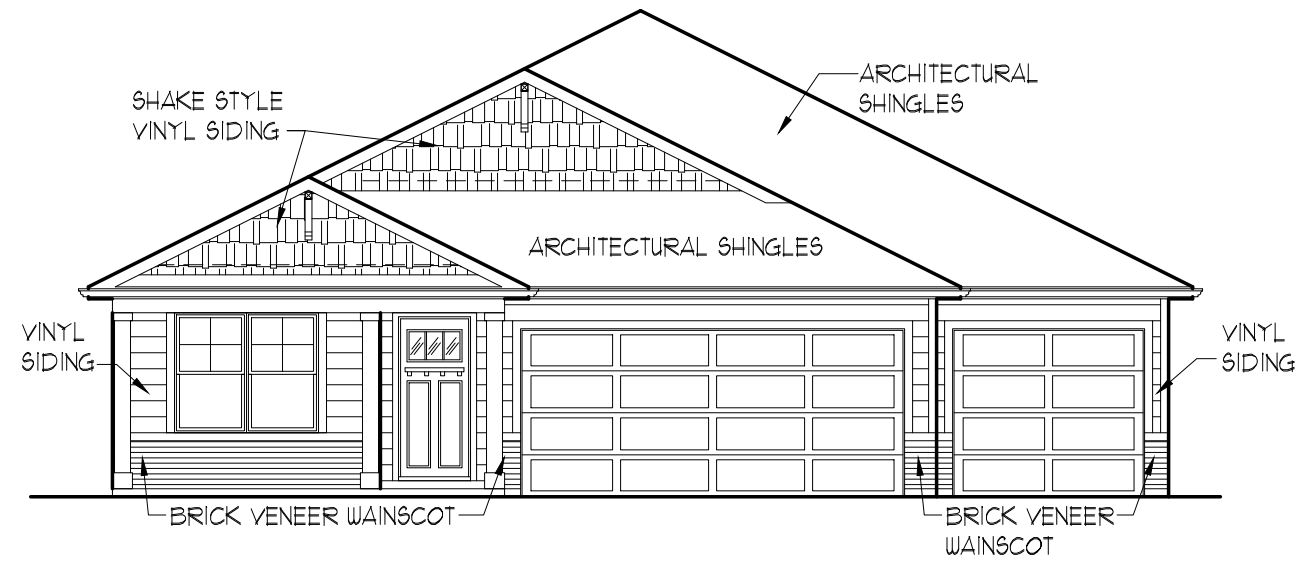
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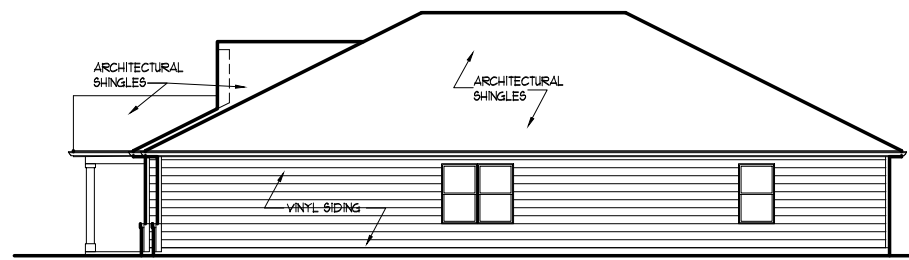
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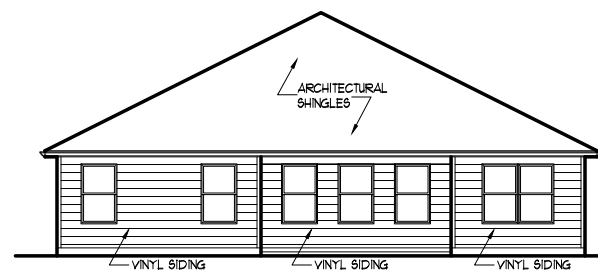
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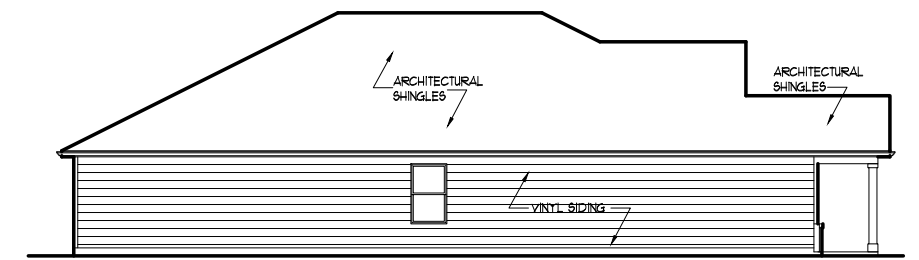
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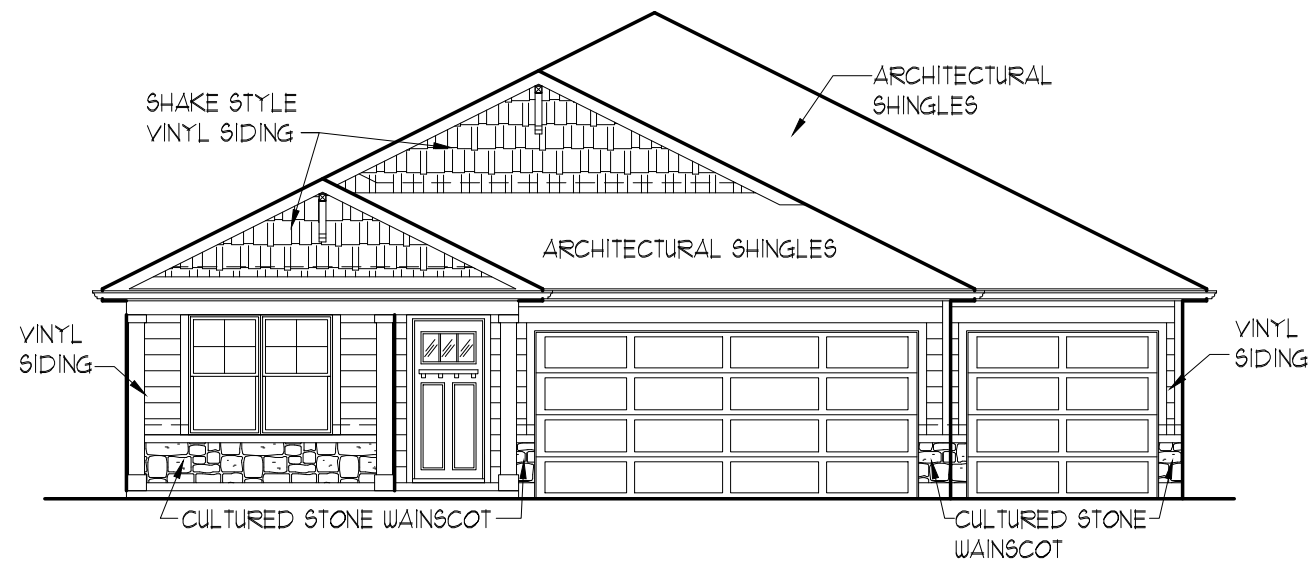
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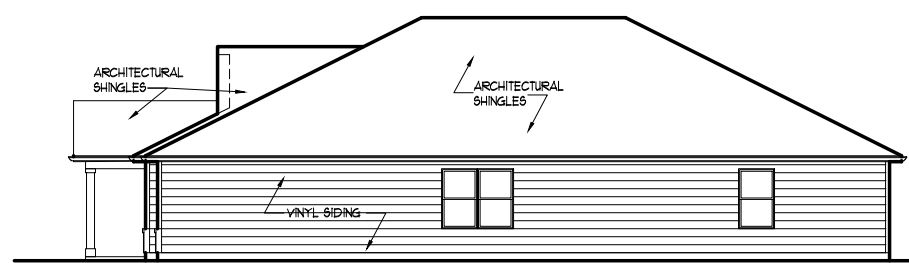
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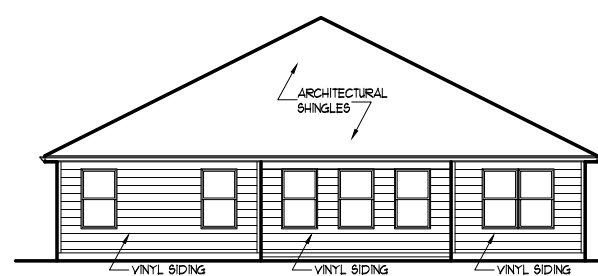
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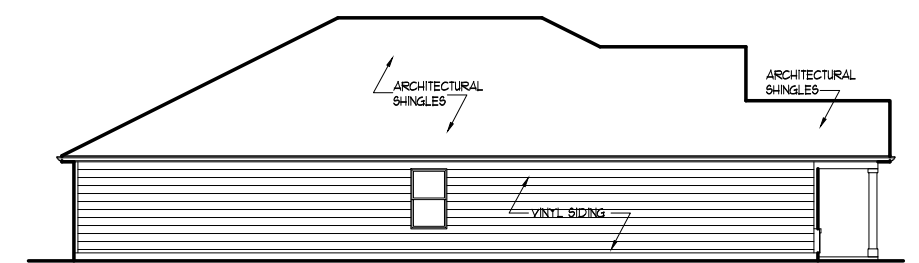
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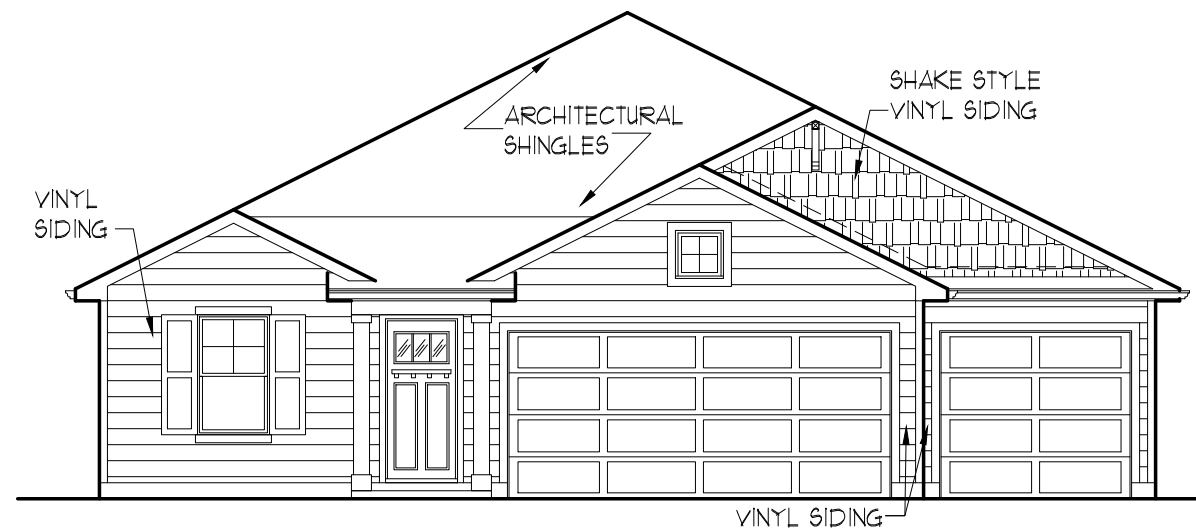
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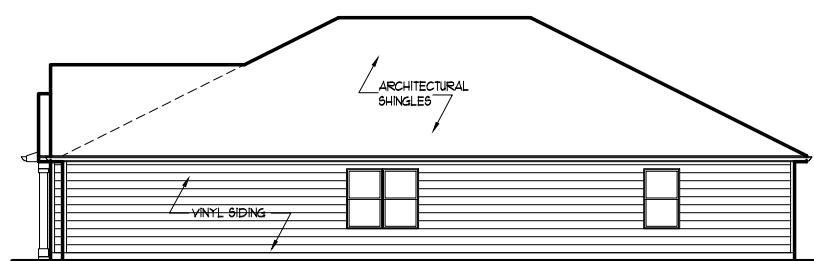
TYPICAL LEFT ELEVATION

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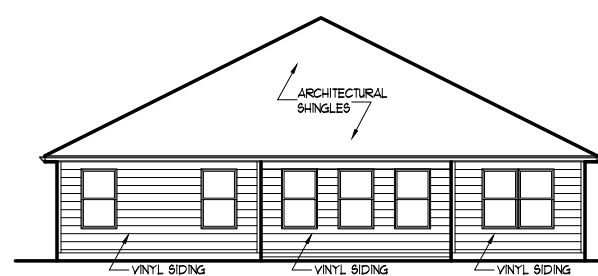
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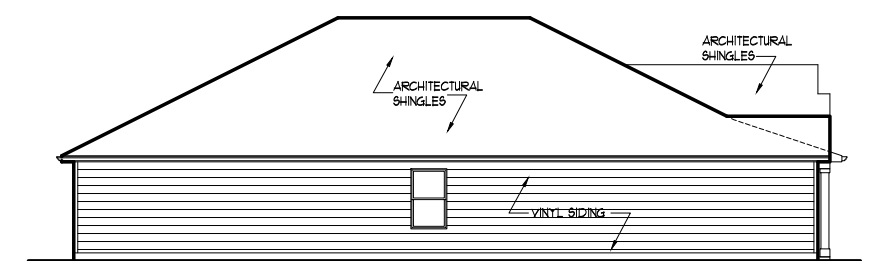
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TYPICAL RIGHT ELEVATION



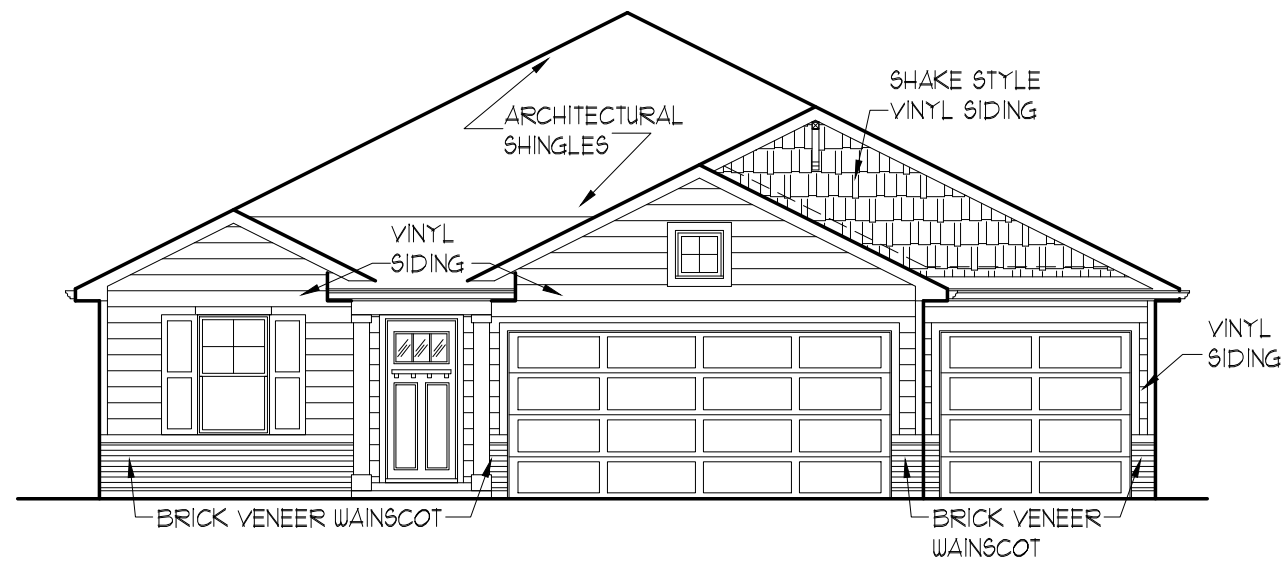
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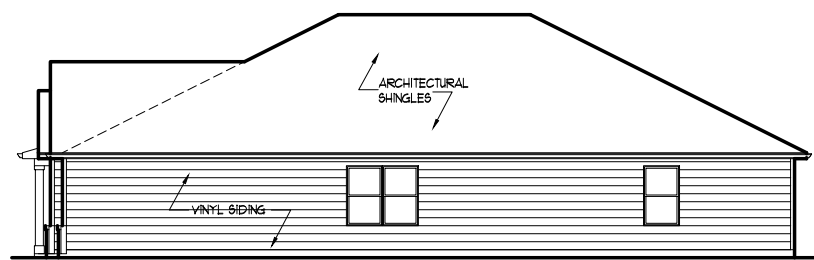
TYPICAL LEFT ELEVATION

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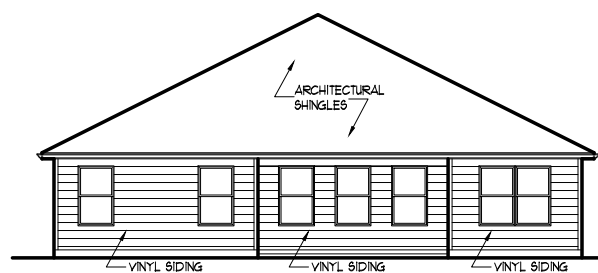
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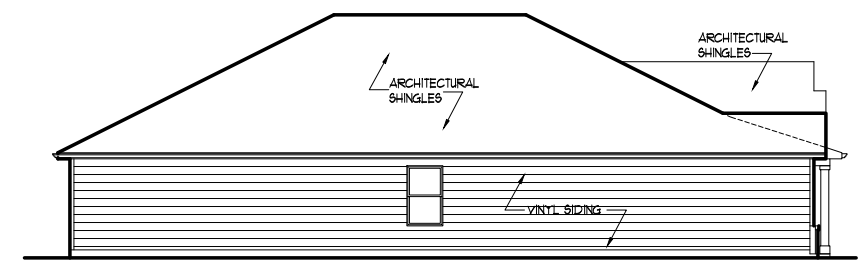
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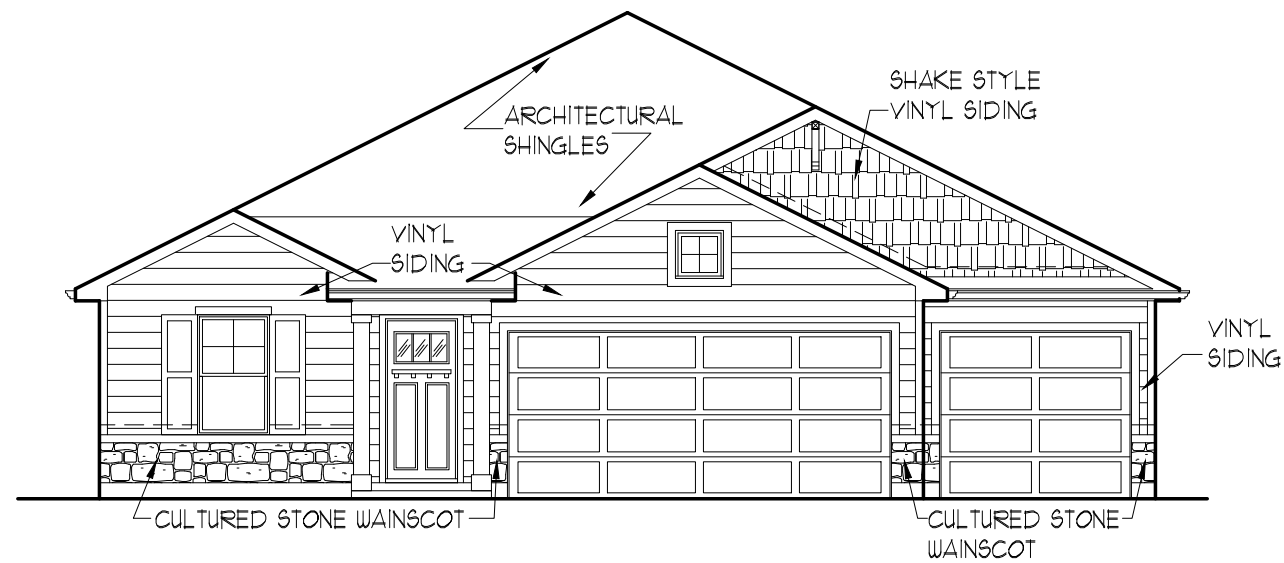
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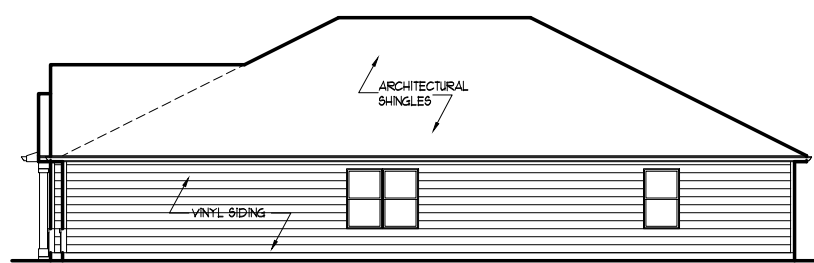
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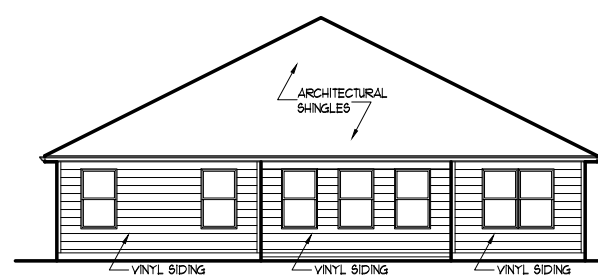
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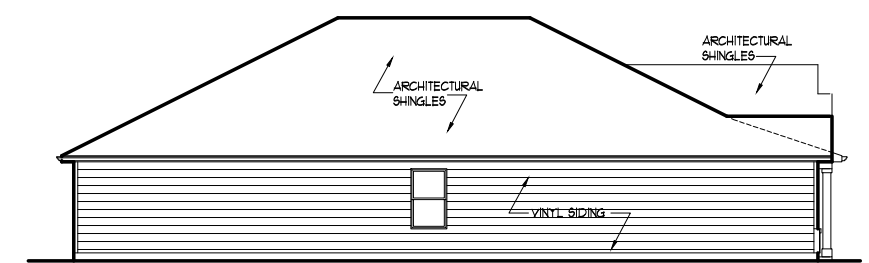
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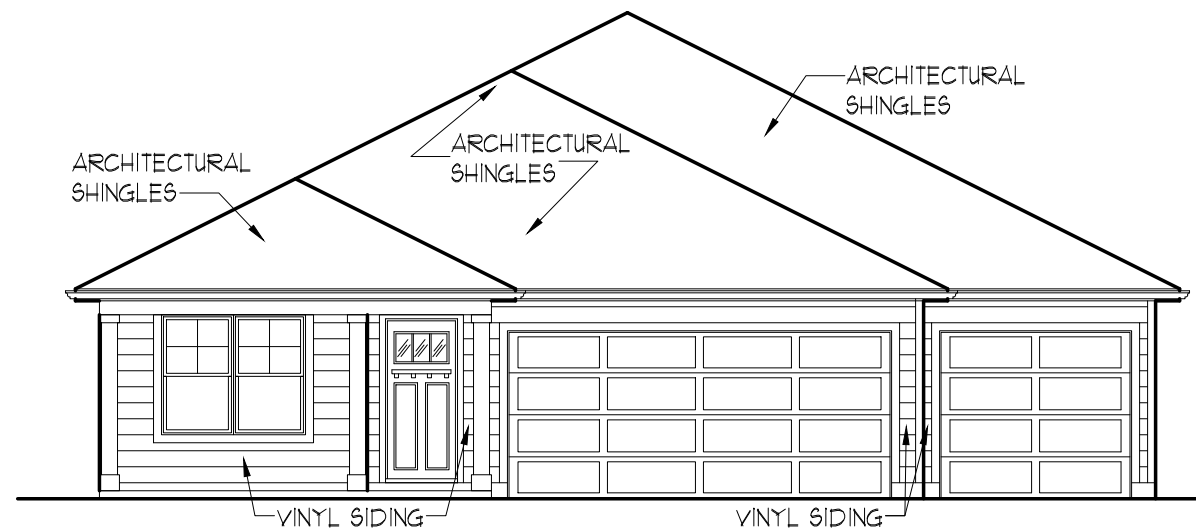
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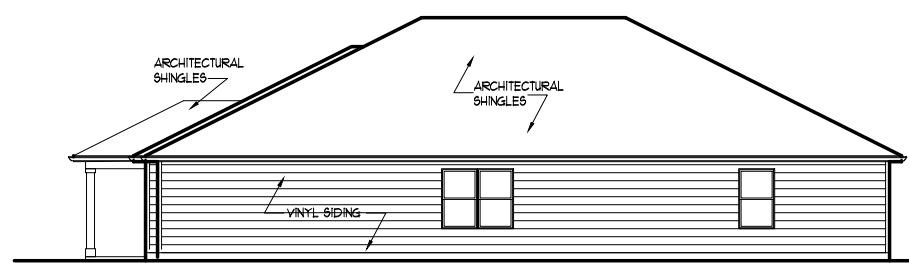
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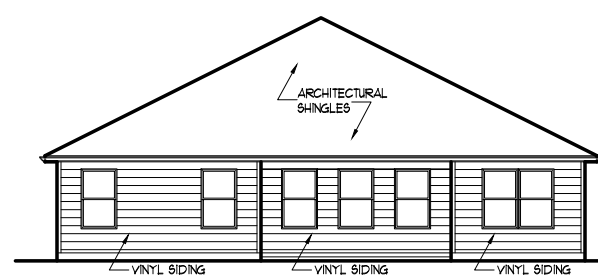
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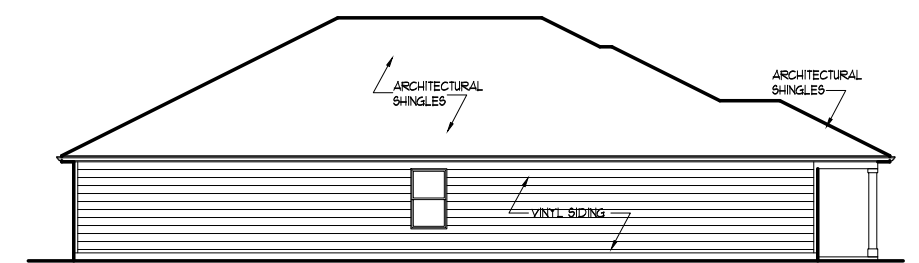
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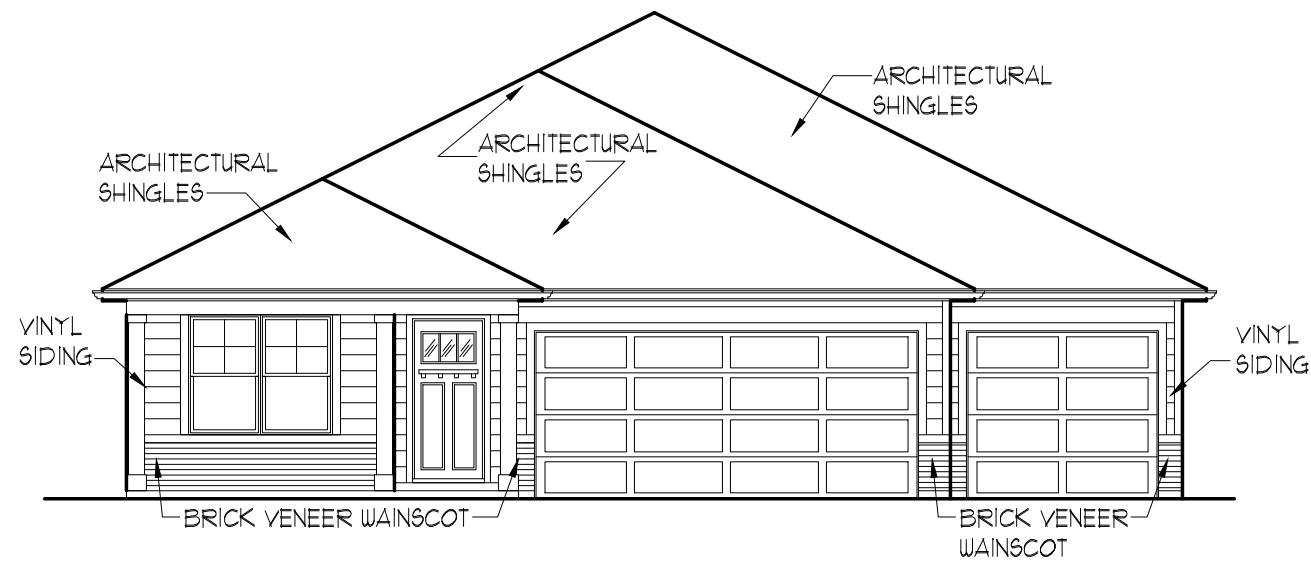
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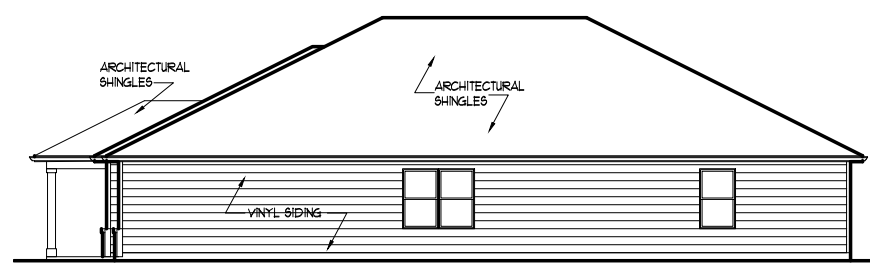
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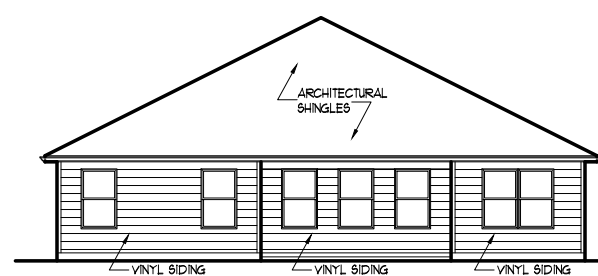
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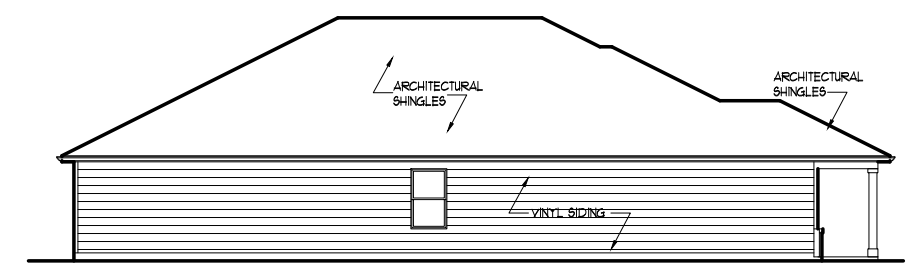
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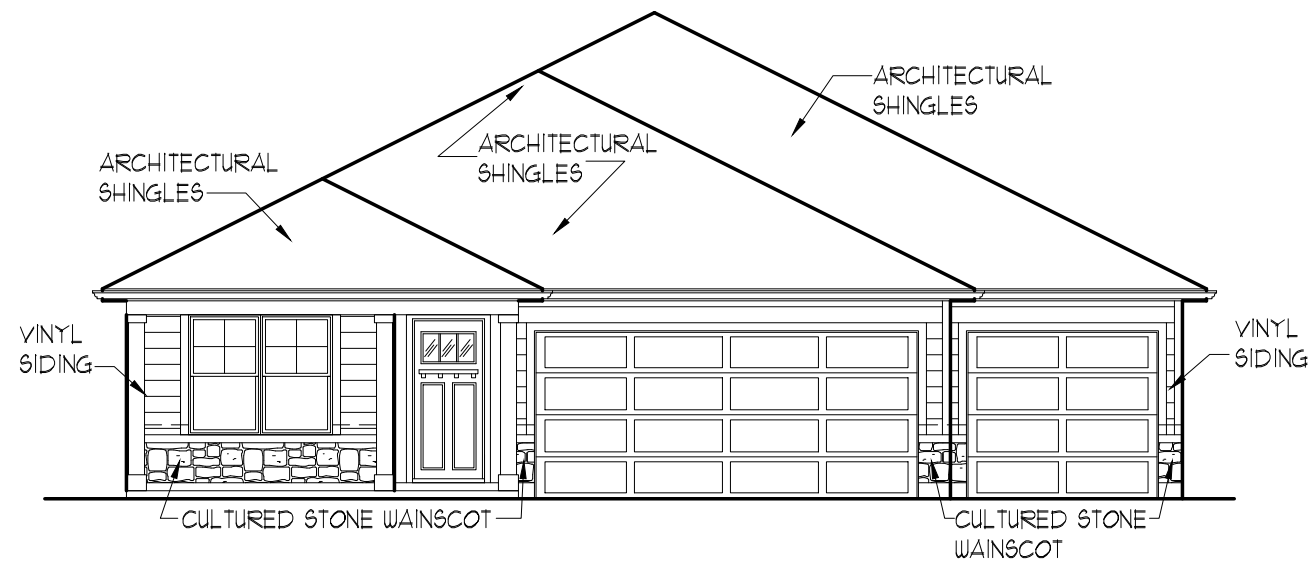
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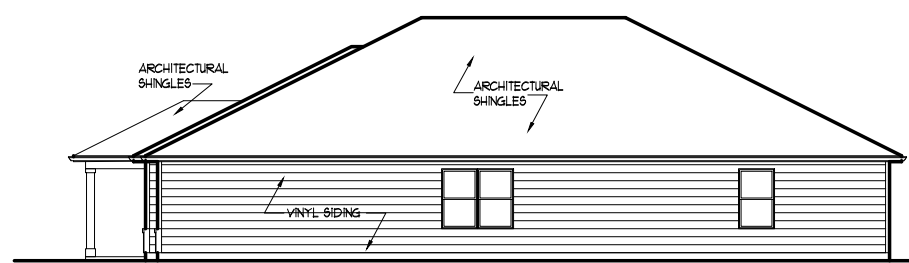
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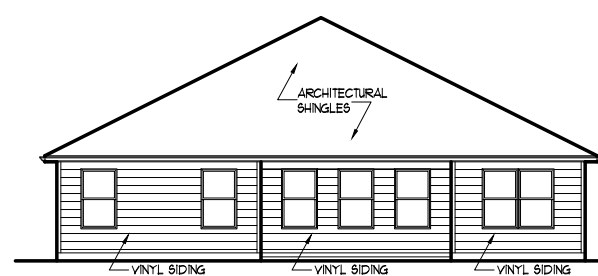
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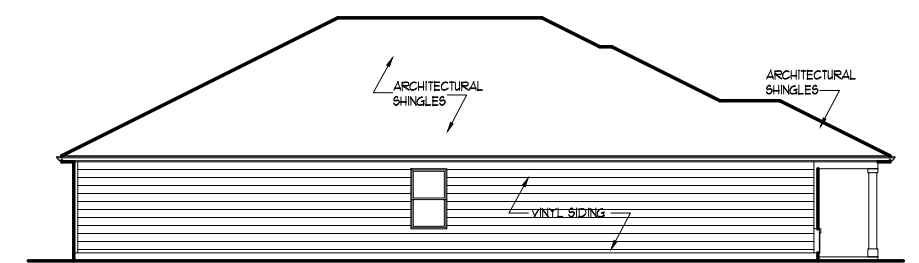
ELEVATION "D3"



