

SCHEDULE OF EXHIBITS

- EXHIBIT "A": Legal Description of "Subject Property"
- EXHIBIT "B": Legal Description of "Add-On Property"
- EXHIBIT "C": Fence Detail
- EXHIBIT "D": Copy of Exhibit "C" to the Annexation Agreement

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LEGAL DESCRIPTION OF "SUBJECT PROPERTY"
(ALSO SOMETIMES KNOWN AS
"UNIT 1 SUBDIVISION")

THAT PART OF THE NORTHWEST 1/4 OF SECTION 26 AND THAT PART OF THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 26;
THENCE SOUTH 00 DEGREES 04 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 275.01 FEET TO THE SOUTH LINE OF THE NORTH 275 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 38 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 275 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 26, AND ALONG THE SOUTH LINE OF COMMONWEALTH EDISON PROPERTY, A DISTANCE OF 1772.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 55; THENCE SOUTH 44 DEGREES 14 MINUTES 54 SECONDS WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 766.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG SAID WESTERLY LINE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 4733.67 FEET, CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 1281.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 49 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 416.59 FEET; THENCE NORTH 50 DEGREES 25 MINUTES 05 SECONDS WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 49 DEGREES 13 MINUTES 23 SECONDS WEST, A DISTANCE OF 135.55 FEET; THENCE NORTH 39 DEGREES 44 MINUTES 34 SECONDS EAST, A DISTANCE OF 39.20 FEET; THENCE NORTH 46 DEGREES 05 MINUTES 48 SECONDS WEST, A DISTANCE OF 134.06 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 717.00 FEET, CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 17.71 FEET; THENCE NORTH 45 DEGREES 47 MINUTES 34 SECONDS WEST, A DISTANCE OF 205.03 FEET; THENCE NORTH 48 DEGREES 10 MINUTES 43 SECONDS EAST, A DISTANCE OF 306.85 FEET; THENCE NORTH 36 DEGREES 07 MINUTES 04 SECONDS EAST, A DISTANCE OF 213.81 FEET; THENCE NORTH 27 DEGREES 44 MINUTES 04 SECONDS EAST, A DISTANCE OF 66.15 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 33 SECONDS EAST, A DISTANCE OF 211.47 FEET; THENCE SOUTH 73 DEGREES 28 MINUTES 36 SECONDS EAST, A DISTANCE OF 298.69 FEET; THENCE SOUTH 56 DEGREES 58 MINUTES 10 SECONDS EAST, A DISTANCE OF 98.90 FEET; THENCE SOUTH 53 DEGREES 30 MINUTES 54 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 46 DEGREES 51 MINUTES 08 SECONDS EAST, A DISTANCE OF 106.24 FEET; THENCE SOUTH 36 DEGREES 41 MINUTES 53 SECONDS EAST, A DISTANCE OF 75.01 FEET; THENCE SOUTH 20 DEGREES 38 MINUTES 02 SECONDS EAST, A DISTANCE OF 75.60 FEET; THENCE SOUTH 52 DEGREES 00 MINUTES 31 SECONDS EAST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 37 DEGREES 59 MINUTES 29 SECONDS WEST, A DISTANCE OF 159.67 FEET; THENCE SOUTH 52 DEGREES 00 MINUTES 31 SECONDS EAST, A DISTANCE OF 160.53 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE 55; THENCE SOUTHWESTERLY, ALONG SAID WESTERLY LINE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 4733.67 FEET, CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 761.32 TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

ALSO KNOWN AS:

LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,56,57,58,59,60,61,62,63,64,65,75,76,77,78,79,80,81, 82,83,84,92,93,94,95,96,97,98 AND 99 IN ARBOR CREEK UNIT NO. 1, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 26 AND THE SOUTH THREE-FOURTHS OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF PLAINFIELD, WILL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN WILL COUNTY, ILLINOIS ON OCTOBER 6, 1999, AS DOCUMENT NO. R99-122861.

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EXHIBIT "B"LEGAL DESCRIPTION OF "ADD-ON PROPERTY"
(ALSO SOMETIMES KNOWN AS
"UNIT 2 SUBDIVISION")

