

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**10/17/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
First Amendment to the Subdivision Improvement Agreement for McInerney Woods	Stan Popovich, AICP Director of Community Development

**SYNOPSIS**

A first amendment to the original Subdivision Improvement Agreement for the McInerney Woods subdivision has been prepared.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval on the October 17, 2017 consent agenda

**BACKGROUND**

In September 2006, the Village Council approved an annexation, plat of subdivision and a Subdivision Improvement Agreement to construct the eight lot McInerney Woods Subdivision at the intersection of Plymouth and 61<sup>st</sup> Streets. The developer has built one home in the subdivision and has completed some of the public improvements, including the detention basin, curbs and gutters and the first lift of the street. The developer intends to begin construction on the remaining lots and finish the subdivision. The proposed amendment identifies the remaining required public improvements, including stormwater best management practices, which must be completed in conjunction with the completion of the subdivision.

**ATTACHMENTS**

Resolution  
Agreement

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF A  
FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT  
BETWEEN THE VILLAGE OF DOWNERS GROVE,  
BRADLEY PROPERTY HOLDINGS, LLC AND  
BRADLEY CONSTRUCTION SERVICES  
FOR THE MCINERNEY 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 First Amendment to Subdivision Improvement Agreement (the "Agreement"), between the Village of Downers Grove (the "Village"), Bradley Property Holdings, LLC (the "Owner"), and Bradley Construction Services (the "Developer"), for certain project improvements to the McInerney Subdivision, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

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

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

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

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

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

THE ABOVE SPACE FOR RECORDER'S USE

**VILLAGE OF DOWNERS GROVE  
FIRST AMENDMENT TO  
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 11<sup>TH</sup> day of October, 2017, by and between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation ("Village"), Bradley Property Holdings, LLC, ("Owner"), and Bradley Construction Services, ("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 Owner owns the approximately 3.27 acres of real estate located at 6031, 6032, 6034, 6035, 6036, 6037, 6038, and 6040 Margo Court (PINs 09-08-411-029, -030, -031, -032, -033, -034, -035, and -036) and the partially constructed street known as Margo Court between these properties and described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"); and

**WHEREAS**, Bradley Construction Services is the Developer of the project who shall be responsible

installing all of the project improvements; and

**WHEREAS**, the Developer has subdivided the property and desires to complete the development of the Property; said Plat of Subdivision is on file in the DuPage County Recorder and is incorporated into this Subdivision Improvement Agreement (hereinafter "Agreement") by this reference, as though fully set forth; and

**WHEREAS**, the Village is willing to approve continued development of individual lots provided that this Agreement is signed 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, Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is acknowledged, the Village, Owner and Developer agree as follows:

**1. INCORPORATION OF PREAMBLE.**

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

**2. INSTALLATION OF IMPROVEMENTS.**

The Developer shall furnish at its own cost and expense all necessary materials, labor, and equipment to complete the improvements required by the Village Codes. These improvements are defined in the Village Subdivision Regulations (Chapter 20 of the Village Codes), Village Stormwater Ordinance Regulations (Chapter 26 of the Village Code) and depicted in the engineering plans, prepared by CEMCON, Ltd. dated June 2, 2006 and June 29, 2005, last revision June 7, 2006 (Exhibit B) and as-built surveys prepared by CEMCON, Ltd. dated February 12, 2008 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, storm water best management

practices, 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 CEMCON, Ltd., dated June 2, 2006 and June 29, 2005, last revision June 7, 2006, who are registered professional engineers. All new improvements completed after the effective date of this Agreement shall be in compliance with current Village codes, including but not limited to the Stormwater Ordinance (Chapter 26).

**3. SECURITY FOR PROJECT IMPROVEMENTS.**

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

**4. REDUCTION OF SECURITY.**

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

**5. 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.

**6. REIMBURSEMENT FOR COSTS.**

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

**7. INSURANCE.**

Within ten (10) days of execution of this Agreement, 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 Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for injury to one person;
- (d) A minimum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for injury to more than one person; and
- (e) A minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) 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.

**8. 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.

**9. PERFORMANCE 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 ten percent (10%) of the amount of the Security Instrument as a performance guarantee, as set forth in Section 20.402 of the Subdivision Code.

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.

**10. COMPLETION OF PROJECT IMPROVEMENTS.**

- (a) The Developer shall cause the Project Improvements to be completed within three (3) years

from the date hereof, or, in the alternative, 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. Streets, trees and sidewalks shall be installed from time to time as buildings within the development are completed, subject to winter weather conditions. Developer shall cause its engineers to correct drawings to show work as actually constructed, and said engineers shall turn over original tracings thereof to the Village as and for the Village's property. 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 seven (7) 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.

Upon completion and as a condition of final acceptance by the Village, Developer agrees to convey and transfer those improvements, which are deemed by the Village to be public improvements to the Village by appropriate bill(s) of sale.

**11. 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.

**12. 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 Amended 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 or provide proof from a recognized title company that all parties acting as subcontractors and materialmen have been fully paid or are no longer entitled to such lien.

**13. CONSTRUCTION FENCING.**

As part of the Subdivision, the Developer agrees to install construction fencing and maintain it during the duration of construction activities including, but not limited to grading, installation of public improvements and the construction of individual homes in accordance with the construction fencing plan dated August 28, 2006 and attached hereto as Exhibit D.

**14. TREES.**

The Developer shall provide the Village with a minimum payment of \$10,300.00 for the planting of twenty (20) new parkway trees prior to the issuance of any site development permits. In lieu of the Village planting the trees, the Developer may plant the new parkway trees. If the Developer chooses to install the trees at its expense, a planting plan and species list shall be submitted to the Village Forester for approval prior to the issuance of any site development permit.

**15. DETENTION BASIN.**

The Developer shall submit a detailed landscape plan for the retaining walls and grading of the detention basin located on Lot 1 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.

The Developer shall install a handrail and/or decorative fencing on top of the western retaining wall of the detention area. If the Developer desires to modify the design of the retaining wall or handrail/decorative fencing, the design and materials for the retaining wall and handrail/decorative fencing shall be submitted to the Village Engineer for approval prior to the issuance of any site development permits.

**16. OCCUPANCY PERMITS.**

It is agreed that no final occupancy permits shall be issued for any building in said subdivision until all Project Improvements required for such building by this Agreement, except for final surface course of roads, sidewalks, and parkway trees have been substantially completed in a manner acceptable to the Village Engineer. Parkway trees for a subdivided lot shall be installed by the Developer at his sole expense, in accordance with Paragraph 14 above. Temporary occupancy permits may be issued prior to the completion of any of the Project Improvements when deemed appropriate by the Village in accordance with applicable Village Codes. However, a certificate of occupancy must be obtained within six (6) months from the date of receipt of the temporary occupancy permit. Occupancy permits may be issued for model home facilities used for construction and sale purposes only and not for regular residential habitation prior to the completion of the improvements.

**17. 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 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 reasonable costs for the performance of this maintenance or repair upon receipt of an invoice from the Village setting forth said cost to the Village.

**18. DAMAGE TO PROJECT IMPROVEMENTS.**

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.

**19. 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.

**20. VILLAGE REMEDIES.**

(a) 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.

(b) 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.

**21. BINDING EFFECT.**

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

**22. 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.

**23. 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.

**24. 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.

**25. GOVERNING LAW.**

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

**26. 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: Bradley Construction Services  
515 Ogden Avenue, Suite 208  
Downers Grove, IL 60515
- (c) Owner at: Bradley Property Holdings LLC  
c/o David Bradley  
515 Ogden Avenue, Suite 208  
Downers Grove, IL 60515

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

**VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation**

By: \_\_\_\_\_  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Its: Village Clerk

**OWNER** *David J. Bradley*  
By: *David J. Bradley*  
Its: MEMBER

ATTEST:

*J. Kerntson*  
\_\_\_\_\_

**DEVELOPER**  
By: *David J. Bradley*  
Its: MEMBER

ATTEST:

*J. Kerntson*  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO  
HEREBY CERTIFY that DAVID BRADLEY, \_\_\_\_\_ of BRADLEY CONSTR. SPA LLC.  
("Developer"), of said corporation, personally known to me to be the same person whose name is  
subscribed to the foregoing instrument as such he 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 member, 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 11<sup>th</sup> day of October, 2017.

Sheryl A. VLK  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS            )  
   ) ss  
 COUNTY OF DUPAGE         )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David Bradley, Bradley Property Holdings LLC of the ("Owner"), of said corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such he and 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 member, 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 1<sup>st</sup> day of October, 2017.

Sheryl A. VLK  
 Notary Public



**EXHIBIT A****LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 5, 6, 7 and 8 and the dedicated Margo Court right-of-way of McInerney Woods Subdivision, being a part of the South half of Section 18, Township 38 North, Range 10 East of the Third Principal Meridian, per Document R2007-094403, recorded May 21, 2007, in DuPage County, Illinois, commonly known as 6031, 6032, 6034, 6035, 6036, 6037, 6038, and 6040 Margo Court (PINs 09-08-411-029, -030, -031, -032, -033, -034, -035, and -036).

**Exhibit B -Engineering Plans (Project Improvements)**

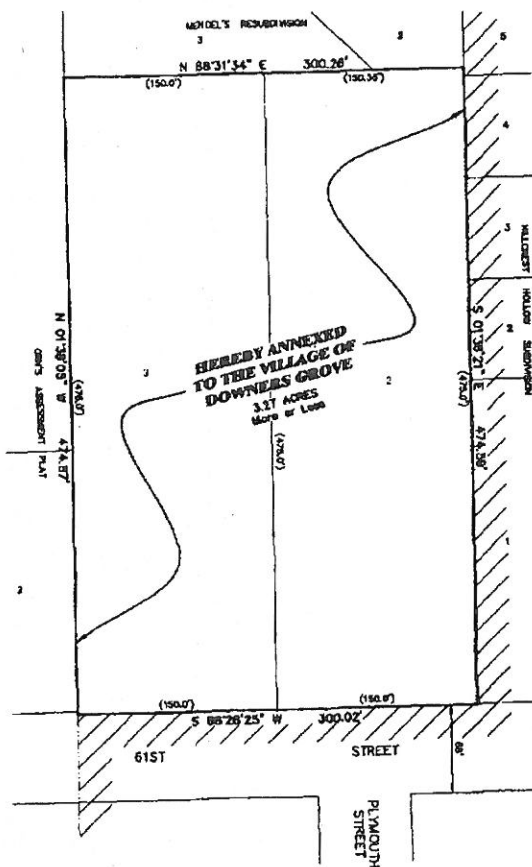
# PLAT OF ANNEXATION to the VILLAGE OF DOWNERS GROVE

SHEET 1 OF 1

LOTS 2 & 3 IN ADAMEC'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1985 AS DOCUMENT R65-04086, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL INDEX NUMBER**  
09-16-401-041  
09-18-401-042

LEGEND	
	ANNEXATION BOUNDARY LINE (Heavy Solid Line)
	ADJACENT LOT/PROPERTY LINE (Solid Line)
	EXISTING MUNICIPAL CORPORATE LIMITS (Solid Line)



**DUPAGE COUNTY RECORDER'S CERTIFICATE**

STATE OF ILLINOIS) SS.  
COUNTY OF DU PAGE) )  
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF A.D., 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND WAS RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_

RECORDER OF DEEDS

**NOTES**

THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF 61ST STREET RIGHT OF WAY BEING S 88°28'26\" W (ASSUMED).  
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.  
DIMENSIONS ENCLOSED WITH | ARE RECORD DATA. ALL OTHER DIMENSIONS/ANGLES ARE MEASURED.

