

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF KENDALL         )

200600031434  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
09-29-2006 At 02:31 PM.  
ORDINANCE           88.00  
RHSP Surcharge       10.00

**ORDINANCE NO. 2006- 81**

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN ANNEXATION AGREEMENT OF  
(Yorkwood Estates)**

WHEREAS, it is prudent and in the best interest of the UNITED CITY OF YORKVILLE, Kendall County, Illinois, that a certain Annexation Agreement pertaining to the annexation of real estate described on the Exhibit "A" attached hereto and made a part hereof entered into by the UNITED CITY OF YORKVILLE; and

WHEREAS, said Annexation Agreement has been drafted and has been considered by the City Council; and

WHEREAS, the legal owners of record of the territory which is the subject of said Agreement are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 11-15.1.1, as amended, for the execution of said Annexation Agreement has been fully complied with; and

WHEREAS, the property is presently contiguous to the City.

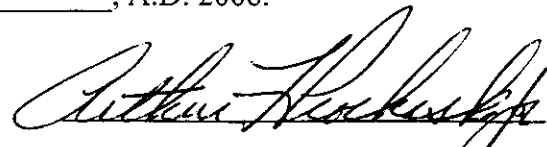
NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE UNITED CITY OF YORKVILE, KENDALL COUNTY, ILLINOIS, AS FOLLOWS;

Section 1: The Mayor and the City Clerk are herewith authorized and directed to execute, on behalf of the City, an Annexation Agreement concerning the annexation of the real estate described therein, a copy of which Annexation Agreement is attached hereto and made a part hereof.

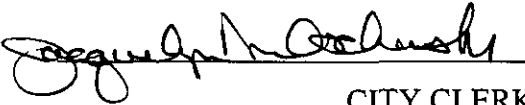
Section 2: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

JAMES BOCK	<u>y</u>	JOSEPH BESCO	<u>y</u>
VALERIE BURD	<u>n</u>	PAUL JAMES	<u>y</u>
DEAN WOLFER	<u>y</u>	MARTY MUNNS	<u>y</u>
ROSE SPEARS	<u>n</u>	JASON LESLIE	<u>—</u>
		MAYOR PROCHASKA	<u>y</u>

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 8<sup>th</sup> Day of AUGUST, A.D. 2006.

  
MAYOR

Passed by the City Council of the United City of Yorkville, Kendall County,  
Illinois this 8<sup>th</sup> day of AUGUST, A.D. 2006.

ATTEST:   
CITY CLERK

Prepared by:

John Justin Wyeth  
City Attorney  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

REVISED August 17, 2006

---

---

John Wyeth  
800 Game Farm Road  
Yorkville, Illinois 60560  
630.553.4350

**ANNEXATION AGREEMENT**  
**THE YORK WOOD ESTATES SUBDIVISION**

THIS AMENDMENT TO ANNEXATION AGREEMENT, ANNEXATION AGREEMENT AND PLANNED UNIT DEVELOPMENT AGREEMENT (“**Agreement**”), is made and entered as of the 8<sup>th</sup> day of AUGUST, 2006, by and between JW & WD DEVELOPMENT, L.L.C., an Illinois limited liability company (“**Owner**”) and (“**Developer**”), and the UNITED CITY OF YORKVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (“**City**”) by and through its Mayor and Alderman (“**Corporate Authorities**”). OWNER, DEVELOPER and the City are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS:**

- A. OWNER is the OWNER of record of those certain parcels of real estate legally described on Exhibit “A” attached hereto (“**York Wood Estates**”).
- B. The Owner desires to annex the Property to the City upon terms and conditions recited in this agreement.
- C. The Owner, after full consideration, recognizes the many advantages and benefits resulting from the annexation of the Property to the City.
- D. The OWNER desires to annex additional property on exhibit A to the City for the purposes of developing one contiguous planned unit development (PUD) known as the York Wood Estates Subdivision (approximately 178.3 acres).
- E. DEVELOPER desires to proceed with the development thereof for residential use in accordance with the terms and provisions of this Agreement.
- F. The property is not included within the corporate limits of any municipality.

G. DEVELOPER proposes that York Wood Estates as legally described and depicted in Exhibit "A" attached hereto be rezoned under the R-2 One-Family Residence District provisions of the City Zoning Ordinance ("**Zoning Ordinance**"),

H. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of the City upon the matters covered by this Agreement.

I. The City and DEVELOPER have given all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and the City Code.

J. The Corporate Authorities, after due and careful consideration, have concluded that the Agreement of the Annexation Agreement in accordance with the terms and provisions of this Agreement, and the rezoning, subdivision and development of the Property as provided for herein, will inure to the benefit and improvement of the City in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of the City and will otherwise enhance and promote the general welfare of the people of the City.

K.

- (i) Each party agrees that it is in the best interests of the OWNER and DEVELOPER and the City to annex and develop the subject real property described in the Attached Exhibit "A" as a Planned Unit Development (PUD) establishing a unique character and to provide for the orderly flow of traffic in the development and to adjoining real property.
- (ii) Each party agrees that it is in the best interest of the local governmental bodies affected and the DEVELOPER and OWNER to provide for specific performance standards in the development of the subject property.
- (iii) Each party agrees that a substantial impact will be had on the services of the United City of Yorkville and the Yorkville School District by development of said real property.
- (iv) The subject real property is located contiguous to the corporate boundaries of the CITY; and not within the corporate boundaries of any other municipality.

L. It is the desire of the CITY, DEVELOPER and OWNER that the development and use of the York Wood Estate Subdivision proceed as conveniently as may be, in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of the CITY now in force and effect, except as otherwise provided in this Agreement.

M. The CITY's Plan Commission has considered the Petition, and the CITY Council has heretofore both requested and approved the proposed land use and the zoning of the same at the request of OWNER/DEVELOPER.

N. The OWNER/DEVELOPER and its representatives have discussed the proposed annexation and have had public meetings with the Plan Commission and the CITY Council, and prior to the execution hereof, notice was duly published and a public hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties hereto agree to enter into this Agreement and to supplement and in addition to the Petition for Zoning and Annexation and drawings submitted therewith, including the approved concept PUD plan to be approved by the CITY Council upon the following terms and conditions and in consideration of the various agreements made between the parties:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of the CITY Ordinances and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. ZONING. As soon as reasonably practicable following the execution of this Agreement, the Corporate Authorities shall adopt such ordinances as may be necessary and appropriate to rezone the Property under the R-2 One-Family Residence District of the CITY Zoning Ordinance (“**Zoning Ordinance**”), One Family Residence District with a Special Use for a Planned Unit Development. The zoning map of the CITY shall thereupon be modified to reflect the classifications of the York Wood Estate Subdivision as aforesaid.

3. SUBDIVISION OF YORK WOOD ESTATES.

- a. The Property shall be developed in the manner and in accordance with the development concept set forth in the Concept PUD Plan, and such development shall be in full conformance with the CITY’s Zoning Ordinance, Subdivision Regulations, Building Code, and other CITY ordinances, codes, rules and regulations pertaining to the development of the Property as provided in Paragraph 8 of this Agreement, except as otherwise modified or varied pursuant to the terms of this Agreement. The engineering design for the sanitary sewer, water, storm sewer service and the storm water retention/detention, as well as the streets and sidewalks within, upon and serving the Property, shall be substantially as provided in the Concept PUD Plan.
- b. OWNERS and DEVELOPER agree that the SUBJECT PROPERTY shall be developed in accordance with the ordinances of the CITY, as approved or subsequently amended, unless otherwise provided for herein, and agree to follow all of the policies and procedures of the CITY in connection with such development except as modified in this Agreement and the Concept PUD Plan (**Exhibit B**).

- c. OWNERS and DEVELOPER agree proposed Final Plat units for this development shall contain a minimum of 40 acres for single family areas.
- d. DEVELOPER agrees to conform its Final Engineering and Final Plats to provide the buffering and screening agreed to between DEVELOPER and the adjoining OWNER of the subject property and approved by the CITY.
- e. Right to Farm Disclosure. DEVELOPER agrees to include Kendall County "Right to Farm Statement" language attached hereto as Exhibit "L" on each Final Plat of Subdivision.

4. VARIATIONS FROM LOCAL CODES. The specific variations and deviations from the CITY's ordinances, rules, and codes as set forth in Exhibit "E" attached hereto have been requested, approved and are permitted with respect to the development, construction, and use of the Subject Property ("**Permitted Variations**").

5. UTILITIES AND PUBLIC IMPROVEMENTS. OWNER and DEVELOPER agree that any extension and/or construction of these utilities and public improvements shall be performed in accordance with existing CITY subdivision regulations as varied by this Agreement, and such work and the cost thereof shall be the sole responsibility of DEVELOPER, except as otherwise provided in this Agreement:

- A. Sanitary Sewer Facilities. DEVELOPER shall cause the Subject Property, or such developable portions thereof as may be appropriate, to be annexed to the Yorkville-Bristol Sanitary District ("**Yorkville Bristol**" or "**YBSD**") for the purpose of extending and connecting to the sanitary sewer lines and treatment facilities of Yorkville-Bristol. The installation of sanitary sewer lines to service the Subject Property and the connection of such sanitary sewer lines to the existing sewer lines of Yorkville-Bristol shall be carried out in substantial compliance with the Final Engineering as approved by the CITY for each Phase of Development. The CITY shall fully cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, permitting the construction and connection of the sanitary sewer lines to the Yorkville-Bristol facilities, in order to facilitate the development and use of each Phase of Development of the Subject Property. The sanitary sewer mains constructed by DEVELOPER for each Phase of Development which are eighteen (18) inches or more in diameter ("**Large Lines**") shall be conveyed to Yorkville-Bristol, and the sanitary sewer lines which are smaller than fifteen inches in diameter ("**Small Lines**") shall be conveyed to the CITY and the CITY shall take ownership of and, at its expense, be responsible for the ongoing care, maintenance, replacement and renewal of said Small Lines following the

CITY's acceptance thereof, which acceptance shall not be unreasonably denied or delayed.

B. Water Facilities. The CITY represents that the water distribution system of the CITY currently has and the CITY will reserve sufficient capacity to service the Subject Property with potable water for domestic water consumption and fire flow protection, if the Subject Property is developed in accordance with this Agreement. The CITY further agrees, following acceptance by the CITY of the public improvements constructed within the Subject Property, to maintain said water distribution system to and within the Subject Property. The CITY further agrees to cooperate with OWNER and DEVELOPER in obtaining such permits as may be required from time to time by both federal and state law, including, without limitation, the Illinois Environmental Protection Act, to permit the Subject Property to be served with potable water and fire flow protection. In addition, the CITY will accept dedication of, and thereafter maintain, all primary water lines constructed by DEVELOPER in substantial conformity with the Final Engineering for each Phase of Development, pursuant to applicable provisions of the Subdivision Ordinance and other applicable codes and ordinances of the CITY. Location and size of the water lines to be installed by DEVELOPER shall be in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development. DEVELOPER shall connect the Subject Property to the CITY water supply system in accordance with the approved engineering. The CITY shall exercise good faith and due diligence to complete the development shall be as provided by ordinance for all properties in the CITY, except as otherwise provided herein.

C. Storm Water Facilities.

1. DEVELOPER shall provide for storm water drainage and the retention/detention thereof upon and from the Subject Property, in substantial conformity with the Preliminary Engineering, subject to review and approval of Final Engineering for each Phase of Development, in the following manner:
  - a. Installation of underground sewers within that part of the Subject Property to be developed and improved with buildings, structures, streets, driveways, and other locations as identified on the Preliminary Engineering, which improvements shall be conveyed to the CITY and thereafter owned and maintained by the CITY.
  - b. Installation of graded, open swales or ditches and storm water retention/detention areas as depicted on the Preliminary Engineering

within that part of the Subject Property designated on the Preliminary Engineering for such purpose, subject to review and approval of Final Engineering for each Phase of Development.

2. The CITY, for the full term of this Agreement, and any extension thereof, shall require no more than that degree and type of storm water retention/detention as is currently called for in the existing ordinances of the CITY.