THAT PART OF THE NORTHWEST QUARTER OF SECTION 26 AND THAT PART OF THE SOUTH THREE-FOURTHS OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 00° 04' 29" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 275.01 FEET TO THE SOUTH LINE OF THE NORTH 275 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 89° 38' 42" EAST, ALONG THE SOUTH LINE OF THE NORTH 275 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 26, AND ALONG THE SOUTH LINE OF COMMONWEALTH EDISON PROPERTY, A DISTANCE OF 1772.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE ROUTE 55, THENCE SOUTH 44° 14' 54" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 766.10 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY, ALONG SAID WESTERLY LINE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 4733.67 FEET, CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 1281.43 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 49° 01' 41" WEST, A DISTANCE OF 416.59 FEET; THENCE NORTH 50° 25' 05" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 49° 13' 23" WEST, A DISTANCE OF 135.55 FEET; THENCE NORTH 39° 44' 34" EAST, A DISTANCE OF 39.20 FEET; THENCE NORTH 46° 05' 48" WEST, A DISTANCE OF 134.06 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 717.00 FEET, CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 17.71 FEET; THENCE NORTH 45° 47' 34" WEST, A DISTANCE OF 66.03 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 783.00 FEET, CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 37.84 FEET; THENCE NORTH 50° 08' 10" WEST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 37° 02' 50" WEST, A DISTANCE OF 89.24 FEET; THENCE SOUTH 31° 24' 52" WEST, A DISTANCE OF 89.24 FEET; THENCE SOUTH 25° 46' 50" WEST, A DISTANCE OF 89.24 FEET; THENCE SOUTH 20° 08' 50" WEST, A DISTANCE OF 89.24 FEET; THENCE SOUTH 14° 30' 50" WEST, A DISTANCE OF 89.24 FEET; THENCE SOUTH 06° 16' 35" WEST, A DISTANCE OF 95.71 FEET; THENCE SOUTH 08° 20' 05" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 04° 18' 54" EAST, A DISTANCE OF 110.83 FEET; THENCE SOUTH 88° 20' 40" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 01° 39' 21" WEST, A DISTANCE OF 31.06 FEET; THENCE NORTH 88° 20' 40" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 22° 54' 23" WEST, A DISTANCE OF 96.57 FEET;

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R2000065427

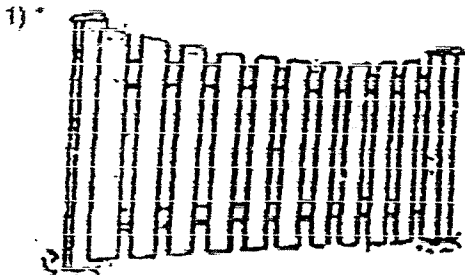
THENCE SOUTH $01^{\circ} 39' 19''$ WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH OF $04^{\circ} 22' 33''$ EAST, A DISTANCE OF 109.46 FEET; THENCE SOUTH $22^{\circ} 13' 19''$ EAST, A DISTANCE OF 72.00 FEET; THENCE NORTH $72^{\circ} 02' 30''$ WEST, A DISTANCE OF 133.01 FEET; THENCE SOUTH $17^{\circ} 57' 30''$ WEST, A DISTANCE OF 353.36 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH $89^{\circ} 25' 23''$ EAST ALONG SAID SOUTH LINE, A DISTANCE OF 688.52 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH $89^{\circ} 18' 24''$ EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 139.69 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE 55; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE, BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 4733.67 FEET, CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 835.66 FEET TO THE POINT OF BEGINNING, AND CONTAINING 21.7955 ACRES, MORE OR LESS, IN THE VILLAGE OF PLAINFIELD, WILL COUNTY, ILLINOIS

EXHIBIT "C"
FENCE DETAIL

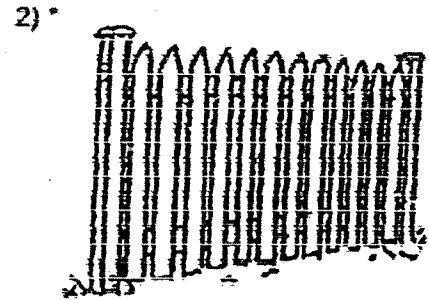
WESTERN RED CEDAR FENCING

* = Interior Lots Only

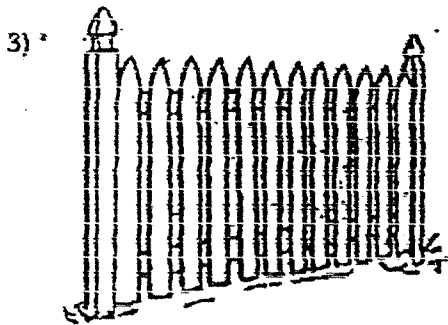
~ = Perimeter Lots of Development; Lots adjacent to parks



