

Doc#: 1328219110 Fee: \$114.00

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds

Date: 10/09/2013 04:37 PM Pg: 1 of 39

AMENDED AND RESTATED IMPROVEMENT & MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED IMPROVEMENT & MAINTENANCE AGREEMENT made and entered into this 28th day of May, 2013 by and between the VILLAGE OF LA GRANGE PARK, a municipal corporation of the State of Illinois, having its principal offices at 447 N. Catherine Ave, La Grange Park, Illinois 60526 (hereinafter called "VILLAGE") and McNaughton Development, Inc. (hereinafter called "DEVELOPER").

WITNESSETH:

WHEREAS, on or about January 7, 2013, DEVELOPER, as applicant, filed an application for subdivision plat approval with respect to the property legally described on Exhibic "A", attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY") so as to permit the construction of nine lot single-family subdivision and related improvements; and

WHEREAS, the VILLAGE approved the nine (9) lot single family subdivision and the VILLAGE and DEVELOPER, on February 26, 2013, executed an Improvement and Maintenance Agreement to insure the completion of certain improvements in accordance with applicable

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VILLAGE ordinances and/or agreements between the VILLAGE and DEVELOPER; and

WHEREAS, on May 2, 2013, before recordation of the Plat of Subdivision, DEVELOPER filed an amended Plat of Subdivision for an eight (8) lot subdivision, with reconfigured easements, a copy of which is attached hereto as Exhibit "B" and which is, by this reference, incorporated herein, and which plat has been approved by the Plan Commission of the VILLAGE (the "Plat of Subdivision"); and

WHEREAS, the VILLAGE is willing to approve the Plat of Subdivision, provided that DEVELOPER and VILLAGE execute this Amended and Restated Improvement and Maintenance Agreement (referred to below as the 'Agreement").

NOW, THEREFORE, it is mutually agreed as follows:

- 1. DEVELOPER shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the following improvements on the SUBJECT REALTY (the "IMPROVEMENTS" or individually, the "IMPROVEMENT"):
 - A. Street Paving including base and binder course, curb and gutter.
 - B. Street Paving, surface course.
 - C. Storm Sewer Facilities (including any detention/retention facilities) and related structures.
 - D. Water Distribution Facilities (and all appurtenances thereto).
 - E. Sanitary Sewer Facilities (and all appurtenances thereto).
 - F. Parkway Landscaping on east perimeter of Finsbury Lane.

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- G. Parkway Landscaping on the west and north perimeter of Finsbury Lane.
- H. Front Yard Trees.
- I. Street Signage.
- J. Erosion Control.
- K. Site Grading and Earth Moving.
- L Sidewalks.
- M. Any and all restoration work attendant to any of the above.

all in a good and workmaniiks manner and in accordance with all pertinent ordinances and regulations of the VILLAGE and/or of her agreements between the VILLAGE and DEVELOPER, and the Plans and Specifications for such IMFROYEMENTS shown on Exhibit "C" attached hereto, which Plans and Specifications have been prepared by DesignTek Engineering, Inc. 9500 Bormet Drive, Suite 304, Mokena, Illinois, identified as Job No. 12-0004, consisting of two (2) sheets, dated January 17, 2013 and revised through May 10, 2013, known as the Final Subdivision Plat of Heatherdale Subdivision ("PLAT"), and DesignTek Engineering, Inc. 9500 Bormet Drive, Suite 304, Mokena, Illinois, identified as Job No. 12-0031, consisting of twelve (12) sheets, dated February 7, 2013, and revised through April 24, 2013, known as Final Engineering Plans for Fleatherdale Subdivision ("IMPROVEMENT PLANS"), which Plans and Specifications have heretofore been approved by the VILLAGE, together with any amendments thereto approved by the VILLAGE. Any utilities and services to be installed in or under the streets shall be installed prior to paving.

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2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the IMPROVEMENTS. The DEVELOPER shall submit a Letter of Credit or Surety Bond naming VILLAGE as beneficiary ("SECURITY") issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such SECURITY shall be presentable by the VILLAGE at the counter of a financial institution in the State of Illinois. Such SECURITY shall contain such terms and provisions as may be acceptable to the Village Attorney of the VILLAGE and shall be deposited with the VILLAGE prior to issuance of a building permit for the PROJECT by the VILLAGE.

Said SECURITY shall be in a principal amount of not less than one hundred ten percent (110%) of the DEVELOPER'S engineer's estimate, as approved by the Village Engineer, of the costs of all IMPROVEMENTS to be constructed upon the SUBJECT REALTY.

The SECURITY may provide for its reduction from time to time, based upon the Village Engineer's recommendation to the Village Manager of the value of any of the IMPROVEMENTS installed. The Village Engineer's recommendation shall not be subject to question by the DEVELOPER. In no event shall the SECURITY be reduced to an amount less than one hundred ten percent (110%) of the Village Engineer's estimate of the cost of completion of all remaining IMPROVEMENTS. Any language in the SECURITY with respect to its reduction shall be subject to the approval of the Village Attorney. In no event shall the Village Engineer's recommendation for a reduction to the SECURITY or the Village Manager's authorization for such reduction constitute final acceptance of any of the IMPROVEMENTS.

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- 3. All work related to the IMPROVEMENTS shall be subject to inspection by the Village Engineer, and his approval thereof shall be a condition precedent to the payout of funds to contractors or subcontractors. The approval provided for in this paragraph shall not constitute final acceptance of any or all of the IMPROVEMENTS.
- 4. The DEVELOPER shall furnish to the VILLAGE at the same time the SECURITY is required to be submitted, evidence of liability insurance in the amount of at least \$1,000,000/\$2,000,000 with a \$5,000,000 umbrella policy covering the construction activities of the DEVELOPER contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service /. VI or better. Such certificate of insurance shall be deposited before the commencement of any work by the DEVELOPER. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the final acceptance of all of the IMPROVEMENTS, the VILLAGE may have recourse against the SECURITY for furns sufficient to cause the liability insurance to remain in effect until the final acceptance of all of the IMPROVEMENTS.
- 5. The DEVELOPER, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgingness which may hereafter accrue against the VILLAGE, or its agents, servants and employees, arising our of any of the DEVELOPER'S construction activities contemplated by this Agreement.
- 6. DEVELOPER shall cause all IMPROVEMENTS identified in paragraph 1 of this Agreement to be completed in accordance with the following schedule:

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- (i) Items A, C, D, E, F, I, J and K shall be completed prior to issuance of a certificate of occupancy for the first single-family home or prior to the issuance of building permit for the third single-family home, whichever occurs first.
- (ii) Items G, H, L and M shall be completed for each single-family home prior to issuance of a certificate of occupancy for the respective home.
- (iii) Items B and M shall be completed prior to the issuance of a certificate of occupancy for the 8th single-family nome.

Notwithstanding any provision contained herein to the contrary, all IMPROVEMENTS shall be completed no later than two years from and after the date of this Agreement.

If work relating to the IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to obtain completion of the IMPROVEMENTS by drawing on the SECURITY in addition to any other available remedies.

7. Upon completion of any IMPROVEMENT and, further upon the submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that the said IMPROVEMENT has been completed in conformance with this Agreement, the VILLAGE Code, the final engineering Plans and Specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Village Engineer shall, within thirty (30) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) recommend to the VILLAGE'S corporate authorities final acceptance of said IMPROVEMENT, or (ii) designate in writing

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to DEVELOPER all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said IMPROVEMENT, specifically citing sections of the final engineering Plans and Specifications, the VILLAGE Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Village Engineer. Should the Village Engineer reject any IMPROVEMENT, or any portion or segment thereof, for a recommendation of final acceptance, the DEVELOPER shall cause to be made to such IMPROVEMENT such corrections or modifications as may be required by the Village Engineer. The DEVELOPER shall cause the IMPROVEMENTS to be submitted and resubmitted as herein provided until the Village Engineer shall recommend final acceptance of same to the corporate authorities of the VILLAGE and the corporate authorities shall finally accept same. No IMPROVEMENT shall be deemed to be finally accepted until the corporate authorities shall, av appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the VILLAGE, DEVELOPER agrees to convey and transfer those IMPROVEMENTS which are deemed to be public improvements to the VILLAGE by appropriate Bill(s) of Sale.

8. The DEVELOPER guarantees that the workmanship and rectarials furnished under the final Plans and Specifications and used in said IMPROVEMENTS will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All IMPROVEMENTS shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the DEVELOPER for a period

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of twelve (12) months from the date of final acceptance.

To partially secure the DEVELOPER'S guarantee, at the time or times of final acceptance by the VILLAGE of the installation of any IMPROVEMENT in accordance with this Agreement, the VILLAGE shall retain a portion of the SECURITY in the amount of ten percent (10%) of the actual cost of the IMPROVEMENT finally accepted by the VILLAGE. This SECURITY shall be held by the VILLAGE for a period of twelve (12) months after the IMPROVEMENT is finally accepted.

The DEVELOPER shall make or cause to be made at its own expense, any and all repairs which may become nece sary under and by virtue of this contract guarantee and shall leave the IMPROVEMENT in good and sound condition, satisfactory to the VILLAGE and the Village Engineer, at the expiration of the guarantee period. In said event and at the expiration of such period, said SECURITY shall be returned to the DEVELOPER.

If during said guarantee period, any IMPROVENENT shall require any repairs or renewals, in the opinion of the Village Engineer, necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the DEVELOPER shall, upon notification by the Village Engineer of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE may draw upon said SECURITY to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost

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or expense exceed the amount set forth in said SECURITY, the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process.

- 9. The DEVELOPER shall furnish the VILLAGE with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefore under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.
- 10. The DEVFLOPER shall be responsible for the maintenance of the IMPROVEMENTS until such time as they are finally accepted by the VILLAGE. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the IMPROVEMENTS required by paragraph 1 of this Agreement, compliant with the Plans and Specifications identified by said paragraph at the time of their final acceptance by the VILLAGE.
- 11. DEVELOPER shall be responsible for any and all damage to the IMPROVEMENTS which may occur during the construction of the PROJECT irrespective of whether the IMPROVEMENTS damaged have or have not been finally accepted hereunder, except in the event that the damage is caused by acts of negligence by the Village or its authorized agents. DEVELOPER shall replace and repair damage to the IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. DEVELOPER shall

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have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance with respect to IMPROVEMENTS deemed to be public improvements.