TYPICAL RIGHT ELEVATION



TYPICAL REAR ELEVATION



TYPICAL LEFT ELEVATION

X453

X-SERIES

Preliminary Landscape Plan

CIDER GROVE

Huntley, Illinois

March 23, 2021

CONSULTANTS:



LANDSCAPE ARCHITECT:
 GARY R. WEBER ASSOCIATES, INC
 402 W. LIBERTY DRIVE
 WHEATON, ILLINOIS 60187



CIVIL ENGINEER:
 CAGE CIVIL ENGINEERING
 3110 WOODCREEK DRIVE
 DOWNERS GROVE, ILLINOIS 60515



LOCATION MAP

SCALE: 1"=400'

INDEX OF SHEETS

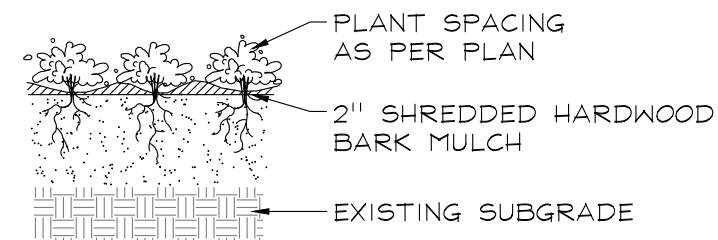
SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE PLAN
3	LANDSCAPE PLAN
4	LANDSCAPE SPECIFICATIONS



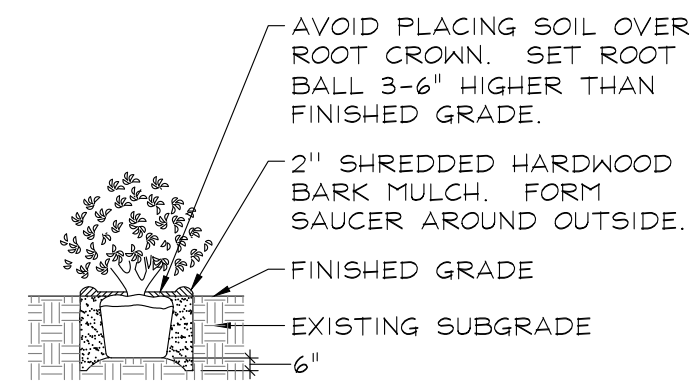
GENERAL NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.

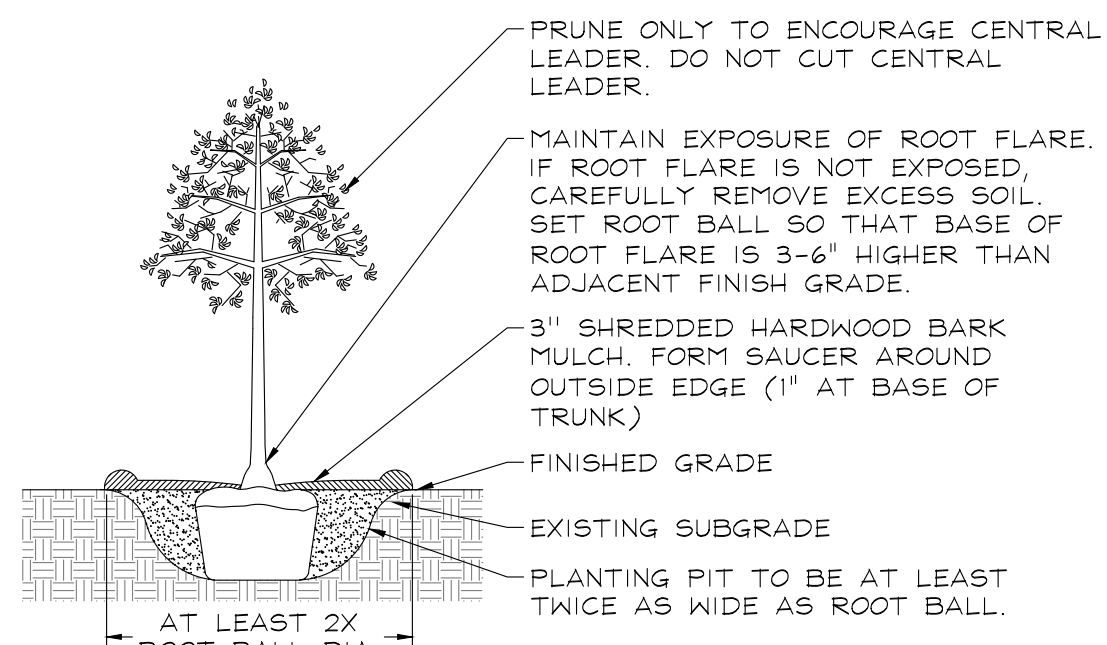
PLANTING DETAILS



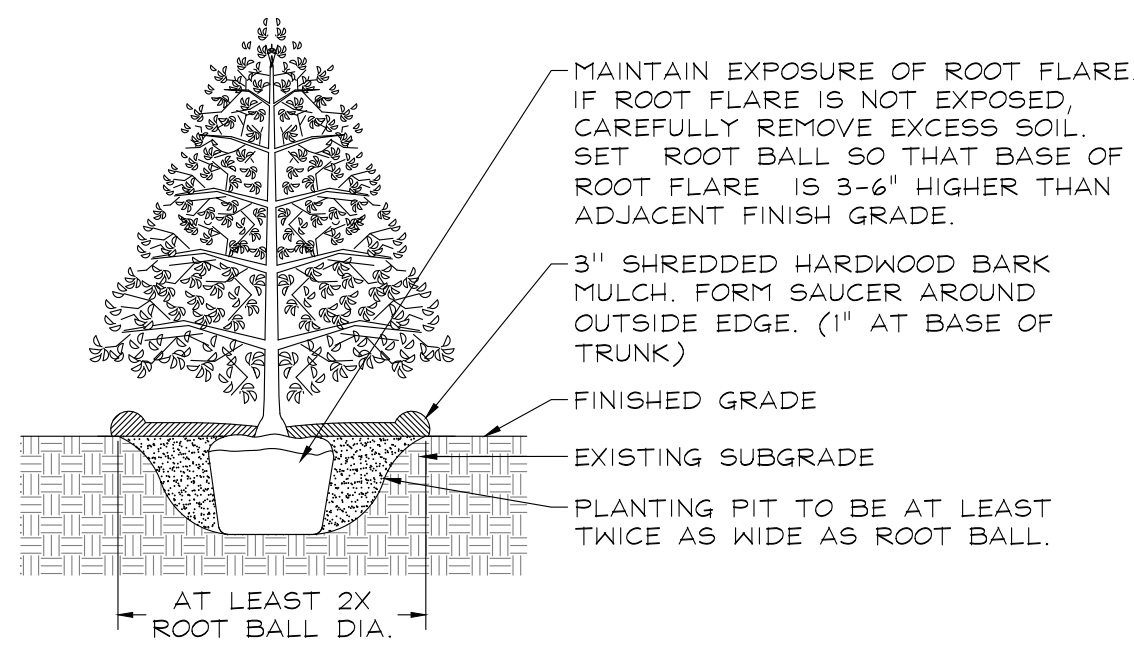
PERENNIALS AND GROUNDCOVERS
NOT TO SCALE



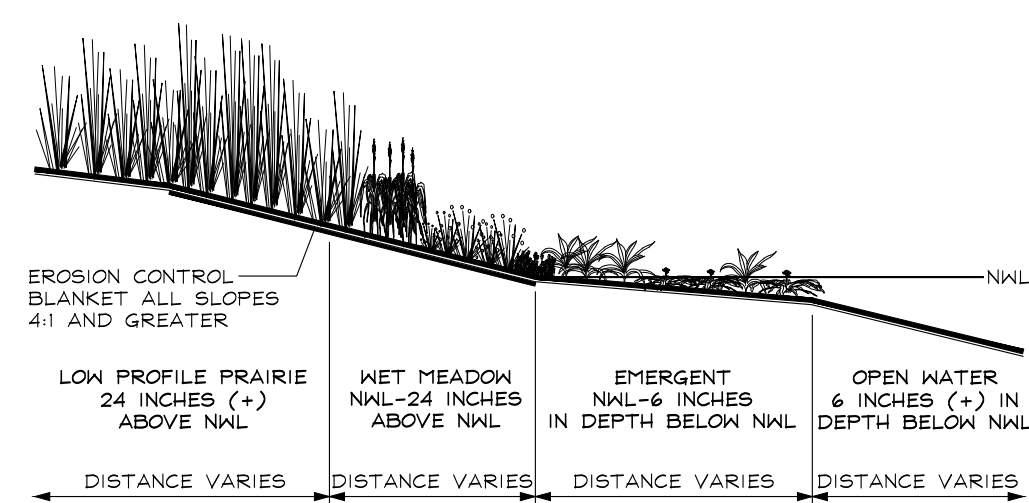
DECIDUOUS AND EVERGREEN SHRUBS
NOT TO SCALE



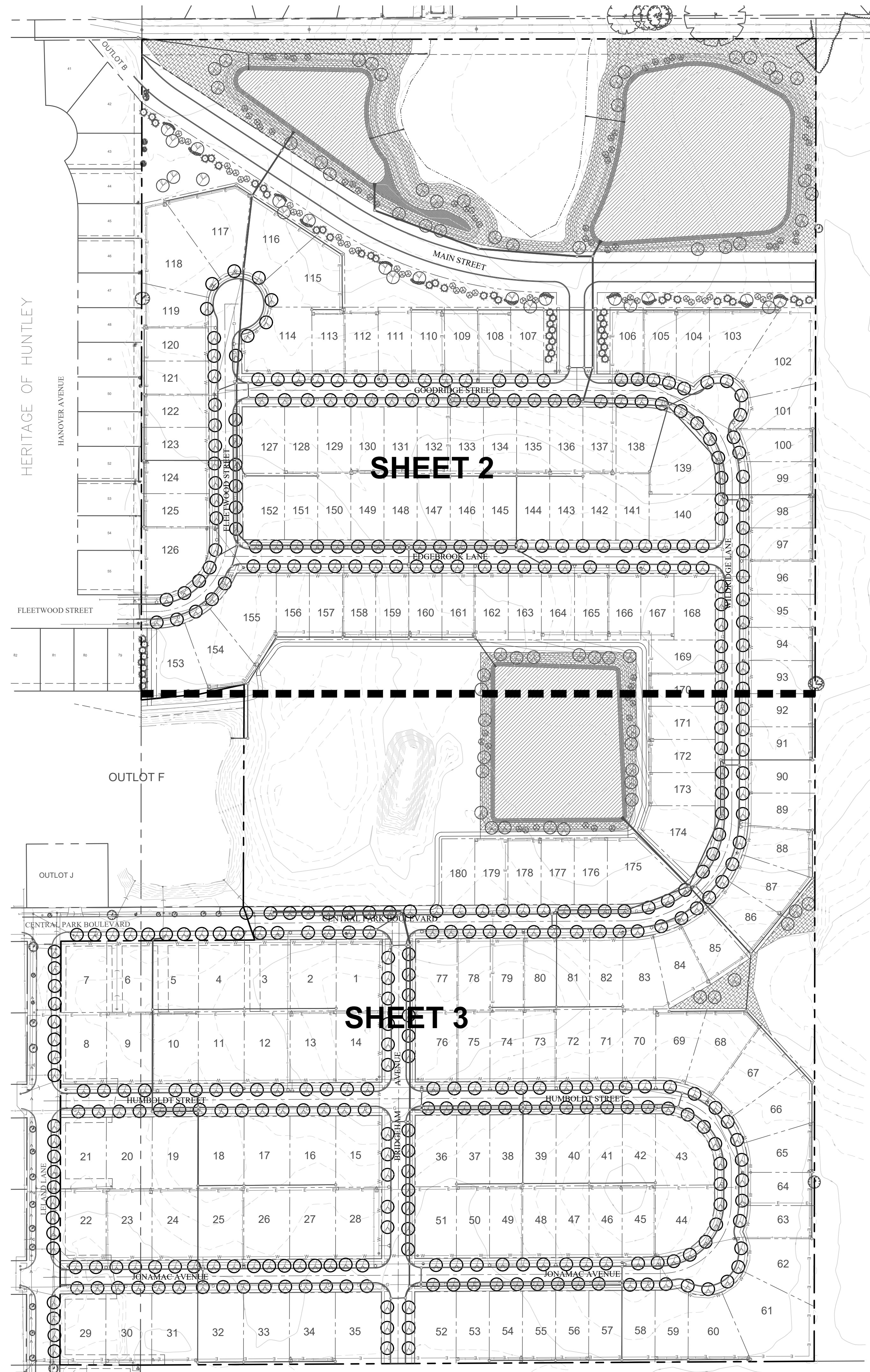
DECIDUOUS TREES
NOT TO SCALE



EVERGREEN TREES
NOT TO SCALE



NATURALIZED AREA PLANTING DETAIL
NOT TO SCALE



STREET TREE REQUIREMENTS

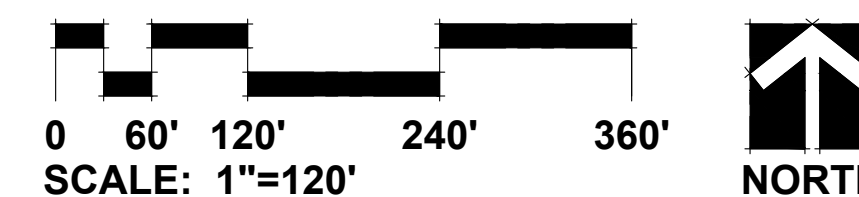
REQUIRED STREET TREES BASED ON 1 TREE EVERY 40' OF R.O.W. LESS THE 40' SETBACK AT INTERSECTIONS

R.O.W. LENGTH = 15,893
REQUIRED TREES = 400
PROVIDED TREES = 400

NOTE:
STREET TREES TO BE SPACED 5' FROM BACK OF CURB, 5' FROM SIDEWALK, 5' FROM FIRE HYDRANTS, 10' FROM DRIVEWAYS, AND 15' FROM STREET LIGHTS

REPRESENTATIVE PLANT LIST

Key	Botanical/Common Name	Size	Remarks
	SHADE TREES		
	Acer x freemanii 'Marmal' / AUTUMN BLAZE MAPLE	3" Cal.	
	Acer x freemanii 'Marmal' / MARMO FREEMAN MAPLE	3" Cal.	
	Acer miyabei 'Morton' / STATE STREET MAPLE	3" Cal.	
	Celtis occidentalis / COMMON HACKBERRY	3" Cal.	
	Platanus x acerifolia 'Morton Circle' / EXCLAMATION! LONDON PLANETREE	3" Cal.	
	Quercus imbricaria / SHINGLE OAK	3" Cal.	
	Quercus bicolor / SWAMP WHITE OAK	3" Cal.	
	Quercus macrocarpa / BUR OAK	3" Cal.	
	Quercus rubra / RED OAK	3" Cal.	
	Tilia americana 'MokSentry' / SENTRY AMERICAN LINDEN	3" Cal.	
	Tilia cordata 'Greenspire' / GREENSPIRE LITTLELEAF LINDEN	3" Cal.	
	Ulmus carpinifolia 'Regal' / REGAL SMOOTHLEAF ELM	3" Cal.	
	ORNAMENTAL TREES		
	Amelanchier grandiflora / APPLE SERVICEBERRY	6' Tall	Multi-stem
	Betula nigra / RIVER BIRCH	6' Tall	Multi-stem
	Cornus mas / CORNELIANCHERRY DOGWOOD	6' Tall	Multi-stem
	Crataegus crus-galli inermis / THORNLESS COCKSPUR HAWTHORN	6' Tall	Multi-stem
	Malus 'Prairifire' / PRAIRIFIRE CRABAPPLE	6' Tall	Multi-stem
	EVERGREEN TREES		
	Abies concolor / WHITE FIR	8' Tall	
	Picea glauca 'Densata' / BLACK HILLS SPRUCE	8' Tall	
	Picea pungens / GREEN COLORADO SPRUCE	8' Tall	
	DECIDUOUS SHRUBS		
	Cornus sericea 'Baileyi' / BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
	Syringa meyeri 'Palibin' / DNARF KOREAN LILAC	24" Tall	4' O.C.
	Viburnum trilobum 'Hah's' / HAH'S CRANBERRYBUSH VIBURNUM	36" Tall	4' O.C.
	EVERGREEN SHRUBS		
	Juniperus chinensis 'SeaGreen' / SEA GREEN JUNIPER	24" Wide	4' O.C.
	Juniperus virginiana 'Blue Mountain' / NORDIC BLUE JUNIPER	24" Wide	4' O.C.
	PERENNIALS AND ORNAMENTAL GRASSES		
	Hemerocallis 'Happy Returns' / HAPPY RETURNS DAYLILY	#1	18" O.C.
	Sporobolus heterolepis / PRAIRIE DROPSIED	#1	18" O.C.



GARY R. WEBER
ASSOCIATES, INC.
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ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
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WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

CLIENT
D.R. HORTON
America's Builder
750 E. BUNKER COURT, SUITE 500
VERNON HILLS, IL 60061
CIVIL ENGINEER
CAGE CIVIL ENGINEERING
3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515

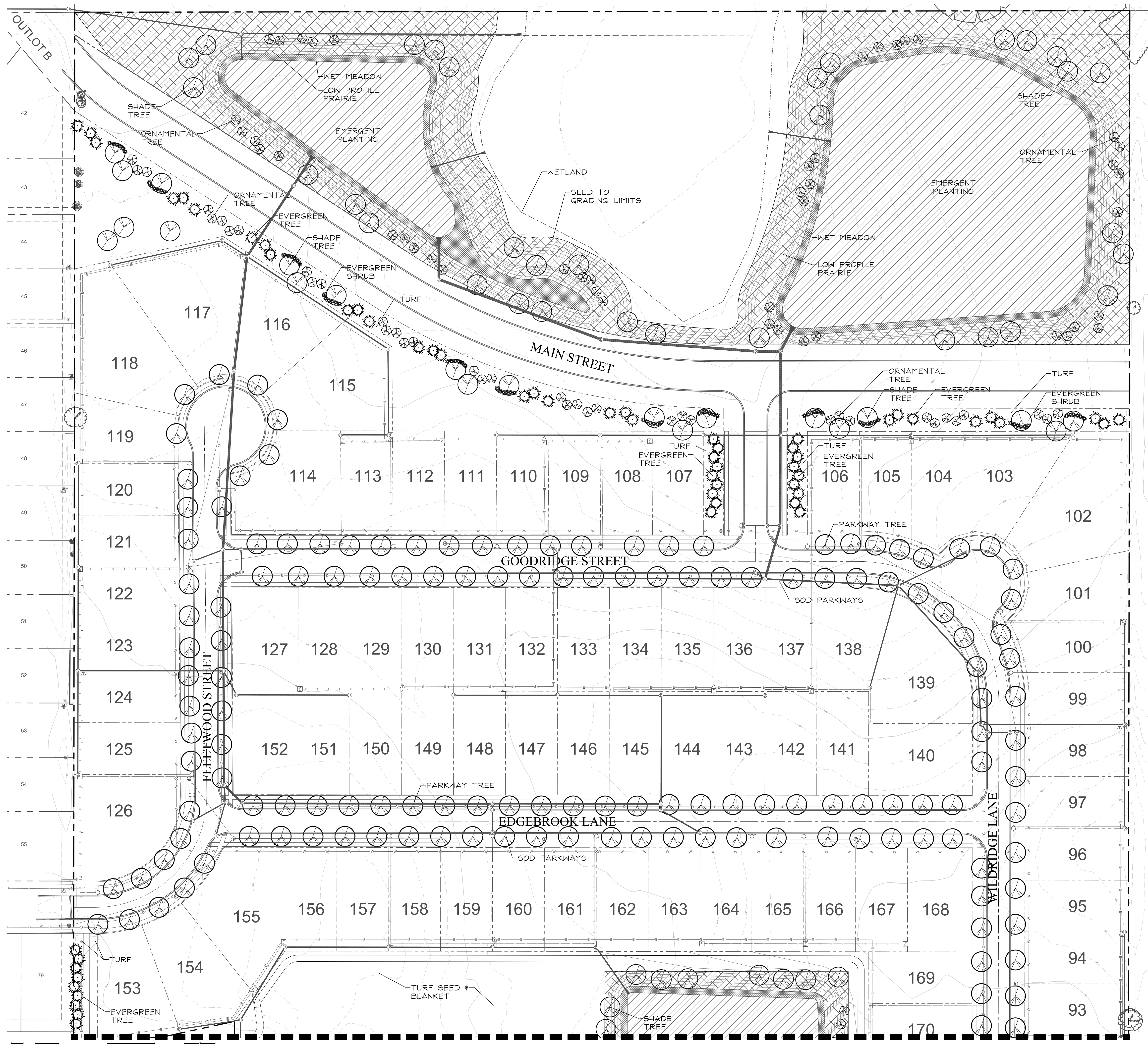
CIDER GROVE
HUNTLEY, ILLINOIS
OVERALL LANDSCAPE PLAN

Rev. 1 3.22.2021
REVISIONS

DATE 1.10.2021
PROJECT NO. DR1952
DRAWN TRC
CHECKED MGM
SHEET NO.

1 OF 4

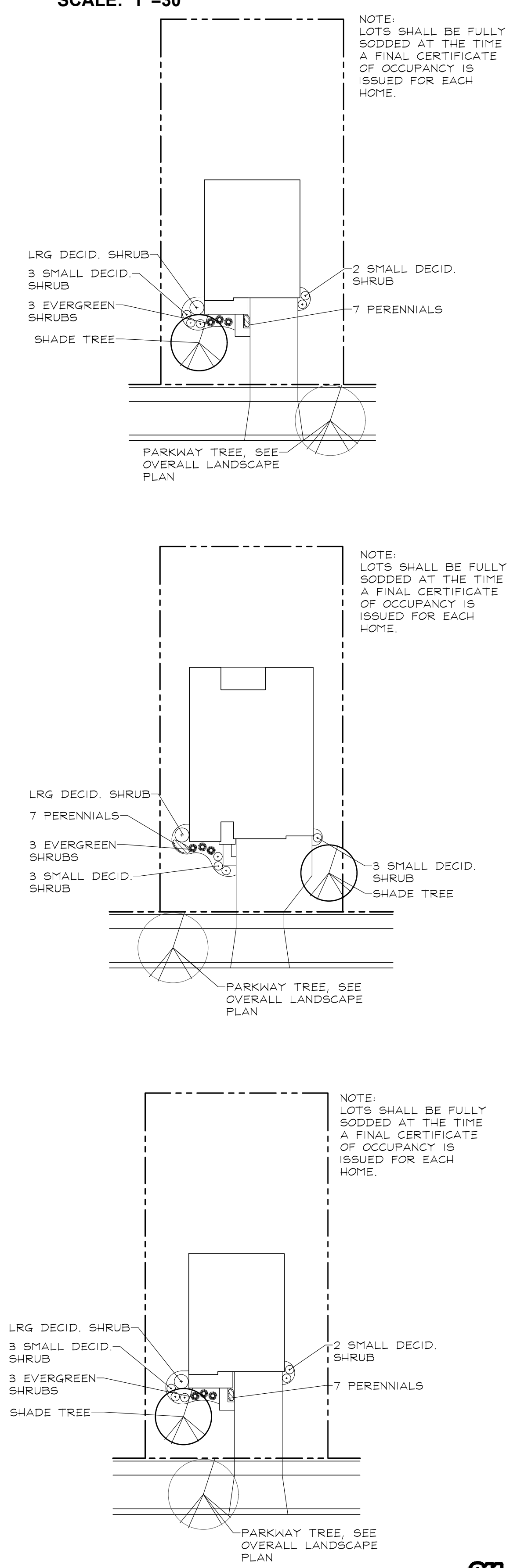




NATIVE SEED LEGEND

Key	Description
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	LOW PROFILE PRAIRIE SEED MIX

TYPICAL RESIDENCE LANDSCAPE PACKAGES
SCALE: 1"=30'



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CIDER GROVE
 HUNTLEY, ILLINOIS
LANDSCAPE PLAN



MATCH LINE SHEET 3

Rev. 1	3.22.2021
REVISIONS	
DATE	1.10.2021
PROJECT NO.	DR1952
DRAWN	TRC
CHECKED	MGM
SHEET NO.	



