

RESOLUTION R-20-17

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT (RESIDENTIAL DEVELOPMENT) BETWEEN THE CITY OF WHEATON AND PULTE HOME CORPORATION FOR PROPERTY COMMONLY KNOWN AS THE "LORETTA CLUB"

WHEREAS, the City of Wheaton has adopted a Resolution approving a Preliminary Plat of Subdivision for the Loretto Club; and

WHEREAS, the City of Wheaton and Pulte Home Corporation have negotiated a development agreement (hereinafter "Development Agreement") pertaining to the development of the Loretto Club; and

WHEREAS, the City of Wheaton and Pulte Home Corporation have elected to subject the Loretto Club to the terms and conditions of the Development Agreement approved by this Resolution and incorporated herein as Group Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule authority as follows:

SECTION 1: The foregoing recitals are incorporated into this Resolution as substantive terms and conditions and representing the intent of the City.

SECTION 2: That the Development Agreement for the Loretto Club attached hereto and incorporated herein as Group Exhibit A is hereby approved.

SECTION 3: That the Mayor is hereby authorized to sign and the City Clerk is hereby directed to attest to the Development Agreement.

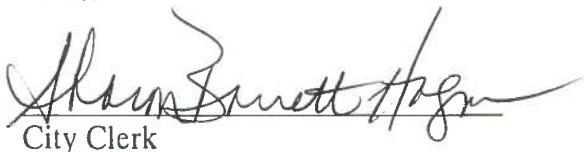
SECTION 4: That City Staff is authorized and directed to undertake any and all acts necessary and reasonable to enforce and comply with the terms and conditions of the Development Agreement.

ADOPTED this 3rd day of April, 2017.



Michael J. Breen
Mayor

Attest:



Mary Bennett Hagan
City Clerk

Roll Call Vote:

Ayes: Councilman Suess
 Councilwoman Fitch
 Councilman Prendiville
 Councilman Rutledge
 Mayor Gresk
 Councilman Saline
 Councilman Scalzo

Nays: None
Absent: None

Motion Carried Unanimously

**Prepared by and Mail to
City of Wheaton
303 West Wesley Street
Wheaton, IL 60187**

**DEVELOPMENT AGREEMENT
(RESIDENTIAL DEVELOPMENT)**

**DEVELOPMENT AGREEMENT
(RESIDENTIAL DEVELOPMENT)**

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 4th day of April 2017, by and between the **City of Wheaton**, an Illinois Municipal Corporation, having its office at 303 West Wesley Street, Wheaton, Illinois (hereinafter referred to as "City") and Pulte Home Corporation, LLC, a Michigan limited liability company, having an office at 1900 E. Golf Road, Suite 300, Schaumburg, Illinois 60173 (hereinafter referred to as "Developer"); (Developer and City may collectively be referred to as the "Parties").

PREAMBLES

A. Developer is the contract purchaser of the real estate described as follows, (hereinafter referred to as "Property"):

LEGAL DESCRIPTION

LOT 85 IN MARYWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE SUBIVISION PLAT THEREOF RECORDED APRIL 7, 1992 AS DOCUMENT R92-63725 AND CERTIFICATE OF CORRECTION RECORDED MAY 1, 1992 AS DOCUMENT R92-81626, IN DU PAGE COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 05-29-201-025-0000

B. The Property is zoned I-1 (Institutional) in the City of Wheaton which zoning designation permits single family homes by right.

C. Developer is a multi-brand homebuilding company capable of serving homeowners during all phases of life through three distinct brands.

D. Developer has submitted a preliminary plat of subdivision for the Loretto Club Subdivision prepared by Cemcon Ltd., dated October 17, 2016, last revised February 28, 2017 (hereinafter referred to as “Subdivision Plat”) which Subdivision Plat has been approved by the Corporate Authorities of the City by Resolution Number R-19-17 on April 3, 2017 (“Subdivision Plat”) and is attached hereto as Exhibit A.

E. Developer has submitted a landscape plan for the Loretto Club Subdivision prepared by Signature Design Group, dated December 14, 2016 (hereinafter referred to as “Landscape Plan”) which Landscape Plan has been approved by the Corporate Authorities of the City, attached hereto as Exhibit B.

F. Developer has submitted building elevations and floor plans for the Loretto Club (the floor plans and elevations are collectively referred to as “Elevations”) which Elevations have been approved by the Corporate Authorities of the City, attached hereto as Exhibit C.

G. Exhibits A, B and C are referred to herein collectively as “Development Plans.”

H. In 2010 the United States Census Bureau determined that approximately twenty-seven percent (27%) of the City of Wheaton’s population is age fifty-five (55) or older which increased to approximately thirty percent (30%) by 2014.

I. The design of the homes will have first floor master bedroom plans appealing to the population identified in Paragraph H of this Agreement.

J. The homes will be desirable to buyers through the incorporation of attractive elevations, quality building materials and an industry leading home warranty program.

K. The City of Wheaton's housing stock, especially in the area surrounding the Property, is predominantly two-story single-family detached homes with bedrooms on the second floor.

L. It is important to the public health, comfort, safety, convenience, and general welfare to develop a variety of housing types to accommodate the needs of our aging population and provide for a diverse housing stock. Providing a range of housing choices allows existing residents to remain in the community after they no longer wish to maintain and/or occupy a traditional two-story single-family home.

M. Loretto Club addresses Wheaton's Comprehensive Plan Residential Land Use Policies – “to protect and foster the healthy, safe, attractive, quiet and convenient residential neighborhoods which maintain stable property values and a variety of residential housing types” – by providing homes that offer low maintenance living through common property maintenance of common and outdoor private property areas, an upscale living environment with modern amenities/floor plans, and the ability to age in place with master bedrooms located on the first floor.

N. In addition to providing an important new housing opportunity, the Loretto Club is in harmony with the surrounding land uses.

O. Developer and City anticipate the traffic impact to be significantly less than what is generated by a traditional “master-up” single-family detached community as well as past Loretto Center activities.

P. The Parties desire to enter into a binding development agreement governing the development of the Property in the City's I-1 zoning district to provide for the development of the Property as depicted on the “Development Plans.”

Q. The Parties desire that the Property be developed within the City on the terms and conditions hereinafter set forth.

R. The City Council has approved the Development Plans.

S. The Property shall be developed pursuant to the terms and conditions of this Agreement and in general compliance with the Development Plans and City Ordinances.

T. The City, after due and careful consideration, has concluded that the development of the Property within the City on the terms and conditions herein set forth would further the City's growth, increase the taxable value of the Property within the City, and otherwise enhance, promote, and serve the best interests and general welfare of the City and its residents.