- months after the lot is graded. Should the DEVELOPER fail to seed graded lots after 12 months passes, the VILLAGE shall draw upon the SECURITY to complete this requirement. If the VILLAGE draws upon the SECURITY for this purpose, the DEVELOPER shall increase the amount of the SECURITY by the an ourt that is utilized by the VILLAGE within thirty (30) days of written notice to the DEVELOPER. If the DEVELOPER fails to increase the SECURITY within 30 days of written notice, no additional building permits will be issued for the PROJECT until this requirement is met.
- 13. Pursuant to Section 154.42 of the VILLAGE'S storm water management ordinance, and in light of the mitigating circumstances that all lots drain off-site and away from existing residences in the area, the VILLAGE has agreed to accept and the DEVELOPER has agreed to pay a fee-lieu-of on-site storm water management ("Fee") of \$93,000. 50% of the total Fee (\$46,500) has been paid by DEVELOPER. The remaining 50% of the Fee shall be paid in eight equal installments, each 1/8th (\$5,812.50) to be paid prior to issuance of a building permit for construction of a home on each of the eight (8) subdivided lots; provided, however, that all unpaid installments of the Fee shall be paid no later than two (2) years from the date of execution of this Agreement; and further provided, that if DEVELOPER applies for a permit to build one home on more than one lot, the DEVELOPER shall pay the number of installments which correspond to the number of lots on which the home is being built.

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14. The VILLAGE agrees to freeze the building permit fees at the amounts in place at the time this Agreement is executed for a period of time not to exceed two (2) years from the date of execution of this Agreement.

15. In exchange for providing an additional water main connection between the PROJECT and an existing water main stub on Timber Lane, the VILLAGE hereby agrees to reimburse the DEVELOPER for the cost of the materials associated with making said connection in accordance with the IMPROVEMENT PLANS and in an amount not to exceed the approved DEVELOPER's engineers estimate.

16. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and/or in any agreements between the VILLAGE and DEVELOPER regarding the PROJECT, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefore shall arise. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S

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rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE is not required to be given.

- 17. From and after the date on which the Village Manager notifies the DEVELOPER, in writing, that the DEVELOPER is in default of any of its obligations under this Agreement, the DEVELOPER shall pay to the VILLAGE, upon demand, all of the VILLAGE'S fees, costs and expenses incurred in enforcing the provisions of this Agreement against DEVELOPER, including, without limitation, engineers and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.
- 18. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. Notwith standing the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement. Written consent shall not be unreasonably withheld.
- 19. The invalidity of any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.
- 20. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the VILLAGE Code. To the extent that this Agreement does not address an applicable provision of the VILLAGE Code, the VILLAGE Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact

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that the VILLAGE Code has not been addressed within the specific terms of this Agreement.

- 21. This Agreement shall be in full force and effect from the date set forth above until two (2) years from and after the date on which the last of the IMPROVEMENTS has been finally accepted.
- 22. This Agreement shall be interpreted and construed in accordance with the laws of the State of Kirois.
- 23. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to
 - A. VILLAGE at:

Village of La Grange Park 447 N. Catherine Avenue LA GRANGE PARK, Illinois 605

В. **DEVELOPER at:**

25 Clorts McNaughton Development, Inc. 11S220 Jackson Street, Suite 101 Burr Ridge, IL 60527

- 24. This Agreement is executed in multiple counterparts, each or which shall be deemed to be and shall constitute one and the same instrument.
- 25. This Agreement shall be recorded and shall be a covenant running with the land. All subsequent owners of any undeveloped portion of land shall be liable for performance of monetary and non-monetary obligations contained herein.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF LA GRANGE PARK, an Illinois municipal corporation,

Dis Clark's Office

Village President

ATTEST:

Village Clerk

DEVELOPER

ATTEST:

and L. Boyley

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STATE OF ILLINOIS)	
) SS. COUNTY OF COOK)	
I, the undersigned, a Notary Public in and for said County, in the State HEREBY CERTIFY that PANCR MCNANGHTON PRESIDENT (MCNANGHTON BEVECOPMENT, and corporation, personally known to me to be the same persons whose names are substituted in the same persons whose names are substituted in the same persons.	aforesaid, DC
MCNANGATON BEVECOPMENT, and	of said
foregoing instrument as such and	
appeared perfore me this day in person and acknowledged that they signed and del instrument as their own free and voluntary act and as the free and volunta corporation, for he uses and purposes therein set forth; and the said	
then and there acknowledged that he, as custodian of the corporate seal of said co	•
affix the corporate seal of said corporation to said instrument, as his own free and	•
and as the free and voluntary act of said corporation, for the uses and purposes ther	ein set forth.
GIVEN under my hand and Notarial Seal this 14 TH day of MAY	
Motary Public	
OFFICIAL SEAL KATHLEEN A NAKUTIS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/17/13	
KATHLEEN A NAKUTIS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/17/13	ČQ.

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STATE OF ILLINOIS)) SS. COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dr. James L. Discipio of the VILLAGE OF LA GRANGE PARK, and Amanda Seidel, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposed therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Note rial Spal this 2

Clart's Office

2013.

OFFICIAL SEAL ANDREA L BAGLEY Notary Public - State of Illinois

My Commission Expires Jul 26, 2016

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EXHIBIT "A"

Legal Description

SUBJECT REALTY



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PARCEL 1: THE NORTH 500 FEET (EXCEPT THE EAST 174.625 FEET THEREOF AND EXCEPT THE WEST 16.5 FEET OF THE NORTH 230 FEET THEREOF AND EXCEPT THE WEST 89 FEET OF THE SOUTH 270 FEET THEREOF AND EXCEPT THE FOLLOWING: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 30 ACRES WITH THE WEST LINE OF SAID EAST 174.625 FEET; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 174.625 FEET A DISTANCE OF 86.13 FEET TO A POINT OF BEGINNING; THENCE WEST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, A DISTANCE OF 20 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 73.87 FEET; THENCE SOUTHWESTERLY TO A POINT IN A LINE 230 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, SAID POINT BENG 50 FEET WEST OF SAID WEST LINE OF THE EAST 174.625 FEET (AS MEASURED ON SAID PARALLEL LINE); THENCE WEST PARALLEL WITH SAID NORTH UNE OF THE SOUTH 30 ACRES TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 89 FEET OF ABOVE DESCRIBED TRACT: THENCE SOUTH ON SAID EAST LINE 270 FEET TO THE SOUTH LINE OF SAID NORTH 500 FEET; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 500 FEET, BEING ALSO THE NORTHLINE OF SHERWOOD VILLAGE UNIT NO 2 SUBDIVISION, A DISTANCE OF 88.51 FEET TO SAID WEST LINE OF THE EAST 174.625 FEET; THENCE NORTH ON SAID WEST LINE, A DISTANCE OF 413.87 FEET TO THE POINT OF BEGINNING) OF THE WEST HALF OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, I'LLINOIS.

PARCEL 2: THE WEST 89 FEET (EXCEPT THE EAST 72.5 FEET OF THE NORTH 230 FEET THEREOF) OF THE NORTH 500 FEET (EXCEPT THE EAST 174.525 FEET THEREOF) OF THE WEST HALF OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE NORTH 500 FEET (EXCEPT THE EAST 174 525 FEET THEREOF) OF THE WEST HALF OF THAT CERTAIN TRACT OF LAND DESCRIBED AS THE WEST 20 ACRES (EXCEPT THE EAST 4-1/8 ACRES THEREOF) OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 30 ACRES WITH THE WEST LINE OF SAID EAST 174.625 FEET; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 86.13 FEET TO A POINT OF BEGINNING; THENCE WEST, PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, A DISTANCE OF 20 FEET; THENCE SOUTH, PARALLEL WITH SAID WEST LINE OF THE EAST 174.625 FEET, A DISTANCE OF 73.87 FEET; THENCE SOUTHWESTERLY TO A POINT IN A LINE 230 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES, SAID POINT BEING 50 FEET WEST OF SAID WEST LINE OF THE EAST

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174.625 FEET (AS MEASURED ON SAID PARALLEL LINE); THENCE WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTH 30 ACRES TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 89 FEET OF ABOVE DESCRIBED TRACT; THENCE SOUTH ON SAID EAST LINE 270 FEET TO THE SOUTH LINE OF SAID NORTH 500 FEET; THENCE EAST ON SAID SOUTH LINE OF THE NORTH 500 FEET, BEING ALSO THE NORTHLINE OF SHERWOOD VILLAGE UNIT NO. 2 SUBDIVISION, A DISTANCE OF 88.51 FEET TO SAID WEST LINE OF THE EAST 174.625 FEET; THENCE NORTH ON SAID WEST LINE, A DISTANCE OF 413.87 FEET TO THE POINT OF BEGINNING.



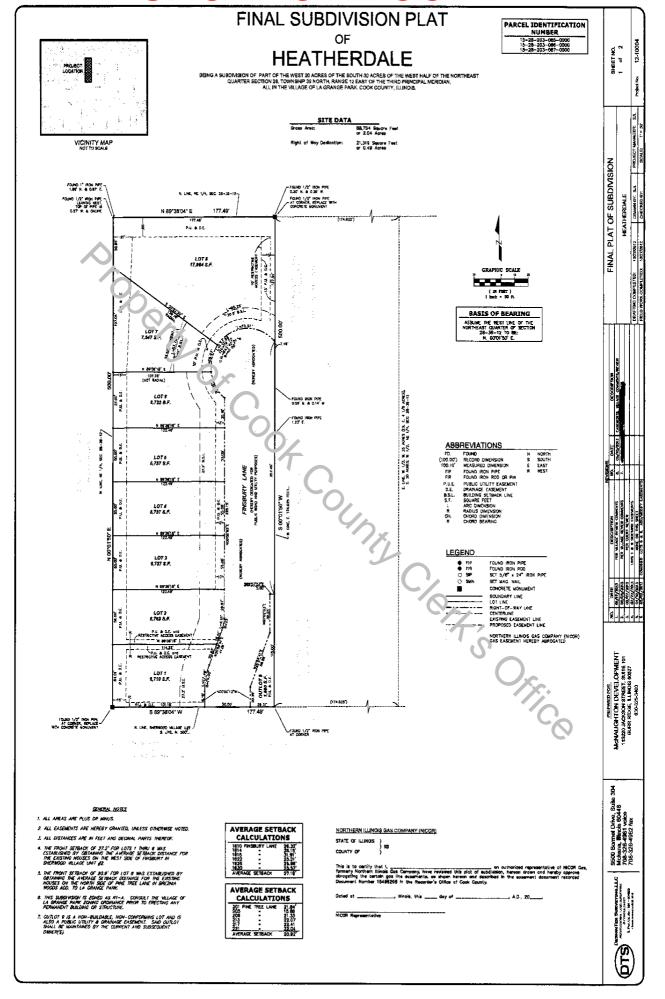
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EXHIBIT "B"

Final Plat of Subdivision





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PARCEL IDENTIFICATION NUMBER 15-28-203-085-0000 15-28-203-086-0000 13-28-203-087-0000

DRAINAGE CERTIFICATE

FINAL SUBDIVISION PLAT

OF

HEATHERDALE

BEING A BUBCIVISION OF PART OF THE WEST 20 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER SECTION 23, TOWNSHET 38 NORTH, RANGE 12 EAST OF THE THERD PRINCIPEA, MERIDIAN, ALL IN THE WILLAGE OF LA GRANCE PARK COOK COUNTY, LIMINGS.