D. Sidewalks and Street Related Improvements. DEVELOPER shall cause the curb, gutter, street pavement, street lights, recreational path and public sidewalks, to be installed upon the Subject Property in substantial conformity with the Final Engineering as approved for each Phase of Development and the applicable provisions of the Subdivision Regulations of the CITY, as modified or varied pursuant to this Agreement. Notwithstanding anything contained herein or in any CITY ordinance, rule or regulation to the contrary, all public sidewalks and parkway landscaping to be constructed or installed upon the Subject Property pursuant to the approved Final Engineering for each Phase of Development may be installed and completed on a lot by lot or block by block basis, but they remain as a part of the public improvements for each Phase of Development. The CITY shall accept the ownership and maintenance responsibility of the portions of the Trail System/Bike Path, constructed in accordance with the Final Plat and Final Engineering, located in the public right of way.

6. SECURITY INSTRUMENTS.

A. Posting Security. DEVELOPER shall deposit, or cause to be deposited, with the CITY such irrevocable letters of credit, contractor's performance bonds or surety bonds ("**Security Instruments**") to guarantee completion and maintenance of the public improvements to be constructed as a part of the development of each Phase of Development as are required by applicable ordinances of the CITY. The amount and duration of each Security Instrument shall be as required by applicable ordinances of the CITY. All such Security Instruments if in the form of an irrevocable letter of credit shall be substantially in the form set forth in Exhibit "F", attached hereto. The CITY Council, pursuant to recommendation by the CITY Engineer, may from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of eighty-five percent (85%) of the value certified by the CITY Engineer of the completed work, so long as the balance remaining in the Security Instruments is at least equal to one hundred ten percent (110%) of the cost to complete the remaining public improvements for the applicable Phase of Development. The Security Instruments for the public improvements for each Phase of Development shall be deposited with the CITY prior to the recordation of the Final Plat for each Phase of Development.

- B. Release of Underground. Upon completion and inspection of underground improvements in each Phase of Development; and recommendation of acceptance by the CITY engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the CITY Subdivision Control Ordinance.
- C. Release of Streets. Upon completion of street and related road improvements in each Phase of Development; and recommendation of acceptance by the City engineer, DEVELOPER shall be entitled to a release or appropriate reduction of any applicable Security Instrument, subject to a maintenance Security Instrument remaining in place for a one year period from the date of acceptance by the CITY, in conformance with the City Subdivision Control Ordinance.
- D. Transfer and Substitution. Upon the sale or transfer of any portion of the Subject Property, DEVELOPER shall be released from the obligations secured by its Security Instruments for public improvements upon the submittal and acceptance by the CITY of a substitute Security Instrument approved by the CITY, securing the costs of the improvements set forth therein by the proposed DEVELOPER.

7. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS. The public improvements constructed as a part of the development of each Phase of Development shall be accepted by the CITY pursuant to the provisions of the Subdivision Ordinance. The CITY shall exercise good faith and due diligence in accepting said public improvements following DEVELOPER's completion thereof for each Phase of Development in compliance with the requirements of said ordinance.

8. AMENDMENTS TO ORDINANCES. All ordinances, regulations, and codes of the CITY, including, without limitation those pertaining to subdivision controls, zoning, storm water management and drainage, building requirements, official plan, and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Agreement, shall apply to the Subject Property and its development for a period of five (5) years from the date of this Agreement. Any Agreements, repeal, or additional regulations which are subsequently enacted by the CITY shall not be applied to the development of the Subject Property except upon the written consent of DEVELOPER during said five (5) year period. After said five (5) year period, the Subject Property and its development will be subject to all ordinances, regulations, and codes of the CITY in existence on or adopted after the expiration of said five (5) year period, provided, however, that the application of any such ordinance, regulation or code shall not result in a reduction in the number of residential building lots herein approved for the Subject Property, alter or eliminate any of the ordinance variations provided for herein, nor result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of the CITY. The foregoing to the contrary notwithstanding, in the event the CITY is required to modify, amend or enact any ordinance or regulation and to apply the same to the Subject Property pursuant to the

express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Subject Property and be complied with by DEVELOPER, provided, however, that any so called “grandfather” provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Subject Property shall be given full force and effect.

9. BUILDING CODE. The CITY has adopted the International Building Code, which is updated approximately every three years. The building codes for the CITY in effect as of the date of building permit application will govern any and all construction activity within the Subject Property.

10. FEES AND CHARGES. During the first five years following the date of this Agreement, the CITY shall impose upon and collect from the OWNER and/or DEVELOPER, and their respective contractors and suppliers, only those permit, license, tap on and connection fees and charges, and in such amount or at such rate, as are in effect on the date of this Agreement and as is generally applied throughout the CITY.

11. CONTRIBUTIONS. OWNER and DEVELOPER shall not be required to donate any land or money to the CITY, or any other governmental body, except as otherwise expressly provided in this Agreement.

12. HOMEOWNERS ASSOCIATION AND DORMANT SSA. In order to provide for the maintenance of the Subdivision signage, common areas and open space, in the event the Homeowner's Association fails to so maintain, OWNER agrees to execute a consent to the creation of a dormant Special Service Area prior to execution of the First Final Plat of Subdivision by the CITY; and the CITY shall have approved ordinances encumbering all residential units of said subdivision, as to common subdivision signage, storm water management or other common areas of the subdivision.

13. OWNER'S/DEVELOPER'S CONTRIBUTIONS. OWNER or DEVELOPER shall be responsible for making the following contributions to compensate the Yorkville Community School District #115 (“**School District**”) and the United City of Yorkville, Recreation Department (“**Recreation Department**”) for the estimated impact which is projected to be experienced by said districts as a result of the development of the Subject Property in the manner provided for under this Agreement:

A. School Contribution. OWNER or DEVELOPER shall provide cash-in-lieu of land to the CITY for school purposes (“**School Contribution**”). The total land area required for contribution pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 11.055 acres. The school contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of recording the first final plat in accordance with the amount per unit in Exhibit ‘C’. The DEVELOPER has agreed to pay a transition fee to the School District in the amount

of \$3,000.00 per unit. The fee will be paid at the rate of \$3,000 per unit on a per-building permit basis as building permits are issued. The method of payment will be in accordance with the CITY'S current procedure. This procedure is for the Builder for a home to pay the fee for that unit to the School District directly and receive a receipt from the School District for the unit paid and then for this receipt to be presented by the Builder to the CITY prior to the issuance of a building permit for that unit, on a lot by lot basis. Said fees are being paid voluntarily and with the consent of OWNER and DEVELOPER based upon this contractual agreement voluntarily entered into between the parties after negotiation of this Agreement. OWNER AND DEVELOPER knowingly waives any claim or objection as to amount of the specific fees negotiated herein voluntarily.

- B. Park Contribution. OWNER or DEVELOPER shall provide a contribution of land only to the CITY for park purposes ("**Park Contribution**"). The total land area required for contribution for park purposes pursuant to applicable ordinances of the CITY, based upon the Preliminary Plat, is 6.938 acres. OWNER or DEVELOPER shall cause fee title to no less than 1.85 acres of land located in Parcel 3, as identified on the Concept PUD Plan ("**Park Site**") to be conveyed to the CITY, or to such other entity as the CITY shall direct in writing, in partial satisfaction of the Park Contribution. The balance of any park contribution shall be paid by a cash contribution in accordance with the CITY ordinances made at time of conveyance of the park site to the CITY. The Park Site shall be conveyed in such manner and at such time as required by applicable ordinances of the CITY. Prior to conveyance of the Park Site DEVELOPER shall, at its expense, grade, seed and prepare the Park Site in conformity with the Final Engineering.
- C. The fees listed in Exhibit "C" shall be paid to the CITY for each unit. Unless otherwise provided in this Agreement, said development, transition, impact, and other fees shall be paid per individual residential dwelling unit concurrent with the building permit application for that particular residential dwelling unit.

14. PROJECT SIGNS. Following the date of this Agreement and through the date of the issuance of the final occupancy permit for the Subject Property, DEVELOPER shall be entitled to construct, maintain and utilize up to three (3) offsite subdivision identification, marketing and location signs at such locations within or without the corporate limits of the CITY as DEVELOPER may designate (individually an "**Offsite Sign**" and collectively the "**Offsite Signs**"). DEVELOPER shall be responsible, at its expense, for obtaining all necessary and appropriate legal rights for the construction and use of each of the Offsite Signs. Each of the Offsite Signs may be double faced signs which shall not exceed twenty (20) feet in height with an area for each sign face not exceeding two hundred (200) square feet, subject to the requirements of any permitting authority other than the CITY. Each Offsite Sign may be illuminated. In addition to the Offsite Signs, DEVELOPER shall

be permitted to construct, maintain and utilize signage upon the Subject Property as identified in Exhibit "H", attached hereto.

15. MODEL HOMES/PRODUCTION UNITS. During the development and build out period of the Subject Property (subsequent to final plat approval), DEVELOPER, and such other persons or entities as DEVELOPER may authorize, may construct, operate and maintain model homes within the Subject Property staffed with DEVELOPER's, or such other person's or entity's, sales and construction staff, and may be utilized for sales and construction offices. The number of such model homes and the locations thereof shall be as from time to time determined or authorized by DEVELOPER. No off-street parking shall be required for any model home other than the driveway for such model home capable of parking two (2) cars outside of the adjacent road right-of-way. Building permits for model homes, and for up to fifteen (15) production dwelling units, shall be issued by the CITY upon proper application therefore prior to the installation of public improvements (provided a gravel access road is provided for emergency vehicles and upon proof to the CITY the OWNER has demonstrated to the Bristol Kendall Fire Protection District fire hydrants within 300 feet of the dwelling units are operational). Prior to issuance of occupancy permits of model homes, water shall be made available within 300' of homes. There shall be no occupation or use of any production dwelling units until the binder course of asphalt is on the street, the water system and sanitary sewer system needed to service such dwelling unit are installed and operational. Any fire hydrants that are not in service within 30 days of installation shall be marked or bagged by the OWNER. DEVELOPER may locate temporary sales and construction trailers upon the Subject Property during the development and build out of said property, provided any such sales trailer shall be removed within two (2) weeks following issuance of the final occupancy permit for the Subject Property or upon the occupancy of model homes within the Subject Property, whichever shall first occur. Prior to construction of the sales trailer the DEVELOPER shall submit an exhibit of the model trailer site with landscaping and elevations for the Cities approval. The parking lot must have a hard surface before occupancy is permitted. DEVELOPER hereby agrees to indemnify, defend and hold harmless the CITY and the Corporate Authorities (collectively "**Indemnitees**") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. DEVELOPER shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each Phase of Development as the Final Plat and Final Engineering for each such Phase of Development is approved by the CITY. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnitees for each Phase of Development.

16. CONTRACTORS TRAILERS. The CITY agrees that from and after the date of execution of this Agreement, contractor's and subcontractor's supply storage trailers may be placed upon such part or parts of the Subject Property as required and approved by DEVELOPER for development purposes. Said trailers may remain upon the Subject Property until the issuance of the last final occupancy permit for the Subject Property. No contractor's trailers or supply trailers shall be located in the public right-of-way.

17. OVERSIZING OF IMPROVEMENTS. In the event oversizing of public improvements is hereafter requested and properly authorized by the CITY for the Subject Property, and agreed to by DEVELOPER, for any of the public improvements constructed to develop the Subject Property for the purpose of serving property other than the Subject Property, the CITY shall enter into a Recapture Agreement, as defined in Paragraph 18.A. hereof, with DEVELOPER providing for the payment of the cost of such oversizing by the OWNER of properties benefited by the same. The improvements which qualify as oversized and the identity of the benefited properties shall be identified at the time of approval of Final Engineering for a Phase of Development.

18. LIMITATIONS. In no event, including, without limitation, the exercise of the authority granted in Chapter 65, Section 5/11-12-8 of the Illinois Compiled Statutes (2002) ed., shall the CITY require that any part of the Subject Property be designated for public purposes, except as otherwise provided in this Agreement or identified on the Preliminary Plat.

19. RECAPTURE/RECOVERY AGREEMENTS.

A. Benefiting the Subject Property. See Section 21.E of this agreement.

B. Encumbering the Subject Property. Except as otherwise expressly provided in this Agreement, there are currently no recapture agreements or recapture ordinances affecting public utilities which will be utilized to service the Subject Property which the CITY has any knowledge of or under which the CITY is or will be required to collect recapture amounts from OWNER, DEVELOPER, or their successors, upon connection of the Subject Property to any of such public utilities, nor does the CITY have any knowledge of a pending or contemplated request for approval of any such recapture agreement or ordinance which will effect the Subject Property.

