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**SUBDIVISION AGREEMENT
BY, BETWEEN AND AMONG**

**THE VILLAGE OF NORTHBROOK
AND**

ALLEN B. FRAKE AND FRANCES FRAKE

(WALTERS AVENUE SUBDIVISION)

DATED AS OF Oct 30, 1997

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**SUBDIVISION AGREEMENT
FOR
WALTERS AVENUE SUBDIVISION**

THIS AGREEMENT is made as of the _____ day of _____, 1997, and is by, between and among the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation (the "Village"), **ALLEN B. FRAKE** and **FRANCES FRAKE** (collectively, the "Owners").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule powers, the parties hereto agree as follows:

SECTION 1. RECITALS.¹

A. The Village is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.

B. The Owners are, as of the Effective Date of this Agreement, the owners of record of the Property.

C. The Owners desire and propose to have the Property subdivided from two lots into three lots and to have each such lot developed with one single family home.

D. The Property is located in the R-4 Single Family Residential District.

E. The Village and the Owners desire that the Property be developed and used only in substantial compliance with this Agreement.

F. A public hearing was held by the Plan Commission on October 17, 1995 to consider: (i) approval of a tentative plat for the subdivision of the Property from two lots into three lots; and (ii) waiver of the requirements of Subsection 4-104 C of the Subdivision Code relating to the location of stormwater detention and retention facilities (collectively, the "Initial Relief"). On November 7, 1995, the Plan Commission rendered its recommendation in favor of all of the Initial Relief in Resolution No. 95-PC-15.

G. On December 12, 1995, the Corporate Authorities granted the Initial Relief in Resolution No. 95-R-157.

H. On July 1 and July 15, 1997, the Plan Commission considered approval of a final plat for the subdivision of the Property from two lots into three lots and rendered its recommendation in favor of final plat approval on July 15, 1997 in Resolution No. 97-PC-12.

I. The Corporate Authorities, after due and careful consideration, have concluded that the subdivision, development and use of the Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area and would serve the best interests of the Village.

¹ All capitalized words and phrases throughout this Agreement shall have the meanings set forth in the preamble above and in Section 2 of this Agreement.

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SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Building Code": Chapter 6, entitled "Building and Construction Regulations", of the Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

"Corporate Authorities": The President and Board of Trustees of the Village.

"Effective Date": The date of execution of this Agreement by all parties hereto, which date shall be deemed to be the date set forth in the first paragraph of Page 1 of this Agreement.

"Final Engineering Plan": That certain engineering plan prepared by Daniel Creaney Company, consisting of six sheets, with latest revision date of September 10, 1997, which plan has been approved by the Village Engineer, a copy of which is attached hereto as Exhibit A.

"Final Landscaping Plan": That certain landscaping plan prepared by Daniel Creaney Company, consisting of one sheet, with latest revision date of December 4, 1996, a copy of which is attached hereto as Exhibit B.

"Final Subdivision Plat": That certain subdivision plat prepared by Jens K. Doe Survey Service, Inc., consisting of one sheet, with latest revision date of September 9, 1997, a copy of which is attached hereto as Exhibit C.

"Force Majeure": Strikes, lockouts, acts of God or other factors beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless such weather conditions are unusually severe or abnormal considering the time of year and the particular location involved.

"Improvements": The public and private on-site and off-site improvements to be made in connection with the subdivision and development of the Property as described or listed on the Final Engineering Plan, and as provided in Section 5 of this Agreement.

"Lot": Lots 1, 2 and 3 of the Property, as depicted on the Final Subdivision Plat.

"Plan Commission": The Plan Commission of the Village, established by Section 2-451 of the Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

"Property": That certain tract of land consisting of approximately 1.72 acres, commonly known as 2705 Walters Avenue and 2713 Walters Avenue, Northbrook, Illinois and legally described in Exhibit D attached hereto.

"Public Improvements Standards Manual": Village of Northbrook Standards and Specifications for Public and Private Improvements, dated October, 1990, as the same has been and may, from time to time hereafter, be amended.

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"Requirements of Law": All applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules and regulations.

"Subdivision Code": The Village of Northbrook Subdivision and Development Code (1991), as the same has been and may, from time to time hereafter, be amended.

"Zoning Code": The Northbrook Zoning Code (1988), as the same has been and may, from time to time hereafter, be amended.

SECTION 3. APPROVAL OF FINAL SUBDIVISION PLAT.

The Village shall adopt a valid and binding resolution, in substantially the form attached hereto as **Exhibit E**, approving the Final Subdivision Plat for the Subject Property, provided that such plat has been prepared and reviewed in accordance with this Agreement and the Requirements of Law. After the effective date of the resolution approving the Final Subdivision Plat, the Village shall promptly cause the Final Subdivision Plat to be properly recorded in the office of the Cook County Recorder of Deeds through Owners' escrow.

SECTION 4. DEVELOPMENT OF THE PROPERTY.

Notwithstanding any use or development right that may be applicable or available to the Property pursuant to the Zoning Code, the Property shall be developed and used only as follows:

A. **Specific Use and Development Restrictions.** No more than one single family detached dwelling and authorized accessory structures shall be constructed or located on any Lot.

B. **General Use and Development Restrictions.** Development of the Property, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Development, as appropriate, shall be pursuant to and in accordance with the following:

- i. this Agreement;
- ii. the Final Subdivision Plat;
- iii. the Final Engineering Plan;
- iv. the Final Landscaping Plan;
- v. all applicable provisions of the Zoning Code;
- vi. the Building Code;
- vii. the Public Improvements Standards Manual; and
- viii. the Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the above plans or documents, the plan or

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document that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 5. IMPROVEMENTS.

A. Description of Improvements. The Owners shall, at their sole cost and expense, construct and install all of the Improvements on the Property including, without limitation, the following:

- i. stormwater detention facilities, including storm sewer mains, detention basin and related appurtenances, as depicted on the Final Engineering Plan;
- ii. sanitary sewer main and sanitary sewer service lines for each Lot;
- iii. water service lines for each Lot; and
- iv. retaining wall along the east line of the Property and landscaping according to the Final Landscaping Plan.

B. Design and Construction of the Improvements.

i. General Standards. All Improvements shall be designed and constructed pursuant to and in accordance with the Final Engineering Plan, the Final Landscaping Plan and the Public Improvements Standards Manual, and to the satisfaction of the Village Engineer. All work performed on the Improvements shall be conducted in a good and workmanlike manner and with due dispatch in accordance with the schedule established in Subsection 5.D below. All materials used for construction of the Improvements shall be new and of first quality.

ii. Contract Terms; Prosecution of the Work. The Owners shall include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Final Engineering Plan and the Requirements of Law, until such work is properly completed, and providing that the Owners may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

iii. Engineering Services. The Owners shall provide, at their sole cost and expense, all engineering services for the design and construction of the Improvements, including full inspection services of a professional resident engineer responsible for overseeing the construction of the Improvements. The Owners shall promptly provide the Village with the name of such resident engineer and a telephone number or numbers at which such resident engineer can be reached at a " "

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iv. Village Inspections and Approvals. All work on the Improvements shall be subject to inspection and approval by Village representatives at all times.

v. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission or approval of any public agency or private party, the Owners shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain such consent, permission or approval.

C. Construction Traffic. At all times during the construction of the Improvements, the Owners shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions and hazards and shall repair any damage caused by such construction traffic.

D. Completion of the Improvements. All Improvements shall be completed and made ready for inspection, approval and, where appropriate, acceptance by the Village pursuant to the construction schedule approved by the Village Engineer as part of the Final Engineering Plan. The Owners shall be allowed extensions of time beyond the completion dates set forth in such construction schedule only for unavoidable delay caused by Force Majeure.

E. Dedication and Maintenance of the Improvements.

i. Final Inspection and Approval of the Improvements. The Owners shall notify the Village when they believe that any or all of the Improvements have been fully and properly completed and shall request final inspection, approval and, where appropriate, acceptance of the Improvement or Improvements by the Village. Such notice and request shall comply with, and include, all requirements of Section 3-506 of the Subdivision Code and shall be given far enough in advance to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow the Owners time to make all required repairs and corrections prior to the scheduled completion date. The Owners shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve or accept any portion of the Improvements until all of the Improvements, including all punch list items, have been fully and properly completed.

ii. Dedication and Acceptance of Specified Improvements. Neither the execution of this Agreement nor the approval or recordation of the Final Subdivision Plat shall constitute an acceptance by the Village of any public facilities that are depicted as "dedicated" on the Final Subdivision Plat or Final Engineering Plan, if any, or of any public Improvements. The acceptance of all public Improvements shall be made only in compliance with the requirements of the Subdivision Code, including, without limitation, Sections 3-506 and 3-507 of that Code.

iii. Owners' Maintenance of Improvements. For a period of at least two years following Village approval, the Owners shall, at their sole cost and expense, maintain without any modification except as specifically approved in writing by the Village Engineer, in a first rate condition at all times, the Improve-

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ments. In the event the Village Engineer determines, in his sole and absolute discretion, that the Owners are not adequately maintaining, or have not adequately maintained, any Improvement, the Village may, after 10 days' prior written notice to the Owners, but shall not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to any such Improvement. In the event that the Village shall cause to be performed any work pursuant to this Subsection, the Village shall have the right to draw from the performance securities deposited pursuant to Section 10 of this Agreement, or the right to demand payment directly from the Owners, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of such work, including legal fees and administrative expenses. The Owners shall, upon demand by the Village, pay such amount to the Village.

F. Transfer of Ownership of the Improvements and Easements to the Village. Upon the approval of, and prior to acceptance of, the Improvements to be accepted by the Village pursuant to Subsection 5.E above, the Owners shall execute, or cause to be executed, such documents as the Village shall request to transfer ownership of such Improvements to, and to evidence ownership of such Improvements by, the Village, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Village in writing. The Owners shall, at the same time, grant, or cause to be granted, to the Village all such insured easements or other property rights as the Village may require to install, operate, maintain, service, repair and replace the Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Village in writing.

G. Two-Year Guaranty of the Improvements. The Owners hereby guarantee the prompt and satisfactory correction of all defects and deficiencies in the Improvements, including, without limitation, landscaping installed by the Owners on public lands or within public rights-of-way or easements, that occur or become evident within two years after approval and, where appropriate, acceptance of the Improvements by the Village pursuant to this Agreement. If any such defect or deficiency occurs or becomes evident during such period, then the Owners shall, after 10 days' prior written notice from the Village (subject to Force Majeure), correct it or cause it to be corrected. In the event any Improvement is repaired or replaced pursuant to such a demand, the Guaranty provided by this Subsection 5.G shall be extended, as to such repair or replacement, for two full years from the date of such repair or replacement.

H. Issuance of Permits and Certificates.

i. Right to Withhold Permits and Certificates. The Village shall have the absolute right to withhold any building permit or certificate of occupancy at any time the Owners are in violation of, or are not in full compliance with, the terms of this Agreement.

ii. Demolition of Existing Structures. The Village shall have no obligation to issue any building permits or other permits for work to be performed on any Lot on the Property until all structures located on the Property as of the date of this Agreement that do not comply with the applicable yard, setback and

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other zoning requirements for the Lots have been demolished and all debris resulting from such demolition removed from the Lots.

iii. Completion of Stormwater Detention Facilities. The Village shall have no obligation to issue any building permits or other permits for work to be performed on the Property until the stormwater detention facilities, including storm sewer mains, detention basin and related appurtenances, as depicted on the Final Engineering Plan, are completed to the satisfaction of the Village Engineer.

iv. Completion of Improvements. The Village shall issue no certificates of occupancy for any building or structure located on the Property until the Improvements are completed by the Owners in accordance with the schedule established pursuant to Subsection 5.D above or until other arrangements satisfactory to the Village Engineer, in his sole and absolute discretion, shall have been made. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all the Improvements and approval and, where appropriate, acceptance thereof by the Village shall not confer on the Owners any right or entitlement to any other building permit or certificate of occupancy.

i. Completion of Construction. If the Owners fail to diligently pursue all construction as required in, or permitted by, Sections 4 and 5 of this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for such construction, and if the building permit or permits are not renewed within three months after the expiration thereof, the Owners shall, within 60 days after notice from the Village, remove any partially constructed or partially completed buildings, structures or improvements from the Property. In the event the Owners fail or refuse to remove said buildings, structures and improvements, as required, the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and/or remove any of said buildings, structures and improvements, and the Village shall have the right to charge the Owners an amount sufficient to defray the entire cost of such work, including legal and administrative costs, if the amount so charged is not paid by the Owners within 30 days following a demand in writing by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien against the Lot on which the work was performed, and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien in the same manner as mortgage foreclosure proceedings.

SECTION 6. DAMAGE TO PUBLIC PROPERTY.

The Owners shall maintain the Property and all streets, sidewalks and other public property in and adjacent to the Property in a good and clean condition at all times during development of the Property and construction of the Improvements. Further, the Owners shall promptly clean all mud, dirt or debris deposited on any street, sidewalk or other public property in or adjacent to the Property by the Owners or any agent of or contractor hired by, or on behalf of, the Owners; and shall repair any damage that may be caused by the activities of the Owners or any agent of or contractor hired by, or on behalf of, the Owners.

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SECTION 7. RECAPTURE.

A. Paid by Owners. The Owners do hereby unconditionally agree to pay, promptly upon request by the Village, a fair and equitable share of all prior storm and sanitary sewer improvements that have been developed in the area surrounding the Property and that benefit the Property. Computation of such recapture benefit has been determined by the Village, based on applicable recapture resolutions, and acknowledged by the Owners, to be as follows:

Storm and Sanitary Sewer:	Resolution No. 61-R-4	\$350.00
	Total	\$350.00

B. Paid to Owners. The parties do hereby agree that the Owners are not entitled to any recapture amounts as a result of the installation of the Improvements.

SECTION 8. DEDICATIONS, DONATIONS AND CONTRIBUTIONS.

The Owners have entered into agreements for the satisfaction of applicable donation and contribution requirements with the following districts: (i) Northbrook Park District; (ii) Northfield Township High School District No. 225; and (iii) Elementary School District No. 28.

SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.

A. General Requirements. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Owners shall pay to the Village, as and when due, all application, inspection and permit fees, all water and sewer general and special connection fees, tap on fees, charges and contributions, and all other fees, charges and contributions required by applicable Village codes, ordinances, resolutions, rules or regulations.

B. Special Requirements. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, the Owners shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration and review of this Agreement. Payment of all such fees, costs and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement shall be made by a certified or cashier's check immediately upon execution of this Agreement by the Village President. Further, the Owners agree that they will continue to be liable for and to pay, immediately upon presentation of a written demand or demands therefor, such fees, costs and expenses incurred in connection with any applications, documents or proposals, whether formal or informal, of whatever kind submitted by the Owners during the term of this Agreement in connection with the development and use of the Property. Further, the Owners agree that they shall be liable for and shall pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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SECTION 10. PERFORMANCE SECURITY.

A. General Requirements. As security to the Village for the performance by the Owners of the Owners' obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, the Owners shall deposit with the Village Manager performance guarantees ("Guarantee") consisting of a cash deposit and a letter of credit from a bank or other financial institution having capital resources of at least \$50,000,000.00 in form and substance substantially conforming with Exhibit F and satisfactory to the Village Attorney. The cash deposit portion of the Guarantee shall be at least ten percent of the amount required pursuant to Subsection 10.B of this Agreement.

B. Amount of Guarantee. The Guarantee shall be in a total amount equivalent to either:

- i. the total amount plus 10 percent of the actual, executed contracts for the construction of the Improvements, plus applicable Village review and inspection fees; or
- ii. in the event that actual, executed contracts for such Improvements are not available, the total amount plus 25 percent of an estimate of the cost of the Improvements, plus applicable Village review and inspection fees.

All such contracts and estimates shall be subject to review and approval by the Village Engineer.

C. Reduction of Guarantee. The aggregate amount of the letter of credit may be reduced by the Owners in accordance with the schedule contained in the Subdivision Code. All requests by the Owners to reduce the amount of the letter of credit shall be accompanied by and shall include, without limitation, the following:

- i. the total original amount of the applicable letter of credit;
- ii. an itemized list of all approved and pending requests to reduce the total original amount of the applicable letter of credit;
- iii. the total original amount of the contract for the improvement(s) on which a reduction is requested;
- iv. the amounts of any increases or decreases in the total original amount of the contract;
- v. the amount of the reduction in the applicable letter of credit requested by the Owners; and
- vi. lien waivers from all contractors and subcontractors of the Owners for the improvement(s), evidencing that payment for the reduction amount has been made.

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Unless so reduced, the letter of credit deposit shall be held by the Village in escrow until completion of the applicable Improvements and shall, at the Village's discretion, be drawn on or retained by the Village in the event that the Owners fail to construct and complete, in a good and workmanlike manner pursuant to and in accordance with this Agreement, the applicable Improvements or any portion thereof. Upon the Village's certification of completion of construction of the Improvements, the Village shall release the letter of credit and the cash deposit. All Guarantee deposits shall be maintained at the Owners' sole cost and expense.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Owners acknowledge and agree that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Improvements, or the issuance of any approvals, permits, certificates or acceptances, for the development or use of the Property or the Improvements, and that the Village's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owners, or any of their heirs, successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. The Owners acknowledge and agree that all notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agree not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Owners, only as to their own acts and omissions, agree to, and do hereby, hold harmless and indemnify the Village, the Corporate Authorities, the Plan Commission and all Village elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans for the Property or the Improvements; (ii) the issuance of any approval, permit, certificate or acceptance for the Property or the Improvements; (iii) the development, construction, maintenance or use of any portion of the Property or the Improvements; and (iv) the collection and distribution of amounts paid by the Owners pursuant to Subsection 7.A of this Agreement.

D. Defense Expense. The Owners, only as to their own acts or omissions, shall, and do hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Subsection 11.C above.

SECTION 12. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

All obligations assumed by the Owners under this Agreement shall be binding upon such party personally, upon any and all of the respective party's heirs, successors and assigns, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Property. To assure that all such heirs, successors, assigns and successor owners have notice of this Agreement and the obligations created by it, the Owners shall:

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1. Deposit with the Village Clerk, concurrent with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement with the Cook County Recorder of Deeds; and
2. Notify the Village in writing at least 30 days prior to any date upon which such party transfers a legal or beneficial interest in any portion of the Property to any party not a party to this Agreement; and
3. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property to any party not a party to this Agreement; and
4. Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any party not a party to this Agreement, the transferee of said portion of or interest in the Property to execute an enforceable written agreement, in substantially the form attached hereto as **Exhibit G**, agreeing to be bound by the provisions of this Agreement (a "Transferee Assumption Agreement") and to provide the Village, upon request, with such reasonable assurance of the financial ability of such transferee to meet those obligations as the Village may require;

provided, however, that the requirements stated in the three preceding clauses shall not apply to any contract for, or transfer of, an individual Lot or group of Lots for which all Improvements have been completed and approved and, where appropriate, accepted pursuant to Section 5 of this Agreement. The Village agrees that upon a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required herein, the personal liability of the Owners shall be released to the extent of the transferee's assumption of such liability. The failure of the Owners to provide the Village with a fully executed copy of a Transferee Assumption Agreement required above by the transferee to be bound by the provisions of this Agreement and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any such transfer shall result in such party remaining fully liable for all of such party's obligations under this Agreement but shall not relieve the transferee of its liability for all such obligations as a successor to such party.

SECTION 13. TERM.

The provisions of this Agreement shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Owners, the Village and any of their respective legal representatives, heirs, grantees, successors and assigns, from the date this Agreement is recorded and until the Improvements are approved by the Village and the public Improvements, as required by this Agreement and the Subdivision Code, are accepted by the Village. Following such approval and acceptance, the Village agrees, upon written request of the Owner, to execute appropriate and recordable evidence of the termination of this Agreement.

SECTION 14. ENFORCEMENT.

The parties hereto may, in law or in equity, by suit, action, mandamus or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers or

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By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

D. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such right shall not be deemed or construed a waiver thereof, nor shall such failure void or affect the Village's right to enforce such right or any other right.

E. Consents. Whenever the consent or approval of any party hereto is required in this Agreement, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Non-Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the entire remainder of this Agreement shall, thereupon, be null and void and of no further force and effect, it being the intent of the parties that all of the provisions of this Agreement be treated as an individual whole.

H. Entire Agreement. This Agreement shall constitute the entire agreement of the parties to this Agreement; all prior agreements between the parties, whether written or oral, are merged in this Agreement and shall be of no force and effect.

I. Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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K. Headings. The table of contents, heading, titles and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend or describe the scope or intent of this Agreement.

L. Exhibits. Exhibits A through G attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

M. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by the Village and all owners of record of the Property at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

N. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

O. Authority to Execute. The Village hereby warrants and represents to the Owners that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owners hereby warrant and represent to the Village (i) that they have the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in and to bind the Property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owners hereunder will (a) result in a breach or default under any agreement to which the Owners are party or to which they or the Property is bound or (b) violate any statute, law, restriction, court order or agreement to which the Owners or the Property are subject.

P. Calendar Days and Time. Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

Q. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Village or the Owners.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXECUTION COPY

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

ATTEST:

Lona N. Louis
Village Clerk

VILLAGE OF NORTHBROOK

By: Mark W. Demich
Village President

WITNESS:

Suzanne M. [Signature]

ALLEN B. FRAKE

Allen B. Frake

WITNESS:

Suzanne M. [Signature]

FRANCES FRAKE

Frances Frake

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXECUTION COPY

ACKNOWLEDGMENTS

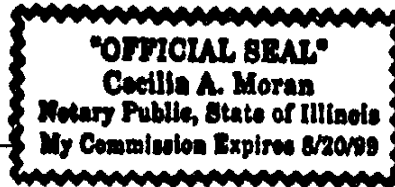
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on Oct 30, 1997, by Mark W. Damisch, the Village President of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Lorna N. Lewis, the Village Clerk of said municipal corporation.

Cecilia A. Moran
Signature of Notary

SEAL

My Commission expires: _____



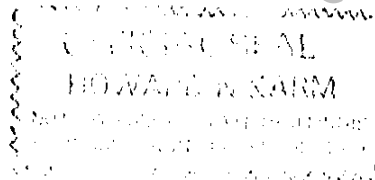
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on October 17, 1997, by ALLEN B. FRAKE, an individual.

How N. Karm
Signature of Notary

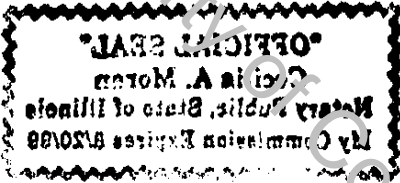
SEAL

My Commission expires: _____



UNOFFICIAL COPY

Property of Cook County Clerk's Office



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EXECUTION COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

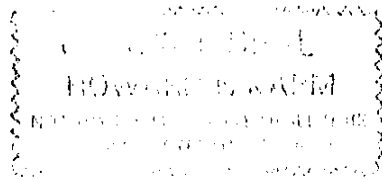
This instrument was acknowledged before me on October 17, 1997, by
FRANCES FRAKE, an individual.

H. W. A.

Signature of Notary

SEAL

My Commission expires: _____



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXECUTION COPY

INDEX OF EXHIBITS

Exhibit A	Final Engineering Plan
Exhibit B	Final Landscaping Plan
Exhibit C	Final Subdivision Plat
Exhibit D	Legal Description of the Property
Exhibit E	Resolution Approving Final Subdivision Plat
Exhibit F	Letter of Credit Form
Exhibit G	Transferee Assumption Agreement

Property of Cook County Clerk's Office

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VENUE SUBDIVISION

ROOK, ILLINOIS

WALTERS AVENUE
SUBDIVISION AGREEMENT
EXHIBIT A

Sheet 1 of 6

BY

TE CONSTRUCTION

Doc. # 98632042 Page 21 of 45

INDEX OF SHEETS

SHEET

PLAN

CONTROL PLAN

PLAN

NOTES

LEGEND


EXISTING

PROPOSED

---	STORM SEWER	---
---	SANITARY SEWER	---
---	WATER MAIN	---
⊙	MANHOLE	⊙
●	CATCHBASIN	●
▲	FIRE HYDRANT	▲
⊕	VALVE VAULT	⊕

DATE	REVISION	BY
9-10-97	VILLAGE REVIEW	J.L.R.
7-14-97	VILLAGE REVIEW	J.L.R.
12-4-96	ISSUED FOR CONSTRUCTION	J.L.R.
10-29-96	VILLAGE REVIEW	J.L.R.
9-6-96	VILLAGE REVIEW	J.L.R.
6-30-96	VILLAGE REVIEW	J.L.R.
5-7-96	VILLAGE REVIEW	J.L.R.
7-18-96	INITIAL VILLAGE SUBMITTAL	J.L.R.

NOTE: THE CONTRACTOR MUST VERIFY THE STAKES. IF THERE ARE ANY DISCREPANCIES IN THE PLANS, HE MUST IMMEDIATELY REPORT THEM TO THE ENGINEER BEFORE BEGINNING ANY WORK. OTHERWISE, THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF THE STAKES.

	DANIEL CREANEY COMPANY CONSULTING CIVIL ENGINEERS 450 SKOKIE BLVD SUITE 105 NORTHBROOK, IL. (708) 480-5757	SHEET 1
	DATE: 08-24-98	JOB NO. 2813

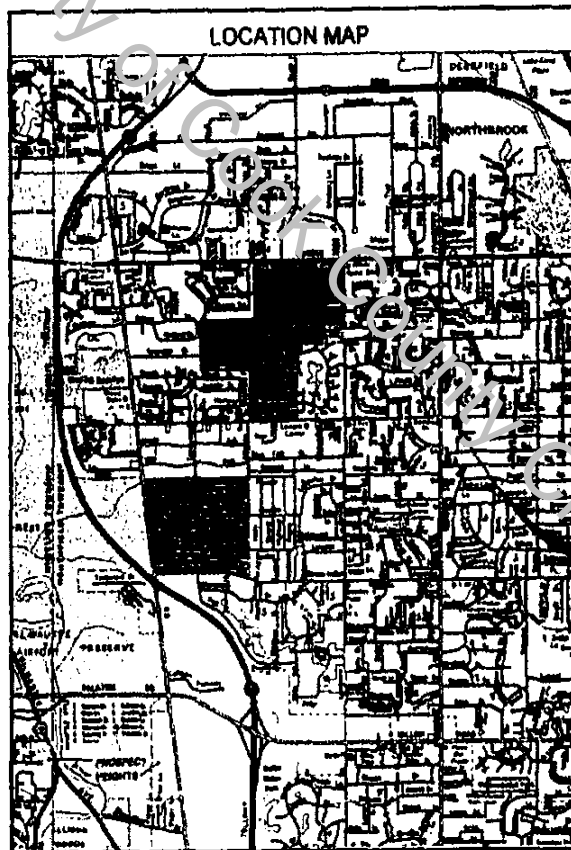
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THE WALTERS AV