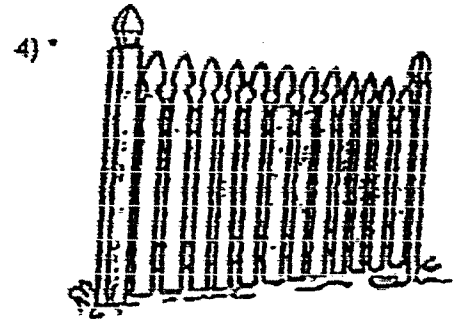
Swoop Top 1 x 6 Picket



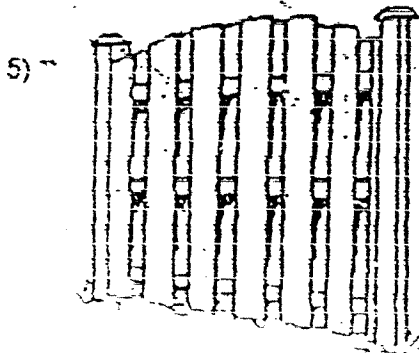
Gothic 1 x 4 Picket



Gothic 1 x 4 Picket with
French Gothic Posts

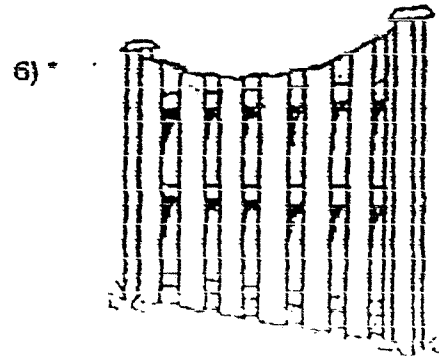


French Gothic 1 x 4 Picket with
French Gothic Posts



Arch Top 1 x 6 Shadow Board

XOX



Swoop Top 1 x 6 Shadow Board

R2000055427

EXHIBIT "D"

COPY OF EXHIBIT "C" TO ANNEXATION AGREEMENT

(See following 5 pages)

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(EXHIBIT C TO ANNEXATION AGREEMENT)

1. PARK AND SCHOOL DONATIONS:

Developer agrees to convey to the VILLAGE and the VILLAGE agrees to accept the proposed Park site along Lily Cache Creek, together with an 8' asphalt pathway as shown on Exhibit B, as full satisfaction of the Village's Park donation requirements for the Subject Property.

2. WATER AND SEWER:

Any connection fees required for connection to the VILLAGE'S sanitary sewer and water supply system shall be payable at the time of issuance of building permit. At any time, the Developer may prepay any said tap-on fees.

3. ANNEXATION FEES:

Owner agrees to pay an annexation fee to the Village of \$1,750.00 per net acre of land for residentially used property. There shall be no commercial fee in that there is no commercial property included herein. The area in perimeter roads and park/recreational land shall not be included in calculating the net developable acres. No other impact, development, transition or any other similar type fee shall be charged for the development of the Subject property. Existing connection and other existing user type fees shall remain applicable.

4. RESIDENTIAL STREETS:

All minor residential streets as set forth on Exhibit B within the Subject Property shall be built within a sixty-six foot (66') right-of-way and constructed at thirty-one (31) feet back-to-back of curb pavement width, except for Persimmon Lane, Hazelwood Drive, Shagbark Court and Birch Court, which may be 60' right-of-ways. Five foot (5') sidewalks shall be required on both sides of all streets and shall be constructed with the adjoining street improvements except for those sidewalks adjoining residential units, which shall be constructed in conjunction with the building of the residential units.

5. TRAFFIC SIGNALS:

Developer agrees to pay a proportionate share of the cost to construct off-site traffic signals benefiting site generated traffic. Developer's share to be determined by calculating the proposed percentage of the traffic generated from the development of the Subject Property in relation to the total amount of traffic on the south leg of the Frontage Road intersection with U.S. Route 30.

The above notwithstanding, the Developer agrees to contribute a minimum of \$10,000.00 towards the cost of a signal. Said \$10,000.00 shall be payable at the time of final plat approval. The balance owed, if any, shall be payable at the time of the issuance of 80%

of the occupancy permits for the proposed development.

6. PLAT APPROVAL:

Notwithstanding the provisions of the VILLAGE'S ordinances and in order to accomplish the reclassification of the Subject Property to R-1 Low Density Single-Family Residence District, Special Use Planned Unit Development for Eighty-Four single-family detached homes, Thirty, two-family attached (duplex) homes and Eighty-Eight townhomes as shown on Exhibit B, the VILLAGE approves such exhibit and the same shall constitute and satisfy all of the requirements for the Preliminary Planned Unit Development Plan and Subdivision Plat for the development as defined in the ordinances of the VILLAGE. Such approval shall survive the duration limitation of this Agreement and shall be in effect until approval of a final plan and subdivision plat in accordance with the provisions of the ordinances of the VILLAGE. Final plats for single-family dwelling unit areas shall not be required to show site location, landscaping, design, architectural elevation or internal use.

The parties further agree that such final plans and plats may be presented to the VILLAGE for its approval in stages or phases of development, as determined by the DEVELOPER, and approval of such plans and plats shall be in accordance with the VILLAGE'S development procedures.