NOW, THEREFORE, in consideration of the foregoing preambles and in consideration of the mutual covenants, agreements and conditions hereinafter contained, the City's acceptance of new dedicated public right of way, the consideration recited in Section 4.1 of this Agreement, and the benefits anticipated to inure to each of them, the Parties hereby agree as follows:

1. PREAMBLES/EXECUTION OF THIS AGREEMENT/ACQUISITION OF PROPERTY.

1.1 PREAMBLES. The foregoing preambles are material to this Agreement and are incorporated herein, as if restated in their entirety in this Section 1.1. as substantive provisions and representing the intent of the Parties.

1.2 EXECUTION OF THIS AGREEMENT. The Developer shall deliver to the City four (4) executed copies of this Agreement within five (5) business days after

it is approved by the City Council. The City shall execute this Agreement in accordance with the approving resolution adopted by the Mayor and City Council.

2. ZONING & DENSITY.

2.1 ZONING AND APPROVALS. The Property is zoned I-1 (“Institutional”) which permits single family homes by right.

2.2 CONDITIONS. The City has approved the Development Plans subject to the following conditions:

The Developer shall construct the Loretto Club Development as a single-family detached community consisting of forty-eight (48) homes as depicted on the Development Plans. The Developer shall be permitted to modify the approved Elevations provided any new floor plans continue to offer a first-floor master bedroom and any new elevations shall be of a similar quality of the approved elevations.

2.3 USE AND DENSITY. The Property shall be developed for residential purposes only, consisting of not more than forty-eight single-family detached dwelling units.

2.4 FINAL SUBDIVISION PLAT. The City shall approve a final plat of subdivision as provided for in its Codes and Ordinances, and in substantial conformance with the attached preliminary Subdivision Plat which contains no more than forty-eight (48) lots suitable for the construction of single-family detached homes.

3. DEVELOPMENT STANDARDS.

3.1 ARCHITECTURAL STANDARDS. Developer agrees that only the approved Elevations (Exhibit C), attached hereto, and additional Elevations that comply with the requirements specified herein, shall be constructed in the Development. All

additional Elevations for which Developer requests approval shall be submitted to the City's Planning Director for approval consistent with this Agreement. Within fourteen (14) days of submittal of the proposed additional Elevations, the City's Planning Director shall either provide written approval of said elevations or written denial along with an explanation of the reason for denial.

4. IMPACT FEES, DONATIONS, AND OTHER FEES.

4.1 CITY FEES. Developer shall pay all City required fees as specified in City Code with the exception of the subdivision application fees for preliminary and final plat evaluation and approval which shall be waived as consideration for the Developer's development of the Property pursuant to the terms of this Agreement and not as a traditional two story, four bedroom, single-family subdivision.

4.2 RECORDED COVENANTS. Prior to final plat approval, a recordable declaration of covenants, conditions and easements, (hereinafter "Declarations") shall be submitted by the Developer for review by the City Attorney, which review shall not be unreasonably conditioned or delayed, so long as they are generally consistent with other previously approved Declarations protecting core public interests, such as consistency with this Agreement and storm water facilities maintenance. Contemporaneous with final plat of subdivision approval the Declarations shall be submitted for approval by the City's corporate authorities. The corporate authorities shall approve the proposed covenants so long as they are consistent with City Code and this Agreement. The Declarations shall be recorded by the City Clerk at the Developer's expense.

4.3 FURTHER RESTRICTIONS. The following further restrictions shall apply:

a) On street parking shall be regulated by a City ordinance adopted no later than final plat approval or earlier if deemed appropriate by the corporate authorities of the City. Prior to the issuance of the first occupancy permit for a model home, Developer shall erect and maintain an efficient barrier to preclude public access on all streets within the subdivision. The barrier shall be posted with a sign reading: "NO PUBLIC ACCESS." Upon issuance of the first occupancy permit for a model home, the Mayor and City Council shall review street parking issues and consider adoption of an ordinance regulating parking on Somerset Circle and Loretto Court.

b) Swing sets, jungle gyms, play houses, play forts, sandboxes, basketball apparatus, sports courts, treehouses, or similar recreational or play facilities or equipment are prohibited. This prohibition shall also be included in the Declarations.

c) The Declarations shall give the City the right, but not the duty, to require a homeowner's association to be created and maintained, and further require that homeowner's association honor, effectuate and maintain those duties and obligations established by the Declarations as they pertain to common elements of the subdivision or enforcement of this Agreement. They shall further provide that any legal action by the City to require compliance with this condition, or secure compliance through the appointment of a receiver, shall entitle the City to reimbursement of its costs, receiver fees and attorney's fees.

5. FINAL ENGINEERING PLANS AND FINAL PLAT.

5.1 FINAL PLAT. A Final Subdivision Plat shall be submitted to the City with Final Engineering Plans.

5.2 FINAL ENGINEERING. Final Engineering Plans compliant with Code shall be submitted to the City Engineer for review and permitting.

6. CITY ORDINANCES, CODES, RULES AND REGULATIONS.

6.1 COMPLIANCE. Developer shall be subject to and comply with all of the provisions of the City's Zoning Ordinance, the Subdivision Control Ordinance, Stormwater Control Ordinance, and all other applicable ordinances, codes, rules and regulations in effect from time to time including, without limitation, the payment of all fees, charges, expenses, and costs provided for therein, unless otherwise amended herein.

6.2 TRAFFIC STUDY. Developer has, at its own expense, secured a traffic study from an independent consultant satisfactory to the City with respect to those public streets in the area of the Property designated by the City and delivered a copy of the study to the City which is attached hereto as Exhibit D.

7. GENERAL PROVISIONS.

7.1 TIME OF ESSENCE/COOPERATION OF PARTIES. Time is of the essence of this Agreement and of each and every provision hereof. The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement. Specifically, but without limitation, in connection with Developer's performance of its obligations under this Agreement, the City agrees to execute such applications and documents as may be necessary to obtain approvals and authorizations from other governmental or administrative agencies and to cooperate otherwise to the extent necessary to assure Developer's performance of those obligations.

7.2 CONFLICT WITH ORDINANCES. If any pertinent existing resolutions or ordinances, or interpretations thereof, of the City are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to and shall supersede the terms of said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the Development.

7.3 TERM. This Agreement shall be binding upon and inure to the benefit of the Parties, the successors to the Owner, the successors to Developer, and any successor municipal authorities of the City and successor municipalities for a period of twenty (20) years commencing with the Effective Date of this Agreement and for whatever additional period of time agreed to by the Parties in writing.

7.4 ASSIGNABILITY. This Agreement shall run with the land and, as such, shall be binding upon subsequent owners and successors of the Property, or any portion thereof including the homeowner's association; provided, however, that Developer shall not assign its rights or delegate its duties hereunder and such rights shall not inure to subsequent owners of the Property, unless the City provides its prior written express consent of the proposed assignee of such rights which consent shall not be unreasonably withheld. The Parties agree that it shall be unreasonable for the City to withhold its consent if the proposed assignee is an affiliate or entity controlled by Developer or an unrelated experienced, reputable, qualified, and significant Developer of the type of residential community contemplated in this Agreement. If the Developer desires the City approve an assignment it shall make such request to the City in writing, which request shall identify the proposed assignee, and the Developer shall provide the City with all information reasonably requested by the City with respect to the proposed assignee's qualifications.

