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**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Robert C. Kenny
Patrick T. Brankin
Schain, Burney, Banks & Kenny, Ltd.
Three First National Plaza
70 West Madison Street
Suite 4500
Chicago, Illinois 60602

Doc#: 1227055041 Fee: \$342.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/26/2012 03:09 PM Pg: 1 of 72

THE ABOVE SPACE FOR RECORDER'S USE

**VILLAGE OF PALATINE
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 29 day of August, 2012, by and between the VILLAGE OF PALATINE, an Illinois municipal corporation ("Village"), and K. Hovnanian T&C Homes at Illinois, LLC (d/b/a: K. Hovnanian Homes), or its nominee ("Developer").

WITNESSETH

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

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

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

WHEREAS, the Developer is the contract purchaser of the approximately 2.7 acres of real

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estate located on the west side of Wilke Road, north of Northwest Highway and described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"); and

WHEREAS, Developer shall be responsible for the development of the Property and installing all of the Project Improvements (as defined herein); and

WHEREAS, the Developer desires to develop the Property pursuant to the Plat of Subdivision designated as Nick's Subdivision No. 2 (the "Subdivision"); said Plat of Subdivision, recorded as Document No. 0611518050, is on file in the Office of the Village Clerk and is incorporated into this Subdivision Improvement Agreement (hereinafter "Agreement") by this reference, as though fully set forth; and

WHEREAS, the Village has recorded the Subdivision Plat and desires 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 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. **RESTATEMENT OF PLANNED DEVELOPMENT.**

The Village has reinstated the Nick's Subdivision Planned Development and in

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furtherance thereof:

(a) Developer shall within 15 business days after closing on the Property: 1) execute this Agreement; 2) provide to the Village a Project Improvement Letter of Credit or cash deposit in the amount of Eighty Three Thousand One Hundred Fifty Three and Ninety Five Hundreds (\$83,153.95) Dollars; 3) provide to the Village a PD LOC or cash deposit in the amount of One Hundred Thousand (\$100,000.00) Dollars. The Village adopted an ordinance (0-130-09) reinstating the Nick's Subdivision No. 2 Planned Development and the Nick's Subdivision No. 2 Planned Development was extended for a period of three (3) years to November 16, 2014, pursuant to Ordinance 0-139-09 and the Village Code of Ordinances.

(b) Upon reinstatement, the Planned Development became subject to conditions of the Planned Development which are attached hereto as Exhibit B and incorporated by reference in this Agreement. Further, the Planned Development shall conform substantially to the recorded Final Plat of Subdivision (except as modified by this Agreement); In addition, the Developer shall comply with the Village Code of Ordinances including but not limited to Section 6-41 of the Village Code of Ordinances regarding monotony provisions.

The Engineering plans maintained in the office of the Village Engineer, prepared by Haeger Engineering on May 11, 2005 with the latest revision date of December 14, 2005, which have been approved by the Village except as such Engineering plans may be changed to conform to Village Codes and Ordinances, review comments from the Cook County Highway Department and the following conditions:

(2) Developer shall provide to the Village a One Hundred Thousand

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(\$100,000.00) PD letter of credit in a form acceptable to the Village Attorney or a cash deposit; and

(3) Developer shall provide to the Village an Eighty Three Thousand One Hundred Fifty Three and Ninety Five Hundreds (\$83,153.95) Dollars Project Improvement Letter of Credit in a form acceptable to the Village Attorney or a cash deposit; and

(4) Prior to granting final occupancy for an individual house, a coach light shall be installed within the lot's front yard. The coach light shall be consistent throughout the entire subdivision and shall match the existing coach lights on Lot 2 and Lot 10. This will be a condition of each building permit for each lot on the Property; and

(5) On or about October 11, 2010, the prior owner submitted to the Cook County Highway Department ("CCHD") the required CCHD permit application and "Ravinia Circle & S. Wilke Road R.O.W. Modification Plans" dated September 24, 2010, (final revision date of July 3, 2011) prepared by Haeger Engineering LLC that reflects current site conditions and required subdivision improvements moving forward. Said application and plans were deemed acceptable and were approved by the Village on June 13, 2012. The Developer shall diligently pursue and obtain a permit or other customary written form of approval from the CCHD. Upon receipt of any written response from the CCHD, the Developer shall respond back to the CCHD within fifteen (15) business days. The Developer shall forward to the Village Engineer a copy of all correspondence sent to and received from the CCHD. This process shall continue until a permit or other customary form of written approval is issued by the CCHD for the "Ravinia Circle

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and S. Wilke Road R.O.W. Modification plans"; and

(7) The Developer will keep the existing drainage culverts under the north and south access points clean of any debris and sediment and will maintain these culverts until the Project Improvements are acceptable by the Village. The Ditch Work shown on the approved engineering plans that includes the removal of one driveway and culvert, one driveway apron, the re-grading of the existing ditch, tree removal and restoration will be completed upon receipt of a permit from CCHD. Upon issuance of a permit from CCHD, the Developer will provide the Village with a construction schedule to complete the required improvements in the S. Wilke Road right of way, which work shall be completed within sixty working days (60) of CCHD permit issuance, weather permitting. Per Section 108.04 of IDOT specifications, a working day is defined as any calendar day between May 1st and November 30th inclusive, except for Saturdays, Sundays and Legally recognized Holidays.

(8) The Parties acknowledge that the final surface course of Ravinia Circle will not be installed in the near future. The Parties also acknowledge a need to keep Ravinia Circle in good repair during the time period before the final surface course is installed. Due to the present real estate market, the Parties understand and acknowledge that the time period prior to installation of the final surface course may be longer than was typical in the past. As a result, the Developer agrees to make necessary repairs to Ravinia Circle as needed from time to time pursuant to the terms of this subsection.

(a) The former owner, and the Village Engineer marked the areas of the existing binder course that were in need of immediate repair.

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These areas were saw-cut and patched by former owner in accordance with the applicable provisions of the Standard Specifications for Road and Bridge Construction prepared by IDOT, current edition, and the requirements of the Village.

(b) The Developer and Village shall perform yearly inspection of the binder course and delineate the mutually agreeable areas, if any, that need to be patched. The inspections shall occur in April of each calendar year with required binder patching being performed by June 1 of that calendar year.

(c) The inspections of the binder course and binder patching shall continue until such time that the surface course is installed as outlined in subsection 9 below.

(d) If conditions require, additional inspections shall also occur in the fall, with the required work to be performed on the later to occur of October 15; or within 30 business days of notice to Developer from the Village of required repairs. Failure to complete the binder course patching by that date shall result in the Village calling Developer's letter of credit or cash deposit in the amount determined by the Village Engineer to be necessary to complete the patch work prior to the end of the respective asphalt construction season.

(e) The Developer and Village agree that the final surface course will not be installed until such time as it is mutually agreed to by both parties, but in no event later than the date of issuance of the last temporary or final occupancy certificate is issued for the last home in the subdivision.

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(f) Prior to the installation of the final surface course, the Developer shall complete the work plan set forth in "Ravinia Circle Binder Repair Work Plan & Special Provisions" attached hereto as Exhibit "C".

(9) (a) Concurrently with the execution of this Agreement, Developer and its mortgage lender shall execute and deliver to the Village at the Village's sole cost and expense (The Village acknowledges that the plat submitted by Tarsitano and recorded by the Village did not conform to the PUD ordinance) the mylar of the Plat of Dedication prepared by Haeger Engineering, dated May 10, 2010, for Lots 1, 3 and 9 both inclusive and Lots 11 and 12 both inclusive dedicating (10) feet of land for Ravinia Circle right of way to the Village; and provide the Village with the mylar of said Plat of Dedication suitable for recordation by the Village except for the required Village signatures for the Plat which the Village shall obtain.

3. 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 (Appendix B of the Village Codes) and depicted in the final engineering plans (Exhibit D) and may include some or all of the following improvements: streets (public and private), sidewalks, traffic controls devices and utilities, street lighting, sanitary sewer system, storm sewers and storm water detention system, water supply system, soil erosion and sedimentation control, tree preservation, Ravinia Circle parkway trees 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,

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specifications and requirements of the Village. The Project Improvements are indicated on Exhibit D attached hereto and made a part hereof and are depicted on plans which have been prepared by Haeger Engineering, dated May 11, 2005, last revision December 14, 2005, including, without limitation, the Project Completion Plans (Ravinia Circle and South Wilke Road ROW Modification Plans), dated September 24, 2010, last revision July 8, 2011 who are registered professional engineers. Notwithstanding anything to the contrary contained herein or in the Village Codes, a large majority of existing trees are required to be removed as they are located within the proposed building footprint and areas to be regraded. All trees to be preserved or removed are identified on the Preliminary Grading and Tree Preservation Plan, Sheet 1 of 1, prepared by Haeger Engineering, dated October 31, 2011 and revised November 2, 2011, attached hereto as Exhibit E. The only trees which are required to be planted or replanted are parkway trees along Ravinia Circle that have not been installed are damaged during construction, or are dead.

4. SECURITY FOR PROJECT IMPROVEMENTS.

Attached hereto as Exhibit F, is a complete cost estimate prepared by the project engineer, for the construction of the Project Improvements described in Paragraph 3 hereof. Upon the execution of this Agreement, the Developer will deposit with the Village Manager good and sufficient security, either in the form of a letter of credit in a form acceptable to the Village Attorney or a cash deposit, in a form acceptable to the Village Attorney for the completion of the Project Improvements as set forth in Section 9.02(a)(2) of the Subdivision Code ("Security Instrument") in an amount equal to Eighty-Three Thousand One Hundred Fifty-Three and Ninety-Five Hundredths (\$83,153.95) for the Project Improvement Letter of Credit. Developer shall also provide the Village Manager with a PD Letter of Credit or cash deposit, in the amount of \$100,000.00.

5. ARCHITECTURAL PLANS.

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The Development shall conform substantially to (i) the recorded Final Plat of Subdivision (except as modified below); (ii) architectural renderings submitted by Developer and approved by the Village; Planned Development Ordinance #O-182-05, as amended, and (iii) The Village Code of Ordinances Section 6-41 of the Village Code Ordinances regarding anti-monotony provisions, except as such may be changed or modified to conform with Village Codes and Ordinances; and (iv) this Agreement.

6. RECORDATION OF PLAT.

The final plat of subdivision for Nick's Subdivision No.2 was recorded as Document No. 0611518050 and the plat of dedication prepared by Haeger Engineering, dated 11/18/2011, 2011 was recorded as Document No. 118222078. The Village planning staff will use their best efforts to obtain the required signatures of the owners and mortgagors of Lots 2 and 10 on the Plat of Dedication for said lots in order to provide a 50-foot right-of-way dedication for Ravinia Circle in front of those two lots. No permits of any kind will be withheld from Developer for failure to obtain signatures on the Plat of Dedication from the required persons or entities of Lot 2 or Lot 10.

7. REDUCTION OF SECURITY.

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

8. 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.

9. REIMBURSEMENT FOR COSTS.

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The Developer shall pay the Village for all plan reviews, inspections and other fees applicable to the Developer from the date of this Agreement forward, as required by the Village Codes. Payment is to be made within thirty (30) days of receipt of the Village's invoice.

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

- (a) Workers' 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.

11. 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 of damage to or destruction of property resulting from the performance of work under this Agreement by the Developer or its contractors

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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 willful act or omission by the Village, its agents, servants, employees or contractors.

12. 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 in conformance with industry standards and the approved engineering plans attached as Exhibit D 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.

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

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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 thereof from the Village, 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.

13. 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 thirty (30) 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

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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.

14. 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

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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 to said life-safety law or ordinance.

15. LIEN WAIVERS.

The Developer shall furnish the Village with a contractor's affidavit showing all subcontractors and materialmen and copies of lien waivers that all persons who have done work for Developer, or have furnished materials to Developer 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.

16. OCCUPANCY PERMITS.

It is agreed that no final occupancy permits shall be issued for any building in said subdivision commencing on the date of this Agreement 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 and other seasonal improvements for a subdivided lot shall be installed within six (6) months from the issuance of an occupancy 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

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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. The Village hereby acknowledges and agrees that, other than the submission of building plans in a manner acceptable to the Director of Community Services, there are no conditions precedent to Developer's ability to secure a building permit for the construction of improvements on the Property.

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 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.

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

(b) The Village shall have the right to pursue any and all remedies at law or in equity against the Developer, 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

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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 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.

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 successors in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

(b) Developer acknowledges and agrees that the obligations assumed by it under this Agreement shall be binding upon it and any and all of its 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 Developer. To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, Developer agrees:

- (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

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Assumption Agreement (the "Assignment and Assumption Agreement"), said Assignment and Assumption Agreement to be in a form substantially in conformance with Exhibit G attached hereto and made a part hereof. The Village agrees that upon a successor becoming bound to the obligations created herein by execution of the Assignment and Assumption Agreement, the obligations of Developer or other predecessor obligor under this Agreement shall be released to the extent of the successor's interest in the Property. Developer agrees to notify the Village in writing at least thirty (30) days prior to any date upon which Developer transfers a legal or beneficial interest in any portion of the Property to a transferee. Developer 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 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 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.

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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; and


(b) Developer at: Scott Barenbrugge
Land Acquisition Manager
K. Hovnanian T&C Homes at Illinois, LLC
1806 S. Highland Avenue
Lombard, Illinois 60148

With a copy to: Vincent M. Rosanova
Rosanova & Whitaker, Ltd.
23 W. Jefferson Ave., #200
Naperville, Illinois 60540

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: Mayor

ATTEST:

Its: Village Clerk

DEVELOPER

By: _____

Its: _____

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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; and

(b) Developer at: Scott Barenbrugge
Land Acquisition Manager
K. Hovnanian T&C Homes at Illinois, LLC
1806 S. Highland Avenue
Lombard, Illinois 60148

With a copy to: Vincent M. Rosanova
Rosanova & Whitaker, Ltd.
23 W. Jefferson Ave., #200
Naperville, Illinois 60540

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: Mayor

ATTEST:

Its: Village Clerk

DEVELOPER

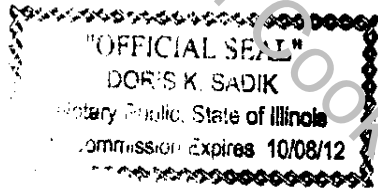
By: _____
Its: President

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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 Jim Schwartz (Name), Mayor of the Village of Palatine ("Village"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Mayor 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 Village, for the uses and purposes therein set forth; and the Village Clerk, as custodian of the seal of said Village, did affix the corporate seal of said Village to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of August, 2012.



Doris K. Sadik
Notary Public

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STATE OF ILLINOIS)
COUNTY OF DuPage)^{SS}

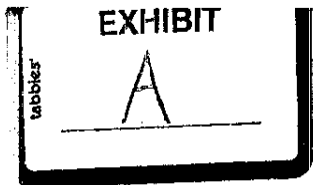
I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andy Konovodoff (Name), Division President (Title) of K. Hovnanian T&C Homes at Illinois, LLC (d/b/a K. Hovnanian Homes) ("Developer"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Division President (Title), 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 limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of AUGUST, 2012.

Rebecca J Gardner
Notary Public



Property of Cook County Clerk's Office



UNOFFICIAL COPY

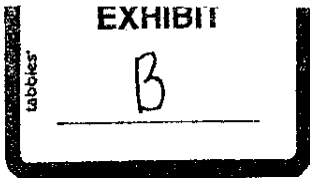
EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1, 3, 4, 5, 6, 7, 8, 9, 11, AND 12 IN THE P.U.D. PLAT OF NICK'S SUBDIVISION NO. 2, BEING A PLANNED UNIT DEVELOPMENT OF LOTS 105, 106, 107 AND 108 OF ROBERT BARTLETT'S ARLINGTON CREST ESTATES, BEING A SUBDIVISION OF PART OF THE $\frac{1}{4}$ OF SECTION 24, AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2006 AS DOCUMENT NUMBER 0611518050, EXCEPTING THEREFROM THAT PART OF THE LAND TAKEN FOR WIDENING OF RAVINIA CIRCLE BY PLAT OF DEDICATION RECORDED NOVEMBER 16, 2011 AS DOCUMENT 113222078, IN COOK COUNTY, ILLINOIS.

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ORDINANCE NO. 0-78-12

**AN ORDINANCE AMENDING PLANNED DEVELOPMENT ORDINANCE #0-182-05,
AS AMENDED NICK'S SUBDIVISION – S. RAVINIA CIRCLE (CASE NO. 12-50)**

Property of Cook County Clerk's Office

**Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
on June 4, 2012**

UNOFFICIAL COPY

ORDINANCE NO. 0-78-12

**AN ORDINANCE AMENDING
PLANNED DEVELOPMENT ORDINANCE #0-182-05, AS AMENDED
NICK'S SUBDIVISION – S. RAVINIA CIRCLE (CASE NO. 12-50)**

WHEREAS, Planned Development Ordinance #0-182-05 granted a Planned Development approval for a 12-lot single-family residential development; and

WHEREAS, Ordinance #0-112-11 transferred the development responsibilities Lennar to amend the Planned Development and to reinstate the Planned Development #0-182-05; and

WHEREAS, Lennar Corp. now proposes to transfer the development responsibilities to K. Hovnanian Homes to complete the construction and sale of the remaining ten home sites, and

WHEREAS Lennar Corp., received approval to change the front and rear yard setbacks for Lots 1 and 9 from 20 feet to 18 feet, for the following legally described property, said setback changes are now not needed and the original setbacks for these lots will be adhered to, and

WHEREAS, K. Hovnanian is requesting to reduce the interior side yard setbacks from 10 feet to 9 feet for Lots 4, 5, 6, and 11 for the following legally described property:

Lots 1 through 12 in Nick's Subdivision, being a subdivision of part of the Southeast quarter of Section 24, and part of the Northeast quarter of Section 25, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

UNOFFICIAL COPY

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, Illinois acting in the exercise of their home rule power:

SECTION 1: That the Nick's Subdivision Planned Development Ordinance #0-182-05, as amended, shall be amended to allow interior side yard setbacks of 9 feet instead of 10 feet for Lots 4, 5, 6, and 11 is hereby granted, subject to the following conditions:

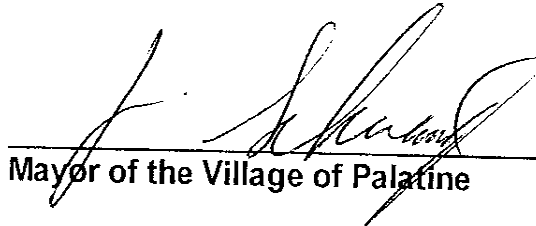
1. All of the existing conditions of the Planned Development #0-182-05, as amended, shall remain in full force and effect, except as such plans may be changed to conform to Village Codes and Ordinances.
2. The attached site plan (Exhibit 'A') shall be amended to reflect interior side yard setbacks of 9 feet instead of 10 feet for Lots 4, 5, 6, and 11 and the attached elevations shall be allowed, except as such plans shall be amended to conform to Village Codes and Ordinances.
3. K. Hovnanian Homes shall execute the required securities and letters of credit in a manner acceptable to the Village Attorney.

