

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 20<sup>th</sup> day of 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 \_\_\_\_\_, 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: *Bill King*  
Its: Mayor

ATTEST:

*April H. Hill*  
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**

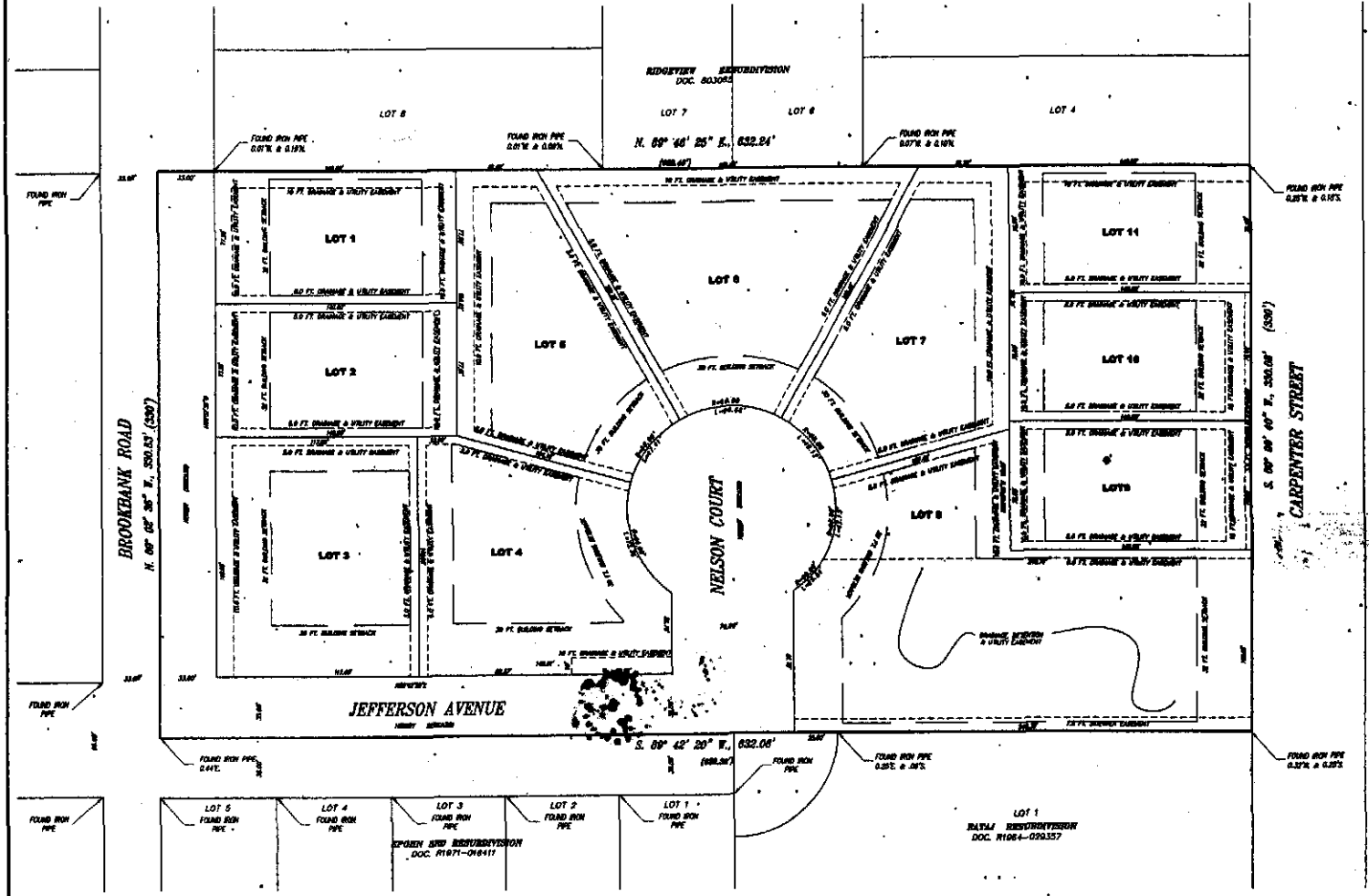
Lot 52 in Branigar Brothers' in Downers Grove Farms, being a subdivision in Sections 17 and 18, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, commonly known as 5737 Brookbank Road, Downers Grove, IL (PIN 09-17-108-015).

**Exhibit B - Final Engineering Plans (Project Improvements)**

# FINAL PLAT OF SUBDIVISION NELSON MEADOW

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.

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



**NELSON MEADOW** 117953

NE CORNER OF BROOKBANK RD. & JEFFERSON AVE.  
DOWNERS GROVE, ILLINOIS

FINAL PLAT OF SUBDIVISION

DRAWN BY: GMB	CHECKED BY: RMB
SCALE: 1"=50'	DATE: 06-05-06
JOB NUMBER: 0488	DATE: 10/22
1 06-01-01	2006-117953
2 06-01-02	2006-117953
3 06-01-03	2006-117953
4 06-01-04	2006-117953
5 06-01-05	2006-117953
6 06-01-06	2006-117953
7 06-01-07	2006-117953
8 06-01-08	2006-117953
9 06-01-09	2006-117953
10 06-01-10	2006-117953
11 06-01-11	2006-117953
12 06-01-12	2006-117953
13 06-01-13	2006-117953
14 06-01-14	2006-117953

Counting Civil Engineering  
Land Planning & Surveying  
100 West DuPage St  
Peotone, Illinois 60461  
Phone 815-554-6500  
Fax 815-554-6124

**C.M. Lavoie**  
C.M. Lavoie

© Copyright 2006, C.M. Lavoie & Associates, Inc.  
These plans are prepared under the copyright laws of the United States and foreign countries, and are to be used only for the construction under the right of the 20th Anniversary as defined in the contract between the Engineer and the Client. Any use of these plans, including death and modifications, to construct under any other additional terms not described in these plans, constitutes a violation of the Engineer's copyright of these plans and is prohibited.

