

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Mari Johnson Rick Montalto Thomas Renk</p>
--	---	---

February 01, 2011  
Regular Board Meeting  
6:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearings
  - a. None
5. Appointments and Presentation
  - a. Proclamation: National Engineers Week
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
  - a. Approval: Minutes of the January 11 and 19, 2011 Meetings
  - b. Approval: Vouchers
  - c. Resolution: Extending the Animal Control Services Agreement
  - d. Resolution: Authorizing Entering Into a Agreement for the Enforcement of Statutory Police Services – Rolling Oaks
  - e. Ordinance: Adopting an Identity Protection Policy
8. General Business
  - a. Ordinance: Amending the Meadowridge Villas Annexation Agreement
9. New Business
  - b. None
10. Reports
  - a. Staff Reports
  - b. Trustee Reports
  - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

February 01, 2011  
Committee of the Whole Meeting  
Cancelled

---

---

**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

---

---

**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRADLEY A. SAUER, CHIEF OF POLICE  
**SUBJECT:** KANE COUNTY ANIMAL CONTROL AGREEMENT  
**AGENDA:** FEBRUARY 1, 2011 REGULAR BOARD MEETING  
**DATE:** JANUARY 11, 2011

---

**ISSUE**

Should the Village Board approve a Resolution to renew an Intergovernmental Agreement with Kane County for Animal Control Services.

**DISCUSSION**

On April 1, 2008, the Village Board approved an Intergovernmental Agreement with Kane County for Animal Control Services. The agreement took more than a year to complete. The agreement that was approved yielded a document similar to the way it had always been. In accordance with the agreement; Section 8. Effective Date; Termination. *This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until April 30, 2011 with two one-year renewal options that shall be subject to the following condition: that the Municipality has been and is actively participating in animal control services and facility planning activities that are to be convened and coordinated by the Metro West Council of Governments, (Metro West). The municipality shall notify the county in writing, not less than 60 days prior to the expiration date of its intent to exercise each renewal option.* Therefore, if the Board wishes to continue with the Agreement we must approve and transmit a copy of this Resolution to Kane County before March 1, 2011.

**COST**

The only cost to the Village will be if we have Kane County Animal Control pick up an animal and it is not reclaimed by the owner. Over the past three years we have averaged 10 pick-ups per year, at an average annual cost of \$1,350 per year for animals that were picked up, but not claimed by their owner. Attorney time to create the Resolution will be borne by Metro West.

**RECOMMENDATION**

It is recommended that the Village Board approve this Resolution renewing the Animal Control Agreement with Kane County for one year.

**RESOLUTION NO. 20110201A**

**A Resolution Exercising an Option to Renew for One Year, an Intergovernmental Agreement with the County of Kane for Animal Control Services**

**WHEREAS**, the Village previously entered into an Intergovernmental Agreement with the County of Kane for Animal Control Services dated April 1, 2008 (“Agreement”), and

**WHEREAS**, the Agreement allows the Village to extend said contract term from April 30, 2011 to April 30, 2012 and additional one year (and thereafter for a further additional one year), and

**WHEREAS**, Village has determined it is in the best interests of the citizens of the Village to trigger the renewal of the Agreement for an additional one year,

**THEREFORE, BE IT RESOLVED** by the Village President and the Board Trustees of the Village of Sugar Grove as follows:

- 1) The Village hereby exercises the first (of two) one year options for said Agreement contained in Section 8 thereof and confirms that it has been actively participating in animal control services and facility planning activities.
- 2) That the Village President is authorized to execute and send a written notice to the County of Kane triggering the extension of the Agreement pursuant to Section 8 of the Agreement.

This resolution shall be in full force and effect from and after its passage, approval as provided by law.

PASSED AND APPROVED the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 1<sup>st</sup> day of February, 2011.

---

P. Sean Michels,  
 President of the Board of Trustees  
 of the Village of Sugar Grove, Kane  
 County, Illinois

ATTEST: \_\_\_\_\_  
 Cynthia L. Galbreath,  
 Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Mari Johnson	___	___	___	___
Trustee Thomas Renk	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**ORDINANCE NO.**

---

**A ORDINANCE ADOPTING AN IDENTITY PROTECTION POLICY  
FOR THE VILLAGE OF SUGAR GROVE**

---

Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 1st day of February, 2011.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 1st day of February, 2011.

**ORDINANCE NO. 2011-02-01A**

**A ORDINANCE ADOPTING AN IDENTITY PROTECTION POLICY  
FOR THE VILLAGE OF SUGAR GROVE**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows;

**WHEREAS**, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

**WHEREAS**, the Village is subject to the provisions of the Illinois Identity Protection Act, 5 ILCS 179/1, *et. seq* (hereafter “the Act”); and,

**WHEREAS**, the Village is obligated to adopt an Identity Protection Policy and to adhere to certain other requirements of the Act; and,

**WHEREAS**, the President and Board of Trustees of the Village are desirous of adopting such a policy and have determined that acting in accordance with the requirements of the Act is in the public interest;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

**SECTION ONE:**

The Identity Protection Policy attached hereto as Exhibit A is hereby adopted as an official policy of the Village, pursuant to the requirements of 5 ILCS 179/1, *et. seq.* The Village Administrator is hereafter authorized to amend such policy as shall be required, from time to time, to adhere to the applicable requirements of law. Upon the adoption of any such amendment, the Village Board shall be informed of the change, and shall have the authority to accept or reject the amendment.

**SECTION TWO: GENERAL PROVISIONS**

**REPEALER:** All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

**SEVERABILITY:** Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

**EFFECTIVE DATE:** This Ordinance shall be in full force and effect on and after its approval, passage and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 1st day of February, 2011.

\_\_\_\_\_  
P. Sean Michels,  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath,  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Mari Johnson	___	___	___	___
Trustee Thomas Renk	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___

,

*ORDINANCE NO. 2011-02-01A*  
**EXHIBIT A - Identity Protection Policy**



## **Identity Protection Policy**

1. Identity Protection Policy Adopted: By approval of this Identity Protection Policy ("Policy"), the Village of Sugar Grove hereby complies with the applicable requirements of the Illinois Identity Protection Act, 5 ILCS 179/1, *et. seq.* This Policy shall supersede any contrary provision of applicable Village Codes, Ordinances, or Regulations.
2. Conduct Prohibited: No Village Employee, Official, Contractor or other representative of the Village shall:
  - A. Publicly post or publicly display in any manner an individual's social security number.
  - B. Print an individual's social security number on any card required for the individual to access products or services provided by/through the Village.
  - C. Require an individual to transmit his or her social security number over the Internet, unless the connection is secure or the social security number is encrypted.
  - D. Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision in this Section to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under this Section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.

- E. Collect, use, or disclose a social security number from an individual, unless (i) required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of that agency's duties and responsibilities; (ii) the need and purpose for the social security number is documented before collection of the social security number; and (iii) the social security number collected is relevant to the documented need and purpose.
- F. Require an individual to use his or her social security number to access an Internet website.
- G. Use the social security number for any purpose other than the purpose for which it was collected.
- H. Encode or embed a social security number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the social security number as required by this Policy.

3. Exceptions: The conduct prohibited by virtue of Section 2 of this Policy, above, shall not be prohibited under the following circumstances:

- A. The disclosure of social security numbers to agents, employees, contractors, or subcontractors of the Village or disclosure by the Village to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the Village must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Act on a governmental entity to protect an individual's social security number will be achieved.
- B. The disclosure of social security numbers pursuant to a court order, warrant, or subpoena.
- C. The collection, use, or disclosure of social security numbers in order to ensure the safety of: State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.
- D. The collection, use, or disclosure of social security numbers for internal verification or administrative purposes.

- E. The disclosure of social security numbers by a State agency to any entity for the collection of delinquent child support or of any State debt or to a governmental agency to assist with an investigation or the prevention of fraud.
- F. The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.
- G. The collection, use or disclosure of social security numbers as expressly required by State or Federal law, rule or regulation.
- H. The disclosure of information that is recorded by a county recorder, is a part of a court record, or is otherwise required to be open to the public under any applicable rules, laws or regulations.

4. Freedom of Information Act Requests and Other Requests for Information: Notwithstanding any other provision of this Policy to the contrary, the Village shall comply with the provisions of any other State law, including the Freedom of Information Act, with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's social security number. The Village shall redact social security numbers from the information or documents before allowing the public inspection or copying of the information or documents. Further, this Policy shall not abridge the right of any employee of the Village to access or view his/her own employment records, to the extent any other law or policy may grant such a right.

5. Personnel and Training Restrictions: The following restrictions shall be applicable to all employees, contractors, agents and representatives of the Village:

- A. Any current employees of the Village, identified as having access to social security numbers in the course of performing their duties, shall immediately be trained to protect the confidentiality of social security numbers. Training shall include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information. After the date of adoption of this policy, any new employee of the Village who is identified as having access to social security numbers in the course of performing their duties, or any current employee who, due to a change in job assignments, gains access to social security numbers in the course of performing their duties, shall receive the foregoing training prior to being permitted to access such data.

- B. Only employees who are required, by virtue of applicable laws or regulations or by virtue of their job assignments and duties, to use or handle information or documents that contain social security numbers shall be permitted to have access to such information or documents.
- C. Any form or other method by which social security numbers are requested from an individual shall be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.
- D. When collecting a social security number or upon request by the individual from which disclosure is sought, the Village employee or representative requesting the disclosure of the social security number shall provide a statement of the purpose or purposes for which the Village is collecting and using the social security number.
- E. All Village employees shall be informed and trained as to the existence and requirements of this Policy, and the Village shall make a copy of the policy available to each of its employees. The Village shall also make this Policy available to any member of the public, upon request.

---

---

**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

---

---

**TO:** VILLAGE PRESIDENT MICHELS & BOARD OF TRUSTEES  
**FROM:** CYNTHIA L. GALBREATH, VILLAGE CLERK  
**SUBJECT:** ORDINANCE: ADOPTING AN IDENTITY PROTECTION POLICY  
**AGENDA:** FEBRUARY 01, 2011 REGULAR BOARD MEETING  
**DATE:** JANUARY 27, 2011

---

**ISSUE**

Does the Village Board desire to adopt an identity protection policy.

**DISCUSSION**

Illinois recently passed the Identity Protection Act, which requires all units of local government to adopt an Ordinance Establishing an Identity Protection Policy. The Act became effective July 1, 2010 and all local government agencies must approve an Identity Protection Policy by June 1, 2011.

The Identity Protection Act, restricts the use of Social Security Numbers (SSN's) by: prohibiting a person, state or local government agency from publicly posting or displaying the SSN; printing the SSN on cards required for access to products or services; requiring an individual to transmit his or her SSN over the internet without a secure connection, or encryption of the SSN; or printing a SSN on mailed materials. The Act allows state or local government agencies to collect, use or disclose a SSN only when required by state or federal law.

Should a SSN be requested the need and purpose for the SSN must be documented before the request, and the SSN collected must be relevant to this specified need and purpose. There are exceptions to this rule. For example, the Act does not apply to the use of SSNs or other identifying information for internal verification or administrative purposes. State and local government agencies must comply with other state laws which allow public inspection and copying of information and documents that contain SSNs— however, the SSN must be redacted by the agency. Further, the Act does not apply to documents that are recorded by the county recorder or required to be open to the public under any law, rule or the Constitution of the state of Illinois.

The Village Attorney has drafted an Ordinance acknowledging compliance with the Act and setting an identity protection policy (attached). Included in the proposed policy is the requirement that all employees having access to SSNs be trained and that only those employees who are required to use or handle documents or information containing SSNs be allowed access to records containing SSN's. An intentional violation of the Identity Protection Act will result in an issuance of a Class B misdemeanor. Class B

misdemeanors are punishable by up to six months in jail and a fine of up to \$1,500. The policy must be implemented within 12 months after adoption.

**COSTS**

There is no cost for adoption or implementation of the policy. The associated costs for the drafting of the ordinance and the policy are approximately \$175.00 which is contained in Legal Services 01-50-6301 which has a current balance of \$3,450.00.