SECTION 2: This ordinance shall be in full force and effect from and after is passage and approval as provided by law.

PASSED: This 4 day of June, 2012

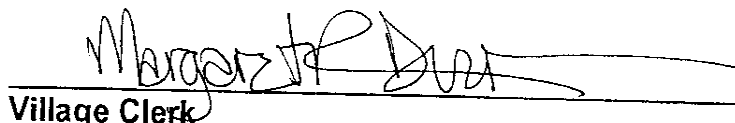
AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0

APPROVED by me this 4 day of June, 2012



 Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk
this 4 day of June, 2011



 Village Clerk

UNOFFICIAL COPY

P.U.D. PLAT

NICK'S SUBDIVISION NO. 2

BEING A PLANNED UNIT DEVELOPMENT OF LOTS 104, 106, 107 AND 108 OF ROBERT BARTLEY'S ARLINGTON CREST ESTATES BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 14 AND PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF PALM BEACH, COOK COUNTY, ILLINOIS.

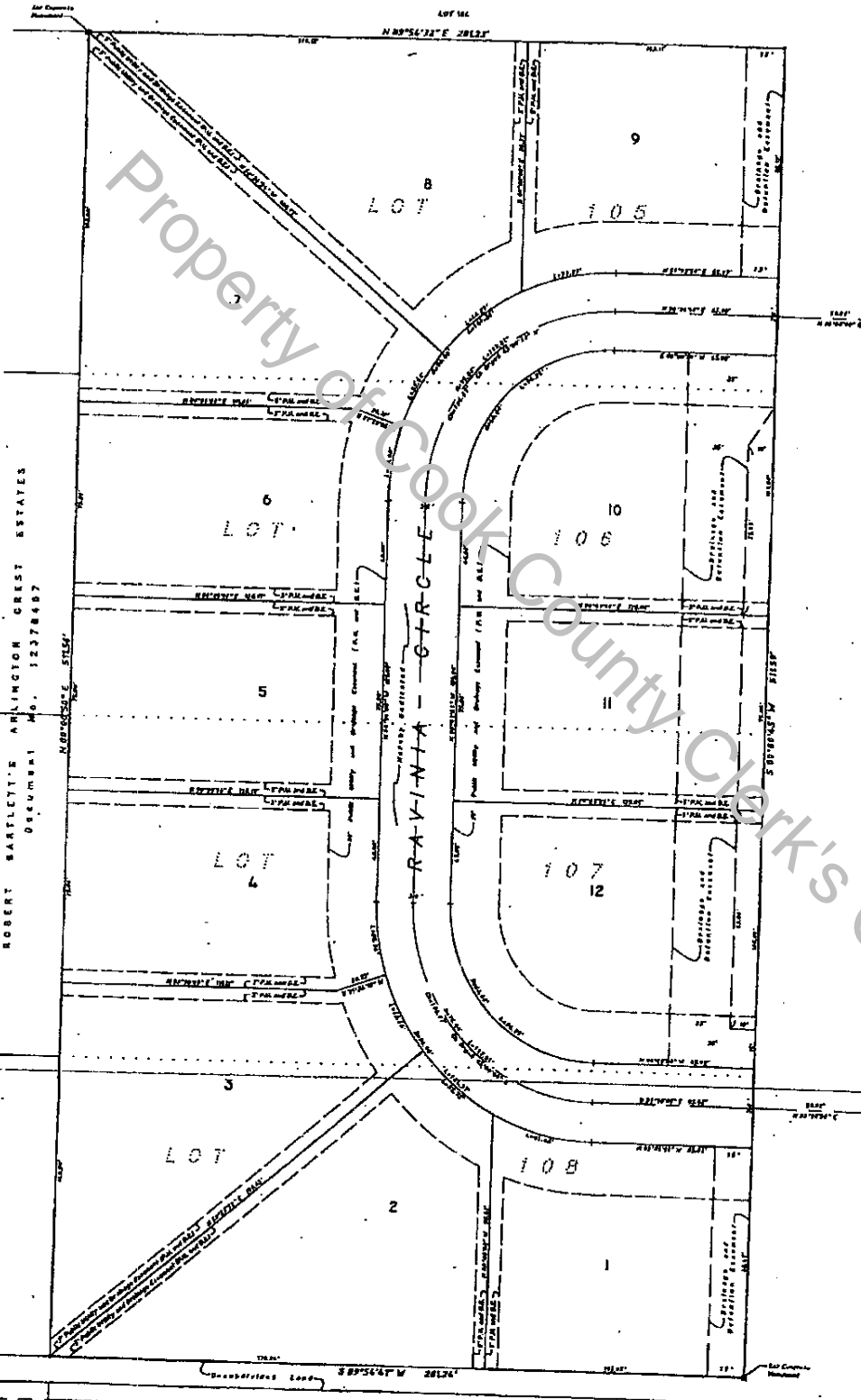
ROBERT BARTLEY'S ARLINGTON CREST ESTATES
Document No. 12378407

P.L.N. No. 02-24-437-020
02-24-437-082
02-24-437-081
02-24-437-083
02-24-437-084
02-24-437-082
02-24-437-081

SHEET 1 OF 1



SCALE: 1" = 20'
REVISION: 06-12-03
REVISION: 04-20-06
REVISION: 07-15-08



Property of Cook County Clerk's Office

SITE PLAN

LOT AREA SCHEDULE

LOT NO.	Square Feet	Acres
1	7,422	0.16927
2	13,879	0.31570
3	18,112	0.41528
4	8,574	0.19570
5	9,540	0.21728
6	8,270	0.18748
7	11,890	0.27138
8	10,813	0.24267
9	9,181	0.20977
10	11,238	0.25577
11	9,270	0.21281
12	11,731	0.26081
TOTAL	140,822	3.20027

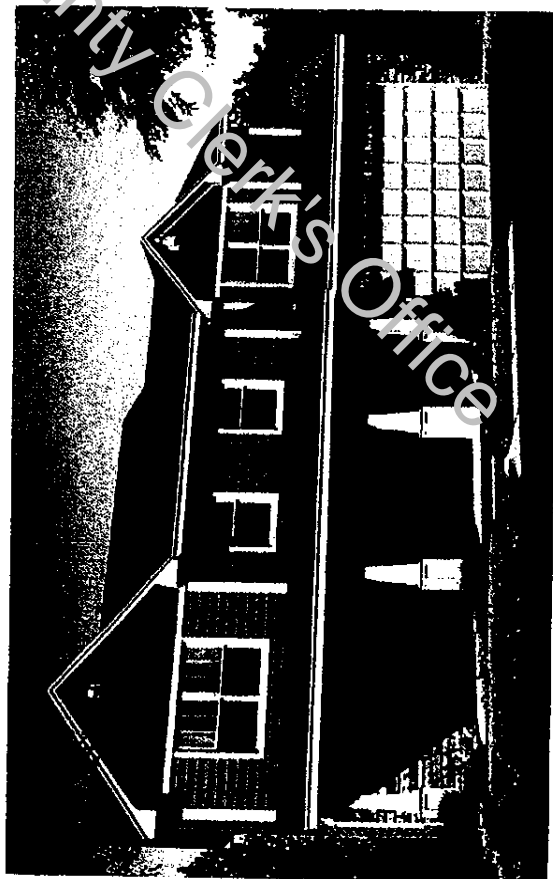
ROBERT BARTLEY'S ARLINGTON CREST ESTATES
Document No. 12378407

UNOFFICIAL COPY



Bowman

- 2,517 Square Feet
- 48 Feet Wide
- 2 Story, 4 Bedrooms with 2 1/2 Baths
- 2 Car Garage

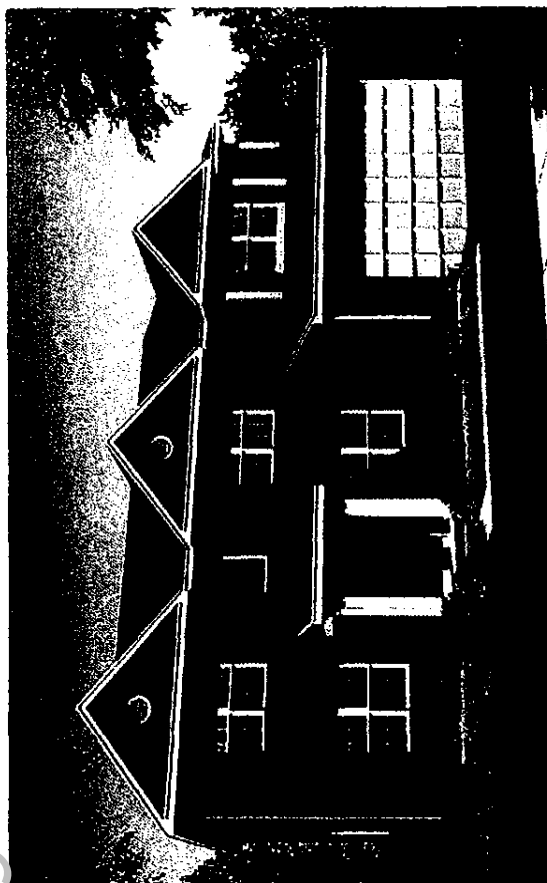


UNOFFICIAL COPY



Stewart

- 2,827 Square Feet
- 50 Feet Wide
- 2 Story, 4 Bedrooms with 2 1/2 Baths
- 2 Car Garage



UNOFFICIAL COPY



Morton

- 3,167 Square Feet
- 56 Feet Wide
- 2 Story, 4 Bedrooms with 2 1/2 Baths
- 3 Car Tandem Garage



UNOFFICIAL COPY



Shelby

- 3,445 Square Feet
- 56 Feet Wide
- 2 Story, 4 Bedrooms with 2 1/2 Baths
- 3 Car Tandem Garage



UNOFFICIAL COPY



Doc#: 0611518048 Fee: \$78.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/26/2008 12:10 PM Pg: 1 of 28

Property of Cook County Clerk's Office

ORDINANCE NO. 0-182-05

ORDINANCE GRANTING FINAL PLANNED DEVELOPMENT
APPROVAL FOR THE PROPERTY AT 714 & 728 S. WILKE ROAD
(ROBERT BARTLETT'S ARLINGTON CREST ESTATES SUBDIVISION)
(CASE NO. 05-61) *NICK'S SUB,*

02-24-407-020
02-24-407-053 -- 058

Box 116

Village Clerk's Office
Village of Palatine
200 E. Wood Street
Palatine, IL 60067

Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
On September 19, 2005

UNOFFICIAL COPY

ORDINANCE NO. 0-182-05

**AN ORDINANCE GRANTING FINAL PLANNED DEVELOPMENT APPROVAL
FOR THE PROPERTY AT 714 AND 728 S. WILKE ROAD
(ROBERT BARTLETT'S ARLINGTON CREST ESTATES SUBDIVISION)
(CASE NO. 05-61)**

WHEREAS, upon petition of owners of said property, hearings were held by the Plan Commission of the Village of Palatine on September 6, 2005 in accordance with the Zoning Ordinance of the Village of Palatine, in such case made and provided, and said Plan Commission, having made its findings in a report to the Mayor and Village Council of the Village of Palatine regarding a request for Final Planned Development approval.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, Cook County, Illinois, acting in the exercise of their home rule power:

SECTION 1: That final approval of a Planned Development is hereby granted pursuant to Section 13.05 of the Palatine Zoning Ordinance for the real estate described as follows, to wit:

Lots 105, 106, 107 and 108 of Robert Bartlett's Arlington Crest Estates being a subdivision of part of the Southeast quarter of Section 24 and part of the Northeast quarter of Section 25, Township 42 North, Range 10 East of the 3rd Principal Meridian, City of Palatine, Cook County, Illinois

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~~commonly known as 714 and 728 S. Wilke Road (PIN # 02-24-407-020/053/054/055/056/057/058).~~

SECTION 2: That final approval of a Planned Development is hereby granted to the above described property pursuant to Section 13.05 of the Palatine Zoning Ordinance, subject to the following conditions:

- 1) The Planned Development shall substantially conform to the site plan attached hereto as Exhibit 'A', the architectural plans attached hereto as Exhibit 'B', and the Engineering plans attached hereto as Exhibit 'C', except as such plans may be changed to conform to Village Codes and Ordinances and the following conditions:
- 2) A \$100,000 letter of credit shall be submitted in a manner acceptable to the Village Engineer.
- 3) A letter of credit in the amount of \$189,516.80 shall be submitted in a manner acceptable to the Village Engineer.
- 4) Review fees in the amount of \$6,030 shall be submitted.
- 5) Sidewalks shall be installed pursuant to Village specifications.
- 6) Prior to granting final occupancy for an individual house, a coach light shall be installed within the lot's front yard. The Village may require additional street lights to be installed at the developer's expense at the intersection with Wilke Road if deemed necessary by the Village.
- 7) All existing wells and septic systems shall be properly abandoned.
- 8) Rear yard easements shall be provided for utilities. The Plat of Subdivision shall be revised accordingly.
- 9) The road culverts should be RCP.
- 10) The engineering plans shall be revised to include the Village's standard curb & gutter design.
- 11) The cost estimate should include parkway trees and TV'ing the sanitary sewer.
- 12) MWRD, IEPA, NPDES, and CCHD permits shall be submitted.
- 13) Any fence constructed along the Wilke Road frontage shall be of an open and wrought iron type style meeting the required setback and landscape requirement and be uniform in appearance with any other installed fences.
- 14) The plans shall be revised to include a 50 foot right-of-way with minimum front yard setbacks of 20 feet from the internal road.

UNOFFICIAL COPY

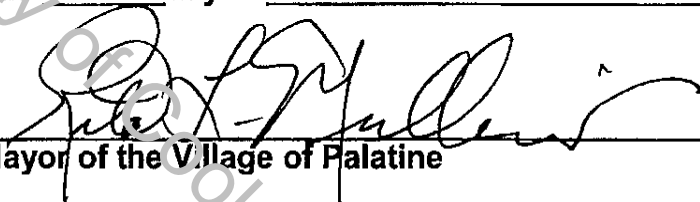
SECTION 3: That the petition for final planned development, a copy of the public notice, be attached hereto and form a part of this ordinance.

SECTION 4: This ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This 19 day of September, 2005

AYES: 4 NAYS: 1 ABSENT: 1 PASS: 0

APPROVED by me this 19 day of September, 2005



Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 19 day of September, 2005



Village Clerk

UNOFFICIAL COPY

P.U.D. PLAT

SHEET 1 OF 2

P.L.N. No. 02-24-467-020
02-24-467-081
02-24-467-084
02-24-467-088
02-24-467-086
02-24-467-087
02-24-467-098

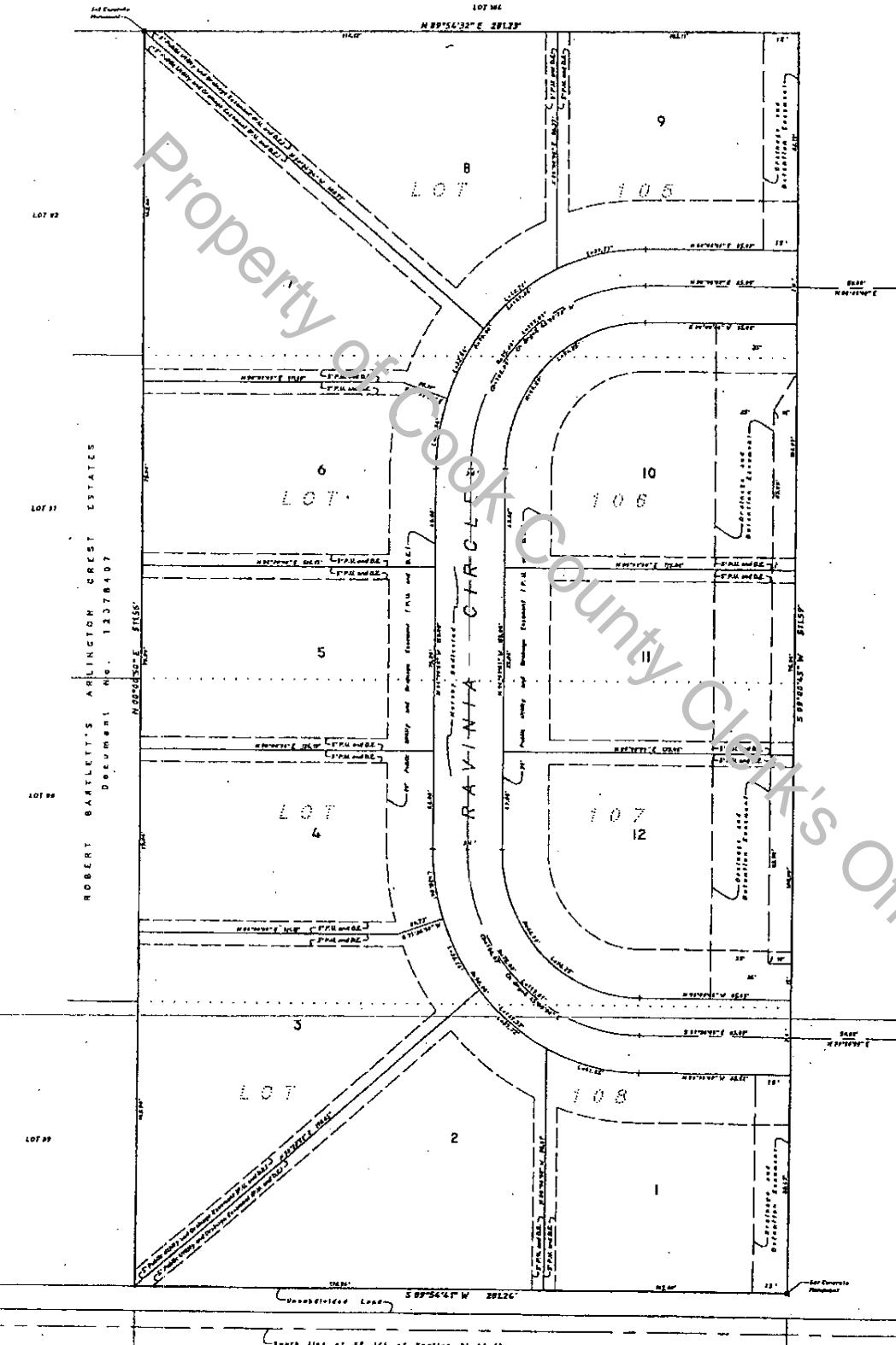
NICK'S SUBDIVISION NO. 2

BEING A PLANNED UNIT DEVELOPMENT OF LOTS 106, 106, 107 AND 108 OF ROBERT BARTLETT'S ARLINGTON CREST ESTATES BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 36 AND PART OF THE NORTHEAST QUARTER OF SECTION 38, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF PALATKA, COOK COUNTY, ILLINOIS.