7.5 NOTICES. All notices or other writings 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 delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses or faxes to the Parties at the following facsimile numbers:

(A) If to City: City Manager
City of Wheaton
303 West Wesley Street
Wheaton, Illinois 60187

With a copy to: James H. Knippen II
Walsh, Knippen & Cetina
2150 Manchester Road, Suite 200
Wheaton, IL 60187
Fax: 630-462-1984

(B) If to Developer: Rob Getz, P.E.
Director of Land Acquisition
PulteGroup, Inc.
1900 E. Golf Road, Suite 300
Schaumburg, IL 60173

With a copy to: Vincent M. Rosanova
Rosanova & Whitaker, Ltd.
30 W. Jefferson Ave., Suite 200
Naperville, Illinois 60540
Fax: 630-352-3610

Any party may change its address or facsimile for the service of notice by giving written notice of such change to the other party, in the manner specified below. All notices shall be deemed effective as of the date of receipt in the case of personal delivery; two days after deposit in the U.S. mail or in the case of notice sent by certified or registered mail; and as of the date of transmission, if delivered by fax (provided the transmitting machine provides a record confirmation of the day and time of transmission).

7.6 SEVERABILITY. If any provision of this Agreement is held invalid, such provision shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

7.7 REMEDIES. Any party to this Agreement may, either in law or equity, by suit, action, mandamus, or other proceedings, enforce or compel performance of this Agreement. No action taken by any party hereto pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive or otherwise available to any party at law or in equity.

7.8 BREACH OF AGREEMENT. In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have thirty (30) days notice of said breach to correct the same prior to the non-breaching party's seeking any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

7.9 NO WAIVER. The failure of any of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, imposed upon any other party, shall not be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

7.10 CAPTIONS. Throughout this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Section numbers and caption headings are purely descriptive and shall be disregarded in construing this Agreement.

7.11 INTEGRATION/EXHIBITS. This Agreement constitutes the entire agreement and understanding of the Parties relative to the subject matter hereof superseding all prior agreements, understandings, and negotiations (all of which are expressly merged herein). All exhibits to this Agreement are incorporated herein as if fully set forth by this reference thereto.

7.12 EFFECTIVE DATE. The "Effective Date" of this Agreement shall be the date of its execution by the City.

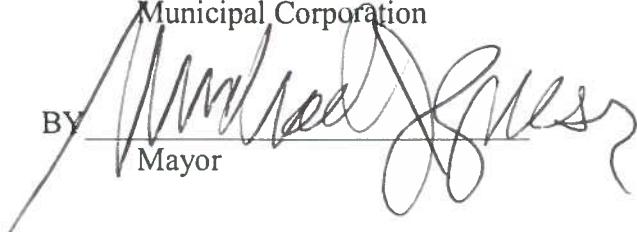
7.13 RECORDING. This Agreement shall be recorded against the Property by the City.

7.14 AUTHORITY. The parties represent that any and all acts necessary to approve and establish full legal efficacy of this Agreement have been done and the Developer represents that its signatory has full legal authority to execute this Agreement on its behalf.

7.15 JURISDICTION. Exclusive jurisdiction for any and all disputes, disagreements, actions or causes of action related to this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this
4th day of April, 2017.

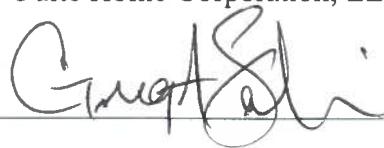
CITY OF WHEATON, an Illinois
Municipal Corporation

BY 
Mayor

ATTEST:


Shannen Dethorn
City Clerk

Developer: Pulte Home Corporation, LLC, a Michigan limited liability company

By: 

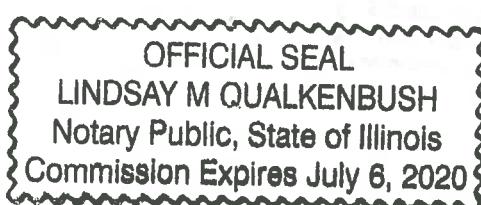
Its: DIVISION PRESIDENT

State of Illinois)
) SS
County of DuPage)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael J. Gesk, personally known to me to be the Mayor of the City of Wheaton, and Sharon Barrett-Hagen, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Corporate Authorities of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4 day of April, 2017.



Lindsay M Qualkenbush
Notary Public

State of Illinois)
) SS
County of Cook)

ACKNOWLEDGMENT

The undersigned Notary Public, in and for the County and State aforesaid, does hereby certify that Greg Salinas, personally known to me to be the Division President of Pulte Home Corporation, LLC, a Michigan limited liability company, acknowledged to me that he/she signed and delivered the foregoing instrument on behalf of Pulte Home Corporation, LLC, a Michigan limited liability company, as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of April, 2017.



Joanne M. Bowers
Notary Public

Notary Public State of Illinois
Commission Expires July 6, 2020

EXHIBIT LIST

EXHIBIT A – Subdivision Plat

EXHIBIT B – Landscape Plan

EXHIBIT C – Home Elevations and Floor Plans

EXHIBIT D – Traffic Study

EXHIBIT B

Preliminary Landscape Development Plans



LORETO CLUB

WHEATON, ILLINOIS

INDEX OF DRAWINGS

- L100 Overall Landscape Plan
- L101 Detail Enlargement
- L102 Prototypical House Landscape Plans
- L103 Native Planting Details
- L104 Native Planting Specifications
- L105 General Landscape Specifications
- L106 Construction Details

- TS.101 Existing Tree Survey
- TS.102 Tree Inventory Data
- TS.103 Tree Inventory Data



1900 E. Golf Road • Suite 300
Schaumburg, Illinois 60173
(847) 230.5331 voice

DEVELOPER:

CEMCOR Ltd.
2280 White Oak Circle
Aurora, Illinois 60502
(630) 862.2100 voice

Project Manager: Chris Margart, P.E.

ENGINEER:

CEMCOR Ltd.
2280 White Oak Circle
Aurora, Illinois 60502
(630) 862.2100 voice

Project Manager: Chris Margart, P.E.

LANDSCAPE ARCHITECT:

Signature Design Group, Inc.
132 N. Washington Street
Naperville, Illinois 60540
(630) 305.3980 Fax: (630) 305.3994
Project Manager: Greg G. Segen, RLA

LOCATION MAP



Sheet 101 (cont.)