20. ESTABLISHMENT OF SPECIAL SERVICE AREA AS PRIMARY FUNDING MECHANISM FOR INSTALLATION OF PUBLIC IMPROVEMENTS.

OWNERS', DEVELOPER's and the CITY agree to establish a special service area ("SSA") as a primary funding mechanism for installation of on-site and off-site public improvements, including, without limitation, potable water, fire flow and/or water storage facilities, roads, storm water facilities (i.e., storm water sewers, collection and conveyance improvements, detention ponds if they benefit off-site properties), sanitary sewer facilities and other public improvements.

The CITY, OWNERS and/or DEVELOPER shall cooperate in good faith to identify and agree on the appropriate structure for the financing, which the CITY and DEVELOPER currently believe will consist of one or more SSA's pursuant to 35 ILCS 200/27-5 et seq., but which may be authorized and implemented under other legal frameworks acceptable to the CITY, OWNERS and/or DEVELOPER. However, CITY, OWNERS and/or DEVELOPER hereby expressly agree that the form of Special Tax or other Revenue Bond shall be the form of bond which requires a payment at the time of sale of a developed lot, or the time of issuance of a building permit,

otherwise known as the “pay down” bond. A draft bond term sheet including the average estimated special tax payments are attached as Exhibit “CCC”.

The burden of the assessment is limited to and shall be paid by only those future property owners within the SUBJECT PROPERTY, and the other properties joining in the SSA for the areas generally referred to as the “Southwest Infrastructure Developments” described in Section 8 of this agreement.

21. CROSS CONTINGENCIES FOR INFRASTRUCTURE IMPROVEMENTS INCLUDING GREENBRIAR ROAD EXTENTION (SOUTHWEST INFRASTRUCTURE DEVELOPMENTS)

A. CROSS CONTINGENCIES. OWNERS, DEVELOPER and CITY agree that this agreement shall be cross contingent with the CITY’s approval of Annexations with 5 Developments commonly referred to as the “Southwest Infrastructure Developments.” A list of the developments and the funding required on behalf of each of the developments is attached hereto as Exhibit BBB. These developments are related in that they all will derive special benefit from infrastructure improvements to be financed through the issuance of Special Revenue Bond(s) payable from special taxes levied in one or more special service areas to fund the extension of infrastructure to and through the developments.

B. SSA FUNDING. Upon all Southwest Infrastructure Developments entered into individual annexation agreements, CITY, OWNERS and DEVELOPERS agree to establish individual Special Service Areas (SSA’s) within each of the subdivisions listed on Exhibit BBB. City shall then take action to issue Special Revenue Bonds in an amount sufficient to fund the infrastructure extension by January 15, 2007 otherwise the DEVELOPERS shall have right to intervene. OWNER shall have the right to opt-out of participating in the SSA by providing written notice to the CITY of its intention to independently fund OWNER’S pro rata share of the infrastructure improvement costs as set forth on Exhibit “AAA-2”. Written notice of OWNER’S intent to opt-out of the SSA must be provided in accordance with the Notice provisions of this Agreement and by thirty (30) days prior to (i) January 15, 2007, or (ii) actual issuance of the bond(s), whichever is later. OWNER will pay its pro rata share of the costs no later than the date of the bond issuance in readily available funds. OWNER’S failure to provide notice within the required time period shall be deemed to be its consent to participate in the SSA.

The formation of The SSA’s and issuance of Special Revenue Bonds is intended to render the following results:

1. All areas will be within the SSA’s, and all real property will become subject to the Special Tax. It is anticipated that each development will enact an individual SSA’s, and that all SSA’s will issue one mutual Special Tax Bond for payments of the improvements.

2. The special tax shall be available to fund the repayment of up to \$\_\_ (this will be the pro rata amount owed by this development)\_\_\_\_\_ million in special tax bonds.

3. The special tax revenue bonds shall be used to construct infrastructure as described on Exhibit "AAA".

C. COST CONTAINMENT, OVERRUNS. In order to reduce the risk of cost overruns, OWNERS and/or DEVELOPERS agree that the amount of bonds sold should not be determined until bids have been received by the City for construction of the Southwest Infrastructure. Since final engineering must be completed prior to seeking bids, OWNERS and/or DEVELOPER agree to front fund the amount indicated on Exhibit "BBB" and to receive reimbursement for said sum from the sale of the Revenue Bonds. OWNERS and/or DEVELOPERS shall be allowed to comment regarding the determination of the amount of bonds sold, and the amount of contingency for cost overruns. CITY will respond in writing to all OWNER and DEVELOPER comments and justify said overruns. All DEVELOPERS shall be responsible for contribution, based upon the same ratios and rational used in Exhibit "AAA" if the cost to complete the Southwest Infrastructure exceeds the amount of the Bonds.

D. PROCEEDS OF BONDS TO BE USED TO EXTEND GREEN BRIAR DRIVE. OWNERS and/or DEVELOPER agrees that traffic ultimately originating from this development, as well as all "Southwest Infrastructure Developments" will give rise to the need for the Green Briar Drive extension to Pavillion Road. One of the first uses of the Special Tax Bonds shall be the acquisition of right-of-way of the Green Briar Drive Extension. The City deems the construction of Green Briar as a high priority and agrees to proceed with construction as funding is available. In addition, OWNER'S and/or DEVELOPERS agree to route all construction traffic along state Route 71 to Pavillion or High Point Road and then to the development, and not allow construction traffic to travel along Fox Road from Rt 47 to the development.

E. RECAPTURE/RECOVERY OF INFRASTRUCTURE IMPROVEMENTS

The CITY shall, in accordance with Chapter 65, Section 5/9-5-1 *et seq.* of the Illinois Compiled Statutes, 2002 Edition, enter into agreements for recapture/recovery ("**Recapture/Recovery Agreement**") with DEVELOPER providing for the recapture/recovery by DEVELOPER of a portion of the cost of certain improvements as identified on Exhibit "AAA", constructed by DEVELOPER which the CITY has determined may be used for the benefit of property ("**Benefited Property**") not located within the Subject Property which connect to said improvements. The Benefited Property is identified on said Exhibit "DDD" attached hereto. Each Recapture Agreement shall be substantially in the form as attached hereto and made a part hereof as Exhibit "EEE".

22. ONSITE EASEMENTS AND IMPROVEMENTS.

In the event that during the development of the Subject Property DEVELOPER determines that any existing utility easements and/or lines require relocation to facilitate development of the Subject

Property in accordance with the Preliminary Plat, the CITY shall fully cooperate with DEVELOPER in causing the vacation and relocation of such existing easements, and all costs thereof shall be borne by the DEVELOPER. If any easement granted to the CITY as a part of the development of the Subject Property is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Subject Property as reflected on the Preliminary Plat and in this Agreement, the CITY shall fully cooperate with DEVELOPER in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by DEVELOPER. Notwithstanding the foregoing, and as a condition precedent to any vacation of easement, DEVELOPER shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

- a. Within 30 days of a written request from the United City of Yorkville, which includes legal descriptions and exhibits as necessary, the OWNER or DEVELOPER SHALL grant permanent and temporary construction easements as necessary for the construction of extension of City utilities and appurtenances and/or other utilities to serve the subject property and other properties within the City of Yorkville.
- b. Within 30 days of a written request from the United City of Yorkville, which includes legal descriptions and exhibits as necessary, the OWNER or DEVELOPER SHALL convey by Warranty Deed, fee simple title of future highway or road right of way to the United City of Yorkville as necessary, regardless of whether or not these right of way needs have been previously identified in this agreement. Such request for conveyance of right of way shall have no impact on any previously entitled land development density.

23. OFFSITE EASEMENTS AND CONSTRUCTION.

Except as otherwise provided herein for the Offsite Water Easements, at the time each Final Plat for a Phase of Development is recorded, DEVELOPER shall obtain all offsite easements necessary for the development of such portion of the Subject Property in accordance with the Preliminary Plans. In the event an offsite easement is required which was not contemplated in the Preliminary Plans due to a change in circumstances, and in the event DEVELOPER is unable to acquire such necessary offsite easement, the CITY shall exercise its power of eminent domain to acquire the same, provided DEVELOPER shall pay the reasonable costs incurred by the CITY as a result thereof. DEVELOPER shall deposit the amount of such costs reasonably estimated by the CITY into a segregated, interest bearing escrow account prior to the commencement of such eminent domain proceedings by the CITY. Such funds shall be utilized solely to defray such costs and all funds, including interest, remaining in such escrow upon completion of such proceedings shall be refunded to DEVELOPER.

24. DISCONNECTION.

OWNER and DEVELOPER agree that DEVELOPER shall develop the York Wood Estates Property as a subdivision to be commonly known as York Wood Estates Subdivision in accordance with the Concept PUD Plan approved by the CITY in accordance with the terms hereof, and shall not, as either the OWNER or DEVELOPER of said property, petition to disconnect any portion or all of said property from the CITY.

25. CONFLICT IN REGULATIONS.

The provisions of this Agreement shall supersede the provisions of any ordinance, code, or regulation of the CITY which may be in conflict with the provisions of this Agreement.

26. ANNEXATION FEE.

The CITY hereby confirms and agrees that no annexation fee shall become due or payable as a result of the development and build-out of the Subject Property as a result of the prior annexation of said property to the CITY. The CITY hereby waives all current and future annexation fees now or hereafter required under any ordinances of the CITY with respect to the Subject Property, except as otherwise provided in this Agreement.

27. GENERAL PROVISIONS.

- A. Enforcement. This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Illinois.
- B. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the OWNER, DEVELOPER and their successors in title and interest, and upon the CITY, and any successor municipalities of the CITY. It is understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees and successors in interest of the OWNER, DEVELOPER, and the CITY. The foregoing to the contrary notwithstanding, the obligations and duties of OWNER and DEVELOPER hereunder shall not be deemed transferred to or assumed by any purchaser of a lot improved with a dwelling unit who acquires the same for residential occupation, unless otherwise expressly agreed in writing by such purchaser.
- C. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, excepting the Annexation Agreement it amends, 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 Agreement, 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.

D. Notices. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to OWNER  
and/or DEVELOPER: Wyndham Deerpoint Homes  
605 Lindsay Circle  
North Aurora, IL. 60542  
Attn: Richard M. Guerard  
Fax: (630) 966-1006

with a copy to: Guerard, Kalina & Butkus  
100 W. Roosevelt Road  
Wheaton, IL 60187  
Attn: Richard M. Guerard  
Fax: (630) 690-9652

(ii) If to CITY: United CITY of Yorkville  
Attn: CITY Clerk  
800 Game Farm Road  
Yorkville, Il 60560  
Fax: (630) 553-4350

with a copy to: John Wyeth, Esq.  
800 Game Farm Road  
Yorkville, Il 60560  
Fax: (630) 553-4350

or to such other persons and/or addresses as any party may from time to time designate in a written notice to the other parties.

E. Severability. This Agreement is entered into pursuant to the provisions of Chapter 65, Sec. 5/11-15.1-1, et seq., Illinois Compiled Statutes (1998 ed.). In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised

from this Agreement and the invalidity thereof shall not effect such portion or portions of this Agreement as remain. In addition, the CITY, OWNER, and DEVELOPER shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Subject Property.