SCALE: 1" = 20'
Revised: 06-13-06
Revised: 06-30-06
Revised: 07-19-06

ROBERT BARTLETT'S ARLINGTON CREST ESTATES
Document No. 12378407



East line of 88 1/2' of Section 36-38-10

SITE PLAN

LOT AREA SUMMARY

Lot No.	Square Feet	Acres
1	9,421	0.21627
2	12,079	0.27726
3	12,115	0.27808
4	9,473	0.21790
5	9,494	0.21798
6	9,473	0.21790
7	11,889	0.27323
8	12,073	0.27717
9	9,181	0.21077
10	11,726	0.26929
11	9,379	0.21521
12	11,792	0.26991
TOTAL	148,872	3.39287

ROBERT BARTLETT'S ARLINGTON CREST ESTATES
Document No. 12378407

UNOFFICIAL COPY

03/27/2004 11:34

84735995000

CORNERSTONE

PAGE 02

FROM : James F. Byrnes Associates

FAX NO. : 815 455-2195

Mar. 18 2004 05:08PM P2

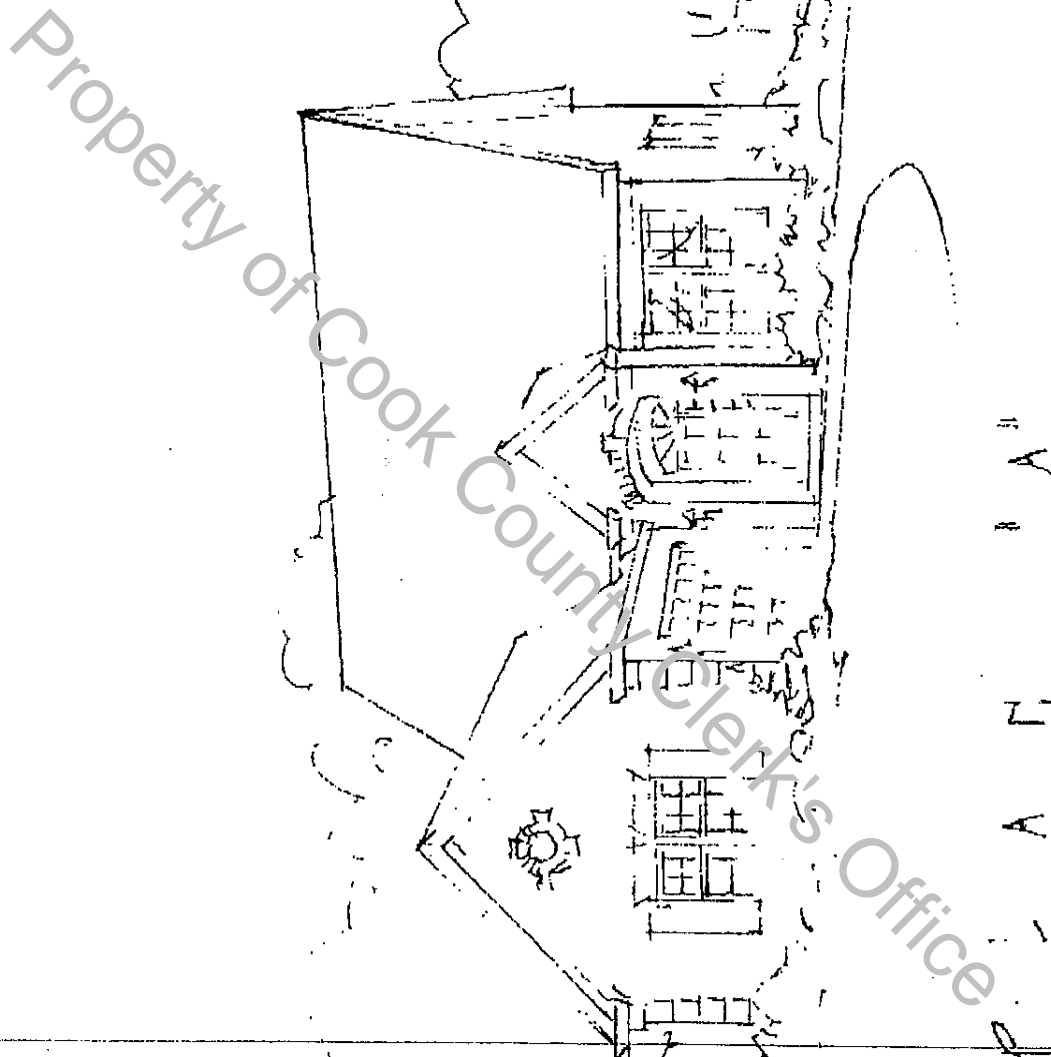


EXHIBIT "B"
(12 pages)

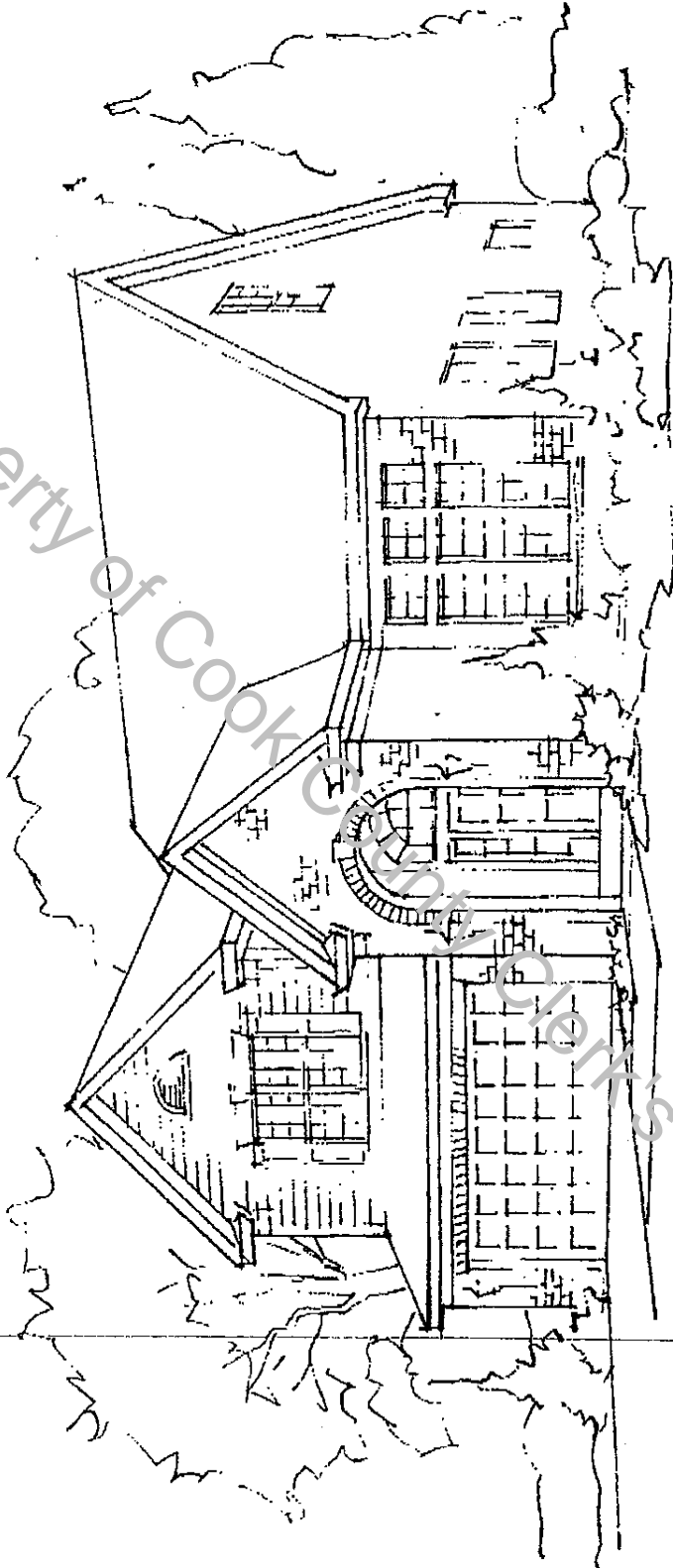
UNOFFICIAL COPY

FROM : James R. Byrnes Associates

FAX NO. : 815 455-2195

Apr. 01 2004 09:53AM P1

Property of Cook County Clerk's Office



L A N T C

Office

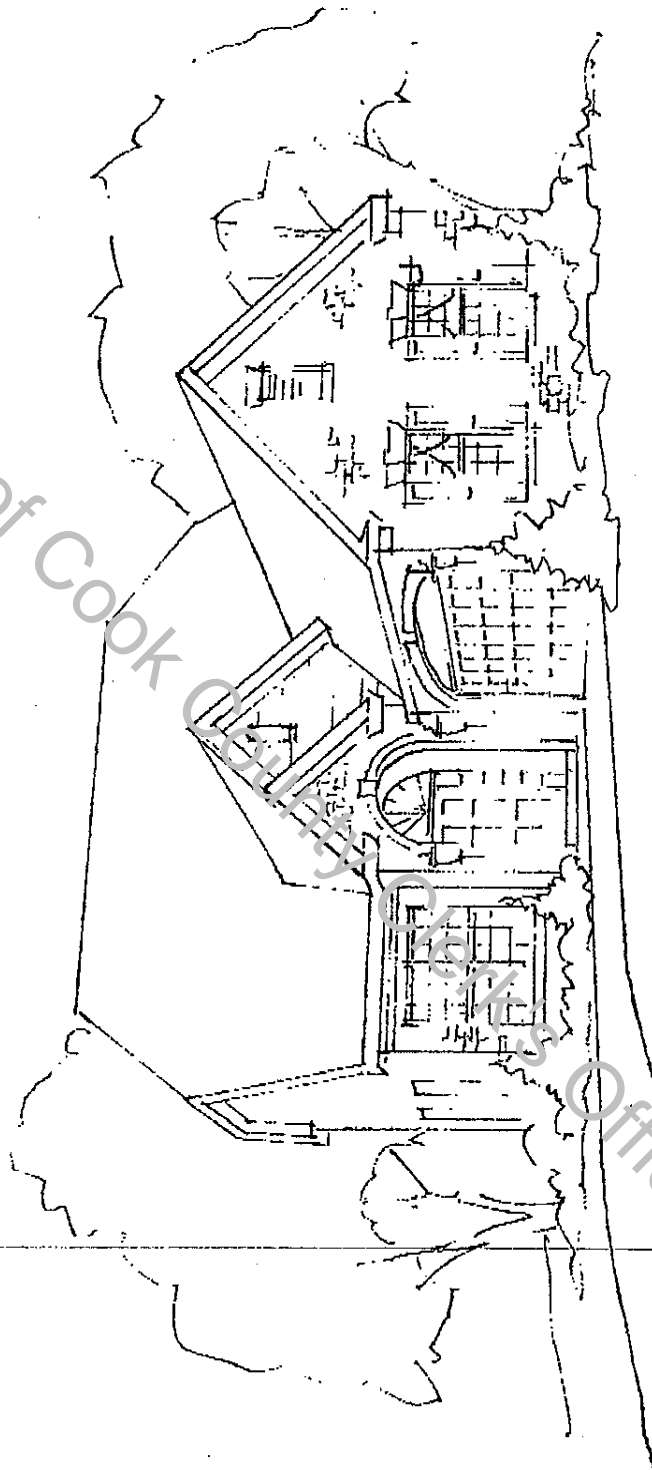
UNOFFICIAL COPY

FROM : James R Byrnes Associates

FAX NO. : 815 455-2195

Apr. 01 2004 09:55AM P2

Property of Cook County
City of Chicago
City Office



"A" ALTERNATE

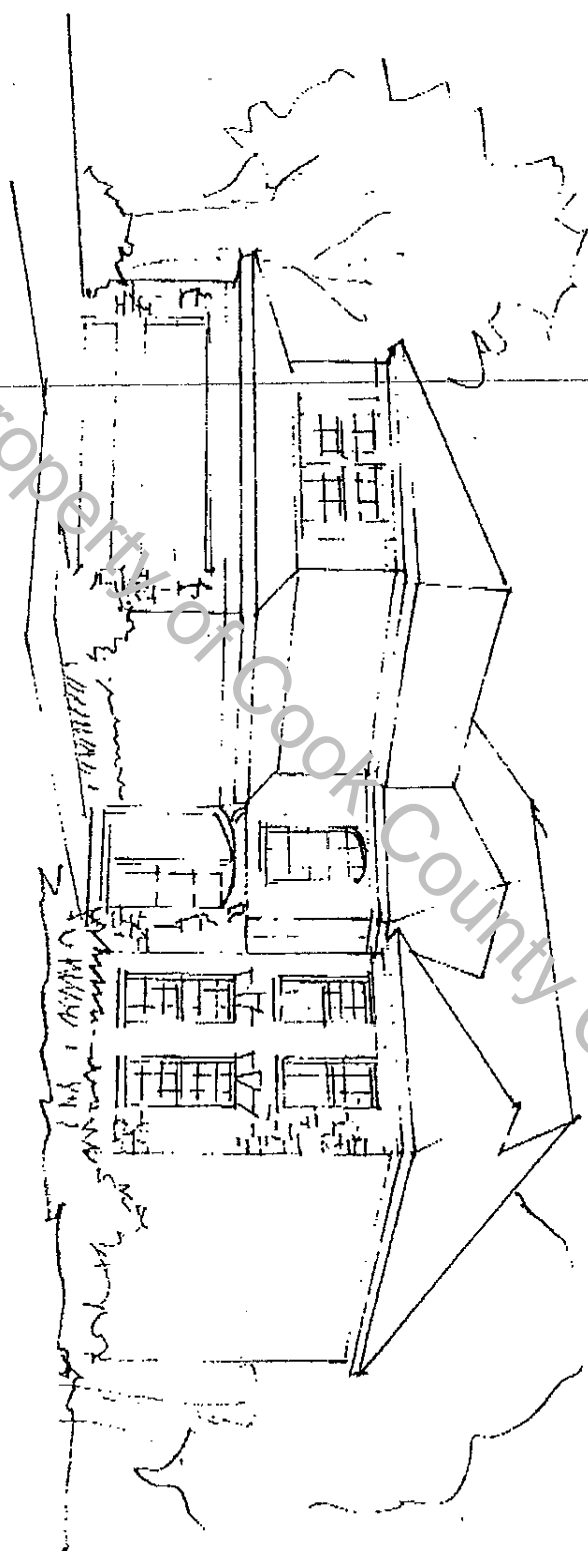
UNOFFICIAL COPY

FROM : James R. Byrnes Associates

FAX NO. : 815 455-2195

Apr. 01 2004 09:55AM P1

5" ALTERNATE



UNOFFICIAL COPYTYPE: ORDINANCE SUBMITTED BY: PLANNING & ZONING DATE: 06/04/2012DESCRIPTION: Consideration of a Minor Planned Development Amendment for the Nick's Subdivision Planned Development to permit a change in the approved builder and the approved product line, and interior side yard setback reductions for Lots 4, 5, 6, and 11 for this Planned Development on S. Ravinia Circle

(K. Hovnanian – Case No. 12-51)

(District: 5)

COMMITTEE ACTION:

DATE:

BACKGROUND:

The Subject Property consists of 12 single-family residential lots. Presently, two of the residences are built and occupied. The remaining lots are vacant and unimproved. The Petitioner, K. Hovnanian Homes, proposes to purchase the development from the current developer, Lennar Corp., and complete the remaining homes and project improvements. The Petitioner is seeking approval of the following:

Transfer of development responsibilities from Lennar Corp. to K. Hovnanian Homes and a Minor Planned Development Amendment to permit a change in the approved builder, the approved product line (changing from the previous developer's elevations to K. Hovnanian's elevations), and interior side yard setback reductions from 10 feet to 9 feet for Lots 4, 5, 6, and 11 for Nick's Subdivision

ANALYSIS:

- Nick's Subdivision was originally approved in 2005 by Ordinance #O-182-05. The original builder constructed and sold two homes. The development rights were subsequently transferred to Lennar and a minor amendment to the Planned Development occurred in November 2011. Lennar is now under contract to sell the development to K. Hovnanian Homes
- K. Hovnanian Homes has submitted a letter requesting to transfer the subdivision and development responsibilities from Lennar to K. Hovnanian Homes to complete the remaining project improvements and sell the final 10 home sites.
- K. Hovnanian Homes is also seeking to amend the product line for the remaining lots to reflect their own models. K. Hovnanian's line will comply with all of the Planned Development requirements and conditions, including Chapter 6 and the Village's Monotony Code. The new developer is requesting interior side yard setback reductions of one foot (from 10 feet to 9 feet) for Lots 4, 5, 6, and 11.
- K. Hovnanian does not require the previous relief granted to Lennar for Lots 1 and (front/rear yard setback relief to accommodate a side load garage) and the proposed ordinance rescinds that approval and returns the setbacks to those originally approved in 2005.
- Prior to this request coming to the Village Council, K. Hovnanian met with staff to discuss the existing Planned Development and conditions. Also, K. Hovnanian contacted or met with the existing homeowners in this development, as well as an adjacent property owner to introduce their proposed involvement in the subdivision.
- K. Hovnanian will submit replacement letters of credit and execute a replacement Subdivision Improvement Agreement. The previous Petitioner already received a Planned Development extension that remains active until November 2014.

ALTERNATIVES:

1. Recommend approval of the Minor Planned Development Amendment.
2. Do not recommend approval of the Minor Planned Development Amendment.