3200 NIEUWENHUIZEN

Entrance Sign Detail

scale: 1" = 100"

Preliminary Detail Enlargement Areas

Sitting Area Detail

W/ Memorial Plaque

14 December 2016
drawn by:
checked by:
project ref.:
sheet no.:
1 101
280306

105

**SIGNATURE
DESIGN GROUP**

Land Planning
Landscape Architecture
Environmental Site Design
www.schulte.com 800.333.1111

LORETO
CLUB

Whastaa Minzin

111

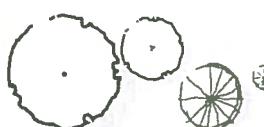
Dulce

original issue date: 04/07/2014

28030
Project 101

PLANT MATERIAL LEGEND:

Page 102 (cont'd)



Sheets L102 Only

Sheets L102 Only



SIGNATURE
DESIGN GROUP

Land Planning
Landscape Architecture
Environmental Site Design
One Park Street, Suite 200, Woburn, MA 01888 • Tel: 781/929-1000 • Fax: 781/929-1001

LORETTO
CLUB

Wheaton Illinois

CONSTRUCTION NOTES:

Note: Adjacent common area trees, evergreens and ornamentals are not shown on the exhibit. See Common area landscape plans for additional plantings.

Notes: Typical Photo Pruning Plans show the general layout, plant material selections and design intent. Final Plans will be submitted as required for unit, main, front and side-yard setback requirements, and adjacent plantings.

Typical Home Landscape Plans

4

ପାତ୍ରାଳୀ

REVIEW ARTICLE

original issue date: 14 December 2016
due date: 14 December 2016
checked by: _____
project no.: 28030
checked out: _____
date issued: _____

105

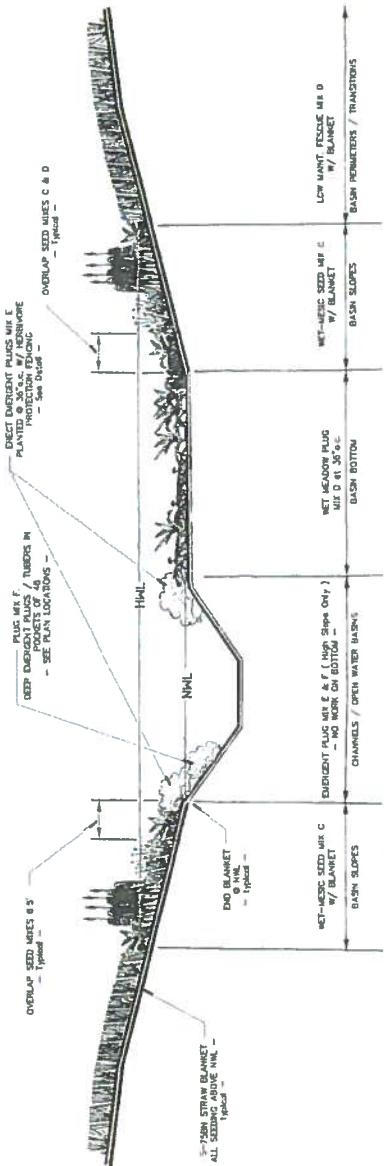


SIGNATURE
DESIGN GROUP

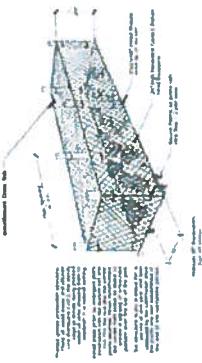
Land Planning
Landscape Architecture
Environmental Site Design

LORETO CLUB

Wheaton, Illinois



TYPICAL NATIVE BASIN SECTION



HERBIVORE PROTECTION FENCING DETAIL **N.T.S.**



NATIVE AREA SIGN DETAIL



Native Planting Details

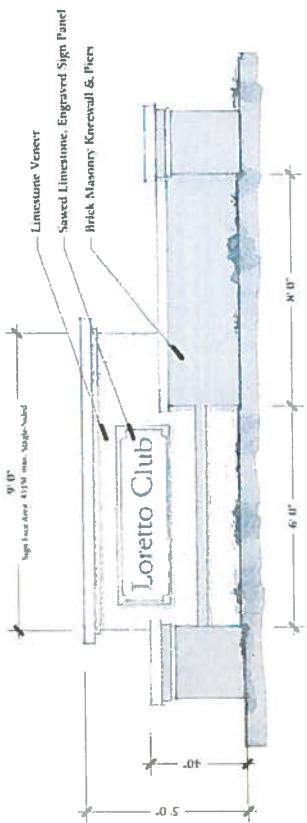
Original issue date: 14 December 2016

Project no. 28030
Sheet no.

3

**LORETO
CLUB**

Wheaton, Illinois



Monument Sign - Front Elevation

A

N.T.S.

**Preliminary
Construction
Details - Signage**



original drawing date: 14 December 2016
checked by: _____
print date: 26/03/0
sheet no.: _____

Monument Sign - Plan View

B

N.T.S.

L.106



SIGNATURE
DESIGN GROUP

Land Planning
Landscape Architecture
Environmental Site Design
1000 N. 100 E. • Suite 100 • Salt Lake City, UT 84111 • 800.322.3222 • 801.467.1100

LORETO
CLUB

Wheaton, Illinois

Existing Tree Survey

Pulte

Original issue date: 14 December 2016

TC 101

EGGID

卷之三

- Existing Tree to be Preserved
- Existing Tree to Be Removed
- Tree Preservation Fencing

PREEVY DATE.

Inventory and trading completed by Signature
Group on October 13 and 14, 2018. Location
prepared by CEMCON, Ltd.

卷之三

卷之三

INVENTORY DATA:

SIGNATURE
DESIGN GROUP

LORETTO
CLUB

Existing Tree Inventory



TS.102

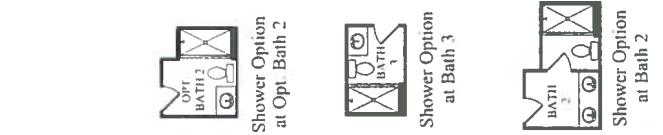
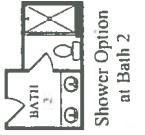
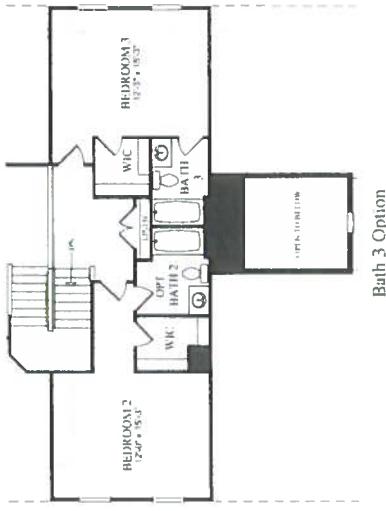
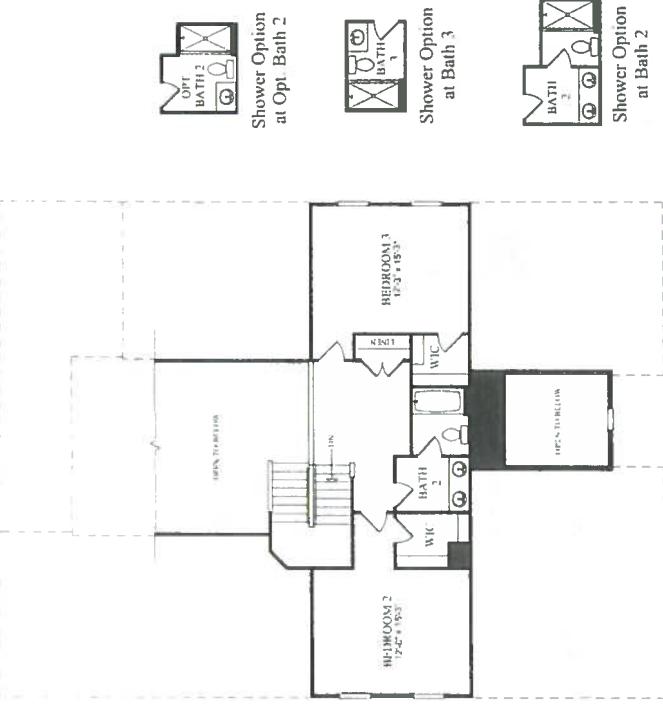
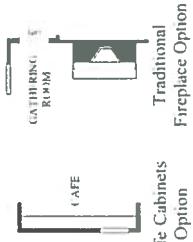
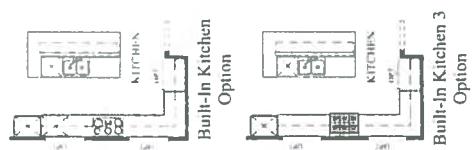
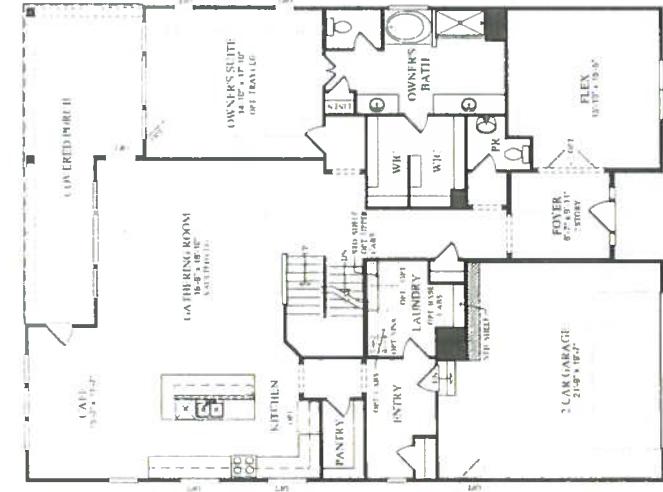
EXHIBIT C