7. MODEL HOMES:

In that the Developer may have several builders who will be constructing several different housing product types in the subdivision, the VILLAGE agrees to permit DEVELOPER and/or builders to construct, maintain and utilize, as model units, single-family, duplex and townhomes on Lots within the subdivision. DEVELOPER shall be allowed a maximum of fourteen (14) model units in the subdivision. Said models may be constructed, but only after approval of a final plat, construction of a gravel roadway to and adjacent to the said models and posting of the necessary letters of credit guaranteeing public improvements. DEVELOPER may place and use up to two sales trailers on the Subject Property. DEVELOPER shall be entitled to fourteen (14) production pre-starts on the Subject Property.

Final surface on the gravel roadway cannot be installed without the approval of the VILLAGE Engineer.

8. INTERIM USES:

Interim uses set forth below shall be permitted anywhere on the Subject Property during the term of this Agreement.

- A. All types of farming.
- B. Borrow pits.
- C. Parking lots.
- D. Stock piling of dirt, also removal and or sale of dirt, clay, gravel or other construction

materials.

E. Temporary detention.

9. ZONING VARIANCES:

The parties agree that all variances, if any, necessary to develop the Subject Property according to DEVELOPER'S Preliminary Plan, shall be deemed to have been granted. These variances are as follows:

1. Minimum lot size of the single-family detached homes will be 10,000 square feet. Minimum lot width shall be 75' at building line.
2. The following bulk restrictions will apply to the townhomes: 1) Front yard setback - thirty feet (30') from a public Right-of-Way; 2) Rear yard setback - thirty feet (30') to the property line and sixty feet (60') back to back of buildings; 3) Side yard setback - thirty feet (30') from a public Right-of-Way, twenty feet (20) side to side of buildings, and forty feet (40) side to back of buildings.

10. COVENANTS:

Developer agrees to impose covenants, conditions and restrictions relating to facade materials, accessory structures and other building restrictions at the time of final plat submittal for each unit. Further, Developer agrees to follow the proposed anti-monotony ordinance of the Village so long as said ordinance applies throughout the Village.

11. WINDING CREEK ROAD CONNECTOR:

Developer agrees to install a 10-12' paved emergency access, including breakaway barriers, across the Commonwealth Edison right-of-way, connecting the Subject Property to the Winding Creek Subdivision to the north as shown on Exhibit B attached hereto. Further, Developer and Village agrees that said emergency access shall not be widened to a fully paved public street unless and until the following two conditions occur:

1. That occupancy permits for at least 80% of the dwelling units in the Subject Property have been issued by the Village.
2. Village to hold a public hearing to examine the road connection as a full through street and a vote of 2/3 of the Corporate authorities would be necessary to cause the removal of the barriers and open the street to through traffic.

Village agrees that Owner and/or Developer shall not be responsible for any costs associated with the aforementioned item 2.

Developer agrees to deposit with the Village a letter of credit in the amount of

\$35,000.00, as Developer's sole responsibility, for the construction of a full width street connection from the Subject Property to the Winding Creek Subdivision and Winding Creek Road specifically. Said amount is based upon the engineer's estimate of cost, which estimate is hereby accepted by the Village. The letter of credit shall be converted to cash at the time of the issuance of 80% of the occupancy permits for the Property.

12. ENTRY FEATURES:

VILLAGE agrees to allow the Developer to construct entry features at the entrances to the Subdivision. Said entry features shall be subject to review and approval by the Development Committee of the Village Board. Permanent entry features containing signs identifying the name of the subdivision shall be permitted, subject to Village Ordinances..

13. BUILDING AND OCCUPANCY PERMITS:

VILLAGE agrees to issue building and occupancy permits for homes within the subdivision within a reasonable time after proper application has been made to the VILLAGE.

In the event that certain improvements cannot be completed due to weather conditions, VILLAGE agrees to issue temporary occupancy permits in order to allow the DEVELOPER the ability to complete any such improvements. No occupancy permits may be issued until the asphalt base is installed on the street serving the homes requiring said permits.

14. SIGNAGE:

Except as otherwise herein expressly provided, the provisions of the VILLAGE Sign Code regulating signs shall control. In that the only marketing window available to the Developer for the Subject Property is from Interstate 55, the VILLAGE agrees to permit two identification signs no larger than three hundred (300) square feet in area and twenty feet (20') in height on the Subject Property facing Interstate 55 to direct customers to sales offices and models. Said signs can be no closer than 2,000 feet apart. Village hereby approves the placement of no more than two (2) 25 square foot directional signs on the Subject property. Said signs shall be set back from any street intersection thirty feet (30') on both streets.

15. PRELIMINARY GRADING AND PREPARATION OF THE PROPERTY FOR DEVELOPMENT:

DEVELOPER shall have the right, prior to obtaining approval of final engineering drawings and prior to approval of a Final Subdivision Plat, to undertake, preliminary grading work, filling and soil stockpiling on the property in preparation for the development of the property on submittal of a grading plan and soil erosion plan. A restoration bond shall be posted with the Village.

16. PARKWAY TREES AND SIDEWALKS: