State of Illinois
County of Kendall

ORDINANCE NUMBER 2010-12
AN ORDNANCE
APPROVING AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT, REVISED CONCEPT PLAN AND PRELIMINARY PLAT OF PLANNED SUBDIVISION APPROVAL FOR HENNEBERRY WOODS

WHEREAS, Moser Enterprises & Crestview Builders previously petitioned Kendall County for approval of a concept plan and preliminary plat for Henneberry Woods as required under the provisions of the RPD-2 (Residential Planned Development – Two) District; and

WHEREAS, the prior petition requested variances from Sections 8.03.K and 8.04.C of the Kendall County Zoning Ordinance to allow for a ten (10) foot side yard setback; but in no instance shall a residence be constructed closer than twenty-five (25') feet to one another and to allow for several lots in the subdivision to exceed forty-five thousand (45,000) square feet in addition to several variances from Section 9.02.M of the Kendall County Subdivision Control Ordinance; and

WHEREAS, said prior petition did pertain to a tract of land approximately 594.39 acres in area, generally located at the southwest corner of Grove Road and Cherry Road (extended) in Sections 5, 6, 7 and 8 of Na-Au-Say Township; and

WHEREAS, on November 16, 2004 the Kendall County Board adopted ordinance 2004-36 approving said prior Concept Plan and Preliminary Plat of Planned Subdivision; and

WHEREAS, the County of Kendall and Henneberry West, LLC previously executed a Planned Unit Development Agreement for the Henneberry Woods Subdivision dated September 1, 2005 and recorded in Kendall County as document number 200500026497; and

WHEREAS, said Planned Unit Development Agreement was subsequently amended by the parties on January 15, 2008 and recorded in Kendall County as document number 20080002061; and

WHEREAS, Henneberry Woods Inc., Henneberry West LLC and the Kendall County Forest Preserve District have entered into a Vacant Land Sales Contract dated April 15, 2010 whereby ±216 acres of said 594.39 acres would be sold to the Kendall County Forest Preserve District; and

WHEREAS, Henneberry Woods Inc. and Henneberry West LLC (hereinafter the “petitioners”) have filed a petition to amend the previously approved Concept Plan and Preliminary Plat of Planned Subdivision and Planned Unit Development Agreement to provide for the orderly development of the remaining balance of the property which consists of approximately 377.67 acres in area, generally located at the southwest corner of Grove Road and Cherry Road (extended) in Sections 5, 6, 7 and 8 of Na-Au-Say Township; and
WHEREAS, said property is legally described in Exhibit “A”; and

WHEREAS, the petitioners have proposed to develop the property as a Residential Planned Development and is required to submit a concept plan and preliminary plat demonstrating how the proposed development accomplishes the goals of the RPD-2 zoning district; and

WHEREAS, all procedures required by Sections 8.04 (Residential Districts- RPD-2) and 8.06 (Residential District- procedure for approval of RPD-1, RPD-2 or RPD-3 Development) of the Kendall County Zoning Ordinance and the requirements of the Kendall County Subdivision Control Ordinance were followed; and

WHEREAS, the petitioners have requested retention of the previously approved variances as referenced in Kendall County Ordinance 2004-36 and requested an additional variance from Section 9.02M of the Kendall County Subdivision Control Ordinance to allow a second cul-de-sac to exceed 1,000 linear feet in length; and

WHEREAS, the Kendall County Zoning Board of Appeals, after due notice to adjacent property owners and publication in the Kendall County Record, a newspaper of general circulation in Kendall County, conducted a public hearing on May 5, 2010 on the requested variances from the official controls of the Kendall County Zoning Ordinance; and

WHEREAS, the Kendall County Zoning Board of Appeals voted on May 5, 2010 to re-approve the requested variances from the official controls of the Kendall County Zoning Ordinance as enumerated in the original Planned Unit Development Agreement dated September 1, 2005 and recorded in Kendall County as document number 200500026497; and

WHEREAS, the Planning, Building, and Zoning subcommittee of the Kendall County Board met on May 10, 2010 to consider the recommendation of the ZBA to retain the original zoning and subdivision variances as well as approve the additional variance from Section 9.02.M of the Kendall County Subdivision Control Ordinance to allow a second cul-de-sac to exceed 1,000 linear feet in length and voted 4-1 to approve said requested variances; and

WHEREAS, the Planning, Building and Zoning Committee determined that the Concept Plan and Preliminary Plat did meet the intent and requirements of the RPD Zoning District and recommended approval of the concept plan and preliminary plat to the County Board; and

WHEREAS, the developer intends to develop the property in substantial conformance with the concept plan, preliminary plan and plat attached and made a part hereof as Exhibit “B” the preliminary landscape plan attached hereto and made a part hereof as Exhibit “C” the Stormwater Basin Concepts plan attached hereto and made a part hereof as Exhibit “D”, the preliminary plat review comments from the Kendall County Health Department made a part hereof as Exhibit “E”, and the Second Amendment to Planned Unit Development Agreement attached hereto and made a part hereof as Exhibit “F”
NOW, THEREFORE, BE IT ORDAINED, by the Kendall County Board as follows:

1) The above recitals are incorporated by reference as if fully set forth herein;
2) The petitioners’ request for variance from Section 9.02M of the Kendall County Subdivision Control Ordinance allowing a second cul-de sac to exceed 1,000 linear feet in length is approved;
3) The petitioners’ revised preliminary plan and plat of subdivision for the tract of land entitled “Henneberry Woods” and attached hereto as Exhibit B is approved.
4) The Second Amendment to the Planned Unit Development Agreement attached hereto as Exhibit F is approved.

IN WITNESS OF, this ordinance has been enacted on June 1, 2010.

Attest:

Debbie Gillette  
Kendall County Clerk

Anne Vickery  
Kendall County Board Chairman
LEGAL DESCRIPTION FOR HENNEBERRY WOODS SUBDIVISION

PARCEL ONE

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, AND RUNNING THENCE NORTH 89 DEGREES 3.5 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF THE AFORESAID SOUTHWEST QUARTER OF SECTION 4 A DISTANCE OF 11115.22 FEET; THENCE SOUTHDWESTERLY ALONG A NON-TANGENT CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 710.00 FEET, TO A POINT ON CURVE; THENCE SOUTHWESTERLY ALONG A CURVE WHOS CENTER LIES NORTHERLY AND HAS A RADIUS OF 790.00 FEET, A DISTANCE OF 414.27 FEET, ARC, (CHORD HEARING SOUTH 74 DEGREES 55 MINUTES 45 SECONDS WEST, 409.54 FEET, CHORD), TO A POINT OR TANGENCY; THENCE SOUTH 85 DEGREES 57 MINUTES 08 SECONDS WEST, 200.01 FEET, TO A POINT OR THE CENTERLINE OF GROVE ROAD; THENCE NORTH 02 DEGREES 52 MINUTES 32 SECONDS WEST ALONG SAID CENTERLINE, 32820 FEET, TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF NA-AU-SAT, KENDALL COUNTY, ILLINOIS.

PARCEL TWO:


PARCEL THREE:

THAT PART OF THE WAISH-KEE-SHM RESERVATION IN SECTIONS 5, 6, 7, AND 8 TOWNSHIP 36 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF SAID RESERVATION; THENCE NORTH ALONG THE EAST LINE THEREOF 0.38 CHAINS TO THE NORTH LINE OF THE SOUTH HALF OF SAID RESERVATION; THENCE WEST ALONG SAID NORTH LINE 87.98 CHAINS TO A POINT 10 CHAINS EAST OF THE WEST LINE OF SAID RESERVATION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID RESERVATION 18. 653 CHAINS; THENCE WEST PARALLEL WITH THE NORTH LINE THE SOUTH HALF OF SAID RESERVATION 10 CHAINS, THENCE SOUTH ALONG SAID WEST LINE 23.901 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE THE SOUTH HALF SAID RESERVATION 31.497 CHAINS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID
RESERVATION 5.33 CHAINS TO THE SOUTH LINE OF SAID RESERVATION; THENCE EAST ALONG THE SOUTH LINE OF SAID RESERVATION TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF NA-AU-SAY, KENDALL COUNTY, ILLINOIS.

PARCEL FOUR:

LOTS 1, 2, 3, 12, 13, AND 14 IN TOWNSENDS SUBDIVISION OF THE NORTH HALF OF FRACTIONAL SECTION 7, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF NA-AU-SAY, KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 114 OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4; THENCE SOUTH 0 DEGREES 02 MINUTES 52 SECONDS EAST ALONG THE CENTER LINE OF GROVE ROAD, 819.74 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE ON A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 881.50 FEET, ARC 467.04 FEET (CHORD BEARING SOUTH 15 DEGREES 08 MINUTES 51 SECONDS WEST 461.60 FEET, CHORD); THENCE SOUTH 89 DEGREES 51 MINUTES 52 SECONDS WEST 2323.44 FEET TO THE EAST LINE OF THE WAA-KEE-SHA RESERVATION; THENCE SOUTH 89 DEGREES 29 MINUTES 01 SECONDS WEST, 255.00 FEET; THENCE NORTH 0 DEGREES 30 MINUTES 59 SECONDS WEST 218.30 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 1285.00 FEET, ARC 522.13 FEET (CHORD BEARING NORTH 71 DEGREES 04 MINUTES 33. SECONDS EAST 518.55 FEET, CHORD) TO A POINT OF TANGENCY THENCE NORTH 59 DEGREES 26 MINUTES 06 SECONDS EAST 341.97 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 54 SECONDS WEST 399.99 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 03 SECONDS WEST 222.10 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 5; THENCE NORTH 89 DEGREES 37 MINUTES 57 SECONDS WEST ALONG SAID NORTH LINE 2032.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY BEING CONVEYED TO THE KENDALL COUNTY FOREST PRESERVE

THAT PART OF SECTION 6, WHICH INCLUDES PART OF HENNEBERRY WOODS UNIT 4, IN TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, SAID SECTION CORNER ALSO BEING THE NORTHEAST CORNER OF HENNEBERRY WOODS UNIT 1, AND RUNNING THENCE SOUTH 89 DEGREES 37 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID UNIT 1 A DISTANCE OF 245471 FEET, TO THE EAST LINE OF THE WAA-KEE-SHA RESERVATION, SAID LINE ALSO BEING THE NORTHEAST LINE OF HENNEBERRY WOODS UNIT 2; THENCE NORTH 0 DEGREES 30 MINUTES 59 SECONDS WEST, 116.02 FEET, ALONG SAID NORTHEAST LINE OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE WAA-KEE-SHA RESERVATION, SAID LINE ALSO BEING THE NORTH LINE OF HENNEBERRY WOODS UNIT 2; THENCE SOUTH 89 DEGREES 51 MINUTES 06 SECONDS WEST, 1899.24 FEET, TO THE NORTHWEST CORNER OF AFORESAID UNIT 2; THENCE CONTINUING ALONG THE AFORESAID NORTH LINE OF THE SOUTH HALF OF RESERVATION. SOUTH 89 DEGREES 51 MINUTES 06 SECONDS WEST, 947.08 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 42 MINUTES 43 SECONDS WEST, 2805.28 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 06 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF AFORESAID RESERVATION, 3692.70 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 50 SECONDS WEST, 1577.86 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 06 SECONDS EAST, ALONG A LINE 18.653 CHAINS SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE WAA-KEE-SHA RESERVATION, 660.00 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 50
SECONDS WEST, ALONG A LINE 10 CHAINS EAST OF AND PARALLEL WITH THE WEST LINE OF
THE WAA-KEE-SHA RESERVATION, 1226.37 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 06
SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE WAA-KEE-SHA
RESERVATION, 2959.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,
EXCEPTING THEREFROM ANY PART OF LOTS 42 THRU 56, BOTH INCLUSIVE, & OUTLOT E IN
WHITETAIL RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT
2005015985, AND
EXCEPTING THEREFROM ANY PART OF LOTS 151 AND 158 IN HENNEBERRY WOODS UNIT 4,
ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2007 AS DOCUMENT 2007036143,
ALL IN KENDALL COUNTY, ILLINOIS.
HENNEBERRY WOODS
KENDALL COUNTY
PRELIMINARY PLAN AND PLAT

PREPARED FOR:
Moser Enterprises, Inc.
401 S. Main St., Suite 300
Naperville, Illinois 60540
Phone: 630-420-3000

Schoppe Design Associates, Inc.
26555 S. State Road 60
Plainfield, Illinois 60544

EXHIBIT B

LOCATION MAP

SHEET INDEX
1. Cover Sheet, Legal Description
2. Existing Conditions Sheet
3. Sections, Lot Detail, Lot Size Charts
4. Overall Site Plan
5. Preliminary Plan & Plat
6. Preliminary Plan & Plat
7. Preliminary Plan & Plat
8. Preliminary Plan & Plat
9. Preliminary Plan & Plat

GENERAL NOTES

EXHIBIT B SHEET INDEX

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<td>EXISTING CONDITIONS</td>
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OSWEGO LAND PARK DISTRICT - 16' ASPHALT TRAIL SECTION

TYPICAL LOT DETAIL

NOTE: OPEN SPACE LOT LOTS 9, 10, 11, AND 12 ARE SUBJECT TO THE OSWEGO LAND DISTRICT IMPROVEMENT AND EQUITIZATION AGREEMENT.

OPEN SPACE LOT CHART

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<th>SIZE</th>
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NOTE: OPEN SPACE LOTS LOTS 9, 10, 11, AND 12 ARE SUBJECT TO THE OSWEGO LAND DISTRICT IMPROVEMENT AND EQUITIZATION AGREEMENT.
EXISTING HEDGEROW TO BE PRESERVED

EXISTING EUCALYPTUS TO REMAIN
- REMOVES ANY EXISTING INVASIVE TREES
- IMPLEMENT BURN MANAGEMENT PROGRAM

LOW PROFILE PRAIRIE WITH
PERENNIAL WILDFLOWER ACCENTS
CLUSTERED STREET TREES

PLANT KEY:

- Huck Tree
- Evergreen Tree
- Ornamental Tree
- Water/failed
- INVADING BROWN LEAF LAWN
- LOW HORT Maul
- LOW PROFILE PLANT
- PERENNIAL WILDFLOWER ACCENTS
- SHADY PLANTING
- HOT TO HANG PLANTING
EXHIBIT D
May 28, 2010

Dan Kramer
1107A South Bridge St.
Yorkville, IL 60560

RE: Henneberry Woods Preliminary Plat Review Response Comments

Dear Mr. Kramer,

The Kendall County Health Department, Environmental Health Unit (KCHD) submits that the petitioner/developer of the above referenced, proposed subdivision has reasonably ascertained that most residential lots within said proposed subdivision are able to support the installation and subsequent use of an approved private sewage disposal system and private water supply as defined by all applicable state and county public health codes.

KCHD does however wish to reiterate remaining concerns with respect to certain aspects of the proposed preliminary plat design, offering the following comments for your consideration as you pursue (final) plat approval. These comments take into account the requirements of the Illinois Private Sewage Disposal Licensing Act and Code, the Illinois Water Well Construction Code, and the Kendall County Subdivision Control Ordinance. We ask that you please carefully review these comments, and recommend that they be factored into the strategy and ultimate design of the final plat.

Please accept the following comments, referencing your letter to KCHD dated May 18, 2010, in response to our initial preliminary plat review comments to you, dated May 21, 2010:

1. With respect to point 1 on page 1, it appears that septic envelopes have been sized with little regard to the minimum sizing recommendations for [conventional] septic systems (as set forth in the County's Subdivision Control Ordinance). While the possibility exists for some if not many lots to be served by [alternative technology-based] septic systems, it is important to note that, in general, potentially undersized septic envelopes can limit the number of septic system options available to the future lot owner, options for both the primary septic system as well as a future septic system repair or replacement.
KCHD is all too familiar with undersized septic envelopes ultimately incapable of supporting a repair of any sort that meets code requirements. Based on this experience, KCHD would be remiss not to reiterate the importance of using the Septic Envelope Sizing Chart, provided in the Subdivision Control Ordinance, as a design guide.

2. With respect to point 2 on page 1, KCHD agrees with the proposed approach, which is to reconfigure lots to meet septic envelope sizing recommendations or to notify homeowners that alternative technology-based systems will be required. Again, KCHD strongly recommends the use of the septic envelope sizing recommendations as they relate to septic system-related soil limitations; allowing for the possible installation of conventional septic systems, this as opposed to relying on the default option of installing alternative technology-based systems.

A substantial number of lots do not meet the recommended lot sizing requirements (forty-nine lots) according to the septic envelope sizing chart provided in the Subdivision Control Ordinance. These lots are as follows:


Sewage disposal systems serving these lots will very likely need to utilize non-conventional, alternative technology-based designs. Again, these systems will likely be more expensive to install, operate and maintain, and will have an increased number of mechanical components (pumps, timers, motors). It is important to note that, in our experience, many local septic contractors appear not favor alternative technologies such as mound systems or slow drip irrigation, believed to be based in large part on their complexity and cost.

3. With respect to point 3 on page 2, the Kendall County Subdivision Control Ordinance includes a chart generated by Illinois State Certified Soil Classifiers that highlight soils determined to be unsuitable for septic systems. Septic envelopes for 44 lots in the proposed development are situated over these unsuitable soils. According to the requirements of the Subdivision Control Ordinance, potential lot buyers must receive advanced notification in a way that warns them of the observed unsuitable soils and the potentially severe soil limitations. Due to these limitations and the high probability that they will severely hamper the normal functionality of subsurface septic systems, KCHD recommends reconfiguring these lots so that the proposed septic envelopes are not positioned over such soils by the time the subdivision reaches the final plat stage. These lots are as follows:

These soils are designated as unsuitable due to their wet nature and very high seasonal water levels (drummer soils).

• Lots 158, 159, and 160 due to filled/manipulated soils (known as “orthent soils”). KCHD recommends that more soil borings be taken from within these proposed septic envelopes in order to determine if these lots can be served by [any type] of private sewage disposal system. Septic seepage fields are not permitted to be installed in fill soils according to the Illinois Private Sewage Disposal Licensing Act and Code.

• Lots 161, 162, and 163 due to filled/manipulated and wet soils (orthent and drummer soils). Section(s) of these septic envelopes appear to be positioned over very wet soil with an extremely shallow seasonal high water table. KCHD recommends that more soil borings be taken in order to determine if these lots can be served by any type of private sewage disposal system.

• Lots 175 and 176 due to very wet soils (peatone soils). Evidence of a seasonal high water table was discovered at less than 12 inches from the natural ground surface. Water had actually been observed at 41 inches below the natural ground surface.

4. With respect to point 4 on page 2, KCHD strongly recommends adjusting lots in order to protect the large oak tree existing between proposed lots 133 and 134. Your written response indicated that the septic envelopes are to be manipulated on the final plat in order to provide a larger setback between septic envelopes and the existing tree. According to the proposed preliminary plat, the septic envelope fills most of the space in the rear yard of each aforementioned lot. According to the Subdivision Control Ordinance, these envelopes are just large enough to meet the recommended sizing requirements for (subsurface) sewage disposal. KCHD recommends maintaining the septic envelope sizes as proposed, and reconfiguring these lots in a manner which increases the septic envelope setbacks to the tree.
In conclusion, the Environmental Health Unit strongly recommends that the above listed comments be taken into consideration, but that they not delay the Henneberry Woods [preliminary] plat approval process. We ask that you please respond to these comments in writing as they pertain to a subsequent review of the future proposed final plat.

Should you have any questions, or concerns, please feel free to contact this office at (630) 553-9100, ext. 8026.

Sincerely,

Aaron J. Rybski, LEHP
Assistant Director, Environmental Health

CC: Angela Zubko, Kendall County Department of Planning, Building and Zoning
    Mike Schoppe, Schoppe Design Associates, Inc.
    Ted McCannon, Environmental Design Services
    Steve Curatti, Kendall County Director of Environmental Health

* It is not possible to ascertain with complete certainty that each proposed residential lot will be able to support the installation and subsequent use of an approved private sewage disposal system without having first performed lot-specific soil testing (testing typically not performed until after the subdivision has been approved and lots are purchased), and before the numbers of bedrooms and the final size and position of each home, are revealed.
SECOND AMENDMENT
PLANNED UNIT DEVELOPMENT AGREEMENT
HENNEBERRY WOODS SUBDIVISION

This Second Amendment to the Henneberry Woods Planned Unit Agreement (hereinafter referred to as “AGREEMENT”), is made and entered into this 1st day of June, 2010, by and between the COUNTY OF KENDALL (hereinafter referred to as “KENDALL”) a body politic, and HENNEBERRY WEST, LLC, and Illinois Limited Liability Company and HENNEBERRY WOODS, INC. (hereinafter referred to as “OWNERS/DEVELOPERS”), which is dated this 1st of May, 2010

WITNESSETH

WHEREAS, OWNERS/DEVELOPERS and the COUNTY OF KENDALL through its Forest Preserve and County Board have entered into negotiations and have executed the Contract to purchase by the Kendall County Forest Preserve from OWNERS/DEVELOPERS 216 acres of the proposed Henneberry Woods Subdivision; and

WHEREAS, OWNERS/DEVELOPERS were originally developing 600 acres in said subdivision and now contemplate the transfer of ownership of 216 acres of said subdivision to the Kendall County Forest Preserve District which will alter the parcel of real property originally contemplated to be platted under Units 4-8 of said subdivision; and

WHEREAS, the Kendall County Board has considered it to be in the best interest of the County and in the orderly development of Henneberry Woods Subdivision to make certain specific modifications to the original Preliminary Planned Unit Development Agreement, and to the original Preliminary Plan and Plat; and

©Law Offices of Daniel J. Kramer
WHEREAS, OWNERS/DEVELOPERS have submitted through their consultants and at the public hearing which was held on May 5, 2010 and in consultation with County Consultants and Advisory Boards, revisions to the Preliminary Plan and Plat of Henneberry Woods, which had been prepared and submitted in writing and are dated by Schoppe Design & Associates, Inc. as of May 28, 2010; and

WHEREAS all parties hereto agree that the First Amendment to the PUD Agreement dated January 16, 2008 is hereby rescinded and that the original Planned Unit Development Agreement for Henneberry Woods Subdivision be specifically amended as follows:

I. OWNERS/DEVELOPERS DEVELOPMENT OBLIGATIONS:

1. OWNER/DEVELOPER shall be permitted to improve said subdivision with 240 lots and 241 dwelling units instead of the original 357 units, lot 32 consisting of the preservation of the existing historical stone barn, having the potential to be utilized as a residential structure and to construct an additional residence thereon. Section 1 Zoning Paragraph B of the original Planned Unit Development Agreement is herein modified to modify the maximum number of lots permitted to be platted within Henneberry Woods to said number.

2. That Section 1 Zoning Paragraph B of the original Planned Unit Development Agreement is hereby modified providing that OWNERS/DEVELOPERS have submitted and the County Board has approved a revised Concept Plan and Preliminary Plan and Plat dated May 28, 2010. Said Concept Plan reflects the granting of density bonus credits to increase the previously approved density from .61 to .65 based on the granting of the following bonus credits beyond the base density of .45:

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<th>Base density-</th>
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<td>Provision For significant rec. amenities -</td>
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3. That in addition to the variance referenced under Section 1 “Zoning” Paragraph C(ii)(a) Jessup Court running in a generally north–south direction having a cul-de-sac at its terminus shall also be permitted to have a length longer than 1,000 linear feet which is approximately 1,350 feet as has been approved by the Kendall County Planning, Building & Zoning Committee and the Oswego Fire Protection District.

4. That OWNERS/DEVELOPERS shall construct consistent with the original Preliminary Planned Unit Development Agreement one clubhouse building and pools as depicted on their sales brochures in terms of location, architecture, and site as shown on the Preliminary Plan and Plat of Schoppe Design having a square footage of no less than 2,100 square feet.

5. That the lot layout, concept plan design and preliminary plan and plat as contained in the Schoppe Design Associates, Inc. drawings dated May 28, 2010 as modified, upon recommendations of staff, the Kendall County Planning, Building, and Zoning Committee, the Kendall County Regional Plan Commission, and the Kendall County Zoning Board of Appeals is approved as the adopted Preliminary Plan and Plat of Henneberry Woods Subdivision.

6. That except to the extent modified by this Agreement, all original terms, conditions, entitlements, and obligations of either party as contained in the original Planned Unit Development Agreement and as contained in the Planned Unit Development Agreement are hereby ratified, re-published, and re-affirmed.

All recitals set out in this Agreement are herein adopted as conditions of this Agreement as though set forth in full.

II. TECHNICAL REVISIONS TO ORIGINAL PLANNED UNIT DEVELOPMENT AGREEMENT DATED SEPTEMBER 1, 2005:

1. Section 1 Zoning, Paragraph C (ii)(g) lot size in excess of 45,000 square feet variance is deleted.

2. Section 1 Zoning, Paragraph D is hereby modified to provide that OWNERS/DEVELOPERS shall submit final stormwater management and engineering plans for approval upon submission for each Final Plat Application.

3. Section 2 Fees, Paragraph A is hereby modified to provide that OWNERS/DEVELOPERS agree to pay the required School Land-Cash Fees in accordance with the ordinances and fair market values for Kendall County in effect at

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the time of recording the Final Plat for each respective Unit. Said fees shall be collected and be made payable prior to the release of a single-family permit for each of the buildable lots within the development at the time of recording the Final Plat for each respective Phase or Unit.

In addition to the above fees, at the time of application for each single-family residential building permit, the Applicant for each single-family residential building permit shall pay $500.00 per lot to the Kendall County Forest Preserve District, said Forest Preserve District Fees shall be utilized solely by the District to construct future improvements within the adjoining 216 acre Forest Preserve Property.

4. The parties agree that the last sentence of Section 2 Fees, Paragraph C is deleted.

5. Section 3 Donations and Contributions, Paragraph C (i) and C (iii) the acreage being conveyed to Oswegoland Park District is being modified from 38.3 acres to 39.48 acres; and the dwelling unit count therein is modified to 240 lots. It is anticipated that OWNERS/DEVELOPERS will enter into an Amendment to their original Oswegoland Park District Agreement conforming to the Oswegoland Park District memo as to trails and contributions.

6. OWNERS/DEVELOPERS and Kendall County agree that OWNERS/DEVELOPERS may submit applications for approval of Final Plats through December 31, 2018 unless modified by a subsequent amendment approved by the County Board, the preliminary plat dated May 28, 2010 shall survive through December 31, 2018.

7. OWNERS/DEVELOPERS and Kendall County agree that the Homeowners Association shall be turned over to lot owners within three (3) years of approval of this Agreement, or in the alternative OWNERS/DEVELOPERS provide Kendall County with written consent of the majority of Homeowners to delay turnover due to the desire of the Homeowners to have OWNERS/DEVELOPERS to continue to maintain common area improvements until such time as the improvements have been inspected for completion and accepted by the County and transferred to the Homeowner’s Association.

8. Section 4 Subdivision Improvements, Paragraph G of the original PUD Agreement is hereby deleted.

6. TIME IS OF THE ESSENCE.

It is understood and agreed by the parties hereto that time is of the essence in this AGREEMENT, and that all parties will make every reasonable effort, to expedite the subject matter

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hereof. It is further understood and agreed by the parties that the successful consummation of this AGREEMENT requires their continued cooperation.

7. BINDING EFFECT.

This Third Planned Unit Amendment Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, and upon any successor County authority of KENDALL. In the event any portion of this AGREEMENT is deemed unenforceable by a Court of competent jurisdiction the remaining portion shall be binding upon all parties.

8. NOTICES AND REMEDIES.

Upon a breach of this AGREEMENT, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.

Before any failure of any party of this AGREEMENT to perform its obligations under this AGREEMENT shall be deemed to be a breach of this AGREEMENT, the party claiming such failure shall notify in writing, certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

KENDALL: Kendall County Zoning Director
c/o Kendall County Zoning Office
111 W. Fox St.
Yorkville, Illinois 60560

Copy to Kendall County States Attorney:
Kendall County States Attorney
807 W. John St.
Yorkville, Illinois 60560

OWNERS/DEVELOPERS:
Moser Enterprises, Inc.
401 S. Main St., Ste. 300
Naperville, IL 60540

Crestview Builders
4004 Falcon Dr.
Naperville, IL 60564

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9. **AGREEMENT TO PREVAIL OVER ORDINANCES.**

In the event of any conflict between this AGREEMENT and any ordinances of KENDALL in force at the time of execution of this AGREEMENT or enacted during the pendency of this AGREEMENT, the provision of this AGREEMENT shall prevail to the extent of any such conflict or inconsistency.

10. **PARTIAL INVALIDITY OF AGREEMENT.**

If any provision of this AGREEMENT (except those provisions relating to the requested rezoning of the Property identified herein and the ordinances adopted in connection herewith), or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any, other terms, conditions and provisions of this AGREEMENT and, to that end, any terms, conditions and provisions of this AGREEMENT are declared to be severable.

If, for any reason during the term of this AGREEMENT, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, KENDALL agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

11. **USE OF PROPERTY FOR FARMING.**

Any portion of the PROPERTY, which is not conveyed or under development as provided herein, may be used for farming purposes, regardless of the underlying zoning until developed.

12. **HENNEBERRY WEST, LLC,** an Illinois Limited Liability Corporation hereby disclose that they are the sole OWNERS/DEVELOPERS of the subject real property upon closing with the current record titleholder.
IN WITNESS WHEREOF, the parties have executed this Planned Unit Agreement the day and year first above written.

KENDALL:
COUNTY OF KENDALL

By:  
County Board Chairman  
Dated:  

Attest:  
County Clerk  

OWNERS/DEVELOPERS:
HENNEBERRY WEST, LLC, an Illinois Limited Liability Corporation

By:  
Dated:  

Attest:  

HENNEBERRY WOODS INC., an Illinois Limited Corporation

By:  
Dated:  

Attest:  

Prepared by & Return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois  60560
630.553.9500
IN WITNESS WHEREOF, the parties have executed this Planned Unit Agreement the day and year first above written.

KENDALL:
COUNTY OF KENDALL

By: ___________________________ Dated: ___________________________
    County Board Chairman

Attest: ___________________________
       County Clerk

OWNERS/DEVELOPERS:
HENNEBERRY WEST, LLC, an Illinois Limited Liability Corporation

By: ___________________________ Dated: 6/2/10

Attest: ___________________________

HENNEBERRY WOODS INC., an Illinois Limited Corporation

By: ___________________________ Dated: 6/2/10

Attest: ___________________________

Prepared by & Return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500
**EXHIBIT LIST**

<table>
<thead>
<tr>
<th>Exhibit “A”</th>
<th>Legal description</th>
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<tbody>
<tr>
<td>Exhibit “B”-</td>
<td>Preliminary Plan and Plat (Schoppe Design)</td>
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<td>Exhibit “C”</td>
<td>Landscape Plan revised May 12, 2010 (Schoppe Design)</td>
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<tr>
<td>Exhibit “D”</td>
<td>First Amendment to Improvement and Dedication Agreement with the Oswegoland Park District Agreement</td>
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<tr>
<td>Exhibit “E”</td>
<td>The Stormwater Basin Concept Plan revised May 12, 2010 (Schoppe Design)</td>
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<tr>
<td>Exhibit “F”</td>
<td>Henneberry Sales Brochure</td>
</tr>
<tr>
<td>Exhibit “G”</td>
<td>Kendall County Forest Preserve memo</td>
</tr>
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LEGAL DESCRIPTION FOR HENNEBERRY WOODS SUBDIVISION

PARCEL ONE

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SAID NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, AND RUNNING THENCE NORTH 89 DEGREES 3.5 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF THE AFORESAID SOUTHWEST QUARTER OF SECTION 4 A DISTANCE OF 11115.22 FEET; THENCE SOUTHOD DEGREES 44 MINUTES 19 SECONDS EAST, 40.00 FEET, TO A POINT ON CURVE; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 710.00 FEET, ARC, (CHORD BEARING SOUTH 74 DEGREES 35 MINUTES 02 SECONDS WEST, 359.80 FEET CHORD) TO A POINT OR TANGENCY; THENCE SOUTH 59 DEGREES 54 MINUTES 23 SECONDS WEST, 200.00 FEET, TO A POINT OR CURVE; THENCE SOUTHWESTERLY ALONG A CURVE WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 790.00 FEET, A DISTANCE OF 414.27 FEET, ARC, (CHORD HEARING SOUTH 74 DEGREES 55 MINUTES 45 SECONDS WEST, 409.54 FEET, CHORD), TO A POINT OR TANGENCY; THENCE SOUTH 85 DEGREES 57 MINUTES 08 SECONDS WEST, 200.01 FEET, TO A POINT OR THE CENTERLINE OF GROVE ROAD; THENCE NORTH CO DEGREES 02 MINUTES 52 SECONDS WEST ALONG SAID CENTERLINE, 32820 FEET, TO A POINT OR THE CENTERLINE OF GROVE ROAD, IN THE TOWNSHIP OF NA-AU-SAT, KENDALL COUNTY, ILLINOIS.

PARCEL TWO:


PARCEL THREE:

THAT PART OF THE WAISH-KEE-SHAW RESERVATION IN SECTIONS 5, 6, 7, AND 8 TOWNSHIP 36 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID RESERVATION; THENCE NORTH ALONG THE EAST LINE THEREOF 0.38 CHAINS TO THE NORTH LINE OF THE SOUTH HALF OF SAID RESERVATION; THENCE WEST ALONG SAID NORTH LINE 87.98 CHAINS TO A POINT 10 CHAINS EAST OF THE WEST LINE OF SAID RESERVATION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID RESERVATION 18. 653 CHAINS; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID RESERVATION 10 CHAINS, THENCE SOUTH ALONG SAID WEST LINE 23.901 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE THE SOUTH HALF SAID RESERVATION 31.497 CHAINS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID RESERVATION.
RESERVATION 5.33 CHAINS TO THE SOUTH LINE OF SAID RESERVATION; THENCE EAST ALONG THE SOUTH LINE OF SAID RESERVATION TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF NA-AU-SAY, KENDALL COUNTY, ILLINOIS.

PARCEL FOUR:

LOTS 1, 2, 3, 12, 13, AND 14 IN TOWNSENOS SUBDIVISION OF THE NORTH HALF OF FRACTIONAL SECTION 7, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF NA-AU-SAY, KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 114 OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4; THENCE SOUTH 0 DEGREES 02 MINUTES 52 SECONDS EAST ALONG THE CENTER LINE OF GROVE ROAD, 819.74 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE ON A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 881.50 FEET. ARC 467.04 FEET (CHORD BEARING SOUTH 15 DEGREES 08 MINUTES 51 SECONDS WEST 461.60 FEET, CHORD); THENCE SOUTH 89 DEGREES 51 MINUTES 52 SECONDS WEST 2322.44 FEET TO THE EAST LINE OF THE WAA-KEE-SHA RESERVATION; THENCE SOUTH 89 DEGREES 29 MINUTES 01 SECONDS WEST 255.00 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE, WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 1285.00 FEET, ARC 522.13 FEET (CHORD BEARING NORTH 71 DEGREES 04 MINUTES 33. SECONDS EAST 518.55 FEET, CHORD) TO A POINT OF TANGENCY THENCE NORTH 59 DEGREES 26 MINUTES 06 SECONDS EAST 341.97 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 54 SECONDS WEST 399.99 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 03 SECONDS WEST 222.10 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 5; THENCE NORTH 89 DEGREES 37 MINUTES 57 SECONDS EAST ALONG SAID NORTH LINE 2032.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY BEING CONVEYED TO THE KENDALL COUNTY FOREST PRESERVE

THAT PART OF SECTION 6, WHICH INCLUDES PART OF HENNEBERRY WOODS UNIT 4, IN TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, SAID SECTION CORNER ALSO BEING THE NORTHEAST CORNER OF HENNEBERRY WOODS UNIT 1, AND RUNNING THENCE SOUTH 89 DEGREES 37 MINUTES 57 SECONDS WEST, ALONG THE NORTH LINE OF SAID UNIT 1 A DISTANCE OF 245471 FEET, TO THE EAST LINE OF THE WAA-KEE-SHA RESERVATION, SAID LINE ALSO BEING THE NORTHEAST LINE OF HENNEBERRY WOODS UNIT 2; THENCE NORTH 0 DEGREES 30 MINUTES 59 SECONDS WEST, 116.02 FEET, ALONG SAID NORTHEAST LINE OF THE NORTH LINE OF THE SOUTH HALF OF THE WAA-KEE-SHA RESERVATION, SAID LINE ALSO BEING THE NORTH LINE OF HENNEBERRY WOODS UNIT 2; THENCE SOUTH 89 DEGREES 51 MINUTES 06 SECONDS WEST, 1899.24 FEET, TO THE NORTHWEST CORNER OF AFORESAID UNIT 2; THENCE CONTINUING ALONG THE AFORESAID NORTH LINE OF THE SOUTH HALF OF RESERVATION, SOUTH 89 DEGREES 51 MINUTES 06 SECONDS WEST, 947.08 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 42 MINUTES 43 SECONDS EAST, 2805.28 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 06 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF AFORESAID RESERVATION, 3692.70 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 50 SECONDS WEST, 1577.86 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 06 SECONDS EAST, ALONG A LINE 18.653 CHAINS SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE WAA-KEE-SHA RESERVATION, 660.00 FEET, THENCE NORTH 0 DEGREES 12 MINUTES 50
SECONDS WEST, ALONG A LINE 10 CHAINS EAST OF AND PARALLEL WITH THE WEST LINE OF 
THE WAA-KEE-SHA RESERVATION, 1226.37 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 06 
SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE WAA-KEE-SHA 
RESERVATION, 2959.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, 
EXCEPTING THEREFROM ANY PART OF LOTS 42 THRU 56, BOTH INCLUSIVE, & OUTLOT E IN 
WHITETAIL RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2005 AS DOCUMENT 
2005015985, AND 
EXCEPTING THEREFROM ANY PART OF LOTS 151 AND 158 IN HENNEBERRY WOODS UNIT 4, 
ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2007 AS DOCUMENT 2007036143, 
ALL IN KENDALL COUNTY, ILLINOIS.
HENNEBERRY WOODS
KENDALL COUNTY
PRELIMINARY
PLAN AND PLAT

PREPARED FOR:

Moser Enterprises, Inc.
4431 White Ash Lane
Naperville, Illinois 60564

Schuppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE
190 N. Halsted Street
Chicago, IL 60610

EXHIBIT B
OSWEGOLAND PARK DISTRICT - 10' ASPHALT TRAIL SECTION

LOCAL STREET SECTION

MINOR COLLECTOR STREET SECTION

OPEN SPACE LOT CHART

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<tr>
<td>FF</td>
<td>1.20</td>
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</table>

NOTE: OPEN SPACE LOTS CTO S, I, AND J TO BE CONVEYED TO THE OSWEGOLAND PARK DISTRICT IN THE TERMS OF THE IMPROVEMENT AND DEDICATION AGREEMENT.
HENNEBERRY WOODS
KENDALL COUNTY
PRELIMINARY LANDSCAPE PLAN

PREPARED FOR:
Moser Enterprises, Inc.
401 S. Main St.
Suite 300
Naperville, Illinois 60540
Phone: 708-429-3000

4431 White Ash Lane
Naperville, Illinois 60564

LOCATION MAP

EXHIBIT C

SHEET INDEX

1. Cover Sheet
2. Overall Site Plan
3. Preliminary Landscape Plan
4. Preliminary Landscape Plan
5. Preliminary Landscape Plan
6. Preliminary Landscape Plan
7. Preliminary Landscape Plan

GENERAL NOTES


2. Street Tree Requirement:
   Minimum of 1 Shaen Tree per 40 linear feet of R.O.W., spaced no less than 40' on center, and no more than 50' on center for all street R.O.W.
   - 51,780 linear feet of R.O.W. / 40 = 1295 Street Trees Required
   - Provided = 1323
GREENWOOD TRUST

CLUSTERED STREET TREES
LOW MOW GRASSES

ENTRANCE PARK
WITH OPEN LAWN

ENTRY MONUMENT

NATURALIZED LANDSCAPE BUFFER

NATURALIZED DETENTION FACILITY
WITH EMERGENT PLANTINGS, NATIVE
TREES & SHRUBS

GREENWOOD TRUST

LOT 112

PLANT KEY:

1. MAIN TREE
2. EVERGREEN TREE
3. DECIDUOUS TREE
4. SHRUBS
5. HYDROPONIC BLUE GRASS LAWN
6. LOW MOW GRASSES
7. LOW PROFILE PLANT
8. HARDSCAPES
9. DAYLIGHT PLANT
10. 4" HEDGE PLANT
EXHIBIT D

Grant A. Casleton, RLA
Director of Planning & Development
Oswegoland Park District
313 E. Washington St.
Oswego, IL 60543

Phone 630-554-4426
Fax: 630-554-1157

To clarify the changes to the revised plat and reiterate, the Oswegoland Park District has agreed to take ownership of a minimum 150 ft. corridor (lot ii) with a two rail split rail fence along the perimeter to delineate the park property from private property, and a 10ft. wide asphalt multi-use trail through the length of the property, all to be constructed by the developer. There can be no septic systems within this property (lot ii). All this also applies to lots K,ii and JJ that the Oswegoland Park District will be taking ownership of as well.

Lot M will go to the Kendall County Forest Preserve District with the same improvements by the developer.

A revised “Improvement and Dedication Agreement between the Park District and the Developer” will be done in the near future.

Grant A. Casleton, RLA
Director of Planning & Development
Oswegoland Park District
313 E. Washington St.
Oswego, IL 60543

Phone 630-554-4426
Fax: 630-554-1157
EXHIBIT E
Henneberry Woods is a master-planned, family-oriented community with hundreds of acres of open space. Tucked away in the beautiful countryside of Kendall County, this community is located 1.5 miles north of Route 126 on Grove Road.

For those who want to build memories, Henneberry Woods makes possible a priceless lifestyle at prices you can afford. A clubhouse, swimming pool and hiking/bike trails are planned. The Oswego-Yorkville area boasts of fine schools, shopping and year round recreational areas......with Mother Nature always nearby.

**Henneberry Woods offers a solid foundation in which your family can thrive and grow.**

Custom homes (including estate-sized lots) from the $500's. With many custom home builders to choose from, we invite you to visit Henneberry Woods today!
Henneberry Woods is planned to contain 357 single family homes in eight residential neighborhoods with lot sizes generally ranging from 30,000 to 64,000 square feet on 600 acres of rolling land.

This site has been carefully designed to enhance and preserve the natural beauty of the area which includes natural woodlands, meadows, wetland corridors, and over 80 feet of grade change.

At Henneberry Woods, we have sought to maintain a rural atmosphere in the general layout and design of this community including roads, country-style lighting, pathways rather than traditional sidewalks, landscape treatments and the homes themselves.

All homes in Henneberry Woods will back onto common open space areas and will be constructed with individual well and septic facilities.
Henneberry Woods

Site Plan

Preliminary Development Plan

*Artist rendering - plan may be subject to change

For more information, please call (630) 420-3000
or visit us at HenneberryWoods.com
Kendall County, Illinois

SITE DATA

<table>
<thead>
<tr>
<th>Description</th>
<th>Area</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Area</td>
<td>514.79 Ac.</td>
<td>100%</td>
</tr>
<tr>
<td>Existing Frontage</td>
<td>1.06 Ac.</td>
<td>0.20%</td>
</tr>
<tr>
<td>Proposed Frontage</td>
<td>0.49 Ac.</td>
<td>0.09%</td>
</tr>
<tr>
<td>Future ROW Easement</td>
<td>981.70 Ac.</td>
<td>0.19%</td>
</tr>
<tr>
<td>Zone - Existing A-1</td>
<td>Proposed - RPD-2</td>
<td></td>
</tr>
<tr>
<td>Developed Area</td>
<td>422.81 Ac.</td>
<td>0.11%</td>
</tr>
<tr>
<td>Open Space - Existing</td>
<td>289.36 Ac.</td>
<td>0.11%</td>
</tr>
<tr>
<td>Open Space - Proposed</td>
<td>47.52 Ac.</td>
<td>0.01%</td>
</tr>
<tr>
<td>Development - Proposed</td>
<td>93.84 Ac.</td>
<td>0.02%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>514.79 Ac.</td>
<td>100%</td>
</tr>
</tbody>
</table>

AUTOSYZER LAND USE AND ZONING

<table>
<thead>
<tr>
<th>Location</th>
<th>Adjacent Land Use</th>
<th>Adjacent Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>Agricultural</td>
<td>A-1</td>
</tr>
<tr>
<td>East</td>
<td>Agricultural</td>
<td>A-1</td>
</tr>
</tbody>
</table>

For more information, please call (630) 420-3000 or visit us at HenneberryWoods.com
Henneberry Woods will feature a centrally located aquatic center and clubhouse. The facility is planned to open in 2007 or 2008. The aquatic center is planned to have two swimming pools: a standard length lap/activity pool and a kiddie splash pool.

Over 240 acres of open space have been preserved for both active and passive recreational uses. That's 40% of open space! Major open space areas are connected to each other and to Oswego's regional north/south bike path system by an interconnected trail system.

Henneberry Woods has homes in Oswego School District 308 and Yorkville School District 115 - both well respected. The early phases of Henneberry Woods are all located within Oswego School District 308.

Henneberry Woods is located in unincorporated Kendall County. Most services (building permits, life safety, etc.) are provided through the county rather than through an individual municipality. Library services will be provided by the Oswego Public Library. The Oswegoland Park District will also service this community.

For more information, please call (630) 420-3000 or visit us at HenneberryWoods.com
ARE THERE ARCHITECTURAL REVIEW GUIDELINES IN PLACE FOR HENNEBERRY WOODS?

In order to create an attractive, harmonious residential development with continuing appeal, architectural controls have been established for this community. Prior to any construction, a buyer shall be required to obtain written architectural approval of their plans from the Architectural Review Committee. No building or structure may be constructed without prior written approval.

These architectural guidelines are included in Henneberry's Covenants which are available in their entirety under the “Community” drop-down menu located at the top of the Henenberry Woods web page. The covenants cover the following issues regarding the construction of your home:

- Square footage
- Sideyard Setbacks
- Design
- Landscape/Pools/Driveways
- Accessory Structures

WILL THERE BE A HOMEOWNER'S ASSOCIATION AT HENNEBERRY WOODS?

Henneberry Woods will turn over the common areas and clubhouse facilities to the Homeowner's Association when there are enough residents to support the HOA. Once the association has been turned over, the HOA will be responsible for collecting dues from its residents which will cover general maintenance and upkeep of the common areas. Maintenance of the land dedicated to the park district will not be an HOA responsibility.

CAN I (AS A FUTURE RESIDENT) BUY A LOT FROM THE DEVELOPER AND HIRE MY OWN BUILDER TO CONSTRUCT MY CUSTOM HOME?

At this point, lots in Henneberry Woods are only being sold directly to builders. Several premium custom home builders have been selected to participate in this development (select the “Homes” drop-down menu at the top of Henneberry Woods web page for a complete listing of participating builders).
Henneberry Woods is tucked away in the beautiful countryside of Kendall County. This exclusive community is located in Na-Au-Say Township 1.5 miles north of Route 126 on Grove Road (in the Oswego/Yorkville area).

*Artist rendering - provided for geographical reference only*
May 26, 2010

EXHIBIT G

Dan Kramer
1107A South Bridge Street
Yorkville IL 60560

RE: Henneberry

Dear Mr. Kramer:

The Kendall County Forest Preserve District agrees to take ownership of a trail corridor in Lot M of Henneberry Woods subject to the owner/developer installing an asphalt trail and split rail fencing as agreed upon by the parties. The Forest Preserve District concurs with the Oswegoland Park District that the owner/developer will construct the asphalt trail from the north-south open space corridor that is being dedicated to the OPD, west to the property that is being purchased by the Forest Preserve District.

Please let me know if you require any additional information.

Sincerely,

Jason Pettit
Director

CC: Angela Zubko, PBZ