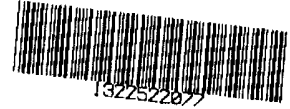


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Doc#: 1322522077 Fee: \$248.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/13/2013 04:18 PM Pg: 1 of 106

ORDINANCE NO. D-87-12

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED
AND RESTATED ANNEXATION AGREEMENT FOR 131.14 ACRES LOCATED AT
THE SOUTHWEST CORNER OF PARKER ROAD AND 131ST STREET IN
LEMONT, ILLINOIS

(Kettering)

Adopted by the
President and Board of Trustees
of the Village of Lemont

This 17th Day of December 2012

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 17th
day of December, 2012.

RECORDING FEE

DATE

OK BY

248

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UNOFFICIAL COPYORDINANCE NO. 0-87-12**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDED ANNEXATION AGREEMENT FOR 131.14 ACRES LOCATED AT THE SOUTHWEST CORNER OF PARKER ROAD AND 131ST STREET IN LEMONT, ILLINOIS****(Kettering)**

WHEREAS, Glen Oak Estates, LLC (hereinafter referred to as the "Petitioner") is the owner of the subject property covering approximately 131.14 acres located at the southwest corner of Parker Road and 131st Street in Lemont, Illinois; and

WHEREAS, the subject property was previously annexed to Lemont pursuant to a certain Glen Oak Estates Annexation Agreement dated August 13, 2007 as approved by Ordinance O-62-07 and recorded as Document No. 0812615144 with the Cook County Recorder of Deeds and as amended by First Amendments to an Annexation Agreement, Glen Oak Estates, dated September 13, 2010 as approved by Ordinance O-68-10 and recorded as Document No. 1026718036 with the Cook County Recorder of Deeds; and,

WHEREAS, the Petitioner is desirous of further amending said Glen Oak Estates Annexation Agreement dated August 13, 2007, regarding the development and use of the subject property;

WHEREAS, a copy of such amendments, entitled "Amended and Restated Annexation Agreement, Kettering," has been attached hereto and made and included herein; and,

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the execution of said agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, DuPage, and Will, State of Illinois, as follows:

Section 1. That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as the "Amended and Restated Annexation Agreement, Kettering," a copy of which is attached hereto and made a part hereof.

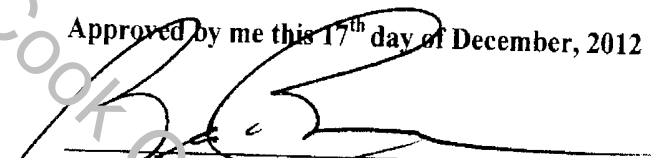
Section 2. That this ordinance shall be in force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 17th DAY OF DECEMBER, 2012.

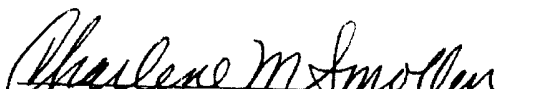
	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer	✓			
Paul Chialdikas	✓			
Clifford Miklos	✓			
Ron Stapleton	✓			
Rick Sniagowski			✓	
Jeanette Virgilio	✓			

Approved by me this 17th day of December, 2012



BRIAN K. REAVES, Village President

Attest:



CHARLENE M. SMOLLEN, Village Clerk

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AMENDED AND RESTATED ANNEXATION AGREEMENT KETTERING

<u>ARTICLE</u>	<u>TITLE</u>
	Preamble to Amended and Restated Annexation Agreement
I	Definitions
II	Amended and Restated Annexation Agreement
III	Zoning, Land Use, and Development
IV	Fees, Permits, and Occupancy
V	Construction of Public Improvements
VI	Required Improvements
VII	Dedication and Construction of Streets
VIII	Financial Assurances for Site Improvements
IX	Maintenance of Improvements and Common Areas
X	Damage to Public Improvements
XI	Land and Cash Contributions
XII	Donation and Acceptance of Open Areas and Detention Areas
XIII	Easements and Utilities
XIV	Government Interests Served
XV	Special Service Area
XVI	Approval of Plans
XVII	Binding Effect and Term of Covenants Running with the Land
XVIII	Notices
XIX	Security Interests
XX	Warranties and Representation
XXI	Continuity of Obligations

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XXII	No Waiver or Relinquishment of Right to Enforce Agreement
XXIII	Village Approval or Direction
XXIV	Singular and Plural
XXV	Section Headings and Sub-Headings
XXVI	Recording
XXVII	Authorization to Execute
XXVIII	Amendments
XXIX	Counterparts
XXX	Curing Default
XXXI	Conflict Between Text and Exhibits
XXXII	Severability
XXXIII	Reimbursement to Village for Legal and Other Fees/Expenses
XXXIV	Execution of Agreement
XXXV	Notary Certificates
<u>EXHIBIT</u>	<u>TITLE</u>
A	Legal Description
B	Kettering Conceptual Landscape Plan, 1 sheet, prepared by Teska, dated 27 November 2012
C	Kettering Conceptual Neighborhood Plan, 1 sheet, prepared by Teska, dated 21 November 2012
D	Preliminary Engineering Plans for Kettering, 4 sheets, prepared by Branecki-Virgilio & Associates, dated 12 September 2011, with a revised date of November 21, 2012
E	Preliminary Improvement Plans for Parker Road Along Kettering Development, 4 sheets, prepared by Branecki-Virgilio & Associates, dated January 10, 2012 with a revised date of November 21, 2012

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1322522077 Page: 6 of 73

- F Kettering Proposed Derby Road Access, 1 sheet, prepared by Branecki-Virgilio & Associates, dated November 16, 2012 with a revised date of November 21, 2012
- G Kettering Native Planting (Plan), 4 sheets, prepared by Farnsworth Group, dated 11-26-12, with a revised date of 12-13-12.
- H Natural Areas Establishment Provisions
- I Cash Contributions Schedule
- J Branecki-Virgilio & Associates letter to Mr. James. L Cainkar, Re: Kettering, Lemont, Illinois, dated December 11, 2012, attached hereto and made a part hereof as Exhibit I.

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1322522077 Page: 7 of 73

1
2 **PREAMBLE TO**
3 **AMENDED AND RESTATED ANNEXATION AGREEMENT - KETTERING**

4 **THIS AMENDED AND RESTATED ANNEXATION AGREEMENT** (hereinafter
5 referred to as "AGREEMENT"), is made and entered into this ____ day of _____,
6 2012, between the Village of Lemont, a municipal corporation of the Counties of Cook, DuPage
7 and Will, in the State of Illinois (hereinafter referred to as "VILLAGE"), and Glen Oak Estates,
8 LLC (hereinafter referred to as "OWNER"). The VILLAGE and the OWNER are hereinafter
9 sometimes referred to individually as a "PARTY" and collectively as the "PARTIES"; and,
10

11 **WHEREAS**, the OWNER is the owner of record of the real estate (hereinafter referred
12 to as the "TERRITORY"), comprising approximately 131.14 acres, the legal description of
13 which is attached hereto and made part hereof as **Exhibit A**; and
14

15 **WHEREAS**, the OWNER and the VILLAGE agree that they will be bound by the terms
16 of this AGREEMENT; and
17

18 **WHEREAS**, the TERRITORY was previously annexed and identified as the
19 TERRITORY pursuant to a certain Annexation Agreement dated August 13, 2007, (the "2007
20 Annexation Agreement") as Ordinance O-62-07 and recorded as Document No. 0812615144
21 with the Cook County Recorder of Deeds; and
22

23 **WHEREAS**, the 2007 Annexation Agreement was amended on September 13, 2010
24 ("2010 First Amendments to the Annexation Agreement") as Ordinance O-68-10 and recorded as
25 Document No. 1026718036 with the Cook County Recorder of Deeds; and
26

27 **WHEREAS**, the VILLAGE and OWNER are desirous of amending the 2007 Annexation
28 Agreement and the 2010 First Amendments to the Annexation Agreement regarding the
29 development and use of the TERRITORY; and
30

31 **WHEREAS**, pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/1 et.
32 seq.), the Corporate Authorities of the VILLAGE has taken all steps legally required, including
33 but not necessarily limited to, providing notice and a public hearing regarding the proposed
34 Amendment to the 2007 Annexation Agreement and the First Amendments to the Annexation
35 Agreement; and
36

37 **WHEREAS**, the OWNER desires that the TERRITORY and development henceforth be
38 known as "Kettering;"
39

40 **NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants
41 hereinafter contained, the PARTIES agree as follows:
42
43
44

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I

DEFINITIONS

1
2
3
4
5 Except as modified herein, the Definitions set forth in this AGREEMENT shall apply.

6
7 **BUILDING CODE** Title 15 of the Lemont, Illinois Municipal Code and any other applicable
8 codes governing the erection and maintenance of buildings.

9
10 **COMMON AREA** A parcel of land or an area of water, or combination thereof, and any
11 improvements thereon, within a designated development tract (such as a subdivision) which is
12 designed for common use or benefit and not reserved for the exclusive use or benefit of an
13 individual tenant or owner. Examples of common areas include, but are not limited to: green
14 open spaces, parking lots, and pedestrian walkways.

15
16 **FINAL ENGINEERING PLAN** A plan, signed and sealed by a licensed professional engineer
17 registered in the state of Illinois that meets the requirements for a final engineering plan in the
18 Unified Development Ordinance. A final engineering plan depicts all public and private support
19 facilities including, but not limited to: roads, sidewalks, drainage ditches, culverts and water
20 retention areas, sanitary sewers, storm sewers, water supply lines, and illumination.

21
22 **FINAL LANDSCAPING PLAN** A plan, signed and sealed by a registered landscape architect
23 that meets the requirements for a final landscape plan in the Unified Development Ordinance.

24
25 **FINAL PLAT** A plat of all or a portion of a subdivision or site plan that is presented to the
26 VILLAGE for final approval.

27
28 **PLAT** A document, prepared by a registered surveyor or engineer that delineates a tract of land,
29 showing the boundaries and locations of individual properties and streets.

30
31 **PROPERTY** A lot, parcel, tract or plot of land together with the buildings and structures
32 thereon.

33
34 **PUBLIC IMPROVEMENT** Any improvement, facility, or service together with its associated
35 site or right-of-way necessary to provide transportation, drainage, storm water management,
36 public or private utilities, energy, or other essential services, or landscaping as indicated on the
37 plans attached to this AGREEMENT.

38
39 **UNIFIED DEVELOPMENT ORDINANCE ("UDO")** Title 17 of the Lemont, Illinois Municipal
40 Code.

41
42
43

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II

AMENDED AND RESTATED ANNEXATION AGREEMENT

The provisions set forth in the preamble above are incorporated into and made a part of this AGREEMENT. The provisions of this AGREEMENT shall amend and supersede the provisions of the 2007 Annexation Agreement and the 2010 First Amendments to the Annexation Agreement in their entirety, it being the express intention of the PARTIES that the PARTIES' entire obligations as they relate to the TERRITORY are contained within this AGREEMENT, and that from and after the date hereof, no provision of the 2007 Annexation Agreement and the 2010 First Amendments to the Annexation Agreement shall be applicable to, or binding upon, the PARTIES or the TERRITORY. No portion of the TERRITORY shall be disconnected from the VILLAGE without the prior written consent of its Corporate Authorities.

III

ZONING, LAND USE, AND DEVELOPMENT

Zoning. The TERRITORY shall retain its current zoning of R-4 PUD and shall be developed for exclusively single-family detached residences.

Development Plans. The TERRITORY shall be developed in substantial accordance with PUD Final Plans/Plats that shall be submitted to and approved by the VILLAGE in accordance with the Unified Development Ordinance. The PUD Final Plans/Plats shall retain the design characteristics, and shall be in substantial compliance with the PUD Preliminary Plan/Plat. Said PUD Preliminary Plan/Plat consists of the following:

Kettering Conceptual Landscape Plan, 1 sheet, prepared by Teska, dated 27 November 2012; attached hereto and made a part hereof as Exhibit B

Kettering Conceptual Neighborhood Plan, 1 sheet, prepared by Teska, dated 21 November 2012; attached hereto and made a part hereof as Exhibit C

Preliminary Engineering Plans for Kettering, 4 sheets, prepared by Branecki-Virgilio & Associates, dated 12 September 2011, with a revised date of November 21, 2012; attached hereto and made a part hereof as Exhibit D

Preliminary Improvement Plans for Parker Road Along Kettering Development, 4 sheets, prepared by Branecki-Virgilio & Associates, dated January 10, 2012 with a revised date of November 21, 2012; attached hereto and made a part hereof as Exhibit E

Kettering Proposed Derby Road Access, 1 sheet, prepared by Branecki-Virgilio & Associates, dated November 16, 2012 with a revised date of November 21, 2012; attached hereto and made a part hereof as Exhibit F

Kettering Native Planting (Plan), 4 sheets, prepared by Farnsworth Group, dated 11-26-12; attached hereto and made a part hereof as Exhibit G

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1
2 Natural Areas Establishment Provisions, attached hereto and made a part hereof as Exhibit H
3

4 Branecki-Virgilio & Associates letter to Mr. James. L Cainkar. Re: Kettering, Lemont, Illinois,
5 dated December 11, 2012, attached hereto and made a part hereof as Exhibit J.
6

7 **Agricultural Use.** The TERRITORY is being used at the present time for agriculture.
8 Notwithstanding any provision of the VILLAGE'S Unified Development Ordinance which may
9 conflict with the current use of the TERRITORY, the OWNER shall be permitted to continue
10 the agricultural use of any part or portion of the TERRITORY, with the exception of areas
11 depicted as "Woodlands to be Preserved" on **Exhibit B**. For the areas that are to be dedicated to
12 the VILLAGE, the agricultural use shall cease at any time, at the VILLAGE's sole discretion,
13 after the dedication of those areas to the VILLAGE.
14

15 **Final Engineering Plans.** Final Engineering Plans shall include the changes and items
16 as indicated in Exhibit J.
17

18 **Woodland Preservation.** It is acknowledged and agreed that the trees in the areas
19 identified as "Woodlands to be Preserved" on **Exhibit B**, to the fullest extent possible, shall not
20 be removed, destroyed, or harmed at any time during the development of the TERRITORY
21 unless express consent for such removal or destruction is granted by the VILLAGE.
22 Notwithstanding the above, it is acknowledged and agreed that some of the trees in said
23 "Woodlands to be Preserved" area may be lost due to mass grading activities on adjacent areas,
24 installation of detention areas, installation of utility infrastructure, or other necessary site
25 development activities. The OWNER agrees to identify trees in said "Woodlands to be
26 Preserved" areas that may be in danger of harm or destruction due to construction activities and
27 for such trees agrees to follow tree protection measures as described in §17.20.130 of the Unified
28 Development Ordinance.
29

30 **Potential Future Modifications.** It is agreed and acknowledged that the TERRITORY
31 is planned to be developed for a maximum of two hundred forty-one (241) lots as depicted on
32 **Exhibit C**. The Final Plans/Plats shall remain in substantial compliance with the Preliminary
33 Plans/Plats as described in this Section III; however, the OWNER shall have the allowances for
34 minor land plan modifications to make adjustments to lot sizes and lot configurations.
35 Notwithstanding the foregoing:
36

- 37 A. No open space corridors, open space buffers, oak woodland preserves, detention
38 areas, existing wetlands, neighborhood commons, or the entry roundabout as
39 depicted on **Exhibits B, C, and D** shall be reduced to accommodate additional
40 lots or units; and
41
42 B. All lots shall have a lot width of at least sixty (60) feet; and
43
44 C. The number of lots with a lot width of less than seventy-four (74) feet shall not
45 exceed seventy-one (71) lots; and
46

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- 1 D. Lots 1-8, Lot 24, and Lots 36-74, as depicted on **Exhibit C**, shall each retain a
2 minimum lot width of ninety (90) feet and a minimum lot area of twelve thousand
3 one hundred fifty (12,150) square feet; and
4
- 5 E. Lots 233-241, as depicted on **Exhibit C**, shall each retain a minimum lot width of
6 ninety (90) feet and a minimum lot area of twelve thousand one hundred fifty
7 (12,150) square feet; and
8
- 9 F. The number of lots directly accessed from Derby Road, i.e. lots 233-241 as
10 depicted on **Exhibit C**, shall not exceed nineteen (19) lots.
11

12 **UDO Standards.** With respect to the development of the TERRITORY, the PARTIES
13 agree that in any case where the standards of the UDO now or hereafter conflict with the
14 standards of this AGREEMENT, the standards of this AGREEMENT shall govern. The
15 PARTIES agree that the standards of this AGREEMENT shall govern with respect to
16 development of the TERRITORY in any case in which there are no applicable standards
17 provided in the UDO. In any case in which the UDO contains applicable standards that do not
18 conflict with the standards of this AGREEMENT, the standards of the UDO shall govern with
19 respect to the development of the TERRITORY.
20

21 **UDO Exceptions.** Chapter 17.05 (Planned Unit Developments) of the Unified
22 Development Ordinance makes provision for exceptions to the requirements of the UDO in order
23 to promote and allow innovation and flexibility of design in keeping with the public interest and
24 welfare. It is understood that the ample open space, tree preservation, use of native plants in the
25 landscape plan, naturalized detention, Parker Road bike path are among the features that are of
26 public interest and welfare. As provided for in Chapter 17.08 (Planned Unit Developments) of
27 the Unified Development Ordinance, the VILLAGE has deemed it appropriate to approve the
28 following selected exceptions as part of the Planned Unit Development for Kettering:
29

- 30 A. Lot sizes and setback requirements shall be as indicated on **Exhibit C**; and
31
- 32 B. Turning radii for internal streets shall be as depicted on **Exhibit D**; and
33
- 34 C. The street profile for the Parker Road right-of-way shall be as depicted on
35 **Exhibit E**. Furthermore, the construction of the four (4) foot wide shoulders
 constructed on each side of the travel lanes for Parker Road (as shown in Exhibit
 E) must be constructed uniformly and of the same materials.
- 36 D. Detention area "bounce" (high water level to normal water level) shall be as noted
37 on **Exhibit D** with an anticipated maximum "bounce" of 6.5 feet.
38

39 **Phasing.** The TERRITORY shall be developed in at least four (4) but not more than
40 eight (8) phases. The first phase, i.e. Phase One, shall include approximately twenty-three (23)
41 single-family detached residences. All other phases shall include at least twenty-five (25) single-
42 family detached residences. The Phases as indicated on Exhibit D are not binding and may be
43 altered at time of Final Plat for each phase. The OWNER shall submit an application for PUD
44 Final Plan/Plat approval for each phase. Said application shall include all applicable documents,
45 to include final engineering plans, for each Final Plan/Plat approval as required by the Unified
46 Development Ordinance, with the exception of impact and annexation fees. The final

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1 engineering plans shall demonstrate that the storm water management for the phase will be able
 2 to function independent of any unbuilt phases or unbuilt site improvements. No site
 3 development, except for the clearing of vegetation from land, shall begin on the second phase,
 4 i.e. Phase Two, or any subsequent phases until at least seventy-five percent (75%) of the lots in
 5 the Phase One have been sold or are under contract for sale. Likewise, no site development,
 6 except for the clearing of vegetation from land, shall begin on the third phase, i.e. Phase Three,
 7 or any subsequent phases until at least seventy-five percent (75%) of the lots in Phase Two have
 8 been sold or are under contract for sale.