- F. Agreement This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of the CITY Code and Illinois Compiled Statutes. This Agreement may be amended by the CITY and the OWNER of record of a portion of the Subject Property as to provisions applying exclusively thereto, without the consent of the OWNER of other portions of the Subject Property not affected by such Agreement.
- G. Conveyances. Nothing contained in this Agreement shall be construed to restrict or limit the right of the OWNER or DEVELOPER to sell or convey all or any portion of the Subject Property, whether improved or unimproved.
- H. Necessary Ordinances and Resolutions. The CITY shall pass all ordinances and resolutions necessary to permit the OWNER, DEVELOPER, and their successors or assigns, to develop the Subject Property in accordance with the provisions of this Agreement, provided said ordinances or resolutions are not contrary to law. The CITY agrees to authorize the Mayor and CITY Clerk to execute this Agreement or to correct any technical defects which may arise after the execution of this Agreement.
- I. Term of Agreement. The term of this Agreement shall be twenty (20) years. In the event construction is commenced within said twenty-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of the CITY and DEVELOPER/OWNER.
- J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.
- J. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds, Kendall County, Illinois, at DEVELOPER's expense.
- K. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

- M. No Moratorium. The CITY shall not limit the number of building or other permits that may be applied for within any opened phase due to any CITY imposed moratorium and shall in no event unreasonably withhold approval of said permits or approval for the Final Plat of any Phase of the subdivision. Nothing contained herein shall affect any limitations imposed as to sanitary sewer or water main extensions by the Illinois Environmental Protection Agency, or Yorkville-Bristol Sanitary District.
- N. Highway 71. DEVELOPER agrees to comply and pay the cost of compliance with all State requirements with regard to entrances into the development from State Highways 71.
- O. Time is of the Essence. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Agreement shall be performed in a timely manner by all parties hereto.
- P. Exculpation. It is agreed that the CITY is not liable or responsible for any restrictions on the CITY's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Subject Property, the CITY, the DEVELOPER, or OWNER, including, but not limited to, county, state or federal regulatory bodies.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

**DEVELOPER & OWNER:**

JW & WD DEVELOPMENT, L.L.C.,  
 an Illinois limited liability company  
 by Wyndham Deerpoint Homes, Inc.,  
 Managing Member

By: 

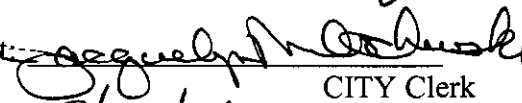
Title: President

Dated: 8/21/06

**CITY:**

UNITED CITY OF YORKVILLE, an  
 Illinois municipal corporation

By:   
 Mayor

Attest:   
 CITY Clerk

Dated: 8/22/06

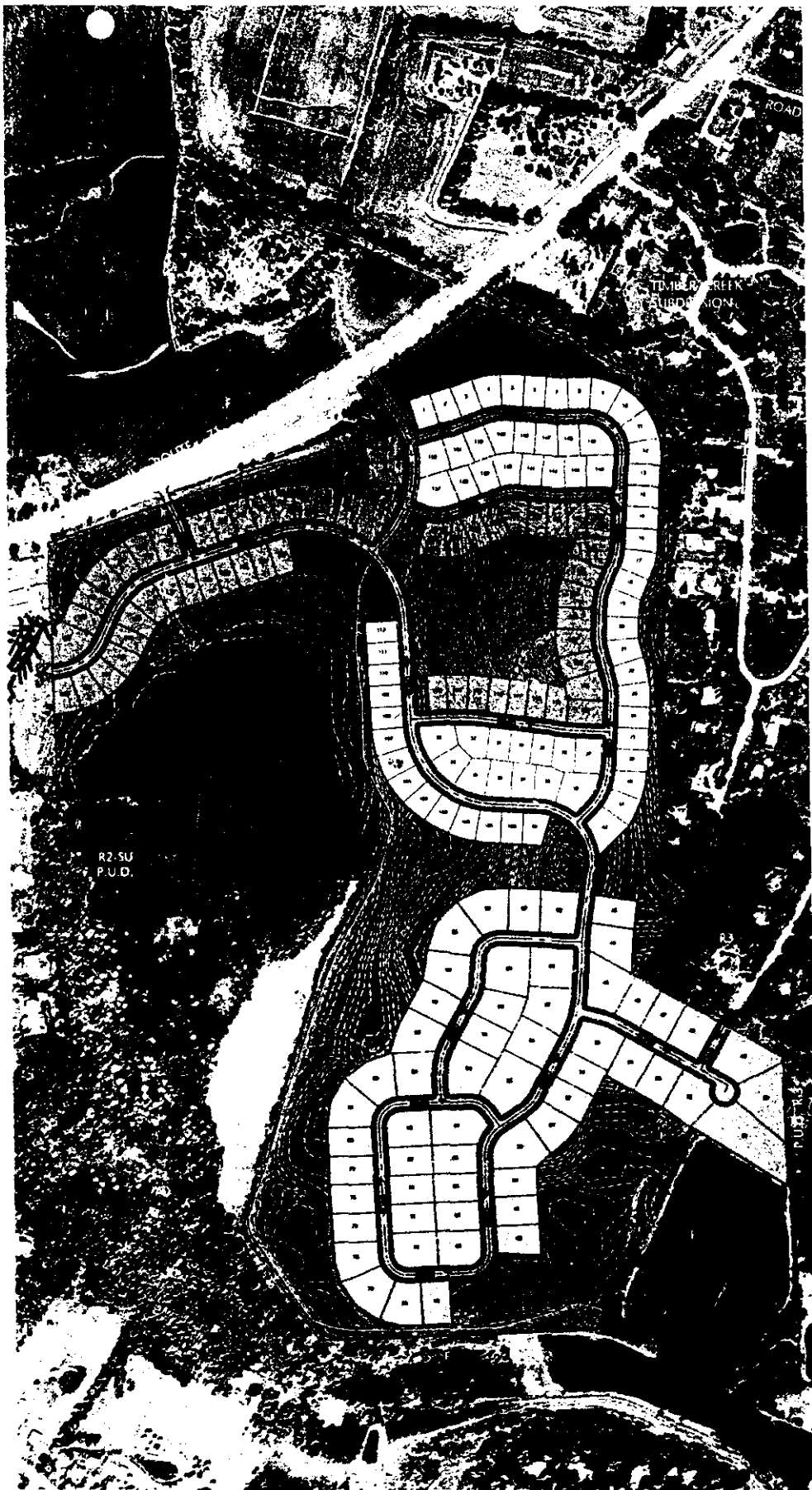
## LIST OF EXHIBITS

EXHIBIT "A":	Legal Description of York Wood Estates Property
EXHIBIT "B":	Concept PUD Plan
EXHIBIT "C":	Development Fee List
EXHIBIT "E":	Permitted Variations and Design Standards
EXHIBIT "F":	Form Letter of Credit
EXHIBIT "H":	Project Signage
EXHIBIT "L":	Right to Farm Disclosure Statement for Final Plats
EXHIBIT "AAA"	Overall Infrastructure Funding Summary
EXHIBIT "BBB"	Front Funding Distribution Summary
EXHIBIT "CCC"	SSA Summary of Terms
EXHIBIT "DDD"	Recapture/Recovery Area Benefited Property
EXHIBIT "EEE":	Recapture/Recovery Agreement

## LEGAL DESCRIPTION:

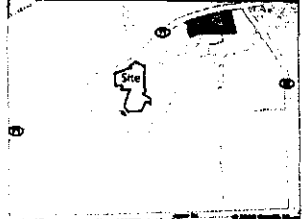
THAT PART OF THE WEST 1/2 OF SECTION 7 AND PART OF THE NORTH 1/2 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID SECTION 7; THENCE NORTH 10.12 CHAINS TO THE CENTER OF A ROAD; THENCE NORTH 70 DEGREES, 30 MINUTES, 0 SECONDS EAST ALONG THE CENTER OF SAID ROAD 1.14 CHAINS; THENCE NORTH 1 DEGREES, 15 MINUTES, 0 SECONDS WEST 43.23 CHAINS; THENCE SOUTH 54 DEGREES, 30 MINUTES, 0 SECONDS EAST 15.21 CHAINS; THENCE SOUTH 4 DEGREES EAST 9.93 CHAINS; THENCE SOUTH 64 DEGREES, 30 MINUTES, 0 SECONDS EAST 31.50 CHAINS; THENCE SOUTH 59 DEGREES, 30 MINUTES, 0 SECONDS EAST 2 CHAINS; THENCE SOUTH 3 DEGREES, 50 MINUTES, 0 SECONDS WEST 9.15 CHAINS; THENCE SOUTH 10 DEGREES WEST 8.14 CHAINS; THENCE SOUTH 1 DEGREES, 15 MINUTES, 0 SECONDS EAST 13.21 CHAINS; THENCE SOUTH 48 DEGREES EAST 2.27 CHAINS; THENCE SOUTH 37 DEGREES, 30 MINUTES, 0 SECONDS WEST 6.33 CHAINS; THENCE SOUTH 59 DEGREES, 30 MINUTES, 0 SECONDS EAST 10.85 CHAINS; THENCE SOUTH 8.08 CHAINS; THENCE NORTH 59 DEGREES, 30 MINUTES, 0 SECONDS WEST 7.10 CHAINS; THENCE SOUTH 26 DEGREES, 30 MINUTES, 0 SECONDS WEST 14.40 CHAINS TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 18; THENCE SOUTH 89 DEGREES WEST ALONG SAID SOUTH LINE 17.13 CHAINS; THENCE NORTH 35 DEGREES WEST 8.43 CHAINS; THENCE NORTH 18 DEGREES EAST 18 CHAINS; THENCE NORTH 24 DEGREES, 30 MINUTES, 0 SECONDS EAST 6.15 CHAINS; THENCE WEST 10.85 CHAINS; THENCE NORTH 4 DEGREES, 30 MINUTES, 0 SECONDS EAST 5.90 CHAINS; THENCE SOUTH 88 DEGREES WEST 10.48 CHAINS; THENCE NORTH 82 DEGREES, 30 MINUTES, 0 SECONDS WEST 2.88 CHAINS TO THE WEST LINE OF SAID SECTION 18; THENCE NORTH ALONG SAID WEST LINE 4.81 CHAINS TO THE POINT OF BEGINNING; (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER SECTION, 667.92 FEET TO THE CENTER LINE OF STATE ROUTE NO. 71; THENCE NORTH 70 DEGREES, 30 MINUTES, 0 SECONDS EAST ALONG THE FORMER CENTER LINE OF SAID ROUTE, 75.24 FEET; THENCE NORTH 1 DEGREES, 15 MINUTES, 0 SECONDS WEST 59.09 FEET TO A NORTH RIGHT OF WAY LINE OF SAID ROUTE WHICH IS 55 FEET FROM SAID CENTER LINE, MEASURED AT RIGHT ANGLES THERETO, FOR A POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 15 MINUTES, 0 SECONDS WEST 175.24 FEET; THENCE NORTH 67 DEGREES, 48 MINUTES, 07 SECONDS EAST 310.71 FEET; THENCE SOUTH 1 DEGREES, 15 MINUTES, 0 SECONDS EAST 175.24 FEET TO A POINT IN SAID NORTH RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY ON A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 310.71 FEET (CHORD BEARING IS SOUTH 67 DEGREES, 48 MINUTES, 7 SECONDS WEST) TO THE POINT OF BEGINNING AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTH

WEST CORNER OF SAID SECTION 18; THENCE SOUTH ON THE SECTION LINE 4.81 CHAINS; THENCE SOUTH 82 DEGREES, 30 MINUTES, 00 SECONDS EAST 2.88 CHAINS; THENCE NORTH 88 DEGREES EAST 1.7 CHAINS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTIONS 18 AND 7 TO THE CENTER LINE OF STATE HIGHWAY #71; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE TO THE WEST LINE OF SAID SECTION 7; THENCE SOUTH ALONG SAID WEST LINE OF SECTION 7 TO THE POINT OF BEGINNING), IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.



**EXHIBIT B**

**Location Map**



**Legal Description**

Legal description text detailing the property boundaries, easements, and other legal aspects of the site. The text is dense and includes specific lot and acreage information.

