UNOFFICIAL COP

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Village of Palatine Attn: Village Clerk 200 E. Wood Street Palatine, IL 60067

		•
4	16	/05

Doc#: 0626334075 Fee: \$72.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 09/20/2006 01:07 PM Pg: 1 of 25

THE ABOVE SPACE FOR RECORDER'S USE

1000 M VILLAGE OF PALATINE SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT	is made an 1 entered	into this $26^{1/2}$ day	of July 200	2,6
by and between the VILLAG	E OF PALATINE, an	Illinois municipal corp	oration ("Village"), 👊	廴
North Point	Bulders	Ine		
("Owner") and		4px		
	_ ("Developer").	J-C/		

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

PIN: 02-09-113-001

Village of Palatine Attn: Village Clerk 200 E. Wood Street Palatine, IL 60067

UNOFFICIAL COPY

where we of the owner of the approximately acres of real estate located SE Corner of North St. Portage August and described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"); and

whereas, North Point Builders /m is the Developer of the project who shall be responsible for subdividing the Property and installing all of the project improvements; and

whereas, the Developer desires to subdivide and develop the Property and has submitted to the Village a Plat of Subdivision designated as 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 is willing to record the Subdivision Plat provided that this Agreement is signed in order to ensure the completion of certain Project Improvements, as defined herein, in accordance with the Code of Ordinances of the Village ("Village Codes"), as a condition to the issuance of Development 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.

0626334075 Page: 3 of 25

UNOFFICIAL COPY

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 (Appendix B of the Village Codes) and depicted in the final engineering plans (Exhibit B) 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 righting, 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 who are registered professional engineers.

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 licreof. Upon the execution of this Agreement, the Developer will deposit with the Village Manager good and sufficient security for the completion of the Project Improvements as set forth in Section 9.02(a)(2) of the Subdivision Code ("Security Instrument").

4. **RECORDATION OF PLAT.**

Upon receipt of a fully executed copy of this Agreement and the Security Instrument deemed acceptable to the Village, the Village shall record the final plat.

0626334075 Page: 4 of 25

UNOFFICIAL COPY

5. **REDUCTION OF SECURITY.**

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

6. VILLAGE ENGINEER'S APPROVAL.

All work related to the Project Improvements shall be subject to inspection and approval of the Village Frigineer, 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. REIMBUR SEMENT FOR COSTS.

The Developer shall pay to the Village all plan review, inspection and other fees, as required by the Village Codes. Paymont is to be made within ten (10) days of the execution of this Agreement.

8. INSURANCE.

Prior to commencement of any work provided for herein, Developer and/or its contractor shall furnish the Village with evidence of insurance providing for workmen's compensation and employer's liability insurance, including occupational disease coverage and comprehensive liability insurance to cover said work in the following amounts:

- (a) Workmen's compensation (statutory limits);
- (b) Employer's liability (limits \$1,00,000.00/\$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.

0626334075 Page: 5 of 25

UNOFFICIAL COPY

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 he 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 actor omission by the Village, its agents, servants, employees or contractors.

10. 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 one (1) year 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 9.02(a)(3) of the Subdivision Code.

0626334075 Page: 6 of 25

UNOFFICIAL COPY

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 othervise, 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 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

UNOFFICIAL COPY

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.

Upon completion of any Project Improvement and, further, upon the submission to (b) the Village of a certificate from the engineering firm employed by the Developer stating that the said Project Inprovements 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 lay 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.

0626334075 Page: 8 of 25

UNOFFICIAL COPY

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.

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 remactive ordinance. All future work for which building permits have not been issued shall comply to 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. 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 completed. Parkway trees for a subdivided lot shall be installed within six (6) months from the issuance of an occupancy

0626334075 Page: 9 of 25

UNOFFICIAL COPY

permit for such lot. 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. However, all model homes are subject to the requirement of obtaining a special use permit.

15. MAIN TENANCE 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 costs for the performance of this reaintenance or repair upon receipt of an invoice from the Village setting forth said cost to the Village.

16. 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.

0626334075 Page: 10 of 25

UNOFFICIAL COPY

17. 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.

18. 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 filling 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

0626334075 Page: 11 of 25

UNOFFICIAL COPY

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 effected 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.

19. BINDING EFFECT.

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

20. CONTINUITY OF OBLIGATIONS.

- (a) This Agreement shall invre 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 mun'cir ality.
- (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 a sure 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 Cook 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"),

0626334075 Page: 12 of 25

UNOFFICIAL COPY

said Assignment and Assumption Agreement to be in a form substantially in conformance with Exhibit F 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 Security previously posted for the provisions of this Agreement. cublivision improvements by the Owner and/or Developer or other precessor 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.

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

AMENDMENTS. 21.

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.

22. 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.

GOVERNING LAW. 23.

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

24. NOTICES.

626334075 Page: 13 of 25

UNOFFICIAL COPY

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 Palatine 200 E. Wood Street

Palatine, Illinois 60067-5346;

(b) Developer at:

North Point Bulders he 2890 STOW MARKET AVE

ROCKFORD 1461109; and

(c) Cwrer at:

Same as above

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 PALATINE, an Illinois municipal corporation

By:_

Its: Mayo

ATTEST:

Its: Village Clerk Ochury

OWNER

Bv:

Its: Pess

Brit Builes

ATTEST:

DEVELOPER

By:

Its:

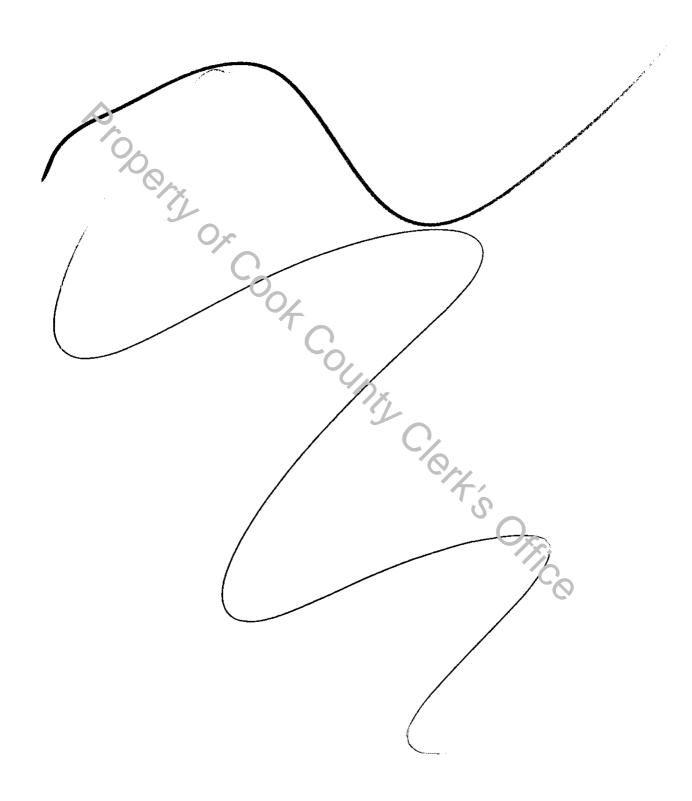
ATTEST:

- 13 -

0626334075 Page: 14 of 25

UNOFFICIAL COPY

rck/palatine/Subdivision-Improvement-Agreement



0626334075 Page: 15 of 25

The Clark's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss
COUNTY OF)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mohamut Fareque, President of Notary Psint Rudeus ("Developer"), of said corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 6 mm appeared before me this day in person and a knowledged 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 6 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 har dand Notarial Seal this 21 day of 000, 20000

"OFFICIAL SEAL"

AMY A. KSIAZK

Notary Public, State of Illinois

My Commission Expires 06/08/09

- 15 -

0626334075 Page: 16 of 25

UNOFFICIAL COPY

EXHIBIT A

LOT 2 IN BLOCK 30 IN PERCY WILSON'S SECOND EDITION TO FOREST VIEW HIGHLANDS, A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRIONCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1926 AS DOCUMENT NUMBER 9402234, IN COOK COUNTY ILLINOIS

