Agenda
Village of Glen Ellyn
Special Village Board Workshop
Monday, October 28, 2024
6:00 PM
Glen Ellyn Civic Center, Room 301

Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda at the meeting or online at www.glenellyn.org prior to the meeting. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact The Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Audience Participation

1) Open:

Members of the public are welcome to speak to any item not specifically listed on tonight's agenda for up to (3) three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, their topic and the group, if any, they are representing prior to addressing the Village Board. Individuals wishing to address the Board shall exercise proper decorum and respect for the proceedings and the business of the Village Board, and shall refrain from abusive demeanor and language. The practice of ceding time to other speakers shall be prohibited, except in the discretion of the presiding officer of the meeting. Public officials are not obligated to respond to questions.

E. Presentation

1) Glen Estates Subdivision Request for Additional Funding (Professional Engineer - Richard Daubert)

F. Reminders

G. Adjourn to closed executive session for the purposes of discussing the appointment, employment, compensation, discipline, or performance of specific employees of the Village pursuant to 5 ILCS 120/2(c)(1), not to return to open session

Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 10/28/2024 6:00 PM
Department: Public Works
Department Head: Dave Buckley
Category: Agreement
Prepared By: Richard Daubert

AGENDA ITEM (ID # 2024-765)

DOC ID: 2024-765

Glen Estates Subdivision Request for Additional Funding (Professional Engineer - Richard Daubert)

Statement of the Issue:

On September 26, 2022, the Village Board adopted Ordinance No. 6981, which is attached to this item. Ordinance No. 6981 granted approval for the construction of a 7-lot single family residential development on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue, known as the Glen Estates Subdivision. Ordinance 6981 also approved the preliminary and final subdivision plats along with subdivision and zoning code variations.
On September 26, 2022, the Village Board adopted Ordinance No. 6982 which approved a First Amendment to the Annexation and Development Agreement for the Glen Estates Subdivision. As it pertains to this agenda item, Ordinance 6982 detailed the public improvements that G.E. Hill Ave. Properties, LLC (Developer) is required to construct as part of the subdivision along with a mechanism for the Developer to seek reimbursement for a portion of the public improvements in an amount not to exceed $550,000.

Analysis:

In summary, the Developer is requesting an additional $235,071 for the public improvements, which would result in a total Village contribution of $785,071 for the subdivision. The Developer's request is contained in a letter dated October 9. 2024, which is attached to this agenda item. The additional funding sought by the Developer is summarized below along with Village staff's responses to the Developer's requests.

Summary of Hauling Spoils/Engineering Costs ($96,063; Developer requests $96,063): The Developer notes these additional costs are due to Condition F contained in Ordinance 6981: "Developer shall submit a tree preservation plan and perform construction in a manner which saves and preserves as many significant trees and tree

roots in the subdivision as possible." Developer notes that the condition did not allow it to minimize the amount of earth that the Developer had to remove from the site.

Village response to Hauling Spoils/Engineering Costs: The Developer had the opportunity to object to this condition at the September 26, 2022 Board Meeting but did not do so. As the condition was included within the entitlement ordinance, it was required to be followed. From a broader perspective, staff questions the extent of the claim being fully caused by required tree preservation measures and staff is of the professional opinion that the earth excavation volume and costs were underestimated by the Developer. Staff had provided a comment on this requirement to the Developer's engineer as part of the development per the cost sharing exhibit contained in Ordinance 6982. Staff specifically noted that the volume should be quantified, especially in the context of the lump sum cost appearing to be low. The Developer's engineer was comfortable in sticking with the lump sum cost provided at the time that the matter was presented to the Village Board on September 26, 2022).

Cumnor Pole Relocation ($45,000; Developer requests $22,500): In accordance with the Village's Subdivision Regulations Code, the Developer is required to install overhead utilities on Cumnor Avenue and Golf Avenue underground. The Developer complied with this requirement on Golf Avenue and removed the overhead electrical service for the flashing traffic beacon at Hill and Golf. However, on Cumnor Avenue, the Developer does not feel that it should be required to underground an overhead communication line.

Village response to Cumnor Pole Relocation: Section 11-4-8 of the Village's Subdivision Regulations Code requires that all proposed and existing communication, electric, and similar utilities be placed underground as part of a new subdivision, as well as within the adjacent rights-of-way to a subdivision, be placed underground at the subdivider's expense. The exceptions to this requirement contained within the Subdivision Regulations Code do not apply to this particular subdivision. Ordinance 6981 did not grant relief for this requirement.

Engineering ($57,242; Developer requests $28,621): Following the approval of the subdivision by the Village Board, the Developer applied for a building permit for the construction of the site/ROW improvements. The Developer notes that the reviews required changes to the plans which cost $57,242.

Village response to Engineering: The documentation provided by the Developer does not demonstrate that there was $57,242 in additional engineering costs associated solely with reviewing associated changes. Review/resubmittal changes appear to be more on the order of $21,000, the costs of which seem justified given the level of comments that remained open prior to the project moving from the entitlement state to the permitting stage. Having said this, on July 24, 2023, the Village Board did authorize reimbursing the developer for one of the listed items, specifically the design of the water main relocation on Hill Avenue in the amount of $3,166.

Storm Sewer ($50,840; Developer requests $25,420): The Developer seeks this additional funding for a change in storm sewer pipe material for sections of the storm sewer on Hill Avenue.

Village response to Storm Sewer: In summary, reinforced concrete pipe (RCP) could not be used for sections of the storm sewer due to its proximity to the water main. The pipe material accordingly needed to be revised from RCP to water main quality PVC. This only applied to a select number of pipes that needed to be changed during the permitting process. Having said that, the engineer's estimate provided for the negotiation of the cost sharing arrangement was based on using RCP for all storm sewer.

Golf Avenue Flasher ($6,940; Developer requests $6,940):
Village Response: Staff agreed to cover the costs of replacing the Golf Avenue Flasher ($6,940). Replacement of the flasher was warranted in unison with eliminating the overhead electrical service for the flasher.

Potholing for water main, Verizon line, gas conflict ($8,085; Developer requests $8,085):
Village Response: On July 24, 2023, the Village Board did authorize reimbursing the developer for the potholing of the water main which was $2,750. Costs beyond this were part and parcel of constructing the development.

Storm Inlets not on approved plan ($12,490; Developer requests $12,490):
Village Response: While not included in the approved plans, additional storm sewer/drainage structures were required at two locations.

Rework Glen Oak Transition ($4,977; Developer requests $4,977):
Village Response: Additional pavement removal and replacement was required at the entrance to the Glen Oak Country Club to get the new roadway to property drain at the Country Club Entrance.

Stone trench backfill for relocated water services due to incorrect water main installation ($3,500; Developer requests $3,500):
Village Response: Staff is not following how replacement of the water main required additional trench backfill.

Street Lights and Conduit ($37,950; Developer requests $18,975):
Village Response: Staff noted to the Developer's engineer that the street lighting costs were low. The comment on the number/spacing of the lights was not raised during the permitting stage. Also, the comment on the requirement and number of streetlights was generated by Public Works, not Community Development. The number and position of streetlights is appropriate in the context of the development.

Project Delays: The developer wishes to point out that they incurred losses due to delays with the project due to the water main elevation issue and a Verizon fiber optic

cable conflict.

Budget Impact:

Contribution to Strategic Plan

Action Requested:
Discussion Only: From staff's perspective, the Developer and the Village agreed to a not-to-exceed reimbursement of $550,000 for the public improvements required for the Glen Estates Subdivision in the First Amendment to the Annexation to the Annexation and Development Agreement. Staff is not comfortable recommending any additional reimbursement beyond what the Village Board already approved for the water main potholing ($2,750), water main design ($3,166) and for the replacement of the traffic beacon at Hill and Golf ($6,940). The total amount for these items is $12,856.

Attachments:
1. Ordinance 6981
2. Ordinance 6982
3. PJM Request for Additional Funding
4. Letter from PJ Murphy Clarifying Request-2024-10-23

DocId:20005659
Tx:40465063

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
11/10/2022 03:39 PM

DOCUMENT # R2022-100604

DOCUMENT SUBMITTED WITH LOW QUALITY / ILLEGIBLE PORTIONS

Village of Glen Ellyn

Ordinance No. 6981

An Ordinance Granting Approval of Preliminary and Final Major Subdivision Plats, Subdivision Code Variations and Zoning Code Variations for a Detached Single-Family Residential Development to be Known as Glen Estates Subdivision Current address 982-992 Hill Avenue (Proposed addresses 982-994 Hill Avenue) Glen Ellyn, IL 60137

Adopted by the President and the Board of Trustees Of the Village of Glen Ellyn DuPage County, Illinois This 26th Day of September, 2022.

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this 27th day of September, 2022.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

151/1

Ordinance No. 6981

An Ordinance Granting Approval of Preliminary and Final Major Subdivision Plats, Subdivision Code Variations and Zoning Code Variations for a Detached Single-Family Residential Development to be Known as Glen Estates Subdivision Current address 982-992 Hill Avenue (Proposed addresses 982-994 Hill Avenue) Glen Ellyn, IL 60137

Whereas, Patrick J. Murphy of GE Hill Avenue Properties, LLC, is the owner of the property commonly known as 982-992 Hill Avenue (proposed addresses 982-994 Hill Avenue); and

Whereas, Patrick J. Murphy has petitioned the President and Board of Trustees of the Village of Glen Ellyn for approval of the following:

1. Approval of a Preliminary Plat of Subdivision in accordance with Section 11-3-4 of the Subdivision Regulations Code.

2. Approval of a Final Plat of Subdivision in accordance with Section 11-3-5 of the Subdivision Regulations Code.

3. Approval of the following Variations from the Glen Ellyn Subdivision Regulations Code.

   a. Section 11-4-2(A) to allow lots within the subdivision to not meet the minimum design standards for the R2 Residential Zoning District in which they are located.

   b. Section 11-4-2(D) to allow a corner lot to not meet the minimum corner lot width requirement of the zoning district in which it is located.

   c. Section 11-4-7(A) to allow sidewalks to be installed along the north side of Hill Avenue only, as opposed to installation on the north and south sides of Hill Avenue.

4. Approval of the following Variations from the Glen Ellyn Zoning Code in accordance with Section 10-10-12:

   a. Section 10-4-8(D)9 to allow Lot 1 to have a lot depth of 108.79 feet in lieu of the 110 feet required.

   b. Section 10-4-8(D)2 to allow Lots 1-3 to have a rear yard setback of 30 feet in lieu of the 40

feet that is required.

c. Section 10-4-8(D)2 to allow Lot 4 to have a rear yard setback of 35 feet in lieu of the 40 feet that is required.

d. Section 10-4-8(D)4 to allow Lot 7 to have a corner side yard setback of 20 feet in lieu of the 30 feet that is required.

e. Section 10-4-8(D)8(b) to allow Lot 7 to have a lot width of 72.3 feet in lieu of the 80 feet that is required.

f. Section 10-4-8(E)1 to allow Lots 1-7 to have a maximum lot coverage ratio of 23% in lieu of the maximum 20% permitted.

all to allow the construction of a 7-lot single-family residential development on the property; and

Whereas, the subject properties are located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue, northwest of the Glen Oak Country Club in the R2 Residential District and are legally described as follows:

982-992 HILL AVENUE:
PARCEL 1: THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST 14.66 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREE EAST 5.32 CHAINS TO THE CENTER OF THE ROAD; THENCE NORTH 48 DEGREES EAST, ALONG CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11, AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN CLEN OAK SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8, AND 7 IN SAID GLEN OAK SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION TO A POINT ON THE CENTER LINE OF HILL AVENUE

WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY ILLINOIS.

P.I.N.: 05-12-315-008

Whereas, following due and proper publication of notice in The Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and following written notice to all property owners within 250 feet, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on November 4, 2021 at which hearing the petitioner presented evidence and testimony in support of the requests, at which hearing one (1) person spoke against the development and raised concerns about the removal of trees from the site, and the encroachment of the development on the neighborhood; and at which hearing, two (2) people spoke in favor of the development citing a need for this type of development in the Village; and at which hearing, two (2) people spoke neither in favor or against the development, but had general questions; and

Whereas, after having considered the evidence presented, including the exhibits and materials submitted, the Plan Commission made its findings and recommendations and by a vote of five (5) "yes" and zero (0) "no", the Plan Commission unanimously recommended approval of the requests with conditions as set forth in the November 4, 2021 minutes of the Plan Commission, a copy of which is attached hereto as Exhibit A; and

Whereas, the Village President and Board of Trustees have reviewed the evidence, exhibits, and materials presented at the public hearing of the Plan Commission and have considered the findings and recommendations of the Plan Commission and hereby make the following findings of fact in regard to the requests;

A. In regard to the request for approval of the Preliminary and Final Plats of Subdivision to allow a 7-lot single-family home development on the subject property, in accordance with 11-3-10 of the Subdivision Regulations Code, the Village Board finds:

1. The proposed subdivision conforms with the provisions set forth in the Glen Ellyn Subdivision Regulations Code, Ordinance No. 5334, as amended, including the rules and regulations referenced in Section 11-4-1 excepting any requested variations.

2. Definite provision has been made for a water supply system that is sufficient in terms of quantity, dependability, and quality to provide an appropriate supply of water for the type of subdivision proposed as the proposed subdivision will be served with public water through the Glen Ellyn water system available in the Hill Avenue right-of-way adjacent to the subject property.

3. A public sewage system is proposed that will comply with federal, state, and local laws and regulations. The main will be extended from the intersection of Cumnor and Hill Avenue to the eastern limit of the subdivision, and will serve all lots within the subdivision.

4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precaution have been identified by the Subdivider and the proposed uses of these areas are compatible with such conditions. No special management areas, soil or topographical conditions have been found or identified within the subject property which require special precautions be taken. In the event any such condition is subsequently identified, all necessary and appropriate precautions will be implemented by the applicant with respect thereto.

5. The proposed subdivision will not be detrimental to the public health, safety and welfare as it is consistent with the existing zoning and surrounding uses. Current Code requirements of the Village pertaining to public utilities, infrastructure and buildings will be utilized to create a safe and attractive environment for single-family residential occupations. As a result, the proposed subdivision will enhance the neighborhood, provide additional tax revenues to the Village and will not be detrimental to the public health, safety and welfare.

6. The proposed development at full occupancy will not result in or increase traffic on an arterial or collector street to such an extent that the street does not function at a level of service deemed acceptable to the Village. The seven single-family home lots contained in the proposed subdivision will generate minimal traffic at a volume which will have no negative impact upon the existing street system. The capacity of Hill Avenue is sufficient to accept the additional traffic generated by the proposed subdivision and the existing levels of service of said streets will not be negatively impacted.

B. In regard to the request for approval of Subdivision Regulations Code Variations and in accordance with Section 11-3-11(C) of the Glen Ellyn Subdivision Regulations Code, the Village Board finds:

   1. The granting of the variances will not be detrimental to the public safety, health, or welfare

or injurious to other property or improvements. The requested variations will not diminish the functional objectives of the standards from which the variances are sought. The requested variations from the R2 District regulations are due to the unique trapezoidal shape that makes it difficult to meet the Code requirements and still provide a comfortable single-family home that does not decrease property values in comparison to the adjacent neighborhood. The variation to allow the sidewalk not to be installed along the south side of Hill Avenue is due to the significant earth excavation and work that would be required on the adjacent property, as well as that the resulting sidewalk would be one segment across the street from the subdivision that does not connect to any other sidewalks.

2. The conditions upon which the requests are based are unique to the property for which the relief is sought, create substantial difficulty in developing the property and are not generally applicable to other property. The subject property presents an infill parcel with fixed dimensions and a trapezoidal shape, and a drop in slope across that lot which makes it difficult to adhere to the strict requirements of the Village's Codes and provide a comfortable home meeting today's market demands.

3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out. Since homes are only proposed on one side of the street with three roadways surrounding the site requiring improvements, a minimum of 7-Lots would be needed to bear the cost of the required public improvements. Due to the shape of the lot some of the minimum dimensions required cannot be met. Installation of sidewalk across the street from the subdivision on Hill Avenue would not create a public benefit.

C. In regard to the **supplemental findings** for the Subdivision Variations and in accordance with Section 11-3-11(D) of the Subdivision Regulations Code:

1. The variations if granted will not alter the essential character of the locality but rather are intended to protect the essential character of the locality and to allow for the extension of public infrastructure in a safe and effective manner.

2. The purpose of the variations is not based exclusively upon a desire to make more money out of the property. The requested variations are driven by the objective of meeting the demands of the physical limitations of the property.

3. The requested variations will not diminish or impair property values within the neighborhood and will facilitate the development of the subject property in a manner consistent and compatible with the adjacent properties and the neighborhood.

4. The requested variations will not unduly increase traffic congestion on the public streets as the proposed seven lots will generate minimal traffic and will not overload the existing capacity of local streets.

5. None of the requested subdivision variations should result in an increase in public expenditures beyond those normally associated with servicing residential dwellings.

D. In regard to the request for approval of Zoning Variations and in accordance with Section 10-10-12(C) of the Zoning Code, the Village Board finds:

1. The requested variations will not alter the essential character of the locality because the single-family character of the area will be maintained. Each proposed lot will meet the minimum lot area required in the district. Minor variations are requested to accommodate the homes on a trapezoidal shaped property that tapers to the west.

2. The petitioner has demonstrated a practical difficulty and particular hardship as a result of adhering to the strict letter of the regulations of the Zoning Code. Due to the odd and narrowing shape of the overall subdivision, this lot is unable to conform to the standard zoning code requirements.

3. The plight of the owner is due to unique circumstances. The shape of the lot tapers to the west leaving less room to provide a functional home on the lot without the requested variations. Further, having homes on only one side of the street with three roadways around the subject property requiring improvement necessitates the number of homes required for a feasible development. These conditions are unique to the site.

4. The property in question cannot yield a reasonable return if permitted to be used under the conditions allowed by the Zoning Code, without one or more of the variations. Due to the shape of the property which tapers toward the west, Lots 1-4 cannot meet the required rear yard setback requirements. All 7 lots are needed to make the development financially feasible with the public improvements that are required for the development.

5. The granting of the variations will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. The variations, if granted, will facilitate the development of the subject property increasing desirable real estate and bringing more revenue to the Village. It will further facilitate the extension of the public utilities and repair of public streets where such improvements will be beneficial for other property owners in the area. The expansion of up-to-date public utilities and streets serves to improve and promote the public welfare and enhance the value of other properties in the area.

6. The requested variations will not impair an adequate supply of light and air to adjacent property as the subdivision plans include the removal of overgrown vegetation that will increase the light to the adjacent properties. The homes will not exceed the permitted height for the district.

7. The requested variations will not diminish or impact property values within the neighborhood as the variations would allow for single-family homes of similar size and value to adjacent lots to be constructed on the site, adding value to the neighborhood.

8. The requested variations will not substantially increase the hazard from fire or other dangers to said property or adjacent property. All homes will be constructed in accordance with Village Building Code requirements.

9. The requested variations will not unduly increase traffic congestion on the public streets and highways as the traffic generated by the proposed seven lot subdivision would be minimal.

10. The requested variations will not create a nuisance as they will allow for the construction of single-family homes. The proposed use is consistent with other adjacent property uses and with the Village Comprehensive Plan for the area.

11. The requested variations will not result in an increase in public expenditures. The proposed subdivision will provide enhanced assessed valuation for the subject property and greater tax revenue for the Village.

Whereas, the President and Board of Trustees have determined that granting the requested Zoning Variations is consistent with the goals of the Glen Ellyn Zoning Code and that approving the Preliminary and Final Plats of Subdivision and Subdivision Variations is consistent with the goals of the Glen Ellyn Subdivision Regulations Code and in the best interests of the Village of Glen Ellyn.

Now, Therefore, Be It Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The Plan Commission meeting minutes, dated November 4, 2021 Exhibit "A" attached hereto, and the findings and recommendations set forth therein and in the preambles above are hereby adopted as the findings of the Village President and Board of Trustees based upon their review of the evidence, exhibits, and materials presented at the public hearing of the Plan Commission.

Section Two: Based upon the findings and recommendations of the Plan Commission, as adopted herein, and the findings and conclusions set forth in the preambles above, the Village President and Board of Trustees hereby grant approval of the Preliminary and Final Plats of Subdivision, Subdivision Variations and the Zoning Variations to allow the construction of a 7-lot single-family residential development to be called Glen Estates Subdivision.

Section Three: This grant of approval of the Preliminary and Final Plats of Subdivision, Subdivision Variations and the Zoning Variations is subject to the following conditions:

A. Construction of the subject development shall be in substantial conformance with the testimony presented at the November 4, 2021 public hearing before the Plan Commission, including the

following plans and documents referenced below, all of which are incorporated into this Ordinance as though they were attached hereto:

1. Petitioner's Application Packet, including the following materials:

    a. Narrative Statement/Cover Letter dated 04/23/2021

    b. Preliminary Major Subdivision Application stamped received on 05/06/2021

    c. Final Major Subdivision Application stamped received on 10/01/2020

    d. Petition for Subdivision Variations stamped received on 01/06/2021

    e. Application for Zoning Variations stamped received on 05/06/2021

    f. Preliminary Plat of Subdivision prepared by Engineering Resource Associates, last revised 02/25/2021 – attached hereto as Exhibit "B"

    g. Final Plat of Subdivision prepared by Engineering Resource Associates, last revised 02/23/2021 - attached hereto as Exhibit "C"

    h. Final Engineering Plans, all prepared by Engineering Resource Associates, and last revised on 08/20/2021 – attached hereto as Group Exhibit "D" including:

        1. Cover, Sheet C-1.0

        2. General Notes, Sheet C-2.0

        3. Maintenance of Traffic Control, Sheet C-3.0

        4. Existing Conditions Plan, Sheet C-4.0

        5. Demolition Plan, Sheet C-5.0

        6. Geometry Plan, Sheets C-6.0 and C-6.1

        7. Grading Plan, Sheet C-7.0

        8. Utility Plan and Sanitary Main Profile, Sheets C-8.0 and C-8.1

        9. Typical Sections, Sheets C-9.0 and C-9.1

        10. Roadway, Utility and Sidewalk Plan and Profiles, Sheets C-10.0 through C-10.3

        11. Intersection details, Sheets C-11.0 and C-11.1

        12. Erosion Control Plan, SWPPP & Details, Sheets C-12.0 through C-12.2

        13. Construction Details, Sheets C-13.0 through C-13.2

        14. Roadway Cross Sections, Sheets C-14.0 and C-14.1

i. Stormwater Report, prepared by Engineering Resource Associates, last revised on 06/14/2021, attached hereto as Exhibit "G"

j. Planting Maintenance and Monitoring Narrative, prepared by Engineering Resource Associates, last revised on 06/22/2021, attached hereto as Exhibit "H"

k. Engineer's Opinion of Probable Cost for Public Improvements, prepared by Engineering Resource Associates, last revised on 04/26/2021

l. Landscape Plan, prepared by Engineering Resource Associates, last revised on 06/14/2021, attached hereto as Exhibit "E"

m. Sightline Exhibits, Sheets EX9 – EX22, prepared by Engineering Resource Associates, last revised on 02/26/2021

n. The Declaration of Covenants and Restrictions for Glen Estates Subdivision, no date, attached hereto as Exhibit "F"

and these plans and documents shall be filed with and made part of the permanent records of the Glen Ellyn Community Development Department.

B. Prior to issuance of a building permit for each home, the developer shall pay the Village Developer Donations, to be dispersed to Village taxing bodies.

C. That the Final Plat of Subdivision be recorded prior to the issuance of a building permit.

D. That the developer must post a letter of credit as performance security prior to the issuance of a building permit, as required by the Subdivision Regulations Code and the DuPage County stormwater ordinance for stormwater management elements and public improvements.

E. That the petitioner prepare a construction management plan for review at a pre-construction meeting with the Police, Fire, Public Works, and Community Development Departments and that said Village staff approve the construction management plan prior to the issuance of a building permit.

F. Developer shall submit a tree preservation plan prior to receiving a building permit and perform construction in a manner which saves and preserves as many significant trees and tree roots in the subdivision as possible.

Section Four: The Building and Zoning Official is hereby authorized to issue all necessary building, and occupancy permits pursuant to the Preliminary and Final Plats of Subdivision, Subdivision Variations, and Zoning Variations granted herein provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other applicable laws and ordinances of the

Village of Glen Ellyn. This grant of approval shall expire and become null and void within 24 months of the date of this Ordinance unless building permits to begin construction in reliance on said approvals are applied for within said time period, provided, however, the Village Board by motion may extend the period during which permit application, construction and completion shall take place and may waive or modify any conditions set forth in this Ordinance without requiring that the matter return for a public hearing.

Section Five: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Six: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 10-10-18(A) and (B) of the Village of Glen Ellyn Zoning Code.

Section Seven: The Village Clerk is hereby authorized to record this Ordinance along with the Plats of Subdivision approved herein with the DuPage County Recorder.

Section Eight: The privileges, obligations, and provisions of each and every section of this Ordinance shall be binding on GE Hill Avenue Properties, LLC, on any and all of their successors and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the subject property.

Section Nine: The foregoing recitals are incorporated as though fully set forth in this Section Nine.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this 26th day of September, 2022.

	Ayes		Nays		Absent
Fasules					X
Gould			X		
Thompson	X				
Kalinich	X				
Payne	X				
Christiansen	X				
Senak					

Approved by the Village President of the Village of Glen Ellyn, Illinois this 26th day of September, 2022.

Village President

Attest:

Penni Cannon

Village Clerk, Deputy

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the 27th day of September, 2022.)

EXHIBIT A

DRAFT MINUTES
REGULAR PLAN COMMISSION MEETING
November 4, 2021

Call to Order and Roll Call

After asking all meeting participants to wear masks in accordance with Covid-19 pandemic requirements, Chairperson Tim Loftus called the meeting to order at 7:03 p.m. Chairperson Loftus and Plan Commissioners, Lloyd Berry, Angela Fanella, Mohammed Saeed and Jamie Vondruska were present; and Commissioners Laura Brown, Matt Halkyard and Peter Cooper absent. Chairperson Loftus explained the Plan Commission's advisory role and function, and reviewed the public hearing procedures including public comment protocol, and said proceedings would be recorded. He introduced Village Board Trustee Liaison Steve Thompson, Planning Manager Kelly Purvis, Associate Planner Taylor Gendel, Senior Civil Engineer Amy McKenna and Recording Secretary Barb Dutton.

Public Comment Non-Agenda Items

There was no public comment pertaining to non-agenda items.

Approval of Plan Commission Meeting Minutes

Commissioner Fanella moved to approve the draft minutes of the October 7, 2021 Plan Commission meeting; seconded by Commissioner Berry, the motion passed by voice vote.

Commissioner Fanella moved to approve the draft minutes of the October 14, 2021 Plan Commission meeting; seconded by Commissioner Berry, the motion passed by voice vote.

Public Hearing – 982-992 Hill Avenue – Patrick J. Murphy Major Subdivision request

A motion by Commissioner Fanella and seconded by Commissioner Vondruska to open the Public Hearing passed by voice vote.

Staff Introduction

Sworn in, Planning Manager Kelly Purvis, 535 Duane St., Glen Ellyn, stated that the Petitioner, Patrick J. Murphy of GE Hill Avenue Properties LLC, is the owner of the subject property. Mr. Murphy had proposed to the Plan Commission an eight-lot subdivision in March 2020, she continued, but is now proposing a seven-lot subdivision, reducing by three the number of variations previously sought. The Commission, related Planning Manager Purvis, is to consider Preliminary and Final Plats of Subdivision, and to allow lots within the subdivision to not meet the requirements of the R2 Zoning District. The Petitioner, she said, is looking to have a corner lot to not meet the minimum corner lot width, and sidewalks to be installed along the north side of Hill Avenue only. Additionally, she summarized, the Petitioner is requesting six variations from the Zoning Code to allow Lots 1-4 to have rear yard setback variations; Lot 7 to have corner side yard setback and lot width variations. She said the Petitioner is a lot coverage ratio (LCR) of 23 percent for all the lots in lieu of the 20 percent permitted.

The subject property, stated Planning Manager Purvis, is located on the north side of Hill Avenue between Cumnor and Golf, just northwest of Glen Oak Country Club, and is surrounded by land zoned for single-family residential, conservation-parking, and conservation-recreation uses. The wooded site, which has a 23-ft. drop in grade, is currently vacant, she said. Because a peak in Hill Avenue makes for site-line issues, redevelopment calls for lowering the profile of the street, she explained, adding that a review of the site-line analysis submitted by the developer has indicated that the proposed plan would be acceptable. The proposed subdivision complies with minimum lot area requirements, she said, however the developer is seeking approval of variations to allow Lot 1 to have a lot depth of 108.79 feet in lieu of the 110 feet required; Lot 7 to have a lot width of 72.3 feet in lieu of the 80 feet that is required; Lots 1-3 to have a rear yard setback of 30 feet in lieu of the 40 feet that is required; Lot 4 to have a rear yard setback of 35 feet in lieu of the 40 feet that is required; Lot 7 to have a corner side yard setback of 20 feet in lieu of the 30 feet that is required; and Lots 1-7 to have a maximum lot coverage ratio (LCR) of 23 percent.

In reviewing public improvements, Planning Manager Purvis stated that sidewalks would be installed on the east side of Cumnor, the north side of Hill and on and the west side of Golf. A variation from Code is needed for to not install sidewalk on the south side of Hill, she continued, stating that Staff is in support of this. Parkway trees would be planted and street lights installed, she added. The Subdivision, stated Ms. Purvis, would be served by Village water and sanitary sewer (noting that the sewer main would need to be extended from Cumnor Avenue to Lot 7 to serve the development). A storm-water detention basin is proposed, she said, explaining that a homeowners association would be established to maintain it. Utility wires will be placed underground, and portions of Golf and Cumnor reconstructed with asphalt curb and gutter (Hill will have concrete curb and gutter) she said. The demolition plan submitted, she noted, specifies all trees on the site to be removed. Ms. Purvis concluded her presentation by saying that Staff recommends two conditions for approval.

Chairperson Loftus asked if the original, six-lot annexation agreement has to go before the Village Board approval to be modified for seven lots, to which Ms. Purvis replied affirmatively. The Chair then wondered whether, if the Board didn't approve this, the project would not go through if the Plan Commission approves the seven-lot plan. Ms. Purvis said this is correct. Chairperson Loftus asked if there are any storm water easements on individual lots. Sworn in, Amy McKenna, project manager, Hampton, Lenzini and Renwick, 380 Shepard Drive, Elgin, Ill., said that there are storm water easements along the lot that has the retention basin, and that swales run through the rear yards and side property lines. Chairperson Loftus asked if the plan would restrict homeowner improvement plans. Ms. McKenna said that construction is generally not allowed on a storm water easement, and that homeowners wouldn't be allowed to build on the back 15 feet of the property.

Commissioner Vondruska asked who is to pay for lowering the profile of Hill Avenue. Planning Manager Purvis stated that the cost would be shared between the Village and the developer, as outlined in the 2006 annexation agreement. Commissioner Vondruska asked how the change would affect Glen Oak Country Club, to which Ms. McKenna replied that the profile of the road will have a crown, and curb and cutter, with drainage intercepted by the curb and not flowing over.

Chairperson Loftus asked if there are any pictures of the homes proposed. Planning Manager Purvis said that while the homes are being called 1 ½ story, for Village purposes (i.e., LCR) they are considered two-story. The homes are to be custom-built, she indicated, so buyers will decide floor plans and style. Commissioner Fanella asked for confirmation that all lots comply with the minimum area required by Code, to which Planning Manager Purvis responded affirmatively.

Petitioner's Presentation

Representing the applicant, Jon Green, Engineering Resource Associates, 3S701 West Avenue, Warrenville, Ill., was sworn in. Mr. Green, a civil engineer, stated that Petitioner Patrick J. Murphy has owned the subject property since approximately 2014, and at the time of the conceptual review hearing, had shared with neighbors the vision for the property. Mr. Green explained that, unlike the eight-lot concept earlier deliberated, the current, seven-lot plan presents an LCR of 23 percent with no deviations/variations on lot size. He identified road characteristics, topographic relief and lot geometry challenges. Because the site is only about 105 feet deep at its westerly side, he said, the lot areas have been "spread out" to make them comparable/compatible from a house size standpoint. He stated that a hardship is requested due to the property's "triple frontage" necessitating improvements not only to Hill Avenue, but to Golf and Cumnor.

Mr. Green stated that market research points to a demand for first-floor master bedrooms – a "luxury," he contended, not afforded by a traditional "in-town" lot. He said the proposed project "kind of completes this stretch of Hill Avenue," and stated that it would provide full, safe access for pedestrians, and bring all of the perimeter streets to the current Village standards. He added that the landscaped detention pond would provide a natural cleansing system and that its associated open space would be an amenity. Mr. Green asserted that the project would offer tax benefits to the School and Park Districts and to the Village, appeal to "empty nesters" looking to downsize, and be "a top-notch product."

Commissioner Questions

Chairperson Loftus asked why, if the homes are to be custom built and design requirements aren't known in advance, the site needs to be clear cut. Mr. Green responded that (while sample footprints are outlined) the builder will have to over-dig to accommodate driveways and utilities and manipulate grades for safety/drainage. He offered the assurance that each house will have a "nice landscaping package" and street trees that meet arborist specs will be plant. Chairperson Loftus observed that, regardless, the plan represents a net loss of 109 trees, to which Mr. Green noted that the tree preservation ordinance doesn't penalize for reasonable development, and execution will fully comply with arborist requirements. Mr. Loftus suggested some creativity might be applied to save trees. Mr. Green contended that with the present density of the site trees compete for sunlight and oxygen.

Commissioner Saeed asked whether, with a 23-ft. drop in elevation, development would entail a cut-and-fill approach. Mr. Green explained that most driveways would be on the high side of lots and that dwellings could have lower window wells, and said that the slope is only happening within the side yards. He stated that each house will step down 2 or 3 feet, and that terrain will be flat between them for safe drainage. Commissioner Saeed asked if roof level would be down. Mr. Green stated that they would comply with the maximum permitted by Code. Commissioner Saeed asked if the retention pond

retain water all year round. Mr. Green replied that only 6 or 8 inches of water in the water would be in the basin all year, and will contain plants that promote drainage. During "flood stage," he explained, the basin is expected to fill to the top for only one to three days until it drains naturally. Commissioner Saeed asked if a fence will be installed around the basin. Mr. Green said, no, because the plan meets county safety requirements, and suggested that the pond area would appear "park like" with a "gentle, rolling slope." Commissioner Fanella asked why in 2020 the subdivision concept did not feature an out lot. Mr. Green stated that the vision planned to address development differently, and was to include individual, underground dry wells that would retain water on each lot. The Commissioner asked the reason for the change. Mr. Green said the altered design stemmed from working with the Village's senior engineer, and the real estate allows this solution.

Observing that the builder's website features homes that are larger in size, Commissioner Berry asked if the design features of the subject property would resemble these. Mr. Green responded that the larger homes are generally on 150-ft.-wide lots, so the dwellings for the proposed subdivision might reflect the French Provincial style, presenting a steeper roofline profile while conforming to the LCR restrictions.

Patrick J. Murphy, 1N712 Bob-O-Link Drive, Winfield, Ill., was sworn in. He stated that the proposed homes will be custom-built and that each lot will have an architect and the layout will not be "cookie cutter." As to the out lot, he explained that subdivision configuration change came in at the "11th hour," reducing the homes from eight to seven lots, so a detention pond was required. Accommodating this addition "squeezed" the lots down some, hence, the reason for the variation request. Chairperson Loftus asked if the unit at the Golf end would have a Golf or Hill address, to which Mr. Murphy responded that he expects that all the houses will have a Hill Avenue address.

Expressing that she was comfortable with the LCR, Commissioner Fanella asked if the Petitioner was comfortable foregoing front porches attached garages. Mr. Green stated that the flexibility of having open air porches would be an amenity for the streetscape. Mr. Murphy said he thinks detached garages "doesn't work right" with the grade, and that "viewing the golf course is a must." And, although he is unsure yet of homeowner preferences, he values the flexibility a porch option offers.

Chairperson Loftus asked why, when in March 2020 the Petitioner was going to come in with a six-lot subdivision, the concept was changed to eight, then seven. Mr. Green cited economics, giving as an example the need to reconstruct Hill Avenue, and saying that the costs of construction have changed. Mr. Murphy related that the Petitioner started with six, priced it out, wanted to go to eight, and then reduced to seven with the detention pond. He stated that the cost to develop six "just doesn't work."

According to Planning Manager Purvis, who listed bonuses outlined, the front porch bonus affords a 22 percent LCR and a garage bonus allows for an additional 2 percent, by right. Remarking that detached garages are infeasible for the configuration proposed, Commissioner Vondruska said he thinks that idea is "kind of off the table." Mr. Green replied that the Petitioner would be shooting themselves in the foot by removing the porch bonus, saying that the site, with its proximity to the golf course, is "the right location to have porches." Ms. Purvis clarified that the additional 2 percent of bonus brings the LCR total to 25 percent, and suggested that restricting the ability to build detached garages on the property could be a condition of approval.

Public Comment

Planning Manager Purvis read into the record the following:

Pete Ladesic, 615 Scott Ave., Glen Ellyn: *"Dear Plan Commission members. As a long time resident and property developer in the community I can say that we sorely need some developments like the one being proposed this evening. Over the years I have met many residents who would like to stay in Glen Ellyn and live in a smaller single family ranch style homes on more compact lots and this development would meet that need. Many of the variations requested would not be necessary if we had a separate zoning class for these more compact types of developments. Prior Village Boards had discussed such a need for these types of developments but for many reasons it was never executed. Thank you for taking a moment to read this and for your service to our village Sincerely, Pete Ladesic."*

Sworn in, Terry Lind, 21W451 Fairway, asked if the Petitioner intends to install a fence. After Petitioner Murphy replied, "No," she asked who she needs to talk to about getting Golf Avenue redone. Planning Manager Purvis explained the piece of roadway of concern is unincorporated, so not under Village jurisdiction (but rather County or Township). Chairperson Loftus wondered what interaction between would be required for inter-jurisdiction action. Ms. Purvis was unsure. Ms. Lind recalls an intergovernmental agreement being put in place. Community Development Director Staci Springer, 535 Duane, was sworn in. She explained that when a portion of the Country Club was annexed, the Village took in an adjacent right of way: the east side of Golf Avenue, and that such a segment is not probably not programmed into the Village's Capital Improvement Plan (CIP), so encouraged the commenter to reach out to the Village Engineer to see about getting into a future CIP. Ms. Springer said the Village assesses usage in determining priorities.

Sworn in, Mark Susmark, 21W478 Fairway, stated that he has lived in the neighborhood for 41 years, and during that time has been encroached on. He described the wooded neighborhood was a "quiet conservation area," and expressing concern for wild life in the area, said he doesn't want to see "critters chased out." He added that he can't see the benefit to the Village of taking a small piece of property, fearing the hamlet is being turned into "just another subdivision with crammed-in homes." He stated that the Country Club serves as a needed flood plan. He wondered if for seven homes the community is giving up green space and privacy. "What's the benefit?" he asked.

Sworn in, Terran Salbego, 21W471 Fairway Ave., expressed concern about clear cutting the subject site without homes ready for purchase, and inquired about the schedule for these activities. He also wondered if adjustments would need to be made to his property, on which a shed had been built, to accommodate drainage.

Sworn in, Dennis Hogan, 459 Longfellow Ave., Glen Ellyn, said he is looking forward to the proposed development, calling it a "great concept." Saying that the property could have become a parking lot or a development of tract homes, he pronounced the vision presented as "good for Glen Ellyn." He stated that he is a member of Glen Oak Country Club, and that the members love the idea presented.

In response to Chairperson Loftus asking about any impact on the aforementioned shed (on unincorporated property), Planning Manager Purvis stated that relative to this project, the Village

wouldn't require any improvements on anyone else' property. With regard to the drainage pattern, Amy McKenna stated there would be no intention to impact that shed.

Concerning the timing of development activities, Mr. Murphy said he would have loved to have started the project about a year ago. He stated that upon approval, the Petitioner is "ready to roll," and that he hopes to have the project done in two years. He indicated that the market is hot and reported having buyers.

Mr. Green described a phasing approach for earthwork, which he said is constrained by topography, prompting road work at the outset. Phase I, he said, would be clearing trees in the front half of the lots, prior to the utilities and pond being installed. He expects trees would be left in the backyards since individual home designs will determine landscape plan. Commissioner Fanella pointed out that a developer can't clear cut until a subdivision plan is approved.

Motion to Close the Public Hearing

Commissioner Berry, seconded by Commissioner Saeed, moved to close the Public Hearing. The motion passed by voice vote.

Commissioner Discussion

Commissioner Fanella said she appreciates the reduced-lot plan and the improved LCR, and believes the development will be an improvement to the neighborhood, despite the potential regrettable loss of trees. She acknowledged the hardship associated with the parcel, as well as voiced a desire to prohibit detached garages. Expressing agreement, Commissioner Vondruska said "these types of homes are something people are asking for." He said he is "overall supportive," but would like to see as many trees saved as possible. Recognizing a need for housing, Commissioner Saeed he is in support of the project in spite of the variances requested. Commissioner Berry said that he is "definitely in support" of the project, calling it "a nice opportunity to create new product in the market and finish out that strip." He added that despite the tight lots, he doesn't feel the Commission is making a big exception here, and called the quality of workmanship demonstrated by the developer "outstanding."

Expressing that he is "on the fence" about the proposed project, Chairperson Loftus pointed to the difference in density from that of adjoining neighbors. He said while the proposed is compatible with development on Country Club Lane, it is incompatible with the unincorporated residences in terms of lot size and open space. Though he expressed concern about tree loss, he said he didn't see a lot of other options for developing the subject property. He said he could support the project with reservations, and with the caveat that all building be confined to the LCR as defined without detached garages. Commissioner Fanella said she didn't even know if detached garages are doable. Ms. McKenna explained that the equation assigning impervious surface renders detached garages infeasible. Commissioner Vondruska expressed admiration for the porch aesthetic.

Commissioner Fanella moved for the following:

After conducting a public hearing and deliberating on the requests of the petitioner, Patrick J. Murphy, for approval of Preliminary and Final Plats of Subdivision, Subdivision Regulations Code Variations and Zoning Code Variations all to allow the development of a 7-lot single-family subdivision known as Glen

Estates Subdivision to be located at 982-992 Hill Avenue in the R-2 Single Family Residential Zoning District, the Plan Commission hereby recommends approval based on the findings of fact in the petitioner's application packet, as discussed or amended at the Plan Commission public hearing on November 4, 2021, which are hereby incorporated into the Motion by reference as though fully set forth herein; a copy of which will be attached to the minutes of this meeting and kept on file as part of the permanent records of the Village. The Plan Commission makes this recommendation of approval with the following conditions:

1. That the project be constructed in substantial conformance with the plans and testimony presented at the Plan Commission public hearing and before the Village Board of Trustees; and
2. That the required impact fees for each home be paid prior to the issuance of a building permit for each home.

Seconded by Commissioner Berry, the motion carried 5-0 by roll call vote: Commissioners Fanella, Berry, Saeed and Vondruska and Chairperson Loftus all voted "yes."

Trustee's Report

Trustee Thompson reported that the Board was in the midst of reviewing budget items, and that he expects the Apex 400 variance to be on Monday night's meeting agenda. The Comprehensive Plan is being reviewed and debated, he continued, and related that the McKee House agreement passed. Outside street dining concluded November 1st, he said, but noted that sidewalk dining is still an option as conditions allow. Mr. Thompson reported that the Halloween parade was held, and that a Veteran's Day remembrance event is to be held at Lake Ellyn.

Chairman's Report

Chairperson Loftus reported that attempts are being made to schedule interviews for an additional Commission member.

Staff Report

Planning Manager Purvis introduced new Associate Planner Taylor Gandel. Ms. Purvis announced that Plan Commissioner training is being offered. She said there would be no additional meetings in November, but that one is scheduled for December to consider a 23-townhome subdivision.

Other Business

None.

Adjournment

Chairperson Loftus adjourned the meeting at 8:48 p.m. following a voice vote on a motion to adjourn by Commissioner Berry, seconded by Commissioner Fanella.

Respectfully submitted,

Barbara Dutton-Thomas
Recording Secretary

P.I.N.: 05-12-315-008

EXHIBIT B

PRELIMINARY PLAT OF SUBDIVISION

GLEN ESTATES

PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. I HEREBY DEDICATE FOR PUBLIC USE, THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES; AND I HEREBY ALSO RESERVE FOR THAT COMPANY OR COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OR OTHER CITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH BE ATTACHED HERETO. THIS IS TO CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREIN AND LOCALLY DESIGNED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT EACH OF THE SUBJECT LOTS LIE WHOLLY WITHIN SCHOOL DISTRICT 41, SCHOOL DISTRICT 87 AND DUPAGE COUNTY COMMUNITY COLLEGE DISTRICT 502.

_____
_____
_____
(ADDRESS)

DATED THIS ____ DAY OF _____ A.D. 20 _____

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D. 20____

_____
NOTARY PUBLIC

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL, AT WHEATON, DUPAGE

COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 20____

_____
COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20____

_____
VILLAGE COLLECTOR

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN,

DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____

SIGNED _____
PRESIDENT

ATTEST _____
CLERK

I, _____ VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT

ITS MEETING HELD ON _____ A.D. 20____ IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

_____
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____ 20____

SIGNED _____
CHAIRMAN

ATTEST _____
RECORDING SECRETARY

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS, DOMESTIC WATER AND SANITARY

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS CONCERNING PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, INSOFAR AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH.

I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS COVERING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER THE JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION.

I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20____

_____
VILLAGE ENGINEER

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM – EAST ZONE (NAD 83).
2. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
3. ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. LOTS 1-7 IN GLEN ESTATES ARE ZONED R-2 SINGLE FAMILY RESIDENTIAL.
7. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.
8. THE DRIVEWAY APRONS AND SIDEWALK WITHIN THE SUBJECT PROPERTY ACCUMULATE TO 8,716 S.F. OF IMPERVIOUS. THE NET DIFFERENCE OF IMPERVIOUS AREA BETWEEN THE EXISTING AND PROPOSED ROADWAY RESULTS IN AN INCREASE OF 1,346 SQUARE FEET. THESE AREAS HAS BEEN SUBTRACTED FROM THE ALLOWABLE 22,035 S.F. LEAVING 17,144 S.F. FOR THE 7 LOTS, RESULTING IN AN ALLOWABLE 2,463 SQUARE FEET MAXIMUM IMPERVIOUS ON EACH LOT.
9. STORM SEWERS ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNER ASSOCIATION, NOT THE VILLAGE OF GLEN ELLYN.

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVISION AND THAT SUCH SURFACE WATERS WILL NOT BE DIVERTED ON ADJACENT LAND OWNERS' PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____ DATED _____
OWNER

BY: _____ DATED _____
ILLINOIS PROFESSIONAL ENGINEER
NO. _____

DUPAGE COUNTY RECORDER'S CERTIFICATE

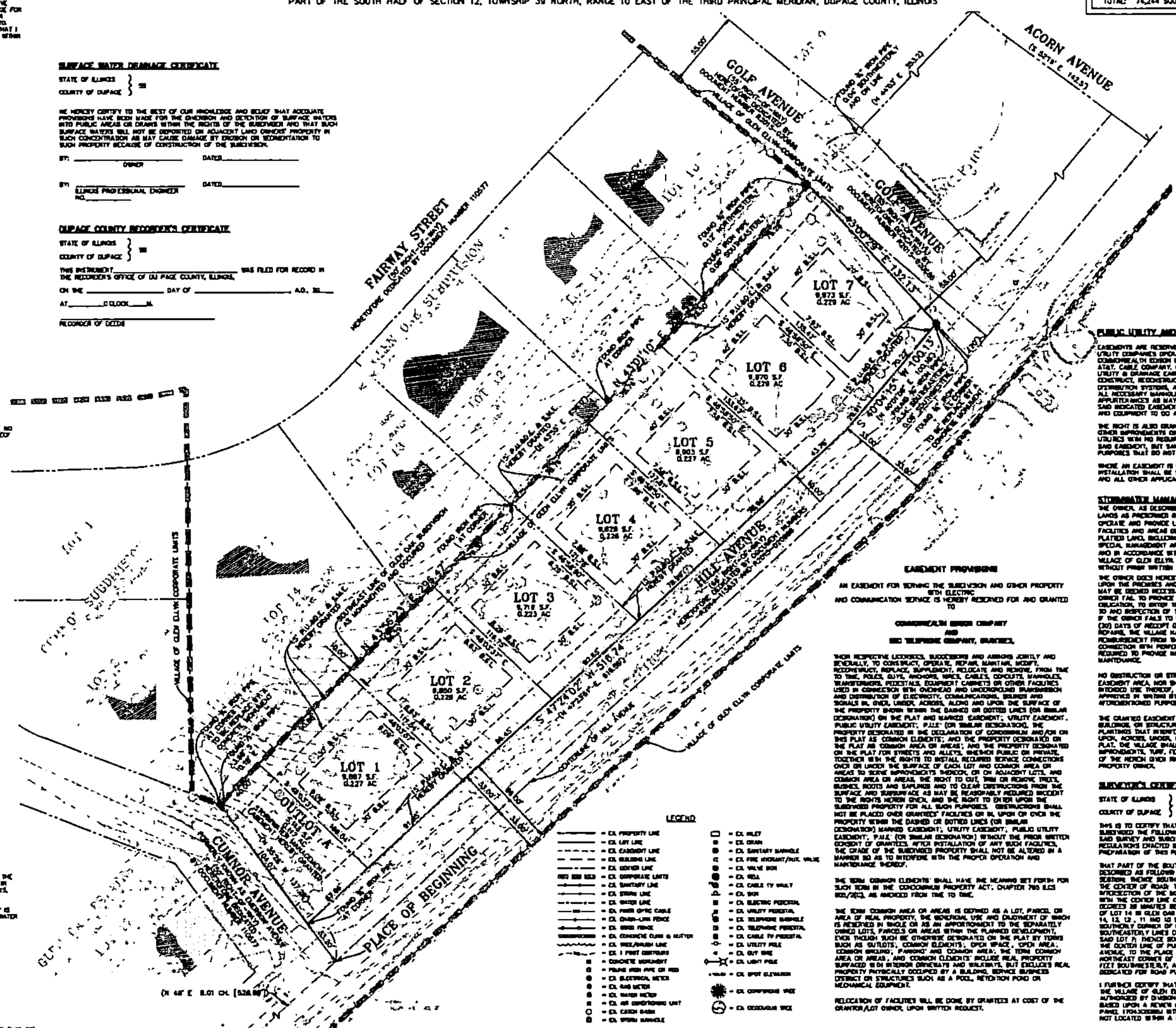
STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS,

ON THE _____ DAY OF _____ A.D., 20____

AT _____ O'CLOCK ____ M.

_____
RECORDER OF DEEDS



AREA SUMMARY

LOT 1:	9,867 SQUARE FEET	(0.227 ACRES±)
LOT 2:	9,850 SQUARE FEET	(0.226 ACRES±)
LOT 3:	9,718 SQUARE FEET	(0.223 ACRES±)
LOT 4	9,829 SQUARE FEET	(0.225 ACRES±)
LOT 5:	9,903 SQUARE FEET	(0.227 ACRES±)
LOT 6:	9,976 SQUARE FEET	(0.229 ACRES±)
LOT 7:	9,973 SQUARE FEET	(0.229 ACRES±)
OUTLOT A:	9,113 SQUARE FEET	(0.117 ACRES±)
TOTAL:	77,224 SQUARE FEET	(1.773 ACRES±)

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, ILLINOIS 60137

SCALE: 1"=40'

ABBREVIATIONS

A	ARC LENGTH
B.S.L.	BUILDING SETBACK LINE
CH	CHORD
DOC.	DOCUMENT
E	EAST
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
N	NORTH
P.U.&D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
R	RADIUS
R.O.W.	RIGHT OF WAY
S	SOUTH
S.M.E.	STORMWATER MANAGEMENT EASEMENT
W	WEST
(XXX.XX')	RECORD INFORMATION
[XXX.XX']	CALCULATED INFORMATION
XXX.XX	MEASURED INFORMATION

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GLEN ELLYN ("VILLAGE") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING BUT NOT LIMITED TO: COMMONWEALTH EDISON COMPANY, NICOR GAS COMPANY, BELL DUCK BELL, ILLINOIS BELL TELEPHONE COMPANY DBA AT&T, CABLE COMPANY, CABMCAST, AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL THE AREAS MARKED "PUBLIC UTILITY & DRAINAGE EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, SURVEY, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING WATER MAINS, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND EQUIPMENT AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID DESIGNATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, PLANTS, FORCES PAVEMENT OR OTHER IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SERVICES OR OTHER UTILITIES WITH NO REQUIREMENT TO RESTORE BY THE VILLAGE, NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED AT THE OWNER'S RISK FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

WHERE AN EASEMENT IS USED FOR BOTH VILLAGE MAINS AND SERVICES AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES, CODE, AND REGULATIONS OF THE VILLAGE OF GLEN ELLYN AND ALL OTHER APPLICABLE LAWS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

THE OWNER, AS DESCRIBED IN THE OWNER'S CERTIFICATE, AND ITS SUCCESSORS AND ASSIGNS (THE "OWNER") OF THE LANDS AS PROCEEDED BY THIS PLAT DOES HEREBY AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND PROVIDE LONG-TERM MAINTENANCE (THE "MAINTENANCE OBLIGATIONS") FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS DESCRIBED AND HEREON IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT" WITHIN THE PLATTED LANDS, INCLUDING BUT NOT LIMITED TO PERMEABLE PAVEMENT, DETENTION POWER, BIOSWALES, FLOODPLAINS, SPECIAL MANAGEMENT AREAS, STORM SEWER DRAINAGE DITCHES AND SWALE, AS OUTLINED IN THE STORMWATER REPORT AND IN ACCORDANCE WITH VILLAGE OF GLEN ELLYN'S ORDINANCES AND THE FINAL ENGINEERING PLANS APPROVED BY THE VILLAGE OF GLEN ELLYN. NO CHANGE TO GRADE, TOPOGRAPHY, OR STORMWATER MANAGEMENT AREAS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE.

THE OWNER DOES HEREBY RESERVE FOR AND GRANT TO THE VILLAGE OF GLEN ELLYN, A PERMANENT EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL, AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING AFOREMENTIONED MAINTENANCE OBLIGATIONS SHOULD THE OWNER FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATION, THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL, AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT AREAS. IF THE OWNER FAILS TO PERFORM ITS MAINTENANCE OBLIGATIONS WITH RESPECT TO SAID FACILITIES, AND AFTER THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE VILLAGE OF SAID FAILURE THE OWNER FAILS TO MAKE THE REQUIRED REPAIRS, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS AND TO SEEK REIMBURSEMENT FROM THE OWNER, AND/OR FILE A LIEN ON THE PROPERTY FOR THE COSTS INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE. IN AN EMERGENCY SITUATION, THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNER PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE.

NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED OVER SAID EASEMENT AREA, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT REASONABLY INTERFERE WITH THE VILLAGE'S INTENDED USE THEREOF, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF APPROVED BY THE VILLAGE OF GLEN ELLYN AND IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES.

THE GRANTED EASEMENT RIGHTS MAY BE PRIOR TO THE VILLAGE SHALL PROVIDE THE RIGHT TO THE VILLAGE TO REMOVE ANY FENCES, BUILDINGS OR STRUCTURES, AND TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS, OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OF, ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES. ON, OVER, ALONG, UNDER, OR THROUGH ANY DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT WITHIN THIS PLAT, THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, TURF, TREES, GARDENS, SHRUBS, OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINER LICENSED ILLINOIS LAND SURVEYOR NO. 035-003788, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY: AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.13 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST, 14.86 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREE EAST, 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST, ALONG THE CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF CHORNON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; FOR THE PLACE OF BEGINNING; THENCE NORTH 30 DEGREES 49 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF CHORNON AVENUE, 1,27.38 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 54 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG THE SOUTHEASTERLY LINE OF GOLF AVENUE, 636.5 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN GLEN OAK SUBDIVISION; THENCE NORTH 44 DEGREES 27 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 8, 6, AND 7 IN SAID GLEN OAK SUBDIVISION, 363.3 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 32 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE, 142.8 FEET TO THE CENTER LINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING. EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.6 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE, OF GOLF AVENUE EXTENDED. ALSO EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES BY DOCUMENT R2001-113637, ALL IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODE AS HEREINTOFORE AMENDED AND THAT BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL 17043C0308H WITH AN EFFECTIVE DATE OF AUGUST 1, 2014, IT IS MY OPINION THAT THE PROPERTY PLATTED HEREON IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS, THIS _____ DAY OF _____ A.D. 20____

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003788
LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2023

DATE OF FIELD SURVEY: APRIL 15, 2020
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

TIMOTHY B. MARTINER
3782
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WARRENVILLE, ILLINOIS

LEGEND

- EX. PROPERTY LINE
- EX. LOT LINE
- EX. EASEMENT LINE
- EX. BUILDING LINE
- EX. CENTER LINE
- EX. CORPORATE LIMITS
- EX. SANITARY LINE
- EX. STORM LINE
- EX. WATER LINE
- EX. PARK DIST. CABLE
- EX. CHAIN-LINK FENCE
- EX. WOOD FENCE
- EX. CONCRETE CURB & GUTTER
- EX. BIKE/PATH LINE
- EX. 1 FOOT CONTOURS
- EX. CONCRETE MONUMENT
- EX. FOUND IRON PIPE OR ROD
- EX. ELECTRICAL METER
- EX. GAS METER
- EX. WATER METER
- EX. AIR CONDITIONING UNIT
- EX. CATCH BASIN
- EX. STORM MANHOLE
- EX. INLET
- EX. DRAIN
- EX. SANITARY MANHOLE
- EX. FIRE HYDRANT/AUX. VALVE
- EX. VALVE BOX
- EX. WELL
- EX. CABLE TV VAULT
- EX. SIGN
- EX. ELECTRIC PEDESTAL
- EX. UTILITY PEDESTAL
- EX. TELEPHONE MANHOLE
- EX. TELEPHONE PEDESTAL
- EX. CABLE TV PEDESTAL
- EX. UTILITY POLE
- EX. GUY WIRE
- EX. LIGHT POLE
- EX. SPOT ELEVATION
- EX. CONIFEROUS TREE
- EX. DECIDUOUS TREE

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
SBC TELEPHONE COMPANY, INCORPORATED,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED EASEMENT; "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS COMMON ELEMENTS; AND THE PROPERTY DESIGNATED ON THE PLAT AS COMMON AREA OR AREAS; AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED EASEMENT; "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE CONDOMINIUM PROPERTY ACT, CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS OUTLOTS, COMMON ELEMENTS, OPEN SPACE, OPEN AREA, COMMON GROUND, PARKING AND COMMON AREA. THE TERM COMMON AREA OR AREAS, AND COMMON ELEMENTS INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

SOURCE BENCHMARK
DUPAGE COUNTY, ILLINOIS 2008 GEODETIC SURVEY MONUMENT #2104 LOCATED AT THE NORTHEAST CORNER OF THE "T" INTERSECTION OF WALNUT STREET AND TAYLOR AVENUE. STATION IS 40.0 FEET EAST OF THE CENTERLINE OF TAYLOR AVENUE AND 60.0 FEET NORTH OF THE CENTERLINE OF WALNUT STREET. MONUMENT IS A 3.5 INCH BRASS DISK SET ON TOP OF A CONCRETE RAILING BASE ON THE SOUTHEAST CORNER OF THE BRIDGE FOR THE ILLINOIS PRAIRIE PATH OVER TAYLOR AVENUE. 6.76 FEET ABOVE THE PRAIRIE PATH GRADE.

ELEV: 731.67 (NAVD 88)

SITE BENCHMARK (BM#1):
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY SIDE OF HILL AVENUE APPROXIMATELY 70 FEET EASTERLY OF PROJECT SITE.

ELEV: 724.08 (NAVD 88)

SITE BENCHMARK (BM#2):
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY SIDE OF HILL AVENUE APPROXIMATELY 64 FEET WESTERLY OF PROJECT SITE.

ELEV: 700.63 (NAVD 88)

FOR REVIEW ONLY

SCALE: 1"=40'
DATE: 07-25-2021
JOB NO: 150108
SHEET 1 OF 1

PRELIMINARY PLAT OF SUBDIVISION
GLEN ESTATES
GLEN ELLYN, ILLINOIS

PREPARED FOR:
PATRICK J. MURPHY BUILDERS

ENGINEERING RESOURCE ASSOCIATES
33701 WEST AVENUE, SUITE 150
GRAYSLAKE, ILLINOIS 60030
PHONE (630) 393-3060
FAX (630) 393-2183

I.O.S. ROYCEMORE PLAZA, SUITE 675
2455 GLEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6266
FAX (217) 355-1902

PHONE (312) 474-7841
FAX (312) 474-5099

DRAWN BY: CMB
CHECKED BY: TBM
APPROVED BY: TBM

Updated by: lmoke 8/16/2021

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P.I.N.: 05-12-315-006

EXHIBIT C

FINAL PLAT OF SUBDIVISION

GLEN ESTATES

PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, ILLINOIS 60137

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES; AND I HEREBY ALSO RESERVE FOR THAT COMPANY OR COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OR OTHER ENTITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON SHOW STANDARD FORM, WHICH IS ATTACHED HERETO. THIS IS TO CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREON AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT EACH OF THE SUBJECT LOTS LIE WHOLLY WITHIN SCHOOL DISTRICT 41, SCHOOL DISTRICT 87 AND DUPAGE COUNTY COMMUNITY COLLEGE DISTRICT 502.

_____
_____
_____
(ADDRESS)

DATED THIS _____ DAY OF _____, A.D. 20 _____

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____

_____
NOTARY PUBLIC

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE

COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

_____
COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE WHOLE OF LAND INCLUDED IN THE PLAT.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

_____
VILLAGE COLLECTOR

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN.

DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____

SIGNED _____
PRESIDENT

ATTEST _____
PRESIDENT CLERK

I, _____ VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT

ITS MEETING HELD ON _____, A.D. 20____, IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

_____
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____, 20____

SIGNED _____
CHAIRMAN

ATTEST _____
RECORDING SECRETARY

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS, DOMESTIC WATER AND SANITARY

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, INSOFAR AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH.

I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS COVERING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER THE JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION.

I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

_____
VILLAGE ENGINEER

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM – EAST ZONE (NAD 83).
2. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
3. ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. LOTS 1-7 IN GLEN ESTATES ARE ZONED R-2 SINGLE FAMILY RESIDENTIAL.
7. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.
8. THE DRIVEWAY APRONS AND SIDEWALK WITHIN THE SUBJECT PROPERTY ACCUMULATE TO 6,716 S.F. OF IMPERVIOUS. THE NET DIFFERENCE OF IMPERVIOUS AREA BETWEEN THE EXISTING AND PROPOSED BOUNDARY RESULTS IN AN INCREASE OF 1,340 SQUARE FEET. THESE AREAS HAS BEEN SUBTRACTED FROM THE ALLOWABLE 23,000 S.F. LEAVING 17,244 S.F. FOR THE 7 LOTS, RESULTING IN AN ALLOWABLE 2,463 SQUARE FEET MAXIMUM IMPERVIOUS ON EACH LOT.
9. STORM SEWERS ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNER ASSOCIATION, NOT THE VILLAGE OF GLEN ELLYN.

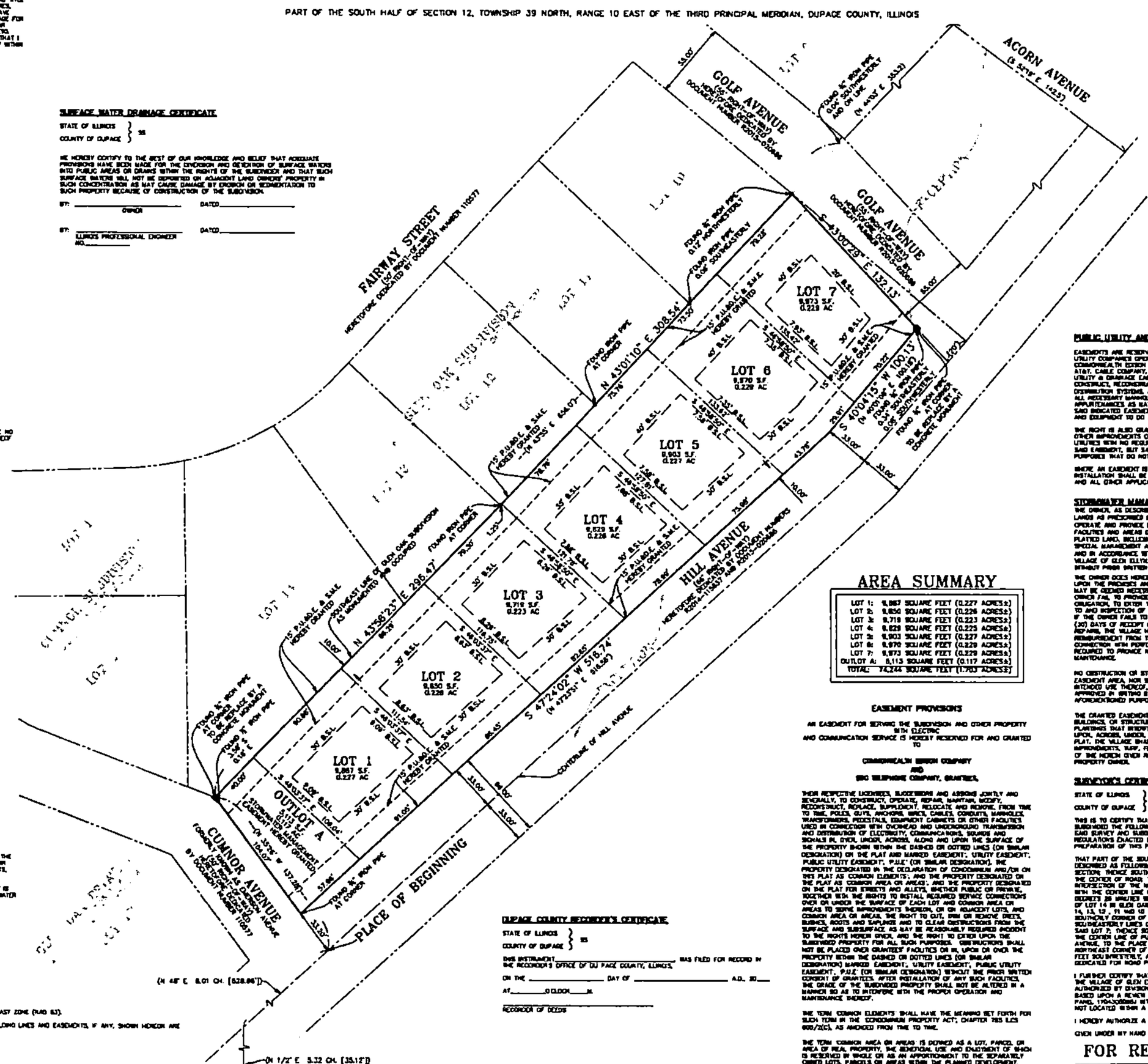
SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS' PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____ DATED _____
OWNER

BY: _____ DATED _____
ILLINOIS PROFESSIONAL ENGINEER
NO. _____



AREA SUMMARY

LOT 1:	9,867 SQUARE FEET (0.227 ACRES±)
LOT 2:	9,850 SQUARE FEET (0.226 ACRES±)
LOT 3:	9,718 SQUARE FEET (0.223 ACRES±)
LOT 4:	9,829 SQUARE FEET (0.225 ACRES±)
LOT 5:	9,903 SQUARE FEET (0.227 ACRES±)
LOT 6:	9,970 SQUARE FEET (0.229 ACRES±)
LOT 7:	9,973 SQUARE FEET (0.229 ACRES±)
OUTLOT A:	5,113 SQUARE FEET (0.117 ACRES±)
TOTAL:	74,244 SQUARE FEET (1.703 ACRES±)

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
SBC TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, ARCS, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED 'EASEMENT', 'UTILITY EASEMENT', 'PUBLIC UTILITY EASEMENT', 'PUE' (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS COMMON ELEMENTS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND EMBRANCH AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED 'EASEMENT', 'UTILITY EASEMENT', 'PUBLIC UTILITY EASEMENT', 'PUE' (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM 'COMMON ELEMENTS' SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE 'CONDOMINIUM PROPERTY ACT', CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM 'COMMON AREA OR AREAS' IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS OUTLOTS', 'COMMON ELEMENTS', 'OPEN SPACE', 'OPEN AREA', 'COMMON GROUND', 'PARKING' AND 'COMMON AREA'. THE TERM 'COMMON AREA OR AREAS', AND 'COMMON ELEMENTS' INCLUDE REAL PROPERTY SURFACED WITH INTERIOR SIDEWALKS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS,

ON THE _____ DAY OF _____ A.D. 20____

AT _____ O'CLOCK ____ M.

_____
RECORDER OF DEEDS

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GLEN ELLYN ("VILLAGE") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, NICOR GAS COMPANY, AND OTHER SBC TELEPHONE COMPANY DBA AT&T, CABLE COMPANY, CANDCAST, AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL THE AREAS MARKED 'PUBLIC UTILITY & DRAINAGE EASEMENT' ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, SURVEY, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING WATER MAINS, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL necessary MANHOLES, CATCH BASINS, CONTROLS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID DESIGNATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY VEHICLES AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, PLANTS, FENCES PAVEMENT OR OTHER IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES WITH NO REQUIREMENT TO RESTORE BY THE VILLAGE. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED AT THE OWNER'S RISK FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE APPROVED USES OR RIGHTS.

WHERE AN EASEMENT IS USED FOR BOTH VILLAGE MAINS AND SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES, CODE, AND REGULATIONS OF THE VILLAGE OF GLEN ELLYN AND ALL OTHER APPLICABLE LAWS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

THE OWNER, AS DESCRIBED IN THE OWNER'S CERTIFICATE, AND ITS SUCCESSORS AND ASSIGNS (THE 'OWNER') OF THE LANDS AS PRESCRIBED BY THIS PLAT DOES HEREBY AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND PROVIDE LONG-TERM MAINTENANCE (THE 'MAINTENANCE OBLIGATIONS') FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS DESCRIBED HEREIN AND HEREBY IDENTIFIED AS 'STORMWATER MANAGEMENT EASEMENT' WITHIN THE PLATTED LANDS, INCLUDING BUT NOT LIMITED TO PERMEABLE PAVEMENT, DETENTION PONDS, WETLANDS, FLOODPLAINS, SPECIAL MANAGEMENT AREAS, STORM SEWERS, DRAINAGE DITCHES AND SWALE, AS OUTLINED IN THE STORMWATER REPORT AND IN ACCORDANCE WITH VILLAGE OF GLEN ELLYN'S ORDINANCES AND THE FINAL ENGINEERING PLANS APPROVED BY THE VILLAGE OF GLEN ELLYN. NO CHANGE TO GRADE, TOPOGRAPHY, OR STORMWATER MANAGEMENT AREAS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE.

THE OWNER DOES HEREBY RESERVE FOR AND GRANT TO THE VILLAGE OF GLEN ELLYN, A PERMANENT EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING AFORementioned MAINTENANCE OBLIGATIONS SHOULD THE OWNER FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATION, THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT AREAS. IF THE OWNER FAILS TO PERFORM ITS MAINTENANCE OBLIGATIONS WITH RESPECT TO SAID FACILITIES, AND WITHIN THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE VILLAGE OF SAID FAILURE THE OWNER FAILS TO MAKE THE REQUIRED REPAIRS, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS AND TO SEEK REIMBURSEMENT FROM THE OWNER, AND/OR FILE A LIEN ON THE PROPERTY FOR THE COSTS INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE. IN AN EMERGENCY SITUATION, THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNER PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE.

NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED OVER SAID EASEMENT AREA. NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT REASONABLY INTERFERE WITH THE VILLAGE'S RIGHTS HEREUNDER, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF APPROVED IN WRITING BY THE VILLAGE OF GLEN ELLYN AND IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFORENTIONED PURPOSES.

THE GRANTED EASEMENT RIGHTS TO THE VILLAGE SHALL PROVIDE THE RIGHT TO THE VILLAGE TO REMOVE ANY FENCES, BUILDINGS, OR STRUCTURES, AND TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS, OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OF, ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES IN, ON, UPON, ACROSS, ALONG, OVER OR UNDER ANY DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT WITHIN THIS PLAT. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, FENCES, TREES, GARDENS, SHRUBS, OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINCK LICENSED ILLINOIS LAND SURVEYOR NO. 035-003782, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY. AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES EAST, 14.86 CHAINS TO A STAND; THENCE NORTH 1/2 DEGREE EAST, 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST, ALONG THE CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE, FOR THE PLACE OF BEGINNING; THENCE NORTH 39 DEGREES 28 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 53 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG THE SOUTHEASTERLY LINE OF GOLF AVENUE, 698.5 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN GLEN OAK SUBDIVISION; THENCE NORTH 44 DEGREES 02 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 8, 6, AND 7 IN SAID GLEN OAK SUBDIVISION, 343.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 18 MINUTES EAST ALONG THE SOUTHEASTERLY LINE OF ACORN AVENUE, 142.5 FEET TO THE CENTER LINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING. EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHWEST CORNER OF LOT 14, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE, WHICH IS 315.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE, OF GOLF AVENUE, EXTENDED. ALSO EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES BY DOCUMENT R2014-118637, ALL IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODE, AS HERETOFORE AND HEREAFTER AMENDED AND THAT BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL 170426000B4 WITH AN EFFECTIVE DATE OF AUGUST 1, 2016, IT IS MY OPINION THAT THE PROPERTY PLATTED HEREON IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2021

DATE OF FIELD SURVEY: APRIL 19, 2020
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

TIMOTHY B. MARTINCK
3782
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WARRENVILLE, ILLINOIS

SCALE: 1" = 40'
DATE: 02-23-21
JOB NO: 150108
SHEET 1 OF 1

TITLE: FINAL PLAT OF SUBDIVISION GLEN ESTATES GLEN ELLYN, ILLINOIS

PREPARED FOR: PATRICK J. MURPHY BUILDERS

ENGINEERING RESOURCE ASSOCIATES
25701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

2415 CALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

DRAWN BY: CHB
CHECKED BY: TBM
APPROVED BY: TBM

G:\PROJECTS\Glen Ellyn\150108.00 Hillside Court\Plat of Subdivision\Glen Ellyn Final Plat of Subdivision.dwg Updated by: tbmartinck 8/18/2021

GROUP EXHIBIT D - 26 PAGES

GLEN ESTATES SUBDIVISION

HILL AVENUE
GLEN ELLYN, IL 60137
JOB NO. 150106

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C-8.0 : C-8.1	UTILITY PLAN & SANITARY MAIN PROFILE
C-9.0 : C-9.1	TYPICAL SECTIONS
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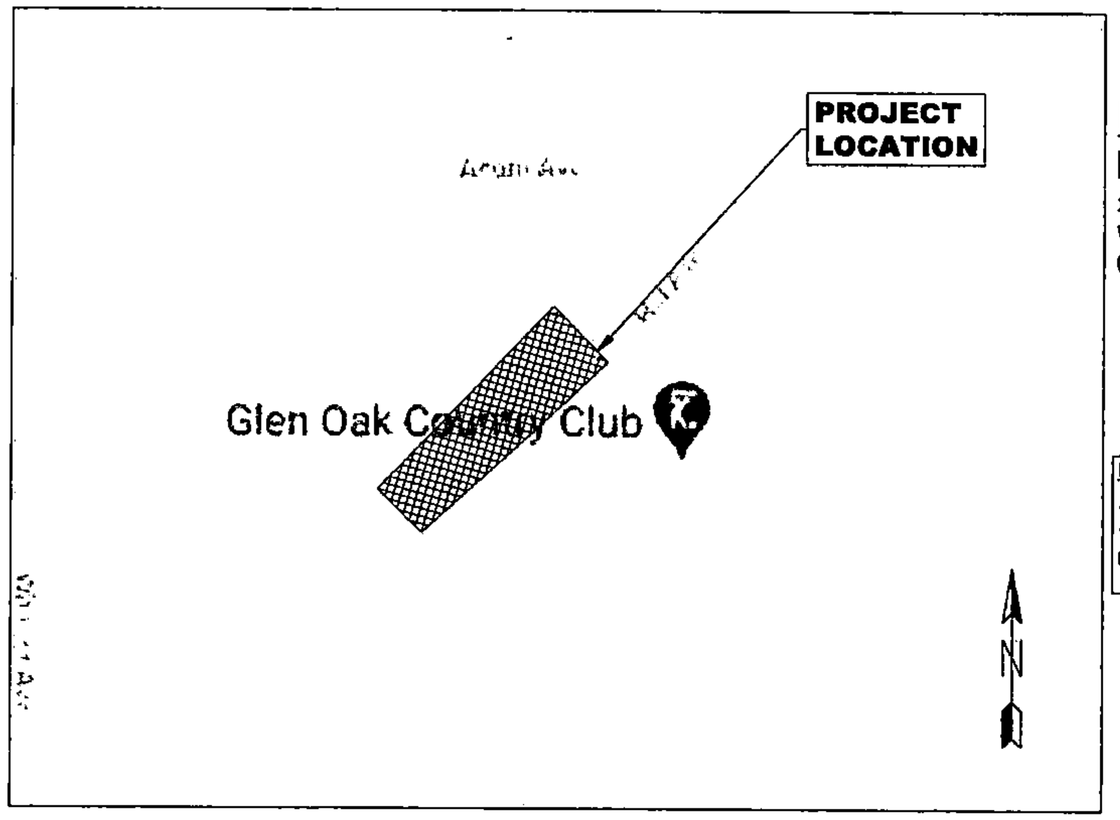
C-13.0 : C-13.2	CONSTRUCTION DETAILS
C-14.0 : C-14.1	ROADWAY CROSS SECTIONS

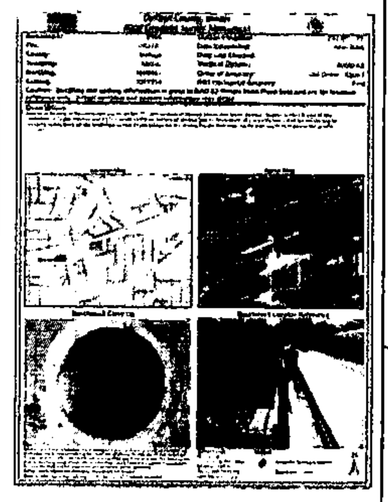


LOCATION MAP

PREPARED FOR:
PATRICK J. MURPHY BUILDERS, INC
1N712 BOB O LINK DRIVE
WINFIELD, IL 60190
(630)-871-1998

PARCEL DETAILS

TOTAL AREA: 1.703 ACRES
TOTAL PROPOSED IMPERVIOUS:0.574 ACRES
PER LOT IMPERVIOUS COVERAGE: 2463 S.F. (PRIVATE)



TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THESE LOT IMPROVEMENTS OR ANY PART THEREOF, OR THAT IF SUCH WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES, SO THAT THE DEVELOPMENT SHALL NOT ADVERSELY INCREASE FLOOD ELEVATIONS OR DECREASE FLOOD CONVEYANCE CAPACITY UPSTREAM OR DOWNSTREAM OF THE PROJECT AREA.

Engineer: _____

Sep:

Nicholas A. Vanchetto
IL. P.E. NO. 062-068622
Expires November 30, 2021

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800.892.0123

ENGINEERING
RESOURCE ASSOCIATES

2416 GALEN DRIVE
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ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT # 150106

DATE	04-30-2020
PROJECT #	150106.00
PROJ. DESIGN #	150-001106
DRAWN BY	TF
CHECKED BY	NAV

DESCRIPTION:
04-30-2021 PERMIT REVISION NO.
03-05-2021 PERMIT SUBMITTAL

COVER

C-1.0
SHEET

GENERAL NOTES:

1. AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF ALL PHASES OF WORK, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING:

   VILLAGE OF GLEN ELLYN: (630) 469-5000

   ENGINEERING RESOURCE ASSOCIATES: (630) 393-3060

2. UTILITY INFORMATION IS BASED UPON FIELD MEASUREMENTS AND BEST AVAILABLE RECORDS. FIELD DATA IS LIMITED TO THAT WHICH IS VISIBLE AND CAN BE MEASURED. THIS DOES NOT PRECLUDE THE EXISTENCE OF OTHER UNDERGROUND UTILTIES.
3. THE CONTRACTOR SHALL NOTIFY J.U.L.I.E. (800) 892-0123, 48 HOURS PRIOR TO ANY EXCAVATION WORK TO DETERMINE THE EXACT LOCATION OF EXISTING UTILTIES.
4. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING DOCUMENTS:
   a. IDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN THE STATE OF ILLINOIS", LATEST EDITION.
   b. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS"
   c. "THE DUPAGE COUNTY COUNTYWIDE STORMWATER & FLOODPLAIN ORDINANCE"
   d. ILLINOIS URBAN MANUAL, LATEST EDITION
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC. "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", AS ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION, SHALL BE CONSULTED. APPROPRIATE CONTROL METHODS SHOULD BE APPLIED TO THE SPECIFIC SITUATIONS AND TYPES OF CONSTRUCTION OPERATIONS BEING PERFORMED.
6. THE CONTRACTOR SHALL ESTABLISH THE NECESSARY PERFORMANCE BONDS REQUIRED. PERMITS SHALL BE OBTAINED FROM ALL OUTSIDE GOVERNMENTAL AGENCIES HAVING JURISDICTION PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES.
7. THE CONTRACTOR IS RESPONSIBLE FOR HAVING THE MOST RECENT SET OF "APPROVED" FINAL ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION.
8. THE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL EXISTING UTILTIES PRIOR TO THE START OF CONSTRUCTION AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE SAME. EXISTING UTILITIES ARE TO BE POTHOLED AND HAND DUG AT LOCATIONS OF POTENTIAL CONFLICTS TO VERIFY ELEVATIONS.
9. CONTRACTOR SHALL RESTORE OFF-SITE SURFACES TO ORIGINAL CONDITION IF DAMAGED BY CONSTRUCTION.
10. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO PERFORM OR FURNISH THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS
11. THE ENGINEER WARRANTS THE DESIGN, RECOMMENDATIONS, AND SPECIFICATIONS TO HAVE BEEN PROMULGATED ON CONDITIONS GENERALLY ENCOUNTERED WITHIN THE INDUSTRY. THE ENGINEER ASSUMES NO RESPONSIBILITY WHATSOEVER, WITH RESPECT TO THE DESIGN RECOMMENDATIONS AND SPECIFICATIONS, FOR COMPLEX OR UNUSUAL SOIL CONDITIONS ENCOUNTERED ON THE PROJECT. IT SHALL BE THE OWNER'S/BIDDER'S RESPONSIBILITY TO ASCERTAIN THE EXACT NATURE OF SUBSURFACE CONDITIONS PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENT.
12. ALL TRENCHES CAUSED BY THE CONSTRUCTION OF SEWERS, WATERMAINS, WATER SERVICE PIPES AND IN EXCAVATIONS AROUND CATCH BASINS, MANHOLES, INLETS AND OTHER APPURTENCES WHICH OCCUR WITHIN TWO FEET OF THE LIMITS OF EXISTING AND PROPOSED PAVEMENT IMPROVEMENTS, SIDEWALKS, AND CURB AND GUTTERS SHALL BE BACKFILLED WITH TRENCH BACKFILL (AS DEFINED IN SECTION 208 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND SPECIAL PROVISIONS).
13. AT LEAST 2 WEEKS BEFORE COMMENCEMENT OF ANY WORK ACTIVITIES, THE CONTRACTOR WILL BE REQUIRED TO ATTEND AN ON-SITE PRECONSTRUCTION CONFERENCE. AT THIS CONFERENCE, THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND DISCUSS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: 1) WRITTEN PROGRESS SCHEDULE AND BEGINNING OF WORK 2) NAMES OF PROJECT MANAGER, FIELD SUPERINTENDENT AND THE NAME AND PHONE NUMBER OF A RESPONSIBLE INDIVIDUAL WHO CAN BE REACHED 24 HOURS A DAY.
14. THE CONTRACTOR SHALL NOT BE PERMITTED TO OPERATE WATER VALVES OR HYDRANTS. THE CONTRACTOR SHALL CALL THE WATER COMPANY 4 WORKING DAYS PRIOR TO THE NEED TO OPERATE THE VALVES OR HYDRANTS. THE CONTRACTOR IS ALSO REQUIRED TO COORDINATE WITH THE VILLAGE OF GLEN ELLYN AND THE GLEN OAK COUNTRY CLUB WHICH MAY HAVE ONGOING EVENTS OR ACTIVITIES PRECLUDING THE ABILITY TO SHUT THE WATER OFF.
15. THE CONTRACTOR SHALL PROVIDE A FULL AND COMPLETE CIVIL ENGINEERING RECORD DRAWING PLAN SET IN HARD COPY AND AUTOCAD AT THE COMPLETION OF THE PROJECT. THE RECORD DRAWINGS SHALL INCLUDE ANY CHANGES FROM THE ORIGINAL CIVIL ENGINEERING PLANS. CURRENT ELEVATIONS SHALL BE SHOWN FOR THE FOLLOWING, AT A MINIMUM: 1) ALL UTILITY INFORMATION, INCLUDING RIMS AND INVERTS 2) GRADE INFLECTION POINTS WITH PERIODIC GRADES SHOTS IN LEVEL AREAS 3) DETENTION POND GRADES WITH VOLUME CALCULATION. ADD NOTE COMPARING ACTUAL TO REQUIRED POND VOLUME. 4) LOCATION OF ALL STRUCTURES.
16. DUST CONTROL WILL BE IN ACCORDANCE WITH IDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN THE STATE OF ILLINOIS", LATEST EDITION, SECTION 107.35.
17. ANY DEWATERING NECESSARY FOR THE INSTALLATION OF THE IMPROVEMENTS AS SHOWN ON THE PLANS SHALL BE THE CONTRACTORS RESPONSIBILITY. THE COST FOR DEWATERING SHALL BE INCLUDED IN THE INSTALLATION OF THE IMPROVEMENTS.
18. ANY POOR SOILS ENCOUNTERED UNDER AREAS TO BE PAVED SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER
19. THE CONTRACTOR SHALL TAKE CARE TO PROTECT ADJACENT LAND TO THE PROJECT BY NOT DISTURBING THE SOIL BY DRIVING VEHICLES ON IT.
20. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL OR SOILS OUTSIDE THE CONSTRUCTION LIMITS.
21. ANY REMOVAL ITEMS SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH THE SPECIFICATIONS.
22. ALL TREES ARE DESIGNATED TO BE SAVED SHALL BE PROTECTED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 201.5 OF THE STANDARD SPECIFICATION AND SPECIAL PROVISIONS AND THE VILLAGE OF GLEN ELLYN'S TREE PRESERVATION REQUIREMENTS AS OUTLINED IN THE VILLAGE'S MUNICIPAL CODE. IN CASES OF CONFLICT, THE REQUIREMENTS OF THE VILLAGE OF GLEN ELLYN WILL TAKE PRECEDENCE.

TRAFFIC CONTROL AND MAINTENANCE:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL SIGNS, BARRICADES, FLAGGERS, AND OTHER TRAFFIC CONTROL DEVICES AS REQUIRED TO PERFORM THE WORK. ALL TRAFFIC CONTROL MEASURES SHALL MEET THE REQUIREMENTS OF THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS, LATEST EDITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC. "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", AS ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION, SHALL BE CONSULTED. APPROPRIATE CONTROL METHODS SHOULD BE APPLIED TO THE SPECIFIC SITUATIONS AND TYPES OF CONSTRUCTION OPERATIONS BEING PERFORMED.

GRADING:

1. FINISHED SURFACES TO BE SMOOTH AND EVEN WITH NO ABRUPT OR AWKWARD CHANGES IN GRADE. PAVING AND SEED AREAS ARE TO MEET FLUSH AND SMOOTH.
2. NEW PAVEMENT TO MATCH EXISTING PAVEMENT SMOOTH AND FLUSH.
3. CONTRACTOR SHALL RESTORE (WITH SEED AND MULCH) ALL AREAS DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITY. TOPSOIL AND SEEDING RESTORATION OUTSIDE OF CONSTRUCTION LIMITS WILL BE AT CONTRACTOR'S EXPENSE.
4. THE OWNER RESERVES THE RIGHT TO MAKE MINOR ADJUSTMENTS IN LINES AND GRADES AS THE WORK PROGRESSES WHENEVER SUCH CHANGES ARE CONSIDERED NECESSARY TO BETTER ACCOMPLISH THE INTENT OF THE DRAWINGS OR TO OBTAIN A CLOSER BALANCE BETWEEN CUT AND FILL. ALL ADJUSTMENTS NEED TO BE APPROVED BY THE ENGINEER AND THE VILLAGE OF GLEN ELLYN.
5. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS REQUIRED TO ELIMINATE SEDIMENTATION INTO NON-CONSTRUCTION AREAS.
6. EROSION BLANKET ARE TO BE PLACED ON All SLOPES GRADED 3:1 OR GREATER.

RESTORATION:

1. RESTORATION SHALL INCLUDE TOPSOIL, SEEDING, FERTILIZER, MULCH AND THE NECESSARY CARE TO OBTAIN AN ACCEPTABLE STAND OF GRASS.
2. TOPSOIL SHALL BE STOCKPILED AND RESPREAD ON ALL DISTURBED AREAS AS PART OF EARTHWORK, SITE ACCESS AREAS, AND ANY OTHER AREAS DISTURBED BY CONSTRUCTION.
4. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR ESTABLISHMENT OF TURF, INCLUDING WATERING EQUIPMENT, WATER, AND HOSES.

PAVEMENT:

1. IDOT STANDARD SPECS AND HIGHWAY STANDARDS SHALL BE FOLLOWED (¼" EXPANSION JOINTS IN SIDEWALKS AT NO GREATER THAN 100' INTERVALS; 15' (ADJACENT PCC) AND 25' (ADJACENT HMA) CONTRACTION JOINT SPACING WITH JOINTS SAWED AT 1/3 AND SEALED; EXPANSION JOINTS 5' ON EITHER SIDE OF DRAINAGE CASTINGS, AT PC/PT, AND OTHER PLAN LOCATIONS BY ENGINEER.
2. CONTRACTION JOINTS FOR CONCRETE PAVEMENT SHALL BE SAWCUT AT 10-FOOT MAXIMUM INTERVALS TO A DEPTH OF 2.5 INCHES. CONTRACTION JOINT SPACES SHALL BE SEALED WITH A COLD-POURED JOINT COMPOUND. CONCRETE CURING COMPOUND SHALL BE APPLIED AS FINISHING WORK PROCEEDS.
3. PRIOR TO PLACING ANY PAVEMENT MATERIAL, THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY PREPARING AND COMPACTING THE SUBGRADE. THE PAVEMENT BASE COURSE SHALL BE PROOF-ROLLED WITH A FULLY-LOADED DUMP TRUCK. THE ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS BEFORE PROOF-ROLLING. ADDITIONAL PROOF-ROLLS MAY BE NECESSARY TO VERIFY THAT ANY UNSTABLE AREAS HAVE BEEN REPAIRED. NO PAVEMENT MATERIAL IS TO BE PLACED ON A WET OR SOFT SUBGRADE. DEVELOPER'S/OWNER'S MATERIAL TESTING AGENT AND VILLAGE ENGINEER OR VILLAGE AGENT SHALL ALSO WITNESS PROCEDURE TO MAKE AND CERTIFY REPAIRS IN WRITING. PROOF ROLLING SHALL BE INCIDENTAL TO PLACEMENT OF PAVEMENT MATERIAL.
4. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT TO A NEAT EDGE ALONG LIMITS OF PROPOSED REMOVAL BEFORE REMOVAL OPERATIONS BEGIN. ALL SAW CUTTING SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

STORM SEWER:

1. STORM SEWER PIPE MATERIAL SHALL CONFORM TO CLASS B MATERIALS FROM SECTION 550 OF THE IDOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
2. SEWER PIPE JOINTS SHALL BE SEALED WITH GASKETS. WATERMAIN QUALITY PIPE JOINTS SHALL BE COMPLY WITH ASTM C-443, WHERE WATERMAIN QUALITY PIPE IS CALLED OUT ON THE PLANS.
3. NO MORE THAN TWO PRECAST ADJUSTING RINGS WITH A MAXIMUM HEIGHT ADJUSTMENT OF 8 INCHES SHALL BE ALLOWED. FOR STRUCTURE ADJUSTMENTS LESS THAN THREE (3) INCHES, ADJUSTING RINGS SHALL BE HDPE. FOR ADJUSTMENTS OVER THREE (3) INCHES, ADJUSTING RINGS MAY BE PRECAST CONCRETE. IN ALL CASES, NO MORE THAN SIX (6) INCHES IN HDPE RINGS ARE ALLOWED FOR ANY GIVEN STRUCTURE ADJUSTMENT.
4. INLETS SHALL BE TWENTY-FOUR (24) INCH DIAMETER PRECAST REINFORCED CONCRETE CONFORMING TO ASTM C-478.
5. FOUR INCHES OF CA-7 CRUSHED GRAVEL OR CRUSHED STONE AGGREGATE SHALL BE USED AS BEDDING UNDER THE PIPE. THE BEDDING STONE SHALL BE GRADED ALONG THE ENTIRE LENGTH OF PIPE TO PROVIDE FULL BEARING. THE BEDDING STONE SHALL EXTEND TO THE SPRINGLINE OF THE PIPE.
6. ANY PIPES OR MANHOLES CONTAINING SEDIMENT SHALL BE CLEANED OUT PRIOR TO FINAL ACCEPTANCE.
7. STORM SEWER MANHOLE JOINTS SHALL BE SEALED WITH "O-RING" GASKETS OR MASTIC MATERIAL.
8. ALL PUBLIC STORM SEWER SHALL BE TELEVISED, WITH VIDEOS PROVIDED TO THE VILLAGE ENGINEER FOR REVIEW AND APPROVAL PRIOR, NOT ONLY TO ACCEPTANCE OF THE STORM SEWER AS PUBLIC IMPROVEMENTS; BUT ALSO PRIOR TO THE PLACEMENT OF ANY PAVEMENT OR OTHER SURFACE IMPROVEMENTS OVER APPLICABLE STORM SEWER SEGMENTS.

SANITARY SEWER

1. PIPE MATERIALS USED FOR SANITARY SEWERS SHALL CONFORM TO THE FOLLOWING MATERIALS WHICH ARE EXPRESSLY MANUFACTURED FOR TRANSMITTING SANITARY SEWAGE AND SHALL COMPLY WITH REQUIREMENTS OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY: - SDR26 (MIN. THICKNESS)SOLID WALL PVC PIPE PER ASTM D-3034, AND OTHER APPROVED BY THE EXECUTIVE DIRECTOR OF THE USCD WITH CONCURRENCE OF THE APPROVING AUTHORITY.
2. MANHOLES SHALL COMPLY WITH MINIMUM STANDARDS IN THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION AND SHALL BE A MINIMUM OF 48 INCHES IN DIAMETER. AN EXTERNAL MANHOLE CHIMNEY SEAL SHALL BE REQUIRED ON ALL NEW MANHOLES.
3. MANHOLES AT THE UPSTREAM END OF DEAD END LINES SHALL BE CONSTRUCTED SO THAT INFLUENT SERVICE CONNECTIONS ARE ONLY ATTACHED TO THE MANHOLE AT THE UPSTREAM SIDE. A MINIMUM OF 4 INCHES OF ELEVATION DIFFERENCE FROM THE INVERT OF THE SERVICE CONNECTION TO THE INVERT OF THE OUTLET PIPE SHALL BE PROVIDED. THERE SHALL ALSO BE A CONCRETE CHANNEL CONSTRUCTED FROM THE INVERT OF THE SERVICE CONNECTION TO THE CHANNEL OF THE BENCH OUTLET PIPE.
4. MATERIAL AND REQUIREMENTS FOR PIPE BEDDING, HAUNCHING, AND INITIAL BACKFILL TO 12 INCHES ABOVE THE TOP OF THE PIPE SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION. PREVIOUSLY EXCAVATED MATERIAL IS NOT AN ALLOWABLE MATERIAL, UNLESS THE MATERIAL HAS BEEN TESTED, AT INTERVALS AND FREQUENCIES ACCEPTABLE TO THE APPROVING AUTHORITY, BY A CERTIFIED LABORATORY AND SHOWN TO MEET THE GRADATION REQUIREMENTS FOR ONE OF THE SPECIFIED AGGREGATE MATERIALS.
5. SEWER WYE MATERIAL MUST COMPLY WITH SECTION 100.00, MUST COMPLY WITH APPROPRIATE PROVISIONS OF THE " STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION, AND SHALL BE ENCASED IN GRANULAR BEDDING CONFORMING TO SECTION 130.00.
6. IF A CONNECTION IS TO BE MADE WHERE THERE IS NO WYE, AND THE EXISTING PIPING IS SMALLER THAN 12 INCHES IN DIAMETER, A SECTION OF PIPE SHALL BE REMOVED AND A WYE INSERTED WITH PIPE COUPLINGS, CONFORMING TO SECTION 143.00, AND NEW SECTIONS OF PIPE AS NEEDED. NEW CONNECTIONS TO EXISTING PIPING 12 INCHES IN DIAMETER OR LARGER SHALL BE MADE BY CORE DRILLING THE EXISTING PIPE AND INSTALLING A FLEXIBLE CONNECTOR ASSEMBLY SUCH 'AS KOR-N-TEE LATERAL PIPE CONNECTORS' BY NPK OR ENGINEERED APPROVED EQUAL. 'KOR-N-TEE' LATERAL PIPE CONNECTORS SHALL BE PROPERLY SUPPORTED IN A GRANULAR BASE TO MINIMIZE SETTLEMENT.
7. PIPE COUPLINGS SHALL BE NON SHEAR TYPE TO CONFORM TO THE APPLICABLE PORTIONS OF ASTM C-425, C-443, C-564, C-1173, D-5926 AND D-1869. PIPE COUPLINGS SHALL BE FERNCO 5000 SERIES STRONG BACK COUPLINGS OR ENGINEER APPROVED EQUAL. THE TAKE UP CLAMPS SHALL BE TIGHTENED TO THE MANUFACTURERS RECOMMENDED TORQUE VALVE AND THE JOINTS TESTED IN ACCORDANCE WITH SECTION 160.00, AND THE MANUFACTURERS RECOMMENDATIONS. AFTER THE CONNECTION HAS BEEN INSPECTED, TESTED WHERE REQUIRED, AND APPROVED BY THE APPROVING AUTHORITY, THE ENTIRE CONNECTION SHALL BE ENCASED IN GRANULAR FILL TO A MINIMUM OF 6 INCHES ALL AROUND.
8. WHERE THE INNER EDGE OF THE TRENCH IS WITHIN 2 FEET OF THE EDGE OF THE PAVEMENT, CURB, GUTTER, CURB AND GUTTER, STABILIZED SHOULDER OR SIDEWALK, THE SEWER TRENCH MUST BE BACKFILLED WITH CLSM (CONTROLLED LOW STRENGTH MATERIAL) MEETING THE APPROVING AUTHORITY'S SPECIFICATIONS , OR GRANULAR TRENCH BACKFILL, PLACED IN UNIFORM LAYERS NOT EXCEEDING 6 INCHES THICK AND COMPACTED 95% OF STANDARD PROCTOR UNLESS FLOWABLE FILL IS USED, IN WHICH CASE, THE FILL SHALL BE DESIGNED TO HAVE A COMPRESSIVE STRENGTH BETWEEN 100 TO 200 PSI.
9. JETTING AND WATER SOAKING IS NOT ALLOWED.TESTING SHALL COMPLY WITH PROVISIONS OF THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" LATEST EDITION WITH THE FOLLOWING EXCEPTIONS:
   - THE MINIMUM LEAKAGE SHALL BE 200 GPF/IN.DIA./DAY/MILE OF PIPE INSTEAD OF 240
   - ALL REACHES SHALL BE TESTED
   - ALL MANHOLES SHALL BE VACUUM TESTED IN ACCORDANCE WITH ASTM C1244-05A.
10. THE SEWER MUST BE CAPABLE OF PASSING A TWO FOOT LONG CYLINDER, WHICH HAS A DIAMETER 1 INCH LESS THAN THE INSIDE DIAMETER OF THE PIPE BEING TESTED.
11. PAVEMENT REPAIR REQUIREMENTS SHALL CONFORM TO AGENCY WITH JURISDICTION OVER RIGHT OF WAY OR EASEMENT WHERE SEWER IS INSTALLED.
12. SANITARY SERVICE LATERALS SHALL BE A MINIMUM 6" DIA., SDR26, AT 1.0%.
13. ALL PIPE CONNECTIONS WITHIN THE VILLAGE OF GLEN ELLYN BOUNDARY, TO BE IN ACCORDANCE WITH GLEN ELLYN VILLAGE STANDARDS.

