

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**12/12/2017**

<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

**UPDATE & RECOMMENDATION**

This item was discussed at the October 17, 2017 Village Council meeting. Staff recommends approval on the December 12, 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 61st Streets. The developer has built one home in the subdivision and has completed some of the public improvements. The following table identifies the status of the public improvements:

<b>Improvement</b>	<b>Status</b>
Stormwater	
• Installation of storm sewers	Completed
• Construction of detention basin	70% complete
Sanitary	
• Installation of sanitary mains	Completed

Water	
• Installation of water mains	Completed
• Installation of fire hydrants	Completed
Street	
• Installation of curb and gutter	Completed
• Installation of initial pavement layer	Completed
• Installation of final pavement layer	To be completed
• Installation of sidewalks	To be completed
• Installation of street lights	To be completed
• Installation of street trees	To be completed
Site Work	
• Mass grading	Completed

The key terms of the SIA are:

- Remaining public improvements to be completed in compliance with current codes
- Detention basin to be constructed in conjunction with the construction of a new single family home on Lot 7
- A Certificate of Occupancy will not be issued for the single family home on Lot 7 until the detention basin is completed
- No permits will be issued for the remaining lots in the subdivision until the detention basin is completed, reviewed and approved by the Village.
- Sidewalks are to be installed with each house
- Developer has three years to complete all public improvements

The Village currently has a Letter of Credit on file from the petitioner in the amount of \$92,275 which is sufficient to cover the costs of the remaining public improvements.

## **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 \_\_\_\_\_ day of December, 2017, by and between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation ("Village"), Bradley Property Holdings, LLC, ("Owner"), and Bradley Construction Services, ("Developer").

**W I T N E S S E T H**

**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. The Developer will continue to maintain 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 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.

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 either 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 or 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 has submitted a detailed landscape plan for the retaining walls and grading of the detention basin located on Lot 1 of the Subdivision. The plan has been reviewed and approved by the Village of Downers Grove. The Developer shall adhere to the terms and conditions of said plan. If the Developer desires to modify the design of the retaining wall which requires 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 commencement of the work. The detention basin and handrail and/or decorative fencing (if required) shall be completed prior to the issuance of any certificates of occupancy for Lot 7 for any building permits for Lots 1-3, 5, 6 and 8.

**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. It is expressly understood that the stormwater detention basin must be completed and provide the required volume for the entire subdivision prior to the issuance of any certificates of occupancy for Lot 7 or building permits for Lots 1-3, 5, 6 and 8. For purposes of this paragraph a "completed stormwater detention basin shall mean that the basin is fully functional, provide all the required storage and volume for the entire subdivision, and fully planted. 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**

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

ATTEST:

\_\_\_\_\_

**DEVELOPER**

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

ATTEST:

\_\_\_\_\_

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 \_\_\_\_\_ of \_\_\_\_\_  
 ("Developer"), of said corporation, personally known to me to be the same person whose name is  
 subscribed to the foregoing instrument as such \_\_\_\_\_ 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 \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

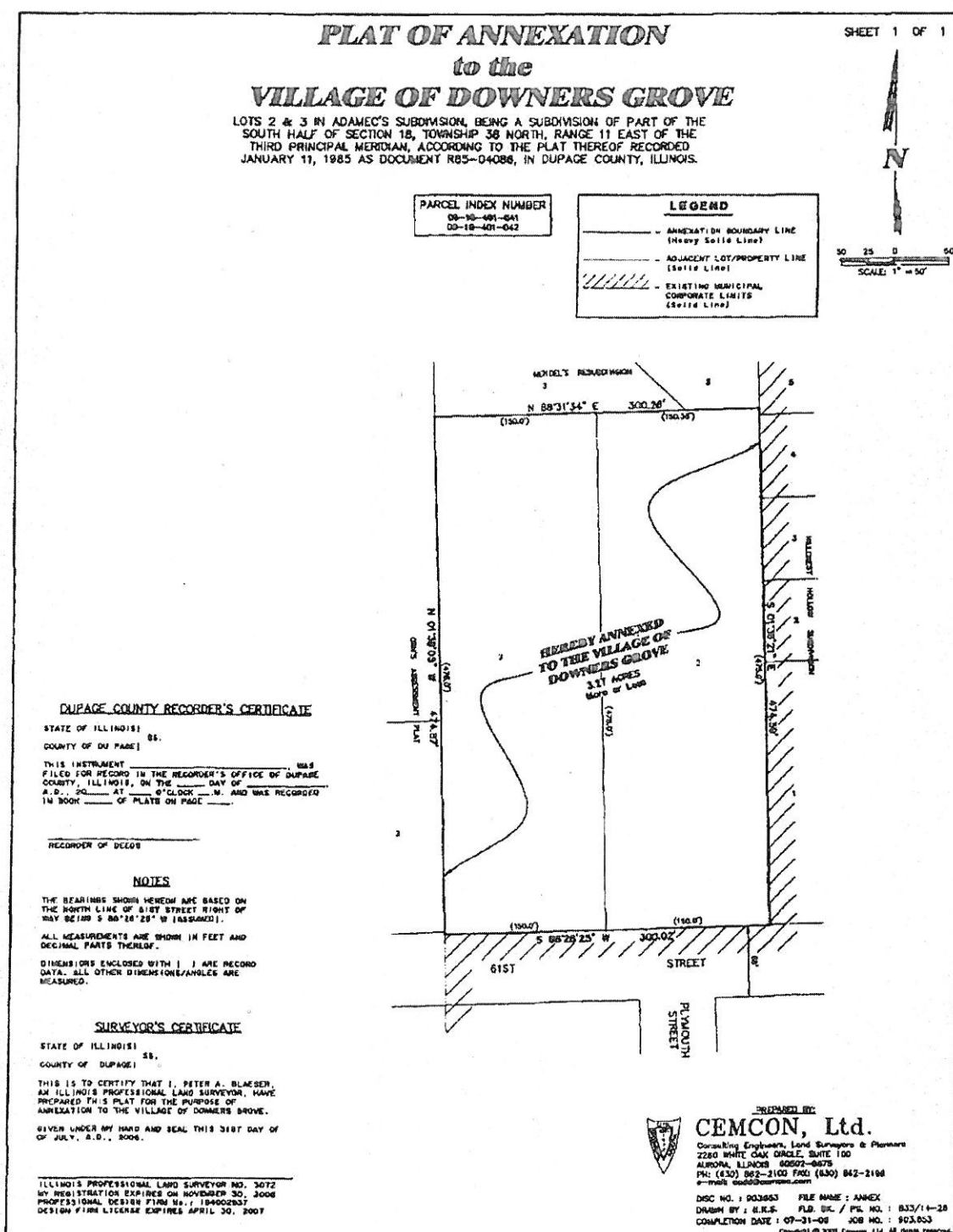
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Notary Public

EXHIBIT ALEGAL DESCRIPTION

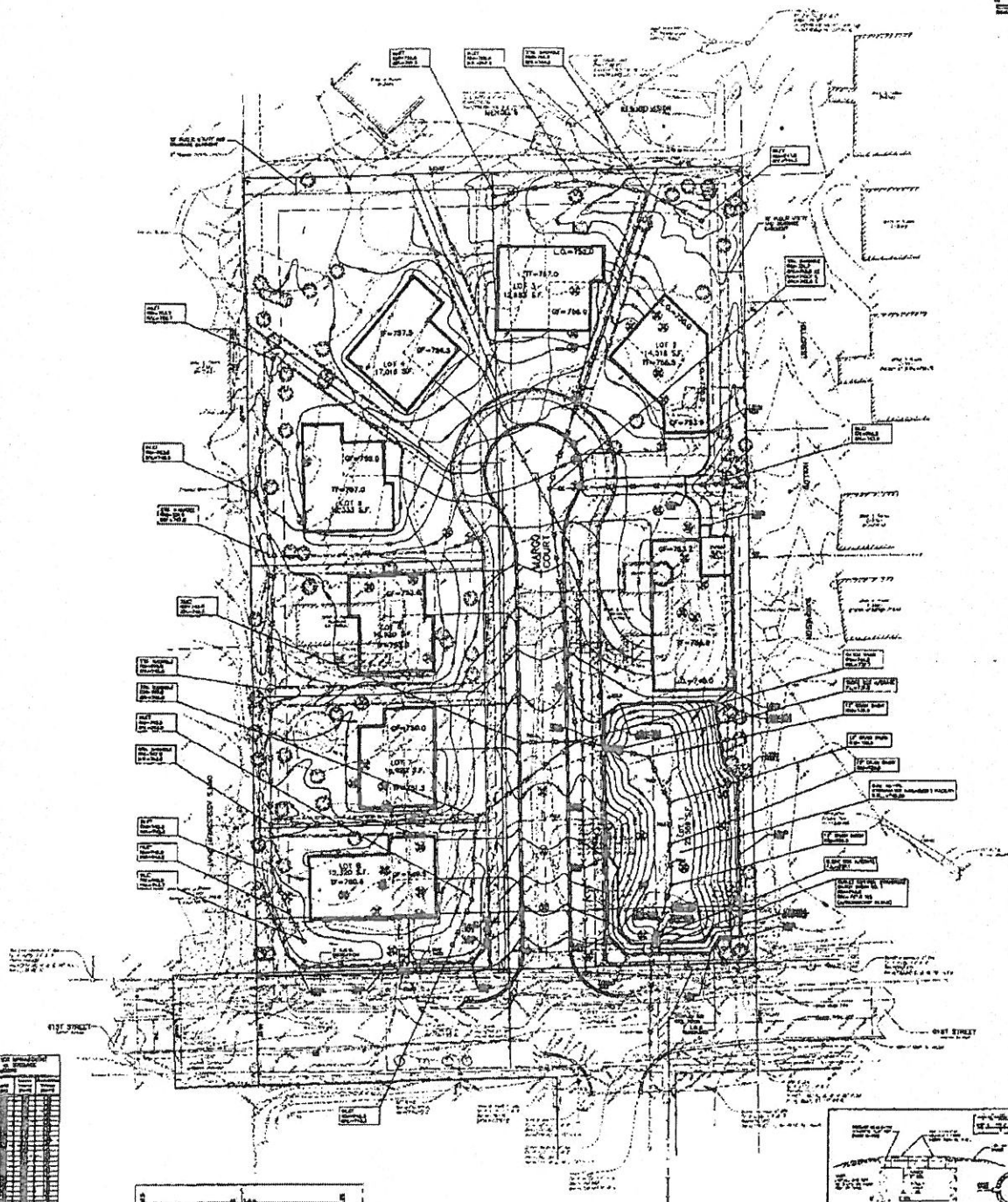
Lots 1, 2, 3, 4, 5, 6, 7 and 8 and the dedicated Margo Court right-of-way of McInerney Woods Subdivision, being a part of the South half of Section 18, Township 38 North, Range 10 East of the Third Principal Meridian, per Document R2007-094403, recorded May 21, 2007, in DuPage County, Illinois, commonly 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)**





# PRELIMINARY ENGINEERING PLAN FOR **McINERNEY WOODS SUBDIVISION**



NO.	DESCRIPTION	DATE
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**LEGEND**

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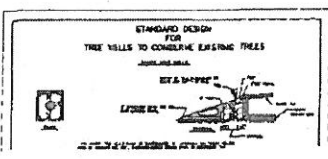
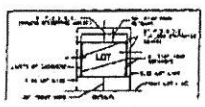
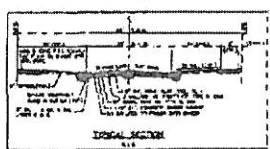
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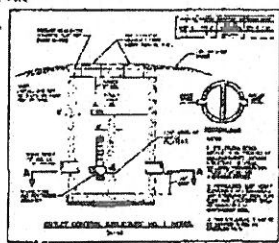
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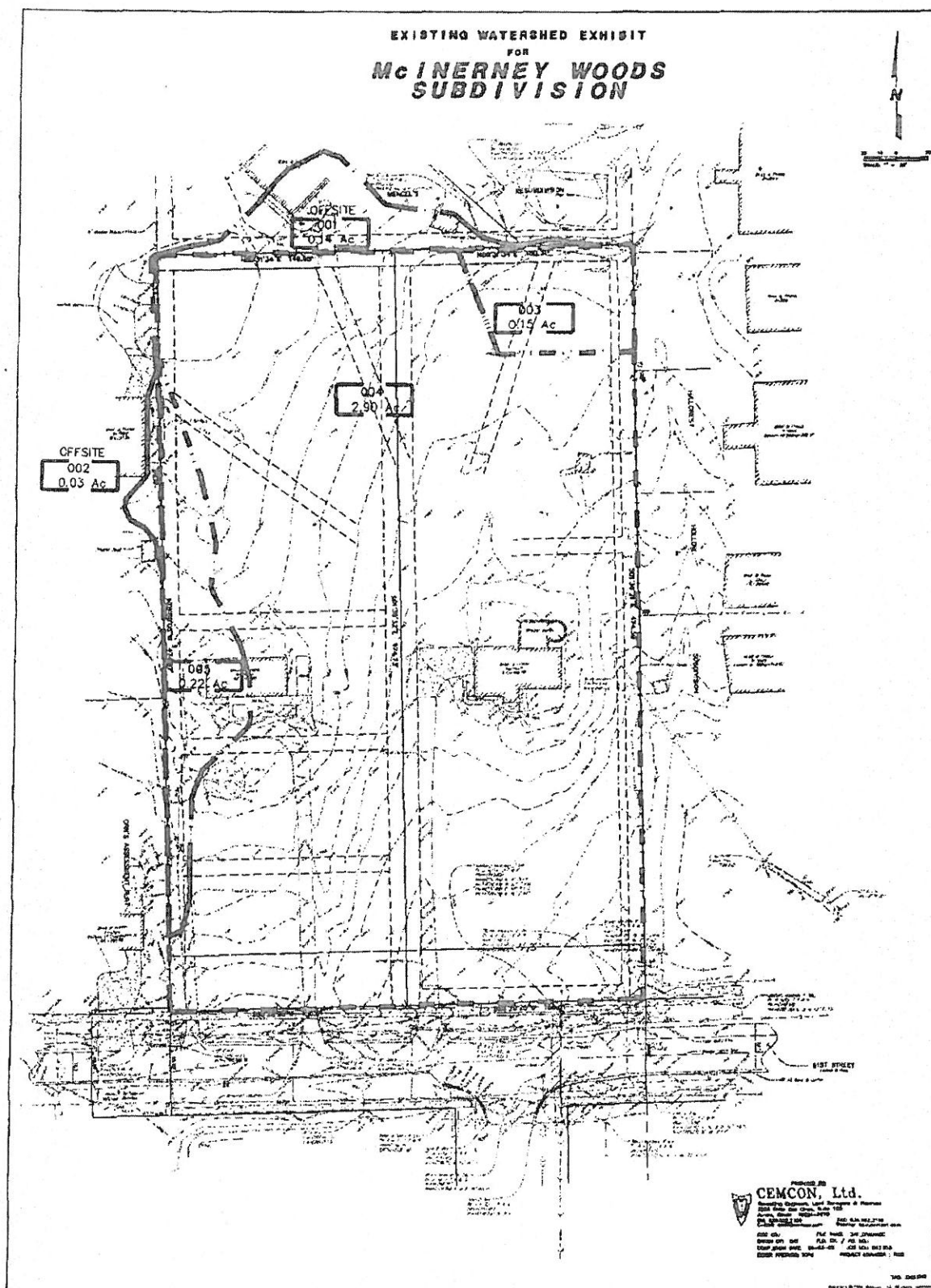
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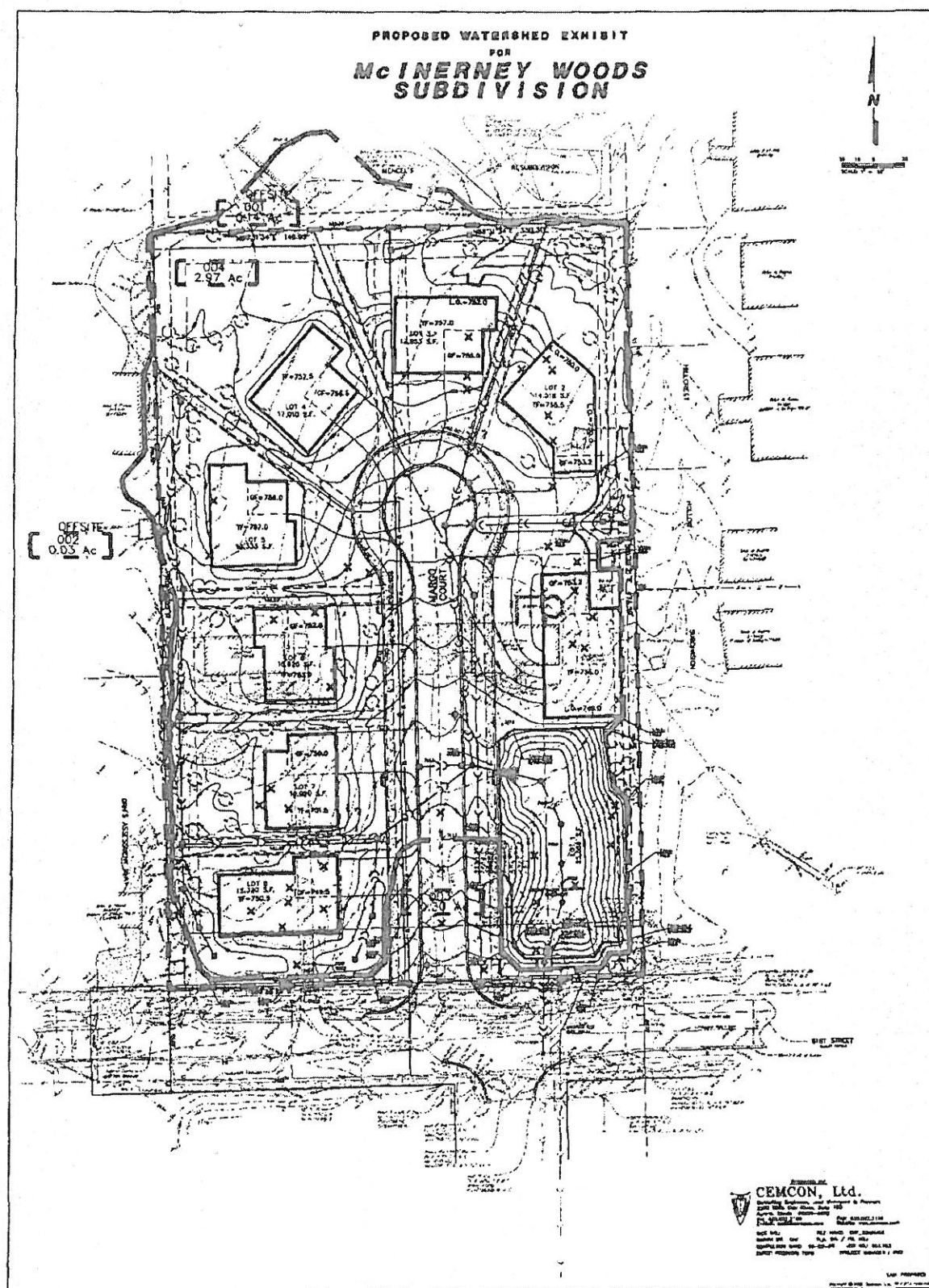