RECOMMENDATION:

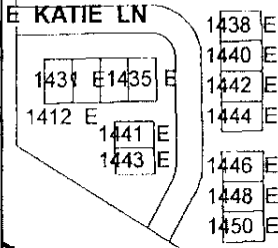
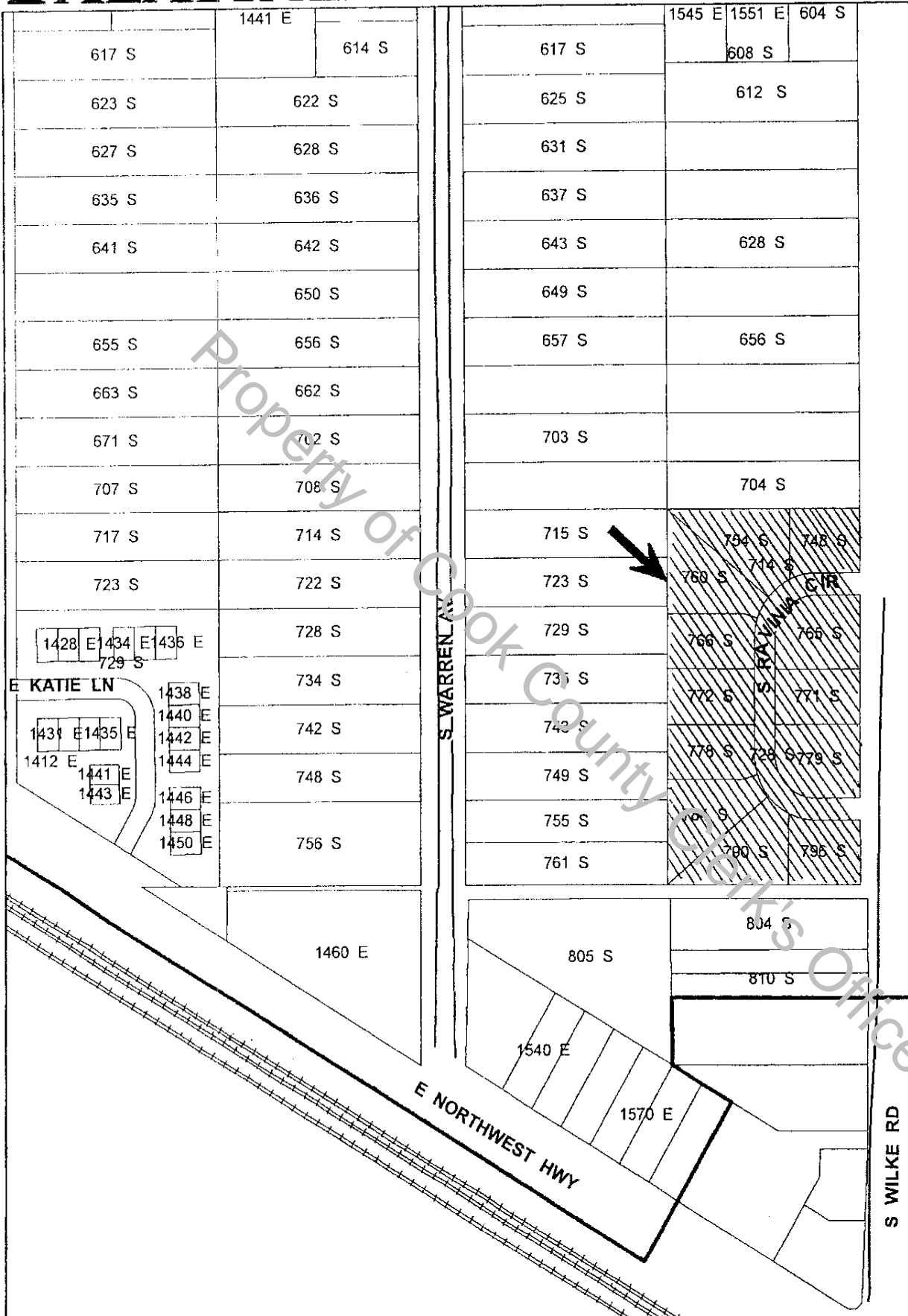
Staff recommends approval of the Minor Planned Development Amendment, subject to the attached ordinance and conditions.

ACTION REQUIRED:

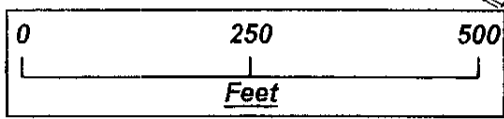
Consider an ordinance approving a Minor Planned Development Amendment to permit a change in the approved builder, the approved product line (previous developer's elevations to K. Hovnanian Homes' elevations), and granting an interior side yard setback reduction from 10 feet to 9 feet for Lots 4, 5, 6, and 11.

VILLAGE OF PALATINE

UNOFFICIAL COPY NICK'S SUBDIVISION



h = 207.2 feet



UNOFFICIAL COPY

>>> Kevin Anderson 05/01/2012 10:33 AM >>>

Ben:

Please see the attached clean and redline versions of the Subdivision Improvement Agreement for Nicks Subdivision, as compared to the latest document prepared by the previous contract purchaser, Lennar. We met the two existing residents on April 13th to disclose our involvement with the deal and talk through any and all concerns they may have. They were supportive of a completed development, and we will stay in close contact with them as we move forward.

Also attached are the exterior elevations proposed for the subdivision, which we understand will need to be reviewed and approved by the Village Board. Based on the 56 width of 2 of the 4 floorplans, we are requesting a 1 variance to the sideyard setbacks on Lots 4, 5, 6 & 11. Reducing the sideyard from 10 to 9 on these four lots will allow us to reduce lot fit restrictions and minimize monotony of floorplans and elevations on the site. As previously discussed, we will NOT require any front or rear yard setback variations on Lots 1 & 9, which Lennar would have required. Our Bowman floorplan is 38 deep, and fits on these lots as platted.

Once Village Staff has had a chance to review, please let us know if a more formal application or deposit is required. We would also like to discuss meeting schedules and timing, so that we can set the Sellers expectations accordingly.

Best regards,

Scott M. Barenbrugge
Land Acquisition Manager

K. Hovnanian Homes
1806 S. Highland Ave
Lombard, IL 60148
Direct 630-424-4531
Fax 630-953-1131
Mobile 630-607-9789
sbarenbrugge@khov.com

UNOFFICIAL COPY

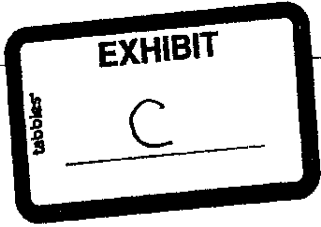
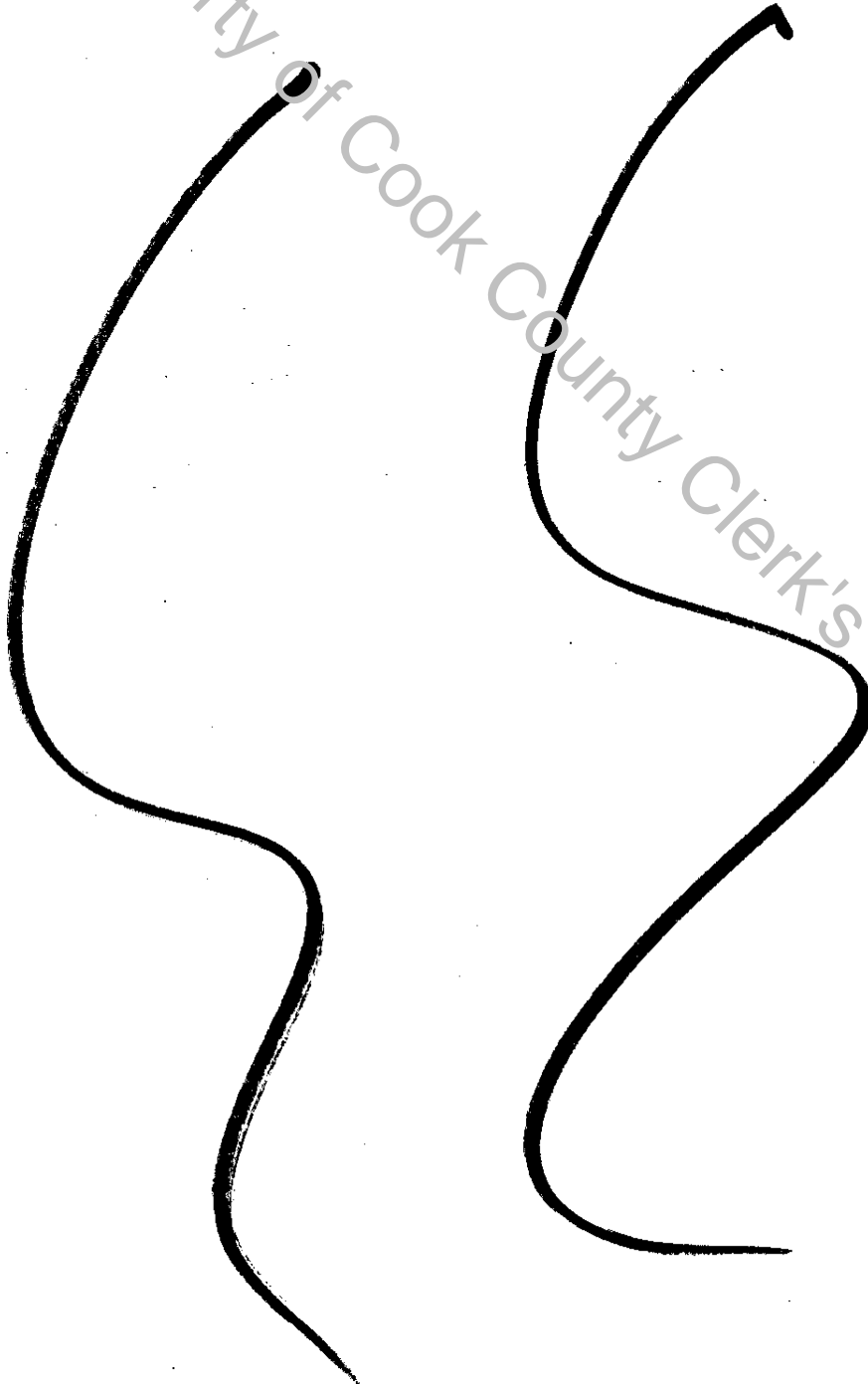


EXHIBIT C
RAVINIA CIRCLE BINDER REPAIR WORK PLAN & SPECIAL
PROVISIONS

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Ravinia Circle Binder Repair Work Plan & Special Provisions

The following work plan and special provisions are applicable to the removal and replacement of the binder course on Ravinia Circle and supplements the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007 and the current edition of the "Manual of Test Procedures of Material". In the case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern. Independent testing (attached) has determined that the existing binder course failed due to inadequate thickness and insufficient compaction.

Completion Date – Article 108.5

Completion date for this work shall be June 1, 2010 with no extensions granted.

Removal of existing binder course – Article 440.01

All existing binder course shall be removed with a self propelled milling machine.

Repair and preparation of existing granular base course – Article 358

After removal of the binder course the granular base shall be inspected and approved for bearing capacity by the Village. The bearing capacity shall be determined by "proof-rolling" with a 45,000 pound rubber tired vehicle load which shall be provided by the contractor. If areas of the existing base course are determined to be unsatisfactory, it shall be repaired in accordance with Article 358.04 (a).

After any repairs have been made the base course shall be brought to a smooth grade with proper crown and compacted in accordance with article 358.04 (b) with the exception of repeated wetting and rolling for a minimum period of two days. The final elevation of the granular base course shall allow for subsequent thickness of asphalt consisting of 2-inches of binder course and 2-inches of surface course with the final surface course being ¼-inch above the gutter flag. The proof-rolling and base course preparation shall not be paid for separately but shall be considered as incidental to the contract.

Hot mix binder course – Article 406

Equipment shall meet the requirement of article 406.03 with no exceptions.

The Contractor shall notify the Village at least 24 hours in advance of the priming so that notice can be given to the affected residents. Prime shall not be applied more than 24-hours before the asphalt is placed. Prime shall be SS-1, diluted 50/50 and applied at a rate of 0.1 gallons per square yard.

The Contractor shall have an independent material testing service present to establish the optimum rolling pattern and determine the final density of the compacted asphalt. Results of these tests shall be supplied to the Village. Placement of hot mix asphalt shall not commence unless the testing service is present. The testing shall not be paid for separately but shall be considered as incidental to the contract.

Hot mix asphalt – Article 1030

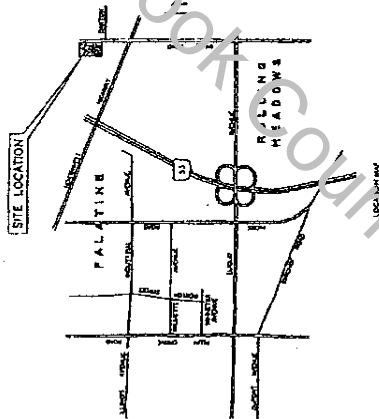
The hot mix asphalt shall conform to IL-19.0, N-50.

The Contractor shall provide to the Village QC/QA documents #1, 2 & 8 in accordance with article 1030.05.

UNOFFICIAL COPY

RAVINIA CIRCLE & S. WILKE ROAD R.O.W. MODIFICATION PLANS

SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST
VILLAGE OF PALATINE, ILLINOIS
COOK COUNTY



NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMIT
2	11/11/11	ISSUED FOR PERMIT

SUBMITTER'S NOTE:
NO LOTS SHALL HAVE DIRECT ACCESS TO S. WILKE ROAD. ALL LOTS ARE REQUIRED TO HAVE DRIVEWAYS TO RAVINIA CIRCLE.

SCHUBERT ASSOCIATES NOTE:
ALL DISTRICTS SHALL BE RESISTED WITH A VOTE OF 75% OF THE BOARD OF SUPERVISORS.

VILLAGE INSPECTION NOTE:
THE CONTRACTOR SHALL CALL THE VILLAGE OF PALATINE ENGINEERING DEPT. AT 815-484-3400 IN ADVANCE TO REQUEST INSPECTIONS.



Now when's better,
Call before you dig.

HAEGER ENGINEERING
R.O.W. MODIFICATION PLANS
RAVINIA CIRCLE & S. WILKE ROAD
SHEET

- LEGEND**
- Proposed Right-of-Way
 - Proposed Street
 - Proposed Lot
 - Proposed Drive
 - Proposed Easement
 - Proposed Utility
 - Proposed Structure
 - Proposed Fencing
 - Proposed Landscaping
 - Proposed Signage
 - Proposed Lighting
 - Proposed Stormwater Management
 - Proposed Traffic Control
 - Proposed Safety Features
 - Proposed Other
 - Proposed Easement
 - Proposed Structure
 - Proposed Fencing
 - Proposed Landscaping
 - Proposed Signage
 - Proposed Lighting
 - Proposed Stormwater Management
 - Proposed Traffic Control
 - Proposed Safety Features
 - Proposed Other

Exhibit C

UNOFFICIAL COPY

GENERAL NOTES & RAVINIA
RAVINIA CIRCLE & S. WILKE ROAD
CIRCLE PAVING SPECIFICATIONS
 R.O.W. MODIFICATION PLANS
 (REVISED 05/11/08)

HAEGER ENGINEERING
 1001 N. WILKE ROAD
 RAVINIA, ILLINOIS 60067
 TEL: (630) 340-2200
 FAX: (630) 340-2201
 WWW.HAEGERENGINEERING.COM

RAVINIA CIRCLE BINDER REPAIR WORK PLAN & SPECIAL PROVISIONS

The following work plan and special provisions are to be used in the binder repair work on Ravinia Circle. The work shall be done in accordance with the Standard Specifications for Highway Construction, Section 209, and the following special provisions. The work shall be done in accordance with the Standard Specifications for Highway Construction, Section 209, and the following special provisions. The work shall be done in accordance with the Standard Specifications for Highway Construction, Section 209, and the following special provisions.

STAGE 1:

1. The binder shall be repaired in accordance with the Standard Specifications for Highway Construction, Section 209, and the following special provisions.
2. The binder shall be repaired in accordance with the Standard Specifications for Highway Construction, Section 209, and the following special provisions.
3. The binder shall be repaired in accordance with the Standard Specifications for Highway Construction, Section 209, and the following special provisions.
4. The binder shall be repaired in accordance with the Standard Specifications for Highway Construction, Section 209, and the following special provisions.
5. The binder shall be repaired in accordance with the Standard Specifications for Highway Construction, Section 209, and the following special provisions.

