Village President P. Sean Michels Village Clerk Cynthia Galbreath Village Administrator Brent M. Eichelberger	SUGAR GROVE 10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521	Village Trustees Robert Bohler Kevin Geary Sean Herron Mari Johnson Rick Montalto David Paluch

March 11, 2014
Special Board Meeting
4:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment on Items Scheduled for Action
5. General Business
   a. Ordinance: Annexation Agreement Amendment –Meadowridge Villas
   b. Resolution: Authorizing an Economic Development Agreement
   c. Resolution: Authorizing an Inducement Agreement
6. New Business
7. Reports
8. Public Comments
9. Closed Session: Land Acquisition, Personnel, Litigation
10. Adjournment

Members of the public wishing to address the Board shall adhere to the following rules and procedures:

1. Complete the public comment sign-in sheet prior to the start of the meeting.
2. The Village President will call members of the public to the podium at the appropriate time.
3. Upon reaching the podium, the speaker should clearly state his or her name and address.
4. Individual comment is limited to three (3) minutes. The Village President will notify the speaker when time has expired.
5. Persons addressing the Board shall refrain from commenting about the private activities, lifestyles, or beliefs of others, including Village employees and elected officials, which are unrelated to the business of the Village Board. Also, speakers should refrain from comments or conduct that is uncivil, rude, vulgar, profane, or otherwise disruptive. Any person engaging in such conduct shall be requested to leave the meeting.
6. The aforementioned rules pertaining to public comment may be waived by the Village President, or by a majority of a quorum of the Village Board.
7. Except during the time allotted for public discussion and comment, no person, other than a member of the Board, shall address that body, except with the consent of two (2) of the members present.

VILLAGE OF SUGAR GROVE
BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT. DIRECTOR

SUBJECT: ORDINANCE: SECOND AMENDMENT TO THE MEADOWRIDGE VILLAS ANNEXATION AGREEMENT

AGENDA: MARCH 11, 2014 SPECIAL VILLAGE BOARD MEETING

DATE: MARCH 7, 2014

ISSUE

Shall the Village Board approve and adopt an Annexation Agreement Amendment for Meadowridge Villas.

DISCUSSION

The annexation agreement amendment is necessary in order to capture costs for certain public improvements in the incomplete subdivision, and to memorialize the building architecture and landscaping improvements for the new construction.

The Village Board previously held the required public hearing and discussed K. Hovnanian's plans for Meadowridge Villas. The Board was generally pleased with the applicant's proposal for the residences, their cooperative approach with the homeowners association, and their sensitivity to the Village's concerns about damage and repair to existing accepted public improvements in the subdivision.

K. Hovnanian at Meadowridge Villas, LLC (contract purchaser) and Melrose Holdings, Inc. (bank owner) have requested review and approval of an amendment to the Meadowridge Villas Annexation Agreement. Staff and the Village Attorney have reviewed and revised the Annexation Agreement amendment and present it in form and substance we believe the Board will find acceptable. In summary, the annexation agreement amendment addresses the following issues and concerns:

A. Clarification of the tree mitigation requirement. K Hovnanian has worked with the Meadowridge Villas Homeowners Association to develop an agreement as to the number and location of mitigation trees on Parcel C in the development.

B. Fees, donations and contributions.

C. Architectural elevations. While the architectural elevations are similar, they are different from those included in the original Annexation Agreement. The HOA has given K. Hovnanian its support and approval of their proposed building appearance. The Village Architectural Resources Group has reviewed the proposed building architecture and has given its support.

   The requirement for enhanced rear elevations is removed for the buildings on Lots 42 thru 48 facing IL 56 because the rear elevations of these buildings will not be visible to passersby on IL 56 due to the topography, landscaping and the distance of the buildings from the highway. Lots 29 and 30, nearest IL 56, were added to the list of lots requiring the enhanced rear elevations.

D. Security for damage to accepted public improvements. Since the streets in Meadowridge Villas have been completed and accepted, the Staff is requiring provisions in the amendment to provide security for damage to accepted public improvements in the development.

COSTS

There are publication and Village Attorney costs associated with the annexation agreement amendment process that the applicant will pay for.

RECOMMENDATION

That the Village Board authorize execution of the 2nd Amendment to the Meadowridge Villas Annexation Agreement.

