

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 8, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
First Addendum to Subdivision Improvement Agreement for Nelson Meadow	<ul style="list-style-type: none"> ✓ Resolution Ordinance Motion Discussion Only 	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared adopting the First Addendum to a Subdivision Improvement Agreement between the Village of Downers Grove, Joel Andersen and Joel Andersen Homes, Ltd. The addendum divides the subdivision into Phase I and Phase II and modifies the timing for completion of certain public improvements.

STRATEGIC PLAN ALIGNMENT

The Strategic Plan Goals for 2011 to 2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

N/A

UPDATE & RECOMMENDATION

This item was discussed at the January 18, 2011 Village Council meeting. The Council requested that staff review the terms of the agreement regarding the letter of credit amount and the schedule for constructing the required public improvements. The proposed Subdivision Improvement Agreement has been changed to state that the Village Engineer shall review the letter of credit amount annually and that the developer shall adjust the letter of credit amount based on the Village Engineer’s review. This language is intended to make sure that the letter of credit amount remains sufficient to cover the cost of the public improvements that have not been completed by the developer. The Subdivision Improvement Agreement has been changed to state that all public improvements shall be completed by the developer no later than five years from the date of execution of the agreement. The Village has the right, but not the obligation, to construct all or portions of the public improvements within the subdivision. If the Developer does not complete the installation of the public improvements within five years, the matter will be brought before the Village Council for consideration. At that time, the Village Council may decide to draw upon the letter of credit and install the improvements, grant the Developer an extension, or such other action deemed appropriate by the Village Council.

BACKGROUND

The Nelson Meadow subdivision was originally approved in February 2006. The subdivision is located on the east side of Brookbank Road, north of Jefferson Avenue and west of Carpenter Street. The neighborhood surrounding the development is built out with single family residences. The subject property is

approximately 4.8 acres and zoned R-3 Single Family Residence.

The original approval allowed for the division of the property into 11 lots as well as public improvements including stormwater detention facilities, streets, sidewalks, etc. As a condition of the original approval, the developer entered into a Subdivision Improvement Agreement with the Village. This agreement described the terms for development of the site and completion of the public improvements.

In September 2006, the developer decided to put the project on hold due to economic conditions. As such, the property remains undeveloped. In May 2010, the developer approached the Village with the request to separate the development into phases. The proposed phasing plan will modify the timing for completion of certain public improvements and will permit the developer to construct homes on Lots 9-11 (adjacent to Carpenter Street). The phasing plan is described below:

Nelson Meadow – Phase I (Lots 9 – 11 and related public improvements and the entire detention basin)

1. Developer agrees to post a security sufficient to cover all Phase I and Phase II public improvements.
2. Developer agrees to construct full detention basin.
3. Developer agrees to construct all other Phase I public improvements including sidewalks along Carpenter Street.
4. Village agrees to permit construction on Lots 9-11 (adjacent to Carpenter Street).
5. Village agrees to delay Phase II improvements.
6. Upon completion of the Phase I improvements, the Village agrees to reduce security in an amount sufficient to cover Phase II improvements.

Nelson Meadow – Phase II (Lots 1-8 and related public improvements)

1. Developer agrees to substantially complete Phase II improvements including streets, curb and gutter, sewer and water lines etc. prior to receiving building permits for Lots 1-8 pursuant to the Subdivision Improvement Agreement terms.
2. Developer agrees to maintain a security sufficient to cover the Phase II improvements until Phase II improvements are complete.
3. Village agrees to permit construction on Lots 1-8 once the Phase II improvements are substantially completed.

The draft addendum reflects these concepts. The phasing of the subdivision will allow construction that is in substantial conformance with the original approval. No development will be permitted until the Village has reviewed and approved the engineering plans. All conditions at approval shall remain in effect.

ATTACHMENTS

Aerial Map

First Addendum to the Subdivision Improvement Agreement

Revised Engineering Plans

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Applicant **DATE:** February 8, 2011
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF A FIRST ADDENDUM TO THE SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE, JOEL ANDERSEN AND JOEL ANDERSEN HOMES, LTD.", as presented.

SUMMARY OF ITEM:

Adoption of the attached resolution shall authorize execution of a first addendum to the Subdivision Improvement Agreement between the Village of Downers Grove, Joel Andersen and Joel Andersen Homes, Ltd.

RECORD OF ACTION TAKEN:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
FIRST ADDENDUM TO THE SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE, JOEL ANDERSEN
AND JOEL ANDERSEN HOMES, LTD.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Subdivision Improvement Agreement (the “Agreement”), between the Village of Downers Grove (“Village”) and Joel Andersen (“Owner”) and Joel Andersen Homes, Ltd. (“Developer”) for improvements to the Nelson Meadows Subdivision, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**FIRST ADDENDUM
TO THE SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE, JOEL ANDERSEN AND
JOEL ANDERSEN HOMES, LTD.**

The Village of Downers Grove (“Village”) and Joel Andersen (“Owner”) and Joel Andersen Homes, Ltd. (“Developer”) entered into a Subdivision Improvement Agreement dated September 20, 2006 (the “Agreement”). Pursuant to the terms and conditions stated therein, the parties desire to amend the agreement as follows:

1. The 4th WHEREAS CLAUSE shall be amended by deleting PIN 09-17-108-015 and adding PINs 09-17-108-016, -017, -018, -019, -020, -021, -022, -023, -024, -025 & -026.

2. SECTION 2. INSTALLATION OF IMPROVEMENTS. Shall be amended by adding the following at the end of the first paragraph:

The Developer may install the Public Improvements in two phases. Phase I shall consist of all the Public Improvements related to Lots 9 through 11, which front Carpenter Street, including but not limited to the completion of the stormwater detention basin to accommodate the entire subdivision, sidewalks, etc, as more accurately depicted on the engineering drawings prepared by CM Lavoie and Associates, dated January ____, 2011, attached hereto and incorporated herein as Exhibit B-1. Phase II shall consist of all other remaining Public Improvements as depicted on Exhibit B-1.

3. SECTION 3. SECURITY FOR PROJECT IMPROVEMENTS. Shall be amended as follows:

Exhibit C (Cost Estimate) shall be replaced with a Revised Cost Estimate (Exhibit C-1).

Section 3 shall also be amended by deleting the last sentence and adding the following sentence:

Upon the execution of this Addendum, the Developer will deposit with the office of the Village Engineer good and sufficient security for the completion of all Public Improvements (Phase I and II), as set forth in Section 20.402 of the Subdivision Ordinance (“Security Instrument”). The Village Engineer shall review the cost estimate annually to determine if the amount of the security is sufficient to cover the costs of constructing the remaining Public Improvements. If the Village Engineer determines that the letter of credit shall be increased by at least ten percent (10%), then the Developer shall increase the letter of credit as requested by the Village Engineer.

4. SECTION 4. RECORDATION OF PLAT. Shall be amended by adding the following sentence at the end of the paragraph:

Upon receipt of a fully executed copy of this Addendum and the Security Instrument, the Developer shall record this Addendum against all PINs associated with this Subdivision. The Developer shall provide the Village with verification of recording.

5. SECTION 11. COMPLETION OF PROJECT IMPROVEMENTS. Shall be amended as follows:

The first sentence of paragraph (a) shall be deleted and replaced with the following:

The Developer shall cause the Phase I of the Public Improvements to be completed eighteen (18) months from the date the first permit is issued for Phase I and the Public Improvements for Phase II shall be completed five (5) years from date of execution of the Addendum. If the Developer does not complete all the Public Improvements within five (5) years from the date of execution of the Addendum, the Village Council shall review the issue and determine the next course of action, which may include drawing upon the letter of credit, granting an extension, or any other action deemed appropriate by the Village Council. Section (b) shall be amended to delete “seven (7) business days” and replace with “thirty (30) business days”

6. **SECTION 14. SIDEWALKS.** Shall be amended as follows:

The following shall be added to the end of the paragraph:

and in accordance with the phasing plan depicted on Exhibit B-1.

That all prior terms from the Agreement dated September 20, 2006, and subsequent amendments, shall remain in full force and effect.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Mayor

Village Clerk

Date

OWNER

ATTEST:

By:
Its:

DEVELOPER

ATTEST:

By:
Its:

PROPOSED SITE IMPROVEMENTS
FOR

NELSON MEADOW - PHASE I

WEST SIDE OF CARPENTER STREET DOWNERS GROVE, ILLINOIS

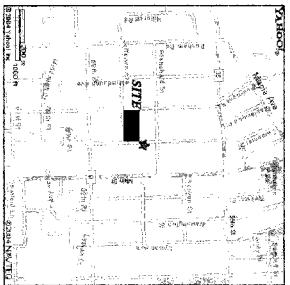
2011

- INDEX OF PLAN SHEETS**
1. COVER
 2. GENERAL NOTES
 3. GENERAL NOTES / DETAILS
 4. DETAILS
 5. DETAILS
 6. EXISTING CONDITIONS
 7. GEOMETRIC PLAN
 8. GRADING PLAN
 9. UTILITY PLAN
 10. EROSION CONTROL PLAN
 11. TREE PRESERVATION PLAN

- BENCHMARK**
1. 75x100 IN. SQUARE ON TYPICAL END REINFORCED CONCRETE PIER ON 100' CARPENTER STREET FOR SOUTH END OF 17' EASEMENT GRAB RELAYATION - 4221
 2. TOP OF IRON PIPE AT SOUTHWEST CORNER OF SITE RELAYATION - 4155

LEGAL DESCRIPTION

LOT 23 IN BALDING BROTHERS DOWNERS QUORA PLAKA BEING A SUBDIVISION IN SECTIONS 17 AND 18 TOWNSHIP 2 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DOWNERS COUNTY, ILLINOIS



SITE LOCATION

PLANS PREPARED FOR:

JOEL ANDERSEN HOMES, LTD.
P.O. BOX 846
DOWNERS GROVE, ILLINOIS 60555
(630) 510-9460 (F)

PLANS PREPARED BY:

C.M. Lavoie
& Associates, Inc.

Consulting Civil Engineering
Land Planning & Surveying
1000 State KFE 126
Plainfield, Illinois 60544
voice 815-251-0055
fax 815-251-5155

- LEGEND**
- ▲ PROPOSED FLARED END SECTION
 - ▼ EXISTING FLARED END SECTION
 - EXISTING STORM MANHOLE
 - PROPOSED STORM MANHOLE
 - EXISTING INLET
 - PROPOSED INLET
 - EXISTING FIRE HYDRANT
 - PROPOSED FIRE HYDRANT
 - EXISTING VALVE AND VALVE
 - PROPOSED VALVE AND VALVE
 - EXISTING CATCH BASIN
 - PROPOSED CATCH BASIN
 - EXISTING SANITARY MANHOLE
 - PROPOSED SANITARY MANHOLE
 - EXISTING VALVE BOX
 - PROPOSED VALVE BOX
 - EXISTING WATERMAIN
 - PROPOSED WATERMAIN
 - EXISTING SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - HIGH WATER LEVEL
 - NORMAL WATER LEVEL
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - EXISTING ST. FENCE
 - PROPOSED ST. FENCE
 - STRAW BALES
 - EMERGENCY FLOOD ROUTE

CURRENT REVISION DATE: 1/11/2011

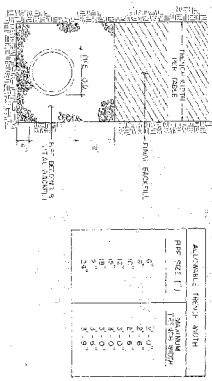
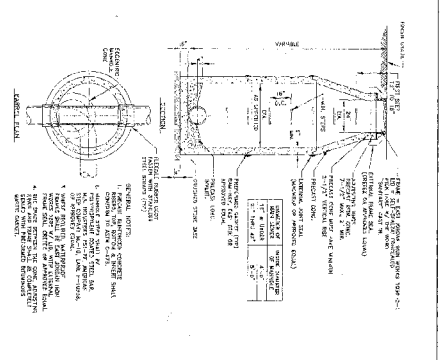
I, TIMOTHY R. HENRY, A REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY C.M. LAVOIE AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION.

ILLINOIS PROFESSIONAL ENGINEER NO. 0082 058783



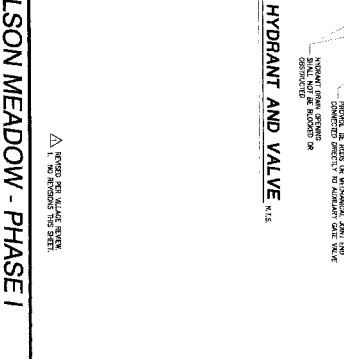
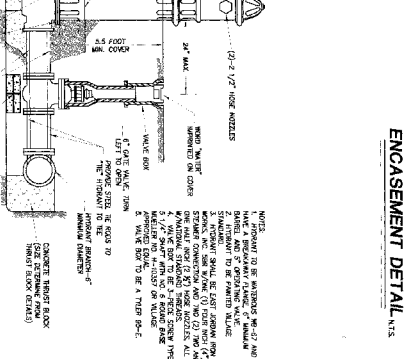
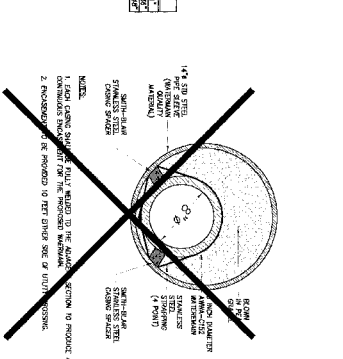
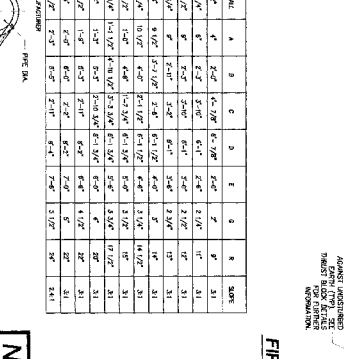
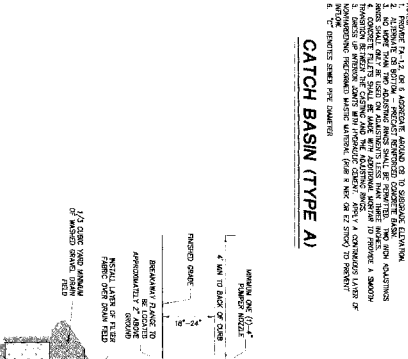
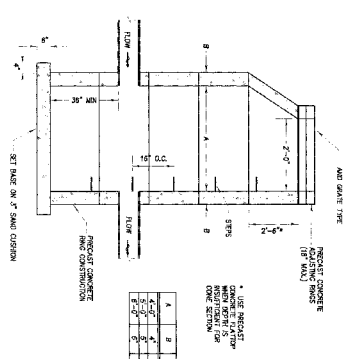
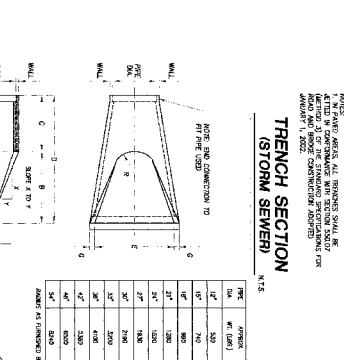
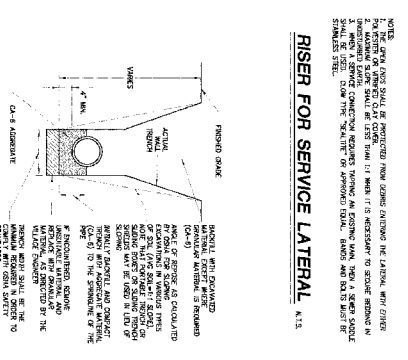
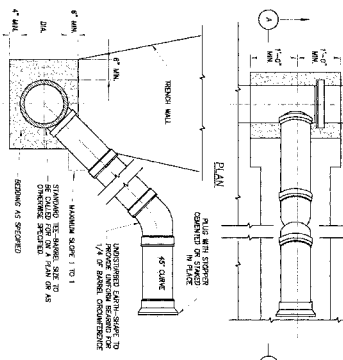
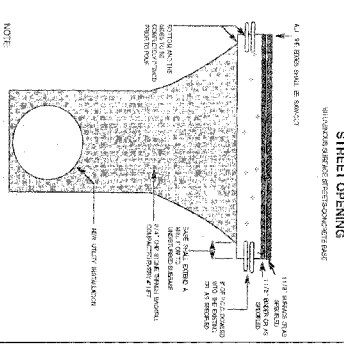
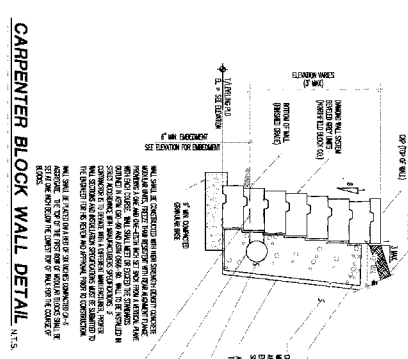
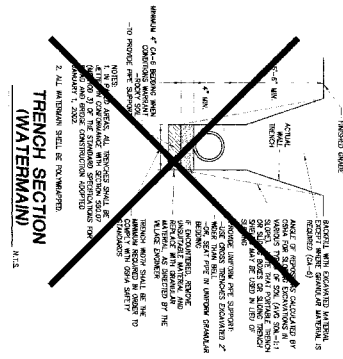
CALL JULE
48 Hours (2 working days) Answer Your Big
1-800-858-0785

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PIPE BEDDING & BACKFILL
 CONCRETE GRADE SAND/LEAF MATERIAL

NOTE: ALL PIPE SHALL BE LAYED IN CONFORMANCE WITH THE MANHOLE SCHEDULE. THE PIPE SHALL BE LAYED ON A BED OF SAND/LEAF MATERIAL. THE SAND/LEAF MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. THE PIPE SHALL BE BACKFILLED WITH SAND/LEAF MATERIAL TO THE FINISH GRADE. THE BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. THE FINISH GRADE SHALL BE 1.0' ABOVE THE TOP OF THE PIPE.



