

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
NOVEMBER 11, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Subdivision Improvement Agreement for Nelson Meadow	✓ Resolution Ordinance Motion Discussion Only	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared adopting a Subdivision Improvement Agreement (SIA) between the Village of Downers Grove and Downers Grove TPM Real Estate, LLC. The new agreement will replace the expired SIA approved in 2006 and will reflect the new developer and minor site modifications.

STRATEGIC PLAN ALIGNMENT

The Goals 2011-2018 identified *Top Quality Infrastructure* and *Exceptional Municipal Services*.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the November 18, 2014 active agenda.

BACKGROUND

Nelson Meadow subdivision is located on the east side of Brookbank Road, north of Jefferson Avenue and west of Carpenter Street. The subject property is approximately 4.8 acres and zoned R-3, Residential Detached House 3.

The Nelson Meadow subdivision was approved in February 2006 along with a SIA. The approval subdivided the property into 11 lots and required the construction of public improvements such as stormwater detention facilities, streets, sidewalks, etc. The subdivision was recorded with DuPage County and the 11 lots were created. The developer did not move forward with the construction of public improvements or homes.

In late 2010, the Village Council approved an addendum to the 2006 SIA that would have allowed the developer to construct the subdivision in two phases. The amended SIA was never executed by the developer.

In 2013, a new developer (Downers Grove TPM Real Estate, LLC) purchased the subdivision. Since the previous SIA has expired, the developer is required to enter into a new SIA.

The developer held a neighborhood meeting on October 30, 2014. A summary of the meeting is attached.

Because the subdivision was previously approved and recorded and the developer is not proposing any changes to the subdivision plat, the Village Council is considering only the SIA.

What is an SIA?

A Subdivision Improvement Agreement is a contractual agreement between the Village and the developer that specifies how and when the developer will develop the subdivision in accordance with the Subdivision Control Ordinance regulations. The SIA creates a contractual agreement between the Village and developer that provides the Village additional protection and enforcement mechanisms that the Village may choose to use if the developer fails to comply with the Subdivision Control Ordinance and the terms and conditions of the agreement.

Changes to the SIA

The majority of the 2006 SIA language has been carried forward into the 2014 SIA. The following items have been modified in the 2014 SIA:

- Added section headings for ease of reading (Section 17)
- Clarified the tree preservation and protection requirements as the new developer has already taken steps to demonstrate compliance with the Village Forester's requirements to protect and preserve the existing black walnut trees along the south side of the subdivision that were included in the 2006 SIA.
- Clarified that building permits for individual houses may not be issued until all public improvements, except for sidewalks, parkway trees and final pavement lift, are completed as determined by the Village Engineer.
- Updated the installation schedule for public improvements.
- Clarified that the sidewalks shall be installed by the developer or by the Village at the developer's sole expense based on the determination of the Village Engineer.
- Identified the creation of a dormant Special Service Area (SSA) for maintenance of the detention basin and stormwater system

Changes to the Public and Private Improvements

The developer is proposing some changes to the public and private improvements for the subdivision. These changes are reflected in the engineering plans and are summarized below:

- The size and storage capacity of the stormwater detention basin located on Lot 8 has been expanded to comply with the current Stormwater and Flood Plain Ordinance regulations that were amended in 2012.
- The stormwater detention basin has been modified from a dry-bottom basin to a naturalized basin
- The house originally planned to be constructed on Lot 8 has been eliminated. Lot 8 will be used only for stormwater management purposes and will be owned and maintained by a homeowners association.
- The retaining wall on the south side of the stormwater detention basin has shifted north to reduce the potential negative impact on and to allow for additional protection of the black walnut trees along the south property line. The trees will be preserved.
- The water main has been relocated to the north side of the site, which will reduce the potential negative impact on and provide additional protection for the existing black walnut trees along the south property line. Additional easements have been granted to the Village adjacent to the relocated water main.
- The proposed sidewalk along the south side of the stormwater detention basin near the black walnut trees at the southeast corner of the site has been removed due to the increased size of the detention facility and in an effort to protect the existing black walnut trees along the south property line.

Tree Protection and Installation

- The tree language in the 2014 SIA is consistent with the original 2006 SIA
- The Village has levied fees for the removal of existing parkway trees and established the number of required parkway trees in a manner consistent with Village Ordinances.
- The Village Forester has determined that the trees within the Brookbank Road right-of-way are in poor condition and are of no monetary value
- The developer is required to pay a fee, as determined by the Village Forester, for the removal of two existing parkway trees in the Carpenter Street right-of-way
- The Village Forester has determined that 34 parkway trees are required to be planted. The developer will provide a fee-in-lieu to the Village so that the Village can plant the parkway trees. The Village Forester has determined that the trees should be distributed in the following manner:
 - 7 on west side of Carpenter Street
 - 7 on both sides of Nelson Court
 - 7 on north side of Jefferson Street
 - 7 on east side of Brookbank Road
 - 6 on west side of Brookbank Road

Construction Entrance

- The construction entrance will be located on Carpenter Street as proposed in 2006 and as shown in the 2014 SIA exhibits.
- The construction entrance on Carpenter Street will be used for earthwork, stormwater and underground utility improvements.
- Other construction entrances will be needed and permitted at additional locations when connections to existing infrastructure are being made.
- Construction access for new house construction will be determined at the time of permit issuance for each individual building permit.

Construction Fencing

- A chain link fence will be installed around the perimeter of the site during the construction and installation of the public improvements.
- The location of the fence will be determined at the time of the issuance of a site development permit.
- The construction fence will not allow pedestrian access through the site while the public improvements are being constructed.
- Sections of the construction fence will have to be moved from time to time to allow for the connection of new public improvements to existing public improvements.
- Upon completion of the public improvements, the perimeter construction fencing will be removed.
- Construction fencing will be required to be placed around individual lots when new houses are constructed.

Posting of Securities to Guarantee the Completion of New Public Improvements

- The developer shall post a letter of credit in the amount of 120% of the engineer's opinion of probable cost of the new public improvements.
- In the event that the developer fails to construct the new public improvements according to the terms and conditions of the SIA and the Subdivision Control Ordinance, the Village may draw on the letter of credit and use the proceeds to complete the improvements.

Posting of Securities for Damage to Existing Public Improvements

- The Village will require the developer to post a bond to ensure any costs related to the damage of the existing road network and other existing public improvements can be recouped. The bond must be posted prior to the issuance of a site development permit.
- The Village truck weight limits will be enforced.
- The SIA allows the Village to take legal action against the developer if requirements are not met or there is damage to the existing road network

ATTACHMENTS

Resolution

Subdivision Improvement Agreement

Aerial Map

Neighborhood Meeting Summary

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND
DOWNERS GROVE TPM REAL ESTATE, LLC
(NELSON MEADOW SUBDIVISION)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Subdivision Improvement Agreement (the “Agreement”), between the Village of Downers Grove (“Village”) and Downers Grove TPM Real Estate, LLC (“Developer”) for improvements to the Nelson Meadow Subdivision, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

THE ABOVE SPACE FOR RECORDER'S USE

**VILLAGE OF DOWNERS GROVE
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of November, 2014, by and between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation ("Village") and Downers Grove TPM Real Estate, LLC. ("Developer").

WITNESSETH

WHEREAS, the Village is a body politic and corporate, duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village may exercise any power and perform any function pertaining to its government by virtue of 65 ILCS 5/1-1 *et seq.*; and

WHEREAS, the Village is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution and pursuant to said section, may exercise any power and perform any function pertaining to its government and affairs for the protection of the health, safety, morals and welfare; and

WHEREAS, the Developer is the fee simple title owner of the approximately 4.8 acres of real estate located at the northeast corner of Brookbank Road and Jefferson Avenue and legally described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"); and

WHEREAS, Downers Grove TPM Real Estate, LLC is the Developer of the project who shall be responsible for installing all of the project improvements; and

WHEREAS, the Developer desires to develop the previously subdivided Property per the recorded Final Plat of Subdivision with exceptions designated as the Nelson Meadow Subdivision (the "Subdivision"); said Plat of Subdivision is on file in the Office of the Village Clerk and is incorporated into this Subdivision Improvement Agreement (hereinafter "Agreement") by this reference, as though fully set forth; and

WHEREAS, the Village has approved the Final Plat of Subdivision and is entering into this Agreement with the new Owner and Developer in order to ensure the completion of certain Project Improvements and compliance with certain other conditions and obligations, as defined herein, in accordance with the Municipal Code of the Village ("Village Codes"), as a condition to the issuance of Building and Occupancy Permits for any building to be constructed on the Property; and

WHEREAS, the definitions found in the Village Codes shall apply to the terms used in this Agreement.

NOW, THEREFORE, in consideration of the foregoing preambles and other good and valuable consideration, the Village, Owner and Developer agree as follows:

1. INCORPORATION OF PREAMBLE.

The preamble is incorporated herein as if each and every one of its terms were set forth herein.

2. INSTALLATION OF IMPROVEMENTS.

The Developer shall furnish at its own cost and expense all necessary materials, labor, and equipment to complete the improvements required by the Village Codes. These improvements are defined in the Village Subdivision Regulations (Chapter 20 of the Village Codes) and depicted in the final engineering plans (Exhibit B), except as such plans may be modified to conform to Village Codes and Ordinances, and may include some or all of the following improvements: streets (public and private), traffic signals, traffic control devices, parking area(s), utilities, sidewalks, street lighting, sanitary sewer system, storm sewers and storm water detention system, water supply system, soil erosion and sedimentation control, tree preservation, common area landscaping, and all other improvements identified in either the Village Codes or in the ordinances approved by the Village Council in connection with the development (hereinafter collectively designated, "Project Improvements"). All these Project Improvements shall be in accordance with the standards, specifications and requirements of the Village. The Project Improvements are indicated on Exhibit B (attached hereto and made a part hereof) which has been prepared by Robinson Engineering, dated September 25, 2014, last revised October 28, 2014, who are registered professional engineers. In addition, the Developer shall cooperate and work with the Village to repair the existing curbs on the south side of Jefferson Avenue. It is agreed that the Village shall be responsible for the costs associated with the repair of the curbs on the south side of Jefferson Avenue.

3. SECURITY FOR PROJECT IMPROVEMENTS.

Attached hereto as Exhibit C, is a complete cost estimate prepared by the project engineer, for the construction of the Project Improvements described in Paragraph 2 hereof. Upon the execution of this Agreement, the Developer will deposit with the office of the Village Engineer a letter of credit as security for the completion of the Project Improvements as set forth in Section 20.402 of the Subdivision Ordinance ("Security Instrument").

The Village Engineer shall review the cost estimate annually to determine if the amount of the security is sufficient to cover the costs of constructing the remaining Public Improvements. If the Village Engineer determines that the letter of credit shall be increased by at least ten percent (10%), then the Developer shall increase the letter of credit as requested by the Village Engineer.

4. **RECORDATION OF AGREEMENT.**

A building permit for Project Improvements may not be issued until a fully executed copy of this Agreement is recorded against all PINs associated with this Subdivision and the Security Instrument deemed acceptable to the Village is received. The Developer shall provide the Village with verification of recording.

5. **REDUCTION OF SECURITY.**

Reduction of security shall be accomplished consistent with the requirements set forth in the Village Codes.

6. **VILLAGE ENGINEER'S APPROVAL.**

All work related to the Project Improvements shall be subject to inspection and approval of the Village Engineer, and his written approval thereof shall be a condition precedent to release of or reduction of the Security Instrument. The approval provided for in this paragraph shall not constitute final acceptance of any or all of the Project Improvements.

7. **REIMBURSEMENT FOR COSTS.**

The Developer shall pay to the Village all plan review, inspection and other fees, as required by the Village Codes.

8. **INSURANCE.**

Prior to commencement of any work provided for herein, Developer and/or its contractor shall furnish the Village with evidence of insurance providing for workmen's compensation and

employer's liability insurance, including occupational disease coverage and comprehensive liability insurance to cover said work in the following amounts:

- (a) Workmen's compensation (statutory limits);
- (b) Employer's liability (limits \$1,000,000.00/\$2,000,000.00) including liability for injury or death of Village's employees;
- (c) A minimum of One Million and 00/100 Dollars (\$1,000,000.00) for injury to one person;
- (d) A minimum of Two Million and 00/100 Dollars (\$2,000,000.00) for injury to more than one person; and
- (e) A minimum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for property damage.

The above amounts being the minimum for each accident. Said certificates of insurance shall name the Village as an additional insured with respect to construction of the Project Improvements covered by this Agreement.

9. INDEMNIFICATION OF VILLAGE.

The Developer hereby agrees, to the greatest extent permitted under Illinois law, to indemnify and hold harmless the Village, its agents, servants, and employees, and each of them, against all loss, damage, attorney's fees or expenses which they may sustain or become liable for on account of injury or death of persons, or on account for damage to or destruction of property resulting from the performance of work under this Agreement by the Developer or his contractors or any employee or subcontractor of any of them, or by the Village, its agents, servants, or employees, or due to the condition of the premises or other property of the Developer upon, about, or in connection with which any work incident to the performance of the terms of this Agreement is carried on except for any negligent or willful act or omission by the Village, its agents, servants, employees or contractors.

10. PUBLIC IMPROVEMENTS GUARANTEE.

The Developer for the Project Improvements herein specified guarantees that the workmanship and material furnished under the specifications and used in said Project Improvements will be furnished and performed in accordance with well-known, established practice and standards recognized by engineers in the trade. All such Project Improvements shall be new and of the best grade of their respective kinds for the purpose. All materials and workmanship will be guaranteed by the Developer for a period of two (2) years from the date for final acceptance by the Village ("Guarantee Period").

There shall be retained by the Village, under the Security Instrument, an amount equal to twenty percent (20%) of the amount of the Security Instrument as a performance guarantee, as set forth in Section 20.407 of the Subdivision Code, as amended from time to time.

The Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of this performance guarantee, and shall leave the improvement in good and sound condition, satisfactory to the Village and the Village Engineer, at the expiration of the Guarantee Period.

Further, if during said Guarantee Period, the improvement shall, in the opinion of the Village Engineer or Village, require any repairs or renewal which, in his or its judgment are necessitated by reason of settlement of foundation, structure, or backfill, or other defective workmanship of materials, the Developer shall, upon notification by the Village Engineer or Village of necessity for such repairs or renewals, make such repairs or renewals at its own cost and expense. Should the Developer fail to make repairs or renewals within a reasonable time following written notification, in each case taking into account winter weather conditions, thereof from the Village, or fail to start working within thirty (30) days after such notification, the Village may cause such work to be done,

either by contract or otherwise, and the entire cost and expense thereof shall be paid and deducted from the amount retained in the Security Instrument. Should such cost and expense exceed the amount retained or remaining in the Security Instrument, the Developer shall pay such amount of excess to the Village.

11. COMPLETION OF PROJECT IMPROVEMENTS.

(a) The Developer shall cause the Project Improvements to be completed within two (2) years from the date hereof per the Construction Schedule attached as Exhibit D. If the Project Improvements are not completed within the agreed upon time frame, the Developer may request from the Village Council an extension justifying the need for the requested extension and maintain, extend, or substitute the Security Instrument in the full amount provided therein, less any reductions theretofore from time to time approved by the Village, until such time as said Project Improvements are completed. Developer shall cause its engineers to prepare and submit to the Village as and for the Village's property as-constructed drawings in such quantities and in such format as deemed acceptable by the Village Engineer. In the event Developer fails or refuses to cause the extension or substitution of the Security Instrument to be delivered to the Village not less than forty-five (45) days prior to said expiration date, the Village shall have the right, but not the obligation to draw upon the Security Instrument then in force in accordance with the provisions contained therein to complete said Project Improvements.

(b) Upon completion of any Project Improvement and, further, upon the submission to the Village of a certificate from the engineering firm employed by the Developer stating that the said Project Improvements have been completed in conformance with this Agreement, Village ordinances, the final engineering plans and specifications relative thereto, and any applicable Agreements and all state and federal laws and standards, the Village Engineer shall, within thirty

(30) business days after the Village receives the aforesaid certification from the Developer's engineer either (i) recommend to the Village's corporate authorities final acceptance of said Project Improvement; or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Project Improvement, specifically citing sections of the final engineering plans and specifications, the applicable ordinances or this Agreement, any applicable Agreement or state or federal law or standard, relied upon by said Village Engineer. Should the Village Engineer reject any Project Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Project Improvement such corrections or modifications as may be required by the Village Engineer. The Developer shall cause the Project Improvements to be submitted and resubmitted as herein provided until the Village Engineer shall recommend final acceptance of same to the corporate authorities of the Village and the corporate authorities shall finally accept same. No Project Improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

12. COMPLIANCE WITH LAWS AND ORDINANCES.

Notwithstanding this Agreement, in the event an existing valid ordinance of the Village was overlooked at the date hereof, the Developer, upon notice from the Village, and prior to acceptance of the Project Improvements, shall install or perform the improvement or work so required unless otherwise provided in the documentation referenced in this Agreement; further, any law or ordinance which shall be passed by the Village after the date of this Agreement, which is a law or ordinance directed to life-safety consideration, shall apply to the Property as of the effective date of said law or ordinance unless a building permit has been issued, in which case work may be completed pursuant to that building permit. However, should the "life-safety" ordinance contain a

retroactive clause and an occupancy certificate has not been issued, the building shall be brought into conformance with the retroactive ordinance. All future work for which building permits have not been issued shall comply with said life-safety law or ordinance.

13. LIEN WAIVERS.

The Developer shall furnish the Village with a contractor's affidavit showing all subcontractors and materialmen and lien waivers that all persons who have done work, or have furnished materials under this Agreement, and are entitled to a lien therefor under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

14. SIDEWALKS.

As part of the Subdivision, the Developer agrees to install or pay a fee-in-lieu of installing sidewalk, in accordance with Village standards, along Brookbank Road, Jefferson Avenue, Nelson Court and Carpenter Street within the subdivision as depicted on the final approved engineering drawings. The Village Engineer shall determine whether the Developer shall be required to install the sidewalk or pay a fee-in-lieu of installing the sidewalk.

15. TREES.

Parkway trees for a subdivided lot shall be installed at the expense of Developer by the Village Forester. The Village Forester has determined that 34 parkway trees are required at a cost of \$17,000 to be paid upon issuance of the Project Improvements permit.

The Developer shall preserve and protect the existing black walnut trees located on the adjacent property to the south subject to the preservation methods as indicated on the final approved engineering drawings. Said tree preservation methods shall be reviewed and approved by the Village Forester.

The Developer shall use its best efforts to preserve, protect or remove the existing trees in the

Brookbank Road right-of-way as directed by the Village Forester.

16. **DETENTION BASIN.**

- (a) The Developer shall submit a detailed landscape plan for the retaining walls and grading of the detention basin located on Lot 8 of the Subdivision. The plan shall be reviewed and approved by the Village Forester. Upon approval of the landscape plan, the Developer shall adhere to the terms and conditions of said plan.
- (b) The Village shall establish a Special Service Area pursuant to 35 ILCS 200/27-5 for the purpose of providing all revenue for the cost of fully maintaining the common area and all storm water facilities. All owners of property within the Subdivision shall be advised by the Developer that the property within the Subdivision is subject to a dormant Special Service Area in favor of the Village.

17. **NOTIFICATION REQUIREMENTS.**

(a) *Water Main* - The Developer shall provide the property owners affected by the connection to the new water main a minimum of 24 hours notice of the service disruption.

(b) *1117 Jefferson Avenue Driveway* - The Developer shall relocate and reconstruct the portion of the driveway located within the existing right-of-way for the property located at 1117 Jefferson Avenue, as shown on the approved engineering plans, attached hereto as exhibit B. The driveway shall be reconstructed with similar materials as currently in place at the location. The Developer shall provide the property owners at 1117 Jefferson Avenue with a minimum of ten (10) days notice of the reconstruction activities. All driveway reconstruction activities shall be completed within five (5) business days, excluding the necessary concrete curing period. All necessary parkway

restoration shall be completed within two weeks, weather permitting. Developer shall perform all work in accordance with industry standards and shall not be responsible for any damages that may occur as a result of the Owner's disregard of those standards.

18. FRONT BUILDING LINE:

The Developer shall record a restrictive covenant requiring a minimum front yard setback at thirty-two (32) feet for the properties fronting Carpenter Street and Brookbank Road. All other setbacks shall comply with the Village Municipal Code.

19. BUILDING PERMITS.

The Developer agrees to install all Project Improvements, except sidewalks, parkway trees and final surface course of roadway, prior to the issuance of any building permits for any structure. The Village Engineer may deny a building permit for any structure to be erected on any lot in the subdivision until such time as the Developer shall have completed such Project Improvements necessary to provide reasonable access, adequate drainage, and proper water and sanitary sewage facilities to serve the lot on which such structure is to be built, as determined by the Village Engineer and required pursuant to any Village Ordinance or the terms of this Agreement.

20. MAINTENANCE OF PROJECT IMPROVEMENTS.

The Developer shall be responsible for the maintenance of the Project Improvements until such time as they are accepted by the corporate authorities of the Village. This maintenance shall include routine maintenance such as snow plowing of streets as well as emergency maintenance such as sewer blockages and water main breaks. If the Developer fails to maintain the Public Improvements, the Village shall have the right, but not the duty, to undertake such maintenance. Developer hereby agrees to reimburse the Village its costs for the performance of this maintenance or repair upon receipt of an invoice from the Village setting forth said cost to the Village.

21. DAMAGE TO PROJECT IMPROVEMENTS.

The Developer shall be responsible for any and all damage to the Project Improvements, which may occur during the construction of the Project irrespective of whether the Project Improvements damaged have or have not been finally accepted hereunder. Developer shall replace and repair damage to the Project Improvements installed within, under or upon the Property resulting from construction activities by Developer, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. Developer shall have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance.

22. RELEASE OF SECURITY INSTRUMENT.

At the expiration of the Guaranty Period, the amount retained in the Security Instrument, less any and all necessary expenses which have been incurred by the Village in connection with the maintenance of the Project Improvement, other than the ordinary and usual care and maintenance thereof for any improvement of such type and age, shall be released by the Village and the Security Instrument shall be terminated.

23. VILLAGE REMEDIES.

(a) From and after the date on which the Village's Engineer notifies the Developer, in writing, that the Developer is in default of any of its obligations under this Agreement, the Developer shall pay to the Village, upon demand, all of the Village's fees, costs and expenses incurred in enforcing the provisions of this Agreement against Developer, including, without limitation, engineers' and attorneys' fees, costs and expenses, and if any litigation is instituted as part of such enforcement, any court costs and filing fees in addition to the attorneys' fees incurred therein.

(b) The Village shall have the right to pursue any and all remedies at law or in equity against the Developer and/or Owner, including, but not limited to drawing on the Security Instrument, pursuing all remedies at law to recover all costs owed by the Developer, or an action for specific performance of Developer's obligations under this Agreement.

(c) The rights and remedies of the Village as provided herein, in the Village Codes and/or in any agreements between the Village and Developer regarding the Subdivision, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Village, and may be exercised as often as occasion thereof shall arise. Failure of the Village, for any period of time or on more than one occasion, to exercise such rights and remedies, shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act or omission of the Village, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release shall be affected only through a written document executed by the Village and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the Village's rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the Village is not required to be given.

24. BINDING EFFECT.

This Agreement shall be binding upon all parties, their successors, assigns, and grantees.

25. CONTINUITY OF OBLIGATIONS.

(a) This Agreement shall inure to the benefit of and shall be binding upon Developer's and Owner's successors in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

(b) Owner and Developer acknowledge and agree that the obligations assumed by each of them under this Agreement shall be binding upon them respectively and any and all of their respective heirs, successors, and assigns and the successor record owners and/or successor Developers of all or any portion of the Property. For purposes of this section, Developer's obligations shall not be assumed by a purchaser of a single family home, townhome or condominium who is a third party purchaser from owner and/or developer. To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, Owner and Developer agree:

- (i) that this Agreement shall be recorded with the DuPage County Recorder of Deeds;
- (ii) to require, prior to the transfer of title to all or any portion of the Property, the transferee of said portion of the Property to be bound by the provisions of this Agreement pursuant to the execution of an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), said Assignment and Assumption Agreement to be in a form substantially in conformance with Exhibit E attached hereto and made a part hereof. The Village agrees that upon a successor becoming bound to the personal obligations created herein by execution of the Assignment and Assumption Agreement, the personal liability of Owner and/or Developer or other predecessor obligor under this Agreement shall be released to the extent of the successor's interest in the Property. Owner agrees to notify the Village in writing at least thirty (30) days prior to any date upon which Owner transfers a legal or beneficial interest in any portion of the Property to a transferee. Owner or any other predecessor obligor shall, not less than seven (7) business days prior to the effective date of the Assignment and Assumption Agreement becoming enforceable against the Village, provide the Village with a fully executed copy of the hereinabove required Assignment and Assumption Agreement by the transferee to be bound by the provisions of this Agreement. Security previously posted for subdivision improvements by the Owner and/or Developer or other predecessor obligor, shall not be released by the Village until a suitable substitute is provided by the successor

and is accepted in writing by the Village. In the event any transferee or Owner or Developer requires proof that a particular provision of this Agreement has been satisfied, the Village agrees to issue a written statement as to which provisions of this Agreement, if any, have been satisfied.

(c) All the terms and conditions of this Agreement shall constitute covenants running with the land.

26. AMENDMENTS.

All amendments to this Agreement shall be in writing and approved by the Mayor and Village Council. Village ordinance provisions in effect at the time of the request for amendment shall apply, unless otherwise expressly specified.

27. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

28. GOVERNING LAW.

This Agreement shall be interpreted and construed in accordance with laws of the State of Illinois.

29. NOTICES.

All Notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- | | | |
|-----|-----------------|---|
| (a) | The Village at: | Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515-4776; |
| (b) | Developer at: | Downers Grove TPM Real Estate, LLC.
Attn: Tom Wake
1415 W Diehl, Suite 300N
Naperville IL 60563 |

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed by its Mayor and attested by its Clerk as of the date first above written.

VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation

By: _____
Its: Mayor

ATTEST:

Its: Village Clerk

DEVELOPER

By: 
Its: MANAGING PARTNER

ATTEST:

STATE OF ILLINOIS)
) ss
COUNTY OF ~~DUPAGE~~)
 KANE

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that THOMAS WAKE, MANAGING PTR of DOWNERS GROVE TOWN BEAN ESTATE LLC
("Developer"), of said corporation, personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such HAS appeared before me this day in
person and acknowledged that (s)he signed and delivered the said instrument, as his/her own free
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth; and the said HE, as custodian of the corporate seal of said corporation,
did affix the corporate seal of said corporation to said instrument, as his/her own free and voluntary
act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of NOVEMBER, 2014



Marilu Kartheiser
Notary Public

EXHIBIT LIST

EXHIBIT A - Legal Description

EXHIBIT B - Final Engineering Plans

EXHIBIT C - Cost Estimate

EXHIBIT D - Construction Schedule

EXHIBIT E - Assignment and Assumption Agreement

EXHIBIT A - Legal Description

Lots 1 through 11 both inclusive, in Nelson Meadow Subdivision, being a resubdivision of Lot 52 in Branigar Brothers in Downers Grove Farms, being a subdivision in Sections 17 and 18, Township 38 North, Range 11, East of the Third Principal Meridian, according to said Plat of Resubdivision recorded June 20, 2006 as Document R2006-117953, in DuPage County, Illinois.

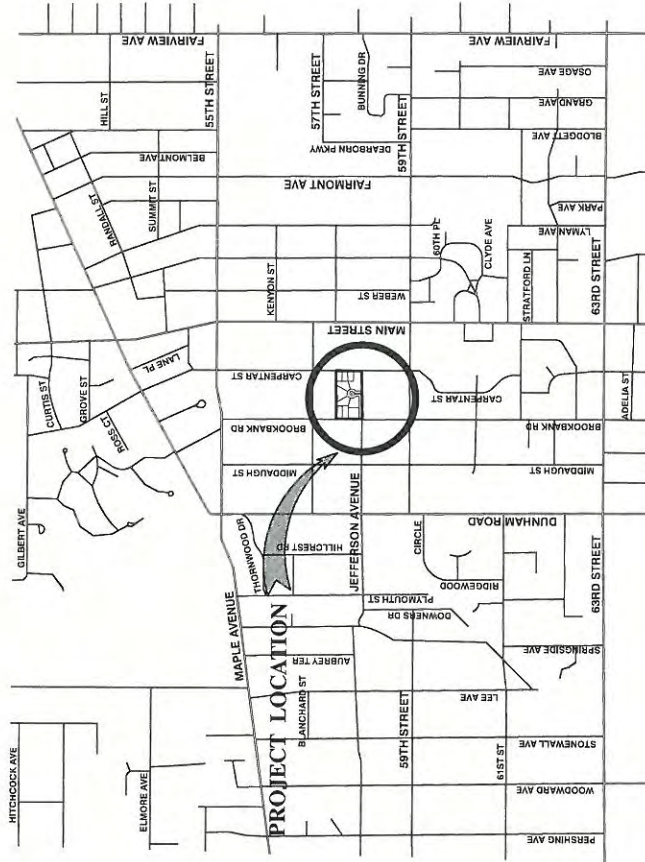
PINs:

09-17-108-016 - 5733 Brookbank Rd
09-17-108-017 - 5735 Brookbank Rd
09-17-108-018 - 1140 Jefferson Ave
09-17-108-019 - 5742 Nelson Ct
09-17-108-020 - 5738 Nelson Ct
09-17-108-021 - 5731 Nelson Ct
09-17-108-022 - 5737 Nelson Ct
09-17-108-023 - 5743 Nelson Ct (Detention Facility)
09-17-108-024 - 5740 Carpenter St
09-17-108-025 - 5736 Carpenter St
09-17-108-026 - 5732 Carpenter St

NELSON MEADOW

DOWNERS GROVE, DUPAGE, ILLINOIS

SECTION 17, TOWNSHIP 38, RANGE 11



LOCATION MAP

INDEX OF SHEETS

- 1. COVER SHEET
- 2.-4. GENERAL NOTES
- 5. EXISTING CONDITIONS & DEMOLITION PLAN
- 6. GEOMETRIC PLAN
- 7. GRADING PLAN
- 8. UTILITY PLAN
- 9. PLAN & PROFILE-BROOKBANK ROAD
- 10. PLAN & PROFILE-JEFFERSON AVENUE
- 11. PLAN & PROFILE-NELSON COURT
- 12. LIGHTING PLAN
- 13. EROSION CONTROL PLAN
- 14.-20. CONSTRUCTION DETAILS

OWNER
DOWNERS GROVE TFM, LLC
280 W. SHUMAN BLVD., STE. 280
NAPERVILLE, IL 60566
(630) 325-5058

ENGINEER
ROBINSON ENGINEERING, LTD
300 PARK BLVD, STE. 309
ITASCA, IL 60143
(617) 250-5655

08/24/14 ORIGINAL DATE

REVISIONS

- 1. 08/15/14 VILLAGE COMMENTS
- 2. 08/15/14 VILLAGE COMMENTS
- 3. 10/28/14 VILLAGE COMMENTS
- 4. 10/28/14 SANITARY DISTRICT COMMENTS

PREPARED BY OR UNDER THE DIRECT SUPERVISION OF:

William J. Robison
10/28/14



PREPARED BY:



ILLINOIS LICENSE # 030600212 (PROJ. NO. 14-276-01)

PROJECT NO. 14-276-01

SHEET NO. 1 OF 20

14299_01-COVP481 - 001

BENCH MARK:
DESCRIPTION: STATION IS LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF MAPLE AVENUE AND DUNHAM ROAD, WHERE MAPLE AVENUE IS 196.5 FT WEST OF THE CENTERLINE OF MAPLE/DUNHAM, 33.0 FT. NORTH OF THE CENTERLINE OF MAPLE/57TH STREET AND 1.44 FT. EAST OF A TRAFFIC SIGNAL BASE. ELEVATION=752.21

BENCH MARK:
DESCRIPTION: STATION IS LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MAIN STREET AND 59TH STREET, 15.0 FT. WEST OF THE CENTERLINE OF MAIN STREET AND 15.0 FT. EAST OF A POWER POLE. ELEVATION=756.72

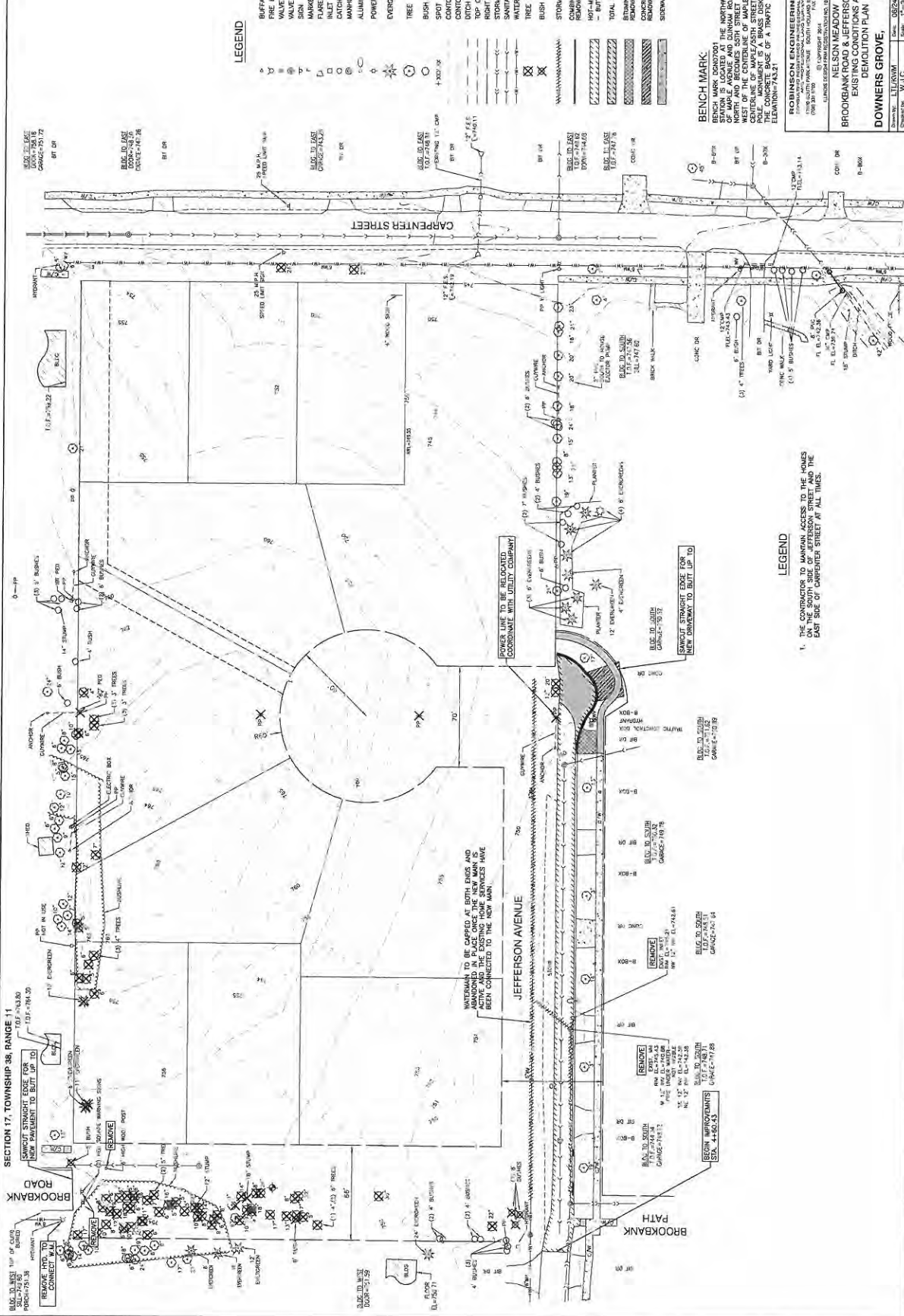
Call Before You Dig

JULIE
ONE-CALL SYSTEM

ILLINOIS
(630) 452-6100

JOINT UTILITY LOCATION FOR EXCAVATORS

Call: 811 OR 1-800-892-0123



LEGEND

- 1 BUFFALO BOX
- 2 FIRE HYDRANT
- 3 VALVE VAULT
- 4 MANHOLE
- 5 MARKER FLAG
- 6 FLARED END SECTION
- 7 INLET
- 8 CATCH BASIN
- 9 MANHOLE
- 10 ALUMINUM LIGHT POLE
- 11 POWER POLE
- 12 EVERGREEN
- 13 TREE
- 14 BUSH / HEDGE
- 15 SPOT ELEVATION
- 16 CONDUIT MINOR
- 17 CONDUIT MAJOR
- 18 DITCH / SWALE
- 19 TOP OF BANK
- 20 RIGHT OF WAY
- 21 STORM SEWER
- 22 STORM SEWER
- 23 WATER MAIN
- 24 TREE TO BE REMOVED
- 25 BUSH TO BE REMOVED
- 26 STORM SEWER REMOVAL
- 27 CONCRETE CURB AND GUTTER
- 28 HOT-LAY ASPHALT SURFACE REMOVAL, 1 1/2"
- 29 HOT-LAY ASPHALT SURFACE REMOVAL, 1 1/2"
- 30 TOTAL PAVEMENT REMOVAL
- 31 BRONZE DRIVEWAY
- 32 BRONZE DRIVEWAY
- 33 BRONZE DRIVEWAY
- 34 BRONZE DRIVEWAY
- 35 BRONZE DRIVEWAY
- 36 BRONZE DRIVEWAY
- 37 BRONZE DRIVEWAY
- 38 BRONZE DRIVEWAY
- 39 BRONZE DRIVEWAY
- 40 BRONZE DRIVEWAY
- 41 BRONZE DRIVEWAY
- 42 BRONZE DRIVEWAY
- 43 BRONZE DRIVEWAY
- 44 BRONZE DRIVEWAY
- 45 BRONZE DRIVEWAY
- 46 BRONZE DRIVEWAY
- 47 BRONZE DRIVEWAY
- 48 BRONZE DRIVEWAY
- 49 BRONZE DRIVEWAY
- 50 BRONZE DRIVEWAY
- 51 BRONZE DRIVEWAY
- 52 BRONZE DRIVEWAY
- 53 BRONZE DRIVEWAY
- 54 BRONZE DRIVEWAY
- 55 BRONZE DRIVEWAY
- 56 BRONZE DRIVEWAY
- 57 BRONZE DRIVEWAY
- 58 BRONZE DRIVEWAY
- 59 BRONZE DRIVEWAY
- 60 BRONZE DRIVEWAY
- 61 BRONZE DRIVEWAY
- 62 BRONZE DRIVEWAY
- 63 BRONZE DRIVEWAY
- 64 BRONZE DRIVEWAY
- 65 BRONZE DRIVEWAY
- 66 BRONZE DRIVEWAY
- 67 BRONZE DRIVEWAY
- 68 BRONZE DRIVEWAY
- 69 BRONZE DRIVEWAY
- 70 BRONZE DRIVEWAY
- 71 BRONZE DRIVEWAY
- 72 BRONZE DRIVEWAY
- 73 BRONZE DRIVEWAY
- 74 BRONZE DRIVEWAY
- 75 BRONZE DRIVEWAY
- 76 BRONZE DRIVEWAY
- 77 BRONZE DRIVEWAY
- 78 BRONZE DRIVEWAY
- 79 BRONZE DRIVEWAY
- 80 BRONZE DRIVEWAY
- 81 BRONZE DRIVEWAY
- 82 BRONZE DRIVEWAY
- 83 BRONZE DRIVEWAY
- 84 BRONZE DRIVEWAY
- 85 BRONZE DRIVEWAY
- 86 BRONZE DRIVEWAY
- 87 BRONZE DRIVEWAY
- 88 BRONZE DRIVEWAY
- 89 BRONZE DRIVEWAY
- 90 BRONZE DRIVEWAY
- 91 BRONZE DRIVEWAY
- 92 BRONZE DRIVEWAY
- 93 BRONZE DRIVEWAY
- 94 BRONZE DRIVEWAY
- 95 BRONZE DRIVEWAY
- 96 BRONZE DRIVEWAY
- 97 BRONZE DRIVEWAY
- 98 BRONZE DRIVEWAY
- 99 BRONZE DRIVEWAY
- 100 BRONZE DRIVEWAY

BENCH MARK:

THE BENCH MARK STATION IS LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF MAPLE AVENUE AND DUNHAM ROAD, WHERE MAPLE AVENUE TURNS WEST OF THE CENTERLINE OF MAPLE/DUNHAM, 33.0 FT. NORTH OF THE CENTERLINE OF MAPLE/DUNHAM, AND 14.4 FT. EAST OF A POWER POLE. THE BENCH MARK IS A CONCRETE BASE OF A TRAFFIC SIGNAL BOX. ELEVATION=743.21

ROBINSON ENGINEERING, LTD.	
1700 SOUTH PARK AVENUE, SUITE 100, CHICAGO, ILLINOIS 60605	
TEL: (773) 231-0100 FAX: (773) 231-0101	
CLIENT: CHICAGO DEPARTMENT OF PUBLIC WORKS	
PROJECT: BROOKBANK ROAD & JEFFERSON AVENUE EXISTING CONDITIONS AND DEMOLITION PLAN	
DRAWN BY: L.L. ROWAN	
CHECKED BY: W.A.C. WALKER	
DATE: 08/24/14	
PROJECT NO.: 14-007	
SHEET NO.: 5 OF 20	
PROJECT NO.: 14-278-D1	

LEGEND

- THE CONTRACTOR TO MAINTAIN ACCESS TO THE HOMES EAST SIDE OF CARPENTER STREET AT ALL TIMES.

SECTION 17, TOWNSHIP 38, RANGE 11

SEWAGE STRAIGHT EDGE FOR RELOCATION TO BOTT UP TO

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04

BLD. TO 5000 107774117 GARAGE-741.04



BLDG. 10, 11, 12
 LOT 10, 11, 12
 UTM-CO-7127
 UTM-CO-7127

BLDG. 10, 11, 12
 LOT 10, 11, 12
 UTM-CO-7127
 UTM-CO-7127

LEGEND

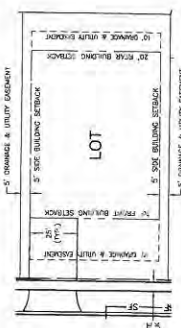
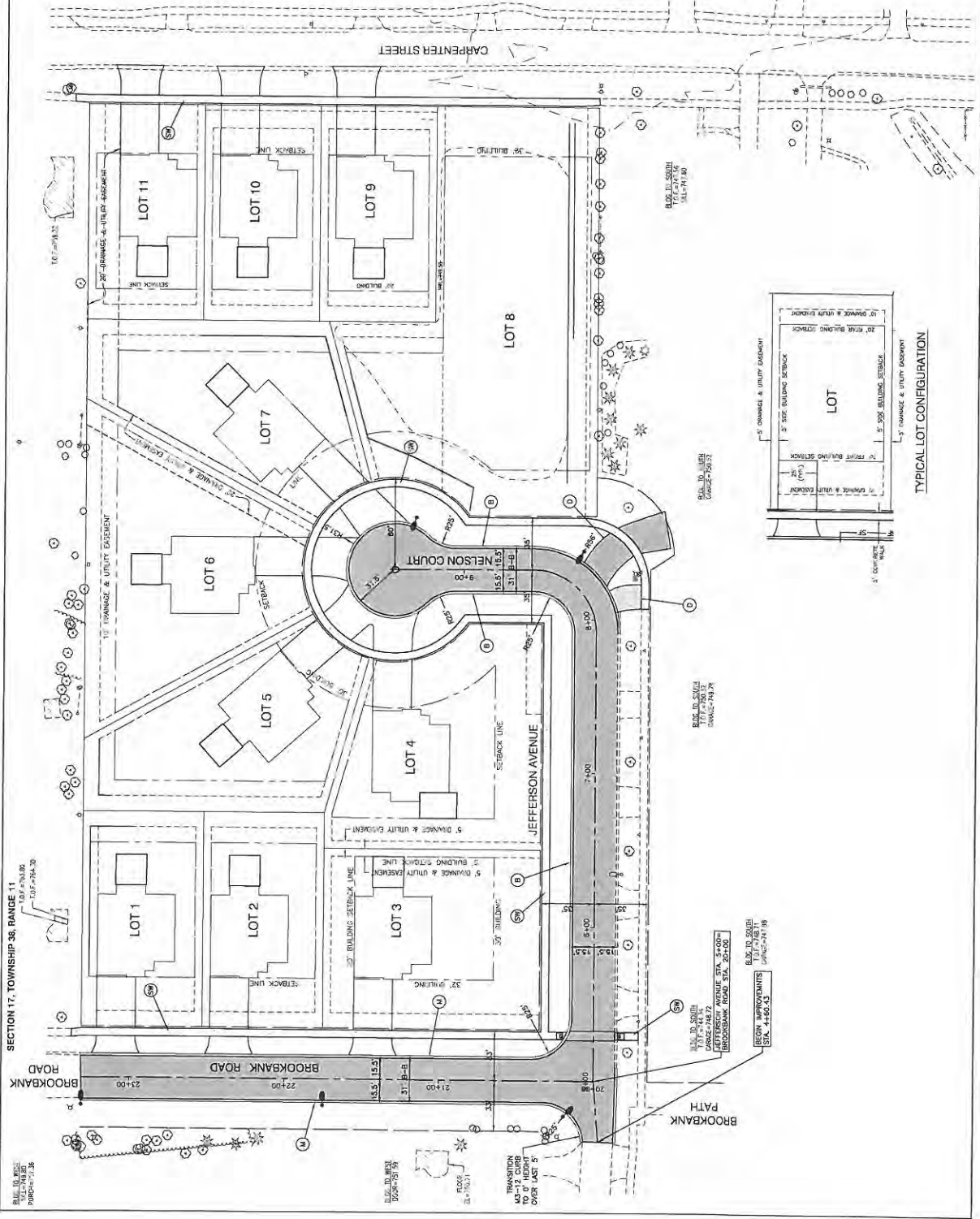
- CENTRELINE / BASELINE
- RIGHT OF WAY
- EARTHPIST
- STREET LIGHT
- DETECTABLE WARNING
- P.C.I. WALKWAY, 3"
- AGGREGATE BASE COURSE, TYPE B, 4"
- STABILIZED FRENCHMAN'S
- 8"-12" CURB AND GUTTER
- 14"-12" CURB AND GUTTER
- DEPRESSION CURB

NOTE:

1. ALL DIMENSIONS ARE FROM BACK OF CURB, FACE OF CURB OR FACE OF WALL UNLESS NOTED OTHERWISE.
2. SEE DRIVEWAY DETAILS FOR REPLACEMENT DRIVEWAYS.
3. ALL SUMP PUMP DISCHARGES WILL BE A MINIMUM OF 20' FROM A PROPERTY LINE AND TO OTHER A VEGETATED SWALE OR A OPEN GARDEN.

PAVEMENT LEGEND

- COMPLETE DRIVEWAY
- COMPLETE DRIVEWAY
- 4" AGGREGATE BASE
- 1.5" ASPHALT PAVEMENT
- 1.5" SURFACE COURSE, NSA, MK D
- 2.5" BINDER COURSE, NSD
- 12" AGGREGATE BASE



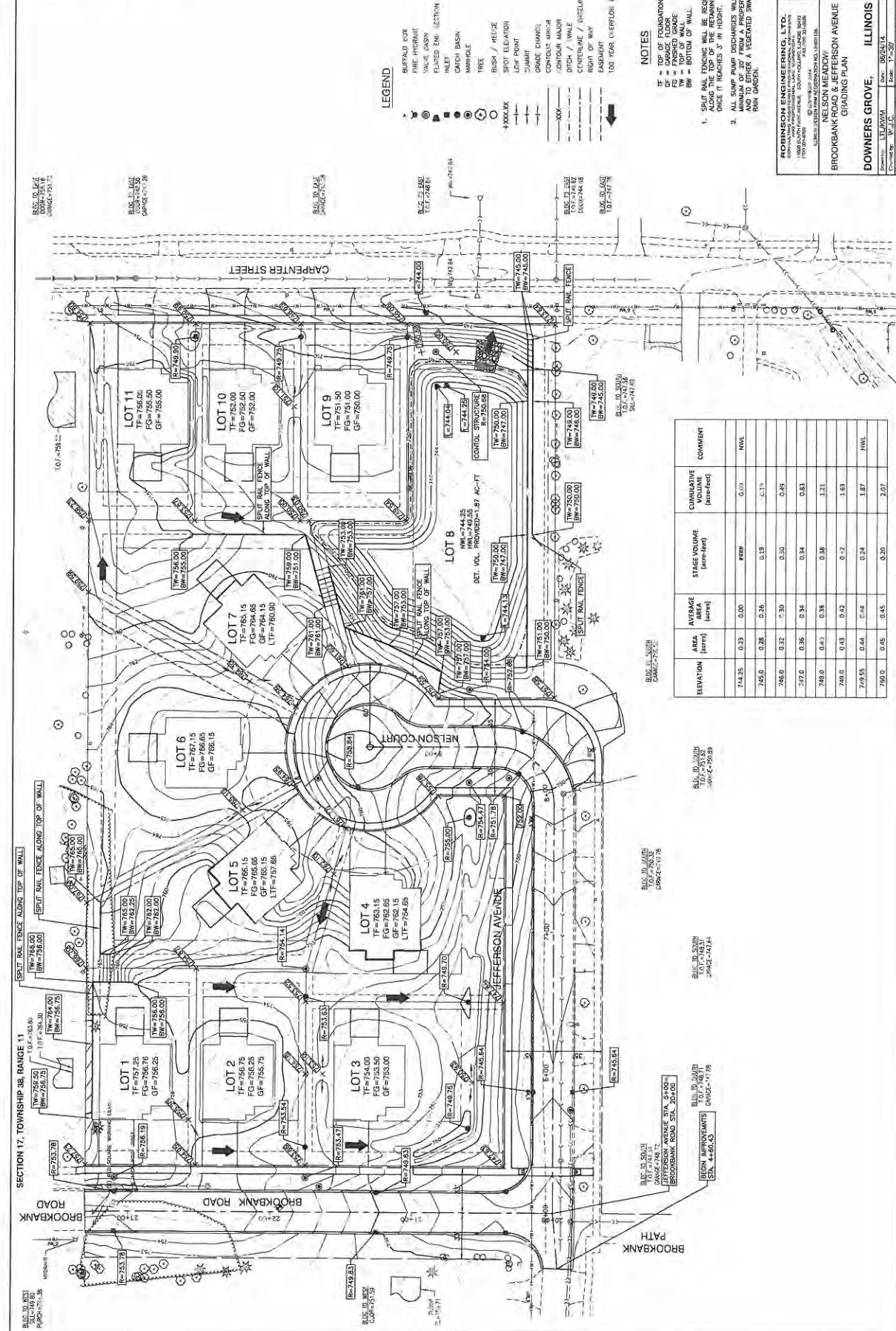
TYPICAL LOT CONFIGURATION

REVISIONS	
No.	Date
1	02/24/14
2	03/10/14
3	03/10/14
4	03/10/14
5	03/10/14
6	03/10/14
7	03/10/14
8	03/10/14
9	03/10/14
10	03/10/14
11	03/10/14
12	03/10/14
13	03/10/14
14	03/10/14
15	03/10/14
16	03/10/14
17	03/10/14
18	03/10/14
19	03/10/14
20	03/10/14

ROBINSON ENGINEERING, LTD.
 1000 S. W. 10th Ave., Suite 100
 Ft. Lauderdale, FL 33304
 TEL: 754-561-1111 FAX: 754-561-1112
 WWW: WWW.RENGR.COM

PROJECT NO.: 14-00043
 CLIENT: NELSON MEADOW
 BROOKBANK ROAD & JEFFERSON AVENUE
 GEOMETRIC PLAN

DOWNERS GROVE, ILLINOIS
 COUNTY: WILLCOX
 DATE: 06/24/14
 DRAWN BY: W.J.L.C.
 CHECKED BY: T.P.S.
 SHEET NO.: 6 OF 20
 PROJECT NO.: 14-00043



LEGEND

- ▲ BUFFALO CO. FIRE HOUSING
- FINISHED GRADE ELEVATION
- INLET
- CATCH BASIN
- MANHOLE
- TREE
- BUSH / HEDGE
- SPOT ELEVATION
- LOW POINT
- SUMMIT
- GRADE CHANGE
- CONTOUR MAJOR
- CONTOUR MINOR
- DITCH / TRENCH
- RIGHT OF WAY
- EASEMENT
- 100 YEAR OVERFLOW ROUTE

NOTES

- TF = TOP OF FOUNDATION
 - DF = CHANGE FLOOR
 - GF = FINISHED GRADE
 - TP = TOP OF WALL
 - BW = BOTTOM OF WALL
- SPLIT RAIL FENCING WILL BE REQUIRED ALONG THE ENTIRE PERIMETER OF THE PROPERTY LINE. MINIMUM OF 20' FROM A PROPERTY LINE TO ADJACENT PROPERTY. SPLIT RAIL FENCING SHALL BE 4' IN HEIGHT.
 - ALL SUMP PUMP DISCHARGES SHALL BE A MINIMUM OF 20' FROM A PROPERTY LINE AND TO EITHER A VEGETATED SWALE OR A RUN CREEK.

ELEVATION	AREA (acres)	AVERAGE DEPTH (feet)	STAGE VOLUME (acre-feet)	CUMULATIVE (acre-feet)	COMMENT
714.25	0.23	0.00	0.00	0.00	N/A
745.0	0.28	0.26	0.19	0.19	C-1*
746.0	0.32	0.30	0.50	0.69	
737.0	0.36	0.34	0.34	0.83	
748.0	0.47	0.38	0.38	1.21	
749.0	0.63	0.42	0.27	1.63	
749.55	0.48	0.44	0.24	1.87	N/A
750.0	0.55	0.45	0.20	2.07	

FORNINGS CONSULTING ENGINEERS, L.P.
 1800 SOUTH PARK AVENUE, SUITE 1000, CHICAGO, ILLINOIS 60654
 TEL: 773.399.1100 FAX: 773.399.1101
 WWW.FORNINGS.COM

PROJECT INFORMATION

PROJECT NAME: NELSON MEADOW / BROOKBANK ROAD & JEFFERSON AVENUE GRADING PLAN

CLIENT: DOWNERS GROVE, ILLINOIS

DATE: 06/24/14

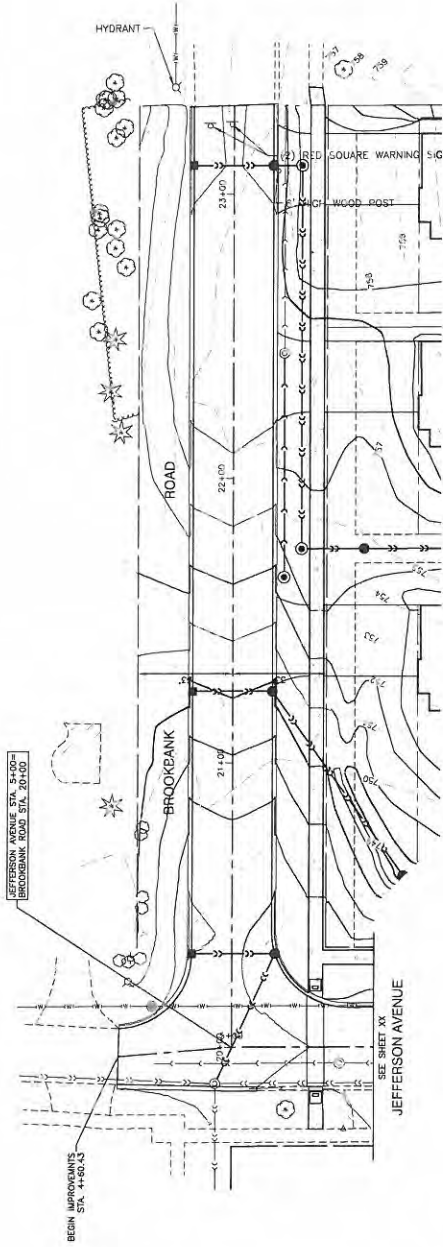
SCALE: 1" = 20'

PROJECT NO.: 14-276-01

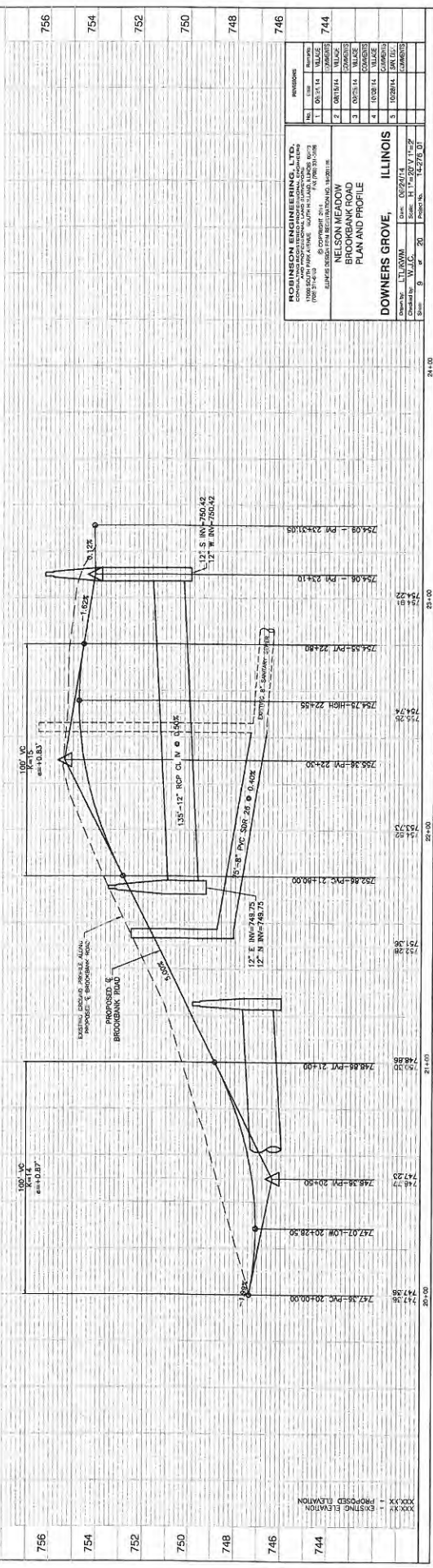
REVISIONS

No.	Date	Revised
1	06/17/14	ISSUE FOR PERMITS
2	06/17/14	REVISIONS
3	06/24/14	REVISIONS
4	06/24/14	REVISIONS
5	06/24/14	REVISIONS
6	06/24/14	REVISIONS

SECTION 17, TOWNSHIP 38, RANGE 11



NOTES
 1. SEE SITE UTILITY PLAN (SHEET A) FOR UTILITY INFORMATION.



REVISIONS	
No.	Description
1	08/14/14
2	08/14/14
3	08/14/14
4	08/14/14
5	08/14/14

ROBINSON ENGINEERING, LTD.
 1000 SOUTH WYOMING AVENUE SUITE 100
 ST. LOUIS, MISSOURI 63102
 (314) 433-3333
 www.re-engineering.com

PROJECT
 NELSON MEADOW
 BROOKBANK ROAD
 PLAN AND PROFILE

CLIENT
 LITLAWA
 DATE
 08/27/14

CHECKED BY
 W.J.C.
 SCALE
 H 1" = 20' V 1" = 2'

PROJECT NO.
 14276 DT

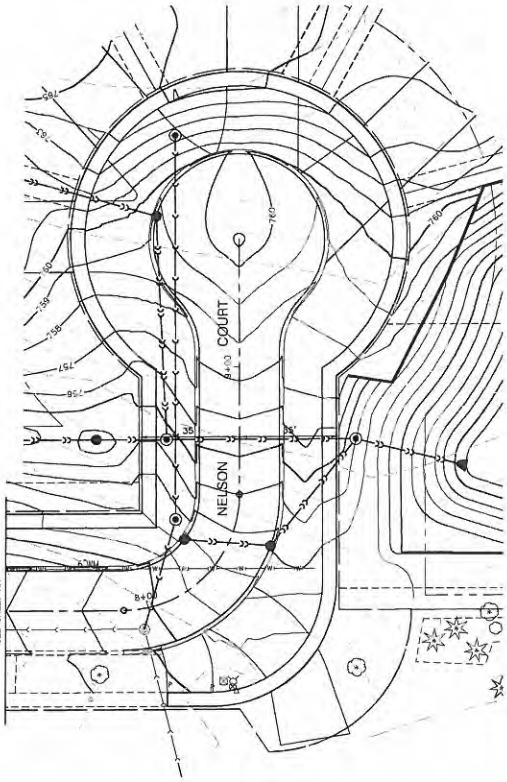
DATE
 08/14/14

756
 754
 752
 750
 748
 746
 744

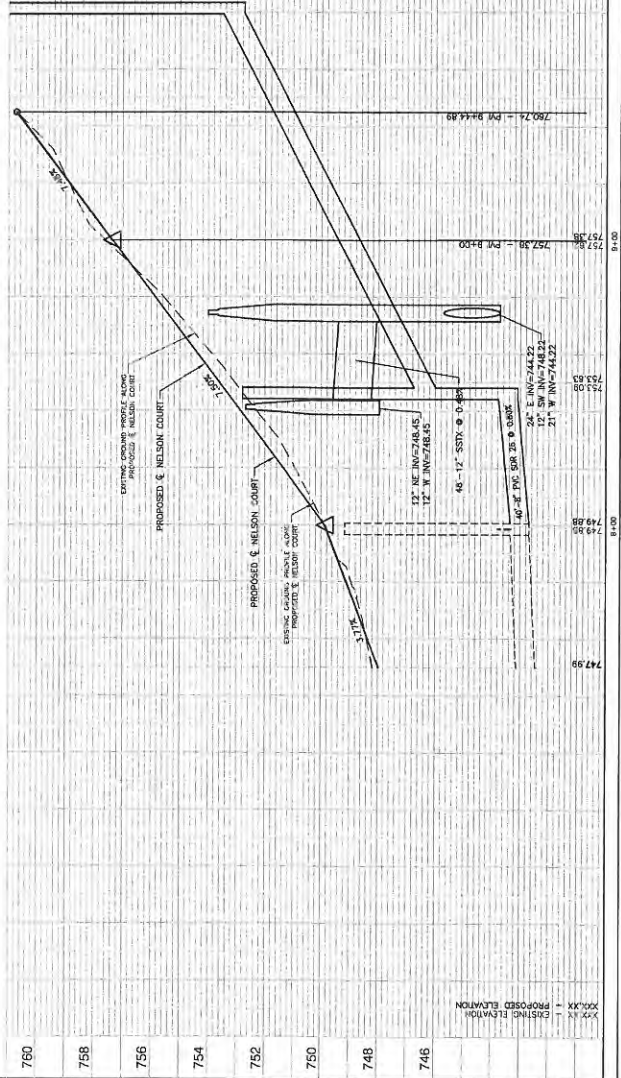
XXXX - PROPOSED ELEVATION
 XXXX - EXISTING ELEVATION

SECTION 17, TOWNSHIP 38, RANGE 11

JEFFERSON AVENUE
SEE SHEET XX



NOTES
1. SEE SHEET XX FOR UTILITY INFORMATION.



XXX - EXISTING ELEVATION
XXX - PROPOSED ELEVATION

REVISIONS	
No.	Date
1	06/21/12
2	08/15/14
3	08/11/14
4	10/20/14
5	10/21/14

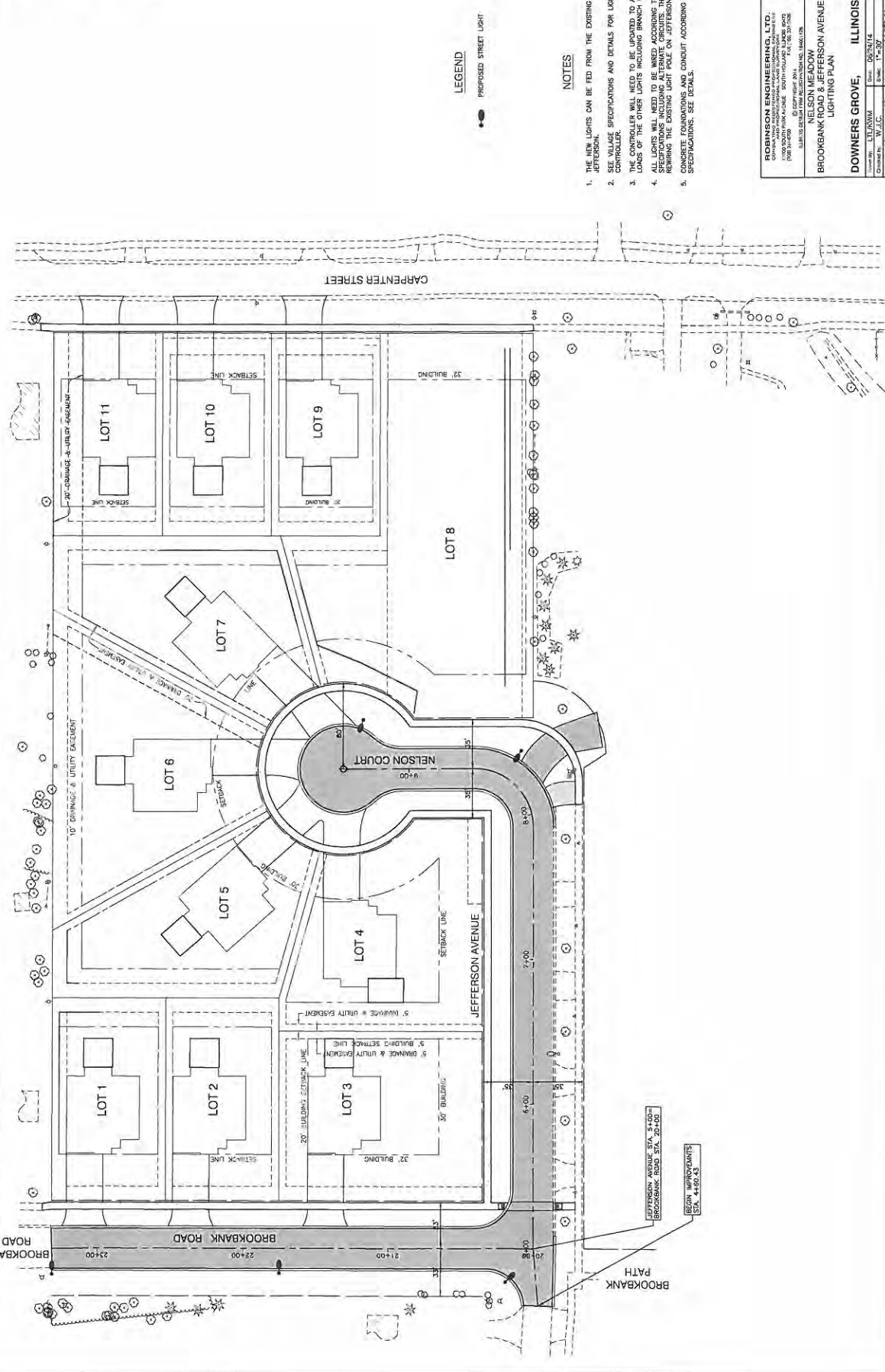
ROBINSON ENGINEERING, LTD.
 1700 S. WILSON AVENUE, SUITE 100
 WILSON, ILLINOIS 60181
 (630) 261-1100
 www.re-engineering.com

PROJECT INFORMATION
 PROJECT NO. 14-001
 SHEET NO. 11 OF 20
 DATE: 08/24/14
 DRAWN BY: LTL/AMM
 CHECKED BY: M.J.C.
 PROJECT: 14-270-01

DOWNERS GROVE, ILLINOIS
 NELSON MEADOW
 NELSON COURT
 PLAN AND PROFILE



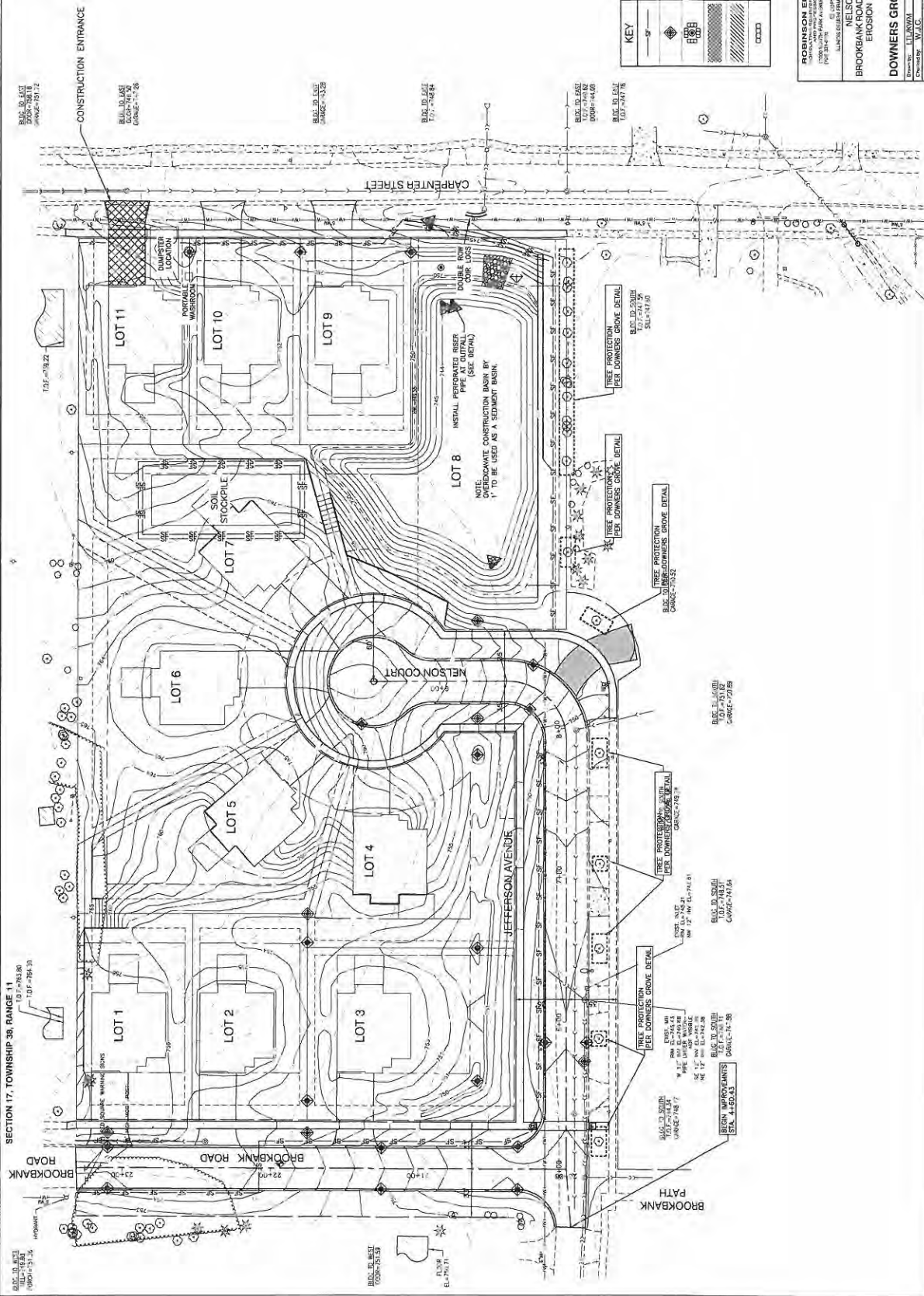
SECTION 17, TOWNSHIP 38, RANGE 11



REVISIONS	
NO.	DATE
1	05/21/14
2	07/15/14
3	09/25/14
4	10/01/14
5	10/28/14

ROBINSON ENGINEERING, LTD.
 1000 WEST 10TH AVENUE, SUITE 100
 WILSONVILLE, INDIANA 46094
 TEL: 317.562.1100 FAX: 317.562.1101
 WWW.RENGR.COM

PROJECT INFORMATION
 PROJECT: NELSON MEADOW LIGHTING PLAN
 CLIENT: DOWNERS GROVE, ILLINOIS
 DATE: 05/21/14
 DRAWN BY: W.J.C. CHECKED BY: T.C. DATE: 05/21/14



KEY	ITEM NAME
5"	FRANKS' TREE PROTECTION TO BE PLACED 1' FROM ROW.
◆	INLET FLKER
□	INLET AND PIPE PROTECTION
▨	SODDING, SALT TOLERANT
▩	SEEDING CLASS 2A WITH EROSION BLANKET
□	TEMPORARY EROSION CHECKS

ROBINSON ENGINEERING, LTD.	
REV.	DATE
1	02/24/14
2	02/24/14
3	02/24/14
4	02/24/14
5	02/24/14

NELSON MEADOW
 BROOKBANK ROAD & JEFFERSON AVENUE
 EROSION CONTROL PLAN

DOWNERS GROVE, ILLINOIS	
DATE	BY
02/24/14	W.J.L.C.
02/24/14	W.J.L.C.
02/24/14	W.J.L.C.
02/24/14	W.J.L.C.
02/24/14	W.J.L.C.

SECTION 17, TOWNSHIP 38, RANGE 11
 BROOKBANK ROAD
 JEFFERSON AVENUE
 CARPENTER STREET
 BROOKBANK PATH

THE FOLLOWING FRAMES AND GRATES OR EQUIVALENTS, MAY BE USED.

1. R-2004 20x24 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)
2. R-2004 20x24 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)
3. R-1404 14x18 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)
4. R-1774 18x24 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)
5. R-1404 14x18 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)
6. R-1404 14x18 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)
7. R-1404 14x18 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)
8. R-1404 14x18 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)
9. R-1404 14x18 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)
10. R-1404 14x18 IN. MANHOLE F.R.P. & 1/2" ALUM. GRATE (SEE FIG. 1 & 2)

NOTE: ALL SIZES ARE TO BE SHOWN UNLESS OTHERWISE SPECIFIED.

DATE: 11/15/11
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

UTILITY STRUCTURE ADJUSTMENT

DATE: 11/15/11
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

ASPHALT APPROACH ON IMPROVED ROADWAY

DATE: 11/15/11
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

ASPHALT APPROACH WITH CURB

DATE: 11/15/11
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

CURB AND GUTTER

DATE: 11/15/11
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

BITUMINOUS IMPROVED ROADWAY

DATE: 11/15/11
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

STREET OPENING BITUMINOUS

DATE: 11/15/11
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

ASPHALT APPROACH WITH CURB

DATE: 11/15/11
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

NO.	DATE	REVISIONS
1	02/11/12	ISSUE
2	03/13/14	REVISION
3	05/15/14	REVISION
4	10/03/14	REVISION
5	03/24/14	REVISION
6	03/24/14	REVISION

ROBINSON ENGINEERING, LTD.
 1100 SOUTH WASHINGTON STREET, SUITE 100, CHICAGO, ILLINOIS 60607
 NIELSON MEADOW
 BROOKBANK ROAD & JEFFERSON AVENUE
 CONSTRUCTION DETAILS
 DOWNERS GROVE, ILLINOIS
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 APPROVED BY: J. W. BROWN

TYPICAL TRENCH IN PAVEMENT

STANDARD DETAIL

DATE	REVISIONS	DESIGNED BY	CHECKED BY
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.

DESIGNED BY: A.S.J.
 DRAWING NO.: 204-02
 1. URBAN STREET LIGHTING (204-02)

TYPICAL TRENCH IN PARKWAY

STANDARD DETAIL

DATE	REVISIONS	DESIGNED BY	CHECKED BY
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.

DESIGNED BY: A.S.J.
 DRAWING NO.: 204-03
 1. URBAN STREET LIGHTING (204-03)

PUBLIC SIDEWALK

STANDARD DETAIL

DATE	REVISIONS	DESIGNED BY	CHECKED BY
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.

DESIGNED BY: A.S.J.
 DRAWING NO.: 204-01
 1. URBAN STREET LIGHTING (204-01)

ADA RAMP(S) ON CURBED STREETS

STANDARD DETAIL

DATE	REVISIONS	DESIGNED BY	CHECKED BY
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.

DESIGNED BY: A.S.J.
 DRAWING NO.: 204-04
 1. URBAN STREET LIGHTING (204-04)

MANHOLE (TYPE A)

STANDARD DETAIL

DATE	REVISIONS	DESIGNED BY	CHECKED BY
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.

DESIGNED BY: A.S.J.
 DRAWING NO.: 204-07
 1. URBAN STREET LIGHTING (204-07)

OUTLET CONTROL STRUCTURE - 6'

STANDARD DETAIL

DATE	REVISIONS	DESIGNED BY	CHECKED BY
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.

DESIGNED BY: A.S.J.
 DRAWING NO.: 204-08
 1. URBAN STREET LIGHTING (204-08)

INLET (TYPE A) NEW/REPLACEMENT

STANDARD DETAIL

DATE	REVISIONS	DESIGNED BY	CHECKED BY
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.

DESIGNED BY: A.S.J.
 DRAWING NO.: 204-09
 1. URBAN STREET LIGHTING (204-09)

ADA RAMP(S) ON CURBED STREETS

STANDARD DETAIL

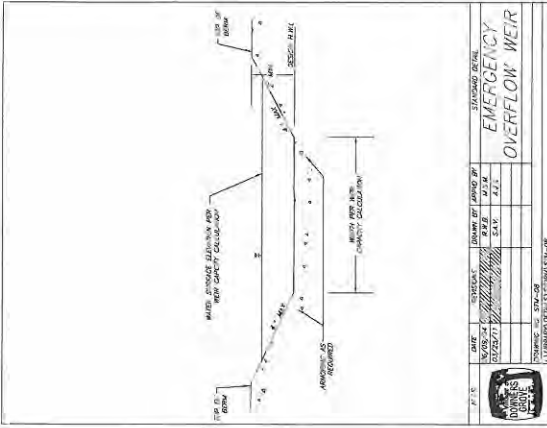
DATE	REVISIONS	DESIGNED BY	CHECKED BY
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.
10/11/11		A.S.J.	A.S.J.

DESIGNED BY: A.S.J.
 DRAWING NO.: 204-05
 1. URBAN STREET LIGHTING (204-05)

ROBINSON ENGINEERING, LTD.
 1100 SOUTH WASHINGTON AVENUE, SUITE 100, CHICAGO, ILLINOIS 60605
 TEL: 312.467.1100 FAX: 312.467.1101
 WWW: WWW.RENGR.COM

PROJECT:
 NELSON MEADOW PARK
 BROOKBANK ROAD & JEFFERSON AVENUE
 CONSTRUCTION DETAILS

OWNER: ILLINOIS
 PROJECT NO.: 142715-01



DATE		BY	CHKD BY	APPROVED BY	PROJECT NO.	SCALE	REVISIONS	DATE	DESCRIPTION
01/23/11		W.A.S.	A.S.S.						
01/23/11		W.A.S.	A.S.S.						

EMERGENCY OVERFLOW WEIR

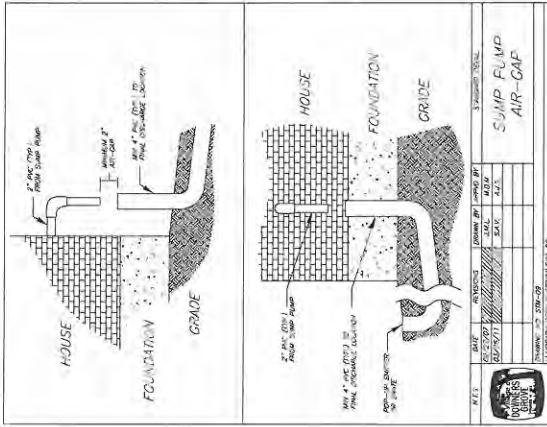
STANDARD DETAIL

DRAWN BY: W.A.S. / 11/03/10

PROJECT NO.: 11-03

SCALE: AS SHOWN

1. LITERATURE: 11-03-01



DATE		BY	CHKD BY	APPROVED BY	PROJECT NO.	SCALE	REVISIONS	DATE	DESCRIPTION
01/23/11		W.A.S.	A.S.S.						
01/23/11		W.A.S.	A.S.S.						

SUMP PUMP AIR-GAP

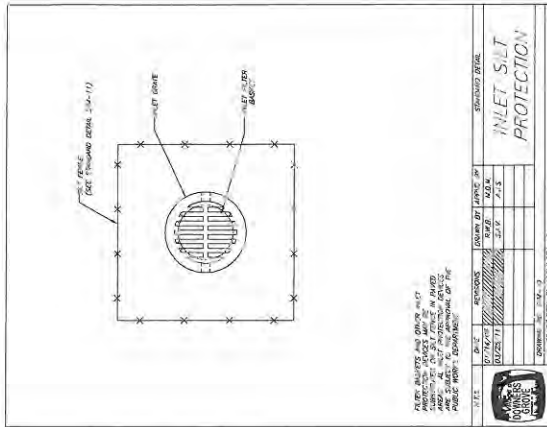
STANDARD DETAIL

DRAWN BY: W.A.S. / 11/03/10

PROJECT NO.: 11-03

SCALE: AS SHOWN

1. LITERATURE: 11-03-01



DATE		BY	CHKD BY	APPROVED BY	PROJECT NO.	SCALE	REVISIONS	DATE	DESCRIPTION
01/23/11		W.A.S.	A.S.S.						
01/23/11		W.A.S.	A.S.S.						

INLET SILT PROTECTION

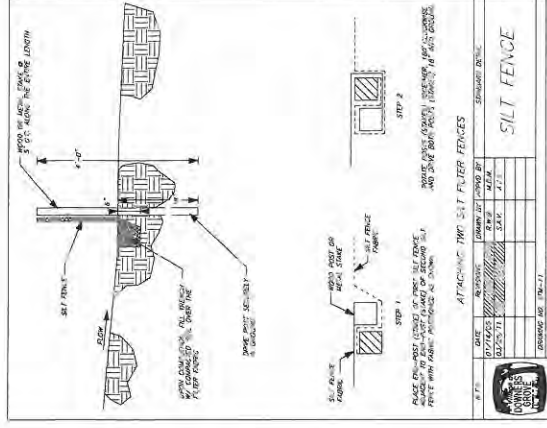
STANDARD DETAIL

DRAWN BY: W.A.S. / 11/03/10

PROJECT NO.: 11-03

SCALE: AS SHOWN

1. LITERATURE: 11-03-01



DATE		BY	CHKD BY	APPROVED BY	PROJECT NO.	SCALE	REVISIONS	DATE	DESCRIPTION
01/23/11		W.A.S.	A.S.S.						
01/23/11		W.A.S.	A.S.S.						

SILT FENCE

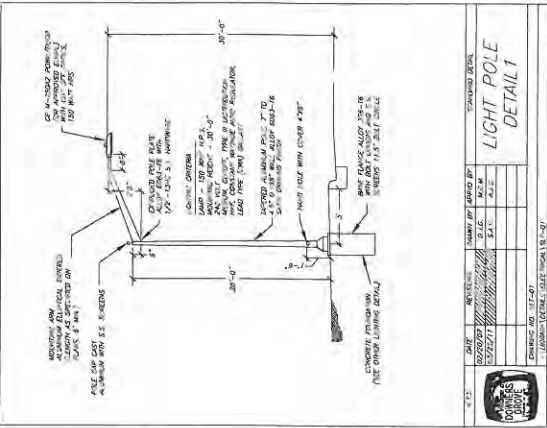
STANDARD DETAIL

DRAWN BY: W.A.S. / 11/03/10

PROJECT NO.: 11-03

SCALE: AS SHOWN

1. LITERATURE: 11-03-01



DATE		BY	CHKD BY	APPROVED BY	PROJECT NO.	SCALE	REVISIONS	DATE	DESCRIPTION
01/23/11		W.A.S.	A.S.S.						
01/23/11		W.A.S.	A.S.S.						

LIGHT POLE DETAIL

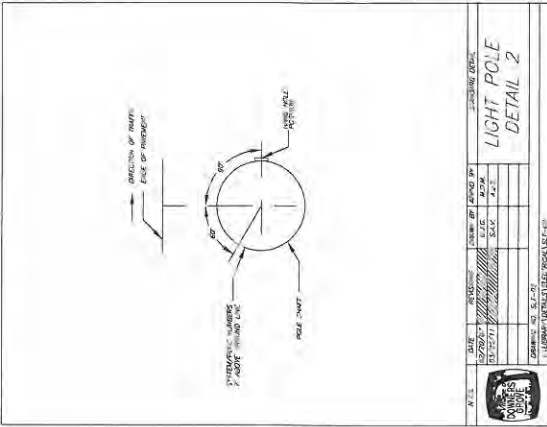
STANDARD DETAIL

DRAWN BY: W.A.S. / 11/03/10

PROJECT NO.: 11-03

SCALE: AS SHOWN

1. LITERATURE: 11-03-01



DATE		BY	CHKD BY	APPROVED BY	PROJECT NO.	SCALE	REVISIONS	DATE	DESCRIPTION
01/23/11		W.A.S.	A.S.S.						
01/23/11		W.A.S.	A.S.S.						

LIGHT POLE DETAIL 2

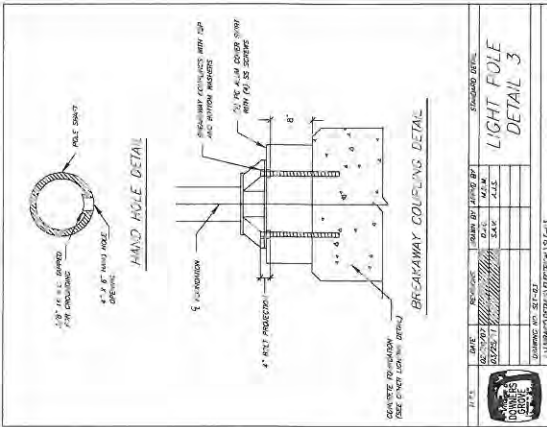
STANDARD DETAIL

DRAWN BY: W.A.S. / 11/03/10

PROJECT NO.: 11-03

SCALE: AS SHOWN

1. LITERATURE: 11-03-01



DATE		BY	CHKD BY	APPROVED BY	PROJECT NO.	SCALE	REVISIONS	DATE	DESCRIPTION
01/23/11		W.A.S.	A.S.S.						
01/23/11		W.A.S.	A.S.S.						

LIGHT POLE DETAIL 3

STANDARD DETAIL

DRAWN BY: W.A.S. / 11/03/10

PROJECT NO.: 11-03

SCALE: AS SHOWN

1. LITERATURE: 11-03-01

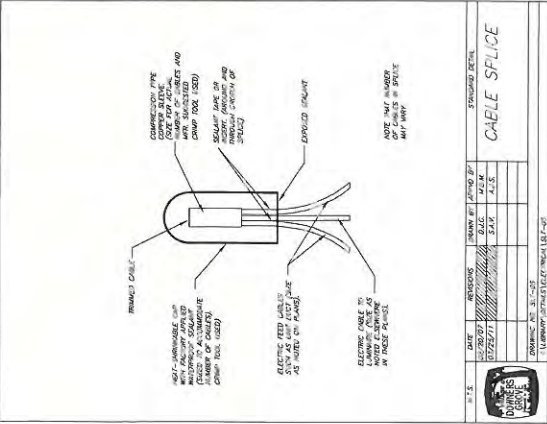
ROBINSON ENGINEERING, LTD.
 1000 SOUTH WINDY LAKE SOUTH-LAKE, ILLINOIS 60156
 (708) 481-1000
 © COPYRIGHT 2011
 ALL RIGHTS RESERVED

NELSON MEADOW
 BROOKBANK ROAD & JEFFERSON AVENUE
 CONSTRUCTION DETAILS

DOWNERS GROVE, ILLINOIS
 DRAWN BY: W.A.S. DATE: 08/24/11
 CHECKED BY: W.A.S. DATE: 11/03/11
 SCALE: 1"=30'

NO.	DATE	REVISION
1	08/24/11	ISSUE
2	08/24/11	VALUE
3	08/24/11	COMMENTS
4	10/26/11	VALUE
5	10/26/11	COMMENTS

11/03/11 W.A.S. 11/03/11 W.A.S.

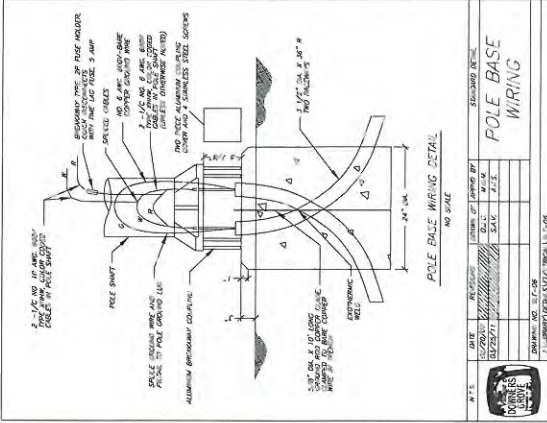


STANDARD DETAIL

CABLE SPLICE

DATE	REVISED	DESIGNED BY	SCALE
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.

1. LUMBERVILLE ELECTRIC CO. (L.E.C.)

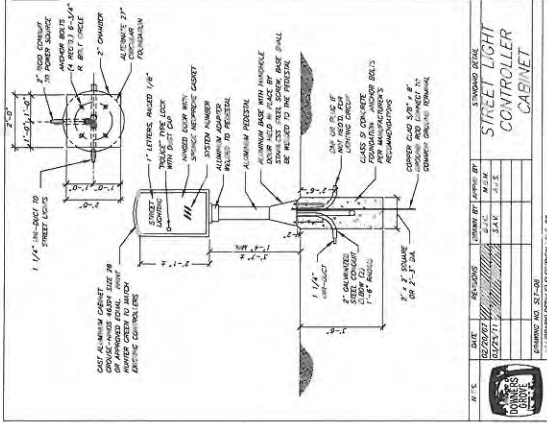


STANDARD DETAIL

POLE BASE WIRING

DATE	REVISED	DESIGNED BY	SCALE
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.