Mail To: James F. Ross, Jr.  
915 MAIN ST  
Downers Grove, IL 60526

A REPRODUCED PLAN FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER IS PROHIBITED.



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
4. DETAILS
5. DETAILS
6. EXISTING CONDITIONS
7. GEOMETRIC PLAN
8. GRADING PLAN
9. UTILITY PLAN
10. JEFFERSON AVENUE PROFILE
11. BROOKBANK ROAD PROFILE
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

1. PERMA RM IS  
CONCRETE SQUARE ON URBANISM AND REINFORCED  
CONCRETE TIE UNDER CARPENTER STREET FOR  
SOUTH BRANCH OF ST JOSEPHS CHURCH

ELEVATION = 761.7

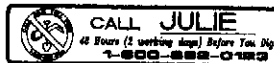
2. TOP OF IRON PIPES AT SOUTHWEST CORNER OF SITE

ELEVATION = 761.8

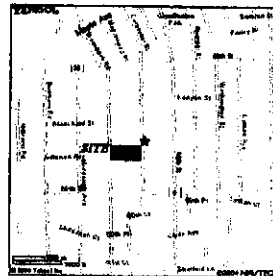
LEGAL DESCRIPTION

LOT 12 IN BLANKENBROOKS DOWNS GROVE PLANNED  
SUBDIVISION IN SECTION 12 AND IN  
TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

© Copyright, 2006, C. M. Lavoie & Associates, Inc.  
These plans are prepared under the copyright laws of the United States and foreign countries,  
and are to be used only for the transmission and/or repair of the site improvements as defined  
in the contract between the Engineer and the Owner. Any use of these plans, including copying  
and specification, to construct another major additional items not described in these plans,  
constitutes a violation of the Engineer's copyright of these plans and is prohibited.



2006



SITE LOCATION

PLANS PREPARED FOR:

JOEL ANDERSEN HOMER, LTD.  
P.O. BOX 848  
DOWNERS GROVE, ILLINOIS 60516  
(630) 910-9429 (IT)  
(630) 910-9480 (F)

PLANS PREPARED BY:

**CML**  
C.M. Lavoie  
& Associates, Inc.

Consulting Civil Engineering  
Land Planning & Surveying  
1030 W. KTE 126  
Plainfield, Illinois 60544  
voice 815-254-0505  
fax 815-436-5156

RECORDED  
JULY 10, 2006  
Planning and Community  
Development

LEGEND

- +— PROPOSED FLARED END SECTION
- +— EXISTING FLARED END SECTION
- PROPOSED STORM MANHOLE
- EXISTING STORM MANHOLE
- PROPOSED INLET
- EXISTING INLET
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED VALVE AND VAULT
- EXISTING VALVE AND VAULT
- PROPOSED CATCH BASIN
- EXISTING CATCH BASIN
- PROPOSED SANITARY MANHOLE
- EXISTING SANITARY MANHOLE
- PROPOSED VALVE BOX
- EXISTING VALVE BOX
- +— PROPOSED WATERMAIN
- +— EXISTING WATERMAIN
- +— PROPOSED SANITARY SEWER
- +— EXISTING SANITARY SEWER
- +— PROPOSED STORM SEWER
- +— EXISTING STORM SEWER
- +— HIGH WATER LEVEL
- +— NORMAL WATER LEVEL
- +— EXISTING CONTOUR
- +— PROPOSED CONTOUR
- +— PROPOSED SILT FENCE
- +— STRAW BALES
- EMERGENCY FLOOD ROUTE

CURRENT REVISION DATE: 7-21-06

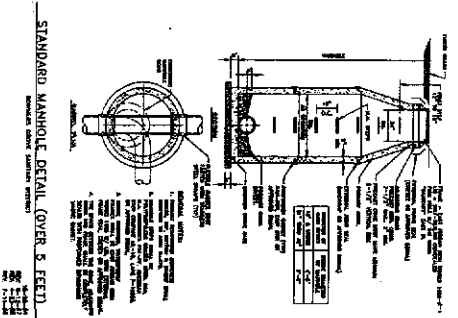
I, BRAD L. HARTZEL, A REGISTERED PROFESSIONAL ENGINEER OF  
ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY  
C.M. LAVOIE AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION.