**RECOMMENDATION**

That the Village Board Adopts Ordinance 2011-02-01A, An Ordinance Adopting an Identity Protection Policy for the Village of Sugar Grove



*Proclamation  
2011 National Engineers Week*

*WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to improve society's quality of life; and*

*WHEREAS, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disasters to revolutionizing our infrastructure and technical progress;*

*WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge;*

*WHEREAS, we look more than ever to Engineers and their knowledge and skills to meet the challenges of the twenty-first century;*

*NOW, THEREFORE, I, P. Sean Michels, President of the Village of Sugar Grove, on behalf of its citizens and Village Officials, do hereby proclaim the week of February 20-26, 2011 to be National Engineers Week in the Village of Sugar Grove, Kane County, Illinois.*

*Dated this 1st day of February 2011.*

---

*P. Sean Michels, Village President*

*Robert Bohler, Trustee*

*Kevin Geary, Trustee*

*Mari Johnson, Trustee*

*Rick Montalto, Trustee*

*Thomas Renk, Trustee*

*Attest: \_\_\_\_\_*

*Cynthia L. Galbreath*

**Meadowridge Villas**  
**Exhibit F Amended - Village Development Related Fees (rev. 1/24/11)**

Valid for a period commencing 02/01/11 and ending 01/31/16, at which time the original **Exhibit F** shall be restored to full force and effect. During the period this amended Exhibit F is in effect this project shall not be eligible for the Village fee reduction program currently in effect and scheduled to end on October 31, 2011. Eligibility for an extension of the existing fee reduction program or future programs will be at the discretion of the Village.

**Permit/Review Fees per Unit**

Fee	Timing of Payment	Amount
Building Permit	Payable per VILLAGE Ordinance	27.00 / 100 sq. ft.
Certificate of Occupancy	Payable per VILLAGE Ordinance	100.00
Unit Engineering Review	Payable per VILLAGE Ordinance	440.00 and Note 1
Water Meter	Payable per VILLAGE Ordinance	Note 2
Plan Review	Payable per VILLAGE Ordinance	10% of Building Permit & Certificate of Occupancy
Post CO Fees	Payable per VILLAGE Ordinance	Note 3

**Donations and Connection Fees per Unit**

Fee/Unit	Timing of Payment	Amount
<b>Village</b>		
Village Capital Improvement Fee	At Building Permit	6,280.00
Village Sewer Connection Fee	At Building Permit	940.00
Village Water Connection Fee	At Building Permit	5,300.00
Village Life Safety – Police	At Building Permit	180.00
Village Life Safety – Streets	At Building Permit	180.00
Village Emergency Warning	At Final Plat	0.00 (Zero)
Village Road Impact Fee	At Building Permit	910.00
Village Commercial Fee	At Building Permit	0.00 (Zero)
Village Transition Fee	At Building Permit	0.00 (Zero)
Additional Development Impact Fee	At Final Plat	0.00 (Zero)
<b>School</b>		
School Land Cash	At Building Permit	0.00 (Zero)
School Capital Impact Fee	At Building Permit	0.00 (Zero)
School Transition Fee	At Certificate of Occupancy	0.00 (Zero)

<b>Park</b>		
Park Land Cash	At Building Permit	0.00 (Zero)
Park Capital Development Fee	At Building Permit	400.00
Park Transition Fee	At Building Permit	0.00 (Zero)
<b>Fire</b>		
Fire Impact Fee	At Building Permit	243.00
Fire Transition Fee	At Building Permit	0.00 (Zero)
<b>Library</b>		
Library Impact Fee	At Building Permit	106.00
Library Transition Fee	At Building Permit	0.00 (Zero)
<b>Township</b>		
Township Transition Fee	At Building Permit	0.00 (Zero)

Note 1 - Said fee may be increased at the discretion of, and by, the Village a maximum of \$20.00 per year beginning May 1, 2011.

Note 2 - Varies by size of meter, amount to be paid shall be that amount set by VILLAGE uniformly throughout VILLAGE. Said fee may be altered and increased at the discretion of, and by, the Village. Fees for a 1" or smaller meter may not increase more than \$10 per year beginning May 1, 2011.

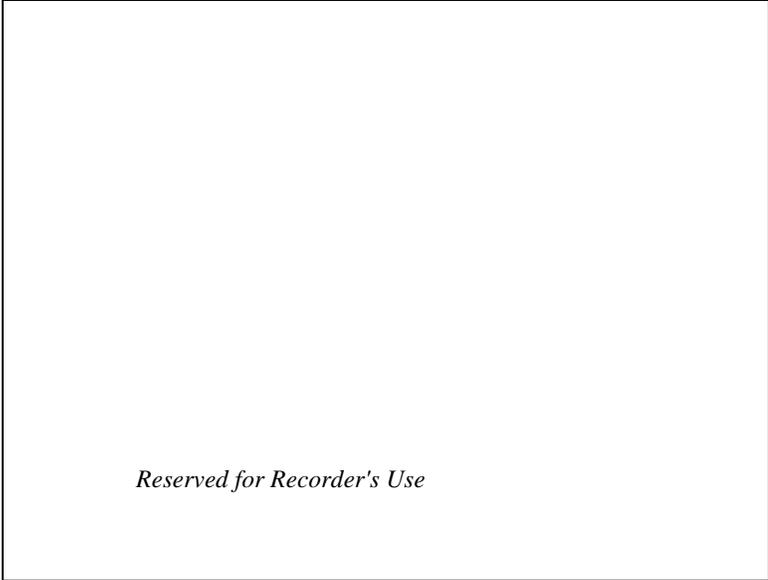
Note 3 - Permit fees permits requested by an end user (a home purchaser rather than a developer) of a residential unit for any purpose after the Certificate of Occupancy is issued shall not be subject to this agreement and may be altered and increased at the discretion of, and by, the Village at any time.

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KANE        )

*Prepared by:*

*Steven A. Andersson  
Mickey, Wilson, Weiler, Renzi & Andersson,  
P.C.  
2111 W. Plum Street, Suite 201  
Aurora, IL 60506*

*Return to after recording:  
VILLAGE Clerk  
VILLAGE of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, IL 60554*



**2<sup>nd</sup> AMENDMENT TO ANNEXATION AGREEMENT**

**(Meadowridge Villas-New Developer)**

This 2<sup>nd</sup> Amendment to Annexation Agreement (the "Amendment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the VILLAGE OF SUGAR GROVE, a municipal corporation (the "VILLAGE") and DRH Cambridge Homes, Inc. (the "CONTRACT PURCHASER" and also referred to as the "NEW DEVELOPER") and Melrose Holdings Inc. (the "BANK"). The above referenced Parties are individually referred to as "Party" and collectively referred to as "Parties." The term "Village Board" shall refer to the Corporate Authorities of the Village of Sugar Grove.

**WITNESSETH**

**WHEREAS**, CONTRACT PURCHASER may purchase and BANK currently owns fee simple interest to portions of the property which is legally described in **Exhibit A**, attached hereto, consisting of approximately 34 acres, more or less (the "Property") and CONTRACT PURCHASER may purchase lots (being a portion of the Property) from BANK under the anticipated take down schedule listed as "**Exhibit A-1**" at which point CONTRACT PURCHASER will (assuming all purchases occur) own all remaining buildable lots; and,

**WHEREAS**, it is the desire of the VILLAGE to amend the annexation agreement for the Property and facilitate its future development pursuant to the terms and conditions of this Amendment and the ordinances of the VILLAGE; and,

**WHEREAS**, all notices required by law relating to this amended annexation agreement of the Property to the VILLAGE have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, the Corporate Authorities of the VILLAGE have duly affixed the time for a public hearing on this Amendment and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding Amended Agreement with respect to the Property and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

**WHEREAS**, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the VILLAGE have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15.1-3 and the ordinances of the VILLAGE relating to the procedure for the authorization, approval and execution of this Amendment by the VILLAGE.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties agree as follows:

**1. NEW DEVELOPER OBLIGATIONS.**

a) CONTRACT PURCHASER acknowledges that upon closing of the purchase of the first take down of property under **Exhibit “A-1”**, it will become for the lots so acquired a “New Developer” and a “Future Lot Owners/Builders” as those terms are used in the 1<sup>st</sup> Amendment to Annexation Agreement recorded in the Kane County Recorder’s Office (“1<sup>st</sup> Amendment”) as document number 2010K0818810. As such, the CONTRACT PURCHASER acknowledges that it shall, upon closing, be responsible for the obligations as noted below under said 1<sup>st</sup> Amendment for the lots purchased by CONTRACT PURCHASER from time to time. Specifically, the obligation for mitigation trees shall be fulfilled as specified in “**Exhibit A-1**” and parkway and sidewalk improvements (and parkway restoration) shall be fulfilled in front of any lots purchased by CONTRACT PURCHASER from time to time. If for any reason, all anticipated acquisition of lots by CONTRACT PURCHASER shall not occur, whosoever does acquire those lots (not acquired by CONTRACT PURCHASER) shall be responsible therefore.

b) All sections of the original annexation agreement recorded in the Kane County Recorder’s Office as document number 2005K092590 for the Property (“original annexation agreement”) and the 1<sup>st</sup> Amendment not specifically affected hereunder shall remain in full force and effect.

c) VILLAGE acknowledges that except for mitigation trees and sidewalks and parkway improvements (and parkway restoration) in front of lots actually purchased by CONTRACT PURCHASER from time to time, all public improvements of the original annexation agreement have been installed and accepted by the VILLAGE.

## **2. FEES, DONATIONS AND CONTRIBUTIONS.**

**Exhibit F** and **Exhibit F-1** of the original annexation agreement for the Property are hereby amended to read as shown on the attached “**Exhibit F Amended**” (**Exhibit F Amended** replaces both **Exhibit F** and **Exhibit F-1** for purposes of this 2<sup>nd</sup> Amendment) for a period commencing with the execution date of this 2nd Amendment and ending five years thereafter, at which time the original **Exhibit F** and **Exhibit F-1** shall be restored to full force and effect and **Exhibit F Amended** shall cease to be of any force and effect. A lot for which a building permit has been issued prior to expiration of said 5 year period and for which construction proceeds in a commercially reasonable fashion, shall be able to utilize amended **Exhibit F Amended**. Any lot for which a building permit has not been issued prior to the expiration of said 5 year period (or for which a building permit has been issued prior to expiration of said 5 year period, but does not proceed with construction in a commercially reasonable fashion) shall not be able to utilize amended **Exhibit F Amended**, but instead shall utilize the original **Exhibit F and Exhibit F-1**.

## **3. ARCHITECTURAL ELEVATIONS.**

The VILLAGE agrees that subject to applicable building codes and ordinances, the CONTRACT PURCHASER may construct structures as shown on “**Exhibit E2 Amended**” attached hereto. The VILLAGE acknowledges that the structures shown are proprietary designs and property of the CONTRACT PURCHASER and nothing in this Agreement shall be construed to suggest that any other party (other than CONTRACT PURCHASER) has any right to utilize the elevations, architectural plans and/or designs without the express prior written consent of the CONTRACT PURCHASER. Exhibit E2 Amended only applies to those lots actually acquired by CONTRACT PURCHASER and does not extend to any successors of any other lots unless CONTRACT PURCHASER provides its express written consent as aforesaid. Notwithstanding anything in the original annexation agreement to the contrary, (i) the architectural enhancements required (by Section 11(A) of the original annexation agreement) of buildings adjacent to Norris Road are hereby deemed fulfilled by the construction of the structures shown on Exhibit E2 Amended with the addition of windows with grilles and shutters for said façade facing Norris Road, (ii) the requirement of enhancements on the buildings adjacent to Route 56 is deemed fulfilled by the construction of the structures shown on Exhibit E2 Amended, (iii) the requirement that “All exterior chimneys shall be erected of full height brick masonry construction.” is hereby deleted, and (iv), the requirement that “Sunrooms shall be offered as an optional upgrade.” is hereby deleted.