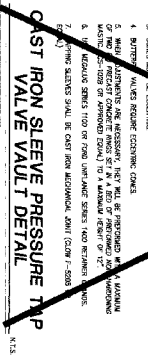
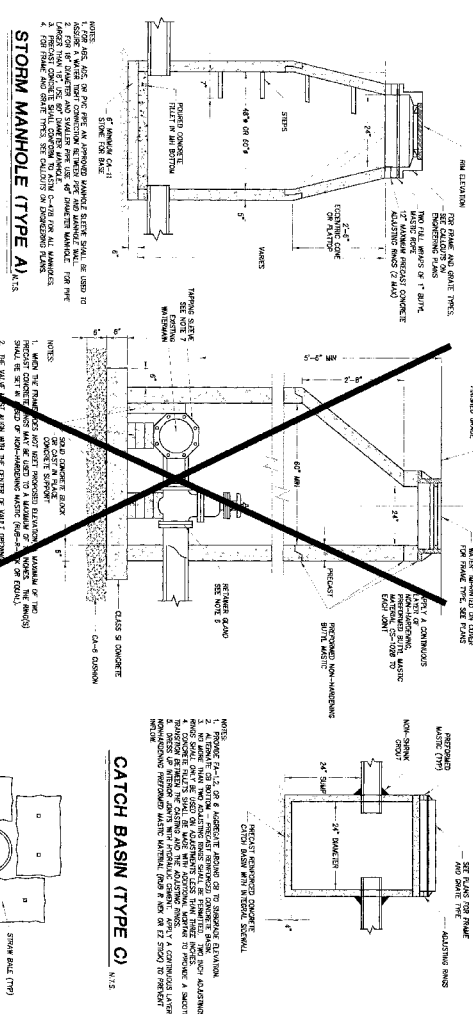
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24 HOURS NOTICE REQUIRED FOR ALL INSPECTIONS
 C.M. Lavoie & Associates Inc.
 1000 Highway 101, Suite 100
 St. Catharines, Ontario L2R 6K1
 Tel: 905.662.1111
 Fax: 905.662.1112
 Email: info@cm-lavoie.com

PRECAST REINFORCED CONCRETE FLARED END SECTION
 SCALE: 1/4" = 1'-0"
 SHEET: 4 OF 11

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	04/11/11
2	ISSUED FOR CONSTRUCTION	04/11/11
3	ISSUED FOR AS-BUILT	04/11/11
4	ISSUED FOR FINAL	04/11/11
5	ISSUED FOR ARCHIVE	04/11/11

NELSON MEADOW - PHASE I
 WEST SIDE OF CARPENTER STREET
 ST. CATHARINES, ONTARIO
 SCALE: 1/4" = 1'-0"
 SHEET: 4 OF 11
 JOB NUMBER: 09-2009
 DATE: 04/11/11
 CHECKED BY: JTM
 DRAWN BY: CML
 C.M. Lavoie & Associates Inc.
 1000 Highway 101, Suite 100
 St. Catharines, Ontario L2R 6K1
 Tel: 905.662.1111
 Fax: 905.662.1112
 Email: info@cm-lavoie.com



PROTECTION OF PUBLIC TREES

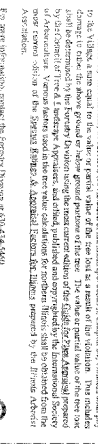
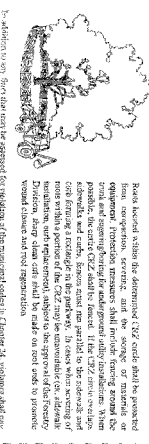
The Department of the City of New York, Parks, Recreation and Cultural Affairs, is pleased to announce the following guidelines for the protection of public trees during construction projects. These guidelines are intended to provide a minimum standard of protection for public trees and to ensure that the trees are preserved and protected during the construction process.

The guidelines are as follows:

1. All trees to be protected shall be identified and inventoried by a qualified arborist prior to the start of construction.
2. The arborist shall provide a tree protection plan (TPP) that includes the location of each tree to be protected, the proposed construction activities, and the proposed protection measures.
3. The construction site shall be fenced and clearly marked to prevent access to the trees.
4. All trees shall be protected by a minimum of 6 inches of mulch and a minimum of 6 inches of soil.
5. All trees shall be protected by a minimum of 6 inches of mulch and a minimum of 6 inches of soil.
6. All trees shall be protected by a minimum of 6 inches of mulch and a minimum of 6 inches of soil.
7. All trees shall be protected by a minimum of 6 inches of mulch and a minimum of 6 inches of soil.
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10. All trees shall be protected by a minimum of 6 inches of mulch and a minimum of 6 inches of soil.

Radius of S&K (Inches)

1-1/2" to 2-1/2"	2.0' to 2.5'
2-1/2" to 3-1/2"	2.5' to 3.0'
3-1/2" to 4-1/2"	3.0' to 3.5'
4-1/2" to 5-1/2"	3.5' to 4.0'
5-1/2" to 6-1/2"	4.0' to 4.5'
6-1/2" to 7-1/2"	4.5' to 5.0'
7-1/2" to 8-1/2"	5.0' to 5.5'
8-1/2" to 9-1/2"	5.5' to 6.0'
9-1/2" to 10-1/2"	6.0' to 6.5'
10-1/2" to 11-1/2"	6.5' to 7.0'
11-1/2" to 12-1/2"	7.0' to 7.5'
12-1/2" to 13-1/2"	7.5' to 8.0'
13-1/2" to 14-1/2"	8.0' to 8.5'
14-1/2" to 15-1/2"	8.5' to 9.0'
15-1/2" to 16-1/2"	9.0' to 9.5'
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46-1/2" to 47-1/2"	24.5' to 25.0'
47-1/2" to 48-1/2"	25.0' to 25.5'
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69-1/2" to 70-1/2"	36.0' to 36.5'
70-1/2" to 71-1/2"	36.5' to 37.0'
71-1/2" to 72-1/2"	37.0' to 37.5'
72-1/2" to 73-1/2"	37.5' to 38.0'
73-1/2" to 74-1/2"	38.0' to 38.5'
74-1/2" to 75-1/2"	38.5' to 39.0'
75-1/2" to 76-1/2"	39.0' to 39.5'
76-1/2" to 77-1/2"	39.5' to 40.0'
77-1/2" to 78-1/2"	40.0' to 40.5'
78-1/2" to 79-1/2"	40.5' to 41.0'
79-1/2" to 80-1/2"	41.0' to 41.5'
80-1/2" to 81-1/2"	41.5' to 42.0'
81-1/2" to 82-1/2"	42.0' to 42.5'
82-1/2" to 83-1/2"	42.5' to 43.0'
83-1/2" to 84-1/2"	43.0' to 43.5'
84-1/2" to 85-1/2"	43.5' to 44.0'
85-1/2" to 86-1/2"	44.0' to 44.5'
86-1/2" to 87-1/2"	44.5' to 45.0'
87-1/2" to 88-1/2"	45.0' to 45.5'
88-1/2" to 89-1/2"	45.5' to 46.0'
89-1/2" to 90-1/2"	46.0' to 46.5'
90-1/2" to 91-1/2"	46.5' to 47.0'
91-1/2" to 92-1/2"	47.0' to 47.5'
92-1/2" to 93-1/2"	47.5' to 48.0'
93-1/2" to 94-1/2"	48.0' to 48.5'
94-1/2" to 95-1/2"	48.5' to 49.0'
95-1/2" to 96-1/2"	49.0' to 49.5'
96-1/2" to 97-1/2"	49.5' to 50.0'
97-1/2" to 98-1/2"	50.0' to 50.5'
98-1/2" to 99-1/2"	50.5' to 51.0'
99-1/2" to 100-1/2"	51.0' to 51.5'



CONTRACTOR'S OBLIGATION

The contractor shall be responsible for the protection of public trees during the construction process. The contractor shall provide a tree protection plan (TPP) that includes the location of each tree to be protected, the proposed construction activities, and the proposed protection measures.

The contractor shall ensure that the trees are protected during the construction process. The contractor shall provide a minimum of 6 inches of mulch and a minimum of 6 inches of soil for each tree to be protected.

The contractor shall ensure that the trees are protected during the construction process. The contractor shall provide a minimum of 6 inches of mulch and a minimum of 6 inches of soil for each tree to be protected.

Design AC

Available in many different finishes

Specifications:

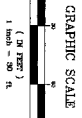
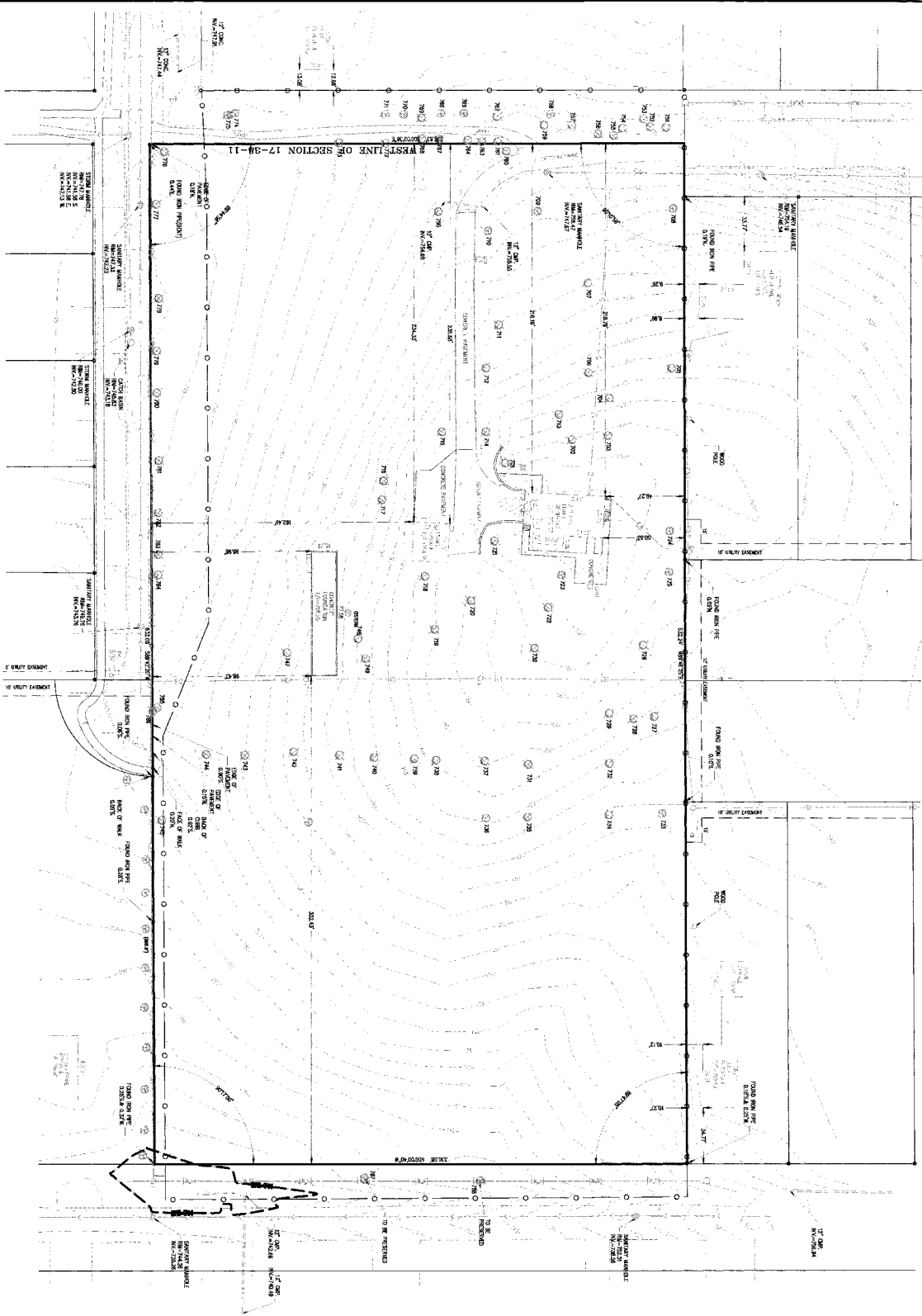
- 1. Material: Aluminum
- 2. Finish: Anodized
- 3. Color: Silver
- 4. Size: 12" x 12" x 12"
- 5. Weight: 1.5 lbs
- 6. Price: \$15.00

Company Lighting

Company Lighting

Dimensional and Physical Data

Model	Length	Width	Height	Weight	Price
AC-16	16"	16"	16"	1.5 lbs	\$15.00
AC-18	18"	18"	18"	1.8 lbs	\$18.00
AC-20	20"	20"	20"	2.2 lbs	\$22.00
AC-24	24"	24"	24"	2.8 lbs	\$28.00
AC-30	30"	30"	30"	3.5 lbs	\$35.00
AC-36	36"	36"	36"	4.2 lbs	\$42.00
AC-42	42"	42"	42"	5.0 lbs	\$50.00
AC-48	48"	48"	48"	5.8 lbs	\$58.00
AC-54	54"	54"	54"	6.5 lbs	\$65.00
AC-60	60"	60"	60"	7.2 lbs	\$72.00
AC-66	66"	66"	66"	8.0 lbs	\$80.00
AC-72	72"	72"	72"	8.8 lbs	\$88.00
AC-78	78"	78"	78"	9.5 lbs	\$95.00
AC-84	84"	84"	84"	10.2 lbs	\$102.00
AC-90	90"	90"	90"	11.0 lbs	\$110.00
AC-96	96"	96"	96"	11.8 lbs	\$118.00
AC-102	102"	102"	102"	12.5 lbs	\$125.00
AC-108	108"	108"	108"	13.2 lbs	\$132.00
AC-114	114"	114"	114"	14.0 lbs	\$140.00
AC-120	120"	120"	120"	14.8 lbs	\$148.00
AC-126	126"	126"	126"	15.5 lbs	\$155.00
AC-132	132"	132"	132"	16.2 lbs	\$162.00
AC-138	138"	138"	138"	17.0 lbs	\$170.00
AC-144	144"	144"	144"	17.8 lbs	\$178.00
AC-150	150"	150"	150"	18.5 lbs	\$185.00
AC-156	156"	156"	156"	19.2 lbs	\$192.00
AC-162	162"	162"	162"	20.0 lbs	\$200.00
AC-168	168"	168"	168"	20.8 lbs	\$208.00
AC-174	174"	174"	174"	21.5 lbs	\$215.00
AC-180	180"	180"	180"	22.2 lbs	\$222.00
AC-186	186"	186"	186"	23.0 lbs	\$230.00
AC-192	192"	192"	192"	23.8 lbs	\$238.00
AC-198	198"	198"	198"	24.5 lbs	\$245.00
AC-204	204"	204"	204"	25.2 lbs	\$252.00
AC-210	210"	210"	210"	26.0 lbs	\$260.00
AC-216	216"	216"	216"	26.8 lbs	\$268.00
AC-222	222"	222"	222"	27.5 lbs	\$275.00
AC-228	228"	228"	228"	28.2 lbs	\$282.00
AC-234	234"	234"	234"	29.0 lbs	\$290.00
AC-240	240"	240"	240"	29.8 lbs	\$298.00
AC-246	246"	246"	246"	30.5 lbs	\$305.00
AC-252	252"	252"	252"	31.2 lbs	\$312.00
AC-258	258"	258"	258"	32.0 lbs	\$320.00
AC-264	264"	264"	264"	32.8 lbs	\$328.00
AC-270	270"	270"	270"	33.5 lbs	\$335.00
AC-276	276"	276"	276"	34.2 lbs	\$342.00
AC-282	282"	282"	282"	35.0 lbs	\$350.00
AC-288	288"	288"	288"	35.8 lbs	\$358.00
AC-294	294"	294"	294"	36.5 lbs	\$365.00
AC-300	300"	300"	300"	37.2 lbs	\$372.00
AC-306	306"	306"	306"	38.0 lbs	\$380.00
AC-312	312"	312"	312"	38.8 lbs	\$388.00
AC-318	318"	318"	318"	39.5 lbs	\$395.00
AC-324	324"	324"	324"	40.2 lbs	\$402.00
AC-330	330"	330"	330"	41.0 lbs	\$410.00
AC-336	336"	336"	336"	41.8 lbs	\$418.00
AC-342	342"	342"	342"	42.5 lbs	\$425.00
AC-348	348"	348"	348"	43.2 lbs	\$432.00
AC-354	354"	354"	354"	44.0 lbs	\$440.00
AC-360	360"	360"	360"	44.8 lbs	\$448.00
AC-366	366"	366"	366"	45.5 lbs	\$455.00
AC-372	372"	372"	372"	46.2 lbs	\$462.00
AC-378	378"	378"	378"	47.0 lbs	\$470.00
AC-384	384"	384"	384"	47.8 lbs	\$478.00
AC-390	390"	390"	390"	48.5 lbs	\$485.00
AC-396	396"	396"	396"	49.2 lbs	\$492.00
AC-402	402"	402"	402"	50.0 lbs	\$500.00
AC-408	408"	408"	408"	50.8 lbs	\$508.00
AC-414	414"	414"	414"	51.5 lbs	\$515.00
AC-420	420"	420"	420"	52.2 lbs	\$522.00
AC-426	426"	426"	426"	53.0 lbs	\$530.00
AC-432	432"	432"	432"	53.8 lbs	\$538.00
AC-438	438"	438"	438"	54.5 lbs	\$545.00
AC-444	444"	444"	444"	55.2 lbs	\$552.00
AC-450	450"	450"	450"	56.0 lbs	\$560.00
AC-456	456"	456"	456"	56.8 lbs	\$568.00
AC-462	462"	462"	462"	57.5 lbs	\$575.00
AC-468	468"	468"	468"	58.2 lbs	\$582.00
AC-474	474"	474"	474"	59.0 lbs	\$590.00
AC-480	480"	480"	480"	59.8 lbs	\$598.00
AC-486	486"	486"	486"	60.5 lbs	\$605.00
AC-492	492"	492"	492"	61.2 lbs	\$612.00
AC-498	498"	498"	498"	62.0 lbs	\$620.00
AC-504	504"	504"	504"	62.8 lbs	\$628.00
AC-510	510"	510"	510"	63.5 lbs	\$635.00
AC-516	516"	516"	516"	64.2 lbs	\$642.00
AC-522	522"	522"	522"	65.0 lbs	\$650.00
AC-528	528"	528"	528"	65.8 lbs	\$658.00
AC-534	534"	534"	534"	66.5 lbs	\$665.00
AC-540	540"	540"	540"	67.2 lbs	\$672.00
AC-546	546"	546"	546"	68.0 lbs	\$680.00
AC-552	552"	552"	552"	68.8 lbs	\$688.00
AC-558	558"	558"	558"	69.5 lbs	\$695.00
AC-564	564"	564"	564"	70.2 lbs	\$702.00
AC-570	570"	570"	570"	71.0 lbs	\$710.00
AC-576	576"	576"	576"	71.8 lbs	\$718.00
AC-582	582"	582"			



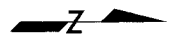
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NELSON MEADOW - PHASE I
 WEST SIDE OF CAMPBELL STREET
 DOWNERS GROVE, ILLINOIS

