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

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

- o 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.
- o Updated the installation schedule for public improvements.
- o 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.
- o 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.
- o The stormwater detention basin has been modified from a dry-bottom basin to a naturalized basin
- o 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.
- o 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.
- o 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.
- o 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

- o The tree language in the 2014 SIA is consistent with the original 2006 SIA
- o 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.
- o 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
- o 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
- o 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:
 - o 7 on west side of Carpenter Street
 - o 7 on both sides of Nelson Court
 - o 7 on north side of Jefferson Street
 - o 7 on east side of Brookbank Road
 - o 6 on west side of Brookbank Road

Construction Entrance

- o The construction entrance will be located on Carpenter Street as proposed in 2006 and as shown in the 2014 SIA exhibits.
- o 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.
- o 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

- o 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.
- o 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.
- o The Village truck weight limits will be enforced.
- o 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.

Passed:		_	Mayor	
Attest:				
7	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. <u>INCORPORATION OF PREAMBLE</u>.

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

2. <u>INSTALLATION OF IMPROVEMENTS.</u>

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. <u>SECURITY FOR PROJECT IMPROVEMENTS.</u>

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.

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. <u>REDUCTION OF SECURITY.</u>

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. <u>INSURANCE</u>.

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.

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.

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
	is. Wayor
ATTEST:	
Its: Village Clerk	
	DEVELOPER
	By: DOO BAINO
ATTEST:	

1\mw\agr.14\NelsonMeadow_SIA_11-06-14-ck

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 HOMAS WAKE MANAGING PROF DOWNERS GROVE TOM REAL ESTATE ("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 TH day of November 2014.



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)

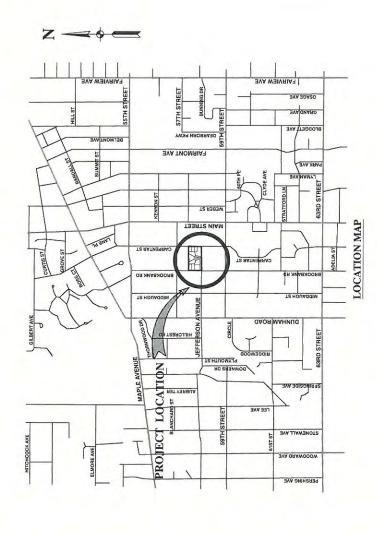
09-17-108-024 - 5740 Carpenter St

09-17-108-025 - 5736 Carpenter St

09-17-108-026 - 5732 Carpenter St

NELSON MEADOW

DOWNERS GROVE, DUPAGE, ILLINOIS



INDEX OF SHEETS

1	COVER SHEET
24	GENERAL NOTES
'n.	EXISTING CONDITIONS & DEMOLITION PLAN
6.	GEOMETRIC PLAN
7.	GRADING PLAN
00	UTILITY PLAN
6	PLAN & PROFILE-BROOKBANK ROAD
10.	PLAN & PROFILE-JEFFERSON AVENUE
11.	PLAN & PROFILE-NELSON COURT
12.	LIGHTING PLAN
13.	EROSION CONTROL PLAN
1420	1420. CONSTRUCTION DETAILS

ORIGINAL DATE	REVISIONS	VILLAGE COMMENTS	VILLAGE COMMENTS	VILLAGE COMMENTS	SANITARY DISTRICT COMMEN	
08/24/14		08/15/14	09/25/14	10/08/14	10,28/14	
		-	is.	e	4	

OWNER DOWNERS GROVE TPM, 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 (847) 250-5635





0.000 000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.



PROJECT NO. 14-276_01

BENCH MARK.
BROW WEND CONTROL OF THE SOPPREST OWERS IF THE PROPERTY OWER IS THE SOPPREST OWER IS THE SOPPREST OWER IS THE SOPPREST OF THE SOPP

JOINT UTILITY LOCATING FORMATION FOR EXCAVATORS

Call: 811 OR 1-800-892-0123

BENCH MARK:
BESCHIOHE, BOND AT THE HORTHEST COREST OF THE
BESCHIONES STATIN IS LOUDED AT THE HORTHEST COREST OF THE
BESCHIONES STATIN IS LOUDED AT THE HORTHEST COREST OF THE STATIN
AROUS INNES WARTH AND RECOVERS SATIN STREET OF THE LOST STATIN
AROUS INNES WARTH AND RECOVERS SATIN STREET OF THE LOST STATIN
OF THE OFFICE AND SATING THE ADMINISTRATING THE ADMINISTRATING THE ADMINISTRATING STATING THE ADMINISTRATING STATING STATING THE ADMINISTRATING STATING STA

Robinson ENGINEERING

I, The CONTROLLOR SIGN, NOTITY THE CITY/MILAGE, THE OWNER AND THE ENGNEEN AT LEAST 48 HOURS IN AGNINIES, OF THE STRING STRUCTURE. THE CONSTRUCTION SMALL BE UNDER THE GENERAL INSPECTION OF THE CITY/HILAGE BLONETR AND THE OWNER'S ENGNEER.

2. THE STANDARD SPECIFICATIONS COVERNING THIS PROJECT ARE THE FOLLOWING

VILLEE SE LOOKED CONTROL CONTROL (FLUCK CONTROL CONTRO

WHERE A CONTRAUCTION COCURS WITH ANY PART OF THE STANDARD SPECIFICATIONS. THE MOST STRANGENT REQUIREMENT SHALL TAKE PRECEDENCE, AS DETERMANED BY THE ENGINEER.

TO COURTICITIES FOR SHALL BY GOTO TO CONSTRUCTIVE WAREST SHEETING WANTED THE CONSTRUCTIVE THROUGH TO COURTICITIES SHALL SHEETING WAS NO COURTICIES WITHOUT THE WAS NO COURTICIES WAS NO COURTICIES.

4. SM, BOBNE, REPORTS, ARE ANALARE. AT THE EPTIC OF THE OWNER, AND ARE LOLEN' FOR THE PROBABITION AND MEMOCAL OF THE CATEGORY. AND THE OWNER AND EDIDORS WERE NOT EXCHANGE THE RECORD AND THE CATEGORY OF THE THE PARK HER WAS ACCOUNTED. AND THE CATEGORY OF THE PARK HER THE PARK HER WAS ACCOUNTED. AND THE PARK HER PARK H

THE OWNERS'S ENGINEER WILL DETAIN THE NECESTARY APPLICACES FORM THE FOLLOWING MEDICES.
A NUMBER OF OWNERS ADMITS TO PROTECTION ADDIT (1994) WHERE JUST SCHED DEPARTMENTS.
C. THE LUMBER STRANGHAMENT OF TRANSPORTATION (2007)

ANTICLES SALL BE APPLICATE TO CONTRACT STATES TO CONTRACT TO CONTRACTOR ALCO A REQUIS THE STREET OF LINEARINE AND STATES AND STATES AND STATES TO CONTRACTOR ALCO A REQUISION TO STATE AND STATES TO CONTRACTOR ALCO A REQUISION TO STATE AND STATES AND STAT

VOT ALL DUI, FONES ON TILDRANK LINES, WEDNER ABNE ON BELOW ORDUND, WAIR SENS JADONN ON THE PLANE. THE CACHON OF EXTING WAIRSTONION OUTBOARD WAIRS AND AN ON THE FLANE. SENS EXPENSES AND THE SET OF SENS AND AN ON THE FLANE. THE PROPERTY OF THE CONTRIBUTION OF THE CONT

All CONTROLTES, AND DESS SIZZIPATIONS FULLY DESCRIPTION DESCRIPTION MEMORYTHE AND ALL MEMORY RESURRED FROM ANY RECURSTRY ACT IS QUESTION WITH TIGHT CONTRICTION, INSTITUTION, AND TERMIT CE TO NO. CHARGE REPORT OF DESCRIPTION, AND THEN A VENDRAL MEMORY SIT WHICH CONTRICTION, INSTITUTION, AND TERMIT TO THE SIZZIPATION AND THE PROPERTY OF THE PROPERTY OF

ELECTRE, TELEPHONE, NATIONAL CAS, AND OTHER TITLUT COMPANES, HAVE UNGENICATION AND JAKE DIFFICIENT OF THE PROPRIET FOR THINGS THE LITTLE STEPPOMER FOR MANIES THE UTILITY OF THE COMPANIES CALCULAR FOR THE COMPANIES CALCULAR AND SHALL ALSO DE RESTRUCTION AND SHALL ALSO DE RESTRUCTION AND SHALL AND DESCRIPTION OF THESE FACULTES. THE CONFINCACION SHALL CALL JULIE, AT (800) 892-0153 FOR INTUITION. COLONIANS.

THE CARRENTS WALL FOLD SERV PLOTONS ELECTRICAL MATERIA, WAS 28 E.S. DESIGN UNITED AND INSUCTINES, OCCUPANT SEAL MATERIAL PROMINES, AND ADDRESS AND ADD

EASEMENTS FOR THE EXISTING UNLITES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS—OF—NAY ARE THOMAN ON THE PLANS ACCORDING TO A MULTILE RECORDS,

12. THE LEWISER AND LINES HE OF WEST-SERVER FOR THE CONTRIBUTIONS LIVED, WATHOUS, TRANSLESS ON MONOSITIVES, INTEG OF PERFORMANCE REPORTED OF THE ANY SELECT PRECAUTIONS LIVED OF THE DORINANCE OF THE ANY SELECT PRECAUTIONS LIVED OF THE DORINANCE OF THE ANY SELECTION OF THE CONTRIBUT DOCUMENTS AND SEPECIATIONS.

13. ALI WORK PERPRAND UNDER THIS CONTRALT SHALL BE CURRANTED AGAINST ALL DETECTS IN MATERIALS AND MANAXISHE OF MATERIAR INTURE BY THE CONTRACTOR AND HIS SUBSTITE FOR A PERSON OF 1, MATERIAR FROM THE DATE OF PROMISE, OF THE WORK FIRST THE CONTRACTOR FIRST AND OHIER APPLICAGE CONTRAMENTAL ACCORDING. THE CONTRACTOR WIL BE REGURED TO REPLACE IN KND ALL SURFACE FEATURES'S DAMASED ON REDOVED INCLUDING, BI TI INDERTO, CORRO AND GUTTER, STREET PANING, SUCTIVALKS, CHWES, LAWINS, TREES, PROPERTY PINS AND, OR MANUMENTS TI INDERTAL 11. WRICE CORRANGING BRINGERS WITHOUT POPORTIONS OF CONTRICTION TO BRINGERS AND BRINGERS SHALL BY TRANSPORT OF CONTRICT THE STALL BY CHARGE SHALL BY CHARGE SH

16. REMONED PARCHENT, SIDEMALK, CURB AND GUTTER, ETC., SHALL BE DISPUSED OF LEGALLY BY THE CONTRACTOR, IF ONSITE DISPOSAL IN NOT PEXSILE..

17. ALL PERMAENT PYRE PARCHET OR DOTHER THE STREAMMENT BENEGITTY PROGRAMMENT AND ALL THE STREAMMENT OF STREAMS DIVINE STREAM STREAMS DIVINE S

The Commercing self-united accounting responsible of the Commercing self-united programmes of the Commercing self-united responsible self-united respo

ALL DUTING THEFT CASE, STEET SHEET, TO, MOST SHEETER THE ALL DESCRIPTIONS AND ON THE PROPERTY OF ALL DUTING THE ALL DESCRIPTIONS AND ON THE PROPERTY STEEL SHOWS SHEETER SHOWS THE PROPERTY OF ALL DUTING THE ALL DUTING THE CONTINUES OF ALL DUTING THE PROPERTY SHEETER SHOWS THE PROPERTY OF ALL DUTING THE ALL DUTING THE CONTINUES OF ALL DUTING THE PROPERTY OF ALL DUTING THE ALL DUTING THE PROPERTY OF ALL DUTING THE PROPERTY OF

More construction of the construction and undergreened to the construction of the construction of both which the construction of both which the short with the construction of the constru

23. ALL RED THE REQUESTED SHAPE CONTRACTION REPORTS OBJECT FOR THE RECORDERS OF THE RESPONSE OF THE RED A PROPERCY DENIES OF THE RESPONSE OF T We Weeker Dajek Cheriperton vertweeker, and Voca Witten, a capacitron in 16 course und of definitions pressures structures, under the such that the walleak flow lives to warfe is destination. This Lorde wasternia the section of the such that the such wasternia to the such such as the such as

24. PE CARRACTOR SAUL COMPY MIN ALL STATE AND PELBAL, SPETY PECUATION, AS DUTHED. IN THE LATEST PROSPECE OF THE TIGHAL OPSTREAMING SPETS AND AND STATEST PROBLEM PROGRAMMS AND AND COLOMBINGS. BY COCOMMING, SPETY AND HELF HAMPSTRAIN (GNA) STROMMS OF THE WILLAWS STELLED COCOMMING, HER SPETY AND HELF HAMPSTRAIN (GNA) STROMMS OF THE WILLAWS STELLED STATEST AND THE STATEST AND STAT

25. WHENEVER THE PERFORMANCE OF WORK IS INDICATED ON THE FLANS, AND NO ITSM IS INCLUDED IN THE CONTRACT PROPERTY. THE WORK SHALL BE CONTRACT, AND THE ALLOSTIC TO THE CONTRACT, AND THE ALLOSTIC TOWN WILL BE TALLOSTIC.