1. LUMBERVILLE ELECTRIC CO. (L.E.C.)

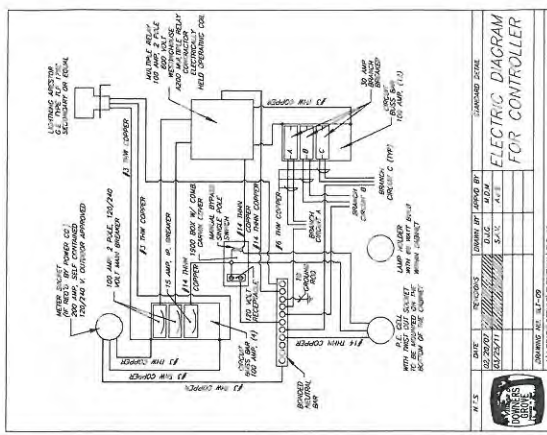


STANDARD DETAIL

STREET LIGHT CONTROLLER CABINET

DATE	REVISED	DESIGNED BY	SCALE
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.

1. LUMBERVILLE ELECTRIC CO. (L.E.C.)

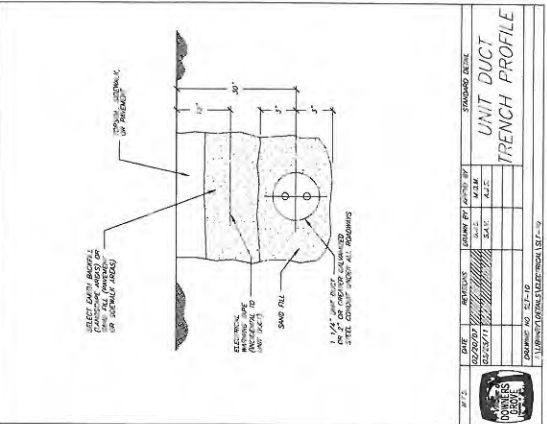


STANDARD DETAIL

ELECTRIC DIAGRAM FOR CONTROLLER

DATE	REVISED	DESIGNED BY	SCALE
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.

1. LUMBERVILLE ELECTRIC CO. (L.E.C.)

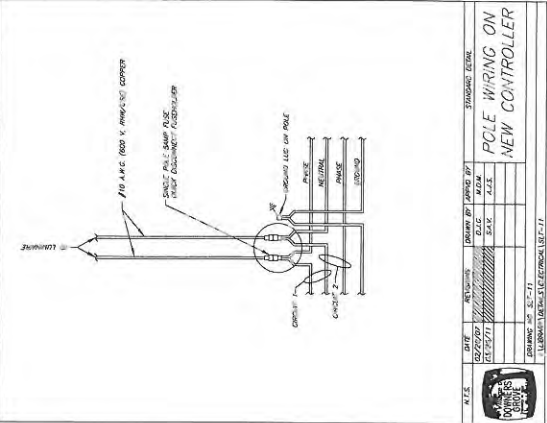


STANDARD DETAIL

UNIT DUCT TRENCH PROFILE

DATE	REVISED	DESIGNED BY	SCALE
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.

1. LUMBERVILLE ELECTRIC CO. (L.E.C.)

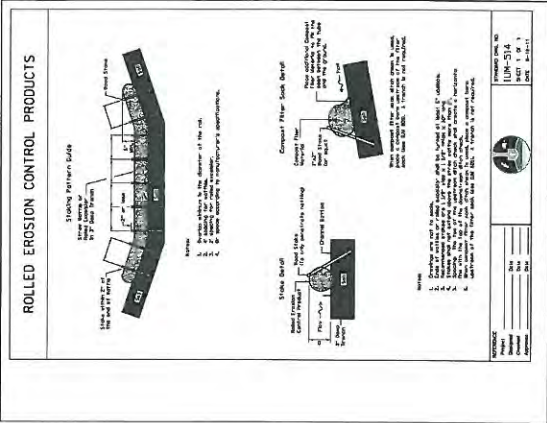


STANDARD DETAIL

POLE WIRING ON NEW CONTROLLER

DATE	REVISED	DESIGNED BY	SCALE
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.

1. LUMBERVILLE ELECTRIC CO. (L.E.C.)

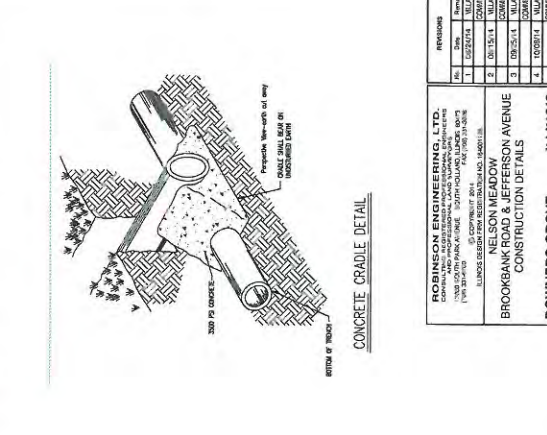


STANDARD DETAIL

ROLLED EROSION CONTROL PRODUCTS

DATE	REVISED	DESIGNED BY	SCALE
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.

1. LUMBERVILLE ELECTRIC CO. (L.E.C.)



STANDARD DETAIL

CONCRETE CRADLE DETAIL

DATE	REVISED	DESIGNED BY	SCALE
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.
10/20/57		A.S.E.	A.S.E.

1. LUMBERVILLE ELECTRIC CO. (L.E.C.)

ROBINSON ENGINEERING, LTD.
 1700 SOUTH PARK AVENUE, SUITE 100, LUMBERVILLE, ILLINOIS 62450
 LUMBERVILLE, ILLINOIS 62450

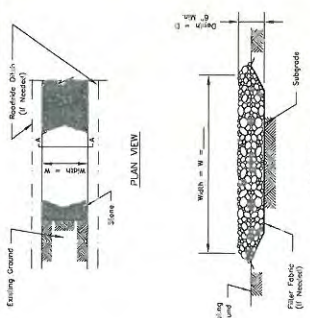
NELSON MEADOW
 BROOKBANK ROAD & JEFFERSON AVENUE
 CONSTRUCTION DETAILS

DOWNERS GROVE, ILLINOIS

Drawn by: L.L.KAVITA Date: 08/21/14
 Checked by: W.J.C. Scale: 1"=3'-0"
 Sheet: 19 of 20 Project No.: 102762-01

1599-01-10-14-01 - DT-1508

CONSTRUCTION ROAD STABILIZATION



- NOTE:**
1. Filter fabric shall meet the requirements of material specification 592 (GOTEX), L, the backing of fabric, and the following DOT approved geotextile fabric:
 - a. DOT 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
 2. The fabric shall be installed in accordance with the manufacturer's instructions.
 3. The fabric shall be installed in a continuous manner without any joints or overlaps.
 4. The fabric shall be installed in a manner that allows for proper drainage.
 5. Reinforcing mesh shall follow the contour of the natural terrain to the extent practicable.

REFERENCE: ILL-306

DATE: 11/11/11

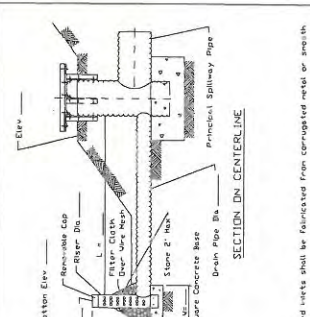
PROJECT: 11-001

SCALE: 1" = 10'-0"

REVISIONS:

No.	Description	Date

SEDIMENT BASIN DEWATERING DEVICE



- NOTE:**
1. Filter cloth shall be fabricated from corrugated metal or smooth steel.
 2. Filter cloth shall be cut cleanly and deburred (top or built) by hand or machine.
 3. Maximum particulate size of dirt run sand and gravel with the filter cloth shall be 1/8" (1.25 mm).
 4. Fabricated or standard stone, fabricated or standard size with the filter cloth shall be 2" (50 mm) maximum size.
 5. The filter cloth shall be supported by a frame of 1/2" (12.5 mm) diameter pipe.
 6. Drain pipe shall be the same material and gauge of the applicable filter cloth.
 7. All framing and site shall be as shown on standard drawing IL-308.
 8. Loading shall be as shown on a standard drawing IL-308.

REFERENCE: ILL-615

DATE: 11/11/11

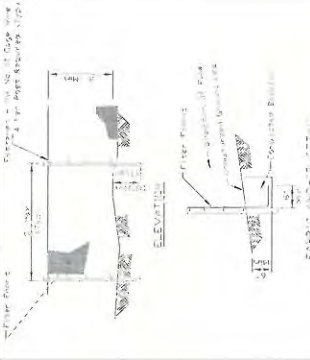
PROJECT: 11-001

SCALE: 1" = 10'-0"

REVISIONS:

No.	Description	Date

SILT FENCE PLAN



- NOTE:**
1. Filter cloth shall be fabricated from corrugated metal or smooth steel.
 2. Filter cloth shall be cut cleanly and deburred (top or built) by hand or machine.
 3. Maximum particulate size of dirt run sand and gravel with the filter cloth shall be 1/8" (1.25 mm).
 4. Fabricated or standard stone, fabricated or standard size with the filter cloth shall be 2" (50 mm) maximum size.
 5. The filter cloth shall be supported by a frame of 1/2" (12.5 mm) diameter pipe.
 6. Drain pipe shall be the same material and gauge of the applicable filter cloth.
 7. All framing and site shall be as shown on standard drawing IL-308.
 8. Loading shall be as shown on a standard drawing IL-308.

REFERENCE: ILL-615

DATE: 11/11/11

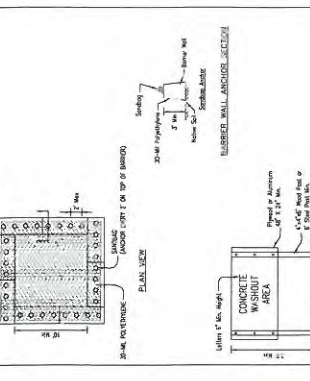
PROJECT: 11-001

SCALE: 1" = 10'-0"

REVISIONS:

No.	Description	Date

TEMPORARY FACILITY - BARRIER WALL



- NOTE:**
1. Minimum temporary concrete washout barrier wall shall be 18" high and 12" thick.
 2. Barrier wall shall be spaced approximately 10' on center.
 3. Barrier wall shall be spaced approximately 10' on center.

REFERENCE: ILL-306

DATE: 11/11/11

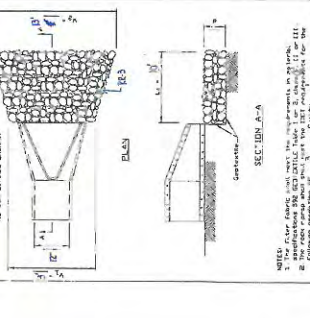
PROJECT: 11-001

SCALE: 1" = 10'-0"

REVISIONS:

No.	Description	Date

PIPE OUTLET TO FLAT AREA



- NOTE:**
1. The filter fabric shall meet the requirements of material specification 592 (GOTEX), L, the backing of fabric, and the following DOT approved geotextile fabric:
 - a. DOT 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
 2. The fabric shall be installed in accordance with the manufacturer's instructions.
 3. The fabric shall be installed in a continuous manner without any joints or overlaps.
 4. The fabric shall be installed in a manner that allows for proper drainage.
 5. Reinforcing mesh shall follow the contour of the natural terrain to the extent practicable.

REFERENCE: ILL-306

DATE: 11/11/11

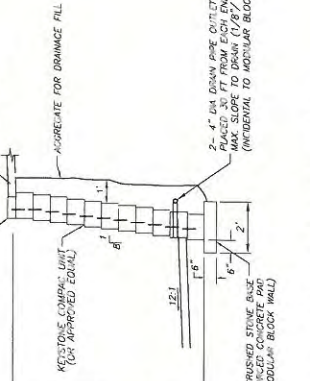
PROJECT: 11-001

SCALE: 1" = 10'-0"

REVISIONS:

No.	Description	Date

COMBINATION INLET FRAME GRATE, CURB BOX



- NOTE:**
1. Available with 2" (50 mm) curb box or 4" (100 mm) curb box.
 2. Frame Curb Boxes available when page 1.11.

REFERENCE: ILL-306

DATE: 11/11/11

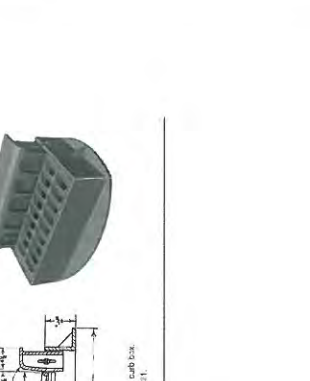
PROJECT: 11-001

SCALE: 1" = 10'-0"

REVISIONS:

No.	Description	Date

TYPICAL REINFORCED SECTION



- NOTE:**
1. The filter fabric shall meet the requirements of material specification 592 (GOTEX), L, the backing of fabric, and the following DOT approved geotextile fabric:
 - a. DOT 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
 2. The fabric shall be installed in accordance with the manufacturer's instructions.
 3. The fabric shall be installed in a continuous manner without any joints or overlaps.
 4. The fabric shall be installed in a manner that allows for proper drainage.
 5. Reinforcing mesh shall follow the contour of the natural terrain to the extent practicable.