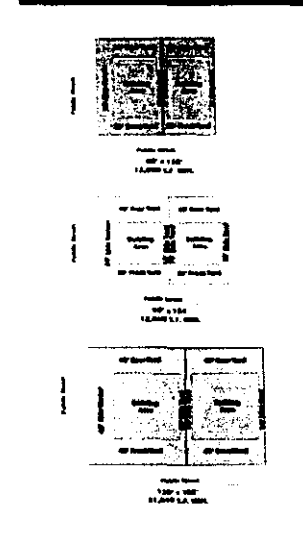
**Site Data Table**

Existing Zoning - F-District Farming  
 Proposed Zoning - P.U.D.  
 Total Single Family Lots - 185  
 Total Site Area - 178.32 Ac.  
 Gross Site Density - 1.04 D.U./Ac.  
 Total Open Space - 83.63 Ac. - 46.90%

**Land Use Legend**

Land Type	No. of Lots	Proposed Lot Area	% of Total Lots	Acres	% of Total Area
Single-Family Residential	185	17,832 S.F.	10.0%	15.88	8.91%
Open Space	0	83,630 S.F.	46.9%	83.63	46.90%
Other	0	0 S.F.	0.0%	0.00	0.00%
<b>Total</b>	<b>185</b>	<b>178,462 S.F.</b>	<b>100.0%</b>	<b>178.32</b>	<b>100.00%</b>

**Lot Standards**



**EXHIBIT C**

	<u>Name of Fee</u>	<u>Amount</u>	<u>Time of Payment</u>
1	School District Transition Fee	\$3,000 per unit	Paid to School District Office prior to application for building permit
2	Yorkville Bristol Sanitary District Connection Fee	\$1,400 per unit	At time of building permit, paid at City Hall with separate check made out to YBSD
3	Yorkville Bristol Sanitary District Annexation Fee	\$3,523 per acre	Paid for entire development, at time of annexation to sanitary district
4	Yorkville Bristol Sanitary District Infrastructure Fee	\$3,523 per acre	PAID BY SPECIAL TAX PROCEEDS
5	Building Permit Fee	\$650 + \$.0.20 per square foot	Building Permit
6	Water Connection Fee	\$3,700 per unit	PAID BY SPECIAL TAX PROCEEDS
7	Water Meter Cost (not applicable to fee lock)	\$390 per unit	Building Permit
8	City Sewer Connection Fee	\$2,000 per unit	PAID BY SPECIAL TAX PROCEEDS
9	Water and Sewer Inspection Fee	\$25 per unit	Building Permit
10	Public Walks and Driveway Inspection Fee	\$35 per unit	Building Permit
11a	Public Works (Development Impact Fee)	\$700 per unit	Building Permit
11b	Police (Development Impact Fee)	\$300 per unit	Building Permit
11c	Municipal Building (Development Impact Fee)	see "time of payment"	Municipal Building Fee is set up as \$5,509 per unit if paid at time of permit, or \$3,288 per unit if paid in a lump sum for all residential units at the time of final plat approval or within 90 days of when all City infrastructure is available to the development, whichever is later.
11d	Library (Development Impact Fee)	\$500 per unit	Building Permit
11e	Parks and Rec (Development Impact Fee)	\$50 per unit	Building Permit
11f	Engineering (Development Impact Fee)	\$100 per unit	Building Permit
11g	Bristol Kendall Fire District (Development Impact Fee)	\$1,000 per unit	Building Permit
12	Parks Land Cash Fee	Calculated by ordinance, \$80,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
13	School Land Cash Fee	Calculated by ordinance, \$80,000 per acre	Building Permit or Final Plat, depending on annexation/development agreement and land/cash donations negotiated
14	Road Contribution Fund	\$107 per unit	\$1,893 (per unit) PAID BY SPECIAL TAX PROCEEDS
15	County Road Fee	\$875 per unit, escalating each calendar year at a rate determined by ordinance	\$674 (per unit) PAID BY SPECIAL TAX PROCEEDS
16	Weather Warning Siren	\$75 per acre	Final Plat
17	Administration Review Fee	1.75% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat
18	Engineering Review Fee	1.25% of Approved Engineer's Estimate of Cost of Land Improvements	Final Plat

**EXHIBIT "E"**

**PERMITTED VARIATIONS AND DESIGN STANDARDS**

I. Permitted Variations to Zoning Ordinance:

A. Section 12.15.5: Sign Code

1. Increase sign face area and height standards to comply with the standards set forth in Exhibit "H" attached hereto

II. Permitted Variations to Subdivision Ordinance:

III. Permitted Variations for Signage:

The provisions of the Zoning Ordinance are hereby varied as necessary and appropriate to permit the construction and use of those signs as identified in Paragraph 13 of this Agreement and in Exhibit "H" attached hereto

(Letterhead of a Bank, Savings and Loan or Mortgage House)

\_\_\_\_\_20\_\_\_\_\_

Mayor and Aldermen  
City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560

Re: Subdivision Name  
Letter of Credit No.  
For Account of  
Amount  
Date

Gentlemen:

The undersigned \_\_\_\_\_ by \_\_\_\_\_, its duly  
(name of financial institution) (name & title)  
authorized agent, hereby establishes and issues this Irrevocable Letter of Credit in favor of the City  
of Yorkville in the amount of \$ \_\_\_\_\_, which represents 110% of the cost of the  
improvements described herein. Such credit is available to be drawn upon by said City upon  
presentation to this bank of your demand for payment accompanied by a copy of this Letter of Credit.

This Letter of Credit is issued for the purpose of securing and paying for the installation of the  
following public improvements in the aforesaid subdivision:

- DIVISION "A" - SANITARY SEWERS  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "B" - WATER MAIN  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "C" - STORM SEWERS  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "D" - STREETS  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "E" - DETENTION BASIN  
(engineer's estimate = \_\_\_\_\_)
- DIVISION "F" - MISC. IMPROVEMENTS  
(engineer's estimate = \_\_\_\_\_)
- Total engineer's estimate = \_\_\_\_\_

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.

## EXHIBIT F

The development is legally described as follows:

See Attached Exhibit "A"

Said public improvements shall be constructed by \_\_\_\_\_ our customer, in  
(subdivider)  
accordance with the plans, specifications, completion schedules and cost estimates prepared by  
\_\_\_\_\_  
(subdivider's engineer)

The undersigned agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimated for said modifications.

This Irrevocable Letter of Credit shall expire on \_\_\_\_\_, 20\_\_\_\_, provided, however, the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Irrevocable Letter of Credit shall remain in effect until \_\_\_\_\_, 20\_\_\_\_, without regard to  
(expiration date)  
any default in payment of money owed to the issuer by our customer and without regard to other claims which the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Letter of Credit may be renewed by the Issuer or our customer prior to the above expiration date by submitting a new Letter of Credit to the same form and substance as this Letter of Credit to the City Clerk in an amount equal to 110% of the estimated cost to complete and pay for the above described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Letter of Credit:

1. that said Letter of Credit will expire within thirty (30) days and has not been renewed;  
or
2. that the aforesaid improvements have not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or
4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or

## EXHIBIT F

5. that the City of Yorkville has determined that the public improvements or other improvements covered by this commitment have been or are likely to be the subject of liens or other claims by contractors, subcontractors or third parties; or
6. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

The Issuer's obligation to the City is based solely on this Irrevocable Letter of Credit engagement between this financial institution and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this financial institution and our customer.

This Irrevocable Letter of Credit sets forth in full the terms of this undertaking between the Issuer and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Letter of Credit shall be made by presenting the Issuer with a letter from the City Clerk of the City of Yorkville demanding payment accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Letter of Credit.

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Letter of Credit may be reduced. The outstanding balance of this Letter of Credit shall be the face amount of this Letter of Credit less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Letter of Credit shall not be reduced to less than 25% of the approved engineer's estimate upon which this Letter of Credit is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Letter of Credit has been released by the City Council of the City.

All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing collection of this Letter of Credit in accordance with its terms.

EXHIBIT F

We hereby engage with you that all demands for payment in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Letter of Credit.

BY: \_\_\_\_\_

ATTEST:

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

STATE OF ILLINOIS)

) SS

COUNTY OF \_\_\_\_\_)

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 \_\_\_\_\_ of the \_\_\_\_\_

(title)

\_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_

(name of institution)

(title)

of said institution, and who are personally known to me to be the same persons whose names are subscribed to the foregoing Letter of Credit as such \_\_\_\_\_ and \_\_\_\_\_

(title)

(title)

respectively, and caused the corporate seal of said \_\_\_\_\_ to be affixed thereto

(name of institution)

pursuant to authority given by the Board of Directors thereof as their free and voluntary acts and as the free and voluntary act and deed of said institution.

Given under my hand and official seal this \_\_\_ day of \_\_\_\_\_ 20\_\_

SEAL

Notary Public

F-5

**EXHIBIT "H"**

**PROJECT SIGNAGE**

- I. Onsite Project Identification Signs:
  1. Number: 4
  2. Maximum Height: 20 feet
  3. Maximum Sign Faces Per Sign: 2
  4. Maximum Sign Face Area Per Side: 200 square feet
  5. Illumination: Permitted
  6. Minimum Setback from Property Line: 5 feet
  7. Location: As from time to time determined by DEVELOPER
  
- II. Onsite Model Home Signs:
  1. Number: 1 sign for each model home
  2. Maximum Height: 6 feet
  3. Maximum Sign Faces Per Sign: 2
  4. Maximum Sign Face Area Per Side: 32 square feet
  5. Illumination: Permitted
  6. Minimum Setback from Property Line: 5 feet
  7. Location: As from time to time determined by DEVELOPER
  
- III. Onsite Directional and Information Signs:
  1. Number: No maximum number
  2. Maximum Height: 6 feet
  3. Maximum Sign Faces Per Sign: 2
  4. Maximum Sign Face Area Per Side: 16 square feet
  5. Illumination: Permitted
  6. Minimum Setback from Property Line: 5 feet
  7. Location: As from time to time determined by DEVELOPER
  
- IV. Onsite Sales or Marketing Signs/Flags:
  1. Number: 12
  2. Maximum Height: 10 feet
  3. Maximum Sign Faces per Sign: 2
  4. Maximum Sign Face Area Per Side: 32 square feet
  5. Illumination: Permitted
  6. Location: As from time to time determined by DEVELOPER

V. Permanent Entry Monument Signs:

Permanent entry monument signs and treatments shall be permitted in compliance with applicable provisions of the CITY Sign Ordinance and Subdivision Ordinance, or as otherwise approved by the CITY Council or Building and Zoning Officer upon request by DEVELOPER.

Permanent entry monument signs and treatments shall not be located in public right-of-way and shall have adequate separation from underground utilities.

VI. Other Signs:

In addition to those permitted signs as identified in this Exhibit "H", DEVELOPER shall further have the right to from time to time install and utilize such other signage upon the Subject Property as otherwise permitted pursuant to the provisions of applicable ordinances of the CITY.

**KENDALL COUNTY RIGHT-TO-FARM STATEMENT**

**NOTICE:**

Kendall County has a long, rich tradition in agriculture and respects the role that farming continues to play in shaping the economic viability of the county. Property that supports this industry is indicated by a zoning indicator - A-1 or Ag Special Use. Anyone constructing a residence or facility near this zoning should be aware that normal agricultural practices may result in occasional smells, dust, sights, noise, and unique hours of operations that are not typical in other zoning areas.

**Exhibit AAA - 1: Overall Infrastructure Funding Summary**

8/3/06

SW INFRASTRUCTURE FUNDING  
United City of Yorkville, Kendall Co., IL

	Construction Estimate	Engineering				Total Cost	Total Front Funding
		Preliminary	Design	Construction	Subtotal		
<b>Water</b>							
F.1 - Well No. 13	\$ 704,000	\$ -	\$ 40,000	\$ 62,000	\$ 102,000	\$ 806,000	\$ 40,000
F.2 - Well No. 13 WTP	\$ 2,893,880	\$ -	\$ 190,000	\$ 175,000	\$ 365,000	\$ 3,258,880	\$ 190,000
F.3 - Green Briar Drive Water Main Extension	\$ 591,375	\$ -	\$ 44,353	\$ 44,353	\$ 88,706	\$ 680,081	\$ 44,353
F.4 - 2.0 MG EWST	\$ 3,564,000	\$ -	\$ 105,000	\$ 116,500	\$ 221,500	\$ 3,785,500	\$ 105,000
F.5 - BP/PRV Station (Chally Farm)	\$ 500,500	\$ -	\$ 40,000	\$ 35,000	\$ 75,000	\$ 575,500	\$ 40,000
Additional Consultation, Surveying & Testing	\$ -	\$ -	\$ 70,000	\$ -	\$ 70,000	\$ 70,000	\$ 70,000
<b>Water Subtotal:</b>	<b>\$ 8,253,755</b>	<b>\$ -</b>	<b>\$ 489,353</b>	<b>\$ 432,853</b>	<b>\$ 922,206</b>	<b>\$ 9,175,961</b>	<b>\$ 489,353</b>
<b>Transportation</b>							
Green Briar Road R.O.W. Acquisition	\$ 672,000	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 692,000	\$ 20,000
F.8 - Fox Road Resurfacing	\$ 504,260	\$ -	\$ 30,000	\$ 40,000	\$ 70,000	\$ 574,260	\$ 30,000
Pavillion Road Improvements	\$ 1,187,549	\$ -	\$ 95,004	\$ 95,004	\$ 190,008	\$ 1,377,557	\$ 95,004
Additional Consultation, Surveying & Testing	\$ -	\$ 5,000	\$ 10,000	\$ 47,502	\$ 62,502	\$ 62,502	\$ 15,000
<b>Transportation Subtotal:</b>	<b>\$ 2,363,809</b>	<b>\$ 25,000</b>	<b>\$ 135,004</b>	<b>\$ 182,506</b>	<b>\$ 342,510</b>	<b>\$ 2,706,319</b>	<b>\$ 160,004</b>
<b>Sanitary Sewer</b>							
Contract No. 1 & 2	\$ 5,161,080	\$ -	\$ 325,000	\$ 341,500	\$ 666,500	\$ 5,827,580	\$ 325,000
<b>Sanitary Sewer Subtotal:</b>	<b>\$ 5,161,080</b>	<b>\$ -</b>	<b>\$ 325,000</b>	<b>\$ 341,500</b>	<b>\$ 666,500</b>	<b>\$ 5,827,580</b>	<b>\$ 325,000</b>
<b>Stormwater</b>							
SW Planning Area Stormwater Study	\$ -	\$ 33,800	\$ -	\$ -	\$ 33,800	\$ 33,800	\$ 33,800
<b>Stormwater Subtotal:</b>	<b>\$ -</b>	<b>\$ 33,800</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33,800</b>	<b>\$ 33,800</b>	<b>\$ 33,800</b>
<b>TOTAL (Water, Trans., San., &amp; Storm):</b>	<b>\$ 15,778,644</b>	<b>\$ 58,800</b>	<b>\$ 949,357</b>	<b>\$ 956,859</b>	<b>\$ 1,965,016</b>	<b>\$ 17,743,660</b>	<b>\$ 1,008,157</b>

G:\Public\Yorkville\2004\Y00402 Fox Road Water System Extension Analysis\Eng\SSA Tables\WO MB and GB - W City Funding\Development Funding Summary (WO MB & W City Funding).xls\Project Sum.

