VILLAGE OF ANTIOCH

12-02-02

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION ON THE SOUTH SIDE OF ILLINOIS ROUTE 173, IMMEDIATELY WEST OF DEEP LAKE ROAD (FILE NO. PZB 12-01)

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF ANTIOCH, ILLINOIS

ON

February 20, 2012

Published in pamphlet form by authority of the Village Board of the Village of Antioch, Lake County, Illinois, this 23rd day of February, 2012

LAWRENCE M. HANSON	President	DENNIS B. CROSBY	Trustee
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ROBERT J. LONG	Attorney	TED P. POULOS	Trustee
	-	GEORGE C. SAKAS	Trustee

ORDINANCE NO. 12-02-02

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION ON THE SOUTH SIDE OF ILLINOIS ROUTE 173, IMMEDIATELY WEST OF DEEP LAKE ROAD (FILE NO. PZB 12-01)

WHEREAS, John Lavelle is an owner of certain property located within the Village of Antioch, situated upon the southwest corner of Illinois Route 173 and Deep Lake Road, which property is legally described as set forth on Exhibit A hereto, and which property is hereafter described as the "Subject Property", and

WHEREAS, John Lavelle ("Developer"), has petitioned the Village for approval of a final plat of subdivision of the Subject Property with the intention of using it for development of a day care facility and eventual retail purposes, and

WHEREAS, the Combined Planning Commission and Zoning Board ("PZB") conducted a public meeting on the petition, on January 26, 2012, and

WHEREAS, following testimony from the petitioner and Village Staff, the PZB concluded with a positive recommendation, with a very few minor conditions remaining to be addressed in the technical engineering documents, and

WHEREAS, the engineering conditions primarily related to stormwater detention, wetlands preservation and other environmental issues that have previously been reviewed and ultimately approved in principle by the United States Army Corps of Engineers ("USACOE"), the Illinois Department of Natural Resources ("IDNR") and affiliated state agencies, which matters have also been reviewed and commented on by Village staff in their dual roles of agents of the Village and certified agents of the Lake County Stormwater Management Commission ("SMC"), and

WHEREAS, Village Staff has advised the corporate authorities that the technical engineering issues have been resolved and should not constitute an impediment to approval of the final plat of subdivision at this time, and

WHEREAS, among the requests set forth in the Developer's petition is a request to waive the requirement that he extend water and sewer lines to the far southern boundary of his property, premised on his claim that the property to the south is unbuildable ADID wetlands which would result in expensive dead-end line extensions that serve no useful purpose but could generate maintenance issues at some future time, and

WHEREAS, the Developer has further requested that the installation of the complete sidewalk required along the perimeter of the entire property be deferred until such time as the northern commercial portion of the property is developed, and

WHEREAS, the Village Board has received the recommendations of the PZB and the further recommendations of Village Staff on the resolution of the technical engineering issues, and has duly deliberated upon the issues and it thereupon makes the following factual findings:

- 1. There is a substantial area of ADID wetlands located immediately to the south of the Subject Property;
- 2. There is no practical possibility that the property to the south of the Subject Property will be developed at any future time;
- 3. Requiring the extension of sewer and water to the southern boundary of the Subject Property would be a substantial expense for the Developer that would serve no practical purpose, but which would create a substantial probability of maintenance issues at some future time;
- The requested waiver of extending sewer and water to the far southern boundary of the property is appropriate under the unique circumstances presented;
- 5. The relatively large size of the site, coupled with its comparatively narrow east-west dimensions and the fact that no specific use is immediately contemplated for the northern half of the property justifies the development of the property in two phases, with sidewalks to be installed in each phase at the time each phase is built-out.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS, AS FOLLOWS:

SECTION ONE. The Mayor and Board of Trustees of the Village of Antioch hereby find the facts as stated in the preamble hereof are true and correct and said findings are made a part of this Ordinance.

SECTION TWO. The final plat of subdivision prepared by Manhard Consulting, bearing final revision date of December 19, 2011, consisting of four (4) plate pages be and is approved, subject to the resolution of final engineering issues listed in a letter from Howard R. Green dated January 25, 2012, and incorporated into the Village Staff Report to the Planning and Zoning Board Dated January 24, 2012. Exhibits to the Final Plat include the following documents:

- A. Letter of Outstanding Technical Issued Howard R. Green dated January 25, 2012, (On 2-6-12 Village Board moved to omit crosswalk recommendation).
- B. Recommendation Letter from Village Staff dated January 24, 2012
- C. Proposed Declaration of Easements, Covenants, and Conditions Drafted by Thompson Colbert LLP.

- D. Proposed Dormant Special Service Area Ordinance, entitled AN ORDINANCE RATIFYING THE ESTABLISHMENT OF A SPECIAL SERVICE AREA WITHIN THE VILLAGE OF ANTIOCH (LAVELLE SUBDIVISION)
- E. Request for IDNR Consultation Termination from the Village.
- F. United States Army Corp Permit for Wetland Disturbance and Deed Restriction
- G. Proposed Engineering and Site Plans Prepared by Manhard Consulting Consisting of 16 Pages Dated Jan. 13, 2012
- H. Proposed Plat of Easement Prepared by Manhard Consulting Consisting of 2 Pages Dated Jan. 13, 2012

SECTION THREE. Also included as part of the approved preliminary plat are the following conditions:

- A. No building or site development permits for projects of any kind on the site shall issue until all final approvals are obtained from the USACOE, IDNR and SMC and duly filed with the Village, and any such permits shall comply with all conditions described in such approvals from those agencies.
- B. Also prior to the issuance of any site development or building permit, a letter from each of the dry utility companies which indicate that all necessary easements are in place, and that utility mains and capacity are available.
- C. The developer shall have paid all relevant Village Fees to the project including development, site, impact, and recapture fees prior to the issuance of permits.
- D. All site lighting must be oriented 90 degrees downward toward the ground with a shielded flat lens fixture. Furthermore, if any skylights are to be installed in the proposed buildings, there must be a written commitment from the building owner and occupant that the interior lights in the area of the skylights shall be dimmed during the evening and early morning hours.

SECTION FOUR. The petitioner is granted a variance from the operative provisions of the Antioch Municipal Code which would otherwise require it to install sewers and water lines to the southern boundary of the property, pursuant to the engineering plans included as a part of the final plat of subdivision.

SECTION FIVE. The Mayor, Clerk, Village Attorney and all other municipal officials are directed to sign the final plat to signify approval thereof, and in addition thereto, the Clerk is directed to record the same at the petitioner's expense.

SECTION SIX. <u>Penalty.</u> Any person violating any of the provisions of this Ordinance shall be fined as provided in the general penalty in Section 1-3-1 of the Village Code for each offense and a violation shall be deemed to exist for each day during which violations of this Ordinance continue.

SECTION SEVEN. This Ordinance shall be in full force and effect from and after the passage and approval and publication in pamphlet form, as provided by law.

PASSED and APPROVED this 20th day of February, 2012.

AYES: 4: Sakas, Poulos, Dominiak and Jozwiak.

NAYS: 1: Pierce.

ABSENT: 1: Crosby.

Lawrence M. Hanson, Mayor

ATTEST:

Candi L. Rowe, Village Clerk

STATE OF ILLINOIS)
SS
COUNTY OF LAKE)

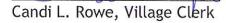
CERTIFICATE

I, Candi L. Rowe, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

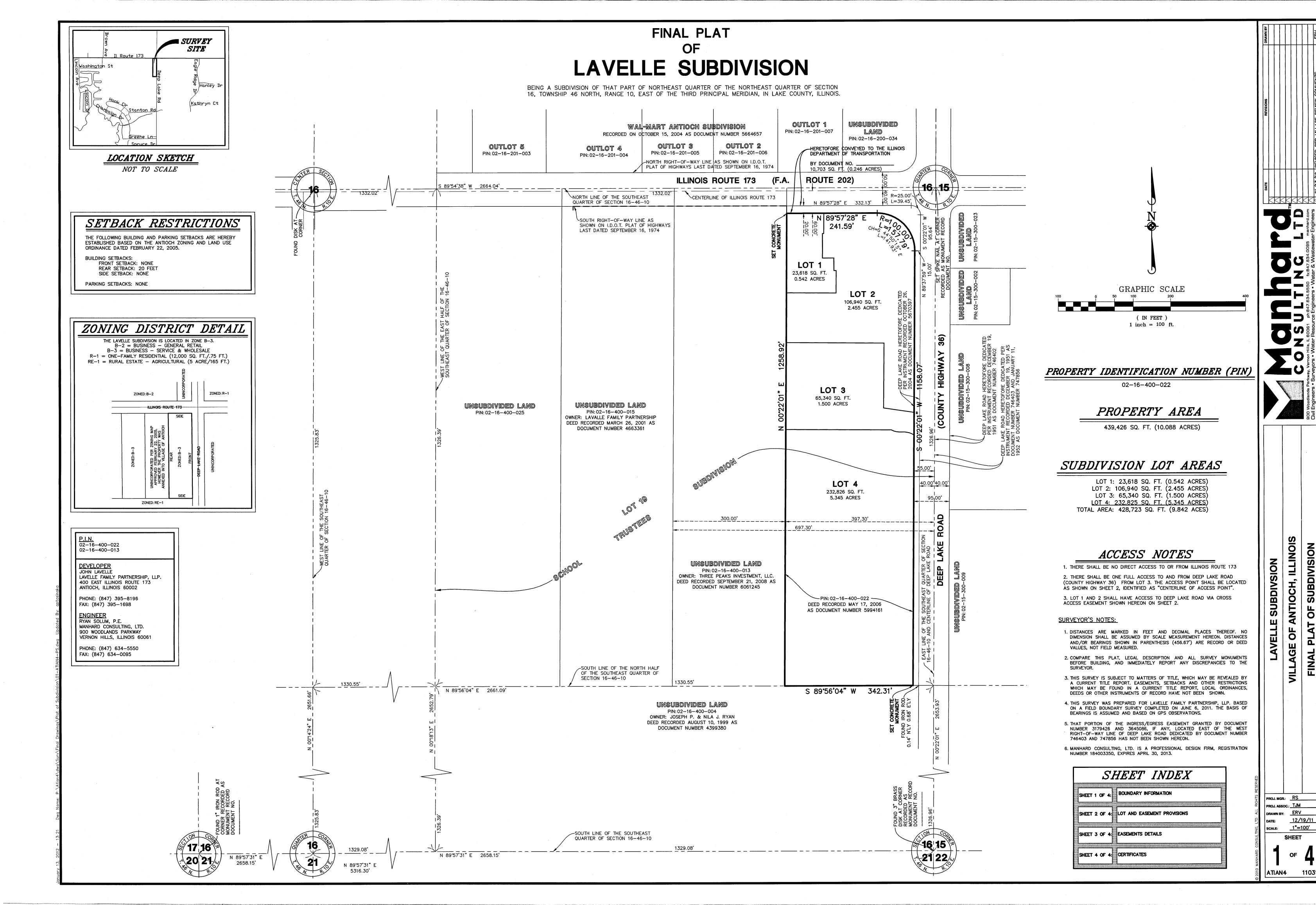
I certify that on February 20, 2012, the Corporate Authorities of such municipality passed and approved Ordinance No. 12-02-02, entitled "AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION ON THE SOUTH SIDE OF ILLINOIS ROUTE 173, IMMEDIATELY WEST OF DEEP LAKE ROAD (FILE NO. PZB 12-01)" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 12-02-02, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on February 23, 2012, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 23rd day of February, 2012.



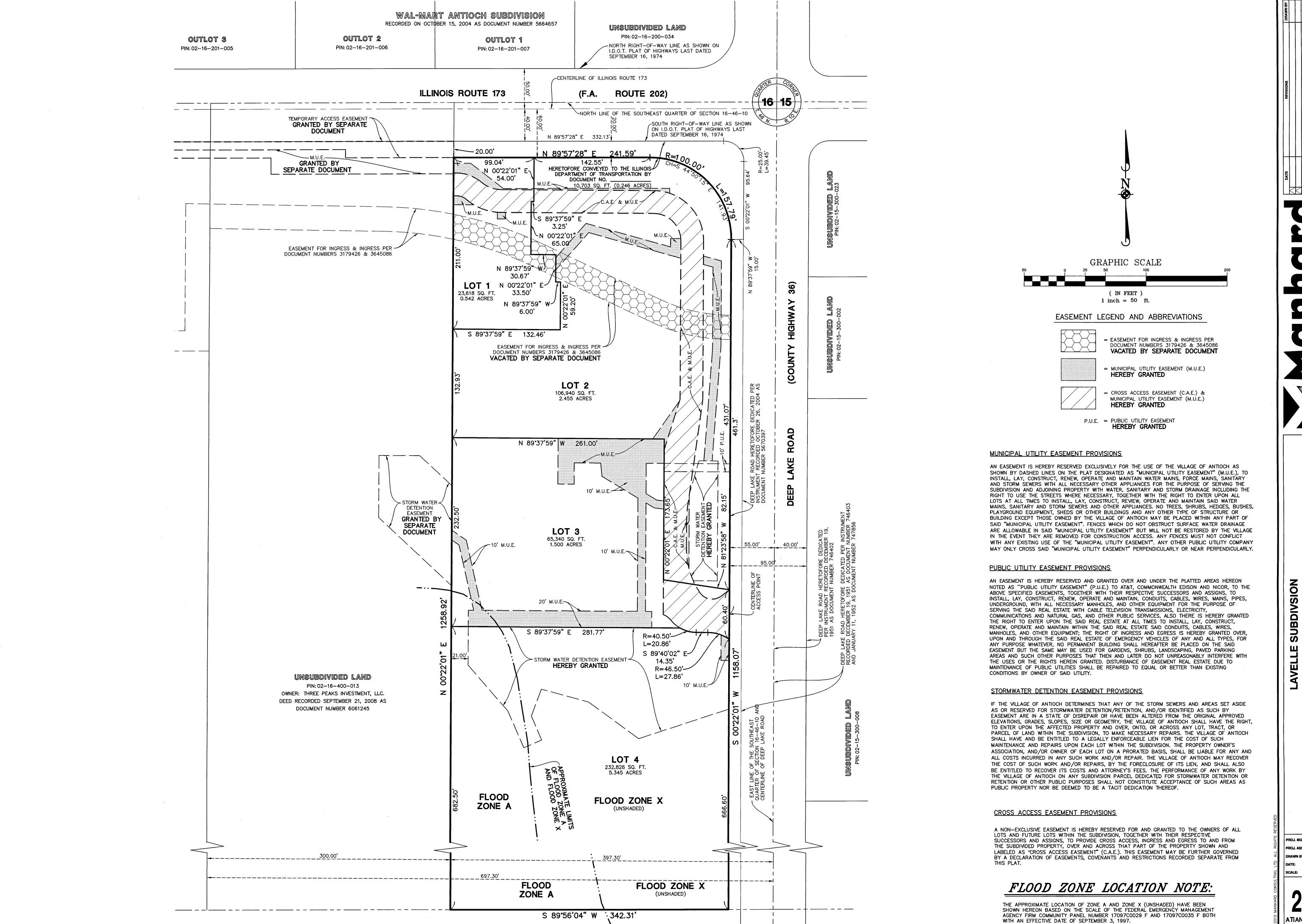




SUBDIVISION

OF

PLAT



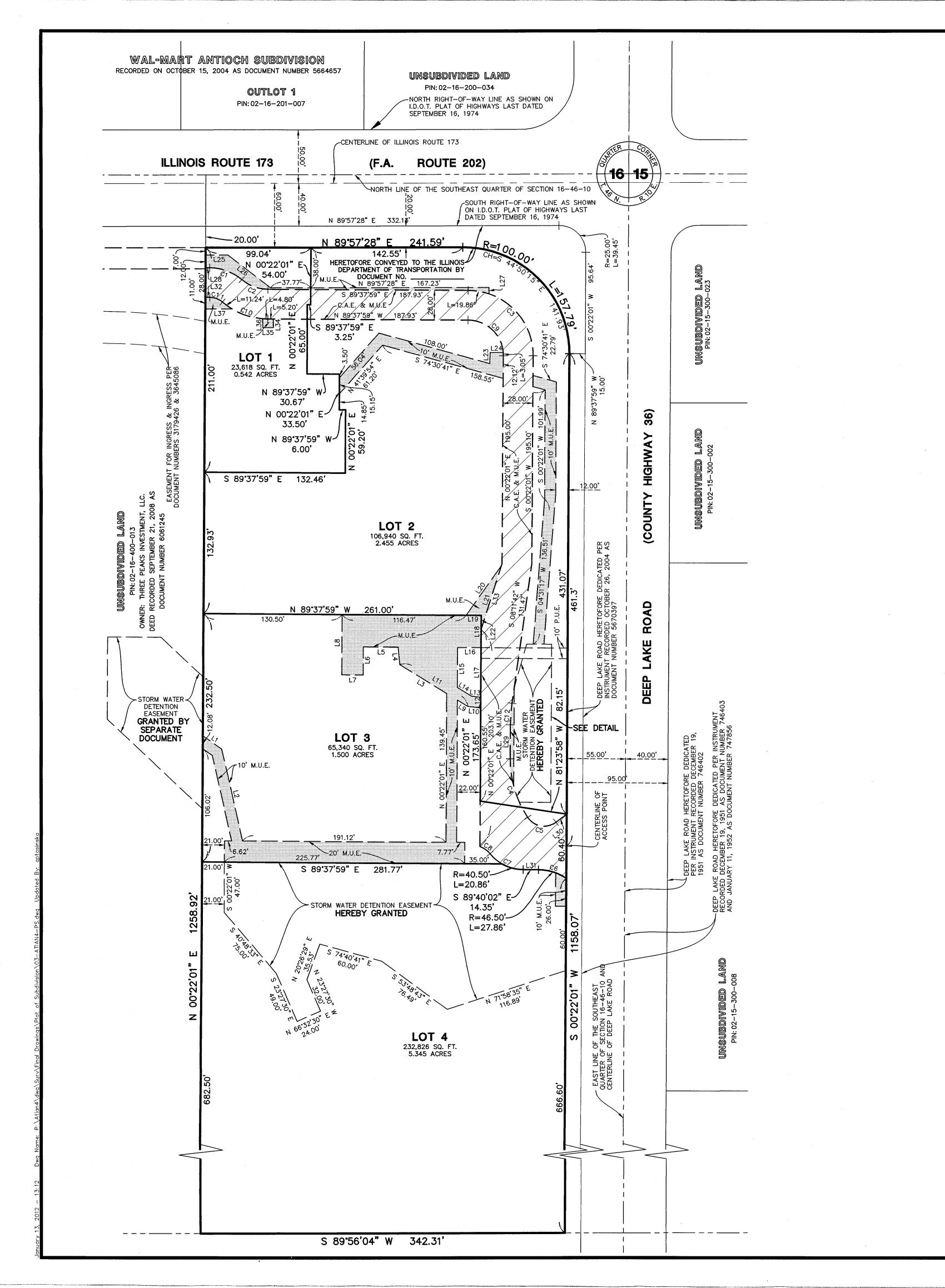
ANTIOCH, ILLINOIS SUBDIVISION OF

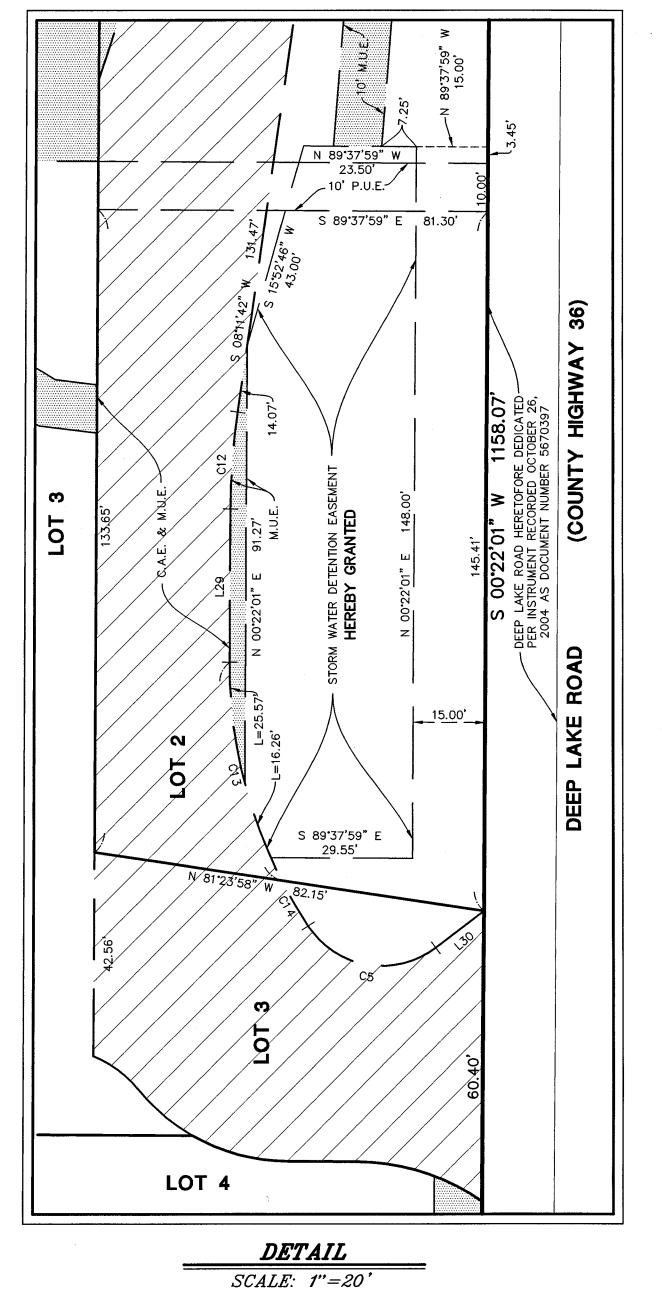
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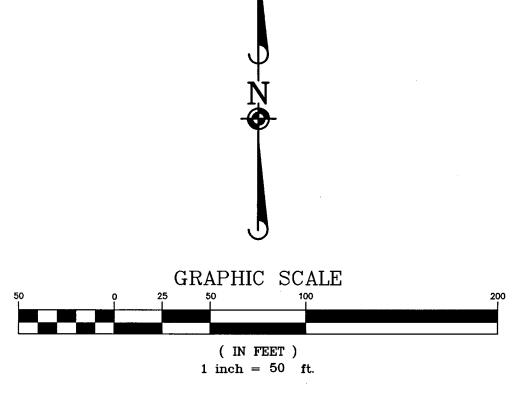
PROJ. MGR.: RS PROJ. ASSOC.: TJM 12/19/11

1"=50' SHEET

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EASEMENT LEGEND AND ABBREVIATIONS



= MUNICIPAL UTILITY EASEMENT (M.U.E.)
HEREBY GRANTED



= CROSS ACCESS EASEMENT (C.A.E.) & MUNICIPAL UTILITY EASEMENT (M.U.E.) HEREBY GRANTED

P.U.E. = PUBLIC UTILITY EASEMENT **HEREBY GRANTED**

		CURVE	TABLE	
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	46.50'	32.91'	N 69°45'50" W	32.23'
C2	38.50'	26.98'	S 69°33'33" E	26.43'
C3	61.50'	96.60'	N 44 ° 37'59" W	86.97
C4	98.50'	58.07	S 16'31'22" E	57.23'
C5	18.50'	30.27	S 80°17'30" E	27.01
C6	46.50'	27.86'	N 72°30'22" W	27. 44'
C7	40.50'	35.78'	S 64°21'36" E	34.63
C8	22.50'	11.72'	N 53°58'25" W	11.59'
C9	33.50'	52.62'	N 44°37'59" W	47.38'
C10	66.50'	46.60'	S 69*33'33" E	45.65
C11	18.47	13.07'	N 69°43'41" W	12.80'
C12	148.50	20.29	S 04°16'52" W	20.27
C13	98.50'	47.11'	S 13°20'04" E	46.66'
C14	98.50'	10.96'	S 3013'27" E	10.96

	LINE TABLE	
LINE	BEARING	LENGTH
L1	S 55*28'39" E	21.60'
L2	S 12'43'52" E	88.28'
L3	N 58*32'12" W	51.65'
L4	N 05°35'31" W	16.46'
L5	N 89*37'59" W	32.56'
L6	S 00°22'01" W	26.25
L7	N 89*37'59" W	20.00'
L8	N 00°22'01" E	56.25
L9	S 58*32'12" E	11.64'
L10	S 82*57'02" E	12.11'
L11	S 58'32'12" E	74.97'
L12	N 00°22'01" E	10.07
L13	N 82*57'02" W	8.78'
L14	N 58*32'12" W	15.51'
L15	N 00°22'01" E	37.40'
L16	S 89*37'59" E	22.00'
L17	S 00°22'01" W	46.43'
L18	N 00°22'01" E	30.00'
L19	N 89°37'59" W	14.03'
L20	N 35*20'48" E	57.32'
L21	S 17*46'26" W	62.95'
L22	N 00°22'01" E	13.10'
L23	N 00°22'01" E	10.40'
L24	S 89'37'59" E	12.44'
L25	N 89*57'28" E	20.82'
L26	S 52°25'41" E	50.79'
L27	S 00°02'32" E	6.08'
L28	N 89*57'28" E	3.73'
L29	S 00°22'01" W	31.82'
L30	N 52*49'44" E	12.64'
L31	N 89°40'02" W	14.35'
L32	S 89*57'28" W	3.95'
L33	N 17'46'26" E	64.48'
L34	S 00°02'32" E	8.00'
L35	S 89°57'28" W	10.00'
L36	N 00°02'32" W	8.24'
L37	N 89*57'28" E	25.15'

LAVELLE SUBDIVSION

VILLAGE OF ANTIOCH, ILLINOIS

FINAL PLAT OF SUBDIVISION

FINAL PLAT OF SUBDIVISION

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1"=50'

OF

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BY:				440 E. ROUTE 173 ANTIOCH, ILLINOIS 60002
	PRINTED	NAME AND TITLE		
SCHOOL	DISTRICT BOU	NDARY STATE	<u>MENT</u>	
STATE OF	ILLINOIS)) SS			
COUNTY O	,			
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e e	HIGH SCHOOL [DISTRICT NO. 33 DISTRICT NO. 117 E DISTRICT NO. 5		
BY·				OWNERS NAME AND ADDRESS
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A NOTARY

PRINTED NAME

WHO ARE PERSONALLY KNOWN TO ME TO BE THE

STATE OF _____

PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS

SAME WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME

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

INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET

COUNTY OF _

NOTARY PUBLIC

FINAL PLAT LAVELLE SUBDIVISION

BEING A SUBDIVISION OF THAT PART OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

) SS	
COUNTY OF LAKE)	
TO THE BEST OF OUR KNOWLEDGE AND BELIEF, TO THE CHANGED BY THE CONSTRUCTION OF SUITHAT IF SUCH SURFACE WATER DRAINAGE WILL EBEEN MADE FOR COLLECTION AND DIVERSION OF OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHWATERS WILL BE PLANNED FOR IN ACCORDANCE PRACTICES SO AS TO REDUCE THE DAMAGE TO CONSTRUCTION OF THE SUBDIVISION.	CH SUBDIVISION OR ANY PART THEREOF, OF E CHANGED, REASONABLE PROVISION HAS SUCH SURFACE WATERS INTO PUBLIC AREA IT TO USE AND THAT SUCH SURFACE WITH GENERALLY ACCEPTED ENGINEERING
DATED THIS DAY OF	, 200
·	_
RYAN SOLUM, P.E. MANHARD CONSULTING, LTD. 900 WOODLANDS PARKWAY VERNON HILLS, ILLINOIS 60061	
BY:	
PRINTED NAME AND TITLE	
LEVELLE FAMILY LIMITED PARTNERSHIP, LLP, AN ILLINOIS LIMITED LIABILITY PARTNERSHIP	
VILLAGE ENGINEER CERTIFICATE STATE OF ILLINOIS)	
COUNTY OF LAKE)	
THIS IS TO CERTIFY THAT I,	, VILLAGE ENGINEER REVIEWED AND APPROVED THIS PLAT.
THIS DAY OF, A.D., 20_	
VILLAGE ENGINEER	<u>. </u>
VILLAGE COLLECTOR CERTIFICATE	
VILLAGE COLLECTOR CERTIFICATE STATE OF ILLINOIS)	
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STATE OF ILLINOIS)) SS COUNTY OF LAKE) I,, VILLAG ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE FORFEITED SPECIAL ASSESSMENTS OF ANY DEFE BEEN APPORTIONED AGAINST THE TRACT, INCLUDE	NO DELINQUENT OR UNPAID CURRENT OR RRED INSTALLMENTS THEREOF THAT HAVE I DED IN THE PLAT.
STATE OF ILLINOIS) (COUNTY OF LAKE) I,, VILLAG ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE FORFEITED SPECIAL ASSESSMENTS OF ANY DEFE BEEN APPORTIONED AGAINST THE TRACT, INCLUE DATED AT ANTIOCH, LAKE COUNTY, ILLINOIS,	NO DELINQUENT OR UNPAID CURRENT OR RRED INSTALLMENTS THEREOF THAT HAVE I DED IN THE PLAT.
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STATE OF ILLINOIS) (COUNTY OF LAKE) I,, VILLAGE ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE FORFEITED SPECIAL ASSESSMENTS OF ANY DEFENDEN APPORTIONED AGAINST THE TRACT, INCLUDED ATTEMPT ANTIOCH, LAKE COUNTY, ILLINOIS, THIS DAY OF, A.D.,20 VILLAGE COLLECTOR	NO DELINQUENT OR UNPAID CURRENT OR RRED INSTALLMENTS THEREOF THAT HAVE NO DED IN THE PLAT.
STATE OF ILLINOIS) (COUNTY OF LAKE) I,, VILLAG ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE FORFEITED SPECIAL ASSESSMENTS OF ANY DEFEL BEEN APPORTIONED AGAINST THE TRACT, INCLUDE DATED AT ANTIOCH, LAKE COUNTY, ILLINOIS, THIS DAY OF, A.D.,20 VILLAGE COLLECTOR VILLAGE BOARD OF TRUSTEES CERTIFIC STATE OF ILLINOIS) SS	NO DELINQUENT OR UNPAID CURRENT OR RRED INSTALLMENTS THEREOF THAT HAVE DED IN THE PLAT. CATE OF TRUSTEES OF THE VILLAGE OF ANTIOCH
STATE OF ILLINOIS) (COUNTY OF LAKE) I,, VILLAGE ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE FORFEITED SPECIAL ASSESSMENTS OF ANY DEFE BEEN APPORTIONED AGAINST THE TRACT, INCLUDE DATED AT ANTIOCH, LAKE COUNTY, ILLINOIS, THIS DAY OF, A.D.,20 VILLAGE COLLECTOR VILLAGE COLLECTOR VILLAGE BOARD OF TRUSTEES CERTIFIC STATE OF ILLINOIS) (STATE OF ILLINOIS)	NO DELINQUENT OR UNPAID CURRENT OR RRED INSTALLMENTS THEREOF THAT HAVE DED IN THE PLAT. CATE OF TRUSTEES OF THE VILLAGE OF ANTIOCH PLAT.
STATE OF ILLINOIS) COUNTY OF LAKE) I,, VILLAG ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE FORFEITED SPECIAL ASSESSMENTS OF ANY DEFE BEEN APPORTIONED AGAINST THE TRACT, INCLUDED AT ANTIOCH, LAKE COUNTY, ILLINOIS, THIS DAY OF, A.D.,20 VILLAGE COLLECTOR VILLAGE COLLECTOR VILLAGE BOARD OF TRUSTEES CERTIFICATION STATE OF ILLINOIS) STATE OF ILLINOIS) COUNTY OF LAKE) THIS IS TO CERTIFY THAT THE VILLAGE BOARD ILLINOIS, HAVE REVIEWED AND APPROVED THIS IS DATED AT ANTIOCH, LAKE COUNTY, ILLINOIS,	NO DELINQUENT OR UNPAID CURRENT OR RRED INSTALLMENTS THEREOF THAT HAVE IN DED IN THE PLAT. CATE OF TRUSTEES OF THE VILLAGE OF ANTIOCH PLAT.

COUNTY	CLERK	CERTIFICATE

STATE OF ILLINOIS) COUNTY OF LAKE) _, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ACCOMPANYING PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS, THIS_____, A.D., 20____, COUNTY CLERK LAKE COUNTY, ILLINOIS VILLAGE PLAN COMMISSION CERTIFICATE STATE OF ILLINOIS) COUNTY OF LAKE)

DATED AT ANTIOCH, LAKE COUNTY, ILLINOIS, THIS _____, A.D. 20_____,

THIS IS TO CERTIFY THAT THE PLAN COMMISSION OF THE VILLAGE OF

ANTIOCH, ILLINOIS, HAS REVIEWED AND APPROVED THIS PLAT.

CHAIRMAN PRINTED NAME

SECRETARY

PRINTED NAME

LLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATE

DIANE M. O'KEEFE, P.E. DEPUTY DIRECTOR OF HIGHWAYS, REGION ONE ENGINEER

THERE SHALL BE NO DIRECT ACCESS TO OR FROM ILLINOIS ROUTE 173 FROM THE LAVELLE

COUNTY HIGHWAY CERTIFICATE

COUNTY OF LAKE)

THIS PLAT IS HEREBY APPROVED THIS _____ DAY OF_____, A.D., 20___.
BY THE COUNTY ENGINEER OF LAKE COUNTY PURSUANT TO CHAPTER 765, ACT 205, SECTION 2 ET. SEQ. OF THE ILLINOIS COMPILED STATUTES, AS AMENDED, AS TO ROADWAY ACCESS TO COUNTY HIGHWAY 33 ALSO KNOWN AS DEEP LAKE ROAD.

DIRECT ACCESS EITHER TO OR FROM COUNTY HIGHWAY 36 SHALL BE RESTRICTED AS SHOWN ON THIS PLAT AND SHALL BE SUBJECT TO THE LAKE COUNTY HIGHWAY ACCESS REGULATION ORDINANCE WHICH REQUIRES, IN PART, THAT APPLICATION BE MADE AND AN ACCESS PERMIT BE OBTAINED FROM THE COUNTY ENGINEER OF LAKE COUNTY PRIOR TO ANY ACCESS INSTALLATION.

COUNTY ENGINEER OF LAKE COUNTY

PERMISSION TO RECORD

STATE OF ILLINOIS) COUNTY OF LAKE)

I, TIMOTHY J. MURPHY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2870, HEREBY GRANT PERMISSION TO ANY REPRESENTATIVE OF THE VILLAGE OF ANTIOCH, TO RECORD THIS PLAT ON OR BEFORE DECEMBER 31ST, A.D. 2012. THE REPRESENTATIVE SHALL SHOW PROPER IDENTIFICATION AND PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF SAID PLAT.

DATED THIS 13TH DAY OF JANUARY, A.D. 2012.

Timothy J. Muyly
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2840 LICENSE EXPIRES NOVEMBER 30, 2012



SURVEYORS CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF LAKE)

THIS IS TO DECLARE THAT THE FOLLOWING DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY MANHARD CONSULTING, LTD., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION:

THE EAST 397.3 FEET OF THAT PART LOT 19 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DEDICATED TO THE COUNTY OF LAKE BY INSTRUMENTS RECORDED DECEMBER 19, 1951 AS DOCUMENT NUMBER 746403, JANUARY 11, 1952 AS DOCUMENT NUMBER 747856 AND OCTOBER 26, 2004 AS DOCUMENT NUMBER 5670397, AND ALSO EXCEPTING THE NORTH 40.00 FEET), AND ALSO (EXCEPT THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION PER DOCUMENT

NUMBER______) IN LAKE COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 9.842 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY 65 ILCS 5, SECTION 11-12-6.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17097C0029 F AND 17097C0035 F BOTH WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 1997 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE A AND ZONE X (UNSHADED). ZONE A IS DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH NO BASE FLOOD ELEVATIONS DETERMINED. ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS STATEMENT DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL

GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF JANUARY, A.D. 2012.

LICENSE EXPIRES NOVEMBER 30, 2012

THIS PROFESSIONAL SERVICES CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184003350-EXPIRES APRIL 30, 2013



PROJ. MGR.: RS DRAWN BY: ERV 12/19/11 N/A

SHEET

110311

F ANTIOCH, ILLINOIS

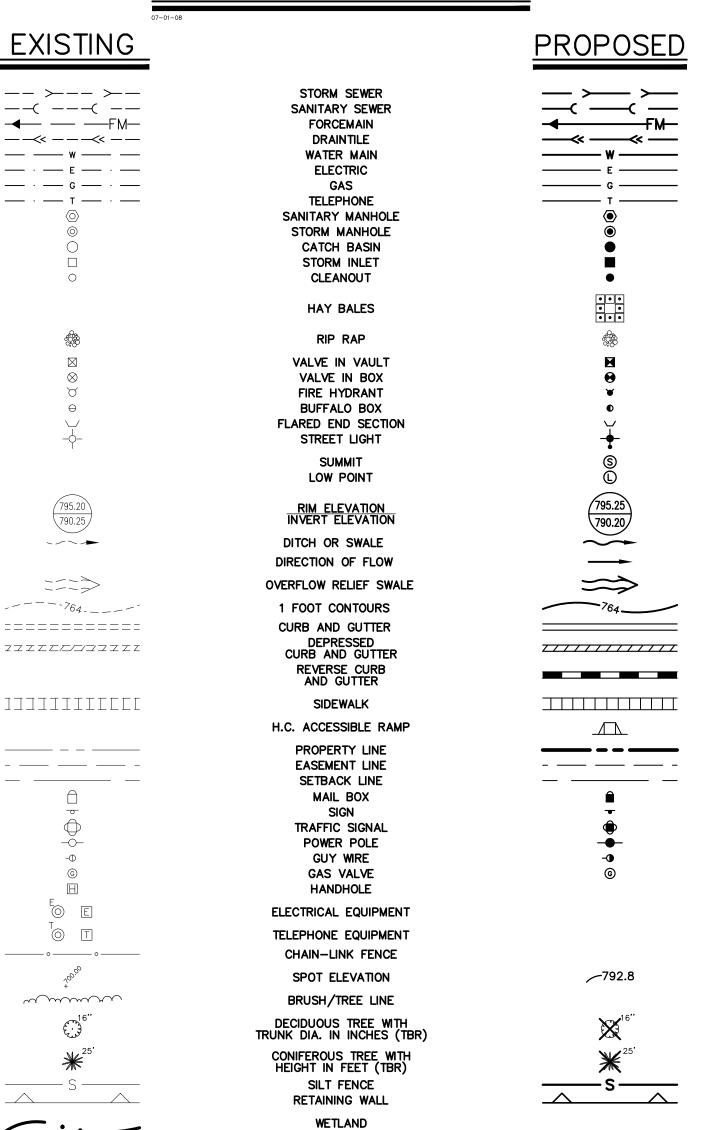
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SUBDIVSION

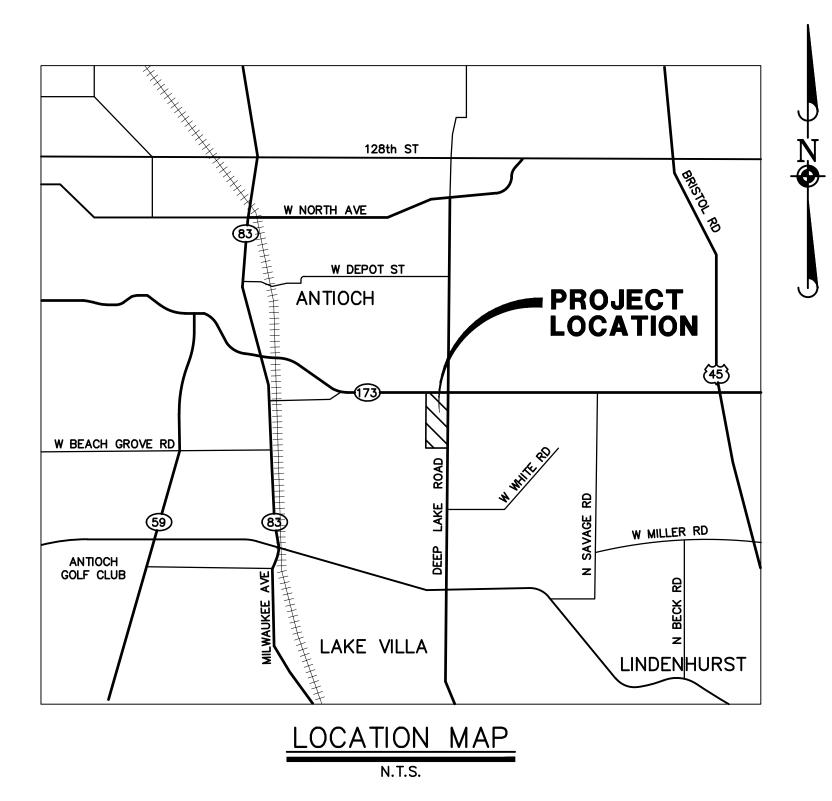
LAVELLE

ANTIOCH DAYCARE AND RETAIL DEVELOPMENT

STANDARD SYMBOLS



Located at the Southwest Corner of IL RTE 173 and Deep Lake Road Village of Antioch, Illinois



JOHN LAVELLE LAVELLE FAMILY PARTNERSHIP, LLP 440 EAST ILLINOIS ROUTE 173 ANTIOCH, ILLINOIS 60002 (847)421-5000

		07-01-08		
ADJ	ADJUST		FES	FLARED EN
AGG.	AGGREGATE		F/L	FLOW LINE
ARCH	ARCHITECT		FM	FORCE MA
B.A.M.	BITUMINOUS AGGREGATE MIXTURE		G	GROUND
B-B	BACK TO BACK		GAS	GAS
B/P	BOTTOM OF PIPE		G/F	GRADE AT
B/W	BACK OF WALK		G/WALL	GRADE AT
B-BOX	BUFFALO BOX		GM	GENERAL N
BIT.	BITUMINOUS		GR	GROCERY
BM	BENCHMARK		GW	GUY WIRE
B.O.	BY OTHERS		HDWL	HEADWALL
C.E.	COMMERCIAL ENTRANCE		HH	HANDHOLE
СВ	CATCH BASIN		HWL	HIGH WATE
CL	CENTERLINE		HYD.	HYDRANT
CLID	CLOSED LID		INL	INLET
CMP	CORRUGATED METAL PIPE		INV.	INVERT
CNTRL	CONTROL		IP	IRON PIPE
C.O.	CLEANOUT		MAX.	MAXIMUM
CONC.	CONCRETE		MB	MAILBOX
CY	CUBIC YARD		MH	MANHOLE
D DIA.	DITCH		MIN.	MINIMUM
DIA. DIP	DIAMETER DUCTILE IRON PIPE		NWL	NORMAL W
DIWM	DUCTILE IRON PIPE DUCTILE IRON WATER MAIN		OLID	OPEN LID
DIWM	DOWNSPOUT		P.E. PC	PRIVATE E
DT	DRAIN TILE		PCC	POINT OF POINT OF
E E	ELECTRIC		PGL	PROFILE G
Ē-E	EDGE TO EDGE		PI	POINT OF
ĒLĒV.	ELEVATION		PL	PROPERTY
E/P	EDGE OF PAVEMENT		PP	POWER PO
ĒX.	EXISTING		PROP.	PROPOSED
F.E.	FIELD ENTRANCE		PT	POINT OF
F-F	FACE TO FACE		PVC	POLYVINYL

FINISHED FLOOR

卫 LOCATING

Call 48 hours before you dig

1-800-892-0123

EXCAVATORS

ES	FLARED END SECTION
·/L	FLOW LINE
·м ¯	FORCE MAIN
}	GROUND
SAS	GAS
G/F	GRADE AT FOUNDATION
/WALL	GRADE AT WALL
Я́М	GENERAL MERCHANDISE
R	GROCERY
SW W	GUY WIRE
I DWL	HEADWALL
I H	HANDHOLE
I WL	HIGH WATER LEVEL
IYD.	HYDRANT
NL	INLET
NV.	INVERT
P	IRON PIPE
IAX.	MAXIMUM
IB	MAILBOX
AH	MANHOLE
AIN.	MINIMUM
IWL	NORMAL WATER LEVEL
DLID	OPEN LID
P.E.	PRIVATE ENTRANCE
C	POINT OF CURVE
CC	POINT OF COMPOUND CURVE
PGL	PROFILE GRADE LINE
2	POINT OF INTERSECTION
PL	PROPERTY LINE
PPOD	POWER POLE PROPOSED
PROP.	POINT OF TANGENCY
PVC PVC	POLYVINYL CHLORIDE PIPE
PVC	POINT OF VERTICAL CURVE
VC	FOINT OF VERTICAL CURVE

PVI PVT P	POINT OF VERTICAL INTERSECTION POINT OF VERTICAL TANGENCY PAVEMENT
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
R	RADIUS
R.O.W.	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
REM RR	REMOVAL RAILROAD
RT	RIGHT
SAN	SANITARY
SF	SQUARE FOOT
SHLD.	SHOULDER
SL	STREET LIGHT
SMH	SANITARY MANHOLE
ST	STORM
STA.	STANDARD
STD SW	STANDARD SIDEWALK
SY	SQUARE YARDS
TBR	TO BE REMOVED
Ť	TELEPHONE
T-A	TYPE A
T/C	TOP OF CURB
T/F	TOP OF FOUNDATION
T/P	TOP OF PIPE
T/W	TOP OF WALK
T/WALL	TOP OF WALL
TEMP	TEMPORARY
TRANS	TRANSFORMER
V.B.	VALVE BOX
VCB V.V.	VITRIFIED CLAY PIPE VALVE VAULT
v.v. WL	WATER LEVEL
WM	WATER MAIN

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES, NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.



Construction Managers • Environmental Scientists • Landscape Architects • Planners

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1.	TITLE SHEET
2.	EXISTING CONDITIONS
3.	SOIL EROSION AND SEDIMENTATION CONTROL PLAN
4.	SOIL EROSION CONTROL NOTES AND DETAILS
5.	SITE DIMENSIONAL AND PAVING PLAN
6.	GRADING PLAN
7.	UTILITY PLAN
7A.	OFFSITE UTILITY PLAN
8.	SANITARY SEWER PLAN AND PROFILE
9.	LANDSCAPE PLAN
10.	LANDSCAPE NOTES AND DETAILS
11.	CONSTRUCTION DETAILS
12.	CONSTRUCTION DETAILS
13.	CONSTRUCTION SPECIFICATIONS
14.	STORMWATER LIFT STATION
15.	PHASING PLAN

BENCHMARKS:

SOURCE BENCHMARK: LAKE COUNTY DEPARTMENT OD TRANSPORTATION MONUMENT AT THE INTERSECTION OF DEEP LAKE ROAD AND DEPOT STREET. ELEVATION=821.86

SITE BENCHMARK 1: (SBM1) CHISELED SQUARE CUT IN TOP CENTER OF CONCRETE HEADWALL LOCATED ON THE NORTH SIDE OF ILLINOIS ROUTE 173 AND 520'

WEST OF CENTER LINE OF DEEP LAKE ROAD. ELEVATION=782.57

SITE BENCHMARK 2: (SBM2) 16 PENNY NAIL SET IN EAST FACE OF POWER POLE LOCATED ON THE WEST SIDE OF DEEP LAKE ROAD AND 855 FEET NORTH OF CENTERLINE OF ILLINOIS ROUTE 173. ELEVATION=804.56

(847) 395-0142

CONTACT: JIM KEIM

NOTES:

1. THE TOPOGRAPHY SURVEY FOR THIS PROJECT IS BASED ON A FIELD SURVEY PREPARED BY MANHARD CONSULTING LTD. AND WAS PERFORMED ON SEPT. 13, 2003. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.

<u>UTILITY CONTACTS</u>				
ELECTRIC COMED 1500 FRANKLIN BLVD. LIBERTYVILLE, IL 60048 (847) 816-5329 CONTACT: BRIAN HAUCK	WATER/SEWER: PUBLIC WORKS DEPARTMENT 796 HOBLEK DRIVE ANTIOCH, IL 60002 (847) 395-1881 CONTACT: DENNIS HEIMBRODT			
GAS: NICOR GAS 300 W, TERRAWTTA CRYSTAL LAKE, IL 60014 (847) 598-4005 CONTACT: TIM HENEGHEN	TELEPHONE: AMERITECH 1200 N. ARLINGTON HEIGHTS ROAD ARLINGTON HEIGHTS, IL 60004 (847) 759-5581 CONTACT: SAL MARTINEZ			
MUNICIPALITY VILLAGE OF ANTIOCH 874 MAIN STREET ANTIOCH, IL 60002	CABLE: COMCAST 688 INDUSTRIAL DRIVE ELMHURST, IL 60126			

(630) 600-6348

CONTACT: FRANK GAUTIER

PROJ. MGR.: TTR PROJ. ASSOC.: RJS 9-29-11 <u>N.T.S.</u> SCALE: SHEET

DEVELOI

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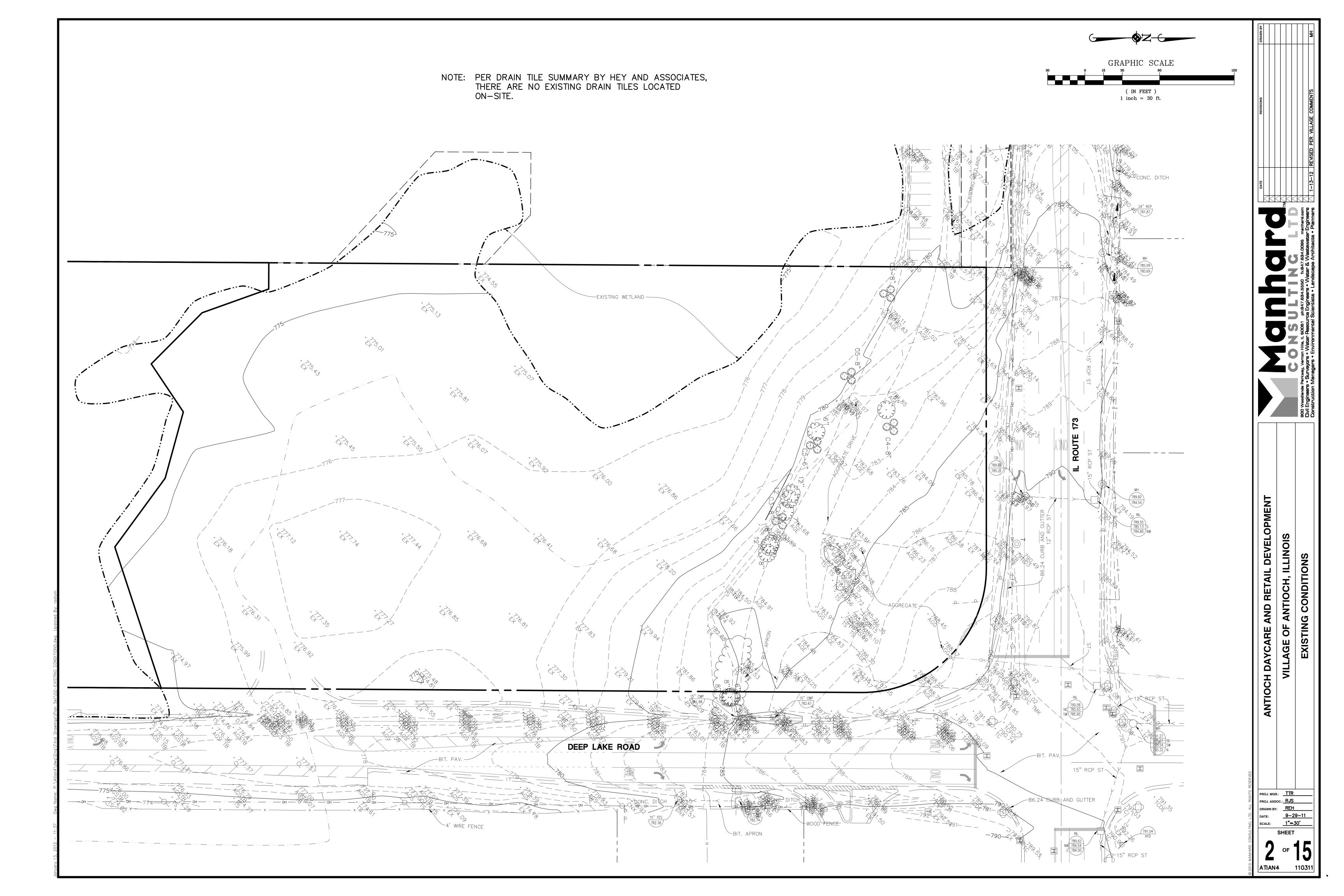
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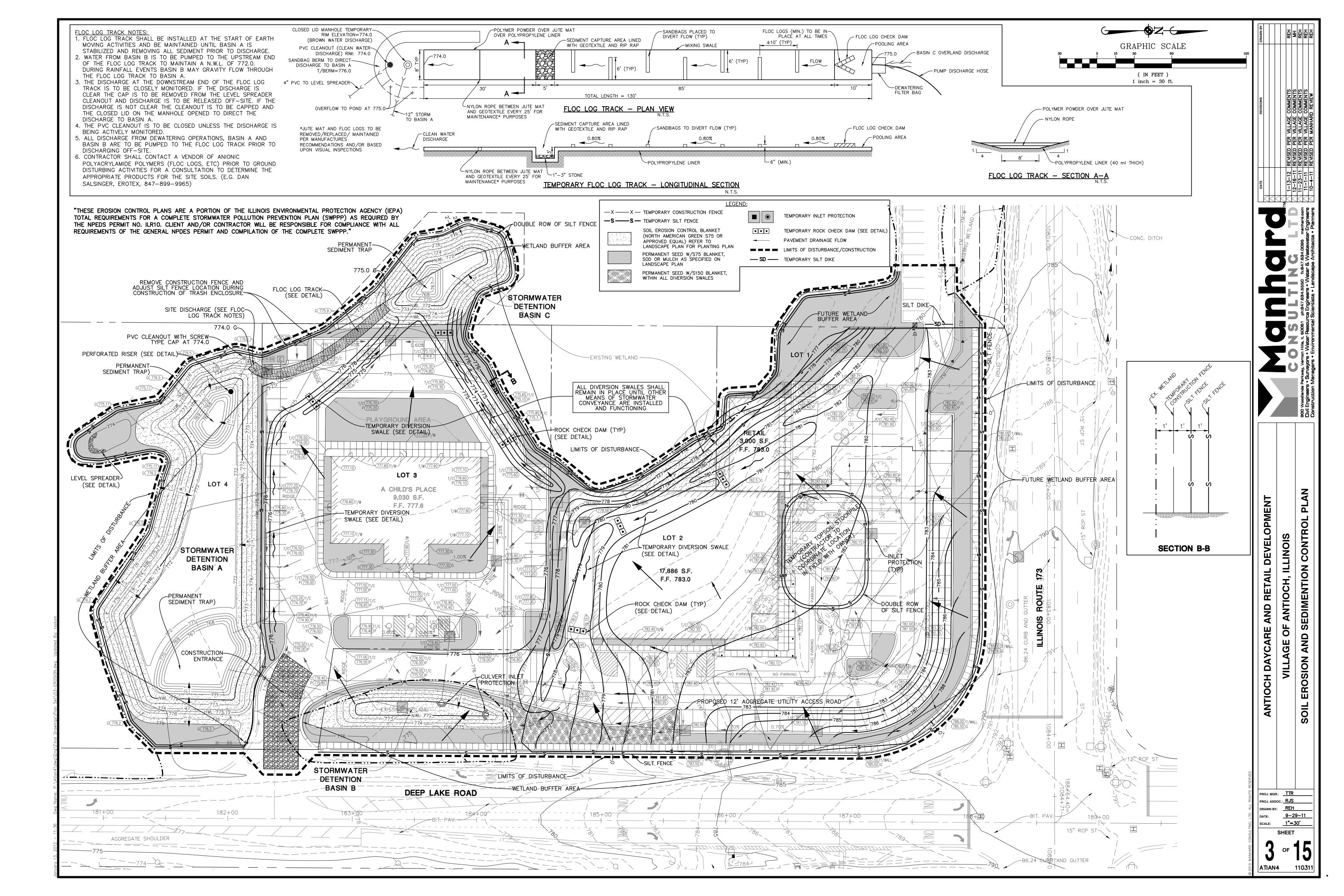
ILLINOIS

OF

VILLAGE

ATIAN4 110311





SOIL EROSION AND SEDIMENTATION CONTROL GENERAL NOTES

- ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE "ILLINOIS URBAN MANUAL".
- 2. MAINTENANCE AND REPLACEMENT OF EROSION CONTROL ITEMS, WHEN DIRECTED BY THE OWNER, SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
- 3. THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER OR EQUIVALENT SNOWFALL. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF SAID MEASURES SHALL BE MADE IMMEDIATELY.
- . INSTALL ALL PERIMETER SILT FENCING PRIOR TO ANY CLEARING OR GRADING. ONSITE SEDIMENT CONTROL MEASURES AS SHOWN AND SPECIFIED BY THIS EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE CONSTRUCTED AND FUNCTIONAL PRIOR TO INITIATING CLEARING, GRADING, STRIPPING, EXCAVATION OR FILLING ACTIVITIES ON THE SITE.
- STORM WATERS FALLING ON THE ENTIRE SITE SHALL BE DIVERTED INTO THE DETENTION BASIN, PRIOR TO BEGINNING MASS EXCAVATION, THE CONTRACTOR SHALL CONSTRUCT DITCHES, SWALES, SEDIMENTATION TRAPS (DETENTION BASIN) AND SILTATION CONTROL MEASURES AS REQUIRED TO INTERCEPT SURFACE WATERS BEFORE THEY FLOW ONTO ADJACENT PROPERTY AND CONVEY THEM TO THE DETENTION BASIN.
- 6. DISTURBED AREA SHALL BE STABILIZED BY SEEDING AT A MINIMUM, WITHIN SEVEN (7) DAYS OF COMPLETION OF DISTURBANCE UNLESS THE AREA WILL BE DISTURBED WITHIN FOURTEEN (14) DAYS AND GRASS SOWN AS NECESSARY TO RE- ESTABLISH VEGETATION FOR CONTROL OF SILTATION AND SOIL EROSION.
- 7. TEMPORARY SEED MIXTURE SHALL BE APPLIED AT 64 LBS/ACRE.
- 8. FILTER FABRIC OR AN INLET PROTECTION DEVICE SHALL BE INSTALLED UNDER THE GRATING OF EACH DRAINAGE STRUCTURES. FABRIC SHALL BE CUT LARGE ENOUGH SUCH THAT THE ENTIRE GRATE IS COVERED WITH 24" MIN. OVERHANG TO COLLECT
- 9. TOPSOIL STOCKPILES SHALL BE SEEDED WITHIN SEVEN (7) CALENDAR DAYS OF COMPLETION FOR EROSION CONTROL UNLESS THEY WILL BE DISTURBED WITHIN FOURTEEN (14) CALENDAR DAYS. ALL SOIL STORAGE PILES SHALL BE PROTECTED FROM EROSION WITH SILT FENCE ON THE DOWN SLOPE SIDE OF THE PILES.
- 10. DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS
- 11. WATER PUMPED DURING CONSTRUCTION OPERATION SHALL BE DIRECTED TO THE FLOC LOG TRACK.

- 12. DUST CONTROL SHALL BE PERFORMED ON A DAILY BASIS USING WATER DISPERSED FROM A TRUCK MOUNTED TANK WITH STANDARD DISCHARGE HEADER TO PROVIDE A UNIFORM RATE OF APPLICATION.
- 13. TEMPORARY GRAVEL CONSTRUCTION ENTRANCES SHALL BE MAINTAINED, ADJUSTED OR RELOCATED AS NECESSARY TO PREVENT SEDIMENT FROM BEING TRUCKED ONTO PUBLIC ROADWAYS. ANY SEDIMENT REACHING A PUBLIC ROAD SHALL BE REMOVED BY SHOVELING OR STREET CLEANING BEFORE THE END OF EACH WORKING DAY.
- 14. ANY LOOSE MATERIAL THAT IS DEPOSITED IN THE FLOW LINE OF ANY GUTTER OR DRAINAGE STRUCTURE DURING CONSTRUCTION OPERATIONS SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY.
- 15. OVERLAND FLOW SHALL BE DIRECTED TO THE DETENTION BASIN PRIOR TO LEAVING
- 16. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE CLIENT OR OTHER JURISDICTIONAL GOVERNMENTAL ENTITIES.
- 17. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN 30 DAYS OF FINAL STABILIZATION.

ROCK CHECK DAM - RIPRAP

PROFILE

CENTERLINE LOOKING DOWNSTREAM

Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE,

Table 1 or 2, Class I, II, or IV and shall be placed over the cleared area prior to

Coarse aggregate shall meet one of the following IDOT gradations, CA-1, CA-2, CA-3, or CA-4.

Riprap shall meet IDOT gradation RR-3 or RR-4 and meet Quality Designation A.

For added stability, the base of the dam may be keyed 6 inches into the soil.

ROCK CHECK DAM—COARSE AGGREGATE IL—605CA may be used for drainage areas

25 ROCKFILL using placement Method 1 and Class III compaction.

See plans for spacing of dams and H dimensions.

Maximum drainage area to each dam is 10 acres

___ Date ___

Coarse aggregate and riprap shall be placed according to construction specification

Coarse Aggregate —

— Top Of Bank

Filter Fabric

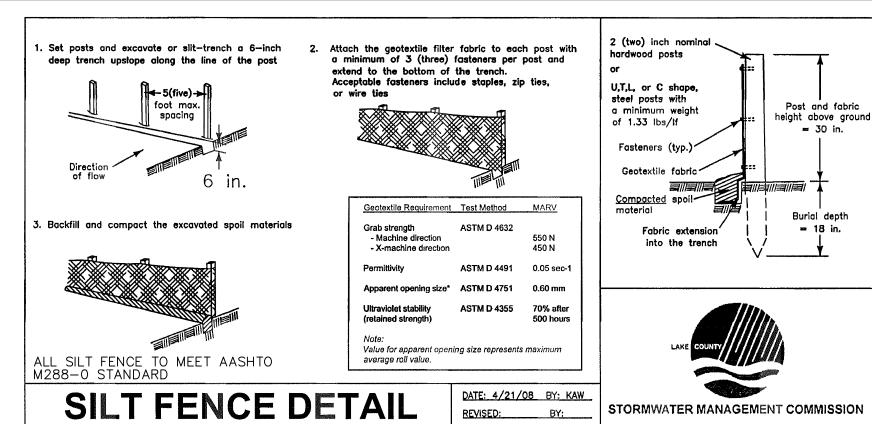
the placing of rock.

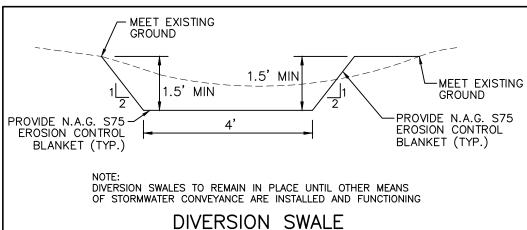
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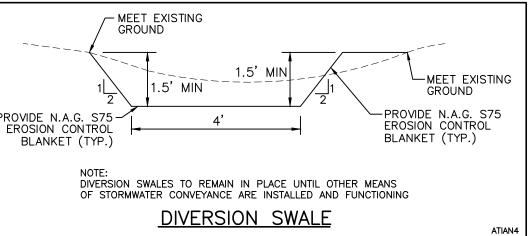
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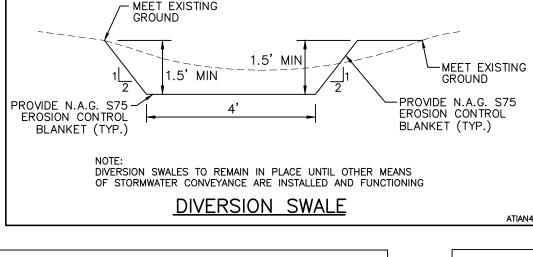
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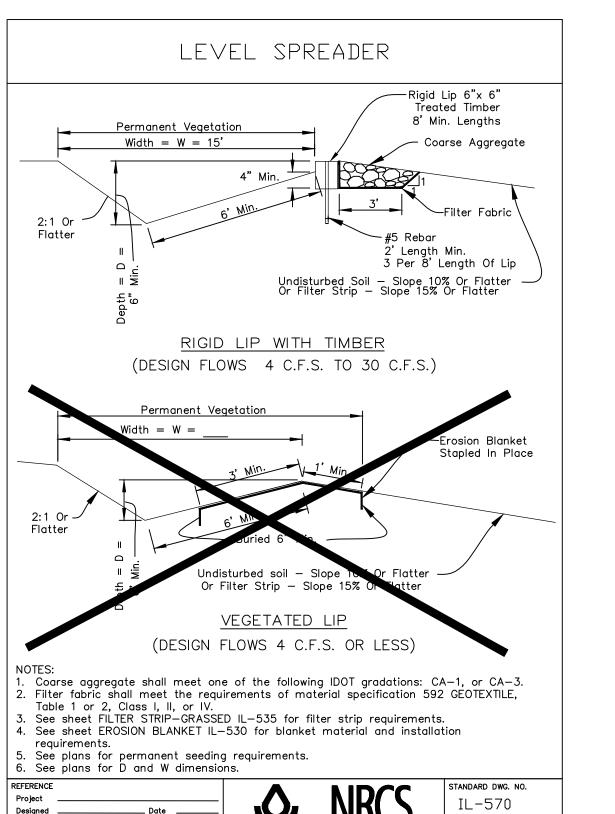
18. ALL EROSION AND SEDIMENTATION CONTROL SHALL BE IN ACCORDANCE WITH THE EROSION AND SEDIMENTATION CONTROL ORDINANCES AND THE ILLINOIS URBAN MANUAL.

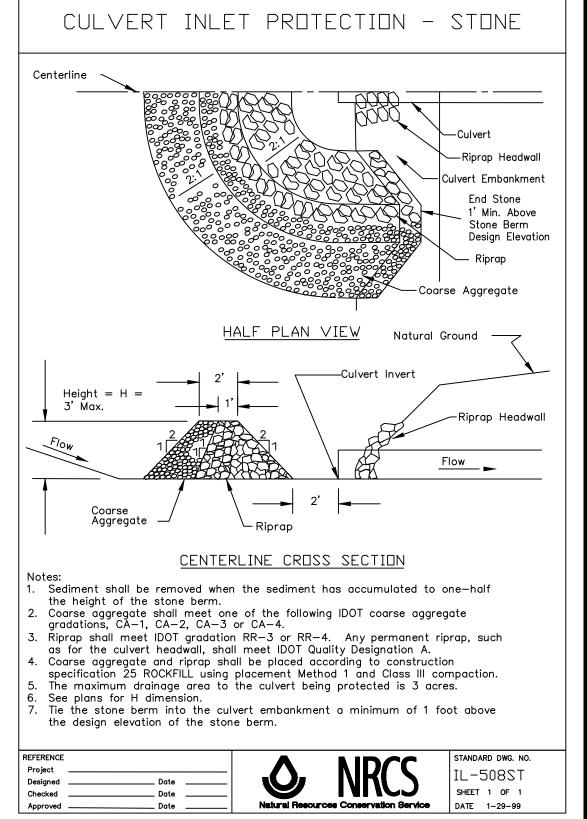


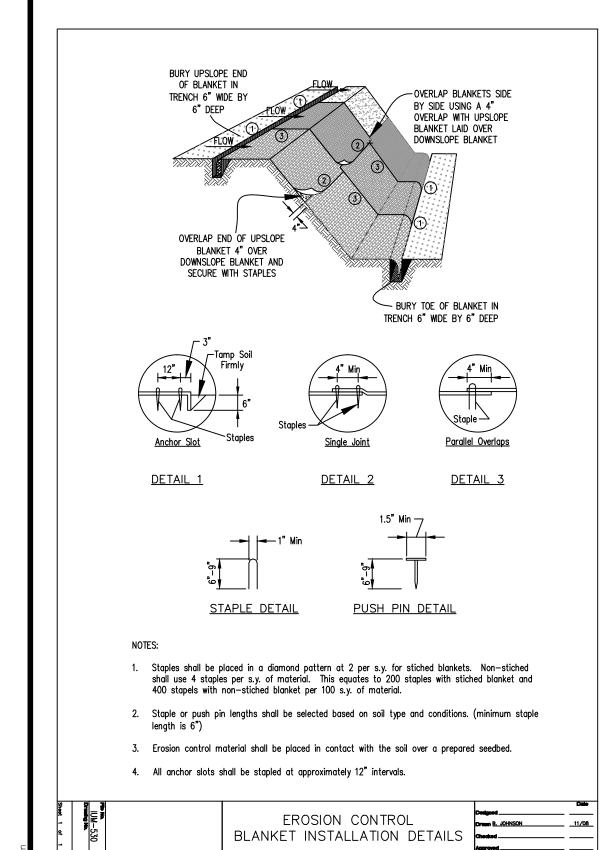












DIKE SECTION

SILT DIKE SHALL BE ENVIROBERM BY CASCADE DISTRIBUTION LTD.,

GEORIDGE BY NILEX CORPORATION, TRIANGULAR SILT DIKE BY

TRIANGULAR SILT DIKE COMPANY, INC. OR APPROVED EQUAL.

3. ADHESIVES: CONCRETE PAVEMENT USE LIQUID NAIL OR APPROVED

4. ADHESIVE SHALL BE PLACED WHERE THE UNITS OVERLAP AND A

2. SILT DIKE UNIT INSTALLED SHALL HAVE CONTINUOUS AND FIRM

EQUAL. ASPHALT PAVEMENT USE EMULSIFIED ASPHALT.

CONTACT WITH SURFACE.

20" STRIP ALONG BOTH EDGES.

CONSTRUCTION

AREA

BE FOLDED UNDER

EXISTING CONCRETE OR ASPHALT PAVEMENT

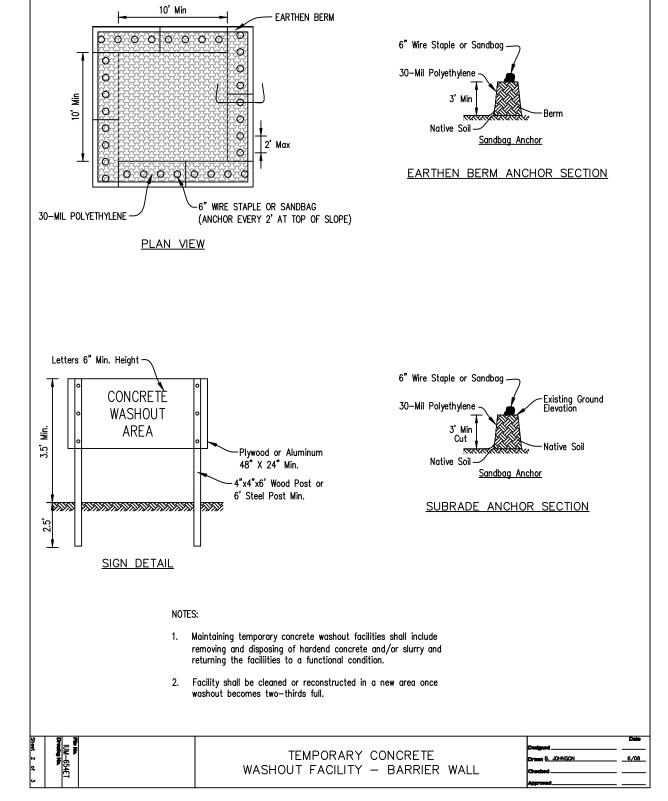
SILT DIKE

(ON EXISTING

PAVEMENT)

GLUED DOWN

THE DIKE SECTION AND



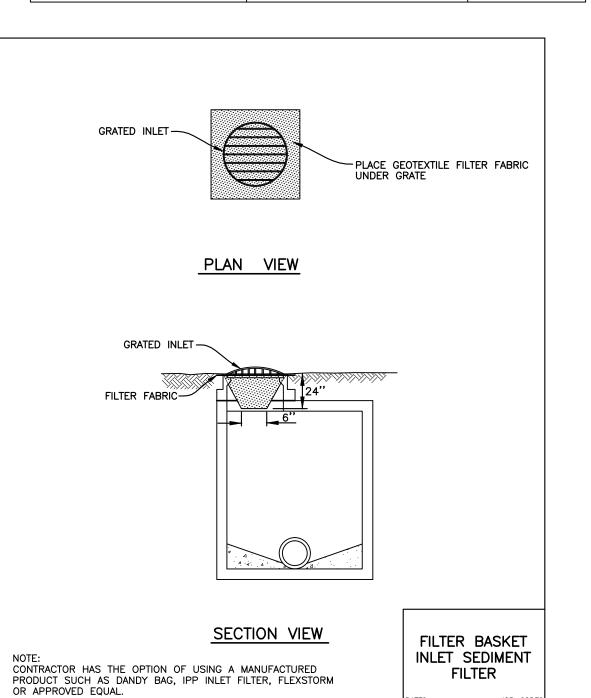
8" OF 2"-3" AGGREGATE—

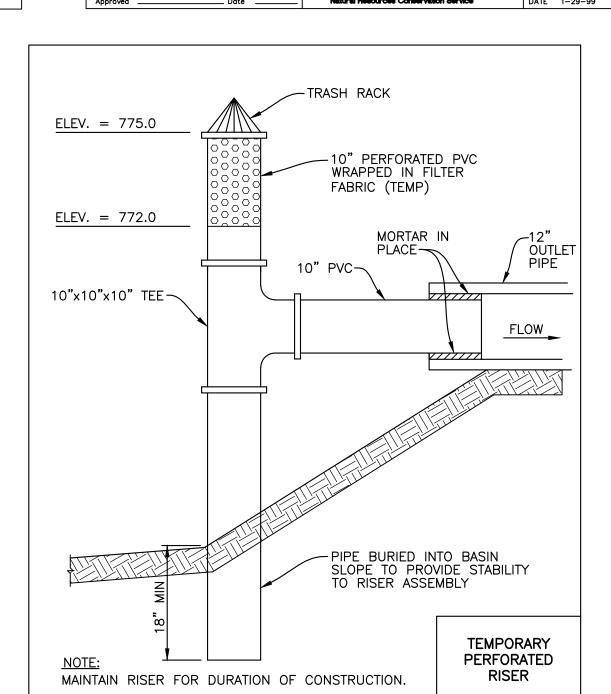
PERIODIC TOP DRESSING OF THE CONSTRUCTION

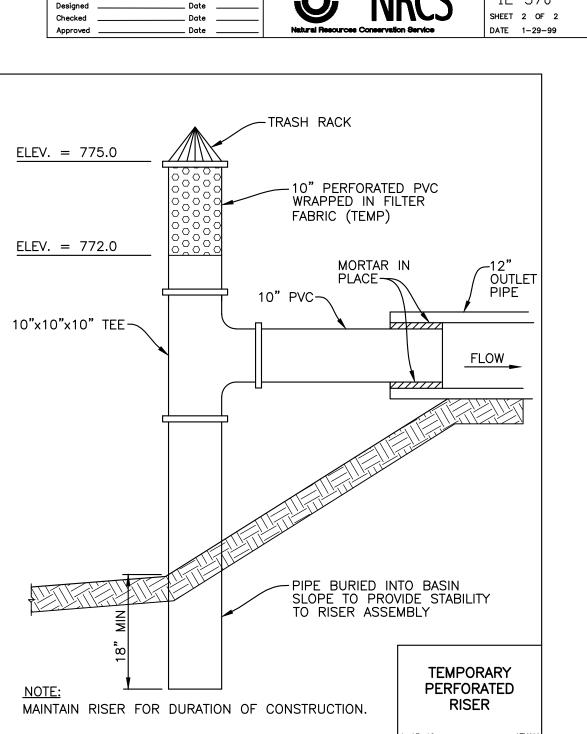
EXIT MAY BE REQUIRED TO PREVENT TRACK OUT.

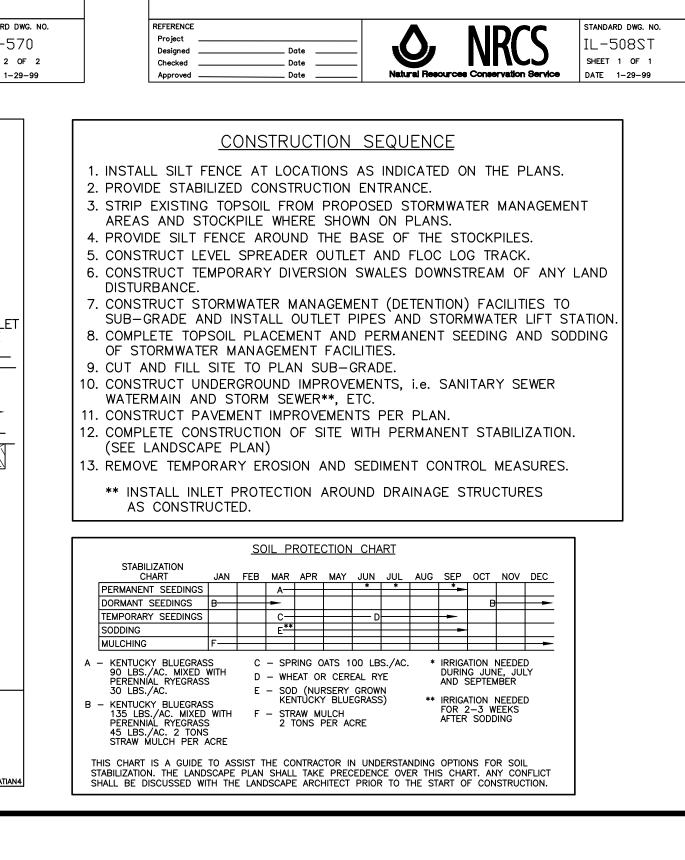
GEOTECH FABRIC-

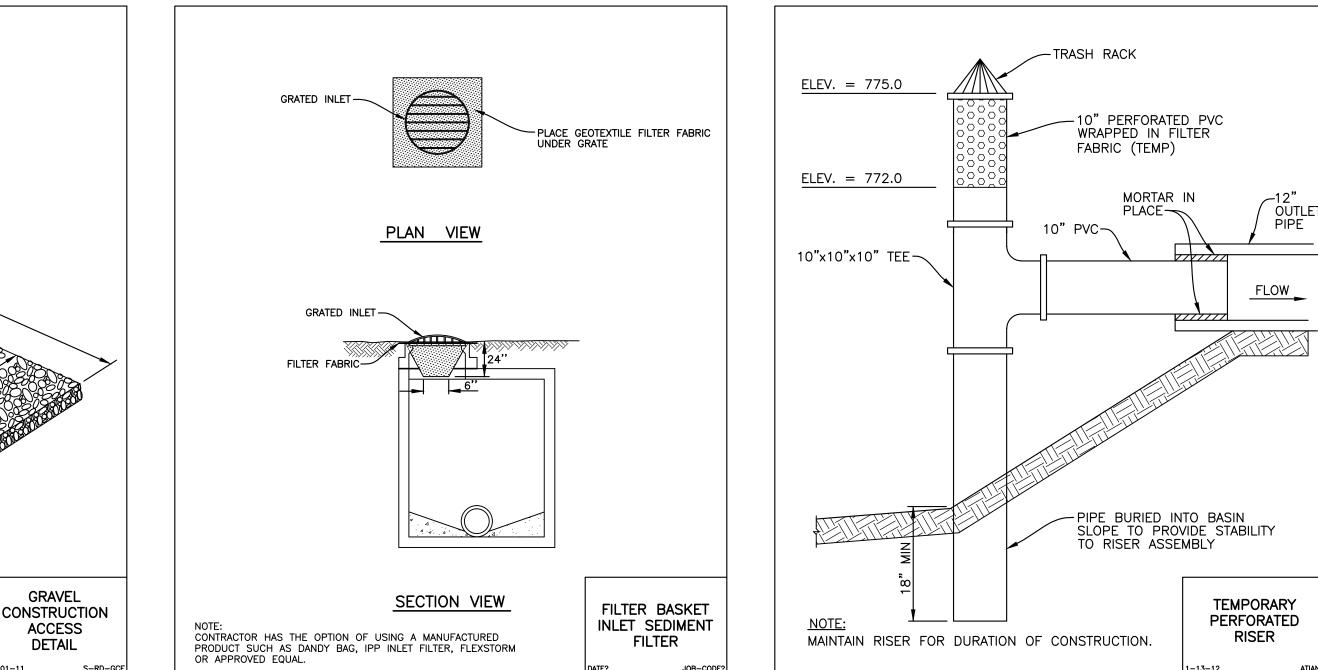
UNDER AGGREGATE



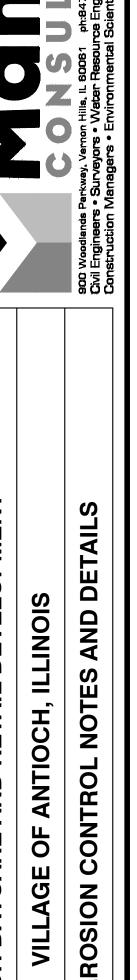








SHEET 1 OF 1



PROJ. MGR.: TTR

PROJ. ASSOC.: RJS

SCALE:

ATIAN4

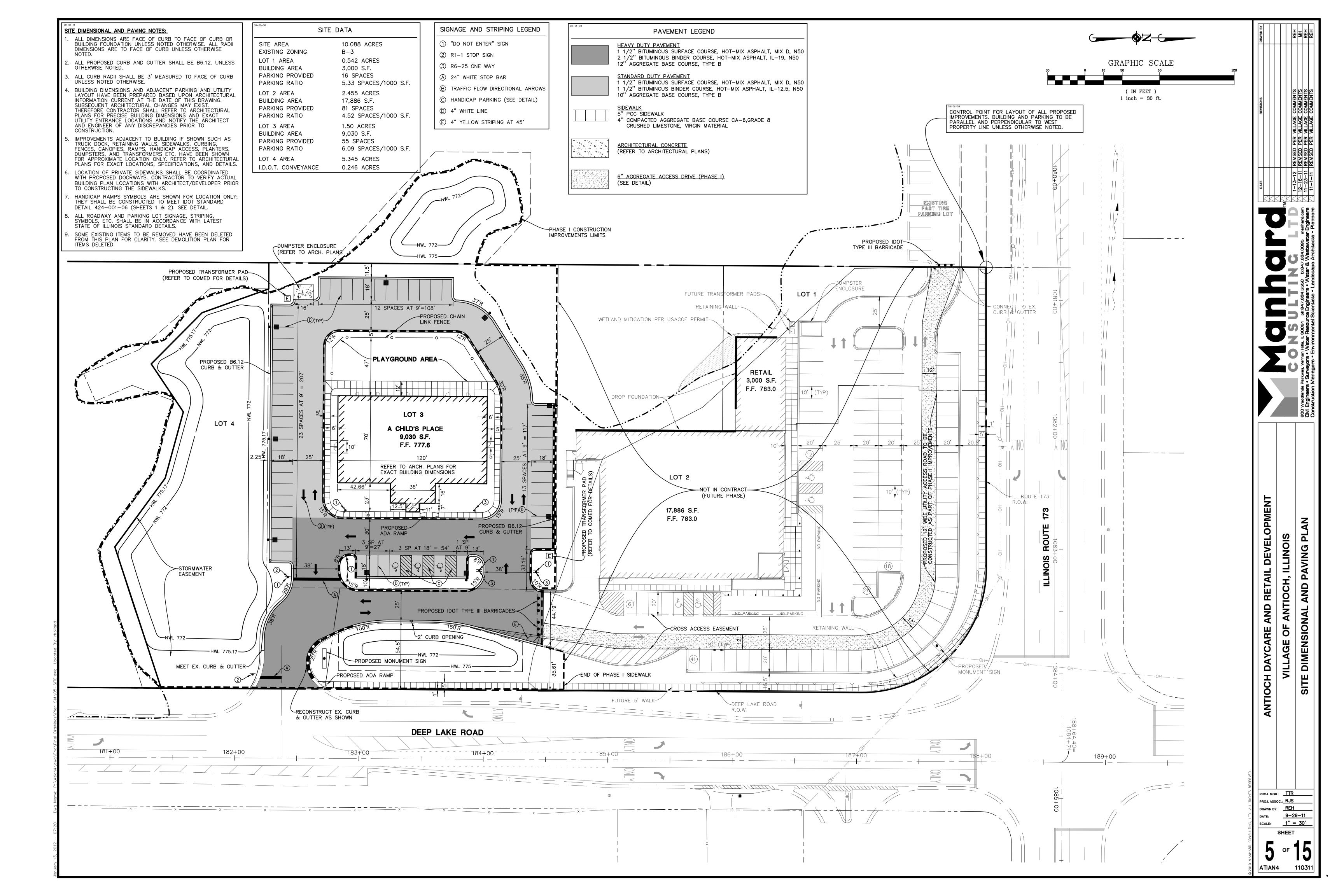
9-29-11

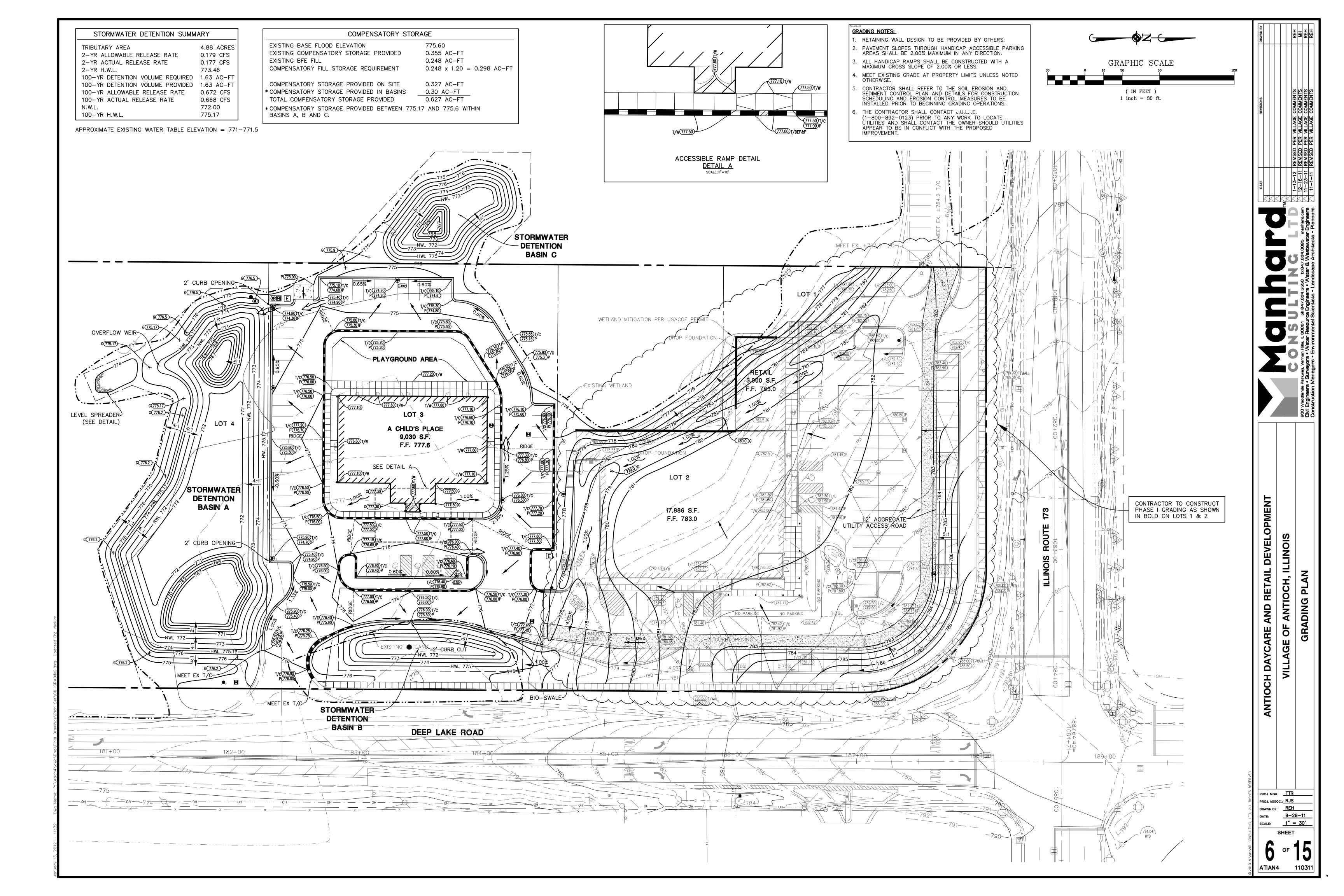
110311

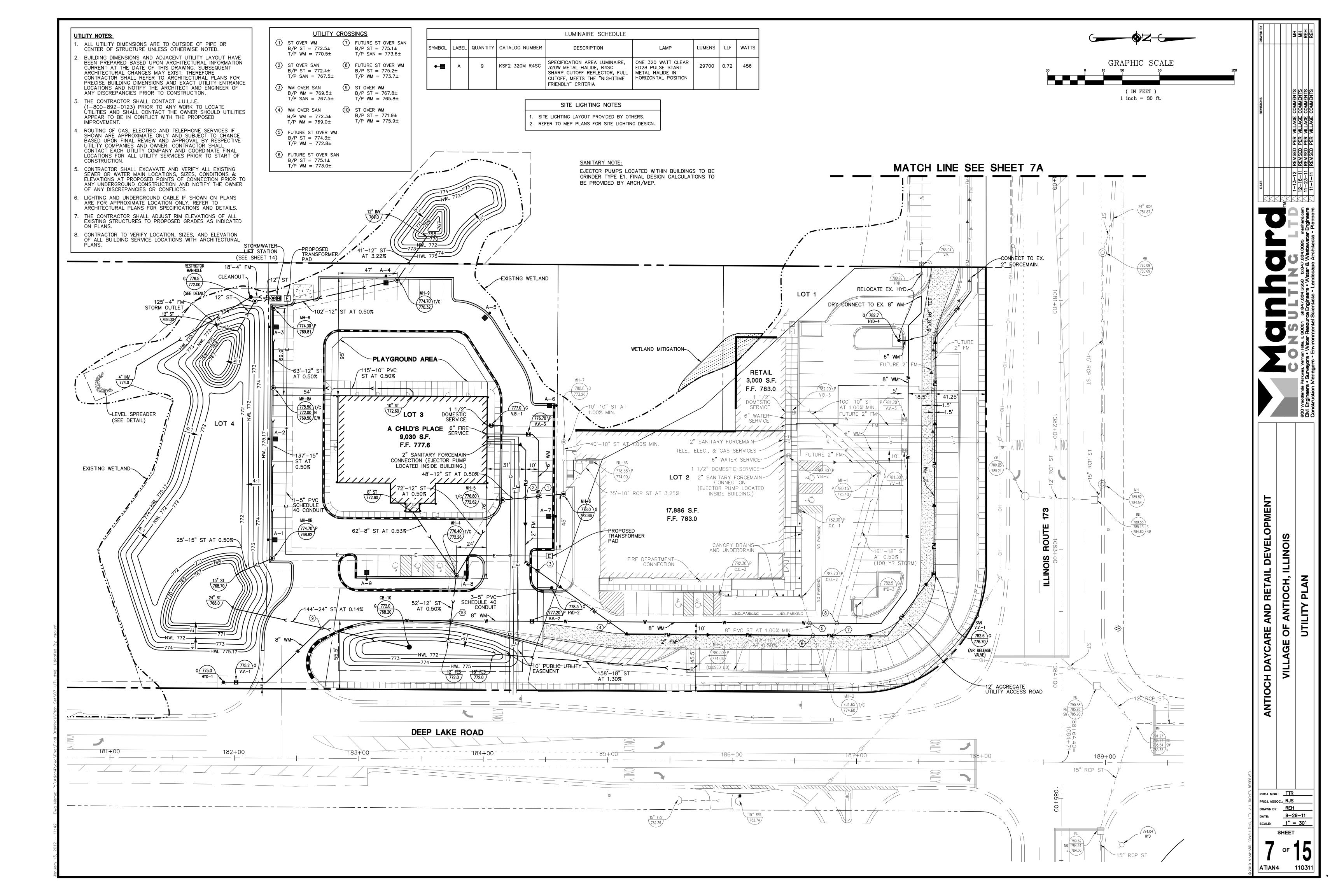
<u>N.T.S.</u>

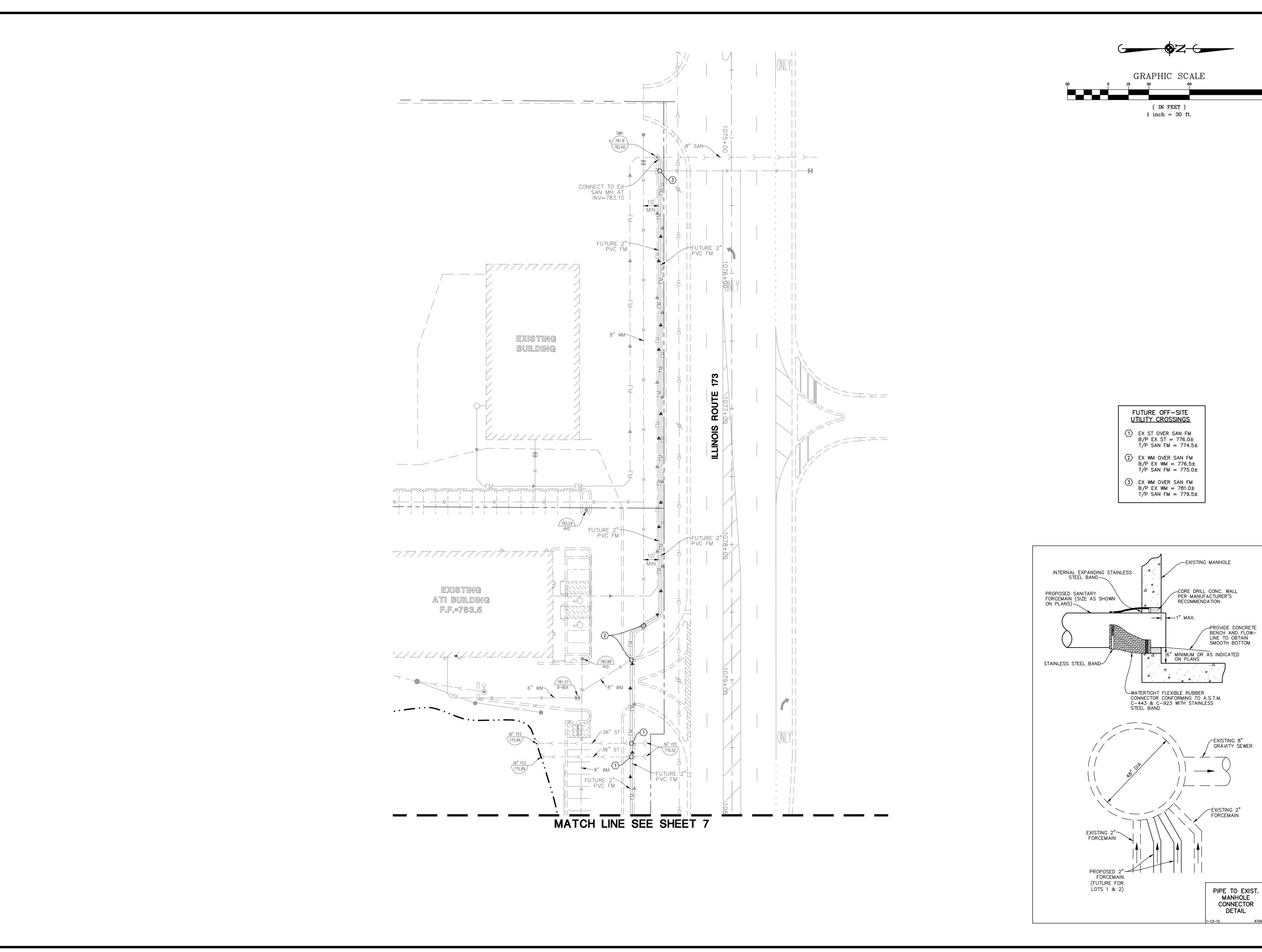
SHEET

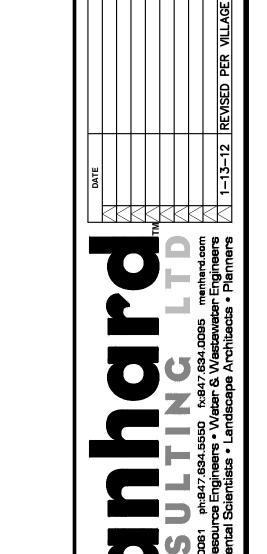
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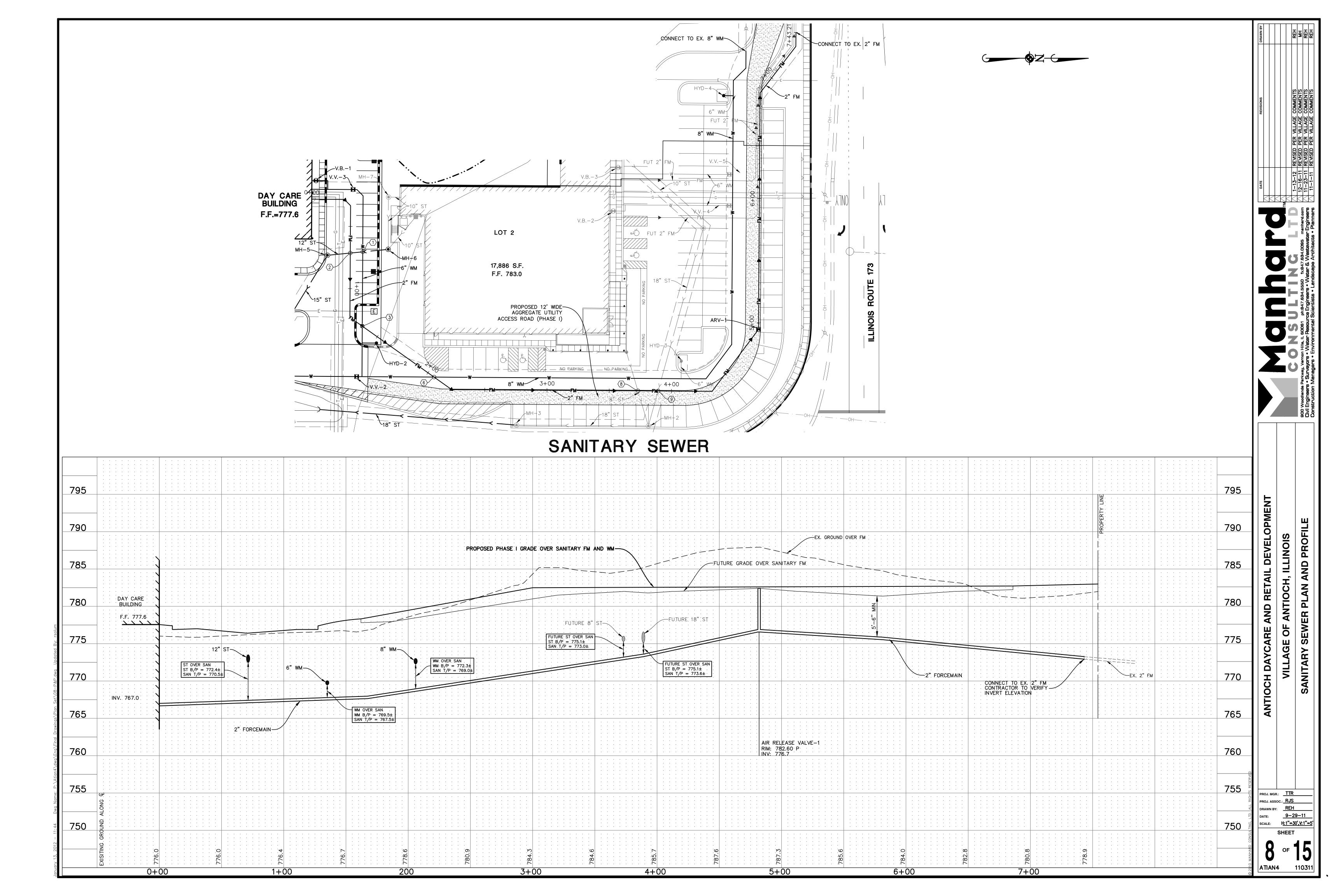


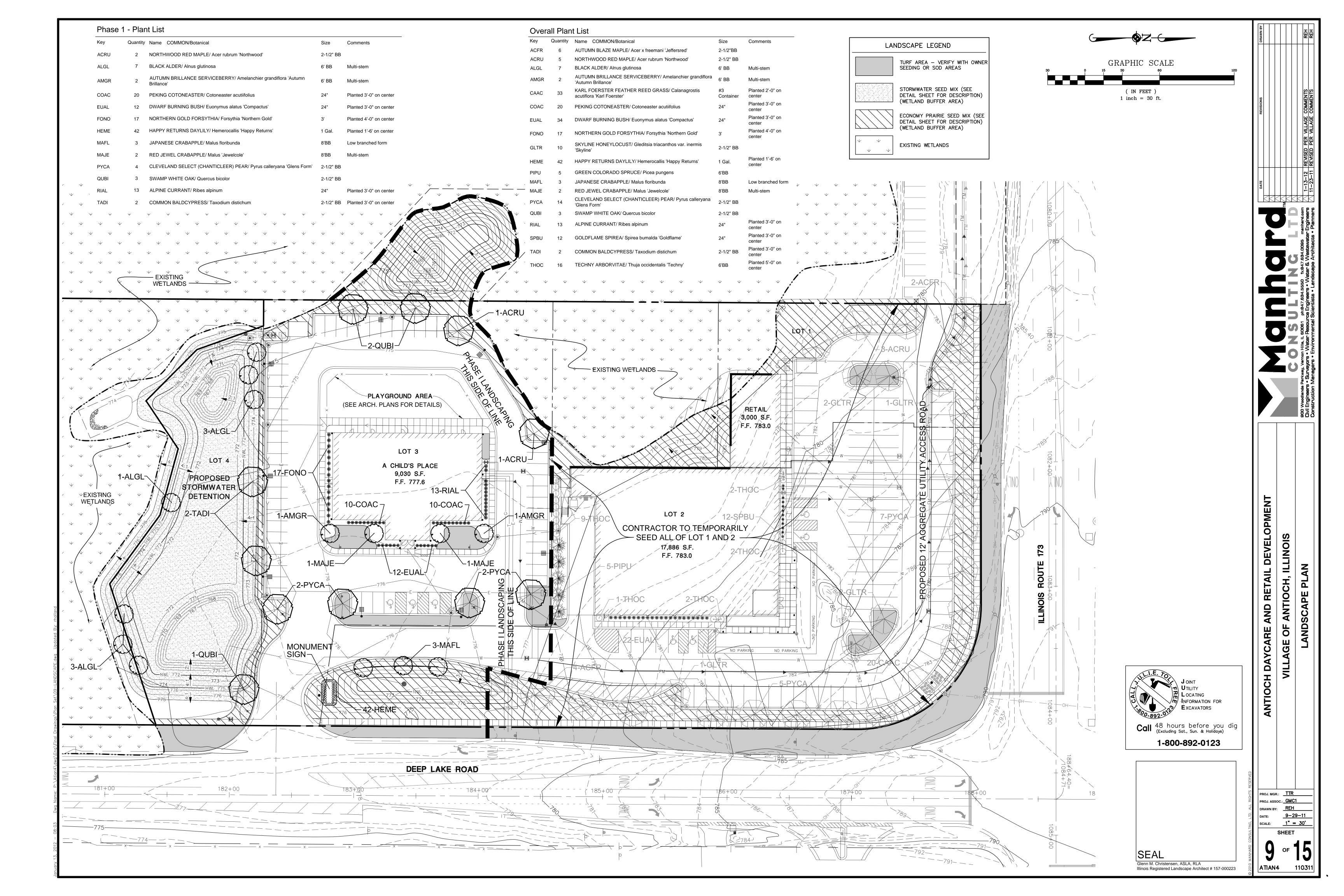
AND RETAIL DEVELOPMENT ANTIOCH, ILLINOIS OFFSITE (VILLAGE OF

ANTIOCH DAYCARE

PROJ. MGR.: TTR PROJ. ASSOC.: RJS DATE: 9-29-11
SCALE: 1"=30'

SHEET ATIAN4 110311





J.F. New Economy Prairie Seed Mix

PERMANENT GRASSES/SEDGES					
Big Bluestem	16.00				
Side-Oats Grama	18.00				
Prairie Sedge Mix	1.00				
Canada Wild Rye	16.00				
Switch Grass	2.50				
Little Bluestem	24.00				
Indian Grass	18.00				
	95.50				
	Big Bluestem Side-Oats Grama Prairie Sedge Mix Canada Wild Rye Switch Grass Little Bluestem				

Common Name

Oz./Acre

360.00

100.00

0.50

0.25

0.50

3.50

8.00 40.00

360.00

100.00

0.50

4.00

1.00

1.00

1.00

2.00 20.50

NOT TO SCALE

TEMPORARY COVER

Avena sativa

Lolium multifloum

Lupinus perennis

Monarda fistulosa

Ratibida pinnata

Rudbeckia hirta

Pycnanthemum virginianum

Botanical Name

		460.00
FORBS		
Asclepias syriaca	Common Milkweed	0.50
Asclepias tuberose	Butterfly Weed	1.00
Aster laevis	Smooth Blue Aster	0.25
Aster novae-angliae	New England Aster	0.75
Chamaecrista fasciculate	Partridge Pea	12.00
Coreopsis lanceolata	Sand Coreopsis	5.00
Echinacea purpurea	Broad-leaved Purple	
	Coneflower	7.50
Heliopsis helianthoides	False Sunflower	0.25

Wild Lupine

Wild Bergamot

Common Mountain Mint

Yellow Coneflower

Black-Eyed Susan

Common Oat

Annual Rye

Apply at 37.2 PLS (Pure Live Seed) pounds per acre.

J.F. New Stormwater Seed Mix

Botanical Name	Common Name	Oz./Acre	

PERMANENT GRASSES/SEDGES/RUSHES

Carex cristatella	Crested Oval Sedge	1.00
Carex Iurida	Bottlebrush Sedge	2.00
Carex vulpinoidea	Brown Fox Sedge	6.00
Elymus virginicus	Virginia Wild Rye	12.00
Glyceria striata	Fowl Manna Grass	1.25
Juncus effuses	Common Rush	1.00
Juncus torreyi	Torrey's Rush	0.25
Leersia oryzoides	Rice Cit Grass	1.00
Panicum virgatum	Switch Grass	8.00
Scirpus atrovirens	Dark Green Rush	1.00
Scirpus cyperinus	Wool Grass	0.50
Scirpus fluviatilis	River Bulrush	0.25
Scirpus validus	Great Bulrush	6.00
		40.25

TEMPORARY COVER Avena sativa

Lolium multiflorum

Penthorum sedoides

Sagittaria latifolia

Senna hebecarpa

Polygonum penylvanicum

Rudbeckia subtomentosa

Thalictrum dasycarpum

	·	460.00
FORBS		
Alisma spp.	Water Plaintain Mix	4.25
Asclepias incarnate	Swamp Milkweed	1.50
Bidens spp.	Bidens Mix	2.00
Helenium autumnale	Sneezeweed	2.00
Lycopus americanus	Common Water Horehound	0.25
Mimulus ringens	Monkey Flower	1.00

Common Oat

Ditch Stonecrop

Sweet Black-Eyed Susan

Common Arrowhead

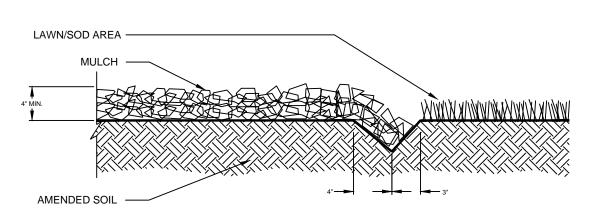
Purple Meadow Rue

Pinkweed

Wild Senna

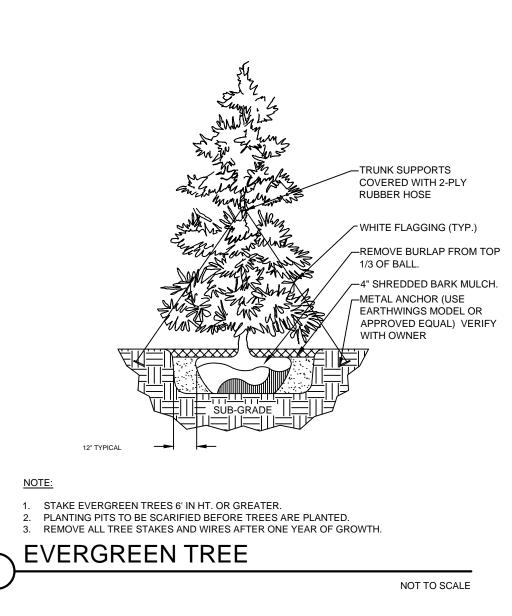
Annual Rye

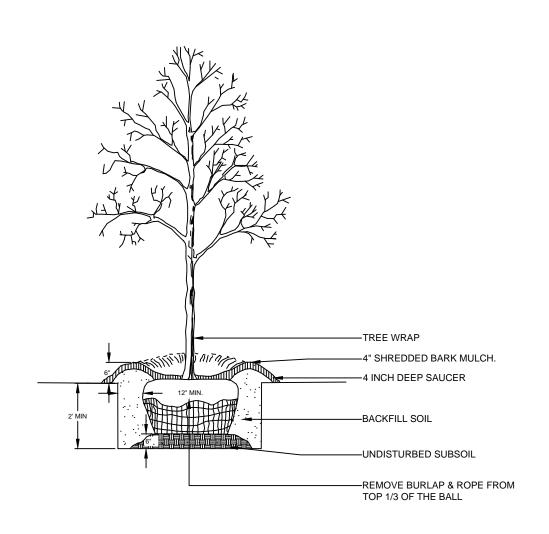
Apply at 32.5 pounds per acre

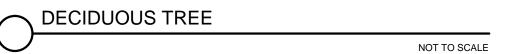


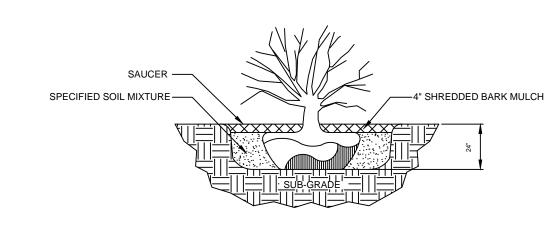
CONTINOUS MULCH

PLANTING DETAILS







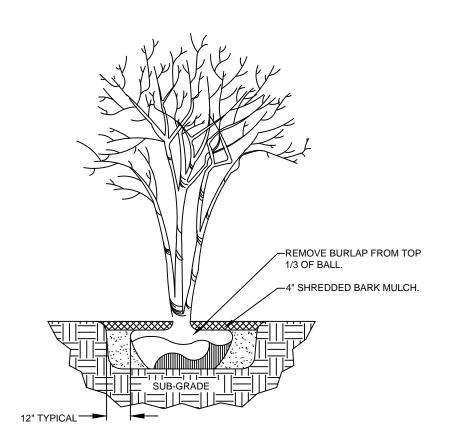


NOTE:

SHRUB SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE

¬ SHRUB PLANTING

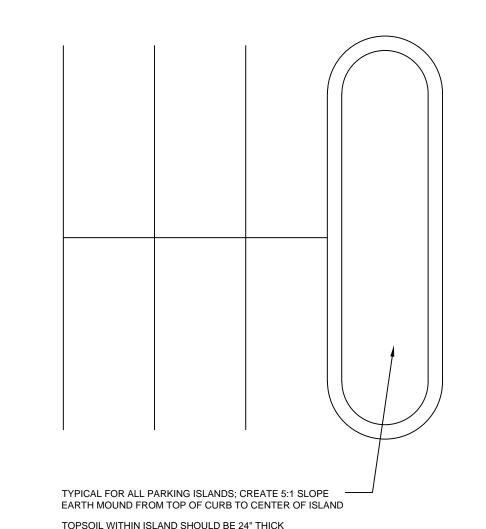
NOT TO SCALE



 PLANTING PITS TO BE SCAREIFIED BEFORE TREES ARE PLANTED.
 PRUNING OF ORNAMENTAL TREES MUST BE DONE AFTER PLANTING AND AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

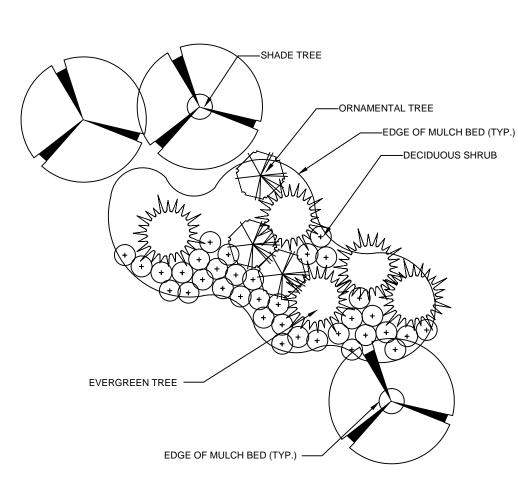
¬ ORNAMENTAL TREE

NOT TO SCALE



> PARKING LOT ISLAND

NOT TO SCALE



NOTE:

1. ALL MULCH BEDS FOR MASS PLANTING AREAS SHALL BE INSTALLED IN A UNIFORM CURVILINEAR FASHION AS INDICATED. MULCH SHALL EXTEND A MINIMUM OF 12" BEYOND THE OUTSIDE EDGE OF THE ROOT BALL AND INSTALLED ACCORDING TO

MULCH EDGE DETAIL

NOT TO SCALE

SPECIFICATIONS

- Field Verification The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his representative.
- 2. Protection of Existing Site and Existing Site Features The Contractor shall provide at his/her own expense, protection against trespassing and damage to seeded areas, planted areas and other construction areas until the preliminary acceptance. The Contractor shall provide barricades, temporary fencing, signs, written warning or policing as may be required to protect such areas. The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued. It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities when performing the work. The Contractor shall be responsible for the protection of crowns, trunks and roots of existing trees, shrubs, lawns, paved areas and other landscaped areas that are to remain. Existing trees which may be subject to construction damage shall be boxed, fenced or otherwise protected before any work is started. Boxing or other protection will be removed at the end of construction. Do not locate heavy equipment or stockpiles within the drip-line of existing plants or on lawns. Any damage to utilities, structures, plantings or lawn which results from the Contractor's work shall be repaired in kind at the Contractor's expense immediately with as little inconvenience to the Owner as possible. All areas shown on the plan as sod, the General Contractor will provide the Landscape Contractor with an excavated area 2" below the curb elevation and proposed grade. It is the Landscape Contractor's responsibility to verify with the General Contractor that the subgrade preparation has been completed. The Landscape Contractor shall coordinate his/her work with all other trades on site. Any planting areas disturbed as a result of general construction activity shall be immediately repaired/replaced by the Landscape Contractor at no additional expense to the Owner.
- 3. Planting Techniques All planting techniques and methods shall be consistent with the latest edition of "Horticulture Standards of Nurserymen, Inc.", and as detailed on these drawings. All deciduous plant material shall be thin pruned to remove 1/3 interior branches, dead branches and broken branches. Pruning shall compliment plants natural form. Absolutely NO tip pruning is allowed, except hedges. Any plant that is tip pruned is subject to rejection by the Landscape Architect. Evergreen trees and shrubs shall be pruned of dead and broken branches and as directed by the Landscape Architect. All pruning work shall be done with hand pruners only. Stake/guy all trees as necessary immediately after installation and prior to acceptance. When high winds or other conditions occur, the Landscape Contractor shall take whatever precautions he/she deems necessary to protect the survival and appearance of the plants. These steps shall be taken at no additional expense to the Owner.
- 4. Inspection of Plant Material All plant materials shall be subject to inspection and approval. The Landscape Architect/Owners Representative reserves the right to reject any plants which fail to meet this inspection. All rejected material shall be removed from the site by the Contractor. Height of evergreen trees are measured from the top of ball to the first lateral branch closest to the top. Height and/or width of other plants so specified are measured by the mass of the plant not the very tip of the branches.
- 5. Plant Substitution Substitution from the specified list will be accepted only when evidence in writing is submitted to the Landscape Architect, showing that the plant specified is not available. Requests for approval of substitute plant material shall include common and botanical names and size of substitute material. Only those substitutions of at least equivalent size and having essential characteristics similar to the originally specified material will be approved. Acceptance or rejection of substitute plant materials will be issued in writing by the Landscape Architect.
- 6. Planting Soil Planting soil shall be replaced in all disturbed areas at a minimum depth of six inches. The planting soil shall be amended by the contractor at the time of placement. The amended topsoil shall consist of three parts topsoil, one part compost, one part sand and five pounds of bone meal per cubic yard.

- 7. Mulch All disturbed areas including shrub beds and individual trees shall be mulched with a minimum of 4" finely shredded bark mulch to be approved by the Landscape Achitect/Owners Representative. Perennial, ground cover and annual flower beds shall be mulched with 2" of finely ground compost.
- 8. Pre-emergent Herbicide All shrub beds, individual tree rings and ground cover beds shall be treated with a pre-emergent herbicide prior to the mulch being installed. These areas shall be weed free prior to herbicide application.
- 9. Sodding Sod shall be Kentucky Bluegrass and is required in all areas as noted on the landscape plan. Sod should be grown from at least four varieties of quality seed. Sodded slopes 3:1 or greater shall be staked to prevent erosion and washout. Sod is to be laid within 8 hours of the delivery time to the site. Watering shall continue until all sod areas are thoroughly knit to the ground.
- 10. Seeding All lawn areas on landscape plan specified to be seeded shall be treated as specified below:
- A. Topsoil Shall be spread over all areas to be seeded to a minimum depth of 6" when compacted.

B. Seed Mixture and Application Rate	
Kentucky Bluegrass (4 varieties)	60
Perennial Ryegrass	209
Redtop or Creeping Red Fescue	20

Apply at the rate of 5.5 lbs. per 1,000 sq. ft.

- C. Fertilization The contractor shall acquire site specific soil analysis from a reputable firm, amend soil, and fertilize all area per the findings of the analysis. The contractor shall supply the Landscape Architect with all findings, analysis, and recommendations. Apply fertilizers and conditioners at the rate specified per soil test findings. At least 40% of the fertilizer nitrogen shall be of an organic origin.
- D. Watering Seeded areas shall be watered to insure proper germination. Once seeds have germinated, watering may be decreased but the seedlings must never be allowed to dry out completely. Frequent watering should be continued for approximately four (4) weeks after germination or until grass has become sufficiently established to warrant watering on an "as needed" basis. All plant material watering will be the responsibility of the contractor until acceptance by the owner and the Landscape Architect/Owners Representative.
- E. Establishment Turf may be established on a variety of slope conditions. It shall be the contractor's responsibility to determine and implement whatever procedures he/she deems necessary to establish the turf as part of his/her work. Seeded areas will be accepted when all areas show a uniform stand of the specified grass in healthy condition and at least 60 days have elapsed since the completion of this work. A uniform stand is defined as areas where the grass is growing thickly without bare spots larger than 12" x 12". The Contractor shall submit with his bid a description of the methods and procedures he/she intends to use.
- 11. Preliminary Acceptance All plantings shall be maintained by the Contractor for a period of 60 days after preliminary acceptance by the Owner. Maintenance shall include, but is not limited to, mowing and edging turf, pulling weeds, watering turf and plant material, and annual flower maintenance.
- 12. Final Acceptance Final acceptance will be granted by the Landscape Architect/Owners Representative upon receipt of written request by the contractor, combined with an acceptable final review of the installation by the Landscape Architect/Owners Representative. All plant material (excluding annual flowers), shall be guaranteed for two years after the end of the 60 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner, and the Landscape Architect/Owners Representative. All plants that are not vigorous, healthy and in good condition shall be replaced by the Landscape Contractor at no additional expense to the Owner. These replacement plants shall meet all specified qualities of the original plant materials and carry the same guarantee from the time of replacement.
- 13. Site Cleanup The Contractor shall protect the property of the Owner and the work of other Contractors. The Contractor shall also be directly responsible for all damage caused by his/her activities at no additional expense to the owner and for the daily removal of all trash and debris from the work area to the satisfaction of the Landscape Architect/Owners Representative.



CARE AND RETAIL DEVELOP
GE OF ANTIOCH, ILLINOIS
CAPE NOTES AND DETAILS

ANTIOCH DAYCA

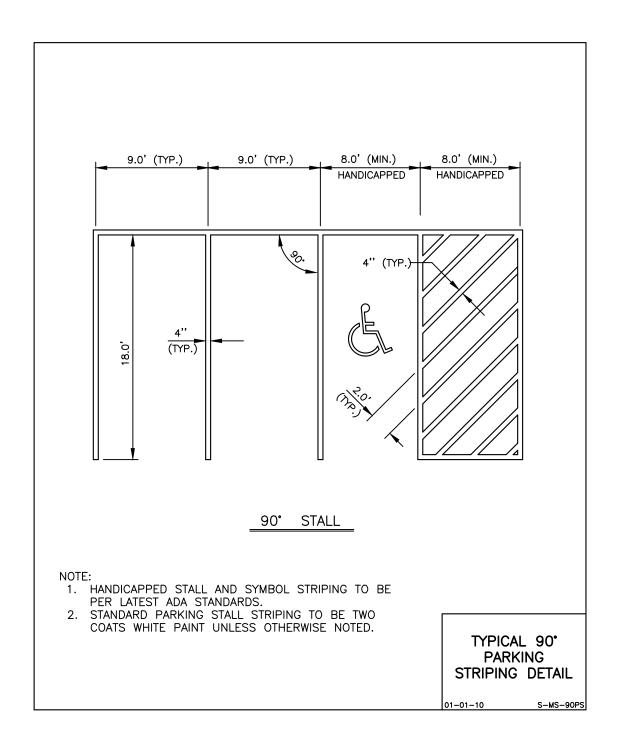
PROJ. MGR.: __TTR
PROJ. ASSOC.: _RJS
DRAWN BY: __MH
DATE: ___9-29-11

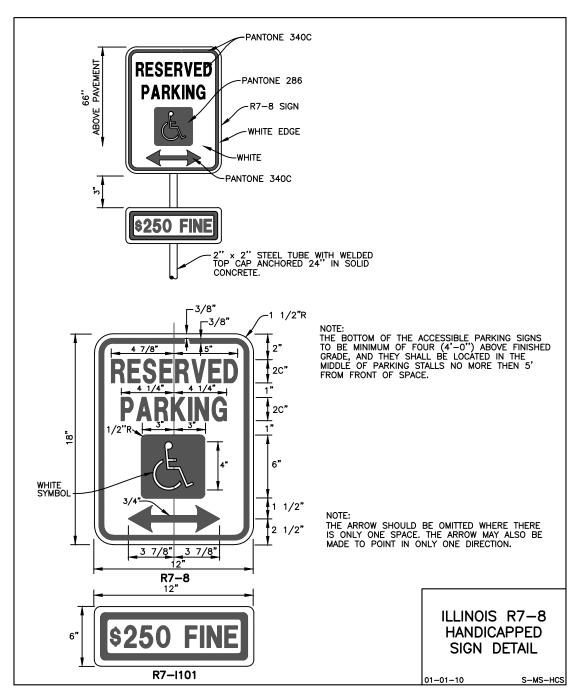
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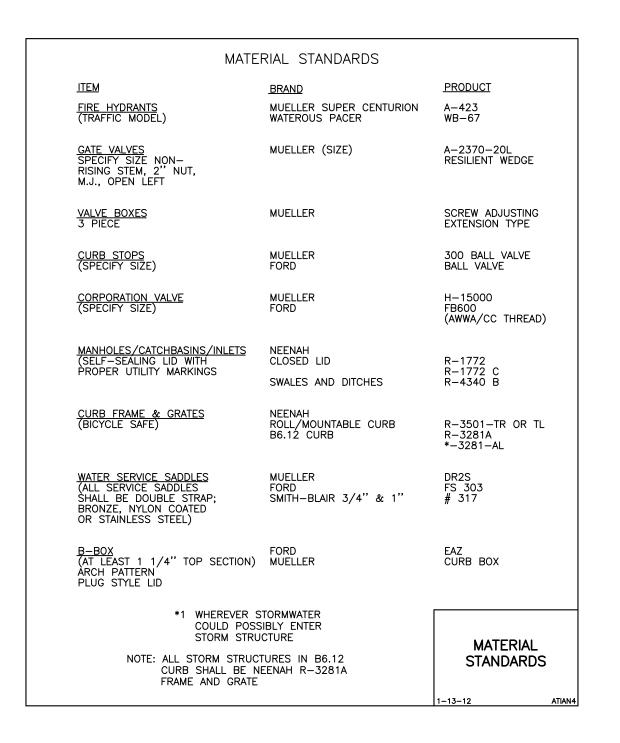
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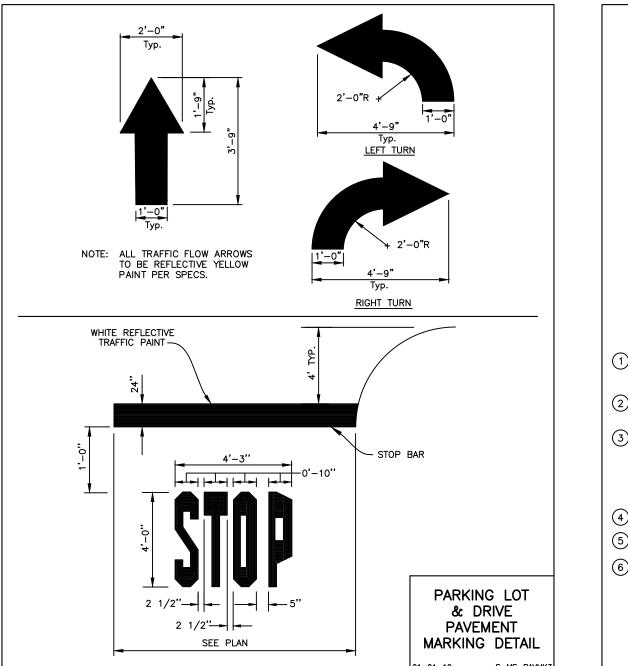
10 of 15

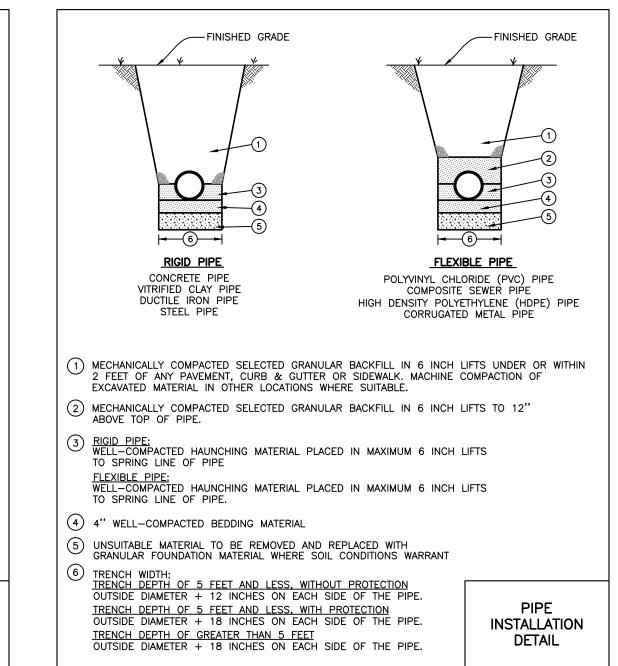
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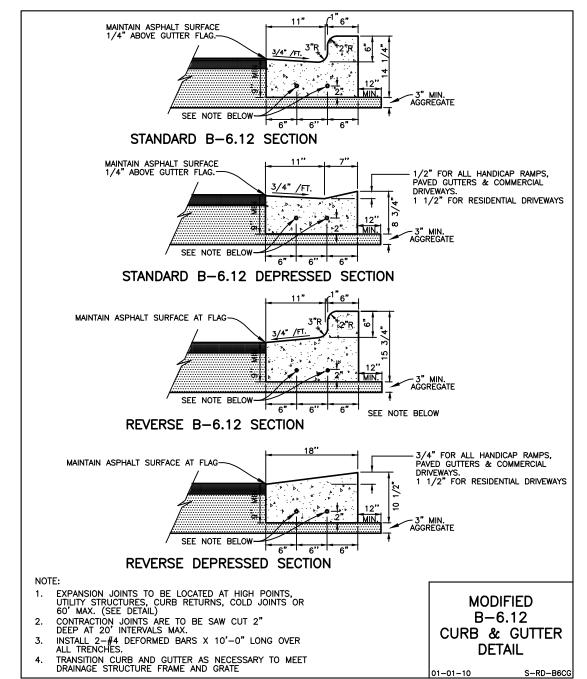


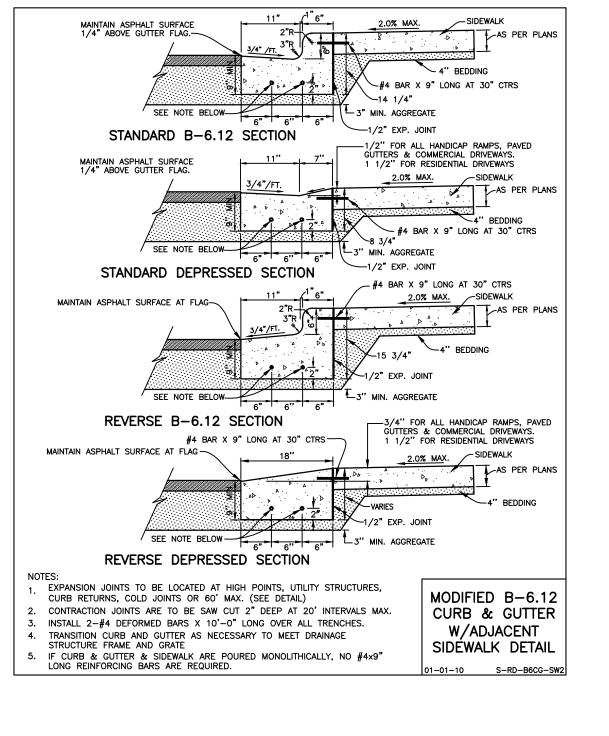


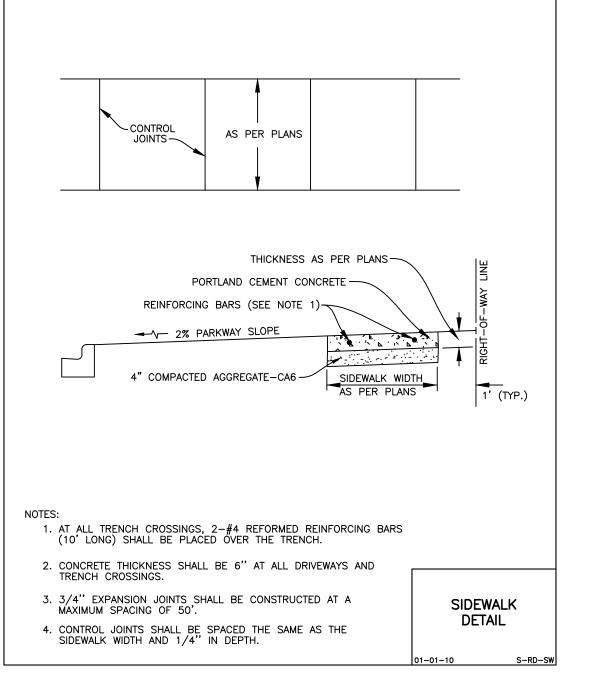


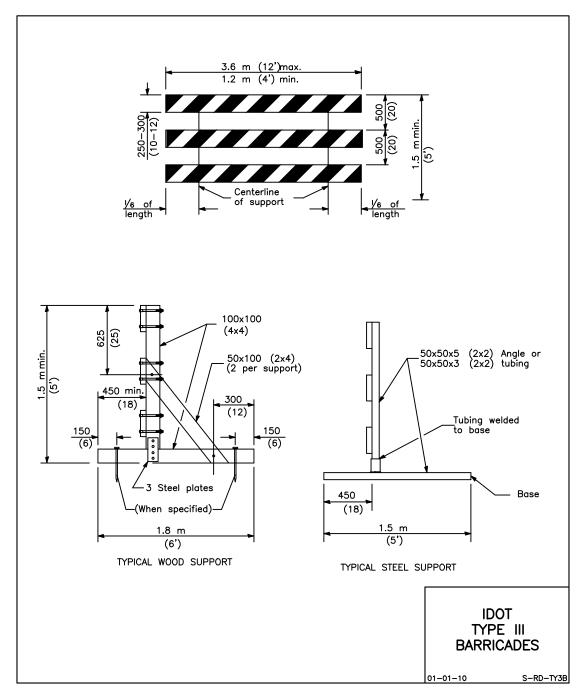


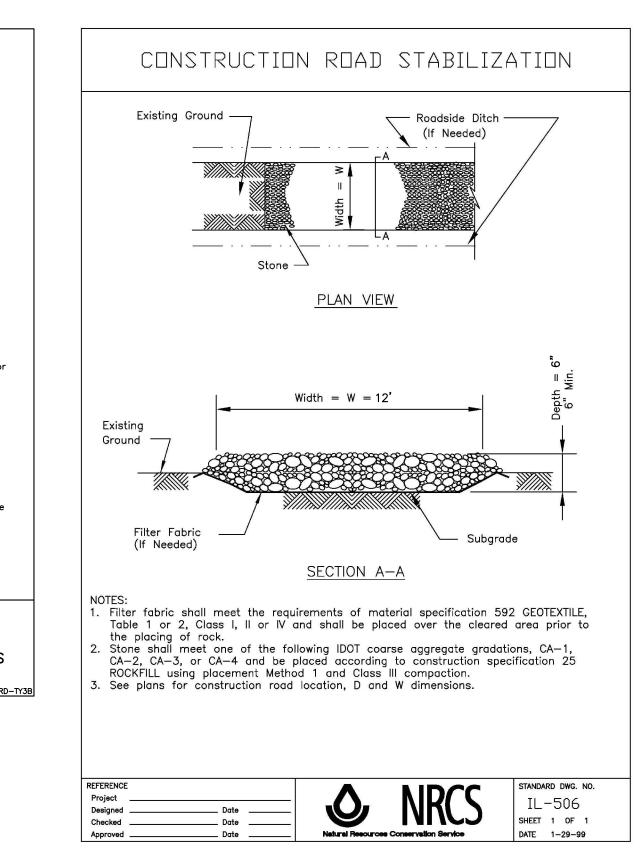










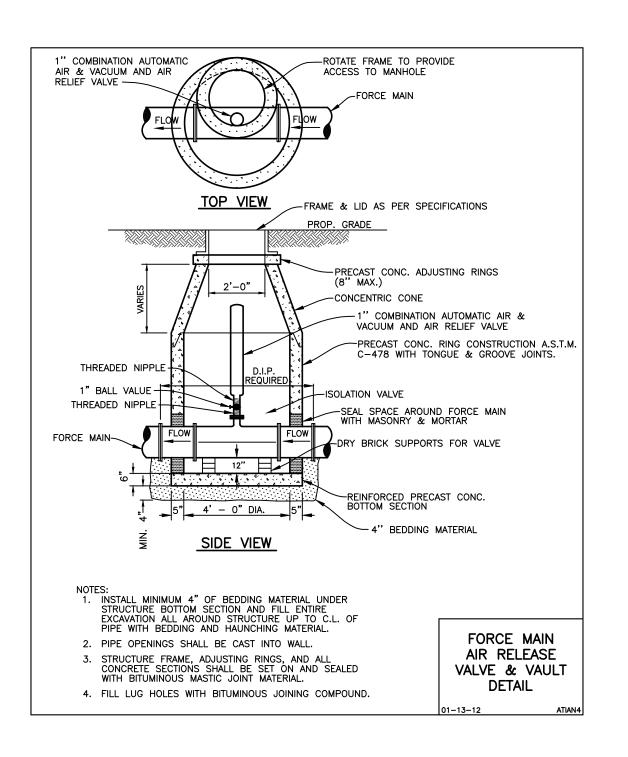


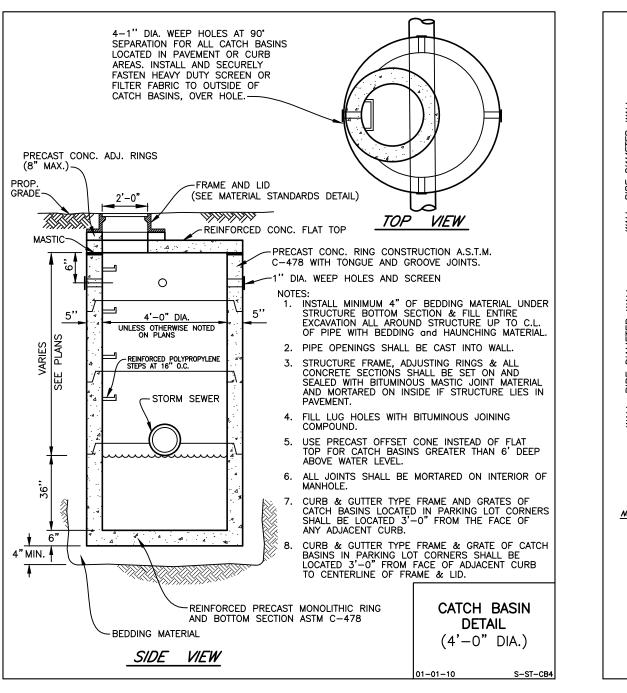


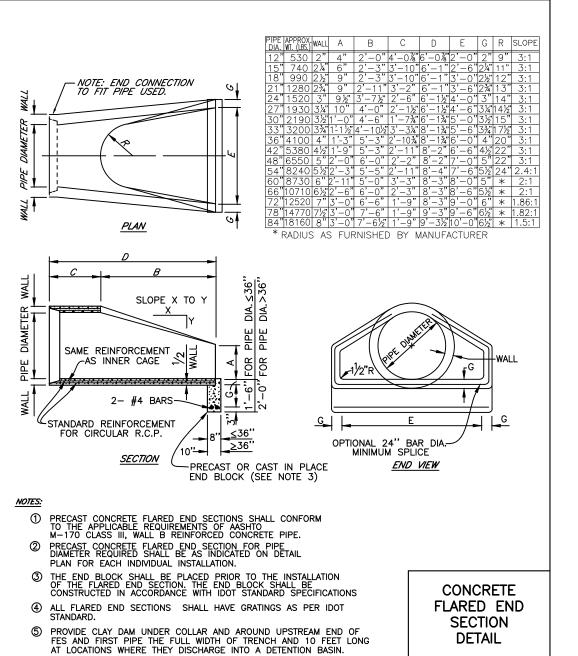
S-MS-PID

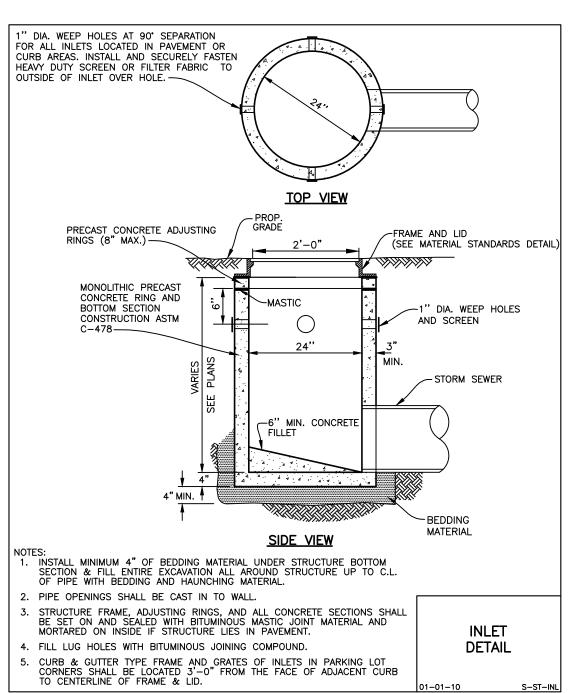
PROJ. MGR.: TTR PROJ. ASSOC.: RJS DRAWN BY: MH 9-29-11 <u>N.T.S.</u> SCALE:

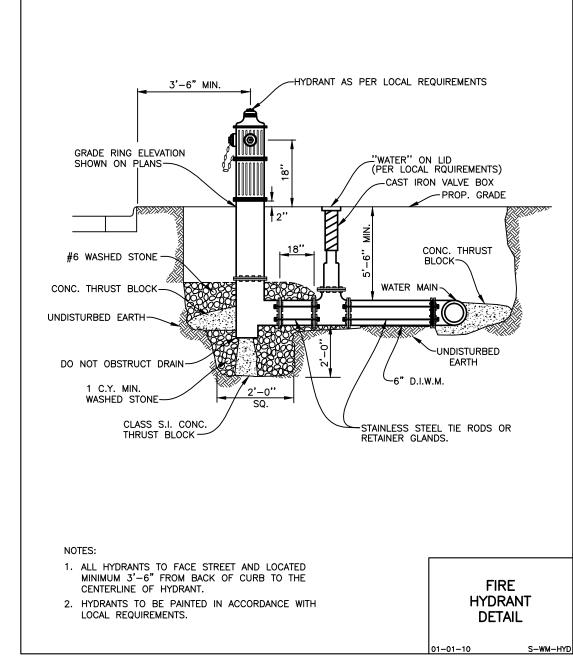
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STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, LATEST EDITION.

41-2.01 PROTECTION OF WATER MAIN AND WATER SERVICE LINES 41-2.01A GENERAL

Water mains and water service lines shall be protected from sanitary sewers, storm sewers, combined sewers, house sewer service connections and drains as follows:

41-2.01B HORIZONTAL SEPARATION - WATER MAINS AND SEWERS

- (1.) Water mains shall be located at least ten (10) feet (3.1 m) horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer or sewer service connection.
- (2.) Water mains may be located closer than ten (10) feet (3.1 m) to a
 - (a) local conditions prevent a lateral separation of ten (10) feet (3.1 m);
 - (b) the water main invert is at least eighteen (18) inches (460 mm) above the crown of the sewer; and
 - (c) the water main is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
- (3.) When it is impossible to meet (1) or (2) above, both the water main and drain or sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards of construction. The drain or sewer shall be pressure tested to the maximum expected surcharge head before backfilling. See Standard Drawing No. 18.

WATER AND SEWER SEPARATION REQUIREMENTS (HORIZONTAL SEPARATION)

STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, LATEST EDITION.

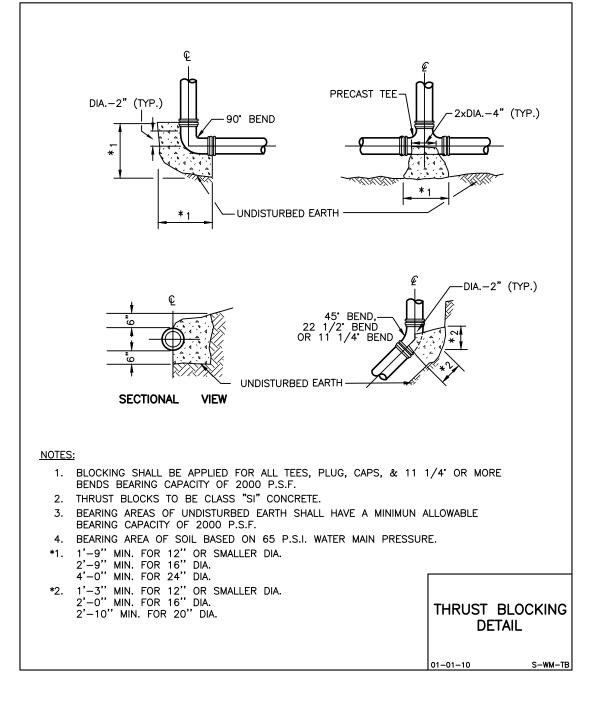
41-2.01C VERTICAL SEPARATION - WATER MAINS AND SEWERS

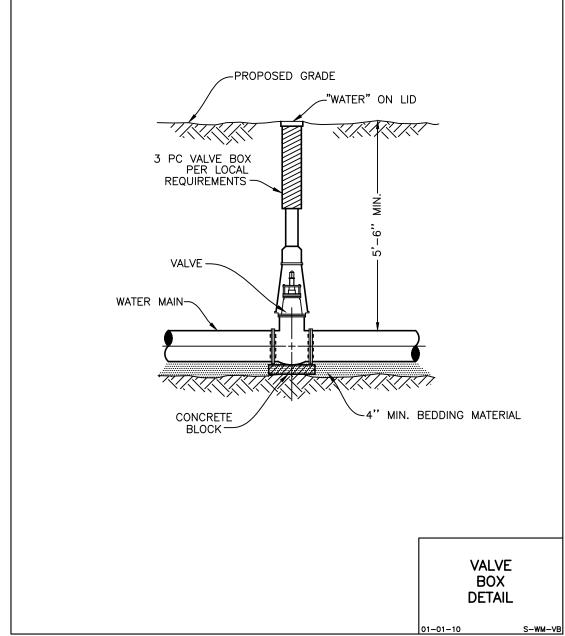
- (1.) A water main shall be separated from a sewer so that its invert is a minimum of eighteen (18) inches (460mm) above the crown of the drain or sewer whenever water mains cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main located within ten (10) feet (3.1m) horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.
- (2.) Both the water main and sewer shall be constructed of slip—on or mechanical joint cast or ductile iron pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards of construction when:
 - (a) it is impossible to obtain the proper vertical separation as described in (1) above; or
- (b) the water main passes under a sewer or drain.
- (1) CASING OF EITHER THE WATER MAIN OR SEWER PIPE IS ACCEPTABLE IN LIEU OF PLACING THE SEWER IN WATER MAIN
- (2) THE STORM SEWER CAN BE CONSTRUCTED WITH REINFORCED CONCRETE PIPE USING FLEXIBLE GASKETS JOINTS, (ASTM C361 C443) INSTEAD OF CONSTRUCTING THE STORM SEWER WITH WATER MAIN EQUIVALENT PIPE OR CASING PIPE.
- (3.) A vertical separation of eighteen (18) inches (460 mm) between the invert of the sewer or drain and the crown of the water main shall be maintained where a water main crosses under a sewer. Support the sewer or drain lines to prevent settling and breaking the main, as shown on the Plans or as approved by the ENGINEER.
- Construction shall extend on each side of the crossing until the perpendicular distance from the water main to the sewer or drain line is at least ten (10) feet (3.1 m) See Standard Drawings No. 19-23.

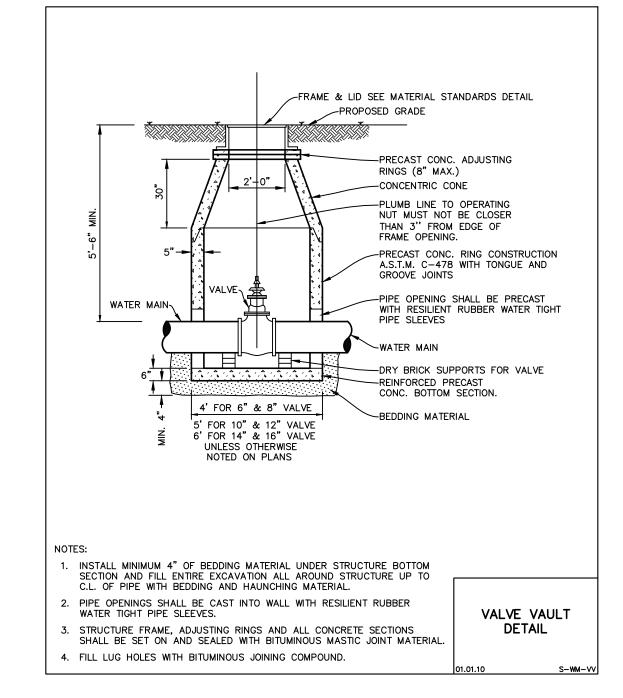
WATER AND SEWER SEPARATION REQUIREMENTS (VERTICAL SEPARATION) S-WM-SEP-2

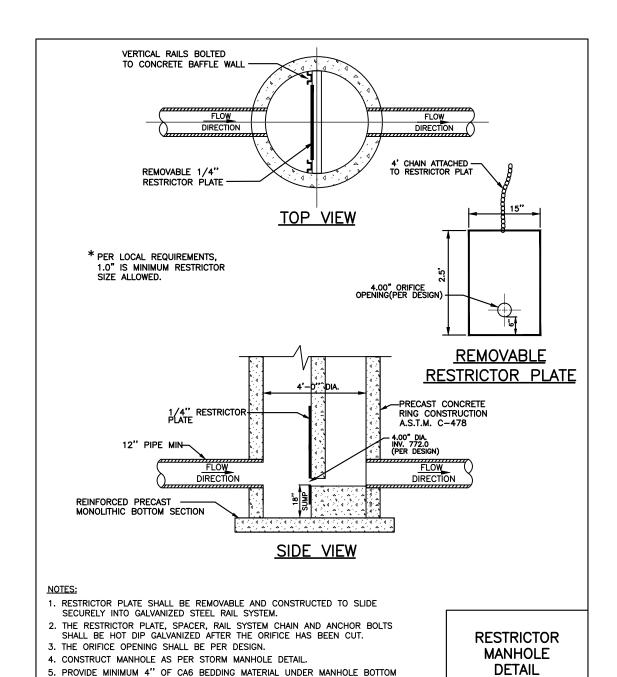
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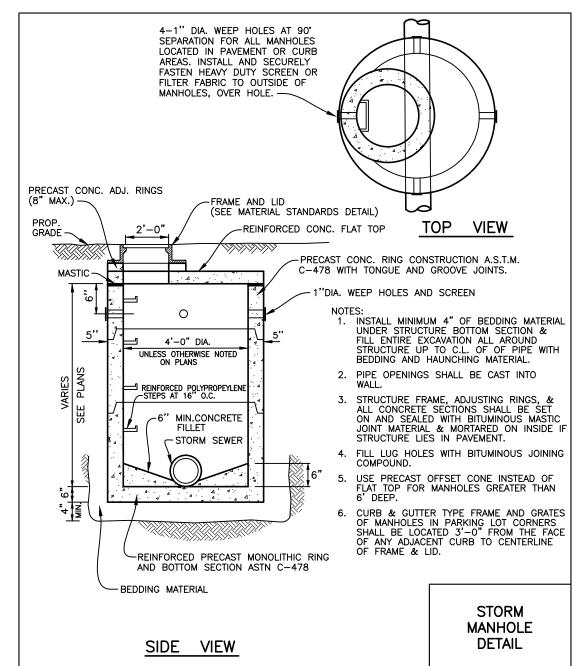








5. PROVIDE MINIMUM 4" OF CA6 BEDDING MATERIAL UNDER MANHOLE BOTTOM SECTION & FILL ENTIRE EXCAVATION ALL AROUND MANHOLE UP TO C.L. OF SEWER WITH BEDDING MATERIAL.



			R	IP-R	RAP_			
PIPE		STON	E RIP-	-RAP				BEDDING
DIAMETER (IN.) D	QUALITY DESIGNATION	GRADATION NUMBER RR	MINIMUM THICKNESS (IN.) A	MINIMUM LENGTH (FT.) 4D	WEIGHT RANGE (#)	WEIGHT AVERAGE (#)	SIZE AVERAGE (IN.)	MINIMUM THICKNESS (IN.)
12"	В	3	8"	4'	1-50	10	4.5"	N/A
15"	В	3	8"	5	1-50	10	4.5"	N/A
18"	В	4	16"	6'	1-150	40	7''	6''
21"	В	4	16"	7'	1-150	40	7"	6''
24"	В	4	16"	8'	1-150	40	7"	6''
27"	В	4	16"	9'	1-150	40	7"	6''
30"	В	4	16"	10'	1-150	40	7"	6''
36"	В	5	22"	12'	3-400	90	10"	8"
42"	В	5	22"	14'	3-400	90	10"	8"
48''	В	6	26"	16'	6-600	170	12"	10"
54"	В	6	26"	18'	6-600	170	12"	10"
60"	В	6	26"	20'	6-600	170	12"	10"
72"	В	6	26"	24'	6-600	170	12"	10"

PIPE								
DIAMETER (IN.) D	QUALITY DESIGNATION	GRADATION NUMBER RR	MINIMUM THICKNESS (IN.) A	MINIMUM LENGTH (FT.) 4D	WEIGHT RANGE (#)	WEIGHT AVERAGE (#)	SIZE AVERAGE (IN.)	MINIMUM THICKNESS (IN.)
12"	В	3	8"	4'	1-50	10	4.5"	N/A
15"	В	3	8"	5	1-50	10	4.5"	N/A
18"	В	4	16"	6'	1-150	40	7"	6''
21"	В	4	16"	7'	1-150	40	7"	6''
24"	В	4	16"	8'	1-150	40	7"	6''
27"	В	4	16"	9'	1-150	40	7"	6''
30"	В	4	16"	10'	1-150	40	7"	6''
36"	В	5	22"	12'	3-400	90	10"	8"
42"	В	5	22''	14'	3-400	90	10"	8"
48"	В	6	26"	16'	6-600	170	12"	10"
54''	В	6	26"	18'	6-600	170	12"	10"
60''	В	6	26"	20'	6-600	170	12"	10"
72"	В	6	26"	24'	6-600	170	12"	10"
2. R	EOR PIPE LA OF RIP—RAP PEFER TO I.C TANDARDS F	OR APRO	N IS REQU CIFICATION	JIRED. IS AND	_ DESIG	SN		STONE RIP RAP DETAIL

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PROJ. MGR.: TTR

PROJ. ASSOC.: RJS

GENERAL CONDITIONS

CONTRACTOR acknowledges and agrees that the use and reliance of these Plans and Specifications is sufficient consideration for CONTRACTOR'S covenants stated herein.

- a. "CLIENT" shall mean Lavelle Family Partnership, LLP, which is the person or entity with whom Manhard Consulting, Ltd. has contracted with to prepare Civil Engineering PLANS and SPECIFICATIONS.
- b. "ENGINEER" shall mean Manhard Consulting, Ltd., a Civil Engineering consultant on the subject project.
- c. "PLANS and SPECIFICATIONS" shall mean the Civil Engineering PLANS and SPECIFICATIONS prepared by the ENGINEER, which
- may be a part of the contract documents for the subject project. d. "CONTRACTOR" shall mean any person or entity performing any work described in the PLANS and SPECIFICATIONS.
- e. "JURISDICTIONAL GOVERNMENTAL ENTITY" shall mean any municipal, county, state or federal unit of government from whom an approval, permit and/or review is required for any aspect of the subject project. INTENT OF THE CONTRACT DOCUMENTS

The intention of the PLANS and SPECIFICATIONS is to set forth certain requirements of performance, type of equipment and structures, and standards of materials and construction. They may also identify labor and materials, equipment and transportation necessary for the proper execution of the work but are not intended to be infinitely determined so as to include minor items obviously required as part of the work. The PLANS and SPECIFICATIONS require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omissions of specific references to any minor component part. It is not intended, however, that materials or work not covered by or properly inferred from any heading, branch, class or trade of the SPECIFICATIONS shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

INTERPRETATION OF PLANS AND SPECIFICATIONS

- a. The CLIENT and/or CONTRACTOR shall promptly report any errors or ambiguities in the PLANS and SPECIFICATIONS to the ENGINEER. Questions as to meaning of PLANS and SPECIFICATIONS shall be interpreted by the ENGINEER, whose decision shall be final and binding on all parties concerned.
- b. The ENGINEER will provide the CLIENT with such information as may be required to show revised or additional details of construction. c. Should any discrepancies or conflicts on the PLANS or SPECIFICATIONS be discovered either prior to or after award of the contract, the ENGINEER's attention shall be called to the same before the work is begun thereon and the proper corrections made. Neither the CLIENT nor the CONTRACTOR may take advantage of any error or omissions in the PLANS and SPECIFICATIONS. The ENGINEER will provide information when errors or omissions are discovered.

GOVERNING BODIES

All works herein proposed shall be completed in accordance with all requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, and all such pertinent laws, directives, ordinances and the like shall be considered to be a part of these SPECIFICATIONS. If a discrepancy is noted between the PLANS and SPECIFICATIONS and requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, the CLIENT and/or the CONTRACTOR shall immediately notify the ENGINEER in writing.

LOCATION OF UNDERGROUND FACILITIES AND UTILITIES

When the PLANS and SPECIFICATIONS include information pertaining to the location of existing underground facilities and utilities (including but not limited to water mains, sanitary sewers, storm sewers, electric, telephone, gas and cable TV lines), such information represents only the opinion of the ENGINEER as to the approximate location and elevation of such facilities and utilities. At the locations wherein detailed positions of these facilities and utilities become necessary to the new construction, including all points of connection, the CONTRACTOR shall furnish all labor and tools to verify or definitely establish the horizontal location, elevation, size and material (if appropriate) of the facilities and utilities. The CONTRACTOR shall notify the ENGINEER at least 48 hours prior to construction if any discrepancies in existing utility information or conflicts with existing utilities exist. The ENGINEER assumes no responsibility whatever with respect to the sufficiency or accuracy of the information shown on the PLANS and SPECIFICATIONS relative to the location of underground facilities and utilities, nor the manner in which they are removed or adjusted.

It shall be the CONTRACTOR's responsibility prior to construction, to notify all Utility Companies of the intentions to begin construction and to verify the actual location of all such facilities and utilities. The CONTRACTOR shall also obtain from the respective Utility Companies the working schedules for removing or adjusting these facilities.

UNSUITABLE SOILS

The PLANS have been prepared by the ENGINEER based on the assumption that all soils on the project are suitable to support the proposed improvements shown. The CONTRACTOR shall immediately notify the ENGINEER if he discovers or encounters an obstruction that prevents the installation of the improvement according to the line and grades shown on the PLANS. PROTECTION OF TREES

All trees that are not to be removed shall be protected from damage. Trees shall not be removed unless requested to do so in writing by the

NOTIFICATION OF OWNERS OF FACILITIES AND UTILITIES

The CONTRACTOR shall notify all applicable Jurisdictional Governmental Entities or utility companies, i.e., water, sewer, electric, telephone, gas and cable TV prior to beginning any construction so that said entity or company can establish the location and elevation of underground pipes, conduits or cables adjoining or crossing proposed construction.

TRAFFIC CONTROL

The CONTRACTOR shall provide when required by any JURISDICTIONAL GOVERNMENTAL ENTITY, all signs, equipment, and personnel necessary to provide for safe and efficient traffic flow in all areas where the work will interrupt, interfere or cause to change in any form, the conditions of traffic flow that existed prior to the commencement of any portions of the work. The CLIENT may, at his discretion, require the CONTRACTOR to furnish traffic control under these or other circumstances where in his opinion it is necessary for the protection of life and property. Emergency vehicle access shall be maintained at all times. Unless authorized by the CLIENT or CLIENT's construction representative, all existing access points shall be maintained at all times by the CONTRACTOR. The need for traffic control shall be

anticipated by the CLIENT.

The CONTRACTOR, his agents and employees and their employees and all equipment, machinery and vehicles shall confine their work within the boundaries of the project or work area specified by the Client. The CONTRACTOR shall be solely liable for damage caused by him or his agents and employees and their equipment, machinery and vehicles on adjacent property or areas outside designated work areas. UTILITY POLES

It shall be the responsibility of the CONTRACTOR to arrange for the relocation or bracing of existing utility poles that may be within the working limits of this contract. It is expressly understood that all work and costs connected with the maintenance of these utility poles, their temporary relocations, etc., shall be the responsibility of the CLIENT or the CONTRACTOR.

RESTORATION

It is the intent of these SPECIFICATIONS that clean-up and final restoration shall be performed immediately upon completion of each phase of the work or when so directed by the CLIENT so that these areas will be restored as nearly as possible to their original condition or better, and shall include but not be limited to, restoration of maintained lawns and rights-of-way, roadways, driveways, sidewalks, ditches, bushes, hedges, trees, shrubs, fences, mailboxes, sewers, drain tiles, water mains, etc.

ROAD CLEANING

The CONTRACTOR shall maintain roadways adjoining the project site free from mud and debris at all times. If mud and/or debris is carried onto the roadways from vehicles entering onto the highway from either the CONTRACTOR's trucks, his employees' vehicles, or his material suppliers, the CONTRACTOR shall immediately remove said mud and/or debris.

SAFETY AND PROTECTION

The CONTRACTOR shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR's duties and responsibilities for safety and for protection of the work shall continue until such time as all work is completed and the CLIENT has notified CONTRACTOR that the work is acceptable. The duties of the ENGINEER do not include review of the adequacy of either the CONTRACTOR's or the general public's safety in, on, or near the construction site.

To the fullest extent permitted by law, any CONTRACTOR; material supplier or other entity by use of these plans and specifications hereby waives any right of contribution and agrees to indemnify, defend, save and hold harmless Manhard Consulting, Ltd. and its agents, employees and consultants from and against all manner of claims, causes, causes of action, damages, losses and expenses, including but not limited to, attorneys' fees arising out of, resulting from or in connection with the performance of any work, pursuant to or with respect to these plans and specifications. However, this indemnity shall not be construed to indemnify Manhard Consulting, Ltd., its consultants, agents or employees against its own negligence.

Claims, damages, losses and expenses as these words are used in the Agreement shall mean and include, but not be limited to (1) injury or damage occurring by reason of the failure of or use or misuse of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by any party or entity, including any contractor; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity (3) costs for time expended by the indemnified party and its employees, at its usual rates plus costs or travel, long distance telephone and reproduction of documents and (4) consequential damages. Only to the extent necessary to prevent this provision from being void under any state statute of the state where the work specified in these Plans and Specifications are to be performed, this indemnity agreement shall not require the CONTRACTOR to indemnify the ENGINEER, its consultants, agents or employees against its own negligence.

Any party using these plans, including any contractor, material supplier, or other entity shall obtain, (prior to commencing any work) general public liability insurance insuring against all damages and claims for any bodily injuries, death or property damage arising out of any work, including the construction work provided for in these plans, and shall name Manhard Consulting, Ltd. and its consultants, agents and representatives as additional insureds under such insurance policy. Such insurance must contain a clause stating that the insurance is primary coverage for Manhard Consulting, Ltd. and Manhard Consulting, Ltd.'s other applicable coverage is considered secondary.

Manhard Consulting, Ltd. the ENGINEER, is intended to be a third party beneficiary of this willing agreement and requirement.

DETAILED SPECIFICATIONS

I. EXCAVATION AND GRADING A. STANDARDS

This work shall be completed in conformance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition except as modified below.

B. <u>EXCAVATION AND EMBANKMENT</u>

- a. CONTRACTOR shall perform all demolition work in accordance with all applicable Federal, State and local requirements. b. The CONTRACTOR shall coordinate all demolition with the JURISDICTIONAL GOVERNING ENTITY and CLIENT to ensure protection and maintenance of sanitary sewer and water utilities as necessary and to provide stormwater conveyance until new facilities are
- constructed, tested and placed into operation. c. CONTRACTOR shall develop and implement a daily program of dust control and shall submit and obtain JURISDICTIONAL GOVERNING ENTITY approval of dust control procedures prior to demolition of any structures. Modification of dust control procedures
- shall be performed by the CONTRACTOR to the satisfaction of the JURISDICTIONAL GOVERNING ENTITY as requested. d. All asphalt pavement, curb and gutter and miscellaneous structures shall be demolished by the CONTRACTOR and disposed of offsite
- e. All existing sewers outside the building as indicated on the PLANS to be removed shall be removed from the site and disposed of offsite
- by the CONTRACTOR. f. Voids left by any item removed under any proposed building, pavement or walk or within 24" thereof shall be filled and compacted with
- suitable materials by the CONTRACTOR. g. All fire access lanes within the project area shall remain in service, clean of debris, and accessible for use by emergency vehicles.
- h. Any existing wells encountered shall be exposed and sealed 3' below proposed finish grade by the CONTRACTOR in accordance with Section 920.120 of the Illinois Water Well Construction Code, Department of Public Health, Latest Edition, and all applicable local rules and regulations
- i. Any existing septic tanks and grease traps encountered shall have all liquids and solids removed and disposed of by a licensed commercial hauler in accordance with JURISDICTIONAL GOVERNING ENTITY regulations, and the tank and grease traps shall then be filled with suitable materials or removed from the site and disposed of by the CONTRACTOR.
- Any material containing asbestos found within existing structures shall be removed from the site and disposed of off-site by the CONTRACTOR in accordance with County, State and Federal regulations
- k. Prior to the commencement of any demolition activity, the OWNER/CONTRACTOR shall obtain all applicable permits to disconnect existing utility services to each building proposed for demolition.

SOIL BORING DATA

Copies of results of soil boring and reports, if such borings were taken by the CLIENT in the vicinity of the proposed construction site, should be made available by the CLIENT to the CONTRACTOR. These borings are presented for whatever purpose the CONTRACTOR chooses to make of them. The ENGINEER makes no representation or warranty regarding the number, location, spacing or depth of borings taken, nor of the accuracy or reliability of the information given in the results thereof.

Further, the ENGINEER does not assume responsibility for the possibility that during construction, the soil and groundwater condition may be different than indicated. Neither does the ENGINEER assume responsibility for variations of soil and groundwater at location between borings. The CONTRACTOR is required to make its own borings, explorations and observations to determine soil and groundwater

EARTHWORK CALCULATIONS AND CROSS SECTIONS

The CONTRACTOR understands that any earthwork calculations, quantities or cross sections that have been furnished by the ENGINEER are for information only and are provided without any guarantee by the CLIENT or ENGINEER whatsoever as to their sufficiency or accuracy. CONTRACTOR warrants that he has performed his own subsurface investigations as necessary and his own calculations and cross sections to determine site soil conditions and earthwork volumes. The ENGINEER makes no representation or guarantee regarding earthwork quantities or that the earthwork for this project will balance due to the varying field conditions, changing soil types, allowable construction to tolerances and construction methods that are beyond the control of the ENGINEER.

CLEARING, GRUBBING AND TREE REMOVAL

The site shall be cleared, grubbed, and trees and stumps removed where designated on the PLANS. Trees designated to remain shall be protected from damage.

Upon completion of demolition, clearing, grubbing and tree removal, all topsoil shall be stripped from under all buildings and pavements areas, and other areas necessary to complete the work. Topsoil stripped shall be placed in stockpiles in locations as designated by the

TOPSOIL RESPREAD

Upon completion of roadway and/or parking lot improvements and installation of underground utilities a minimum of four inches (4") of topsoil shall be respread over all unpaved areas which have been disturbed by earthwork construction, except building pads and other designated areas, which shall be kept free from topsoil.

Upon completion of topsoil respread, the CONTRACTOR shall apply seed and fertilizer as designated on the PLANS or as designated on landscape drawings and specifications provided by the CLIENT. The CONTRACTOR shall adhere to the requirements of the landscape plans, however in the absence of landscape drawings and specifications, seeding shall be as designated on the PLANS and in accordance with the above standards.

EXCAVATION AND EMBANKMENT (FILL)

Upon completion of topsoil stripping, all excavation and embankments shall be completed as shown on the PLANS. All suitable excavated materials shall be hauled, placed (moisture conditioned if necessary) and compacted in the embankment areas. The CONTRACTOR shall include all dewatering, temporary ditching and culverts necessary to complete the excavation and embankment.

Specifically included in the scope of Excavation and Embankments is grading and shaping of all cut or fill areas including swales and ditches; handling of sewer spoil, etc., and all work required to provide positive drainage at the end of each working day and upon completion of a

The CONTRACTOR shall be responsible for the excavation of all swales and ditches and for the excavation or filling of the parking lot within the work limits to within ±0.1 feet of the proposed subgrade elevations indicated on the PLANS. He shall be responsible for obtaining compaction in accordance with the minimum values listed in the table below for all embankments unless more stringent values are listed in the soils report, and to use any method approved by the CLIENT necessary to obtain this compaction (i.e., soil fabric or any undercutting that may be required)

	Percent		
	Compaction	Pavement &	
Type Material	<u>Standard</u>	Floor Slabs	Grass Areas
Sandy Soils	Modified Proctor	95%	90%
Clayey Soils	Standard Proctor	95%	90%

unless approved otherwise in the soils report or by the CLIENT. The CONTRACTOR shall notify the CLIENT if proper compaction cannot be obtained so that the CLIENT may determine what remedial

A soils testing firm employed by the CLIENT shall determine which soils are unsuitable. Materials in their natural state being defined as unsuitable that would be suitable material if moisture conditioned, shall be conditioned by the CONTRACTOR and used as suitable embankment material or hauled from the site.

For purposes of definition, unsuitable material shall be as follows unless determined otherwise by the Soils Engineer:

- a. Any soil whose optimum moisture content exceeds 25%
- b. Any cohesive soil with an unconfined compressive strength of 1.5 tons per square foot or less.
- c. Any soil whose silt content exceeds 60% by weight.
- d. Any soil whose maximum density is less than 100 pounds per cubic foot.
- e. Any soil containing organic, deleterious, or hazardous material.

Ditches and swales are to be excavated to the lines and grades indicated on the PLANS. All suitable materials excavated from the ditches shall be used in construction of the embankments.

The CONTRACTOR shall notify the CLIENT immediately upon encountering groundwater during excavation. If in the opinion of the CLIENT or the JURISDICTIONAL GOVERNING ENTITY this condition necessitates the installation of perforated drain tile bedded in washed gravel or open storm sewer joints wrapped with fabric, the CONTRACTOR shall install the same.

During excavation and embankment, grades may be adjusted to provide an overall site earthwork balance. The CONTRACTOR shall cooperate fully with the CLIENT in adjustment of grades, construction methods and placement of material to meet the above goals and shall immediately advise CLIENT if he believes that the earthwork will not balance.

construction. The CONTRACTOR shall construct and maintain any temporary ditches or swales that are necessary to accomplish this prior to beginning mass excavation.

*DETENTION BASIN EMBANKMENT

Upon completion of excavation and shaping of the water retention areas, all silt seams and granular or sandy soils shall be removed to a minimum depth of three feet below the subgrade and replaced with an impermeable clay liner compacted to a minimum of 95% Standard Proctor, including adjacent to and under storm sewer inlets and outlets. It is the intent of these PLANS and SPECIFICATIONS that the CONTRACTOR shall prepare the lake bottoms, side slopes, and compaction thereof so that the lakes will maintain the proposed normal water level and that leakage does not exceed ½ inch per week.

It is the intent of these PLANS that storm waters falling on the site be diverted into sedimentation / lake / detention basins during

Suitable erosion control practices shall be maintained by the CONTRACTOR in accordance with Illinois Urban Manual and all applicable Soil Erosion and Sedimentation Control ordinances and the PLANS.

UNDERCUTTING DURING EARTHWORK

EROSION CONTROL

If the subgrade cannot be dried adequately by discing as outlined above for placement of material to planned grades and if the CLIENT determines that the subgrade does not meet the standards set forth above, the CLIENT may require undercutting.

MISCELLANEOUS CONTRACT ITEMS

The following items may be required at the CLIENT's option, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY:

(a) **GEOTEXTILE FABRIC**

Geotextile fabric or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY where proper compaction of embankments over existing soft soils is not possible. Geotextile fabric shall meet the material specifications of and shall be installed in accordance with the above standards.

(b) EROSION CONTROL BLANKET

Erosion control blanket or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY for the stabilization of disturbed areas. Erosion control blanket shall meet the material specifications of and shall be installed in accordance with the above standards, the Illinois Urban Manual and/or the details shown on the PLANS.

II. <u>UNDERGROUND IMPROVEMENTS</u>

A. GENERAL STANDARDS

All underground improvements shall be constructed and tested in accordance with the Standard Specifications for Water and Sewer Construction in Illinois and Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition. In the event of conflicting guidelines, the more restrictive shall govern.

SELECTED GRANULAR BACKFILL

Selected Granular Backfill shall be required for all sewer and water main trenches lying under existing or proposed streets, driveways, parking lots and within 24" thereof, and where noted on PLANS. All material placed in such trenches shall be in accordance with the above

MANHOLES, CATCH BASIN, INLETS & VALVE VAULTS

All Manholes, Catch Basins, Inlets, and Valve Vaults shall be constructed of reinforced precast concrete ring construction with tongue and groove joints in conformance with the latest revision of ASTM designation C-478. All joints between sections and frames (except sanitary manholes, see Section IIB Manholes, below) shall be sealed with mastic type bituminous jointing compound. CONTRACTOR shall remove all excess mastic on inside of structure and butter joints with mortar. Manholes are to have offset cones except that no cone shall be used on storm manholes 6'-0" deep or less in which case a reinforced concrete flat top section shall be used, and Valve Vaults shall have concentric cones. Only concrete adjustment rings will be permitted where necessary and shall be limited to two adjustment rings totaling not more than 8" in height. All manholes and catch basin steps shall be copolymer polypropylene with continuous ½" steel reinforcement as manufactured by MA Industries, or approved equal.

AUGER BORING AND CASING

*INTENTIONALLY DELETED

AUGER (OPEN BORE)

*INTENTIONALLY DELETED

HORIZONTAL AND VERTICAL SEPARATION OF WATER AND SEWER MAINS

Horizontal and vertical separation of water and sewer mains shall be in accordance with Standard Specifications for Water and Sewer Construction in Illinois Section 41-2.01A and 41-2.01B and Standard Drawing 18, 19, 20, 21, 22, 23 and 24.

STRUCTURE ADJUSTMENTS

Structures shall be adjusted to the finished grade as shown on PLANS.

B. SANITARY SEWERS AND APPURTENANCES

SANITARY SEWER PIPE *INTENTIONALLY DELETED

MANHOLES

*INTENTIONALLY DELETED FOUNDATION, BEDDING AND HAUNCHING

Foundation, Bedding and Haunching shall be wet coarse aggregate or moist fine aggregate in accordance with the above standards and

TESTING shown on the detail. Sanitary sewers shall be air tested and tested for deflection in accordance with the requirements of Section 31-1.12 "TESTING AND INSPECTION FOR ACCEPTANCE OF SANITARY SEWERS" of the Standard Specifications for Water and Sewer Construction in Illinois or the JURISDICTIONAL GOVERNING ENTITY, whichever is more restrictive. In addition, a televised inspection of the completed sanitary

sewers shall be conducted and a copy of the videotape and report furnished to the JURISDICTIONAL GOVERNING ENTITY. All sanitary manholes are to be tested for water tightness in accordance with ASTM C969 "Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines", or ASTM C1244 "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test".

<u>SERVICES</u>

*INTENTIONALLY DELETED

*INTENTIONALLY DELETED DROP MANHOLE CONNECTIONS

Drop manhole connections to existing manholes shall be constructed according to the PLANS and the detail.

SANITARY SEWER FORCE MAIN Sanitary sewer force main shall conform to the following:

- a. Polyvinyl Chloride Pipe (PVC), Class 150, conforming to ASTM D2241 with integral bell and flexible elastomeric seal joints conforming to ASTM D3139 and F477. b. Ductile iron cement lined pipe conforming to the latest revision of ANSI/AWWA C151/A21.51, Thickness Class 50, minimum 150 psi
- working pressure with "push on" type joints. Force mains shall have a minimum of five feet six inches (5'-6") of cover and shall include bedding and trench backfill. Upon completion of installation, force mains are to be plugged and pressure tested at 2 times the working pressure or total dynamic head for

a period of 10 minutes, with no loss of pressure or as required by the JURISDICTIONAL GOVERNING ENTITY, whichever is more stringent. TELEVISION INSPECTION

*INTENTIONALLY DELETED **MISCELLANEOUS**

All floor drains shall be connected to the sanitary sewer. A. WATER MAINS AND APPURTENANCES

WATER MAIN PIPE (3" AND LARGER)

- Water main pipe shall conform to the following:
- a. Ductile iron cement lined pipe conforming to the latest revision of ANSI/AWWA C151/A21.51, Thickness Class 52, minimum 150 psi working pressure with "push on" type joints.
- b. Polyvinyl Chloride Pipe (PVC) conforming to the latest revision of ANSI/AWWA C900 (4-inch thru 12-inch) or ANSI/AWWA C905 (14-inch thru 48-inch) with a pressure rating of 235 psi, SDR 18 in accordance with ASTM D2241. Joints shall be pressure rated in accordance with ASTM D3139 with elastomeric seals in accordance with ASTM F477.
- Installation shall be in accordance with ANSI/AWWA C600 (Ductile Iron) or ANSI/AWWA C605 (PVC). All water main shall have mechanical joint cast iron or ductile iron fittings in accordance with ANSI/AWWA C110/A21.10 or compact ductile iron fittings in accordance with ANSI/AWWA C153/A21.53 with 250 psi working pressure.

Poured or monolithic concrete thrust blocks are required to brace all tees, plugs, caps, and bends of 11 1/4 degree deflection or greater. Minimum cover for all water mains, including services, shall be 5'-6" from the finished grade. Water main shall include bedding and

WATER VALVES

All valves shall be resilient wedge gate valves conforming to the latest revision of ANSI/AWWA C509, with a rated working pressure of 200 psi in accordance with JURISDICTIONAL GOVERNING ENTITY requirements, except that butterfly valves conforming to ANSI/AWWA C504 shall be constructed on all water mains 16" diameter and larger. Valves shall be non-rising stem and shall close by turning clockwise.

Valve vaults shall be constructed in conformance with Section IIA Manholes, etc. above. Frame and lids shall be Neenah R-1772 or approved equal and shall be imprinted "Water". Valve vaults shall include valve, frame and cover, bedding, and backfilling, if required.

Fire Hydrants shall be per JURISDICTIONAL GOVERNING ENTITY requirements. All fire hydrants shall be located as shown on the PLANS and shall be painted in a manner acceptable to the JURISDICTIONAL GOVERNING ENTITY after installation and shall be adjusted to final

TAP, STOPS AND BOX

and the CLIENT

The CONTRACTOR shall determine from the JURISDICTIONAL GOVERNING ENTITY as to the exact style, type, and manufacture of Corporation stops, ground key stops and services boxes preferred by the JURISDICTIONAL GOVERNING ENTITY and shall furnish same.

SMALL WATER SERVICES (2" DIAMETER OR LESS)

Water services shall be type K copper size as shown on PLANS, and constructed where shown on the PLANS. The ends of all services shall be marked with a 4"x4" post extending 36" above grade and painted blue. The CONTRACTOR shall keep accurate records of tap locations and service box locations, as well as the service lengths and furnish same to CLIENT. Water services shall include bedding and backfilling.

Disinfections shall meet all of the requirements of the State of Illinois, Environmental Protection Agency, Public Water Supplies Division. The safe quality of the water supply shall be demonstrated by bacteriological analysis of samples collected at sampling taps on at least two consecutive days following disinfection of the mains and copies of the said report submitted to the JURISDICTIONAL GOVERNING ENTITY

PRESSURE CONNECTION TO EXISTING WATER MAIN

*INTENTIONALLY DELETED

DRY CONNECTION TO EXISTING WATER MAIN

A dry connection to existing water main shall include a connection to an existing water main stub where shown on the PLANS. The CONTRACTOR shall obtain approval of the JURISDICTIONAL GOVERNING ENTITY to shut down any main, including submittal of a schedule of the time of shut off and the time the line will be returned to service. All mains shut down that are opened to atmosphere must be

disinfected prior to returning main into service. POLYETHYLENE TUBE (FOR DUCTILE IRON WATER MAIN ONLY)

The CLIENT, or JURISDICTIONAL GOVERNING ENTITY may request that portions of the water main be enclosed in a polyethylene tube, Clow F-191 or approved equal installed as per the manufacturer's recommendations, should soil conditions so warrant its use.

FOUNDATION, BEDDING AND HAUNCHING Foundation, Bedding and Haunching shall be wet coarse aggregate or moist fine aggregate in accordance with the above standards and

D. STORM SEWERS AND APPURTENANCES

*STORM SEWER PIPE Storm sewer pipe shall conform to the following:

placed as shown on the detail

- a. Reinforced concrete pipe minimum Class IV in conformance with the latest revision of ASTM designation C76 with C361 or C443 flexible gasket joints, except that bituminous mastic joints may be used in grass areas.
- b. Polyvinyl Chloride (PVC) Pipe: ASTM D3034 (4-inch thru 15-inch) or ASTM F679 (18-inch thru 36-inch), rated SDR 35, continually marked with manufacturer's name, pipe size, cell classification, SDR rating. Joints shall be flexible elastomeric seals conforming to
- c. High Density Polyethylene Pipe (HDPE) Smooth Interior, AASHTO Designation M252 and M294, maximum diameter of 48 inches. Pipe joints and fittings shall be watertight gasketed joints. No band seals will be allowed. (Only permitted with Municipality Approval and/or when specifically indicated on PLANS).

Manholes, Inlets and Catch Basins shall be constructed in conformance with Section IIA Manholes, etc. above. The space between

connecting pipes and the wall of the manhole shall be completely filled with non-shrink hydraulic cement mortar. Frames and lids shall be

Storm sewers may be constructed with reinforced concrete pipe using only flexible gasket joints (ASTM 361 or 443) for water main crossings. Storm sewer shall include bedding and trench backfill.

Neenah or approved equal unless specified otherwise on the PLANS. All frames and grates shall be provided such that the flange fully covers the opening plus 2" of the structure as a minimum. * Provide "Vane" Type frame & grate for all structures located in curb where

MANHOLES, INLETS & CATCH BASINS

gradient exceed 2.0%. Manholes shall include steps, frame & grate, bedding and trench backfill. Flared end sections shall be pre-cast reinforced concrete flared end section with an end block cast separate as per the Illinois Department of Transportation Standard 542301 and shall be installed where shown on the PLANS. All flared end sections for storm sewers 12" in diameter and larger shall be installed with a grating per Standard 542311 and/or as detailed on the PLANS. Work shall include end block.

FOUNDATION, BEDDING AND HAUNCHING Foundation, Bedding and Haunching shall be wet coarse aggregate or moist fine aggregate in accordance with the above standards and placed as shown on the detail.

UNDERDRAINS

Pipe underdrains shall be corrugated flexible plastic pipe conforming to AASHTO Designation M252 perforated corrugated polyethylene pipe (PE) with a smooth interior of the diameter indicated on the PLANS and wrapped in a soil filter fabric supplied and installed by the CONTRACTOR. Perforations may be circular or slotted, but shall provide a minimum of 1.0 in2/ft of inlet area. CONTRACTOR shall submit fabric and pipe catalogue Specifications for approval by the CLIENT. CONTRACTOR shall bed and backfill the underdrain in one of the following IDOT gradations of aggregate (CA-5, CA-7, CA-11, CA-14 or CA-15).

MISCELLANEOUS

b. Footing drains shall be connected to sump pumps or discharged directly into storm sewers. Footing drains or drainage tile shall not be connected to the sanitary sewer. CONNECTION FOR STORM SERVICE TO STORM MAIN

a. All existing field drainage tile or storm sewers encountered or damaged during construction shall either be restored to their original

condition, properly rerouted and/or connected to the storm sewer system.

Connections of storm sewer services to storm sewer mains should be made with manufactured tees when available. Availability of manufactured tees will be a function of the storm sewer material and pipe diameter size of the service sewer and main. If manufactured tees are not reasonably available, connections should be made in accordance with manufacturer's recommendations for all storm sewer other than concrete pipe. For concrete pipe connections without manufactured tees the storm sewer main shall be machine cored and the service sewer connected using non-shrink grout for the void between pipes. The service sewer shall be cut flush with the inside wall of the sewer main and not extend into the inside flow area of the main or otherwise impede flow.

III. ROADWAY AND PARKING LOT IMPROVEMENTS

STANDARDS Work shall be completed in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition.

The CONTRACTOR shall be responsible for all subgrade compaction and preparation to ±0.1-foot of the proposed subgrade elevation with the average subgrade elevation to be within ±0.02-feet of the proposed subgrade grade elevation.

SUBGRADE PREPARATION

BITUMINOUS BASE COURSE

*INTENTIONALLY DELETED

AGGREGATE BASE COURSE TYPE 'B' Compacted aggregate base course type "B" shall be constructed using IDOT Type CA-6 materials and shall be placed where shown on the

BITUMINOUS CONCRETE, BINDER AND SURFACE COURSE

Bituminous pavement shall consist of bituminous concrete binder and surface courses, IDOT Hot-Mix Asphalt, to the compacted thickness as shown on the PLANS. The base course shall be cleaned and primed in accordance with the JURISDICTIONAL GOVERNING ENTITY. The bituminous concrete surface course shall be placed after the base course has gone through one winter season, or as directed by the CLIENT. Before applying the surface course, the binder course shall be thoroughly cleaned and primed in accordance with the JURISDICTIONAL GOVERNING ENTITY. Prior to the placement of the bituminous concrete surface, the JURISDICTIONAL GOVERNING ENTITY shall examine the completed pavement, including curb and gutter, and all failures shall be corrected by the CONTRACTOR.

Concrete sidewalks shall be constructed to width and thickness as shown on the PLANS. Sidewalks shall be thickened to a minimum of 6" at all driveways. All sidewalks shall be IDOT Class SI concrete, on aggregate base as shown on the detail. A 3/4" expansion joint shall be provided when meeting existing sidewalk.

Curb and gutter shall be as per the detail shown on the PLANS, which shall include compacted aggregate base course under the curb and gutter. All contraction and expansion joints shall be constructed as per the detail. **CONCRETE PAVEMENTS**

SIDEWALKS

CURB AND GUTTER

*INTENTIONALLY DELETED CONCRETE CURB REMOVAL AND REPLACEMENT

The CONTRACTOR shall saw cut and remove the existing concrete curb where shown on the PLANS and install a curb of similar cross section and pavement to that removed (or depressed curb and gutter if shown on the PLANS). Upon completion of the curb all voids, if any, between the existing pavement and the new curb shall be filled with concrete to within 2" of the final surface, which is to be filled with bituminous pavement. The area behind the curb shall be filled and compacted with embankment material within 6" of the top of the new curb. The CONTRACTOR shall then restore the remaining 6" to its original condition (i.e., sod, gravel, topsoil). Where proposed curb connects to an existing curb, the existing curb shall be saw cut and then two 18" long x ¾" (#6) dowel bars shall be drilled and installed 9" into the existing and proposed curb. Bars shall be installed in a location similar to the expansion joint in the curb.

PROOF ROLLING The CONTRACTOR shall provide a fully loaded vehicle approved by the CLIENT or JURISDICTIONAL GOVERNING ENTITY, and proof roll as follows. The CLIENT and JURISDICTIONAL GOVERNING ENTITY shall observe and approve the proof rolling of the subgrade and the base course. Proof rolling tolerances shall be a maximum deflection of 1" for the subgrade and ½" for the base course. The above criteria is intended as a maximum deflection standard and that proof rolling of a majority of the area will have less deflection than specified above. In any case of deficiency, the subgrade and/or base course shall be repaired and retested before proceeding with the pavement construction. **PAVEMENT MARKING - PAINT**

The CONTRACTOR shall furnish and apply painted marking lines, letters & symbols of the patterns, sizes and colors where shown on the PLANS. Paint pavement marking shall be applied in accordance with the IDOT Standard Specifications.

PAVEMENT MARKING - THERMOPLASTIC *INTENTIONALLY DELETED

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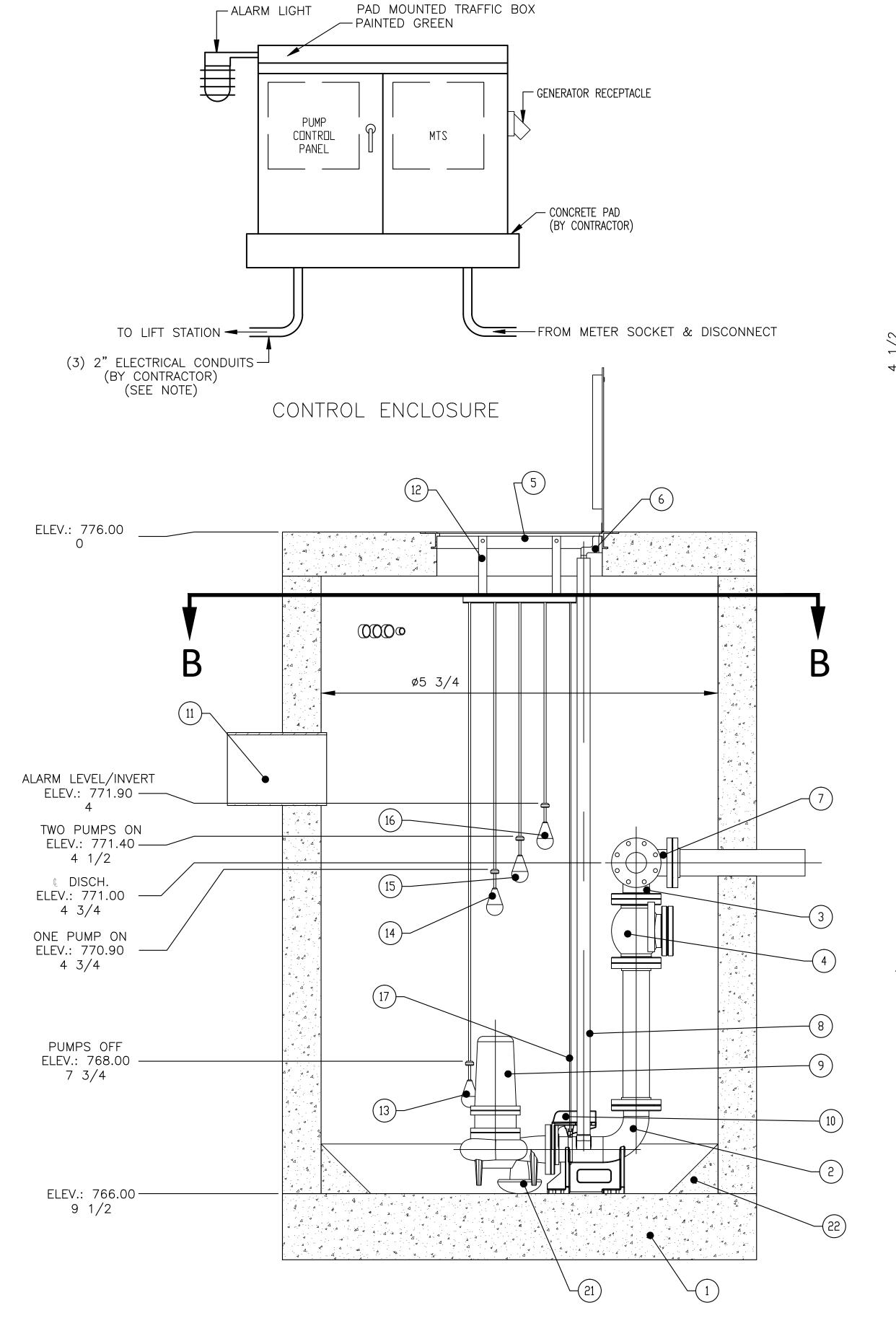
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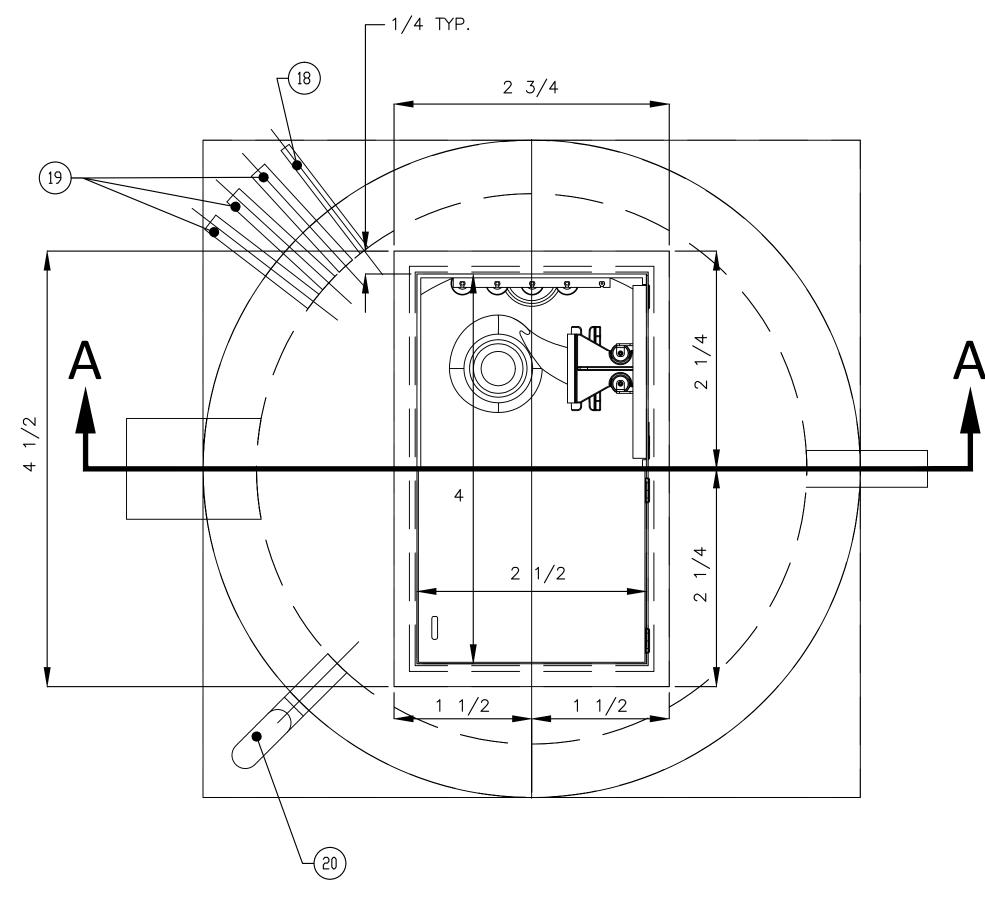
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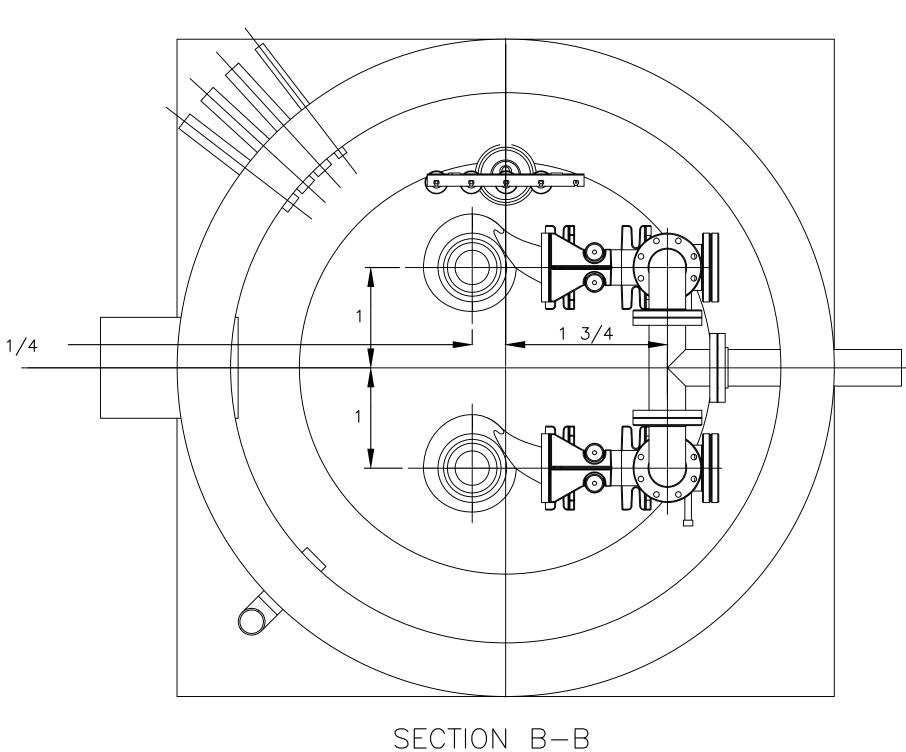
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PROJ. MGR.: TTR PROJ. ASSOC.: RJS 9-29-11

<u>N.T.S.</u>







ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	WET WELL	6'-0" DIA. x 10'-0" DEEP	1
2	4" MTM ELBOW		2
3	4" S.R. ELBOW	D.I. FITTING	2
4	4" FULL BODY SWING CHECK VALVE	SUITABLE FOR VERTICAL INSTALLATION	2
5	APD300-30x51	DUPLEX ALUMINUM ACCESS HATCH	1
6	UPPER GUIDE RAIL SUPPORT	FOR 2" RAIL SYSTEM	2
7	4" D.I.P. TEE	D.I. FITTING	1
8	2" GUIDE RAIL	SCHED. 40 STAINLESS STEEL PIPE	4
9	S4SD	4" DUAL SEAL SUBMERSIBLE SEWAGE PUMP	2
10	4" MTM SEALING FLANGE		2
11	12" INFLUENT PIPE		1
12	FLOAT MOUNTING BRACKET	STAINLESS STEEL, TO BE SHIPPED LOOSE — CONTRACTOR TO INSTALL IN FIELD	1
13	FLOAT: OFF LEVEL	METROPOLITAN SUBMERSIBLE LEVEL SWITCH	1
14	FLOAT: ONE PUMP ON	METROPOLITAN SUBMERSIBLE LEVEL SWITCH	1
15	FLOAT: TWO PUMPS ON	METROPOLITAN SUBMERSIBLE LEVEL SWITCH	1
16	FLOAT: ALARM LEVEL	METROPOLITAN SUBMERSIBLE LEVEL SWITCH	1
17	SUBMERSIBLE LEVEL TRANSDUCER		1
18	1" ELECTRICAL CONDUIT	BY OTHERS	1
19	2" ELECTRICAL CONDUIT	BY OTHERS	3
20	3" VENT PIPING	BY OTHERS	1
21	ANCHOR	10lbs CAST IRON, WITH STAINLESS STEEL CHAIN FOR LEVEL CONTROL MOUNTING	1
22	CONCRETE FILLET	BY OTHERS, SLOPE 1:1	1

NOTE:

- DRAWINGS WILL BE FORWARDED UPON RECEIPT OF APPROVED SUBMITTALS.
- 2. SOME ITEMS NOT SHOWN FOR CLARITY.
- 3. LIFT STATION TO BE INSTALLED BY AN EXPERIENCED AND QUALIFIED CONTRACTOR.
- 4. ALL CONCRETE WORK IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 5. CONTRACTOR AND OR ENGINEER TO VERIFY ALL DIMENSIONS, ELEVATIONS, PIPING LAYOUT, AND ORIENTATION OF INLET (S), DISCHARGE AND CONDUIT (S).
- 6. ALL PIPING & VALVES ARE TO BE PROVIDED BY CONTRACTOR, UNLESS NOTED OTHERWISE.
- 7. CONDUITS ARE AS FOLLOWS: (1) 2" FOR LEVEL CONTROLS , (1) 2" FOR EACH PUMP POWER\ CORD & (1) 1" FOR TRANSDUCER CABLE.
- 8. CONTRACTOR TO ORDER CONTROL AND POWER CORDS OF SUFFICIENT LENGTH TO REACH CONTROL PANEL FROM POINT OF ORIGIN ON PUMPS WITHOUT SPLICING.
- 9. METROPOLITAN PUMP TO PROVIDE ONLY THE ITEMS SHOWN IN BOLD.

PROJ. MGR.: TTR DRAWN BY: REH 9-29-11 SCALE: N.T.S.

AND RETAIL DEVELOPMENT

ANTIOCH, ILLINOIS

VILLAGE OF

ANTIOCH DAYCARE

STATION

STORMWATER LIFT

ATIAN4 110311

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF METROPOLITAN INDUSTRIES, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF METROPOLITAN INDUSTRIES, INC. IS PROHIBITED.

SCALE: 1:12 DATE BY REVISION DATE BY REVISION DRN. BY: F.U. DATE: 11/23/201 APP. BY:



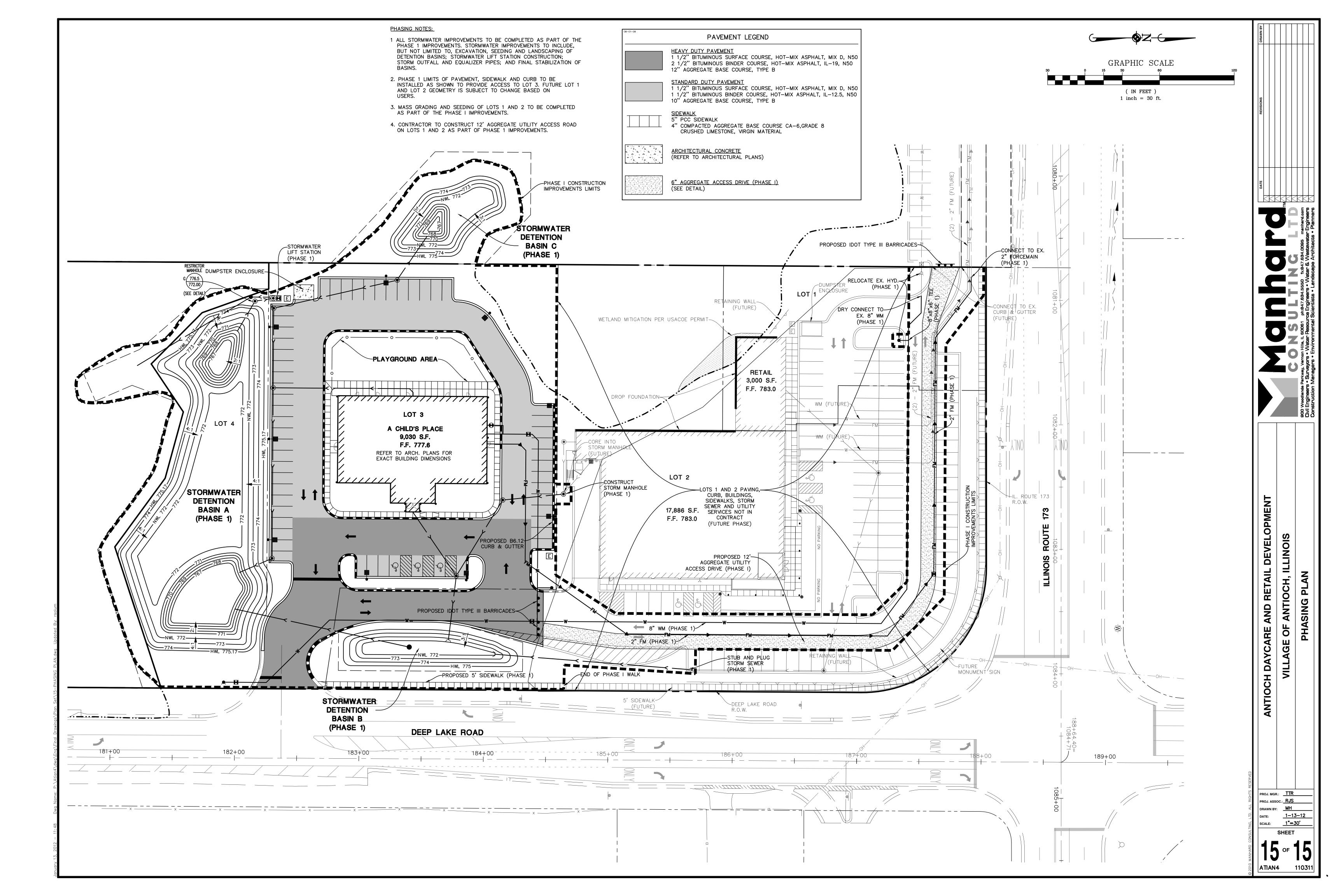
METROPOLITAN INDUSTRIES, INC. 37 FORESTWOOD DR. ROMEOVILLE, ILLINOIS 60446 (815)886-9200 FAX (815)886-4573 PUMPS - CONTROLS - SYSTEMS

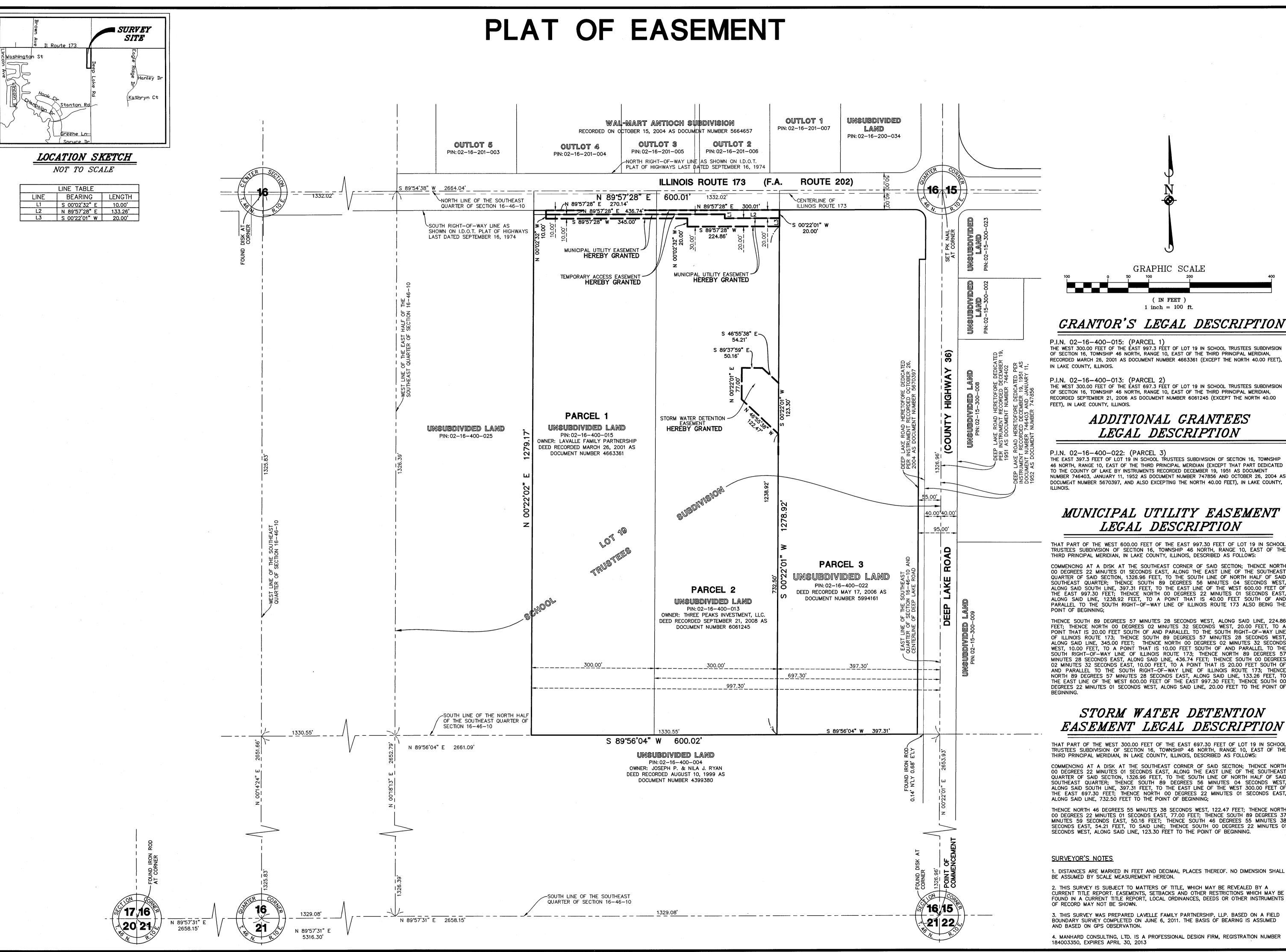
DUPLEX METRO RAIL COMPONENT LIFT STATION w/ MTM LIFTOUT SYSTEM

PROJECT:

STORMWATER LIFT STATION ANTIOCH DAY CARE ANTIOCH, IL

SHEET 1 OF DRN'G INDEX / JOB NO.
11SW151C211-11N





MUNICIPAL UTILITY EASEMENT

LEGAL DESCRIPTION

GRAPHIC SCALE

(IN FEET) 1 inch = 100 ft.

THAT PART OF THE WEST 600.00 FEET OF THE EAST 997.30 FEET OF LOT 19 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A DISK AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 1326.96 FEET, TO THE SOUTH LINE OF NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST, ALONG SAID SOUTH LINE, 397.31 FEET, TO THE EAST LINE OF THE WEST 600.00 FEET OF THE EAST 997.30 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG SAID LINE, 1238.92 FEET, TO A POINT THAT IS 40.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 173 ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, ALONG SAID LINE, 224.86 FEET; THENCE NORTH OO DEGREES O2 MINUTES 32 SECONDS WEST, 20.00 FEET, TO A POINT THAT IS 20.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 173; THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, ALONG SAID LINE, 345.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 32 SECONDS WEST, 10.00 FEET, TO A POINT THAT IS 10.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 173; THENCE NORTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, ALONG SAID LINE, 436.74 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 32 SECONDS EAST, 10.00 FEET, TO A POINT THAT IS 20.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 173; THENCE NORTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, ALONG SAID LINE, 133.26 FEET, TO THE EAST LINE OF THE WEST 600.00 FEET OF THE EAST 997.30 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 01 SECONDS WEST, ALONG SAID LINE, 20.00 FEET TO THE POINT OF

STORM WATER DETENTION EASEMENT LEGAL DESCRIPTION

THAT PART OF THE WEST 300.00 FEET OF THE EAST 697.30 FEET OF LOT 19 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A DISK AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 1326.96 FEET, TO THE SOUTH LINE OF NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST, ALONG SAID SOUTH LINE, 397.31 FEET, TO THE EAST LINE OF THE WEST 300.00 FEET OF THE EAST 697.30 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG SAID LINE, 732.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 46 DEGREES 55 MINUTES 38 SECONDS WEST, 122.47 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, 77.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 59 SECONDS EAST, 50.16 FEET; THENCE SOUTH 46 DEGREES 55 MINUTES 38 SECONDS EAST, 54.21 FEET, TO SAID LINE; THENCE SOUTH OO DEGREES 22 MINUTES 01 SECONDS WEST, ALONG SAID LINE, 123.30 FEET TO THE POINT OF BEGINNING.

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

2. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.

3. THIS SURVEY WAS PREPARED LAVELLE FAMILY PARTNERSHIP, LLP. BASED ON A FIELD BOUNDARY SURVEY COMPLETED ON JUNE 6, 2011. THE BASIS OF BEARING IS ASSUMED AND BASED ON GPS OBSERVATION.

4. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2013

PROJ. MGR.: RS DRAWN BY: ERV 01/13/12 DATE: 1"=100'

SHEET

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PLAT OF EASEMENT

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VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)

(STATE OF ILLINOIS)

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MUNICIPAL UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR THE OWNERS OF PARCEL 3 SHOWN HEREON AND FOR THE VILLAGE OF ANTIOCH, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AS SHOWN BY DASHED LINES ON THE PLAT DESIGNATED AS "MUNICIPAL UTILITY EASEMENT" (M.U.E.), TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WATER MAINS, FORCE MAINS, SANITARY AND STORM SEWERS WITH ALL NECESSARY OTHER APPLIANCES FOR THE PURPOSE OF SERVING THE SUBDIVISION AND ADJOINING PROPERTY WITH WATER, SANITARY AND STORM DRAINAGE INCLUDING THE RIGHT TO USE THE STREETS WHERE NECESSARY, TOGETHER WITH THE RIGHT TO ENTER UPON ALL LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, REVIEW, OPERATE AND MAINTAIN SAID WATER MAINS, SANITARY AND STORM SEWERS AND OTHER APPLIANCES. NO TREES, SHRUBS, HEDGES, BUSHES, PLAYGROUND EQUIPMENT, SHEDS OR OTHER BUILDINGS AND ANY OTHER TYPE OF STRUCTURE OR BUILDING EXCEPT THOSE OWNED BY THE VILLAGE OF ANTIOCH MAY BE PLACED WITHIN ANY PART OF SAID "MUNICIPAL UTILITY EASEMENT". FENCES WHICH DO NOT OBSTRUCT SURFACE WATER DRAINAGE ARE ALLOWABLE IN SAID "MUNICIPAL UTILITY EASEMENT" BUT WILL NOT BE RESTORED BY THE VILLAGE IN THE EVENT THEY ARE REMOVED FOR CONSTRUCTION ACCESS. ANY FENCES MUST NOT CONFLICT WITH ANY EXISTING USE OF THE "MUNICIPAL UTILITY EASEMENT". ANY OTHER PUBLIC UTILITY COMPANY MAY ONLY CROSS SAID "MUNICIPAL UTILITY EASEMENT" PERPENDICULARLY OR NEAR PERPENDICULARLY.

STORMWATER DETENTION EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR THE OWNERS OF PARCEL 3 SHOWN HEREON AND FOR THE VILLAGE OF ANTIOCH, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AS SHOWN BY THE DASHED LINES ON THE PLAT DESIGNATED AS STORMWATER DETENTION EASEMENT. IF THE VILLAGE OF ANTIOCH DETERMINES THAT ANY OF THE STORM SEWERS AND AREAS SET ASIDE AS OR RESERVED FOR STORMWATER DETENTION/RETENTION, AND/OR IDENTIFIED AS SUCH BY EASEMENT ARE IN A STATE OF DISREPAIR OR HAVE BEEN ALTERED FROM THE ORIGINAL APPROVED ELEVATIONS, GRADES, SLOPES, SIZE OR GEOMETRY, THE VILLAGE OF ANTIOCH SHALL HAVE THE RIGHT, TO ENTER UPON THE AFFECTED PROPERTY AND OVER, ONTO, OR ACROSS ANY LOT, TRACT, OR PARCEL OF LAND WITHIN THE SUBDIVISION, TO MAKE NECESSARY REPAIRS, THE VILLAGE OF ANTIOCH SHALL HAVE AND BE ENTITLED TO A LEGALLY ENFORCEABLE LIEN FOR THE COST OF SUCH MAINTENANCE AND REPAIRS UPON EACH LOT WITHIN THE SUBDIVISION. THE PROPERTY OWNER'S ASSOCIATION, AND/OR OWNER OF EACH LOT ON A PRORATED BASIS, SHALL BE LIABLE FOR ANY AND ALL COSTS INCURRED IN ANY SUCH WORK AND/OR REPAIR. THE VILLAGE OF ANTIOCH MAY RECOVER THE COST OF SUCH WORK AND/OR REPAIRS, BY THE FORECLOSURE OF ITS LIEN, AND SHALL ALSO BE ENTITLED TO RECOVER ITS COSTS AND ATTORNEY'S FEES. THE PERFORMANCE OF ANY WORK BY THE VILLAGE OF ANTIOCH ON ANY SUBDIVISION PARCEL DEDICATED FOR STORMWATER DETENTION OR RETENTION OR OTHER PUBLIC PURPOSES SHALL NOT CONSTITUTE ACCEPTANCE OF SUCH AREAS AS PUBLIC PROPERTY NOR BE DEEMED TO BE A TACIT DEDICATION THEREOF.

TEMPORARY ACCESS EASEMENT PROVISIONS

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ANTIOCH TO PROVIDE INGRESS AND EGRESS TO AND FROM THE MUNICIPAL UTILITY EASEMENT GRANTED HEREIN, OVER AND ACROSS THAT PART OF THE PROPERTY SHOWN AND LABELED AS "TEMPORARY ACCESS EASEMENT". THIS EASEMENT SHALL REMAIN IN EFFECT UNTIL SUCH TIME THAT THE LAND INCLUDED IN THE TEMPORARY ACCESS EASEMENT IS DEDICATED AND/OR CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION. UPON THE RECORDING OF THE DEDICATION AND/OR CONVEYANCE DOCUMENTS, ANY PORTION OF THIS EASEMENT INCLUDED IN SUCH DEDICATION AND/OR CONVEYANCE SHALL TERMINATE IMMEDIATELY.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF GRANTING EASEMENTS FOR THE PURPOSES SHOWN HEREON, AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF JANUARY, A.D., 2012.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2780
LICENSE EXPIRES: NOVEMBER 30, 2012



DATE REVISIONS DR

CONSULPTION Marter Resource Engineers • Wastewater Engineers • Surveyors • Water Resource Engineers • Wastewater Engineers • Surveyors • S

AVELLE SUBDIVSION
GE OF ANTIOCH, ILLINOIS
PLAT OF EASEMENT

PROJ. MGR.: RS
PROJ. ASSOC.: TJM

DRAWN BY: ERV

DATE: 01/13/12

SCALE: N/A

SHEET

OF

OF Z ATIAN4 110311



January 25, 2012

Mr. Dustin Nilsen Village of Antioch 874 Main Street Antioch, IL 60002

RE: Lavelle Subdivision – Antioch Daycare and Retail Development

Review No. 2 – Final Plat/Final Engineering Review (Short Form)

Project No.: 86110329-MU03

Dear Mr. Nilsen:

HR Green, Inc. (HR Green) has completed its second review of the following items received from Manhard Consulting, Ltd. on January 16, 2012 pertaining to the subject project:

- Response letter to VOA/HRG comments 1/6/12
- Final Engineering Plan dated 1/13/12
- Final Plat of Subdivision dated 1/13/12
- Plat of Easement dated 1/13/12
- Plat of Vacation dated 1/13/12
- Engineer's Opinion of Probable Cost dated 1/13/12
- Stormwater Management Report dated 1/13/12
- Watershed Development Permit Application (unsigned)
- Lake County SMC correspondence regarding SE/SC Review and SWPPP
- IEPA Water Permit Application via email for signature
- Duplex Lift Station –Stormwater Calcs and Specs dated 11/17/11
- Buoyancy Calcs for Lift Station 1/13/12
- LCDOT Response Letter to Manhard

HR Green's reviews are to determine compliance with the Municipal Subdivision Ordinance, Zoning Ordinance, and State Statute and in a manner consistent with that degree of care and skill ordinarily exercised by engineers and surveyors currently practicing under similar circumstances. HR Green's review did not include an examination of submitted documents as to their overall style or presentation, field verification of existing conditions, elevation grades and topography as shown on the plans, and verification of the submittal or the issuance of permits from any other governmental regulatory agency. HR Green disclaims responsibility for any errors, or omissions. The developer, their engineer, and their surveyor are not relieved of any responsibility for the correctness of the existing field conditions and design of public or private improvements because of our review, or subsequent approval of the plat, plans or specifications by the municipality.

Mr. Dustin Nilsen Village of Antioch

Lavelle Subdivision – Antioch Daycare and Retail Development Review No. 2 - Final Plat/Final Engineering (Short Form)

Project No.: 86110329-MU03

January 25, 2012 Page 2 of 5

The following are HR Green's comments on the information submitted above submitted by the Developer's Engineer, Manhard Consulting, Ltd.

Final Plat Review Comments

This review reflects Village Ordinances, standard surveying practices and statutory requirements.

1. If monuments located at section corners are being shown, they must be described as to size, shape and material. If there is an existing monument record for any of the corners, the recording information must be indicated. On the Final Plat submittal, these and other monuments to be set, as well as found monuments used to establish the subject boundary, must be shown and described as to size, shape and material, and their positions noted in relation to the survey corners (ILCS 1270.56.b.6.l). [Informational note: the surveyor of record is required by statute to prepare and file monument records for any section corners that have no existing document, at the time the plat is recorded. (ILCS 1270.Appendix A.c.9)]. Not sufficiently addressed. Monuments are still shown without sizes (S.E. parcel corner, center of Section 16).

Plat of Vacation Comments

1. Surveyor Note 4 shows one of the document numbers as 6435086 whereas the plat shows it as 3645086.

Plat of Easement Comments

1. The Points of Beginning for both easements are not shown.

Final Engineering Stormwater Review Comments

- 1. Application must be signed. Applicant's signature still required.
- 6. Compensatory calculations show that there is 0.355 ac-ft. of existing floodplain storage, of which 0.195 ac-ft. is filled (leaving 0.16 ac-ft. not filled). The calculation for compensatory storage provided uses a different method and appears to double count some if not most of the 0.16 ac-ft. volume that was not filled. Total proposed condition floodplain storage should equal 0.195*1.2 (comp storage) + .16 (undisturbed storage) = .394 ac-ft. Storage provided calculations show 0.35 ac-ft. The difference may be available in the undisturbed volumes outside of the basin walls. Additional calculations are required. The proposed vs. BFE volume report includes some, but not all, of the detention basin. By adding this volume (528 cy or .327 ac-ft.) to the storage provided in the detention basin (0.30 ac-ft.), some of the volume over the detention basin is being double counted. However, there also appears to be area along the southeast corner of the parking lot that is not being counted by either method. Expand the footprint of the proposed vs. BFE volume report to

Mr. Dustin Nilsen Village of Antioch

Lavelle Subdivision – Antioch Daycare and Retail Development Review No. 2 - Final Plat/Final Engineering (Short Form)

Project No.: 86110329-MU03

January 25, 2012 Page 3 of 5

include all proposed areas that are below the BFE. The reported volume must exceed the sum of the compensatory storage (0.298 ac-ft.) and the undisturbed storage (0.106 ac. ft.) which is 653 cu-yd. Do not use the basin volumes calculated in Tab 3 unless these areas are excluded from the Volume Report.

- 8. Provide calculation demonstrating that the retention volume requirements have been met. **Not Provided**
- 11. Provide copy of SWPPP. SWPPP includes IDNR endangered species consultation from 2007 stating that the consultation is not closed regarding threatened and endangered species associated with Loon Lake. Has consultation been closed? Once construction starts, please provide the Village copies of the inspection reports.
- 12. Restrictor manhole is too small to perform maintenance. Provide larger structure or removable orifice plate. Dimensioned hole in concrete wall and/or remove concrete wall and just utilize the removable steel plate with the orifice in it.
- 15. Provide compaction and soil content specification for detention basin embankment. (Can be accomplished by adding more detail on embankment specification on Sheet 13.) Sheet with compaction specification must be signed by PE or SE. **Embankment Specification has been provided. The sheet must be signed by a PE or SE.**

Wetland Review Comments

1. Provide signed copy of ACOE permit with conditions/requirements. **Not Provided.**

General Comments on Final Engineering Plans/Exhibits

Page 5 of 14

- 2. The circulation around the Day Care seems confusing. Further discussion or details need to be added to avoid conflicts. HRG/VOA will send sketch to explain comment. HR Green to review with VOA for comment response.
- 3. Add stop sign/stop bar from east bound traffic entering main entrance on north side of building. Also add right turn only to avoid conflict with inbound drop-off/pick-up traffic. **HR Green to review with VOA for comment response.**

Page 7 of 14

3. Remove the bend in the proposed water main west of the fire hydrant on Lot 1. OK, HR Green has confirmed with VOA Public Works Department. Provide Record Drawings of all public improvements specifically denoting the manholes, valve vaults, hydrants, and bends in the pipe for future reference. Record Drawings shall be in both paper and digital copy.

Lavelle Subdivision – Antioch Daycare and Retail Development

Review No. 2 - Final Plat/Final Engineering (Short Form)

Project No.: 86110329-MU03 January 25, 2012

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Page 7A of 14

- 3. Add manhole detail to show how the existing and proposed force mains will be installed in the existing sanitary manhole along with information on how it will transition into the 8" gravity sewer. Additional information needs to be added to ensure the force main discharge can be directed into the 8" gravity sewer. Also show existing 2" force main which enters on the south side the existing manhole.
- 4. Add access and utility easements over the water main and force mains across the properties from the existing manhole to the proposed subdivision. **Not addressed.**

Page 10 of 14

1. Village staff to review this sheet and offer comments, if any. **VOA to respond.**

Page 12 of 14

- Use Village details if available and the Public Works staff will review the proposed material standards and pipe installation details to confirm they are acceptable. HR Green/VOA will forward detail comments under separate cover. OK, confirm with VOA-PW Department.
- 4. Add grinder unit details/specs to plans for review and future reference for the proposed lots sewer system. **OK**, details and specs will be provided by Architect and MEP for each building.

Page 14 of 14

1. Remove preliminary layout notes and finish details and design info for the stormwater lift station. **OK**, **shop drawings will be submitted for approval prior to construction.**

Recapture Agreement fees

1. The developer needs to work with the Village staff to determine the recapture fee amounts for both the sewer and water. **Developer working with VOA.**

Engineers Opinion of Probable costs

3. A separate letter will be provided by HR Green to the Village of Antioch regarding the approved EOPC from Manhard with the recommended Letter of Credit Amount.

Mr. Dustin Nilsen Village of Antioch

Lavelle Subdivision – Antioch Daycare and Retail Development Review No. 2 - Final Plat/Final Engineering (Short Form)

Project No.: 86110329-MU03

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LCDOT / IDOT Response Letters

LCDOT Response

The Village and HR Green are in receipt of a letter from LCDOT stating they have no objection to the retaining walls or sidewalk locations, however they do request that a crosswalk be added to connect the sidewalks on the north side of Route 173 to the proposed sidewalk on the south side of Route 173 and Deep Lake Road intersection. Please coordinate with IDOT to understand the details and requirements to provide a crosswalk in this recommended location and if IDOT will allow the Village of Antioch, as agreed, to defer this improvement until the development of Lot 2.

IDOT Response

VOA and HR Green are still awaiting IDOT response to the Manhard letter requesting approval for the location of the sidewalk and retaining wall.

Based on our review and coordination meeting with the Village Staff and the Developers Consultants, HR Green recommends approval of the Final Plat of Subdivision, Final Engineering Plans, and supplemental information pending the completion of the technical items mentioned above.

Sincerely,

HR GREEN, INC.

Timothy J. Hartnett

Tweethy J. Hackett

Vice President/Village Engineering Consultant

TJH/dmw

cc: Mr. Jim Keim, Village of Antioch

Mr. Ryan Solum, Manhard Consulting, Ltd.



MEMO

TO: Ken Karasek, Chairman; and Members of the

Combined Planning Commission and Zoning Board

FROM: Dustin Nilsen, AICP Director of Community Development

DATE: January 24, 2012

RE: Proposed final plat of subdivision; LaVelle Subdivision; Illinois Rt.173 and Deep

Lake Road.; LaVelle Family Partnership; PZB12-01; RECOMMENDATION TO

APPROVE WITH CONDITIONS

BACKGROUND:

This report is in preparation for the P&Z Board's meeting scheduled for Thursday, January 26, 2012; 7:30 PM. Since the Preliminary Plat approval of the LaVelle Subdivision on December 19, 2011, final engineering and final subdivision plat documents have been submitted and reviewed pursuant to Section 11-2-4 of Title 11 of the Antioch Municipal Code. As part of the subdivision entitlement process, the Planning and Zoning Board is now asked to review the final subdivision plat, to ensure substantial conformance with the preliminary plat, as approved.

Conformance with the Preliminary Plat: Attached you will find excerpts of the preliminary plat documents approved as a part of the LaVelle Subdivision. The proposed final plat lot configuration establishes three building pad sites, the commonly held naturalized detention pond, cross access easements, and associated offsite easements to allow improvements and cross access to the properties west of the parcel. Based on the review of the Original Site Plan and Preliminary Phasing, the plat can be determined to be in substantial conformance.

Engineering Comments. Final Engineering documents have been submitted and reviewed by the Village Staff and HR Green Engineering. Due to the size of the final engineering documents staff has provided reduced sized versions of the plat submission exhibits along with engineering for your review. Final Engineering is nearing completion and any necessary modifications are technical in nature and should not impact the final platting documents. The final review letter provided by HR Green is attached as part of this review.

RECOMMENDATION

Staff recommends that the P&Z Board approve the final plat, with the conditions that outstanding technical issues are resolved prior to the recordation of the plat or issuance of site development permits.

Conditions are as Followed:

- 1. Resolution of Final Engineering Comments as listed in the HR Green Memo Dated January 25, 2012.
- 2. Approval of Final Covenants and Operating Conditions as submitted to Village Legal.
- 3. Submission of the Dormant SSA Ordinance regarding site improvements and maintenance
- 4. Payment of Necessary Recapture Agreements for Water and Sewer to the Village of Antioch and ECB LLC.
- 5. Submission of Performance Bonds and Security Instruments to the Benefit of the Village based upon the Engineers Estimate of Probable Costs.
- 6. Final Approval and Permits by outside agencies including the US Army Corp of Engineers.

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This document prepared by and after recording return to:

Thompson Coburn LLP 55 East Monroe Street, 37th Floor Chicago, IL 60603 Attn: Charles Mangum

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made and entered into this _____ day of ______, 2012, by and between THE LAVELLE FAMILY LIMITED PARTNERSHIP LLLP, an Illinois limited liability limited partnership ("Lavelle") and A CHILD'S PLACE, INC., an Illinois corporation ("Child's Place").

RECITALS

- A. Lavelle is the owner of that certain real property situated in the City of Antioch ("Antioch"), Lake County, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which real property is made up of four (4) separate parcels, legally described on Exhibit "A" and referred to herein individually as "Lot 1", "Lot 2", "Lot 3" and "Lot 4".
- B. Lavelle intends to develop or allow or cause the development of Lots 1, 2 and 3 as retail/commercial sites.
- C. Pursuant to that certain Vacant Land Sales Contract dated April 21, 2011, by and between Lavelle and Child's Place, Lavelle intends to convey to Child's Place Lot 3.
- D. Lavelle intends to develop or allow or cause the development of Lot 4 as a stormwater detention area/detention pond.
- E. The parties hereto desire to impose certain easements upon the Lots (as hereinafter defined), and to establish certain covenants, conditions and restrictions with respect to said Lots, for the mutual and reciprocal benefit and complement of Lots 1, 2, 3 and 4 and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Lavelle and Child's Place do hereby declare that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Lots

shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns, covenant and agree as follows:

AGREEMENTS

1. <u>Definitions.</u> For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean Lavelle and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Lot" or "Lots" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as described on Exhibit "A", that is, Lots 1, 2, 3, and 4, and any future subdivisions thereof.
- (c) The term "Permittee(s)" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Site Plan" shall mean that site plan of the Lots attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.
- (e) The term "Driveway Easement Area" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits, in the location on the Lots as shown cross-hatched on the Site Plan.
- (f) The term "Panel" or "Panels" shall mean each separately identified sign panel constituting a part of the Pylon Sign (as hereinafter defined) as identified on Exhibit "C", that is Panels 1, 2 and 3.
- (g) The term "Operator", subject to the provisions of this Section 1(k), shall initially mean _______, or its nominee ("______"). ______shall have the right to resign from its role as Operator, effective upon sixty (60) days written notice to the Owners. During said sixty (60) day period, the Owners shall agree on a new Operator. In the event that the Owners cannot agree on the Operator during said sixty (60) day period, then and in such event, the Owner or Permittee of Lot 2 shall have the right to become the Operator. In the event that the Owners do not elect within the 60 day period to

become the Operator, then and in such event, there will not be an Operator and the obligations set forth in Sections 3.3, 3.4, 3.5 and 3.6 below shall be performed in accordance with Section 3.8. Notwithstanding anything to the contrary herein, the Operator shall have the right to resign, effective upon sixty (60) days written notice to the Owners. In addition, any Owner shall have the right to terminate the Operator effective upon sixty (60) days notice to the Operator and Owners in which event there will not be an Operator or alternatively, any Owner shall have the right to terminate the Operator and propose a new Operator effective upon sixty (60) days notice to the Operator and Owners. In the event that the Owners cannot agree on the Operator during said sixty (60) day period, then and in such event, there will not be an Operator and the obligations set forth in Sections 3.3, 3.4, 3.5 and 3.6 below shall be performed in accordance with Section 3.8.

(h) The term "Shopping Center Parcel" shall mean the real property legally described on Exhibit "A" attached hereto and made a part hereof, and shown on the Site Plan attached hereto as Exhibit "B".

2. Easements.

- **2.1** Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby declare that the Lots, and all Owners and Permittees of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Lots and all present and future Owners and Permittees of the Lots:
 - (a) Access Easement. An easement for access, ingress and egress over the paved driveways, roadways and walkways as presently or hereafter constructed and located on the Driveway Easement Area on the Shopping Center Parcel, for access, ingress, egress and for vehicular and pedestrian traffic between the Lots, to and from adjacent streets and right of way. Such easement shall not be construed to constitute a public dedication of the Shopping Center Parcel or to create an easement for parking.
 - (b) <u>Utility Easement</u>. An easement ("Utility Easement") to transmit through, use and maintain utility lines, including but not limited to water supply lines, sanitary sewer, lift station, storm sewer, electrical, gas, telephone, cable television and water lines ("Utility Lines") within the areas indicated as Utility Easement on Exhibit "B" attached hereto. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface (except for such parts thereof that cannot and are not intended to be placed below the surface). Each Owner (and/or its Permittee), at its sole cost and expense, shall maintain and repair (or cause to be maintained and repaired) the Utility Lines (wherever located) which only service its Lot. Each Owner (and/or its Permittee), at its sole cost and expense, shall maintain and

repair (or cause to be maintained and repaired) that portion of the Utility Lines located on its Lot, which service all the Lots.

- (c) Storm Water Discharge Easement and Detention Pond Easement. An easement over, across and through the storm sewer lines, as part of the Utility Lines, located on the Shopping Center Parcel and into the detention ponds located on Lot 4, within the area indicated shown on Exhibit "B" ("Detention Pond") for the purpose of permitting the discharge of storm water and naturally occurring surface water run-off from the Shopping Center Parcel into the storm lines and into the Detention Pond and detaining and retaining the water in the Detention Pond.
- (d) <u>Sign Easement</u>. An easement over that portion of Lot __, for the benefit of Lots __ and __, shown indicated on Exhibit "B" as "Sign Easement" for the purpose of installing, maintaining and using the pylon sign (the "Pylon Sign") in the location marked on Exhibit "B" and utility lines appurtenant thereto, including the right to install identification sign panels on the Pylon Sign. The Owner (or Permittee) of Lot __ shall have the right to use the sign Panel indicated as Panel __ on Exhibit "C", the Owner (or Permittee) of Lot __ shall have the right to use the sign Panel indicated as Panel __ on Exhibit "C" and the Owner (or Permittee) of Lot __ shall have the right to use the sign Panel indicated as Panel __ on Exhibit "C". The easement rights granted hereunder shall also include an underground electrical easement within the area indicated as "Sign Utility Easement" on Exhibit "B", for the purpose of installing and providing electrical service to the Pylon Sign.
- (e) <u>Maintenance Easement</u>. The Operator, Owners and Permittees shall have an easement over the Shopping Center Parcel to perform the maintenance required pursuant to Section 3 of this Declaration.
- **2.2 Indemnification**. Each Owner ("Indemnifying Owner") having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Lot is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Indemnifying Owner, its contractors, employees, agents, or others acting on behalf of such Indemnifying Owner.

2.3 Reasonable Use of Easements.

(a) The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot, including, without

limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

- (b) The Owner of each Lot served by such Utility Lines shall not unreasonably withhold its consent to the reasonable relocation of such Utility Lines requested by the Owner of a Lot where such Utility Lines are located, at such requesting Owner's sole cost and expense, so long as the use and capacity of the Utility Lines are not diminished or interrupted and the remaining provisions of this Section 2.3 are complied with and the Utility Lines are to be relocated on the Lot owned by the Owner that is requesting that the Utility Lines be relocated.
- Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion (consistent, however, with Antioch's approved building permits and construction phasing approvals), so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Lot of another Owner for the exercise of any right pursuant to the easements granted herein, or to prosecute work on such Owner's own Lot if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Lot, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Lot upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

3.1 General. Each Owner shall maintain (or caused to be maintained) its Lot in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris and such maintenance shall be consistent with all applicable rules, regulations, terms and conditions imposed by any permit or other operative document issued by Antioch, the Illinois Department of Natural Resources, the United States Army Corps of Engineers or other body having jurisdiction over the Shopping Center Parcel and the environmental impact generated by the development of the Shopping Center Parcel. Notwithstanding any provision of this agreement, no Owner or Operator shall take any action which does not comply with any such applicable rule, regulation, term or condition, nor shall any Owner or Operator take any action which

jeopardizes the compliance of the Shopping Center Parcel with any such applicable rules, regulations, terms or conditions.

- 3.2 **Buildings and Appurtenances Thereto.** Each Owner and/or its Permittee covenants to keep and maintain, or cause to be kept and maintained, at its sole cost and expense, the building(s) located from time to time on its respective Lot in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Lot, the Owner of such Lot shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild (or cause to be repaired, restored or rebuilt) such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) demolish and remove (or cause to be demolished and removed) all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in Subsection 3.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.
- 3.3 Parking and Driveway Area. Subject to Section 3.7 below, each Owner (and/or its Permittee) of a Lot covenants at all times during the term of this Declaration at its sole cost and expense, to operate and maintain or cause to be operated and maintained at its expense the Driveway Easement Area located on its Lot and all parking, driveways, sidewalks and landscaping located on its Lot in good order, condition and repair. Each Lot shall at all times during the term of this Declaration comply with applicable governmental parking ratio requirements in effect at the time of construction of improvements thereon, the intent being that each Lot shall be self-sufficient for vehicular parking pursuant to the Antioch zoning ordinance. No vehicular parking rights or "crossparking" rights are granted hereunder by one Owner to the other. Following the construction of improvements thereon, maintenance shall include, without limitation, maintaining and repairing the Driveway Easement Area located on its Lot, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris, snow and ice removal and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such areas in a clean, safe and orderly condition. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the parking and driveway areas on its Lot and to construct, expand or relocate any building on its Lot, provided (i) with respect to any change to the driveway and parking areas on Lots 1, 2 and 3; (ii) the reciprocal easements between the Lots pursuant to Section 2.1(a) shall not be closed or materially impaired; (iii) the driveway located on the Driveway Easement Area shall not be so altered. modified, relocated, blocked and/or removed without the express written consent of all

Owners (which the Owners may withhold in their sole discretion); and (iv) the same shall not violate any of the provisions and easements granted in Section 2.

- **3.4** <u>Utilities</u>. (a) Subject to Section 3.7 below, each Owner shall at all times during the term of this Declaration construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations (wherever located) which only service the Lot of such Owner.
- (b) Subject to Section 3.7 below, each Owner and/or its Permittee (and/or, during the continuance of the Gregg Lease, Gregg) shall at all times during the term of this Declaration operate and maintain or cause to be operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations which are located on its Lot which service other Lots.
- **3.5 Storm Water**. (a) Subject to Section 3.7 below, each Owner shall at all times during the term of this Declaration operate and maintain or cause to be operated and maintained, in good order, condition and repair, at its sole expense, any storm water, storm sewer lines or other installations (wherever located) which only service the Lot of such Owner.
- (b) Subject to Section 3.7 below, each Owner shall at all times during the term of this Declaration operate and maintain or cause to be operated and maintained, in good order, condition and repair, at its sole expense, any storm water, storm sewer lines or other installations which are located on its Lot, which service other Lots.
- 3.6 <u>Signs</u>. The Owner and/or its Permittee of Lot ____, shall at all times during the term of this Declaration maintain, repair, replace, and keep in good condition and repair the Pylon Sign and all costs incurred in connection therewith shall be hereinafter referred to as the "Sign Maintenance Expenses." The tenants or occupants having identification sign panels on the Pylon Sign shall at their sole cost and expense, maintain, repair, replace, and keep in good condition and repair its respective identification sign panels as required by the terms of this Declaration. The obligation to pay a Common Area Pro Rata Share (as defined and set forth in Section 3.7 below) for the Pylon Sign shall exist regardless of whether there is an Operator.
- 3.7 Operator. In the event there is an Operator, the Operator shall perform all the maintenance obligations required under Paragraphs 3.3, 3.4, 3.5 and 3.6 above and all costs and expenses incurred by the Operator, including management fees, in satisfying the obligations in Paragraphs 3.3, 3.4, 3.5 and 3.6 above shall be "Common Area Expenses" which shall be shared and paid for by each Lot and the Owners and/or its Permittees thereof as follows. The pro rata share ("Common Area Pro Rata Share") of each Lot and the Parties that are Owners thereof shall be (i) _____% for the Owner of Lot 1; (ii) _____% for the Owner of Lot 2; (iii) _____% for the Owner of Lot 3; and (iv) _____% for the Owner of Lot 4. A Lot shall not be obligated to pay a Common Area Pro Rata

Share of Common Area Expenses until the building foundation has been completed for that particular Lot nor shall the gross square foot area of that particular Lot be included in the denominator for calculating the Common Area Pro Rata Share until a building foundation has been completed for that particular Lot.

Notwithstanding the foregoing, the Common Area Pro Rata Share for the Pylon Sign shall be calculated as follows: the pro rata share of each Lot shall be a fraction, the numerator of which is the size of the identification sign panel of the particular tenant or occupant of that particular Lot and the denominator of which is the size of the identification sign panels of all tenants or occupants on the Pylon Sign. A Lot shall not be obligated to pay a Common Area Pro Rata Share for the Pylon Sign until the identification sign panel has been completed and is being used for that particular Lot.

The Operator shall submit itemized invoices to the Owners and/or its Permittee not more often than on a monthly basis for each Owner's Common Area Pro Rata Share of the maintenance, repair, replacement, lighting, snow and ice removal and maintenance and operation costs incurred by the Operator pursuant to Paragraphs 3.3, 3.4, 3.5 and 3.6 above, which will include a market rate management fee in an amount not to exceed fifteen percent (15%) of such costs, which invoices shall be paid within thirty (30) days after receipt.

Each Owner's and/or its Permittee's, Common Area Pro Rata Share with respect to the Common Area Expenses for each calendar year shall be estimated annually (the "Annual Estimate") by the Operator, and such estimate shall be provided to each Owner and/or its Permittee no later than November 1st of the preceding year. The amounts billed to each Owner and/or its Permittee in a particular calendar year shall be based upon such Owner's and/or its Permittee's Common Area Pro Rata Share of the Annual Estimate for such calendar year. As soon as reasonably feasible after the end of each calendar year but in no event later than March 31, the Operator shall prepare and deliver to each Owner and/or its Permittee a statement ("Common Area Annual Statement") showing the Owner's and/or its Permittee's actual Common Area Pro Rata Share of the Common Area Expenses. Within thirty (30) days after its receipt of the aforementioned statement, each Owner and/or its Permittee shall pay to the Operator, or the Operator shall credit against the next Common Area Expenses payment or payments due from such Owner and/or its Permittee, as the case may be, the difference between the Owner's and/or its Permittee actual Common Area Pro Rata Share of the Common Area Expenses for the preceding calendar year and the Owner's proportionate share of the Annual Estimate during such year.

The records that Operator maintains with respect to Common Area Expenses shall be retained by Operator for a period of two (2) years following the date on which such costs were billed to each Owner and/or its Permittee. Each Owner and/or its Permittee shall have the right, through its representatives, to examine, copy and audit such records at reasonable times, upon not less than ten (10) days' prior notice, and at such place

within the continental United States as Operator shall reasonably designate from time to time for the keeping of such records. All costs of any such audit shall be borne by such requesting Owner and/or its Permittee; provided, however, that if such audit establishes that the actual Common Area Expenses for the calendar year in question are less than Operator's final determination of the Common Area Expenses, as set forth in the Annual Estimate, by at least five percent (5%), then Operator shall pay the reasonable cost of such audit. If, as a result of such audit, it is determined that such requesting Owner and/or its Permittee must pay additional amounts to Operator on account of Common Area Expenses or that such Owner and/or its Permittee has overpaid Operator on account of Common Area Expenses, then the undercharged or overpaid party promptly shall reimburse the other party for the payments due.

3.8 Maintenance When No Operator. Notwithstanding anything to the contrary herein, in the event there is no Operator, then and in such event, the Owner of each Lot and its Permittee covenants to perform, or cause to be performed, at its sole cost and expense, the obligations set forth with respect to their Lot and the obligations set forth in Sections 3.3, 3.4, 3.5 and 3.6 above; provided, however, with regard to the Sign Maintenance Expenses and Pylon Sign electrical costs, the Owner of each Lot and its Permittee who incurs such costs shall submit itemized monthly invoices to the other Owner and its Permittee for its Common Area Pro Rata Share of such Sign Maintenance Expenses and Pylon Sign electrical costs, which invoices shall be paid within thirty (30) days after receipt. In addition, each Owner and/or its Permittee will have audit rights as set forth in the preceding paragraph.

4. <u>Construction of Improvements.</u>

- **General**. Every building, now or in the future constructed on the Lots shall be constructed in a good and workmanlike manner using union labor, free and clear of liens so that the same is in compliance with all applicable laws, ordinances, rules and regulations and so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot.
- **4.2** <u>Driveway Easement Area</u>. Each Owner shall be responsible for the construction of the roadway on that portion of the Driveway Easement Area located on its Lot (collectively, the "Driveway").

5. Restrictions.

5.1 General. Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot which is illegal.

- **5.2 Prohibited Uses**. The Lots may not be used for any of the following uses:
 - (1) Any use which is a public or private nuisance.
 - (2) Any use which produces noise or sound that is objectionable due to intermittence, high frequency, shrillness or loudness.
 - (3) Any use which produces obnoxious odors.
 - (4) Any use which produces noxious, toxic, caustic or corrosive fuel or gas.
 - (5) Any use which produces dust, dirt or fly ash in excessive quantities.
 - (6) Any use which produces fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks).
 - (7) Any warehouse or storage facility.
 - (8) Any assembling, manufacturing, industrial, distilling, refining, smelting, agriculture or mining operation.
 - (9) Living quarters, sleeping, apartment or lodging rooms.
 - (10) Any establishment selling or exhibiting pornographic materials; provided, however, that a Blockbuster or other nationwide chain video store shall be permitted.
 - (11) A massage parlor, or the business of "adult" materials, including, without limitation, magazines, books, movies, videos, and photographs; provided, however, that a Blockbuster or other nationwide chain video store shall be permitted.
 - (12) Any mortuary, funeral home, crematorium, cemetery or similar facility.
 - (13) Any movie theater, skating rink, bingo parlor, bowling alley, game room (unless incidental to a restaurant), pool or billiard parlor or room, game arcade or amusement center.
 - (14) Any lounge (unless incidental to a restaurant), tavern, nightclub, disco, discotheque, strip show, or any business offering live entertainment of any kind.
 - (15) Any establishment which sells alcoholic beverages for on-site or off-site consumption, other than in connection with a pharmacy, a restaurant or a

food store or grocery store that is not prohibited by the terms of Section 5.2(b) above.

- (16) Pawn shops.
- (17) Any flea market.
- (18) Any carnival, amusement park or circus.
- (19) Off-track betting sites.
- (20) Any gymnasium, sport or health club or spa.
- (21) Any sale of new or used motor vehicles, trailers or mobile homes.
- (22) Any banquet hall, auditorium or other place of public assembly.
- (23) Any training or educational facility (including, but not limited to, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers).
- (24) Any office other than office use that includes adequate self-contained parking meeting applicable municipal requirements.
- (25) Any governmental body or subdivision or agency of a governmental body.
- (26) Any gas station, oil lube center, tire store or car wash.
- (27) Any use which violates Antioch zoning and/or building codes.
- Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain (or cause to be procured or maintained) general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 2.2 above), death, or property damage occurring upon such Owner's Lot, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Any tenant or occupant of a Lot may elect to self-insure (so long as it has a net worth in excess of \$100,000,000) and/or carry insurance required hereunder under master or blanket policies of insurance. All insurance required to be maintained (excluding self-insurance) shall be maintained by insurance companies authorized to do business the State of Illinois having a current A.M. Best rating of no less than A-/VII.

- **Taxes and Assessments.** Each Owner shall pay, or cause to be paid, all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.
- **8.** No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Lots 1, 2, 3 or 4. No easements, except those expressly set forth in Section 2 shall be implied by this Declaration; in that regard, and without limiting the foregoing, no easements for parking are granted or implied.

9. Remedies and Enforcement.

- **9.1** All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Permittees shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- 9.2 In addition to all other remedies available at law or in equity, upon Self-Help. the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.
- **9.3 Lien Rights**. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Lot of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Lake County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all first mortgage liens, whenever recorded, and all

liens recorded in the Office of the County Recorder of Lake County, Illinois prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein (except first mortgage liens) shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

- **9.4** Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- **9.5 No Termination For Breach**. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
- **9.6** Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Section 2, 3, 4 or 5 of this Declaration, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Sections 2, 3, 4 or 5 of this Declaration, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections 2, 3, 4 or 5 of this Declaration.
- 10. <u>Term.</u> The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Lake County Recorder ("Effective Date") and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of Lots 1, 2, 3 and 4 in accordance with Section 11.2 hereof.

11. Miscellaneous.

11.1 <u>Attorneys' Fees</u>. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

- **11.2 Amendment**. The Owners agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Lots 1, 2, 3 and 4 evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Lake County, Illinois.
- 11.3 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing.
- **11.4 No Waiver**. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default
- 11.5 <u>No Agency</u>. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 11.6 <u>Covenants to Run with Land</u>. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 11.7 Grantee's Acceptance. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- 11.8 <u>Separability</u>. Each provision of this Declaration and the application thereof to Lots 1, 2, 3 and 4 are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the

validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Lots by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

- **11.9 Time of Essence**. Time is of the essence of this Declaration.
- **11.10** Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- 11.11 <u>Notices.</u> Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of Child's Place and Lavelle are as follows:

Child's Place:	
	Attn:
	Fax: ()
with copies to:	
	Attn:
	Fax: ()
<u>Lavelle</u> :	The Lavelle Family Limited Partnership LLLP
	440 E. Highway 173 Antioch, Illinois 60081
	Attn: John Lavelle
	Fax: ()
with copies to:	Thompson Coburn LLP
	55 East Monroe Street, 37 th Floor
	Chicago, Illinois 60603
	Attn: Charles Mangum
	Fax: (312) 782-1841

- **11.12** <u>Governing Law</u>. The laws of the State in which the Lots are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.
- 11.13 <u>Estoppel Certificates</u>. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.
- **11.14 Bankruptcy**. In the event of any bankruptcy affecting any Owner or occupant of any Lot, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
- **11.15** <u>Counterparts</u>. This Declaration may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

[Remainder of page intentionally left blank; signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first written above.

By:______

Name:_____

Its:_____

THE LAVELLE FAMILY LIMITED PARTNERSHIP LLLP, an Illinois limited

A CHILD'S PLACE, INC., an Illinois corporation

By:_____

Name:_____

Its:

5470700.4

NOTARIAL ACKNOWLEDGMENTS

STATE OF ILLINOIS)	SS		
COUNTY OF COOK))	33		
The undersigned, a Notar certify that as the appeared before me this day, in instrument as his own free and v said limited partnership for the u	of person, a voluntary	The Lave	who subscribed elle Family L ledged that he s the free, volunta	igned and delivered the said
GIVEN under my hand a	nd notari	al seal this	day of	, 2012.
		:	Notary Public	
My commission expires:				
STATE OF ILLINOIS COUNTY OF)	SS		
The undersigned, a Notar certify that as the person, and acknowledged that s and voluntary act and as the fre uses therein set forth.	of s/he signe	A Child's led and deliv	who subscribed Place, Inc., apper Place wered the said in	strument as her/his own free
GIVEN under my hand a	nd notari	al seal this	day of	, 2012.
			Notary Public	
My commission expires:				

CONSENT OF MORTGAGEE

	(the "Mort	gagee"), as holder c	of a mortgage or deed of
trust in the property to be encume hereby consents to the execution a shall be bound by this instrument property.	and recording of sa	aid instrument, and	l agrees that Mortgagee
IN WITNESS WHEREO duly authorized, 2012.			
	By:		
	Name:		
	Title:		
STATE OF) COUNTY OF)	SS		
The undersigned, a Notary hereby certify that of person, and acknowledged that he voluntary act and as the free, volunt, for the uses therein	signed and deliver	who subscribed to the said instrum	he foregoing instrument before me this day, in tent as his own free and
GIVEN under my hand and		day of	, 2012.
	_ N	otary Public	

Exhibit "A"

Legal Descriptions of Lots 1, 2, 3 and 4

Lot 1

Lot 2

Lot 3

Lot 4

Exhibit "B"

Site Plan

Exhibit "C"

Panels

ORDINANCE	
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AN ORDINANCE RATIFYING THE ESTABLISHMENT OF A SPECIAL SERVICE AREA WITHIN THE VILLAGE OF ANTIOCH (LAVELLE SUBDIVISION)

WHEREAS, Article VII, Section 7, of the Constitution of the State of Illinois grants the Village of Antioch the constitutional and statutory authority to establish special service areas; and

WHEREAS, special service areas are established pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Law"), which provides for the levying or imposing of taxes for the provision of special services to areas within the boundaries of non-home rule municipalities; and

WHEREAS, the "Petitioners" are the owners of the real property commonly known as the Lavelle Subdivision as depicted on Exhibit A, attached hereto and made a part hereof, within the Village of Antioch, and legally and commonly described in Exhibit B, attached hereto and made a part hereof (the "Area"), and

WHEREAS, the Petitioners have petitioned the Village to approve their proposed final plat of subdivision on land comprising the entire Area, and

WHEREAS, the Area includes certain environmentally sensitive wetlands (the "Loon Lake Wetlands") which are included within the drainage basin that feeds into East Loon Lake, and which are identified as ADID wetlands by the Illinois Department of Natural Resources and certain other governmental agencies with jurisdiction over wetland protection, and

WHEREAS, the Illinois Department of Natural Resources, individually and in conjunction with the United States Army Corps of Engineers and the Lake County Stormwater

Management Commission has approved the proposed final plat of the Lavelle Subdivision, subject to certain conditions that are required of the Petitioners to build and maintain in perpetuity certain drainage, retention and detention facilities to be located in the Area, and

WHEREAS, the Village, as the municipality in which the Area is located, has required, as a condition of the approval of the final plat of subdivision, that the Petitioners not only install all the foregoing drainage, retention and detention facilities at their own, sole cost and expense, but also to bear the entire cost of maintaining the same in perpetuity, which condition has been expressly accepted by the Petitioners, and

WHEREAS, to secure the foregoing obligations of the Petitioners, the Village's Corporate Authorities find that it is in the public interest that a Special Service Area be established and formed to provide special services as set forth below ("Special Service") if required because the Petitioners or their successors and assigns do not undertake the actions set forth below. These actions, as determined by the Village in its sole discretion, but without any obligation whatsoever to do so, in the Area strictly limited to the following:

- 1. Operation, maintenance, restoration, and preservation of the Loon Lake Wetlands area, as deemed necessary and appropriate by the Village's Corporate Authorities individually or in consultation with the United States Army Corps of Engineers, the Illinois Department of Natural Resources or the Lake County Stormwater Management Commission; and
- 2. Maintenance, restoration, landscaping, repair, replanting and reseeding of open space, common areas, and natural areas all in accordance with best management practices, including but not limited to those described in the final plat of subdivision of the Area, including any engineering requirements or management plan recorded with,

attached to, or referenced in the final plat of subdivision, as deemed necessary and appropriate by the Village's Corporate Authorities individually or in consultation with the United States Army Corps of Engineers, the Illinois Department of Natural Resources and the Lake County Stormwater Management Commission; and

- 3. Maintenance, restoration, and repair of compensatory storage areas, drainage ways and facilities, stormwater drainage areas, retaining walls, floodplains, and bioswales, within the Area including but not limited to maintenance of landscaping, including grass and shrub trimming, tree plantings, fertilizing and dead material replacement, mosquito abatement and, removal of debris, obstructions or other impediments as deemed necessary and appropriate by the Village's Corporate Authorities individually or in consultation with the United States Army Corps of Engineers, the Illinois Department of Natural Resources and the Lake County Stormwater Management Commission; and
- 4. In furtherance of the Special Services, the Village may charge professionals', contractors' and consultant's fees and costs associated with undertaking the the Special Services to the Special Service Area for payment thereof.

WHEREAS, under no circumstances shall the provision of such Special Services by the Village constitute an acceptance by the Village of any personal property or real property within the Area (other than the specific dedications, if any, provided for by the final plat of subdivision itself); and

WHEREAS, The term of the subject Special Service Area shall be perpetual and the nature of the Special Services involved is strictly limited to maintenance and repair of the stormwater structures and wetlands described hereinabove; and

WHEREAS, the Corporate Authorities further find as follows:

- a) that the Area is compact and contiguous and constitutes a separate and distinct subdivision of the Village;
- b) that the Area will benefit specially from the Special Services to be provided;
- c) that the Special Services are in addition to municipal services provided to the
 Village as a whole; and
- d) it is therefore in the best interests of the Village to provide for the levy for special taxes against said Area for the Special Services be provided in the event the owners of the Area fail to maintain the Area as required by the final plat of subdivision and any engineering; and

WHEREAS, a public hearing shall be held on the _____ day of March, 2012, at 7:30 p.m., at the Antioch Village Hall, 874 Main Street, Antioch, Illinois to review the creation and establishment of the subject Special Service Area of the Village of Antioch in the Area, as required by 35 ILCS 200/27-30; and

WHEREAS, at the public hearing there will be considered the levy of an annual tax not to exceed the annual rate of 0.600 percent of the assessed value, as equalized, of the real property within the subject Special Service Area ("Tax"), said tax to be levied annually from the date of this Ordinance to finance the Special Services. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Law. Notwithstanding the foregoing, said Tax shall be abated on a yearly basis through passage by the Village of the appropriate ordinance or resolution and said Area shall be "dormant" so long as the Special Services are performed by the Petitioner ortheir successors or assigns. The Village shall levy the Tax and not abate it only if the Petitioners ortheir successors or assigns fail to provide the Special

Services described herein and the Village elects to assume some or all of the said responsibilities; and

WHEREAS, notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Antioch, Illinois, specifically, the Lake County News-Sun. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed subject Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property; and

WHEREAS, all persons affected by the proposed formation of the subject Special Service Area shall be given an opportunity to be heard regarding the proposed formation of and the boundaries of the Special Service Area and shall be given the right to object to the formation of the proposed special service area and the levy of taxes affecting the Area within 60 days from the adjournment of said public hearing; and

WHEREAS, this ordinance is being considered prior to the public hearing, as allowed by 35 ILCS 200/27-30, and as such, Corporate Authorities shall hear and determine all protests and objections at the hearing. At the public hearing or at the first regular meeting of the corporate authorities thereafter, the Corporate Authorities may delete any specific portions of land from the final, approved special service area. However, the special service area must still be a contiguous area as defined in 35 ILCS 200/27-5;

NOW THEREFORE, BE IT ORDAINED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION 1: The recitals and findings set forth above are hereby incorporated into this Ordinance by this reference as if fully set forth herein. All defined terms herein shall have the same meaning and definition as those defined terms set forth in the recitals.

SECTION 2: That a Special Service Area is hereby established and consists of the Area, said real property being depicted in Exhibit A hereof and legally and commonly described Exhibit B hereof. The term of the Special Service Area is perpetual.

SECTION 3: The provision of the Special Services, as determined by the Village in its sole discretion without any obligation whatsoever to do so and as defined above, to the Area shall be financed by the levy of an annual tax not to exceed the annual rate of .600 percent of the assessed value, as equalized, of the real property within the Special Service Area. Under no circumstances shall the provision of such Special Services by the Village constitute an acceptance of any personal property or real property within the Area.

SECTION 4: Notwithstanding any other provisions contained herein the Tax shall be abated by the appropriate ordinance or resolution of the Village and said Area shall be "dormant" so long as the Special Services are performed by the Petitioners or their successors or assigns. The Tax shall not be abated and shall take effect only if the Petitioners or their successors or assigns, fail to maintain, repair, or replace the Special Services. Such failure to maintain, repair, replace, or provide the Special Services shall be established when the Petitioners, their successors or assigns, fail to cure or commence the cure of such failure to maintain within thirty (30) calendar days after receiving written notice from the Village that provides a specific description of the maintenance activities that have not been performed. The Village will thereafter annually levy hereunder up to the maximum rate specified herein for the cost of the said services, thereby activating the Special Service Area

Service Area will be determined based upon the estimated budget for the Special Services described herein established by the Village based on the history of actual costs for prior years, if any, and anticipated costs for the Special Services for the Area described herein;

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent necessary to resolve such conflict.

SECTION 7: The Village Clerk is directed to record a certified copy of this ordinance establishing or altering the boundaries of a special service area, containing a legal description of the territory of the area, the permanent tax index numbers of the parcels located within the territory of the area, an accurate map of the territory, a copy of the notice of the public hearing, and a description of the special services to be provided within 60 days next following its passage, approval and publication, as required by 35 ILCS 200/27-40.

SECTION 8: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form, which is hereby authorized, as provided by law.

PASSED BY	THE BOARI	O OF TRUSTEES	OF THE	VILLAGE	OF ANTIO	CH, ILLINC)IS,
ON THIS	_ DAY OF _		, 2012.				
ATTEST:							

	LAWRENCE M. HANSON, MAYOR
CANDI L. ROWE, VILLAGE CLERK	<u> </u>

MAYOR
Dorothy A. Larson

CLERK Candi L. Rowe



TRUSTEES

Robert J. Caulfield, Jr.
Dennis B. Crosby
Lawrence M. Hanson
Robert McCarty
Scott A. Pierce
Michael W. Wolczyz

October 8, 2007

Ms. Kathi Davis
Illinois Department of Natural Resources
Impact Assessment Section
Division of Ecosystems & Environment
Office of Realty and Environmental Planning
One Natural Resources Way
Springfield, Illinois 62702-1271

Re: Antioch Retail Development
IL Route 173 and Deep Lake Road
Endangered Species Consultation Program
Natural Heritage Database Review #04-03174
Antioch, Lake County, Illinois

Dear Ms. Davis:

This letter is in response to the comments received from your office regarding the Endangered Species Review conducted for the referenced project. We appreciate the comments you have provided as well as your concern for the natural resources within our community. As stewards of the land within our corporate limits, we have carefully reviewed the recommendations you have made and we offer the following response.

In addition to the natural resource information you have identified, there are eight (8) specific items identified in your letter. We are responding to each of these individually.

1. Under the requirements of the Corps of Engineers Permit that was received (COE #200400396), the annual monitoring reports for the project will be submitted to the Corps of Engineers by the developer and successive owners to assure that the permit conditions are being met. The Village of Antioch will also receive copies of this annual report.

For each transfer of the property, the new owner will have to provide to the Village, the entity responsible for maintenance of the BMP's. Any modifications to these features will have to be approved by the Village of Antioch.

2. The current developer of the site has indicated his preference to require alternative de-icers that do not include sodium chloride for the proposed parking

lots. Limiting the use of de-icing materials on site will offset de-icing salts that enter the property from off-site areas, which are beyond the control of the owner and Village of Antioch. Salt will be allowed on the walkway entrances to the various commercial entities that will utilize the site.

- 3. By implementing item 2 above, we believe that the proposed vegetation in the bio-swales will survive the reduced salt loading. The Developer has committed to supply the Village a remedial program if the annual reports indicate that the native vegetation is not successful.
- 4. The developer has committed to submitting a plan for maintenance of the oil and grease traps on the site. The owner and successors have committed to documenting the maintenance schedule and the treatment of the by-products (removed, treated, etc.) These reports shall be submitted to the Village
- 5. The Village of Antioch has a litter control ordinance, with which this site must comply. Failure to comply with this ordinance will allow the Village to cite the development. In addition, the developer and its successors will contract with a professional maintenance company for weekly trash pick-up and on an as-needed basis. The developer will provide the trash company name and contact information to the Village.
- 6. At this time, there is no documentation that Sandhill Cranes or other listed species utilize this portion of the site. During the pre-construction meeting, the Village will require that the contractor be made aware of the listed species in the vicinity of the project. Specific information on the species will be provided to the contractor. If any listed species is observed within the construction area, the developer and contractor will be required to notify the Village and the IDNR of this issue.
- 7. The Village will require a landscaping plan as part of the development. The Village will request that a visual screen of conifers be planted along the south and west sides of the development; however, if these plantings would increase impacts to the adjacent wetlands, then other methods of screening will be investigated.
- 8. Because of similar concerns for the Wal-Mart and Menards development immediately north of this site, the developers and successors have committed to a lighting plan with similar restrictions. Furthermore, restrictions will be placed on lighted signage that will be utilized for the future businesses occupying this site. The site will be required to comply with existing signage ordinances.

We appreciate your recognition of the minimization efforts that have been undertaken by the project team to date. Implementation of these above listed items should provide further protection of the natural resources in the area. We feel that the above actions Natural Heritage Database Review #04-03174

August 13, 2007

will minimize and avoid impacts to sensitive areas and species. We are thereby requesting the termination of consultation for this project. If you have any questions or require additional information, please call me at 847-395-1000

/w

Sincerely.

im Keim

Willage of Antioch

Enclosures

ce:

Mr. John Lavelle, Antioch Tire and Battery

Mr. Tracy Richard, Manhard Consulting

Mr. Jim Novak, Huff & Huff



DEPARTMENT OF THE ARMY

PERMIT

PERMITTEE: Mr. John Lavelle

APPLICATION: 200400396

ISSUING OFFICE: U.S. Army Corps of Engineers, Chicago District

DATE:

You are hereby authorized to perform work in accordance with the terms and conditions specified below.

Note: The term "you" and its derivatives, as used in this authorization, means the permittee or any future transferee. The term "this office" refers to the U.S. Army Corps of Engineers, Chicago District.

PROJECT DESCRIPTION: Commercial development consisting of two buildings, parking lots and a stormwater basin resulting in 0.14 acres of impact to high quality wetland as as described in your notification and as shown on the plans titled, "Site Dimensional and Paving Plan," dated December 5, 2005 (revised May 1, 2006), prepared by Manhard Consulting, Ltd.

To offset project impacts, you have provided funding for approximately 15 acres of wetland enhancement at the Chain O'Lakes State Park as described in the approved mitigation plan entitled "Proposal for Chain O'Lakes State Park Ecological Restoration," dated November 30, 2006, and prepared by Hey and Associates, Inc.

PROJECT LOCATION: Southwest of Deep Lake Road and IL Route 173 in Antioch, Lake County, IL (Section 15, Township 46 N, Range 10 E.

GENERAL CONDITIONS:

1. The time limit for completing the authorized work ends on October 28, 2014. If you find that you need more time to complete the authorized activity(s), submit your request for a time extension to this office for consideration at least 60 days before the above date is reached.

- 2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
- 3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- 4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
- 5. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project. Conditions of the certification are conditions of this authorization. For your convenience, a copy of the certification is attached if it contains such conditions.
- 6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being accomplished in accordance with the terms and conditions of your permit.

SPECIAL CONDITIONS: To ensure that the activity has minimal individual and cumulative impacts, the following special conditions are required:

- 1. This authorization is based on the materials submitted as part of application number 200400396. Failure to comply with the terms and conditions of this authorization may result in suspension and revocation of your authorization.
- 2. You shall undertake and complete the project as described in the plans titled, "Site Dimensional and Paving Plan," dated December 5, 2005 (revised May 1, 2006), prepared by Manhard Consulting, Ltd and, including all relevant documentation to the project plans as proposed.
- 3. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project.
- 4. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Lake County Stormwater Management Commission (LCSMC)'s written and

verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.

- 5. You shall insure that all remaining wetlands adjacent upland buffers are protected through a conservation easement. You shall enter into negotiations with a nonprofit conservation group or agency willing to accept a conservation easement on the property. The approved construction drawings and USACE authorization number shall be included as an exhibit in the conservation easement and be recorded with the Registrar of Deeds or other appropriate office charged with the responsibility for maintain records of title or interest in real estate property. Within 30 days of receipt of this authorization, you shall submit to this office a draft copy of the conservation easement for review. Recording of the approved document shall occur upon approval from this office.
- 6. You shall install educational signs which identify the presence of Federally-protected wetlands, highlighting the values of wetlands in terms of wildlife habitat, water quality, and flood control. The signs shall be spaced every 200 feet at the boundary of all adjacent upland buffers and installed by the end of construction.
- 7. You must fully implement the "Monitoring and Maintenance Plan Best Management Practices Vegetated Swales and Stormwater Detention Basins" dated February 2006, prepared by Huff & Huff, Inc. As discussed in this plan you are required to submit yearly monitoring reports to our office discussing the establishment and management of vegetation in the buffers, detention area and the vegetated swales.
- 8. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.
- 9. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
- 10. You shall ensure that any wetland areas created or preserved as mitigation for work authorized by this permit shall not be made subject to any future construction and/or fill activities, except for the purposes of enhancing or restoring the mitigation area associated with this permit. All plans are to be approved by this office prior to commencement of any work.
- 11. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

- () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- (x) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
- 2. Limits of this Authorization.
- a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on the behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modifications, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in the reliance on the information you provided.
- 5. Reevaluation of Permit Decision. The office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 established a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that and conditions of this authorization.	t you accept and agree to comply with the terms
PERMITTEE Mr. JOHN LAVELLE	DATE
200400396	
Corps Authorization Number	_
This authorization becomes effective when the F Secretary of the Army, has signed below.	ederal official, designated to act for the
For and on behalf of Frederick Drummond Colonel, U.S. Army District Commander	DATE
If the structures or work authorized by this authorized by this authorized property is transferred, the terms and conditions on the new owner(s) of the property. To validate associated liabilities associated with compliance transferee sign and date below. The document should be submitted to the Corps.	of this authorization will continue to be binding the transfer of this authorization and the with its terms and conditions, have the
CORPS PROJECT NUMBER	
TRANSFEREE	DATE
ADDRESS	_
TELEPHONE	_

This instrument was prepared by and when recorded return to:

Manhard Consulting, Ltd. 900 Woodlands Parkway Vernon Hills, Illinois 60061 Attn: Tracy T. Richard, P.E.

Existing PIN: 02-16-400-022

DEED RESTRICTION/COVENANT

WHEREAS, Lavelle Family Limited Partnership, hereinafter called the Grantor, is the owner in fee simple of certain real property, hereinafter called "Restricted Property," which property is set forth on Exhibit A hereto.

WHEREAS, the Restricted Property is a wetland under the regulatory jurisdiction of the Chicago District of the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344).

WHEREAS, the Grantor is the applicant for a Corps of Engineers permit, 200400396, to place fill in wetlands other than that property called restricted property, hereinafter called "other wetlands," in accordance with plans which form a part of the U.S. Army Corps of Engineers permit number 200400396 and; the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetland pursuant to Section 404 of the Clean Water Act (33 USC 1344).

WHEREAS, the Grantor and the U.S. Army Corps of Engineers have reached an agreement whereby the Grantor will be permitted to place fill in other wetlands in accordance with the terms and conditions of Corps of Engineers permit number 200400396; and that in consideration for the Grantor to place fill in other wetlands, the Grantor will mitigate the adverse environmental effects resulting from the placement of fill material in other wetlands by enhancing, enlarging, and/or creating wetlands per the approved wetland mitigation plan and establishing a buffer around said wetlands (if required by the Corps of Engineers), which when completed will be what is described as the Restricted Property and dedicating the realty described as Restricted Property for the perpetual use as a natural area in accordance with the terms and conditions of this document and the above mentioned permit.

WHEREAS, a permit to place fill in other wetlands was conditioned on the dedication of the Restricted Property for environmental mitigation, and; which in 30 days of the receipt of this document from the U.S. Army Corps of Engineers, the Grantor shall submit to the U.S. Army Corps of Engineers a certified copy of this document, as recorded in the office of the County Recorder for Lake County, Illinois; and the Grantor specifically acknowledges as fat that said permit is issued in consideration for the execution and recording of this document and compliance with the covenants and deed restrictions herein.

NOW THEREFORE, the Grantor, for and in consideration of the facts recited above enters into the following covenants and deed restrictions on behalf of himself/herself, his/her heirs and assigns:

1. The U.S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right.

- 2. Employees of the U.S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic, and open condition and the right, following reasonable advance notice to the Grantor, its successors and assigns, to enter Restricted Property at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or its successors or assigns, is complying with the covenants and deed restrictions herein.
- 3. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no dredged or fill material placed on Restricted Property except as necessary or appropriate for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200400396.
- 4. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to: signs, billboards, or other advertising material, or other structures placed on Restricted Property.
- 5. Without prior express written consent from the U.S. Army Corps of Engineers the Grantor, its successors and assigns shall not cause or allow the removal of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material except as necessary or appropriate for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200400396 and fulfillment of the associated conditions of the permit, and as may be caused by acts of God on Restricted Property.
- 6. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200400396 and the associated conditions of the permit on Restricted Property.
- 7. Without prior express written consent from the U.S. Army Corps of Engineers Grantor, its successors and assigns shall not cause or allow the application of insecticides or herbicides except as specified by U.S. Army Corps of Engineers permit number 200400396 on Restricted Property.
- 8. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no grazing or keeping of cattle, sheep, horses or other livestock on Restricted Property.
- 9. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property.
- 10. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no utility lines placed overhead or within the Restricted Property, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines may remain, but any maintenance work requiring intrusion into the Restricted Property shall require prior authorization by the U.S. Army Corps of Engineers.
- 11. Without prior express written consent from the U.S. Army Corps of Engineers Grantor, its successors and assigns shall not cause or allow modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Property. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures.

These land use restrictions and other terms of these deed restrictions and covenants may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Illinois.

Except as expressly limited herein, the Grantor reserves for itself, its successors and assigns, all rights as owner of Restricted Property, including the right to use the property for all purposes not inconsistent with this grant.

The terms and conditions of these deed restrictions and covenants shall, as of the date of execution of this document, bind the Grantor to the extent of his legal and/or equitable interested in Restricted Property, and; these deed restrictions and covenants shall run with the land and be binding on the Grantor and its successors and assigns forever.

Any transfer, conveyance, or encumbrance of Restricted Property or any part thereof, shall provide adequate notice to any affected party of the existence, terms and conditions of these deed restrictions and covenants, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of Restricted Property shall reference, incorporate by reference or set forth the terms and conditions of this document.

document.		
In witness whereof, said Grantor has caused its name to be si	igned to these presents by its	
, and attested by its	_this <u>Ab</u> day of Nov , 2	10 11.
LAVE LE FAMILY LIMITED PARTNERSHIP		18
\mathcal{N}		
By:		
JOHN J Lavelle Sr. PArtnar		
Printed Name and Title		
ATTEST: Allerly		
Stevanmweakley		
Printed Name and Title		
State of Illinois County of Lake		
I, the undersigned, a Notary Public in and for said County, in th	ne State aforesaid, do hereby certify	that
$\frac{\text{John Andle SR}}{\text{personally known to me to be the same persons whose}}$	TAVAN WARK	V9/
personally known to me to be the same persons whose instrument, appeared before me this day in person and signed free and voluntary act for the uses and purposes therein set for	d and delivered the said instrument	regoing as their
Given under my hand and official seal this $\frac{28}{200}$ day of $\frac{8}{200}$. \	
Given under my hand and official seal this <u>\$\sigma\si</u>	<u>100</u> , 20 <u>1 </u> .	
SO MITT		
Notary Public	OFFICIAL SEAL	
My commission expires 1-6-2014,	PATRICIA M. SIKIC NOTARY PUBLIC, STATE OF ILLI MY COMMISSION EXPIRES 1-6-2	
	CONTROL VINCONSTRUCT	

OFFICIAL SEAL
PATRICIA M. SIKICH
NOTARY PUBLIC. STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-6-2014

EXHIBIT A

LEGAL DESCRIPTION FOR WETLAND CONSERVATION AREA VILLAGE OF ANTIOCH, ILLINOIS

THAT PART OF THE EAST 397.3 FEET OF LOT 19 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A DISK AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 1326.96 FEET, TO THE SOUTH LINE OF NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST, ALONG SAID SOUTH LINE, 55.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEEP LAKE ROAD (ALSO KNOWN AS COUNTY HIGHWAY 36) AS DEDICATED BY DOCUMENT NUMBER 5670397, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, 342.31 FEET, TO A LINE 397.30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG SAID PARALLEL LINE, 682.50 FEET, THENCE SOUTH 89 DEGREES 37 MINUTES 59 SECONDS EAST, 21.10 FEET; THENCE SOUTH 19 DEGREES 37 MINUTES 29 SECONDS EAST, 56.80 FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 24 SECONDS EAST, 57.99 FEET; THENCE NORTH 56 DEGREES 13 MINUTES 37 SECONDS EAST, 46.38 FEET; THENCE SOUTH 74 DEGREES 40 MINUTES 41 SECONDS EAST, 55.25 FEET; THENCE SOUTH 53 DEGREES 48 MINUTES 43 SECONDS, 68.44 FEET; THENCE NORTH 71 DEGREES 50 MINUTES 25 SECONDS EAST, 119.32 FEET, TO A LINE 55.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE AFORESAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 01 SECONDS WEST, ALONG SAID LINE, 595.55 FEET, TO THE POINT OF BEGINNING.

CONTAINING 205,128 SQUARE FEET, (4.709 ACRES) MORE OR LESS.

PREPARED BY:
MANHARD CONSULTING, LTD.
900 WOODLANDS PARKWAY
VERNON HILLS, ILLINOIS 60061
PHONE: 847.634.5550 FAX: 847.634.0095

EXHIBIT A

WETLAND CONSERVATION AREA

LEGEND AND ABBREVIATIONS



WETLAND CONSERVATION AREA

P.O.C. = POINT OF COMMENCEMENT P.O.B. = POINT OF BEGINNING

	LINE TABLE	
LINE	BEARING	LENGTH
L1	N 00°22'01" E	1326.96
L2	S 89°56'04" W	55.00'
L3	S 89°56'04" W	342.31'
L4	N 00°22'01" E	682.50'
L5	S 89'37'59" E	21.10'
L6	S 19*37'29" E	56.80'
L7	S 45'10'24" E	57.99'
L8	N 5613'37" E	46.38'
L9	S 74'40'41" E	55.25'
L10	S 53°48'43" E	68.44'
L11	N 71°50'25" E	119.32'
L12	S 00°22'01" W	595.55'

SURVEYOR'S NOTES:

- 1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- 2. THIS EXHIBIT IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD HAVE NOT BEEN SHOWN.
- 3. THIS EXHIBIT WAS PREPARED FOR LAVELLE FAMILY PARTNERSHIP, LLP. BASED ON A FIELD BOUNDARY SURVEY COMPLETED ON JUNE 6, 2011. THE BASIS OF BEARINGS IS ASSUMED AND BASED ON GPS OBSERVATIONS.
- THE PROPOSED LOTS SHOWN HEREON ARE BASED ON THE PRELIMINARY PLAT OF LAVEELLE SUBDIVISION LAST DATED NOVEMBER 1, 2011.
- 5. MANHARD CONSULTING LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2013.

ILLINOIS ROUTE 173 (F.A. ROUTE 202) PROPOSED LOT AND 36 SOUTHEAST N 16-46-10 / P LAKE ROAD HIGHWAY OF THE SO F SECTION OF DEEP L PROPOSED LOT 2 CENTERLINE OF COUNTY UNSUBDIVIDED LAND ED RECORDED SEPTEMBER 21, 2008 AS DOCUMENT NUMBER 8061245 PROPOSED LOT 3 397.30 55.00 15.00' DEED I CONSERVATION ROAD PER IN ROAD DEDICATED PER RECORDED OCTO AS DOCUMENT N LAKE DEEP SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16-46-10 P.O.B. 21 Unsubdivided Land DEED RECORDED AUGUST 10, 1999 AS DOCUMENT NUMBER 4399380 P.O.C.

FOUND DISK AT CORNER

-SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16-46-10

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nda Parkway, Vernon Hills, IL 60061 tel: (847) 634 5550 fex: (847) 634 0095 www.manhard.com Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers Construction Managers · Environmental Scientists · Landscape Architects · Planners

EXHIBIT A

VILLAGE OF ANTIOCH, ILLINOIS

WETLAND CONSERVATION AREA

RS **ERV**

11/17/11 1"=200"

CHEET EXHIBI ATIAN4

110911

\Atian4\dwg\Surv\Final Name:

Exhibi

Wetland

Drawings\Exhibits



January 25, 2012

Mr. Dustin Nilsen Village of Antioch 874 Main Street Antioch, IL 60002

RE: Lavelle Subdivision – Antioch Daycare and Retail Development

Review No. 2 – Final Plat/Final Engineering Review (Short Form)

Project No.: 86110329-MU03

Dear Mr. Nilsen:

HR Green, Inc. (HR Green) has completed its second review of the following items received from Manhard Consulting, Ltd. on January 16, 2012 pertaining to the subject project:

- Response letter to VOA/HRG comments 1/6/12
- Final Engineering Plan dated 1/13/12
- Final Plat of Subdivision dated 1/13/12
- Plat of Easement dated 1/13/12
- Plat of Vacation dated 1/13/12
- Engineer's Opinion of Probable Cost dated 1/13/12
- Stormwater Management Report dated 1/13/12
- Watershed Development Permit Application (unsigned)
- Lake County SMC correspondence regarding SE/SC Review and SWPPP
- IEPA Water Permit Application via email for signature
- Duplex Lift Station –Stormwater Calcs and Specs dated 11/17/11
- Buoyancy Calcs for Lift Station 1/13/12
- LCDOT Response Letter to Manhard

HR Green's reviews are to determine compliance with the Municipal Subdivision Ordinance, Zoning Ordinance, and State Statute and in a manner consistent with that degree of care and skill ordinarily exercised by engineers and surveyors currently practicing under similar circumstances. HR Green's review did not include an examination of submitted documents as to their overall style or presentation, field verification of existing conditions, elevation grades and topography as shown on the plans, and verification of the submittal or the issuance of permits from any other governmental regulatory agency. HR Green disclaims responsibility for any errors, or omissions. The developer, their engineer, and their surveyor are not relieved of any responsibility for the correctness of the existing field conditions and design of public or private improvements because of our review, or subsequent approval of the plat, plans or specifications by the municipality.

Mr. Dustin Nilsen Village of Antioch

Lavelle Subdivision – Antioch Daycare and Retail Development Review No. 2 - Final Plat/Final Engineering (Short Form)

Project No.: 86110329-MU03

January 25, 2012 Page 2 of 5

The following are HR Green's comments on the information submitted above submitted by the Developer's Engineer, Manhard Consulting, Ltd.

Final Plat Review Comments

This review reflects Village Ordinances, standard surveying practices and statutory requirements.

1. If monuments located at section corners are being shown, they must be described as to size, shape and material. If there is an existing monument record for any of the corners, the recording information must be indicated. On the Final Plat submittal, these and other monuments to be set, as well as found monuments used to establish the subject boundary, must be shown and described as to size, shape and material, and their positions noted in relation to the survey corners (ILCS 1270.56.b.6.l). [Informational note: the surveyor of record is required by statute to prepare and file monument records for any section corners that have no existing document, at the time the plat is recorded. (ILCS 1270.Appendix A.c.9)]. Not sufficiently addressed. Monuments are still shown without sizes (S.E. parcel corner, center of Section 16).

Plat of Vacation Comments

1. Surveyor Note 4 shows one of the document numbers as 6435086 whereas the plat shows it as 3645086.

Plat of Easement Comments

1. The Points of Beginning for both easements are not shown.

Final Engineering Stormwater Review Comments

- 1. Application must be signed. Applicant's signature still required.
- 6. Compensatory calculations show that there is 0.355 ac-ft. of existing floodplain storage, of which 0.195 ac-ft. is filled (leaving 0.16 ac-ft. not filled). The calculation for compensatory storage provided uses a different method and appears to double count some if not most of the 0.16 ac-ft. volume that was not filled. Total proposed condition floodplain storage should equal 0.195*1.2 (comp storage) + .16 (undisturbed storage) = .394 ac-ft. Storage provided calculations show 0.35 ac-ft. The difference may be available in the undisturbed volumes outside of the basin walls. Additional calculations are required. The proposed vs. BFE volume report includes some, but not all, of the detention basin. By adding this volume (528 cy or .327 ac-ft.) to the storage provided in the detention basin (0.30 ac-ft.), some of the volume over the detention basin is being double counted. However, there also appears to be area along the southeast corner of the parking lot that is not being counted by either method. Expand the footprint of the proposed vs. BFE volume report to

Mr. Dustin Nilsen Village of Antioch

Lavelle Subdivision – Antioch Daycare and Retail Development Review No. 2 - Final Plat/Final Engineering (Short Form)

Project No.: 86110329-MU03

January 25, 2012 Page 3 of 5

include all proposed areas that are below the BFE. The reported volume must exceed the sum of the compensatory storage (0.298 ac-ft.) and the undisturbed storage (0.106 ac. ft.) which is 653 cu-yd. Do not use the basin volumes calculated in Tab 3 unless these areas are excluded from the Volume Report.

- 8. Provide calculation demonstrating that the retention volume requirements have been met. **Not Provided**
- 11. Provide copy of SWPPP. SWPPP includes IDNR endangered species consultation from 2007 stating that the consultation is not closed regarding threatened and endangered species associated with Loon Lake. Has consultation been closed? Once construction starts, please provide the Village copies of the inspection reports.
- 12. Restrictor manhole is too small to perform maintenance. Provide larger structure or removable orifice plate. Dimensioned hole in concrete wall and/or remove concrete wall and just utilize the removable steel plate with the orifice in it.
- 15. Provide compaction and soil content specification for detention basin embankment. (Can be accomplished by adding more detail on embankment specification on Sheet 13.) Sheet with compaction specification must be signed by PE or SE. **Embankment Specification has been provided. The sheet must be signed by a PE or SE.**

Wetland Review Comments

1. Provide signed copy of ACOE permit with conditions/requirements. **Not Provided.**

General Comments on Final Engineering Plans/Exhibits

Page 5 of 14

- 2. The circulation around the Day Care seems confusing. Further discussion or details need to be added to avoid conflicts. HRG/VOA will send sketch to explain comment. HR Green to review with VOA for comment response.
- 3. Add stop sign/stop bar from east bound traffic entering main entrance on north side of building. Also add right turn only to avoid conflict with inbound drop-off/pick-up traffic. **HR Green to review with VOA for comment response.**

Page 7 of 14

3. Remove the bend in the proposed water main west of the fire hydrant on Lot 1. OK, HR Green has confirmed with VOA Public Works Department. Provide Record Drawings of all public improvements specifically denoting the manholes, valve vaults, hydrants, and bends in the pipe for future reference. Record Drawings shall be in both paper and digital copy.

Lavelle Subdivision – Antioch Daycare and Retail Development

Review No. 2 - Final Plat/Final Engineering (Short Form)

Project No.: 86110329-MU03 January 25, 2012

Page 4 of 5

Page 7A of 14

- 3. Add manhole detail to show how the existing and proposed force mains will be installed in the existing sanitary manhole along with information on how it will transition into the 8" gravity sewer. Additional information needs to be added to ensure the force main discharge can be directed into the 8" gravity sewer. Also show existing 2" force main which enters on the south side the existing manhole.
- 4. Add access and utility easements over the water main and force mains across the properties from the existing manhole to the proposed subdivision. **Not addressed.**

Page 10 of 14

1. Village staff to review this sheet and offer comments, if any. **VOA to respond.**

Page 12 of 14

- Use Village details if available and the Public Works staff will review the proposed material standards and pipe installation details to confirm they are acceptable. HR Green/VOA will forward detail comments under separate cover. OK, confirm with VOA-PW Department.
- 4. Add grinder unit details/specs to plans for review and future reference for the proposed lots sewer system. **OK**, **details and specs will be provided by Architect and MEP for each building.**

Page 14 of 14

1. Remove preliminary layout notes and finish details and design info for the stormwater lift station. **OK**, **shop drawings will be submitted for approval prior to construction.**

Recapture Agreement fees

1. The developer needs to work with the Village staff to determine the recapture fee amounts for both the sewer and water. **Developer working with VOA.**

Engineers Opinion of Probable costs

3. A separate letter will be provided by HR Green to the Village of Antioch regarding the approved EOPC from Manhard with the recommended Letter of Credit Amount.

Mr. Dustin Nilsen Village of Antioch

Lavelle Subdivision – Antioch Daycare and Retail Development Review No. 2 - Final Plat/Final Engineering (Short Form)

Project No.: 86110329-MU03

January 25, 2012 Page 5 of 5

LCDOT / IDOT Response Letters

LCDOT Response

The Village and HR Green are in receipt of a letter from LCDOT stating they have no objection to the retaining walls or sidewalk locations, however they do request that a crosswalk be added to connect the sidewalks on the north side of Route 173 to the proposed sidewalk on the south side of Route 173 and Deep Lake Road intersection. Please coordinate with IDOT to understand the details and requirements to provide a crosswalk in this recommended location and if IDOT will allow the Village of Antioch, as agreed, to defer this improvement until the development of Lot 2.

IDOT Response

VOA and HR Green are still awaiting IDOT response to the Manhard letter requesting approval for the location of the sidewalk and retaining wall.

Based on our review and coordination meeting with the Village Staff and the Developers Consultants, HR Green recommends approval of the Final Plat of Subdivision, Final Engineering Plans, and supplemental information pending the completion of the technical items mentioned above.

Sincerely,

HR GREEN, INC.

Timothy J. Hartnett

Tweethy J. Hackett

Vice President/Village Engineering Consultant

TJH/dmw

cc: Mr. Jim Keim, Village of Antioch

Mr. Ryan Solum, Manhard Consulting, Ltd.



MEMO

TO: Ken Karasek, Chairman; and Members of the

Combined Planning Commission and Zoning Board

FROM: Dustin Nilsen, AICP Director of Community Development

DATE: January 24, 2012

RE: Proposed final plat of subdivision; LaVelle Subdivision; Illinois Rt.173 and Deep

Lake Road.; LaVelle Family Partnership; PZB12-01; RECOMMENDATION TO

APPROVE WITH CONDITIONS

BACKGROUND:

This report is in preparation for the P&Z Board's meeting scheduled for Thursday, January 26, 2012; 7:30 PM. Since the Preliminary Plat approval of the LaVelle Subdivision on December 19, 2011, final engineering and final subdivision plat documents have been submitted and reviewed pursuant to Section 11-2-4 of Title 11 of the Antioch Municipal Code. As part of the subdivision entitlement process, the Planning and Zoning Board is now asked to review the final subdivision plat, to ensure substantial conformance with the preliminary plat, as approved.

Conformance with the Preliminary Plat: Attached you will find excerpts of the preliminary plat documents approved as a part of the LaVelle Subdivision. The proposed final plat lot configuration establishes three building pad sites, the commonly held naturalized detention pond, cross access easements, and associated offsite easements to allow improvements and cross access to the properties west of the parcel. Based on the review of the Original Site Plan and Preliminary Phasing, the plat can be determined to be in substantial conformance.

Engineering Comments. Final Engineering documents have been submitted and reviewed by the Village Staff and HR Green Engineering. Due to the size of the final engineering documents staff has provided reduced sized versions of the plat submission exhibits along with engineering for your review. Final Engineering is nearing completion and any necessary modifications are technical in nature and should not impact the final platting documents. The final review letter provided by HR Green is attached as part of this review.

RECOMMENDATION

Staff recommends that the P&Z Board approve the final plat, with the conditions that outstanding technical issues are resolved prior to the recordation of the plat or issuance of site development permits.

Conditions are as Followed:

- 1. Resolution of Final Engineering Comments as listed in the HR Green Memo Dated January 25, 2012.
- 2. Approval of Final Covenants and Operating Conditions as submitted to Village Legal.
- 3. Submission of the Dormant SSA Ordinance regarding site improvements and maintenance
- 4. Payment of Necessary Recapture Agreements for Water and Sewer to the Village of Antioch and ECB LLC.
- 5. Submission of Performance Bonds and Security Instruments to the Benefit of the Village based upon the Engineers Estimate of Probable Costs.
- 6. Final Approval and Permits by outside agencies including the US Army Corp of Engineers.

2

This document prepared by and after recording return to:

Thompson Coburn LLP 55 East Monroe Street, 37th Floor Chicago, IL 60603 Attn: Charles Mangum

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made and entered into this _____ day of ______, 2012, by and between THE LAVELLE FAMILY LIMITED PARTNERSHIP LLLP, an Illinois limited liability limited partnership ("Lavelle") and A CHILD'S PLACE, INC., an Illinois corporation ("Child's Place").

RECITALS

- A. Lavelle is the owner of that certain real property situated in the City of Antioch ("Antioch"), Lake County, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which real property is made up of four (4) separate parcels, legally described on Exhibit "A" and referred to herein individually as "Lot 1", "Lot 2", "Lot 3" and "Lot 4".
- B. Lavelle intends to develop or allow or cause the development of Lots 1, 2 and 3 as retail/commercial sites.
- C. Pursuant to that certain Vacant Land Sales Contract dated April 21, 2011, by and between Lavelle and Child's Place, Lavelle intends to convey to Child's Place Lot 3.
- D. Lavelle intends to develop or allow or cause the development of Lot 4 as a stormwater detention area/detention pond.
- E. The parties hereto desire to impose certain easements upon the Lots (as hereinafter defined), and to establish certain covenants, conditions and restrictions with respect to said Lots, for the mutual and reciprocal benefit and complement of Lots 1, 2, 3 and 4 and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Lavelle and Child's Place do hereby declare that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Lots

shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns, covenant and agree as follows:

AGREEMENTS

1. <u>Definitions.</u> For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean Lavelle and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Lot" or "Lots" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as described on Exhibit "A", that is, Lots 1, 2, 3, and 4, and any future subdivisions thereof.
- (c) The term "Permittee(s)" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Site Plan" shall mean that site plan of the Lots attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.
- (e) The term "Driveway Easement Area" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits, in the location on the Lots as shown cross-hatched on the Site Plan.
- (f) The term "Panel" or "Panels" shall mean each separately identified sign panel constituting a part of the Pylon Sign (as hereinafter defined) as identified on Exhibit "C", that is Panels 1, 2 and 3.
- (g) The term "Operator", subject to the provisions of this Section 1(k), shall initially mean _______, or its nominee ("______"). ______shall have the right to resign from its role as Operator, effective upon sixty (60) days written notice to the Owners. During said sixty (60) day period, the Owners shall agree on a new Operator. In the event that the Owners cannot agree on the Operator during said sixty (60) day period, then and in such event, the Owner or Permittee of Lot 2 shall have the right to become the Operator. In the event that the Owners do not elect within the 60 day period to

become the Operator, then and in such event, there will not be an Operator and the obligations set forth in Sections 3.3, 3.4, 3.5 and 3.6 below shall be performed in accordance with Section 3.8. Notwithstanding anything to the contrary herein, the Operator shall have the right to resign, effective upon sixty (60) days written notice to the Owners. In addition, any Owner shall have the right to terminate the Operator effective upon sixty (60) days notice to the Operator and Owners in which event there will not be an Operator or alternatively, any Owner shall have the right to terminate the Operator and propose a new Operator effective upon sixty (60) days notice to the Operator and Owners. In the event that the Owners cannot agree on the Operator during said sixty (60) day period, then and in such event, there will not be an Operator and the obligations set forth in Sections 3.3, 3.4, 3.5 and 3.6 below shall be performed in accordance with Section 3.8.

(h) The term "Shopping Center Parcel" shall mean the real property legally described on Exhibit "A" attached hereto and made a part hereof, and shown on the Site Plan attached hereto as Exhibit "B".

2. Easements.

- **2.1** Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby declare that the Lots, and all Owners and Permittees of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Lots and all present and future Owners and Permittees of the Lots:
 - (a) Access Easement. An easement for access, ingress and egress over the paved driveways, roadways and walkways as presently or hereafter constructed and located on the Driveway Easement Area on the Shopping Center Parcel, for access, ingress, egress and for vehicular and pedestrian traffic between the Lots, to and from adjacent streets and right of way. Such easement shall not be construed to constitute a public dedication of the Shopping Center Parcel or to create an easement for parking.
 - (b) <u>Utility Easement</u>. An easement ("Utility Easement") to transmit through, use and maintain utility lines, including but not limited to water supply lines, sanitary sewer, lift station, storm sewer, electrical, gas, telephone, cable television and water lines ("Utility Lines") within the areas indicated as Utility Easement on Exhibit "B" attached hereto. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface (except for such parts thereof that cannot and are not intended to be placed below the surface). Each Owner (and/or its Permittee), at its sole cost and expense, shall maintain and repair (or cause to be maintained and repaired) the Utility Lines (wherever located) which only service its Lot. Each Owner (and/or its Permittee), at its sole cost and expense, shall maintain and

repair (or cause to be maintained and repaired) that portion of the Utility Lines located on its Lot, which service all the Lots.

- (c) Storm Water Discharge Easement and Detention Pond Easement. An easement over, across and through the storm sewer lines, as part of the Utility Lines, located on the Shopping Center Parcel and into the detention ponds located on Lot 4, within the area indicated shown on Exhibit "B" ("Detention Pond") for the purpose of permitting the discharge of storm water and naturally occurring surface water run-off from the Shopping Center Parcel into the storm lines and into the Detention Pond and detaining and retaining the water in the Detention Pond.
- (d) <u>Sign Easement</u>. An easement over that portion of Lot __, for the benefit of Lots __ and __, shown indicated on Exhibit "B" as "Sign Easement" for the purpose of installing, maintaining and using the pylon sign (the "Pylon Sign") in the location marked on Exhibit "B" and utility lines appurtenant thereto, including the right to install identification sign panels on the Pylon Sign. The Owner (or Permittee) of Lot __ shall have the right to use the sign Panel indicated as Panel __ on Exhibit "C", the Owner (or Permittee) of Lot __ shall have the right to use the sign Panel indicated as Panel __ on Exhibit "C" and the Owner (or Permittee) of Lot __ shall have the right to use the sign Panel indicated as Panel __ on Exhibit "C". The easement rights granted hereunder shall also include an underground electrical easement within the area indicated as "Sign Utility Easement" on Exhibit "B", for the purpose of installing and providing electrical service to the Pylon Sign.
- (e) <u>Maintenance Easement</u>. The Operator, Owners and Permittees shall have an easement over the Shopping Center Parcel to perform the maintenance required pursuant to Section 3 of this Declaration.
- **2.2 Indemnification**. Each Owner ("Indemnifying Owner") having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Lot is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Indemnifying Owner, its contractors, employees, agents, or others acting on behalf of such Indemnifying Owner.

2.3 Reasonable Use of Easements.

(a) The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot, including, without

limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

- (b) The Owner of each Lot served by such Utility Lines shall not unreasonably withhold its consent to the reasonable relocation of such Utility Lines requested by the Owner of a Lot where such Utility Lines are located, at such requesting Owner's sole cost and expense, so long as the use and capacity of the Utility Lines are not diminished or interrupted and the remaining provisions of this Section 2.3 are complied with and the Utility Lines are to be relocated on the Lot owned by the Owner that is requesting that the Utility Lines be relocated.
- Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion (consistent, however, with Antioch's approved building permits and construction phasing approvals), so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Lot of another Owner for the exercise of any right pursuant to the easements granted herein, or to prosecute work on such Owner's own Lot if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Lot, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Lot upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

3.1 General. Each Owner shall maintain (or caused to be maintained) its Lot in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris and such maintenance shall be consistent with all applicable rules, regulations, terms and conditions imposed by any permit or other operative document issued by Antioch, the Illinois Department of Natural Resources, the United States Army Corps of Engineers or other body having jurisdiction over the Shopping Center Parcel and the environmental impact generated by the development of the Shopping Center Parcel. Notwithstanding any provision of this agreement, no Owner or Operator shall take any action which does not comply with any such applicable rule, regulation, term or condition, nor shall any Owner or Operator take any action which

jeopardizes the compliance of the Shopping Center Parcel with any such applicable rules, regulations, terms or conditions.

- 3.2 **Buildings and Appurtenances Thereto.** Each Owner and/or its Permittee covenants to keep and maintain, or cause to be kept and maintained, at its sole cost and expense, the building(s) located from time to time on its respective Lot in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Lot, the Owner of such Lot shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild (or cause to be repaired, restored or rebuilt) such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) demolish and remove (or cause to be demolished and removed) all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in Subsection 3.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.
- 3.3 Parking and Driveway Area. Subject to Section 3.7 below, each Owner (and/or its Permittee) of a Lot covenants at all times during the term of this Declaration at its sole cost and expense, to operate and maintain or cause to be operated and maintained at its expense the Driveway Easement Area located on its Lot and all parking, driveways, sidewalks and landscaping located on its Lot in good order, condition and repair. Each Lot shall at all times during the term of this Declaration comply with applicable governmental parking ratio requirements in effect at the time of construction of improvements thereon, the intent being that each Lot shall be self-sufficient for vehicular parking pursuant to the Antioch zoning ordinance. No vehicular parking rights or "crossparking" rights are granted hereunder by one Owner to the other. Following the construction of improvements thereon, maintenance shall include, without limitation, maintaining and repairing the Driveway Easement Area located on its Lot, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris, snow and ice removal and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such areas in a clean, safe and orderly condition. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the parking and driveway areas on its Lot and to construct, expand or relocate any building on its Lot, provided (i) with respect to any change to the driveway and parking areas on Lots 1, 2 and 3; (ii) the reciprocal easements between the Lots pursuant to Section 2.1(a) shall not be closed or materially impaired; (iii) the driveway located on the Driveway Easement Area shall not be so altered. modified, relocated, blocked and/or removed without the express written consent of all

Owners (which the Owners may withhold in their sole discretion); and (iv) the same shall not violate any of the provisions and easements granted in Section 2.

- **3.4** <u>Utilities</u>. (a) Subject to Section 3.7 below, each Owner shall at all times during the term of this Declaration construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations (wherever located) which only service the Lot of such Owner.
- (b) Subject to Section 3.7 below, each Owner and/or its Permittee (and/or, during the continuance of the Gregg Lease, Gregg) shall at all times during the term of this Declaration operate and maintain or cause to be operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations which are located on its Lot which service other Lots.
- **3.5 Storm Water**. (a) Subject to Section 3.7 below, each Owner shall at all times during the term of this Declaration operate and maintain or cause to be operated and maintained, in good order, condition and repair, at its sole expense, any storm water, storm sewer lines or other installations (wherever located) which only service the Lot of such Owner.
- (b) Subject to Section 3.7 below, each Owner shall at all times during the term of this Declaration operate and maintain or cause to be operated and maintained, in good order, condition and repair, at its sole expense, any storm water, storm sewer lines or other installations which are located on its Lot, which service other Lots.
- 3.6 <u>Signs</u>. The Owner and/or its Permittee of Lot ____, shall at all times during the term of this Declaration maintain, repair, replace, and keep in good condition and repair the Pylon Sign and all costs incurred in connection therewith shall be hereinafter referred to as the "Sign Maintenance Expenses." The tenants or occupants having identification sign panels on the Pylon Sign shall at their sole cost and expense, maintain, repair, replace, and keep in good condition and repair its respective identification sign panels as required by the terms of this Declaration. The obligation to pay a Common Area Pro Rata Share (as defined and set forth in Section 3.7 below) for the Pylon Sign shall exist regardless of whether there is an Operator.
- 3.7 Operator. In the event there is an Operator, the Operator shall perform all the maintenance obligations required under Paragraphs 3.3, 3.4, 3.5 and 3.6 above and all costs and expenses incurred by the Operator, including management fees, in satisfying the obligations in Paragraphs 3.3, 3.4, 3.5 and 3.6 above shall be "Common Area Expenses" which shall be shared and paid for by each Lot and the Owners and/or its Permittees thereof as follows. The pro rata share ("Common Area Pro Rata Share") of each Lot and the Parties that are Owners thereof shall be (i) _____% for the Owner of Lot 1; (ii) _____% for the Owner of Lot 2; (iii) _____% for the Owner of Lot 3; and (iv) _____% for the Owner of Lot 4. A Lot shall not be obligated to pay a Common Area Pro Rata

Share of Common Area Expenses until the building foundation has been completed for that particular Lot nor shall the gross square foot area of that particular Lot be included in the denominator for calculating the Common Area Pro Rata Share until a building foundation has been completed for that particular Lot.

Notwithstanding the foregoing, the Common Area Pro Rata Share for the Pylon Sign shall be calculated as follows: the pro rata share of each Lot shall be a fraction, the numerator of which is the size of the identification sign panel of the particular tenant or occupant of that particular Lot and the denominator of which is the size of the identification sign panels of all tenants or occupants on the Pylon Sign. A Lot shall not be obligated to pay a Common Area Pro Rata Share for the Pylon Sign until the identification sign panel has been completed and is being used for that particular Lot.

The Operator shall submit itemized invoices to the Owners and/or its Permittee not more often than on a monthly basis for each Owner's Common Area Pro Rata Share of the maintenance, repair, replacement, lighting, snow and ice removal and maintenance and operation costs incurred by the Operator pursuant to Paragraphs 3.3, 3.4, 3.5 and 3.6 above, which will include a market rate management fee in an amount not to exceed fifteen percent (15%) of such costs, which invoices shall be paid within thirty (30) days after receipt.

Each Owner's and/or its Permittee's, Common Area Pro Rata Share with respect to the Common Area Expenses for each calendar year shall be estimated annually (the "Annual Estimate") by the Operator, and such estimate shall be provided to each Owner and/or its Permittee no later than November 1st of the preceding year. The amounts billed to each Owner and/or its Permittee in a particular calendar year shall be based upon such Owner's and/or its Permittee's Common Area Pro Rata Share of the Annual Estimate for such calendar year. As soon as reasonably feasible after the end of each calendar year but in no event later than March 31, the Operator shall prepare and deliver to each Owner and/or its Permittee a statement ("Common Area Annual Statement") showing the Owner's and/or its Permittee's actual Common Area Pro Rata Share of the Common Area Expenses. Within thirty (30) days after its receipt of the aforementioned statement, each Owner and/or its Permittee shall pay to the Operator, or the Operator shall credit against the next Common Area Expenses payment or payments due from such Owner and/or its Permittee, as the case may be, the difference between the Owner's and/or its Permittee actual Common Area Pro Rata Share of the Common Area Expenses for the preceding calendar year and the Owner's proportionate share of the Annual Estimate during such year.

The records that Operator maintains with respect to Common Area Expenses shall be retained by Operator for a period of two (2) years following the date on which such costs were billed to each Owner and/or its Permittee. Each Owner and/or its Permittee shall have the right, through its representatives, to examine, copy and audit such records at reasonable times, upon not less than ten (10) days' prior notice, and at such place

within the continental United States as Operator shall reasonably designate from time to time for the keeping of such records. All costs of any such audit shall be borne by such requesting Owner and/or its Permittee; provided, however, that if such audit establishes that the actual Common Area Expenses for the calendar year in question are less than Operator's final determination of the Common Area Expenses, as set forth in the Annual Estimate, by at least five percent (5%), then Operator shall pay the reasonable cost of such audit. If, as a result of such audit, it is determined that such requesting Owner and/or its Permittee must pay additional amounts to Operator on account of Common Area Expenses or that such Owner and/or its Permittee has overpaid Operator on account of Common Area Expenses, then the undercharged or overpaid party promptly shall reimburse the other party for the payments due.

3.8 Maintenance When No Operator. Notwithstanding anything to the contrary herein, in the event there is no Operator, then and in such event, the Owner of each Lot and its Permittee covenants to perform, or cause to be performed, at its sole cost and expense, the obligations set forth with respect to their Lot and the obligations set forth in Sections 3.3, 3.4, 3.5 and 3.6 above; provided, however, with regard to the Sign Maintenance Expenses and Pylon Sign electrical costs, the Owner of each Lot and its Permittee who incurs such costs shall submit itemized monthly invoices to the other Owner and its Permittee for its Common Area Pro Rata Share of such Sign Maintenance Expenses and Pylon Sign electrical costs, which invoices shall be paid within thirty (30) days after receipt. In addition, each Owner and/or its Permittee will have audit rights as set forth in the preceding paragraph.

4. <u>Construction of Improvements.</u>

- **General**. Every building, now or in the future constructed on the Lots shall be constructed in a good and workmanlike manner using union labor, free and clear of liens so that the same is in compliance with all applicable laws, ordinances, rules and regulations and so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot.
- **4.2** <u>Driveway Easement Area</u>. Each Owner shall be responsible for the construction of the roadway on that portion of the Driveway Easement Area located on its Lot (collectively, the "Driveway").

5. Restrictions.

5.1 General. Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot which is illegal.

- **5.2 Prohibited Uses**. The Lots may not be used for any of the following uses:
 - (1) Any use which is a public or private nuisance.
 - (2) Any use which produces noise or sound that is objectionable due to intermittence, high frequency, shrillness or loudness.
 - (3) Any use which produces obnoxious odors.
 - (4) Any use which produces noxious, toxic, caustic or corrosive fuel or gas.
 - (5) Any use which produces dust, dirt or fly ash in excessive quantities.
 - (6) Any use which produces fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks).
 - (7) Any warehouse or storage facility.
 - (8) Any assembling, manufacturing, industrial, distilling, refining, smelting, agriculture or mining operation.
 - (9) Living quarters, sleeping, apartment or lodging rooms.
 - (10) Any establishment selling or exhibiting pornographic materials; provided, however, that a Blockbuster or other nationwide chain video store shall be permitted.
 - (11) A massage parlor, or the business of "adult" materials, including, without limitation, magazines, books, movies, videos, and photographs; provided, however, that a Blockbuster or other nationwide chain video store shall be permitted.
 - (12) Any mortuary, funeral home, crematorium, cemetery or similar facility.
 - (13) Any movie theater, skating rink, bingo parlor, bowling alley, game room (unless incidental to a restaurant), pool or billiard parlor or room, game arcade or amusement center.
 - (14) Any lounge (unless incidental to a restaurant), tavern, nightclub, disco, discotheque, strip show, or any business offering live entertainment of any kind.
 - (15) Any establishment which sells alcoholic beverages for on-site or off-site consumption, other than in connection with a pharmacy, a restaurant or a

food store or grocery store that is not prohibited by the terms of Section 5.2(b) above.

- (16) Pawn shops.
- (17) Any flea market.
- (18) Any carnival, amusement park or circus.
- (19) Off-track betting sites.
- (20) Any gymnasium, sport or health club or spa.
- (21) Any sale of new or used motor vehicles, trailers or mobile homes.
- (22) Any banquet hall, auditorium or other place of public assembly.
- (23) Any training or educational facility (including, but not limited to, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers).
- (24) Any office other than office use that includes adequate self-contained parking meeting applicable municipal requirements.
- (25) Any governmental body or subdivision or agency of a governmental body.
- (26) Any gas station, oil lube center, tire store or car wash.
- (27) Any use which violates Antioch zoning and/or building codes.
- **Insurance**. Throughout the term of this Declaration, each Owner shall procure and maintain (or cause to be procured or maintained) general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 2.2 above), death, or property damage occurring upon such Owner's Lot, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Any tenant or occupant of a Lot may elect to self-insure (so long as it has a net worth in excess of \$100,000,000) and/or carry insurance required hereunder under master or blanket policies of insurance. All insurance required to be maintained (excluding self-insurance) shall be maintained by insurance companies authorized to do business the State of Illinois having a current A.M. Best rating of no less than A-/VII.

- **Taxes and Assessments.** Each Owner shall pay, or cause to be paid, all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.
- **8.** No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Lots 1, 2, 3 or 4. No easements, except those expressly set forth in Section 2 shall be implied by this Declaration; in that regard, and without limiting the foregoing, no easements for parking are granted or implied.

9. Remedies and Enforcement.

- **9.1** All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Permittees shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- 9.2 In addition to all other remedies available at law or in equity, upon Self-Help. the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.
- **9.3 Lien Rights**. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Lot of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Lake County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all first mortgage liens, whenever recorded, and all

liens recorded in the Office of the County Recorder of Lake County, Illinois prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein (except first mortgage liens) shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

- **9.4** Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- **9.5 No Termination For Breach**. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
- **9.6** Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Section 2, 3, 4 or 5 of this Declaration, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Sections 2, 3, 4 or 5 of this Declaration, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections 2, 3, 4 or 5 of this Declaration.
- 10. <u>Term.</u> The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Lake County Recorder ("Effective Date") and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of Lots 1, 2, 3 and 4 in accordance with Section 11.2 hereof.

11. Miscellaneous.

11.1 <u>Attorneys' Fees</u>. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

- **11.2 Amendment**. The Owners agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Lots 1, 2, 3 and 4 evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Lake County, Illinois.
- 11.3 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing.
- **11.4 No Waiver**. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default
- 11.5 <u>No Agency</u>. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 11.6 <u>Covenants to Run with Land</u>. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 11.7 Grantee's Acceptance. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- 11.8 <u>Separability</u>. Each provision of this Declaration and the application thereof to Lots 1, 2, 3 and 4 are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the

validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Lots by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

- **11.9 Time of Essence**. Time is of the essence of this Declaration.
- **11.10** Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- 11.11 <u>Notices.</u> Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of Child's Place and Lavelle are as follows:

Child's Place:	
	Attn:
	Fax: ()
with copies to:	
	Attn:
	Fax: ()
<u>Lavelle</u> :	The Lavelle Family Limited Partnership LLLP
	440 E. Highway 173 Antioch, Illinois 60081
	Attn: John Lavelle
	Fax: ()
with copies to:	Thompson Coburn LLP
	55 East Monroe Street, 37 th Floor
	Chicago, Illinois 60603
	Attn: Charles Mangum
	Fax: (312) 782-1841

- **11.12** <u>Governing Law</u>. The laws of the State in which the Lots are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.
- 11.13 <u>Estoppel Certificates</u>. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.
- **11.14 Bankruptcy**. In the event of any bankruptcy affecting any Owner or occupant of any Lot, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
- **11.15** <u>Counterparts</u>. This Declaration may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

[Remainder of page intentionally left blank; signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first written above.

By:______

Name:_____

Its:_____

THE LAVELLE FAMILY LIMITED PARTNERSHIP LLLP, an Illinois limited

A CHILD'S PLACE, INC., an Illinois corporation

By:_____

Name:_____

Its:

5470700.4

NOTARIAL ACKNOWLEDGMENTS

STATE OF ILLINOIS)	SS		
COUNTY OF COOK))	33		
The undersigned, a Notar certify that as the appeared before me this day, in instrument as his own free and v said limited partnership for the u	of person, a voluntary	The Lave	who subscribed elle Family L ledged that he s the free, volunta	igned and delivered the said
GIVEN under my hand a	nd notari	al seal this	day of	, 2012.
		:	Notary Public	
My commission expires:				
STATE OF ILLINOIS COUNTY OF)	SS		
The undersigned, a Notar certify that as the person, and acknowledged that s and voluntary act and as the fre uses therein set forth.	of s/he signe	A Child's led and deliv	who subscribed Place, Inc., apper rered the said in	strument as her/his own free
GIVEN under my hand a	nd notari	al seal this	day of	, 2012.
			Notary Public	
My commission expires:				

CONSENT OF MORTGAGEE

	(the "Mort	gagee"), as holder c	of a mortgage or deed of
trust in the property to be encume hereby consents to the execution a shall be bound by this instrument property.	and recording of sa	aid instrument, and	l agrees that Mortgagee
IN WITNESS WHEREO duly authorized, 2012.			
	By:		
	Name:		
	Title:		
STATE OF) COUNTY OF)	SS		
The undersigned, a Notary hereby certify that of person, and acknowledged that he voluntary act and as the free, volunt, for the uses therein	signed and deliver	who subscribed to the said instrum	he foregoing instrument before me this day, in tent as his own free and
GIVEN under my hand and		day of	, 2012.
	_ N	otary Public	

Exhibit "A"

Legal Descriptions of Lots 1, 2, 3 and 4

Lot 1

Lot 2

Lot 3

Lot 4

Exhibit "B"

Site Plan

Exhibit "C"

Panels

ORDINANCE	
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AN ORDINANCE RATIFYING THE ESTABLISHMENT OF A SPECIAL SERVICE AREA WITHIN THE VILLAGE OF ANTIOCH (LAVELLE SUBDIVISION)

WHEREAS, Article VII, Section 7, of the Constitution of the State of Illinois grants the Village of Antioch the constitutional and statutory authority to establish special service areas; and

WHEREAS, special service areas are established pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 et seq. (the "Law"), which provides for the levying or imposing of taxes for the provision of special services to areas within the boundaries of non-home rule municipalities; and

WHEREAS, the "Petitioners" are the owners of the real property commonly known as the Lavelle Subdivision as depicted on Exhibit A, attached hereto and made a part hereof, within the Village of Antioch, and legally and commonly described in Exhibit B, attached hereto and made a part hereof (the "Area"), and

WHEREAS, the Petitioners have petitioned the Village to approve their proposed final plat of subdivision on land comprising the entire Area, and

WHEREAS, the Area includes certain environmentally sensitive wetlands (the "Loon Lake Wetlands") which are included within the drainage basin that feeds into East Loon Lake, and which are identified as ADID wetlands by the Illinois Department of Natural Resources and certain other governmental agencies with jurisdiction over wetland protection, and

WHEREAS, the Illinois Department of Natural Resources, individually and in conjunction with the United States Army Corps of Engineers and the Lake County Stormwater

Management Commission has approved the proposed final plat of the Lavelle Subdivision, subject to certain conditions that are required of the Petitioners to build and maintain in perpetuity certain drainage, retention and detention facilities to be located in the Area, and

WHEREAS, the Village, as the municipality in which the Area is located, has required, as a condition of the approval of the final plat of subdivision, that the Petitioners not only install all the foregoing drainage, retention and detention facilities at their own, sole cost and expense, but also to bear the entire cost of maintaining the same in perpetuity, which condition has been expressly accepted by the Petitioners, and

WHEREAS, to secure the foregoing obligations of the Petitioners, the Village's Corporate Authorities find that it is in the public interest that a Special Service Area be established and formed to provide special services as set forth below ("Special Service") if required because the Petitioners or their successors and assigns do not undertake the actions set forth below. These actions, as determined by the Village in its sole discretion, but without any obligation whatsoever to do so, in the Area strictly limited to the following:

- 1. Operation, maintenance, restoration, and preservation of the Loon Lake Wetlands area, as deemed necessary and appropriate by the Village's Corporate Authorities individually or in consultation with the United States Army Corps of Engineers, the Illinois Department of Natural Resources or the Lake County Stormwater Management Commission; and
- 2. Maintenance, restoration, landscaping, repair, replanting and reseeding of open space, common areas, and natural areas all in accordance with best management practices, including but not limited to those described in the final plat of subdivision of the Area, including any engineering requirements or management plan recorded with,

attached to, or referenced in the final plat of subdivision, as deemed necessary and appropriate by the Village's Corporate Authorities individually or in consultation with the United States Army Corps of Engineers, the Illinois Department of Natural Resources and the Lake County Stormwater Management Commission; and

- 3. Maintenance, restoration, and repair of compensatory storage areas, drainage ways and facilities, stormwater drainage areas, retaining walls, floodplains, and bioswales, within the Area including but not limited to maintenance of landscaping, including grass and shrub trimming, tree plantings, fertilizing and dead material replacement, mosquito abatement and, removal of debris, obstructions or other impediments as deemed necessary and appropriate by the Village's Corporate Authorities individually or in consultation with the United States Army Corps of Engineers, the Illinois Department of Natural Resources and the Lake County Stormwater Management Commission; and
- 4. In furtherance of the Special Services, the Village may charge professionals', contractors' and consultant's fees and costs associated with undertaking the the Special Services to the Special Service Area for payment thereof..

WHEREAS, under no circumstances shall the provision of such Special Services by the Village constitute an acceptance by the Village of any personal property or real property within the Area (other than the specific dedications, if any, provided for by the final plat of subdivision itself); and

WHEREAS, The term of the subject Special Service Area shall be perpetual and the nature of the Special Services involved is strictly limited to maintenance and repair of the stormwater structures and wetlands described hereinabove; and

WHEREAS, the Corporate Authorities further find as follows:

- a) that the Area is compact and contiguous and constitutes a separate and distinct subdivision of the Village;
- b) that the Area will benefit specially from the Special Services to be provided;
- c) that the Special Services are in addition to municipal services provided to the
 Village as a whole; and
- d) it is therefore in the best interests of the Village to provide for the levy for special taxes against said Area for the Special Services be provided in the event the owners of the Area fail to maintain the Area as required by the final plat of subdivision and any engineering; and

WHEREAS, a public hearing shall be held on the _____ day of March, 2012, at 7:30 p.m., at the Antioch Village Hall, 874 Main Street, Antioch, Illinois to review the creation and establishment of the subject Special Service Area of the Village of Antioch in the Area, as required by 35 ILCS 200/27-30; and

WHEREAS, at the public hearing there will be considered the levy of an annual tax not to exceed the annual rate of 0.600 percent of the assessed value, as equalized, of the real property within the subject Special Service Area ("Tax"), said tax to be levied annually from the date of this Ordinance to finance the Special Services. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Law. Notwithstanding the foregoing, said Tax shall be abated on a yearly basis through passage by the Village of the appropriate ordinance or resolution and said Area shall be "dormant" so long as the Special Services are performed by the Petitioner ortheir successors or assigns. The Village shall levy the Tax and not abate it only if the Petitioners ortheir successors or assigns fail to provide the Special

Services described herein and the Village elects to assume some or all of the said responsibilities; and

WHEREAS, notice of the public hearing shall be published at least once not less than 15 days prior to the public hearing in one or more newspapers of general circulation in the Village of Antioch, Illinois, specifically, the Lake County News-Sun. In addition, notice by mailing shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed subject Special Service Area. Said notice shall be mailed not less than 10 days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property; and

WHEREAS, all persons affected by the proposed formation of the subject Special Service Area shall be given an opportunity to be heard regarding the proposed formation of and the boundaries of the Special Service Area and shall be given the right to object to the formation of the proposed special service area and the levy of taxes affecting the Area within 60 days from the adjournment of said public hearing; and

WHEREAS, this ordinance is being considered prior to the public hearing, as allowed by 35 ILCS 200/27-30, and as such, Corporate Authorities shall hear and determine all protests and objections at the hearing. At the public hearing or at the first regular meeting of the corporate authorities thereafter, the Corporate Authorities may delete any specific portions of land from the final, approved special service area. However, the special service area must still be a contiguous area as defined in 35 ILCS 200/27-5;

NOW THEREFORE, BE IT ORDAINED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION 1: The recitals and findings set forth above are hereby incorporated into this Ordinance by this reference as if fully set forth herein. All defined terms herein shall have the same meaning and definition as those defined terms set forth in the recitals.

SECTION 2: That a Special Service Area is hereby established and consists of the Area, said real property being depicted in Exhibit A hereof and legally and commonly described Exhibit B hereof. The term of the Special Service Area is perpetual.

SECTION 3: The provision of the Special Services, as determined by the Village in its sole discretion without any obligation whatsoever to do so and as defined above, to the Area shall be financed by the levy of an annual tax not to exceed the annual rate of .600 percent of the assessed value, as equalized, of the real property within the Special Service Area. Under no circumstances shall the provision of such Special Services by the Village constitute an acceptance of any personal property or real property within the Area.

SECTION 4: Notwithstanding any other provisions contained herein the Tax shall be abated by the appropriate ordinance or resolution of the Village and said Area shall be "dormant" so long as the Special Services are performed by the Petitioners or their successors or assigns. The Tax shall not be abated and shall take effect only if the Petitioners or their successors or assigns, fail to maintain, repair, or replace the Special Services. Such failure to maintain, repair, replace, or provide the Special Services shall be established when the Petitioners, their successors or assigns, fail to cure or commence the cure of such failure to maintain within thirty (30) calendar days after receiving written notice from the Village that provides a specific description of the maintenance activities that have not been performed. The Village will thereafter annually levy hereunder up to the maximum rate specified herein for the cost of the said services, thereby activating the Special Service Area

<u>Service Area will be determined based upon the estimated budget for the Special Services described</u>

<u>herein established by the Village based on the history of actual costs for prior years, if any, and</u>

anticipated costs for the Special Services for the Area described herein;

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent necessary to resolve such conflict.

SECTION 7: The Village Clerk is directed to record a certified copy of this ordinance establishing or altering the boundaries of a special service area, containing a legal description of the territory of the area, the permanent tax index numbers of the parcels located within the territory of the area, an accurate map of the territory, a copy of the notice of the public hearing, and a description of the special services to be provided within 60 days next following its passage, approval and publication, as required by 35 ILCS 200/27-40.

SECTION 8: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form, which is hereby authorized, as provided by law.

PASSED BY	THE BOARI	O OF TRUSTEES	OF THE	VILLAGE	OF ANTIO	CH, ILLINC)IS,
ON THIS	_ DAY OF _		, 2012.				
ATTEST:							

	LAWRENCE M. HANSON, MAYOR
CANDI L. ROWE, VILLAGE CLERK	<u> </u>

MAYOR Dorothy A. Larson

CLERK Candi L. Rowe



TRUSTEES

Robert J. Caulfield, Jr.
Dennis B. Crosby
Lawrence M. Hanson
Robert McCarty
Scott A. Pierce
Michael W. Wolczyz

October 8, 2007

Ms. Kathi Davis
Illinois Department of Natural Resources
Impact Assessment Section
Division of Ecosystems & Environment
Office of Realty and Environmental Planning
One Natural Resources Way
Springfield, Illinois 62702-1271

Re: Antioch Retail Development
IL Route 173 and Deep Lake Road
Endangered Species Consultation Program
Natural Heritage Database Review #04-03174
Antioch, Lake County, Illinois

Dear Ms. Davis:

This letter is in response to the comments received from your office regarding the Endangered Species Review conducted for the referenced project. We appreciate the comments you have provided as well as your concern for the natural resources within our community. As stewards of the land within our corporate limits, we have carefully reviewed the recommendations you have made and we offer the following response.

In addition to the natural resource information you have identified, there are eight (8) specific items identified in your letter. We are responding to each of these individually.

1. Under the requirements of the Corps of Engineers Permit that was received (COE #200400396), the annual monitoring reports for the project will be submitted to the Corps of Engineers by the developer and successive owners to assure that the permit conditions are being met. The Village of Antioch will also receive copies of this annual report.

For each transfer of the property, the new owner will have to provide to the Village, the entity responsible for maintenance of the BMP's. Any modifications to these features will have to be approved by the Village of Antioch.

2. The current developer of the site has indicated his preference to require alternative de-icers that do not include sodium chloride for the proposed parking

lots. Limiting the use of de-icing materials on site will offset de-icing salts that enter the property from off-site areas, which are beyond the control of the owner and Village of Antioch. Salt will be allowed on the walkway entrances to the various commercial entities that will utilize the site.

- 3. By implementing item 2 above, we believe that the proposed vegetation in the bio-swales will survive the reduced salt loading. The Developer has committed to supply the Village a remedial program if the annual reports indicate that the native vegetation is not successful.
- 4. The developer has committed to submitting a plan for maintenance of the oil and grease traps on the site. The owner and successors have committed to documenting the maintenance schedule and the treatment of the by-products (removed, treated, etc.) These reports shall be submitted to the Village
- 5. The Village of Antioch has a litter control ordinance, with which this site must comply. Failure to comply with this ordinance will allow the Village to cite the development. In addition, the developer and its successors will contract with a professional maintenance company for weekly trash pick-up and on an as-needed basis. The developer will provide the trash company name and contact information to the Village.
- 6. At this time, there is no documentation that Sandhill Cranes or other listed species utilize this portion of the site. During the pre-construction meeting, the Village will require that the contractor be made aware of the listed species in the vicinity of the project. Specific information on the species will be provided to the contractor. If any listed species is observed within the construction area, the developer and contractor will be required to notify the Village and the IDNR of this issue.
- 7. The Village will require a landscaping plan as part of the development. The Village will request that a visual screen of conifers be planted along the south and west sides of the development; however, if these plantings would increase impacts to the adjacent wetlands, then other methods of screening will be investigated.
- 8. Because of similar concerns for the Wal-Mart and Menards development immediately north of this site, the developers and successors have committed to a lighting plan with similar restrictions. Furthermore, restrictions will be placed on lighted signage that will be utilized for the future businesses occupying this site. The site will be required to comply with existing signage ordinances.

We appreciate your recognition of the minimization efforts that have been undertaken by the project team to date. Implementation of these above listed items should provide further protection of the natural resources in the area. We feel that the above actions Re: Antioch Retail Development - Illinois Route 173 and Deep Lake Road, Antioch, IL Natural Heritage Database Review #04-03174

August 13, 2007

will minimize and avoid impacts to sensitive areas and species. We are thereby requesting the termination of consultation for this project. If you have any questions or require additional information, please call me at 847-395-1000

Sincerely.

Village of Antioch

Enclosures

cc: Mr. John Lavelle, Antioch Tire and Battery

Mr. Tracy Richard, Manhard Consulting

Mr. Jim Novak, Huff & Huff



DEPARTMENT OF THE ARMY

PERMIT

PERMITTEE: Mr. John Lavelle

APPLICATION: 200400396

ISSUING OFFICE: U.S. Army Corps of Engineers, Chicago District

DATE:

You are hereby authorized to perform work in accordance with the terms and conditions specified below.

Note: The term "you" and its derivatives, as used in this authorization, means the permittee or any future transferee. The term "this office" refers to the U.S. Army Corps of Engineers, Chicago District.

PROJECT DESCRIPTION: Commercial development consisting of two buildings, parking lots and a stormwater basin resulting in 0.14 acres of impact to high quality wetland as as described in your notification and as shown on the plans titled, "Site Dimensional and Paving Plan," dated December 5, 2005 (revised May 1, 2006), prepared by Manhard Consulting, Ltd.

To offset project impacts, you have provided funding for approximately 15 acres of wetland enhancement at the Chain O'Lakes State Park as described in the approved mitigation plan entitled "Proposal for Chain O'Lakes State Park Ecological Restoration," dated November 30, 2006, and prepared by Hey and Associates, Inc.

PROJECT LOCATION: Southwest of Deep Lake Road and IL Route 173 in Antioch, Lake County, IL (Section 15, Township 46 N, Range 10 E.

GENERAL CONDITIONS:

1. The time limit for completing the authorized work ends on October 28, 2014. If you find that you need more time to complete the authorized activity(s), submit your request for a time extension to this office for consideration at least 60 days before the above date is reached.

- 2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
- 3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- 4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
- 5. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project. Conditions of the certification are conditions of this authorization. For your convenience, a copy of the certification is attached if it contains such conditions.
- 6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being accomplished in accordance with the terms and conditions of your permit.

SPECIAL CONDITIONS: To ensure that the activity has minimal individual and cumulative impacts, the following special conditions are required:

- 1. This authorization is based on the materials submitted as part of application number 200400396. Failure to comply with the terms and conditions of this authorization may result in suspension and revocation of your authorization.
- 2. You shall undertake and complete the project as described in the plans titled, "Site Dimensional and Paving Plan," dated December 5, 2005 (revised May 1, 2006), prepared by Manhard Consulting, Ltd and, including all relevant documentation to the project plans as proposed.
- 3. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project.
- 4. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Lake County Stormwater Management Commission (LCSMC)'s written and

verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.

- 5. You shall insure that all remaining wetlands adjacent upland buffers are protected through a conservation easement. You shall enter into negotiations with a nonprofit conservation group or agency willing to accept a conservation easement on the property. The approved construction drawings and USACE authorization number shall be included as an exhibit in the conservation easement and be recorded with the Registrar of Deeds or other appropriate office charged with the responsibility for maintain records of title or interest in real estate property. Within 30 days of receipt of this authorization, you shall submit to this office a draft copy of the conservation easement for review. Recording of the approved document shall occur upon approval from this office.
- 6. You shall install educational signs which identify the presence of Federally-protected wetlands, highlighting the values of wetlands in terms of wildlife habitat, water quality, and flood control. The signs shall be spaced every 200 feet at the boundary of all adjacent upland buffers and installed by the end of construction.
- 7. You must fully implement the "Monitoring and Maintenance Plan Best Management Practices Vegetated Swales and Stormwater Detention Basins" dated February 2006, prepared by Huff & Huff, Inc. As discussed in this plan you are required to submit yearly monitoring reports to our office discussing the establishment and management of vegetation in the buffers, detention area and the vegetated swales.
- 8. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.
- 9. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
- 10. You shall ensure that any wetland areas created or preserved as mitigation for work authorized by this permit shall not be made subject to any future construction and/or fill activities, except for the purposes of enhancing or restoring the mitigation area associated with this permit. All plans are to be approved by this office prior to commencement of any work.
- 11. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

- () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- (x) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
- 2. Limits of this Authorization.
- a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on the behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modifications, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in the reliance on the information you provided.
- 5. Reevaluation of Permit Decision. The office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 established a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that and conditions of this authorization.	t you accept and agree to comply with the terms
PERMITTEE Mr. JOHN LAVELLE	DATE
200400396	
Corps Authorization Number	_
This authorization becomes effective when the Fe Secretary of the Army, has signed below.	ederal official, designated to act for the
For and on behalf of Frederick Drummond Colonel, U.S. Army District Commander	DATE
If the structures or work authorized by this authorized by this authorized property is transferred, the terms and conditions on the new owner(s) of the property. To validate associated liabilities associated with compliance transferee sign and date below. The document sha submitted to the Corps.	of this authorization will continue to be binding the transfer of this authorization and the with its terms and conditions, have the
CORPS PROJECT NUMBER	
TRANSFEREE	DATE
ADDRESS	_
TELEPHONE	_

This instrument was prepared by and when recorded return to:

Manhard Consulting, Ltd. 900 Woodlands Parkway Vernon Hills, Illinois 60061 Attn: Tracy T. Richard, P.E.

Existing PIN: 02-16-400-022

DEED RESTRICTION/COVENANT

WHEREAS, Lavelle Family Limited Partnership, hereinafter called the Grantor, is the owner in fee simple of certain real property, hereinafter called "Restricted Property," which property is set forth on Exhibit A hereto

WHEREAS, the Restricted Property is a wetland under the regulatory jurisdiction of the Chicago District of the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344).

WHEREAS, the Grantor is the applicant for a Corps of Engineers permit, 200400396, to place fill in wetlands other than that property called restricted property, hereinafter called "other wetlands," in accordance with plans which form a part of the U.S. Army Corps of Engineers permit number 200400396 and; the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetland pursuant to Section 404 of the Clean Water Act (33 USC 1344).

WHEREAS, the Grantor and the U.S. Army Corps of Engineers have reached an agreement whereby the Grantor will be permitted to place fill in other wetlands in accordance with the terms and conditions of Corps of Engineers permit number 200400396; and that in consideration for the Grantor to place fill in other wetlands, the Grantor will mitigate the adverse environmental effects resulting from the placement of fill material in other wetlands by enhancing, enlarging, and/or creating wetlands per the approved wetland mitigation plan and establishing a buffer around said wetlands (if required by the Corps of Engineers), which when completed will be what is described as the Restricted Property and dedicating the realty described as Restricted Property for the perpetual use as a natural area in accordance with the terms and conditions of this document and the above mentioned permit.

WHEREAS, a permit to place fill in other wetlands was conditioned on the dedication of the Restricted Property for environmental mitigation, and; which in 30 days of the receipt of this document from the U.S. Army Corps of Engineers, the Grantor shall submit to the U.S. Army Corps of Engineers a certified copy of this document, as recorded in the office of the County Recorder for Lake County, Illinois; and the Grantor specifically acknowledges as fat that said permit is issued in consideration for the execution and recording of this document and compliance with the covenants and deed restrictions herein.

NOW THEREFORE, the Grantor, for and in consideration of the facts recited above enters into the following covenants and deed restrictions on behalf of himself/herself, his/her heirs and assigns:

1. The U.S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right.

- 2. Employees of the U.S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic, and open condition and the right, following reasonable advance notice to the Grantor, its successors and assigns, to enter Restricted Property at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or its successors or assigns, is complying with the covenants and deed restrictions herein.
- 3. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no dredged or fill material placed on Restricted Property except as necessary or appropriate for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200400396.
- 4. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to: signs, billboards, or other advertising material, or other structures placed on Restricted Property.
- 5. Without prior express written consent from the U.S. Army Corps of Engineers the Grantor, its successors and assigns shall not cause or allow the removal of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material except as necessary or appropriate for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200400396 and fulfillment of the associated conditions of the permit, and as may be caused by acts of God on Restricted Property.
- 6. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200400396 and the associated conditions of the permit on Restricted Property.
- 7. Without prior express written consent from the U.S. Army Corps of Engineers Grantor, its successors and assigns shall not cause or allow the application of insecticides or herbicides except as specified by U.S. Army Corps of Engineers permit number 200400396 on Restricted Property.
- 8. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no grazing or keeping of cattle, sheep, horses or other livestock on Restricted Property.
- 9. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property.
- 10. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no utility lines placed overhead or within the Restricted Property, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines may remain, but any maintenance work requiring intrusion into the Restricted Property shall require prior authorization by the U.S. Army Corps of Engineers.
- 11. Without prior express written consent from the U.S. Army Corps of Engineers Grantor, its successors and assigns shall not cause or allow modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Property. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures.

These land use restrictions and other terms of these deed restrictions and covenants may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Illinois.

Except as expressly limited herein, the Grantor reserves for itself, its successors and assigns, all rights as owner of Restricted Property, including the right to use the property for all purposes not inconsistent with this grant.

The terms and conditions of these deed restrictions and covenants shall, as of the date of execution of this document, bind the Grantor to the extent of his legal and/or equitable interested in Restricted Property, and; these deed restrictions and covenants shall run with the land and be binding on the Grantor and its successors and assigns forever.

Any transfer, conveyance, or encumbrance of Restricted Property or any part thereof, shall provide adequate notice to any affected party of the existence, terms and conditions of these deed restrictions and covenants, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of Restricted Property shall reference, incorporate by reference or set forth the terms and conditions of this document.

document.	
In witness whereof, said Grantor has caused its name to be s	igned to these presents by its
, and attested by its	_ this $\overline{\mathcal{A}}\overline{\mathcal{b}}$ day of $\overline{N}\overline{\mathcal{O}}$, 20 [].
LAVELLE FAMILY LIMITED PARTNERSHIP	
By:	
JOHN J Lavelle Sr. Partner	
Printed Name and Title	
ATTEST: Hellelley	
Stevannwendlen	
Printed Name and Title	
State of Illinois County of Lake	
I, the undersigned, a Notary Public in and for said County, in t	he State aforesaid, do hereby certify that
personally known to me to be the same persons whose	
personally known to me to be the same persons whose instrument, appeared before me this day in person and signe	names are subscribed to the foregoing
free and voluntary act for the uses and purposes therein set for	orth.
Given under my hand and official seal this $\overline{\mathcal{AF}}$ day of $\overline{\mathcal{AF}}$	201).
20 1 H	
Notary Public	*************************************
My commission expires 1-6-2014,	OFFICIAL SEAL PATRICIA M. SIKIC NOTARY PUBLIC, STATE OF ILLI MY COMMISSION EXPIRES 1-8-2
	The state of the s

OFFICIAL SEAL
PATRICIA M. SIKICH
NOTARY PUBLIC. STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-6-2014

EXHIBIT A

LEGAL DESCRIPTION FOR WETLAND CONSERVATION AREA VILLAGE OF ANTIOCH, ILLINOIS

THAT PART OF THE EAST 397.3 FEET OF LOT 19 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A DISK AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 1326.96 FEET, TO THE SOUTH LINE OF NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST, ALONG SAID SOUTH LINE, 55.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEEP LAKE ROAD (ALSO KNOWN AS COUNTY HIGHWAY 36) AS DEDICATED BY DOCUMENT NUMBER 5670397, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, 342.31 FEET, TO A LINE 397.30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG SAID PARALLEL LINE, 682.50 FEET, THENCE SOUTH 89 DEGREES 37 MINUTES 59 SECONDS EAST, 21.10 FEET; THENCE SOUTH 19 DEGREES 37 MINUTES 29 SECONDS EAST, 56.80 FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 24 SECONDS EAST, 57.99 FEET; THENCE NORTH 56 DEGREES 13 MINUTES 37 SECONDS EAST, 46.38 FEET; THENCE SOUTH 74 DEGREES 40 MINUTES 41 SECONDS EAST, 55.25 FEET; THENCE SOUTH 53 DEGREES 48 MINUTES 43 SECONDS, 68.44 FEET; THENCE NORTH 71 DEGREES 50 MINUTES 25 SECONDS EAST, 119.32 FEET, TO A LINE 55.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE AFORESAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 01 SECONDS WEST, ALONG SAID LINE, 595.55 FEET, TO THE POINT OF BEGINNING.

CONTAINING 205,128 SQUARE FEET, (4.709 ACRES) MORE OR LESS.

PREPARED BY:
MANHARD CONSULTING, LTD.
900 WOODLANDS PARKWAY
VERNON HILLS, ILLINOIS 60061
PHONE: 847.634.5550 FAX: 847.634.0095

EXHIBIT A

WETLAND CONSERVATION AREA

LEGEND AND ABBREVIATIONS



= WETLAND CONSERVATION AREA

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

	LINE TABLE	
LINE	BEARING	LENGTH
L1	N 00°22'01" E	1326.96
L2	S 89°56'04" W	55.00'
L3	S 89°56'04" W	342.31'
L4	N 00°22'01" E	682.50'
L5	S 89'37'59" E	21.10'
L6	S 19*37'29" E	56.80'
L7	S 45'10'24" E	57.99'
L8	N 5613'37" E	46.38'
L9	S 74'40'41" E	55.25'
L10	S 53'48'43" E	68.44'
L11	N 71°50'25" E	119.32'
L12	S 00°22'01" W	595.55'

SURVEYOR'S NOTES:

- 1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- 2. THIS EXHIBIT IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD HAVE NOT BEEN SHOWN.
- 3. THIS EXHIBIT WAS PREPARED FOR LAVELLE FAMILY PARTNERSHIP, LLP. BASED ON A FIELD BOUNDARY SURVEY COMPLETED ON JUNE 6, 2011. THE BASIS OF BEARINGS IS ASSUMED AND BASED ON GPS OBSERVATIONS.
- 4. THE PROPOSED LOTS SHOWN HEREON ARE BASED ON THE PRELIMINARY PLAT OF LAVEELLE SUBDIVISION LAST DATED NOVEMBER 1, 2011.
- MANHARD CONSULTING LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2013.

ILLINOIS ROUTE 173 (F.A. ROUTE 202) PROPOSED LOT AND 36 SOUTHEAST N 16-46-10 / P LAKE ROAD HIGHWAY OF THE SO F SECTION OF DEEP L PROPOSED LOT 2 CENTERLINE OF COUNTY UNSUBDIVIDED LAND ED RECORDED SEPTEMBER 21, 2008 AS DOCUMENT NUMBER 8061245 PROPOSED LOT 3 397.30 55.00 15.00' DEED I CONSERVATION ROAD PER IN ROAD DEDICATED PER RECORDED OCTO AS DOCUMENT N LAKE DEEP SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16-46-10 P.O.B. 21 Unsubdivided Land DEED RECORDED AUGUST 10, 1999 AS DOCUMENT NUMBER 4399380 P.O.C. FOUND DISK AT CORNER

-SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16-46-10

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Manhard

900 Woodlands Parkway, Vernon Hills, IL 60061 tal : (847) 634 5550 fex : (847) 634 0095 www.manhard.com Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers Construction Managers • Environmental Scientists • Landscape Architects • Planners **EXHIBIT A**

VILLAGE OF ANTIOCH, ILLINOIS

WETLAND CONSERVATION AREA

PROLIMEN: RS
DRAWN DV: ERV

11/17/11 1"=200" EXHIBIT

A 110911 Dwg Name: P: \Atian4\dwg\Surv\Final

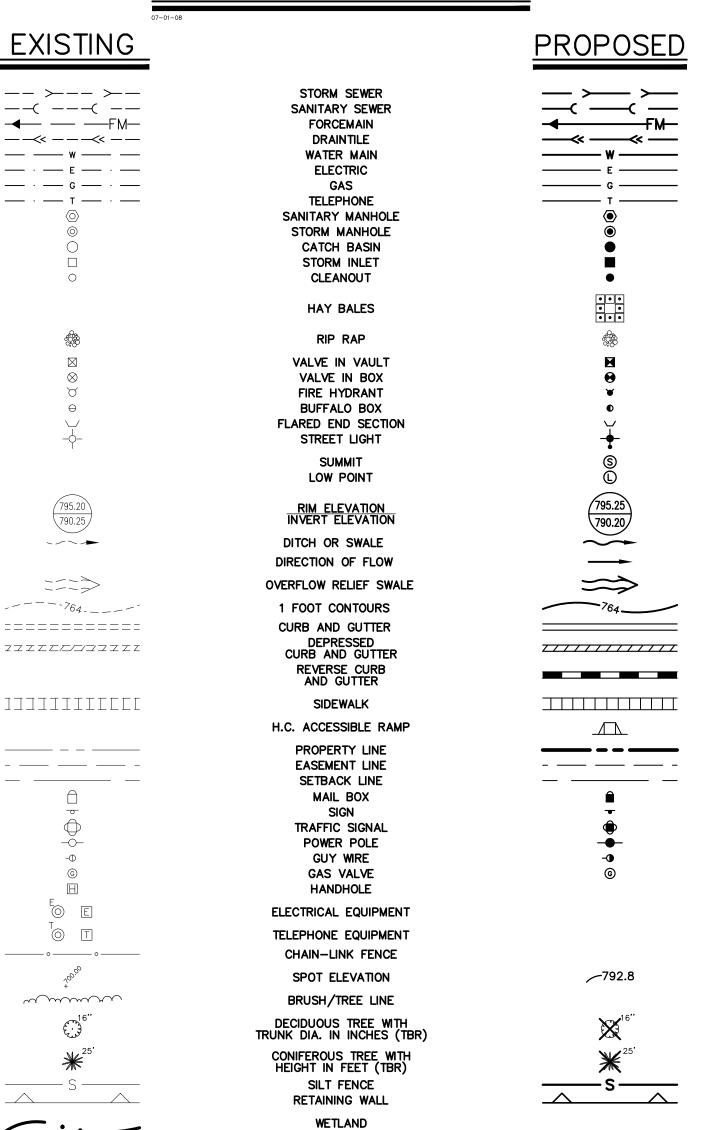
Exhibi

Wetland

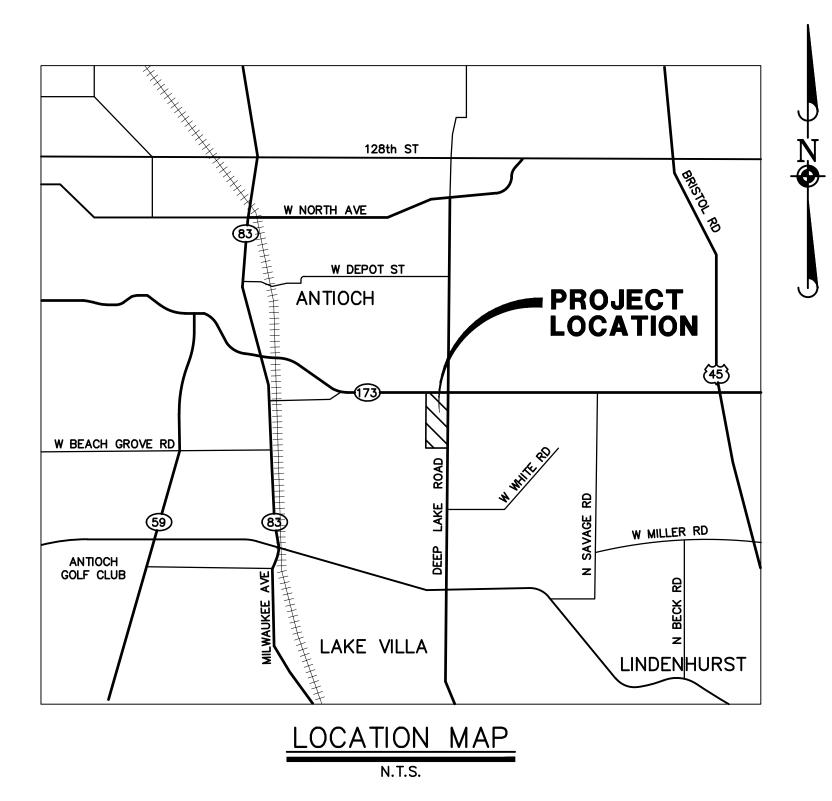
Drawings\Exhibits

ANTIOCH DAYCARE AND RETAIL DEVELOPMENT

STANDARD SYMBOLS



Located at the Southwest Corner of IL RTE 173 and Deep Lake Road Village of Antioch, Illinois



JOHN LAVELLE LAVELLE FAMILY PARTNERSHIP, LLP 440 EAST ILLINOIS ROUTE 173 ANTIOCH, ILLINOIS 60002 (847)421-5000

		07-01-08		
ADJ	ADJUST		FES	FLARED EN
AGG.	AGGREGATE		F/L	FLOW LINE
ARCH	ARCHITECT		FM	FORCE MA
B.A.M.	BITUMINOUS AGGREGATE MIXTURE		G	GROUND
B-B	BACK TO BACK		GAS	GAS
B/P	BOTTOM OF PIPE		G/F	GRADE AT
B/W	BACK OF WALK		G/WALL	GRADE AT
B-BOX	BUFFALO BOX		GM	GENERAL N
BIT.	BITUMINOUS		GR	GROCERY
BM	BENCHMARK		GW	GUY WIRE
B.O.	BY OTHERS		HDWL	HEADWALL
C.E.	COMMERCIAL ENTRANCE		HH	HANDHOLE
СВ	CATCH BASIN		HWL	HIGH WATE
CL	CENTERLINE		HYD.	HYDRANT
CLID	CLOSED LID		INL	INLET
CMP	CORRUGATED METAL PIPE		INV.	INVERT
CNTRL	CONTROL		IP.	IRON PIPE
C.O.	CLEANOUT		MAX.	MAXIMUM
CONC.	CONCRETE		MB	MAILBOX
CY	CUBIC YARD		MH	MANHOLE
D DIA.	DITCH		MIN.	MINIMUM
DIA. DIP	DIAMETER DUCTILE IRON PIPE		NWL	NORMAL W
DIWM	DUCTILE IRON PIPE DUCTILE IRON WATER MAIN		OLID	OPEN LID
DIWM	DOWNSPOUT		P.E. PC	PRIVATE E
DT	DRAIN TILE		PCC	POINT OF POINT OF
E'	ELECTRIC		PGL	PROFILE G
Ē-E	EDGE TO EDGE		PI	POINT OF
ĒLĒV.	ELEVATION		PL	PROPERTY
E/P	EDGE OF PAVEMENT		PP	POWER PO
ĒX.	EXISTING		PROP.	PROPOSED
F.E.	FIELD ENTRANCE		PT	POINT OF
F-F	FACE TO FACE		PVC	POLYVINYL

FINISHED FLOOR

卫 LOCATING

Call 48 hours before you dig

1-800-892-0123

EXCAVATORS

ES	FLARED END SECTION
·/L	FLOW LINE
·м ¯	FORCE MAIN
}	GROUND
SAS	GAS
G/F	GRADE AT FOUNDATION
/WALL	GRADE AT WALL
Я́М	GENERAL MERCHANDISE
R	GROCERY
SW W	GUY WIRE
I DWL	HEADWALL
I H	HANDHOLE
I WL	HIGH WATER LEVEL
IYD.	HYDRANT
NL	INLET
NV.	INVERT
P	IRON PIPE
IAX.	MAXIMUM
IB	MAILBOX
AH	MANHOLE
AIN.	MINIMUM
IWL	NORMAL WATER LEVEL
DLID	OPEN LID
P.E.	PRIVATE ENTRANCE
C	POINT OF CURVE
CC	POINT OF COMPOUND CURVE
PGL	PROFILE GRADE LINE
2	POINT OF INTERSECTION
PL	PROPERTY LINE
PPOD	POWER POLE PROPOSED
PROP.	POINT OF TANGENCY
PVC PVC	POLYVINYL CHLORIDE PIPE
PVC	POINT OF VERTICAL CURVE
VC	FOINT OF VERTICAL CORVE

PVI PVT P	POINT OF VERTICAL INTERSECTION POINT OF VERTICAL TANGENCY PAVEMENT
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
R	RADIUS
R.O.W.	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
REM RR	REMOVAL RAILROAD
RT	RIGHT
SAN	SANITARY
SF	SQUARE FOOT
SHLD.	SHOULDER
SL	STREET LIGHT
SMH	SANITARY MANHOLE
ST	STORM
STA.	STANDARD
STD SW	STANDARD SIDEWALK
SY	SQUARE YARDS
TBR	TO BE REMOVED
Ť	TELEPHONE
T-A	TYPE A
T/C	TOP OF CURB
T/F	TOP OF FOUNDATION
T/P	TOP OF PIPE
T/W	TOP OF WALK
T/WALL	TOP OF WALL
TEMP	TEMPORARY
TRANS	TRANSFORMER
V.B.	VALVE BOX
VCB V.V.	VITRIFIED CLAY PIPE VALVE VAULT
v.v. WL	WATER LEVEL
WM	WATER MAIN

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES, NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.



Construction Managers • Environmental Scientists • Landscape Architects • Planners

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1.	TITLE SHEET
2.	EXISTING CONDITIONS
3.	SOIL EROSION AND SEDIMENTATION CONTROL PLAN
4.	SOIL EROSION CONTROL NOTES AND DETAILS
5.	SITE DIMENSIONAL AND PAVING PLAN
6.	GRADING PLAN
7.	UTILITY PLAN
7A.	OFFSITE UTILITY PLAN
8.	SANITARY SEWER PLAN AND PROFILE
9.	LANDSCAPE PLAN
10.	LANDSCAPE NOTES AND DETAILS
11.	CONSTRUCTION DETAILS
12.	CONSTRUCTION DETAILS
13.	CONSTRUCTION SPECIFICATIONS
14.	STORMWATER LIFT STATION
15.	PHASING PLAN

BENCHMARKS:

SOURCE BENCHMARK: LAKE COUNTY DEPARTMENT OD TRANSPORTATION MONUMENT AT THE INTERSECTION OF DEEP LAKE ROAD AND DEPOT STREET. ELEVATION=821.86

SITE BENCHMARK 1: (SBM1) CHISELED SQUARE CUT IN TOP CENTER OF CONCRETE HEADWALL LOCATED ON THE NORTH SIDE OF ILLINOIS ROUTE 173 AND 520'

WEST OF CENTER LINE OF DEEP LAKE ROAD. ELEVATION=782.57

SITE BENCHMARK 2: (SBM2) 16 PENNY NAIL SET IN EAST FACE OF POWER POLE LOCATED ON THE WEST SIDE OF DEEP LAKE ROAD AND 855 FEET NORTH OF CENTERLINE OF ILLINOIS ROUTE 173. ELEVATION=804.56

(847) 395-0142

CONTACT: JIM KEIM

NOTES:

1. THE TOPOGRAPHY SURVEY FOR THIS PROJECT IS BASED ON A FIELD SURVEY PREPARED BY MANHARD CONSULTING LTD. AND WAS PERFORMED ON SEPT. 13, 2003. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.

<u>UTILITY</u>	<u>CONTACTS</u>
ELECTRIC COMED 1500 FRANKLIN BLVD. LIBERTYVILLE, IL 60048 (847) 816-5329 CONTACT: BRIAN HAUCK	WATER/SEWER: PUBLIC WORKS DEPARTMENT 796 HOBLEK DRIVE ANTIOCH, IL 60002 (847) 395-1881 CONTACT: DENNIS HEIMBRODT
GAS: NICOR GAS 300 W, TERRAWTTA CRYSTAL LAKE, IL 60014 (847) 598-4005 CONTACT: TIM HENEGHEN	TELEPHONE: AMERITECH 1200 N. ARLINGTON HEIGHTS ROAD ARLINGTON HEIGHTS, IL 60004 (847) 759-5581 CONTACT: SAL MARTINEZ
MUNICIPALITY VILLAGE OF ANTIOCH 874 MAIN STREET ANTIOCH, IL 60002	CABLE: COMCAST 688 INDUSTRIAL DRIVE ELMHURST, IL 60126

(630) 600-6348

CONTACT: FRANK GAUTIER

PROJ. MGR.: TTR PROJ. ASSOC.: RJS 9-29-11 <u>N.T.S.</u> SCALE: SHEET

DEVELOI

RETAIL

ARE

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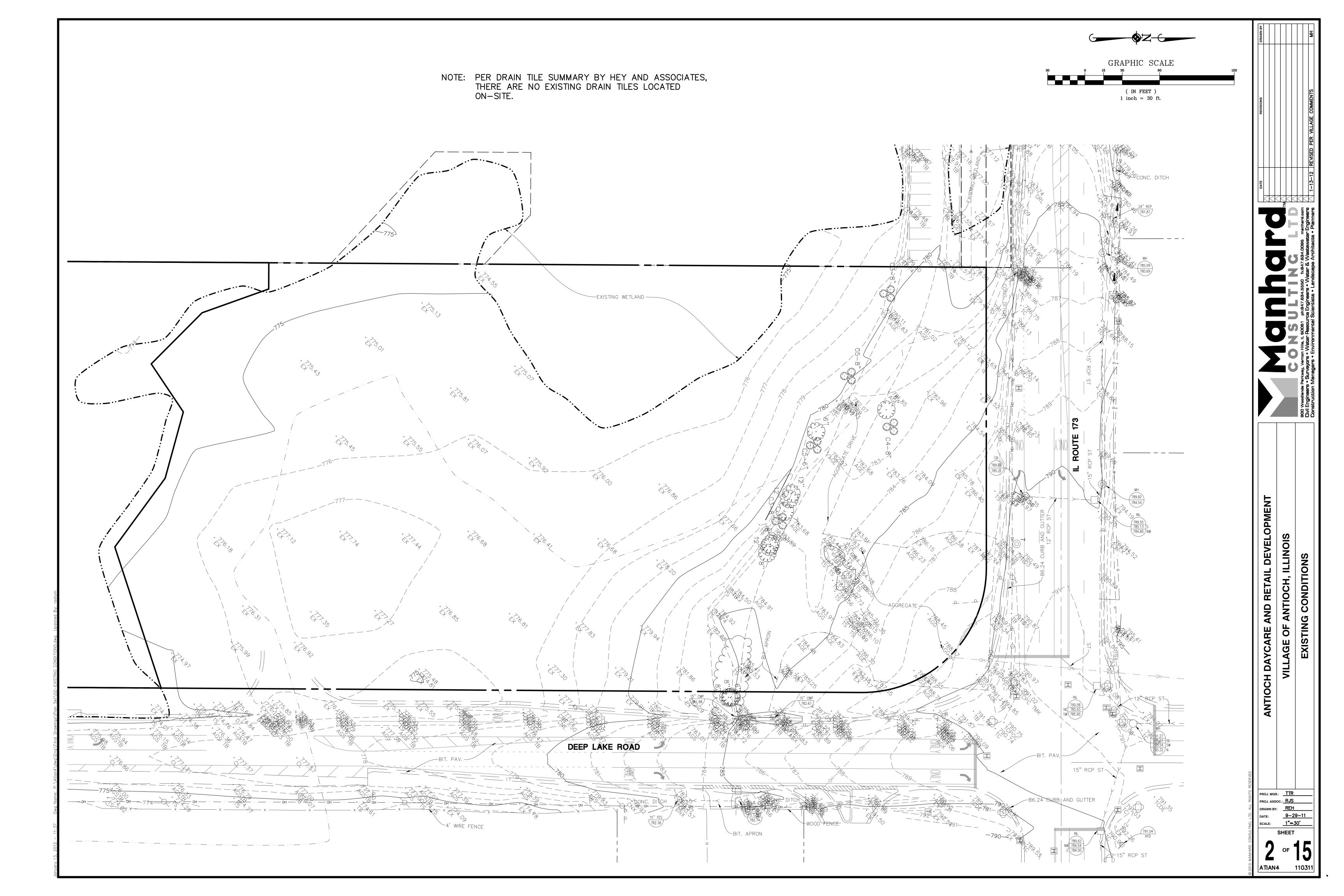
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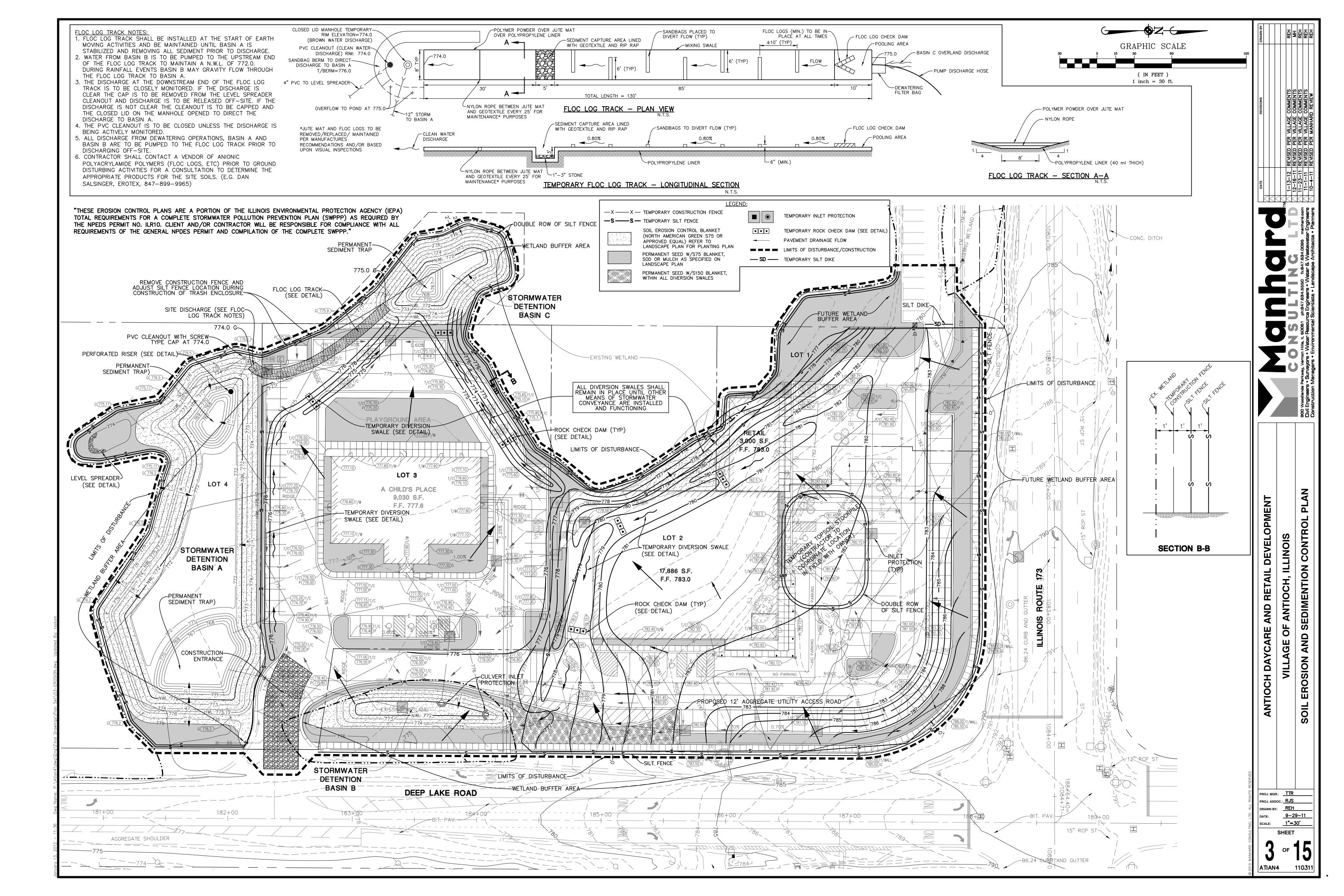
ILLINOIS

OF

VILLAGE

ATIAN4 110311





SOIL EROSION AND SEDIMENTATION CONTROL GENERAL NOTES

- ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE "ILLINOIS URBAN MANUAL".
- 2. MAINTENANCE AND REPLACEMENT OF EROSION CONTROL ITEMS, WHEN DIRECTED BY THE OWNER, SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
- 3. THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER OR EQUIVALENT SNOWFALL. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF SAID MEASURES SHALL BE MADE IMMEDIATELY.
- . INSTALL ALL PERIMETER SILT FENCING PRIOR TO ANY CLEARING OR GRADING. ONSITE SEDIMENT CONTROL MEASURES AS SHOWN AND SPECIFIED BY THIS EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE CONSTRUCTED AND FUNCTIONAL PRIOR TO INITIATING CLEARING, GRADING, STRIPPING, EXCAVATION OR FILLING ACTIVITIES ON THE SITE.
- STORM WATERS FALLING ON THE ENTIRE SITE SHALL BE DIVERTED INTO THE DETENTION BASIN, PRIOR TO BEGINNING MASS EXCAVATION, THE CONTRACTOR SHALL CONSTRUCT DITCHES, SWALES, SEDIMENTATION TRAPS (DETENTION BASIN) AND SILTATION CONTROL MEASURES AS REQUIRED TO INTERCEPT SURFACE WATERS BEFORE THEY FLOW ONTO ADJACENT PROPERTY AND CONVEY THEM TO THE DETENTION BASIN.
- 6. DISTURBED AREA SHALL BE STABILIZED BY SEEDING AT A MINIMUM, WITHIN SEVEN (7) DAYS OF COMPLETION OF DISTURBANCE UNLESS THE AREA WILL BE DISTURBED WITHIN FOURTEEN (14) DAYS AND GRASS SOWN AS NECESSARY TO RE- ESTABLISH VEGETATION FOR CONTROL OF SILTATION AND SOIL EROSION.
- 7. TEMPORARY SEED MIXTURE SHALL BE APPLIED AT 64 LBS/ACRE.
- 8. FILTER FABRIC OR AN INLET PROTECTION DEVICE SHALL BE INSTALLED UNDER THE GRATING OF EACH DRAINAGE STRUCTURES. FABRIC SHALL BE CUT LARGE ENOUGH SUCH THAT THE ENTIRE GRATE IS COVERED WITH 24" MIN. OVERHANG TO COLLECT
- 9. TOPSOIL STOCKPILES SHALL BE SEEDED WITHIN SEVEN (7) CALENDAR DAYS OF COMPLETION FOR EROSION CONTROL UNLESS THEY WILL BE DISTURBED WITHIN FOURTEEN (14) CALENDAR DAYS. ALL SOIL STORAGE PILES SHALL BE PROTECTED FROM EROSION WITH SILT FENCE ON THE DOWN SLOPE SIDE OF THE PILES.
- 10. DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS
- 11. WATER PUMPED DURING CONSTRUCTION OPERATION SHALL BE DIRECTED TO THE FLOC LOG TRACK.

- 12. DUST CONTROL SHALL BE PERFORMED ON A DAILY BASIS USING WATER DISPERSED FROM A TRUCK MOUNTED TANK WITH STANDARD DISCHARGE HEADER TO PROVIDE A UNIFORM RATE OF APPLICATION.
- 13. TEMPORARY GRAVEL CONSTRUCTION ENTRANCES SHALL BE MAINTAINED, ADJUSTED OR RELOCATED AS NECESSARY TO PREVENT SEDIMENT FROM BEING TRUCKED ONTO PUBLIC ROADWAYS. ANY SEDIMENT REACHING A PUBLIC ROAD SHALL BE REMOVED BY SHOVELING OR STREET CLEANING BEFORE THE END OF EACH WORKING DAY.
- 14. ANY LOOSE MATERIAL THAT IS DEPOSITED IN THE FLOW LINE OF ANY GUTTER OR DRAINAGE STRUCTURE DURING CONSTRUCTION OPERATIONS SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY.
- 15. OVERLAND FLOW SHALL BE DIRECTED TO THE DETENTION BASIN PRIOR TO LEAVING
- 16. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE CLIENT OR OTHER JURISDICTIONAL GOVERNMENTAL ENTITIES.
- 17. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN 30 DAYS OF FINAL STABILIZATION.

ROCK CHECK DAM - RIPRAP

PROFILE

CENTERLINE LOOKING DOWNSTREAM

Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE,

Table 1 or 2, Class I, II, or IV and shall be placed over the cleared area prior to

Coarse aggregate shall meet one of the following IDOT gradations, CA-1, CA-2, CA-3, or CA-4.

Riprap shall meet IDOT gradation RR-3 or RR-4 and meet Quality Designation A.

For added stability, the base of the dam may be keyed 6 inches into the soil.

ROCK CHECK DAM—COARSE AGGREGATE IL—605CA may be used for drainage areas

25 ROCKFILL using placement Method 1 and Class III compaction.

See plans for spacing of dams and H dimensions.

Maximum drainage area to each dam is 10 acres

___ Date ___

Coarse aggregate and riprap shall be placed according to construction specification

Coarse Aggregate —

— Top Of Bank

Filter Fabric

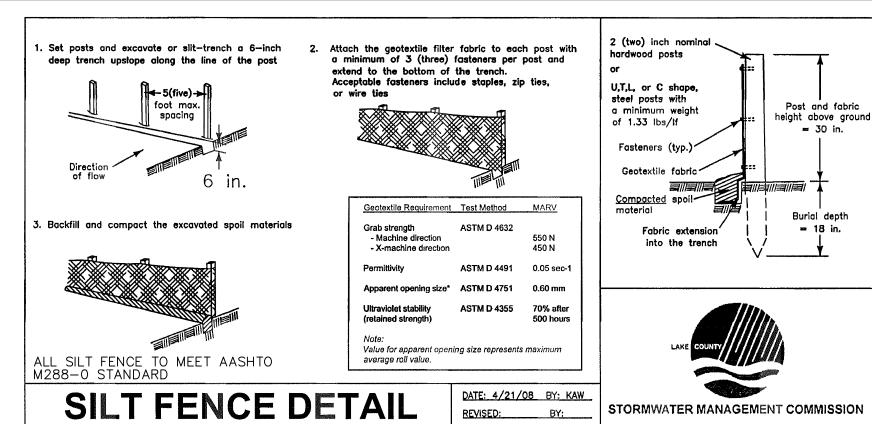
the placing of rock.

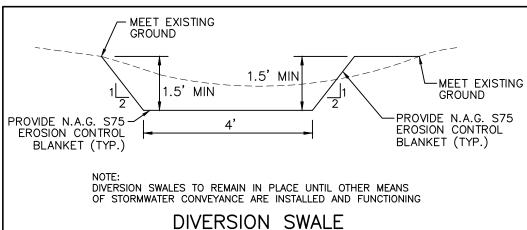
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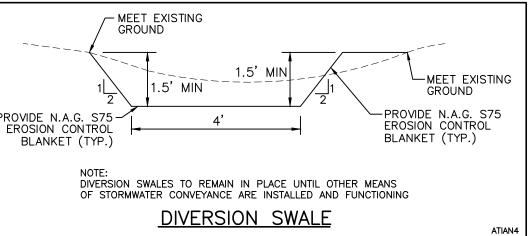
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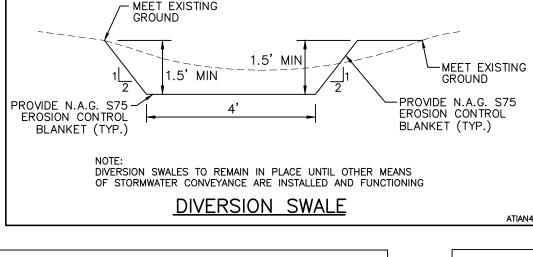
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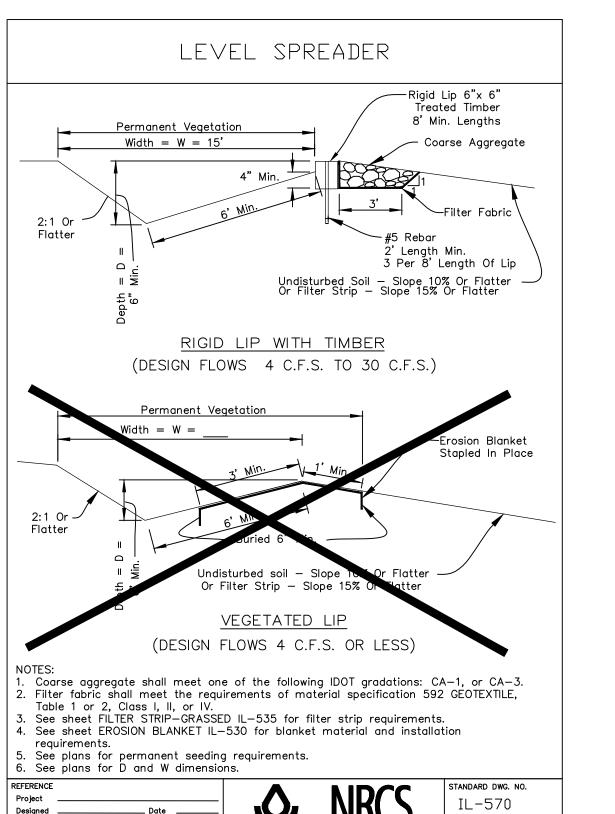
18. ALL EROSION AND SEDIMENTATION CONTROL SHALL BE IN ACCORDANCE WITH THE EROSION AND SEDIMENTATION CONTROL ORDINANCES AND THE ILLINOIS URBAN MANUAL.

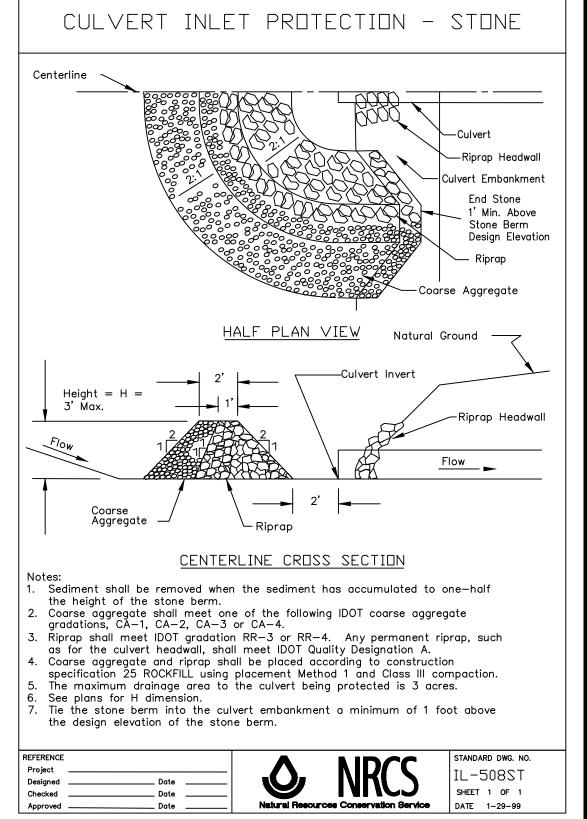


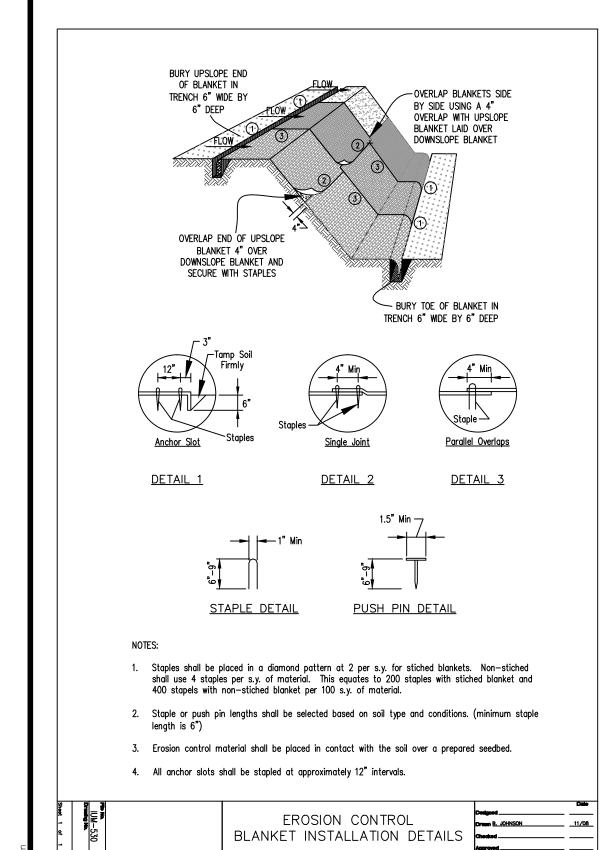












DIKE SECTION

SILT DIKE SHALL BE ENVIROBERM BY CASCADE DISTRIBUTION LTD.,

GEORIDGE BY NILEX CORPORATION, TRIANGULAR SILT DIKE BY

TRIANGULAR SILT DIKE COMPANY, INC. OR APPROVED EQUAL.

3. ADHESIVES: CONCRETE PAVEMENT USE LIQUID NAIL OR APPROVED

4. ADHESIVE SHALL BE PLACED WHERE THE UNITS OVERLAP AND A

2. SILT DIKE UNIT INSTALLED SHALL HAVE CONTINUOUS AND FIRM

EQUAL. ASPHALT PAVEMENT USE EMULSIFIED ASPHALT.

CONTACT WITH SURFACE.

20" STRIP ALONG BOTH EDGES.

CONSTRUCTION

AREA

BE FOLDED UNDER

EXISTING CONCRETE OR ASPHALT PAVEMENT

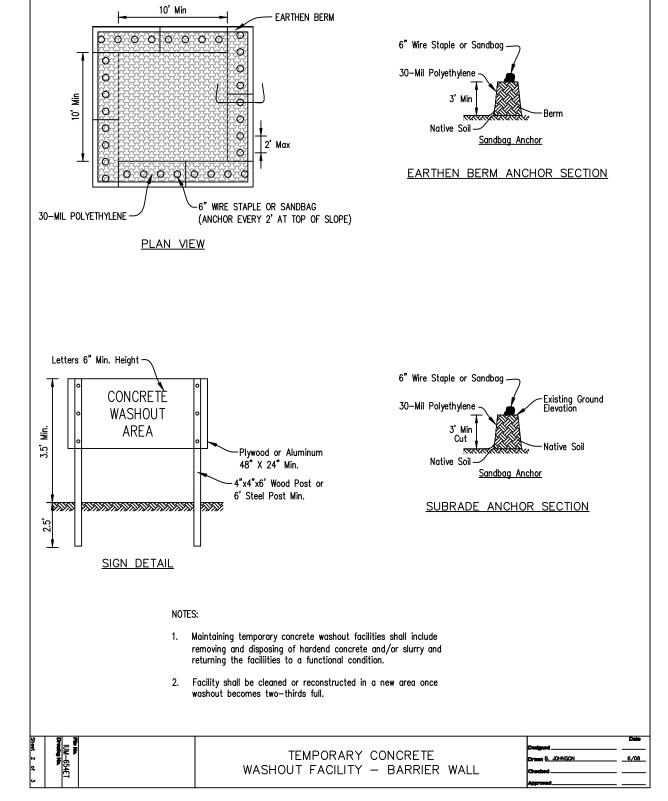
SILT DIKE

(ON EXISTING

PAVEMENT)

GLUED DOWN

THE DIKE SECTION AND



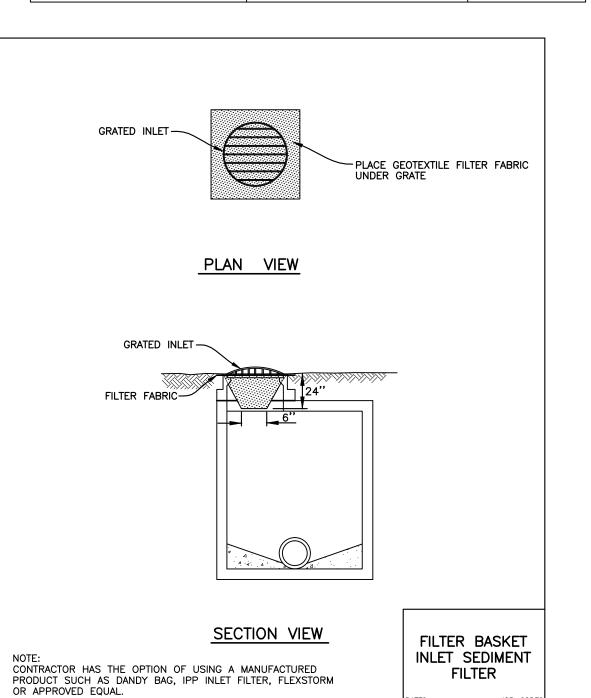
8" OF 2"-3" AGGREGATE—

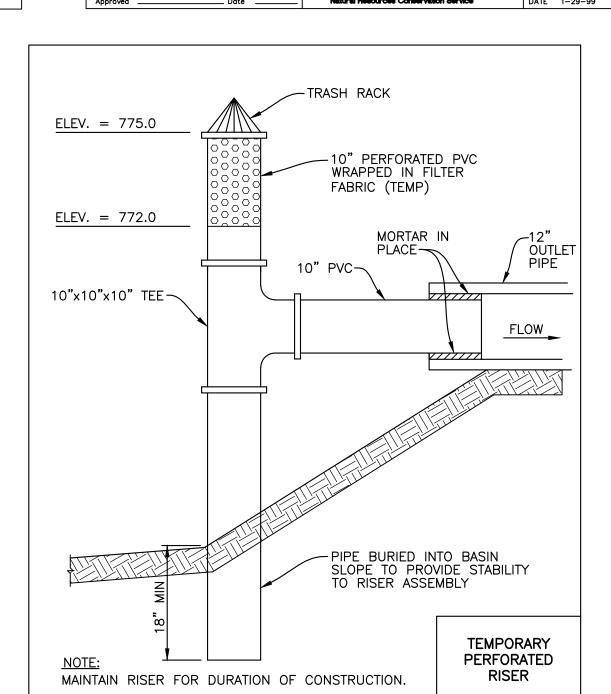
PERIODIC TOP DRESSING OF THE CONSTRUCTION

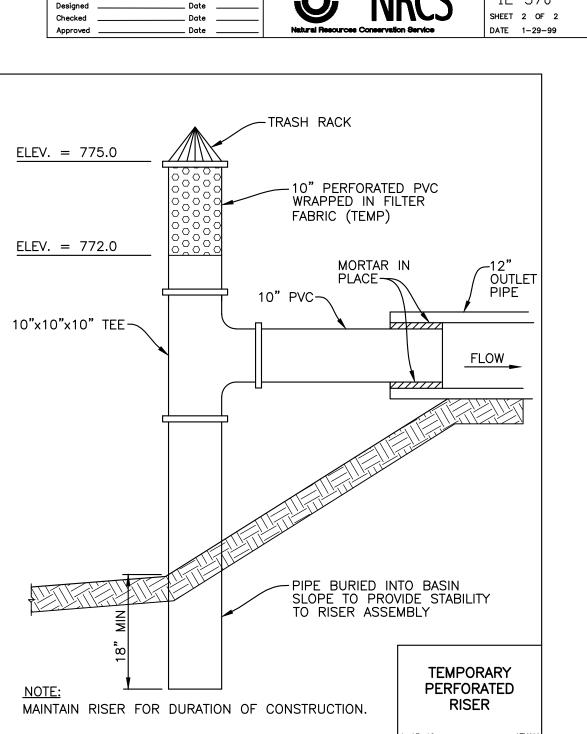
EXIT MAY BE REQUIRED TO PREVENT TRACK OUT.

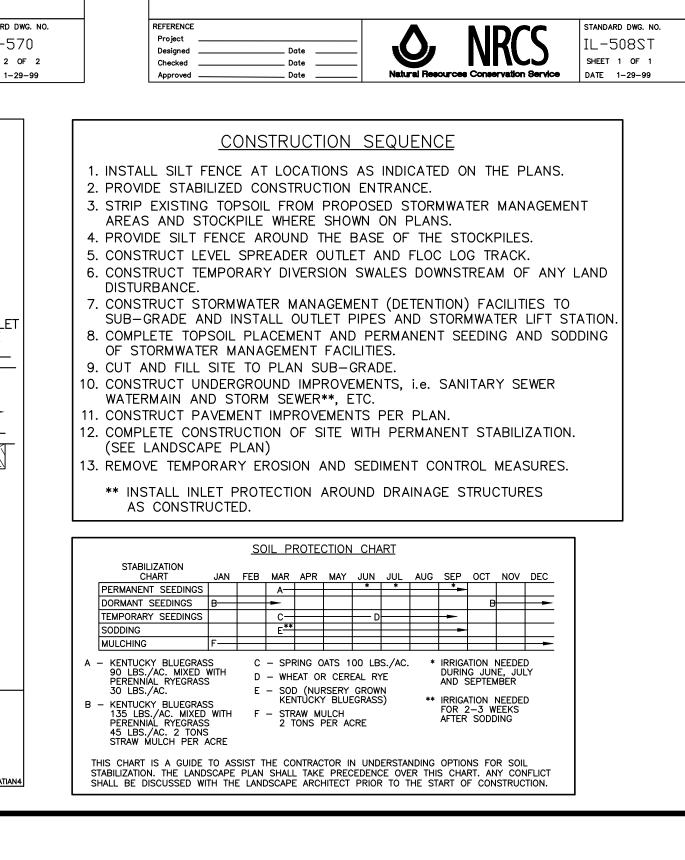
GEOTECH FABRIC-

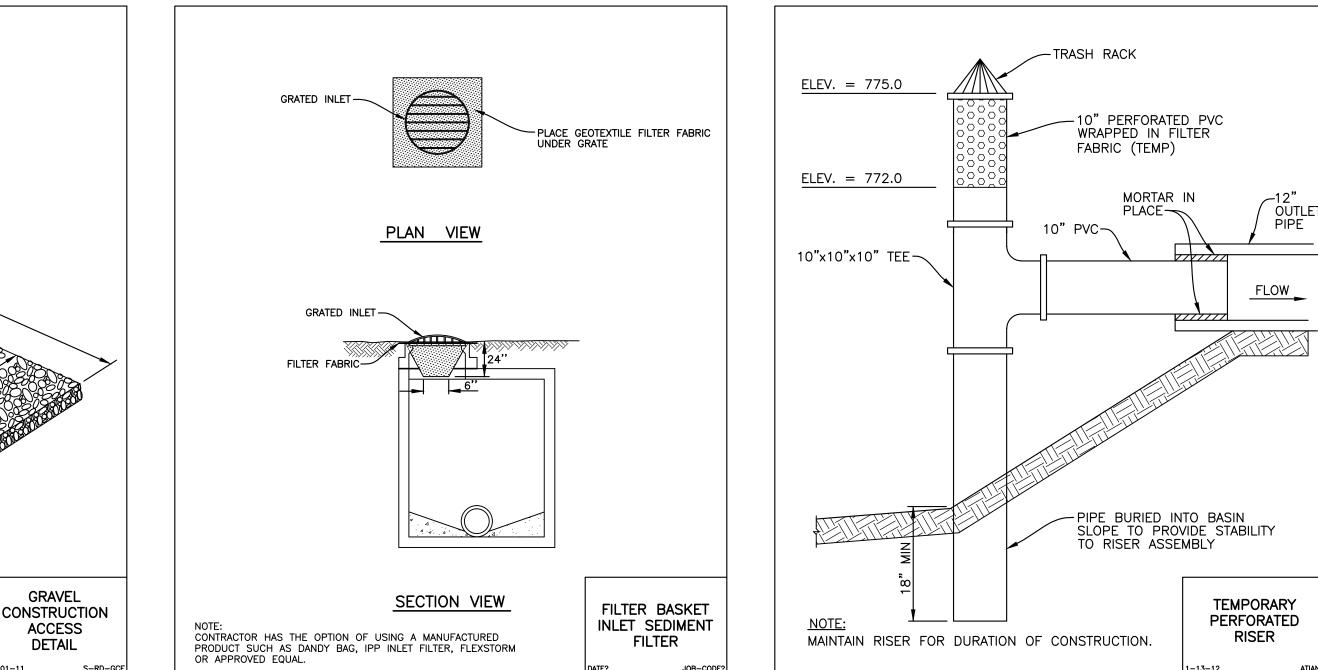
UNDER AGGREGATE



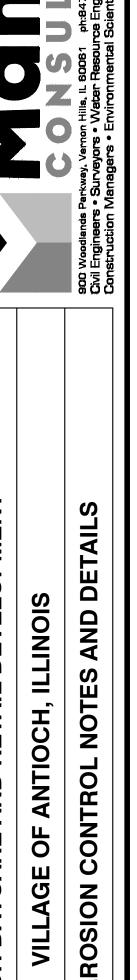








SHEET 1 OF 1



PROJ. MGR.: TTR

PROJ. ASSOC.: RJS

SCALE:

ATIAN4

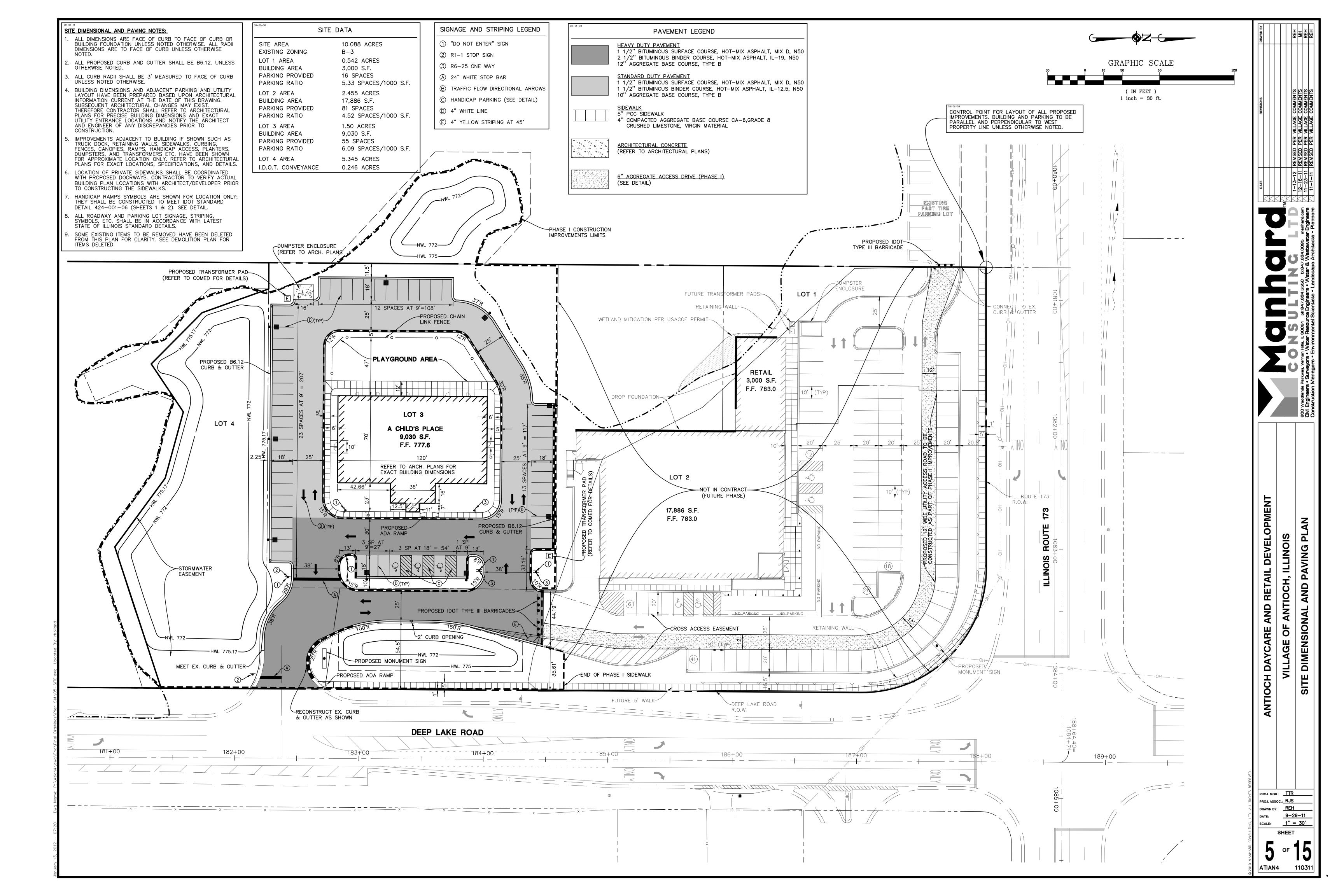
9-29-11

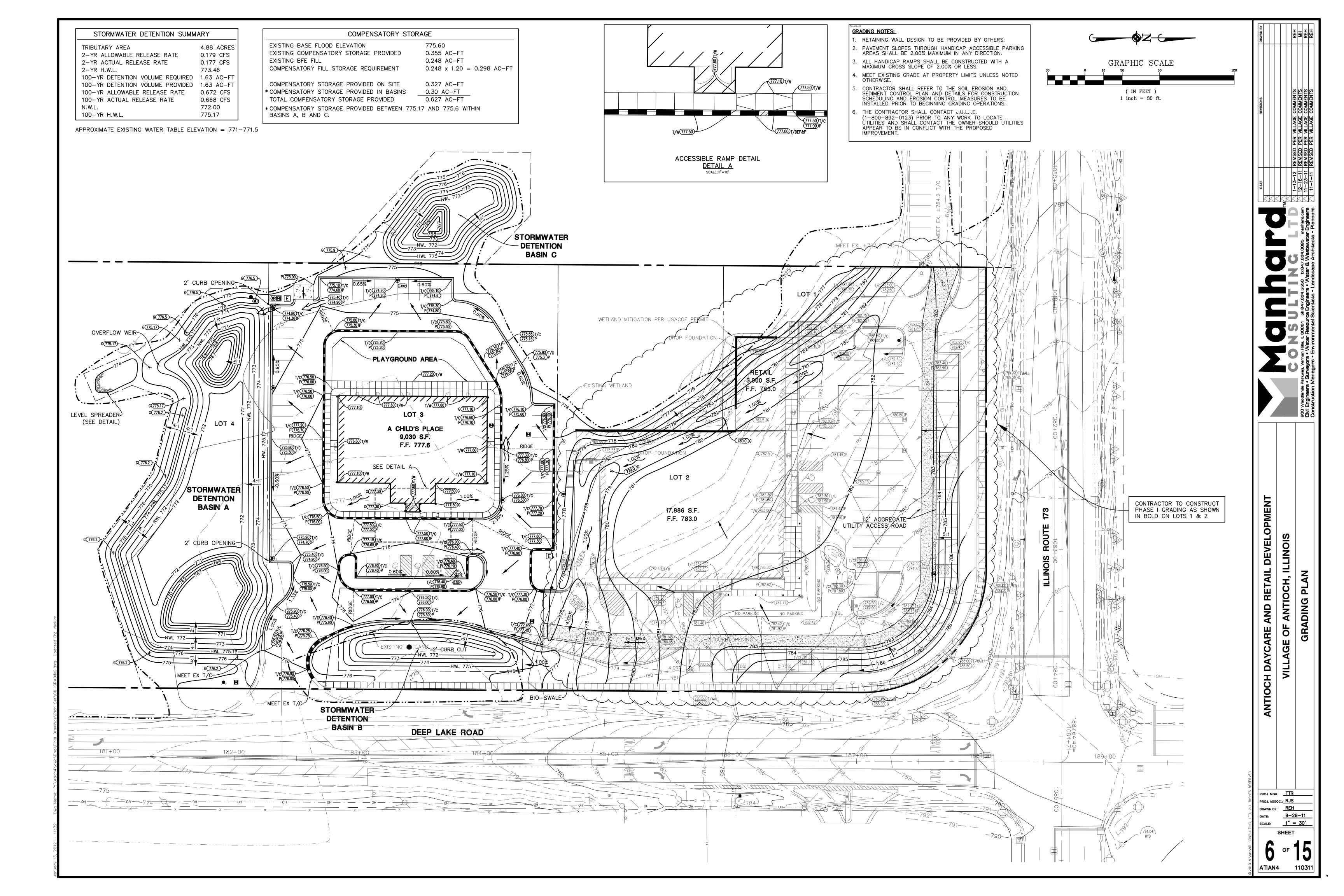
110311

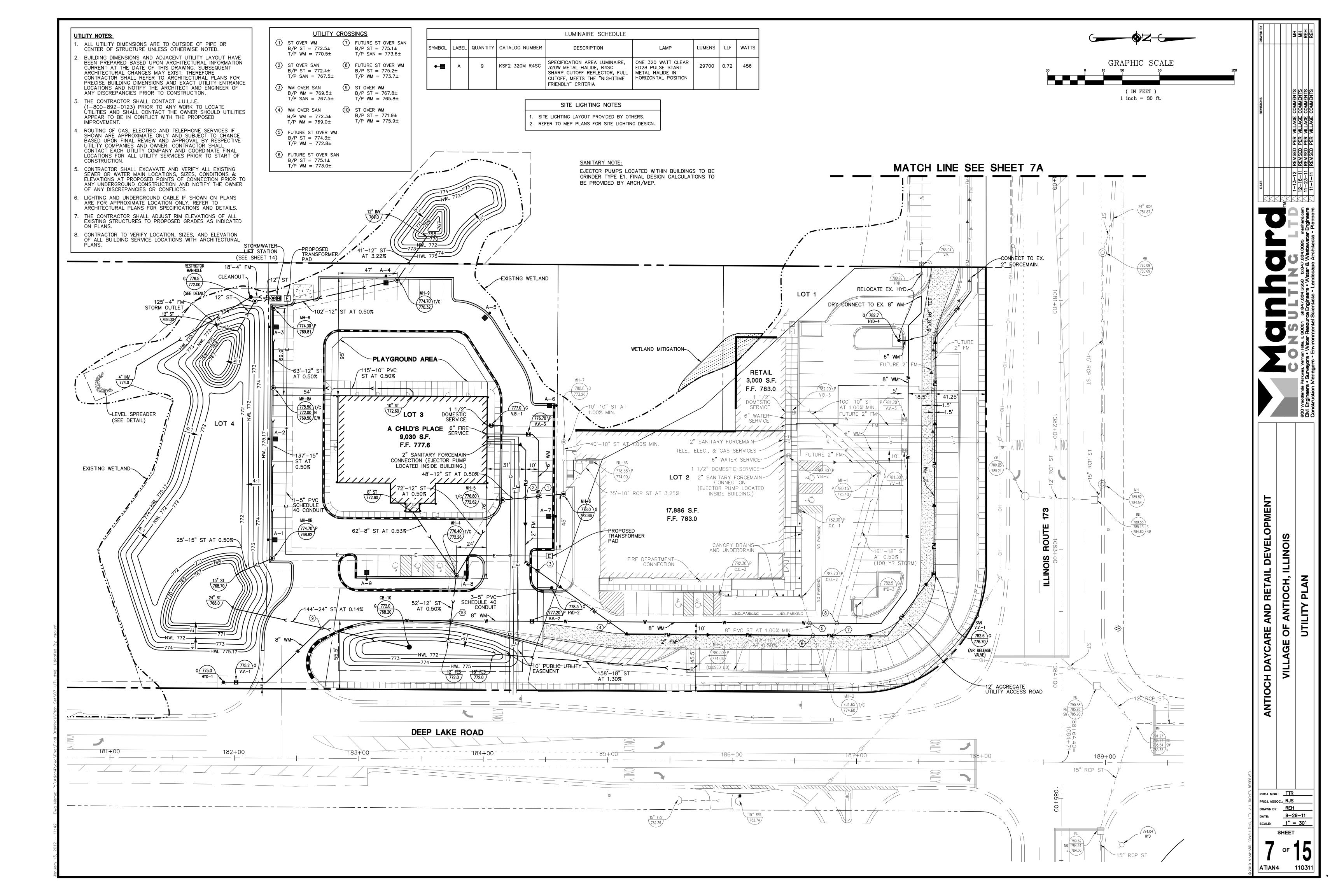
<u>N.T.S.</u>

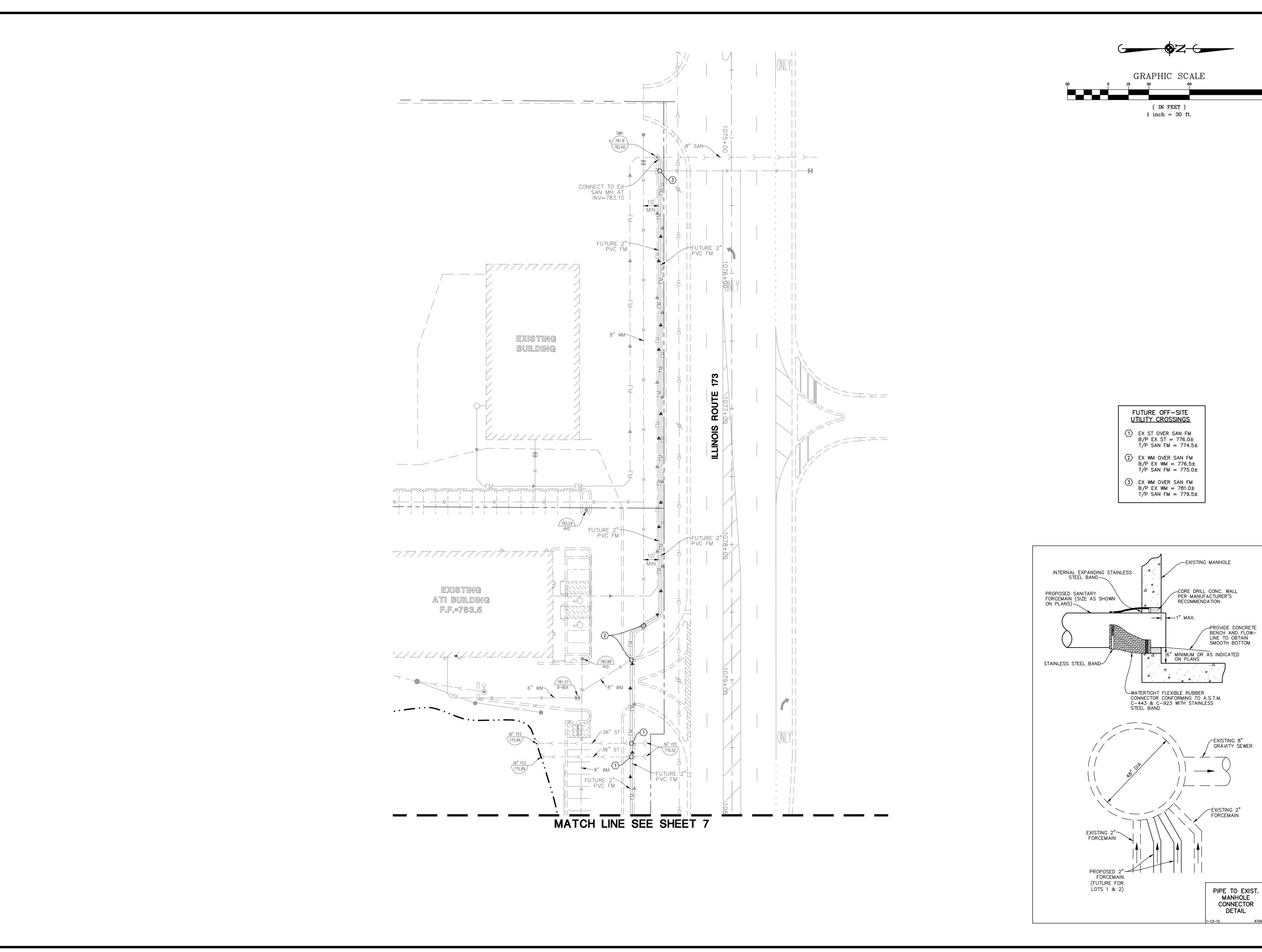
SHEET

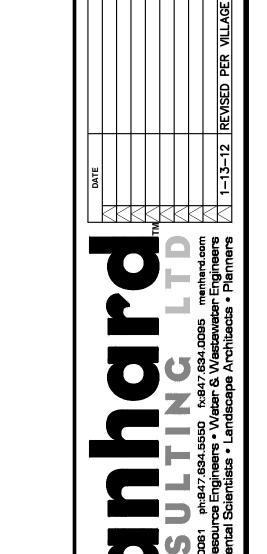
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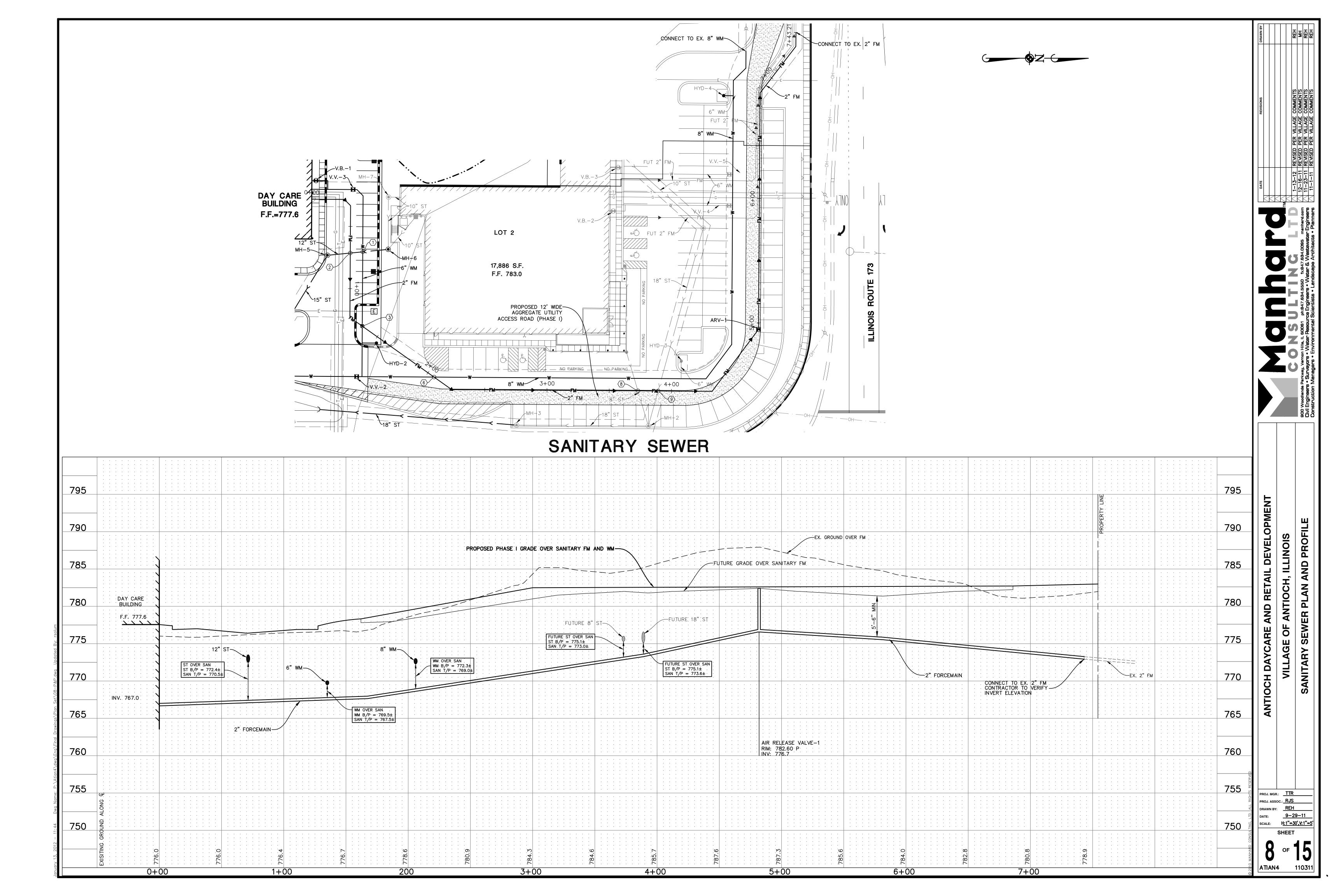


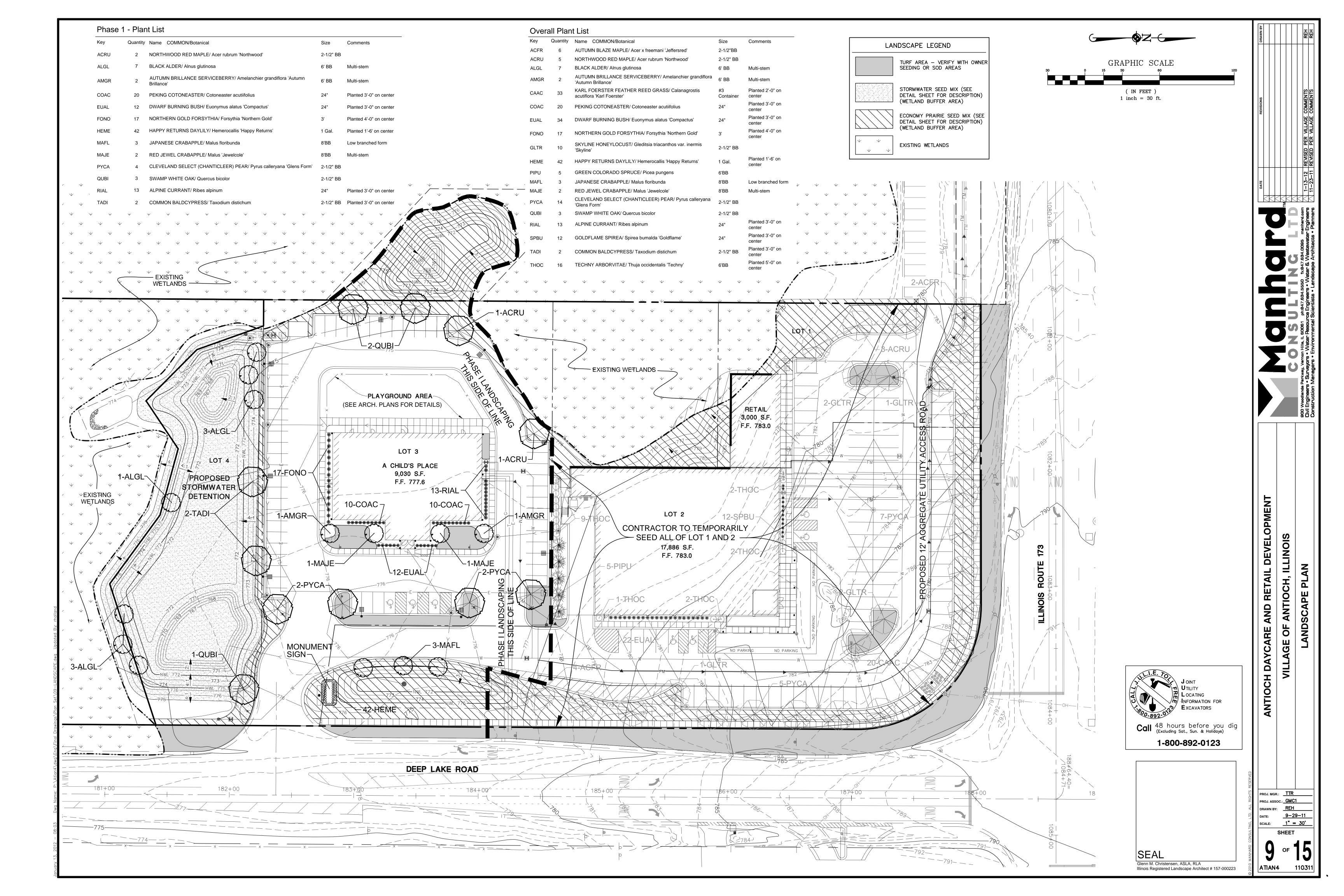
AND RETAIL DEVELOPMENT ANTIOCH, ILLINOIS OFFSITE (VILLAGE OF

ANTIOCH DAYCARE

PROJ. MGR.: TTR PROJ. ASSOC.: RJS DATE: 9-29-11
SCALE: 1"=30'

SHEET ATIAN4 110311





J.F. New Economy Prairie Seed Mix

PERMANENT GRASSES/SEDGES				
Big Bluestem	16.00			
Side-Oats Grama	18.00			
Prairie Sedge Mix	1.00			
Canada Wild Rye	16.00			
Switch Grass	2.50			
Little Bluestem	24.00			
Indian Grass	18.00			
	95.50			
	Big Bluestem Side-Oats Grama Prairie Sedge Mix Canada Wild Rye Switch Grass Little Bluestem			

Common Name

Oz./Acre

360.00

100.00

0.50

0.25

0.50

3.50

8.00 40.00

360.00

100.00

0.50

4.00

1.00

1.00

1.00

2.00 20.50

NOT TO SCALE

TEMPORARY COVER

Avena sativa

Lolium multifloum

Lupinus perennis

Monarda fistulosa

Ratibida pinnata

Rudbeckia hirta

Pycnanthemum virginianum

Botanical Name

		460.00
FORBS		
Asclepias syriaca	Common Milkweed	0.50
Asclepias tuberose	Butterfly Weed	1.00
Aster laevis	Smooth Blue Aster	0.25
Aster novae-angliae	New England Aster	0.75
Chamaecrista fasciculate	Partridge Pea	12.00
Coreopsis lanceolata	Sand Coreopsis	5.00
Echinacea purpurea	Broad-leaved Purple	
	Coneflower	7.50
Heliopsis helianthoides	False Sunflower	0.25

Wild Lupine

Wild Bergamot

Common Mountain Mint

Yellow Coneflower

Black-Eyed Susan

Common Oat

Annual Rye

Apply at 37.2 PLS (Pure Live Seed) pounds per acre.

J.F. New Stormwater Seed Mix

Botanical Name	Common Name	Oz./Acre	

PERMANENT GRASSES/SEDGES/RUSHES

_		
Carex cristatella	Crested Oval Sedge	1.00
Carex Iurida	Bottlebrush Sedge	2.00
Carex vulpinoidea	Brown Fox Sedge	6.00
Elymus virginicus	Virginia Wild Rye	12.00
Glyceria striata	Fowl Manna Grass	1.25
Juncus effuses	Common Rush	1.00
Juncus torreyi	Torrey's Rush	0.25
Leersia oryzoides	Rice Cit Grass	1.00
Panicum virgatum	Switch Grass	8.00
Scirpus atrovirens	Dark Green Rush	1.00
Scirpus cyperinus	Wool Grass	0.50
Scirpus fluviatilis	River Bulrush	0.25
Scirpus validus	Great Bulrush	6.00
		40.25

TEMPORARY COVER Avena sativa

Lolium multiflorum

Penthorum sedoides

Sagittaria latifolia

Senna hebecarpa

Polygonum penylvanicum

Rudbeckia subtomentosa

Thalictrum dasycarpum

	·	460.00
FORBS		
Alisma spp.	Water Plaintain Mix	4.25
Asclepias incarnate	Swamp Milkweed	1.50
Bidens spp.	Bidens Mix	2.00
Helenium autumnale	Sneezeweed	2.00
Lycopus americanus	Common Water Horehound	0.25
Mimulus ringens	Monkey Flower	1.00

Common Oat

Ditch Stonecrop

Sweet Black-Eyed Susan

Common Arrowhead

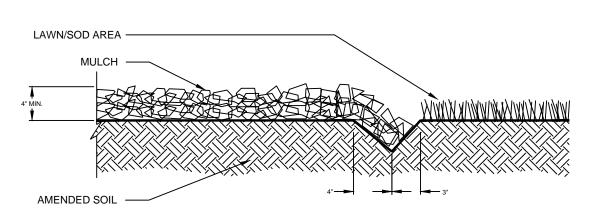
Purple Meadow Rue

Pinkweed

Wild Senna

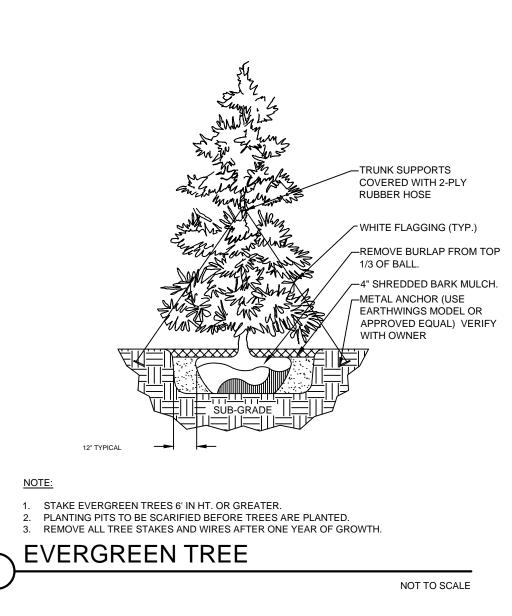
Annual Rye

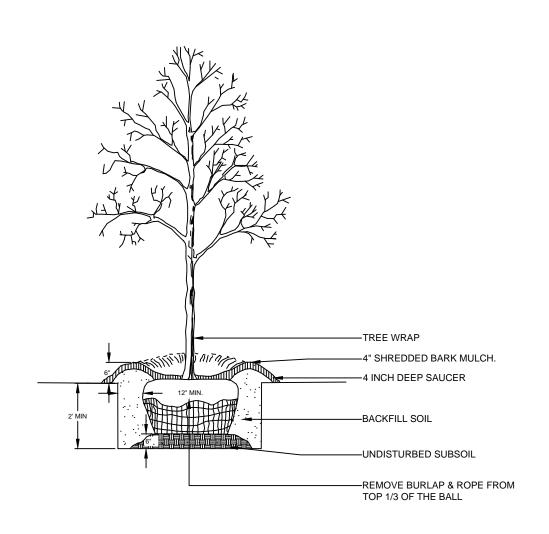
Apply at 32.5 pounds per acre

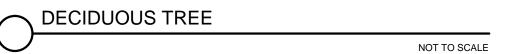


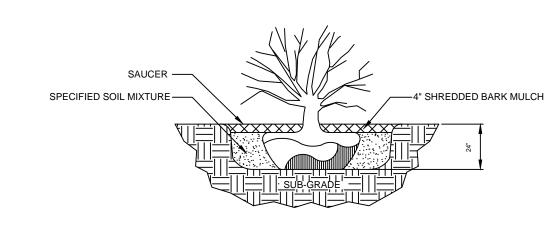
CONTINOUS MULCH

PLANTING DETAILS







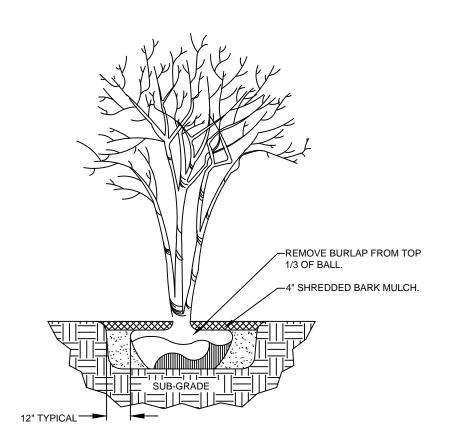


NOTE:

1. SHRUB SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE

SHRUB PLANTING

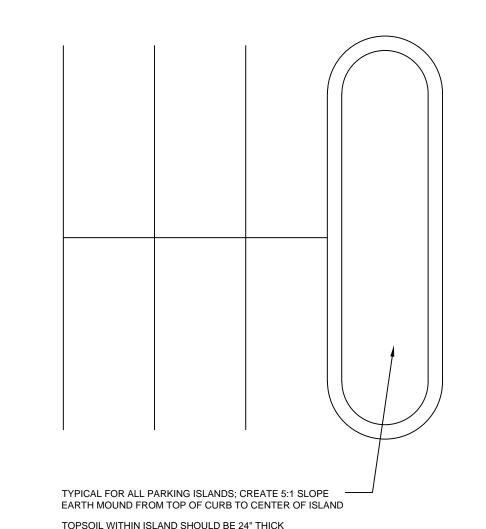
NOT TO SCALE



. PLANTING PITS TO BE SCAREIFIED BEFORE TREES ARE PLANTED. PRUNING OF ORNAMENTAL TREES MUST BE DONE AFTER PLANTING AND AT

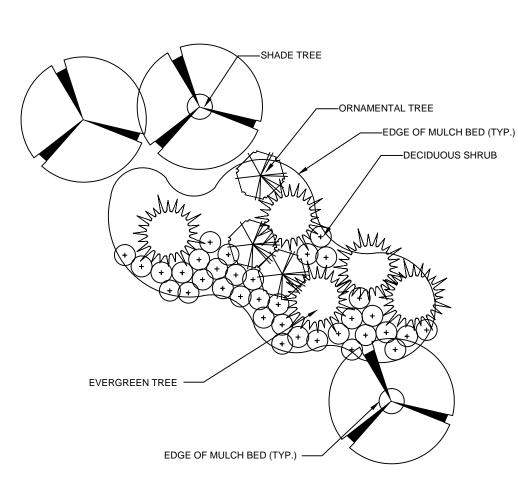
ORNAMENTAL TREE

NOT TO SCALE



PARKING LOT ISLAND

NOT TO SCALE



NOTE: 1. ALL MULCH BEDS FOR MASS PLANTING AREAS SHALL BE INSTALLED IN A UNIFORM CURVILINEAR FASHION AS INDICATED. MULCH SHALL EXTEND A MINIMUM OF 12" BEYOND THE OUTSIDE EDGE OF THE ROOT BALL AND INSTALLED ACCORDING TO

MULCH EDGE DETAIL

NOT TO SCALE

SPECIFICATIONS

- 1. Field Verification The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his representative.
- 2. Protection of Existing Site and Existing Site Features The Contractor shall provide at his/her own expense, protection against trespassing and damage to seeded areas, planted areas and other construction areas until the preliminary acceptance. The Contractor shall provide barricades, temporary fencing, signs, written warning or policing as may be required to protect such areas. The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued. It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities when performing the work. The Contractor shall be responsible for the protection of crowns, trunks and roots of existing trees, shrubs, lawns, paved areas and other landscaped areas that are to remain. Existing trees which may be subject to construction damage shall be boxed, fenced or otherwise protected before any work is started. Boxing or other protection will be removed at the end of construction. Do not locate heavy equipment or stockpiles within the drip-line of existing plants or on lawns. Any damage to utilities, structures, plantings or lawn which results from the Contractor's work shall be repaired in kind at the Contractor's expense immediately with as little inconvenience to the Owner as possible. All areas shown on the plan as sod, the General Contractor will provide the Landscape Contractor with an excavated area 2" below the curb elevation and proposed grade. It is the Landscape Contractor's responsibility to verify with the General Contractor that the subgrade preparation has been completed. The Landscape Contractor shall coordinate his/her work with all other trades on site. Any planting areas disturbed as a result of general construction activity shall be immediately repaired/replaced by the Landscape Contractor at no additional expense to the Owner.
- 3. Planting Techniques All planting techniques and methods shall be consistent with the latest edition of "Horticulture Standards of Nurserymen, Inc.", and as detailed on these drawings. All deciduous plant material shall be thin pruned to remove 1/3 interior branches, dead branches and broken branches. Pruning shall compliment plants natural form. Absolutely NO tip pruning is allowed, except hedges. Any plant that is tip pruned is subject to rejection by the Landscape Architect. Evergreen trees and shrubs shall be pruned of dead and broken branches and as directed by the Landscape Architect. All pruning work shall be done with hand pruners only. Stake/guy all trees as necessary immediately after installation and prior to acceptance. When high winds or other conditions occur, the Landscape Contractor shall take whatever precautions he/she deems necessary to protect the survival and appearance of the plants. These steps shall be taken at no additional expense to the Owner.
- 4. Inspection of Plant Material All plant materials shall be subject to inspection and approval. The Landscape Architect/Owners Representative reserves the right to reject any plants which fail to meet this inspection. All rejected material shall be removed from the site by the Contractor. Height of evergreen trees are measured from the top of ball to the first lateral branch closest to the top. Height and/or width of other plants so specified are measured by the mass of the plant not the very tip of the branches.
- 5. Plant Substitution Substitution from the specified list will be accepted only when evidence in writing is submitted to the Landscape Architect, showing that the plant specified is not available. Requests for approval of substitute plant material shall include common and botanical names and size of substitute material. Only those substitutions of at least equivalent size and having essential characteristics similar to the originally specified material will be approved. Acceptance or rejection of substitute plant materials will be issued in writing by the Landscape Architect.
- 6. Planting Soil Planting soil shall be replaced in all disturbed areas at a minimum depth of six inches. The planting soil shall be amended by the contractor at the time of placement. The amended topsoil shall consist of three parts topsoil, one part compost, one part sand and five pounds of bone meal per cubic

- 7. Mulch All disturbed areas including shrub beds and individual trees shall be mulched with a minimum of 4" finely shredded bark mulch to be approved by the Landscape Achitect/Owners Representative. Perennial, ground cover and annual flower beds shall be mulched with 2" of finely ground compost.
- 8. Pre-emergent Herbicide All shrub beds, individual tree rings and ground cover beds shall be treated with a pre-emergent herbicide prior to the mulch being installed. These areas shall be weed free prior to herbicide application.
- 9. Sodding Sod shall be Kentucky Bluegrass and is required in all areas as noted on the landscape plan. Sod should be grown from at least four varieties of quality seed. Sodded slopes 3:1 or greater shall be staked to prevent erosion and washout. Sod is to be laid within 8 hours of the delivery time to the site. Watering shall continue until all sod areas are thoroughly knit to the ground.
- 10. Seeding All lawn areas on landscape plan specified to be seeded shall be treated as specified below:
- A. Topsoil Shall be spread over all areas to be seeded to a minimum depth of 6" when compacted.

B. Seed Mixture and Application Rate	
Kentucky Bluegrass (4 varieties)	60
Perennial Ryegrass	209
Redtop or Creeping Red Fescue	20

Apply at the rate of 5.5 lbs. per 1,000 sq. ft.

- C. Fertilization The contractor shall acquire site specific soil analysis from a reputable firm, amend soil, and fertilize all area per the findings of the analysis. The contractor shall supply the Landscape Architect with all findings, analysis, and recommendations. Apply fertilizers and conditioners at the rate specified per soil test findings. At least 40% of the fertilizer nitrogen shall be of an organic origin.
- D. Watering Seeded areas shall be watered to insure proper germination. Once seeds have germinated, watering may be decreased but the seedlings must never be allowed to dry out completely. Frequent watering should be continued for approximately four (4) weeks after germination or until grass has become sufficiently established to warrant watering on an "as needed" basis. All plant material watering will be the responsibility of the contractor until acceptance by the owner and the Landscape Architect/Owners Representative.
- E. Establishment Turf may be established on a variety of slope conditions. It shall be the contractor's responsibility to determine and implement whatever procedures he/she deems necessary to establish the turf as part of his/her work. Seeded areas will be accepted when all areas show a uniform stand of the specified grass in healthy condition and at least 60 days have elapsed since the completion of this work. A uniform stand is defined as areas where the grass is growing thickly without bare spots larger than 12" x 12". The Contractor shall submit with his bid a description of the methods and procedures he/she intends to use.
- 11. Preliminary Acceptance All plantings shall be maintained by the Contractor for a period of 60 days after preliminary acceptance by the Owner. Maintenance shall include, but is not limited to, mowing and edging turf, pulling weeds, watering turf and plant material, and annual flower maintenance.
- 12. Final Acceptance Final acceptance will be granted by the Landscape Architect/Owners Representative upon receipt of written request by the contractor, combined with an acceptable final review of the installation by the Landscape Architect/Owners Representative. All plant material (excluding annual flowers), shall be guaranteed for two years after the end of the 60 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner, and the Landscape Architect/Owners Representative. All plants that are not vigorous, healthy and in good condition shall be replaced by the Landscape Contractor at no additional expense to the Owner. These replacement plants shall meet all specified qualities of the original plant materials and carry the same guarantee from the time of replacement.
- 13. Site Cleanup The Contractor shall protect the property of the Owner and the work of other Contractors. The Contractor shall also be directly responsible for all damage caused by his/her activities at no additional expense to the owner and for the daily removal of all trash and debris from the work area to the satisfaction of the Landscape Architect/Owners Representative.

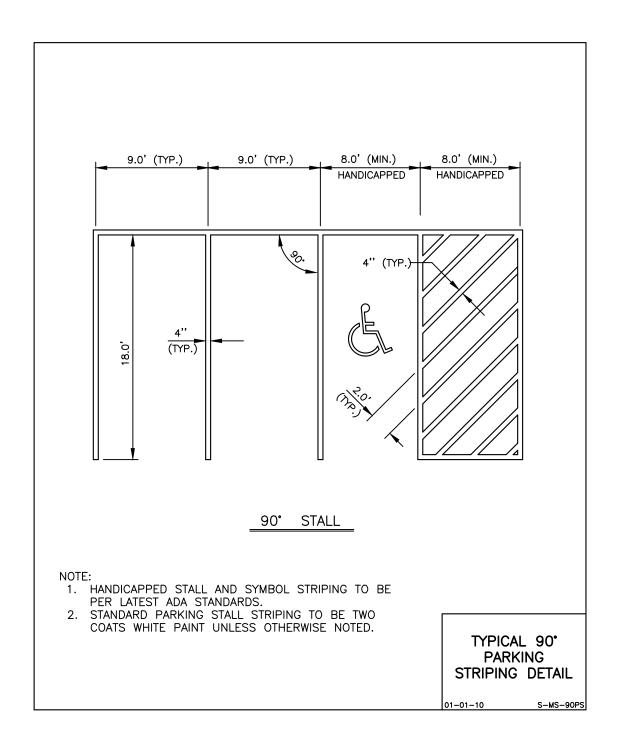


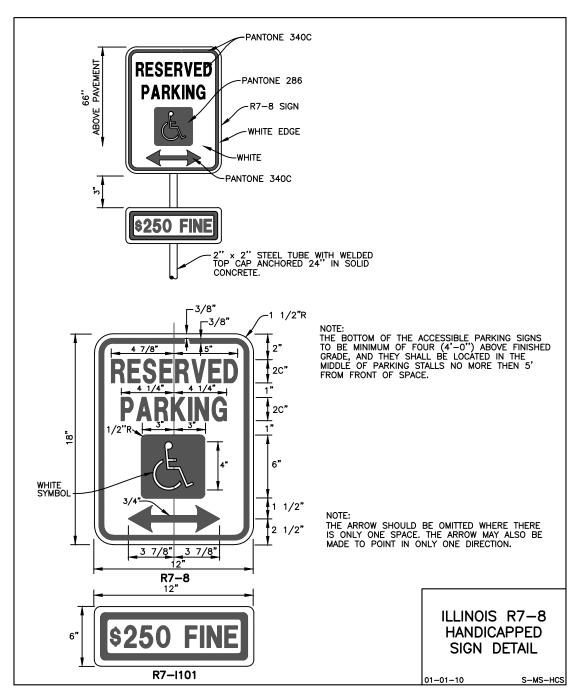
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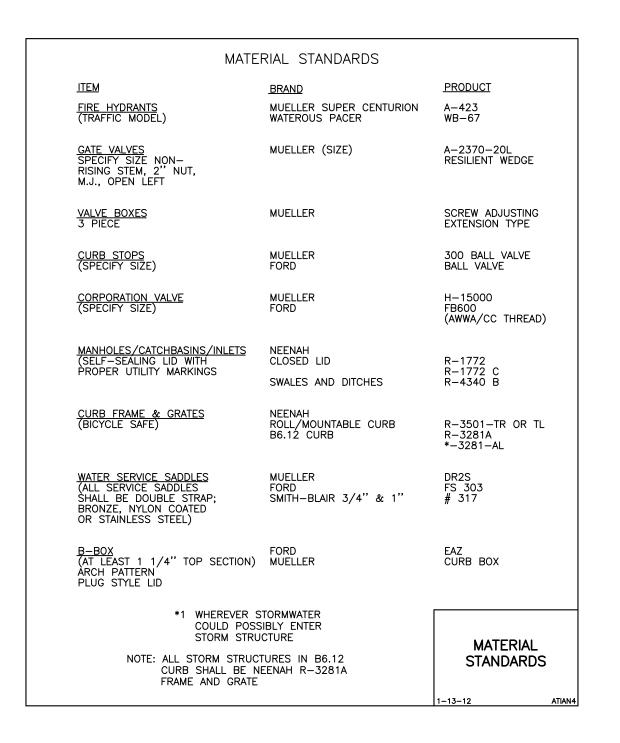
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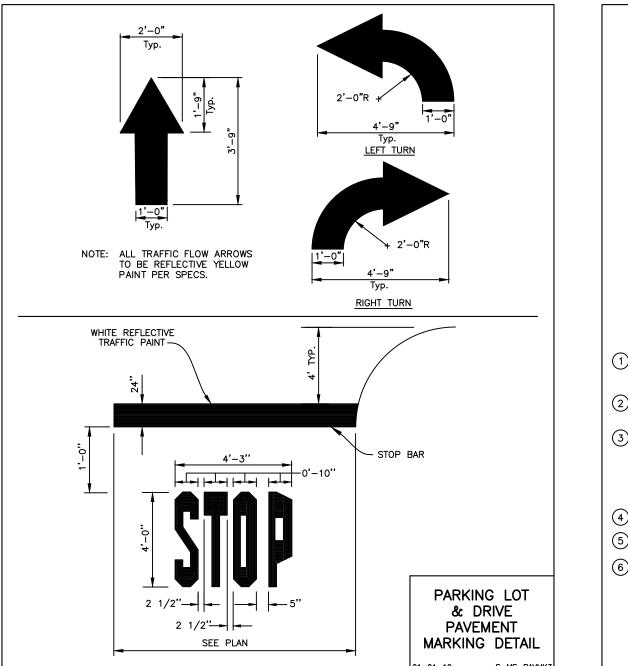
PROJ. MGR.: TTR PROJ. ASSOC.: RJS 9-29-11

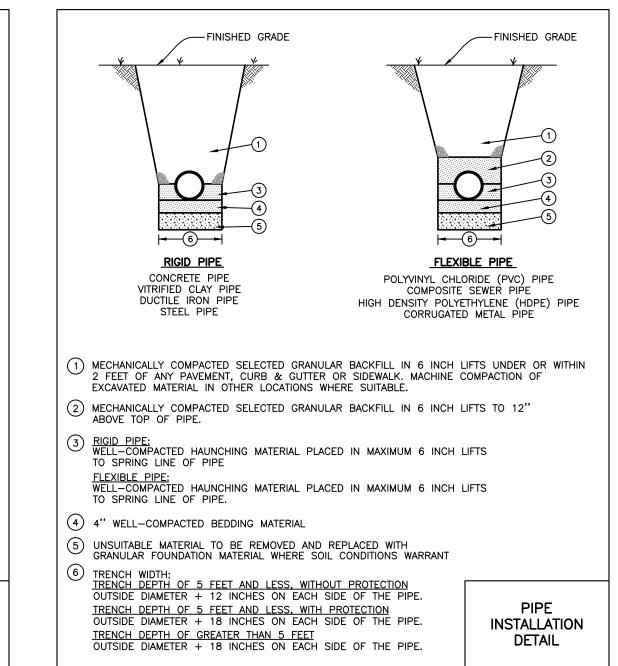
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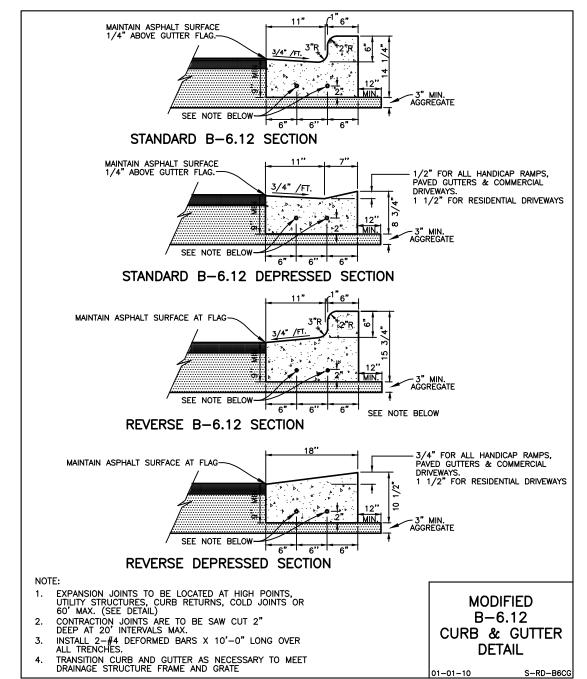


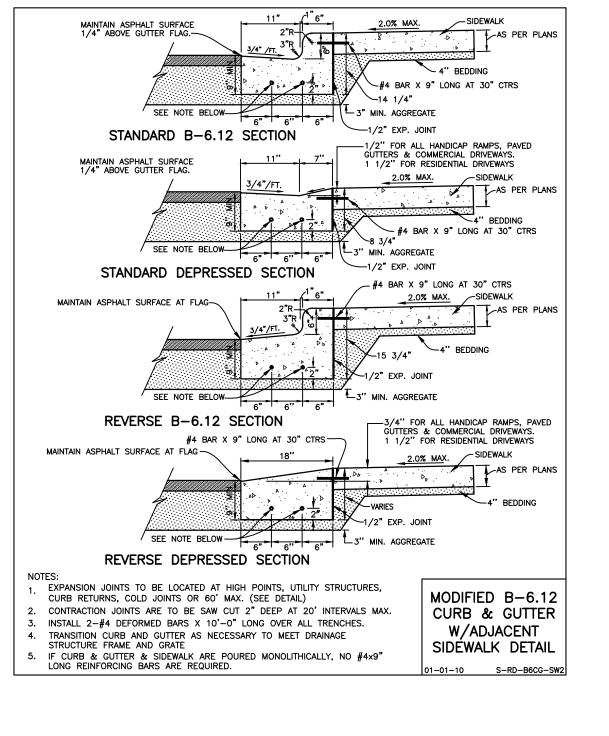


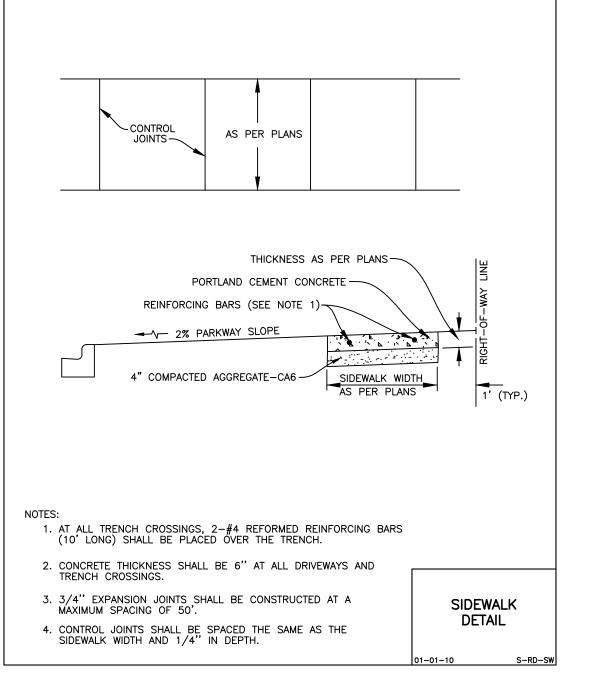


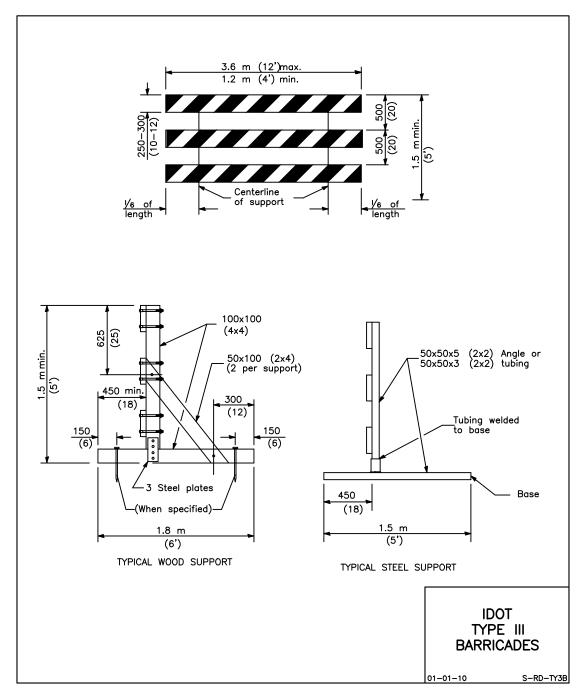


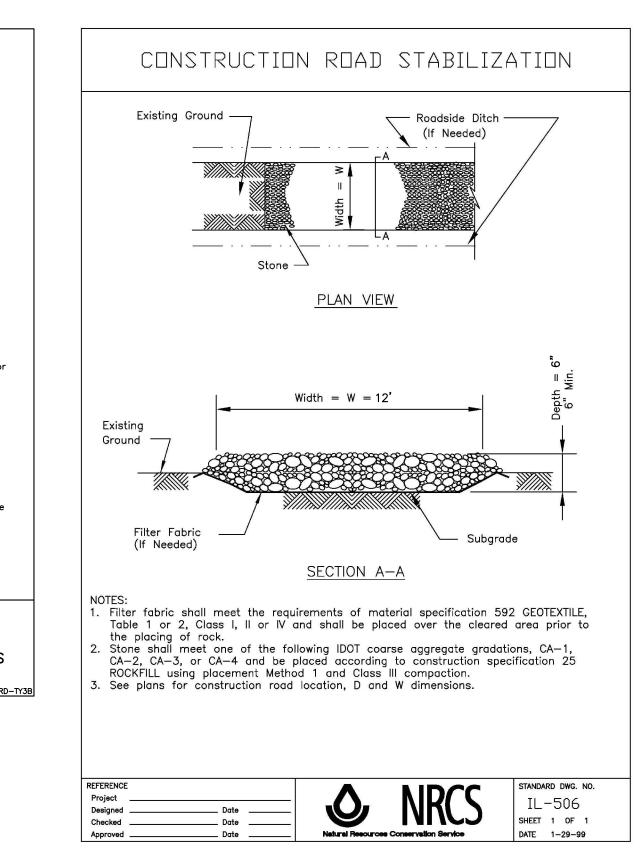










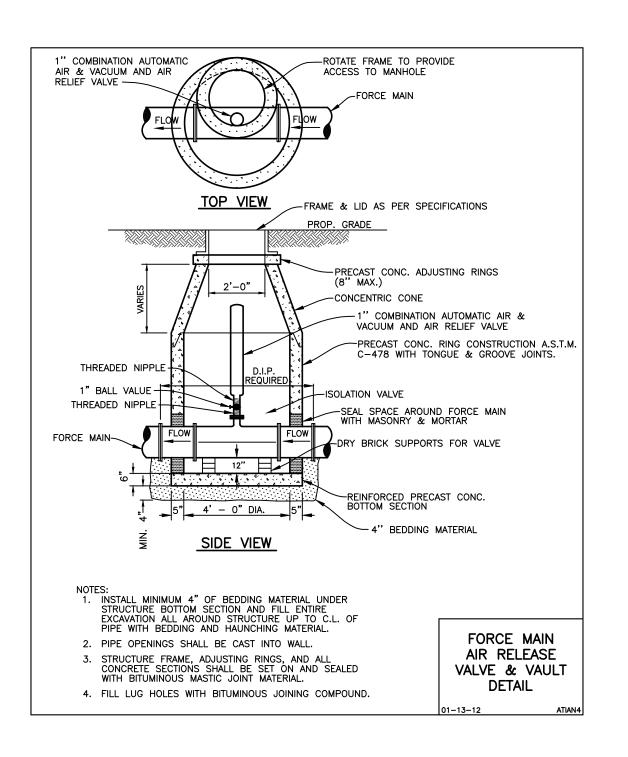


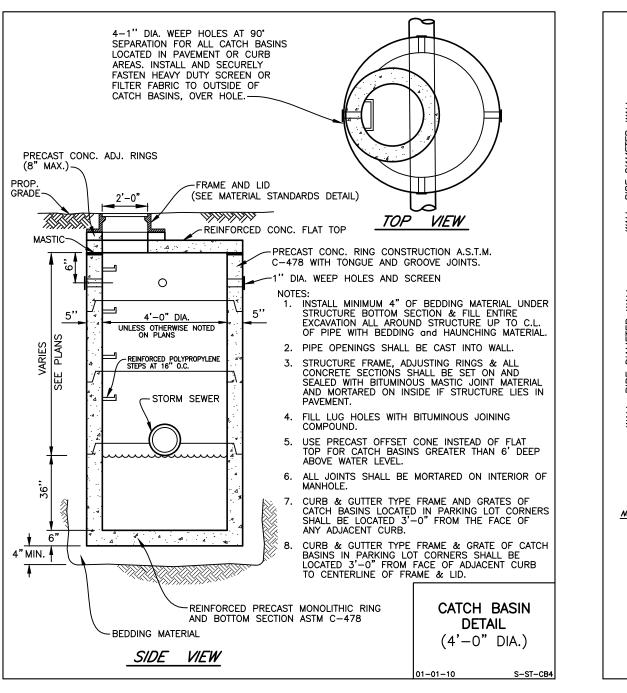


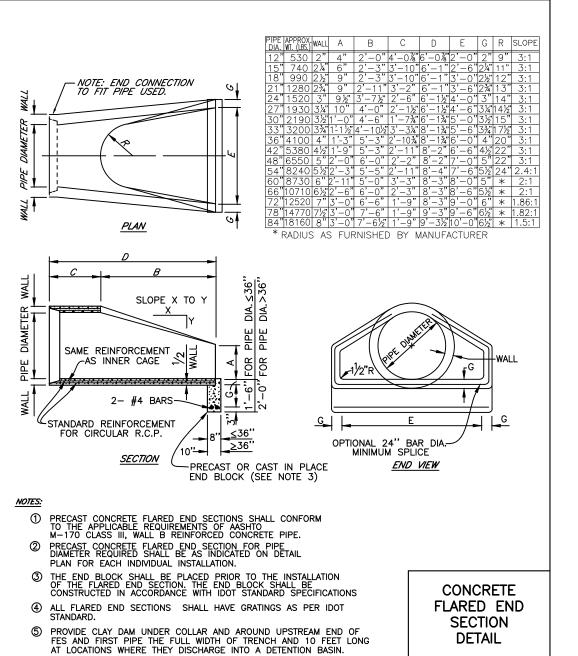
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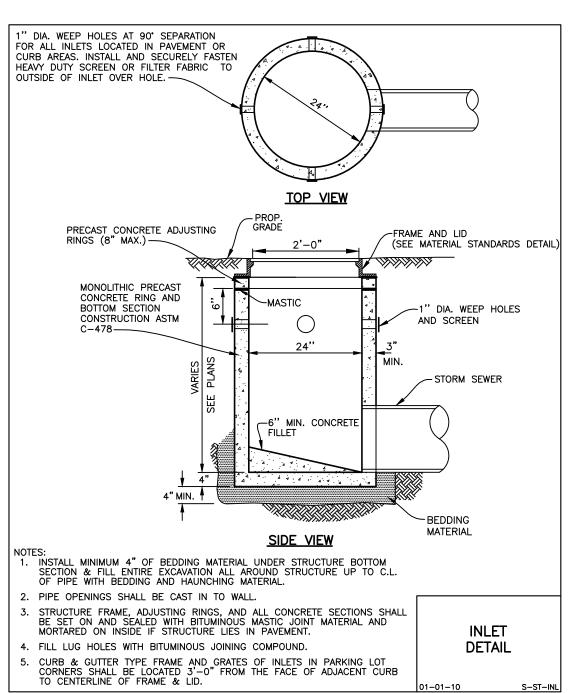
PROJ. MGR.: TTR PROJ. ASSOC.: RJS DRAWN BY: MH 9-29-11 <u>N.T.S.</u> SCALE:

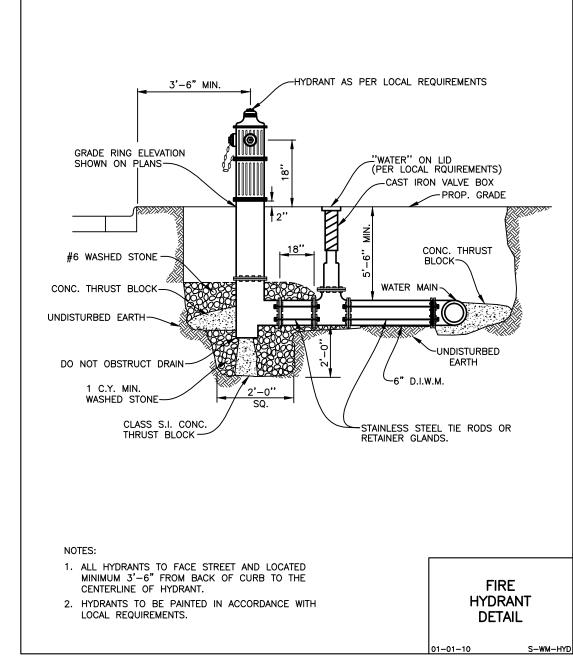
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STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, LATEST EDITION.

41-2.01 PROTECTION OF WATER MAIN AND WATER SERVICE LINES 41-2.01A GENERAL

Water mains and water service lines shall be protected from sanitary sewers, storm sewers, combined sewers, house sewer service connections and drains as follows:

41-2.01B HORIZONTAL SEPARATION - WATER MAINS AND SEWERS

- (1.) Water mains shall be located at least ten (10) feet (3.1 m) horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer or sewer service connection.
- (2.) Water mains may be located closer than ten (10) feet (3.1 m) to a
 - (a) local conditions prevent a lateral separation of ten (10) feet (3.1 m);
 - (b) the water main invert is at least eighteen (18) inches (460 mm) above the crown of the sewer; and
 - (c) the water main is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
- (3.) When it is impossible to meet (1) or (2) above, both the water main and drain or sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards of construction. The drain or sewer shall be pressure tested to the maximum expected surcharge head before backfilling. See Standard Drawing No. 18.

WATER AND SEWER SEPARATION REQUIREMENTS (HORIZONTAL SEPARATION)

STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, LATEST EDITION.

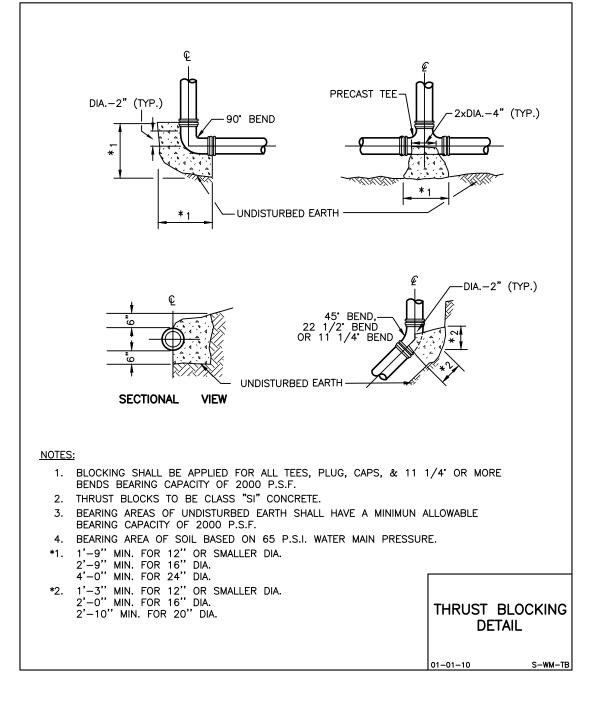
41-2.01C VERTICAL SEPARATION - WATER MAINS AND SEWERS

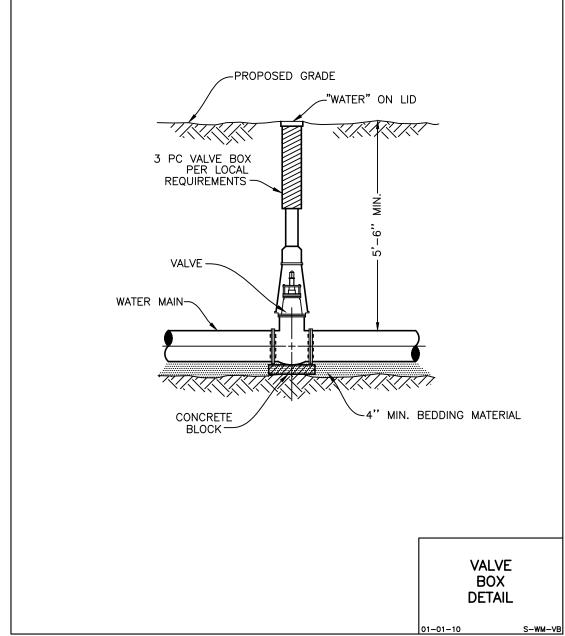
- (1.) A water main shall be separated from a sewer so that its invert is a minimum of eighteen (18) inches (460mm) above the crown of the drain or sewer whenever water mains cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main located within ten (10) feet (3.1m) horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.
- (2.) Both the water main and sewer shall be constructed of slip—on or mechanical joint cast or ductile iron pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards of construction when:
 - (a) it is impossible to obtain the proper vertical separation as described in (1) above; or
- (b) the water main passes under a sewer or drain.
- (1) CASING OF EITHER THE WATER MAIN OR SEWER PIPE IS ACCEPTABLE IN LIEU OF PLACING THE SEWER IN WATER MAIN
- (2) THE STORM SEWER CAN BE CONSTRUCTED WITH REINFORCED CONCRETE PIPE USING FLEXIBLE GASKETS JOINTS, (ASTM C361 C443) INSTEAD OF CONSTRUCTING THE STORM SEWER WITH WATER MAIN EQUIVALENT PIPE OR CASING PIPE.
- (3.) A vertical separation of eighteen (18) inches (460 mm) between the invert of the sewer or drain and the crown of the water main shall be maintained where a water main crosses under a sewer. Support the sewer or drain lines to prevent settling and breaking the main, as shown on the Plans or as approved by the ENGINEER.
- Construction shall extend on each side of the crossing until the perpendicular distance from the water main to the sewer or drain line is at least ten (10) feet (3.1 m) See Standard Drawings No. 19-23.

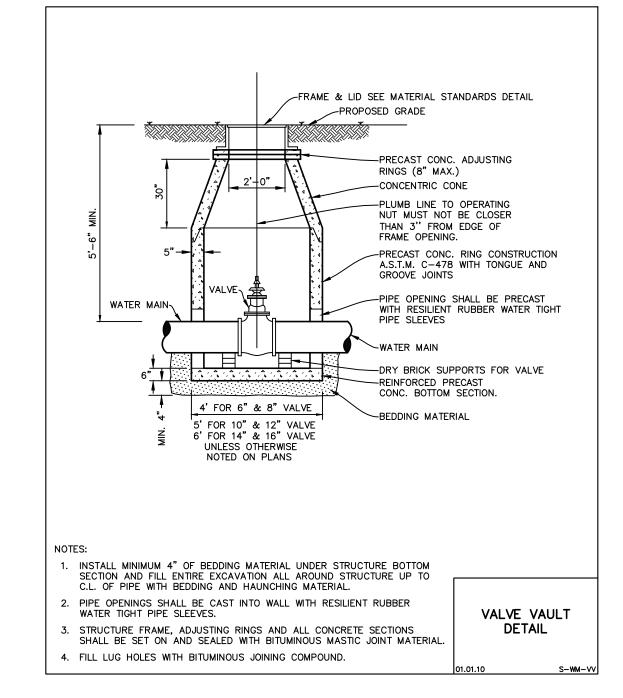
WATER AND SEWER SEPARATION REQUIREMENTS (VERTICAL SEPARATION) S-WM-SEP-2

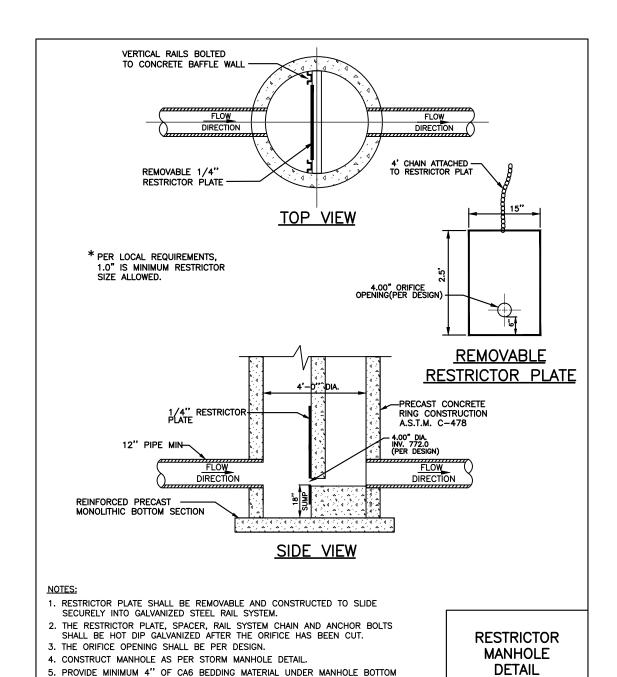
S-ST-MH

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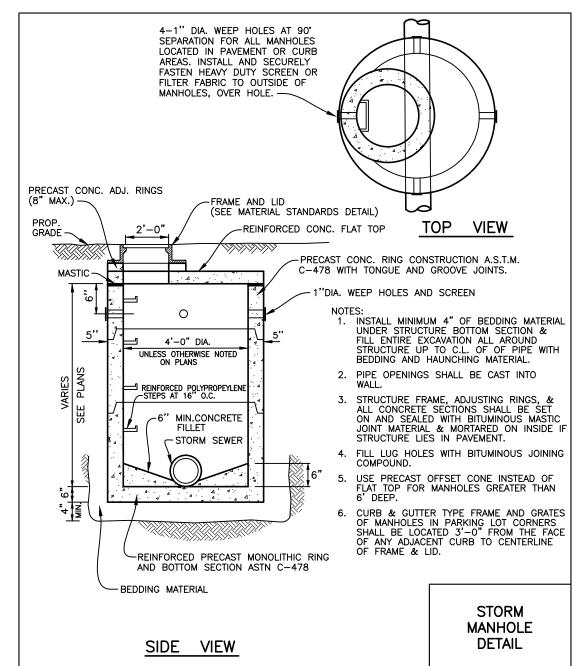








5. PROVIDE MINIMUM 4" OF CA6 BEDDING MATERIAL UNDER MANHOLE BOTTOM SECTION & FILL ENTIRE EXCAVATION ALL AROUND MANHOLE UP TO C.L. OF SEWER WITH BEDDING MATERIAL.



			R	IP-R	RAP_			
PIPE		STON	E RIP-	-RAP				BEDDING
DIAMETER (IN.) D	QUALITY DESIGNATION	GRADATION NUMBER RR	MINIMUM THICKNESS (IN.) A	MINIMUM LENGTH (FT.) 4D	WEIGHT RANGE (#)	WEIGHT AVERAGE (#)	SIZE AVERAGE (IN.)	MINIMUM THICKNESS (IN.)
12"	В	3	8"	4'	1-50	10	4.5"	N/A
15"	В	3	8"	5	1-50	10	4.5"	N/A
18"	В	4	16"	6'	1-150	40	7''	6''
21"	В	4	16"	7'	1-150	40	7"	6''
24"	В	4	16"	8'	1-150	40	7"	6''
27"	В	4	16"	9'	1-150	40	7"	6''
30"	В	4	16"	10'	1-150	40	7"	6''
36"	В	5	22"	12'	3-400	90	10"	8"
42"	В	5	22"	14'	3-400	90	10"	8"
48''	В	6	26"	16'	6-600	170	12"	10"
54"	В	6	26"	18'	6-600	170	12"	10"
60"	В	6	26"	20'	6-600	170	12"	10"
72"	В	6	26"	24'	6-600	170	12"	10"

PIPE								
DIAMETER (IN.) D	QUALITY DESIGNATION	GRADATION NUMBER RR	MINIMUM THICKNESS (IN.) A	MINIMUM LENGTH (FT.) 4D	WEIGHT RANGE (#)	WEIGHT AVERAGE (#)	SIZE AVERAGE (IN.)	MINIMUM THICKNESS (IN.)
12"	В	3	8"	4'	1-50	10	4.5"	N/A
15"	В	3	8"	5	1-50	10	4.5"	N/A
18"	В	4	16"	6'	1-150	40	7"	6''
21"	В	4	16"	7'	1-150	40	7"	6''
24"	В	4	16"	8'	1-150	40	7"	6''
27"	В	4	16"	9'	1-150	40	7"	6''
30"	В	4	16"	10'	1-150	40	7"	6''
36"	В	5	22"	12'	3-400	90	10"	8"
42"	В	5	22''	14'	3-400	90	10"	8"
48"	В	6	26"	16'	6-600	170	12"	10"
54''	В	6	26"	18'	6-600	170	12"	10"
60''	В	6	26"	20'	6-600	170	12"	10"
72"	В	6	26"	24'	6-600	170	12"	10"
2. R	OR PIPE LA OF RIP—RAP EFFER TO I.C TANDARDS F	OR APRO	N IS REQU CIFICATION	JIRED. IS AND	. DESIG	SN		STONE RIP RAP DETAIL

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PROJ. MGR.: TTR

PROJ. ASSOC.: RJS

GENERAL CONDITIONS

CONTRACTOR acknowledges and agrees that the use and reliance of these Plans and Specifications is sufficient consideration for CONTRACTOR'S covenants stated herein.

- a. "CLIENT" shall mean Lavelle Family Partnership, LLP, which is the person or entity with whom Manhard Consulting, Ltd. has contracted with to prepare Civil Engineering PLANS and SPECIFICATIONS.
- b. "ENGINEER" shall mean Manhard Consulting, Ltd., a Civil Engineering consultant on the subject project.
- c. "PLANS and SPECIFICATIONS" shall mean the Civil Engineering PLANS and SPECIFICATIONS prepared by the ENGINEER, which
- may be a part of the contract documents for the subject project. d. "CONTRACTOR" shall mean any person or entity performing any work described in the PLANS and SPECIFICATIONS.
- e. "JURISDICTIONAL GOVERNMENTAL ENTITY" shall mean any municipal, county, state or federal unit of government from whom an approval, permit and/or review is required for any aspect of the subject project. INTENT OF THE CONTRACT DOCUMENTS

The intention of the PLANS and SPECIFICATIONS is to set forth certain requirements of performance, type of equipment and structures, and standards of materials and construction. They may also identify labor and materials, equipment and transportation necessary for the proper execution of the work but are not intended to be infinitely determined so as to include minor items obviously required as part of the work. The PLANS and SPECIFICATIONS require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omissions of specific references to any minor component part. It is not intended, however, that materials or work not covered by or properly inferred from any heading, branch, class or trade of the SPECIFICATIONS shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

INTERPRETATION OF PLANS AND SPECIFICATIONS

- a. The CLIENT and/or CONTRACTOR shall promptly report any errors or ambiguities in the PLANS and SPECIFICATIONS to the ENGINEER. Questions as to meaning of PLANS and SPECIFICATIONS shall be interpreted by the ENGINEER, whose decision shall be final and binding on all parties concerned.
- b. The ENGINEER will provide the CLIENT with such information as may be required to show revised or additional details of construction. c. Should any discrepancies or conflicts on the PLANS or SPECIFICATIONS be discovered either prior to or after award of the contract, the ENGINEER's attention shall be called to the same before the work is begun thereon and the proper corrections made. Neither the CLIENT nor the CONTRACTOR may take advantage of any error or omissions in the PLANS and SPECIFICATIONS. The ENGINEER will provide information when errors or omissions are discovered.

GOVERNING BODIES

All works herein proposed shall be completed in accordance with all requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, and all such pertinent laws, directives, ordinances and the like shall be considered to be a part of these SPECIFICATIONS. If a discrepancy is noted between the PLANS and SPECIFICATIONS and requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, the CLIENT and/or the CONTRACTOR shall immediately notify the ENGINEER in writing.

LOCATION OF UNDERGROUND FACILITIES AND UTILITIES

When the PLANS and SPECIFICATIONS include information pertaining to the location of existing underground facilities and utilities (including but not limited to water mains, sanitary sewers, storm sewers, electric, telephone, gas and cable TV lines), such information represents only the opinion of the ENGINEER as to the approximate location and elevation of such facilities and utilities. At the locations wherein detailed positions of these facilities and utilities become necessary to the new construction, including all points of connection, the CONTRACTOR shall furnish all labor and tools to verify or definitely establish the horizontal location, elevation, size and material (if appropriate) of the facilities and utilities. The CONTRACTOR shall notify the ENGINEER at least 48 hours prior to construction if any discrepancies in existing utility information or conflicts with existing utilities exist. The ENGINEER assumes no responsibility whatever with respect to the sufficiency or accuracy of the information shown on the PLANS and SPECIFICATIONS relative to the location of underground facilities and utilities, nor the manner in which they are removed or adjusted.

It shall be the CONTRACTOR's responsibility prior to construction, to notify all Utility Companies of the intentions to begin construction and to verify the actual location of all such facilities and utilities. The CONTRACTOR shall also obtain from the respective Utility Companies the working schedules for removing or adjusting these facilities.

UNSUITABLE SOILS

The PLANS have been prepared by the ENGINEER based on the assumption that all soils on the project are suitable to support the proposed improvements shown. The CONTRACTOR shall immediately notify the ENGINEER if he discovers or encounters an obstruction that prevents the installation of the improvement according to the line and grades shown on the PLANS. PROTECTION OF TREES

All trees that are not to be removed shall be protected from damage. Trees shall not be removed unless requested to do so in writing by the

NOTIFICATION OF OWNERS OF FACILITIES AND UTILITIES

The CONTRACTOR shall notify all applicable Jurisdictional Governmental Entities or utility companies, i.e., water, sewer, electric, telephone, gas and cable TV prior to beginning any construction so that said entity or company can establish the location and elevation of underground pipes, conduits or cables adjoining or crossing proposed construction.

TRAFFIC CONTROL

The CONTRACTOR shall provide when required by any JURISDICTIONAL GOVERNMENTAL ENTITY, all signs, equipment, and personnel necessary to provide for safe and efficient traffic flow in all areas where the work will interrupt, interfere or cause to change in any form, the conditions of traffic flow that existed prior to the commencement of any portions of the work. The CLIENT may, at his discretion, require the CONTRACTOR to furnish traffic control under these or other circumstances where in his opinion it is necessary for the protection of life and property. Emergency vehicle access shall be maintained at all times. Unless authorized by the CLIENT or CLIENT's construction representative, all existing access points shall be maintained at all times by the CONTRACTOR. The need for traffic control shall be

anticipated by the CLIENT.

The CONTRACTOR, his agents and employees and their employees and all equipment, machinery and vehicles shall confine their work within the boundaries of the project or work area specified by the Client. The CONTRACTOR shall be solely liable for damage caused by him or his agents and employees and their equipment, machinery and vehicles on adjacent property or areas outside designated work areas. UTILITY POLES

It shall be the responsibility of the CONTRACTOR to arrange for the relocation or bracing of existing utility poles that may be within the working limits of this contract. It is expressly understood that all work and costs connected with the maintenance of these utility poles, their temporary relocations, etc., shall be the responsibility of the CLIENT or the CONTRACTOR.

RESTORATION

It is the intent of these SPECIFICATIONS that clean-up and final restoration shall be performed immediately upon completion of each phase of the work or when so directed by the CLIENT so that these areas will be restored as nearly as possible to their original condition or better, and shall include but not be limited to, restoration of maintained lawns and rights-of-way, roadways, driveways, sidewalks, ditches, bushes, hedges, trees, shrubs, fences, mailboxes, sewers, drain tiles, water mains, etc.

ROAD CLEANING

The CONTRACTOR shall maintain roadways adjoining the project site free from mud and debris at all times. If mud and/or debris is carried onto the roadways from vehicles entering onto the highway from either the CONTRACTOR's trucks, his employees' vehicles, or his material suppliers, the CONTRACTOR shall immediately remove said mud and/or debris.

SAFETY AND PROTECTION

The CONTRACTOR shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR's duties and responsibilities for safety and for protection of the work shall continue until such time as all work is completed and the CLIENT has notified CONTRACTOR that the work is acceptable. The duties of the ENGINEER do not include review of the adequacy of either the CONTRACTOR's or the general public's safety in, on, or near the construction site.

To the fullest extent permitted by law, any CONTRACTOR; material supplier or other entity by use of these plans and specifications hereby waives any right of contribution and agrees to indemnify, defend, save and hold harmless Manhard Consulting, Ltd. and its agents, employees and consultants from and against all manner of claims, causes, causes of action, damages, losses and expenses, including but not limited to, attorneys' fees arising out of, resulting from or in connection with the performance of any work, pursuant to or with respect to these plans and specifications. However, this indemnity shall not be construed to indemnify Manhard Consulting, Ltd., its consultants, agents or employees against its own negligence.

Claims, damages, losses and expenses as these words are used in the Agreement shall mean and include, but not be limited to (1) injury or damage occurring by reason of the failure of or use or misuse of any hoist, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by any party or entity, including any contractor; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity (3) costs for time expended by the indemnified party and its employees, at its usual rates plus costs or travel, long distance telephone and reproduction of documents and (4) consequential damages. Only to the extent necessary to prevent this provision from being void under any state statute of the state where the work specified in these Plans and Specifications are to be performed, this indemnity agreement shall not require the CONTRACTOR to indemnify the ENGINEER, its consultants, agents or employees against its own negligence.

Any party using these plans, including any contractor, material supplier, or other entity shall obtain, (prior to commencing any work) general public liability insurance insuring against all damages and claims for any bodily injuries, death or property damage arising out of any work, including the construction work provided for in these plans, and shall name Manhard Consulting, Ltd. and its consultants, agents and representatives as additional insureds under such insurance policy. Such insurance must contain a clause stating that the insurance is primary coverage for Manhard Consulting, Ltd. and Manhard Consulting, Ltd.'s other applicable coverage is considered secondary.

Manhard Consulting, Ltd. the ENGINEER, is intended to be a third party beneficiary of this willing agreement and requirement.

DETAILED SPECIFICATIONS

I. EXCAVATION AND GRADING A. STANDARDS

This work shall be completed in conformance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition except as modified below.

B. <u>EXCAVATION AND EMBANKMENT</u>

- a. CONTRACTOR shall perform all demolition work in accordance with all applicable Federal, State and local requirements. b. The CONTRACTOR shall coordinate all demolition with the JURISDICTIONAL GOVERNING ENTITY and CLIENT to ensure protection and maintenance of sanitary sewer and water utilities as necessary and to provide stormwater conveyance until new facilities are
- constructed, tested and placed into operation. c. CONTRACTOR shall develop and implement a daily program of dust control and shall submit and obtain JURISDICTIONAL GOVERNING ENTITY approval of dust control procedures prior to demolition of any structures. Modification of dust control procedures
- shall be performed by the CONTRACTOR to the satisfaction of the JURISDICTIONAL GOVERNING ENTITY as requested. d. All asphalt pavement, curb and gutter and miscellaneous structures shall be demolished by the CONTRACTOR and disposed of offsite
- e. All existing sewers outside the building as indicated on the PLANS to be removed shall be removed from the site and disposed of offsite
- by the CONTRACTOR. f. Voids left by any item removed under any proposed building, pavement or walk or within 24" thereof shall be filled and compacted with
- suitable materials by the CONTRACTOR. g. All fire access lanes within the project area shall remain in service, clean of debris, and accessible for use by emergency vehicles.
- h. Any existing wells encountered shall be exposed and sealed 3' below proposed finish grade by the CONTRACTOR in accordance with Section 920.120 of the Illinois Water Well Construction Code, Department of Public Health, Latest Edition, and all applicable local rules and regulations
- i. Any existing septic tanks and grease traps encountered shall have all liquids and solids removed and disposed of by a licensed commercial hauler in accordance with JURISDICTIONAL GOVERNING ENTITY regulations, and the tank and grease traps shall then be filled with suitable materials or removed from the site and disposed of by the CONTRACTOR.
- Any material containing asbestos found within existing structures shall be removed from the site and disposed of off-site by the CONTRACTOR in accordance with County, State and Federal regulations
- k. Prior to the commencement of any demolition activity, the OWNER/CONTRACTOR shall obtain all applicable permits to disconnect existing utility services to each building proposed for demolition.

SOIL BORING DATA

Copies of results of soil boring and reports, if such borings were taken by the CLIENT in the vicinity of the proposed construction site, should be made available by the CLIENT to the CONTRACTOR. These borings are presented for whatever purpose the CONTRACTOR chooses to make of them. The ENGINEER makes no representation or warranty regarding the number, location, spacing or depth of borings taken, nor of the accuracy or reliability of the information given in the results thereof.

Further, the ENGINEER does not assume responsibility for the possibility that during construction, the soil and groundwater condition may be different than indicated. Neither does the ENGINEER assume responsibility for variations of soil and groundwater at location between borings. The CONTRACTOR is required to make its own borings, explorations and observations to determine soil and groundwater

EARTHWORK CALCULATIONS AND CROSS SECTIONS

The CONTRACTOR understands that any earthwork calculations, quantities or cross sections that have been furnished by the ENGINEER are for information only and are provided without any guarantee by the CLIENT or ENGINEER whatsoever as to their sufficiency or accuracy. CONTRACTOR warrants that he has performed his own subsurface investigations as necessary and his own calculations and cross sections to determine site soil conditions and earthwork volumes. The ENGINEER makes no representation or guarantee regarding earthwork quantities or that the earthwork for this project will balance due to the varying field conditions, changing soil types, allowable construction to tolerances and construction methods that are beyond the control of the ENGINEER.

CLEARING, GRUBBING AND TREE REMOVAL

The site shall be cleared, grubbed, and trees and stumps removed where designated on the PLANS. Trees designated to remain shall be protected from damage.

Upon completion of demolition, clearing, grubbing and tree removal, all topsoil shall be stripped from under all buildings and pavements areas, and other areas necessary to complete the work. Topsoil stripped shall be placed in stockpiles in locations as designated by the

TOPSOIL RESPREAD

Upon completion of roadway and/or parking lot improvements and installation of underground utilities a minimum of four inches (4") of topsoil shall be respread over all unpaved areas which have been disturbed by earthwork construction, except building pads and other designated areas, which shall be kept free from topsoil.

Upon completion of topsoil respread, the CONTRACTOR shall apply seed and fertilizer as designated on the PLANS or as designated on landscape drawings and specifications provided by the CLIENT. The CONTRACTOR shall adhere to the requirements of the landscape plans, however in the absence of landscape drawings and specifications, seeding shall be as designated on the PLANS and in accordance with the above standards.

EXCAVATION AND EMBANKMENT (FILL)

Upon completion of topsoil stripping, all excavation and embankments shall be completed as shown on the PLANS. All suitable excavated materials shall be hauled, placed (moisture conditioned if necessary) and compacted in the embankment areas. The CONTRACTOR shall include all dewatering, temporary ditching and culverts necessary to complete the excavation and embankment.

Specifically included in the scope of Excavation and Embankments is grading and shaping of all cut or fill areas including swales and ditches; handling of sewer spoil, etc., and all work required to provide positive drainage at the end of each working day and upon completion of a

The CONTRACTOR shall be responsible for the excavation of all swales and ditches and for the excavation or filling of the parking lot within the work limits to within ±0.1 feet of the proposed subgrade elevations indicated on the PLANS. He shall be responsible for obtaining compaction in accordance with the minimum values listed in the table below for all embankments unless more stringent values are listed in the soils report, and to use any method approved by the CLIENT necessary to obtain this compaction (i.e., soil fabric or any undercutting that

	Percent		
	Compaction	Pavement &	
Type Material	Standard	Floor Slabs	Grass Areas
Sandy Soils	Modified Proctor	95%	90%
Clayey Soils	Standard Proctor	95%	90%

The CONTRACTOR shall notify the CLIENT if proper compaction cannot be obtained so that the CLIENT may determine what remedial measures may be needed.

A soils testing firm employed by the CLIENT shall determine which soils are unsuitable. Materials in their natural state being defined as unsuitable that would be suitable material if moisture conditioned, shall be conditioned by the CONTRACTOR and used as suitable embankment material or hauled from the site.

For purposes of definition, unsuitable material shall be as follows unless determined otherwise by the Soils Engineer:

a. Any soil whose optimum moisture content exceeds 25%

unless approved otherwise in the soils report or by the CLIENT.

- b. Any cohesive soil with an unconfined compressive strength of 1.5 tons per square foot or less.
- c. Any soil whose silt content exceeds 60% by weight.
- d. Any soil whose maximum density is less than 100 pounds per cubic foot.
- e. Any soil containing organic, deleterious, or hazardous material.

Ditches and swales are to be excavated to the lines and grades indicated on the PLANS. All suitable materials excavated from the ditches shall be used in construction of the embankments.

The CONTRACTOR shall notify the CLIENT immediately upon encountering groundwater during excavation. If in the opinion of the CLIENT or the JURISDICTIONAL GOVERNING ENTITY this condition necessitates the installation of perforated drain tile bedded in washed gravel or open storm sewer joints wrapped with fabric, the CONTRACTOR shall install the same.

During excavation and embankment, grades may be adjusted to provide an overall site earthwork balance. The CONTRACTOR shall cooperate fully with the CLIENT in adjustment of grades, construction methods and placement of material to meet the above goals and shall immediately advise CLIENT if he believes that the earthwork will not balance.

construction. The CONTRACTOR shall construct and maintain any temporary ditches or swales that are necessary to accomplish this prior

*DETENTION BASIN EMBANKMENT

to beginning mass excavation.

EROSION CONTROL

Upon completion of excavation and shaping of the water retention areas, all silt seams and granular or sandy soils shall be removed to a minimum depth of three feet below the subgrade and replaced with an impermeable clay liner compacted to a minimum of 95% Standard Proctor, including adjacent to and under storm sewer inlets and outlets. It is the intent of these PLANS and SPECIFICATIONS that the CONTRACTOR shall prepare the lake bottoms, side slopes, and compaction thereof so that the lakes will maintain the proposed normal water level and that leakage does not exceed ½ inch per week.

It is the intent of these PLANS that storm waters falling on the site be diverted into sedimentation / lake / detention basins during

Suitable erosion control practices shall be maintained by the CONTRACTOR in accordance with Illinois Urban Manual and all applicable Soil Erosion and Sedimentation Control ordinances and the PLANS.

UNDERCUTTING DURING EARTHWORK

If the subgrade cannot be dried adequately by discing as outlined above for placement of material to planned grades and if the CLIENT determines that the subgrade does not meet the standards set forth above, the CLIENT may require undercutting.

MISCELLANEOUS CONTRACT ITEMS

The following items may be required at the CLIENT's option, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY:

(a) **GEOTEXTILE FABRIC**

Geotextile fabric or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY where proper compaction of embankments over existing soft soils is not possible. Geotextile fabric shall meet the material specifications of and shall be installed in accordance with the above standards.

(b) EROSION CONTROL BLANKET

Erosion control blanket or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY for the stabilization of disturbed areas. Erosion control blanket shall meet the material specifications of and shall be installed in accordance with the above standards, the Illinois Urban Manual and/or the details

shown on the PLANS. II. <u>UNDERGROUND IMPROVEMENTS</u>

A. GENERAL

STANDARDS

All underground improvements shall be constructed and tested in accordance with the Standard Specifications for Water and Sewer Construction in Illinois and Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition. In the event of conflicting guidelines, the more restrictive shall govern.

SELECTED GRANULAR BACKFILL

Selected Granular Backfill shall be required for all sewer and water main trenches lying under existing or proposed streets, driveways, parking lots and within 24" thereof, and where noted on PLANS. All material placed in such trenches shall be in accordance with the above

MANHOLES, CATCH BASIN, INLETS & VALVE VAULTS

All Manholes, Catch Basins, Inlets, and Valve Vaults shall be constructed of reinforced precast concrete ring construction with tongue and groove joints in conformance with the latest revision of ASTM designation C-478. All joints between sections and frames (except sanitary manholes, see Section IIB Manholes, below) shall be sealed with mastic type bituminous jointing compound. CONTRACTOR shall remove all excess mastic on inside of structure and butter joints with mortar. Manholes are to have offset cones except that no cone shall be used on storm manholes 6'-0" deep or less in which case a reinforced concrete flat top section shall be used, and Valve Vaults shall have concentric cones. Only concrete adjustment rings will be permitted where necessary and shall be limited to two adjustment rings totaling not more than 8" in height. All manholes and catch basin steps shall be copolymer polypropylene with continuous ½" steel reinforcement as manufactured by MA Industries, or approved equal.

AUGER BORING AND CASING

*INTENTIONALLY DELETED

AUGER (OPEN BORE)

*INTENTIONALLY DELETED

HORIZONTAL AND VERTICAL SEPARATION OF WATER AND SEWER MAINS

Horizontal and vertical separation of water and sewer mains shall be in accordance with Standard Specifications for Water and Sewer Construction in Illinois Section 41-2.01A and 41-2.01B and Standard Drawing 18, 19, 20, 21, 22, 23 and 24.

STRUCTURE ADJUSTMENTS

Structures shall be adjusted to the finished grade as shown on PLANS. B. SANITARY SEWERS AND APPURTENANCES

SANITARY SEWER PIPE *INTENTIONALLY DELETED

MANHOLES

*INTENTIONALLY DELETED FOUNDATION, BEDDING AND HAUNCHING

Foundation, Bedding and Haunching shall be wet coarse aggregate or moist fine aggregate in accordance with the above standards and **TESTING** shown on the detail.

Sanitary sewers shall be air tested and tested for deflection in accordance with the requirements of Section 31-1.12 "TESTING AND INSPECTION FOR ACCEPTANCE OF SANITARY SEWERS" of the Standard Specifications for Water and Sewer Construction in Illinois or the JURISDICTIONAL GOVERNING ENTITY, whichever is more restrictive. In addition, a televised inspection of the completed sanitary sewers shall be conducted and a copy of the videotape and report furnished to the JURISDICTIONAL GOVERNING ENTITY.

All sanitary manholes are to be tested for water tightness in accordance with ASTM C969 "Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines", or ASTM C1244 "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test".

<u>SERVICES</u>

*INTENTIONALLY DELETED

*INTENTIONALLY DELETED

DROP MANHOLE CONNECTIONS Drop manhole connections to existing manholes shall be constructed according to the PLANS and the detail.

SANITARY SEWER FORCE MAIN Sanitary sewer force main shall conform to the following:

- a. Polyvinyl Chloride Pipe (PVC), Class 150, conforming to ASTM D2241 with integral bell and flexible elastomeric seal joints conforming to ASTM D3139 and F477. b. Ductile iron cement lined pipe conforming to the latest revision of ANSI/AWWA C151/A21.51, Thickness Class 50, minimum 150 psi
- working pressure with "push on" type joints. Force mains shall have a minimum of five feet six inches (5'-6") of cover and shall include bedding and trench backfill. Upon completion of installation, force mains are to be plugged and pressure tested at 2 times the working pressure or total dynamic head for

a period of 10 minutes, with no loss of pressure or as required by the JURISDICTIONAL GOVERNING ENTITY, whichever is more stringent. TELEVISION INSPECTION *INTENTIONALLY DELETED

MISCELLANEOUS All floor drains shall be connected to the sanitary sewer.

A. WATER MAINS AND APPURTENANCES

WATER MAIN PIPE (3" AND LARGER)

Water main pipe shall conform to the following:

- a. Ductile iron cement lined pipe conforming to the latest revision of ANSI/AWWA C151/A21.51, Thickness Class 52, minimum 150 psi
- working pressure with "push on" type joints. b. Polyvinyl Chloride Pipe (PVC) conforming to the latest revision of ANSI/AWWA C900 (4-inch thru 12-inch) or ANSI/AWWA C905 (14-inch thru 48-inch) with a pressure rating of 235 psi, SDR 18 in accordance with ASTM D2241. Joints shall be pressure rated in
- accordance with ASTM D3139 with elastomeric seals in accordance with ASTM F477. Installation shall be in accordance with ANSI/AWWA C600 (Ductile Iron) or ANSI/AWWA C605 (PVC). All water main shall have mechanical joint cast iron or ductile iron fittings in accordance with ANSI/AWWA C110/A21.10 or compact ductile iron fittings in accordance with ANSI/AWWA C153/A21.53 with 250 psi working pressure.

Poured or monolithic concrete thrust blocks are required to brace all tees, plugs, caps, and bends of 11 1/4 degree deflection or greater. Minimum cover for all water mains, including services, shall be 5'-6" from the finished grade. Water main shall include bedding and

WATER VALVES

All valves shall be resilient wedge gate valves conforming to the latest revision of ANSI/AWWA C509, with a rated working pressure of 200 psi in accordance with JURISDICTIONAL GOVERNING ENTITY requirements, except that butterfly valves conforming to ANSI/AWWA C504 shall be constructed on all water mains 16" diameter and larger. Valves shall be non-rising stem and shall close by turning clockwise.

Valve vaults shall be constructed in conformance with Section IIA Manholes, etc. above. Frame and lids shall be Neenah R-1772 or approved equal and shall be imprinted "Water". Valve vaults shall include valve, frame and cover, bedding, and backfilling, if required.

Fire Hydrants shall be per JURISDICTIONAL GOVERNING ENTITY requirements. All fire hydrants shall be located as shown on the PLANS and shall be painted in a manner acceptable to the JURISDICTIONAL GOVERNING ENTITY after installation and shall be adjusted to final

TAP, STOPS AND BOX

The CONTRACTOR shall determine from the JURISDICTIONAL GOVERNING ENTITY as to the exact style, type, and manufacture of Corporation stops, ground key stops and services boxes preferred by the JURISDICTIONAL GOVERNING ENTITY and shall furnish same. SMALL WATER SERVICES (2" DIAMETER OR LESS)

Water services shall be type K copper size as shown on PLANS, and constructed where shown on the PLANS. The ends of all services shall

be marked with a 4"x4" post extending 36" above grade and painted blue. The CONTRACTOR shall keep accurate records of tap locations and service box locations, as well as the service lengths and furnish same to CLIENT. Water services shall include bedding and backfilling.

Disinfections shall meet all of the requirements of the State of Illinois, Environmental Protection Agency, Public Water Supplies Division. The safe quality of the water supply shall be demonstrated by bacteriological analysis of samples collected at sampling taps on at least two consecutive days following disinfection of the mains and copies of the said report submitted to the JURISDICTIONAL GOVERNING ENTITY and the CLIENT

PRESSURE CONNECTION TO EXISTING WATER MAIN

*INTENTIONALLY DELETED

DRY CONNECTION TO EXISTING WATER MAIN

A dry connection to existing water main shall include a connection to an existing water main stub where shown on the PLANS. The CONTRACTOR shall obtain approval of the JURISDICTIONAL GOVERNING ENTITY to shut down any main, including submittal of a schedule of the time of shut off and the time the line will be returned to service. All mains shut down that are opened to atmosphere must be disinfected prior to returning main into service.

POLYETHYLENE TUBE (FOR DUCTILE IRON WATER MAIN ONLY)

The CLIENT, or JURISDICTIONAL GOVERNING ENTITY may request that portions of the water main be enclosed in a polyethylene tube, Clow F-191 or approved equal installed as per the manufacturer's recommendations, should soil conditions so warrant its use. FOUNDATION, BEDDING AND HAUNCHING

Foundation, Bedding and Haunching shall be wet coarse aggregate or moist fine aggregate in accordance with the above standards and

placed as shown on the detail D. STORM SEWERS AND APPURTENANCES

Storm sewer pipe shall conform to the following:

MANHOLES, INLETS & CATCH BASINS

*STORM SEWER PIPE

a. Reinforced concrete pipe minimum Class IV in conformance with the latest revision of ASTM designation C76 with C361 or C443 flexible gasket joints, except that bituminous mastic joints may be used in grass areas.

b. Polyvinyl Chloride (PVC) Pipe: ASTM D3034 (4-inch thru 15-inch) or ASTM F679 (18-inch thru 36-inch), rated SDR 35, continually marked with manufacturer's name, pipe size, cell classification, SDR rating. Joints shall be flexible elastomeric seals conforming to

c. High Density Polyethylene Pipe (HDPE) Smooth Interior, AASHTO Designation M252 and M294, maximum diameter of 48 inches. Pipe joints and fittings shall be watertight gasketed joints. No band seals will be allowed. (Only permitted with Municipality Approval and/or when specifically indicated on PLANS).

Storm sewers may be constructed with reinforced concrete pipe using only flexible gasket joints (ASTM 361 or 443) for water main crossings. Storm sewer shall include bedding and trench backfill.

Manholes, Inlets and Catch Basins shall be constructed in conformance with Section IIA Manholes, etc. above. The space between connecting pipes and the wall of the manhole shall be completely filled with non-shrink hydraulic cement mortar. Frames and lids shall be

Neenah or approved equal unless specified otherwise on the PLANS. All frames and grates shall be provided such that the flange fully covers the opening plus 2" of the structure as a minimum. * Provide "Vane" Type frame & grate for all structures located in curb where gradient exceed 2.0%. Manholes shall include steps, frame & grate, bedding and trench backfill. Flared end sections shall be pre-cast reinforced concrete flared end section with an end block cast separate as per the Illinois Department of

Transportation Standard 542301 and shall be installed where shown on the PLANS. All flared end sections for storm sewers 12" in diameter

and larger shall be installed with a grating per Standard 542311 and/or as detailed on the PLANS. Work shall include end block. FOUNDATION, BEDDING AND HAUNCHING

Foundation, Bedding and Haunching shall be wet coarse aggregate or moist fine aggregate in accordance with the above standards and placed as shown on the detail. UNDERDRAINS

Pipe underdrains shall be corrugated flexible plastic pipe conforming to AASHTO Designation M252 perforated corrugated polyethylene pipe (PE) with a smooth interior of the diameter indicated on the PLANS and wrapped in a soil filter fabric supplied and installed by the CONTRACTOR. Perforations may be circular or slotted, but shall provide a minimum of 1.0 in2/ft of inlet area. CONTRACTOR shall submit fabric and pipe catalogue Specifications for approval by the CLIENT. CONTRACTOR shall bed and backfill the underdrain in one of the following IDOT gradations of aggregate (CA-5, CA-7, CA-11, CA-14 or CA-15).

MISCELLANEOUS a. All existing field drainage tile or storm sewers encountered or damaged during construction shall either be restored to their original

condition, properly rerouted and/or connected to the storm sewer system. b. Footing drains shall be connected to sump pumps or discharged directly into storm sewers. Footing drains or drainage tile shall not be connected to the sanitary sewer.

CONNECTION FOR STORM SERVICE TO STORM MAIN Connections of storm sewer services to storm sewer mains should be made with manufactured tees when available. Availability of

the average subgrade elevation to be within ±0.02-feet of the proposed subgrade grade elevation.

manufactured tees will be a function of the storm sewer material and pipe diameter size of the service sewer and main. If manufactured tees are not reasonably available, connections should be made in accordance with manufacturer's recommendations for all storm sewer other than concrete pipe. For concrete pipe connections without manufactured tees the storm sewer main shall be machine cored and the service sewer connected using non-shrink grout for the void between pipes. The service sewer shall be cut flush with the inside wall of the sewer main and not extend into the inside flow area of the main or otherwise impede flow.

III. ROADWAY AND PARKING LOT IMPROVEMENTS

STANDARDS Work shall be completed in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition.

SUBGRADE PREPARATION The CONTRACTOR shall be responsible for all subgrade compaction and preparation to ±0.1-foot of the proposed subgrade elevation with

BITUMINOUS BASE COURSE *INTENTIONALLY DELETED

AGGREGATE BASE COURSE TYPE 'B'

Compacted aggregate base course type "B" shall be constructed using IDOT Type CA-6 materials and shall be placed where shown on the

BITUMINOUS CONCRETE, BINDER AND SURFACE COURSE Bituminous pavement shall consist of bituminous concrete binder and surface courses, IDOT Hot-Mix Asphalt, to the compacted thickness as shown on the PLANS. The base course shall be cleaned and primed in accordance with the JURISDICTIONAL GOVERNING ENTITY. The bituminous concrete surface course shall be placed after the base course has gone through one winter season, or as directed by the CLIENT. Before applying the surface course, the binder course shall be thoroughly cleaned and primed in accordance with the JURISDICTIONAL GOVERNING ENTITY. Prior to the placement of the bituminous concrete surface, the JURISDICTIONAL GOVERNING ENTITY shall examine the completed pavement, including curb and gutter, and all failures shall be corrected by the CONTRACTOR.

Concrete sidewalks shall be constructed to width and thickness as shown on the PLANS. Sidewalks shall be thickened to a minimum of 6" at all driveways. All sidewalks shall be IDOT Class SI concrete, on aggregate base as shown on the detail. A 3/4" expansion joint shall be provided when meeting existing sidewalk.

Curb and gutter shall be as per the detail shown on the PLANS, which shall include compacted aggregate base course under the curb and gutter. All contraction and expansion joints shall be constructed as per the detail.

CURB AND GUTTER

SIDEWALKS

CONCRETE PAVEMENTS *INTENTIONALLY DELETED

CONCRETE CURB REMOVAL AND REPLACEMENT

The CONTRACTOR shall saw cut and remove the existing concrete curb where shown on the PLANS and install a curb of similar cross section and pavement to that removed (or depressed curb and gutter if shown on the PLANS). Upon completion of the curb all voids, if any, between the existing pavement and the new curb shall be filled with concrete to within 2" of the final surface, which is to be filled with bituminous pavement. The area behind the curb shall be filled and compacted with embankment material within 6" of the top of the new curb. The CONTRACTOR shall then restore the remaining 6" to its original condition (i.e., sod, gravel, topsoil). Where proposed curb connects to an existing curb, the existing curb shall be saw cut and then two 18" long x ¾" (#6) dowel bars shall be drilled and installed 9" into the existing and proposed curb. Bars shall be installed in a location similar to the expansion joint in the curb.

PROOF ROLLING

The CONTRACTOR shall provide a fully loaded vehicle approved by the CLIENT or JURISDICTIONAL GOVERNING ENTITY, and proof roll as follows. The CLIENT and JURISDICTIONAL GOVERNING ENTITY shall observe and approve the proof rolling of the subgrade and the base course. Proof rolling tolerances shall be a maximum deflection of 1" for the subgrade and ½" for the base course. The above criteria is intended as a maximum deflection standard and that proof rolling of a majority of the area will have less deflection than specified above. In any case of deficiency, the subgrade and/or base course shall be repaired and retested before proceeding with the pavement construction. **PAVEMENT MARKING - PAINT**

The CONTRACTOR shall furnish and apply painted marking lines, letters & symbols of the patterns, sizes and colors where shown on the PLANS. Paint pavement marking shall be applied in accordance with the IDOT Standard Specifications.

PAVEMENT MARKING - THERMOPLASTIC *INTENTIONALLY DELETED

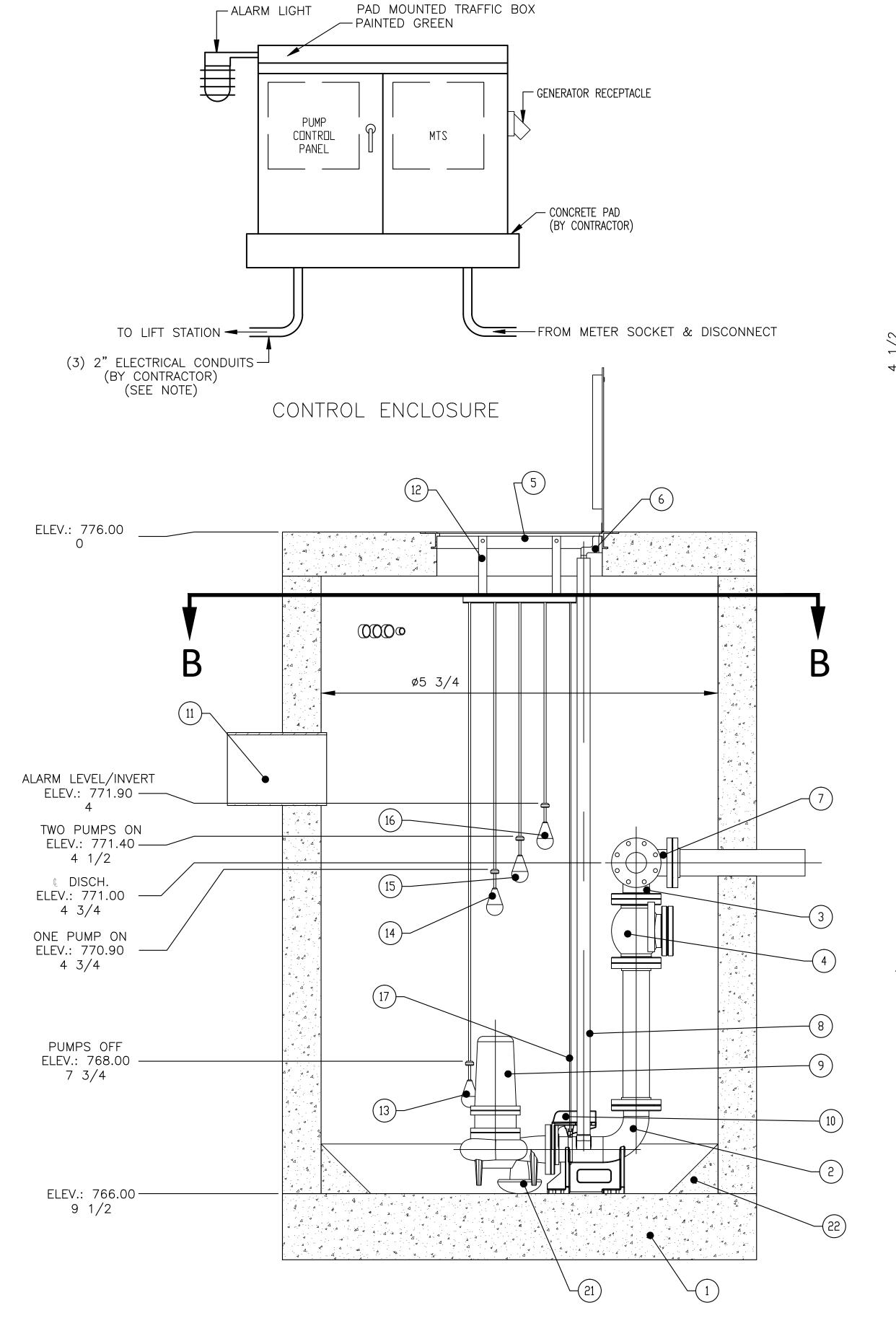
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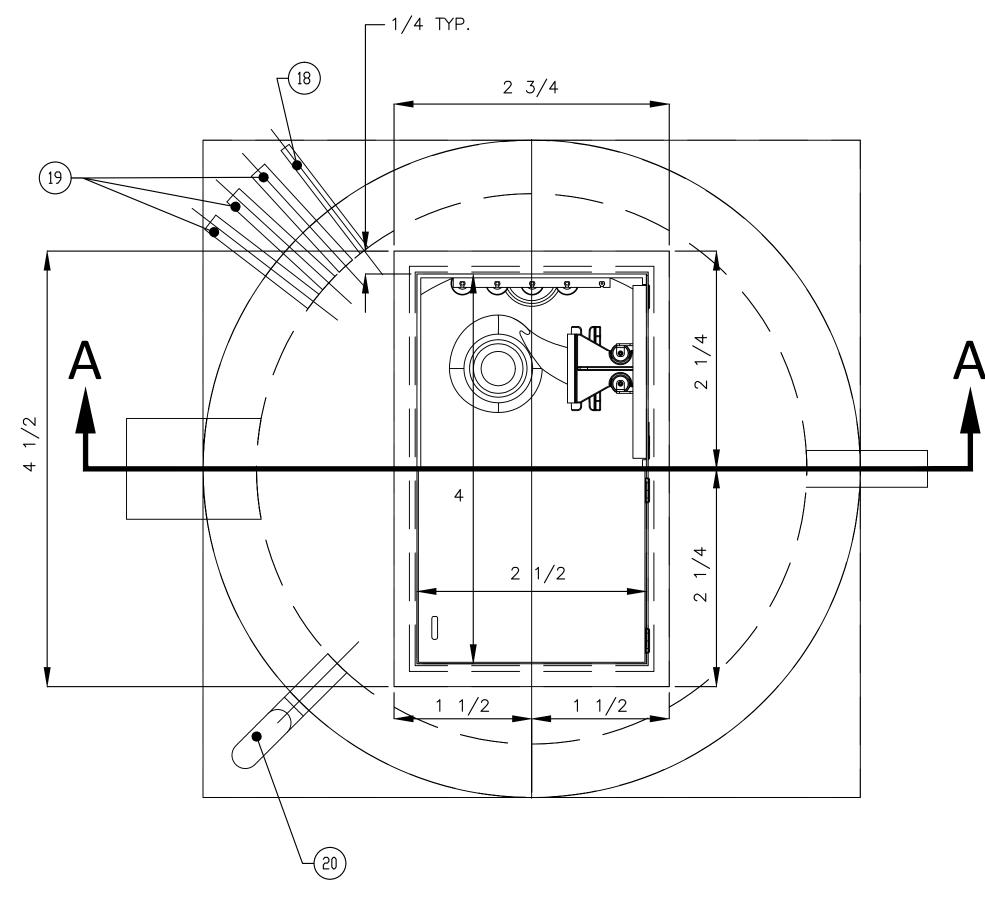
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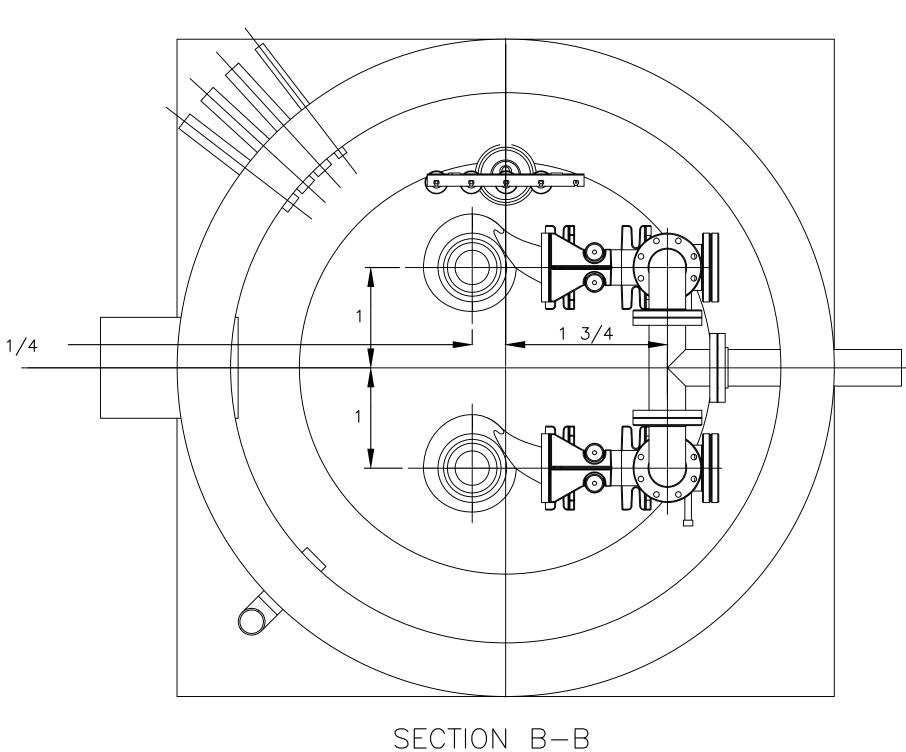
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PROJ. MGR.: TTR PROJ. ASSOC.: RJS

9-29-11 <u>N.T.S.</u>







ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	WET WELL	6'-0" DIA. x 10'-0" DEEP	1
2	4" MTM ELBOW		2
3	4" S.R. ELBOW	D.I. FITTING	2
4	4" FULL BODY SWING CHECK VALVE	SUITABLE FOR VERTICAL INSTALLATION	2
5	APD300-30x51	DUPLEX ALUMINUM ACCESS HATCH	1
6	UPPER GUIDE RAIL SUPPORT	FOR 2" RAIL SYSTEM	2
7	4" D.I.P. TEE	D.I. FITTING	1
8	2" GUIDE RAIL	SCHED. 40 STAINLESS STEEL PIPE	4
9	S4SD	4" DUAL SEAL SUBMERSIBLE SEWAGE PUMP	2
10	4" MTM SEALING FLANGE		2
11	12" INFLUENT PIPE		1
12	FLOAT MOUNTING BRACKET	STAINLESS STEEL, TO BE SHIPPED LOOSE — CONTRACTOR TO INSTALL IN FIELD	1
13	FLOAT: OFF LEVEL	METROPOLITAN SUBMERSIBLE LEVEL SWITCH	1
14	FLOAT: ONE PUMP ON	METROPOLITAN SUBMERSIBLE LEVEL SWITCH	1
15	FLOAT: TWO PUMPS ON	METROPOLITAN SUBMERSIBLE LEVEL SWITCH	1
16	FLOAT: ALARM LEVEL	METROPOLITAN SUBMERSIBLE LEVEL SWITCH	1
17	SUBMERSIBLE LEVEL TRANSDUCER		1
18	1" ELECTRICAL CONDUIT	BY OTHERS	1
19	2" ELECTRICAL CONDUIT	BY OTHERS	3
20	3" VENT PIPING	BY OTHERS	1
21	ANCHOR	10lbs CAST IRON, WITH STAINLESS STEEL CHAIN FOR LEVEL CONTROL MOUNTING	1
22	CONCRETE FILLET	BY OTHERS, SLOPE 1:1	1

NOTE:

- DRAWINGS WILL BE FORWARDED UPON RECEIPT OF APPROVED SUBMITTALS.
- 2. SOME ITEMS NOT SHOWN FOR CLARITY.
- 3. LIFT STATION TO BE INSTALLED BY AN EXPERIENCED AND QUALIFIED CONTRACTOR.
- 4. ALL CONCRETE WORK IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 5. CONTRACTOR AND OR ENGINEER TO VERIFY ALL DIMENSIONS, ELEVATIONS, PIPING LAYOUT, AND ORIENTATION OF INLET (S), DISCHARGE AND CONDUIT (S).
- 6. ALL PIPING & VALVES ARE TO BE PROVIDED BY CONTRACTOR, UNLESS NOTED OTHERWISE.
- 7. CONDUITS ARE AS FOLLOWS: (1) 2" FOR LEVEL CONTROLS , (1) 2" FOR EACH PUMP POWER\ CORD & (1) 1" FOR TRANSDUCER CABLE.
- 8. CONTRACTOR TO ORDER CONTROL AND POWER CORDS OF SUFFICIENT LENGTH TO REACH CONTROL PANEL FROM POINT OF ORIGIN ON PUMPS WITHOUT SPLICING.
- 9. METROPOLITAN PUMP TO PROVIDE ONLY THE ITEMS SHOWN IN BOLD.

PROJ. MGR.: TTR DRAWN BY: REH 9-29-11 SCALE: N.T.S.

AND RETAIL DEVELOPMENT

ANTIOCH, ILLINOIS

VILLAGE OF

ANTIOCH DAYCARE

STATION

STORMWATER LIFT

ATIAN4 110311

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF METROPOLITAN INDUSTRIES, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF METROPOLITAN INDUSTRIES, INC. IS PROHIBITED.

SCALE: 1:12 DATE BY REVISION DATE BY REVISION DRN. BY: F.U. DATE: 11/23/201 APP. BY:



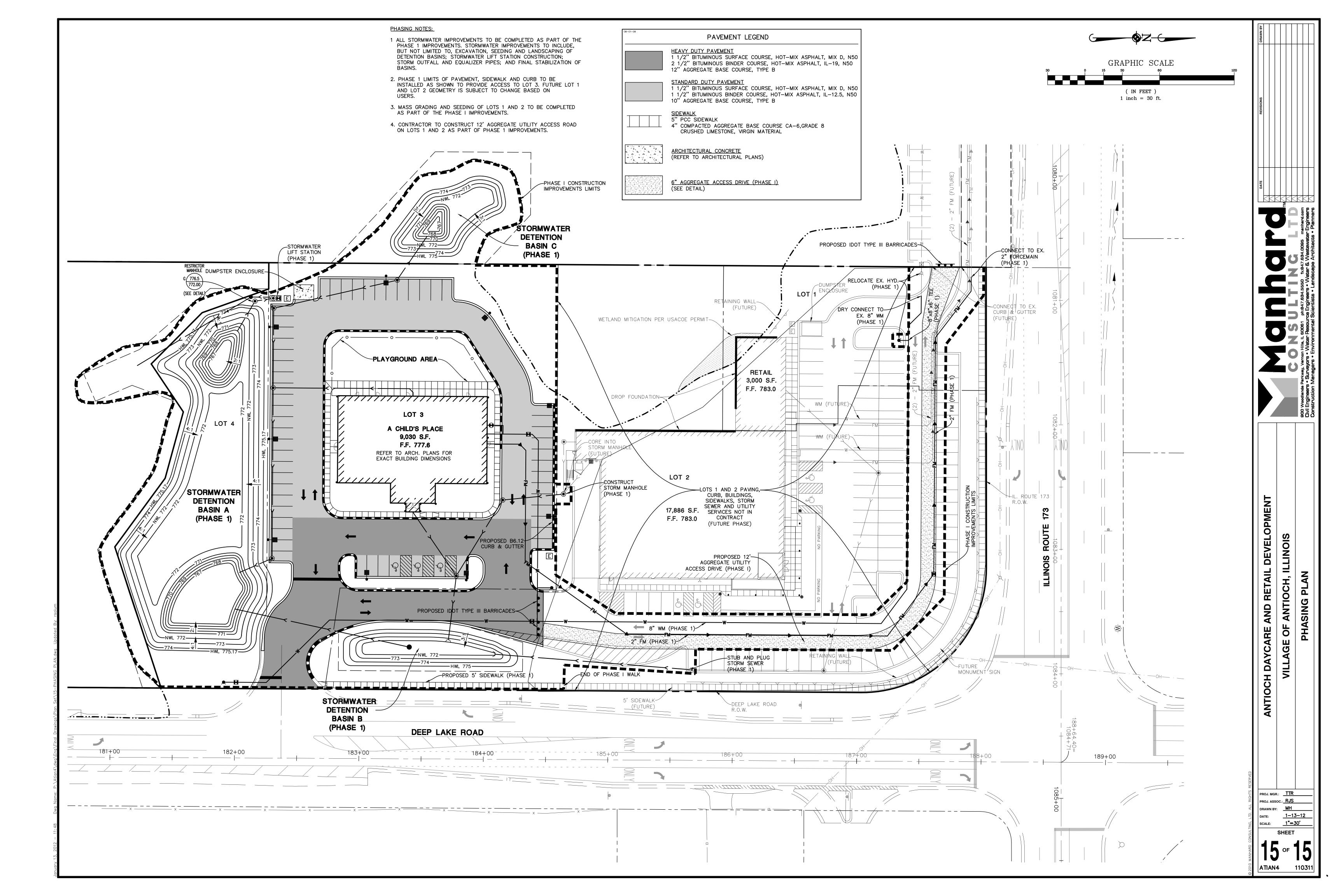
METROPOLITAN INDUSTRIES, INC. 37 FORESTWOOD DR. ROMEOVILLE, ILLINOIS 60446 (815)886-9200 FAX (815)886-4573 PUMPS - CONTROLS - SYSTEMS

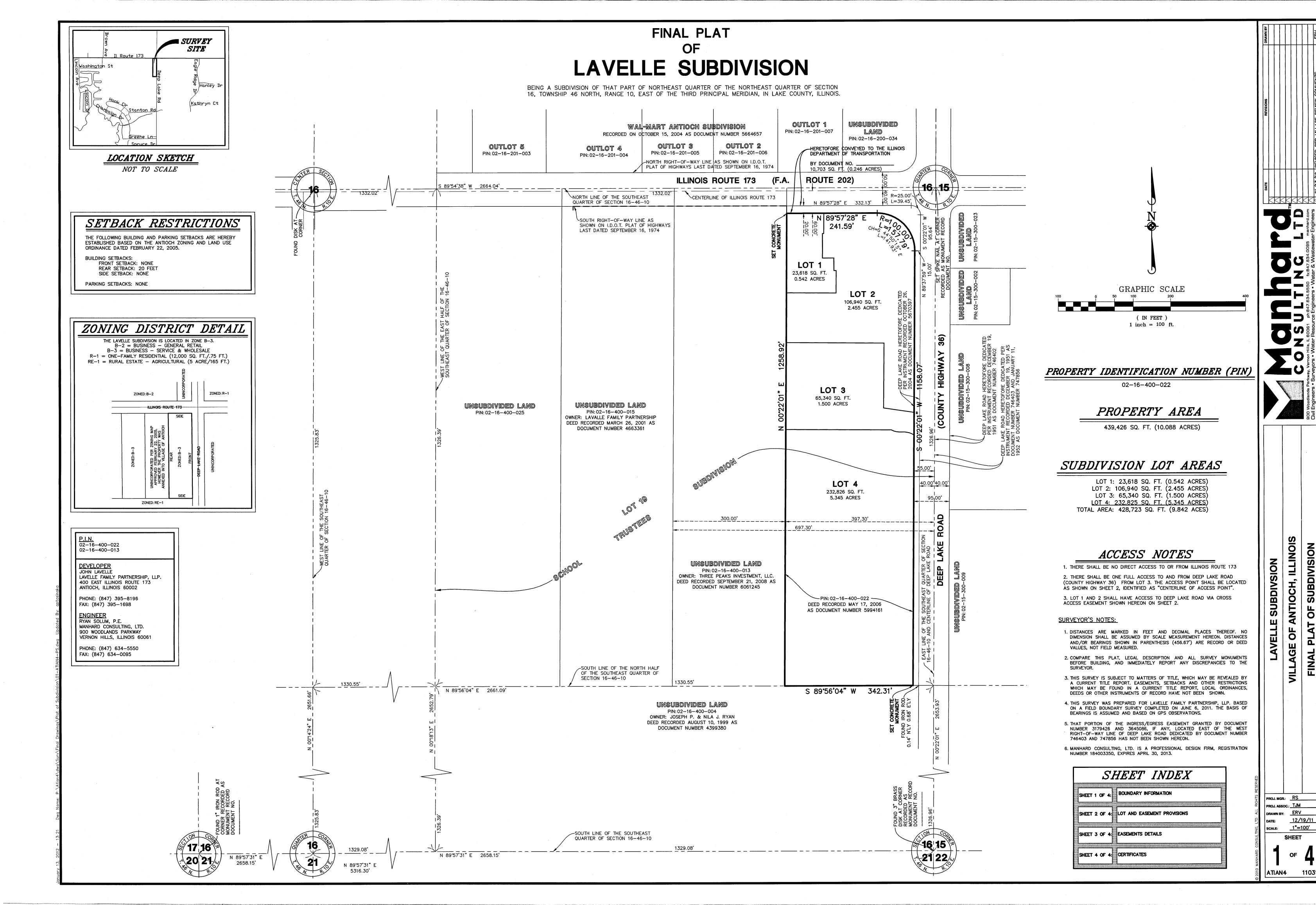
DUPLEX METRO RAIL COMPONENT LIFT STATION w/ MTM LIFTOUT SYSTEM

PROJECT:

STORMWATER LIFT STATION ANTIOCH DAY CARE ANTIOCH, IL

SHEET 1 OF DRN'G INDEX / JOB NO.
11SW151C211-11N

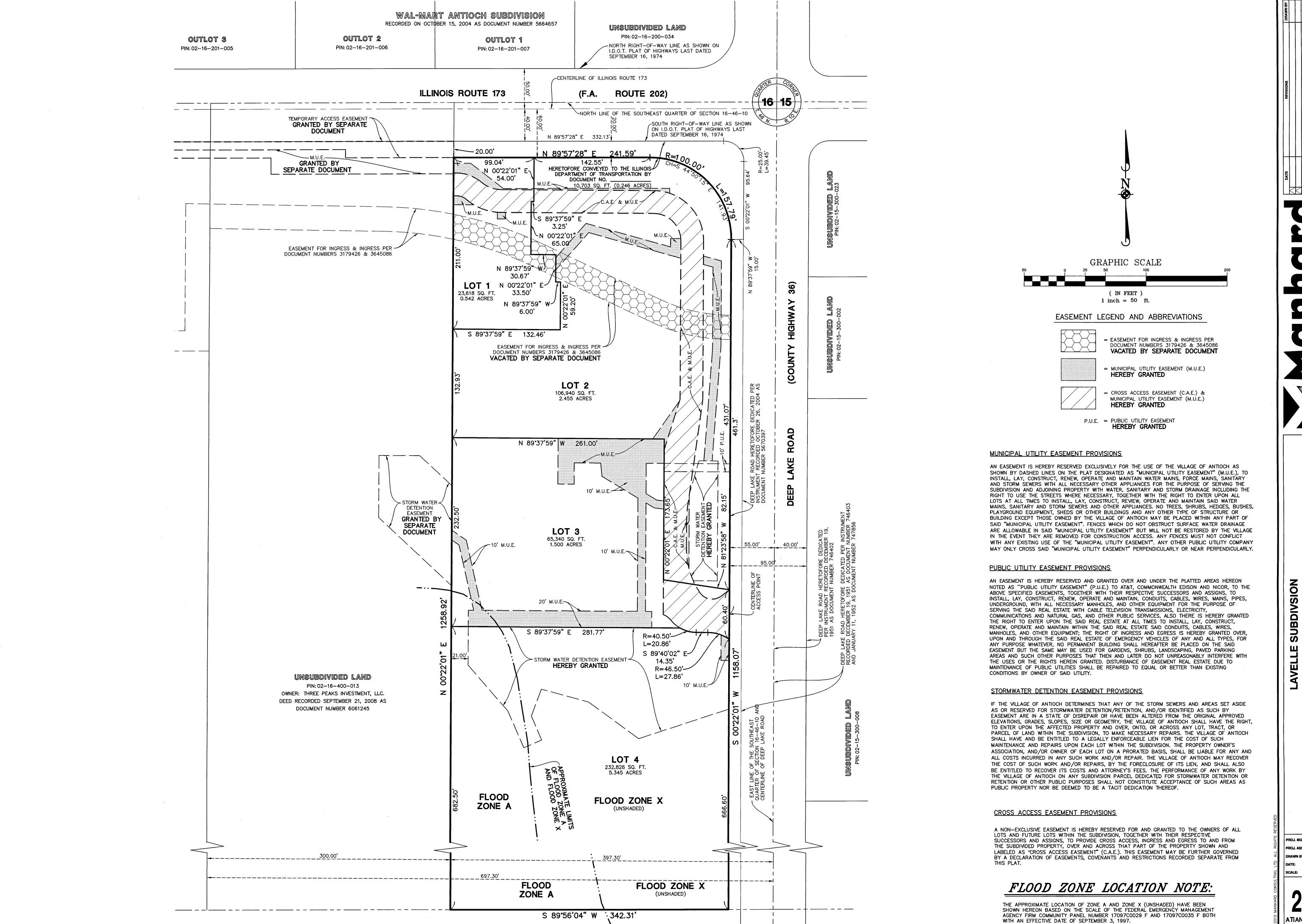




SUBDIVISION

OF

PLAT



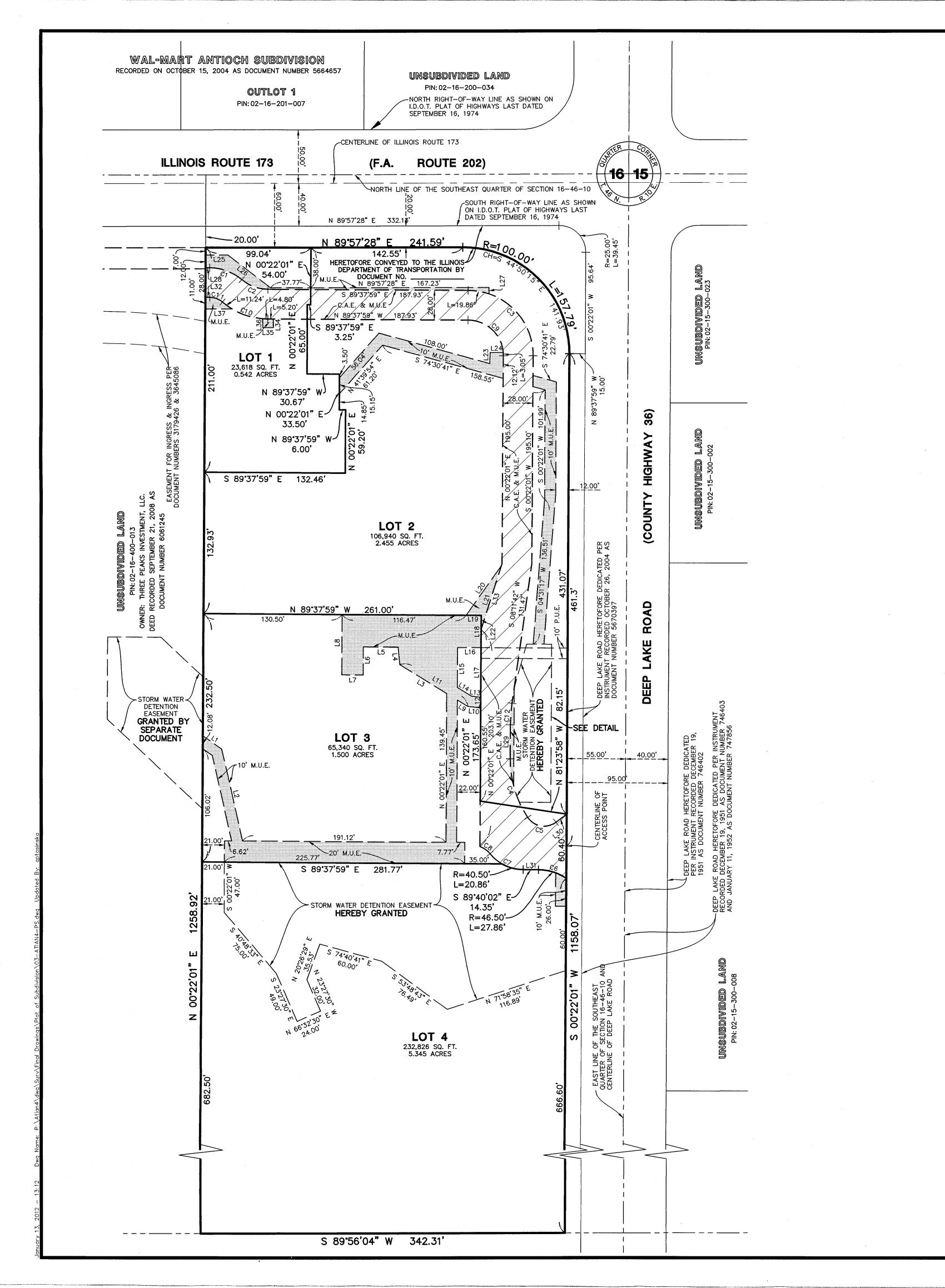
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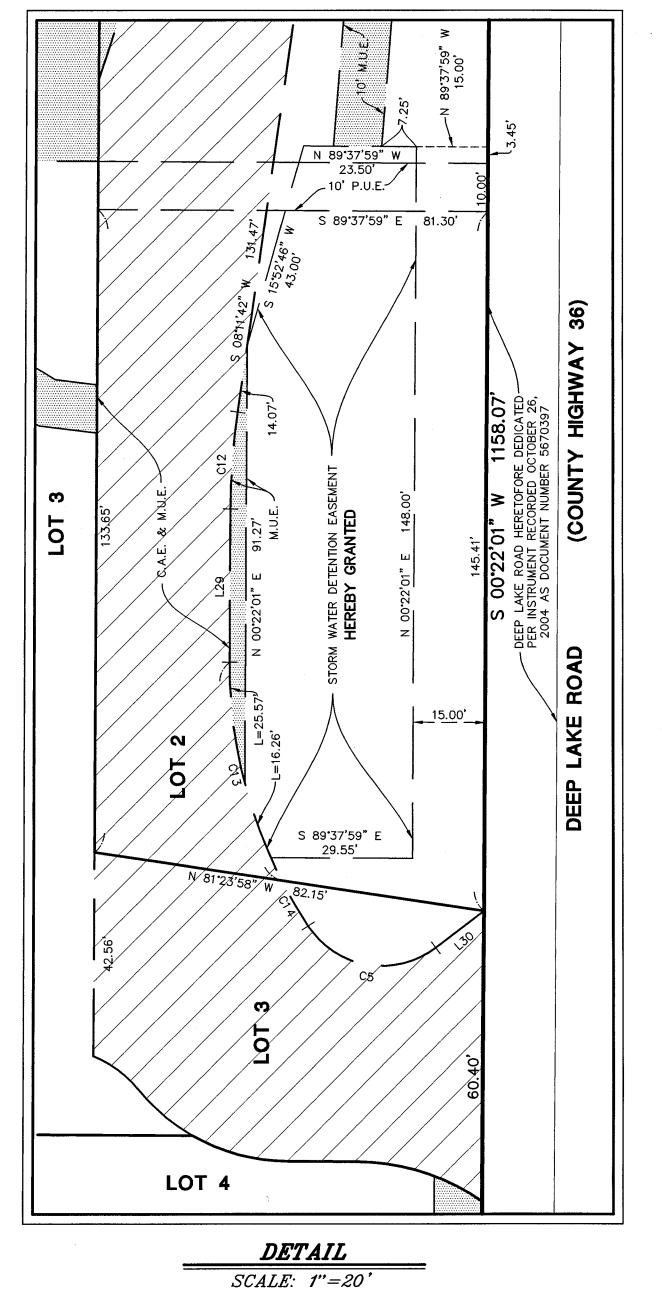
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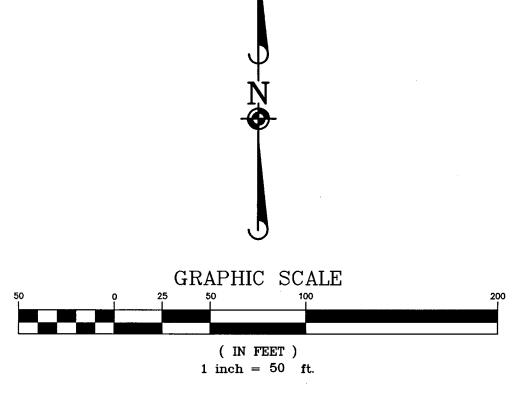
PROJ. MGR.: RS PROJ. ASSOC.: TJM 12/19/11

1"=50' SHEET

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EASEMENT LEGEND AND ABBREVIATIONS



= MUNICIPAL UTILITY EASEMENT (M.U.E.)
HEREBY GRANTED



= CROSS ACCESS EASEMENT (C.A.E.) & MUNICIPAL UTILITY EASEMENT (M.U.E.) HEREBY GRANTED

P.U.E. = PUBLIC UTILITY EASEMENT **HEREBY GRANTED**

		CURVE	TABLE	
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	46.50'	32.91'	N 69°45'50" W	32.23'
C2	38.50'	26.98'	S 69°33'33" E	26.43'
C3	61.50'	96.60'	N 44 ° 37'59" W	86.97
C4	98.50'	58.07	S 16'31'22" E	57.23'
C5	18.50'	30.27	S 80°17'30" E	27.01
C6	46.50'	27.86'	N 72°30'22" W	27. 44'
C7	40.50'	35.78'	S 64°21'36" E	34.63
C8	22.50'	11.72'	N 53°58'25" W	11.59'
C9	33.50'	52.62'	N 44°37'59" W	47.38'
C10	66.50'	46.60'	S 69*33'33" E	45.65
C11	18.47	13.07'	N 69°43'41" W	12.80'
C12	148.50	20.29	S 04°16'52" W	20.27
C13	98.50'	47.11'	S 13°20'04" E	46.66'
C14	98.50'	10.96'	S 3013'27" E	10.96

	LINE TABLE	
LINE	BEARING	LENGTH
L1	S 55*28'39" E	21.60'
L2	S 12'43'52" E	88.28'
L3	N 58*32'12" W	51.65'
L4	N 05°35'31" W	16.46'
L5	N 89*37'59" W	32.56'
L6	S 00°22'01" W	26.25
L7	N 89*37'59" W	20.00'
L8	N 00°22'01" E	56.25
L9	S 58*32'12" E	11.64'
L10	S 82*57'02" E	12.11'
L11	S 58'32'12" E	74.97'
L12	N 00°22'01" E	10.07
L13	N 82*57'02" W	8.78'
L14	N 58*32'12" W	15.51'
L15	N 00°22'01" E	37.40'
L16	S 89*37'59" E	22.00'
L17	S 00°22'01" W	46.43'
L18	N 00°22'01" E	30.00'
L19	N 89°37'59" W	14.03'
L20	N 35*20'48" E	57.32'
L21	S 17*46'26" W	62.95'
L22	N 00°22'01" E	13.10'
L23	N 00°22'01" E	10.40'
L24	S 89'37'59" E	12.44'
L25	N 89*57'28" E	20.82'
L26	S 52°25'41" E	50.79'
L27	S 00°02'32" E	6.08'
L28	N 89*57'28" E	3.73'
L29	S 00°22'01" W	31.82'
L30	N 52*49'44" E	12.64'
L31	N 89°40'02" W	14.35'
L32	S 89*57'28" W	3.95'
L33	N 17'46'26" E	64.48'
L34	S 00°02'32" E	8.00'
L35	S 89°57'28" W	10.00'
L36	N 00°02'32" W	8.24'
L37	N 89*57'28" E	25.15'

LAVELLE SUBDIVSION

VILLAGE OF ANTIOCH, ILLINOIS

FINAL PLAT OF SUBDIVISION

FINAL PLAT OF SUBDIVISION

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DRAWN BY: ERV

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1"=50'

OF

110311

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DATED THIS	S DAY OF	=	, 20	OWNERS NAME AND ADDRESS LAVELLE FAMILY LIMITED PARTNERSHI AN ILLINOIS LIMITED LIABILITY PARTN
BY:				440 E. ROUTE 173 ANTIOCH, ILLINOIS 60002
	PRINTED	NAME AND TITLE		
SCHOOL	DISTRICT BOU	NDARY STATE	<u>MENT</u>	
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COUNTY O	,			
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BY·				OWNERS NAME AND ADDRESS
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A NOTARY

PRINTED NAME

WHO ARE PERSONALLY KNOWN TO ME TO BE THE

STATE OF _____

PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS

SAME WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME

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

INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET

COUNTY OF _

NOTARY PUBLIC

FINAL PLAT LAVELLE SUBDIVISION

BEING A SUBDIVISION OF THAT PART OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

TO THE EST OF OUR KNOWLEDGE AND BELIEF, THE DRAHAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBBINSION OR ANY PART THEREOF, O THAT I SUCH SUPERIOR OF SUCH SUBBINSION OR ANY PART THEREOF, O THAT I SUCH SUPERIOR SUCH SUBBINSION OR ANY PART THEREOF, O THAT I SUCH SUPERIOR SUCH SUBBINSION HAS OR PARAS MAIN THE SUBBINSION THAT	E - GUP PRIVATE CONSTRUCTION OF SUCH SURFACE WATERS WILL D SH THE CONSTRUCTION OF SUCH SURFACE WATERS WILL D SH THE CONSTRUCTION OF SUCH SURFACE WATERS WILL D SH THE CONSTRUCTION OF SUCH SURFACE WATERS INTO PUBLIC ARE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC ARE THE SUBDIVISION THAT THE CONSTRUCTION OF THAT SUCH SURFACE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING STO REDUCE THE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE SUBDIVISION. DAY OF	STATE OF ILLINOIS)				
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COUNTY	CLERK	CERTIFICATE

STATE OF ILLINOIS) COUNTY OF LAKE) _, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ACCOMPANYING PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS, THIS_____, A.D., 20____, COUNTY CLERK LAKE COUNTY, ILLINOIS VILLAGE PLAN COMMISSION CERTIFICATE STATE OF ILLINOIS) COUNTY OF LAKE)

DATED AT ANTIOCH, LAKE COUNTY, ILLINOIS, THIS _____, A.D. 20_____,

THIS IS TO CERTIFY THAT THE PLAN COMMISSION OF THE VILLAGE OF

ANTIOCH, ILLINOIS, HAS REVIEWED AND APPROVED THIS PLAT.

CHAIRMAN PRINTED NAME

SECRETARY

PRINTED NAME

LLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATE

DIANE M. O'KEEFE, P.E. DEPUTY DIRECTOR OF HIGHWAYS, REGION ONE ENGINEER

THERE SHALL BE NO DIRECT ACCESS TO OR FROM ILLINOIS ROUTE 173 FROM THE LAVELLE

COUNTY HIGHWAY CERTIFICATE

COUNTY OF LAKE)

THIS PLAT IS HEREBY APPROVED THIS _____ DAY OF_____, A.D., 20___.
BY THE COUNTY ENGINEER OF LAKE COUNTY PURSUANT TO CHAPTER 765, ACT 205, SECTION 2 ET. SEQ. OF THE ILLINOIS COMPILED STATUTES, AS AMENDED, AS TO ROADWAY ACCESS TO COUNTY HIGHWAY 33 ALSO KNOWN AS DEEP LAKE ROAD.

DIRECT ACCESS EITHER TO OR FROM COUNTY HIGHWAY 36 SHALL BE RESTRICTED AS SHOWN ON THIS PLAT AND SHALL BE SUBJECT TO THE LAKE COUNTY HIGHWAY ACCESS REGULATION ORDINANCE WHICH REQUIRES, IN PART, THAT APPLICATION BE MADE AND AN ACCESS PERMIT BE OBTAINED FROM THE COUNTY ENGINEER OF LAKE COUNTY PRIOR TO ANY ACCESS INSTALLATION.

COUNTY ENGINEER OF LAKE COUNTY

PERMISSION TO RECORD

STATE OF ILLINOIS) COUNTY OF LAKE)

I, TIMOTHY J. MURPHY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2870, HEREBY GRANT PERMISSION TO ANY REPRESENTATIVE OF THE VILLAGE OF ANTIOCH, TO RECORD THIS PLAT ON OR BEFORE DECEMBER 31ST, A.D. 2012. THE REPRESENTATIVE SHALL SHOW PROPER IDENTIFICATION AND PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF SAID PLAT.

DATED THIS 13TH DAY OF JANUARY, A.D. 2012.

Timothy J. Muyly
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2840 LICENSE EXPIRES NOVEMBER 30, 2012



SURVEYORS CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF LAKE)

THIS IS TO DECLARE THAT THE FOLLOWING DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY MANHARD CONSULTING, LTD., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION:

THE EAST 397.3 FEET OF THAT PART LOT 19 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DEDICATED TO THE COUNTY OF LAKE BY INSTRUMENTS RECORDED DECEMBER 19, 1951 AS DOCUMENT NUMBER 746403, JANUARY 11, 1952 AS DOCUMENT NUMBER 747856 AND OCTOBER 26, 2004 AS DOCUMENT NUMBER 5670397, AND ALSO EXCEPTING THE NORTH 40.00 FEET), AND ALSO (EXCEPT THAT PART CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION PER DOCUMENT

NUMBER______) IN LAKE COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 9.842 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY 65 ILCS 5, SECTION 11-12-6.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 17097C0029 F AND 17097C0035 F BOTH WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 1997 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE A AND ZONE X (UNSHADED). ZONE A IS DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH NO BASE FLOOD ELEVATIONS DETERMINED. ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN PER THE FLOOD INSURANCE RATE MAPS. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS STATEMENT DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL

GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF JANUARY, A.D. 2012.

LICENSE EXPIRES NOVEMBER 30, 2012

THIS PROFESSIONAL SERVICES CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184003350-EXPIRES APRIL 30, 2013



PROJ. MGR.: RS DRAWN BY: ERV 12/19/11 N/A

SHEET

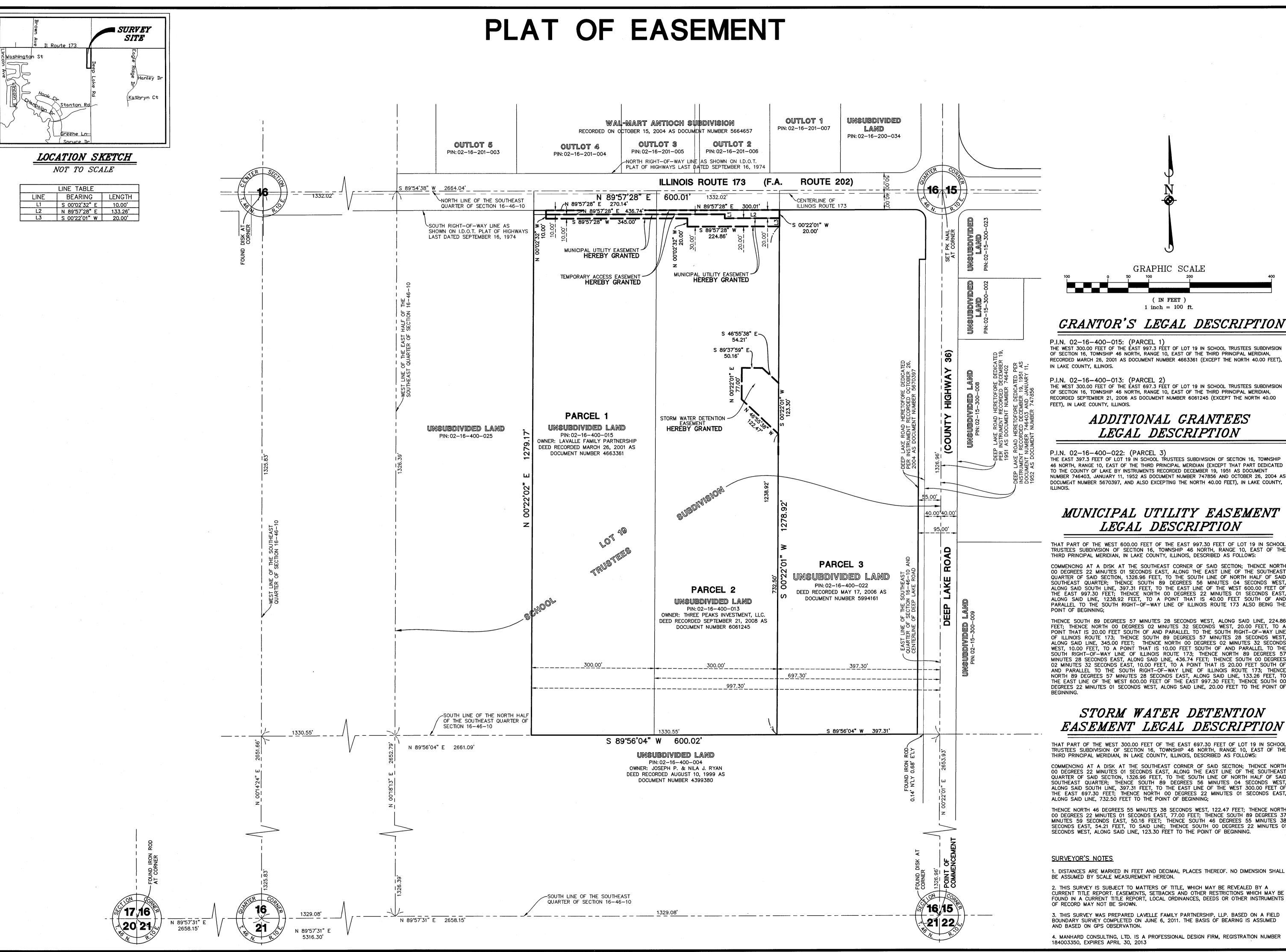
110311

F ANTIOCH, ILLINOIS

OF

SUBDIVSION

LAVELLE



MUNICIPAL UTILITY EASEMENT

LEGAL DESCRIPTION

GRAPHIC SCALE

(IN FEET) 1 inch = 100 ft.

THAT PART OF THE WEST 600.00 FEET OF THE EAST 997.30 FEET OF LOT 19 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A DISK AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 1326.96 FEET, TO THE SOUTH LINE OF NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST, ALONG SAID SOUTH LINE, 397.31 FEET, TO THE EAST LINE OF THE WEST 600.00 FEET OF THE EAST 997.30 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG SAID LINE, 1238.92 FEET, TO A POINT THAT IS 40.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 173 ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, ALONG SAID LINE, 224.86 FEET; THENCE NORTH OO DEGREES O2 MINUTES 32 SECONDS WEST, 20.00 FEET, TO A POINT THAT IS 20.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 173; THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS WEST, ALONG SAID LINE, 345.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 32 SECONDS WEST, 10.00 FEET, TO A POINT THAT IS 10.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 173; THENCE NORTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, ALONG SAID LINE, 436.74 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 32 SECONDS EAST, 10.00 FEET, TO A POINT THAT IS 20.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 173; THENCE NORTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, ALONG SAID LINE, 133.26 FEET, TO THE EAST LINE OF THE WEST 600.00 FEET OF THE EAST 997.30 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 01 SECONDS WEST, ALONG SAID LINE, 20.00 FEET TO THE POINT OF

STORM WATER DETENTION EASEMENT LEGAL DESCRIPTION

THAT PART OF THE WEST 300.00 FEET OF THE EAST 697.30 FEET OF LOT 19 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A DISK AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 1326.96 FEET, TO THE SOUTH LINE OF NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES 04 SECONDS WEST, ALONG SAID SOUTH LINE, 397.31 FEET, TO THE EAST LINE OF THE WEST 300.00 FEET OF THE EAST 697.30 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, ALONG SAID LINE, 732.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 46 DEGREES 55 MINUTES 38 SECONDS WEST, 122.47 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, 77.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 59 SECONDS EAST, 50.16 FEET; THENCE SOUTH 46 DEGREES 55 MINUTES 38 SECONDS EAST, 54.21 FEET, TO SAID LINE; THENCE SOUTH OO DEGREES 22 MINUTES 01 SECONDS WEST, ALONG SAID LINE, 123.30 FEET TO THE POINT OF BEGINNING.

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

2. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.

3. THIS SURVEY WAS PREPARED LAVELLE FAMILY PARTNERSHIP, LLP. BASED ON A FIELD BOUNDARY SURVEY COMPLETED ON JUNE 6, 2011. THE BASIS OF BEARING IS ASSUMED AND BASED ON GPS OBSERVATION.

4. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2013

PROJ. MGR.: RS DRAWN BY: ERV 01/13/12 DATE: 1"=100'

SHEET

110311

ATIAN4

PLAT OF EASEMENT

HEREON AND THAT IT HAS CAUSED THE SAIL HEREBY GRANT EASEMENT AS SHOWN HEREO DATED THIS DAY OF	20		
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BY:		LAVELLE FAMILY LIMITED AN ILLINOIS LIMITED LIABI 440 E. ROUTE 173 ANTIOCH, ILLINOIS 60002	LITY PARTI
NAME:			
NOTARY PUBLIC			
STATE OF ILLINOIS)			
COUNTY OF) SS			
I,, STATE AFORESAID, DO HEREBY CERTIFY THA	A NOTARY PUBLIC IN	AND FOR THE COUNTY AND	
SAME WHOSE NAME IS SUBSCRIBED TO THE THIS DAY IN PERSON AND ACKNOWLEDGED AS A FREE AND VOLUNTARY ACT FOR THE	FOREGOING CERTIFICAT THAT HE DID SIGN AND	DELIVER THIS INSTRUMENT	
GIVEN UNDER MY HAND AND NOTORIAL SEAL	L		
THIS, A.D.,	20		
NOTARY PUBLIC			
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THE UNDERSIGNED, AS MORTGAGEE, UNDER T AND RECORDED COUNTY, ILLINOIS, ON THIS DAY OF	IN THE RECORDER'S OF	FICE OF LAKE,	
THE UNDERSIGNED, AS MORTGAGEE, UNDER T AND RECORDED COUNTY, ILLINOIS, ON THIS DAY OF NUMBER, HEREBY CON	IN THE RECORDER'S OF	FICE OF LAKE,	
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VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)

(STATE OF ILLINOIS)

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MUNICIPAL UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR THE OWNERS OF PARCEL 3 SHOWN HEREON AND FOR THE VILLAGE OF ANTIOCH, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AS SHOWN BY DASHED LINES ON THE PLAT DESIGNATED AS "MUNICIPAL UTILITY EASEMENT" (M.U.E.), TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WATER MAINS, FORCE MAINS, SANITARY AND STORM SEWERS WITH ALL NECESSARY OTHER APPLIANCES FOR THE PURPOSE OF SERVING THE SUBDIVISION AND ADJOINING PROPERTY WITH WATER, SANITARY AND STORM DRAINAGE INCLUDING THE RIGHT TO USE THE STREETS WHERE NECESSARY, TOGETHER WITH THE RIGHT TO ENTER UPON ALL LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, REVIEW, OPERATE AND MAINTAIN SAID WATER MAINS, SANITARY AND STORM SEWERS AND OTHER APPLIANCES. NO TREES, SHRUBS, HEDGES, BUSHES, PLAYGROUND EQUIPMENT, SHEDS OR OTHER BUILDINGS AND ANY OTHER TYPE OF STRUCTURE OR BUILDING EXCEPT THOSE OWNED BY THE VILLAGE OF ANTIOCH MAY BE PLACED WITHIN ANY PART OF SAID "MUNICIPAL UTILITY EASEMENT". FENCES WHICH DO NOT OBSTRUCT SURFACE WATER DRAINAGE ARE ALLOWABLE IN SAID "MUNICIPAL UTILITY EASEMENT" BUT WILL NOT BE RESTORED BY THE VILLAGE IN THE EVENT THEY ARE REMOVED FOR CONSTRUCTION ACCESS. ANY FENCES MUST NOT CONFLICT WITH ANY EXISTING USE OF THE "MUNICIPAL UTILITY EASEMENT". ANY OTHER PUBLIC UTILITY COMPANY MAY ONLY CROSS SAID "MUNICIPAL UTILITY EASEMENT" PERPENDICULARLY OR NEAR PERPENDICULARLY.

STORMWATER DETENTION EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR THE OWNERS OF PARCEL 3 SHOWN HEREON AND FOR THE VILLAGE OF ANTIOCH, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AS SHOWN BY THE DASHED LINES ON THE PLAT DESIGNATED AS STORMWATER DETENTION EASEMENT. IF THE VILLAGE OF ANTIOCH DETERMINES THAT ANY OF THE STORM SEWERS AND AREAS SET ASIDE AS OR RESERVED FOR STORMWATER DETENTION/RETENTION, AND/OR IDENTIFIED AS SUCH BY EASEMENT ARE IN A STATE OF DISREPAIR OR HAVE BEEN ALTERED FROM THE ORIGINAL APPROVED ELEVATIONS, GRADES, SLOPES, SIZE OR GEOMETRY, THE VILLAGE OF ANTIOCH SHALL HAVE THE RIGHT, TO ENTER UPON THE AFFECTED PROPERTY AND OVER, ONTO, OR ACROSS ANY LOT, TRACT, OR PARCEL OF LAND WITHIN THE SUBDIVISION, TO MAKE NECESSARY REPAIRS. THE VILLAGE OF ANTIOCH SHALL HAVE AND BE ENTITLED TO A LEGALLY ENFORCEABLE LIEN FOR THE COST OF SUCH MAINTENANCE AND REPAIRS UPON EACH LOT WITHIN THE SUBDIVISION. THE PROPERTY OWNER'S ASSOCIATION, AND/OR OWNER OF EACH LOT ON A PRORATED BASIS, SHALL BE LIABLE FOR ANY AND ALL COSTS INCURRED IN ANY SUCH WORK AND/OR REPAIR. THE VILLAGE OF ANTIOCH MAY RECOVER THE COST OF SUCH WORK AND/OR REPAIRS, BY THE FORECLOSURE OF ITS LIEN, AND SHALL ALSO BE ENTITLED TO RECOVER ITS COSTS AND ATTORNEY'S FEES. THE PERFORMANCE OF ANY WORK BY THE VILLAGE OF ANTIOCH ON ANY SUBDIVISION PARCEL DEDICATED FOR STORMWATER DETENTION OR RETENTION OR OTHER PUBLIC PURPOSES SHALL NOT CONSTITUTE ACCEPTANCE OF SUCH AREAS AS PUBLIC PROPERTY NOR BE DEEMED TO BE A TACIT DEDICATION THEREOF.

TEMPORARY ACCESS EASEMENT PROVISIONS

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ANTIOCH TO PROVIDE INGRESS AND EGRESS TO AND FROM THE MUNICIPAL UTILITY EASEMENT GRANTED HEREIN, OVER AND ACROSS THAT PART OF THE PROPERTY SHOWN AND LABELED AS "TEMPORARY ACCESS EASEMENT". THIS EASEMENT SHALL REMAIN IN EFFECT UNTIL SUCH TIME THAT THE LAND INCLUDED IN THE TEMPORARY ACCESS EASEMENT IS DEDICATED AND/OR CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION. UPON THE RECORDING OF THE DEDICATION AND/OR CONVEYANCE DOCUMENTS, ANY PORTION OF THIS EASEMENT INCLUDED IN SUCH DEDICATION AND/OR CONVEYANCE SHALL TERMINATE IMMEDIATELY.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF GRANTING EASEMENTS FOR THE PURPOSES SHOWN HEREON, AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF JANUARY, A.D., 2012.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2780
LICENSE EXPIRES: NOVEMBER 30, 2012



DATE REVISIONS DR

CONSULPTION Marter Resource Engineers • Wastewater Engineers • Surveyors • Water Resource Engineers • Wastewater Engineers • Surveyors • S

AVELLE SUBDIVSION
GE OF ANTIOCH, ILLINOIS
PLAT OF EASEMENT

PROJ. MGR.: RS
PROJ. ASSOC.: TJM

DRAWN BY: ERV

DATE: 01/13/12

SCALE: N/A

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