REFERENCE: ILL-306

DATE: 11/11/11

PROJECT: 11-001

SCALE: 1" = 10'-0"

REVISIONS:

No.	Description	Date

ROBINSON ENGINEERING, LTD.
 1000 SOUTH PARK AVENUE, SUITE 100, BLOOMINGTON, ILLINOIS 61820
 TEL: (312) 398-1111 FAX: (312) 398-1112
 WWW.ROBINSONENGINEERING.COM

PROJECT: NELSON MEADOW
 BROOKBANK ROAD & JEFFERSON AVENUE
 CONSTRUCTION DETAILS

CLIENT: ILLINOIS
 DOWNERS GROVE, ILLINOIS

DATE: 08/24/14
SCALE: 1" = 30'
PROJECT NO.: 14-001
DATE PLOTTED: 11/23/14

NO.	DATE	REVISION
1	08/21/14	ADD SHEET
2	08/21/14	ADD SHEET
3	08/21/14	ADD SHEET
4	10/03/14	ADD SHEET
5	10/03/14	ADD SHEET
6	10/03/14	ADD SHEET
7	10/03/14	ADD SHEET
8	10/03/14	ADD SHEET
9	10/03/14	ADD SHEET
10	10/03/14	ADD SHEET



Engineer's Estimate of Probable Cost

Project: Nelson Meadow
 Location: Downers Grove, IL
 Project #: 14-276

Prepared: WJC
 Reviewed:
 Dated: 05/20/14
 Revised: 10/08/14

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1 Demolition, Excavation & Erosion Control					
1.01	Tree Clearing	1.00	LS	\$2,500.00	\$2,500.00
1.02	Cleaning & Grubbing	4.59	Acres	\$1,500.00	\$6,885.00
1.03	Topsoil Stripping	4.59	Acres	\$2,000.00	\$9,180.00
1.04	Earthwork	2900.00	CY	\$5.00	\$14,500.00
1.05	Excess Haul off	13,600	CY	\$30.00	\$408,000.00
1.06	Silt Fence	1300	LF	\$2.50	\$3,250.00
1.07	Construction Entrance	1	LS	\$2,500.00	\$2,500.00
1.08	Inlet Protection	17	EA	\$150.00	\$2,550.00
SBTL					\$449,365.00
2 Storm Sewer					
2.01	12" RCP Storm Sewer	957	LF	\$40.00	\$38,280.00
2.02	15" RCP Storm Sewer	231	LF	\$45.00	\$10,395.00
2.03	18" RCP Storm Sewer	380	LF	\$50.00	\$19,500.00
2.04	21" RCP Storm Sewer	86	LF	\$55.00	\$4,730.00
2.05	24" RCP Storm Sewer	40	LF	\$60.00	\$2,400.00
2.06	12" FES	3	EA	\$750.00	\$2,250.00
2.07	24" FES	1	EA	\$850.00	\$850.00
2.08	Inlet	5	EA	\$1,000.00	\$5,000.00
2.09	Manhole	6	EA	\$2,500.00	\$15,000.00
2.10	Catchbasin	14	EA	\$3,000.00	\$42,000.00
2.11	Rip Rap	75	SY	\$45.00	\$3,375.00
2.11	Control Structure	1	EA	\$5,000.00	\$5,000.00
SBTL					\$148,780.00
3 Sanitary Sewer					
3.01	PVC Sanitary Sower	260	LF	\$35.00	\$9,100.00
3.02	48" Manhole	3	EA	\$2,500.00	\$7,500.00
3.03	Service Connection	10	EA	\$1,000.00	\$10,000.00
3.04	Connect to Existing	2	EA	\$1,500.00	\$3,000.00
SBTL					\$29,600.00
4 Watermain					
4.01	8" DIP Watermain	1221	LF	\$65.00	\$79,365.00
4.02	Valve & Vault	4	EA	\$4,500.00	\$18,000.00
4.03	Service connectiosn	10	EA	\$2,000.00	\$20,000.00
4.04	Fire Hydrant	3	EA	\$4,000.00	\$12,000.00
4.05	Chlorination & Testing	1	LS	\$5,000.00	\$5,000.00
SBTL					\$134,365.00
5 Paving					
5.01	Curb & Gutter	1382	LF	\$15.00	\$20,730.00
5.02	1.5" HMA Grind and Overlay	504	SY	\$8.00	\$4,032.00
5.03	New Asphalt Roadway	2225	SY	\$45.00	\$100,125.00
5.04	Existing Asphalt Driveway Remove and Replace	155	SY	\$45.00	\$6,975.00
5.04	Striping	1	LS	\$500.00	\$500.00
5.06	PCC Sidewalk	800	SY	\$45.00	\$36,000.00
SBTL					\$168,362.00
6 Miscellaneous Construction					
6.01	Retaining Walls	1730	SFF	\$25.00	\$43,250.00
6.02	Street Lights	5.00	EA	\$5,000.00	\$25,000.00
SBTL					\$68,250.00

Total Itemized Cost	\$998,722.00
Add 10% for Contingencies	\$99,872.20
TOTAL CONSTRUCTION COST	\$1,098,594.20

Notes:

- 1) Estimate does not include permit fees.
- 2) Estimate does not include landscaping.

This Statement was prepared using standard cost estimating practices. It is understood and agreed that Robinson Engineering, LTD (REL) has no control over costs or the price of labor, equipment or materials, or over the Contractors method of pricing, and that REL's opinions of probable construction costs are to be made on the basis of REL's qualifications and experience. REL makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.



Preliminary Cost Estimate for Landscaping/Best Management Practices at Nelson Meadows

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit/Cost</u>	<u>Extension</u>
38	each	Cornus sericea 'Islanti'	\$80.00	\$3,040.00
10	CY	Mulch	\$60.00	\$600.00
8	each	Stormwater Managanment Area Sign	\$175.00	\$1,400.00
0.57	ac	Turf Seed and Erosion Control Blanket	\$5,200.00	\$2,964.00
0.22	ac	Low Pro Prairie Seed Mix and Erosion Control Blanket	\$7,800.00	\$1,716.00
0.05	ac	Wet Meadow Seed Mix and Erosion Control Blanket	\$7,600.00	\$380.00
0.24	ac	Emergent Seed Mix and Erosion Control Blanket	\$6,900.00	\$1,656.00
			TOTAL	\$11,756.00



Municipal Expertise. Community Commitment.

Nelson Meadow Construction Schedule

Mobilization	April 1 st , 2015
Install Erosion Control	April 2 nd , 2015
Mass Earthwork	April 6 th , 2015
Underground Utilities	May 4 th , 2015
Fine Grade Roadways	May 26 th , 2015
Pour Curbs	June 15 th , 2015
Paving	July 13 th , 2015

Dates subject to change based on actual construction start date and also weather conditions.

All sidewalks will be installed at the completion of each individual lot or no later than November, 2016
Final asphalt roadway surface course will be installed once all lots are completed or no later than November, 2016.



Municipal Expertise. Community Commitment.

R:\2010-2014\2014\14-276\Construction Schedule.docx

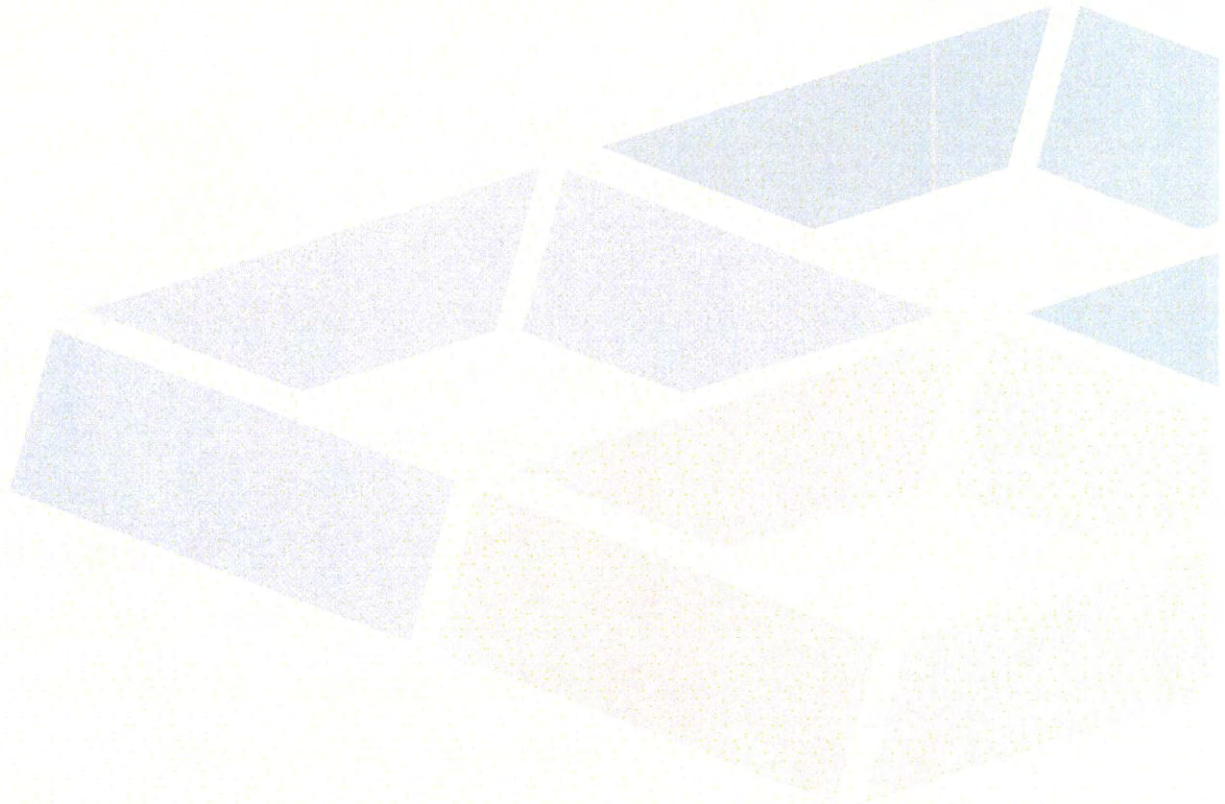


EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of _____, 20__ and is entered into between _____ a _____ ("Assignor") and _____, a _____ ("Assignee").

WHEREAS, the Village of Downers Grove and _____ ("Developer") entered into the _____ Subdivision Improvement Agreement, dated _____, 20__, (as it may be amended, modified or supplemented from time to time, the "Agreement"), regarding the real property or a portion of the real property described on the attached Exhibit A, which Agreement was recorded by the DuPage County Recorder of Deeds on _____, 20__, as Document No. _____; and

WHEREAS, Assignor became a party to the Agreement pursuant to an Assignment and Assumption Agreement dated as of _____, 20__, which Assignment and Assumption Agreement was recorded by the DuPage County Recorder of Deeds on _____, 20__, as Document No. _____; and

WHEREAS, Assignor desires to assign all or a portion of its right, title and interest in and to the Agreement to Assignee and Assignee desires to accept said assignment and assume all or a portion of Assignor's liabilities and obligations related to or arising under the Agreement.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) Assignor does hereby assign, transfer, and convey unto Assignee all or the portion as set forth in Exhibit A hereto, of Assignor's right, title and interest in and to the Agreement and any benefits hereafter derived thereunder and (b) Assignee does unconditionally hereby assume and promise to pay and perform

in full, from and after 12:01 a.m. on the date first written above, all, or the portion as set forth in Exhibit A hereto, of the obligations and liabilities of Assignor related to or arising under the Agreement.

This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date first written above.

ASSIGNOR:

By: _____

Its: _____

ASSIGNEE:

By: _____

Its: _____

CONSENT AND RELEASE

The undersigned, being the remaining parties to the Agreement referred to above, do hereby consent to the above Assignment and Assumption Agreement and forever releases the above Assignor (together with its successors, assigns, heirs and personal representative, as the case may be, other than Assignee) from the liabilities and obligations related to or arising under the Agreement as set forth in Exhibit A.

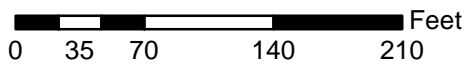
Executed this ___ date of _____, 20__.

By: _____

Its: _____

By: _____

Its: _____



Nelson Meadow Subdivision - Location Map





9501 West 144th Place, Suite 205
Orland Park, Illinois 60462-2563
Telephone: (708) 448-8141
Facsimile: (708) 448-8140

DAVID B. SOSIN*
GEORGE J. ARNOLD†
GEORGE L. SCHOENBECK
STEVEN D. MROCZKOWSKI
JWAN L. ARNOLD
CHRISTINE A. WALCZAK

Of Counsel:
TIMOTHY G. LAWLER

*Also admitted in Indiana
†Also admitted in Wisconsin

DAVID B. SOSIN
dsosin@sosinarnold.com

MEMORANDUM

To: David Fieldman, Village Manager
cc: Stan Popovich, AICP, Senior Planner
Village of Downers Grove, Illinois
801 Burlington Avenue
Downers Grove, IL 60515

From: David B. Sosin

Date: October 30, 2014

Re: **Nelson Meadow Subdivision**

This Memorandum is intended as the developer's summary of the neighbors meeting regarding the Nelson Meadow Subdivision.

Pursuant to notice to fifty-four (54) households, we met with twenty-one (21) neighbors at the Belmont Golf Club meeting room on October 29, 2014 at 7 p.m. The meeting lasted approximately an hour-and-a-half. The meeting commenced with the presentation from the undersigned to the developers. We first reviewed the status of this project as a fully-approved zoned and subdivided property. We advised the neighbors that the petitioners were proceeding with development and, as such, needed final engineering approval, with some changes dictated by recent developments regarding detention requirements and Village comments on final engineering. I expressed to the neighbors that we have all inherited a project that is far down the road. New detention requirements have changed and increased the detention, and removed one lot. The fundamental plan remains intact. We also reiterated to the neighbors that the final decision has been made that Carpenter will be the staging area. We believe that the neighbors on Brookbank in attendance were happy. The neighbors on Carpenter were less enthusiastic. One neighbor commented that he felt that the Carpenter street was not as fundamentally unsound for the approximately 600 truckloads that will be hauling 13,600 cubic yards of excess fill off the site.

The neighbors were advised that adherence to the approved engineering plans would be in all parties' best interests. They also are aware that prior to construction security will be submitted

MEMORANDUM

October 30, 2014

Page 2

to the Village in the form of a letter of credit, and that numerous Village inspections will take place.

William Cussen, the developer's engineer from Robinson Engineering, gave a detailed description of the phasing of the project. He advised the neighbors that the initial activity would deal with dirt-work and hauling, and that the detention pond would be a first priority. Shortly thereafter, the cutting of the perimeter streets of Brookbank and Jefferson would begin, with utility hook-ups following thereafter. Mr. Cussen described in detail how the phasing and the construction would be designed to, not eliminate, but to minimize the inconvenience to the surrounding property owners. In short, he iterated the following:

1. That temporary parking would be provided with an accessible cul-de-sac into the subdivision as a parking area for Jefferson residents;
2. That water taps would and utility taps would result in minimal interruptions of service;
3. That, per the Village request, new water service to the buffalo-boxes from the new water main would provide increased water pressure and reliability;
4. That the aging water main of more than 60 years would be eliminated; and
5. The entire area would have perimeter fencing for safety and security.

Questions were asked regarding driveway access, water flow, scheduling, tree preservation, and the reliability of the developer.

A substantial discussion was held regarding the placement of a sidewalk from Carpenter to the Jefferson residences. The developer indicated that that was not in the plans and was not planned. John Schofield, a resident, had numerous questions regarding that issue, as well as children's safety. The plan was reviewed to show where fencing would go on retention walls, and where retention walls would be placed without fencing. All of those decisions would be dictated by the Village Code per the representation of Mr. Cussen. The developer indicated that no sidewalk or any improvement was planned to the 7½ ft. area adjacent to the black walnuts from Carpenter to Jefferson Street. He also indicated that no changes to increase the easement is contemplated.

At the conclusion of the meeting, the neighbors who adjoin the easement area from Carpenter to Jefferson, the Mazers, approached the developer and indicated that they **do not want** any sidewalk on or adjoining their property or adjacent to the walnuts. Mr. Schofield indicated that that was a key issue, and he did, strongly, recommend the installation of a sidewalk.

MEMORANDUM

October 30, 2014

Page 3

The discussions after the meeting concluded at approximately 8:45 p.m.

Respectfully submitted,

SOSIN & ARNOLD, LTD.

A handwritten signature in blue ink, consisting of the letters 'D', 'B', and 'S' in a stylized, cursive font.

David B. Sosin, Attorney for the Developer

DBS/ap