**Exhibit AAA - 2: Funding Distribution Summary**  
**SW INFRASTRUCTURE FUNDING**  
 United City of Yorkville, Kendall Co., IL

8/31/06

INFRASTRUCTURE FUNDING SUMMARY														
Funding Entity	Acreage	Total Single Family Dwelling Units (DU)	Density (DU/Acre)	Percent of Total DU	Water Impr.		Transportation Impr.		Sanitary Impr.		Stormwater Planning		TOTAL ALL	
					Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Total Cost	Cost / D.U.
United City of Yorkville	--	--	--	--	\$ 1,990,881	--	--	--	--	--	--	--	\$ 1,990,881	--
Silver Fox	103	172	1.67	19.7%	\$ 1,412,381	\$ 8,212	\$ 441,364	\$ 2,568	\$ 1,084,910	\$ 6,308	\$ 5,691	\$ 33	\$ 2,944,346	\$ 17,118
Evergreen Farm	49	77	1.57	8.8%	\$ 632,287	\$ 8,212	\$ 458,488	\$ 5,954	\$ 496,339	\$ 6,446	\$ 2,715	\$ 35	\$ 1,589,830	\$ 20,647
Aspen Ridge Estates	126	217	1.72	24.8%	\$ 1,781,900	\$ 8,212	\$ 756,945	\$ 3,488	\$ 1,356,178	\$ 6,250	\$ 6,982	\$ 32	\$ 3,902,005	\$ 17,982
Chally Farm	154	224	1.45	25.6%	\$ 1,839,381	\$ 8,212	\$ 574,799	\$ 2,566	\$ 1,484,251	\$ 6,626	\$ 8,533	\$ 38	\$ 3,906,964	\$ 17,442
York Wood Estates	178	185	1.04	21.1%	\$ 1,519,131	\$ 8,212	\$ 474,723	\$ 2,566	\$ 1,405,901	\$ 7,599	\$ 9,880	\$ 53	\$ 3,409,635	\$ 18,430
<b>Total</b>	<b>610</b>	<b>875</b>	<b>1.43</b>	<b>100.0%</b>	<b>\$ 9,175,961</b>	<b>--</b>	<b>\$ 2,706,319</b>	<b>--</b>	<b>\$ 5,827,580</b>	<b>--</b>	<b>\$ 33,800</b>	<b>--</b>	<b>\$ 15,752,779</b>	<b>--</b>

MAXIMUM RECAPTURE/RECOVERY OR ADDITIONAL FEES (NEGATIVE NUMBER) SUMMARY														
Funding Entity	Acreage	Total Single Family Dwelling Units (DU)	Density (DU/Acre)	Percent of Total DU	Water Impr.		Transportation Impr.		Sanitary Impr.		Stormwater Planning		TOTAL ALL	
					Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.
United City of Yorkville	--	--	--	--	\$ 1,990,881	--	--	--	--	--	--	--	\$ 1,990,881	--
Silver Fox	103	172	1.67	19.7%	\$ 775,981	\$ 4,512	\$ (18,436)	\$ (107)	\$ 379,098	\$ 2,204	\$ -	\$ -	\$ 1,155,079	\$ 6,716
Evergreen Farm	49	77	1.57	8.8%	\$ 347,387	\$ 4,512	\$ (41,689)	\$ (541)	\$ 169,712	\$ 2,204	\$ -	\$ -	\$ 517,099	\$ 6,716
Aspen Ridge Estates	126	217	1.72	24.8%	\$ 979,000	\$ 4,512	\$ (117,488)	\$ (541)	\$ 478,280	\$ 2,204	\$ -	\$ -	\$ 1,457,280	\$ 6,716
Chally Farm	154	224	1.45	25.6%	\$ 1,010,581	\$ 4,512	\$ (24,010)	\$ (107)	\$ 493,709	\$ 2,204	\$ -	\$ -	\$ 1,504,289	\$ 6,716
York Wood Estates	178	185	1.04	21.1%	\$ 834,631	\$ 4,512	\$ (19,829)	\$ (107)	\$ 407,751	\$ 2,204	\$ -	\$ -	\$ 1,242,382	\$ 6,716
<b>Total</b>	<b>610</b>	<b>875</b>	<b>1.43</b>	<b>100.0%</b>	<b>\$ 5,938,461</b>	<b>--</b>	<b>\$ (221,451)</b>	<b>--</b>	<b>\$ 1,928,550</b>	<b>--</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,867,011</b>	<b>--</b>

TOTAL FIXED INFRASTRUCTURE FUNDING SUMMARY (INFRASTRUCTURE FUNDING - MAXIMUM RECAPTURE/RECOVERY AMOUNT)														
Funding Entity	Acreage	Total Single Family Dwelling Units (DU)	Density (DU/Acre)	Percent of Total DU	Water Impr.		Transportation Impr.		Sanitary Impr.		Stormwater Planning		TOTAL ALL	
					Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.	Subtotal Cost	Cost / D.U.
United City of Yorkville	--	--	--	--	\$ -	--	--	--	--	--	--	--	\$ -	--
Silver Fox	103	172	1.67	19.7%	\$ 636,400	\$ 3,700	\$ 459,800	\$ 2,673	\$ 705,812	\$ 4,104	\$ 5,691	\$ 33	\$ 1,807,702	\$ 10,510
Evergreen Farm	49	77	1.57	8.8%	\$ 284,900	\$ 3,700	\$ 500,177	\$ 6,496	\$ 326,627	\$ 4,242	\$ 2,715	\$ 35	\$ 1,114,419	\$ 14,473
Aspen Ridge Estates	126	217	1.72	24.8%	\$ 802,900	\$ 3,700	\$ 874,433	\$ 4,030	\$ 877,898	\$ 4,046	\$ 6,982	\$ 32	\$ 2,562,212	\$ 11,807
Chally Farm	154	224	1.45	25.6%	\$ 828,800	\$ 3,700	\$ 598,809	\$ 2,673	\$ 990,542	\$ 4,422	\$ 8,533	\$ 38	\$ 2,426,684	\$ 10,833
York Wood Estates	178	185	1.04	21.1%	\$ 684,500	\$ 3,700	\$ 494,552	\$ 2,673	\$ 998,151	\$ 5,395	\$ 9,880	\$ 53	\$ 2,187,062	\$ 11,822
<b>Total</b>	<b>610</b>	<b>875</b>	<b>1.43</b>	<b>100.0%</b>	<b>\$ 3,237,500</b>	<b>--</b>	<b>\$ 2,927,770</b>	<b>--</b>	<b>\$ 3,899,030</b>	<b>--</b>	<b>\$ 33,800</b>	<b>--</b>	<b>\$ 7,885,768</b>	<b>--</b>

D:\Public\Yorkville\2004\Y040402 For Road Water System Extension Analysis\Eng\SSA Tables\Development Funding Summary (WBP-PRV Recapt).xls\Dev. Sum.

**Notes:**

The acreage and unit counts are estimates. Once the final acreage and unit counts have been established, the calculation methodology will be reran and the values will be adjusted accordingly.

**Exhibit AAA - 3: Water Works System Improvements Funding Distribution**  
**SW INFRASTRUCTURE FUNDING**  
 United City of Yorkville, Kendall Co., IL

8/31/06

**WATER DISTRIBUTION FUNDING SUMMARY**

Funding Entity	Acreage	Total Single Family Units (DU)	Density (DU/Acre)	Percent of Total DU	Water Distr. Funding At \$1,435 / DU	Water Connection Fee At \$3,700 / DU	Additional Supply, Treatment & Storage At \$3,077 / DU	Total Fees For Water Improvements	Water Improvement Cost per DU
United City of Yorkville	--	--	--	--	--	--	--	\$1,990,881	--
Silver Fox	103	172	1.67	19.7%	\$246,811	\$636,400	\$529,170	\$1,412,381	\$8,212
Evergreen Farm	49	77	1.57	8.8%	\$110,491	\$284,900	\$236,896	\$632,287	\$8,212
Aspen Ridge Estates	126	217	1.72	24.8%	\$311,384	\$802,900	\$667,616	\$1,781,900	\$8,212
Chally Farm	154	224	1.45	25.6%	\$321,429	\$828,800	\$688,152	\$1,839,381	\$8,212
York Wood Estates	178	185	1.04	21.1%	\$265,466	\$684,500	\$569,166	\$1,519,131	\$8,212
<b>Total / Average</b>	<b>610</b>	<b>875</b>	<b>1.43</b>	<b>100.0%</b>	<b>\$1,255,581</b>	<b>\$3,237,500</b>	<b>\$2,691,999</b>	<b>\$8,175,961</b>	<b>--</b>

G:\Public\Yorkville\2004\Y004072 Fox Road Water System Extension Analysis\Eng\SSA Tables\Development Funding Summary (WBP-PRV Recapt) x14\Water

**POTENTIAL MAXIMUM RECAPTURE/RECOVERY AMOUNT SUMMARY**

Off-site Water Main Project / Infrastructure Item	Total Project Cost	Less Water Conn. Fee At 3,700 / DU	Less City Contr.	Maximum Recoverable Amount (Dev.)	Recovery per D.U.
Well No. 13	\$806,000				
Well No. 13 WTP	\$3,298,880				
2.0 MG EWST	\$3,815,500				
<b>Supply, Treatment, &amp; Storage Subtotal:</b>	<b>\$7,920,380</b>	<b>\$3,237,500</b>	<b>\$1,990,881</b>	<b>\$2,691,999</b>	<b>\$3,077</b>
Green Briar Road W/M	\$680,081	--		\$680,081	\$777
BP / PRV Station	\$575,500	--		\$575,500	\$658
<b>Distribution Subtotal:</b>	<b>\$1,255,581</b>	<b>--</b>		<b>\$1,255,581</b>	<b>\$1,435</b>
<b>Total:</b>	<b>\$9,175,961</b>	<b>\$3,237,500</b>	<b>\$1,990,881</b>	<b>\$3,947,680</b>	<b>\$4,512</b>

Development	Total Single Family Units (DU)	Recovery per D.U.	Maximum Recoverable Amount
United City of Yorkville	--	--	\$1,990,881
Silver Fox	172	\$4,512	\$775,981
Evergreen Farm	77	\$4,512	\$347,387
Aspen Ridge Estates	217	\$4,512	\$979,000
Chally Farm	224	\$4,512	\$1,010,581
York Wood Estates	185	\$4,512	\$834,631
<b>Total / Average</b>	<b>875</b>	<b>\$4,512</b>	<b>\$5,938,461</b>

**Exhibit AAA - 4: Transportation Improvements Funding Distribution**  
**SW INFRASTRUCTURE FUNDING**  
 United City of Yorkville, Kendall Co., IL