WATERMAIN & SEWER CONSTRUCTION - GENERAL

BEDDING, HAUNCHING & INITIAL BACKFILL
ALL SANITARY SEWER AND WATER MAIN ON THIS PROJECT SHALL BE BEDDED, HAUNCHED AND INITIAL BACKFILL PLACED IN ACCORDANCE WITH ASTM SPECIFICATION D-2321 AND THE APPLICABLE PARTS OF DIVISION II SECTION 20-4.05 AND 20-4.06 OF THE STANDARD SPECIFICATIONS (ISPE).

THE BEDDING, HAUNCHING AND INITIAL BACKFILL MATERIAL SHALL BE PLACED FROM 6" BELOW THE OUTSIDE DIAMETER OF THE PIPE TO 12" ABOVE THE OUTSIDE OF THE PIPE. EMBEDMENT MATERIALS FOR THE SANITARY SEWER AND WATER MAIN SHALL BE CLASS 1A, 1B, OR II.

IF WET CONDITIONS ARE ENCOUNTERED IN THE TRENCH, A CA-7 BEDDING MATERIAL (CLASS 1A BEDDING PER ASTM D-2321) SHALL BE REQUIRED, AS DIRECTED BY THE ENGINEER.

FINAL BACKFILL
ALL WATER MAIN SHALL BE BACKFILLED IN ACCORDANCE WITH SECTION 20-4.06 OF THE STANDARD SPECIFICATIONS (ISPE). THE MATERIALS USED FOR TRENCH BACKFILL SHALL BE CRUSHED GRAVEL OR CRUSHED STONE WITH IDOT GRADATION NUMBER OF CA 7 (ASTM D 448 GRADATION SIZE 57).

IN ALL AREAS WHERE THE WATER MAIN TRENCH IS LOCATED MORE THAN 2' OUTSIDE OF THE ROADWAYS, DRIVEWAYS, AND SIDEWALKS, THE TRENCH SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH SECTION 20-4.088, METHOD 2 OF THE STANDARD SPECIFICATIONS (ISPE).

LEGEND

	EXISTING	PROPOSED
CURB & GUTTER		
BARRIER CURB		
EDGE OF PAVEMENT		
SANITARY SEWER	S	S
STORM SEWER		
DRAIN TILE		
UNDERDRAIN		
SILT FENCE		
CABLE	C	C
ELECTRIC	E	E
GAS	G	G
TELEPHONE	T	T
WATER	W	W
OVERHEAD WIRE	OH	OH
MANHOLE		
CATCH BASIN		
INLET		
FLARED END SECTION (FES)		
METAL (FES)		
REMOVE STRUCTURE		
VALVE VAULT		
VALVE & BOX		
BUFFALO BOX		
HYDRANT		
GAS VALVE		
HANDHOLE		
INLET FILTER BASKET		
UTILITY PEDESTAL	PED	PED
UTILITY POLE		
UTILITY POLE LIGHT		
STREET LIGHT		
STREET LIGHT CONTROLLER		
BORING LOCATION		
MAIL BOX		
SIGN		
FENCE	K	K
REMOVE TREE		
TREE(DECICOUS)		
SIDEWALK REMOVE & REPLACE		
DRIVEWAY REMOVE & REPLACE		

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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

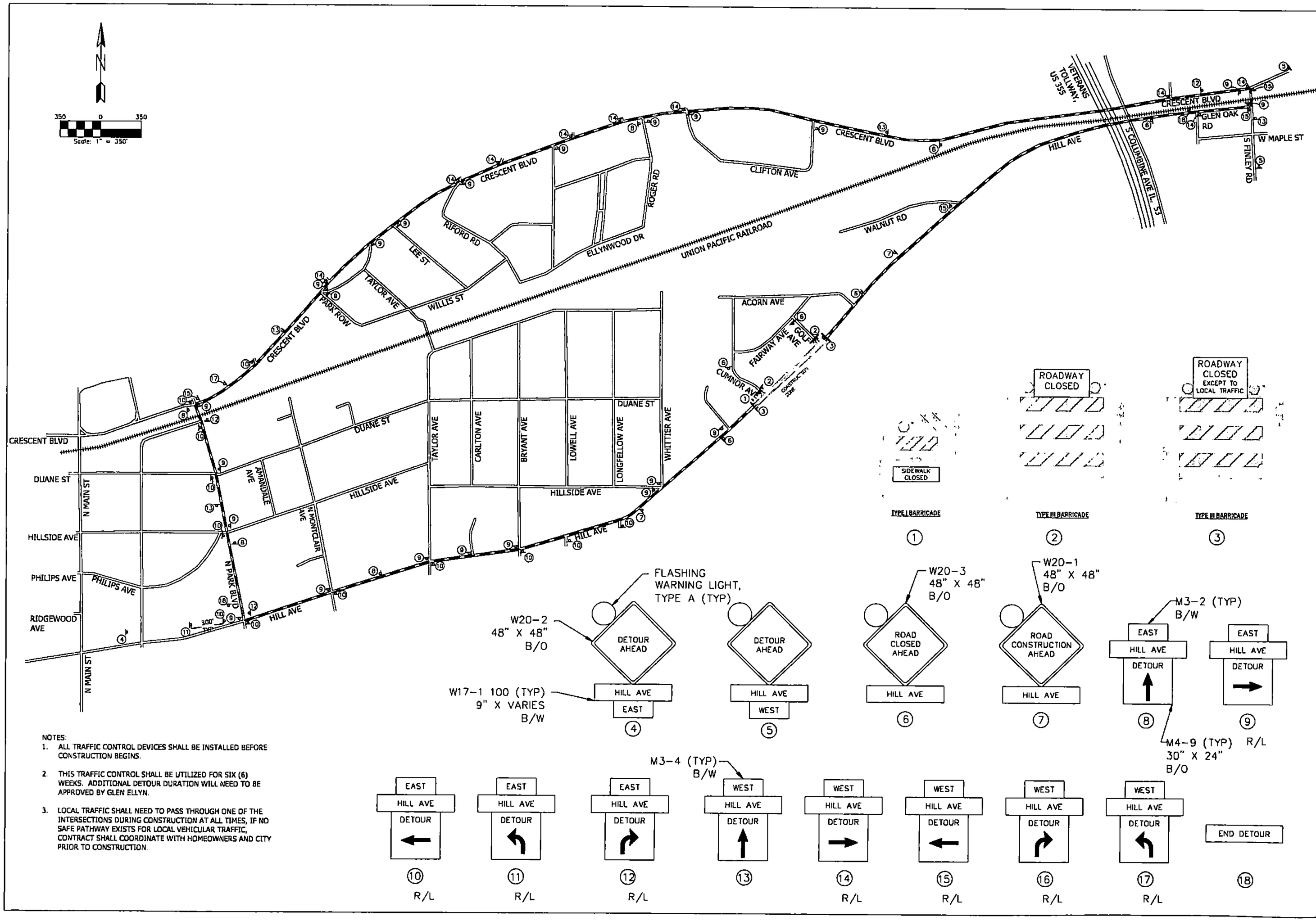
DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184-001196
DRAWN BY	TF
CHECKED BY	NAV

08-20-2021 PERMIT REVISION #5
06-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

GENERAL NOTES

C-2.0
SHEET

C:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 HillAvenueGlenEllyn\CADD\SHEETS\150106 SHEET C-2.0_GeneralNotes.dwg



NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL BE INSTALLED BEFORE CONSTRUCTION BEGINS.
2. THIS TRAFFIC CONTROL SHALL BE UTILIZED FOR SIX (6) WEEKS. ADDITIONAL DETOUR DURATION WILL NEED TO BE APPROVED BY GLEN ELLYN.
3. LOCAL TRAFFIC SHALL NEED TO PASS THROUGH ONE OF THE INTERSECTIONS DURING CONSTRUCTION AT ALL TIMES, IF NO SAFE PATHWAY EXISTS FOR LOCAL VEHICULAR TRAFFIC, CONTRACT SHALL COORDINATE WITH HOMEOWNERS AND CITY PRIOR TO CONSTRUCTION.

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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	04-30-2020
PROJECT #	150106.00
PROJ. DESIGN #	194.001186
DRAWN BY	TF
CHECKED BY	MW

08-20-2021 PERMIT REVISION #5
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION

MAINTENANCE OF TRAFFIC CONTROL PLAN

C-3.0
SHEET

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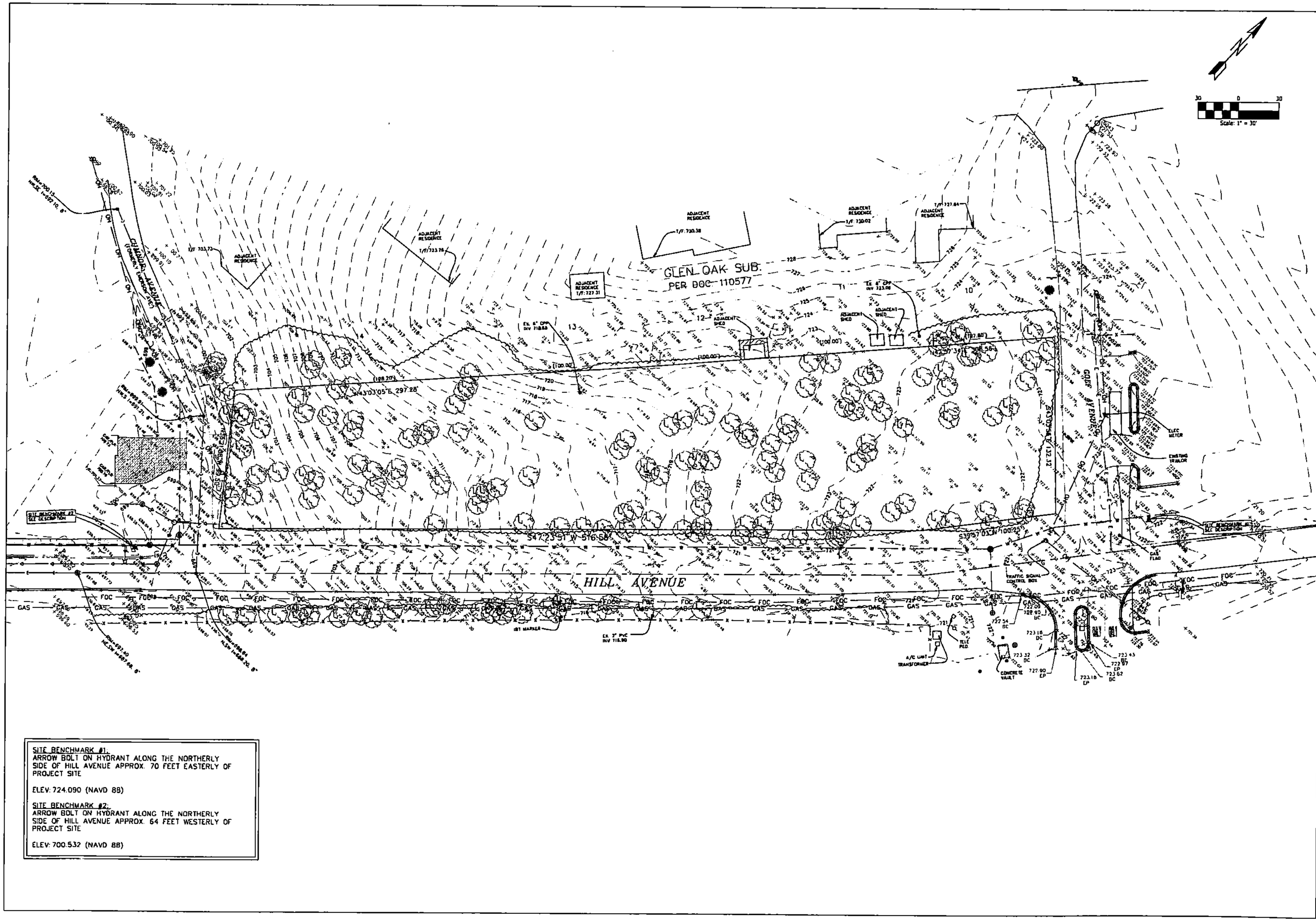

SITE BENCHMARK #1:
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY SIDE OF HILL AVENUE APPROX. 70 FEET EASTERLY OF PROJECT SITE

ELEV: 724.090 (NAVD 88)

SITE BENCHMARK #2:
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY SIDE OF HILL AVENUE APPROX. 64 FEET WESTERLY OF PROJECT SITE

ELEV: 700.532 (NAVD 88)

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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	04-30-2020
PROJECT #	150106.00
PROP. DESIGN #	184.001106
DRAWN BY	TF
CHECKED BY	MAV

06-30-2021 PERMIT REVISION #5
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

EXISTING CONDITIONS

C-4.0
SHEET

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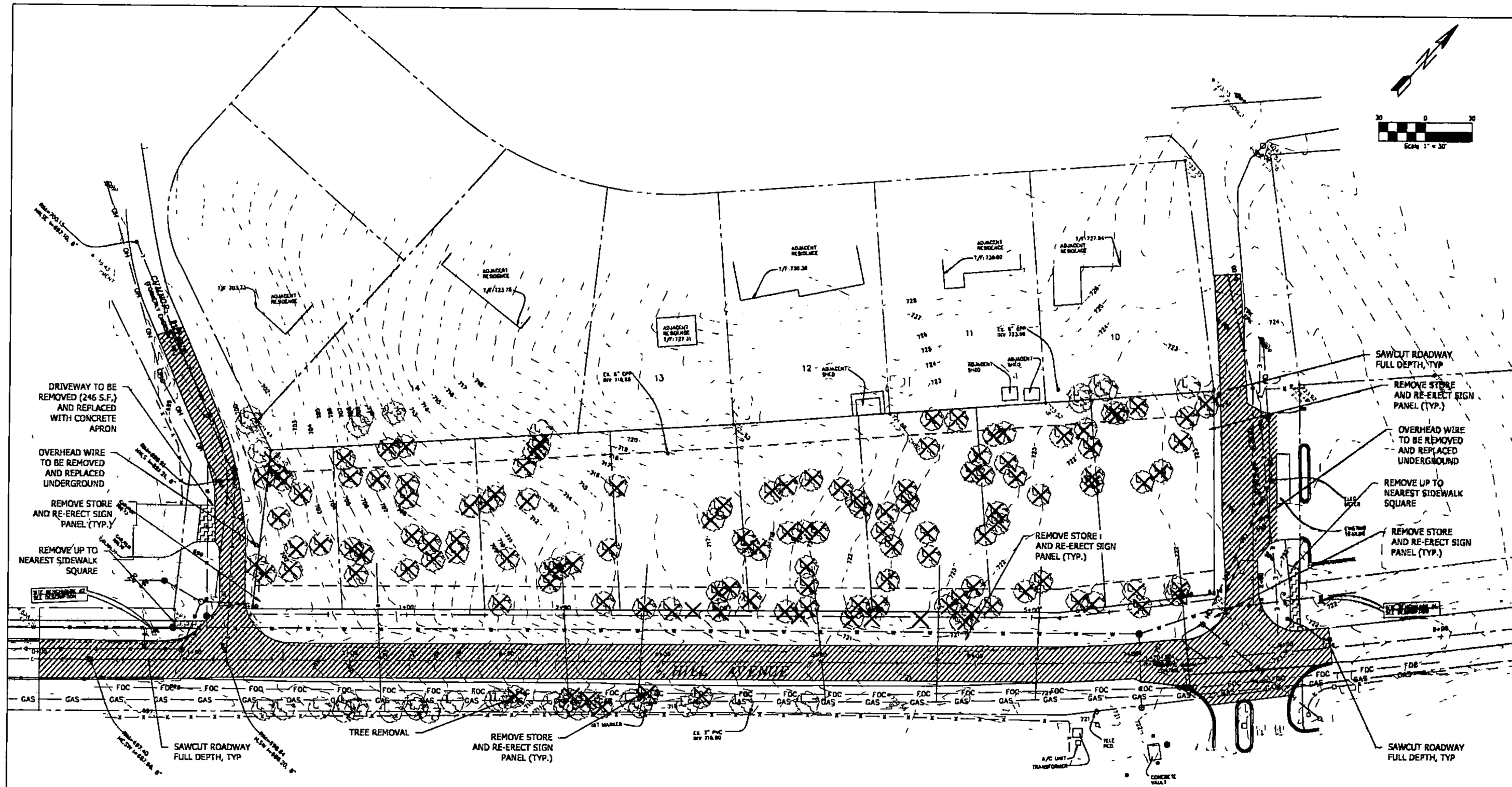


DEMOLITION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION BETWEEN ALL SUB-CONTRACTORS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE TO BECOME FAMILIAR WITH AND VERIFY THE EXISTING CONDITIONS. THESE DEMOLITION DRAWINGS SHALL SERVE TO AID THE CONTRACTOR IN THEIR EVALUATION OF THE EXTENT OF DEMOLITION; BUT SHALL NOT BE HELD TO BE ALL INCLUSIVE.
3. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEMOLITION REQUIRED FOR THE INSTALLATION OF NEW CONSTRUCTION AND AS NECESSARY TO FULFILL THE PURPOSE AND INTENT OF THE FINISHED WORK, WHETHER OR NOT IT IS SPECIFICALLY SHOWN OR NOTED IN THESE DOCUMENTS.
4. THE CONTRACTOR SHALL FIELD INSPECT ALL DEMOLITION WORK PRIOR TO ITS REMOVAL, TO ENSURE SUCH REMOVAL DOES NOT IMPAIR THE STRUCTURAL INTEGRITY OF THE EXISTING BUILDING. IF THE INSPECTION INDICATES THAT THE STRUCTURAL INTEGRITY MAY BE IMPAIRED, NOTIFY THE ARCHITECT IMMEDIATELY.
5. THE CONTRACTOR SHALL VERIFY IN FIELD THE EXISTING CONDITIONS AND RELATED DIMENSIONS INDICATED IN THE DESIGN DOCUMENTS PRIOR TO IMPLEMENTING THE WORK, INCLUDING ORDERING MATERIALS. ANY DISCREPANCIES THAT DIFFER FROM THAT INDICATED IN THE DESIGN DOCUMENTS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO IMPLEMENTING THE WORK.
6. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL REQUIRED MEANS OF EGRESS CONTINUOUSLY DURING CONSTRUCTION. IF ANY MEANS OF EGRESS WILL BE AFFECTED BY CONSTRUCTION THE CONTRACTOR IS TO SUBMIT A CONSTRUCTION PLAN TO THE CITY AND THE OWNER TO DEMONSTRATE THAT ALL MEANS OF EGRESS WILL BE MAINTAINED CONTINUOUSLY DURING CONSTRUCTION.
7. UNLESS NOTED OTHERWISE ALL DEMOLITION AND EXCAVATED MATERIAL BECOMES THE PROPERTY OF THE CONTRACTORS AND IS TO BE REMOVED FROM THE PROPERTY, IN A LEGAL MANNER. NO STOCKPILING OF THESE MATERIALS WILL BE ALLOWED ON THE PROPERTY OR WITHIN THE PROJECT AREA. THE OWNER RESERVES THE RIGHT AND SHALL BE GIVEN THE OPPORTUNITY TO CLAIM ITEMS, WHETHER OR NOT THOSE ITEMS WERE SPECIFICALLY NOTED IN THE DRAWINGS.
8. IN THE EVENT THAT UNEXPECTED REGULATED SUBSTANCES ARE ENCOUNTERED DURING THE WORK, THE CONTRACTOR SHALL COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS/LAWS.
9. DEMOLITION WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE STRICTLY LIMITED TO THE AREAS AND ITEM CLEARLY DEFINED ON THE DRAWINGS. ALL DEMOLITION SHALL BE CONSTRUCTED IN A CLEAN, WORKMANLIKE MANNER AND SHALL MINIMIZE DISRUPTION TO ADJACENT BUILDING ITEMS AND FEATURES BEYOND THE CURRENT WORK.
10. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO THE START OF WORK AND SHALL BECOME FAMILIAR WITH THE EXISTING CONDITIONS, LIMITATIONS AND ANY FEATURES WHICH MAY AFFECT THE PROPOSED DEMOLITION. THE CONTRACTOR SHALL BEAR THE FULL RESPONSIBILITY FOR THE DESIGN AND INSTALLATION OF ALL TEMPORARY SHORING TO BE USED.
11. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT FULL DEPTH PRIOR TO FINAL BREAKOUT. PROVIDE A CLEAN, GRADUAL TRANSITION BETWEEN THE WORK WHICH IS TO REMAIN AND WORK TO BE REMOVED. DEMOLITION FOR NEW MECHANICAL OPENINGS IS LIMITED TO THE SLAB PORTION OF THE FLANGE BETWEEN CONCRETE JOISTS AND SHALL ONLY OCCUR TO ONE SIDE OF A GIVEN JOIST UNLESS NOTED ON THE DRAWINGS. IN NO CASE SHALL ANY EXISTING BEAM OR JOIST BE REMOVED UNLESS NOTED ON THE DRAWINGS.

LEGEND

- REMOVAL ITEM
- REMOVAL ROADWAY, FULL DEPTH
- REMOVAL SIDEWALK, DRIVEWAY

ENGINEERING RESOURCE ASSOCIATES

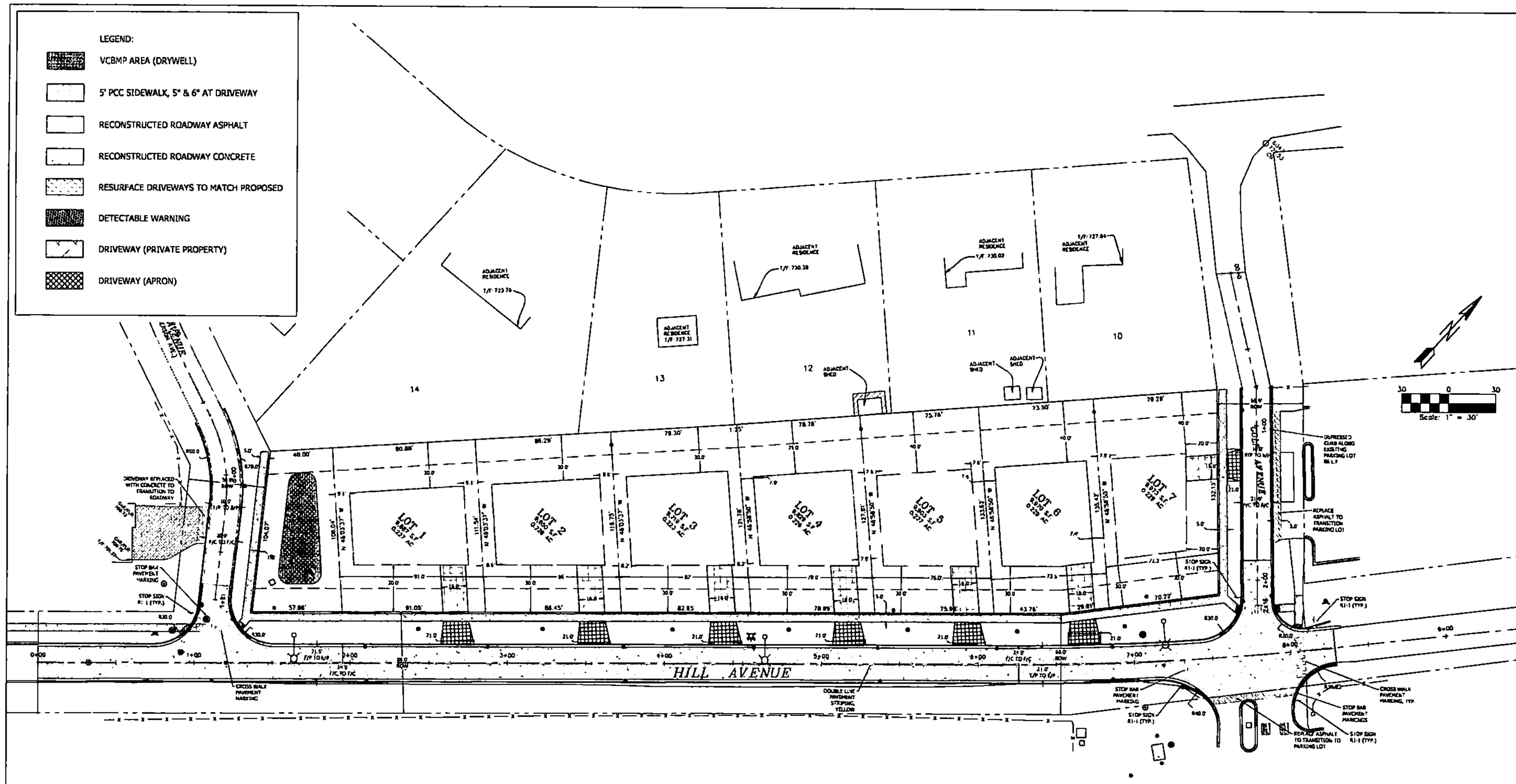
PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 1 [illegible]

DATE: 04-30-2003
PROJECT #: 1[illegible]
PROJ. DESIGN #: [illegible]
DRAWN BY: TT
CHECKED BY: RRW
DESCRIPTION:

DEMOLITION PLAN

C-5.0
SHEET



NOTES:

1. A BMP STORAGE BASIN SHALL BE INSTALLED WITHIN OUTLOT 8. THIS STORAGE AREA SHALL PROVIDE BMP VOLUME FOR THE ENTIRE PARCEL.
2. THE IMPERVIOUS AREA OF PUBLIC IMPROVEMENTS WITHIN THE PARCEL (PUBLIC SIDEWALK, ROADWAY, AND DRIVEWAY APRONS) HAS BEEN QUANTIFIED TO BE 7,756 S.F. THIS RESULTS IN AN ALLOWABLE IMPERVIOUS AREA OF 17,244 S.F. TO BE SPREAD ACROSS 7 LOTS, GIVING EACH LOT AN ADDITIONAL 2,463 S.F. OF ALLOWABLE IMPERVIOUS AREA FOR THE RESIDENCE, PRIVATE DRIVEWAY, AND ANY PRIVATE SIDEWALKS, PATIOS, OR FUTURE IMPERVIOUS AREAS.

TOTAL IMPERVIOUS AREA	
TYPE	AREA (SF)
SIDEWALK	4,409
DRIVEWAY APRONS	1,807
LOT IMPERVIOUS AREA (2,463 SF X 7 LOTS)	17,241
PROPOSED ROADWAY PAVEMENT	4,842
EXISTING ROADWAY REMOVED	-3,302
TOTAL	24,997

	LOT AREA (SF)	LOT AREA (ACRES)	LOT COVERAGE AREA*** RATIO (MAXIMUM 23%) (SF)	LOT COVERAGE AREA*** RATIO (MAXIMUM 23%) (ACRES)	LOT IMPERVIOUS COVERAGE** (SF)	LOT IMPERVIOUS COVERAGE** (ACRES)
LOT 1	9,887	0.227	2,274	0.052	2,463	0.057
LOT 2	9,850	0.226	2,266	0.052	2,463	0.057
LOT 3	9,719	0.223	2,235	0.051	2,463	0.057
LOT 4	9,829	0.226	2,261	0.052	2,463	0.057
LOT 5	9,903	0.227	2,278	0.052	2,463	0.057
LOT 6	9,970	0.229	2,293	0.053	2,463	0.057
LOT 7	9,973	0.229	2,294	0.053	2,463	0.057
OUTLOT 8	5,113	0.117	0	0	0	0
TOTAL AREA	74,244	1.704			17,241	0.396

** TOTAL AREA OF ALL IMPERVIOUS SURFACES (HOUSE, PATIO, DRIVEWAY, WALKWAY, SHED, ETC.)
*** TOTAL AREA OF ALL ROOFED STRUCTURES (HOUSE, SHED, GAZEBO, ETC.)

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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN

PROJECT: 150106

DATE	DESCRIPTION
08-25-2020	PERMIT REVISION #5
06-30-2020	PERMIT SUBMITTAL

DATE	04-30-2020
PROJECT #	150106.00
PROF DESIGN #	184-001186
DRAWN BY	TF
CHECKED BY	NAV

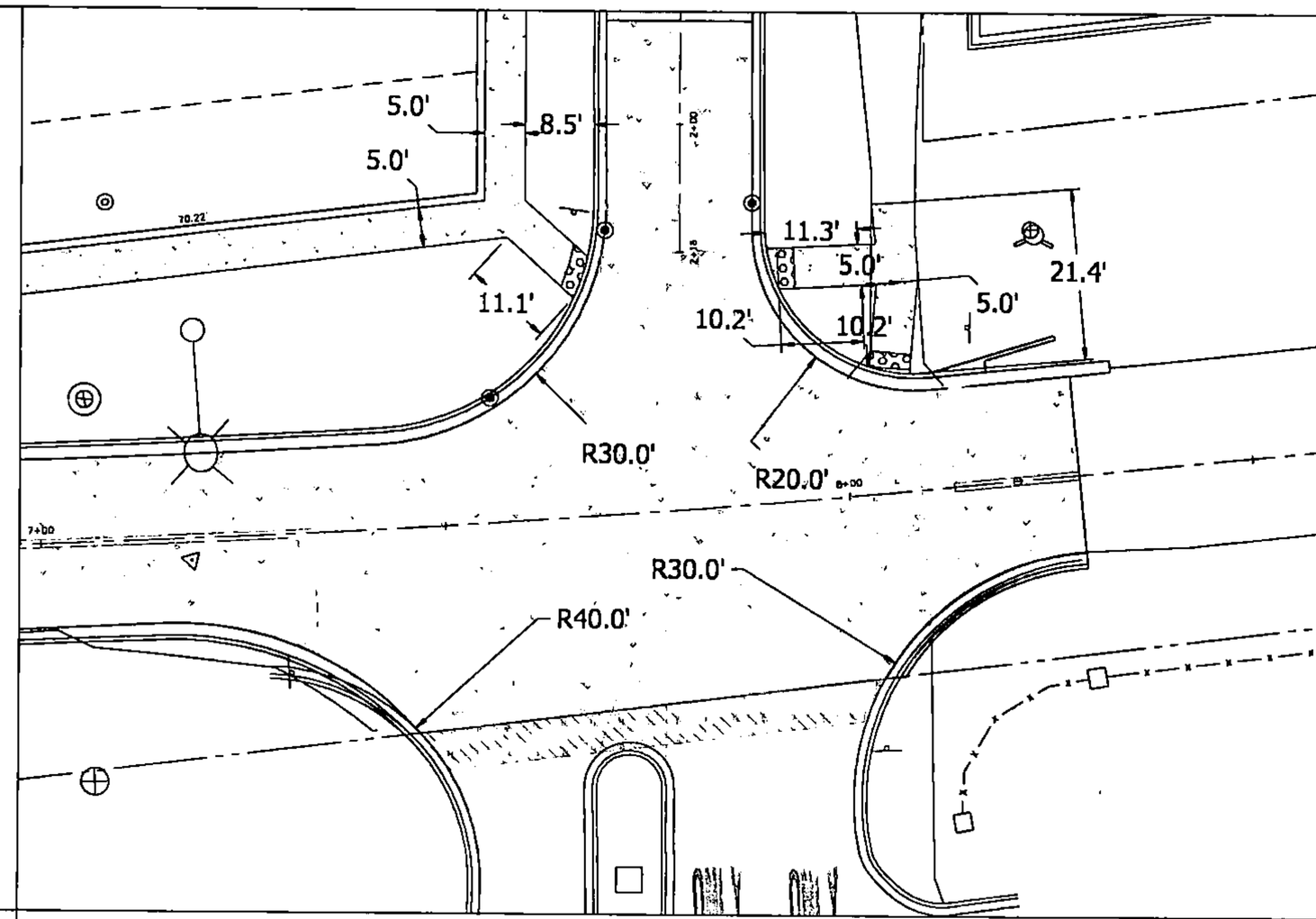
GEOMETRY PLAN

C-6.0
SHEET

C:\PROJECTS\Murphy, J Murphy Builders Inc\150106.00 Hill Ave Glen Ellyn\CADD\SHEETS\150106 SHEET C-6.0_Geometric Plan.dwg

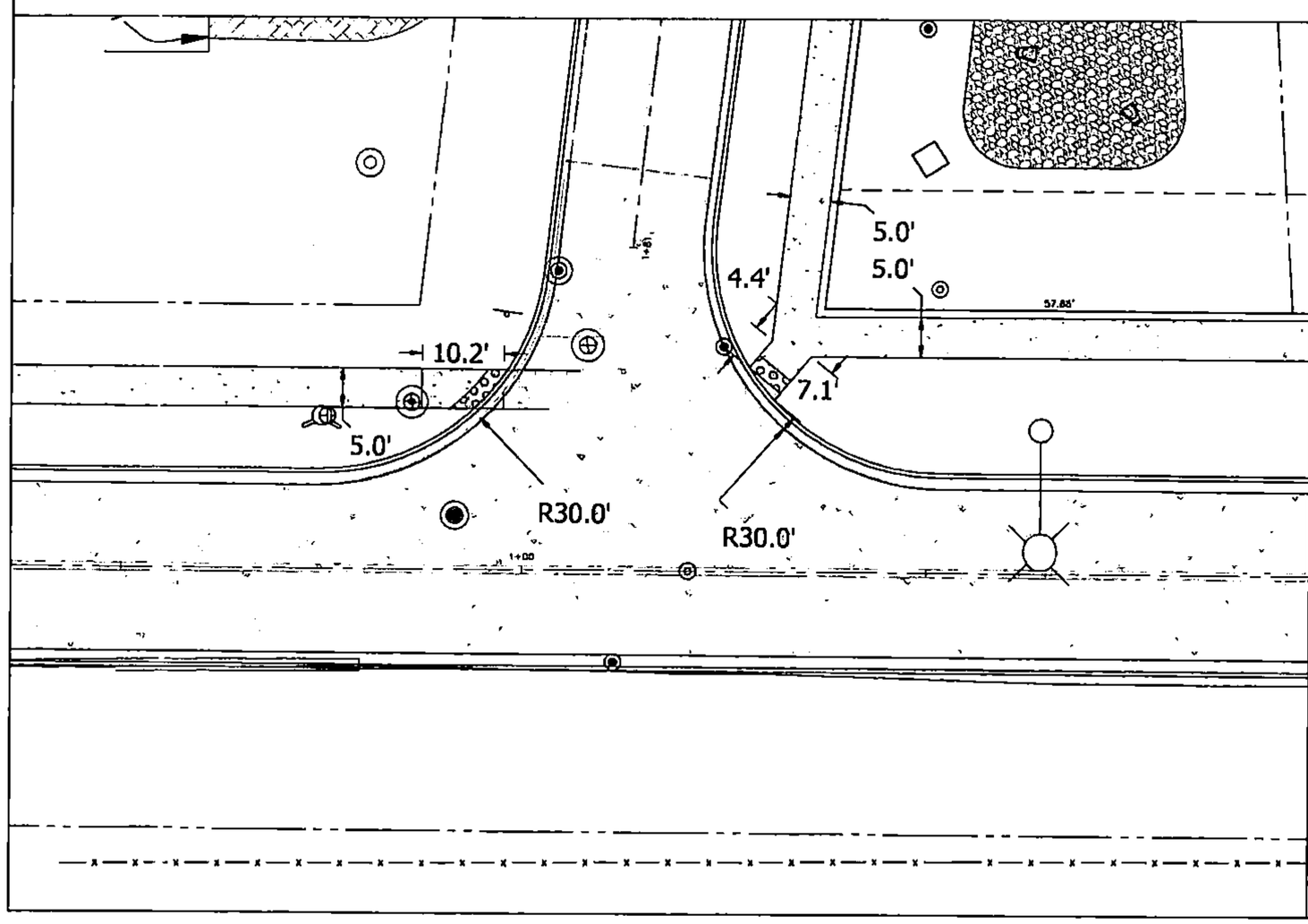
LEGEND:

- VCBMP AREA (DRYWELL)
- 5' PCC SIDEWALK, 5" & 6" AT DRIVEWAY
- RECONSTRUCTED ROADWAY ASPHALT
- RECONSTRUCTED ROADWAY CONCRETE
- RESURFACE DRIVEWAYS TO MATCH PROPOSED
- DETECTABLE WARNING
- DRIVEWAY (PRIVATE PROPERTY)
- DRIVEWAY (APRON)



10 0 10
Scale 1" = 10'

CUMNOR AVENUE AND HILL AVENUE INTERSECTION



10 0 10
Scale: 1" = 10'

GOLF AVENUE AND HILL AVENUE INTERSECTION

ENGINEERING RESOURCE ASSOCIATES
3701 WEST AVENUE, SUITE 130
ROUND ROCK, TEXAS 78665
PHONE (512) 313-3000
FAX (512) 313-3212
www.engineeringresources.com

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

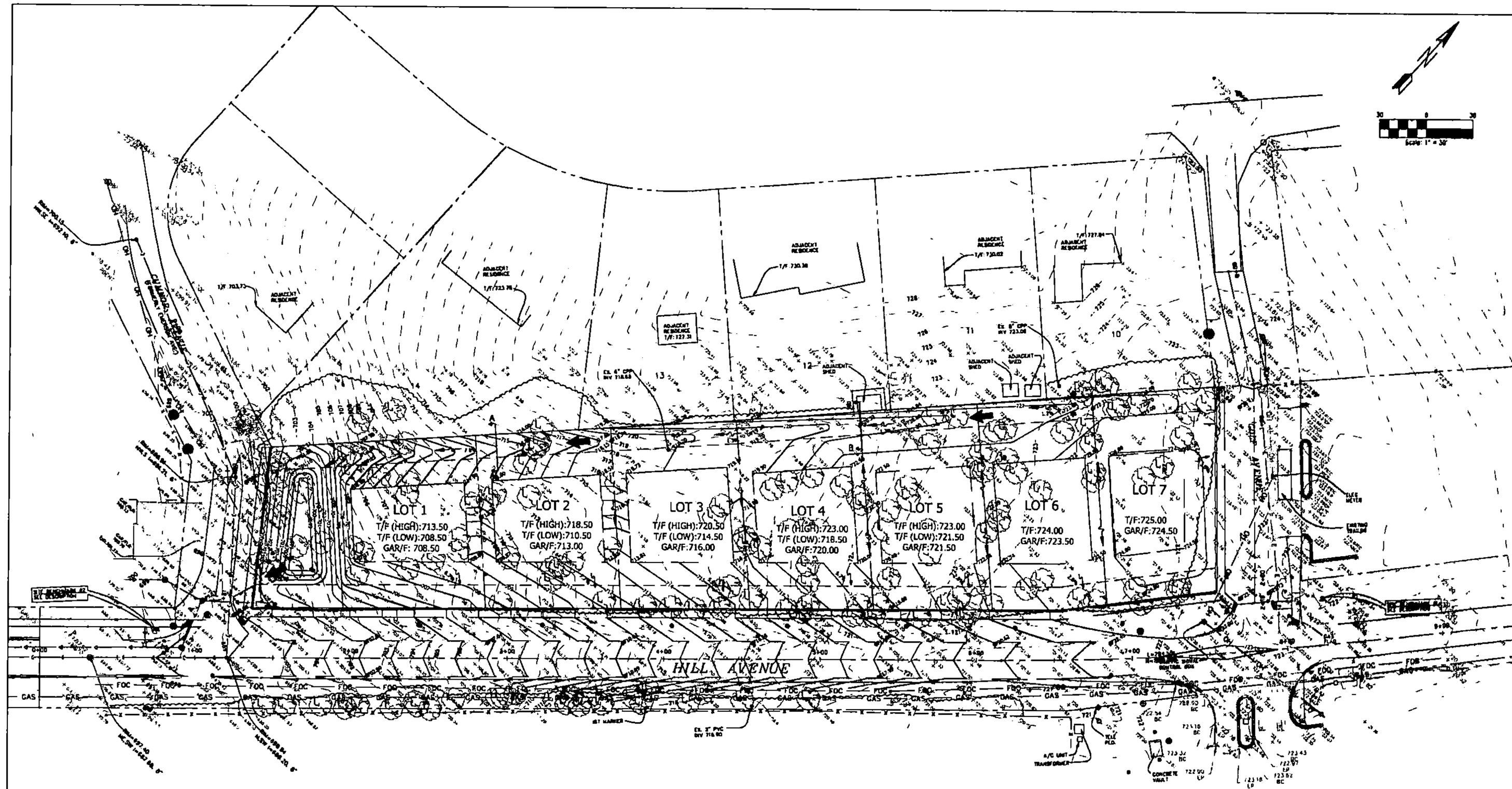
02-20-2021 PERMIT REVISION #5
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

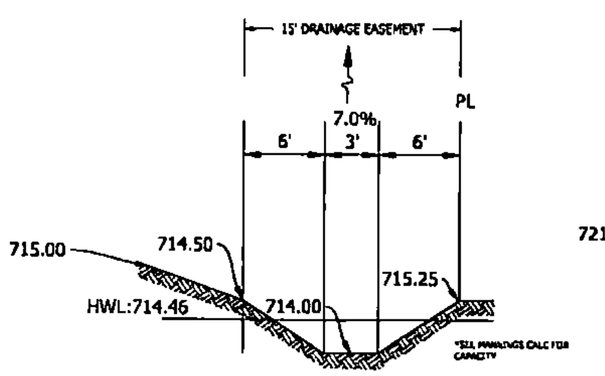
DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	MAV

GEOMETRY PLAN

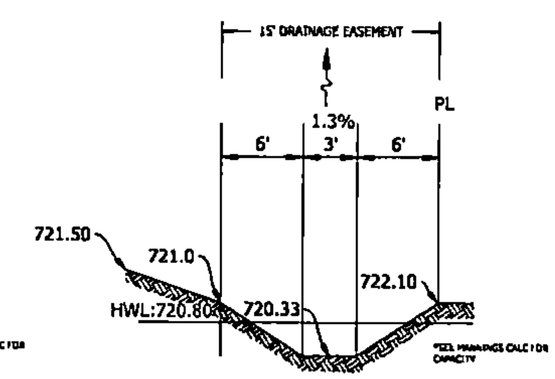
C-6.1
SHEET

C:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Ave Glen Ellyn\CADD\1\SHEETS\150106 SHEET C-6.0_GeometryPlan.dwg





REAR YARD SWALE CROSS SECTION A-A
N.T.S



REAR YARD SWALE CROSS SECTION B-B
N.T.S.

LEGEND:

OVERLAND FLOW PATH

DRAINAGE SWALE SLOPE

NOTES:

1. STORMWATER MANAGMENT CONVEYANCE FACILITIES (SEWERS, SWALES) MUST BE INSTALLED AT THE BEGINNING OF CONSTRUCTION TO AVOID IMPACTS TO OFFSITE PROPERTIES.
2. ROADWAY SPOT ELEVATIONS ARE MEASURED AS THE EDGE OF PAVEMENT ELEVATION
3. IN ALL SITUATIONS THE ADJACENT GRADE NEXT THE BUILDINGS SHALL BE AT MINIMUM 0.5' BELOW THE TOP OF FOUNDATION AND SLOPE AWAY FROM THE STRUCTURE.
4. ALL GRADE TRANSITIONS SHALL BE SMOOTH, NO ABRUPT CHANGES TO ELEVATIONS SHALL BE ALLOWED IN PAVEMENT OR GRASSED AREAS.
5. CONTOURING SHALL BE USED AS A GUIDE AND ELEVATIONS SHALL NOT BE INTERPOLATED ALONG LINES.
6. REFER TO SHEET 11.0 & 11.1 FOR INTERSECTION SIDEWALK DETAILS.

ENGINEERING RESOURCE ASSOCIATES

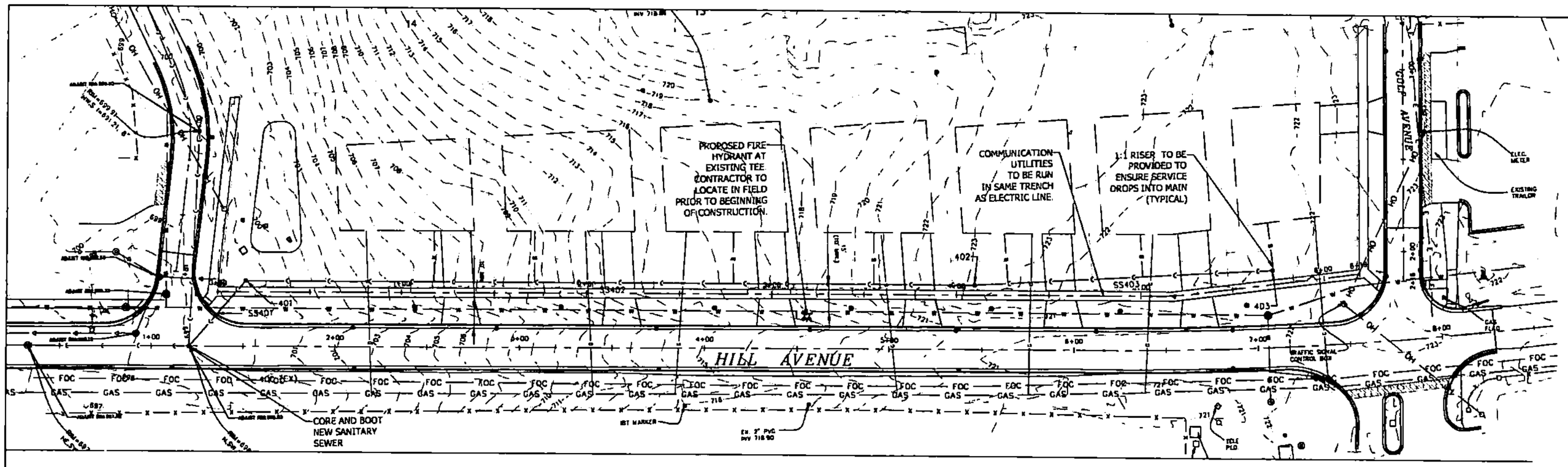
PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150296

DATE	04-30-2020
PROJECT #	150296.00
FIELD CREW #	194-120-196
DESIGN BY	TF
DRAWN BY	..
CHECKED BY	MW

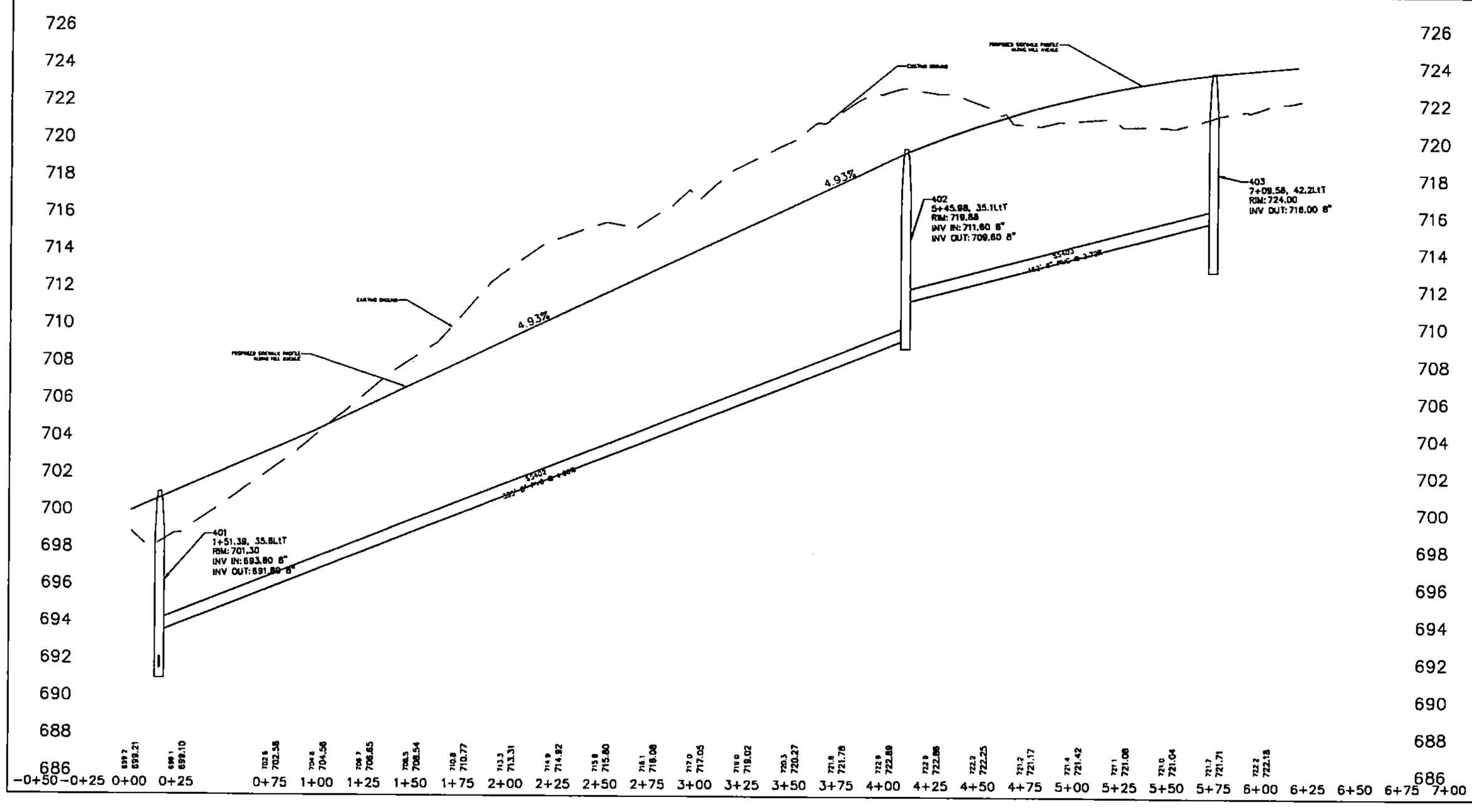
CONTOUR GRADING PLAN

C-7.0
SHEET



UTILITY LEGEND

- UTILITY CROSSING
- WATER SEWER
- SANITARY SEWER
- SANITARY SERVICE (6" PVC)
- STORM SEWER
- SUMP PUMP LINE (6" PVC)
- ELECTRIC UTILITY
- GAS SERVICE
- SANITARY MANHOLE
- STORM MANHOLE



SANITARY STRUCTURES

400 (EX)
EXISTING STRUCTURE
1+20.59 0.00'
RIM: 698.98'
INV: 690.20' 8" N
INV: 688.20' 8" SW
INV: 688.20' 8" NW

401
4' MH TYPE A F&G
1+51.39 -35.65'
RIM: 701.30'
INV: 693.80' 8" NE
INV: 691.80' 8" S

402
4' MH TYPE A F&G
5+45.98 -35.12'
RIM: 719.88'
INV: 711.60' 8" NE
INV: 709.60' 8" SW

403
4' MH TYPE A F&G
7+09.58 -42.15'
RIM: 724.00'
INV: 716.00' 8" SW

SANITARY PIPES

SS403: 162' - 8" PVC SANITARY SEWER @ 2.22%
SS402: 395' - 8" PVC SANITARY SEWER @ 4.00%
SS401 47' - 8" PVC SANITARY SEWER @ 3.40%

ENGINEERING RESOURCE ASSOCIATES
3240 WEST ARROW, SUITE 150
SHELBY TOWNSHIP, MI 48316-4555
PHONE (586) 739-3900
FAX (586) 739-7218
www.engineeringresource.com

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

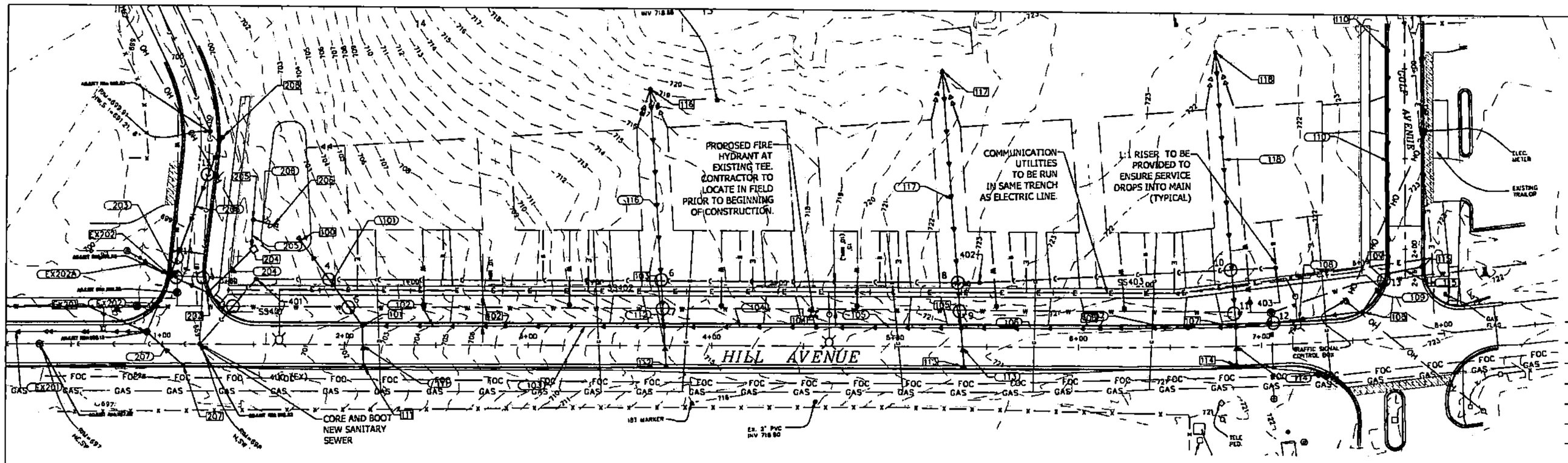
08-20-2021 PERMIT REVISION #5
06-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

DATE	04-30-2020
PROJECT #	150106.00
PROP. DESIGN #	194.001186
DRAWN BY	TF
CHECKED BY	NAV

UTILITY PLAN & SANITARY PROFILE

C-8.0
SHEET

C:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Ave Glen Ellyn\CADD\SHEETS\150106 SHEET C-8.0_Utility Plan.dwg



30 0 30
Scale: 1" = 30'

UTILITY LEGEND

- UTILITY CROSSING
- WATER SEWER
- SANITARY SEWER
- SANITARY SERVICE (6" PVC)
- STORM SEWER
- SUMP PUMP LINE (6" PVC)
- ELECTRIC UTILITY
- GAS SERVICE
- SANITARY MANHOLE
- STORM MANHOLE

UTILITY NOTES:

1. STORMWATER MANAGEMENT CONVEYANCE FACILITIES (SEWERS, SWALES) MUST BE INSTALLED AT THE BEGINNING OF CONSTRUCTION TO AVOID IMPACTS TO OFFSITE PROPERTIES.
2. OVERHEAD UTILITIES ON GOLF AND CUMNOR TO BE UNDERGROUND. DIRECTIONAL BORE WHERE GOING UNDER EXISTING IMPROVEMENTS.
3. ELECTRIC, COMMUNICATION, AND GAS LINES TO BE AT LEAST 18" ABOVE WATER, SANITARY, AND STORM UTILITIES.
4. MINIMUM 10' SEPARATION BETWEEN WATERMAIN AND STORM OR SANITARY MAINS THAT RUN PARALLEL.
5. ALL SANITARY SERVICES WILL EXTEND FROM MAIN AT 2% UNTIL 10' PAST WATER MAIN, THEN A 1:1 RISER WILL BE INSTALLED.
6. ALL SANITARY SERVICE LINES SHALL BE PVC SDR 26, MEETING THE REQUIREMENTS OF ASTM D-2241 AND THE FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM D-3212.

	Top Crossing		Bottom Crossing		
Crossing #	Type	Bottom of Pipe Elevation	Type	Top of Pipe Elevation	Elevation Difference (Ex)
1	Storm	694.75	Sanitary	689.85	4.90
2	Storm	694.19	Water	691.90	2.29
3	Water	693.30	Sanitary	691.80	1.50
4	Storm	699.24	Sanitary	695.99	3.26
5	Storm	699.35	Water	697.13	2.22
6	Storm	707.62	Sanitary	703.23	4.39
7	Storm	707.59	Water	706.05	1.54
8	Storm	712.11	Sanitary	709.79	2.32
9	Water	713.42	Storm	711.46	1.95
10	Storm	717.41	Sanitary	715.71	1.70
11	Storm	717.84	Water	716.33	1.51
12	Storm	717.51	Water	715.90	1.61
13	Storm	718.98	Water	717.45	1.53
14	Storm	695.96	Water	692.50	3.46
15	Storm	696.84	Sanitary	691.32	5.52

STORM STRUCTURES

100
1+75.62, 57.07'Lt
27" FES
RIM: 70. 76
INV:698.20 (27.00,E)

101
2+09.73, 10.57'Lt
4' MH TYPE 3 F&G
RIM: 702 31
INV:698 99 (21.00,NE)
INV:699 64 (12.00,SE)
INV:698 49(27.00,W)

102
2+87.53, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 706 14
INV:702 61 (21.00,NE)
INV:700 70(21.00,SW)

103
3+73.97, 10.64'Lt
4' MH TYPE 3 F&G
RIM: 710 33
INV:706 30 (18.00,NE)
INV:706 50 (12.00,SE)
INV:706 50 (12.00,NW)
INV:704 51(21.00,SW)

104
4+57.00, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 714 69
INV:710 32 (18.00,NE)
INV:708 33(18.00,SW)

105
5+35.98, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 718 26
INV:714 30 (18.00,NE)
INV:714 30 (12.00,SE)
INV:714 30 (12.00,NW)
INV:712 79(18.00,SW)

106
6+11.95, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 720.98
INV:716.06 (15.00,NE)
INV:715.82(18.00,SW)

107
6+86.37, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 722.67
INV:717.92 (15.00,NE)
INV:718.30 (12.00,SE)
INV:718.30 (12.00,NW)
INV:717.91(15.00,SW)

108
7+56.42, 15.48'Lt
4' MH TYPE 3 F&G
RIM: 721.00
INV:719.32 (15.00,N)
INV:719.31(15.00,SW)

109
7+72.22, 35.31'Lt
4' MH TYPE 11 F&G
RIM: 723.93
INV:719.82 (15.00,NW)
INV:720.20 (12.00,NE)
INV:719.82(15.00,S)

110
7+82.44, 158.51'Lt
4' INLET TYPE 11 F&G
RIM: 723.55
INV:720.44(15.00,SE)

111
2+10.57, 11.54'Rt
4' INLET TYPE 3 F&G
RIM: 702.01
INV:699.75(12.00,NW)

112
3+75.31, 11.36'Rt
4' INLET TYPE 3 F&G
RIM: 710.09
INV:707.56(12.00,NW)

113
5+37.67, 11.29'Rt
4' INLET TYPE 3 F&G
RIM: 717.99
INV:714.74(12.00,NW)

114
5+85.99, 10.55'Rt
4' INLET TYPE 3 F&G
RIM: 722.47
INV:718.72(12.00,NW)

115
7+90.97, 37 37'Lt
4' INLET TYPE 11 F&G
RIM: 723.73
INV:720 29(12.00,SW)

116
3+66.02, 141.21'Lt
4' MH TYPE 8 F&G
RIM: 718.78
INV:712.78(12.00,SE)

117
5+25.08, 152 18'Lt
4' MH TYPE 8 F&G
RIM: 722.98
INV:717 14(12.00,SE)

118
6+79.30, 162.68'Lt
4' MH TYPE 8 F&G
RIM: 722.31
INV:719.06(12.00,SE)

203
4' MH TYPE 11 F&G
RIM: 699.80
INV:694.55 (18.00,N)
INV:694.48(18.00,W)

204
1+48.66, 51.17'Lt
SQUARE STRUCTURE WITH 4'X4' GRATE
RIM: 702.50
INV:695.71 (12.00,NW)
INV:695.21(18.00,S)

205
1+49.60, 68.40'Lt
4' RESTRICTOR MH CLOSED LID
RIM: 702.40
INV:698.00 (12.00,NE)
INV:696.09(12.00,SE)

206
1+60.77, 65.61'Lt
12" FES
RIM: 699.43
INV:698.20(12.00,SW)

207
1+11.44, 11.47'Rt
4' INLET TYPE 3 F&G
RIM: 698.48
INV:694.71(12.00,W)

208
1+32.56, 113.83'Lt
4' INLET TYPE 11 F&G
RIM: 699.62
INV:696.27(12.00,S)

EX200
EXISTING 4' STRUCTURE
RIM: 694.54
INV:692.50 (18.00,NE)

EX201
0+91.58, 6.78'Lt
EXISTING 4' STRUCTURE
RIM: 698.12
INV:694.14 (18 00,N)
INV:694 44 (12.00,E)
INV:693.94(18.00,SW)

EX202
1+04.27, 37.55'Lt
4' MH TYPE 11 F&G
RIM: 699.33
INV:694.14 (18.00,E)
INV:694.14 (15.00,W)
INV:694.64 (12.00,N)
INV:694.14(18.00,S)

STORM PIPES

101: 58LF - 27" STORM SEWER @ 0.50%
102: 78LF - 21" STORM SEWER @ 2.20%
103: 86LF - 21" STORM SEWER @ 2.20%
104: 83LF - 18" STORM SEWER @ 2.20%
105: 79LF - 18" STORM SEWER @ 2.50%
106: 76LF - 18" STORM SEWER @ 2.00% (C900)
107: 74LF - 15" STORM SEWER @ 2.50% (C900)
108: 70LF - 15" STORM SEWER @ 2.00% (C900)
109: 25LF - 15" STORM SEWER @ 2.00% (C900)
110: 124LF - 15" STORM SEWER @ 0.50%
111: 22LF - 12" STORM SEWER @ 0.50%
112: 22LF - 12" STORM SEWER @ 4.80%
113: 22LF - 12" STORM SEWER @ 2.00%
114: 21LF - 12" STORM SEWER @ 2.00%
115: 19LF - 12" STORM SEWER @ 0.50%
116: 131LF - 12" STORM SEWER @ 4.80%
117: 142LF - 12" STORM SEWER @ 2.00%
118: 152LF - 12" STORM SEWER @ 0.50%
203: 23LF - 18" STORM SEWER @ 1.50%
204: 33LF - 18" STORM SEWER @ 2.00%
205: 17LF - 12" STORM SEWER @ 2.20%
206: 12LF - 12" STORM SEWER @ 1.70%
207: 27LF - 12" STORM SEWER @ 1.00%
208: 81LF - 12" STORM SEWER @ 2.00% (C900)
EX201: 144LF - 18" STORM SEWER @ 1.00%
EX202: 33LF - 18" STORM SEWER @ 0.00%
EX202A: 27LF - 15" STORM SEWER @ 1.00%

ENGINEERING RESOURCE ASSOCIATES
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BERLIN, NEW JERSEY 08009
PHONE (856) 393-3000
FAX (609) 397-2132
www.engineeringresources.com

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

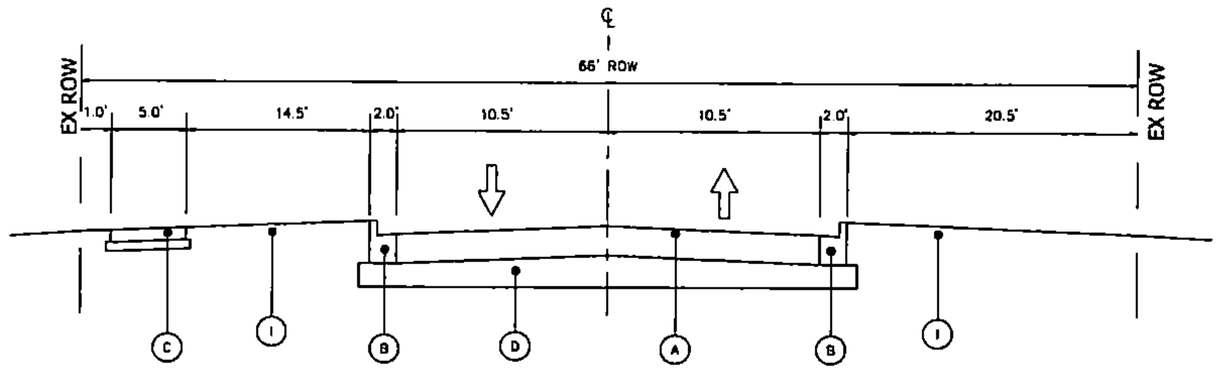
DR.01.2021 PERMIT REVISIONS
04.30.2020 PERMIT SUBMITTAL
DESCRIPTION:

DATE : 04.30.2020
PROJECT # : 150106.00
PROF. DESIGN # : 184.001186
DRAWN BY : TF
CHECKED BY : NAV

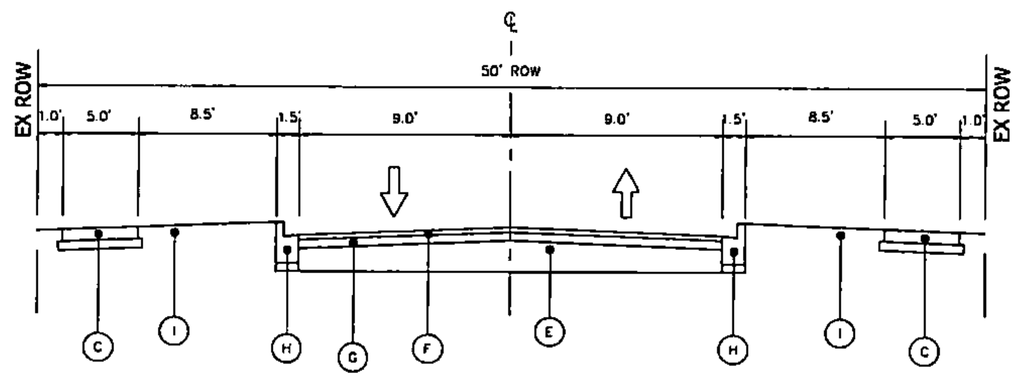
UTILITY PLAN

C-8.1
SHEET

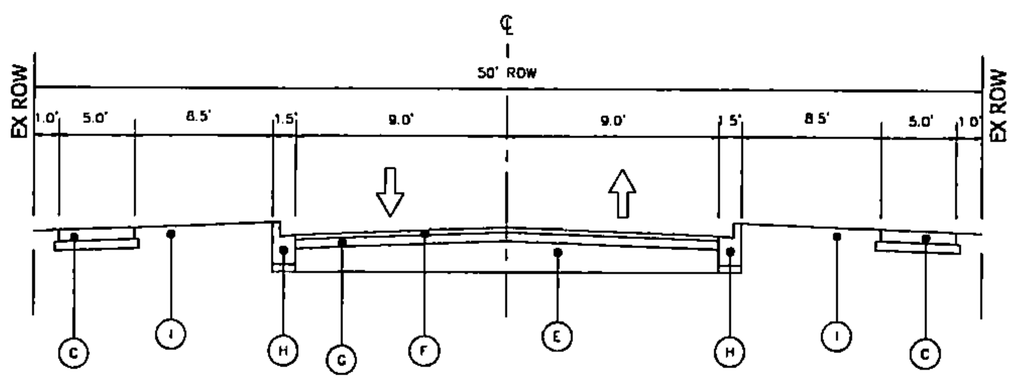
E:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 HillAvenueGlenEllyn\CADD\SHEETS\150106 SHEET C-8.0_UTILITY Plan.dwg



PROPOSED TYPICAL SECTION
HILL AVENUE



PROPOSED TYPICAL SECTION
GOLF AVENUE



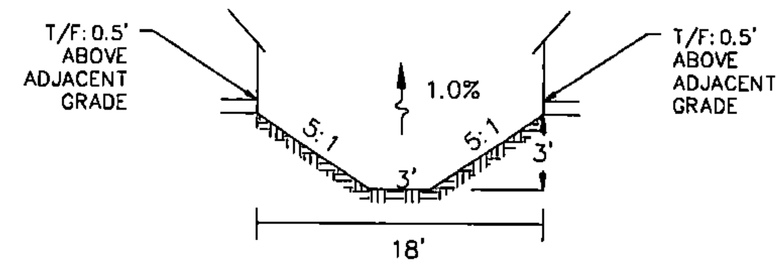
PROPOSED TYPICAL SECTION
CUMNOR AVENUE

PROPOSED LEGEND

- (A) PCC FULL DEPTH PAVEMENT, 8 "
- (B) COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18
- (C) PORTLAND CEMENT CONCRETE SIDEWALK (5')
  SUBBASE GRANULAR MATERIAL, TYPE B 4"
- (D) AGGREGATE SUBGRADE IMPROVEMENT, 12"
- (E) AGGREGATE SUBBASE 8"
- (F) HMA SURFACE COURSE, 2"
- (G) HMA BINDER COURSE, 4.25"
- (H) COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12
- (I) 4" TOPSOIL AND LAWN SEED MIX

EXISTING LEGEND

- (1) EXISTING ASPHALT PAVEMENT
- (2) EXISTING AGGREGATE SHOULDER
- (3) EXISTING SUBGRADE



TYPICAL SIDE-YARD SWALE

N.T.S.

HOT-MIX ASPHALT MIXTURE REQUIREMENTS

MIXTURE TYPE	AC TYPE	AIR VOIDS @ NDES
FULL DEPTH PAVEMENT, 6.25"		
HOT MIX ASPHALT SURFACE COURSE, MIX "D", N50; 2.0"	PG 64-22	4% @ 50 GYR.
HOT MIX ASPHALT BINDER COURSE, IL-19.0L, N50; 4.25"	PG 64-22	4% @ 50 GYR.

THE UNIT WEIGHT USED TO CALCULATE ALL HOT-MIX ASPHALT MIXTURES IS 112 LBS/SQ YD/IN.

QUALITY MANAGMENET PROGRAM (QMP) SHALL BE QUALITY CONTROL/QUALITY ASSURANCE (QC/QA) FOR ALL HOT-MIX ASPHALT PAVEMENTS

ENGINEERING RESOURCE ASSOCIATES
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VOLO, ILLINOIS 60133
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FAX (847) 393-2152
www.engineeringrea.com

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

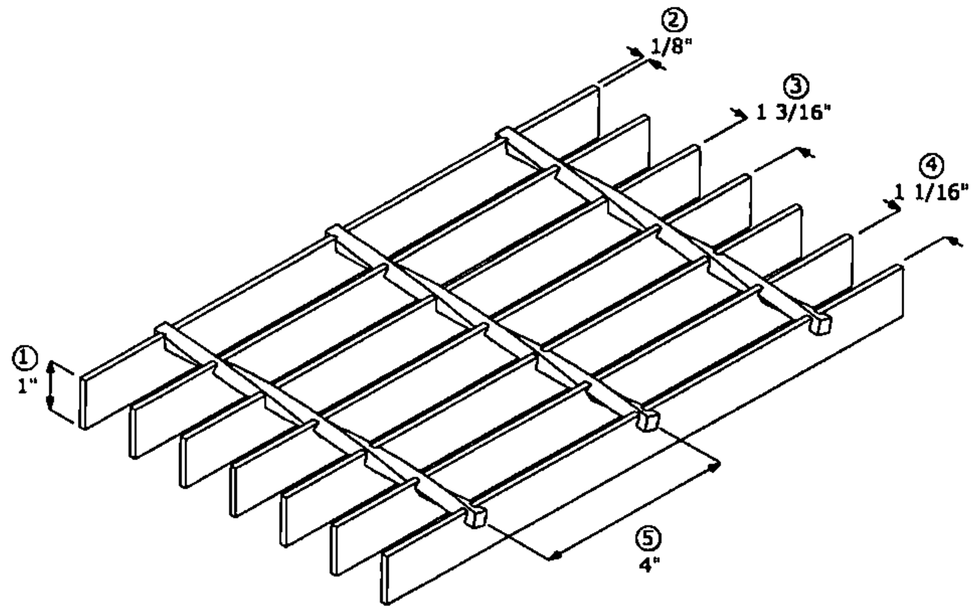
08-20-2021	PERMIT REVISION #6
06-30-2020	PERMIT SUBMITTAL
DESCRIPTION:	

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	NAV

TYPICAL SECTIONS

C-9.0
SHEET

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hillside Glen Dev\CADD\SHEETS\150106 SHEET C-9.0_Typical Sections.dwg



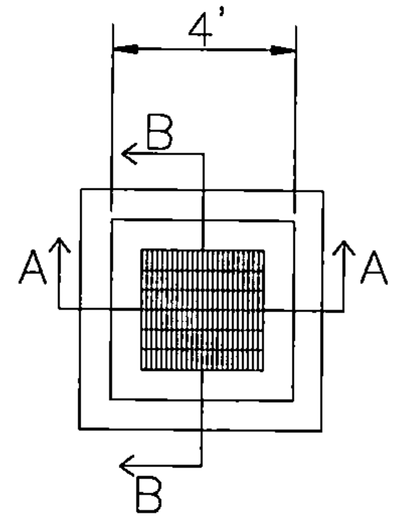
CONSTRUCTION TYPE:	Welded
SERIES TYPE & NAME:	GW-100-A
PRODUCT SPACING:	19-W-4
PRIMARY MATERIAL:	Galvanized
BEARING BAR SHAPE	Rectangular Bar
BEARING BAR SURFACE:	Smooth
PERCENT OPEN AREA	81%
BEARING BAR HEIGHT:	1"
BEARING BAR THICKNESS:	1/8"
BEARING BAR SPACING:	1-3/16" (on Center)
BEARING BAR CLEAR SPACING:	1-1/16"
CROSS BAR SPACING:	4" (on Center)

JOB NAME:
DATE:
COMPANY:
NAME:
TITLE
SIGNATURE:

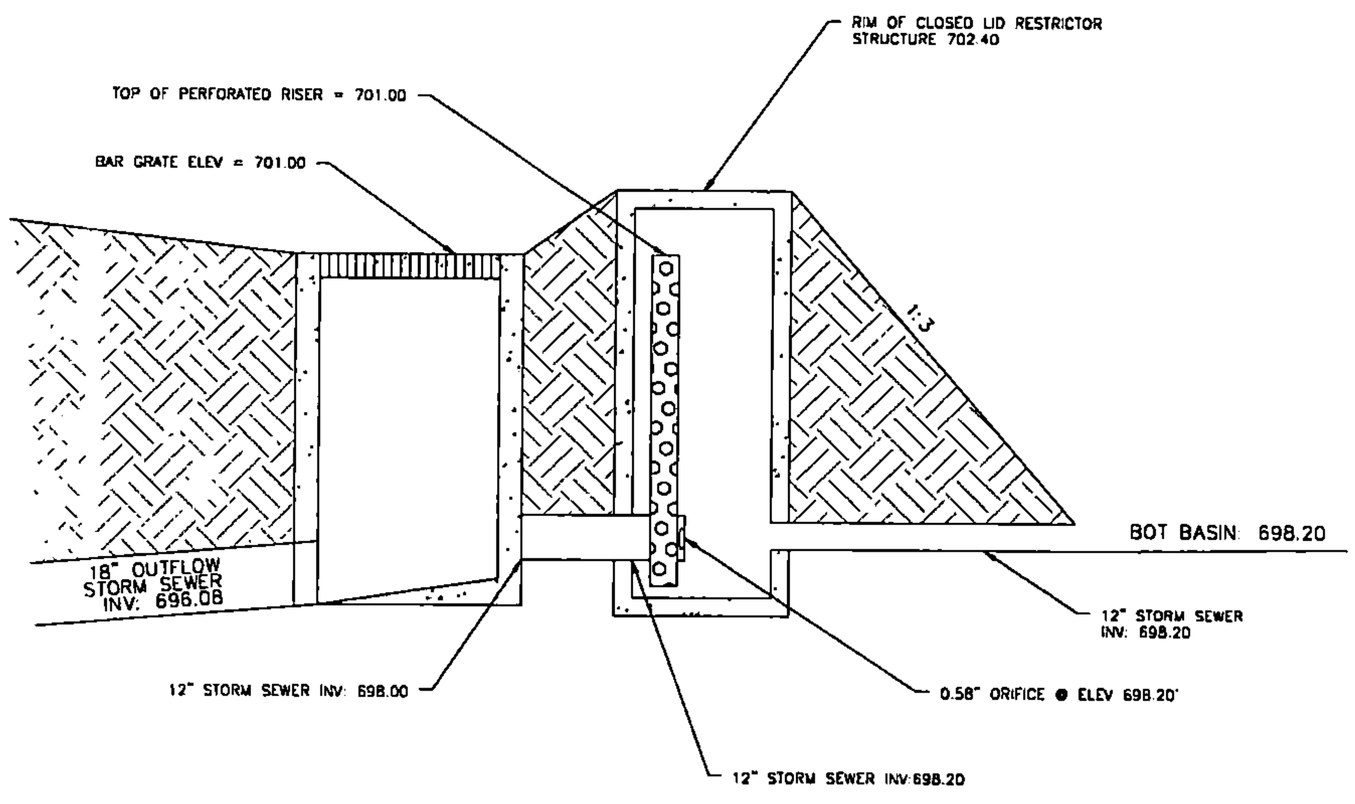
NOT TO SCALE

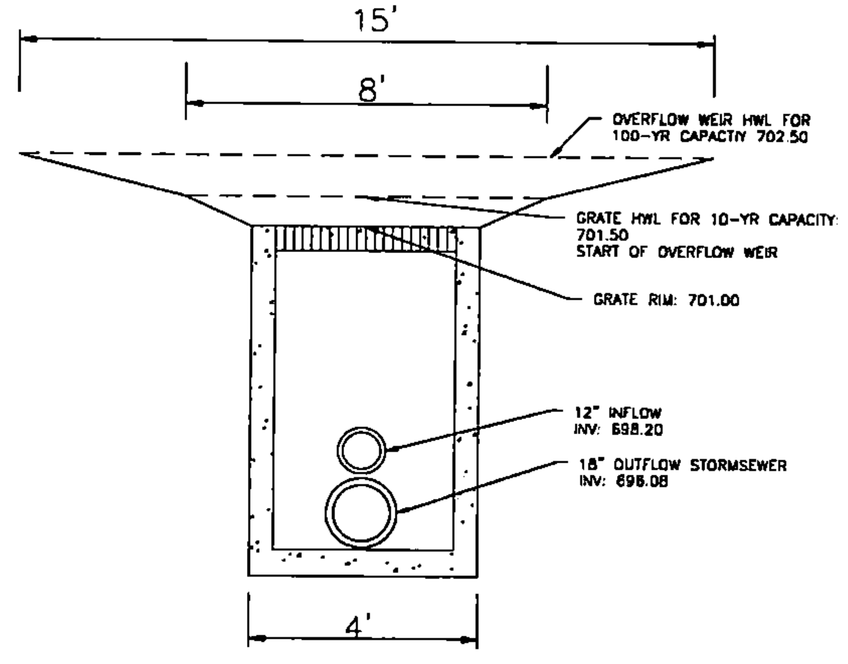
DWG NUMBER:	REVISION:
64011801	A

OVERFLOW GRATE DETAIL



PLAN
N.T.S





BMP OVERFLOW GRATE
SECTION B-B
N.T.S

ENGINEERING RESOURCE ASSOCIATES
3001 WEST AVENUE, SUITE 150
ROUND ROCK, TEXAS 78664
PHONE: (512) 255-8988
FAX: (512) 255-5148
Email: [illegible]

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

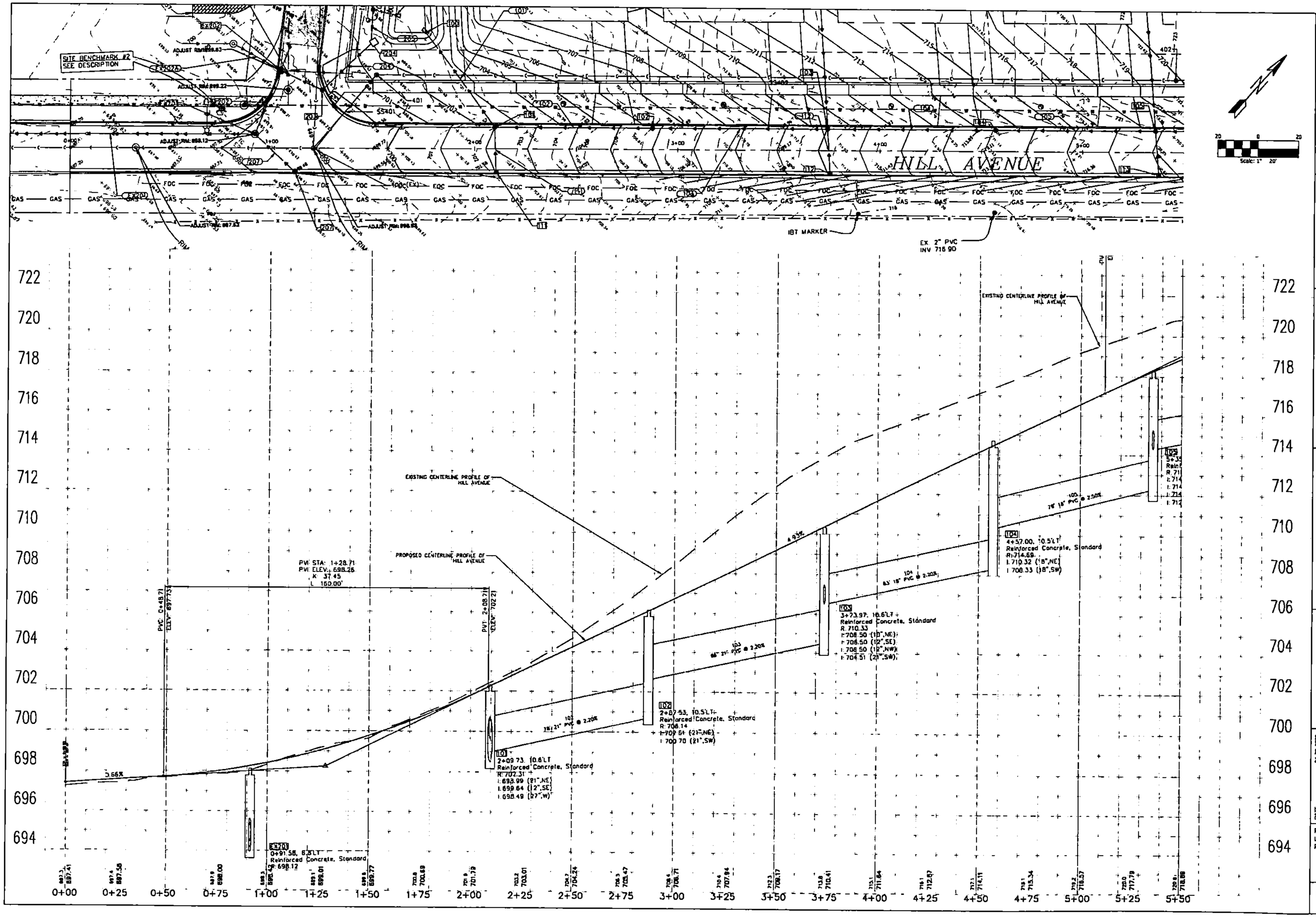
DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001136
DRAWN BY	TF
CHECKED BY	RAV

DESCRIPTION:
06.26.2020 PERMIT RESPONSE #5
04.30.2020 PERMIT SUBMITTAL

BMP DETAILS

C-9.1
SHEET

E:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Avenue Glen Ellyn\CADD\SHEETS\150106 SHEET C-9.0_Typical Sections.dwg



ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

08-26-2021 PERMIT REVISION #5
05-18-2020 PERMIT SUBMITTAL
DESCRIPTION

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TP
CHECKED BY	MAV

ROADWAY & UTILITY PLAN & PROFILE

C-10.0
SHEET

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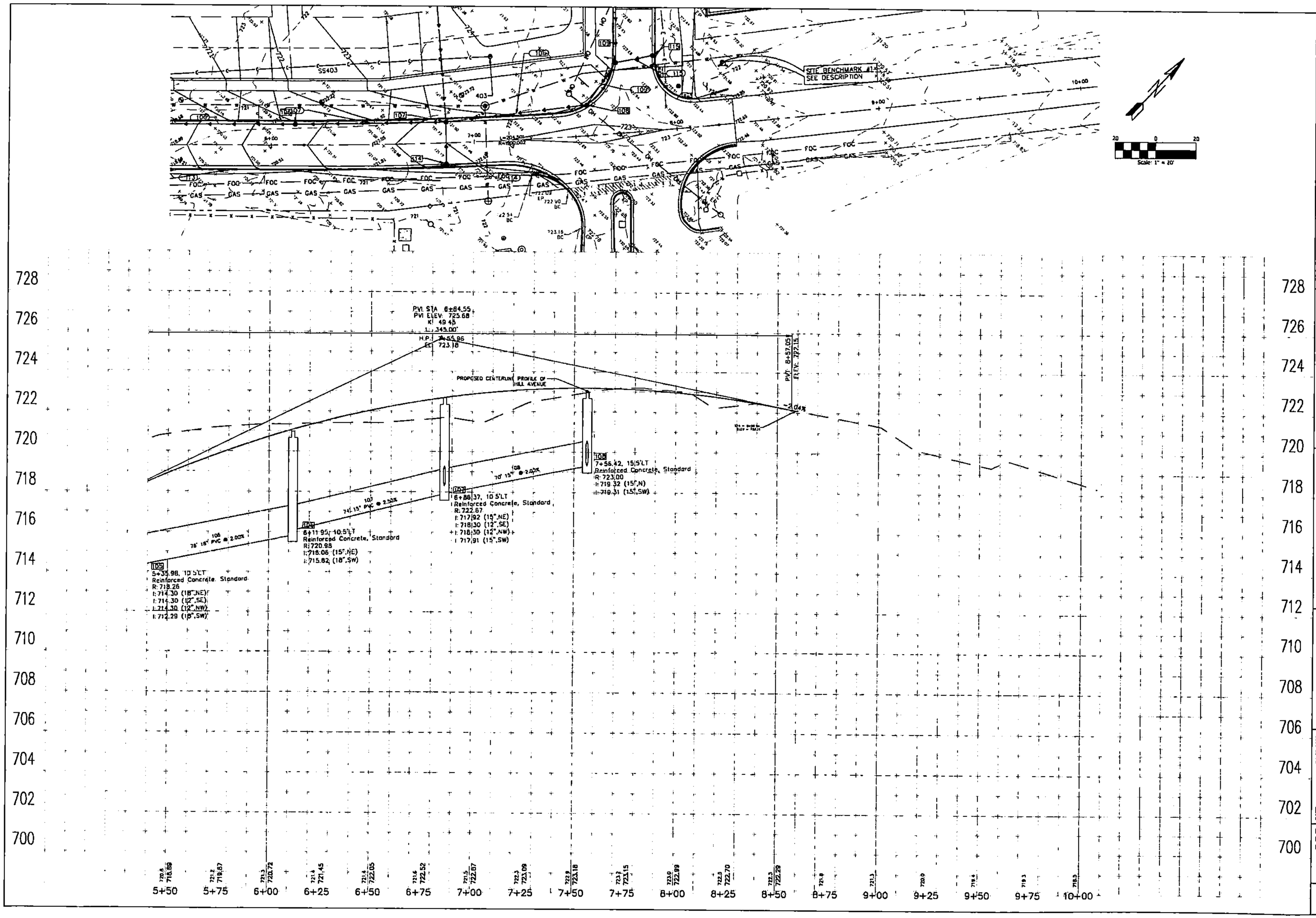

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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

08-20-2021 PERMIT REVISION #5
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION

DATE : 04-30-2020
PROJECT # : 150106.00
PROF. DESIGN # : 184.001186
DRAWN BY : TF
CHECKED BY : NAW

ROADWAY & UTILITY PLAN & PROFILE

C-10.1
SHEET

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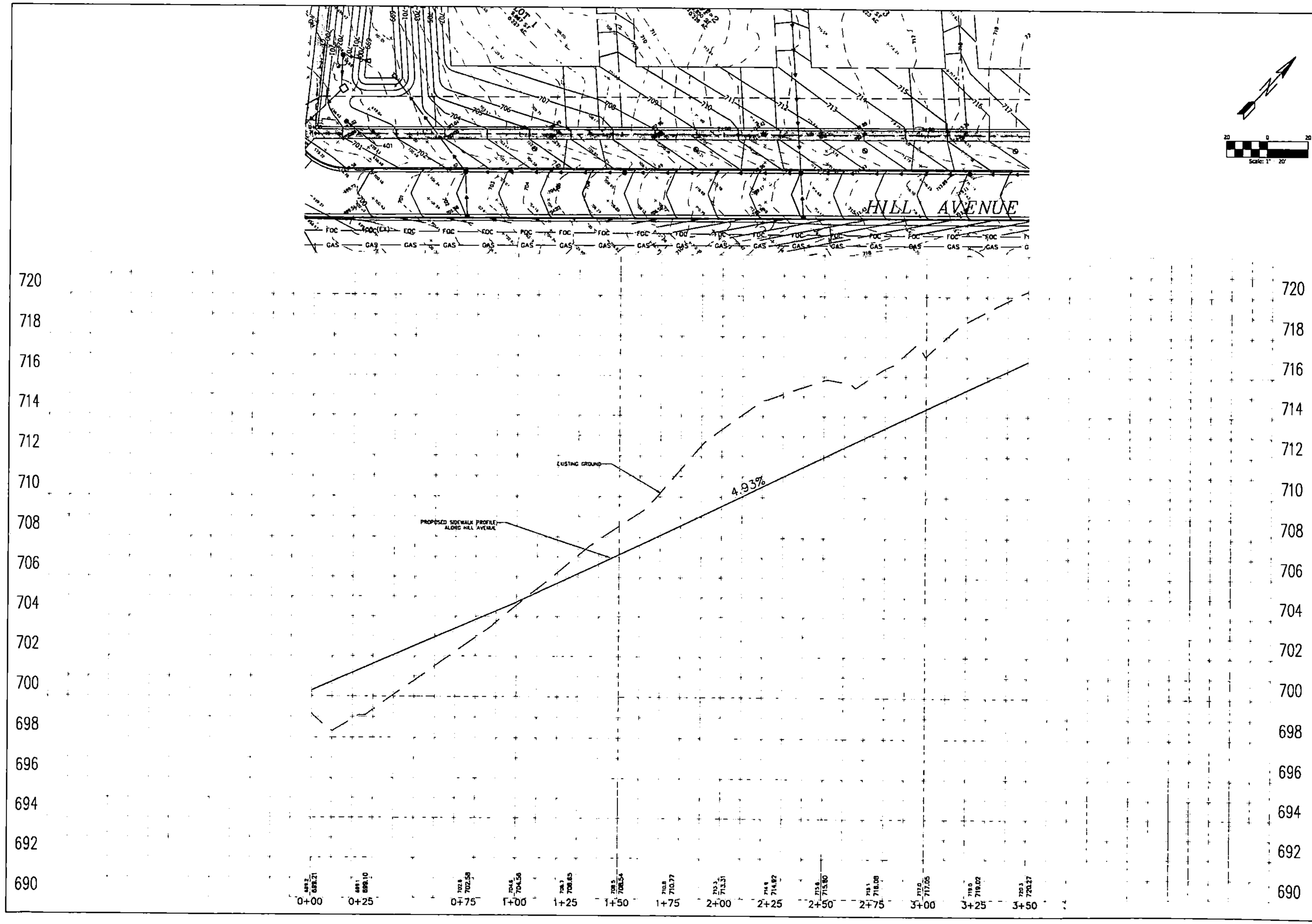


ENGINEERING RESOURCE ASSOCIATES

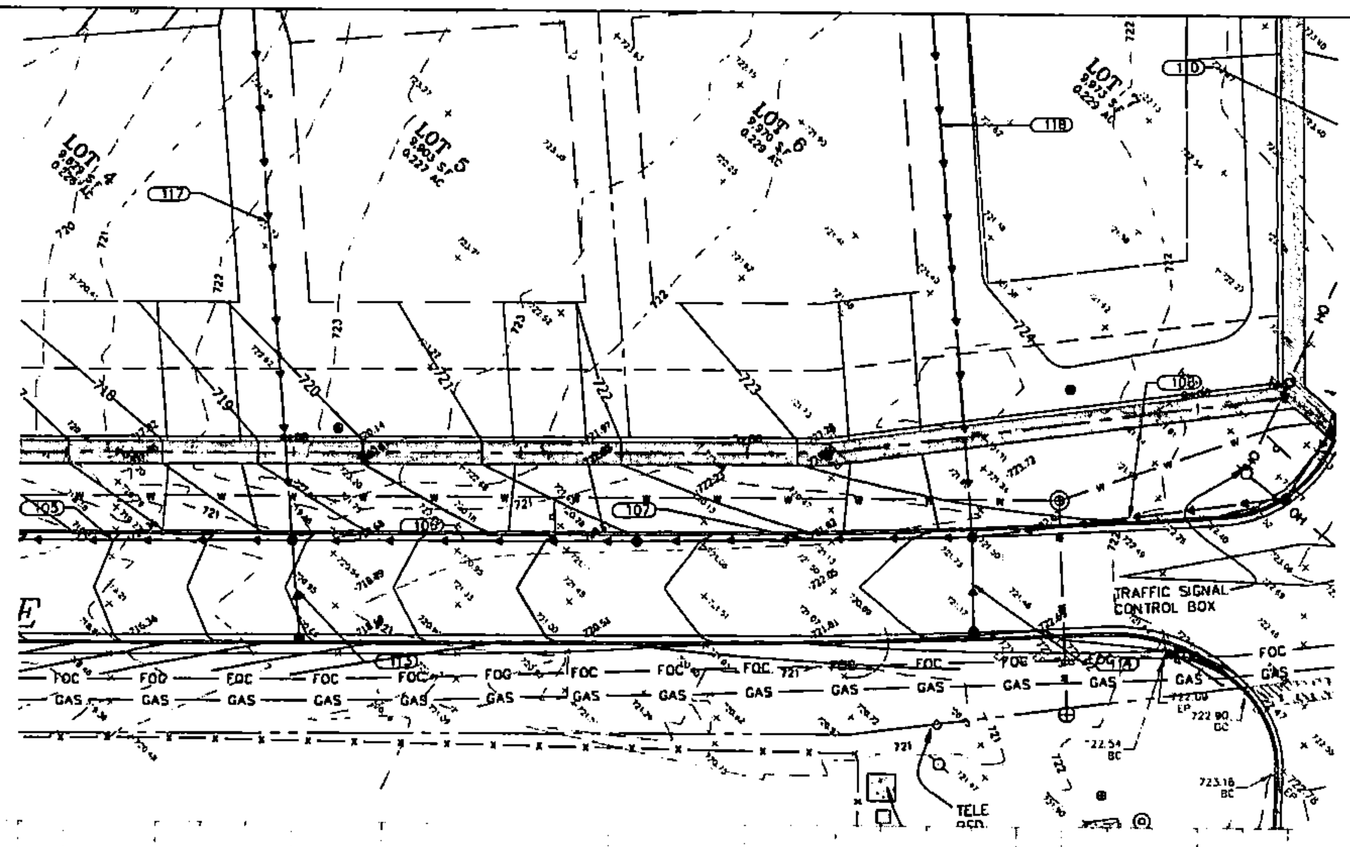
PATRICK J MURPHY BUILDERS

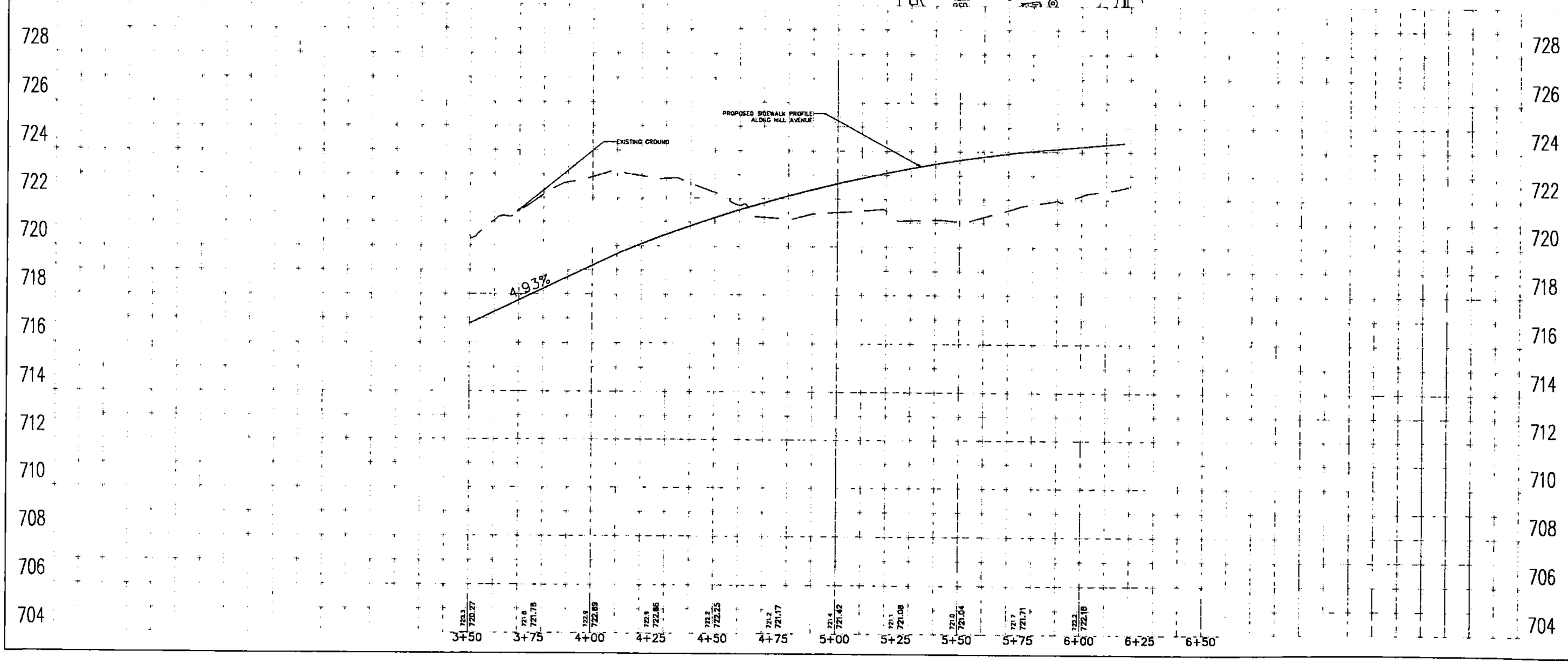
GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE 04-30-2020
PROJECT # 150106.00
PROF. DESIGN # 184.001.186
DRAWN BY TF
CHECKED BY NAV

SIDEWALK PROFILE

C-10.2
SHEET





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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 151106