**BRADLEY LAND GROUP, INC.**  
1032 OGDEN AVENUE  
DOWNERS GROVE, IL 60515  
(630) 241-3539



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DOWNERS GROVE, IL 60515  
(630) 241-3539





BEING A PART OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

SHEET 1 OF 2

THIS PAGE WAS DELETED BY THE SECURITY  
AGENCY FOR THE PROTECTION OF NATIONAL DEFENSE

(S)

(U)

1977/1978 1979/1980 1981/1982

TOTAL AREA OF 3.0 SECTION  
1,271 ACRES

20 10 0

U2 - 3RD PART OF A BRANCH & VIOLATION AS ESTABLISHED PER (MORNING) 1990-01-01 LHM IS LOTS 1 & 2 PLAYED HURON IS HEREBY RELEASED & EXTENDING TO 30 WAT PART OF SAG EASMENT SHOW NEW CROSS HAYDING ON SAG LOTS 3 & 4 IS TERMINAL.

[illegible]

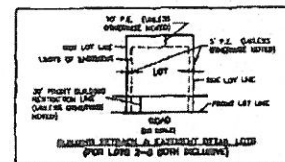
DATA

THE BUREAU HAS BEEN ADVISED BY ALL THE  
AGENCIES AND OFFICES OF THE DEPARTMENT THAT  
THE BUREAU HAS BEEN ADVISED BY ALL THE  
AGENCIES AND OFFICES OF THE DEPARTMENT THAT

THIS COPY IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 10-10-2001 BY 60322 UCBAW

U.S. - CANADIAN OFFSHORE LINE  
THE SCHEDULE STARTS AND ENDS UPON THE  
CROSSING OF THE BOUNDARY LINE OF THE  
U.S. & CANADIAN OFFSHORE LINE.



772 - THAT PART OF A BROADCAST  
CARRIED ON ESTABLISHED PER  
SCHEDULED BROADCASTS WHICH IN THE  
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CARRIED ON THAT PART OF SAID  
CARRIED SHOWS WITH OTHER MATTER  
ON SAID LOT 1 & 2 IS TERMINATED.

Q. ... THAT PART OF A EXHIBITS  
DETACHMENT EASEMENT AS ESTABLISHED  
PER SURVEYED REG-DONOR LOTS IN LOT  
3 PLATTED HEREIN IS HEREBY RELEASED  
IN ENTIRETY SO THAT PART OF SAID  
EASEMENT SHOWN IN GRAYS IN FIGURE  
ON SAID LOT 1 IS TERMINATED.

FROM: ONSET VEHICLE DAMAGE, REPAIRS & RECOVERY  
DURATION FROM LOSS 1 & 0 (200) 887 8787.

BRADLEY LAND GROUP, INC.  
1032 OGDEN AVENUE  
DOWNERS GROVE, IL 60515  
(830) 241-3539

REGISTERED ST.  
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners  
2220 WHITE OAK CIRCLE, SUITE 100  
ALABAMA, 35404-0000 (205) 922-0000  
FAX (205) 922-3100 FAX (205) 922-3100  
E-MAIL: [info@whiteoak.com](mailto:info@whiteoak.com)

DISC NO. : 003053 FILE NAME : LOTUSLC  
DISC NO. : 003054 FILE NO. / PG. NO. : 003/14-2  
COMPLETION DATE : 07-31-08 JOB NO. : 003053





**Exhibit C – Cost Estimate**

Engineer's Opinion of Probable Cost  
McInerney Woods Subdivision

Parkway Tree Installation	\$7,200
Erosion & Sediment Control	\$1,200
Stormwater Management Facility Improvements	\$49,400
Margo Court Improvements	\$12,210
Street Lighting Improvements	\$7,000
Total All Improvements	\$77,010