Property of Cook County Clark's Office

0626334075 Page: 17 of 25

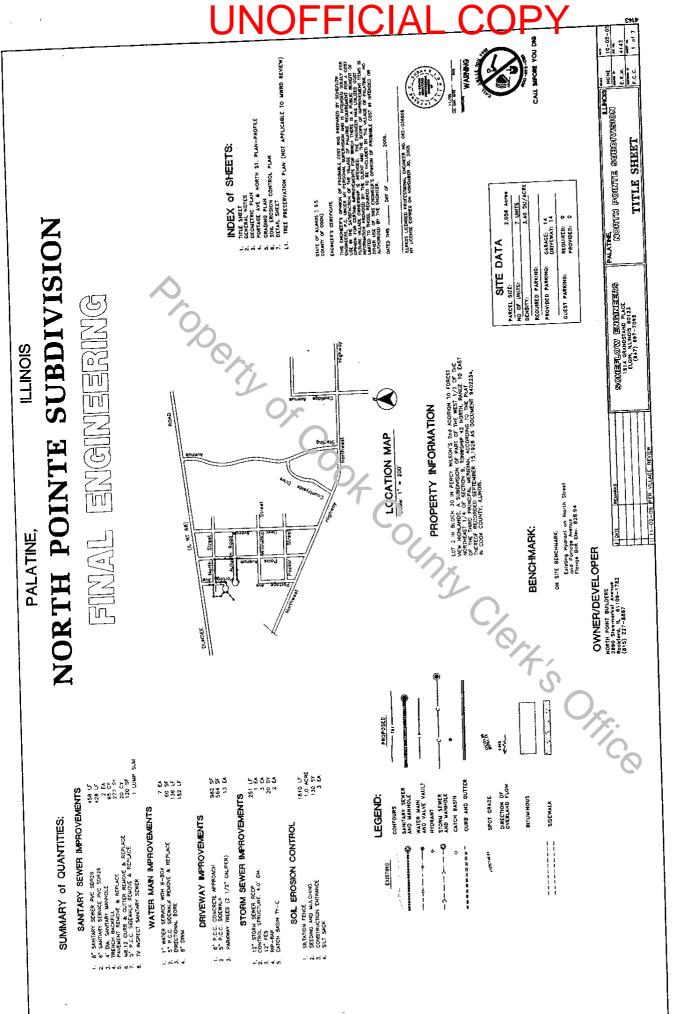


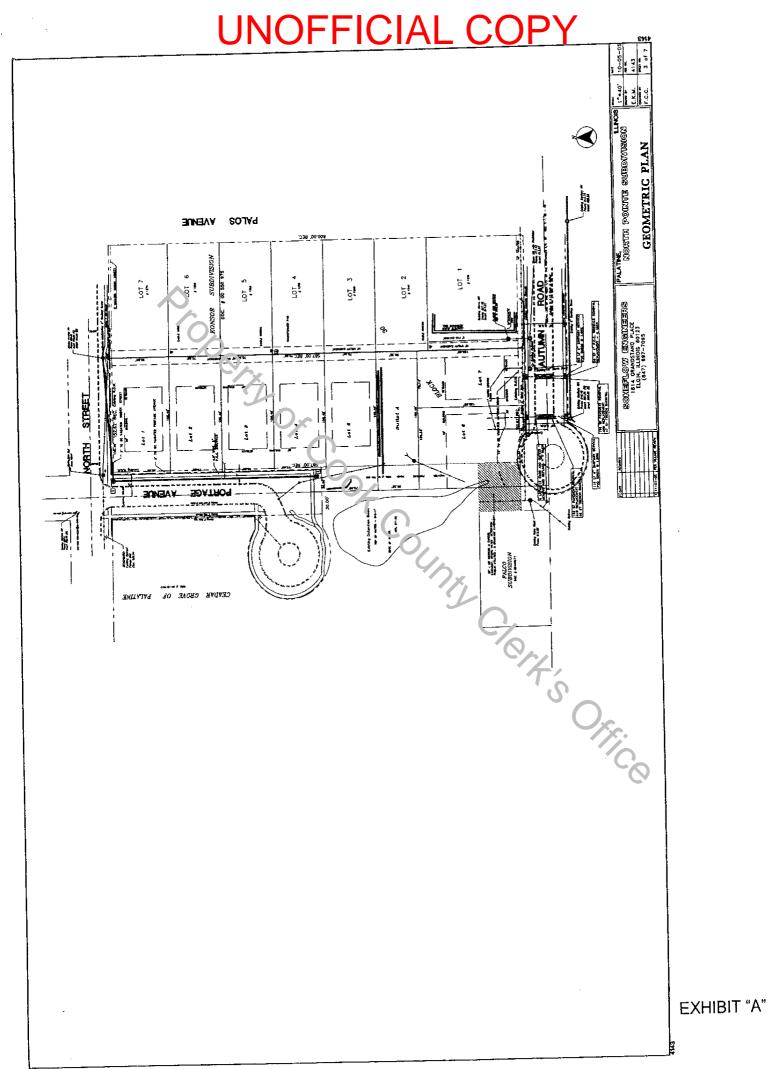
EXHIBIT A" (8 pages)

0626334075 Page: 18 of 25

INOFFICI 4143 amrt m. 2 of 7 F.K.W. KONE A CAMPAGE OF THE STATE OF THE S NOTION A SMITH COMMENT COMES CONSESS TO SECURITY CAN IN THE COMES CONSESS TO SECURITY 10. AL EXITING SETTING SHALL BE AUMODHED. ABMINING TO THE TO BE FALLED WITH GENERAL OF PEDINCES. AL SWITKT MANDLE, (AND STORN MANDLE) IN COMBINED SOMER SPALL) SWALL NAVE A MONTAN WHICE DAMETER OF 48 MICHES, AND SHALL RE CAST IN PLACE OR PRE-CAST RESPONDED COMPORTIE. and another comments that the Partitives incomment and another comments that the Partitives incomment of the Parti CHOILM SWI-CIT OF STRIN WHI BY PROPEN TOOKS ("SENDI-IM") WILLING OF MISHAMMAN AND PROPEN RESTALATION OF MISHAMMAN SHOPE. SHOPE, RESTALATION OF MISHAMMAN SHOPE. PAND STAL OR SHILLAR FLEDBLE-THY COUPLINGS SHILL BE USED IN THE COMMERCION OF SEMEN PRESS OF DISSULAR MATURIALS. MORNIE SUBBINISION THE CONTINUED SHALL COURTY WITH THE CONSTANT CHITRIN AND STANDINGS OF SECUNDARIONS SECUNDARIONS. WHRDCC TYPICAL GENERAL NOTES THE LAND SOMER PERMIT SECTION FILLD DIFFEE MUST BE NOTHED AT LEAS (2) DAYS PRICE TO THE COMMENCIABILITY OF WORK (cell 708-564-4645). ALL SANTANY SENER PPE LATERALS AND JOHNS (AND STORM SENER PIPE ANTERNAS AND JOHNS HI A COMPINED SENER ANEA) SHALL CONFIDENT TO: MACH CONNECTING TO AN EXISTING SENDS MAN BY MEANS OTHER THAN A DISTING MACHOLIC ONE OF THE FOLLOWING MERCOS SAULT BY USCO. PRIME TO MINITINE OF CONSTITUTION THE CONTINUEDS SHALL CRITICAL SPECIFICAL TO THE VALUE SPECIFICAL TO SPECIFICATION TO SPECIFICATION TO SPECIFICATION TO SPECIFICATION TO ALL FLOOD ORDERS SPALL DESCHARCE TO THE SHATLART SEWEN STSTEM. ALL COMMENSORS AND DESCHARCE TO THE STORM SEMEN STSTEM. DIRECTO CONTROL AND SCINEDIANDM BASH STRACTURES SET FORTH ON SHEET IS OF THIS THAN RET SHALL BE CONSTRUCTED RESORT THE BATTICH GROUNG, ON AS DAMY THEMSATH AS IS PROJECT. ALL STRUCTURES, MLT PENCES, SWALES, AND OTHER STEAS OF ENGINERAL AND SEDMENTATION CONTROL, SWALL BE CARETLEY MANTAMED. SPECIAL CONDITIONS EROSION AND SEDIMENTATION CONTROL DEPARTON DATUM IS USES. ÷ SGMETLOW ENGINEERS 1814 GRANDSTAND FLACE FLGIN, ILLINOIS 60123 (847) 897-7095 SPECIAL CONDITIONS ROCONAY CONSTRUCTION - REMOVE AND SERVE "AND SIDM SEWER SOURCE A STORM STORE SOUL BE REPURSED CORPORATE TO CORPORATE THE STORE SOURCE IN ACCORPORATE TO COMPANY OF THE STORE SOURCE WITH SERVER PARMS SHALL BE TYPE IS CORPER OF THE BEST MONCHISD ON THE PLANS. BEREAL SCHOOLING SIT THE WALNOT BE SCHOOLING STREAM, NOT BE SCHOOLING SHALL SO DENOTED SHALL NOT BE SCHOOLING SHALL SO DENOTED SHALL BITUMENUS BAS COURS. - BITUMENUS BASE COUNSE SHALL BE CONSTRUCTED IN ACCOMPANIES BY SECTION NO. 348 OF THE STANDARD SPECENCHIONS. CONTONL STRUCTURE: SPOLL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD DETA 4 SHO IN ON SPECIF OF THE PLANE. COLOGIC THE WATERTOR COLLAND OF A HERMEDE COLLAR AND A STANKED SHALL BY SHELL BE SHELL BE SHELL BE SHELL BY SHE PRIMAROJE CONDETT BAILY. A. OST (CARE) 1 - BTUAROJE CONCHET SALL IS CONSTRUCTO IN The "ATT TO THE COMPATION THEORETS MOTH THANDARY SECRETARIANS. A MACCHINARE WIN RECTOR AND OF THE The PARTS STATE FIRST OF THE STATE STATE STATE STATE STATE STATE STATE FOR THE STATE PRE AND TITLEDS SHALL BE THE PRODUCTS OF OUT, APPROVED, MANUFACTUREST ONCY. AND THE SHALL HOST BE AND THE OFF THE AND THE SHALL HOST OF THE AND THE SHALL HOST OF THE AND THE SHALL HOST OF THE SHALL HOST OFF THE SHALL HOST THE COLL - THE WORK SHALL A. HEVENING ACCORDANG TO ALL PROPERTIES ALTER ACT OF THE WORL THE WORLD TO BE ACT OF THE WORL OF THE WORLD AT THE WORL OF THE WORLD AT COMBRATY: CLOB AND CLITA BALL CONCORN TO NE SERVICING OTTHER AND SERVICING CONTRIBUTION SECURIOR CONCORN CONTRIBUTION CONT WATER SERVICE ź ALL SOUTH STANLY OF COS DANCE WITH THE STANLAGE