

Q/A for July 18, 2023

| Agenda # | Title | Requestor Responder |
|-----------------|--|----------------------------|
| I.4 | Approve appointments and reappointments to various boards and commissions | |
| Q. | In reviewing the memo for Board reappointments for the Naperville Public Library Board of Trustees, it is listed that Ashfaq Syed is a first term. This would be his second term. Can this be corrected? | Longenbaugh |
| A. | The appointments list should be amended to show Ashfaq Syed is being reappointed for a second term to the Naperville Public Library Board of Trustees. | Schatz |

| | | |
|------------|---|----------------------|
| I.7 | Approve the award of Sole Source Procurement 23-189, PayByPhone Mobile Application, to PayByPhone Technologies, Inc. for an amount not to exceed \$250,000 and for a three-year term | |
| Q. | I was told by Jennifer Louden that with this transition away from permit parking to daily fee that the mobile pay would shift from giving your spot number to listing your license plate number. In addition, the City is looking to allow commuters to reserve their spots ahead of time. Does this contract extension incorporate these changes to the App? If not, why not and will we anticipate an additional cost increase to making these changes? | Bruzan-Taylor |
| A. | The requested contract extension will continue the existing service. The PayByPhone application can be programmed to pay either by space or by license plate number. There would be no charge to change to license plate entry. In preliminary discussions, PayByPhone has indicated that they could provide advanced payment options. Staff will follow up with PayByPhone to get more details on the advanced payment options and if additional fees would apply. | Nair/Hynes |

| | | |
|-------------|---|---------------|
| I.26 | Pass the ordinance approving the Final Plat of Subdivision for Naperville Polo Club Phase 1 - PZC 23-1-037 (Item 2 of 5) | |
| Q. | Documentation attached to the Q/A for the following: Exhibit D (Revised Final Plat – Phase 1) – Certificate language on the final plat was revised to correct some typos in the Stormwater certificate. Exhibit E (D Park District Land Cash Agreement Signed) This is the signed land cash agreement for the Polo Club OAA approved by the Naperville Park District Board at their July 13 meeting. An unsigned copy was previously included in the packet because it was published prior to the Park Board meeting. | Venard |

| | | |
|------------|--|---------------|
| J.2 | Pass the ordinance authorizing the execution of an annexation agreement for the vacant property located at the southwest corner of Diehl Road and Mill Street (Orion/Prosperita) - PZC 22-1-097 (requires six positive votes) (Item 2 of 8) | |
| Q. | The documentation for this agenda item are attached to the Q/A | Venard |

| | | |
|------------|---|---------------------|
| O.1 | Receive the 2nd Quarter Financial Report and 2024 Budget Preview | |
| Q. | The presentation slides for this agenda item are attached to the Q/A. | <i>Munch</i> |

**CITY OF NAPERVILLE
MEMORANDUM**

DATE: June 29, 2023

TO: City Council

FROM: Mayor Scott Wehrli

SUBJECT: Reappointments to the Boards and Commissions

I would like to reappoint and appoint the following individuals to various Boards and Commissions for approval at the July 18, 2023 City Council Meeting.

Building Review Board

Gina Branham
Second Term: 07/18/23 – 05/30/26

Financial Advisory Board

Edward Harvey
Second Term: 7/18/23 – 5/30/26

Human Rights and Fair Housing Commission

James Bergeron
Second Term: 07/18/23 – 05/30/26

Naperville Public Library Board of Trustees

Ashfaq Syed
Second Term: 07/18/23 – 05/30/26

Nick Guo
Second Term: 07/18/23 – 05/30/26

Naper Settlement Museum Board

Lee Quillan
Second Term: 07/18/23 – 05/30/26

Planning and Zoning Commission

Carl Richelia
Second Term: 07/18/23 – 05/30/26

Public Utilities Advisory Board

Michelle Ackmann
Second Term: 07/18/23 – 0-5/30/26

Riverwalk Commission

Jan Erickson

Second Term: 07/18/23 – 05/30/26

SECA Commission

Nancy Chen

Second Term: 07/18/23 – 05/30/26

Sister Cities Commission

Yuquin Wang

Second Term: 07/18/23 – 05/30/26

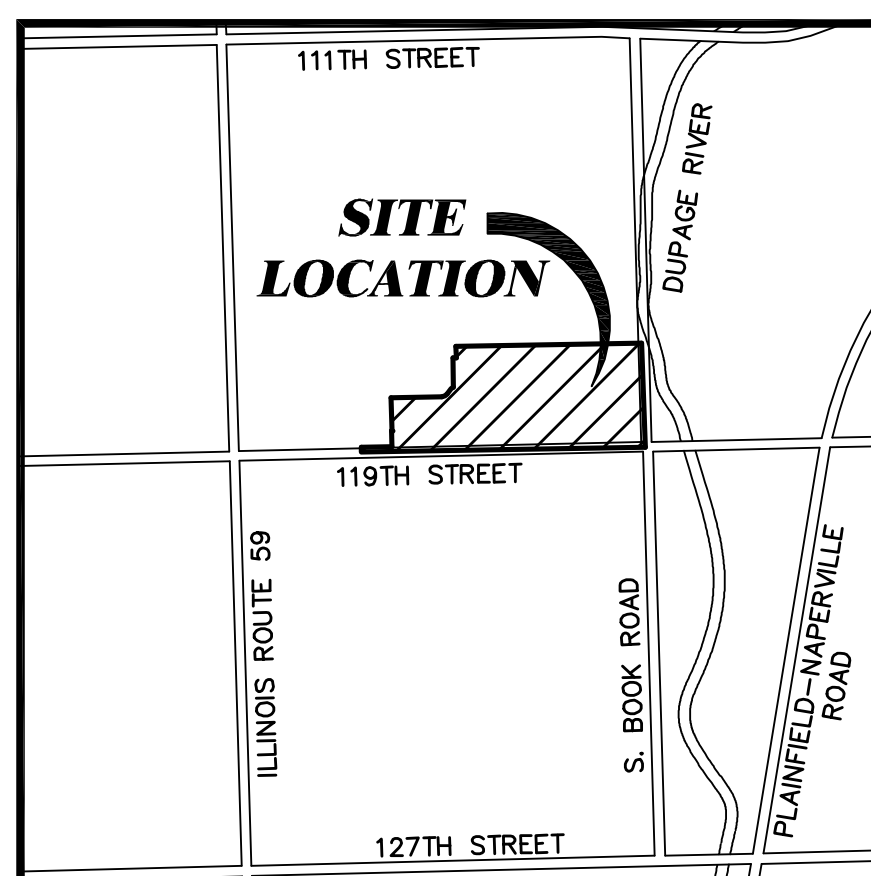
Transportation Advisory Board

Scott Hurley

Second Term: 07/18/23 – 05/30/26

James Webb

Second Term: 07/18/23 – 05/30/26



VICINITY MAP

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED. ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED. ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED. P.U. & D.E. - INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS CONTAINED HEREIN. B.S.L. - BUILDING SETBACK LINE THE MEASURED BEARINGS SHOWN ARE BASED ON THE EAST LINE OF THE SUBJECT SITE BEING S 01°55'21" E. GAP IN LOT & OUTLOT NUMBERING DUE TO THE PREDEFINED LOT NUMBERING WITHIN THE ENTIRE NAPERVILLE POLO CLUB DEVELOPMENT. FIP = FOUND IRON PIPE (ø AS SHOWN) FIR = FOUND IRON ROD (ø AS SHOWN) OUTLOTS A, B, C, G, H, I, J, K, M AND P TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. A BLANKET PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY GRANTED OVER OUTLOTS A, B, C, G, H, I, J, K, L, M AND P. SEE PROVISIONS CONTAINED HEREIN. NOTE REGARDING CITY OF NAPERVILLE REQUIRED LAND-CASH DONATION: THE LAND-CASH AMOUNT DUE FOR THE PROPERTY SHOWN HEREON PURSUANT TO THE LAND-CASH PROVISIONS OF THE NAPERVILLE MUNICIPAL CODE IS TO BE PAID ON A PER PERMIT BASIS PRIOR TO ISSUANCE OF EACH BUILDING PERMIT FOR A RESIDENTIAL UNIT WITHIN THE PLATED AREA PER SECTION 7-3-5.5.2.2 OF THE NAPERVILLE MUNICIPAL CODE. NO CREDIT SHALL BE GIVEN FOR ANY EXISTING STRUCTURE.

FINAL PLAT OF SUBDIVISION FOR NAPERVILLE POLO CLUB PHASE 1

PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

NOTE: KEYMAP FOR BOUNDARY AND PAGE INDEX ONLY. SEE FOLLOWING SHEETS FOR PARTICULARS.

LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- NAPERVILLE MUNICIPAL BOUNDARY LINE (Hatched Line)
- SET CONCRETE MONUMENT

TOTAL AREA OF RIGHT OF WAY DEDICATED 23.485 ACRES (More or Less)

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO: NAME: NAPERVILLE CITY CLERK ADDRESS: 400 S. EAGLE STREET NAPERVILLE, IL 60540

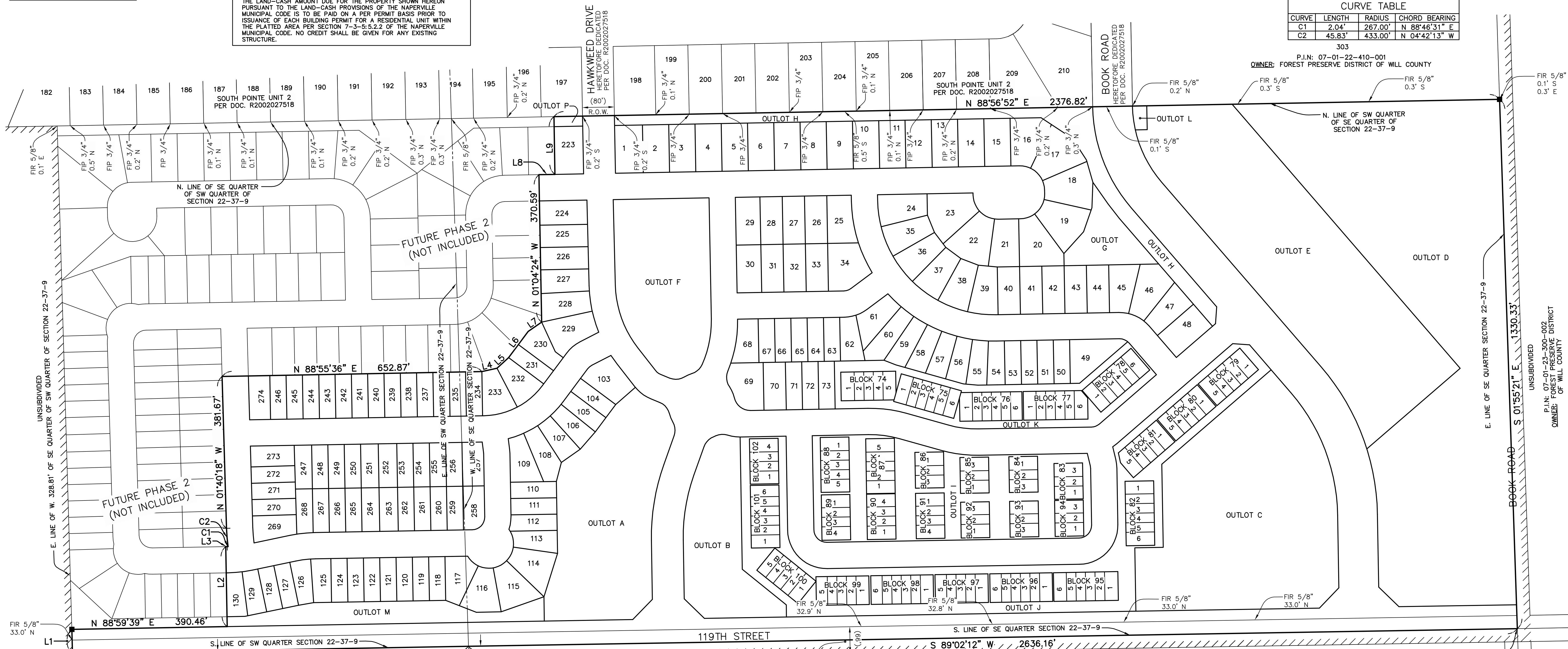
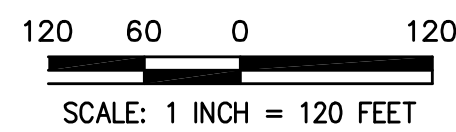
TOTAL AREA OF SUBDIVISION 87.302 ACRES (MORE OR LESS)

LINE TABLE

| LINE | BEARING | LENGTH |
|------|---------------|---------|
| L1 | N 01°40'18" W | 60.00' |
| L2 | N 01°00'21" W | 201.00' |
| L3 | N 89°59'39" E | 3.61' |
| L4 | N 77°15'32" E | 39.03' |
| L5 | N 47°47'16" E | 39.48' |
| L6 | N 36°44'36" E | 82.00' |
| L7 | N 55°35'27" E | 41.28' |
| L8 | N 88°56'52" E | 40.28' |
| L9 | N 01°03'08" W | 145.00' |

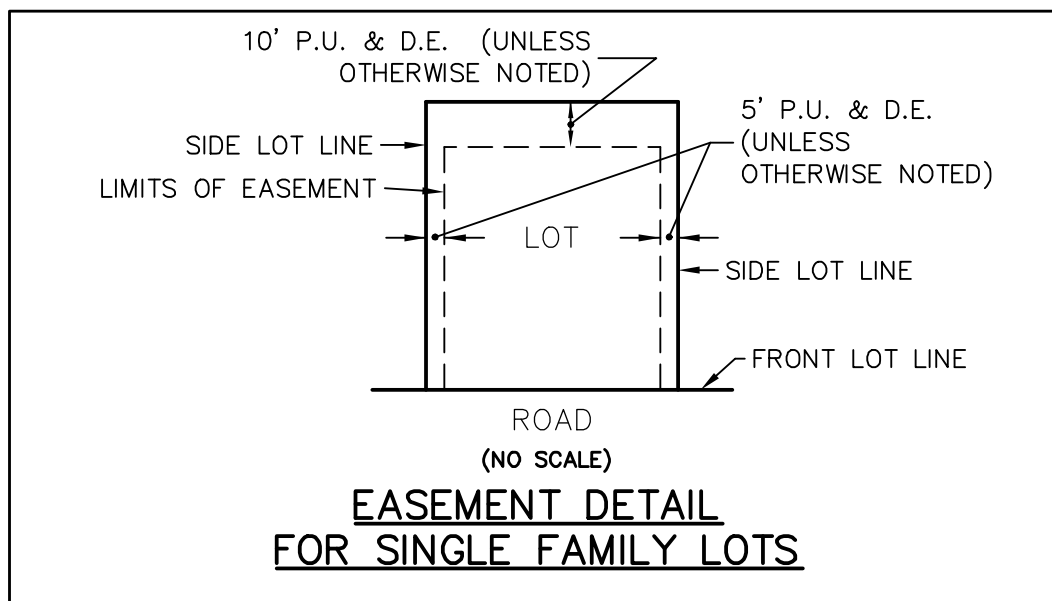
CURVE TABLE

| CURVE | LENGTH | RADIUS | CHORD BEARING |
|-------|--------|---------|---------------|
| C1 | 2.04' | 267.00' | N 88°46'31" E |
| C2 | 45.83' | 433.00' | N 04°42'13" W |



UNSUBDIVIDED P.I.N: 07-01-27-410-001 OWNER: FOREST PRESERVE DISTRICT OF WILL COUNTY

SE CORNER OF SECTION 22-37-9 FOUND IRON ROD PER MONUMENT RECORD R2010-051625



PREPARED FOR: PULTE HOME COMPANY, LLC 1900 E. SCHAUMBURG ROAD, SUITE 300 SCHAUMBURG, IL 60173 (847) 230-2592

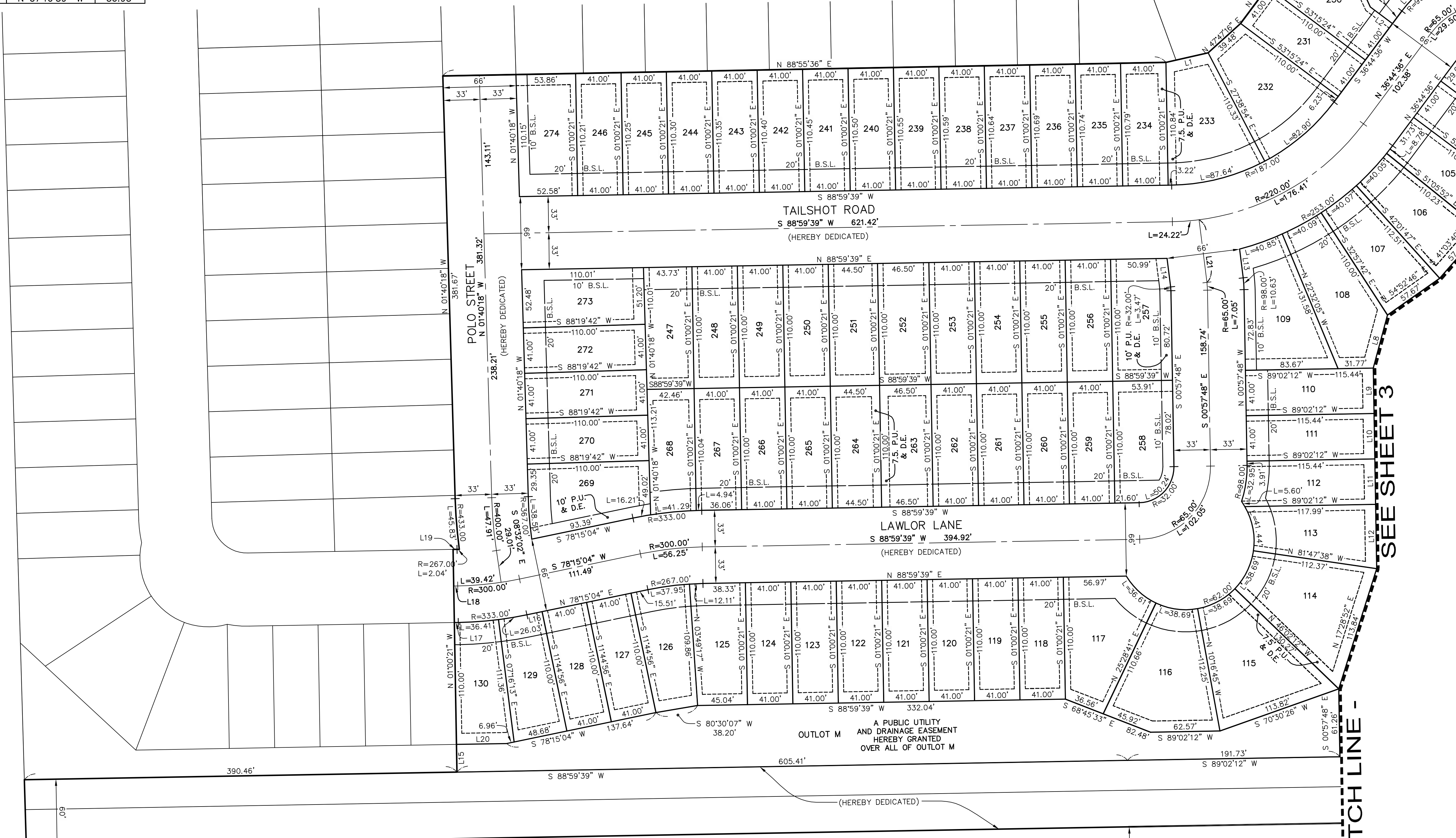
PREPARED BY: CEMCON, Ltd. Consulting Engineers, Land Surveyors & Planners 2280 White Oak Circle, Suite 100 Aurora, Illinois 60502-9875 PH: 630.862.2100 FAX: 630.862.2199 E-Mail: cadd@cemcon.com Website: www.cemcon.com

DRAWING PATH: P:\AZ2151\WORK\SURVEY\DRAWINGS\PLATS\SUBPLAT-1.DWG PLOT FILE CREATED: 7/12/2023 BY: TONY BILIS




50 25 0 50
SCALE: 1 INCH = 50 FEET

| LINE | BEARING | LENGTH |
|------|---------------|--------|
| L1 | N 77°15'32" E | 39.03' |
| L2 | N 53°15'24" W | 25.00' |
| L3 | N 62°44'34" E | 84.64' |
| L4 | S 37°59'43" E | 72.25' |
| L5 | S 48°48'35" W | 65.71' |
| L6 | S 36°44'36" W | 41.00' |
| L7 | S 36°44'36" W | 44.65' |
| L8 | S 14°59'58" W | 49.56' |
| L9 | S 00°57'48" W | 41.00' |
| L10 | S 00°57'48" W | 41.00' |
| L11 | S 00°57'48" W | 41.00' |
| L12 | S 00°57'48" W | 57.96' |
| L13 | N 07°10'39" W | 26.16' |
| L14 | S 07°10'39" E | 25.97' |
| L15 | N 01°00'21" W | 25.00' |
| L16 | N 78°15'04" E | 13.98' |
| L17 | N 88°59'39" E | 3.61' |
| L18 | N 88°59'39" E | 3.61' |
| L19 | N 88°59'39" E | 3.61' |
| L20 | S 88°59'39" W | 45.27' |
| L21 | N 07°10'39" W | 56.93' |



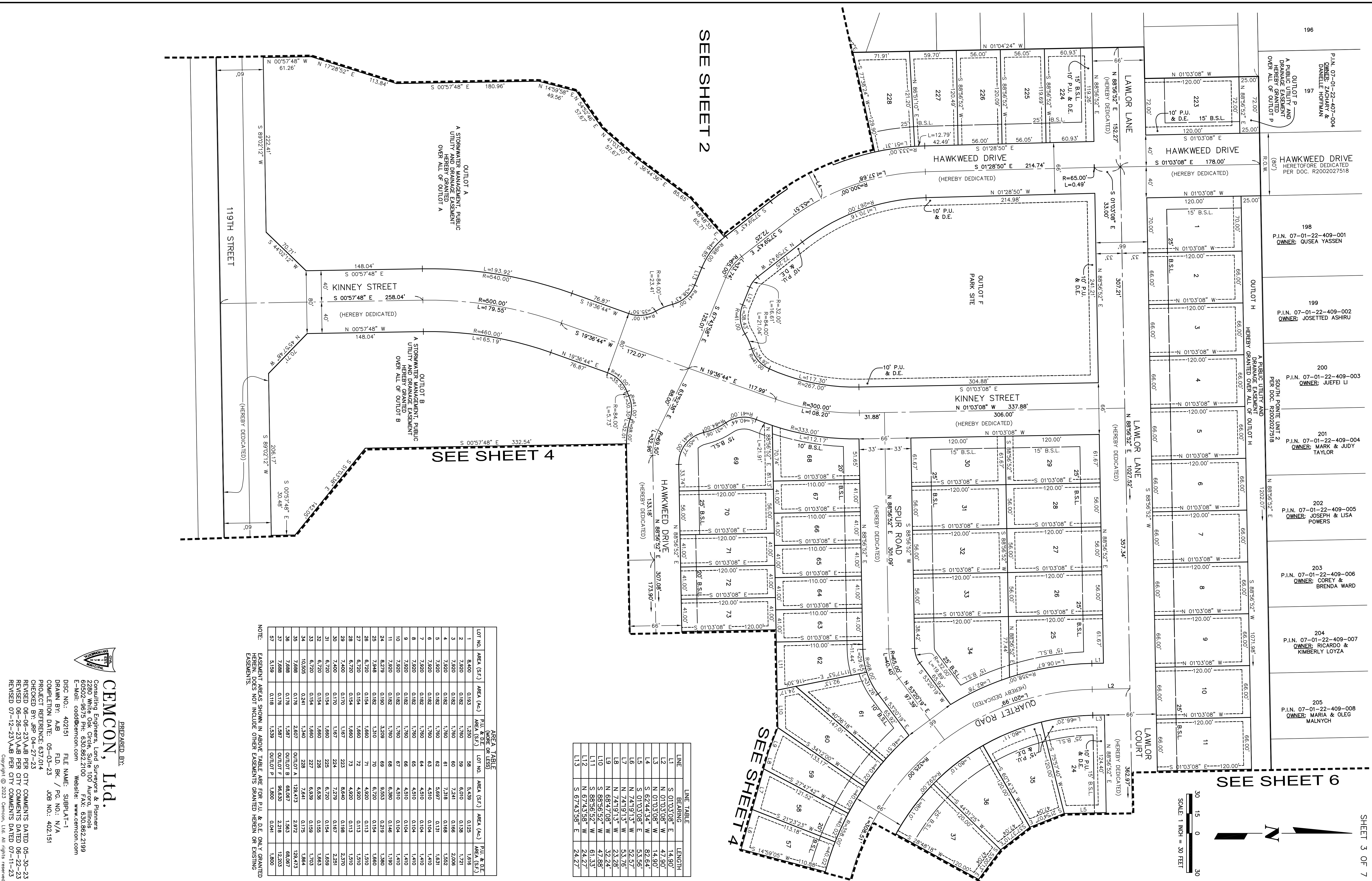
| LOT NO. | AREA TABLE (MORE OR LESS) | | | LOT NO. | AREA TABLE (MORE OR LESS) | | |
|---------|---------------------------|------------|-------------------------|----------|---------------------------|------------|-------------------------|
| | AREA (S.F.) | AREA (Ac.) | P.U. & D.E. AREA (S.F.) | | AREA (S.F.) | AREA (Ac.) | P.U. & D.E. AREA (S.F.) |
| 103 | 8,801 | 0.202 | 2,093 | 239 | 4,533 | 0.104 | 1,416 |
| 104 | 4,510 | 0.104 | 1,410 | 240 | 4,531 | 0.104 | 1,415 |
| 105 | 4,684 | 0.108 | 1,445 | 241 | 4,529 | 0.104 | 1,415 |
| 106 | 5,399 | 0.124 | 1,580 | 242 | 4,527 | 0.104 | 1,414 |
| 107 | 5,394 | 0.124 | 1,579 | 243 | 4,525 | 0.104 | 1,414 |
| 108 | 6,863 | 0.158 | 1,906 | 244 | 4,523 | 0.104 | 1,413 |
| 109 | 7,104 | 0.163 | 1,916 | 245 | 4,521 | 0.104 | 1,413 |
| 110 | 4,733 | 0.109 | 1,464 | 246 | 4,519 | 0.104 | 1,412 |
| 111 | 4,733 | 0.109 | 1,464 | 247 | 4,740 | 0.109 | 1,425 |
| 112 | 4,810 | 0.110 | 1,485 | 248 | 4,510 | 0.104 | 1,410 |
| 113 | 5,485 | 0.126 | 1,615 | 249 | 4,510 | 0.104 | 1,410 |
| 114 | 8,596 | 0.197 | 2,495 | 250 | 4,510 | 0.104 | 1,410 |
| 115 | 8,589 | 0.197 | 2,494 | 251 | 4,895 | 0.112 | 1,445 |
| 116 | 8,134 | 0.187 | 2,065 | 252 | 5,115 | 0.117 | 1,465 |
| 117 | 7,234 | 0.166 | 1,395 | 253 | 4,510 | 0.104 | 1,410 |
| 118 | 4,510 | 0.104 | 1,410 | 254 | 4,510 | 0.104 | 1,410 |
| 119 | 4,510 | 0.104 | 1,410 | 255 | 4,510 | 0.104 | 1,410 |
| 120 | 4,510 | 0.104 | 1,410 | 256 | 4,510 | 0.104 | 1,410 |
| 121 | 4,510 | 0.104 | 1,410 | 257 | 5,893 | 0.135 | 2,041 |
| 122 | 4,510 | 0.104 | 1,410 | 258 | 5,706 | 0.131 | 1,039 |
| 123 | 4,510 | 0.104 | 1,410 | 259 | 4,510 | 0.104 | 1,410 |
| 124 | 4,510 | 0.104 | 1,410 | 260 | 4,510 | 0.104 | 1,410 |
| 125 | 5,251 | 0.121 | 1,453 | 261 | 4,510 | 0.104 | 1,410 |
| 126 | 5,059 | 0.116 | 1,390 | 262 | 4,510 | 0.104 | 1,410 |
| 127 | 4,510 | 0.104 | 1,410 | 263 | 5,115 | 0.117 | 1,715 |
| 128 | 4,510 | 0.104 | 1,410 | 264 | 4,895 | 0.112 | 1,695 |
| 129 | 4,890 | 0.112 | 1,489 | 265 | 4,510 | 0.104 | 1,410 |
| 130 | 5,102 | 0.117 | 1,524 | 266 | 4,510 | 0.104 | 1,410 |
| 131 | 9,165 | 0.210 | 3,213 | 267 | 4,510 | 0.104 | 1,410 |
| 132 | 6,170 | 0.142 | 1,784 | 268 | 4,649 | 0.107 | 1,439 |
| 133 | 4,510 | 0.104 | 1,410 | 269 | 6,399 | 0.147 | 1,987 |
| 134 | 7,170 | 0.165 | 1,422 | 270 | 4,510 | 0.104 | 1,410 |
| 135 | 7,269 | 0.167 | 1,678 | 271 | 4,510 | 0.104 | 1,410 |
| 136 | 4,543 | 0.104 | 1,670 | 272 | 4,510 | 0.104 | 1,410 |
| 137 | 4,541 | 0.104 | 1,418 | 273 | 5,702 | 0.131 | 1,013 |
| 138 | 4,539 | 0.104 | 1,418 | 274 | 5,864 | 0.135 | 1,039 |
| 139 | 4,537 | 0.104 | 1,417 | OUTLOT M | 36,296 | 0.833 | 36,296 |
| 140 | 4,535 | 0.104 | 1,417 | | | | |

NOTE: EASEMENT AREAS SHOWN IN ABOVE TABLE ARE FOR P.U. & D.E. ONLY GRANTED HEREIN. DOES NOT INCLUDE OTHER EASEMENTS GRANTED HEREIN OR EXISTING EASEMENTS.