MATCH LINE SHEET 2



NATIVE SEED MIXTURES

Temporary Cover Crop

Cover crops shall be installed in all planting areas containing dry mesic, mesic, and wet mesic soils to stabilize soils, and combat weed pressure during the germination and establishment of the native seeding area.

Botanical Name	Common Name	lbs / AC
<i>Echinochloa crusgalli</i>	Barnyard Grass	30,000

Emergent Wetland Plant Mix

Stormwater basin bottoms in areas with 6" of water

Botanical Name	Common Name	lbs / AC	Plugs / AC
<i>Alisma subcordatum</i>	Water Plantain	1,250	
<i>Carex vulpinoidea</i>	Brown Fox Sedge	1,000	
<i>Iris virginica shrevei</i>	Blue Flag	0,500	494
<i>Juncus effusus</i>	Common Rush	0,500	
<i>Leersia oryzoides</i>	Rice Cut Grass	1,250	494
<i>Scirpus atrovirens</i>	Dark Green Bulrush	1,000	988
<i>Scirpus flauvirens</i>	River Bulrush	1,250	494
<i>Scirpus pungens</i>	Charmaker's Rush	1,000	
<i>Schoenoplectus tabernaemontani</i>	Softstem Bulrush	0,500	988
Total Emergent Wetland Mix		8,250	3458

Wet Meadow Seed Mixture

Lower slopes of basin

Botanical Name	Common Name	lbs / AC
Grasses / Sedges		
<i>Carex debilis</i>	Bebb's Oval Sedge	0.625
<i>Carex cristatella</i>	Crested Oval Sedge	0.063
<i>Carex molesta</i>	Field Oval Sedge	0.250
<i>Carex normalis</i>	Spreading Oval Sedge	0.015
<i>Carex scirpoides</i>	Pointed Broom Sedge	0.625
<i>Carex stipitata</i>	Common Fox Sedge	0.060
<i>Carex vulpinoidea</i>	Brown Fox Sedge	0.250
<i>Elymus virginicus</i>	Virginia Wild Rye	3.000
<i>Juncus torreyi</i>	Torrey's Rush	0.031
<i>Panicum virgatum</i>	Switch Grass	3.000
<i>Scirpus atrovirens</i>	Dark Green Bulrush	0.060
Total Grasses / Sedges		7.979

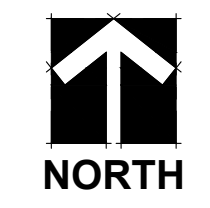
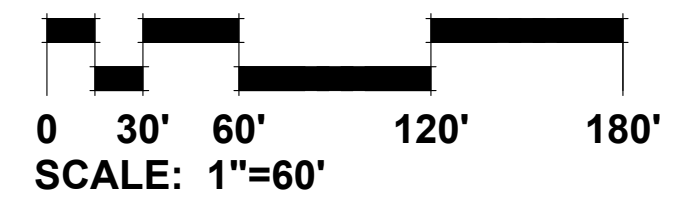
Low Profile Prairie with Flowers Seed Mix

Upper basin slopes

Botanical Name	Common Name	lbs / AC
Grasses		
<i>Bouteloua curtipendula</i>	Side Oats Grama	8.000
<i>Carex bicknellii</i>	Bicknell's Sedge	0.500
<i>Elymus canadensis</i>	Prairie Wild Rye	1.000
<i>Panicum virgatum</i>	Prairie Switch Grass	0.500
<i>Schizachyrium scoparium</i>	Little Bluestem	6.000
Total Grasses		16.000
Wildflowers/Broadleaves		
<i>Asclepias canadensis</i>	Whorled Milkweed	0.063
<i>Asclepias tuberosa</i>	Butterflyweed	0.500
<i>Echinacea pallida</i>	Pale Purple Coneflower	1.000
<i>Echinacea purpurea</i>	Purple Coneflower	0.500
<i>Monarda fistulosa</i>	Prairie Bergamot	0.063
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.125
<i>Pycnanthemum tenuifolium</i>	Slender Mountain Mint	0.031
<i>Ratibida pinnata</i>	Yellow Coneflower	0.125
<i>Rudbeckia fulgida var. sullivantii</i>	Showy Black-Eyed Susan	0.500
<i>Rudbeckia hirta</i>	Black-Eyed Susan	0.500
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	0.063
<i>Symphoricarpos laevis</i>	Smooth Blue Aster	0.063
Total Forbs		3.533
Total Low Profile Prairie Seed Mix		19.533

NATIVE SEED LEGEND

Key	Description
	EMERGENT PLANTINGS
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	LOW PROFILE PRAIRIE SEED MIX



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LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

- 1. The establishment of trees, shrubs, perennial, annual and lawn areas as shown on Landscape Plan;
2. The provision of post-planting management as specified herein;
3. Any remedial operations necessary in conformance with the plans as specified in this document;
4. Permits which may be required.

1.2 QUALITY ASSURANCE

A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.

B. Quality Control Procedures:

- 1. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
3. Analysis and Standards: Package standard products with manufacturer's certified analysis.

1.3 SUBMITTALS

A. Planting Schedule

Submit three (3) copies of the proposed planting schedule showing dates for each type of planting

B. Maintenance Instruction - Landscape Work

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.

C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.

D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.

E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request.

1.4 JOB CONDITIONS

A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

B. Utilities: Review underground utility location maps and plans; notify local utility location service; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.

C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.

B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as: Midnight, Allure, Viva, Washington, Liberty.

2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

- A. Lawn Seed Mixture - 5 lbs./1,000 sq. ft.
50% Kentucky Bluegrass 98/85
15% Cutler Perennial Ryegrass
10% Spartan Hard Fescue
10% Edge Perennial Ryegrass
10% Express Perennial Ryegrass
5% Pennlawn Creeping Red Fescue

- B. Temporary Lawn Seed Mixture - 5 lbs./1,000 sq. ft.
40% Kentucky Bluegrass 98/85
40% Perennial Ryegrass
20% Annual Ryegrass

2.3 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.4 NATIVE PLANTING MIXTURES

Provide fresh, clean, new crop of the species and proportions as specified. Native seed and live plant material shall be obtained from a reputable supplier (approved by Landscape Architect) that has collected from sources east of the Mississippi River within the same EPA Level III Ecoregion as the project site (Central Corn Belt Plains). Any material sourced from outside this ecoregion must be approved by the Landscape Architect prior to installation.

For each species, the amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre. Seed tags and PLS testing information shall be provided to the Landscape Architect prior to seeding.

It is the sole responsibility of the Native Landscape Contractor to provide approved seed that meets industry-standard PLS requirements.

2.5 TREES AND SHRUBS

A. Name and Variety: Provide nursery grown plant material true to name and variety.

B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.

C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B&B) deciduous trees.

D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B&B) deciduous shrubs.

E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B&B) evergreen trees and containerized shrubs.

F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.6 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C.

2.7 EROSION CONTROL

A. Lawn Seed Areas Erosion Control Blanket: North American Green DS75, or equivalent approved equal.

B. Native Areas Erosion Control Blanket: North American Green SI50, or equivalent approved equal.

2.7 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

A. Sodding New Lawns

- 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
4. Lay sod within 24 hours from time of stripping.
5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
6. Water sod thoroughly with a fine spray immediately after planting.

B. Seeding New Lawns

- 1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.
4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
6. Sow not less than specified rate.
7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.
8. After the seeding operation is completed, spray a wood fiber mulch (Combes 2000 with tacifier or approved equal) over the entire grassed area at the rate of 2,000 lbs. per acre. Use a mechanical spray unit to insure uniform coverage. Exercise care to protect buildings, automobiles and people during the application of the mulch.

C. Seeding Native Areas

- 1. The period for planting prairie seed shall be from April 1 to May 15 or November 1 to just before the first frost. Seeding outside of these timeframes must be approved by the landscape architect. Native seed planted outside of specified timeframes must have at least 60 days of growth prior to frost. Dormant seeding in winter is possible if soil conditions allow.
2. The General Contractor and Native Landscape Contractor shall be responsible for performing all work necessary to achieve and maintain an acceptable seeded prior to seeding. All areas must be properly prepared before seeding begins. Equipment having low unit pressure ground contact shall be utilized within the planting areas.
3. If present, compacted soils shall be disked or raked prior to seeding. Remedial measures for the access area may, at the direction of the Wetland Consultant, involve ripping from 12 to 18 inches of the soil horizon prior to diskings.
4. Prior to seeding, planting areas shall have at least twelve inches of clean un-compacted topsoil. Clumps, clods, stones over 2" diameter, roots and other extraneous matter shall be removed and disposed of legally off-site.
5. Granular mycorrhizal inoculants shall be installed with the seed mix at a rate of 40lbs/acre. Inoculant can be banded under seed, worked into seed or added into spray tanks. Native areas shall not receive fertilizer.
6. Contractor shall be solely responsible for the proper handling and storage of the seed according to the best seed handling and storage practices, including fungicide treatments and stratification considerations. Owner shall make no compensation for damage to the seed because of improper storage, cleaning, threshing, or screening operations.
7. Except where site conditions preclude their use, seeding shall be performed using a Truax drill, Truax Trillion seeder, or comparable equipment designed specifically for installation of native seed. For areas where site conditions preclude the use of specialized equipment, seed may be installed through hand broadcasting and followed by light raking. Hand broadcast seed shall be spread at twice the specified rate. Other methods of seed installation may be used with prior approval from the Landscape Architect.
8. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Areas where the seed has not been incorporated into the soil to the proper depths will not be accepted, and no compensation for materials or labor for the rejected work will be made by the Owner.
9. Seeding and soil tracking/firming shall not be done during periods of rain, severe drought, high winds, excessive moisture, frozen ground, or other conditions that preclude satisfactory results.
10. Wet mesic and emergent areas shall be planted, and seed allowed to germinate (if possible), prior to flooding with significant amounts of water. Any areas of significant permanent water located within the planting area will receive live plugs in lieu of seed.

11. After the seeding operation is completed, install erosion control blanket per manufacturer's specifications.

12. Emergent plugs shall be planted in natural groupings within designed areas containing saturated soils or shallow inundation. Plants within groupings shall be planted at 2 foot centers.

13. Emergent plugs shall not be planted less than the specified rate and shall be protected with goose enclosures surrounding all natural groupings of plugs.

D. Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan.

E. Trees and Shrubs

- 1. Set balled and burlapped (B&B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls; retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
2. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
3. Mulch pits, trenches and planted areas. Provide not less than 3" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain exposed root flare at all times.
4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices.
5. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.
6. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 LANDSCAPE MAINTENANCE

A. Turf Maintenance

- 1. Mowing
a. All litter (i.e. paper, cans and bottles) will be removed from turf and plant bed areas prior to mowing.
b. All lawn areas will be mowed weekly to a height of 3" from April through November, or as needed. No more than 1/3 of the grass blade is to be removed per cutting. Mowing height may be seasonally adjusted depending upon weather conditions in order to reduce stress and promote healthy turf.
c. Mowing patterns shall be altered on a weekly basis wherever possible. Mowing patterns shall create straight lines for a more manicured appearance.
d. Clippings shall be bagged and removed when clipping buildup is such that the excess clipping lay in an unsightly matted condition on the lawn.
e. The turf shall be cut in such a manner as to avoid blowing clippings toward structures, patios, air conditioners, and planting beds.
f. If the turf could potentially be damaged by equipment due to weather, mowing should not be performed.
g. Turf bordering vertical surfaces such as foundations, fences, and utility boxes shall be trimmed to match the mowing height.
h. Clippings shall be removed from all pavement areas.
2. Edging
a. Turf areas adjacent to walks, driveways and curbing will be mechanically edged monthly in a uniform manner.
b. Shrub beds and tree rings shall be neatly and uniformly edged twice per year; once during the spring cleanup, and again in August or September weather permitting.
3. Fertilizer & Weed Control
a. Pesticides must be applied by a licensed individual.
b. Notice shall be given to the Homeowners association or owner's representative 1 week prior to any pesticide application.
c. The lawn shall be fertilized three (3) times with a high quality granular or liquid formula. The applications should be made approximately in April, May and September. Timing, frequency and rate of application shall be adjusted to meet the development's current needs and conditions.
d. A pre-emergent weed control application for annual grass prevention shall be incorporated into the first turf fertilization in spring.
e. The entire turf area will be treated one (1) time with a post emergent broad leaf weed control at the appropriate time of year. Spot treatment should be done as necessary.
f. Flags shall be posted throughout the community following each fertilizer application. Remove flags once the application is dry or as directed by the product's label.

B. Planting Bed Maintenance

- 1. Pruning
a. Trees, shrubs and evergreens should be pruned, trimmed or sheared at the appropriate time for each species to maintain the plant's proper form. Methods and timing shall conform to standard horticultural practices. The initial spring pruning will include:
1. Removal of dead or injured limbs.
2. Removal of branches that are touching structures.
3. Shaping and internal thinning of the plant to allow for its natural form and habit.
b. Shrubs will be pruned two (2) additional times at the appropriate time so as not to interfere with flowering.
c. Trees over 6" in diameter will not be pruned other than removal of low branches hazardous to pedestrian traffic and sucker growth which may occur.
d. Groundcovers should be pruned twice during the season to maintain a neat appearance.
e. Ornamental grasses should be trimmed during the spring cleanup.
f. All pruning debris shall be removed from the site by the contractor immediately after the work is complete.
2. Fertilizer & Weed Control
a. Pesticides must be applied by a licensed individual.
b. Notice shall be given to the homeowner's association 1 week prior to any pesticide application.
c. Pre-emergent weed control shall be applied at the beginning of the growing season.
d. Post emergent applications or hand pulling shall be used on any weeds that appear throughout the season.
e. Trees, shrubs and groundcover shall be fertilized one (1) time during the season. The application rate will be determined by the specific needs of the plant material.

C. Spring & Fall Cleanup

- 1. Spring Cleanup
a. Lawn areas and planting beds will be raked as necessary to remove leaves, dead branches, litter and debris.
b. All mulch beds shall be cultivated to break up any existing compaction in the mulch.
c. Fresh mulch should be applied to any bare spots in the planting beds.
d. Monitor plant health and notify homeowner's association or owner's representative of any dead plants.
e. Debris generated during the cleanup shall be disposed of legally off site.
2. Fall Cleanup
a. All lawn areas will have leaves removed either by raking or through the mowing process so as to prevent buildup on the turf on a weekly basis.
b. All planting beds will have leaves and debris removed at the end of the season.
c. Perennials without winter interest shall be cut back.
d. Monitor plant health and notify homeowner's association or owner's representative of any dead plants.
e. Debris generated during the cleanup shall be disposed of legally off site.

3.4 NATIVE LANDSCAPED AREAS CONTINUED MONITORING & MAINTENANCE

A. Monitoring

The Owner shall notify the Village upon completion of plantings. The Owner's Environmental Specialist shall inspect the plantings and provide the Village with a copy of the planting locations, species, and quantities for verification if necessary.

The Owner's Environmental Specialist shall inspect the plantings at least twice per year during the three-year term of the Establishment and Maintenance Cash Bond or Letter of Credit, to determine compliance with the minimum annual performance criteria (See 1.5C Guarantees). A monitoring report will be provided to the Village by January 31st following each inspection.

B. Maintenance:

First Season

With the exception of the emergent area, native seeding areas should be mowed to a height of 6" to control annual nonnative and invasive species early in the growing season. Mowing, including weed whipping, should be conducted during prior to weed seed production. Mowing height and timing may need to be adjusted per target species. Small quantities of undesirable plant species, shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds. Herbicide should be applied as necessary by a trained and licensed operator that is competent in the identification of native and nonnative herbaceous plants. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Second Season

Control of undesirable plant species during the second growing season shall consist primarily of precise herbicide application. Mowing and weed whipping shall be conducted as needed during the early growing season and as needed to a height of 6 to 8 inches to prevent annual weeds from producing seed. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Third Season:

Seasonal mowing and herbicide will continue as above but should be reduced over time. Debris and litter shall be removed from native areas and storm structures shall be inspected and maintained as necessary. At the completion of the third growing season (dependent on fuel availability; dominance of graminoid species; and favorable weather conditions), fire may be introduced to the planted areas as a management tool.

State and local permits shall be required prior to controlled burning. Burning shall be conducted by trained professionals experienced in managing smoke in urban environments. Prior to a controlled burn, surrounding property owners as well as local fire and police departments shall be notified. A burn plan detailing preferred wind direction and speed, location of fire breaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.

The initial burn shall be dependent on fuel availability which is directly related to the quantity and quality of grasses contained within the plant matrix. Timing of the burn shall be determined based on results of the annual monitoring indicating species composition of the management area and other analysis of management goals. Generally, burns shall be scheduled from spring to fall on a rotational basis. Burn frequency shall also be dependent on the species composition within the management area. Generally, a new prairie restoration area shall be burned annually for two years after the second or third growing season after planting and then every 2-3 years thereafter, burning 50-75% of the area.

C. Long Term Wetland and Prairie Management/Maintenance

A final compliance report and Long-Term Operation and Maintenance Plan shall be submitted by the Developer/Owner's Environmental Specialist no less than 60 days prior to the expiration of any landscape Cash Bond or Letter of Credit posted for the native areas. Final acceptance and release shall be determined by the County/City/USACE upon inspection of the site to verify compliance.

The Long-Term Operation and Maintenance Plan shall be written to include guidelines and schedules for burning, mowing, application of herbicide, debris/litter removal and inspection schedule for storm structures and sediment removal.

3.5 CLEAN UP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.6 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.

3.6 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.



GARY R. WEBER ASSOCIATES, INC. LAND PLANNING BIOLOGICAL CONSULTING LANDSCAPE ARCHITECTURE 402 W. LIBERTY DRIVE WHEATON, ILLINOIS 60187 PHONE: 630-668-7197

CLIENT



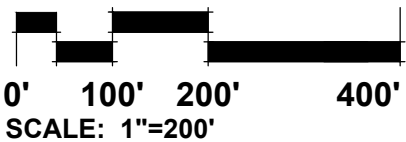
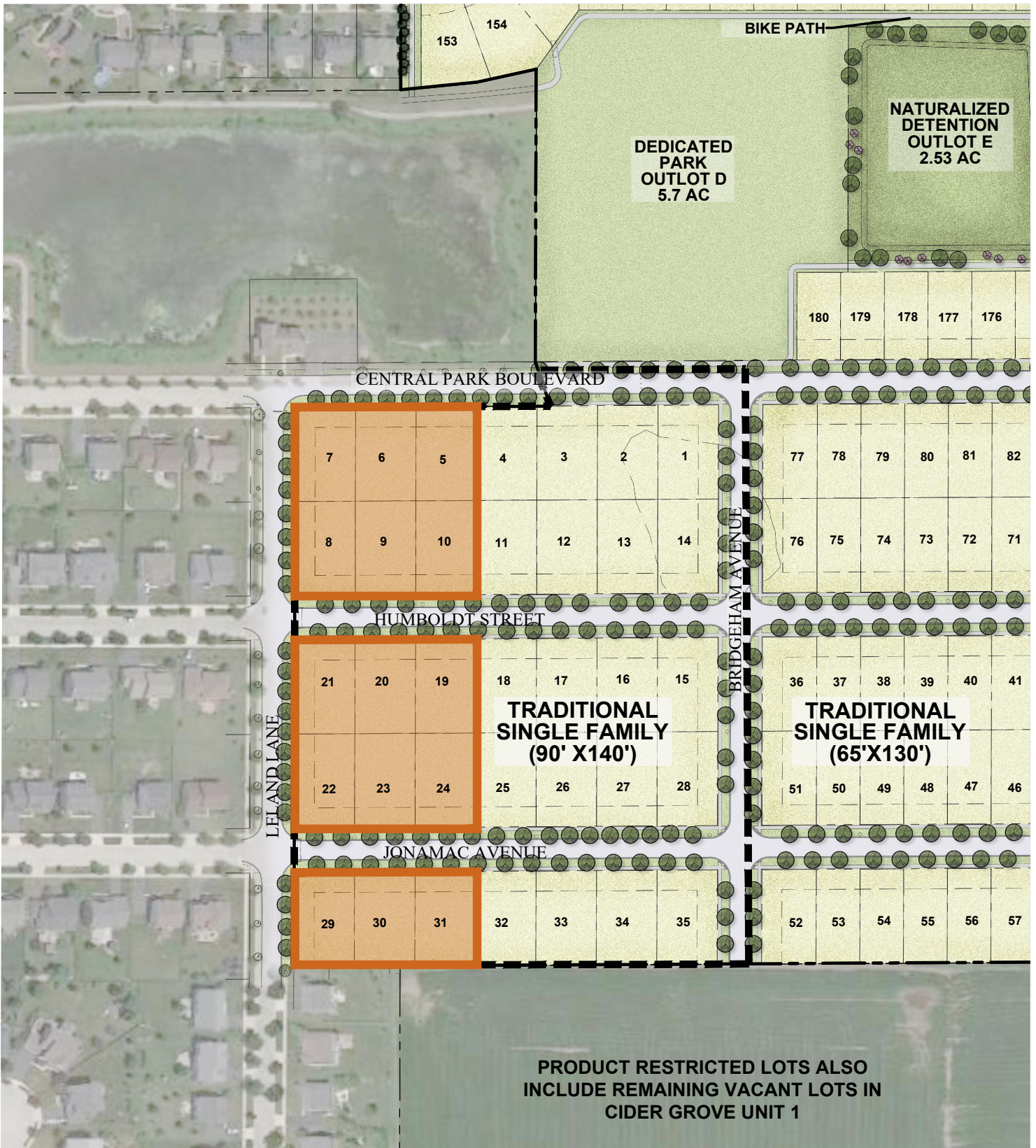
America's Court, Suite 500 750 E. BUNKER COURT, SUITE 500 VERNON HILLS, IL 60061 CIVIL ENGINEER CAGE CIVIL ENGINEERING 3110 WOODCREEK DRIVE DOWNERS GROVE, IL 60515

CIDER GROVE HUNTLEY, ILLINOIS LANDSCAPE SPECIFICATIONS

Rev. 1 3.22.2021 REVISIONS

DATE 1.10.2021 PROJECT NO. DR1952 DRAWING TRC CHECKED MGM SHEET NO.

811 Know what's below. Call before you dig. 4 OF 4



PRODUCT RESTRICTED LOTS:
No Ranch Plans or Plans less than 2,200 S.F.

PRODUCT RESTRICTED LOT EXHIBIT

CIDER GROVE

HUNTLEY, ILLINOIS

3/24/2021

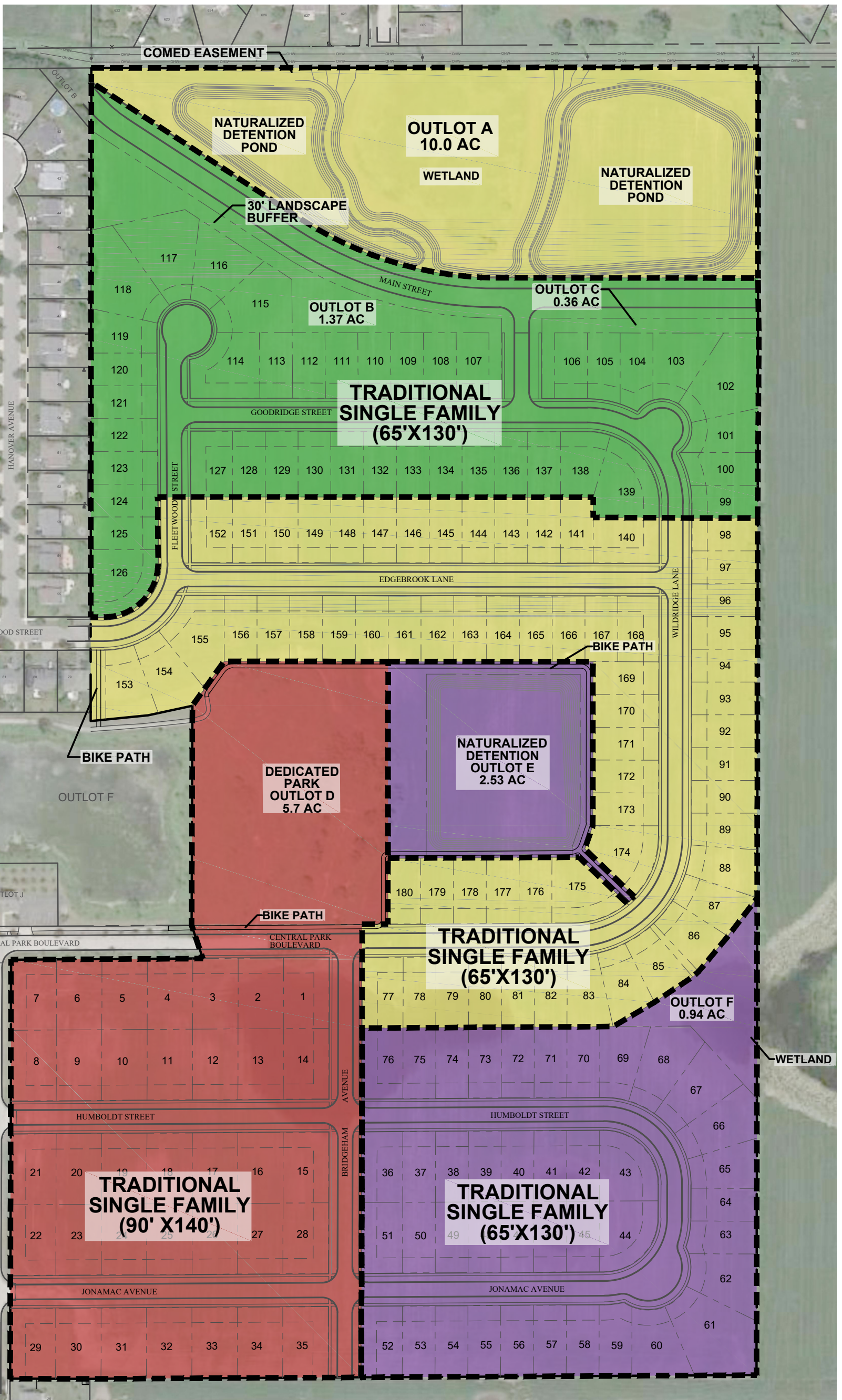


GARY R. WEBER
ASSOCIATES, INC.

LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-460-7197

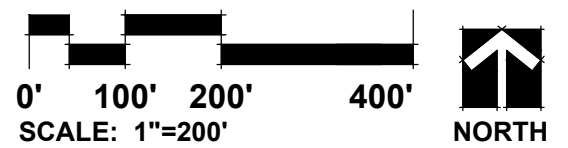
LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4



SITE DATA

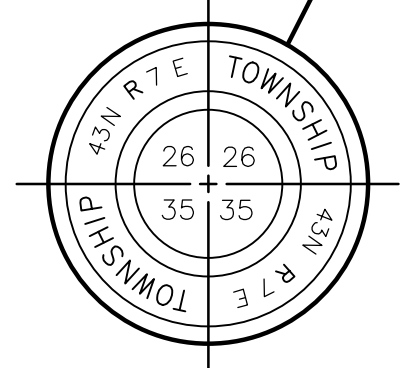
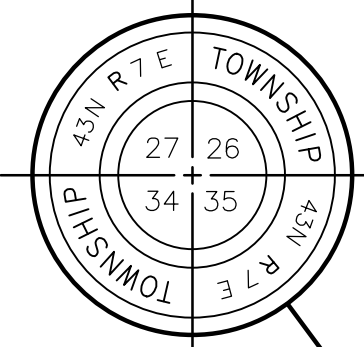
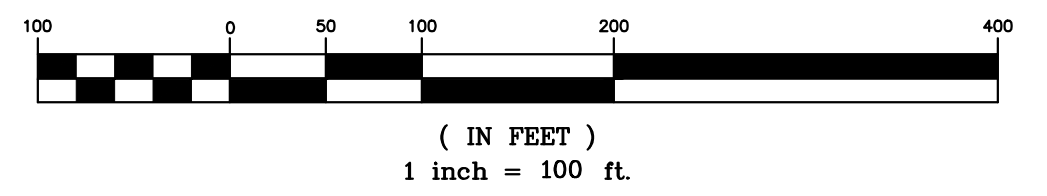
LAND USE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
TRADITIONAL SINGLE FAMILY (90' WIDE LOTS)	35	0	0	0	35
TRADITIONAL SINGLE FAMILY (65' WIDE LOTS)	0	41	63	41	145
TOTAL	35	41	63	41	180



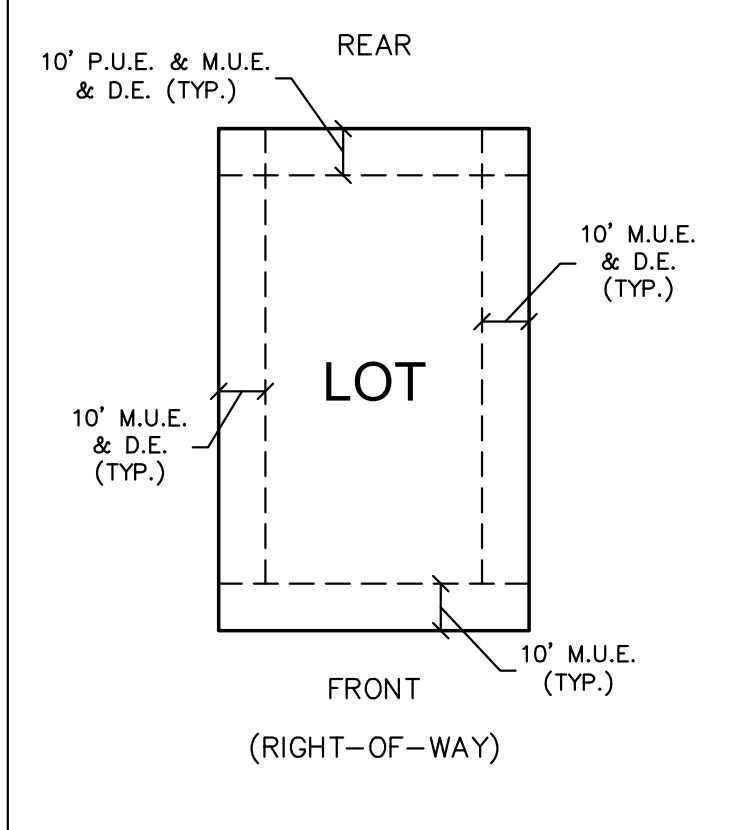
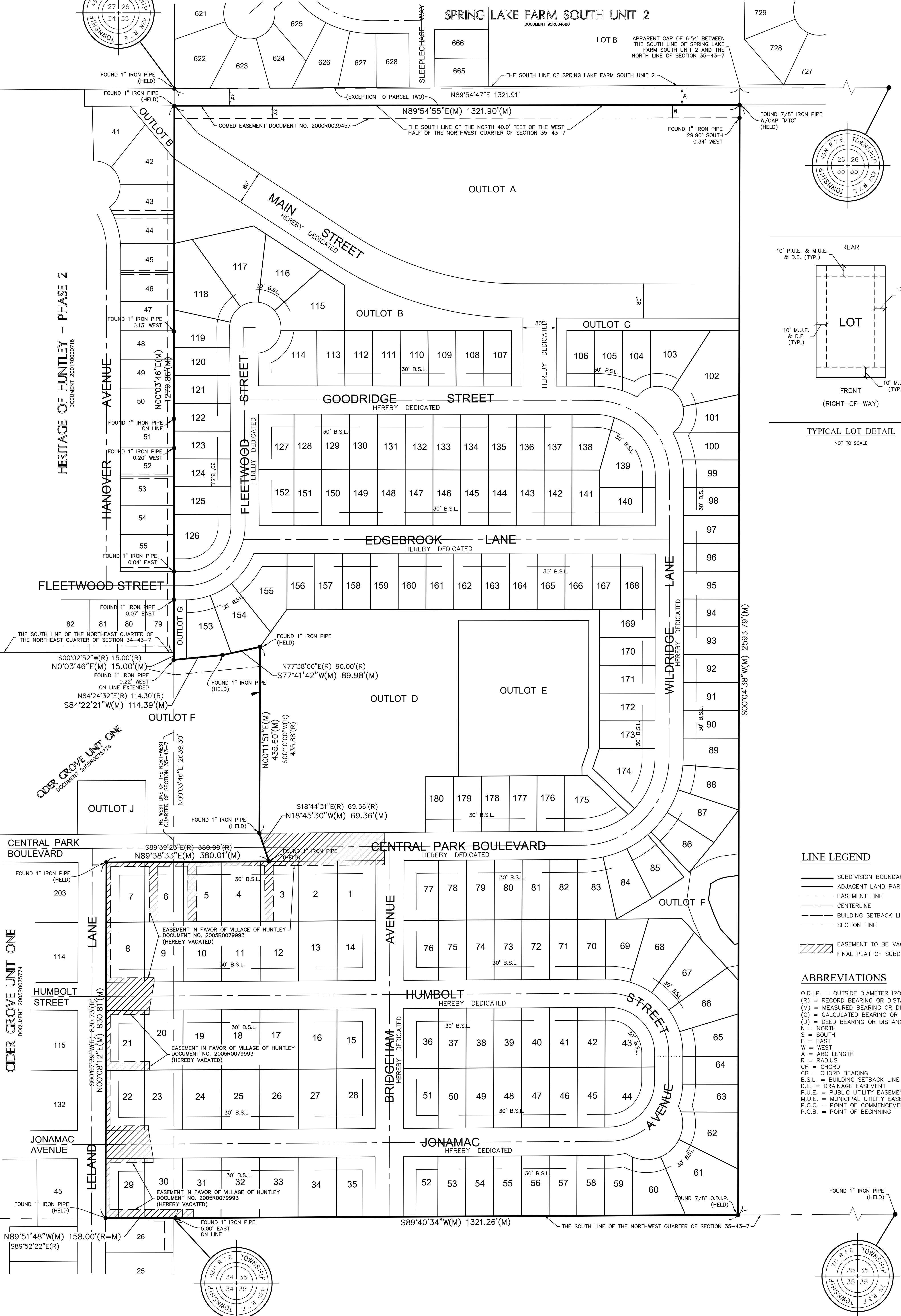
PRELIMINARY PLAT OF SUBDIVISION CIDER GROVE UNIT 2

BEING A SUBDIVISION OF PART OF SECTIONS 34 AND 35
IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

GRAPHIC SCALE



GRID NORTH



TYPICAL LOT DETAIL
NOT TO SCALE

LINE LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJACENT LAND PARCEL LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE
- EASEMENT TO BE VACATED WITH FINAL PLAT OF SUBDIVISION

ABBREVIATIONS

- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
- (R) = RECORD BEARING OR DISTANCE
- (M) = MEASURED BEARING OR DISTANCE
- (C) = CALCULATED BEARING OR DISTANCE
- (D) = DEED BEARING OR DISTANCE
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- A = ARC LENGTH
- R = RADIUS
- CH = CHORD
- CB = CHORD BEARING
- B.S.L. = BUILDING SETBACK LINE
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- M.U.E. = MUNICIPAL UTILITY EASEMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING

HERITAGE OF HUNTLEY - PHASE 2
DOCUMENT 2009R0000716

CIDER GROVE UNIT ONE
DOCUMENT 2009R0075774

CIDER GROVE UNIT ONE
DOCUMENT 2009R0075774

S00°04'38"W(M) 2593.79(M)

1 OF 4
SCALE: 1" = 100'
DATE: 12/18/20

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

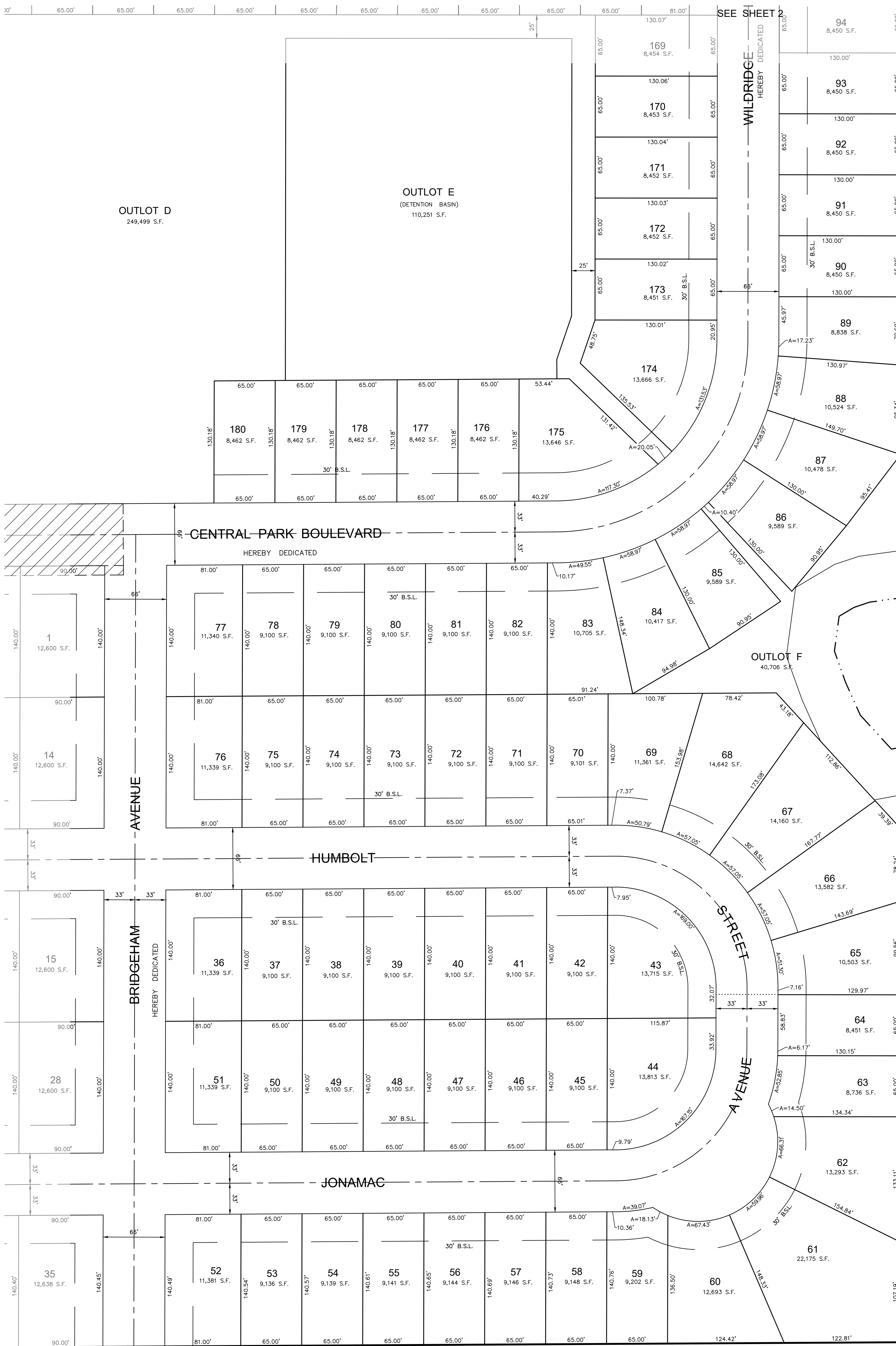
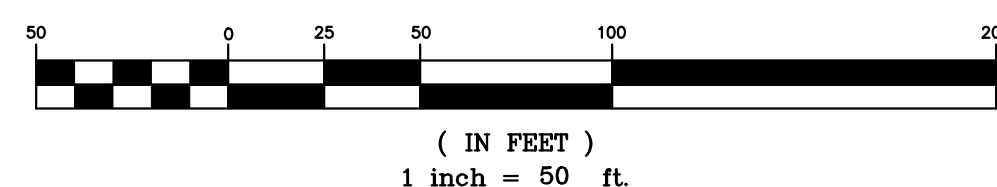
PROJECT: CIDER GROVE HUNTLEY, IL
CLIENT: CAGE CIVIL ENGINEERING
3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515

NO.	REVISIONS	DATE	BY
1	REVISED PER CLIENT COMMENTS	1/8/21	MRA
2	REVISED PER CLIENT COMMENTS	3/23/21	MRA

PRELIMINARY PLAT OF SUBDIVISION CIDER GROVE UNIT 2

BEING A SUBDIVISION OF PART OF SECTIONS 34 AND 35
IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS

GRAPHIC SCALE



SEE SHEET 4

SEE SHEET 2

3 OF 4

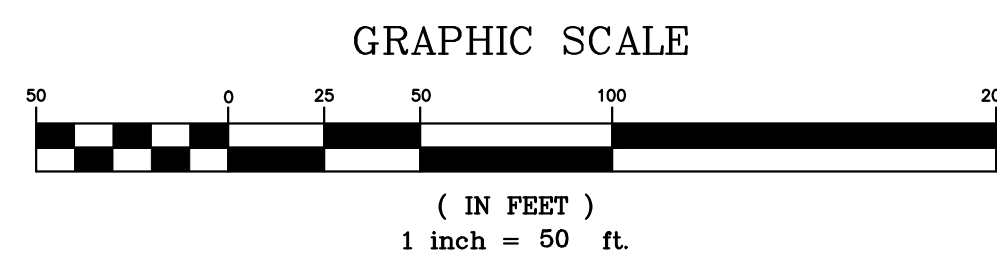
COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT	CIDER GROVE HUNTLEY, IL
CLIENT	CAGE CIVIL ENGINEERING 3110 WOODCREEK DRIVE DOWNERS GROVE, IL 60515

DATE:	12/18/20	PC N/A	DRAWN BY	MRA	CHECKED BY	DF	BOOK N/A	PG N/A
NO.		REVISIONS		DATE	BY			
1		REVISED PER CLIENT COMMENTS		1/8/21	MRA			
2		REVISED PER CLIENT COMMENTS		3/23/21	MRA			

PRELIMINARY PLAT OF SUBDIVISION CIDER GROVE UNIT 2

BEING A SUBDIVISION OF PART OF SECTIONS 34 AND 35
IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS



DOCUMENT 2005R0075774

CIDER GROVE UNIT ONE

SEE SHEET 3

PROJ. NO.: 20.0026-01

4 OF 4

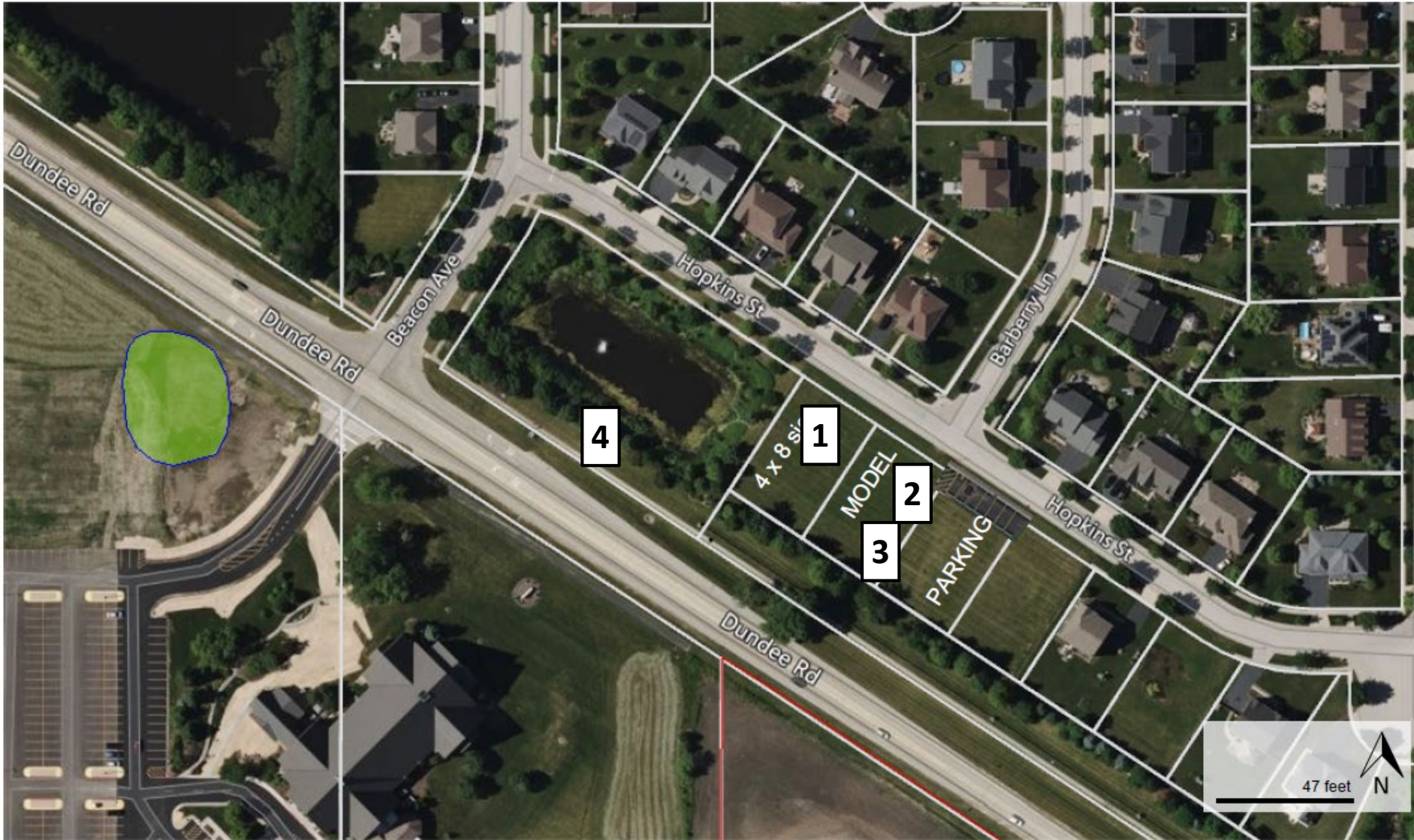
SCALE: 1" = 100'

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

PROJECT	CIDER GROVE HUNTLEY, IL
CLIENT	CAGE CIVIL ENGINEERING 3110 WOODCREEK DRIVE DOWNERS GROVE, IL 60515

DATE:	12/18/20	PC N/A	DRAWN BY	MRA	CHECKED BY	DF	BOOK N/A	PG N/A
NO.	REVISIONS		DATE	BY				
1	REVISED PER CLIENT COMMENTS		1/8/21	MRA				
2	REVISED PER CLIENT COMMENTS		3/23/21	MRA				

Cider Grove – Huntley Proposed Signage Plan



SIGN 1

1



Neighborhood Entrance Sign

SIGN 2

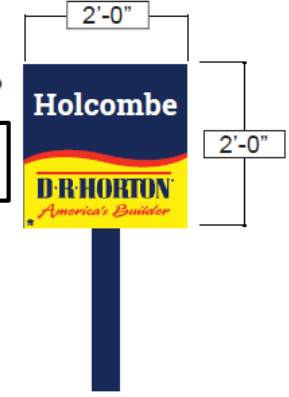
2



Sales Center Sign

SIGN 3

3



Model ID Sign

COLOR SCHEDULE

- WHITE
- PANTONE 281 C
- PANTONE 485 C
- PANTONE YELLOW C

SPECIFICATIONS

- QUANTITY: SEE DETAIL
- SUBSTRATE MATERIAL: (1) 5MM MAXMETAL
- GRAPHIC MATERIAL: (1) APPLIED VINYL TO MAXMETAL
- MOUNTING: 4"x4" POST W/ CONCRETE
- DIMENSIONS: SEE DETAIL

847.222.0505

CLIENT



CORPORATE:
750 E. BUNKER CT.
VERNON HILLS, IL 60061

LOCATION:
HIGHLAND WOODS

PROJECT

DATE: 01/05/2021
D.R. Horton Highland Woods 01052021.al
ACCOUNT REP: JD
DESIGNER: NP
DESIGN TIME: N/A
R1: 00/00/00
R2: 00/00/00
R3: 00/00/00
R4: 00/00/00
R5: 00/00/00

DESIGN STATUS:

REVISE & RESUBMIT

APPROVED AS NOTED

APPROVED

SIGN:

DATE:

MUNICIPALITY: TBD

PERMIT STATUS:

PRINT SIZE: 11"x17" 8.5"x11"

SACALE: N.T.S.

MAXMETAL

RENDERING

SHEET
1 OF 1

your image is our priority.

*The rendering depicts the approximate size and color. Final product may vary.
This is an original, unsubmitted drawing submitted in connection with a project we are pursuing for you. This is not to be copied, reproduced, exhibited or shown to anyone outside of your organization without the written permission of Signs Signs Signs, Inc. Artwork is exclusive property of Signs Signs Signs, Inc.

4 Temporary Community ID Sign



10' x 10' double face mdo plywood signs on wood posts w/Optional 1'-6" x 10' mdo plywood rider panel



- COMING SOON
- MODEL OPEN
- QUICK MOVE-IN HOMES
- NOW SELLING
- _____

Lot ID Sign



I Qty. of _____

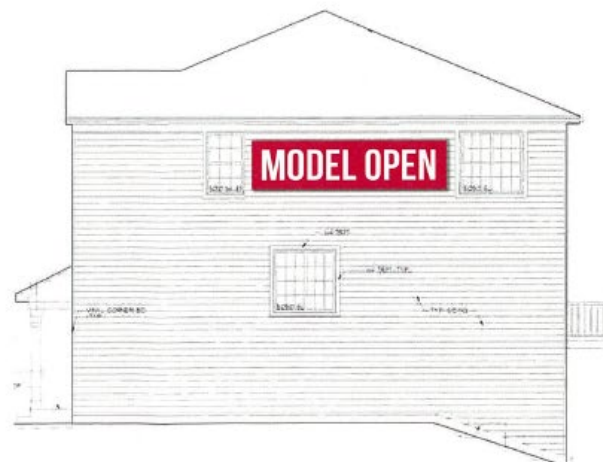
2'-0" high x 3'-0" wide single face aluminum signs & 4" high x 12" wide double face aluminum riders.

Model Banner

H Qty. of _____



' x ' single face "MODEL OPEN" banner on townhome

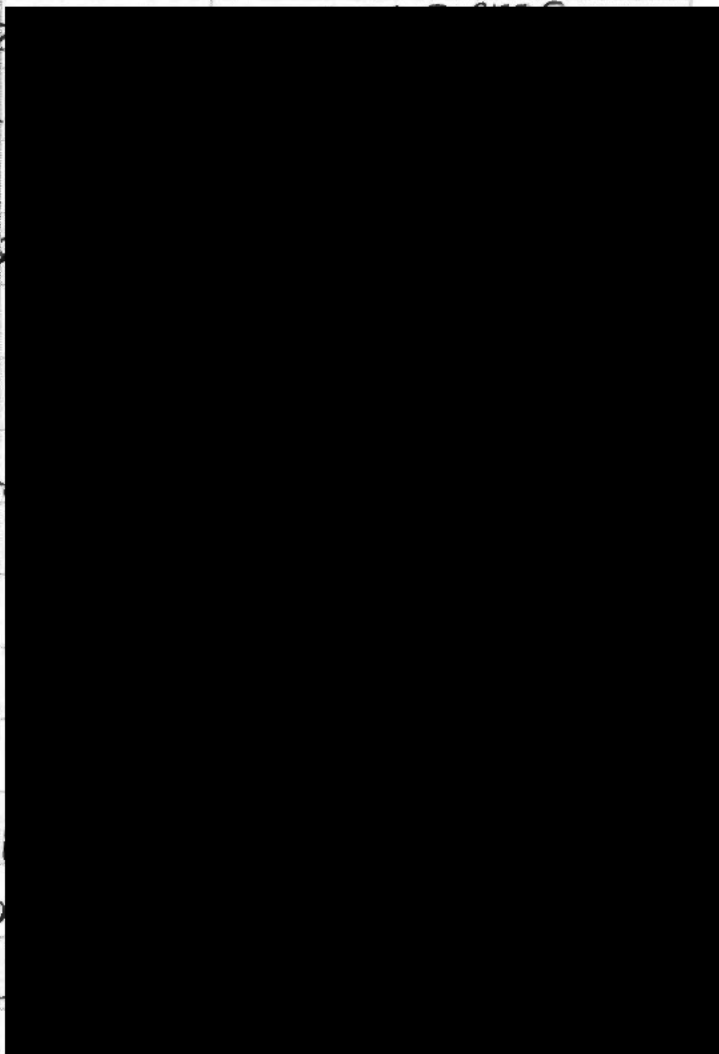


CIDER GROVE PHASE 2

April 7, 2021 6:00 pm - 8:00 pm

Cider Grove Clubhouse

	Name	Address	City	State	Zip	Phone Number	E-Mail Address
52	CHAD DIRKS	10224 HOPKINS	HUNTLEY	IL	60142		
53	Alexie Karavakis	10169 Central Park Blvd	Huntley	IL	60142		
54	Denise Helmeyer	10211 Humbolt St.	Huntley	IL	60142		
55	John Konieczny	11156 Hawover	HUNTLEY	IL	60142		
56	SCOTT MAY DENOTT	10129 FLEETWOOD	HUNTLEY	IL	60142		
57	Matt Cianciarulo	10268 Central Park Blvd	Huntley	IL	60142		
58	Amy Hogan	10258 Central Park	Huntley	IL	60142		
59	Virginia Tomczyk	11674 Barberey Ln	Huntley	IL	60142		
60	DALE SLADETT	10119 FLEETWOOD	HUNTLEY	IL	60142		
61	Kaita Newsome	11645 Leland Ln	Huntley	IL	60142		
62	Tom Downer	11676 Leland Ln	"	"	"		
63	Donna Gaus	10190 Humbolt St	Huntley	IL	60142		
64	Vito Bellantorno	11714 Leland Ln	Huntley	IL	60142		
65	Chris McGill	10329 Central Park Bl.	Huntley	IL	60142		
66							
67							
68							



NEIGHBOR MEETING SIGN-IN SHEET

CIDER GROVE PHASE 2

April 7, 2021 6:00 pm - 8:00 pm

Cider Grove Clubhouse

	Name	Address	City	State	Zip	Phone Number	E-Mail Address
1	Ken Fanella	10193 Jonamac Ave	Huntley	IL	60142		
2	Lawham Straws	11592 Beacon					
3	Tom & Rita Bramley	10289 Central Park	Huntley	IL	60142		
4	Brian Smrz	10211 Humboldt St.	Huntley	IL	60142		
5	John Wiszus	10138 Hanover	Huntley	IL	60142		
6	Laura Eckert	10252 Jonamac Ave	Huntley	IL	60142		
7	Lisa Prokusi	11185 Hanover Ave	Huntley	IL	60142		
8	Alessia Pizzo	10299 Central Park	Huntley	IL	60142		
9	Susan Pilkerton	11256 Hanover Ave	Huntley	IL	60142		
10	Jamieson Sarno	11593 Barbary Ln	Huntley	IL	60142		
11	Dan Veszkovic	10262 Jonamac Ave	Huntley	IL	60142		
12	Cindy Kline	11276 Hanover	Huntley	IL	60142		
13							
14							
15							
16							
17							



CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

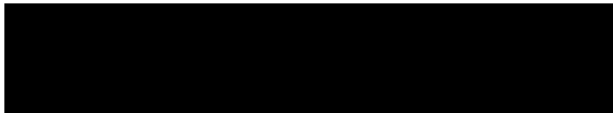
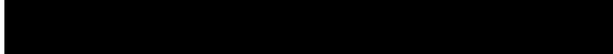
1. General Comments:

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

Yes

3. What amenities would you like to see on the Park Site?

Hockey Rink, Tennis Court

Name: *Alexie Karavakis*
Address: *10169 Central Park Blvd*
Huntley IL 60142
Email: 
Phone: 

CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

CONSTRUCTION TRAFFIC MINIMIZED
VIA DIFFERENT ACCESS THAN MAIN
ENTRANCE, LARGER HOMES UP
FRONT

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

YES

3. What amenities would you like to see on the Park Site?

SHELTER, PLAY GROUND, SPLASH, ETC.

Name: CHAD DIRKS

Address: 10224 HOPKINS

Email: 

Phone: 

CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

It is a HUGE issue that construction traffic be accessed off Huntley Rd., rather than having construction traffic going through the neighborhood!

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

NO - Would like Homeowner's Association turned over to Cider Grove (existing) immediately.

3. What amenities would you like to see on the Park Site?

Name: Ken Farella

Address: 10193 Jonamac Ave.
Huntley, IL 60142

Email: _____

Phone: _____

CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

- I truly appreciate the attempt to make construction road out of the existing subdivision
Release of the HOA to phase I residents

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

yes, as far as I'm concerned, it should be shared or turned over to the Cider Grove Phase 263

3. What amenities would you like to see on the Park Site?

basketball court, playground, picnic shelter, soccer field if possible

Name:

RITA BRAMLEY

Address:

10289 Central Park Blvd
Huntley IL

Email:

Phone:



CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

LOOKS GOOD. LIKE THE LAYOUT, AND
MIX OF HOUSING.

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

YES.

3. What amenities would you like to see on the Park Site?

KIDS' PLAY AREAS, TUES IS ALREADY FULL.