Submitted by:

Village of La Grenge Park 447 N. Catherine Avenue La Grange Park, Illinois 60528 706-354-0241

Return the original Myler to: Villege of La Grange Park N. Catherine Avenue La Gn Park, Illinois 60526 708-254-0241

Sand all future tax bills to:

SHEET NO.

3 PROJECT FINAL PLAT OF SUBDIVISION

HEATHERDALE

SPACE RESERVED FOR THE COOK COUNTY RECORDER AND COUNTY CLERK

	QUANTER SECTION 28, TOTAL SERVICE
OWNER'S CERTIFICATE	ALL IN THE VILLAGE OF L
State of Illinois)	
County of)	
This is to certify that MACHICENT & LLC — Series iii is the same to be surveyed and subdivided as indicated the advicementage and adopt the some under the style and t	the amount of the land described in the annexed plot and his covered moreon, for the purposes therein set forth, and does hereby like thereon indicated.
The undersigned heraby deficulture for public use the lon- public services; and heraby also reserves for and grants utilities as designated and/or as stated in the utility se- designated and/or stated in any and all other ecosomers	de shown on this annexed plot for thoroughforse, streets, clieys, and s generalite for public uses and for the installation of various public seament provisions, and for such other uses and purposes ox t provisions, which are stotal harson.
	erein lies willhin Grade School District \$102. High School District
Dated at this _	day of20
By: Atlant: _	
Title: Title:	
Address	
	
NOTARY PUBLIC CERTIFICATE	
STATE OF ILLINOIS)	
COUNTY OF }	
l & Kete / Vib	ill in and for the sold County and State aforesold, do hereby certify
thet(Title)	and (Title)
of MAChificent 5 LLC = 4	arise if a paranta whose to me to be the some persons whose mersh, opp and before me this day in person and advocateded the series in a propers therein set forth as the trap and voluntary act
and deed of said Company.	posts to pr posts thaten set local as the was one voluntary act
Given under my hand and notarial seal this day	
Notary Public	
PLAN COMMISSION AND VILLAGE BOARD CERTIFICATI	()
STATE OF ILLINOIS) SSI COUNTY OF COOK }	
•	butes Act 5, Article 11, Division 12 and ordinance Jopted by the exact plot was given approved by the Village of La Grange ark aid to Clark to designee.
Approved by the Mon Commission at a meeting held .	— T
	Cheirmen
Approved by the Villege Beard at a meeting held .	• • • • • • • • • • • • • • • • • • • •
•	President
	Virige Clerk
ALL ARE ENGINEERIN GERREIGETE	
VILLAGE ENGINEER'S CERTIFICATE STATE OF ILLINOIS)	
COUNTY OF COOK	
	Riage of La Grange Perk, Rillhole, hereby certify that the land specifications therefore must the minimum requirements of sold having jurisdiction thereof.
Villege and have been approved by all public authorities Dated at La Gronge Park, Cook County, Minals, this	
natural set for parallels Libert Color Colorada ministratificant	_ 647 67
-	Vitage Engineer
CERTIFICATE AS TO SPECIAL ASSESSMENTS	
STATE OF HAINOIS)	
COUNTY OF COOK }	
	Willipps of La Crompe Park, dia hereby serbify lihet there are no ments or any deferred herdilments thewer that have been appositions
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Wileye Traceure of the Addresser of the Victor of the Victor of Indianant or unget aurom to referred special passes against the fract of land holdsed in the pipel. Debed at La Grange Park, Cook County, Ninese, this Wileye Traceure* WILLAGE CLERKS CERTIFICATE STATE OF ELHOS } COUNTY OF COOK } 323	and day of
Debed of La Grange Park, Cook County, Ninesa, this	of La Crange Park, litholis, hamby certify that this plot was presented rises of a side Village at its meeting head on the day of he required band or other quarantee has been possed for the one of seld Village.
Wilder Treasurer of the Addressers of the Vision Treasurer Office Treasurer Treasurer Office Treasurer VILLAGE CLERKS CERTIFICATE STATE OF FLINOIS 333 COUNTY OF COOK 333 Visions Clerk of the Vision Treasurer Office Treasurer Vision Tr	
defination or unpold current or forfeiting agodic inseems reported to the tree of india floated in the pilot. Debed of La Grange Park, Cook County, Minera, this	

Owner or Attorney

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the under your propriet assessments and stops that which the invent and all community agreements and promise adheritors. Angula, and internated over James 5 and and illustrate study to the several of the portion handle, their heart and the community process, because of the portion handle, their heart and the community process, because, the second of the portion handle, their heart and the community process, because, the second of the portion handle, their heart and the community process.

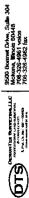
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This property is in Zone "X" (creas of 0.2% choice flood) and sone "X" (creas determined to be outside the 0.5% choice flood) or defined by the Federal emergency Management Apendys Placel Insurance Rote Map of Capic Capic Capics and Unincaprocited Areas, Cammunity Power No. 45 of 18.2. No Number 1933/0104753, may praised August.

risky grant parmitision to a representative of the Village of La Grange Park to record this plot. Sold has shall sharp proper identification and provide this surveyor with a recorded copy of sold plat.

1 under numerate and seed at Notena, Illinois,

ee 1 fabrus
is Prolifesional Lond Surveyor No. 6035-00316
ne expires on November. 30, 2014



MANALIGHTON DEVELOPMENT HSZOLANGON STREET, SATE TOT BJARR RIDGE LIL MOS 6627 59-225-3460

1328219110 Page: 23 of 39

UNOFFICIAL COPY

EXHIBIT "C"

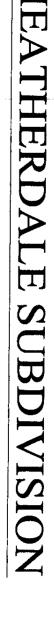
Plans and Specifications

IMPROVEMENTS



1328219110 Page: 24 of 39

JNOFFICIAL



FINAL ENGINEERING PLANS
FOR

DESIGNTEK ENGINEERING, INC. 9500 BORMET DRIVE, SUITE 304 MOKENA, ILLINOIS 60448 (708) 326-4961 DEVELOPER:
McNAUGHTON DEVELOPMENT, INC.
11 S. 220 JACKSON STREET
BURR RIDGE, ILLINOIS 60327 ENGINEER: (630) 325-3400

SURVEYOR:

DESIGNTEK SÜRVEYING, LLC. 9500 BORMET DRIVE, SUITE 304 MOKENA, ILLINOIS 60448 (708) 478-6161 BENCHMARKS:

CHIELD SOUNCE OF MORRIGAST COMMER OF RETSTONE AT MOTHNEAST COMMEN MORRISHOOD LANE AND 26TH.
ELEVATION: 424.79 (MANU MÀ)

#A2 NORTHEAST BOWET BOLT ON PINE WYDRAMT AT SCUTHWEST COMBER FOREST ROAD AND SETM, ELEVATION: 027.37 (MAND 88) MORTHELAST BORNET BOLF ON PINE HYDRANT AT SOUTHWEST CLEVATION: 927.18 (MANO 38)

FLOOD HAZARD NOTE:

THE COOK THANKS THE TOTAL THE CONTRACT OF THE SURFACE WATER
DRAINAGE CERTIFICATE

PARCEL IDENTIFICATION NUMBERS: 15-26-203-085-0000 15-26-203-086-0000 15-26-203-087-0000

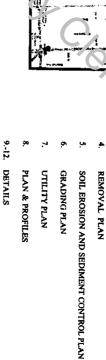
LEGAL DE SCRIPTION

Chi Mangland of the specific County in the 1912 Section 1912 And 1912 Section 1912

CALL 1-800-892-0123
AT LEAST 28 HOURS (2 WORKING DAYS) BEFORE YOU DIG

CALL BEFORE YOU DIG JULIE





LaGRANGE PARK, ILLINOIS

NUEX OF PLAN SHEETS

COVER SHEET SANITARY AND STORM SEWER ROUTING MAP

A

SPECIFICATIONS

DESIGNTEK ENGINEERING, INC. CONSULTING AND SITE DESIGN ENGINEERS

FINAL ENGINEERING PLANS FOR HEATHERDALE SUBDIVISION LAGRANGE PARK, ILLINOIS

GENERAL NOTES

SPECIAL PROVISIONS

- The CONTRACTOR is the Individual. Simi, performing or comparetien combracting with the Disease for performance of the prescribed work.
- The ENGMEET where openitically referred to in the Special Provisions shall be the CHEREN'S representative. The CIMBER is the individual, firm, performing an corporation having the cultivarity to exact the contract for the prescribed mark.
- An CONTRACTORS about be reasonable for the following, which when σ to be incidented to the cost of correduction: The notification of the start of construction is the Wespa of Colombia, Park Radde West of 1993 325-3212. Where Company Lifty companies of the STREET of their two (2) weeks dops prior to lead start. As eachery Lifthian most that states prior to construction. As construction, and the Lift of the states prior to construction. As construction 6:00 prin. residencys. And E.O. com. in 7:00 prin. separate and relationship. Examination of the Engineering Pions and Specifications and the existing sits conclibing prior to submitting a bid, and moltiping the ENGINEER at ance of any discrepancies. The obtaining of any necessary permits not previously applied for by the OHMER, and posting of the necessary bonds.
- The providing of sets and healthist working complians throughout the presentation of the construction work. This past evolute, but not be limited by the removes of debris, this probability of continuation homeoff with beninded on the leaguing of public street presentation does of construction of a debris of construction of a debris. Ceiting classicion ils the CHRIGH et any arrow or discrepancials, which may be unspected in lines or originates, which may share the contract the contract of the CHRIGHT and not proceed with the sent until the lines until the contract of the contract of the christian is not in the contract of the cont The restoration to the original condition or better of any precess that are demagned by the CONTRACTOR during construction.