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

Reserved for Recorder's Use

2nd AMENDMENT TO ANNEXATION AGREEMENT

(Meadowridge Villas-New Developer)

This 2nd Amendment to Annexation Agreement (the "2nd Amendment"), is made and entered into this 11th day of March, 2014, by and between the VILLAGE OF SUGAR GROVE, a municipal corporation (the "VILLAGE") and K. Hovnanian at Meadowridge Villas, LLC, an Illinois limited liability company, or its assign (the "CONTRACT PURCHASER" and also referred to as the "NEW DEVELOPER") and Melrose Holdings 8, LLC, an Illinois limited liability company (the "CURRENT OWNER or "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, BANK currently owns fee simple interest to portions of the property which is legally described in **Exhibit A**, attached hereto, (the "Property") and CONTRACT PURCHASER may purchase the Property from BANK at which point CONTRACT PURCHASER will own all remaining buildable lots; and

WHEREAS, it is the desire of the VILLAGE to amend the Meadowridge Villas annexation agreement recorded as Document No. 2005K092590 in Kane County, Illinois ("Original Annexation Agreement") and 1st Amendment To Annexation Agreement recorded in Kane County as Document No. 2010K081810 ("1st Amendment") for the Property and facilitate its future development pursuant to the terms and conditions of this 2nd Amendment and the ordinances of the VILLAGE; and

WHEREAS, all notices required by law relating to this 2nd Amendment 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 2nd 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 the binding 2nd Amendment with respect to the Property and to provide for various other matters related directly or indirectly to the development 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 2nd 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 acquiring fee simple ownership of the Property it will become the "New Developer" and "Future Lot Owners/Builders" as those terms are used in paragraph 1(B)(f) of the 1st Amendment. As such, the CONTRACT PURCHASER acknowledges that it shall, upon closing, be responsible for the obligations of the 1st Amendment for the lots purchased by CONTRACT PURCHASER, subject to the modifications specified herein. The obligation for mitigation trees, parkway and sidewalk improvements (and parkway restoration) specified in the Original Annexation Agreement and 1st Amendment shall be fulfilled as specified in this Paragraph 1(a) and parkway and sidewalk improvements (and parkway restoration) shall be fulfilled in the front and corner side frontage of any lots owned by CONTRACT PURCHASER from time to time. The VILLAGE and CONTRACT PURCHASER hereby agree that CONTRACT PURCHASER's total obligation for mitigation trees shall be the installation of forty (40) mitigation trees which shall be planted as follows: (i) no fewer than twelve (12) mitigation trees in Parcel C as depicted on the Final Plat of Subdivision For Meadowridge Villas recorded in Kane County as Document No. 2006K061948 (the "South Meadow"); and (ii) no fewer than one (1) mitigation tree planted on each of the twenty-eight (28) remaining duplex building pads (lots 1-4, 8-20, 25, 29, 30, 41-48). 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 therefor.

b) All sections of the Original Annexation Agreement and the 1st Amendment not specifically affected hereunder shall remain in full force and effect.

c) VILLAGE acknowledges that except for mitigation trees, sidewalks, parkway trees and parkway improvements (and parkway restoration) in front of lots actually owned by CONTRACT PURCHASER from time to time, all public improvements of the Original Annexation Agreement and 1st Amendment have been completed and accepted by the VILLAGE. The VILLAGE hereby affirms that the CONTRACT PURCHASER shall have no obligations pursuant to the Original Annexation Agreement and 1st Amendment with respect to any on-site or off-site public improvements other than with respect to mitigation trees, sidewalks, parkway trees and parkway improvements (and parkway restoration) adjacent to each lot acquired by CONTRACT PURCHASER. CONTRACT PURCHASER shall not be required to post surety for the estimated cost of grading, parkway trees and sidewalk as specified in Paragraph 1(B)(f) of the 1st Amendment.

d) VILLAGE acknowledges that the R-3 Planned Unit Development zoning permitting development of the Property, including, but not limited to, all variances, densities and bulk standards as set forth in the Original Annexation Agreement, are still in full force and effect allowing CONTRACT PURCHASER to build its intended housing product on the Property.