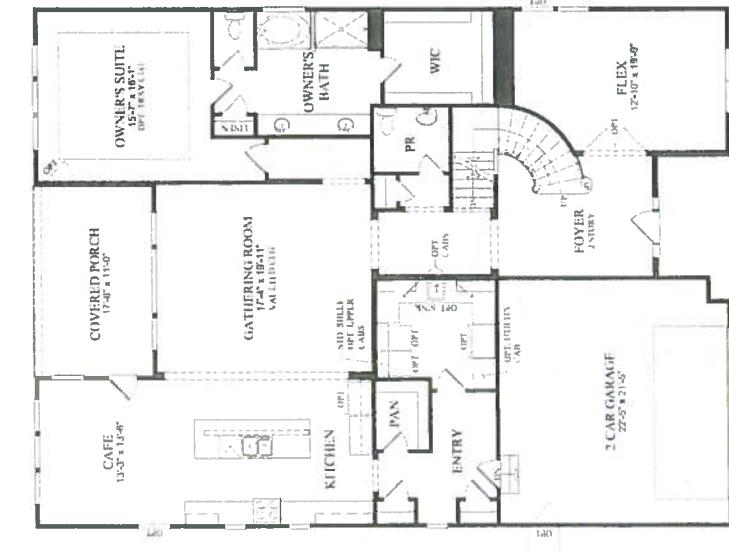


STRASBOURG
First Floor



Second Floor

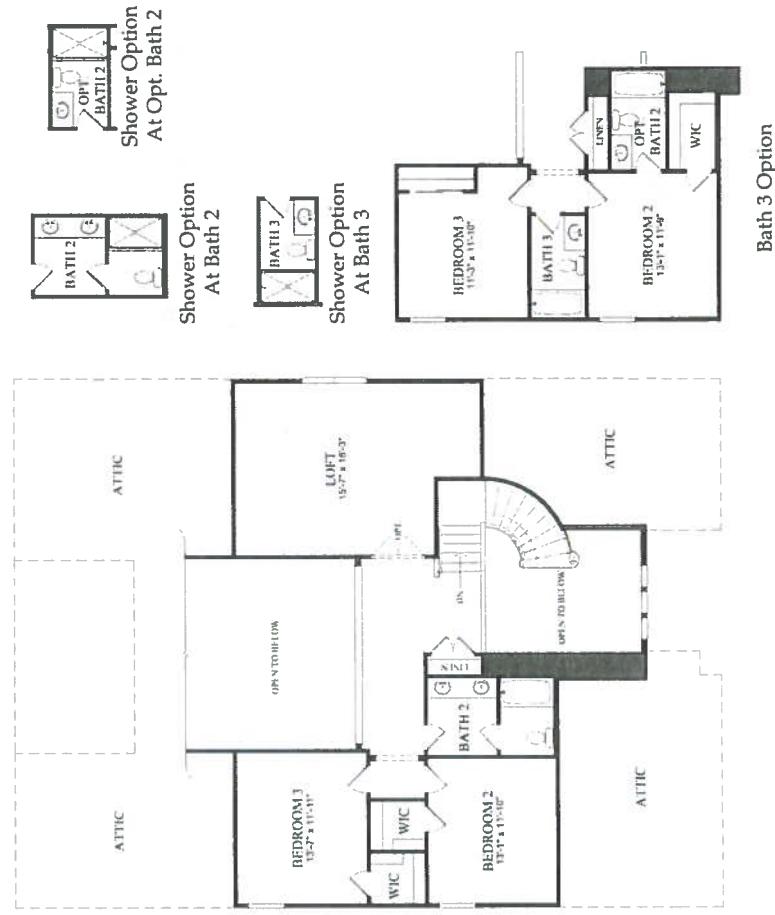
BOURGES
First Floor



Owner's Bath 6
Option

**Bedroom 6 / Bath 6
Option**

Second Floor



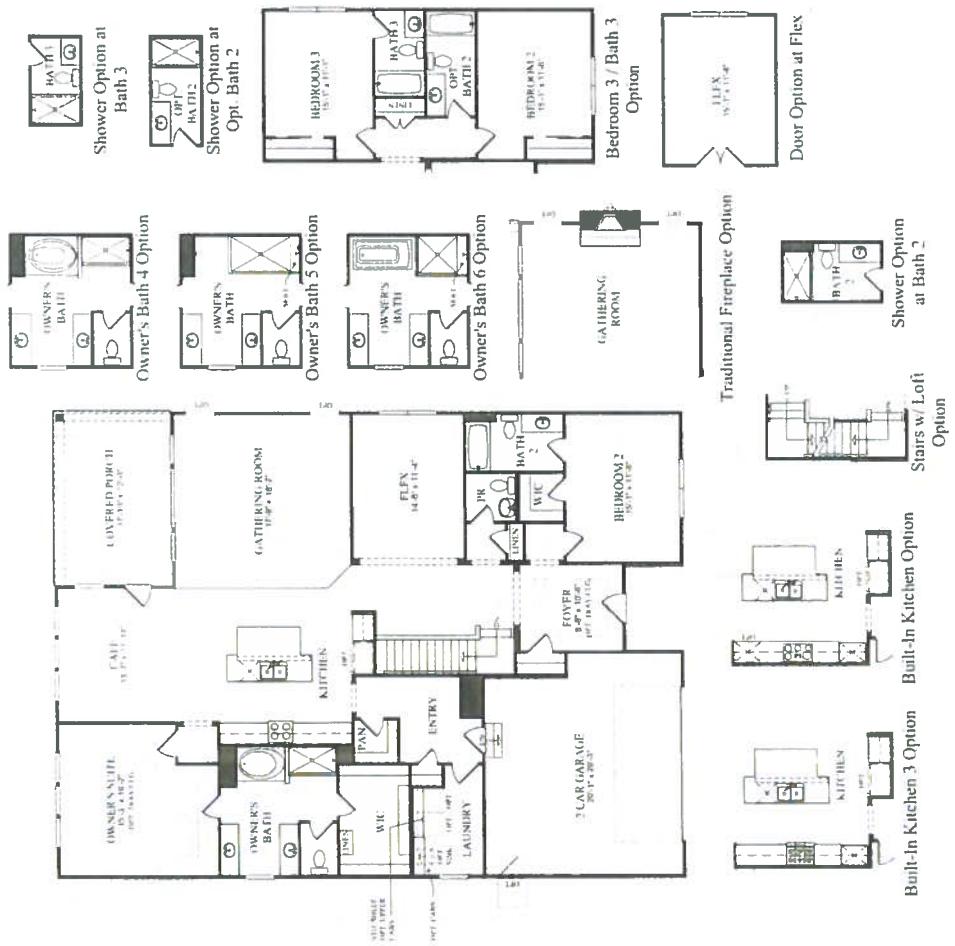
A diagram of a shower unit. The unit has a glass door on the left and a main shower area on the right. A bracket on the right side indicates an optional feature: 'OPT. BATH 2'.

Shower Option At Bath 2

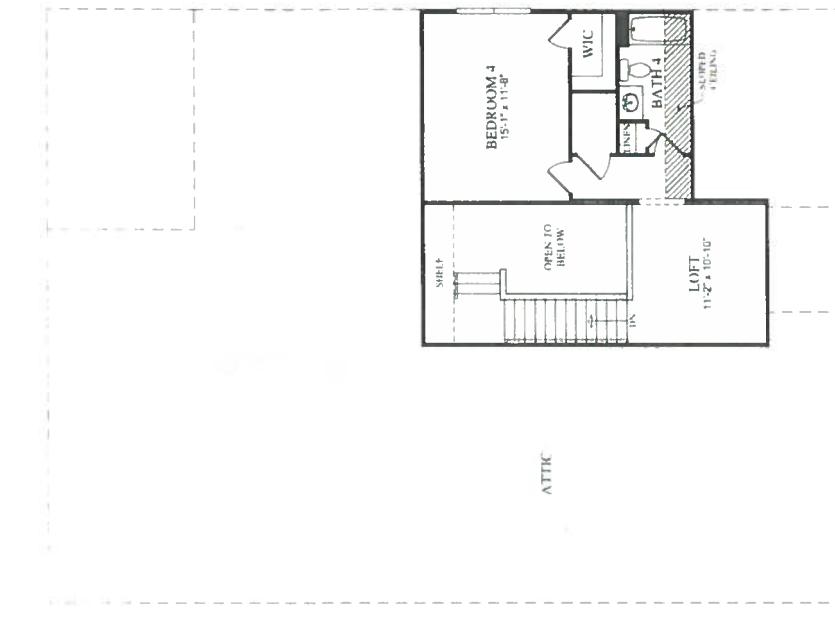
**Shower Option
At Bath 3**

Bath 3 Option

BELFORT
First floor



Left Option





9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018
p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO: Rob Getz
Pulte Group, Inc.

FROM: Nicholas J. Butler
Consultant

Luay R. Aboona, PE
Principal

DATE: December 12, 2016

SUBJECT: Trip Generation Statement
Proposed Residential Development
Wheaton, Illinois