The twisting of moderful, if required by the ONNET $\operatorname{cmd}/\operatorname{or}$ the priedictional agencies.

- Defention bosins shall be graded, topsolited it sodded prior to the insurance of any boilding permits. From the traded a chainman of the (3) but instantially from positivy sweet, as suffery switches, and write profess. These positive positive profess. These positive p The perceptive of of molecules and workmonethy for a period of one (1) year upon find acceptance by the Offices and other justices of controls. Varily worked with the Visions of Lemant.
- Scheduling the necessary proconstruction meeting(z) with the jurisdictioned asymptote at least two (2) working days prior to the communications of work. OWNER shall be responsible for the following: Contractors are required to obtain a Village of Lemont Site Development Permit per Village Ordinance No. 8793. The contractor shall be responsible for implementation its maintenance of oil and a coulon it autimientation control macauses broughout the anthe project.
- Applying for EPA, MD, MMRDC, DOT permits, and all applicates VRope of LoCourage Park Farmits. Other necessary parmits shot be the responsibility of the CONTRACTOR. haurence cartificates from all contractors, naming the Village of Lemont on additional insured, prior to presonatruction meeting being set. Providing the COMPRACTOR with one (1) set of combri line and gods bridge (cf. offsets multidly agreed upon) for the proper prosecution and control of the sent.

The EHCHEEP shot be responsible for the following:

to periodically what the construction also in order to better corry out the busins and responsibilities essigned by the OWNET and undertaken by the DIAMEDI.

- Testing and Find Acceptance The CONTROLOGY and product or ordering to the header i rathe that for point right the persons of the point right to persons of the point right to persons of the persons of
- The address and shall be traited to a professional genteriorized emphase of the development sections and shot from a minimum designated Bleeds Searing Rabbs (SSS) equal to the CO Approved of the potentiant subgrade by θ . ONN: what he required prior to the procurent of the potentiant mater. . A sell-investigation report that he provided to the vallage to variety the in after title value. Foremore, after "as of a subgrade and investig on title value have then there (3) "cell from on increased power-selt structure on recovery to carry. Yes, traffic loading. Specific compaction testing may be organized in the DWRQ, in selected fit office. The CDMTRACTOR shall been the cost it, any compocition testing which does not make specification as well as it, responsibility and cost for the necessary convector(s).

STANDARD SPECIFICATIONS

has OFFICER and met, during pay when you as much of such a because of the COTTACTION) and is program aspects, during more your in a COTTACTION of the case was as COTTACTION of the case when you want to COTTACTION of the case when you have been a few common of commontants on the case of the cottaCTION of the case of t

The Standard Scoolingsform, which apply to the construction work as shown on the Engineering Plant, are contained in the following documents:

Standard Specifications for Water and Sewer Hain Construction in Mincia. Install edition, as easylved by the Mincia Society of Professional Engineers etch. Standard Specifications for Rood and Siridge Construction, letwet sellitan, on adopted by the State of Rhoth, Department of Transportation.

Presented affects or any systemator loading prior to application of the market course she, from a structured number no less than the values given in Rev 2.0. Le coince Exp. (emities (0.50)

n the enert of a conflet between stetements, which apply to the preduction work, the OMER should contact he Village Engineer or Public North Director for direction at (708) 352–2522.

MWIDGC Typical Ceneral Hotes, lotest edition.

Moge of LaCrange Park Building Code and Municiple Code, latest edition

- 1. EARTHWORK MPROYEMENTS
 u. Topeof Excendium Indudes 1) Exponention of logical and other attrictivably unsubtable motivates within those areas that the require species excession or compacted and it if motival, in longing to achieve the plan absproke developed. The excessed of topped to be attripped since the varieties in the field by a page. Compaction of the seconded material where pleased is sneet not requiring educational RII material, shall be moderate. Picconnent of the empireled motival in Office designated areas for there was within cover to be landscaped, and those draws not requiring structural fill motivate.
- Deviced and earth and other motherida which are palleded for use to inheritary sit. The extended the fee which is blanched on the sit feet of the plan subsymble devocitions. The (+) (determine which presented earth is with the (+) to the plan subsymble devocition. The (+) to the plan subsymble devocition. Expense materials, if not utilized as all or it not stockpiled for futive landscaping, while the completely removed from the construction site and disposed of by the CONTRACTOR:
- I frequent of the earth cost object sollable models and it within the service of the earth of the colored the service and the earth of the colored the service and the earth of the colored the service of the text of the tex Compaction of the earth and other satisfact materials shall be and least 50% of the manuser of demands as determined by the should function Feel, ASTM 01657 Materians procedure within proposed promote earth before, or manufacture in the property of the state of the compaction is required demanded. All the shall be should be of Title, to be a received.
- Unsables explored shell be considered an engined which is not written for the support of presents and backets control till need in encountered before normed rispent depths and the proposed analysis, densities. The deletion to remote and metalics, one to what control ended the mode by a Soft Engineer with the concurrency of the DRACE is militing. Excess motorists, if not utilized as fill, shall be completely removed from the construction site and disposed of by the CONTRACTOR.
- Spread and compact uniformly, to the degree specified, all except trains applied that completion of the underground improvements. Maintain proper site drainage at oil times during the course of construction, and prevent storm water from numbry tric or standing in exception draws. The Grading CONTRACTOR shelt: Scarify and compact, to the degree specified, the upper leakes (12) inches of the suitable subgrade motivate, in all areas that may be soft due to excess maintaine content. This applies to out areas as well as the areas.
- Provide water to edd to dry moterful in order to deflirst the malature content for the purpose of achieving the specified compection. Mointoin all fance until greas is extribitioned. the mangiorists for implementation of the "Sel Erosion and Sedimentation Control Measures" as essigned to the grading CONTRACTOR on the Engineering Flam. atting and Final Acceptance
- 3) Prior to generate of the bot-wisk amphies services because the committee of the property of the committee of the property of the committee of the committ A nection density test must be conducted on asphalt personent in occordance with IDD1 standards. First acceptance of the total powement installation shall be subject to the furthing and checking requirements chied above. Deficiencies in the hot-mix cephalt binder course shall be adjusted for by increasing the pion dislocues of the surface course with no solicitized cost to the Ollengia.
- Curb and Sutter will be paid for at the combact unit price per UNIXA FOOT. When requested by the OMECS, decumentation for the installed beas course, belt-viet, epically being, and surface, shall be submitted in the Difference for equilibration. Deficiencies in toold hist-mix expect prosmout thickness and be objected for a concritions with the requirements of the jurisdictional embarts; Ours and Guitter, and base course and be measured in the field by the CONTRACTOR. The quantities shall be submitted to the OseET for refriction.

3) Beau Course will be said for at the contract unit price per SOUARE YARD. Prime Cost moterial will be paid for at the contract unit price per GALLON.

- where Semichae shall be to be able to the minimum of the part by the semichae and the property of the semichae and the property of the semichae part of the semichae part of the semichae part of the part of the semichae part of the pa Polyethylene Encessment, conforming to AttitiA C-103 shall be provided for oit skettle from pipe. Manhole frame and cover - East Jordan Iron Works, Inc. (C.J.IX)
 1096 or Nemach R-1550. Covers shall be (probet seded and
 emborsed "NS/TES". Sizes for eater main its value service the short be as indicated on the Engineering Plan. Cover over the pape shall be a minimum of 5.5 feet. shell for the dutified has pipe shall be the push-on or exchanical (and findings). When C its deviced pints shape-lay about as used in all only as we disting the property to a containment of pints and containment pints are pints and of the containment pints conventions and the secured upon exchange and offers and pints conventions and had be secured upon exchange and offers and their.

e. Fire Grading PAYMING MARROWENING 2) Poyment for the removal of unsulfables material shall be bested on the described in the second of the DOWNER. The contribution was presented as the problem of the USE of the price of the USE of the price of the USE of the price of the USE Beers of Popment Poyment for all earthment shall be "lump sum". The CONTRACTOR shall provide unit prices for earthment for the purpose of contract objectment. If required. Prior to the removal of annultable meterial, the COMPRACTUR shall notify the CHMCN for outbackables to remove and meterial. Upon subtrainable meterial memoral, the COMPRACTUR and request that the unauthable meterial shall fall memoral by the CHMCNE in piece. The destribute on shown in the CHRESTE'S (SOUTH), Command, or the semimodal by the CHRESTE'S on provides adoptive an improvement of the CHRESTE'S, the CHRESTE'S, by decade to commence of the CHRESTE'S, the CHRESTE'S is the same what the season than command, the CHRESTE'S is the same what the season time decades, the CHRESTE'S is the same what the print to the presented of the SE. As the measurements of extinents for the purpose of topment and not apply. The contribute above in the DPGERS'S 'Quanty's Estimate, and the builties of estimate and supplies on estimate by the CREES and CONTRICTOR price to the applies and compilers of a quantities.

4) Cover over the ploe shoft be on specified on the plans.

o) For PMC, SDR-26 Hel.
 for PMC, SDR-26 Hel.
 for DM: push-on rubber geolet joints (ball-18s) type, AMS AZI,FI.

- The curbs shall be backfilled after their completement of the base course. Cuth and Cutter Prior to the commitmental of the curb and guither and the placement of the bose material, the streets shall be fine graded to air?... 0,1 feet + of first subgrade elevation, to a point two (2) feet one... the book of the proposed curb.
-) Sweep doors have be now as price to the included to get the final course of a sun of the final final state of the final course in final state of the final course in final state of the final state of paid for one time and material busine by paid opposits. In the check, The power and mortaries aincit as an airt of an the Engineering Plans.
 Thickness apsorted shall be presidented to a the minimum compacted
 thickness. The Poving Contractor shall Par. 1: the ... st-mis asphalt bhider course to exalter one (1) einte "too. on' / to the installation of the hot-mis exphalt surface co. vs. Rapdir dry bors of the to binder course follows prior to the installation of the time to milk asphalt surface course. From to this placement of the bose course, the extegrate must be extended to the local placement authority. (See Testing and Fron Acceptance for Earthwark.) Instr. street signs & broffic signs. (b) Sendess shall be a minimum is backet and extend to the properly had or brighed only sillify located in the horsy good of 3 of being among the shall be shall b Minned chimney sads shall be provided on all sanitary measures.
 Minned Residu sadar—sign1 seeds shall extend from the montheir con-to the monthoir figure. (c) Polyethylans encesament shall be provided for all (8° sonitary session on noted under "Mate Metr and Services", note number 3. 9) Stree shall be as indicated on the Engineering Flan.