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 2nd 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 **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 **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 as specified herein 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 gables at the

rear corners on facades 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 with the addition of gables at the rear corners on Lot 29 and Lot 30; (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 2 D. ORIGINAL ANNEXATION AGREEMENT AMENDED

Paragraph 2 D. of the Original Annexation Agreement is hereby amended to specify that CONTRACT PURCHASER shall not be required to install fire suppression sprinkler or burglar alarm systems (unless required by a superior governmental law or regulation requiring same) in construction of each of the dwelling units on the Property. CONTRACT PURCHASER shall be permitted to comply to the 2012 International Energy Conservation Code (or any State-mandated update to the IECC) using the Performance Method via REM/Rate home energy rating reports or similar.

5. SECTION 2 E. OF THE ORIGINAL ANNEXATION AGREEMENT AND SECTION 1(B)(F) OF THE 1ST AMENDMENT AMENDED.

Section 2 E. of the Original Annexation Agreement and Section 1(B)(f) of the 1st Amendment are hereby amended to specify that the CONTRACT PURCHASER shall not be required to post any security for damage to already existing and accepted public improvements with the exception that CONTRACT PURCHASER shall post surety in the amount of Ten Thousand Dollars ($10,000), to cover repair costs for potential roadway, sidewalks, parkway tree or curb damage, which may take the form of a cash deposit ("Cash Deposit"). All necessary repair arising out of the activities of CONTRACT PURCHASER, and its contractors will be made by CONTRACT PURCHASER in a timely fashion, weather permitting. If CONTRACT PURCHASER fails to repair any roadway or curbs in a timely manner the funds necessary to repair any said damage shall be deducted by the VILLAGE from said Cash Deposit (which must then be replenished by CONTRACT PURCHASER) and until CONTRACT PURCHASER provides adequate assurances of avoidance of future incidents (to the satisfaction of the Village staff), the Village shall withhold further building permits for future lots. For a period of one (1) year after the VILLAGE's acceptance of the CONTRACT PURCHASER's improvements specified in Paragraph 1 (a) above the VILLAGE shall continue to hold the Ten Thousand Dollar ($10,000) Cash Deposit to provide sufficient funds to correct any defects in material or workmanship in the CONTRACT PURCHASER'S improvements. All necessary warranty repair will be made by CONTRACT PURCHASER in a timely fashion, weather permitting. If CONTRACT PURCHASER fails to make any required repairs in a timely manner the funds necessary to repair any defect may be deducted by the VILLAGE from said Cash Deposit (which must then be replenished by CONTRACT PURCHASER). At the expiration of said one year period the Cash Deposit shall be returned to CONTRACT PURCHASER.

6. SECTION 6 A. OF THE ORIGINAL ANNEXATION AGREEMENT AMENDED.

Section 6 A. of the Original Annexation Agreement is hereby amended so that all signage rights, both off-site and on-site granted to the Original Developer and including signage specified along

Route 56, are hereby extended to and vested in the CONTRACT PURCHASER.

7. SECTION 6 B. OF THE ORIGINAL ANNEXATION AGREEMENT AMENDED.

Section 6 B. of the Original Annexation Agreement is hereby amended so that all model home rights (including integral sales office) granted to the Original Developer are hereby extended to and vested in the CONTRACT PURCHASER.

8. SECTION 11 C. ORIGINAL ANNEXATION AGREEMENT AMENDED

Section 11 C 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 $440.00 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. "

9. SECTION 11 I AMENDED

Section 11 I 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)."

10. SECTION 19 C AMENDED

Section 19 C of the Original Annexation Agreement is amended to read as follows:

C. "Addresses"

Notice shall be provided at the following addresses:

VILLAGE:	VILLAGE of Sugar Grove 10 S. Municipal Drive Sugar Grove, IL 60554 Attn: VILLAGE Administrator
Copy to:	VILLAGE Attorney: Peter Wilson & Steve Andersson P.O. Box 787 2111 Plum Street, Suite 201 Aurora, IL 60507-0787

CONTRACT PURCHASER:

K. Hovnanian at Meadowridge Villas, LLC
% K. Hovnanian Homes
Attn: Scott Barenbrugge, Director of Land Acquisition
1804 N. Naper Boulevard, Suite 200
Naperville, IL 60563
Direct 630-210-8867
Mobile 630-607-9789
sbarenbrugge@khov.com

Copy to:

Vincent M. Rosanova
Rosanova & Whitaker, Ltd.
30 W. Jefferson Street, Suite 200
Naperville, IL 60540
630-355-4600 (phone)
630-352-3610 (fax)

BANK:

Melrose Holdings 8, LLC
% West Suburban bank
Attn: Tim Dineen
717 S. Westmore-Meyers Road
Lombard, IL 60148

Copy to:

Mark F. Kalina, Esq.
Guerard Kalina & Butkus
100 W. Roosevelt Road, Suite A-1
Wheaton, IL 60187

11. BINDING EFFECT AND TERM.

The Original Annexation Agreement, the 1st Amendment and this 2nd 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 herein 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.