28. HE VILLES OF DOINGES CROSS OND OPERATE, THISTIC SIGNALS, STREET LIGHT AND CABLE IN THE WORMY OF EVEN THE CONTROLLES SERVINGES SHOULD OF AN ADMINISTRY SHOWN TO SEAVINGE AS MUDGINGS, SUMME WAS CHOOLINGS. FROM THE CREAMINE AS WIT LICEATURE WITH THE PUBLIC SHOWING SHOWING SHOWING THE SEAVINGS.

23. USE AND GROSS TRACES HELD SET ON THE AND OFF HER WHY BY THE SERVICES IT THE ROWER DEPOSITS. CONTRICTING SERVICES IN THE CONTRICTING SERVICES IN THE REPOSIT OF THE AND SERVICES IN THE SER

ALL TEAS NOTED ON THE PLAN. TO BE REMOVED AR OTHER ITEMS NOT SECONDALLY HOTED NECESTANY TO BE REMOVED ON THE PROPOSED WITHOUT BE DEMOVED WHICH BE THE WOLD WITHOUT BE DEMOVED WHICH BE WELL WITHOUT BE DEMOVED WHICH BE AND THE WITHOUT BE WELL WHICH BE REPOVED WHICH BE WELL WHITH BE WELL WHICH BE WELL WHITH BE WEL

A ALL TRUES, STUMPS, BRUSH, PROTS AND OTHER OBLECTIONALE MATERIAL SHALL DE CUT, L'AUBBED, SEMONEL AND OBPOSSED DE OFFICEATE FROM THE MELGE OFLINEATED ON THE PLANT. ALL CLEARNIC AND GRUBBING SHALL BE ARPROYED BY THE ENOPHER.

* THES OR DORPE, OF THESE SHOWN OF WEIGHTED ON BELLOW IT THE OWNER, SHOUTHERN THE OWNER, SHOUTHERN THOU BUNGER THE ALL TOWNER OF DEPENDENT OF THE PROPERTY OF THE OWNER, THE ALL TOWNER OF THE WORLD NA A LONGER OF THE OWNER OWNER

4. AREAS CUTING THE UNITS OF DISTUMBAINE SHALL BE PROTECTED FROM DAMAGE AND IN EQUIPMENT OR MATERIALS SHALL BE STICKED IN THESE AREA. NO STUMPS, TREE. LIMB. GA BRUSH SHALL BE BURBED IN ANY FILLS OR EMBANIMENTS.

6. CLEAING, IREE REMOND, THEE PROTECTION, THEE CHEE, HEPAIR AND REPLACEMENT OF 201H EXISTING AND NEW PLANT WHERM, SHALL THE IN ACCORDANCE WITH SECTION 201 OF THE ILOT, STANLING SPECIFICATIONS,

7. PLANING AND CARE DE WICHDY PLANTS SUCH AS TREET SHRUBS, ETC. SHALL BE IN AUXORIGANCE WITH SECTION 253 OF THE LID.O.T. STANLARD SPECIATIONS

A STRIPPING OF TOPSOIL FROM ALL STYRET, PRINTING LOT, RICHT-FPRINT, BUILDING FAIR, AND STHER DESIGNATED STRUCTURAL AREAS. MORK UNDER THIS SECTION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING.

B. STONDWING OF TROSEAL AL CLARINES AS DESCRIBED OF the GROWING LIPPURS SCHOOL FOR THE USE WAS DESCRIBED TO A STONE WHICH STANDS AND THE THOU LIMES FOR LIMES AND THE THOU THE CONTRIBUTION OF THE THOU LIMES AND WASTE PROSEDING INCLUDED CONTRIBUTION OF THE STONE WAS DESCRIBED AND THE THOUGHT OF THE STONE WAS AND THE WASTE WASTE WAS AND THE WASTE WAS AND THE WASTE WAS AND THE WASTE WASTE WASTE WASTE WAS AND THE WASTE WASTE WAS AND THE WASTE WAS AND THE WASTE WAS AND THE WASTE WASTE WASTE WASTE WAS AND THE WASTE WASTE WASTE WASTE WASTE WASTE WASTE WASTE WAS AND THE WASTE WA

REMOUND UNSUITABLE MATERIALS AS SPECIFIED FIRM INDADWAY, DRIVEWAY/FARKING, BUILDING PILO, AND OTHER DESIGNATED AREAS.

GENERATION AND REMOVAL OF EXICITING BUILDINGS AND OR PAREMENTS INCLUDING OFFSTE DISPONAL SAME, AT A DUMP SITE AS SELECTED ITY THE CONTRACTOR, ONSITE DISPONAL WILL MIT BE ALLOWED.

CLAY "SUFAND CLAY FILL WITH COMPACTION WITHIN ROADWAY, LINICEWAY/PARKING, BUILDING PAD, AND OTHER DESIGNATED AREAS.

EXCANNITION AND GRADING OF THE IPPEN SPACE AND/ON YAND AREAS PER PLIN INLCUDING CONSTRUCTION OF LIFEWS. ETC.

C PACIENT MO COUNTING OF ANY OF THINDRAN AND DEADS EXCEPTED ON THE ADMINISTRATION OF CONTINUED MOST OF THE ELECTRON OF THE TO THE CESSIVA SEGREDAE OF THE CONTINUED MOST OF THE

PLACEMENT AND COMPACTION OF NON-STRUCTURAL FILLS

IF REQUIRED, REMOVAL FROM SITE IND DISPOSAL OF ANY EXCESS OR UMBUTABLE MATERAL UPON COMPLETION OF MICS GRADING.

MONEMENT AND COMPACTION OF SPOIL MATERIAL FROM THE CONSTITUCTION OF UNDERGROUND UPLITIES DACKFILING OF CURBS AND/OR PAIGMENT ANS INDEMALA AFTER INSTALLATION OF SAME BY THE PAUNG CONTRICTOR.

FINAL "MALING AND TRIMAING TO THE LINES, GRADES, AND CROSS-EECTIONS SHOWN IN THESE PLANS, TO SHOWN TO DESIGN FINSHED GRADE ELEVATIONS.

TO SE PRESENCE OF CONDUCT AND EACH TO THE CONTROL SHOW THE CONTROL OF THE CONTROL M. SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE APPLICABLE INSCIPICATIONS.

3. PROINT OF DISCIP OF MASS CARABOTH CHEROTRONS CONTRACTOR MALL PARALAGES, and WEST, THIN THE SON INFORM CONTROL, SECRETARIANS. THE MINL STRABSHERF OF DISCIBL GENERAL PROCEDURES, AND THE JACCIONING PRINTS THANK LIFE OF PROPERTIES. AND AND THE PRESENCE OF DISCIBL GENERAL PROCEDURES, AND THE JACCIONING PRINTS THE SOL SPRONGE OF CONTROL CONSTITUTION SCIENCE.

W. W. BROWS RESPONS ANALYSEA' IN FORTIC OF THE UNIQUE AND RESIDENT TOR THE INFORMATION AND DISJUNCE. THE CONTRICTION AND THE C

The CONTROLLOS SHALL COMPANY A AUTHOR DESPONDED OF CONTROLLOS HOSTS HAS TROTHES CONTROLLES TO THE PROPERTY ALL SESS HOSTS HAS, TROTHES TOWNED PROCEDURES THE PROPERTY TO THE SESS HOSTS HAS THE SESS HOSTS HAS TROTHES TOWNED PROCEDURES TO THE SESS HAS THE SESS HOSTS HAS TROTHES TOWNED PROCEDURES TO THE SESS HAS THE SESS HOSTS HAS TROTHES TOWNED PROCEDURES.

E. A DANTED SCAL BOWGER SSAL REQUEST, PROFECT RECEITOR AS 1. DO UNDER TAT THE GASTS WILL BY COUNTY OF PROMED STAND ST The Standard Vestimon 1950s, and we honolast very nearther for seasons are served from a respect from a respect from the served from the serve

S. WHORE FILL MATERAL IS REQUIRED TO REACH THE DESITY SUBGROUPE AT TO REPLACE LUKUTABLES IT SHALL BE PREPRINCED BY EXCENSIVE BROADER DAY DAY TO THE THE SHALL SHALL FIRE OF SHALL BY THE OF SHARM WAITING, ILLUMPS, TO PROPER SHALL BY SHARM SHALL BY THE SHALL SHALL SHALL SHALL SHALL SHALL BY RESECTIVELY.

DE SECTION SPACEUR PLANS MASSES AND SE PROSON ELEGIOUS UNISON MASSES, DAM THE COMMETCH PROPERTY. INTERPRETATION TO SECTION SECTION SECTION TO SECTION TO SECTION TO SECTION TO SECTION TO SECTION SECT

10. STREETING LEL METRIER METHIN ENGINE VERHOM, SEND COT AUTO OTHER STREETINGLE, CAY FILL NEEDS SHILL BE CHARLISTED OF LOUGH STATE OF HISTORY DEPORT. ACCOUNTED TO THE STREETING SHIPLING STATE OF THE OFFICENCE WHITE OFFI OFFI STATE OF HISTORY DEPORT. AN WAITE STEETINGS ACCOUNTED TO THE OFFICE OFFI STATE OFF

12. PRIOR TO UTILITY CONTINUENDIN, PRINDSED PARGUENT AREM, BUILDING PAGS, DRIFEWAYS, AND SIDEMALKS, AND YARO/ODEN SPACE ANGAS SHALL RE, INCIGHT EXCHANTED OR PILED TO WITHIN 1-FT OF DESIGN SUBGRADE BY THE CONTRACTOR. 11. FILL MATERIAL (PANDOM FILL) WITHIN NON-STELLCHRAL FILL AREIS SHALL BE COUNTEED TO A MINIMUM OF SOX OF MAXIMUM LICHSITY IN "CCGNDANCE WITH ASTA SPECIFICATION 0-1557 (WIDNESS PROCTOM METHOD).

13. COMPLETED GRUDNG (FINISHED FINE ORADE) FOR PROPOSED PARENEME SUIGRADE AREAS, BUILDING PAINS, DRIFFMANS, AND SUIGRADE PREAS, SWALL RE WITHIN A TRIERANCE OLI-FTH/- OF DESIGN SUIGRADE ELEMETONS. 55. THE SUBGRUE OF PRINCEED STREET AND PAPEURPH AREAS SPALL BE PRODOFFOLLED BY THE COMPLIANCED WHILE BE RELEVED AND RESPLACED AS DRECHED THE UNITED STALL BE RELEVED AND RESPLACED AS DRECHED THE UNITED STALLED BY THE UNITED THE PROPERTY AND RESPLACED AS DRECHED THE UNITED STALLED BY THE UNITED THE PROPERTY AND RESPLACED AS DRECHED THE UNITED STALLED BY THE UNITED STALLED B 6. EXCESS EXEMATED MATERIAL NOT SUITABLE OR REQUIRED FOR BACKTELING OR THE GRAINS AND ALL MATERIAL'S DOMINAND SLAL, CHORDES, FLUANDRY SAND, ÉBENS AND RUBBLE SHULL DE RELIKYED FROM SITE AND LEGALLY DISPLYSED AT NO DOMINAL COST.

7. BP-RE METRIC TO BE PROVIDED IN CONJUNCTION WITH THE EXPRINGER MIPROFAIRNTS SHALL CONFIGUR TO SECTION OF SPEC. TO SECTION SE 18. THE PROPERSID GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH URADE, A MINIMUM OF SIX INCHES (6") OF TOPSOLL IS TO BE PLACED BETORE RIMSH GRADE ELEVATIONS ARE ACHIENCED.