## **4. SECTION 11I AMENDED**

Section 11I of the original annexation agreement is amended to read as follows:

### **“I. Porches**

For the duration of this Agreement, any porch allowed under section 15(A)(4)(b) on any unit shall be constructed as open on at least two sides and shall be prohibited from being enclosed with any material (Screens shall be allowed).”

**4. SECTION 19C AMENDED**

Section 19C of the original annexation agreement is amended to read as follows:

**“Addresses**

Notice shall be provided at the following addresses:

1. VILLAGE: VILLAGE of Sugar Grove  
10 S. Municipal Drive  
Sugar Grove, IL 60554  
Attn: VILLAGE Administrator
  
2. Copy to: VILLAGE Attorney:  
Peter Wilson & Steve Andersson  
P. O. Box 787  
2111 Plum Street, Suite 201  
Aurora, IL 60507-0787
  
3. CONTRACT PURCHASER:  
  
DRH Cambridge Homes, Inc.  
800 S Milwaukee Avenue  
Suite 250  
Libertyville, Il. 60048  
Attn:Paul F. Ivers and Steven H. Goodman
  
4. Copy to: DR Horton, Inc.  
301 Commerce Street, Suite 500  
Fort Worth, Tx. 76012  
Attn: James Peebles
  
5. BANK: Melrose holdings, Inc.  
C/O West Suburban bank  
717 S. Westmore-Meyers Road  
Lombard, IL 60148
  
6. Copy to: Mark F. Kalina, Esq.  
Guerard Kalina & Butkus  
100 W. Roosevelt Road, Suite A-1  
Wheaton, IL 60187

**4. BINDING EFFECT AND TERM.**

The original annexation agreement, the 1<sup>st</sup> Amendment and this 2<sup>nd</sup> Amendment shall be binding upon and inure to the benefit of the parties hereto (except for the right to utilize the elevations, architectural plans and/or designs as stated in Section 3 hereof which shall not inure or be assigned to any successors without the express prior written consent of CONTRACT PURCHASER), their successors and assigns including, but not limited to, successor owner of record, successor OWNERS, lessees and successor lessees, and upon any successor municipal authority of the VILLAGE and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. This Amendment is effective pursuant to Section 15(A)(6) of the original annexation agreement.

**5. AGREEMENT TO PREVAIL OVER ORDINANCES.**

In the event of any conflict between this Amendment and any ordinances of the VILLAGE in force at the time of execution of this 2<sup>nd</sup> Amendment or enacted during the pendency of this Amendment, the provision of this 2<sup>nd</sup> Amendment shall prevail to the extent of any such conflict or inconsistency.

**6. PARTIAL INVALIDITY OF AGREEMENT.**

If any provision of this 2<sup>nd</sup> Amendment, or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Amendment and, to that end, any terms, conditions and provisions of this 2<sup>nd</sup> Amendment are declared to be severable. If for any reason during the term of this 2<sup>nd</sup> Amendment, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans, plat approvals or zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

**7. ARMS LENGTH NEGOTIATION.**

This 2<sup>nd</sup> Amendment contains all the terms and conditions agreed upon by the Parties hereto and no other prior Amendment, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this 2<sup>nd</sup> Amendment, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the Parties to be fair, reasonable, acceptable and contractually binding upon each of them.

**IN WITNESS WHEREOF**, the parties have executed this 2<sup>nd</sup> Annexation Amendment the day and year first above written.

**VILLAGE:  
THE VILLAGE OF SUGAR GROVE**

By: \_\_\_\_\_  
P. SEAN MICHELS, VILLAGE President

Attest: \_\_\_\_\_  
CYNTHIA L. GALBREATH, VILLAGE Clerk

STATE OF ILLINOIS                    )  
  )        SS  
COUNTY OF                            )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that P. Sean Michels and Cynthia L. Galbreath personally known to me to be the VILLAGE President and VILLAGE Clerk, respectively, of the VILLAGE of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such VILLAGE President and VILLAGE Clerk, they signed and delivered the said instrument as President and VILLAGE Clerk caused the corporate seal of said VILLAGE to be affixed thereto, pursuant to authority, given by the VILLAGE of Sugar Grove Board of Trustees as the free and voluntary act and deed of said VILLAGE for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

**BANK:  
MELROSE HOLDINGS, INC.**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  )        SS  
COUNTY OF KANE                    )

I the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the and of the \_\_\_\_\_, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such \_\_\_\_\_, he signed and delivered the said instrument as \_\_\_\_\_ and caused the corporate seal of said Corporation to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

**CONTRACT PURCHASER:  
DRH CAMBRIDGE HOMES, INC.**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  )        SS  
COUNTY OF KANE                    )

I the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the and of the \_\_\_\_\_, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such \_\_\_\_\_, he signed and delivered the said instrument as \_\_\_\_\_ and caused the corporate seal of said Corporation to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

## **LIST OF EXHIBITS**

Exhibit A	LEGAL DESCRIPTION OF SUBDIVISION
Exhibit A-1	ANTICIPATED TAKE DOWN SCHEDULE AND TREE INSTALLATION
Exhibit E2 Amended	ARCHITECTURAL ELEVATIONS
Exhibit F Amended	VILLAGE DEVELOPMENT RELATED FEES

**Exhibit A**  
**Legal Description of Subdivision**

**Exhibit A-1**  
**Anticipated Take Down Schedule And Tree Installation**

1) Take Down Schedule:

Initial closing is for 4 lots (8 units).

Subsequent closings are anticipated as follows:

- 4 lots no later than 180 days from the first closing
- 3 lots no later than 90 days following the immediately preceding closing
- 3 lots no later than 90 days following the immediately preceding closing
- 3 lots no later than 180 days following the immediately preceding closing
- 3 lots no later than 90 days following the immediately preceding closing
- 3 lots no later than 90 days following the immediately preceding closing
- 5 lots no later than 90 days following the immediately preceding closing

2) Mitigation Trees shall be installed pro-rata as follows:

5 Mitigation Trees shall be installed by CONTRACT PURCHASER for each closing consummated by CONTRACT PURCHASER within six months of each said closing.

**Exhibit E-2 Amended**  
**Architectural Elevations**

**Exhibit F Amended**  
**Village Development Related Fees**



**The Bach & The Mozart**



**The Haydn & The Beethoven**

---

---

**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

---

---

**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** RICHARD YOUNG COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** ORDINANCE: MEADOWRIDGE VILLAS ANNEXATION  
AGREEMENT AMENDMENT  
**AGENDA:** FEBURARY 1, 2011 REGULAR MEETING  
**DATE:** JANUARY 28, 2011

---

**ISSUE**

Shall the Village Board approve an amendment to the Meadowridge Villas Annexation Agreement.

**DISCUSSION**

DRH Cambridge Homes, Inc. (contract purchaser) and Melrose Holdings, Inc. (bank owner) have requested review and approval of an amendment to the Meadowridge Villas Annexation Agreement. Following review by the Committee of the Whole on January 19, 2011, Staff along with the Village Attorney met with DRH/Cambridge to review the COW comments in an effort to develop consensus on a revised draft of the amended Annexation Agreement. The following summarizes the modifications made to the agreement:

With regards to the rear elevations text has been added which states the following: "The architectural enhancements required (by Section 11(A) of the original Annexation Agreement) of buildings adjacent to Norris Road are hereby deemed fulfilled by the construction of the structures shown on Exhibit E2 Amended with the addition of windows with grilles and shutters for said façade facing Norris Road. The requirement of enhancements on the building adjacent to Route 56 is deemed fulfilled by the construction of structures shown on Exhibit E2 Amended." "The requirement that "All exterior chimneys shall be erected of full height brick masonry construction." is hereby deleted." "The requirement that "Sunrooms shall be offered as an option upgrade." is hereby deleted."

With regards to porches, the text has been modified to state the following: "For the duration of this Agreement, any porch allowed under section 15(A)(4)(b) on any unit shall be constructed as open on at least two sides and shall be prohibited from being enclosed with any material (Screens shall be allowed). In exchange for elimination of the \$460 per unit Village Commercial Impact Fee, DRH/Cambridge has agreed to provide architectural style shingles on all

units as a standard feature.

DRH Cambridge Homes, Inc. has agreed to take part in the Village parkway tree consortium program for the planting of parkway trees within the right-of-way.

### **COSTS**

There are legal review costs associated with this proposal along with future public hearing costs that will be paid by the developer.

### **RECOMMENDATION**

That the Village Board approve the proposed Annexation Agreement Amendment, subject to attorney review, with the revisions noted above.

DR Horton Cambridge Meadowridge Villas

Unit Square Footage:

1401

1528

1668

1716

Building Materials:

Roof:	Architectural Shingles
Trim Boards:	LP Smart Trim 5/4 Pre-finished (front elevations only)
Corners:	LP Smart Trim 5/4 Pre-finished (front elevations only)
Windows:	LP Smart Trim 5/4 Per-finished (front elevations only)
Frieze:	LP Smart Trim 5/4 Per-finished (front elevations only)
Soffit and Fascia	Reynolds Vinyl Soffit / Aluminum Fascia .019
Siding:	Reynolds Double 4 –Vinyl .042
Brick Allowance:	Face brick per Cambridge Package
Shutters (Louver/Panel):	Pre-finished Vinyl- Per Plan
Front Exterior Door:	Six panel fiberglass insulated side lites/transoms per plan
Garage Door:	Wayne Dalton 16' X 8' 16 Panel Door-steel insulated

## AGREEMENT

WHEREAS, the Rolling Oaks Homeowners Association, (hereinafter "OWNER") is the owner of a certain common areas of a townhome residential subdivision, or other facility as described in the Illinois Vehicle Code identified below, and named or identified as Rolling Oaks Subdivision (hereinafter "COMPLEX"), more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the COMPLEX is situated within the **Village of Sugar Grove**, Kane County, Illinois, (hereinafter "Village"); AND

WHEREAS, the OWNER has requested in writing that the Village enforce the traffic laws on the private property of said COMPLEX and the VILLAGE is desirous of protecting the public health, welfare and safety by the regulation of vehicles in the COMPLEX; and

WHEREAS, the VILLAGE has the authority to contract with the OWNER to provide such regulation under the provisions of §11-209.1 of the Illinois Vehicle Code (625 ILCS 5/11-209.1);

IT IS THEREFORE AGREED by and between the OWNER and VILLAGE, in consideration of the public health, welfare and safety, as follows:

1. That the VILLAGE and OWNER agree that the VILLAGE is empowered (and hereby delegates to the Police Department staff) to accomplish all or any part of the provisions enumerated in the above reference statutory provision, including, but not limited to the following within the COMPLEX:

A. Enforce the provisions of the Illinois Vehicle Code on all private streets or roads open to or used by the tenants, owners, employees or the public for the purposes of vehicular traffic by permission of such person or board of directors and not as a matter of public right. Notwithstanding Section 1-126 and Section 1-201 of the Illinois Vehicle Code, all such private streets or roads shall be considered "highways" only for the enforcement purposes of this Code.

B. All regulations adopted and traffic control devices employed by a local authority in the enforcement of the Illinois Vehicle Code on such streets or roads within any private area shall be consistent with the provisions of the Illinois Vehicle Code and shall conform to the Illinois Manual on Uniform Traffic Control Devices.

C. The prohibition, regulation, restriction or limitation of the stopping, standing or parking of vehicles in specified areas of the COMPLEX.

D. The designation of safety zones in the COMPLEX and fire lanes.

E. Providing for the removal and storage of vehicles parked or abandoned in the parking area during snowstorms, floods, fires, or other public emergencies, or found unattended in the COMPLEX, (a) where they constitute an obstruction to traffic, or (b) where

stopping, standing or parking is prohibited, and for the payment of reasonable charges for such removal and storage by the owner or operator of any such vehicle;

F. Contracting for such additional reasonable rules and regulations with respect to traffic and parking in the COMPLEX as local conditions may require for the safety and convenience of the public or of the users of the parking area.