12. 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 2nd Amendment or enacted during the pendency of this

Amendment, the provision of this 2nd Amendment shall prevail to the extent of any such conflict or inconsistency.

13. PARTIAL INVALIDITY OF AGREEMENT.

If any provision of this 2nd 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 2nd Amendment are declared to be severable. If for any reason during the term of this 2nd 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.

14. ARMS LENGTH NEGOTIATION.

This 2nd 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 2nd 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 2nd Annexation Amendment the day and year first above written.

Signature Pages to Follow This Page

Signature Page to 2nd Amendment to Annexation Agreement

VILLAGE:
THE VILLAGE OF SUGAR GROVE

By: _____
P. SEAN MICHELS, VILLAGE President

Attest: _____
CYNTHIA L. GALBREATH, VILLAGE Clerk

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 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 and 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 _____, 2014.

_____
Notary Public

Signature Page to 2nd Amendment to Annexation Agreement

BANK:
MELROSE HOLDINGS 8, LLC

By: _____

Its: _____

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 _____ , as _____ of Melrose Bank Holdings, LLC, 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 acknowledged that as such _____ he/she signed and delivered the said instrument as the free and voluntary act of said limited liability company and as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2014.

_____
Notary Public

Signature Page to 2nd Amendment to Annexation Agreement

CONTRACT PURCHASER:
K. Hovnanian at Meadowridge Villas, LLC

By: _____

Its: _____

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 _____, the _____ of K. Hovnanian at Meadowridge Villas, LLC, 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 acknowledged that as such _____, he/she signed and delivered the said instrument as the free and voluntary act of said limited liability company, and as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and official seal, this _____ day of _____, 2014.

_____
Notary Public

LIST OF EXHIBITS

Exhibit A	LEGAL DESCRIPTION OF SUBDIVISION
Exhibit E2 Amended	ARCHITECTURAL ELEVATIONS
Exhibit F Amended	VILLAGE DEVELOPMENT RELATED FEES

Exhibit A
Legal Description of Subdivision

LOTS 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 25, 29, 30, 41, 42, 43, 44, 45, 46, 47 AND 48 IN MEADOWRIDGE VILLAS, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2006 AS DOCUMENT 2006K061948 AND CERTIFICATE OF CORRECTION RECORDED JULY 27, 2006 AS DOCUMENT 2006K081880, IN KANE COUNTY, ILLINOIS

Exhibit E-2 Amended

Architectural Elevations

Exhibit F Amended

Village Development Related Fees

Meadowridge Villas
Exhibit F Amended - Village Development Related Fees (rev. 10/30/13)

Valid for a period commencing 02/01/14 and ending 01/31/19, at which time the original **Exhibit F** shall be restored to full force and effect. 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 (Note 3)	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
Water Meter (1”)	Payable per VILLAGE Ordinance	Note 1
Plan Review	Payable per VILLAGE Ordinance	10% of Building Permit & Certificate of Occupancy
Post CO Fees	Payable per VILLAGE Ordinance	Note 2

Donations and Connection Fees per Unit

Fee/Unit (Note 3)	Timing of Payment	Amount
Village		
Village Capital Improvement Fee	At Certificate of Occupancy	5,280.00
Village Sewer Connection Fee	At Certificate of Occupancy	940.00
Village Water Connection Fee	At Certificate of Occupancy	5,300.00
Village Life Safety – Police	At Certificate of Occupancy	180.00
Village Life Safety – Streets	At Certificate of Occupancy	180.00
Village Emergency Warning	At Final Plat	0.00 (Zero)
Village Road Impact Fee	At Certificate of Occupancy	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)
School		
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)

Park		
Park Land Cash	At Building Permit	0.00 (Zero)
Park Capital Development Fee	At Certificate of Occupancy	400.00
Park Transition Fee	At Building Permit	0.00 (Zero)
Fire		
Fire Impact Fee	At Certificate of Occupancy	243.00
Fire Transition Fee	At Building Permit	0.00 (Zero)
Library		
Library Impact Fee	At Certificate of Occupancy	106.00
Library Transition Fee	At Building Permit	0.00 (Zero)
Township		
Township Transition Fee	At Building Permit	0.00 (Zero)

Note 1 – 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.