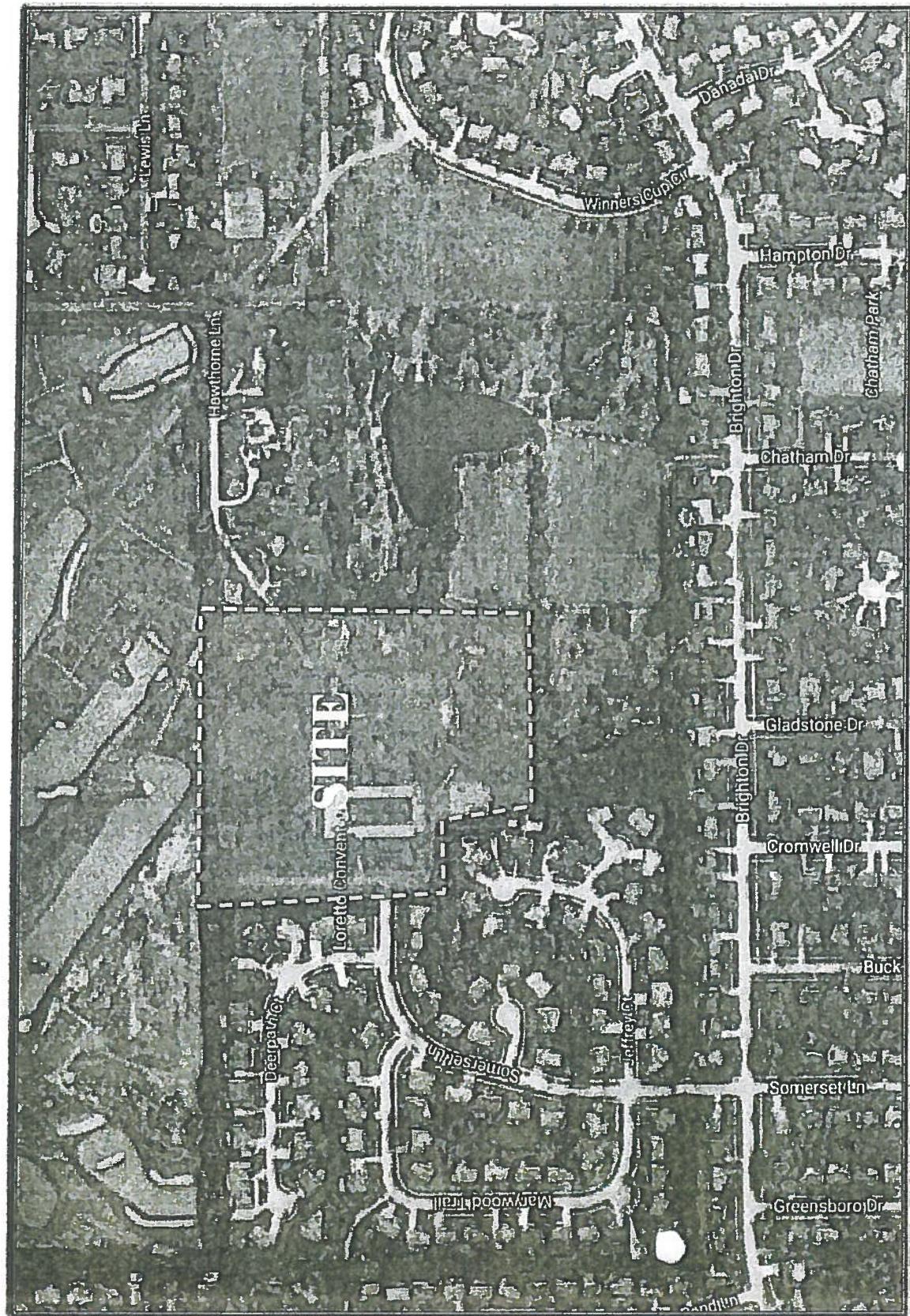
This memorandum summarizes a trip generation evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Loretto Club residential subdivision in Wheaton, Illinois. The 15-acre site, which currently houses the Loretto Convent, is located at the eastern terminus of Somerset Lane. Pursuant to the Annexation Agreement between the City of Wheaton and the Institute of the Blessed Virgin Mary, Somerset Lane is designated as the means of access to the Loretto property as well as any future residential development. The site is bounded by Seven Gables Park to the east, Chicago Golf Course to the north, and single-family homes to the west and south. **Figure 1** shows an aerial view of the site.

Loretto Convent

Based on information provided by the Loretto Sisters, Loretto Convent's operation at the time the Annexation Agreement was entered into and when the adjacent Marywood development was built in the early 1990s was:

- 25 sisters who lived on campus with half of them owning a car.
- 19 employees who drove to the site on a daily basis.
- A preschool with 45 families
- Conferences with a yearly attendance of approximately 4,000
- Daily mass with 30 attendees
- Sunday mass with 100 attendees
- Truck deliveries for food, supplies, garbage, maintenance, etc.

Based on the above, **Table 1** was prepared summarizing the estimated weekday peak hour and daily trips that Loretto Convent generated.



Aerial View of Site Location

Figure 1

Table 1
TRIP GENERATION SURVEY – LORETTO CONVENT

Type	Density	Weekday Morning		Weekday Evening		Daily Two-Way Trips
		In	Out	In	Out	
Residents	25	5	5	5	5	25
Employees	19	19	-	-	19	38
Preschool families	45	45	45	45	45	180
Conferences	20	20	-	-	20	40
Daily Mass	30	15	15	-	-	30
Deliveries	-	-	-	-	-	5
Total:	104	65	50	89	318	

According to the Annexation Agreement, the City and the Loretto Sisters estimated a daily trip average of 300-350.

Proposed Development Plan

The plans for the proposed residential subdivision call for the development of 48 age-targeted ranch and ranch with loft homes. Access will be provided, as it was to the Loretto Convent, via a connection to Somerset Drive. A copy of the site plan is included in the Appendix.

Development Traffic Generation

The traffic to be generated by the proposed residential development was estimated using trip data published by the Institute of Transportation Engineers (ITE) in its *Trip Generation Manual*, 9th Edition. The trip rates were applied for the weekday morning and evening peak hours and on a daily basis for the development of 48 age-targeted ranch homes.

Since the ITE *Trip Generation Manual* does not have land-use codes for age-targeted housing like the proposed development, Land-Use Code number 251 for Senior Adult Housing – Detached was utilized for estimating the trips. This land use consists of age-restricted housing and adult communities that have residents that are typically active and may or may not be retired, similar to the proposed development. While it is anticipated that a few of the homes may be occupied by families, the vast majority of residents will be empty-nesters, making the age-restricted designation appropriate. The results are summarized in Table 2.

Trip Generation Comparison vs. Loretto Convent

The estimated traffic that will be generated by the proposed residential development was compared with the trips generated by the Loretto Convent as shown in Table 1. Table 3 compares the estimated trips between the two uses. As can be seen from Table 3, the proposed development will generate a significantly lower volume of traffic during the peak hours as well as on a daily basis when compared with the Loretto Convent. The proposed Loretto Club will therefore have a much lower traffic impact than the previous use on site.

Trip Generation Comparison vs. Traditional Single-Family Homes

The estimated traffic that will be generated by the proposed age-targeted development was compared with a traditional single-family subdivision that could be developed on the site similar to the adjacent Marywood neighborhood. The estimated trips for the traditional single-family homes were based on ITE Land-Use Code number 210. Table 4 compares the estimated trips for the two types of housing.