8/3/06

**TRANSPORTATION FUNDING SUMMARY**

Funding Entity	Acreage	Total Single Family Units (DU)	Density (DU/Acre)	Percent of Total DU	Transportation Infrastructure Fee At \$2,000 / DU	Transportation Improvement Cost per DU
Silver Fox	103	172	1.67	19.7%	\$344,000	\$2,000
Evergreen Farm	49	77	1.57	8.8%	\$154,000	\$2,000
Aspen Ridge Estates	126	217	1.72	24.8%	\$434,000	\$2,000
Chally Farm	154	224	1.45	25.6%	\$448,000	\$2,000
York Wood Estates	178	185	1.04	21.1%	\$370,000	\$2,000
<b>Total / Average</b>	<b>610</b>	<b>875</b>	<b>1.43</b>	<b>100.0%</b>	<b>\$1,750,000</b>	<b>--</b>

G:\Pubact\Yorkville\2004\Y00402 Fox Road Water System Extension Analysis\Eng\SSA Tables\WO MB and GB - W City Funding\Development Funding Summary (WO MB & W City Funding).xls\Transportation

**POTENTIAL MAXIMUM RECAPTURE/RECOVERY AMOUNT SUMMARY**

Transportation Improvement	Total Project Cost	Portion Of Transpor. Impact Fee At 2,000 / DU	Remaining Transpor. Impact Fee	Fees per D.U.
Green Briar Road R.O.W. Acq.	\$702,000	--	--	--
Fox Road Resurfacing	\$574,260	--	--	--
<b>Subtotal:</b>	<b>\$1,276,260</b>	<b>\$1,276,260</b>	<b>--</b>	<b>\$1,459</b>
Pavillion/Fox Road Improvements:	\$1,430,059	--	--	--
Less County Impact Fee Contribution:	(\$589,097)	--	--	--
<b>Pavillion Local Funding Subtotal:</b>	<b>\$840,962</b>	<b>--</b>	<b>--</b>	<b>--</b>
Pavillion Road (30% Regional Share)	\$252,289	\$252,289	--	\$434
Pavillion Road (70% Adjacent Share)	\$588,673	--	--	--
<b>Total (Silver, Chally, York):</b>	<b>\$1,099,725</b>	<b>\$1,162,000</b>	<b>(\$62,275)</b>	<b>(\$107)</b>
<b>Total (Evergreen):</b>	<b>\$406,648</b>	<b>\$154,000</b>	<b>(\$41,689)</b>	<b>(\$541)</b>
<b>Total (Aspen):</b>	<b>\$610,849</b>	<b>\$434,000</b>	<b>(\$117,488)</b>	<b>(\$541)</b>

Development	Total Single Family Dwelling Units (DU)	Remaining Fees per DU	Remaining Transpor. Impact Fees
Silver Fox	172	(\$107)	(\$18,436)
Evergreen Farm	77	(\$541)	(\$41,689)
Aspen Ridge Estates	217	(\$541)	(\$117,488)
Chally Farm	224	(\$107)	(\$24,010)
York Wood Estates	185	(\$107)	(\$19,829)
<b>Total:</b>	<b>875</b>	<b>--</b>	<b>(\$221,451)</b>

**Notes:**

- 70% of the Pavillion Road Improvement cost is applied to Aspen Ridge and Evergreen Farms; 30% (assumed regional portion of the improvement) is applied to the remaining subdivisions
- It is assumed Evergreen Farm and Aspen Ridge do not recover dollars from their Pavillion Road investment
- Of the four legs of the Pavillion Road Improvement with reference to the Fox and Pavillion intersection, the cost breakout for the 70% of the total portion that is applied to Evergreen Farms and Aspen Ridge is as follows: North and East - 100% Evergreen Farms, West - 100% Aspen Ridge, South - 50% each
- The total cost for the regional (Non-County Impact Fee eligible) improvements is less than the total amount of money that will be collected for the \$2,000 / D.U. impact fee; The remaining portion of the impact fee will be due at building permit.
- Since Evergreen Farm and Aspen Ridge are not funding the "Regional Share" of Pavillion Road (they are funding the adjacent share), their transportation impact fee does not count against that portion of the improvement

**Exhibit AAA - 5: Sanitary Conveyance Improvements Funding Distribution**

8/3/08

SW INFRASTRUCTURE FUNDING  
 United City of Yorkville, Kendall Co., IL

**SANITARY CONVEYANCE FUNDING SUMMARY**

Funding Entity	Acreage	Total Single Family Units (DU)	Density (DU/Acre)	Percent of Total DU	YBSD Infrastructure Fee At \$3,523 / Acre	City Connection Fee At \$2,000 / Unit	Additional Funding Required At \$2,204 / DU	Total Fees For Sanitary Improvements	Sanitary Improvement Cost per DU
Silver Fox	103	172	1.67	19.7%	\$361,812	\$344,000	\$379,098	\$1,084,910	\$6,308
Evergreen Farm	49	77	1.57	8.8%	\$172,627	\$154,000	\$169,712	\$496,339	\$6,446
Aspen Ridge Estates	126	217	1.72	24.8%	\$443,898	\$434,000	\$478,280	\$1,356,178	\$6,250
Chally Farm	154	224	1.45	25.6%	\$542,542	\$448,000	\$493,709	\$1,484,251	\$6,626
York Wood Estates	178	185	1.04	21.1%	\$628,151	\$370,000	\$407,751	\$1,405,901	\$7,599
<b>Total / Average</b>	<b>610</b>	<b>875</b>	<b>1.43</b>	<b>100.0%</b>	<b>\$2,149,030</b>	<b>\$1,750,000</b>	<b>\$1,928,550</b>	<b>\$5,827,580</b>	<b>-</b>

G:\Public\Yorkville\2004\Y0402 Fox Road Water System Extension Analysis\Eng\SSA Table\WO MB and GB - W City Funding\Development Funding Summary (WO MB & W City Funding).xls\Sanitary 4B & W City Funding.xls\Sanitary Summary (WO MB & W City Funding).xls\Sanitary

**POTENTIAL MAXIMUM RECAPTURE AMOUNT SUMMARY**

Sanitary Interceptor Contract	Estimated Project Cost	Less YBSD Infr. Fee At \$3,523 / Acre	Less City Conn. Fee At \$2,000 / DU	Maximum Recoverable Amount	Recovery per D.U.
Contract Nos. 1 + 2	\$5,827,580	\$2,149,030	\$1,750,000	\$1,928,550	\$2,204
<b>Total / Average</b>	<b>\$5,827,580</b>	<b>\$2,149,030</b>	<b>\$1,750,000</b>	<b>\$1,928,550</b>	<b>\$2,204</b>

Development	Total Single Family Dwelling Units (DU)	Recovery per D.U.	Maximum Recoverable Amount
Silver Fox	172	\$2,204	\$379,098
Evergreen Farm	77	\$2,204	\$169,712
Aspen Ridge Estates	217	\$2,204	\$478,280
Chally Farm	224	\$2,204	\$493,709
York Wood Estates	185	\$2,204	\$407,751
<b>Total / Average</b>	<b>875</b>	<b>-</b>	<b>\$1,928,550</b>

**Exhibit BBB: Front Funding Distribution Summary**  
**SW INFRASTRUCTURE FUNDING**  
 United City of Yorkville, Kendall Co., IL

8/3/06

Funding Entity	Acreage	Total Single Family Dwelling Units (DU)	Density (DU/Acre)	Percent of Total DU	Water Impr.		Transportation Impr.		Sanitary Impr.		Stormwater Planning		TOTAL ALL	
					Subtotal Cost	Front Funding Amount	Subtotal Cost	Front Funding Amount	Subtotal Cost	Front Funding Amount	Subtotal Cost	Front Funding Amount	Total Cost	Front Funding Amount
Silver Fox	103	172	1.67	19.7%	\$ 1,412,381	\$ 96,193	\$ 441,364	\$ 26,094	\$ 1,084,910	\$ 60,505	\$ 6,644	\$ 6,644	\$ 2,945,299	\$ 189,436
Evergreen Farm	49	77	1.57	8.8%	\$ 632,287	\$ 43,063	\$458,488	\$ 27,107	\$ 496,339	\$ 27,680	\$ 2,974	\$ 2,974	\$ 1,590,089	\$ 100,826
Aspen Ridge Estates	126	217	1.72	24.8%	\$ 1,781,900	\$ 121,360	\$756,945	\$ 44,752	\$ 1,356,178	\$ 75,633	\$ 8,382	\$ 8,382	\$ 3,903,406	\$ 250,127
Chally Farm	154	224	1.45	25.6%	\$ 1,839,381	\$ 125,274	\$ 574,799	\$ 33,983	\$ 1,484,251	\$ 82,776	\$ 8,653	\$ 8,653	\$ 3,907,083	\$ 250,686
York Wood Estates	178	185	1.04	21.1%	\$ 1,519,131	\$ 103,463	\$ 474,723	\$ 28,067	\$ 1,405,901	\$ 78,406	\$ 7,146	\$ 7,146	\$ 3,406,902	\$ 217,082
<b>Total</b>	<b>610</b>	<b>875</b>	<b>1.43</b>	<b>100.0%</b>	<b>\$ 7,185,080</b>	<b>\$ 489,353</b>	<b>\$ 2,706,319</b>	<b>\$ 160,004</b>	<b>\$ 5,827,580</b>	<b>\$ 325,000</b>	<b>\$ 33,800</b>	<b>\$ 33,800</b>	<b>\$ 15,752,779</b>	<b>\$ 1,008,157</b>

G:\Public\Yorkville\2004\Y00402 Fax Road Water System Estimate Analysis\Eng\ISA Tables\WO MB and GB - W City Funding\Development Funding Summary (WO MB & W City Funding).xls\Front Funding

**Notes:**

The acreage and unit counts are estimates; Once the final acreage and unit counts have been established, the calculation methodology will be reran and the values will be adjusted accordingly.  
 The *Front Funding Amount* for each infrastructure component is computed by using the proportional share of the *Subtotal Cost* multiplied by the total front funding amount required.

**DRAFT**

**EXHIBIT CCC**

**UNITED CITY OF YORKVILLE, ILLINOIS  
KENDALL COUNTY, ILLINOIS  
SPECIAL SERVICE AREAS  
SERIES 2007 – PAYDOWN BONDS  
(Southwest Interceptor Project including Pavillion Road)**

**Summary of Proposed Terms**

**ISSUER:** United City of Yorkville, Illinois (the “City”)

**BOND TYPE:** Special Tax Revenue Bonds

**PUBLIC IMPROVEMENTS:** The proceeds of the Bonds will be used by the City to construct certain off-site Public Improvements benefiting the Special Service Areas (the “Areas”). Improvements include roadways (including Pavillion Road) sanitary sewer facilities, water facilities, costs for land and easement acquisitions relating to any of the foregoing improvements and certain soft costs associated with the Public Improvements.

**THE AREAS:** The City will form five separate special service areas (the “Areas”), each of which will have a separate and distinct tax based on the number of acres and dwelling units. As currently contemplated, the special service areas will be:

	<b><u>Acres</u></b> *	<b><u>Units</u></b> *
Silver Fox	103	172
Evergreen Farms	49	77
Aspen Ridge Estates	126	217
Chally Farm	154	224
York Wood Estates	178	185

*\*(subject to change)*

**SECURITY:**

- A first lien on all Special Taxes imposed upon all property within each Special Service Area.
- A Reserve Fund equal to 10% of the initial par amount of the Bonds.
- the Special Service Areas will not be cross-collateralized

**USE OF PROCEEDS:** The proceeds of the Bonds will be used to 1) purchase and/or construct certain Public Improvements; 2) fund a debt service reserve equal to 10% of par; 3) to pay capitalized interest for up to 25 months; and, 4) pay costs of issuance.

**COUPON:** TBD

**FINAL MATURITY:** March 1, 2017

**AMORTIZATION:** Amortization will be in years 2014 through 2017.

**DRAFT**

**EXHIBIT CCC**

**STRUCTURE:**

Pursuant to a Special Tax Roll, the Special Service Area Tax from each special service area will be due and payable in full upon the transfer of title on the property. Effectively, this structure will mandate the Special Tax be prepaid once the Developer no longer owns the property (i.e., prior to the time a homeowner takes possession). At each closing, the payoff amount would be deposited with the bond trustee and the City would issue a lien release. Quarterly, the Trustee would use all prepayments to redeem bonds. See "Special Mandatory Redemption from Property Owner Prepayment."

Beginning in 2009, each owner will be required to make special tax payments based on interest only for the special service area debt allocable to their property. Beginning with the June 2014 special tax payment, the special service area debt will begin to amortize for any unsold units.