9
 10 **Model Homes.** The OWNER shall have the right, immediately upon approval of this
 11 AGREEMENT and prior to the approval of any final plats for any phases of development, to
 12 construct model homes on the TERRITORY in such locations as the OWNER deems appropriate
 13 and to construct temporary parking and access roads to serve as a sales facility of each area. All
 14 model homes and accessory uses shall be constructed, operated and maintained as provided by
 15 Section 17.06.070 of the UDO.
 16

17 **Other Ordinances.** Except as otherwise provided for in this AGREEMENT, the
 18 TERRITORY shall be developed pursuant to the terms and provisions of the Unified
 19 Development Ordinance, Building Code, and all applicable statutes, ordinances, rules,
 20 regulations and laws. The PARTIES understand and agree that the Unified Development
 21 Ordinance, Building Code, and all applicable statutes, ordinances, rules, regulations and laws of
 22 the VILLAGE shall remain applicable and in full force and effect during the term of this
 23 AGREEMENT. Furthermore, the PARTIES understand and agree that said ordinances may
 24 from time to time be amended or new ordinances promulgated and that, except as otherwise
 25 provided for in this AGREEMENT, such new ordinances or ordinance amendments shall apply
 26 to the TERRITORY.
 27

28 **Expiration of Terms.** The conditions of this AGREEMENT relating to the development
 29 of the TERRITORY incorporated herein by reference and made a condition to the grant of this
 30 special use zoning for the planned unit development shall survive the expiration of this
 31 AGREEMENT and shall remain in effect unless or until the zoning of the property has been
 32 altered in accordance with law.
 33
 34

IV

FEES, PERMITS, AND OCCUPANCY

35
 36
 37
 38
 39 **Fees.** No new fees other than those fees currently in existence and assessed by the
 40 VILLAGE, including but not limited to permit fees, plan review fees, inspection fees, utility
 41 fees, application fees, tap-on fees, and user fees, shall be imposed by the VILLAGE upon the
 42 OWNER or the TERRITORY until five (5) years after the date of this AGREEMENT.
 43 Thereafter, any such new fees of general applicability throughout the VILLAGE shall apply to
 44 the TERRITORY as well. The PARTIES acknowledge and agree that the Site Development
 45 Fees calculated in Section VIII of this AGREEMENT and other fees contained in the Cash
 46 Contribution Schedule, attached hereto and incorporated herein as Exhibit G, shall not be
 47 changed.
 48

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1 **Building Permits.** Within ten (10) business days after receipt of a complete application
 2 by OWNER for a building permit for construction of any buildings or other improvements on the
 3 TERRITORY, the VILLAGE shall either issue a permit authorizing such construction, issue a
 4 permit authorizing such construction subject to satisfaction of specified conditions consistent
 5 with the terms of this AGREEMENT, or issue a letter of denial of such permit specifying the
 6 basis of said denial by reference to the provisions of Building Code or any other applicable code,
 7 applied in accordance with this AGREEMENT, which the subject construction would allegedly
 8 violate. If the VILLAGE conditionally approves such a permit, the VILLAGE shall issue the
 9 permit unconditionally within five (5) business days after satisfaction by the OWNER of
 10 specified conditions.

11
 12 **Temporary Certificates of Occupancy.** Temporary Certificates of Occupancy shall
 13 only be issued by the VILLAGE between November 1st of any year and May 1st of any
 14 subsequent year when adverse weather conditions do not permit outside painting, landscaping,
 15 driveway construction or final grading of individual homes, appurtenances or lots. Temporary
 16 certificates of occupancy may be issued by the VILLAGE, in its sole discretion, for any finished
 17 home or structure, which is not otherwise completely finished as heretofore provided, provided
 18 that: (i) said finished part or portion is designed for or capable of separate use or occupancy; and
 19 (ii) such part or portion is safe for the use and occupancy intended; and (iii) sewer, water, and
 20 streets are properly installed in and to the home or structure.

V

CONSTRUCTION OF PUBLIC IMPROVEMENTS

21
 22
 23
 24
 25
 26
 27 **Timing of Construction.** After the execution of this AGREEMENT and prior to
 28 final subdivision plat approval for any phase of development the OWNER, at its option and sole
 29 risk, may commence extension of utilities and mass grading. Prior to any grading of the
 30 TERRITORY, the OWNER shall submit for VILLAGE approval, a mass grading plan and soil
 31 erosion and sediment control plan that adhere to the provisions of Article IV (Site Development)
 32 of the UDO. The OWNER waives any and all claims it may have to assert a "vested rights"
 33 claim or lawsuits against the VILLAGE as a result of expenditures made in the performance of
 34 grading or other improvements to the TERRITORY allowed hereunder prior to final engineering
 35 approval in the event final engineering requires revision to work already performed. Any such
 36 work and expenditures are done at the risk of the OWNER knowing that final plat of subdivision
 37 approval may be delayed or change final grading and utility plans. The OWNER shall file with
 38 the VILLAGE a letter of credit, or other cash deposit, as set forth in Article VIII of this
 39 AGREEMENT to secure seeding and restoration of the site in accordance with the mass grading
 40 plan.

41
 42 **"As Built" Plans.** The OWNER, at the OWNER's own cost, agrees to provide the
 43 VILLAGE "as built" engineering plans and specifications upon substantial completion of the
 44 public improvements or at the request of the VILLAGE Engineer but in no event later than the
 45 time required by the UDO as amended. Said "As Built" plans shall be delivered to the
 46 VILLAGE in paper format as well as electronic format suitable to and approved by the
 47 VILLAGE.

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1 **Debris.** The OWNER agrees not to let debris or excessive construction waste
2 accumulate on the TERRITORY.

VI

REQUIRED IMPROVEMENTS

9 **FPA Amendment.** The VILLAGE shall apply for, and endeavor to obtain, a Chicago
10 Metropolitan Agency for Planning (CMAP) Facility Planning Area (FPA) Boundary
11 Amendment, to transfer approximately 25.1 acres of the TERRITORY from the Illinois
12 American FPA to the MWRDGC FPA. The OWNER shall reasonably assist the VILLAGE in
13 applying for the above stated FPA Amendment. Failure to obtain a CMAP FPA Amendment
14 shall not, in any way, be considered a default or a breach of this AGREEMENT nor shall such
15 failure to obtain a CMAP FPA Amendment discharge the PARTIES from their obligations set
16 forth in this AGREEMENT.

17 **Village Assistance.** The VILLAGE will assist OWNER in the application for any and all
18 necessary Metropolitan Water Reclamation District permits and seek the approval of other
19 governmental agencies including, but not limited to, adjoining municipalities to allow connection
20 to its existing storm sewer system.

22 **Water Supply.** The OWNER shall construct and install at OWNER'S expense all
23 necessary water mains to service the TERRITORY. All water mains shall be constructed and
24 installed in accordance with the UDO and final engineering plans approved by the VILLAGE.
25 The VILLAGE agrees to permit connection of the aforementioned water mains to the water
26 facilities of the VILLAGE and to furnish water service on the same basis as said services are
27 furnished to other parts of the VILLAGE. The VILLAGE represents and warrants that its potable
28 water supply has sufficient capacity and availability and its distribution system, existing or to be
29 constructed, has or will have the capability to provide potable water service to the TERRITORY
30 now and as fully developed for OWNER'S intended development.

31 **Sanitary and Storm Sewers.** The OWNER shall construct and install at OWNER'S
32 expense all necessary sanitary and storm sewers to service the TERRITORY in accordance with
33 the Unified Development Ordinance and final engineering plans approved by the VILLAGE.
34 The VILLAGE agrees to permit connection of the aforementioned sanitary sewers to the sanitary
35 sewer facilities of the VILLAGE and to furnish sewer service on the same basis as said services
36 are furnished to other parts of the VILLAGE. The OWNER agrees that no surface water is to be
37 discharged into the sanitary sewerage collection system and will make adequate provisions that
38 this will not occur. Tap-on fees required by the VILLAGE shall not be waived. All sanitary and
39 storm sewers shall be owned and maintained by the VILLAGE, with right of access by the
40 VILLAGE for emergency management purposes. The VILLAGE represents and warrants that it
41 manages and operates a sanitary sewer system within the VILLAGE for sewage disposal and the
42 VILLAGE's system presently has sufficient capacity to provide sanitary sewer service to the
43 TERRITORY for OWNER's intended development.

44 **Detention Areas.** The OWNER shall construct and install at OWNER's expense all
45 detention areas, as identified on **Exhibits B and D**, and appurtenant structures such as drains,

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1 inlets, and outlets. Prior to the issuance of a full site development permit, and in conjunction
2 with approval for the PUD Final Plan/Plat for each phase, the OWNER shall submit detailed
3 final engineering and final landscape plans for the detention areas. These final engineering and
4 landscape plans for the detention areas shall be in substantial conformance with **Exhibits B, D,**
5 **and G.** The OWNER shall establish and maintain said detention areas and structures and
6 provide a three-year stewardship program in accordance with the "Natural Areas Establishment
7 Provisions," (Exhibit H). A small pond exists to the immediate northwest of **Detention Area**
8 **#3-A, as indicated on Exhibits B and D,** and this small pond shall remain, to the fullest extent
9 possible, in its existing state. OWNER and VILLAGE hereby acknowledge, however, that
10 improvements to **Detention Area #3-A** and the existing pond may be necessary in order to
11 achieve appropriate storm water detention capacity and/or to ensure that said detention area
12 properly functions as part of the overall storm water management plan for the TERRITORY.
13

14 **Sidewalks, Parkway Trees and Other Trees.** OWNER shall be required to construct
15 sidewalks and install parkway trees and other trees in the common areas as depicted on **Exhibits**
16 **B and D** for each phase of the development of the TERRITORY. Sidewalks and trees
17 immediately adjacent or connected to a lot that is being constructed must be installed prior to the
18 issuance of a Certificate of Occupancy. Sidewalks, parkway trees and trees in the common and
19 unimproved areas shall be installed by the OWNER no later than four (4) years after the
20 recording of the applicable Final Plat. Sidewalks and parkway trees shall be installed within
21 each proposed phase of the development during the course of construction of each such phase.
22

23 **Bike Path.** A path to accommodate bicyclists and pedestrians shall be installed along the
24 length of the eastern portion of the TERRITORY adjacent to Parker Road. This path shall be
25 constructed in accordance with **Exhibit E** and in accordance with the following conditions. The
26 OWNER shall, at the time of construction of Parker Road, install the base and shelf of the bike
27 path. Prior to the completion of Parker Road the OWNER shall present a guaranty for the
28 completion of the bike path as secured by an escrow account certifying that adequate funds are
29 and will be available at a sound and reputable banking or financial institution authorized to do
30 business in the State of Illinois to complete the required bike path in conformance with **Exhibit**
31 **E** and other engineering plans. The funds of the escrow account shall be available solely to the
32 Village and are held solely for the purpose of the Village to complete the bike path. Such
33 undertaking and escrow account to secure the completion the bike path shall be in an amount and
34 form acceptable to the VILLAGE, in accordance with the Village Engineer's certified estimate.
35 The OWNER acknowledges and agrees to the escrow account, by virtue of this Agreement,
36 which Agreement shall supersede and control over Section 11-12-8 of the Illinois Municipal
37 Code (65 ILCS 5/11-12-8) and Section 3 of the Public Construction Bond Act (30 ILCS 550/3);
38 and the OWNER specifically waives its right to substitute a form of surety other than what has
39 been expressly agreed in this Agreement.
40

41 **Derby Road.** Derby Road, to the extent indicated on **Exhibit F,** shall be resurfaced to its
42 existing width of twenty (20) feet, with 1-1/2" of HMA Surface Course, and 3/4" of Leveling
43 Binder (Machine Method).
44

45 **Other Improvements.** The OWNER shall construct and install at OWNER'S expense
46 all other improvements in accordance with the requirements of the Unified Development
47 Ordinance of the VILLAGE and final engineering and final landscape plans approved by the
48 VILLAGE. The VILLAGE will cooperate and assist the OWNER in securing any and all off-

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1 site easements necessary to enable the OWNER to install and construct the water mains, sanitary
2 and storm sewers and detention areas required to service the TERRITORY.

3
4 **Mutual Assistance.** The PARTIES hereto agree to do all things necessary and
5 appropriate to carry out the terms and conditions of this AGREEMENT and to aid and assist
6 each other in furthering the intent of the PARTIES as reflected by the terms of this
7 AGREEMENT, including without limitation, the holding of public hearings, enactment by the
8 VILLAGE of such resolutions and ordinances as are required herein, the execution of permits,
9 applications and agreements and the taking of such other actions as may be necessary to enable
10 the PARTIES to comply with the terms and provisions of this AGREEMENT.

11
12
13 **VII**

14
15 **DEDICATION AND CONSTRUCTION OF STREETS**

16
17 **Design and Construction of Streets.** The OWNER shall design streets within the
18 TERRITORY according to the standards of the Unified Development Ordinance. All interior
19 streets within the TERRITORY shall be dedicated to the VILLAGE. Said streets shall be
20 constructed in accordance with the final engineering plans approved by the VILLAGE. It is
21 understood that in constructing the streets and public sidewalks the OWNER shall post a letter of
22 credit, or other cash deposit, as set forth in Article VIII hereof, after which the OWNER may
23 proceed to construct said streets.

24
25 **Completion of Street Improvements.** The OWNER shall provide access to each
26 residential unit. Any street right-of-way not already dedicated at the time of this AGREEMENT
27 shall be dedicated in the final plats of each phase. The VILLAGE shall accept the dedication of
28 said street right-of-way and the construction of streets and public sidewalks upon the completion
29 by the OWNER of said improvements in accordance with the VILLAGE's construction
30 standards and Unified Development Ordinance, as modified by this AGREEMENT. The
31 acceptance by the VILLAGE shall be evidenced by a corporate resolution. The final wearing
32 surface shall be installed in a phase at the time when seventy-five percent (75%) of the homes to
33 be built in such phase(s) have been constructed or within four years after site development of the
34 phase began, whichever occurs first. Additionally, the final wearing surface shall not be
35 installed until at least nine months after the installation of the base course. After completion of
36 the construction and acceptance of any street, and if construction traffic of the OWNER
37 continues to utilize that street, the OWNER shall be responsible for keeping the street free from
38 construction debris and for repair of damages to the street caused by the OWNER's construction
39 traffic. Except as otherwise provided herein, after dedication of any street right-of-way at the
40 time of final plat, the VILLAGE shall enforce traffic and other regulations as to the street right-
41 of-way. All deliveries of construction supplies or materials shall be restricted to certain streets
42 agreed upon by the OWNER and the VILLAGE.

43
44 **Snow Plowing of Streets before Acceptance.** The OWNER and the VILLAGE
45 acknowledge that until the streets in any platted subdivision of the TERRITORY are accepted by
46 the VILLAGE, the VILLAGE shall have no obligation to keep the streets plowed of ice and
47 snow (snowplowed).

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1 **Debris.** The OWNER shall be required to keep all streets within and adjoining the
2 TERRITORY free from mud and debris generated by any new construction activity on the
3 TERRITORY.
4
5

VIII

FINANCIAL ASSURANCES FOR SITE IMPROVEMENTS

10 **Site Development Permit.** The VILLAGE hereby acknowledges that the OWNER has
11 received a partial site development permit from the VILLAGE allowing the removal of trees and
12 vegetation, except as prohibited by Section III of this AGREEMENT, from the TERRITORY.
13 Prior to any other site development work on the TERRITORY, to include but not limited to
14 grading and work done in connection with the extension and establishment of water and sewer
15 systems, the OWNER will apply for a full site development permit in accordance with Article IV
16 of the Unified Development Ordinance and standard VILLAGE practice. Said site development
17 permits shall be issued for each phase of development.
18

19 **Fee Calculation.** The PARTIES hereto conclusively acknowledge that the
20 aforementioned site development fee consists of the Village's Engineering Review Fee and
21 Construction Inspection Fee. The site development fee described herein shall be in full,
22 complete and final satisfaction of all obligations of the OWNER or the TERRITORY for the
23 Village's Engineering Review Fee and Construction Inspection Fee under all applicable
24 VILLAGE ordinances. The Site Development Fees applicable to the TERRITORY shall be
25 calculated as follows:
26

- 27 A. For Phase One the site development fee shall be calculated as follows: Site development
28 fee = (Number of acres in Phase x \$100) + (engineer's estimate for such phase x 0.025)
29
30 B. For Phase Two the site development fee shall be calculated as follows: Site development
31 fee = (Number of acres in Phase x \$100) + (engineer's estimate for such phase x 0.035)
32
33 C. For Phase Three the site development fee shall be calculated as follows: Site
34 development fee = (Number of acres in Phase x \$100) + (engineer's estimate for such
35 phase x 0.040)
36
37 D. For Phase Four and all subsequent phases the site development fee shall be calculated as
38 follows: Site development fee = (Number of acres in Phase x \$100) + (engineer's
39 estimate for such phase x 0.050)
40

41 The "engineer's estimate" in the above formulas shall mean a Professional Engineer's
42 estimate of the cost of construction of all improvements required by the approved development
43 plans. The validity of said estimate shall be verified by the Village Engineer.
44

45 **Letter of Credit.** The VILLAGE shall not issue a site development permit for any phase
46 of development of the TERRITORY until the OWNER has delivered to the VILLAGE an
47 irrevocable letter of credit, or cash escrow, in a form satisfactory to, and from a bank or other
48 financial institution approved by the VILLAGE in the amount of 115% of the OWNER

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1 engineer's estimate of the cost of construction and installation of all site improvements for the
 2 phase as approved by the Village Engineer, including all required grading, lighting, natural area
 3 establishment, landscaping sidewalks, sewer and water lines and storm water management
 4 facilities. The "OWNER engineer's estimate" in the above sentence shall mean a Professional
 5 Engineer's estimate of the costs of construction, installation, and stewardship of all
 6 improvements required by the approved development plans and exhibits attached to this
 7 AGREEMENT. The validity of said estimate shall be verified by the Village Engineer. Upon
 8 request of the OWNER for reduction of such letter of credit or cash escrow the Village Engineer
 9 shall, in his/her discretion, recommend the amount of said letter of credit or cash escrow to be
 10 reduced, from time to time, as major site improvements are completed, upon approval of the
 11 Corporate Authorities of the VILLAGE.

12
 13 **Acceptance.** All of the public improvements contemplated herein shall, upon acceptance
 14 thereof by the VILLAGE, become the property of VILLAGE and be integrated with the
 15 municipal facilities now in existence or hereinafter constructed and VILLAGE thereafter agrees
 16 to maintain said public improvements. Acceptance of said public improvements shall be by a
 17 duly authorized resolution of the Corporate Authorities of the VILLAGE only after the Village
 18 Engineer has issued his Certificate of Inspection affirming the improvements have been
 19 constructed in accordance with approved Engineering Plans and Specifications. OWNER agrees
 20 to convey by appropriate instrument and VILLAGE agrees to promptly accept, subject to terms
 21 hereof, the public improvements and detention areas constructed in accordance with the
 22 Approved Engineering Plans and Specifications.

IX

MAINTENANCE OF IMPROVEMENTS AND COMMON AREAS

23
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 28
 29 **Declaration of Covenants, Conditions and Restrictions.** The TERRITORY shall be
 30 subject to a declaration of covenants, conditions and restrictions ("DECLARATION"). The
 31 DECLARATION, as they relate only to the public improvements provided for in this Annexation
 32 AGREEMENT and/or required by the UDO, shall be submitted to the VILLAGE for review and
 33 approval, and shall further provide that the provisions relative to the DECLARATIONS as they
 34 relate to those public improvements, may not be amended without the prior approval of the
 35 VILLAGE, as the DECLARATIONS relate to this AGREEMENT. The VILLAGE shall have
 36 the right, but not the obligation, to grant approval of or amendment to the DECLARATIONS as
 37 they relate to the public improvements. The DECLARATION shall provide that the
 38 TERRITORY shall be used and developed in accordance with VILLAGE ordinances, codes and
 39 regulations applicable thereto, including ordinance(s) enacted pursuant to this AGREEMENT.
 40 The DECLARATION shall also provide that the VILLAGE may enforce its ordinances,
 41 including but not by way of limitation, traffic ordinances, on the TERRITORY, including private
 42 property and common areas. All provisions of the DECLARATION that relate to the
 43 development, maintenance or construction of non-public improvements shall not require
 44 approval from the Village and may be amended pursuant to the terms set forth in the
 45 DECLARATION. If any provision of the DECLARATION directly contradicts the terms of this
 46 AGREEMENT, the provisions of this AGREEMENT shall apply.

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1 **Maintenance Bond.** At the time or times of acceptance by the VILLAGE of the
2 installation of any part, component, or all of any public improvement in accordance with this
3 Section, or any other section of this AGREEMENT, the OWNER shall deposit with the
4 VILLAGE a maintenance bond in the amount of ten percent (10%) of the cost of the installation
5 of the public improvements accepted by VILLAGE. This bond shall be deposited with the
6 VILLAGE and shall be held by the VILLAGE for a period of twenty-four (24) months after
7 completion and acceptance of all improvements. In the event of a defect in material and/or
8 workmanship within said period, then said security shall not be returned until correction of said
9 defect and acceptance by the VILLAGE of said corrections.

10
11 **Owner's Guarantee.** The OWNER hereby guarantees the prompt and satisfactory
12 correction of all defects and deficiencies in the improvements that occur or become evident
13 within two years after approval and any acceptance of the improvements by the VILLAGE
14 pursuant to this AGREEMENT. If any defect or deficiency occurs or becomes evident during
15 the two-year period, excepting normal usage and wear-and-tear therefrom, then the OWNER
16 shall, after (10) ten business days' prior written notice from the VILLAGE (subject to Force
17 Majeure), correct it or cause it to be corrected. In the event any sidewalks or trees are repaired or
18 replaced pursuant to the demand of the VILLAGE, the Guarantee provided in this Section IX of
19 this AGREEMENT shall be extended, as to the repair or replacement, for two (2) full years from
20 the date of the repair or replacement.

21
22 **Owner's Maintenance of Private Areas.** If any improvements or common areas within
23 the TERRITORY are to be privately owned and maintained, then the OWNER shall, at
24 OWNER'S sole cost and expense, maintain the improvements and areas within the
25 TERRITORY without any modification, except as specifically approved by the VILLAGE, in a
26 first-rate condition at all times unless an owners' association is established and assumes
27 responsibility for improvements or areas. In the event the VILLAGE determines, in the
28 VILLAGE'S sole and absolute discretion, that the OWNER, is not adequately maintaining, or
29 has not adequately maintained, any improvement or area, the VILLAGE shall have the right, but
30 not the obligation, after ten (10) business days' prior written notice to the OWNER, to enter on
31 any or all of the TERRITORY for the purpose of performing maintenance work on any affected
32 improvement or area. In the event that the VILLAGE shall cause to be performed any work
33 pursuant to this Section IX, the VILLAGE shall have the right to draw from the performance
34 securities deposited pursuant to this AGREEMENT, or the right to demand immediate payment
35 directly from the OWNER, based on costs actually incurred or on the VILLAGE'S reasonable
36 estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the
37 work, including without limitation legal fees and administrative expenses. The OWNER shall,
38 after demand the VILLAGE, pay the required amount to the VILLAGE. In the event that the
39 VILLAGE shall cause to be performed any work pursuant to this Section IX the VILLAGE shall
40 have the right to: (i) file a lien against the property of the OWNER or any owner failing to
41 maintain or pay for the maintenance of private areas pay the assessment; and (ii) enforce the lien
42 in the manner provided by law for mortgage foreclosure proceedings.

43
44 **HOA's Maintenance of Private Areas.** If a homeowners' association is established and
45 assumes responsibility for any improvements, open space, and/or common areas within the
46 TERRITORY, the homeowners' association shall, at its sole cost and expense, maintain the
47 improvements and areas without any modification, except as specifically approved by the
48 VILLAGE, in a first-rate condition at all times. In the event the VILLAGE determines, in the

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1 VILLAGE'S sole and absolute discretion, that the homeowners' association is not adequately
 2 maintaining, or has not adequately maintained, any improvement or area, the VILLAGE shall
 3 have the right, but not the obligation, after ten (10) business days' prior written notice to the
 4 homeowners' association, to enter on any or all of the TERRITORY for the purpose of
 5 performing maintenance work on any affected improvement or area. In the event that the
 6 VILLAGE shall cause to be performed any work pursuant to this Section IX the VILLAGE shall
 7 have the right to: (i) assess the membership of the homeowners' association for that work; and
 8 (ii) file a lien against the property of the homeowners' association or the property of any member
 9 failing to pay the assessment; and (iii) enforce the lien in the manner provided by law for
 10 mortgage foreclosure proceedings.

X

DAMAGE TO PUBLIC IMPROVEMENTS

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 17 The OWNER shall replace and repair any damage to public improvements installed
 18 within, under or upon the TERRITORY resulting from construction activities by OWNER,
 19 OWNER'S successors or assigns and their employees, agents, contractors or subcontractors
 20 during the term of this AGREEMENT. The OWNER shall have no obligation hereunder with
 21 respect to damage resulting from ordinary usage, wear and tear.

XI

LAND AND CASH CONTRIBUTIONS

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 27
 28 **Cash Contributions.** The OWNER, or any successors in interest as to any portion of the
 29 TERRITORY, shall make cash contributions at the time of issuance of building permits for each
 30 individual dwelling unit. Said fees shall be as indicated on the Cash Contribution Schedule,
 31 attached hereto and incorporated herein as **Exhibit I**. The Annexation Fee shall be \$125.00 per
 32 unit, as described on Exhibit H, which also shall be paid at the time of issuance of building
 33 permit.

34
 35 **Land Contributions.** The OWNER shall dedicate to the VILLAGE by Warranty Deed
 36 the Outlot "T" ("Open Space Corridor") and the Outlot "V" (Oak Woodland Preserve),
 37 consisting of approximately eight and forty-nine one hundredths (8.49) acres and ten and forty-
 38 six one hundredths (10.46) acres respectively, as depicted on **Preliminary Plat sheet of Exhibit**
 39 **D**. The OWNER shall provide one (1) sewer and water stub to Outlot "T" adjacent to the public
 40 street, and no further improvements to Outlots "T" or "V" shall be required. The dedication of
 41 the "Open Space Corridor" and the "Oak Woodland Preserve" is in full compliance with the
 42 VILLAGE's park land donation requirements, and no additional park land or cash contributions
 43 will be required of the OWNER. The OWNER is donating to the VILLAGE additional land
 44 throughout the TERRITORY for open space and detention, consisting of approximately forty-
 45 three and sixth tenths (43.6) acres, and that said land TERRITORY exceeds the land donations
 46 required under applicable VILLAGE ordinances.

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XII

DONATION AND ACCEPTANCE OF OPEN AREAS AND DETENTION AREAS

Open Space Areas. Open space corridors, open space buffers, the oak woodland preserve, and all open areas adjacent to detention basins, as identified on Exhibits D are to be conveyed by Warranty Deed to the VILLAGE. This conveyance shall occur with the recording of a Warranty Deed as to the portion of the TERRITORY where such open space areas are located. The OWNER shall provide Title Insurance in the amount of the current market value, pay all real estate taxes, and provide a sufficient credit to pay the taxes on the detention areas until a government exemption has been granted to the VILLAGE. Upon conveyance to the VILLAGE, the OWNER shall cease all agricultural activities on that portion of the TERRITORY that is being conveyed. Additionally, upon conveyance to the VILLAGE, the OWNER shall re-grade or otherwise remove furrows or other ground disturbances caused by the agricultural activities and re-seed the areas used for agriculture with a seed mix. The selected seed mix shall be appropriate for the soil conditions and shall be approved by the VILLAGE. The OWNER shall also be required to comply with the soil erosion and sedimentation control provisions of Chapter 17.24 of the UDO following the re-seeding of said areas. The OWNER shall be responsible for any restoration or stewardship of the open space corridors, open space buffers, and the oak woodland preserve as identified on the Preliminary PUD Plan/Plat and as required by the Village Code.

VILLAGE acceptance of the "Open Space Corridor" as identified on Exhibit D shall not be made until the OWNER satisfactorily completes the obligations related to agricultural use and re-seeding as required by this AGREEMENT and the Village code. The conveyance required shall be made by Warranty Deed no earlier than the completion of Phase Two.

Detention Areas. Detention areas and all appurtenant structures to said detention areas, as identified on Exhibits D, are to be conveyed by Warranty Deed to the VILLAGE. This conveyance shall occur upon the successfully completion of plan installation and the three-year stewardship in accordance with Exhibits G and H of this AGREEMENT. The OWNER shall provide Title Insurance in the amount of the current market value, pay all real estate taxes, and provide a sufficient credit to pay the taxes on the detention areas until a government exemption has been granted to the VILLAGE. The VILLAGE shall promptly apply for real estate tax exemption for such detention parcels after the recording of any Warranty Deed for the detention area has been conveyed to the VILLAGE as contemplated hereunder.

Insurance. As to any detention and open spaces areas conveyed to the VILLAGE upon which construction activities are on-going, the OWNER shall maintain builder's risk insurance covering its construction activities upon such areas, and shall name the VILLAGE as an additional name insured as to such insurance policy(ies) providing such coverage. As to any detention and open spaces areas conveyed to the VILLAGE, the OWNER shall maintain general liability insurance covering the detention and open space areas and shall name the VILLAGE as an additional name insured as to such insurance policy(ies) providing such coverage which shall remain in full force and effect until the maintenance period requiring the OWNER to maintain said areas has lapsed.

UNOFFICIAL COPY**XIII****EASEMENTS AND UTILITIES**

The OWNER agrees to grant to the VILLAGE, and/or obtain grants to the VILLAGE of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements, subject to the provisions of the UDO which may serve not only the TERRITORY, but other real estate in the general area, if requested by the VILLAGE in the future, in accordance with the Conceptual Neighborhood Plan and Preliminary Engineering Plans.

All such easements to be granted shall name the VILLAGE and/or other appropriate entities designated by the VILLAGE as grantee thereunder. It shall be the responsibility of the OWNER to obtain all easements, both on site and off site, necessary to serve the TERRITORY, in accordance with the Preliminary PUD Plans/Plat. The VILLAGE agrees to cooperate and provide reasonable assistance to the OWNER in the OWNER's attempt to obtain all easements necessary to serve the TERRITORY, in accordance with the Preliminary PUD Plans/Plat, except that such reasonable assistance shall not include any financial assistance or require the VILLAGE to expend any funds.

The OWNER shall provide evidence of easement or right of way necessary for the utility extension to the TERRITORY prior to PUD final plan/plat approval. The OWNER shall submit a title commitment from Chicago Title Insurance Company, or any other licensed title company, naming the VILLAGE as an additional insured to guarantee an easement for public utilities from the existing point of connection to the TERRITORY.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the OWNER'S option, upon approval of the respective utility company.

XIV**GOVERNMENT INTERESTS SERVED**

The OWNER agrees that any and all contributions, dedications, donations, open space and easements provided for in this AGREEMENT substantially advance legitimate governmental interests of the VILLAGE and other local taxing bodies, including but not limited to, providing its residents, and in particular the future residents of the TERRITORY, with access to and use of public facilities, libraries, schools, parks and recreational facilities, police protection, and emergency services. The OWNER further agrees that the contributions, dedications, donations and easements required by this AGREEMENT are uniquely attributable to, reasonably related to, and made necessary by the development of the TERRITORY.

XV**DORMANT SPECIAL SERVICE AREA**

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1
2 A dormant special service area will be established over the TERRITORY, with the cooperation
3 and participation of the OWNER, to provide for the on-site public improvements for the
4 TERRITORY, as well as to pay for the costs and expenses directly or indirectly related in any
5 way to the on-site public improvements, including, without limitation:
6

- 7 A. construction, installation, repair, or maintenance of the on-site public improvements
8 in the event that the OWNER is for any reason unable to do so and there is inadequate
9 or unavailable security to construct and install the on-site public improvements;
10
11 B. legal, engineering, and construction management expenses related to the construction,
12 installation, repair, or maintenance of the on-site public improvements;
13
14 C. direct and indirect administrative expenses;
15
16 D. payment of public liability insurance premiums; or
17
18 E. reimbursement to the VILLAGE for funds it expended or incurred to construct,
19 install, repair, or maintain the on-site public improvements.
20

21 The OWNER will pay for all costs incurred by the VILLAGE in establishing the dormant special
22 service area including, without limitation, the payment of all attorneys' fees incurred by the
23 VILLAGE in establishing the special service area as well as reimbursement to the VILLAGE for
24 any and all costs and expenses incurred by the VILLAGE.
25

26 The VILLAGE will have the automatic right to activate the dormant special service area and
27 extend the taxes in association with the special service area upon the occurrence of any of the
28 following events:
29

- 30 A. failure of the OWNER for any reason to complete such public improvements;
31
32 B. inadequacy of the performance security established by the OWNER as required by
33 this AGREEMENT; or
34
35 C. failure or refusal by the bank to fulfill or otherwise honor the performance security
36 established by the OWNER as required by this AGREEMENT.
37

38 By purchasing a lot in the TERRITORY, each purchaser of a lot, for himself or herself and his or
39 her respective successors in title, forever waives any right to challenge the assessment or
40 collection of a tax or assessment imposed by the VILLAGE against the lot pursuant to a special
41 service area established in accordance with this section, provided such special service area is not
42 amended in any way that requires a new public hearing.
43

44 The DECLARATION for all lots in the TERRITORY will include similar language regarding
45 the establishment of the special service areas.
46

47 Nothing in this section will prevent the OWNER or any individual lot OWNER from exercising
48 his or her statutory right to object to the establishment or amendment of the Dormant Special
49 Service Area.
50

51 Upon the VILLAGE's formal acceptance of the on-site public improvements for the

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1 TERRITORY and the expiration of any maintenance guarantee period, as provided in this
 2 AGREEMENT, the VILLAGE will take all reasonable actions to have the Dormant Special
 3 Service Area dissolved. In no event will the VILLAGE seek the extension of the special service
 4 area tax after it has formally accepted the on-site public improvements for the TERRITORY and
 5 the expiration of any maintenance guarantee period.
 6
 7

XVI**APPROVAL OF PLANS**

12 The VILLAGE agrees to expeditiously take action to approve or disapprove all plats,
 13 plans, and engineering submitted to VILLAGE by the OWNER. If the VILLAGE shall
 14 determine that any such submission is not in substantial accordance with this AGREEMENT and
 15 applicable ordinances, the VILLAGE shall promptly notify the OWNER in writing of the
 16 specific objection to any such submission so that the OWNER can make any required corrections
 17 or revisions.
 18
 19

XVII**BINDING EFFECT AND TERM OF COVENANTS RUNNING WITH THE LAND**

24 This AGREEMENT shall be binding upon and insure to the benefit of the PARTIES
 25 hereto, successor owners of record of the TERRITORY, assignees, lessees, and upon any
 26 successor municipal authorities of said VILLAGE and successor municipalities, for a period of
 27 twenty (20) years from the date of the execution of the 2007 Annexation Agreement.
 28

29 The terms and conditions of this AGREEMENT relative to the payment of monies to the
 30 various VILLAGE recapture funds, contributions to the VILLAGE construction and/or
 31 dedication of public improvements, granting of easements to the VILLAGE, dedication of rights-
 32 of-way to the VILLAGE and the development standards established herein shall constitute
 33 covenants which shall run with the land.
 34

35 It is further agreed that any party to this AGREEMENT, either in law or in equity, by
 36 suit, action, mandamus, or other proceeding may enforce or compel the performance of this
 37 AGREEMENT, or have other such relief for the breach thereof as may be authorized by law or
 38 that by law or in equity is available to them.
 39
 40

XVIII**NOTICES**

45 Unless otherwise notified in writing, all notices, requests and demands shall be in writing
 46 and shall be personally delivered to or mailed by United States Postal Service certified mail,
 47 postage prepaid and return receipt requested, as follows:
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For the VILLAGE:

Village President
418 Main Street
Lemont, IL 60439

and

Village Clerk
418 Main Street
Lemont, IL 60439

and

Village Administrator
418 Main Street
Lemont, IL 60439

For OWNER:

Glen Oak Estates, LLC
16W241 S. Frontage Road, #40
Burr Ridge, IL 60527

and

Kavanagh Grumley & Gorbald LLC
111 N. Ottawa Street
Joliet, IL 60432

Or such other addresses that any party hereto may designate in writing to the other PARTIES pursuant to the provisions of this Section.

XIX

SECURITY INTERESTS

The OWNER shall provide the VILLAGE with written approval(s) satisfactory to the VILLAGE of any mortgage, lien holder or holder of any security interest, affecting title to the TERRITORY or any part thereof so that this AGREEMENT shall be superior to any such mortgage, lien, or other security interest and the OWNER shall provide same to the VILLAGE prior to execution and recording of this AGREEMENT; and

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1 If there are no mortgages, liens, or other security interests affecting title to the
 2 TERRITORY or any part thereof, then the OWNER shall affirmatively state so in said
 3 Petition(s) for Annexation, or by Affidavit.
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XX

WARRANTIES AND REPRESENTATION

The OWNER represents and warrants to the VILLAGE as follows:

That OWNER is the OWNER as legal title holder of the TERRITORY; and

That the OWNER proposes to develop the TERRITORY in the manner contemplated under this AGREEMENT; and

That other than the OWNER, no other entity or person has any interest in the TERRITORY or its development as herein proposed; and

That the OWNER has provided the legal description of the TERRITORY set forth in this AGREEMENT and the attached exhibits and that said legal description and exhibits are accurate and correct, to the best of the OWNER's knowledge.

XXI

CONTINUITY OF OBLIGATIONS

Notwithstanding any provisions of this AGREEMENT to the contrary, the OWNER, its successors or assigns shall at all times during the term of this AGREEMENT remain liable to the VILLAGE for the faithful performance of all obligations imposed upon them by this AGREEMENT until such obligations have been fully performed or until the VILLAGE has otherwise released the OWNER, its successors or assigns from any or all of such obligations.

XXII

NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT

Failure of any party to this AGREEMENT to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

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XXIII

VILLAGE APPROVAL OR DIRECTION

Where VILLAGE approval or direction is required by this AGREEMENT, such approval or direction means the approval or direction of the Corporate Authorities of the VILLAGE unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this AGREEMENT.

XXIV

SINGULAR AND PLURAL

Wherever appropriate in this AGREEMENT, the singular shall include the plural, and the plural shall include the singular.

XXV

SECTION HEADINGS AND SUB-HEADINGS

All section headings or other headings in this AGREEMENT are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

XXVI

RECORDING

A copy of this AGREEMENT and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER within thirty days after the execution hereof.

XXVII

AUTHORIZATION TO EXECUTE

The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the Corporate Authorities of VILLAGE to execute this AGREEMENT. The OWNER and VILLAGE shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this AGREEMENT on behalf of the respective PARTIES.

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1322522077 Page 28 of 73

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48**XXVIII****AMENDMENTS**

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and understandings between the PARTIES hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with law and reduced in writing and signed by them. This AGREEMENT may also be amended, in accord with the provisions of this Section, by the VILLAGE and the owner of record of a portion of the TERRITORY as to the provisions applying thereto, without the consent of the owners of other portions of the TERRITORY.

XXIX**COUNTERPARTS**

This AGREEMENT may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

XXX**CURING DEFAULT**

It is understood by the PARTIES hereto that time is of the essence of this AGREEMENT. The PARTIES reserve a right to cure any default hereunder within fifteen (15) business days from written notice of such default.