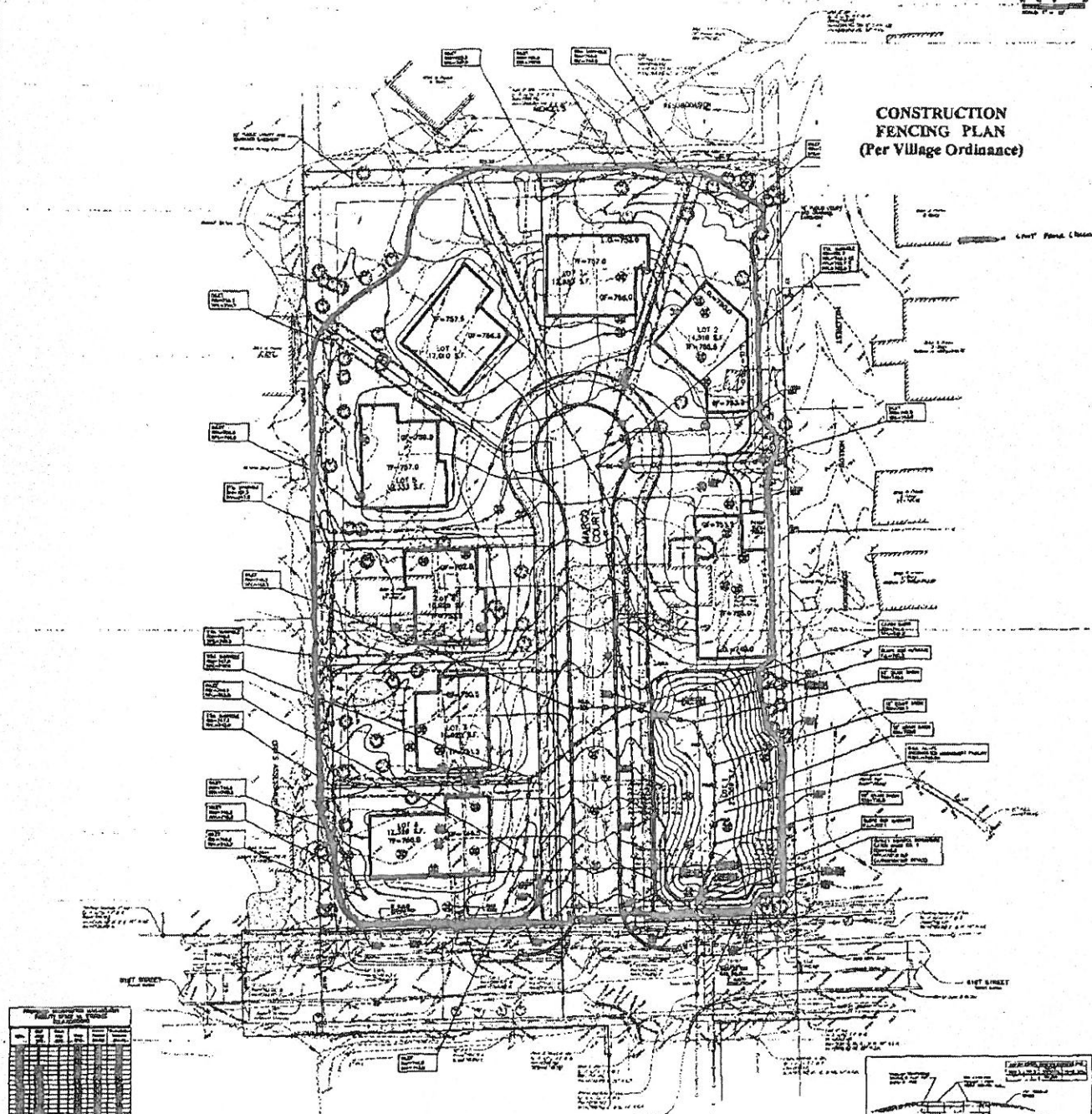
**Exhibit D - Fencing Plan**



# PRELIMINARY ENGINEERING PLAN FOR McINERNEY WOODS SUBDIVISION



CONSTRUCTION  
FENCING PLAN  
(Per Village Ordinance)



NO.	DESCRIPTION	DATE	BY	CHECKED
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3	REVISION			
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19	REVISION			
20	REVISION			

**LEGEND**

REVISIONS

1. 10' WIDE STRIP

2. 10' WIDE STRIP

3. 10' WIDE STRIP

4. 10' WIDE STRIP

5. 10' WIDE STRIP

6. 10' WIDE STRIP

7. 10' WIDE STRIP

8. 10' WIDE STRIP

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15. 10' WIDE STRIP

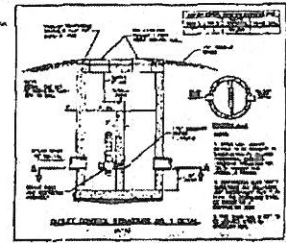
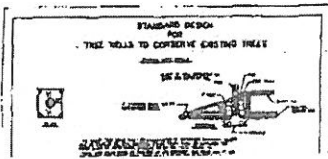
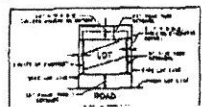
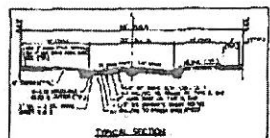
16. 10' WIDE STRIP

17. 10' WIDE STRIP

18. 10' WIDE STRIP

19. 10' WIDE STRIP

20. 10' WIDE STRIP



BRADLEY LAND GROUP, INC.  
1037 DOUGLAS AVENUE  
CHICAGO, ILL. 60618  
(312) 241-3530

**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: \_\_\_\_\_