PREPARED BY:

CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100 Aurora, Illinois
 630-967-2100 FAX: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 402151 FILE NAME: SUBPLAT-1
 DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
 COMPLETION DATE: 05-03-23 JOB NO.: 402.151
 PROJECT REFERENCE: 637.014
 CHECKED BY: JRP 04-27-23
 REVISED 06-06-23\AJB PER CITY COMMENTS DATED 05-30-23
 REVISED 06-26-23\AJB PER CITY COMMENTS DATED 06-22-23
 REVISED 07-12-23\AJB PER CITY COMMENTS DATED 07-11-23
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DRAWING PATH: P:\AZ2151\DWG\SURVEY\DRAWINGS\PLATS\SUBPLAT-1.DWG
PLOT FILE CREATED: 7/12/2023 BY: TONY BILIS



SEE SHEET 2

SEE SHEET 4

SEE SHEET 6

LINE TABLE

| LINE | BEARING | LENGTH |
|------|---------------|--------|
| L1 | S 01°03'08" E | 14.90' |
| L2 | N 01°03'08" W | 47.90' |
| L3 | N 01°03'08" W | 14.90' |
| L4 | S 62°44'34" W | 82.64' |
| L5 | S 01°03'08" E | 53.56' |
| L6 | N 74°19'13" W | 53.76' |
| L7 | N 74°19'13" W | 23.24' |
| L8 | N 68°47'08" W | 32.24' |
| L9 | S 88°56'52" W | 47.88' |
| L10 | S 88°56'52" W | 61.33' |
| L11 | S 88°56'52" W | 24.27' |
| L12 | N 67°43'58" E | 24.27' |
| L13 | S 67°43'58" E | 24.27' |

AREA TABLE

| LOT NO. | AREA (S.F.) | AREA (Ac.) | P.U. & D.E. AREA (S.F.) | AREA (Ac.) | P.U. & D.E. AREA (S.F.) | AREA (Ac.) |
|---------|-------------|------------|-------------------------|------------|-------------------------|------------|
| 1 | 8,400 | 0.193 | 1,250 | 0.028 | 1,618 | 0.037 |
| 2 | 7,920 | 0.182 | 1,760 | 0.039 | 1,721 | 0.039 |
| 3 | 7,920 | 0.182 | 1,760 | 0.039 | 2,006 | 0.046 |
| 4 | 7,920 | 0.182 | 1,760 | 0.039 | 1,552 | 0.035 |
| 5 | 7,920 | 0.182 | 1,760 | 0.039 | 1,631 | 0.037 |
| 6 | 7,920 | 0.182 | 1,760 | 0.039 | 1,410 | 0.032 |
| 7 | 7,920 | 0.182 | 1,760 | 0.039 | 1,410 | 0.032 |
| 8 | 7,920 | 0.182 | 1,760 | 0.039 | 1,410 | 0.032 |
| 9 | 7,920 | 0.182 | 1,760 | 0.039 | 1,410 | 0.032 |
| 10 | 7,920 | 0.182 | 1,760 | 0.039 | 1,410 | 0.032 |
| 11 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 12 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 13 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 14 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 15 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 16 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 17 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 18 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 19 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 20 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 21 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 22 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 23 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 24 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 25 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 26 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 27 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 28 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 29 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 30 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 31 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 32 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 33 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 34 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 35 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 36 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 37 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 38 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 39 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 40 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 41 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 42 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 43 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 44 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 45 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 46 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 47 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 48 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 49 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 50 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 51 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 52 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 53 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 54 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 55 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 56 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 57 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 58 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 59 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 60 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 61 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 62 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 63 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 64 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 65 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 66 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 67 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 68 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 69 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 70 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 71 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 72 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 73 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 74 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 75 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 76 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 77 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 78 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 79 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 80 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 81 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 82 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 83 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 84 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 85 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 86 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 87 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 88 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 89 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 90 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 91 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 92 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 93 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 94 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 95 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 96 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 97 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 98 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 99 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |
| 100 | 7,920 | 0.182 | 1,760 | 0.039 | 1,190 | 0.027 |

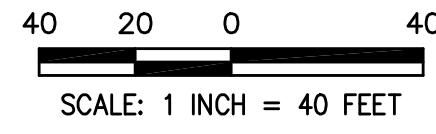
NOTE: EASEMENT AREAS SHOWN IN ABOVE TABLE ARE FOR P.U. & D.E. ONLY GRANTED HEREIN DOES NOT INCLUDE OTHER EASEMENTS GRANTED HEREIN OR EXISTING EASEMENTS.

PREPARED BY:
CEMCON, Ltd.
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 60502-9673 Ph: 630.862.2100 Fax: 630.862.2199
 E-Mail: cee@cemcon.com Website: www.cemcon.com

DISC NO.: 402151 FILE NAME: SUBPLAT-1
 DRAWN BY: AUB FLD. BK. / PG. NO.: N/A
 PROJECT REFERENCE: 05-03-23 JOB NO.: 402151
 CHECKED BY: JRP 04-27-23
 REVISED 06-06-23 VAB PER CITY COMMENTS DATED 05-30-23
 REVISED 06-26-23 VAB PER CITY COMMENTS DATED 06-22-23
 REVISED 07-12-23 VAB PER CITY COMMENTS DATED 07-11-23

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| LINE | BEARING | LENGTH |
|------|---------------|---------|
| L1 | S 13°33'33" E | 31.97' |
| L2 | N 13°33'33" W | 33.06' |
| L3 | N 13°33'33" W | 14.83' |
| L4 | S 85°48'59" E | 42.43' |
| L5 | S 40°48'59" E | 24.66' |
| L6 | S 40°48'59" E | 104.62' |
| L7 | S 89°02'12" W | 71.27' |
| L8 | N 00°57'48" W | 30.48' |



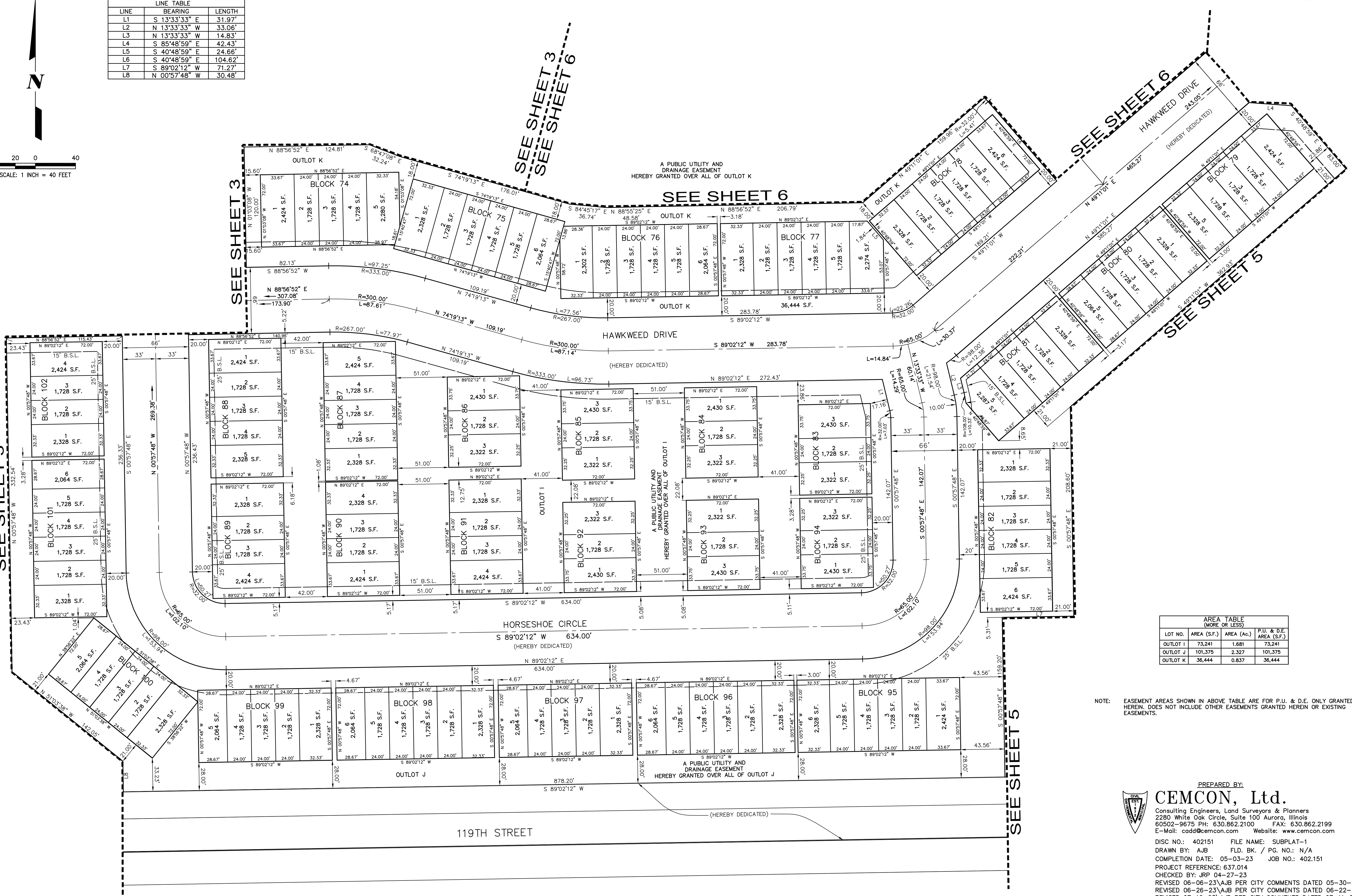
SEE SHEET 3

SEE SHEET 3
SEE SHEET 6

SEE SHEET 6

SEE SHEET 5

SEE SHEET 5



| AREA TABLE (MORE OR LESS) | | | |
|------------------------------|-------------|------------|-------------------------|
| LOT NO. | AREA (S.F.) | AREA (Ac.) | P.U. & D.E. AREA (S.F.) |
| OUTLOT I | 73,241 | 1.681 | 73,241 |
| OUTLOT J | 101,375 | 2.327 | 101,375 |
| OUTLOT K | 36,444 | 0.837 | 36,444 |

NOTE: EASEMENT AREAS SHOWN IN ABOVE TABLE ARE FOR P.U. & D.E. ONLY GRANTED HEREIN. DOES NOT INCLUDE OTHER EASEMENTS GRANTED HEREIN OR EXISTING EASEMENTS.



PREPARED BY:
CEMCON, Ltd.

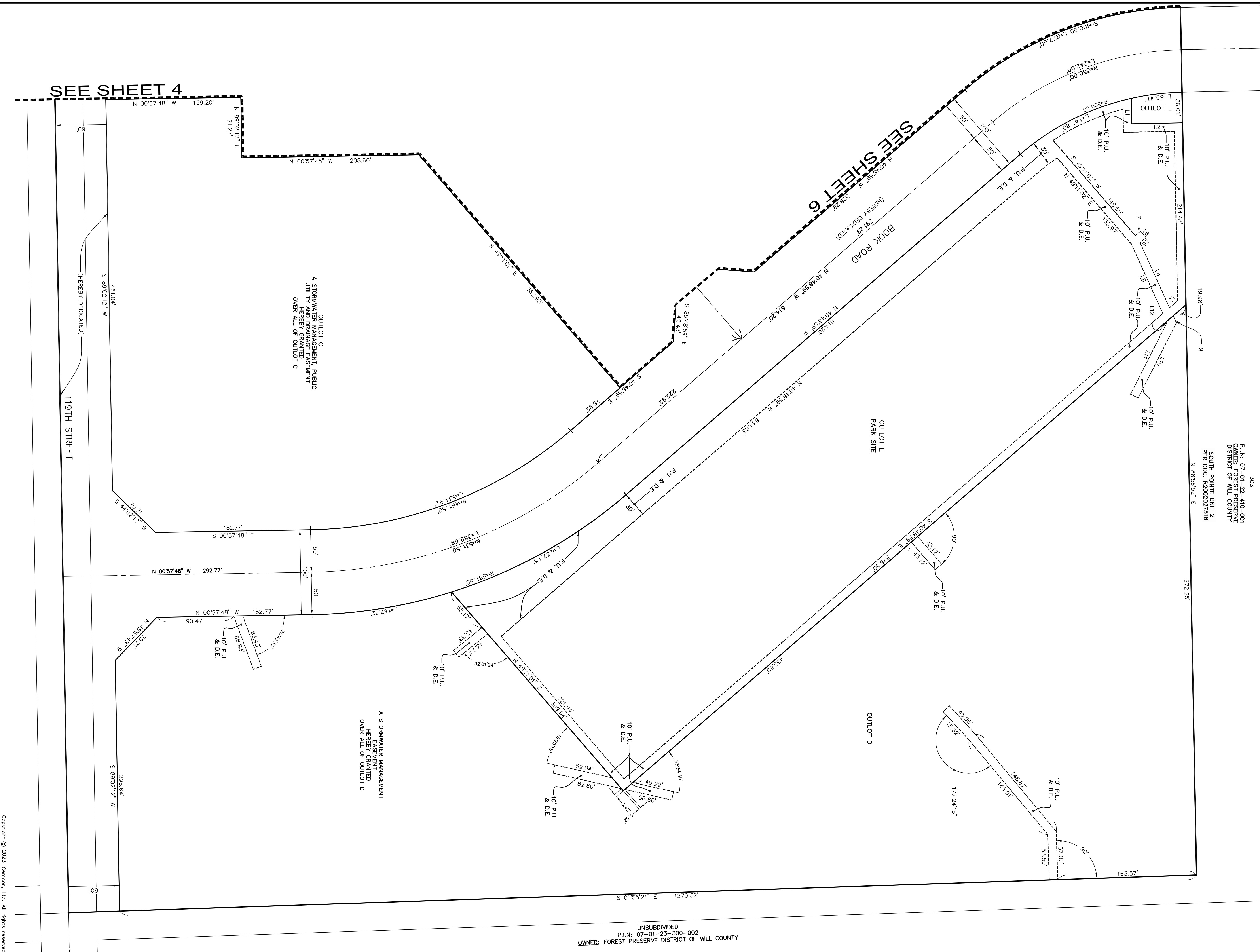
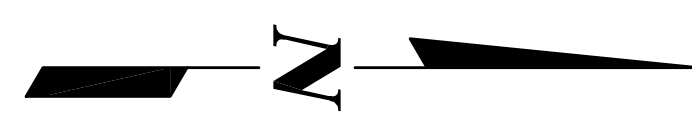
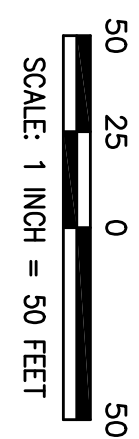
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 402151 FILE NAME: SUBPLAT-1
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 05-03-23 JOB NO.: 402151
PROJECT REFERENCE: 637.014
CHECKED BY: JRP 04-27-23
REVISED 06-06-23\AJB PER CITY COMMENTS DATED 05-30-23
REVISED 06-26-23\AJB PER CITY COMMENTS DATED 06-22-23
REVISED 07-12-23\AJB PER CITY COMMENTS DATED 07-11-23
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| LINE | BEARING | LENGTH |
|------|---------------|--------|
| L1 | S 88°56'52" W | 29.95' |
| L2 | S 01°03'08" E | 60.00' |
| L3 | S 40°48'59" E | 12.33' |
| L4 | S 65°38'16" W | 84.05' |
| L5 | N 40°48'58" W | 9.39' |
| L6 | S 49°11'02" W | 10.00' |
| L7 | S 40°48'58" E | 8.13' |
| L8 | N 65°38'16" E | 90.02' |
| L9 | N 65°38'16" E | 9.09' |
| L10 | S 63°03'06" E | 99.43' |
| L11 | N 63°03'06" W | 94.65' |
| L12 | S 65°38'16" W | 1.34' |

| AREA TABLE | | AREA TABLE | |
|------------|----------------|------------|----------------------------|
| LOT NO. | AREA (SQ. AC.) | AREA (AC.) | P.U. & D.E. AREA (SQ. FT.) |
| OUTLOT C | 222.749 | 5.114 | 222.749 |
| OUTLOT D | 451.844 | 10.373 | 6,304 |
| OUTLOT E | 253.482 | 5.819 | 47.375 |
| OUTLOT L | 2.040 | 0.047 | 2.040 |

NOTE: EASEMENT AREAS SHOWN IN ABOVE TABLE ARE FOR P.U. & D.E. ONLY. OTHER EASEMENTS GRANTED HEREIN OR EXISTING EASEMENTS.

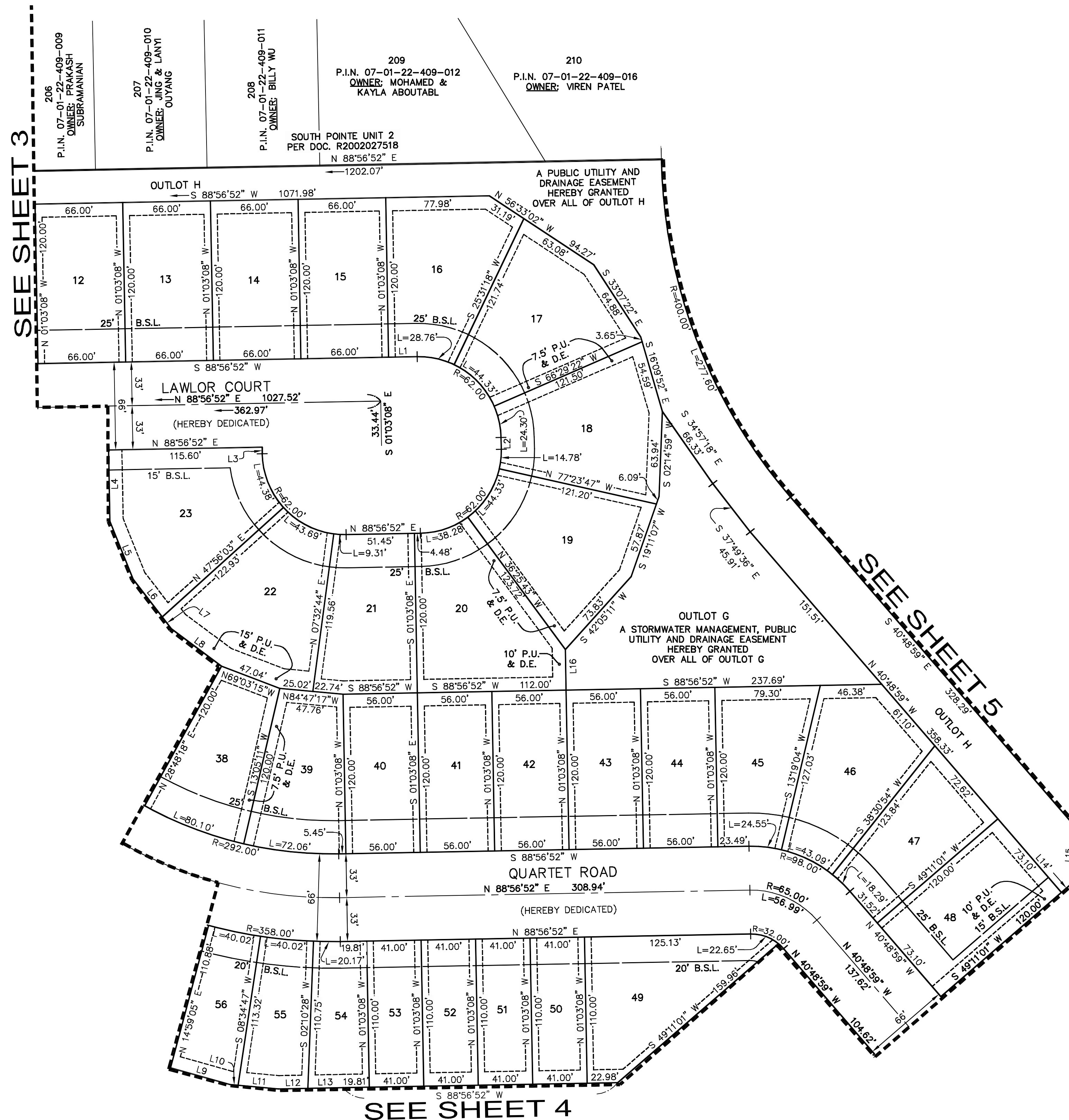
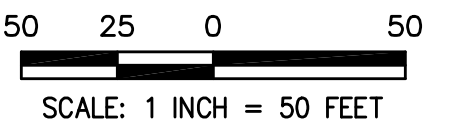


UNSUBDIVIDED
P.I.N: 07-01-23-300-002
OWNER: FOREST PRESERVE DISTRICT OF WILL COUNTY

| LINE | BEARING | LENGTH |
|------|---------------|--------|
| L1 | S 88°56'52" W | 21.48' |
| L2 | N 01°03'08" W | 8.90' |
| L3 | S 01°03'08" E | 4.90' |
| L4 | N 01°03'08" W | 53.56' |
| L5 | N 21°54'07" W | 47.04' |
| L6 | N 37°37'10" W | 35.79' |
| L7 | N 37°37'10" W | 11.25' |
| L8 | N 53°20'13" W | 47.04' |
| L9 | N 74°19'13" W | 46.41' |
| L10 | N 84°45'17" W | 6.26' |
| L11 | N 84°45'17" W | 30.47' |
| L12 | S 88°55'25" W | 22.18' |
| L13 | S 88°55'25" W | 26.39' |
| L14 | S 49°11'01" W | 10.06' |
| L15 | S 04°11'01" W | 42.43' |
| L16 | N 01°03'08" W | 30.57' |

| AREA TABLE (MORE OR LESS) | | | | | | |
|------------------------------|-------------|------------|-------------------------|----------|-------------|------------|
| LOT NO. | AREA (S.F.) | AREA (Ac.) | P.U. & D.E. AREA (S.F.) | LOT NO. | AREA (S.F.) | AREA (Ac.) |
| 12 | 7,920 | 0.182 | 1,760 | 42 | 6,720 | 0.154 |
| 13 | 7,920 | 0.182 | 1,760 | 43 | 6,720 | 0.154 |
| 14 | 7,920 | 0.182 | 1,760 | 44 | 6,720 | 0.154 |
| 15 | 7,920 | 0.182 | 1,760 | 45 | 7,698 | 0.177 |
| 16 | 9,666 | 0.222 | 2,178 | 46 | 9,603 | 0.220 |
| 17 | 10,601 | 0.243 | 2,675 | 47 | 7,369 | 0.169 |
| 18 | 10,395 | 0.239 | 2,605 | 48 | 8,772 | 0.201 |
| 19 | 10,611 | 0.244 | 2,682 | 49 | 9,713 | 0.223 |
| 20 | 10,779 | 0.247 | 2,785 | 50 | 4,510 | 0.104 |
| 21 | 8,362 | 0.192 | 1,877 | 51 | 4,510 | 0.104 |
| 22 | 10,601 | 0.243 | 2,940 | 52 | 4,510 | 0.104 |
| 23 | 11,122 | 0.255 | 1,892 | 53 | 4,510 | 0.104 |
| 38 | 7,688 | 0.176 | 1,863 | 54 | 4,745 | 0.109 |
| 39 | 7,576 | 0.174 | 1,869 | 55 | 5,197 | 0.119 |
| 40 | 6,720 | 0.154 | 1,660 | 56 | 5,189 | 0.119 |
| 41 | 6,720 | 0.154 | 1,660 | OUTLOT G | 22,123 | 0.508 |
| | | | | OUTLOT H | 58,174 | 1.335 |

NOTE: EASEMENT AREAS SHOWN IN ABOVE TABLE ARE FOR P.U. & D.E. ONLY GRANTED HEREIN. DOES NOT INCLUDE OTHER EASEMENTS GRANTED HEREIN OR EXISTING EASEMENTS.




SEE SHEET 3

SEE SHEET 5

SEE SHEET 4

DRAWING PATH: P:\402151\DWG\SURVEY\DRAWINGS\PLATS\SUBPLAT-1.DWG
PLOT FILE CREATED: 7/12/2023 BY: TONY BLISS

PREPARED BY:

CEMCON, Ltd.
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 E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 402151 FILE NAME: SUBPLAT-1
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OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED THIS ___ DAY OF ___, A.D., 20__

PULTE HOME COMPANY LLC, A MICHIGAN LIMITED LIABILITY COMPANY
OWNER:
ATTST:
TITLE:

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT,

PRINT NAME TITLE
PRINT NAME TITLE

OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT, AS SUCH _____ AND _____ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL
THIS ___ DAY OF ___, A.D., 20__

NOTARY PUBLIC SIGNATURE
PRINT NAME

MY COMMISSION EXPIRES ON ___ MONTH ___ DATE, 20__

LAND SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, #035-003483, HEREBY STATE THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22 PER MONUMENT RECORD R90-070703; THENCE SOUTH 88 DEGREES 59 MINUTES 39 SECONDS WEST, 995.15 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 TO THE EAST LINE OF THE WEST 328.81 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 01 DEGREE 40 MINUTES 18 SECONDS WEST, 60.00 FEET ALONG SAID EAST LINE TO A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 88 DEGREES 59 MINUTES 39 SECONDS EAST, 390.46 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 01 DEGREE 00 MINUTES 21 SECONDS WEST, 201.00 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 39 SECONDS EAST, 3.61 FEET; THENCE EASTERLY, 2.04 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 267.00 FEET AND A CHORD BEARING NORTH 88 DEGREES 46 MINUTES 31 SECONDS EAST; THENCE NORTHERLY, 45.83 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 433.00 FEET AND A CHORD BEARING NORTH 04 DEGREES 42 MINUTES 13 SECONDS WEST; THENCE NORTH 01 DEGREE 40 MINUTES 18 SECONDS WEST, 381.67 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 36 SECONDS EAST, 652.87 FEET; THENCE NORTH 77 DEGREES 15 MINUTES 32 SECONDS EAST, 39.03 FEET; THENCE NORTH 47 DEGREES 47 MINUTES 16 SECONDS EAST, 39.48 FEET; THENCE NORTH 36 DEGREES 44 MINUTES 36 SECONDS EAST, 82.00 FEET; THENCE NORTH 55 DEGREES 27 SECONDS EAST, 41.28 FEET; THENCE NORTH 01 DEGREE 04 MINUTES 24 SECONDS WEST, 370.59 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 52 SECONDS EAST, 40.28 FEET; THENCE NORTH 01 DEGREE 03 MINUTES 08 SECONDS WEST, 145.00 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 88 DEGREES 56 MINUTES 52 SECONDS EAST, 2376.82 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 01 DEGREE 55 MINUTES 21 SECONDS EAST, 1330.33 FEET ALONG SAID EAST LINE TO THE SOUTH LINE THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 02 MINUTES 12 SECONDS WEST, 2636.16 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

I HEREBY STATE THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, ILLINOIS. I HEREBY STATE THAT THE CITY OF NAPERVILLE HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED.

BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP PANEL NO. 1719700037G WITH AN EFFECTIVE DATE OF FEBRUARY 15, 2019, IT IS OUR OPINION THAT PARTS OF THE PROPERTY DESCRIBED HEREON FALL WITHIN ZONE X, SHADED ZONE X, ZONE AE (OUTLOTS C, D AND E ONLY) AND FLOODWAY (OUTLOT D ONLY) AS DESIGNATED AND DEFINED BY F.E.M.A.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS
THIS ___ DAY OF ___, A.D., 20__

JEFFREY R. PANKOW
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, A.D., 2024
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRES ON APRIL 30, 2025

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

- 1. THAT PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE; AND
2. TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

PLAINFIELD SCHOOL DISTRICT #202
15732 HOWARD STREET
PLAINFIELD, IL 60544

OWNER NAME: _____

BY: _____ ATTEST: _____

ITS: _____ ITS: _____
SUBSCRIBED AND SWORN BEFORE ME THIS ___ DAY OF ___, A.D., 20__

NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD

THE ___ DAY OF ___, A.D., 20__

BY: _____ ATTEST: _____
MAYOR CITY CLERK

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED AT NAPERVILLE, ILLINOIS, THIS ___ DAY OF ___, A.D., 20__

CITY TREASURER / DIRECTOR, FINANCE DEPARTMENT

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS, ON THE ___ DAY OF ___, A.D. 20__ AT ___ O'CLOCK ___ M.

RECORDER OF DEEDS

WILL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)

I, _____, COUNTY CLERK OF WILL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT JOLIET, ILLINOIS,

THIS ___ DAY OF ___, 20__

COUNTY CLERK

WILL COUNTY TAX MAPPING DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)

I, _____, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION ON THIS PLAT FOR THAT PORTION WITHIN THE LIMITS OF WILL COUNTY AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN DESCRIBED IS LOCATED

ON TAX MAP # _____ AND IS IDENTIFIED AS PERMANENT REAL ESTATE

TAX INDEX NUMBER (PIN) _____

DATED THIS ___ DAY OF ___, A.D., 20__

DIRECTOR

STORMWATER MANAGEMENT EASEMENT AND COVENANT PROVISIONS OUTLOTS A, B, C, D AND G

THE OWNER SHALL HAVE FULL RESPONSIBILITY FOR MAINTENANCE, REPAIR, AND RECONSTRUCTION OF THE STORMWATER MANAGEMENT DETENTION/RETENTION AREAS ON OUTLOTS A,B,C, AND G UNTIL SUCH TIME AS SAID LOTS ARE CONVEYED TO A HOMEOWNER'S ASSOCIATION (HOA) THAT HAS BEEN FORMED AND IS OPERATIONAL. THE OWNER, OR THE HOA, AS APPLICABLE, SHALL HAVE THE PERPETUAL DUTY AND OBLIGATION TO PERFORM OR HAVE PERFORMED ALL MAINTENANCE ON SAID OUTLOTS A, B, C, AND G AND ALL MAINTENANCE, REPAIR, AND RECONSTRUCTION OF THE STORMWATER MANAGEMENT DETENTION/RETENTION AREAS SO THAT THEY FUNCTION AS HYDRAULICALLY AND HYDROLOGICALLY PLANNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES, ORDINANCES, AND RULES AND REGULATIONS.