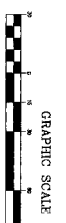
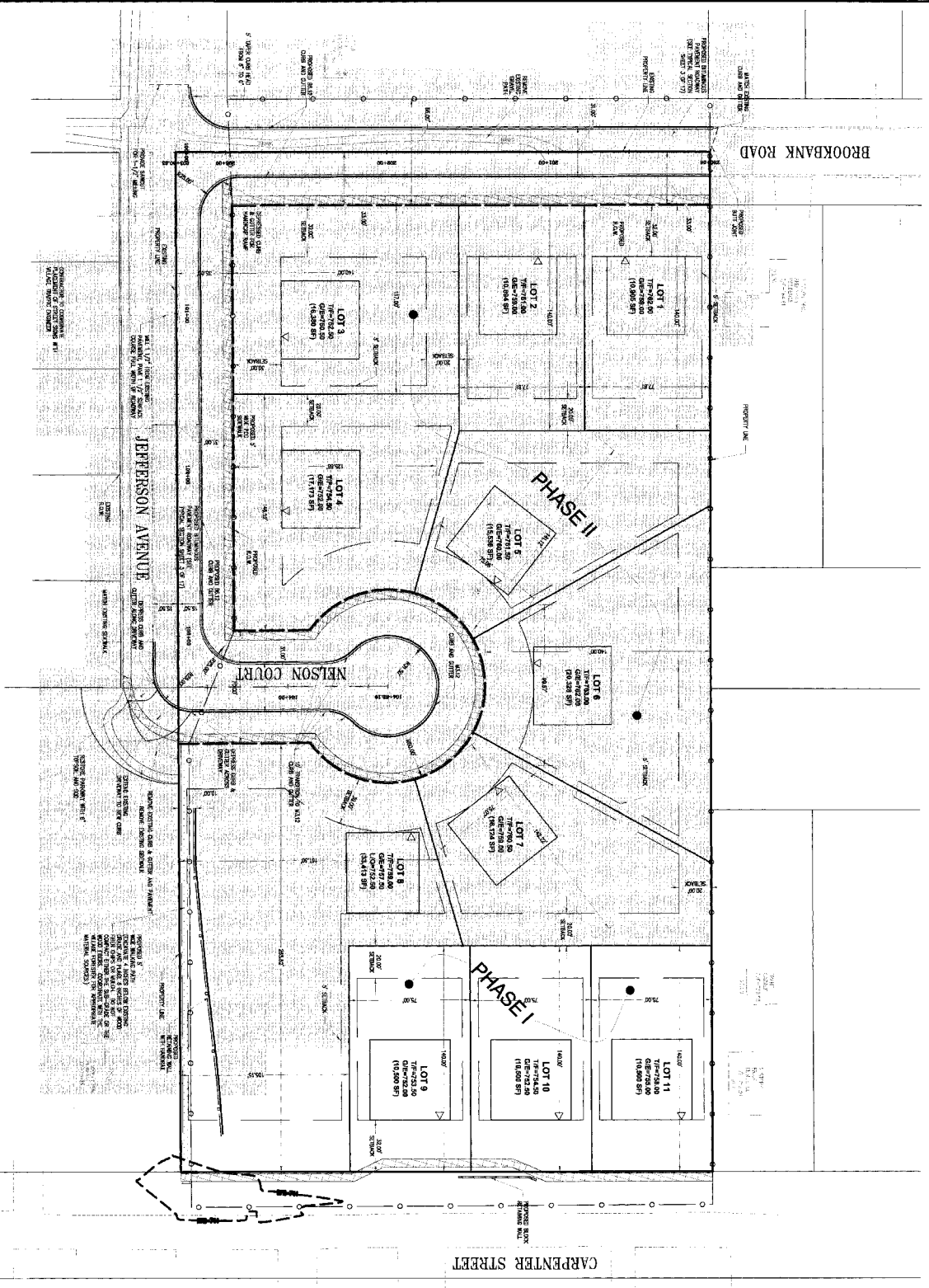
EXISTING CONDITIONS

DATE	DESCRIPTION	CHECKED BY
08-11-17	PG. 6 OF 11	DR. J. L. LAYNE
08-11-17	PG. 6 OF 11	DR. J. L. LAYNE

C.M.L. & L.A. ENGINEERS, INC.
 Consulting Civil Engineering
 1440 West Park Drive, Suite 100
 Downers Grove, IL 60130
 Phone: 312.351.1000
 Fax: 312.351.1001
 Website: www.cml-la.com



△ REVISION PER ALLIANCE CENTER
 1. NO SPREADING THIS SHEET.



INDICATES LIMITS OF PHASE II DEVELOPMENT

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NELSON MEADOW - PHASE I
WEST SIDE OF CARPENTER STREET
OWNERS: STONE, LUMENS

GEOMETRIC PLAN

C.M. Lavoie
Consulting Civil Engineer
Land Planning & Surveying
Professional Engineer
No. 10000
10000
10000

DATE: 05-20-11	PROJECT: NELSON MEADOW - PHASE I
SCALE: 1" = 20'	DATE: 05-20-11
JOB NUMBER: 04-289	SHEET: 7 OF 11
DATE: 05-20-11	BY: C.M. LAVOIE
DATE: 05-20-11	CHECKED: [Signature]
DATE: 05-20-11	APPROVED: [Signature]

- NOTES:
1. LOCATION OF PROPERTY INDICATED BY DASHED LINE. SHOW AS BOUNDARY SURVEY, NOT LINES, UNLESS OTHERWISE NOTED.
 2. THE LOCATION OF PROPERTY INDICATED BY DASHED LINE IS BASED ON THE SURVEY OF THE PROPERTY AND IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE SURVEY. THE SURVEY SHALL BE THE RESPONSIBILITY OF THE OWNER.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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GRAPHIC SCALE
 1" = 20' (AS SHOWN)
 0 10 20 30 40 50 60 70 80 90 100

UTILITY SEPARATION INFORMATION

1. SEPARATION BETWEEN SEWER MAINS AND WATER MAINS SHALL BE 18" MINIMUM.

2. SEPARATION BETWEEN WATER MAINS AND GAS MAINS SHALL BE 18" MINIMUM.

3. SEPARATION BETWEEN GAS MAINS AND ELECTRIC MAINS SHALL BE 18" MINIMUM.

4. SEPARATION BETWEEN ELECTRIC MAINS AND TELEPHONE MAINS SHALL BE 18" MINIMUM.

5. SEPARATION BETWEEN TELEPHONE MAINS AND CABLE MAINS SHALL BE 18" MINIMUM.

6. SEPARATION BETWEEN CABLE MAINS AND FIBER OPTIC MAINS SHALL BE 18" MINIMUM.

7. SEPARATION BETWEEN FIBER OPTIC MAINS AND OTHER UTILITIES SHALL BE 18" MINIMUM.

8. SEPARATION BETWEEN ALL UTILITIES AND FOUNDATION WALLS SHALL BE 18" MINIMUM.

9. SEPARATION BETWEEN ALL UTILITIES AND DRIVEWAYS SHALL BE 18" MINIMUM.

10. SEPARATION BETWEEN ALL UTILITIES AND SIDEWALKS SHALL BE 18" MINIMUM.

11. SEPARATION BETWEEN ALL UTILITIES AND CURBS SHALL BE 18" MINIMUM.

12. SEPARATION BETWEEN ALL UTILITIES AND STREETS SHALL BE 18" MINIMUM.

13. SEPARATION BETWEEN ALL UTILITIES AND ADJACENT PROPERTIES SHALL BE 18" MINIMUM.

14. SEPARATION BETWEEN ALL UTILITIES AND NEIGHBORHOODS SHALL BE 18" MINIMUM.

15. SEPARATION BETWEEN ALL UTILITIES AND ENVIRONMENT SHALL BE 18" MINIMUM.

STREET LIGHTING COORDINATION

1. STREET LIGHTING SHALL BE COORDINATED WITH THE CITY ENGINEER AND THE STREET LIGHTING CONTRACTOR.

2. STREET LIGHTING SHALL BE INSTALLED AT THE INTERSECTIONS OF THE STREETS AND AT THE ENDS OF THE STREETS.

3. STREET LIGHTING SHALL BE INSTALLED AT THE INTERSECTIONS OF THE STREETS AND AT THE ENDS OF THE STREETS.

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10. STREET LIGHTING SHALL BE INSTALLED AT THE INTERSECTIONS OF THE STREETS AND AT THE ENDS OF THE STREETS.

INDICATES LIMITS OF PHASE I DEVELOPMENT

1. THE LIMITS OF PHASE I DEVELOPMENT ARE SHOWN BY A DASHED LINE.

2. THE LIMITS OF PHASE I DEVELOPMENT ARE SHOWN BY A DASHED LINE.

3. THE LIMITS OF PHASE I DEVELOPMENT ARE SHOWN BY A DASHED LINE.

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10. THE LIMITS OF PHASE I DEVELOPMENT ARE SHOWN BY A DASHED LINE.

NELSON MEADOW - PHASE I

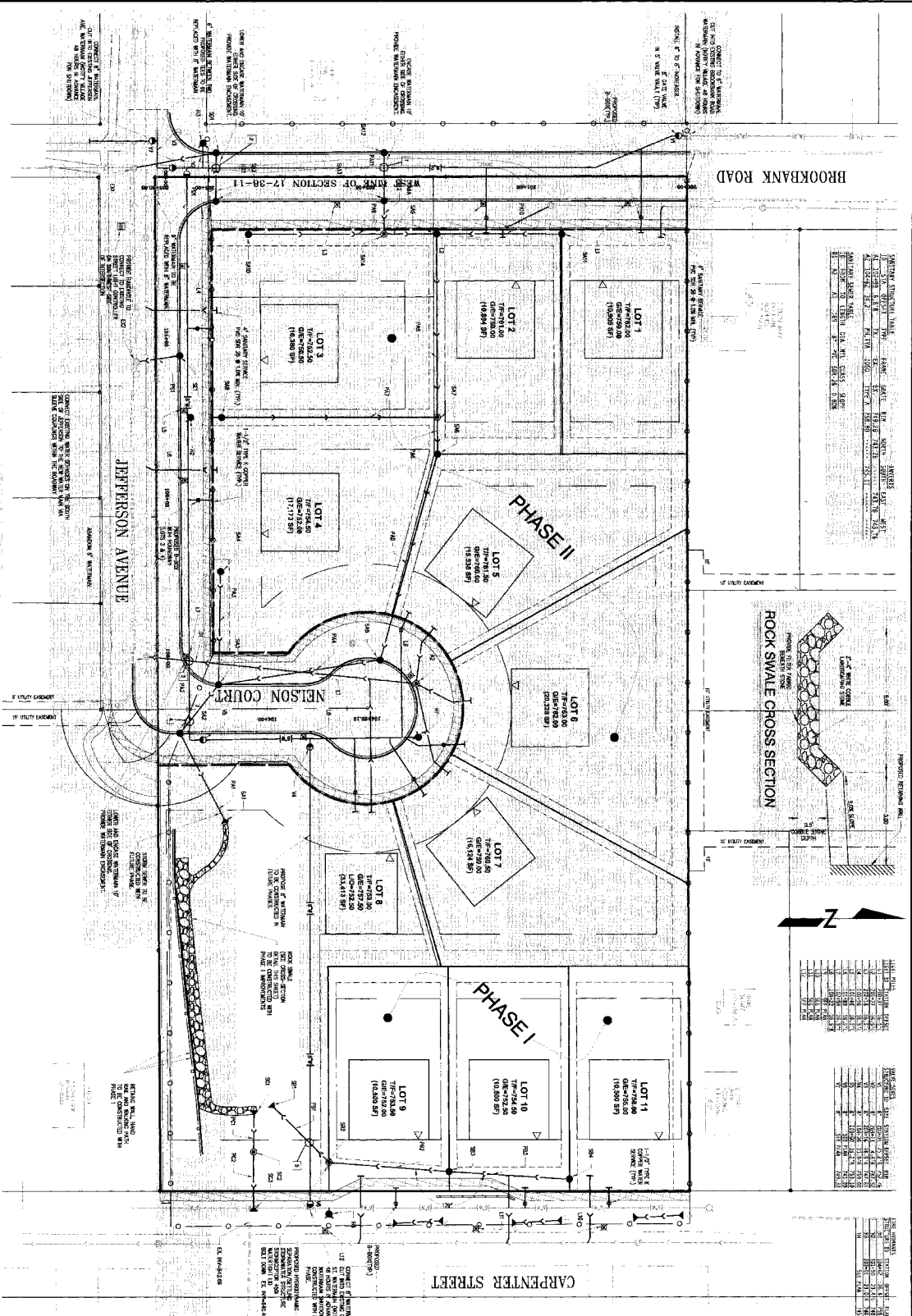
WEST SIDE OF CARPENTER STREET
 CHANDLER, ARIZONA

C.M. Lavoie
 Consulting Civil Engineers
 1001 North 10th Street
 Chandler, AZ 85224
 Tel: 480-750-1111

DATE: 04-10-11
 CHECKED BY: TML
 DRAWN BY: CDM
 SCALE: 1" = 20'

UTILITY PLAN

04-289
 SHEET 9 OF 11

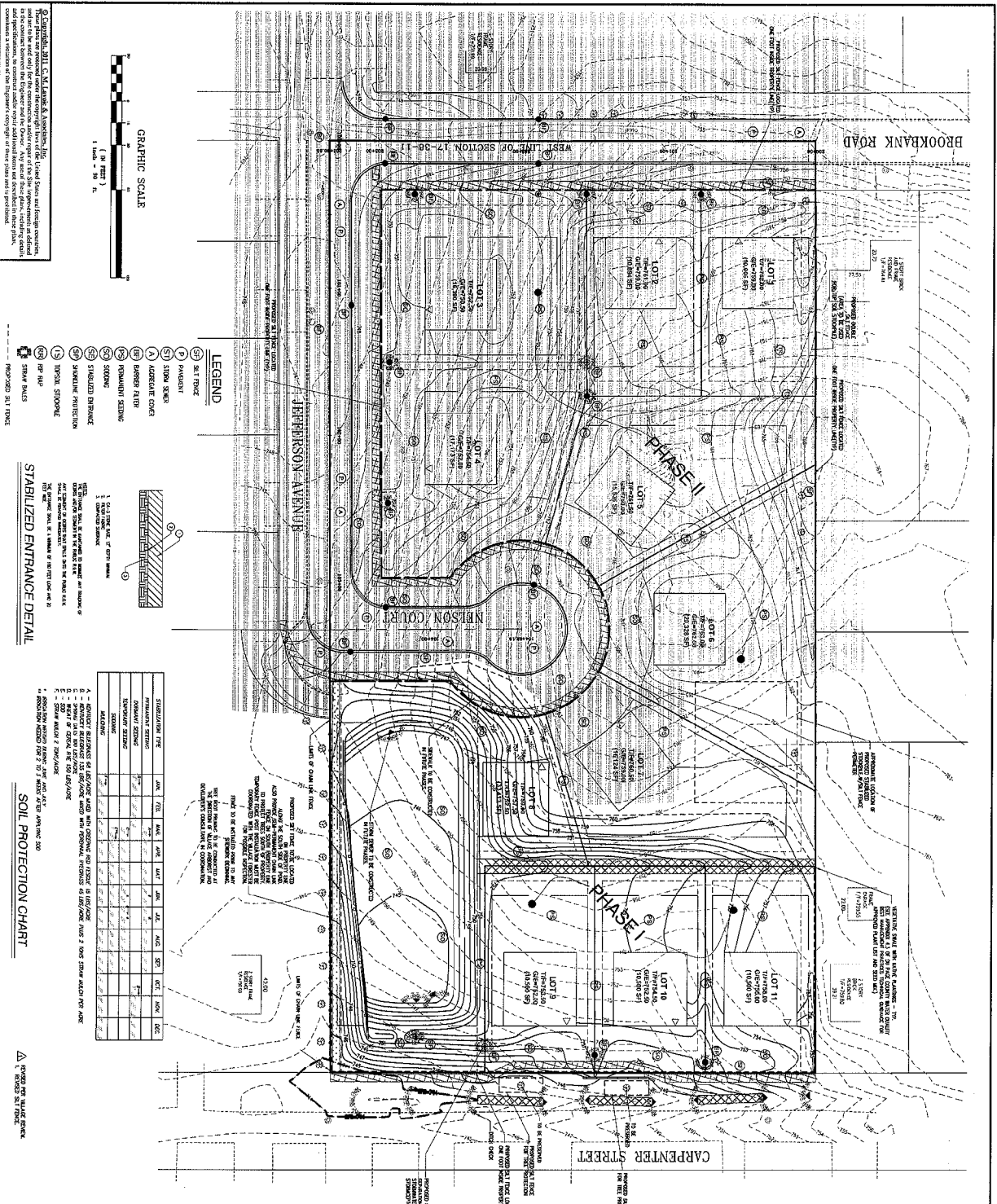


NOTES

1. THE LOCATION OF EXISTING UTILITIES AND THE SIZE OF WATER MAINS, SEWER, GAS LINES, ETC. SHALL BE DETERMINED BY THE UTILITY CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHANDLER AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHANDLER AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHANDLER AND THE ARIZONA DEPARTMENT OF WATER RESOURCES.
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UTILITY PLAN

ITEM	DATE	BY	REVISION
1	04-10-11	CDM	ISSUED FOR PERMITTING
2	04-10-11	CDM	ISSUED FOR PERMITTING
3	04-10-11	CDM	ISSUED FOR PERMITTING
4	04-10-11	CDM	ISSUED FOR PERMITTING
5	04-10-11	CDM	ISSUED FOR PERMITTING
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41	04-10-11	CDM	ISSUED FOR PERMITTING
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64	04-10-11	CDM	ISSUED FOR PERMITTING
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66	04-10-11	CDM	ISSUED FOR PERMITTING
67	04-10-11	CDM	ISSUED FOR PERMITTING
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96	04-10-11	CDM	ISSUED FOR PERMITTING
97	04-10-11	CDM	ISSUED FOR PERMITTING
98	04-10-11	CDM	ISSUED FOR PERMITTING
99	04-10-11	CDM	ISSUED FOR PERMITTING
100	04-10-11	CDM	ISSUED FOR PERMITTING



NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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SOIL PROTECTION CHART

VEGETATION TYPE	100'	75'	50'	25'	10'	5'	2'	1'	0.5'	0.25'
WOODLAND	100'	75'	50'	25'	10'	5'	2'	1'	0.5'	0.25'
SHRUBLAND	75'	50'	25'	10'	5'	2'	1'	0.5'	0.25'	
GRASSLAND	50'	25'	10'	5'	2'	1'	0.5'	0.25'		
BARREN	25'	10'	5'	2'	1'	0.5'	0.25'			
ROCK	10'	5'	2'	1'	0.5'	0.25'				
WATER	5'	2'	1'	0.5'	0.25'					
ROAD	2'	1'	0.5'	0.25'						
RAILROAD	1'	0.5'	0.25'							
UTILITY	0.5'	0.25'								
POWER LINE	0.25'									

STABILIZED ENTRANCE DETAIL

LEGEND

- 1. SET FENCE
- 2. PARKING
- 3. STORM SEWER
- 4. ASPHALT COVER
- 5. BARRER RIBB
- 6. PAVEMENT SEEDING
- 7. STABILIZED ENTRANCE
- 8. SLOPED ENTRANCE
- 9. TYPICAL ENTRANCE
- 10. STORM SEWER
- 11. PAVED DRIVE
- 12. PAVED DRIVE

GRAPHIC SCALE

1" = 20'

CONTRACTOR'S NOTE:

THIS PLAN AND SPECIFICATIONS SHALL BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. ANY CHANGES SHALL BE MADE BY A CORRECTIVE SHEET OR A CHANGE ORDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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NELSON MEADOW - PHASE I

WEST SIDE OF CARPENTER STREET

EROSION CONTROL PLAN

DATE: 10/11/11

SCALE: 1" = 20'

DATE: 10/11/11

PROJECT: NELSON MEADOW

CLIENT: C.M. LAYOIE

CONTRACTOR: C.M. LAYOIE

PROJECT NO: 11-10-11

SHEET NO: 10 OF 11

DATE: 10/11/11

PROJECT: NELSON MEADOW

CLIENT: C.M. LAYOIE

CONTRACTOR: C.M. LAYOIE

PROJECT NO: 11-10-11

SHEET NO: 10 OF 11

DATE: 10/11/11

CONTRACTOR'S NOTE:

THIS PLAN AND SPECIFICATIONS SHALL BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. ANY CHANGES SHALL BE MADE BY A CORRECTIVE SHEET OR A CHANGE ORDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

C.M. LAVOIE & ASSOCIATES, INC.
 1050 WEST ROUTE 126
 PLAINFIELD, ILLINOIS 60544

**PUBLIC IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 FINAL ENGINEERING**

PROJECT NAME : NELSON MEADOW - FULL SITE

PROJECT MANAGER: TRH

LOCATION : WEST OF CARPENTER STREET
 DOWNERS GROVE, ILLINOIS

DATE: 1/11/2011

CLIENT NAME : JOEL ANDERSEN HOMES

PROJECT NUMBER: 04-239

PER PLANS LAST REVISED: 1/11/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
EARTHWORK					
1	6" TOPSOIL STRIP AND STOCKPILE	23,300	SY	\$1.50	\$34,950.00
2	CLAY EXCAVATION	8,580	CY	\$7.00	\$60,060.00
3	TOPSOIL RESPREAD	17,810	SY	\$1.50	\$26,715.00
				TOTAL	\$121,725.00
PAVEMENT					
4	1 1/2 INCH BITUMINOUS SURFACE COURSE, CL I, MIX C, TYPE 3	249	TON	\$75.00	\$18,690.00
5	PRIME COAT	832	GAL	\$1.50	\$1,247.90
6	1 1/2 INCH BITUMINOUS BINDER COURSE, CL I, MIX B, TYPE 2	192	TON	\$70.00	\$13,463.10
7	10 INCH AGGREGATE BASE COURSE TYPE B, CA-6	1,282	TON	\$12.00	\$15,386.16
8	B6.12 CURB AND GUTTER	1,334	LF	\$12.00	\$16,008.00
9	PCC WALK, 5 INCHES THICK	5,281	SF	\$5.00	\$26,405.00
				TOTAL	\$91,200.16
WATERMAIN					
10	8-INCH DIWM, CL 52	1,200	LF	\$26.00	\$31,200.00
11	1.5-INCH TY K SERVICE (LONG)	6	EA	\$800.00	\$4,800.00
12	1.5-INCH TY K SERVICE (SHORT)	5	EA	\$500.00	\$2,500.00
13	CONNECTION TO EXISTING 6 INCH DIWM	2	EA	\$1,500.00	\$3,000.00
14	1.5-INCH BUFFALO BOXES	11	EA	\$400.00	\$4,400.00
15	8" WATERVALVE W/48 INCH VAULT	7	EA	\$2,200.00	\$15,400.00
16	FIRE HYDRANT W/ AUXILARY VALVE	4	EA	\$1,500.00	\$6,000.00
17	TESTING AND CHLORINATION	1	LS	\$3,500.00	\$3,500.00
18	TRENCH BACKFILL (CA-6)	100	CY	\$15.00	\$1,500.00
				TOTAL	\$72,300.00
SANITARY SEWER					
19	SANITARY MANHOLE TYPE A	2	EA	\$2,500.00	\$5,000.00
20	8" SDR-26 PVC SANITARY SEWER	553	LF	\$20.00	\$11,060.00
21	4" SDR-26 PVC SANITARY SERVICE	8	EA	\$800.00	\$6,400.00
22	4" SDR-26 PVC SAN. SERVICE CONNECT TO EX. MAIN	3	EA	\$1,500.00	\$4,500.00
23	TRENCH BACKFILL	23	CY	\$15.00	\$345.00
				TOTAL	\$27,305.00

C.M. LAVOIE & ASSOCIATES, INC.
 1050 WEST ROUTE 126
 PLAINFIELD, ILLINOIS 60544

**PUBLIC IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 FINAL ENGINEERING**

PROJECT NAME : NELSON MEADOW - FULL SITE

PROJECT MANAGER: TRH

LOCATION : WEST OF CARPENTER STREET
 DOWNERS GROVE, ILLINOIS

DATE: 1/11/2011

CLIENT NAME : JOEL ANDERSEN HOMES

PROJECT NUMBER: 04-239

PER PLANS LAST REVISED: 1/11/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STORM SEWER					
24	12" CMP CULVERT PIPE	78	LF	\$10.00	\$780.00
25	12" CMP END SECTIONS	6	EA	\$175.00	\$1,050.00
26	12" RCP STORM SEWER	823	LF	\$12.00	\$9,876.00
27	15" RCP STORM SEWER	216	LF	\$16.00	\$3,456.00
24	18" RCP STORM SEWER	156	LF	\$18.00	\$2,808.00
25	24" RCP STORM SEWER	101	LF	\$20.00	\$2,020.00
26	12" RCP FES	3	EA	\$300.00	\$900.00
27	24" RCP FES	1	EA	\$500.00	\$500.00
28	MANHOLE TYPE A	3	EA	\$2,000.00	\$6,000.00
29	CATCH BASIN TYPE A	7	EA	\$2,500.00	\$17,500.00
30	CATCH BASIN TYPE C	6	EA	\$1,000.00	\$6,000.00
31	ADS STORM PURE INSERT	3	EA	\$500.00	\$1,500.00
32	HYDRODYNAMIC STORMWATER SEPARATOR	1	EA	\$3,500.00	\$3,500.00
33	RESTRICTOR STRUCTURE	1	EA	\$3,500.00	\$3,500.00
34	TRENCH BACKFILL	330	CY	\$15.00	\$4,950.00
				TOTAL	\$64,340.00
EROSION CONTROL					
35	RIP RAP	40	SY	\$50.00	\$2,000.00
36	POND LANDSCAPING (SOD)	3,333	SY	\$1.50	\$4,999.50
37	SILT FENCE	2,215	LF	\$1.50	\$3,322.50
38	HAY BALES WITH FILTER FABRIC	11	EA	\$50.00	\$550.00
39	DITCH CHECKS	12	EA	\$70.00	\$840.00
40	STABILIZED ENTRANCE	1	LS	\$1,000.00	\$1,000.00
41	TREE PROTECTION FENCING	2	EA	\$200.00	\$400.00
42	VEGETATIVE SWALE PLANTINGS	340	SY	\$8.00	\$2,720.00
43	STREET SWEEPING/DUST CONTROL	1	LS	\$1,000.00	\$1,000.00
				TOTAL	\$16,832.00
MISCELLANEOUS					
44	STREET LIGHTS	12	EA	\$2,000.00	\$24,000.00
45	WOOD FIBER PATH	1	LS	\$2,500.00	\$2,500.00
46	TEMPORARY CONSTRUCTION FENCING	1	LS	\$2,000.00	\$2,000.00
47	RETAINING WALL	990	SF	\$20.00	\$19,800.00
				TOTAL	\$48,300.00
				GRAND TOTAL	\$442,002.16
				5% CONTINGENCY	\$22,100.11
				TOTAL PROJECT COST	\$464,102.26

C.M. LAVOIE & ASSOCIATES, INC.
 1050 WEST ROUTE 126
 PLAINFIELD, ILLINOIS 60544

**PUBLIC IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 FINAL ENGINEERING**

PROJECT NAME : NELSON MEADOW - PHASE 1

PROJECT MANAGER: TRH

LOCATION : WEST OF CARPENTER STREET
 DOWNERS GROVE, ILLINOIS

DATE: 1/11/2011

CLIENT NAME : JOEL ANDERSEN HOMES

PROJECT NUMBER: 04-239

PER PLANS LAST REVISED: 1/11/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
EARTHWORK					
1	6" TOPSOIL STRIP AND STOCKPILE	8,040	SY	\$1.50	\$12,060.00
2	CLAY EXCAVATION	2,840	CY	\$7.00	\$19,880.00
3	TOPSOIL RESPREAD	6,890	SY	\$1.50	\$10,335.00
				TOTAL	\$42,275.00
PAVEMENT					
4	PCC WALK, 5 INCHES THICK	1,670	SF	\$5.00	\$8,350.00
				TOTAL	\$8,350.00
WATERMAIN					
5	1.5-INCH TY K SERVICE (SHORT)	3	EA	\$500.00	\$1,500.00
6	1.5-INCH BUFFALO BOXES	3	EA	\$400.00	\$1,200.00
7	FIRE HYDRANT W/ AUXILARY VALVE	1	EA	\$1,500.00	\$1,500.00
				TOTAL	\$4,200.00
SANITARY SEWER					
8	4" SDR-26 PVC SAN. SERVICE CONNECT TO EX. MAIN	3	EA	\$1,500.00	\$4,500.00
				TOTAL	\$4,500.00
STORM SEWER					
9	12" CMP CULVERT PIPE	78	LF	\$10.00	\$780.00
10	12" CMP END SECTIONS	6	EA	\$175.00	\$1,050.00
11	12" RCP STORM SEWER	258	LF	\$12.00	\$3,096.00
12	12" RCP FES	3	EA	\$300.00	\$900.00
13	CATCH BASIN TYPE A	2	EA	\$2,500.00	\$5,000.00
14	CATCH BASIN TYPE C	1	EA	\$1,000.00	\$1,000.00
15	HYDRODYNAMIC STORMWATER SEPARATOR	1	EA	\$3,500.00	\$3,500.00
16	RESTRICTOR STRUCTURE	1	EA	\$3,500.00	\$3,500.00
17	TRENCH BACKFILL	65	CY	\$15.00	\$975.00
				TOTAL	\$19,801.00
EROSION CONTROL					
18	POND LANDSCAPING (SOD)	3,333	SY	\$1.50	\$4,999.50
19	SILT FENCE	1,150	LF	\$1.50	\$1,725.00
20	HAY BALES WITH FILTER FABRIC	4	EA	\$50.00	\$200.00
21	DITH CHECKS	11	EA	\$70.00	\$770.00
22	STABILIZED ENTRANCE	1	LS	\$1,000.00	\$1,000.00
23	TREE PROTECTION FENCING	2	EA	\$200.00	\$400.00
24	VEGETATIVE SWALE PLANTINGS	340	SY	\$8.00	\$2,720.00
25	STREET SWEEPING/DUST CONTROL	1	LS	\$1,000.00	\$1,000.00
				TOTAL	\$12,814.50

C.M. LAVOIE & ASSOCIATES, INC.
 1050 WEST ROUTE 126
 PLAINFIELD, ILLINOIS 60544

**PUBLIC IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 FINAL ENGINEERING**

PROJECT NAME : NELSON MEADOW - PHASE 1

PROJECT MANAGER: TRH

LOCATION : WEST OF CARPENTER STREET
 DOWNERS GROVE, ILLINOIS

DATE: 1/11/2011

CLIENT NAME : JOEL ANDERSEN HOMES

PROJECT NUMBER: 04-239

PER PLANS LAST REVISED: 1/11/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
MISCELLANEOUS					
26	STREET LIGHTS	3	EA	\$2,000.00	\$6,000.00
27	RETAINING WALL	990	SF	\$20.00	\$19,800.00
28	TEMPORARY CONSTRUCTION FENCING	1	LS	\$1,500.00	\$1,500.00
29	WOOD FIBER PATH	1	LS	\$2,500.00	\$2,500.00
				TOTAL	\$29,800.00

GRAND TOTAL \$121,740.50

5% CONTINGENCY \$6,087.03

TOTAL PROJECT COST \$127,827.53

C.M. LAVOIE & ASSOCIATES, INC.
1050 WEST ROUTE 126
PLAINFIELD, ILLINOIS 60544

PUBLIC IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
FINAL ENGINEERING

PROJECT NAME : NELSON MEADOW - PHASE 2

PROJECT MANAGER: TRH

LOCATION : WEST OF CARPENTER STREET
 DOWNERS GROVE, ILLINOIS

DATE: 1/11/2011

CLIENT NAME : JOEL ANDERSEN HOMES

PROJECT NUMBER: 04-239

PER PLANS LAST REVISED: 1/11/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
EARTHWORK					
1	6" TOPSOIL STRIP AND STOCKPILE	15,260	SY	\$1.50	\$22,890.00
2	CLAY EXCAVATION	5,740	CY	\$7.00	\$40,180.00
3	TOPSOIL RESPREAD	10,920	SY	\$1.50	\$16,380.00
				TOTAL	\$79,450.00
PAVEMENT					
4	1 1/2 INCH BITUMINOUS SURFACE COURSE, CL I, MIX C, TYPE 3	249	TON	\$75.00	\$18,690.00
5	PRIME COAT	832	GAL	\$1.50	\$1,247.90
6	1 1/2 INCH BITUMINOUS BINDER COURSE, CL I, MIX B, TYPE 2	192	TON	\$70.00	\$13,463.10
7	10 INCH AGGREGATE BASE COURSE TYPE B, CA-6	1,282	TON	\$12.00	\$15,386.16
8	B6.12 CURB AND GUTTER	1,334	LF	\$12.00	\$16,008.00
9	PCC WALK, 5 INCHES THICK	3,611	SF	\$5.00	\$18,055.00
				TOTAL	\$82,850.16
WATERMAIN					
10	8-INCH DIWM, CL 52	1,200	LF	\$26.00	\$31,200.00
11	1.5-INCH TY K SERVICE (LONG)	6	EA	\$800.00	\$4,800.00
12	1.5-INCH TY K SERVICE (SHORT)	2	EA	\$500.00	\$1,000.00
13	CONNECTION TO EXISTING 6 INCH DIWM	2	EA	\$1,500.00	\$3,000.00
14	1.5-INCH BUFFALO BOXES	8	EA	\$400.00	\$3,200.00
15	8" WATERVALVE W/48 INCH VAULT	7	EA	\$2,200.00	\$15,400.00
16	FIRE HYDRANT W/ AUXILIARY VALVE	3	EA	\$1,500.00	\$4,500.00
17	TESTING AND CHLORINATION	1	LS	\$3,500.00	\$3,500.00
18	TRENCH BACKFILL (CA-6)	100	CY	\$15.00	\$1,500.00
				TOTAL	\$68,100.00
SANITARY SEWER					
19	SANITARY MANHOLE TYPE A	2	EA	\$2,500.00	\$5,000.00
20	8" SDR-26 PVC SANITARY SEWER	553	LF	\$20.00	\$11,060.00
21	4" SDR-26 PVC SANITARY SERVICE	8	EA	\$800.00	\$6,400.00
22	TRENCH BACKFILL	23	CY	\$15.00	\$345.00
				TOTAL	\$22,805.00

C.M. LAVOIE & ASSOCIATES, INC.
1050 WEST ROUTE 126
PLAINFIELD, ILLINOIS 60544

PUBLIC IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST
FINAL ENGINEERING

PROJECT NAME : NELSON MEADOW - PHASE 2

PROJECT MANAGER: TRH

LOCATION : WEST OF CARPENTER STREET
 DOWNERS GROVE, ILLINOIS

DATE: 1/11/2011

CLIENT NAME : JOEL ANDERSEN HOMES

PROJECT NUMBER: 04-239

PER PLANS LAST REVISED: 1/11/2011

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
STORM SEWER					
23	12" RCP STORM SEWER	565	LF	\$12.00	\$6,780.00
24	15" RCP STORM SEWER	216	LF	\$16.00	\$3,456.00
25	18" RCP STORM SEWER	156	LF	\$18.00	\$2,808.00
26	24" RCP STORM SEWER	101	LF	\$20.00	\$2,020.00
27	24" RCP FES	1	EA	\$500.00	\$500.00
28	MANHOLE TYPE A	3	EA	\$2,000.00	\$6,000.00
29	CATCH BASIN TYPE A	5	EA	\$2,500.00	\$12,500.00
30	CATCH BASIN TYPE C	5	EA	\$1,000.00	\$5,000.00
31	ADS STORM PURE INSERT	3	EA	\$500.00	\$1,500.00
32	RE-SIZE RESTRICTOR STRUCTURE	1	EA	\$1,000.00	\$1,000.00
33	TRENCH BACKFILL	265	CY	\$15.00	\$3,975.00
				TOTAL	\$45,539.00

EROSION CONTROL					
34	RIP RAP	40	SY	\$50.00	\$2,000.00
35	SILT FENCE	1,813	LF	\$1.50	\$2,719.50
36	HAY BALES WITH FILTER FABRIC	7	EA	\$50.00	\$350.00
37	DITCH CHECKS	1	EA	\$70.00	\$70.00
38	STABILIZED ENTRANCE	1	LS	\$1,000.00	\$1,000.00
39	STREET SWEEPING/DUST CONTROL	1	LS	\$1,000.00	\$1,000.00
				TOTAL	\$7,139.50

MISCELLANEOUS					
40	STREET LIGHTS	12	EA	\$2,000.00	\$24,000.00
41	TEMPORARY CONSTRUCTION FENCING	1	LS	\$2,500.00	\$2,500.00
				TOTAL	\$26,500.00

GRAND TOTAL **\$332,383.66**

5% CONTINGENCY **\$16,619.18**

TOTAL PROJECT COST **\$349,002.84**

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

THE ABOVE SPACE FOR RECORDER'S USE

**VILLAGE OF DOWNERS GROVE
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 20th day of ~~June~~^{Sept} 2006, by and between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation ("Village"), Joel Anderson ("Owner") and Joel Anderson Homes, Ltd ("Developer").

WITNESSETH

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

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

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

WHEREAS, the Owner is the fee simple title owner of the approximately 4.8 acres of real estate located 5737 Brookbank Road (PIN 09-17-108-015 and described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"); and

WHEREAS, Joel Anderson Homes, Ltd. is the Developer of the project who shall be responsible for subdividing the Property and installing all of the project improvements; and

WHEREAS, the Developer desires to subdivide and develop the Property and has submitted to the Village a Final Plat of Subdivision with exceptions designated as the Nelson Meadow Subdivision (the "Subdivision"); said Plat of Subdivision is on file in the Office of the Village Clerk and is incorporated into this Subdivision Improvement Agreement (hereinafter "Agreement") by this reference, as though fully set forth; and

WHEREAS, the Village is willing to approve the Final Plat of Subdivision provided that this Agreement is signed in order to ensure the completion of certain Project Improvements and compliance with certain other conditions and obligations, as defined herein, in accordance with the Municipal Code of the Village ("Village Codes"), as a condition to the issuance of Building and Occupancy Permits for any building to be constructed on the Property; and

WHEREAS, the definitions found in the Village Codes shall apply to the terms used in this Agreement.

NOW, THEREFORE, in consideration of the foregoing preambles, Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is acknowledged, the Village, Owner and Developer agree as follows:

1. INCORPORATION OF PREAMBLE.

The preamble is incorporated herein as if each and every one of its terms were set forth herein.

2. INSTALLATION OF IMPROVEMENTS.

The Developer shall furnish at its own cost and expense all necessary materials, labor, and equipment to complete the improvements required by the Village Codes. These improvements are defined in the Village Subdivision Regulations (Chapter 20 of the Village Codes) and depicted in the final engineering plans (Exhibit B) and may include some or all of the following improvements: streets (public and private), traffic signals, traffic control devices, parking area(s), utilities, sidewalks, street lighting, sanitary sewer system, storm sewers and storm water detention system,

water supply system, soil erosion and sedimentation control, tree preservation, common area landscaping, and all other improvements identified in either the Village Codes or in the ordinances approved by the Village Council in connection with the development (hereinafter collectively designated, "Project Improvements"). All these Project Improvements shall be in accordance with the standards, specifications and requirements of the Village. The Project Improvements are indicated on Exhibit B attached hereto and made a part hereof which has been prepared by C.M. Lavoie and Associates, Incorporated, dated February 16, 2005, last revision 7/21, 2006, who are registered professional engineers.

3. **SECURITY FOR PROJECT IMPROVEMENTS.**

Attached hereto as Exhibit C, is a complete cost estimate prepared by the project engineer, for the construction of the Project Improvements described in Paragraph 2 hereof. Upon the execution of this Agreement, the Developer will deposit with the office of the Village Engineer good and sufficient security for the completion of the Project Improvements as set forth in Section 20.402 of the Subdivision Ordinance ("Security Instrument").

4. **RECORDATION OF PLAT.**

Upon receipt of a fully executed copy of this Agreement and the Security Instrument deemed acceptable to the Village, the Developer/Owner shall record this Agreement and the Final Plat of Subdivision within ninety (90) days of Village Council approval. The Developer shall provide the Village with verification of recording.

5. **REDUCTION OF SECURITY.**

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

6. **VILLAGE ENGINEER'S APPROVAL.**

All work related to the Project Improvements shall be subject to inspection and approval of the Village Engineer, and his written approval thereof shall be a condition precedent to release of

or reduction of the Security Instrument. The approval provided for in this paragraph shall not constitute final acceptance of any or all of the Project Improvements.

7. REIMBURSEMENT FOR COSTS.

The Developer shall pay to the Village all plan review, inspection and other fees, as required by the Village Codes.

8. INSURANCE.

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

- (a) Workmen's compensation (statutory limits);
- (b) Employer's liability (limits \$1,000,000.00/\$2,000,000.00) including liability for injury or death of Village's employees;
- (c) A minimum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for injury to one person;
- (d) A minimum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for injury to more than one person; and
- (e) A minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for property damage.

The above amounts being the minimum for each accident. Said certificates of insurance shall name the Village as an additional insured with respect to construction of the Project Improvements covered by this Agreement.

9. INDEMNIFICATION OF VILLAGE.

The Developer hereby agrees, to the greatest extent permitted under Illinois law, to indemnify and hold harmless the Village, its agents, servants, and employees, and each of them, against all loss, damage, attorney's fees or expenses which they may sustain or become liable for on account of injury or death of persons, or on account for damage to or destruction of property

resulting from the performance of work under this Agreement by the Developer or his contractors or any employee or subcontractor of any of them, or by the Village, its agents, servants, or employees, or due to the condition of the premises or other property of the Developer upon, about, or in connection with which any work incident to the performance of the terms of this Agreement is carried on except for any negligent or willful act or omission by the Village, its agents, servants, employees or contractors.

10. PUBLIC IMPROVEMENTS GUARANTEE

The Developer for the Project Improvements herein specified guarantees that the workmanship and material furnished under the specifications and used in said Project Improvements will be furnished and performed in accordance with well-known, established practice and standards recognized by engineers in the trade. All such Project Improvements shall be new and of the best grade of their respective kinds for the purpose. All materials and workmanship will be guaranteed by the Developer for a period of two (2) years from the date for final acceptance by the Village ("Guarantee Period").

There shall be retained by the Village, under the Security Instrument, an amount equal to twenty percent (20%) of the amount of the Security Instrument as a performance guarantee, as set forth in Section 20.407 of the Subdivision Code.

The Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of this performance guarantee, and shall leave the improvement in good and sound condition, satisfactory to the Village and the Village Engineer, at the expiration of the Guarantee Period.

Further, if during said Guarantee Period, the improvement shall, in the opinion of the Village Engineer or Village, require any repairs or renewal which, in his or its judgment are necessitated by reason of settlement of foundation, structure, or backfill, or other defective workmanship of materials, the Developer shall, upon notification by the Village Engineer or

Village of necessity for such repairs or renewals, make such repairs or renewals at its own cost and expense. Should the Developer fail to make repairs or renewals within a reasonable time following written notification, in each case taking into account winter weather conditions, thereof from the Village, or fail to start working within thirty (30) days after such notification, the Village may cause such work to be done, either by contract or otherwise, and the entire cost and expense thereof shall be paid and deducted from the amount retained in the Security Instrument. Should such cost and expense exceed the amount retained or remaining in the Security Instrument, the Developer shall pay such amount of excess to the Village.

11. COMPLETION OF PROJECT IMPROVEMENTS.

(a) The Developer shall cause the Project Improvements to be completed within three (3) years from the date hereof, or, in the alternative, maintain, extend, or substitute the Security Instrument in the full amount provided therein, less any reductions theretofore from time to time approved by the Village, until such time as said Project Improvements are completed. Streets, trees and sidewalks shall be installed from time to time as buildings within the development are completed, subject to winter weather conditions. Developer shall cause its engineers to correct drawings to show work as actually constructed, and said engineers shall turn over original tracings thereof to the Village as and for the Village's property. In the event Developer fails or refuses to cause the extension or substitution of the Security Instrument to be delivered to the Village not less than forty-five (45) days prior to said expiration date, the Village shall have the right, but not the obligation to draw upon the Security Instrument then in force in accordance with the provisions contained therein to complete said Project Improvements.

(b) Upon completion of any Project Improvement and, further, upon the submission to the Village of a certificate from the engineering firm employed by the Developer stating that the said Project Improvements have been completed in conformance with this Agreement, Village ordinances, the final engineering plans and specifications relative thereto, and any applicable

Agreements and all state and federal laws and standards, the Village Engineer shall, within seven (7) business days after the Village receives the aforesaid certification from the Developer's engineer either (i) recommend to the Village's corporate authorities final acceptance of said Project Improvement or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Project Improvement, specifically citing sections of the final engineering plans and specifications, the applicable ordinances or this Agreement, any applicable Agreement or state or federal law or standard, relied upon by said Village Engineer. Should the Village Engineer reject any Project Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Project Improvement such corrections or modifications as may be required by the Village Engineer. The Developer shall cause the Project Improvements to be submitted and resubmitted as herein provided until the Village Engineer shall recommend final acceptance of same to the corporate authorities of the Village and the corporate authorities shall finally accept same. No Project Improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

Upon completion and as a condition of final acceptance by the Village, Developer agrees to convey and transfer those improvements, which are deemed by the Village to be public improvements to the Village by appropriate bill(s) of sale.

12. COMPLIANCE WITH LAWS AND ORDINANCES.

Notwithstanding this Agreement, in the event an existing valid ordinance of the Village was overlooked at the date hereof, the Developer, upon notice from the Village, and prior to acceptance of the Project Improvements, shall install or perform the improvement or work so required unless otherwise provided in the documentation referenced in this Agreement; further, any law or ordinance which shall be passed by the Village after the date of this Agreement, which is a law or ordinance directed to life-safety consideration, shall apply to the Property as of the

effective date of said law or ordinance unless a building permit has been issued, in which case work may be completed pursuant to that building permit. However, should the "life-safety" ordinance contain a retroactive clause and an occupancy certificate has not been issued, the building shall be brought into conformance with the retroactive ordinance. All future work for which building permits have not been issued shall comply with said life-safety law or ordinance.

13. LIEN WAIVERS.

The Developer shall furnish the Village with a contractor's affidavit showing all subcontractors and materialmen and lien waivers that all persons who have done work, or have furnished materials under this Agreement, and are entitled to a lien therefor under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

14. SIDEWALKS.

As part of the Subdivision, the Developer agrees to install sidewalk, in accordance with Village standards, along Brookbank Street, Jefferson Street, Nelson Court and Carpenter Street within the subdivision as depicted on the final approved engineering drawings.

15. TREES.

The Developer shall submit and comply with a tree preservation plan indicating the specific methods to be used to preserve and protect the existing black walnut trees located on the adjacent property to the south. Said plan shall be prepared in consultation with a licensed arborist and shall be reviewed and approved by the Village Forester. The Developer shall not be liable for any damage to the trees so long as compliance with the tree preservation plan is adhered to.

The developer shall preserve, protect or remove the existing trees in the Brookbank Street right-of-way as directed by the Village Forester.

16. DETENTION BASIN.

The Developer shall submit a detailed landscape plan for the retaining walls and grading of the detention basin located on Lot 8 of the Subdivision. The plan shall be reviewed and approved

by the Village Forester. Upon approval of the landscape plan, the Developer shall adhere to the terms and conditions of said plan.

17. BUILDING PLAN.

The Developer shall not build a structure upon Lot 8, until a Building Plan for such structure has been reviewed and approved by the Village Manager. If the Village Manager fails to approve a Building Plan for Lot 8, the Developer shall have the option to appeal the Village Manager's decision to the Village Council for approval. It is expressly understood that the review and approval of the Building Plan shall be limited to the proximity of the structure to the detention basin and the grading adjacent to the foundation of the structure.

18. 1117 JEFFERSON STREET.

The Developer shall relocate and reconstruct the portion of the driveway located within the existing right-of-way for the property located at 1117 Jefferson Street, as shown on the approved engineering plans, attached hereto as exhibit B. The driveway shall be reconstructed with similar materials as currently in place at the location. The Developer shall provide the property owners at 1117 Jefferson Street with a minimum of ten (10) days notice of the reconstruction activities. All driveway reconstruction activities shall be completed within five (5) business days, excluding the necessary concrete curing period. All necessary parkway restoration shall be completed within two weeks, weather permitting. Developer shall perform all work in accordance with industry standards and shall not be responsible for any damages that may occur as a result of the Owner's disregard of those standards.

19. FRONT BUILDING LINE:

The Developer shall record a restrictive covenant requiring a minimum front yard setback at thirty-two (32) feet for the properties fronting Carpenter Street and Brookbank Street. All other setbacks shall comply with the Village Municipal Code.

20. OCCUPANCY PERMITS.

It is agreed that no final occupancy permits shall be issued for any building in said subdivision until all Project Improvements required for such building by this Agreement, except for final surface course of roads, sidewalks, and parkway trees have been completed. Parkway trees for a subdivided lot shall be installed at the expense of Developer by the Village Forester (attached as Exhibit D is a summary of the trees to be installed and the costs associated therewith).

Temporary occupancy permits may be issued prior to the completion of any of the Project Improvements when deemed appropriate by the Village in accordance with applicable Village Codes. However, a certificate of occupancy must be obtained within six (6) months from the date of receipt of the temporary occupancy permit. Occupancy permits may be issued for model home facilities used for construction and sale purposes only and not for regular residential habitation prior to the completion of the improvements.

21. MAINTENANCE OF PROJECT IMPROVEMENTS.

The Developer shall be responsible for the maintenance of the Project Improvements until such time as they are accepted by the corporate authorities of the Village. This maintenance shall include routine maintenance as well as emergency maintenance such as sewer blockages and water main breaks. If the Developer fails to maintain the Public Improvements, the Village shall have the right, but not the duty, to undertake such maintenance. Developer hereby agrees to reimburse the Village its costs for the performance of this maintenance or repair upon receipt of an invoice from the Village setting forth said cost to the Village.

22. DAMAGE TO PROJECT IMPROVEMENTS.

Developer shall be responsible for any and all damage to the Project Improvements, which may occur during the construction of the Project irrespective of whether the Project Improvements damaged have or have not been finally accepted hereunder. Developer shall replace and repair damage to the Project Improvements installed within, under or upon the Property resulting from construction activities by Developer, its successors or assigns and its employees, agents,

contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. Developer shall have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance.

23. RELEASE OF SECURITY INSTRUMENT.

At the expiration of the Guaranty Period, the amount retained in the Security Instrument, less any and all necessary expenses which have been incurred by the Village in connection with the maintenance of the Project Improvement, other than the ordinary and usual care and maintenance thereof for any improvement of such type and age, shall be released by the Village and the Security Instrument shall be terminated.

24. VILLAGE REMEDIES.

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

(b) The Village shall have the right to pursue any and all remedies at law or in equity against the Developer and/or Owner, including, but not limited to drawing on the Security Instrument, pursuing all remedies at law to recover all costs owed by the Developer, or an action for specific performance of Developer's obligations under this Agreement.

(c) The rights and remedies of the Village as provided herein, in the Village Codes and/or in any agreements between the Village and Developer regarding the Subdivision, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole

discretion of the Village, and may be exercised as often as occasion thereof shall arise. Failure of the Village, for any period of time or on more than one occasion, to exercise such rights and remedies, shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act or omission of the Village, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release shall be affected only through a written document executed by the Village and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the Village's rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the Village is not required to be given.

25. BINDING EFFECT.

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

26. CONTINUITY OF OBLIGATIONS.

(a) This Agreement shall inure to the benefit of and shall be binding upon Developer's and Owner's successors in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

(b) Owner and Developer acknowledge and agree that the obligations assumed by each of them under this Agreement shall be binding upon them respectively and any and all of their respective heirs, successors, and assigns and the successor record owners and/or successor Developers of all or any portion of the Property. For purposes of this section, Developer's obligations shall not be assumed by a purchaser of a single family home, townhome or condominium who is a third party purchaser from owner and/or developer. To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, Owner and Developer agree:

- (i) that this Agreement shall be recorded with the DuPage County Recorder of Deeds;
- (ii) to require, prior to the transfer of title to all or any portion of the Property, the transferee of said portion of the Property to be bound by the provisions of this Agreement pursuant to the execution of an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), said Assignment and Assumption Agreement to be in a form substantially in conformance with Exhibit E attached hereto and made a part hereof. The Village agrees that upon a successor becoming bound to the personal obligations created herein by execution of the Assignment and Assumption Agreement, the personal liability of Owner and/or Developer or other predecessor obligor under this Agreement shall be released to the extent of the successor's interest in the Property. Owner agrees to notify the Village in writing at least thirty (30) days prior to any date upon which Owner transfers a legal or beneficial interest in any portion of the Property to a transferee. Owner or any other predecessor obligor shall, not less than seven (7) business days prior to the effective date of the Assignment and Assumption Agreement becoming enforceable against the Village, provide the Village with a fully executed copy of the hereinabove required Assignment and Assumption Agreement by the transferee to be bound by the provisions of this Agreement. Security previously posted for subdivision improvements by the Owner and/or Developer or other predecessor obligor, shall not be released by the Village until a suitable substitute is provided by the successor and is accepted in writing by the Village. In the event any transferee or Owner or Developer requires proof that a particular provision of this Agreement has been satisfied, the Village agrees to issue a written statement as to which provisions of this Agreement, if any, have been satisfied.

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

27. AMENDMENTS.

All amendments to this Agreement shall be in writing and approved by the Mayor and Village Council. Village ordinance provisions in effect at the time of the request for amendment shall apply, unless otherwise expressly specified.

28. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

29. GOVERNING LAW.

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

30. NOTICES.

All Notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- (a) The Village at: Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515-4776;
- (b) Developer at: Joel Anderson Homes, Ltd
c/o James Russ, Esq.
Wiedel, Hudzik, Russ & Phillip
4915 Main Street
Downers Grove, IL 60515
- (c) Owner at: Joel Anderson
c/o James Russ, Esq.
Wiedel, Hudzik, Russ & Phillip
4915 Main Street
Downers Grove, IL 60515

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed by its Mayor and

attested by its Clerk as of the date first above written.

VILLAGE OF DOWNERS GROVE, an Illinois
municipal corporation

By: *[Signature]*
Its: Mayor

ATTEST:

[Signature]
Its: Village Clerk



OWNER

By: *[Signature]*
Its: _____

ATTEST:

DEVELOPER

By: *[Signature]*
Its: _____

ATTEST:

2\word\agreements\nelsonmeadowfinal

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of _____ ("Developer"), of said corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument, as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ___ day of _____, 200__.

Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that _____ of the ("Owner"), of said
corporation, personally known to me to be the same person whose name is subscribed to the
foregoing instrument as such _____ and appeared before me this day in person and
acknowledged that (s)he signed and delivered the said instrument, as his/her own free and
voluntary act and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth; and the said _____, as custodian of the corporate seal of said corporation,
did affix the corporate seal of said corporation to said instrument, as his/her own free and
voluntary act and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal this __ day of _____, 20__.

Notary Public

EXHIBIT LIST

EXHIBIT A - Legal Description

EXHIBIT B - Final Engineering Plans

EXHIBIT C - Cost Estimate

EXHIBIT D - Parkway Tree Summary

EXHIBIT E - Assignment and Assumption Agreement

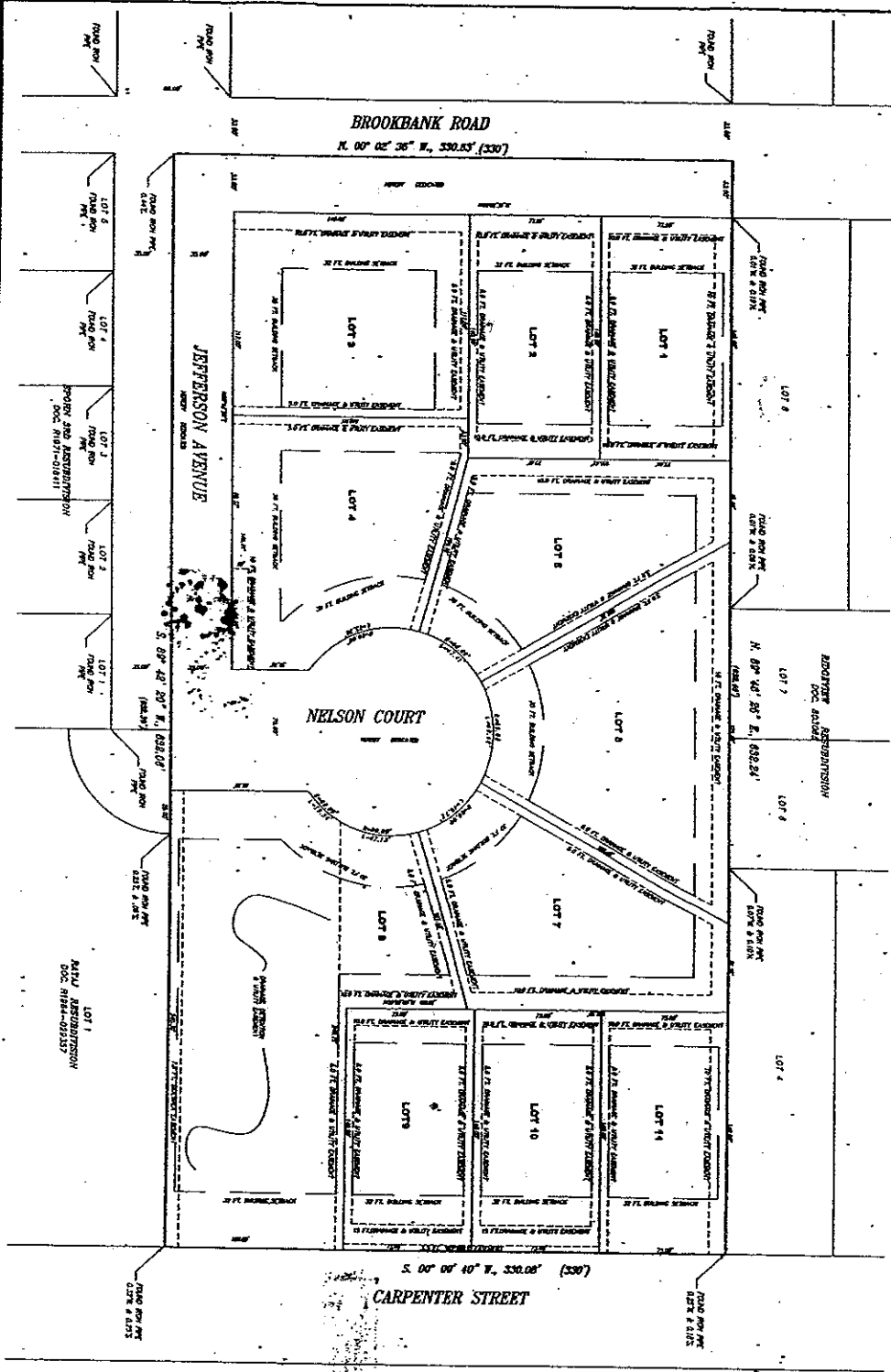
Exhibit A - Legal Description

Lot 52 in Branigar Brothers' in Downers Grove Farms, being a subdivision in Sections 17 and 18, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, commonly known as 5737 Brookbank Road, Downers Grove, IL (PIN 09-17-108-015).

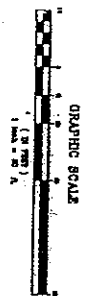
Exhibit B - Final Engineering Plans (Project Improvements)

LOT 52 IN BRANIGAR BROTHERS IN DOWNERS GROVE FARMS, BEING A SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

FINAL PLAT OF SUBDIVISION NELSON MEADOW



PLAT
R2006-117953
JUN 20, 2006
3:48 PM



NELSON MEADOW
FINAL PLAT OF SUBDIVISION
11-1453

CML
CML Landmark
1111 N. LaSalle Street
Chicago, IL 60610
Tel: 312.467.1111
Fax: 312.467.1112

Mail To: JAMES F. ROSS, JR.
4915 ALVA ST. # 605
Downers Grove, IL 60130

CONVEYANCE TO THE PUBLIC OF THE STATE OF ILLINOIS
The State of Illinois, DuPage County, Clerk of the Circuit Court, do hereby certify that the above and foregoing plat of subdivision of land, together with the description of the same, is a true and correct copy of the original plat of subdivision of land as the same appears in the records of the County Clerk of DuPage County, Illinois, and that the same has been duly recorded in the records of the County Clerk of DuPage County, Illinois, and that the same is a true and correct copy of the original plat of subdivision of land as the same appears in the records of the County Clerk of DuPage County, Illinois.

PROPOSED SITE IMPROVEMENTS
FOR

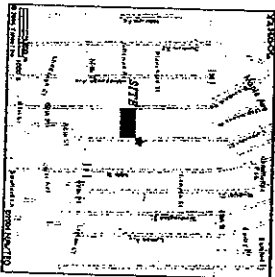
NELSON MEADOW

WEST SIDE OF CARPENTER STREET DOWNERS GROVE, ILLINOIS

INDEX OF PLAN SHEETS

- 1 COVER
- 2 GENERAL NOTES
- 3 GENERAL NOTES / DETAILS
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- 10 JEFFERSON AVENUE PROFILE
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- 12 EROSION CONTROL PLAN
- 13 DETENTION PROFILE
- 14 TREE PRESERVATION PLAN
- 15 RETAINING WALL NOTES & DETAILS
- 16 RETAINING WALL DETAILS
- 17 RETAINING WALL PANEL ELEVATION
- BENCHMARK

LEGAL DESCRIPTION
 LOT 2 IN PARCELS 200, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



SITE LOCATION

PLANS PREPARED FOR:

JOEL ANDERSEN HOMER, LTD.
 DOWNERS GROVE, ILLINOIS 60018
 (815) 481-1100
 (815) 810-9440 (F)

PLANS PREPARED BY:

C.M. Layoie & Associates, Inc.
 Consulting Civil Engineers
 Land Planning & Surveying
 1000 W. 7TH ST.
 P.O. BOX 112344
 CHICAGO, ILLINOIS 60611
 (312) 442-1100
 (312) 442-1101
 (312) 442-1102

LEGEND

- ▲ PROPOSED FLARED END SECTION
- EXISTING FLARED END SECTION
- PROPOSED STORM MANHOLE
- EXISTING STORM MANHOLE
- EXISTING VALVE BOX
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED VALVE AND VAULT
- EXISTING VALVE AND VAULT
- PROPOSED SANITARY MANHOLE
- EXISTING SANITARY MANHOLE
- PROPOSED VALVE BOX
- EXISTING VALVE BOX
- PROPOSED WATER MAIN
- EXISTING WATER MAIN
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED WATER LEVEL
- EXISTING WATER LEVEL
- PROPOSED CONTROL
- EXISTING CONTROL
- PROPOSED SIFT BENCH
- EXISTING SIFT BENCH
- PROPOSED FLOOD ROUTE
- EXISTING FLOOD ROUTE

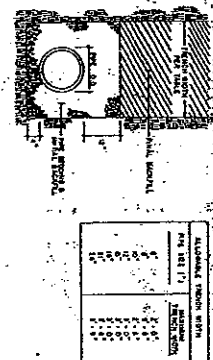
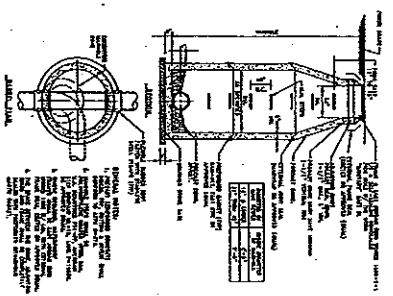
CURRENT REVISION DATE: 7-21-06

I BRAD L. HARTMAN, A REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY C.M. LAYOIE AND ASSOCIATES, INC. UNDER MY DIRECT SUPERVISION AND CONTROL.

ILLINOIS PROFESSIONAL ENGINEER NO. 048-048377

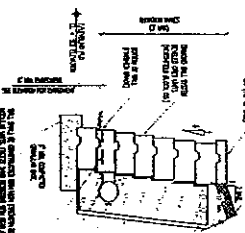
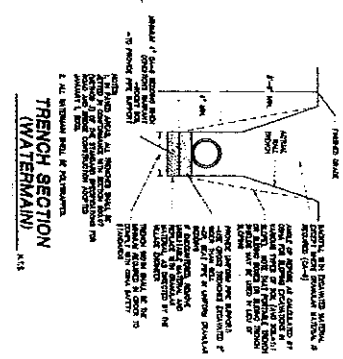
CALL JULIE
 418 West 12 Street, Downers Grove, IL 60110
 708-955-0123

NOT TO SCALE
 THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON.

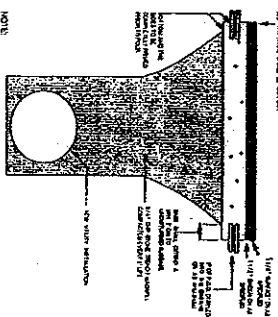


PIPE SIZE (IN.)	MINIMUM BEDDING DEPTH (IN.)	MINIMUM BEDDING WIDTH (IN.)
12	12	12
15	15	15
18	18	18
21	21	21
24	24	24
27	27	27
30	30	30
36	36	36
42	42	42
48	48	48
54	54	54
60	60	60
66	66	66
72	72	72
78	78	78
84	84	84
90	90	90
96	96	96
102	102	102
108	108	108
114	114	114
120	120	120

CONCRETE
 ALL CONCRETE SHALL BE 3000 PSI STRENGTH
 ALL REINFORCING SHALL BE #4 BARS
 ALL JOINTS SHALL BE REINFORCED WITH 2#4 BARS
 ALL SURFACES SHALL BE FINISHED WITH A
 BRUSHED OR BROOMED FINISH
 ALL DIMENSIONS SHALL BE IN FEET AND INCHES
 UNLESS OTHERWISE SPECIFIED

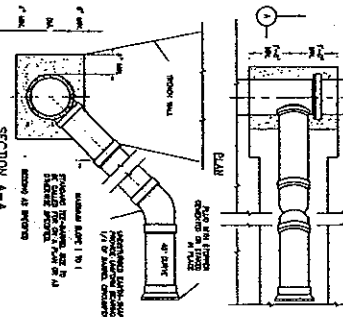


CARPENTER BLOCK WALL DETAIL

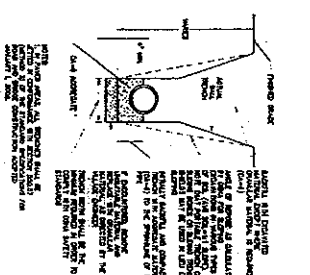


NOTE:
 ALL CONCRETE SHALL BE 3000 PSI STRENGTH
 ALL REINFORCING SHALL BE #4 BARS
 ALL JOINTS SHALL BE REINFORCED WITH 2#4 BARS
 ALL SURFACES SHALL BE FINISHED WITH A
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 ALL DIMENSIONS SHALL BE IN FEET AND INCHES
 UNLESS OTHERWISE SPECIFIED

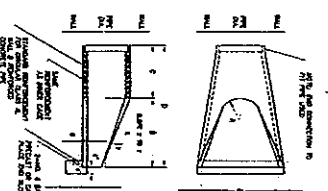
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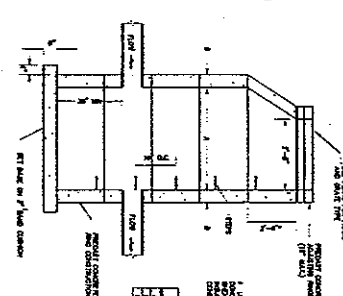
RISER FOR SERVICE LATERAL



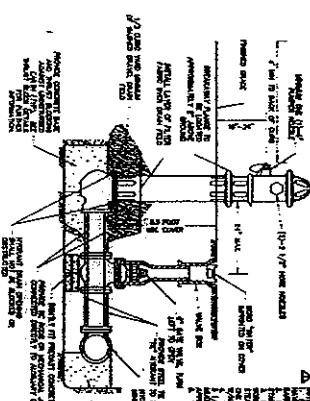
TRENCH SECTION (STORM SEWER)



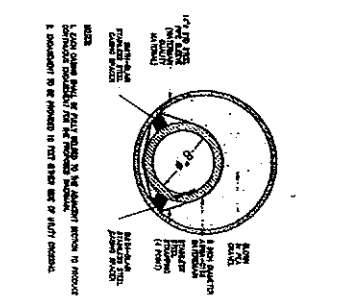
PRECAST REINFORCED CONCRETE FLARED END SECTION



CATCH BASIN (TYPE A)



FIRE HYDRANT AND VALVE

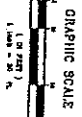
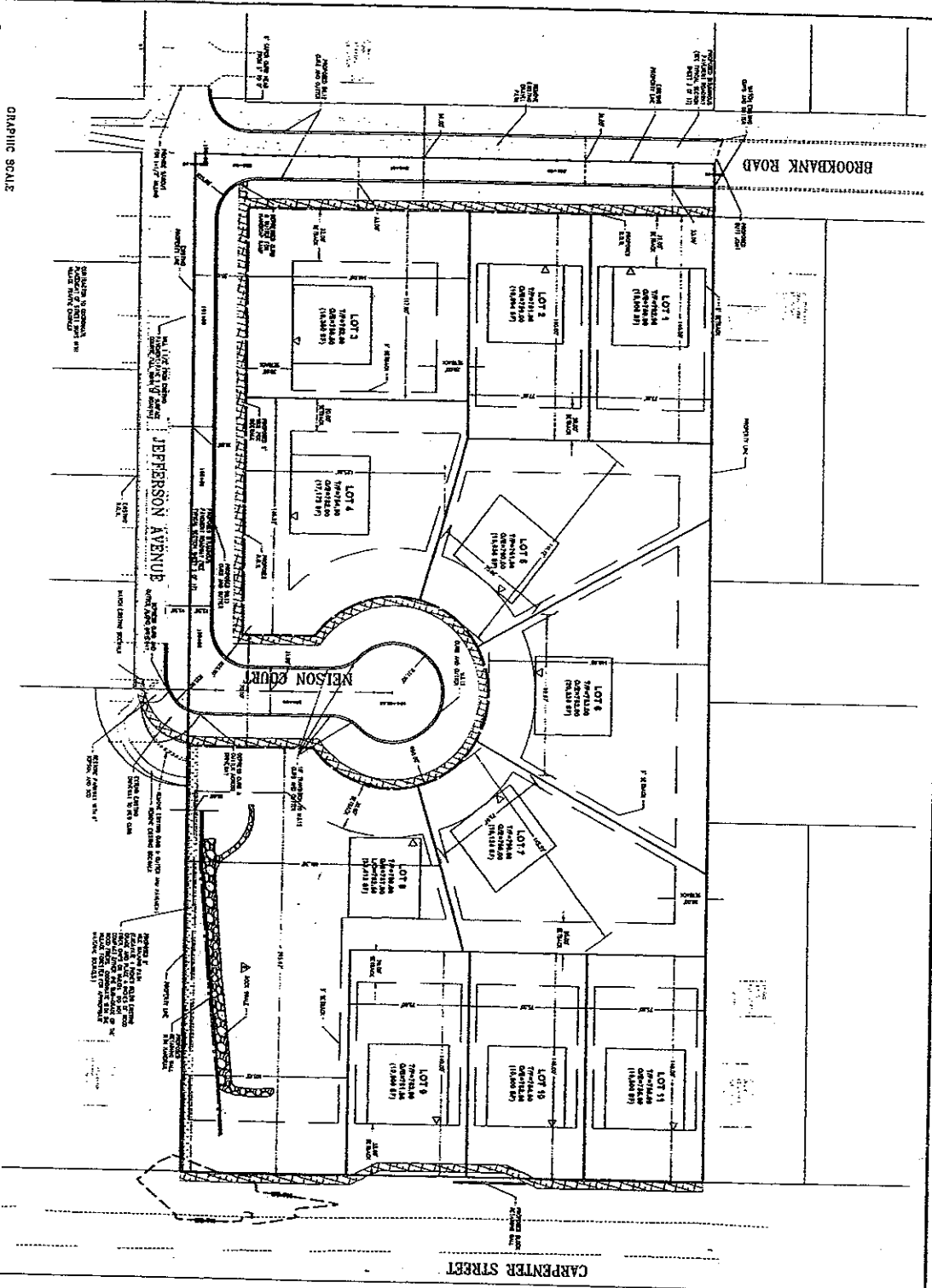


ENCASUREMENT DETAIL

PIPE SIZE (IN.)	MINIMUM BEDDING DEPTH (IN.)	MINIMUM BEDDING WIDTH (IN.)
12	12	12
15	15	15
18	18	18
21	21	21
24	24	24
27	27	27
30	30	30
36	36	36
42	42	42
48	48	48
54	54	54
60	60	60
66	66	66
72	72	72
78	78	78
84	84	84
90	90	90
96	96	96
102	102	102
108	108	108
114	114	114
120	120	120

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE	1.00	CU YD
2	REINFORCING	1.00	TON
3	PIPE	1.00	LN
4	MANHOLE	1.00	NO.
5	TRENCH	1.00	LN
6	STREET OPENING	1.00	NO.
7	RISER	1.00	NO.
8	CATCH BASIN	1.00	NO.
9	FIRE HYDRANT	1.00	NO.
10	ENCASUREMENT	1.00	CU YD

NELSON MEADOW
 1000 S. 10th St.
 Portland, OR 97204
 503-241-1111
 C.M. LAUNDING



1. CONSULT WITH THE CITY ENGINEER AND THE PUBLIC WORKS DEPARTMENT FOR THE LOCATION OF THE SEWER MAINS AND WATER MAINS. THE LOCATION OF THE SEWER MAINS SHALL BE DETERMINED BY THE CITY ENGINEER AND THE PUBLIC WORKS DEPARTMENT. THE LOCATION OF THE WATER MAINS SHALL BE DETERMINED BY THE CITY ENGINEER AND THE PUBLIC WORKS DEPARTMENT. THE LOCATION OF THE SEWER MAINS AND WATER MAINS SHALL BE SHOWN ON THIS PLAN.

2. THE SEWER MAINS SHALL BE 18 INCH DIAMETER AND SHALL BE LOCATED AT LEAST 10 FEET FROM THE PROPERTY LINE. THE WATER MAINS SHALL BE 12 INCH DIAMETER AND SHALL BE LOCATED AT LEAST 10 FEET FROM THE PROPERTY LINE. THE LOCATION OF THE SEWER MAINS AND WATER MAINS SHALL BE SHOWN ON THIS PLAN.

3. THE SEWER MAINS SHALL BE 18 INCH DIAMETER AND SHALL BE LOCATED AT LEAST 10 FEET FROM THE PROPERTY LINE. THE WATER MAINS SHALL BE 12 INCH DIAMETER AND SHALL BE LOCATED AT LEAST 10 FEET FROM THE PROPERTY LINE. THE LOCATION OF THE SEWER MAINS AND WATER MAINS SHALL BE SHOWN ON THIS PLAN.

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NELSON MEADOW

1. 1-21-09 232 VILLAGE ROAD
2. 1-21-09 232 VILLAGE ROAD
3. 1-21-09 232 VILLAGE ROAD
4. 1-21-09 232 VILLAGE ROAD
5. 1-21-09 232 VILLAGE ROAD
6. 1-21-09 232 VILLAGE ROAD
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8. 1-21-09 232 VILLAGE ROAD
9. 1-21-09 232 VILLAGE ROAD
10. 1-21-09 232 VILLAGE ROAD
11. 1-21-09 232 VILLAGE ROAD

5. THE SEWER MAINS SHALL BE 18 INCH DIAMETER AND SHALL BE LOCATED AT LEAST 10 FEET FROM THE PROPERTY LINE. THE WATER MAINS SHALL BE 12 INCH DIAMETER AND SHALL BE LOCATED AT LEAST 10 FEET FROM THE PROPERTY LINE. THE LOCATION OF THE SEWER MAINS AND WATER MAINS SHALL BE SHOWN ON THIS PLAN.

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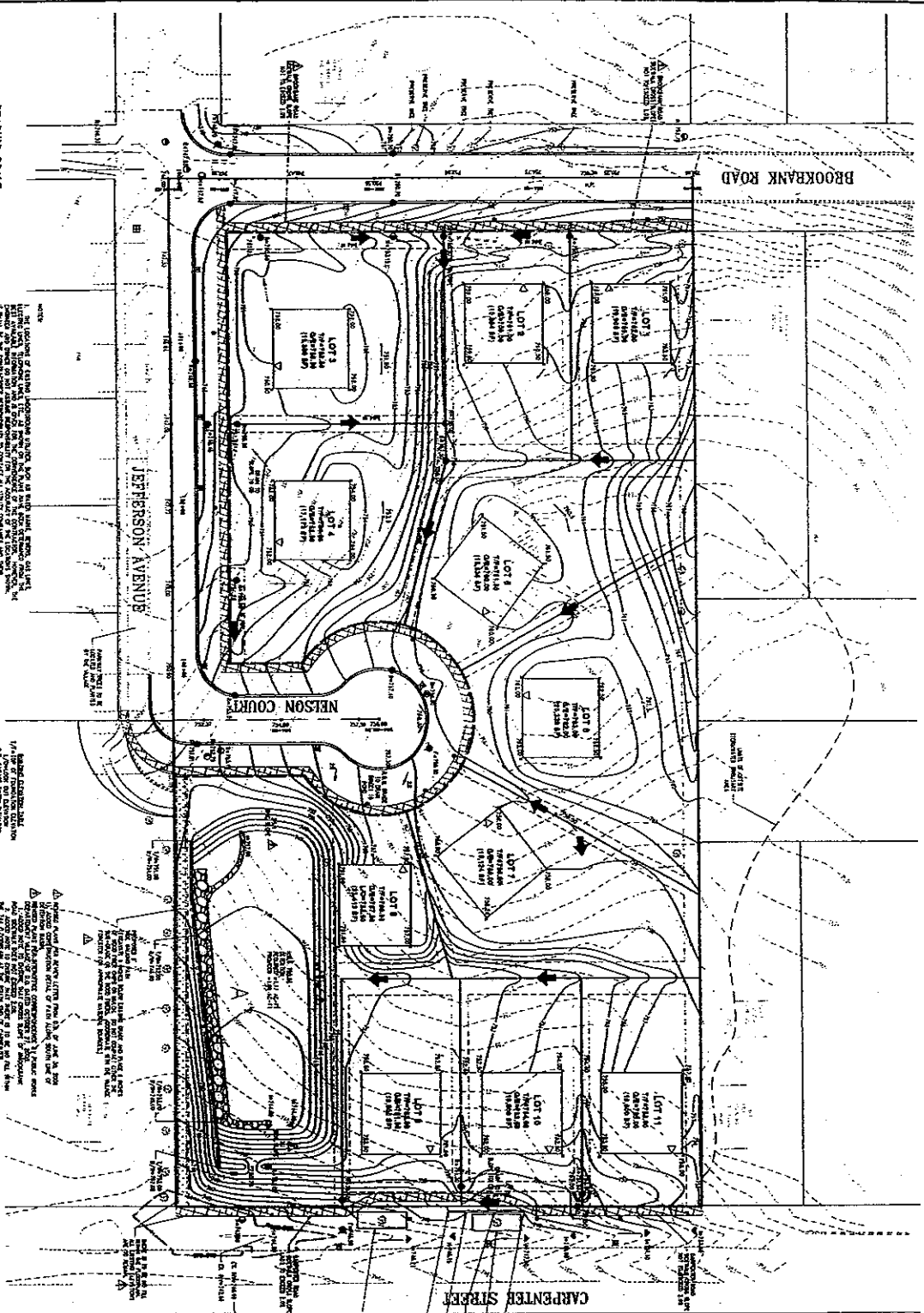
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C.M. LAVOIE

1230 W. 10th St.
Winnipeg, MB R2G 1A1
Tel: 222-1234
Fax: 222-5678



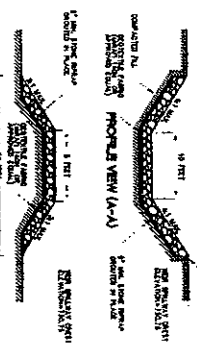
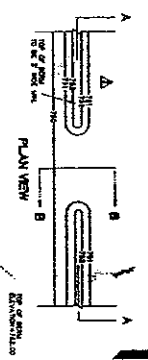
GRAPHIC SCALE
1" = 50' H

NOTES:
1. ALL DIMENSIONS OF THIS PLAN ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CENTERLINE OF THE LOT, UNLESS OTHERWISE SPECIFIED.
2. THE PROPOSED GRADING SHALL BE SUCH THAT THE MINIMUM COVER OVER ALL EXISTING AND PROPOSED UTILITIES SHALL BE NOT LESS THAN 4 FEET.
3. THE PROPOSED GRADING SHALL BE SUCH THAT THE MINIMUM COVER OVER ALL EXISTING AND PROPOSED UTILITIES SHALL BE NOT LESS THAN 4 FEET.
4. THE PROPOSED GRADING SHALL BE SUCH THAT THE MINIMUM COVER OVER ALL EXISTING AND PROPOSED UTILITIES SHALL BE NOT LESS THAN 4 FEET.
5. THE PROPOSED GRADING SHALL BE SUCH THAT THE MINIMUM COVER OVER ALL EXISTING AND PROPOSED UTILITIES SHALL BE NOT LESS THAN 4 FEET.

PROPOSED GRADES:
1.5%
2.0%
3.0%
4.0%
5.0%
6.0%
7.0%
8.0%
9.0%
10.0%

PROPOSED GRADES:
1.5%
2.0%
3.0%
4.0%
5.0%
6.0%
7.0%
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9.0%
10.0%

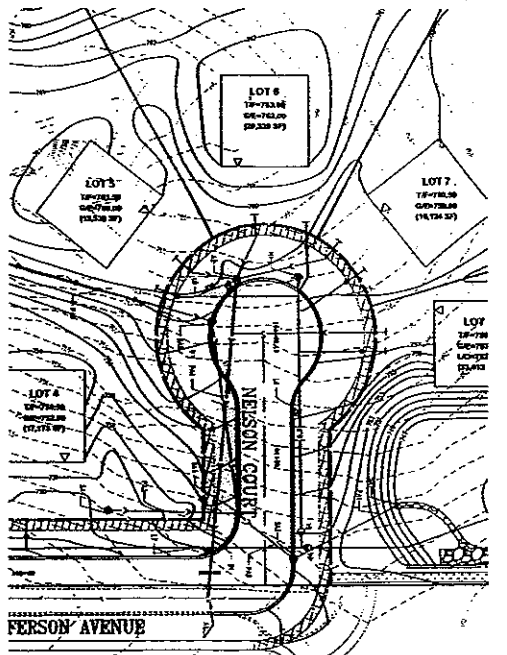
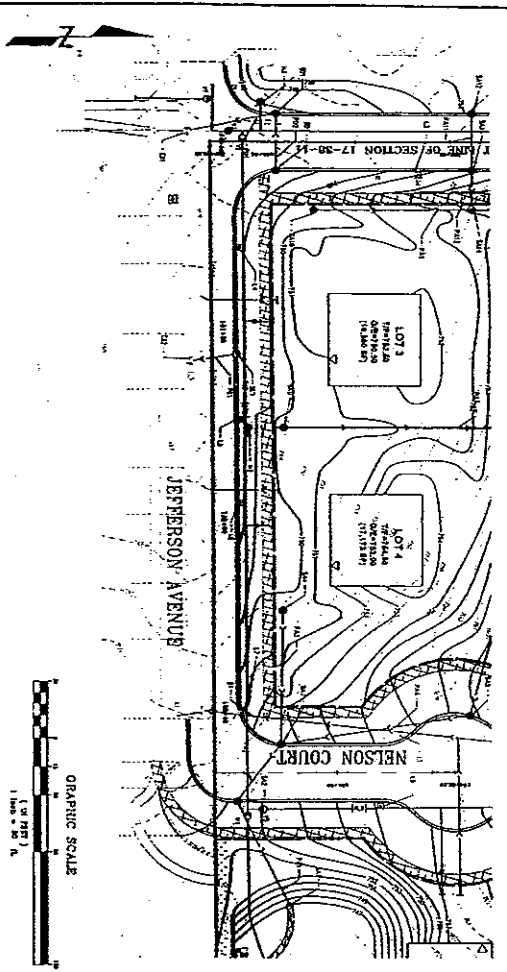
PROPOSED GRADES:
1.5%
2.0%
3.0%
4.0%
5.0%
6.0%
7.0%
8.0%
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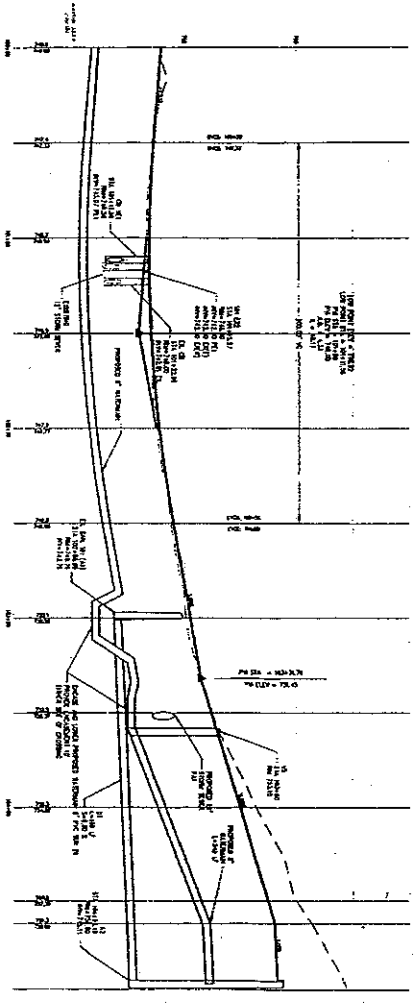
GRADING DETAIL FOR CARPENTER ST. CATCH BASIN S83 (SCALE: 1" = 10')

NELSON MEADOW
GRADING PLAN
7-21-10
PER VALUE REVIEW
DATE: 10-15-10
DRAWN BY: JWB
CHECKED BY: JWB
SHEET 8 OF 17

C.M. LAVOIE
C.M. LAVOIE
Civil Engineering
10000 Highway 101, Suite 100
St. John's, NL A1B 1X6
Tel: (709) 753-1111
Fax: (709) 753-1112
www.cmlavoie.com



JEFFERSON AVENUE/NELSON COURT-STA 100+00-104+62.19



CONTRACT NO. 100-104-62.19
PROJECT: NELSON MEADOW
 THIS DRAWING IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IS LOANED TO YOU BY THE CALIFORNIA HIGHWAY PATROL. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY VIOLATION OF THESE TERMS SHALL BE SUBJECT TO PROSECUTION UNDER THE CALIFORNIA PENAL CODE, SECTION 90262.5, AND/OR THE CALIFORNIA PENAL CODE, SECTION 90263. ANY VIOLATION OF THESE TERMS SHALL BE SUBJECT TO PROSECUTION UNDER THE CALIFORNIA PENAL CODE, SECTION 90262.5, AND/OR THE CALIFORNIA PENAL CODE, SECTION 90263.

▲ Station 100+00.00 is the station of the beginning of the vertical curve.
 ▲ Station 104+62.19 is the station of the end of the vertical curve.
 ▲ Station 100+00.00 is the station of the beginning of the vertical curve.
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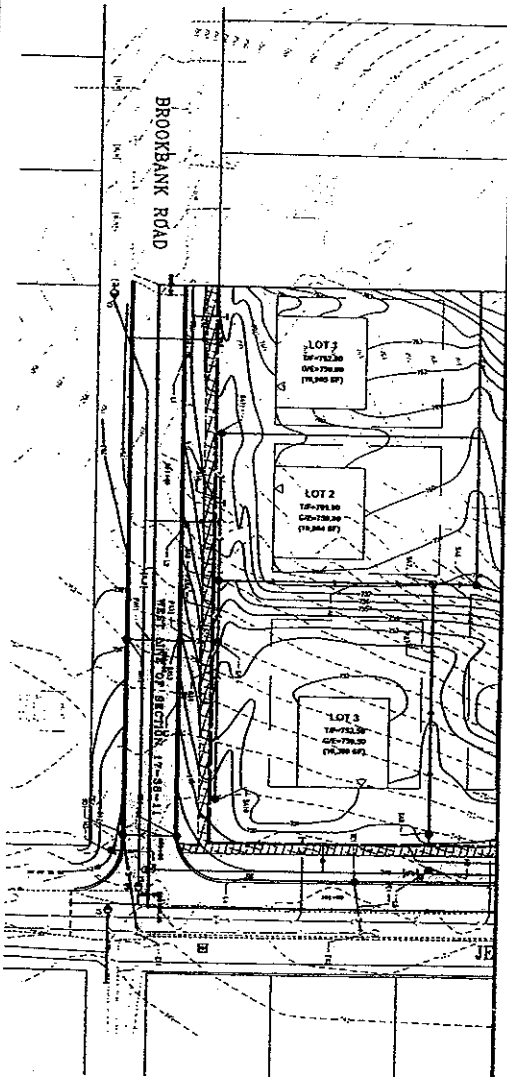
NELSON MEADOW

JEFFERSON AVENUE PROFILE

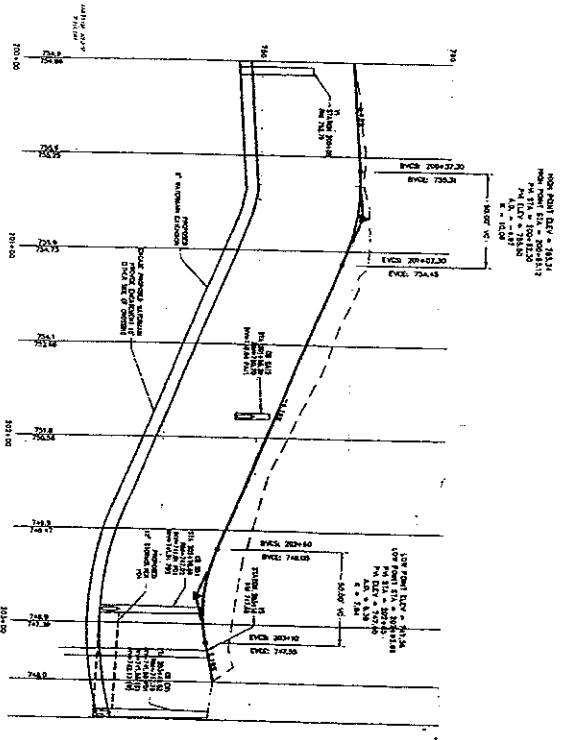
STATION	ELEVATION	VERTICAL CURVE DATA
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104+62.19	104.62	
100+00.00	100.00	VERTICAL CURVE DATA
104+62.19	104.62	

C.M. LAWYER

CONTRACT NO. 100-104-62.19
PROJECT: NELSON MEADOW
 THIS DRAWING IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IS LOANED TO YOU BY THE CALIFORNIA HIGHWAY PATROL. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY VIOLATION OF THESE TERMS SHALL BE SUBJECT TO PROSECUTION UNDER THE CALIFORNIA PENAL CODE, SECTION 90262.5, AND/OR THE CALIFORNIA PENAL CODE, SECTION 90263. ANY VIOLATION OF THESE TERMS SHALL BE SUBJECT TO PROSECUTION UNDER THE CALIFORNIA PENAL CODE, SECTION 90262.5, AND/OR THE CALIFORNIA PENAL CODE, SECTION 90263.



BROOKBANK ROAD-STA 200+00-201+57.83



1. This drawing is prepared under the supervision of the Licensed Professional Engineer and Licensed Land Surveyor, C.M. J. Lavioie, P. Eng., P. L.S., and is not to be used for any other purpose without the written consent of the Engineer and the Surveyor. The Engineer and the Surveyor are not responsible for any errors or omissions in this drawing or for any consequences arising therefrom. The Engineer and the Surveyor are not responsible for any errors or omissions in this drawing or for any consequences arising therefrom.

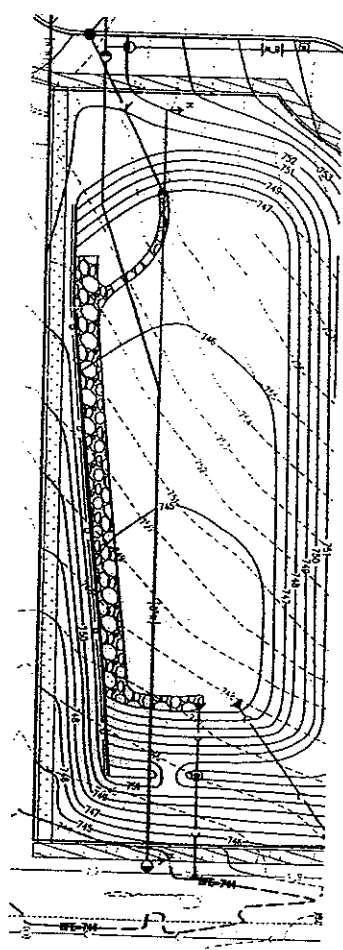
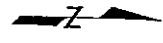
2. The proposed road is shown in red. The existing road is shown in black. The proposed road is shown in red. The existing road is shown in black. The proposed road is shown in red. The existing road is shown in black.

NELSON MEADOW
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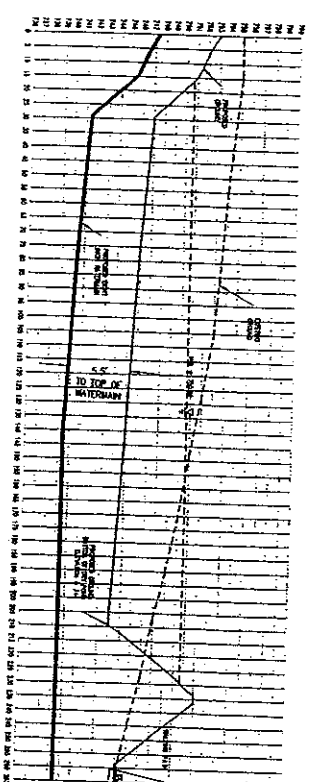
C.M.J. LAVOIE
 CONSULTING CIVIL ENGINEERING
 1000 St. Jean St.
 Montreal, Quebec H3A 2K4
 Tel: 514-392-8800
 Fax: 514-392-8801

NELSON MEADOW
 BROOKBANK ROAD PROFILE
 DATE: 11-06-17

STATION	ELEVATION	PRO VALDES DRIVE
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100	783.11	



**CROSS SECTION H
(DRY POND WITH UNDERGROUND WATERMAIN)**



Scale:
Horizontal: 1" = 40'
Vertical: 1" = 4'

1. The location of the proposed detention pond is shown on the plan view of the site. The location of the proposed detention pond is shown on the plan view of the site. The location of the proposed detention pond is shown on the plan view of the site.

△ ELEVATION POINT FOR DETENTION POND FROM SURFACE OF 10.000
△ ELEVATION POINT FOR UNDERGROUND WATERMAIN FROM SURFACE OF 10.000
△ ELEVATION POINT FOR UNDERGROUND WATERMAIN FROM SURFACE OF 10.000

NELSON MEADOW

WATER LOSS OF DETENTION POND

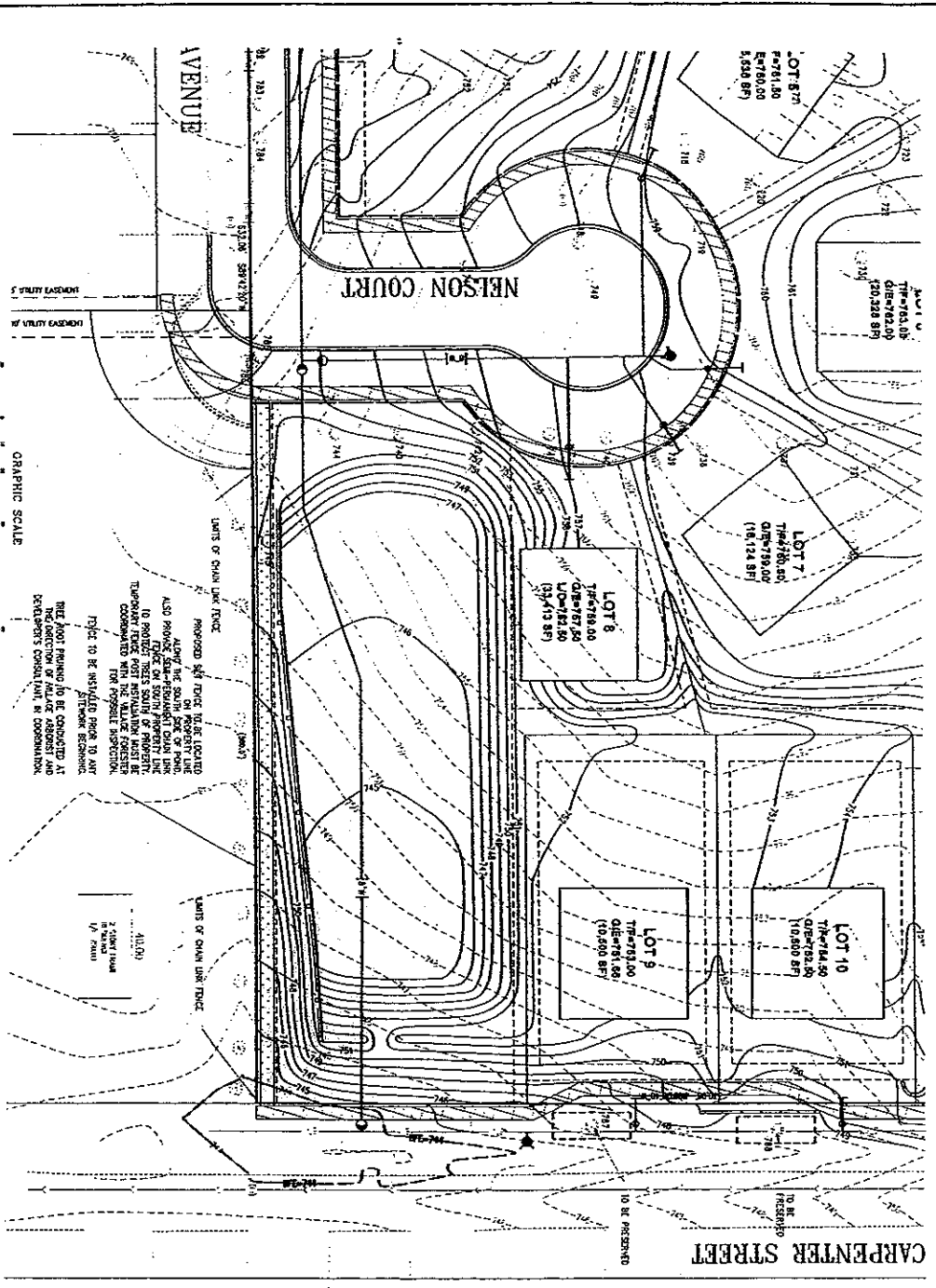
DETENTION PROFILE

STATION	ELEVATION	PERCENTAGE	PER VALUE
1+00	100.00	100.00	100.00
1+10	101.00	101.00	101.00
1+20	102.00	102.00	102.00
1+30	103.00	103.00	103.00
1+40	104.00	104.00	104.00
1+50	105.00	105.00	105.00

CML
C.M. Lavoie

Consulting Civil Engineering
1000 West 10th Street
Saskatoon, Saskatchewan
S4N 1A1
Tel: 306-975-1111

TREE PRESERVATION EXHIBIT FOR AREA SOUTH OF DETENTION POND AND ALONG CARPENTER STREET



PROPOSED SIGN FORCES TO BE LOCATED ALONG THE SOUTH SIDE OF POND. ALSO PROVIDE SIGN-REINFORCEMENT SIGN LINE TO PROTECT TREES SOUTH OF POND. TEMPORARY TREE POST INSTALLATION MUST BE COMPLETED WITHIN POSSIBLE INSPECTION. TREE TO BE INSTALLED PRIOR TO ANY TREE ROOT REMOVAL TO BE CONSIDERED AT PERMITS. CONTACT THE CONSULTANT FOR FURTHER INFORMATION.

DATE	DESCRIPTION
11/11/2011	PRELIMINARY DESIGN
11/11/2011	FINAL DESIGN
11/11/2011	CONSTRUCTION PERMITS
11/11/2011	CONSTRUCTION START
11/11/2011	CONSTRUCTION COMPLETE
11/11/2011	FINAL AS-BUILT

NELSON MEADOW
TREE PRESERVATION PLAN
 SHEET 14 OF 17

C.M. JAYOLÉ
 Consulting, Design & Engineering
 1000 West 10th Street, Suite 100
 Portland, OR 97201
 Phone: 503.228.4444
 Fax: 503.228.4444
 Email: cmj@cmj.com

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Exhibit C - Cost Estimate

C.M. LAVOIE & ASSOCIATES, INC.
 633 ROGERS STREET
 DOWNERS GROVE, ILLINOIS 60515

JUL 26 2006

RECEIVED

JUL 25 2006

PUBLIC IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 FINAL ENGINEERING

Planning and Community
 Development
 PROJECT MANAGER: BLH

PROJECT NAME : NELSON MEADOW
 LOCATION : WEST OF CARPENTER STREET
 DOWNERS GROVE, ILLINOIS
 CLIENT NAME : JOEL ANDERSEN HOMES

DATE: 7/21/2006

PROJECT NUMBER: 04-239

PER PLANS LAST REVISED: 7/21/2006

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
EARTHWORK					
1	6" TOPSOIL STRIP AND STOCKPILE	10,000	SY	\$1.50	\$15,000.00
2	CLAY EXCAVATION	4,000	CY	\$9.00	\$36,000.00
3	TOPSOIL RESPREAD	3,333	SY	\$2.00	\$6,666.00
				TOTAL	\$57,666.00
PAVEMENT					
4	1 1/2 INCH BITUMINOUS SURFACE COURSE, CL I, MIX C, TYPE 3	249	TON	\$45.00	\$11,214.00
5	PRIME COAT	832	GAL	\$1.20	\$998.32
6	1 1/2 INCH BITUMINOUS BINDER COURSE, CL I, MIX B, TYPE 2	192	TON	\$44.00	\$8,462.52
7	10 INCH AGGREGATE BASE COURSE TYPE B, CA-6	1,282	TON	\$50.00	\$64,109.00
8	B6.12 CURB AND GUTTER	1,334	LF	\$12.00	\$16,008.00
9	PCC WALK, 5 INCHES THICK	5,281	SF	\$3.50	\$18,483.50
				TOTAL	\$119,275.34
WATERMAIN					
10	8-INCH DIWM, CL 52	1,203	LF	\$20.00	\$24,052.80
11	1.5-INCH TY K SERVICE (LONG)	6	EA	\$1,000.00	\$6,000.00
12	1.5-INCH TY K SERVICE (SHORT)	5	EA	\$600.00	\$3,000.00
13	CONNECTION TO EXISTING 6 INCH DIWM	2	EA	\$1,000.00	\$2,000.00
14	1.5-INCH BUFFALO BOXES	11	EA	\$300.00	\$3,300.00
15	8" WATERVALVE W/48 INCH VAULT	7	EA	\$1,900.00	\$13,300.00
16	FIRE HYDRANT W/ AUXILIARY VALVE	4	EA	\$1,700.00	\$6,800.00
17	TESTING AND CHLORINATION	1	LS	\$3,500.00	\$3,500.00
18	TRENCH BACKFILL (CA-6)	100	CY	\$18.00	\$1,800.00
				TOTAL	\$63,752.80
SANITARY SEWER					
19	SANITARY MANHOLE TYPE A	2	EA	\$1,500.00	\$3,000.00
20	8" SDR-26 PVC SANITARY SEWER	553	LF	\$20.00	\$11,060.00
21	TRENCH BACKFILL	23	CY	\$18.00	\$414.00
				TOTAL	\$14,474.00
STORM SEWER					
22	12" CMP CULVERT PIPE	75	LF	\$15.50	\$1,162.50
23	12" CMP END SECTIONS	6	EA	\$250.00	\$1,500.00
24	12" RCP STORM SEWER	823	LF	\$18.50	\$15,225.50
25	18" RCP STORM SEWER	156	LF	\$21.50	\$3,354.00
24	15" RCP STORM SEWER	216	LF	\$23.50	\$5,076.00
25	24" RCP STORM SEWER	101	LF	\$26.50	\$2,676.50
26	12" RCP FES	3	EA	\$500.00	\$1,500.00
27	24" RCP FES	1	EA	\$800.00	\$800.00
28	MANHOLE TYPE A	3	EA	\$1,500.00	\$4,500.00
29	CATCH BASIN TYPE A	10	EA	\$1,750.00	\$17,500.00
30	CATCH BASIN TYPE C	6	EA	\$1,000.00	\$6,000.00
31	ADS STORM PURE INSERT	3	EA	\$750.00	\$2,250.00
32	RESTRICTOR STRUCTURE	1	EA	\$2,500.00	\$2,500.00
33	TRENCH BACKFILL	50	CY	\$20.00	\$1,000.00
				TOTAL	\$65,044.50

C.M. LAVOIE & ASSOCIATES, INC.
 633 ROGERS STREET
 DOWNERS GROVE, ILLINOIS 60515

**PUBLIC IMPROVEMENTS
 ENGINEER'S OPINION OF PROBABLE COST
 FINAL ENGINEERING**

PROJECT NAME : NELSON MEADOW

PROJECT MANAGER: BLH

LOCATION : WEST OF CARPENTER STREET
 DOWNERS GROVE, ILLINOIS

DATE: 7/21/2006

CLIENT NAME : JOEL ANDERSEN HOMES

PROJECT NUMBER: 04-239

PER PLANS LAST REVISED: 7/21/2006

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
EROSION CONTROL					
34	RIP RAP	40	SY	\$50.00	\$2,000.00
35	POND LANDSCAPING (SOD)	3,333	SY	\$2.50	\$8,332.50
36	RETAINING WALL	900	SF	\$30.00	\$27,000.00
37	SILT FENCE	2,215	LF	\$1.50	\$3,322.50
38	HAY BALES WITH FILTER FABRIC	11	EA	\$15.00	\$165.00
39	STABILIZED ENTRANCE	1	LS	\$1,000.00	\$1,000.00
40	STREET SWEEPING/DUST CONTROL	1	LS	\$1,000.00	\$1,000.00
				TOTAL	\$42,828.00
MISCELLANEOUS					
41	STREET LIGHTS	12	EA	\$2,000.00	\$24,000.00
42	WOOD FIBER PATH	1	LS	\$4,000.00	\$4,000.00
				TOTAL	\$28,000.00
GRAND TOTAL					\$391,032.64
5% CONTINGENCY					\$19,551.63
TOTAL PROJECT COST					\$410,584.27

Exhibit D - Parkway Tree Summary

**VILLAGE OF DOWNERS GROVE
INTEROFFICE MEMORANDUM**

DATE: April 17, 2006
TO: Plan Review Team
FROM: Kerstin G. von der Heide, Village Forester
SUBJECT: Nelson Meadow Subdivision parkway trees

The number of parkway trees required is 34. Tree costs have been calculated based on 2007 Suburban Tree Consortium prices plus an administrative charge, and are listed below.

<u>Species (size 2" B&B)</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
Freeman Maple	7	\$287.40	\$2011.80
Pear	7	\$270.60	\$1894.20
Hackberry	7	\$275.40	\$1927.80
Honeylocust	7	\$268.20	\$1877.40
Swamp White Oak	6	\$300.60	<u>\$1803.60</u>
Total Cost			\$9514.80

Subject to availability and planting season, the Forestry Division may choose to substitute other appropriate tree species for approximately the same cost.

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of _____, 20____, and is entered into between _____ a
____ ("Assignor") and _____ a
("Assignee").

WHEREAS, the Village of Downers Grove and _____ ("Owner")
and _____ ("Developer") entered into the _____ Subdivision
Improvement Agreement, dated _____, 20____, (as it may be amended, modified or
supplemented from time to time, the "Agreement"), regarding the real property or a portion of the
real property described on the attached Exhibit A, which Agreement was recorded by the DuPage
County Recorder of Deeds on _____, 20____, as Document No. _____; and

WHEREAS, Assignor became a party to the Agreement pursuant to an Assignment and
Assumption Agreement dated as of _____, 20____, which Assignment and Assumption Agreement
was recorded by the DuPage County Recorder of Deeds on _____, 20____, as Document No.
____; and

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

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

thereunder and (b) Assignee does unconditionally hereby assume and promise to pay and perform in full, from and after 12:01 a.m. on the date first written above, all, or the portion as set forth in Exhibit A hereto, of the obligations and liabilities of Assignor related to or arising under the Agreement.

This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date first written above.

ASSIGNOR:

By: _____

Its: _____

ASSIGNEE:

By: _____

Its: _____

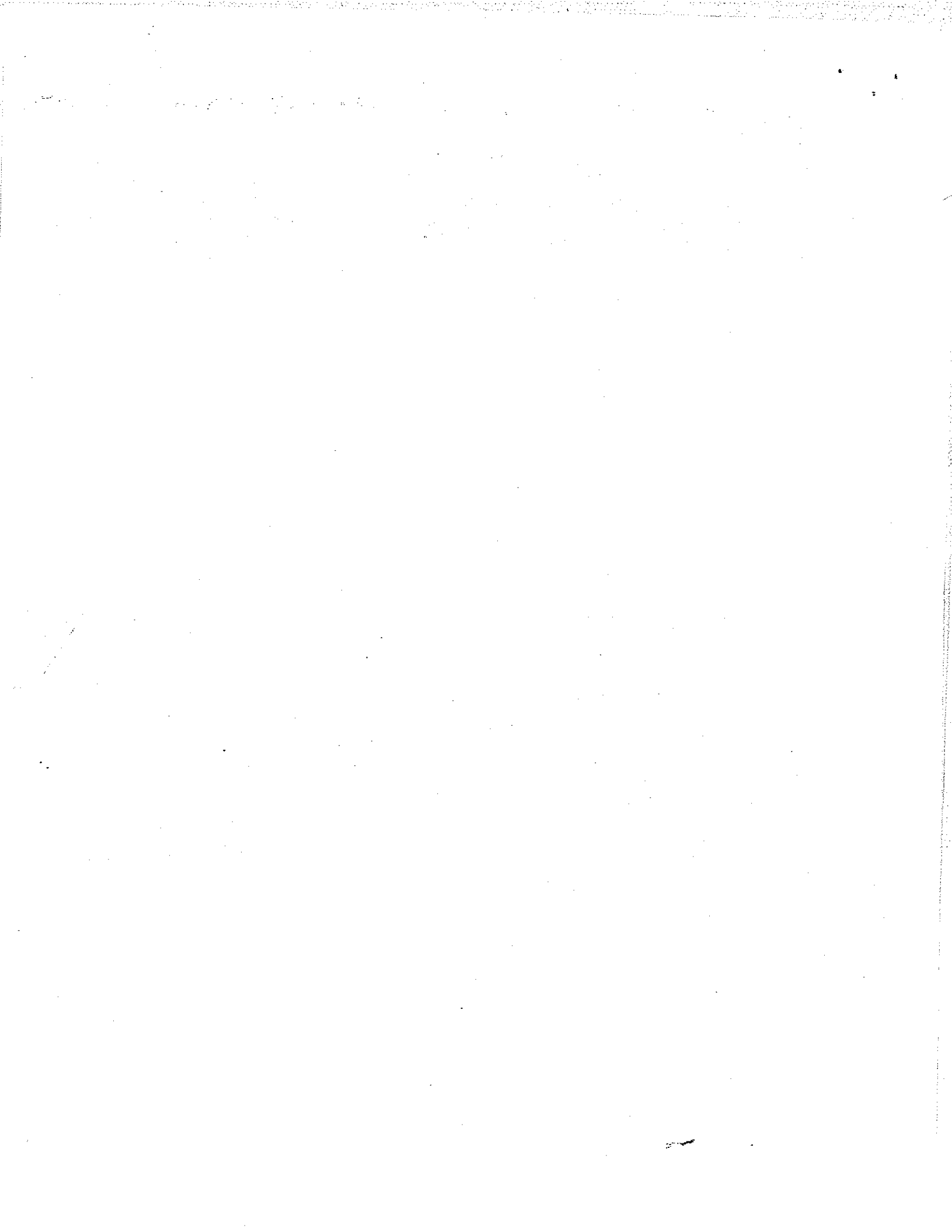
CONSENT AND RELEASE

The undersigned, being the remaining parties to the Agreement referred to above, do hereby consent to the above Assignment and Assumption Agreement and forever releases the above Assignor (together with its successors, assigns, heirs and personal representative, as the case may be, other than Assignee) from the liabilities and obligations related to or arising under the Agreement as set forth in Exhibit A.

Executed this ___ date of _____, 20__.

By: _____
Its: _____

By: _____
Its: _____



Nelson Meadow Subdivision



Nelson Meadow Subdivision - Phasing