NORTHB

FRAKE CONCRE

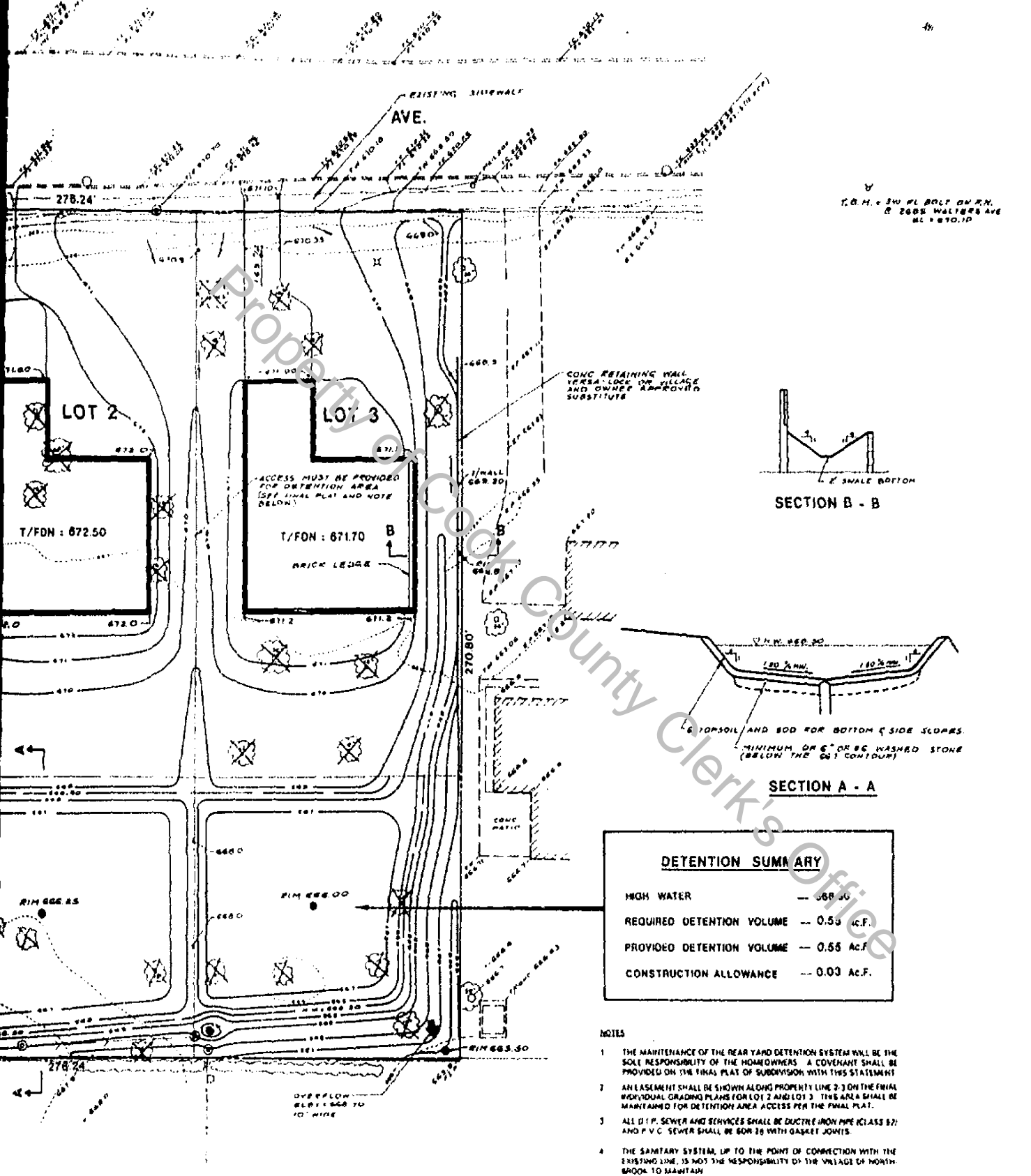
Property of City Clerk's Office



	IND
SHEET 1	COVER S
SHEET 2	GRADING
SHEET 3	EROSION
SHEET 4	UTILITY S
SHEET 5	DETAILS
SHEET 6	GENERA

BENCHMARK
SOUTHWEST FLANGE BOLT ON FIRE HYDRANT AT
2685 WALTERS AVENUE. U.S.G.S. ELEVATION = 670.10.

NOTICE TO CONTRACTOR
BEFORE BEGINNING CONSTRUCTION
ENGINEER'S LINE AND GRADE
FROM WHAT IS SHOWN ON THE
TO THE ENGINEER BEFORE DO
ASSUMES FULL RESPONSIBILITY



DETENTION SUMMARY	
HIGH WATER	— 368.50
REQUIRED DETENTION VOLUME	— 0.59 Ac.F.
PROVIDED DETENTION VOLUME	— 0.55 Ac.F.
CONSTRUCTION ALLOWANCE	— 0.03 Ac.F.

- NOTES
- 1 THE MAINTENANCE OF THE REAR YARD DETENTION SYSTEM WILL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS. A COVENANT SHALL BE PROVIDED ON THE FINAL PLAN OF SUBDIVISION WITH THIS STATEMENT.
 - 2 AN EASEMENT SHALL BE SHOWN ALONG PROPERTY LINE 2-3 ON THE FINAL INDIVIDUAL GRADING PLANS FOR LOT 2 AND LOT 3. THE AREA SHALL BE MAINTAINED FOR DETENTION AREA ACCESS PER THE FINAL PLAN.
 - 3 ALL D.I.P. SEWER AND SERVICES SHALL BE DUCTILE IRON PIPE (CLASS B) AND P.V.C. SEWER SHALL BE 60" IS WITH GASKET JOINTS.
 - 4 THE SANITARY SYSTEM, UP TO THE POINT OF CONNECTION WITH THE EXISTING LINE, IS NOT THE RESPONSIBILITY OF THE VILLAGE OF NORTH BROOK TO MAINTAIN.

CREANEY COMPANY
TINO CIVIL ENGINEERS
BROOKFIELD BLVD, SUITE 105
ORILLI, ILL. 60082 (708)480-5757

SCALE: 1" = 20'
NO. 2014

THE WALTERS AVENUE SUBDIVISION
NORTHBROOK, ILLINOIS

GRADING PLAN

DATE	NO.	BY	REVISION
7-10-97	0	J.C.P.	VILLAGE REVIEW
7-10-97	1	J.C.P.	VILLAGE REVIEW
10-2-97	2	J.C.P.	ISSUED FOR CONSTRUCTION
10-28-98	3	J.C.P.	VILLAGE REVIEW
9-6-26	4	J.C.P.	VILLAGE REVIEW
11-30-26	5	J.C.P.	VILLAGE REVIEW
0-1-26	6	J.C.P.	VILLAGE REVIEW
1-18-26	7	J.C.P.	INITIAL VILLAGE SUBMITTAL

SHEET
2
OF 6

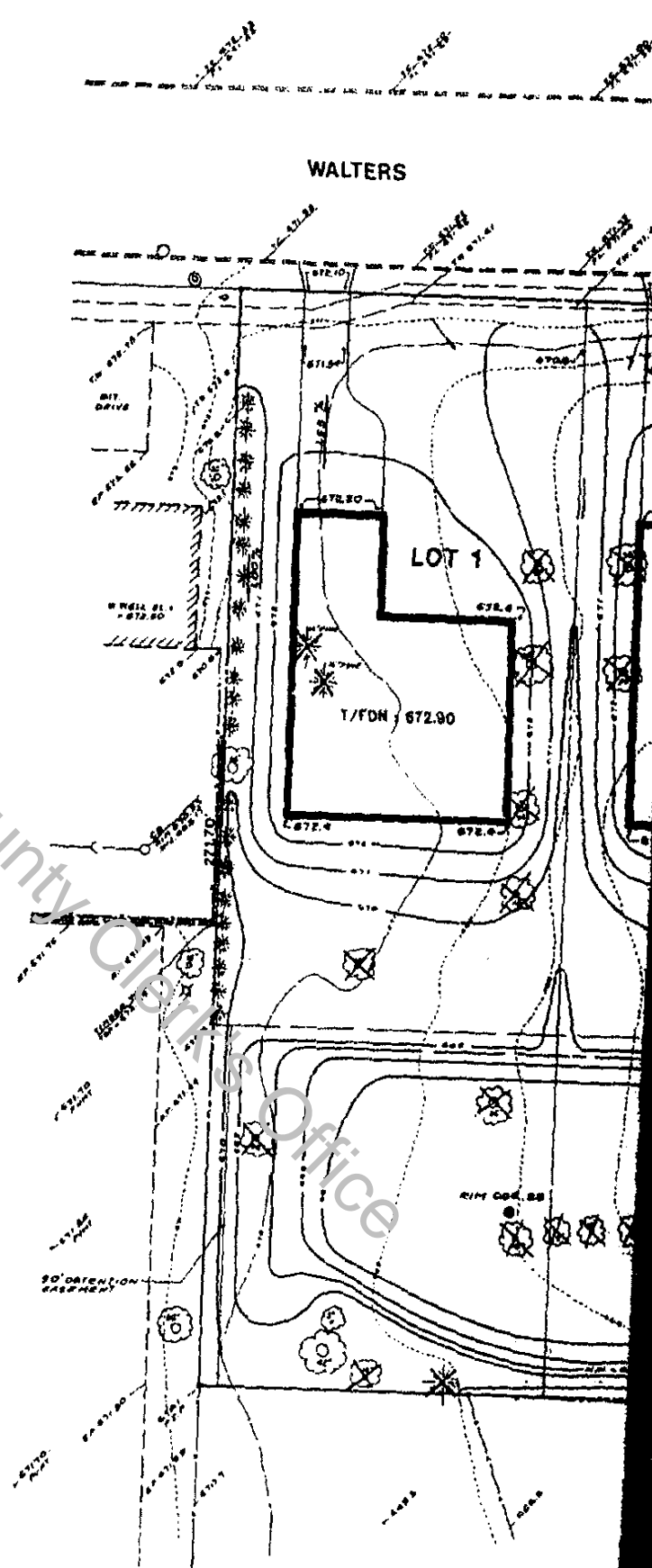
DATE 6-24-98


UNOFFICIAL COPY

- GRADING LEGEND**
- DRAINAGE STRUCTURE
 - DRAINAGE SUMMIT
 - DIRECTION OF FLOW
 - EXISTING SPOT ELEVATION
 - PROPOSED SPOT ELEVATION
 - EXISTING CONTOUR
 - PROPOSED CONTOUR

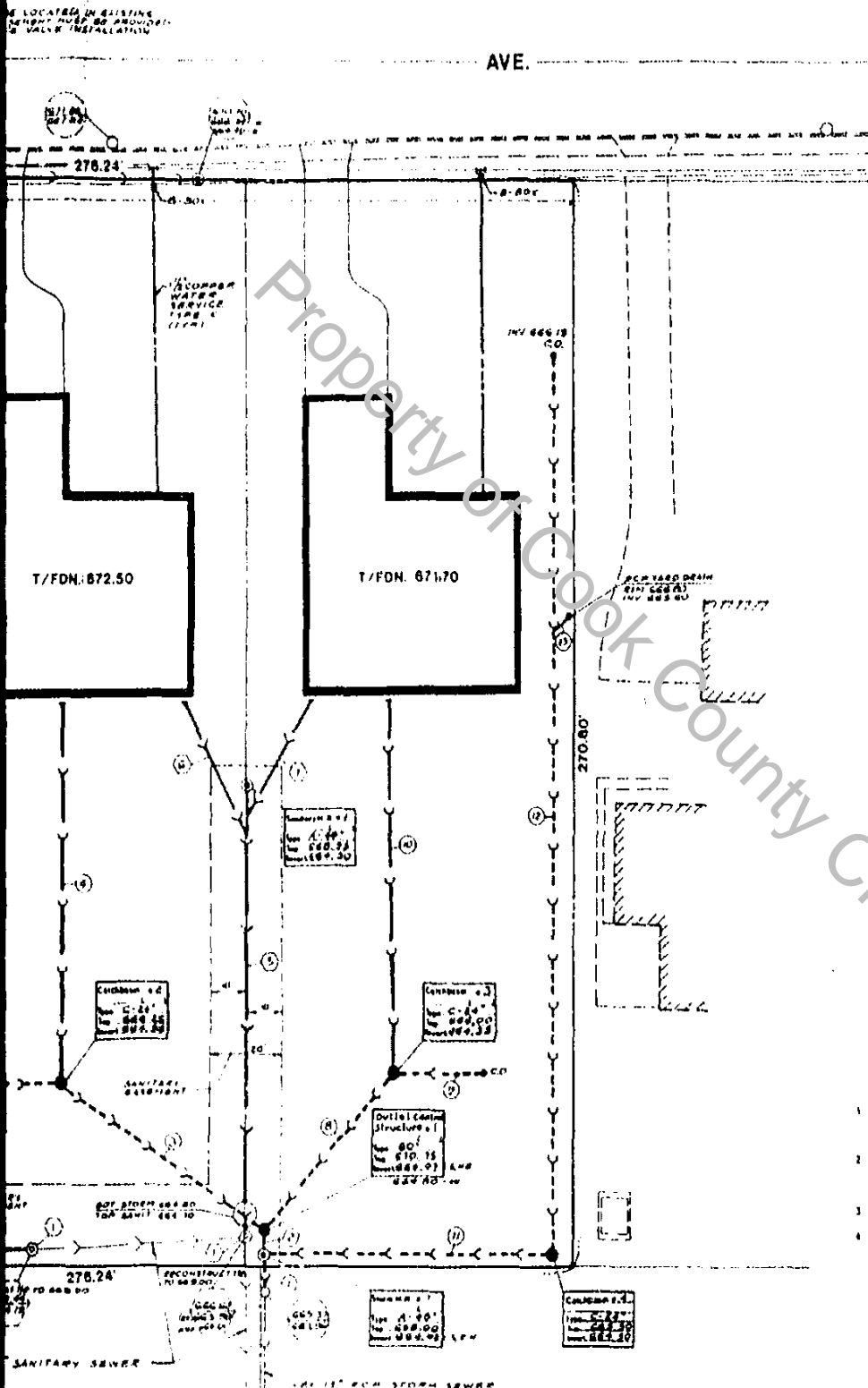


Property of Cook County Clerk's Office



 **DANIEL**
CONSUEL
45
NORTHBR
DESIGNED BY: J.N. CHECK
DRAWN BY: D.L. 108 W

R-4



STORM SEWER DATA

- (1) 10 L.F. 8" P.V.C., SDR-26, @ 0.60%
- (2) 5 L.F. 8" P.V.C., SDR-26, @ 1.00%
- (3) 70 L.F. 8" PERF. P.V.C. @ 0.20%
- (4) 98 L.F. 4" P.V.C., SDR-26, @ 1.00% MIN.
- (5) 80 L.F. 8" PERF. P.V.C. @ 0.20%
- (6) 50 L.F. 6" PERF. P.V.C. @ 0.50%
- (7) 98 L.F. 4" P.V.C., SDR-26, @ 1.00% MIN.
- (8) 55 L.F. 8" PERF. P.V.C. @ 0.50%
- (9) 25 L.F. 6" PERF. P.V.C. @ 0.50%
- (10) 95 L.F. 4" P.V.C., SDR-26, @ 1.00% MIN.
- (11) 80 L.F. 6" PERF. P.V.C. @ 0.50%
- (12) 225 L.F. 6" PERF. P.V.C. @ 0.75%
- (13) 6 L.F. 6" P.V.C., SDR-26, @ 0.75%

SANITARY SEWER DATA

- (1) CONNECT TO EXISTING MANHOLE BY CORING HOLE IN WALL. REWORK EXISTING CONCRETE BENCH TO ACCOMMODATE NEW PIPE PENETRATION.
- (2) 105 L.F. 8" D.I.P. @ 1.00%
- (3) DELETE
- (4) 137 L.F. 4" D.I.P. @ 1.35% MIN.
- (5) 110 L.F. 8" D.I.P. @ 0.45%
- (6) 40 L.F. 4" D.I.P. @ 1.35% MIN.
- (7) 35 L.F. 4" D.I.P. @ 1.35% MIN.

NOTES

- 1 THE VILLAGE OF NORTHBROOK ENGINEERING DEPT. (TOM MILLER @ 847.272.8050, EXT. 2331) MUST BE NOTIFIED TWO (2) DAYS PRIOR TO ANY CONSTRUCTION.
- 2 DISTURBANCE TO PROPERTY TO THE SOUTH MUST BE RESTORED WITH TOPSOIL AND SOON AFTER ANY OTHER ANY DAMAGED BUSHES MUST ALSO BE REPLACED.
- 3 ALL LEAKS SHALL BE SEALED IN EXISTING SANITARY MANHOLE.
- 4 IT SHALL BE NOTED IN THE DEVELOPMENT AGREEMENT THAT THE OWNER AT 2708 MAPLE MUST BE CONTACTED BY THE DEVELOPER IN WRITING (WITH A COPY OF THE VILLAGE OF NORTHBROOK) TO ENSURE A SATISFACTORY AGREEMENT OF THE REPLACEMENT OF BUSHES ALONG THEIR NORTH PROPERTY LINE THAT MAY BE DISTURBED BY STORM SEWER INSTALLATION.

CREANEY COMPANY
CIVIL ENGINEERS
3800E BLVD. SUITE 105
MILLER, ILL. 60062 (708) 480-5757

THE WALTERS AVENUE SUBDIVISION
NORTHBROOK, ILLINOIS

UTILITY PLAN

DATE	NO.	BY	REVISION
8-10-97	1	JLR	VILLAGE REVIEW
1-16-97	2	JLR	VILLAGE REVIEW
12-3-96	3	JLR	ISSUED FOR CONSTRUCTION
11-29-96	4	JLR	VILLAGE REVIEW
9-12-96	5	JLR	VILLAGE REVIEW
8-10-96	6	JLR	VILLAGE REVIEW
8-7-96	7	JLR	VILLAGE REVIEW
7-10-96	8	JLR	INITIAL VILLAGE SUBMITTAL

SHEET
3
OF 6

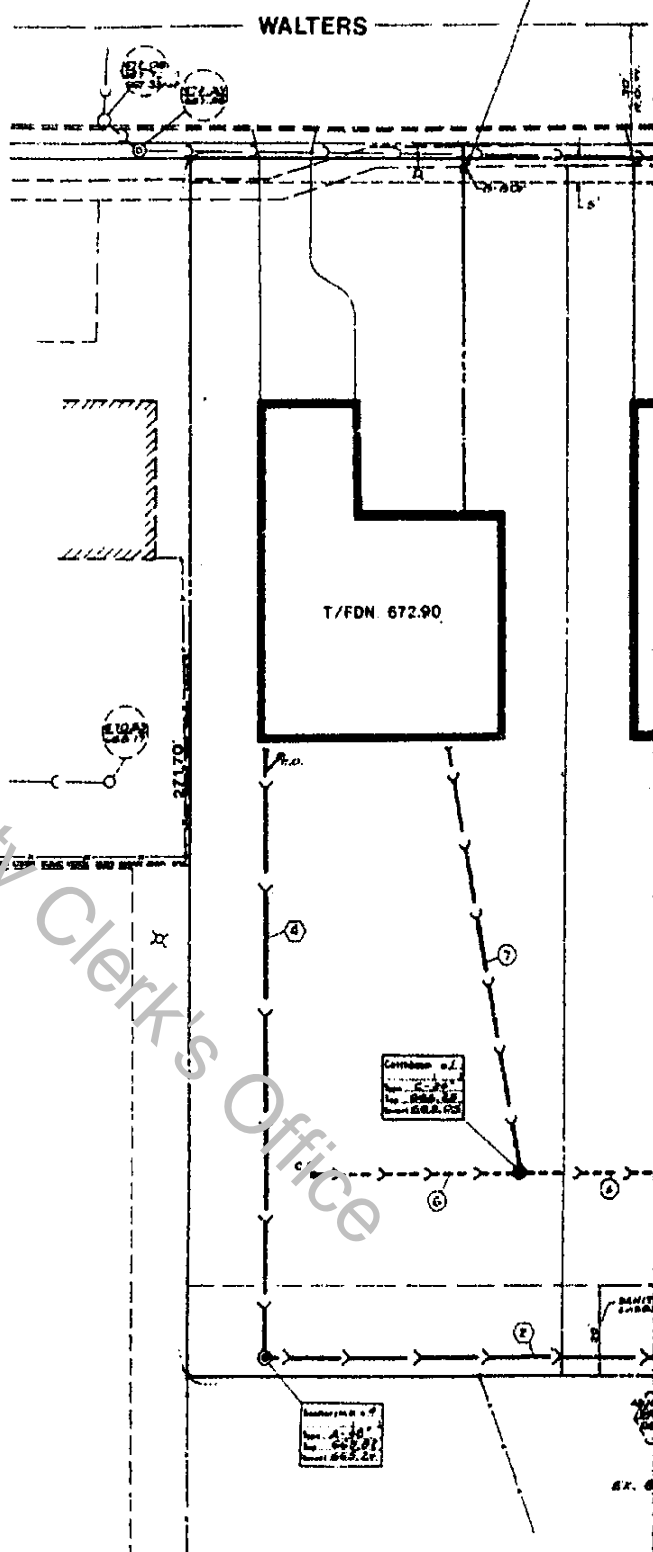
D BY: J.C. SCALE: 1"=20'
12/14/04 8:00A 127

DATE 6-24-99
JOB NO. 2613



D-DOE NOT TO SIDEWALK, A.S.P. FOR WATER MAIN

WALTERS



LEGEND		
EXISTING		PROPOSED
—>—	STONE SEWER	- - ->- - -
- - ->- - -	SANITARY SEWER	- - ->- - -
—>—	WATER MAIN	- - ->- - -
○	MANHOLE	○
□	CATCHBASIN	□
□	WELT	□
○	FIRE HYDRANT	○
○	VALV. VALVE	○
X	LIGHT POLE	X
+	TURB. P. S.	+

METROPOLITAN WATER RECLAMATION DISTRICT NOTES

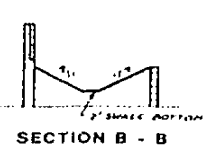
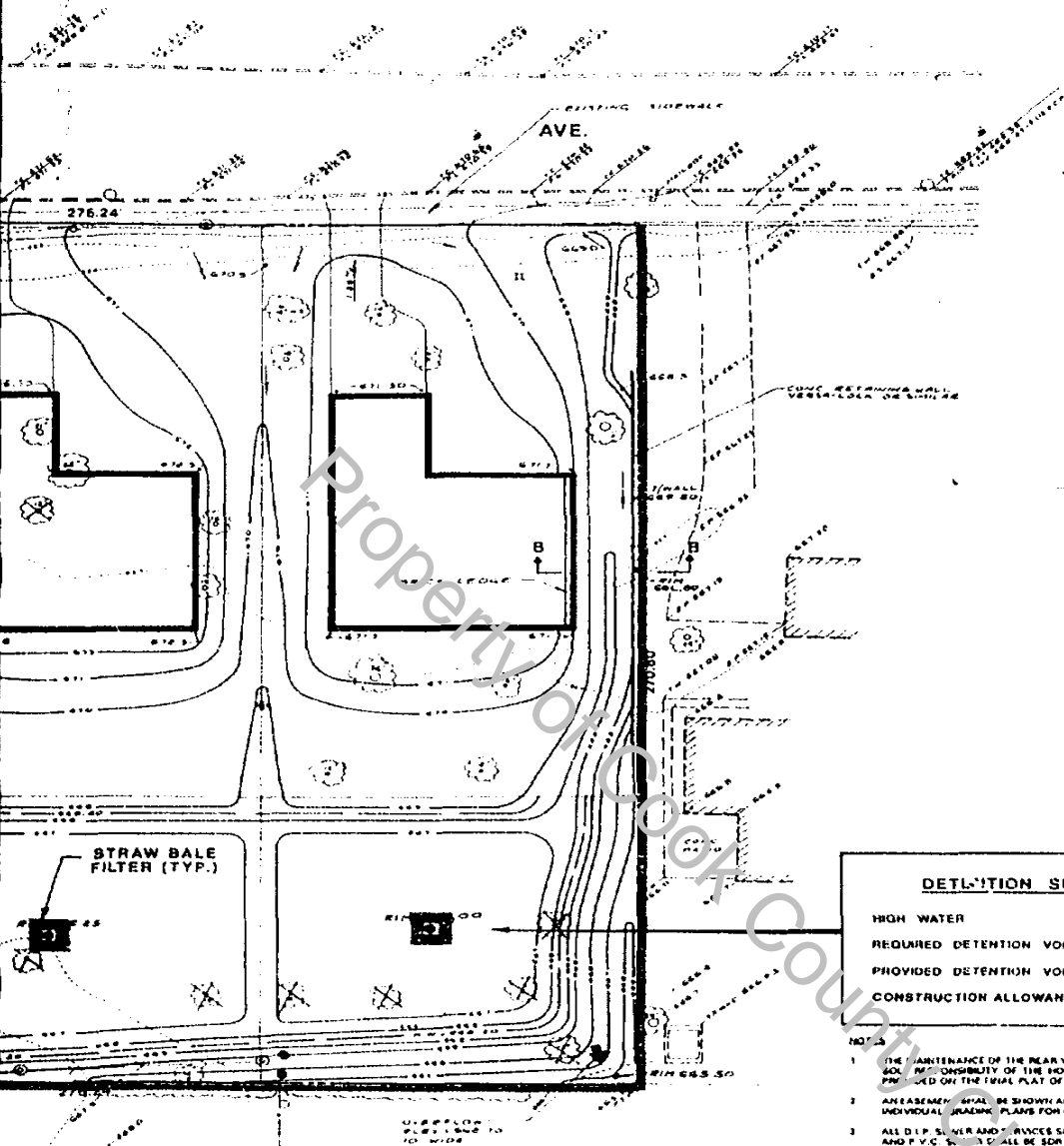
1. THE METROPOLITAN WATER RECLAMATION DISTRICT, LOCAL SEWER FIELD OFFICE, MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK UNDER LOCAL 109/232 4000.
2. ELEVATIONS SHOWN ARE REFERENCED TO U.S.S. DATUM.
3. TO OBTAIN CHICAGO CITY DATUM, SUBTRACT 178.48
4. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER.
5. ALL DOWNSPOUTS, POT-HOLE DRAINS, AND OUTSIDE DRAINS SHALL DISCHARGE TO THE STORM SYSTEM OR ONTO THE GROUND.
6. ALL P.V.C. SANITARY SEWERS SHALL BE SOLID, CONFORMING TO ASTM D-3034 WITH GASKET JOINTS CONFORMING TO ASTM D-3112.
7. 7.1 S.P. SEWERS AND SERVICES IF ANY SHALL BE DUCTILE IRON PIPE EXCEPT AS NOTED TO AND AS 11.81, WITH JOINTS CONFORMING TO AND 11.11.
8. ALL SEWERS AND SERVICES SHALL HAVE A MINIMUM SLOPE OF 1/4" TO 1" PER 100 FEET CONFORMING TO ASTM D-3112, GRADE TO BE AS PER C.A.P. (LOCAL 109/232 4000). DEPRESSIONS SHALL BE EQUAL TO 1/4" THE OUTSIDE DIAMETER OF THE PIPE, BUT NOT LESS THAN 4 INCHES NOR GREATER THAN 6 INCHES. SLOPE FOR 12" P.V.C. SHALL EXTEND TO THE FINISH LINE OF THE PIPE. SLOPE FOR P.V.C. SHALL EXTEND TO 6 INCHES OVER THE TOP OF THE PIPE.
9. "BAND SEAL" OR SIMILAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPE OF DISSIMILAR MATERIALS.
10. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING PIPE, THE FOLLOWING METHOD SHALL BE USED:
 CIRCULAR SAW-CUT OF THE EXISTING MAIN BY PROPER TOOLS
 FURNISH TAP MACHINE OR SIMILAR AND PROPER IN
 INSTALLATION OF RUBBER SADDLE OR PIPER SADDLE.
11. ALL SANITARY AND STORM MANHOLES SHALL BE PRECAST CONCRETE TYPE A, WITH PRECAST CONCRETE MANHOLE FRAMES, AND HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES. THE MANHOLE FRAME SHALL BE SECURED TO THE MANHOLE WITH MORTAR OR MASTIC.
12. SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THIS SHALL BE THE CASE WHETHER THE WATER MAIN IS BEYOND ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS WILL BE BOUNDARY AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SEWERS AND WATER MAINS SHALL BE MAINTAINED, UNLESS THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATER MAIN LOCATED AT THE OPPOSITE SIDE OF A BRANCH OF UNDISTURBED SAND, KEEPING A MINIMUM 18" VERTICAL SEPARATION ABOVE THE SEWER. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED ABOVE CANNOT BE MAINTAINED, OR THE SEWER CROSSING ABOVE THE WATER MAIN, THEN, WITHIN A DISTANCE OF 10 FEET ON EITHER SIDE OF THE WATER MAIN, THE SEWER PIPE SHALL BE CAST IRON OR DUCTILE IRON PIPE, OR THE WATER MAIN OR THE SEWER LINE MAY BE ENCASED BY A WATER-TIGHT LAPPED PIPE WHICH EXTENDS 10 FEET ON BOTH SIDES OF THE CROSSING, HEAVILY PENETRATED TO THE WATER MAIN. THE CASING PIPE SHALL BE OF MATERIALS APPROVED FOR USE IN WATER MAIN CONSTRUCTION. AS AN ALTERNATE, FOR CONCRETE SEWER, THE REQUIREMENT MAY BE SATISFIED BY THE USE OF RUBBER GASKET JOINTS, ASTM C-404, FOR ALL JOINTS WITHIN 10 FEET OF THE WATER MAIN.
13. ALL SANITARY AND/OR COMBINED SEWERS SHALL BE TESTED IN ACCORDANCE WITH ALL METROPOLITAN WATER RECLAMATION DISTRICT REQUIREMENTS.
14. ALL CONSTRUCTION SHALL CONFORM TO THE ALPHABETICALLY RECOMMENDED STANDARDS FOR SEWER WORK, LATEST EDITION, PUBLISHED BY THE REGIONAL ENVIRONMENTAL PROTECTION AGENCY, EXCEPT FOR CONFLICTS WITH THE METROPOLITAN WATER RECLAMATION DISTRICT SEWER PERMIT AND MANUAL OF PROCEDURES ORDINANCES, WHERE THE METROPOLITAN WATER RECLAMATION DISTRICT ORDINANCES SHALL TAKE PRECEDENCE.

Contract No. 11-11-11
 Date: 11-11-11
 Scale: 1"=20'

Sheet No. 11-11-11
 Date: 11-11-11
 Scale: 1"=20'

DANIEL
 CONSULTANTS
 450
 NORTHBROOK

DESIGNED BY: F.K. CHECKED BY: J.C.
 DRAWN BY: P.L. JOB NO. 11-11-11



DETENTION SUMMARY	
HIGH WATER	--- 668.50
REQUIRED DETENTION VOLUME	--- 0.55 Ac.F.
PROVIDED DETENTION VOLUME	--- 0.55 Ac.F.
CONSTRUCTION ALLOWANCE	--- 0.03 Ac.F.

- NOTES
1. THE MAINTENANCE OF THE REAR YARD DETENTION SYSTEM SHALL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS. A COVENANT SHALL BE PROVIDED ON THE FINAL PLAN OF SUBDIVISION WITH THIS STATEMENT.
 2. AN EASEMENT SHALL BE SHOWN ALONG PROPERTY LWR 2, 3 ON THE FINAL INDIVIDUAL GRADING PLANS FOR LOT 2 AND LOT 3.
 3. ALL D.I.P. SLIVER AND TRUNCES SHALL BE DUCTILE IRON PIPE (CLASS 52) AND P.V.C. SIZES SHALL BE SDR 35 WITH GASKET JOINTS.
 4. THE SANITARY SEWER TO THE POINT OF CONNECTION WITH THE EXISTING LINE IS NOT THE RESPONSIBILITY OF THE VILLAGE OF NORTH BROOK TO MAINTAIN.

FOR EROSION CONTROL PURPOSES ONLY!

T/FDN : 669.68
 REANEY COMPANY
 NO. CIVIL ENGINEERS
 MORIE BLVD. SUITE 103
 N.L. 80042 17081490-1757

T/FDN : 667.67
 THE WALTERS AVENUE SUBDIVISION
 NORTHBROOK, ILLINOIS
 EROSION CONTROL PLAN

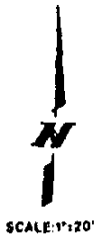
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10-28-98	3	J.P.P.	VILLAGE REVIEW
4-28-99	4	J.P.P.	VILLAGE REVIEW
4-30-99	5	J.P.P.	VILLAGE REVIEW
6-7-99	6	J.P.P.	VILLAGE REVIEW
7-10-99	7	J.P.P.	VILLAGE REVIEW

SHEET
4
 OF 6
 DATE 6-24-99
 JOB NO. 2613

UNOFFICIAL COPY

GRADING LEGEND


- DRAINAGE STRUCTURE
- DRAINAGE SUMMIT
- DIRECTION OF FLOW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING CONTOUR
- PROPOSED CONTOUR



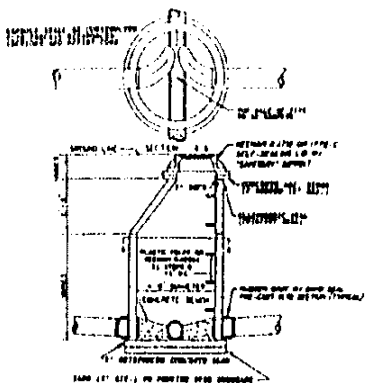
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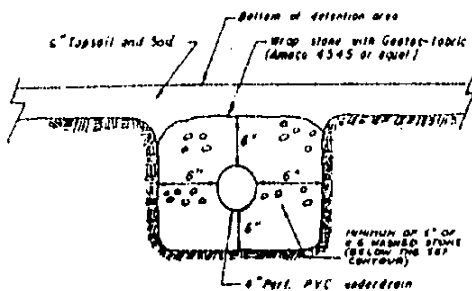
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**DANIEL C.**
CONSULTANTS
489
NORTHBRIDGE

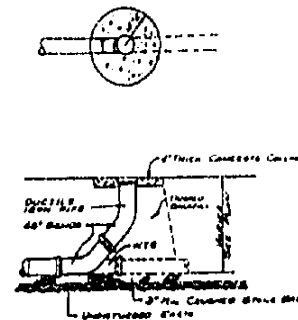
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DRAWN BY: D.L. JOB NO. 1000



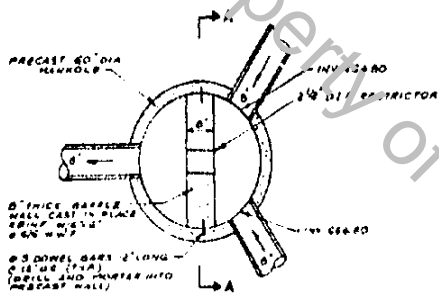
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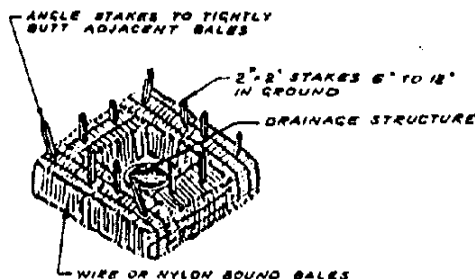
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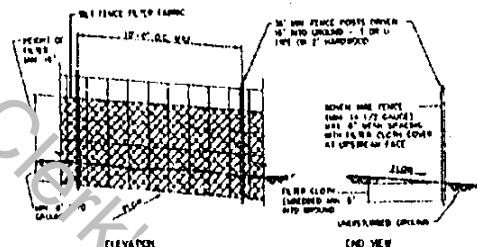
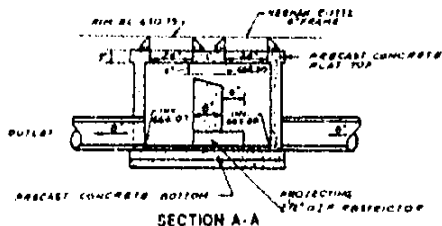
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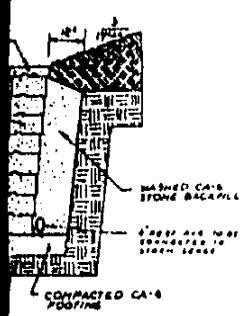
OUTLET CONTROL STRUCTURE



TYPICAL STRAW BALE PLACEMENT

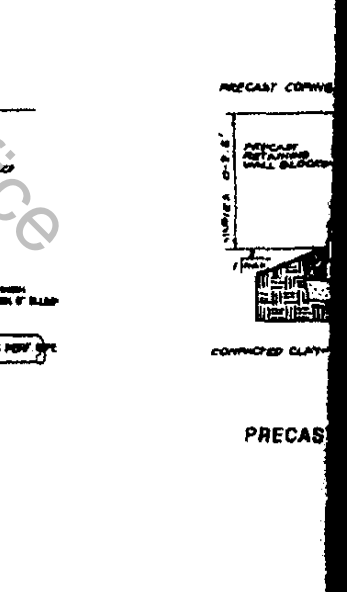
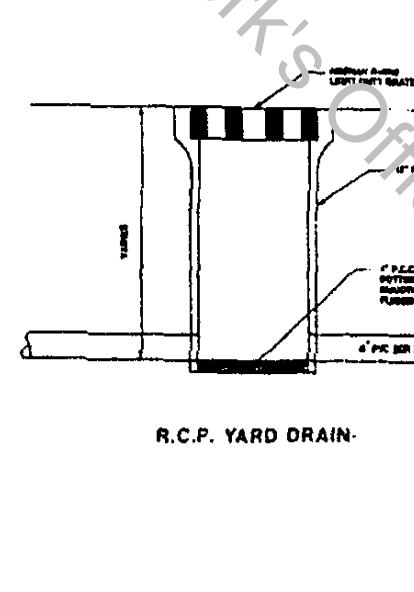
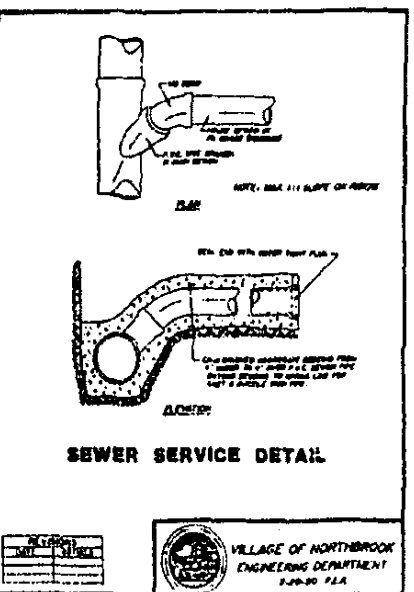
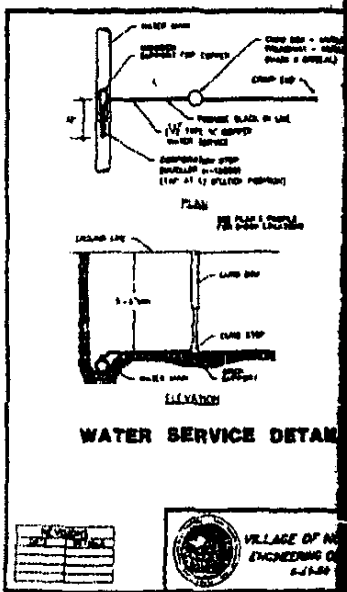
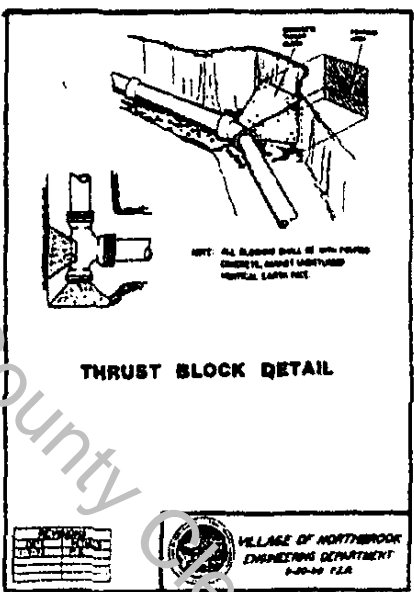
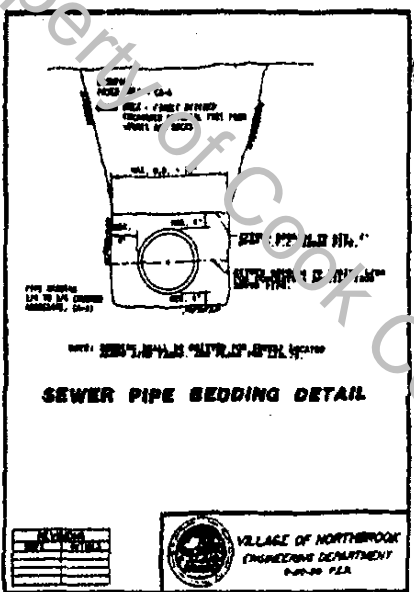
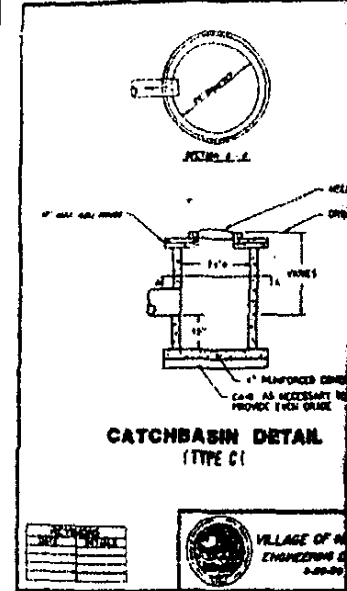
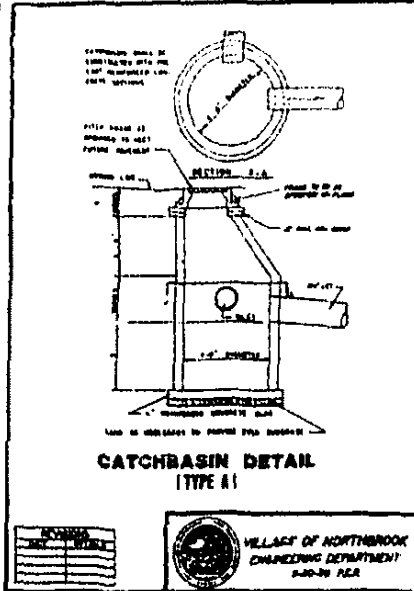
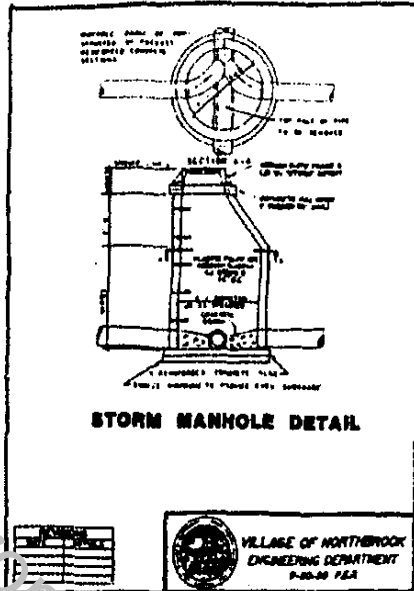


SILT FENCE DETAIL



RETAINING WALL

<p>CREANEY COMPANY MULTIPLYING CIVIL ENGINEERS BROOKFIELD BLVD. SUITE 103 NORTHBROOK, ILL. 480-5757</p>	<p>THE WALTERS AVENUE SUBDIVISION NORTHBROOK, ILLINOIS</p>	<p>DATE BY REVISION</p>	<p>SHEET 5 OF 6 DATE 5-24-99</p>
<p>CREATED BY: P.A.C. SCALE: _____ NO. 2512 BOOK: _____ PAGE: _____</p>	<p>DETAILS</p>	<p>5-10-97 J.L.P. VILLAGE REVIEW 7-18-97 J.L.P. VILLAGE REVIEW 12-14-97 J.L.P. ISSUED FOR CONSTRUCTION 11-29-98 J.L.P. VILLAGE REVIEW 3-2-99 J.L.P. VILLAGE REVIEW 8-20-99 J.L.P. VILLAGE REVIEW 9-17-99 J.L.P. VILLAGE REVIEW 1-8-00 J.L.P. INITIAL VILLAGE SUBMITTAL</p>	



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WALTERS AVENUE
SUBDIVISION AGREEMENT
EXHIBIT A

D. WATER MAIN

1. WATER MAIN SHALL BE DUCTILE IRON, ASA A21 51, CLASS 52, CEMENT LINING JOINTS SHALL BE "MELL 1111", OR EQUAL, CONFORMING TO AWWA STANDARDS C 102.7A, C 150.75, AND C 151.74.
2. ALL UNDERGROUND FITTINGS SHALL BE DUCTILE IRON AND CONNECTED TO SECTIONS OF WATER MAIN PIPE BY MEANS OF MECHANICAL JOINTS WITH GRADE 304 STAINLESS STEEL NUTS AND BOLTS OR APPROVED PUSH TYPE JOINTS.