2. That the cost of the all legal expenses related to this agreement expended by the Village, and the planning, installation and maintenance of parking and traffic regulations markings, signs, striping and painting pursuant to this contract shall be borne by the OWNER.

3. This contract shall be effective and enforceable three days after it has been recorded in the Office of the Recorder of Deeds of the county in which the COMPLEX is located and shall continue to be in full force and effect for a period of twenty years, except that after one year from the effective date of this Agreement, either party may cancel this Agreement upon sixty days written notice to the other party.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**VILLAGE OF SUGAR GROVE**  
KANE COUNTY

By \_\_\_\_\_  
Village Administrator

*J. A. Slayke as president*

Rolling Oaks Home Owners  
Association

---

---

**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

---

---

**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRADLEY A. SAUER, CHIEF OF POLICE  
**SUBJECT:** RESOLUTION APPROVING A TRAFFIC ENFORCEMENT AGREEMENT WITH ROLLING OAKS HOA  
**AGENDA:** FEBRUARY 1, 2011 REGULAR BOARD MEETING  
**DATE:** JANUARY 27, 2011

---

**ISSUE**

Should the Village Board approve a Resolution for a Traffic Enforcement Agreement with the Rolling Oaks Home Owners Association.

**DISCUSSION**

In accordance with the Illinois Vehicle Code statute 625 ILCS 5/11-209, the Village has the authority to contract with owners of certain private property for the enforcement of the traffic laws of the State of Illinois and the Ordinances of the Village of Sugar Grove. Except for a few sections in the Vehicle Code such as DUI and Reckless Driving, none of the traffic laws of the State, or the Village, can be enforced on private property, only the "highways in the State of Illinois". This provision, 5/11-209, allows municipalities and counties to contract for the regulation of traffic in shopping centers, schools, apartment complexes, churches and hospitals for the regulation of traffic. This Agreement will allow us to enforce the fire lane "No Parking" signs, "STOP" signs and any other traffic laws in the Rolling Oaks subdivision. The President of the Rolling Oaks Home Owners Association has already signed the Agreement.

**COST**

The only cost for this agreement is attorney fees which have amounted to about \$500 which will be reimbursed by the HOA.

**RECOMMENDATION**

It is recommended that the Village Board adopt Resolution 20110201B Authorizing Execution of a Traffic Enforcement Agreement with the Rolling Oaks Home Owners Association.



---

**RESOLUTION NO. 20110201B**

**A Resolution Authorizing Entering Into an Agreement  
For the Enforcement of Statutory Police Provisions**

**Between**

**The Village of Sugar Grove**

**And**

**The Rolling Oaks Homeowners Association**

---

Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 1<sup>st</sup> day of February, 2011.

**RESOLUTION NO. 20110201B**

**WHEREAS**, the Village of Sugar Grove (Sugar Grove) desires to continue to provide efficient and effective police services; and,

**WHEREAS**, the Rolling Oaks Homeowners Association (hereby collectively referred to as “owners”) are desirous of protecting the public health, welfare and safety within the area commonly referred to Rolling Oaks Subdivision; and

**WHEREAS**, the corporate authorities of the Village of Sugar Grove have reviewed the Agreement, a copy of which is attached hereto, providing the terms and conditions of such agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Village President and the Board of Trustees of the Village of Sugar Grove as follows:

**Section 1: Execution and Further Action:** The Village of Sugar Grove Administrator is hereby authorized to execute the Agreement.

**Section 2: Recordation of Resolution:** The Village Clerk is hereby directed and authorized to record an executed copy of this Resolution with the Kane County Recorder’s Office.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 1<sup>st</sup> day of February, 2011.

---

P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove

ATTEST: \_\_\_\_\_  
Cynthia L. Galbreath, Clerk, Village of Sugar Grove

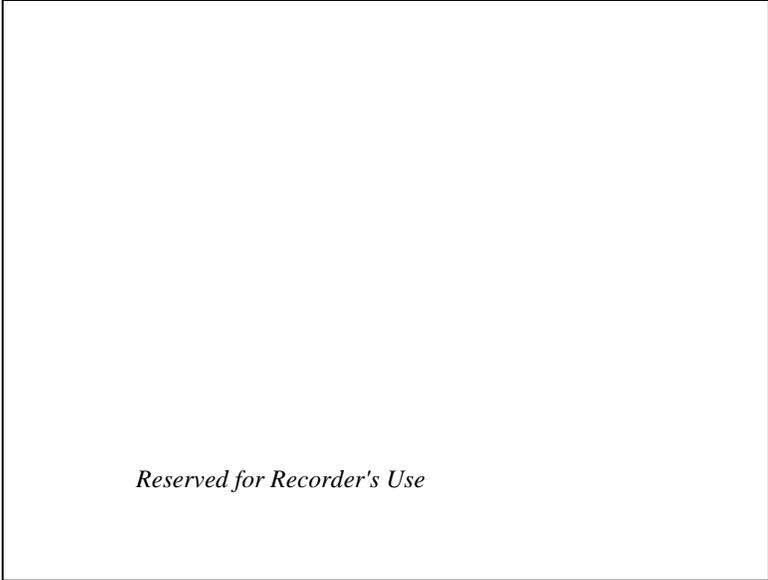
	Aye	Nay	Absent	Abstain
Trustee Mari Johnson	___	___	___	___
Trustee Thomas Renk	___	___	___	___
Trustee Robert E. Bohler	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KANE        )

*Prepared by:*

*Steven A. Andersson  
Mickey, Wilson, Weiler, Renzi & Andersson,  
P.C.  
2111 W. Plum Street, Suite 201  
Aurora, IL 60506*

*Return to after recording:  
VILLAGE Clerk  
VILLAGE of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554*



**2<sup>nd</sup> AMENDMENT TO ANNEXATION AGREEMENT**

**(Meadowridge Villas-New Developer)**

This 2<sup>nd</sup> Amendment to Annexation Agreement (the "Amendment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the VILLAGE OF SUGAR GROVE, a municipal corporation (the "VILLAGE") and DRH Cambridge Homes, Inc. (the "CONTRACT PURCHASER" and also referred to as the "NEW DEVELOPER") and Melrose Holdings Inc. (the "BANK"). The above referenced Parties are individually referred to as "Party" and collectively referred to as "Parties." The term "Village Board" shall refer to the Corporate Authorities of the Village of Sugar Grove.

**WITNESSETH**

**WHEREAS**, CONTRACT PURCHASER may purchase and BANK currently owns fee simple interest to portions of the property which is legally described in **Exhibit A**, attached hereto, consisting of approximately 34 acres, more or less (the "Property") and CONTRACT PURCHASER may purchase lots (being a portion of the Property) from BANK under the anticipated take down schedule listed as "**Exhibit A-1**" at which point CONTRACT PURCHASER will (assuming all purchases occur) own all remaining buildable lots; and,

**WHEREAS**, it is the desire of the VILLAGE to amend the annexation agreement for the Property and facilitate its future development pursuant to the terms and conditions of this Amendment and the ordinances of the VILLAGE; and,

**WHEREAS**, all notices required by law relating to this amended annexation agreement of the Property to the VILLAGE have been given to the persons or entities entitled to such notice pursuant to the applicable provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, the Corporate Authorities of the VILLAGE have duly affixed the time for a public hearing on this Amendment and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Illinois Compiled Statutes; and,

**WHEREAS**, in accordance with the powers granted to the VILLAGE by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding Amended Agreement with respect to the Property and to provide for various other matters related directly or indirectly to the annexation of the Property as authorized by the provisions of said statutes; and,

**WHEREAS**, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the VILLAGE have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15.1-3 and the ordinances of the VILLAGE relating to the procedure for the authorization, approval and execution of this Amendment by the VILLAGE.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties agree as follows:

**1. NEW DEVELOPER OBLIGATIONS.**

a) CONTRACT PURCHASER acknowledges that upon closing of the purchase of the first take down of property under **Exhibit “A-1”**, it will become for the lots so acquired a “New Developer” and a “Future Lot Owners/Builders” as those terms are used in the 1<sup>st</sup> Amendment to Annexation Agreement recorded in the Kane County Recorder’s Office (“1<sup>st</sup> Amendment”) as document number 2010K0818810. As such, the CONTRACT PURCHASER acknowledges that it shall, upon closing, be responsible for the obligations as noted below under said 1<sup>st</sup> Amendment for the lots purchased by CONTRACT PURCHASER from time to time. Specifically, the obligation for mitigation trees shall be fulfilled as specified in “**Exhibit A-1**” and parkway and sidewalk improvements (and parkway restoration) shall be fulfilled in front of any lots purchased by CONTRACT PURCHASER from time to time. If for any reason, all anticipated acquisition of lots by CONTRACT PURCHASER shall not occur, whosoever does acquire those lots (not acquired by CONTRACT PURCHASER) shall be responsible therefore.

b) All sections of the original annexation agreement recorded in the Kane County Recorder’s Office as document number 2005K092590 for the Property (“original annexation agreement”) and the 1<sup>st</sup> Amendment not specifically affected hereunder shall remain in full force and effect.

c) VILLAGE acknowledges that except for mitigation trees and sidewalks and parkway improvements (and parkway restoration) in front of lots actually purchased by CONTRACT PURCHASER from time to time, all public improvements of the original annexation agreement have been installed and accepted by the VILLAGE.

**2. FEES, DONATIONS AND CONTRIBUTIONS.**

**Exhibit F** and **Exhibit F-1** of the original annexation agreement for the Property are hereby amended to read as shown on the attached “**Exhibit F Amended**” (**Exhibit F Amended** replaces both **Exhibit F** and **Exhibit F-1** for purposes of this 2<sup>nd</sup> Amendment) for a period commencing with the execution date of this 2<sup>nd</sup> Amendment and ending five years thereafter, at which time the original **Exhibit F** and **Exhibit F-1** shall be restored to full force and effect and **Exhibit F Amended** shall cease to be of any force and effect. A lot for which a building permit has been issued prior to expiration of said 5 year period and for which construction proceeds in a commercially reasonable fashion, shall be able to utilize amended **Exhibit F Amended**. Any lot for which a building permit has not been issued prior to the expiration of said 5 year period (or for which a building permit has been issued prior to expiration of said 5 year period, but does not proceed with construction in a commercially reasonable fashion) shall not be able to utilize amended **Exhibit F Amended**, but instead shall utilize the original **Exhibit F and Exhibit F-1**.

### **3. ARCHITECTURAL ELEVATIONS.**

The VILLAGE agrees that subject to applicable building codes and ordinances, the CONTRACT PURCHASER may construct structures as shown on “**Exhibit E2 Amended**” attached hereto. The VILLAGE acknowledges that the structures shown are proprietary designs and property of the CONTRACT PURCHASER and nothing in this Agreement shall be construed to suggest that any other party (other than CONTRACT PURCHASER) has any right to utilize the elevations, architectural plans and/or designs without the express prior written consent of the CONTRACT PURCHASER. Exhibit E2 Amended only applies to those lots actually acquired by CONTRACT PURCHASER and does not extend to any successors of any other lots unless CONTRACT PURCHASER provides its express written consent as aforesaid. Notwithstanding anything in the original annexation agreement to the contrary, (i) the architectural enhancements required (by Section 11(A) of the original annexation agreement) of buildings adjacent to Norris Road are hereby deemed fulfilled by the construction of the structures shown on Exhibit E2 Amended with the addition of windows with grilles and shutters for said façade facing Norris Road, (ii) the requirement of enhancements on the buildings adjacent to Route 56 is deemed fulfilled by the construction of the structures shown on Exhibit E2 Amended, (iii) the requirement that “All exterior chimneys shall be erected of full height brick masonry construction.” is hereby deleted, and (iv), the requirement that “Sunrooms shall be offered as an optional upgrade.” is hereby deleted.