RAVINIA CIRCLE EXISTING TYPICAL SECTION

RAVINIA CIRCLE (STAGE 1) TYPICAL SECTION

RAVINIA CIRCLE (STAGE 2A) TYPICAL SECTION

RAVINIA CIRCLE (STAGE 2B) TYPICAL SECTION

RAVINIA CIRCLE PAVING SPECIFICATIONS

Exhibit C

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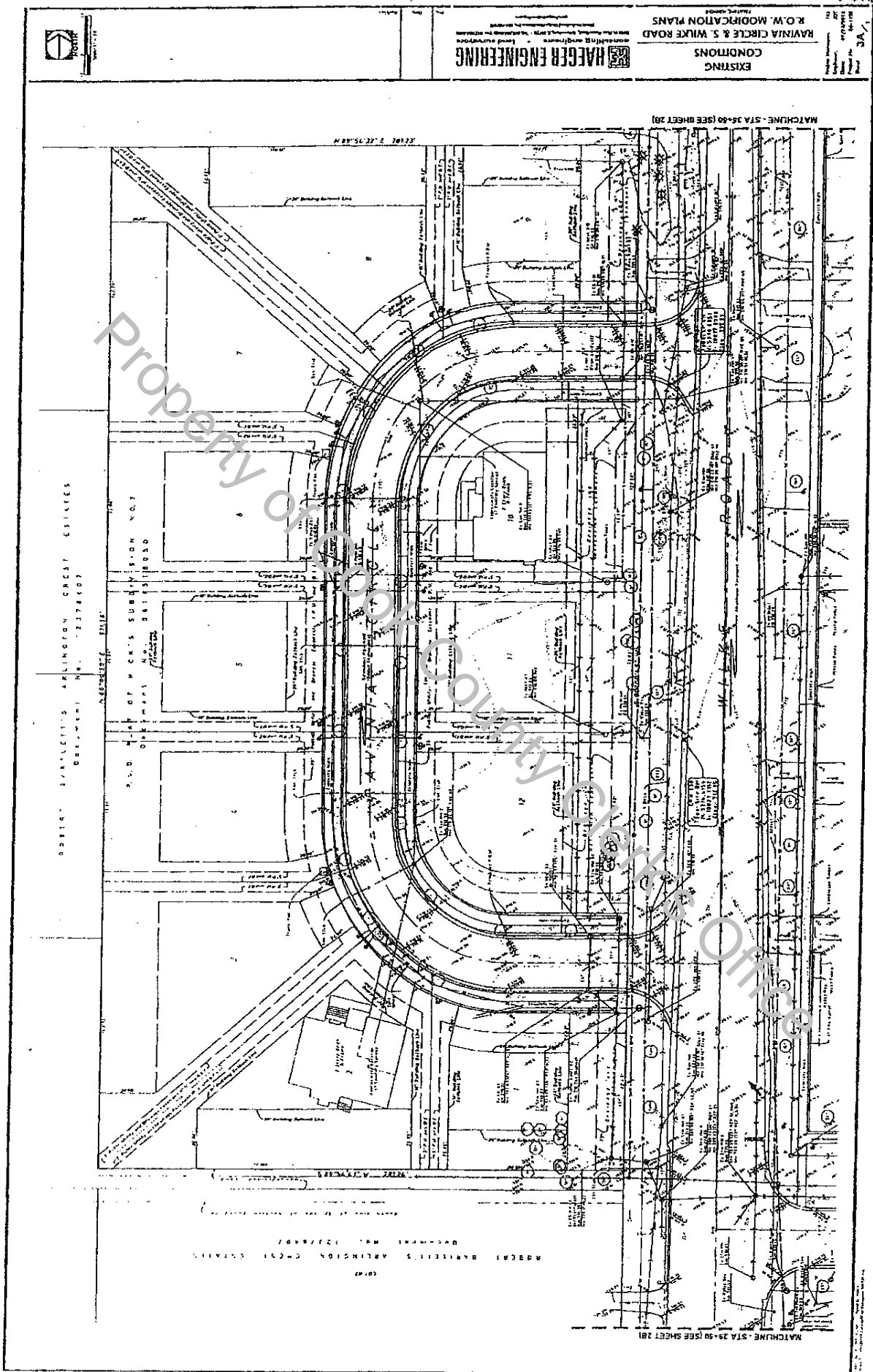
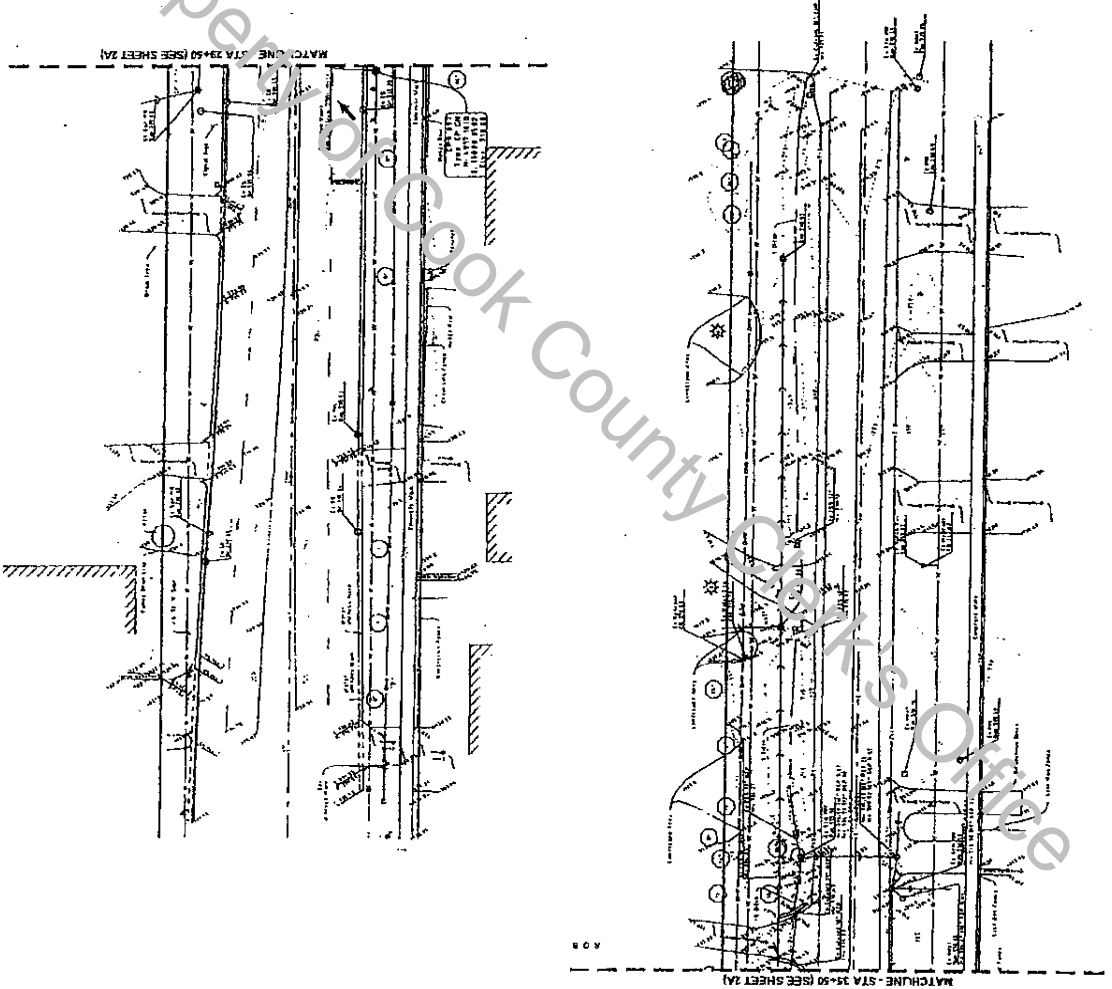


Exhibit C

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	HAEGER ENGINEERING Consulting Engineers and Surveyors 1000 North Dearborn Street, Suite 200 Chicago, Illinois 60610 Phone: (773) 327-1100 Fax: (773) 327-1101 Email: info@haegereng.com	EXISTING CONDITIONS RAVNIA CIRCLE & S. WILKE ROAD MODIFICATION PLANS Project No. 1227055041	SHEET NO. 49 TOTAL SHEETS 72
	DATE: 11/11/11		

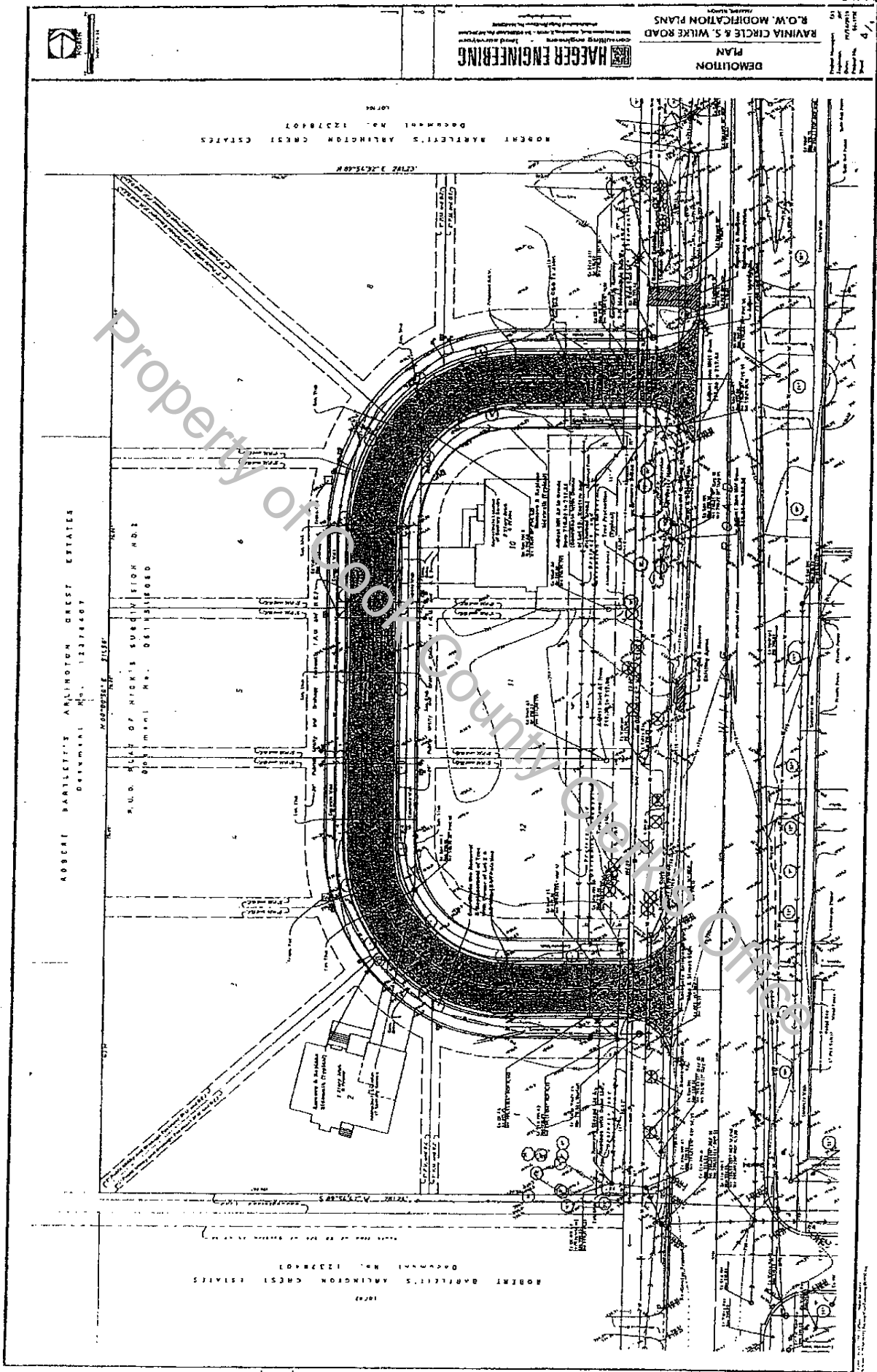


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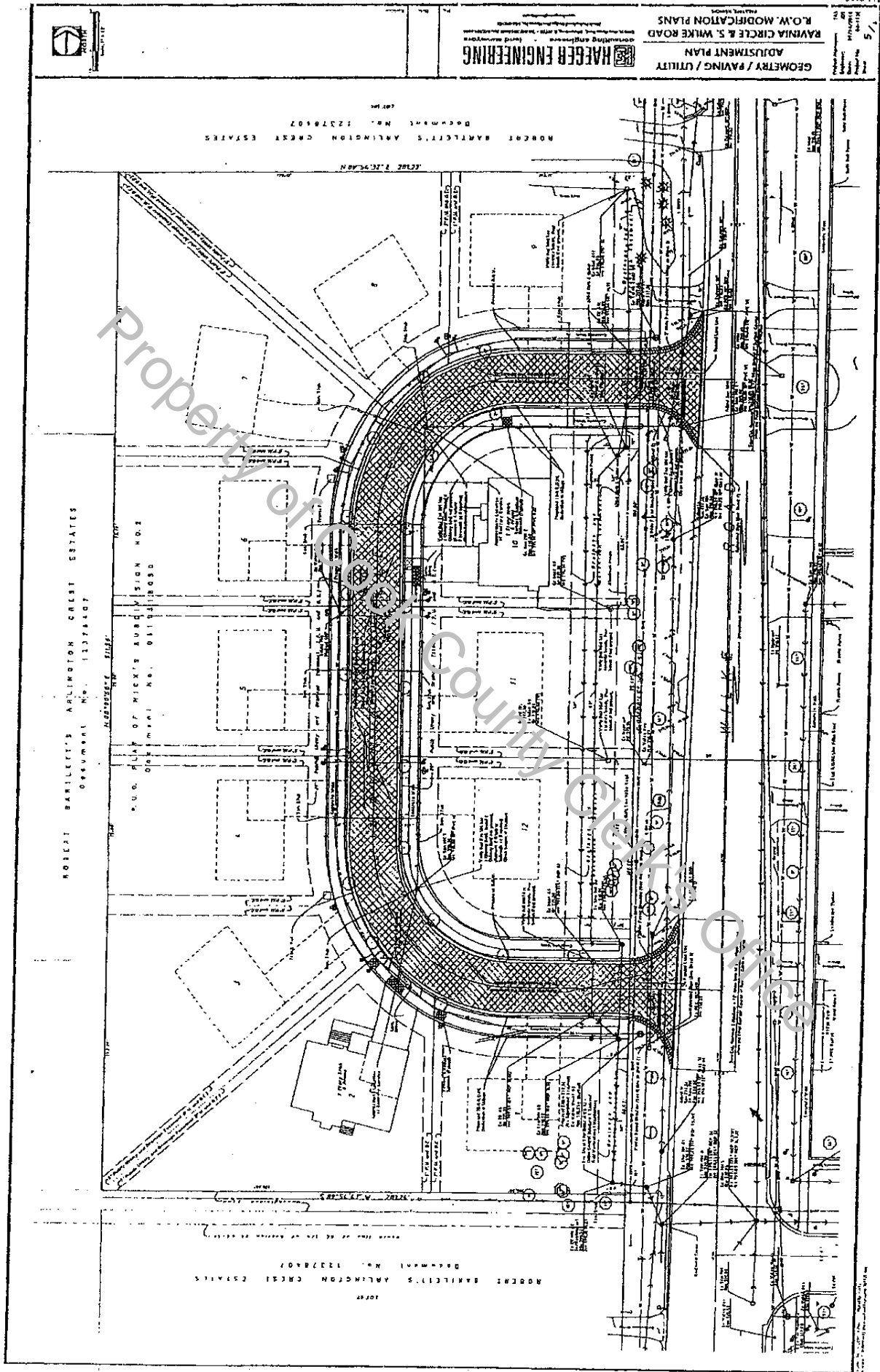


Exhibit C



GEOMETRY / RAISING / UTILITY
 ADJUSTMENT PLAN
 RAVNIA CIRCLE & S. WILKE ROAD
 R.O.W. MODIFICATION PLANS
 HAEGEB ENGINEERING
 CONSULTING ENGINEERS - LAND SURVEYORS
 1515 W. 10th Street, Suite 100, Lincoln, NE 68502
 (402) 441-1111
 www.haeger-engineering.com

ROBERT BARTLETT'S ARLINGTON CREST ESTATES
 DOCUMENT NO. 13378407
 METROPOLITAN EDISON
 U.S. PLAN OF MICK'S SUBDIVISION NO. 2
 DOCUMENT NO. 081149050

ROBERT BARTLETT'S ARLINGTON CREST ESTATES
 DOCUMENT NO. 13378407

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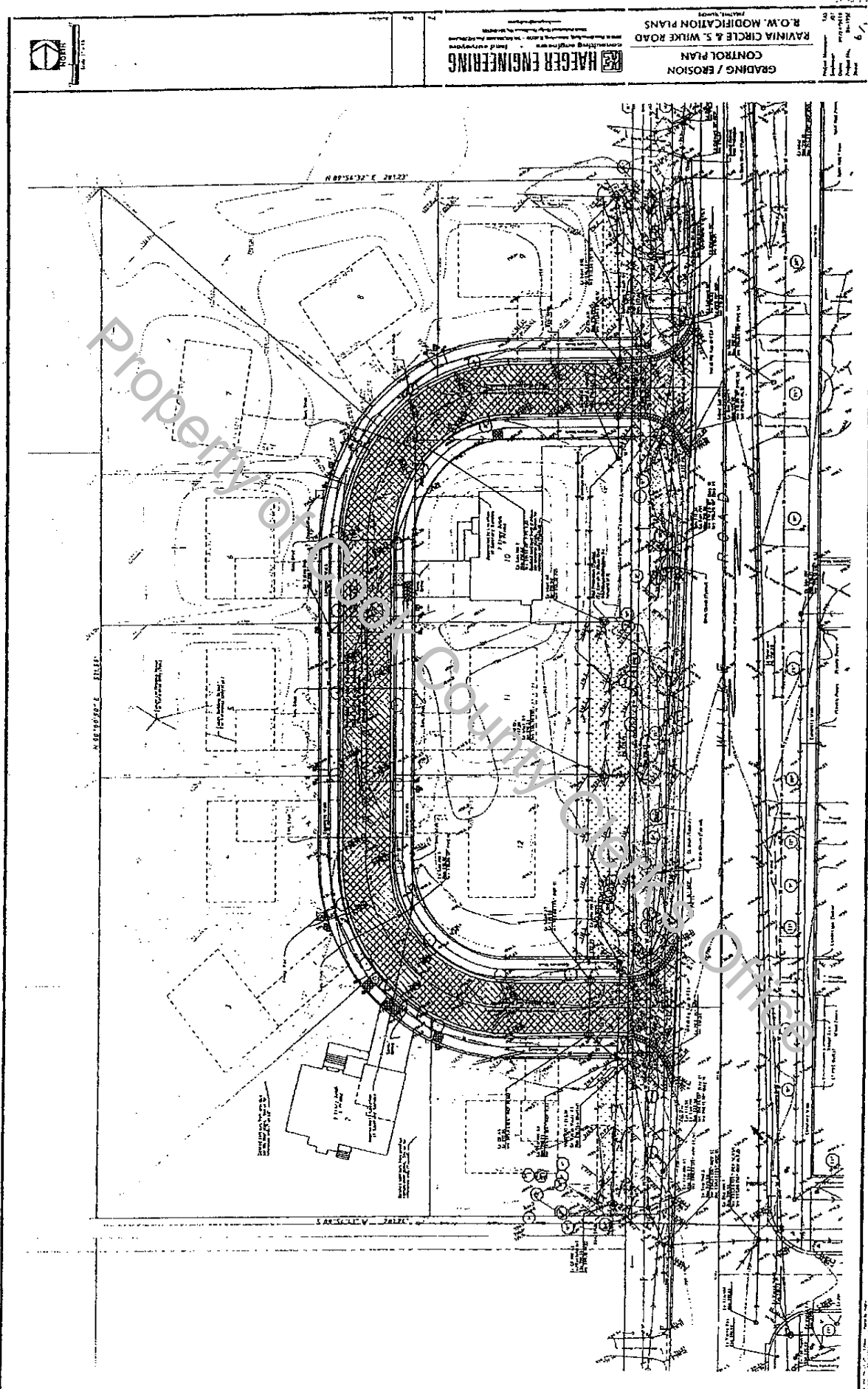