Note 2 - 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.

Note 3 - The Parties further acknowledge and agree that the fees listed herein are being donated solely to the VILLAGE (notwithstanding titles and headings herein), and the use, method, manner, timing and distribution of any subsequent distributions by the VILLAGE to other governmental entities, if at all, shall be solely controlled by the VILLAGE.

Front Elevation

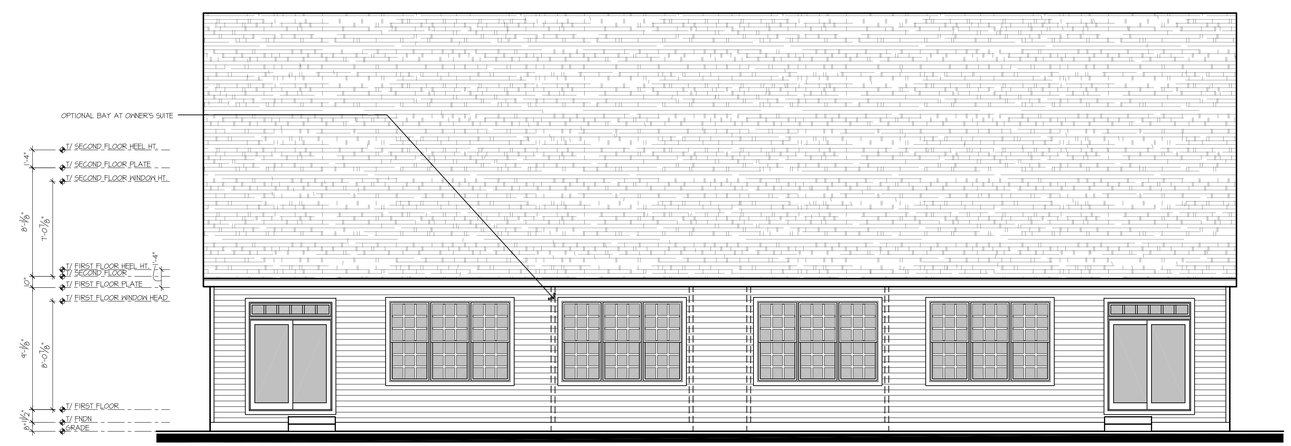
scale: 3/16" = 1'-0"

Right Elevation

scale: 3/16" = 1'-0"

Left Elevation

scale: 3/16" = 1'-0"



Rear Elevation

scale: 3/16" = 1'-0"

Building 'AA'

Meadowridge Villas

Sugar Grove, Illinois

KJ Jovnanian Homes

bsbdesign.com

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)

December 06, 2013

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BSB DESIGN

Front Elevation

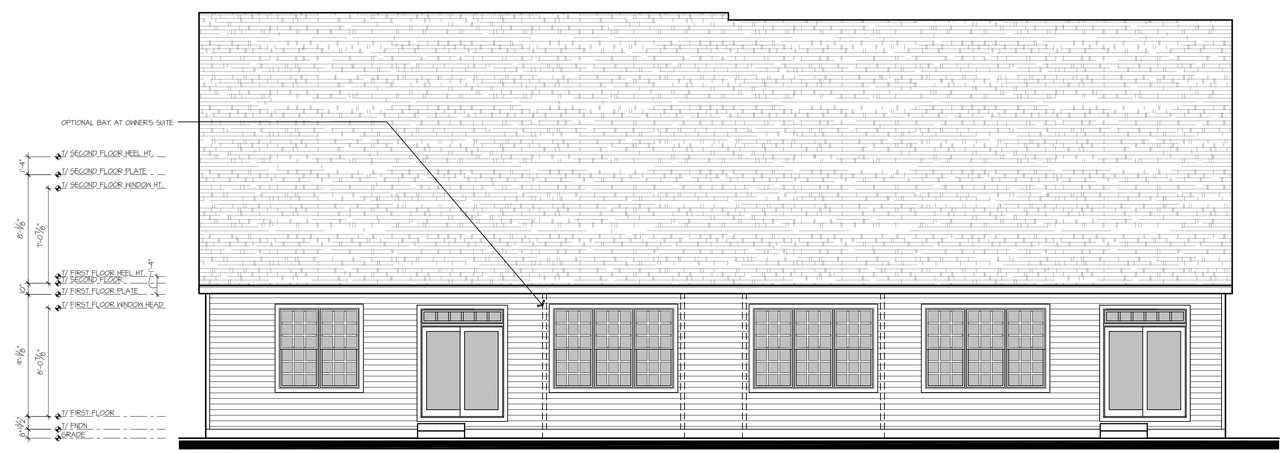
scale: 3/16" = 1'-0"