### **4. SECTION 11C AMENDED**

Section 11C of the original annexation agreement is amended to read as follows:

“The VILLAGE shall purchase parkway trees and arrange planting of said trees (with which the CONTRACT PURCHASER shall cooperate regarding timing and site access to accomplish the same). The CONTRACT PURCHASER shall reimburse the VILLAGE \$375.00 per tree planted within 30 days of the VILLAGE tendering an invoice for said tree. The VILLAGE will thereafter be responsible for said trees and for all warranties for said trees and the CONTRACT PURCHASER shall not, after payment, be responsible for any warranty or for the care and maintenance of said trees. ”

**5. SECTION 11I AMENDED**

Section 11I of the original annexation agreement is amended to read as follows:

**“I. Porches**

For the duration of this Agreement, any porch allowed under section 15(A)(4)(b) on any unit shall be constructed as open on at least two sides and shall be prohibited from being enclosed with any material (Screens shall be allowed).”

**6. SECTION 19C AMENDED**

Section 19C of the original annexation agreement is amended to read as follows:

**“Addresses**

Notice shall be provided at the following addresses:

1. VILLAGE: VILLAGE of Sugar Grove  
10 Municipal Drive  
Sugar Grove, IL 60554  
Attn: VILLAGE Administrator
  
2. Copy to: VILLAGE Attorney:  
Peter Wilson & Steve Andersson  
P. O. Box 787  
2111 Plum Street, Suite 201  
Aurora, IL 60507-0787
  
3. CONTRACT PURCHASER:  
  
DRH Cambridge Homes, Inc.  
800 S Milwaukee Avenue  
Suite 250  
Libertyville, Il. 60048  
Attn:Paul F. Ivers and Steven H. Goodman
  
4. Copy to: DR Horton, Inc.  
301 Commerce Street, Suite 500  
Fort Worth, Tx. 76012  
Attn: James Peebles

5. BANK: Melrose holdings, Inc.  
C/O West Suburban bank  
717 S. Westmore-Meyers Road  
Lombard, IL 60148
6. Copy to: Mark F. Kalina, Esq.  
Guerard Kalina & Butkus  
100 W. Roosevelt Road, Suite A-1  
Wheaton, IL 60187

**7. BINDING EFFECT AND TERM.**

The original annexation agreement, the 1<sup>st</sup> Amendment and this 2<sup>nd</sup> Amendment shall be binding upon and inure to the benefit of the parties hereto (except for the right to utilize the elevations, architectural plans and/or designs as stated in Section 3 hereof which shall not inure or be assigned to any successors without the express prior written consent of CONTRACT PURCHASER), their successors and assigns including, but not limited to, successor owner of record, successor OWNERS, lessees and successor lessees, and upon any successor municipal authority of the VILLAGE and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. This Amendment is effective pursuant to Section 15(A)(6) of the original annexation agreement.

**8. AGREEMENT TO PREVAIL OVER ORDINANCES.**

In the event of any conflict between this Amendment and any ordinances of the VILLAGE in force at the time of execution of this 2<sup>nd</sup> Amendment or enacted during the pendency of this Amendment, the provision of this 2<sup>nd</sup> Amendment shall prevail to the extent of any such conflict or inconsistency.

**9. PARTIAL INVALIDITY OF AGREEMENT.**

If any provision of this 2<sup>nd</sup> Amendment, or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Amendment and, to that end, any terms, conditions and provisions of this 2<sup>nd</sup> Amendment are declared to be severable. If for any reason during the term of this 2<sup>nd</sup> Amendment, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans, plat approvals or zoning ordinances effectuating the zoning, variations and plat approvals proposed

herein.

**10. ARMS LENGTH NEGOTIATION.**

This 2<sup>nd</sup> Amendment contains all the terms and conditions agreed upon by the Parties hereto and no other prior Amendment, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this 2<sup>nd</sup> Amendment, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the Parties to be fair, reasonable, acceptable and contractually binding upon each of them.

**IN WITNESS WHEREOF**, the parties have executed this 2<sup>nd</sup> Annexation Amendment the day and year first above written.

**VILLAGE:  
THE VILLAGE OF SUGAR GROVE**

By:

\_\_\_\_\_  
VILLAGE President

Attest:

\_\_\_\_\_  
VILLAGE Clerk

STATE OF ILLINOIS                    )  
  )       SS  
COUNTY OF                            )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the VILLAGE President and VILLAGE Clerk, respectively, of the VILLAGE of Sugar Grove, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such VILLAGE President and VILLAGE Clerk, they signed and delivered the said instrument as President and VILLAGE Clerk caused the corporate seal of said VILLAGE to be affixed thereto, pursuant to authority, given by the VILLAGE of Sugar Grove Board of Trustees as the free and voluntary act and deed of said VILLAGE for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public

**BANK:  
MELROSE HOLDINGS, INC.**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  )        SS  
COUNTY OF KANE                    )

I the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the and of the \_\_\_\_\_, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such \_\_\_\_\_, he signed and delivered the said instrument as \_\_\_\_\_ and caused the corporate seal of said Corporation to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public

**CONTRACT PURCHASER:  
DRH CAMBRIDGE HOMES, INC.**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  )     SS  
COUNTY OF KANE                    )

I the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the and of the \_\_\_\_\_, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such \_\_\_\_\_, he signed and delivered the said instrument as \_\_\_\_\_ and caused the corporate seal of said Corporation to be affixed thereto, as the free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public

## **LIST OF EXHIBITS**

Exhibit A	LEGAL DESCRIPTION OF SUBDIVISON
Exhibit A-1	ANTICIPATED TAKE DOWN SCHEDULE AND TREE INSTALLATION
Exhibit E2 Amended	ARCHITECTURAL ELEVATIONS
Exhibit F Amended	VILLAGE DEVELOPMENT RELATED FEES

**Exhibit A**  
**Legal Description of Subdivision**

**Exhibit A-1**  
**Anticipated Take Down Schedule And Tree Installation**

1) Take Down Schedule:

Initial closing is for 4 lots (8 units).

Subsequent closings are anticipated as follows:

- 4 lots no later than 180 days from the first closing
- 3 lots no later than 90 days following the immediately preceding closing
- 3 lots no later than 90 days following the immediately preceding closing
- 3 lots no later than 180 days following the immediately preceding closing
- 3 lots no later than 90 days following the immediately preceding closing
- 3 lots no later than 90 days following the immediately preceding closing
- 5 lots no later than 90 days following the immediately preceding closing

2) Mitigation Trees shall be installed pro-rata as follows:

5 Mitigation Trees shall be installed by CONTRACT PURCHASER for each closing consummated by CONTRACT PURCHASER within six months of each said closing.

**Exhibit E-2 Amended**  
**Architectural Elevations**

**Exhibit F Amended**  
**Village Development Related Fees**

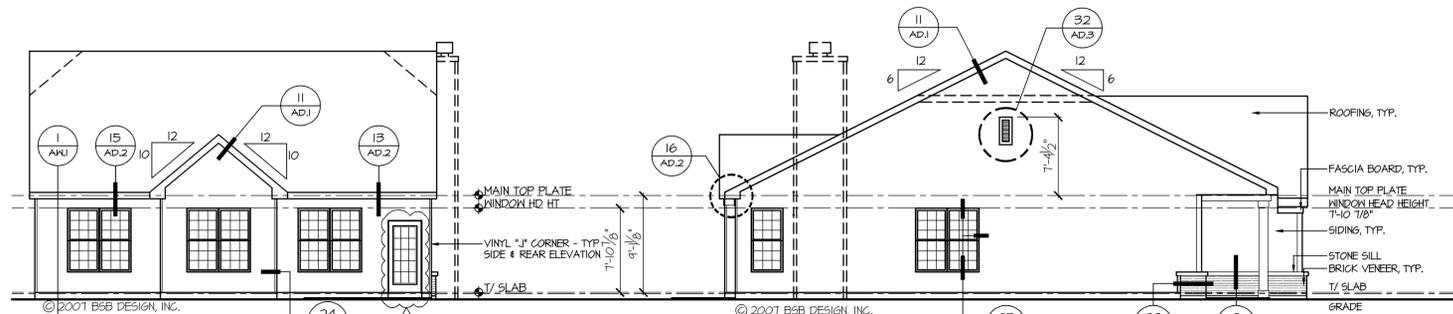


**EXTERIOR  
ELEVATION NOTES**  
(NOTE\_EXTELEV)

- ELEVATIONS SHOWN GRAPHICALLY INDICATE SLAB FOUNDATION CONDITIONS.
- PROVIDE SPLASH BLOCKS AT ALL DOWNSPOUTS DISCHARGING AT GRADE; SEE ROOF PLAN FOR LOCATIONS.
- PROVIDE DRIP CAPS AT ALL WINDOWS AND DOORS.
- ALL ROOF SADDLES TO BE PLYWOOD SHEATHED WITH BUILDING PAPER AND SHINGLES.
- FIREPLACE FLUE TO BE MIN. 2'-0" ABOVE ANY ROOF SURFACE WITHIN 10'-0" HORIZONTALLY; MIN. 3'-0" PENETRATION ABOVE ROOF.
- POD VENTS TO BE BAFFLED TO PREVENT BACKFLOW.
- PROVIDE METAL FLASHING AT ALL ROOF TO WALL CONDITIONS - TYPICAL.
- VINYL "J" CORNERS TYPICAL UNLESS OTHERWISE NOTED.
- PROVIDE APPROVED ADDRESS NUMBERS TO BE PLAINLY VISIBLE FROM STREET FRONTING PROPERTY.

ISSUE DATE: \_\_\_\_\_

REVISIONS	DATE
CLIENT REVIEW	06/20/21
ARCHITECT REVIEW	07/02/21
CLIENT REVIEW COMMENTS	07/20/21
ARCHITECT REVIEW COMMENTS	08/02/21
CLIENT REVIEW COMMENTS	08/10/21
ARCHITECT REVIEW COMMENTS	08/20/21
CLIENT REVIEW COMMENTS	09/01/21
ARCHITECT REVIEW COMMENTS	09/01/21
CLIENT REVIEW COMMENTS	09/01/21
ARCHITECT REVIEW COMMENTS	09/01/21
CLIENT REVIEW COMMENTS	09/01/21
ARCHITECT REVIEW COMMENTS	09/01/21