GONBULTING NEGISTERED PROFESSIONAL PAGINGES	ERING, LTD.		REVISIONS	2
1700 SOUTH PARKA SIZE SOUTH HOLLAND LINGS SOUTH	DILAND, LUNCKS ROFT	ź	Dane	Remarks
(700) 301-6700 (ft) commontant does	FAX TOU 331 CHOS	-	06/24/14	MILAGE
STANCE DESIGN FRA RECEIRATION NO. 18-10-12	ON NO. 184(1) 128.			COSMIENT
WEI SON MEADOW	WOO	24	23/25/14	MILAGE
BROOKBANK BOAD & IEEEEDSON AVENIE	EEBSON AVENUE			COMMENT
OH INCIDENTIAL AND	The state of the s	6	09/25/14	MILAGE
GENERALINOIES	22			COMMEN
		4	10/08/14	MLAGE
DOWNERS GROVE	SIONITH			DOWNER
100000000000000000000000000000000000000		0	10/28/14	SMAKE
Drawn LTL/KN/M Batus	06/24/14			HEWEN
Chadree by W.J.C. State	1"=30"			
Sheri 2 or 20 Projection	No. 14-276 01			

IN THE WORK WITH THE SECTION SALL WOLLD'S TREASHON ALLOSING AND WETALLATION OF PIEL, DETINALS, STRUCTURES, SECTIONS SHALL BE CONTINUED TO THE SECTION SHALL BE CONTINUED ON MACHINED AN INCIDION. TO THE COST OF THE CONTINUE OF THE SECTION SHALL BE CONTINUED.

2. ROUGH GRADING TO WITHIN 1—FT OF FINISHED SUBGRADE SHALL BE COMPLETED PRIOR TO COMMENCEMENT OF PROPERSOUND UTILITY INSTALLATION.

3. THE UNDERGROUND CONTRACTOR SHALL BE RETPONSIBLE FOR DEWITERNO ANY EXCANDING OR THE INITIALLATION OF THE SYSTEMS. ANY DEWATERNO EMICOUNTERED SHALL BE INCIDENTAL TO THE RESPECTIVE UNDERGROUND UTILITY. 4. ARY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT ANOLANS, NO ACTITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.

S STORM NEWERS AND SERVICES SHALL BE COMPTRUCTED OF ONE OF THE FOLLOWING MATERIALS AS SPECIFED ON THE PLANS. PROPERTY CHARGET CHARTER PRE-CLASS IN (MARTE PARABET) OR CLASS III (IN PARAMA), CHECHAMO, CHECHAMON CAN CHARTER THE STREET SHALL MANUAL RE-CLASS, RECOVER APPLICABLE RE-CLASS, RECOVER APPLICABLE RE-CLASS, RECOVER APPLICABLE RE-CLASS, RECOVER RE-CLASS APPLICABLE RE-CLASS APPLICABLE

AND THE STATE OF THE STATE OF THE PARTICULATION UNDER WARD SHERKED LOCATIONS, PIPE SHALL BE ASTALL OF INSTALLED AN ANNIX CONFORMED TO BY SOME DISCRETAIN NOTED ON THE PLANS, PIPE SHALL BE INSTALLED AT A MINALLY OF 1 OF SLOPE.

C. Proj sign-35 successure, desponente divocadamente por detendor assan and "soft surras" underdoran Locadore, pipe suprantu de astra fore assat estable anterdora domina compramente darm d'-sots divides Stepholaly montro on the prayer, pipe signal el naturale ant a administrator o 35 supre-

D. DICTILE IROW PIPE (DIP) SHALL BE CLASS 52 CONFORMING TO ANS AZI.ST WITH JOINTS CONFORMING TO ANY AZI.ST. 6. STOKE SEKER MARKOES CHOLOL BESING AN INTEL SHALL BETECKST STOKENIEST, SUPPORTINGS, OFFICIALS, WE WIN THE PRESENT STOKENIES, CONFIDENCIAL OF SHALL S

ALCATCH BIGNS, SUMPS, SEMER PREL AND OTHER AREIS ACCUMULATIVE SEDILENT MEET DIE CLEMED AT THE END THE PRECED TRICK TO THE ACCEPTANCE CELLANDING THE ALSO BE REGISTED DURING THE CULLINE OF THE CONCENTRICITION THE PROJECT IF IT IS DETERMINED TO THE MEET ALSO THE PROJECT IF IT IS DETERMINED TO THE CONCENTRICITION. B. ALL DOWNSPOUTS, FOUTING DIAGNS AND SUBGURFACE STORM WATER STALL DESCHARGE IN TO THE STORM SEWEN OR ONTO THE GROUND

RP-RP MATERIAL TO BE PROMODD IN CONLINCTION WITH THE UNDESCRIBOUND IMPROFESSINES, SHALL CONFERENT DESCRIPTIONS AND INCLUDED IN PLACE IN ACCORDANCE WITH SECTION 281 OF THE STRONG SPECIFICATIONS, UNLESS ON THE WISE NOTED IN PLACE. IN ACCORDANCE WITH SECTION 281 OF THE

11. SANTARY SEMENS SHALL BE CLUSPIUCTED OF ONE OR MORE OF THE FOLLOWING MATERIALS UNLESS SPECIFED OTHERWISE ON THE PILATS: 10. AL STGAN SPIECE SHALL HAVE DOMPHETED CA-7 CRANULAR REDDING, A MARKON OF AT BEITHY THE BOTTON OF THE REST RICH AT LILL DENGH. BEDDING SALL EXTROL TO THE SITEMS LIPE OF THE PIPE. COST FAIR THE REDDING SHALL BE MERGED WITH THE UNIT PROCE ON FOR PIPE.

A POLYMIN'I, CHLORIDE PLASTIC CRAMTY SEWER PIPE (JPC) CUNFOLAUMO TO ASTA DESICNATION D-2241 WITH AN 50R OF 26, WITH ELASTOMETRIC GASKET JOHE'S CONFORMING TO ASTA DESIGNATION

B WHERE DICTLE IRON SANTAIT SEWER PIPE IS SHOWN ON THE PLAKI, SAID PIPE 31/41, BE DUCTLE IRON PIPE, CLASS 52, CONFIDENMING TO AWAN C-151 (ANS) 21:51) WITH JOINTS COMPLINIC WITH ARMA C-111 (ANS) 421:11), D-31:39. 11. HE PIC SENER PIPE IS USED FOR LANDARY SEMERS, A DEFLECTION TEST AS OUTLINED IN THE STANDARD SPECIFICATIONS MALL BE PROJUCED, USFLICTION OF PIC PANITARY SEMEN SHALL NOT ENVERD 55°, TEST TO BE CONDUCTED 30 DAYS AFTER MENTAL ATTEMPT AND ACCURATE ATTEMPT AND AC

13. UNLESS AN ALTERNATE HETHOD IS APPROVED, "ANNIHAY SEWER MANHOLE CONNECTIONS SHALL BE MADE WITH A FLEXIBLE BORNESS AND AN APPROVED BY DOWNESS SAVILARED, TYPE AND MANUFACTURE AS SHOWN ON THE CONSTRUCTION STANDARTS AND AS APPROVED BY DOWNESS SAVILARED FOR SECTION OF THE CONSTRUCTION STANDARTS AND ASSAURTS. ALL SOMEWORNS STREET SECULOR, SWINGES SAIL SET, STREETEN TO FROM STREETEN AND REPLACED THE OFFICE STREETEN AND STREETEN ALL SOMEWORNS STREETEN ALL SOMEWORNS STREETEN ALL SOMEWORNS STREETEN ALL SOMEWORNS STREETEN AND STREETEN A

15. ALL SWINGS SIDE, MANGES SWILL BECERORING, CORNES SWILL SWILL BECERORING, COLOR BENEAU SWILL BECERORING SWILL BECERORING SWILL SWILL SWILL DE SWILL SWILL

16. UNIESS AN ALTERMATE METHOD IS APPROJED, WATERSITOP CHARTS SHALL BE PROJIDED AT ALL SWATTARY SEWER MANHOLE COMMECTIONS, TYPE AND MANUFACTURER AS SHOWN ON CONSTRUCTION STANDARDS AND AT AMPROJED BY THE VILLAGE.

Is sometime serveze shut ge tud to A usuant, cade of the Chick He op of Serve servez server ge shaped men-wankentirefers wereterner fold, swerper springer springer springer springer springer springer springer stronger stronger stronger stronger stronger stronger stronger stronger stronger springer springer

SENTER SERVICE RISER SHALL BE USED WHEN MAINLINE SEWER EXCEEDS 12 FT, IN DEPTH.

ALL FLOOR LIRAINS AND FLOOR DAMN SUMP PUNIPS SHALL DISCHANGE INTO THE SANITARY SENER.

WATERNAIN SHALL BE CONSTRUCTED FROM ONE OR MORE OF THE FOLLOWING MATERIALS AS SPECIFED ON THE PLANE.

A WESTMAN SHALL RE TOUTLE WIN LOSS CHOPMAN ON NON-1-12, AMM COST WIN BRIBBING DEVELOR OF CONTROL OF CHILD AND COST WINNESS SHALL BE CEREBIT UNED THE CONTROL OF CHILD AND COST WINNESS SHALL BE CHILD AND CHILD AND COST WINNESS SHALL BE CHILD AND CH

22. A 110 WHIT SIMIL BE INSTALLED WITH ALL NOW-METALLIC WATER MAINS. THE WIRE SHALL BE CONTINUOUS FROM VALUE YAULT TO VALUE WILLT IF SPLICING IS NECESSARY, PROPER ELECTRICAL COMMEDICIES ARE TO BE USED, THE ENISS OF THE

WIRE SHALL BE SECURED ON INSIDE VALVE VAULT WALL WITH VONECTION TO A LOCATING DEVICE. VONEERROUS PASTEVIERS UP TO THE CASTING ELEVATION TO ALLOW CONNECTION TO A LOCATING DEVICE.

205. ALL PIC WATERWAYS SHALL HAVE COMPACTED CH-7, GRANDLAY BEDDING, A WINMAN OF FOIR (4) NCHES BELOW THE BOOM OF THE PIET DI I FOUT ORRY THE FIRST OF PIET FOUR THE FOLL LENGTH. COST FOR BELDING SHALL BE MENGED WITH THE LIMIT RESEARCH SO FOR THE WINTERWAY.

25. ALL WATER JAMES SHALL HAVE COMPACTED (CAL-E), CRANLIUM BEDDING, A MIRALUM OF TROUR (4) INCHES BELUM THE WATER OFTHE MATER PIPE FOR THE FULL LENGTH, COST FOR BEDDING SHALL BE MENZED WITH THE LAWET PRICE BID FOR THE WATER MANN. 24. WATER MAIN FITHINGS (BENUS, ELGANS, IRESS, INCREASERS, REDUCERS, ETC.) MAIT OR NAY NOT HE "JECHPOALLY REPERFORD ON THE CANSISTRUCTION PLANS, HOWGRER THEY ARE TO BE CONSIGNERS AS INCLUDED IN THE WINNESS, POSTAGE COST OF THE WATER MAIN.

AN WHER WALLS SAAL BE USED AT ALL WIVE LOCKNOWS, WALES SWAL BE PRECKET CONCRETE SITELLITIES, WITH OF COMMUNICATION TO STATE OF STATE OF CONTROLLING STATEMENTS SHEET), DIST SWALL BE MPROHED "WATEN" AND "ALLACE OF COMMUNICATION."

27. HORBANDS SHALL BE MAZILER OR CHOW BRING THOUGH THE CLOREDS WITH AUGUST STORE ON HATE EXECTS IN COORDINGER BITT THE WALLEST STANDING EACH MOTIVATE STANDING BELIEVED WITH THO I FINCE MAZILE HOUR DOBGE AT STANDING STANDING SHALL BE THE WALLEST STANDING ALL HIPPARTS SHALL OPEN CYMMER-CLORINGS AND SES STO 3.0 THE CHORD STANDING SHALL BE THE WILLIAM STANDING ALL HIPPARTS SHALL OPEN CYMMER-CLORINGS AND SES

28 IF PROTECTIVE WRAPING OF THE WALDR MAIN IS SPECIMED. IT SHALL BE A POLYEMATONE THEE TALCH AS DLOW THEE PROTECTIVE REDULA AND SALL COMPLETELY FORCES, AND ASSESSIBLES IN ACCORDINGED WITH THE WARRIANDERS DESCRIBES FOR FINE USES TO FINE EXCURACION THEE.

33. ALL WATER MANS SHALL BE SUBLECTED TO A PRESCUE TEST BY THE CONTRICTOR. HYDIOCIANIC PRESCUE TEST AND TAXANOS SECRETARIL SE CHLORINATED IN ACCOMMANCE WITH THE TRANSMOS SECRETARIAS.

The THE ORGANISM CONTECTION SHALL CHOCKER ADDRESS TO THE CONTECTION CANDING AND THE CONTECTION OF THE

12. HE COMPACIDE SPALL BISTALL A 2-NEIGH X ET-PICH SUCCESSOR TO THE TEMBER OF THE SERVICE WITHOUT STRONG WINNESS STRONG WARPOLDS. STRONG WARPOLDS. STRONG WARPOLD STRONG WARPOLD STRONG THE CONTROL OF THE OWN TO THE SPACE THE CONTROL OF THE OWN TO THE SPACE THE SPACE THE STRONG WARPOLD STRONG STRO 31, WATER SERVICE SHALL BE TYPE K COPPE! OR CLASS \$2 DUCTILE ROW PIPE AS NOTED ON THE PLANS SEE CONSTRUCTION STANDARDS.

34. IT STALL BE THE JESPUNSBLITY OF THE UNDERGROUND CONTRACTOR TO REMAYE FROM THE SITE JAY AND ALL MATEMALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATORS AT NO ADDITIONAL EXCENSE TO THE OWNER. 33. THE UNDERGROUND CONTRACTOR SHALL PRESIDE FING SLEEPER UNDER PROPOSAD PAVENERS, SOEMLIKS, CURB AND OUTER FOR COMMONWOLLH EDIEDH, AMERIECH, CABLE NV. AND CAS AT THE DIRECTION OF THE CHARGE AND RESPECTIVE UNITED FOR COMPANY.

355. THE LORINGINGS SAULL MANTAN A LEGILLE RECORD ON A SET OF CONSTITUTION PLAIG SO THAT ALL MANHALES, WITS, ASSENCES, MANNER ACCEPTURE TO THE APPLICACE OF PROMISHILA COLARY. 35. AFTER FANA, APPENIED THE CONTRACTOR AND OWNER SHALL COURDINATE TO PROVIDE A REPRODUCIBLE RECERSO DRUWING WHICH HAS REEN PELD-CHETXED. FOR ACCURACY AND ALL NECESSARY TIES AND LOCATIONS, THE INFORMATION ON THE RECORD GRAWING SHALL BE AN FOLLOWS

A SAHITARY SEWER IMPROVEMENTS

1. ALL MANACES SHALL REFLORMED COCKINGS TOT THUS ABOVE GHOWN FERNANDER STRUCTURES AND
IN ALL PRINS SHALL MANDE LINEAR FEDANSING FROM CENTER OF MANAGEST DOWNSTROME OF PREMALL SENSE SCHOLES SALLE EL CONTROL SYSTEMS OF MANAGEST DOWNSTROME MANAGEST, LINEAR
FROM SCHOLES SALLE BE CONTROL FOR STRUCTURES TO SYSTEMS MANAGEST, LINEAR
FROM SCHOLES SALLE SHALL BE CONTROL FROM THE MANAGEST, THE WITHOUT DOWNSTROMED OF THE PRINS SHALL LINEAR FOR STRUCTURES, AND HAIR THE DEPTH OF THE PRINS SHALL BE CONTROL FROM THE OPENH OF THE PRINS SHALL BE CONTROL FROM THE OPENH OF THE PRINS SHALL BE CONTROL FROM THE OPENH OF THE PRINS SHALL BE CONTROL FROM THE OPENH OF THE PRINS SHALL BE CONTROL FROM THE PRESENCE AND THE PRINS SHALL BE CONTROL FROM THE PRESENCE AND THE PRINS SHALL BE CONTROL FROM THE PRESENCE AND THE PRE

B. WITERMAIN IMPROVEMENTS

ALL VILLE WILTS OF WALKE CORNS ON WHO LOSS SHALL BE INVESTED AND PRISE COLONDON FOR IT OF THE TOTAL PROPERTY OF THE TOTAL SHALL SHAL

C. STORM SEWER IMPROVEMENTS

L. RILL MANDEZS SHALL BY MENDEZD, L'CATRONS TED TO THO ARONE CACUNO PERMANENT STALETURES. AND CONTECTED

L. RILL MAN DIEST STALET ELEGATIVE DESCRIPTIONS TED TO THO ARONE CACUNO PERMANENT STALETURES. AND CONTECTED OF MANDEZ, DAMETER OF PRES, MATERIA, OF PRES, MAD CACUNE OF MANDEZ, DAMETER OF PRES, MATERIA, OF PRES, MAD CACUNE OF MANDEZ, DAMETER OF PRES, MATERIA, OF PRES, MAD CACUNE OF MANDEZ, DAMETER OF PRES, MATERIA, OF PRES, MAD CACUNE OF MANDEZ, DAMETER OF PRES, MATERIA, OF D. NOTES

In PROPERTY CORNERS ARE NOT ACCOPATED, SE PREMANENT STREATURES, UNEXT. CLERKY DETAINED BY A PERMANENT STREATURE STREAT ST

ALL EASSMENTS MUST BE RECORDED AND SHOWN ON THE RECORD DRAWINGS COMPLETE. DRAWINGS MUST BE CERTIFIED AND STALED BY A LICENSED PROPESSIONAL ENGINEER.

EPA NUTES

crossing water mains shall be loid to meet the following specification Harizantai Separatiun:

. Whonever possible, a soler main must be loid at least ten (eet horizontal) from any exalting or proposed drain or sewer ions.

b. Sould keet conditions shall when would prevent to thems appealing at the feet, a water more may be lided deser blant and to the standard seems to the other three seems of the standard seems the come of the seems that the seems of the seems of the seems that the seems of the

is, if it is impossible to obtain proper horizontal and vertical separation as described in A and B above, byth the water main and wester the constructed of pye material which would conform to water main standards only be pressure tested to assure water fashtress before backfirth backfirth.

o Missense wells more cross because seems, about offices or captured when the capture capture for a feet of the capture described by the capture of the capture of the capture of the captured special metal by melabilished for the capture of the ca

b. Where conditions exist that the minimum vertical separation set larth in A above connot be maintained, or it is necessor for the value main to pass under a sever or drain, one of the following two messures must be taken: (. The water main solal be wellated within a PLC courter pipe and the carRier pipe.

The water main solal be wellated within a PLC courter pipe on the water main to the sewer or drain line is at about ten (1.5) less).

in mining such provinging. Scarlin is bright or electroming ones and teachers the processes and with the principle and the residualists from the exercised out enteringing the properties of supplies above the such side is the section of supplies above the such side is the section of supplies above the such side is the section of the count of the section of the provincial supplies and the provincial supplies in the supplies of the supplies severe in section side in the surface and because it is the section of the surface and supplies the supplies severe is set to present their surface and because it is the surface and supplies the surface and supplies the surface and supplies the surface and surface and supplies the surface and su it, the implied sower or drain shall be comitted of pipe material which would conform to water main standards until the normal distance from the water man Lip the sewer is at least ten (10) feet.

The harizantal and vertical separation believen water service lines and all sonitory sewen, storm sewen, or only drain should be some or water piece was reader and the service or water piece was a service or service to the service or water piece or serviced videal dependion sometimes. They be used for some white their, CONTINUED.

ROBINSON ENGINEERING, LTD.	ERING, LTD.		HEWSTONS	SH.
TODO SOUTH PARK A/ENUE SOUTH HELLAND, ILLINOS GOCTS	SUNVEYORS SUNVEYORS SUNVEYORS SUNVEYORS	No.	Octe Remark	Person
(198) 304-6749 D. Crarysonell 2014	FAX (not 301-505)	-	D6/24/174	MILAG
ILLINOIS DESIGN FRAM PECISTRATION NO. 194-101128.	CH NO. 19405128.			COMP
WEI SON MEADOW	WOO	ev	00/15/14 NUA	MUN
BELLINE WILL BOAR & LEGEBOON MICHIEF	COCON MICHIE			BYWOO
CHARGON AND A SECOND AS A SECO	TES AVENUE	e	09/25/14	MUA
GENERAL NOIES	22		1	Branco
		4	10/09/14	MLAG
DOWNERS GROVE	PILINOIS			COANTE
מיייים מייים		s	10/28/14 SANDE	SAMD
Drawn by: LTL/KWM Date:	Date: 06/24/14			COMME
Checked by: W.J.C. scale:	scale: 1"=30"			
	14.076.01			L

1+276_01-OUAN-0

WING, CURBS & WALKS

TEXTING OF the SW-GRIBE BMST CAPET, BARROT CAPET, BESTIGE CORRESPONDENCE WAS AN OCCUPATION WAY AND AN EXCORPAND WHITE THE STANDARD CONTRIBUTION OF THE STANDARD C

2. ALL PAINNS, SIDEMALK, AND CUITE MORK SMALL BE DEVICE IN ACCOURANCE WITH LIDIT STANLINGS.

Accounting uses and ontil study. By the first a small in the Castlerichton Act, and uses and comes and covered not consistent action of scrool signatures are useds interest and on the Act. All uses and other includes so with a constitution with a subject in the constitution of the co

A I WITHOUT SHEEP STEEP CRAFFOUNDER WITH THE PROBLEM STEEP AND STE

 CARRS SHALL BE DEPRESED AT LOCATON: WHERE PUBLIC #AUS, "DESTINAL PATIC INTERECT TURB LINES AT SIPET INTERFECTION AND OTHER LOCATION AS DIFFERED, FOR THE PUBLIC OF PREVIOUS AUCTSS BY THE IMMOGRAPHY (SEE CANSINGTON MARIANCE FOR FIRM.)

6. CURING AND PENECTON OF ALL EXPOSED DONGSTE LUIFINGES SHALL BE IN ACCORDANCE WITH THE STANGSTO.

7. SEGNALCS SHALL BY OF THE THICKNESS AND DEMOSPORE AS SHAWN IN THE CONSTRUCTION PLANS. ALL SEGNALS CONTRICTION OF SHALL SEGNAL ASSOCIATION OF SHALL SEGNAL ASSOCIATION OF SHALL SEGNAL ASSOCIATION OF SHALL SHALL

BACKFILLING OF CUPES OR PANCHENT SHALL BE THE RESPON IBLITY OF THE CHRITY HIG INTRACTOR

AGRICATE BASE CARRES SHALL BE IN ACCOUNTED WITH THE PLANS AND SECTION 351 OF THE IDENT STANDARD SECTION TOWN OF THE IDENT STANDARD SPECIAL BE CANNOT CONTOBER OF THE IDENT STANDARD SPECIAL THAT BE CANNOT CONTOBER OF THE IDENT STANDARD SPECIAL TOWN.

THE TRANSPORTER BRING AND STAKES COLORS SHALL BY HEN WE SHALL THAN IT SHALL BURGETS AS THE TRANSPORTED INCOMESTS. WE SHALL BE LONG THAT AND THE SHALL SHALL SHALL BE LONG THAT AND THE SHALL SHALL BE LONG THAT AND THE SHALL BY COLORS AND DAY AS THE GRANCH THE CALL BY THE CHARLES THE CHARL SHALL BY CONTROL OF THE THAT AND THE CHARLES THE CHARLES AND THE CHARLES AND THE SHALL BY CHARLES THE CHARLES AND THE SHALL BY CHARLES THE SHALL BY CHARLES AND THE SHALL BY CHAR

12. PRINCIPLOU CLUZIN CONCRETE (FCC) PARCHAMA, BE CASC WHI PREVINCIATION AS SECTION A 134 PLANT AND ECCHINED IN LINE CONTRICTOR WITH SECTION AND ECCHINED IN LINE CONTRICTOR WITH SECTION AND ECCHINED BY THE CONTRICTOR WITH SECTION AND ECCHINED BY THE CONTRICTOR WITH SECTION AND ECCHINED BY THE CONTRICTOR WITH SECTION OF THE CONTRICTOR AND ECCHINED BY THE CONTRICTOR WITH SECTION BY SECTION AND ECCHINED BY THE CONTRICTOR WITH SECTION BY SECTION AND ECCHINED BY THE CONTRICTOR WITH SECTION BY SE

14. ALL CONDRETE SHALL BE PHISHED WITH A BRAUCH FINISK UNLESS SPECIFIED OTHERWISE IN THE PLANS.

16. All beroince presses, salt, testings and signed in Accordance, with Limon accompanies (soil lass) and appropriate pressess salt, the properties and the stock and the soil of the soil

THE TABLE OF THE RESPONSEDIT OF THE PANAL CONTRICTOR TO REDDIE FROM THE THE AWY MAD ALL MUTDRALL AND TESTING WHICH FROM IT FROM HE CANALITING WHICH FROM THE CANALITING WHICH FROM CONTRICTOR THE CANALITING WHICH FROM CONTRICTOR MAD AND THE CANALITING WHICH FROM THE CANALITING WHICH FROM THE CANALITING WHICH FROM THE CANALITING WHICH FROM THE CANALITING WHICH CONTRIBUTED THE CANALITING WHICH CANALITY CANA

2 STREEK ADJUGDAT TO THE UTC SHALL DE KEPT FINE OF DRYT, WUD IND DERRIS THOUGHT THE UNE OF RUBBIR THE FINEDRIAL OF STREET SWEETER.

3. NO SERMENT LINIL BE ALLOWED TO ENTER THE EXIGNIAL STOOM SEWER SISTEM, PILTER FAURIC OR PILTER FABRIC PROPERTY.

4. IN ACCORDANCE #ITH THESE CANSTRUCTION PLANS, ERDINON CONTROL TENDING SHALL BE INSTALLED JAD UMMTANSD ANGLING STRM SENSE JAUCUNES. IN SMALE ANGL OF ALGUE PROPERTY LIMES UNTIL VEGTATION IN ESTRELSHED MIGHOR COMPRELIEN.

Lincola, Stropards, Swild, its Could's Divide of the Sol Stropard, but to the Third Stropard and the County of the Sold Stropard and the County of the Sold Stropard and the County of the Sold Stropard and the Sold Stropard Stropard

in which chough writes in its partial methods because is amountainty about operate in Authorities and the statement of the st

3. UPON JORPLETION UF TOPSOIL RESPIEAD DIFERATIONS, ALL DISTURBED APENS SHALL 9E SEEDED, SOIDED, I'M LANUSCAPED AS NOTED UN THE PLAN.

TO THE PARTY THE STEEP AND VESTIVENT COMPTON, SHELL SEED IN ALL DETENTIN RISING AND SHALL NOT BE REVISED AND VESTIVED WHILE DETENTIN RISING AND SHALL NOT BE

IT SHALL SE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE SITE ERCHLON CONTROL MEASURES A MINIMUM OF DINCE

A WEEK IND AFTER EVERY CIVE-HALF INCH RABIFALL.

LO, SON FEREIND, CONTROL MESSARES IN ACCESSAGE WITH THE LOUGN TICES ANALL BE INTERESTRYED WILLIAMS THE CONTROL WELL BY THE CONTROL WELL BY THE CONTROL WELL BY THE CONTROL WELL BY THE CONTROL OF THE CONTROL WELL BY THE CONTROL WELL BY THE CONTROL OF THE CONTROL

11. ALS STORM STREET CALLS ALSO, WHICH A TENDED BOOK BROWN OF THE ALSO BETTER THE ALSO BETTER ALSO BETTER ALSO BETTER ALSO BETTER AND FIRST BETTER ALSO BETTER ALSO BETTER ALSO BETTER ALSO BETTER AND FIRST BETTER BE

THE THREE SHALL BE CONTRACTED ON MODIUM PRECAST CONTRACTE ELGICG WALLS SHALL BE MANIFESTHED BY THE THREE SHALL BE CONTRACTED BY THE THREE SHALL BE CONTRACTED BY THE THREE SHALL BE CONTRACTED BY THE CONTRACTED B

3. PREPARATION OF FUBERISHED WID IN FIGURE WAS IN ACCORDANCE WITH THE MANUFACTUREN'S SPECIFICATIONS WILL BE PREMARING WHILE PREMARING WHILE THE PREMARING WILL BE SERVING OF THE EXPLORED SPECIFICATION OF THE SECOND OF THE SECON

DOWNERS DIOZE SANIFARY DISTRICT MOTES.

1. DOWNERS CROLE SWITTER DEFINED LANDLING AND BROWNERS SHILL SWITTEN REPORT ON WHITHOUGH AND SAWAN ACCOUNTS WE WERE PROMIT OF SAWAN ACCOUNTS. THE SWITTEN REPORT OF SAWAN SCHOOL WITHOUGH AND SAWAN SCHOOL WITHOUGH AND SAWAN SCHOOL WAS AND SAWAN SAWAN STANDARD.

2. THE JAMIEST SOME DOTRUCIUS SHALL SPEEDLE WITH THE SHALLOW INSPECTIONS OF THE SAMINAT EXISTS.

2. THE JAMIEST SOME DOTRUCIUS SHALLOWER OF DOSSTRACION.

4. CEMPETINGS HITD THE DETING SWITHEY BOWELTS SHILL BE MORE BY CHILL CHILDRY DIFFERENCE AD INSTALLAND A REMAINED TO PROVIDE A SMOOTH.
FROMEN INVEST.

3. THE CONSTRUCTED SMIPS SHALL PASS ALL SANTARY OFFICE RECHREUENTS FOR PAY, ALGMENT, DEFLECTION AND MANIFOLD TO THE THEORY.

E. THE SUMMEY SYSTEM, WEST FIXED WHICH SEALAND SHAPEN THE COUNTYS. SANTAKY DISTRICT PRYSONIAL MEDT FE. PRESENT DRIVING TELESTIME. WE SAY SERVING THAN 125K OF THE POWERS WILL FE ACCEPTED. ALL WAGGEFFLE. SAGE MUST RE-REFLICION IN A MITHER ACCEPTINGLE OF THE SWALMER DISTRICT. 7. SWITWY PRE SIMLL BE PIC PRE WITH A SLK OF 35, COMPLYNO WITH ASM 02241, 169 PSI PRESSARE IFFE PUSH-ON BELL AND TREGT TYPE WITH RUBBER RING SCAL GARKET ASM (23.38.

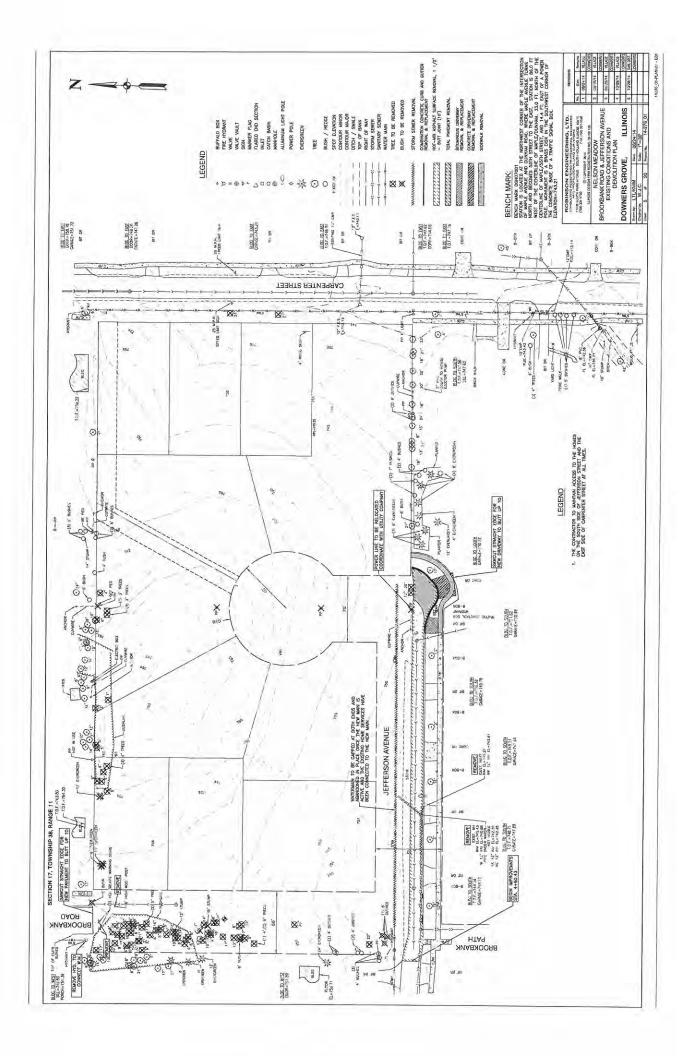
BELL AND PROGETORE WITH REBERGE RANG SCAL GASKET ASTIN, CELSA. DOSAMORA METROL AND TASE CONTRACTOR STORES SPECE, SPECAL RAND, SHALL BE USED TO CONVECT PIVES OF 9. SPINCE CONNECTIONS, JANE TO EXTENS CIVERS STALL BE JAME SY MACHINE TA THE CONNECTIONS SHALL SE JAME WITH GENERAL SEALERS SHALL SE JAMES

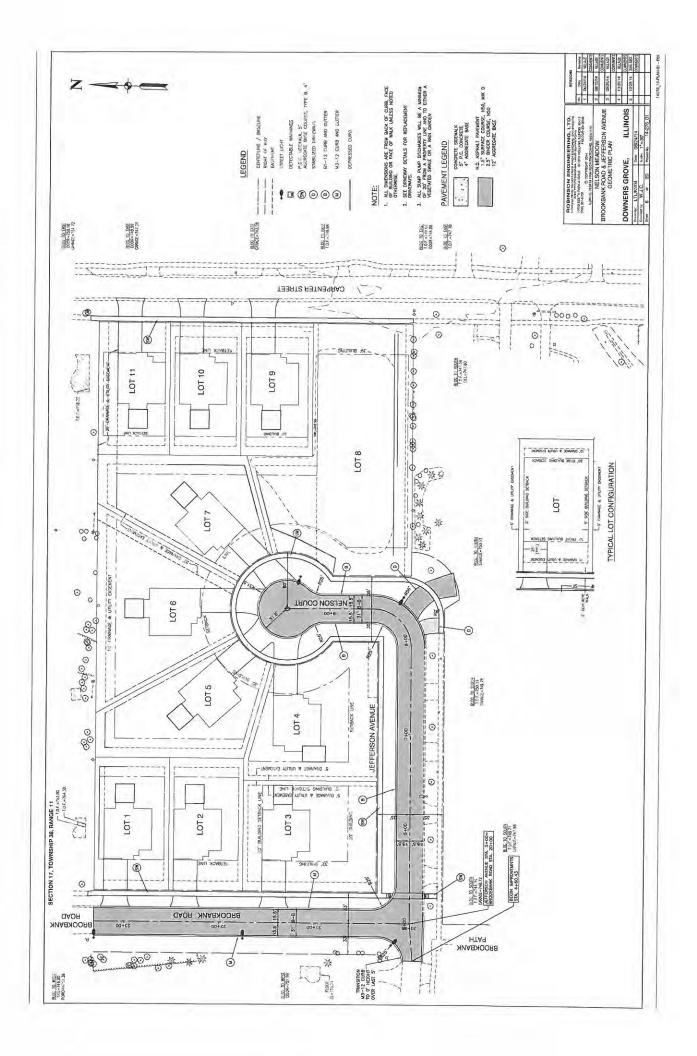
ALL, PRINCE SANTAN-ENES SALL, EL LALD NIN TIGADAL ALLANDER" BLINGON, ESPE ENTERLE UMANDO. CONTENTIONS AS RESULTED UNANDO STORE SANTAN STREET MANDON STORE SANTAN STREET NA STREE

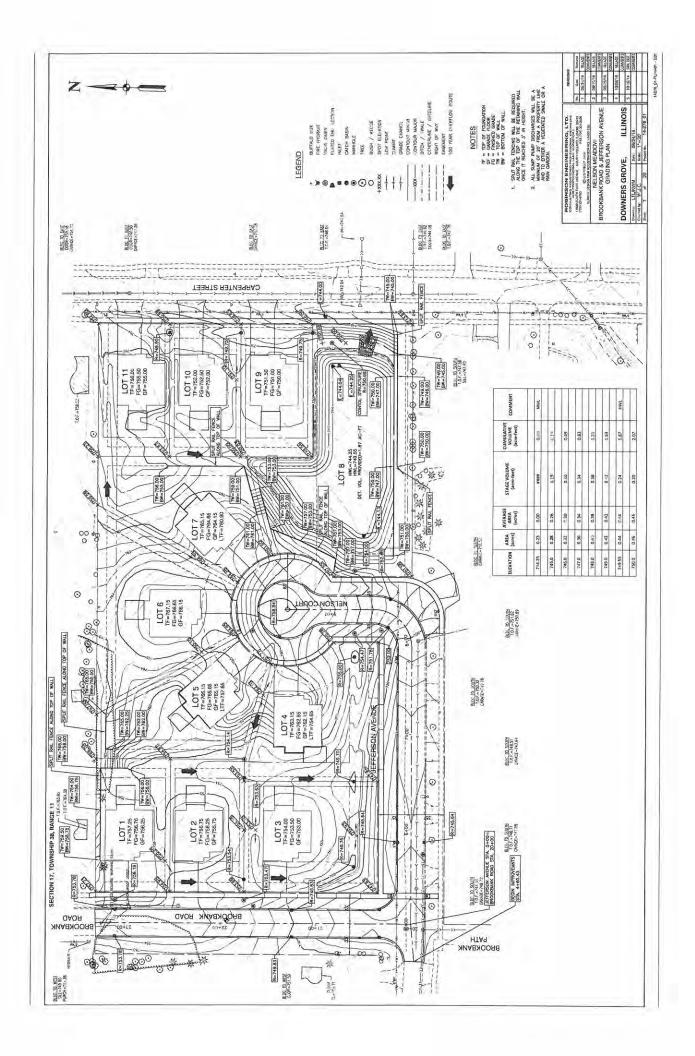
POBINSON ENG	ROBINSON ENGINEERING, LTD.		HEYSIONS	
FAMK,	THIOLIN	70.	all o	a.
Ch Constitution	of heart feet feet and depart	-	D624114	ME
ILLINOUS DE SIGNE P. M. REGISTRATION NO 1644-128.	ISTRATION NO. 16A. 12S.			MOS
NCS INC	NET SON MEADOW	2	DI\$15714	MIL
S CACIO YEANNY DOAD	REDOCKBANK BOAD & JEEGEBSON AVENUE			200
S COUNTY OF THE PARTY OF THE PA	OF STATE STA	e	\$1752/60	ML
GENERA	LINDIES			COAR
The state of the s		4	10/08/14	ME
DOWNERS GROVE	PININI			8
000000000000000000000000000000000000000	100	s	10/28/14	SWE
Gramby: LTL/KW/M	Date: 06/21/14			8
Checked by: W.J.C.	Sate 1"=30"			L
Shart 4 at 20	Project Att. 14-276 01	L		L

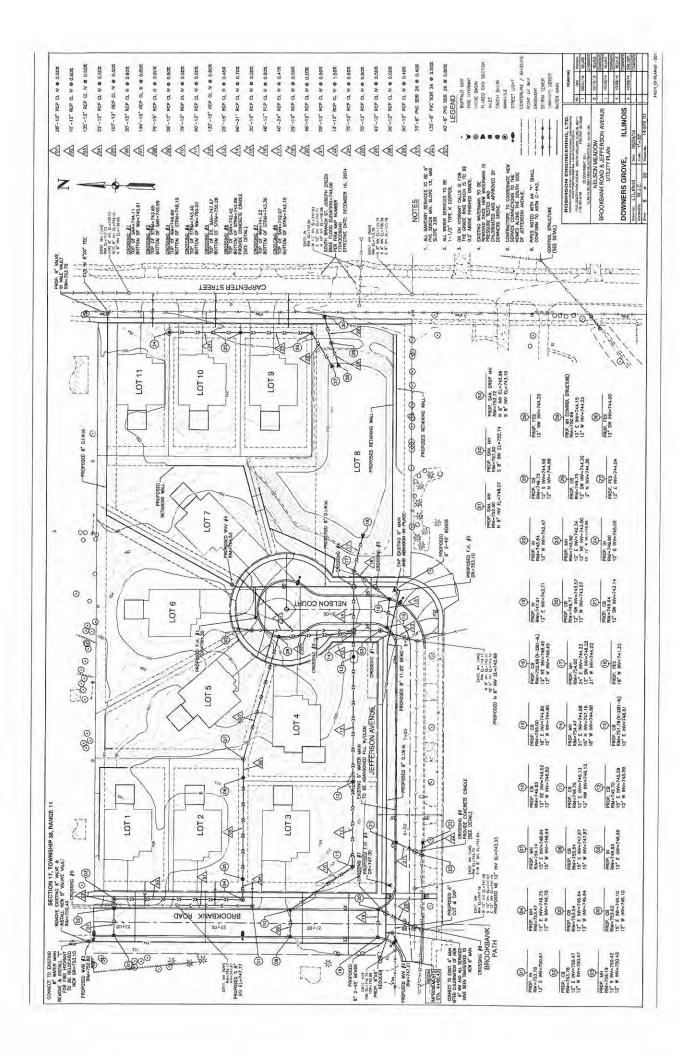
ABRTS ABRTS

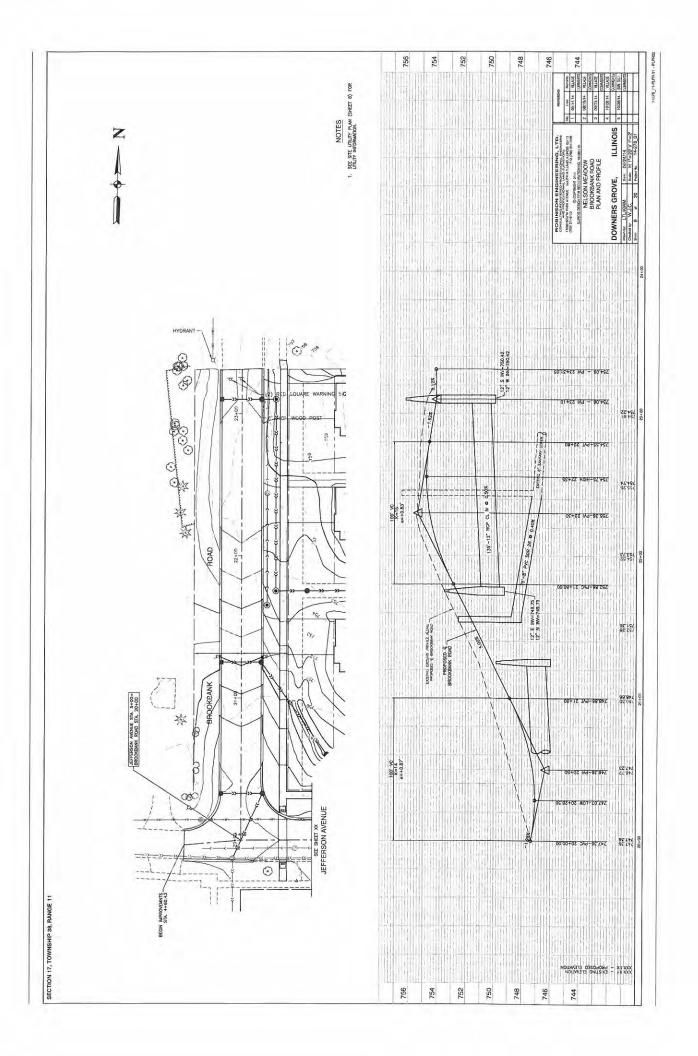
14276_01-QUANIO!