Right Elevation

scale: 3/16" = 1'-0"

Left Elevation

scale: 3/16" = 1'-0"



Rear Elevation

scale: 3/16" = 1'-0"

Building 'AB'

Meadowridge Villas

Sugar Grove, Illinois

KJ Jovanian Homes

bsbdesign.com

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)

December 06, 2013

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BSB DESIGN

Front Elevation

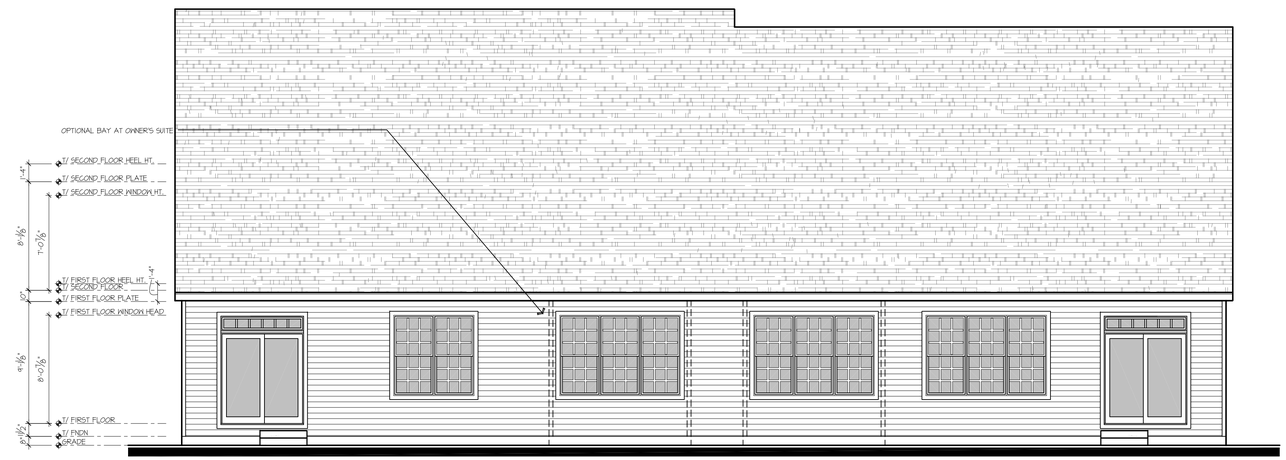
scale: 3/16" = 1'-0"

Right Elevation

scale: 3/16" = 1'-0"

Left Elevation

scale: 3/16" = 1'-0"



Rear Elevation

scale: 3/16" = 1'-0"

Building 'AC'

Meadowridge Villas

Sugar Grove, Illinois

December 06, 2013

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KJ Jovanian Homes

bsbdesign.com

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)

BSB DESIGN

Front Elevation

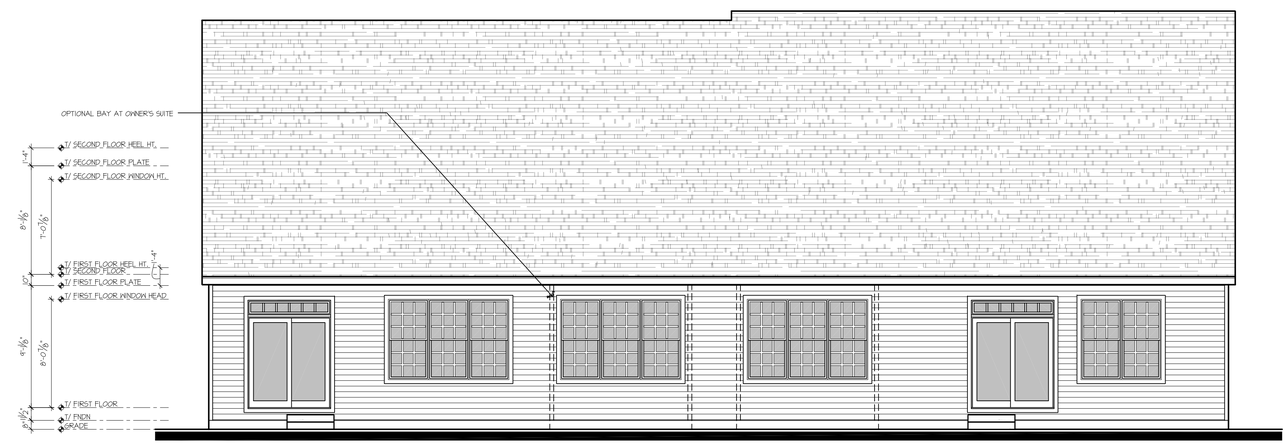
scale: 3/16" = 1'-0"