ALL FITTINGS SHALL MEET CURRENT AWWA C 110 (ANSI 21.10), DUCTILE IRON AND GRAY IRON FITTINGS THREE (3) INCHES THROUGH FORTY-EIGHT (48) INCHES FOR WATER AND OTHER LIQUIDS.
3. GATE VALVES SHALL BE WATERLOO, CLOW OR MUELLER (AS APPROVED BY THE WATER AUTHORITY), NPS. OMIN LEFT, STANDARD OPERATING NUT, "O" RING SEALS, REGIMENT SEATING TYPE (AWWA C 509).
4. VALVE VAULTS SHALL HAVE AN INSIDE DIAMETER AS SHOWN ON THE PLANS AND SHALL BE CONSTRUCTED USING PRECAST CONCRETE UNITS. FRAME AND LID SHALL BE OF METAL MANUFACTURE OF THE TYPE SHOWN ON THE PLAN.
5. WATER MAIN SHALL BE LAID TO A DEPTH OF AT LEAST 8-1/2 FEET BELOW PROPOSED FINISHED GRADE.
6. WATER MAIN SHALL BE CONSTRUCTED AND OPERATED IN ACCORDANCE WITH AWWA C 100 AND C 601 AND THE VILLAGE OF NORTHBROOK'S REQUIREMENTS. WATER MAIN SHALL BE PRESSURE TESTED AT 150 PSI FOR TWO HOURS.
7. WATER SERVICE SHALL BE TYPE E COPPER CONFORMING TO ASTM B 88 AND B 281 UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.
8. ALL WATER MAIN SHALL BE ENCASED IN 8 MIL POLYETHYLENE PIPE WRAP.

C. RESTORATION AND TREE PRESERVATION

1. ALL OFF SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY SEEDING, EXCEPT WHERE SOIL IS SPECIFICALLY INDICATED ON THE PLANS.
2. SEEDING SHALL INCLUDE A MINIMUM OF 4 INCHES OF TOPSOIL AND SHALL BE DONE IN CONFORMANCE WITH SECTION 642 OF I.D.T. STANDARD SPECIFICATIONS FOR CLASS 1 SEEDING.
3. SOEDING SHALL INCLUDE A MINIMUM OF 4 INCHES OF TOPSOIL AND SHALL BE DONE IN CONFORMANCE WITH SECTION 644 OF I.D.T. STANDARD SPECIFICATIONS.
4. CERTAIN TREES WILL BE DESIGNATED BY THE OWNER TO BE PRESERVED. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO SUCH TREES AND SHALL PROVIDE TEMPORARY FENCES AND OTHER MEASURES, AS NECESSARY, WITH ALL SUCH MEASURES CONSIDERED AS INCIDENTAL TO THE CONTRACT.
5. ALL DISTURBED LAWN AREAS WILL BE RESTORED WITH 6" OF TOPSOIL AND SOG AND ALL DAMAGED PORTIONS OF PUBLIC SIDEWALK ARE TO BE REPLACED WITH 5" P.C.C., CLASS 51, OVER A 3" CA-6 BASE.

E. EARTHWORK

1. EARTHWORK UNDER THIS CONTRACT WILL INCLUDE, BUT IS NOT NECESSARILY LIMITED TO, THE FOLLOWING:
 - A. PROTECTION OF CERTAIN TREES, AS DIRECTED BY THE OWNER.
 - B. STRIPPING OF ALL TOP SOIL AND OTHER UNSUITABLE MATERIALS AND STOCKPILING WHEN DIRECTED BY THE OWNER.
 - C. CLAY EXCAVATION, PLACEMENT AND COMPACTION AS NECESSARY TO OBTAIN DESIGN SUBGRADE ELEVATIONS FOR PAVEMENT, BUILDING PAD, LAWN, AND STORM WATER DETENTION AREAS.
 - D. REMOVAL OF ALL EXCESS MATERIALS FROM THE SITES (LEAVING SUFFICIENT TOPSOIL FOR LANDSCAPING, INCLUDING BERMS).
 - E. GRADING OF ALL SWALES AS INDICATED ON PLANS.
2. ALL WORK SHALL CONFORM TO THE APPLICABLE PROVISIONS OF SECTION 200 OF THE STANDARD SPECIFICATIONS.
3. PAVEMENT AREAS SHALL BE GRADED TO WITHIN 1.0 FEET OF THE PROPOSED SUBGRADE ELEVATION. FINE GRADING OF PAVEMENT AREAS SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR.
4. EMBANKMENTS FOR PAVEMENT AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%), BASED ON ASTM D-1557-90 LABORATORY PROCEDURE. EMBANKMENTS IN LAWN AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) BASED ON ASTM D-1557-90.
5. THE EARTHWORK CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE REQUIREMENTS OF ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL ORDINANCES. THE COST OF ALL WORK NECESSARY TO MEET THESE REQUIREMENTS SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT, AND NO SEPARATE PAYMENT WILL BE MADE.
6. ALL OPEN EXCAVATIONS SHALL BE WATER TABLED.
7. PRIOR TO ANY EXCAVATION, JULIE SHALL BE CONTACTED AT 1-800-892-0123.

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<p>GREANEY COMPANY CONSULTING CIVIL ENGINEERS 1000 N. BROAD BLVD. SUITE 105 BLOOMINGHURST, ILL. 480-5757</p>	<p>THE WALTERS AVENUE SUBDIVISION NORTHBROOK, ILLINOIS</p>	<p>0-10-91 J.E.P. VILLAGE REVIEW 1-14-97 J.E.P. VILLAGE REVIEW 12-8-96 J.E.P. ISSUED FOR CONSTRUCTION 10-29-96 J.E.P. VILLAGE REVIEW 9-6-96 J.E.P. VILLAGE REVIEW 8-30-96 J.E.P. VILLAGE REVIEW 8-7-96 J.E.P. VILLAGE REVIEW 1-18-96 J.E.P. INITIAL VILLAGE SUBMITTAL</p>	<p>SHEET 6 OF 6 DATE 6-24-96</p>
<p>GENERAL NOTES</p>		<p>DATE BY REVISION</p>	

BY: D.A.C. SCALE: 2013 BOOK: PAGE:

GENERAL NOTES

A. GENERAL

1. **EARTHWORK AND PAVING SPECIFICATIONS**
THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, AND ALL ADDENDA THERETO, SHALL GOVERN THE EARTHWORK AND PAVING WORK UNDER THIS CONTRACT, EXCEPT AS MODIFIED BY THESE SPECIFICATIONS.
2. **UNDERGROUND SPECIFICATIONS**
THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, SHALL GOVERN THE UNDERGROUND WORK UNDER THIS CONTRACT, EXCEPT AS MODIFIED BY THESE SPECIFICATIONS.
3. **COMPLIANCE WITH LOCAL ORDINANCES**
ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE VILLAGE OF NORTHBROOK'S "STANDARDS AND SPECIFICATIONS FOR PUBLIC AND PRIVATE IMPROVEMENTS."
4. **EXISTING UTILITIES**
WHERE THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO LOCATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDERS. THE ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UTILITY FACILITIES, NOR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT IS EACH CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL UTILITIES. EACH CONTRACTOR SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES ALL INFORMATION RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES PRIOR TO REMOVING OR ADJUSTING THEM.
5. **SAFETY**
EVERY CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND KEEPING UP ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. EACH CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE THE NECESSARY PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:
 - A. ALL EMPLOYEES ON THE WORK AND OTHER PERSONS AND ORGANIZATIONS WHO MAY BE AFFECTED THEREBY;
 - B. ALL THE WORK AND MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE; AND
 - C. OTHER PROPERTY AT THE SITE OR ADJACENT THERETO INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENT, ROADWAYS, STRUCTURES, UTILITIES AND UNDERGROUND FACILITIES NOT DESIGNATED FOR REMOVAL, RELOCATION OR REPLACEMENT IN THE COURSE OF CONSTRUCTION.EVERY CONTRACTOR SHALL DESIGNATE A RESPONSIBLE REPRESENTATIVE AT THE SITE WHOSE DUTY SHALL BE THE PREVENTION OF ACCIDENTS. THIS PERSON SHALL BE THE CONTRACTOR'S SUPERINTENDENT UNLESS OTHERWISE DESIGNATED IN WRITING BY CONTRACTOR TO OWNER.
6. **EXISTING ELEVATIONS AND LOCATIONS**
EVERY CONTRACTOR SHALL VERIFY THE ELEVATIONS AND LOCATIONS OF ALL EXISTING INFORMATION AS SHOWN ON THE PLANS AND NOTIFY THE ENGINEER OF ALL DISCREPANCIES PRIOR TO THE COMMENCEMENT OF THE WORK.
7. **NOTIFICATION**
THE VILLAGE OF NORTHBROOK'S ENGINEER SHALL BE NOTIFIED BY EVERY CONTRACTOR AT LEAST TWO WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. **COMPLIANCE WITH LAWS AND REGULATIONS**
EVERY CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE SAFETY LAWS, REGULATIONS AND ORDINANCES; AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH ALL PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS. EACH CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE WORKING PLACE FOR HIS EMPLOYEES. EACH CONTRACTOR IS RESPONSIBLE FOR THE SUPERVISION, DIRECTION AND CONDUCT OF THEIR EMPLOYEES, AGENTS, MATERIAL SUPPLIERS AND VENDORS.
9. **INDEMNIFY AND HOLD HARMLESS**
EVERY CONTRACTOR, BY USING THESE PLANS FOR HIS WORK, AGREES TO INDEMNIFY AND HOLD HARMLESS THE VILLAGE OF NORTHBROOK, DANIEL CREANEY COMPANY (THE ENGINEER), HIS EMPLOYEES AND AGENTS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LAWS, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF THE CONTRACTOR'S PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.
- EVERY CONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE TO THE LIMITS REQUIRED BY THE OWNER AND VILLAGE OF NORTHBROOK PRIOR TO THE START OF CONSTRUCTION. BY USE OF THESE PLANS EACH CONTRACTOR AGREES TO NAME THE VILLAGE OF NORTHBROOK, DANIEL CREANEY COMPANY, ITS EMPLOYEES AND AGENTS, AND THE OWNER AS ADDITIONAL INSURED.
10. **TRAFFIC CONTROL**
TRAFFIC CONTROL AS DETERMINED BY EACH CONTRACTOR, SHALL BE USED WHEN NECESSARY AND SHALL BE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS. COST OF TRAFFIC CONTROL SHALL BE INCIDENTAL TO THE CONTRACT.

11. **SEWER CROSSING WATER MAINS**
SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THIS SHALL BE THE CASE WHERE THE WATER MAIN IS EITHER ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS WILL BE EQUAL DISTANCES AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SEWERS AND WATER MAINS SHALL BE MAINTAINED, UNLESS THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATER MAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION ABOVE THE SEWER. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED ABOVE CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER PIPE SHALL BE CAST IRON OR DUCTILE IRON PIPE, OR THE WATER MAIN OR THE SEWER LINE MAY BE ENCASED IN A WATERPROOF CARRIER PIPE WHICH EXTENDS 10 FEET ON BOTH SIDES OF THE CROSSING, MEASURED PERPENDICULAR TO THE WATER MAIN. THE CARRIER PIPE SHALL BE OF MATERIALS APPROVED FOR USE IN WATER MAIN CONSTRUCTION, AS AN ALTERNATE, FOR CONCRETE STORM SEWER, THIS REQUIREMENT MAY BE SATISFIED BY THE USE OF RUBBER GASKET JOINTS, ASTM C-442, FOR ALL JOINTS WITHIN 10 FEET OF THE WATER MAIN.
12. **MANHOLES, CATCH BASINS AND INLETS**
MANHOLES, CATCH BASINS AND INLETS SHALL BE PRECAST REINFORCED CONCRETE WITH PRECAST REINFORCED CONCRETE BOTTOMS CONFORMING TO ASTM C-478.
13. **FRAMES & GRATES**
ALL FRAMES AND GRATES SHALL BE MENEHAN MANUFACTURE OF THE TYPES SHOWN ON THE PLANS. MANHOLE AND VALVE VAULT COVERS SHALL BE TYPE "B" MACHINED BEARING WITH CONCEALED PICK HOLES AND SHALL BE IMPRINTED WITH THE WORD "SANITARY", "STORM" OR "WATER", AS APPROPRIATE. CATCH BASIN AND INLET GRATES SHALL BE TYPE "D".
14. **UTILITY TRENCHES**
ALL UTILITY TRENCHES UNDER AND WITHIN TWO FEET OF PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC., SHALL BE BACKFILLED WITH CA-6 CRUSHED STONE GRADE 3 OR 5, COMPACTED IN 6" LIFTS TO 95% OF MODIFIED PROCTOR STOM BACKFILL WILL NOT BE USED UNDER DRIVEWAY.
15. **GRASS AREAS WITHIN RIGHT-OF-WAY**
ALL GRASS AREAS WITHIN THE RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY SEEDING OR SOILING.
16. **PAVEMENT DISTURBED DURING CONSTRUCTION**
ANY EXISTING ROADWAY PAVEMENT DISTURBED DURING CONSTRUCTION SHALL BE RESTORED IN ACCORDANCE WITH I.D.O.T STANDARDS.
17. **EXISTING DRAINAGE**
ALL EXISTING FIELD DRAINAGE BE ENCOUNTERED OR DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION, PROPERLY REROUTED AND/OR CONNECTED TO THE STORM SEWER SYSTEM.
18. **EXCESS TRENCH MATERIAL**
THE UNDERGROUND CONTRACTOR SHALL DISPOSE OF EXCESS TRENCH MATERIAL OFFSITE.
19. **FINAL FRAME ADJUSTMENTS**
THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY FINAL ADJUSTMENTS TO EXISTING AND PROPOSED FRAMES, GRATES, INLETS AND STRUCTURES TO MEET FINAL FINISHED GRADES.
20. **RECORD DRAWINGS**
EACH CONTRACTOR SHALL MAINTAIN AND KEEP UP TO DATE A SET OF "RECORD" OR "AS-BUILT" DRAWINGS SHOWING ALL CHANGES FROM THE ORIGINAL PLANS. ALL CONTRACTORS SHALL DELIVER THE "RECORD DRAWINGS" TO THE ENGINEER AT THE CONCLUSION OF THE PROJECT. THE ENGINEER WILL TRANSFER THE INFORMATION TO THE ORIGINAL PLANS. THE ENGINEER SHALL PROVIDE 3 SETS OF COMPLETE RECORD DRAWINGS ALONG WITH DETAIL VOLUME CERTIFICATION. A LIST OF SANITARY, STORM AND WATER SERVICES FOR EACH LOT SHOULD BE PROVIDED TO THE VILLAGE A.S.A.P. AFTER COMPLETION.
21. **SHEETING AND BRACING**
SHEETING AND BRACING SHALL BE PLACED IN THE TRENCH AS DETERMINED BY THE CONTRACTOR AS MAY BE NECESSARY FOR THE SAFETY OF THE WORK AND PUBLIC, FOR THE PROTECTION OF THE WORKMAN, ADJACENT PROPERTIES, PAVEMENT OF STRUCTURES, AND FOR THE PROPER INSTALLATION OF THE WORK. IN ANY CASE, THE MINIMUM PROTECTION SHALL CONFORM TO THE RECOMMENDATIONS IN O.S.H.A. SAFETY AND HEALTH STANDARDS FOR CONSTRUCTION. A SAND BOX ON TRENCH SHEILD MAY BE USED IN PLACE OF SHEETING AS PERMITTED BY O.S.H.A. WHEN CLOSE SHEETING ISSUED, IT SHALL BE DRIVEN SO AS TO PREVENT ADJACENT SOIL FROM ENTERING THE TRENCH EITHER BELOW OR THROUGH SUCH SHEETING.
22. **NOTICE TO CONTRACTOR**
BEFORE BEGINNING CONSTRUCTION, EACH CONTRACTOR MUST VERIFY THE LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS, HE MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY.
23. **PUBLIC UTILITIES (ELECTRIC, TELEPHONE, CABLE, ETC.)**
ALL UTILITIES WITHIN NEAR YARD EASEMENTS SHALL NOT BE INSTALLED WITHIN THE NEAR YARD EASEL. ALL PEDESTALS AND PADS SHALL BE INSTALLED A MINIMUM 12" ABOVE THE CENTER LINE OF THE SWALE.
24. **UTILITY SERVICES**
ALL SANITARY, STORM AND WATER SERVICES SHALL BE MARKED WITH A 4" X 4" X 10" WOODEN POST AT THE END OF EACH SERVICE. THEY SHALL BE PAINTED AS FOLLOWS: WATER - BLUE, SANITARY - RED, AND STORM - GREEN.
25. **UTILITY IDENTIFIERS**
ALL UTILITY TRENCHES SHALL BE WATER JETTED. ALL WATER SHALL BE MEASURED WITH A METER FROM THE VILLAGE OF NORTH BROOK.


26. **LIMITED TRAFFIC**
ALL CONSTRUCTION TRAFFIC MUST ENTER FROM WESTMOST END OF OAK. TO MARK NO TRAFFIC WILL BE ALLOWED SOUTH ON OAK. A SIGN SHALL BE POSTED AT OAK AT ANY LIMITING TRAFFIC TO THE WEST ON OAK THROUGH CONSTRUCTION.
27. **UNDERMINING SLABING**
ALL UTILITY AND DETENTION POND/SHALE GRADING STAGED BY A LICENSED CIVIL (NORTHBRAND) SURVEYOR.

B. SANITARY SEWER

1. SANITARY SEWER MAIN SHALL BE P.V.C. PIPE, 804-36 CONFORMING TO ASTM D-3034, WITH GASKET JOINTS CONFORMING TO ASTM D-3217. ALL D.I.P. SEWER SHALL BE DUCTILE IRON CONFORMING TO ANSI A21.51, WITH JOINTS CONFORMING TO ANSI A21.11.
2. SANITARY SEWER SERVICE SHALL BE LAID AT A MINIMUM OF 1.00% AND A MAXIMUM SLOPE OF 33.0%.
3. SANITARY SEWERS AND SERVICES SHALL HAVE GRAMMANN FROM A MINIMUM 4" BELOW THE BOTTOM OF THE PIPE, SPRING LINE FOR D.I.P., OR 6" ABOVE THE PIPE FOR P.V.C. MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-33. GRADATION TO ASTM C-47, 514" TO 1" CRUSHED I.D.D.I. SPCC. CA-11.
4. SANITARY MANHOLES SHALL HAVE AN INSIDE DIAMETER OF 36" SHALL BE CONSTRUCTED USING PRECAST CONCRETE UREMASTIC JOINTS, CONFORMING TO ASTM C-478. FRAMES SHALL BE OF MENEHAN MANUFACTURE, OF THE TYPE SHOWN ON PLANS.
5. "BAND SEAL" CONNECTORS, OR EQUAL, SHALL BE USED TO CONNECT SEWER PIPES OF DIFFERENT MATERIALS.
6. MAXIMUM ALLOWABLE INFILTRATION SHALL BE 100 GALLONS PER DIAMETER PER FOOT OF TRENCH PER YEAR. TESTING SHALL BE DONE BY WATER JET TRENCH.
7. ALL SANITARY SEWERS SHALL BE TESTED ONE (1) YEAR AFTER INSTALLATION IN ACCORDANCE WITH THE VILLAGE OF NORTH STANDARDS AND SPECIFICATIONS.
8. UPON COMPLETION OF CONSTRUCTION BUT PRIOR TO THE START OF THE MAINTENANCE GUARANTEE PERIOD, OR AS DURING EARLY DURING THE CONSTRUCTION OF THE SANITARY SEWER SYSTEM, INSPECTION OF THE SEWER SHALL BE PERFORMED BY TAPES (WHICH AND A WRITTEN REPORT OF ALL TELEPHONIC TAPES SHALL BE PROVIDED TO THE VILLAGE PRIOR TO COMMENCEMENT OF INDIVIDUAL SERVICES AND PRIOR TO THE INITIAL ACCEPTANCE OR BY THEIR STANDARDS. THE FORM OF THE REPORT, TYPE AND FORMAT OF THE VIDEO TAPE SHALL BE APPROVED BY THE VILLAGE ENGINEER. THE TAPE SHALL BE HIGH QUALITY RESOLUTION, AND THE ATTACHED REPORT SHALL INDICATE GAPS, CONNECTIONS, LEAKS AND DEFECTS.

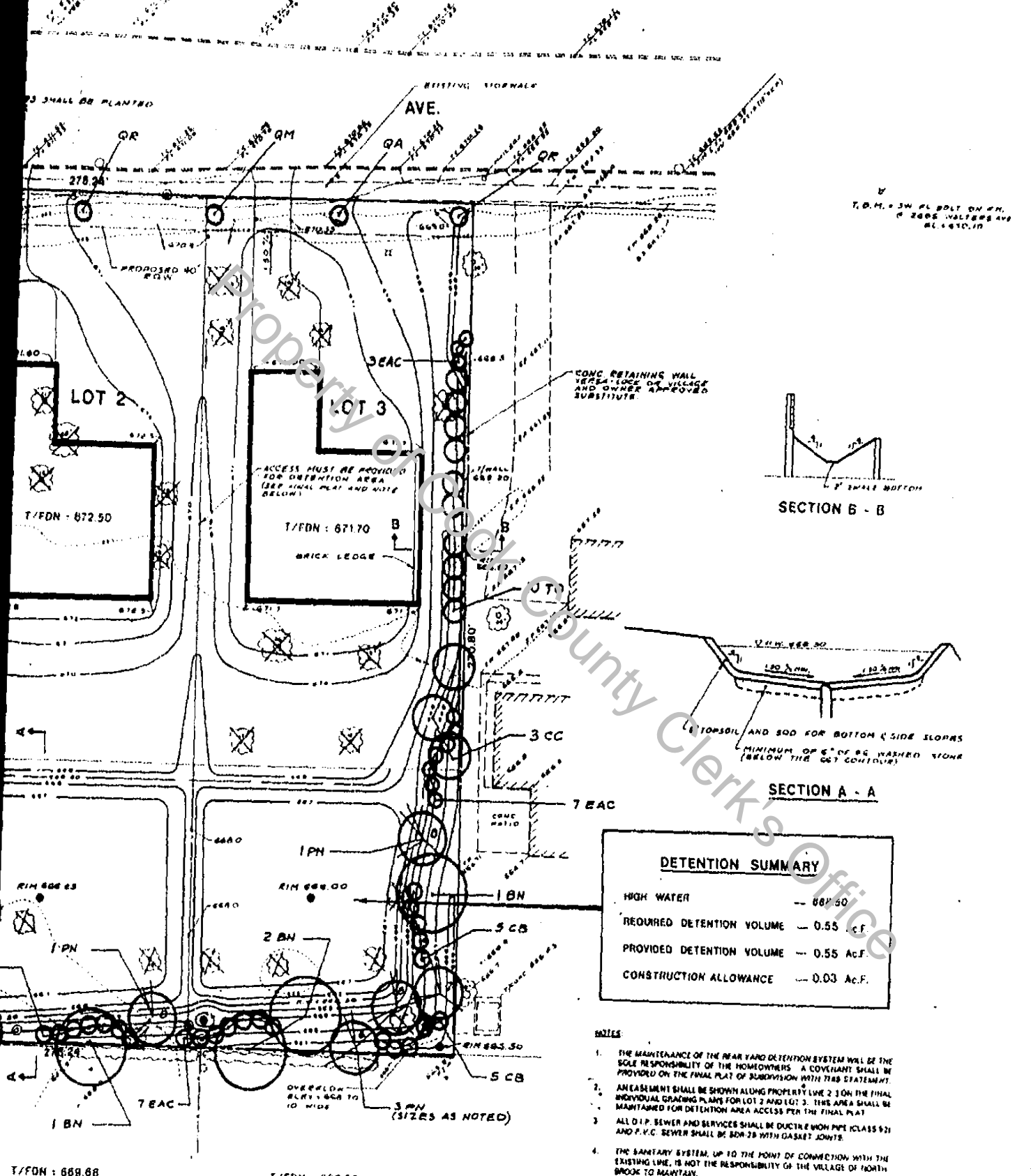
C. STORM SEWER

1. CONCRETE STORM SEWER SHALL BE REINFORCED CONCRETE CONFORMING TO ASTM C-27. STORM SEWERS 10" TO 36" IN DIAMETER SHALL BE CLASS IV AND STORM SEWERS LARGER THAN 36" SHALL BE CLASS III.
2. WHERE DUCTILE IRON PIPE IS SPECIFIED, THE SEWER SHALL BE D.I.P. (CLASS 52) CONFORMING TO ANSI A21.51, WITH JOINTS CONFORMING TO ANSI A21.11.
3. STORM SEWER SERVICES SHALL BE P.V.C., 804-36, CONFORMING TO ASTM D-3034, WITH GASKET JOINTS CONFORMING TO ASTM D-3217.
4. STORM SEWER JOINTS FOR CONCRETE PIPE SHALL BE IN TYPE, EXCEPT WHERE "RING" IS SPECIFIED, THE JOINT IS RUBBER GASKET TYPE CONFORMING TO ASTM C-442.
5. FRAME AND GRATE SHALL BE OF MENEHAN MANUFACTURE OF THE TYPE SHOWN ON THE PLAN.