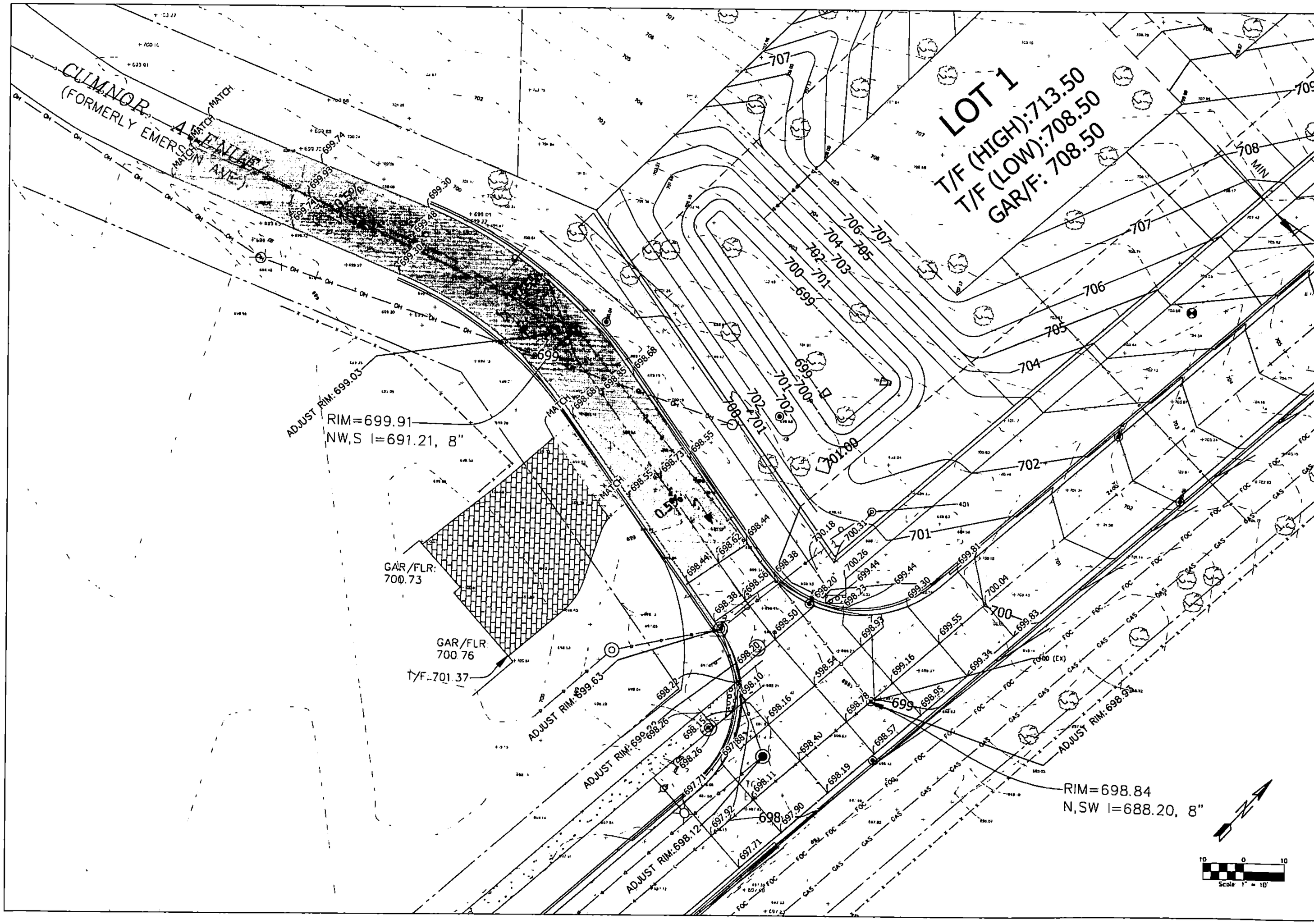
08-26-2021 PERMIT REVISION #5
06-15-2020 PERMIT SUBMITTAL
DESCRIPTION:

DATE	04-30-2020
PROJECT #	151106.00
PROF. DESIGN #	184-001186
DRAWN BY	TF
CHECKED BY	NAV

SIDEWALK PROFILE

C-10.3
SHEET

C:\PROJECTS\Patrick J Murphy Builders Inc\151106.00 Hill Ave Glen Ellyn\CADD\SHEETS\151106 SHEET C-10.D_Preview.PDF.dwg



ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

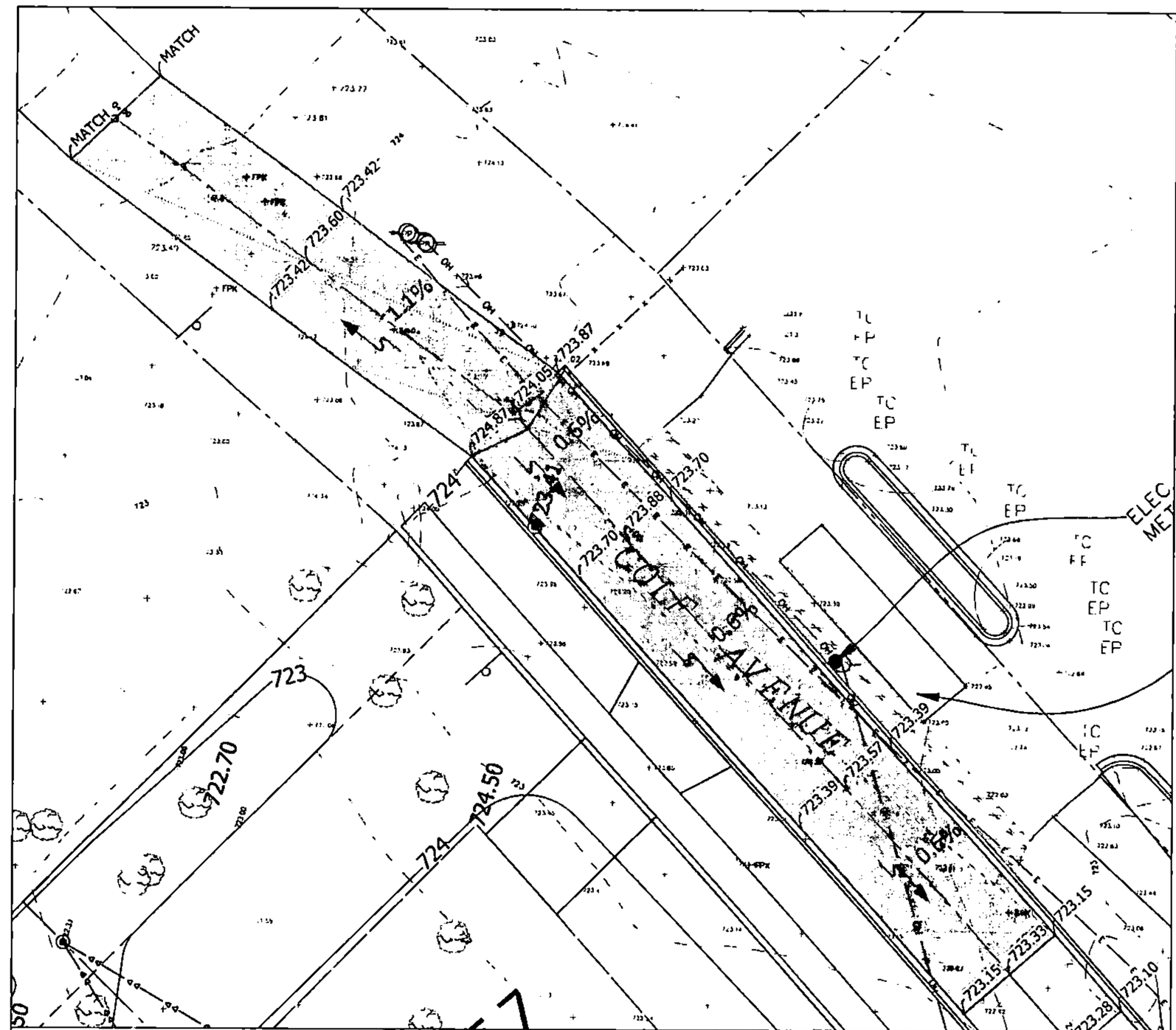
DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001185
DRAWN BY	TF
CHECKED BY	NW

06-30-2021 PERMIT DIVISION #6
04-30-2021 PERMIT SUBMITTAL
DESCRIPTION

CUMNOR AVENUE & HILL INTERSECTION DETAIL

C-11.0
SHEET

E:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Ave Glen Ellyn\CADD\SHEETS\150106 SHEET C-11.0_Intersection Details.dwg

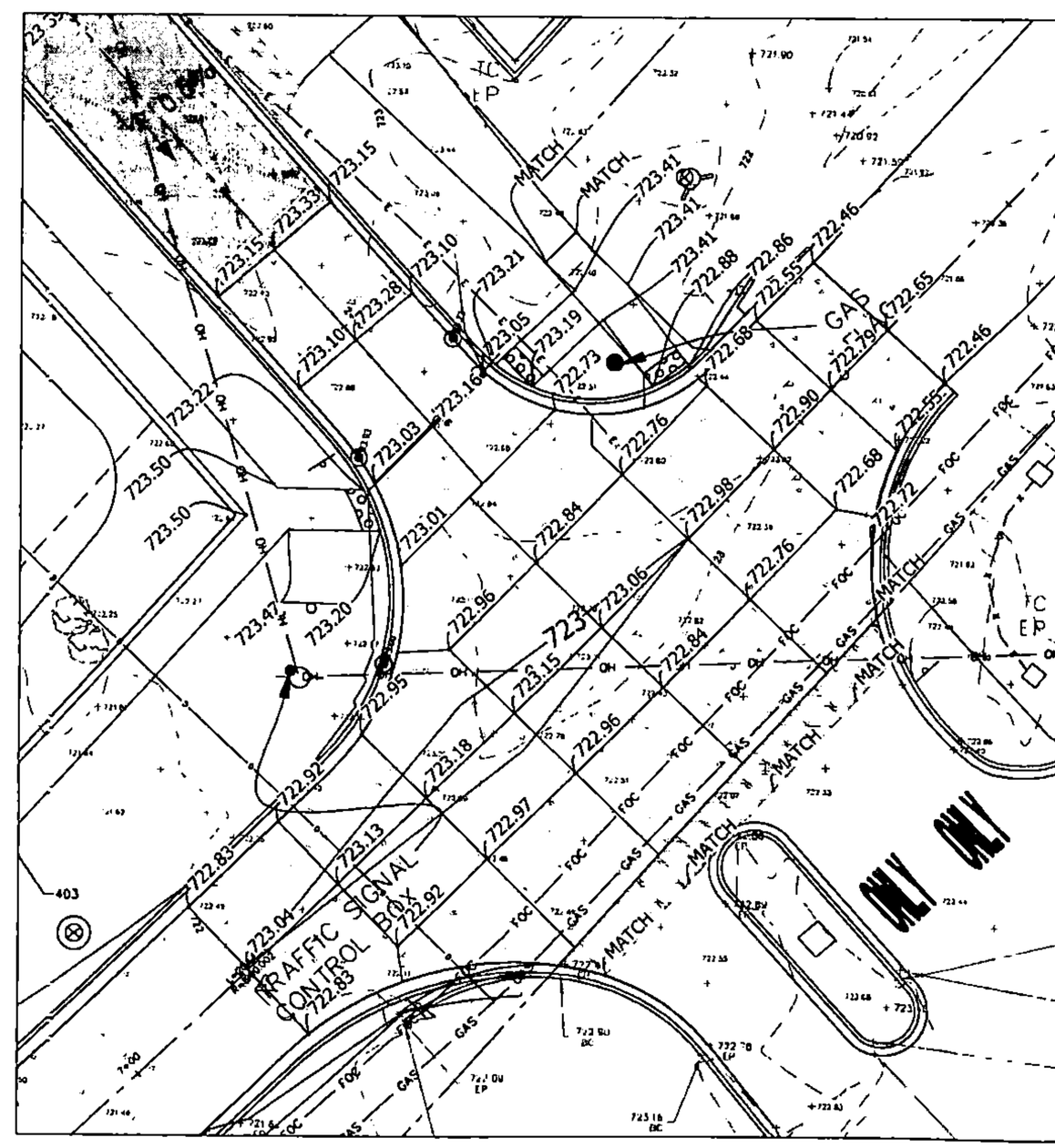


GOLF AVENUE

10 0 10
Scale 1" = 10'

GOLF AVENUE & HILL AVENUE INTERSECTION

10 0 10
Scale 1" = 10'



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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

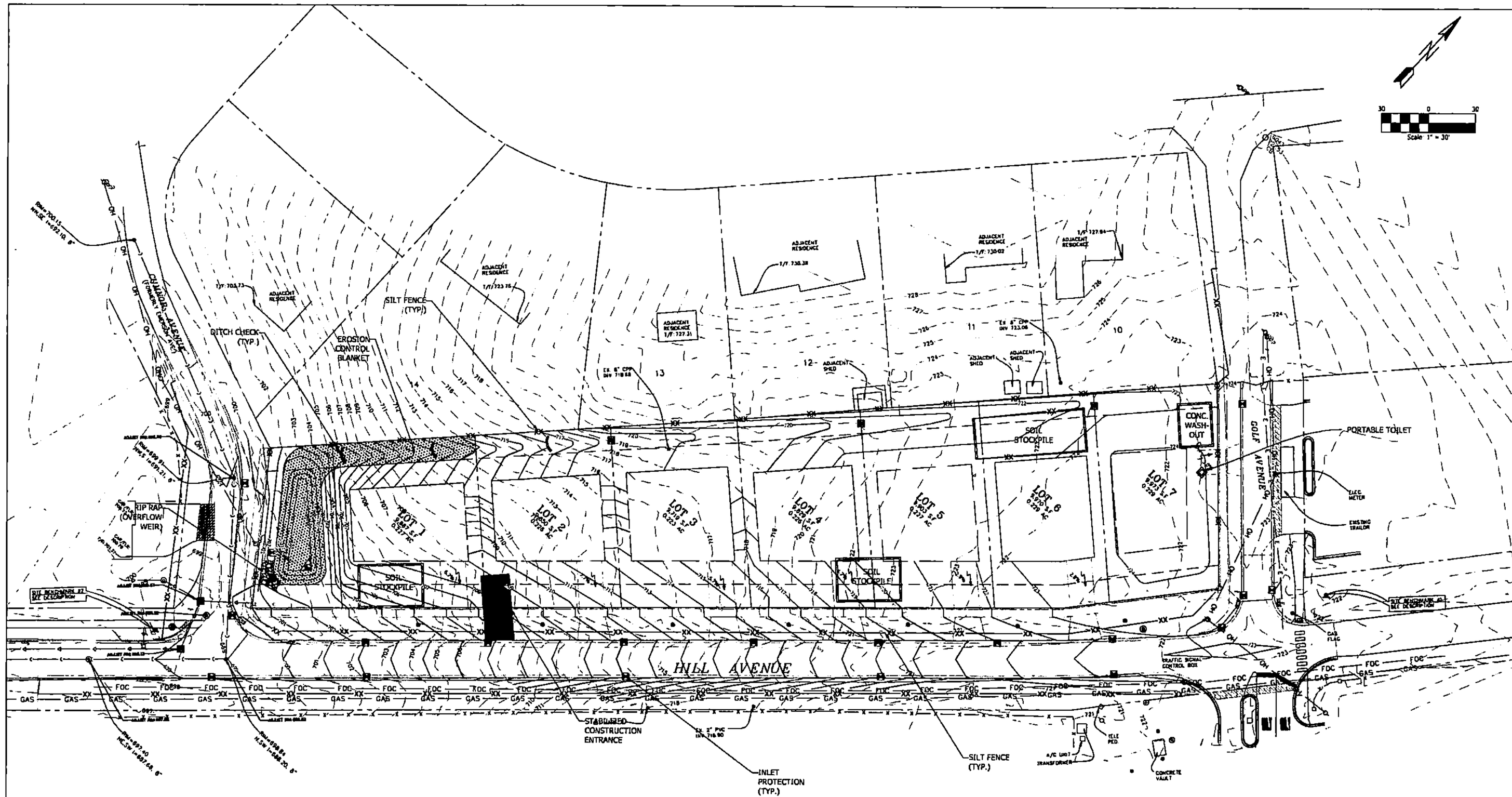
08-20-2021	PERMIT REVISION #5
04-30-2021	PERMIT SUBMITTAL
DESCRIPTION:	

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001185
DRAWN BY	TF
CHECKED BY	MAV

GOLF AVENUE & HILL AVENUE INTERSECTION DETAIL

C-11.1
SHEET

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Ave Glen Ely\CADD\SHEETS\150106 SHEET C-11.0_Intersection Details.dwg



LEGEND

- INLET PROTECTION
- SILT FENCE
- CONSTRUCTION ENTRANCE
- DITCH CHECKS
- EROSION CONTROL BLANKET
- RIP RAP

NOTES:

1. STORMWATER MANAGEMENT CONVEYANCE FACILITIES (SEWERS, SWALES) MUST BE INSTALLED AT THE BEGINNING OF CONSTRUCTION TO AVOID IMPACTS TO OFFSITE PROPERTIES.
2. ALL EROSION CONTROL ELEMENTS SHALL BE IN PLACE AND FUNCTION PRIOR TO THE ONSET OF CONSTRUCTION.
3. EROSION CONTROL ELEMENTS SHALL BE MONITORED THROUGHOUT ALL PHASES OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION IS ACHIEVED.
4. PLEASE REFER TO SHEET C-11.1 FOR ADDITIONAL EROSION CONTROL NOTES.

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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	: 04-30-2020
PROJECT #	: 150106.00
PROJ. DESIGN #	: 184.001186
DRAWN BY	: TF
CHECKED BY	: RAV

DESCRIPTION:
08-20-2021 PERMIT DIVISION #5
04-30-2020 PERMIT SUBMITTAL

EROSION CONTROL PLAN

C-12.0
SHEET

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STORMWATER POLLUTION PREVENTION PLAN

THE FOLLOWING PLAN IS ESTABLISHED AND INCORPORATED IN THE PROJECT TO DIRECT THE CONTRACTOR IN THE PLACEMENT OF TEMPORARY EROSION CONTROL SYSTEMS AND TO PROVIDE A STORM SEWER WATER POLLUTION PREVENTION PLAN FOR COMPLIANCE UNDER NPDES.

THE PURPOSE OF THIS PLAN IS TO MINIMIZE EROSION WITHIN THE CONSTRUCTION SITE AND TO LIMIT SEDIMENTS FROM LEAVING THE CONSTRUCTION SITE BY UTILIZING PROPER TEMPORARY EROSION CONTROL SYSTEMS AND PROVIDING GROUND COVER WITHIN A REASONABLE AMOUNT OF TIME.

CERTAIN EROSION CONTROL FACILITIES SHALL BE INSTALLED BY THE CONTRACTOR AT THE BEGINNING OF CONSTRUCTION. OTHER ITEMS SHALL BE INSTALLED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER ON A CASE BY CASE SITUATION DEPENDING ON THE CONTRACTOR'S SEQUENCE OF ACTIVITIES, TIME OF YEAR, AND EXPECTED WEATHER CONDITION.

THE CONTRACTOR SHALL INSTALL PERMANENT EROSION CONTROL SYSTEMS AND SEEDING WITHIN A TIME FRAME SPECIFIED HEREIN AND AS DIRECTED BY THE ENGINEER, THEREFORE MINIMIZING THE AMOUNT OF AREA SUSCEPTIBLE TO EROSION AND REDUCING THE AMOUNT OF TEMPORARY SEEDING. THE ENGINEER WILL DETERMINE IF ANY TEMPORARY EROSION CONTROL SYSTEMS SHOWN IN THE PLAN CAN BE DELETED AND IF ANY ADDITIONAL TEMPORARY EROSION CONTROL SYSTEMS, WHICH ARE NOT INCLUDED IN THIS PLAN, SHALL BE ADDED. THE CONTRACTOR SHALL PERFORM ALL WORK AS DIRECTED BY THE ENGINEER AND AS SHOWN IN STANDARD 280001 OF THE PLANS. SECTION 280 TEMPORARY EROSION CONTROL, OF THE STANDARD SPECIFICATIONS ADDITIONALLY SUPPLEMENTS THIS PLAN.

SITE DESCRIPTION
DESCRIPTION OF CONSTRUCTION ACTIVITY
- THE PROJECT IS LOCATED NORTH OF HILL AVENUE, DIRECTLY ACROSS FROM THE GLEN OAK COUNTRY CLUB. THE SUBJECT PROPERTY IS BOUNDED BY HILL AVENUE ON THE SOUTH AND SINGLE-FAMILY RESIDENCES ON THE EAST. THE SUBJECT PROPERTY HAS A TOTAL AREA OF 1.703 ACRES AND IS ZONED R-2
- THE EAST BRANCH OF THE DUPAGE RIVER IS THE RECEIVING WATER OF THE DEVELOPMENT SITE. THIS WATER WAY IS AN IMPAIRED WATERWAY AND CURRENTLY DOES NOT MEET WATER QUALITY REQUIREMENTS OF THE ILLINOIS EPA PER DUPAGE RIVER TMDL STAGE 1 REPORT.
- THE PROJECT INCLUDES THE SUBDIVISION OF THE EXISTING LOT INTO AN PARCELS FOR SINGLE FAMILY RESIDENCES.
- THE CONSTRUCTION WORK INCLUDES, REMOVING AND RECONSTRUCTING HILL AVENUE, RESURFACING AND REPAIRING CUMNOR AND GOLF ROADS, INSTALLING CURB & GUTTER, SIDEWALK INSTALLATION, MASS GRADING AND RECONTOURING, STORM SEWER INSTALLATION, DRYWELL INSTALLATION, A SANITARY MAIN AND UTILITY SERVICE CONNECTIONS.

DESCRIPTION OF INTENDED SEQUENCE FOR MAJOR CONSTRUCTION ACTIVITIES WHICH WILL DISTURB SOILS FOR MAJOR PORTION OF THE CONSTRUCTION SITE:
- EROSION CONTROL SILT FENCING, AND ALL EROSION CONTROL ITEMS SHALL BE IN PLACE PRIOR TO EARTHWORK ACTIVITIES.
- CONVEYANCE SWALES AND STORM SEWER LINES SHALL BE INSTALLED BEFORE MASS GRADING TO PREVENT RUNOFF FROM IMPACTED NEIGHBORING PROPERTIES.
- SITE SHALL BE ROUGH-GRADED, WITH ALL PROPOSED PAVING AREAS GRADED TO ROUGHLY 1-FOOT BELOW FINAL ELEVATION ON PLANS AND BUILDING PAD ROUGH GRADED TO 10" BELOW FINISH GRADE.
- ALL REMAINING UTILITIES SHALL BE INSTALLED AND DRYWELLS FULLY CONSTRUCTED.
- THE ROADWAY SHALL BE CONSTRUCTED.
- BUILDING FOUNDATION WILL BE POURED.
- CONCRETE CURB & GUTTER AND SIDEWALKS SHALL BE INSTALLED
- DISTURBED AREAS SHALL BE TOPSOIL & SEEDED.

AREA OF CONSTRUCTION SITE:
THE TOTAL AREA OF THE CONSTRUCTION SITE IS ESTIMATED TO BE 3.368 ACRES BY WHICH 3.368 ACRES WILL BE DISTURBED BY EXCAVATION, GRADING, AND OTHER ACTIVITIES.

OTHER REPORTS, STUDIES AND PLANS, WHICH AID IN THE DEVELOPMENT OF THE STORM WATER POLLUTION PREVENTION PLAN AS REFERENCED DOCUMENTS:
- INFORMATION OF THE SOILS AND TERRAIN WITHIN THE SITE WAS OBTAINED FROM TOPOGRAPHIC SURVEYS AND A SOIL INVESTIGATION THAT WERE UTILIZED FOR THE DEVELOPMENT OF THE PROPOSED TEMPORARY EROSION CONTROL SYSTEMS.
- PROJECT PLAN DOCUMENTS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND PLAN DRAWINGS INDICATING DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER GRADING ACTIVITIES WERE UTILIZED FOR THE PROPOSED PLACEMENT OF THE TEMPORARY EROSION CONTROL SYSTEMS.

CONTROLS, EROSION CONTROLS AND SEDIMENT CONTROL:
- THE DRAWINGS, SPECIFICATIONS AND SPECIAL PROVISIONS WILL ENSURE THAT EXISTING VEGETATION IS PRESERVED WHERE ATTAINABLE AND DISTURBED PORTIONS OF THE SITE WILL BE STABILIZED. STABILIZATION PRACTICES INCLUDE TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, PROTECTION OF TREES, PRESERVATION OF NATURE VEGETATION, AND OTHER APPROPRIATE MEASURES AS DIRECTED BY THE ENGINEER. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
  - (a.) AREAS OF EXISTING VEGETATION, WOOD AND GRASSLANDS, OUTSIDE THE PROPOSED CONSTRUCTION LIMITS SHALL BE IDENTIFIED BY THE ENGINEER FOR PRESERVING AND SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES.
  - (b.) DEAD, DISEASED, OR UNSUITABLE VEGETATION WITHIN THE SITE SHALL BE REMOVED AS DIRECTED BY THE ENGINEER, ALONG WITH REQUIRED TREE REMOVAL.
  - (c.) AS SOON AS REASONABLE ACCESS IS AVAILABLE TO ALL LOCATIONS WHERE WATER DRAINS AWAY FROM THE PROJECT, TEMPORARY PERIMETER EROSION BARRIER SHALL BE INSTALLED AS CALLED OUT IN THIS PLAN AND DIRECTED BY THE ENGINEER.
  - (d.) BARE AND SPARSELY VEGETATED GROUND IN HIGH ERODIBLE AREAS AS DETERMINED BY THE ENGINEER SHALL BE TEMPORARILY SEEDED AT THE BEGINNING OF CONSTRUCTION WHERE NO CONSTRUCTION ACTIVITIES ARE EXPECTED WITHIN SEVEN (7) DAYS.
  - (e.) IMMEDIATELY AFTER TREE REMOVAL IS COMPLETED, AREAS WHICH ARE HIGHLY ERODIBLE AS DETERMINED BY THE ENGINEER, SHALL BE TEMPORARILY SEEDED WHEN NO CONSTRUCTION ACTIVITIES ARE EXPECTED WITHIN SEVEN (7) DAYS.

- ESTABLISHMENT OF THESE TEMPORARY EROSION CONTROL MEASURES WILL HAVE ADDITIONAL BENEFITS TO THE PROJECT. DESIRABLE GRASS SEED WILL BECOME ESTABLISHED IN THESE AREAS AND WILL SPREAD SEEDS ONTO THE CONSTRUCTION SITE UNTIL PERMANENT SEEDING/MOWING AND OVER SEEDING CAN BE COMPLETED.
- THE SOIL AND WATER CONSERVATION DISTRICT IS RESPONSIBLE FOR CONDUCTING SITE VISITS AND VERIFYING THAT THE PRACTICES ARE WORKING PROPERLY AND DETERMINE IF ADDITIONAL PRACTICES ARE NEEDED FOR BETTER SOIL EROSION AND SEDIMENT CONTROL. IF ADDITIONAL PRACTICES ARE DEEMED NECESSARY BY THE SWCD THE CONTRACTOR WILL IMPLEMENT THE PRACTICE IN A TIMELY MANNER.

THIS PLAN HAS BEEN PREPARED TO COMPLY WITH THE PROVISIONS OF THE NPDES PERMIT NUMBER ILR10 ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITE ACTIVITIES.

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

ENGINEER: NICHOLAS A. VARCHETTO, PE DATE

DESCRIPTION OF STABILIZATION PRACTICES DURING CONSTRUCTION:

- DURING CONSTRUCTION, AREAS OUTSIDE THE CONSTRUCTION LIMITS AS OUTLINED PREVIOUSLY HEREIN SHALL BE PROTECTED. THE CONTRACTOR SHALL NOT USE THIS AREA FOR STAGING, PARKING OF VEHICLES OF CONSTRUCTION EQUIPMENT, STORAGE OF MATERIALS OR OTHER CONSTRUCTION RELATED ACTIVITIES.
  - (a.) WITHIN THE CONSTRUCTION LIMITS, AREAS WHICH MAY BE SUSCEPTIBLE TO EROSION AS DETERMINED BY THE ENGINEER SHALL REMAIN UNDISTURBED UNTIL FULL SCALE CONSTRUCTION IS UNDERWAY TO PREVENT UNNECESSARY SOIL EROSION.
  - (b.) AS CONSTRUCTION PROCEEDS, THE CONTRACTOR SHALL INSTITUTE THE FOLLOWING AS DIRECTED BY THE ENGINEER
    - (i.) PLACE TEMPORARY EROSION CONTROL FACILITIES AT LOCATIONS SHOWN ON THE PLANS.
    - (ii.) TEMPORARILY SEED ERODIBLE BARE EARTH ON A WEEKLY BASIS TO MINIMIZE THE AMOUNT OF ERODIBLE SURFACE AREA WITHIN THE CONTRACT LIMITS.
    - (iii.) PROVIDE TEMPORARY EROSION CONTROL SYSTEMS.
    - (iv.) CONTINUE BUILDING UP THE EMBANKMENT TO THE PROPOSED GRADE WHILE, AT THE SAME TIME, PLACING PERMANENT EROSION CONTROL FINAL SHAPING TO THE SLOPES.
  - (c.) EXCAVATED AREAS AND EMBANKMENT SHALL BE PERMANENTLY SEEDED IMMEDIATELY AFTER FINAL GRADING. IF NOT, THEY SHALL BE TEMPORARILY SEEDED IF NO CONSTRUCTION ACTIVITY IN THE AREA IS PLANNED FOR SEVEN (7) DAYS.
  - (d.) CONSTRUCTION EQUIPMENT SHALL BE STORED AND FUELED ONLY AT DESIGNATED LOCATIONS. ALL NECESSARY MEASURES SHALL BE TAKEN TO CONTAIN ANY FUEL OR OTHER POLLUTANT IN ACCORDANCE WITH EPA WATER QUALITY REGULATIONS. LEAKING EQUIPMENT OR SUPPLIES SHALL BE IMMEDIATELY REPAIRED OR REMOVED FROM THE SITE.
  - (e.) THE RESIDENT ENGINEER SHALL INSPECT THE PROJECT DAILY DURING CONSTRUCTION ACTIVITIES. INSPECTION SHALL ALSO BE DONE WEEKLY AND AFTER RAINS OF 1/2-INCH OR GREATER OR EQUIVALENT SNOWFALL AND DURING THE WINTER SHUTDOWN PERIOD. THE PROJECT SHALL ADDITIONALLY BE INSPECTED BY THE CONSTRUCTION FIELD ENGINEER ON A BIWEEKLY BASIS TO DETERMINE THAT EROSION CONTROL EFFORTS ARE IN PLACE AND EFFECTIVE AND IF OTHER EROSION CONTROL WORK IS NECESSARY.
  - (f.) SEDIMENT COLLECTED DURING CONSTRUCTION OF THE VARIOUS TEMPORARY EROSION CONTROL SYSTEMS SHALL BE DISPOSED OF ON THE SITE ON A REGULAR BASIS AS DIRECTED BY THE ENGINEER. THE COST OF THIS MAINTENANCE SHALL BE INCLUDED IN THE UNIT BID PRICE FOR EARTH EXCAVATION FOR EROSION CONTROL.
  - (g.) THE TEMPORARY EROSION CONTROL SYSTEMS SHALL BE REMOVED, AS DIRECTED BY THE ENGINEER, AFTER USE IS NO LONGER NEEDED OR NO LONGER FUNCTIONING.

DESCRIPTION OF STRUCTURAL PRACTICES AFTER FINAL GRADING:
- TEMPORARY EROSION CONTROL SYSTEMS SHALL BE LEFT IN PLACE WITH PROPER MAINTENANCE UNTIL PERMANENT EROSION CONTROL IS IN PLACE AND WORKING PROPERLY AND ALL PROPOSED TURF AREAS SODDED AND ESTABLISHED.
- ONCE PERMANENT EROSION CONTROL SYSTEMS AS PROPOSED IN THE PLANS ARE FUNCTIONAL AND ESTABLISHED, TEMPORARY ITEMS SHALL BE REMOVED, CLEANED UP, AND DISTURBED TURF RESEEDED.

VILLAGE OF GLEN ELLYN SPECIFIC NOTES:

EROSION AND SEDIMENT CONTROL MEASURES MUST CONFORM TO THE REQUIREMENTS OF ARTICLE VII OF THE DUPAGE COUNTYWIDE STORMWATER AND FLOOD PLAIN ORDINANCE, AND THE VILLAGE EROSION CONTROL NOTES (BELOW, AT A MINIMUM) MUST BE INCLUDED ON THE PLANS. REVISE ANY SIMILAR NOTES ON THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) TO MATCH THESE REQUIREMENTS.

A. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE LAND IS OTHERWISE DISTURBED ON THE SITE.
B. VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO A GRAVEL DRIVE. SAID GRAVEL DRIVE SHALL BE INSTALLED BEFORE ANY CONSTRUCTION BEGINS ABOVE THE TOP OF THE FOUNDATION.
C. ANY SOIL, MUD OR DEBRIS THAT IS WASHED, TRACKED OR DEPOSITED ONTO THE STREET SHALL BE REMOVED BEFORE THE END OF EACH WORKDAY.
D. THE SURFACE OF STRIPPED AREAS SHALL BE PERMANENTLY OR TEMPORARILY PROTECTED FROM SOIL EROSION WITHIN 15 DAYS AFTER FINAL GRADE IS REACHED. STRIPPED AREAS NOT AT FINAL GRADE THAT WILL REMAIN UNDISTURBED FOR MORE THAN 15 DAYS AFTER INITIAL DISTURBANCE SHALL BE PROTECTED FROM EROSION.
E. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN THREE DAYS, THEN SEDIMENT AND EROSION CONTROL SHALL BE PROVIDED FOR SUCH STOCKPILE.
F. STORM SEWER INLETS SHALL BE PROTECTED WITH SEDIMENT TRAPPING OR FILTER CONTROL DEVICES DURING CONSTRUCTION.
G. WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION DEWATERING SHALL BE FILTERED.
H. STREET SWEEPING SHALL BE CONDUCTED WHENEVER NECESSARY TO REMOVE MUD/DIRT THAT IS TRACKED ONTO ADJOINING ROADWAYS.
I. POLLUTION AND OTHER NON-STORMWATER DISCHARGES FROM EQUIPMENT, SPILLS, AND CONSTRUCTION MATERIAL SHALL NOT BE TOLERATED. IF A SPILL OR OTHER ILLICIT DISCHARGE DOES OCCUR APPROPRIATE POLLUTION CLEANUP METHODOLOGIES SHALL BE FOLLOWED BASED ON THE SUBSTANCE, AND THE CITY ENGINEER OF GLEN ELLYN SHALL BE NOTIFIED IMMEDIATELY.

MISCELLANEOUS & DOCUMENTATION:
- TEMPORARY EROSION CONTROL SEEDING SHALL BE APPLIED AT A RATE OF 100 LBS/ACRES, IF DIRECTED.
- SEDIMENT COLLECTED DURING CONSTRUCTION BY THE VARIOUS TEMPORARY EROSION CONTROL SYSTEMS SHALL BE DISPOSED OF ON THE SITE ON A REGULAR BASIS, AS DIRECTED BY THE ENGINEER. THE COST OF THIS MAINTENANCE SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER CUBIC YARD FOR EARTH EXCAVATION.
  ALL EROSION CONTROL PRODUCTS FURNISHED SHALL BE SPECIFICALLY RECOMMENDED BY THE MANUFACTURER FOR THE USE SPECIFIED IN THE EROSION CONTROL PLAN. PRIOR TO THE APPROVAL AND USE OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A NOTARIZED CERTIFICATION BY THE PRODUCER STATING THE INTENDED USE OF THE PRODUCT AND THAT THE PHYSICAL PROPERTIES REQUIRED FOR THIS APPLICATION ARE MET OR EXCEEDED. THE CONTRACTOR SHALL PROVIDE MANUFACTURER INSTALLATION PROCEDURES TO FACILITATE THE ENGINEER IN CONSTRUCTION INSPECTION.
- THE SWPPP INSPECTION REPORTS SHALL BE DOCUMENTED WITHIN INSPECTION CHECKLISTS AND THESE CHECKLISTS ALONG WITH, INCIDENCE OF NON-COMPLIANCE, AND NOTICE OF TERMINATION FORMS SHALL BE CONTAINED WITHIN A BOOK THAT IS TO REMAIN ON THE CONSTRUCTION SITE AND READILY AVAILABLE AT ALL TIMES.
- INSPECTION REPORTS (REQUIRED WEEKLY AND AFTER 0.5-INCH RAINFALL EVENTS) MUST BE EMAILED TO AMY MCKENA, SENIOR CIVIL ENGINEERG WITH THE VILLAGE OF GLEN ELLYN (AMCKENNA@GLENELLYN.ORG)

SOIL PROTECTION CHART

STABILIZATION TYPE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PERMANENT SEEDING				A			*	*				
DORMANT SEEDING	B											B
TEMPORARY SEEDING				C			*	D*				
SODDING				E**								
MULCHING	F											

A. KENTUCKY BLUEGRASS 90 LBS/AC MIXED WITH PERENNIAL RYEGRASS 30 LBS/AC

B. KENTUCKY BLUEGRASS 135 LBS/AC MIXED WITH PERENNIAL RYEGRASS 45 LBS/AC + 2 TONS STRAW MULCH/AC

C. SPRING OATS 100 LBS/AC

D. WHEAT OR CEREAL RYE 150 LBS/AC

E. SOD

F. STRAW MULCH 2 TONS/AC

* IRRIGATION NEEDED DURING JULY AND JULY

** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD

OWNER'S CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE AND COMPLETE. I AM AWARE THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

OWNER

SIGNATURE TITLE DATE

COMPANY

CONTRACTOR'S CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR 10) THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION."

GENERAL CONTRACTOR

SIGNATURE TITLE DATE

COMPANY

ENGINEERING RESOURCE ASSOCIATES
3250 WEST AVENUE, SUITE 130
NAPERVILLE, ILLINOIS 60563
PHONE (630) 717-1000
FAX (630) 717-1133
www.engineeringresource.com

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

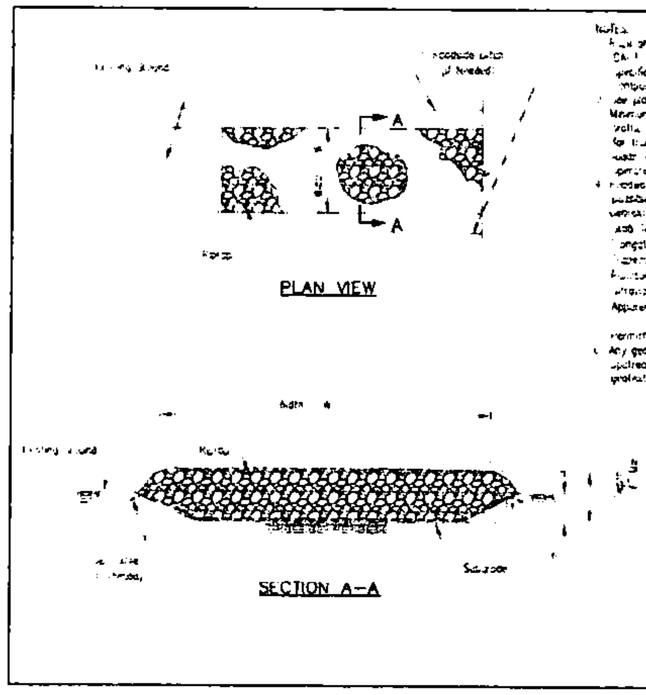
DATE	04-30-2020
PROJECT #	150106.00
PROC. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	NAV

08-20-2021 PERMIT REVISION #1
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

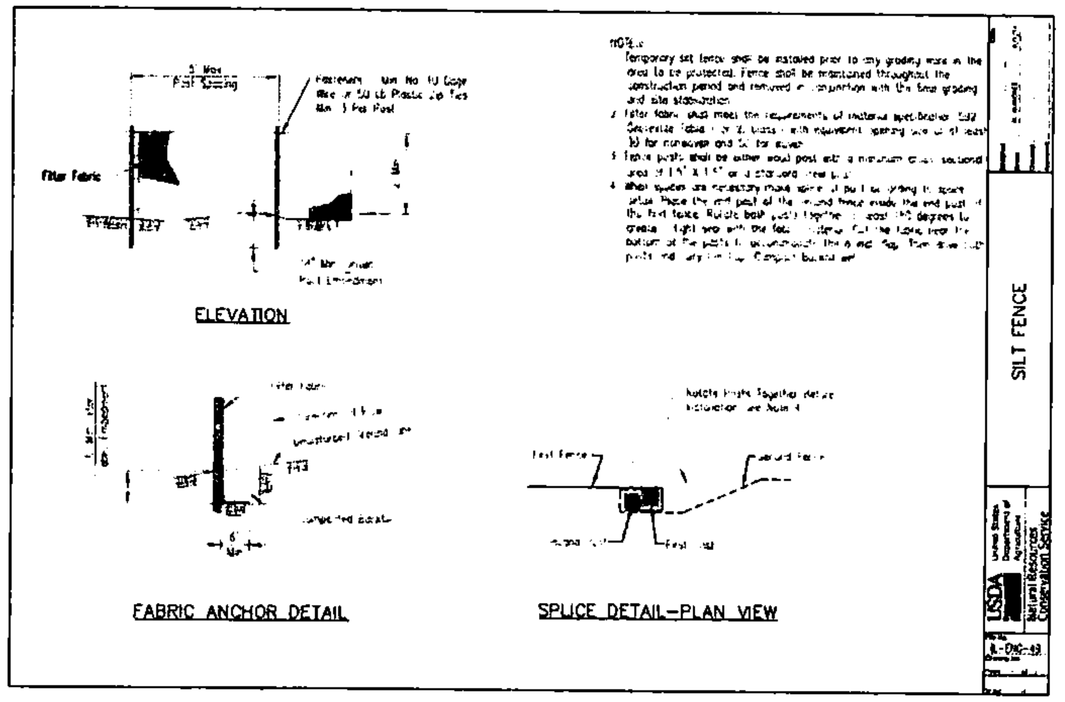
EROSION CONTROL NOTES

C-12.1
SHEET

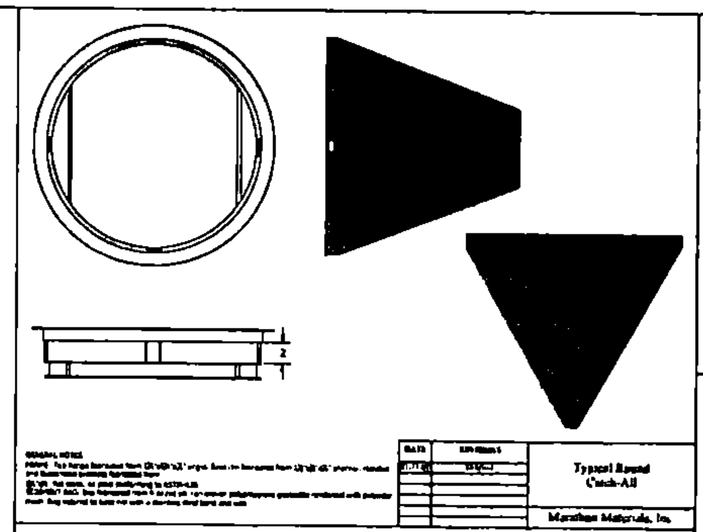
G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Ave Glen Ellyn\CADD\SHEETS\150106 SHEET C-12.0_ErosionControlPlan&NotesDetails.dwg



CONSTRUCTION ROAD STABILIZATION



SILT FENCE



Typical Round Catch-All

Marathon Materials, Inc.

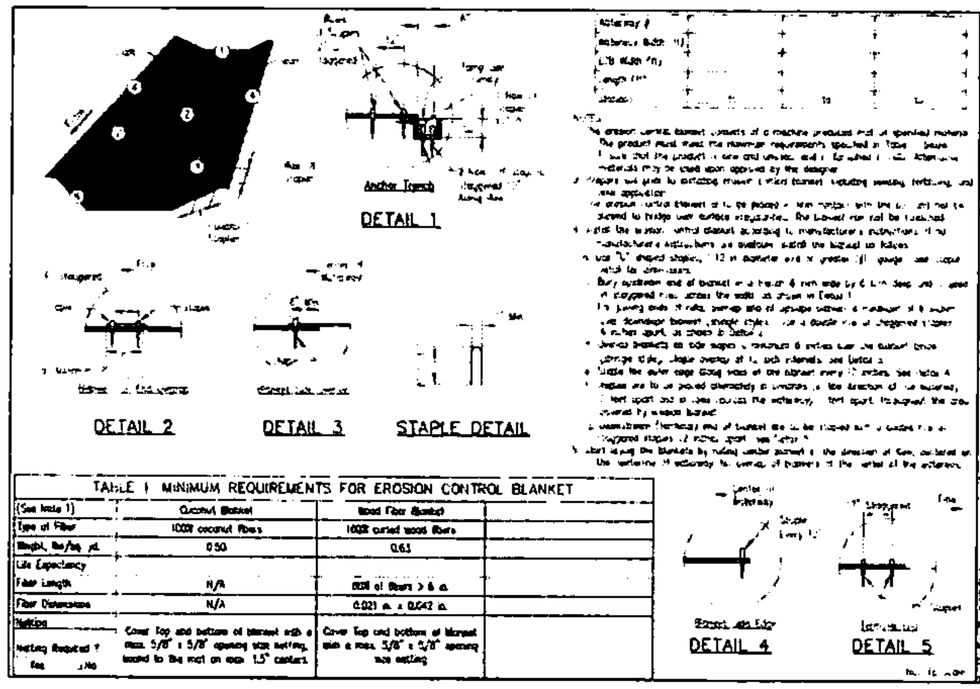


TABLE I MINIMUM REQUIREMENTS FOR EROSION CONTROL BLANKET

(See Note 1)	Coconut Blanket	Wood Fiber Blanket	
Type of Fiber	100% coconut fibers	100% curled wood fibers	
Weight, lbs/sq. yd.	0.50	0.65	
Life Expectancy			
Fiber Length	N/A	100% of fibers > 6 in.	
Fiber Dimensions	N/A	0.021 in. x 0.042 in.	
Netting			
Netting Required? Yes / No	Cover top and bottom of blanket with a max. 5/8" x 5/8" opening size netting, bound to the mat on max. 1.5" centers.	Cover top and bottom of blanket with a max. 3/8" x 5/8" opening size netting	

EROSION CONTROL BLANKET INSTALLATION DETAILS

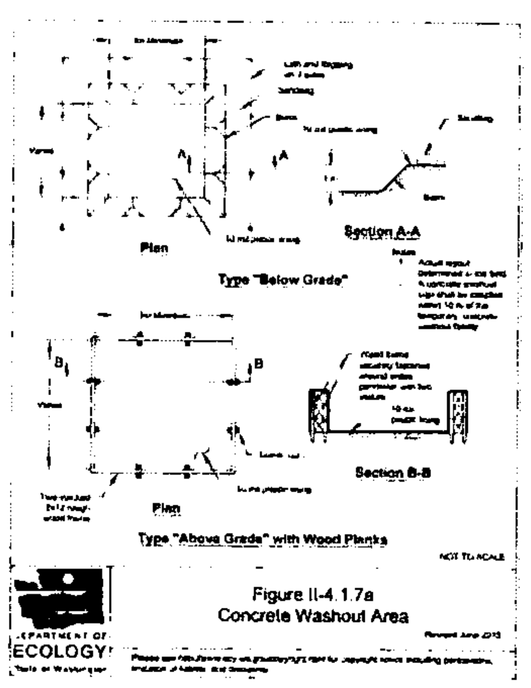
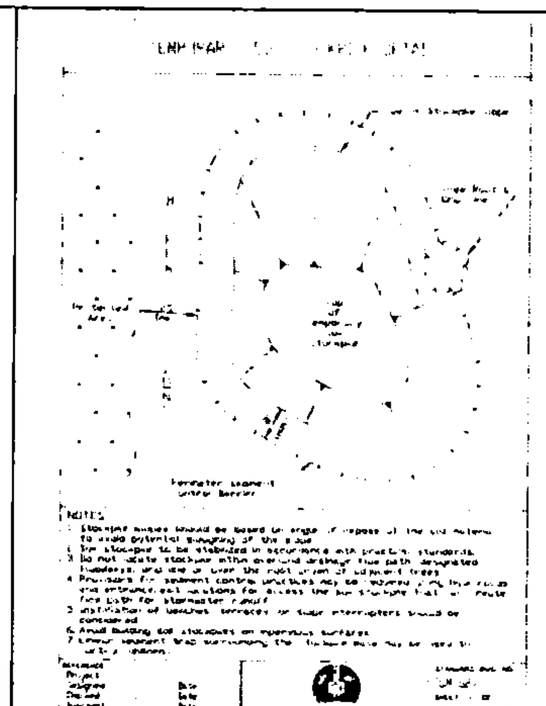


Figure II-4.1.7a
Concrete Washout Area



ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES

HILL AVENUE GLEN ELLYN

PROJECT 13R006

DATE 04-30-2020

PROJECT # 13R006.00

PROJ. DESIGN # 204.00/1136

DRAWN BY TT

CHECKED BY NW

DESCRIPTION:

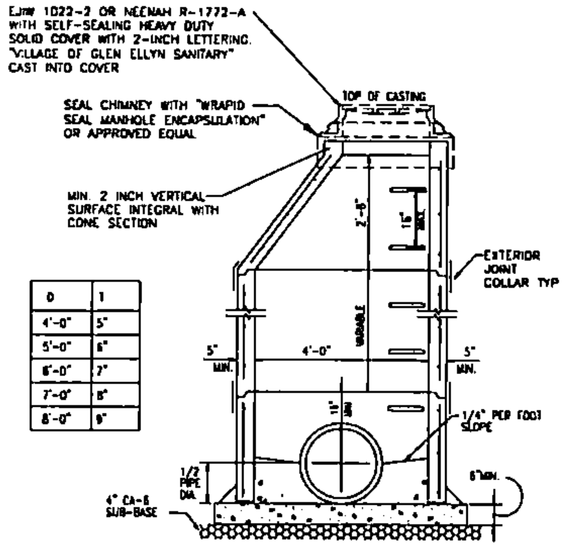
EROSION CONTROL DETAILS

C-12.2

SHEET

NOTES:

1. PRECAST-REINFORCED CONCRETE RISER RINGS AND CONES SHALL COMPLY WITH TEST STRENGTH ~ A.S.T.M. C-38. ADJUSTMENT RINGS SHALL NOT EXCEED 8" IN HEIGHT.
2. MINIMUM WALL THICKNESS SHALL BE 5" AND MINIMUM CIRCULAR REINFORCEMENT SHALL BE 0.18 SQUARE INCH PER FOOT.
3. THE BOTTOM MAY BE EITHER PRECAST WITH INVERTS AS INTEGRAL PART OR CAST IN PLACE WITH CLASS "B" CONCRETE.
4. MANHOLE WALL THICKNESS "T" SHALL BE AS SHOWN IN THE LIST BELOW
5. ALL STEPS SHALL BE CAST IRON AND CONFORM WITH NEENAH STANDARDS R-1981-1 OR APPROVED EQUAL.
6. ALL JOINTS BETWEEN PRE-CAST ELEMENTS, ADJUSTING RINGS AND MANHOLE FRAMES ON ALL UNDERGROUND STRUCTURES, SHALL BE SET IN PLACE WITH ONE OF THE FOLLOWING BUTYL RUBBER JOINT SEALANTS WITH A MINIMUM CROSS SECTIONAL AREA OF 1.25 SQ. IN.: CONCRETE PRODUCTS SUPPLY CO. ~ EZ STIK STIK, HAMILTON ~ KENT GASKET CO.~ KENT SEAL, OR EQUAL, AS APPROVED BY VILLAGE. ALL JOINTS SHALL BE TUCKPOINTED WITH HYDRAULIC CEMENT.
7. ALL SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED WITH FLEXIBLE MANHOLE COUPLINGS, AS MANUFACTURED BY ALOK PRODUCTS INC. (ALOK MANHOLE CONNECTOR), PRESS-SEAL GASKET CORPORATION (PRESS WEDGE I) OR EQUAL, AS APPROVED BY VILLAGE ENGINEER. ALL MATERIALS SHALL COMPLY WITH, AND INSTALLATION PROCEDURES SHALL FOLLOW THOSE SPECIFIED BY THE MANUFACTURER OR VILLAGE.
8. AN EXTERIOR JOINT COLLAR SHALL BE INSTALLED AT ALL JOINTS BETWEEN SANITARY MANHOLE ELEMENTS. JOINT COLLARS WILL NOT BE REQUIRED FOR ADJUSTING RINGS. THE JOINT COLLAR SHALL BE MACWRAP EXTERIOR JOINT SEALER AS MANUFACTURED BY MAR-MAC MANUFACTURING COMPANY OR AN APPROVED EQUAL. THE COLLAR SHALL CONSIST OF A BAND NINE INCH (9) WIDE MASTIC COLLARS REQUIRING THE USE OF A PRIMER WILL NOT BE ACCEPTED.
9. COST FOR CHIMNEY SEAL SHALL BE INCIDENTAL TO THE CONTRACT PRICE OF SANITARY MANHOLE

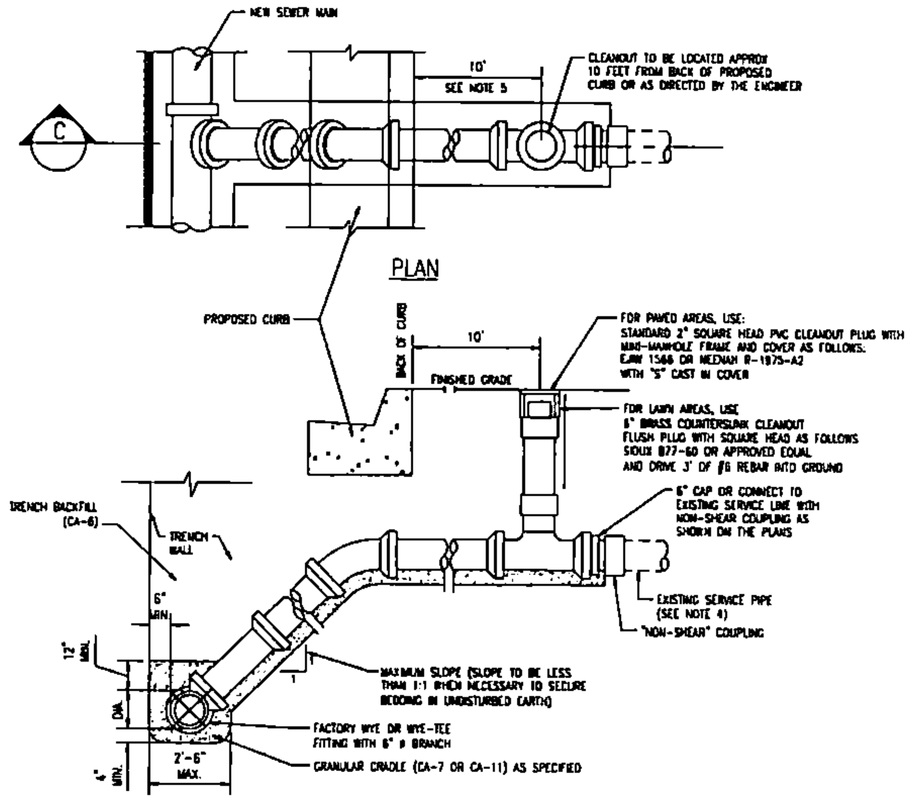


D	T
4'-0"	5"
5'-0"	6"
6'-0"	7"
7'-0"	8"
8'-0"	9"

SANITARY SEWER MANHOLE, TYPE A

NOT TO SCALE

TYPE "C" MANHOLE IS INDENT CONE SECTION AND HAVING PRECAST FLAT TOP

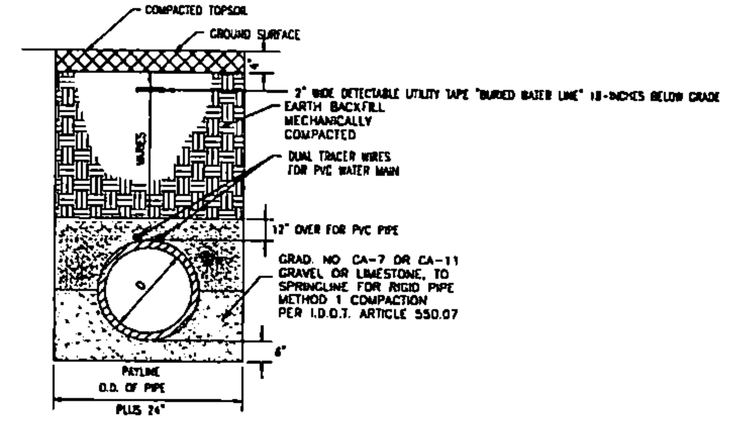


NOTES:
1. THE OPEN ENDS SHALL BE PROTECTED FROM DEBRIS ENTERING THE LATERAL.
2. MAXIMUM SLOPE SHALL BE LESS THAN 1:1 WHEN IT IS NECESSARY TO SECURE BEDDING IN UNDISTURBED EARTH.
3. REPAIR ADDITIONAL LENGTH OF SEWER AS DIRECTED BY ENGINEER. PAID FOR AS "SANITARY SEWER SERVICE PIPE, 6" PVC, SDR26".
4. SANITARY SEWER SERVICE SHALL BE EXTENDED TO 10 FEET BEYOND THE NEW BACK OF CURB.

SECTION C

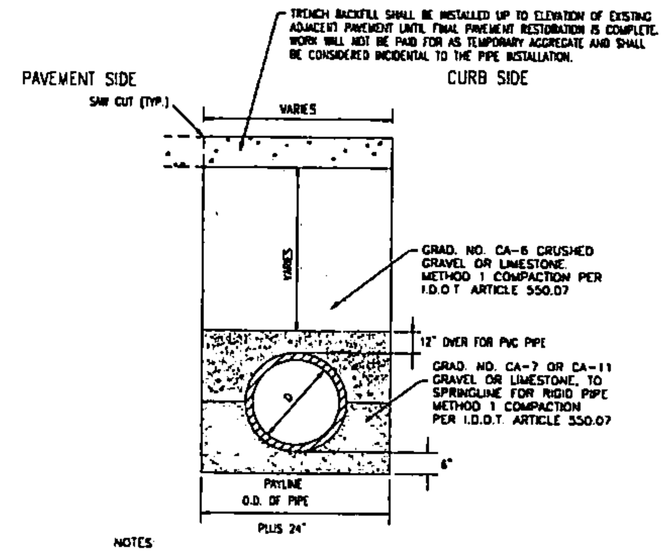
SANITARY SEWER SERVICE CONNECTION (NEW MAIN)

NOT TO SCALE



TRENCH SECTION IN UNPAVED AREAS

NOT TO SCALE



NOTES

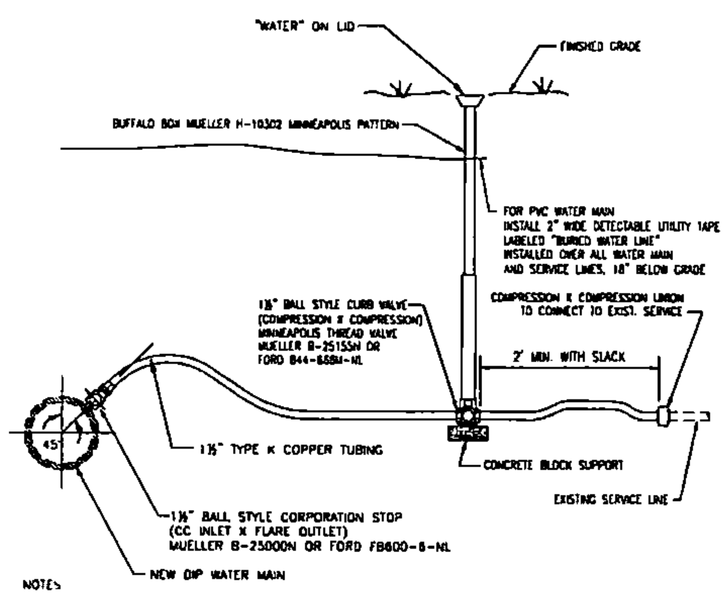
TRENCH BACKFILL IS INCLUDED IN THE COST OF THE PIPE BEING REPLACED.

ALL TRENCHES SHALL BE SAWCUT AND THE COST SHALL BE INCLUDED IN THE COST OF THE PIPE

REMOVE ONLY SUFFICIENT PAVEMENT TO PERFORM PIPE INSTALLATION AND COORDINATE WITH ENGINEER.

TRENCH SECTION IN PAVED AREAS

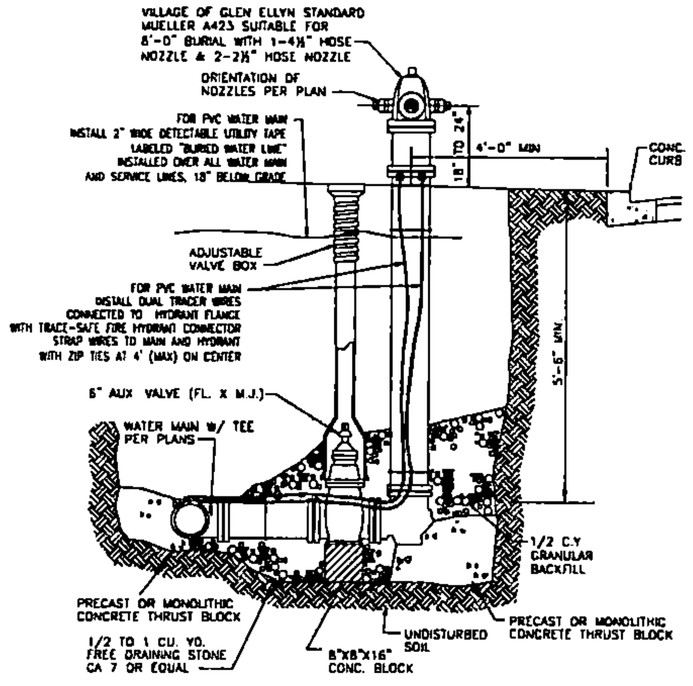
NOT TO SCALE



NOTES
1. SERVICE SADDLE AS PER SPECIFICATIONS, IS REQUIRED AS FOLLOWS. FOR CAST IRON OR PVC WATER MAIN, USE STAINLESS STEEL SMITH-BLAIR 372 SERIES FOR DUCTILE WATER MAIN, USE BRONZE DOUBLE STRAP MUELLER BR2B SERIES
2. THE WATER MAIN SERVICE FITTINGS & B-BOX SHALL BE AS APPROVED BY THE GLEN ELLYN WATER DEPARTMENT AND SHALL BE INCIDENTAL TO THE COST OF "WATER SERVICE CONNECTION" PAY ITEMS
3. QUIT TRACER WIRE AND DETECTABLE UTILITY TAPE FOR DUCTILE IRON WATER MAIN.

WATER SERVICE CONNECTION

NOT TO SCALE

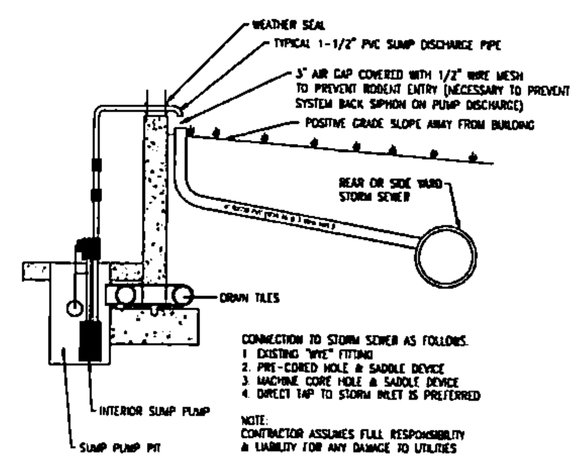


FIRE HYDRANT

NOT TO SCALE

NOTE:

1) ALL PIPING SHALL HAVE RESTRAINED JOINTS



CONNECTION TO STORM SEWER AS FOLLOWS.
1. EXISTING "WYE" FITTING
2. PRE-CORED HOLE & SADDLE DEVICE
3. MACHINE CORE HOLE & SADDLE DEVICE
4. DIRECT TAP TO STORM INLET IS PREFERRED

NOTE:
CONTRACTOR ASSUMES FULL RESPONSIBILITY & LIABILITY FOR ANY DAMAGE TO UTILITIES

SUMP PUMP CONNECTION DETAIL

NOT TO SCALE

ENGINEERING RESOURCE ASSOCIATES
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WAUCONDA, ILLINOIS 60015
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FAX (630) 393-2552
www.engineeringresource.com

PATRICK J MURPHY BUILDERS

GLEN ESTATES
FULL AVENUE GLEN ELLYN
PROJECT 190106

DATE	04-30-2020
PROJECT #	190106.00
PROP. DESIGN #	190.001186
DRAWN BY	TF
CHECKED BY	NAV

08-20-2021 PERMIT REVISION #8
05-30-2021 PERMIT SUBMITTAL
DESCRIPTION:

CONSTRUCTION DETAILS

C-13.0
SHEET

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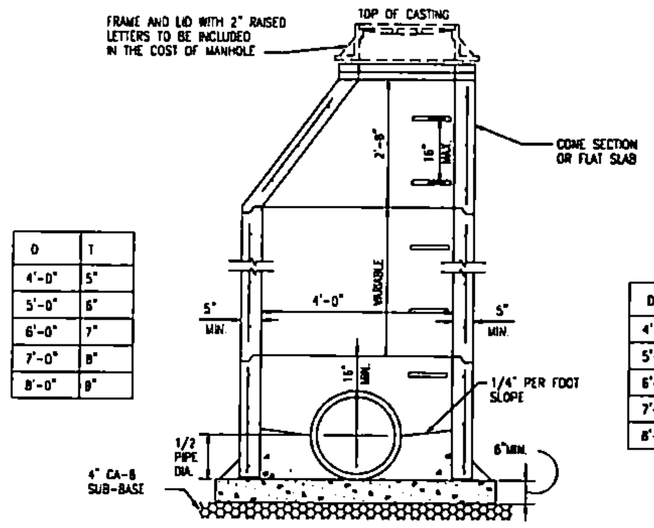
NOTES:

1. PRECAST-REINFORCED CONCRETE RISER RINGS AND CONES SHALL COMPLY WITH TEST STRENGTH - A.S.T.M. C-39. ADJUSTMENT RINGS SHALL NOT EXCEED 8" IN HEIGHT.
2. MINIMUM WALL THICKNESS SHALL BE 5" AND MINIMUM CIRCULAR REINFORCEMENT SHALL BE 0.18 SQUARE INCH PER FOOT.
3. THE BOTTOM MAY BE EITHER PRECAST WITH INVERTS AS INTEGRAL PART OR CAST IN PLACE WITH CLASS "SI" CONCRETE.
4. MANHOLE WALL THICKNESS "T" SHALL BE AS SHOWN IN THE LIST BELOW.
5. ALL STEPS SHALL BE CAST IRON AND CONFORM WITH NEENAH STANDARDS R-1981-1 OR APPROVED EQUAL.
6. ALL JOINTS BETWEEN PRE-CAST ELEMENTS, ADJUSTING RINGS AND MANHOLE FRAMES ON ALL UNDERGROUND STRUCTURES, SHALL BE SET IN PLACE WITH TWO ROWS OF ONE OF THE FOLLOWING BUTYL RUBBER JOINT SEALANTS. CONCRETE PRODUCTS SUPPLY CO. - EZ STIK STB, HAMILTON-KENT GASKET CO. - KENT SEAL, OR EQUAL, AS APPROVED BY VILLAGE ENGINEERS, AND ALL JOINTS TO BE TUCKPOINTED WITH HYDRAULIC CEMENT.
7. SEE CONSTRUCTION PLANS FOR ACTUAL TYPE OF CASTING SPECIFIED.



D	T
4'-0"	5"
5'-0"	6"
6'-0"	7"
7'-0"	8"
8'-0"	9"

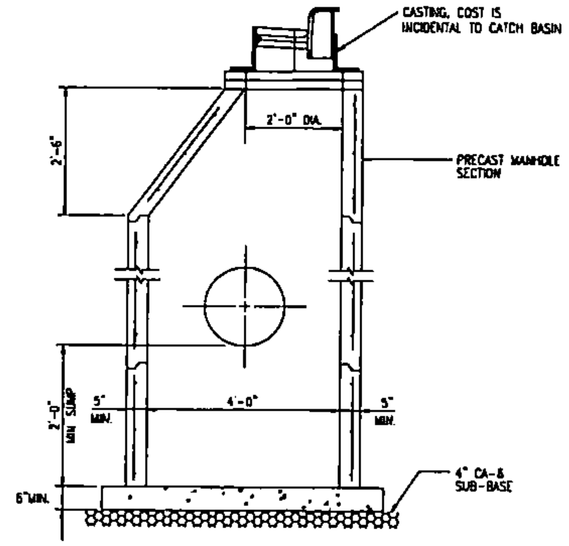
STORM SEWER MANHOLE, TYPE A

NOT TO SCALE

TYPE "C" MANHOLE IS WITHOUT CONE SECTION AND HAVING PRECAST FLAT TOP (IDOT STD. 602601).

NOTES:

1. PRECAST-REINFORCED CONCRETE RISER RINGS AND CONES SHALL COMPLY WITH TEST STRENGTH - A.S.T.M. C-39. ADJUSTMENT RINGS SHALL NOT EXCEED 8" IN HEIGHT.
2. MINIMUM WALL THICKNESS SHALL BE 5" AND MINIMUM CIRCULAR REINFORCEMENT SHALL BE 0.18 SQUARE INCH PER FOOT.
3. ALL JOINTS BETWEEN PRE-CAST ELEMENTS, ADJUSTING RINGS AND MANHOLE FRAMES ON ALL UNDERGROUND STRUCTURES, SHALL BE SET IN PLACE WITH TWO ROWS OF ONE OF THE FOLLOWING BUTYL RUBBER JOINT SEALANTS. CONCRETE PRODUCTS SUPPLY CO. - (EZ STIK STB), HAMILTON-KENT GASKET CO. - (KENT SEAL), OR EQUAL, AS APPROVED BY VILLAGE ENGINEER, AND ALL JOINTS TO BE TUCKPOINTED WITH HYDRAULIC CEMENT.
4. ALL DRAINAGE STRUCTURES LOCATED IN REAR OR SIDE YARD AREAS SHALL BE INSTALLED WITH 2-6 INCH OR 3-4 INCH ADJUSTING RINGS. THIS WILL PROVIDE FOR A FUTURE MAXIMUM ADJUSTMENT OF 12 INCHES.
5. MANHOLE WALL THICKNESS "T" SHALL BE AS SHOWN IN THE LIST BELOW.
6. CASTING FOR SOME SLOPE CONDITIONS, USE EJIW V-4010-2 (NEENAH R-3065-2) OR APPROVED EQUAL.
7. SEE CONSTRUCTION PLANS FOR ACTUAL TYPE OF CASTING SPECIFIED.

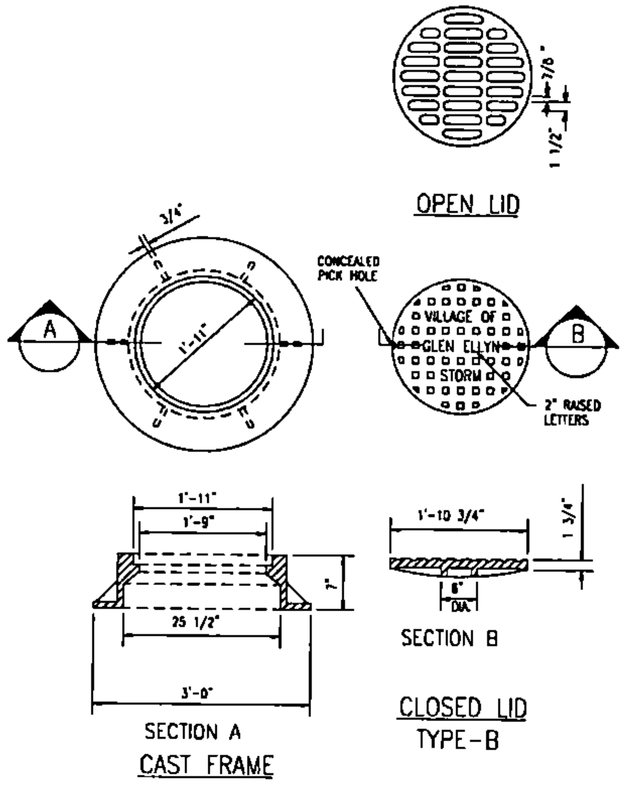


D	T
4'-0"	5"
5'-0"	6"
6'-0"	7"
7'-0"	8"
8'-0"	9"

CATCH BASIN, TYPE A

NOT TO SCALE

TYPE "C" CATCH BASIN IS WITHOUT CONE SECTION AND HAVING PRECAST FLAT TOP (IDOT STD. 602601).

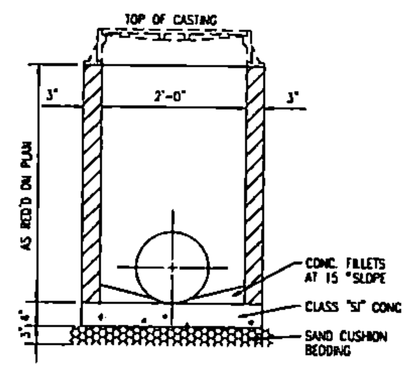


NOTES.

1. DUCTILE IRON CASTING SHALL BE GRADE 60-40-18 AND SHALL BE TESTED IN ACCORDANCE WITH FEDERAL SPECIFICATIONS
2. ALL FRAMES AND LIDS SHALL BE MACHINED.
3. THE MANHOLE LIDS SHALL HAVE RAISED LETTERS AS SHOWN
4. ALTERNATIVE TO DUCTILE IRON LID, GRAY IRON LID MAY BE USED.
5. FRAME AND LID TO BE TYPE B.
6. CLOSED LID SHALL HAVE A CONCEALED PICK HOLE.
7. SANITARY MANHOLE LID SHALL BE "SELF-SEALING"
8. LID SHALL BE IMPRINTED WITH THE DESIGNATION "VILLAGE OF GLEN ELLYN STORM", "VILLAGE OF GLEN ELLYN SANITARY" OR "VILLAGE OF GLEN ELLYN WATER".

TYPE 1 FRAME & LID

NOT TO SCALE



NOTES:

1. MINIMUM WALL THICKNESS SHALL BE 3" AND MINIMUM CIRCULAR REINFORCEMENT SHALL BE 0.18 SQUARE INCH PER FOOT.
2. THE BOTTOM MAY BE EITHER PRECAST WITH INVERTS AS INTEGRAL PART OR CAST IN PLACE WITH CLASS "SI" CONCRETE.
3. ALL JOINTS BETWEEN PRE-CAST ELEMENTS, ADJUSTING RINGS AND FRAMES ON ALL UNDERGROUND STRUCTURES, SHALL BE SET IN PLACE WITH TWO ROWS OF ONE OF THE FOLLOWING BUTYL RUBBER JOINT SEALANTS: CONCRETE PRODUCTS SUPPLY CO. - EZ STIK STB, HAMILTON - KENT GASKET CO. - KENT SEAL, OR EQUAL, AS APPROVED BY THE VILLAGE ENGINEERS, AND ALL JOINTS TO BE TUCKPOINTED WITH HYDRAULIC CEMENT.
4. DRAINAGE STRUCTURES LOCATED IN REAR OR SIDE YARD AREAS SHALL BE INSTALLED WITH 2-6 INCH OR 3-4 INCH ADJUSTING RINGS. THIS WILL PROVIDE FOR A FUTURE MAXIMUM ADJUSTMENT OF 12 INCHES.
5. CASTING FOR SOME SLOPE CONDITIONS, USE EJIW V-4010-2 (NEENAH R-3065-2) OR APPROVED EQUAL.
6. SEE CONSTRUCTION PLANS FOR ACTUAL TYPE OF CASTING SPECIFIED.

INLET, TYPE A

NOT TO SCALE

ENGINEERING RESOURCE ASSOCIATES
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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

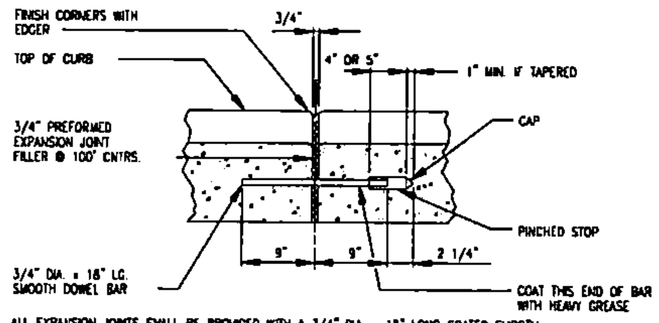
DATE	04-30-2020
PROJECT #	150106.00
PROP. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	RMV

DESCRIPTION:
08-20-2021 PERMIT REVISION #6
04-30-2020 PERMIT SUBMITTAL

CONSTRUCTION DETAILS

C-13.1
SHEET

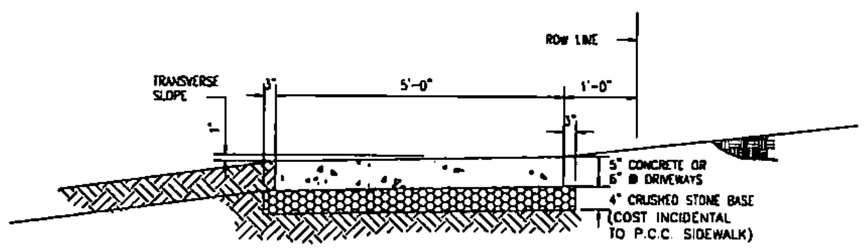
C:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 HillAveGlenEllyn\CADD\SHEETS\150106 SHEET C-13.0_ConstructionDetails.dwg



ALL EXPANSION JOINTS SHALL BE PROVIDED WITH A 3/4" DIA. x 18" LONG COATED SMOOTH DOWEL BAR CONFORMING TO ARTICLE 710.14B OF THE STANDARD SPECIFICATIONS. THE DOWEL BAR SHALL BE FITTED WITH A CAP HAVING A PINCHED STOP THAT WILL PROVIDE 1" OF EXPANSION. JOINTS SHALL CONSTRUCTED AT 100 FT. INTERVALS, AT ALL POINTS OF TANGENCY AND AT THE END OF EACH DAY'S POUR. SAWED JOINTS SHALL BE PROVIDED AT 25 FT. INTERVALS

P.C.C. CURB & GUTTER EXPANSION JOINT DETAIL

NOT TO SCALE

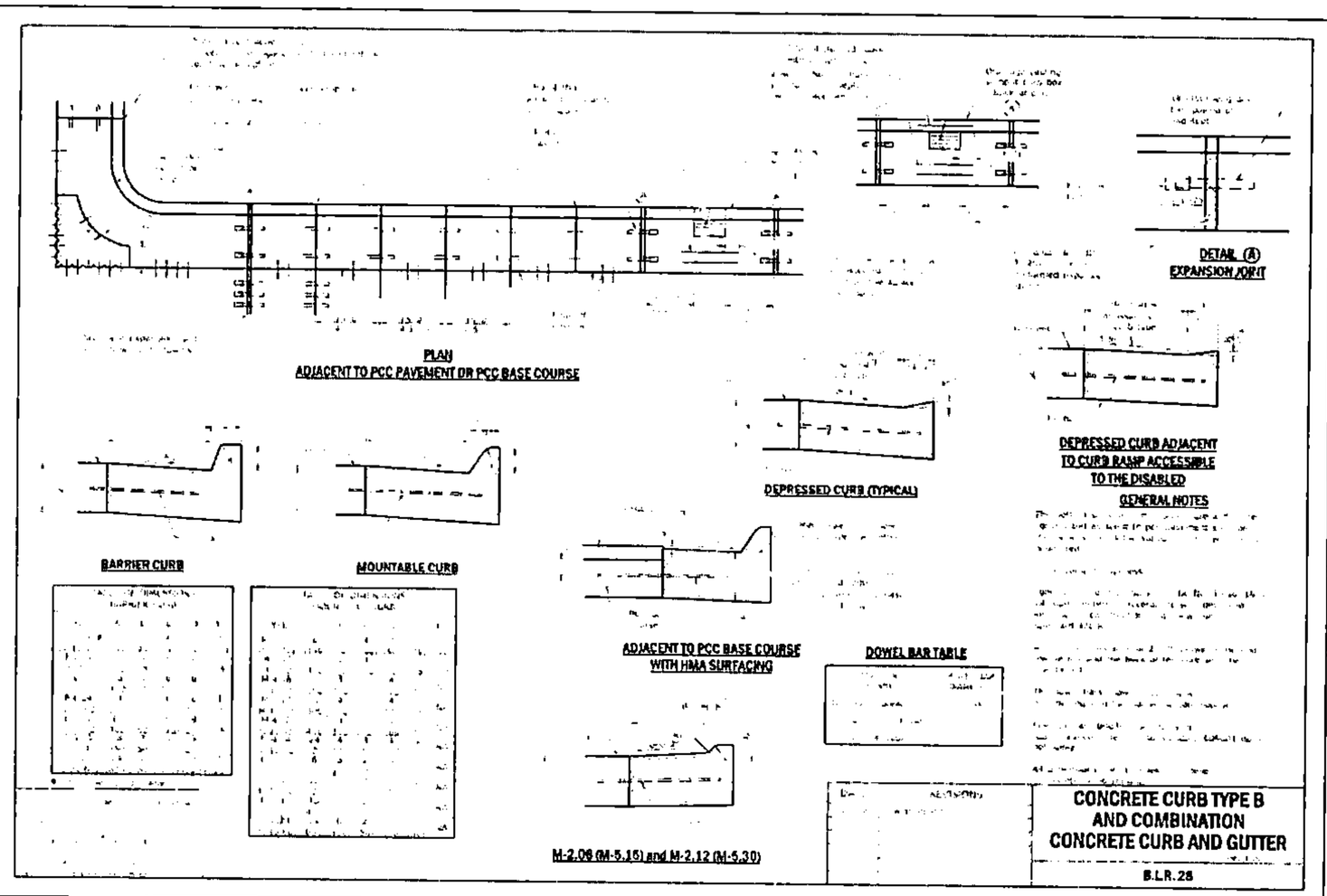


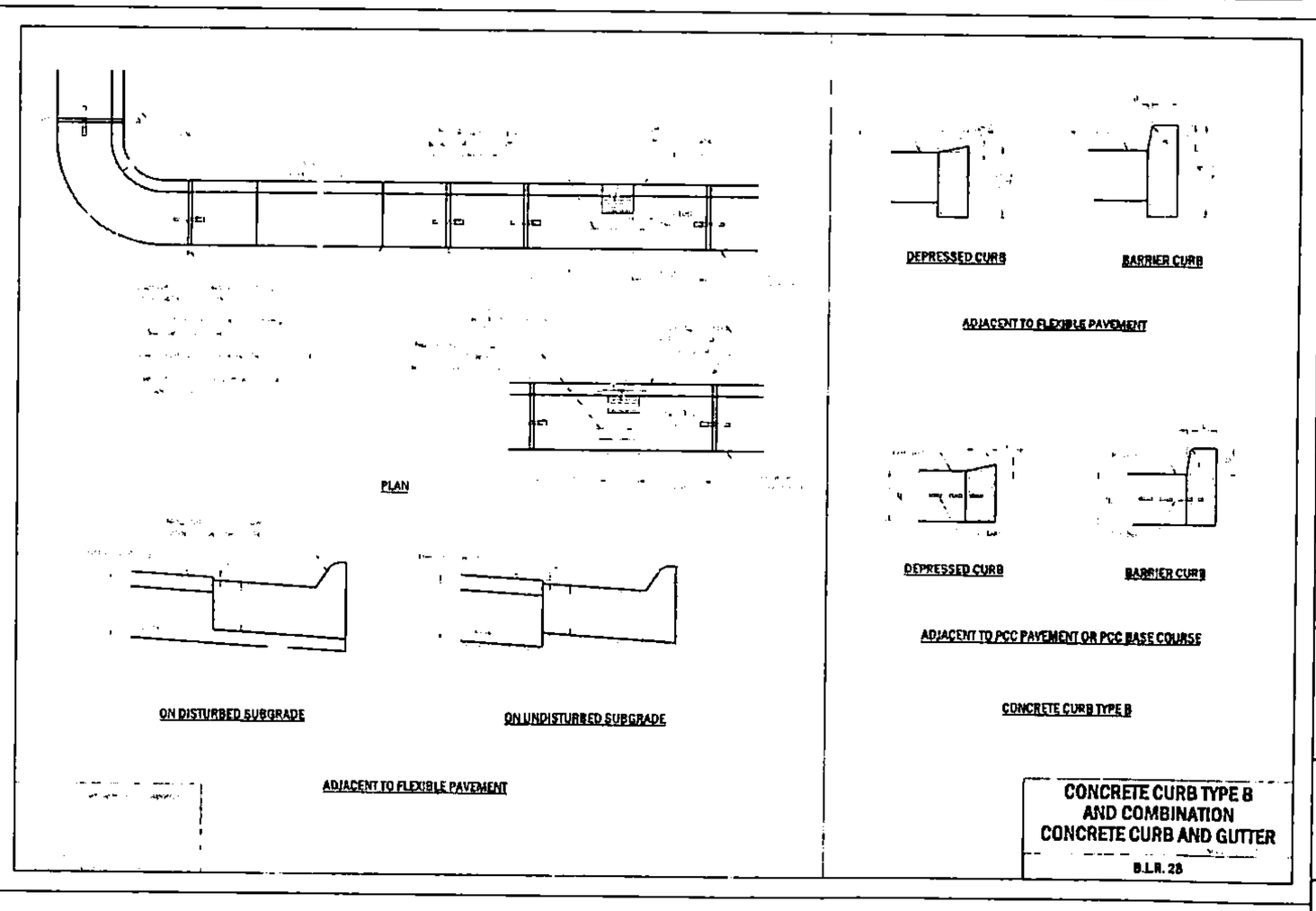
NOTES:

1. THE CONCRETE SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 424 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
2. THE CONCRETE SHALL CONFORM TO SECTION 1020 AND SHALL BE A CLASS SI AND SHALL DEVELOP A MINIMUM OF 3,500 PSI COMPRESSIVE STRENGTH AT 14 DAYS.
3. THE SIDEWALK PORTION OF THE RESIDENTIAL DRIVEWAY SHALL BE 6-INCHES THICK OR 8-INCHES FOR COMMERCIAL DRIVEWAY AND SHALL BE REINFORCED WITH FIBER MESH ADDITIVE. SEE P.C.C. SIDEWALK SPECIAL PROVISION FOR SYNTHETIC FIBER SPECIFICATIONS.
4. PLACEMENT WILL NOT BE PERMITTED UNLESS THE TEMPERATURE IS 28°F AND RISING. NO CHLORIDE ADDITIVE WILL BE PERMITTED IN THE CONCRETE.
5. SIDEWALK AT INTERSECTIONS SHALL BE DEPRESSED AND TEXTURED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT. THE MAXIMUM ALLOWABLE SLOPE IS 1:20.
6. CONTROL JOINTS SHALL BE INSTALLED AT 5 FOOT CENTERS.
7. PREMOULDED FIBER EXPANSION JOINTS SHALL BE INSTALLED AT 100 FOOT CENTERS MAXIMUM OR WHERE THE SIDEWALK ABUTTS CURB OR OTHER SIDEWALK, OR AT THE END OF EACH POUR.
8. THE SIDEWALK SHALL HAVE A BROOM FINISH.

CONCRETE SIDEWALK DETAIL

NOT TO SCALE





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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	DESCRIPTION
08-20-2021	PERMIT REVISION #5
06-30-2021	PERMIT SUBMITTAL

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	RAV

CONSTRUCTION DETAILS

C-13.2
SHEET

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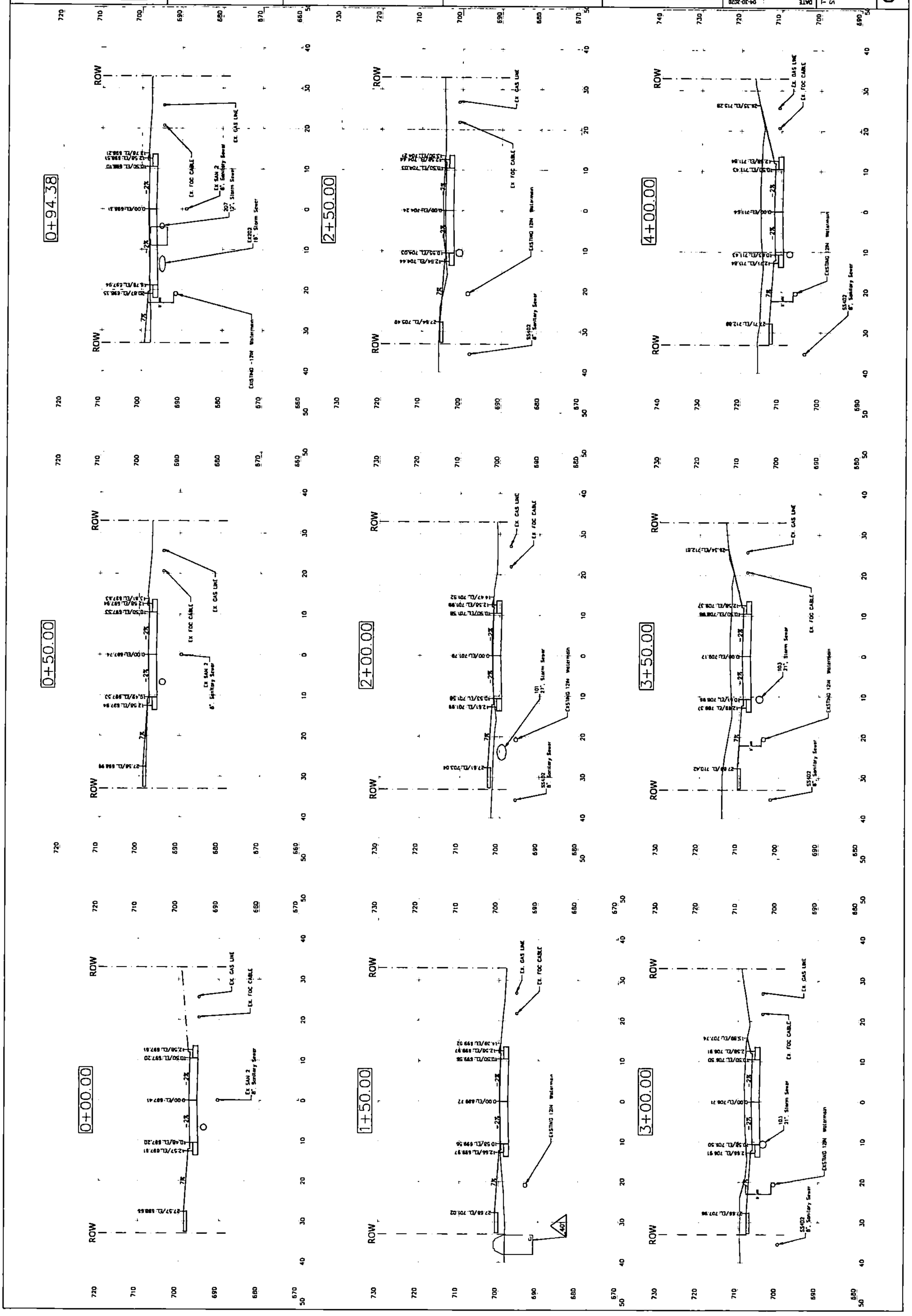

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PROJECT #	150106.00		
PROF DESIGN #	184.001186		
DRAWN BY	TT		
CHECKED BY	NAV		

DESCRIPTION	
08-20-2021 PERMIT REVISION #5	
06-30-2020 PERMIT SUBMITTAL	

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

PATRICK J MURPHY BUILDERS

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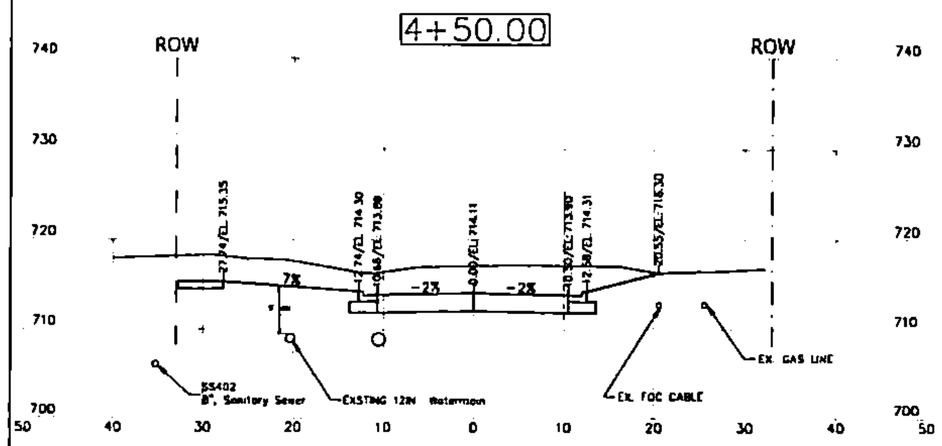

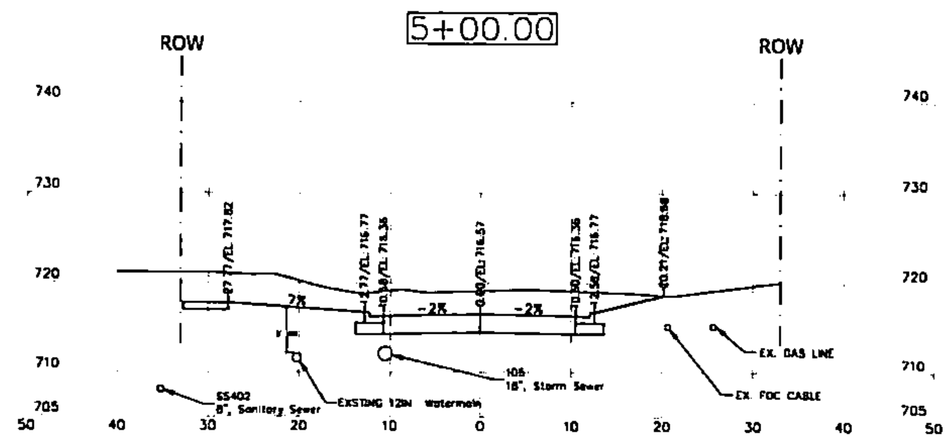

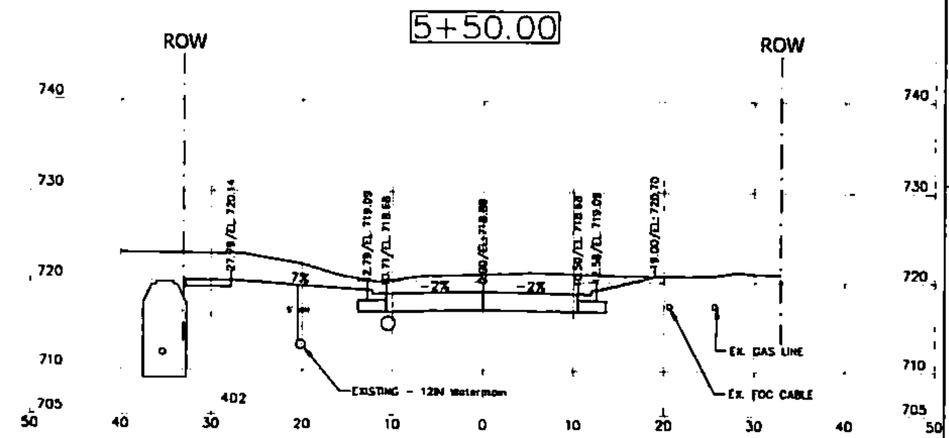

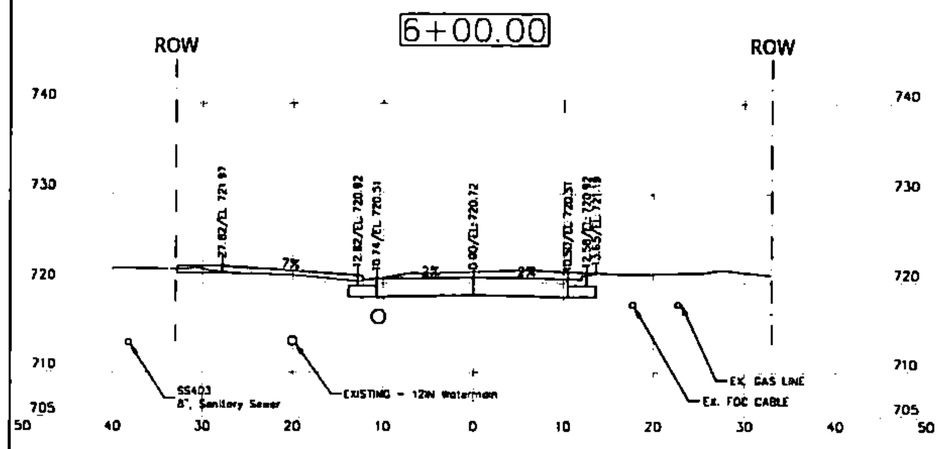

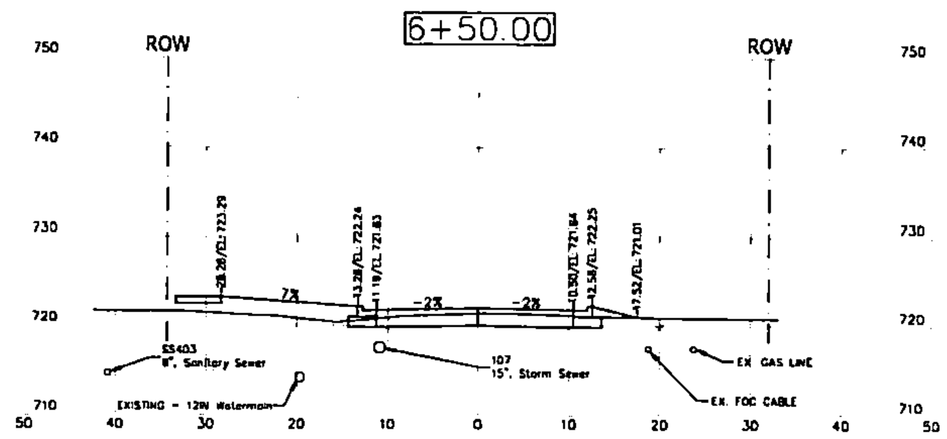

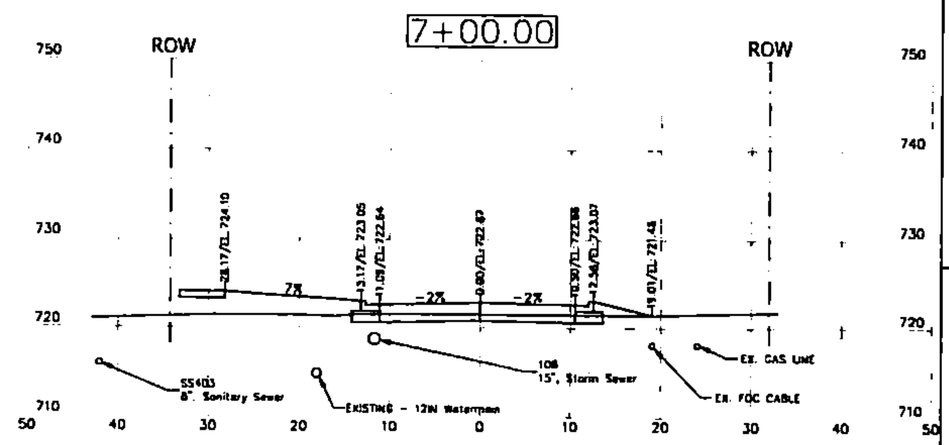

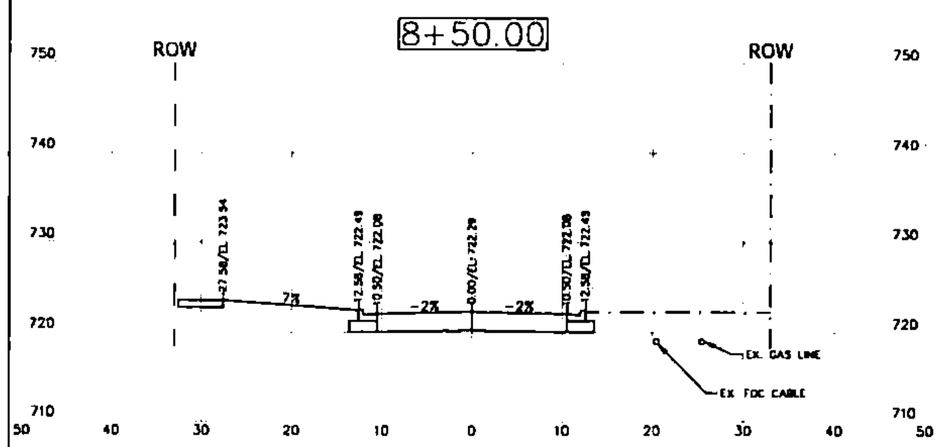

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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

04-30-2020	DATE
150106.00	PROJECT #
184.00106	PROP. DESIGN #
TF	DRAWN BY
NAV	CHECKED BY

DESCRIPTION:
06-30-2021 PERMIT REVISION #1
06-30-2021 PERMIT SUBMITTAL

HILL AVENUE
CROSS SECTIONS

C-14.1
SHEET

E:\PROJECTS\Visions J Murphy Builders Inc\150106.00 Hill Ave Glen Ellyn\CADD\SHEETS\150106 SHEET C-14.0_Roadway Cross Sections.dwg

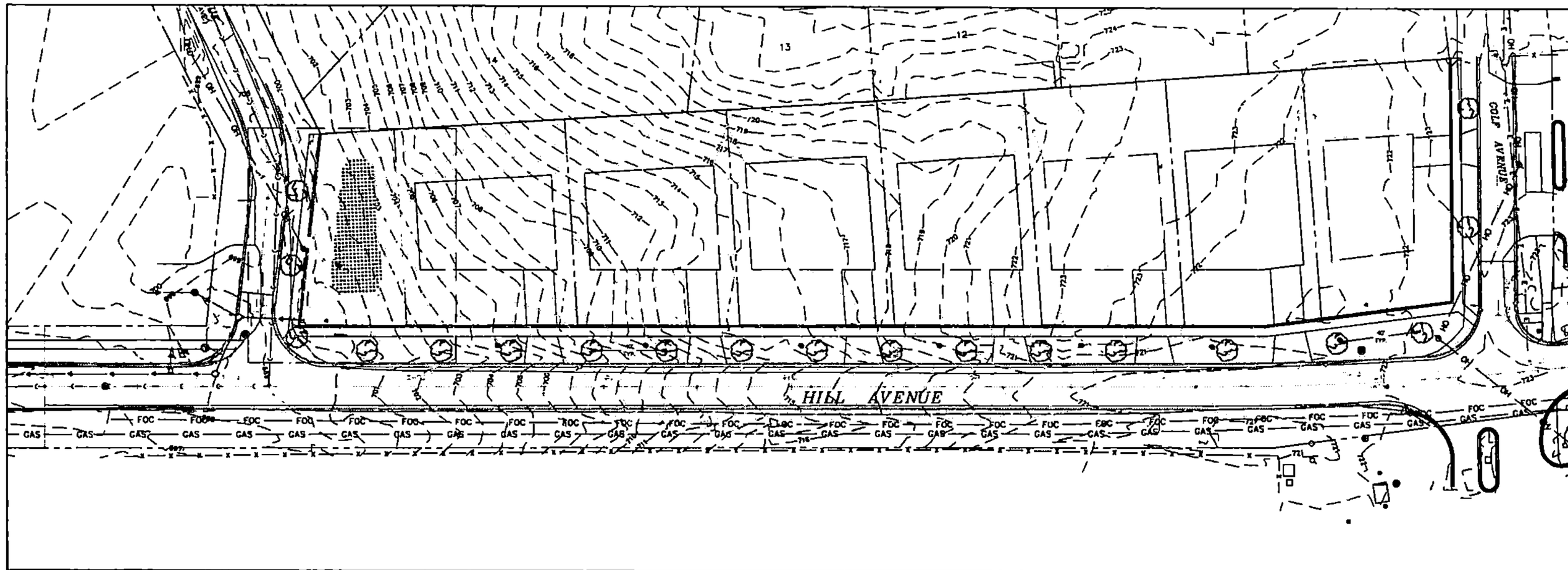
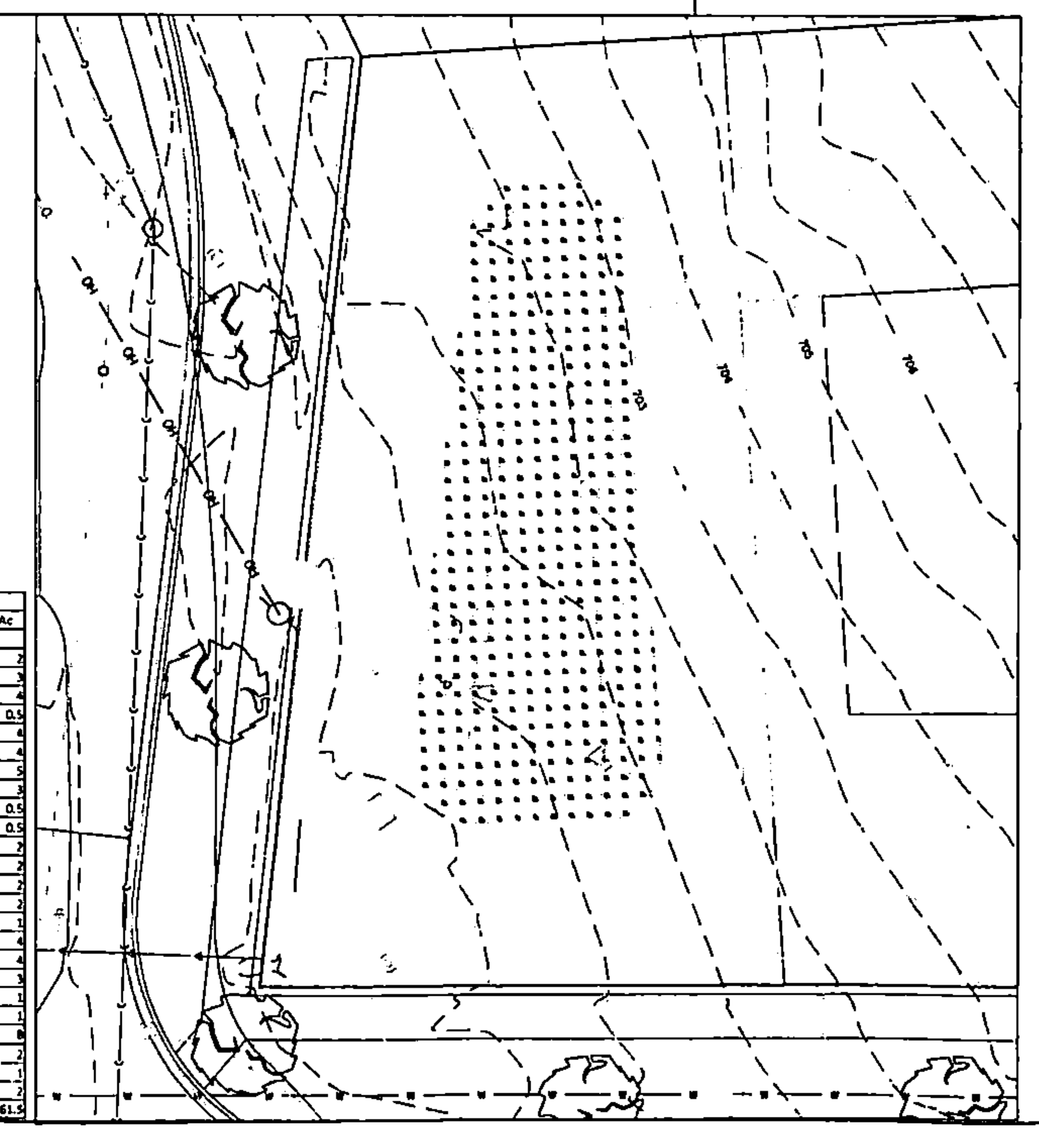


EXHIBIT E

Scale: 1" = 30'

Scale: 1" = 10'



MITIGATION MONITORING:

ALL BEST MANAGEMENT PRACTICE (BMP) FACILITIES SHALL:

1. BE MONITORED AND MANAGED FOR THREE (3) YEARS BEGINNING ON THE DAY THE WETLAND PLANTING IS COMPLETED;
2. BE MONITORED IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE CURRENT DUPAGE COUNTY STORMWATER ORDINANCE;
3. PROVIDE AN ANNUAL REPORT TO THE DIRECTOR (OR ADMINISTRATOR IN A COMMUNITY CERTIFIED TO ADMINISTER THIS ARTICLE) BY JANUARY 31ST OF EACH YEAR FOR EVERY BMP FACILITY UNDER PERMIT;

Maintenance and Monitoring Schedule:

SCHEDULE	DESCRIPTION
Installation	
Summer/Fall '22	Preliminary weed control. Install Cover Crop, Native Seed, Plugs, and woody plantings Install 8175BN Sediment & Erosion Control Blanket
1st Year Maintenance	
Spring '22/Summer '22 Summer '22	Apply chemicals to invasive weeds throughout growing season Monitoring (Report to be submitted by Jan. 31st)
2nd Year Maintenance	
Spring '22/Summer '23 Summer '23	Apply chemicals to invasives throughout growing season Monitoring (Report to be submitted by Jan. 31st)
3rd Year Maintenance	
Spring '24/Summer '24 Summer '24 Fall '24/Spring '25	Apply chemicals to invasives throughout growing season Monitoring (Report to be submitted by Jan. 31st) Conduct prescribed burn in planted areas

*The above maintenance procedures were established at the time of the submittal. The maintenance schedule does not account for permitting and construction length

LONG TERM MAINTENANCE: MOWING, WHIP WEEDING, AND SELECTIVE HERBICIDING SHOULD TAKE PLACE ON AN AS-NEEDED BASIS. PRESCRIBED BURNS ARE SUGGESTED EVERY OTHER YEAR TO MAINTAIN THE PROPOSED ENHANCEMENT AREAS. WITHOUT MAINTENANCE PROCEDURES TO COMBAT NON-NATIVE SPECIES, NATIVE AREAS OFTEN BECOME OVERRUN BY INVASIVE WEEDS. IT IS IMPORTANT TO NOTE THAT ANY NATIVE AREA THAT HAS BEEN NEGLECTED OF PROPER MAINTENANCE MAY NOT BE AESTHETICALLY PLEASING. LONG TERM MAINTENANCE IN ADDITION TO THE INSTALLATION OF THE ABOVE REFERENCED PLANTINGS IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

APPENDIX B – PERFORMANCE STANDARDS

TABLE 1. BUFFERS, WETLAND ENHANCEMENT, STREAMBANK STABILIZATION AND NATIVE PLANTED PCBMPs (See Footnote 1)

Monitoring and Management Period as Required by Certification	Temporary Vegetative Cover/ Permanent Soil Stabilization*	Percent Cover Native Vegetation*	Floristic Quality Index (FQI)**	Coefficient of Conservatism (C)***	Name of Three Most Dominant Species are Non-native or Invasive***	Survival Rate for Trees and Shrubs****
Year 1	Must meet NPDES standards	10%	–	–	Cover crop acceptable	100%
Year 2	No unvegetated areas > 1 m^2	25%	–	–	Required	100%
Year 3	No unvegetated areas > 1 m^2	75%	20	3.5	Required	100%

* As measured by aerial coverage, excluding the emergent zone. The emergent zone must achieve a minimum of 50% vegetative cover.

** Species include, but are not limited to: *Typha angustifolia*, *Typha X glauca*, *Phragmites australis*, *Lythrum salicaria*, *Salix interior*, *Phalaris arundinacea*, *Cirsium arvense*, *Melilotus sp.*, *Poa pratensis*, *Oenothera sp.*

*** FQI and/or (C) can be adjusted downward when taking the context of the location into consideration. PCBMPs are not required to meet FQI or (C).

**** Percentage can be adjusted downward based on quantities planted and when taking the context of the location into consideration.

Note: 1) Performance standards shall be applied to and achieved in each separate plant community zone and do not apply to designated open water areas.

2) Upon final acceptance, it is the expectation that the PCBMP will continue to be maintained as specified in the Stormwater Management Certification in perpetuity or until modified by a subsequent Stormwater Management Certification

Footnote 1: BMP standards are only for BMPs with a tributary area greater than 1 acre. There are no performance standards for BMPs with tributary areas areas of less than 1 acre

Appendix B

Page 113 of 125

Low-Profile Wet Prairie		
Scientific Name	Common Name	Oz/Ac
Grasses, Sedges, & Rushes		
Calamagrostis canadensis	Blue Joint Grass	1
Carex annectens	Yellow Sedge	2
Carex bebbii	Bebb's Sedge	4
Carex bicknellii	Bicknells Oval Sedge	3
Carex molesta	Troublesome Sedge	4
Carex normalis	Normal Sedge	0.25
Carex scoparia	Pointed Broom Sedge	8
Carex vulpinoidea	Fox Sedge	4
Elymus canadensis	Canada Wild Rye	10
Elymus riparius	Riverbank Rye	10
Elymus virginicus	Virginia Wild Rye	10
Glyceria striata	Fowl Manna Grass	1
Juncus tenuis	Path Rush	1
Juncus torreyi	Torrey's Rush	0.5
Leersia oryzoides	Rice Cutgrass	0.5
Panicum virgatum	Switchgrass	0.5
Poa palustris	Marsh Bluegrass	2
Schizachyrium scoparium	Little Bluestem	32
Scirpus atrovirens	Dark Green bulrush	8
Sporobolus heterolepis	Prairie Dropseed	8
	TOTAL	109.75

Low-Profile Wet Prairie		
Scientific Name	Common Name	Oz/Ac
Forbs		
Asclepias incarnata	Swamp Milkweed	2
Chamaechrista fasciculata	Partridge Pea	3
Dalea purpurea	Purple Prairie Clover	4
Eupatorium perfoliatum	Boneset	0.5
Hypericum ascyron	Great St. John's Wort	4
Iris virginica shrevei	Blue Flag	4
Liatris pycnostachia	Prairie Blazingstar	5
Liatris spicata	Marsh Blazingstar	3
Lobelia siphilitica	Great Blue Lobelia	0.5
Mimulus ringens	Monkeyflower	0.5
Oligoneuron riddellii	Riddell's Goldenrod	2
Oligoneuron rigidum	Stiff Goldenrod	2
Parthenium integrifolium	Wild Quinine	2
Physostegia virginiana	Obedient Plant	2
Pycnanthemum virginianum	Mountain Mint	1
Ratibida pinnata	Grey Coneflower	4
Rudbeckia hirta	Black-eyed Susan	4
Silphium laciniatum	Compass Plant	3
Symphyotrichum laeve	Smooth Blue Aster	1
Symphyotrichum novae-angliae	New England Aster	1
Verbena hastata	Blue Vervain	8
Vernonia fasciculata	Prairie Ironweed	2
Veronicastrum virginicum	Culvers Physic	1
Zizia aurea	Golden Alexanders	2
	TOTAL	61.5

Tree Planting List			
Scientific Name	Common Name	Size	Quantity
Quercus Macrocarpa	Bur Oak	2.5"	5
Quercus bicolor	Swamp White Oak	2.5"	5
Carya ovata	Shagbark Hickory	2.5"	3
Plantanus acerifolia	'Exclamation' London Plane Tree	2.5"	3
Cercis canadensis	Eastern Redbud	2.5"	3
		TOTAL	19

*QUERCUS, PLANTUS, AND CERCIS CAN ONLY BE PLANTED IN THE SPRING

LEGEND:

PROPOSED PARKWAY TREE, 2.5"

PROPOSED LOW PROFILE SEED MIXES

**TREES TO BE PLANTED ALONG ENTIRE PARKWAY AS INDICATED WITH 40' SPACING CENTER TO CENTER

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PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

06-14-2021 PERMIT & ACCESS. RA.
06-30-2021 PERMIT SUBMITTAL

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	NAV
DESCRIPTION:	

LANDSCAPE PLAN

SHEET

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Ave Glen Ellyn\CADD\SHEETS\150106 Landscape Planting

EXHIBIT "F"

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

GLEN ESTATES SUBDIVISION

GLEN ELLYN, ILLINOIS

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GLEN ESTATES SUBDIVISION

This Declaration is made this 8th day of November, 2022 by G. E. Hill Ave. Properties, LLC, an Illinois Limited Liability Company (hereinafter referred as "Declarant").

W I T N E S E T H:

WHEREAS, the Declarant is the owner of the real property commonly known as Glen Estates and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as "Subject Property"), and

WHEREAS, Glen Estates will be developed as a residential Common consisting of single-family detached dwellings; and

WHEREAS, the Declarants desire to promote the orderly development of the Subject Property compatible with the neighboring properties and to provide for the maintenance of stormwater management areas and other common areas or facilities in the neighborhood by subjecting the property owned by them and described herein to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, the Declarants desire to subject said Subject Property to the covenants, restrictions, conditions, reservations, easements, charges, and liens set forth in this Declaration.

NOW, THEREFORE, G. E. Hill Ave. Properties, LLC hereby declares that the real property described in Exhibit A is and shall be held, sold, conveyed, transferred, mortgaged, and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of and administration of the single-family residential portion of the Subject Property. These easements, covenants, restrictions, provisions, conditions, reservations, charges, and liens shall run with the Subject Property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit A, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Glen Estates Home Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Glen Estates Home Owners Association.

Section 3. "Covenantor" shall mean and refer to G. E. Hill Ave. Properties, LLC., its successors or assigns (other than the purchaser of a single Lot).

Section 4. "Covenants and Restrictions" shall mean and refer to the covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

Section 5. "Subject Property" shall mean the property herein referred to and legally described in Exhibit A which by this Declaration is subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described.

Section 6. "Dwelling" or "Dwelling Unit " shall mean a single-family residential building or portion thereof as permitted under the Residential District zoning classification by the Village of Glen Ellyn.

Section 7. "Final Plat" shall mean and refer to the Final Plat of Subdivision for Glen Estates Subdivision recorded on 11/10/22, as Document R2022-100604 in DuPage County, Illinois. A copy of the Final Plat is attached as Exhibit B attached hereto and made a part hereof.

Section 8. "Home Owners Association" shall mean and refer to the Glen Estates Home Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 9. "Lot" shall mean and refer to a parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling plus out-buildings or parking area and having frontage on a public street.

Section 10. "Occupant" shall mean a person or persons, other than an owner, in lawful possession of one or more residences.

Section 11. "Owner" shall mean the person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot, and their successors and assigns. For the purpose of this Declaration, unless otherwise specifically provided herein, the word "Owner" shall include any trust and beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Lot and the Declarants as to all unsold Lots which are or will be constructed upon the Subject Property.

Section 12. "Person" shall mean a natural individual, corporation, partnership, or other entity capable of holding title to or any lesser interest in real property.

Section 13. "Record" or "place of record" shall mean to record a document in the Office of the Recorder of Deeds of DuPage County, Illinois.

Section 14. "Story" shall mean that portion of a building included between the surface of any floor and the surface of the floor next above or, if there is no floor above, the space between the floor and the ceiling next above. A basement shall not be counted as a story.

Section 15. "Structure" shall mean anything other than a Dwelling Unit erected or constructed on a Lot, the use of which requires more or less permanent location on or in the ground including, but not limited to, parking areas, permanent recreation equipment, ornamental masonry walls and fences.

Section 16. "Glen Estates" shall mean the Subject Property including the Glen Estates Subdivision.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.

Section 2. Burden Upon the Property. The Declarants declares that this Declaration and the covenants, restrictions, conditions, reservations, easements, charges, and liens established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and shall be binding upon each and every owner and his or her respective mortgagees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

Section 3. Non-Severability of Rights. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

ARTICLE III

GENERAL PURPOSE

The purpose of this Declaration is to provide standards of maintenance in the Subject Property so as to ensure a residential community of high quality and character for

the benefit and convenience of all owners of the Subject Property and all residents of Glen Estates Subdivision.

ARTICLE IV

HOME OWNERS ASSOCIATION

Section 1. Creation. Within forty-five days of the recording of this Declaration, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the Glen Estates Home Owners Association.

Section 2. Membership. Every person or entity who is a record owner of a Lot in the Subject Property or who is the beneficiary of a land trust holding title to a Lot in Glen Estates shall be a member of the Home Owners Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to the effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of its ownership of a Lot in the Subject Property at which time the new owner shall automatically become a member of Glen Estates Home Owners Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Lot to which it is appurtenant.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a Lot in the Subject Property, all such persons or entities shall be considered collectively as one member.

Each member of the Home Owners Association shall be bound by and shall observe the terms and provisions of this Declaration, and the Articles of Incorporation and the By-Laws of the Home Owners Association, and the rules and regulations promulgated from time to time by the Home Owners Association or its Board of Directors.

Any person or entity who holds an interest in a Lot in Glen Estates merely as a security for the performance of an obligation or any person in possession of a Lot under a contract to purchase such Lot shall not be a member of the Home Owners Association.

No member shall have any right or power to disclaim, terminate or withdraw from its membership in the Home Owners Association or from any of its obligations as such member by abandonment of its residence or for any other reason.

Ownership of a Lot in the Subject Property shall be the sole qualification for membership and there shall be one membership for each Lot.

Section 3. Voting Rights. The Home Owners Association shall have two classes of voting members:

a. Class A: Class A members shall be all record Owners of Lots in the Subject Property and all beneficiaries of land trusts holding title to Lots in the Subject Property with the exception of the Covenantor.

b. Class B: Class B member shall be the Covenantor, its successors or assigns (other than the purchaser of a single Lot).

The Class A members shall be entitled to one vote for each Lot owned. If more than one person or entity is the record owner or beneficiary of the title-holding land trust

of a Lot in Glen Estates, then the vote for that Lot or unit shall be exercised as those persons or entities amongst themselves determine. No more than one vote shall be cast with respect to any such Lot.

The Class B member shall be entitled to two votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: a) upon the conveyance of the last Lot in Glen Estates held by any Class B member to any entity other than to Covenantor, or b) whenever the Class B member elects to do so, or c) ten years after the incorporation of The Home Owners Association.

The Home Owners Association shall have the right to suspend the voting rights of any member, regardless of voting class, for any period during which an assessment, fee or a penalty levied by the Home Owners Association against the member's Lot remains unpaid.

ARTICLE V

MAINTENANCE ASSESSMENTS FOR GLEN ESTATES

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of a Lot in Glen Estates by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document or conveyance, shall be deemed to covenant and agree to pay to the Home Owners Association regular assessments of charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Home Owners Association shall be used for the purpose of promoting the health, safety, and welfare of the residents in the Subject Property and for any purpose of the Home Owners Association as specified in this Declaration or the Articles of Incorporation. All funds collected (except for such special assessment as may be levied against less than all of the members and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use, and account of each of the members in the ratio that the area of the Lots owned by each member bears to the total area of the number of Lots in the Subject Property as the same is constituted from time to time.

Section 3. Regular Assessments. The Home Owners Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Home Owners Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4. Procedure. The Board of Directors of the Home Owners Association shall determine the amount of the assessment against each Lot for each assessment year or any special assessment pursuant to this Declaration and the By-Laws of the Association. The assessments for each Lot shall be based on the ratio of 14.286% (1/7th) multiplied times the total Association assessment for the year or times total special assessment as the case may be.

The Home Owners Association shall, upon written demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Home Owners Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Board of Directors may establish a fee and method of payment for said fee for furnishing said certificate.

Section 5. Change in Basis of Regular Assessments. The Board of Directors of the Home Owners Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board of Directors at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Section 8. Reserve and Contingency Fund. The Board shall fund and maintain a reasonable reserve for contingencies and replacements ("Reserve Fund"). Upon the conveyance of title to a Lot to the first purchaser of said Lot, the grantee thereof shall pay to the Home Owners Association the sum of $500.00 which shall be deposited in the Reserve Fund; said payment is not in lieu of any annual assessment and is not refundable to the purchaser upon sale of its Lot.

Section 9. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees, become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then Owner, his grantees, heirs, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a Lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners provided that it shall be subordinate to an assignment of rent held by a mortgagee delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest

per annum permitted by the usury laws of the State of Illinois and the Home Owners Association may bring an action at law against the owner personally obligated to pay same and/or to foreclose the lien against the property and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with all costs of the action. The venue for all legal action shall be in DuPage County. The persons in possession shall be authorized to accept the summons for the owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Home Owners Association, the trustee shall furnish the Home Owners Association with a certified copy of the trust agreement so that the Home Owners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessment.

Section 10. Continuing Obligation. The failure or delay of the Board of Directors to prepare or serve notice of the annual or adjusted assessment on the owners shall not constitute a waiver or release in any manner of such owner's obligation to pay the assessments herein described including the maintenance costs and necessary reserves for the Home Owners Association as herein provided whenever the same shall be determined, and in the absence of notice of the annual or adjusted assessment each owner shall continue to pay the assessment at the then existing rate established for the previous period until such annual or adjusted assessment shall have been mailed or delivered.

Section 11. Non-Escape from Obligation. No owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

Section 12. Subordination of the Lien to the Mortgage. The lien for the assessments provided for herein may for any reason be subordinated by the Home Owners Association by written document executed by its duly authorized officers and shall without any writing be subordinated to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject Lot provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to the decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead right of the owners since it runs with the land and is in existence before commencement of ownership interests.

ARTICLE VI

MAINTENANCE AND REPAIR

Section 1. Responsibility of Owners. Each owner of a Lot in the Subject Property shall provide, at his own expense, all of the maintenance, decorating, repairs, and replacement on his own Lot and adjoining parkways, except for those portions of Lots which are to be maintained by the Home Owners Association, and shall keep same in good condition.

Within ninety days of the date of issuance of a certificate of occupancy for Dwelling, the owner of the Lot shall have established grass and landscaping on the entire Lot with seed or sod, weather permitting, and except for those areas that are to be maintained in a natural state.

Section 2. Liability for Damage to Property. Each Owner in Glen Estates shall be liable for the expense of any maintenance, repair, or replacement of any property, including but not limited to landscaping, for which the Home Owners Association is responsible to maintain in the Subject Property rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guests, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE VII

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

Section 1. Design Review Committee.

a. Purpose. The Design Review Committee is established to ensure that Glen Estates remains an attractive, harmonious residential development having continuing appeal. In order to achieve this objective, architectural controls and maintenance standards shall be established. The purpose of the Design Review Committee is to maintain the aesthetic harmony within Glen Estates through assistance and review of various exterior improvements to homeowner's property, including, but not limited to, landscaping.

b. Composition. The Design Review Committee shall consist of a minimum of three members which shall be appointed by the Board of Directors and may include one or more Board members. The Board of Directors reserves the right to remove and replace any member of the Design Review Committee, at any time, at its sole discretion. The By-Laws and/or Design Review Guidelines of the Association shall set forth the (i) powers of the Design Review Committee, (ii) the criteria by which the Design Review Committee will review proposed plans, (iii) the number, tenure, term and qualifications of the members of the Design Review Committee, (iv) manner of appointment and removal, and (v) the operation of the Design Review Committee. Until there are no remaining Class B voting members pursuant to Article IV, Section 3b hereof, the Covenantor shall be deemed to be the Design Review Committee and the Covenantor shall establish the Design Review guidelines.

c. Guidelines. The Association shall establish Design Review Guidelines which shall set forth architectural and maintenance standards for (i) the construction, erection, installation or maintenance of any new improvements, (ii) modifications and maintenance of existing improvements, and (iii) maintenance of properties. Said guidelines may be applicable to any improvement, Structure or landscaping relating to the Dwelling

Unit or located anywhere on the Lot. Said guidelines shall be approved by the Board of Directors of the Association upon recommendation by the Design Review Committee.

The guidelines established by the Association shall not be applicable to (i) reconstruction or repair of a Dwelling Unit provided the exterior of the Dwelling Unit is built or repaired in substantial accordance with the originally approved size, footprint, color scheme and architectural style of the Dwelling Unit, (ii) repainting of the exterior of a Dwelling Unit provided same is similar to the original color scheme, and (iii) repainting or remodeling of the interior of a Dwelling Unit.

d. Review. No Dwelling Unit or Structure shall be constructed, no addition to an existing building or other Structure shall be commenced or erected, no grading and/or landscaping shall be altered, commenced, installed, or removed, nor shall any addition to any building or Structure or change or alteration therein be made, except interior alterations, nor shall any repainting, remodeling or replacement of any exterior portion of any building or other Structure be commenced, except as provided in paragraph c above, until complete plans and specifications of such building, grading, landscaping or other Structure shall have been submitted to and approved in writing by the Design Review Committee. Any person, persons or entity desiring any of the foregoing shall prepare and submit the following documents for review: a written application, a site plan, landscape plan and civil engineering (if requested by the Committee). The plans and specifications shall show the nature, kind, shape, height, materials and color scheme of such building, Structure or landscaping as well as the exterior front, side and rear elevation of said building or Structure. A plat of survey (drawn to scale) shall also be submitted showing the existing improvements, including any landscaping, on the Lot and the location of the proposed building, Structure, or landscaping on the Lot. The Design Review Committee shall have the right to refuse to approve any such plans or specifications which are not complete, suitable or desirable, in its opinion, due to aesthetic or other reasons. In so passing on such plans and specifications, the Design Review Committee shall have the right to take into consideration (i) the suitability of the proposed building, other Structure or landscaping with the surroundings property and (ii) the effect of the building or other Structure on the outlook from adjacent or neighboring properties. The review of any plans and specifications shall be based on the architectural guidelines established by the Association. All necessary governmental permits and approvals shall be obtained and any work undertaken shall comply with all applicable governmental regulations.

Three copies of all plans, specifications and other material shall be filed in the office of the Association for approval or disapproval. The Association may charge a review fee to offset costs which the Association may incur to perform its review. A report in writing setting forth the decision of the Committee and the reason therefore shall thereafter be transmitted to the applicant by the Committee within a reasonable period of time but not later than thirty (30) days after the date of filing the plans, specifications and other material by the applicant. In the event the Committee fails to approve or disapprove within thirty (30) days after submission the final plans, specifications and other material as required in this Declaration, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with. If an applicant disagrees with the decision of the Design Review Committee, then the applicant may request that the Board of Directors review the proposal and the Design Review Committee decision. The decision of the Board shall be final.

Section 2. Minimum Square Footage of Dwelling Units. All dwelling units constructed on the Subject Property described in Exhibit A shall provide at a minimum, the following area of finished living quarters:

a. One story dwelling: 2,000 square feet excluding the garage.

b. Two story dwelling: 2,600 total square feet, with a minimum of 1,600 square feet on first floor, all totals excluding the garage.

This Section may only be amended by the Covenantor. The Home Owners Association shall not amend this provision regarding the minimum square footage of dwelling units.

Section 3. Setbacks.

All Dwelling units constructed on the Subject Property described in Exhibit A shall meet the Village of Glen Ellyn setback standards as shown on the Final Plat.

Section 4. Construction Standards for Dwelling Units.

a. All elevations shall be comprised substantially of brick, stone, cedar, fiber cement siding, engineered wood composite siding, EIFS or glass. The front elevation shall include design elements incorporating brick and/or stone. Porch roofs shall be an integral part of the design. Approval of elevations and roof designs shall be at the sole discretion of the Design Review Committee with the intent of retaining compatibility with the design of other homes in the subdivision.

b. Asphalt, EPDM or similar materials shall not be used over bay windows on front or side elevations.

c. Side and rear elevations may be brick, stone, EIFS, glass or siding of cement-fiber siding plank imitation cedar, or cedar.

d. Soffits, fascia and trim may be metal, vinyl or wood, subject to integration into the overall design.

e. Windows & window color shall be an integral part of the design.

f. Addresses shall only be displayed by integrating an engraved stonework address block into the front elevation.

g. All mailboxes shall be constructed of black metal material. All supporting structures to the mailbox shall be constructed of either black metal material, stone or brick. All mailboxes shall be installed and anchored into the ground and shall conform to United States Postal Regulations. No newspaper receptacles may be attached to Association mailboxes or supporting structures. All mailboxes and supporting structures must be approved by the Design Review Committee prior to installation.

h. Landscaping shall be installed and maintained pursuant to a landscaping plan approved in advance by the Design Review Committee. Parkway trees where required shall be planted with not more than 40 lineal feet between them, subject to existing trees, utilities, pavement, approved landscape plans and Village of Glen Ellyn ordinances. Flower and vegetable gardens shall be permitted on a portion of the Lot.

i. All Dwelling Units in Glen Estates shall provide at a minimum a two-car attached garage.

j. All Dwelling Units in Glen Estates shall have varying exterior elevations to prevent monotony between Dwelling Units.

k. THE IMPERVIOUS SURFACE IS STRICTLY LIMITED FOR EACH LOT. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept anywhere on the Subject Property except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No dog runs, kennels or enclosures of any type shall be kept or maintained outside the Dwelling Unit and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere except inside the Dwelling Units or garages. The owners of household pets shall be responsible for cleaning up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. No animal shall be permitted if it is a nuisance to any other resident of Glen Estates.

All household pets shall not be allowed unattended outside the Dwelling Unit. If a pet is taken off of the owner's property, the pet must be on a leash. Animals shall not be allowed to run loose, except within its Owner's Lot and as allowed by Village of Glen Ellyn ordinances. Owners in the Subject Property shall be likewise responsible for complying with all applicable ordinances of the Village of Glen Ellyn and be responsible for and be subject to these provisions for the household pets of their guests.

Pets which roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance to the owners of Lots in Glen Estates shall be removed upon request of the Board after notice and an opportunity for a hearing before the Board. If the pet owner fails to honor such request, the Board may have the pet removed and/or levy fines in the sole discretion of the Board.

All pet owners must immediately clean up after their pets on any area within Glen Estates including the owner's own Lot and all common, public and private areas. Owners who violate this provision may be fined by the Board for each violation.

Section 6. Stormwater Management Easement. There shall be no planting or removal of any landscaping material other than normal maintenance of approved landscaping material in those areas identified as a Stormwater Management Easement on the record Plat of Subdivision, without the prior written permission of the Board.

Section 7. Accessory Buildings. No accessory buildings or Structures shall be located in Glen Estates without approval of the Design Review Committee, and, if allowed, and shall be finished so as to blend visually with the dwelling unit.

Section 8. Antennae and Satellite Dishes. No exterior television antennae or radio antennae of any type whatsoever shall be erected, installed, or maintained, temporarily or permanently, anywhere on the Subject Property without approval of the Design Review Committee.

Satellite dishes/receivers twenty-four inches in diameter or smaller may be erected and maintained subject to the Design Review Guidelines established by the Association and the ordinances and regulations of the appropriate governmental authorities and plans approved by the Design Review Committee.

Section 9. Condition of Property. Except in designated Stormwater Management Areas, Landscape Easements, Conservation Areas or Wetland Buffer Impact Easements, if any, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on a Lot or upon the exterior of any Dwelling Unit. No refuse pile or unsightly object, except a viable compost pile for only landscape waste, shall be allowed to be placed or maintained anywhere on the Subject Property. Trash, garbage, or other waste shall not be kept except in sanitary refuse containers which must be properly maintained. No trash, garbage, or other waste shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages, except on such days as such trash, garbage, or other waste material is to be collected and removed. In addition, no object of any kind shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages. Notwithstanding the foregoing, this provision shall not apply to the Covenantor during the construction on the Subject Property. Also, notwithstanding the provisions of this Section 9, a compost pile for recycling landscape waste, as long as its size and location is approved by the Design Review Committee, complies with Village of Glen Ellyn ordinances, and it is not a source of noxious odor.

Section 10. Fences. Any fence erected, installed, or maintained in Glen Estates shall comply with the Design Review Guidelines established by the Association and the ordinances of the appropriate governmental authority. All fences shall be approved by the Design Review Committee, and shall be black, low maintenance, coated aluminum or similar metal.

No cyclone, chain link or stockade fences shall be permitted within the Subject Property, unless same is the only fence allowed by the appropriate governmental authority.

The provisions of this Section 10 shall not apply to any fence or monument constructed by the Covenantor or the Association.

Section 11. Home Occupations. All Lots in Glen Estates may be used only for residential purposes, and for those home occupations permitted by the Village of Glen Ellyn in the R2 District Residential. Furthermore, an Owner may conduct his or her occupation in the residence provided that the following conditions are met:

a. no retail or wholesale commercial activities shall be permitted;

b. only the Owner of the residence and any resident thereof shall be permitted to conduct the home occupation;

c. no signs identifying or advertising a home occupation shall be permitted;

d. all ordinances and regulations of the appropriate governmental authority shall be complied with.

Section 12. Recreational Vehicles. All vehicles, including but not limited to automobiles, vans, camping trailers, boats, tractors, trucks, motorcycles, mobile homes, junk cars or other vehicles of any type whatsoever shall not be stored, permanently or temporarily, anywhere on the Subject Property, except in an enclosed garage. Notwithstanding the foregoing, the following exceptions shall be allowed: a) camping trailers, boats, and recreation vehicles (not including mobile homes) may be parked on driveways for a period of one day while the Owner of the Dwelling Unit is preparing for or unloading from a trip and b) the operable automobiles being used by the owners,

occupants, and their invitees, of any of the Dwelling Units in Glen Estates may be parked on the owners' driveways and public streets as permitted by law.

Section 13. Signs. No signs of any kind shall be erected in Glen Estates, except "For Sale" signs shall be permitted in accordance with the ordinances of the appropriate governmental authority. This section shall not apply to the Covenantor.

Section 14. Swimming Pools. Subject to the approval of the Design Review Committee and the Board, only in-ground swimming pools, outdoor hot tubs and whirlpools may be erected, installed or maintained anywhere on the Subject Property. No above ground swimming pools shall be erected, installed or maintained anywhere on the Subject Property. All outdoor hot tubs and whirlpools erected, installed or maintained on the Subject Property shall be equipped with lockable covers that are childproof. Swimming pools, outdoor hot tubs, and outdoor whirlpools are considered impervious surfaces for calculation of the total amount of permitted impervious surfaces for each Lot.

Section 15. Trucks. Trucks with Class C or higher license plates shall not be parked, stored, or left unattended, permanently or temporarily, anywhere on the Subject Property, except in an enclosed garage or other enclosed Structure. Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing its service to the Owner of the Dwelling Unit.

The provisions of this Section 15 shall not apply to any trucks or trailers used by the Covenantor, its employees, contractors, subcontractors, or materialmen in the construction of or on the Subject Property.

Section 16. Impairment of Structural Integrity of Building. Nothing shall be done in or around any Dwelling Unit or in, on or to the common areas which will impair the structural integrity of any building or the function of utilities or grading.

Section 17. Quiet Enjoyment. No unlawful, noxious, immoral, or offensive activity shall be conducted anywhere on the Subject Property nor shall anything be done thereon and/or therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents within Glen Estates.

Section 18. Application of Government Regulations. All Dwelling Units and Structures to be erected shall comply with all government regulations, including zoning and building codes, unless said non-compliance is approved by the appropriate governmental authority.

ARTICLE VIII

COVENANTOR'S RESERVED RIGHTS

Declarant's Reserved Rights and
Special Provisions Covering Development Period

Section 1. In General. In addition to any rights or powers reserved to the Declarant under this Declaration, the Declarant shall have the rights and powers set forth in this Article. Except as otherwise provided in this Article, the rights of the Declarant under this Article shall terminate and be of no further force and effect from and after the Declarant is no longer vested with or controls title to any portion of the Subject Property ("Declarant Rights Period").

Section 2. Promotion of Project. The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Subject Property as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Subject Property or at other properties in the general location of the Subject Property which are being offered for sale by the Declarant, or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. The Declarant shall have the right and power to lease any home owned by it to any person or entity which it deems appropriate in the Declarant's sole discretion.

Section 3. Construction on Subject Property: In connection with the construction of improvements to any part of the Subject Property, the Declarant and its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Subject Property including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the common area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Subject Property. In connection with the rights provided in the preceding sentence, the Declarant, and its agents and contractors, shall have the right of ingress, egress and parking on the Subject Property and the right to store dirt, construction equipment and materials on the Subject Property without the payment of any fee or charge whatsoever.

Section 4. Grant of Easements and Dedications: Declarant shall have the right to dedicate portions of the Common Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Common Area to any governmental authority, public utility or private utility company for the installation and maintenance of cable TV, electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Lot.

Section 5. Declarant Control of Association: Prior to the election of the initial homeowners Board of Directors, the manager shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time who need not be Owners or

Voting Members. Initially the Declarant shall be the sole manager. The rights and powers of the Declarant to manage the affairs of the Association, or designate the Managers of the Association shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Subject Property, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) ten (10) years from the date of Recording hereof, or (iv) such other date as prescribed by statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board of Directors shall be constituted and elected as provided in the Declaration and Bylaws. Prior to the election of the initial homeowners Board of Directors, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

Section 6. Other Rights. The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Subject Property which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

Section 7. Assignment by Declarant: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

Section 8. Matters Affecting Common Area. During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the common area ("Outlot A") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on any portion of the Common Area without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's plan for the development, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01(vi) to withdraw and remove any portion or portions of the Common Area from the Subject Property, and (ii) require the Association to convey such portion or portions of the Common Area which are so withdrawn and removed from the Subject Property to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

Section 9. Architectural Controls. Prior to such time as the Declarant no longer holds or controls title to any portion of the Subject Property, no additions, alterations or improvements shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval

hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion. In addition, any alteration, addition or improvements made to a Lot or a Home must be in compliance with any applicable ordinances of the Municipality and, to the extent required by the Municipality, a building permit must be obtained prior to the commencement of any such alteration, addition or improvement.

Section 10. Right to Amend. The Covenantor shall have the right to amend this Declaration in whole or in part without complying with Article XI of this Declaration. This right shall cease upon the election of the initial homeowners Board of Directors.

ARTICLE IX

EASEMENTS

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, or other public utility services or for the maintenance of landscaping shall be granted as shown on the Final Plat of Glen Estates. Any additional easements for such purposes may be granted by the Covenantor and/or the Board of Directors at any time for the purpose of obtaining such utility services or establishing and maintaining landscaping.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

ARTICLE X

VILLAGE OF GLEN ELLYN RIGHTS

The following covenants and provisions are intended to inure to the benefit of the Village of Glen Ellyn ("Village") and it is specified and provided as follows:

Section 1. In the event the Association fails to perform any of its obligations required to be performed by it pursuant to the provisions of this Declaration and such delinquency shall exist on the part of the Association for a period of thirty days after the date of delivery by the Village to the Association of written notice advising the Association of the existence and nature of such delinquency, the Village shall have the right, but not

the obligation, to perform the obligations required to be performed by the Association pursuant to this Declaration. In the event the Village elects so to do, the Association shall pay promptly to the Village the amount of the cost and expense incurred by it in the performance of such work, including compensation for staff time, the use of Village equipment, as well as materials and outside services.

Section 2. In the event the Village performs any of the Association's duties and obligations and the Association fails to pay the Village any costs it incurred as aforesaid, within thirty days after the date of the Village's demand for payment or date of any statement, the Village shall have the right to levy an assessment on all Lots delineated on the Final Plat of Subdivision for the costs and expenses incurred by it in the performance of such work to the same extent and as fully as the Association might do pursuant to the provisions contained herein. Should any Lot Owner fail to pay to the Village such Owner's portion of any assessment levied pursuant to this paragraph upon the due date thereof, then the Village shall have the right to exercise all rights, powers, privileges and remedies granted to the Association by this Declaration, and any other remedies provided by law. This Article X is not a limitation on other remedies that may be pursued by the Village.

Section 3. Village Enforcement. The Village shall have the right to enforce any provision contained in this Agreement or to enforce the ordinances of the Village. This shall be an absolute right of enforcement, that the Village, through its employees, contractors, or duly authorized agents may, but shall not be required to perform. The Village, through its employees, contractors, or duly authorized agents, is hereby given a limited right of entry in, on, and through any portion of the, **("Subject Property")** to enforce the provisions of this Agreement, including onto the lots of any individual unit owner. Except in the event of an emergency where there is a reasonable possibility that an injury to a person or property shall occur, the Village shall not exercise its right of entry under this Paragraph without first providing 15 days prior written notice the Association, or any individual unit owner. The reasonable costs and expenses of any work performed by the Village, its employees, contractors, or duly authorized agents **("Village Work")** shall be fully charged to and paid by Association. In the event of a failure by the Association or any individual unit owner to pay sums properly due and payable within 30 days after receipt of written demand for payment from the Village, then, in addition to any other remedies or rights available to it at law or in equity, the Village shall have a lien against the Property, or any portion thereof including, without limitation, the common areas [common elements], as well as any individual unit owner's lot, to secure payment of all amounts as properly due hereunder. Such lien shall arise immediately upon recording of a notice of lien in the Office of the DuPage County Recorder of Deeds, Illinois, identifying this Agreement, the Parties, the date of recording this Agreement, the document number of such recording, the legal description of the Property, or any portion thereof, or the lot of any individual unit owner, identification of Association, or any individual unit owner, as the fee owner of the Property, or any portion thereof, and the amounts then due and payable under this Agreement. Such lien shall remain in full force and effect until such amounts are paid in full. Said lien may be foreclosed by any proceeding at law or in equity. The Village, in addition to any other rights it has in this Agreement, shall have the right to file suit in any court of competent jurisdiction against the Association or any individual unit

owner to enforce and require the performance of any obligation in this Agreement, and to enforce by any proceeding in law or in equity all other easements, restrictions, covenants, and agreements in this Agreement. If the Association or any individual unit owner is found by a court of competent jurisdiction to be in violation of any of the foregoing, the Association or any individual unit owner shall also be liable for reasonable attorneys' fees, and cost and expenses of litigation, and which fees and costs, if unpaid, shall constitute an additional lien against the Property, or any portion thereof including, without limitation, the common areas [common elements], as well as any individual unit owner's lot. Failure by the Village to enforce any easements, restrictions, covenants, and agreements in this Agreement shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Amendment: Termination. No amendment or termination of this Agreement which affects the rights of the Village shall be valid without the prior written consent of the Village.

Section 5. Special Service Area. The Village may, in lieu of pursuing and enforcing its lien rights as established in Paragraph Article X, Section 3, elect to declare the Property a special service area and levy a special service tax against the Property. In the event that the Village proceeds to establish a special service area pursuant to this Paragraph, the Association, or anyone on its behalf, covenant and agree not to challenge or object, in any way, the establishment of such a special service area. Any special service area established pursuant to this Paragraph shall be for the sole and limited purpose of recouping costs and expenses incurred by the Village in enforcing the provisions of this Agreement, including, without limitation, performing Village Work.

ARTICLE XI

AMENDMENTS

Section 1. Amendments. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board of Directors. Said change, modification, or rescission shall be approved by a majority of the number of votes of the Home Owners Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by written proxy at said meeting of fifty percent of the total membership shall constitute a quorum. However, said change, modification, or rescission must be approved by a majority vote of members in attendance either in person or by written proxy but by not less than fifty percent of the total membership of the Home Owners Association unless a higher percentage is required as specified in this Declaration.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon

recordation of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois.

Section 3. Rights of Covenantor. No amendment which shall adversely affect the rights of the Covenantor (including, but not limited to, the right to maintain sales facilities, signs, and access for construction set forth in this Declaration) shall be effective without the Covenantor's express written consent thereto. Covenantor may assign or delegate its rights hereunder to one or more builders who purchase Lots from Covenantor.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, conditions, reservation, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the owners of single-family Lots and beneficiaries or trusts holding title to single-family Lots in Glen Estates full enjoyment and benefit of their property, and shall inure to the benefit of and be enforceable by the Home Owners Association, or the Owner of any Lot subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of sixty-six percent of the single-family Lots in Glen Estates has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either a) sent by mail with postage prepaid to the last known address of the person or entity who appears as the owner on the records of the Home Owners Association at the time of such mailing or b) personally delivered to the last known address of the person or entity who appears as the owner on the records of the Home Owners Association at the time of such delivery.

Section 3. Model Homes. It shall not be deemed to be a violation of these covenants and restrictions for the Covenantor or its assignee to permit the erection or maintenance of model homes anywhere within the Subject Property. However, model homes may be maintained only for a period of not more than three months after the completion and occupancy of one hundred percent of the total number of residences to be constructed in the Subject Property. No model home may be erected or maintained unless approved by the Covenantor.

Section 4. Leasing of Residence. If any owner shall lease his residence, such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee. No lease shall be for less than six months. The owner shall remain bound by all obligations set forth in this Declaration. Each owner that leases his or her residence shall provide the Board of Directors with a copy of all leases concerning that owner's Dwelling Unit within ten (10) days of such leasing taking effect. The failure of an owner to provide the Board of Directors with a copy of all leases concerning that owner's Dwelling Unit within ten (10) days of such lease taking effect shall be a default under the terms of this Declaration.

Section 5. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to a) all covenants, restrictions, conditions, reservations, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential Common of high quality and character.

Section 7. Covenant to Abide by this Declaration. The Covenantor covenants to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 8. Covenant in Event of Dissolution of the Home Owners Association. In the event the Home Owners Association is dissolved, the owners of single-family Lots in Glen Estates agree that all provisions contained herein regarding maintenance, repair, and replacement in the Subject Property shall still apply and that those provisions of this Declaration shall be in full force and effect. Prior to the dissolution of the Home Owners Association, provisions shall be made as to how the responsibilities and obligations of the Association shall be handled by the single-family Lot owners in Glen Estates.

Section 9. Property Ownership in Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and

control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or a lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such property ownership.

Section 10. Enforcement. Enforcement of these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, condition, reservation, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions. All costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any judgment or decree shall so provide for payment of these costs. Failure by the Covenantor, the Home Owners Association, or any owner of a Lot in Glen Estates to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

The Covenantor reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist.

Section 11. Severability. Invalidation of any one of these covenants, restrictions, conditions, reservations, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12. Deed Restriction/Stormwater Management Easement. The area designated on the Final Plat as Outlot "A" is a "Stormwater Management Area", including stream, wetland, stormwater basins and buffer area components, under the regulatory jurisdiction of the Village of Glen Ellyn and DuPage County. The maintenance and use and conveyance of Outlot "A" shall be at all times subject to the Stormwater Management Easement recorded on the Final Plat.

IN WITNESS WHEREOF, G.E. Hill Ave. Properties, LLC has caused its name to be signed hereto by its duly authorized Manager on the day first above written.

G.E. Hill Ave. Properties, LLC:

By: _____

Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Patrick Murphy, personally known to me to be the President of G.E. Hill Ave. Properties, LLC, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Patrick Murphy signed and delivered the said instrument as President of said company, pursuant to authority given by the Board of Directors of said corporation, as a free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of November 2022.

_____

Notary Public

OFFICIAL SEAL
Lori A Gloude
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 26, 2023

DECLARATION EXHIBIT A

GLEN ESTATES
LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THI PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST, 14.6 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREE EAST, 5.32 CHAINS TO THE CENTER OF ROAD; THE NORTH 48 DEGREES EAST, ALONG THE CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECT OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTEND SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR TI PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTER LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES O LOTS 14, 13, 12 , 11 1ND 10 IN GLEN OAK SUBDIVISION AND ALONG THE SOUTHEASTERLY LINE OF (AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN GLEN OAK SUBDIVISION; THENCE NO 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8, AND 7 IN SAID GLE OAK SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO CENTER LINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG TH CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING; EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OA SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTE AS MEASURED ALONG SAID CENTER LINE, OF GOLF AVENUE EXTENDED, ALSO EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES BY DOCUMENT R2014-115837, ALL IN DUPAGE COUNTY, ILLINOIS

DECLARATION EXHIBIT B
GLEN ESTATES
FINAL PLAT

P.I.N.: 05-12-315-008

Declaration Exhibit B

FINAL PLAT OF SUBDIVISION

GLEN ESTATES

PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, ILLINOIS 60137

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME, TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. I HEREBY DEDICATE, FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES; AND I HEREBY ALSO RESERVE FOR THAT COMPANY OR COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OR OTHER ENTITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH IS ATTACHED HERETO. THIS IS TO CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREIN AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT EACH OF THE SUBJECT LOTS LIE WHOLLY WITHIN SCHOOL DISTRICT 41, SCHOOL DISTRICT 87 AND DUPAGE COUNTY COMMUNITY COLLEGE DISTRICT 502.

_____
_____
_____
(OWNERS)

DATED THIS _____ DAY OF _____, A.D. 20 _____

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20____

_____
NOTARY PUBLIC

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE

COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

_____
COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

_____
VILLAGE COLLECTOR

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____

SIGNED _____
PRESIDENT

ATTEST _____
CLERK

I, _____ VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT

ITS MEETING HELD ON _____, A.D. 20____ IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

_____
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, 20____

SIGNED _____
CHAIRMAN

ATTEST _____
RECORDING SECRETARY

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS, DOMESTIC WATER AND SANITARY

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATORY DOCUMENTS PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, INSOFAR AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH.

I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS COVERING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER THE JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION.

I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

_____
VILLAGE ENGINEER

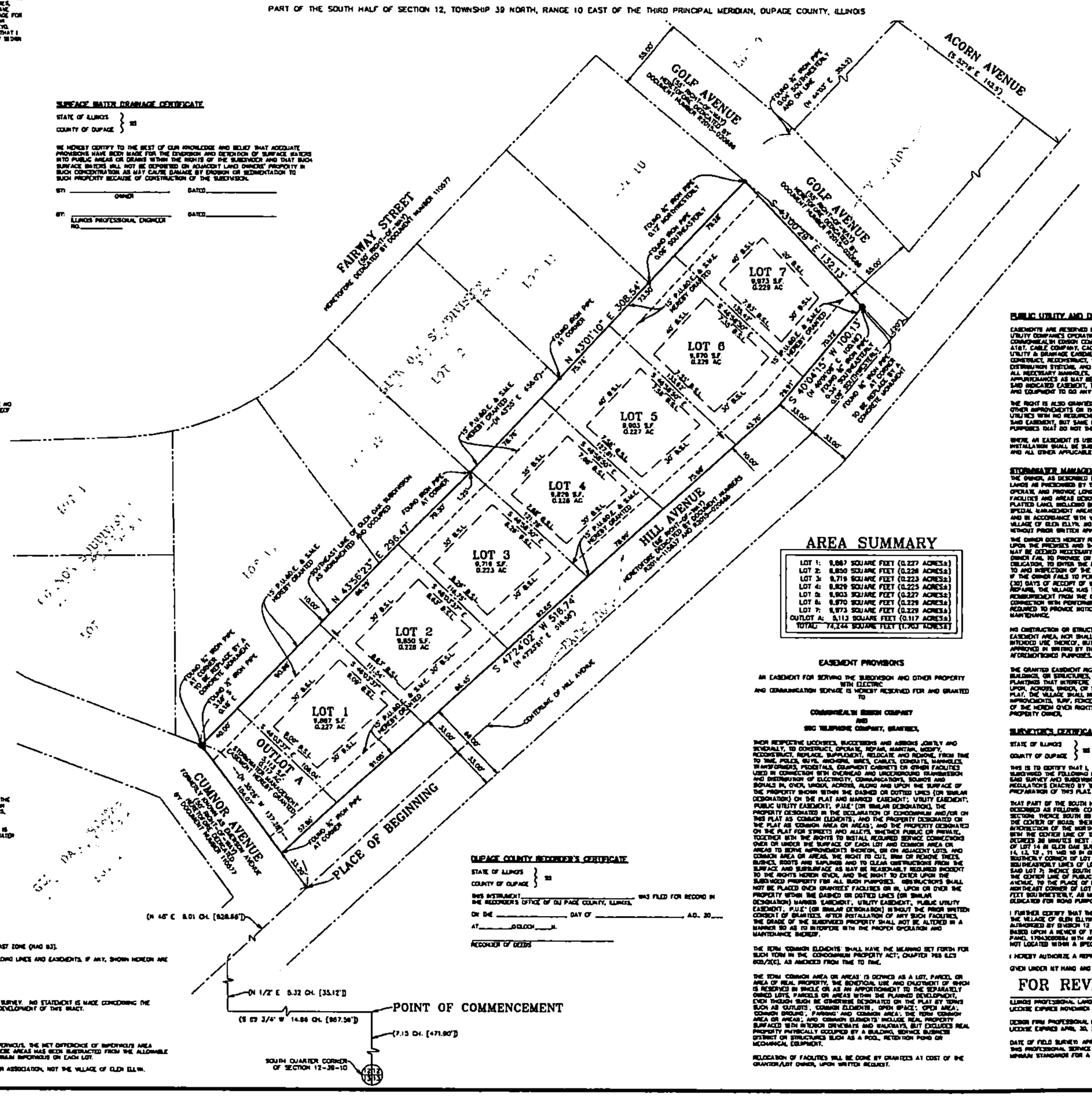
SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS' PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____ DATED _____
OWNER

BY: _____ DATED _____
ILLINOIS PROFESSIONAL ENGINEER NO. _____



LEGEND

- = EXISTING PROPERTY LINE
- = EXISTING LOT LINE
- = EXISTING EASEMENT LINE
- = EXISTING BUILDING LINE
- = EXISTING CONTOUR LINE
- = FOUND IRON PIPE OR ROD
- = CONCRETE MONUMENT

ABBREVIATIONS

A	ARC LENGTH
B.S.L.	BUILDING SETBACK LINE
CH	CHORD
DOC.	DOCUMENT
E	EAST
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
N	NORTH
P.U.&D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
R	RADIUS
R.O.W.	RIGHT OF WAY
S	SOUTH
S.M.E.	STORMWATER MANAGEMENT EASEMENT
W	WEST
(XXX.XX)	RECORD INFORMATION
[XXX.XX]	CALCULATED INFORMATION
XXX.XX	MEASURED INFORMATION

AREA SUMMARY

LOT 1:	9,867 SQUARE FEET	(0.227 ACRES±)
LOT 2:	9,850 SQUARE FEET	(0.226 ACRES±)
LOT 3:	9,716 SQUARE FEET	(0.223 ACRES±)
LOT 4:	9,829 SQUARE FEET	(0.225 ACRES±)
LOT 5:	9,903 SQUARE FEET	(0.227 ACRES±)
LOT 6:	9,870 SQUARE FEET	(0.229 ACRES±)
LOT 7:	9,973 SQUARE FEET	(0.229 ACRES±)
OUTLOT A:	5,113 SQUARE FEET	(0.117 ACRES±)
TOTAL:	74,144 SQUARE FEET	(1.702 ACRES±)

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
SBC TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED EASEMENT; "UTILITY EASEMENT; PUBLIC UTILITY EASEMENT; P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS COMMON ELEMENTS, AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS"; AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, ON ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED EASEMENT; UTILITY EASEMENT; PUBLIC UTILITY EASEMENT; P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS,

ON THE _____ DAY OF _____, A.D., 20____

AT _____ O'CLOCK ____ M.

_____
RECORDER OF DEEDS

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GLEN ELLYN ("VILLAGE") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, NICOR GAS COMPANY, WIDE OPEN WEST, ILLINOIS BELL TELEPHONE COMPANY DBA AT&T, CABLE COMPANY, COMCAST, AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL THE AREAS MARKED "PUBLIC UTILITY & DRAINAGE EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, SURVEY, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING WATER MAINS, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKMEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, PLANTS, FENCES PAVEMENT OR OTHER IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES WITH NO REIMBURSEMENT TO RESTORE BY THE VILLAGE. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED AT THE OWNER'S RISK FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

WHERE AN EASEMENT IS USED FOR BOTH VILLAGE MAINS AND SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES, CODE, AND REGULATIONS OF THE VILLAGE OF GLEN ELLYN AND ALL OTHER APPLICABLE LAWS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

THE OWNER, AS DESCRIBED IN THE OWNER'S CERTIFICATE, AND ITS SUCCESSORS AND ASSIGNS (THE "OWNER") OF THE LANDS AS PRESCRIBED BY THIS PLAT DOES HEREBY AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE, AND PROVIDE LONG-TERM MAINTENANCE (THE "MAINTENANCE OBLIGATIONS") FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS DESCRIBED HEREIN AND HEREIN IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT" WITHIN THE PLATTED LANDS, INCLUDING BUT NOT LIMITED TO PERMEABLE PAVEMENT, RETENTION PONDS, WETLANDS, FLOODPLAINS, SPECIAL MANAGEMENT AREAS, STORM SEWERS, DRAINAGE DITCHES AND SWALES, AS OUTLINED IN THE STORMWATER REPORT AND IN ACCORDANCE WITH VILLAGE OF GLEN ELLYN'S ORDINANCES AND THE FINAL ENGINEERING PLANS APPROVED BY THE VILLAGE OF GLEN ELLYN, NO CHANGE TO GRADE, TOPOGRAPHY, OR STORMWATER MANAGEMENT AREAS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE.

THE OWNER DOES HEREBY RESERVE FOR AND GRANT TO THE VILLAGE OF GLEN ELLYN, A PERMANENT EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING AFOREMENTIONED MAINTENANCE OBLIGATIONS SHOULD THE OWNER FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATION. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT AREAS. IF THE OWNER FAILS TO PERFORM ITS MAINTENANCE OBLIGATIONS WITH RESPECT TO SAID FACILITIES, AND AFTER THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE VILLAGE OF SAID FAILURE THE OWNER FAILS TO MAKE THE REQUIRED REPAIRS, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS AND TO SEEK REIMBURSEMENT FROM THE OWNER, AND/OR FILE A LIEN ON THE PROPERTY FOR THE COSTS INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE. IN AN EMERGENCY SITUATION, THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNER PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE.

NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED OVER SAID EASEMENT AREA, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT REASONABLY INTERFERE WITH THE VILLAGE'S INTENDED USE THEREOF, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF APPROVED IN WRITING BY THE VILLAGE OF GLEN ELLYN AND IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES.

THE GRANTED EASEMENT RIGHTS TO THE VILLAGE SHALL PROVIDE THE RIGHT IN THE VILLAGE TO REMOVE ANY FENCES, BUILDINGS, OR STRUCTURES, AND TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS, OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OR ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES IN, ON, UPON, ACROSS, ALONG, OR THROUGH ANY DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT WITHIN THIS PLAT. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, TURF, FENCES, ROOTS, GARDENS, SHRUBS, OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, TIMOTHY S. MARTINEK LICENSED ILLINOIS LAND SURVEYOR NO. 035-003792, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY, AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2.13 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST, 4.68 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREE EAST, 8.33 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST, ALONG THE CENTER OF ROAD, 6.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR THE PLACE OF BEGINNING; THENCE NORTH 30 DEGREES 28 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 50 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG THE SOUTHEASTERLY LINE OF GOLF AVENUE, 448.8 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN GLEN OAK SUBDIVISION; THENCE NORTH 44 DEGREES 50 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 8, 7, 6, AND 5 IN SAID GLEN OAK SUBDIVISION, 353.3 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE SOUTH 52 DEGREES 15 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE, 142.5 FEET TO THE CENTER LINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING. EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 14, IN GLEN OAK SUBDIVISION, AS A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 90.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE, OF GOLF AVENUE EXTENDED, ALSO EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES BY DOCUMENT R2004-113813, ALL IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODE, AS HEREINTOFORE AND HEREAFTER AMENDED AND THAT BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL 17043C0208H WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, IT IS MY OPINION THAT THE PROPERTY PLATTED HEREON IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003792
LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001198
LICENSE EXPIRES APRIL 30, 2021

DATE OF FIELD SURVEY: APRIL 15, 2020
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

TIMOTHY S. MARTINEK
3782
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WARRENVILLE, ILLINOIS

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83).
2. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
3. ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
5. SURSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. LOTS 1-7 IN GLEN ESTATES ARE ZONED R-2 SINGLE FAMILY RESIDENTIAL.
7. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.
8. THE DRIVEWAY APRONS AND SIDEWALK WITHIN THE SUBJECT PROPERTY ACCUMULATE TO 8,216 S.F. OF IMPERVIOUS. THE NET DIFFERENCE OF IMPERVIOUS AREA BETWEEN THE EXISTING AND PROPOSED ROADWAY RESULTS IN AN INCREASE OF 1,640 SQUARE FEET. THESE AREAS HAS BEEN SUBTRACTED FROM THE ALLOWABLE 33,000 S.F. LEAVING 17,244 S.F. FOR THE 7 LOTS, RESULTING IN AN ALLOWABLE 2,463 SQUARE FEET MAXIMUM IMPERVIOUS ON EACH LOT.
9. STORM SEWERS ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNER ASSOCIATION, NOT THE VILLAGE OF GLEN ELLYN.

SCALE: 1"=40'
DATE: 02-23-21
JOB NO: 130106
SHEET 1 OF 1

TITLE: FINAL PLAT OF SUBDIVISION GLEN ESTATES GLEN ELLYN, ILLINOIS

PREPARED FOR: PATRICK J. MURPHY BUILDERS

ENGINEERING RESOURCE ASSOCIATES
35701 W. WEST AVENUE, SUITE 150 WARRENVILLE, ILLINOIS 60555 PHONE (630) 393-3060 FAX (630) 393-2152
10 S. RIVERSIDE PLAZA, SUITE 875 CHICAGO, ILLINOIS 60606 PHONE (312) 474-7841 FAX (312) 474-6099
2416 GALEN DRIVE CHAMPAIGN, ILLINOIS 61821 PHONE (217) 355-6268 FAX (217) 355-1902

DRAWN BY: CHB
CHECKED BY: TSM
APPROVED BY: TSM

ENGINEERING
RESOURCE ASSOCIATES

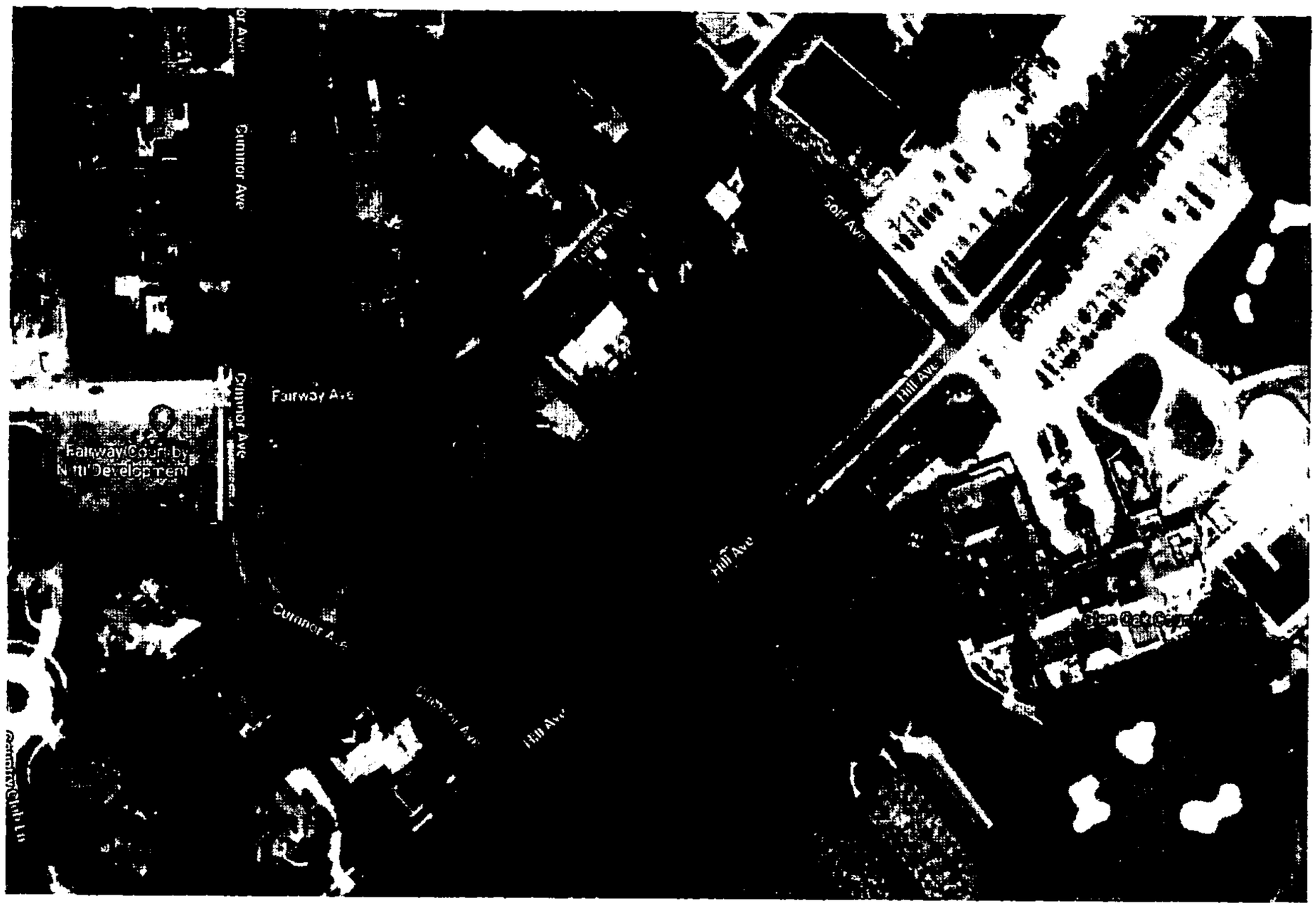


Image by Google maps

Stormwater Report

ERA Project #150106

Prepared for:

Patrick J. Murphy

Revised Submittal – June 14, 2021
Revised Submittal – April 26, 2021
Original Submittal – April 30, 2020

7-Lot Subdivision
Glen Ellyn, Illinois

June 14, 2021

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Subject: 7-Lot Subdivision

To whom it may Concern:

ERA is pleased to submit this report for the civil site design of Glen Estates, a 7-lot residential subdivision within the city limits of Glen Ellyn. Enclosed you will find calculations, plans, exhibits and a narrative describing the proposed work for this project.

All work has been completed by me or someone directly under my supervision, and this sheet signed and sealed will encompass all documents pertaining to the stormwater report.

I appreciate the opportunity for your review of this project.

Sincerely,

Nicholas A. Varchetto, P.E.
Project Manager

Expires: November 30, 2021

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- Tab 1: Project Narrative
- Tab 2: Floodplain Submittal
- Tab 3: Wetland and Buffer Submittal
- Tab 4: Exhibits
- Tab 5: Maintenance Plan Schedule

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- Exhibit 1 - Project Location Map
- Exhibit 2 - National Wetlands Inventory Map
- Exhibit 3 – Kane County ADID Map
- Exhibit 4 – Aerial Map
- Exhibit 5 – NRCS Soil Survey Map
- Exhibit 6 – Flood Insurance Rate Map
- Exhibit 7 – Tree Quality Survey
- Exhibit 8 – Catchment Area
- Exhibit 9-22 – Sight Distances

Hydrology & Hydraulic Calculations
- Storm Sewer Calculations
- HGL Calculations
- Inlet Spacing Calculations
- Swale Calculations
- Cross Section Calculations
- BMP Stage Storage
- BMP Release Rate & Dewatering Time
- Overflow Weir Calculation
- Overflow Grate Calculation

Attachments
- Soil Survey Data
- Soil Boring Report
- EPA SWMM Input File
- Engineering Opinion of Probable Costs (EOPC)

TAB 1

STORMWATER REPORT

Glen Estates Subdivision
Single Family Residence Development
Hill Avenue
Glen Ellyn, IL

PROJECT SUMMARY

The project site is currently a vacant wooded parcel. The parcel is located north of Hill Avenue directly across from the Glen Oak Country Club. The subject property is bounded by Hill Avenue on the south and single-family residences on the east. (See Location Map) The subject property has a total area of 1.703 acres and is zoned R-2. The owner is proposing a 7-unit residential subdivision with main access along Hill Avenue and a single driveway access along Golf Rd.

As part of the project Hill Avenue is to be reprofiled so that it meets IDOT requirements for vertical curves. Hill Avenue is also to be slightly realigned to create a smoother transition between the cross streets of Cumnor and Golf. Portions of the intersections of Cumnor and Golf are to be resurfaced and curb & gutter, and sidewalk installed where indicated on the plans.

EXISTING CONDITIONS

The project site has a total of 1.70 acres. The parcel is vacant woodland with large variation in elevation and slope that drops rapidly to southwest. The water on the site falls from a northeast to southwest.

Hill Avenue currently does not meet IDOT stopping sight distances for vertical curves, and the locations where Cumnor and Golf intersect with Hill Avenue are not centered within platted ROW lines.

The soils are characterized as having a slow infiltration rate. For the NRCS Runoff Curve Number calculation, Hydrologic Group C was used typically throughout the project. (see included Web Soil Survey)

No floodplain, wetlands or wetland buffers are present within the parcel.

PROPOSED CONDITIONS

The proposed 7 residential lots range in size from 9,719 SQ.FT. to 9,973 SQ.FT. The total public improvements on the parcel totals 6,216 square feet and this includes public sidewalks and driveway aprons between the sidewalk and the roadway. The lots shall be plat restricted to allow only 2,683 square feet of additional impervious area. If every lot constructs the maximum 2,463 square feet of private impervious improvements and is added to the required public improvements this would result in a total site impervious of 24,997 square feet, remaining below the 25,000 square feet threshold.

The lot coverage ratio is locked at 23% for each lot. Each home shall be custom designed and architectural design floor plans, number of bedrooms, etc. shall vary for each lot based upon future property owner. The lots are setback a minimum of 30.0' from the public right of way and have a minimum side yard setback of 7.2' which is 10% of the lot width.

In the proposed condition a storm sewer network running along Hill Avenue shall be installed along with several branches extending between the lots to collect runoff from the rear yards. A BMP storage basin shall be installed at the far south west of the property, within an outlot. The storm sewer will then pick the stormwater up on the south of the basin and connect back into the stormsewer system that continues along Hill Avenue.

As part of the development Hill Avenue shall be reprofiled and completely reconstructed with curb and gutter to meet IDOT standards for stopping sight distances. Along with Hill Avenue, the public right of way along the parcel in question shall be recontoured and a sidewalk installed. Both intersections and partial roadways of Golf and Cumnor Avenue are to be reconstructed and realigned as necessary to the appropriate location within the ROW limits along the bounds of the subject parcel.

A sanitary main is required to allow sanitary service to each of the proposed lots. The sanitary main shall be an extension of the main that is located at the corner of Cumnor and Hill Avenue. The newly constructed main shall jog slightly to the north so that it can run within the public parkway adjacent to the proposed sidewalk along Hill Avenue.

A BMP storage basin shall be installed on the downstream end of the property, in Outlot 8. The maximum allowable impervious area on the parcel is 25,000 square feet. Using DuPage County BMP requirements of 1.25" or storage per square foot of impervious this results in a required storage volume of 2,604.16 cubic feet. The BMP storage basin utilizes surface storage. Since the storage basin needs to capture all runoff from proposed driveways, the only way to capture this storage is by connecting the roadway culverts directly into basin. This will cause the basin to overtop regularly during larger storm events. A large overflow weir has been installed on the south side of the basin to allow excess runoff to return to the roadway and the existing storm sewer network.

Since the property has a shallow seasonably high ground water table, it is unlikely that the BMP basin will dewater through infiltration alone. The basin shall instead dewater through a restricted 12" manhole between 48 – 72 hrs and shall be planted fully with native vegetation. A calculation of the resistor sizing and dewatering time has been included within the report.

A preliminary and final subdivision approval is being requested at this time.

An attached BMP storage calculation sheet has been included within the report.

Elevation (ft)	Area (ft²)	Area (ac)	Average Area (ac)	Incremental Storage (ac-ft)	Cumulative Storage (ac-ft)
698.20	400	0.009			0.000
			0.012	0.009	
699.00	624	0.014			0.009
			0.017	0.008	
699.50	854	0.020			0.018
			0.022	0.011	
700.00	1,084	0.025			0.029
			0.028	0.014	
700.50	1,349	0.031			0.043
			0.034	0.017	
701.00	1,614	0.037			0.060

CONCLUSION

In the existing condition the site was vacant land that was heavily vegetated. Stormwater was not controlled and fully released from the site. In the proposed conditions all water that falls within the limits of the development shall be directed into appropriate storm sewer networks and volumetric control for the additional impervious areas shall be provided. The impervious areas shall be restricted on the site to remove the need for a detention facility. All DuPage County and Glen Ellyn standards shall be met.

TAB 2

FLOODPLAIN SUBMITTAL

The Regulatory Flood Map (RFM) number 17043C0503H for DuPage County, Illinois and Incorporated Areas shows that there is no regulatory floodplain or floodway on the site. Please see Exhibit 6 for the FEMA FIRM Panel Map.

TAB 3

WETLAND AND BUFFER SUBMITTAL

No wetlands or buffers exist on the property or within the immediate vicinity. See Exhibit 2.

TAB 4

Exhibits

EXHIBIT 1 – Location Map

EXHIBIT 2 – National Wetlands Inventory Map

EXHIBIT 3 – Aerial Map

EXHIBIT 4 – NRCS Soil Survey Map

EXHIBIT 5 – DuPage County Topography Map

EXHIBIT 6 – USGS Topographic Map

EXHIBIT 7 – Tree Quality Survey

EXHIBIT 8 – Catchment Area

EXHIBIT 9 - 22 – Sight Distances

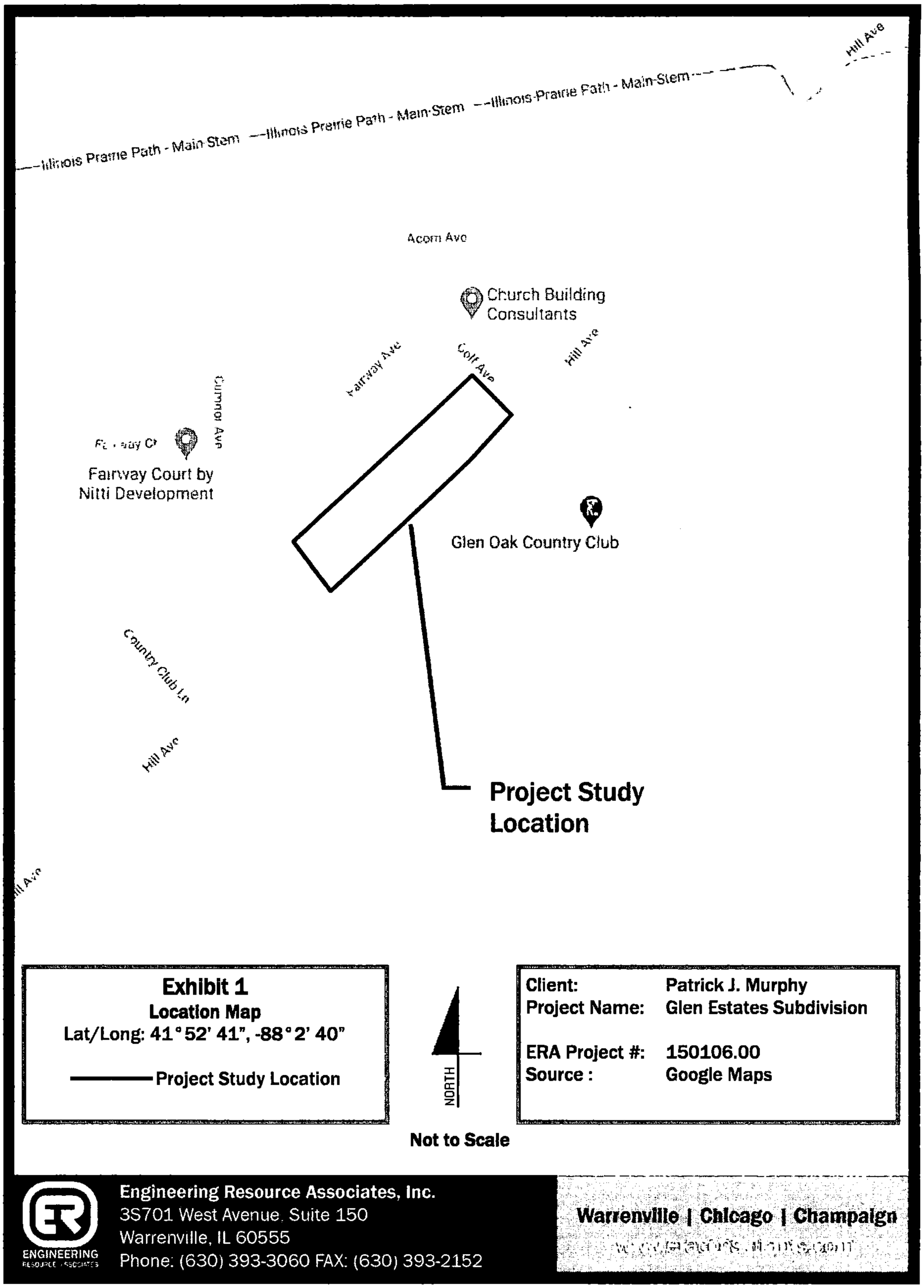


Exhibit 1
Location Map
Lat/Long: 41°52' 41", -88°2' 40"

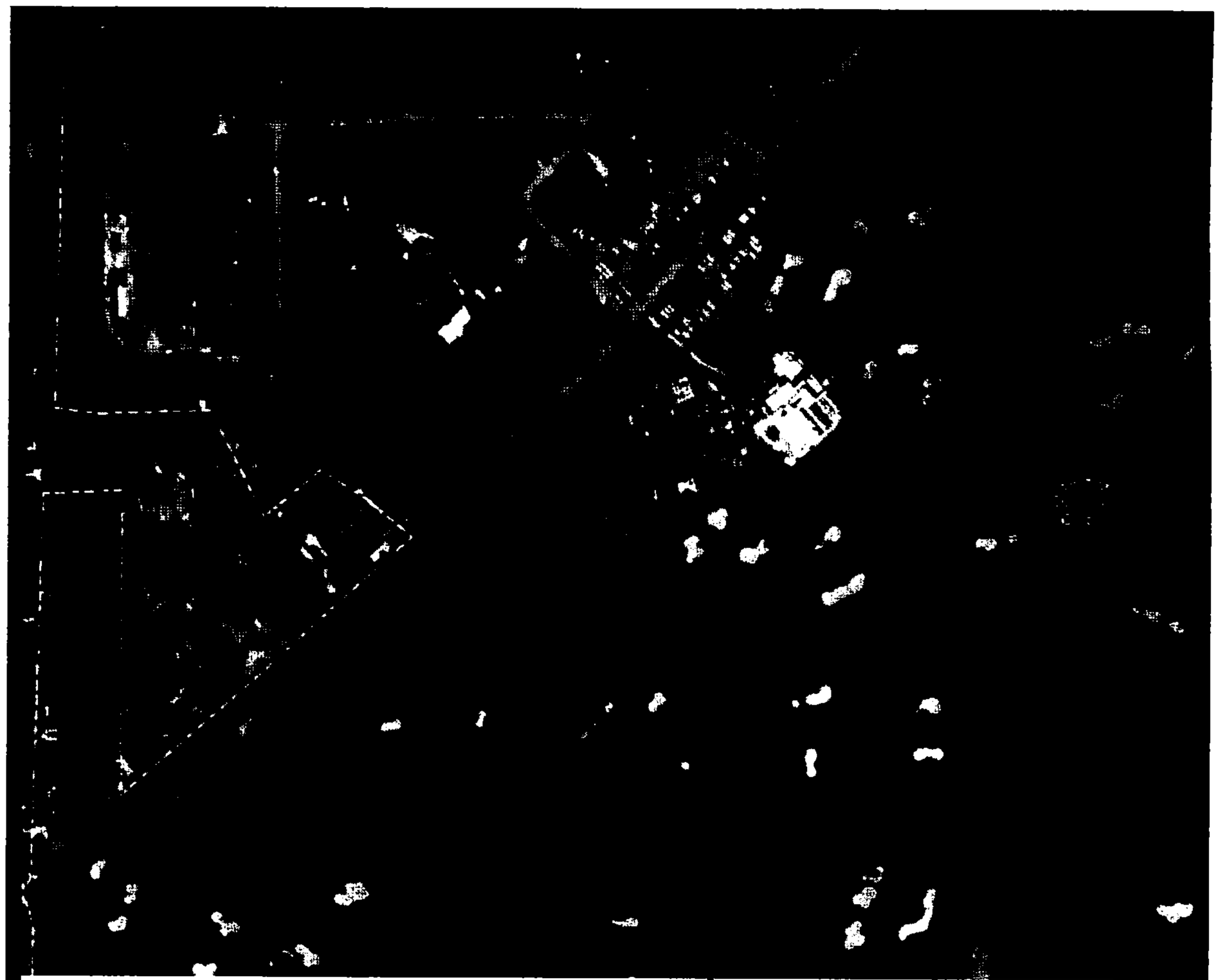
Project Study Location

Not to Scale

Client:	**Patrick J. Murphy**
Project Name:	**Glen Estates Subdivision**
ERA Project #:	**150106.00**
Source :	**Google Maps**

ENGINEERING RESOURCE ASSOCIATES
Engineering Resource Associates, Inc.
3S701 West Avenue, Suite 150
Warrenville, IL 60555
Phone: (630) 393-3060 FAX: (630) 393-2152

Warrenville | Chicago | Champaign



Project Study Location

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

EXHIBIT 2
National Wetland Inventory Map
Lat/Long: 41°52' 41", -88°2' 40"

Project Study Location

NORTH

Client:	Patrick J. Murphy
Project Name:	Glen Estates Subdivision
ERA Project #:	150106.00
Source :	USFWS

Not to Scale

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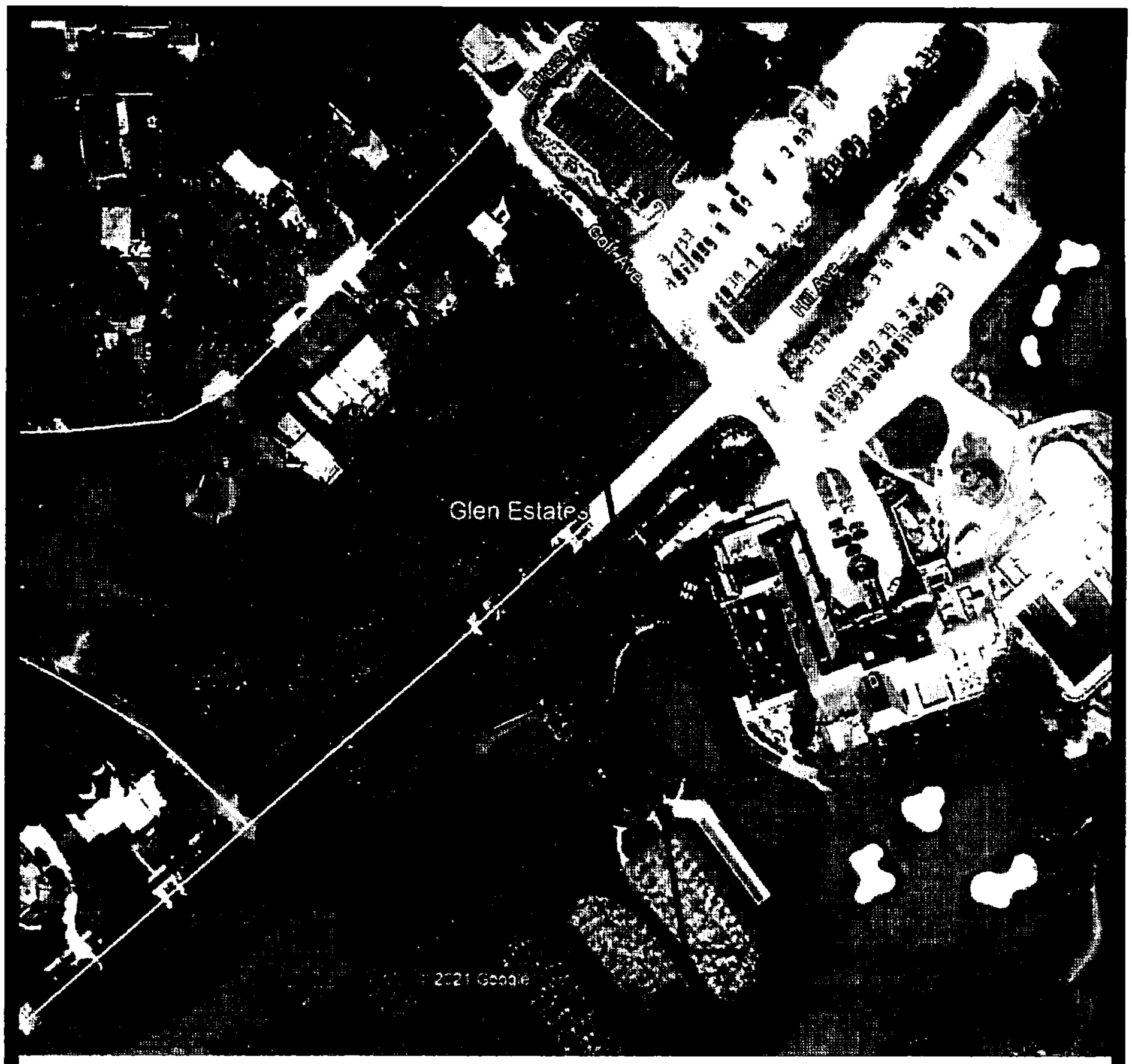

EXHIBIT 3
Aerial
Lat/Long: 41°52' 41", -88°2' 40"

Project Study Location

NORTH

Client:	**Patrick J. Murphy**
Project Name:	**Glen Estates Subdivision**
ERA Project #:	**150106.00**
Source :	**Google Earth**

Not to Scale

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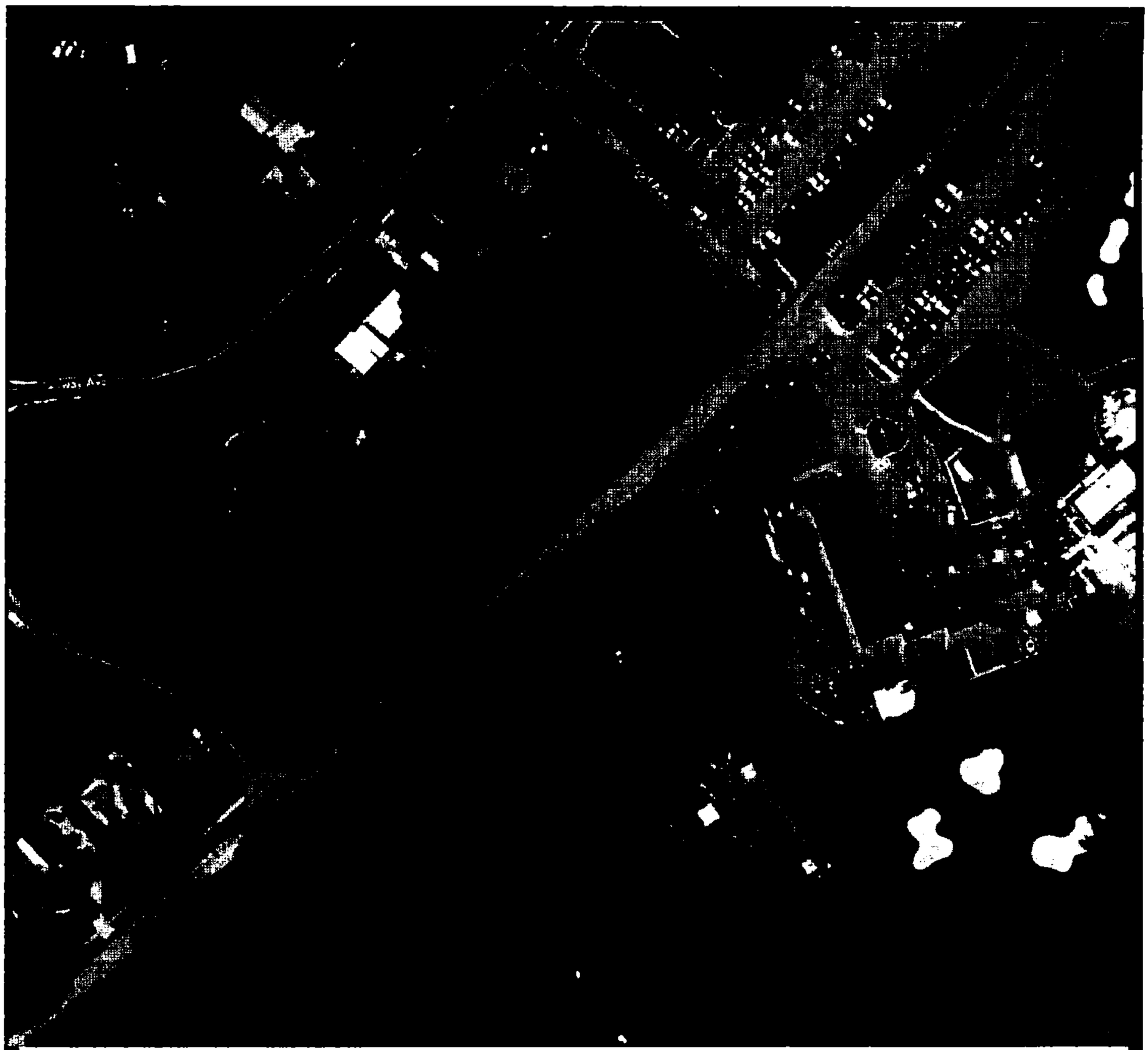

EXHIBIT 4
NRCS Soils Map
Lat/Long: 41°52' 41", -88°2' 40"

Project Study Location

NORTH

Client:	**Patrick J. Murphy**
Project Name:	**Glen Estates Subdivision**
ERA Project #:	**150106.00**
Source :	**USDA**

Not to Scale

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Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
232A	Ashkum silty clay loam, 0 to 2 percent slopes	0.2	6.3%
298B	Beecher silt loam, 2 to 4 percent slopes	1.3	44.9%
530C2	Ozaukee silt loam, 4 to 6 percent slopes, eroded	1.4	48.8%
541B	Graymont silt loam, 2 to 5 percent slopes	0.0	0.1%
Totals for Area of Interest		**2.8**	**100.0%**

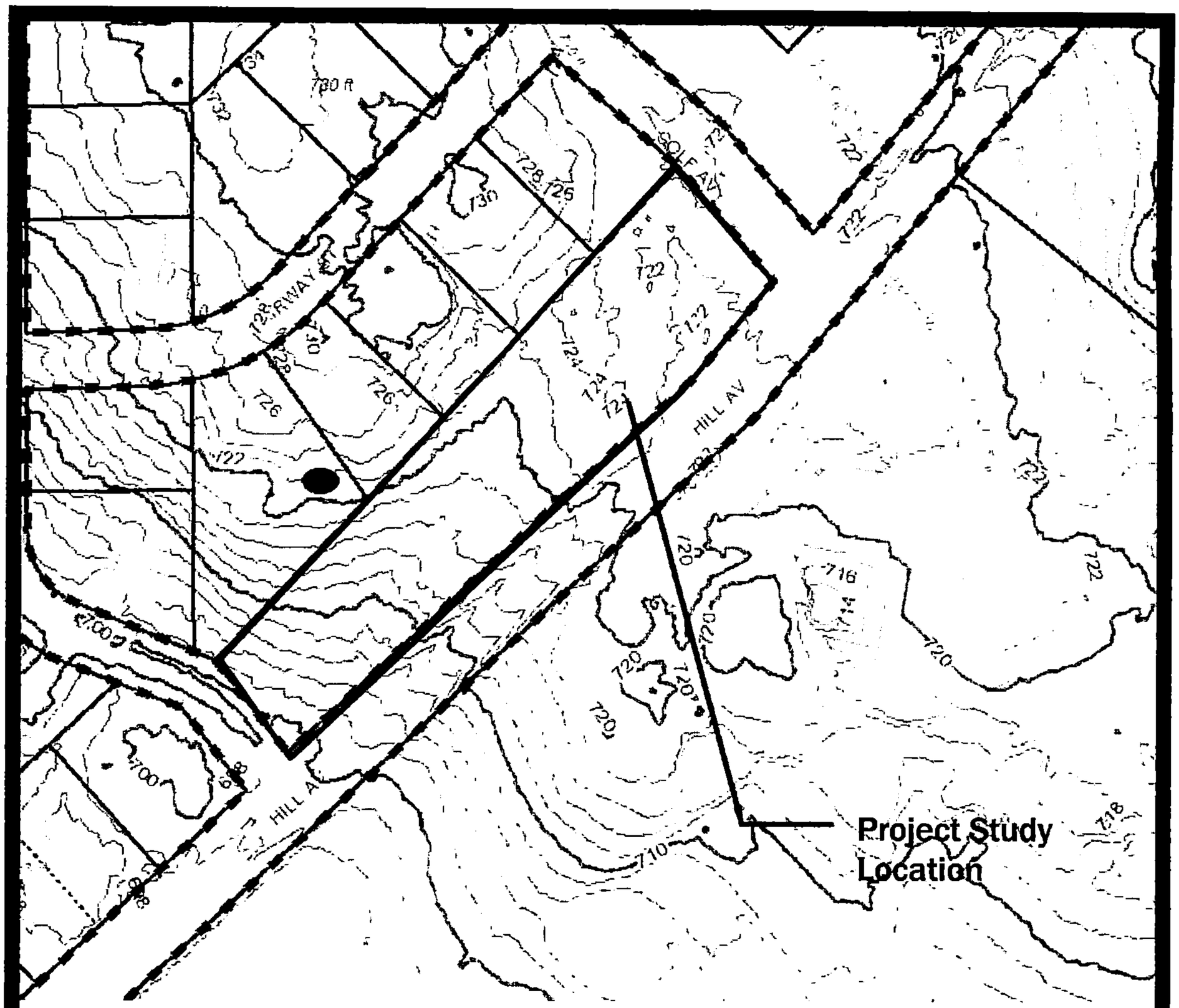

EXHIBIT 5
Topographic Map
Lat/Long: 41°52' 41", -88°2' 40"

Project Study Location

NORTH

Client:	**Patrick J. Murphy**
Project Name:	**Glen Estates Subdivision**
ERA Project #:	**150106.00**
Source :	**DuPage County GIS**

Not to Scale

ENGINEERING
Engineering Resource Associates, Inc.
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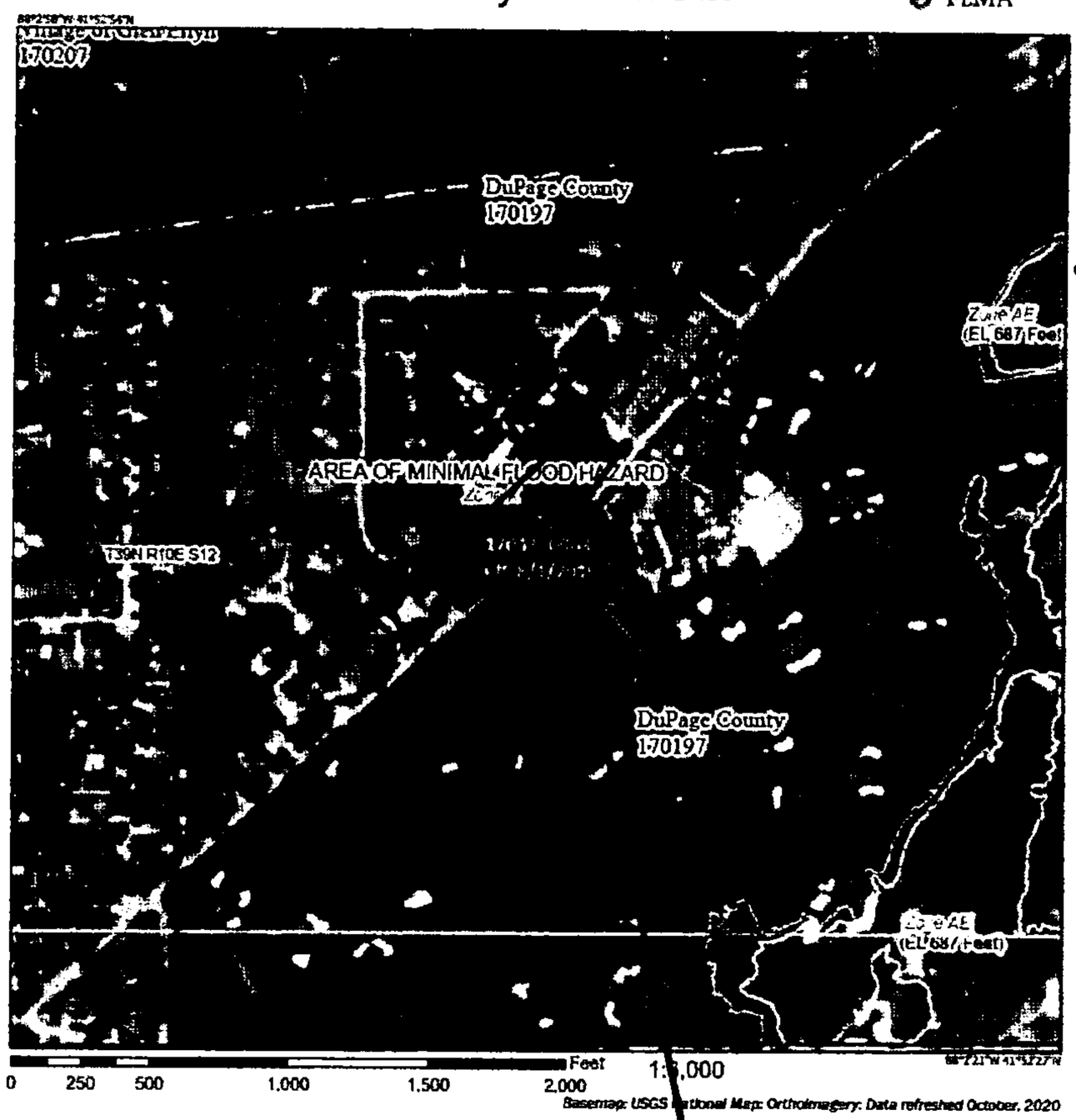
National Flood Hazard Layer FIRMette

FEMA



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE)
- With BFE or Depth
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Flood Risk due to Levee. See Notes.
- Area with Flood Risk due to Levee

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard
- Effective LOMRs
- Area of Undetermined Flood Hazard

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/17/2021 at 4:20 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Project Study Location

EXHIBIT 6
Flood Insurance Rate Map
Lat/Long: 41°52' 41", -88°2' 40"

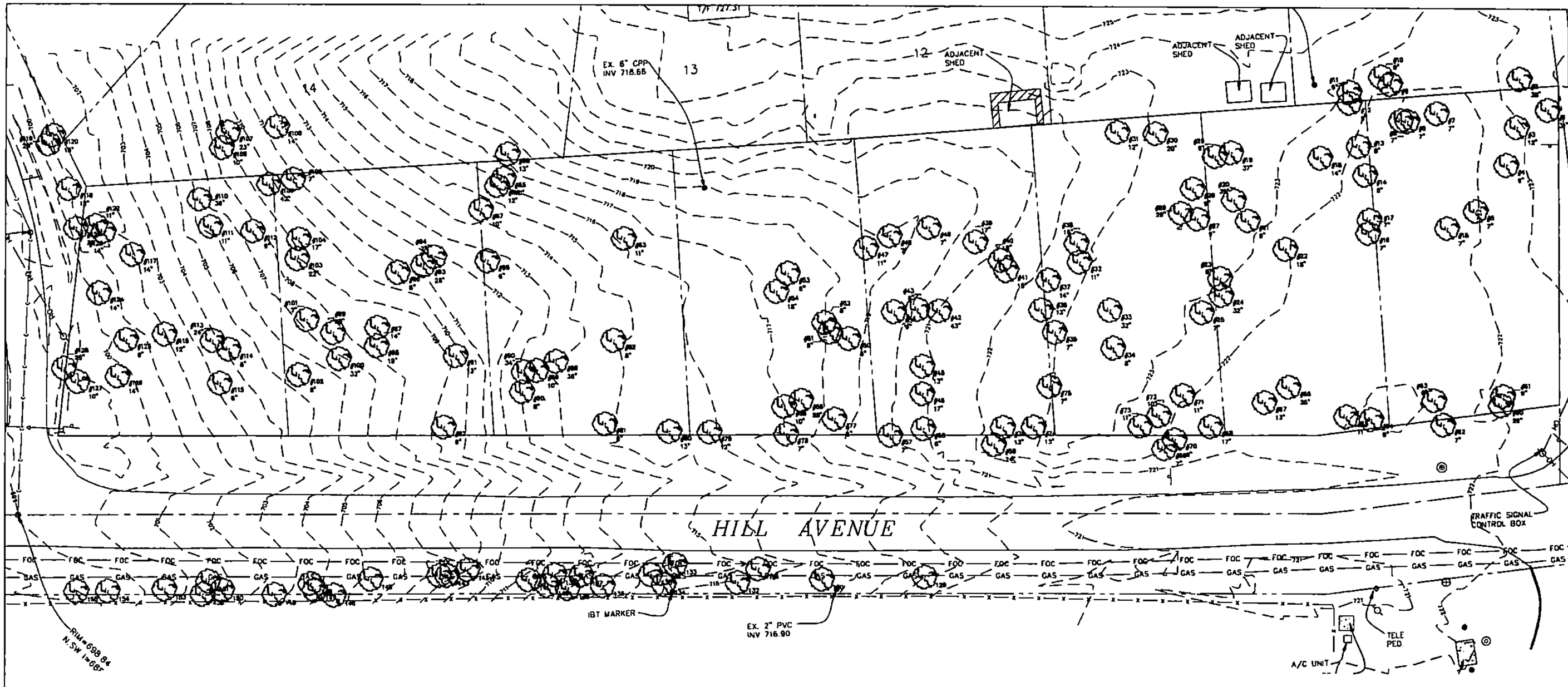
Project Study Location

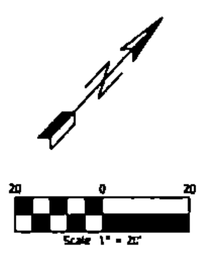
NORTH

Client:	Patrick J. Murphy
Project Name:	Glen Estates Subdivision
ERA Project #:	150106.00
Source :	FEMA Map Service Center

Not to Scale

ENGINEERING RESOURCE ASSOCIATES
Engineering Resource Associates, Inc.
3S701 West Avenue, Suite 150
Warrenville, IL 60555
Phone: (630) 393-3060 FAX: (630) 393-2152
Warrenville | Chicago | Champaign





SITE BENCHMARK #1:
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY SIDE OF HILL AVENUE APPROX. 70 FEET EASTERLY OF PROJECT SITE

ELEV: 724.090 (NAVD 88)

SITE BENCHMARK #2:
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY SIDE OF HILL AVENUE APPROX. 64 FEET WESTERLY OF PROJECT SITE

ELEV: 700.532 (NAVD 88)

Glen Estates Tree Inventory

Tree #	Species	Size (DBH)	Condition
1	Quercus rubra	31	Poor
2	Quercus rubra	38	Good
3	Acer saccharum	17	Good
4	Fraxinus sp	9	Dead
5	Populus alba	7	Good
6	Populus alba	7	Good
7	Populus alba	7	Good
8	Populus alba	7	Good
9	Ulmus rubra	7	Good
10	Ulmus rubra	9	Good
11	Ulmus americana	9	Poor
12	Quercus rubra	9	Good
13	Populus alba	8	Good
14	Populus alba	8	Good
15	Populus alba	7	Good
16	Populus alba	7	Good
17	Populus alba	7	Good
18	Carya ovata	14	Good
19	Quercus rubra	37	Good
20	Quercus rubra	35	Fair
21	Prunus serotina	9	Good
22	Carya ovata	18	Good
23	Prunus serotina	9	Good
24	Quercus rubra	32	Poor
25	Prunus serotina	9	Good
26	Quercus rubra	28	Good
27	Acer saccharum	9	Good
28	Acer saccharum	8	Good
29	Quercus rubra	9	Poor
30	Quercus rubra	20	Fair

Glen Estates Tree Inventory

Tree #	Species	Size (DBH)	Condition
31	Quercus rubra	12	Poor
32	Prunus serotina	11	Poor
33	Quercus rubra	32	Good
34	Fraxinus sp	8	Dead
35	Quercus palustris	7	Good
36	Populus alba	13	Good
37	Prunus serotina	14	Poor
38	Acer saccharum	18	Good
39	Prunus serotina	17	Poor
40	Quercus rubra	18	Good
41	Quercus rubra	15	Good
42	Quercus rubra	43	Good
43	Celtis occidentalis	6	Good
44	Celtis occidentalis	9	Good
45	Quercus rubra	33	Poor
46	Quercus rubra	17	Good
47	Quercus rubra	11	Good
48	Celtis occidentalis	7	Good
49	Acer saccharum	7	Poor
50	Prunus serotina	8	Poor
51	Celtis occidentalis	9	Good
52	Celtis occidentalis	8	Poor
53	Quercus rubra	6	Good
54	Quercus rubra	19	Poor
55	Ulmus americana	10	Poor
56	Quercus alba	28	Poor
57	Acer saccharum	7	Good
58	Acer rubrum	6	Good
59	Quercus rubra	24	Poor
60	Quercus rubra	29	Good

Glen Estates Tree Inventory

Tree #	Species	Size (DBH)	Condition
61	Quercus rubra	9	Poor
62	Quercus rubra	7	Good
63	Quercus rubra	8	Good
64	Fraxinus sp.	9	Dead
65	Ulmus americana	11	Good
66	Quercus macrocarpa	35	Good
67	Carya ovata	13	Good
68	Quercus rubra	17	Good
69	Populus deltoides	7	Good
70	Populus deltoides	8	Good
71	Acer saccharum	11	Good
72	Acer saccharum	10	Good
73	Prunus serotina	11	Good
74	Tilia americana	13	Good
75	Quercus rubra	7	Good
76	Quercus alba	13	Good
77	Ulmus americana	6	Good
78	Prunus serotina	7	Good
79	Ulmus americana	12	Good
80	Acer saccharum	13	Good
81	Carya ovata	8	Good
82	Crataegus/Prunus	8	Poor
83	Celtis occidentalis	11	Good
84	Prunus serotina	12	Good
85	Prunus serotina	10	Poor
86	Ulmus americana	13	Poor
87	Acer negundo	10	Poor
88	Quercus rubra	36	Fair
89	Quercus rubra	10	Poor
90	Quercus alba	34	Good

Glen Estates Tree Inventory

Tree #	Species	Size (DBH)	Condition
91	Ulmus americana	13	Good
92	Ulmus americana	9	Good
93	Quercus alba	28	Poor
94	Celtis occidentalis	7	Good
95	Celtis occidentalis	6	Good
96	Carya ovata	8	Good
97	Quercus rubra	14	Good
98	Quercus rubra	19	Good
99	Quercus alba	28	Good
100	Quercus alba	32	Good
101	Quercus alba	7	Poor
102	Acer saccharum	8	Good
103	Quercus alba	22	Good
104	Quercus alba	14	Good
105	Acer saccharum	7	Good
106	Acer negundo	14	Fair
107	Acer negundo	23	Fair
108	Acer negundo	10	Fair
109	Quercus alba	42	Fair
110	Quercus alba	39	Fair
111	Ulmus americana	11	Good
112	Ulmus americana	9	Poor
113	Quercus rubra	21	Good
114	Acer negundo	8	Poor
115	Acer saccharum	6	Poor
116	Acer saccharum	12	Good
117	Ulmus americana	14	Poor
118	Tilia americana	4 x 12	Poor
119	Tilia americana	20	Poor
120	Acer saccharum	13	Good

Glen Estates Tree Inventory

Tree #	Species	Size (DBH)	Condition
121	Quercus alba	26	Good
122	Fraxinus sp	11	Dead
123	Ulmus americana	14	Good
124	Celtis occidentalis	14	Good
125	Celtis occidentalis	8	Good
126	Acer saccharum	14	Good
127	Celtis occidentalis	10	Poor
128	Quercus alba	25	Good
129	Acer Sp.	23	Poor
130	Ulmus pumila	3x 26	Fair
131	Carya ovata	9	Good
132	Tilia americana	8	Good
133	Morus alba	22	Fair
134	Prunus serotina	10	Good
135	Ulmus americana	10	Fair
136	Morus alba	20	Good
137	Ulmus americana	12	Fair
138	Acer negundo	14	Poor
139	Morus alba	25	Poor
140	Quercus rubra	34	Fair
141	Ulmus pumila	17	Fair
142	Morus alba	28	Fair
143	Ulmus americana	11	Good
144	Quercus rubra	21	Fair
145	Quercus rubra	12	Good
146	Prunus serotina	14	Good
147	Morus alba	14	Good
148	Quercus rubra	39	Good
149	Tilia americana	11	Good
150	Quercus alba	25	Fair
151	Acer sp	7	Good
152	Ulmus americana	20	Good
153	Celtis occidentalis	10	Good
154	Tilia americana	16	Poor
155	Acer sp	10	Fair

ENGINEERING RESOURCE ASSOCIATES
3250 WEST VIA LAS, SUITE 109
VISALIA, CALIFORNIA 93291
PHONE: (559) 292-3060
FAX: (559) 732-7152
www.engineeringresource.com

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT: 150106

DATE	DESCRIPTION
07-26-2021	REVISION #3
12-16-2020	REVISION #2
05-13-2021	REVISION #1
04-30-2020	PERMIT SUBMITTAL

DATE	04.30.2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	NBW

TREE QUALITY SURVEY

EX-7
SHEET

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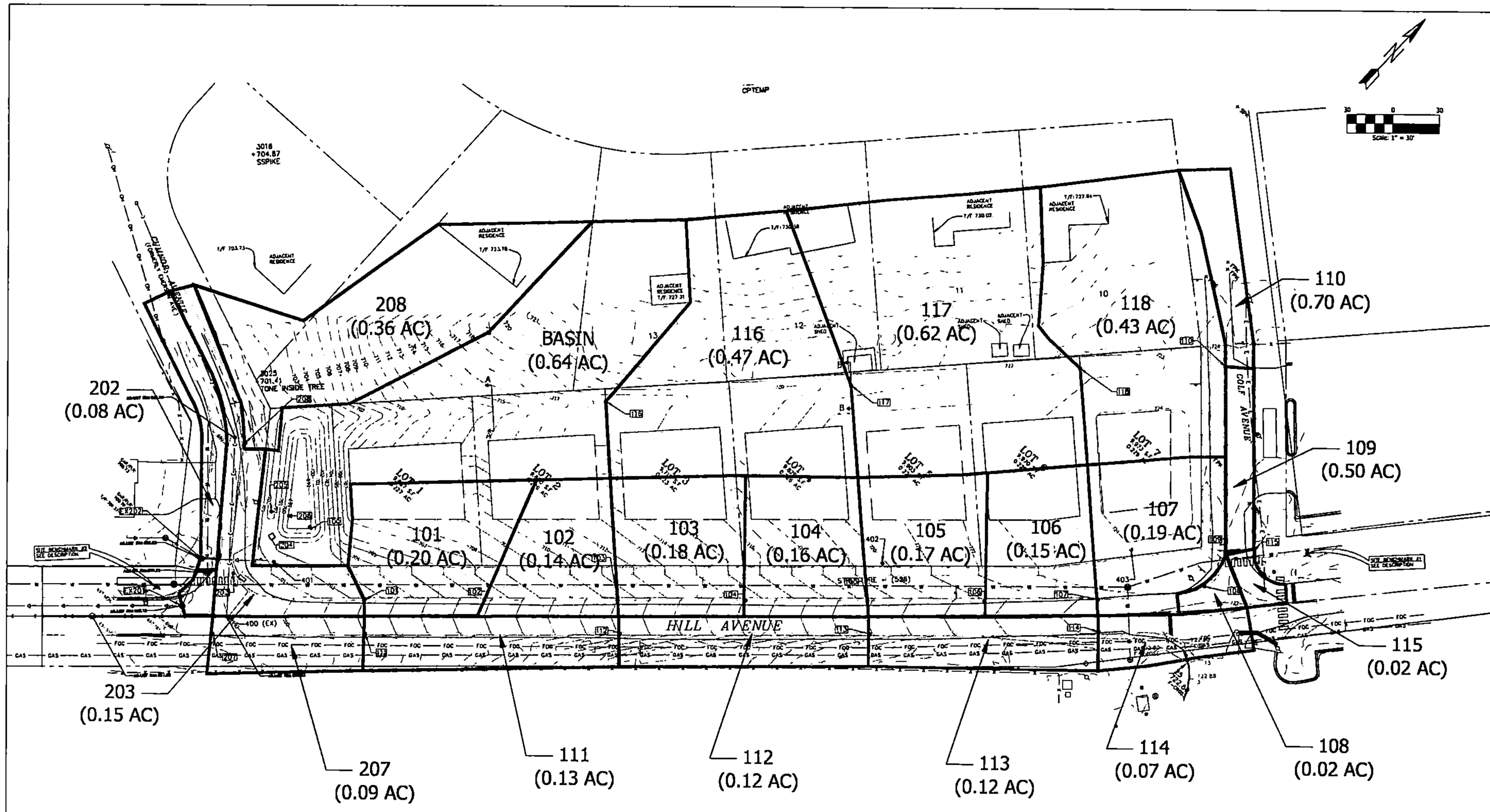


*REAR YARD SWALE (CROSS SECTION A-A) ACCOUNTS FOR FLOW FROM AREAS "BASIN", "116", "117", & "118"

*REAR YARD SWALE (CROSS SECTION A-A) TRIBUTARY AREA = 2.16 ACRES

*FLOW TRIBUTARY TO REAR YARD SWALE (CROSS SECTION A-A) USING RATIONAL METHOD Q = CIA = 0.60 * 12.36 IN/HR * 2.16 AC = 16.02 CFS

**REAR YARD SWALE (CROSS SECTION B-B) ACCOUNTS FOR FLOW FROM AREAS "117" & "118".

**REAR YARD SWALE (CROSS SECTION B-B) TRIBUTARY AREA = 1.13 ACRES

**FLOW TRIBUTARY TO REAR YARD SWALE (CROSS SECTION B-B) USING RATIONAL METHOD Q = CIA = 0.60 * 12.36 IN/HR * 1.13 AC = 8.38 CFS

ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES

HILL AVENUE GLEN ELLYN

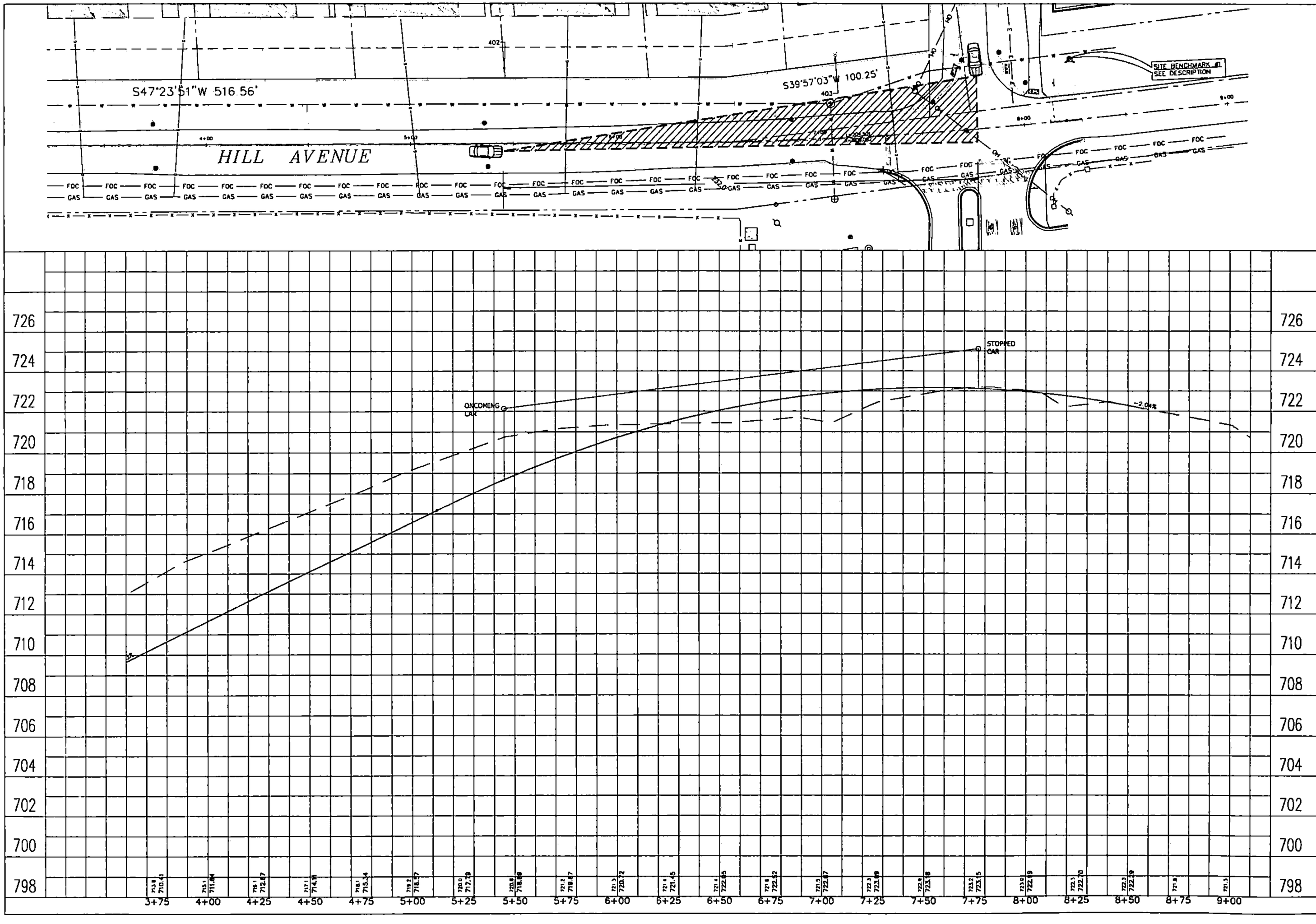
PROJECT 150106

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	RAW

DESCRIPTION:
06-16-2021 PERMIT REVISION #1
06-30-2021 PERMIT SUBMITTAL

CATCHMENT & TRIBUTARY AREA EXHIBIT

EX. 8
SHEET



ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	
02-25-2021 REVISION #3	
12-16-2020 REVISION #2	
06-10-2020 REVISION #1	
04-30-2020 PERMIT SUBMITTAL	
DESCRIPTION	

DATE	04-20-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	NAV

NORTH SIGHTLINE EXHIBIT

EX9
SHEET

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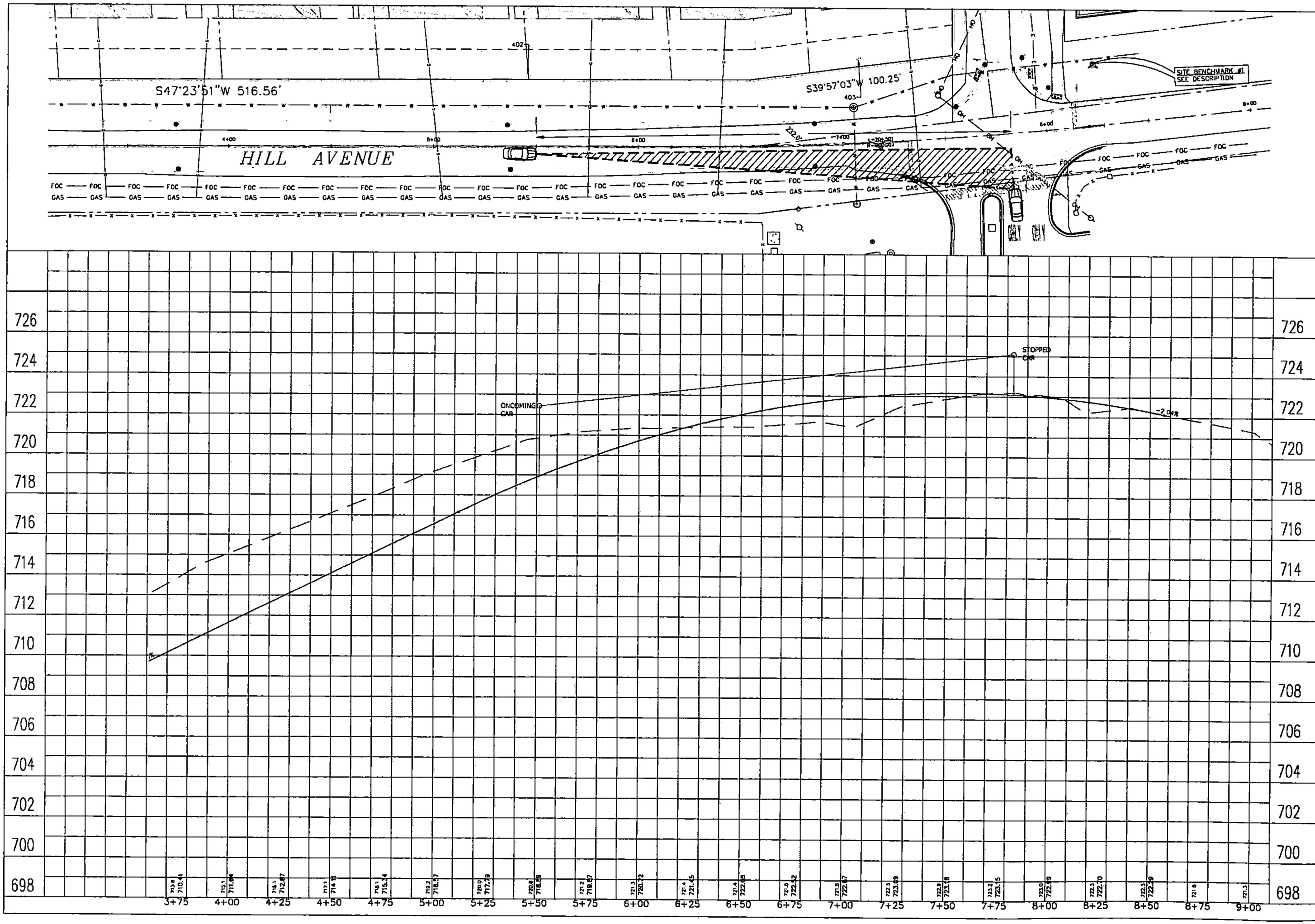


ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

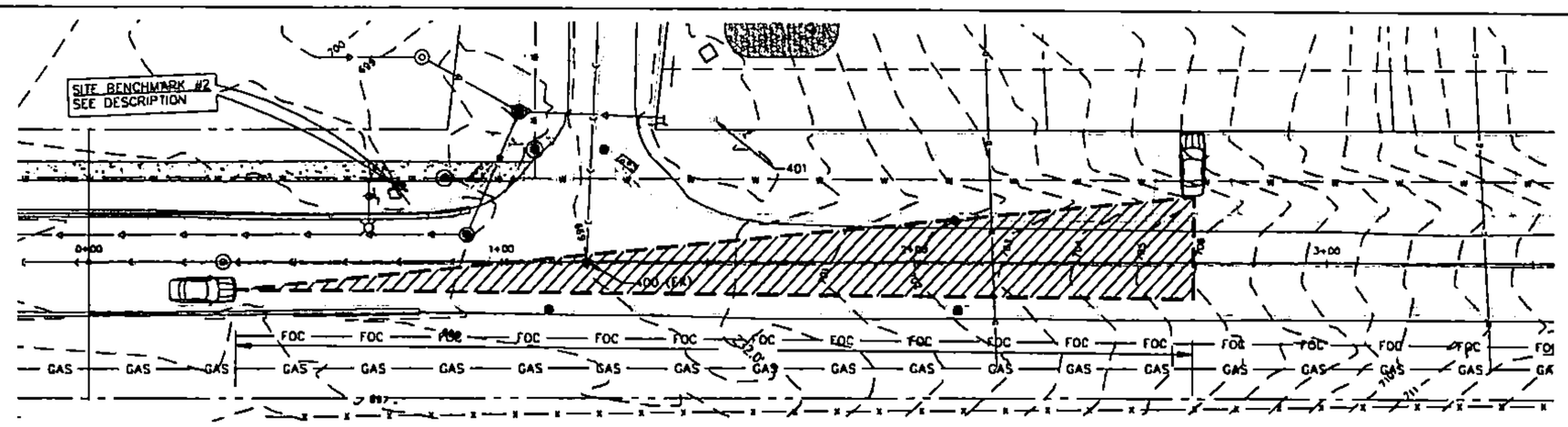
GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

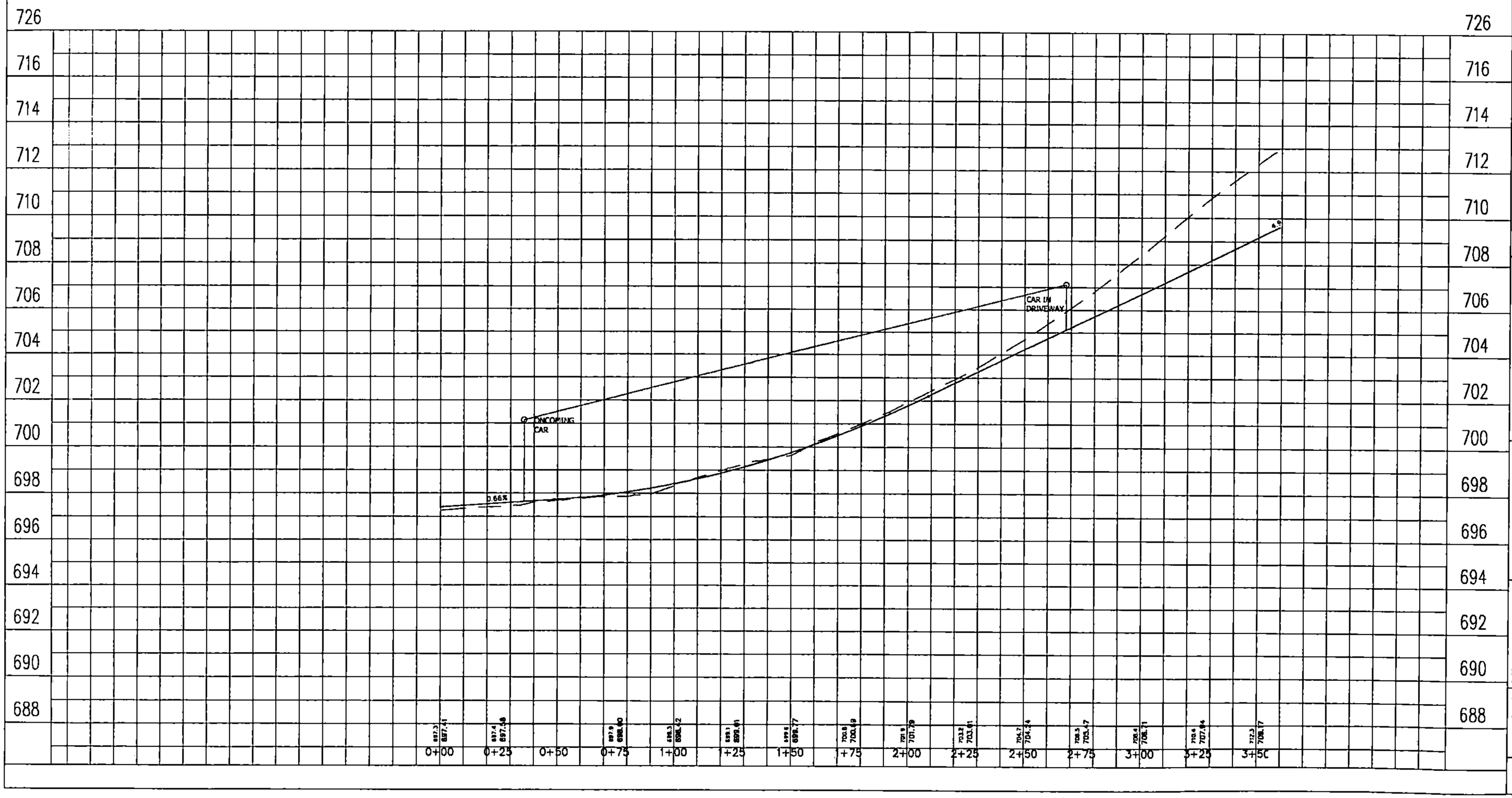
12-28-2021 REVISION #3
12-16-2020 REVISION #2
08-10-2020 REVISION #1
08-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

DATE : 04-30-2020
PROJECT # : 150106.00
PROP. DESIGN # : 184-001186
DRAWN BY : TF
CHECKED BY : RAV

SOUTH SIGHTLINE EXHIBIT

EX10
SHEET





ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES

HILL AVENUE GLEN ELYN

PROJECT 150106

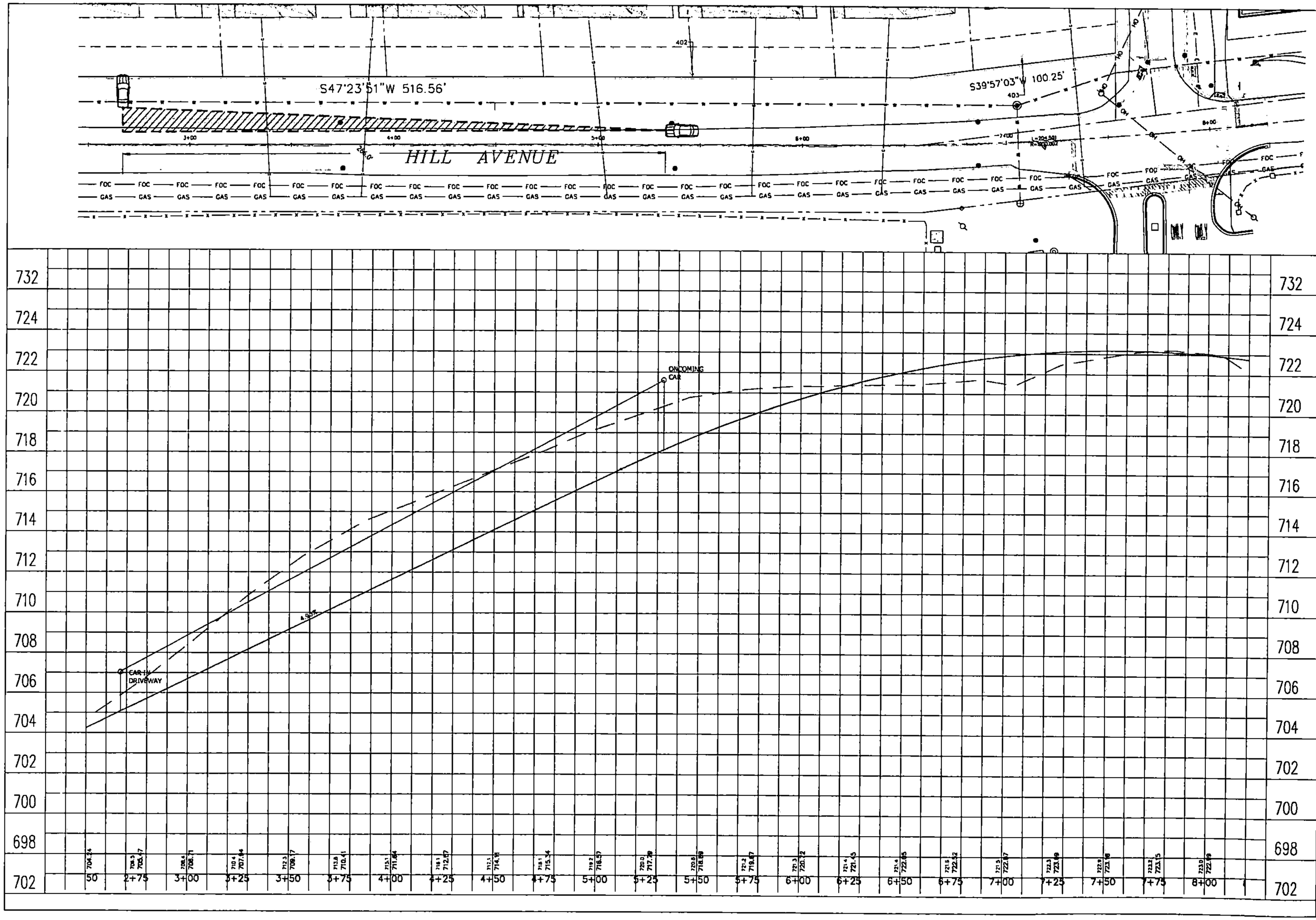
02-26-2021 REVISION #3
12-16-2020 REVISION #2
05-12-2020 REVISION #1
05-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

DATE	04-30-2020
PROJECT #	150106.00
PROJ. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	NAV

LOT 1 SOUTH SIGHTLINE EXHIBIT

EX11

SHEET



ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

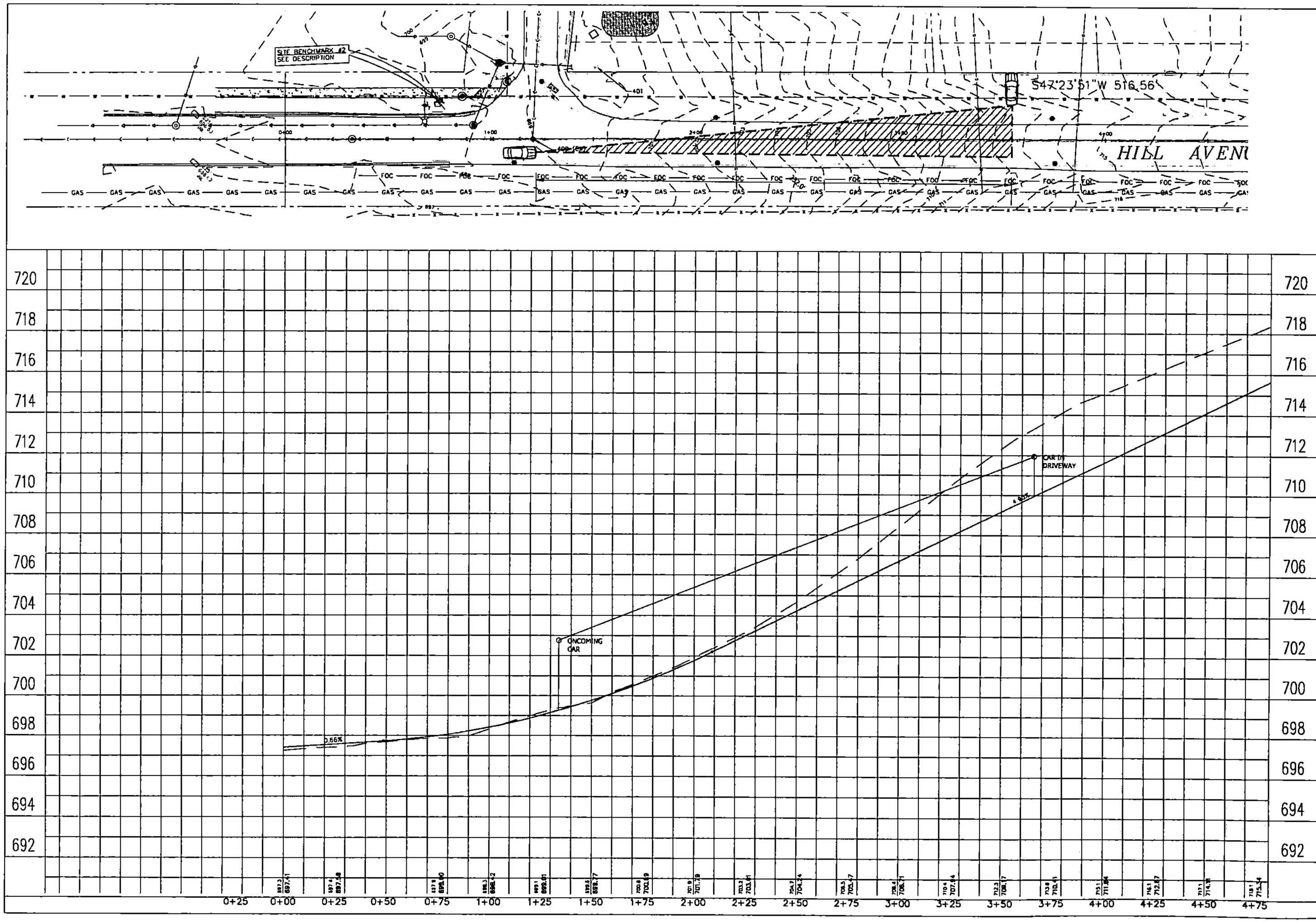
GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DESCRIPTION
02-26-2021 REVISION #1
12-15-2020 REVISION #2
09-10-2020 REVISION #1
06-30-2020 PERMIT SUBMITTAL

DATE	04-30-2020
PROJECT #	150106.00
PROP. DESIGN #	184.001.186
DRAWN BY	TF
CHECKED BY	NAV

LOT 1 NORTH SIGHTLINE EXHIBIT

EX12
SHEET



ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES

HILL AVENUE GLEN ELLYN

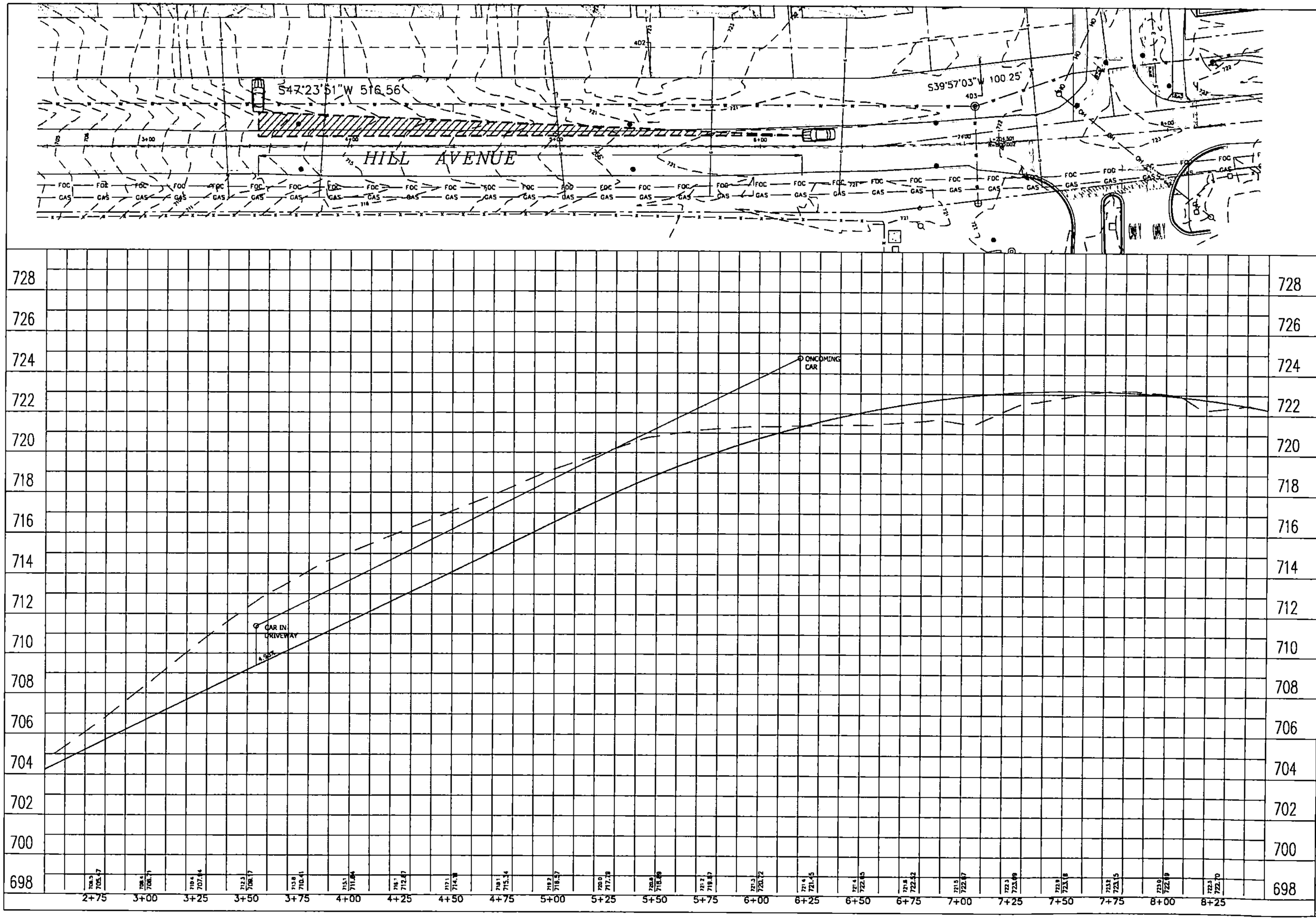
PROJECT 150106

DATE	: 04-30-2020
PROJECT #	: 150106.00
PROF. DESIGN #	: 184.001186
DRAWN BY	: TF
CHECKED BY	MAW

LOT 2 SOUTH SIGHTLINE EXHIBIT

EX13

SHEET



ENGINEERING RESOURCE ASSOCIATES

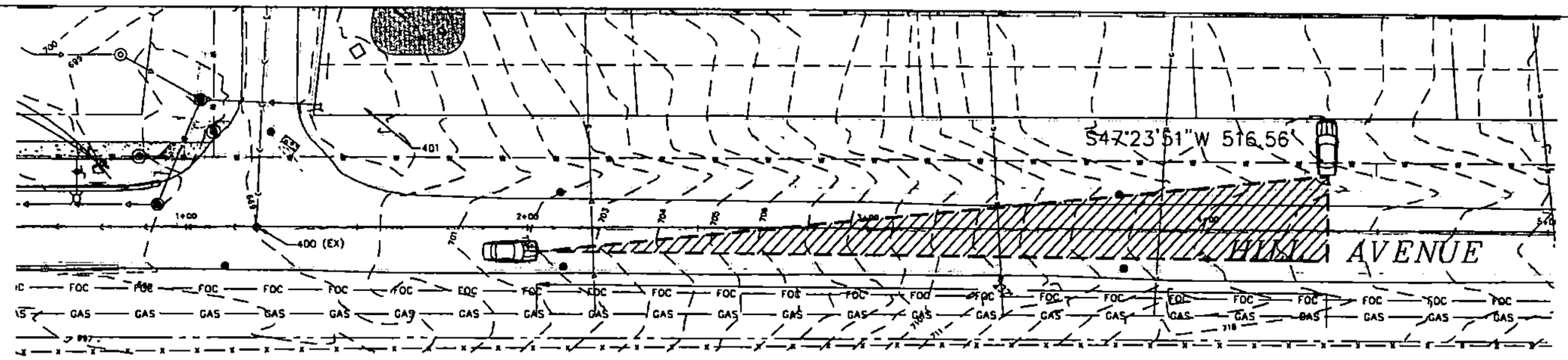
PATRICK J MURPHY BUILDERS

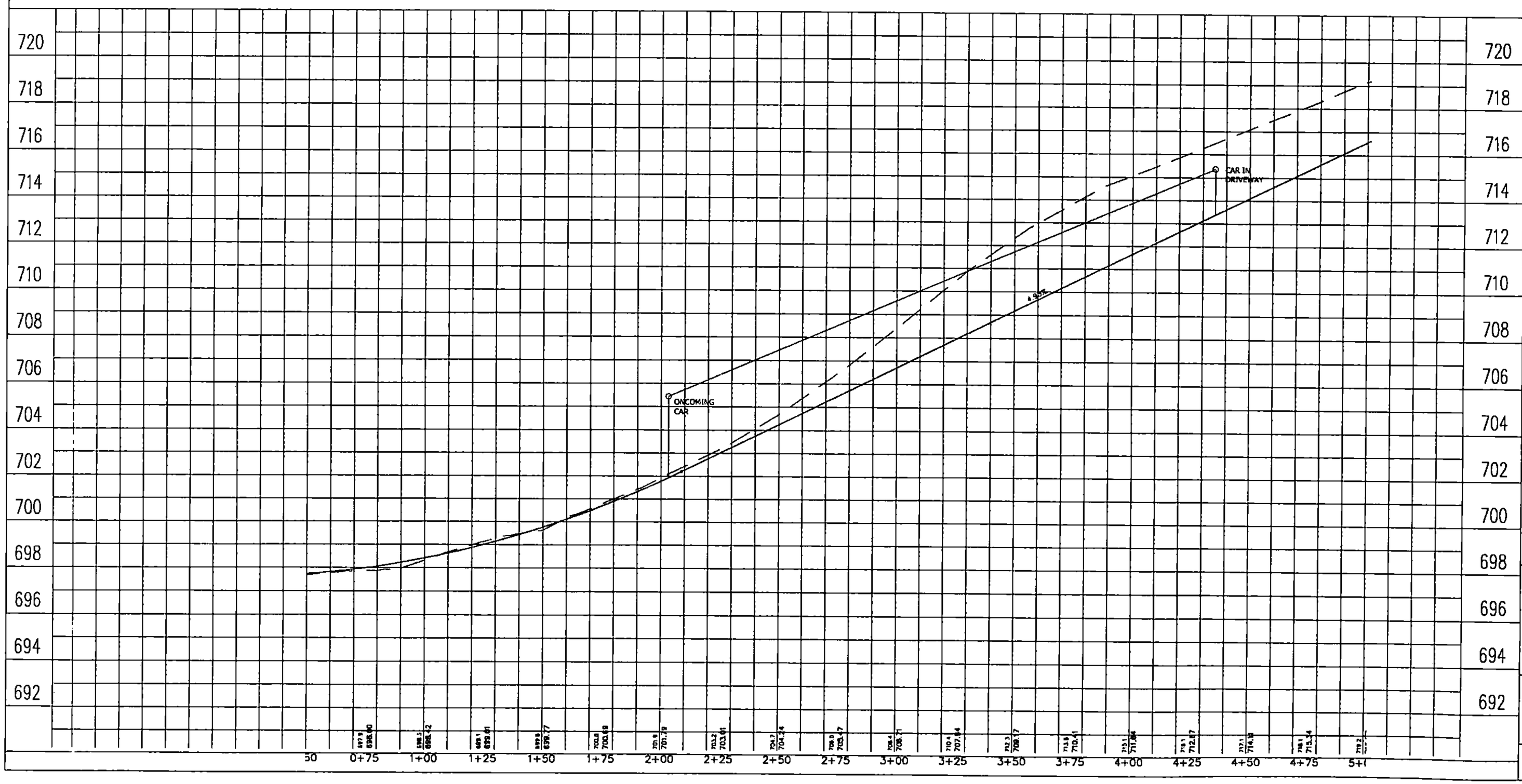
GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	04-30-2020
PROJECT #	150106.00
PROP. DESIGN #	184-001188
DRAWN BY	TF
CHECKED BY	NAV

LOT 2 NORTH SIGHTLINE EXHIBIT

EX14
SHEET





ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	NAV

02-26-2021 REVISION #2
12-16-2020 REVISION #1
05-10-2020 REVISION #1
04-30-2020 FIRST SUBMITTAL
DESCRIPTION:

LOT 3 SOUTH SIGHTLINE EXHIBIT

EX15
SHEET

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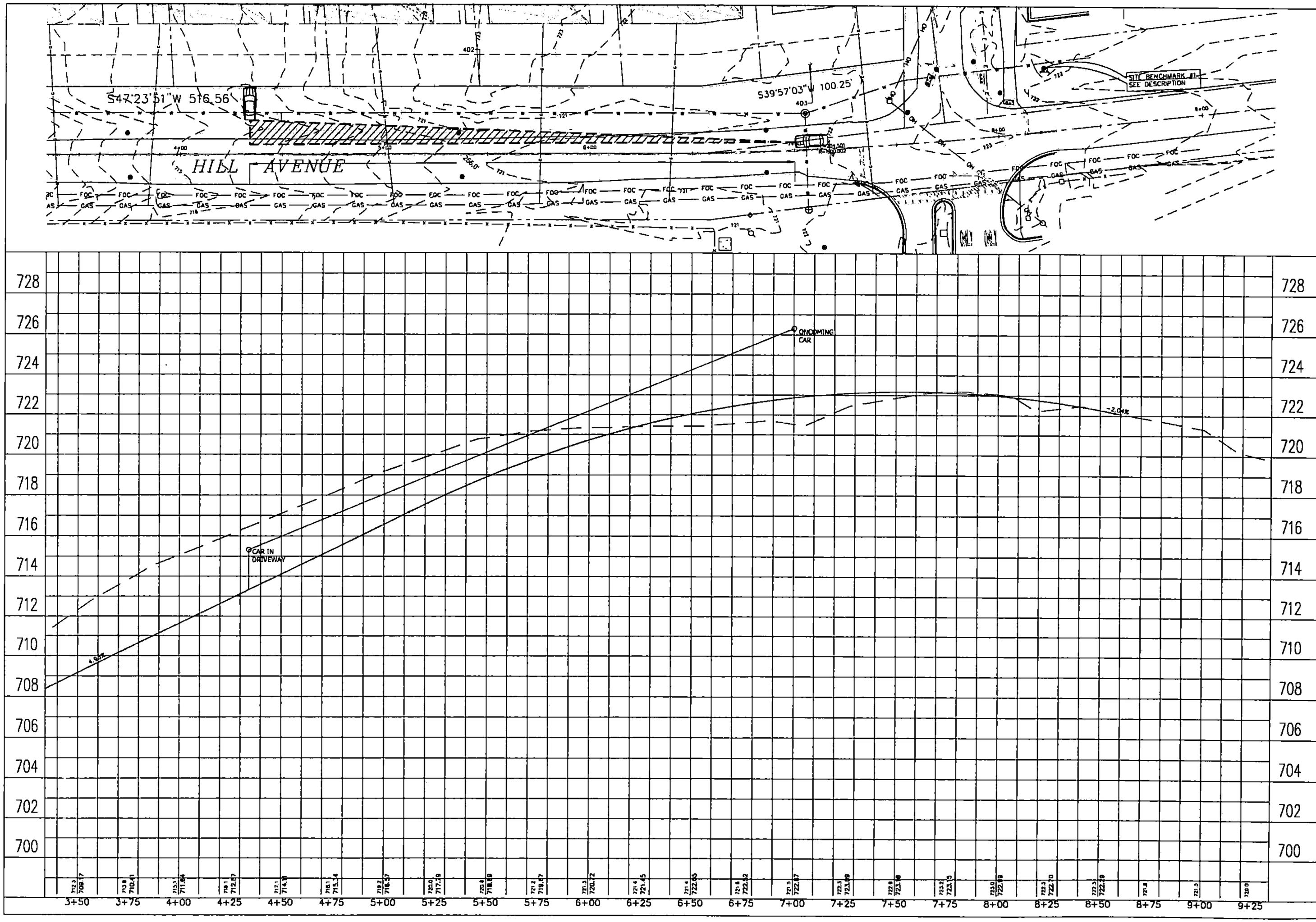


ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

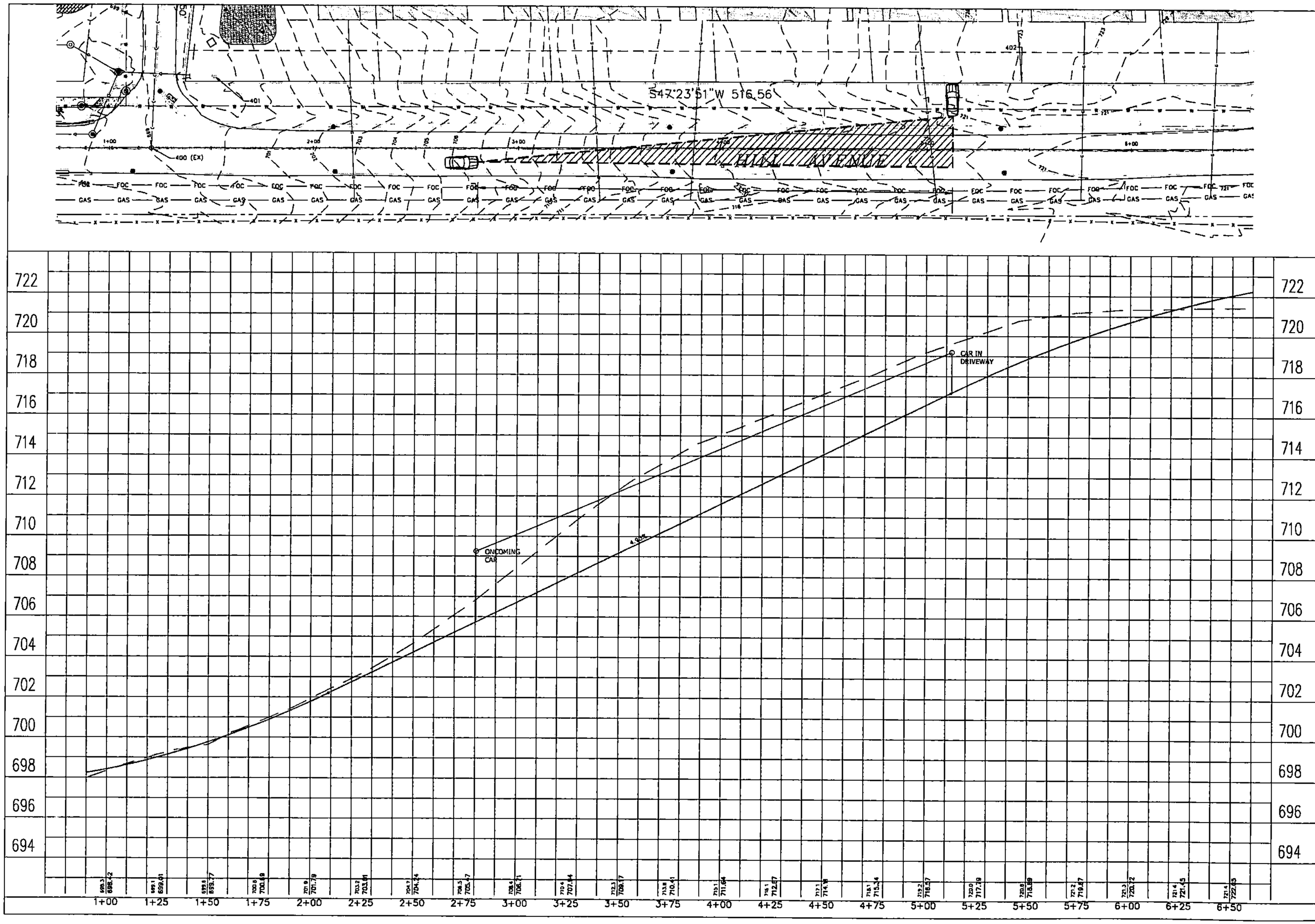
03-26-2021 REVISION #3
12-16-2020 REVISION #2
05-18-2020 REVISION #1
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184-001196
DRAWN BY	TF
CHECKED BY	NAV

LOT 3 NORTH SIGHTLINE EXHIBIT

EX16
SHEET

C:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Ave Glen Ellyn\CADD\Sheet Files\Grade Sheet C-PP Exhibit Exhibits.dwg



ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES

HILL AVENUE GLEN ELLYN

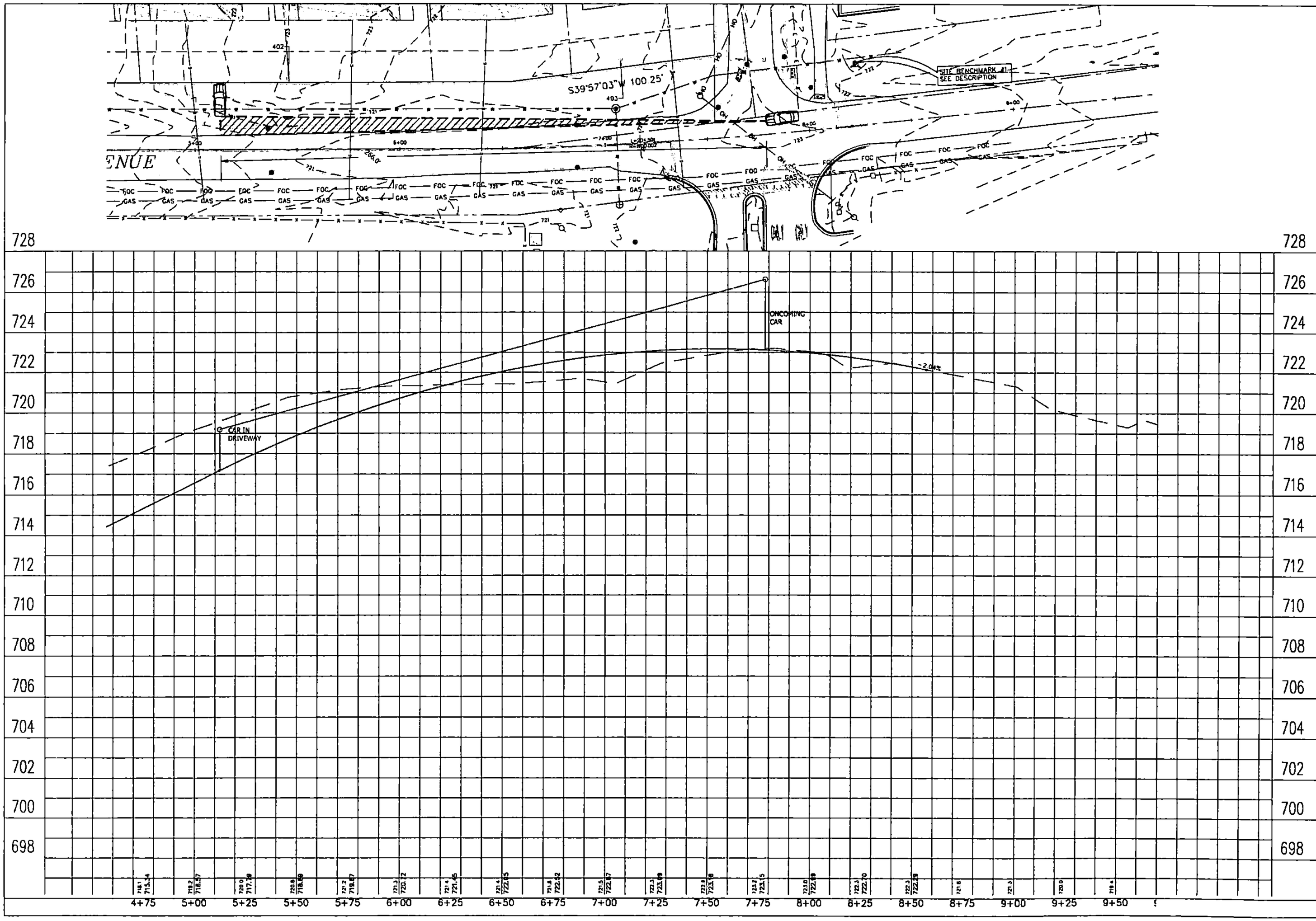
PROJECT 150106

DATE	PROJECT #	PROF. DESIGN #	DRAWN BY	CHECKED BY
04-30-2020	150106.00	LM-001136	TF	NAW

LOT 4 SOUTH SIGHTLINE EXHIBIT

EX17

SHEET



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FAX (630) 793-2152

PATRICK J MURPHY BUILDERS

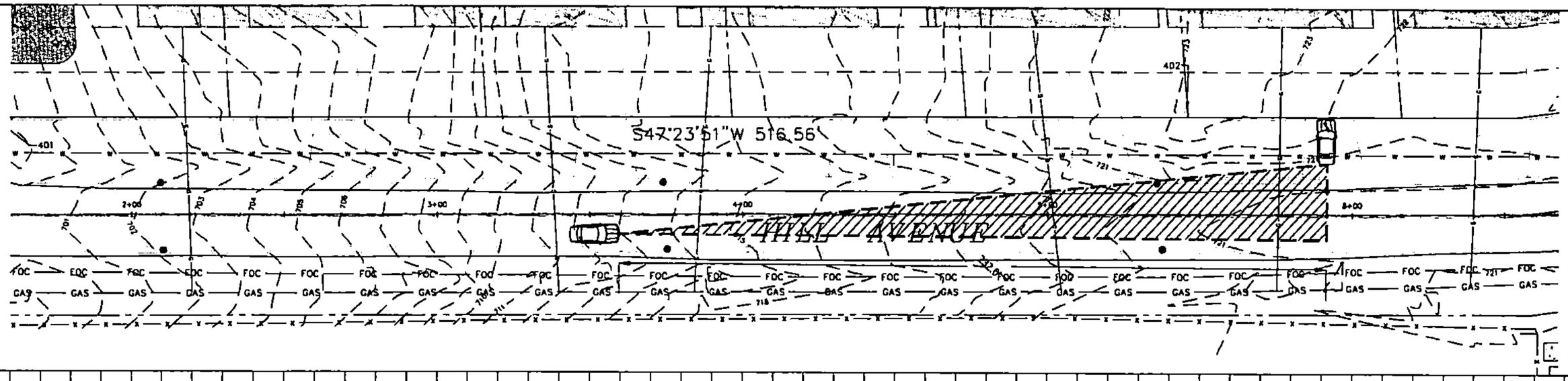
GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

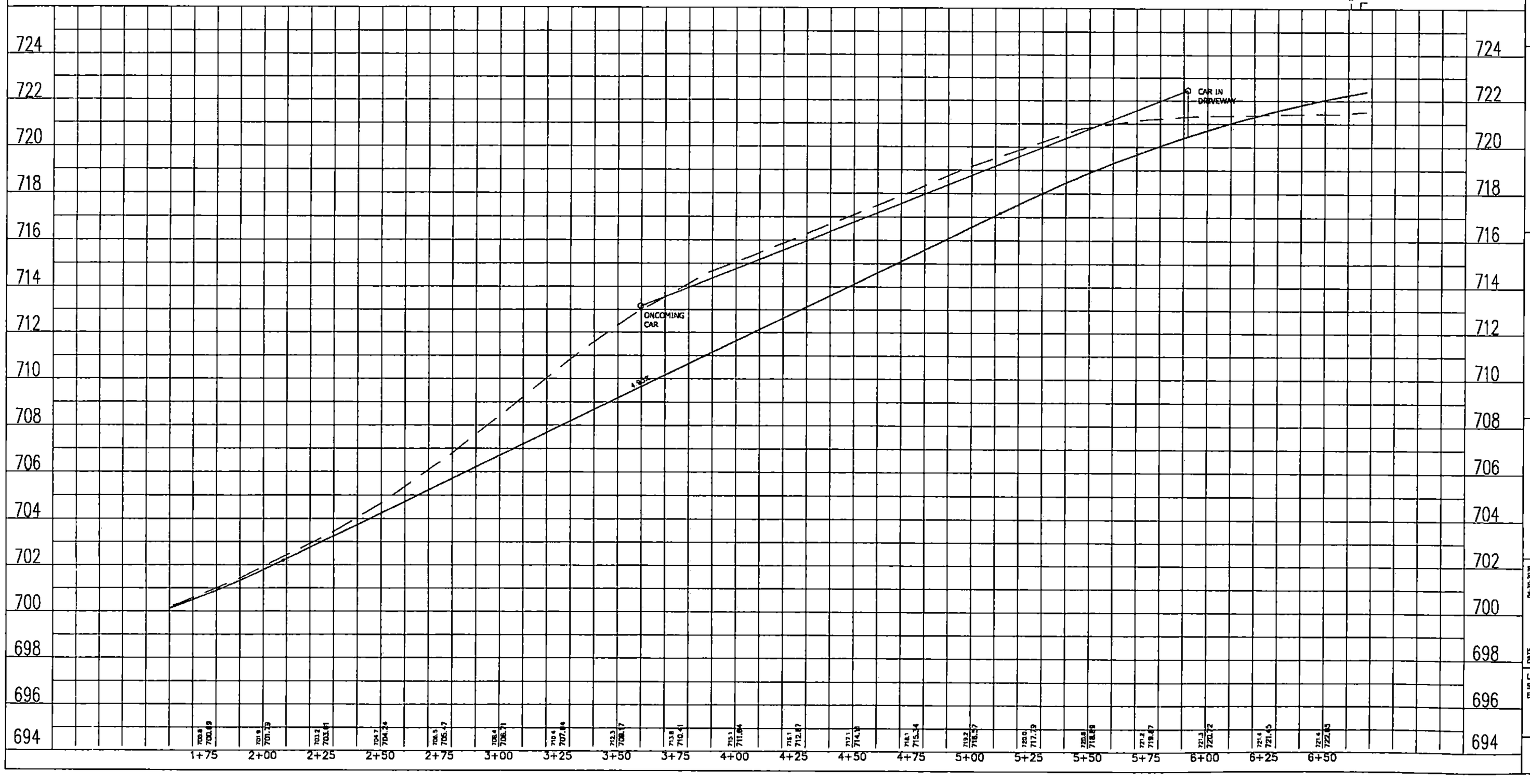
02-26-2021 REVISION #3
12-16-2020 REVISION #2
05-18-2020 REVISION #1
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	MAV

LOT 4 NORTH
SIGHTLINE
EXHIBIT

EX18
SHEET





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3630 TIMBER AVENUE, SUITE 130
WAUKESHA, WI 53186
PHONE (262) 513-1960
FAX (262) 513-1993
WWW.ENGINEERINGRESOURCE.COM

PATRICK J MURPHY BUILDERS

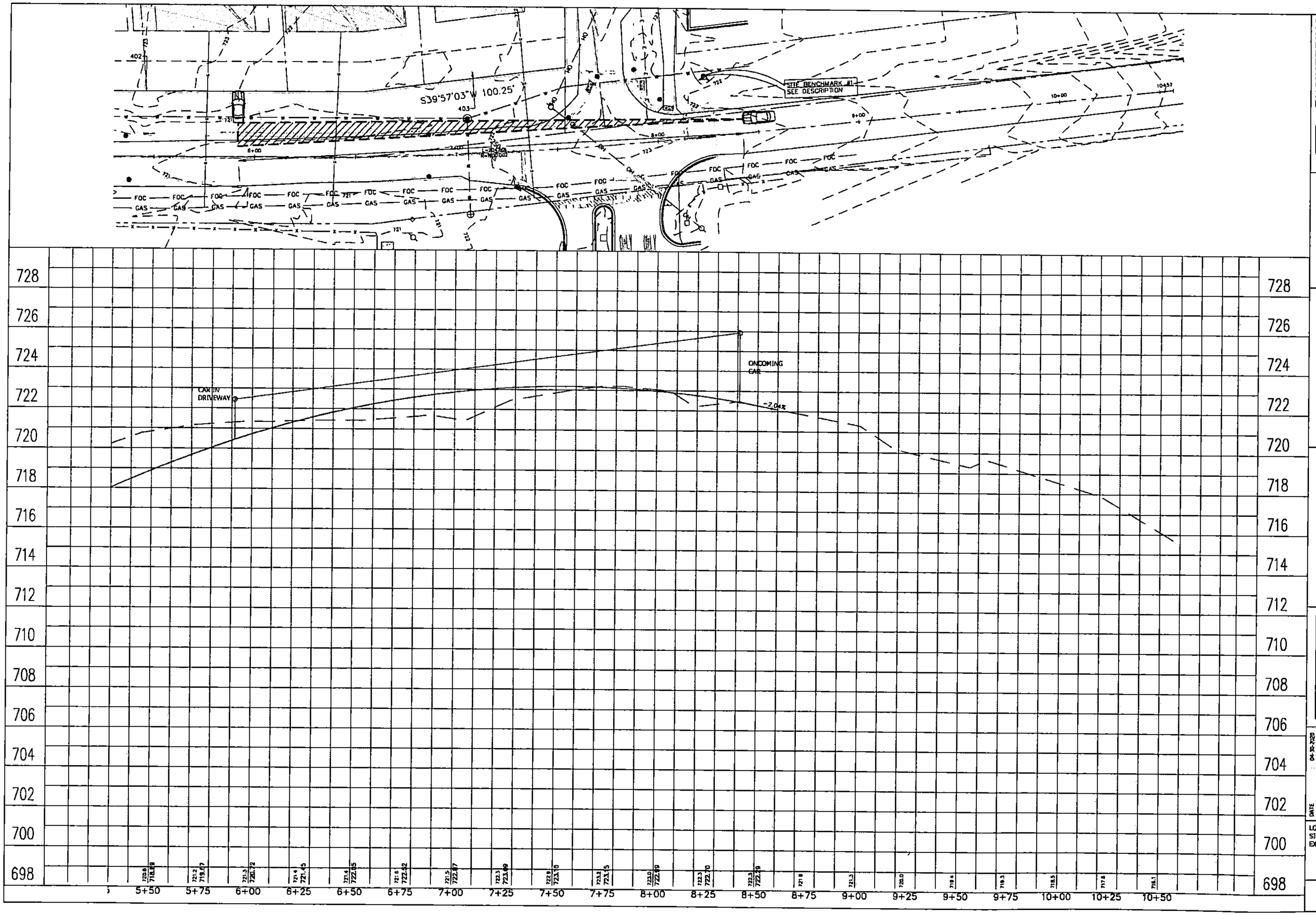
GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DESCRIPTION:
07-29-2021 REVISION #3
12-16-2021 REVISION #2
08-11-2021 REVISION #1
06-30-2021 PERMIT SUBMITTAL

DATE	04-30-2021
PROJECT #	150106.00
PROP. DESIGN #	184.001.106
DRAWN BY	TF
CHECKED BY	RAV

LOT 5 SOUTH SIGHTLINE EXHIBIT

EX19
SHEET



ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES

HILL AVENUE GLEN ELLYN

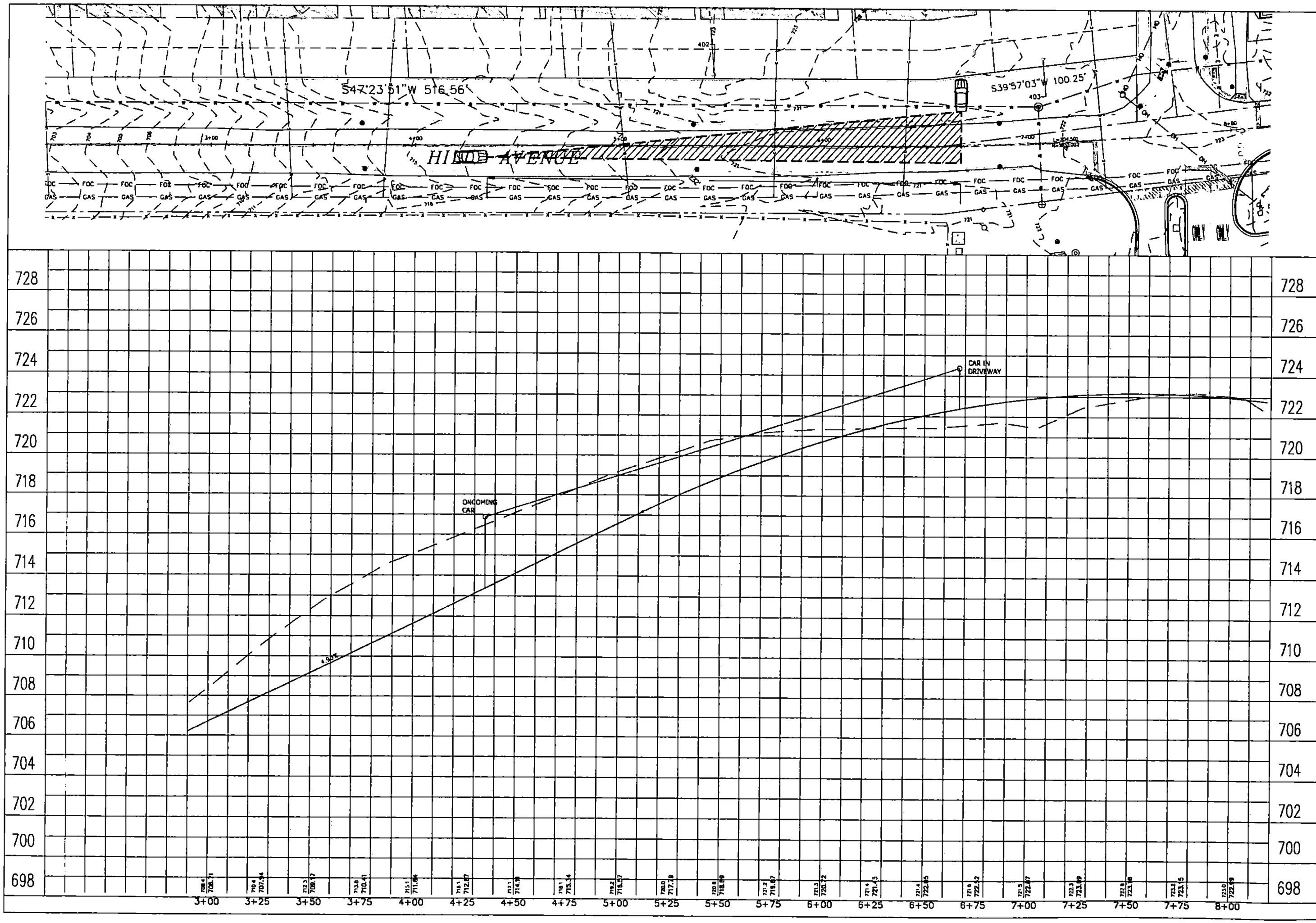
PROJECT 150106

02-25-2021 REVISION #3
12-16-2020 REVISION #2
05-10-2020 REVISION #1
04-30-2020 PERMIT SUBMITTAL

DATE	: 04-30-2020
PROJECT #	: 150106.00
PROP. DESIGN #	: 184.001186
DRAWN BY	: TF
CHECKED BY	: RAV

LOT 5 NORTH SIGHTLINE EXHIBIT

EX20
SHEET



ENGINEERING RESOURCE ASSOCIATES

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

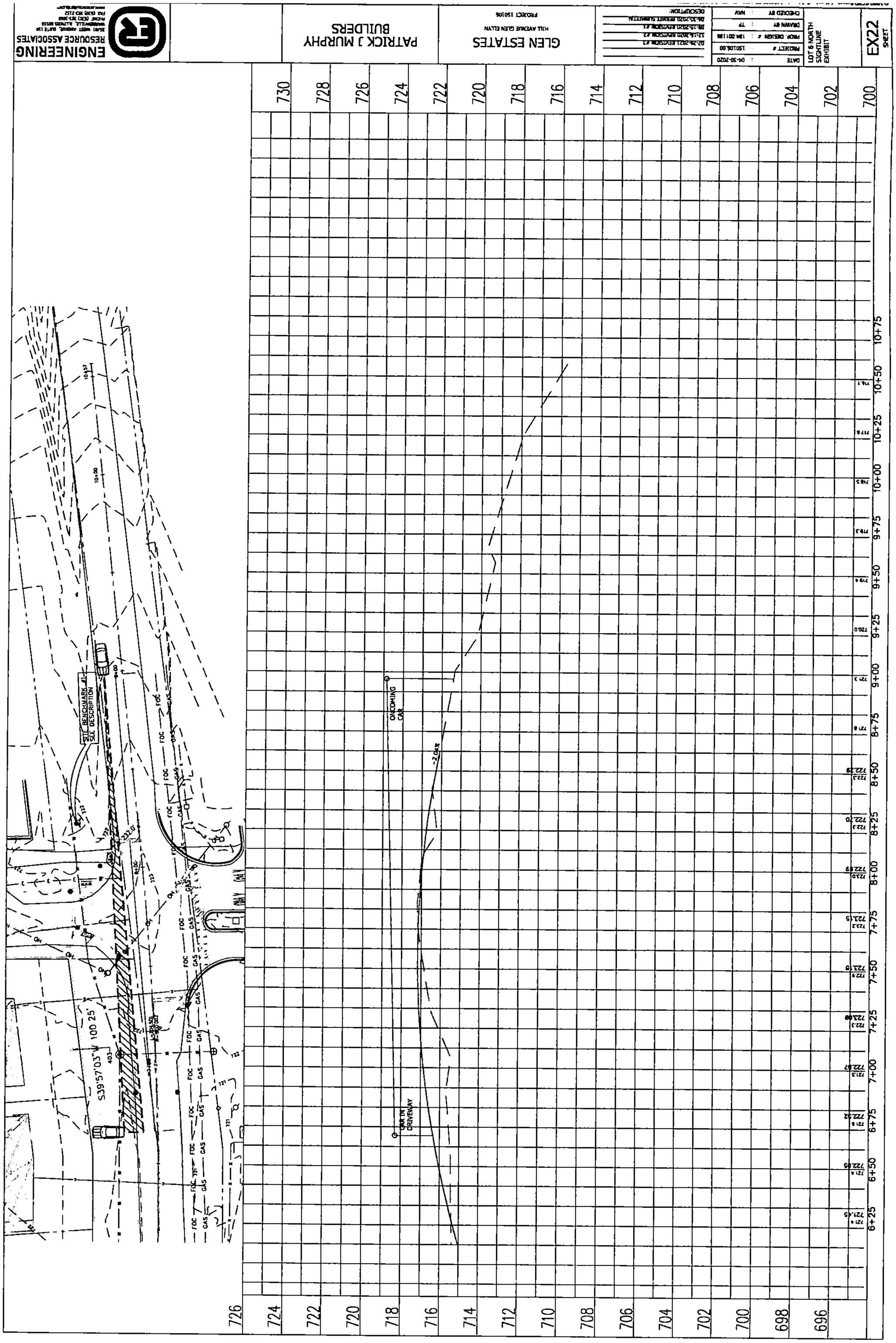
DATE	DESCRIPTION
02-26-2021	REVISION #3
12-15-2020	REVISION #2
05-19-2020	REVISION #1
04-30-2020	PERMIT SUBMITTAL

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	MAV

LOT 6 SOUTH SIGHTLINE EXHIBIT

EX21
SHEET

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Hill Avenue\Dwg\CLDD\150106 SHEET C-EX Sightline Exhibits.dwg


ENGINEERING RESOURCE ASSOCIATES
PATRICK J MURPHY BUILDERS
GLEN ESTATES
HILL AVENUE GLEN ELYN
PROJECT 150106
DATE : 04-30-2020
PROJECT # : 150106.00
PROJ. DESIGN # : 1M.071186
DRAWN BY : TF
CHECKED BY : MKV
LOT 6 NORTH SIGHTLINE EXHIBIT
EX22
SHEET
ONCOMING CAR
CAR IN DRIVEWAY
-2.04%
STC BENCHMARK #1 SEE DESCRIPTION
S39°57'03"W 100.25'
FOC
GAS
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TAB 5

MAINTENANCE PLAN SCHEDULE

1. **Spring 2021** – Install erosion control measures as indicated on plans.
2. **Spring 2021** – Clear trees and shrubs where necessary for construction.
3. **Spring 2021** – Strip existing topsoil and stockpile.
4. **Spring 2021** – Provide silt fence or sediment trench around stockpile.
5. **Spring 2021** – Provide stabilized construction entrance.
6. **Spring 2021** – Perform mass grading on site.
7. **Summer 2021** – Install sanitary sewer, water services, and storm sewer.
8. **Summer 2021** – Install pavement and landscaping.

EROSION CONTROL MEASURES

Construction activities will commence with the installation of a silt fence, a stabilized construction entrance, and tree preservation/protection measures as illustrated on the SWPP Plan. After the installation of the appropriate erosion control measures, the clearing, topsoil stripping and mass grading of the site will begin. Erosion control measures will remain in place and will be maintained until the project site has been stabilized, at which time the erosion control measures will be removed. On-site inspections should be completed regularly and also after storm events that result in 0.5 inches or more rainfall. All erosion and sediment control practices should be monitored and maintained throughout the duration of construction in accordance with the requirements of the DuPage County Stormwater Management Ordinance.

Any storm water drainage structures that have the potential to accept runoff containing suspended soil particles shall have "Catch-All"s installed. All "Catch-All"s shall remain in place until all disturbed earth has been paved or vegetated, and shall also be checked regularly for their effectiveness in terms of total contact with earth below.

During construction activity, the contractor shall maintain all erosion control measures. After completion of construction, the contractor shall coordinate the transfer of maintenance responsibilities. Maintenance shall be in accordance with the Illinois Environmental Protection Agency Standards and Specifications for Soil Erosion and Sediment Control, Latest Edition.

The topsoil stockpile will be enclosed with a double row of silt fence, as required, to reduce erosion.

Except as prevented by inclement weather conditions, all disturbed areas to remain inactive for more than fourteen (14) days will be stabilized by seeding, sodding, mulching, covering, or

by other equivalent erosion control measures within seven (7) days. Permanent soil stabilization shall be provided within seven (7) days after final grade is established.

All temporary erosion and sediment control practices shall be removed and disposed of within thirty (30) days after site stabilization is achieved or after the temporary practices are no longer needed. Trapped sediment shall be permanently stabilized to prevent further erosion.

Maintenance Plan for Glen Estates Construction – Residential Subdivision

The Owner of Glen Estates, with facilities as shown on the Engineering Plan set, shall assume responsibility for the following perpetual maintenance activities:

1. General

- Regular inspections and routine maintenance of general areas shall be performed on a monthly or as-needed basis. Specific items of concern include:
- Litter and debris shall be controlled
- Landscaped areas shall be maintained with regular mowing and restored with appropriate seeding/vegetation as necessary
- Accumulated sediment shall be disposed of properly, along with any wastes generated during maintenance operations
- Roads shall be swept, vacuumed and/or washed on a regular basis

2. Stormwater Management Facilities

All components of the stormwater management facilities shall be checked monthly between March and November and maintained as necessary to ensure proper performance. It is critical that all inflows and outflows to the detention facility are clean and performing as designed. In addition, the design volume of the detention facility shall also be maintained. Inspections for the following specific items should be conducted monthly between March and November:

3. Volume Control Facility

- Routine inspections and maintenance of volume control facilities shall be performed by the Owner on a yearly or as-needed basis.
- Facility shall be inspected yearly using the monitoring well to verity the system is functioning properly.
- Appropriate signage shall be repaired if damaged or illegible.

4. Storm water Collection System

The Owner shall perform monthly inspections of all components of the stormwater collection system. The monthly inspection shall occur between March and November and include the following specific areas of concern:

Storm Inlets/Manholes

- Remove accumulated leaves and other debris from grates
- Reset covers/lids on as-needed basis
- Remove accumulated sediment from manhole bottom when 50% of sump is filled

Storm Sewers/Culverts

- Visually inspect pipes by removing manhole lids, make repairs as necessary
- Storm sewers and culverts shall be checked for siltation deposits at inlets, outlets, and within the conduit, clean out as necessary
- Replant and reseed any eroded areas

5. Vegetated Areas

- Need for planting, reseeding, or sodding. Supplement alternative native vegetation
- Evidence of grazing, motorbikes, or other vehicles, repair.
- Check for invasive vegetation, remove when possible.
- Regular mowing to control vegetation; it is recommended that native vegetation remain uncut.
- Dead or damaged non-native grassy areas - repair with seeding with fertilization or seeding with mulch.

6. Storm sewer Construction

- Perform manhole inspections once every five years, make repairs as necessary.
- Perform sewer inspections once every five years, make repairs as necessary.
- Perform regular cleaning so that each sewer segment is cleaned once every 5 years.
- Remove any obstructions placed in maintenance easements that may impede maintenance equipment access.

MAINTENANCE AND MONITORING

Site preparation:
All planting will occur in on-site soil. Compacted areas caused by initial construction equipment shall be disked or loosened. All clumps, stones, and debris shall be removed and disposed of legally off-site. The top 2" of the soil shall be raked prior to seeding within the planting areas.

Weed Control Prior to Planting:
The work shall consist of mechanical and chemical control activities to kill and remove all non-native weeds within the restoration planting area prior to plant installation. This work may only be performed with the approval and/or at the direction of the engineer. Aquatic Glyphosate shall be used to perform weed control. Ninety five percent (95%) kill of these species within the restoration planting zones is required prior to any planting.

This phasing of weed control shall be completed in sufficient time to allow evidence of an adequate kill to be present prior to seeding and plug installation and shall be timed so that non-native and weedy plants do not have excess time to reemerge prior to completion of seeding and planting of the specific phase. If the contractor does not achieve a ninety-five (95%) kill or reemerge of non-native and weedy plant species occurs prior to completion of plug planting in any phase the contractor shall repeat the prescribed activities as necessary to meet performance standards, at no additional cost to the contract. The re-treatment(s) shall occur within a time period agreeable to the engineer, using methods and materials agreeable to the engineer.

Planting Plan:
The seed mix will be seeded and matted with 100% biodegradable soil erosion control blanket throughout the vegetation enhancement areas and temporary impact areas to prevent erosion. All seeding shall be hand broadcast. The seed will be lightly raked in, rolled, and watered.

The proposed species, specifications, seeding rates, and plugging rates for the planting areas are provided in the following tables:

Low-Profile Wet Prairie		
Scientific Name	Common Name	Oz/Ac
Grasses, Sedges, & Rushes		
Calamagrostis canadensis	Blue Joint Grass	1
Carex annectens	Yellow Sedge	2
Carex bebbii	Bebb's Sedge	4
Carex bicknellii	Bicknells Oval Sedge	3
Carex molesta	Troublesome Sedge	4
Carex normalis	Normal Sedge	0.25
Carex scoparia	Pointed Broom Sedge	8
Carex vulpinoidea	Fox Sedge	4
Elymus canadensis	Canada Wild Rye	10
Elymus riparius	Riverbank Rye	10

Elymus virginicus	Virginia Wild Rye	10
Glyceria striata	Fowl Manna Grass	1
Juncis tenuis	Path Rush	1
Juncis torreyi	Torrey's Rush	0.5
Leersia oryzoides	Rice Cutgrass	0.5
Panicum virgatum	Switchgrass	0.5
Poa palustris	Marsh Bluegrass	2
Schizachyrium scoparium	Little Bluestem	32
Scirpus atrovirens	Dark Green bulrush	8
Sporobolus heterolepis	Prairie Dropseed	8
	TOTAL	**109.75**
Forbs		
Asclepias incarnata	Swamp Milkweed	2
Chamaechrista fasciculata	Partridge Pea	3
Dalea purpurea	Purple Prairie Clover	4
Eupatorium perfoliatum	Boneset	0.5
Hypericum ascyron	Great St. John's Wort	4
Iris virginica shrevei	Blue Flag	4
Liatris pycnostachia	Prairie Blazingstar	5
Listris spicata	Marsh Blazingstar	3
Lobelia siphilitica	Great Blue Lobelia	0.5
Mimulus ringens	Monkeyflower	0.5
Oligoneuron ridellii	Riddell's Godenrod	2
Oligoneuron rigidum	Stiff Goldenrod	2
Parthenium intergrifolium	Wild Quinine	2
Physostegia virginiana	Obedient Plant	2
Pycnanthemum virginianum	Mountain Mint	1
Ratibida pinnata	Grey Coneflower	4
Rudbeckia hirta	Black-eyed Susan	4
Silphium laciniatum	Compass Plant	3
Symphyotrichum laeve	Smooth Blue Aster	1
Symphyotrichum novae-angliae	New England Aster	1
Verbena hastata	Blue Vervain	8
Vernonia fasciculata	Prairie Ironweed	2
Veronicastrum virginicum	Culvers Physic	1
Zizia aurea	Golden Alexander	2
	TOTAL	**61.5**

Tree Planting List			
Scientific Name	**Common Name**	**Size**	**Qty.**
Quercus macrocarpa	Bur Oak	2.5"	5
Quercus bicolor	Swamp White Oak	2.5"	5
Carya ovata	Shagbark Hickory	2.5"	3
Plantanus acerifolia x occidentalis 'Exclamation'	'Exclamation' London Plane Tree	2.5"	3
Cercis canadensis	Eastern Redbud	2.5"	3
		TOTAL	19

* All nurseries' mixes are subject to availability and may change prior to the proposed planting schedule. Any changes to this mix will be provided to the Village for approval prior to seeding.

Monitoring and Maintenance Plan:
The plantings shall be inspected at least once a year for a three-year term, or until compliance with the following performance criteria has been met. Vegetation monitoring will occur by a meander survey. The purpose of the monitoring is to determine the effectiveness of the restoration and recommend changes in management if failing. A monitoring report will be provided to the Village by January 31st following each inspection. The report will include the site location, permit number, monitoring methodology, a summary relative to the proposed performance standards, maintenance performed during that year and recommend changes in management if the plantings are failing, and representative photographs of each planting area. Areas which do not meet the establishment standards as determined by the County shall be replanted or a remedial action plan will be submitted for approval at developer's/owner's expense.

Performance Standards:

1. First year: 90% coverage of the cover crop shall be established within the first three months. There shall be no bare areas greater than 0.2 square meters. Native selected seeded plants must comprise at least 10% aerial coverage. None of the three dominant species shall be invasive or non-native (Cover crop is allowed for the first growing season).
2. Second year: At least 25% of the species present shall be native/non-invasive or those of what was planted in the above list. There shall be no bare areas greater than 1 square meter. None of the three dominant species may be invasive or non-native.
3. Third year: By the final year of monitoring, the project site must contain 80% native vegetation and 75% cover native plants from the selected seed mix, and no bare areas larger than 1 square meter. The site shall have a native Floristic Quality Index value of 20 or greater and a Coefficient of Conservatism of 3.5 or greater. None of the three most dominant species shall be invasive or non-native.

Invasive and non-native species, and woody plant species not specified as part of the planting plan, shall be controlled by appropriate management practices of the approved plan. Invasive species for the purposes of this project include, but are not limited to the following:

- *Ambrosia sp.* Ragweed
- *Cirsium arvense* Canada Thistle
- *Dipsacus sp.* Teasel
- *Lonicera maackii* Amur Honeysuckle
- *Lythrum salicaria* Purple Loosestrife
- *Melilotus sp.* Sweet Clover
- *Phalaris arundinacea* Reed Canary Grass
- *Phragmites australis* Giant Reed
- *Polygonum cuspidatum (Fallopia japonica)* Japanese Knotweed
- *Rhamnus cathartica or frangula* Buckthorn

Maintenance Procedures:

Debris Removal:

All debris shall be removed, via non-invasive methods, from within the special management area during the initial maintenance period and subsequently dependent on arrival of new debris.

Herbicide Application: Prior to introduction of any native seeding or planting, preliminary herbicide application is to be conducted to eliminate any existing weedy species within the wetland and buffer area, thus giving the native seed and plugs the best chance of establishment. Following introduction of native plantings and seed, selective herbiciding to control invasive species is proposed twice yearly. A certified and licensed pesticide applicator shall select herbicide, which is designated for use adjacent to wetlands, and shall apply the herbicide by the appropriate method, to prevent killing of desirable native species.

Prescribed Burning: If possible, a prescribed burn is suggested every other late fall/early spring following the 3rd year within the planted areas dependent on the presence of fuel and root establishment. Controlled burns are essential for even germination, establishment of deep root systems, and maintenance of non-native invasive species. Water should be sprayed around young woody plantings prior to controlled burns to ensure they are not damaged by fire before they grow large enough to establish.

Maintenance and Monitoring Schedule:

SCHEDULE	***DESCRIPTION***
Installation	
Summer/Fall '22	Preliminary weed control, Install Cover Crop, Native Seed, Plugs, and woody plantings Install S75BN Sediment & Erosion Control Blanket
1st Year Maintenance	
Spring/Summer '22 Summer '22	Apply chemicals to invasive weeds throughout growing season Monitoring (Report to be submitted by Jan. 31st)
2nd Year Maintenance	
Spring/Summer '23 Summer '23	Apply chemical to invasives throughout growing season Monitoring (Report to be submitted by Jan. 31st)
3rd Year Maintenance	
Spring/Summer '24	Apply chemical to invasives throughout growing season

Summer '24	Monitoring (Report to be submitted by Jan. 31st)
Fall '24/Spring '25	Conduct prescribed burn in planted areas

*The above maintenance procedures were established at the time of the submittal. The maintenance schedule does not account for permitting and construction length.

Long Term Maintenance: Mowing, whip weeding, and selective herbiciding should take place on an as-needed basis. Prescribed burns are suggested every other year to maintain the proposed enhancement areas. Without maintenance procedures to combat non-native species, native areas often become overrun by invasive weeds. It is important to note that any native area that has been neglected of proper maintenance may not be aesthetically pleasing.

Long term maintenance in addition to the installation of the above referenced plantings is the responsibility of the Owner.

ENGINEERING RESOURCE ASSOCIATES
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Warrenville, IL 60555
Phone: 630.393.3060
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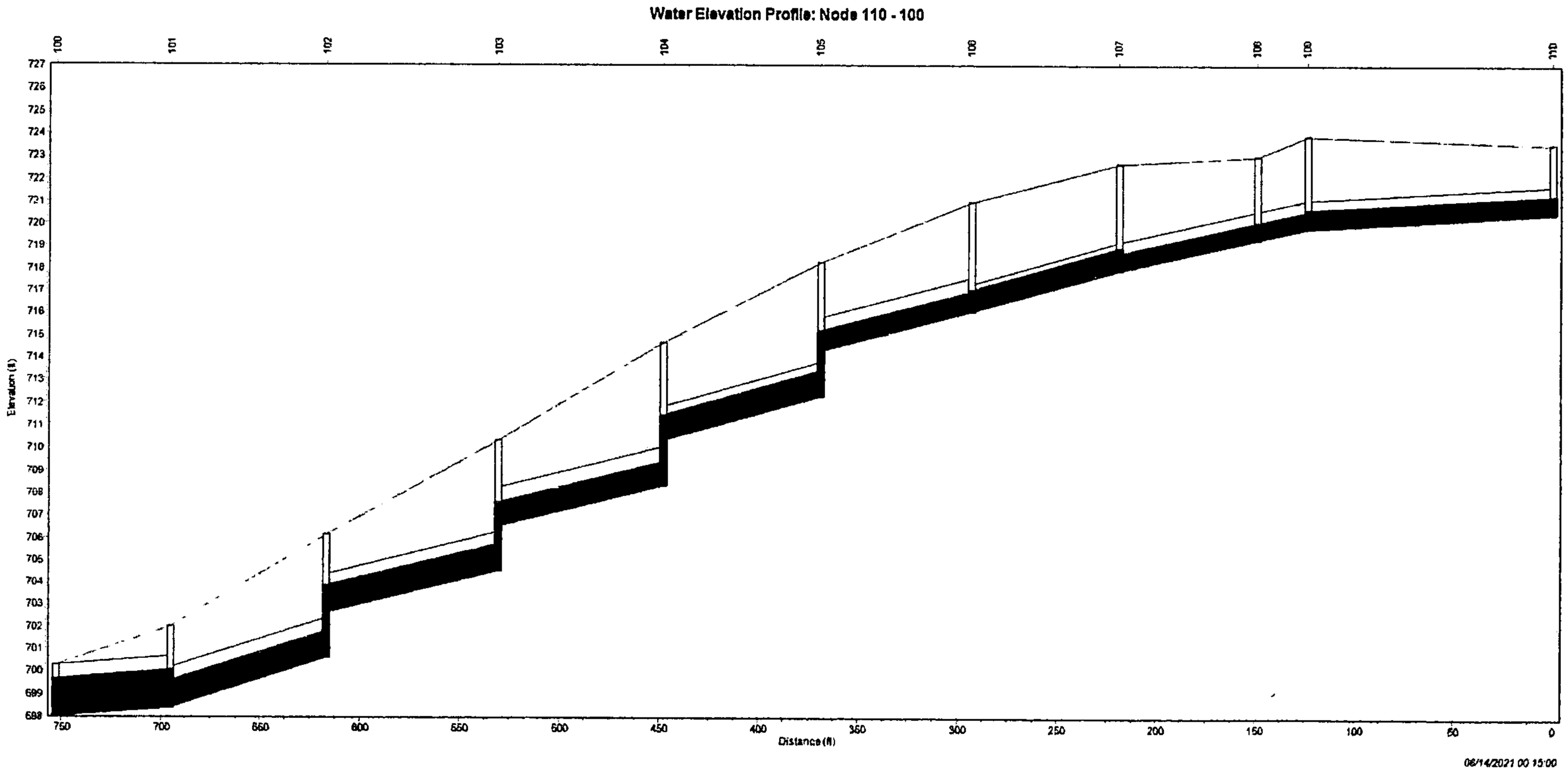
PROJECT: Glen Estates
LOCATION: Glen Ellyn, IL
PROJECT NO.: 150106

DATE: 6/9/2021
BY: TF

STORM SEWER NETWORK CALCULATIONS

PIPE NO.	FROM STR	TO STR	INCR (SF)	DRAINAGE AREA INCR (ac)	C	INCR CA	FLOW TIME (min)	TIME IN PIPE (min)	STORM EVENT (10, 100) (yr)	B 75 INT (in/hr)	INCR RUNOFF Q = CiA (cfs)	TOTAL RUNOFF Q = CiA (cfs)	DESIGN Q FULL (cfs)	DESIGN VEL FULL (fps)	PIPE LENGTH (ft)	PIPE DIA (in)	PIPE SEWER SLOPE (%)	STRUCTURE US RIM ELEV (ft)	STRUCTURE DS RIM ELEV (ft)	STRUCTURE US INVERT ELEV (ft)	STRUCTURE DS INVERT ELEV (ft)
101	101	100	8712	0.20	0.65	0.13	6.6	0.2	10	7.11	0.92	21.00	21.90	5.5	58	27	0.50%	702.01	FES	698.29	698.00
102	102	101	6098	0.14	0.65	0.09	6.5	0.1	10	7.15	0.65	19.45	23.50	9.8	78	21	2.20%	702.31	702.01	700.51	698.79
103	103	102	7841	0.18	0.65	0.12	6.3	0.1	10	7.17	0.84	18.80	23.50	9.8	86	21	2.20%	710.33	702.31	704.40	702.51
104	104	103	6970	0.16	0.65	0.10	6.2	0.1	10	7.19	0.75	15.11	23.50	9.8	83	21	2.20%	714.69	710.33	708.22	706.40
105	105	104	7405	0.17	0.65	0.11	6.1	0.1	10	7.23	0.80	14.36	16.61	9.4	79	18	2.50%	718.26	714.69	712.20	710.22
106	106	105	6534	0.15	0.65	0.10	5.9	0.2	10	7.25	0.71	9.98	14.86	8.4	76	18	2.00%	720.98	718.26	715.72	714.20
107	107	106	8276	0.19	0.65	0.12	5.8	0.1	10	7.29	0.90	9.28	10.21	8.3	74	15	2.50%	722.67	720.98	717.82	715.97
108	108	107	871	0.02	0.65	0.01	5.6	0.2	10	7.31	0.09	5.96	9.14	7.4	70	15	2.00%	723.00	722.67	719.22	717.82
109	109	108	21780	0.50	0.65	0.33	5.6	0.1	10	7.32	2.38	5.86	9.14	7.4	25	15	2.00%	723.93	723.00	719.72	719.22
110	110	109	30492	0.70	0.65	0.46	5.0	0.6	10	7.44	3.39	3.39	4.57	3.7	124	15	0.50%	723.55	723.93	720.34	719.72
111	111	101	5663	0.13	0.65	0.08	5.0	0.1	10	7.44	0.63	0.63	2.52	3.2	22	12	0.50%	702.01	702.01	699.65	699.54
112	112	103	5227	0.12	0.65	0.08	5.0	0.0	10	7.44	0.58	0.58	7.81	9.9	22	12	4.80%	710.09	702.31	708.20	707.15
113	113	105	5227	0.12	0.65	0.08	5.0	0.1	10	7.44	0.58	0.58	5.04	6.4	22	12	2.00%	717.99	710.33	713.14	712.70
114	114	107	3049	0.07	0.65	0.05	5.0	0.1	10	7.44	0.34	0.34	5.04	6.4	21	12	2.00%	722.47	714.69	718.49	718.07
115	115	109	871	0.02	0.65	0.01	5.0	0.1	10	7.44	0.10	0.10	2.52	3.2	19	12	0.50%	723.73	720.98	720.06	719.97
116	116	103	20473	0.47	0.65	0.31	5.0	0.2	10	7.44	2.27	2.27	7.81	9.9	131	12	4.80%	718.78	702.31	711.44	705.15
117	117	105	27007	0.62	0.65	0.40	5.0	0.4	10	7.44	3.00	3.00	5.04	6.4	142	12	2.00%	722.98	710.33	715.54	712.70
118	118	107	18731	0.43	0.65	0.28	5.0	0.8	10	7.44	2.08	2.08	2.52	3.2	152	12	0.50%	722.31	714.69	718.83	718.07
201	201	200	0	0.00	0.65	0.00	8.5	0.4	10	6.77	0.00	6.33	10.50	5.9	144	18	1.00%	698.12	696.00	693.94	692.50
202	202	201	3485	0.08	0.65	0.05	8.1	2.9	10	6.84	0.36	5.90	0.33	0.2	33	18	0.00%	699.33	698.12	694.14	694.14
203	203	202	6534	0.15	0.65	0.10	5.2	0.1	10	7.40	0.72	3.80	12.87	7.3	27	18	1.50%	699.80	699.33	694.55	694.14
204	204	203	27878	0.64	0.65	0.42	5.1	0.1	10	7.40	3.08	3.08	14.86	8.4	33	18	2.00%	702.50	699.80	695.21	694.55
205	205	204	0	0.00	0.65	0.00	5.0	0.0	10	7.42	0.00	0.00	5.28	6.7	17	12	2.20%	702.40	702.50	696.08	695.71
206	206	205	0	0.00	0.65	0.00	5.0	0.0	10	7.44	0.00	0.00	4.65	5.9	12	12	1.70%	699.43	702.40	698.20	698.00
207	207	201	3920	0.09	0.65	0.06	5.0	0.1	10	7.44	0.44	0.44	3.56	4.5	27	12	1.00%	698.48	698.12	694.71	694.44
208	208	202	15682	0.36	0.65	0.23	5.0	0.2	10	7.44	1.74	1.74	5.04	6.4	81	12	2.00%	699.62	699.33	696.26	694.64


Water Elevation Profile: Node 110 - 100
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Elevation (ft)
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06/14/2021 00:15:00

GUTTER CAPACITY CALCULATIONS

n	Sp (%)	Sg (%)	Tp (ft)	Tg (ft)
0.013	2.0	6.0	6.00	1.5

PROJECT: Glen Hill Estates
Calc'd by: TF date: 14-Jun-21
Rev by: date:
Chk'd by: date:

$$Q = 0.56 \frac{(Z)}{n} S_o^{1/2} d^{8/3}$$

Q = flow in gutter/pavement (cfs)
Z = Reciprocal of gutter/pavement slope
n = manning coefficient (0.013 for concrete)
S_o = longitudinal slope of tangent section
d = depth of flow in gutter/pavement (feet)

S_p - Cross slope of pavement (%)
S_g - Cross slope of gutter (%)
T_p - Allowable encroachment on pavement (feet)
T_g - Width of gutter (feet)

$Q_{byp} = Q_p$ $Q_{int} = Q_g$

Vertical Tangent FROM STA	TO STA	n	Zp	Zg	Tp (ft.)	Tg (ft.)	SL (ft./ft.)	Sp (ft./ft.)	Sg (ft./ft.)	Dp (ft.)	Dg (ft.)	Tx (ft.)	Qbyp (cfs)	Qx (cfs)	Qg+x (cfs)	Qint (cfs)	Qtot (cfs)	Notes
00+00	01+25	0.013	50	16.667	6.0	1.5	0.0066	0.02	0.06	0.12	0.21	2	0.613	0.204	0.909	0.704	1.317	
01+25	05+75	0.013	50	16.667	6.0	1.5	0.0493	0.02	0.06	0.12	0.21	2	1.675	0.558	2.484	1.925	3.601	Hill Avenue
05+75	07+65	0.013	50	16.667	6.0	1.5	0.0066	0.02	0.06	0.12	0.21	2	0.613	0.204	0.909	0.704	1.317	
06+75	07+75	0.013	50	16.667	6.0	1.5	0.0040	0.02	0.06	0.12	0.21	2	0.477	0.159	0.707	0.548	1.026	

INLET SPACING CALCULATIONS

PROJECT: Glen Hill Estates

Calc'd by: TF date: 14-Jun-21

Rev by: 0.0 date:

Chk'd by: 0.0 date:

FIRST INLET

Vertical Tangent FROM STA	Vertical Tangent TO STA	Grade (%)	Design Storm (yr)	Tt (min)	C	I (in./hr.)	Width of Calc Area (ft)	Q (cfs)	Calc. Inlet Spacing (ft)	Actual Inlet Spacing (ft)
00+00	01+25	0.66%	10	5	0.68	7.44	66.00	1.317	172	80
01+25	05+75	4.93%	10	5	0.68	7.44	66.00	3.601	470	80
05+75	07+65	0.66%	10	5	0.68	7.44	66.00	1.317	172	80
06+75	07+75	0.40%	10	5	0.68	7.44	66.00	1.026	134	80

INLET SPACING CALCULATIONS

PROJECT: Glen Hill Estates — Glen Hill Estates

Calc'd by: NAV date: 14-Jun-21 — TF date: 14-Jun-21

Rev by: date: date:

Chk'd by: date: date:

SUBSEQUENT INLET

Vertical Tangent No.		Grade (%)	Design Storm (yr)	Tt (min)	C	I (in./hr.)	Roadway Width (ft)	Q (cfs)	Calc. Inlet Spacing (ft)	Actual Inlet Spacing (ft)
00+00	01+25	0.66%	10	5	0.68	7.44	66.00	0.704	92	80
01+25	05+75	4.93%	10	5	0.68	7.44	66.00	1.925	251	80
05+75	07+65	0.66%	10	5	0.68	7.44	66.00	0.704	92	80
06+75	07+75	0.40%	10	6	0.68	7.44	66.00	0.548	72	80

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3S701 West Ave.
Warrenville, Illinois 60555

phone 630.393.3060
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PROJECT: Glen Estates
LOCATION: Hill Avenue, Glenn Ellyn
PROJECT #: 150106

BY: TDF
DATE: 12/21/2020
REVISED: 4/19/2021

EMERGENCY OVERLAND FLOW CONVEYANCE (Rear-Yard Swale)
CROSS SECTION A-A (Rear-Yard Swale)

West Side Width:	2	ft	Bottom Width:	3	ft
West Side Slope:	0.25	ft/ft	Bottom Elevation:	714	
East Side Width:	4	ft	Top of Water Elevation:	714.5	
East Side Slope:	0.3333333	ft/ft	Top of Foundation Elev.:	718.5	

CAPACITY ANALYSIS OF OVERLAND FLOW (Rear-Yard Swale):

SLOPE	0.010	FT/FT
MANNING'S n	0.012	FT
FLOW DEPTH, d	0.50	FEET
BOTTOM WIDTH, b	3.00	FEET
Z	0.292	FT/FT
FLOW AREA	2.36	SQ FT
WETTED PERIMETER	6.4285714	FEET
HYDRAULIC RADIUS	0.37	FT
CAPACITY (USING MANNING'S FORMULA)	21.637785	CFS

SUMMARY:

PROPOSED CAPACITY	21.64	CFS
PROPOSED PEAK DISCHARGE	16.02	CFS
DOES ENOUGH CAPACITY EXIST?	YES	
PROPOSED PEAK VELOCITY (Q=VxA)	6.80	FPS

*Total Tributary Area = 2.16 Acres (See Exhibit 8)

A-A Rear Yard Swale

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LOCATION: Hill Avenue, Glenn Ellyn
PROJECT #: 150106

BY: TDF
DATE: 12/21/2020
REVISED: 4/19/2021

EMERGENCY OVERLAND FLOW CONVEYANCE (Rear-Yard Swale)
CROSS SECTION B-B (Rear-Yard Swale)

West Side Width:	2	ft	Bottom Width:	3	ft
West Side Slope:	0.25	ft/ft	Bottom Elevation:	720.33	
East Side Width:	4	ft	Top of Water Elevation:	720.83	
East Side Slope:	0.33333333	ft/ft	Top of Foundation Elev.:	723	

CAPACITY ANALYSIS OF OVERLAND FLOW (Rear-Yard Swale):

SLOPE	0.013	FT/FT
MANNING'S n	0.022	FT
FLOW DEPTH, d	0.50	FEET
BOTTOM WIDTH, b	3.00	FEET
Z	0.292	FT/FT
FLOW AREA	2.36	SQ FT
WETTED PERIMETER	6.4285714	FEET
HYDRAULIC RADIUS	0.37	FT
CAPACITY (USING MANNING'S FORMULA)	9.3247126	CFS

SUMMARY:

PROPOSED CAPACITY	9.32	CFS
PROPOSED PEAK DISCHARGE	8.38	CFS
DOES ENOUGH CAPACITY EXIST?	YES	
PROPOSED PEAK VELOCITY (Q=VxA)	3.56	FPS

**Total Tributary Area = 1.13 Acres (See Exhibit 8)

B-B Rear Yard Swale

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PROJECT: Glen Estates
LOCATION: Glen, Ellyn
PROJECT #: 150106

BY: TF
DATE: 02/26/2020
REVISED: 04/21/2021

VCBMP Storage Area

Elevation (ft)	Area (ft^2)	Area (ac)	Average Area (ac)	Incremental Storage (ac-ft)	Cumulative Storage (ac-ft)
698.20	400	0.009			0.000
			0.012	0.009	
699.00	624	0.014			0.009
			0.017	0.008	
699.50	854	0.020			0.018
			0.022	0.011	
700.00	1,084	0.025			0.029
			0.028	0.014	
700.50	1,349	0.031			0.043
			0.034	0.017	
701.00	1,614	0.037			0.060

Total Storage Required [cu.f.t] = 2604.16

Total Storage Provoded [cu.f.t] = 2612.60

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PROJECT: Glen Estates
LOCATION: Glen Ellyn
PROJECT #: 150106

BY: TDF
DATE: 04/21/2021
REVISED:

BMP Basin 1

Total Storage Area Required = 2804.16 cu.ft
Total Storage Area Provided = 2812.60 cu.ft

Dewatering Time Minimum = 48 hrs
hrs/3600 = 172800 seconds

Vol Req. (cu.ft) / Min Dewater (s)
Maximum Release Rate = 0.015 cfs

ORIFICE FLOW EQUATION: $Q=C_dA(2GH)^{.5}$

Cd = 0.61
G = 32.2

Solve for A = 0.0018 ft2
H = 2.8 ft

Max Orifice Diameter = 0.58 in

Actual Dewater Time = 48.16 hrs ***See WinTR20 Outputs**

HYDRAULIC DIMENSIONS *WEIR FLOW EQUATION:* $Q=3.0L(H)^{1.5}$

ORIFICE AREA (ft^2)	0.0018
ORIFICE DIAMETER (in)	0.58
ORIFICE DISCHARGE COEFFICIENT	0.61
ORIFICE ELEV. (ft-NAVD88)	698.3
TAILWATER OR CENTROID (ft-NAVD88)	698.32
WEIR LENGTH (ft)	15
WEIR COEFFICIENT	3
WEIR ELEV. (ft-NAVD88)	701

ELEVATION-DISCHARGE RELATIONSHIP

ELEVATION (feet)	Q-ORIFICE 1 (cfs)	Q-WEIR Wall (cfs)	Q-TOTAL (cfs)	
698.2	0.000	0.000	0.000	
698.5	0.004	0.000	0.004	
699	0.007	0.000	0.007	
699.5	0.010	0.000	0.010	
700	0.012	0.000	0.012	
700.5	0.013	0.000	0.013	
701	0.015	0.000	0.015	
701.5	0.016	15.910	15.926	<—HWL
702	0.017	45.000	45.017	
702.5	0.018	82.670	82.689	
703	0.019	127.279	127.299	

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PROJECT: Glen Estates
LOCATION: Glen Ellyn
PROJECT #: 150106

BY: TDF
DATE: 02/26/2021
REVISED:

WEIR FLOW EQUATION: $Q=3.0L(H)^{1.5}$

HYDRAULIC DIMENSIONS

WEIR LENGTH (ft)			[redacted]
WEIR COEFFICIENT			[redacted]
WEIR ELEV. (ft-NAVD88)			[redacted]

ELEVATION-DISCHARGE RELATIONSHIP

ELEVATION (feet)	Q-WEIR (cfs)	Q-TOTAL (cfs)	
701.5	0.000	0.000	
701.6	1.423	1.423	
701.7	4.025	4.025	
701.8	7.394	7.394	
701.9	11.384	11.384	
702	15.910	15.910	
702.1	20.914	20.914	
702.2	26.355	26.355	
702.3	32.199	32.199	
702.4	38.422	38.422	
702.5	45.000	45.000	<— Top of Berm
702.6	51.916	51.916	

*The overflow swale has 45 cfs capcaity before overtopping the berm walls

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PROJECT: Glen Estates
LOCATION: Glen Ellyn, IL
PROJECT #: 150106

BY: TDF
DATE: 02/26/2021
REVISED:

Basin 1 Overflow Grate

Orifice Equation: Q=CoAo(2gd)1/2

C=	0.67	UNITLESS	A=	16	$FEET^2$
g=	32.16	FT/SEC^2	d=	1	FEET

** The grate that has been selected has an 83% open area

CAPACITY OF INLET GRATE

DISCHARGE COEFFICIENT	0.67	
ORIFICE AREA	16	SQ.FEET
ORIFICE OPEN SPACE AREA	0.83	PERCENT
GRAVITATIONAL CONSTANT	32.16	FT/SEC2
HEAD/DEPTH OF FLOW	1.0	FEET
ORIFICE CAPACITY	71.36	CFS
FLOW RATE TO ORIFICE	45.00	CFS

SUMMARY:

SIZE OF GRATE (L x W)	4X4	FEET
PROPOSED GRATE CAPACITY	71.36	CFS
PROPOSED PEAK DISCHARGE THROUGH GRATE	45.00	CFS
DOES ENOUGH CAPACITY EXIST?	**YES**	

Overflow Grate

```
[TITLE]
;;Project Title/Notes

[OPTIONS]
;;Option             Value
FLOW_UNITS           CFS
INFILTRATION         HORTON
FLOW_ROUTING         KINWAVE
LINK_OFFSETS         DEPTH
MIN_SLOPE            0
ALLOW_PONDING        NO
SKIP_STEADY_STATE    NO

START_DATE           06/14/2021
START_TIME           00:00:00
REPORT_START_DATE    06/14/2021
REPORT_START_TIME    00:00:00
END_DATE             06/14/2021
END_TIME             06:00:00
SWEEP_START          1/1
SWEEP_END            12/31
DRY_DAYS             0
REPORT_STEP          00:15:00
WET_STEP             00:05:00
DRY_STEP             01:00:00
ROUTING_STEP         0:00:30
RULE_STEP            00:00:00

INERTIAL_DAMPING     PARTIAL
NORMAL_FLOW_LIMITED  BOTH
FORCE_MAIN_EQUATION  H-W
VARIABLE_STEP        0.75
LENGTHENING_STEP     0
MIN_SURFAREA         0
MAX_TRIALS           0
HEAD_TOLERANCE       0
SYS_FLOW_TOL         5
LAT_FLOW_TOL         5
MINIMUM_STEP         0.5
THREADS              1

[EVAPORATION]
;;Data Source    Parameters
;;-------------- ----------------
CONSTANT         0.0
DRY_ONLY         NO

[JUNCTIONS]
;;Name           Elevation  MaxDepth   InitDepth  SurDepth   Aponded
;;-------------- ---------- ---------- ---------- ---------- ----------
```

```
101                 698.39     3.62       0          0          0
102                 700.60     5.55       0          0          0
103                 704.5      5.83       0          0          0
104                 708.32     6.36       0          0          0
105                 712.29     5.97       0          0          0
107                 717.92     4.75       0          0          0
108                 719.32     3.68       0          0          0
109                 719.82     4.11       0          0          0
110                 720.44     3.11       0          0          0
111                 699.75     2.26       0          0          0
112                 707.56     2.55       0          0          0
114                 718.72     3.75       0          0          0
115                 720.29     3.44       0          0          0
116                 712.78     6          0          0          0
117                 722.98     5.84       0          0          0
118                 719.06     3.25       0          0          0
113                 714.74     3.25       0          0          0
106                 716.06     4.92       0          0          0

[OUTFALLS]
;;Name            Elevation  Type       Stage Data       Gated    Route To
;;--------------- ---------- ---------- ---------------- -------- ----------------
100                 698.0      FREE                        NO

[CONDUITS]
;;Name            From Node        To Node          Length     Roughness  InOffset
OutOffset  InitFlow   MaxFlow
;;--------------- ---------------- ---------------- ---------- ---------- ----------
---------- ---------- ----------
102                 102              101              78         0.014      0
0          0          0
103                 103              102              86         0.014      0
2          0          0
104                 104              103              83         0.014      0
2          0          0
105                 105              104              79         0.014      0
2          0          0
112                 112              103              22         0.014      0
0          0          0
111                 111              101              22         0.014      0
0          0          0
116                 116              103              131        0.014      0
0          0          0
117                 117              105              142        0.014      0
0          0          0
118                 118              107              152        0.014      0
0          0          0
113                 113              105              22         0.014      0
0          0          0
101                 101              100              58         0.014      0
```

```
0          0          0
114        114        107        21         0.014      0
0          0          0
107        107        106        74         0.014      0
0          0          0
106        106        105        76         0.014      0
2          0          0
108        108        107        70         0.014      0
0          0          0
110        110        109        124        0.014      0
0          0          0
109        109        108        25         0.014      0
0          0          0
115        115        109        91         0.014      0
0          0          0

[XSECTIONS]
;;Link           Shape        Geom1            Geom2      Geom3      Geom4
Barrels    Culvert
;;-------------- ------------ ---------------- ---------- ---------- ----------
---------- ----------
102              CIRCULAR     1.75             0          0          0          1

103              CIRCULAR     1.75             0          0          0          1

104              CIRCULAR     1.75             0          0          0          1

105              CIRCULAR     1.5              0          0          0          1

112              CIRCULAR     1                0          0          0          1

111              CIRCULAR     1                0          0          0          1

116              CIRCULAR     1                0          0          0          1

117              CIRCULAR     1                0          0          0          1

118              CIRCULAR     1                0          0          0          1

113              CIRCULAR     1                0          0          0          1

101              CIRCULAR     2.25             0          0          0          1

114              CIRCULAR     1                0          0          0          1

107              CIRCULAR     1.25             0          0          0          1

106              CIRCULAR     1.5              0          0          0          1

108              CIRCULAR     1.25             0          0          0          1
```

```
110                 CIRCULAR     1.25              0          0          0          1

109                 CIRCULAR     1.25              0          0          0          1

115                 CIRCULAR     1                 0          0          0          1


[INFLOWS]
;;Node              Constituent      Time Series      Type     Mfactor  Sfactor
Baseline Pattern
;;-------------- ---------------- ---------------- -------- -------- --------
-------- --------
101                 FLOW             ""               FLOW     1.0      1.0      0.93

102                 FLOW             ""               FLOW     1.0      1.0      0.65

103                 FLOW             ""               FLOW     1.0      1.0      0.84

104                 FLOW             ""               FLOW     1.0      1.0      0.75

105                 FLOW             ""               FLOW     1.0      1.0      0.80

107                 FLOW             ""               FLOW     1.0      1.0      0.90

108                 FLOW             ""               FLOW     1.0      1.0      0.10

109                 FLOW             ""               FLOW     1.0      1.0      2.39

110                 FLOW             ""               FLOW     1.0      1.0      3.39

111                 FLOW             ""               FLOW     1.0      1.0      0.63

112                 FLOW             ""               FLOW     1.0      1.0      0.58

114                 FLOW             ""               FLOW     1.0      1.0      0.34

115                 FLOW             ""               FLOW     1.0      1.0      .10

116                 FLOW             ""               FLOW     1.0      1.0      2.27

117                 FLOW             ""               FLOW     1.0      1.0      3.0

118                 FLOW             ""               FLOW     1.0      1.0      2.08

113                 FLOW             ""               FLOW     1.0      1.0      0.58

106                 FLOW             ""               FLOW     1.0      1.0      0.71
```

```
[REPORT]
;;Reporting Options
SUBCATCHMENTS ALL
NODES ALL
LINKS ALL

[TAGS]

[MAP]
DIMENSIONS -2491.582 0.000 12491.582 10000.000
Units      None

[COORDINATES]
;;Node           X-Coord            Y-Coord
;;-------------- ------------------ ------------------
101              1251.403           3984.287
102              2373.737           3984.287
103              3585.859           3973.064
104              4753.086           3973.064
105              5852.974           3961.841
107              7929.293           4029.181
108              8939.394           4118.967
109              9130.191           4421.998
110              9085.297           6139.169
111              1273.850           3670.034
112              3608.305           3681.257
114              7951.740           3714.927
115              9388.328           4466.891
116              3451.178           5813.692
117              5695.847           5970.819
118              7794.613           6127.946
113              5881.493           3649.335
106              6943.662           4000.570
100              777.999            4622.638

[VERTICES]
;;Link           X-Coord            Y-Coord
;;-------------- ------------------ ------------------

[PROFILES]
;;Name           Links
;;-------------- ----------
"100 Series to Basin" 110 109 108 107 106
"100 Series to Basin" 105 104 103 102 101
```

Engineering Properties

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

Hydrologic soil group is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007(http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers. Past engineering references contained lists of HSGs by soil series. Soil series are continually being defined and redefined, and the list of soil series names changes so frequently as to make the task of maintaining a single national list virtually impossible. Therefore, the criteria is now used to calculate the HSG using the component soil properties and no such national series lists will be maintained. All such references are obsolete and their use should be discontinued. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Depth to the upper and lower boundaries of each layer is indicated.

Texture is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

Classification of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

Percentage of rock fragments larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Percentage (of soil particles) passing designated sieves is the percentage of the soil fraction less than 3 inches in diameter based on an ovendry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Liquid limit and *plasticity index* (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(http://directives.sc.egov.usda.gov/ OpenNonWebContent.aspx?content=17757.wba). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties–DuPage County, Illinois														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			In				*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*
146A—Elliott silt loam, 0 to 2 percent slopes														
Elliott	94	C/D	0-6	Silt loam	CL, ML	A-6, A-7-6	0- 0- 0	0- 0- 0	100-100-100	96-98-100	91-96-100	84-90-97	38-44-47	15-17-18
			6-11	Silty clay loam	MH, CL, ML	A-7-6	0- 0- 0	0- 0- 0	100-100-100	96-98-100	91-96-100	84-91-99	41-46-53	18-21-24
			11-16	Silty clay, silty clay loam	CL, CH	A-7-6	0- 0- 0	0- 0- 0	100-100-100	95-98-100	89-97-100	83-92-100	46-52-60	26-30-35
			16-41	Silty clay loam, silty clay	CH, CL	A-7-6, A-6	0- 0- 0	0- 0- 1	95-98-100	84-95-98	77-93-98	70-87-98	34-43-55	17-24-32
			41-60	Silty clay loam	CL	A-7-6, A-6	0- 0- 0	0- 0- 2	91-99-100	81-94-98	75-92-98	68-86-97	34-38-46	16-19-26

Engineering Properties–DuPage County, Illinois														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			In				*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*
330A—Peotone silty clay loam, 0 to 2 percent slopes														
Peotone, drained	95	C/D	0-7	Silty clay loam	MH	A-7-6, A-7-5	0- 0- 0	0- 0- 0	100-100-100	94-98-100	90-97-100	87-94-100	50-57-65	22-25-28
			7-27	Silty clay loam, silty clay	CL, MH, CH	A-7-6, A-7-5	0- 0- 0	0- 0- 0	96-100-100	93-98-100	88-97-100	85-94-100	48-56-68	25-28-32
			27-50	Silty clay loam, silty clay	CL, CH	A-7-6	0- 0- 0	0- 0- 1	96-98-100	91-96-100	83-95-100	79-92-99	43-54-61	23-29-33
			50-60	Silty clay loam, silt loam	CH, CL	A-6, A-7-6	0- 0- 0	0- 0- 3	95-98-100	90-95-100	80-93-100	74-86-97	34-44-52	17-24-29
530B—Ozaukee silt loam, 2 to 4 percent slopes														
Ozaukee	94	C	0-4	Silt loam	CL, ML	A-4, A-7-6, A-6	0- 0- 0	0- 0- 1	98-98-100	96-98-100	89-95-100	81-87-96	28-33-43	9-12-18
			4-10	Silt loam	CL	A-6	0- 0- 0	0- 0- 1	98-98-100	96-98-100	90-96-100	85-90-98	27-32-38	11-15-19
			10-21	Clay, silty clay loam, silty clay	CL	A-7-6, A-6	0- 0- 1	0- 1- 4	95-98-100	85-93-98	78-91-98	72-85-98	31-38-48	15-19-25
			21-39	Silty clay loam, silty clay	CL	A-6	0- 1- 2	0- 1- 5	93-97-98	82-92-98	74-89-98	68-83-95	24-31-37	11-15-19
			39-60	Silty clay loam, clay loam	CL	A-4, A-6	0- 1- 2	0- 2- 7	93-95-98	80-91-97	74-88-97	67-80-90	21-26-30	9-12-14

Engineering Properties–DuPage County, Illinois														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			In				*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*
530C2—Ozaukee silt loam, 4 to 6 percent slopes, eroded														
Ozaukee, eroded	96	C	0-7	Silt loam	CL	A-6, A-7-6	0- 0- 0	0- 0- 1	98-98-100	96-98-100	90-95-100	83-88-95	30-35-42	12-14-18
			7-26	Silty clay loam, clay, silty clay	CL	A-7-6, A-6	0- 0- 1	0- 1- 4	95-98-100	85-93-98	78-91-98	72-85-98	31-38-48	15-19-25
			26-37	Silty clay loam, silty clay	CL	A-6	0- 1- 2	0- 1- 5	93-97-98	82-92-98	74-89-98	68-83-95	24-31-37	11-15-19
			37-60	Silty clay loam, clay loam	CL	A-6, A-4	0- 1- 2	0- 2- 7	93-95-98	80-91-97	74-88-97	67-80-90	21-26-30	9-12-14

Data Source Information

Soil Survey Area: DuPage County, Illinois
Survey Area Data: Version 15, Sep 16, 2019

SOIL AND MATERIAL CONSULTANTS, INC.
8 W. COLLEGE DR. • ARLINGTON HEIGHTS, IL 60004 • 847-870-0544 • FAX 847-870-0661

June 23, 2006
File No. 18464

Mr. Thomas McCabe, P.E.
Seton Engineering Service Corp.
19 S. Bothwell Street
Palatine, Illinois 60067-6100

Re: Hill Avenue Reconstruction
Glen Ellyn, Illinois

Dear Mr. McCabe:

We are submitting the results of the geotechnical investigation completed along Hill Avenue from Cumnor Avenue on the south and Golf Avenue on the north in the Village of Glen Ellyn, Illinois.

The investigation was requested to determine current subsurface soil and water conditions at select boring locations. The findings of the field investigation and the results of laboratory testing are intended to assist in the reconstruction of Hill Avenue.

SCOPE OF THE INVESTIGATION

The field investigation included obtaining 3 borings at the locations indicated on the enclosed plan drawing. The boring locations were established using field taping methods and accuracy. Surface elevations were determined using the data presented on the topographic survey.

We auger drilled the borings to depths of 10.0 feet below existing surface elevations. Soil samples were obtained at intervals of 2.5 feet using a split barrel sampler advanced utilizing an automatic SPT hammer. Soil profiles were determined in the field and soil samples returned to our laboratory for additional testing including determination of moisture content. Cohesive soils obtained by split barrel sampling were tested further to determine dry unit weight and unconfined compressive strength. The results of all field determinations and laboratory testing are included in summary with this report.

RESULTS OF THE INVESTIGATION

Enclosed are boring logs indicating the soil conditions encountered at each location. Site surface conditions include pavement materials and fill soil conditions. The fill conditions were encountered at boring 1. Composition of the fill includes the presence of a medium dense clay/silt mixture extending to a depth of 2.0 feet.

Underlying soil conditions include the presence of cohesive soils. These are classified as very tough to hard clay/silt mixtures with lesser portions of sand and gravel. Non-cohesive soils were also encountered and include medium dense silt/clay, silt/sand, sand and sand/gravel mixtures. Cobbles and boulders may be present within the sand/gravel soils at any elevation, although none were encountered while drilling.

SUBGRADE PREPARATION

Subgrade soil preparation should include the removal of unsuitable surface conditions including pavement materials, vegetation, topsoil, weak or unstable soils, and other deleterious conditions which may be encountered. Above grade areas should be cut to design subgrade elevations. Exposed subgrade soils should be leveled, compacted and proof-rolled in the presence of the Soil Engineer. Proof-rolling may reveal areas of unstable soil conditions requiring removal.

Structural fill can be placed on soils prepared to the satisfaction of the Soil Engineer. The fill should be placed in lifts not to exceed 8.0 inches when uncompacted. Each lift should exceed minimum compaction requirements prior to placement of the next lift. We recommend a minimum of 95% compaction based on the standard Proctor test, ASTM D-698, be achieved. A minimum of 90% compaction should be achieved beneath exterior improvements such as pavements and sidewalks. It will be necessary to disc and aerate the soil when high soil moisture content prevents achieving minimum compaction requirements. Compaction requirements also apply to backfill placement within trench excavations located below subgrade supported improvements.

The onsite non-organic soils are generally suitable for reuse as fill. Offsite sources may also be used provided they are approved in advance by the Soil Engineer. The moisture content of fill soils should be within approximately 3.0% of optimum moisture content as determined by the modified Proctor test for the soils to meet or exceed minimum compaction requirements.

CONCLUSION

The information within this report is intended to provide initial information concerning subsurface soil and water conditions on the site. Variations in subsurface conditions are expected to be present between boring locations due to naturally changing soil conditions.

The soils exposed in soil undercut areas should be evaluated for suitability prior to placement of structural fill, as previously indicated in this report. Soils and aggregates placed as structural fill should be tested as the work progresses to verify that minimum compaction requirements have been met.

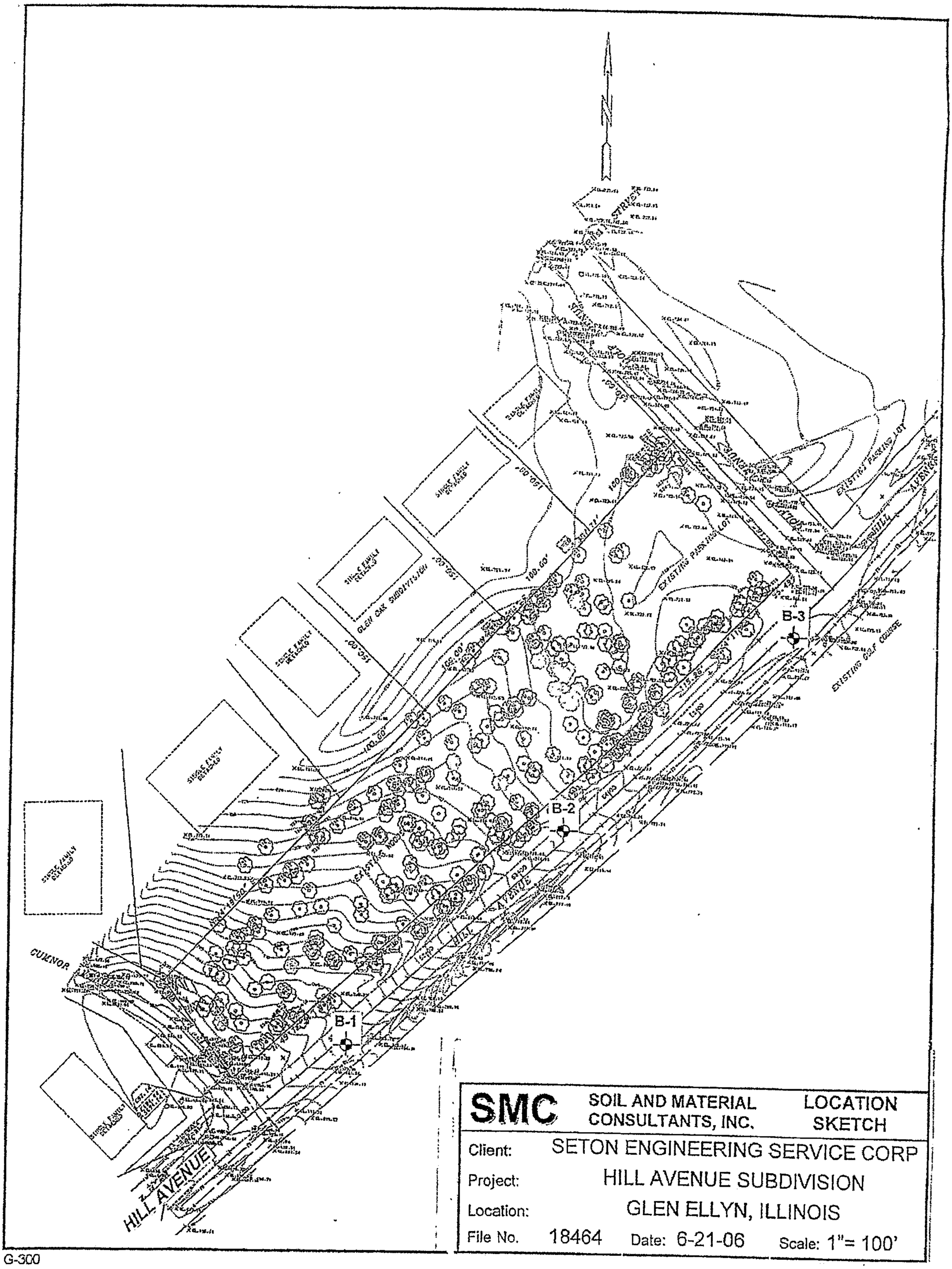
If you have any questions concerning the findings or recommendations presented in this report, please let me know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Gerald J. Kissner, P.E.
President

GJK:dl
Enc.



SMC	SOIL AND MATERIAL CONSULTANTS, INC.	LOCATION SKETCH

Client: SETON ENGINEERING SERVICE CORP

Project: HILL AVENUE SUBDIVISION

Location: GLEN ELLYN, ILLINOIS

File No. 18464 Date: 6-21-06 Scale: 1"= 100'

G-300

SOIL AND MATERIAL CONSULTANTS, INC.
Arlington Heights, Illinois (847) 870-0544

SOIL BORING LOG 1

Logged By: DA Page: 1 of 1

File No. 18464 Date Drilled: 6/21/06

Client: Seton Engineering Service Corp.

Reference: Hill Avenue Subdivision
Glen Ellyn, IL

Comments: Sta. 51+00, East of CL

Equipment: ☒ CME 45B ☐ CME 55 ☐ Hand Auger ☐ Other

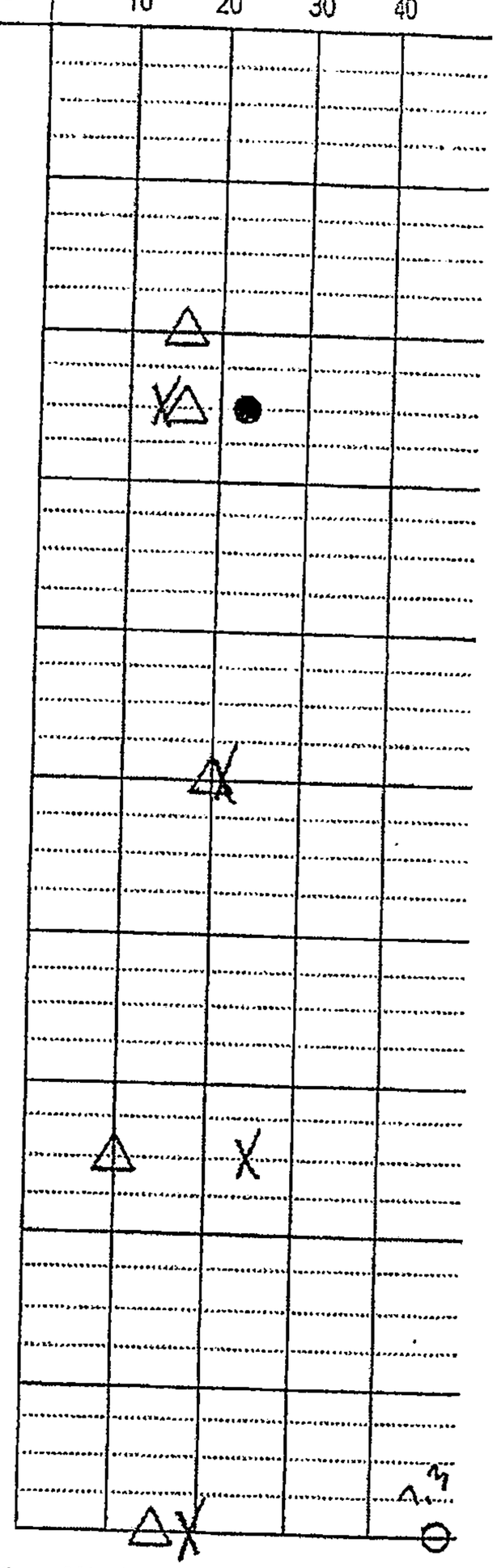
Elevation 703.5' Existing Surface

depth, ft.	CLASSIFICATION	standard penetration ×	moisture content △	dry unit weight lbs./cu.ft. ɣ	unconfined compressive strength ○
	Asphalt - 10.5"				
1	Brown clay & silt,some sand & gravel, damp,medium dense - Fill				
2	701.5'		17.4		
3	Dark brown to brown clay,some silt, trace sand & gravel,damp,very tough	13	17.1		
	700.0'				
4	Brown silt,some clay,trace sand & gravel,damp,medium dense				
5	698.0'	22	19.9		
6	Brown fine-meidum sand & gravel,some coarse sand,trace silt,damp,medium dense				
7		25	10.4		
8	695.0'				
9	Brown clay,some silt,trace sand & gravel,damp,hard				
10	693.5'	19	14.6	133.7	7.3

End of Boring

○ unconfined compressive strength, tons/sq.ft.
● penetrometer reading, tons/sq.ft.
1.0 2.0 3.0 4.0

× standard penetration "N", blows/ft.
△ moisture content, %
10 20 30 40



Water encountered at dry feet during drilling operations (W.D.).
Water recorded at dry feet on completion of drilling operations (A.D.).
Water recorded at feet hours after completion of drilling operations (A.D.).

SOIL AND MATERIAL CONSULTANTS, INC.
Arlington Heights, Illinois (847) 870-0544

SOIL BORING LOG 2

Logged By: DA

Client: Seton Engineering Service Corp.

File No. 18464 Date Drilled: 6/21/06

Reference: Hill Avenue Subdivision
Glen Ellyn, IL

Comments: Sta. 53+50, West of CL

Equipment: ☒ CME 458 ☐ CME 55 ☐ Hand Auger ☐ Other

○ unconfined compressive strength, tons/sq.ft.
● penetrometer reading, tons/sq.ft.
1.0 2.0 3.0 4.0

× standard penetration "N", blows/ft.
△ moisture content, %
10 20 30 40

depth, ft.	CLASSIFICATION Elevation 718.5' Existing Surface	standard penetration ×	moisture content △	dry unit weight lbs./cu.ft.	unconfined compressive strength ○
	Asphalt - 10.0"				
1	Brown clay, some silt, trace sand & gravel, damp, very tough				
2					
3		14	25.2	99.2	2.9
	715.0'				
4	Brown fine-medium sand, some coarse sand & gravel, trace silt, damp, medium dense				
5		17	10.4		
	713.0'				
6	Brown silt, some clay, trace sand & gravel, damp, medium dense				
	712.0'				
7	Brown fine-medium sand, some coarse sand & gravel, trace silt, damp-very damp, medium dense		12.3		
8		15	10.5		
9	▽				
10	708.5'	18	11.8		

End of Boring

Water encountered at 9.0 feet during drilling operations (W.D.).
Water recorded at 9.0 feet on completion of drilling operations (A.D.).
Water recorded at feet hours after completion of drilling operations (A.D.).

SOIL AND MATERIAL CONSULTANTS, INC.
Arlington Heights, Illinois (847) 870-0544

SOIL BORING LOG 3

Logged By: DA Page: 1 of 1

File No. 18464 Date Drilled: 6/21/06

Client: Seton Engineering Service Corp.

Reference: Hill Avenue Subdivision
Glen Ellyn, IL

Comments: Ata. 55+95, East of CL

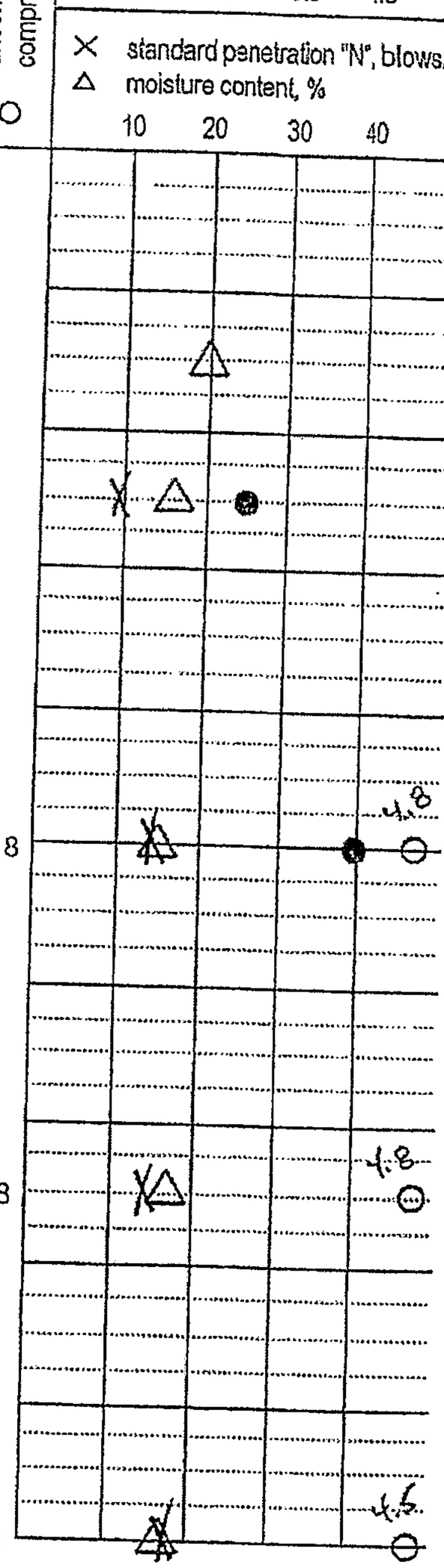
Equipment: ☒ CME 45B ☐ CME 55 ☐ Hand Auger ☐ Other

○ unconfined compressive strength, tons/sq.ft.
● penetrometer reading, tons/sq.ft.
1.0 2.0 3.0 4.0

× standard penetration "N", blows/ft.
△ moisture content, %
10 20 30 40

depth, ft.	CLASSIFICATION Elevation 722.5' Existing Surface	standard penetration ×	moisture content △	dry unit weight lbs./cu.ft. ɣ	unconfined compressive strength ○
	Asphalt - 9.0"				
1	Base - limestone,damp -				
	Dark brown silt,some clay,trace sand, 721.0' damp,loose				
			19.5		
2	Brown clay,some silt,trace sand & gravel,damp,very tough to hard				
		9	15.6		
3					
4					
5		14	15.4	120.8	4.8
6					
7		14	17.9	115.4	4.8
8					
9					
10	712.5'	17	17.0	115.7	4.5

End of Boring



Water encountered at dry feet during drilling operations (W.D.).
Water recorded at dry feet on completion of drilling operations (A.D.).
Water recorded at feet hours after completion of drilling operations (A.D.).

SOIL AND MATERIAL CONSULTANTS, INC.

General Notes

SAMPLE CLASSIFICATION

Soil sample classification is based on the Unified Soil Classification System, the Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), ASTM D-2488, the Standard Test Method for Classification of Soils for Engineering Purposes, ASTM D-2487(when applicable), and the modifiers noted below.

CONSISTENCY OF COHESIVE SOILS

Term	Qu -tons/sq. ft.	N (unreliable)
Very Soft	0.00 - 0.25	0 - 2
Soft	0.26 - 0.49	3 - 4
Stiff	0.50 - 0.99	5 - 8
Tough	1.00 - 1.99	9 - 15
Very Tough	2.00 - 3.99	16 - 30
Hard	4.00 - 7.99	30 +
Very Hard	8.00 +	

RELATIVE DENSITY OF GRANULAR SOILS

Term	N - blows/foot
Very Loose	0 - 4
Loose	5 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50 +

IDENTIFICATION AND TERMINOLOGY

Term		Size Range
Boulder		over 8 in.
Cobble		3 in. to 8 in.
Gravel	-coarse	1 in. to 3 in.
	-medium	3/8 in. to 1 in.
	-fine	#4 sieve to 3/8 in.
Sand	-coarse	#10 sieve to #4 sieve
	-medium	#40 sieve to #10 sieve
	-fine	#200 sieve to #40 sieve
Silt		0.002 mm to #200 sieve
Clay		smaller than 0.002 mm

Modifying Term	Percent by Weight
Trace	1 - 10
Little	11 - 20
Some	21 - 35
And	36 - 50

Moisture Condition

Dry
Damp
Very Damp
Saturated

DRILLING, SAMPLING & SOIL PROPERTY SYMBOLS

CF - Continuous Flight Auger
HS - Hollow Stem Auger
HA - Hand Auger
RD - Rotary Drilling
AX - Rock Core, 1-3/16 in. diameter
BX - Rock Core, 1-5/8 in. diameter
NX - Rock Core, 2-1/8 in. diameter
S - Sample Number
T - Type of Sample
J - Jar
AS - Auger Sample
SS - Split-spoon (2 in. O.D. with 1-3/8 in. I.D.)
ST - Shelby Tube (2 in. O.D. with 1-7/8 in. I.D.)
R - Recovery Length, in.
B - Blows/ 6 in. interval, Standard Penetration Test (SPT)
N - Blows/ foot to drive 2 in. O.D. split-spoon sampler with 140 lb. hammer falling 30 in., (STP)
Pen. - Pocket Penetrometer reading, tons/ sq. ft.
W - Water Content, % of dry weight
Uw - Dry Unit Weight of soil, lbs./ cu. ft.
Qu - Unconfined Compressive Strength, tons/ sq. ft.
Str - % Strain at Qu.
WL - Water Level
WD - While Drilling
AD - After Drilling
DCI - Dry Cave-in
WCI - Wet Cave-in
LL - Liquid Limit, %
PL - Plastic limit, %
PI - Plasticity Index (LL-PL)
LI - Liquidity Index [(W-PL)/PI]

ENGINEERING
RESOURCE ASSOCIATES

ENGINEERS | SCIENTISTS | SURVEYORS

www.eraconsultants.com

3S701 West Ave.
Warrenville, Illinois 60555

phone 630.393.3060
fax 630.393.2152

PROJECT: Glen Estates
LOCATION: Glen Ellyn, IL
PROJECT #: 150106.00

BY: TF
DATE: 06/14/2021
REVISED:

ENGINEER'S OPINION OF PROBABLE COST FOR PUBLIC IMPROVEMENTS

EARTHWORK & EROSION CONTROL	QUANTITY	UNIT	UNIT COST	TOTAL COST
Mobilization	1	LUMP	$10,000.00	$10,000.00
Topsoil Stripping 12" Depth & Placement	10,133	S.Y.	$4.00	$40,533.33
Concrete Washout	1	EACH	$600.00	$600.00
Portable Toilet	1	EACH	$1,000.00	$1,000.00
Earth Excavation	13,500	C.Y.	$7.00	$94,500.00
Silt Fence	3,055	L.F.	$3.00	$9,165.00
6" Topsoil Respread and Seed (Disturbed Areas)	9,723	S.Y.	$3.50	$34,031.67
Ditch Checks	3	EACH	$200.00	$600.00
Erosion Control Blanket	440	S.Y.	$2.00	$880.00
Inlet Protection ("Catch-All")	20	EACH	$200.00	$4,000.00
Construction Entrance	1	EACH	$1,200.00	$1,200.00
			SUBTOTAL =	$196,510.00

PAVEMENT (NOT INCLUDING HILL AVENUE)	QUANTITY	UNIT	UNIT COST	TOTAL COST
Curb & Gutter	634	L.F.	$25.00	$15,850.00
Asphalt Driveway, 4.5" Full Depth	410	S.Y.	$25.00	$10,250.00
Driveway Stone	410	S.Y.	$7.00	$2,870.00
Driveway Apron, Concrete 6" (w/4" Agg. Base)	2,470	S.F.	$75.00	$185,250.00
Pavement Striping	1	LUMP	$1,500.00	$1,500.00
Roadway Pavement				
Roadway Excavation	910	S.Y.	$10.00	$9,100.00
8" Aggregate Base Course, CA-6	734	S.Y.	$10.00	$7,335.56
2" Hot Mix Asphalt Binder Course, Class 1, Mix "D", N30	734	S.Y.	$9.00	$6,602.00
4.25" Hot Mix Asphalt Surface Course, Class 1, IL-19.0L, N30	734	S.Y.	$20.00	$14,671.11
Bituminous Tack Coat (0.1 Gal./S.Y.)	73	GAL	$5.00	$366.78
Bituminous Prime Coat (0.2 Gal./S.Y.)	147	GAL	$5.00	$733.56
Sidewalk				
Sidewalk Removal	370	S.F.	$3.50	$1,295.00
5" Portland Cement Concrete (w/ 4" Agg. Base)	4,480	S.F.	$7.00	$31,360.00
Composite Material Detectable Warning Plate	5	EACH	$300.00	$1,500.00
Crosswalk Striping	3	EACH	$750.00	$2,250.00
			SUBTOTAL =	$290,934.00

STORM SEWER	QUANTITY	UNIT	UNIT COST	TOTAL COST
12" PVC C900	81	L.F.	$35.00	$2,835.00
15" PVC C900	169	L.F.	$40.00	$6,760.00
18" PVC C900	76	L.F.	$45.00	$3,420.00
12" PVC SDR 26	587	L.F.	$30.00	$17,610.00
15" PVC SDR 26	124	L.F.	$35.00	$4,340.00
18" PVC SDR 26	279	L.F.	$40.00	$11,160.00
21" PVC SDR 26	164	L.F.	$50.00	$8,200.00
27" PVC SDR 26	58	L.F.	$60.00	$3,480.00
Flared End Section, 27" w/ grate	1	EACH	$1,500.00	$1,500.00
Inlet. Type C - 48" w/ grate	6	EACH	$1,400.00	$8,400.00
Manhole, Type A - 48" Dia.	11	EACH	$1,600.00	$17,600.00
Structure, Special w/ 4'x4' Grate	1	EACH	$3,000.00	$3,000.00
Trench Backfill	400	C.Y.	$25.00	$10,000.00
Overflow Weir	1	EACH	$1,200.00	$1,200.00
Connect to Existing	2	EACH	$1,500.00	$3,000.00
			SUBTOTAL =	$102,505.00

ENGINEERING
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www.eraconsultants.com

3S701 West Ave.
Warrenville, Illinois 60555

phone 630.393.3060
fax 630.393.2152

PROJECT: Glen Estates
LOCATION: Glen Ellyn, IL
PROJECT #: 150106.00

BY: TF
DATE: 06/14/2021
REVISED:

ENGINEER'S OPINION OF PROBABLE COST FOR PUBLIC IMPROVEMENTS

SANITARY SEWER	QUANTITY	UNIT	UNIT COST	TOTAL COST
6" PVC C900 Sanitary Sewer Service	210	L.F.	$20.00	$4,200.00
8" PVC SDR-26 Sanitary Sewer Main	604	L.F.	$27.00	$16,308.00
Sanitary Manhole, 48" Diameter	3	EACH	$2,200.00	$6,600.00
Trench Backfill	550	C.Y.	$25.00	$13,750.00
			SUBTOTAL =	$40,858.00

WATER MAIN/SERVICE	QUANTITY	UNIT	UNIT COST	TOTAL COST
Water Service with Tap	318	L.F.	$40.00	$12,720.00
1.5" Diameter B-Box	7	EACH	$500.00	$3,500.00
Fire Hydrant w/ Auxiliary Valve	1	EACH	$2,000.00	$2,000.00
			SUBTOTAL =	$18,220.00

MISCELLANEOUS	QUANTITY	UNIT	UNIT COST	TOTAL COST
Engineering Inspection	1	LUMP	$35,000.00	$35,000.00
Tree Removal	1	LUMP	$75,000.00	$75,000.00
Removal of Existing Roadway	3,020	SY	$15.00	$45,300.00
Tree Planting	1	LUMP	$7,500.00	$7,500.00
Driveway to be Removed and Replaced	1	LUMP	$2,000.00	$2,000.00
Undergrounding of Overhead Utilities	1	LUMP	$25,000.00	$25,000.00
Remove, Store, and Re-Erect Signs	2	EACH	$500.00	$1,000.00
Retention Basin				
Seeding and Maintenance	1	Lump	$15,000.00	$15,000.00
Rock Outlet Protection	15	S.Y	$50.00	$750.00
			RETENTION BASIN SUBTOTAL =	$15,750.00
Traffic Signs				
Stop Signs	4	EACH	$500.00	$2,000.00
			TRAFFIC SIGNS SUBTOTAL =	$2,000.00
Electrical				
Electrical Utility	840	L.F.	$20.00	$16,800.00
Light Pole	3	EACH	$7,500.00	$22,500.00
			ELECTRICAL SUBTOTAL =	$39,300.00
			SUBTOTAL =	$247,850.00

HILL AVENUE ROADWAY CONSTRUCTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Roadway Excavation	2,510	S.Y.	$10.00	$25,100.00
12" Aggregate Base Course, CA-6	2,310	S.Y.	$15.00	$34,650.00
PCC Full Depth Pavement, 8"	2,310	S.Y.	$90.00	$207,900.00
Curb & Gutter	1,676	L.F.	$25.00	$41,900.00
Pavement Striping	1	LUMP	$2,000.00	$2,000.00
Inlet. Type C - 48" w/ grate	5	EACH	$1,400.00	$7,000.00
12" PVC SDR 26	87	L.F.	$30.00	$2,610.00
12" PVC C900	19	L.F.	$35.00	$665.00
			Hill Avenue Roadway Construction Sub-Total =	$321,825.00

*As the area will be plugged it is likely that the site will meet the performance criteria early. In the event that the site meets the third-year performance criteria in year one or two, early sign off may be requested and further management and monitoring may not be required.

TOTAL = $1,218,702.00

10% CONTINGENCY FOR LOC = $121,870.20

TOTAL LETTER OF CREDIT = $1,340,572.20

Exhibit "H"

MAINTENANCE AND MONITORING

Site preparation:
All planting will occur in on-site soil. Compacted areas caused by initial construction equipment shall be disked or loosened. All clumps, stones, and debris shall be removed and disposed of legally off-site. The top 2" of the soil shall be raked prior to seeding within the planting areas.

Weed Control Prior to Planting:
The work shall consist of mechanical and chemical control activities to kill and remove all non-native weeds within the restoration planting area prior to plant installation. This work may only be performed with the approval and/or at the direction of the engineer. Aquatic Glyphosate shall be used to perform weed control. Ninety five percent (95%) kill of these species within the restoration planting zones is required prior to any planting.

This phasing of weed control shall be completed in sufficient time to allow evidence of an adequate kill to be present prior to seeding and plug installation and shall be timed so that non-native and weedy plants do not have excess time to reemerge prior to completion of seeding and planting of the specific phase. If the contractor does not achieve a ninety-five (95%) kill or reemerge of non-native and weedy plant species occurs prior to completion of plug planting in any phase the contractor shall repeat the prescribed activities as necessary to meet performance standards, at no additional cost to the contract. The re-treatment(s) shall occur within a time period agreeable to the engineer, using methods and materials agreeable to the engineer.

Planting Plan:
The seed mix will be seeded and matted with 100% biodegradable soil erosion control blanket throughout the vegetation enhancement areas and temporary impact areas to prevent erosion. All seeding shall be hand broadcast. The seed will be lightly raked in, rolled, and watered.

The proposed species, specifications, seeding rates, and plugging rates for the planting areas are provided in the following tables:

Low-Profile Wet Prairie		
Scientific Name	Common Name	Oz/Ac
Grasses, Sedges, & Rushes		
Calamagrostis canadensis	Blue Joint Grass	1
Carex annectens	Yellow Sedge	2
Carex bebbii	Bebb's Sedge	4
Carex bicknellii	Bicknells Oval Sedge	3
Carex molesta	Troublesome Sedge	4
Carex normalis	Normal Sedge	0.25
Carex scoparia	Pointed Broom Sedge	8
Carex vulpinoidea	Fox Sedge	4
Elymus canadensis	Canada Wild Rye	10
Elymus riparius	Riverbank Rye	10

Elymus virginicus	Virginia Wild Rye	10
Glyceria striata	Fowl Manna Grass	1
Juncis tenuis	Path Rush	1
Juncis torreyi	Torrey's Rush	0.5
Leersia oryzoides	Rice Cutgrass	0.5
Panicum virgatum	Switchgrass	0.5
Poa palustris	Marsh Bluegrass	2
Schizachyrium scoparium	Little Bluestem	32
Scirpus atrovirens	Dark Green bulrush	8
Sporobolus heterolepis	Prairie Dropseed	8
	TOTAL	**109.75**
Forbs		
Asclepias incarnata	Swamp Milkweed	2
Chamaechrista fasciculata	Partridge Pea	3
Dalea purpurea	Purple Prairie Clover	4
Eupatorium perfoliatum	Boneset	0.5
Hypericum ascyron	Great St. John's Wort	4
Iris virginica shrevei	Blue Flag	4
Liatris pycnostachia	Prairie Blazingstar	5
Listris spicata	Marsh Blazingstar	3
Lobelia siphilitica	Great Blue Lobelia	0.5
Mimulus ringens	Monkeyflower	0.5
Oligoneuron ridellii	Riddell's Godenrod	2
Oligoneuron rigidum	Stiff Goldenrod	2
Parthenium intergrifolium	Wild Quinine	2
Physostegia virginiana	Obedient Plant	2
Pycnanthemum virginianum	Mountain Mint	1
Ratibida pinnata	Grey Coneflower	4
Rudbeckia hirta	Black-eyed Susan	4
Silphium laciniatum	Compass Plant	3
Symphyotrichum laeve	Smooth Blue Aster	1
Symphyotrichum novae-angliae	New England Aster	1
Verbena hastata	Blue Vervain	8
Vernonia fasciculata	Prairie Ironweed	2
Veronicastrum virginicum	Culvers Physic	1
Zizia aurea	Golden Alexander	2
	TOTAL	**61.5**

Tree Planting List			
Scientific Name	**Common Name**	**Size**	**Qty.**
Quercus macrocarpa	Bur Oak	2.5"	5
Quercus bicolor	Swamp White Oak	2.5"	5
Carya ovata	Shagbark Hickory	2.5"	3
Plantanus acerifolia x occidentalis 'Exclamation'	'Exclamation' London Plane Tree	2.5"	3
Cercis canadensis	Eastern Redbud	2.5"	3
		TOTAL	19

* All nurseries' mixes are subject to availability and may change prior to the proposed planting schedule. Any changes to this mix will be provided to the Village for approval prior to seeding.

Monitoring and Maintenance Plan:
The plantings shall be inspected at least once a year for a three-year term, or until compliance with the following performance criteria has been met. Vegetation monitoring will occur by a meander survey. The purpose of the monitoring is to determine the effectiveness of the restoration and recommend changes in management if failing. A monitoring report will be provided to the Village by January 31st following each inspection. The report will include the site location, permit number, monitoring methodology, a summary relative to the proposed performance standards, maintenance performed during that year and recommend changes in management if the plantings are failing, and representative photographs of each planting area. Areas which do not meet the establishment standards as determined by the County shall be replanted or a remedial action plan will be submitted for approval at developer's/owner's expense.

Performance Standards:

1. First year: 90% coverage of the cover crop shall be established within the first three months. There shall be no bare areas greater than 0.2 square meters. Native selected seeded plants must comprise at least 10% aerial coverage. None of the three dominant species shall be invasive or non-native (Cover crop is allowed for the first growing season).
2. Second year: At least 25% of the species present shall be native/non-invasive or those of what was planted in the above list. There shall be no bare areas greater than 1 square meter. None of the three dominant species may be invasive or non-native.
3. Third year: By the final year of monitoring, the project site must contain 80% native vegetation and 75% cover native plants from the selected seed mix, and no bare areas larger than 1 square meter. The site shall have a native Floristic Quality Index value of 20 or greater and a Coefficient of Conservatism of 3.5 or greater. None of the three most dominant species shall be invasive or non-native.

Invasive and non-native species, and woody plant species not specified as part of the planting plan, shall be controlled by appropriate management practices of the approved plan. Invasive species for the purposes of this project include, but are not limited to the following:

- *Ambrosia sp.* Ragweed
- *Cirsium arvense* Canada Thistle
- *Dipsacus sp.* Teasel
- *Lonicera maackii* Amur Honeysuckle
- *Lythrum salicaria* Purple Loosestrife
- *Melilotus sp.* Sweet Clover
- *Phalaris arundinacea* Reed Canary Grass
- *Phragmites australis* Giant Reed
- *Polygonum cuspidatum (Fallopia japonica)* Japanese Knotweed
- *Rhamnus cathartica or frangula* Buckthorn

Maintenance Procedures:

Debris Removal:

All debris shall be removed, via non-invasive methods, from within the special management area during the initial maintenance period and subsequently dependent on arrival of new debris.

Herbicide Application: Prior to introduction of any native seeding or planting, preliminary herbicide application is to be conducted to eliminate any existing weedy species within the wetland and buffer area, thus giving the native seed and plugs the best chance of establishment. Following introduction of native plantings and seed, selective herbiciding to control invasive species is proposed twice yearly. A certified and licensed pesticide applicator shall select herbicide, which is designated for use adjacent to wetlands, and shall apply the herbicide by the appropriate method, to prevent killing of desirable native species.

Prescribed Burning: If possible, a prescribed burn is suggested every other late fall/early spring following the 3rd year within the planted areas dependent on the presence of fuel and root establishment. Controlled burns are essential for even germination, establishment of deep root systems, and maintenance of non-native invasive species. Water should be sprayed around young woody plantings prior to controlled burns to ensure they are not damaged by fire before they grow large enough to establish.

Maintenance and Monitoring Schedule:

SCHEDULE	***DESCRIPTION***
Installation	
Summer/Fall '22	Preliminary weed control, Install Cover Crop, Native Seed, Plugs, and woody plantings Install S75BN Sediment & Erosion Control Blanket
1st Year Maintenance	
Spring/Summer '22 Summer '22	Apply chemicals to invasive weeds throughout growing season Monitoring (Report to be submitted by Jan. 31st)
2nd Year Maintenance	
Spring/Summer '23 Summer '23	Apply chemical to invasives throughout growing season Monitoring (Report to be submitted by Jan. 31st)
3rd Year Maintenance	
Spring/Summer '24	Apply chemical to invasives throughout growing season

Summer '24	Monitoring (Report to be submitted by Jan. 31st)
Fall '24/Spring '25	Conduct prescribed burn in planted areas

*The above maintenance procedures were established at the time of the submittal. The maintenance schedule does not account for permitting and construction length.

Long Term Maintenance: Mowing, whip weeding, and selective herbiciding should take place on an as-needed basis. Prescribed burns are suggested every other year to maintain the proposed enhancement areas. Without maintenance procedures to combat non-native species, native areas often become overrun by invasive weeds. It is important to note that any native area that has been neglected of proper maintenance may not be aesthetically pleasing.

Long term maintenance in addition to the installation of the above referenced plantings is the responsibility of the Owner.

CERTIFICATION

I, Caren Cosby, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is a true and correct copy of Ordinance No. 6981, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Regular Meeting of said Board held on the 26th day of September, 2022, and that the same was signed and approved by the President of said Village on the 26th day of September, 2022.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 26th day of September, 2022.

Penni Connors

Village Clerk, Deputy

CORPORATE SEAL

P.I.N.: 05-12-315-008

FINAL PLAT OF SUBDIVISION

GLEN ESTATES

PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS

Kathleen V. Carrier
DuPage County Recorder | of |

R2022-100604

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, ILLINOIS 60137

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES, AND I HEREBY ALSO RESERVE FOR THAT COMPANY OR COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OR OTHER ENTITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH IS ATTACHED HERETO. THIS IS TO CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREIN AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT EACH OF THE SUBJECT LOTS LIE WHOLLY WITHIN SCHOOL DISTRICT 41, SCHOOL DISTRICT 87 AND DUPAGE COUNTY COMMUNITY COLLEGE DISTRICT 502.

Patrick Murphy
141 Glen Oak Drive Glen Ellyn, Illinois 60137
(ADDRESS)

DATED THIS 12th DAY OF October A.D. 20 22

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, Mayte N. Bautista, A NOTARY PUBLIC IN AND FOR SAID COUNTY,

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Patrick Murphy PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 12th DAY OF October, A.D. 2022

NOTARY PUBLIC

MAYTE N BAUTISTA-ALMORA
Official Seal
Notary Public - State of Illinois
My Commission Expires May 13, 2025

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, Jean Kaczmarek, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE

COUNTY, ILLINOIS, THIS 4th DAY OF October A.D. 2022

Jean Kaczmarek
COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, LARRY NOLLER, VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS 4th DAY OF NOVEMBER A.D. 2022

VILLAGE COLLECTOR

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS 4th DAY OF October, 2022

SIGNED _____
PRESIDENT

ATTEST Henri Lamura
PRESIDENT CLERK Deputy

I, BRENDA ADCOCK, VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT

ITS MEETING HELD ON November 1st, A.D. 2022 IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS 26th DAY OF OCTOBER, 2022

SIGNED _____
CHAIRMAN

ATTEST _____
RECORDING SECRETARY

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS, DOMESTIC WATER AND SANITARY

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, Richard Dawbert, VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, INSOFAR AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH.

I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS COVERING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER THE JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON THE ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION.

I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS 25th DAY OF October, A.D. 2022

VILLAGE ENGINEER

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM – EAST ZONE (NAD 83).
2. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
3. ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. LOTS 1–7 IN GLEN ESTATES ARE ZONED R–2 SINGLE FAMILY RESIDENTIAL.
7. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.
8. THE DRIVEWAY APRONS AND SIDEWALK WITHIN THE SUBJECT PROPERTY ACCUMULATE TO 6,216 S.F. OF IMPERVIOUS. THE NET DIFFERENCE OF IMPERVIOUS AREA BETWEEN THE EXISTING AND PROPOSED ROADWAY RESULTS IN AN INCREASE OF 1,540 SQUARE FEET. THESE AREAS HAS BEEN SUBTRACTED FROM THE ALLOWABLE 25,000 S.F. LEAVING 17,244 S.F. FOR THE 7 LOTS, RESULTING IN AN ALLOWABLE 2,463 SQUARE FEET MAXIMUM IMPERVIOUS ON EACH LOT.
9. STORM SEWERS ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNER ASSOCIATION, NOT THE VILLAGE OF GLEN ELLYN.

SURFACE WATER DRAINAGE CERTIFICATE

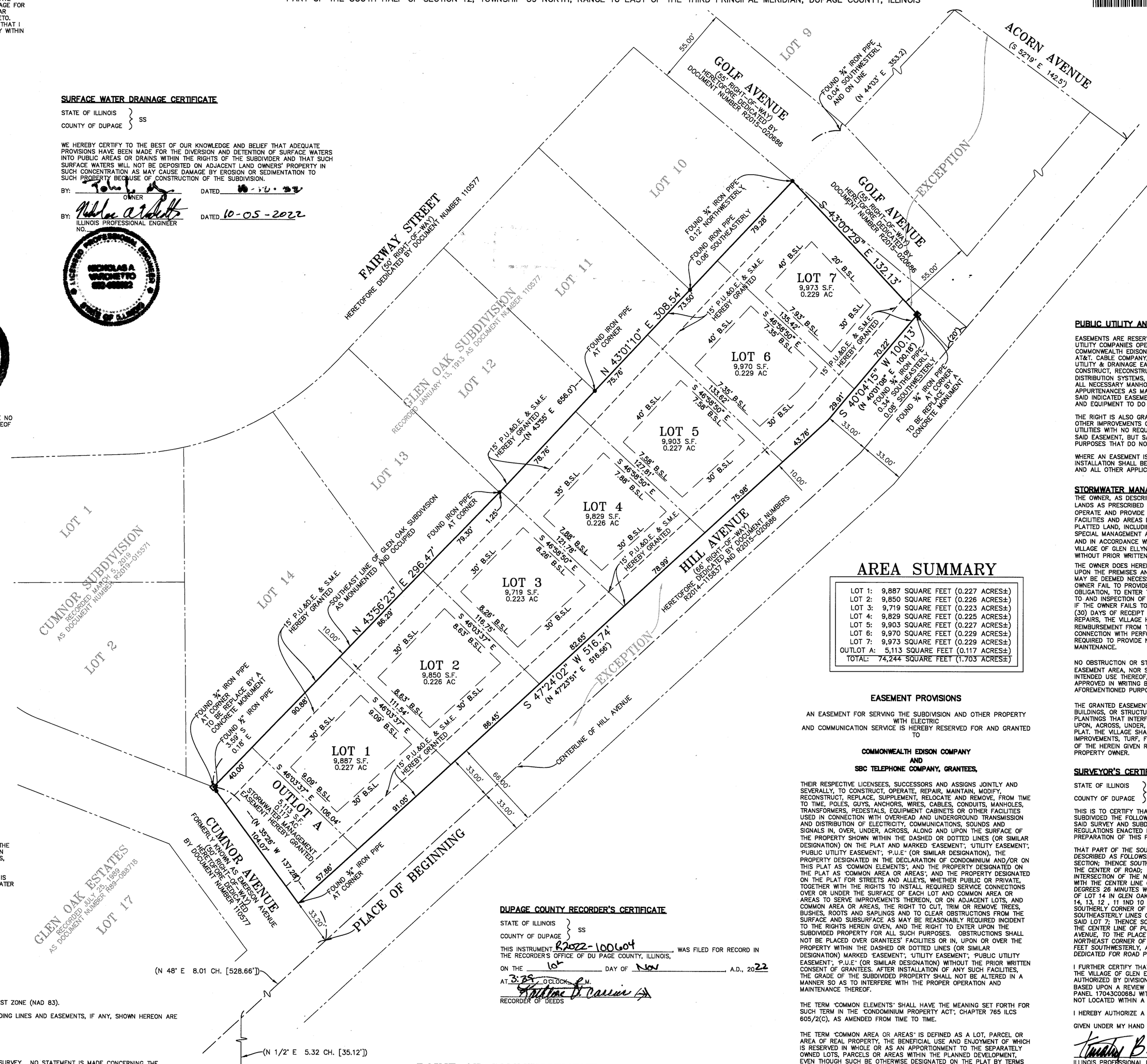
STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS' PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____ OWNER DATED 10-10-22

BY: _____ ILLINOIS PROFESSIONAL ENGINEER NO. _____ DATED 10-05-2022

NICHOLAS A. VARCHETTO
ILLINOIS PROFESSIONAL ENGINEER
NO. 062-056512



DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS INSTRUMENT, R2022-100604 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS,

ON THE 10 DAY OF Nov A.D., 2022

AT 3:35 O'CLOCK P.M.

RECORDER OF DEEDS

LEGEND

- EX. PROPERTY LINE
- EX. LOT LINE
- EX. EASEMENT LINE
- EX. BUILDING LINE
- EX. CENTER LINE
- FOUND IRON PIPE OR ROD
- CONCRETE MONUMENT

ABBREVIATIONS

A	ARC LENGTH
B.S.L.	BUILDING SETBACK LINE
CH	CHORD
DOC.	DOCUMENT
E	EAST
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
N	NORTH
P.U.&D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
R	RADIUS
R.O.W.	RIGHT OF WAY
S	SOUTH
S.M.E.	STORMWATER MANAGEMENT EASEMENT
W	WEST
(XXX.XX)	RECORD INFORMATION
[XXX.XX]	CALCULATED INFORMATION
XXX.XX	MEASURED INFORMATION

AREA SUMMARY

LOT 1:	9,887 SQUARE FEET (0.227 ACRES±)
LOT 2:	9,850 SQUARE FEET (0.226 ACRES±)
LOT 3:	9,719 SQUARE FEET (0.223 ACRES±)
LOT 4:	9,829 SQUARE FEET (0.225 ACRES±)
LOT 5:	9,903 SQUARE FEET (0.227 ACRES±)
LOT 6:	9,970 SQUARE FEET (0.229 ACRES±)
LOT 7:	9,973 SQUARE FEET (0.229 ACRES±)
OUTLOT A:	5,113 SQUARE FEET (0.117 ACRES±)
TOTAL:	74,244 SQUARE FEET (1.703 ACRES±)

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY AND SBC TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED 'EASEMENT', 'UTILITY EASEMENT', 'PUBLIC UTILITY EASEMENT', 'P.U.E' (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS 'COMMON ELEMENTS'; AND THE PROPERTY DESIGNATED ON THE PLAT AS 'COMMON AREA OR AREAS'; AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED 'EASEMENT', 'UTILITY EASEMENT', 'PUBLIC UTILITY EASEMENT', 'P.U.E' (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM 'COMMON ELEMENTS' SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE 'CONDOMINIUM PROPERTY ACT'; CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM 'COMMON AREA OR AREAS' IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS 'OUTLOTS', 'COMMON ELEMENTS', 'OPEN SPACE', 'OPEN AREA', 'COMMON GROUND', 'PARKING' AND 'COMMON AREA'. THE TERM 'COMMON AREA OR AREAS', AND 'COMMON ELEMENTS' INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GLEN ELLYN ("VILLAGE")AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING BUT NOT LIMITED TO: COMMONWEALTH EDISON COMPANY, NICOR GAS COMPANY, WIDE OPEN WEST, ILLINOIS BELL TELEPHONE COMPANY DBA AT&T, CABLE COMPANY, CAOMCAST, AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL THE AREAS MARKED "PUBLIC UTILITY & DRAINAGE EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, SURVEY, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING WATER MAINS, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, PLANTS, FENCES PAVEMENT OR OTHER IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES WITH NO REQUIREMENT TO RESTORE BY THE VILLAGE. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED AT THE OWNER'S RISK FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

WHERE AN EASEMENT IS USED FOR BOTH VILLAGE MAINS AND SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES, CODE, AND REGULATIONS OF THE VILLAGE OF GLEN ELLYN AND ALL OTHER APPLICABLE LAWS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

THE OWNER, AS DESCRIBED IN THE OWNER'S CERTIFICATE, AND ITS SUCCESSORS AND ASSIGNS (THE 'OWNER') OF THE LANDS AS PRESCRIBED BY THIS PLAT DOES HEREBY AGREE TO INSTALL CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND PROVIDE LONG–TERM MAINTENANCE (THE 'MAINTENANCE OBLIGATIONS') FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS DESCRIBED HEREIN AND HEREON IDENTIFIED AS 'STORMWATER MANAGEMENT EASEMENT' WITHIN THE PLATTED LAND, INCLUDING BUT NOT LIMITED TO PERMEABLE PAVEMENT, DETENTION PONDS, WETLANDS, FLOODPLAINS, SPECIAL MANAGEMENT AREAS, STORM SEWERS, DRAINAGE DITCHES AND SWALE, AS OUTLINED IN THE STORMWATER REPORT AND IN ACCORDANCE WITH VILLAGE OF GLEN ELLYN'S ORDINANCES AND THE FINAL ENGINEERING PLANS APPROVED BY THE VILLAGE OF GLEN ELLYN. NO CHANGE TO GRADE, TOPOGRAPHY, OR STORMWATER MANAGEMENT AREAS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE.

THE OWNER DOES HEREBY RESERVE FOR AND GRANT TO THE VILLAGE OF GLEN ELLYN, A PERMANENT EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL, AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING AFOREMENTIONED MAINTENANCE OBLIGATIONS SHOULD THE OWNER FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATION. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT AREAS. IF THE OWNER FAILS TO PERFORM ITS MAINTENANCE OBLIGATIONS WITH RESPECT TO SAID FACILITIES, AND AFTER THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE VILLAGE OF SAID FAILURE THE OWNER FAILS TO MAKE THE REQUIRED REPAIRS, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS AND TO SEEK REIMBURSEMENT FROM THE OWNER, AND/OR FILE A LIEN ON THE PROPERTY FOR THE COSTS INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE, IN AN EMERGENCY SITUATION. THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNER PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE.

NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED OVER SAID EASEMENT AREA, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT REASONABLY INTERFERE WITH THE VILLAGE'S INTENDED USE THEREOF, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF APPROVED IN WRITING BY THE VILLAGE OF GLEN ELLYN AND IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES.

THE GRANTED EASEMENT RIGHTS TO THE VILLAGE SHALL PROVIDE THE RIGHT TO THE VILLAGE TO REMOVE ANY FENCES, BUILDINGS, OR STRUCTURES, AND TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS, OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OR ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES IN, ON, UPON, ACROSS, UNDER, OR THROUGH ANY DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT WITHIN THIS PLAT. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, TURF, FENCES, TREES, GARDENS, SHRUBS, OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINEK LICENSED ILLINOIS LAND SURVEYOR NO. 035–003782, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY: AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST, 14.66 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREE EAST, 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST, ALONG THE CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR THE PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12 , 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG THE SOUTHEASTERLY LINE OF GOLF AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN GLEN OAK SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8, AND 7 IN SAID GLEN OAK SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE, 142.5 FEET TO THE CENTER LINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING; EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE, OF GOLF AVENUE EXTENDED, ALSO EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES BY DOCUMENT R2014–115837, ALL IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED AND THAT BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL 17043C0068J WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, IT IS MY OPINION THAT THE PROPERTY PLATTED HEREON IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS, THIS 4TH DAY OF OCTOBER, A.D. 2022.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035–003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2023

DATE OF FIELD SURVEY: APRIL 15, 2020
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

TIMOTHY B. MARTINEK
3782
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WARRENVILLE, ILLINOIS

SCALE: 1"=40'
DATE: 10-04-22
JOB NO: 150106
SHEET 1 OF 1

TITLE: FINAL PLAT OF SUBDIVISION GLEN ESTATES GLEN ELLYN, ILLINOIS

PREPARED FOR: PATRICK J. MURPHY BUILDERS

ENGINEERING RESOURCE ASSOCIATES
35701 WEST AVENUE, SUITE 150 WARRENVILLE, ILLINOIS 60555 PHONE (630) 393-2150 FAX (630) 393-2152
10 S. RIVERSIDE PLAZA, SUITE 875 CHICAGO, ILLINOIS 60606 PHONE (312) 454-0841 FAX (312) 474-0099
2416 GALEN DRIVE CHAMPAIGN, ILLINOIS 61821 PHONE (217) 351-6288 FAX (217) 355-1902

DRAWN BY: CNB
CHECKED BY: TBM
APPROVED BY: TBM

G:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 HillAveGlenEllyn\CADD\$RUVEY\150106 FINAL PLAT OF SUBDIVISION.dwg Updated by tmartinek 10/4/2022

DocId:20005660
Tx:40465063

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
11/10/2022 03:39 PM

DOCUMENT # R2022-100605

DOCUMENT SUBMITTED WITH
LOW QUALITY / ILLEGIBLE PORTIONS

Village of Glen Ellyn

Ordinance No. 6982

An Ordinance Approving a First Amendment to the Annexation and Development Agreement or Glen Estates Subdivision at 982-992 Hill Avenue (Proposed Address 982-994 Hill Avenue) Glen Ellyn, IL 60137

Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This 26 Day of September, 2022.

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this 27th day of September, 2022.

PREPARED BY AND MAIL TO:

VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. 6982

An Ordinance Approving a First Amendment to the Annexation and Development Agreement or Glen Estates Subdivision at 982-992 Hill Avenue (Proposed Address 982-994 Hill Avenue) Glen Ellyn, IL 60137

WHEREAS, on November 14, 2005, the Village Board passed Ordinance Number 5409 (Attached as Exhibit A) approving a Preliminary Plat of Subdivision and a Subdivision Variation for a six (6) lot single-family home subdivision to be located on the subject property, which was to be known as the Hill Avenue Subdivision., and on December 18, 2006, passed Ordinance No. 5539 (Attached as Exhibit B) approving a Final Plat of Subdivision finding that the Plat was substantially consistent with the Preliminary Plat and the conditions set forth in Ordinance No. 5409; and

WHEREAS, on December 18, 2006, by adoption of Ordinance No. 5537, the Village approved an Annexation Agreement and Recapture Agreement for the subject property and at the same meeting, by the adoption of Ordinance No. 5538, the Property was annexed into the Village of Glen Ellyn and zoned R2 Residential District; and

WHEREAS, the Developer, G.E. Hill Ave. Properties, LLC, purchased the Property from Hill Street Properties, L.L.C., in May of 2014, and has since revised the proposed subdivision plans and has submitted new petitions to the Village for approval of a revised seven (7) lot single-family home subdivision on the Property to be known as Glen Estates Subdivision; and

WHEREAS, a public hearing on a Preliminary and Final Plat of Subdivision was advertised in the Daily Herald on October 20, 2021 and was held by the Glen Ellyn Plan Commission ***("Plan Commission")*** on November 4, 2021, on which date the Plan Commission recommended approval of the Preliminary and Final Plats to the Board of Trustees.

WHEREAS, since 2006, significant new development has taken place in the vicinity and costs of construction have changed, impacting the viability of the development; and

WHEREAS, a public hearing to consider this Amendment to the Annexation Agreement

was noticed in *The Daily Herald* on September 9, 2022 and was held by the President and Board of Trustees on September 26, 2022; and

WHEREAS, due to the foregoing, the Board of Trustees of the Village of Glen Ellyn find it beneficial, necessary, and convenient for the Village to enter into a First Amendment to the Annexation and Development Agreement, a copy of which is attached hereto as Exhibit C.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule authority, as follows:

Section 1: The findings of fact and conclusions set forth hereinabove are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section 2: Ordinance 5537 is amended and the First Amendment to the Annexation and Development Agreement, a copy of which is attached hereto as Exhibit C, is hereby approved.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 26 day of September, 2022.

Ayes	X	President Mark Senak	X	Steve Thompson	X	Kelli Christiansen
	X	Bill Payne	X	Kelley Kalinich		Gary Fasules
	X	Anne Gould				
Nays		President Mark Senak		Steve Thompson		Kelli Christiansen
		Bill Payne		Kelley Kalinich		Gary Fasules
		Anne Gould				
Absent		President Mark Senak		Steve Thompson		Kelli Christiansen
		Bill Payne		Kelley Kalinich	X	Gary Fasules

	Anne Gould				

APPROVED this 26 day of September, 2022.

VILLAGE OF GLEN ELLYN

President

Attest:

Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the 27th day of September, 2022.)

EXHIBIT A

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
DEC.01,2005 11:42 AM
OTHER 05-12-315-008
013 PAGES R2005-266353

Village of Glen Ellyn

Ordinance No. 5409

**An Ordinance Approving
a Preliminary Plat of Subdivision and
a Subdivision Variation for Property
Commonly Known as 21W451 Hill Avenue and
Located on the North Side of Hill Avenue
between Cumnor Avenue and Golf Avenue
to be Known as the Hill Avenue Subdivision**

Variant

**Adopted by the
President and the Board Of Trustees
of the Village Of Glen Ellyn
DuPage County, Illinois
this 14 day of November, 20 05.**

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this 16 day of November, 20 05.

PREPARED BY AND MAIL TO:
VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 Duane Street
Glen Ellyn, IL 60137

Ordinance No. 5409

**An Ordinance Approving
a Preliminary Plat of Subdivision and
a Subdivision Variation for Property
Commonly Known as 21W451 Hill Avenue and
Located on the North Side of Hill Avenue
between Cumnor Avenue and Golf Avenue
to be Known as the Hill Avenue Subdivision**

Whereas, Hill Street Properties, L.L.C., owner of property commonly known as 21W451 Hill Avenue, has petitioned the Village President and Board of Trustees for approval of the following:

A. A Preliminary Plat of Subdivision in accordance with Section 303 of the Subdivision Regulations Code Ordinance 5334; and

B. A variation from Section 403(5) of the Subdivision Regulations Code Ordinance 5334 to allow a right-of-way width along the adjacent portion of Golf Avenue of 55 feet in lieu of the minimum right-of-way width of 60 feet required.

all to allow the subdivision of the subject property into six (6) single-family home lots; and

Whereas, the subject property is comprised of 1.73-acres and is located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue in unincorporated DuPage County; and

Whereas, the subject property is located immediately east of and continuous to the Village limits and the petitioner plans to annex the property to Glen Ellyn and has requested R2 Residential District zoning in accordance with Section 10-3-3 of the Glen Ellyn Zoning Code; and

Whereas, the subject property is legally described as follows:

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION: THENCE SOUTH 89 ¾ DEGREES WEST 14.66 CHAINS TO A STAKE; THENCE NORTH ½ DEGREE EAST 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST ALONG CENTER OF ROAD 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED

SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN SAID SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHESTERLY LINES OF LOTS 9, 8, AND 7 IN SAID SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY ILLINOIS.

P.I.N. 05-12-315-008; and

Whereas, following due and proper publication of notice in The Glen Ellyn News not less than fifteen (15) nor more than thirty (30) days prior thereto, the Plan Commission of the Village of Glen Ellyn conducted a public hearing on October 13, 2005 to consider the requests for approval of a Preliminary Plat of Subdivision and Subdivision Variation, at which hearing the petitioner presented evidence and testimony in support of the requests and one person spoke and asked for general clarification about the requests; and

Whereas, based upon the evidence, testimony, and exhibits presented at the October 13, 2005 Plan Commission public hearing, by a vote of ten (10) "yes" and zero (0) "no", the Glen Ellyn Plan Commission recommended that the requested Preliminary Plat of Subdivision and Subdivision Variation for the Hill Avenue Subdivision be approved as set forth in the Report and Recommendation of the Glen Ellyn Plan Commission dated October 13, 2005, which is appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn have reviewed the evidence and exhibits presented at the aforementioned public hearing and have considered the findings and fact and recommendations of the Plan Commission.

Now, therefore, be it ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The Report and Recommendation of the Glen Ellyn Plan Commission dated October 13, 2005, attached hereto as Exhibit "A," and the findings of fact set forth therein are hereby adopted as the findings of fact and conclusions of the President and Board of Trustees of the Village of Glen Ellyn based upon their review of the evidence, exhibits, and materials presented at the October 13, 2005 Plan Commission public hearing.

Section Two: Based upon the findings of fact and recommendations of the Plan Commission as adopted herein, the President and Board of Trustees hereby grant approval of a Preliminary Plat of Subdivision and Subdivision Variation for the property legally described herein above.

Section Three: This grant of approval of a Preliminary Plat of Subdivision and Subdivision Variation shall be subject to the following conditions:

A. The subdivision shall be constructed and platted in substantial conformance with the plans and testimony presented at the October 13, 2005 Plan Commission public hearing and with the petitioner's application packet stamped received October 6, 2005, including the following plans and documents referenced below, as though they were attached hereto:

1. Submittals cover letter dated June 29, 2005
2. Annexation Application filed July 1, 2005
3. Petition for Annexation dated May 2, 2005 and filed July 1, 2005
4. Narrative Regarding Dwyer's Hill Avenue Subdivision
5. Survey dated December 11, 2003
6. Application for Permission to Subdivide dated June 1, 2005 and filed July 1, 2005
7. Quantitative Summary
8. Correspondence dated May 24, 2005 from Seton Engineering
9. Preliminary Plat of Subdivision dated August 15, 2005
10. Sanitary Sewer Profile dated August 15, 2005

11. Tree Preservation Plan dated August 15, 2005
12. Tree Inventory dated August 15, 2005
13. Variation Criteria
14. Stormwater Submittal Packet dated March 10, 2005

and said documents shall be filed with and made a permanent part of the records of the Glen Ellyn Planning and Development Department.

B. Prior to returning for final review, the petitioner shall work with the Village Forestry Consultant to determine which of the existing trees in the adjacent rights-of-way will be preserved as part of the project.

C. The petitioner shall pay $437.50 for any new parkway trees that may be required to bring the number of parkway trees into conformance with the subdivision code. The Village Forester will then select and install any new parkway trees.

D. Prior to returning for final review, the petitioner shall work with the Village Forestry Consultant regarding the tree preservation issues in his September 23, 2005 memorandum related to those trees on the petitioner's property.

E. The petitioner shall pay the applicable developer's donations to School District 41, School District 87, the Volunteer Fire Company, the Glen Ellyn Public Library and the Glen Ellyn Park District. The exact amount of these donations will be determined at the time of final review.

F. Prior to returning for final review, the separation between the water main and storm sewer shall be brought into conformance with IEPA requirements.

G. The driveways on corner lots 1 and 6 shall not be located Hill Avenue.

Section Four: The petitioner shall file an application for approval of a Final Plat of Subdivision with the Director of the Department of Planning and Development within twelve (12) months after the passage and approval of this Ordinance, or this Ordinance shall become null and void provided, however, that the Village Board may, by motion, grant an extension of this provision.

Section Five: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Six: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall

subject the owners or party in interest to the penalties set forth in Section 10-10-18(A) and (B) of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 14 day of November, 20 05.

Ayes: Chapman, Armstrong, Gardner, Lee, Nattan, Pfefferman

Nays: -0-

Absent: -0-

Abstentions: -0-

Approved by the Village President of the Village of Glen Ellyn, Illinois, this 14 day of November, 20 05.

Vicky Case
Village President of the
Village of Glen Ellyn, Illinois

ATTEST:

Andrea Kraats
Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the 16 day of November, 20 05.)

X:\Plandev\PLANNING\SUBDIV\ORD\HillAvenue.doc

Exhibit "A"

REPORT AND RECOMMENDATION OF THE GLEN ELLYN PLAN COMMISSION ON A REQUEST FOR APPROVAL OF A PRELIMINARY PLAT OF SUBDIVISION AND SUBDIVISION VARIATION FOR PROPERTY LOCATED ON THE NORTH SIDE OF HILL AVENUE BETWEEN CUMNOR AVENUE AND GOLF AVENUE KNOWN AS THE HILL AVENUE SUBDIVISION

TO: The President and Village Board of Trustees
Village of Glen Ellyn, Illinois

DATE: October 13, 2005

Hill Street Properties, L.L.C., owner of property commonly known as 21W451 Hill Avenue, is requesting approval of a Preliminary Plat of Subdivision and a Subdivision Variation to allow a 1.73-acre lot to be subdivided into 6 single-family home lots.

The subject site is located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue directly north of and across from the Glen Oak Country Club. The property is currently located in unincorporated DuPage County and is directly east of and adjacent to the Village limits. The petitioner plans to annex the property to the Village.

The Plan Commission considered the requests at a public hearing on October 13, 2005 and issued the following Report and Recommendation:

I. REPORT.

A. Requests. The petitioner is requesting approval of the following:

1. A Preliminary Plat of Subdivision in accordance with Section 303 of the Subdivision Regulations Code Ordinance 5334; and

2. A variation from Section 403(5) of the Subdivision Regulations Code Ordinance 5334 to allow a right-of-way width along Golf Avenue of 55 feet in lieu of the 60 feet required.

B. Exhibits. The following materials were distributed to the Plan Commission prior to the October 13, 2005 public hearing

1. Staff Report dated October 6, 2005
2. Location Map dated September 21, 2005
3. Public Hearing Notice
4. Mailing Labels for Public Hearing Notice
5. Letter from Bill McGurr dated September 27, 2005

6. Memorandum from Dave Coulter dated September 23, 2005
7. Pages 26 and 27 of the Comprehensive Plan
8. Pages 24-26 of the Subdivision Code
9. Petitioner's application packet stamped received October 6, 2005 and including the following materials:
   - Submittals cover letter dated June 29, 2005
   - Annexation Application filed July 1, 2005
   - Petition for Annexation dated May 2, 2005 and filed July 1, 2005
   - Narrative Regarding Dwyer's Hill Avenue Subdivision
   - Survey dated December 11, 2003
   - Proof of Ownership by Hill Street Properties, LLC (Quit Claim Deed dated (01/21/05)
   - Application for Permission to Subdivide dated June 1, 2005 and filed July 1, 2005
   - Legal Description
   - Disclosure of Ownership by a Limited Liability Company
   - Affidavit authorizing Phillip Luetkehans to act on behalf of Owner dated May 3, 2005
   - IDNR Endangered Species agency action report dated November 1, 2004
   - Quantitative Summary
   - Correspondence dated May 24, 2005 from Seton Engineering
   - Land Use Opinion dated November 27, 2004
   - Preliminary Plat of Subdivision dated August 15, 2005
   - Sanitary Sewer Profile dated August 15, 2005
   - Tree Preservation Plan dated August 15, 2005
   - Tree Inventory dated August 15, 2005
   - Variation Criteria
   - Stormwater Narrative

C. Staff Presentation. Village Planner Michele Stegall stated that Phil Leutkehans is representing Hill Street Properties, L.L.C., to request approval of a Preliminary Plat of Subdivision and Subdivision Variation for an approximately 1.73-acre lot located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue directly across from the Glen Oak Country Club. The subject property is contiguous to the Village of Glen Ellyn. The petitioner plans to annex the property to the Village and is requesting R2 Residential District zoning upon annexation.

The petitioner plans to subdivide the subject property into 6 single-family home lots, all of which would meet the minimum lot area and lot width requirements of the R2 Residential District. The petitioner would extend water, storm sewer and sanitary sewer lines to serve the subject property.

The Subdivision Code requires a minimum right-of-way width along Golf Avenue of 60 feet. This right-of-way currently has a width of 50 feet. The petitioner intends to dedicate 5 feet of land along Golf Avenue to the Village to become part of this right-of-

way with the idea that the properties on the east side of the right-of-way could also potentially dedicate 5 feet in the future which would then create a conforming 60-foot right-of-way width. Therefore, a subdivision variation is being requested to allow the right-of-way width along Golf Avenue to be 55 feet in lieu of the required 60 feet.

Hill Avenue would be reconstructed with a concrete street and curb and gutter on both sides, and Golf Avenue would be reconstructed with curb and gutter and an asphalt road. Staff has had cost-sharing discussions with the petitioner regarding these improvements. Sidewalks will be installed in all adjacent rights-of-way.

Ms. Stegall responded to Commissioner Scanlan that a variation to allow the Cumnor Avenue right-of-way width to remain at 50 feet would also need to be advertised for and approved if Webb's Glen Oak Resubdivision is not approved before the petitioner's project is ready for final review. This variation request was submitted and considered by the Commission as part of Webb's Glen Oak Resubdivision.

D. Petitioner's Presentation. Thomas McCabe, Professional Engineer with Seton Engineering, 19 S. Bothwell, Palatine, Illinois, and Phillip A. Luetkehans, Attorney with Schirott & Luetkehans, 105 E. Irving Park Road, Itasca, Illinois, were present to represent the petitioner. Mr. Luetkehans stated that the petitioner could have subdivided the property into 7 lots but decided to have larger lots with more upscale houses than a more dense subdivision would allow. He described the zoning and land uses in the surrounding area and stated that the subject neighborhood is currently in transition. The petitioner intends to bring water and sewer lines to Golf Avenue and will assist with the improvement of Hill Avenue.

Mr. Luetkehans responded to Commissioner Strayer that they have had conversations with the Village forestry expert and plan to save as many good quality trees as possible on the site. The petitioner has provided information regarding the condition of the trees to Village staff. Mr. McCabe responded to Commissioner Scanlan that the trees in the rear setback would remain as screening for the neighbors. In response to a question from Commissioner Buckton, Mr. McCabe indicated that the petitioner would prefer to install the water and sanitary services within a few feet of the driveways instead of under the driveways as suggested by the Village forestry consultant. This would allow the services to be repaired, when needed, without tearing up the driveways.

Chairman Mansfield stated that an engineering issue reported by the Village Engineer is that the separation of the water main and the storm sewer does not meet IEPA requirements, which means that the project cannot be approved until that issue is resolved. Mr. Luetkehans responded that the problem would be resolved by final review time. Mr. McGurr added that the issue was a final engineering issue and not a preliminary plat issue.

Mr. Luetkehans responded to Commissioner Strayer that the proposed subdivision will have custom homes in the $1,000,000 to $1,200,000 price range but did not know which builders would construct the homes.

Commissioner Kasserman questioned the petitioner about the safety of having new driveways off of Hill Avenue. Mr. McCabe responded that Golf Avenue is approximately 23 feet higher than Cumnor Avenue and, therefore, visibility is not a problem. The driveways of Lots 1 and 6 will not exit onto Hill Avenue.

E. Public Hearing. One person from the public spoke in regard to the request.

Mark Rooney of 21W440 Fairway Avenue
Mr. Rooney asked for clarification of the petitioner's requests and Chairman Mansfield responded. Mr. McGurr verified for Mr. Rooney the location of the proposed sanitary sewer line.

F. Plan Commission Deliberation. All Plan Commission members were in favor of the proposed project and were pleased that improvements will be made to the area. They also liked the idea of the property owner dedicating 5 feet of land to add to the right-of-way width along Golf Avenue. Concerns included safety regarding driveways fronting on Hill Avenue, adequate separation between the water main and storm sewer and saving as many trees as possible. The Commissioners agreed with staff's conditions as recommended in a staff report. The Commissioners also suggested that the driveways for Lots 1 and 6 not be allowed to exit onto Hill Avenue and that the separation between the water main and storm sewer be brought into conformance with IEPA standards prior to final review.

G. Findings of Fact. The Plan Commission made the following findings of fact in regard to the requested subdivision variation:

1. Granting the variation will not be detrimental to the public safety, health or welfare or injurious to other property or improvements and will enhance public safety because the roadway will be centered in the future right-of-way.

2. The conditions upon which the request is based are unique to the property for which the relief is sought, would create substantial difficulty in developing the property and are not generally applicable to other property because there is currently a 50-foot right-of-way in this area.

3. Because of the particular surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out because the adjacent Golf Avenue has an existing nonconforming right-of-way width of 50 feet and a 5-foot wide strip of land will be dedicated to the Village which will increase the width of that portion of the Golf Avenue right-

of-way adjacent to the property to 55 feet and will be an improvement over the existing condition. If the property owner to the east also dedicates 5 feet in the future, the adjacent right-of-way would have a conforming width of 60 feet.

4. The variation will not alter the essential character of the location given the 50-foot right-of-way to the north and the anticipated dedication of 5 feet from the property to the east. The variation and future dedication of 5 feet from the property to the east will allow the improved Golf Avenue to be centered in a 60-foot right-of-way.

5. The variation requested is the minimum variation that will make reasonable use of the land.

6. The petitioner did not create the hardship from which relief is sought

II. RECOMMENDATION.

Commissioner Garwood moved, seconded by Commissioner Scanlan, to recommend approval of:

A. A Preliminary Plat of Subdivision in accordance with Section 303 of the Subdivision Regulations Code Ordinance 5334; and

B. A Variation from Section 403 of the Subdivision Regulations Code Ordinance 5334 to allow a right-of-way width along the adjacent Golf Avenue of 55 feet in lieu of the minimum right-of-way width of 60 feet required;

for the Hill Avenue Subdivision, subject to the following conditions:

A. The property shall be platted and constructed in substantial conformance with the plans presented and the testimony given at the October 13, 2005 Plan Commission public hearing.

B. Prior to returning for final review, the petitioner shall work with the Village Forestry Consultant to determine which of the existing trees in the adjacent rights-of-way will be preserved as part of the project.

C. The petitioner shall pay $437.50 for any new parkway trees that may be required to bring the number of parkway trees into conformance with the subdivision code. The Village Forester will then select and install any new parkway trees.

D. Prior to returning for final review, the petitioner shall work with the Village Forestry Consultant regarding the tree preservation issues in his September 23, 2005 memorandum related to those trees on the petitioner's property.

E. The petitioner shall pay the applicable developer's donations to School District 41, School District 87, the Volunteer Fire Company, the Glen Ellyn Public Library and the Glen Ellyn Park District. The exact amount of these donations will be determined at the time of final review.

F. Prior to returning for final review, the separation between the water main and storm sewer shall be brought into conformance with IEPA requirements.

G. The driveways on corner lots 1 and 6 shall not be located Hill Avenue.

Chairman Mansfield declared the motion carried with ten (10) "yes" and zero (0) "no" votes as follows: Commissioners Buckton, Dykstra, Fullerton, Garwood, Kasserman, Lemme, Scanlan, Strayer and Whalen and Chairman Mansfield "yes."

Respectfully submitted,

Jeffrey Mansfield
Glen Ellyn Plan Commission Chairman

Date of Meeting: October 13, 2005

Present: Commissioners Buckton, Dykstra, Fullerton, Garwood, Kasserman, Lemme, Scanlan, Strayer and Whalen and Chairman Mansfield

Absent: Commissioner Swanson

Also Present: Trustee Liaison Mary Jane Chapman, Village Engineer Bill McGurr, Village Planner Michele Stegall and Recording Secretary Barbara Utterback

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EXHIBIT B

Village of Glen Ellyn

Ordinance No. 5539

An Ordinance Approving
a Final Plat of Subdivision for Property
Commonly Known as 21W451 Hill Avenue and
Located on the North Side of Hill Avenue
between Cumnor Avenue and Golf Avenue
Which Subdivision is to be Known as the Hill Avenue Subdivision

---

Adopted by the
President and the Board Of Trustees
of the Village Of Glen Ellyn
DuPage County, Illinois
this 18 day of December, 20 06.

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this 16 day of January, 20 07.

Ordinance No. 5539

**An Ordinance Approving
a Final Plat of Subdivision for Property
Commonly Known as 21W451 Hill Avenue and
Located on the North Side of Hill Avenue
between Cumnor Avenue and Golf Avenue
Which Subdivision is to be Known as the Hill Avenue Subdivision**

Whereas, Hill Street Properties, L.L.C., owner of property commonly known as 21W451 Hill Avenue, has petitioned the Village President and Board of Trustees for approval of a Final Plat of Subdivision in accordance with Section 304 of the Subdivision Regulations Code, Ordinance 5334, to allow this 1.73-acre property to be subdivided into six (6) single-family home lots, which subdivision is to be known as the Hill Avenue Subdivision; and

Whereas, the subject property is located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue and was annexed to the Village on December 18, 2006 by the adoption of Ordinance 5538 and zoned R2 Residential District; and

Whereas, the subject property is legally described as follows:

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 ¾ DEGREES WEST 14.66 CHAINS TO A STAKE; THENCE NORTH ½ DEGREE EAST 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST ALONG CENTER OF ROAD 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN SAID SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF

LOTS 9, 8, AND 7 IN SAID SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY ILLINOIS.

P.I.N. 05-12-315-008; and

Whereas, on November 14, 2005, the Village Board passed Ordinance No. 5409 which approved a Preliminary Plat of Subdivision for the project; and

Whereas, on December 18, 2006 by the adoption of Ordinance 5537, the Village approved an annexation agreement and a recapture agreement for the property; and

Whereas, on December 18, 2006 by the adoption of Ordinance 5538, the subject property was annexed to the Village of Glen Ellyn; and

Whereas, the Glen Ellyn Plan Commission held a public meeting on November 9, 2006, at which meeting the petitioner presented evidence and testimony in support of the request for approval of a Final Plat of Subdivision and no persons spoke either in favor of or in opposition to the request; and

Whereas, based upon the evidence, testimony, and exhibits presented at the November 9, 2006 Plan Commission public meeting, by a vote of eight (8) "yes" and zero (0) "no", the Glen Ellyn Plan Commission recommended approval of the Final Plat of Subdivision as set forth in the November 9, 2006 minutes of the Glen Ellyn Plan Commission which are appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees of the Village of Glen Ellyn have reviewed the evidence and exhibits presented at the November 9, 2006 Plan Commission meeting and have considered the findings and fact and recommendations of the Plan Commission; and

Whereas, the President and Board of Trustees have determined that approving a Final Plat of Subdivision for the Hill Avenue Subdivision is consistent with Subdivision Regulations Code Ordinance No. 5334 and that the plans submitted are substantially consistent with the conditions incorporated into Ordinance No. 5409 which approved the Preliminary Plat of Subdivision;

Now, therefore, be it ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The November 9, 2006 Plan Commission minutes attached hereto as Exhibit "A," and the findings of fact set forth therein are hereby adopted as the findings of fact and conclusions of the President and Board of Trustees of the Village of Glen Ellyn based upon their review of the evidence, exhibits, and materials presented at the November 9, 2006 Plan Commission public meeting.

Section Two: Based upon the findings of fact and recommendations of the Plan Commission as adopted herein, the President and Board of Trustees hereby grant approval of a Final Plat of Subdivision for the property legally described herein above.

Section Three: This grant of approval of a Final Plat of Subdivision shall be subject to the following conditions:

A. The subdivision shall be constructed and platted in substantial conformance with the plans and testimony presented at the November 9, 2006 Plan Commission meeting and with the petitioner's application packet stamped received October 26, 2006, including the following plans and documents referenced below, as though they were attached hereto:

1. Amended Annexation Application
2. Amended Petition for Annexation signed October 26, 2006
3. Narrative Regarding Dwyer's Hill Avenue Subdivision
4. Alta/Acsm Land Title Survey revised December 11, 2003
5. Amended Application for Permission to Subdivide dated June 1, 2005
6. Quantitative Summary
7. Engineering Plans prepared by Seton Engineering Service Corporation, including the following:
   a. Title Sheet revised October 23, 2006 (Sheet C1)
   b. Existing Site Conditions (Sheet C2)
   c. Site and Roadway Engineering Plan revised October 23, 2006 (Sheet C3)
   d. Hill Avenue Details and Golf Avenue Plan, Profile and Details revised October 23, 2006 (Sheet C4)
   e. Grading Plan revised October 23, 2006 (Sheet C5)
   f. Soil Erosion Control Plan revised October 23, 2006 (Sheet C6)
   g. Stopping Sight Distance Plan revised October 23, 2006 (Sheet C7)
   h. Maintenance of Traffic and Construction Staging Plans revised October 23, 2006 (Sheet C8)
   i. General Notes and Details revised October 23, 2006 (Sheets C9 – C12)
   j. Lighting Details revised October 23, 2006 (Sheets C13 and C14)
   k. Tree Preservation Plan revised October 23, 2006 (Sheets C15 and C16)
   l. Tree Preservation Notes revised October 23, 2006
   m. Cross Section From STA. 50+00 to STA 53 +00 (Sheet C18)
   n. Cross Section From STA. 53+50 to STA. 56+50 (Sheet C19)
   o. Swale Cross Sections revised October 23, 2006 (no sheet number)
8. Variation Criteria
9. Stormwater Submittal Packet dated October 24, 2006
10. Preliminary Plat of Subdivision dated August 15, 2005
11. Final Plat of Hill Avenue Subdivision revised October 23, 2006 a reduced copy of which is attached hereto as Exhibit "B"

and said documents shall be filed with and made a permanent part of the records of the Glen Ellyn Planning and Development Department.

B. Prior to the issuance of any permits, the petitioner shall pay a parkway tree planting fee to the Village in the amount of $5,950 to pay for the planting of 14 new parkway trees ($425 per tree) in the adjacent right-of-ways.

C. If it is determined that both tree numbers 549 and 550 as identified on the October 23, 2006 Tree Preservation Plan prepared by Seton Engineering need to be removed to accommodate

the project, an additional parkway tree planting fee in the amount of $425 shall be paid to the Village to allow the Village to plant an additional parkway tree.

D. Prior to the issuance of a building permit for the construction of each new single-family home on the property, the Developer shall pay the applicable cash contributions (developer's donations) to the Village of Glen Ellyn.

Glen Ellyn Library	per new single-family home	$477.83
Glen Ellyn Park District	per new three-bedroom home	$4,145.57
	per new four-bedroom home	$5,382.52
	per new five-bedroom home	$5,391.10
School District 41	per new three-bedroom home	$3,010.00
	per new four-bedroom home	$4,692.00
	per new five-bedroom home	$3,456.00
School District 87	per new three-bedroom home	$1,251.07
	per new four-bedroom home	$2,440.78
	per new five-bedroom home	$2,029.27
Glen Ellyn Fire Company	per new single-family home	$1,500.00

E. The driveways on corner lots 1 and 6 shall not be located on Hill Avenue.

F. Prior to the issuance of any permits, the final engineering plans shall be reviewed and approved by the Public Works Department and consulting engineer Bill McGurr.

Section Four: The Village President and Village Clerk are hereby authorized to sign the Final Plat of Subdivision for the Hill Avenue Subdivision approved herein.

Section Five: The Village Clerk is hereby authorized to cause the Final Plat of Subdivision for the Hill Avenue Subdivision to be recorded with the Recorder of Deeds of DuPage County.

Section Six: The Building and Zoning Official is hereby authorized to issue all necessary building and occupancy permits, pursuant to the approvals granted herein, provided that all the conditions set forth hereinabove have been met and that the applicant complies with all other

applicable laws and ordinances of the Village of Glen Ellyn.

Section Seven: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Eight: Failure of the owners or other party in interest or a subsequent owner or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 10-10-18 (A) and (B) of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 18 day of December, 20 06.

Ayes: Gardner, Lee, Hase, Pfefferman, Nielsen, Armstrong, Chapman

Nays: -0-

Absent: -0-

Approved by the Village President of the Village of Glen Ellyn, Illinois, this 18 day of December, 20 06.

Vicky Hase
Village President of the
Village of Glen Ellyn, Illinois

ATTEST:

Andrea Abraths
Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the 16 day of January, 2007.)

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Exhibit "A"

PLAN COMMISSION
MINUTES
NOVEMBER 9, 2006

The meeting was called to order by Vice Chairman Jay Strayer at 7:34 p.m. Commissioners Todd Buckton, Linda Dykstra, Julie Fullerton, Shawn Kasserman, Ronald Lemme, Phyllis Scanlan and Ray Whalen were present. Chairman Mansfield and Commissioners Garwood and Swanson were excused. Also present were Trustee Liaison Mary Jane Chapman, Village Planner Michele Stegall, Village Consulting Engineer Bill McGurr and Recording Secretary Barbara Utterback.

Vice Chairman Strayer announced that the single item on the agenda was for a subdivision at 21W451 Hill Avenue.

HILL AVENUE SUBDIVISION – FINAL PLAT
A REQUEST FOR APPROVAL OF A FINAL PLAT OF SUBDIVISION TO ALLOW A 1.73-ACRE LOT LOCATED AT 21W451 HILL AVENUE TO BE SUBDIVIDED INTO 6 SINGLE-FAMILY HOME LOTS. THE SUBJECT SITE IS LOCATED ON THE NORTH SIDE OF HILL AVENUE BETWEEN CUMNOR AVENUE AND GOLF AVENUE DIRECTLY ACROSS FROM THE GLEN OAK COUNTRY CLUB. THE PROPERTY WILL BE ANNEXED TO THE VILLAGE AND ZONED R2 RESIDENTIAL DISTRICT.
(Hill Street Properties, L.L.C., represented by Attorney Phillip Leutkehans)

Staff Introduction

Village Planner Michele Stegall stated that the petitioner is requesting a final subdivision review for the Hill Avenue subdivision currently located in unincorporated DuPage County. The subject property will be annexed into the Village of Glen Ellyn immediately following approval of the final plat by the Village Board. The petitioner received approval of a preliminary plat of subdivision in November, 2005.

Ms. Stegall described the location of the site. The subject property is currently vacant, and the petitioner intends to subdivide the site into six (6) single family lots zoned R2 Residential. All of the lots comply with the minimum lot area and width required by the R2 Residential District zoning classification.

As part of the subdivision, the petitioner will extend Village water and sanitary sewer to serve the six (6) lots. The petitioner will reconstruct Hill Avenue with a concrete street, curb and gutter and a portion of Golf Avenue adjacent to the subdivision with an asphalt street, curb and gutter.

RECEIVED
DEC 20 2006
VILLAGE OF GLEN ELLYN
VILLAGE CLERK

Petitioner's Presentation

Attorney Philip Leutkehans stated that the only difference in the plans from the preliminary approval is minimal lot width changes due to engineering issues. He added that all conditions recommended by staff are acceptable to the petitioner.

Responses to Questions from the Plan Commission

Village Consulting Engineer Bill McGurr responded to Commissioner Scanlan that he has no concerns regarding engineering and that any outstanding issues are minor and can be resolved before Village Board approval. Regarding the right-of-way issue on Golf Lane, Mr. McGurr explained that the petitioner does not own the property that the dedication is on which limits any further action by the petitioner. Mr. McCabe responded to Commissioner Buckton that according to County records, a right-of-way does not exist although the roadway has been used historically by the public. Ms. Stegall added that an annexation agreement is currently in progress with the Glen Oak Country Club wherein the country club will be requested to dedicate that right-of-way to the Village. The Village does not anticipate that the country club will object to that request. When Commissioner Lemme expressed concern regarding driveways with access onto Hill Avenue, Mr. McCabe stated that included as part of the reconstruction of Hill Avenue is the removal of approximately three feet off of the hump and that he has been working with Mr. McGurr regarding safe sight distances on Hill Avenue. Mr. McCabe verified for Commissioner Buckton that the driveways for Lots 1 and 6 will not have access onto Hill Avenue. Mr. McGurr also responded to Commissioner Scanlan that the Village Forestry Consultant's opinion is that the petitioner can save the trees they've indicated they will save and that the site grading will not affect the tree preservation.

Comments from the Plan Commission

All of the Plan Commissioners were in favor of the proposed project and felt it was an excellent addition to the Hill Avenue area. Commissioner Whalen appreciated that the petitioner was very willing to work with the Village on this development, and Commissioner Buckton was pleased that the crest will be removed from the hill to improve sight lines.

Motion

Commissioner Lemme moved, seconded by Commissioner Whalen, to recommend that the Village Board approve a Final Plat of Subdivision for the development of a 1.73-acre lot known as 21W451 Hill Avenue to be subdivided into six (6) single-family lots by Hill Street Properties, LLC, in accordance with Section 304 of the Subdivision Regulations Code, Ordinance 5334, based on the findings of fact that the findings of fact for the Preliminary Plat of Subdivision adopted by Ordinance 5409 have not changed, that the proposed plans are in substantial conformance with the plans approved by Ordinance

5409, and that the conditions in Ordinance 5409, which were to be resolved prior to action on the final plans, have been addressed.

The recommendation for approval was based on the following conditions: 1. The project shall be constructed in substantial conformance with the plans as submitted and the testimony as presented at this public hearing. 2. Prior to the issuance of any permits, the petitioner shall pay a parkway tree planting fee to the Village in the amount of $5,950 to pay for the planting of 14 new parkway trees in the adjacent right-of-ways. 3. If it is determined that both trees 549 and 550 need to be removed to accommodate the project, an additional parkway tree planting fee in the amount of $425 shall be paid to the Village. 4. The petitioner shall pay the applicable developer's donations to School District 41, School District 87, the Volunteer Fire Department, the Glen Ellyn Public Library and the Glen Ellyn Park District. 5. The driveways on corner Lots 1 and 6 shall not be located off of Hill Avenue. 6. Prior to the issuance of any permits, the final engineering plans shall be reviewed and approved by the Public Works Department and Consulting Engineer Bill McGurr.

The motion carried unanimously with eight (8) "yes" votes.

Chairman's Report

Vice Chairman Strayer stated that the Civic Betterment Party will hold a town meeting on Saturday, December 2, 2006 regarding the upcoming election. Commissioner Buckton announced that he is running for Village Trustee.

Trustee Report

Trustee Chapman reported that a worker was trapped in a cave-in on a construction site in Glen Ellyn today. She stated that although it took a long time to remove him from the trench, he appears to have not been severely injured.

Staff Report

Ms. Stegall briefly reviewed items that will be on future Plan Commission agendas.

There being no further business before the Plan Commission, the meeting was adjourned at 8:01 p.m.

Respectfully submitted,

Barbara Utterback

Barbara Utterback
Recording Secretary

HILL AVENUE SUBDIVISION

FINAL PLAT

OF PART OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 10 EAST OF EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

SCALED 1" = 20'

Golf Avenue

Acorn Avenue

Hill Avenue

Cumnor Avenue

EXCEPTION

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

Lot 6

Lot 13

Lot 14

N43°39'04"E 307.77' Rec.

S43°26'55"W 98.55' Meas.

S45°26'55"W 115.01' Meas.

S45°46'01"W 405.33' Meas.

N43°19'30"E 297.57' Rec.

N43°36'00"E 636.00' Rec. (To East Corner of Lot 9)

N45°19'00"W 101.58' Meas.

EASEMENT PROVISIONS

VILLAGE BOARD CERTIFICATE

PLAN COMMISSION CERTIFICATE

OWNER CERTIFICATE

NOTARY CERTIFICATE

CERTIFICATE TO SPECIAL ASSESSMENTS

DuPAGE COUNTY CLERK'S CERTIFICATE

SURVEYOR'S CERTIFICATE

VILLAGE ENGINEER'S CERTIFICATE

Drawing Revisions

Number	Date	Revision	Drawn	Checked
0	9/13/06	Initial	AB	CB
1	9/25/06	Revision	AB	CB
2	10/12/06	Revision	BB	CB
Final Review	10/13/06	Revision	BB	CB
Final Review	10/13/06	Revision	BB	CB

Site Address:

Golf Ave. & Hill Ave.
Glen Ellyn, Illinois

Professional Design Firm License No. 184-000613

Land Surveying Services Inc.

19 S. MITCHELL ST., SUITE 210 PALATINE, IL 60067
PH: (847) 991-7788 FAX: (847) 991-7792

Job Number
LS060877

Sheet Name
SUBDIVISION PLAT

Sheet Number
S-01

Exhibit "B"

EXHIBIT C

This Document prepared by:
Community Development
Department, Village of
Glen Ellyn, Illinois

And after recording return to:
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
ATTN: Village Clerk

FIRST AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT

GLEN ESTATES SUBDIVISION

September 26, 2022

FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
Glen Estates Subdivision

This First Amendment to the Annexation Agreement (***"Agreement"***), is made and entered into this 8th day of November 2022 (***"Effective Date"),*** by and between G.E. Hill Ave. Properties, LLC, an Illinois limited liability company (***"Developer"***) and the Village of Glen Ellyn, an Illinois home rule municipal corporation (***"Village"***). The Village and Developer are collectively referred to as (***"Parties"***).

RECITALS

A. The Developer is the legal title owner of record of a vacant tract of land commonly known as 982-992 Hill Avenue (proposed address: 982-994 Hill Avenue), which is located on the north side of Hill Avenue between Cumnor Avenue and Golf Avenue lying within the Village of Glen Ellyn corporate limits and comprised of 1.73 acres. The Property is legally described on ***Exhibit "A"*** attached hereto and identified for real estate purposes as P.I.N. 05-12-315-008 (***"Property"***).

B. The previous owner of the Property, Hill Street Properties, L.L.C., petitioned the Village for approval a Major Subdivision, and Annexation to the Village in 2005.

C. On November 14, 2005 by adoption of Ordinance No. 5409, the Village approved a Preliminary Plat of Subdivision and a Subdivision Variation for a six (6) lot single-family home subdivision to be located on the subject property, which was to be known as the Hill Avenue Subdivision.

D. On December 18, 2006 by adoption of Ordinance No. 5539, the Village approved the Final Plat of Subdivision finding that the Plat was substantially consistent with the Preliminary Plat and the conditions set forth in Ordinance No. 5409.

E. On December 18, 2006 by adoption of Ordinance No. 5537, the Village approved an Annexation Agreement and Recapture Agreement for the subject property and at the same meeting, by the adoption of Ordinance No. 5538, the Property was annexed into the Village of Glen Ellyn and zoned R2 Residential District.

F. The Developer purchased the Property from Hill Street Properties, L.L.C., in May of 2014.

G. The Developer has since revised the proposed subdivision plans and has submitted new petitions to the Village for approval of a revised seven (7) lot single-family home subdivision on the Property to be known as Glen Estates Subdivision, Zoning Variations, Subdivision Variations, and to amend the 2006 Annexation Agreement and the cost share related to certain public improvements.

H. A public hearing to consider approval of said subdivision in accordance with the Preliminary Plat of Subdivision, dated February 25, 2021, and the Final Plat of Subdivision dated February 23, 2021, both prepared by Engineering Resource Associates, attached hereto as

Exhibit "B" (Preliminary Plat) and ***Exhibit "C" (Final Plat),*** was advertised in the Daily Herald on October 20, 2021 and was held by the Glen Ellyn Plan Commission ***("Plan Commission")*** on November 4, 2021 on which date the Plan Commission recommended approval of the Preliminary and Final Plats to the Board of Trustees.

I. A public hearing to consider this Amendment to the Annexation Agreement was noticed in *The Daily Herald* on September 9, 2022and was held by the President and Board of Trustees on September 26, 2022. The Preliminary and Final Plats of Subdivision for the Glen Estates Subdivision were considered at the same meeting.

J. The Village has published, posted and delivered all notices as required in Article VII of the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. *et seq.*

K. All other matters, in addition to those specifically referred to above, which are included by this Agreement, have been considered by the Parties, and the development of the Property in accordance with the terms and conditions of this Agreement, and the Village's Corporate Authorities find that the Developer's proposed improvement of the Property will inure to the benefit and improvement of the Village by increasing the taxable value of the real property within the Village's corporate limits, promoting the sound planning and development of the Village, and otherwise enhancing and promoting the general welfare of the Village residents and taxpayers.

L. The Property is not currently connected to Village water or sanitary sewer service. While the existing water main is adequate to serve the development, the Developer shall install a new fire hydrant on the existing water main fronting the Property as well as install a water service for each of the Development's residences. The Developer is also required to extend the Village sanitary sewer main from its current location on Hill Avenue at Cumnor Avenue towards the east end of the Property as shown on the Final Engineering Plan. As part of said sanitary sewer main extension, sanitary sewer services shall also be installed for each of the Development's residences. The Developer shall connect all residences constructed on the Property to the Village's water and sanitary sewer mains.

NOW THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Legal Conformance with Law. This Agreement is made pursuant to and in accordance with the provisions of the Glen Ellyn Village Code, its home rule powers, Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 *et seq.* and Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*

2. Development of the Property.

A. Compliance with Final Plat of Subdivision and Final Engineering Plan. The Property shall be developed in substantial compliance with the development concepts set forth on the Final Plat and those certain engineering plans, prepared by Engineering Resource Associates, dated April 30, 2020 with a latest revision date of August 20, 2021 ***("Final Engineering Plan")***, attached hereto as ***Exhibit "D"***.

B. Village Codes; Requirements of Law. The Property shall be subject to the regulations set forth in the Zoning Code, the Subdivision Regulations Code, the Village's Building Code, and all other applicable statutes, ordinances, codes, rules, and regulations pertaining to the development of the Property, including the statutes, ordinances, codes, rules, and regulations of any other governmental entity with regulatory control over the Property, now in force and effect, or that may be in full force and effect, and as may be amended from time to time, except as otherwise modified or varied pursuant to the terms of this Agreement. (Collectively, all federal, state, regional, local or Village statutes, codes, ordinances, rules and regulations are referred to as "***Requirements of Law***".)

C. Public Improvements. The Property public improvements for sanitary sewer, water, storm sewer, storm water facilities, streets, curbs, gutters, streetlights, parkway trees, sidewalks, (collectively, "***Public Improvements***") shall be constructed and installed by the Developer at the Developer's sole cost and expense, except as modified by Section 2(C)iv of this agreement. The Public Improvements shall be constructed and installed on the Property, in the immediate vicinity of the Property, and in accordance with the Final Engineering Plan, as well as with the Requirements of Law. More specifically, the Public Improvements shall be constructed and installed as follows:

i. Water Main Improvements and Water Service Connections. The Developer shall install a new fire hydrant on the existing water main located within the Hill Avenue right-of-way fronting the Property as well as install a water service for each of the Development's residences. The Developer shall connect all residences constructed on the Property to the Village's water system at the time of construction. The Developer shall meet all Requirements of Law pertaining to such connections, including upgrades and other necessities. In addition, the Developer will dedicate and the Village will accept dedication of the water service lines from the water main up to and including the Buffalo box after their completion, final inspection, and subsequent approval by the Village Engineer, and as more specifically set forth in Section 3 of this Agreement. The Developer shall coordinate with the Village to provide for the inspection of the water service facilities during the development of the Property and any water service connection shall be inspected by the Village to ensure that it is constructed in accordance with Village standards. The Developer understands that he is obligated to pay all costs and fees that may be necessary to serve the Property with Village water and to pay all costs and fees to connect all residences constructed on the property to the Village's water main.

ii. Sanitary Sewer Improvements and Sanitary Sewer Service Connections. The Developer shall extend the Village sanitary sewer main from its current location on Hill Avenue at Cumnor Avenue towards the east end of the Property as shown on the Final Engineering Plan. As part of said sanitary sewer main extension, sanitary sewer services shall also be installed for each of the Development's residences. The Developer shall connect all residences constructed on the Property to the Village's sanitary sewer main at the time of construction. The Developer shall meet all Requirements of Law pertaining to said connection, including upgrades and other necessities. In addition, the Developer will dedicate and the Village will accept dedication of the sanitary sewer including manholes, mains, and the tee-wye service

connections for the Development's residences after their completion, final inspection, and subsequent approval by the Village Engineer, and as more specifically set forth in Section 3 of this Agreement. The Developer shall coordinate with the Village to provide for the inspection of the sanitary sewer facilities during the development of the Property and any sanitary sewer connection shall be inspected by Village Staff to ensure that it is constructed in accordance with Village standards. The Developer understands that he is obligated to pay all costs and fees that may be necessary to serve the Property with Village sanitary sewer and to pay all costs and fees to connect all residences constructed on the property to the Village's sanitary sewer main.

iii. Storm Water Facilities. The Developer shall construct and install storm water management and drainage facilities, and any appurtenances thereto ("***Storm Water Facilities***"), on the Property, which Storm Water Facilities shall be constructed and installed in substantial conformity with the Final Engineering Plan. Storm water facilities located within a rear or side yard easement or common area as well as storm water management facilities on "Outlot A" shall be maintained by the Glen Estates Subdivision Home Owner's Association, as referenced in the Declaration of Covenants and Restrictions, attached hereto as **Exhibit "E"**.

Except as hereinafter provided, the Village, for the full term of this Agreement, shall require no more than that degree and type of storm water detention on the Property as required by the Requirements of Law. The Developer acknowledges that the Village is a "full waiver" community under applicable provisions of the DuPage County Storm Water and Floodplain Ordinance. Notwithstanding anything to the contrary in this Subsection 2(C)iii, to the extent possible, the Village will work with the Developer to permit the construction of seven new single-family residences upon the Property.

iv. Roadway and Sidewalk Improvements. The Developer shall construct the roadway and sidewalk improvements along Cumnor Avenue, and Golf Avenue as specified in the Final Engineering Plans and generally including new asphalt roadway pavement, concrete curb & gutter, and public sidewalks.

In addition, the Developer shall construct the roadway and sidewalk improvements along Hill Avenue as specified in the Final Engineering Plans and generally including new concrete roadway pavement, concrete curb & gutter, street lighting, storm sewer/drainage infrastructure, and public sidewalks.

After the Village Engineer determines that the work is complete, the Developer shall submit to the Village Engineer for his review and approval an Illinois licensed engineer's certified statement of the Developer's actual cost of constructing the aforementioned Roadway and Sidewalk Improvements along Cumnor Avenue, Golf Avenue, and Hill Avenue including an itemized schedule of the improvements conforming with Exhibit H herein. The Village agrees, upon the Village Engineer's approval of the Developer's submittals and Village Board acceptance of the applicable public improvements, to reimburse the Developer for 70% of the actual costs for the

Roadway Improvements. Notwithstanding the foregoing, the Village's reimbursement to the Developer shall not exceed $550,000.

All of the aforementioned improvements shall be in conformance with Village standards and in substantial conformity with the Final Engineering Plan and the Requirements of Law.

Notwithstanding anything to the contrary in this Subsection 2(C)iv, or in any other part of this Agreement, not later than 24 months after the beginning of the construction and installation of the Public Improvements, sidewalks shall be installed in all of the rights-of-way adjacent to the Property as shown on the Final Engineering Plan.

3. Dedication of Public Improvements.

A. The Developer shall dedicate to the Village the improvements specifically identified on ***Exhibit "F"*** to this Agreement (collectively, "***Dedicated Improvements***"), installed upon the rights-of-way adjacent to the Property.

B. The Developer shall notify the Village Engineer when it believes all of the Dedicated Improvements have been fully and properly completed in compliance with the Requirements of Law, including Chapter 5 of the Subdivision Regulations Code, the Final Engineering Plan, and this Agreement, and shall request final inspection, approval, and acceptance of the Dedicated Improvements by the Village. Such notification shall be given far enough in advance to allow the Village Engineer time to inspect the Dedicated Improvements and to prepare a punch list of items requiring repair or correction. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve or accept any portion of the Dedicated Improvements until all of the Dedicated Improvements, including punch list items, have been fully and properly completed.

C. Upon satisfactory completion of the Dedicated Improvements, including all punch list items, the Village Engineer shall recommend approval and acceptance of the Dedicated Improvements to the Village Board. Upon receipt of such recommendation, the Village Board shall accept the Dedicated Improvements. Upon the approval of, and prior to the acceptance of, the Dedicated Improvements to be accepted by the Village pursuant to this Section 3, the Developer shall execute, submit, or cause to be executed, such documents as the Village shall request to transfer ownership of the Dedicated Improvements to, and evidence ownership of such Dedicated Improvements, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. The Developer shall, at the same time, grant, or cause to be granted, to the Village all such insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Dedicated Improvements that have not been previously granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing.

D. Neither the execution of this Agreement nor the approval or recordation of the Final Plat shall constitute acceptance by the Village of any Dedicated Improvements or of any other public facilities that are depicted as "dedicated" on the Final Plat or the Final Engineering Plan.

4. Security Instruments.

A. In lieu of any applicable provisions of the Village Code to the contrary, the Developer shall deposit with the Village for the development of the Property, and the Village will accept, irrevocable letters of credit ("***Security Instruments***") from reputable banks or savings and loan associations, authorized to transact business and maintain an authorized agent for service in the State of Illinois, to guarantee construction and maintenance of all Public Improvements, including any Dedicated Improvements, to be constructed by the Developer as a part of the development of the Property. Each Security Instrument shall be in an amount equal to 125% of the Developer's engineer's estimate of construction costs for the Public Improvements to be constructed, as approved by the Village Engineer. A performance security for the stormwater management facilities in the amount of 110% of the Developer's engineer's estimate shall also be collected, as required by the DuPage County Stormwater Ordinance. All such Security Instruments shall be substantially in the form of ***Exhibit "G"*** attached to this Agreement.

B. Each Security Instrument shall be effective for not less than 2 years from the date of issuance, and the Developer may substitute for, renew, or extend the same from time to time, with the approval of the Village, until the Public Improvements are completed. The Developer shall renew or replace each Security Instrument not less than 30 days prior to its expiration in the event the Public Improvements have not then been completed and accepted by the Village as set forth in Section 3 of this Agreement. All Security Instruments shall require not less than 60 days written notice to the Village by the issuer prior to the expiration of the Security Instrument, and no Security Instrument shall expire without such prior written notice having been duly given. Developer shall increase the amount of the Security Instrument if at any time the Village is reasonably insecure as to whether the amounts remaining within the Security Instrument shall be sufficient to complete the Public Improvements.

C. Until the amount of the Security Instruments are sufficient to guarantee the completion of any incomplete, unacceptable, or defective Public Improvements the Village may withhold the issuance of any building permits or certificates of occupancy. The Village Engineer may from time to time approve a reduction or reductions in the Security Instruments by an amount not in excess of 90% of the value certified by the Developer's Engineer of the completed work so long as the balance remaining in the Security Instruments is at least equal to 125% of the cost to complete the remaining Public Improvements for the Property, plus retention for completed work and inspection and testing fees for the Village to inspect the Public Improvements remaining to be completed. The Security Instruments for the Public Improvements for the Property shall be deposited with the Village prior to the recordation of the Final Plat. The 10% guarantee amount required to be deposited under Chapter 5 of the Subdivision Regulations Ordinance shall be in the form of the Security Instruments. The entirety of the Security Instruments shall be released promptly following the satisfactory completion of the maintenance period as set forth in Chapter 5 of the Subdivision Regulations Ordinance.

5. Village Address. Following recordation of the Final Plat of Subdivision, the addresses of the lots on the Property shall be as indicated below:

A. The address of Lot 1 shall be 982 Hill Avenue;

B. The address of Lot 2 shall be 984 Hill Avenue;

C. The address of Lot 3 shall be 986 Hill Avenue;

D. The address of Lot 4 shall be 988 Hill Avenue;

E. The address of Lot 5 shall be 990 Hill Avenue;

F. The address of Lot 6 shall be 992 Hill Avenue; and

G. The address of Lot 7 shall be 994 Hill Avenue.

6. Fees, Charges, Donations and Contributions.

A. Standard Fees and Charges. The Village shall impose upon and collect from the Developer, and its respective employees, contractors, sub-contractors, and agents the customary permit, license, tap-on, connection, and user fees and charges in such amounts or at such rates as are generally applied throughout the Village.

B. Land Donation and Cash Contributions. At the time of issuance of each building permit for the construction of each new single-family home on the Property, the Developer or builder shall be required to pay the amounts listed below to the Village:

Glen Ellyn Library	per new single-family home	$850.92
Glen Ellyn Park District	per new two-bedroom home	$3,328.05
	per new three-bedroom home	$4,783.35
	per new four-bedroom home	$6,210.60
	per new five-bedroom home	$6,220.50
School District 41	per new three-bedroom home	$3,010.00
	per new four-bedroom home	$4,692.00
	per new five-bedroom home	$3,456.00
School District 87	per new two-bedroom home	$135.55
	per new three-bedroom home	$962.38
	per new four-bedroom home	$2,053.52
	per new five-bedroom home	$1,436.79
Glen Ellyn Fire Company	per new single-family home	$1,500.00

C. Payment of Village Consulting Fees. The Developer shall pay all reasonable professional consulting and administration fees incurred by the Village to process the

Developer's requests for subdivision and zoning of the Property, which fees may, without limitation, include all engineering, surveying, and legal fees incurred by the Village pertaining to the review of the Developer's plans and specifications for the Property, the negotiation and preparation of this Agreement, delivery and publication of notices, administrative fees to conduct public meetings and public hearings, recordation fees, and fees related to inspecting development of the Property. Such fees shall be billed on the basis of the regular hourly billing rate normally charged by such professionals and paid by the Village. The Developer has deposited the sum of $1,500 with the Village to be held in escrow and from time to time drawn on by the Village to pay for all Village consultants, recording fees and any other out-of-pocket fees pertaining to the development of the Property. The Developer shall replenish the escrow amount to its original deposit amount when the Village provides notice that the balance is at or below $300. The Village's consultants shall include, without limitation, the Village's consulting engineer, consulting planner, surveyor, attorney, and transcriber.

D. Building Permit Fees. The Developer shall pay any and all Village fees and deposits in effect at the time of building permit application, including, but not limited to, all water and sanitary main connection and inspection fees, water meter, water valve and all other associated costs, fees and deposits.

7. Term. The term of this Agreement will be 20 years from the Effective Date.

8. Annexation Agreement Extension. At the option of the Village, the Village may extend this Annexation Agreement, at its conclusion, for an additional period of up to 20 years for a portion or all of the Property. If the Village wishes to exercise this option, it shall do so in writing not earlier than two years before the expiration of the Annexation Agreement, nor later than three months prior to this Agreement's initial termination date. Notice shall be sent in writing to (i) that entity that has paid the real estate property taxes during one of the last two years for the Property or that portion of the Property for which the Village wishes to extend this Agreement or (ii) to the record title holder of the Property or that portion of the Property for which the Village wishes to extend this Agreement. If the Village decides in its sole and absolute discretion to extend the term of this Agreement, the Village may do so whether or not the Property, or any portion of the Property, has been annexed to the Village. The Village may only extend the term of this Agreement once. In the event that the Village has not exercised the option to extend the term of this Agreement pursuant to this Section 8.

9. Liability and Indemnity of Village.

A. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property or the Public Improvements, and that the Village's review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer or any of his heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to, and does hereby defend, hold harmless and indemnify the Village, the Corporate Authorities, the Plan Commission, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property or the Public Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property or the Public Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Property or the Public Improvements.

D. Defense Expense. If Developer fails to comply with the obligations of Section 9.C., the Developer shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 19.C. of this Agreement.

10. General Provisions.

A. Severability. This Agreement is entered into pursuant to the Village's home rule powers and the provisions of Sec. 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1. In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, that part, portion, clause, word or designation shall not affect the remainder of this Agreement. In addition, the Village and Developer shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Property. In the event that any modification in statute, ordinance, code, rule, or regulations or court ruling should render some provision, clause, word, or designation in this Agreement invalid, the parties will negotiate an amendment to this Agreement, which may take place without a public hearing, to substitute language that will effectuate the intent of this Agreement. In the event that one party or another is prevented by law from fulfilling an obligation under this Agreement, the other party may seek to invalidate that portion of this Agreement, if any, which would provide an unjust benefit without cost or obligation.

B. Remedies. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against any of the Village's elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to

this Agreement against the other party to this Agreement pursuant to this Section 10, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

C. Amendment. This Agreement may be amended from time to time with the consent of the parties, pursuant to statute.

D. Conflict Regulations. The provisions of this Agreement shall supersede the provision of any Village Requirements of Law that may be in conflict with the provisions of this Agreement.

E. Successors and Assigns. This agreement shall inure to the benefit of and be binding upon the Developer and Village and their respective successors and assigns. No conveyance, transfer or assignment of fee title in the Property or of this Agreement shall serve to release the Developer of its duties and obligations already undertaken under this Agreement.

F. Application of Ordinances. Upon annexation, the Property and its use will be subject to all Village ordinances generally applicable throughout the Village except as herein set forth.

G. Recording. After the Developer has paid to the Village the amounts due pursuant to Section 6, of this Agreement and the Developer has paid to the Village an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the Village shall promptly cause this Agreement to be recorded in the Office of the DuPage County Recorder.

H. No Disconnection. The Developer may not petition the Circuit court to take any other action to cause the Property to be disconnected from the Village during the term of this Annexation Agreement or any extension to that term.

I. Recitals and Exhibits. The recitals set forth in the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions to this Agreement.

J. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

K. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("*e-mail*"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days

thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10 each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Community Development Director
E-mail: erodman@glenellyn.org

With a copy to:

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137
Attn: Village Attorney
E-mail: gmathews@glenellyn.org

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

G.E. Hill Ave. Properties, LLC
Attn: Patrick J. Murphy
1N712 Bob O Link Drive
Winfield, IL 60190
E-mail: pjmbi@aol.com

With a copy to:

Nicholas A. Varchetto, P.E., Project Manager
Engineering Resource Associates
3S701 West Avenue, Suite 150
Warrenville, Illinois 60555

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

M. Non-Waiver. Neither the Village nor the Developer shall be under any obligation to exercise any of the rights granted in this Agreement. The failure of either party to exercise at any time any right granted shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

N. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

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

P. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

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

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

S. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

T. Changes in Laws. Unless otherwise provided in this Agreement, any reference to any statute, ordinance, code, rule, or regulation shall be deemed to include any modifications of, or amendments to, any such statute, ordinance, code, rule, or regulation that may occur in the future.

U. Authority to Execute. The parties hereby warrant and represent to each other that (i) each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) neither the execution of this Agreement nor the performance of the obligations assumed by the Developer or the Village will (a) result in a breach or default under any agreement to which the Developer or the Village is a party or to which they or the Property are bound or (b) violate any statute, law, restriction, court order, or agreement to which the parties or the Property are subject.

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

W. No Unreasonable Withholding. Whenever this Agreement requires or allows recommendation or approval by the Village or any of its agents, employees or consultants, such recommendation or approval shall not be unreasonably withheld.

[Signature and acknowledgement pages follow.]

IN WITNESS WHEREOF, the parties have caused this Annexation Agreement to be executed by their duly authorized officers or individually, as the case may be, on November 8, 2022.

VILLAGE OF GLEN ELLYN
An Illinois home rule
Municipal Corporation

BY: _____
Village President

ATTEST:

BY: Penni Cannora
Village Clerk, Deputy

GE HILL AVE. PROPERTIES, LLC., an
Illinois limited liability company

BY: _____
Patrick J. Murphy

ATTEST:

BY: Lori Glaude
ITS: Executive Assistant

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

This instrument was acknowledged before me on November 8, 2022 by the Village President of the **VILLAGE OF GLEN ELLYN**, an Illinois home rule municipal corporation, and by the Village Clerk of Said Village.

Given under my hand and official seal this 8th day of November, 2022.

Lori A Gloude
Signature of Notary

OFFICIAL SEAL
Lori A Gloude
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 26, 2023

SEAL

My commission expires: April 26, 2023

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

This instrument was acknowledged before me on November 8, 2022 by **PATRICK J. MURPHY**, the General Partner of the sole Member of **GE HILL AVE. PROPERTIES, LLC**, an Illinois limited liability company, as such officers of said company as their free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of November, 2022.

Lori A Gloude
Signature of Notary

OFFICIAL SEAL
Lori A Gloude
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 26, 2023

SEAL

My commission expires: April 26, 2023

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Developer: GE HILL AVE. PROPERTIES, LLC., Owner of the Property

Address: 982-994 Hill Avenue

P.I.N.s: 05-12-315-008

Legal Description:

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 ¾ DEGREES WEST 14.66 CHAINS TO A STAKE; THENCE NORTH ½ DEGREE EAST 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST ALONG CENTER OF ROAD 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG SOUTHEASTERLY END OF GOLF AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN SAID SUBDIVISION; THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHESTERLY LINES OF LOTS 9, 8, AND 7 IN SAID SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE OF GOLF AVENUE AS EXTENDED, ALL IN DUPAGE COUNTY ILLINOIS.

EXHIBIT B
PRELIMINARY PLAT

First Amendment Exhibit B

P.I.N.: 05-12-315-008

PRELIMINARY PLAT OF SUBDIVISION
GLEN ESTATES

PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES, AND I HEREBY ALSO RESERVE FOR THAT COMPANY OR COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OR OTHER ENTITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH IS ATTACHED HERETO. THIS IS TO CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREON AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT EACH OF THE SUBJECT LOTS LIE WHOLLY WITHIN SCHOOL DISTRICT 41, SCHOOL DISTRICT 87 AND DUPAGE COUNTY COMMUNITY COLLEGE DISTRICT 502

_____
_____
_____
(ADDRESS)

DATED THIS ____ DAY OF ____ _____ A.D. 20 _____

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY,

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____ A.D. 20___

_____
NOTARY PUBLIC

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE

COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 20___

_____
COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20___

_____
VILLAGE COLLECTOR

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20___

SIGNED _____
PRESIDENT

ATTEST _____
PRESIDENT CLERK

I, _____ VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT

ITS MEETING HELD ON _____ A.D. 20___ IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

_____
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS.

THIS ____ DAY OF _____ 20___

SIGNED _____
CHAIRMAN

ATTEST _____
RECORDING SECRETARY

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS, DOMESTIC WATER AND SANITARY

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS CONTAINED PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, INSOFAR AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH.

I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS COVERING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER THE JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION

I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20___

_____
VILLAGE ENGINEER

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____ DATED _____
OWNER

BY _____ DATED _____
ILLINOIS PROFESSIONAL ENGINEER
NO. _____

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

ON THE _____ DAY OF _____ A.D., 20___

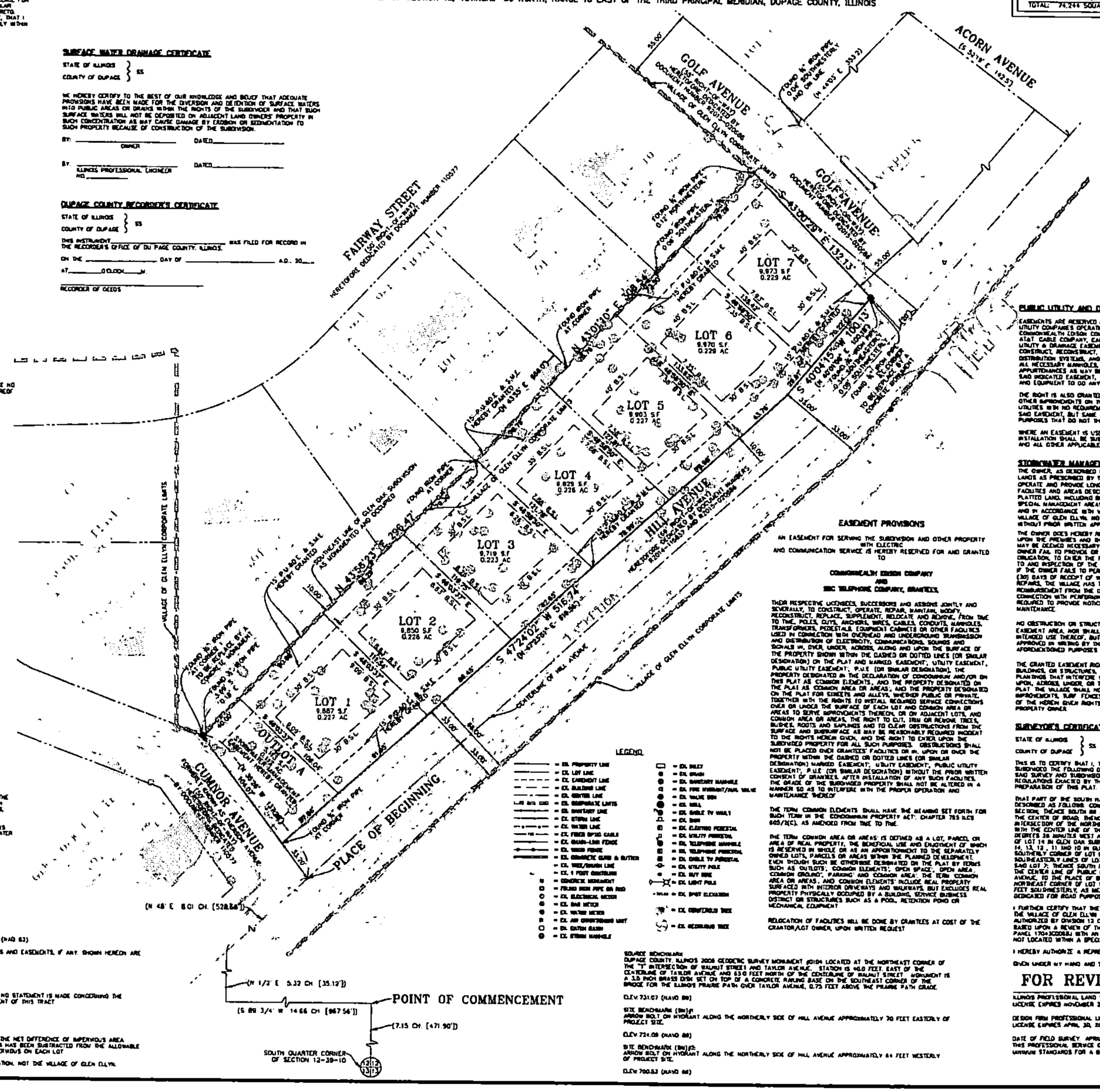
AT _____ O'CLOCK ___M.

_____
RECORDER OF DEEDS

AREA SUMMARY

LOT 1:	8,887 SQUARE FEET (0.227 ACRES±)
LOT 2:	8,850 SQUARE FEET (0.226 ACRES±)
LOT 3:	9,719 SQUARE FEET (0.223 ACRES±)
LOT 4:	8,829 SQUARE FEET (0.225 ACRES±)
LOT 5:	8,903 SQUARE FEET (0.227 ACRES±)
LOT 6:	8,870 SQUARE FEET (0.229 ACRES±)
LOT 7:	8,973 SQUARE FEET (0.229 ACRES±)
OUTLOT A:	5,113 SQUARE FEET (0.117 ACRES±)
TOTAL:	74,244 SQUARE FEET (1.703 ACRES±)

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, ILLINOIS 60137



SCALE: 1"=40'

ABBREVIATIONS

A	ARC LENGTH
B.S.L.	BUILDING SETBACK LINE
CH	CHORD
DOC.	DOCUMENT
E	EAST
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
N	NORTH
P.U.&D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
R	RADIUS
R.O.W.	RIGHT OF WAY
S	SOUTH
S.M.E.	STORMWATER MANAGEMENT EASEMENT
W	WEST
(XXX.XX)	RECORD INFORMATION
[XXX.XX]	CALCULATED INFORMATION
XXX.XX	MEASURED INFORMATION

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GLEN ELLYN ("VILLAGE") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, NICOR GAS COMPANY, WIDE OPEN WEST, ILLINOIS BELL TELEPHONE COMPANY DBA AT&T, CABLE COMPANY, EARGHART, AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL THE AREAS MARKED "PUBLIC UTILITY & DRAINAGE EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILAGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, SURVEY, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING WATER MAINS, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK

THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, PLANTS, FENCES PAVEMENT OR OTHER IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES WITH NO REQUIREMENT TO RESTORE BY THE VILLAGE, NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED AT THE OWNER'S OWN RISK FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS

WHERE AN EASEMENT IS USED FOR BOTH VILLAGE MAINS AND SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES, CODE, AND REGULATIONS OF THE VILLAGE OF GLEN ELLYN AND ALL OTHER APPLICABLE LAWS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

THE OWNER, AS DESCRIBED IN THE OWNER'S CERTIFICATE, AND ITS SUCCESSORS AND ASSIGNS (THE "OWNER") OF THE LANDS AS PRESCRIBED BY THIS PLAT DOES HEREBY AGREE TO PERMANENTLY CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND PROVIDE LONG-TERM MAINTENANCE (THE "MAINTENANCE OBLIGATIONS") FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS DESCRIBED HEREIN AND HEREON IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT" WITHIN THE PLATTED DRAINAGE, INCLUDING BUT NOT LIMITED TO PERMEABLE PAVEMENT, DETENTION PONDS, WETLANDS, FLOODPLAINS, SPECIAL MANAGEMENT AREAS, STORM SEWERS, DRAINAGE DITCHES AND SWALE, AS OUTLINED IN THE STORMWATER REPORT AND IN ACCORDANCE WITH VILLAGE OF GLEN ELLYN'S ORDINANCES AND THE FINAL ENGINEERING PLANS APPROVED BY THE VILLAGE OF GLEN ELLYN, AND CHANGE TO GRADE, TOPOGRAPHY, OR STORMWATER MANAGEMENT AREAS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE.

THE OWNER DOES HEREBY RESERVE FOR AND GRANT TO THE VILLAGE OF GLEN ELLYN, A PERMANENT EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL, AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING AFOREMENTIONED MAINTENANCE OBLIGATIONS SHOULD THE OWNER FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATION. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT AREAS. IF THE OWNER FAILS TO PERFORM ITS MAINTENANCE OBLIGATIONS WITH RESPECT TO SAID FACILITIES, AND AFTER THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE VILLAGE OF SAID FAILURE THE OWNER FAILS TO MAKE THE REQUIRED REPAIRS, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS AND TO SEEK REIMBURSEMENT FROM THE OWNER, AND/OR FILE A LIEN ON THE PROPERTY FOR THE COSTS INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE. IN AN EMERGENCY SITUATION, THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNER PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE.

NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED OVER SAID EASEMENT AREA, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT REASONABLY INTERFERE WITH THE VILLAGE'S INTENDED USE THEREOF, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF APPROVED IN WRITING BY THE VILLAGE OF GLEN ELLYN AND IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES

THE GRANTED EASEMENT RIGHTS TO THE VILLAGE SHALL PROVIDE THE RIGHT TO THE VILLAGE TO REMOVE ANY FENCES, BUILDINGS, OR STRUCTURES, AND TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS, OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OF ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES IN, ON, UPON, ACROSS, UNDER, OR THROUGH ANY DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT WITHIN THIS PLAT. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, SUCH FENCES, TREES, GARDENS, SHRUBS, OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
SBC TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND ADDITIONAL FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED EASEMENT, UTILITY EASEMENT, PUBLIC UTILITY EASEMENT, P.U.E. (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS COMMON ELEMENTS, AND THE PROPERTY DESIGNATED ON THE PLAT AS COMMON AREA OR AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED EASEMENT, UTILITY EASEMENT, PUBLIC UTILITY EASEMENT, P.U.E. (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF

THE TERM COMMON ELEMENTS SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE CONDOMINIUM PROPERTY ACT, CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM COMMON AREA OR AREAS IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE REPRESENTATIVE OWNERS LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS OUTLOTS, COMMON ELEMENTS, OPEN SPACE, OPEN AREA, COMMON GROUND, PARKING AND COMMON AREA. THE TERM COMMON AREA OR AREAS, AND COMMON ELEMENTS INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINEK LICENSED ILLINOIS LAND SURVEYOR NO. 035-003782, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY: AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 88 3/4 DEGREES WEST, 14.66 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREE EAST, 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST, ALONG THE CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF DUCHSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR THE PLACE OF BEGINNING; THENCE NORTH 33 DEGREES 38 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 137.88 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 33 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG THE SOUTHEASTERLY LINE OF GOLF AVENUE, 436.8 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN GLEN OAK SUBDIVISION; THENCE NORTH 44 DEGREES 43 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8, AND 7 IN AND GLEN OAK SUBDIVISION, 363.7 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 53 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE, 143.9 FEET TO THE CENTER LINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE, OF GOLF AVENUE EXTENDED, ALSO EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES BY DOCUMENT R2014-115837, ALL IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED AND THAT BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL 17043C0208J WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, IT IS MY OPINION THAT THE PROPERTY PLATTED HEREON IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT HARRISVILLE, ILLINOIS, THIS _____ DAY OF _____ A.D. 20___

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2021

DATE OF FIELD SURVEY: APRIL 15, 2020
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

TIMOTHY B. MARTINEK
3782
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
HARRISVILLE, ILLINOIS

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM – EAST ZONE (NAD 83)
2. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
3. ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT
6. LOTS 1-7 IN GLEN ESTATES ARE ZONED R-1 SINGLE FAMILY RESIDENTIAL.
7. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.
8. THE DRIVEWAY APRONS AND SIDEWALK WITHIN THE SUBJECT PROPERTY ACCUMULATE TO 6,218 S.F. OF IMPERVIOUS. THE NET DIFFERENCE OF IMPERVIOUS AREA BETWEEN THE EXISTING AND PROPOSED ROADWAY RESULTS IN AN INCREASE OF 1,540 SQUARE FEET. THESE AREAS HAS BEEN SUBTRACTED FROM THE ALLOWABLE 23,000 S.F LEAVING 17,246 S.F. FOR THE 7 LOTS, RESULTING IN AN ALLOWABLE 2,463 SQUARE FEET MAXIMUM IMPERVIOUS ON EACH LOT
9. STORM SEWERS ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNER ASSOCIATION, NOT THE VILLAGE OF GLEN ELLYN.

SOURCE BENCHMARK
DUPAGE COUNTY, ILLINOIS 2008 GEODETIC SURVEY MONUMENT (G104 LOCATED AT THE NORTHEAST CORNER OF THE "I" INTERSECTION OF WALNUT STREET AND TAYLOR AVENUE. STATION IS 140.0 FEET EAST OF THE CENTERLINE OF TAYLOR AVENUE AND 13.0 FEET NORTH OF THE CENTERLINE OF WALNUT STREET. MONUMENT IS A 3.5 INCH BRASS DISK SET ON TOP OF A CONCRETE RAILING BASE ON THE SOUTHEAST CORNER OF THE BRIDGE FOR THE ILLINOIS PRAIRIE PATH OVER TAYLOR AVENUE, 0.75 FEET ABOVE THE PRAIRIE PATH GRADE

ELEV 731.07 (NAVD 88)

SITE BENCHMARK (BM)#:
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY SIDE OF HILL AVENUE APPROXIMATELY 70 FEET EASTERLY OF PROJECT SITE.

ELEV 724.08 (NAVD 88)

SITE BENCHMARK (BM)#2:
ARROW BOLT ON HYDRANT ALONG THE NORTHERLY SIDE OF HILL AVENUE APPROXIMATELY 64 FEET WESTERLY OF PROJECT SITE.

ELEV 700.63 (NAVD 88)

PREPARED FOR:
PATRICK J. MURPHY BUILDERS

ENGINEERING RESOURCE ASSOCIATES
26701 W. WEST AVENUE, SUITE 150
WAUCONDA, ILLINOIS 60085
PHONE: (630) 393-3080
FAX: (630) 393-3183

PRELIMINARY PLAT OF SUBDIVISION
GLEN ESTATES
GLEN ELLYN, ILLINOIS

SCALE: 1"=40'
DATE: 02-25-2021
JOB NO: 150108
SHEET 1 OF 1

DRAWN BY: CMB
DESIGN BY: TBM
APPROVED BY: TBM

© (PROJECTS)\Patrick J Murphy Builders Inc\150108 GE PRELIMINARY PLAT PLAT OF SUBDIVISION.dwg Updated by tbmartinek 2/25/2021

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EXHIBIT C
FINAL PLAT

First Amendment Exhibit C

P.I.N.: 05-12-315-008

FINAL PLAT OF SUBDIVISION
GLEN ESTATES

PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, ILLINOIS 60137

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES STREETS, ALLEYS, AND FACILITIES, AND I HEREBY ALSO RESERVE FOR THAT COMPANY OR COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OR OTHER ENTITIES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH IS ATTACHED HEREETO. THIS IS TO CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREON AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT EACH OF THE SUBJECT LOTS LIE WHOLLY WITHIN SCHOOL DISTRICT 41, SCHOOL DISTRICT 87 AND DUPAGE COUNTY COMMUNITY COLLEGE DISTRICT 502

_____
_____
_____
[ADDRESS]

DATED THIS ____ DAY OF _____ A.D. 20 _____

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY,

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS ____ DAY OF _____ A.D. 20___

_____
NOTARY PUBLIC

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE

COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 20___

_____
COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20___

_____
VILLAGE COLLECTOR

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN,

DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20___

SIGNED _____

ATTEST _____
PRESIDENT CLERK

I HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT _____ VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO

ITS MEETING HELD ON _____, A.D. 20___ IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS

_____
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS.

THIS _____ DAY OF _____ 20___

SIGNED _____
CHAIRMAN

ATTEST _____
RECORDING SECRETARY

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS, DOMESTIC WATER AND SANITARY

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, INSOFAR AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH

I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS CONCERNING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND DISTRIBUTION SYSTEM UNDER THE JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION

I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN CHANGED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 20___

_____
VILLAGE ENGINEER

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83).
2. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
3. ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. LOTS 1-7 IN GLEN ESTATES ARE ZONED R-2 SINGLE FAMILY RESIDENTIAL.
7. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.
8. THE DRIVEWAY APRONS AND SIDEWALK WITHIN THE SUBJECT PROPERTY ACCUMULATE TO 8,318 S.F. OF IMPERVIOUS. THE NET DIFFERENCE OF IMPERVIOUS AREA BETWEEN THE EXISTING AND PROPOSED ROADWAY RESULTS IN AN INCREASE OF 1,540 SQUARE FEET. THESE AREAS HAS BEEN SUBTRACTED FROM THE ALLOWABLE 25,000 S.F. LEAVING 17,344 S.F. FOR THE 7 LOTS, RESULTING IN AN ALLOWABLE 2,463 SQUARE FEET MAXIMUM IMPERVIOUS ON EACH LOT.
9. STORM SEWERS ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNER ASSOCIATION, NOT THE VILLAGE OF GLEN ELLYN

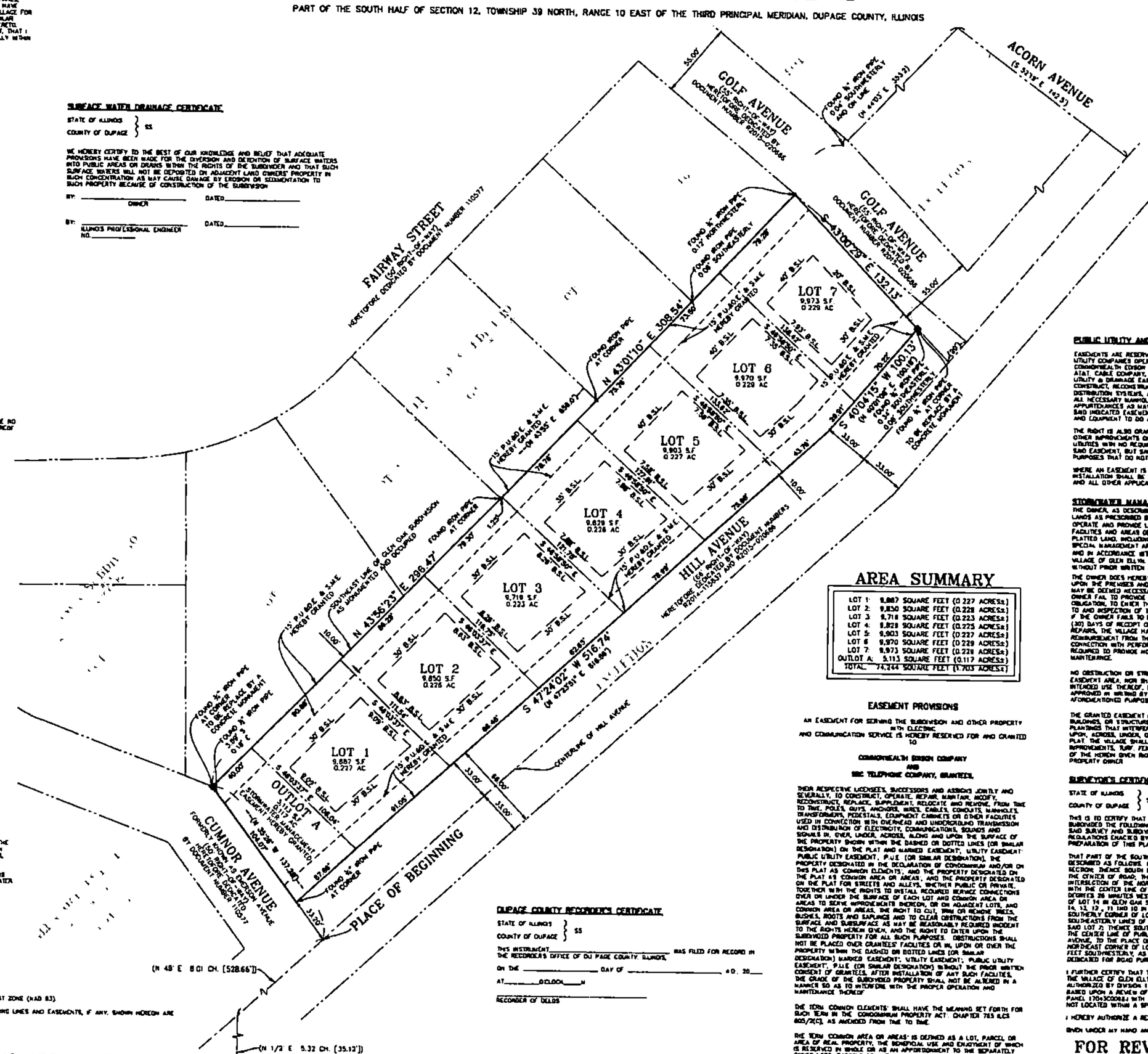
SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OWNERS PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION

BY: _____ DATED _____
OWNER

BY: _____ DATED _____
ILLINOIS PROFESSIONAL ENGINEER
NO. _____



AREA SUMMARY

LOT 1:	9,887 SQUARE FEET (0.227 ACRES±)
LOT 2:	9,850 SQUARE FEET (0.226 ACRES±)
LOT 3:	9,716 SQUARE FEET (0.223 ACRES±)
LOT 4:	9,828 SQUARE FEET (0.225 ACRES±)
LOT 5:	9,903 SQUARE FEET (0.227 ACRES±)
LOT 6:	9,970 SQUARE FEET (0.229 ACRES±)
LOT 7:	9,973 SQUARE FEET (0.228 ACRES±)
OUTLOT A:	5,113 SQUARE FEET (0.117 ACRES±)
TOTAL:	74,244 SQUARE FEET (1.703 ACRES±)

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
SBC TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED EASEMENT, "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E. (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS COMMON ELEMENTS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED EASEMENT, "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E. (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES, AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM COMMON ELEMENTS SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE COMMONWEALTH PROPERTY ACT, CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM COMMON AREA OR AREAS IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS OUTLOTS; COMMON ELEMENTS; OPEN SPACE; OPEN AREA; COMMON GROUND; PARKING; AND COMMON AREA; THE TERM COMMON AREA OR AREAS, AND COMMON ELEMENTS INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS INSTRUMENT_____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS,

ON THE _____ DAY OF _____ A.D. 20___

AT _____ O'CLOCK ___M

_____
RECORDER OF DEEDS

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GLEN ELLYN ("VILLAGE") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, NICOR GAS COMPANY, NICE GPON, WEST, ILLINOIS BELL TELEPHONE COMPANY DBA AT&T, CABLE COMPANY, CABLECAST, AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL THE AREAS MARKED "PUBLIC UTILITY & DRAINAGE EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, SURVEY, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING WATER MAINS, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPURTENANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK

THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, PLANTS, FENCES PAVEMENT OR OTHER IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES WITH NO REQUIREMENT TO RESTORE BY THE VILLAGE. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED AT THE OWNER'S RISK FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS

WHERE AN EASEMENT IS USED FOR BOTH VILLAGE MAINS AND SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES, CODE, AND REGULATIONS OF THE VILLAGE OF GLEN ELLYN AND ALL OTHER APPLICABLE LAWS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

THE OWNER, AS DESCRIBED IN THE OWNER'S CERTIFICATE, AND ITS SUCCESSORS AND ASSIGNS (THE "OWNER") OF THE LANDS AS PRESCRIBED BY THIS PLAT DOES HEREBY AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND PROVIDE LONG-TERM MAINTENANCE (THE "MAINTENANCE OBLIGATIONS") FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS DESCRIBED HEREON AND HEREON IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT" WITHIN THE PLATTED LANDS, INCLUDING BUT NOT LIMITED TO PERMEABLE PAVEMENT, DETENTION PONDS, WETLANDS, FLOODPLAINS, SPECIAL MANAGEMENT AREAS, STORM SEWERS, DRAINAGE DITCHES AND SWALE, AS OUTLINED IN THE STORMWATER REPORT AND IN ACCORDANCE WITH VILLAGE OF GLEN ELLYN'S ORDINANCES AND THE FINAL ENGINEERING PLANS APPROVED BY THE VILLAGE OF GLEN ELLYN. NO CHANGE TO GRADE, TOPOGRAPHY, OR STORMWATER MANAGEMENT AREAS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE.

THE OWNER DOES HEREBY RESERVE FOR AND GRANT TO THE VILLAGE OF GLEN ELLYN, A PERMANENT EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL, AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING AFOREMENTIONED MAINTENANCE OBLIGATIONS SHOULD THE OWNER FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATION. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT AREAS. IF THE OWNER FAILS TO PERFORM ITS MAINTENANCE OBLIGATIONS WITH RESPECT TO SAID FACILITIES, AND AFTER THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE VILLAGE OF SAID FAILURE THE OWNER FAILS TO MAKE THE REQUIRED REPAIRS, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS AND TO SEEK REIMBURSEMENT FROM THE OWNER, AND/OR FILE A LIEN ON THE PROPERTY FOR THE COSTS INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE. IN AN EMERGENCY SITUATION THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNER PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE.

NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED OVER SAID EASEMENT AREA; NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT REASONABLY INTERFERE WITH THE VILLAGE'S INTENDED USE THEREOF, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING, OR OTHER PURPOSES IF APPROVED IN WRITING BY THE VILLAGE OF GLEN ELLYN AND IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES

THE GRANTED EASEMENT RIGHTS TO THE VILLAGE SHALL PROVIDE THE RIGHT TO THE VILLAGE TO REMOVE ANY FENCES, BUILDINGS, OR STRUCTURES, AND TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS, OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OR ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES ON, UPON, ACROSS, UNDER, OR THROUGH ANY DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT WITHIN THIS PLAT. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, TURF, GARDENS, SHRUBS, OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINEK LICENSED ILLINOIS LAND SURVEYOR NO. 035-003782, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY: AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 88 3/4 DEGREES WEST, 14.66 CHAINS TO A STAKE, THENCE NORTH 1/2 DEGREE EAST, 5.32 CHAINS TO THE CENTER OF ROAD, THENCE NORTH 48 DEGREES EAST, ALONG THE CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EICKSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE, FOR THE PLACE OF BEGINNING, THENCE NORTH 33 DEGREES 39 MINUTES WEST, ALONG SAID NORTHEASTERLY LINE OF EICKSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION, THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG THE SOUTHEASTERLY LINE OF GOLF AVENUE, 616.8 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN GLEN OAK SUBDIVISION, THENCE NORTH 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8, AND 7 IN SAID GLEN OAK SUBDIVISION, 303.3 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 53 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE, 143.5 FEET TO THE CENTER LINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10 IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTERLY AS MEASURED ALONG SAID CENTER LINE, OF GOLF AVENUE EXTENDED, ALSO EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES BY DOCUMENT R2001-119832, ALL IN DUPAGE COUNTY, ILLINOIS

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 13 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED AND THAT BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL 17031C0088J WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, IT IS MY OPINION THAT THE PROPERTY PLATTED HEREON IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS, THIS _____ DAY OF _____ A.D. 20___

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2023

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2021

DATE OF FIELD SURVEY: APRIL 13, 2020
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

TIMOTHY B. MARTINEK
3782
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WARRENVILLE, ILLINOIS

SCALE: 1"=40'
DATE: 02-25-21
JOB NO: 1-30108
SHEET 1 OF 1

TITLE: FINAL PLAT OF SUBDIVISION GLEN ESTATES GLEN ELLYN, ILLINOIS

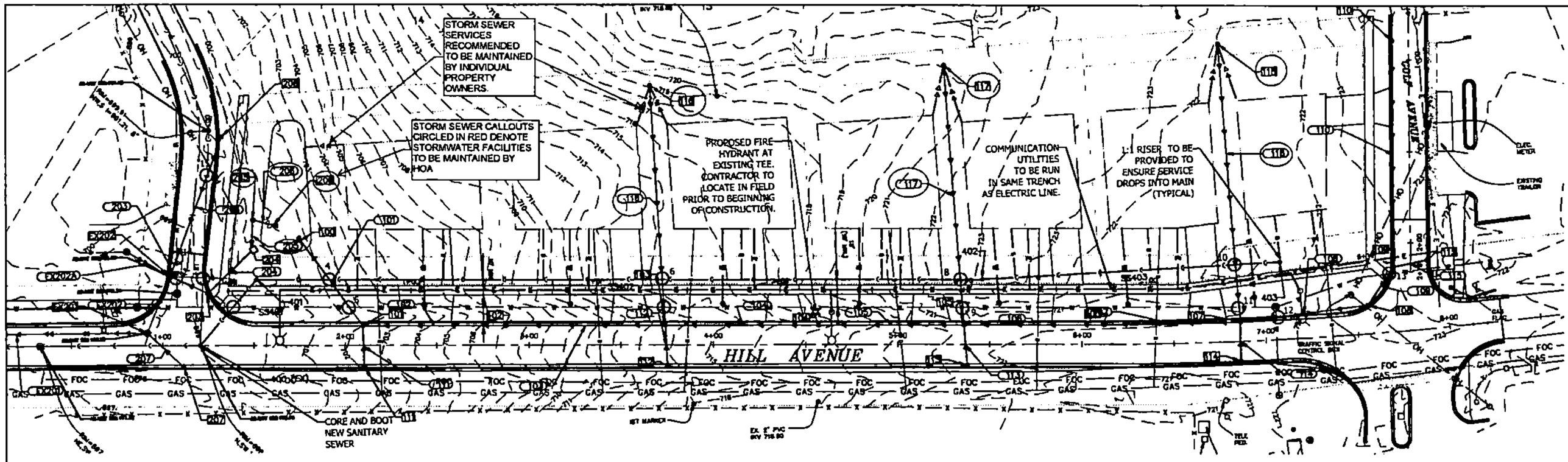
PREPARED FOR: PATRICK J. MURPHY BUILDERS

ENGINEERING RESOURCE ASSOCIATES
35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

DRAWN BY: CMB
CHECKED BY: TBM
APPROVED BY: TBM

G:\PROJECTS\Patrick J. Murphy Builders Inc\130108.00 Hill and Golf\CADD\SURVEY\130108 FINAL PLAT OF SUBDIVISION.dwg Unplotted by: tbmartinek 8/19/2021

EXHIBIT D
FINAL ENGINEERING PLAN



UTILITY LEGEND

- UTILITY CROSSING
- WATER SEWER
- SANITARY SEWER
- SANITARY SERVICE (6" PVC)
- STORM SEWER
- SUMP PUMP LINE (6" PVC)
- ELECTRIC UTILITY
- GAS SERVICE
- SANITARY MANHOLE
- STORM MANHOLE

UTILITY NOTES:

1. STORMWATER MANAGEMENT CONVEYANCE FACILITIES (SEWERS, SWALES) MUST BE INSTALLED AT THE BEGINNING OF CONSTRUCTION TO AVOID IMPACTS TO OFFSITE PROPERTIES.
2. OVERHEAD UTILITIES ON GOLF AND CUMNOR TO BE UNDERGROUND. DIRECTIONAL BORE WHERE GOING UNDER EXISTING IMPROVEMENTS.
3. ELECTRIC, COMMUNICATION, AND GAS LINES TO BE AT LEAST 18" ABOVE WATER, SANITARY, AND STORM UTILITIES.
4. MINIMUM 10' SEPARATION BETWEEN WATERMAIN AND STORM OR SANITARY MAINS THAT RUN PARALLEL.
5. ALL SANITARY SERVICES WILL EXTEND FROM MAIN AT 2% UNTIL 10' PAST WATER MAIN, THEN A 1:1 RISER WILL BE INSTALLED.
6. ALL SANITARY SERVICE LINES SHALL BE PVC SDR 26, MEETING THE REQUIREMENTS OF ASTM D-2241 AND THE FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM D-3212.

	Top Crossing		Bottom Crossing		
Crossing #	Type	Bottom of Pipe Elevation	Type	Top of Pipe Elevation	Elevation Difference (ft)
1	Storm	694.75	Sanitary	689.85	4.90
2	Storm	694.19	Water	691.90	2.29
3	Water	693.30	Sanitary	691.80	1.50
4	Storm	699.24	Sanitary	695.99	3.26
5	Storm	699.35	Water	697.13	2.22
6	Storm	707.62	Sanitary	703.23	4.39
7	Storm	707.59	Water	706.05	1.54
8	Storm	712.11	Sanitary	709.79	2.32
9	Water	713.42	Storm	711.46	1.95
10	Storm	717.41	Sanitary	715.71	1.70
11	Storm	717.84	Water	716.33	1.51
12	Storm	717.51	Water	715.90	1.61
13	Storm	718.98	Water	717.45	1.53
14	Storm	695.96	Water	692.50	3.46
15	Storm	696.84	Sanitary	691.32	5.52

EXHIBIT D

STORM STRUCTURES

100
1+75.62, 57.07'Lt
27" FES
RIM: 701.76
INV:698.20 (27.00,E)

101
2+09.73, 10.57'Lt
4' MH TYPE 3 F&G
RIM: 702.31
INV:698.99 (21.00,NE)
INV:699.64 (12.00,SE)
INV:698.49(27.00,W)

102
2+87.53, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 706.14
INV:702.61 (21.00,NE)
INV:700.70(21.00,SW)

103
3+73.97, 10.64'Lt
4' MH TYPE 3 F&G
RIM: 710.33
INV:706.50 (18.00,NE)
INV:706.50 (12.00,SE)
INV:706.50 (12.00,NW)
INV:704.51(21.00,SW)

104
4+57.00, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 714.69
INV:710.12 (18.00,NE)
INV:708.33(18.00,SW)

105
5+35.98, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 718.26
INV:714.30 (18.00,NE)
INV:714.30 (12.00,SE)
INV:714.30 (12.00,NW)
INV:712.29(18.00,SW)

106
6+11.95, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 720.98
INV:716.06 (15.00,NE)
INV:715.82(18.00,SW)

107
6+86.37, 10.50'Lt
4' MH TYPE 3 F&G
RIM: 722.67
INV:717.92 (15.00,NE)
INV:718.30 (12.00,SE)
INV:718.30 (12.00,NW)
INV:717.91(15.00,SW)

108
7+56.42, 15.48'Lt
4' MH TYPE 3 F&G
RIM: 723.00
INV:719.32 (15.00,N)
INV:719.31(15.00,SW)

109
7+72.22, 35.31'Lt
4' MH TYPE 11 F&G
RIM: 723.93
INV:719.82 (15.00,NW)
INV:720.20 (12.00,NE)
INV:719.82(15.00,S)

110
7+82.44, 158.51'Lt
4 INLET TYPE 11 F&G
RIM 723.55
INV:720.44(15.00,SE)

111
2+10.57, 11.54'Rt
4' INLET TYPE 3 F&G
RIM: 702.01
INV:699.75(12.00,NW)

112
3+75.31, 11.36'Rt
4' INLET TYPE 3 F&G
RIM: 710.09
INV:707.56(12.00,NW)

113
5+37.67, 11.29'Rt
4' INLET TYPE 3 F&G
RIM: 717.59
INV:714.74(12.00,NW)

114
6+85.99, 10.55'Rt
4' INLET TYPE 3 F&G
RIM: 722.47
INV:718.72(12.00,NW)

115
7+90.97, 37.37'Lt
4' INLET TYPE 11 F&G
RIM: 723.73
INV:720.29(12.00,SW)

116
3+56.02, 141.21'Lt
4' MH TYPE 8 F&G
RIM: 718.78
INV:712.78(12.00,SE)

117
5+25.08, 152.18'Lt
4' MH TYPE 8 F&G
RIM: 722.98
INV:717.14(12.00,SE)

118
6+79.30, 162.68'Lt
4' MH TYPE 8 F&G
RIM: 722.31
INV:719.06(12.00,SE)

203
4' MH TYPE 11 F&G
RIM: 699.80
INV:694.55 (18.00,N)
INV:694.48(18.00,W)

204
1+48.66, 51.17'Lt
SQUARE STRUCTURE WITH 4'X4' GRATE
RIM: 702.50
INV:695.71 (12.00,NW)
INV:695.21(18.00,S)

205
1+49.60, 68.40'Lt
4' RESTRICTOR MH CLOSED LID
RIM: 702.40
INV:698.00 (12.00,NE)
INV:696.09(12.00,SE)

206
1+60.77, 65.61'Lt
12" FES
RIM: 699.43
INV:698.20(12.00,SW)

207
1+11.44, 11.47'Rt
4' INLET TYPE 3 F&G
RIM. 698.48
INV:694.71(12.00,W)

208
1+32.56, 113.83'Lt
4' INLET TYPE 11 F&G
RIM: 699.62
INV:696.27(12.00,S)

EX200
EXISTING 4' STRUCTURE
RIM: 694.54
INV:692.50 (18.00,NE)

EX201
0+91.58, 6.78'Lt
EXISTING 4' STRUCTURE
RIM: 698.12
INV:694.14 (18.00,N)
INV:694.44 (12.00,E)
INV:693.94(18.00,SW)

EX202
1+04.27, 37.55'Lt
4' MH TYPE 11 F&G
RIM: 699.33
INV:694.14 (18.00,E)
INV:694.14 (15.00,W)
INV:694.64 (12.00,N)
INV:694.14(18.00,S)

STORM PIPES

101: 58LF - 27" STORM SEWER @ 0.50%
102: 78LF - 21" STORM SEWER @ 2.20%
103: 86LF - 21" STORM SEWER @ 2.20%
104: 83LF - 18" STORM SEWER @ 2.20%
105: 79LF - 18" STORM SEWER @ 2.50%
106: 76LF - 18" STORM SEWER @ 2.00% (C900)
107: 74LF - 15" STORM SEWER @ 2.50% (C900)
108: 70LF - 15" STORM SEWER @ 2.00% (C900)
109: 25LF - 15" STORM SEWER @ 2.00% (C900)
110: 124LF - 15" STORM SEWER @ 0.50%
111: 22LF - 12" STORM SEWER @ 0.50%
112: 22LF - 12" STORM SEWER @ 4.80%
113: 22LF - 12" STORM SEWER @ 2.00%
114: 21LF - 12" STORM SEWER @ 2.00%
115: 19LF - 12" STORM SEWER @ 0.50%
116: 131LF - 12" STORM SEWER @ 4.80%
117: 142LF - 12" STORM SEWER @ 2.00%
118: 152LF - 12" STORM SEWER @ 0.50%
203: 23LF - 18" STORM SEWER @ 1.50%
204: 33LF - 18" STORM SEWER @ 2.00%
205: 17LF - 12" STORM SEWER @ 2.20%
206: 12LF - 12" STORM SEWER @ 1.70%
207: 27LF - 12" STORM SEWER @ 1.00%
208: 81LF - 12" STORM SEWER @ 2.00% (C900)
EX201: 144LF - 18" STORM SEWER @ 1.00%
EX202: 33LF - 18" STORM SEWER @ 0.00%
EX202A: 27LF - 15" STORM SEWER @ 1.00%

ENGINEERING RESOURCE ASSOCIATES
3291 WEST AVENUE, SUITE 150
NAPERVILLE, ILLINOIS 60564
PHONE (630) 793-3150
FAX (630) 793-3152
www.engineeringra.com

PATRICK J MURPHY BUILDERS

GLEN ESTATES
HILL AVENUE GLEN ELLYN
PROJECT 150106

DATE	04-30-2020
PROJECT #	150106.00
PROF. DESIGN #	184.001186
DRAWN BY	TF
CHECKED BY	NAV

08-20-2021 PERMIT REVISION #4
04-30-2020 PERMIT SUBMITTAL
DESCRIPTION:

UTILITY PLAN

C-8.1
SHEET

EXHIBIT E
DECLARATION OF COVENANTS AND RESTRICTIONS FOR GLEN ESTATES SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

GLEN ESTATES SUBDIVISION

GLEN ELLYN, ILLINOIS

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GLEN ESTATES SUBDIVISION

This Declaration is made this 8th day of November, 2022 by G. E. Hill Ave. Properties, LLC, an Illinois Limited Liability Company (hereinafter referred as "Declarant").

W I T N E S E T H:

WHEREAS, the Declarant is the owner of the real property commonly known as Glen Estates and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as "Subject Property"), and

WHEREAS, Glen Estates will be developed as a residential Common consisting of single-family detached dwellings; and

WHEREAS, the Declarants desire to promote the orderly development of the Subject Property compatible with the neighboring properties and to provide for the maintenance of stormwater management areas and other common areas or facilities in the neighborhood by subjecting the property owned by them and described herein to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, the Declarants desire to subject said Subject Property to the covenants, restrictions, conditions, reservations, easements, charges, and liens set forth in this Declaration.

NOW, THEREFORE, G. E. Hill Ave. Properties, LLC hereby declares that the real property described in Exhibit A is and shall be held, sold, conveyed, transferred, mortgaged, and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of and administration of the single-family residential portion of the Subject Property. These easements, covenants, restrictions, provisions, conditions, reservations, charges, and liens shall run with the Subject Property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit A, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Glen Estates Home Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Glen Estates Home Owners Association.

Section 3. "Covenantor" shall mean and refer to G. E. Hill Ave. Properties, LLC., its successors or assigns (other than the purchaser of a single Lot).

Section 4. "Covenants and Restrictions" shall mean and refer to the covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

Section 5. "Subject Property" shall mean the property herein referred to and legally described in Exhibit A which by this Declaration is subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described.

Section 6. "Dwelling" or "Dwelling Unit " shall mean a single-family residential building or portion thereof as permitted under the Residential District zoning classification by the Village of Glen Ellyn.

Section 7. "Final Plat" shall mean and refer to the Final Plat of Subdivision for Glen Estates Subdivision recorded on 11/10/22, as Document R2022-100604 in DuPage County, Illinois. A copy of the Final Plat is attached as Exhibit B attached hereto and made a part hereof.

Section 8. "Home Owners Association" shall mean and refer to the Glen Estates Home Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 9. "Lot" shall mean and refer to a parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling plus out-buildings or parking area and having frontage on a public street.

Section 10. "Occupant" shall mean a person or persons, other than an owner, in lawful possession of one or more residences.

Section 11. "Owner" shall mean the person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot, and their successors and assigns. For the purpose of this Declaration, unless otherwise specifically provided herein, the word "Owner" shall include any trust and beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Lot and the Declarants as to all unsold Lots which are or will be constructed upon the Subject Property.

Section 12. "Person" shall mean a natural individual, corporation, partnership, or other entity capable of holding title to or any lesser interest in real property.

Section 13. "Record" or "place of record" shall mean to record a document in the Office of the Recorder of Deeds of DuPage County, Illinois.

Section 14. "Story" shall mean that portion of a building included between the surface of any floor and the surface of the floor next above or, if there is no floor above, the space between the floor and the ceiling next above. A basement shall not be counted as a story.

Section 15. "Structure" shall mean anything other than a Dwelling Unit erected or constructed on a Lot, the use of which requires more or less permanent location on or in the ground including, but not limited to, parking areas, permanent recreation equipment, ornamental masonry walls and fences.

Section 16. "Glen Estates" shall mean the Subject Property including the Glen Estates Subdivision.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.

Section 2. Burden Upon the Property. The Declarants declares that this Declaration and the covenants, restrictions, conditions, reservations, easements, charges, and liens established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and shall be binding upon each and every owner and his or her respective mortgagees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

Section 3. Non-Severability of Rights. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

ARTICLE III

GENERAL PURPOSE

The purpose of this Declaration is to provide standards of maintenance in the Subject Property so as to ensure a residential community of high quality and character for

the benefit and convenience of all owners of the Subject Property and all residents of Glen Estates Subdivision.

ARTICLE IV

HOME OWNERS ASSOCIATION

Section 1. Creation. Within forty-five days of the recording of this Declaration, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the Glen Estates Home Owners Association.

Section 2. Membership. Every person or entity who is a record owner of a Lot in the Subject Property or who is the beneficiary of a land trust holding title to a Lot in Glen Estates shall be a member of the Home Owners Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to the effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of its ownership of a Lot in the Subject Property at which time the new owner shall automatically become a member of Glen Estates Home Owners Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Lot to which it is appurtenant.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a Lot in the Subject Property, all such persons or entities shall be considered collectively as one member.

Each member of the Home Owners Association shall be bound by and shall observe the terms and provisions of this Declaration, and the Articles of Incorporation and the By-Laws of the Home Owners Association, and the rules and regulations promulgated from time to time by the Home Owners Association or its Board of Directors.

Any person or entity who holds an interest in a Lot in Glen Estates merely as a security for the performance of an obligation or any person in possession of a Lot under a contract to purchase such Lot shall not be a member of the Home Owners Association.

No member shall have any right or power to disclaim, terminate or withdraw from its membership in the Home Owners Association or from any of its obligations as such member by abandonment of its residence or for any other reason.

Ownership of a Lot in the Subject Property shall be the sole qualification for membership and there shall be one membership for each Lot.

Section 3. Voting Rights. The Home Owners Association shall have two classes of voting members:

a. Class A: Class A members shall be all record Owners of Lots in the Subject Property and all beneficiaries of land trusts holding title to Lots in the Subject Property with the exception of the Covenantor.

b. Class B: Class B member shall be the Covenantor, its successors or assigns (other than the purchaser of a single Lot).

The Class A members shall be entitled to one vote for each Lot owned. If more than one person or entity is the record owner or beneficiary of the title-holding land trust

of a Lot in Glen Estates, then the vote for that Lot or unit shall be exercised as those persons or entities amongst themselves determine. No more than one vote shall be cast with respect to any such Lot.

The Class B member shall be entitled to two votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: a) upon the conveyance of the last Lot in Glen Estates held by any Class B member to any entity other than to Covenantor, or b) whenever the Class B member elects to do so, or c) ten years after the incorporation of The Home Owners Association.

The Home Owners Association shall have the right to suspend the voting rights of any member, regardless of voting class, for any period during which an assessment, fee or a penalty levied by the Home Owners Association against the member's Lot remains unpaid.

ARTICLE V

MAINTENANCE ASSESSMENTS FOR GLEN ESTATES

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of a Lot in Glen Estates by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document or conveyance, shall be deemed to covenant and agree to pay to the Home Owners Association regular assessments of charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Home Owners Association shall be used for the purpose of promoting the health, safety, and welfare of the residents in the Subject Property and for any purpose of the Home Owners Association as specified in this Declaration or the Articles of Incorporation. All funds collected (except for such special assessment as may be levied against less than all of the members and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use, and account of each of the members in the ratio that the area of the Lots owned by each member bears to the total area of the number of Lots in the Subject Property as the same is constituted from time to time.

Section 3. Regular Assessments. The Home Owners Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Home Owners Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4. Procedure. The Board of Directors of the Home Owners Association shall determine the amount of the assessment against each Lot for each assessment year or any special assessment pursuant to this Declaration and the By-Laws of the Association. The assessments for each Lot shall be based on the ratio of 14.286% (1/7th) multiplied times the total Association assessment for the year or times total special assessment as the case may be.

The Home Owners Association shall, upon written demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Home Owners Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Board of Directors may establish a fee and method of payment for said fee for furnishing said certificate.

Section 5. Change in Basis of Regular Assessments. The Board of Directors of the Home Owners Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board of Directors at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Section 8. Reserve and Contingency Fund. The Board shall fund and maintain a reasonable reserve for contingencies and replacements ("Reserve Fund"). Upon the conveyance of title to a Lot to the first purchaser of said Lot, the grantee thereof shall pay to the Home Owners Association the sum of $500.00 which shall be deposited in the Reserve Fund; said payment is not in lieu of any annual assessment and is not refundable to the purchaser upon sale of its Lot.

Section 9. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees, become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then Owner, his grantees, heirs, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a Lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners provided that it shall be subordinate to an assignment of rent held by a mortgagee delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest

per annum permitted by the usury laws of the State of Illinois and the Home Owners Association may bring an action at law against the owner personally obligated to pay same and/or to foreclose the lien against the property and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with all costs of the action. The venue for all legal action shall be in DuPage County. The persons in possession shall be authorized to accept the summons for the owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Home Owners Association, the trustee shall furnish the Home Owners Association with a certified copy of the trust agreement so that the Home Owners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessment.

Section 10. Continuing Obligation. The failure or delay of the Board of Directors to prepare or serve notice of the annual or adjusted assessment on the owners shall not constitute a waiver or release in any manner of such owner's obligation to pay the assessments herein described including the maintenance costs and necessary reserves for the Home Owners Association as herein provided whenever the same shall be determined, and in the absence of notice of the annual or adjusted assessment each owner shall continue to pay the assessment at the then existing rate established for the previous period until such annual or adjusted assessment shall have been mailed or delivered.

Section 11. Non-Escape from Obligation. No owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

Section 12. Subordination of the Lien to the Mortgage. The lien for the assessments provided for herein may for any reason be subordinated by the Home Owners Association by written document executed by its duly authorized officers and shall without any writing be subordinated to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject Lot provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to the decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead right of the owners since it runs with the land and is in existence before commencement of ownership interests.

ARTICLE VI

MAINTENANCE AND REPAIR

Section 1. Responsibility of Owners. Each owner of a Lot in the Subject Property shall provide, at his own expense, all of the maintenance, decorating, repairs, and replacement on his own Lot and adjoining parkways, except for those portions of Lots which are to be maintained by the Home Owners Association, and shall keep same in good condition.

Within ninety days of the date of issuance of a certificate of occupancy for Dwelling, the owner of the Lot shall have established grass and landscaping on the entire Lot with seed or sod, weather permitting, and except for those areas that are to be maintained in a natural state.

Section 2. Liability for Damage to Property. Each Owner in Glen Estates shall be liable for the expense of any maintenance, repair, or replacement of any property, including but not limited to landscaping, for which the Home Owners Association is responsible to maintain in the Subject Property rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guests, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE VII

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

Section 1. Design Review Committee.

a. Purpose. The Design Review Committee is established to ensure that Glen Estates remains an attractive, harmonious residential development having continuing appeal. In order to achieve this objective, architectural controls and maintenance standards shall be established. The purpose of the Design Review Committee is to maintain the aesthetic harmony within Glen Estates through assistance and review of various exterior improvements to homeowner's property, including, but not limited to, landscaping.

b. Composition. The Design Review Committee shall consist of a minimum of three members which shall be appointed by the Board of Directors and may include one or more Board members. The Board of Directors reserves the right to remove and replace any member of the Design Review Committee, at any time, at its sole discretion. The By-Laws and/or Design Review Guidelines of the Association shall set forth the (i) powers of the Design Review Committee, (ii) the criteria by which the Design Review Committee will review proposed plans, (iii) the number, tenure, term and qualifications of the members of the Design Review Committee, (iv) manner of appointment and removal, and (v) the operation of the Design Review Committee. Until there are no remaining Class B voting members pursuant to Article IV, Section 3b hereof, the Covenantor shall be deemed to be the Design Review Committee and the Covenantor shall establish the Design Review guidelines.

c. Guidelines. The Association shall establish Design Review Guidelines which shall set forth architectural and maintenance standards for (i) the construction, erection, installation or maintenance of any new improvements, (ii) modifications and maintenance of existing improvements, and (iii) maintenance of properties. Said guidelines may be applicable to any improvement, Structure or landscaping relating to the Dwelling

Unit or located anywhere on the Lot. Said guidelines shall be approved by the Board of Directors of the Association upon recommendation by the Design Review Committee.

The guidelines established by the Association shall not be applicable to (i) reconstruction or repair of a Dwelling Unit provided the exterior of the Dwelling Unit is built or repaired in substantial accordance with the originally approved size, footprint, color scheme and architectural style of the Dwelling Unit, (ii) repainting of the exterior of a Dwelling Unit provided same is similar to the original color scheme, and (iii) repainting or remodeling of the interior of a Dwelling Unit.

d. Review. No Dwelling Unit or Structure shall be constructed, no addition to an existing building or other Structure shall be commenced or erected, no grading and/or landscaping shall be altered, commenced, installed, or removed, nor shall any addition to any building or Structure or change or alteration therein be made, except interior alterations, nor shall any repainting, remodeling or replacement of any exterior portion of any building or other Structure be commenced, except as provided in paragraph c above, until complete plans and specifications of such building, grading, landscaping or other Structure shall have been submitted to and approved in writing by the Design Review Committee. Any person, persons or entity desiring any of the foregoing shall prepare and submit the following documents for review: a written application, a site plan, landscape plan and civil engineering (if requested by the Committee). The plans and specifications shall show the nature, kind, shape, height, materials and color scheme of such building, Structure or landscaping as well as the exterior front, side and rear elevation of said building or Structure. A plat of survey (drawn to scale) shall also be submitted showing the existing improvements, including any landscaping, on the Lot and the location of the proposed building, Structure, or landscaping on the Lot. The Design Review Committee shall have the right to refuse to approve any such plans or specifications which are not complete, suitable or desirable, in its opinion, due to aesthetic or other reasons. In so passing on such plans and specifications, the Design Review Committee shall have the right to take into consideration (i) the suitability of the proposed building, other Structure or landscaping with the surroundings property and (ii) the effect of the building or other Structure on the outlook from adjacent or neighboring properties. The review of any plans and specifications shall be based on the architectural guidelines established by the Association. All necessary governmental permits and approvals shall be obtained and any work undertaken shall comply with all applicable governmental regulations.

Three copies of all plans, specifications and other material shall be filed in the office of the Association for approval or disapproval. The Association may charge a review fee to offset costs which the Association may incur to perform its review. A report in writing setting forth the decision of the Committee and the reason therefore shall thereafter be transmitted to the applicant by the Committee within a reasonable period of time but not later than thirty (30) days after the date of filing the plans, specifications and other material by the applicant. In the event the Committee fails to approve or disapprove within thirty (30) days after submission the final plans, specifications and other material as required in this Declaration, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with. If an applicant disagrees with the decision of the Design Review Committee, then the applicant may request that the Board of Directors review the proposal and the Design Review Committee decision. The decision of the Board shall be final.

Section 2. Minimum Square Footage of Dwelling Units. All dwelling units constructed on the Subject Property described in Exhibit A shall provide at a minimum, the following area of finished living quarters:

a. One story dwelling: 2,000 square feet excluding the garage.

b. Two story dwelling: 2,600 total square feet, with a minimum of 1,600 square feet on first floor, all totals excluding the garage.

This Section may only be amended by the Covenantor. The Home Owners Association shall not amend this provision regarding the minimum square footage of dwelling units.

Section 3. Setbacks.

All Dwelling units constructed on the Subject Property described in Exhibit A shall meet the Village of Glen Ellyn setback standards as shown on the Final Plat.

Section 4. Construction Standards for Dwelling Units.

a. All elevations shall be comprised substantially of brick, stone, cedar, fiber cement siding, engineered wood composite siding, EIFS or glass. The front elevation shall include design elements incorporating brick and/or stone. Porch roofs shall be an integral part of the design. Approval of elevations and roof designs shall be at the sole discretion of the Design Review Committee with the intent of retaining compatibility with the design of other homes in the subdivision.

b. Asphalt, EPDM or similar materials shall not be used over bay windows on front or side elevations.

c. Side and rear elevations may be brick, stone, EIFS, glass or siding of cement-fiber siding plank imitation cedar, or cedar.

d. Soffits, fascia and trim may be metal, vinyl or wood, subject to integration into the overall design.

e. Windows & window color shall be an integral part of the design.

f. Addresses shall only be displayed by integrating an engraved stonework address block into the front elevation.

g. All mailboxes shall be constructed of black metal material. All supporting structures to the mailbox shall be constructed of either black metal material, stone or brick. All mailboxes shall be installed and anchored into the ground and shall conform to United States Postal Regulations. No newspaper receptacles may be attached to Association mailboxes or supporting structures. All mailboxes and supporting structures must be approved by the Design Review Committee prior to installation.

h. Landscaping shall be installed and maintained pursuant to a landscaping plan approved in advance by the Design Review Committee. Parkway trees where required shall be planted with not more than 40 lineal feet between them, subject to existing trees, utilities, pavement, approved landscape plans and Village of Glen Ellyn ordinances. Flower and vegetable gardens shall be permitted on a portion of the Lot.

i. All Dwelling Units in Glen Estates shall provide at a minimum a two-car attached garage.

j. All Dwelling Units in Glen Estates shall have varying exterior elevations to prevent monotony between Dwelling Units.

k. THE IMPERVIOUS SURFACE IS STRICTLY LIMITED FOR EACH LOT. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept anywhere on the Subject Property except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No dog runs, kennels or enclosures of any type shall be kept or maintained outside the Dwelling Unit and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere except inside the Dwelling Units or garages. The owners of household pets shall be responsible for cleaning up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. No animal shall be permitted if it is a nuisance to any other resident of Glen Estates.

All household pets shall not be allowed unattended outside the Dwelling Unit. If a pet is taken off of the owner's property, the pet must be on a leash. Animals shall not be allowed to run loose, except within its Owner's Lot and as allowed by Village of Glen Ellyn ordinances. Owners in the Subject Property shall be likewise responsible for complying with all applicable ordinances of the Village of Glen Ellyn and be responsible for and be subject to these provisions for the household pets of their guests.

Pets which roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance to the owners of Lots in Glen Estates shall be removed upon request of the Board after notice and an opportunity for a hearing before the Board. If the pet owner fails to honor such request, the Board may have the pet removed and/or levy fines in the sole discretion of the Board.

All pet owners must immediately clean up after their pets on any area within Glen Estates including the owner's own Lot and all common, public and private areas. Owners who violate this provision may be fined by the Board for each violation.