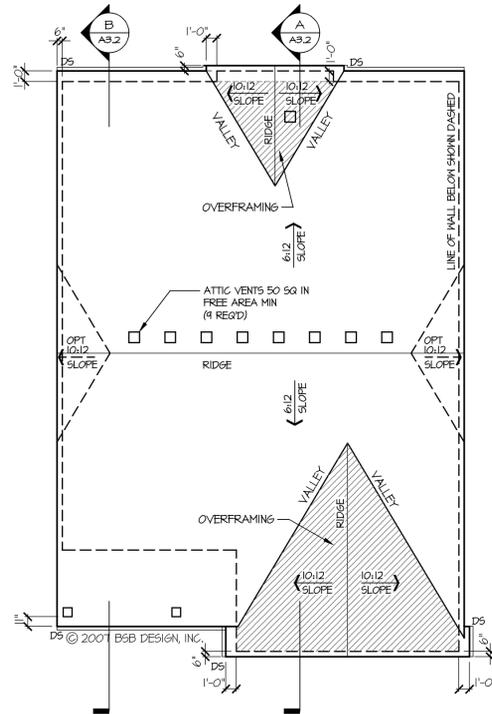


**Unit 1401 "B"  
Rear Elevation**

SCALE: 1/8"=1'-0" xelev-A1-b

**Unit 1401 "B"  
Left Elevation**

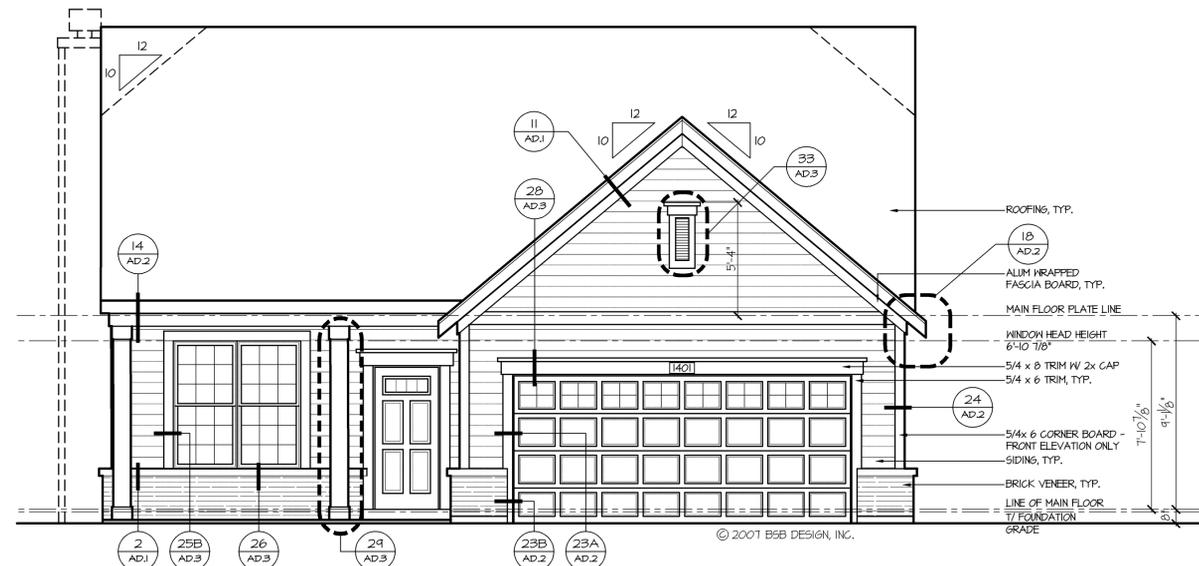
SCALE: 1/8"=1'-0" xelev-A1-b



**Unit 1401 "B"  
Roof Plan**

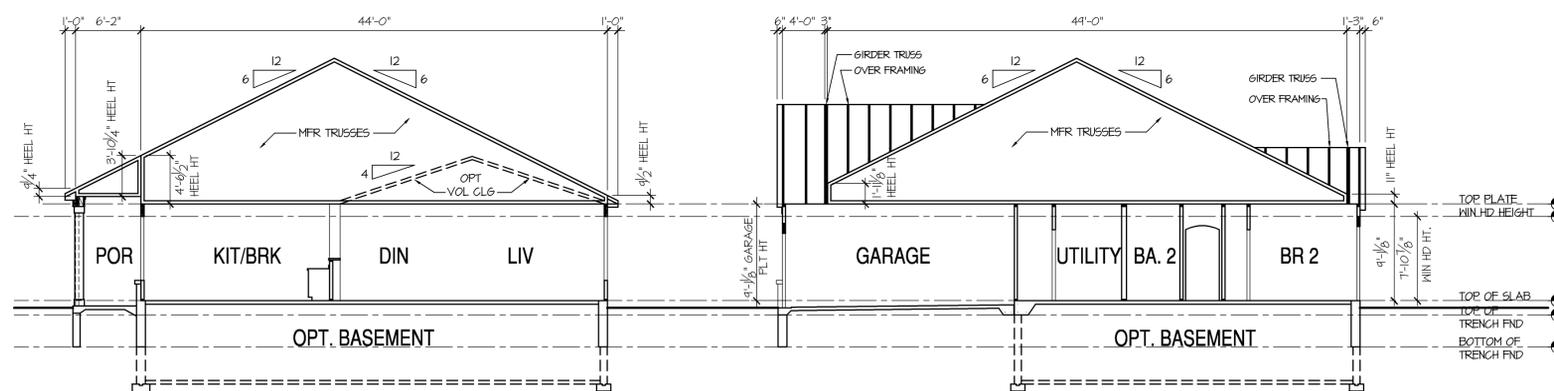
SCALE: 1/8"=1'-0" xelev-A1-b

NOTE:  
ICE AND WATER SHIELD TO BE LOCATED AT ALL EAVES TO A DISTANCE OF 2'-0" FROM FACE OF EXTERIOR WALL (MIN. 18" EACH SIDE OF ALL VALLEYS AND 18" UP VERTICAL PLANE AT ROOF TO WALL INTERSECTIONS)



**Unit 1401 "B"  
Front Elevation**

SCALE: 1/4"=1'-0" xelev-A1-b



**Unit 1401 "B"  
Building Section B**

SCALE: 1/8"=1'-0" xsection-A1-b

**Unit 1401 "B"  
Building Section A**

SCALE: 1/8"=1'-0" xsection-A1-b



**Cambridge Lakes**  
Pingree Grove, IL  
Composer Series



www.bsbdesign.com  
1530 East Dundee Road, Suite 360  
Palatine, Illinois 60074  
847 705 2200

JOB NO: 06C07024.00 PROJ MGR: AH  
DRAWN: TB, L.J.L. CHECKED: \_\_\_\_\_  
EXTERIOR ELEVATIONS  
BUILDING SECTION  
ROOF PLAN

UNIT 1401  
**A3.2**





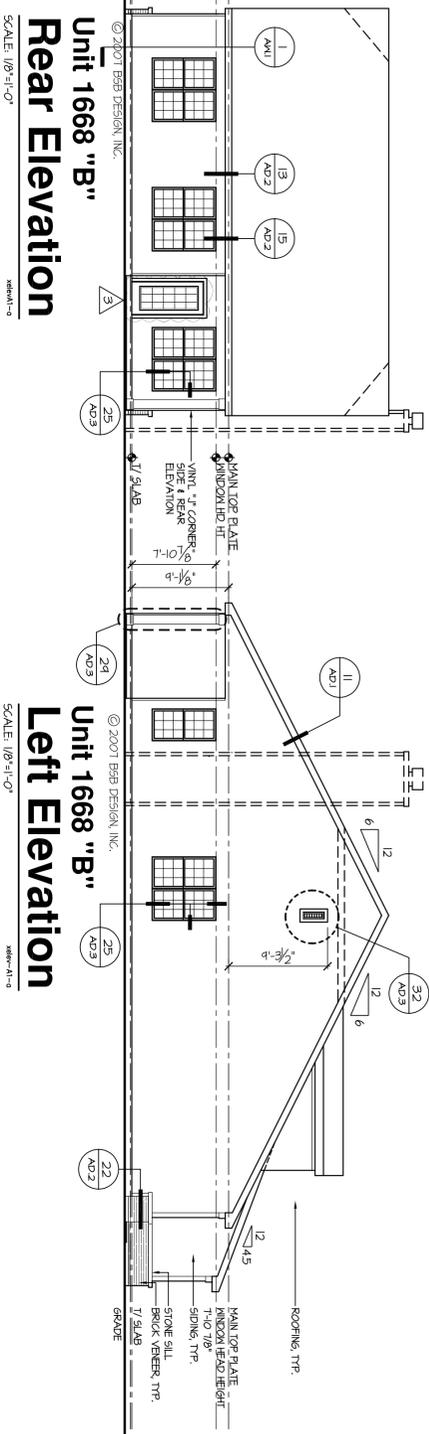


**EXTERIOR ELEVATION NOTES**  
 (NOTE EXTERIOR)

1. ELEVATIONS SHOWN GRAPHICALLY
2. INDICATE SLAB FOUNDATION CONDITIONS.
3. PROVIDE FLASH BLOCKS AT ALL DOWNSPOUTS DISCHARGING AT GRADE. SEE PLAN FOR LOCATION. SEE SPECIFICATIONS FOR DETAILS AT ALL WINDOWS AND DOORS.
4. ALL ROOF SADDLES TO BE PL-TWOOD SHEATHED WITH BUILDING PAPER AND SHINGLES.
5. FLASHING TO BE MIN. 2'-0" ABOVE ROOF.
6. PROVIDE APPROVED ADDRESS NUMBERS TO BE PLAINLY VISIBLE FROM STREET FRONTING PROPERTY.

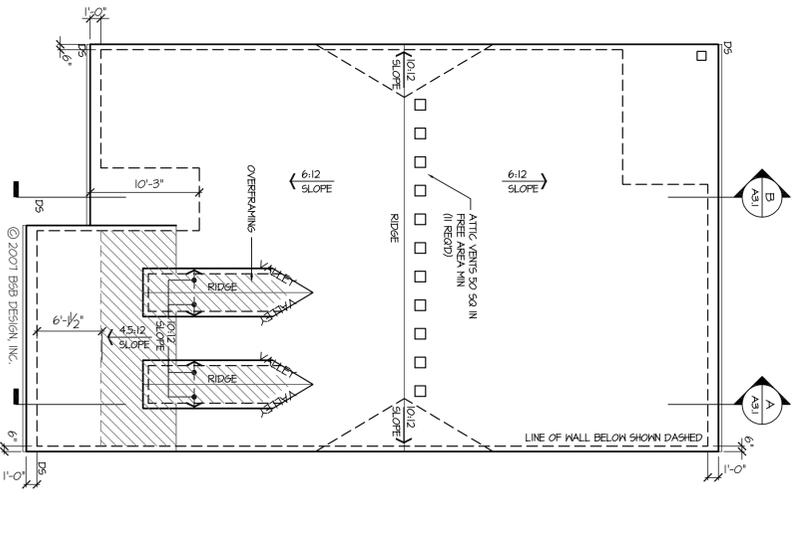
ISSUE DATE:	
REVISIONS	
BID/CLIENT REVIEW	05/25/01
CLIENT REVISIONS	01/02/01
PLAN REVIEW COMMENTS	01/20/01
REVISIONS	02/08/01
2000 PDF SOFTWARE/MAILING	10/01/01
FIELD REVISIONS	03/03/00

THESE PLANS AND SPECIFICATIONS ARE PROTECTED UNDER FEDERAL COPYRIGHT LAWS. © 2001 BSB DESIGN, INC. ALL RIGHTS RESERVED. OWNERSHIP OF SUCH AND ALL RIGHTS AND PRIVILEGES.



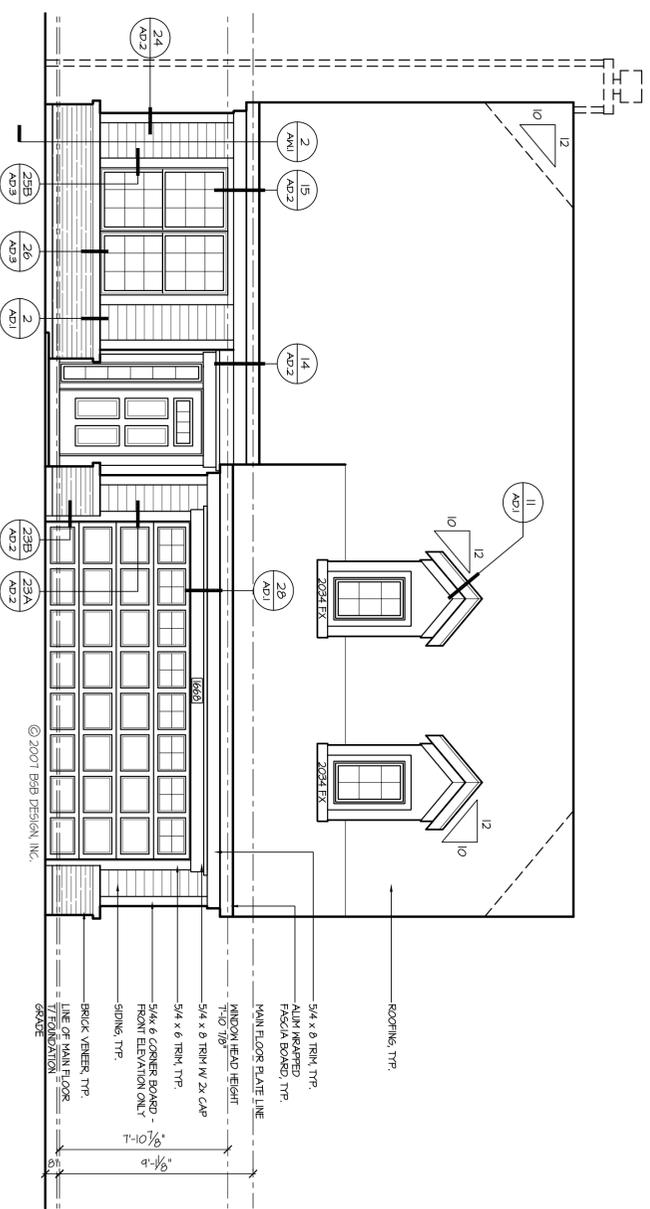
**Unit 1668 "B"**  
**Rear Elevation**  
 SCALE: 1/8"=1'-0"