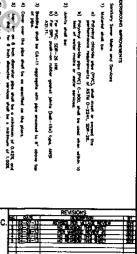
b) Bolt down Mas shelf be provided where indicated on pions.

- Noter Helm and Services b) Correportion shall be compacted using 8" lifts (uncompacted) and mechanical compaction to 37% density, All costs for compaction and lesting shall be pad for by the densityer or contractor. Results shall be capited to the Village Engineer. Obschäming of the trench shall be accomplished by coreful reducement of the severated markets. Any place healthest under or within flower (3) shall not a parament adap, diversary (nimm shareny leastion in breath, or cach and agitte and its beachted to the top of the trench with compacted (A.4. meters).
- Motored for the under finds and all advants par plas, which shall need or excess the performance registerments of all \$2.55. Clean and the control of the performance of the control of the performance of the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Same Make Commission to the Standard Specifications to Water and Specifications to the Standard Specifications to the Standard Specification to Water and Specifications to the Specification to Water and Specifications to the Specification to Water and Specifications to the Specification to Water and Specification to the Sp
- 15) All smallery severs shall conform to the requirements of the Standard Specifications for Water and Sever Main Construction in Blanck. Mandade contings shall be originated to finished grade using preceded commonter objusting rings set in mortor. Maximum objustment shall be site (6) indives.

FINAL ENGINEERING PLAN FOR HEATHERDALE SUBDIVISION LAGRANGE PARK, ILLINOIS

ICNAUGHTON DEVELOPMENT, INC 11 S. 220 JACKSON STREET BURR RIDGE, ILLINOIS (630) 325-3400

 Band Seaf or similar couplings shall be used when joining pipes of distinitor materials. (i) then (type lines or exist deportured approved sadds top shell be provided in the measuring result for proposed building satisfact of connections to existing control years not broken you shell be made with a "Security service provided satisfact and with a "Security for the provided building satisfact and with a model by severe extensions. All team shell brinches a properly included habor ye needs."



UNDERGROUND SUPPROVENENTS

a. Sanitary Server Mains and Services

1) Material shall be:

Polymbryl chicaride place (PVC), what meet or exceed the performance requirements of ASTM D=2241, SDF-26.



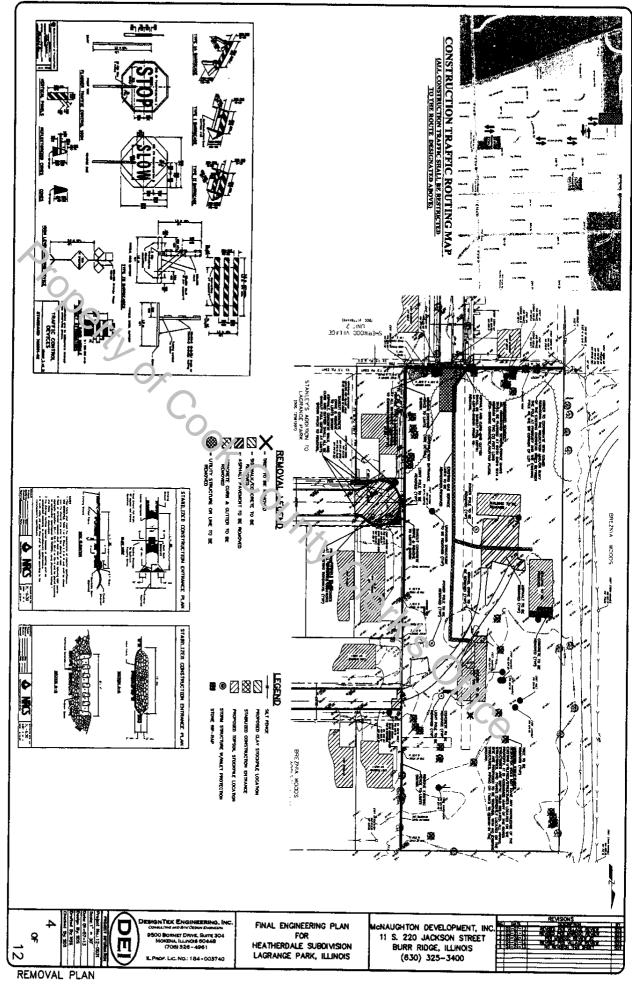
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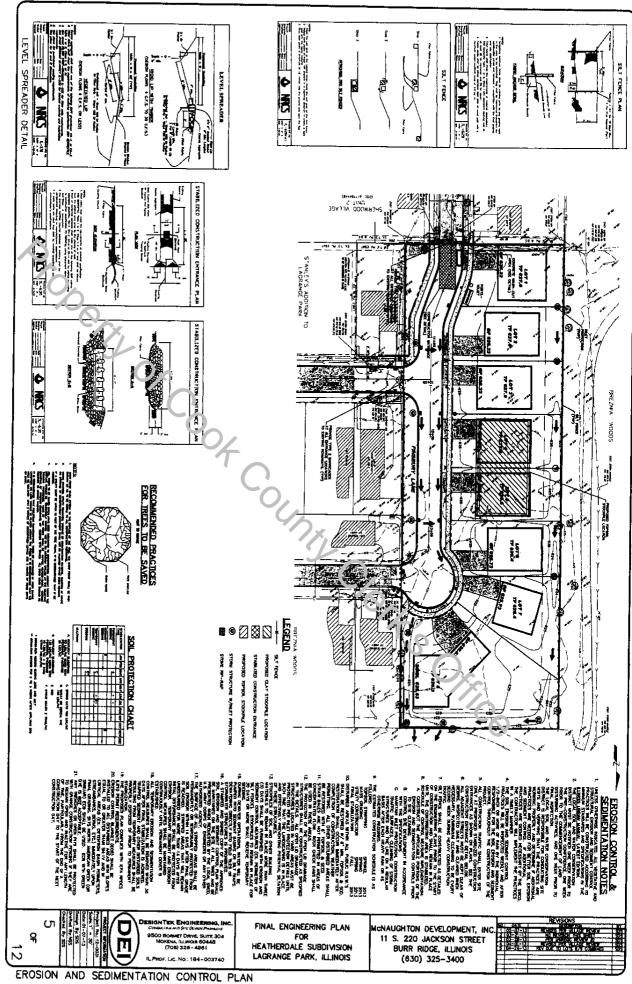
Copper water five ded connection to be left open for Impaction by the William Terministry Impactor. After impaction, the copper service the shall be bookfilled to 5° obove the pipe with FA-8 send.