**AVERAGE ESTIMATED SPECIAL TAX PAYMENTS: (per unit)**

**Average Estimated Tax Payments**

<u>Year</u>	<u>Amount<sup>(1)</sup></u>
2009	\$1,196
2010	1,196
2011	1,196
2012	1,196
2013	6,485
2014	6,485
2015	6,485
2016	4,185

- <sup>(1)</sup> - includes principal and interest
- assumes an average debt of \$22,955/unit
- assumes title does not transfer
- assumes no prepayment and an average Debt Service Reserve Credit of \$2,295/unit

**ESTIMATED SOURCES AND USES OF FUNDS:**

<b>Sources:</b>	
Bond Proceeds	\$20,086,000
Original Issue Discount <sup>(1)</sup>	(200,860)
City Funds	1,990,880
Interest Earnings <sup>(2)</sup>	<u>619,480</u>
	22,495,500
<b>Uses:</b>	
Improvements	17,743,660
Debt Service Reserve <sup>(3)</sup>	2,008,600
Capitalized Interest <sup>(4)</sup>	2,301,520
Costs of Issuance <sup>(5)</sup>	<u>441,720</u>
	22,495,500

- <sup>(1)</sup> In order to allow for prepayment at any time without penalty, the bond purchasers will require a 1% discount on the bonds at the time of issuance.
- <sup>(2)</sup> Interest is earned on the unspent bond proceeds held by the bond trustee.
- <sup>(3)</sup> The Debt Service Reserve is required by bondholders and will be returned pro rata at the time of each lot payoff. See "Debt Service Reserve."
- <sup>(4)</sup> Interest is capitalized through March 1, 2009. The first tax bill will be June 2009.
- <sup>(5)</sup> Costs of issuance are estimates and subject to change.

**DRAFT**

**EXHIBIT CCC**

**DEBT SERVICE RESERVE:** A Debt Service Reserve equal to 10% of the par amount of the Bonds will be required by the bondholders. A pro rata amount of the Debt Service Reserve will be used to reduce the payoff amount (see "Payoff") at the time the lien is released (the "Debt Service Reserve Credit"). The Debt Service Reserve Credit will not be available to any property owner that is delinquent in their special tax payments.

**PAYOFF:** Based on a \$20,086,000 bond issue, the payoff figure per parcel would be:

Project	Fee per DU	Bond Costs	Total Tax per DU	DSR Credit	Payoff Amount <sup>(1)</sup>
City of Yorkville			1,990,880		
Silver Fox	17,118	4,709	21,827	2,183	19,644
Evergreen Farm	20,647	5,680	26,327	2,633	23,694
Aspen Ridge Estates	17,982	4,946	22,928	2,293	20,635
Chally Farm	17,442	4,798	22,240	2,224	20,016
York Wood Estates	18,430	5,070	23,500	2,350	21,150

<sup>(1)</sup> Difference between "Payoff Amount" and "Fee per DU" equals each unit's per share cost of the Costs of Issuance and the Capitalized Interest.

**ANNEXATION AGREEMENT:** It is contemplated that each developer will agree in its Annexation Agreement to the formation of the special service area on its property and the imposition of the special tax. In order to assure an adequate number of units is included and the resultant special tax is acceptable, all annexations would need to occur simultaneously.

**METHOD OF SALE:** Limited Offering

**DENOMINATION:** \$100,000 with increments of \$1,000 in excess thereof.

**BOND FORM:** Book-entry Only through DTC

**ANTICIPATED RATING:** None

**TAXATION:** Exempt from federal taxes; not subject to AMT; not exempt from State of Illinois income taxes.

**INTEREST PAYMENT DATES:** March 1 and September 1, commencing September 1, 2007

**PRINCIPAL PAYMENT DATES:** March 1, commencing March 1, 2014

**OPTIONAL REDEMPTION:** The Bonds are subject to mandatory redemption by the City prior to maturity.

**SPECIAL MANDATORY REDEMPTION FROM PROPERTY OWNER PREPAYMENT:** The Bonds are subject to mandatory redemption on any Interest Payment Date, in par, from prepayments of Special Taxes made in accordance with the Ordinance of the City establishing the Area (the "Establishing Ordinance") and deposited into the Special Redemption Account of the Bond Fund, at a redemption price of par, together with accrued interest on such Bonds to the date of

**DRAFT**

**EXHIBIT CCC**

redemption. The Bonds will be called in order of maturity.

When the amount on deposit in the Special Redemption Account equals \$1,000, such amount shall be used to redeem Bonds on the next Interest Payment Date at the redemption prices set forth above.

**ACCELERATION:**

The Indenture does not permit the acceleration of the principal of the Bonds upon the occurrence of an Event of Default under the Indenture.

**ABATEMENT:**

Annually on or before the last Tuesday in December, the City shall adopt an abatement ordinance abating the Special Tax to the extent monies are on deposit in the Principal and Interest Account of the Bond Fund and to adjust the levy for prepayment that occurred during the year.

**BOND COUNSEL:**

Foley & Lardner

**UNDERWRITER:**

William Blair & Company

**TRUSTEE:**

Bank of New York

**BILLING AND  
COLLECTING:**

The County will bill and collect the special service area tax.

**ADMINISTRATOR:**

The City will hire David Taussig & Associates as the special service area administrator (the "Administrator") to assist the City in the levy, abatement and collection process.





## EXHIBIT EEE

### RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("Agreement"), is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the UNITED CITY OF YORKVILLE, an Illinois municipal corporation ("CITY") and \_\_\_\_\_ ("DEVELOPER").

#### RECITALS:

A. DEVELOPER is the OWNER and DEVELOPER of that certain real estate development located within the corporate limits of the CITY and commonly known as \_\_\_\_\_ ("Subdivision").

B. DEVELOPER and the CITY have heretofore entered into that certain Annexation Agreement dated \_\_\_\_\_, 2006 ("Annexation Agreement") pertaining to the annexation and development of the Subdivision within the CITY.

C. DEVELOPER desires to recapture an allocable share of the costs of constructing certain of the public improvements for the Subdivision ("Recapture Items") which will provide benefit to other properties ("Benefited Properties") from the OWNERS of the Benefited Properties ("Benefited OWNERS").

D. DEVELOPER and the CITY are desirous of entering into this Agreement to provide for the fair and allocable recapture by DEVELOPER of the proportionate costs of the Recapture Items from the Benefited OWNERS, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **RECAPTURE ITEMS.** The Recapture Items, being elements of the public improvements to be constructed as a part of the development of the Subdivision, are identified in Attachment "A" attached hereto ("Recapture Schedule"). The Recapture Schedule identifies each Recapture Item and the estimated cost to construct each Recapture Item ("Estimated Cost"). DEVELOPER shall cause each of the Recapture Items to be constructed in compliance with the provisions of the Annexation Agreement and to be accepted and conveyed to the CITY in accordance with applicable ordinances of the CITY.
2. **BENEFITED PROPERTIES.** The Benefited Properties are legally described in the Recapture Schedule attached hereto as Attachment "B". Each parcel of real estate contained within the Benefited Properties is referred to herein individually as a "Benefited Parcel". There are a total of \_\_\_\_\_ ( ) Benefited Parcels as identified in the Recapture Schedule.

## EXHIBIT EEE

3. **RECAPTURE COSTS.** The Recapture Item(s) which the Corporate Authorities of the CITY have determined will benefit a Benefited Parcel, and the prorata share of the Estimated Cost of each such Recapture Item to be allocated to such Benefited Parcel are set forth in the Recapture Schedule. The aggregate amount of the proportionate share of the Estimated Cost for each of the Recapture Items allocable to a Benefited Parcel is referred to herein as the "Recapture Costs". The Recapture Costs for each of the Benefited Parcels shall be as identified in the Recapture Schedule. Interest shall accrue on the Recapture Costs for the benefit of DEVELOPER at the rate of six percent (6 %) per annum from the date the Recapture Item is completed until the Recapture Cost is paid. All references to Recapture Costs herein shall include accrued interest owed thereon.
4. **COLLECTION OF RECAPTURE COSTS.** The CITY shall assess against and collect from the Benefited OWNER of a Benefited Parcel, or any portion thereof, his successors and assigns, the Recapture Cost, calculated under Paragraph 3 of this Agreement for such Benefited Parcel. At such time as a Benefited OWNER, or its agent or representative, annexes and/or subdivides a Benefited Parcel, or any portion thereof, or subdivides the Benefited Parcel from a larger parcel of land, or applies to the CITY for issuance of a permit for connection to all or any of the Recapture Items, whichever shall first occur, the CITY shall collect from such Benefited OWNER, or its agent or representative, the applicable Recapture Costs, owed hereunder by such Benefited Parcel. No Benefited Parcel which is a part of a subdivision (whether by plat or division by deed) shall be approved or recognized by the CITY or be issued a connection permit to a Recapture Item by the CITY until such Benefited Parcel has fully paid the applicable Recapture Costs, owed by such Benefited Parcel under this Agreement.
5. **PAYMENT OF RECAPTURE COSTS.** Any Recapture Costs, collected by the CITY pursuant to this Agreement shall be paid to DEVELOPER, or such other person or entity as DEVELOPER may direct by written notice to the CITY, within thirty (30) days following collection thereof by the CITY. It is understood and agreed that the CITY's obligation to reimburse DEVELOPER shall be limited to funds collected from the Benefited OWNERS as provided herein, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the CITY to make payments from its general corporate funds or revenue.
6. **CITY'S OBLIGATION.** The CITY and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections of the Recapture Costs, for each Benefited Parcel. Neither the CITY or any of its officials shall be liable in any manner for the failure to make such collections, and DEVELOPER agrees to hold the CITY, its officers, employees and agents, harmless from the failure to collect said fees. In any event, however, DEVELOPER and/or the CITY may sue any Benefited OWNER owing any Recapture Costs, hereunder for collection thereof, and in the event DEVELOPER initiates a collection lawsuit, the CITY agrees to cooperate in DEVELOPER's collection attempts hereunder by allowing full and

## EXHIBIT EEE

free access to the CITY's books and records pertaining to the subdivision and/or development of the Benefited Parcel and the collection of any Recapture Costs therefore. In the event the CITY and any of its agents, officers or employees is made a party defendant in any litigation rising out of or resulting from this Agreement, DEVELOPER shall defend such litigation, including the interest of the CITY, and shall further release and hold the CITY harmless from any judgment entered against DEVELOPER and/or the CITY and shall further indemnify the CITY from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the CITY or any of its agents, officers or employees.

7. **CITY'S COLLECTION OF OTHER FEES AND CHARGES.** Nothing contained in this Agreement shall limit or in any way affect the rights of the CITY to collect other fees and charges pursuant to CITY ordinances, resolutions, motions and policies. The Recapture Costs provided for herein for each Benefited Parcel is in addition to such other CITY fees and charges.

8. **TERM.** This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof, unless sooner terminated by the mutual agreement of the parties hereto or by the completion of all duties to be performed hereunder. In the event no portion of a Benefited Parcel is a part of a subdivision approved or recognized by the CITY and no connection permit as aforesaid is issued by the CITY for such Benefited Parcel within ten years following the date of this Agreement, this Agreement, and each and every duty and undertaking set forth herein pertaining to such Benefited Parcel, shall become null and void and of no further force and effect as to such Benefited Parcel.

9. **LIEN.** The recordation of this Agreement against the Benefited Properties shall create and constitute a lien against each Benefited Parcel, and each subdivided lot hereafter contained therein, in the amount of the Recapture Costs, plus interest, applicable hereunder to such Benefited Parcel.

10. **MISCELLANEOUS PROVISIONS.**

A. **Agreement:** This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefited Properties.

B. **Binding Effect:** Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of DEVELOPER and any successor municipal corporation of the CITY.

C. **Enforcement:** Each party to this Agreement, and their respective successors and assigns, may either in law or in equity, by suit, action, mandamus, or other proceeding in force and compel performance of this Agreement.



## EXHIBIT EEE

I. Recitals and Exhibits: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

J. Enforceability: This Agreement shall be enforceable in the Circuit Court of Kendall County by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

**EXHIBIT EEE**

W:\CURRENT PROJECTS\YORK WOOD ESTATES\ANNEXATION AGREEMENT\YORK WOOD ESTATES ANNEXATION AGREEMENT FINAL DRAFT.DOC  
6/1/2006

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the date first above written.

**DEVELOPER:**

**CITY:**

UNITED CITY OF YORKVILLE,  
an Illinois municipal corporation

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

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

Mayor

Title: President

Attest:

Dated: \_\_\_\_\_

\_\_\_\_\_  
CITY Clerk