**Unit 1668 "B"**  
**Left Elevation**  
 SCALE: 1/8"=1'-0"

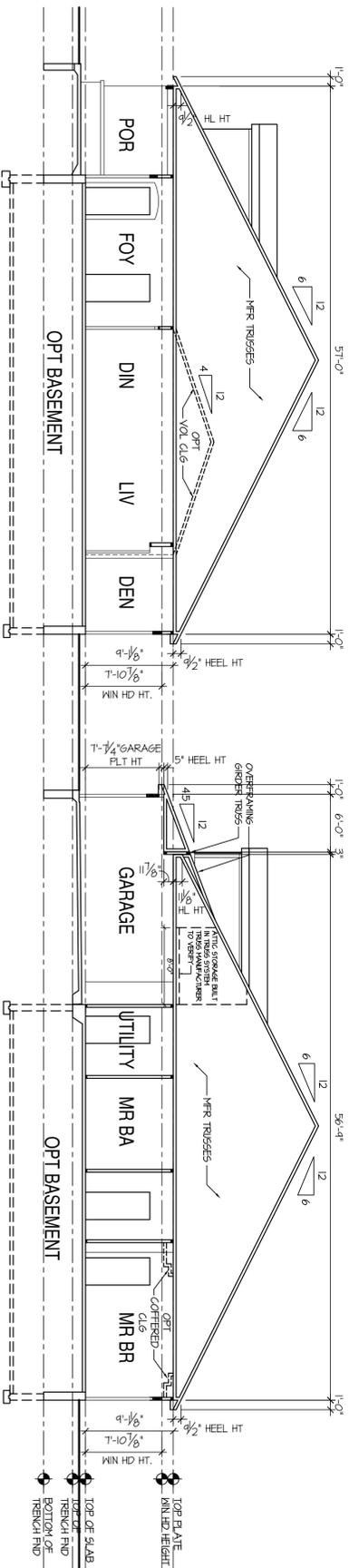


**Unit 1668 "B"**  
**Roof Plan**  
 SCALE: 1/8"=1'-0"

**NOTE:**  
 ICE AND WATER SHIELD TO BE LOCATED AT ALL EAVES TO A MINIMUM OF 2'-0" FROM FACE OF EXTERIOR WALL (MIN. 18" FROM FACE OF EXTERIOR WALL) AND 6" FROM FACE OF EXTERIOR WALL AT ROOF TO WALL INTERSECTIONS.



**Unit 1668 "B"**  
**Front Elevation**  
 SCALE: 1/4"=1'-0"



**Unit 1668 "B"**  
**Building Section B**  
 SCALE: 1/8"=1'-0"

**Unit 1668 "B"**  
**Building Section A**  
 SCALE: 1/8"=1'-0"

**Cambridge Lakes**  
 Pingree Grove, IL  
 Composer Series



**BSB DESIGN**  
 1530 East Dundee Road, Suite 300  
 Palatine, Illinois 60074  
 847.705.2200  
 www.bsbdesign.com

JOB NO: 0602070000 PROJECT: AM  
 DRAWN: TR, L.L. CHECKER:  
 EXTERIOR ELEVATIONS  
 BUILDING SECTION  
 ROOF PLAN

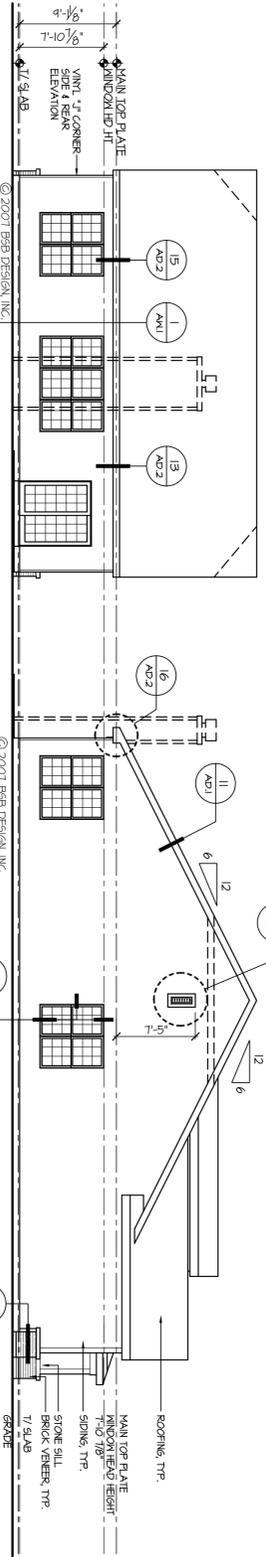
UNIT 1668  
**A3.2**

**EXTERIOR ELEVATION NOTES**  
 (NOTE EXTERIOR)

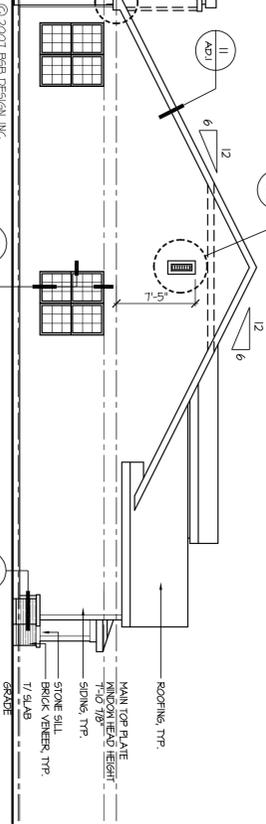
- ELEVATIONS SHOWN GRAPHICALLY
- INDICATE SLAB FOUNDATION CONDITIONS.
- PROVIDE SFRASH BLOCKS AT ALL DOWNSPROUTS DISCHARGING AT GRADE. SEE PLAN FOR LOCATION. AT GRADE, SEE PROVIDE BRK CM'S AT ALL WINDOWS AND DOORS.
- ALL ROOF SADDLES TO BE FL-TWOOD SHEATHED WITH BUILDING PAPER AND SHINGLES.
- FINISH FLOOR TO BE MIN. 2'-0" ABOVE ABOVE ROOF.
- SHINGLES TO BE 3/8" PENETRATION HORIZONTALLY; MIN. 3'-0" PENETRATION VERTICALLY.
- POD VENTS TO BE EAFFLED TO PREVENT BACKFLOW.
- PROVIDE METAL FLASHING AT ALL ROOF CORNERS.
- VINT "I" CORNERS TYPICAL UNLESS OTHERWISE NOTED.
- PROVIDE APPROVED ADDRESS NUMBERS TO BE PLAINLY VISIBLE FROM STREET FRONTING PROPERTY.

ISSUE DATE:	
REVISIONS	
BID/CLIENT REVIEW	05/25/01
CLIENT REVISIONS	01/02/01
PLAN REVIEW COMMENTS	01/20/01
FIELD REVISIONS	03/03/00

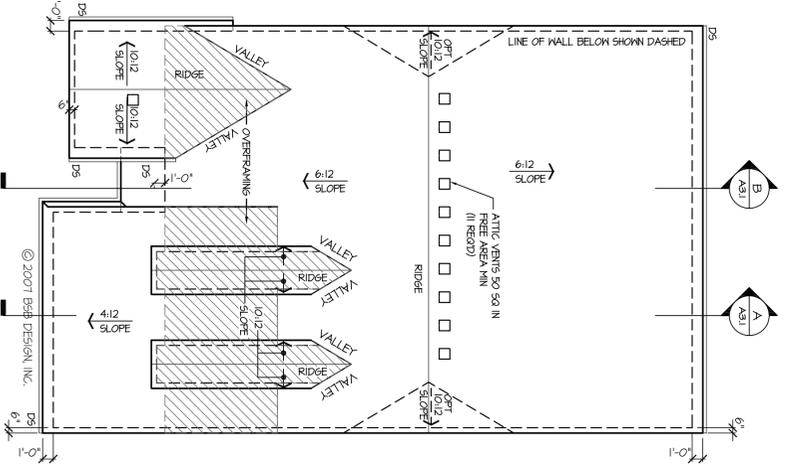
THESE PLANS AND SPECIFICATIONS ARE PROTECTED UNDER FEDERAL COPYRIGHT LAWS. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. OWNERSHIP OF SUCH AND ALL RIGHTS AND PRIVILEGES.



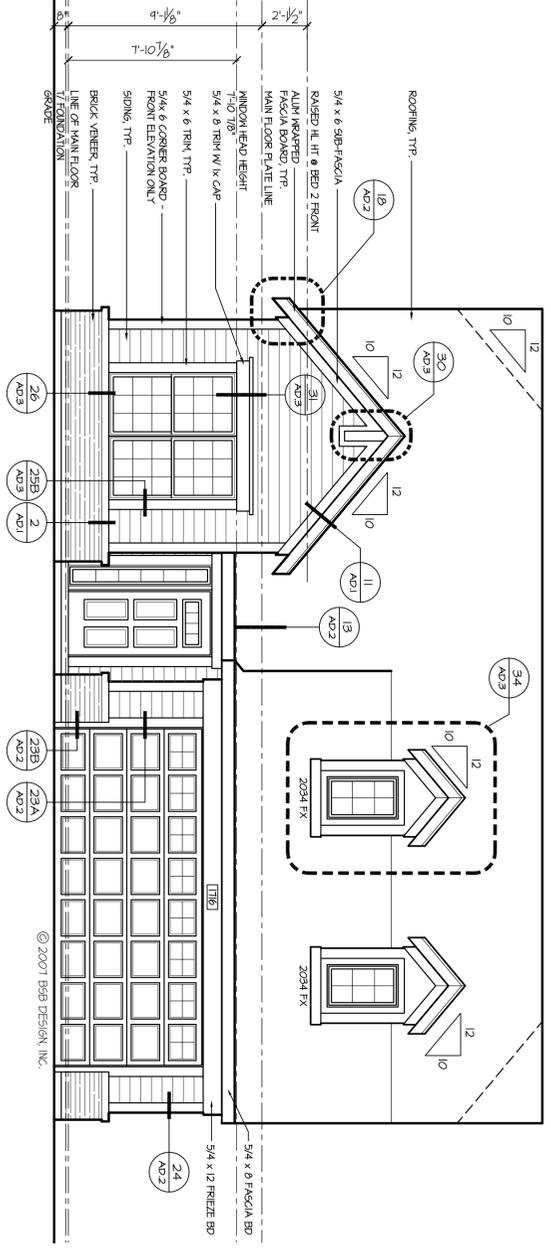
**Unit 1716 "A"**  
**Rear Elevation**  
 SCALE: 1/8"=1'-0"  
 2007 BSB DESIGN, INC.