**DANIEL
CREANEY
480 S
NORTH**

DESIGNED BY: J.L.R. CHECKED BY: _____
DRAWN BY: J.L.R. JOB NO: _____



CREANEY COMPANY
LAND CIVIL ENGINEERS
3600 N. STATE ST. SUITE 101
N. HANOVER, ILL. 60062 (708) 480-9751

THE WALTERS AVENUE SUBDIVISION
NORTHBROOK, ILLINOIS

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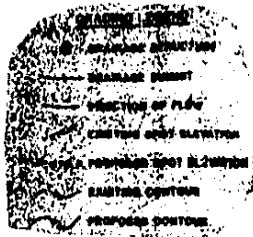
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LANDSCAPING PLAN

DATE	NO.	BY	REVISION
12-4-06	1	JL P	ISSUED FOR CONSTRUCTION
11-3-06	2	JE C	VILLAGE CENTER
11-20-06	1	JL P	VILLAGE REVIEW

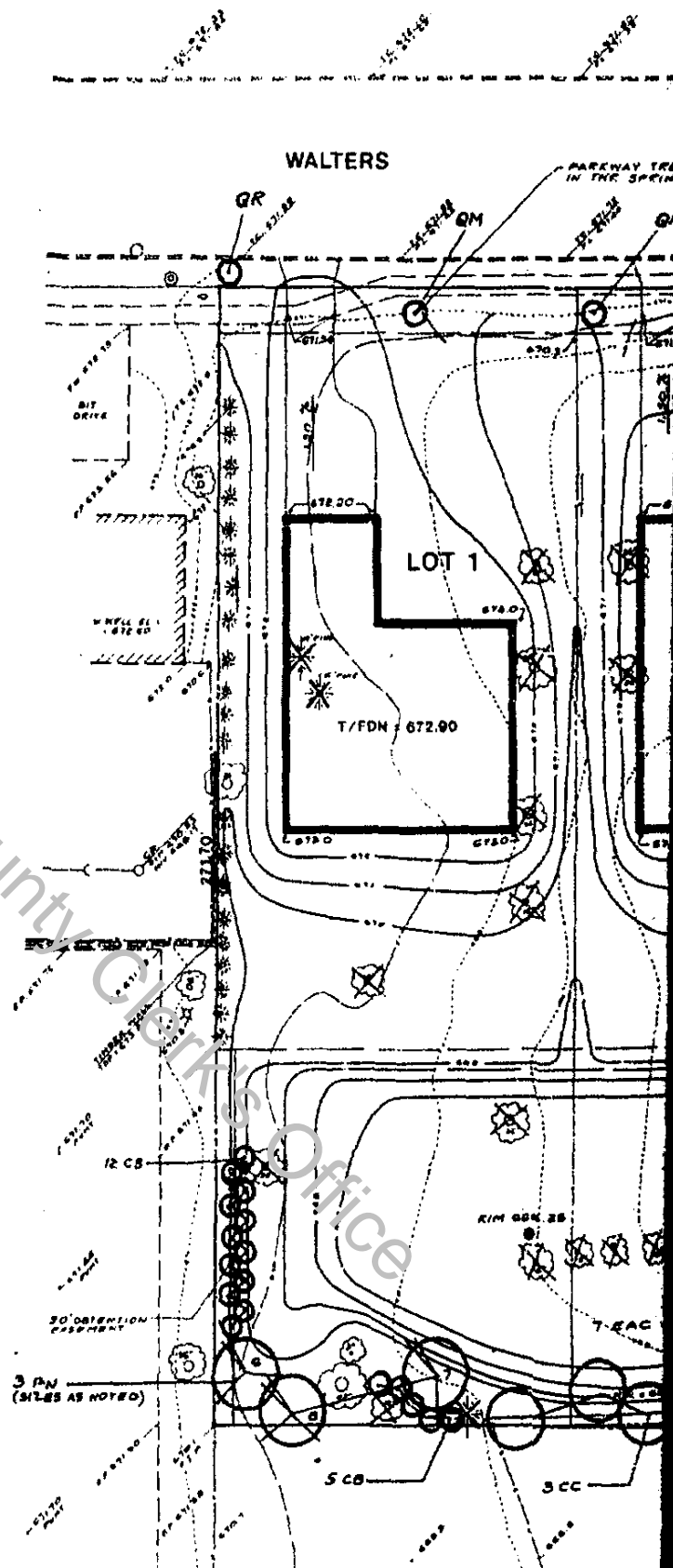
DATE 11.8.06
JOB NO.2613

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SCALE: 1"=20'

PLANT LIST			
SYMBOL	NAME	SIZE	QUANTITY
BN	BETULA NEGRA SWAMP BIRCH	16" CLUMP	4
CC	CRATAEGUS CRUSGALLI (COCKSPUR HAWTHORN)	7' HT.	8
PN	PINUS MORA (AUSTRIAN PINE)	6' HT.	2
		7' HT.	2
		8' HT.	4
TO	TRUNA OCCIDENTALIS "TECHRY" (MISSION ARBORVITAE)	6'	10
EAC	EUCHYMIUS ALATUS "COMPACTUS" (DWARF BURRING BUSH)	30"	24
CB	CORNUS BAILEYI (RED OBER DOGWOOD)	4"	2
QR	QUERCUS RUBRA (RED OAK)	4"	5
QA	QUERCUS ALBA (WHITE OAK)	4"	2
QM	QUERCUS MULLENBERGII (CHINOQUAPIN)	4"	2



Doc. # 98632042 Page 27 of 45

DANIEL
CONSUL
494
NORTHBROOK

DESIGNED BY: PK CHECKED BY: PK
DRAWN BY: DL JOB NO: 1000

EXHIBIT D

LEGAL DESCRIPTION OF THE PROPERTY

THE WEST 138.12 FEET OF THE EAST 966.84 FEET (EXCEPT THE NORTH 30 FEET) OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, (EXCEPT THE SOUTH 360 FEET) ALL IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER, 690.60 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO A POINT IN THE SOUTH LINE OF WALTERS AVENUE, 30 FEET SOUTH OF THE NORTH LINE OF SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WEST 138.12 FEET ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG SAID SOUTH LINE, 138.12 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM SAID TRACT OF LAND THE SOUTH 360 FEET THEREOF)

AFTER RECORDATION OF THE FINAL PLAT, THE PROPERTY WILL BE LEGALLY DESCRIBED AS:

LOTS 1 THROUGH 3 IN THE WALTERS AVENUE SUBDIVISION BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2705 Walters Avenue
2713 Walters Avenue
Northbrook, Illinois 60062

P.R.E.I. Nos.: 04-09-302-025
04-09-302-026

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EXHIBIT E

RESOLUTION NO. 97-R-

(Approving Final Plat for the Walters Avenue Subdivision)

Allen B. Frake and Frances Frake (the "Owners") are the owners of record of the property consisting of approximately 1.72 acres and commonly known as 2705 Walters Avenue and 2713 Walters Avenue, Northbrook, Illinois (the "Subject Property"). The Owners seek to subdivide the Subject Property into 3 lots, to be developed with one single family home per lot.

The Owners have applied for final subdivision plat approval (Docket No. 96-19) for the Subject Property. The Plan Commission held a public meeting to consider the application in its regular meeting on July 15, 1997, rendering its recommendation of approval of the final plat of subdivision on that date (Resolution No. 97-PC-12).

The Owners and the Village have approved a subdivision agreement providing for, among other things, the orderly development and improvement of the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

Section 1. The final plat of subdivision for Walters Avenue Subdivision, prepared by Jens K. Doe Survey Service, Inc., consisting of one sheet, with latest revision date of _____, 1997, (the "Final Subdivision Plat") is hereby approved.

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, said Final Subdivision Plat, contingent upon certification of the Final Subdivision Plat by proper County officials as to the absence of property tax delinquency and all other certifications as necessary.

Section 3. The Village Manager is hereby directed to record said Final Subdivision Plat with the Cook County Recorder of Deeds upon satisfactory completion of all administrative details relating thereto.

PASSED: This ____ day of _____, 1997.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

Village President

ATTEST:

Village Clerk

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EXHIBIT F

FORM OF IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ DATE OF ISSUE: _____

[Name of Bank]

[Address]

TO: Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the _____ UP TO AN AGGREGATE
AMOUNT OF _____ United States Dollars (\$) _____
for account of _____
_____ (the "Customer")

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under _____
Credit No. _____ Dated: _____

and shall be in the form attached hereto as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager, an individual designated as acting Village Manager, or the Assistant Village Manager:

(a) A written statement on the form attached hereto as Exhibit "B" stating that, conditioned upon proper notice to the Northbrook Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Northbrook Village Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to Section 6 of the Subdivision Agreement dated _____, 1997 by and between the Village of Northbrook, Allen B. Frake and Frances Frake (the "Subdivision Agreement") have not been constructed in accordance with the Subdivision Agreement; or

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(c) A written statement on the form attached hereto as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village pursuant to the Subdivision Agreement have not been paid in accordance with the Subdivision Agreement; or

(d) A written statement on the form attached hereto as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to Section 6 of the Subdivision Agreement in accordance with the Subdivision Agreement; or

(e) A written statement on the form attached hereto as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Subdivision Agreement have not been performed in accordance with the Subdivision Agreement.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 500" (THE "UNIFORM RULES"). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

WE HEREBY AGREE with the drawers of drafts drawn under and in compliance with the terms of this Letter of Credit, that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the drawees if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date.

2. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse hereof by our bank.

3. If, within three days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village of Northbrook in enforcing the terms hereof.

4. This Letter of Credit shall expire on _____, 19____, as stated hereinabove; provided, however, that we shall notify the Northbrook Village Manager by certified mail, return receipt requested, at least 35 days prior to said expiration date, that this Letter of Credit is about to expire.

5. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

6. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

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7. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Northbrook Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Northbrook Subdivision and Development Code because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to Section 6 of the Subdivision Agreement dated _____, 1997 by and between the Village of Northbrook, Allen B. Frake and Frances Frake.

8. This Letter of Credit is irrevocable.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

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EXHIBIT "A" TO FORM OF IRREVOCABLE LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

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EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen,

This is to advise you that Letter of Credit No. _____ dated _____
in the amount of \$ _____ will expire within 35 days or less and that _____
has failed to deliver to the Northbrook Village Manager evidence of a renewal of Letter of Credit
No. _____.

Very truly yours,

Northbrook Village Manager

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EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to Section 6 of the Subdivision Agreement dated _____, 1997 by and between the Village of Northbrook, Allen B. Frake and Frances Frake have not been constructed in accordance with said agreement.

Very truly yours,

Northbrook Village Manager

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EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:
Re: Letter of Credit No. _____

Ladies and Gentlemen,

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant the Subdivision Agreement dated _____, 1997 by and between the Village of Northbrook, Allen B. Frake and Frances Frake have not been paid in accordance with said agreement.

Very truly yours,

Northbrook Village Manager

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EXHIBIT "E" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Subdivision Agreement dated _____, 1997 by and between the Village of Northbrook, Allen B. Frake and Frances Frake have not been performed in accordance with said agreement.

Ven, truly yours,

Northbrook Village Manager

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EXHIBIT "F" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:
Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Subdivision Agreement dated _____, 1997 by and between the Village of Northbrook, Allen B. Frake and Frances Frake have not been performed in accordance with said agreement.

Very truly yours,

Northbrook Village Manager

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EXHIBIT G

TRANSFeree ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, 19____, by, between and among [OWNERS] (the "Owners"), [TRANSFeree] (the "Transferee") and the Village of Northbrook, Illinois, an Illinois municipal corporation (the "Village"),

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 19____, the Transferee agreed to purchase from the Owners certain real property situated in Cook County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"); and

WHEREAS, following the conveyance of the Subject Property by the Owners, the Transferee will be the legal owner of the Subject Property; and

WHEREAS, as a condition to the conveyance of the Subject Property by the Owners, the Owners and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Subdivision Agreement, dated as of _____, 1997, and recorded in the Office of the Cook County Recorder of Deeds on _____, 1997 as Document No. _____, by, between and among the Village, Allen B. Frake and Frances Frake, from time to time (the "Subdivision Agreement");

NOW, THEREFORE, in consideration of the agreement of the Owners to convey the Subject Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Owners and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Subdivision Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owners or the developer of the Subject Property.

3. **Assurances of Financial Ability.** Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Administrator the performance security required by Section 11 of the Subdivision Agreement. Upon execution of this Agreement by the Village and deposit with the Village Administrator of the required performance security, the Village shall surrender the original performance security to the Owners. In addition, and not in limitation of the foregoing, the Transferee shall, upon the

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request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may, from time to time, require.

4. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Subdivision Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. **Acknowledgment and Release of Transferor.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Subdivision Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owners from any personal liability for failure to comply with the terms, requirements and obligations of the Subdivision Agreement.

6. **Trustee Exculpation.** This Agreement is executed by [Bank], not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by [Bank] are undertaken by it solely as Trustee as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trustee by reason of any of the terms, provisions, stipulations, covenants, conditions and/or statements contained in this Agreement. Any such liability shall be asserted instead against [the property contained in Trust Number _____ or the beneficiaries thereof or against] the other signatories hereof or their successors.]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

VILLAGE OF NORTHBROOK

Village Clerk

By: _____
Village President

ATTEST:

[OWNERS]

By: _____

Its: _____

ATTEST:

[TRANSFEREE]

By: _____

Its: _____

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 1997, by _____, the Village President of the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on _____, 1997, by _____, President of [TRANSFEREE] and _____, Secretary of said _____.

Signature of Notary

SEAL

My Commission expires: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 1997, by
_____ [OWNERS].

Signature of Notary

SEAL

My Commission expires: _____

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RESOLUTION NO. 97-R-128

(Approval of the Walters Avenue Subdivision Agreement)

Allen B. Frake and Frances Frake (the "Owners") are the owners of record of the property consisting of approximately 1.72 acres and commonly known as 2705 Walters Avenue and 2713 Walters Avenue, Northbrook, Illinois (the "Subject Property"). The Owners seek to subdivide the Subject Property into 3 lots, to be developed with one single family home per lot. The Owners applied for final subdivision plat approval (Plan Commission Docket No. 96-19) for the proposed subdivision of the Subject Property to be known as the Walters Avenue Subdivision.

The Owners have agreed to enter into a subdivision agreement with the Village providing for the orderly development and improvement of the Property in accordance with all applicable codes and ordinances. The proposed subdivision agreement has been reviewed by Village staff and the Village Attorney.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

Section 1. APPROVAL OF SUBDIVISION AGREEMENT.

The Subdivision Agreement by, between and among the Village of Northbrook, Allen B. Frake and Frances Frake for the Walters Avenue Subdivision is hereby approved in substantially the form attached to this Resolution.

Section 2. EXECUTION OF AGREEMENT.

The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, said Subdivision Agreement, only after receipt by the Village of at least two copies of such agreement fully executed by the Owners.

Section 3. RECORDATION OF AGREEMENT.

The Village Manager is hereby directed to record said Subdivision Agreement with the Cook County Recorder of Deeds upon satisfactory completion of all administrative details relating thereto.

PASSED: This 9th day of September, 1997.

AYES: (6) Trustees Jaeger, Frum, Karagianis, Buehler, Donewald, Meek

NAYS: (0)

ABSTAIN: (0)

ABSENT: (0)

Doc. # 98632042 Page 45 of 45

/s/ Mark W. Damisch

Village President

ATTEST:

/s/ Lona N. Louis

Village Clerk

I hereby certify this to be a true and exact copy of the original.

10/30/97 Lona N. Louis
Date Village Clerk

BOX 337

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