Exhibit C

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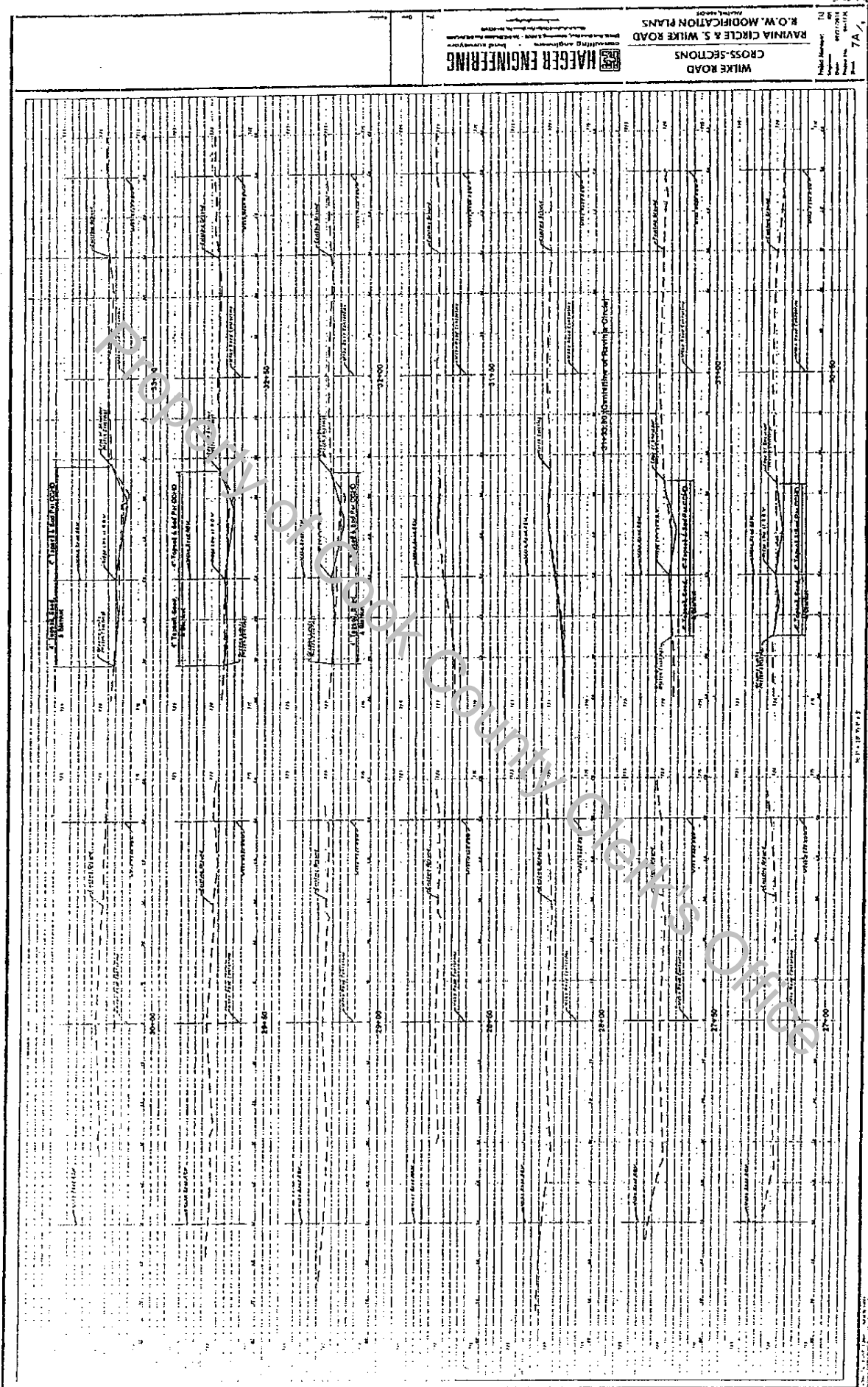
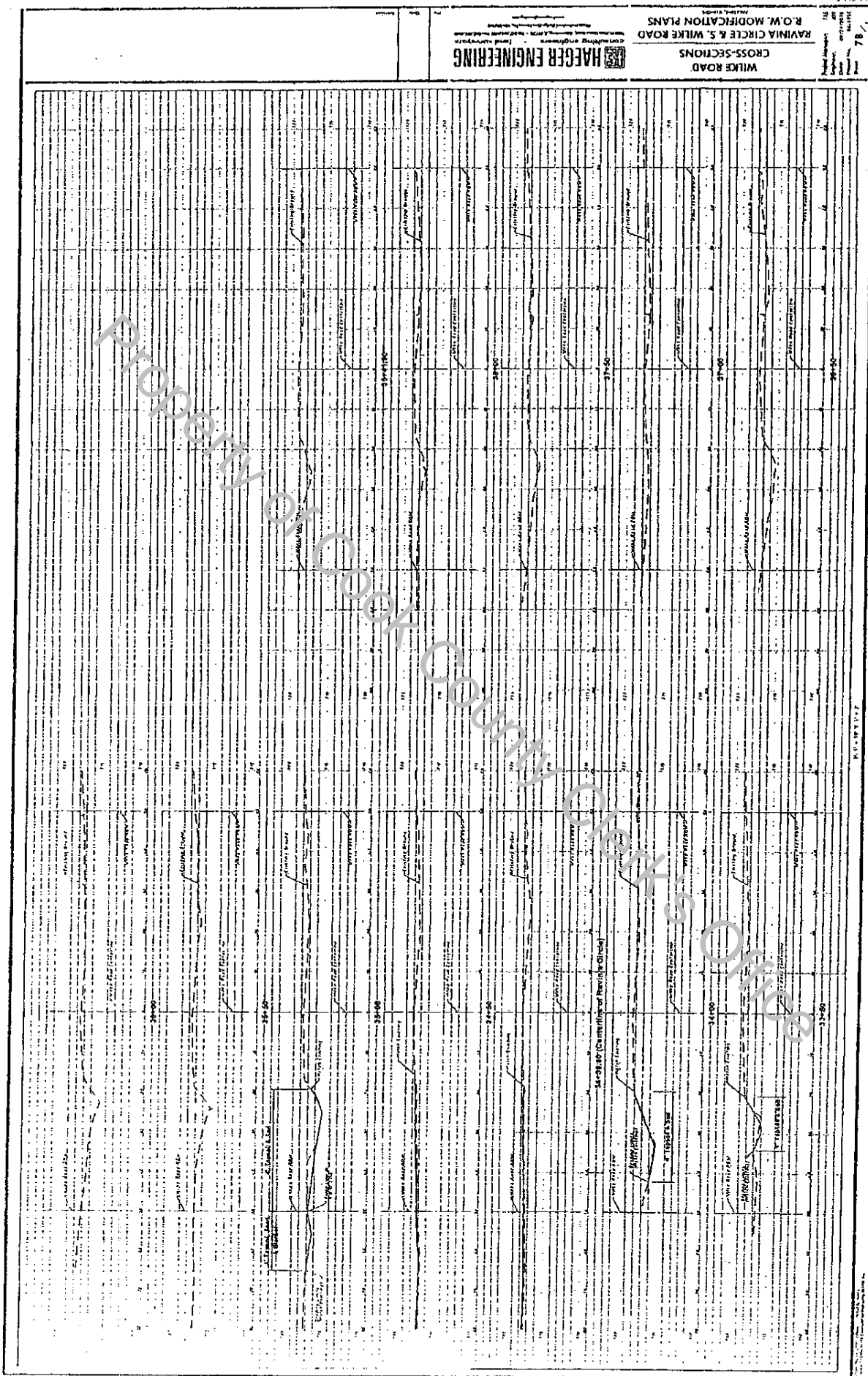


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HAEGER ENGINEERING
 Consulting Engineers and Surveyors
 1000 West Main Street, Suite 200
 Ann Arbor, Michigan 48106
 Phone: (734) 769-1100
 Fax: (734) 769-1101
 Email: info@haeger-engineering.com

WILKE ROAD
CROSS-SECTIONS
RAVNICA CIRCLE & WILKE ROAD
R.O.W. MODIFICATION PLANS

DATE: 11/11/11
 DRAWN BY: J. H. H. / J. H. H.
 CHECKED BY: J. H. H. / J. H. H.
 78

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SOIL PROTECTION CHART

BITUMINOUS SHOULDER IN WILKE ROAD R.O.W.

PORTLAND CEMENT SIDEWALK / DRIVEWAY APRON

HAEGER ENGINEERING
 1000 Wilke Road, Wilke, Oregon 97147
 R.O.W. MODIFICATION PLANS
 RAVINIA CIRCLE & S. WILKE ROAD
 TYPICAL DETAILS

SOIL PROTECTION CHART

BITUMINOUS SHOULDER IN WILKE ROAD R.O.W.

PORTLAND CEMENT SIDEWALK / DRIVEWAY APRON

SILT FENCE PLAN

CULVERT INLET PROTECTION

TRIANGULAR SILT PILE INSTALLATION FOR ROADWAY DITCH OR DRAINAGE DITCH

SILT FENCE PLAN

CULVERT INLET PROTECTION

TRIANGULAR SILT PILE INSTALLATION FOR ROADWAY DITCH OR DRAINAGE DITCH

INLET SILT BASKET CATCH-ALL

CURB SILT BASKET CATCH-ALL

INLET SILT BASKET CATCH-ALL

TYPICAL SANITARY MANHOLE

TYPE 'A' CURB AND GUTTER (FOR REMOVAL & REPLACEMENT)

CATCH BASIN A2 MODIFICATION DETAIL (OUTLET CONTROL STRUCTURE)

TYPICAL SANITARY MANHOLE

TYPE 'A' CURB AND GUTTER (FOR REMOVAL & REPLACEMENT)

CATCH BASIN A2 MODIFICATION DETAIL (OUTLET CONTROL STRUCTURE)

RIP RAP OUTLET PROTECTION

TRIPLE PROTECTION - FENCING

RIP RAP OUTLET PROTECTION

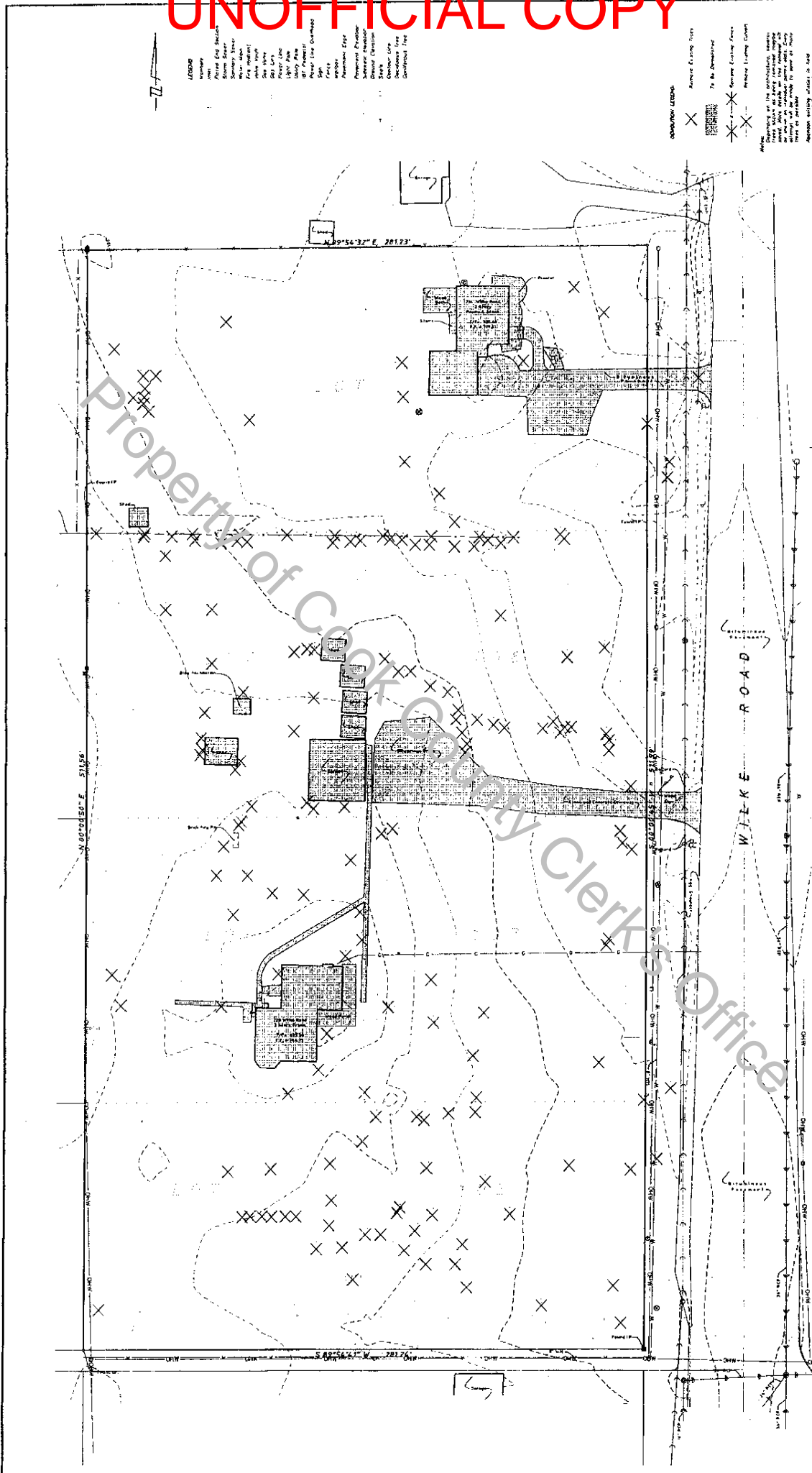
RIP RAP OUTLET PROTECTION

TRIPLE PROTECTION - FENCING

RIP RAP OUTLET PROTECTION

Exhibit C

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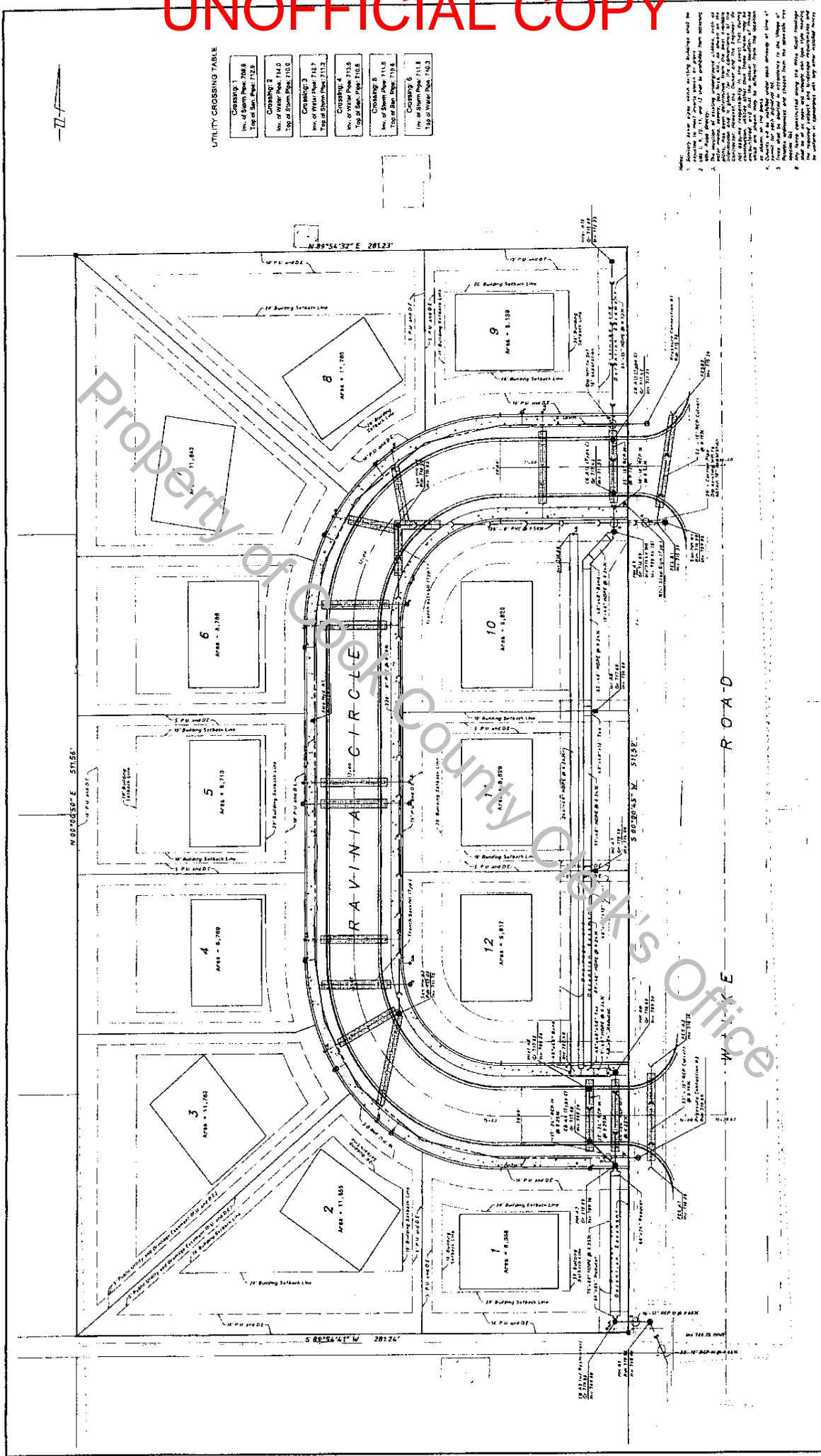


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LEGEND
 --- Existing Utility Lines
 --- Proposed Utility Lines
 --- Elevation Contour
 --- Property Line
 --- Building Footprint
 --- Building to be Demolished
 --- Survey Point
 --- Monument
 --- Existing Easement
 --- Proposed Easement
 --- Proposed Driveway
 --- Proposed Walkway
 --- Proposed Parking Area
 --- Proposed Site
 --- Proposed Foundation
 --- Proposed Structure
 --- Proposed Access
 --- Proposed Stormwater
 --- Proposed Stormwater
 --- Proposed Stormwater
 --- Proposed Stormwater

HAEGER ENGINEERING
 3111 E. 11th Street, Chicago, IL 60658
 Phone: (773) 437-8888
 Fax: (773) 437-8889
 Email: haege@haegereng.com
 Date: 11-10-09
 Project No.: 0911195
 Scale: 1" = 50'
 Drawing No.: 3.3 ACRE PARCEL - WILKE RD.
 SITE IMPROVEMENT PLANS
 PALM TREE, IL 60468

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UTILITY CROSSING TABLE

Crossing 1	Inv. of Storm Pipe 704.8 Top of Man. Pipe 712.9
Crossing 2	Inv. of Water Pipe 714.0 Top of Storm Pipe 710.0
Crossing 3	Inv. of Water Pipe 713.7 Top of Storm Pipe 711.2
Crossing 4	Inv. of Water Pipe 713.5 Top of Man. Pipe 710.5
Crossing 5	Inv. of Water Pipe 713.4 Top of Man. Pipe 711.4
Crossing 6	Inv. of Storm Pipe 711.8 Top of Man. Pipe 712.3

Notes:
 1. All utility lines shown on this plan shall be installed in accordance with the applicable codes and standards.
 2. The location of existing underground utilities shall be determined by a utility locator prior to construction.
 3. The contractor shall be responsible for the protection of all existing utilities.
 4. The contractor shall be responsible for the installation of all new utilities.
 5. The contractor shall be responsible for the installation of all new building setbacks.
 6. The contractor shall be responsible for the installation of all new site improvements.
 7. The contractor shall be responsible for the installation of all new site furnishings.
 8. The contractor shall be responsible for the installation of all new site lighting.
 9. The contractor shall be responsible for the installation of all new site drainage.
 10. The contractor shall be responsible for the installation of all new site parking.
 11. The contractor shall be responsible for the installation of all new site landscaping.
 12. The contractor shall be responsible for the installation of all new site signage.