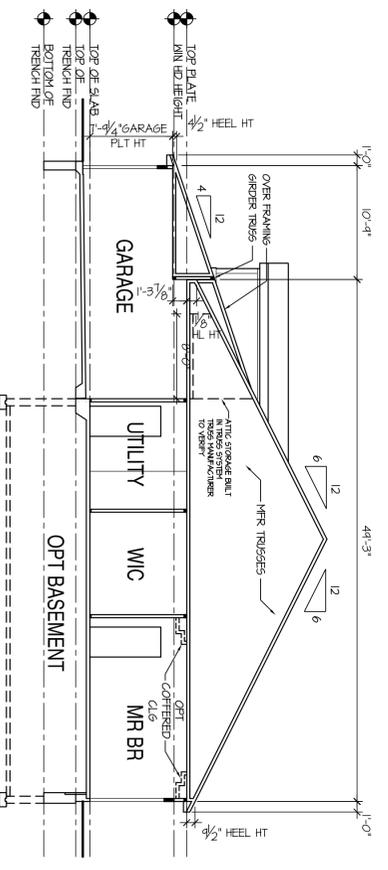
**Unit 1716 "A"**  
**Left Elevation**  
 SCALE: 1/8"=1'-0"  
 2007 BSB DESIGN, INC.



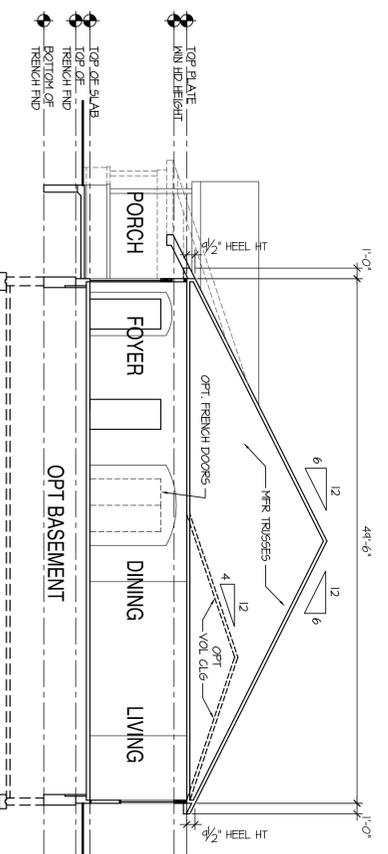
**Unit 1716 "A"**  
**Roof Plan**  
 SCALE: 1/4"=1'-0"  
 2007 BSB DESIGN, INC.



**Unit 1716 "A"**  
**Front Elevation**  
 SCALE: 1/4"=1'-0"  
 2007 BSB DESIGN, INC.



**Unit 1716 "A"**  
**Building Section A**  
 SCALE: 1/8"=1'-0"  
 2007 BSB DESIGN, INC.



**Unit 1716 "A"**  
**Building Section B**  
 SCALE: 1/8"=1'-0"  
 2007 BSB DESIGN, INC.



## Exhibit A

### PARCEL ONE:

THAT PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 57 MINUTES 19 SECONDS EAST, 663.15 FEET ALONG THE WEST LINE OF SAID SECTION 11 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, BEING THE NORTHWEST CORNER OF PRESTBURY UNIT 13, PHASE ONE, AS PER DOCUMENT 1925836, RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 52 MINUTES 38 SECONDS EAST, 664.43 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, ALSO BEING THE NORTH LINE OF SAID OF SAID PRESTBURY UNIT 13, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 47 MINUTES 31 SECONDS WEST, 48.31 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, ALSO BEING THE NORTH LINE OF SAID PRESTBURY UNIT 13, THENCE SOUTH 89 DEGREES 47 MINUTES 30 SECONDS EAST, 556.57 FEET TO A POINTED GRANITE MONUMENTAL STONE SITUATED ON THE NORTH LINE OF LAND FORMERLY OWNED BY RICHARD WARD; AT THE INTERSECTION OF THE FORMER EASTERLY LINE OF NORRIS ROAD, ALSO BEING THE NORTH LINE OF SAID PRESTBURY UNIT 13; THENCE SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST, 30.97 FEET ALONG SAID NORTH LINE TO A POINT ON A CURVE THROUGH WHICH A RADIAL LINE BEARS SOUTH 37 DEGREES 39 MINUTES 29 SECONDS EAST, BEING THE NORTHEAST CORNER OF SAID PRESTBURY UNIT 13, FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY 128.26 FEET ALONG THE EASTERLY LINE OF SAID UNIT 13 PHASE ONE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 1521.45 FEET TO A POINT OF REVERSE CURVATURE THENCE SOUTHWESTERLY 567.28 FEET ALONG THE EASTERLY LINE OF SAID UNIT, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 1160.00 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 295.34 FEET ALONG THE EASTERLY LINE OF SAID UNIT, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 588.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 24 MINUTES 17 SECONDS WEST, 747.95 FEET ALONG SAID EASTERLY LINE OF SAID UNIT; THENCE SOUTH 89 DEGREES 35 MINUTES 44 SECONDS EAST, 185.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 183.95 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 283.00 FEET; THENCE SOUTH 36 DEGREES 49 MINUTES 12 SECONDS EAST, 72.41 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 44 SECONDS EAST, 475.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF F.A. 131 (ROUTE 56); THENCE NORTH 15 DEGREES 35 MINUTES 34 SECONDS EAST, 1076.92 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 513.57 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 3373.25 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 25 SECONDS WEST, 770.11 FEET TO THE POINT OF BEGINNING,

(EXCEPTING THEREFROM THAT PART LYING WITHIN PRESTBURY BUSINESS PARK PHASE 1, RECORDED SEPTEMBER 22, 1997 AS DOCUMENT 97K063737 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 24, 1997 AS DOCUMENT 97K0811890, AND ALSO EXCEPTING THEREFROM THAT PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 57 MINUTES 19 SECONDS EAST, 663.15 FEET ALONG THE WEST LINE OF SAID SECTION 11 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, BEING THE NORTHWEST CORNER OF PRESTBURY UNIT 13, PHASE ONE, AS PER DOCUMENT 1925836, RECORDS OF SAID COUNTY, THENCE SOUTH 89 DEGREES 52 MINUTES 38 SECONDS EAST, 664.43 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, ALSO BEING THE NORTH LINE OF SAID PRESTBURY UNIT 13, TO THE NORTHEAST CORNER THEREOF, THENCE SOUTH 00 DEGREES 47 MINUTES 31 SECONDS WEST, 48.31 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, ALSO BEING THE NORTH LINE OF SAID PRESTBURY UNIT 13; THENCE SOUTH 89 DEGREES 47 MINUTES 30 SECONDS EAST, 556.57 FEET TO A POINTED GRANITE MONUMENT STONE SITUATED ON THE NORTH LINE OF LAND FORMERLY OWNED BY RICHARD WARD, AT THE INTERSECTION OF THE FORMER EASTERLY LINE OF NORRIS ROAD, ALSO BEING THE NORTH LINE OF SAID PRESTBURY UNIT 13, THENCE SOUTH 89 DEGREES 20 MINUTES 18 SECONDS EAST, 30.97 FEET ALONG SAID NORTH LINE TO A POINT ON A CURVE THROUGH WHICH A RADIAL LINE BEARS SOUTH 37 DEGREES 39 MINUTES 29 SECONDS EAST, BEING THE NORTHEAST CORNER OF SAID PRESTBURY UNIT 13; THENCE NORTH 89 DEGREES 56 MINUTES 25 SECONDS WEST, 381.76 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE 17.50 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS WEST, 50.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 25 SECONDS WEST, 50.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 35 SECONDS EAST 50.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING), IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

LOTS 1 AND 2 IN PRESTBURY BUSINESS PARK, PHASE 1 IN PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE TOWNSHIP OF SUGAR GROVE, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1997 AS DOCUMENT 97K063737 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 97K081189 IN KANE COUNTY, ILLINOIS.

PARCEL THREE:

EASEMENT FOR PRIVATE ROAD FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL TWO AS SET FORTH ON THE CERTIFICATE APPENDED TO THE PLAT OF PRESTBURY BUSINESS PARK PHASE 1 RECORDED SEPTEMBER 22, 1997 AS DOCUMENT 97K063737 AND CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 97K081189, IN KANE COUNTY, ILLINOIS.

**Meadowridge Villas**  
**Exhibit F Amended - Village Development Related Fees (rev. 1/24/11)**

Valid for a period commencing 02/01/11 and ending 01/31/16, at which time the original **Exhibit F** shall be restored to full force and effect. During the period this amended Exhibit F is in effect this project shall not be eligible for the Village fee reduction program currently in effect and scheduled to end on October 31, 2011. Eligibility for an extension of the existing fee reduction program or future programs will be at the discretion of the Village.

**Permit/Review Fees per Unit**

Fee	Timing of Payment	Amount
Building Permit	Payable per VILLAGE Ordinance	27.00 / 100 sq. ft.
Certificate of Occupancy	Payable per VILLAGE Ordinance	100.00
Unit Engineering Review	Payable per VILLAGE Ordinance	440.00 and Note 1
Water Meter	Payable per VILLAGE Ordinance	Note 2
Plan Review	Payable per VILLAGE Ordinance	10% of Building Permit & Certificate of Occupancy
Post CO Fees	Payable per VILLAGE Ordinance	Note 3

**Donations and Connection Fees per Unit**

Fee/Unit	Timing of Payment	Amount
<b>Village</b>		
Village Capital Improvement Fee	At Building Permit	6,280.00
Village Sewer Connection Fee	At Building Permit	940.00
Village Water Connection Fee	At Building Permit	5,300.00
Village Life Safety – Police	At Building Permit	180.00
Village Life Safety – Streets	At Building Permit	180.00
Village Emergency Warning	At Final Plat	0.00 (Zero)
Village Road Impact Fee	At Building Permit	910.00
Village Commercial Fee	At Building Permit	0.00 (Zero)
Village Transition Fee	At Building Permit	0.00 (Zero)
Additional Development Impact Fee	At Final Plat	0.00 (Zero)
<b>School</b>		
School Land Cash	At Building Permit	0.00 (Zero)
School Capital Impact Fee	At Building Permit	0.00 (Zero)
School Transition Fee	At Certificate of Occupancy	0.00 (Zero)

<b>Park</b>		
Park Land Cash	At Building Permit	0.00 (Zero)
Park Capital Development Fee	At Building Permit	400.00
Park Transition Fee	At Building Permit	0.00 (Zero)
<b>Fire</b>		
Fire Impact Fee	At Building Permit	243.00
Fire Transition Fee	At Building Permit	0.00 (Zero)
<b>Library</b>		
Library Impact Fee	At Building Permit	106.00
Library Transition Fee	At Building Permit	0.00 (Zero)
<b>Township</b>		
Township Transition Fee	At Building Permit	0.00 (Zero)

Note 1 - Said fee may be increased at the discretion of, and by, the Village a maximum of \$20.00 per year beginning May 1, 2011.

Note 2 - Varies by size of meter, amount to be paid shall be that amount set by VILLAGE uniformly throughout VILLAGE. Said fee may be altered and increased at the discretion of, and by, the Village. Fees for a 1" or smaller meter may not increase more than \$10 per year beginning May 1, 2011.

Note 3 - Permit fees permits requested by an end user (a home purchaser rather than a developer) of a residential unit for any purpose after the Certificate of Occupancy is issued shall not be subject to this agreement and may be altered and increased at the discretion of, and by, the Village at any time.

DR Horton Cambridge Meadowridge Villas

Unit Square Footage:

1401

1528

1668

1716

Building Materials:

Roof:	Architectural Shingles
Trim Boards:	LP Smart Trim 5/4 Pre-finished (front elevations only)
Corners:	LP Smart Trim 5/4 Pre-finished (front elevations only)
Windows:	LP Smart Trim 5/4 Per-finished (front elevations only)
Frieze:	LP Smart Trim 5/4 Per-finished (front elevations only)
Soffit and Fascia	Reynolds Vinyl Soffit / Aluminum Fascia .019
Siding:	Reynolds Double 4 –Vinyl .042
Brick Allowance:	Face brick per Cambridge Package
Shutters (Louver/Panel):	Pre-finished Vinyl- Per Plan
Front Exterior Door:	Six panel fiberglass insulated side lites/transoms per plan
Garage Door:	Wayne Dalton 16' X 8' 16 Panel Door-steel insulated



**The Bach & The Mozart**



**The Haydn & The Beethoven**