DITLAR STORM ON THE PLANT ALL SOUTH STANLAGE STOREST STATES SHALL BE CONFICTED TO SE WIT PROVIDED IN THE PARADO TAXIDO OF TO THE STATES OF THE STATE OF THE SECONTES. TAXIDO OF TO THE STATES OF THE STATE OF THE SECONTES. METERNAL MARKING SECONTES. THE STATE STATES THE OF CREEK COUNTY STATES SHALL BE PRESSARE TESTED TO THE PROCESSARE COUNTY AND STATES SHALL BE PRESSARE TESTED TO THE PROCESSARE COUNTY AND STATES SHALL SH LOCATION OF ENSITING UNDERSTOUND UTILITIES WERE ALL SHOWN OF WASHINGTON OTHER WERE ALL SHOWED OTHER WASHINGTON ON THE THAN ALL SHOWED OTHER WASHINGTON OF THE CASHINGTON WASHINGTON OTHER THAN USE THE CONSTITUTION OFFICIAL THAN LOCATION OF THE CASHINGTON OFFICIAL OFFICIAL OTHER CONSTITUTION OFFICIALS. ALL PRESENCES OF PRESENCE CHARACTERS, COLUMNO ALL HOS MORTHER SEARCH SHALL BE PRESENCE THAT IN A PROCESSOR ALL THOSE MORTHER SEARCH STATE OF SHALLOW STATE EXAMINATION OF THE SITE TO COMMISSION OF THE CONTINUE PROT TO COMMISSION OF RESPONSE TO COMMISSION OF SITE CONTINUED WITH SITE CONTINUED PROCESSION OF THE ENGINEERS PAPER. SANITAN STATES SANITAN STATES A WITCH THIS PARAMETER SANITAN OF TRACOLOR PLOS SHALL BE RESTALDO IN THE SHHIRM'S SINCY UN TOKS DECEND IN THE NAMES OF PALATINE OF MITTIDGE. THE CONTRACTION AS PROMERTED PROM DECUNSIONS ANY COUNTY PLANSANCE WITTO THE SAMENY STATEM FOR THE FAMILY. OF THE PLANSANCE STATEM FOR THE STATEM FOR THE OFFICE OF THE WALLEY OF THE STATEM FOR THE OFFICE OF THE STATEM FOR THE OFFICE OF THE STATEM FOR THE OFFICE INDERNAFICATION THE CONTRACTOR() SHALL RECENTY THE ENGINEER(S) AND THERE ACTIVITY, WINDOOD ON'T OF PALLINE AND THEM ADDITE THOW AND LABELITY ENCORED WITH EQUERINACION, METALLITON AND TESTING OF THE WORK OF THE PROJECT. CONTRACTOR TO VERTY ELEVATIONS No CONTRACTOR BALL VISTOR THE LIGHTOR SPICE TO THE STATE OF WORKED AND WORKED TO MESTARE THE DEBBAL THE DEBBAL THE DEBBALL BY DONE UNIT, THE DECEMBANCY IS RESULTED. THE CONTRACTOR SHALL TAKE MUNEURS TO PREPARE ANY UNDOT THE VATE OF STATES FROM DITTERS THE ESTIMATE TO SANGE. QUANTITIES ARROWSHIE FOR VERFING ALL QUANTITIES AS INCICATIO ON THE CONNECTOR IN COUNTRIES WHEN ME MOUNTING ME TO BE GOOD PARROSTS THE PLAYS THE COUNTRIES WHO DESIGNADED ME TO BE REPORTED TO THE DESIGN FAMILIES IN THE CHARACTORY. A COMPLETE MET OF VITLAR AS -BUILT SPARMINGS THALL ALSO BE FURNISHED TO THE VALUES OF PARATHET. AS-BAILT DRAWINGS THE CONTROLLOR TESPONSEL FOR PROPOSE THE EMBHEST WITH AS-BAIL* THE CONTROLLOR THE SENDENTIAL AN CHANGES TO THE PLAYS ON ADDITIONAL MESS MASS THE PLAYS OF ADDITIONAL MESS MASS THE PASS THE PROPERTY AS NOW, PROPERTYS. inition Transaction and the next of the confection sortion The first first of the confection of the confection The first first of the confection of the c A CONSTRUCTOR SECURIORS. I. CONSTRUCTOR SELL RE IN ACCOMMUNE BITH THE ADMINISTRATION OF ON THE ADMINISTRATION OF ON THE ADMINISTRATION OF ON THE ADMINISTRATION OF ACTION AND CONSTRUCTOR IN ACTION AND CONSTRUCTOR OF ACTION AND NOTIFICATION THE SAMETAY STORMS AND WATCH MAN SUPPORTUDITS ARE TO BE CONSECTED TO THE CITY OF PARAINEL DUSTING STATES. DANAGE TO PROPERTY CIC., DANAGE BY THE CONTACT TO BE WARDEN, SOFTWARM, OMFRING, CIC., DANAGE BY THE CONTACT TO BE CONTRICTIONS OF DEMONS AND NOT CALLED FOR IN THE CONTINUED. REMOVED SHALL BE REPLICED AT THE EMPINE OF THE CONTINUEDS. in, or or receive, busine shallow, and, if no convertor's reproductive to constructed of the shallow of countries of shallow of shall s PERMITS OOFFICENES SALL SECURE PERMITS AS POLICIES AND COMPLET WITH ALL WILDERS OF PALTIME - WINDOG - WINDOG THE VALACE OF PAATINE MUST BE PUBLISHED A COMPLETE SET OF COMMITTING PEOPLE SET OF THE SAMETHER SEPIENS OF THE PROJECT WITHIN 60 DAYS OF COMPLETION OF THE WORK.