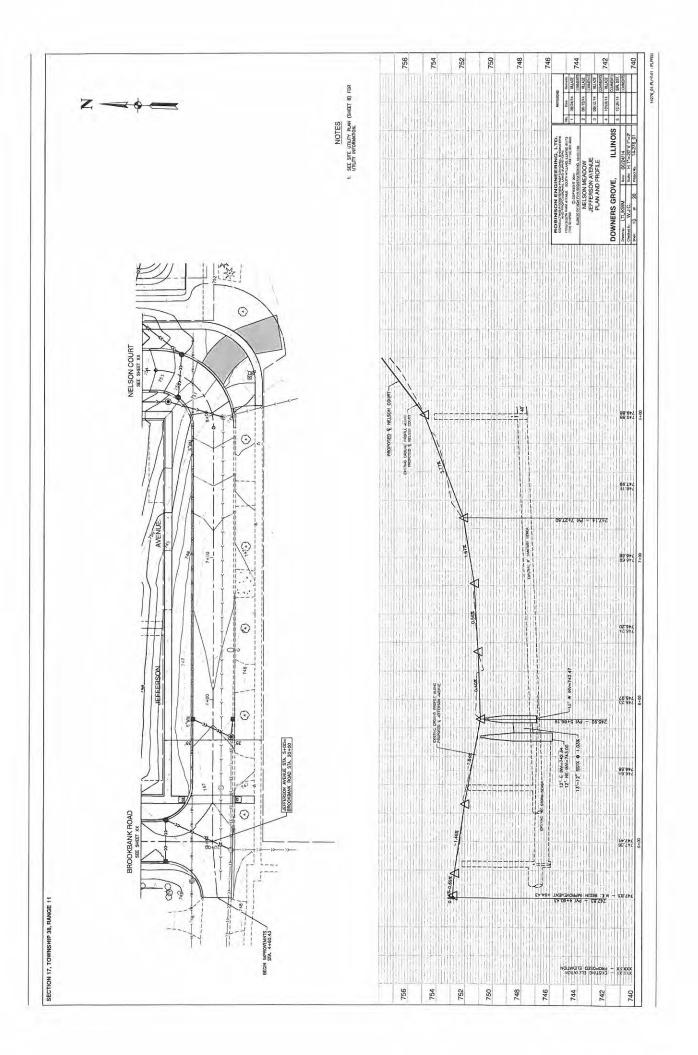


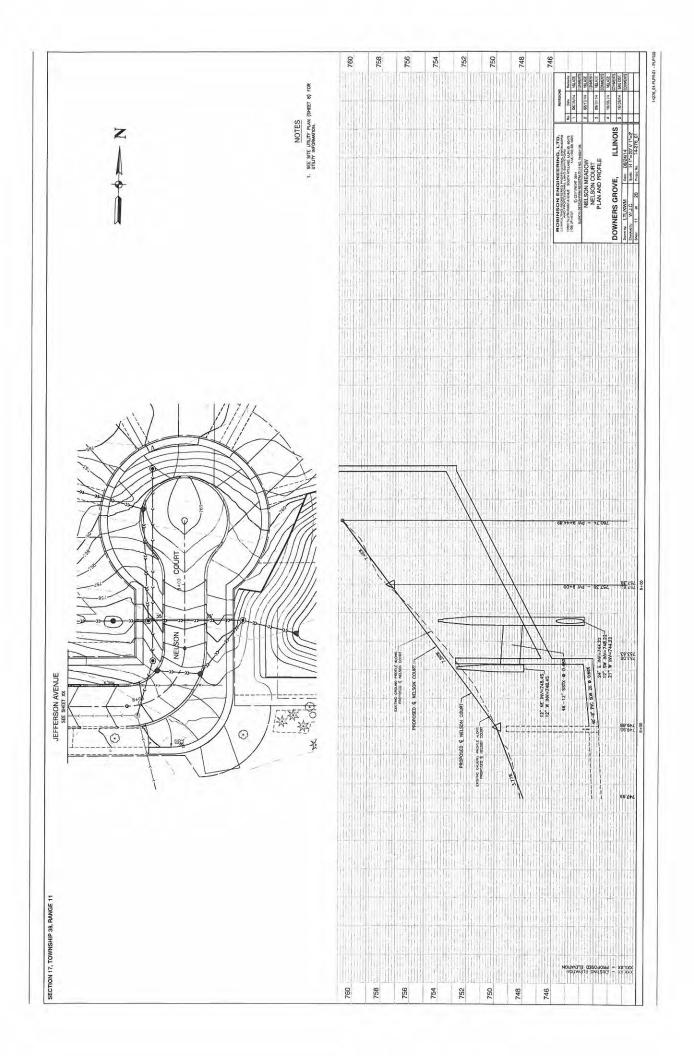


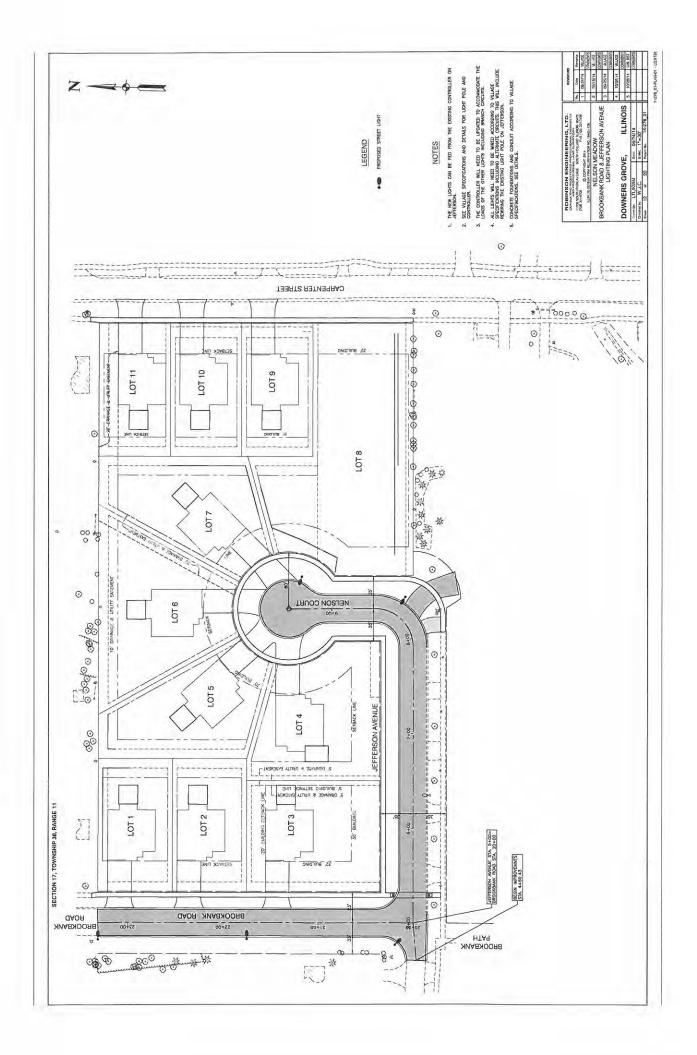


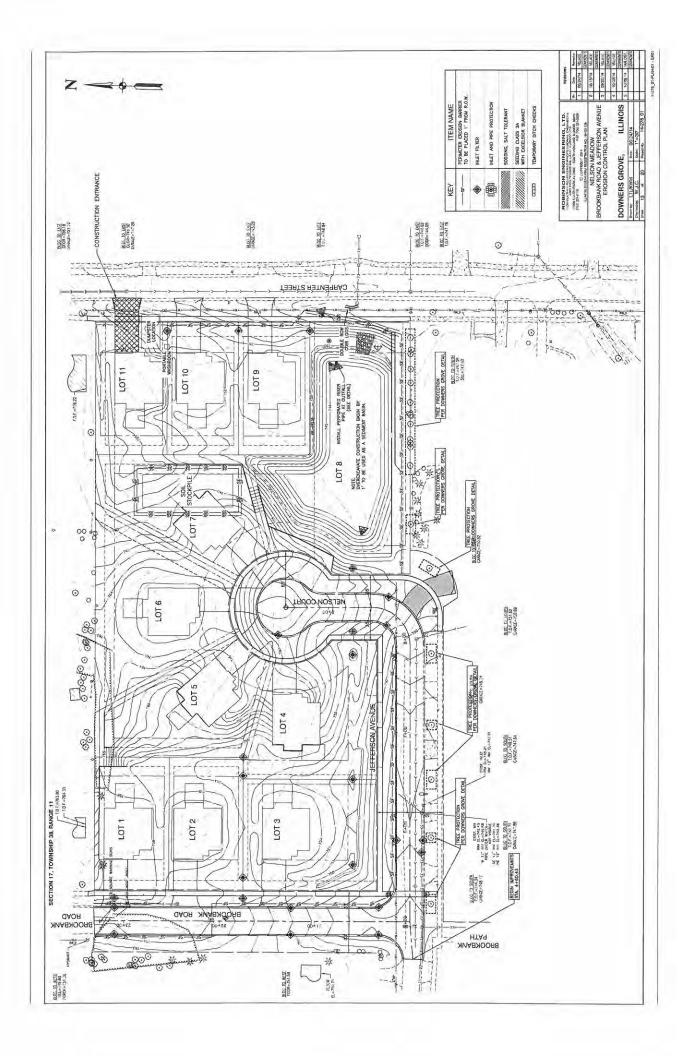


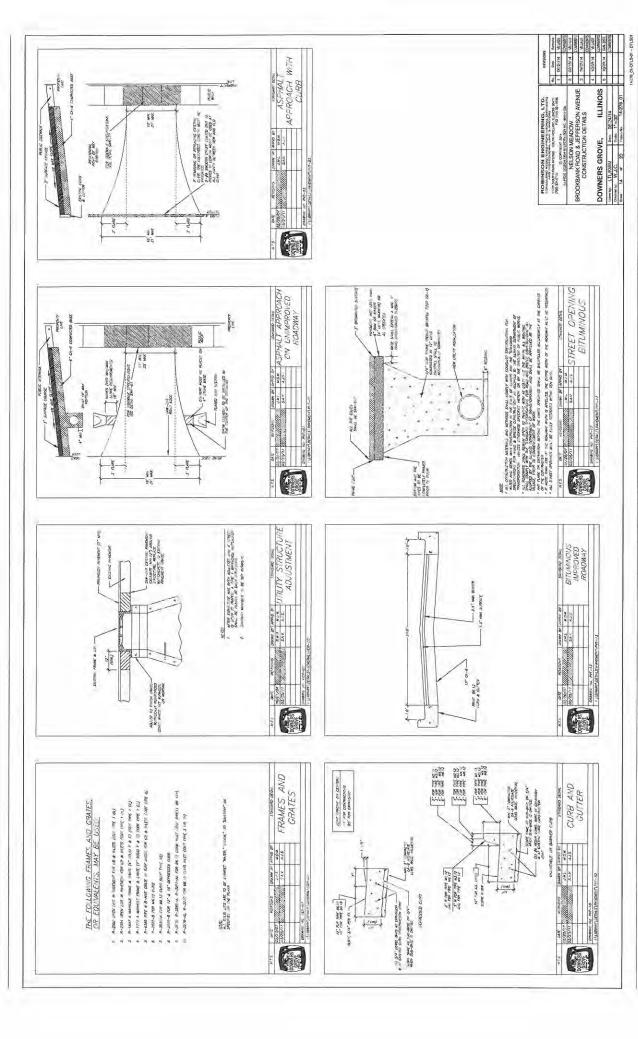


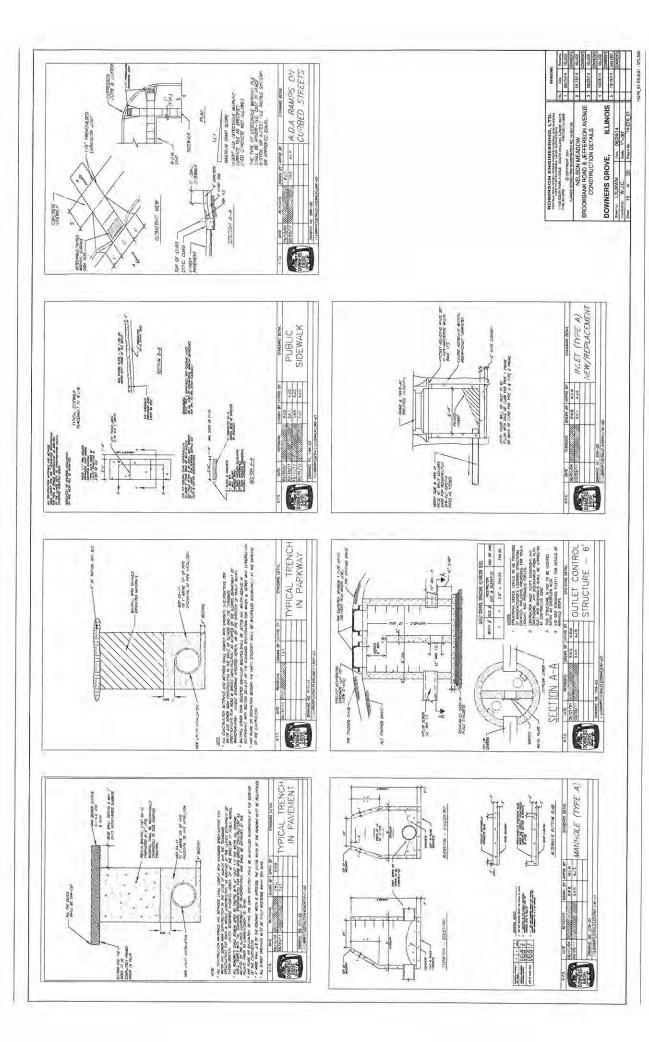


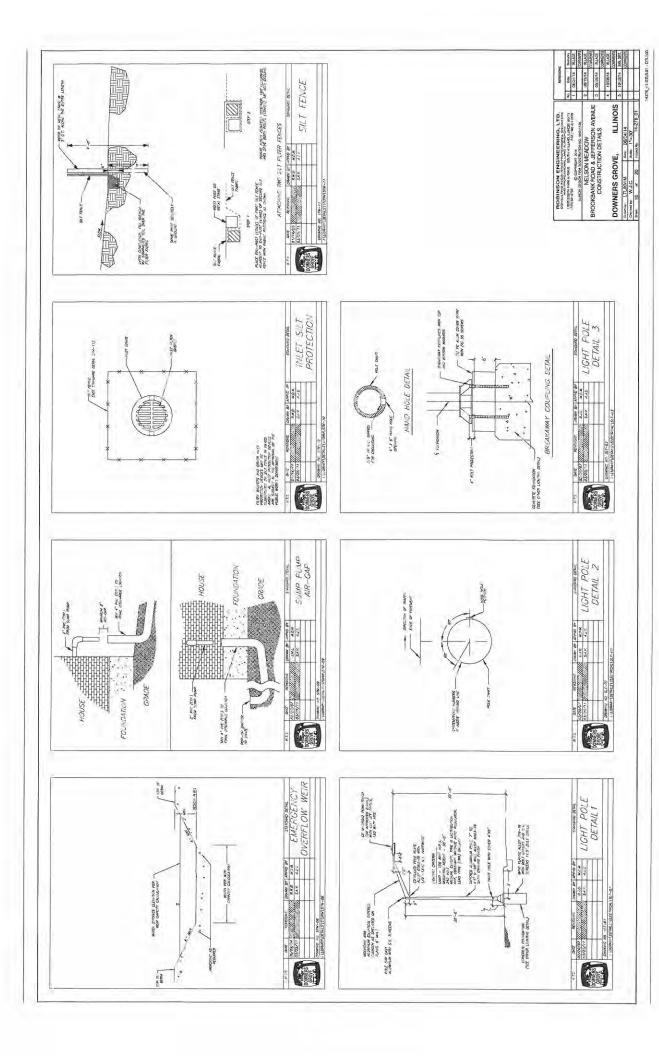


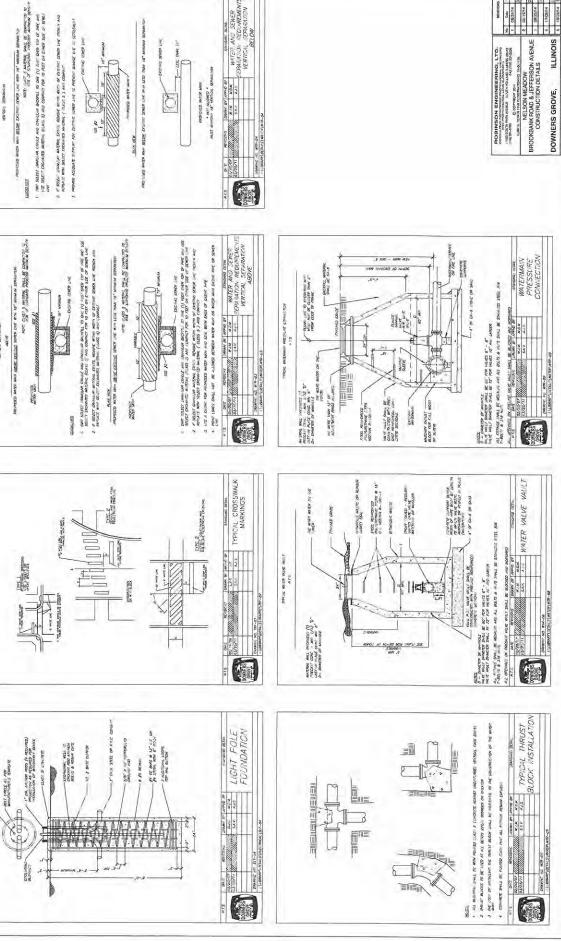












SENSON DEPER NATER AND SENSON PERMENSIS VERNICAL SERVANTON BELOW

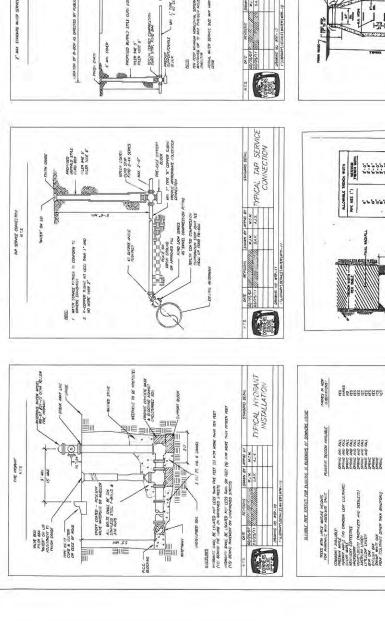
I LUSS NAW IF

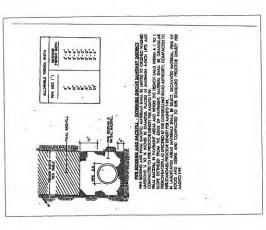
SHE OF SHEW LOS

NEW CALL SERVICINES

DON CHICAGO CHICAGO X 8/C.