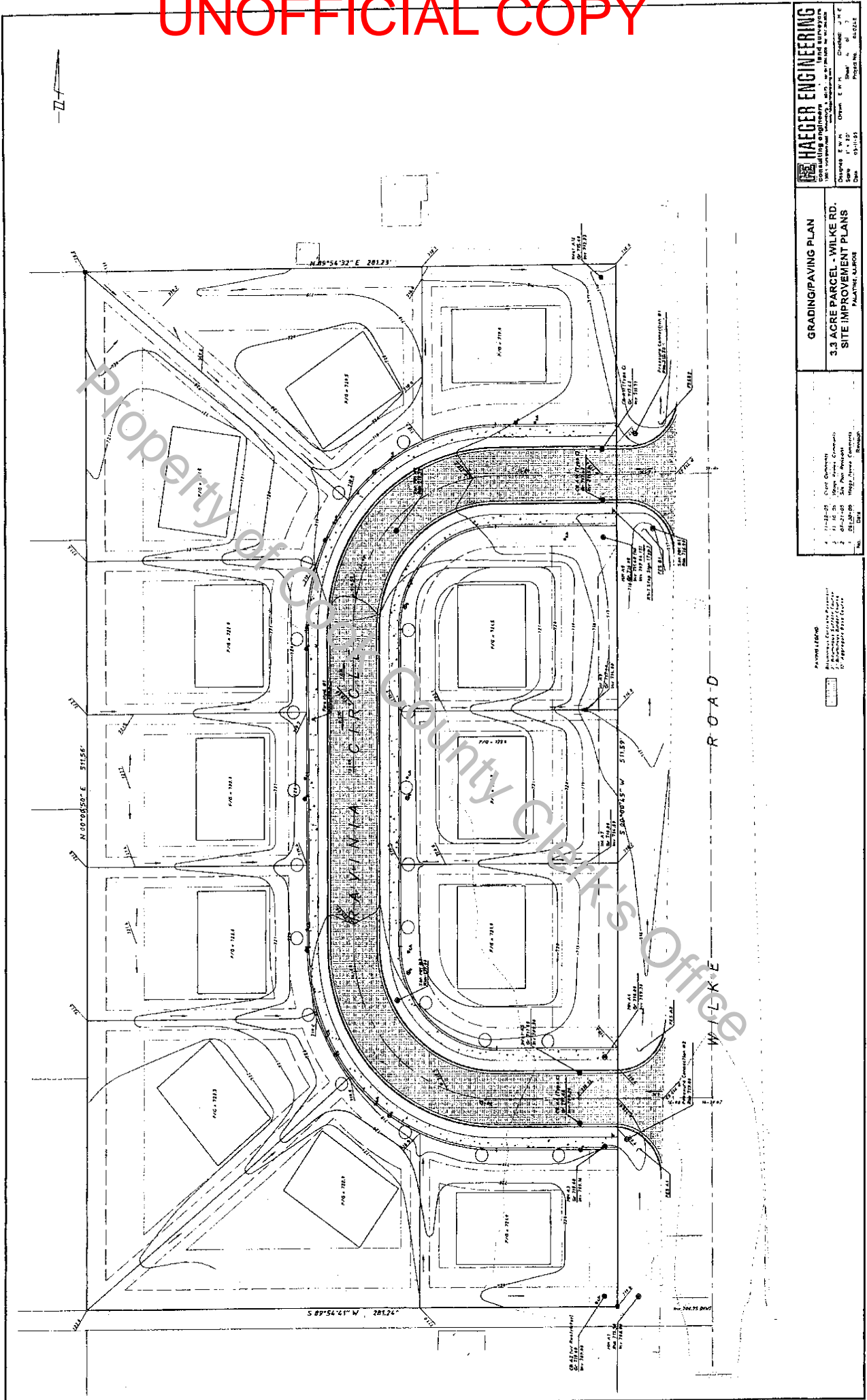
HAEGER ENGINEERING
 1000 W. 10th Street, Suite 100, Lincoln, NE 68502
 Phone: (402) 441-1111
 Fax: (402) 441-1112
 Website: www.haegereng.com
 Project: 3.3 Acre Parcel - Wilke Rd. Site Improvement Plans
 Date: 08/11/2015
 Sheet: 3 of 7
 Scale: As Shown

GEOMETRY / UTILITY PLAN
3.3 ACRE PARCEL - WILKE RD.
SITE IMPROVEMENT PLANS
 HAEGER ENGINEERING

1	12-27-15	Initial	Prepared
2	12-27-15	Check	Reviewed
3	12-27-15	Design	Approved
4	08-12-15	Final	Issued

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HAEDER ENGINEERING
 Consulting Engineers and Surveyors
 1001 Commercial Street, Suite 200
 Denver, CO 80202
 Phone: 303.733.1111
 Fax: 303.733.1112
 Website: www.haedereng.com

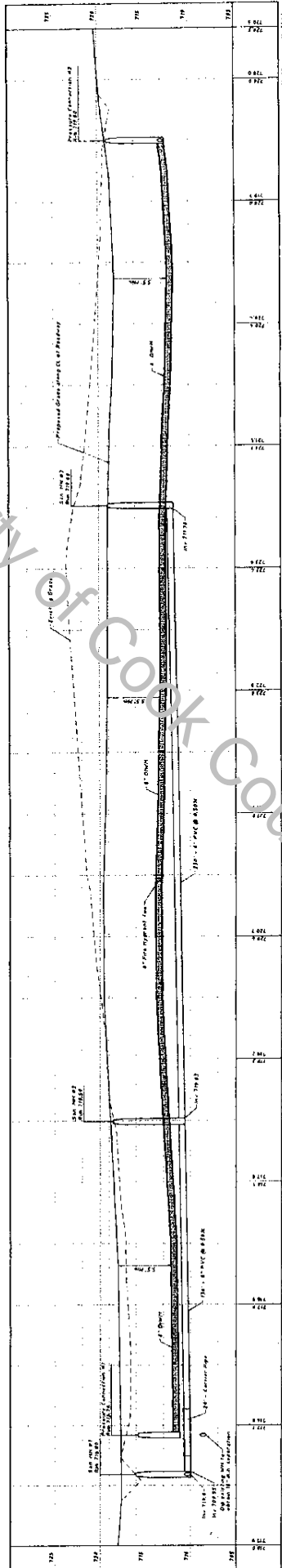
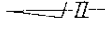
GRADING/PAVING PLAN
3.3 ACRE PARCEL - WILKE RD.
SITE IMPROVEMENT PLANS
 PALMISTE MARCOS

No.	Date	Description
1	11-12-25	Client Comments
2	01-27-25	Site Plan Approval
3	03-20-25	Utility Approval
4	03-20-25	Final Approval

PAVING LEGEND
 PAVING TYPE
 ASPHALT CONCRETE
 PORTLAND CEMENT CONCRETE
 GRANULAR FILL



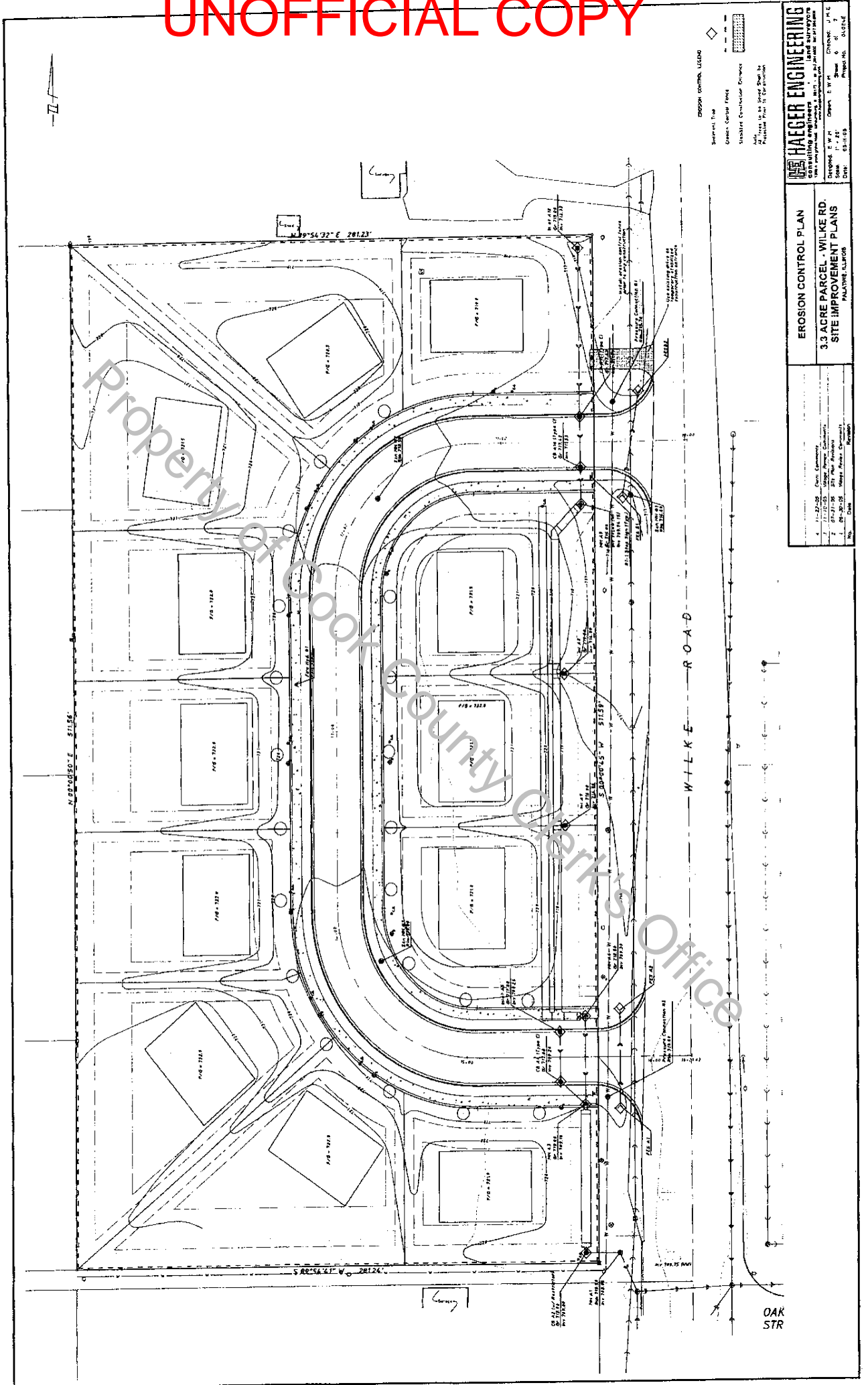
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HAEBER ENGINEERING Civil Engineering 1415 W. 14th Street, Suite 100 Chicago, IL 60604 Phone: (773) 327-1100 Fax: (773) 327-1101 www.haebereng.com	
SANITARY & WATER MAIN PROFILE SHEET	
3.3 ACRE PARCEL - WILKE RD, SITE IMPROVEMENT PLANS	
Project No. 14-12-05 Date 11/11/10 Scale 1" = 20' Sheet 5 of 7 Project No. 14-12-05	Drawn by E. W. H. Checked by J. P. E. Project No. 14-12-05

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SYMBOLS:
 Silt Fence
 Sediment Basin
 Stabilized Construction Entrance
 Vegetative Stabilization
 All Areas to be Shaded Shall be Protected Prior to Construction

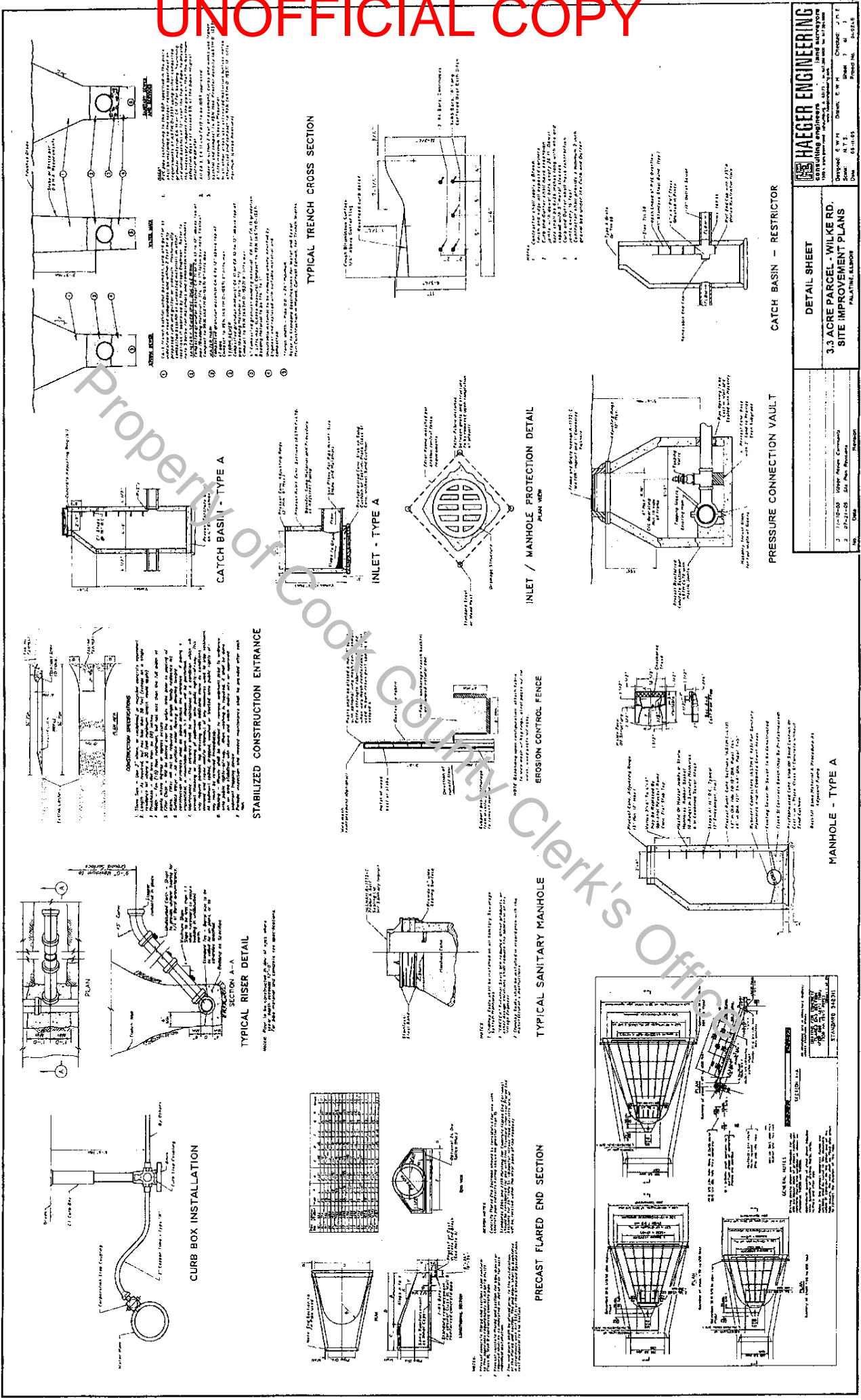
HAEGER ENGINEERING
 Consulting Engineers
 1111 N. LaSalle Street, Suite 1000
 Chicago, IL 60610
 Phone: (312) 467-1000
 Fax: (312) 467-1001
 E-Mail: info@haegereng.com
 Date: 03-10-08
 Project No.: 0474E

EROSION CONTROL PLAN
 3.3 ACRE PARCEL - WILKE RD.
 SITE IMPROVEMENT PLANS
 PALATKA, ILLINOIS

1	11-22-06	Client Comments	11-22-06	1
2	11-22-06	Major Project Comments	11-22-06	1
3	01-27-08	Site Plan Approval	01-27-08	1
4	03-10-08	Major Project Comments	03-10-08	1

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HAEGER ENGINEERING
 1000 W. 10th Street, Suite 100, Lincoln, NE 68502
 Phone: (402) 441-1111 Fax: (402) 441-1112
 Email: info@haegereng.com Website: www.haegereng.com

DETAIL SHEET
 3.3 ACRE PARCEL - WILKE RD.
 SITE IMPROVEMENT PLANS
 PLATTINE, ILLINOIS

NO. DATE REVISION
 1 1/10/08 Upper Review Comments
 2 2/23/08 Set Plan Revisions
 3 1/15/10 Final Review

DESIGNED BY: J. W. H. CHECKED BY: M. H. DATE: 08-11-05
 DRAWN BY: J. W. H. SHEET: 7 OF 7
 PROJECT NO.: 08-015

MANHOLE - TYPE A
 Note for Item Detail & Procedure A1
 (Opposite Item)

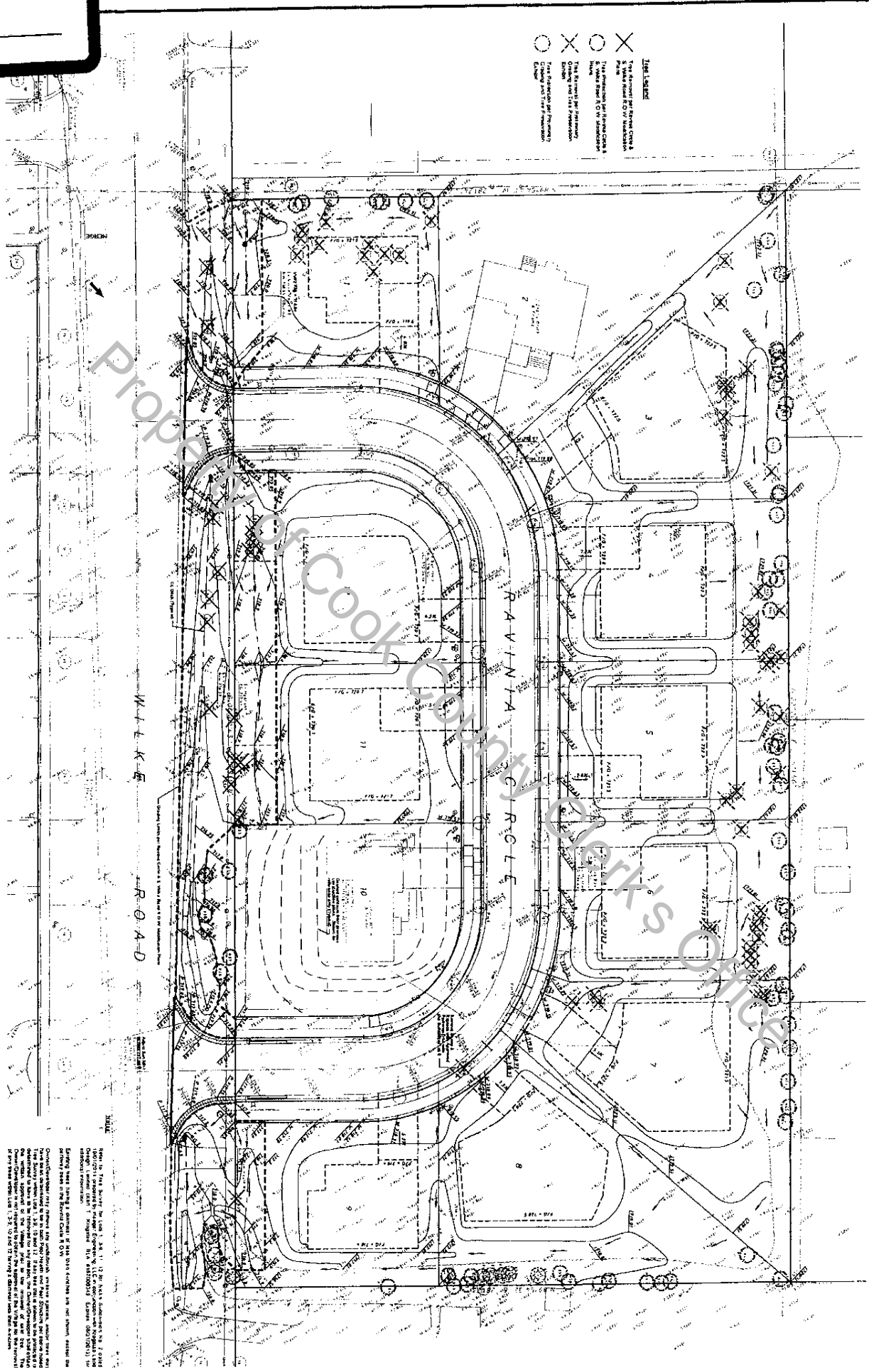
STANDARD SHEET

GENERAL NOTES
 1. All work shall conform to the specifications of the Standard Specifications for Highway Construction, 2003 Edition, published by the Illinois State Board of Transportation, and to the specifications of the Standard Specifications for Sewer and Water Mains, published by the Illinois State Board of Transportation.
 2. All work shall be done in accordance with the plans and specifications.
 3. All work shall be done in accordance with the instructions of the engineer.
 4. All work shall be done in accordance with the instructions of the engineer.