3

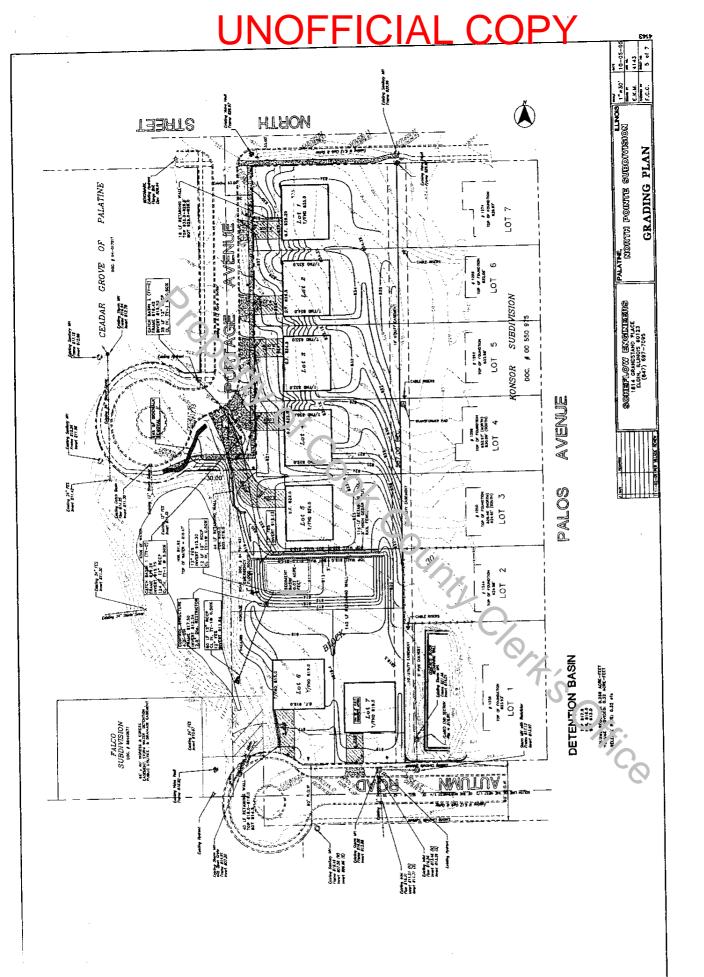
0626334075 Page: 19 of 25



0626334075 Page: 20 of 25

UNOFFICIAL 825 815 6 820 France 828.0 France 828.0 Invest 820.05 (N) Caisting 1984s Hourt France 828.87 IGS IS & SAMIANY SENER PALATRE LUNGS NOBATH POLITE SUBSTITUE PLANK-PROFILE PORTAGE AVENUE HTROM T338T8 NORTH STREET Tot 222 SF 8" P.C.C. CONCRETE APRON A VANCE SERVICE SGMETHOW EXOLNEERS 1814 GRANDSTAND PLACE FLGM, ILLINO'S 60123 (847) 697-7095 1574 A 15 15 1 CROVE OF Lot 2 PORTAGE DIRECTIONAL BORE WATER SERVICES 203 LF 8" SAMPLAY SENDS 820 Profile Scole: Herr !"=30' ž. Lot 3 PORTAGE AVENUE Lot 4 Ŋ CATCH BASIN 2 (TY-C) FRAME 818.42 INVERT 815.92 CALIV, TY-1 © 0.50X Lot 18.33 **EXHIBIT "A"** 820 845 830