XXXI**CONFLICT BETWEEN THE TEXT AND EXHIBITS**

In the event of a conflict in the provisions of the text of this AGREEMENT and the Exhibits attached hereto, the text of the AGREEMENT shall control and govern.

XXXII**SEVERABILITY**

If any provision of this AGREEMENT is held invalid by a court of competent jurisdiction or in the event such court shall determine that the VILLAGE does not have the power to perform any such provisions, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein, and such

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1 judgment or decree shall relieve the VILLAGE from performance under such invalidity thereof
 2 shall not affect any of the other provisions contained herein, and such judgment or decree shall
 3 relieve the VILLAGE from performance under such invalid provision of this AGREEMENT.
 4
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 6

XXXIII

REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES

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 11 To Effective Date of Agreement. The OWNER shall reimburse the VILLAGE for the
 12 following expenses incurred in the preparation and review of this AGREEMENT, and any
 13 ordinances, letters of credits, plats, easements or other documents relating to the TERRITORY:
 14
 15

16 Miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and
 17 copying expenses.
 18

19 From and After Effective Date of Agreement. Except as provided in the paragraph
 20 immediately following this paragraph, upon demand by VILLAGE made by and through its
 21 President, the OWNER from time to time shall promptly reimburse VILLAGE, for all
 22 enumerated reasonable attorney's fees and costs incurred by VILLAGE in the administration of
 23 the AGREEMENT and out of pocket expenses involving various and sundry matters such as, but
 24 not limited to, preparation and publication, if any, of all notices, resolutions, ordinances, and
 25 other documents required hereunder.
 26

27 Such costs and expenses incurred by the VILLAGE in the administration of the
 28 AGREEMENT shall be evidence to the OWNER upon its request, by a sworn statement of the
 29 VILLAGE; and such costs and expenses may be further confirmed by the OWNER at its option
 30 from additional documents relevant to determining such costs and expenses as designated from
 31 time to time by the OWNER.
 32

33 OWNER shall in no event be required to reimburse VILLAGE or pay for any expenses or
 34 costs of VILLAGE as aforesaid more than once, whether such are reimbursed or paid through
 35 special assessment proceedings, through fees established by VILLAGE ordinances or otherwise.
 36

37 In the event that any third party or parties institute any legal proceedings against the
 38 OWNER and/or the VILLAGE, which relate to the validity or any terms of this AGREEMENT,
 39 then, in that event, the OWNER, upon written notice from VILLAGE, shall assume, fully and
 40 vigorously, the entire defense of such lawsuit and the expenses of whatever nature relating
 41 thereto, provided, however:
 42

43 The OWNER shall not make any settlement or compromise of the lawsuit, or fail to
 44 pursue any available avenue of appeal of any adverse judgment, without the approval of the
 45 VILLAGE, which approval shall not be unreasonably withheld; and
 46

47 If the VILLAGE, in its sole discretion, determines there is or may probably be, a
 48 conflict of interest between the VILLAGE and the OWNER, on an issue of importance to the

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1 VILLAGE having a potentially substantial adverse affect on the VILLAGE, then the VILLAGE
 2 shall have the option of being represented by its own legal counsel. In the event the VILLAGE
 3 exercises such option, then the OWNER shall reimburse the VILLAGE from time to time on
 4 written demand from the President of the VILLAGE and notice of the amount due for any
 5 expenses, including but not limited to court costs, reasonable attorney's fees and witnesses' fees
 6 and other expenses of litigation, incurred by the VILLAGE in connection therewith. The
 7 obligation of the OWNER to reimburse the VILLAGE under the terms of this AGREEMENT
 8 shall terminate if no such legal proceedings are brought within one year from the date of the
 9 annexation of the TERRITORY and, further, such obligation of reimbursement shall not apply if
 10 such legal proceedings are based upon alleged errors, omissions or unlawful conduct of the
 11 VILLAGE and not the OWNER.
 12

13 In the event the VILLAGE institutes legal proceedings against the OWNER for violation
 14 of this AGREEMENT, and secured a judgment in its favor, or by settlement, the OWNER shall
 15 pay all expenses of such legal proceedings incurred by the VILLAGE, including but not limited
 16 to, the court costs and reasonable attorney's fees, etc., incurred by the VILLAGE in connection
 17 therewith.
 18

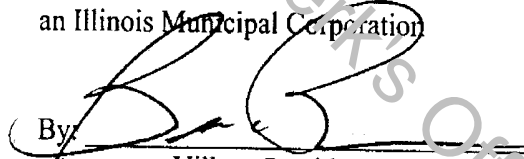
XXXIV

EXECUTION OF AGREEMENT

23 This AGREEMENT shall be signed last by the VILLAGE and the President of the
 24 VILLAGE shall affix the date on which he signs this AGREEMENT on page 1 hereof which
 25 date shall be the effective date of this AGREEMENT.
 26

27 IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed
 28 on the day and year first above written.
 29

VILLAGE OF LEMONT
 an Illinois Municipal Corporation

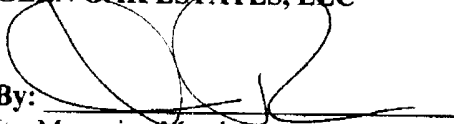
By: 
 Village President

36 ATTEST:

38 By: 
 39 Village Clerk
 40

42 OWNER:

44 GLEN OAK ESTATES, LLC

45 
 46
 47 By:
 48 Its: Managing Member



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1322522077 Page 31 of 73

XXXV

NOTARY CERTIFICATES

STATE OF ILLINOIS)

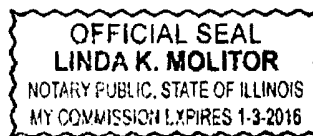
) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that BRIAN K. REAVES, personally known to me to be the President of the Village of Lemont, and CHARLENE M. SMOLLEN, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of December 2012

Linda K. Molitor
Notary Public

My commission expires on January 3rd 2016.STATE OF Illinois

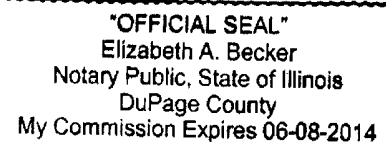
) SS

COUNTY OF DuPage

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Anthony Perrow, personally known to me to be Managing Member of Glen Oak Estates, LLC, and the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of December, 2012My commission expires on 06-08, 2014.

Elizabeth A. Becker
Notary Public



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1322522077 Page: 32 of 73

EXHIBIT A to Amended and Restated Annexation Agreement - Kettering

EXHIBIT A

Legal Description of TERRITORY:

Parcel 1: THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE EAST FIVE ACRES OF THE SOUTH $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2: THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 34 AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH, 10.02-1/2 CHAINS; THENCE WEST, 6.43 CHAINS, MORE OR LESS TO AN OLD ROAD, THENCE NORTH 17 DEGREES, 30 MINUTES EAST, 10.57 CHAINS; THENCE EAST, 3.28 CHAINS, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3: LOT 1 OF THE EAST $\frac{1}{4}$ OF LOTS 6 AND 7 IN COUNTY CLERK'S DIVISION OF THE SOUTH $\frac{1}{2}$ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT OF FIVE ACRES OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 425.0 FEET FOR A POINT OF BEGINNING. THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 633.14 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 344.0 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 633.14 FEET TO A POINT IN THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 344 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY ILLINOIS.

Parcel 4: THAT PART OF LOTS 1 AND 6 IN COUNTY CLERK'S DIVISION OF THE SOUTH $\frac{1}{2}$ OF SECTION 34 TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 34; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ A DISTANCE OF 425.0 FEET TO A POINT FOR THE POINT OF BEGINNING; THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 633.14 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 344.0 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 633.14 FEET TO A POINT IN THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ A DISTANCE OF 344.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN#s 22-34-302-003
 22-34-302-005
 22-34-400-010
 22-34-400-013
 22-34-400-014
 22-34-401-001

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EXHIBIT H - Natural Areas Establishment Provisions

PART 2 PRODUCTS AND MATERIALS

2.01 GENERAL

- A. Only those native seeds and plants listed on Appendix B of this Exhibit shall be used.
- B. Due to site conditions and/or product availability, the VILLAGE may approve changes to specified species and quantities listed in this Exhibit.

2.02 SOURCES OF SUPPLY – PLANT MATERIAL

- A. Prairie seed and live plugs shall be purchased from a nursery specializing in native plants. Seed and live plug stock shall be obtained from sources within the same EPA Level III Ecoregion as the project site. If the specified species are not available from the same Ecoregion seed shall be obtained from an adjacent Ecoregion, preferably to the west or east, but no further than 350 miles from the project site.
- B. Seed supplier's facility shall have the capacity to maintain optimal conditions for seed viability and freshness, including but not limited to the ability to control temperature and humidity in each work area, from receiving through seed cleaning, processing, stock shelves and long term storage.
- C. Seed not grown by the vendor must be clearly indicated and accompanied by the name and address of the company which grew the seed.
- D. Proposed nursery(s) shall be approved by the VILLAGE **prior to commencing work**.

2.03 NATIVE SEED

- A. Nomenclature: The names of plants required under this Contract conform to those given in the "Standardized Plant Names", 1942 Edition prepared by the American Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform generally with names accepted in the nursery trade.
- B. Standards:
 - 1. All plant materials, methods, etc. are to conform to the Standards of the American Association for Nursery Stock (ANSI Z60.1-1980). In the event there is a discrepancy between these standards and this Document, the most restrictive requirement shall govern.
 - 2. All seeds shall be of straight species, no horticultural varieties shall be acceptable.
- C. Natural Areas Contractor shall provide a fresh clean current season crop of the specified seed species. All native seed supplied shall be from seed lots tested by a qualified seed testing laboratory, certificates for each lot of each species tested must be supplied to the VILLAGE directly from the testing laboratory. Seed test results shall be dated no more than 12 months prior to the anticipated seed installation date.

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EXHIBIT H - Natural Areas Establishment Provisions

- D. "Fluffy" forb species (*Aster*, *Solidago*, *Liatris*, etc.) shall be provided as defluffed/debearded seed. Legumes (*Petalostemum*, *Lespedeza*, *Desmodium*, etc.) shall be provided as de-hulled seed. Where applicable, forb species seed shall have undergone appropriate stratification at the source of supply.
- E. Each seed species shall meet or exceed the minimum purity and viability percentages as specified in Appendix B.
- F. All native seed shall be provided on a pure live seed (PLS) basis. Actual seed amounts used on the project will vary with the actual percent of PLS in the seedlot. Seed supplied to the site shall contain documentation of PLS testing and, if required, adjustment of the seed weights to provide 100% PLS standards. PLS adjustment must be based on seed test results dated no more than 12 months prior to the anticipated seed installation date. Minimum PLS percentage for any species shall be 70%.
- G. Seed containing noxious weeds will not be accepted. Seed containing weed seed in excess of 0.5% will not be accepted. Seed collected from the wild will not be accepted. It is a violation of the law to disturb, injure, or collect any plant on a national wildlife refuge or state nature preserve.
- H. All Native Seed mixes will be accompanied by a cover crop consisting of *Avena sativa* (Seed Oats) at a rate of 50 pounds per acre with Spring planting or ReGreen™ (Wheat x Wheatgrass hybrid) cover crop at a rate of fifty (50) pounds per acre for Fall plantings. **The cover crop shall be the only non-native species planted!** The VILLAGE may approve the deletion of the cover crop as a result of site conditions.
- I. All Native Seed mixes will be accompanied by a granular form of endomycorrhizal inoculum at a minimum rate of forty (40) pounds per acre and rhizobia inoculum for the appropriate plant species at rates recommended by the native plant nursery.
- J. All seed shall be furnished in sealed containers. Seed that has become wet, moldy, or otherwise damaged in transit or storage will not be acceptable.
- K. All seed shall be shipped in single species containers directly from the supplier and shall be mixed at the time of planting by the Natural Areas Contractor. At no time shall seed species be mixed by the supplier unless approved in writing by the VILLAGE.
- L. Seed packaging shall be legibly tagged as to supplier name & address, species, size of container, and germination testing results. Seed stock shall be true to species as specified in this document, or as approved in writing by the VILLAGE.
- M. Natural Areas Contractor shall provide written documentation to the VILLAGE as to the source of supply, quantities, and species of the seed ordered prior to installation (i.e. supplier's invoice).

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1322522077 Page 35 of 73

EXHIBIT H - Natural Areas Establishment Provisions

2.04 NATIVE LIVE PLUGS

- A. Nomenclature: The names of plants required under this Contract conform to those given in the "Standardized Plant Names", 1942 Edition, prepared by the American Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform generally with names accepted in the nursery trade.
- B. Standards:
1. All plant materials, methods, etc. are to conform to the Standards of the American Association for Nursery Stock (ANSI Z60.1-1980). In the event there is a discrepancy between these standards and this Document, the most restrictive requirement shall govern.
 2. All plants shall be of straight species, no horticultural varieties shall be acceptable.
- C. All live plugs will be provided in single-form factor plug trays that are configured to grow plugs at least 2-1/4" in diameter by 4-1/2" deep (such as GT38 trays or approved alternative), unless otherwise noted in this document.
- D. Live plug containers shall be legibly tagged as to name and size of container and shall be true to species as specified in this document.
- E. All live plugs shall be alive, healthy, hydrated, and in a vigorous growing condition at the time of delivery.
- F. All live plugs will be inoculated with a broad-spectrum mycorrhizal fungi mix. All leguminous species must be inoculated with the proper strain of rhizobia inoculum as well.
- G. For emergent & submergent native species, Bare Root stock may be utilized upon written approval by the VILLAGE.
- H. Contractor shall provide written documentation to the VILLAGE as to the source of supply, quantities, and species by scientific & common name of the Live Plugs and/or Bare Root stock ordered prior to Final Acceptance (i.e. supplier's invoice).

2.05 EROSION CONTROL

- A. Standard Erosion Control Blanket shall be:
1. Single Net Straw S-75
 2. Double Net Straw/Coconut SC-150
- B. Heavier blanket may be required as part of the Storm Water Pollution Prevention Plan (SWPPP), see SWPPP and engineering plans for additional blanket requirements.

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EXHIBIT H - Natural Areas Establishment Provisions

2.06 WATERFOWL ENCLOSURE

- A. Waterfowl enclosures shall consist of:
1. Rail steel T-Posts 5.5' high w/fin
 2. Black UV stabilized poultry netting
 3. Nylon zip-ties, 7" – 8"
 4. Nylon rope

PART 3 NATIVE HERBACEOUS PLANTING

3.01 PLANTING SEASON

A. Optimal Seeding Times

1. March 1st – June 30th: Seeding during this period is appropriate, however germination of a portion of the seed may not occur until the following season due to lack of cold stratification, which is needed to break dormancy. The cover crop generally germinates within 2-3 weeks upon seeding.
2. September 15th – October 31st: Seeding on bare, graded surfaces must be protected with appropriate erosion control blanket and/or mulch. There is typically less germination from the cover crop with a fall planting.

B. Alternate Seeding Times

1. November 1st – February 28th: Seeding must be protected from displacement due to water and wind erosion. Seeding on bare, graded surfaces must be protected with an appropriate erosion control blanket. Cover crops will not germinate during this seeding time and may be eliminated upon written authorization by the VILLAGE.
2. June 30th – September 15th: Installation of native seed shall be suspended unless irrigation can be provided or unseasonably cool and wet conditions persist. Any annual forbs specified in the seed mixes may germinate during this time, however they may not have sufficient time to flower and set seed before fall senescence, essentially removing them from the plant community. If this seeding time is chosen, annual forbs shall be removed from the seed matrix and planted at a subsequent, more appropriate time as determined by the VILLAGE.

C. Live Plug Optimal Planting Times

1. April 1st – May 31st

D. Live Plug Alternate Planting Times

1. June 1st – November 1st: Planting of live plugs during this period can only be conducted if regular irrigation is provided.

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1322522077 Page 37 of 73

EXHIBIT H - Natural Areas Establishment Provisions

- E. Alternate seeding and live plug planting times shall be approved in writing at the discretion of the VILLAGE prior to installation.
- F. The approval of an alternate seeding and/or live plug planting time shall not relieve the Natural Areas Contractor from his/her performance obligations as outlined in the performance section of this document. All performance criteria shall be enforced.

3.02 DELIVERY, HANDLING, AND TEMPORARY STORAGE

- A. Seed containers are to be stored off the ground and indoors.
- B. Seed packaging is to be protected from moisture and extreme heat. Seed shall be stored in a temperature controlled environment.
- C. On-site storage of seed and/or live plugs shall be at the Natural Areas Contractor's own risk. Any damage incurred to plant or seed stock while stored on-site shall not relieve the Natural Areas Contractor from his/her responsibility for furnishing and installing all native herbaceous plant materials in strict accordance with this document.
- D. Live plugs shall be protected from grazing animals (i.e. geese).
- E. Live plugs may require regular watering and supplemental nutrition while in temporary storage. Consult the native plant nursery for recommendations. Natural Areas Contractor is to ensure that live plugs are in a healthy, vigorous state upon installation.
- F. Protect live plugs from frost.

3.03 PLANTING MEDIUM/SOIL TESTING

- A. Soils within the bottom of stormwater facilities (detention basin bottoms, naturalized swales, etc.) that have had the potential to be exposed to over-winter road salt drainage prior to native seed installation shall be tested by an independent laboratory regarding its suitability for native seed germination.
- B. If it is discovered that a soil's condition will inhibit native seed germination, the Native Landscape Contractor shall submit a soils mitigation plan to the VILLAGE for approval prior to installation of native seed. The soil mitigation plan may include soil amendments to correct soil structure, nitrification and/or chemistry, or it may include the importation of suitable topsoil approved by the VILLAGE.
 - 1. The testing laboratory and/or an Agronomist should determine whether a soil's condition will inhibit native seed germination based upon the full results of the soil test. However, in general a soil condition that inhibits native seed germination is one that *typically** exhibits one of the following characteristics:
 - a. pH outside of the range of 6.5 – 7.5

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EXHIBIT H - Natural Areas Establishment Provisions

- b. Exchangeable Cations of Sodium (NaCl) above 100 lbs/acre
- c. Base Saturation (Percent) of Sodium (NaCl) above 1%
- d. Base Saturation (Percent) of Magnesium (Mg) above 12%
- e. Soluble Salts measuring above 2 mmhos/cm

*the above characteristics/limitations are generalities, the soil test needs to be evaluated in its entirety by qualified personnel in order to determine its suitability for native seed germination.

3.04 GRADED SITE PREPARATION

- A. The Natural Areas Contractor shall coordinate with the Grading Contractor to ensure proper handling within planting areas. A preconstruction meeting and at least one (1) meeting during construction shall be held in order to coordinate equipment movement within planting areas to avoid/reduce soil compaction and to review underground utility location maps and plans. This meeting shall be coordinated by the Construction Project Manager. The following tasks may be performed by the Grading Contractor with proper coordination; however it is the responsibility of the Natural Areas Contractor to ensure that the native planting areas are prepared according to this document.
 - B. After the completion of subgrade preparation the Natural Areas Contractor shall disc soil to a depth of four (4) inches within areas designated for native seed mixes. When conditions are such that, by reason of drought, frost, excessive moisture, or other factors satisfactory results are not likely to be obtained, the work will be suspended and shall resume only when conditions are appropriate. Undulation or irregularities in the surface that would interfere with the Natural Areas Contractor's operations or maintenance shall be leveled before the next operation.
 - C. Spread topsoil to a minimum depth of 6" meeting thickness, grades and elevations shown on engineering plans after light rolling and natural settlement. When conditions are such that, by reason of drought, frost, excessive moisture, or other factors satisfactory results are not likely to be obtained, the work will be suspended and shall resume only when conditions are appropriate. Add specified soil amendments and mix thoroughly into upper four (4) inches of topsoil. Delay mixing fertilizer with topsoil if planting will not proceed within 72 hours of spreading. If required, mix lime with dry soil before mixing fertilizer.
 1. Spread approximately ½ the thickness of topsoil over loosened subgrade. Work into top of loosened subgrade to create a transition layer. Spread remainder of planting soil.
- D. Prior to beginning seeding/planting operations the Natural Areas Contractor shall:
 1. Confirm topsoil placement by the Grading Contractor within all planting zones.