THE HOA SHALL HAVE FULL RESPONSIBILITY FOR MAINTENANCE, REPAIR, AND RECONSTRUCTION OF THE STORMWATER MANAGEMENT DETENTION/RETENTION FACILITIES AND STRUCTURES ON OUTLOT D. THE HOA SHALL HAVE THE PERPETUAL DUTY AND OBLIGATION TO PERFORM OR HAVE PERFORMED ALL MAINTENANCE OF THE STORM WATER MANAGEMENT DETENTION/RETENTION FACILITIES AND STRUCTURES SO THAT THEY FUNCTION AS HYDRAULICALLY AND HYDROLOGICALLY PLANNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES, ORDINANCES, AND RULES AND REGULATIONS.

NEITHER THE OWNER, THE HOA, NOR ANY OF THEIR AGENTS OR CONTRACTORS SHALL DESTROY OR MODIFY THE GRADES OR SLOPES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON OUTLOTS A, B, C, D AND G.

THE HOA MAY ASSESS ITS MEMBERS ON A YEARLY BASIS FOR A PRORATED SHARE OF THE COST TO MAINTAIN, REPAIR, AND RECONSTRUCT THE STORMWATER MANAGEMENT DETENTION/RETENTION AREAS ON OUTLOTS A, B, C, D AND G.

PERPETUAL PUBLIC STORMWATER AND DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE CITY OF NAPERVILLE, ITS AGENTS, SUCCESSORS AND ASSIGNS, OR ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES, OVER, ON, ACROSS AND UNDER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" OR (S.M.E.) ON THE PLAT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY FOR THE PURPOSES OF:

SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, INSPECTING, MAINTAINING, AND OPERATING ALL STORMWATER MANAGEMENT FACILITIES, STRUCTURES, GRADES, AND SLOPES ON OUTLOTS A, B, C, D AND G.

ENTERING ONTO LOT OUTLOTS A, B, C, D AND G OR ANY ADJOINING LOT TO PERFORM THE WORK SPECIFIED IN PARAGRAPH 1 TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE REQUIRED WORK.

CUTTING DOWN, TRIMMING, OR REMOVING TREES, SHRUBS, PLANTS, MULCH, LANDSCAPING STRUCTURES, RETAINING WALLS OR ANY OTHER MATERIALS ON OUTLOTS A, B, C, D AND G WHICH INTERFERE WITH THE OPERATIONS OF THE STORMWATER FUNCTIONS.

NO PERMANENT BUILDINGS, OR UTILITY FACILITIES SHALL BE CONSTRUCTED ON OUTLOTS A, B, C, D AND G BY THE OWNER, OR THE OWNER'S SUCCESSORS IN INTEREST, BUT SAID OUTLOTS A, B, C, D AND G MAY BE USED FOR OTHER PURPOSES THAT DO NOT NOW OR LATER INTERFERE OR CONFLICT WITH THE AFORESAID USES OR RIGHTS OR IN ANY WAY AFFECT OR IMPEDE THE STORAGE OR FREE FLOW OF STORMWATER ON AND OVER SAID OUTLOTS A, B, C, D AND G.

IF EITHER THE OWNER OR HOA FAILS TO MAINTAIN THE STORMWATER DETENTION/RETENTION FACILITIES ON OUTLOTS A, B, C, AND G AS REQUIRED, OR THE HOA FAILS TO MAINTAIN THE STORMWATER DETENTION/RETENTION FACILITIES ON OUTLOT D AS REQUIRED, THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON OUTLOTS A, B, C, D AND G SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PROPERTY TO PERFORM MAINTENANCE, REPAIR, CONSTRUCTION, OR RECONSTRUCTION NECESSARY TO MAINTAIN STORMWATER STORAGE OR FLOW ON OUTLOTS A, B, C, D AND G.

THE OWNERS OF OUTLOTS A, B, C, AND G CREATED BY THE FINAL PLAT OF SUBDIVISION, OR THEIR HEIRS, LEGATEES, ASSIGNS, OR SUCCESSORS IN INTEREST, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON OUTLOTS A, B, C, AND G IN PERFORMING SUCH WORK, PLUS AN ADDITIONAL TWENTY (20%) PERCENT AND ANY REASONABLE ATTORNEYS' FEES, INCLUDING THE COSTS OF IN-HOUSE COUNSEL, CONNECTED WITH THE COLLECTION OF SUCH COSTS. THE HOA SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON OUTLOT D IN PERFORMING SUCH WORK, PLUS AN ADDITIONAL TWENTY (20%) PERCENT AND ANY REASONABLE ATTORNEYS' FEES, INCLUDING THE COSTS OF IN-HOUSE COUNSEL, CONNECTED WITH THE COLLECTION OF SUCH COSTS.

THE ACTUAL COSTS OF THE CITY, OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION, TO PERFORM ANY NECESSARY WORK, AS DETERMINED BY THE CITY, OR SUCH OTHER GOVERNMENTAL ENTITY, PLUS TWENTY (20%) PERCENT AND ALL ATTORNEYS' FEES, SHALL CONSTITUTE A LIEN AGAINST INDIVIDUAL OUTLOTS A, B, C, AND G, WHICH LIEN MAY BE FORECLOSED BY AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION BY OR ON BEHALF OF THE CITY OR SUCH OTHER GOVERNMENTAL ENTITY.

THE PROVISIONS OF THESE COVENANTS AND DECLARATIONS RELATING TO STORMWATER OBLIGATIONS SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON OUTLOTS A, B, C, D AND G.

ALL OF THE ABOVE-STATED OBLIGATIONS SHALL ALSO BE CLEARLY REFERENCED IN ANY COVENANTS, CONDITIONS, DECLARATIONS, AND RESTRICTIONS RECORDED AGAINST ANY OF THE LOTS CREATED BY THIS FINAL PLAT OF SUBDIVISION, AND IN ANY DEEDS OR TITLE DOCUMENTATION REQUIRED FOR THE CONVEYANCE OF ANY OF SUCH INDIVIDUAL LOTS OR UNITS.

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ___ DAY OF ___, A.D., 20__

ILLINOIS REGISTERED PROFESSIONAL ENGINEER

STATE REGISTRATION NUMBER _____

REGISTRATION EXPIRATION DATE _____

OWNER COMPANY NAME: _____

BY: _____ PRINT

ATTEST: _____ SIGNATURE

TITLE: _____ PRINT TITLE

STRIP STYLE PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE, ILLINOIS ("CITY") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR ("PU&DE") ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND ADJUTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF NAPERVILLE.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

BLANKET STYLE PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED FOR AND GRANTED OVER OUTLOTS A, B, C, G, H, I, J, K, L, M, AND P OF THE PROPERTY DEPICTED HEREON (HEREINAFTER "EASEMENT") TO THE CITY OF NAPERVILLE, ILLINOIS, AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR AGREEMENT, OR OTHERWISE AUTHORIZED BY THE CITY OF NAPERVILLE, INCLUDING, BUT NOT LIMITED TO, ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, AND TO OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION, OVER THE PROPERTY, EXCEPTING THEREFROM ANY STRUCTURES OTHER THAN UTILITY METERS ATTACHED THERETO, PARKING LOTS, AND SIDEWALKS DEPICTED IN THE FINAL ENGINEERING PLANS DATED MAY 3, 2023 AND LAST REVISED ON JUNE 26, 2023, FOR THE PERFORMANCE OF MUNICIPAL AND OTHER UTILITY SERVICES, INCLUDING BUT NOT LIMITED TO THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, INSTALL, REPAIR, INSPECT, REMOVE, EXCHANGE, TEST, REPLACE, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNA TELEVISION SYSTEMS, WATER, STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID EASEMENT, TOGETHER WITH THE RIGHT TO READ, EXAMINE, INSPECT, INSTALL, OPERATE, MAINTAIN, EXCHANGE, REMOVE, REPAIR, TEST, AND/OR REPLACE CITY OWNED UTILITY EQUIPMENT AND METERS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE GRANTOR'S PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO THE CITY AND ITS AGENTS TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THEREASONABLE USE OF SAID EASEMENT. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

ALL CONSTRUCTION OR OTHER WORK PERFORMED BY ANY PERSON OR ENTITY WITHIN THE EASEMENT HEREBY GRANTED SHALL BE PERFORMED IN ACCORDANCE WITH THE VARIOUS REQUIREMENTS OF THE ORDINANCES, CODE, AND REGULATIONS OF THE CITY OF NAPERVILLE AND ALL OTHER APPLICABLE LAW.



PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 402151 FILE NAME: SUBPLAT-1
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 05-03-23 JOB NO.: 402.151
PROJECT REFERENCE: 637.014
CHECKED BY: JRP 04-27-23
REVISED 06-06-23\AJB PER CITY COMMENTS DATED 05-30-23
REVISED 06-26-23\AJB PER CITY COMMENTS DATED 06-22-23
REVISED 07-12-23\AJB PER CITY COMMENTS DATED 07-11-23

DRAWING PATH: P:\2025\TOWNSHIP SURVEY\DRAWINGS\PLATS\SUBPLAT-1.DWG
PLOT FILE CREATED: 7/12/2023 BY: TONY BLISS

**AGREEMENT FOR LAND CASH CONTRIBUTION
PURSUANT TO CITY OF NAPERVILLE CODE SECTION 7-3-5:12.7 FOR
POLO CLUB SUBDIVISION SUBJECT TO FINAL TECHNICAL APPROVAL
OF THE DIRECTOR OF PLANNING**

THIS AGREEMENT is made this _____ day of _____, 2023 by and between the NAPERVILLE PARK DISTRICT, a body corporate and politic created pursuant to 70 ILCS 1205-1 et seq. (the Park District Code), whose principal office is located at 320 West Jackson Avenue, Naperville, Illinois 60540 (hereinafter referred to as the “**Park District**”), and Pulte Home Company, LLC, a Michigan limited liability company, with offices located at 1900 East Golf Road, Suite 300, Schaumburg, Illinois 60173 (hereinafter referred to as the “**Developer**”).

WHEREAS, the Developer has acquired and intends to develop approximately 110 acres of real property commonly known as the “Polo Club,” Naperville, Illinois, which property is legally described on Exhibit A (the “**Subject Property**”); and

WHEREAS, the Developer intends to develop the Subject Property as a mixed-residential community consisting of 136 townhomes and 261 detached single-family homes (the “**Development**”); and

WHEREAS, in accordance with Section 7-3-5 of the City of Naperville Municipal Code, the Developer, City of Naperville (“**City**”) and the Park District have reached an agreement concerning the terms and manner of the donation of land for park and recreation purposes and the terms of that agreement are set forth in the Owner’s Acknowledgement and Acceptance Agreement (“**OAA**”) for Polo Club Subdivision as approved by the Naperville City Council in Ordinance No. ____; and

WHEREAS, pursuant to the terms of the OAA, the Developer and the Park District hereby intend to supplement the OAA with the specific terms set forth in this Agreement.

NOW THEREFORE, be it and it is hereby agreed by both the Park District and the Developer as follows:

1. The foregoing recitals shall be and are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

2. **Park Dedication Requirement.** In connection with their construction of the Development, and consistent with the terms of the OAA, the Developer shall satisfy the City's park land dedication requirement, as set forth in Section 7-3-5 of the City Code (the "Park Dedication Requirement"), by a combination of land donation, land improvement, and cash contribution, all as more specifically set forth in this Agreement. The Developer and the Park District hereby agree that the Park Dedication Requirement shall be based on the table attached hereto as Exhibit B, which assumes bedroom counts for the proposed 261 detached single-family homes and 136 attached single-family homes to be constructed in the Development. The total Park Dedication Requirement as per Exhibit B is 9.8086 acres (with a cash equivalent of \$3,174,062.96). There shall be no true-up of the Park Dedication Requirement based on the actual number of bedrooms constructed.

3. **Land Donation.** Developer will dedicate to the City--for conveyance to the Park District—two parcels identified on the Final Plat of Subdivision for Polo Club – as "Outlot E" (the "Multi-Purpose Park") and "Outlot F" (the "Neighborhood Park") (collectively "Outlots E and F"). The donation of Outlots E and F is an aggregate total of 8.04 acres, leaving a cash balance equivalent due of \$572,318.96.

4. **Land Improvement.** The Developer shall be responsible for that portion of the Park Improvements as set forth in this Agreement and as generally depicted the Site Improvement Plans prepared by Cemcon, Ltd., dated _____ and last revised _____ ("Park Plan")

incorporated herein by reference (“Developer’s Park Improvements”). The Developer’s Park Improvements shall be completed at the Developer’s sole expense, pursuant to the standards set forth in Exhibit C (“Mass Earthwork Standards”), Exhibit D (“Underground Utilities Standards”), Exhibit E (“Curb & Gutter Standards”), Exhibit G (“Lawn Seeding Standards”), Exhibit H (“Landscaping Standards”), Exhibit I (“Natural Athletic Field Turf Standards”), and Exhibit J (“Sod Standards”). It is the intent of the Developer and the Park District that Developer’s Park Improvements specifically include, as more specifically indicated on the Park Plan:

- A. Curbed perimeter, crosswalks, and sidewalks surrounding and/or adjacent to Outlots E and F as depicted on the Park Plan;
- B. Mass, fine, and final Grading of Outlots E and F;
- C. Grass Seeding with hydromulching for Outlot E;
- D. Installation of storm sewer stubs;
- E. Construction of the trail head in Outlot E;
- F. Parkway trees around perimeter of Outlot F;
- G. Parkway trees along the east side of Book Road for Outlot E;
- H. Sodding parkway perimeter of Outlot F; and
- I. Grass seeding and blanket of Book Road east parkway.

In recognition of its mobilization and economies of scale, the Developer shall also perform the following improvements, as an in-kind contribution against its obligations under Section 7-3-5, as generally depicted on the Park Plan as the “In-Kind Improvements”. The In-Kind Improvements shall be completed pursuant to the standards set forth in Exhibit C (“Mass Earthwork Standards”), Exhibit D (“Underground Utilities Standards”), Exhibit E (“Curb & Gutter Standards”), Exhibit F (“Paving Standards”), Exhibit G (“Lawn Seeding Standards”), and Exhibit

H (“Landscaping Standards”). It is the intent of the Developer and the Park District that Developer’s Park Improvements specifically include, as more specifically indicated on the Park Plan:

- A. Installation of water service stubs for Outlot E;
- B. Construction of the Parking Lots in Outlot E;
- C. Installation of trees in the islands in the parking lots of Outlot E;

The District and the Developer reasonably anticipate that the cost to construct the In-Kind Improvements will be One Hundred Seventy-One Thousand, Six Hundred Sixty-Nine and 00/100 Dollars (\$171,669.00) as depicted on the Engineer’s Opinion of Probable Construction Costs attached hereto as Exhibit K. Developer will complete Developer’s Park Improvements and the In-Kind Improvements as part of the first phase of Development.

The Developer shall maintain, preserve, and protect the Park and its improvements at the expense of the Developer until such time as Outlots E and F are conveyed to the Park District. The Park District will provide the notice of its acceptance of Outlots E and F to the City—as set forth in the OAA—at such time as the Park District determines: a) that the Developer’s Park Improvements and In-Kind Improvements comply with the requirements of this Agreement; and b) that the status of the Development is such that the Park is accessible by members of the general public and it is safe for the general public to use the Park (subject to the Park District’s construction obligations). Thereafter, the parties will follow the conveyance procedures set forth in the OAA or City Code, as may be applicable.

5. Cash Contribution. The balance of the Park Dedication Requirement shall be satisfied by Developer’s payment of a cash contribution (the “Cash Contribution”). The amount of the Cash Contribution shall be Four Hundred Thousand and Six Hundred Forty-Nine and 96/100

Dollars (\$400,649.96), being the Park Dedication Requirement (\$3,174,062.96) less the value of the Outlots E and F (\$2,601,744.00) and less the value of the In-Kind Improvements (\$171,669.00). Developer shall pay the Cash Contribution to the City for conveyance to the Park District. Developer shall pay the Cash Contribution in two equal installments of \$200,324.98, the first installment being due concurrent with the donation of the Park and the second installment being due on thirty (30) days-notice from the Park District that the Park District has completed its construction of the improvement to the Park.

6. Park District Construction. The Park District shall be responsible for the layout, design and final engineering of the improvements to the Park consistent with the Final Engineering Plans for Polo Club as prepared by Cemcon, Ltd. Provided that the District utilizes Cemcon, Ltd. to perform the final engineering for Outlots E and F, Developer shall pay for the final engineering with the cost thereof being credited against any Cash Contribution (as hereinafter defined). Upon Developer's conveyance of the Park, the Park District shall be solely responsible for the completion of the remaining scope of improvements for the Park, specifically including, but not limited to:

- A. All surface improvements to Outlot F;
- B. Installation of all park facilities for Outlots E and F;
- C. Landscaping of Outlot F; and
- D. Installation of any fixtures such as garbage receptacles, benches, bike racks, etc. at Outlots E and F.

The Park District agrees to the complete the improvements to the Park within one year of the conveyance of the Park to the Park District.

7. This Agreement shall be recorded with the Will County Recorder of Deeds.

8. This Agreement shall be binding upon the parties hereto and their successors and assigns.
9. In the event of a default by any party hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity including, without limitation, the specific performance of such defaulted obligation. All costs and expenses including but not limited to court costs and reasonable attorneys' fees incurred by the non-defaulting party as a result of the default or the defaulting party shall be paid by the defaulting party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2023.

NAPERVILLE PARK DISTRICT

By:  _____

Its: Board President

EXHIBIT A

SUBJECT TERRITORY LEGAL DESCRIPTION

PARCEL 1:

THE EAST 329.36 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-014

PARCEL 2:

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-013

PARCEL 3:

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-012

PARCEL 4:

THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-011

PARCEL 5:

THE EAST 329.36 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-010

PARCEL 6:

THE WEST 329.36 FEET OF THE EAST 658.72 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-009

PARCEL 7:

THE WEST 329.36 FEET OF THE EAST 988.08 FEET OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-008

PARCEL 8:

THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 988.08 FEET THEREOF) IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-400-007

PARCEL 9:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 328.81 FEET THEREOF) IN WILL COUNTY, ILLINOIS.

PIN No. 01-22-300-015

EXHIBIT B

Name of Subdivision Polo Club

Park Donation = **Land** **9.8086** **Cash** **\$3,174,062.96** = Land Donation x \$323,600.00

=Round((Total People Produced x 0.0086),4)

| Type of Unit | Pre-School 0 - 4 Yrs | Elementary Grades K-5 | Junior High Grades 6-8 | High School Grades 9-12 | Adults 18-up | Total per Unit | | | | | | | |
|-------------------------------|-------------------------|--------------------------|---------------------------|----------------------------|-----------------|-------------------|-------|--------|-------|---------|-------|-----------|-------|
| Detached Single-family | | | | | | | | | | | | | |
| 2-bedroom | 0.127 | 0.000 | 0.327 | 0.000 | 0.102 | 0.000 | 0.118 | 0.000 | 1.779 | 0.000 | 2.453 | 0.000 | |
| 125 3-bedroom | 0.244 | 30.568 | 0.440 | 55.123 | 0.179 | 22.425 | 0.177 | 22.175 | 1.892 | 237.030 | 2.930 | 367.070 | |
| 126 4-bedroom | 0.348 | 43.848 | 0.522 | 65.772 | 0.235 | 29.610 | 0.265 | 33.390 | 2.116 | 266.616 | 3.486 | 439.236 | |
| 10 5-bedroom | 0.333 | 3.330 | 0.533 | 5.330 | 0.262 | 2.620 | 0.279 | 2.790 | 2.344 | 23.440 | 3.750 | 37.500 | |
| Attached Single-Family | | | | | | | | | | | | | |
| 1-Bedroom | | | | | | | | | | 0.000 | | 0.000 | |
| 27 2-Bedroom | 0.072 | 1.958 | 0.091 | 2.475 | 0.044 | 1.197 | 0.080 | 2.176 | 1.610 | 43.792 | 1.897 | 51.598 | |
| 109 3-Bedroom | 0.157 | 17.082 | 0.178 | 19.366 | 0.060 | 6.528 | 0.113 | 12.294 | 1.746 | 189.965 | 2.253 | 245.126 | |
| 4-Bedroom | 0.217 | 0.000 | 0.358 | 0.000 | 0.154 | 0.000 | 0.198 | 0.000 | 2.127 | 0.000 | 3.053 | 0.000 | |
| Apartments | | | | | | | | | | | | | |
| Efficiency | | | | | | | | | | 1.210 | 0.000 | 1.210 | 0.000 |
| 1-Bedroom | 0.015 | 0.000 | 0.033 | 0.000 | 0.013 | 0.000 | 0.013 | 0.000 | 1.691 | 0.000 | 1.764 | 0.000 | |
| 2-Bedroom | 0.037 | 0.000 | 0.063 | 0.000 | 0.028 | 0.000 | 0.030 | 0.000 | 1.748 | 0.000 | 1.906 | 0.000 | |
| 3-Bedroom | 0.037 | 0.000 | 0.152 | 0.000 | 0.091 | 0.000 | 0.083 | 0.000 | 2.330 | 0.000 | 2.692 | 0.000 | |
| People Produced | | 96.786 | | 148.067 | | 62.380 | | 72.825 | | 760.843 | | 1,140.531 | |

| | Acres | Cash Value |
|------------------------|--------|----------------|
| Providing | 8.04 | \$2,601,744.00 |
| Owed | 1.7686 | \$572,318.96 |
| In-Kind Improvements | | \$171,669.00 |
| Cash Contribution Owed | | \$400,649.96 |

Two Cash Payment Installments \$200,324.98

**Pulte Homes Corporation - Illinois Division
MASS EARTHWORK SPECIFICATIONS**

NAPERVILLE POLO CLUB

1.0 Scope of Work

The Contractor shall perform mass earthwork on the property known as Naperville Polo Club located in Naperville, Illinois. The work shall consist of but is not limited to the following:

2.0 Construction Layout

- 2.1 Contractor shall verify existing topographic data shown on the engineering plans prior to the commencement of work. Any discrepancy shall be immediately reported to the Pulte Land Manager in writing. Failure of the Contractor to notify the owner in writing prior to the start of work shall constitute acceptance of his bid quantities as accurate and the costs thereafter of importing or exporting any material required to construct the site to the design grades with the approved topsoil and open borrow quantities shall be the Contractor's sole responsibility.
- 2.2 Contractor shall perform construction layout work in accordance with data given on drawings or as directed by Site Consultant. Use control benchmarks established by the Site Consultant to set all elevations. Use the dimensions and coordinates established on the drawings for all construction layout. Confirm the coordinate datums with the Site Consultant before commencing work.
- 2.3 Pulte will provide will provide one (1) set of stakes at the front and rear lot corners to establish line and finish grade of the lots, roadway centerline stakes at 100ft intervals at high/low points, detention basin stakes locating top/bottom of slope and/or basin normal water level, and fine grade stakes along contours of large open spaces and/or berms. The Contractor, working from these stakes, shall place and maintain additional stakes required to accurately guide the completion of the mass grading operation. Disturbed or destroyed survey stakes will be restaked by the Site Consultant and the Contractor will be responsible for the cost of restaking.

3.0 Site Preparation

- 3.1 Conform to applicable state and local codes for disposal of debris generated by site clearing and grubbing operations.
- 3.2 Locate, identify, and protect utilities that will remain and keep from damage. Contact J.U.L.I.E to locate existing utilities within or adjacent to property as required by applicable law prior to earth disturbance.
- 3.3 Verify that existing plant life designated to remain is tagged or identified. Refer to site grading plan for construction limits.
- 3.4 Protect trees, plant growth, and features designated to remain as final landscaping. Construction equipment shall not travel under drip lines of trees to be protected. Flag or fence construction limits on protected areas to assure isolation, and explain limits in the field to all equipment operators. Small branches that may be broken off during construction shall be trimmed and painted with an approved tree wound dressing.
- 3.5 Clear areas required for access to site and execution of work.
- 3.6 Clearing and Grubbing shall be considered incidental to this work and shall include all minor brush and shrubs necessary to begin mass grading operations. Tree removal is not considered to be part of this contract unless identified as an item in the schedule of values in "Schedule A" of this contract. If tree removal is

Initials: Pulte _____ Contractor _____

required, remove the stumps and root systems of trees to a minimum depth of 42 inches.

- 3.8 No on-site burning is permitted.
- 3.10 Under no circumstance shall the Contractor sell salvage materials on the project site or permit the cutting of trees for firewood by the public or by individuals not under this contract.
- 3.11 The Contractor shall remove from the site all trees, brush, debris and existing piles within the limits of construction area as shown on the plans, unless otherwise directed by a Pulte Land Manager, to an approved landfill. The Contractor shall obtain any necessary permits for the disposal and will be responsible for complete compliance to the permit requirements. Copies of all permits and releases shall be furnished to Pulte Homes prior to disposal.

4.0 Mass Grading

4.1 Definitions:

- 4.1a Excavation: Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of material removed.
- 4.1b Unauthorized Excavation: Unauthorized excavation consists of removal of material beyond indicated subgrade elevation, or dimensions without specific direction of Pulte Homes. Unauthorized excavation, as well as remedial work directed by Pulte shall be at Contractor's expense.
- 4.1c Over Excavation (Undercuts): Over Excavation consists of removal of material beyond indicated subgrade elevation.
- 4.1d Dewatering: Normal dewatering consists of removal of water by sump and pump methods as required and at the direction of a Pulte Representative; normal dewatering is considered incidental to this agreement . This work consists of removing rainwater, spring water, and subsurface ground water encountered during the course of construction.
- 4.1e Subgrade: The undisturbed earth or the compacted soil layer immediately below granular base, fill, or topsoil materials.
- 4.1f Satisfactory Topsoil for reuse or stockpiling: Excavated organic based material, graded, and free of roots, rocks larger than 1 inch, debris, and large weeds. Organic clay, organic silt, and peat are not considered suitable for stockpiling or reuse.
- 4.1g Satisfactory Structural Fill material: Excavated material, graded, and free from lumps larger than 6 inches, rocks larger than 3 inches, and debris; complying with ASTM D 2487 soil classification groups GW, GP, SC, GM, ML, CL, SM, SW, SP. Materials classified as ML, SC shall be used only as permitted by the Geotechnical Engineer.

5.0 Project Conditions

- 5.1 Site Information: Contractor acknowledges that the soil borings provided during the bidding process may not reflect an accurate depiction of the topsoil strata thickness on the site and that the Contractor has performed his own investigation during the bidding process. The quantities for topsoil striping represent the Contractor's actual field verified strata information. The Contractor shall provide Pulte with any findings that are not consistent with the soil borings.
- 5.2 Existing Utilities: Known existing underground utilities are shown on the contract documents in their approximate locations according to the best available information. The Contractor shall be responsible for determining the exact

Initials: Pulte _____ Contractor _____

location of the existing utilities and repairing any damage done to the utilities during construction. Existing Utilities shall always be protected during all phases of earthwork operations.

- 5.3 Protection of Adjacent Lands: Contractor shall be totally responsible for protection of other lands and properties that may be subject to effects or by products of the Contractor's efforts.
- 5.4 Dust Control: The Contractor shall be responsible for dust control. Efforts to reduce the amount of dust, including watering, shall be incidental to the contract. Dust control shall be performed on a continual basis and at the direction of Pulte Land Manager.
- 5.5 The Contractor shall be responsible for public safety around borrow pits and stockpiles while this work is in progress. Any fencing, barricades or signs necessary for public safety while this work is in progress shall be considered included in this contract. Any borrow pit shall not be any closer than a 1:1 angle of repose from the house line footing elevation (-9.0 ft from top of foundation)
- 5.6 The Contractor is responsible for cleaning the streets on a daily basis, if necessary, of all mud, rock, etc. that is caused by the execution of this contract. The existing Village, County and State roads are to be kept broom clean. All roads are to be cleaned with machinery in compliance with all governing agencies having jurisdiction.

6.0 Topsoil Stripping, Stockpiling, and Respreading

- 6.1 Strip all topsoil and organic material on site within the construction limits of the project where grades are to be changed, or in areas to be improved. The limits of the stripping operation shall be determined by the soils consultants. Generally, topsoil shall be stripped in all ROWs, in all lot front yard areas, in all building pads, and in any additional cut area identified on the Engineering plans.
- 6.2 If material complies with Section 4.1f and is approved by the Geotechnical Engineer, it should be stockpiled as shown on the plans or as directed by a Pulte Land Manager for later spreading by the Contractor in areas identified for topsoil respread.
- 6.4 Unless otherwise directed by a Pulte Land Manager or indicated on the Engineering plans, all ponds and lakes shall be respread with a minimum of six (6) inches of topsoil above the normal waterline. All open space and dry detention areas shall be respread with a minimum of six (6) inches of topsoil. Wetland, if present, to be respread within one (1) foot of topsoil below the normal water line and six (6) inches above the normal water line.
- 6.5 No topsoil shall be imported/exported from the Site without written authorization from the Pulte Land Manager. Imported topsoil shall be certified as "clean fill" by the Contractor prior to disposing of the topsoil on the Site.