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS) SS.  
COUNTY OF DUPAGE) )  
THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF DOWNERS GROVE.  
GIVEN UNDER MY HAND AND SEAL THIS 31ST DAY OF JULY, A.D., 2006.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072  
BY REGISTRATION EXPIRES ON NOVEMBER 30, 2008  
PROFESSIONAL DESIGN FIRM No.: 184002837  
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2007

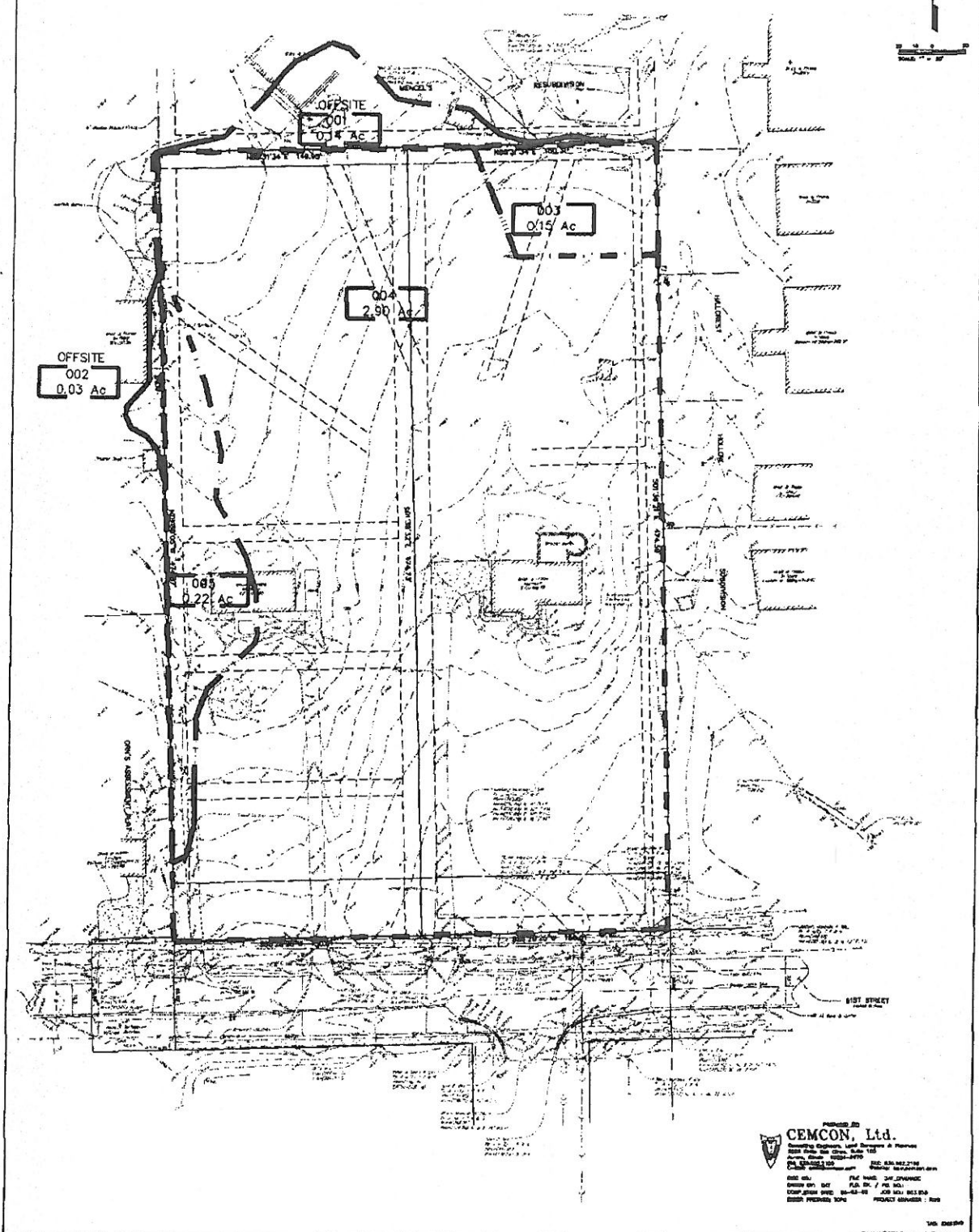


**PREPARED BY:**  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 WHITE OAK CIRCLE, SUITE 100  
AURORA, ILLINOIS 60502-8675  
PH: (630) 862-2100 FAX: (630) 862-2100  
e-mail: ceo@cemcon.com

DISC NO.: 903863 FILE NAME: ANNEX  
DRAWN BY: H.K.S. P.L. SK. / P.L. NO.: 833/14-28  
COMPLETION DATE: 07-31-06 JOB NO.: 903.863  
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EXISTING WATERSHED EXHIBIT  
 FOR  
**Mc INERNEY WOODS  
 SUBDIVISION**