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EXHIBIT H - Natural Areas Establishment Provisions

2. Request copies of soil test results for review. If soil test results are not available, Natural Areas Contractor shall conduct soil testing as per the products section of this document. If soils do not meet specification it shall be amended or replaced by the Natural Areas Contractor prior to beginning seeding/planting operations.
 3. Confirm that the Grading Contractor has removed all foreign matter and/or soil clods larger than two (2) inches in any dimension within the areas to be seeded. Natural Areas Contractor shall be responsible for removing all foreign matter prior to beginning seeding/planting operations.
 4. Check compaction of topsoil (0-6" depth) and normal subsoil depth (6-12" depth). Soil should be loose and friable. A 200 pound person should leave a ¼" – ½" deep footprint.
- E. Natural Areas Contractor shall utilize equipment having low unit pressure ground contact within planting areas. They shall take precautions to ensure that equipment and vehicles do not damage the grading, utilities, structures, or existing trees and shrubs during planting operations. Any damage shall be repaired by the Natural Areas Contractor.
 - F. Non-native perennial species may require control with a low toxicity (2% mixture), non-persistent glyphosate based herbicide. Under no circumstances are persistent herbicides to be used. Apply herbicides as needed after grading operations.
 - G. Allow 10-14 days after spraying herbicides prior to cultivating for seed bed preparation. Check for weed growth. Reapply herbicide when the weeds are 2-3 inches tall. Wait 10 days and rake smooth, do not compact.

3.05 VEGETATED SITE PREPARATION

- A. Planting areas that contain solid stands of existing non-native/weedy herbaceous vegetation and are not to be disturbed by grading operations, or have been graded and now have established non-native/weedy herbaceous vegetation, shall be treated with applications of a glyphosate herbicide resulting in a complete kill of all existing vegetation. Broadcast or "Boom" spraying of herbicide is acceptable under these conditions; precautions shall be taken to eliminate damage from overspray.
- B. Planting areas that contain existing desirable native herbaceous vegetation and are not to be disturbed by grading operations shall be treated with applications of an appropriate selective herbicide, resulting in a 99% kill (brown-out) of non-native/weedy herbaceous vegetation and the survival of existing desirable native herbaceous vegetation. Limited spot applications of herbicide shall be utilized if conservative native plant species within the planting are to be preserved.
- C. Planting areas that are heavily vegetated with persistent species such as fescues (*Festuca spp.*), Reed Canary Grass (*Phalaris arundinacea*), or Canada Thistle (*Cirsium arvense*) often require two or more herbicide applications at 2-3 week intervals to kill resprouts and seedlings from the existing seed bank.

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- D. Herbicide applications in or adjacent to shorelines or open water shall utilize an herbicide approved for aquatic use.
- E. Mowing and/or Prescribed Fire may be required to eliminate standing biomass prior to seeding. Conduct mowing and/or Prescribed Fire as shown on the Plan(s).
- F. Native Areas Contractor **shall not** disc or roto-till the soils within vegetated planting areas prior to planting, unless the area(s) have been heavily trafficked/compacted or as otherwise directed by the VILLAGE.
- G. Natural Areas Contractor shall utilize equipment having low unit pressure ground contact within planting areas. They shall take precautions to ensure that equipment and vehicles do not damage the grading, utilities, structures, or existing trees and shrubs during planting operations. Any damage shall be repaired by the Natural Areas Contractor.

3.06 NATIVE SEEDING AND PLANTING

- A. Seed shall be mixed with a cover crop consisting of *Avena sativa* (Seed Oats) at a rate of sixty (60) pounds per acre for Spring plantings or ReGreen™ (Wheat x Wheatgrass hybrid) cover crop at a rate of fifty (50) pounds per acre for Fall plantings and with a granular form of EndoMycorrhizal inoculant at a rate of forty (40) pounds per acre.
- B. For Inter-Seeding into Existing Vegetation: Seed shall be drilled by a rangeland type no-till drill **designed to plant native grass and forb seed** (such as the Truax No-Till Drill) if the soil is firm enough. Seed shall be drilled in two (2) separate runs where each application of seed shall overlap the previous application by one half (1/2) the weight to insure double coverage of seeded areas (example: seed in a north to south direction @ ten pounds per acre, then overlap by seeding in an east to west direction @ ten pounds per acre, resulting in a total coverage of twenty pounds per acre [twenty pounds per acre is an example only, see Appendix "B" for actual project seeding rates].) Each planting run shall overlap by a minimum of one (1) planting row. Some seed species require exposure to sunlight for germination, these species shall be planted separately, after drilling, utilizing the broadcasting method.
- C. For Newly Graded Sites or Other Loose Soil Conditions: Seed shall be drop-seeded by a rangeland type dropseeder **designed to plant native grass and forb seed** (such as the Trillion or Belco seeder). Seed shall be installed in two (2) separate runs where each application of seed shall overlap the previous application by one half (1/2) the weight to insure double coverage of seeded areas (example: seed in a north to south direction @ ten pounds per acre, then overlap by seeding in an east to west direction @ ten pounds per acre, resulting in a total coverage of twenty pounds per acre [twenty pounds per acre is an example only, see Appendix "B" for actual project seeding rates].) Each planting run shall overlap by a minimum of six (6) inches. Some seed species require exposure to sunlight for germination, these species shall be planted separately, after dropseeding, utilizing the broadcasting method.
- D. If soil conditions are too wet or slopes are too steep for drilling and/or dropseeding, broadcasting of seed is acceptable on exposed soil only. If seed is broadcast, it shall

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EXHIBIT H - Natural Areas Establishment Provisions

be mixed with an equal amount of inert filter (such as perlite, sand, vermiculite, ground corn cobs) to enable an even distribution of seed. A mechanical broadcast seeder may also be utilized, such as Cyclone or Seed Slinger. Seed shall be broadcast in two (2) separate applications where each application of seed shall overlap the previous application by one half (1/2) the weight to insure double coverage of seeded areas (example: seed in a north to south direction @ ten pounds per acre, then overlap by seeding in an east to west direction @ ten pounds per acre, resulting in a total coverage of twenty pounds per acre [twenty pounds per acre is an example only, see Appendix "B" for actual project seeding rates]).

- F. Seed shall be installed at a depth no greater than 0.25" (1/4").
- G. Hydroseeding of Native Seed is not acceptable. Hydromulch may be utilized as an erosion control method upon written approval by the VILLAGE.
- H. The Natural Areas Contractor shall rake, roll or drag broadcast seeded areas perpendicular to the slope within 24 hours after seeding, or as soon as site conditions permit. The use of compaction wheels on the seed drill or cultipacker on the dropseeder is acceptable.
- I. Erosion control measures shall be implemented immediately upon seeding completion. The VILLAGE may reduce erosion control requirements based on site conditions and/or planting.
 1. All seeded areas on newly graded sites shall include the installation of a temporary erosion control blanket.
 2. All planting areas in direct contact with water (Normal Water Level of Shorelines, swale bottoms, etc.) shall include the installation of SC-150 temporary erosion control blanket.
 3. Alternate blanket types may be required as part of the SWPPP, see SWPPP and engineering plans for additional blanket requirements.
 4. All shorelines from a minimum of three (3) feet above normal water level (NWL) to a minimum of one (1) foot below NWL shall include the installation of erosion control matting.
 5. Shorelines adjacent to consistently flowing water (streams, creeks, etc.) shall be protected with coconut fiber erosion control logs.
- J. Live plug planting densities will vary according to project budget and project goals.
 1. Shorelines shall include planting within the "safety shelf" a minimum of five (5) live native plugs per linear foot of shoreline and shall be distributed from 6" above Normal Water Level (NWL) to 4-5' out from NWL.
 2. Live plugs shall be installed in full or half flats, creating drifts or groupings of 16, 19, 32, or 38 of the same species rather than planting all species intermixed randomly across the site. Plant spacing within each grouping will depend upon the species being planted, but shall be restricted to a minimum of 18" o.c. Alternate flat sizes may be used upon written approval by the VILLAGE.

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1322522077 Page: 42 of 73

EXHIBIT H - Natural Areas Establishment Provisions

3. Live plugs shall be installed in holes drilled with an auger with the same diameter and depth as the live plug's root massing (within +.75"/-.25"). In wetland & shoreline plantings where soil is soft and moist enough, a dibble bar or trowel may be used to create planting holes. Avoid severely damaging erosion control mat during plug planting operations.
 4. Insert live plugs into hole so that the final position of the root crown following planting, soil settlement, and initial watering is slightly below the soil surface (1/8 – 1/4 inch). All crowns shall be covered with soil.
 5. Ensure that live plugs are not loose after planting. In wetland or shoreline areas with the potential for high wave action, or highly fluctuating water levels that may dislodge newly planted live plugs, plugs shall be secured with 6 – 8 inch "U"-shaped wire erosion control blanket staples. Staple length shall be determined by the density of the planting substrate; softer substrates require longer length to hold plugs adequately.
 6. Each live plug shall be flooded with approximately 50 ml of water after insertion into the ground.
- J. Waterfowl exposures shall be erected around all live plugs that have been planted in areas where there is a potential for waterfowl (especially geese) depredation, such as retention basins or other planting areas adjacent to open water. Install live plugs and goose enclosure fencing in 100' – 200' lengths, leaving 4-6' wide openings between enclosure ends to allow access to the water for people and wildlife during the establishment period.
1. Install steel T-posts @ two (2) feet on-center (maximum). Drive posts into the ground so that the enclosure will extend at least two (2) feet in height above the tops of planted live plugs.
 2. Attach black UV stabilized poultry netting securely to the steel T-posts with plastic zip-ties.
 3. Attach nylon rope to the top of steel T-posts in a zigzag pattern to prevent aerial landings by waterfowl.
 4. Natural Areas Contractor shall disassemble and remove all waterfowl enclosures from the project site after two (2) complete growing seasons. The VILLAGE may request removal of the enclosure prior to the two (2) year term ending.
 5. Natural Areas Contractor shall maintain the enclosure in a functional and aesthetic condition. The Natural Areas Contractor shall make all required, reasonable repairs and/or replacements in a timely manner.
- K. Additional protection measures may be required to protect shoreline and wetland plantings from predation, particularly by Muskrats and Carp. Waterfowl enclosures are typically not effective against other types of predation. If Muskrats present a problem they need to be trapped prior to causing severe damage. If Carp present a problem a fish kill should be considered. Predation of plant material shall not relieve the Developer from meeting the performance criteria, unless approved in writing by the VILLAGE.

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EXHIBIT H - Natural Areas Establishment Provisions

PART 4 STEWARDSHIP

4.01 GENERAL

- A. Stewardship shall begin immediately after planting and continue for three (3) growing seasons until Final Acceptance by the VILLAGE.
- B. The Natural Areas Contractor shall keep a log of all restoration activities performed during contract period, installation through stewardship, and shall submit it to the VILLAGE on a monthly basis.
- C. Chemicals used will have the lowest environmental impact for the task at hand. Organic or cultural practices will be used whenever practical.

4.02 NATURAL AREAS MOWING

- A. All mowing shall be conducted in accordance with all applicable codes and by personnel with appropriate training in safety and in the use of the machinery being utilized.
- B. Mowing is a key aspect in achieving positive results. Mowing must be conducted by the Natural Areas Contractor on a consistent basis and must respond to seasonal weather. Vegetation shall be high-mown as follows:
 1. First Growing Season: Kept under twelve (12) inches. The VILLAGE recommends that the Developer budget for a *minimum* of five (5) mowings.
 2. Second Growing Season: Kept under eighteen (18) inches. The VILLAGE recommends that the Developer budget for a *minimum* of three (3) mowings.
 3. Third Growing Season: Spot mow and observe, if non-native/weedy species are dominant mowing shall continue at the second Year rate.
- C. Mowing shall commence during late May/early June and subsequently four weeks apart or any time a large number of weed species begin to flower. Mowing shall be conducted prior to weed species developing viable seed.
- D. Mowing shall be conducted with a conventional rotary mower, sickle type mower, or a flail type mower, however in order to reduce thatch, at no time shall more than six (6) inches (height) of vegetation be cut in a pass. Natural Areas Contractor shall ensure that cut materials are not allowed to drop seed or smother desired vegetation.
- E. On slopes that are too steep to mow, around structures (trees, fencing, buildings, etc.), and in areas that are too wet to mow, mowing shall be conducted with the use of a hand-held gas powered brush cutter or weed-whacker only. Damage caused to landscape material or other structures shall be repaired/replaced by the Natural Areas Contractor.

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EXHIBIT H - Natural Areas Establishment Provisions

4.03 HERBICIDE APPLICATION

A. Spot Herbicide Applications

1. Small scattered populations or individual specimens of undesirable species shall be controlled with spot herbicide applications. Large scale colonization shall not be allowed.
 - a. Backpack Spray Treatments – Natural Areas Contractor shall utilize a 3-5 gallon backpack style sprayer, such as Solo, SP3, Field King or acceptable substitution.
 - b. Hand Wicking – In areas of high quality native vegetation where desirable species are directly adjacent to targeted plants, or where the growth habit of the target plant makes it impossible to avoid off-target damage, the appropriate herbicide shall be selectively hand wiped onto the target plant utilizing a sponge-wicking applicator or a saturated cloth glove.
2. Site preparation and planting after herbicide applications shall be as per the Native Planting section of this document.

B. Broadcast Herbicide Applications

1. On larger sites where a broad scale application is needed because large colonies of the target species have become established, broadcast applications by large tank-equipped spray-gun, all terrain vehicle (ATV) or tractor may be utilized to treat undesirable species. The following methods are appropriate:
 - a. Broad-Spectrum Herbicide Broadcast Application – This method utilizes a large tank-equipped spray-gun and/or an ATV or tractor equipped with a boom-sprayer to apply large amounts of glyphosate, which will result in complete kill of all vegetation.
 - c. Selective Herbicide Broadcast Application – This method utilizes a large tank-equipped spray-gun and/or an ATV or tractor equipped with a boom-sprayer to apply large amounts of a selective herbicide, such as Ornamec, resulting in a complete kill of only those targeted species.
2. A “large colony of target species” shall be defined as a target plant population whose aerial coverage is such that a broad-spectrum chemical can be broadcast without inflicting any damage to adjacent native vegetation.
3. Site preparation and planting after herbicide applications shall be as per the Native Planting section of this document.

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EXHIBIT H - Natural Areas Establishment Provisions

C. HERBICIDE APPLICATION TIMING

1. Herbicide applications must be conducted by the Natural Areas Contractor on a consistent basis and must respond to seasonal weather and to the life-cycle of each target species. For non-native vegetation seven herbicide applications shall be required.

4.04 HAND WEEDING

- A. In the event that herbicide applications cannot, or should not, be performed due to social, cultural, environmental, or other verified reasons, target weed species shall be removed by hand.

1. Species targeted for complete hand weeding shall include removal of all plant parts from the soil, including the above ground growth and all roots or rhizomes present in the ground.

2. Species targeted for partial hand weeding shall include removal of plant reproductive parts (i.e. seed heads). Partial hand weeding shall be conducted in concert with, or shall be followed up with herbicide applications.

- B. Removed vegetative materials shall be discarded off-site or left on-site in a manner that will not allow regeneration or seed set of the removed species. Transportation of removed vegetative materials shall meet Department of Agriculture standards/requirements. Hand weeding shall never result in excessive soil disturbance.

4.05 TREATMENT OF WOODY SPECIES

- A. The Natural Areas Contractor shall conduct woody species herbicide treatments to all re-sprouts, re-growth, or other remaining live plants of all non-native or aggressive native woody species throughout stewardship operations until performance criteria have been achieved. (See Appendix A).

- B. Woody species treatment methods during the growing season may be a foliar application using an appropriate herbicide, such as Garlon 3a. Damage to surrounding vegetation due to re-sprout treatments shall be repaired by the Natural Areas Contractor.

- C. Woody species herbicide treatments during the dormant season may be applied with cut-stem and/or basal bark application using an appropriate herbicide, such as Garlon 4e. Damage to surrounding vegetation due to re-sprout treatments shall be repaired by the Natural Areas Contractor.

1. Hand Cutting/Cut-Stump Treatment: Chain saws, brush clearing saws, handsaws and loppers may be used. Upon written approval by the Owner/Owner's Representative, small walk behind mower-type brush cutters may be utilized provided that their use does not result in rutting or pitting of the soil while in operation.

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- a. Cut woody target species shall be treated with an herbicide mixture. After cutting down the target species apply herbicide, such as Garlon 4e in a 20-30% (or as stated on the product label) solution in basal oil, to the stump. *Lonicera spp.* shall be treated with RoundUp in a 25-50% solution, to the stump. Treat the cut area around the edge with herbicide so the **cambium** layer will take up the active ingredient. Herbicide shall be applied immediately after cutting.
2. **Basal Bark:** Involves herbicide application directly to the trunk of the woody target species that are one inch or less at the base. Apply herbicide directly to the tree trunk, around the entire circumference, at 6" above the soil until thoroughly wet near the ground plane, but not to the point of runoff. Apply during dormancy, except when snow or water prevents spraying to the ground plane. Optimal results are achieved when applications are made to young stems which have not developed the thicker bark characteristic of slower growing older trees.
- D. Wherever possible herbicide applications shall be accomplished by utilizing wick or sponge-type applicators.
- E. Disposal of cuttings and other materials shall be completed simultaneously with the initial woody species herbicide treatment(s).
- F. All cuttings longer than two (2) feet in length and/or larger than one (1) inch in diameter shall be removed from the project site. Smaller cuttings and cutting debris that has been shredded or chipped by the use of hand-held mechanical equipment may be left on site to decompose or be consumed by prescribed fire (if applicable). Cuttings and cutting debris shall not be allowed to accumulate to a depth that will smother existing desirable native species, prevent existing desirable native species from emerging or prevent good seed-to-soil contact in newly seeded areas (approximately one-half inch maximum depth).
- 4.06 OVERSEEDING AND RE-PLANTING
- A. Overseeding or re-planting may be necessary for compliance with the performance section of this document. See Native Herbaceous Planting or Wetland and Shoreline Planting section.
- 4.07 STEWARDSHIP SCHEDULE
- A. As stated above, a stewardship plan must be flexible, however at a minimum the following schedule* shall be followed for the first three (3) years**:
- B. The recommended stewardship schedule is summarized in the table below. The table indicates what activities are likely to be necessary in a given month; the table is not meant to require that the activity be conducted.

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Month	Visits by Crew	Herbicide	Brush Clearing	Mow	Collect & Disperse
April	0-1	X	X		
May	1-2	X	X	X	X
June	1-2	X		X	X
July	1-2	X		X	
August	1-2	X		X	
September	0-1	X		X	
October	1-2	X	X	X	X
November	0-1	X	X		X
December - March	0-1	X	X		X

* This schedule should be considered a guideline and may be varied from to react to current site Conditions.

**In newly planted natural areas, the execution of a prescribed fire may not be possible until the second or third growing season.

PART 5 NATURAL AREAS MONITORING

5.01 MONITORING

- A. The planted areas shall be monitored annually for a three-year period to ensure successful establishment of the plantings. The primary objective of the monitoring program is to track the success of the planted species over the 3-year period of regularly scheduled monitoring sessions. The monitoring documents changes in plant community composition and reveals the need for management changes to improve floristic quality. Specific goals of the monitoring are to determine the vegetative species present, the percent cover by vegetation, and identify hydrology and erosion problems.
- B. Perform one (1) qualitative monitoring visit within the native planting areas. Monitoring may occur anytime during the months of May-September. Meander survey methods will be utilized to gather data required for reporting to the project stakeholders. Data gathered during monitoring activities shall include:
 1. Meander Survey Methodology
 - a. Approximate vegetative coverage throughout each planting zone determined by ocular assessment.

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EXHIBIT H - Natural Areas Establishment Provisions

- b. Plant inventories for each planting zone. This data will be utilized to compile Native C Values, Floristic Quality Index (FQI), and the wetness coefficient within wetland areas.
 - c. Approximate vegetative coverage of any non-native or weedy species present, determined by ocular assessment.
 - d. Assess tree & shrub survival rates.
 - e. Representative site photographs
- c. Perform one (1) quantitative monitoring visit within the native planting areas. Monitoring may occur anytime during the months of May-September. Permanent transect & quadrat survey methods will be utilized to gather data required for determining final success criteria. Data gathered during monitoring activities shall include:
- 1. Straight Line Transect Sampling
 - a. Gather vegetative data from a series of quadrats located along permanent straight line transects (minimum of 3), resulting in 30 or more quadrats per each planting zone or a maximum of 20% of the planting zone.
 - b. Data collected shall be utilized to compile Relative Importance Values (RIV), to validate/dispute ocular assessments of vegetative coverage and assessments of vegetative dominance, coverage & distribution.
 - c. This level of sampling and replication should be enough to overcome any uncontrollable environmental variation.
- D. Prepare one (1) annual monitoring report by March 31st of the following year. The annual monitoring report shall contain the following information:
- 1. Introduction
 - a. Site history leading up to the current project, including construction and management to date.
 - b. Site description, including a street address (if applicable), County, Section, Township, and Range.
 - c. A site location map.
 - d. Permit numbers & Department/County of issue (if applicable)
 - 2. Vegetation Monitoring
 - a. Methods
 - 1) Summarize the methods used for vegetation monitoring, including the survey dates.
 - b. Results
 - 1) Summarize the results of the vegetation monitoring.
 - 2) Provide Data Summaries, including:
 - i. Floristic Quality Assessment Data for the Baseline Meander Survey (if available)
 - ii. Floristic Quality Assessment Data for the Meander & Transect Survey:

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- a. Native Mean Coefficient of Conservatism Value (Native Mean C Value)
 - b. Native Floristic Quality Index (Native FQI)
 - c. Relative Importance Value of total native plants (RIVn)
 - d. A comparison table that lists previous years' data (if available) with current year's data as both compare with performance criteria.
 - iii. Live Plant Material:
 - a. Report on the condition of any native woody live plant material
- 3. Discussion
 - a. Discuss the work performed as part of on-going stewardship during the previous calendar year (if applicable).
 - b. Compare the current year's data with data from the previous year(s) (if available).
 - c. Compare current year's results against the performance criteria.
 - d. Describe any deficiencies in the stewardship activities to date that are hindering the site's ability to meet the performance criteria and propose detailed corrective actions.
 - e. Discuss in detail the stewardship activities that are recommended in the upcoming year.
 - f. Conclusion
- 4. Exhibits
 - a. Copies of any applicable permits.
 - b. Original site plan, including topography, planting zones, tree locations, etc.
 - c. Adapted site plan showing areas of deficiency, areas of erosion, etc.
 - d. Original species lists installed
 - e. Floristic Quality Assessment Data Tables

PART 6 NATURAL AREAS PERFORMANCE

6.01 PERFORMANCE CRITERIA – NATIVE HERBACEOUS PLANTING

- A. At no time throughout stewardship activities shall aggressive native species, non-native species, nor invasive/exotic species be allowed to become established on the site and/or be allowed to colonize. Here "establish" shall mean that the species is allowed to grow, thrive and reproduce.
- B. Within three (3) months of seed installation, the total vegetation cover in all areas seeded with cover crop shall be greater to or equal than seventy-five percent (75%) as measured using the meander methodology. If seed installation is completed in the fall, this standard shall be met by June 1st of the following year.
- C. Goals for the end of the first growing season: twenty-five percent (25%) of the native species installed via seed shall be alive and apparent. None of the dominant species within the seeded areas shall be invasive/exotic species (See Appendix A).

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EXHIBIT H - Natural Areas Establishment Provisions

PART 1 GENERAL

1.01 DESCRIPTION AND PURPOSE

- A. Natural Areas Brush & Tree Clearing priorities are to approach eradication of invasive woody species and thin existing stands of native woody species. The intent is to allow sunlight to penetrate the ground and eliminate threats from invasive species or aggressive native species, while protecting existing trees to remain from damage, prior to acceptance by the Village of Lemont.
- B. Native Herbaceous Planting priorities are to prepare planting areas for good seed-to-soil contact, install an even coverage of high-quality native seed/plants and protect planting areas from erosion. The intent is to develop a dense stand of native seedlings with minimal weed content.
- C. Natural Areas Stewardship's priority is to approach eradication of invasive herbaceous species, establish and encourage the healthy growth of native species, and increase overall site biodiversity. This document describes the standards for Acceptance, Monitoring, Reporting, Performance, and Remediation for a successful stewardship program. The intent is to develop a dense stand of desirable native species with minimal weed content and no threat from invasive species or aggressive native species prior to acceptance by the Village of Lemont.

1.02 CONTRACTOR QUALIFICATIONS

- A. All work shall be performed by a Natural Areas Contractor with extensive documented experience in selective brush and tree clearing for the purposes of ecological restoration, native seeding, planting, and natural areas management, and shall be able to demonstrate their knowledge in the field.
- B. Natural areas brush and tree clearing shall be conducted or supervised by an International Society of Arboriculture (ISA) Certified Arborist holding a current certification.
- C. Foreman, laborers, and other field staff shall be thoroughly familiar with natural areas restoration, and shall have a working knowledge of the type and operation of equipment being used. All Natural Areas Contractor crewmembers shall be well versed in the identification of native and non-native woody & herbaceous species during both the dormant and growing seasons.

1.03 PERMITS AND FEES

Natural Areas Contractor shall obtain any necessary permits for the required work and pay any fees required for permits.

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1322522077 Page 51 of 73

EXHIBIT H - Natural Areas Establishment Provisions

- D. At the end of the first full growing season, no less than eighty percent (80%) of any live native herbaceous plant material installed shall be alive and in vigorous condition. If less than eighty percent (80%) of any live native herbaceous plant material installed survive the first full growing season, the plants shall be replaced so that the eighty percent (80%) criteria is achieved.
- E. Goal for the end of the second growing season: fifty percent (50%) of the native species installed via seed shall be alive and apparent.
- F. At the end of the second growing season, none of the dominant species within the seeded area(s) shall be non-native or invasive/exotic species (See Appendix "A"). Native cover within the seeded area(s) shall be at least fifty percent (50%), but shall not be dominated with aggressive native species including, but not limited to Ragweed (*Artemisia spp.*), Horsetail (*Erigeron canadensis*), Foxtail (*Alopecurus spp.* & *Setaria spp.*), Cottonwood (*Populus deltoids*), Box Elder (*Acer negundo*), Sandbar Willow (*Salix interior*), Cattails (*Typha spp.*), Barnyard Grass (*Echinochloa crusgalli*), etc.
- G. By the end of the third growing season, in addition to fulfilling the above:
1. For each planting zone, seventy-five percent (75%) of the native species installed via seed shall be alive and apparent. None of the dominant species within the planting zone(s) shall be non-native or invasive/exotic species (See Appendix "A"). Native cover within the planting area(s) shall be at least eighty percent (80%), but shall not be dominated with aggressive native species including, but not limited to Ragweed (*Artemisia spp.*), Horsetail (*Erigeron canadensis*), Foxtail (*Alopecurus spp.* & *Setaria spp.*), Cottonwood (*Populus deltoids*), Box Elder (*Acer negundo*), Sandbar Willow (*Salix interior*), Cattails (*Typha spp.*), Barnyard Grass (*Echinochloa crusgalli*), etc.
 2. There shall be no area(s) greater than 0.25 m² that are devoid of vegetation.
 3. There shall be no rills or gullies present throughout the project area.
 4. The following FQA standards shall be achieved:
 - a. Based on the results of the meander survey, the goal is to have the Native Mean C-value increase each successive year after planting.
 - b. Based on the meander survey, the goal is to have the Native FQI increase each successive year.
 - c. By the end of the third growing season, each planting zone shall achieve or exceed the following FQA values:
 - 1) Native FQI – 21.0
 - 2) Native Mean C Value – 3.5

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- 3) The Native Mean W within any wetland zone shall be less than zero.
 5. Native plant coverage & distribution of species with C-values of 5 or less shall be within 20% of the "Percent by Seed Count" percentage listed on the original seed mix when measured by aerial coverage.
- 6.02 ACCEPTANCE – NATIVE HERBACEOUS PLANTING
- A. At least five (5) days prior to the desired date of inspection, the Developer shall submit a written request for inspection to VILLAGE.
 - B. Final Acceptance: The work shall be considered 100% complete after the year three performance criteria have been satisfied.

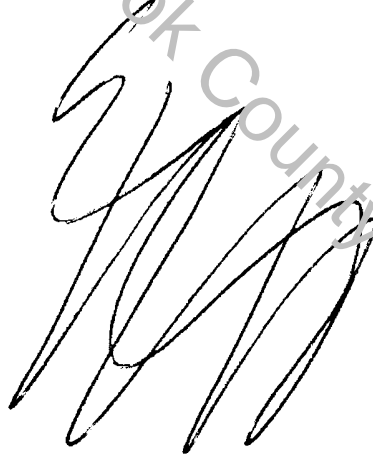
END OF NATURAL AREAS ESTABLISHMENT PROVISIONS

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INVASIVE SPECIES LIST

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APPENDIX - A

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EXHIBIT H - Natural Areas Establishment Provisions

- A. It is the responsibility of the Natural Areas Contractor to locate, identify, and eradicate any species that may endanger the successful establishment and long-term health of the specified native plant communities within the project area/site. Following is a list of common Exotic/Invasive Species and aggressive native weed species typically encountered during ecological restoration efforts that can inhibit the successful establishment of desirable native species. This list is not representative of the site and should not be considered an inventory. The list is separated into typical native plant communities that the weedy/exotic/invasive species are commonly associated with, however any of the listed species can grow in and may be found in any of the plant communities listed. The listed species shall at no time be allowed to establish or dominate any portion of the project site, regardless of which typical plant community it is listed under.

C. Exotic/Invasive Species List:

1. Woodlands/Savannas

- | | |
|---------------------------------------|-----------------------------|
| • <i>Acer negundo</i> | BOXELDER ² |
| • <i>Acer platanoides</i> | NORWAY MAPLE |
| • <i>Aegopodium podagraria</i> | GOUTWEED |
| • <i>Alliaria petiolata</i> | GARLIC MUSTARD |
| • <i>Euonymus alata</i> | BURNING BUSH |
| • <i>Lolium multiflorum</i> | ANNUAL RYE/ITALIAN RYEGRASS |
| • <i>Lonicera spp.</i> | HONEYSUCKLE (Non-Native) |
| • <i>Hesperis matronalis</i> | DAMES ROCKET |
| • <i>Pueraria Montana var. lobata</i> | KUDZU ¹ |
| • <i>Rhamnus cathartica</i> | COMMON BUCKTHORN |
| • <i>Rhamnus frangula</i> | GLOSSY BUCKTHORN |
| • <i>Robinia pseudo-acacia</i> | BLACK LOCUST |
| • <i>Rosa multiflora</i> | MULTIFLORA ROSE |

2. Wetlands

- | | |
|-------------------------------|---------------------------------|
| • <i>Agrostis gigantea</i> | REDTOP |
| • <i>Agrostis palustris</i> | CREeping BENTGRASS ² |
| • <i>Lythrum salicaria</i> | PURPLE LOOSESTRIFE |
| • <i>Phalaris arundinacea</i> | REED CANARY GRASS |
| • <i>Phragmites australis</i> | COMMON REED ¹ |
| • <i>Salix interior</i> | SANDBAR WILLOW ² |
| • <i>Typha angustifolia</i> | NARROWLEAF CATTAIL ² |
| • <i>Typha latifolia</i> | COMMON CATTAIL ² |

3. Prairies/Dunes

- | | |
|----------------------------------|-------------------------------|
| • <i>Ambrosia artemisiifolia</i> | COMMON RAGWEED ^{1,2} |
| • <i>Ambrosia trifida</i> | GIANT RAGWEED ^{1,2} |
| • <i>Bromus tectorum</i> | DOWNY BROME |
| • <i>Bromus inermis</i> | SMOOTH BROME |
| • <i>Canabis sativa</i> | MARIJUANA ¹ |
| • <i>Carduus nutans</i> | MUSK THISTLE ² |
| • <i>Centaurea maculosa</i> | SPOTTED Knapweed |
| • <i>Cirsium arvense</i> | CANADA THISTLE ¹ |
| • <i>Cirsium vulgare</i> | BULL THISTLE |
| • <i>Dactylis glomerata</i> | ORCHARDGRASS |

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EXHIBIT H - Natural Areas Establishment Provisions

• <i>Daucus carota</i>	QUEEN ANNE'S LACE
• <i>Dipsacus laciniatus</i>	CUTLEAF TEASEL
• <i>Dipsacus sylvestris</i>	COMMON TEASEL
• <i>Elaeagnus umbellata</i>	AUTUMN OLIVE
• <i>Elymus repens</i>	QUACKGRASS
• <i>Euphorbia esula</i>	LEAFY SPURGE
• <i>Hesperis matronalis</i>	DAMES ROCKET
• <i>Lolium multiflorum</i>	ANNUAL RYE/ITALIAN RYEGRASS
• <i>Lotus corniculatus</i>	BIRDS FOOT TREFOIL
• <i>Lotus x hybrida</i>	RED CLOVER
• <i>Lythrum salicaria</i>	TALL FESCUE
• <i>Medicago lupulina</i>	BLACK MEDIC
• <i>Medicago sativa</i>	ALFALFA
• <i>Melilotus alba</i>	WHITE SWEET CLOVER
• <i>Melilotus officinalis</i>	YELLOW SWEET CLOVER
• <i>Pastinaca sativa</i>	WILD PARSNIP
• <i>Poa pratensis</i>	KENTUCKY BLUEGRASS
• <i>Setaria spp.</i>	FOXTAIL/MILLET
• <i>Solidago sempervirens</i>	SEASIDE GOLDENROD
• <i>Sonchus olerensis</i>	PERENNIAL SOWTHISTLE ¹
• <i>Sorghum almum</i>	COLUMBUS GRASS ¹
• <i>Sorghum halepense</i>	JOHNSONGRASS ¹
• <i>Trifolium pretense</i>	RED CLOVER
• <i>Trifolium repens</i>	WHITE CLOVER
• <i>Verbascum blattaria</i>	MOTH MULLEIN
• <i>Verbascum Thapsus</i>	COMMON MULLEIN

¹Species are classified as a Noxious Weed in the State of Illinois as of the date of this document.

²Species are considered native or questionably native in the State of Illinois, but have an aggressive growth behavior requiring control.

END OF EXHIBIT A

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EXHIBIT H - Natural Areas Establishment Provisions

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EXHIBIT H - Natural Areas Establishment Provisions

APPROVED NATIVE SPECIES LISTS

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APPENDIX - B

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EXHIBIT H - Natural Areas Establishment Provisions



Buffalo Grass Lawn Seed Mix (Dry - Mesic Soils)

Base Mix Without Supplemental Plug	
Average Mix Height	4.5"
Maximum Mix Height	6.5"
Minimum Mix Height	2.5"
Number of Native Species in Mix	1
Number of Native Species	100.00%
Percentage of Native Species	24.13%
Native C-Value	0
Native W-Value	4
Native Wetness Category	Facultative - Equally likely to occur in wetlands or uplands (estimated 50% - 60% probability)

Mix Description: Pizzo's Buffalo Grass Lawn Mix provides an alternative to traditional high-maintenance turf grass, such as Kentucky Bluegrass, Fescue, and Rye. While not thought to be locally native to the Chicago Region (it is known to be native to Southern Illinois and in the Western U.S.), Bowie is a cultivar that has the ability to survive colder northern climates. Unlike traditional high-maintenance turf grass, Buffalo Grass is a slow grower with a maximum height of 4-8" requiring little or no mowing and less than 1" of water per week. It prefers full sun, however it will survive in partial or dappled shade conditions. Buffalo Grass is a warm-season grass, which means it will go dormant (turns golden brown) in the fall and it takes approximately a month longer to green-up in the spring when compared to traditional turf grass. Seeding of this mix should only occur in late spring/early summer when the soil temperatures reach 60-70° (typically late May - early July).

ACRONYM	SCIENTIFIC NAME	COMMON NAME	C-Value	W-Value	WETNESS	HEIGHT	COLOR	BLOOM TIME					SEEDS/OZ	OZ/ACRE	LBS/ACRE	% OF MIX	
								A	M	J	J	A				S	O
BUCDZC	<i>Bouteloua curtipendula</i>	BOWIE	3	4	FUL-	4-8" (5')	N/A						57,600	160,000	100.00%	100.00%	100.00%
Minercol Subtotals															100.00%	100.00%	100.00%
Direct Subtotals															0.00%	0.00%	0.00%
BASE MIX TOTALS															100.00%	100.00%	100.00%

- Notes:
- 1.) Pizzo recommends installing a Mycorrhizal Inoculant with the above seed mix at 40 lbs/acre
 - 2.) Prepare soil smoothed the same as for traditional turf seeding
 - 3.) Apply starter fertilizer the same as for traditional turf seeding
 - 4.) Because of the seeding timeframe, temporary Inoculant should be provided until establishment
 - 5.) **At no time should Annual nor Perennial Rye (*Lolium multiflorum* or *perenne*) be utilized as a cover crop**

Transitional Buffer Seed Mix (Dry - Mesic Soils)

Base Mix Without Supplemental Plug	
Average Mix Height	2.5"
Maximum Mix Height	4.5"
Minimum Mix Height	0.5"
Number of Native Species in Mix	2
Number of Native Species	62.00%
Percentage of Native Species	19.29%
Native C-Value	0
Native W-Value	4
Native Wetness Category	Facultative - Equally likely to occur in wetlands or uplands (estimated <1% probability)

Mix Description: Pizzo's Transitional Buffer Mix is designed as a short-grass native planting that can be installed between low, flat areas (turf grass areas, sidewalks, etc.) and the taller, more diverse prairie areas. Providing this buffer achieves multiple things: 1.) Since some taller prairie species can "top" and/or look "leggy" at the base, the short-grass buffer provides space so that taller plants will not flop onto the lawn or pavement, and it will also provide a visual screen to the lower, unattractive portion of the prairie; 2.) This buffer is easy to maintain with broadleaf herbicides, which gives a neat, "cared for" appearance that establishes a defined edge to the prairie; and 3.) Provides an all-grass buffer between lawn and prairie that will protect the broadleaf wildflowers in the prairie from annual "weed/seed" applications (which contain a broadleaf herbicide) to the lawn. The grasses in this mix are warm-season grasses, which means they will go dormant (turn golden brown) in the fall. Seeding of this mix should only occur in spring (typically before June 15th).