Table 2
TRIP GENERATION SUMMARY – PROPOSED DEVELOPMENT

Land-Use Type	Density (Units)	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two- Way Traffic
		In	Out	Total	In	Out	Total	
Age-Targeted Homes (LUC 251)	48	4	7	11	8	5	13	176
LUC – ITE Land Use Code								

Table 3
TRIP GENERATION COMPARISON
PROPOSED DEVELOPMENT VS. LORETTA CONVENT

Land-Use Type	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Trips
	In	Out	Total	In	Out	Total	
Age-Targeted Homes (LUC 251)	4	7	11	8	5	13	176
Loretto Convent	104	65	169	50	89	139	318
Difference	-107	-58	-158	-42	-84	-126	-142
LUC – ITE Land Use Code							

Table 4
TRIP GENERATION COMPARISON (PER DWELLING UNIT)

Land-Use Type	Density (Units)	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two- Way Trips
		In	Out	Total	In	Out	Total	
Age-Targeted Homes (LUC 251)	48	4	7	11	8	5	13	176
Single-Family Detached (LUC 210)	48	9	27	36	30	18	48	456
Difference		-5	-20	-25	-22	-13	-35	-280
LUC – ITE Land Use Code								

As can be seen from Table 4, the proposed development with age-targeted housing will generate a low volume of traffic during the peak hours (approximately one trip every five minutes) and on a daily basis. When compared to a subdivision with 48 single-family traditional homes, the proposed development will generate 25 fewer trips during the morning peak hour, 35 fewer trips during the evening peak hour, and 280 fewer trips on a daily basis. This translates into approximately 70 percent fewer trips during the peak hours and 60 percent fewer trips on a daily basis.

To further demonstrate the lower trip generation characteristics of the proposed development, trip rates per person published by ITE for traditional single-family homes were applied to both development scenarios. Since the proposed development will consist of ranch homes targeted for empty-nesters and older adults without school-age children, it will have a low average number of two people per unit. The average number of people per household for the traditional single-family homes was assumed to be 2.96 people based on census tract information obtained for the adjacent neighborhood. Table 5 compares the trips generated utilizing the ITE trip rates for traditional single-family homes based on number of people for both development scenarios. As can be seen, even under this conservative approach, the proposed development will generate less traffic during the peak hours and on a daily basis.

Conclusion

The above results confirm that the trip generation characteristics of the proposed age-targeted development will differ significantly from both the Loretto Convent as well as from a traditional single-family subdivision. This is primarily due to the future residents being mostly empty nesters and/or retired without school-age children. As a result, the number of trips generated will be considerably less than both the Loretto Convent and a traditional single-family home subdivision and, as such, will have a lower traffic impact on area roadways.

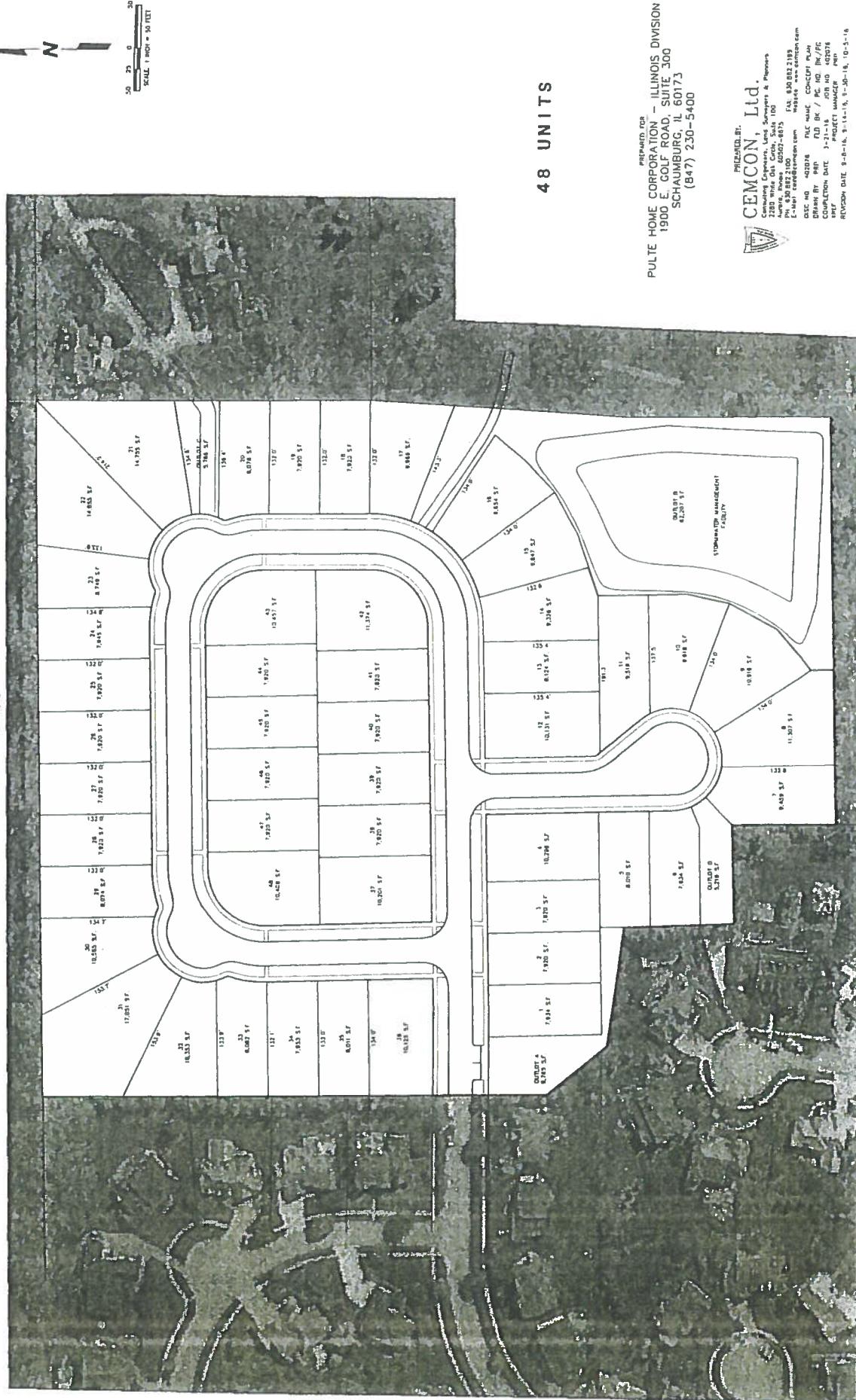
Table 5
TRIP GENERATION COMPARISON (PER PERSON)

Land-Use Type	Number of People	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two- Way Traffic
		In	Out	Total	In	Out	Total	
Age-Targeted Homes (LUC 210)	96 ¹	6	14	20	18	9	27	245
Single-Family Detached (LUC 210)	142 ²	9	21	30	26	14	40	362
Difference		-3	-7	-10	-8	-5	-13	-117
LUC – ITE Land Use Code 1 – 48 units x 2 people per household 2 – 48 units x 2.96 people per unit								

Appendix

CONCEPT PLAN
FOR
LORETTO PARCEL

11



48 UNITS

PULTE HOME CORPORATION - ILLINOIS DIVISION
1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL 60173
(847) 230-5400

CEMCON, Ltd.
Contract Engineers, Land Surveyors & Project Managers
2700 m² office, 10000 m² workshop, 10000 m² storage
10000 m² site, 10000 m² plant, 10000 m² plant

PLATE NUMBER: 020207-18727
EXPIRATION DATE: 02/2018
FAX: 840-882-2189
E-mail: comptech@comptech.com