Name:

MICHAEL STELZNER

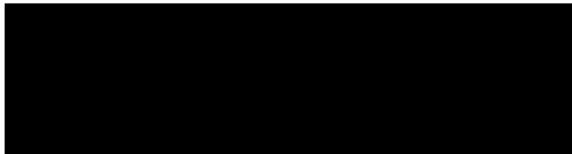
Address:

10139 FLEETWOOD ST.

HUNTLEY

Email:

Phone:



CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

Looking forward to have the subdivision completed

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

Definitely

3. What amenities would you like to see on the Park Site?

Splash pads
Sensory items

Name: Donna Gaus

Address: 10190 Humboldt St

Email: 

Phone: 

CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

CONCERN WITH CONSTRUCTION TRAFFIC COMING
DOWN OUR STREET - JOURNAL AVE

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

Yes, if they split HOA fee. OUR COSTS WERE FROM
ANNUAL \$250 TO \$500. I WOULD LIKE IT TO GO BACK TO \$250

3. What amenities would you like to see on the Park Site?

Playground, water park, Basketball
Sand volleyball

Name:

Laura Elbert

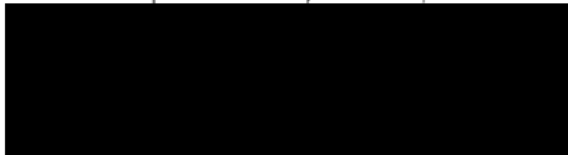
Address:

10252 JOURNAL AVE

HWY 14, IL 60142

Email:

Phone:



CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveinfo@drhorton.com

1. General Comments:

Happy to have houses built in the open land so
garbage won't be piling up in the corn fields.

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

If the future homeowners pay their share, they are welcome
to use the clubhouse.

3. What amenities would you like to see on the Park Site?

Dog park, picnic shelter

Name: Keith Newsome

Address: 11645 Leland Lane

Email: 

Phone: 

CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

yes

3. What amenities would you like to see on the Park Site?

inclusive park, for age ranges early childhood to teens Also for kids with special needs

Name: Lisa Prohaska

Address: 11185 Hanover Ave

Email: 

Phone: 

CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

Yes!

3. What amenities would you like to see on the Park Site?

Splash Pad. Covered picnic area. Baseball field.

Name: Chris McGill

Address: 10329 Central Park Blvd.
Huntley, IL 60142

Email: 

Phone: 

CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

SEE EMAIL SENT

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

yes - shared w/ existing costs stand alone 2 HOAS

3. What amenities would you like to see on the Park Site?

BASKETBALL / BASEBALL / SOCCER

PAVILLION + PARK ⇒ HANDICAP ACCESSIBLE

Name: ALISSA RIZZO

Address: 10299 CENTRAL PARK BLVD
HUNTLEY, IL 60149

Email: 

Phone: 

CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

Looks nice. would be nice to have a second entrance off of Huntley/Dundee Road-

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

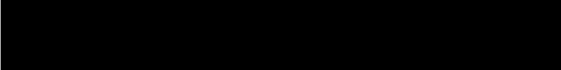
yes -

3. What amenities would you like to see on the Park Site?

walking paths bike paths, water feature,

Name: Seannine

Address: _____

Email: 

Phone: _____

CIDER GROVE PHASE 2 – NEIGHBORHOOD MEETING

April 7, 2021

COMMENT FORM

Please e-mail comments to: CiderGroveInfo@drhorton.com

1. General Comments:

2. Should the future homeowners in Cider Grove Phase 2 have access to the clubhouse facility and participate in the maintenance costs?

3. What amenities would you like to see on the Park Site?

Please make the park all-inclusive - Special needs kids should be considered. Make it for older elementary age kids along with younger kids. Do NOT make it like the Park in the Heritage subdivision

Name: Susan Pilkerton

Address: 11256 Hanover Ave
Huntley

Email: 

Phone: _____



CIDER GROVE PARK

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF COMMISSIONERS OF THE HUNTLEY PARK DISTRICT AS FOLLOWS:

WHEREAS, the President of the Board and the Board of Commissioners of the Huntley Park District ("Park District") have reviewed the concept design plan for the development of the Cider Grove Park prepared by Gary R. Weber Associates, Inc., dated May 14, 2021 ("Concept Plan"), which Concept Plan was submitted to the Park District and the Village of Huntley by D.R Horton, the developer of the Cider Grove Development ("Horton"), and

WHEREAS, Horton and the Park District have agreed that subject to the limitation set forth herein, the Park District will be allowed to have input and approval of the final design details of the Cider Grove Park, including the permanent name to be applied thereto, and

WHEREAS, the installation of the Cider Grove Park may exceed the cash portion of the developer donation ("Cash Donation") established by Village of Huntley ordinance and, if applicable, Horton will be responsible for the expenses to complete the development of the Cider Grove Park beyond the Cash Donation, provided that in no event shall the Park District's input of final design details cause the cost of installation to exceed the Cash Donation.

NOW THEREFORE, BE RESOLVED BY THE PRESIDENT AND BOARD OF COMMISSIONERS OF THE HUNTLEY PARK DISTRICT, representing all the residents of the Park District, hereby approve and authorize the installation of the 5.7 +/- acre park located in the Cider Grove Development in accordance a final park plan approved pursuant to a development agreement to be entered into between the Village of Huntley and D.R. Horton.

This resolution shall be in full force and effect from and immediately after its passage.

Adopted this 26th day of May 2021.

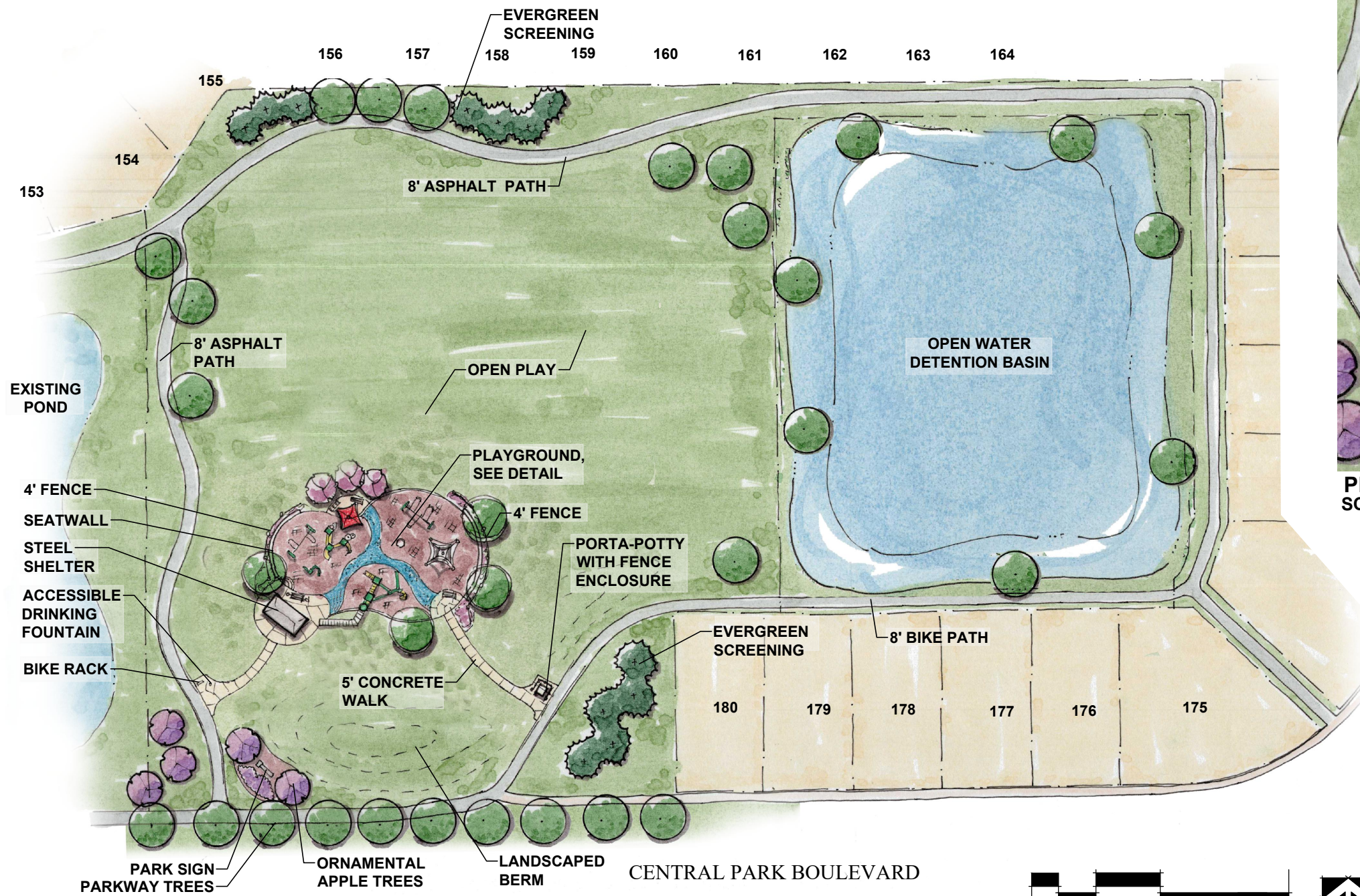
AYES: 5 NAYS: 0 ABSENT: 0

Jerry W. Nepermann
Jerry W. Nepermann, President, Board of Park Commissioners

Thomas E. Palmer
ATTEST: Thomas E. Palmer, Secretary to the Board of Park Commissioners

SEAL





CONCEPT PLAN

CIDER GROVE PARK
HUNTLEY, ILLINOIS

5/14/2021

D·R·HORTON
America's Builder



GARY R. WEBER
ASSOCIATES, INC.

LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A DEVELOPMENT AGREEMENT FOR A PHASED RESIDENTIAL DEVELOPMENT
(Cider Grove Residential Subdivision – Unit 2 and Lots 1-4 & 6 of Unit 1)**

Resolution (R)2021-06.xx

WHEREAS, S&E Investment, LLC-Series 7, an Illinois limited liability company (“*Owner*”) is the record owner of: (i) an approximately 79.5 acre tract of land generally located to the east of the Cider Grove Residential Subdivision Unit 1 within the Village, and (ii) five buildable single family lots in Cider Grove Residential Subdivision Unit One (collectively, the “*Property*”), which Property is further identified and legally described in Exhibit A to this Resolution; and

WHEREAS, D.R. Horton, Inc.-Midwest, a California corporation (“*Developer*”) is the contract purchaser and prospective developer of the Property; and

WHEREAS, the Property is subject to that certain “Annexation Agreement Re: Cosman Property” between the Village and the Owner’s predecessor in title to the Property, National Developers, Inc., dated January 27, 2005 (the “*Original Annexation Agreement*”); and

WHEREAS, in connection with Developer’s planned acquisition and development of the Property, the Village, Owner, and Developer desire to enter into a development agreement in substantially the form attached hereto as Exhibit A (the “*Development Agreement*”), which is intended to replace and supersede the Original Annexation Agreement as applied to the Property; and

WHEREAS, Owner has additionally requested that the Village approve a First Amendment to the Original Annexation Agreement (the “*Amendment*”) in order to terminate the Original Annexation Agreement as applied to the Property, subject to certain terms and conditions, and the Village Board has conducted a public hearing regarding the proposed Amendment consistent with the requirements of Division 11-15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents to approve and authorize the execution of the Development Agreement pursuant to the Village’s home rule powers and other applicable authority and subject to the terms and conditions set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION ONE: **Recitals.** The foregoing recitals are incorporated into this Resolution as if fully set forth in this section.

SECTION TWO: **Approval of Development Agreement.** The Development Agreement is hereby approved in substantially the form attached hereto as Exhibit A, subject to final review and approval of the form of the Development Agreement and its exhibits by the Village Manager in consultation with the Village Attorney and Village Engineer.

SECTION THREE: **Authorization to Execute.** Following: (i) Owner and Developer’s delivery to the Village of three executed originals of each of the Development Agreement and the Amendment, and (ii) written confirmation by the Village Manager that the Development Agreement is in proper form to execute, the Village President and the Village Clerk shall be, and are hereby, authorized to execute and attest the Development Agreement on behalf of the Village and thereafter to cause fully

executed originals of the Development Agreement to be recorded with the McHenry County Recorder of Deeds in accordance with the Development Agreement’s terms. Notwithstanding the foregoing, if the Development Agreement has not been executed by the Owner and Developer and recorded within 90 days after the passage of this Resolution, then this authorization shall be without force or effect.

SECTION FOUR: **Effective Date.** This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of June, 2021.

APPROVED:

ATTEST :

Village President

Village Clerk

Exhibit A

Development Agreement

**This instrument prepared for
and after recording return to:**

Village of Huntley
10987 Main Street
Huntley, IL 60142
Attn: Village Manager

This space reserved for Recorder's use.

DEVELOPMENT AGREEMENT
(Cider Grove Subdivision – Unit 2)

This Development Agreement (“*Agreement*”) is made on this ____ day of _____, 2021 by and among the **VILLAGE OF HUNTLEY**, an Illinois home rule municipality (the “*Village*”); **D.R. HORTON, INC.-MIDWEST**, a California corporation (“*Developer*”); and **S&E INVESTMENT, LCC-SERIES 7**, an Illinois limited liability company (“*Owner*”).

W I T N E S E T H:

WHEREAS, Owner is the record owner, and Developer is the contract purchaser and prospective developer of, an approximately 79.5 acre tract of land located within the Village, which land is legally described in Exhibit A to this Agreement (the “*Unit Two Land*”); and

WHEREAS, the Unit Two Land is part of a phased residential planned unit development commonly known as Cider Grove (the “*Cider Grove PUD*”), which was previously annexed to the Village pursuant to that certain Annexation Agreement dated January 27, 2005, between the Village of Huntley and National Developers, Inc. recorded in the office of the Recorder of Deeds of McHenry County, Illinois, as document no. 2005R0012683 (the “*Prior Annexation*”

Agreement”), and then zoned and granted PUD and subdivision approvals pursuant to Village Ordinance No. (O) 2005-01.08, dated January 27, 2005, and Village Ordinance No. (O) 2005-08.69, dated August 26, 2005 (collectively, the “*Original PUD Ordinance*”); and

WHEREAS, the first phase of the Cider Grove PUD was subsequently developed pursuant to the Original PUD Ordinance, but the contemplated development of the Unit Two Land has not proceeded, and no final plat of subdivision has been approved for the Unit Two Land; accordingly the Unit Two Land remains unsubdivided, vacant, and undeveloped; and

WHEREAS, Owner also is the current record owner of, and Developer is the contract purchaser of, five buildable single family lots in Cider Grove Unit One, which lots are legally described in Exhibit B hereto (the “*Unsold Unit One Lots*,” and collectively with the Unit Two Land, the “*Property*”), and the Property is depicted on Exhibit C hereto; and

WHEREAS, the Unsold Unit One Lots are subdivided and development ready, but they are currently undeveloped and have not been sold to a residential purchaser; and

WHEREAS, Developer now desires to purchase the Property, obtain approval by the Village of certain amended development entitlements, and thereafter: (i) develop the Unit Two Land as a residential subdivision containing a maximum of 180 single-family residential lots with a minimum lot size of 8,450 square feet and related common improvements, including stormwater management and detention facilities, public street and right-of-way improvements, parks, open space, and landscaping; and (ii) use and develop the Unsold Unit One Lots for model homes and related temporary parking and signage relating to the development and sale of residential lots on the Unit Two Land (collectively, the “*Proposed Development*”); and

WHEREAS, Owner and Developer have submitted an application to the Village for approval of an amendment to the Original PUD Ordinance as it applies to the Property, which

application requests approval of amended preliminary PUD plans for the Property, a preliminary plat of subdivision for the Unit Two Land, and other zoning relief as necessary for the Proposed Development (collectively, the “**Requested Relief**”); and

WHEREAS, in furtherance of its application for the Requested Relief, Developer has submitted to the following plans and information to the Village:

- (i) Preliminary Plat of Subdivision for Cider Grove Unit Two dated December 18, 2020 prepared by Compass Surveying, Ltd (with last revision date of March 23, 2021) (“**Preliminary Subdivision Plat**”);
- (ii) Preliminary Engineering Plans for Cider Grove Unit Two dated December 24, 2020 prepared by Cage Civil Engineering (with last revision date of March 22, 2021);
- (iii) Preliminary Landscape Plans for Cider Grove Unit Two dated January 10, 2021 prepared by Gary R. Weber Associates, Inc. (with last revision date of March 22, 2021);
- (iv) Architectural building elevations dated March 22, 2021 prepared by Premier Architecture, Inc. (with last revision date of March 22, 2021);
- (v) Preliminary Signage Plan dated January 5, 2021 prepared by Signs3, Inc. (with last revision date of January 13, 2021);
- (vi) Park Improvements Plans dated May 14, 2021 prepared by Gary R. Weber Associates, Inc. (with last revision date of May 14, 2021); and
- (vii) Phasing Exhibit dated March 23, 2021 prepared by Gary R. Weber Associates (with a last revision date of March 23, 2021);

(collectively the “**Plans**”), copies of which are attached hereto as group Exhibit D; and

WHEREAS, pursuant to notice duly given, the Village’s Plan Commission conducted a public hearing on April 26, 2021 regarding the Proposed Development and the Requested Relief, and the Plan Commission thereafter recommended that the Requested Relief be approved; and

WHEREAS, the Village, Owner, and Developer (collectively, the “*Parties*”) acknowledge that the Proposed Development and Requested Relief are not consistent with the requirements of the Prior Annexation Agreement, and Owner has therefore requested that the Village agree to amend the Prior Annexation Agreement in order to terminate its application to the Property, this Agreement being intended to replace the Prior Annexation Agreement; provided, however that both this Agreement and the proposed amendment to the Prior Annexation Agreement provide the Owner with certain rights of termination if Developer (or its assignee or nominee) does not acquire the Property within 12 months; and

WHEREAS, the Parties further acknowledge that, pursuant to notice duly published, the Village has conducted a public hearing regarding said proposed amendment to the Prior Annexation Agreement, and the approval and execution of this Agreement shall be conditioned upon the execution of such amendment between the Village and Owner; and

WHEREAS, subject to the foregoing, the Parties now desire to enter into this Agreement to address various matters relating to the completion of the Proposed Development;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

Recitals

1.1 The foregoing recitals are hereby incorporated into and made a part of this Agreement as if fully set forth.

ARTICLE II

Owner's Right of Termination

2.1 If Developer or a Successor Owner (as defined in Section 3.1 below) does not acquire title to the Property within 12 months after the Effective Date of this Agreement, and provided that no development work has commenced on the Property, then Owner, at its option, may terminate this Agreement in its entirety by delivering a written notice of termination to Developer and the Village. Unless the Village, Developer, or a Successor Owner, within ten days after receipt of Owner's termination notice, delivers a written notice to both other Parties that it is contesting the termination, then this Agreement shall become null, void, and of no further force or effect.

ARTICLE III

Zoning and Subdivision

3.1 Preliminary Approvals.

(a) In furtherance of Owner and Developer's application for the Requested Relief, immediately following the Village's approval of this Agreement, the Village President and Board of Trustees ("***Village Board***") shall consider approval of an ordinance in substantially the form attached hereto as Exhibit E ("***Amended PUD Ordinance***") amending the Original PUD Ordinance with respect to the Property, approving the Plans as preliminary PUD plans for the Property and for development thereon of the Proposed Development including up to 180 buildable lots with a minimum lot size of 8,450 square feet, approving the Preliminary Subdivision Plat for the Unit Two Land, and otherwise granting the Requested Relief. The Amended PUD Ordinance shall, by its terms: (i) become effective only upon the Developer's acquisition of title to the Property; and (ii) shall be null and void if Developer fails to acquire title to the Property and

thereafter deliver a copy of the recorded deed or other evidence of good title to the Village within 12 months after the Effective Date of this Agreement. The Plans, as so approved by the Amended PUD Ordinance, are sometimes herein referred to as the “*Approved Preliminary PUD Plans.*”

(b) This Agreement and the Amended PUD Ordinance shall run with the land and be binding on Owner and Developer and their respective successors and assigns. Upon acquisition of full fee simple title to the Property by Developer or a Successor Owner (as defined below), Developer or the Successor Owner, as applicable, shall succeed to and assume all rights and obligations of the Owner under this Agreement with respect to the Property acquired, and S&E Investment, LLC-Series 7 shall thereupon be released from all obligations of “Owner” hereunder with respect to such Property.

(c) The Parties acknowledge that Developer may assign its right to acquire fee simple title to the Property (or portions thereof) to one or more assignees or nominees of Developer, and, in that circumstance, each and every such assignee or nominee (each a “*Successor Owner*”) shall, upon taking title, succeed to and assume all rights and obligations of “Owner” and “Developer” under this Agreement with respect to the Property acquired.

(d) Developer shall cause each and every Successor Owner to execute and record, and Developer shall deliver to the Village together with the Successor Owner’s recorded deed, an Acknowledgment Agreement. Each Acknowledgment Agreement shall be in a form acceptable to the Village and provide that the Successor Owner acknowledges: the execution and recordation of this Agreement; the approval and recordation of the Amended PUD Ordinance; that the Successor Owner is acquiring title to the Property as the assignee of Developer under both this agreement and the Amended PUD Ordinance; and that the Successor Owner will succeed to all

rights and obligations of “Owner” and “Developer” under this Agreement and the Amended PUD Ordinance as to the Property acquired.

(e) The Parties acknowledge that Developer may also, without conveying fee simple title to the Property: (i) assign its right to develop the Property, or portions thereof, to one or more third-party assignees (each a “*Successor Developer*”); and/or (ii) assign its rights to perform the horizontal development of the Property (i.e., subdivision and the installation of streets, utilities, and other horizontal improvements) to a third-party co-developer while retaining the right to itself perform the vertical development of the Property (a “*Co-Developer*”). In the event of any such assignment, the Successor Developer or Co-Developer shall be required to complete all relevant development work in conformity with this Agreement, and Developer (or a Successor Owner, as applicable) shall remain fully responsible and liable for all of the obligations of Owner and Developer under this Agreement.

3.2 Final Approvals. Prior to development of the Property (except as otherwise provided herein, including the provisions of Sections 3.3 and 4.1 relating to phased development), Owner or Developer shall prepare and submit to the Village an application for review and approval of final PUD plans for the Proposed Development (the “*Final Plans*”) and a final plat of subdivision for the Unit 2 Land (the “*Final Subdivision Plat*”), in each case consistent with the Approved Preliminary PUD Plans. The Village’s staff and consultants shall promptly (and in any event within ten (10) business days after receipt of a complete application) administratively review and provide comments to the Developer as to whether the proposed Final Plans and Final Subdivision Plat are in substantial conformity with this Agreement, the Approved Preliminary PUD Plans, and the Amended PUD Ordinance. If the Village’s administrative review identifies any apparent non-conformity requiring correction, then Village staff shall provide the Developer

with a written response containing sufficiently detailed comments to enable the Developer to revise its submission. Following the administrative review process (including resolution of all staff and consultant comments), staff shall present the application for review by the Village Plan Commission and Village Board in accordance with the procedural requirements of the Village's Zoning Code and Subdivision Regulations and other applicable requirements of law, including without limitation Section 156.070(3) of the Zoning Code regarding final PUD review and Section 155.221 of the Subdivision Regulations regarding final plat review. The Village shall cause public meetings and hearings to be held regarding the application as may be necessary pursuant to law, and the Village Board shall thereafter consider adoption of an ordinance approving Final Plans and the Final Subdivision Plat (the "***Final PUD Ordinance***"). If Developer (or a Successor Owner) has not acquired title to the Property prior to approval of the Final PUD Ordinance, then the Final PUD Ordinance shall, by its terms: (i) become effective only upon the Developer's (or Successor Owner's) acquisition of title to the Property; and (ii) shall be null and void if Developer (or a Successor Owner) fails to acquire title to the Property and thereafter deliver a copy of the recorded deed or other evidence of good title to the Village within 12 months after the Effective Date of this Agreement. After the effective date of the Final PUD Ordinance, full execution and certification of the Final Subdivision Plat, and satisfaction by Owner or Developer of all preconditions to recordation in accordance with this Agreement and the Final PUD Ordinance, the Village shall promptly cause the Final PUD Ordinance and Final Subdivision Plat to be recorded with the McHenry County Recorder of Deeds at Owner or Developer's expense.

3.3 To the extent that Owner or Developer elects to proceed with the Proposed Development in phases as depicted on the Approved Preliminary PUD Plans, then Owner or Developer may separately apply to the Village for review and approval of Final Plans and Final

Subdivision Plats for each phase of the Proposed Development. In that case, the terms “Final Plans,” “Final Subdivision Plat,” and “Final PUD Ordinance” as used herein shall be deemed to refer, respectively, to all approved final plans and final subdivision plats for phases of the Proposed Development and all ordinances approving the same.

3.4 The Final PUD Ordinance shall create a permanent zoning classification for the Unit Two Land unless and until amended in the manner provided by law. Following its effective date, the Final PUD Ordinance shall not lapse or expire at any time or upon the occurrence of any event or the failure of any event to occur.

3.5 Except as otherwise expressly provided in the Final PUD Ordinance, Owner or Developer shall develop, use, and maintain the Property in compliance with all applicable requirements of law, including without limitation the Village’s Zoning Code and Subdivision Regulations and the Village’s Sign Regulations unless specific relief is requested therefrom by the Owner or Developer (or their respective successors and assigns) and is subsequently approved by the Village. The parties agree that Owner or Developer may seek further relief from the Village under its Subdivision Regulations, Zoning Code, and other codes and ordinances, including without limitation special use permits, variations, planned development approvals, and zoning map or text amendments. The Village agrees to give all such requests for relief prompt consideration but does not guarantee the approval thereof.

ARTICLE IV

Phasing and Development

4.1 Phasing.

(a) The Village acknowledges and agrees that Owner or Developer may present Final Plans and Final Subdivision Plats for the Property in up to four phases as more specifically

shown on the Plans, and particularly the “Phasing Exhibit,” set forth in Exhibit D. The Village shall review and approve the plans and plat for each such phase in accordance with the Village's development review process, and subject to this Agreement and all applicable ordinances, codes, and regulations.

(b) Owner or Developer may develop the Property and install or construct improvements for the Proposed Development in phases as stated above, subject to the approval of Final Plans and Final Subdivision Plats for each such phase. Unless expressly set forth in this Agreement, nothing shall prevent or limit the Owner or Developer from developing more than one phase of the Proposed Development at a time.

4.2 Plat Modifications. In preparing Final Plans and Final Subdivision Plats for the Proposed Development, the Owner or Developer may, with approval of the Village, modify the general design and layout of lots, streets, rights-of-way, and improvements depicted in the Approved Preliminary PUD Plans as may be necessary in order to facilitate effective, efficient, and economical development; provided, however that: (i) all Final Plans and Final Subdivision Plats shall be in accordance with the Village's Subdivision Regulations and the Zoning Code requirements for the zoning district in which the Property is located (subject to any variations or other relief that may be approved by the Village), (ii) no such modifications shall authorize the Owner or Developer to develop more than 180 detached single-family dwellings on the Unit Two Land or to increase the number of buildable lots within Cider Grove Unit One, (iii) any reductions in the amount of open space as depicted on the Preliminary Plat must be approved by the Village Board, and (iv) if any proposed modifications are substantially different from the approved Plans or require approval of additional variations or other zoning relief, then the modifications or additional zoning relief shall be subject to public notice and hearing in the manner required by

law, including Section 156.070(3)(b) of the Village's Zoning Code, prior to Board approval. The Village agrees to give all requests for material modifications to the Approved Preliminary PUD Plans or for additional variations or zoning relief prompt consideration but does not guarantee the approval thereof.

4.3 Frontage Trees. The parties agree that Owner or Developer shall install street frontage trees and landscaping in the public parkway in accordance with the approved Final Plans, and all such trees shall be installed during the periods of April 15 through May 15 and September 15 through October 15 in any year (the "**Planting Periods**"). Required frontage trees shall be installed on a lot-by-lot basis as part of each residential building permit, and prior to the issuance of a certificate of occupancy for any building on the affected lot; provided, however, that if any building qualifies for a certificate of occupancy but for the installation of required frontage trees at a time outside the Planting Periods, the Village shall issue a temporary certificate of occupancy for each such building upon Owner or Developer posting adequate security with the Village (which security may be part of the security for the overall development of the Property) to assure the installation of such trees during the next Planting Period (or as soon thereafter as weather permits) and upon completion of subgrading the area. Unless otherwise approved by the Village's forestry consultant, frontage trees and landscaping shall be selected from the species listed in the Final Plans. Owner or Developer shall keep in place a maintenance guarantee for all frontage trees and landscaping for a period of three (3) years from the time of acceptance by the Village in an amount to be approved by the Village's designated forestry consultant.

4.4 Early Start Mass Grading. At any time after the effective date of the Amended PUD Ordinance but prior to approval of the Final PUD Ordinance, Owner or Developer may proceed, at Owner or Developer's sole risk and in accordance with all applicable Village ordinances and

other requirements of law, to undertake excavation and/or mass grading of the Property, installation of erosion and sedimentation control measures, construction of stormwater retention and detention facilities, and activities such as filling, soil stock piling, and site grading, but only if the following conditions are met: (1) Owner or Developer has applied for and received grading and stormwater permits from the Village covering such activities; (2) Owner or Developer assumes all risk, agrees to defend and hold the Village harmless for such work, and agrees to modify any work if so required to satisfy the applicable Final Plans; (3) Owner or Developer posts and maintains a bond, letter of credit, or escrow deposit in a form and amount approved by the Village for the reasonable estimated costs of site restoration, including topsoil replacement; and (3) the Owner or Developer submits a sediment control plan and any required NPDES Phase II Notices of Intent and Stormwater Pollution Prevention Plans as to the affected portions of the Property for approval by the Village. As a precondition to obtaining Village grading and stormwater permits for such work, Owner or Developer shall submit plans containing sufficient information to demonstrate, to the satisfaction of the Village Engineer, that the work will be accomplished in accordance with good engineering practices and that the Owner or Developer shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved Final Plans for the Proposed Development or applicable phase thereof.

4.5 Temporary Facilities.

(a) After approval of the Final PUD Ordinance, Owner or Developer shall be permitted to construct one model home and temporary parking on one of the platted Unsold Unit One Lots, which shall be designated as the model and sales area for the Property (the “**Model Area**”). The Model Area may also include a temporary asphalted parking lot and temporary signage consistent with the approved Final Plans. Notwithstanding the foregoing, if approved as

part of the Final Plans, then Developer may construct model homes on more than one of the Unsold Unit One Lots (but in no event more than one such model home per platted lot) and alter the temporary facilities within the Model Area in accordance with such approved Final Plans. Additionally, Developer may construct not more than two additional model homes in each of the subsequent phases developed on the Unit Two Land in accordance with approved Final Plans for each such phase. All construction work and other activities within the Model Area (which shall be deemed to include the Unsold Unit One Lots, plus any other lots within the Unit Two Land that may be designated for model home construction on the Final Plans from time to time), including temporary facilities and sales activities, shall be subject to: (i) approval by the Village's Building Department and Huntley Fire Protection District of all construction plans, and (ii) Owner or Developer's application for and receipt of all necessary Village building, stormwater, and/or temporary use permits. Plans and specifications for each model home and other development and use of the Model Area shall be approved by the Final PUD Ordinance. In conjunction with the construction, use and maintenance of each model home, the Owner or Developer may erect and maintain temporary fencing (such temporary fencing shall be allowed in a right of way) not exceeding four (4) feet in height of such material and style as approved by the Village. For the avoidance of doubt, there shall be no limitation upon the number of unsold homes intended solely for single-family residential occupancy by individual residential purchasers, and not for use as model homes, sales facilities, or any other nonresidential purposed (commonly referred to as "spec homes") that the Owner or Developer may construct at any one time.

(b) Each model home shall be connected to electrical service and public sewer and water systems prior to issuance of a certificate of occupancy.

(c) The Village agrees that the Owner or Developer may use and maintain the Model Area for sales-related purposes in accordance with the terms of this Agreement until the development of the Unit Two Land is completed, whereafter each model home may be sold for single-family residential use and occupancy. Within 30 days after the earliest of: (i) sale of each model home to a residential purchaser; (ii) closing of the last sale of a buildable residential lot on the Unit Two Land to a residential purchaser; or (iii) Owner or Developer ceasing active use of the Model Area (or any portion thereof) for sales-related purposes, Owner or Developer shall remove from the Property the temporary parking lot, all temporary signage (including without limitation any model home signage, temporary flags, temporary directional signs, signs advertising lot sales or identifying sales facilities, and any other signs identified as temporary or sales-related signage on the Final Plans), and any and all other temporary or sales-related facilities and improvements.

4.6 Home Construction. The Owner or Developer will not be permitted to begin construction of any homes or other structures on the Unit Two Land without access to that home or structure via a street with a binder course of asphalt installed and the appropriate water source available for fire protection as determined by the Huntley Fire Protection District.

4.7 Temporary Sales Trailer and Construction Trailer. Prior to the availability of public improvements within any phase of the Proposed Development, the Owner or Developer may install or erect no more than one (1) temporary sales trailer within such phase in accordance with the approved Final Plans for that phase and subject to a temporary use permit from the Village. The use of the temporary sales trailer will be limited to the earlier of one year or the opening of a model home within the relevant phase of the Proposed Development. The Owner or Developer shall also be permitted to use and occupy (but not for residential purposes) construction related trailers on

each phase of the Proposed Development consistent with the Final Plans and all applicable requirements of law.

ARTICLE V

Signage

5.1 Following approval of the Final PUD Ordinance, Developer may erect signage (including flag poles and flags) in accordance with approved Final Plans and applicable requirements of law subject to applying for and obtaining Village sign permits. Temporary signage in the Model Area shall be used only to market Developer's development of the Unit Two Land and for no other development or off-site marketing purpose, and all such temporary signage shall be removed within the timeframe required by Section 4.5(c), above. Developer's signage may include, among other things, temporary model area directional signs in accordance with the Final Plans, but these signs shall not be permitted on the Huntley/Dundee Road frontage of the Property.

ARTICLE VI

Applicable Municipal Ordinances

6.1 In General. Except as otherwise provided in this Agreement, all applications for rezoning, subdivision, variations, special use permits, planned unit development approvals, building or site improvement permits, or other governmental approvals or relief shall be processed and subject to the ordinances of the Village generally in force at the time of said application.

6.2 Conflicts. Should the Owner or Developer seek to develop the Property during the term of this Agreement, the Owner or Developer shall, in addition to the aforesaid ordinances, comply with the requirements of this Agreement. In the event of any conflict with the aforesaid

ordinances and the terms of this Agreement, this Agreement shall control to the extent permitted by law.

ARTICLE VII

Building Code

7.1 In General. The Building Code of the Village, as the same may from time to time be amended and modified and enforced throughout the Village, shall apply to the Property, and all construction thereon shall be in conformance with said Code, provided, that any change in the Building Code of the Village adopted after the date of this Agreement shall not apply to: (a) the construction of any improvements for which a building permit was applied for or obtained prior to the date of adoption of any change; and (b) the construction of any improvements for which a building permit is applied for within one hundred eighty (180) days after the adoption of any change in the Building Code by the Village, unless the change relates to a life safety matter. The Village's Monotony Code, as it may be amended from time to time, shall apply to the Property. In addition to compliance with the then-applicable Monotony Code, the Owner or Developer will prohibit the installation of the same color siding on any two homes next to one another that front the same street. The Village shall notify Owner and Developer of any Building Code amendments within thirty (30) days of the adoption thereof, and Owner and Developer shall comply with all such applicable Building Code amendments as provided in this Section.

7.2 Development Exceptions. Notwithstanding anything to the contrary in the Building Code or other ordinances of the Village, the following standards, procedures, and requirements shall apply to the development of the Property:

(a) The Owner or Developer may, at its own risk, submit applications for building permits prior to the approval of the Final PUD Ordinance for the Proposed Development

or phase thereof; provided, however, that, except as otherwise expressly provided by this Agreement, no construction shall commence on any lot: (i) prior to approval of the Final PUD Ordinance and recordation of the Final Subdivision Plat for such lot; and (ii) unless and until the lot is accessible via at least a binder surface road approved by the Huntley Fire Protection District. In addition, no framing of a building shall be permitted unless and until such building has an available potable water source, having an operating permit from the IEPA, within 300 feet.

(b) Subject to Section 4.5, at any time after the effective date of the Amended PUD Ordinance and prior to approval of the Final PUD Ordinance, Owner or Developer may proceed, at Owner or Developer's sole risk and in accordance with the Approved Preliminary PUD Plans and all applicable Village ordinances and other requirements of law, to undertake construction of the initial model home on an Unsold Unit One Lot, but only if the following conditions are met: (1) Owner or Developer has applied for and received building permits from the Village covering such activities; (2) Owner or Developer assumes all risk, agrees to defend and hold the Village harmless for such work, and agrees to modify any work if so required to satisfy the applicable Final Plans; and (3) Owner or Developer posts and maintains a bond, letter of credit, or escrow deposit in a form and amount approved by the Village for the reasonable estimated costs of site restoration. As a precondition to obtaining Village building permits for such work, Owner or Developer shall submit plans containing sufficient information to demonstrate, to the satisfaction of the Village Engineer, that the work will be accomplished in accordance with good engineering practices and that the Owner or Developer shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved Final Plans.

7.3 Building Permit Plans. At any time after approval of the Final PUD Ordinance, Owner or Developer shall have the right to submit for Village review and approval master building

blueprints or plans for each model of home approved to be constructed on the Property pursuant to the Final Plans. Following the approval of any master building blueprints or building plans, no further submission or approval of building blueprints or building plans will be required for the issuance of a building permit for the construction of any home that conforms to an approved master building blueprint or building plan, unless the building permit application reflects deviations from the approved master building blueprint or building plan.

7.4 Building Elevations. All buildings within the Proposed Development shall substantially conform to the building elevations included in the approved Final Plans. Minor modifications to the approved building elevations may be authorized and approved by the Village Manager or their designee without the necessity of further amending this Agreement or the Final PUD Ordinance, provided that such modifications are in the spirit of, complement, and do not change the character of the building elevations approved by the Final PUD Ordinance. As used herein, the term “Minor Modification” means any modification which (i) adds an architectural feature, (ii) substitutes one architectural feature, and (ii) does not materially change the architectural or aesthetic character or the square footage of the building. Approval of minor modifications that meet the standards of this section will not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII

Project Improvements; Engineering Plans

8.1 In General. All of the improvements and facilities that are required or authorized to be made, constructed, or installed in connection with the subdivision and development of the Property and Proposed Development as provided in this Agreement and the Final PUD Ordinance (the “*Project Improvements*”) shall be constructed, installed, or placed into service by Owner or

Developer at Owner or Developer's sole cost and expense and in accordance with this Agreement, the Final PUD Ordinance, and the approved Final Plans. The Project Improvements shall include all such improvements that are to be dedicated to the Village or such other public bodies or agencies as may be provided by this Agreement or otherwise approved by the Village, and which shall be more specifically depicted on the Approved Preliminary PUD Plans and the approved Final Plans as being dedicated to the public (the "**Public Improvements**"). All Project Improvements that are not Public Improvements, including without limitation all privately owned infrastructure, outlots, common areas and open space, recreational facilities, common amenities, homes, buildings, and structures on the Property or related to the Proposed Development, shall be referred to herein as the "**Private Improvements**."

8.2 Modifications to Final Plans. After approval of the Final PUD Ordinance, engineering plans and specifications for the Project Improvements as set forth in the Final Plans may be subject to minor modifications to address site conditions and regulatory compliance or to resolve other minor engineering layout and design problems without amendment to this Agreement or the Final PUD Ordinance; provided, however, that each such modification shall receive the written approval of the Village Engineer. All Final Plans, and any minor modifications thereto, shall comply with all applicable ordinances, codes, and standards in effect at the time of their approval, as the same may from time-to-time be amended and modified.

ARTICLE IX

On-Site/ Off-Site Public Improvements

9.1 Developer shall, at its sole cost and expense, construct, install, and thereafter dedicate to the Village or other appropriate public body or agency in the manner provided by this Agreement and applicable law all Public Improvements. The Public Improvements shall be

constructed in conformity with the approved Final Plans, subject to such minor modifications as may be approved pursuant to the terms of this Agreement and the Final PUD Ordinance. Except as provided in this Agreement, Owner or Developer shall otherwise not be required to install or construct, or to contribute financially to the installation or construction of any public or private right-of-way improvements and related infrastructure (including, but not limited to frontage roads or other rights-of-way) that are not depicted on the Final Plans, whether such other improvements are within or off-site of the Property.

ARTICLE X

Other Public and Private Improvements

10.1 Engineering Conformance. Owner or Developer shall, at its sole cost and expense, construct all Project Improvements required for the Proposed Development in accordance with this Agreement, the Final PUD Ordinance, and the approved Final Plans.

10.2 Sanitary Sewers. The Owner or Developer shall cause the Proposed Development to be connected to and served by the Village's public sanitary sewer system. Owner or Developer shall, at its sole cost and expense and subject to obtaining all required permits and approvals, construct such sanitary sewer system extensions and improvements as are necessary to serve the Proposed Development in accordance with the Final Plans. The Village acknowledges that it currently has sufficient sewer capacity through its East Sewer Treatment Plant (ESTP) to serve the Proposed Development. Owner will pay to the Village the standard sanitary sewer connection fee as established by ordinance from time to time as a precondition to issuance of any building permit for a dwelling unit or any other structural improvement requiring a sewer connection. Such fee shall be in the amount that is in effect at the time the building permit request is made for each individual home or structure. No sanitary sewer construction will be permitted until Owner or

Developer has obtained all required permits, including all required IEPA permits. The Village agrees to promptly execute the Developer's application to the IEPA for sanitary sewer permits for each phase of the Proposed Development at the time that the Developer otherwise submits to the Village its application for Final Plans and Final Subdivision Plat for each such phase.

10.3 Water System.

(a) The Owner or Developer shall cause the Proposed Development to be connected to and served by the Village's public potable water system. Owner or Developer shall, at its sole cost and expense and subject to obtaining all required permits and approvals, construct such water system extensions and improvements as are necessary to serve the Proposed Development in accordance with the Final Plans. The Village acknowledges that sufficient capacity currently exists in the existing Village water system to serve the Proposed Development. The Village agrees to promptly execute the Developer's application to the IEPA for water main permits for each phase of the Proposed Development at the time that the Developer otherwise submits to the Village its application for Final Plans and Final Subdivision Plat for each such phase.

(b) Subject to compliance with all applicable ordinances, codes, standards, and requirements as set forth in the Agreement (including without limitation the payment of the then-applicable water system connection fees established by Village ordinance), the Village acknowledges and agrees that the Owner or Developer shall have the right to connect the Proposed Development to the Village water system and to receive service therefrom. Owner shall pay all standard water connection or tap-on fees, which fees will be in the amount that is in effect at the time of the building permit request is made for each individual home or other structure requiring a water connection.

10.4 Storm Water Drainage, Detention and Management. All construction activities and work on the Property, whether for the initial development of the Proposed Development or any future change or alteration thereto (including without limitation any change or alteration to any existing use, structure, or stormwater drainage, detention, and management facilities) shall be undertaken in accordance with all applicable laws, administrative regulations, and ordinances relating to stormwater management and drainage, whether originating with the U.S. Army Corp. of Engineers, State of Illinois, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, the County of McHenry, or the Village. The application of the foregoing standards shall be cumulative, it being the intent that those standards or portions thereof, which are most restrictive shall apply.

10.5 Road Improvements.

(a) Owner or Developer shall construct all road and right-of-way Project Improvements (including parkway trees and landscaping) as shown on, and in accordance with, the Final Plans and thereafter dedicate such improvements to the Village in the manner provided by this Agreement and the Village's Subdivision Regulations. Road improvements may be constructed on a phase-by-phase basis. Owner or Developer may initially surface roads with a binder course of asphalt and shall complete final road surfacing within each phase after all site infrastructure improvements within that phase of the Proposed Development are completed. The Village shall not undertake final inspection, approval, and acceptance of the road and right-of-way dedications as to any phase of the Proposed Development until the final surfacing of the roads within that phase is completed; it being understood that the installation of frontage trees may be delayed and installed as part of the building permit for each Lot as set forth in Section 4.3.

(b) The Parties acknowledge that Prior Annexation Agreement contained a requirement for the extension of East Main Street through the Property and to the eastern boundary of the Property within the “Main Street” corridor depicted on the Plans (the “*Main Street Extension*”). In lieu of constructing the Main Street Extension, Owner or Developer shall: (i) dedicate, at no cost, to the Village a right-of-way corridor for the Main Street Extension; and (ii) pay to the Village a sum equal to the mutually agreed upon estimated costs of completing the Main Street Extension in accordance with all then-applicable Village standards and requirements for roadway construction. Such payment amount shall be based on the estimated cost of completing the Main Street Extension at the time the payment is made. Owner or Developer shall make such payment prior to recordation of a Final Subdivision Plat for the land identified as “Phase 4” of the Proposed Development as depicted on the Approved Preliminary PUD Plans, and said Final Subdivision Plat shall reflect dedication of the right-of-way extension corridor to the Village. Until the Village begins construction of the Main Street Extension, Owner or Developer or the Unit 2 HOA (once established; as defined below) shall be responsible, at its expense, to mow and otherwise maintain the dedicated right-of-way for the future Main Street Extension.

(c) Owner or Developer shall provide for, install, and maintain (or maintain through the Unit 2 HOA once established) a minimum 30-foot wide landscaped buffer with an earthen berm between the southern right-of-way line of the Main Street Extension corridor and the lot lines of any adjacent residential lot. Detailed plans for the buffer, landscaping, and berm shall be included with Owner or Developer’s application for final PUD plan approvals and shall be included in the approved Final Plans (the Parties acknowledge that, if the Proposed Development is undertaken in phases, such improvements are currently anticipated to be included in the Final Plans for Phase 4). The berm and buffer landscaping shall be a private common improvement that

must be installed prior to issuance of any certificate of occupancy for any home on the lots depicted as “Phase 4” of the Proposed Development on the Approved Preliminary PUD Plans, and thereafter maintained by the Unit 2 HOA. The Developer shall not be required to install fencing along the south right-of-way boundary of the Main Street Extension or at the rear property line of homes abutting the landscaped buffer.

(d) Owner or Developer shall disclose in writing as part of any sales contract with prospective purchasers of individual residential lots or homes within the area depicted on the Approved Preliminary PUD Plans as Phase 4 of the Proposed Development, and via the Unit 2 CCRs (as hereinafter defined), the possibility that Main Street will be extended along the northern boundary of Phase 4.

10.6 Utility Easements and Installation.

(a) As shown on the Final Plat of Subdivision for Reserve at Heritage recorded on _____, 20__ as Document No. _____, and for Cider Grove Unit No. 1 recorded on _____, 20__ as Document No. _____, and in the final engineering plans approved in connection with said plats, there are various public utility easements granted to the Village. The Village hereby consents to the Owner or Developer’s placement within said Village-held easements of public utilities required to serve the Proposed Development, subject to compliance with the approved Final Plans and all applicable permitting, engineering review, and inspection requirements.

(b) The Owner or Developer shall grant other easements and rights-of-way upon the Property as necessary and appropriate for all Public Improvements and utilities serving the Proposed Development, including cable television, telecommunications, data, video, and private utility cabling. The Village agrees to use its best efforts to assist the Owner or Developer

in obtaining all easements and licenses as may be necessary or convenient to install, construct, repair, replace, and maintain any of the public and utility improvements required pursuant to this Agreement or the Final Plans. If requested by the Owner or Developer and authorized by the Village Board, the Village shall exercise its powers of eminent domain as necessary to assist Owner or Developer in obtaining all easements that the Village and Owner or Developer may reasonably agree are necessary for the installation of any sanitary sewer, water, stormwater detention, retention, or management facilities, or other utilities required pursuant to this Agreement; provided, however, that Owner or Developer shall first execute an agreement to pay or reimburse all costs incurred by the Village in connection with any such eminent domain proceeding undertaken at Owner or Developer's request, including without limitation attorneys' fees incurred by the Village, any award of other parties' attorneys' fees and/or costs that may be imposed upon the Village by court order, title charges, appraisals, survey costs, deposition costs, witness fees, litigation expenses, and judgments including damages.

10.7 Government Approvals. The Village agrees to use its best efforts to assist the Owner or Developer in obtaining such permits, licenses, and approvals as may be required from time-to-time under any and all County, State, and Federal laws and regulations (including without limitation the Illinois Environmental Protection Act) for the purpose of permitting the Proposed Development on the Property.

10.8 Performance Security. Not to be confused with a compliance bond, but to guarantee the installation of Public Improvements in accordance with this Agreement and the Final Plans, and in lieu of any security otherwise required by the codes or ordinances of the Village, the Owner or Developer shall submit, at Owner or Developer's option, either a performance bond from an insurance or surety company licensed to do business in Illinois, or a letter of credit or impound

account issued or held by a sound financial institution, containing such terms and provisions as may be acceptable to the Village. Such security shall be in a principal amount of not less than one hundred twenty percent (120%) of the Village Engineer's estimate of the costs of all Public Improvements to be constructed upon the Property pursuant to the Final Plans, Final PUD Ordinance, or this Agreement or required by any code, standard, or specification incorporated therein. Upon completion, dedication, and acceptance of various Public Improvements, Owner or Developer's performance security shall be reduced by the proportionate cost of such improvements less 10 percent (10%), which amount shall be retained until Owner or Developer delivers maintenance security to the Village in accordance with this Agreement; provided, however, that the balance of the amount retained shall at all times prior to the completion of all public improvements called for herein remain not less than one hundred twenty (120%) of the Village Engineer's estimation of the cost of completion of all remaining improvements.

10.9 Maintenance Security. At the time or times of final acceptance by the Village of the installation of any Public Improvement (or any part of component thereof), Owner or Developer, at Owner or Developer's option, shall deposit with the Village either a maintenance bond or letter of credit issued by an insurance or surety company or financial institution (as applicable) reasonably acceptable to the Village (the "***Maintenance Security***") in the amount of ten percent (10%) of the cost of the installation of the public improvement or component accepted by the Village, as determined by the Owner or Developer's engineer and approved by the Village Engineer. The Maintenance Security shall be in a form acceptable to the Village and shall secure Owner or Developer's maintenance and guarantee obligations for dedicated and accepted Public Improvements consistent with this Agreement and the Village's Subdivision Regulations. The Maintenance Security shall be deposited with and held by the Village for a period of three years

after the completion of the accepted component or improvement. In the event substantive defects in material and/or workmanship have developed within said period, then the Maintenance Security shall not be returned until correction of said defect and acceptance by the Village of said correction, in accordance with this Article. If the Village is required to draw on the Maintenance Security by reason of Owner or Developer's failure to fulfill its obligations under this Agreement, then the Owner or Developer, within 10 days thereafter, shall cause the Maintenance Security to be increased to its full original amount.

10.10 Procedure for Acceptance of Public Improvements.

(a) Upon completion of any Public Improvement or component thereof (e.g., sanitary sewer; storm sewer; potable water main; street landscaping) for any phase within the Proposed Development in accordance with this Agreement, and further, upon the submission to the Village of "as-built" plans of such improvements and a certificate from the engineering firm employed by Owner or Developer stating that the said Public Improvement, or portions or segments thereof, have been completed in conformance with the Final Plans, the Village Manager or designee shall, within thirty (30) days after the Village receives the aforesaid certifications from Owner or Developer's engineer, either: (i) recommend to the Village Board that such public improvement be approved and accepted; or (ii) designate in writing to Owner or Developer or its agents all alterations which shall be required to obtain final acceptance of said Public Improvement, specifically citing the sections of this Agreement or the appropriate ordinance, rule, regulation, or standard relied upon. Final acceptance shall be further conditioned upon said improvements having been constructed in conformance with the Final Plans.

(b) Upon recommendation by the Village Manager or designee, the Village Board shall either: (i) find that the relevant Public Improvement has been constructed in

conformity with this Agreement, the Final Plans, and all applicable requirements of law and thereafter accept said Public Improvement by resolution or otherwise in accordance with the Subdivision Regulations; or (ii) decline to accept said Public Improvement and specify wherein said Public Improvement or any parts or components thereof do not comply with this Agreement, the Final Plans, or any applicable requirements of law. It is understood that in accordance with Village policy in order to provide sufficient time to resolve any conditions for acceptance of Public Improvements being requested for approval, no request for final approval and acceptance can be made after August 1 or before April 1 of any year, and the Village Board will not consider final approval and acceptance of any Public Improvement between October 15 of a given year and April 15 of the following year. Upon completion and acceptance of any Public Improvements by the Village, Owner or Developer agrees to convey and transfer said Public Improvements or any part thereof so accepted, to the Village by appropriate bills of sale, plats of dedication, or other instruments in a form acceptable to the Village.

(c) All Public Improvements required for the Proposed Development shall be completed, accepted, and dedicated or conveyed to the Village prior to the issuance of any certificate of occupancy for the Property, except that: (i) frontage trees may be installed on a lot-by-lot basis as provided in this Agreement; and (ii) Village acceptance of road and right-of-way Public Improvements shall be deferred until final surfacing is completed as provided in Section 10.5 of this Agreement, which deferral shall not preclude issuance of final certificates of occupancy. Notwithstanding the foregoing, if Owner or Developer proceeds with the Proposed Development in phases as shown on the Approved Preliminary PUD Plans, then only those Public Improvements that are required for any particular phase of the Proposed Development shall be

required to be completed, accepted, and dedicated or conveyed to the Village prior to the issuance of a final certificate of occupancy for lots within the relevant phase.

10.11 Recapture Fees. The Village represents that there are no recapture obligations applicable to the Property as of the Effective Date of this Agreement.

ARTICLE XI

Declarations; Common Improvements; Special Service Area

11.1 Declarations. Before, or at the time of, recording the Final Subdivision Plat for the Unit Two Land or the first phase of development thereon, the Owner or Developer (whichever is the then-record owner of the Unit Two Land) shall record against the Unit Two Land a declaration of covenants in a form and substance reasonably acceptable to the Village Attorney (the “*Unit 2 CCRs*”), which shall at a minimum provide for the following:

(a) The formation of a homeowners’ association (the “*Unit 2 HOA*”) to govern and control that portion of the Proposed Development upon the Unit Two Land (“*Cider Grove Unit 2*”). The Unit 2 HOA shall be separate and distinct from the existing homeowners’ association that governs and controls Cider Grove Unit One.

(b) The protection and maintenance by the Unit 2 HOA, in perpetuity, of all common facilities within Cider Grove Unit 2 (exclusive of Public Improvements that are publicly dedicated), including without limitation stormwater conveyance and detention facilities, common open space, common-area landscaping, common recreational facilities, signage, and other common improvements and amenities (collectively “*Common Improvements*”) and any such Common Improvements as may be located within any easements granted to the Unit 2 HOA over individual lots within Cider Grove Unit 2.

(c) The preparation by Owner or Developer or the Unit 2 HOA of a maintenance plan for the Common Improvements, which shall conform to all applicable ordinances, laws, and regulations, including without limitation the Kane County Stormwater Management Ordinance, and be subject to review and approval by the Village Engineer.

(d) The maintenance by the Unit 2 HOA of the dedicated right-of-way for the future Main Street Extension (including mowing and otherwise maintaining such corridor in a good, clean, and safe condition) until such time as the Village begins construction of the Main Street Extension.

(e) The maintenance by the Developer (but not by the Unit 2 HOA) of the Park Site and Park Improvements (as defined below) prior to their dedication to, and acceptance by, the Huntley Park District.

(f) The right of the Village to take action to cure any failure of Owner or Developer or the Unit 2 HOA to properly maintain and repair the Common Improvements or to otherwise fail to abide by the provisions of the Unit 2 CCRs, and the right of the Village to be reimbursed for all costs and expenses incurred by the Village related thereto, including without limitation the right of the Village to perfect a lien to recover such costs and expenses against any or all of the parcels of property within Cider Grove Unit 2 on which such maintenance deficiency exists, all subject to notice and cure periods reasonably acceptable to the parties, and the right of the Village to enter onto the Unit 2 Land at such times and in such areas as may reasonably be necessary for the Village to exercise its rights stated above in this paragraph.

(g) Disclosure to all purchasers of lots within the Proposed Development of the possibility that Main Street will be extended along the northern boundary of Phase 4 as shown on the Approved Preliminary PUD Plans.

(h) The requirement for Owner or Developer to turn over of control of the Unit 2 HOA to all owners of lots within Cider Grove Unit Two (including the Owner or its successor as to any unsold lots) within 60 days after the conveyance by the Owner/ Developer of 75% of the units in Cider Grove Unit 2, or three years after the recording of the declaration, whichever is earlier, or such earlier time as may be required by the Illinois Common Interest Community Association Act as it may be amended from time to time or other applicable law.

11.2 Community Amenities. The Parties acknowledge that certain common improvements and amenities previously constructed within Cider Grove Unit 1 were intended to serve and benefit both Cider Grove Unit 1 and Cider Grove Unit 2, including a clubhouse facility located on Outlot J of Cider Grove Unit 1, certain stormwater management and detention facilities, and subdivision entrance features (collectively, the “*Unit 1 Shared Improvements*”). Prior to Owner’s turn-over of control of the Unit 1 HOA, Owner and Developer shall make reasonable efforts to facilitate execution of an agreement between the Cider Grove Unit 1 HOA and Developer to provide for all necessary stormwater and drainage easements, terms for access and joint usage of the clubhouse, and cost-sharing arrangements that will result in the future residents of Cider Grove Unit 2 and the Unit 2 HOA having use and enjoyment of the clubhouse and contributing proportionally to the maintenance costs of all Unit 1 Shared Improvements. To the extent that stormwater and drainage easements over property within Cider Grove Unit 1, or any other property not owned by Developer, are required for the Proposed Development, or any phase thereof, to be constructed in strict compliance with the Kane County Stormwater Management Ordinance and Illinois drainage law, then Owner or Developer shall be responsible for securing and recording such easements prior to recordation of the Final Subdivision Plat.

11.3 Special Service Area. Prior to recordation of the Final Subdivision Plat for the Proposed Development or the first phase thereof, the Village shall establish a “back-up” maintenance special service area upon the Unit Two Land (“*Unit 2 SSA*”), which SSA shall provide for the levy of taxes upon all taxable property within Cider Grove Unit 2 on an ad valorem basis, but only if and when necessary to provide for reimbursement or payment of costs incurred by the Village to provide for proper maintenance or repair of Common Improvements. Owner and Developer hereby acknowledge and agree that establishment of the Unit 2 SSA shall be a condition precedent to recordation of the Final Subdivision Plat, and Owner and Developer, on behalf of themselves and their successors and assigns, agree to cooperate with the Village in establishing the Unit 2 SSA and irrevocably waive any objection thereto. The Parties acknowledge that an existing SSA exists with respect to Cider Grove Unit One (the “*Unit 1 SSA*”), which Unit 1 SSA currently includes the Property. The Parties acknowledge that the Unit 2 SSA shall be in addition to, and separate from, the existing Unit One SSA, and the Village agrees that it shall not object to or oppose any petition by Owner to disconnect or de-annex the Unit Two Land from the Unit 1 SSA.

ARTICLE XII

Fees

12.1 Fees. Owner or Developer shall pay to the Village the fees set forth in Exhibit F hereto and shall dedicate an improved park site to the Huntley Park District as further described below. It is agreed and understood that any other fees or charges that the Village might otherwise impose in accordance with its ordinances, or any such fees in other amounts, are hereby acknowledged to have been previously paid and satisfied by the developer of Cider Grove Unit One or are waived or reduced with respect to the Proposed Development.

12.2 Park District Contribution. In addition to payment of the fees set forth on Exhibit E, Developer shall comply with the applicable park site donation and fee-in-lieu requirements of the Village's Subdivision Regulations. Pursuant to agreement between the Parties hereto and agreement between the Developer and the Huntley Park District, the Parties acknowledge and agree that (i) Developer shall fully satisfy such park site and fee-in-lieu requirements by, within twelve months after recordation of the Final Subdivision Plat for the first phase of the Proposed Development: (A) dedicating to the Huntley Park District, at no cost, the approximately 5.7-acre parcel labeled as "Park" on the Approved Preliminary PUD Plans (the "**Park Site**"); and (B) installing park improvements on the Park Site as shown on the "Park Improvement Plans" included within the Plans attached hereto as Exhibit D and in substantial conformity with the approved Final Plans for phase one at Developer's sole cost and expense (the "**Park Improvements**"), and thereafter dedicating and conveying the Park Site and Park Improvements to the Huntley Park District. Should the Developer breach its obligations as set forth in the preceding sentence of this Section, then the Village may withhold the issuance of any certificates of occupancy for any dwelling unit within the Proposed Development thereafter requested by the Developer until such breach is cured. Subject to Developer's satisfactory completion and dedication of the Park Site and Park Improvements as provided herein, the Village shall waive any requirement for Owner or Developer to make any other park land donations or pay any other park impact fees, whether at the time of application for building permit or otherwise.

ARTICLE XIII

General Provisions

13.1 Building Permits.

(a) Subject to the provisions of Section 13.1 (b) below, the Village agrees that within twenty-one (21) days after receipt of a complete application for a building permit for construction of any Project Improvements, the Village will either issue such building permit or issue a letter of denial informing the Developer as to the specific deficiencies in the permit application. All such permit applications shall conform to this Agreement, the Final PUD Ordinance, and all applicable ordinances, codes, and requirements of law.

(b) If the Developer has submitted and received Village approval of master blueprints or building plans for approved home models pursuant to Section 7.3 of this Agreement (“*Master Plans*”), then a building application for a dwelling unit may incorporate particular approved Master Plans by reference, the individual permit application need not include additional building blueprints or construction plans except to the extent that the application deviates from the referenced Master Plans, and the Village shall, within ten business days, either issue the requested building permit or issue a letter of denial in the manner provided by paragraph (a), above.

(c) Any resubmittal of an application for a building permit after issuance of a letter of denial shall be processed in the same manner as any other such application, except that no additional application fee shall be required therefor.

13.2 Occupancy Certificates.

(a) Within ten (10) business days after delivery of an application for final inspection for each dwelling or building within the Proposed Development, the Village agrees to perform all final inspections and to either issue a certificate of occupancy or issue a letter of denial

informing the Developer specifically as to what corrections are necessary as a condition to the issuance of a certificate of occupancy, quoting the section of this Agreement or any code, ordinance, or other requirement of law relied upon by the Village in its letter of denial.

(b) Any resubmittal of an application for a certificate of occupancy after issuance of a letter of denial shall be processed in the same manner as any other such application, except that no additional application fee shall be required therefor.

(c) Temporary certificates of occupancy for buildings shall be issued by the Village only when: (i) weather conditions have not permitted the buildings and related improvements to be completely finished; (ii) such buildings and related structures and improvements are in a substantially completed condition and are fit for habitation; and (iii) adequate security has been posted with the Village or other arrangements satisfactory to the Village have been made to assure that all required items necessary for a certificate of occupancy shall be completed in a timely manner.

13.3 Stop Orders.

(a) Before issuing any stop work order, the Village shall (except in situations involving a violation of material life safety requirements or conditions that pose an imminent threat or danger to person, property, or public health or safety), give Developer written notice of the alleged violation of law warranting a stop order and specify a reasonable time period (being not less than five business days) to cure the same. If Developer engages in good faith discussions with the Village and promptly undertakes to cure the conditions warranting a stop order, the Village may, in its discretion, agree to extend the cure period as reasonably necessary to allow Developer to fully correct the alleged violation, provided that Developer is diligently pursuing appropriate corrective action.

(b) Once issued, any stop orders directing work stoppage on buildings or improvements on the Property, or any lot or part thereof, shall be immediately effective. Within 24 hours after the issuance of a stop order, the Village shall deliver a notice to Developer or Developer's representative and/or employee that sets forth in detail the reasons for such stop order and cites the provisions of law on which the Village issued the stop order. While a stop order is in effect, no work may proceed on the affected premises except as may be necessary to eliminate the conditions giving rise to the stop order.

ARTICLE XIV

Obligations of Owner and Developer

14.1 So long as the Owner passively owns the Property and does not engage in the development thereof (or the development of any portion of the Property designated as a separate “phase” on the Approved Preliminary PUD Plans), then Owner shall not have the responsibility to perform any of the agreements or obligations of "Developer" hereunder, and any such obligations as to any portion of the Property shall be the responsibility of and shall be performed by the person or entity that develops such portions of the Property. As to any portions of the Property that are developed by another party, whether such party acquires such portions from Owner, from Developer, as a successor or assignee of Owner or Developer, or otherwise, the party developing such portions shall have the obligations of Developer as to such portions it develops.

ARTICLE XV

Miscellaneous Provisions

15.1 Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier for next business day delivery as follows:

If to S&E: S&E Investments, LLC-Series 7
2411 Dorina Drive
Northfield, IL 60093
Attn: Scott Samuelson
Phone: 847-446-3225
Email: ssam2411@aol.com

With copy to: Scott Jensen, Esq.
Murray, Jensen & Wilson, Ltd
101 N Wacker Drive, Suite 609
Chicago, IL 60606
Phone: 312-263-5452
Fax: 312-263-5759
Email: Sjensen@mjwchicago.com

If to DRH: D.R. Horton, Inc.-Midwest
Attn: Cole Tyrell
750 E Bunker, Suite 500
Vernon Hills, IL 60061
Phone: 847-984-4220
Email: cptyrell@drhorton.com

With copy to: Peter C. Bazos, Esq.
Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Ave., Suite 100
Elgin, IL 60123
Phone: 847-742-8800
Fax: 847-742-9777
Email: pbazos@bazosfreeman.com

If to the Village: Village of Huntley
10987 Main Street
Huntley, IL 60142
Attn: Village Manager
Tel: 847-515-5200
Fax: 847-515-5245
Email: djohnson@huntley.il.us

With a copy to: Betsy Gates-Alford
Filippini Law Firm
990 Grove Street, Suite 220
Evanston, IL 60201
Tel: 312-300-6554
Fax: 312-324-0668
Email: betsy.gates@filippinilawfirm.com

or to such other address or addressee as any Party may designate from time to time. Copies of notices may be sent by email as a courtesy, but they shall be followed with notice by one of the methods set forth above.

15.2 Binding, Effect, Term, and Amendment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors, and assigns (including without limitation any Successor Owner), and upon any successor municipal authority of the Village, for a term of twenty (20) years from the date set forth in the first paragraph of this Agreement. The parties acknowledge and agree that this Agreement is a covenant running with the land comprising the Property and is binding upon all Parties hereto, their successors in title to the Property or any portion thereof, and all of the Parties' respective grantees, successors, and assigns hereto (including without limitation any Successor Owner). This Agreement may be amended from time to time as to any portion of the Property by a written amendment executed between the Village and the owner or owners of such portion of the Property, without the consent of approval of any other party, including the owners of any other portions of the Property.

15.3 Liability and Indemnity of the Village.

(a) Village Review. Owner and Developer acknowledge and agree that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property, the Proposed Development, or the Project Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property, Proposed Development, or Project Improvements, and that the Village's review and approval of any such plans and improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in

any way, be deemed to insure the Owner or Developer, or any of their heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

(b) Village Procedure. The Owner and Developer acknowledge and agree that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right. Furthermore, neither the Village, the Owner, nor the Developer shall assert the invalidity or unenforceability of this Agreement, or any provision of this Agreement, nor shall they contest the validity or enforceability of this Agreement, or any provision in this Agreement, or the zoning of the Property as provided in this Agreement.

(c) Indemnity. The Owner and Developer agree to, and do hereby, hold harmless and indemnify the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans for the Property, the Proposed Development, or the Project Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property, the Proposed Development, or the Project Improvements; (iii) the development, construction, maintenance, or use of any portion of the Property, Proposed Development, or Project Improvements by the Owner or Developer; (iv) the collection and distribution of amounts paid by the Owner or Developer pursuant to this Agreement; (v) the performance by Owner or Developer of their obligations under this Agreement; or (vii) the Village's zoning of the Property as provided by this Agreement. The obligation to indemnify includes the obligation to pay any and

all reasonable costs, consulting fees, expert witness fees and attorney fees incurred by the Village in defending any claim asserted against the Village.

15.4 Severability. In the event that any part of portion of this Agreement, or any provision, clause, wording, or designation contained within this Agreement is held to be invalid by any court of competent jurisdiction, such part, portion, provisions, clause, wording, or designation shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect the remaining portions.

15.5 Enforceability.

(a) This Agreement shall be enforceable by any of the Parties in any court of competent jurisdiction by any appropriate action at law or in equity to secure the performance of the covenants contained herein. The venue for all disputes under this Agreement shall be the Circuit Court of the Twenty-Second Judicial Circuit, McHenry County, Illinois. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

(b) In the event of a material breach of this Agreement, the parties agree that the defaulting party shall have thirty (30) days after notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however, that any breach by the Owner or Developer reasonably determined by the Village to involve material public health or life safety issues may be the subject of immediate action by the Village without notice or a 30-day delay.

(c) In the event the performance of any covenant to be performed hereunder by either the Owner, Developer, or Village is delayed for causes which are beyond the reasonable control of the party responsible for such performance (which causes shall include without limitation: acts of God; inclement weather conditions; strikes; material shortages; lockouts; the

revocation, suspension, or inability to secure any necessary governmental permit, license, or authority; and similar cause) the time for such performance shall be extended by the amount of time of such delay.

(d) The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

15.6 Survival of Representations; No Merger. Each of the parties hereto, for themselves, their successors, assigns, heirs, devisees, and personal representatives, agrees that the warranties and recitals set forth in the preamble to this Agreement are material to this Agreement, and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties, and recitals into this Agreement, and the same shall continue during the term of this Agreement. The agreements and covenants contained in this Agreement shall survive the recordation of this Agreement and shall not be merged.

15.7 Word Usage. Unless the provisions of this Agreement otherwise require, words imparting the masculine or feminine gender shall include all genders; words imparting the singular number shall include the plural; and words imparting the plural shall include the singular.

15.8 Captions and Paragraph Headings. The captions and paragraphs headings incorporated herein are for convenience only and are not part of this Agreement.

15.9 Conflict in Regulations. The provisions of this Agreement shall supersede the provisions of any ordinances, codes, policies, or regulations of the Village which may be in conflict with the provisions of this Agreement to the extent permitted by law; provided, however, that

nothing in this Agreement shall relieve Owner or Developer from complying with the Final PUD Ordinance or any ordinances, codes, or regulations of the Village that pertain directly to life safety concerns. Pursuant to any requirements of law, the corporate authorities of the Village shall take such actions as may be necessary to effectuate the terms and provisions of this Agreement.

15.10 Construction. This Agreement shall be deemed and construed to be the joint and collective work product of the Parties and, as such, this Agreement shall not be construed against any party, as the otherwise purported drafter of same, by any court in order to resolve any inconsistency, ambiguity, vagueness, or conflict in terms or provisions, if any, contained herein.

15.11 Recordation. The parties agree to record in the Office of the McHenry County Recorder of Deeds an original, or a true and correct certified copy, of this Agreement within ten (10) days of its execution. Should any title insurance company issuing commitments for title insurance raise this Agreement as an objection to title, the Village shall, if the Owner and Developer have complied in all respects with the terms of this Agreement, exercise its best efforts to secure the waiving of this Agreement as a title objection.

15.12 Waiver of Right to Challenge. Provided that the Village complies with and is not in default under the provisions of this Agreement, the Owner and Developer shall waive, and by these presents shall be deemed to have waived, its right to pursue an action at law or in equity seeking: (i) to have any Village impact, transition, or development fee ordinances existing as of, or prior to, the Effective Date of this Agreement, declared unconstitutional; (ii) to challenge the validity or constitutionality of any Village impact, transition, or development fees paid or imposed pursuant to the provisions of this Agreement; or (iii) to seek the refund of any such amounts paid hereunder for any such impact, transition, or development fees.

15.13 Successors and Assigns.

(a) It is specifically understood and agreed that the Owner and Developer and their successors and assigns shall have the right to sell, transfer, mortgage and assign all or any part of the Property and the improvements thereon to other persons or entities for investment, building or financing development and sale purposes, and that such persons or entities shall be entitled to the same rights and privileges and shall have the same obligations as the Developer and/or Owner has under this Agreement, and that upon any such transfer, such obligations shall be the sole obligation of the transferee. Notwithstanding the foregoing, the obligations of Owner and Developer under this Agreement shall not apply to any person who purchases an individual subdivided and improved lot within the Proposed Development for personal use. Owner shall provide the Village with written notice of any conveyance of fee title to any portion of the Property (other than sale of a subdivided and improved residential lot to a purchaser for personal use) within 30 days following the closing date.

(b) Upon a conveyance of fee title to the Property or any portion thereof, the owner conveying such property shall be released from any further obligations under this Agreement related to the property conveyed that accrue after the date of the conveyance. Notwithstanding the foregoing sentence, any security posted by the Owner or Developer (or any of their successors or assigns) with the Village for the construction, completion, maintenance, and/or guaranty of improvements on or associated with the Proposed Development or the Property shall continue and remain in full force and effect upon the sale or conveyance of all or any portion of the Property, and Owner or Developer shall not be released from the obligations secured by such security, unless and until their successor in title agrees to complete such improvements and delivers to the Village substitute security to fully cover those obligations as required by this Agreement, which security shall be subject to the approval of the Village.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

VILLAGE:

Village of Huntley, an Illinois home rule municipality

Village President

Attest:

Village Clerk

OWNER

S&E INVESTMENT, LLC-SERIES 7, an Illinois limited liability company

By: _____
[NAME, TITLE]

Attest:

Developer

D.R. HORTON INC.-MIDWEST, a California corporation

By: _____
[NAME, TITLE]

Attest:

Index of Exhibits

EXHIBIT A	Legal Description of the Unit Two Land
EXHIBIT B	Legal Description of the Unsold Unit One Lots
EXHIBIT C	Depiction of the Property
EXHIBIT D	Preliminary Plans for the Proposed Development
EXHIBIT E	Amended PUD Ordinance
EXHIBIT F	Development Fee Schedule

EXHIBIT A

Legal Description of the Unit Two Land

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, EXCEPTING THEREFROM THE NORTH 40 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER CONVEYED TO COMMONWEALTH EDISON COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 2000R0039458, IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPTING THEREFROM CIDER GROVE UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 34 AND SECTION 35 IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 8th 2005 AS DOCUMENT NO. 2005R0075774, IN MCHENRY COUNTY, ILLINOIS.

PINS: 18-34-200-007 (Part of the Southeast 1/4 of the Northeast 1/4 Lying East of Leland Lane; South of Central Park Boulevard and North of Lot 26 Cider Grove Unit 1) and 18-35-100-007 (Affects the West 1/2 of the Northwest 1/4 except the North 40 Feet and Except that part of Outlot F in Cider Grove Unit 1 & Except Part in Central Park Boulevard)

c/k/a Approximately 79.54 acres vacant land generally located north of Dundee Road and East of Leland Lane, Huntley, IL

EXHIBIT B

Legal Description of the Unsold Unit One Lots

LOTS 1, 2, 3, 4, AND 6 IN CIDER GROVE UNIT ONE, BEING A SUBDIVISION OF PART OF SECTIONS 34 AND 35 IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2005 AS DOCUMENT 2005R0075774, IN MCHENRY COUNTY, ILLINOIS.

PINS: 18-34-429-028 (Lot 1); 18-34-429-027 (Lot 2); 18-34-429-026 (Lot 3); 18-34-429-025 (Lot 4); 1834-429-023 (Lot 6)

c/k/a: 10245 Hopkins Street, Huntley, IL (Lot 1)
10235 Hopkins Street, Huntley, IL (Lot 2)
10225 Hopkins Street, Huntley, IL (Lot 3)
10115 Hopkins Street, Huntley, IL (Lot 4)
10185 Hopkins Street, Huntley, IL (Lot 6)

EXHIBIT C

Depiction of the Property

See attached ALTA Survey

EXHIBIT D

Preliminary Plans for the Proposed Development

EXHIBIT E

Amended PUD Ordinance

EXHIBIT F

Development Fee Schedule

1. Annexation Fees. None
2. Consultant Fees. The Developer shall reimburse the Village for all expenses and fees reasonably incurred by the Village in connection with legal, engineering, and other consultant and staff services directly and specifically related to the development of the Property.
3. Building Permit Fees. Developer shall be subject to the same building permit fees as are generally applicable throughout the Village as of the date of building permit application; provided, however, that no increase in building permit fees shall apply to the Property until thirty (30) days after the Village notifies the Developer of such increases in accordance with Section 7.1 of this Agreement.
4. Water and Sewer Connection Fees. As established by Village ordinance in effect at the time of each building permit application. (See Sections 10.2 and 10.3 of this Agreement).
5. Hearing, Recordation Fees. Developer agrees that they shall pay for all costs reasonably associated with the hearing and recordings required in connection with this Agreement and the development of the Property.
6. Capital Development Fee. None.
7. Municipal Complex Fee. None.
8. Transition Fee. None.
9. Fire, Library and School Fees. In lieu of the impact fees set forth in and required by the Village of Huntley Subdivision Ordinance and specifically, but not by way of limitation Title 15, Sections 155.200 -155.210 inclusive of the Village of Huntley Code of Ordinances the parties agree that the Developer shall pay any fire, library, or school contributions in the amounts as set forth herein and that the fees can be used by the Fire District, Library District and School District for the purchase of land, construction of capital facilities and operational costs. The Developer shall be responsible for the payment of a fire fee to the Village for the Huntley Fire Protection District in the amount of \$685.00 per residential unit constructed on the Property. The Developer shall be responsible for the payment of a library fee to the Village for the Huntley Public Library District ("Library District") in the amount of \$340.00 per residential unit constructed on the Property. The Developer shall be responsible for paying a school fee to the Village for the Huntley School District #158 in the amount of \$3,750 for each three bedroom house and \$6,150 for each four bedroom house constructed on the Property. All fire district, library district and school district fees and school transition fees shall be paid at the time of building permit issuance.

10. Park District Contribution. The Developer agrees to satisfy the Huntley Park District contributions for the Property by dedicating an improved park site (See Sections 12.1 and 12.2 of this Agreement). Provided that the improved park site and completed and dedicated as agreed, no cash contribution will be paid.

11. Cul-De-Sac Fee. None.

12. Village Transportation Impact fee. None.

13. Other Fees. Except as otherwise provided in this Schedule, all other fees provided for by ordinance and uniformly applied and collected in connection with the development of property within the corporate limits of the Village, including all subdivision or planned development fees, shall be applicable to the Property; provided, however, that no increase in fees related to the review or approval of a subdivision or planned development shall apply to the Property until 30 days after the Village notifies the Developer of such proposed increases.

Unless otherwise set forth in this Agreement, Developer shall not be required to make any contributions or pay any fees in connection with the development of the Property beyond those fees or donations set forth in this Agreement.

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A FIRST AMENDMENT TO ANNEXATION AGREEMENT RELATING TO
THE CIDER GROVE SUBDIVISION (f/k/a COSMAN PROPERTY)**

Resolution (R)2021-06.xx

WHEREAS, S&E Investment, LLC-Series 7, an Illinois limited liability company (“*Owner*”) is the record owner of: (i) an approximately 79.5 acre tract of land generally located to the east of the Cider Grove Residential Subdivision Unit 1 within the Village, and (ii) five buildable single family lots in Cider Grove Residential Subdivision Unit One (collectively, the “*Property*”), which Property is further identified and legally described in Exhibit A to this Resolution; and

WHEREAS, D.R. Horton, Inc.-Midwest, a California corporation (“*Developer*”) is the contract purchaser and prospective developer of the Property; and

WHEREAS, the Property is subject to that certain “Annexation Agreement Re: Cosman Property” between the Village and the Owner’s predecessor in title to the Property, National Developers, Inc., dated January 27, 2005 (the “*Original Annexation Agreement*”); and

WHEREAS, in connection with Developer’s planned acquisition and development of the Property, Owner and Developer have presented to the Village a proposed development agreement, which is intended to replace and supersede the Original Annexation Agreement as applied to the Property (the “*Development Agreement*”), and pursuant to Ordinance (O)2021- , the Village Board has approved the form of said Development Agreement; and

WHEREAS, in furtherance of Owner’s sale of the Property to Developer and Developer’s subsequent development of the Property consistent with the Development Agreement, Owner has requested that the Village approve a First Amendment to the Original Annexation Agreement in substantially the form attached hereto as Exhibit A (the “*Amendment*”) in order to terminate the Original Annexation Agreement as applied to the Property, subject to certain terms and conditions; and

WHEREAS, consistent with the requirements of Division 11-15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, the Village has caused notice to be duly published regarding a public hearing on the terms of the proposed Amendment, which public hearing was conducted by the corporate authorities of the Village on June 10, 2021; and

WHEREAS, following the close of the public hearing on June 10, 2021, the President and Village Board considered the comments and testimony presented and the terms of the proposed Amendment; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents to approve and authorize the execution of the Amendment pursuant to the Village’s authority under Division 11-15.1 of the Illinois Municipal Code, the Village’s home rule powers, and other applicable authority, subject to the terms and conditions set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION ONE: **Recitals.** The foregoing recitals are incorporated into this Resolution as if fully set forth in this section.

SECTION TWO: Approval of Annexation Agreement Amendment. The Amendment is hereby approved in substantially the form attached hereto as Exhibit A, subject to final review and approval of the form of the Amendment and its exhibits by the Village Manager in consultation with the Village Attorney and Village Engineer.

SECTION THREE: Authorization to Execute. Following: (i) Owner and Developer's delivery to the Village of three executed originals of each of the Amendment and the Development Agreement, and (ii) written confirmation by the Village Manager that the Amendment is in proper form to execute, the Village President and the Village Clerk shall be, and are hereby, authorized to execute and attest the Amendment on behalf of the Village and thereafter to cause fully executed originals of the Amendment to be recorded with the McHenry County Recorder of Deeds in accordance with the Amendment's terms. Notwithstanding the foregoing, if the Amendment has not been executed by the Owner and recorded: (i) prior to Owner's conveyance of title to the Property (or any portion thereof) to Developer; and (ii) in any event within 90 days after the passage of this Resolution, then this authorization shall be without force or effect.

SECTION FOUR: Effective Date. This Resolution shall be in full force and effect upon its passage by the vote of two-thirds of the corporate authorities holding office and approval in the manner provided by law.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of June, 2021.

APPROVED:

ATTEST :

Village President

Village Clerk

Exhibit A

Annexation Agreement Amendment

DRAFT

**This instrument prepared for
and after recording return to:**

Village of Huntley
10987 Main Street
Huntley, IL 60142
Attn: Village Manager

This space reserved for Recorder's use.

FIRST AMENDMENT TO ANNEXATION AGREEMENT
(Cider Grove Subdivision f/k/a Cosman Property)

This First Amendment to Annexation Agreement ("*Amendment*") is made on this ____ day of _____, 2021 by and between the **VILLAGE OF HUNTLEY**, an Illinois home rule municipality (the "*Village*"), and **S&E INVESTMENT, LCC-SERIES 7**, an Illinois limited liability company ("*Owner*").

W I T N E S E T H:

WHEREAS, Owner is the record owner, and D.R. Horton, Inc.-Midwest, a California corporation ("*Developer*") is the contract purchaser and prospective developer of: (i) an approximately 79.5 acre tract of unsubdivided and undeveloped land located within the Village, which land is legally described as "Parcel 1" on Exhibit A to this Agreement (the "*Unit Two Land*"), and (ii) five subdivided, but undeveloped, buildable residential lots in Cider Grove Subdivision – Unit One, which lots are legally described as "Parcel 2" on Exhibit A (the "*Unsold Unit One Lots*," and collectively with the Unit Two Land, the "*Property*"), and the Property is depicted on Exhibit B hereto; and

WHEREAS, the Property is subject to that certain “Annexation Agreement Re: Cosman Property” between the Village and the Owner’s predecessor in title to the Property, National Developers, Inc., dated January 27, 2005 (the “*Original Annexation Agreement*”); and

WHEREAS, the Original Annexation Agreement pertains to an approximately 162-acre tract of land as legally described in Exhibit A to the Original Annexation Agreement (the “*Original Annexation Territory*”), which Original Annexation Territory was previously annexed to the Village of Huntley in or around January 2005; and

WHEREAS, the Original Annexation Territory includes the Property, as well as other adjacent territory that has since been developed as a residential subdivision and the various lots and outlots therein having been sold to individual residential purchasers or transferred to the homeowners’ association of such subdivision (all portions of the Original Annexation Territory other than the Property are referred to herein as the “*Developed Territory*”); and

WHEREAS, the Original Annexation Agreement runs with the land and, by its terms, binds successor owners of the Original Annexation Territory for a 20-year term; and

WHEREAS, Sections 14.2(b) and 14.11 of the Original Annexation Agreement provide that the Original Annexation Agreement may be modified or amended from time to time as to any portion of the Original Annexation Territory by a written amendment executed by the Village and the then-owner(s) of such portion, without the consent or approval of any other party, including the owners of any other portions of the Original Annexation Territory; and

WHEREAS, Developer now desires to purchase the Property from Owner and thereafter:

(i) develop the Unit Two Land as a residential subdivision containing a maximum of 180 single-family residential lots with a minimum lot size of 8,450 square feet and related common improvements, including stormwater management and detention facilities, public street and right-

of-way improvements, parks, open space, and landscaping; and (ii) use and develop the Unsold Unit One Lots for one model home and related temporary parking and signage relating to the development and sale of residential lots on the Unit Two Land (collectively, the “*Proposed Development*”); and

WHEREAS, in furtherance of the Proposed Development, Owner and Developer have submitted requests and applications to the Village for approval of a development agreement for the Property and approval of certain zoning relief and development entitlements for the Property consistent with such development (collectively, the “*Requested Relief*”); and

WHEREAS, the Requested Relief is not fully consistent with the Original Annexation Agreement, and Owner has therefore requested to amend the Original Annexation Agreement to terminate it as applied to the Property (subject to certain terms and conditions as set forth herein); and

WHEREAS, the Village and the Owner now desire to enter into this Amendment in order to terminate the Original Annexation Agreement as it applies to the Property, subject to the terms and conditions hereinafter set forth;

WHEREAS, pursuant to notice duly published in a newspaper of general circulation within the Village, the Village President and Board of Trustees (the “*Corporate Authorities*”) conducted a public hearing on June 10, 2021 regarding the proposed amendments to the Original Annexation Agreement as set forth herein; and

WHEREAS, the Village thereafter approved this Amendment by a two-thirds vote of the Corporate Authorities then holding office, and the Corporate Authorities authorized and directed the Mayor and Village Clerk to execute and attest this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement as if fully set forth.

SECTION 2. Termination. The Original Annexation Agreement is hereby terminated, and shall be replaced and superseded in its entirety by this Amendment, with respect to the Property legally described in Exhibit A and generally depicted in Exhibit B (which exhibits are attached hereto and, by this reference, incorporated herein) as of the Effective Date of this Amendment; provided however that:

a. If Developer (or an assignee of Developer) does not acquire title to the Property within 12 months after the Effective Date of this Amendment, and provided that no development work has commenced on the Property in furtherance of the Proposed Development, then Owner, at its option, may terminate this Amendment in its entirety by delivering a written notice of termination to the Village, with a copy to Developer. Unless the Village, within ten days after receipt of Owner's termination notice, delivers a written notice to Owner that it is contesting the termination (which notice may be based on any objection or relevant information submitted to the Village by Developer), then this Amendment shall become null, void, and of no further force or effect.

b. Upon Owner's transfer of title to the Property to Developer or its assignee, Owner shall deliver, or cause Developer to deliver, a copy of the recorded deed or other evidence of good title to the Village.

c. If this Amendment is terminated and voided in accordance with subsection 2(a), above, then the Original Annexation Agreement shall thereafter be deemed

unmodified and shall remain in full force and effect as applied to the Property for the remainder of its original term.