7.0 Proof-Rolling

- 7.1 As directed by the Geotechnical Engineer, prior to fill operations and after achieving finished subgrade elevation in cut areas, such areas shall be proof-rolled with a loaded dump truck or other approved heavy equipment to detect unstable areas.
- 7.2 As directed by the Geotechnical Engineer, if the proof-rolling revealed that the fill areas are unstable and additional compactive and air drying work is necessary, discing to a minimum depth of 12 inches (to within 3% of the optimum moisture content) and recompaction of the failing area(s) to meet project requirements shall be provided and is considered incidental to this Contract.
- 7.3 Contractor shall proof-roll the roadway subgrade after wet utility construction is complete and prior to the installation of stone base by the paving contractor.

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Contractor shall provide a fully loaded semi as directed by the Municipality for the roadway proof-roll. Undercutting of unstable clay fill and/or native material shall be completed to the satisfaction of the Geotechnical Engineer and/or municipality representative prior to the placement of stone base by the paving contractor.

8.0 Dewatering

- 8.1 Provide all labor, materials, services, and equipment, etc., to remove and dispose of all surface and ground water that affect the work within the construction boundaries.
- 8.2 The Contractor shall provide and maintain adequate dewatering equipment to remove and dispose of all surface and ground water encountered while completing the contract Work. Contractor shall ensure temporary erosion and sedimentation controls are installed prior to discharging water on-site from pumping operations. Contractor shall not discharge any water from pumping/dewatering operations offsite.
- 8.3 Each excavation shall be kept dry during the preparation of the subgrade and continually thereafter until the new fill is placed and compacted to project specifications. Contractor is responsible for ensuring interim positive drainage on the Site to prevent ponding water.
- 8.4 The Contractor shall consult with the Pulte Homes Land Manager and the Geotechnical Engineer prior to the installation of any deep dewatering well points. Cost for the installation of deep watering wells, if required, will be negotiated prior to installation.

9.0 Filling

- 9.1 Fill areas to proposed contours and elevations with unfrozen Satisfactory Structural Fill Material that complies with Section 4.1g. Loose, saturated surface soils, and frozen subgrade soils shall all be removed prior to filling.
- 9.2 All fills and native clay subgrade will be tested for adherence to the specifications by a Geotechnical Engineer retained and paid for by Pulte. Any work rejected by the Geotechnical Engineer, shall be removed and replaced by Contractor at its expense. Any discing or watering of material required to obtain the necessary compaction density shall be considered incidental to this contract. **Contractor is responsible for coordinating directly with the Geotechnical Engineer to ensure that all work is tested and that there will be no delays in the progress of the work. Contractor shall at no time place fills when the Geotechnical Engineer is not present on the site. Fills placed when the Geotechnical Engineer is not present on site to test the material shall be removed and recompacted at the Contractor's expense.**
- 9.3 Place Satisfactory Structural Fill material in continuous layers not exceeding 9 inches compacted depth, compacted to 95.0 percent of its maximum dry density as determined in accordance with ASTM D-1557 (Modified) laboratory procedure under building pads and roadways Right of Way (R.O.W).
- 9.4 Place Satisfactory Structural Fill material in continuous layers not exceeding 9 inches compacted depth, compacted to 90.0 percent of its maximum dry density as determined in accordance with ASTM D-1557 (Modified) laboratory procedure in all front yards, rear yards, and open spaces.
- 9.5 Maintain all fill materials to within 3 percent of its optimum moisture content to attain required compaction density.
- 9.6 The Contractor shall, prior to commencement of roadway construction, scarify and recompact the top 12 inches of the pavement subgrade with blade and ripping teeth or using equipment such as a farmers disc to the proper density and grade for pavement and gutter to ± 0.1 foot. This work shall be performed in all areas that show marginal stability under the tires of construction equipment. This

Initials: Pulte _____ Contractor _____

work shall be performed at established unit rates. All curb is to be backfilled prior to placement of base material.

- 9.7 Care shall be taken to conserve Structural Fill to meet the job requirements and minimize the use of borrow pits. The excavation and filling of borrow pits shall be approved by the Pulte Homes Land Manager in writing prior to excavation of the borrow pit.
- 9.8 Pulte Homes reserves the right to separately purchase off-site materials for site balance if it is necessary.
- 9.9 Fills in roadways and pad areas shall extend outside of the structural areas based on the structural zone of influence with a 1:1 ratio, or as directed by the Geotechnical Engineer based on the soil type present on the site.

10.0 Tolerances

- 10.1 Building pad and roadway areas shall be constructed to the elevations and dimensions as shown on the plans to a tolerance of ± 0.1 of a foot and are to be verified by a licensed surveyor prior to leaving the site.
- 10.2 The Contractor shall cut all roadways to 0.1 foot from subgrade elevation. Contractor shall backfill curb to 4" below top of curb after curb installation but prior to paving operations.
- 10.3 Pond volumes shall meet the design requirements depicted on the Engineering plans.

11.0 Testing and Quality Assurance

- 11.1 Codes and Standards: Perform excavation work in compliance with applicable requirements and authorities having jurisdiction.
- 11.2 Testing and Inspection Services: Pulte Homes will retain and pay for a qualified independent Geotechnical Testing and inspection laboratory to perform soil testing and inspection services during earthwork operations. This testing does not relieve the Contractor from responsibility of ensuring compaction specifications are obtained.
- 11.3 Testing and analysis of fill material will be performed in accordance with ASTM D-1557 laboratory procedure.
- 11.4 Compaction testing will be performed in accordance with ASTM 2922, unless different test methods are specifically recommended by the Geotechnical Engineer.

12.0 Unsuitable Material

- 12.1 Material determined to be unsuitable by the Geotechnical Engineer for the Pulte's use, shall be removed by the Contractor and replaced with Satisfactory Structural Fill material compacted in accordance with project specifications and as required by Geotechnical Engineer. The limits of the unsuitable soil removal shall extend to be on a 1:1 slope from the end of the structural fill material area.
- 12.2 Undercuts shall not be started without prior approval of the Pulte Land Manager.
- 12.3 The Pulte Land Manager, or its representative, shall verify all undercuts prior to filling.
- 12.4 All undercut dimensions shall be approved by the Geotechnical Engineer and presented to a Pulte Land Manager for issuance of a purchase order.

13.0 Drainage and Erosion Control

Initials: Pulte _____ Contractor _____

- 13.1 The Contractor shall provide positive drainage for all areas while the work is in progress.
- 13.2 The Contractor shall maintain reasonable drainage of critical areas continuously. Any pumping and/or drying of low areas shall be considered incidental to this contract, during the completion of this mass earthwork contract. Any pumping while digging of ponds or lakes shall be considered incidental to the contract.
- 13.3 The Contractor shall be responsible for any fines levied for improper erosion control or dewatering operations that result from its Work.

14.0 Clean Up/Hazardous Waste

- 14.1 The Contractor shall provide all labor and equipment necessary to remove all debris generated as a result of this contract and shall dispose of this debris off site, unless directed otherwise by the Pulte Land Manager.
- 14.2 No hazardous waste shall be disposed of on the site. All fuel, oil and filters, etc. shall be disposed of off site at the Subcontractor's expense on a daily basis. A designated maintenance area shall be determined prior to beginning of work between Pulte Land Manager and Subcontractor. Maintenance area shall be used until completion of project, unless otherwise directed by Pulte Land Manager. The maintenance area shall be cleaned by the Contractor and brought back to original condition, prior to leaving the site.
- 14.3 No construction debris, concrete, trees, etc. shall be buried on site without written permission from a Pulte Land Manager.

15.0 Contract Drawings

Contractor shall request the latest set of engineering plans prior to commencement of work. In addition, the Contractor is responsible for sending the latest revisions to the field, and requesting updated plans each week.

The following drawings and specifications are hereby made part of this agreement:

Final Site Development Plans for Naperville Polo Club

16.0 Proposal

- 16.1 The Contractor agrees that the quantities on the attached Schedule "A" accurately reflect the amount of work to be done under this agreement. The total lump sum price will reflect the attached quantities. Quantities must be broken down by Phase and Product type (i.e.: Phase 1- Single Family, Phase 1- Multifamily, Phase 2 -Single Family, Phase 2 - Multifamily...etc.).
- 16.2 The Contractor has submitted a schedule of the completion of this work and agrees to comply with its requirements.
- 16.3 The Contractor shall provide a unit price per lineal foot for the installation of additional silt fence, if requested, and shall be in accordance with the detail on the plans.
- 16.4 The Contractor shall provide a unit price per cubic yard of 3-inch diameter crushed limestone and crushed gravel to be provided and installed in undercut areas.
- 16.5 The Contractor shall furnish a list of machine time, labor time, and material rates that shall be used to determine the cost of extra work on this project.
- 16.6 The Contractor shall supply all equipment, labor, material, and full time competent supervision to complete this contract in the most efficient and

Initials: Pulte _____ Contractor _____

expeditious manner. All workmanship shall be of the best quality. Approximate start date, July 2023.

17.0 General Conditions

- 17.1 The Subcontractor shall perform his work expeditiously and in no way hamper the progress of others that may be working in the immediate area.
- 17.2 The Contractor is expected to perform the scope of work indicated in the attached Schedule A within a (6) six-day workweek. This workweek consists of (5) five (12) twelve-hour days, Monday thru Friday, and (1) one (8) eight-hour day on Saturday
- 17.3 The Contractor shall submit two (2) "as-built" copies of the plans to Pulte within 15 days of completion and prior to final payment. "As-builts" will be drawn on a clean set of plans.
- 17.4 The Contractor shall complete the work in an orderly manner as rapidly as possible to allow the earliest use of the building sites by Pulte, even if it means deployment of additional crews.
- 17.5 If the Contractor, for whatever reason, is unable to maintain the production schedule or to perform the work to the satisfaction of Pulte, then Pulte, after a written notice and a time lapse of three (3) days, may at their discretion bring in another Subcontractor to assist in meeting the particular schedule and the cost for such additional work shall be deducted from the Contractor's contract.
- 17.6 Any ambiguity or duplication shall be brought to the attention of Pulte and only after Pulte's review and verification, will the job be allowed to proceed.
- 17.7 The special provisions, specifications, and the engineering plans are hereby made a part of this contract.
- 17.8 For work necessary in a county, state or township right of way, the Contractor will be responsible for obtaining all Contractor bonds, licenses, etc., pertaining to this contract. This will be done immediately at the time of signing this contract so the installation of the curb and gutter will not be delayed. The Contractor will be responsible for all signage required for safety purposes.
- 17.9 The Contractor must be familiar with the entire area and be fully aware as to the extent of the work necessary to complete this contract.
- 17.10 All pipe and other materials brought on to the site will be stored in those areas as designated by the Pulte Land Manager. Within 3 days of completion of the work, all excess materials will be removed from the site by the Subcontractor or Pulte will pay others to remove these materials at the Subcontractor's expense.
- 17.11 The Contractor further acknowledges that Contractor has agreed to perform all work necessary to provide fully developed areas. For this reason, the Contractor shall not request any additional compensation for any work necessary to complete the work incidental to this contract. All potential conflicts in grade and type of material used must be verified prior to the beginning of the job, and approved by Pulte Land Manager.
- 17.12 Substitutions of materials or methods of construction other than those outlined on the plans and specifications will not be allowed without written permission from the Pulte Land Manager.
- 17.13 Delays caused by "Acts of God" or other causes beyond the control of the Subcontractor shall entitle the Contractor to a reasonable extension of time within which to complete the work, as approved by a Pulte Land Manager.

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- 17.14 "Acts of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomena of nature. Rain, wind, or other natural phenomena of normal intensity for the locality of the Project shall not be construed as an "Act of God" and no extension of time shall be allowed to the Contractor because of effects of such phenomena.
- 17.15 Contractor shall notify the Pulte Land Manager immediately after encountering any existing field tile and shall stop work in the area of the field tile thereby allowing the Pulte representatives to investigate. Contractor shall expose the tile so inverts can be taken. If these steps are not taken, the Contractor will be solely responsible for any and all subsequent repairs and/or damages that may occur.

18.0 Acceptance

- 18.1 The Contractor agrees to repair or replace, at no cost to Pulte, any defective work that is determined to be the Contractor's responsibility. This applies also to any improvements, other than those put in by the Contractor, that have to be repaired or replaced because of the defective work or carelessness of the Contractor.
- 18.2 Contractor is responsible for scheduling Surveyor as-built visits upon completion of each stage. The final as-built visits should be scheduled to be performed immediately after completion of work.
- 18.3 Contractor shall furnish as-built drawings showing locations and volumes of topsoil stockpiles, borrow pits, undercuts, pad elevations and rear yard swale elevations.

19.0 Payment

- 19.1 The Contractor, upon completion of each stage of the work for which payment has been provided hereof, may submit to Pulte a Request for Payment Form. The Subcontractor shall include all itemizations, waivers of lien, and sworn lists as required.

If the Contractor is using Subcontractors, waivers of lien must be provided from those companies prior to any payment is issued.

- 19.2 Ten percent (10%) retention will be held until initial Pulte approval. Initial approval means Pulte must have as-built drawings, an as-built spreadsheet, and a letter from the Engineer stating that the as-builts are with-in complete compliance of the required tolerances (as presented in section 10), and that a Pulte Land Manager has walked the community and approved the improvements. After initial approval is granted, retention will be reduced to three percent (3%). Upon final acceptance (dedication) to the respective municipality or earlier as approved by the Pulte Land Manager, the remaining retention will be released.
- 19.3 No invoices will be paid if they are submitted later than 30 days after the work is completed.
- 19.4 Any additional work performed outside the contract must have a purchase order and approval from the Pulte Land Manager prior to starting the work.
- 19.5 The Contractor agrees that the quantities and unit cost shown on the attached Schedule "A" accurately reflect the work to be completed under this contract. The Contractor after reviewing this contract and all attachments thereto offers to complete all work contained in this agreement for the unit prices as shown on this agreement.
- 19.6 The Subcontractor after reviewing this contract and all attachments thereto, offers to complete all work contained in this agreement for the unit prices shown on this agreement.

Initials: Pulte _____ Contractor _____

PULTE HOME CORPORATION

CONTRACTOR

DATE:

DATE:

Initials: Pulte _____ Contractor _____

Pulte Homes Corporation - Illinois Division UNDERGROUND UTILITIES SPECIFICATIONS

NAPERVILLE POLO CLUB

1.0 Scope of Work

The contractor shall perform the following work on the property known as Naperville Polo Club located in Naperville, Illinois. Work shall consist of but is not limited to the following:

- 1.1 Furnish all materials and install all water mains, tees, hydrant services, and other items necessary to complete the water line installation in accordance with the contract drawings and specifications.
- 1.2 Furnish all material for and install all storm sewer pipes, catch basins, inlets, manholes, special structures, and other items necessary to complete the storm sewer installation in accordance with the contract drawings and specifications.
- 1.3 Furnish all materials for and install all sanitary sewer pipes, manholes, laterals, and other items necessary to complete the sanitary sewer installation in accordance with the contract drawings and specifications.
- 1.4 Contractor to ask for the latest set of engineering drawings prior to commencement of work. In addition, the Subcontractor is responsible for sending the latest revisions to the field, and requesting updated plans each week.

2.0 Field Measurements

- 2.1 Verify that survey benchmark and intended elevations for the work are as shown on drawings.

3.0 Site Preparations

- 3.1 Pulte's engineer / surveyor shall provide double offsets and a center line stake with one hub graded for the structure rim and invert elevations. Hub stakes shall be maintained by the Contractor. Any re-staking caused by Contractor negligence shall be re-staked at the Contractor's expense.
- 3.2 The use of mechanical equipment will be permitted except in locations where its operation will cause damage to trees, buildings, culverts, or other existing property utilities, or structures above or below ground; in all such locations, hand excavating tools and methods shall be used.
- 3.3 Within public right-of-ways, provide required barricades, flashing lights, and other protective devices necessary to safeguard the public in compliance with local agency requirements.

4.0 Excavation

- 4.1 Excavate subsoil required for all utility piping.
- 4.2 The Subgrade for the pipe and/or structures shall be firm, dense and thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact under the feet of workmen. Trench bottoms or subgrade for concrete structures that are otherwise stable, but that become unstable, soft or spongy on top due to construction operations, shall be undercut a minimum of 8 inches. Replacement backfill should consist of tamped bedding material or approved stone or gravel. This work shall be incidental to the price bid for placement of the pipe or structure.
- 4.3 Excavations shall not interfere with normal loading influence plane of foundations.

Initials: Pulte _____ Contractor _____

- 4.4 Remove lumped subsoil, boulders, loose matter, and rock. Hand trim for bell and spigot pipe joints.
- 4.5 Correct unauthorized excavations in accordance with Paragraph 4.4 of this section at no cost to Pulte.
- 4.6 Dewater all utility trenches and excavations as required. Dewatering: consists of removal of water, including rainwater, spring water, and subsurface ground water encountered during course of construction. All dewatering needs including deep wells, are considered incidental to the Contract. The Contractor is responsible for obtaining any information to determine the dewatering needs.
- 4.7 The use of trench boxes if required to minimize trench width or comply with O.S.H.A. regulations shall be considered incidental to the Contract.
- 4.8 Contractor is responsible for notifying the Pulte Land Manager concerning all field tiles encountered during the performance of his work. All tiles shall be left intact and operational. Any tile removed to facilitate the Contractors work shall be repaired and the repair shall be considered incidental to the Contract, if the conflict was depicted on the Engineering Plans.
- 4.9 Any frost ripping that becomes necessary shall be considered incidental to this Contract.

5.0 Installation

5.1 Water main:

- 5.1.a Clean pipe interior of foreign material before lowering into trench and keep clean during laying operations by means of plugs or other acceptable methods. Pipe shall not be laid in water, or when trench or weather conditions are unsuitable for such work. When work is not in progress, close open ends of lines with plugs or other acceptable method to prevent soil or other substances from entering pipe or fittings.
- 5.1.b Any material or labor required to eliminate conflicts between the water main and other utilities, as shown on the Engineering Plans, shall be considered incidental to the Contract.
- 5.1.c All pipes fittings, castings, etc. shall be carefully inspected for defects immediately prior to installation. Any defects, damaged, or unsound material shall be rejected. No materials that are known to be defective shall be incorporated into the work. Materials damaged or discovered to be defective during or after installation shall be immediately removed and replaced with sound materials at the Contractors expense. All defective materials shall be marked and shall be removed from the project site at Contractors expense.
- 5.1.d Water main piping shall be laid true to lines and grade as shown on the drawings. Deflections from straight line or grade, including extending or connecting pipes, shall be made by using manufacturer's standard vertical or horizontal curves or offsets. If alignment requires deflection in excess of above, provide either special bends acceptable to Pulte, or sufficient number of short lengths of pipe to provide angular deflections within limits specified.

5.2 Storm and Sanitary Sewer Systems:

- 5.2.a All pipes fittings, castings, etc. shall be carefully inspected for defects immediately prior to installation. Any defects, damaged, or unsound material shall be rejected. No materials that are known to be defective shall be incorporated into the work. Materials damaged or discovered to be defective during or after installation shall be immediately removed and replaced with sound materials at the Contractors expense. All defective materials shall be marked and shall be removed from the project site at Contractors expense.

Initials: Pulte _____ Contractor _____

- 5.2.c Clean pipe interior of foreign material before lowering into trench and keep clean during laying operations by means of plugs or other acceptable methods. Pipe shall not be laid in water, or when trench or weather conditions are unsuitable for such work. When work is not in progress, close open ends of lines with plugs or other acceptable method to prevent soil or other substances from entering pipe or fittings.

6.0 Backfilling

- 6.1 Do not backfill over wet, frozen, or unstable (spongy) subgrade surfaces.
- 6.2 Place and compact backfill material in continuous layers (lifts) not exceeding 12 inches, loose measure, with each lift densified to the following specifications:
- a) Within roadways: compact granular fill material to a Minimum of 95.0 percent of maximum dry density in accordance with ASTM D-1557 modified laboratory procedure.
 - b) Within landscape areas, driveways and sidewalks: compact native fill material to a Minimum of 90.0 percent of maximum dry density in accordance with ASTM D-1557 modified laboratory procedure.
 - c) Within parkways, Contractor shall place granular fill material per the terms of 6.3a when trench excavations are located within the roadway zone of influence as determined by sloping down from the bottom back edge of the curb at a 1:1 slope until such point that the zone of influence intersects the edge of the trench closest to the roadway.
- 6.3 Materials:
- a) Within roadways: only crushed stone conforming to IDOT FA-6, CA-6 or CA-7 maybe used as trench backfill; as specified in the Final Engineering plans.
 - b) Within landscape areas, driveways and sidewalks: native trench spoils can be used to bring the trenches to final subgrade elevations; unless otherwise specified in the Final Engineering plans.
- 6.4 Maintain the fill material to within 3 percent of its optimum moisture content (ASTM D-1557) to attain required compaction density.
- 6.5 All "sewer spoils" from the trenching operations will be left graded flat within the right-of-way or side/rear yard easement ONLY. Relocation of trench spoils is not included in this Work.
- 6.6 Repair of any failures in street pavement or curb and gutter caused by settlement of any utility trench shall be the responsibility of Contractor.

7.0 Field Quality Control

- 7.1 Allow testing service as approved by a Pulte Land Manager to inspect and approve the bottom of trench excavations and approve each lift of fill before further backfill or construction work is performed as necessary.
- 7.2 If in the opinion of Pulte Land Manager, based on testing service reports and inspection, subgrades or fills that have been placed are below specified density during or after placement, the Subcontractor shall perform additional compaction or remove and replace as necessary until the specified density is obtained at no additional expenses to Pulte.
- 7.3 Contractor shall be responsible for arranging and conducting all necessary inspections and tests for the sewers and water mains at no cost to Pulte. The Contractor shall perform all testing and comply with all requirements noted on the Plans and in the Specifications, the IEPA, the applicable Sanitary District, and

Initials: Pulte _____ Contractor _____

the applicable municipality. Copies of all test results shall be given to Pulte as the work progresses.

8.0 Tolerances

- 8.1 Water main: Install all structures, i.e. b-boxes, valve vaults, fire hydrants, and main line to within 0.1 feet of the design elevations as presented on the engineering drawings.
- 8.2 Storm Sewer: Install all structures, i.e. inverts, rim elevations, flared end sections (FES), and main line to within 0.1 feet of the design elevations as presented on the engineering drawings.
- 8.3 Sanitary Sewer: Install all structures, i.e. inverts, rim elevations, and main line to within 0.1 feet of the design elevations as presented on the engineering drawings.

9.0 Structure Protection

- 9.1 All above ground structures will be clearly marked with a wooden stake at least 4" x 4" in size securely driven into the ground. These stakes are to protrude a minimum of four (4) feet out of the ground and be sprayed with a brightly colored paint. Specify colors per utility: Sanitary – Green, Storm – Orange, etc.
- 9.2 All "B" box sewer service terminations are to be clearly marked as in Paragraph 9.1 above. However, the water services will be painted blue.
- 9.3 All 4" x 4" stakes to have lot numbers clearly marked.
- 9.4 All utility crossings to be marked for each utility service. Utility crossing pipe is to be extended a minimum of 5' beyond back of curb.

10.0 Clean Up/Hazardous Waste

- 10.1 The Contractor shall provide all labor and equipment necessary to remove all debris generated as a result of this contract and shall dispose of this debris off site, unless directed otherwise by the Pulte Land Manager.
- 10.2 No hazardous waste shall be disposed of on the site. All fuel, oil and filters, etc. shall be disposed of offsite at the Contractor's expense on a daily basis. A designated maintenance area shall be determined prior to beginning of work between Pulte Land Manager and Contractor. Maintenance area shall be used until completion of project, unless otherwise directed by Pulte Land Manager. The maintenance area shall be cleaned by the Contractor and brought back to original condition, prior to leaving the site.
- 10.3 No construction debris, concrete, trees, etc. shall be buried on site.

11.0 Contract Drawings

The following drawings and specifications are hereby made part of this agreement:

Drawings and specifications titled Final Engineering for Naperville Polo Club dated 06/06/23.

12.0 Proposal

- 12.1 The Contractor agrees that the quantities on the attached Schedule "A" accurately reflect the amount of work to be done under this agreement. The total lump sum price will reflect the attached quantities.
- 12.2 The Contractor has submitted a schedule of the completion of this work and agrees to comply with its requirements. The schedule shall include all testing such as air test, mandrel, video of pipe, and chlorinating.

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- 12.3 The Contractor shall supply all equipment, labor, material, and full-time competent supervision to complete this contract in the most efficient and expeditious manner. All workmanship shall be of the best quality. Approximate start date, August 1, 2023.
- 12.4 Contractor shall notify the Pulte Land Manager if any discrepancies or conflicts are discovered that are not noted on the Engineering Plans. Work shall not commence to resolve the conflict until Contractor receives authorization from the Pulte Land Manager to proceed.

13.0 General Conditions

- 13.1 The Subcontractor shall perform his work expeditiously and in no way hamper the progress of others that may be working in the immediate area.
- 13.2 The Contractor is expected to perform the scope of work indicated in the attached Schedule A within a (5) five-day workweek. This workweek consists of (5) five (10) ten-hour days, Monday thru Friday.
- 13.3 The Contractor shall complete the work in an orderly manner as rapidly as possible to allow the earliest use of the building sites by Pulte, even if it means deployment of additional crews.
- 13.4 For work necessary in a Village, City, County, State or Township right of way, the Contractor will be responsible for obtaining all bonds, licenses, etc., pertaining to this contract. This will be done immediately at the time of signing this contract so the installation of the curb and gutter will not be delayed. The Contractor will be responsible for all signage required for safety purposes.
- 13.5 The Contractor shall maintain reasonable drainage of critical areas continuously. Any pumping and/or drying of low areas will be considered incidental to this contract. The R.O.W. and/or roadway areas must be regarded on a daily basis to provide for positive drainage. No standing water on roadways caused by this work will be permitted. Repairs to the pavement areas caused by a lack of positive drainage shall become the responsibility of the Contractor.
- 13.6 All pipe and other materials delivered to the site will be stored in those areas as designated by the Pulte Land Manager. Within 3 days of completion of the work, all excess materials will be removed from the site by the Contractor or Pulte will pay others to remove these materials at the Contractor's expense.
- 13.7 Contractor shall, during the progress of the work, keep an accurate record of all changes and corrections of the layouts as shown on the drawings. Contractor shall indicate on record drawings a measured distance along the pipes to locate each valve, valve box, corporation stop, bend, service wye, or other appurtenance so that they may be located in the event they are covered over. Contractor shall submit to Pulte, a record set of plans (typically the master utility sheet) noting this as-built information at no cost to Pulte.
- 13.7a Contractor shall measure and record all sanitary wye locations from the closet downstream manhole. This as-built documentation shall be submitted in tabular format with data arranged by sequential ascending lot numbering. The table shall list lot number, nearest downstream manhole and distance of wye from the manhole, riser height if applicable, length of service, and a remarks column shall indicate degree and location of horizontal bends along service. The cost of this work shall be considered incidental to the contract
- 13.7b Contractor shall tape and record all: sanitary sewer service stub termination points and B-box locations as work progresses. Dimensions shall be referenced to two fixed objects such as manholes and fire hydrants. This as-built documentation shall be submitted in tabular format with data arranged by sequential ascending lot numbering. The table shall list the lot number, identify the fixed object, and the distance to each fixed object. The two fixed objects

Initials: Pulte _____ Contractor _____

shall be chosen so that the angle between them is in the (60) to (140) degree range. The cost of this work shall be considered incidental to the contract.

- 13.8 The Contractor is responsible for cleaning the streets on a daily basis, if necessary, of all mud, rock, etc. that is caused by the execution of this contract. The existing Village, County and State roads are to be kept broom clean. All roads are to be cleaned with machinery in compliance with all governing agencies having jurisdiction.
- 13.9 Substitutions of materials or methods of construction other than those outlined on the plans and specifications will not be allowed without written permission from the Pulte Land Manager.
- 13.10 Adjust all manholes, inlets, hydrants and other items to within .10 feet of final grade regardless of the timing of the adjustment. Pulte will provide as-built survey documentation to the Contractor and the required adjustments shall be completed within 5 working days. All curb line structures and all structures located within roadways shall be adjusted immediately after the curb line hubs are staked and prior to the installation of the curb.
- 13.11 Obtain acceptance of the sanitary, storm, and water installation from Pulte Homes, design engineer, and all governing agencies having jurisdiction.
- 13.12 Copies of results of soil borings and reports are attached as a guide for understanding the site. However, Pulte does not assume responsibility that during construction the soil and groundwater condition may be different than indicated on the reports. If the Subcontractor deems necessary, any additional borings, explorations, and observations to determine soil and groundwater conditions will be incidental to the contract.
- 13.13 The Subcontractor shall call J.U.L.I.E. and have utilities located prior to commencement of any work.
- 13.14 Delays caused by "Acts of God" or other causes beyond the control of the Subcontractor shall entitle the Subcontractor to a reasonable extension of time within which to complete the work, as approved by a Pulte Land Manager.
- 13.15 "Acts of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomena of nature. Rain, wind, flood, or other natural phenomena of normal intensity for the locality of the Project shall not be construed as an "Act of God" and no extension of time shall be allowed to the Subcontractor because of effects of such phenomena.
- 13.16 Contractor agrees to exercise extreme care and cooperate fully with the Pulte so as not to disturb any silt fencing on the site. Any silt fence that is disturbed or removed by the Contractor in order to perform his work shall be reset and or restored to its original condition at no cost to the Pulte. Restoration of silt fence shall be performed immediately after the Contractor's work is completed in the affected area.
- 13.17 Trees, shrubbery, and other landscaping identified on the plans to remain shall be protected from harm. The Contractor shall replace any damaged items at no cost to the Pulte.
- 13.18 **Contractor shall not drive equipment or vehicles across completed building pads.** Any building pad damaged by the Contractor will be repaired at the Contractor's expense.
- 13.19 Any control points or building corner stakes damaged by Contractor shall be reset at the Contractor's expense.