Prepared by  
**CEMCON, Ltd.**  
 Consulting Engineers, Land Surveyors & Planners  
 1000 Lakeshore Blvd. Suite 1000  
 Scarborough, Ontario M1V 4Y9  
 Tel: (416) 291-1111  
 Fax: (416) 291-1112  
 E-mail: info@cemcon.com  
 Project No. 17-001  
 Project Name: Mc Inerney Woods Subdivision  
 Date: 2017-07-20  
 Scale: As Shown  
 Project Manager: R. W. [Name]





DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS... COUNTY OF DU PAGE... THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE DAY OF...

RECORDER OF DEEDS... DUPAGE COUNTY CLERK'S CERTIFICATE... STATE OF ILLINOIS... COUNTY OF DUPAGE...

VILLAGE COUNCIL CERTIFICATE

STATE OF ILLINOIS... COUNTY OF DUPAGE... I, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT TAXES, NO UNPAID DELINQUENT TAXES, AND NO UNPAID TAXES SUBJECT TO A LIEN...

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS... COUNTY OF DUPAGE... I, COLLECTOR FOR THE VILLAGE OF DOWNS GROVE, DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT TAXES, AND NO UNPAID TAXES SUBJECT TO A LIEN...

DOWNS GROVE SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS... COUNTY OF DUPAGE... I, COLLECTOR FOR THE DOWNS GROVE SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT TAXES, AND NO UNPAID TAXES SUBJECT TO A LIEN...

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS... COUNTY OF DUPAGE... APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE VILLAGE OF DOWNS GROVE, DUPAGE COUNTY, ILLINOIS, THIS DAY OF...

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS... COUNTY OF DUPAGE... THIS IS TO CERTIFY THAT I, PETER A. BLANER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND RECONCILED THE FOLLOWING DESCRIBED PROPERTY...

OWNER'S CERTIFICATE

STATE OF ILLINOIS... COUNTY OF DU PAGE... THE PROPERTY DESCRIBED IN THE CERTIFICATE OF RESTRICTIONS IS THE PROPERTY OWNED BY...

DECLARATION OF RESTRICTIVE COVENANTS

THE PROPERTY DESCRIBED IN THE CERTIFICATE OF RESTRICTIONS IS THE PROPERTY OWNED BY... ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED HEREIN IS WITHIN THE LIMITS OF THE REAL SCHOOL DISTRICT...

DECLARATION OF RESTRICTIVE COVENANTS

(1) ALL PUBLIC UTILITY STRUCTURES AND FACILITIES, WHETHER LOCATED ON PUBLIC OR PRIVATE PROPERTY, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING RESTRICTIONS...

DECLARATION OF RESTRICTIVE COVENANTS

(2) THE APPLICABLE RESTRICTIONS AND COVENANTS, AND EACH AND EVERY ONE OF THEM, ARE HEREBY EXPRESSLY MADE AN ESSENTIAL PART OF THIS INSTRUMENT...

DECLARATION OF RESTRICTIVE COVENANTS

(3) IN THE EVENT THE ORDER OF PURCHASER FAILS TO PROPERLY MAINTAIN THE STORMWATER MANAGEMENT SYSTEM, THE VILLAGE OF DOWNS GROVE, ILLINOIS, SHALL OBTAIN THE NECESSARY PERMITS AND EXPENSES TO REPAIR, REPLACE OR MAINTAIN THE STORMWATER MANAGEMENT SYSTEM...

EASEMENT RELEASE CERTIFICATES

STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0086 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... COMMONWEALTH FIBER COMPANY... BY:...

STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0406 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... ILLINOIS BELL D.S.A. INC... BY:...

STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0406 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... CONCAST... BY:...

STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0406 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... TORNSHIP OF DOWNS GROVE... BY:...

STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0406 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... COUNTY OF DUPAGE... BY:...

STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0406 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... COUNTY OF DUPAGE... BY:...

STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0406 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... COUNTY OF DUPAGE... BY:...

STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0406 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... COUNTY OF DUPAGE... BY:...

STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0406 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... COUNTY OF DUPAGE... BY:...

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APPROVED AND ACCEPTED THIS DAY OF... COUNTY OF DUPAGE... BY:...

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STATE OF ILLINOIS... COUNTY OF DU PAGE... RELEASE OF EASEMENTS ESTABLISHED PER DOCUMENT NO. 04-0406 SHOWN HEREON WITH CROSS MATCHING...

APPROVED AND ACCEPTED THIS DAY OF... COUNTY OF DUPAGE... BY:...

EASEMENT PROMISORS

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICES IS HEREBY RESERVED FOR AND GRANTED TO...

COMMONWEALTH FIBER COMPANY... ILLINOIS BELL TELEPHONE COMPANY... THEIR RESPECTIVE LICENSES, ACCESSORIES, AND SERVICES...

ILLINOIS BELL TELEPHONE COMPANY... COMMONWEALTH FIBER COMPANY... THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT...

ILLINOIS BELL TELEPHONE COMPANY... COMMONWEALTH FIBER COMPANY... THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT...

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ILLINOIS BELL TELEPHONE COMPANY... COMMONWEALTH FIBER COMPANY... THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT...

ILLINOIS BELL TELEPHONE COMPANY... COMMONWEALTH FIBER COMPANY... THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT...

CEMCON, Ltd. 2205 WEST OAK CIRCLE, SUITE 100 ALTON, ILLINOIS 62002-9670 THE FLOOD-RESISTANT FLOORING EXPERTS

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072 EXPIRATION DATE 11 APRIL 30, 2007

STATE OF ILLINOIS... COUNTY OF DU PAGE... SURFACE WATER STATEMENT... TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SUCH SUBDIVISION OR ANY PART THEREOF...

STATE OF ILLINOIS... COUNTY OF DU PAGE... SURFACE WATER STATEMENT... TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SUCH SUBDIVISION OR ANY PART THEREOF...

STATE OF ILLINOIS... COUNTY OF DU PAGE... SURFACE WATER STATEMENT... TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SUCH SUBDIVISION OR ANY PART THEREOF...

**Exhibit C - Cost Estimate**

7/31/06

**PRELIMINARY ESTIMATE**  
**IMPROVEMENT COSTS FOR**  
**McINERNEY WOODS SUBDIVISION**

**SUMMARY BY CATEGORY****ESTIMATED COST**

• MASS GRADING AND EXCAVATION	\$ 20,317.
• CONCRETE CURB, GUTTER AND SIDEWALK	\$ 19,352.
• PAVING IMPROVEMENTS	\$ 23,408.
• SITE LIGHTING IMPROVEMENTS	\$ 10,623.
• TEMPORARY AND PERMANENT EROSION CONTROL MEASURES	\$ 11,005.
• SANITARY SEWER IMPROVEMENTS	\$ 27,353.
• POTABLE WATER IMPROVEMENTS	\$ 23,882.
• STORM SEWER SYSTEM IMPROVEMENTS	\$ 35,407.
• RETAINING WALLS AND FENCING	\$ 47,544.
<b>TOTAL</b>	<b>\$ 219,891.</b>

**Exhibit D - Fencing Plan**



**EXHIBIT E****ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of

\_\_\_\_\_, 20\_\_, and is entered into between \_\_\_\_\_ a  
 \_\_\_\_\_ ("Assignor") and \_\_\_\_\_  
 a \_\_\_\_\_ ("Assignee").

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

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

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

**NOW, THEREFORE**, in consideration of Ten and 00/100 Dollars (\$10.00) and other  
 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,  
 (a) Assignor does hereby assign, transfer, and convey unto Assignee all or the portion as set forth  
 in Exhibit A hereto, of Assignor's right, title and interest in and to the Agreement and any benefits

hereafter derived thereunder and (b) Assignee does unconditionally hereby assume and promise to pay and perform in full, from and after 12:01 a.m. on the date first written above, all, or the portion as set forth in Exhibit A hereto, of the obligations and liabilities of Assignor related to or arising under the Agreement.

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

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

**ASSIGNOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CONSENT AND RELEASE**

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

Executed this \_\_\_\_ date of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_