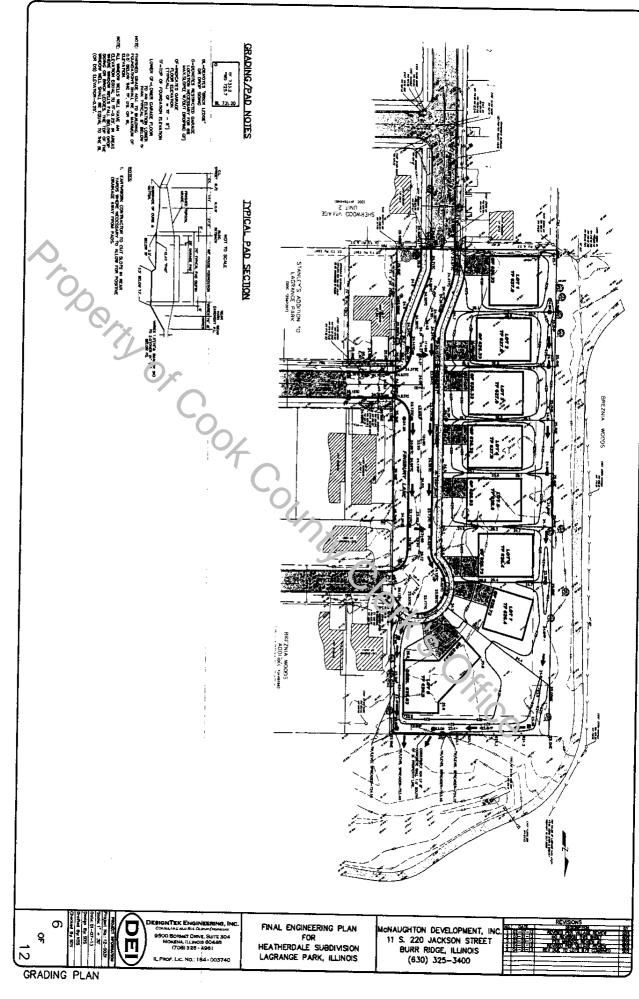
Motor Main and Services (continued) 10) Yelve Youtte d) The contractor shall team the travels from unter while the water main is being pleased and until the place just how been peopled to the antistaction of the Village Engineer. Obschäffligt of the trench shall be accomplished by condu-restinguishment of the enterprised notified. Any place incident under or eithin intrine (1) feet of a presented tight, diverge (rimm diverge) location in brown), are carb, and gather shall be incident to the top of the trench with composited (3)—9 majority. c) Refer to Datof for DIP Sadding and Bookfit. Cover motivate shall be constally pleated under the houndhes of the bipse using hand tempora, showers, etc., to ensure adequate susport of pape. a) The cover moterful shall extend from the bedding to 6" over the top of the pipe. b) Refer to Datol for DP Bedding and Bockfill. 3) Size - For teams (12) inch demotes where and the pressure convection, where you have a server in the demotes of anty (80) inches for pressure increased convection and server in terms and large, where making their or a minimum imple demotes of semmity-ten (72) inches. a) Pipe shall be loid on 4" min, bedding of CA-11 and pipe shall be encorated in halfal bookfill to 6" above the bap of pipe. Notifier State Contribute, 3-423 Sheddamay, Fry Dagastmant will provide and size code. Notifier shall be (2) p-1/2* and (1) p-1/2* and (2) p-1/2*. Herican Standard, flow from the first shall be (2) p-1/2*. The first shall be (1) p-1/2* they shall be (1) and the shall be (1) and Pipe Senie - Pipe openings in mornicle words shall be Residue, and artifacts to conventions. A-LOK, interpress, PS-10, ICGE-N-SEAL or approved equal. Shape - Coat is place E.J.I.W. No. BSIS or M.A. Industries PS-4.
 Shape - Coat is place E.J.I.W. No. BSIS or M.A. Industries PS-4.
 Shape - Shape PS-4.
 Shape - Coat Industries PS-4.
 Industries on carriers. c) Velve boses should be provided with stabilizers. Epomy coafed realisest wedge with non-rising stem gate volves, counter-dockwise to open, AWMA C-509, Clow, Musiker, or opproved weed. Compaction shall be completely using IF Iffer (uncompacted) of CAS degrees, compaction shall be microsisted and shall meet pace descript all context for compactions and shydry shall be paid for the developer or contractor. Newtru shall be copied to the Village Copies. Polyethylane unapping of all water meth is required in conjunction with ANNA C-105. All pipe and tranching shall be viewed and approved by the Winge prior to cover and eachts. Procest reinforced concrete - ASIN C-478 with longue and grown bints seeded with qualette conforming to ASIN C-443 or bituminous joining majorids. All valves shall be installed in valve bower, except for valves treated (12) haves and larger and promure connection valves. Fire hydront auditory valve shall be one of the some manufacture on the hydront, and shall connect to the fire hydront with a fample connection. 5) The branch short be excurated to a depth that of "ye (minim m of four (4) inches or and—quarter (3) the plan demoter (5) year to greater) at badding material to be placed beto. The pipe. The Underground CONTRACTOR Shaft. franch Backfill Material 5) All atterns there shall conform to the requirements of the Standard Specifications for Notes and Sener Main Construction in Whots, later edition. Moherina shad be:
 Inhabstrate concrete pipe (RCD), unless otherwise noted on the pines, and the shall must be exceed the participance regularment of ASTM C-78, Close IV. 4) Size shall be as indicated on the Engineering Pron. Not demaps the road subgrade with rock, his value elluration from typing the back of the subgrade in the root, distribution polaries. The road that was a proper to the third that the times about to the subgrade to the third to the elemin sense system (if a shade). I all tremeter under or solito 3 heet of the whethy or proposed outs, and/or personnel are to be besided with tremet headed material, per visiting of LiDrage Port Standord Standblack, measurable companion to 15 mile (procumpting) to 80% as determined by the brighted Propter Test shad no required. Report day embiting field "woon, I flar doministed during construction, and annuarity resource "./or "" need sould file to the nearest enterm seems culted. All flats, " or one constructed did destingue the shall be properly indicated in the "CHTRAL TOK'S record drowing. The responsible for monitoning the top of any utility travels at least three (3) feet every from any scieling at programs cush or programs in those instances where the tranch runs parallel to said cush or presentant. Provide power committee Make conforming to the shape of the pibe of somitory and storm methods and intelli. famore soft moterial that may be ancountered. The pl a invest describe to a death of or least are (1) foot below. Ontown of the else or down it firm self (whiches,) species), and bacefill with compacted bedding moterial. Be responsible for the demotshing of utility immotive during constitution one providing the Accessory franch brooking that may be resident to course some working conditions. way eaking utany etnicitions regulates objinitional or representation and in compared by the CDFREATER to the authorition of the CRRY many. Adjustments and/or reconstructions and called for an the piece and its considered inclination to the committee. It is then at total at a because of adjusting rings and/or 2 adjusting rings and to discuss. dis event at potential conflicts with actaling utilities. The CONTRACTOR shall assesses around the existing children prigs to construction of the proposed citility improvements to defending their exact leastform and sevection. the responsible is place on grade, and coordinate with other CONTRACTURE, all underground utility structure frames such or membeles, collaborates, and leads: deritors erosten combrol measures (straw bolles and filter fabric) until Vess is extrabilished. e fire most.) for implementation of the "Soil Emeion and day its for Control Measures" as applicable. Adhers to the criteria for the supercition between unfer moints and the stem and senting server lines on described in the Technical Colory Stemments. Decision of Public Water Supplies, Bindle Confronmental Protection Agency (See Standard Smethications). French backfill material shaft consist of CA~8 oppregate. d) literatorie and Cotchbosin frome and grate — Neerok R=2504–b shen noted for open lide. c) Yard Inlet — E.J.f.W. Ho. 1020 with Type 1/2 flat grate or Neuroph R-4340 B. When weed on montholess π/Rat tops, a minimum of one 2" adjusting shall be used. b) For FVC, Secrete electromento seoi jointe, ASTN D-3139. e) For ROP; ASTM C=443 ("a-ring"). Bedding shoth be CA-11, and should extend to 5° above the top of above. Rolled curb and guitter lifet = E.J.I.W. No. 7525 or Neenah R=3501 P. Manhole from and cover — E.J.I.W. No. 1058 or Nemah R-1550 enhanced "STORM", with Type A happy duty cover, for Greed Uds. Polyment chloride pipe (PKC), where indicated on the plane which what meet or exceed the performance requirements of ASTM 0-2241, SDR-25. Book of Payment.

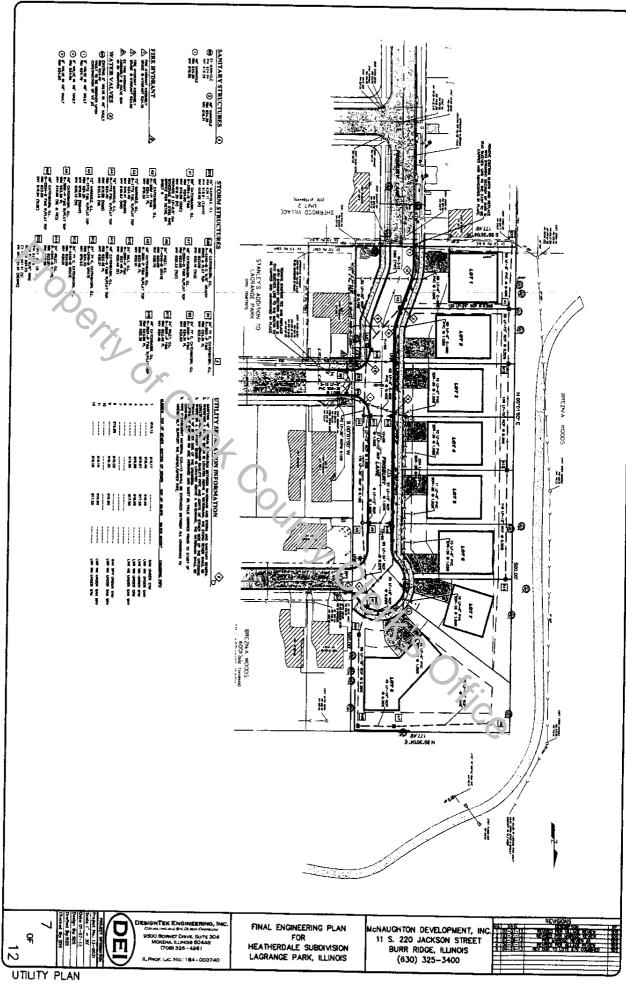
Book of Payment when made made and storm sever that shall be point for all the contract; with group are LIFELL (TOT). The prices and shallons at the contract with the contrac I destined of teasurement

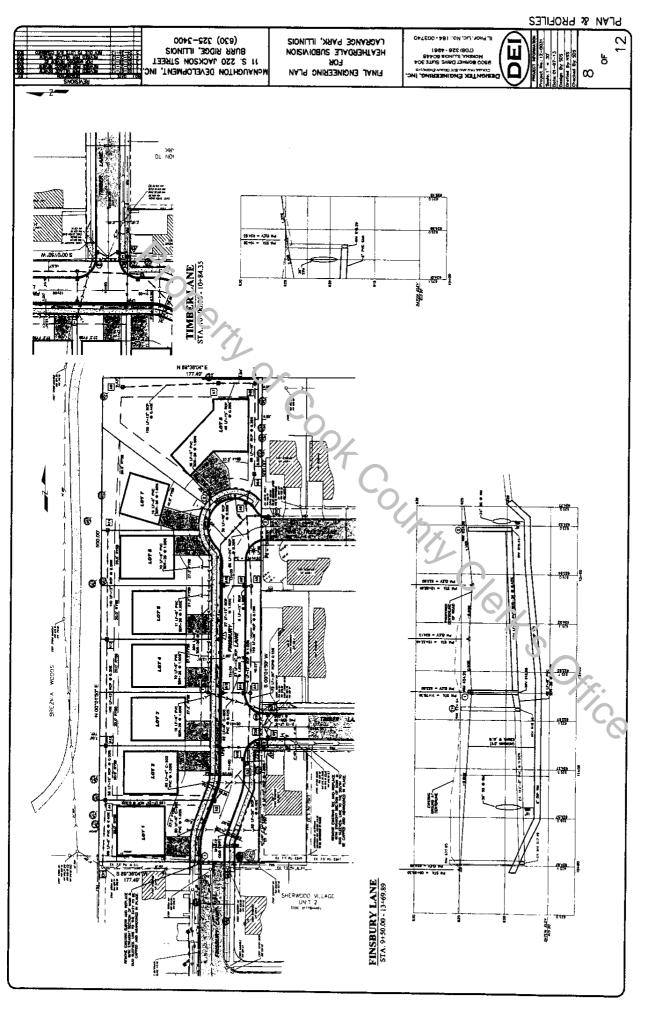
) All scalings were, strong stone, and order math play don't to
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measured in the field offer. I would be present of the preprinciple 2) these than estiting distribution in price. To any other source of every to be a chapped in an 1 thinks Department of the activity the street in the first price of the charten the confidence of the first of the charten three first public to any properties to the relate of the charten three first public that the charten option to the charten of the O Statisty preservable and sembles should be extracted for extraction of an electric preservation of the control of the contro All crises make grad to destinated and tested moreologic to the Control of the Co in the process of distincting resty and plus, at values or other partnersons abrill be operated while the pipeline in filled with the chartesting opens. Trendy is the data to enthand it the pipe large among its descript of earth and a service and a serv letter meit wied hie betreit in occordance with Albeit C-200 and builded productioned responsements part in their occupience. A 2 is not produced and produce of the production of the productio Whee shall be many, and so that the strong chlorine potation in the line same, are deal and not like book into the line scapping the state. The size action is glotomethod and be high on a towar pressure you for the compressure. All desert and uniter moin departitions alout the constructed ... Section 41-201 of the "Standard Specifications for Retar or I Se or "Construction in Bissolis". All annitary senser lives its terreless shall be torsized in occardance with treat jurisdictions requirements. Pops shall be tiperated 80 days often installation. Prior to final occapitation, to within respect year Dby copy of the tilentimal main and sendors shall be provided to the Williage. Cypture for reviews. moth boother material shall be paid for oil the combact unit price CLOSC YMO, and shall include the jetting of the in-place land. At a settiny same contention (and storm same contention is pre-sent area). The property of the content of the content of the badies blockens send in 1/4 the content density of the same play but not have then they off inches not receive than slight (in house). Indicated and at Co-11 or Co-15 and deal setters of heart [2] shows the tags of the play man young proj. All distributed streets/force makes shall be plugged at both ends with a minimum of two (2) that fairs non-shrink concrete/marker plugs. therems is unitary/constant and crimes upon a determin, he animaly action of the wheeless of the control of the All existing septic systems shall be abandoned. Abondoned tasks phase be filled with grounder material or removed. All semblery membelses (and shorm monitodes in combined wewer creams), shot focus o mishimum resists disposition of all technic, and shot but cost to piece grey-cost resistances concretion. Reliability intelligibility connectors, combinming in ASTM C-923, shott be used between monitode and pipes. When connecting to an existing sever main by means other than an existing was test, or an existing mathois, one of the following methods shall be used "Bond-Sed" or almay Semble-type couplings shot be used in the connector of sesser pipe of destroic metarists. Devetten detum is 1955. Subtract 579.48 to reach City of Chicogo Detum All Boar drains shall discharge to the spoklary sensor system. Remove an aritime section of pipe (finanting only top of one bett) and reproce with a wye or the branch section. Orcider non-cut of sever main by proper tools ("Stewar-Top" machine or similar) and proper installation of hub-way wouldle or hub-tee would. All softery sever pipe motorists and joints (and storm sweet pipe materials and joints in a combined sever area) shall conform to: METROPALITAN TRAITS RECLAMATION INSTRUCTS CREATED CHECKED
THE METRIC LOCKED ADMINISTRAL MODITS.
THE METRIC LOCAL Server Systems Section Field Office must be notified at less
ton (2) working days prior to the commencement of any work (cell
TOP -508-4005). No footing drains or dynampacits. (No dynampacits or footing drains shot he dracity connected to the sterm some spelam. All dynampacits & sump pumps will discharge to grade.) (Net's: The District has approved less common plus materials on a qualities base. In addition is these above. Please contact the District if considering use a place above. PMC Growthy Server Phys 87 - 70 SOR 23.5 D- 1037 Cascorda (Plea C-14 RCP C-76 ACP C-428 With piese sutter, needly and eccentristy set and desired length of piese has inspected of program Althou, saling "band Seal" or similar couplings to had it filmsly in piece. 900 22 22 23 DE FINAL ENGINEERING PLAN FOR 11 S. 220 JACKSON STREET BURR RIDGE, ILLINOIS (630) 325-3400 읶 HEATHERDALE SUBDIVISION LAGRANGE PARK, ILLINOIS 12

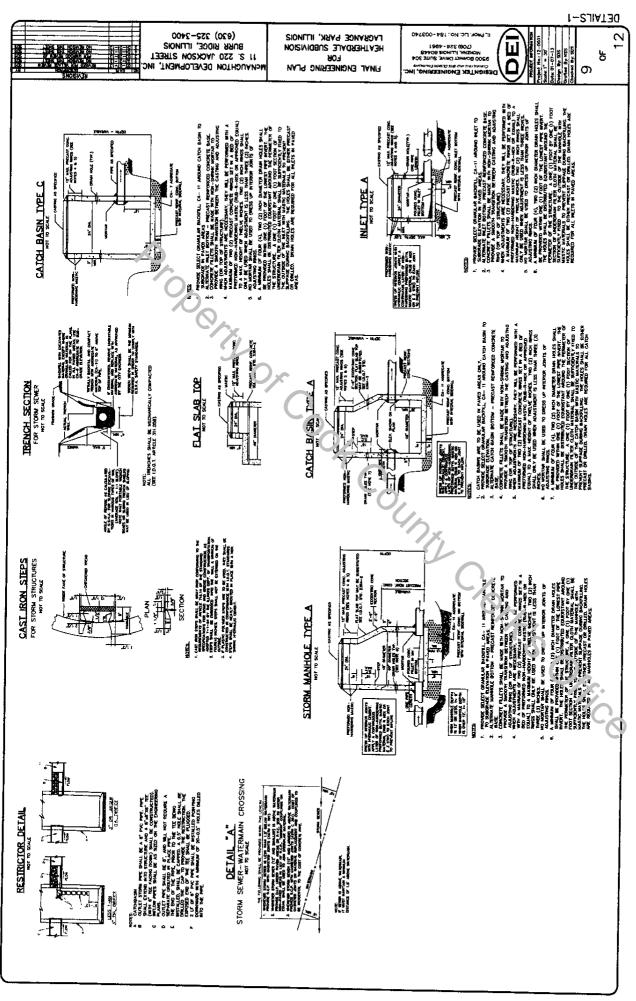


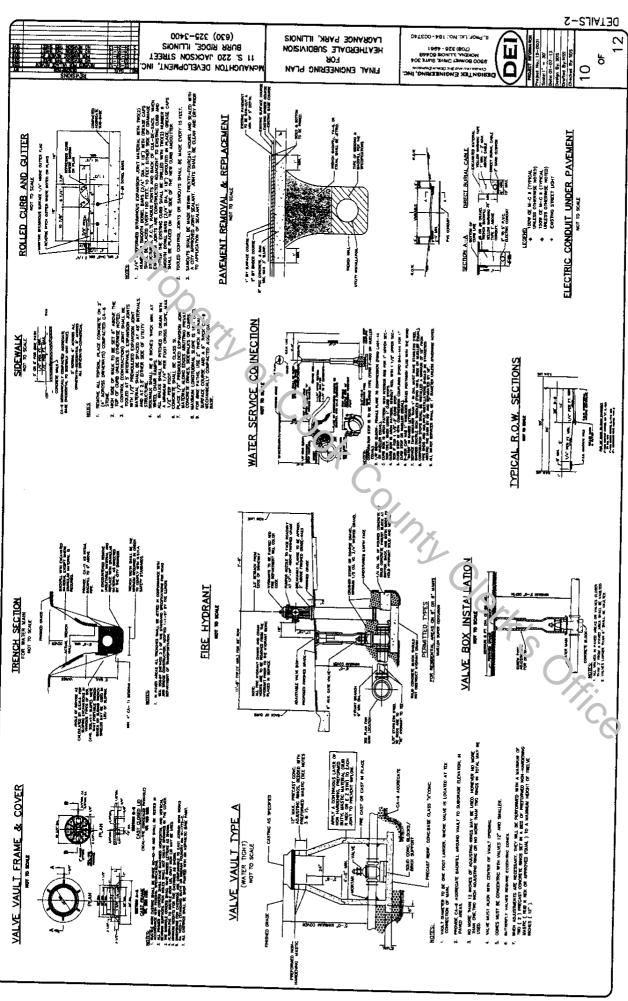


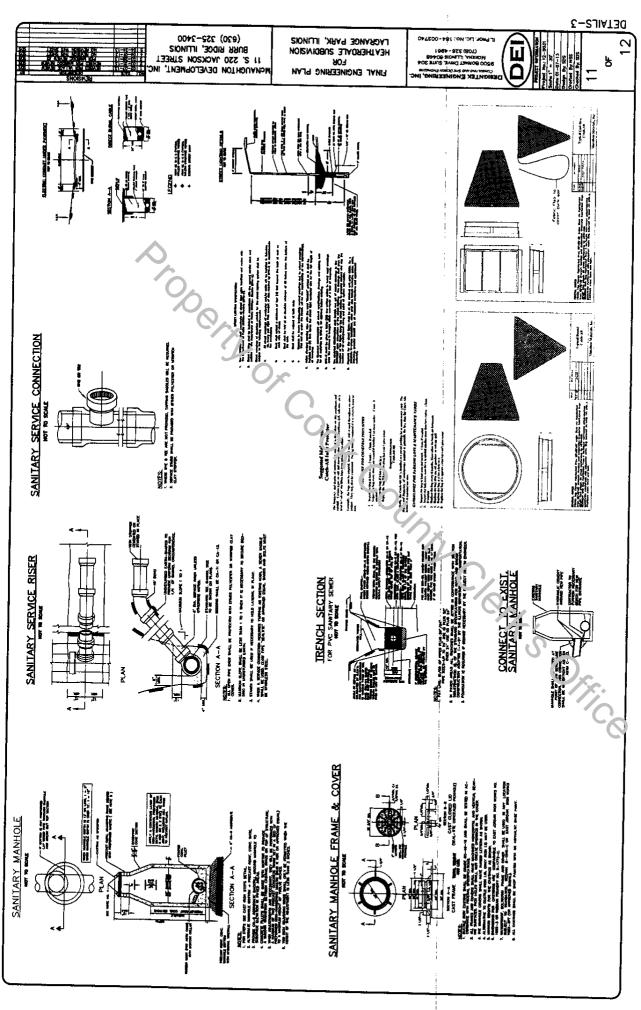




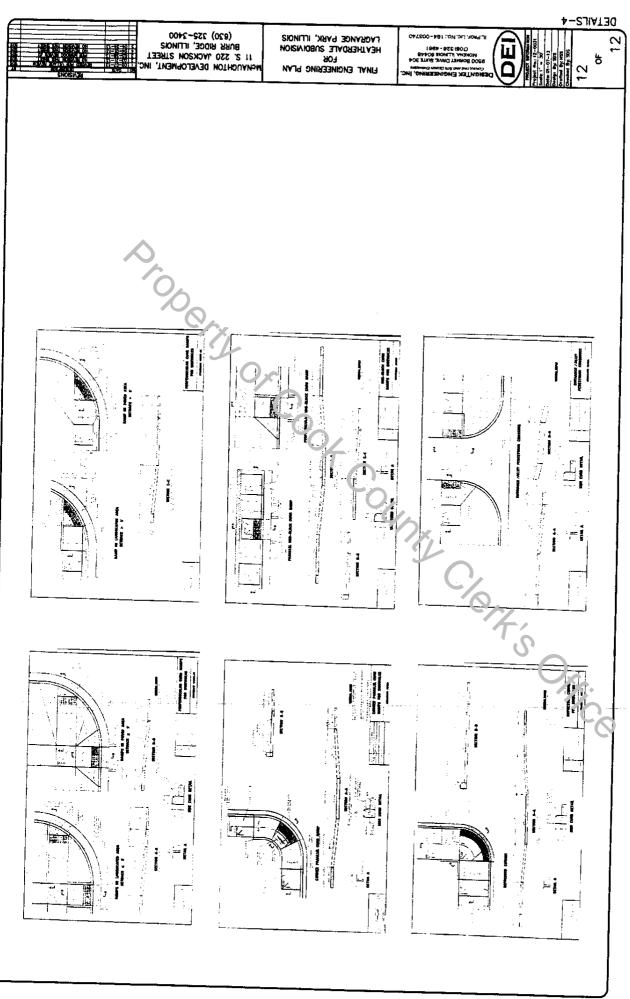








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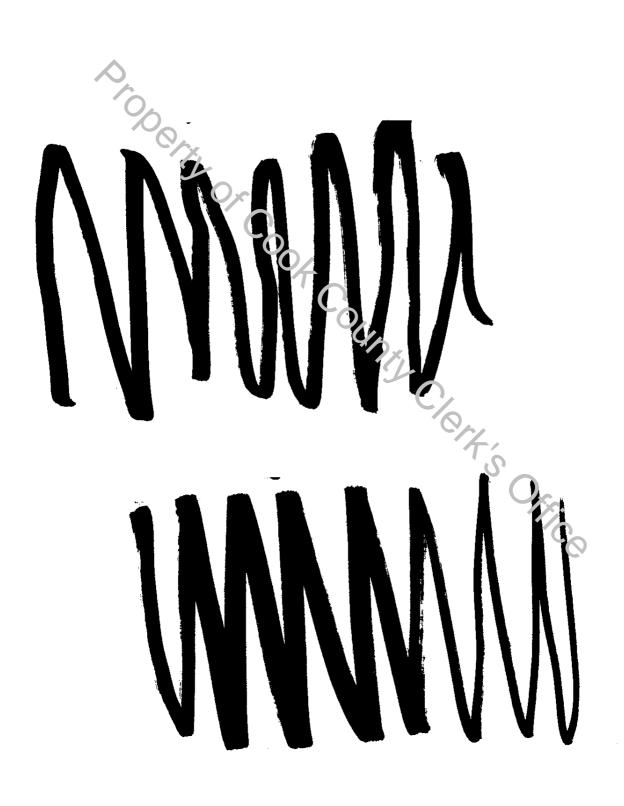


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EXHIBIT "D"

Engineer's Estimate



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DEI Project # 12-0031

FINAL ENGINEER'S OPINION OF

November 20, 2012 Revised 01/07/2013 Revised 02/05/2013 with Watermain Revised 2/20/2013 Revised 3/1/2013 (water main material value)

Heatherdale Subdivision

145 TIMBEP, LA NE, LAGRANGE PARK

PREPARED FOR:

McNaught in Divelopment

Burr Ridge, Illinois

PREPARED BY:

DesignTek Engineering, Inc. 9500 Bormet Drive, Suite 304 Mokena, Illinois 60448

This Engineer's Opinion of Probable Construction Costs is based on Final Plans prepared by DasignTek

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Heatherdale Subdivision 145 TIMBER LANE, LAGRANGE PARK

Rev March 1, 2013 DEI Project # 12-0031

FINAL ENGINEER'S OPINION OF

NO.	ITEM	UN	QUANTITY	UNIT COST	TOTAL AMOUNT
GR4	DING AND EROSION CONTROL				
1	Construction Entrance	SY	78	\$36.00	\$2,808.00
2	Silt Fence	LF	1,326	\$1.00	\$1,326.00
3	Topsoli Excavation (10" Avg)-To Stockpile	CY	2,678	\$2.15	\$5,757.70
	Earth Excavation (ROW) To Pad Fill	CY	1,500	\$3.25	\$4,875.00
5	Earth Excavation (Rear Yards)-Pad Fill	CY	1,000	\$12.00	\$12,000.00
	Inlet Protection	EA	10	\$400.00	\$4,000.00
7	Hauling Offsite	EA	1	\$30,000.00	\$30,000.00
8	Hydroseedin (ROW)	AC	0.2	\$4,500.00	\$900.00
		TOTAL	. GRADING		\$61,666.70

	NG-Roadway	· · · · · · · · · · · · · · · · · · ·			
1	Curb & Gutter Removal	LF	151	\$5.75	\$868.25
2	Conc. Walk Removal	SF	424	\$4.00	\$1,696.00
3	Concrete Public Sidewalk	SF	3,275	\$4.15	\$13,591.25
4	Asphalt Pvmt Removal (Full Depty)	SY	494	\$6.00	\$2,964.00
5	4" Agg. Base, CA-6, Type B (Curb)	SY	300	\$5.20	\$1,560.00
6	8" Agg. Base, CA-6, Type B	SY	1,446	\$8.00	\$11,568.00
7	Bit. Mat'l, Prime Coat (0.3 GL/SY)	GL	434	\$1.40	\$607.32
	Bit. Mat'l, Tack Coat (0.1 GL/SY)	GLI	145	\$1.60	\$231.36
9	4.0" Bit. Conc. Binder Course, Cl. I	- 5%	1,446	\$17.50	\$25,305.00
10	2.0" Bit. Conc. Surface Course, Cl. i		1,446	\$11.50	\$16,629.00
11	Fine Grading	SY	1,746	\$1.00	\$1,746.00
12	Geotextile Fabric	SY	1,746	\$2.50	\$4,365.00
13	M-3.12 (Rolled) Curb & Gutter (Includes	LF	902	\$12.00	\$10,824.00
	Depressed C&G)			<u> </u>	
14	Backfill curb	LF	9(2)	\$1.00	\$902.00
		TOTAL	PAVING		\$92,857.18

STREET LIGHTING				
1 250 W. Street Light (25' Pole)	EA	2	\$4,5°J.00	\$9,000.00
	TOTAL	STREET LIGHTIN	G	\$9,000.00

SANITARY SEWER				
1 8" Dia. PVC, SDR 26	LF	278	\$26.00	\$7,228.00
2 6" Dia. PVC Service Long	EA	2	\$1,875.00	\$3.750.00
3 6" Dia. PVC Service Short	EA	7	\$420.00	\$2,94 0.00
4 48" Día. Manhole	EA	2	\$1,825.00	\$3.550 U
5 Connect to Existing Manhole	EA	1	\$1,650.00	\$1,650.00
6 Trench Backfill Material (main)	CY	65	\$22.00	\$1,430.00
7 Trench Backfill Material (serv)	CY	82	\$22.00	\$1,804.00
8 Sewer Testing	LF	280	\$3.20	\$896.00
	TOTAL SAI	NITARY SEWE	R	\$23,348.00

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	8" Press. Conn. To 6" Main w/Valve & 60" Vault	EA		\$0.00	\$0.00
	Trench Backfill Material (main) Trench Backfill Material (serv)	CY	258 20	\$22.00 \$22.00	\$5,676.00 \$440.00
10	w/Valve & 60" Vault Main Testing (onsite)	LF	405	\$2.40	
	Added Main to Connect at Finsbury Labor	LF	60	\$19.00	\$972.00 \$1,140.00
12	Added Main to Connect at Finsbury Material	LF	60	\$26.00	\$1,560.00
13	8"Fittings with Mega Locks	EA	2	\$350.00	\$700.00
14	Added Polyviny' Wi apping	LF	60	\$1.50	\$90.00
15	Added Test and Cignnate (Est. Off Site)	ĻF	460	\$2.40	\$1,104.00
	Remove/ Replace Times, Hyd., Valve & Box	EA	1	\$4,200.00	\$4,200.00
17	Replace Pine Tree Valve	EA	1	\$600.00	\$600.00
18	Added Trench Backfill	CY	195	\$22.00	\$4,290.00
19	Disconnect Existing Loop 6" main 8 , s, lace with Tees	EA	1	\$1,500.00	\$1,500.00
20	8" Valve w/ 48" Vauit	EA	3	\$2,200.00	\$6,600.00
		OTAL WA	TER MAIN	<u> </u>	\$66,624.50

STORM SEWER				· · · · · · · · · · · · · · · · · · ·
1 36" Dia. RCP	LF	303	\$48.00	\$14,544.00
2 24" Dia, RCP	LF	210	\$34.00	\$7,140.00
3 18" Dia, RCP	LF	0	\$29.00	\$0.00
4 15" Dia. RCP	LF	1/3	\$24.50	\$3,993.50
5 12" Dia. RCP	LF	গ্রহ	\$23.00	\$7,245.00
6 4" Dia. PVC, Sumpdrain (Stubs)	LF	90	\$10.00	\$900.00
7 72" Dia. Manhole	EA	3	\$1,985.00	\$5,955.00
8 60" Dia. Manhole	EA	0	\$2,000,00	\$0.00
9 48" Dia. Manhole	EA	2	\$1 (25.0)	\$2,850.00
10 60" Dia. Catch Basin	EA	1	\$1,700.00	\$1,760.00
11 60" Dia. Catch Basin w/Restrictor Pipe	EA	1	\$2,150.0)	
12 48" Dia. Catch Basin	EA	2	\$1,630.00	\$3,260.00
13 24" Dia. Inlet	EA	7	\$850.00	\$5,950.00
14 Connect to Exist. Manhole	EA	3	\$850.00	\$2,550.00
15 Trench Backfill Material	CY	64	\$22.00	\$1,408.00
16 Adjust Exist.Manhole Frame & Grate	EA	1	\$260.00	\$1,60.00
	TOTA	L STORM SEWER		\$59 %66.00

MISCELLANEOUS				
1 Parkway Trees	EA	13	\$400.00	\$5,200,00
	TOTAL MISC	ELLANEOUS		\$5,200.00

\$61,666.70
\$92,857.18
\$9,000.00
\$23,348.00
\$66,624.50
\$59,965.50
\$5,200.00
\$318,661.88
\$31,866.19
\$350,528.07