ILLINOIS PROFESSIONAL ENGINEER NO. 062-088274  
EXPIRES 11/30/07

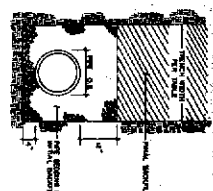
PROJECT NUMBER: 04-001





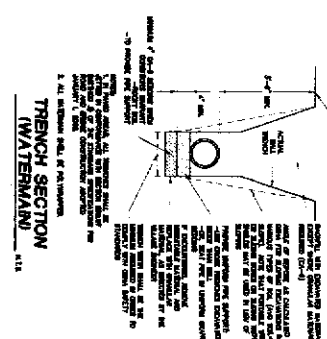


STANDARD MANHOLE DETAIL (COVER & FEED)

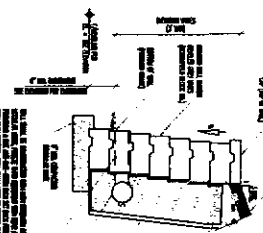


PIPE BEDDING & MANHOLE

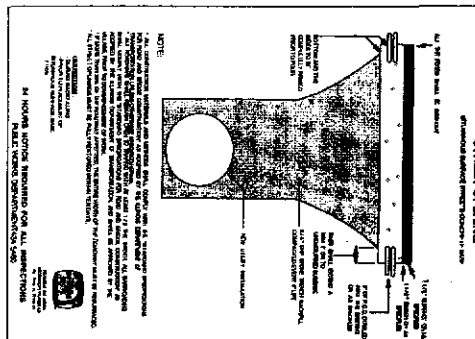
PIPE SIZE (IN)	MINIMUM BEDDING DEPTH (IN)	MINIMUM BEDDING WIDTH (IN)
12	12	24
15	15	30
18	18	36
21	21	42
24	24	48
27	27	54
30	30	60
36	36	72
42	42	84
48	48	96
54	54	108
60	60	120



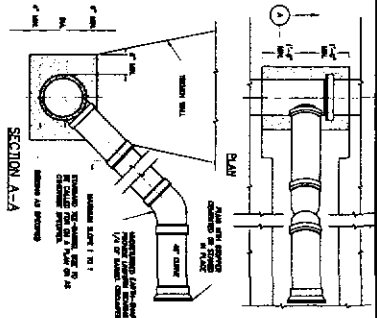
TRENCH SECTION (WATERMAIN)



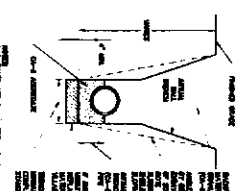
CARPENIER BLOCK WALL DETAIL



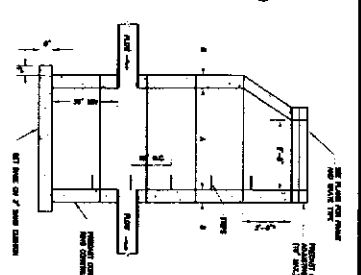
STREET OPENING



RISER FOR SERVICE LATERAL

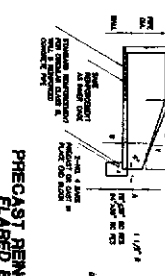


TRENCH SECTION (STORM SEWER)

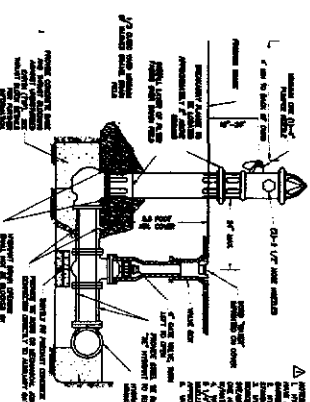


CATCH BASIN (TYPE A)

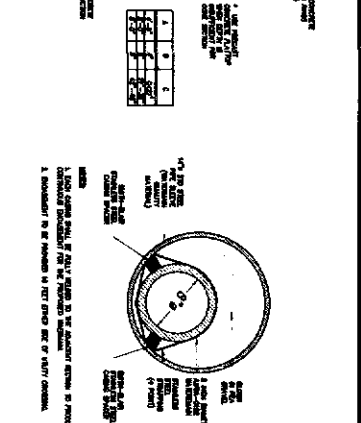
PIPE SIZE (IN)	MINIMUM BEDDING DEPTH (IN)	MINIMUM BEDDING WIDTH (IN)
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15	15	30
18	18	36
21	21	42
24	24	48
27	27	54
30	30	60
36	36	72
42	42	84
48	48	96
54	54	108
60	60	120



PRECAST REINFORCED CONCRETE FLARED END SECTION



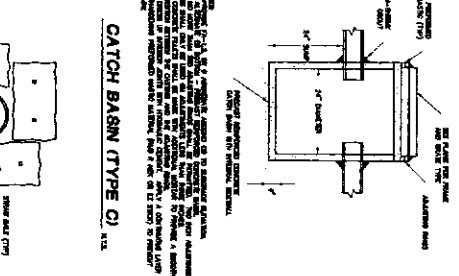
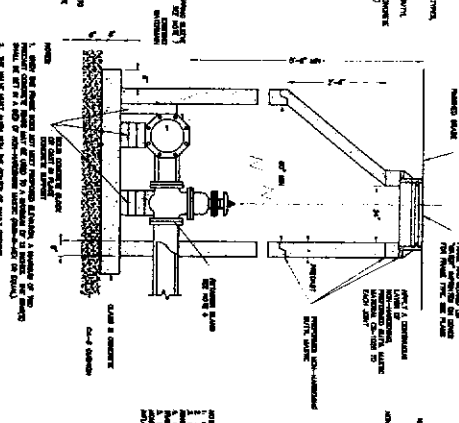
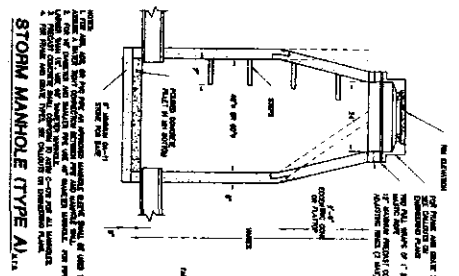
FIRE HYDRANT AND VALVE



ENCASEMENT DETAIL A

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**STORM MANHOLE (TYPE A)**

1. THIS MANHOLE IS TO BE USED FOR THE COLLECTION OF SURFACE WATER FROM ROADS, DRIVEWAYS, AND OTHER AREAS WHERE THE WATER IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE MANHOLE SHALL BE CONSTRUCTED OF CAST IRON MANHOLE RING AND CONCRETE CURB AND BASE.

3. THE CURB SHALL BE 18\"/>

**CAST IRON SLEEVE PRESSURE TAP**

1. THIS TAP IS TO BE USED FOR THE COLLECTION OF WATER FROM A PRESSURE MAIN.

2. THE TAP SHALL BE CONSTRUCTED OF CAST IRON SLEEVE AND PRESSURE TAP.

3. THE SLEEVE SHALL BE 1/2\"/>

**CATCH BASIN (TYPE C)**

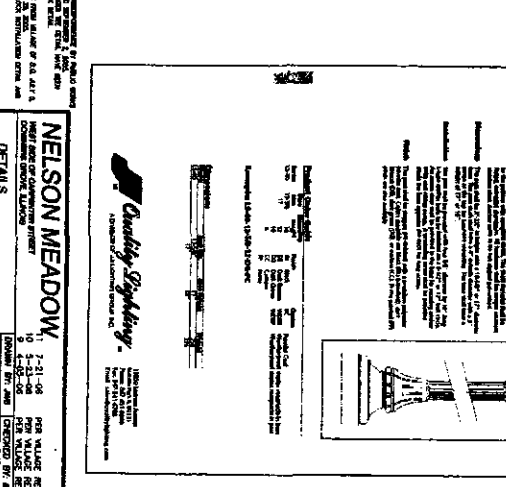
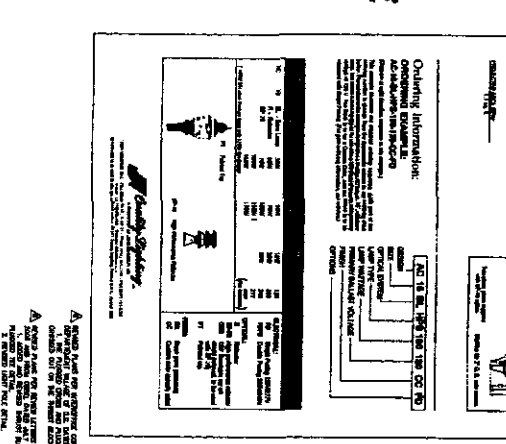
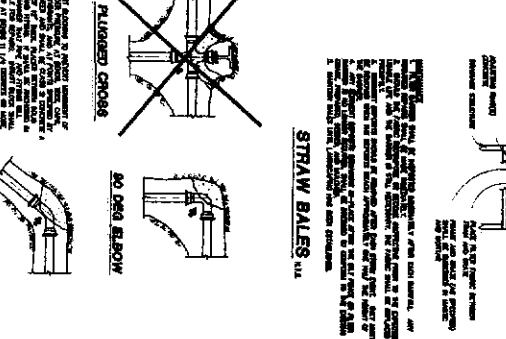
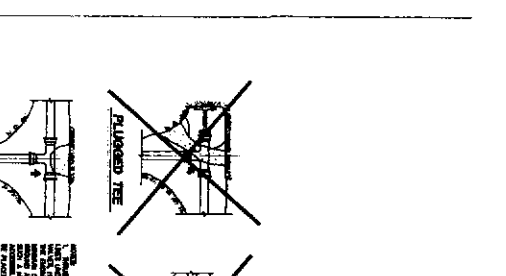
1. THIS BASIN IS TO BE USED FOR THE COLLECTION OF SURFACE WATER FROM ROADS, DRIVEWAYS, AND OTHER AREAS WHERE THE WATER IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE BASIN SHALL BE CONSTRUCTED OF CAST IRON BASIN AND CONCRETE CURB AND BASE.

3. THE CURB SHALL BE 18\"/>

**Downspout Drive Time Protection Requirements**

Downspouts shall be protected by a drive time protection device which shall prevent the downspout from being damaged by a vehicle. The protection device shall be installed on the downspout at the point where it crosses the driveway or road. The protection device shall be made of a material which is resistant to impact and shall be able to withstand a minimum impact of 10,000 foot-pounds. The protection device shall be installed on the downspout at the point where it crosses the driveway or road. The protection device shall be made of a material which is resistant to impact and shall be able to withstand a minimum impact of 10,000 foot-pounds.

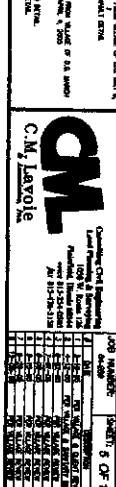
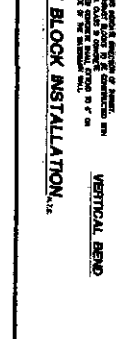
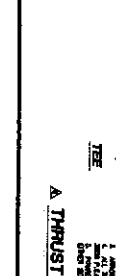


**STRAW BALLETS**

1. THIS BALLETT IS TO BE USED FOR THE COLLECTION OF SURFACE WATER FROM ROADS, DRIVEWAYS, AND OTHER AREAS WHERE THE WATER IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE BALLETT SHALL BE CONSTRUCTED OF STRAW AND CONCRETE CURB AND BASE.

3. THE CURB SHALL BE 18\"/>



**VERTICAL BEND**

1. THIS BEND IS TO BE USED FOR THE COLLECTION OF SURFACE WATER FROM ROADS, DRIVEWAYS, AND OTHER AREAS WHERE THE WATER IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE BEND SHALL BE CONSTRUCTED OF CAST IRON BEND AND CONCRETE CURB AND BASE.

3. THE CURB SHALL BE 18\"/>

**THRUST BLOCK INSTALLATION**

1. THIS BLOCK IS TO BE USED FOR THE COLLECTION OF SURFACE WATER FROM ROADS, DRIVEWAYS, AND OTHER AREAS WHERE THE WATER IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE BLOCK SHALL BE CONSTRUCTED OF CAST IRON BLOCK AND CONCRETE CURB AND BASE.

3. THE CURB SHALL BE 18\"/>

**Design AC**

1. THIS DESIGN IS TO BE USED FOR THE COLLECTION OF SURFACE WATER FROM ROADS, DRIVEWAYS, AND OTHER AREAS WHERE THE WATER IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE DESIGN SHALL BE CONSTRUCTED OF CAST IRON DESIGN AND CONCRETE CURB AND BASE.

3. THE CURB SHALL BE 18\"/>

**Dimensional and Physical Data**

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CAST IRON MANHOLE RING	1	EA
2	CONCRETE CURB	1	EA
3	CONCRETE BASE	1	EA

**Statistical Data**

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CAST IRON MANHOLE RING	1	EA
2	CONCRETE CURB	1	EA
3	CONCRETE BASE	1	EA

**Outgoing Information**

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CAST IRON MANHOLE RING	1	EA
2	CONCRETE CURB	1	EA
3	CONCRETE BASE	1	EA

**Statistical Data**

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CAST IRON MANHOLE RING	1	EA
2	CONCRETE CURB	1	EA
3	CONCRETE BASE	1	EA

**Statistical Data**

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CAST IRON MANHOLE RING	1	EA
2	CONCRETE CURB	1	EA
3	CONCRETE BASE	1	EA

**Quality Spillings**

1. THIS SPILLING IS TO BE USED FOR THE COLLECTION OF SURFACE WATER FROM ROADS, DRIVEWAYS, AND OTHER AREAS WHERE THE WATER IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE SPILLING SHALL BE CONSTRUCTED OF CAST IRON SPILLING AND CONCRETE CURB AND BASE.

3. THE CURB SHALL BE 18\"/>

**NELSON MEADOW**

1. THIS MEADOW IS TO BE USED FOR THE COLLECTION OF SURFACE WATER FROM ROADS, DRIVEWAYS, AND OTHER AREAS WHERE THE WATER IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE MEADOW SHALL BE CONSTRUCTED OF CAST IRON MEADOW AND CONCRETE CURB AND BASE.

3. THE CURB SHALL BE 18\"/>

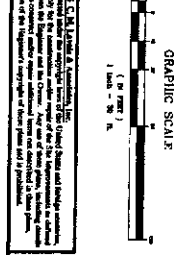
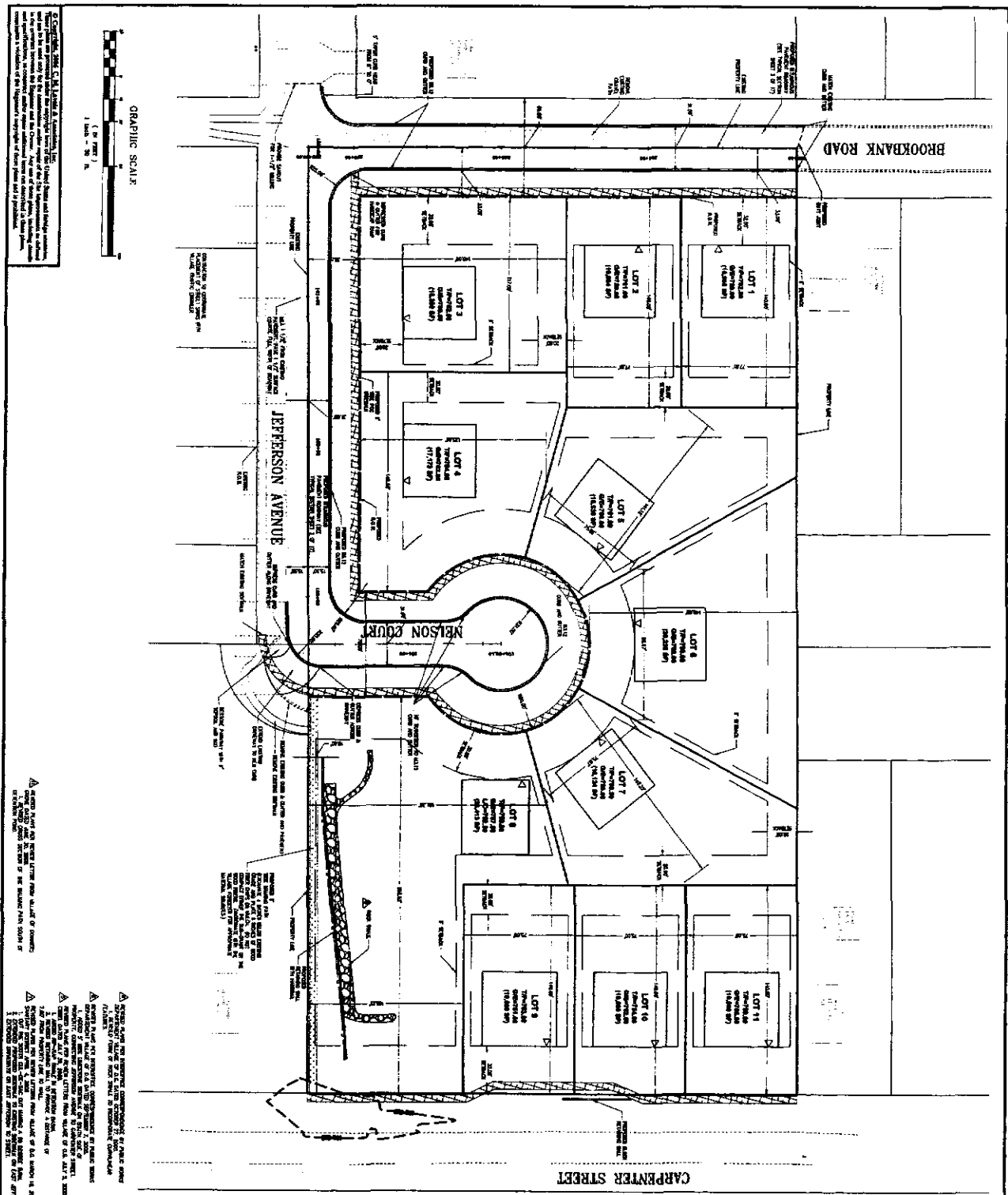
**C.M. Laviole**

1. THIS LAVIOLE IS TO BE USED FOR THE COLLECTION OF SURFACE WATER FROM ROADS, DRIVEWAYS, AND OTHER AREAS WHERE THE WATER IS NOT TO BE USED FOR ANY OTHER PURPOSE.

2. THE LAVIOLE SHALL BE CONSTRUCTED OF CAST IRON LAVIOLE AND CONCRETE CURB AND BASE.

3. THE CURB SHALL BE 18\"/>





**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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11. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

**NELSON MEADOW**

1-21-08 PHS VALUE ENGINEERING  
 0-2-12-08 PHS VALUE ENGINEERING  
 10-10-12-08 PHS VALUE ENGINEERING  
 10-10-12-08 PHS VALUE ENGINEERING  
 10-10-12-08 PHS VALUE ENGINEERING

**GEOMETRIC PLAN**

SCALE: 1" = 100'

DATE: 10/10/12

SHEET: 7 OF 17

**CML**  
C.M. Laviole

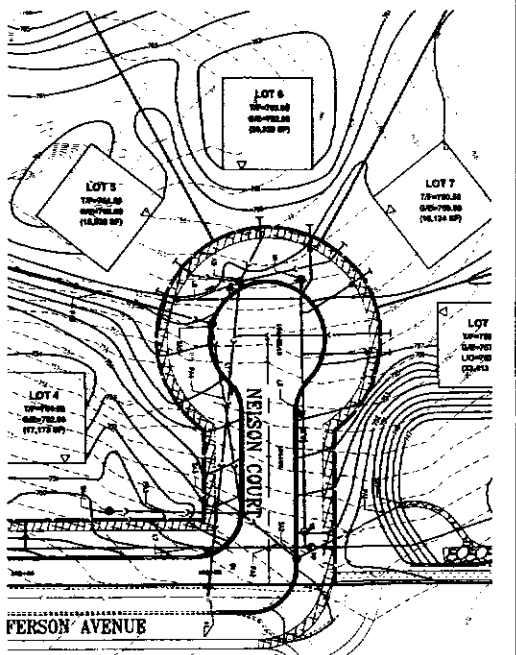
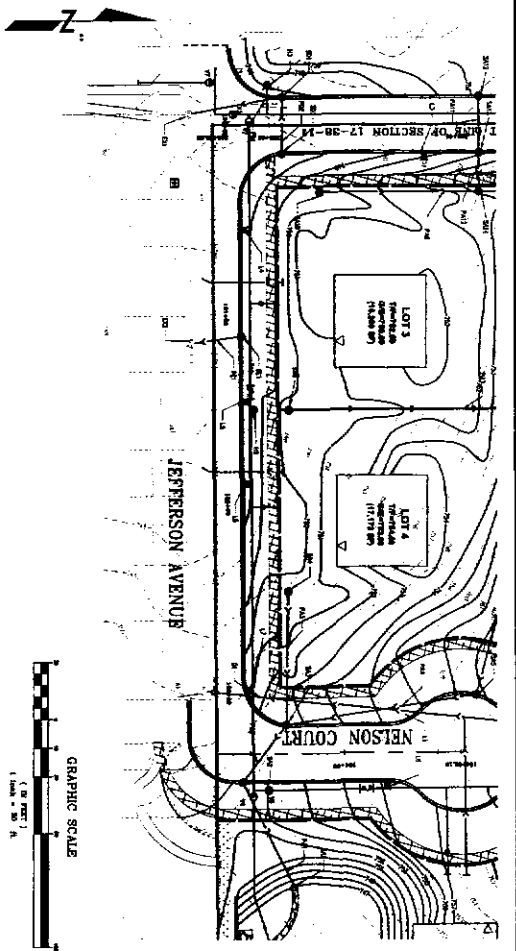
**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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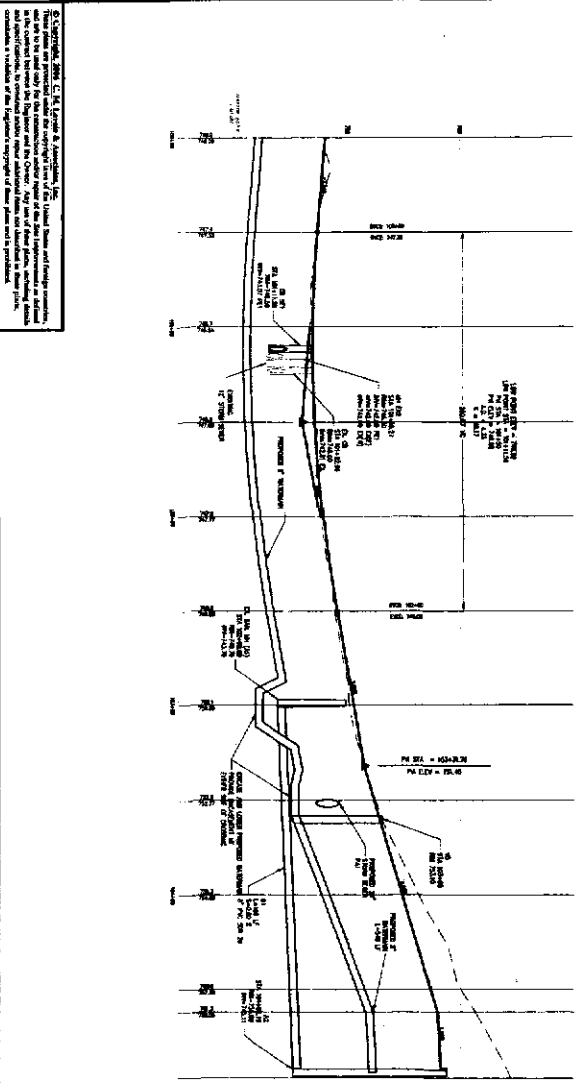
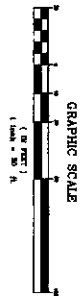








JEFFERSON AVENUE/NELSON COURT-STA 100+00-104+62.19



A. Station 100+00 to 104+62.19  
 B. Station 100+00 to 104+62.19  
 C. Station 100+00 to 104+62.19  
 D. Station 100+00 to 104+62.19

**NELSON MEADOW**  
 BEST USE OF CONVERSION PROJECT  
 JEFFERSON AVENUE PROFILE  
 C.M. Layton Inc.  
 1000 10th Street, NW  
 Washington, DC 20004  
 Phone: 202-462-1111  
 Fax: 202-462-1112

DATE	BY	DESCRIPTION
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11-21-17	JML	FINAL PROFILE
12-21-17	JML	FINAL PROFILE

C.M. Layton Inc.  
 1000 10th Street, NW  
 Washington, DC 20004  
 Phone: 202-462-1111  
 Fax: 202-462-1112



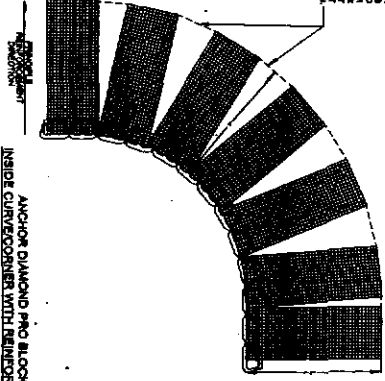






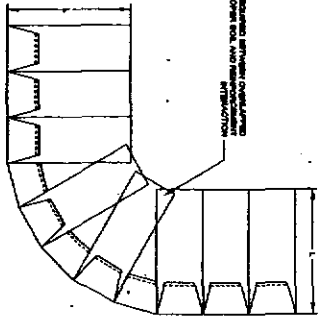


NOTE: CONCRETE REINFORCEMENT FOR ANCHOR DIAMOND PRO BLOCKS SHALL BE PLACED IN ACCORDANCE WITH THE REINFORCEMENT DETAIL FOR ANCHOR DIAMOND PRO BLOCKS WITH REINFORCEMENT.



ANCHOR DIAMOND PRO BLOCK  
INSIDE CURVING WITH REINFORCEMENT

FIGURE 1 - ANCHOR DIAMOND PRO BLOCKS WITH REINFORCEMENT. SHOWS THE BLOCKS WITH ANCHOR DIAMOND PRO BLOCKS WITH REINFORCEMENT.



TYPICAL LAYOUT - ALL PRODUCTS  
OUTSIDE CURVING WITH REINFORCEMENT

FIGURE 2 - TYPICAL LAYOUT OF ALL PRODUCTS. SHOWS THE BLOCKS WITH ANCHOR DIAMOND PRO BLOCKS WITH REINFORCEMENT.

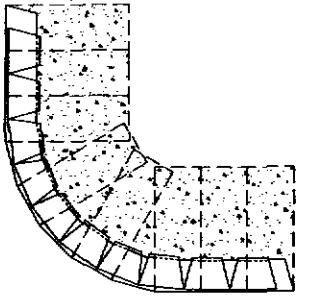
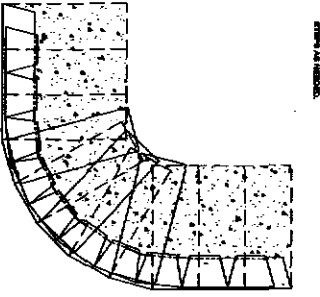
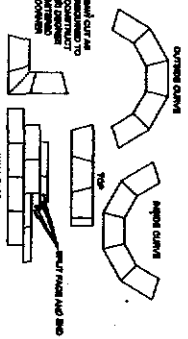


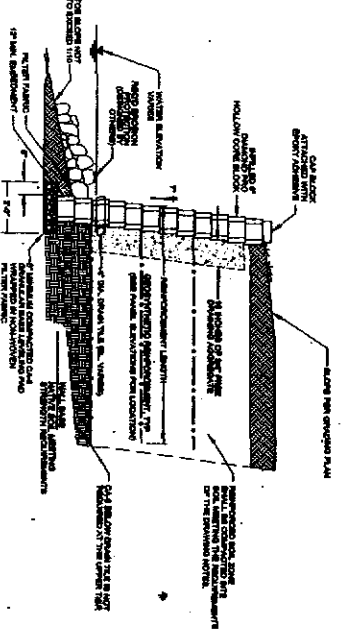
FIGURE 3 - ANCHOR DIAMOND PRO BLOCKS WITH REINFORCEMENT. SHOWS THE BLOCKS WITH ANCHOR DIAMOND PRO BLOCKS WITH REINFORCEMENT.



1. ALWAYS EXERCISE CAREFULNESS TO THE LAYOUT OF THE BLOCKS.
2. LAYOUT OF THE BLOCKS TO MAINTAIN ANCHORS.
3. DO NOT OVERSTRETCH THE ANCHORS OR THE BLOCKS.
4. ANCHORS MUST BE PLACED IN THE CORRECT POSITION.
5. USE THE CORRECT TYPE OF ANCHORS.



ANCHOR DIAMOND PRO BLOCK  
DESIGN DETAIL - TOP BLOCK



ANCHOR DIAMOND PRO BLOCK  
WATER APPLICATION

1. AT THE BOTTOM OF THE BLOCKS, THE ANCHORS MUST BE PLACED IN THE CORRECT POSITION.
2. THE ANCHORS MUST BE PLACED IN THE CORRECT POSITION.
3. THE ANCHORS MUST BE PLACED IN THE CORRECT POSITION.
4. THE ANCHORS MUST BE PLACED IN THE CORRECT POSITION.
5. THE ANCHORS MUST BE PLACED IN THE CORRECT POSITION.



GRAPHIC SCALE  
1" = 1'-0"

**Cardinal**  
Structural Design, Inc.  
10000 W. 10th Avenue  
Denver, CO 80202  
Tel: 303.751.1000  
Fax: 303.751.1001  
www.cardinalstructural.com

ANCHOR DIAMOND PRO BLOCKS WITH REINFORCEMENT. SHOWS THE BLOCKS WITH ANCHOR DIAMOND PRO BLOCKS WITH REINFORCEMENT.

**NELSON MEADOW**  
10 3-20-06 PER VILLAGE REVIEW  
REINFORCING WALL DETAILS  
SCALE: 1/4" = 1'-0"

**CML**  
CML Layole

NO.	DATE	DESCRIPTION	BY	CHECKED
1	3-20-06	ISSUED FOR PERMITS	CLM	CLM
2	3-20-06	REVISED PER VILLAGE REVIEW	CLM	CLM
3	3-20-06	REVISED PER VILLAGE REVIEW	CLM	CLM
4	3-20-06	REVISED PER VILLAGE REVIEW	CLM	CLM
5	3-20-06	REVISED PER VILLAGE REVIEW	CLM	CLM
6	3-20-06	REVISED PER VILLAGE REVIEW	CLM	CLM
7	3-20-06	REVISED PER VILLAGE REVIEW	CLM	CLM
8	3-20-06	REVISED PER VILLAGE REVIEW	CLM	CLM
9	3-20-06	REVISED PER VILLAGE REVIEW	CLM	CLM
10	3-20-06	REVISED PER VILLAGE REVIEW	CLM	CLM



Exhibit C - Cost Estimate

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

LOCATION : WEST OF CARPENTER STREET  
 DOWNERS GROVE, ILLINOIS

CLIENT NAME : JOEL ANDERSEN HOMES

**RECEIVED**

JUL 25 2006

Planning and Community  
 Development

PROJECT MANAGER: BLH

DATE: 7/21/2006

PROJECT NUMBER: 04-239

PER PLANS LAST REVISED: 7/21/2006

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>EARTHWORK</b>					
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
				<b>TOTAL</b>	<b>\$57,666.00</b>
<b>PAVEMENT</b>					
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
				<b>TOTAL</b>	<b>\$119,275.34</b>
<b>WATERMAIN</b>					
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
				<b>TOTAL</b>	<b>\$63,752.80</b>
<b>SANITARY SEWER</b>					
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
				<b>TOTAL</b>	<b>\$14,474.00</b>
<b>STORM SEWER</b>					
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
				<b>TOTAL</b>	<b>\$65,044.50</b>

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
<b>EROSION CONTROL</b>					
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
				<b>TOTAL</b>	<b>\$42,820.00</b>
<b>MISCELLANEOUS</b>					
41	STREET LIGHTS	12	EA	\$2,000.00	\$24,000.00
42	WOOD FIBER PATH	1	LS	\$4,000.00	\$4,000.00
				<b>TOTAL</b>	<b>\$28,000.00</b>

**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&amp;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: \_\_\_\_\_