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tabbles
EXHIBIT
E

- Tree Legend:**
- Existing Tree
 - × Proposed Tree
 - Proposed Tree to be Removed
 - Proposed Tree to be Retained
 - Proposed Tree to be Planted
 - Proposed Tree to be Preserved



1. This plan is prepared for the purpose of showing the preliminary grading and tree preservation for the proposed subdivision. It is not intended to be a final plan and should not be used for any other purpose without the approval of the engineer. The engineer is not responsible for the accuracy of the data furnished to him and for the results of any construction based thereon. The engineer is not responsible for the results of any construction based thereon. The engineer is not responsible for the results of any construction based thereon.

PRELIMINARY GRADING AND TREE PRESERVATION EXHIBIT
NICK'S SUBDIVISION
NO. 2
PALATKA, GILMOR

HAEGER ENGINEERING
consulting engineers land surveyors
1305 N. Plum Street Road, Springfield, IL 62775 • Tel: 618.291.6600 Fax: 618.291.6608
www.haegerengineering.com

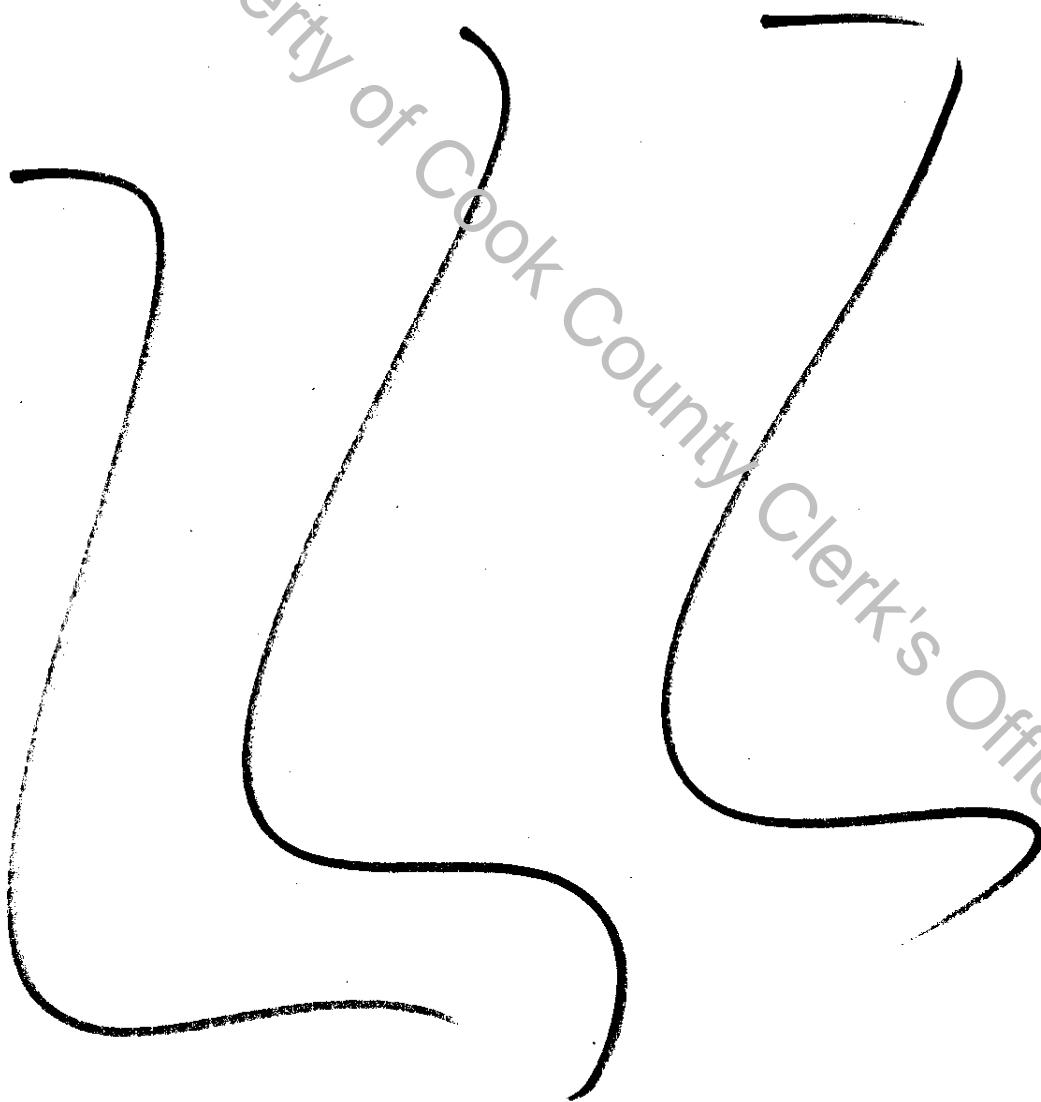
Scale: 1" = 20'
North Arrow
Date: 11/20/11
Prepared by: [Name]
Checked by: [Name]
Reviewed by: [Name]

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tabbles	EXHIBIT
	F

COST ESTIMATE

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A large, thick, black handwritten scribble that covers a significant portion of the page. It consists of several overlapping, wavy lines that form a complex, abstract shape, possibly resembling a stylized signature or a large letter 'S'.

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DRAFT
 REVISED
 REVISED
 REVISED

Nicks Subdivision
 Present Value of Items Deficient and Incomplete

01/20/2009 AG
 01/26/2009 MB
 03/10/2009 MS
 10/12/2009 MB

ITEM #	DESCRIPTION	PROJECT QUANTITY	QUANTITY TO REPLACE	% TO REPLACE OR SCOPE	UNIT	HAEGGER UNIT PRICE (CY 2005)	PALATINE UNIT PRICE (CY 2009)	ESTIMATED REPAIR COSTS	ESTIMATED INCOMPLETE COST
CONCRETE									
1	Curb & Gutter, Type A	1284	240	20%	LF	\$12.00	\$15.00	\$3,600.00	
2	3" PCC Sidewalk	8208	820	10%	SF	\$3.00	\$6.00	\$3,720.00	
PAINT									
3	1" Curb Stop and Box	12	12	Adjust to finish grade	EA	\$300.00	\$300.00	\$3,000.00	
4	48" Valve-In-Vault Hydrant	2	2	Adjust to finish grade	EA	\$600.00	\$600.00	\$600.00	
5	Valve Boxes	1	1	Paint & Grassy	EA	\$30.00	\$30.00	\$30.00	
6	Valve Boxes	1	1	Adjust to finish grade	EA	\$250.00	\$250.00	\$250.00	
SEWER & WATER									
7	48" San. Manhole/Frame & Lid	3	3	Adjust to finish grade	EA	\$300.00	\$300.00	\$900.00	
8	Clean-Outs	12	12	Adjust to finish grade	EA	\$250.00	\$250.00	\$3,000.00	
9	Sewer Tape	1	1	Adjust to finish grade	LSUM	\$2,000.00	\$2,000.00	\$2,000.00	
10	Manhole Chimney Seals	3	3		EA	\$600.00	\$600.00	\$600.00	
11	Clean Bottom of Structure/Pour Bench	3	3		EA	\$500.00	\$500.00	\$1,500.00	
STORM SEWER									
12	48" Storm Manhole w/ Frame & Lid	3	3	Adjust to finish grade	EA	\$900.00	\$900.00	\$900.00	
13	48" Catch Basin w/ Frame & Grate	2	2	Adjust to finish grade	EA	\$600.00	\$600.00	\$600.00	
14	24" Inlet w/ Frame & Lid	3	3	Adjust to finish grade	EA	\$300.00	\$300.00	\$900.00	
15	Metal Grate for Filtered End Section	4	4	Needs field check	EA	\$50.00	\$50.00	\$200.00	
16	Rip Rap at Filtered End Sections	1	1		EA	\$500.00	\$500.00	\$500.00	
17	Catch Basin Type A	4	4	(Structure Slaps)	EA	\$200.00	\$200.00	\$800.00	
18	Inlet	3	3	Concrete Bench	EA	\$750.00	\$750.00	\$2,250.00	
19	Structures to be cleaned	8	8		EA	\$450.00	\$450.00	\$3,600.00	
Paving									
20	2" Bitum Conc. Surface Course Class I	1855	1855	100%	SY	\$3.75	\$8.00	\$11,137.50	
21	2" Bitum Conc. Binder Course Class I	1855	1855	100%	SY	\$3.25	\$5.50	\$10,292.50	
22	1" Aggregate Base Course	1855	827	50%	SY	\$10.00	\$12.00	\$11,424.00	
23	Bit. Material Prime Coat @ 0.15 gal/sy	278	278	100%	GAL	\$1.00	\$2.00	\$556.00	
24	Milling	0	1855	100%	SY	Not Listed	\$3,710.00	\$3,710.00	
Landscaping & Misc									
25	Parkway Trees	21	21		EA	\$500	\$350.00	\$1,050.00	
26	Topsoil Rased	2120	2120		SY	\$2.00	\$6.00	\$12,720.00	
27	Lighting	0	2		EA	Not Listed	\$3,500.00	\$7,000.00	
									\$81,162.60
									\$46,706.50
									\$67,272.50
									\$63,000.00
									\$69,276.75

2014 Forecasted Repair Costs									
5 years out after homes built									
ITEM #	DESCRIPTION	PROJECT QUANTITY	QUANTITY TO REPLACE	% TO REPLACE OR SCOPE	UNIT	HAEGGER UNIT PRICE (CY 2005)	PALATINE UNIT PRICE (CY 2009)	ESTIMATED REPAIR COSTS	ESTIMATED INCOMPLETE COST
CONCRETE									
1	Curb & Gutter, Type A	1284	240	20%	LF	\$12.00	\$15.00	\$3,600.00	
2	3" PCC Sidewalk	8208	820	10%	SF	\$3.00	\$6.00	\$3,720.00	
PAINT									
3	1" Curb Stop and Box	12	12	Adjust to finish grade	EA	\$300.00	\$300.00	\$3,000.00	
4	48" Valve-In-Vault Hydrant	2	2	Adjust to finish grade	EA	\$600.00	\$600.00	\$600.00	
5	Valve Boxes	1	1	Paint & Grassy	EA	\$30.00	\$30.00	\$30.00	
6	Valve Boxes	1	1	Adjust to finish grade	EA	\$250.00	\$250.00	\$250.00	
SEWER & WATER									
7	48" San. Manhole/Frame & Lid	3	3	Adjust to finish grade	EA	\$300.00	\$300.00	\$900.00	
8	Clean-Outs	12	12	Adjust to finish grade	EA	\$250.00	\$250.00	\$3,000.00	
9	Sewer Tape	1	1	Adjust to finish grade	LSUM	\$2,000.00	\$2,000.00	\$2,000.00	
10	Manhole Chimney Seals	3	3		EA	\$600.00	\$600.00	\$600.00	
11	Clean Bottom of Structure/Pour Bench	3	3		EA	\$500.00	\$500.00	\$1,500.00	
STORM SEWER									
12	48" Storm Manhole w/ Frame & Lid	3	3	Adjust to finish grade	EA	\$900.00	\$900.00	\$900.00	
13	48" Catch Basin w/ Frame & Grate	2	2	Adjust to finish grade	EA	\$600.00	\$600.00	\$600.00	
14	24" Inlet w/ Frame & Lid	3	3	Adjust to finish grade	EA	\$300.00	\$300.00	\$900.00	
15	Metal Grate for Filtered End Section	4	4	Needs field check	EA	\$50.00	\$50.00	\$200.00	
16	Rip Rap at Filtered End Sections	1	1		EA	\$500.00	\$500.00	\$500.00	
17	Catch Basin Type A	4	4	(Structure Slaps)	EA	\$200.00	\$200.00	\$800.00	
18	Inlet	3	3	Concrete Bench	EA	\$750.00	\$750.00	\$2,250.00	
19	Structures to be cleaned	8	8		EA	\$450.00	\$450.00	\$3,600.00	
Paving									
20	2" Bitum Conc. Surface Course Class I	1855	1855	100%	SY	\$3.75	\$8.00	\$11,137.50	
21	2" Bitum Conc. Binder Course Class I	1855	1855	100%	SY	\$3.25	\$5.50	\$10,292.50	
22	1" Aggregate Base Course	1855	827	50%	SY	\$10.00	\$12.00	\$11,424.00	
23	Bit. Material Prime Coat @ 0.15 gal/sy	278	278	100%	GAL	\$1.00	\$2.00	\$556.00	
24	Milling	0	1855	100%	SY	Not Listed	\$3,710.00	\$3,710.00	
Landscaping & Misc									
25	Parkway Trees	21	21		EA	\$500	\$350.00	\$1,050.00	
26	Topsoil Rased	2120	2120		SY	\$2.00	\$6.00	\$12,720.00	
27	Lighting	0	2		EA	Not Listed	\$3,500.00	\$7,000.00	
									\$81,162.60
									\$46,706.50
									\$67,272.50
									\$63,000.00
									\$69,276.75

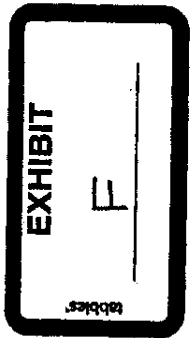
Bid
 1.10%
 \$63,000.00
 \$69,276.75

Say:
 \$4,000.00
 \$23,000.00
 \$10,202.50
 \$1,000.00
 \$39,000.00

Range from \$30,000 - \$40,000

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CATEGORY	DESCRIPTION	LOT RESPONSIBILITY	SUBDIVISION RESPONSIBILITY
CONCRETE			
1	DAMAGED CURB & GUTTER		X
2	DAMAGED PUBLIC WALK	X	
3	REMOVE NECESSARY CURB & GUTTER LINE TO CORRECT THE PROPER SLOPE TO DRAIN INTO STRUCTURE		X
WATER MAIN			
1	ADJUST B-BOX TO FINISH GRADE	X	
2	PAIN AND GREASE ALL NEW HYDRANTS		X
3	ADJUST ALL VALVE BOXES TO FINISH GRADE		X
4	RAISE VALVE VAULT TO PROPOSED RIM ELEVATION WHERE PRESSURE CONNECTION #2 WAS MADE		X
5	RAISE VALVE VAULT TO PROPOSED RIM ELEVATION WHERE PRESSURE CONNECTION #2 WAS MADE		X



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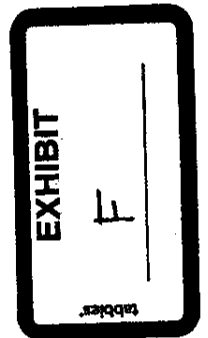
	STORM SEWER	
1	INLET A12 CANNOT INSPECT PROTECTION FABRIC IN PLACE	X
2	CB A11 CANNOT INSPECT PROTECTION FABRIC IN PLACE	X
3	MH A9 RAISE TO PROPOSED RIM ELEVATION	X
4	PLACE RIP RAP IN FRONT OF OUTFLOW FLARED END SECTIONS UNDER RAVINIA CIRCLE	X
5	VERIFY ALL CONCRETE FLARED END SECTIONS HAVE METAL GRATING INSTALLED	X
6	VERIFY THAT ALL DRAINAGE STRUCTURES IN UNDEVELOPED LOTS HAVE FABRIC PROTECTION INSTALLED	X
7	CB A4 NEEDS ADDITIONAL STEPS INSTALLED TOWARDS THE BOTTOM OF STRUCTURE	X
8	RAISE MH A3 TO PROPOSED RIM ELEVATION (BURIED)	
9	RE-CENTER FRAME OVER CONE OPENING OF EXISTING STRUCTURE IN WHICH MH1 CONNECTS INTO	X
10	CLEAN ANY CONSTRUCTION DEBRIS FROM INSIDE STRUCTURE	X
11	VERIFY INLETS HAVE FILLETS POURED AT BOTTOM	
SANITARY SEWER		

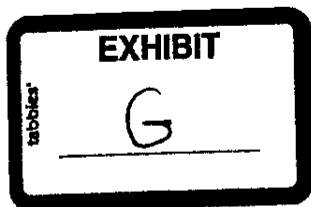


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1	VERIFY ALL SANITARY M.H. HAD CHIMNEY SEALS INSTALLED		X
2	RAISE CLEAN-OUTS TO FINISH GRADE	X	
3	RAISE FRAME TO PROPOSED RIM ELEVATION FOR M.H. #1		X
4	CLEAN BOTTOM OF STRUCTURE FROM CONSTRUCTION DEBRIS		X
GENERAL			
1	BACKFILL BEHIND BACK OF CURB AT BOTH ENTRANCES		X
2	THE BINDER PLACED LAST YEAR WILL NEED TO HAVE PATCH WORK DONE IN VARIOUS LOCATIONS		X
3	SURFACE COURSE NOT INSTALLED		X
4	RESOLVE PARKWAY ISSUES WITH RESIDENT AT 1107 S. WILKE (RESTORE PARKWAY AND DAMAGED APRON)		X
5	THE WEST WILKE ROAD PARKWAY NEEDS TO BE GRADED AS SHOWN ON APPROVED GRADING PLANS		X
6	THREE PROPOSED PARKWAY TREES ARE NOT PLANTED ON LOTS #1 & #2	X	
7	PLACE EROSION CONTROL PROTECTION OR FABRIC PROTECTION IN ALL DRAINAGE STRUCTURES UNTIL SUBDIVISION IS FULLY DEVELOPED		X

Deleted



UNOFFICIAL COPY**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 Palatine 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 Cook 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 Cook County Recorder of Deeds on _____, 20____, as Document No. _____; and

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

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

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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: _____

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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: _____

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NICK'S SUBDIVISION NO. 2

Lot No.	Address	PIN
1	796 Ravinia Circle	02-24-408-004-0000
3	784 Ravinia Circle	02-24-408-006-0000
4	778 Ravinia Circle	02-24-408-007-0000
5	772 Ravinia Circle	02-24-408-008-0000
6	766 Ravinia Circle	02-24-408-009-0000
7	760 Ravinia Circle	02-24-408-010-0000
8	754 Ravinia Circle	02-24-408-011-0000
9	748 Ravinia Circle	02-24-408-012-0000
11	771 Ravinia Circle	02-24-408-002-0000
12	779 Ravinia Circle	02-24-408-003-0000

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