0626334075 Page: 21 of 25



0626334075 Page: 22 of 25

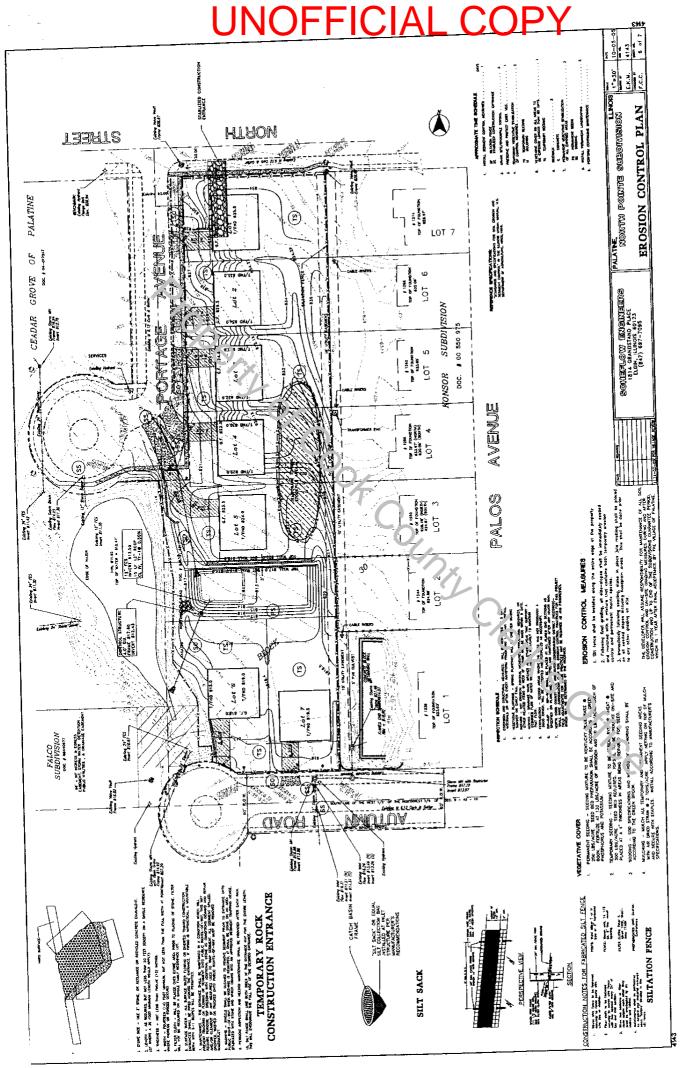
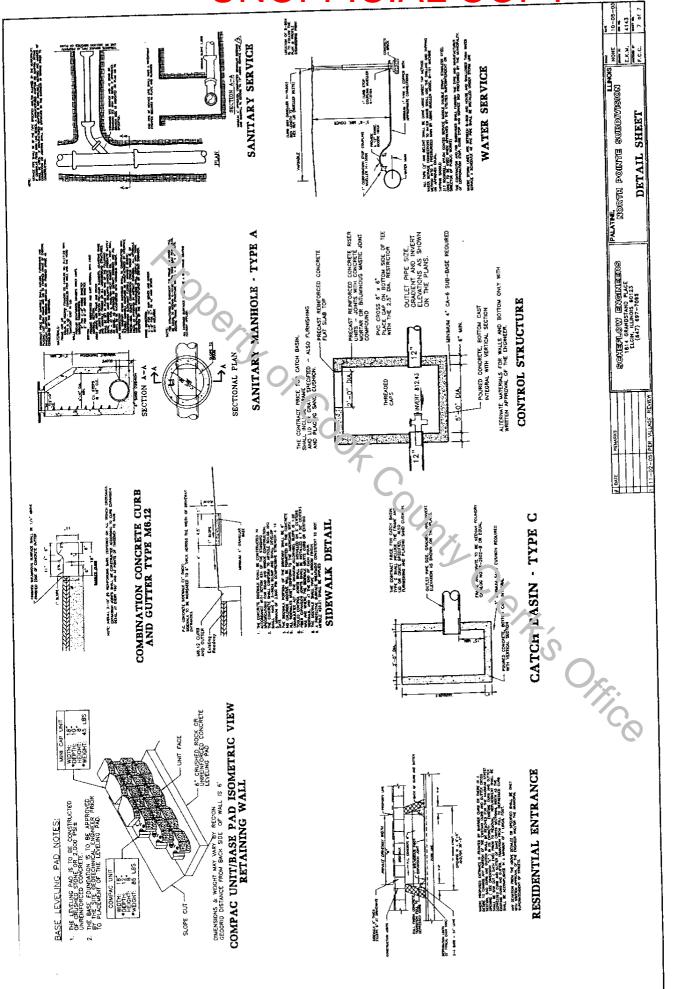


EXHIBIT "A"