14.0 Acceptance

Initials: Pulte _____ Contractor _____

- 14.1 The Subcontractor agrees to repair or replace, at no cost to Pulte, any defective work that is determined to be the Subcontractor's responsibility. This applies also to any improvements, other than those put in by the Subcontractor, that have to be repaired or replaced because of the defective work or carelessness of the Subcontractor.
- 14.2 Subcontractor is responsible for scheduling Surveyor as-built visits upon completion of each stage. The final as-built visits should be scheduled to be performed immediately after completion of work.

15.0 Payment

- 15.1 Ten percent (10%) retainage will be held until initial Pulte approval. Initial approval means Pulte must have as-built drawings, an as-built spreadsheet, and a letter from the Engineer stating that the as-builts are with-in complete compliance of the required tolerances and that a Pulte Land Manager has walked the community and approved the improvements. After initial approval is granted, retainage can be reduced to three percent (3%). Retainage can be reduced to 0% approximately one year after initial approval is granted provided that no latent defects exist and all punch list items related to material or workmanship are complete. Pulte reserves the right to retain the retainage per the terms of the Master Land Trade Contractor Agreement.
- 15.2 Any additional work performed outside the contract must have a purchase order and approval from the Pulte Land Manager prior to starting the work.
- 15.3 The Subcontractor after reviewing this contract and all attachments thereto, agrees to complete all work contained in this agreement for the unit prices shown on this agreement.
- 15.4 The Subcontractor agrees that the quantities and unit cost shown on the attached Schedule "A" accurately reflect the work to be completed under this contract. The Subcontractor after reviewing this contract and all attachments thereto offers to complete all work contained in this agreement for the unit prices as shown on this agreement.
- 15.5 Each payment request shall be accompanied by a colored drawing indicating exactly what is being invoiced. The following colors shall be utilized: sanitary (red), water main (blue), and storm (green). Second and subsequent drawings shall indicate previously invoiced work with (orange) for all utilities.

PULTE HOME CORPORATION

CONTRACTOR

DATE:

DATE:

Initials: Pulte _____ Contractor _____

QUICK COUPLERS

The sturdy red brass and stainless steel construction of Quick Couplers strengthens any project.

KEY BENEFITS

- 100% interchangeable with major brands
- Red brass and stainless steel construction
- Heavy-duty thermoplastic locking and non-locking covers
- Optional winged stabilization and Acme key connection
- Stainless steel lug on 1" and 1¼" keys
- Spring-loaded covers with stainless steel springs for positive closing and protection of valve's sealing components
- Warranty period: 5 years
- See the SnapLok combo kit



Quick Couplers

QUICK COUPLER, KEY, AND HOSE SWIVEL CHARTS

| Model | Inlet Threads | Slots | Body | Color* | Locking | Key | Swivels |
|--------------|---------------|-------|----------------|--------|---------|--------|--------------|
| HQ-3-RC | ¾" | 2 | 1-piece | Yellow | No | HK-33 | HS-0 |
| HQ-33-DRC | ¾" | 2 | 2-piece | Yellow | No | HK-33 | HS-0 |
| HQ-33-DLRC | ¾" | 2 | 2-piece | Yellow | Yes | HK-33 | HS-0 |
| HQ-44-RC | 1" NPT | 1 | 2-piece | Yellow | No | HK-44 | HS-1 or HS-2 |
| HQ-44-LRC | 1" NPT | 1 | 2-piece | Yellow | Yes | HK-44 | HS-1 or HS-2 |
| HQ-44-RC-AW | 1" NPT | Acme | 2-piece wing** | Yellow | No | HK-44A | HS-1 or HS-2 |
| HQ-44-LRC-AW | 1" NPT | Acme | 2-piece wing** | Yellow | Yes | HK-44A | HS-1 or HS-2 |
| HQ-5-RC | 1" NPT | 1 | 1-piece | Yellow | No | HK-55 | HS-1 or HS-2 |
| HQ-5-LRC | 1" NPT | 1 | 1-piece | Yellow | Yes | HK-55 | HS-1 or HS-2 |

Notes:

* All locking cover models are available with purple covers for reclaimed water applications.

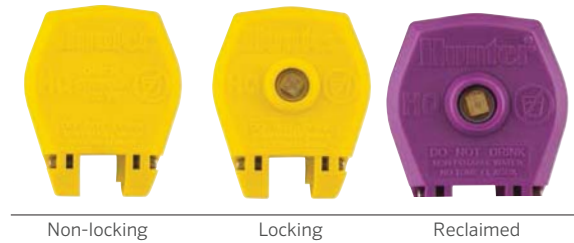
** Anti-rotation stabilization wings.



HQ-3-RC HQ-5-RC HK-33



HQ-33-DLRC-R HQ-44-LRC HK-44



Non-locking Locking Reclaimed



HQ-44-LRC-AW-R HK-44A



HLK

Reclaimed Water Option

All locking models have an optional purple cover for sites using reclaimed water.

EXHIBIT D

QUICK COUPLER – SPECIFICATION BUILDER: ORDER 1 + 2 + 3

| 1 Model | 2 Cover Options | 3 Additional Options |
|---|---|---|
| HQ-3 = ¾" inlet, 1-piece body, 2 slots HQ-5 = 1" inlet, 1-piece body, 1 slot HQ-33-D = ¾" inlet, 2-piece body, 2 slots HQ-44 = 1" inlet, 2-piece body, 1 slot or Acme key socket | RC = Yellow rubber cover LRC = Yellow locking rubber cover <i>(Not available for HQ-3 body)</i> | (blank) = No option AW = Acme key with anti-rotation wings <i>(Only available for HQ-44 body)</i> R = Purple locking cover <i>(reclaimed water ID; only available for LRC models)</i> |

Examples:

HQ-3-RC = HQ-3 valve with rubber cover

HQ-44-LRC = HQ-44 valve with locking rubber cover

HQ-44-LRC-R = HQ-44 valve with locking rubber cover and reclaimed water ID

HQ-44-LRC-AW-R = HQ-44 valve, with locking rubber cover, Acme key socket with anti-rotation wings and reclaimed water ID

KEYS

| Model | Compatible Valve | Compatible Swivel |
|-----------------------------------|------------------|-------------------|
| HK-33 = ¾" valve, ¾" key inlet | HQ-3, HQ-33 | HS-0 |
| HK-44 = 1" valve, 1" key inlet | HQ-44 | HS-1, HS-2 |
| HK-44A = 1" valve, Acme key inlet | HQ-44-AW | HS-1, HS-2 |
| HK-55 = 1" valve, 1¼" key inlet | HQ-5 | HS-1, HS-2 |

HS HOSE SWIVELS

| Model | Compatible Key |
|---------------------------------|----------------------|
| HS-0 = ¾" inlet, ¾" hose outlet | HK-33 |
| HS-1 = 1" inlet, ¾" hose outlet | HK-44, HK-44A, HK-55 |
| HS-2 = 1" inlet, 1" hose outlet | HK-44, HK-44A, HK-55 |

HQ PRESSURE LOSS IN PSI

| Flow (GPM) | HQ-3 | HQ-33 | HQ-44 | HQ-5 |
|------------|------|-------|-------|------|
| 5 | 0.8 | 1.0 | | |
| 10 | 1.8 | 2.0 | | |
| 15 | 4.1 | 4.3 | 2.2 | |
| 20 | 7.2 | 7.6 | 4.4 | 1.0 |
| 30 | | | 11.5 | 3.0 |
| 40 | | | | 6.3 |
| 50 | | | | 9.2 |
| 60 | | | | 13.0 |
| 70 | | | | 19.8 |



HS-0

HS-1

HS-2

Pulte Homes Corporation - Illinois Division
CURB & GUTTER SPECIFICATIONS
NAPERVILLE POLO CLUB

1.0 Scope of Work

The Contractor shall perform the following work on the property known as Naperville Polo Club located in Naperville, Illinois. The work shall consist of but is not limited to the following:

- 1.1 Furnish and install all curb and gutter per plan. This includes any required joint sealer or continuous re-bar if required.
- 1.2 The Contractor shall supply all equipment, labor, material, and full-time competent supervision to complete this contract in the most efficient and expeditious manner. All workmanship shall be of the best quality. Work to be completed in accordance with latest drawings by CEMCON, Ltd. dated 06/06/23.
- 1.3 The Contractor shall call J.U.L.I.E. and have utilities located prior to commencement of any work.
- 1.4 The applicable sections of the latest revision of the Illinois Department of Transportation (IDOT), "Standard Specifications for Road and Bridge Construction" shall apply to all work unless specified otherwise in the applicable engineering plans.

2.0 Submittals

- 2.1 Submit shop drawings for concrete mix design, reinforcement materials classifications, joint fillers, curing compounds, and sealants.
- 2.2 Contractor shall supply Pulte Homes with concrete mix designs for curb and gutter. Mix designs shall include quantities and sources of all aggregates, cement, and admixtures to be used (NO fly ash is permitted). Mix designs shall be certified by a licensed testing laboratory regularly engaged in designing and testing concrete for exterior use. Test results for mix designs to be used shall be within the past 12 months.
- 2.3 Submit manufacturer product data with application and installation instructions for admixtures, curing compounds, and expansion joint fillers.

3.0 Quality Assurance

- 3.1 Pulte will retain a testing laboratory to perform material evaluation tests. Concrete shall be supplied and placed in compliance with applicable requirements of authorities having jurisdiction. All concrete shall also be placed in accordance with all ACI requirements.

4.0 Concrete Materials

- 4.1 Concrete: Ready Mix Concrete conforming to ASTM C-94
- 4.2 Portland Cement: ASTM C 150, Type 1 (fly ash shall not be used).
- 4.3 Admixtures: Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

Initials: Pulte _____ Contractor _____

- 4.4 Do not use calcium chloride in concrete. Do not use admixtures containing calcium chloride.
- 4.5 Anti-Spalling Compound: 50 percent (by volume) boiled linseed oil and 50 percent (by volume) mineral spirits, complying with AASHTO M-233.
- 4.6 Curing Compound: Complying with ASTM C 309, Type I, class A unless otherwise accepted to Pulte. Apply at a rate of 200 square feet per gallon. Color shall be clear.

5.0 Concrete Mix, Design, and Testing

- 5.1 Comply with requirements of ACI for concrete mix design, sampling, testing, quality control, and as herein specified.
- 5.2 Contractor to use only 6.1 curb mix as specified by IDOT, unless Pulte Representative requests otherwise.
- 5.3 Design mix to project normal-weight concrete consisting of Portland cement, aggregate, air-entraining admixture, and water to produce the following properties:
 - 1) Compressive strength: 3,500 psi, minimum at 14 days, unless otherwise indicated.
 - 2) Air content: 5 percent \pm 1 percent.
 - 3) Slump: 0-1 inch maximum for Automatic Machines. 3 inch for hand formed concrete.
- 5.4 Perform sampling and testing for field quality control during placement of concrete as follows:
 - 1) Slump test: One (1) test for the first truck load and every 50 cubic yards thereafter in accordance with ASTM C 143.
 - 2) Air Content: One (1) test for the first truckload and every 100 cubic yard thereafter in accordance with ASTM C 231.
 - 3) Compressive Strength: ASTM C 39; One (1) set of 5 compressive strength cylinders for each 100 cubic yards placed each day, of each mix design, or not less than one (1) set of cylinders for each day of pour. One specimen tested at 7 days, 2 specimens at 28 days, and two on hold for testing as directed by Pulte.

6.0 Concrete Placement

- 6.1 Comply with general requirements of ACI for mixing and placing concrete and as in herein specified.
- 6.2 Do not place concrete until the base has been checked for line and grade. Moisten base if required to provide a uniform dampened condition at time of concrete placement. Do not place concrete around manholes or other utility structures until they are at required finish elevation and alignment.
- 6.3 Moving structures by the Contractor of this contract is prohibited. It is the responsibility of the Contractor of this contract to check all structures elevations prior to concrete placement. If it was found that the structures are not to the design elevation, the Contractor shall contact a Pulte representative prior to commencement of work.
- 6.4 Transport and place concrete not more than 90 minutes after water has been added to the dry ingredients.

Initials: Pulte _____ Contractor _____

- 6.5 Deposit and spread concrete in a continuous operation between expansion joints. If interrupted for more than ½ hour, place a construction joint.
- 6.6 For automatic curb machines, Placement must produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.
- 7.0 Cold Weather Placement:** Protect all concrete work from physical damage or reduced strength, which could be caused by frost, freezing action, or low temperatures, in full compliance with ACI 306.
- 8.0 Hot Weather Placement:** When hot weather conditions exist, that would impair the quality and strength of concrete, place concrete in full compliance with ACI 305.
- 9.0 Curing**
- 9.1 Protect and cure finished concrete. Use Curing Compound immediately after finishing or approved moist-curing methods.
- 9.2 A second coat of curing and sealing compound may be used or an anti-spalling compound applied over concrete cured by continuous moist curing. Apply compounds to concrete surfaces no sooner than 28 days after placement, to clean, dry, free of oil, soil, or other foreign material. Apply curing compound at a maximum coverage rate of 300 square feet per gallon. Apply anti-spalling compound in two sprayed applications. First application at a rate of 40 square yards per gallon; second application, 60 square yard per gallon. Allow complete drying between applications.
- 10.0 Repair and Protection**
- 10.1 Repair or replace broken or defective concrete, as directed by Pulte.
- 11.0 Fine Grading**
- 11.1 The Contractor shall be responsible for fine grading the subgrade for the installation of curb and gutter. Trimming stone base is required to set curb at proper height.
- 12.0 Clean Up/Hazardous Waste**
- 12.1 The Contractor shall provide all labor and equipment necessary to remove all debris generated as a result of this contract and shall dispose of this debris off site, unless directed otherwise by Pulte in writing.
- 12.2 No hazardous waste shall be disposed of on the site. All fuel, oil and filters, etc. shall be disposed of off site at the Subcontractor's expense on a daily basis. A designated concrete wash out area shall be determined prior to the beginning of work between the Contractor and Pulte Representative. The wash out area shall be utilized until completion of work. Contractor shall provide acceptable concrete washout container complying with IEPA regulations and the current Illinois Urban Manual details. Contractor shall immediately remove the concrete washout container and waste from the site following completion of their work.
- 12.3 The Contractor shall provide MSDS sheets to Pulte Homes prior to commencement of work.
- 13.0 Contract Drawings**

Initials: Pulte _____ Contractor _____

The following drawings and specifications are hereby made part of this agreement:

Drawings and specifications titled Naperville Polo Club, dated 06/06/23.

14.0 Proposal

- 14.1 The Contractor agrees that the quantities on the attached Schedule "A" accurately reflect the amount of work to be done under this agreement. The total lump sum price will reflect the attached quantities.
- 14.2 The Contractor shall furnish a list of machine time, labor time, and material rates that shall be used to determine the cost of extra work on this project.
- 14.3 The Contractor shall furnish a lineal foot rate for removal and replacement of curb/gutter with all removed concrete to be hauled offsite at time of repair. No damage shall be done to the asphalt during removal and replacement.
- 14.4 The Contractor shall furnish a concrete separation (12-inch) "bulk head" between the asphalt and pavers to street finish grade height. This may require one additional move to the site over and above the two trips.
- 14.5 Any discrepancies or conflicts on the Engineering Plans, quantities or Specifications that shall be discovered by the Contractor, either prior to awarding or after the award of the Contract, the Contractor shall notify the Engineer, and Pulte Homes Representative verbally and in writing before commencing work.

15.0 General Conditions

- 15.1 The Contractor shall perform his work in an expeditious manner and in no way hamper the progress of others that may be working in the immediate area.
- 15.2 The Contractor shall Complete the work in an orderly manner as rapidly as possible so as to allow the earliest use of the building site by Pulte Homes.
- 15.3 If the Contractor, for whatever reason, is unable to maintain the production schedule or to perform the work to the satisfaction of Pulte, then Pulte, after a written notice and a time lapse of three (3) days, may at their discretion bring in another Contractor to assist in meeting the particular schedule and the cost for such additional work shall be deducted from the Contractor's contract.
- 15.4 Any ambiguity or duplication shall be brought to the attention of Pulte and only after their review and verification will the work be allowed to proceed.
- 15.5 The special provisions, specifications, grading plan, and engineering drawings are hereby made part of this contract.
- 15.6 This contract remains firm and supersedes all others, verbal or written.
- 15.7 All material brought on to the site will be stored in those areas designated by the Pulte Representative. At the completion of the work, the Contractor will remove all excess material from the site.
- 15.8 For work necessary in a county, state or township right of way, the Contractor will be responsible for obtaining all bonds, licenses, etc., pertaining to this contract. This will be done immediately at the time of signing this contract so the installation of the curb and gutter will not be delayed. The Contractor will be responsible for all signage required for safety purposes.
- 15.9 All curb and gutter will be installed as per the referenced plans and specifications as part of this contract. All City, County, and State specifications will be adhered to in the installation of this work with all costs merged into unit prices.

Initials: Pulte _____ Contractor _____

- 15.10 Re-bar shall be placed at all trench crossings. The number, size, and length will be according to local code with all costs to be included in unit prices.
- 15.11 The curb is to be placed on a suitable sub-base. The Contractor shall grade the curb line, which shall be left one (1) to two (2) inches high for planing with curb machine. Others will do back fill.
- 15.12 Substitutions of materials or methods of construction other than those outlined on the plans and specifications will not be allowed without written permission from the Pulte Land Manager.
- 15.13 The Contractor will print neatly on the top of the curb an "S," "W," and "X" to mark the locations of sanitary stubs for each unit, B-boxes for each unit and utility crossings respectively.
- 15.14 The Contractor is responsible for cleaning the streets on a daily basis, if necessary, of all mud, rock, etc. that is caused by the execution of this contract. The existing Village, County and State roads are to be kept broom clean. All roads are to be cleaned with machinery in compliance with all governing agencies having jurisdiction.
- 15.15 Delays caused by "Acts of God" or other causes beyond the control of the Contractor shall entitle the Contractor to a reasonable extension of time within which to complete the work as approved by Pulte Representative.
- 15.16 "Acts of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomena of nature. Rain, wind, flood, or other natural phenomena of normal intensity for the locality of the Project shall not be construed as an "Act of God" and no extension of time shall be allowed the Contractor because of effects of such phenomena.
- 15.17 The Contractor has familiarized himself with the entire site and is fully aware as to the extent of work necessary to complete the curb and gutter.

16.0 Acceptance

- 16.1 The Contractor agrees to repair or replace, at no cost to Pulte, any defective work that is determined to be the Contractor's responsibility. This applies also to any improvements, other than those put in by the Contractor, that have to be repaired or replaced because of the defective work or carelessness of the Contractor.

17.0 Guarantee

The Contractor agrees to guarantee his material and workmanship for a period of 24 months after Authorities having jurisdiction final acceptance of the work as a whole. During the guarantee period, the Contractor agrees to repair or replace any defective or substandard work that is determined by Pulte and/or Authorities having jurisdiction to be the Contractor's responsibility.

18.0 Payment

- 18.1 The Contractor, upon completion of each stage of the work for which payment has been provided hereof, may submit to Pulte a Request for Payment Form. The Contractor shall include all itemizations, waivers of lien, and sworn lists as required.

If the Contractor is using Subcontractors, waivers of lien must be provided from those companies prior to any payment is issued.

Initials: Pulte _____ Contractor _____

- 18.2 Ten percent (10%) retention will be held until initial Pulte approval. Initial approval means Pulte must have as-built drawings, a Pulte Land Manager has walked the community and have the municipalities approval. After initial approval is granted, retention will be reduced to three percent (3%). Upon final acceptance (dedication) to the respective municipality, the remaining retention will be released.
- 18.3 No invoices will be paid if they are submitted later than 30 days after the work is completed.
- 18.4 Any additional work performed outside the contract must have a purchase order and approval from the Pulte Land Manager prior to starting the work.
- 18.5 The Contractor agrees that the quantities and unit cost shown on the attached Schedule "A" accurately reflect the work to be completed under this contract. The Subcontractor after reviewing this contract and all attachments thereto offers to complete all work contained in this agreement for the unit prices as shown on this agreement.
- 18.6 The Contractor after reviewing this contract and all attachments thereto, offers to complete all work contained in this agreement for the unit prices shown on this agreement.

PULTE HOME CORPORATION

PULTE HOME CORPORATION

DATE:

DATE:

Initials: Pulte _____ Contractor _____

Pulte Homes Corporation - Illinois Division
PAVING SPECIFICATIONS
NAPERVILLE POLO CLUB

1.0 Scope of Work

The Contractor shall perform the following work for Pulte Homes in the development known as Naperville Polo Club located in Naperville, Illinois. The work shall consist of but is not limited to the following:

- 1.1 Fine grading of roadway area for the installation of aggregate base course material.
- 1.2 Furnish and install base course material.
- 1.3 Furnish and install BAM, binder, and surface course.
- 1.4 Guarantee all work.
- 1.5 Contractor to ask for the latest set of engineering drawings prior to commencement of work. In addition, the Contractor is responsible for sending the latest revisions to the field, and requesting updated plans each week.
- 1.6 The applicable sections of the latest revision of the Illinois Department of Transportation (IDOT), "Standard Specifications for Road and Bridge Construction" shall apply to all work unless specified otherwise in the applicable engineering plans.

2.0 Subgrade Inspection

- 2.1 Examine the subgrade surface and elevations on which base materials and hot mix asphalt pavement shall be installed. Notify the Pulte Land Manager in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Pulte and Site Consultant.
- 2.2 Prior to commencement of any work, the paving Contractor shall examine the subgrade and verify that the elevation is within 0.1 feet of final design for acceptance. Upon acceptance, the paving Contractor will then assume all responsibility for subgrade preparation and base course quantities that may be needed.

3.0 Surface Preparation

- 3.1 Pulte shall provide one (1) complete set of alignment and grade hubs typically (4') from back of curb for all pavement construction on fifty foot (50') centers.
- 3.2 Contractor shall fine grade and compact the roadway subgrade prior to the placement of aggregate. Contractor shall proof roll the subgrade with a loaded dump truck in the presence of the municipal inspector, the geotechnical engineer, and Pulte prior to the placement of aggregate. Areas determined to be unstable for road construction shall be undercut and replaced with suitable clay/ or aggregate per the recommendations of the geotechnical engineer. The cost to undercut the roadway is not considered incidental to this contract.

4.0 Aggregate Placement

- 4.1 Spread aggregate base course over prepared subgrade to the total compacted thickness specified on the plans. The moisture content of the aggregate base course shall be 2 to 3 percent above the optimum moisture content as determined by ASTM D-1557 (modified) laboratory procedure.

Initials: Pulte _____ Contractor _____

- 4.3 Level and contour surfaces to elevations and gradients indicated on the engineering plans.
- 4.3 Compact placed aggregate base course materials to achieve minimum compaction of 95.0 percent of its maximum dry density (± 2.0 percent from optimum moisture content) in accordance with ASTM D 1557.
- 4.4 Any drying or wetting of stone materials required to meet acceptable compaction criteria is considered incidental to this Contract.
- 4.1 Use mechanical vibrating tamping in areas inaccessible to large mobile compaction equipment.
- 4.2 Contractor shall proof roll the stone base with a loaded dump truck in the presence of the municipal inspector, the geotechnical engineer, and Pulte prior to the placement of asphalt.

5.0 Prime and Tack Coat

- 5.1 Prime Coat: Apply prime coat in accordance with state department of transportation standards.
- 5.2a Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement.
- 5.2b Prior to Tack Coat placement brush clean and vacuum all dust and loose material from the surface accepting tack coat. Excess water that will adversely affect the performance of the tack coat application should be removed.

6.0 Placement/Compaction

- 6.1 Contractor shall place asphalt per the applicable sections of the latest revision of the Illinois Department of Transportation (IDOT), "Standard Specifications for Road and Bridge Construction.
- 6.2 Pulte's geotechnical engineer will test materials placed for compliance with (IDOT) standards at no cost to the Contractor one time. Contractor shall remove/replace deficient work at no cost to Pulte, as determined by Pulte's geotechnical engineer.
- 6.3 Contractor shall immediately repair surface irregularities in finish course behind paving operation. Contractor shall remove/replace paving areas mixed with foreign materials as determined by Pulte.

8.0 Field Quality Control

- 8.1 Thickness Tolerances
 - 1) Asphalt Base Course: Plus or minus 1/8 inch.
 - 2) Asphalt Surface Course: Plus or minus 1/8 inch.
- 8.4 The B.A.M, Binder, and Surface mixtures shall have a minimum density when thoroughly compacted of 93 percent of the theoretical maximum density. The testing service company will be monitoring compaction and placement efforts. Five cores shall be taken, by the Contractor if directed by Pulte, per day of paving, in the presence of a Pulte Land Manager and Testing Laboratory at randomly selected locations, and used to determine density and thickness. The cores shall be submitted to the testing service company for laboratory testing. If any deficiency is noted in the cores or pavement cross section, an amount equal to 110% of the cost required to correct the pavement thickness design cross section will be deducted from any monies owed the Subcontractor until all deficiencies are properly corrected.

Initials: Pulte _____ Contractor _____

8.5 Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area. Surface will not be acceptable if exceeding the following tolerances for smoothness:

1. Asphalt Base Course Surface: ¼ inch.
2. Asphalt Wearing Course Surface: 3/16 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is ¼ inch.

8.6 Check surface areas at intervals as directed by Pulte or the geotechnical engineer. Areas of ponding or standing water in excess of 1/8 inch will not be acceptable. Defective portions of pavement shall be removed as directed by Pulte.

9.0 Contract Drawings

The following drawings and specifications are hereby made part of this agreement:

Drawings and specifications titled Naperville Polo Club dated 06/06/23 & 119th Street Improvements dated 05/23/23.

10.0 Proposal

10.1 The Contractor agrees that the quantities on the attached Schedule "A" accurately reflect the amount of work to be done under this agreement. The total lump sum price will reflect the attached quantities.

10.2 The Contractor must submit a schedule for completion of this work and agrees to comply with its requirements.

10.3 The Contractor shall furnish a list of machine time, labor time, and material rates that shall be used to determine the cost of extra work on this project.

10.4 The Contractor shall supply all equipment, labor, material, and full time competent supervision to complete this contract in the most efficient and expeditious manner. All workmanship shall be of the best quality. Approximate start date, September 1, 2022.

10.5 The Contractor shall furnish a cubic yard rate for providing and installing of 3-inch diameter aggregate in undercuts.

10.6 The Contractor shall furnish a square yard rate for street patching.

10.7 The Contractor shall furnish per ton rate for leveling binder.

10.8 Any discrepancies or conflicts on the Engineering Plans, quantities or Specifications discovered by the Contractor, either prior to awarding or after the award of the Contract, shall be brought to Pulte Homes' attention before work has begun and the proper corrections shall be made.

10.9 All unit pricing includes cleaning, and grinding as required by the Municipality before each layer of asphalt is placed.

11.0 General Conditions

11.1 The Contractor shall perform his work expeditiously and in no way hamper the progress of others that may be working in the immediate area.

11.2 The Contractor shall complete the work in an orderly manner as rapidly as possible to allow the earliest use of the building sites by Pulte, even if it means deployment of additional crews.

Initials: Pulte _____ Contractor _____

- 11.3 The Contractor is expected to perform the scope of work indicated in the attached Schedule A within a (5) five-day workweek. This workweek consists of (5) five (10) ten-hour days, Monday thru Friday.
- 11.4 If the Contractor, for whatever reason, is unable to maintain the production schedule or to perform the work to the satisfaction of Pulte, then Pulte, after a written notice and a time lapse of three (3) days, may at their discretion bring in another Contractor to assist in meeting the particular schedule and the cost for such additional work shall be deducted from the Contractor's contract.
- 11.5 Any ambiguity or duplication shall be brought to the attention of Pulte and only after Pulte's review and verification, will the job be allowed to proceed.
- 11.6 The Contractor must be familiar with the entire area and be fully aware as to the extent of the work necessary to complete this contract.
- 11.7 The Contractor shall maintain reasonable drainage of critical areas continuously. Any pumping and/or drying of low areas will be considered incidental to this contract.
- 11.8 This contract remains firm and supersedes all others, verbal or written.
- 11.9 All materials brought on the site will be stored in those areas designated by the Pulte Land Manager. Within 3 days of completion of the work, all excess materials will be removed from the site by the Contractor or Pulte will pay others to remove these materials at the Contractor's expense.
- 11.10 For work necessary in a county, state or township right of way, the Contractor will be responsible for obtaining all bonds, licenses, etc., pertaining to this contract. This will be done immediately at the time of signing this contract so the installation of the curb and gutter will not be delayed. The Contractor will be responsible for all signage required for safety purposes.
- 11.11 The Contractor shall call J.U.L.I.E. and have utilities located prior to commencement of any work.
- 11.12 The Contractor is responsible for cleaning the streets on a daily basis, if necessary, of all mud, rock, etc. that is caused by the execution of this contract. The existing Village, County and State roads are to be kept broom clean. All roads are to be cleaned with machinery in compliance with all governing agencies having jurisdiction.
- 11.13 Substitutions of materials or methods of construction other than those outlined on the plans and specifications will not be allowed without written permission from the Pulte Land Manager.
- 11.14 The special provisions, specifications, and the engineering plans are hereby made a part of this contract.
- 11.15 Delays caused by "Acts of God" or other causes beyond the control of the Subcontractor shall entitle the Contractor to a reasonable extension of time within which to complete the work, as approved by a Pulte Land Manager.
- 11.16 Acts of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomena of nature. Rain, wind, flood, or other natural phenomena of normal intensity for the locality of the Project shall not be construed as an "Act of God" and no extension of time shall be allowed the Subcontractor because of effects of such phenomena.