Right Elevation

scale: 3/16" = 1'-0"

Left Elevation

scale: 3/16" = 1'-0"



Rear Elevation

scale: 3/16" = 1'-0"

Building 'DA'

Meadowridge Villas

Sugar Grove, Illinois

KJ Jovanian Homes

bsbdesign.com

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.)

December 06, 2013

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Front Elevation

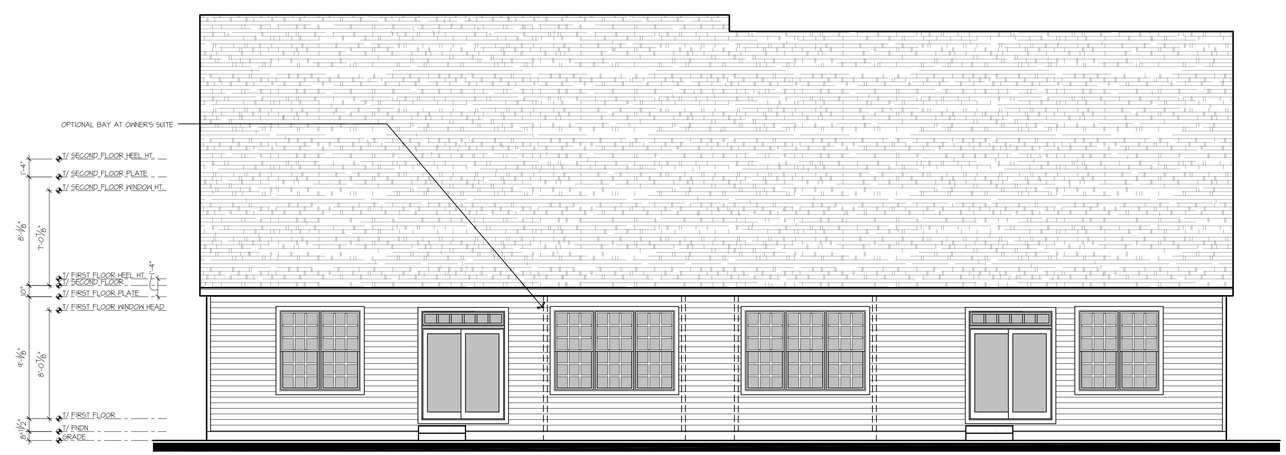
scale: 3/16" = 1'-0"

Right Elevation

scale: 3/16" = 1'-0"

Left Elevation

scale: 3/16" = 1'-0"



Rear Elevation

scale: 3/16" = 1'-0"

Building 'DB'