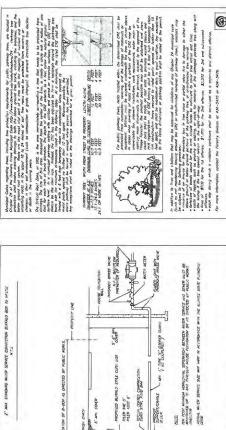
DOWNERS GROVE, ILLINOIS | 100 mm | 100





ENGLAND CHARGO

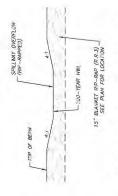
\$55,555 F THE OWN PROMISES



The state of the property of the state of th

AND DEDICE	TO STATE	THURST MATER SERVICE	NON FROM	101.01.01	ים הסטים	
STANE	The second	THICAL MA	CONNEC	200	YOU G	
AB GRAIN	MON	4.15			1	
Distant Br	W. S.	SAV				
MANAGE	11 11 111.1	111111111111111111111111111111111111111				W. 400-12
8	02/30/07	02/25/11		1		CHARACTER





=	
ET	
Q	
7	
4	
Z	
7	
D	×
S	×
0	É
3	Š
0	"
-	
5	
2	
5	
M	
1	
7	
4	

All All
HARE THOUGH TO. CHICAGO BLOCK CONTROL TO. CHICAGO BLOCK CONTROL TO. CHICAGO BLOCK CONTROL TO. JEFFERSON AVENUE ION DETAILS F. HLINOIS CONTROL CONTROL TO. CONTROL CONTROL TO. CONT

STANDARD MANHOLE DETAIL (OVER 5 FEET)
DOWNERS SHORE SUMMER SERVER
10-20-

14276_01-DTLS-01

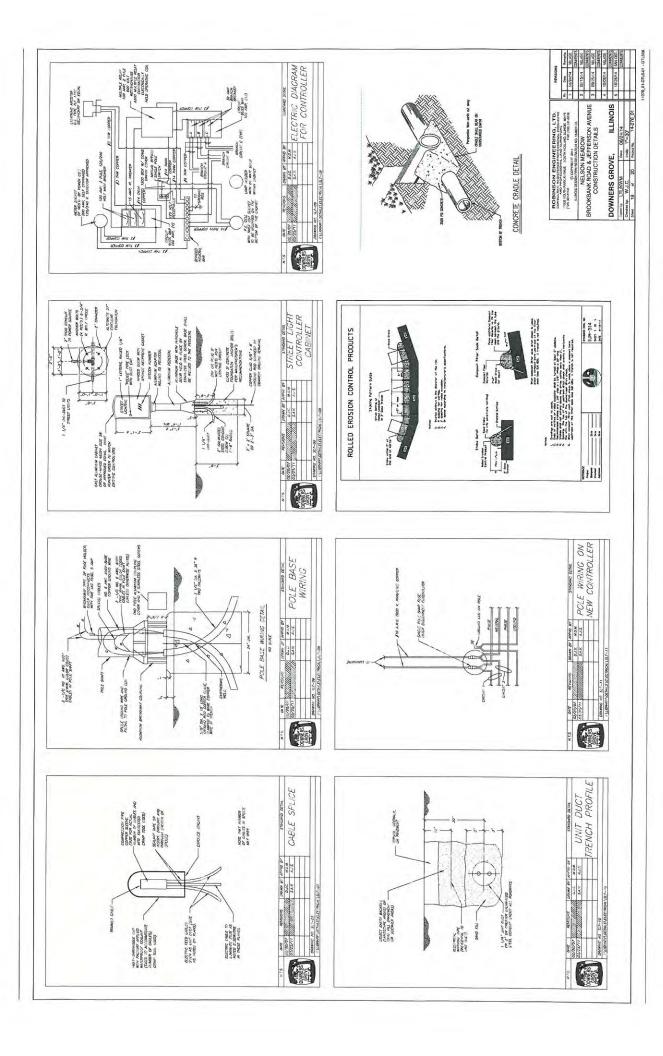
5 5555

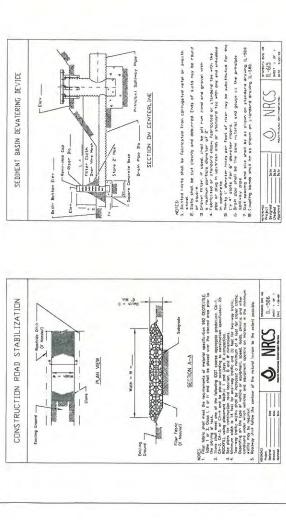
SPRING AND FALL SPRING AND FALL SPRING AND FALL SPRING AND FALL

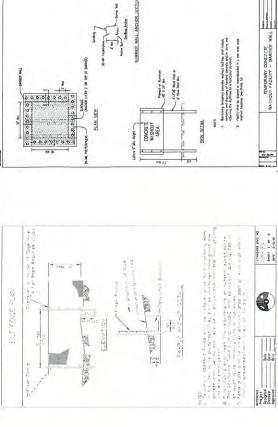
TOWNERS SHE (17C MAN TO THE CONTROL OF T

THINDS SERION WALLARD

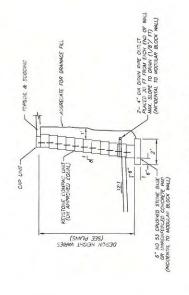
THES WEN SHOOT MITTAL NECKTYS TOP PAGNETS WITH CHEMIST WITH







BARRIER WALL ANCHOR SECTION



Available with 3" add is club box or open curb box. Evento-Curb Boxes available, see page 121.

CATAL COATE ST. DOCAL PENALTER ST. DOCAL PENALTER TYPE PERS FEET

R-3281-AL Combination Inlet Frame, Grate, Curb Box

PIPE DUTLET TO FLAT AREA

Heavy Duty

TYPICAL REINFORCED SECTION STANDARD UNITS - 1" SETBACK SCALE-NONE

NAME OF THE PARTY OF THE PARTY

Martin 17 of the fabric soil men's the send-result in the large state of the send of the s

HERE

PLAN

	MOCREA MOST AND	RING, LTD. States tubes con faction and con office of the con faction of the con office of the con off	4 - 0	DESCRIPTIONS DESCR	Remarks VILLAGE COMMENTS VILLAGE COMMENTS
	The contract of	000	4	10/08/14	MUAGE
4 10/08/14	OWNERS GROVE,	ILLINOIS	60	10/28/14	SAN DIST.
10/08/14	Drawn by: LTL/KWM Date:	06/24/14			COMMUNICATION
ILLINOIS 5 1028/14	Proceed by: W.J.C. Scale:	1*=30*			
ILLINOIS 5 1022/14 © 06/24/14 F 1=30	and 20 of 20 Project No.	14.978.01			

17100 SOUTH PARK AUSTUE TOUTH HOLLAND TUNOS 60473	No.	Oute	Box
(VOL) 201-6700	-	1002004	3
ILLINOIS DESIGN FRAM REGISTRATION NO. 184031128.			8
NEI SON MEADOW	8	60,015,14	3
BROOKBANK BOAD & IEEEEBSON AVENITE			8
CONTRACTOR OF THE PERSON OF TH	3	09/15/14	1
CONSTRUCTION DELAILS			8
	7	10/08/14	3
DOWNERS GROVE			8
	9	10/28/14	š
Unemby: LTL/KWM Date: 06/24/14			8
Checked by: W.J.C. scale: 1"=30"			L
Sheet 20 of 20 Project No. 14-276 01			L

14276_01-DTLS-01 - DTLS07



Engineer's Estimate of Probable Cost

Project: Location: Project #:	Nelson Meadow Downers Grove, IL 14-276			Prepared: Reviewed:	WJC 05/20/14
Project w.	14-2/0			Revised:	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	TOTAL PRICE
1	Demolition, Excavation & Erosion Control				
1.01	Tree Clearing	1.00	LS	\$2,500.00	\$2,500.0
1.02	Clearning & Grubbing	4.59 4.59	Acres	\$1,500.00	\$6,885.0
1,04	Topsoil Stripping Earthwork	2900.00	CY	\$2,000.00 \$5.00	\$9,180.0 \$14,500.0
1.05	Excess Heul off	13,600	CY	\$30.00	\$408,000.0
1.06	Silt Fence	1300	LF	\$2.50	\$3,250.0
1.07	Construction Entrance	1300	LS	\$2,500,00	\$2,500.0
1.08	Injet Protection	17	EA	\$150.00	\$2,550.0
1.00	Insel Fiolection	1 01	TO 1	SBTL	\$449,365.0
	- Country and and				
2	Storm Sewer	957	CE T	640 651	P70 000 0
2.01	12" RCP Storm Sewer 15" RCP Storm Sewer	957	LF LF	\$40.00 \$45.00	\$38,280.0
2.02		390	LF		\$10,395.00
2.03	18° RCP Storm Sewer 21" RCP Storm Sewer	86	LF	\$50.00 \$55.00	\$19,500.00
2.04	24" RCP Storm Sewer	40	LF	\$55.00	\$4,730.00
2.05	12" FES	3	EA	\$750.00	\$2,400.00
2.00	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
				SATL	\$148,780,00
3.01	Sanitary Sewer PVC Sanitary Sewer	260	LF T	\$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
0,04	Toolinger to Expand	2	ru I	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 connection	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 SBTL	\$5,000,00 \$134,365.00
				ODIL	# 134,300.UL
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 Asphiat Driveway Remove and Replace	156	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	Misoellaneous 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
				SETL	\$68,250.00

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.

Total Itemized Cost Add 10% for Contingencies TOTAL CONSTRUCTION COST

\$1,098,594.20

Estimate does not include permit fees.
 Estimate does not include landscaping.



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

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



Nelson Meadow Construction Schedule

MobilizationApril 1st, 2015Install Erosion ControlApril 2nd, 2015Mass EarthworkApril 6th, 2015Underground UtilitiesMay 4th, 2015Fine Grade RoadwaysMay 26th, 2015Pour CurbsJune 15th, 2015PavingJuly 13th, 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.



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

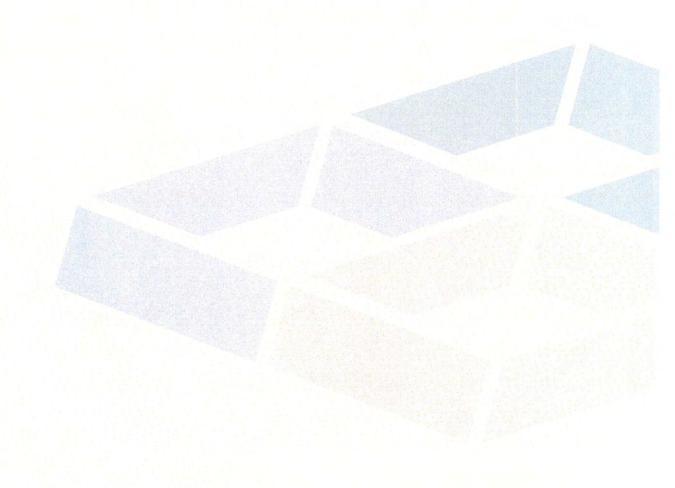


EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNM	ENT AND ASSUMPTIO	ON AGREEMEN	T is dated as of _	
20_, and is entered into be	tween	a		("Assignor")
and	, a		_ ("Assignee").	
WHEREAS, the V	Village of Downers Grove	e and		("Developer")
entered into the	Subdivision Imp	provement Agree	ment, dated	, 20_, (as
it may be amended, modi	ified or supplemented fro	om time to time,	the "Agreement"), regarding the
real property or a portion	of the real property descr	ribed on the attacl	ned Exhibit A, wh	nich Agreement
was recorded by the DuPa	age County Recorder of I	Deeds on 20	_, as Document l	No;
and				
WHEREAS, Assig	gnor became a party to	the Agreement p	oursuant to an A	ssignment and
Assumption Agreement of	dated as of 20	which Assignme	ent and Assumpt	ion Agreement
was recorded by the DuPa	nge County Recorder of D	Deeds on	20_, as Document	t No;
and				
WHEREAS, Assig	gnor desires to assign all o	or a portion of its	right, title and in	terest in and to
the Agreement to Assign	ee and Assignee desires	to accept said a	ssignment and a	assume all or a

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

portion of Assignor's liabilities and obligations related to or arising under the Agreement.

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:		
By: Its:		
ASSIGNEE:		
By: Its:	44.01	
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:			
Its:			
Bv:			
By: Its:			



■ Feet

210

140

35 70





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.

David B. Sosin, Attorney for the Developer

DBS/ap