12.0 Acceptance

- 12.1 The Contractor agrees to repair or replace, at no cost to Pulte Homes, any defective work that is determined to be the Contractor's responsibility. This

Initials: Pulte _____ Contractor _____

applies also to any improvements, other than those put in by the Contractor, that have to be repaired or replaced because of defective work of the Contractor.

13.0 Guarantee

- 13.1 The Contractor agrees to guarantee Contractor's material and workmanship for a period of 24 months after Municipal final acceptance of the work as a whole. During the guarantee period, the Contractor agrees to repair or replace any defective work that is determined by Pulte and/or the Municipality to be the Contractor's responsibility.

14.0 Payment

- 14.1 The Contractor, upon completion of each stage of the work for which payment has been provided hereof, may submit to Pulte a Request for Payment Form. The Contractor shall include all itemizations, waivers of lien, and sworn lists as required.

Prior to applying for payment, the Contractor may request the Engineer to determine the amount of work completed and attach it to the request for payment. The Contractor must provide partial waivers of lien at the time of payment.

If the Contractor is using subcontractors, waivers of lien must be provided from those companies prior to any payment is issued.

- 14.2 Ten percent (10%) retention will be held until initial Pulte approval. Initial approval means that all base, BAM, and Binder has been installed, the Pulte Land Manager has walked the community and approved the improvements, the pavement crown has been verified by Pulte with the Contractor present, and test reports have been received and confirmed to meet the project specifications. After initial approval is granted, retention will typically be reduced to three percent (3%). Retention will typically be reduced from 3% to 0% approximately 12 months after initial Pulte approval. Any final release of retention is at the discretion of Pulte and can differ from the projected timeframes detailed in this section.
- 14.4 The Contractor agrees that the quantities and unit cost shown on the attached Schedule "A" accurately reflect the work to be completed under this contract. The Contractor after reviewing this contract and all attachments thereto offers to complete all work contained in this agreement for the unit prices as shown on this agreement.
- 14.5 The Contractor after reviewing this contract and all attachments thereto, offers to complete all work contained in this agreement for the unit prices shown on this agreement.
- 14.6 Any additional work performed outside the contract must have a purchase order and approval from a Pulte Land Manager prior to the commencement of work.

Initials: Pulte _____ Contractor _____

PULTE HOME CORPORATION

CONTRACTOR

DATE:

DATE:

Initials: Pulte _____ Contractor _____

SECTION 32 9219
LAWN SEEDING

1.0 GENERAL

1.1 Description

- A. This work consists of complete construction of lawn areas including: finish grading, tilling, cleaning seed bed, seeding, blanket, fertilizing, weed control, and mowing.

1.2 Submittals

- A. One seed tag for each seed type used on the site shall be saved and delivered to the Owner.

2.0 MATERIALS

2.1 Seed

- A. Seed shall be delivered to the site in the original sacks as received from the producer, and each sack shall be tagged in accordance with the agricultural seed laws of the United States and the State of Illinois. Each sack shall be tagged showing the dealer's guarantee as to the year grown, percentage of purity, percentage of germination and the date of the test by which the percentages of purity and germination were determined. All seed sown shall have a date of test within six (6) months of the date of sowing.
- B. Any seed delivered prior to use shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other causes.
- C. The new turf areas shall have a uniform seed mixture of one of the approved mixes listed below or an approved equal:

Field of Dreams Athletic Mixture by National Seed

- 30% Goalkeeper Perennial Ryegrass
- 30% Top Gun Perennial Ryegrass
- 20% Blue Moon Kentucky Bluegrass
- 20% Freedom III Kentucky Bluegrass

- D. The renovation lawn area shall have a uniform seed mixture of one of the approved mixes listed below or an approved equal:

Field of Dream Reseeder Mixture by National Seed

- 25% Accent Perennial Ryegrass
- 25% Caddieshack Perennial Ryegrass
- 25% Blue Chip Kentucky Bluegrass
- 25% Freedom III Kentucky Bluegrass

2.2 Blanket

- A. Blanket shall be excelsior for slopes greater than 1:4 and straw based on slopes less than 1:4. Both shall be weaved to prevent flyaway of fibers. Blanket shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives. Blanket stakes shall be bio-degradable (not metal).

2.3 Fertilizer

- A. Fertilizer shall be Nitrogen, Phosphorous and Potassium in the following mixes:

1. New Seeding Areas:10-24-18 with 30% of nitrogen in slow release formula
2. Over-seed Areas: 22-3-11 with 50% of nitrogen in slow release formula

3.0 EXECUTION

3.1 Seeding Operations

- A. Remove all debris, including large stones, roots and construction materials. Fill all depressions in lawn area with topsoil prior to top dressing operations. No debris may be buried in pits on the site.
- B. Topsoil shall be applied at 6" depth. Topsoil may be blended with sand up to a ratio of 3 parts topsoil to 1 part sand to facilitate application. Contractor shall till; fine grade; remove all clumps, clay, sod clods, and undesirable materials. Seed bed shall be approved by Owner's representative before seeding.
- C. Seed shall be applied at the rates listed below for a dense stand with a Brillion, slit seeder, or other mechanical seeder. For new seeded areas, the entire seed bed area shall be covered with bio-degradable blanket. All seed areas must be completely and uniformly covered. Re-seed areas shall have no blanket applied.

3.2 Seeding Rates

- A. Seed shall be applied at the following rates - except if dormant seeding is completed in late fall, then rates to be doubled:

| Seed | Rate per 1000 square feet |
|--|---------------------------|
| Field of Dreams Athletic Mix | 4.5 pounds |
| Field of Dreams Reseeder Mix (over seed in Spring) | 2.5 pounds |

3.3 Fertilizing

- A. NEW SEEDING AREAS: 1.5 pounds of nitrogen fertilizer shall be applied per 1,000 square feet of turf shall be applied at time of initial seeding. See 2.3 for fertilizer mix. It shall be applied evenly over the planting area.
- B. RESEEDED AREAS: 0.75 pounds of nitrogen per 1,000 square feet shall be applied at time of overseeding, unless another amount is specified on plan. See 2.3 for fertilizer mix.

3.4 Repairs

- A. The Contractor shall be responsible for the repair of any damage to existing lawns, which may result from his work, and such repairs shall be made swiftly in a thorough and workmanlike manner, with minimum inconvenience to the Owner and users of the site. Where lawn areas have been disturbed or damaged, the damaged lawn areas, ruts and depressions shall be cultivated, filled with topsoil, settled to proper grades and seeded. Repairs shall be make to the satisfaction of the Owner or Owner's representative.

3.5 Maintenance

- A. It is the responsibility of the Contractor to maintain all seeded lawn areas; this may include cultivation, reseeding, fertilizing, watering, mowing, and the control of weeds until final acceptance has been granted. The Contractor shall mow the grass to a three -inch (3") height if it reaches a four-inch (4") height any time prior to final acceptance. The Owner's representative shall inspect the conditions of the stand to determine satisfaction or the need to improve the

stand. Satisfaction is based on 95% coverage over the entire new seeding area and over-seed areas. Maintenance shall continue by the Contractor until acceptance has been granted.

3.6 Watering

- A. Watering must be started immediately after the seed is installed. Watering should begin as soon as an area large enough to put down a sprinkler is ready.
- B. Thoroughly soak the seed and the soil under the seed. It should be moist at least 2 inches deep. Corners shall be noted and may need to be hand watered to ensure full coverage.
- C. After the first watering, water enough to keep the soil under the seed moist, but not muddy. In cool weather this may mean watering only every 3 or 4 days. In very hot weather, you may have to water daily. **Do not allow the seed or soil underneath to dry out between waterings.**
- D. In about two weeks the seed should have begun to knit to the soil underneath and the watering can be lessened to once or twice per week depending on the weather conditions.
- E. If an irrigation system is in place, it is the responsibility of the Contractor to ensure that the system is working and is covering all new seed areas. This responsibility continues until the site is turned over to the owner.
- F. Watering shall continue and be maintained by the contractor for at least 30 days beyond substantial completion. It is the contractor's responsibility to meet lawn establishment requirements – additional watering by contractor may be needed.

END OF SECTION

SECTION 32 9300
LANDSCAPING

1.0 GENERAL

1.1 Description

- A. This work consists of supplying and installing plant materials; preparing and placing all topsoil, planting mix, fertilizer, mulch, and related items and furnishing and installing ground cover, perennials, annuals, shrubs, and trees. The Contractor shall be responsible for furnishing all materials, equipment, and labor necessary to complete the work and for maintenance in accordance with the plans and specifications.

1.2 Acceptance

- A. Acceptance of plant material shall be given by the Owner's Representative before plant material is installed and again after installation. Rejected plants shall be immediately removed from the site at the Contractor's expense.
- B. Final inspection of all plantings will be made at the conclusion of the work. The work will be accepted by the Owner upon the satisfactory completion of all work but exclusive of the replacement of plant materials. At the time of final acceptance of the project, all constructed areas must be free of weeds.

1.3 Guarantee Period

- A. The guarantee period for all planting shall begin at the date of written acceptance by the Owner or Owner's representative and shall continue for a period of twelve months.
- B. The Contractor shall replace as weather conditions permit, all plants 1/3 dead or more, and all plants not in a vigorous, thriving condition noted at the end of the guarantee period.
- C. Plants used for replacement shall be of the same size and variety specified in the plant list. Replacement plants shall be furnished, planted and mulched as specified herein and guaranteed for one year following the acceptance of the replacement work at no additional cost to the Owner.

1.4 Utility Responsibility

- A. The Contractor is responsible for damage to underground utilities. All locations shall be checked for the presence of utilities. Call JULIE (Joint Utilities Locating Information for Excavators) toll free at 1-800-892-0123.

2.0 MATERIAL

2.1 Planting Mix

- A. Planting mix shall be 80% topsoil, 10% mushroom compost, and 10% sand. The three shall be mixed thoroughly. Planting mix shall be free of weed seeds.

2.2 Topsoil

- A. Topsoil shall meet technical specification Section 31 2000, Earthwork.

2.3 Mulch

- A. Mulch shall be rough cut and shredded hardwoods cured for a minimum of one year. No color additive. No weeds.

2.4 Plant Material

- A. Plant materials shall be freshly dug vigorous plants of specimen quality, symmetrical, thickly branched, tightly knit plants, true to species and variety and conforming to the measurements specified in the plant list and complying with ANSI Z60.1-2014. All plants shall be free of disease, insect pests, eggs, larva, and shall have healthy, well-balanced root systems. Specified plants of the same species and variety shall be matched specimens from a single block source and shall not be pruned before delivery. Standards for measurement, branching and grading of plant material shall be in conformance with current codes and standards recommended by the American Association of Nurserymen, Inc., as stated in the American Standard for Nursery Stock
- B. Balled and burlapped (BB) plants shall be dug with firm natural balls of earth, with sufficient diameter and depth to include all fibrous and feeding roots. No plants moved with a ball will be accepted if the ball is cracked or broken before or during planting operations.
- C. All plants shall have been grown under climatic conditions similar to those in the locality of the project for at least two years. Plants shall have been transplanted or root pruned at least once in the past three years. No heeled-in plants or plants from cold storage will be accepted.
- D. Substitutions will not be permitted. If proof is submitted that specified plants or sizes are unobtainable, a proposal will be considered for the nearest equivalent size or variety.
- E. All plants shall conform to the measurements specified in the plant list; exceptions are as follows:
 - 1. When size substitutions are necessary, the contractor shall request approval from the Owner's Representative in writing. It is up to the Owner's Representative to approve in writing requested substitutions.

3.0 EXECUTION

3.1 Planting Operations

- A. Weather Conditions: Planting shall be done under favorable weather conditions or as authorized by the Owner's Representative.

3.2 Transportation and Delivery

- A. All plants that cannot be planted immediately on delivery shall be set on the ground or in a trench and the balls well covered with soil, manure or other acceptable material to prevent freezing, drying or over watering conditions. The Contractor shall notify the Owner's Representative at least 48 hours in advance of the anticipated delivery of any plant material for on-site approval.
- B. Plants transported to the site in open vehicles shall be covered with tarpaulins or other suitable covers securely fastened to the body of the vehicles and covered shipments shall be adequately ventilated to prevent overheating of the plants.
- C. All plants shall be kept moist, fresh and protected for the entire period during which the plants are being handled in transit or in temporary storage. No plant shall be so bound with rope or wired at any time as to damage the bark, break branches, or destroy the plant's natural shape.

3.3 Installation

- A. Prior to excavation, the Contractor will stake all trees and mark shrub locations and perennial bed locations for approval of the Owner's Representative.

Whenever the Contractor is in doubt as to the proper location or spacing of plants, he shall request clarification. The Contractor is responsible for stripping sod from proposed planting areas and leveling soil according to drawings and specifications. This is considered incidental to the contract and will not be paid for separately. All planting pits shall be excavated to the full depth of the plant ball or container. The ball top shall be properly set to finished grade. All excavated material not used in the soil mixture or soil backfill shall be removed and legally disposed of off site.

- B. Excavation: The diameter of each planting pit shall be a minimum of twenty-four inches (24") greater than the diameter of the plant ball for trees and large shrubs and twelve inch (12") greater than diameter of small shrubs.
- C. Set plants in center of pits plumb and straight and at such a level that after settlement, the base of the plants will be at the finished grade. Set plants upright and faced to give the best appearance or relationship to each other or adjacent structures.
- D. When balled and burlapped trees are set, compact planting mixture around base of ball to fill all voids. All burlap, ropes and wires shall be removed from the sides and top of balls. No wire or wire baskets shall remain in the ground after planting.
- E. Immediately after the plant pit is back filled, a shallow basin slightly larger than pit shall be formed with a ridge of soil to facilitate watering. Strip sod from around the planting pit to form a six foot (6') diameter circle of bare ground around trees or to form a planting bed for shrubs as shown in the drawings.
- F. All non-turf soil surface in planting areas shall be mulched. Mulch shall be no less than three inches (3") deep, and no greater than four inches (4") deep. Mulch shall not come in contact with trunk of trees.

3.4 Pruning

- A. Each tree and shrub shall be pruned in accordance with standard horticultural practice to preserve the natural character of the plant and in the manner fitting its use in the landscape design.
 - 1. All dead wood or suckers and all broken or badly bruised branches shall be removed.
 - 2. Pruning shall be done with clean, sharp tools.
 - 3. Flowering trees shall be pruned only to remove dead and broken branches or branches that rub.

3.5 Watering and Maintenance

- A. At the time of planting, water is to be applied lightly until six inches (6") to eight inches (8") depth of wetness is met. Every effort shall be made to water from early morning to approximately one (1) hour before mid-day. Where watering systems exists, the Contractor shall utilize the systems in the manner they were intended.
- B. Contractor shall water plant material from the point when it is installed to thirty days after substantial completion is met for the entire project. Watering shall take place so that no less than 1" of water is applied to each plant within any seven day period.
- C. Prior to final acceptance of the project, the Contractor shall inspect the plantings throughout the growing season and take necessary steps to control insect and blight attack. The Contractor shall also inspect the plantings after severe storm

and exercise all corrective measures required to maintain finished quality appearance and good plant vigor.

- D. No pesticides or herbicides shall be applied to any plant material without the approval of the Owner's Representative. Care shall be taken in watering plant material so as not to over water or in any way damage the plants. The Contractor is encouraged to monitor the soil moisture condition frequently and water when necessary to improve the percentage of plant survival. The Owner will not take over watering of plant material until thirty days after substantial completion of the project is met.

3.6 Tree Watering Bags

- A. Slow-Release Irrigation Tree Bag: UV-light-stabilized nylon-reinforced polyethylene sheet manufactured for drip irrigation of plants and emptying its water contents over an extended time period. Provide one bag for each new tree installed, incidental to contract. Contractor shall fill bags with water per manufacturer's recommendations based on tree caliper size and weather demands at the time of installation through 30 days beyond substantial completion.
- B. Tree bags as manufactured by DeWitt Dew Right, Treegator, or approved equal.

END OF SECTION

**SECTION 32 18 23.26
NATURAL ATHLETIC FIELD TURF**

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

A. The provisions of the Contract Documents apply to the work of this Section.

1.2. SUMMARY

A. This Section includes the following:

1. Fine grading and preparing athletic fields
2. Topsoil Placement
3. Soil amendments
4. Fertilizers

1.3. DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Athletic Fields: All areas labeled on the construction drawings as Park District, Multi-Use Fields on the drawings.

1.4. SUBMITTALS

- A. Certification by product manufacturer that the following products supplied comply with requirements:
 1. Seed
 - a. 90 percent Turf-type Fescue consisting of 3 elite varieties and 10 percent 'Baron' Kentucky bluegrass mix, or approved equal.
- B. Installers Qualifications
 1. Provide a list, with references, of the past three projects of a similar magnitude.
- C. Topsoil Amendment Plan.
 1. Provide copies of all topsoil testing reports.
 2. Provide list of amendments proposed for topsoil, including application rates.

1.5. QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer, who has successfully completed lawn and turf establishment projects similar in size and complexity to this project. The installer's primary business (defined as a minimum of 60 percent of total billings) shall be establishment of lawns and turf.
- B. Core and Soil Analysis: Core fields including over run areas – one core per 5,000 SF, to ensure required depth of Topsoil and chemical composition. (Coring of the Fields shall be witnessed by the Owner's Third Party Inspection representative). The placement of Sod operations shall not commence until the requirements of Section 2.1 and Section 3.3 have been verified through the Core and Soil Analysis Quality Assurance.

1.6. DELIVERY, STORAGE, AND HANDLING

- A. Seed: Package all seeds materials to ensure adequate protection against damage and to maintain dormancy during transport, storage or planting operations.

1.7. COORDINATION AND SCHEDULING

- A. Planting Season: Seed between April 1- June 1 or August 15 and October 1.
- B. Weather Limitations: Proceed with planting only when existing and forecast weather conditions are suitable for work.
- C. Athletic Field Planting Schedule:
 - 1. For all Athletic Fields, the Contractor shall have topsoil and seed placed in accordance with this Section.
 - 2. After seeding, Athletic Field surfaces shall be maintained in accordance with 3.6 of this Section.
 - 3. A satisfactory/acceptable stand of grass must be achieved on the Athletic Fields. The Owner's Civil Engineer will verify in writing that the Athletic Fields have a satisfactory/acceptable stand of grass at that time. If a satisfactory/acceptable stand of grass is not achieved on the Athletic Fields by transference the Contractor shall continue to maintain the field in accordance with this Section at no additional cost to the Owner until acceptance is verified by the Owner via the Owner's Civil Engineer.

1.8. LIMITS OF SODDING

- A. Not applicable.

1.9. PAYMENT PROCEDURES FOR ATHLETIC FIELD TURF

- A. Not applicable.

PART 2 - PRODUCTS

2.1. TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 6.0 to 7.0, a minimum of 4 percent organic material content (by dry weight); free of stones 1/2 inch or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site to the extent practical. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface

soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

- a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep; do not obtain from agricultural land, bogs or marshes.
- B. Have topsoil tested by a certified soil testing laboratory to determine the suitability for growing turf grass lawns. Test results in the following ranges are considered acceptable:
 1. pH Range: 6.0 to 7.0
 2. Organic Matter: > 4%
 3. Magnesium: 60 to 450 ppm
 4. Calcium: 400 to 4,000 ppm
 5. Potassium: 91 to 250 ppm
 6. Phosphorus: 30 to 50 ppm
 7. Soluble Salts: not to exceed 900 ppm
- C. If the soil test results do not fall within the acceptable ranges, add amendments to topsoil as recommended by the soil testing laboratory for turf grass lawns as necessary to meet these requirements.
- D. After soil amendments have been added, have topsoil re-tested by a certified soil testing laboratory and provide the results to the Owner's Civil Engineer to verify compliance with the topsoil requirements of this Section.

2.2. INORGANIC SOIL AMENDMENTS

- A. If the topsoil analysis indicates the need for inorganic soil amendments, the following standards apply:
- B. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
 1. Class: Class 0, with a minimum 95 percent passing through No. 8 (2.36-mm) sieve and a minimum 55 percent passing through No. 60 (0.25-mm) sieve.
 2. Provide lime in the form of dolomitic limestone.
- C. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 (3.35-mm) sieve and a maximum 10 percent passing through No. 40 (0.425-mm) sieve.
- D. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- E. Aluminum Sulfate: Commercial grade, unadulterated.
- F. Perlite: Horticultural perlite, soil amendment grade.
- G. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- H. Sand: Clean, washed, natural or manufactured, free of toxic materials.
- I. Diatomaceous Earth: Calcined, diatomaceous earth, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- J. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.3. ORGANIC SOIL AMENDMENTS

- A. If the topsoil analysis indicates the need for organic soil amendments, the following standards apply:
1. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.0; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch (19-mm) sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - a. Organic Matter Content: 50 percent of dry weight.
 - b. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or composted mixed solid waste.
 - c. Peat: Finely divided or granular texture, with a pH range of 6.0 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1,100 to 2,000 percent.
 - d. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
 - e. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.4. HERBICIDES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.

2.5. FERTILIZER

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast-and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in topsoil analysis reports from a qualified soil-testing agency- if deficient.
 2. Minimum Composition: 13-25-12 starter fertilizer with micronutrients, or approved equal.

2.6. TURFGRASS SEED

- A. Provide the following turfgrass species:

1. 90 percent Turf-Type Fescue consisting of 3 elite varieties and 10 percent 'Baron' Kentucky bluegrass mix, or approved equal.

2.7. MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew-and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

2.8. EROSION-CONTROL MATERIALS

- A. Not applicable. Will be hydro-mulched

PART 3 - EXECUTION

3.1. EXAMINATION

- A. Examine areas to receive athletic field turf for compliance with requirements and for conditions affecting performance of the Work. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2. PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3. TOPSOIL PLACEMENT FOR ATHLETIC FIELDS

- A. Athletic Field Subgrades shall be graded utilizing equipment that has been equipped with a laser –guided grading system. Subgrade tolerance shall be within a tolerance of $\pm 1/2$ inch when measured with a 10-foot straight-edge. Contractor shall provide Owner’s Civil Engineer with as-built plan at a 25 by 25-foot grid demonstrating compliance with this requirement. Topsoil shall not be placed until Owner’s Civil Engineer has reviewed and approved the subgrade as-built.
- B. Limit subgrade preparation to areas that will be planted in the immediate future.
- C. Loosen subgrade to a minimum depth of 4 inches. Remove stones, sticks and roots larger than 1 inch in any dimension from subgrade. Completely remove trash and other extraneous debris from subgrade.
- D. Have topsoil tested by a certified soil testing laboratory to determine the type and quantity of soil amendments necessary.
- E. Sift topsoil with a mechanical screen to remove stones and other objects larger than 1/2 inches in any dimension. Maximum object size for topsoil shall be achieved by sifting, not by hand removal or raking following placement of topsoil.
- F. Mix soil amendments and fertilizers with topsoil at rates required by soil testing. Delay mixing fertilizer if planting does not follow placing of planting soil within 4 days. Either mix soil before spreading or apply soil amendments on surface of spread topsoil and mix thoroughly into top 4 inches (100 mm) of topsoil before planting. After soil amendments have been added, have topsoil re-tested by a certified soil testing laboratory and provide the results to the Owner’s Civil Engineer to verify compliance with the topsoil requirements of this Section.

-
- G. Spread and lightly compact topsoil to a minimum depth of 6 inches.
 - H. Final topsoil grades shall be obtained by the use of equipment that has been equipped with a laser-guided grading system. Final topsoil grade tolerance shall be $\pm 1/2$ inch when measured with a 10-foot straight-edge. Ponding areas or localized low spots are not acceptable. Contractor shall provide Owner's Civil Engineer with as-built plan demonstrating compliance with this requirement. Seed shall not be placed until Owner's Civil Engineer has reviewed and approved the topsoil as-built.
 - I. Once final grade has been approved, loosen and finish grade the seedbed with a gill or harley rake.
 - J. Apply seed using a 'Brillion' seeder in a north - south direction, parallel to the crown of the field (rate 250lbs/ acre).
 - K. After seeding, hydro-mulch seedbed with a light uniform cover of fiber mulch.

3.5. MAINTENANCE OF NEW ATHLETIC FIELD TURF

- A. Begin maintenance of athletic field turf immediately after each area is planted and continue until acceptance by Owner.
- B. Maintain and establish athletic field turf by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth athletic field surface.
 - 1. Replant bare areas with same materials.
 - 2. Replace disturbed mulch.
- C. Watering: Provide and maintain temporary hoses, and lawn-watering equipment to convey water from a water source to keep athletic field turf uniformly moist to a depth of 4 inches.
 - 1. Provide a source of water for irrigation. Utilize temporary irrigation meters, a well or water trucks as necessary for the water source.
 - 2. Park District may loan the contractor self-propelled water canyons.

- D. Mow athletic field turf as soon as there is enough top growth to cut with mower set at indicated height. Repeat mowing as required to maintain indicated height without cutting more than 40 percent of the grass height (minimum of 3 mowings). Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain following grass height:
 - 1. Mow grass to a finished height of 2 to 3 inches high.

3.6. SATISFACTORY ATHLETIC FIELD TURF

- A. Athletic field turf shall be considered satisfactory/acceptable upon written notification by the Owner's Civil Engineer, provided requirements, including maintenance, have been met and a healthy, well rooted, even colored, uniform, viable, and close stand of grass is established, free of weeds, bare spots exceeding 2 by 2 inches and surface irregularities.
- C. (Intentionally left blank.)
- D. Replant athletic field turf that does not meet requirements and continue maintenance until they are satisfactory/acceptable as verified by the Owner via the Owner's Civil Engineer.
- E. Athletic field surfaces shall be free of irregularities and shall have a surface smoothness within a tolerance of $\pm 1/2$ inch as measured with a 10-foot straightedge. Ponding areas or localized low spots are not acceptable.
- F. Continue to replant and maintain, including watering, unsatisfactory/unacceptable athletic field turf until acceptance is obtained. Warranties for each athletic field turf area shall begin at the time of acceptance, as verified by the Owner via the Owner's Civil Engineer.
- G. Substantial Completion of the rest of the project shall not relieve the Contractor of their responsibilities to establish and maintain acceptable Athletic Field turf in accordance with this Section.

3.7. CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from sidewalks and paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto surface of roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period until lawn is established.

END OF SECTION 32 18 23.26

SECTION 32 9221

LAWN: SOD

1.0 GENERAL

1.1 Description

A. This work consists of complete construction of lawn areas including: finish grading, tilling, cleaning sod bed, fertilizing, sodding, watering, and maintenance.

1.2 Submittals

A. Submit supplier of sod and location where sod is grown. Submit delivery ticket indicating source of sod and certification of sod.

2.0 MATERIALS

2.1 Sod

A. Sod shall be 100% Kentucky Bluegrass. It shall be grown in northern Illinois, and shall be supplied by a State of Illinois Department of Agriculture certified grower.

B. Sod shall be delivered in rolls 24" x 60" and contain ten square feet of sod. Thickness of sod shall be 1/2" and roll shall average a 45 lbs. weight

C. Sod shall be delivered to the site within 3 hours of cutting at the producer.

D. Any sod delivered to the site and prior to use shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other causes.

2.2 Fertilizer

A. Fertilizer shall be Nitrogen, Phosphorous and Potassium in the following format: 12-12-12 with quick release formula

3.0 EXECUTION

3.1 Sodding Bed Preparation

A. Remove all debris, including large stones, roots and construction materials. Fill all depressions in lawn area with topsoil. No debris may be buried in pits on the site.

B. Topsoil shall be applied at 3" depth. Topsoil may be blended with sand up to a ratio of 3 parts topsoil to 1 part sand to facilitate application. Contractor shall till; fine grade; remove all clumps, clay, sod clods, and undesirable materials. Sod bed shall be approved by Owner's representative before sodding.

3.2 Fertilizing

A. 1.5 pounds of fertilizer shall be applied per 1,000 square feet of turf area prior to sodding.

3.3 Sodding Operations

A. Install sod immediately upon delivery. During hot weather, (90 degrees or above) the sod should be installed immediately. Sod shall have solid ground contact.

B. Begin installing sod along a good straight edge such as a sidewalk or lot line of the property that has a string stretched from one end to the other. Lay two or three rolls of sod along the straight edge. Then go back to the start and lay another roll alongside the first roll you put down. Cut this roll in half and follow this 1/2 roll with a full one. Continue this brickwork or stair step pattern for the whole job. Long end seams of adjacent sod shall never meet end to end. Cut a piece if necessary to avoid seams meeting.

C. Butt and push edges and ends against each other tightly without stretching. For trimming, use a sharp, stiff bladed knife. Small holes or seams that are wider

than they should be can be patched with small pieces of sod from trimmings. Avoid leaving narrow strips at outer edge as they will not retain moisture. On slopes, place sod across the slope. Where laying sod on a steep slope, the sod may have to be staked. To avoid causing indentations or pockets, avoid repeated walking or kneeling on sod while it is being installed or just after watering. After installing turf, roll the entire area to improve sod/soil contact and remove air pockets.

3.4 Repairs

A. The Contractor shall be responsible for the repair of any damage to existing lawns, which may result from his work, and such repairs shall be made swiftly in a thorough and workmanlike manner, with minimum inconvenience to the Owner and users of the site. Where lawn areas have been disturbed or damaged, the damaged lawn areas, ruts and depressions shall be cultivated, filled with topsoil, settled to proper grades and sodded. Repairs shall be made to the satisfaction of the Owner or Owner's representative.

3.5 Maintenance

A. It is the responsibility of the Contractor to maintain all sodded lawn areas for from the point when it is installed to thirty days after substantial completion is met for the entire project. This may include watering, mowing, and the control of weeds until final acceptance has been granted. The Contractor shall mow the grass to a three -inch (3") height if it reaches a four-inch (4") height any time prior to final acceptance. The Owner's representative shall inspect the conditions of the stand to determine satisfaction or the need to improve the stand. Satisfaction is based on 95% coverage over the entire new sodding area. Maintenance shall continue by the Contractor until acceptance has been granted.

3.6 Watering

- A. Watering must be started immediately after the sod is installed. Watering should begin as soon as an area large enough to put down a sprinkler is ready.
- B. Thoroughly soak the sod and the soil under the sod. It should be moist at least 2 inches deep.
- C. Corners shall be noted and may need to be hand watered to ensure full coverage.
- D. After the first watering, water enough to keep the soil under the sod moist, but not muddy. In cool weather this may mean watering only every 3 or 4 days. In very hot weather, you may have to water daily.
- E. In about two weeks the sod should have begun to knit to the soil underneath and the watering can be lessened to once or twice per week depending on the weather conditions. Water anytime the sod has a dry pale blue gray color or if the grass does not spring back after walking on it.
- F. If an irrigation system is in place, it is the responsibility of the Contractor to ensure that the system is working and is covering all new sod areas. This responsibility continues until the site is turned over to the owner.

3.7 Watering – Use of Municipal Water

A. Use or operation of any fire hydrants within the municipal limits is strictly prohibited without prior approval of the governing authority (such as Public Works

EXHIBIT J

– Water Dept.). Contractors shall follow all required procedures such as obtaining a hydrant meter, paying deposit for meter, and payment for water usage from the municipal water owner. Where required, water tanks shall also be inspected prior to use.

END OF SECTION

EXHIBIT K
Engineer's Opinion of Probable Construction Costs

PROJECT: NAPERVILLE POLO CLUB SUBDIVISION -PARK IMPROVEMENTS (OUTLOTS E & F)
JOB NO.: 402.151

DATE: 6/20/2023

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--|--|---------------------|------|---------------|----------------------|
| I. <u>OUTLOT E PARK IMPROVEMENTS</u> | | | | | |
| 1 | Topsoil Excavation | 2,060 | C.Y. | \$ 3.20 | \$ 6,592.00 |
| 2 | Clay Excavation | 760 | C.Y. | 3.20 | 2,432.00 |
| 3 | Miscellaneous Cut/ Fill | 3,000 | C.Y. | 4.30 | 12,900.00 |
| 4 | Topsoil Respread | 5,200 | C.Y. | 7.00 | 36,400.00 |
| 5 | Comb. Conc. Curb & Gutter (Perimeter) | 1,040 | L.F. | 17.00 | 17,680.00 |
| 6 | Backfill Curb (Perimeter) | 1,040 | L.F. | 1.65 | 1,716.00 |
| 7 | PCC Sidewalk (Perimeter) | 4,980 | S.F. | 9.00 | 44,820.00 |
| 8 | Detectable Warning | 6 | EA | 150.00 | 900.00 |
| 9 | Fine Grading (Parking Lot) | 3,300 | S.Y. | 2.00 | 6,600.00 |
| 10 | Agg. Base Course, Ty. B (CA-6) - 4" Under Curb, 18" Behind | 400 | S.Y. | 4.40 | 1,760.00 |
| 11 | Agg. Base Course, Ty. B (CA-6) - 12" | 2,700 | S.Y. | 13.50 | 36,450.00 |
| 12 | Bit. Concrete Binder Course - 2 1/2" | 2,700 | S.Y. | 11.00 | 29,700.00 |
| 13 | Bit. Concrete Surface Course - 1 1/2" | 2,700 | S.Y. | 8.00 | 21,600.00 |
| 14 | Bit. Material. Prime Coat @ .3 Gal/S.Y. | 810 | Gal. | 5.00 | 4,050.00 |
| 15 | Bit. Material Tack Coat @ .1 Gal/S.Y. | 270 | Gal | 3.30 | 891.00 |
| 16 | PCC Curb & Gutter | 1,200 | L.F. | 17.00 | 20,400.00 |
| 17 | Backfill Curb | 1,200 | L.F. | 1.65 | 1,980.00 |
| 18 | Pavement Striping | 1 | LS | 6,500.00 | 6,500.00 |
| 19 | Concrete Pad (10'x10') | 1 | LS | 3,500.00 | 3,500.00 |
| 20 | Storm Sewer, 12" RCP, Ty. 1 | 411 | L.F. | 26.00 | 10,686.00 |
| 21 | Storm Sewer, 18" RCP, Ty. 1 | 129 | L.F. | 32.50 | 4,192.50 |
| 22 | Storm Sewer, 24" RCP, Ty. 1 | 111 | L.F. | 44.00 | 4,884.00 |
| 23 | Storm Sewer, 27" RCP, Ty. 1 | 151 | L.F. | 51.00 | 7,701.00 |
| 24 | Storm Sewer, 30" RCP, Ty. 1 | 187 | L.F. | 62.00 | 11,594.00 |
| 25 | Flared End Section, 12" R.C.P. w/ Gr. | 1 | EA. | 1,750.00 | 1,750.00 |
| 26 | Flared End Section, 18" R.C.P. w/ Gr. | 1 | EA. | 2,100.00 | 2,100.00 |
| 27 | Flared End Section, 30" R.C.P. w/ Gr. | 1 | EA. | 3,000.00 | 3,000.00 |
| 28 | Inlet Ty. A, 2' Dia. | 3 | EA. | 1,050.00 | 3,150.00 |
| 29 | Catch Basin, Ty. A, 2' Dia. | 1 | EA. | 1,350.00 | 1,350.00 |
| 30 | Catch Basin, Ty. A, 4' Dia. | 1 | EA. | 2,300.00 | 2,300.00 |
| 31 | Storm Manhole, Ty. A, 4' Dia. | 2 | EA. | 2,200.00 | 4,400.00 |
| 32 | Storm Manhole, Ty. A, 5' Dia. | 3 | EA. | 3,150.00 | 9,450.00 |
| 33 | Bike Path - Bit. Concrete Surface Course - 1 1/2" (On Park Property) | 120 | S.Y. | 5.50 | 660.00 |
| 34 | Bike Path - Bit. Concrete Binder Course - 1 1/2" (On Park Property) | 120 | S.Y. | 5.50 | 660.00 |
| 35 | Bike Path - Agg. Base Course, Ty. B (CA-6) - 8" (On Park Property) | 120 | S.Y. | 9.00 | 1,080.00 |
| 36 | Inlet Protector w/Maintenance | 7 | EA. | 220.00 | 1,540.00 |
| 37 | DIWM 6", Cl. 52 | 343 | L.F. | 75.00 | 25,725.00 |
| 38 | Water Service 2", Ty. K w/ Box (Short) | 2 | EA. | 1,750.00 | 3,500.00 |
| 39 | 6" Valve in 4' Vault | 1 | EA. | 3,500.00 | 3,500.00 |
| 40 | Trench Backfill | 140 | L.F. | 24.20 | 3,388.00 |
| 41 | Parking Lot Trees | 12 | EA. | 425.00 | 5,100.00 |
| 42 | Parkway Trees | 22 | EA. | 425.00 | 9,350.00 |
| 43 | Parkway Seed & Blanket | 1,065 | S.Y. | 2.50 | 2,662.50 |
| 44 | Seed and Hydromulch | 25,465 | S.Y. | 4.00 | 101,860.00 |
| Sub-Total Outlot E Improvements | | | | | \$ 482,454.00 |
| II. <u>OUTLOT F PARK IMPROVEMENTS</u> | | | | | |
| 1 | Topsoil Excavation | 785 | C.Y. | \$ 3.20 | \$ 2,512.00 |
| 2 | Clay Fill (In structural area) | 330 | C.Y. | 3.20 | 1,056.00 |
| 3 | Miscellaneous Fill | 6,000 | C.Y. | 4.30 | 25,800.00 |
| 4 | Topsoil Respread from Stockpile | 2,260 | C.Y. | 4.30 | 9,718.00 |
| 5 | Comb. Conc. Curb & Gutter (Perimeter) | 1,370 | L.F. | 17.00 | 23,290.00 |
| 6 | Backfill Curb (Perimeter) | 1,370 | L.F. | 1.65 | 2,260.50 |
| 7 | PCC Sidewalk (Perimeter) | 6,850 | S.F. | 9.00 | 61,650.00 |
| 8 | Detectable Warning | 10 | EA | 150.00 | 1,500.00 |
| 9 | Sump Services | 1 | EA. | 415.00 | 415.00 |
| 10 | Parkway Trees | 27 | EA. | 425.00 | 11,475.00 |

EXHIBIT K
Engineer's Opinion of Probable Construction Costs

| | | | | | |
|--|------------------|-------|------|-----------|-------------------|
| 11 | Parkway Sod | 1,600 | S.Y. | 4.00 | 6,400.00 |
| 12 | Seed and Blanket | 9,680 | S.Y. | 2.50 | 24,200.00 |
| Sub-Total Outlot F Improvements | | | | \$ | 170,276.50 |

SUMMARY

| | | | | |
|---------------------------|----------------------------|--|-----------|----------------------|
| I. | OUTLOT E PARK IMPROVEMENTS | | \$ | 482,454.00 |
| II. | OUTLOT F PARK IMPROVEMENTS | | \$ | 170,276.50 |
| TOTAL IMPROVEMENTS | | | | \$ 652,730.50 |

For Reference:

IN KIND IMPROVEMENTS (BROKEN DOWN)

| | | |
|--|-----------|-------------------|
| Installation of Water Service Stubs for Outlot E | \$ | 36,113.00 |
| Construction of Parking Lots in Outlot E | \$ | 133,431.00 |
| Installation of trees in the islands in the parking lots of Outlot E | \$ | 2,125.00 |
| TOTAL IN KIND IMPROVEMENTS | \$ | 171,669.00 |

**AGREEMENT FOR LAND CASH CONTRIBUTION
PURSUANT TO CITY OF NAPERVILLE CODE SECTION 7-3-5:12.7
FOR THE PROSPERITA NAPERVILLE**

THIS AGREEMENT is made this 13th day of July, 2023 by and between the NAPERVILLE PARK DISTRICT, a body corporate and politic created pursuant to 70 ILCS 1205-1 et seq. (the Park District Code), whose principal office is located at 320 West Jackson Avenue, Naperville, Illinois 60540 (hereinafter referred to as the “**Park District**”), and Vrutthi, LLC, an Illinois limited liability company (hereinafter referred to as the “**Developer**”).

WHEREAS, the Developer is developing approximately 7.35 acres of real property, generally located at the Southwest Corner of Diehl Road and Mill Street, Naperville, Illinois, with the development known as the The Prosperita Naperville (hereinafter referred to as the “Development”); and

WHEREAS, the underlying land the Development is proposed on is subject to a Development Agreement between B.C.T Limited Liability Company and the Naperville Park District dated July 17, 2007 and recorded as Document R2007-134174 (attached hereto as Exhibit A), which alters the price per square foot of the Land Cash Dedication as required Section 7-3-5 of the City of Naperville Municipal Code; and

WHEREAS, in accordance with Section 7-3-5 of the City of Naperville Municipal Code, the Developer, City of Naperville, and the Park District have reached an agreement concerning the terms and manner of the donation of land for park and recreation purposes and the terms of that agreement are set forth in the Owner’s Acknowledgement and Acceptance Agreement (“OAA”) for The Prosperita Naperville as approved by the Naperville City Council in Ordinance No. ____; and

WHEREAS, the Developer and the Park District desire to supplement the OAA with the specific terms set forth herein to capture the stipulations from the Development Agreement.

NOW THEREFORE, be it and it is hereby agreed by both the Park District and the Developer as follows:

1. The foregoing recitals shall be and are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

2. In connection with their construction of the Development, and as part of the OAA, the Developer indicated it will satisfy the obligation under the City of Naperville's (also referenced herein as "City") Ordinances by paying the Park District directly for conveyance to the Park District as set forth in the OAA and as set forth in the terms below.

3. Payment of Park Donations.

a. Park Cash Donation. The Developer shall pay to the City for conveyance to the Park District a park cash donation (the "Park Cash Donation") in satisfaction of the requirements under Section 7-3-5 of the City's Municipal Code. The Park Cash Donation shall be payable on a per dwelling unit basis. The Park Cash Donation payable per dwelling unit shall be based on the number of bedrooms in the dwelling unit.

i. If development occurs in 2023, the Park Cash Donation payable for a two-bedroom attached dwelling unit shall be \$8,669.02. The Park Cash Donation payable for a three-bedroom attached dwelling unit shall be \$10,317.72.

ii. If development occurs in 2024, the Park Cash Donation payable for a two-bedroom attached dwelling unit shall be \$8,842.40. The Park Cash

Donation payable for a three-bedroom attached dwelling unit shall be \$10,524.08.

iii. If development occurs in 2025, the Park Cash Donation payable for a two-bedroom attached dwelling unit shall be \$9,019.24. The Park Cash Donation payable for a three-bedroom attached dwelling unit shall be \$10,734.56.

iv. If development occurs after 2025, the Cash In Lieu rate for Park Donation fees will increase by 2% per year as stipulated by the Development Agreement. Refer to Exhibit C for the applicable cash donation rate by dwelling unit type for subsequent years.

b. Park Cash Donation Affidavit. Prior to application for a building permit for each building, Developer shall submit payment to the Park District together with a receipt (“Park Cash Donation Affidavit and Receipt”) setting forth the Park Cash Donation due for said building along with the calculation used to determine the amount. The Park Cash Donation Affidavit and Receipt shall be in a form substantially consistent with Exhibit B. The Park District shall review and acknowledge the Park Cash Donation Affidavit and sign the Receipt acknowledging receipt of the payment, or otherwise issue written objections thereto, within five (5) business days of receipt from Developer. The Park District acknowledges that Developer’s ability to secure a building permit is dependent on the Park District’s acknowledgement of the Park Cash Donation Affidavit and Receipt.

4. This Agreement shall be recorded with the DuPage County Recorder of Deeds.

5. This Agreement shall be binding upon the parties hereto and their successors and assigns.
6. In the event of a default by any party hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity including, without limitation, the specific performance of such defaulted obligation. All costs and expenses including but not limited to court costs and reasonable attorneys' fees incurred by the non-defaulting party as a result of the default or the defaulting party shall be paid by the defaulting party.
7. The obligations of the Developer as set forth in this Agreement are expressly contingent on the Developer's acquisition of the Property and development of the Development.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 13th day of July, 2023.



NAPERVILLE PARK DISTRICT

By: [Signature]

Its: Board President

VRUTTHI, LLC

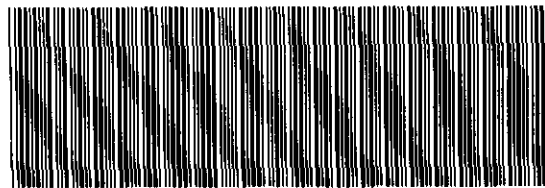
By: _____

Its: _____

EXHIBIT A
Development Agreement

DOCUMENT PREPARED BY:

Rachel K. Robert
Day & Robert, P.C.
300 East 5th Avenue, Suite 365
Naperville, Illinois 60563



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JUL 19, 2007 RHSP 10:52 AM
OTHER 07-01-401-001
010 PAGES R2007-134174

AFTER RECORDING MAIL TO:

Rachel K. Robert
Day & Robert, P.C.
300 East 5th Avenue, Suite 365
Naperville, Illinois 60563

DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter "Agreement") dated July 17, 2007, is made by and between B.C.T. Limited Liability Company, an Illinois limited liability company (hereinafter "BCT"), and the Naperville Park District, a body corporate and politic (hereinafter "Park District").

RECITALS

WHEREAS, BCT and the Park District previously entered into a Contract for Sale and Purchase/Donation of Real Estate dated March 8, 2007 (hereinafter the "Contract"), wherein the Park District purchased and closed on the acquisition of 20.42479 acres of property generally located at the intersection of Mill Street and Diehl Road, in unincorporated Naperville, Illinois; and

WHEREAS, the 20.42479 acres acquired by the Park District was part of a larger approximate 50 acre holding of real estate owned by BCT; and

WHEREAS, pursuant to Paragraph Q of the Contract, BCT agreed to record a restriction against the remaining 30 acres retained by BCT as legally described and depicted in **Group Exhibit A** attached hereto and incorporate herein (the "Property"), in favor of the Park District, so as set forth the agreed calculation for the payment to be made to the Park District for the cash-in-lieu park site donation required upon future development of any portion or all of the Property; and

WHEREAS, BCT and the Park District agree that said restriction shall run with the land and be binding on BCT and all future assignees and purchasers of the Property; and

WHEREAS, BCT and the Park District desire to enter into this Agreement in order to document and record the terms of the restriction agreed to in Paragraph Q of the Contract.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BCT and the Park District, BCT and the Park District agree as follows:

1. The Recitals set forth above are hereby incorporated into this Agreement, and this Agreement shall be construed and guided thereby.

2. If BCT desires to develop the Property or any part thereof, as it determines in its sole and absolute discretion, and such development includes any land use which requires a park site donation under the City of Naperville Municipal Code, BCT agrees that such park donation shall be satisfied by a cash-in-lieu payment, and the Park District agrees to accept said payment, calculated as follows:

A. Should said payment occur on or before June 22, 2009, the cash-in-lieu payment shall be calculated at a rate of \$9.25 per square foot;

B. Should said payment occur after June 22, 2009, the cash-in-lieu payment shall be calculated at a price equal to \$9.25 per square foot, plus interest at the rate of two percent (2%) per year compounded annually, commencing on June 23 for each year after the year 2009. For reference and by way of example, the following schedule is set forth for the years 2010 – 2013 (and the formula would apply to all subsequent years):

- Year 2010 - $\$9.25 \times 2\% = \9.44
- Year 2011 - $\$9.44 \times 2\% = \9.63
- Year 2012 - $\$9.63 \times 2\% = \9.82
- Year 2013 - $\$9.82 \times 2\% = \10.02

C. Notwithstanding the foregoing, BCT and the Park District agree that if development occurs in a year when the City of Naperville's formula for calculation of cash-in-lieu exceeds the square foot price provided for herein, the Park District shall, at its election, be entitled to a cash-in-lieu payment at the higher City of Naperville figure.

3. BCT agrees that it shall provide written notice to the Park District when any development plan for any part of the Property has been approved by the City of Naperville which triggers the calculation of the cash-in-lieu payment so as to insure that the Park District receives all sums due under this Agreement. Written notice, by facsimile and/or regular mail, shall be given to the then existing Director of Park Planning & Development for the Park District, at 320 West Jackson Avenue, Naperville, Illinois 60540.

4. BCT and the Park District agree and expressly acknowledge that this Agreement shall run with the land and shall bind BCT and any subsequent assignee or purchaser of any part or all of the Property.

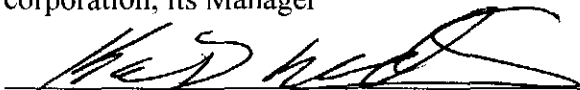
5. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

6. BCT agrees to record a copy of this Agreement within five (5) days after its full execution at its sole expense, and to provide a recorded copy of the Agreement to Park District's legal counsel, Rachel K. Robert, Day & Robert, P.C., 300 East 5th Avenue, Suite 365, Naperville, Illinois 60563 upon recordation.

WHEREFORE, this Development Agreement is hereby executed by the authorized signatures appearing below.

B.C.T. LIMITED LIABILITY COMPANY, an Illinois limited liability company

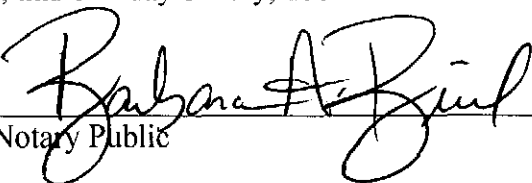
BY: The Corporetum Companies, Inc., an Illinois corporation, its Manager

BY: 
Kevin D. Woods
Executive Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do HEREBY CERTIFY, that Kevin D. Woods personally known to me to be the Executive Vice President of The Corporetum Companies, Inc., an Illinois corporation and the manager of B.C.T. Limited Liability Company, an Illinois limited liability company, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of July, 2007


Notary Public



NAPERVILLE PARK DISTRICT, a body corporate and politic

BY:

[Handwritten Signature]

ITS:

BOARD PRESIDENT

ATTEST:

[Handwritten Signature]

ITS:

BOARD SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that KRISTEN JUNGLES personally known to me to be the President of the Park Board of Commissioners of the Naperville Park District, a body corporate and politic, and LYNNE BARDYK personally known to me to be the Secretary of said Park Board of Commissioners of the Naperville Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the seal of said Naperville Park District to be affixed thereto, pursuant to authority given by the Park Board of Commissioners of the Naperville Park District, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of July, 2007.

[Handwritten Signature]
Notary Public OFFICIAL SEAL
KIMBERLEY A. GUERRIERI
Notary Public, State of Illinois
My Commission Expires 07/25/08

EXHIBIT A

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION OF 1.7 ACRE PARCEL

LOT A IN NAPER VILLA MANOR, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 1 AND PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1926 AS DOCUMENT NO. 213969, EXCEPT THE WEST 40.00 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT A LYING EAST OF THE WEST LINE OF LAND CONVEYED TO THE COUNTY OF DUPAGE BY TRUSTEE'S DEED RECORDED APRIL 18, 1973 AS DOCUMENT NO. R73-21666, IN DUPAGE COUNTY, ILLINOIS.

ALSO

LOTS 1, 2, 9 AND 10 IN BLOCK 3 AND LOTS 1, 2, 9 AND 10 IN BLOCK 4 AND VACATED EWING STREET LYING BETWEEN LOTS 9 AND 10 IN BLOCK 3 AND LOTS 1 AND 2 IN BLOCK 4, IN NAPER VILLA MANOR, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 1 AND PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1926 AS DOCUMENT NO. 213969, EXCEPT THAT PART OF SAID TRACT OF LAND LYING SOUTH OF THE NORTH LINES OF LANDS CONVEYED TO THE COUNTY OF DUPAGE FOR DIEHL ROAD BY WARRANTY DEEDS RECORDED JULY 14, 1989 AS DOCUMENT NO. R89-084246 AND JULY 14, 1989 AS DOCUMENT NO. R89-084247 AND SAID NORTH LINES EXTENDED ACROSS SAID VACATED EWING STREET, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF 18.0 ACRE PARCEL

THAT PART OF NAPER VILLA MANOR, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 1 AND PART OF THE NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1926 AS DOCUMENT NO. 213969, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 7 IN BLOCK 4 OF SAID NAPER VILLA MANOR THAT IS 10.39 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 7, SAID POINT BEING ON THE SOUTH LINE OF LAND CONVEYED TO THE COUNTY OF DUPAGE FOR DIEHL ROAD BY WARRANTY DEED RECORDED JULY 14, 1989 AS DOCUMENT NO. R89-084247; THENCE NORTH 87 DEGREES 43 MINUTES 00 SECONDS EAST ON AN ASSUMED BEARING ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF LAND CONVEYED TO THE COUNTY OF DUPAGE FOR DIEHL ROAD BY WARRANTY

DEED RECORDED JULY 14, 1989 AS DOCUMENT NO. R89-084246 (SAID SOUTH LINE CROSSING THE EAST LINE OF LOT 7 IN BLOCK 3 OF SAID NAPER VILLA MANOR AT A POINT 10.58 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 7 IN BLOCK 3) A DISTANCE OF 467.87 FEET TO A POINT OF CURVATURE IN SAID SOUTH LINE PER DOCUMENT NO. R89-084246; THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE PER DOCUMENT NO. R89-084246, BEING ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 100.00 FEET AN ARC DISTANCE OF 99.23 FEET (DEED BEING 99.09 FEET) TO A POINT ON THE SOUTH LINE OF LOT 4 IN BLOCK 3 OF SAID NAPER VILLA MANOR THAT IS 50.00 FEET WEST OF THE CENTER LINE OF MILL STREET, THE CHORD OF SAID ARC HAVING A LENGTH OF 95.21 FEET AND A BEARING OF SOUTH 63 DEGREES 51 MINUTES 18 SECONDS EAST; THENCE NORTH 87 DEGREES 41 MINUTES 36 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 4 IN BLOCK 3, A DISTANCE OF 17.02 FEET TO THE SOUTHEAST CORNER OF THEREOF; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 3, ALONG SAID EAST LINE EXTENDED SOUTH, ALONG THE EAST LINE OF BLOCK 6 IN SAID NAPER VILLA MANOR, ALONG SAID EAST LINE OF BLOCK 6 EXTENDED SOUTH, AND ALONG THE EAST LINE OF BLOCK 11 IN SAID NAPER VILLA MANOR, A DISTANCE OF 1174.24 FEET TO THE NORTHEAST CORNER OF LOT 20 IN SAID BLOCK 11; THENCE SOUTH 87 DEGREES 41 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 20 IN BLOCK 11, A DISTANCE OF 129.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 20, A DISTANCE OF 56.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 87 DEGREES 41 MINUTES 36 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 20, A DISTANCE OF 129.93 FEET TO THE SOUTHEAST CORNER THEREOF, BEING A POINT ON THE EAST LINE OF SAID BLOCK 11; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 11, A DISTANCE OF 112.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 87 DEGREES 41 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 11, ALONG SAID SOUTH LINE EXTENDED WEST AND ALONG THE SOUTH LINE OF BLOCK 12 IN AFORESAID NAPER VILLA MANOR, 570.81 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE NORTH 00 DEGREES 28 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 12, ALONG SAID WEST LINE EXTENDED NORTH, ALONG THE WEST LINE OF BLOCK 5 IN SAID NAPER VILLA MANOR, ALONG SAID WEST LINE OF BLOCK 5 EXTENDED NORTH AND ALONG THE WEST LINE OF AFORESAID BLOCK 4 IN SAID NAPER VILLA MANOR, 1387.85 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF 9.7 ACRE PARCEL

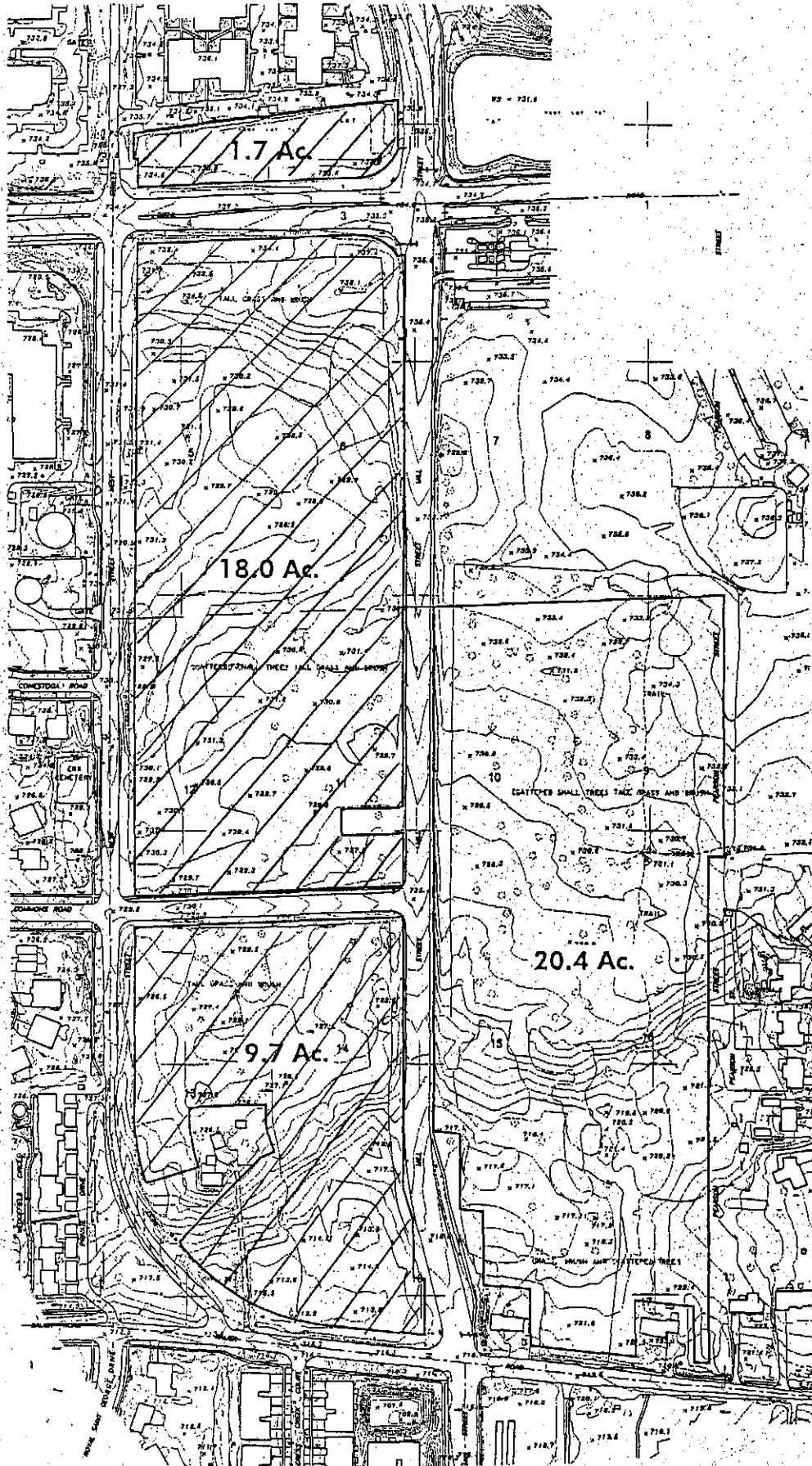
THAT PART OF NAPER VILLA MANOR, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 1 AND PART OF THE NORTH HALF OF SECTION 12,

TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1926 AS DOCUMENT NO. 213969, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 32 IN BLOCK 13 OF SAID NAPER VILLA MANOR; THENCE NORTH 87 DEGREES 41 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 13 AND ALONG SAID NORTH LINE EXTENDED EAST, AND ALONG THE NORTH LINE OF BLOCK 14 IN SAID NAPER VILLA MANOR, A DISTANCE OF 570.81 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 14; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 14, A DISTANCE OF 584.51 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 14; THENCE SOUTH 17 DEGREES 00 MINUTES 12 SECONDS EAST, A DISTANCE OF 71.74 FEET TO THE NORTHEAST CORNER OF LOT 7 IN BLOCK 18 OF SAID NAPER VILLA MANOR; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 7 IN BLOCK 18 AND ALONG SAID EAST LINE EXTENDED SOUTH, A DISTANCE OF 125.38 FEET TO THE CENTER LINE OF A PUBLIC ALLEY VACATED BY PLAT OF VACATION RECORDED SEPTEMBER 14, 2004 AS DOCUMENT NO. R2004-241006; THENCE SOUTH 83 DEGREES 55 MINUTES 41 SECONDS EAST ALONG SAID CENTER LINE, A DISTANCE OF 25.04 FEET TO THE EAST LINE, EXTENDED NORTH, OF LOT 22 IN SAID BLOCK 18; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE EXTENDED NORTH AND ALONG THE EAST LINE OF SAID LOT 22 IN BLOCK 18, A DISTANCE OF 120.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22 IN BLOCK 18; THENCE NORTH 83 DEGREES 55 MINUTES 41 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 18, A DISTANCE OF 209.42 FEET TO A POINT OF CURVATURE IN SAID SOUTHERLY LINE; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID BLOCK 18 AND ALONG SAID SOUTHERLY LINE EXTENDED NORTHWESTERLY, AND ALONG THE SOUTHWESTERLY LINE OF AFORESAID BLOCK 13, BEING ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 452.34 FEET AN ARC DISTANCE OF 372.44 FEET TO THE MOST WESTERLY CORNER OF LOT 18 IN SAID BLOCK 13; THENCE NORTH 44 DEGREES 00 MINUTES 47 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 18 IN BLOCK 13 AND ALONG THE NORTHWESTERLY LINE OF LOT 12 IN SAID BLOCK 13, A DISTANCE OF 251.81 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 12 IN BLOCK 13; THENCE NORTH 64 DEGREES 27 MINUTES 43 SECONDS EAST RADIAL TO THE CENTER LINE OF EWING STREET VACATED BY PLAT OF VACATION RECORDED SEPTEMBER 14, 2004 AS DOCUMENT NO. R2004-241006, A DISTANCE OF 33.00 FEET TO SAID CENTER LINE; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CENTER LINE OF VACATED EWING STREET, BEING ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 174.76 FEET AN ARC DISTANCE OF 79.32 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 78.65 FEET AND A BEARING OF NORTH 12 DEGREES 32 MINUTES 05 SECONDS WEST; THENCE NORTH 00 DEGREES 28 MINUTES 08 SECONDS EAST ALONG SAID CENTER LINE OF VACATED EWING STREET, A

DISTANCE OF 24.48 FEET TO THE SOUTH LINE, EXTENDED EAST, OF LOT 7 IN SAID BLOCK 13; THENCE SOUTH 87 DEGREES 41 MINUTES 36 SECONDS WEST ALONG SAID SOUTH LINE, EXTENDED EAST, AND ALONG THE SOUTH LINE OF SAID LOT 7 IN BLOCK 13, A DISTANCE OF 162.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, BEING ALSO THE NORTHEAST CORNER OF LOT 25 IN SAID BLOCK 13; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS WEST ALONG THE EAST LINE OF SAID 25 IN BLOCK 13, A DISTANCE OF 16.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINES OF LOTS 25, 24, 23, 22 AND 21 IN SAID BLOCK 13, BEING ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 337.54 FEET AN ARC DISTANCE OF 112.85 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 21, THE CHORD OF SAID ARC HAVING A LENGTH OF 112.33 FEET AND A BEARING OF SOUTH 09 DEGREES 06 MINUTES 33 SECONDS EAST; THENCE SOUTH 72 DEGREES 28 MINUTES 38 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 21 IN BLOCK 13, A DISTANCE OF 114.82 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 21; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID BLOCK 13, BEING ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 452.34 FEET AN ARC DISTANCE OF 148.90 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 148.23 FEET AND A BEARING OF NORTH 08 DEGREES 57 MINUTES 41 SECONDS WEST; THENCE NORTH 00 DEGREES 28 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 13, A DISTANCE OF 402.87 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY EXHIBIT



| BCT LIMITED LIABILITY COMPANY PINS-30 ACRES REMAINING AFTER SALE TO NPD | |
|---|---------------|
| 07-01-401-001 | 07-12-201-019 |
| 07-01-401-012 | 07-12-201-020 |
| 07-01-401-013 | 07-12-201-021 |
| 07-01-401-014 | 07-12-201-024 |
| 07-01-401-016 | 07-12-201-026 |
| 07-01-401-017 | 07-12-201-027 |
| | 07-12-201-028 |
| | 07-12-201-029 |
| 07-01-402-011 | 07-12-201-030 |
| 07-01-402-012 | 07-12-201-031 |
| 07-01-402-013 | 07-12-201-032 |
| 07-01-402-015 | |
| 07-01-402-016 | |
| 07-01-402-018 | 07-12-205-001 |
| 07-01-402-019 | 07-12-205-002 |
| | 07-12-205-003 |
| | 07-12-205-004 |
| 07-01-405-002 | 07-12-205-005 |
| 07-01-405-003 | 07-12-205-006 |
| 07-01-405-004 | 07-12-205-007 |
| 07-01-405-005 | 07-12-205-008 |
| 07-01-405-006 | 07-12-205-009 |
| 07-01-405-007 | 07-12-205-010 |
| 07-01-405-024 | 07-12-205-011 |
| 07-01-405-026 | 07-12-205-012 |
| 07-01-405-027 | 07-12-205-015 |
| 07-01-405-029 | 07-12-205-016 |
| 07-01-405-030 | 07-12-205-017 |
| 07-01-405-031 | 07-12-205-018 |
| 07-01-405-032 | 07-12-205-041 |
| 07-01-405-033 | |
| 07-01-405-034 | |
| | 07-12-206-009 |
| | 07-12-206-010 |
| 07-01-406-010 | 07-12-206-011 |
| 07-01-406-011 | 07-12-206-012 |
| 07-01-406-012 | 07-12-206-013 |
| 07-01-406-013 | 07-12-206-014 |
| 07-01-406-014 | 07-12-206-015 |
| 07-01-406-028 | 07-12-206-016 |
| 07-01-406-029 | 07-12-206-021 |
| 07-01-406-030 | |
| 07-01-406-033 | |
| 07-01-406-034 | 07-12-213-041 |
| 07-01-406-035 | |
| 07-01-406-037 | |
| | |
| | |
| 07-12-200-004 | |
| 07-12-200-005 | |
| 07-12-200-006 | |
| 07-12-200-007 | |
| 07-12-200-008 | |
| 07-12-200-009 | |
| 07-12-200-023 | |
| 07-12-200-024 | |
| 07-12-200-025 | |
| 07-12-200-026 | |
| 07-12-200-027 | |
| 07-12-200-028 | |
| | |
| | |

VACANT LAND

DIEHL ROAD
& MILL STREET

EXHIBIT B
Park Cash Donation Affidavit and Receipt
Calendar Year 2023

DEVELOPER shall pay a park donation pursuant to the Agreement between Naperville Park District and B.C.T Limited Liability Company dated July 17, 2007 for The Prosperita Naperville. Pursuant to the BCT Agreement, the cash donation required to be paid to the Park District is based upon the land donation required under the City Park Donation Tables, which take into account the actual number of bedrooms in each dwelling unit in each townhome building as detailed below.

The payment amounts and the payment schedule reflected herein have been negotiated by and between the DEVELOPER and the PARK DISTRICT. DEVELOPER acknowledges that the park donation established herein shall not be paid under protest.

Upon its oath, DEVELOPER deposes and states that in accordance with the construction of the townhome building located at _____ (Property Address) Naperville, IL, Developer attests that it is building the following units and shall therefore pay the following cash donation to the Naperville Park District to satisfy the terms of the Park Agreement:

_____ Number of 2-bedroom units at \$8,669.02/unit _____

_____ Number of 3-bedroom units at \$10,317.72/unit _____

Total Fees Due: _____

Based upon the sworn statement of DEVELOPER, the PARK DISTRICT acknowledges that DEVELOPER has paid the Park District the amount indicated on this Receipt and satisfied the donation requirement. DEVELOPER will submit this signed Receipt to the City with DEVELOPER'S building permit application for each townhome building. The payment amounts and the payment schedule reflected herein have been negotiated by and between the DEVELOPER and the PARK DISTRICT. DEVELOPER acknowledges that the park donation established herein shall not be paid under protest.

Park District Signature below represents the Park District fees due for the above address have been paid in full.

NAPERVILLE PARK DISTRICT:

DEVELOPER:

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT B
Park Cash Donation Affidavit and Receipt
Calendar Year 2024

DEVELOPER shall pay a park donation pursuant to the Agreement between Naperville Park District and B.C.T Limited Liability Company dated July 17, 2007 for The Prosperita Naperville. Pursuant to the BCT Agreement, the cash donation required to be paid to the Park District is based upon the land donation required under the City Park Donation Tables, which take into account the actual number of bedrooms in each dwelling unit in each townhome building as detailed below.

The payment amounts and the payment schedule reflected herein have been negotiated by and between the DEVELOPER and the PARK DISTRICT. DEVELOPER acknowledges that the park donation established herein shall not be paid under protest.

Upon its oath, DEVELOPER deposes and states that in accordance with the construction of the townhome building located at _____ (Property Address) Naperville, IL, Developer attests that it is building the following units and shall therefore pay the following cash donation to the Naperville Park District to satisfy the terms of the Park Agreement:

_____ Number of 2-bedroom units at \$8,842.40/unit _____

_____ Number of 3-bedroom units at \$10,524.08/unit _____

Total Fees Due: _____

Based upon the sworn statement of DEVELOPER, the PARK DISTRICT acknowledges that DEVELOPER has paid the Park District the amount indicated on this Receipt and satisfied the donation requirement. DEVELOPER will submit this signed Receipt to the City with DEVELOPER'S building permit application for each townhome building. The payment amounts and the payment schedule reflected herein have been negotiated by and between the DEVELOPER and the PARK DISTRICT. DEVELOPER acknowledges that the park donation established herein shall not be paid under protest.

Park District Signature below represents the Park District fees due for the above address have been paid in full.

NAPERVILLE PARK DISTRICT:

DEVELOPER:

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT B
Park Cash Donation Receipt
Calendar Year 2025 or after

DEVELOPER shall pay a park donation pursuant to the Agreement between Naperville Park District and B.C.T Limited Liability Company dated July 17, 2007 for The Prosperita Naperville. Pursuant to the BCT Agreement, the cash donation required to be paid to the Park District is based upon the land donation required under the City Park Donation Tables, which take into account the actual number of bedrooms in each dwelling unit in each townhome building as detailed below.

The payment amounts and the payment schedule reflected herein have been negotiated by and between the DEVELOPER and the PARK DISTRICT. DEVELOPER acknowledges that the park donation established herein shall not be paid under protest.

Upon its oath, DEVELOPER deposes and states that in accordance with the construction of the townhome building located at _____ (Property Address) Naperville, IL, Developer attests that it is building the following units and shall therefore pay the following cash donation to the Naperville Park District to satisfy the terms of the Park Agreement:

_____ Number of 2-bedroom units at \$9,019.24/unit _____

_____ Number of 3-bedroom units at \$10,734.56/unit _____

Total Fees Due: _____

Based upon the sworn statement of DEVELOPER, the PARK DISTRICT acknowledges that DEVELOPER has paid the Park District the amount indicated on this Receipt and satisfied the donation requirement. DEVELOPER will submit this signed Receipt to the City with DEVELOPER'S building permit application for each townhome building. The payment amounts and the payment schedule reflected herein have been negotiated by and between the DEVELOPER and the PARK DISTRICT. DEVELOPER acknowledges that the park donation established herein shall not be paid under protest.

Park District Signature below represents the Park District fees due for the above address have been paid in full.

NAPERVILLE PARK DISTRICT:

DEVELOPER:

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT C

Land Cash Donation Amount via Development Agreement Interest

| Year | Two-Bedroom Attached Dwelling Unit Amount | Three-Bedroom Attached Dwelling Unit Amount |
|------|---|---|
| 2023 | \$8,669.02 | \$10,317.72 |
| 2024 | \$8,842.40 | \$10,524.08 |
| 2025 | \$9,019.24 | \$10,734.56 |
| 2026 | \$9,199.63 | \$10,949.25 |
| 2027 | \$9,383.62 | \$11,168.24 |
| 2028 | \$9,571.29 | \$11,391.60 |
| 2029 | \$9,762.72 | \$11,619.43 |
| 2030 | \$9,957.97 | \$11,851.82 |
| 2031 | \$10,157.13 | \$12,088.86 |
| 2032 | \$10,360.28 | \$12,330.64 |
| 2033 | \$10,567.48 | \$12,577.25 |
| 2034 | \$10,778.83 | \$12,828.79 |
| 2035 | \$10,994.41 | \$13,085.37 |
| 2036 | \$11,214.30 | \$13,347.08 |
| 2037 | \$11,438.58 | \$13,614.02 |
| 2038 | \$11,667.35 | \$13,886.30 |
| 2039 | \$11,900.70 | \$14,164.02 |
| 2040 | \$12,138.72 | \$14,447.31 |

*Each subsequent year is prior year value multiplied by 1.02

City of Naperville, Illinois

Priorities. Performance. Progress.

A photograph of construction workers in high-visibility vests working on a city street. The workers are positioned around a construction site with rebar and concrete forms. In the background, there are commercial buildings, including one with a sign for 'STARBUCKS RESERVE COFFEE FOOD COCKTAILS'. The scene is set in an urban environment with a clear sky.

2023 Mid-Year Financial Report & Budget Process Overview

City Council

July 18, 2023



TONIGHT'S AGENDA

2023 Mid-Year Review

- Summary of budget performance by fund category through June
- Revenue and expense summaries

Naperville's Budget Process

- Guiding factors in developing the budget
- Structure of the budget
- Roles in the process
- Development & discussion timeline



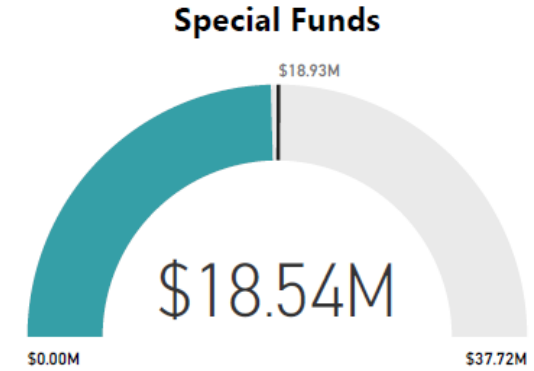
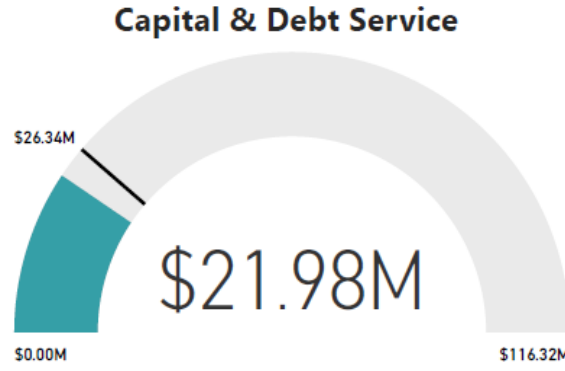
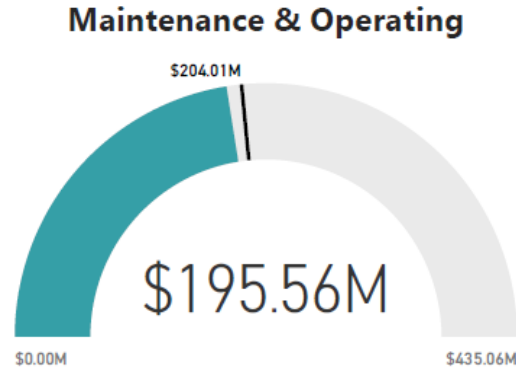
KEY TAKEAWAYS

- Good local economic conditions continue to support city services
- Some areas of revenue weakness are being balanced by outperformance in other key revenues
- Expenditures align with expectations and the inflation picture is improving

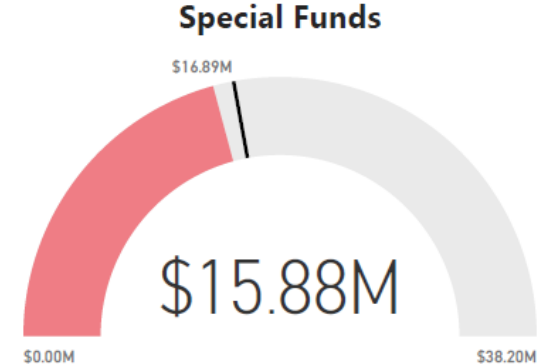
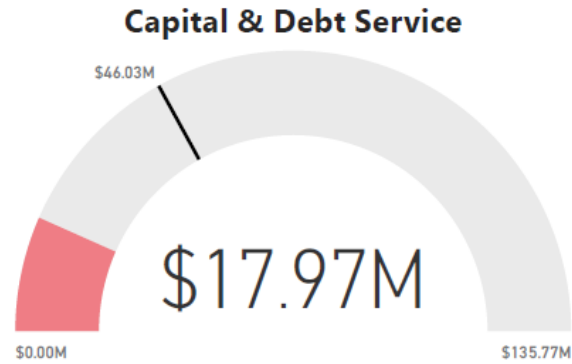
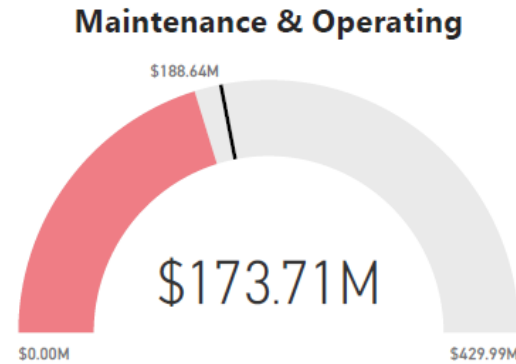


MID-YEAR BUDGET SUMMARY

Revenues



Expenses



\$ in millions

MID-YEAR REVENUE SUMMARY

| Category | Source | YTD Actual | Difference to 2022 Mid-Year | Analysis |
|-----------------|----------------------|------------|-----------------------------|--|
| State Shared | Sales tax* | \$22.57 | ↑ 4.4% | Continued strength in local economy |
| | Income tax | \$13.11 | ↓ 7.5% | Aligned with revised IML estimates |
| | Motor fuel tax | \$3.39 | ↑ 17.6% | State gas tax increases resumed |
| Utility Charges | Electric | \$66.14 | ↓ 1.7% | Lower power cost and demand |
| | Water/Wastewater | \$35.16 | ↑ 9.3% | Higher sales due to drought conditions |
| Local Taxes | HRST* | \$9.89 | ↑ 12.1% | Continued strength in local economy |
| | Food & beverage | \$3.40 | ↑ 5.2% | Continued strength in local economy |
| | Hotel/motel * | \$1.49 | ↑ 19.0% | Strong travel demand |
| | Real estate transfer | \$1.98 | ↓ 40.0% | Low sales volume – high interest rates |
| Other Revenues | Building permits | \$0.47 | ↓ 32.2% | Decline in residential new homes |
| | Ambulance fees | \$4.82 | ↑ 26.4% | Timing of payments from biller |
| | Commuter parking | \$0.58 | ↑ 14.2% | Increased use of daily fee parking |

\$ in millions

***Gross revenue prior to development incentive rebates**

MID-YEAR EXPENSE SUMMARY

| Category | Source | YTD Actual | Difference to 2022 Mid-Year | Analysis |
|-----------------------------|----------------------|------------|-----------------------------|---|
| Salaries & Wages | Regular pay | \$51.25 | ↑ 11.3% | One additional pay period in June '23 |
| | Overtime pay | \$3.97 | ↓ 9.1% | Continued benefit from mild winter |
| Healthcare | Medical | \$6.63 | ↑ 5.2% | PPO performing better than HMO/HSA |
| | Dental | \$0.53 | ↑ 8.2% | Increased claim activity |
| | Pharmacy | \$1.12 | ↑ 5.4% | Increased claim activity |
| Purchased Items | Purchased electric | \$46.74 | ↓ 6.5% | Lower power cost and demand |
| | Purchased water | \$13.04 | ↑ 8.8% | Increased consumption and water cost |
| | Other items | \$10.97 | ↑ 9.2% | Operating supplies/higher service costs |
| Purchased Services | Architect/engineer | \$1.15 | ↑ 7.4% | CIP activity increased in Q2 |
| | Operational services | \$2.43 | ↓ 6.5% | Contracted snow removal down |
| | IT software/hardware | \$3.49 | ↑ 18.2% | License renewals/new technology |
| Capital | Capital outlay | \$20.54 | ↑ 27.6% | Aligns with expanded capital programs |

\$ in millions



Budget Briefs: A Look at Naperville's Budget Process

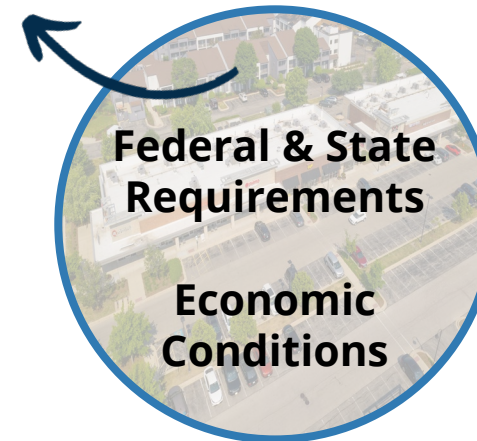
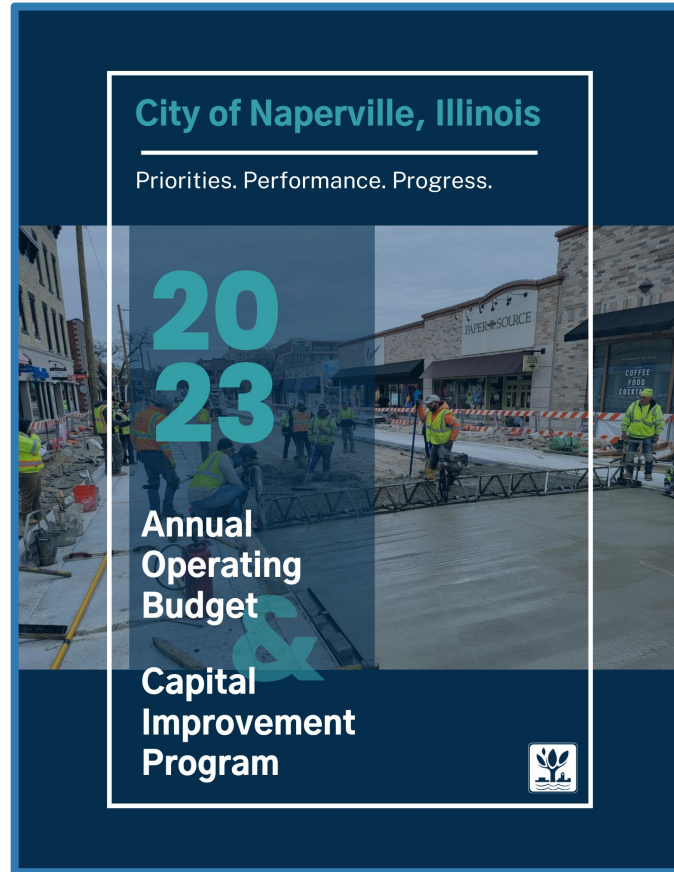


WHY WE BUDGET

- **Mandated by state law and City ordinance**
- **Required in order to levy property taxes**
- **Establishes an operational plan and the means to achieve that plan for the coming year (and beyond)**
- **Informs the community how their tax dollars are invested**



BUILDING OUR BUDGET



STRUCTURE

Two main components: **Operating** and **Capital**

- Operating: **short-term** financial plan for city operations
- Capital: **long-term** financial plan for constructing, maintaining, and/or upgrading the City's tangible assets
 - CIP approved each year for the following five years

Fund Structure

- Budget aligned within **39 different funds**
- Funds organized into **3 categories**
 - Maintenance & Operating, Capital & Debt Service, Special Funds
- **Different revenues** are aligned to **support different expenses**
 - Example: Property taxes generally support pensions and debt – not current capital projects



ROLES

Public

- Defines the values, needs, and concerns of the community
- Provides the dollars utilized to deliver services

City Council

- Develops the mission, long-term vision, and strategic goals for the City
- Sets overall financial policy to support defined objectives
 - Approves the annual budget

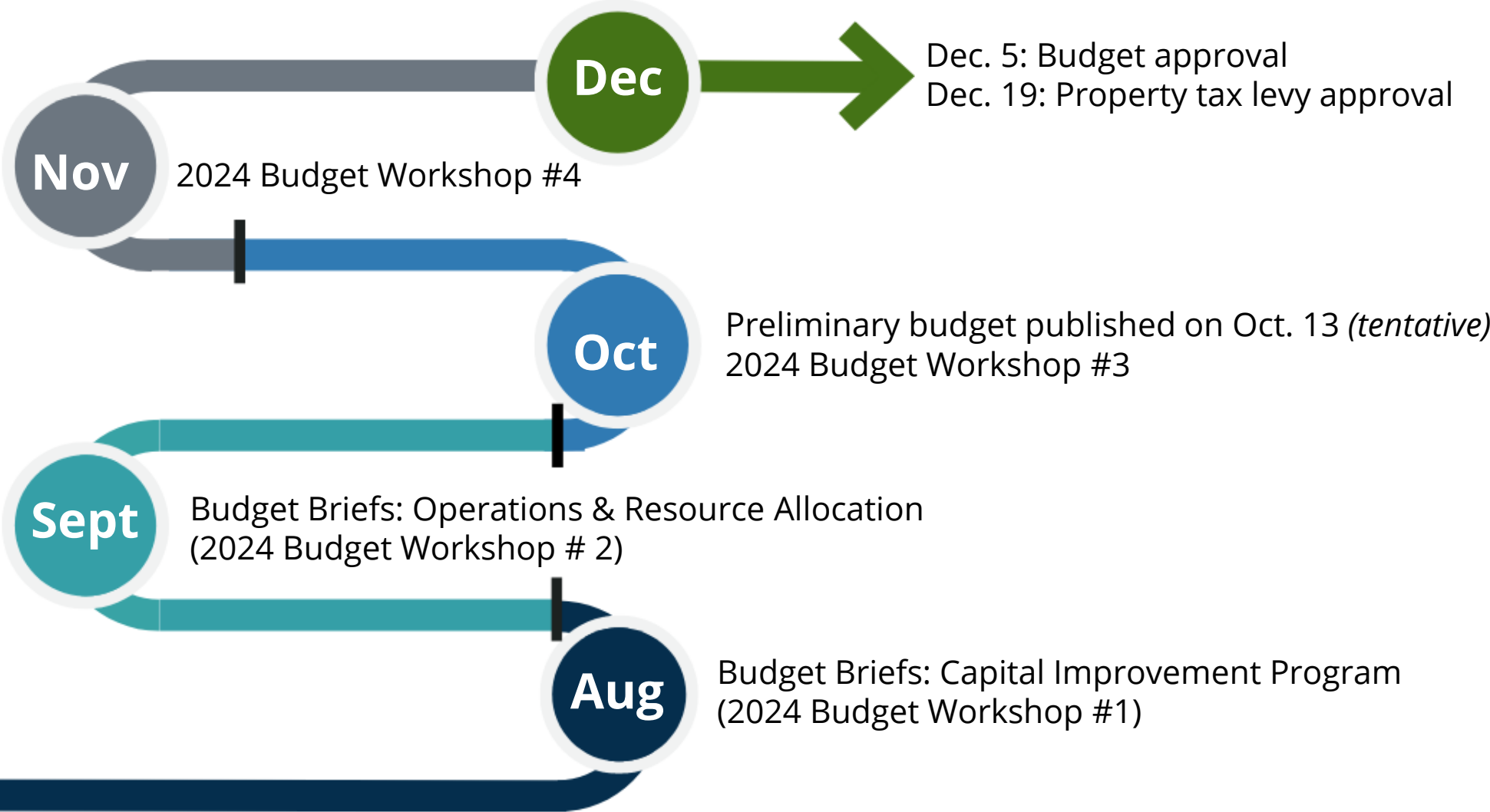
City Manager

- Administers the policies set by City Council and carries out strategic plans through allocation of resources
- Recommends an annual budget that provides the financial means to acquire and maintain operational services and capital assets
 - Performs final review before a budget is presented to City Council

City Staff

- Identifies resources necessary to provide services and achieve the City's goals as prescribed by the City Manager
 - Coordinates operational & capital budget process
 - Propose budget requests
 - Finance Dept. initial review of all budget requests

ROADMAP



City of Naperville, Illinois

Priorities. Performance. Progress.

Questions?