ACRONYM	SCIENTIFIC NAME	COMMON NAME	C-Value	W-Value	WETNESS	HEIGHT	COLOR	BLOOM TIME					SEEDS/OZ	OZ/ACRE	LBS/ACRE	% OF MIX	
								A	M	J	J	A				S	O
BOUKLR	<i>Bouteloua curtipendula</i>	SIDE-OATS GRAMA	3	5	UPL	2-7" (1.5')	N/A						6,000	160,000	60.00%	94.77%	75.78%
BUCDZC	<i>Bouteloua curtipendula</i>	BOWIE	3	4	FUL-	4-8" (5')	N/A						57,600	160,000	2.00%	3.23%	24.24%
Minercol Subtotals															62.00%	100.00%	100.00%
Direct Subtotals															0.00%	0.00%	0.00%
BASE MIX TOTALS															62.00%	100.00%	100.00%

Transitional Buffer Seed Mix (Mesic-Wet Soils)

Base Mix Without Supplemental Plug	
Average Mix Height	2.5"
Maximum Mix Height	4.5"
Minimum Mix Height	0.5"
Number of Native Species in Mix	3
Number of Native Species	98.00%
Percentage of Native Species	27.34%
Native C-Value	0
Native W-Value	5
Native Wetness Category	Facultative - Equally likely to occur in wetlands or uplands (estimated 50% - 60% probability). This mix denotes that the mix generally has a lower tolerance of occurring in wetlands than the "Facultative" species included, but a greater tolerance of occurring in uplands than a mix having the "Facultative" species included.

Mix Description: Pizzo's Transitional Buffer Mix is designed as a short-grass native planting that can be installed between low, flat areas (turf grass areas, sidewalks, etc.) and the taller, more diverse prairie areas. Providing this buffer achieves multiple things: 1.) Since some taller prairie species can "top" and/or look "leggy" at the base, the short-grass buffer provides space so that taller plants will not flop onto the lawn or pavement, and it will also provide a visual screen to the lower, unattractive portion of the prairie; 2.) This buffer is easy to maintain with broadleaf herbicides, which gives a neat, "cared for" appearance that establishes a defined edge to the prairie; and 3.) Provides an all-grass buffer between lawn and prairie that will protect the broadleaf wildflowers in the prairie from annual "weed/seed" applications (which contain a broadleaf herbicide) to the lawn. The grasses in this mix are warm-season grasses, which means they will go dormant (turn golden brown) in the fall. Seeding of this mix should only occur in spring (typically before June 15th).

ACRONYM	SCIENTIFIC NAME	COMMON NAME	C-Value	W-Value	WETNESS	HEIGHT	COLOR	BLOOM TIME					SEEDS/OZ	OZ/ACRE	LBS/ACRE	% OF MIX	
								A	M	J	J	A				S	O
ANDDCC	<i>Andropogon distachyoides</i>	LITTLE BLUESTEM GRASS	5	4	FACH-	2-7" (3')	N/A						15,000	160,000	70.00%	32.89%	49.57%
BOUKLR	<i>Bouteloua curtipendula</i>	SIDE-OATS GRAMA	3	5	UPL	2-7" (1.5')	N/A						6,000	160,000	15.00%	98.47%	54.87%
BUCDZC	<i>Bouteloua curtipendula</i>	BOWIE	3	4	FUL-	4-8" (5')	N/A						57,600	160,000	1.00%	2.63%	19.04%
CWVULP	<i>Carex vulpocarpa</i>	BROWN FOX SEDGE	2	5	DR	2-4" (3')	N/A						100,000	16,000	1.00%	2.63%	16.37%
Minercol Subtotals															98.00%	100.00%	100.00%
Direct Subtotals															0.00%	0.00%	0.00%
BASE MIX TOTALS															98.00%	100.00%	100.00%

- Notes:
- 1.) Pizzo recommends installing a Mycorrhizal Inoculant with the above seed mix at 40 lbs/acre
 - 2.) For spring planting, Pizzo recommends installing a cover crop of Seed Oats (*Avena sativa*) with the above seed mix at 40 lbs/acre
 - 3.) For fall planting, Pizzo recommends installing a cover crop of ReGreen (a Winter Wheat x Wheatgrass Sterile Hybrid) with the above mix at 50 lbs/acre
 - 4.) **At no time should Annual nor Perennial Rye (*Lolium multiflorum* or *perenne*) be utilized as a cover crop**

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- 1) Pizio recommends installing a Mycorrhizal inoculant with the above seed mix at 40 lbs/acre.
- 2) For planting Pizio recommends installing a cover crop of Rye (Avena sativa) with the above seed mix at 40 lbs/acre.
- 3) For planting Pizio recommends installing a cover crop of Rye (Avena sativa) with the above seed mix at 50 lbs/acre.
- 4) *No time should be wasted for Perennial Ryegrass (Lolium perenne) or Perennial Ryegrass (Lolium perenne) be utilized as a cover crop.

ACRONYM	SCIENTIFIC NAME	COMMON NAME	Cultivar	Mature Height	Mature Width	Mature Depth	Mature Weight	Mature Color	Mature Texture	Mature Shape	Mature Growth	Mature Yield	% OF MIX				
													SEEDS/OZ	SEEDS/LB	SEEDS/TON		
ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN
ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN
ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN
ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN	ALCORN

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EXHIBIT H - Natural Areas Establishment Provisions

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- 1) For fall planting, Pizzo recommends installing a cover crop of Seed Oats (Avena sativa) with the above seed mix at 40 lbs/acre
- 2) For spring planting, Pizzo recommends installing a cover crop of Seed Oats (Avena sativa) with the above seed mix at 40 lbs/acre
- 3) For fall planting, Pizzo recommends installing a cover crop of Redken (A Winter Wheat x Wheat x Strife Hybrid) with the above mix at 50 lbs/acre
- 4) *Not all cover crops should be planted in a cover crop of Redken (A Winter Wheat x Wheat x Strife Hybrid) with the above mix at 50 lbs/acre

Notes: Pizzo recommends installing a cover crop of Seed Oats (Avena sativa) with the above seed mix at 40 lbs/acre. For fall planting, Pizzo recommends installing a cover crop of Redken (A Winter Wheat x Wheat x Strife Hybrid) with the above mix at 50 lbs/acre. For spring planting, Pizzo recommends installing a cover crop of Seed Oats (Avena sativa) with the above seed mix at 40 lbs/acre.

COMMON NAME	SCIENTIFIC NAME	C-VALUE	WINTER WETNESS	HEIGHT	MATURE COLOR	BLOOM TIME	SEEDS/ACRE				PUS/ACRE	MUS/ACRE	% OF MIX
							SEEDS/ACRE	OSZ/ACRE	OSZ/ACRE	OSZ/ACRE			
ALFALFA	Luceola cracca	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BEAN	Vicia faba	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%

COMMON NAME	SCIENTIFIC NAME	C-VALUE	WINTER WETNESS	HEIGHT	MATURE COLOR	BLOOM TIME	SEEDS/ACRE				PUS/ACRE	MUS/ACRE	% OF MIX
							SEEDS/ACRE	OSZ/ACRE	OSZ/ACRE	OSZ/ACRE			
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%

COMMON NAME	SCIENTIFIC NAME	C-VALUE	WINTER WETNESS	HEIGHT	MATURE COLOR	BLOOM TIME	SEEDS/ACRE				PUS/ACRE	MUS/ACRE	% OF MIX
							SEEDS/ACRE	OSZ/ACRE	OSZ/ACRE	OSZ/ACRE			
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%

COMMON NAME	SCIENTIFIC NAME	C-VALUE	WINTER WETNESS	HEIGHT	MATURE COLOR	BLOOM TIME	SEEDS/ACRE				PUS/ACRE	MUS/ACRE	% OF MIX
							SEEDS/ACRE	OSZ/ACRE	OSZ/ACRE	OSZ/ACRE			
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%

COMMON NAME	SCIENTIFIC NAME	C-VALUE	WINTER WETNESS	HEIGHT	MATURE COLOR	BLOOM TIME	SEEDS/ACRE				PUS/ACRE	MUS/ACRE	% OF MIX
							SEEDS/ACRE	OSZ/ACRE	OSZ/ACRE	OSZ/ACRE			
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%

COMMON NAME	SCIENTIFIC NAME	C-VALUE	WINTER WETNESS	HEIGHT	MATURE COLOR	BLOOM TIME	SEEDS/ACRE				PUS/ACRE	MUS/ACRE	% OF MIX
							SEEDS/ACRE	OSZ/ACRE	OSZ/ACRE	OSZ/ACRE			
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%
BERBERIS	Berberis aquifolium	10	5	4-5 (1)	pink	1-10	15,000	15,000	15,000	4.00	15.5%	4.00	15.5%

Key Statistics:

Mix Description: Pizzo's Dry Bottom Denon Basin Mix is designed for sunny areas that flood periodically for short periods of time ranging from 2-4 hours, but remain mesic for most of the growing season. It is composed of species that tolerate fluctuating water levels & poor water quality, and is ideal for planting in the bottom of dry-bottom detention basins within the "Bounce Zone" on detention basin slopes. dry-bottom blowers, large rain gardens and within open woodlands. This is a medium height for a water over 60% of seeds typically averaging 3' high or less at maturity and almost 1.5% of seeds typically averaging 5' high or more. While this mix does provide flowering species from April-October, it is designed to be a bit grass heavy (particular for fall) with most 65% of seeds being grass & seed species. Pizzo designed the mix in this fashion to insure excellent erosion control when used in stormwater applications. This mix can be supplemented with the recommended plug list provided below to add diversity, color, and reference to the long term health of your naturalized basin.

Notes: Pizzo's Dry Bottom Denon Basin Mix is designed for sunny areas that flood periodically for short periods of time ranging from 2-4 hours, but remain mesic for most of the growing season. It is composed of species that tolerate fluctuating water levels & poor water quality, and is ideal for planting in the bottom of dry-bottom detention basins within the "Bounce Zone" on detention basin slopes. dry-bottom blowers, large rain gardens and within open woodlands. This is a medium height for a water over 60% of seeds typically averaging 3' high or less at maturity and almost 1.5% of seeds typically averaging 5' high or more. While this mix does provide flowering species from April-October, it is designed to be a bit grass heavy (particular for fall) with most 65% of seeds being grass & seed species. Pizzo designed the mix in this fashion to insure excellent erosion control when used in stormwater applications. This mix can be supplemented with the recommended plug list provided below to add diversity, color, and reference to the long term health of your naturalized basin.

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EXHIBIT H - Natural Areas Establishment Provisions

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1) Pizzo recommends installing a Mycorrhizal Inoculant with the above seed mix at 40 lbs/acre.
 2) For fall planting, Pizzo recommends installing a cover crop of Seed Oats (Winter Wheat x Wheatgrass Stevie Hybrid) with the above seed mix at 40 lbs/acre.
 3) For spring planting, Pizzo recommends installing a cover crop of Seed Oats (Winter Wheat x Wheatgrass Stevie Hybrid) with the above seed mix at 50 lbs/acre.
 4) *No time should be spent on Perennial Ryegrass (Lolium multiflorum) or perennials (as listed as a cover crop).

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COMMON NAME	SCIENTIFIC NAME	COMMON NAME	SCIENTIFIC NAME	HEIGHT	WEIGHTS	W. NAME	C. NAME	W. NAME	C. NAME	BLOOM TIME	SEEDS/02	WT./ACRE	% OF MIX
COMMON BLUE BELL	CAMPHYLIDEN DODECAY	COMMON BLUE BELL	CAMPHYLIDEN DODECAY	2-3'	3.5'	0.01	0.01	0.01	0.01	10000	1.00	0.01	
COMMON BLUE BELL	CAMPHYLIDEN DODECAY	COMMON BLUE BELL	CAMPHYLIDEN DODECAY	2-3'	3.5'	0.01	0.01	0.01	0.01	10000	1.00	0.01	
COMMON BLUE BELL	CAMPHYLIDEN DODECAY	COMMON BLUE BELL	CAMPHYLIDEN DODECAY	2-3'	3.5'	0.01	0.01	0.01	0.01	10000	1.00	0.01	
COMMON BLUE BELL	CAMPHYLIDEN DODECAY	COMMON BLUE BELL	CAMPHYLIDEN DODECAY	2-3'	3.5'	0.01	0.01	0.01	0.01	10000	1.00	0.01	
COMMON BLUE BELL	CAMPHYLIDEN DODECAY	COMMON BLUE BELL	CAMPHYLIDEN DODECAY	2-3'	3.5'	0.01	0.01	0.01	0.01	10000	1.00	0.01	

EMERGENT SEED MIX (2-6" Water Depth)

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1322522077 Page: 62 of 73

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1) At no time should Annual nor Perennial Ryegrass (Agrostis polystachya) be utilized as a cover crop
2) At no time should Creeping Bent Grass (Agrostis polystachya) be used as a cover crop

ACRONYM	SCIENTIFIC NAME	COMMON NAME	C-Value	W-Value	WETNESS	HEIGHT	COLOR	BLOOM TIME	Units	Size
ACQAL	<i>Acorus calamus</i>	SWEET FLAG	7	-5	OBL	1.3 (2)	Green	A M J J A S O	each	2" potted
AUSUB	<i>Alyssa subcordata</i>	COMMON WATER PLANTAIN	4	-5	OBL	1.3 (2)	White	A M J J A S O	each	2" potted
ASQNC	<i>Asclepias speciosa</i>	SWAMP MILKWEEED	4	-5	OBL	3.5 (4)	Magenta	A M J J A S O	each	2" potted
BRMANM	<i>Burmannia maritima</i>	SPOTTED JOE PEE WEEED	4	-5	OBL	4.7 (5)	Pink	A M J J A S O	each	2" potted
HBLAE	<i>Hibiscus laevis</i>	HALBERD-LEAVED ROSE MALLOW	6	-5	OBL	3.6 (5)	Pink	A M J J A S O	each	2" potted
HLWIS	<i>Lespedeza bicolor</i>	BLUE FLAG	4	-5	OBL	2.4 (3)	Blue	A M J J A S O	each	2" potted
PLASP	<i>Liatris scariosa</i>	MARSH BLAZING STAR	6	-5	OBL	2.4 (3)	Purple	A M J J A S O	each	2" potted
LDBCAR	<i>Loelia cardinals</i>	CARDINAL FLOWER	7	-5	OBL	3.5 (4)	Purple	A M J J A S O	each	2" potted
LYTALA	<i>Lytium obtusum</i>	WINGED LOOSESTRIKE	7	-5	OBL	2.4 (3)	Red	A M J J A S O	each	2" potted
NOGSEN	<i>Onoclea sensibilis</i>	SENSITIVE FERN	8	-3	FACH	1.2 (1.5)	N/A	A M J J A S O	each	2" potted
PELYRN	<i>Peltandra virginica</i>	ARROW ARUM	8	-3	FACH	1.2 (1.5)	N/A	A M J J A S O	each	2" potted
PONDOR	<i>Pontederia cordata</i>	SPOTTED BLUE LOTUS	10	-5	OBL	2.5 (4)	Green	A M J J A S O	each	2" potted
SGLAT	<i>Sagittaria latifolia</i>	COMMON ARROWHEAD	4	-5	OBL	2.4 (3)	White	A M J J A S O	each	2" potted
SCLRID	<i>Solidago rigida</i>	RIDGE'S GOLDENROD	7	-5	OBL	2.4 (3)	Yellow	A M J J A S O	each	2" potted
SPAUR	<i>Sporogonium eurycarpum</i>	COMMON BUR REED	6	-5	OBL	3.5 (4)	White	A M J J A S O	each	2" potted
ACRONYM <th>SCIENTIFIC NAME</th> <th>COMMON NAME</th> <th>C-Value</th> <th>W-Value</th> <th>WETNESS</th> <th>HEIGHT</th> <th>COLOR</th> <th>BLOOM TIME</th> <th>Units</th> <th>Size</th>	SCIENTIFIC NAME	COMMON NAME	C-Value	W-Value	WETNESS	HEIGHT	COLOR	BLOOM TIME	Units	Size
GCXOM	<i>Carex oarosa</i>	BRISTLE SEDGE	5	-5	OBL	1.3 (2)	N/A	A M J J A S O	each	2" potted
GCXEMO	<i>Carex eriopora</i>	RIVERBANK SEDGE	6	-5	OBL	2.4 (3)	N/A	A M J J A S O	each	2" potted
GCXNST	<i>Carex hystericina</i>	PORQUINE SEDGE	5	-5	OBL	2.4 (3)	N/A	A M J J A S O	each	2" potted
GCXLOU	<i>Carex lasiocarpa</i>	COMMON LAKE SEDGE	8	-5	OBL	2.4 (3)	N/A	A M J J A S O	each	2" potted
GCXLPN	<i>Carex lupulina</i>	COMMON HOP SEDGE	7	-5	OBL	2.4 (3)	N/A	A M J J A S O	each	2" potted
GCXLUH	<i>Carex lyrida</i>	COMMON HOP SEDGE	7	-5	OBL	2.4 (3)	N/A	A M J J A S O	each	2" potted
GCXSTI	<i>Carex stricta</i>	BULL TUBEROSE SEDGE	8	-5	OBL	2.4 (3)	N/A	A M J J A S O	each	2" potted
GCXTRI	<i>Carex stricta</i>	COMMON TUSsock SEDGE	5	-5	OBL	2.4 (3)	N/A	A M J J A S O	each	2" potted
GCXULP	<i>Carex vulpinoidea</i>	BLOWN TUSsock SEDGE	2	-5	OBL	2.4 (3)	N/A	A M J J A S O	each	2" potted
GCXOAT	<i>Carex oariformis</i>	DARK GREEN TUSsock	4	-5	OBL	3.6 (5)	N/A	A M J J A S O	each	2" potted
GCXOCP	<i>Carex oxymeris</i>	WOLF GRASS	6	-5	OBL	3.5 (4)	N/A	A M J J A S O	each	2" potted
GCXVAC	<i>Carex vagans</i>	GREAT BURBUCK	5	-5	OBL	4.7 (5.5)	N/A	A M J J A S O	each	2" potted

Shoreline Plug Mix

MIX RATIOS

Base Mix Volume Supplied Plug

2010 Pizzzo & Associates, Ltd. Pizzzo & Associates, Ltd. • 126 Railroad Street, P.O. Box 98 Lehigh, IL 60531 • P: 815.495.2300, F: 815.498.4406, www.pizzzo.info

ECOLOGICAL RESTORATION

PIZZO

Mix Description: Designed for shoreline applications from normal water level (NWL) to 6" water depth.

Mix Weight: 1.5 (M) 2.4 (S) 1.5 (D)

Number of Native Species in Mix: 36

Native Species: 30.2

Native Species: 5.9

Native Species: 1.7

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Species	Common Name	Minimum Purity%	Minimum Viability%
<i>Actinomeris alternifolia</i>	WINGSTEM	80.00	80.00
<i>Allium cernuum</i>	NODDING WILD ONION	98.00	95.00
<i>Allisma subcordatum</i>	COMMON WATER PLANTAIN	95.00	85.00
<i>Amorpha canescens</i>	LEAD PLANT	98.00	90.00
<i>Andropogon gerardii</i>	BIG BLUESTEM GRASS	85.00	85.00
<i>Andropogon scoparius</i>	LITTLE BLUESTEM GRASS	75.00	85.00
<i>Asclepias incarnata</i>	SWAMP MILKWEED	98.00	95.00
<i>Asclepias tuberosa</i>	BUTTERFLY WEED	98.00	70.00
<i>Aster azureus</i>	SKY-BLUE ASTER	98.00	70.00
<i>Aster ericoides</i>	HEATH ASTER	98.00	75.00
<i>Aster laevis</i>	SMOOTH BLUE ASTER	98.00	95.00
<i>Aster novae-angliae</i>	NEW ENGLAND ASTER	95.00	85.00
<i>Aster umbellatus</i>	FLAT-TOP ASTER	95.00	70.00
<i>Astragalus canadensis</i>	CANADIAN MILK VETCH	95.00	80.00
<i>Baptisia leucantha</i>	WHITE WILD INDIGO	98.00	85.00
<i>Bidens cernua</i>	NODDING BUR MARIGOLD	90.00	70.00
<i>Bidens coronata</i>	FALL SWAMP MARIGOLD	90.00	70.00
<i>Boltonia latisquama recognita</i>	FALSE ASTER	98.00	75.00
<i>Bouteloua curtipendula</i>	SIDE-OAT GRAMA	98.00	80.00
<i>Buchloe dactyloides 'BOWIE'</i>	BOWIE BUFFALO GRASS	85.00	70.00
<i>Calamagrostis canadensis</i>	BLUE JOINT GRASS	85.00	70.00
<i>Carex bebbii</i>	BEBB'S OVAL SEDGE	98.00	80.00
<i>Carex breviflora</i>	PLAINS OVAL SEDGE	98.00	80.00
<i>Carex comosa</i>	BRISTLY SEDGE	98.00	90.00
<i>Carex cristatella</i>	CRESTED OVAL SEDGE	98.00	80.00
<i>Carex frankii</i>	BRISTLY CATTAIL SEDGE	98.00	80.00
<i>Carex hystericina</i>	PORCUPINE SEDGE	98.00	80.00
<i>Carex lacustris</i>	COMMON LAKE SEDGE	98.00	80.00
<i>Carex lurida</i>	BOTTLEBRUSH SEDGE	98.00	80.00
<i>Carex scoparia</i>	LANCE-FRUITED OVAL SEDGE	98.00	80.00
<i>Carex stipata</i>	COMMON FOX SEDGE	98.00	70.00
<i>Carex stricta</i>	COMMON TUSSOCK SEDGE	95.00	75.00
<i>Carex vulpinoidea</i>	BROWN FOX SEDGE	98.00	95.00
<i>Cassia fasciculata</i>	PARTRIDGE PEA	98.00	90.00
<i>Cassia hebecarpa</i>	WILD SENNA	95.00	80.00
<i>Chelone glabra</i>	TURTLEHEAD	95.00	80.00
<i>Coreopsis palmata</i>	PRAIRIE COREOPSIS	95.00	85.00
<i>Coreopsis tripteris</i>	TALL COREOPSIS	85.00	80.00
<i>Desmanthus illinoensis</i>	ILLINOIS SENSITIVE PLANT	98.00	90.00
<i>Desmodium canadense</i>	SHOWY TICK TREFOIL	98.00	95.00
<i>Echinacea pallida</i>	PALE PURPLE CONEFLOWER	98.00	90.00
<i>Echinacea purpurea</i>	PURPLE CONEFLOWER	98.00	90.00

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70.00	85.00	NEEDLE SPIKE RUSH	<i>Eleocharis acicularis</i>
70.00	85.00	RED-ROOTED SPIKE RUSH	<i>Eleocharis erythropoda</i>
70.00	95.00	CANADA WILD RYE	<i>Elymus canadensis</i>
70.00	95.00	VIRGINIA WILD RYE	<i>Elymus virginicus</i>
90.00	95.00	RATTLESNAKE MASTER	<i>Eryngium yuccifolium</i>
95.00	98.00	SPOTTED JOE PYE WEED	<i>Eupatorium maculatum</i>
80.00	85.00	COMMON BONSET	<i>Eupatorium perfoliatum</i>
70.00	85.00	FLOWERING SPURGE	<i>Euphorbia corollata</i>
70.00	85.00	NORTHERN BEDSTRAW	<i>Galium boreale</i>
90.00	98.00	FOWL MANNA GRASS	<i>Glyceria striata</i>
80.00	90.00	SNEEZEWEED	<i>Helianthus autumnale</i>
95.00	98.00	FALSE SUNFLOWER	<i>Helianthus scaberrimus</i>
80.00	98.00	HALBERD-LEAVED ROSE MALLOW	<i>Hibiscus laevis</i>
70.00	85.00	ORANGE JEWELWEED	<i>Impatiens capensis</i>
80.00	98.00	BLUE FLAG	<i>Iris virginica shrevei</i>
80.00	98.00	DUDLEY'S RUSH	<i>Juncus dudleyi</i>
80.00	98.00	COMMON RUSH	<i>Juncus effusus</i>
80.00	98.00	TORREY'S RUSH	<i>Juncus torreyi</i>
85.00	90.00	RICE CUT GRASS	<i>Leersia oryzoides</i>
95.00	98.00	ROUND-HEADED BUSH CLOVER	<i>Lespedeza capitata</i>
85.00	98.00	ROUGH BLAZING STAR	<i>Liatris aspera</i>
90.00	98.00	GREAT BLUE LOBELIA	<i>Lobelia siphilitica</i>
90.00	90.00	SEEDBOX	<i>Ludwigia alternifolia</i>
80.00	95.00	COMMON WATER HOREHOUND	<i>Lycopus americanus</i>
85.00	95.00	WINGED LOOSESTRIFE	<i>Lythrum alatum</i>
70.00	98.00	WILD MINT	<i>Mentha arvensis villosa</i>
70.00	95.00	MONKEY FLOWER	<i>Mimulus ringens</i>
90.00	95.00	WILD BERGAMOT	<i>Monarda fistulosa</i>
70.00	95.00	SWITCH GRASS	<i>Panicum virgatum</i>
80.00	90.00	WILD QUININE	<i>Parthenium integrifolium</i>
85.00	90.00	FOXGLOVE BEARD TONGUE	<i>Penstemon digitalis</i>
90.00	70.00	DITCH STONECROP	<i>Penthorum sedoides</i>
95.00	85.00	PURPLE PRAIRIE CLOVER	<i>Petalostemum purpureum</i>
80.00	98.00	SAND PRAIRIE PHLOX	<i>Phlox pilosa</i>
90.00	98.00	OBEDIENT PLANT	<i>Physostegia virginiana</i>
50.00	98.00	PICKEREL WEED	<i>Pontederia cordata</i>
90.00	85.00	PRAIRIE CINQUEFOIL	<i>Potentilla arguta</i>
80.00	98.00	SLENDER MOUNTAIN MINT	<i>Pycnanthemum tenuifolium</i>
90.00	98.00	COMMON MOUNTAIN MINT	<i>Pycnanthemum virginianum</i>
90.00	98.00	YELLOW CONEFLOWER	<i>Ratibida pinnata</i>
90.00	98.00	BLACK-EYED SUSAN	<i>Rudbeckia hirta</i>
90.00	98.00	SHOWY BLACK-EYED SUSAN	<i>Rudbeckia speciosa sullivanti</i>
90.00	90.00	SWEET BLACK-EYED SUSAN	<i>Rudbeckia subtomentosa</i>
80.00	90.00	BROWN-EYED SUSAN	<i>Rudbeckia triloba</i>
90.00	95.00	COMMON ARROWHEAD	<i>Sagittaria latifolia</i>

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Definitions: The percent of seed that was active germinable seed, dormant seed, and hard seed during testing or the percent viability proven by tetrazolium (tz) testing

Purity%: The percent of the contained material that is not inert. Inert materials include other plant material, sand, and other debris, non-inert (pure) materials are actual seeds

<i>Scirpus atrovirens</i>	DARK GREEN RUSH	98.00	95.00
<i>Scirpus cyperinus</i>	WOOL GRASS	98.00	90.00
<i>Scirpus validus creber</i>	GREAT BULRUSH	98.00	90.00
<i>Silphium laciniatum</i>	COMPASS PLANT	90.00	95.00
<i>Silphium perfoliatum</i>	CUP PLANT	90.00	90.00
<i>Solidago graminifolia</i>	COMMON GRASS-LEAVED GOLDENROD	90.00	90.00
<i>Solidago juncea</i>	EARLY GOLDENROD	98.00	80.00
<i>Solidago rigida</i>	STIFF GOLDENROD	98.00	90.00
<i>Sorghastrum nutans</i>	INDIAN GRASS	95.00	85.00
<i>Spartina pectinata</i>	PRAIRIE CORD GRASS	90.00	90.00
<i>Thalictrum dasycarpum</i>	PURPLE MEADOW RUE	98.00	85.00
<i>Tradescantia ohlensis</i>	COMMON SPIDERWORT	98.00	70.00
<i>Verbena hastata</i>	BLUE VERVAIN	95.00	95.00
<i>Verbena stricta</i>	HOARY VERVAIN	95.00	80.00
<i>Vernonia fasciculata</i>	COMMON IRONWEED	90.00	80.00
<i>Zizia aurea</i>	GOLDEN ALEXANDERS	98.00	95.00

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APPENDIX - C

TYPICAL CROSS SECTIONS

EXHIBIT H - Natural Areas Establishment Provisions

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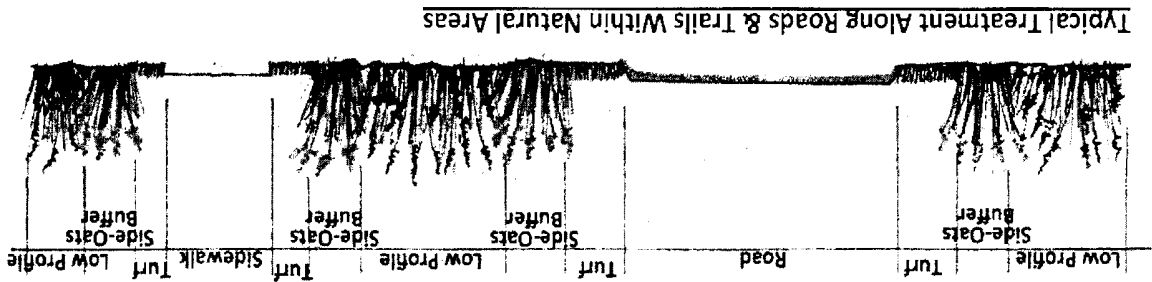
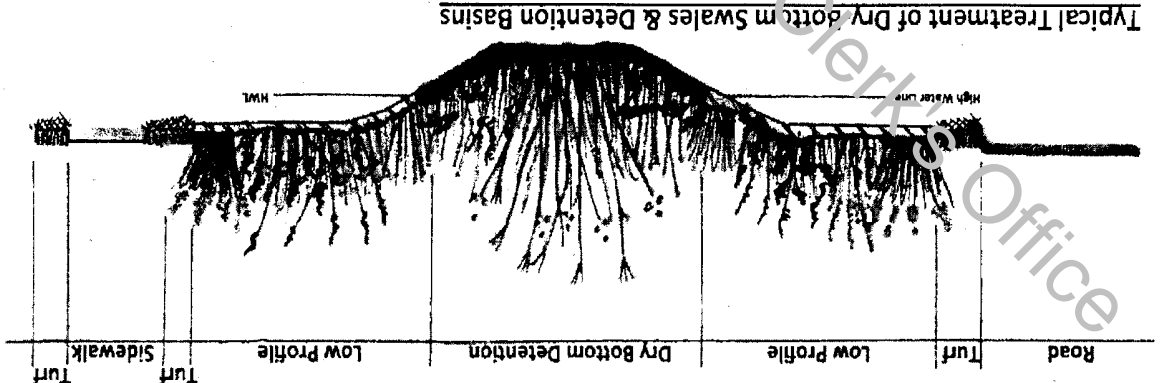
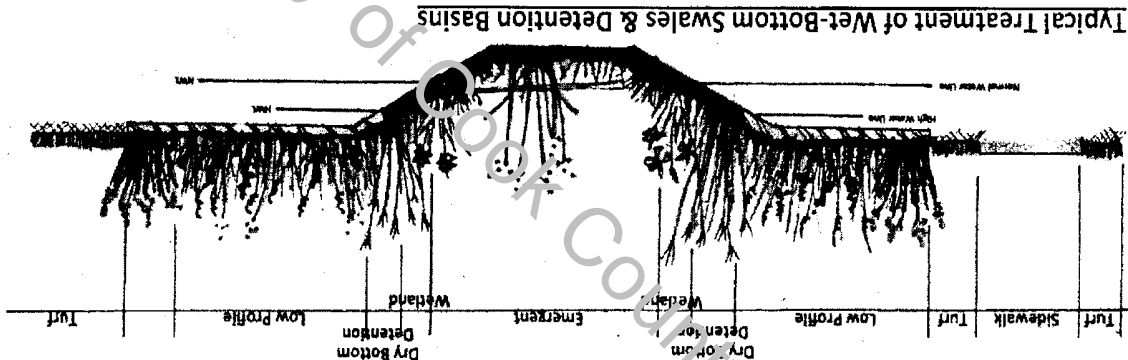
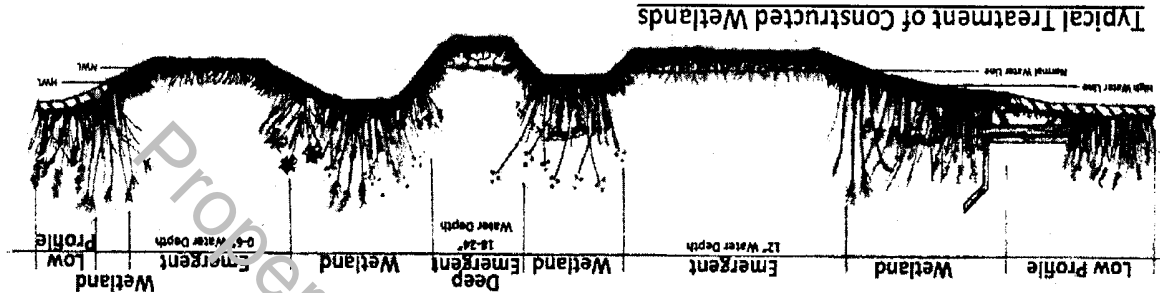


EXHIBIT H - Natural Areas Establishment Provisions

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EXHIBIT I – Cash Contributions Schedule

<i>Contributed to/for</i>	<i>Two-bedroom home*</i>	<i>Three-bedroom home*</i>	<i>Four-bedroom home*</i>
School District 113A	\$620.77	\$1,817.93	\$2,765.87
School District 210	\$80.00	\$736.00	\$1,440.00
Lemont Fire Protection District	\$100.00	\$100.00	\$100.00
Library District	\$92.00	\$112.22	\$171.68
Public Safety	\$750.00	\$750.00	\$750.00
Water Improvement	\$1,000.00	\$1,000.00	\$1,000.00
Annexation fee	\$187.50	\$187.50	\$187.50
Park District	\$0.00	\$0.00	\$0.00
Total per single-family detached residence	\$2,830.27	\$4,723.65	\$6,415.05

*Any room that has: (1) a solid-core door and (2) a window and (3) a closet shall be considered a bedroom. Additionally, any room that meets building code requirements for a "sleeping room" shall be considered a bedroom.

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TOPOGRAPHY
 SANITARY SEWERS
 WATER MAINS
 TRAFFIC CONTROL
 LAND PLANNING
 STORM DRAINAGE
 STREET PAVING
 STREET LIGHTING

FEASIBILITY STUDIES

We previously sent Drainage Plans and Calculations to the Village of Homer Glen for review. We then met with the Village and their engineering consultant. At our meeting, it was agreed that the outfall from Detention Areas No. 5 and No. 6 could connect directly to the storm sewer systems just south of the project in the existing Erin Hills subdivision.

It is our understanding that a utility easement exists adjacent to Lots 144-185 in Erin Hills Units 3 and 4A.

REPORTS

1, 2. A note has been added to the sheet stating that "all reasonable efforts will be made by the developer to provide a direct storm sewer connection for the proposed outfalls for Detention Areas No. 5 and No. 6."

Sheet 3

The Typical Road Cross-Section Detail has been revised to indicate "Mix D" for the HMA Surface Course

Sheet 2

Preliminary Engineering Plans

Following is our response to the numbered comments in your December 7, 2012 review letter:

Dear Jim:

Re: Kettering
 Lemont, Illinois

Mr. James L. Callika
 Acting Village Engineer
 Village of Lemont
 418 Main Street
 Lemont, Illinois 60439

December 11, 2012

79 NORTH BROADWAY
 DES PLAINES, IL 60016
 PHONE: (847) 298-4525
 FAX: (847) 298-8663

Consulting Civil Engineers

BRANECKI-VIRGILIO & ASSOCIATES

RESIDENTIAL SUBDIVISIONS
 COMMERCIAL AND INDUSTRIAL DEVELOPMENTS
 MUNICIPAL IMPROVEMENTS

WATER SUPPLY

SEWAGE TREATMENT AND DISPOSAL

INDUSTRIAL WASTES

ESTIMATES

INSPECTION

SUPERVISION

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1. As discussed, at the time of final engineering for Parker Road, we will prepare storm sewer calculations for the proposed culvert and inlet system at the northern access onto Parker Road.

Sheet 2

Preliminary Engineering Plans for Parker Road

The proposed HMA surface course is now noted to be "Mix D".

Derby Road Exhibit

The storm water management design for this project attempts to maintain the existing north-south drainage divide as much as is practically possible. These watershed values were taken from the Drainage Plans and Storm Water Management Report previously approved by Mr. Sig Vaznells, Morris Engineering, the Village's Stormwater Drainage Consultant for this project.

South Watershed	Approx. 55.3 Ac.	Approx. 55.3 Ac.
North Watershed	Approx. 75.8 Ac.	Approx. 75.8 Ac.
	Pre-Development	Post-Development

Drainage Area Divide

We have more prominently indicated the major North-South Drainage Divide. The approximate pre- and post-development areas within each divide are now shown on the following table that has been added to Sheet 4 of the Preliminary Plans:

Sheet 4

4. The location of storm manholes and storm catch basins will be determined during the final engineering phase of the project.
 3. As previously discussed, the watermain stub to Parker Road on Huntmaster Lane is now shown to be 12-inch diameter.
- The Village of Homer Glen advised us that they would contact the adjacent property owners on our behalf at the time of final engineering design informing the property owners of the planned storm sewer construction.

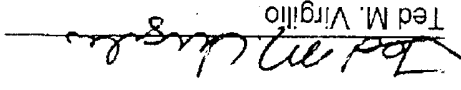
Mr. James L. Cainkar
Village of Lemont

December 11, 2012

Page 2

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cc: Glen Oak Estates, LLC


Ted M. Virgilio

Yours truly,
BranECKI-Virgilio & Associates, Inc.

We thank you in advance for your prompt attention to this matter, and if there are any questions, please call.

Once we receive approval, we will submit the required number of revised engineering documents to the Village.

It is our understanding that prior to revising the Engineering Exhibits to the Annexation Agreement, you will obtain approval to the above-listed responses to your review comments from Mr. Ben Wehmeir, Village Administrator and Mr. James Brown, Village Planning and Economic Development Director.

In accordance with Village requirements, the Typical Street Cross-Section Station 15+00 to Station 26+56 now shows the installation of a geotechnical fabric under the 4-inch aggregate base course.

Sheet 4

3. The developer has not agreed to and is not intending to install a bike path along 131st Street fronting the project.
2. A note has been added to the cross-sections where the existing pavement is to remain, stating that any additional pavement needed to be added, in order to provide for a 22 ft. wide roadway width, shall be full-depth HMA.
1. The details now indicate that the grading for the proposed bike path shall conform to a maximum 2% cross-slope and a maximum 8.33% longitudinal slope.

Sheet 3

2. A note has been added to the sheet stating: "The existing culvert at Station 22+00 will be replaced. The culvert size shall be determined at the time of final engineering."

Mr. James L. Cainkar
Village of Lemont

December 11, 2012

Page 3

BRANECKI-VIRGILIO & ASSOCIATES

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EXHIBIT

ATTACHED TO

~~17
 12
 34
 72
 104~~
 / Pgs DoubleFold
 106 Pgs

1322522077

DOCUMENT

SEE PLAT INDEX

RECORDING FEE 248
 DATE 8-13-13 COPIES 6
 OK BY Bmw