Meadowridge Villas

Sugar Grove, Illinois

KJ Jovanian Homes

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December 06, 2013

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BSB DESIGN

Front Elevation

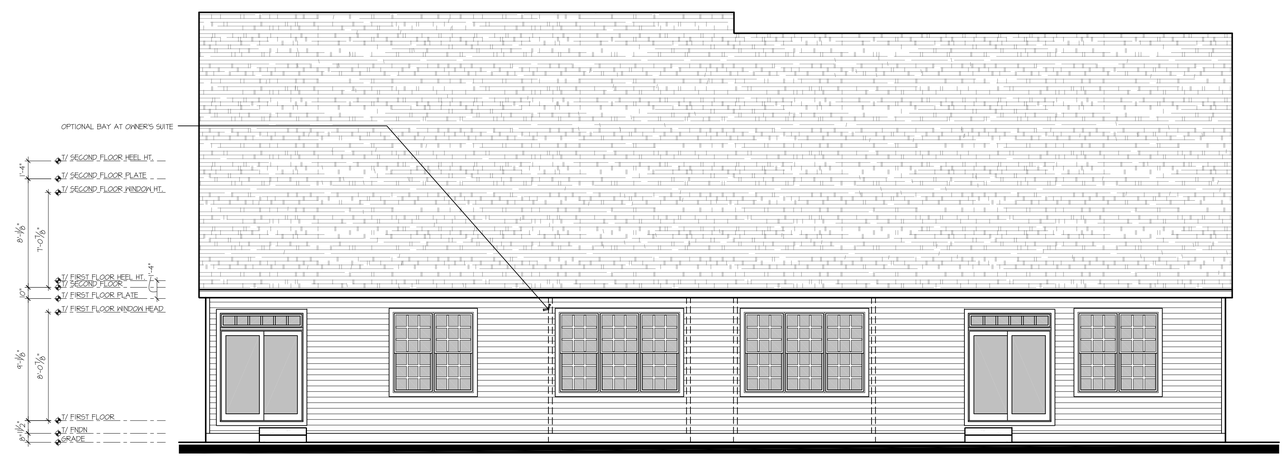
scale: 3/16" = 1'-0"

Right Elevation

scale: 3/16" = 1'-0"

Left Elevation

scale: 3/16" = 1'-0"



Rear Elevation

scale: 3/16" = 1'-0"

Building 'DC'

Meadowridge Villas

Sugar Grove, Illinois

December 06, 2013

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BSB DESIGN

VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

ORDINANCE NO. 2014-0311

AN ORDINANCE AUTHORIZING EXECUTION OF THE 2ND AMENDMENT TO ANNEXATION AGREEMENT FOR MEADOWRIDGE VILLAS IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS (K. HOVNANIAN AT MEADOWRIDGE VILLAS, LLC)

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 11th day of March, 2014.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 11th day of January, 2014.

VILLAGE OF SUGAR GROVE

ORDINANCE NO. 2014-0311_

AN ORDINANCE AUTHORIZING EXECUTION OF THE 2ND AMENDMENT TO ANNEXATION AGREEMENT FOR MEADOWRIDGE VILLAS IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS (K. HOVNANIAN AT MEADOWRIDGE VILLAS, LLC)

BE IT ORDAINED by the 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 5/1-8 *et seq.*; and,

WHEREAS, K. Hovnanian at Meadowridge Villas, LLC an Illinois limited liability company, and Melrose Holdings 8, LLC have petitioned for an amendment to the Annexation Agreement for Meadowridge Villas; and,

WHEREAS, the corporate authorities of the Village have held a public hearing on the proposed amended agreement, similar in form and substance to the Agreement attached hereto, pursuant to notice by publication in a newspaper of general circulation in the Village being not less than 15 days nor more than 30 days prior to said public hearing; and,

WHEREAS, the corporate authorities have approved this Agreement; and,

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: AMENDED ANNEXATION AGREEMENT

That the Annexation Agreement Amendment entered into by and between the VILLAGE OF SUGAR GROVE, an Illinois municipal corporation, K. Hovnanian at Meadowridge Villas, LLC, and Melrose Holdings 8, LLC, setting forth terms and conditions relating to the territory described in **Exhibit A** is hereby incorporated by reference in this ordinance as if fully set forth in the body hereof, a copy of which is attached hereto as **Exhibit B.** Said **Exhibit B** is hereby approved and the Village President and Clerk are hereby authorized to execute said amended agreement on behalf of the Village of Sugar Grove.

SECTION TWO: RECORDING AND NOTICE

The Village Clerk is hereby authorized to record this ordinance along with all exhibits in the Office of the Recorder of Kane County.

SECTION THREE: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this annexation 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 from and after its passage, approval 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 11th day of March, 2014.

_____
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 Robert E. Bohler	___	___	___	___
Trustee Kevin M. Geary	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee David Paluch	___	___	___	___
President P. Sean Michels	___	___	___	___

Exhibit A

LOTS 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 25, 29, 30, 41, 42, 43, 44, 45, 46, 47 AND 48 IN MEADOWRIDGE VILLAS, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2006 AS DOCUMENT 2006K061948 AND CERTIFICATE OF CORRECTION RECORDED JULY 27, 2006 AS DOCUMENT 2006K081880, IN KANE COUNTY, ILLINOIS.

Exhibit B

(Annexation Agreement Amendment on following pages).