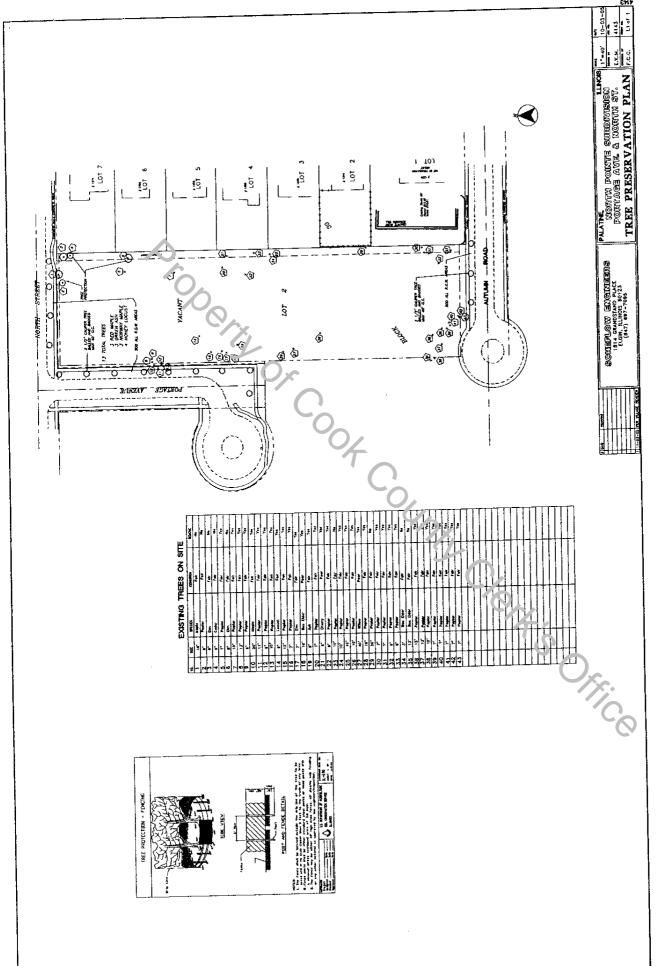
0626334075 Page: 23 of 25

UNOFFICIAL COPY



0626334075 Page: 24 of 25

UNOFFICIAL COPY



0626334075 Page: 25 of 25

UNOFFICIAL COPY

NORTH POINTE SUBDIVISION ENGINEERS OPINION OF PROBABLE COST OCTOBER 2005

REVISED NOVEMBER 2005

	REALQER HOAFWRE	11 2000		12.22.7700	AMOUNTS
TEM	ITEM	QUANT	TITY	UNIT PRICE	AMOUNTS
10.	SANITARY SEWER				
	8" Sanitary Sewer, PVC SDR26	458	LF	32,00	\$14,656.00
<u>l</u>	8" Sanitary Sewer, PVC SDR26	428		24.00	\$10,272.00
2	6" Sanitary Service PVC SDR26		EA	1,650.00	\$3,300.00
3	Dia. Sanitary Manhole		CY	20.00	\$1,900.00
4	Tre-ck Backfill	277		60.00	\$16,620.00
5	Pave ment Remove & Replace M6.12 Outh & Gutter Remove & Replace		LF	25.00	\$500.00
6	M6.13 Gra & Gutter Remove & Replace	120	SF	7,50	\$900.00
7	5" PCC Sidewalk Remove & Replace		Lump Su	m 400.00	\$400.00
8	TV Inspect Saratury Sewer Sub Total				\$48,548.00
	WAYER MAIN				
	1" Water Service w/B-Bo:	7	EA	700.00	\$4,900.00
1	5" PCC Sidewalk Remove & Replace	60	SF	7.50	\$450.00
2	5" PCC Sidewalk Remove septimes		LF	50.00	\$6,800.00
3	Directional Bore		LF	30.00	\$4,560.00
4	8" DIWM Sub Total	·			\$16,710.00
	STORM SEWER				
		25	LF	22.00	
1	12" Storm Sewer RCCP		I EA	1,500.00	
2	Control Structure 4.0' Dia.		3 EA	150.00	\$450.0
3	12" FES		OSY	50.00	
4	Rip-Rap		2EA	1000.00	
5	Catch Basin (Type C) Sub Total				\$9,972.0
	DRIVEWAY IMPROVEMENTS		10/		
	DRIVEWAY INTROVERSEL	98	2 SF	4.00	
1	6" PCC Concrete Approach		4 SF	3.00	
2	5" PCC Sideawlk		3 EA	197.00	\$2,496.0
3	Parkway Trees (2 1/2" Caliper) Sub Total				\$8,116.0
	SOIL EROSION CONTROL				
		18	10 LF	1.7	
1	Siltation Fence	_	1 AC	4000.0	
2	Seeding and Mulching		1EA	1500.0	0 \$1,500.
3	Construction Entrance		3 EA	40.0	0 \$120.
4	Silt Sack Sub Total		1		\$8,787.5
	TOTAL				\$92,133.5