Section 6. Stormwater Management Easement. There shall be no planting or removal of any landscaping material other than normal maintenance of approved landscaping material in those areas identified as a Stormwater Management Easement on the record Plat of Subdivision, without the prior written permission of the Board.

Section 7. Accessory Buildings. No accessory buildings or Structures shall be located in Glen Estates without approval of the Design Review Committee, and, if allowed, and shall be finished so as to blend visually with the dwelling unit.

Section 8. Antennae and Satellite Dishes. No exterior television antennae or radio antennae of any type whatsoever shall be erected, installed, or maintained, temporarily or permanently, anywhere on the Subject Property without approval of the Design Review Committee.

Satellite dishes/receivers twenty-four inches in diameter or smaller may be erected and maintained subject to the Design Review Guidelines established by the Association and the ordinances and regulations of the appropriate governmental authorities and plans approved by the Design Review Committee.

Section 9. Condition of Property. Except in designated Stormwater Management Areas, Landscape Easements, Conservation Areas or Wetland Buffer Impact Easements, if any, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on a Lot or upon the exterior of any Dwelling Unit. No refuse pile or unsightly object, except a viable compost pile for only landscape waste, shall be allowed to be placed or maintained anywhere on the Subject Property. Trash, garbage, or other waste shall not be kept except in sanitary refuse containers which must be properly maintained. No trash, garbage, or other waste shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages, except on such days as such trash, garbage, or other waste material is to be collected and removed. In addition, no object of any kind shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages. Notwithstanding the foregoing, this provision shall not apply to the Covenantor during the construction on the Subject Property. Also, notwithstanding the provisions of this Section 9, a compost pile for recycling landscape waste, as long as its size and location is approved by the Design Review Committee, complies with Village of Glen Ellyn ordinances, and it is not a source of noxious odor.

Section 10. Fences. Any fence erected, installed, or maintained in Glen Estates shall comply with the Design Review Guidelines established by the Association and the ordinances of the appropriate governmental authority. All fences shall be approved by the Design Review Committee, and shall be black, low maintenance, coated aluminum or similar metal.

No cyclone, chain link or stockade fences shall be permitted within the Subject Property, unless same is the only fence allowed by the appropriate governmental authority.

The provisions of this Section 10 shall not apply to any fence or monument constructed by the Covenantor or the Association.

Section 11. Home Occupations. All Lots in Glen Estates may be used only for residential purposes, and for those home occupations permitted by the Village of Glen Ellyn in the R2 District Residential. Furthermore, an Owner may conduct his or her occupation in the residence provided that the following conditions are met:

a. no retail or wholesale commercial activities shall be permitted;

b. only the Owner of the residence and any resident thereof shall be permitted to conduct the home occupation;

c. no signs identifying or advertising a home occupation shall be permitted;

d. all ordinances and regulations of the appropriate governmental authority shall be complied with.

Section 12. Recreational Vehicles. All vehicles, including but not limited to automobiles, vans, camping trailers, boats, tractors, trucks, motorcycles, mobile homes, junk cars or other vehicles of any type whatsoever shall not be stored, permanently or temporarily, anywhere on the Subject Property, except in an enclosed garage. Notwithstanding the foregoing, the following exceptions shall be allowed: a) camping trailers, boats, and recreation vehicles (not including mobile homes) may be parked on driveways for a period of one day while the Owner of the Dwelling Unit is preparing for or unloading from a trip and b) the operable automobiles being used by the owners,

occupants, and their invitees, of any of the Dwelling Units in Glen Estates may be parked on the owners' driveways and public streets as permitted by law.

Section 13. Signs. No signs of any kind shall be erected in Glen Estates, except "For Sale" signs shall be permitted in accordance with the ordinances of the appropriate governmental authority. This section shall not apply to the Covenantor.

Section 14. Swimming Pools. Subject to the approval of the Design Review Committee and the Board, only in-ground swimming pools, outdoor hot tubs and whirlpools may be erected, installed or maintained anywhere on the Subject Property. No above ground swimming pools shall be erected, installed or maintained anywhere on the Subject Property. All outdoor hot tubs and whirlpools erected, installed or maintained on the Subject Property shall be equipped with lockable covers that are childproof. Swimming pools, outdoor hot tubs, and outdoor whirlpools are considered impervious surfaces for calculation of the total amount of permitted impervious surfaces for each Lot.

Section 15. Trucks. Trucks with Class C or higher license plates shall not be parked, stored, or left unattended, permanently or temporarily, anywhere on the Subject Property, except in an enclosed garage or other enclosed Structure. Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing its service to the Owner of the Dwelling Unit.

The provisions of this Section 15 shall not apply to any trucks or trailers used by the Covenantor, its employees, contractors, subcontractors, or materialmen in the construction of or on the Subject Property.

Section 16. Impairment of Structural Integrity of Building. Nothing shall be done in or around any Dwelling Unit or in, on or to the common areas which will impair the structural integrity of any building or the function of utilities or grading.

Section 17. Quiet Enjoyment. No unlawful, noxious, immoral, or offensive activity shall be conducted anywhere on the Subject Property nor shall anything be done thereon and/or therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents within Glen Estates.

Section 18. Application of Government Regulations. All Dwelling Units and Structures to be erected shall comply with all government regulations, including zoning and building codes, unless said non-compliance is approved by the appropriate governmental authority.

ARTICLE VIII

COVENANTOR'S RESERVED RIGHTS

Declarant's Reserved Rights and
Special Provisions Covering Development Period

Section 1. In General. In addition to any rights or powers reserved to the Declarant under this Declaration, the Declarant shall have the rights and powers set forth in this Article. Except as otherwise provided in this Article, the rights of the Declarant under this Article shall terminate and be of no further force and effect from and after the Declarant is no longer vested with or controls title to any portion of the Subject Property ("Declarant Rights Period").

Section 2. Promotion of Project. The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Subject Property as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Subject Property or at other properties in the general location of the Subject Property which are being offered for sale by the Declarant, or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. The Declarant shall have the right and power to lease any home owned by it to any person or entity which it deems appropriate in the Declarant's sole discretion.

Section 3. Construction on Subject Property: In connection with the construction of improvements to any part of the Subject Property, the Declarant and its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Subject Property including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the common area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Subject Property. In connection with the rights provided in the preceding sentence, the Declarant, and its agents and contractors, shall have the right of ingress, egress and parking on the Subject Property and the right to store dirt, construction equipment and materials on the Subject Property without the payment of any fee or charge whatsoever.

Section 4. Grant of Easements and Dedications: Declarant shall have the right to dedicate portions of the Common Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Common Area to any governmental authority, public utility or private utility company for the installation and maintenance of cable TV, electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Lot.

Section 5. Declarant Control of Association: Prior to the election of the initial homeowners Board of Directors, the manager shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time who need not be Owners or

Voting Members. Initially the Declarant shall be the sole manager. The rights and powers of the Declarant to manage the affairs of the Association, or designate the Managers of the Association shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Subject Property, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) ten (10) years from the date of Recording hereof, or (iv) such other date as prescribed by statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board of Directors shall be constituted and elected as provided in the Declaration and Bylaws. Prior to the election of the initial homeowners Board of Directors, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

Section 6. Other Rights. The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Subject Property which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

Section 7. Assignment by Declarant: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

Section 8. Matters Affecting Common Area. During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the common area ("Outlot A") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on any portion of the Common Area without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's plan for the development, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01(vi) to withdraw and remove any portion or portions of the Common Area from the Subject Property, and (ii) require the Association to convey such portion or portions of the Common Area which are so withdrawn and removed from the Subject Property to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

Section 9. Architectural Controls. Prior to such time as the Declarant no longer holds or controls title to any portion of the Subject Property, no additions, alterations or improvements shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval

hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion. In addition, any alteration, addition or improvements made to a Lot or a Home must be in compliance with any applicable ordinances of the Municipality and, to the extent required by the Municipality, a building permit must be obtained prior to the commencement of any such alteration, addition or improvement.

Section 10. Right to Amend. The Covenantor shall have the right to amend this Declaration in whole or in part without complying with Article XI of this Declaration. This right shall cease upon the election of the initial homeowners Board of Directors.

ARTICLE IX

EASEMENTS

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, or other public utility services or for the maintenance of landscaping shall be granted as shown on the Final Plat of Glen Estates. Any additional easements for such purposes may be granted by the Covenantor and/or the Board of Directors at any time for the purpose of obtaining such utility services or establishing and maintaining landscaping.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

ARTICLE X

VILLAGE OF GLEN ELLYN RIGHTS

The following covenants and provisions are intended to inure to the benefit of the Village of Glen Ellyn ("Village") and it is specified and provided as follows:

Section 1. In the event the Association fails to perform any of its obligations required to be performed by it pursuant to the provisions of this Declaration and such delinquency shall exist on the part of the Association for a period of thirty days after the date of delivery by the Village to the Association of written notice advising the Association of the existence and nature of such delinquency, the Village shall have the right, but not

the obligation, to perform the obligations required to be performed by the Association pursuant to this Declaration. In the event the Village elects so to do, the Association shall pay promptly to the Village the amount of the cost and expense incurred by it in the performance of such work, including compensation for staff time, the use of Village equipment, as well as materials and outside services.

Section 2. In the event the Village performs any of the Association's duties and obligations and the Association fails to pay the Village any costs it incurred as aforesaid, within thirty days after the date of the Village's demand for payment or date of any statement, the Village shall have the right to levy an assessment on all Lots delineated on the Final Plat of Subdivision for the costs and expenses incurred by it in the performance of such work to the same extent and as fully as the Association might do pursuant to the provisions contained herein. Should any Lot Owner fail to pay to the Village such Owner's portion of any assessment levied pursuant to this paragraph upon the due date thereof, then the Village shall have the right to exercise all rights, powers, privileges and remedies granted to the Association by this Declaration, and any other remedies provided by law. This Article X is not a limitation on other remedies that may be pursued by the Village.

Section 3. Village Enforcement. The Village shall have the right to enforce any provision contained in this Agreement or to enforce the ordinances of the Village. This shall be an absolute right of enforcement, that the Village, through its employees, contractors, or duly authorized agents may, but shall not be required to perform. The Village, through its employees, contractors, or duly authorized agents, is hereby given a limited right of entry in, on, and through any portion of the, **("Subject Property")** to enforce the provisions of this Agreement, including onto the lots of any individual unit owner. Except in the event of an emergency where there is a reasonable possibility that an injury to a person or property shall occur, the Village shall not exercise its right of entry under this Paragraph without first providing 15 days prior written notice the Association, or any individual unit owner. The reasonable costs and expenses of any work performed by the Village, its employees, contractors, or duly authorized agents **("Village Work")** shall be fully charged to and paid by Association. In the event of a failure by the Association or any individual unit owner to pay sums properly due and payable within 30 days after receipt of written demand for payment from the Village, then, in addition to any other remedies or rights available to it at law or in equity, the Village shall have a lien against the Property, or any portion thereof including, without limitation, the common areas [common elements], as well as any individual unit owner's lot, to secure payment of all amounts as properly due hereunder. Such lien shall arise immediately upon recording of a notice of lien in the Office of the DuPage County Recorder of Deeds, Illinois, identifying this Agreement, the Parties, the date of recording this Agreement, the document number of such recording, the legal description of the Property, or any portion thereof, or the lot of any individual unit owner, identification of Association, or any individual unit owner, as the fee owner of the Property, or any portion thereof, and the amounts then due and payable under this Agreement. Such lien shall remain in full force and effect until such amounts are paid in full. Said lien may be foreclosed by any proceeding at law or in equity. The Village, in addition to any other rights it has in this Agreement, shall have the right to file suit in any court of competent jurisdiction against the Association or any individual unit

owner to enforce and require the performance of any obligation in this Agreement, and to enforce by any proceeding in law or in equity all other easements, restrictions, covenants, and agreements in this Agreement. If the Association or any individual unit owner is found by a court of competent jurisdiction to be in violation of any of the foregoing, the Association or any individual unit owner shall also be liable for reasonable attorneys' fees, and cost and expenses of litigation, and which fees and costs, if unpaid, shall constitute an additional lien against the Property, or any portion thereof including, without limitation, the common areas [common elements], as well as any individual unit owner's lot. Failure by the Village to enforce any easements, restrictions, covenants, and agreements in this Agreement shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Amendment: Termination. No amendment or termination of this Agreement which affects the rights of the Village shall be valid without the prior written consent of the Village.

Section 5. Special Service Area. The Village may, in lieu of pursuing and enforcing its lien rights as established in Paragraph Article X, Section 3, elect to declare the Property a special service area and levy a special service tax against the Property. In the event that the Village proceeds to establish a special service area pursuant to this Paragraph, the Association, or anyone on its behalf, covenant and agree not to challenge or object, in any way, the establishment of such a special service area. Any special service area established pursuant to this Paragraph_shall be for the sole and limited purpose of recouping costs and expenses incurred by the Village in enforcing the provisions of this Agreement, including, without limitation, performing Village Work.

ARTICLE XI

AMENDMENTS

Section 1. Amendments. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board of Directors. Said change, modification, or rescission shall be approved by a majority of the number of votes of the Home Owners Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by written proxy at said meeting of fifty percent of the total membership shall constitute a quorum. However, said change, modification, or rescission must be approved by a majority vote of members in attendance either in person or by written proxy but by not less than fifty percent of the total membership of the Home Owners Association unless a higher percentage is required as specified in this Declaration.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon

recordation of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois.

Section 3. Rights of Covenantor. No amendment which shall adversely affect the rights of the Covenantor (including, but not limited to, the right to maintain sales facilities, signs, and access for construction set forth in this Declaration) shall be effective without the Covenantor's express written consent thereto. Covenantor may assign or delegate its rights hereunder to one or more builders who purchase Lots from Covenantor.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, conditions, reservation, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the owners of single-family Lots and beneficiaries or trusts holding title to single-family Lots in Glen Estates full enjoyment and benefit of their property, and shall inure to the benefit of and be enforceable by the Home Owners Association, or the Owner of any Lot subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of sixty-six percent of the single-family Lots in Glen Estates has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either a) sent by mail with postage prepaid to the last known address of the person or entity who appears as the owner on the records of the Home Owners Association at the time of such mailing or b) personally delivered to the last known address of the person or entity who appears as the owner on the records of the Home Owners Association at the time of such delivery.

Section 3. Model Homes. It shall not be deemed to be a violation of these covenants and restrictions for the Covenantor or its assignee to permit the erection or maintenance of model homes anywhere within the Subject Property. However, model homes may be maintained only for a period of not more than three months after the completion and occupancy of one hundred percent of the total number of residences to be constructed in the Subject Property. No model home may be erected or maintained unless approved by the Covenantor.

Section 4. Leasing of Residence. If any owner shall lease his residence, such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee. No lease shall be for less than six months. The owner shall remain bound by all obligations set forth in this Declaration. Each owner that leases his or her residence shall provide the Board of Directors with a copy of all leases concerning that owner's Dwelling Unit within ten (10) days of such leasing taking effect. The failure of an owner to provide the Board of Directors with a copy of all leases concerning that owner's Dwelling Unit within ten (10) days of such lease taking effect shall be a default under the terms of this Declaration.

Section 5. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to a) all covenants, restrictions, conditions, reservations, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential Common of high quality and character.

Section 7. Covenant to Abide by this Declaration. The Covenantor covenants to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 8. Covenant in Event of Dissolution of the Home Owners Association. In the event the Home Owners Association is dissolved, the owners of single-family Lots in Glen Estates agree that all provisions contained herein regarding maintenance, repair, and replacement in the Subject Property shall still apply and that those provisions of this Declaration shall be in full force and effect. Prior to the dissolution of the Home Owners Association, provisions shall be made as to how the responsibilities and obligations of the Association shall be handled by the single-family Lot owners in Glen Estates.

Section 9. Property Ownership in Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and

control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or a lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such property ownership.

Section 10. Enforcement. Enforcement of these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, condition, reservation, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions. All costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any judgment or decree shall so provide for payment of these costs. Failure by the Covenantor, the Home Owners Association, or any owner of a Lot in Glen Estates to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

The Covenantor reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist.

Section 11. Severability. Invalidation of any one of these covenants, restrictions, conditions, reservations, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12. Deed Restriction/Stormwater Management Easement. The area designated on the Final Plat as Outlot "A" is a "Stormwater Management Area", including stream, wetland, stormwater basins and buffer area components, under the regulatory jurisdiction of the Village of Glen Ellyn and DuPage County. The maintenance and use and conveyance of Outlot "A" shall be at all times subject to the Stormwater Management Easement recorded on the Final Plat.

IN WITNESS WHEREOF, G.E. Hill Ave. Properties, LLC has caused its name to be signed hereto by its duly authorized Manager on the day first above written.

G.E. Hill Ave. Properties, LLC:

By:_____

Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Patrick Murphy, personally known to me to be the President of G.E. Hill Ave. Properties, LLC, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Patrick Murphy signed and delivered the said instrument as President of said company, pursuant to authority given by the Board of Directors of said corporation, as a free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of November 2022.

_____

Notary Public

OFFICIAL SEAL
Lori A Gloude
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 26, 2023

DECLARATION EXHIBIT A

GLEN ESTATES
LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THI PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 7.15 CHAINS NORTH OF QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST, 14.6 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREE EAST, 5.32 CHAINS TO THE CENTER OF ROAD; THE NORTH 48 DEGREES EAST, ALONG THE CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECT OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTEND SOUTHEASTERLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR TI PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 26 MINUTES WEST ALONG SAID NORTHEASTER LINE OF EMERSON AVENUE, 137.28 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 55 MINUTES EAST ALONG THE SOUTHEASTERLY LINES O LOTS 14, 13, 12 , 11 1ND 10 IN GLEN OAK SUBDIVISION AND ALONG THE SOUTHEASTERLY LINE OF (AVENUE, 656.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN GLEN OAK SUBDIVISION; THENCE NO 44 DEGREES 03 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8, AND 7 IN SAID GLE OAK SUBDIVISION, 353.2 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 52 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE; 142.5 FEET TO CENTER LINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY, ALONG TH CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING; EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 10, IN GLEN OA SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE WHICH IS 20.0 FEET SOUTHWESTE AS MEASURED ALONG SAID CENTER LINE, OF GOLF AVENUE EXTENDED, ALSO EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES BY DOCUMENT R2014-115837, ALL IN DUPAGE COUNTY, ILLINOIS

DECLARATION EXHIBIT B
GLEN ESTATES
FINAL PLAT

P.I.N.: 05-12-315-008

Declaration Exhibit B

FINAL PLAT OF SUBDIVISION

GLEN ESTATES

PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE OF GLEN ELLYN
535 DUANE STREET
GLEN ELLYN, ILLINOIS 60137

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, AND FACILITIES; AND I HEREBY ALSO RESERVE FOR THAT COMPANY OR COMPANIES WHICH HAVE BEEN GRANTED BY THE VILLAGE OR OTHER ENTITES WITH THE POWER TO DO SO, FRANCHISES WITHIN THE VILLAGE FOR UTILITY SERVICES, INCLUDING NATURAL GAS, ELECTRICITY, TELEPHONE, WATER, SEWER, CABLE AND OTHER SIMILAR ENTITIES THE EASEMENT PROVISIONS, WHICH ARE STATED ON THEIR STANDARD FORM, WHICH IS ATTACHED HERETO. THIS IS TO CERTIFY, AS OWNER OF THE PROPERTY DESCRIBED HEREIN AND LEGALLY DESCRIBED ON THE PLAT, THAT I HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT EACH OF THE SUBJECT LOTS LIE WHOLLY WITHIN SCHOOL DISTRICT 41, SCHOOL DISTRICT 87 AND DUPAGE COUNTY COMMUNITY COLLEGE DISTRICT 502.

_____
_____
_____
(ADDRESS)

DATED THIS _____ DAY OF _____, A.D. 20__

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 20__

NOTARY PUBLIC

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE

COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20__

COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE COLLECTOR OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20__

VILLAGE COLLECTOR

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN,

DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20__

SIGNED _____

ATTEST _____
PRESIDENT CLERK

I, _____ VILLAGE CLERK OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, DO HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, AT

ITS MEETING HELD ON _____, A.D. 20__, IN WITNESS WHEREOF I HAVE HEREUNTO SET THE SEAL OF THE VILLAGE OF GLEN ELLYN, ILLINOIS.

_____
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, 20__

SIGNED _____
CHAIRMAN

ATTEST _____
RECORDING SECRETARY

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS, DOMESTIC WATER AND SANITARY

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF GLEN ELLYN, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT ALL MATTERS PERTAINING TO PLAT REQUIREMENTS AS PRESCRIBED IN THE REGULATIONS GOVERNING PLATS ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, HEREIN AS THEY PERTAIN TO THE SUBJECT PLAT, HAVE BEEN COMPLIED WITH.

I FURTHER CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE REQUIRED PERFORMANCE SECURITY IS POSTED FOR THE COMPLETION OF THE IMPROVEMENTS CONCERNING SANITARY SEWERAGE SYSTEM AND DOMESTIC WATER SUPPLY AND TRANSMISSION SYSTEM UNDER THE JURISDICTION OF THE VILLAGE OF GLEN ELLYN, BASED ON ENGINEER'S PLANS AND SPECIFICATIONS PREPARED BY A LICENSED ENGINEER AND APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION.

I FURTHER CERTIFY THAT THE STREET NAMES HAVE BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE VILLAGE OF GLEN ELLYN REGULATIONS.

DATED AT GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20__

VILLAGE ENGINEER

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM – EAST ZONE (NAD 83).
2. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
3. ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
5. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD OBSTRUCTIONS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
6. LOTS 1–7 IN GLEN ESTATES ARE ZONED R-2 SINGLE FAMILY RESIDENTIAL.
7. THE MAXIMUM IMPERVIOUS AREA ALLOWED ON EACH LOT SHALL BE LIMITED TO 2,463 SQUARE FEET.
8. THE DRIVEWAY APRONS AND SIDEWALK WITHIN THE SUBJECT PROPERTY ACCUMULATE TO 6,216 S.F. OF IMPERVIOUS. THE NET DIFFERENCE OF IMPERVIOUS AREA BETWEEN THE EXISTING AND PROPOSED ROADWAY RESULTS IN AN INCREASE OF 1,840 SQUARE FEET. THOSE AREAS WAS NOW SUBTRACTED FROM THE ALLOWABLE 20,000 S.F. LEAVING 17,244 S.F. FOR THE 7 LOTS, RESULTING IN AN ALLOWABLE 2,463 SQUARE FEET MAXIMUM IMPERVIOUS ON EACH LOT.
9. STORM SEWERS ON PRIVATE PROPERTY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNER ASSOCIATION, NOT THE VILLAGE OF GLEN ELLYN.

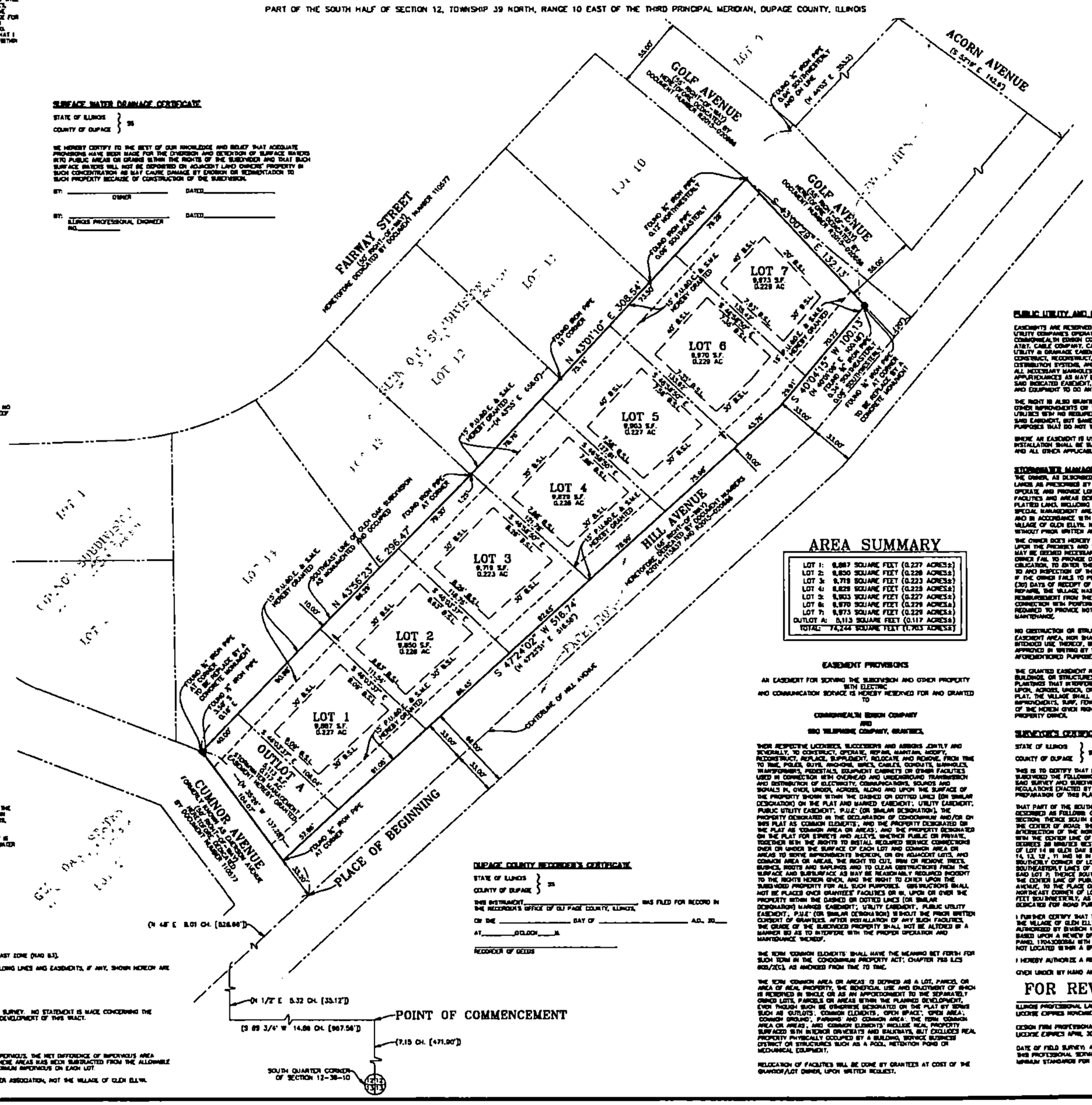
SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

WE HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR THE DIVERSION AND DETENTION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WITHIN THE RIGHTS OF THE SUBDIVIDER AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON ADJACENT LAND OVERCOME PROPERTY IN SUCH CONCENTRATION AS MAY CAUSE DAMAGE BY EROSION OR SEDIMENTATION TO SUCH PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

BY: _____ DATED _____
OWNER

BY: _____ DATED _____
ILLINOIS PROFESSIONAL ENGINEER
NO._____



AREA SUMMARY

LOT 1:	9,867 SQUARE FEET (0.227 ACRES±)
LOT 2:	9,850 SQUARE FEET (0.226 ACRES±)
LOT 3:	9,719 SQUARE FEET (0.223 ACRES±)
LOT 4:	9,829 SQUARE FEET (0.225 ACRES±)
LOT 5:	9,903 SQUARE FEET (0.227 ACRES±)
LOT 6:	9,970 SQUARE FEET (0.229 ACRES±)
LOT 7:	9,973 SQUARE FEET (0.229 ACRES±)
OUTLOT A:	5,113 SQUARE FEET (0.117 ACRES±)
TOTAL:	74,244 SQUARE FEET (1.703 ACRES±)

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
SBC TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED EASEMENT; UTILITY EASEMENT; PUBLIC UTILITY EASEMENT; P.U.E. (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED ON THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS COMMON ELEMENTS; AND THE PROPERTY DESIGNATED ON THE PLAT AS COMMON AREA OR AREAS; AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED EASEMENT; UTILITY EASEMENT, PUBLIC UTILITY EASEMENT, P.U.E. (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DEDICATED ON THE PLAT BY SIGNS SUCH AS "OUTLOTS", COMMON ELEMENTS, OPEN SPACE; OPEN AREA; COMMON GROUND; PARKING AND COMMON AREA. THE TERM "COMMON AREA OR AREAS" AND COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE OWNER/LOT OWNER, UPON WRITTEN REQUEST.

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS INSTRUMENT_____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D., 20__ AT_____O'CLOCK___M.

_____
RECORDER OF DEEDS

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF GLEN ELLYN ("VILLAGE") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE, INCLUDING BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, NICOR GAS COMPANY, WEST DPEN NEXT, ILLINOIS BELL TELEPHONE COMPANY DBA AT&T, CABLE COMPANY, CADMCAST, AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL THE AREAS MARKED "PUBLIC UTILITY & DRAINAGE EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, SURVEY, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING WATER MAINS, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, PLANTS, FENCES PAVEMENT OR OTHER IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE EXCAVATION OF THE SEWERS OR OTHER UTILITIES WITH NO REQUIREMENT TO RESTORE BY THE VILLAGE. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED AT THE OWNER'S RISK FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

WHERE AN EASEMENT IS USED FOR BOTH VILLAGE MAINS AND SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES, CODE, AND REGULATIONS OF THE VILLAGE OF GLEN ELLYN AND ALL OTHER APPLICABLE LAWS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

THE OWNER, AS DEFINED IN THE OWNER'S CERTIFICATE, AND ITS SUCCESSORS AND ASSIGNS ("THE OWNER") OF THE LANDS AS PRESCRIBED BY THIS PLAT DOES HEREBY AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND PROVIDE LONG-TERM MAINTENANCE ("THE MAINTENANCE OBLIGATIONS") FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS DESCRIBED HEREIN AND HEREON IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT" WITHIN THE PLATTED LANDS, INCLUDING BUT NOT LIMITED TO PERMEABLE PAVEMENT, DETENTION PONDS, WETLANDS, FLOODPLAINS, SPECIAL MANAGEMENT AREAS, STORM SEWERS, DRAINAGE DITCHES AND SWALE, AS OUTLINED IN THE STORMWATER REPORT AND IN ACCORDANCE WITH VILLAGE OF GLEN ELLYN'S ORDINANCES AND THE FINAL ENGINEERING PLANS APPROVED BY THE VILLAGE OF GLEN ELLYN. NO CHANGE TO GRADE, TOPOGRAPHY, OR STORMWATER MANAGEMENT AREAS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE VILLAGE.

THE OWNER DOES HEREBY RESERVE FOR AND GRANT TO THE VILLAGE OF GLEN ELLYN, A PERMANENT EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL, AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING AFOREMENTIONED MAINTENANCE OBLIGATIONS SHOULD THE OWNER FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATION. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL TO ACT FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT AREAS. IF THE OWNER FAILS TO PERFORM ITS MAINTENANCE OBLIGATIONS WITH RESPECT TO SAID FACILITIES, AND AFTER THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE VILLAGE OF SAID FAILURE, THE OWNER FAILS TO MAKE THE REQUIRED REPAIRS, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS AND TO SEEK REIMBURSEMENT FROM THE OWNER, AND/OR FILE A LIEN ON THE PROPERTY FOR THE COSTS INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE. IN AN EMERGENCY SITUATION, THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNER PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE.

NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED OVER SAID EASEMENT AREA, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT REASONABLY INTERFERE WITH THE VILLAGE'S INTENDED USE THEREOF, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF APPROVED IN WRITING BY THE VILLAGE OF GLEN ELLYN AND OF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES.

THE GRANTED EASEMENT RIGHTS TO THE VILLAGE SHALL PROVIDE THE RIGHT TO THE VILLAGE TO REMOVE ANY FENCES, BUILDINGS, OR STRUCTURES, AND TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS, OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OR ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES IN, ON, UPON, ACROSS, UNDER, OR THROUGH ANY DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT SHOWN ON THIS PLAT. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, SURF, FENCES, TREES, BUSHES, SHRUBS, OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINEK LICENSED ILLINOIS LAND SURVEYOR NO. 035-003782, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY: AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE BOARD RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2.13 CHAINS NORTH OF THE QUARTER STAKE IN THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 3/4 DEGREES WEST, 14.98 CHAINS TO A STAKE; THENCE NORTH 1/2 DEGREE EAST, 5.32 CHAINS TO THE CENTER OF ROAD; THENCE NORTH 48 DEGREES EAST, ALONG THE CENTER OF ROAD, 8.01 CHAINS TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EMERSON AVENUE, NOW KNOWN AS CUMNOR AVENUE, EXTENDED SOUTHWESTWARDLY WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS HILL AVENUE FOR THE PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 38 MINUTES WEST ALONG SAID NORTHEASTERLY LINE OF EMERSON AVENUE, 1,17.38 FEET TO THE SOUTHERLY CORNER OF LOT 14 IN GLEN OAK SUBDIVISION; THENCE NORTH 43 DEGREES 58 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 14, 13, 12, 11 AND 10 IN GLEN OAK SUBDIVISION AND ALONG THE SOUTHEASTERLY LINE OF GOLF AVENUE, 886.0 FEET TO THE SOUTHERLY CORNER OF LOT 9 IN GLEN OAK SUBDIVISION; THENCE NORTH 44 DEGREES 02 MINUTES EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 8, AND 7 IN SAID GLEN OAK SUBDIVISION, 33.3 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7; THENCE SOUTH 62 DEGREES 19 MINUTES EAST ALONG THE SOUTHWESTERLY LINE OF ACORN AVENUE, 142.5 FEET TO THE CENTER LINE OF PUBLIC HIGHWAY KNOWN AS HILL AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF HILL AVENUE, TO THE PLACE OF BEGINNING. EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEAST CORNER OF LOT 14, IN GLEN OAK SUBDIVISION, TO A POINT ON THE CENTER LINE OF HILL AVENUE, WHICH IS 310.0 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID CENTER LINE, OF GOLF AVENUE EXTENDED. ALSO EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES BY DOCUMENT R88-114853, ALL IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GLEN ELLYN WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 13 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED AND THAT BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL 17043C0205H WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, IT IS MY OPINION THAT THE PROPERTY PLATTED HEREON IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA.

I HEREBY AUTHORIZE A REPRESENTATIVE FROM THE VILLAGE OF GLEN ELLYN TO RECORD THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS, THIS _____ DAY OF _____, A.D. 20__

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2021

DATE OF FIELD SURVEY: APRIL 15, 2020
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

TIMOTHY B. MARTINEK 3782 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS WARRENVILLE, ILLINOIS

SCALE: 1"=40'
DATE: 02-23-21
JOB NO: 150106
SHEET 1 OF 1

TITLE: FINAL PLAT OF SUBDIVISION GLEN ESTATES GLEN ELLYN, ILLINOIS

PREPARED FOR: PATRICK J. MURPHY BUILDERS

ENGINEERING RESOURCE ASSOCIATES
33701 WEST AVENUE, SUITE 150 WARRENVILLE, ILLINOIS 60555 PHONE: (630) 393-2080 FAX: (630) 393-2132
2416 CALEN DRIVE CHAMPAIGN, ILLINOIS 61821 PHONE: (217) 355-1962 FAX: (217) 355-1962
205 S. RIVERSIDE PLAZA, SUITE 875 CHICAGO, ILLINOIS 60606 PHONE: (312) 474-6099 FAX: (312) 474-6099

SURVEY BY: CWB
CHECKED BY: TBM
APPROVED BY: TBM

© V:\PROJECTS\Patrick J Murphy Builders Inc\150106.00 Glen Estates\dwg\CADD\BURKEY\150106 FINAL PLAT OF SUBDIVISION.dwg Updated by tbmartinek 8/18/2021

EXHIBIT F
DEDICATED IMPROVEMENTS

- Roadway improvements including new curb & gutter and asphalt roadway pavement constructed on Cumnor Avenue and Golf Avenue
- Roadway improvements including new curb & gutter and concrete roadway pavement constructed on Hill Avenue
- Street lights including foundations, conduit, wiring, controller, and electrical service
- Concrete public sidewalks in the rights of way adjacent to the subdivision
- Parkway trees
- Water service lines from the water main up to and including the Buffalo box
- Fire hydrant with auxiliary valve
- Storm Sewers including structures and mains which accommodate drainage for the Village's public rights-of-way
- Sanitary sewers including manholes, mains, and the tee-wye connections on the mains for the individual building services
- Street signs

EXHIBIT G
SAMPLE LETTER OF CREDIT

"BANK LETTERHEAD"

IRREVOCABLE STANDBY LETTER OF CREDIT NO._____ DATE: _____

BENEFICIARY
VILLAGE OF GLEN ELLYN

_____

Attention: Planning and Development Director
535 Duane Street
Glen Ellyn, IL 60137

APPLICANT / DEVELOPER

_____
_____
_____

AMOUNT OF CREDIT: $_____
EXPIRY DATE: _*(2 Years After Issuance)*_

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in the favor of the Village of Glen Ellyn, Illinois, an Illinois municipal corporation ("Village"), in the amount of __*(125% of the Developer's Engineer's Estimate of Construction Costs as approved by the Village Engineer)*__.

This Irrevocable Standby Letter of Credit will be used to secure the construction of certain improvements ("Improvements"), including but not limited to __*(List improvements such as water distribution system, sanitary sewer system improvements, storm water collection system improvements, erosion control, roadway improvements, sidewalk improvements, street trees, and miscellaneous site improvements)*_____
This Irrevocable Standby Letter of Credit secures the payment by Developer of costs to construct the on and off-site improvements. If the Improvements have not been approved by the Village Engineer, and/or paid in full, then the Village is hereby granted authority to draw the then remaining balance of this Irrevocable Standby Letter of Credit for the purpose of paying, or holding for payment the cost to complete the Improvements, the unpaid cost of completed portions of the improvements and/or to itself complete the Improvements.

This Irrevocable Standby Letter of Credit shall remain in effect for the period of two (2) years from the date hereof, without regard to any default in payment of money owed to us by the Applicant / Developer and without regard to other claims which we may have against the Applicant/Developer.

We hereby engage with Beneficiary, Village of Glen Ellyn, that we shall honor all drafts drawn on _____*(Name of Bank)*_____, at sight, under Irrevocable Standby Letter of Credit No. ____, signed by the Village Manager, or his designee, of the Village of Glen Ellyn, bearing the clause "Drawn under (*Name of Bank*) Irrevocable Standby Letter of Credit No._____ effective (*Date*)" accompanied by the following documents:

1. This original Irrevocable Standby Letter of Credit and all amendment(s) thereto (if any).
2. A statement signed by the Village Manager, Village of Glen Ellyn, reading as follows: "(*Name of Applicant*) has failed to comply with any one or more of the following as such relates to the (*Name of Project*):

    1. Ordinance _____ approved by the Village of Glen Ellyn approving (*Name of Project*) and any terms, plans, or conditions referenced therein; and/or

    2. Any other applicable Agreement entered into by and between the Village of Glen Ellyn and (*Name of Applicant / Developer*); and/or

    3. The Village of Glen Ellyn Subdivision Regulations, Zoning Ordinance, Engineering Regulations, or any other Codes and Ordinances of the Village.

    The funds claimed under this Irrevocable Standby Letter of Credit are for the payment of the cost of construction of improvements according to the engineering plans prepared by (*Name of Engineering Firm*) and dated (*Date of Plans*), together with any amendments thereto approved by the Village and/or reimbursement to the Village of expenses or other costs."

The amount of this Irrevocable Standby Letter of Credit may be reduced from time to time upon receipt of the Beneficiary's request purportedly signed by the Village Manager or his designee, stating the reduction amount and listing the improvements installed and completed. Reductions are not to occur more than once a month.

Upon receipt of written notice from the Applicant's / Developer's Engineer that all of the Improvements have been completed, accompanied by a written certificate of the Village of Glen Ellyn, Illinois, stating that the Ordinances of the Village of Glen Ellyn and any Plans and Specifications and Agreements have been complied with, the balance then outstanding under this Irrevocable Standby Letter of Credit shall be fully and completely reduced and released, provided, however, that ten percent (10%) of the face amount shall remain in effect for a period of one (1) year following said notice of completion to secure the Applicant's / Developer's guarantee of the Improvements, which ten percent (10%) amount may be drawn upon by the Village in the manner recited above. In the event Applicant / Developer, or Developer's contractors, deposit substitute security with the Village of Glen Ellyn to secure all or a portion of said one (1) year guarantee, and provided the Village accepts such substitute security, the remaining balance of this Irrevocable shall be reduced by the amount of such substitute security as designated by the Village. Any amount remaining hereunder at the end of said one (1) year guarantee period for which the Village of Glen Ellyn has not drawn upon in the manner recited above, shall be released and this Irrevocable Standby Letter of Credit thereby terminated. In the event that portions of the public improvements are completed and accepted by the Village of Glen Ellyn at different times resulting in differing one (1) year guarantee periods, this Irrevocable Standby Letter of Credit shall be reduced on a pro-rata basis in accordance with the improvements accepted pursuant to the terms herein provided.

It is a condition of this Irrevocable Standby Letter of Credit that it shall be automatically extended, without amendment, for additional periods of one year from the present and each future expiration date, unless we notify you in writing via Certified Mail, Return Receipt Requested, at least sixty (60) days prior to any given expiry date that we have elected not to renew this Irrevocable Standby Letter of Credit for such additional period of time. If we fail to notify you by Certified Mail, Return Receipt Requested, this Irrevocable Standby Letter of Credit shall automatically be extended for an additional period of one year. Upon written request by the Village Manager, or his designee, that this Irrevocable Standby Letter of Credit be extended an additional year because the project is not yet complete in accordance with the approving Ordinance, Approved Plans, Agreements, or Codes of the Village, we shall extend this Irrevocable Standby Letter of Credit by the requested timeframe and provide written notice to the Village of such extension. We will honor such additional one-year extensions as may be requested by the Village, until the project is completed in accordance with the applicable Ordinances, Codes, and Approved Plans.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce, Publication 500.

Very truly yours,

Authorized Signature & Name of Bank

EXHIBIT H
ITEMIZED SCHEDULE OF ROADWAY AND SIDEWALK IMPROVEMENTS ELIGIBLE FOR REIMBURSEMENT IN NOT-TO-EXCEED AMOUNT OF $550,000

EXHIBIT H
ITEMIZED SCHEDULE OF ROADWAY AND SIDEWALK IMPROVEMENTS
ELIGIBLE FOR REIMBURSEMENT IN
NOT-TO-EXCEED AMOUNT OF $550,000

Hill Avenue Improvements				
Item	**Unit**	**# of Units**	**Unit Price**	**Extension**
Topsoil Stripping 12" Depth & Placement	Square Yard	1,000	$3	$3,000
Earth Excavation	Lump Sum	1	$67,500	$67,500
Silt Fence	Linear Foot	1,383	$2.50	$3,458
Inlet Protection	Each	13	$200	$2,600
Sod Restoration	Square Yard	1,350	$9	$12,150
Pavement Removal	Square Yard	2,512	$12	$30,144
Sign Removal & Installation	Each	4	$500	$2,000
Tree Removal	Each	16	$350	$5,600
Sidewalk Removal	Square Foot	370	$3.50	$1,295
Curb & Gutter Removal	Linear Foot	60	$20	$1,200
12" Aggregate Base Course	Square Yard	2,776	$15	$41,633
PCC Full Depth Pavement, 8"	Square Yard	2,310	$90	$207,900
Protective Coat	Square Yard	2,310	$1	$2,310
B-6.18 Curb & Gutter	Linear Foot	1,676	$35	$58,660
PCC Sidewalk	Square Foot	3,299	$7	$23,093
Detectable Warnings	Each	5	$300	$1,500
Roadway Striping	Lump Sum	1	$2,500	$2,500
12" Reinforced Concrete Pipe CL IV C443	Linear Foot	114	$35	$3,990
15" Reinforced Concrete Pipe CL IV C443	Linear Foot	144	$42	$6,048
18" Reinforced Concrete Pipe CL IV C443	Linear Foot	238	$45	$10,710
21" Reinforced Concrete Pipe CL IV C443	Linear Foot	164	$50	$8,200
27" Reinforced Concrete Pipe CL IV C443	Linear Foot	58	$55	$3,190
27" Flared End Section	Each	1	$3,500	$3,500
Manhole, Type A, 4' Dia.	Each	8	$2,500	$20,000
Catch Basin, Type A, 4' Dia.	Each	5	$2,000	$10,000
Connect To Existing Storm Sewer	Each	1	$2,500	$2,500
Trench Backfill	Linear Foot	718	$20	$14,360
Light Poles	Each	3	$3,500	$10,500
Conduit	Linear Foot	700	$20	$14,000
Subtotal for Hill Avenue Improvements				**$573,541**

EXHIBIT H
ITEMIZED SCHEDULE OF ROADWAY AND SIDEWALK IMPROVEMENTS
ELIGIBLE FOR REIMBURSEMENT IN
NOT-TO-EXCEED AMOUNT OF $550,000

Cumnor Avenue Improvements				
Item	**Unit**	**# of Units**	**Unit Price**	**Extension**
Topsoil Stripping	Square Yard	275	$3	$825
Earth Excavation	Lump Sum	1	$3,000	$3,000
Silt Fence	Linear Foot	274	$2.50	$685
Inlet Protection	Each	3	$200	$600
Sod Restoration	Square Yard	275	$9	$2,475
Pavement Removal	Square Yard	338	$10	$3,380
Sign Removal & Installation	Each	2	$500	$1,000
Tree Removal	Each	3	$350	$1,050
Driveway Removal & Replacement	Square Yard	27	$45	$1,215
B-6.12 Curb & Gutter	Linear Foot	234	$25	$5,850
8" Aggregate Base Course, CA-6	Square Yard	390	$10	$3,900
2" Hot Mix Asphalt Binder Course N50	Square Yard	338	$9	$3,042
4-1/4" Hot Mix Asphalt Surface Course N50	Square Yard	338	$20	$6,760
Bituminous Tack Coat	Gallon	34	$5	$170
Bituminous Prime Coat	Gallon	68	$5	$340
PCC Sidewalk	Square Foot	520	$7	$3,640
Roadway Striping	Lump Sum	1	$500	$500
12" Reinforced Concrete Pipe CL IV C443	Linear Foot	81	$38	$3,078
18" Reinforced Concrete Pipe CL IV C443	Linear Foot	23	$46	$1,058
Manhole, Type A, 4' Dia.	Each	1	$2,500	$2,500
Catch Basin, Type A, 4' Dia.	Each	1	$2,000	$2,000
Connect To Existing Storm Sewer	Each	1	$2,500	$2,500
Trench Backfill	Linear Foot	104	$20	$2,080
Subtotal for Cumnor Avenue Improvements				**$51,648**

EXHIBIT H
ITEMIZED SCHEDULE OF ROADWAY AND SIDEWALK IMPROVEMENTS ELIGIBLE FOR REIMBURSEMENT IN NOT-TO-EXCEED AMOUNT OF $550,000

Golf Avenue Improvements				
Item	**Unit**	**# of Units**	**Unit Price**	**Extension**
Topsoil Stripping	Square Yard	384	$3	$1,152
Earth Excavation	Lump Sum	1	$2,000	$2,000
Silt Fence	Linear Foot	130	$2.5	$325
Inlet Protection	Each	3	$200	$600
Sod Restoration	Square Yard	384	$9	$3,456
Pavement Removal	Square Yard	418	$10	$4,180
Sign Removal & Installation	Each	2	$500	$1,000
Driveway Removal & Replacement	Square Yard	166	$45	$7,470
B-6.12 Curb & Gutter	Linear Foot	240	$25	$6,000
8" Aggregate Base Course, CA-6	Square Yard	428	$10	$4,283
2" HMA Binder Course N50	Square Yard	375	$9	$3,375
4-1/4" HMA Surface Course N50	Square Yard	375	$20	$7,500
Bituminous Tack Coat	Gallon	38	$5	$190
Bituminous Prime Coat	Gallon	75	$5	$375
PCC Sidewalk	Square Foot	661	$7	$4,627
Roadway Striping	Lump Sum	1	$500	$500
12" Reinforced Concrete Pipe CL IV C443	Linear Foot	19	$38	$722
15" Reinforced Concrete Pipe CL IV C443	Linear Foot	149	$42	$6,258
Manhole, Type A, 4' Dia.	Each	1	$2,500	$2,500
Catch Basin, Type A, 4' Dia.	Each	2	$2,000	$4,000
Trench Backfill	Linear Foot	168	$20	$3,360
Subtotal for Golf Avenue Improvements				**$63,873**

Common Improvements				
Item	**Unit**	**# of Units**	**Unit Price**	**Extension**
Roadway Engineering	Lump Sum	1	$112,245	$112,245
Construction Staking	Lump Sum	1	$3,500	$3,500
As-Builts	Lump Sum	1	$6,000	$6,000
Subtotal for Common Improvements				**$121,745**

Summary	
Subtotal for Hill Avenue Improvements	$573,541
Subtotal for Cumnor Avenue Improvements	$51,648
Subtotal for Golf Avenue Improvements	$63,873
Subtotal for Common Improvements	$121,745
Grand Total of Items Eligible for Reimbursement	**$810,807**
70% of Grand Total of Items Eligible for Reimbursement	**$567,565**
Not-To-Exceed Reimbursement by Village of Glen Ellyn	**$550,000**

CERTIFICATION

I, Caren Cosby, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is a true and correct copy of Ordinance No. 6982, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the VILLAGE BOARD Meeting of said Board held on the 26 day of SEPTEMBER, 2022, and that the same was signed and approved by the President of said Village on the 26 day of SEPTEMBER, 2022.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 26 day of SEPTEMBER, 2022.

Village Clerk

CORPORATE SEAL

PATRICK J. MURPHY BUILDERS, INC.

October 9, 2024

Rich,

I appreciate you looking over this. I hope that you will agree that my requests are fair.

One item not addressed is the 4-month delay of project due to the tree preservation request from the board, delay to water main relocation and additional cost for mobilization, etc.

Hauling Spoils/Engineering Costs:

Attached is a memo sent to staff on February 16, 2024 with an explanation of the Board's request, Marty Scott's stop work order, along with the additional costs of $96,063.00 for hauling dirt and $7,500.00 for additional engineering required by the staff for the revised tree preservation plan after the September 26, 2022 subdivision approval date.

Collective total: $103,563.00

Cumnor Pole Relocation:

The original Annexation Agreement in 2006 did not require the attached pole at Cumnor Avenue and Hill Avenue to be buried. All I did was amend the Annexation Agreement so the pole should remain. In 2012, Verizon applied for a permit to install the pole and the Village of Glen Ellyn approved that permit. I explained previously that with the prior approval of the subdivision, **the Village should not have allowed the pole to be placed there**. The cost to remove the pole and bury the lines underground in 2022 is $39,580.00. Based on above, the pole should remain or per the attached picture on Hill Avenue, pour the public walk around the pole. The cost to remove and bury the pole should be borne by the Village of Glen Ellyn's because it is located in the Village right of way. Note: Above cost is from 2-years ago. I'm assuming now $45,000.00/cost share $22,500.00.

Engineering

After approval of the Amended Annexation/Development Agreement dated September 26, 2022, there were 8-additional reviews/changes to engineering plans requested by staff/Amy McKenna.

Total cost for revised engineering by staff/Amy McKenna not including the above $7,500.00 tree preservation cost is $57,242.00.

1N712 Bob-O-Link Drive Winfield, Illinois 60190
Phone: 630.871.1998 pj@pjmbi.com Fax: 630.871.1996

Storm Sewer

Upon approval of the plans and cost share dated September 26, 2022, several engineering changes were made to the approved plans.

The biggest cost that staff requested was changing the storm sewer pipe from RCP to PVC which added costs of $50,840.00.

Field Changes Requested by Staff

Golf Avenue flasher: $6,940.00

Pot holding for water main, Verizon line, gas line conflict and replace RBZ with 18": $8,085.00

2-Storm inlets not on approved plan were added at Cumnor and Hill Avenue: $12,490.00

Rework Glen Oak transition: $4,977.00

Stone trench backfill for relocated water services due to incorrect water main installation: $3,500.00

Collective total of field changes requested by staff: $35,992.00

Street Lights and Conduit

$24,500.00 was budgeted in Exhibit H cost share

Street lights were yet to be designed on engineering drawings for the development. Staff/Rich Daubert noted that the street light costs were low.

Attached is a paid invoice from Utility Dynamics totaling $62,450.00. Net overage: $37,950.00

Attached is a picture of (2) street lights with +/- 90 lineal feet of separation at Cumnor and Hill Avenue. Why was the pole requested and designed by the Village engineer Amy McKenna when only (1) pole was needed at the Cumnor Avenue/Hill Avenue corner?

1N712 Bob-O-Link Drive Winfield, Illinois 60190
Phone: 630.871.1998 pjmbi@aol.com Fax: 630.871.1996

Summary of Added Costs, Staff Requested Overages

100% Village Cost:

Hauling spoils and engineering due to board/staff required tree preservation:	$103,563.00
Field changes requested by staff:	$35,992.00

50% Cost Share –Village of Glen Ellyn & P.J. Murphy/GE Hill Ave Properties LLC

Cumnor pole relocation - $45,000.00:	$22,500.00 or leave pole
Engineering - $57,242.00:	$28,621.00
Change storm sewer from RCP to PVC - $50,840.00:	$25,420.00
Street lights and conduit - $37,950.00:	$18,975.00
Project delays:	**Please discuss**
Total overage costs on Glen Ellyn Hill Avenue project:	$235,071.00

Rich, you asked me for the attached proforma that was sent on June 21, 2022. As you noted and can see, the street/storm cost is substantial and that's why we originally asked for 50% cost share or $853,000.00. I think the Village should also recognize that I paid $850,000.00 for the land in 2014 and 8-years later due in part to Village delays or the unwillingness of the Village to agree to the 50% cost share, the land cost adjusted up to $1,223,246.00 for a net add of $373,246.00. In the end, Hill Avenue, Cumnor and Golf have a corrected site line and a new improved street. Glen Ellyn Hill Avenue Properties/Patrick J Murphy Builders, Inc helped finance this project.

Sincerely,

PJ Murphy

Cc: PJM, Jon Green

1N712 Bob-O-Link Drive Winfield, Illinois 60190
Phone: 630.871.1998 pjmbi@aol.com Fax: 630.871.1996

Pro Forma

Location: Hill Ave - Between Golf & Cumnor Ave, Glen Ellyn, IL (DuPage County)
Type: 7 Lot Residential Subdivision
Name: Glen Estates
Date: 6/21/2022

Summary

DESCRIPTION (See attached Corresponding Exhibits)	TOTAL COST
Infrastructure Improvement Costs	$ 1,206,790.83
Municipal, Professional Fees	$ 386,664.00
Land Cost, Legal Fees, Carry Costs	$ 1,223,246.00
Project Total (Break Even)	$ 2,816,700.83

Expected Net Revenue (Overall) - No City Cost Share

Per Lot Cost (Project Total /7 Lots)	$ 402,385.83
Assumed Sale Price per lot (averaged)	$ 330,000.00
5% Real Estate fee (per lot)	$ 16,500.00
Assumed Net Revenue per lot	$ (88,885.83)
Expected Net Revenue (Overall - 7 Lots)	$ (622,200.83)

Expected Net Revenue (Overall) - With City Cost Share

Assumed Sale Price per lot (averaged)			$ 330,000.00
5% Real Estate fee (per lot)			$ 16,500.00
Assumed Net Profit per lot	10% profit on Lot Sale		$ 33,000.00
Revenue Per Lot		Subtotal	$ 280,500.00
Total Max Revenue to Pay for (Break Even)- 7 lots			$ 1,963,500.00
Project Total (Break Even)- From Above		-	$ 2,816,700.83
Difference		sub-total	$ (853,200.83)
City Cost Share for Successful Development			$ 853,200.83

* I paid $850,000.00 for land in 2014. With all of the delays and plan changes $373,246.00

Subject: **Hill Avenue reimbursement**
Date: 2/16/2024 9:05:52 AM Central Standard Time
From: pjmbi@aol.com
To: rdaubert@glenellyn.org
Cc: pjmbi@aol.com, jgreen@eraconsultants.com, mfranz@glenellyn.org, gmathews@glenellyn.org

RE: Hill Avenue reimbursement

Rich,

Attached is invoicing from P Walker noting loading, hauling and dump fees of the right of way and storm spoils hauled off site totaling $96,063.00. Along with invoicing from Engineering Resource Associates totaling $7,500.00 for the requested arborist tree preservation plan dated or spanning 5-months - March 18, April 24 and July 31.

Our original tree preservation plan, showed the entire site clear cut of trees to make room for the seven houses. While Jon Green was at the podium, presenting the project before the Village board several trustees required that we perform intentional tree preservation measures for the entire site. After the meeting, I began clearing the site brush, but Marty Scott with Village put a stop work order on until we could prepare an amended revised tree preservation plan by our arborist for Village of Glen Ellyn approval.

The amended revised tree preservation plan would no longer allow me to deposit spoils from the roadway, excavation onto the project site. Additionally, there has been no conversation on the water main and Verizon.

Let's discuss or please forward to Mark and Greg.

PJ Murphy

cc: PJM, Jon - Engineering Resource Associates
Village of Glen Ellyn - Mark Franz
Village of Glen Ellyn - Greg Mathews

Patrick J Murphy Builders, Inc.
1N712 Bob O Link Drive
Winfield, IL 60190
630-871-1998 - office
630-461-7300 - PJ
630-461-7400 - Jennifer
630-461-7100 - Victor
pjmbi@aol.com - email
www.pjmbi.com - website

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

Qty #

COUNTY OF DUPAGE

Escrow #

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by P. WALKER BROTHERS, INC.
to furnish Ready Mix Concrete/Stone
for the premises known as Job Name: Glen Estate 982-994 Hill Ave Glen Ellyn, IL.
of which G.E. Hill Ave Properties, LLC is the owner.

THE undersigned, for and in consideration of Eleven Thousand Eight Hundred Fifty Six and 46/100 ($11,856.46) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE November 8, 2023 COMPANY NAME ELMHURST-CHICAGO STONE CO. GARY HOFMANN
ADDRESS 400 WEST FIRST STREET, ELMHURST, IL 60126 AUTHORIZED AGENT
SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) GARY HOFMANN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) AUTHORIZED AGENT OF (COMPANY NAME) ELMHURST-CHICAGO STONE CO. WHO IS THE CONTRACTOR FURNISHING Ready Mix Concrete/Stone WORK ON THE BUILDING LOCATED AT Job Name: Glen Estate982-994 Hill Ave Glen Ellyn, IL.
OWNED BY G.E. Hill Ave Properties, LLC
That the total amount of the contract including extras* is $33,369.46 on which he or she has received payment of $21,513.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ELMHURST-CHICAGO STONE CO.	MATERIALS	$33,369.46	$21,513.00	$11,856.46	$0.00
400 WEST FIRST STREET					
ELMHURST, IL 60126					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		$33,369.46	$21,513.00	$11,856.46	$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 11-08-23 **SIGNATURE:** _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY OF November, 23

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

"OFFICIAL SEAL"
JOSEPH D. MATEAS
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 01/27/2026

F.3870 R5/96

Provided by Chicago Title Insurance Company

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF COOK

Gty #

Escrow #

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by P. WALKER BROTHERS
to furnish TRUCKING SERVICES
for the premises known as GLEN ESTATES
of which G.E HILL AVE PROPERTIES, LLC is the owner.

THE undersigned, for and in consideration of FIFTY ONE THOUSAND EIGHT HUNDRED TWENTY FIVE 31\100 ($51,825.31) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 11/14/2023 COMPANY NAME UTILITY TRANSPORT SERVICE

ADDRESS 2300 W. 167TH STREET, MARKHAM IL

SIGNATURE AND TITLE James Bracken

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) JAMES BRACKEN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) UTILITY TRANSPORT SERVICE WHO IS THE CONTRACTOR FURNISHING TRUCKING SERVICES WORK ON THE BUILDING LOCATED AT 982-994-HILL AVE, GLEN ELLYN, IL OWNED BY G.E HILL AVE PROPERTIES , LLC

That the total amount of the contract including extras* is $77,643.61 on which he or she has received payment of $25,818.30 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
UTILITY TRANSPORT SERVICE	TRUCKING SERVICES	$77,643.61	$25,818.30	$51,825.31	0
2300 W. 167TH STREET					
MARKHAM, IL 60428					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		$77,643.61	$25,818.30	$51,825.31	0

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 11-14-23 SIGNATURE: James Bracken

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14 DAY OF November, 2023

Lorelei Cereceres

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

OFFICIAL SEAL
NOTARY PUBLIC
LORELEI CERECERES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 5/21/2025

P. Walker Brothers, Inc.

P.O. Box 26
Golf, IL 60029

Change Order

Date	Invoice #
9/28/2023	3645

Bill To	Ship To
Patrick J. Murphy Builders, Inc. 1N712 Bob-O-Link Drive Winfield, IL 60190	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/28/2023			Glen Estates

Quantity	Item Code	Description	Price Each	Amount
1	002	Estimate #230 Applied Geo testing total cost $5,775	5,775.00	5,775.00
1	002	Estimate # 231 TCP Epoxy striping and turn lanes	4,950.00	4,950.00
1	002	Estimate #202 Haul offsite	26,624.00	26,624.00
1	002	Estimate install 2 inlets and haul spoils	12,644.55	12,644.55
1	002	Estimate #235 Furnish and install erosion baskets per the village	3,469.61	3,469.61
1	002	Estimate #221 Haul black dirt to site	7,140.00	7,140.00
1	002	Estimate #228 Haul spoils offsite	5,876.00	5,876.00
1	002	K-Five additiional Stone	5,711.47	5,711.47
1	002	Estimate #205 Stone Cumnor and Golf	8,332.00	8,332.00
1	002	Esimate #204 silt socks	1,347.93	1,347.93
1	002	Estimate # 233 inlet protection AEC 10/13	3,469.00	3,469.00
1	002	Estimate # 234 Dan Dee pipe conflict	1,870.00	1,870.00
1	002	Estimate #227 K-Five Patching transitions	5,008.85	5,008.85
1	002	Estimate #238 Stone and Grindings	1,079.70	1,079.70
1	002	Estimate #237 Pulverized black dirt	1,606.00	1,606.00
1	002	Estimate #211 Haul offsite	11,500.00	11,500.00
1	002	Estimate #215 Undercut PCC	4,916.00	4,916.00
			Total	

P. Walker Brothers, Inc.

P.O. Box 26
Golf, IL 60029

Change Order

Date	Invoice #
9/28/2023	3645

Bill To	Ship To
Patrick J. Murphy Builders, Inc. 1N712 Bob-O-Link Drive Winfield, IL 60190	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/28/2023			Glen Estates

Quantity	Item Code	Description	Price Each	Amount
1	002	Estimate #216 Haul offsite	47,936.00	47,936.00
1	002	Estimate #236 K-Five sidewalk	5,497.03	5,497.03
1	002	Estimate #247 Fee Utility Dynamics	8,100.00	8,100.00
1	002	Estimate #248 Utility transport fuel charges	4,127.67	4,127.67
1	002	Estimate #245 Inlet protection AEC cleaning baskets	2,147.93	2,147.93
1	002	K-5 Credits	-19,597.23	-19,597.23
1	002	CA 7 Pond	-2,000.00	-2,000.00
1	002	Bio Mix	-2,000.00	-2,000.00
1	002	Beary Landscaping	14,928.10	14,928.10
1	002	Estimate #225 Management Fee New Verizan Cable	10,000.00	10,000.00
1	002	Dan Dee Credit	-2,310.00	-2,310.00
				$ 96,063
			Total	$178,149.61

Page 2

ENGINEERING RESOURCE ASSOCIATES

INVOICE

Patrick Murphy
Patrick J. Murphy Builders, Inc.
1N712 Bob-O-Link
Winfield, IL 60190

March 18, 2023
Invoice No: 15010600.30

Total Now Due (including any outstanding invoices) **$10,231.40**

Project 150106.00 GlenEstsHillAveUnincDuPageCoGlenEllyn

Sent via email to pjmbi@aol.com
WORK PERFORMED DURING PERIOD:
- February 2023 engineering services relating to arborist tree inventory violation, engineering permitting and revised engineering and tree preservation plan submittals per village request and requirements:
-land surveyor provided legal description per attorney request
-revised EOPC
-created landscape plan as requested by village, prepare planting list tables-submit arborist tree inventory relating to tree clearing violation
-respond to village review comments on stormwater report and engineering submittal
-create alignment and ties sheet for public roadway improvements as requested by village
-continue work on site management plan
WORK ANTICIPATED TO BE PERFORMED DURING NEXT PERIOD:
-Continue final engineering design services, entitlement, and planning services as requested.
OUT-OF-SCOPE OR ADDITIONAL WORK IDENTIFIED TO DATE:
-Revise all engineering and final plat documents to accommodate seven lot subdivision layout.

Please send payment with invoice number noted to:
Engineering Resource Associates, Inc., 3s701 West Ave., Suite #150, Warrenville IL 60555
Debit and credit card payments are also accepted over the phone, via email, or in the office with a 3.5% processing fee added.
Please be sure to include invoice or project number with any project related requests or communications. Thank you

Professional Services through February 28, 2023
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Previously completed survey & eng servcs	11,100.00	100.00	11,100.00	11,100.00	0.00
Plan Commission Meeting & Prep	400.00	100.00	400.00	400.00	0.00
Updated Topo & Boundary Measurement	4,200.00	100.00	4,200.00	4,200.00	0.00
2020 Final Plat of Subdivision – 8 lots	2,200.00	100.00	2,200.00	2,200.00	0.00
Final Engineering Design	3,400.00	100.00	3,400.00	3,400.00	0.00
Hill Avenue Plan and Profile Design	7,000.00	100.00	7,000.00	7,000.00	0.00
Stormwater Management Report	5,000.00	100.00	5,000.00	5,000.00	0.00
Zoning Applications/Narratives	2,500.00	100.00	2,500.00	2,500.00	0.00

Project	150106.00	GlenEstelHillAveUninc0uPageCoGlenEllyn			Invoice	150106.00.31
Tree Inventory/Report		2,800.00	100.00	2,800.00	2,800.00	0.00
Horizontal & Vertical Roadway Alignment		2,500.00	100.00	2,500.00	2,500.00	0.00
Jan/Feb 2021 Additional street topo		1,800.00	100.00	1,800.00	1,800.00	0.00
Jan/Feb 2021 Arborist Submittal		600.00	100.00	600.00	600.00	0.00
Jan/Feb 2021 Final Plat 7 Lots		2,500.00	100.00	2,500.00	2,500.00	0.00
Jan/Feb 2021 Engineering Plan Set 7 Lots		9,000.00	100.00	9,000.00	9,000.00	0.00
Jan/Feb 2021 Stormwater Report 7 Lots		2,500.00	100.00	2,500.00	2,500.00	0.00
Mar 2021 Permitting		3,900.00	100.00	3,900.00	3,900.00	0.00
Apr 2021 Resubmittal		6,100.00	100.00	6,100.00	6,100.00	0.00
May, Jun, Jul 2021 Engineering Services		4,800.00	100.00	4,800.00	4,800.00	0.00
Aug, Sep, Oct 2021 Engineering Services		2,900.00	100.00	2,900.00	2,900.00	0.00
Nov & Dec 2021 Engineering Services		2,400.00	100.00	2,400.00	2,400.00	0.00
Jan & Feb 2022 Cost Share Review		700.00	100.00	700.00	700.00	0.00
May 2022 Cost Share Meeting & Prep		1,500.00	100.00	1,500.00	1,500.00	0.00
Jun 2022 Pro-Forma Preparation		1,450.00	100.00	1,450.00	1,450.00	0.00
Sep 2022 Village Board Mtg Presentations		500.00	100.00	500.00	500.00	0.00
Sep 2022 Permit Applications		800.00	100.00	800.00	800.00	0.00
Oct 2022 MYLAR Preparation		500.00	100.00	500.00	500.00	0.00
Nov 2022 North LotLine SwaleGradeStaking		1,500.00	100.00	1,500.00	1,500.00	0.00
Nov 2022 3 EEOPC per village engineer		1,600.00	100.00	1,600.00	1,600.00	0.00
Nov 2022 Application Preparation		1,600.00	100.00	1,600.00	1,600.00	0.00
Nov 2022 Engineering Set Plan Review Com		2,200.00	100.00	2,200.00	2,200.00	0.00
Dec 2022 Permit Application Prep		2,000.00	100.00	2,000.00	2,000.00	0.00
Jan 2023 Arborist Tree Inv/Pres Plan		1,800.00	100.00	1,800.00	1,800.00	0.00
Jan 2023 Respond to Engr/PubWks Comments		4,600.00	100.00	4,600.00	4,600.00	0.00
Jan 2023 IEPA Sanitary Applications		1,600.00	100.00	1,600.00	1,600.00	0.00
Jan 2023 Site Management Plan		1,400.00	100.00	1,400.00	1,400.00	0.00
Feb 2023 Arborist Submittal		1,900.00	100.00	1,900.00	1,900.00	0.00
Feb 2023 EEOPC Submittal		1,500.00	100.00	1,500.00	1,500.00	0.00
Feb 2023 Landscape Submittal		1,700.00	100.00	1,700.00	1,700.00	0.00
Feb 2023 Hill Ave Alignment Resubmittal		2,400.00	100.00	2,400.00	2,400.00	0.00
Feb 2023 Engineering Resubmittal		2,600.00	100.00	2,600.00	2,600.00	0.00
Mar 2023 Arborist Tree and Landscape Pln		2,400.00	100.00	2,400.00	0.00	2,400.00
Mar 2023 Meetings & Review Responses Ltr		1,200.00	100.00	1,200.00	0.00	1,200.00
Mar 2023 Revised Engineering Responses		1,800.00	100.00	1,800.00	0.00	1,800.00
Mar 2023 Letter of Credit Coordination		1,600.00	100.00	1,600.00	0.00	1,600.00
Mar 2023 Stormwater Pond Restrictor Degn		2,200.00	100.00	2,200.00	0.00	2,200.00
Total Fee		151,350.00		151,350.00	142,150.00	9,200.00
		Total Fee				$9,200.00

Reimbursable Expenses

Accurate Repro, Inc.

3/9/2023	Accurate Repro, Inc.	B&W and Color bond plots & copies, binding, delivery chrg	251.87

United Parcel Service

3/16/2023	United Parcel Service	3/16/23	13.31	
	Total Reimbursables		265.18	265.18

Please send payment with invoice number included to:
ENGINEERING RESOURCES ASSOCIATES, INC.
35701 West Avenue, Suite 150, Warrenville, IL 60555
Phone: 630.393.3060
Debit and Credit Card payments are accepted with a 3.9% processing fee added

ENGINEERING RESOURCE ASSOCIATES

INVOICE

Patrick Murphy
Patrick J. Murphy Builders, Inc.
1N712 Bob-O-Link
Winfield, IL 60190

April 24, 2023
Invoice No: 15010600.31

Total Now Due (including any outstanding invoices) **$19,722.68**

Project 150106.00 GlenEstsHillAveUnincDuPageCoGlenEllyn

Sent via email to pjmbi@aol.com
WORK PERFORMED DURING PERIOD:
- March 2023 continue engineering and arborist services relating to arborist tree inventory violation, south parkway Hill Ave tree inventory, updated landscape plan per village comments, engineering permitting, and revised engineering and tree preservation plan submittals per village request and requirements:
- correspondence and meetings with Ray Fano and village staff.
- continue landscape plan as requested by village, prepare planting list tables-submit arborist tree inventory relating to tree clearing violation.
- continue response to village review comments on stormwater report and engineering submittal.
- continue work on site lighting plan.
OUT-OF-SCOPE OR ADDITIONAL WORK IDENTIFIED TO DATE:
-Revise all engineering and final plat documents to accommodate seven lot subdivision layout.

Please send payment with invoice number noted to:
Engineering Resource Associates, Inc., 3s701 West Ave., Suite #150, Warrenville IL 60555
Debit and credit card payments are also accepted over the phone, via email, or in the office with a 3.5% processing fee added.
Please be sure to include invoice or project number with any project related requests or communications. Thank you

Professional Services through March 31, 2023
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Previously completed survey & eng servcs	11,100.00	100.00	11,100.00	11,100.00	0.00
Plan Commission Meeting & Prep	400.00	100.00	400.00	400.00	0.00
Updated Topo & Boundary Measurement	4,200.00	100.00	4,200.00	4,200.00	0.00
2020 Final Plat of Subdivision – 8 lots	2,200.00	100.00	2,200.00	2,200.00	0.00
Final Engineering Design	3,400.00	100.00	3,400.00	3,400.00	0.00
Hill Avenue Plan and Profile Design	7,000.00	100.00	7,000.00	7,000.00	0.00
Stormwater Management Report	5,000.00	100.00	5,000.00	5,000.00	0.00
Zoning Applications/Narratives	2,500.00	100.00	2,500.00	2,500.00	0.00
Sep 2020 Village Resubmittal	15,800.00	100.00	15,800.00	15,800.00	0.00
Oct 2020 Engineering Services	1,700.00	100.00	1,700.00	1,700.00	0.00
Dec 2020 Village Resubmittal	13,000.00	100.00	13,000.00	13,000.00	0.00

Project 150106.00	GlenEstsHillAveUnincDuPageCoGlenEllyn			Invoice	16010600.30
Sep 2020 Village Resubmittal	15,800.00	100.00	15,800.00	15,800.00	0.00
Oct 2020 Engineering Services	1,700.00	100.00	1,700.00	1,700.00	0.00
Dec 2020 Village Resubmittal	13,000.00	100.00	13,000.00	13,000.00	0.00
Tree Inventory/Report	2,800.00	100.00	2,800.00	2,800.00	0.00
Horizontal & Vertical Roadway Alignment	2,500.00	100.00	2,500.00	2,500.00	0.00
Jan/Feb 2021 Additional street topo	1,800.00	100.00	1,800.00	1,800.00	0.00
Jan/Feb 2021 Arborist Submittal	600.00	100.00	600.00	600.00	0.00
Jan/Feb 2021 Final Plat 7 Lots	2,500.00	100.00	2,500.00	2,500.00	0.00
Jan/Feb 2021 Engineering Plan Set 7 Lots	9,000.00	100.00	9,000.00	9,000.00	0.00
Jan/Feb 2021 Stormwater Report 7 Lots	2,500.00	100.00	2,500.00	2,500.00	0.00
Mar 2021 Permitting	3,900.00	100.00	3,900.00	3,900.00	0.00
Apr 2021 Resubmittal	6,100.00	100.00	6,100.00	6,100.00	0.00
May, Jun, Jul 2021 Engineering Services	4,800.00	100.00	4,800.00	4,800.00	0.00
Aug, Sep, Oct 2021 Engineering Services	2,900.00	100.00	2,900.00	2,900.00	0.00
Nov & Dec 2021 Engineering Services	2,400.00	100.00	2,400.00	2,400.00	0.00
Jan & Feb 2022 Cost Share Review	700.00	100.00	700.00	700.00	0.00
May 2022 Cost Share Meeting & Prep	1,500.00	100.00	1,500.00	1,500.00	0.00
Jun 2022 Pro-Forma Preparation	1,450.00	100.00	1,450.00	1,450.00	0.00
Sep 2022 Village Board Mtg Presentations	500.00	100.00	500.00	500.00	0.00
Sep 2022 Permit Applications	800.00	100.00	800.00	800.00	0.00
Oct 2022 MYLAR Preparation	500.00	100.00	500.00	500.00	0.00
Nov 2022 North LotLine SwaleGradeStaking	1,500.00	100.00	1,500.00	1,500.00	0.00
Nov 2022 3 EEOPC per village engineer	1,600.00	100.00	1,600.00	1,600.00	0.00
Nov 2022 Application Preparation	1,600.00	100.00	1,600.00	1,600.00	0.00
Nov 2022 Engineering Set Plan Review Com	2,200.00	100.00	2,200.00	2,200.00	0.00
Dec 2022 Permit Application Prep	2,000.00	100.00	2,000.00	2,000.00	0.00
Jan 2023 Arborist Tree Inv/Pres Plan	1,800.00	100.00	1,800.00	1,800.00	0.00
Jan 2023 Respond to Engr/PubWks Comments	4,800.00	100.00	4,800.00	4,800.00	0.00
Jan 2023 IEPA Sanitary Applications	1,600.00	100.00	1,600.00	1,600.00	0.00
Jan 2023 Site Management Plan	1,400.00	100.00	1,400.00	1,400.00	0.00
Feb 2023 Arborist Submittal	1,900.00	100.00	1,900.00	0.00	1,900.00
Feb 2023 EEOPC Submittal	1,500.00	100.00	1,500.00	0.00	1,500.00
Feb 2023 Landscape Submittal	1,700.00	100.00	1,700.00	0.00	1,700.00
Feb 2023 Hill Ave Alignment Resubmittal	2,400.00	100.00	2,400.00	0.00	2,400.00
Feb 2023 Engineering Resubmittal	2,600.00	100.00	2,600.00	0.00	2,600.00
Total Fee	142,150.00		142,150.00	132,050.00	10,100.00
	Total Fee				10,100.00

Unit Billing

Print/Plots KIP Prints

2/28/2023	In-House Prints 2/1/23-2/28/23	876.0 Sq Ft @ 0.15	131.40	
	Total Units		131.40	131.40

Total this invoice 10,231.40

Please send payment with invoice number included to:
ENGINEERING RESOURCE ASSOCIATES, INC.
35701 West Avenue, Suite 150, Warrenville, IL 60555
Phone: 630.393.3060
Debit and Credit Card payments are accepted with a 3.5% processing fee added

ENGINEERING RESOURCE ASSOCIATES

INVOICE

Patrick Murphy
Patrick J. Murphy Builders, Inc.
1N712 Bob-O-Link
Winfield, IL 60190

July 31, 2023
Invoice No: 15010600.34

Total Now Due (including any outstanding invoices) **$38,761.88**

Project 150106.00 GlenEstsHillAveUnincDuPageCoGlenEllyn

Sent via email to pjmbl@aol.com
WORK PERFORMED DURING PERIOD:
June 2023 land surveying services / Survey Crew Layout Staking:
-June 01 survey crew layout staking rear yard storm sewer ($1,900)
-June 12 survey crew re-stake storm sewer (8.0 hours – NO CHARGE)
-June 12 survey crew locate existing remaining trees to update tree location plan ($700)
-June 20 survey crew mark saw-cuts for roadway work ($1,200)
-June 28 survey crew staking of Hill Ave centerline and 10 additional storm structures ($1,900)
June 2023 civil engineering design services:
-Updated Tree Location Plan ($800)
-Shallow Watermain Location, Design Plans and Permitting ($3,166)
-MCI conflict related engineering ($1,385)
OUT-OF-SCOPE OR ADDITIONAL WORK IDENTIFIED TO DATE:
-Revise all engineering and final plat documents to accommodate seven lot subdivision layout.

www.eraconsultans.com
Professional Services through June 30, 2023
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Previously completed survey & eng servcs	11,100.00	100.00	11,100.00	11,100.00	0.00
Plan Commission Meeting & Prep	400.00	100.00	400.00	400.00	0.00
Updated Topo & Boundary Measurement	4,200.00	100.00	4,200.00	4,200.00	0.00
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Oct 2020 Engineering Services	1,700.00	100.00	1,700.00	1,700.00	0.00
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Horizontal & Vertical Roadway Alignment	2,500.00	100.00	2,500.00	2,500.00	0.00
Jan/Feb 2021 Additional street topo	1,800.00	100.00	1,800.00	1,800.00	0.00

Please send payment with invoice number included to:
ENGINEERING RESOURCE ASSOCIATES, INC.
35701 West Avenue, Suite 150, Warrenville, IL 60555
Phone: 630.393.3060
Debit and Credit Card payments are accepted with a 3.5% processing fee added.

Project 150106.00 GlenEstelHillAveUnincDuPageCoGlenEllyn				Invoice	15010600.34
Jan/Feb 2021 Arborist Submittal	600.00	100.00	600.00	600.00	0.00
Jan/Feb 2021 Final Plat 7 Lots	2,500.00	100.00	2 500.00	2,500.00	0.00
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Nov 2022 North LotLine SwaleGradeStaking	1,500.00	100.00	1,500.00	1 500.00	0.00
Nov 2022 3 EEOPC per village engineer	1,600.00	100.00	1,600.00	1,600.00	0.00
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Jun 2023 Shallow Wetermain Design Plans	3,166.00	100.00	3,166.00	0.00	3,166.00
Jun 2023 MCI ConflictRelatedEngineering	1,385.00	100 00	1 385.00	0.00	1 385.00
Total Fee	170,101.00		170,101.00	159,050.00	11 051.00
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35701 West Avenue, Suite 150, Warrenville, IL 60555
Phone: 630.393.3060
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ENGINEERING RESOURCE ASSOCIATES

INVOICE

Patrick Murphy
Patrick J. Murphy Builders, Inc.
1N712 Bob-O-Link
Winfield, IL 60190

July 31, 2023
Invoice No: 15010600.34

Total Now Due (including any outstanding invoices) **$38,761.88**

Project 150106.00 GlenEstsHillAveUnincDuPageCoGlenEllyn

Sent via email to pjmbi@aol.com
WORK PERFORMED DURING PERIOD:
June 2023 land surveying services / Survey Crew Layout Staking:
-June 01 survey crew layout staking rear yard storm sewer ($1,900)
-June 12 survey crew re-stake storm sewer (8.0 hours – NO CHARGE)
-June 12 survey crew locate existing remaining trees to update tree location plan ($700)
-June 20 survey crew mark saw-cuts for roadway work ($1,200)
-June 28 survey crew staking of Hill Ave centerline and 10 additional storm structures ($1,900)
June 2023 civil engineering design services:
-Updated Tree Location Plan ($800)
-Shallow Watermain Location, Design Plans and Permitting ($3,166)
-MCI conflict related engineering ($1,385)
OUT-OF-SCOPE OR ADDITIONAL WORK IDENTIFIED TO DATE:
-Revise all engineering and final plat documents to accommodate seven lot subdivision layout.

www.eraconsultans.com
Professional Services through June 30, 2023
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Previously completed survey & eng servcs	11,100.00	100.00	11,100.00	11,100.00	0.00
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3S701 West Avenue, Suite 150, Warrenville, IL 60555
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PATRICK J. MURPHY BUILDERS, INC.

October 23, 2024

RE: Glen Estates – Hill Avenue Reimbursements

Rich,

Please note the following comments:

- Hauling spoils/dump fees:
  - P Walker has invoiced and has been paid for 302 loads hauled off site
  - Elmhurst Stone dump fees: $33,369.00 - final waiver attached
  - Utility Transport - hauling: $77,643.00 - final waiver attached
  - Collective total: $111,643.00
  - $111,032 divided by 302 loads = $367.00 per load
  - Attached is your correspondence dated January 31, 2024 noting +/- 200 loads of excavation of spoils
  - 200 loads x $367.00 per load = $73,400.00
- Cumnor Pole Relocation:
  - As you noted, overhead utilities existed prior to 2012 subdivision regulations requiring utilities be relocated underground
  - The 6-lot subdivision was approved in 2006 and the permit to install the new pole or replacement pole in 2012 should have never been issued by the Village of Glen Ellyn, knowing the subdivision regulations.
  - The pole should remain or cost to remove and relocate should be by the Village of Glen Ellyn since they knew the code and previous subdivision approval.
- Engineering
  - SWPPP weekly observation$11,400.00. Village portion for Hill Ave is 50% ($5,700)
  - ERA engineering fees relating to Hill Ave after village board approval. A 50/50 cost share is appropriate and reasonable since the project is essentially two separate projects in one (7 lot residential development / Public right of way collector street with substantial sight line life safety enhancements).
- Storm Sewer
  - As you stated, the board approved plans included some PVC vs. RCP. Please confirm the additional PVC added to the final permit plans and advise so cost share can be determined - to follow
- Field Changes Requested by Staff
  - PJMBI/Glen Ellyn Hill Ave. LLC is not responsible for any of these field changes: Total due: $35,992.00
- Street Lights and Conduit
  - Exhibit H as you noted, the $37,950.00 cost was low. Cost share: $18,975.00
  - At time of Exhibit H preparation lighting was only in preliminary design. Final engineering design resulted in additional lighting costs.
  - To date, I have not received a response on if (2) or (3) street lights were needed for this development. If only (2) were required, an additional ($20,816.00) credit is due to PJMBI.

1N712 Bob-O-Link Drive Winfield, Illinois 60190
Phone: 630.871.1998 pj@pjmbi.com Fax: 630.871.1996

- Concrete Pavement in Lieu of Asphalt – 25' Wide Feeder Street Versus 21'
    - Rich, this is new and substantial as I was re-reviewing the ordinance. Per attached letter from ERA dated June 24, 2021, $180,724.00 is due as this credit was not included in Exhibit H and was noted on attached page 231 of the approved ordinance. Both the Village and I missed or overlooked the language in this agreement and the $180,724.00 reimbursement was due and was above the $550,000.00 cost share.
- Facts of this project:
    - Above cost reimbursement was originally sent February 6, 2024 or +/- 8-months ago
    - We had to work with (5) different engineers and (2) community development directors on this project
    - The Village of Glen Ellyn including Mark Franz and Stacey Springer took 8-years to get a cost share of $550,000.00. We asked for $853,000.00. **8-year delay cost GE Hill Ave Properties/PJMBI $373,000.00**
    - The 7 lot subdivision has three lengthy street frontages with homes on only one side of road.
    - 23' grade change. Huge life safety sight line profile fixed which required substantial earth haul off due to saving trees.
    - Exhibit H – numerous costs included and suggested cost share such as street lights low, no hauling of fill noted or included
    - To date we have paid Engineering Resource Associates $189,086.00 which is ridiculous as a 6-lot subdivision was approved in 2006 and we changed to 7-lot. Approximately 50% of engineering cost related to Hill Ave sight line and life safety design.
    - Village of Glen Ellyn long term capital plan was to do the repair to Hill Avenue site line and GE Hill Ave Properties/PJMBI has paid +/- 50% of the cost to improve a feeder road
- Subdivision Delays
    - +/- 4-month tree preservation - I advised Attorney Matthews that a tree preservation plan is only required when submitting for a new home permit, no response or action on this request
    - +/- 2 month relocation of water main, correspondence attached confirming delays
    - Verizon – delay - ?
    - 5-days per week/120 day delay including tax, carry, insurance, mobilization and delay in starting our new homes at $500.00 per day = +/- $60,000.00

Rich, please review above and let me know if you need any additional backup information. I'm not sure how you want to handle or address the oversight of the ordinance credit for concrete vs. asphalt and 25' wide feeder street vs. 21'. Both items were agreed to by Bob Minix. I can sit down on this in the morning. Also, the agenda might need to be pushed in light of the new cost and ordinance language above.

Thank you,

PJ Murphy

Cc: Jon Green

1N712 Bob-O-Link Drive Winfield, Illinois 60190
Phone: 630.871.1998 pjmbi@aol.com Fax: 630.871.1996

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF DUPAGE

Qty #

Escrow #

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by P. WALKER BROTHERS, INC.
to furnish Ready Mix Concrete/Stone
for the premises known as Job Name: Glen Estate 982-994 Hill Ave Glen Ellyn, IL.
of which G.E. Hill Ave Properties, LLC is the owner.

THE undersigned, for and in consideration of Eleven Thousand Eight Hundred Fifty Six and 46/100 ($11,856.46) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE November 8, 2023 COMPANY NAME ELMHURST-CHICAGO STONE CO. GARY HOFMANN
ADDRESS 400 WEST FIRST STREET, ELMHURST, IL 60126 AUTHORIZED AGENT

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) GARY HOFMANN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) AUTHORIZED AGENT OF (COMPANY NAME) ELMHURST-CHICAGO STONE CO. WHO IS THE CONTRACTOR FURNISHING Ready Mix Concrete/Stone WORK ON THE BUILDING LOCATED AT Job Name: Glen Estate982-994 Hill Ave Glen Ellyn, IL.
OWNED BY G.E. Hill Ave Properties, LLC
That the total amount of the contract including extras* is $33,369.46 on which he or she has received payment of $21,513.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ELMHURST-CHICAGO STONE CO.	MATERIALS	$33,369.46	$21,513.00	$11,856.46	$0.00
400 WEST FIRST STREET					
ELMHURST, IL 60126					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		$33,369.46	$21,513.00	$11,856.46	$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 11-08-23 **SIGNATURE:** _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY OF November, 23

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

F.3870 R5/96

Provided by Chicago Title Insurance Company

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF COOK

Gty #

Escrow #

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by P. WALKER BROTHERS
to furnish TRUCKING SERVICES
for the premises known as GLEN ESTATES
of which G.E. HILL AVE PROPERTIES, LLC is the owner.

THE undersigned, for and in consideration of FIFTY ONE THOUSAND EIGHT HUNDRED TWENTY FIVE 31\100 ($51,825.31) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS *

DATE 11/14/2023 COMPANY NAME UTILITY TRANSPORT SERVICE

ADDRESS 2300 W. 167TH STREET, MARKHAM IL

SIGNATURE AND TITLE

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) JAMES BRACKEN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) UTILITY TRANSPORT SERVICE WHO IS THE CONTRACTOR FURNISHING TRUCKING SERVICES WORK ON THE BUILDING LOCATED AT 982-994-HILL AVE, GLEN ELLYN, IL OWNED BY G.E. HILL AVE PROPERTIES, LLC

That the total amount of the contract including extras* is $77,643.61 on which he or she has received payment of $25,818.30 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
UTILITY TRANSPORT SERVICE	TRUCKING SERVICES	$77,643.61	$25,818.30	$51,825.31	0
2300 W. 167TH STREET					
MARKHAM, IL 60428					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		$77,643.61	$25,818.30	$51,825.31	0

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

NOTARY PUBLIC

Subject: **Glen Estates Earth Work Input**
Date: 1/31/2024 12:31:13 PM Central Standard Time
From: rdaubert@glenellyn.org
To: pjmbi@aol.com

PJ,

Thank you for your patience with the subject matter. I received ERA's as-built CAD files and have reviewed their as-built surface versus existing surface cut/fill volume analysis for the right-of-way area.

Before I comment, please note that the only grade verification that was done on site was me checking the sub-grade elevations verses the layout stakes to ensure Bob was conforming with the agreed subgrade elevation. I.e. we don't have topo on the subgrade but I'm confident it was hit.

Having said that, here's my comments:

1. The existing surface verses proposed surface volume of 1,190 CY is within reason.
2. For the pavement volume, I am contesting the assumption of the 20-inches of existing pavement removed on Hill Avenue and 16-1/4-inches removed on Cumnor Avenue as well as the 16-1/4-inches removed on Golf. Hill and Golf were on the order of 8-inches, excluding a little stone that was under the roadway. Cumnor should have been approximately 14-1/4-inches. These adjustments would bring the pavement removed volume down to approximately 642 CY.
3. I agree with the pavement installed volume of 1,465 CY.
4. Missing from the earthwork calcs by ERA are
    a. undercuts beyond the aggregate subgrade improvement. I did call Bob Walker on this and we agreed it was on the order of 5 loads, say 60 CY (my calculation will conflict with Bob's calculations per load as I'm typically using 12 CY per truck).
    b. Some additional excavation at Golf/Hill (and along Golf) due to small changes to the roadway profile and additional pavement work at the entrance to the country club. I consider this a wash as there was some additional pavement thickness at Golf and Hill.
    c. excavation for the sidewalk on Cumnor and a portion of Hill. Estimated 28 CY.
    d. spoils from street light pole bases. Estimated 1 CY.
    e. Storm sewer excavation. I did not go through each pipe segment and look at starting and ending depths and allowable trench width based on pipe size. We're not tracking/paying for earth excavation and trench backfill separately for the project. In any case, I ballpark that there was around 500 CY of allowable soils excavated and replaced with pipe/structures/stone for the storm sewer.

1,190 CY – 642 CY + 1,465 CY + 60 CY + 28 CY + 1 CY + 500 CY = 2,602 CY of excavation for the roadway/parkway, storm sewer, sidewalk, street lighting. Ball Park 200 loads.

Keep in mind there was earth excavation and trench backfill for the sanitary sewer as well as earth excavation for the site.

Rich Daubert, P.E., PTOE
PROFESSIONAL ENGINEER

VILLAGE OF GLEN ELLYN
Public Works Department
30 South Lambert Road
Glen Ellyn, IL 60137
Office: (630) 547-5507
rdaubert@glenellyn.org
www.glenellyn.org

90' SEPARATION / 400' TRAVELS

Subject: **RE: Hill Avenue Water Main Replacement**
Date: 9/15/2023 12:28:10 PM Central Daylight Time
From: rdaubert@glenellyn.org
To: dandeeinc@yahoo.com
Cc: gmathews@glenellyn.org, pjmbi@aol.com, bob@pwalkerbrothers.com

Chris,

We honestly did try and I have it all in writing going back to July 6. Everest was unresponsive until yesterday.

Yes, I made it clear we did not find the tee and that's on Everest.

I can understand how you should be paid for the potholing efforts.

Thanks for confirming on the storm sewer.

Rich Daubert, P.E.
PROFESSIONAL ENGINEER

VILLAGE OF GLEN ELLYN
Public Works Department
30 South Lambert Road
Glen Ellyn, IL 60137
Office: (630) 547-5507
rdaubert@glenellyn.org
www.glenellyn.org

eNEWS

From: Chris DiFranco <dandeeinc@yahoo.com>
Sent: Friday, September 15, 2023 12:06 PM
To: Patrick J Murphy Builders <pjmbi@aol.com>; bob@pwalkerbrothers.com; Richard Daubert <rdaubert@glenellyn.org>
Cc: Greg Mathews <gmathews@glenellyn.org>
Subject: Re: Hill Avenue Water Main Replacement

[EXTERNAL EMAIL]

Ok. Gentleman,
I have no idea why this was not the first choice, to have Everest fix their issue. I am confused as to why so much wasted time and effort took place with us and not with Everest and Leopardo. I have spent a lot of time and effort and the whole thing was handled very unprofessionally. This is why I was always asking for a written change order for this work and still to this day never received one. Interesting how that happened that way. The hydrant officially is owned by PJ since there was one in the original scope, that I expect to be paid for. I am pretty sure Everest was suppose to install the tee that was never located. We have a tapping sleeve and valve on site that is ours. We will start demobilizing on Tuesday. I will once again call my supply house to remove extra RCP pipe.

We do however expect to be paid for the 2 potholing efforts we had out there. I'm not sure who that is on? Probably should be Leopardo and/or Everest but we are not contracted with them. It certainly should not be on PJ. or Bob.

AS far as the storm sewer, we installed per plan.

ENGINEERING RESOURCE ASSOCIATES

June 24, 2021

SUBJECT: Glen Estates Subdivision - Hill Avenue - Cost of Improvement Increases
ERA Project No.: 150106.00

Dear Mr. Murphy,

Per the annexation agreement, the Village agrees to pay 50% of the actual costs of reconstructing Hill Avenue adjacent to the property. These costs include the following: engineering, design, construction layout, removal of existing pavement, excavation, grading, sub-base, concrete pavement, curb and gutter and restoration of parkway.

Also, the following costs associated for the Hill Avenue Subdivision are to show the difference between a standard subdivision road and the road the Village has imposed on the subject development. The Village typically requires a 21' B-B of curb, (18' of pavement and B.6-12 Curb and Gutter on both sides). The subject project, the city has deemed an arterial street and is requiring a 25' B-B of curb. (21' of pavement and B.6-18 Curb and Gutter on both sides). Also, the standard village roadway is composed of bituminous material, whereas this project the city is requiring concrete pavement. The costs associated with a concrete pavement is much higher than the equivalent bituminous pavement.

Length of construction of Hill Ave = 829'
Additional Width of Pavement = 3'

Total additional Pavement = 2,487 SF = 276.3 SY

Cost of additional Concrete Pavement with Stone Base = $115 /SY = $31,774.50

Length of Curb & GUtter Hill Ave = 1,676'

Cost of B.6-12 = $25 / LF

Cost of B.6-18 = $35 / LF

Difference in additional Curb & Gutter width = $10 (1,676 LF) = $16,760.00 180,724

Area of Pavement (minus additional width) = 2,310 - 276.3 = 2,033.7 SY

Cost of Asphalt Pavement with Stone Base = $50 /SY = $101,685.00

Cost of Concrete Pavement with Stone Base = $115 /SY = $233,875.5.00

Material cost increase from asphalt to Concrete = $132,190.50

WARRENVILLE
28700 WEST AVENUE, SUITE 180
WARRENVILLE, IL 60555
P 630.393.3060

CHICAGO
10 SOUTH RIVERSIDE PLAZA, SUITE 875
CHICAGO, IL 60606
P 312.474.7841

CHAMPAIGN
2416 GALEN DRIVE
CHAMPAIGN, IL 61821
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as Glen Estates Subdivision) Zoning Variations, Subdivision Variations, and to amend the 2006 Annexation Agreement and the Village's commitment towards certain public improvements which would be constructed as part of the new subdivision.

The 2006 Annexation Agreement for the development of the site specifies that the developer shall, at his sole cost and expense, construct and install street lighting, public sidewalk in all rights-of-way adjacent to the property, and reconstruct that portion of Golf Avenue adjacent to the property with an asphalt street. The agreement also states that the developer shall at his initial sole cost and expense reconstruct Hill Avenue adjacent to the property with a concrete street. The Village agreed to reimburse the developer for 50% of the costs to reconstruct Hill Avenue in a not-to exceed amount of $90,000 upon completion and acceptance of the public improvements. The Agreement also included a recapture agreement for the utility extensions, but in the intervening 17 years, Glen Oak Country Club constructed the water main under its own Annexation Agreement with the Village.

The developer has indicated that with the Annexation and Development Agreement dated to December of 2006, construction and engineering costs have increased and the Village's $90,000 contribution is no longer 50% of the cost of reconstructing Hill Avenue. In addition, the developer has attempted to maximize return on the project by increasing the number of single family lots from the originally contemplated 6-lot subdivision to a 7-lot subdivision.

Developer Request – and granted/approved by Bob Minix

In accordance with Village standards, Hill Avenue is to be reconstructed to a width of 25 feet (versus 21 feet). The developer's current proposition would require that the Village cover the full incremental cost for an additional three feet of concrete roadway pavement and curb which has 6-inch wider gutters on each side of the street. The developer also proposes that the Village cover the incremental cost of concrete pavement in lieu of asphalt pavement for the remainder of the roadway area. The developer further requests that the Village and developer share in the costs for street lighting, sidewalk, and the Cumnor Avenue and Golf Avenue roadway and sidewalk improvements.

In summary, the developer is requesting that the Village amend its financial contribution towards the subdivision's public improvements from $90,000 to $550,000.While the increase appears substantial, the developer asserts that he is simply requesting an increase in the Village's contribution from 50% to 70% of the cost of the related public improvements. At this time, the estimated total reimbursable costs of roadway and sidewalk improvements total $810,807. This estimate has been reviewed by Professional Engineer Daubert. If the Village were to contribute 50% of the costs, that amount would total $405,404, which is below the total amount requested by the developer of $550,000. If the Village were to contribute 70% of the costs, that amount would total $567,565, which would exceed the total amount requested by the developer by $17,565. If the Village were to contribute the proposed maximum amount of $550,000, based on the current estimate, that would amount to 67.8% of the public improvement costs. The total costs are estimated in Exhibit H attached to the proposed Amended Annexation Agreement.

Budget Impact:

The maximum cost to the Village as proposed in the Amended Annexation and Development Agreement is $550,000.

Action Requested:

Subject: **Hill Avenue Water Main Replacement - Cease Work**
Date: 9/14/2023 2:36:51 PM Central Daylight Time
From: rdaubert@glenellyn.org
To: pjmbi@aol.com, bob@pwalkerbrothers.com, dandeeinc@yahoo.com
Cc: gmathews@glenellyn.org

PJ, Bob, and Chris,

Based on interface I had with the General Contractor for the Glen Oak Country Club's water main installation work on Hill Avenue this afternoon combined with a follow up discussion with Glen Ellyn's Village Attorney, the Village of Glen Ellyn needs to you to cease work on the water main installation work. Glen Ellyn's Attorney is looking for clarification from Leopardo on a potential request on their part to correct the matter. The Village understands your water main material delivery is scheduled for Monday and that you were hoping to get this work started next week; however, we need you to cease said work until further notice. We do have not have anything in writing that they are definitively going to correct the matter but do need to give them time given today's interface. I will get back to you on this matter as soon as possible.

Thank you for your cooperation.

Rich Daubert, P.E.
PROFESSIONAL ENGINEER

VILLAGE OF GLEN ELLYN
Public Works Department
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* - Shut Down
J.B.