SECTION 3. Turn Over of Unit 1 HOA. The Village and Owner acknowledge that a portion of the Original Annexation Territory (including the Developed Territory and the Unsold Unit One Lots) is subject to that certain: (i) “Declaration of Covenants, Conditions & Restrictions for Cider Grove Homeowners Association” dated April 4, 2006 and recorded with the McHenry County Recorder of Deeds on April 7, 2006 as document number 2006R0024480; and (ii) “Assignment of Declarant’s and Developer’s Rights (Cider Grove) dated December 20, 2012 and recorded with the McHenry County Recorder of Deeds on January 15, 2013 as document number 2013R0002766 (collectively, the “*Unit 1 CCRs*”). Pursuant to the Unit 1 CCRs, Owner currently controls the board of the homeowners’ association formed for Cider Grove Subdivision – Unit One (the “*Cider Grove Unit 1 HOA*”) and, as of the date of this Amendment, Owner has not turned over control of the Cider Grove Unit 1 HOA to the owners of the lots within such subdivision. Owner hereby covenants and agrees that, within one hundred eighty (180) days following its conveyance of the Property to Developer (or Developer’s assignee), Owner shall turn over control of the Cider Grove Unit 1 HOA to the owners of the lots within Cider Grove Subdivision – Unit One.

SECTION 4. Village Procedure; Indemnity.

a. Village Procedure. Owner acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Amendment and agree not to challenge such approval on the grounds of any procedural infirmity or denial of any procedural right. Furthermore, neither the

Village nor the Owner shall contest the validity or enforceability of this Amendment, or any provision of this Amendment.

b. Indemnity. The Owner agrees to, and does hereby, hold harmless and indemnify the Village, its Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with the Village's review and approval of this Amendment. The obligation to indemnify includes the obligation to pay any and all reasonable costs, consulting fees, expert witness fees, and attorney fees incurred by the Village in defending any claim asserted against the Village relating to this Amendment.

SECTION 5. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier for next business day delivery as follows:

If to S&E: S&E Investments, LLC-Series 7
2411 Dorina Drive
Northfield, IL 60093
Attn: Scott Samuelson
Phone: 847-446-3225
Email: ssam2411@aol.com

With copy to: Scott Jensen, Esq.
Murray, Jensen & Wilson, Ltd
101 N Wacker Drive, Suite 609
Chicago, IL 60606
Phone: 312-263-5452
Fax: 312-263-5759
Email: Sjensen@mjwchicago.com

If to DRH: D.R. Horton, Inc.-Midwest
Attn: Cole Tyrell
750 E Bunker, Suite 500
Vernon Hills, IL 60061
Phone: 847-984-4220

Email: cptyrell@drhorton.com

With copy to:

Peter C. Bazos, Esq.
Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Ave., Suite 100
Elgin, IL 60123
Phone: 847-742-8800
Fax: 847-742-9777
Email: pbazos@bazosfreeman.com

If to the Village:

Village of Huntley
10987 Main Street
Huntley, IL 60142
Attn: Village Manager
Tel: 847-515-5200
Fax: 847-515-5245
Email: djohnson@huntley.il.us

With a copy to:

Betsy Gates-Alford
Filippini Law Firm
990 Grove Street, Suite 220
Evanston, IL 60201
Tel: 312-300-6554
Fax: 312-324-0668
Email: betsy.gates@filippinilawfirm.com

or to such other address or addressee as any party may designate from time to time. Copies of notices may be sent by email as a courtesy, but they shall be followed with notice by one of the methods set forth above.

SECTION 6. Continued Effect; Conflicts. This Amendment applies only to the Property and is not intended to, nor shall it be construed to, apply to the Developed Territory, nor to terminate, amend, or modify in any manner the Original Annexation Agreement with respect to the Developed Territory. The Original Annexation Agreement shall remain in full force and effect for the remainder of its term as it applies to the Developed Territory. To the extent of any conflict between the Original Annexation Agreement and this Amendment as applied to the Property, this Amendment shall supersede and control.

SECTION 7. Recording; Binding Effect; Term. This Amendment shall run with the land and be binding upon the Parties, their respective successors and assigns, and all successors in title or interest to the Property or any portion thereof. Unless terminated as provided herein, this Amendment shall remain in effect for a term of 20 years after the original effective date of the Original Annexation Agreement. The parties agree to record an original, or a true and correct certified copy, of this Amendment against the Property in the Office of the McHenry County Recorder of Deeds within ten (10) days after its execution.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have set their hands and seals hereto on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

VILLAGE:

Village of Huntley, an Illinois home rule municipality

Village President

Attest:

Village Clerk

OWNER

S&E INVESTMENT, LLC-SERIES 7, an Illinois limited liability company

By: _____
[NAME, TITLE]

Attest:

EXHIBIT A
Legal Description of the Property

PARCEL 1 (the “Unit Two Land”):

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, EXCEPTING THEREFROM THE NORTH 40 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER CONVEYED TO COMMONWEALTH EDISON COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 2000R0039458, IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPTING THEREFROM CIDER GROVE UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 34 AND SECTION 35 IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 8th 2005 AS DOCUMENT NO. 2005R0075774, IN MCHENRY COUNTY, ILLINOIS.

PINS: 18-34-200-007 (Part of the Southeast 1/4 of the Northeast 1/4 Lying East of Leland Lane; South of Central Park Boulevard and North of Lot 26 Cider Grove Unit 1) and 18-35-100-007 (Affects the West 1/2 of the Northwest 1/4 except the North 40 Feet and Except that part of Outlot F in Cider Grove Unit 1 & Except Part in Central Park Boulevard)

c/k/a Approximately 79.54 acres vacant land generally located north of Dundee Road and East of Leland Lane, Huntley, IL

PARCEL 2 (the “Unsold Unit One Lots”):

LOTS 1, 2, 3, 4, AND 6 IN CIDER GROVE UNIT ONE, BEING A SUBDIVISION OF PART OF SECTIONS 34 AND 35 IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2005 AS DOCUMENT 2005R0075774, IN MCHENRY COUNTY, ILLINOIS.

PINS: 18-34-429-028 (Lot 1); 18-34-429-027 (Lot 2); 18-34-429-026 (Lot 3); 18-34-429-025 (Lot 4); 1834-429-023 (Lot 6)

c/k/a: 10245 Hopkins Street, Huntley, IL (Lot 1)
10235 Hopkins Street, Huntley, IL (Lot 2)
10225 Hopkins Street, Huntley, IL (Lot 3)
10115 Hopkins Street, Huntley, IL (Lot 4)
10185 Hopkins Street, Huntley, IL (Lot 6)

EXHIBIT B

Depiction of the Property

See attached ALTA survey

**AN ORDINANCE AMENDING A SPECIAL USE PERMIT FOR A
PLANNED UNIT DEVELOPMENT (“PUD”) IN THE RE-1 PUD DISTRICT AND
GRANTING AMENDED PRELIMINARY PUD AND SUBDIVISION APPROVALS
FOR A PHASED RESIDENTIAL DEVELOPMENT
(Cider Grove Residential Subdivision – Unit 2 and Lots 1-4 & 6 of Unit 1)**

Ordinance (O)2021-06.xx

WHEREAS, S&E Investment, LLC-Series 7, an Illinois limited liability company (“*Owner*”) is the record owner of: (i) an approximately 79.5 acre tract of land located within the Village, which land is legally described as the “Unit Two Land” on Exhibit A to this Ordinance (the “*Unit Two Land*”); and (ii) five buildable single family lots in Cider Grove Residential Subdivision Unit One, which lots are legally described as the “Unsold Unit One Lots” on Exhibit A to this ordinance (the “*Unsold Unit One Lots*,” and collectively with the Unit Two Land, the “*Property*”); and

WHEREAS, D.R. Horton, Inc.-Midwest, a California corporation (“*Developer*”) is the contract purchaser and prospective developer of the Property; and

WHEREAS, the Property is part of a residential planned unit development (“*PUD*”) commonly known as Cider Grove, which was previously zoned and granted certain PUD and subdivision approvals pursuant to Village Ordinance No. (O) 2005-01.08, dated January 27, 2005, and Village Ordinance No. (O) 2005-08.69, dated August 26, 2005 (collectively, the “*Original PUD Ordinance*”); and

WHEREAS, pursuant to the Original PUD Ordinance, the portion of the Cider Grove PUD, known as Cider Grove Unit One, received final PUD and subdivision plat approvals from the Village and was subsequently developed with single-family residential dwellings and related facilities; and

WHEREAS, the Unsold Unit One Lots are subdivided, development-ready single-family residential lots within Cider Grove Unit One, but the Unsold Unit One Lots remain undeveloped and have not been sold to residential purchasers; and

WHEREAS, no final PUD plans or final plat of subdivision have been approved for the Unit Two Land, and the development of the Unit Two Land as contemplated by the Original PUD Ordinance has not proceeded; the Unit Two Land remains unsubdivided, vacant, and undeveloped; and

WHEREAS, pursuant to Ordinance (O)2021- , the Village Board approved a Development Agreement with Owner and Developer (the “*Development Agreement*”) related to the development and use of the Property; and

WHEREAS, Developer now desires to purchase the Property and thereafter, consistent with the Development Agreement: (i) develop the Unit Two Land as a residential subdivision containing a maximum of 180 single-family residential lots with a minimum lot size of 8,450 square feet and related common improvements, including stormwater management and detention facilities, public street and right-of-way improvements, parks, open space, and landscaping; and (ii) use and develop the Unsold Unit One Lots for one model home and related temporary parking and signage relating to the development and sale of residential lots on the Unit Two Land (collectively, the “*Proposed Development*”); and

WHEREAS, Owner and Developer have applied to the Village for an amendment to the Original PUD Ordinance as it applies to the Property, approval of amended preliminary PUD plans for the Proposed Development, and approval of a preliminary plat of subdivision for the Unit Two Land (collectively, the “**Requested Relief**”); and

WHEREAS, in furtherance of the application for the Requested Relief, Developer has submitted to the Village the following plans, materials, and information:

- (i) Preliminary Plat of Subdivision for Cider Grove Unit Two dated December 18, 2020 prepared by Compass Surveying, Ltd (with last revision date of March 23, 2021) (“**Preliminary Subdivision Plat**”);
- (ii) Preliminary Engineering Plans for Cider Grove Unit Two dated December 24, 2020 prepared by Cage Civil Engineering (with last revision date of March 22, 2021);
- (iii) Preliminary Landscape Plans for Cider Grove Unit Two dated January 10, 2021 prepared by Gary R. Weber Associates, Inc. (with last revision date of March 22, 2021);
- (iv) Architectural building elevations dated March 22, 2021 prepared by Premier Architecture, Inc. (with last revision date of March 22, 2021);
- (v) Preliminary Signage Plan dated January 5, 2021 prepared by Signs3, Inc. (with last revision date of January 13, 2021);
- (vi) Park Improvements Plans dated May 14, 2021 prepared by Gary R. Weber Associates, Inc. (with last revision date of May 14, 2021); and
- (vii) Phasing Exhibit dated March 23, 2021 prepared by Gary R. Weber Associates (with a last revision date of March 23, 2021);

copies of which are attached hereto as Exhibit B (collectively the “**Plans**”); and

WHEREAS, Developer proposes to complete the Proposed Development in up to four phases, as depicted on the Plans; and

WHEREAS, pursuant to notice duly published, the Huntley Plan Commission (“**PC**”) conducted a public hearing on April 26, 2021 for the purpose of hearing and considering testimony on the Requested Relief; and

WHEREAS, the PC, having fully heard and considered the testimony by all those attending the public hearing who wished to testify, made the following findings:

- A. The Property is located within the Village of Huntley and zoned in the Village’s “RE-1” Residential Estate District.
- B. The Unsold Unit One Lots consist of five subdivided, buildable residential lots located within Cider Grove Unit One. Pursuant to the Original PUD Ordinance, the Unsold Unit One Lots are zoned for development of detached single-family residences.

- C. The Unit Two Land consists of approximately 79.5 acres of unsubdivided and undeveloped land. Pursuant to the Original PUD Ordinance, the Unit Two Land was granted a special use permit and preliminary approvals for development as a single-family residential subdivision. However, no final PUD or subdivision approvals were granted for development of the Unit Two Land.
- D. The Developer now desires to develop the Property with the Proposed Development in accordance with the Plans for purposes of: (i) constructing a maximum of 180 single-family residences and related public and private improvements on the Unit Two Land; and (ii) using and developing the Unsold Unit One Lots for one model home and related temporary parking and signage relating to the development and sale of residential lots on the Unit Two Land.
- E. In furtherance of the Proposed Development, Owner and Developer have submitted an application to the Village for the Requested Relief.
- F. With respect to the Requested Relief, the evidence presented demonstrates that, subject to the conditions hereinafter set forth, the Proposed Development and the Property:
- i) Are presently under unified ownership and control; Owner is the owner of the entire Property, and Developer is the contract purchaser of the entire Property;
 - ii) Will be adequately served by the Village's public water and public sanitary sewer systems, and all necessary utility mains and facilities will be located in appropriate easements or public rights-of-way;
 - iii) Will be adequately served by off-street parking facilities that comply with all applicable regulations under the Zoning Code;
 - iv) Will be adequately served by streets and traffic improvements that are appropriately designed in accordance with the Village's Subdivision Regulations;
 - v) Will provide adequate setbacks in conformity with the Zoning Code and good site planning practices;
 - vi) Will conform to all applicable height limitations for structures within the Proposed Development;
 - vii) Are of sufficient size and shape to be planned and developed in a unified and coordinated manner consistent with the objectives for PUDs;
 - viii) Will be subject to appropriate bonds or letters of credit to cover the costs of required public improvements;
 - ix) Will provide sufficient land for stormwater management, landscaping and buffering, open space, and wetland preservation and will provide for sufficient maintenance of such spaces; and
 - x) Will be subject to sufficient covenants and restrictions that are enforceable by the Village.

G. The evidence presented demonstrates that the Plans for the Proposed Development are appropriate for approval as preliminary PUD plans pursuant to Section 156.070(E)(2) of the Zoning Code and approval as a preliminary plat of subdivision pursuant to Section 155.220 of the Subdivision Regulations, subject to the terms and conditions hereinafter set forth.

WHEREAS, based on such findings, the PC recommended that the Village President and Board of Trustees approve the Requested Relief, subject to certain conditions as set forth in this Ordinance; and

WHEREAS, the President and Board of Trustees, having considered the Owner and Developer's application for the Requested Relief, the public hearing record, and the findings and recommendation of the PC, have determined that it is in the best interest of the Village and its residents to grant the Requested Relief, subject to the terms and conditions of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION ONE: **Recitals.** The foregoing recitals are incorporated into this Ordinance as if fully set forth in this section.

SECTION TWO: **Amendment to Original PUD Ordinance and Preliminary PUD and Subdivision Approvals.** Pursuant to Section 156.070 of the Village's Zoning Code, Section 155.220 of the Village's Subdivision Regulations, the Village's home rule powers, and other applicable authority, and subject to the limitations and the conditions set forth in Section Three of this Ordinance, including without limitation Developer's further application for and receipt of final PUD and subdivision approvals for the Proposed Development, the Original PUD Ordinance is hereby amended with respect to the Property as follows:

- i) To grant Owner and Developer an amended special use permit ("***SUP***") for a PUD authorizing the Proposed Development on the Property in substantial conformance with the Plans;
- ii) To approve the Plans as amended preliminary PUD plans for the Proposed Development on the Property; and
- iii) To approve the Preliminary Subdivision Plat as a preliminary plat of subdivision for the Unit Two Land.

The amended SUP and preliminary PUD approvals granted by this Ordinance, and the terms and conditions set forth herein, shall supersede the preliminary PUD approvals and related conditions previously granted by Section I of Ordinance No. (O) 2005-01.08 and Section I of Ordinance No. (O) 2005-08.69, to the extent that such prior approvals apply to the Property. Additionally, the Preliminary Subdivision Plat shall supersede any and all preliminary plats of subdivision previously approved for the Unit Two Land.

SECTION THREE: **Conditions on Approval.** The approvals granted by this Ordinance shall be, and are hereby, subject to and limited by the following conditions, the violation of any of which shall be deemed violations of both this Ordinance and the Zoning Code:

- A. **Development Agreement.** Pursuant to Sections 156.070(K) and 156.090 of the Zoning Code, the approvals set forth in this Ordinance are hereby conditioned upon Owner and Developer's execution and

recordation of, and compliance with, the Development Agreement. Any violation by Owner or Developer, or their successors and assigns, of the Development Agreement shall be deemed a violation of this Ordinance and the Zoning Code.

- B. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in the Development Agreement, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all approvals, permits (including without limitation building permits, stormwater permits, temporary use permits, and sign permits), and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law and the Development Agreement, and all conditions of this Ordinance precedent to such work have been fulfilled.
- C. Required Modifications to Preliminary Plans. Notwithstanding the preliminary PUD, plan, and plat approvals granted by this Ordinance, the Plans shall be subject to modifications approved in writing by the Village Manager in consultation with the Village Engineer as required to address the Engineering and Plan Review Conditions attached hereto as Exhibit C and such other minor modifications as may be required for conformity with the Development Agreement or applicable regulatory requirements. Following the Village Manager's written approval of any such modifications, the approved modifications shall be deemed to be incorporated into the relevant Plans without further amendment to this Ordinance and shall thereafter be deemed part of the Plans for purposes of this Ordinance.
- D. Final PUD and Subdivision Approvals. Prior to beginning any development work on the Property (except for certain at-risk "early start" work as expressly authorized by the Development Agreement), Developer, or its successors in title and interest to the Property, shall submit to the Village for review and approval one or more final subdivision plats and final PUD plan sets (collectively, "**Final Plans**") for the Proposed Development. Submission of the Final Plans may be phased in accordance with the Plans and the Development Agreement; provided, however, that Developer shall commence at least the first phase of the Proposed Development within the time required by Section 156.070(I) of the Zoning Code. The Final Plans (or each phase thereof): (i) shall be in substantial conformity with the Plans, subject to such modifications to the Plans as are required or permitted by this Ordinance; (ii) shall conform to all applicable Village ordinances and other requirements of law, except as otherwise expressly provided in this Ordinance or the Development Agreement; and (iii) shall include all submittals required by the Village's Zoning Code and Subdivision Regulations for final PUD review and final subdivision plat review (as applicable). This Ordinance shall be null and void as applied to any portion of the Property for which Developer does not file complete Final Plans for Village review and approval during the term of the Development Agreement, as it may be amended from time to time.
- E. Unit 2 CCRs. Prior to or at the same time as recordation of a final subdivision plat for the Unit Two Land, or the first phase of development thereon, Developer (or its successor in title to the Unit Two Land) shall record a declaration of covenants, conditions, and restrictions against the Unit Two Land (the "**Unit 2 CCRs**"), which Unit 2 CCRs shall be in a form satisfactory to the Village and shall be subject to the review and approval of the Village Attorney in accordance with the Development Agreement.

- F. Compliance with Plans. The Proposed Development, or any phase thereof as authorized by this Ordinance and the Development Agreement, and all improvements on the Property shall be constructed, located, installed, and maintained in strict conformity with the approved Final Plans.
- G. Security Requirements. Prior to obtaining any permits for work on the Property or beginning any such work, Developer shall deliver to the Village performance and payment bonds, letters of credit, and other security as required by the Development Agreement and in a form satisfactory to the Village Manager in consultation with the Village Engineer and/or Village Attorney. For any permits sought after the expiration or termination of the Development Agreement, Developer shall deliver such performance, payment, and other security as may be required by the Village's Subdivision Regulations or other Village codes and ordinances in effect at the time the permit application is made.
- H. Impact and Development Fees; Park Site Dedication. Developer shall pay all impact and development-related fees and make all public land donations as required by the Development Agreement. Developer shall satisfy the Village's park site and impact fee requirements by: (i) dedicating to the Huntley Park District, at no cost, the approximately 5.7-acre parcel labeled as "Park" on the Plans (the "**Park Site**"); and (ii) installing park improvements on the Park Site in accordance the Development Agreement and the approved Final Plans.
- I. Water Service. Potable water service for the Proposed Development shall be provided through the Village's public water system. Developer shall, at its sole expense, be responsible to construct all necessary improvements to extend water service to the Proposed Development in accordance with the approved Final Plans and as required by the Development Agreement.
- J. Sanitary Sewer Service. Sanitary sewer service for the Proposed Development shall be provided through the Village's public sanitary sewer system. Developer shall, at its sole expense, be responsible to construct all necessary improvements to extend sanitary sewer service to the Proposed Development in accordance with the approved Final Plans and as required by the Development Agreement.
- K. Public Improvements. Developer, at its sole cost and expense, shall be responsible to construct and dedicate to the Village or other public bodies, as applicable, all road, right-of-way, utility, and other public improvements, easements, and rights-of-way as required for the Proposed Development in accordance with the Development Agreement and the approved Final Plans. For all public improvements dedicated to the Village, Developer shall deliver to the Village maintenance security as required by the Development Agreement and in a form satisfactory to the Village Manager in consultation with the Village Engineer and/or Village Attorney.
- L. Special Service Area. Prior to, and as a condition precedent to, recordation of a final subdivision plat for the Unit Two Land, or the first phase of development thereon, a "back-up" maintenance special service area ("**SSA**") shall be established upon the Unit Two Land as required by the Development Agreement, which SSA shall provide for the levy of SSA taxes on an *ad valorem* basis, but only if and when necessary to provide for reimbursement or payment of costs incurred by the Village to provide for proper maintenance or repair of common improvements within the Proposed Development.

- M. Continued Effect of Original PUD Ordinance. Except as expressly modified by this Ordinance with respect to the Property, the Original PUD Ordinance [being Ordinance Nos. (O)2005-01.08 and (O)2005-08.69] shall remain in full force and effect. To the extent that any terms of this Ordinance conflict with the terms of said Original PUD Ordinance as applied to the Property, the terms of this Ordinance shall supersede and control.
- N. Compliance with Laws. Except as otherwise expressly provided in this Ordinance, the Village's Zoning Code, Subdivision Regulations, and all other applicable ordinances and regulations shall continue to apply to the Proposed Development and the Property. The development and use of the Property shall comply with all applicable laws, regulations, and ordinances of all federal, state, and local governments and agencies having jurisdiction (including without limitation regulations relating to wetlands and stormwater management and drainage).
- O. Amendments. To the extent not prohibited by the Illinois Plat Act, the Huntley Village Code, or other applicable law, any future applications to amend this Ordinance or to subdivide the Unit Two Land shall be required to be made and authorized only by the then owner or owners of the property legally described in such application.
- P. Fees and Costs. Developer shall pay all fees as set forth in the Development Agreement. In addition, Developer shall reimburse the Village for all of its costs (including engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or enforcement of this Ordinance. Any of the aforesaid amounts not paid within 60 days after delivery of a demand in writing for such payment shall, along with the interest at a rate of 1% per month and costs of collection (including reasonable attorneys' fees), become a lien upon the Property, which lien will be subordinate to any prior recorded liens of any unrelated third-party mortgage lender on the Property or applicable portion thereof. The Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate.
- Q. Binding Effect/Successors and Assigns. The rights and obligations set forth in this Ordinance shall run with the land and be binding on Owner and Developer and any and all of their successors and assigns to all or any portion of the Property; provided, however, that the obligations of Owner and Developer under the Development Agreement shall not apply to individuals or entities who purchase an individual residential dwelling unit or lot for personal use. To the extent that Developer assigns its right to acquire the Property, or any portion(s) thereof, to one or more third-party assignees or nominees (each an "*Assignee*"), then Developer shall cause each Assignee to execute and record, and Developer shall deliver to the Village, an Acknowledgment Agreement as required by the Development Agreement. Each Acknowledgment Agreement shall be in a form acceptable to the Village and provide that the Assignee acknowledges: the execution and recordation of the Development Agreement; the approval of this Ordinance; that the Assignee is acquiring title to the Property as the assignee of Developer under both the Development Agreement and this Ordinance; and that the Assignee will succeed to all rights and obligations of "Owner" and "Developer" under the Development Agreement and this Ordinance that apply to the Property acquired by the Assignee.

SECTION EIGHT: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this

Ordinance shall be of no force or effect unless and until: (i) the Development Agreement has been fully executed and recorded; (ii) Developer (or its Assignee) acquires fee simple title to the Property and delivers a copy of the recorded deed or other evidence of good title to the Village together with any Acknowledgement Agreement(s) as required by this Ordinance; and (iii) Developer and its Assignee(s), if applicable, have caused duly authorized persons to execute and thereafter file with the Village their unconditional agreement and consent, in the form attached hereto as Exhibit D. Notwithstanding anything in this Ordinance to the contrary, if Developer or its Assignee does not acquire fee simple title to the Property and thereafter deliver a copy of the recorded deed or other evidence of good title to the Village within 12 months after the effective date of the Development Agreement, then this Ordinance shall be null and void. Additionally, if Developer does not deliver to the Village the fully executed unconditional agreement and consent within 30 days after Developer or its Assignee acquires title to the Property, then the Village Board may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke all approvals granted in this Ordinance. Upon this Ordinance having full force and effect it shall be recorded in the Office of the McHenry County, Illinois Recorder of Deeds.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Goldman	_____	_____	_____	_____
Trustee Holzkopf	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Kittel	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Westberg	_____	_____	_____	_____

PASSED and APPROVED this 10th day of June, 2021.

APPROVED:

ATTEST :

Village President

Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

Unit Two Land:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, EXCEPTING THEREFROM THE NORTH 40 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER CONVEYED TO COMMONWEALTH EDISON COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT 2000R0039458, IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN. EXCEPTING THEREFROM CIDER GROVE UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 34 AND SECTION 35 IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 8th 2005 AS DOCUMENT NO. 2005R0075774, IN MCHENRY COUNTY, ILLINOIS.

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c/k/a Approximately 79.54 acres vacant land generally located north of Dundee Road and East of Leland Lane, Huntley, IL

Unsold Unit One Lots:

LOTS 1, 2, 3, 4, AND 6 IN CIDER GROVE UNIT ONE, BEING A SUBDIVISION OF PART OF SECTIONS 34 AND 35 IN TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2005 AS DOCUMENT 2005R0075774, IN MCHENRY COUNTY, ILLINOIS.

PINS: 18-34-429-028 (Lot 1); 18-34-429-027 (Lot 2); 18-34-429-026 (Lot 3); 18-34-429-025 (Lot 4); 1834-429-023 (Lot 6)

c/k/a: 10245 Hopkins Street, Huntley, IL (Lot 1) 10235 Hopkins Street, Huntley, IL (Lot 2)

10225 Hopkins Street, Huntley, IL (Lot 3)

10115 Hopkins Street, Huntley, IL (Lot 4)

10185 Hopkins Street, Huntley, IL (Lot 6)

EXHIBIT B
PLANS

EXHIBIT C

ENGINEERING AND PLAN REVIEW CONDITIONS

1. Homes constructed on Lots 102-112 and Lots 115-118 of Unit 2 and Lots 1,2,3,4 and 6 of Unit 1 are required to include the following features as standard on the rear building elevations:
 - a. 4/4x4” wood window surrounds and corner boards and 4/4x8” frieze boards
 - b. Window grills
 - c. Either shutters around the windows or a bay window at the first floor
2. The park design shall be submitted as part of the application for final planned unit development/final plat of subdivision.
3. All public improvements and site development must occur in full compliance with the submitted plans (see list of exhibits) and all other applicable Village Municipal Services (Engineering, Public Works, Planning and Building) site design standards, practices and permit requirements.
4. The petitioner will comply with all final engineering revisions to be approved by the Village Engineer and Development Services Department.
5. The Village of Huntley will require adherence to Illinois drainage law and best management practices for stormwater management. The petitioner, its agents and assignees are responsible for not increasing the rate of stormwater runoff and will be required, to the extent practicable, to minimize any increase in runoff volume through “retention” and design of multi stage outlet structures.
6. The petitioner is required to meet all development requirements of the Huntley Fire Protection District.

EXHIBIT D
UNCONDITIONAL AGREEMENT AND CONSENT

Pursuant to Section [REDACTED] of Huntley Ordinance No. (O)2021-__ and to induce the Village of Huntley to grant the approvals provided for in such Ordinance, the undersigned acknowledge for the Developer and its successors and assigns in title to the Property that the Developer:

1. has read and understands all of the terms and provisions of said Ordinance No. (O)2021-__;
2. hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of Ordinance No. (O) 2021-__ and any amendments thereto; the Huntley Zoning Code; and all other applicable codes, ordinances, rules, and regulations;
3. acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any approvals or permits for the use of the Property or the Proposed Development, and that the Village's issuance of any approval or permit does not, and shall not, in any way, be deemed to insure the Developer against damage or injury of any kind and at any time;
4. acknowledges that all public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right;
5. agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of these parties in connection with the Property, the Proposed Development, or any Village action respecting the Proposed Development of the Property or the Requested Relief, including without limitation the adoption of this Ordinance or granting the approvals to the Owner and Developer pursuant to the Ordinance (or claims relating to any ordinance or code provision pursuant to which the Requested Relief is otherwise authorized), except as may arise from the Village's gross negligence or willful misconduct, and provided that the Village shall assert its available immunities in connection with such claims. In the event that the Village elects to retain separate counsel in defense of any such claims, Developer hereby agrees to reimburse the Village for its attorneys' fees and costs incurred in connection of such defense of claims; and
6. represents and acknowledges that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Developer.

[SIGNATURES ON FOLLOWING PAGE]

D.R. HORTON, INC.-MIDWEST

By: _____

Its: _____

ATTEST:

[ASSIGNEE]

By: _____

Its: _____

ATTEST:
