PROPERTY ADDRESS: 204 & 212 VAN BUREN AVE NAPERVILLE, IL 60540

P.I.N.S 07-13-421-019 07-13-421-020

RETURN TO/PREPARED BY: CITY OF NAPERVILLE CITY CLERK'S OFFICE 400 SOUTH EAGLE STREET NAPERVILLE, IL 60540

OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT FOR LOTS 2 & 3 OF THE LAUREL SUBDIVISION

This Owner's Acknowledgement and Acceptance Agreement for Lots 2 & 3 of the Laurel Subdivision ("Agreement") located at 204 & 212 Van Buren Avenue, Naperville, Illinois 60540 is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois ("City" or "City of Naperville"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and TriFox Propertiez LLC, an Illinois limited liability company ("OWNER AND DEVELOPER"), with offices at 2145 W. McLean Avenue Chicago, Illinois 60647. The City and the OWNER AND DEVELOPER are together hereinafter referred to as the "Parties" and sometimes individually as "Party".

RECITALS .

- A. This Agreement pertains to certain real property located within the corporate limits of the City of Naperville with common addresses of 204 & 212 Van Buren Avenue Naperville, Illinois 60540, having parcel identification numbers of 07-13-421-019 and 07-13-421-020 and is legally described on **Exhibit A** and depicted on **Exhibit B** (hereinafter referred as the "SUBJECT PROPERTY"). OWNER AND DEVELOPER is the owner of the SUBJECT PROPERTY.
- B. OWNER AND DEVELOPER has petitioned the City for approval of a preliminary/final plat of subdivision for Lots 2 and 3 of the Laurel Subdivision ("Preliminary/Final Plat of Subdivision") in order to subdivide the SUBJECT PROPERTY from two (2) lots into four (4) single-family residential lots in order to construct four (4) new single-family residential homes
- C. OWNER AND DEVELOPER also requests a variance from Section 6-7I-5:1 of the Municipal Code to reduce the minimum lot area from 6,000 square feet per lot to a minimum lot area ranging from approximately 4,790 square feet to 5,348 square feet

Owner's Acknowledgement & Acceptance Agreement Lots 2 and 3 of the Laurel Subdivision Page 2 of 10

per lot as depicted on the **Preliminary/Final Plat of Subdivision** and a variance from Section 6-2-10:5 of the Municipal Code to permit a rear yard coverage of 75%.

D. By entering into this Agreement, the City is acting pursuant to its home rule authority under the Constitution and laws of the State of Illinois.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

- 1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
- 2. Ongoing Compliance. In the development and operation of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall be subject to and shall fulfill all conditions set forth or referenced herein associated with the SUBJECT PROPERTY, including but not limited to: (i) the terms of this Agreement; (ii) the provisions of the Naperville Municipal Code, as amended from time to time; (iii) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY; and (iv) all applicable laws and regulations.
- 3. Development of the SUBJECT PROPERTY. OWNER AND DEVELOPER shall construct all improvements related to the development of the SUBJECT PROPERTY in compliance with final engineering plans prepared by Civil and Environmental Consultants, Inc., dated April 10, 2024, last revised June 6, 2024 ("Final Engineering Plans") at its sole cost unless otherwise provided herein. The OWNER AND DEVELOPER shall submit the final shop drawings for the StormTrap for review and approval by the City Engineer ("FINAL STORMTRAP SHOP DRAWINGS") prior to the installation of the StormTrap. If the FINAL STORMTRAP SHOP DRAWINGS are not submitted and approved prior to the installation of the StormTrap, no further permits will be issued for the SUBJECT PROPERTY.
- 4. **School Donation:** \$21,071.46 (based on 4 four-bedroom detached units and credit for 1 three-bedroom detached unit and 1 four-bedroom detached unit), in accordance with Table A (attached). OWNER and DEVELOPER acknowledges that the required school donation amount (\$21,071.46) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the "Estimated Lump Sum Payment" provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code. Therefore, OWNER AND DEVELOPER shall receive a school donation credit for 1 three-bedroom single-family unit and 1 four-bedroom single-family unit, which were demolished in 2016.

Owner's Acknowledgement & Acceptance Agreement Lots 2 and 3 of the Laurel Subdivision Page 3 of 10

OWNER and DEVELOPER agrees that payment of the school donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Preliminary/Final Plat of Subdivision for the SUBJECT PROPERTY. OWNER and DEVELOPER further acknowledges that the school donation established herein will be verified at the time of each building permit issuance, and if the number of bedrooms in the dwelling unit exceeds four (4) bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the school donation table contained in the Naperville Municipal Code in effect at the time the building permit is issued.

5. Park Donation: \$20,936.92 (based on 4 four-bedroom detached units and credit for 1 three-bedroom detached unit and 1 four-bedroom detached unit), in accordance with Table B (attached). OWNER and DEVELOPER acknowledges that the required park donation amount (\$20,936.92) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation pursuant to the "Estimated Lump Sum Payment" provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code. Therefore, OWNER AND DEVELOPER shall receive a park donation credit for 1 three-bedroom single-family unit and 1 four-bedroom single-family unit, which were demolished in 2016.

OWNER and DEVELOPER agrees that payment of the park donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Preliminary/Final Plat of Subdivision for the SUBJECT PROPERTY. OWNER and DEVELOPER further acknowledges that the park donation established herein will be verified at the time of each building permit issuance, and if the number of bedrooms in the dwelling unit exceeds four (4) bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the park donation table contained in the Naperville Municipal Code in effect at the time the building permit is issued.

6. Streetscape. The OWNER AND DEVELOPER agrees to install the streetscape materials and landscaping materials on and adjacent to the SUBJECT PROPERTY as depicted on the landscape plan prepared by Civil and Environmental Consultants, Inc., dated May 17, 2024, last revised June 6, 2024. The streetscape must be completed to the satisfaction of the City Engineer no later than three (3) years from OWNER AND DEVELOPER'S issuance of a site permit for the SUBJECT PROPERTY. The City shall have the right to withhold issuance of any occupancy permits for the SUBJECT PROPERTY for failure to install the streetscape as depicted on the above-referenced landscape plan. Said timeframe may be modified by written approval of the City Engineer.

7. Watermain Extension.

- 7.1 The OWNER AND DEVELOPER shall design and construct an eight-inch (8") diameter watermain extension from the existing watermain located under pavement on Van Buren Avenue south approximately two hundred and seven feet (207') along the frontage of the SUBJECT PROPERTY (hereinafter referred to as "ON-SITE WATERMAIN") as depicted on the Final Engineering Plans attached hereto as EXHIBIT C. OWNER AND DEVELOPER shall be responsible for all costs associated with the ON-SITE WATERMAIN.
- 7.2 The OWNER AND DEVELOPER of the SUBJECT PROPERTY shall design and construct an eight-inch (8") diameter watermain extension from the southern terminus of the ON-SITE WATERMAIN 169' south to the watermain located under pavement on Webster Avenue (hereinafter referred to as "OFF-SITE WATERMAIN") as depicted on the Final Engineering Plans attached hereto as EXHIBIT C. The CITY shall reimburse the OWNER AND DEVELOPER for the full cost of the OFF-SITE WATERMAIN as provided below.
- 7.3 Together the ON-SITE WATERMAIN and OFF-SITE WATERMAIN are referred to as the "WATERMAIN IMPROVEMENTS".
- 7.4 OWNER AND DEVELOPER agrees to construct the WATERMAIN IMPROVEMENTS as provided herein prior to issuance of any temporary or final occupancy permits for the SUBJECT PROPERTY.
- 7.5 OWNER AND DEVELOPER agrees to submit a traffic control plan for the WATERMAIN IMPROVEMENTS for review and approval by the City Engineer prior to starting the WATERMAIN IMPROVEMENTS.
- 7.6 The CITY agrees to reimburse the OWNER AND DEVELOPER for the actual costs of the OFF-SITE WATERMAIN as set forth and referenced herein. Said reimbursement shall be subject to and governed by the provisions of this Agreement and subject to the provisions set forth in Section 7-3-6 of the Naperville Municipal Code and each subpart thereof. The OFF-SITE WATERMAIN cost is estimated as shown on the Engineer's Opinion of Probable Construction Costs, attached hereto as **EXHIBIT D**.
 - 7.6.1 Contract Prices. Contract unit prices for the OFF-SITE WATERMAIN improvements shall be obtained by the OWNER AND DEVELOPER as provided in section 7-3-6 of the Naperville Municipal Code and provided by email to the City Engineer. The CITY shall review said contract unit prices and advise of any objection thereto within thirty (30) days of submittal thereof to the City Engineer.
 - 7.6.2 Compliance with the Prevailing Wage Act. The installation WATERMAIN IMPROVEMENTS constitute a "public work," within the

meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") and the OWNER AND DEVELOPER shall require all contractors and subcontractors performing the WATERMAIN IMPROVEMENTS to comply with the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, as to determine if rates have been revised from time to time, contractors and subcontractors shall refer to the Department of Labor's website Illinois http://www.state.il.us/agency/idol/rates/rates HTM (or such other section of the IDOL website where that information may be located or referenced).

- 7.7 Acceptance of WATERMAIN IMPROVEMENTS. The City hereby agrees to accept the WATERMAIN IMPROVEMENTS: (i) after the WATERMAIN IMPROVEMENTS have been installed by the OWNER AND DEVELOPER and approved (including but not limited to passing all testing requirements) by the City Engineer and the Director of the Department of Utilities Water/Wastewater; and (ii) upon issuance of a Bill of Sale to the CITY by the OWNER AND DEVELOPER for said WATERMAIN IMPROVEMENTS in a form approved by the CITY. Upon acceptance of said WATERMAIN IMPROVEMENTS by the CITY, the CITY shall be the owner thereof and shall thereafter be responsible for their maintenance, repair and replacement.
- 8. **Fees Due.** OWNER AND DEVELOPER shall pay all fees (which fees shall not be paid under protest or otherwise objected to) set forth herein and required by the Naperville Municipal Code as amended from time to time, including but not limited to the following:
 - 8.1 Site Permit Review Fee: \$3,747.86 (1.5% of the approved engineer's cost estimate). This fee is due prior to issuance of the site permit.
 - 8.2 Infrastructure Availability Charges and User Fees. Upon a request for connection and service to the City's water or sanitary system, OWNER AND DEVELOPER shall pay for all infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.
 - **8.3** Facility Installation Charges and User Fees. Upon a request for connection and service to the City of Naperville electric system, the OWNER AND DEVELOPER shall pay for all Facility Installation Charges (FIC) and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.

Owner's Acknowledgement & Acceptance Agreement Lots 2 and 3 of the Laurel Subdivision Page 6 of 10

9. Financial Surety. Financial surety in a form, including a bond, cash deposit or letter of credit from a source acceptable to the City Attorney shall be provided and maintained in the amount of \$274,844.90 (110% of the approved engineer's cost estimate) which guarantees the completion of public improvements and soil erosion sedimentation control for the SUBJECT **PROPERTY** ("Public and Improvements"). Financial surety shall be received and approved prior to issuance of a site development permit. Notwithstanding provision of said surety, until the Public Improvements have been accepted by the City, the OWNER AND DEVELOPER shall remain obligated for completion of said Public Improvements and/or (at the City's sole discretion) to pay any costs for said Public Improvements to the extent that the surety is not sufficient to pay for the costs of the Public Improvements, or in the event of any denial, or partial denial of coverage by the surety, or failure of the surety to timely respond to a demand for payment. Prior to acceptance of the Public Improvements by the City, the OWNER AND DEVELOPER shall provide the City with a maintenance surety as required by the provisions of the Naperville Municipal Code then in effect for the Public Improvements in a form approved by the City Attorney and in conformity with the Naperville Municipal Code then in effect.

As to any surety, or maintenance surety, provided by the OWNER AND DEVELOPER to the City hereunder, the OWNER AND DEVELOPER agrees that: (1) at no time shall the City be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the City's reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the City to draw on said surety.

10. **Building Permits.** No building permits shall be issued for the SUBJECT PROPERTY, or any portion thereof, until the Preliminary/Final Plat of Subdivision has been recorded and until the City has determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

11. General Conditions.

- 11.1 **Binding Effect.** City and OWNER AND DEVELOPER acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the OWNER AND DEVELOPER and their respective successors, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof).
- 11.2 **Severability**. It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement

- shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 11.3 **Amendment**. The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the Parties hereto.
- 11.4 **Assignment**. This Agreement may not be assigned by either Party without the written consent of the other Party.
- 11.5 **Choice of Law and Venue.** This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 11.6 **Ambiguity**. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.
- 11.7 **Recordation**. This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 11.8 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 11.14 hereof and shall terminate, without further action by either Party, upon the later of ten (10) years from the Effective Date or issuance of all final certificates of occupancy for the SUBJECT PROPERTY.
- 11.9 **Automatic Expiration.** If the Preliminary/Final Plat of Subdivision for the SUBJECT PROPERTY is not recorded within five (5) years of the date of approval of the ordinance approving the final plat of subdivision and this Agreement by the City Council, the Preliminary/Final Plat of Subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.
- 11.10 **Survival.** The terms and conditions set forth in the following paragraphs of this Agreement shall survive the expiration or termination of this Agreement: 1 through 10 and 11.1, 11.2, 11.5, 11.6, 11.10, and 11.13.
- 11.11 Authority to Execute/OWNER AND DEVELOPER. The undersigned warrants that it is the OWNER AND DEVELOPER of the SUBJECT PROPERTY, or is the duly authorized representative of the OWNER AND DEVELOPER of the SUBJECT PROPERTY in the case of a corporation, partnership, trust, or similar ownership form which owns the SUBJECT PROPERTY and that the undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.

Owner's Acknowledgement & Acceptance Agreement Lots 2 and 3 of the Laurel Subdivision Page 8 of 10

- 11.12 **Authority** to Execute/City. The undersigned City Manager warrants that he has been directed to, and has the authority to, execute this Agreement. The undersigned City Clerk warrants that she has been directed to, and has the authority to, attest the signature of the City Manager on this Agreement.
- 11.13 **Exhibits.** All exhibits attached hereto or referenced herein are incorporated herein by reference and made part hereof.
- 11.14 Effective Date. The effective date of this Agreement ("Effective Date") shall be the date upon which it is fully executed by both Parties hereto.

/SIGNATURES ON FOLLOWING PAGES/

Owner's Acknowledgement & Acceptance Agreement Lots 2 and 3 of the Laurel Subdivision Page 9 of 10

OWNER AND DEVELOPER/TriFox Propertiez	a LLC:
Maharudi	
[Signature] Megha Trivedi	
[Printed name]	_
[Title]	
State of Illinois)) ss	
County of DuPage)	
The foregoing instrument was acknowledged before this day of 2024.	e me by Mesha Privide
Notary Public	MCKENNA THOMAS OFFICIAL SEAL Notary Public, State of Illinois
Mc Lance Thomas	My Commission Expires March 08, 2027
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Owner's Acknowledgement & Acceptance Agreement Lots 2 and 3 of the Laurel Subdivision Page 10 of 10

CITY OF NAPERVILLE

By:	
•	Douglas A. Krieger
	City Manager
ATTE	EST:
By:	
-	Dawn C. Portner
	City Clerk
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EXHIBIT LIST

 $\textbf{Exhibit}\, \textbf{A} - Legal \,\, Description$

Exhibit B – Preliminary/Final Plat Of Subdivision, prepared by Civil & Environmental Consultants, Inc., dated April 10, 2024, last revised June 6, 2024

Exhibit C – Final Engineering Plans, prepared by Civil & Environmental Consultants, Inc., dated April 10, 2024, last revised June 6, 2024

Exhibit D – Engineer's Opinion Of Probably Construction Costs, prepared by Civil & Environmental Consultants, Inc., dated April 17, 2024, last revised May 24, 2024

Table A - School Donation Calculation Table

Table B - Park Donation Calculation Table

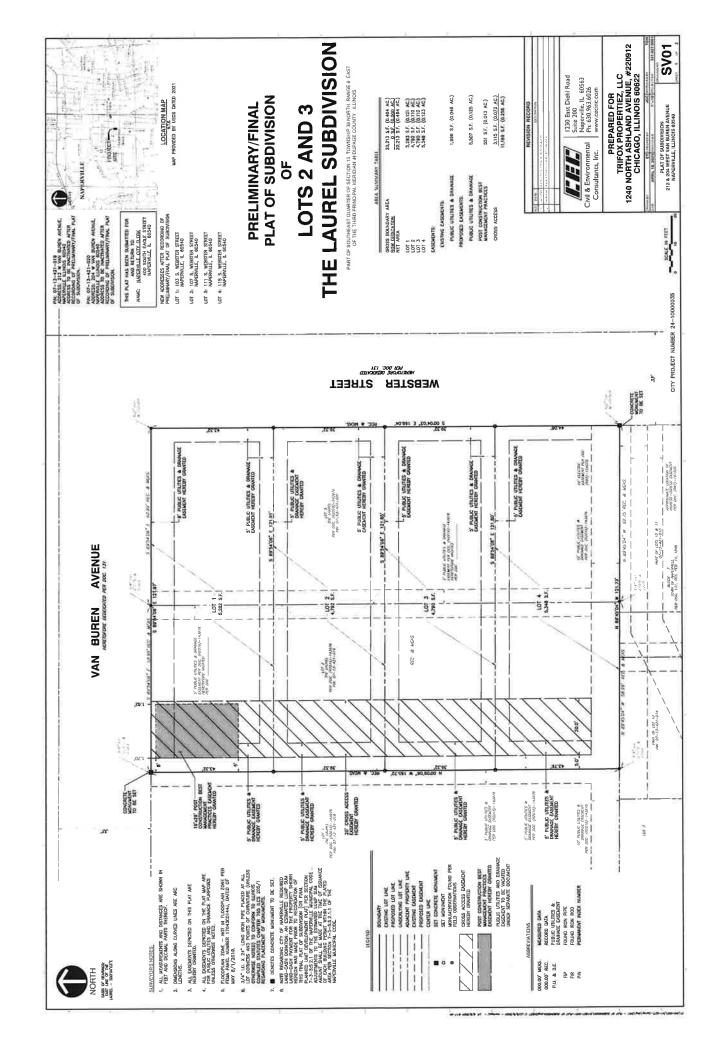
EXHIBIT A LEGAL DESCRIPTION

LOT 2 AND LOT 3 IN THE LAUREL, BEING A SUBDIVISION OF THE PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 2016 AS DOCUMENT R2016-143976, IN DUPAGE COUNTY, ILLINOIS.

PINs: 07-13-421-019-000 & 07-13-421-020-0000

Common Address: 204 & 212 W. Van Buren Avenue, Naperville, IL 60540

EXHIBIT B PRELIMINARY/FINAL PLAT OF SUBDIVISION



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CITY COUNCIL CERTIFICATE STATE OF ILLINOIS SS COUNTY OF DUPAGE SS

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

CITY CLERK ATTEST: MAYOR

CITY TREASURERS CERTIFICATE

I, TREASURER FOR THE CITY OF WAPBYILE, ILLINOS, DO HEREBY CERTIFY THAT MEEK ARE NO BUNDHOUGHT ON UNIVALICATION OF GORDENS SECSAURYS, OR ANY DETERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTROUGH AGAINST THE TRACT OF LAND INCLUIDE IN THE ANNEXED PLAT. STATE OF ILLINOIS SS COUNTY OF DUPACE SS

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SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS SS COLUNTY OF DUPAGE SS

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TO THE BEST OF THE OWNERS" KNOWLEDGE, THE SCHOOL, DISTRICT. IN WHICH TRACT, PARCEL, LDT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS: NAPERVILE COMMUNITY UNIT DISTRICT 203
203 W. HILLSIDE ROAD
NAPERVILE, ILLINOIS 60540—6589

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DUPAGE COUNTY CLERK'S CERTIFICATE NOTARY PUBLIC

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FURTHER CERTIFY THAT I MAVE RECEIVED ALL STATUTORY REES IN CONNECTION WITH THE ANNEXED PLAT. GRAN UNDER MY MAND AND SEAL OF THE COUNTY CLERK AT MEATON, RLINDS, THIS DAY OF A.D. 20. DAY OF

COUNTY CLERK

DIPAGE COUNTY RECORDERS CENTRICATE

STATE OF ILLINOIS SES COUNTY OF DUPAGE SES THIS INSTRUMENT

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LICENSE VALID THROUGH NOVEMBER 30, 2025 OWNER NAME:

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PR: 317–865–7777
PR: 317–865–7777

1230 East Diehl Road Suite 200 Naperville, IL 60563 Ph: 630,963,6026

PREPARED FOR Civil & Environmental Consultants, Inc.

TRIFOX PROPERTIEZ, LLC 1240 NORTH ASHLAND AVENUE, #220912 CHICAGO, ILLINOIS 60622 APPR, TO 2024 INC. CO.

PLAT OF SUBDIVISION 212 & 204 WEST VAN BUREN AVENUE NAPERVILLE, ILLINOIS 80540

SV01

EXHIBIT C FINAL ENGINEERING PLANS

COVER SHEET

TRIFOX PROPERTIEZ, LLC LOTS 2 AND 3 THE LAUREL SUBDIVISION 204 AND 212 WEST VAN BUREN AVENUE NAPPERVILLE, ILLINOIS 60540

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AND 3 THE LAUREL SUBDIVISION FINAL ENGINEERING PLANS N LOTS

NAPERVILLE, ILLINOIS 60540



Sheet Number	Sheet Title
0000	COVER SHEET
2001	SITE SPECIFICATIONS 1
C002	SITE SPECIFICATIONS 2
2003	SITE SPECIFICATIONS 3
C100	EXISTING CONDITIONS
C101	DEMOLITION PLAN
C200	DIMENSION PLAN
C300	GRADING PLAN
C500	UTILITY PLAN 1
C501	UTILITY PLAN - 2
C800	DETAILS - 1
C801	DETAILS 2
C802	DETAILS 3
C803	DETAILS 4
C804	DETAILS 5
C805	DETAILS - 8

www cecinc com

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Suite 200 Naperville, IL 60563

Consultants, Inc.

Civil & Environmental

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ARCHITECT

TRIFOX PROPERTIEZ, LLC 1240 NORTH ASHLAND AVENUE, #220912 1040AGO, LLNOIS 60622 PH (609) 472,9863 CONTACT: CATLUN FOXHOVEN OWNER

ONE FULL BOX (TUEN WIN DAVID) HONE BOX/CHRMCT (MONE SHART) WWWDLE

GIVIL & ENVIRONMENTAL CONSULTANTS, INC. 1220-EST OFFILE HAND, SUITE 200 NAPERVILE, ILLINGIS 60563 PH. (620) 693-629 FX. (630) 693-629 CONTACT: JMCANEFF, P. E.

TORCH ARCHITECTURE
300 EAST 5TH AVENUE, SUITE 102
MAPERVILLE, ILLINOIS 60563
PH (5:00) 422-1900
CONTACT: TORY HANNAN, AIA

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CITY PROJECT NUMBER 24-10000035

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BERYTSEN MONUNENT IN 6" PVC PIPE WITH BUAK. 6 ALLIAINUM ACCESS COVER AT THE NORTHWEST CORNER OF SIM AVENUE AND MILL STREET, (CITY OF NAVPERVILE BENCHMARK #1608)

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WHITE THREADS

- 2. CUT CROSS IN CURB OPPOSITE HYDRANT AT MORTHWEST CORNER OF BUREN AVENUE AND WEBSTER STREET.
- CUT CROSS IN CURB OPPOSITE LIGHT POLE EAST SIDE OF WEBSTER STREET, 94'± NORTH OF SOUTHERLY PROPERTY LINE OF SUBJECT SITE DETRINOD. ELEVATION-880,20
- CUT CROSS IN FRONT OF WALK, 1'\$. NORTH OF BRICK AT NORTHWEST CORNER OF WEBSIER STREET AND JEFFERSON AVENUE.

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TRIFOX PROPERTIEZ, LLC LOTS 2 AND 3 THE LAUREL SUBDIVISION 204 AND 212 WEST VAN BUREN AVENUE NAPPERVILLE, ILLINOIS 60540

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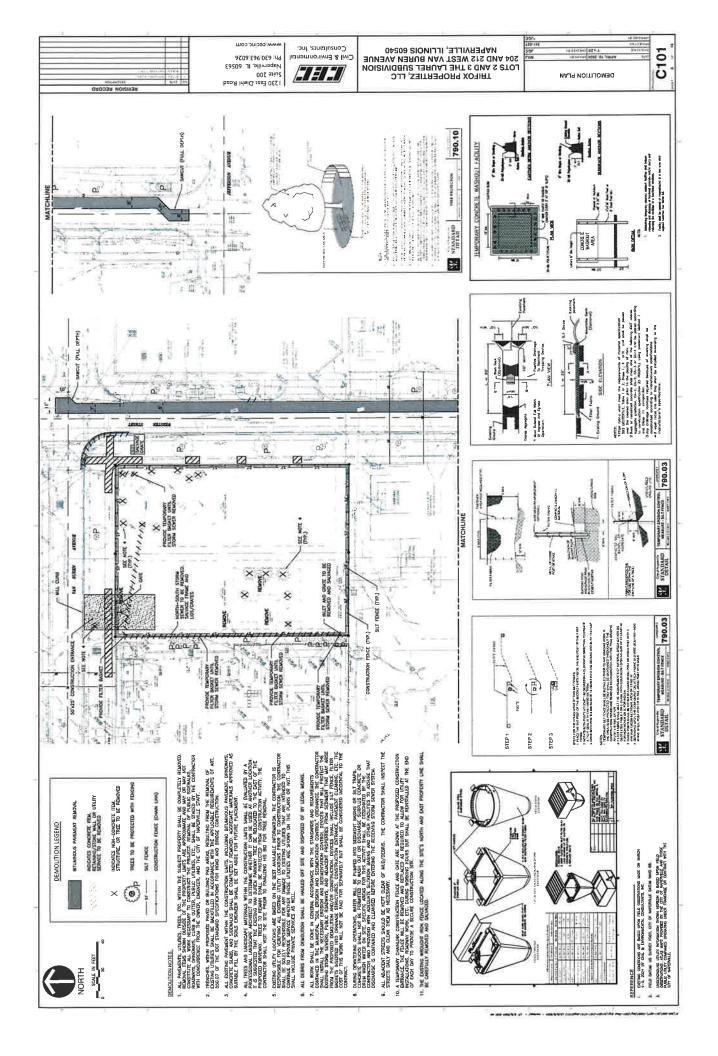
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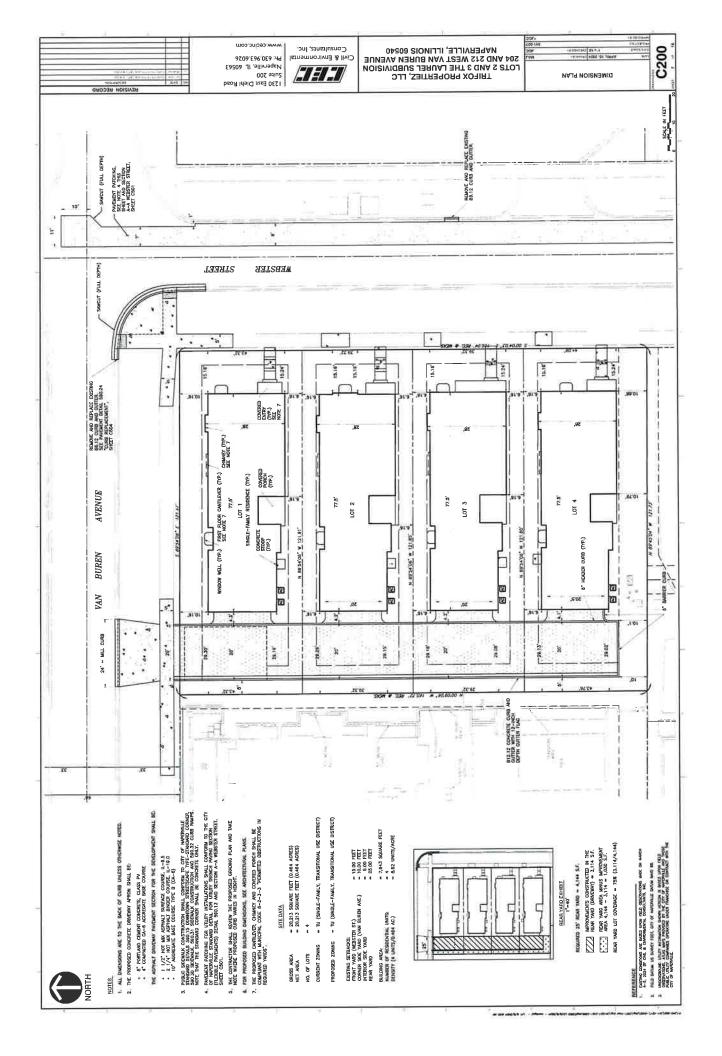
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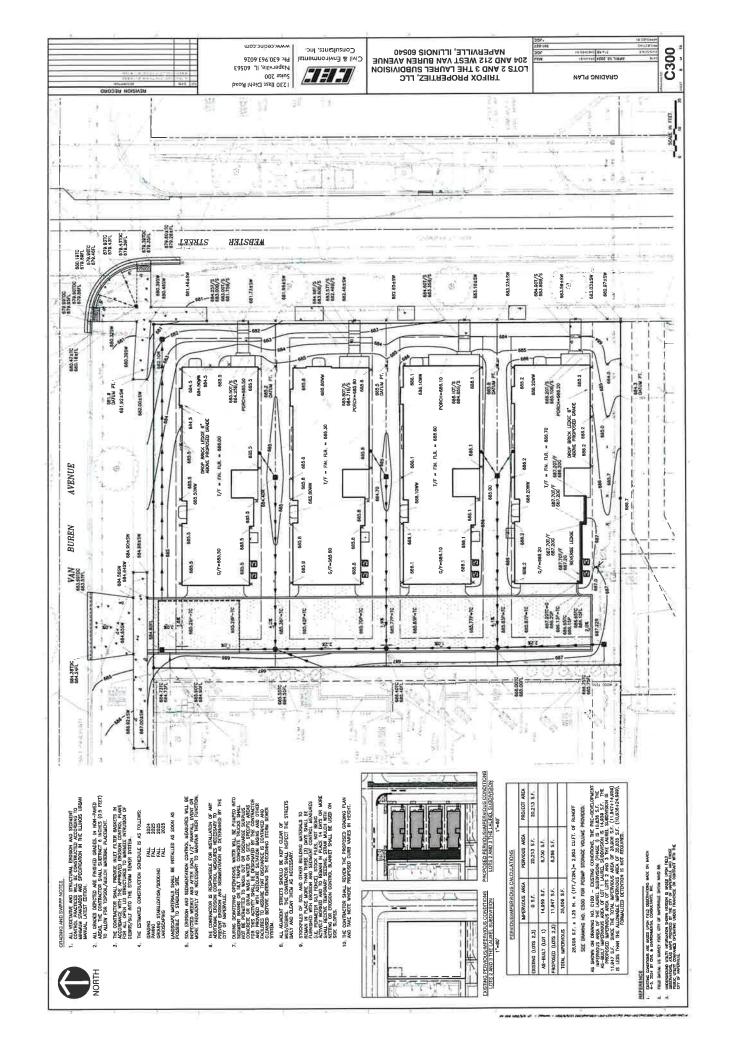
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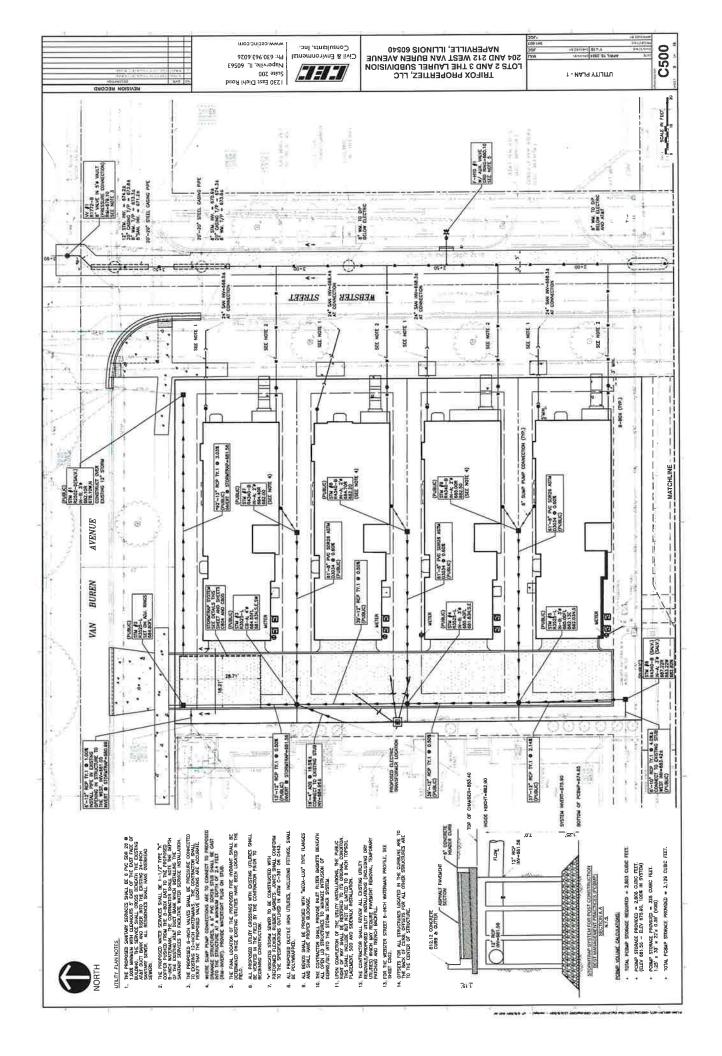
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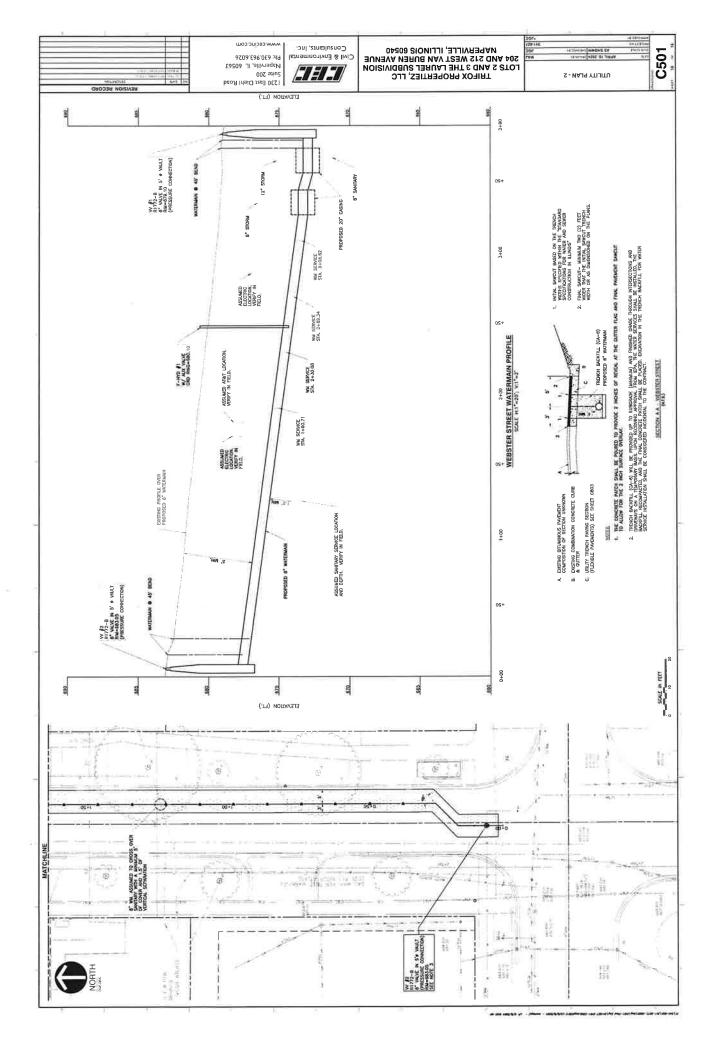
www cecinc com Consultants, Inc. TRIFOX PROPERTIEZ, LLC LOTS 2 AND 3 THE LAUREL SUBDIVISION 204 AND 212 WEST VAN BUREN AVENUE NAPERVILLE, ILLINOIS 60540 C100 9209 896 089 344 Civil & Environmental Naperville, IL 60563 THII) 1230 East Diehl Road Suite 200 ЕХІЗДІИВ СОИБІЛОИЗ (6) 0 Office of 0 O DI 13 FUTURE LOT 3 (334 SF + 453 SF) x 0.5 n 0.2 FT = 39 CU, FT (453 SF + 1153 SF) x 0.5 n 10 FT = 34 CU, FT (1133 SF + 1153 SF) x 0.5 n 0.6 FT = 637 CU, FT (1134 SF + 1163 SF) x 0.5 n 0.6 FT = 637 CU, FT (1135 SF + 1163 SF) x 0.5 n 0.6 FT = 637 CU, FT (1135 SF + 1163 SF) x 0.5 n 0.7 n 0. AS-BUILL PERMOUS/MPCHMOUS CONDITIONS
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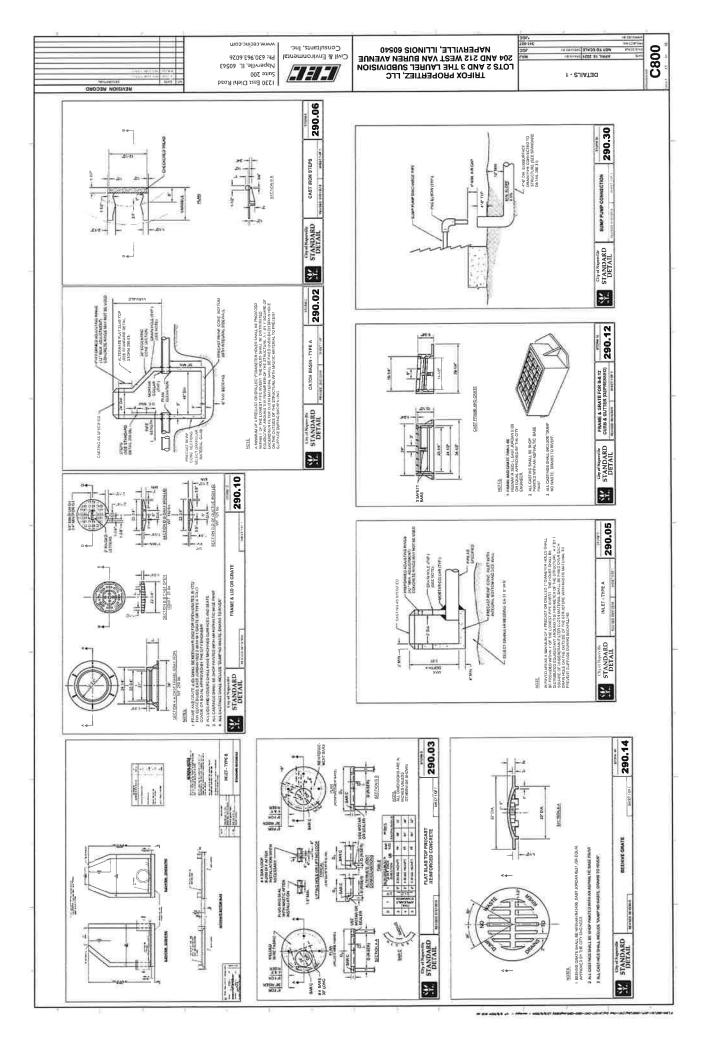










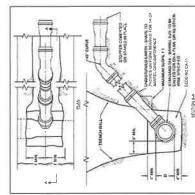


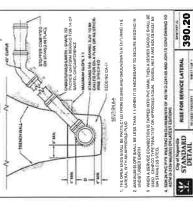
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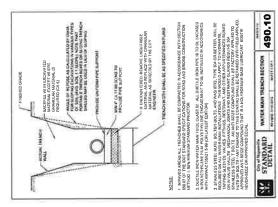
www.cecinc.com Civil & Environmental Consultants, Inc. Ph: 630,963,6026 Suite 200 Naperville, IL 60563 [TEIT] 1730 Esst Diehl Road

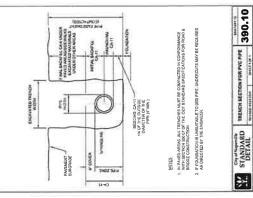
TRIFOX PROPERTIEZ, LLC LOTS 2 AND 3 THE LAUREL SUBDIVISION 204 AND 212 WEST VAN BUREN AVENUE NAPERVILLE, ILLINOIS 60540

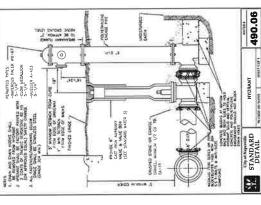
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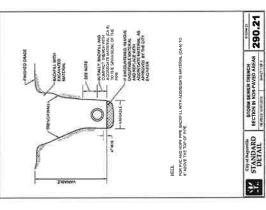


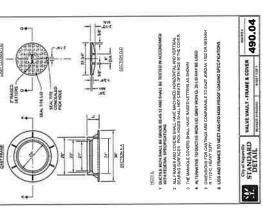


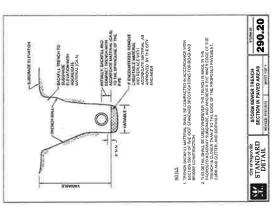


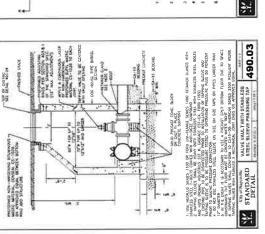












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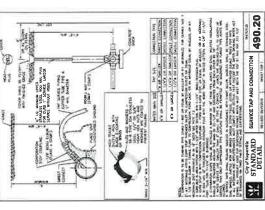
TRIFOX PROPERTIEZ, LLC LOTS 2 AND 3 THE LAUREL SUBDIVISION 204 AND 212 WEST VAN BUREN AVENUE NAPPERVILLE, ILLINOIS 60540

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Civil & Environmental Consultants, Inc. THE THE

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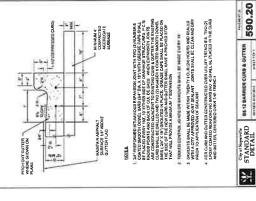
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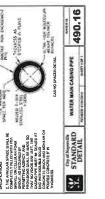
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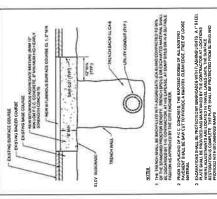
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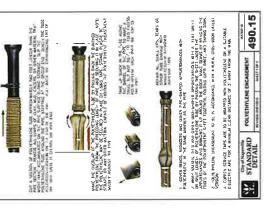




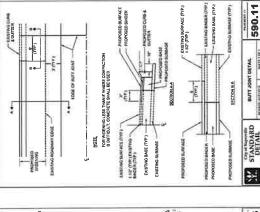


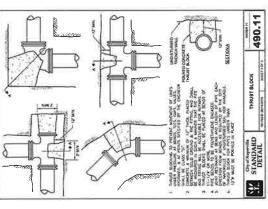


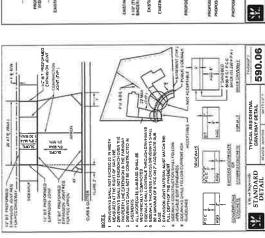


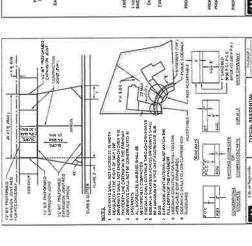


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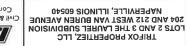


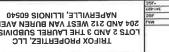




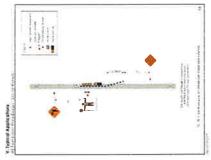


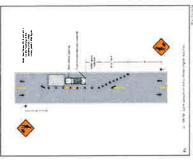


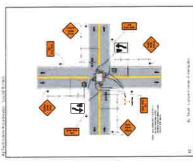


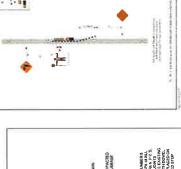


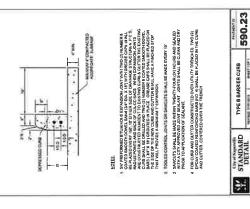




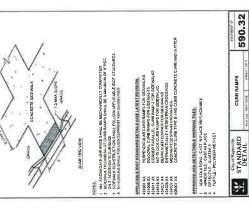


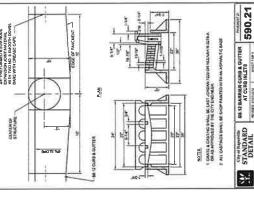


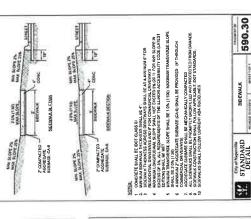


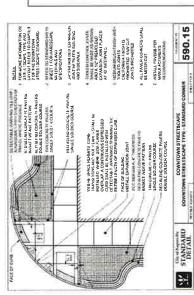


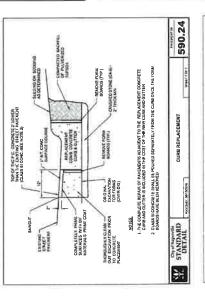


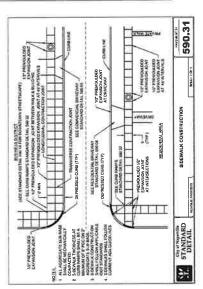


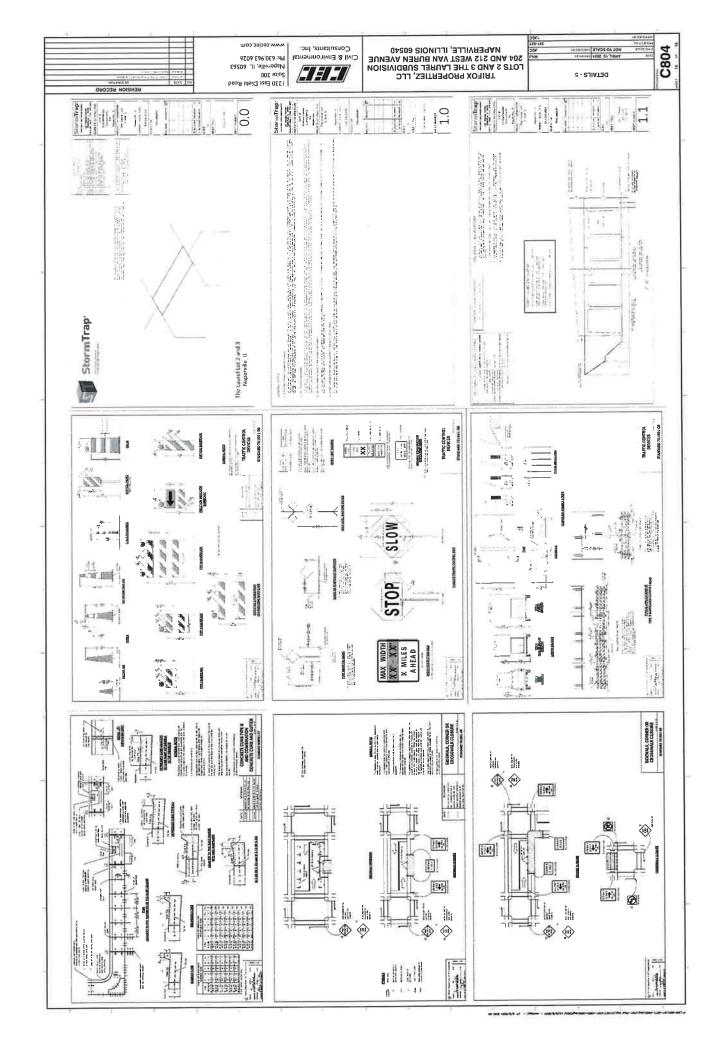












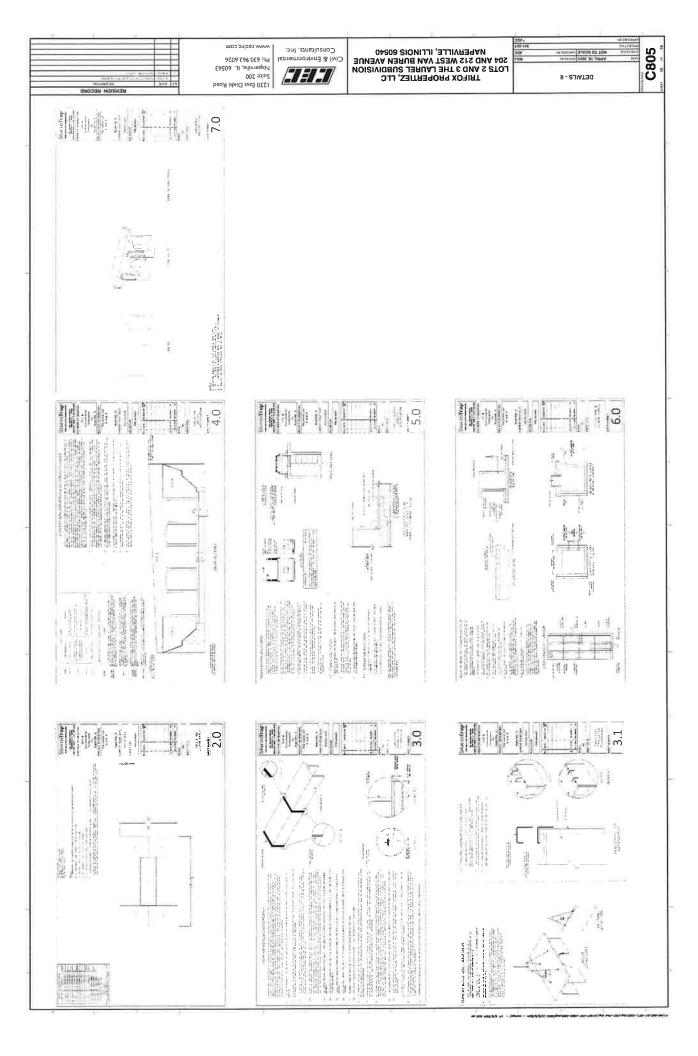


EXHIBIT D ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Project: Lots 2 and 3 The Laurel Subdivision Location: 204 and 212 West Van Buren Avenue, Naperville, Illinois 60540 Project #!: 341-027

Plan Dated: 4/17/2024 Date: 5/24/2024 Date: 5/24/2024 Estimated By: MJS
Checked By: JGC



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

				PUBLICW	PUBLIC WATERMAIN	PROPERTY A	PROPERTY AND ADJACENT			
				IMPROVEMI OF PRI (100% C	IMPROVEMENTS SOUTH OF PROPERTY (100% CITY COST)	100% DEVE	PUBLIC IMPORVEMENTS (100% DEVELPER COST)	TOTAL IMF	TOTAL IMPROVEMENTS	
ITEM	M WORK ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	NOTES
1,00	1,000 Earthwork and Erosion Control									
1.00	1.001 Еалthwork (Driveway, Utility Corridors)	LS	\$ 8,000,00	0		1.0	\$ 8,000,00	+	\$ 8,000,00	
1.002	32 Silt Fence	LF	\$ 2.00	0	s.	260	\$ 1,120,00	260	\$ 1,120.00	Includes Maintenance
1.00	1,003 Inlet Protection	EA	\$ 150.00	0	 \$	10	\$ 1,500,00	10	\$ 1,500.00	Includes Maintenance
1.00	1,004 Construction Entrance	EA	\$ 1,000.00	0	G	1	\$ 1,000,00	1	\$ 1,000.00	Includes Maintenance
100	1,005 Concrete Washout Facility	EA	\$ 800,00	0	69	1	\$ 800,00	1	\$ 800.00	Includes Maintenance
M		Sub-Total Ea	rthwork and E	Sub-Total Earthwork and Erosion Control	5		\$ 12,420.00		\$ 12,420.00	
2.00	2.000 Paving									
2.00	2.001 Asphalt Pavement with 10" Aggregate Base Course Type B (CA-6) (Driveway)	SY	\$ 45.00	0	9	314	\$ 14,130.00	314	\$ 14,130.00	
2.00	2,002 Portland Cement Concrete Pavement, 8" with 4" Aggregate Base (Includes Sidewalk)	SY	\$ 60.00	0	ь	47	\$ 2,820.00	47	\$ 2,820.00	
2,003	D3 Portland Cement Concrete Sidewalk, 4' with 2" Aggregate Base	SF	\$ 5.00	0	69	952	\$ 4,760,00	952	\$ 4,760.00	
2.00	2,003 Combination Concrete Curb and Guller, Type B6,12 with 4" Aggretgale Base	LF	\$ 15.00	0	9	92	\$ 1,140.00	92	\$ 1,140.00	
2,004	04 Combination Concrete Curb and Gulter, Type B12.12 with 4" Aggretgate Base	LF	\$ 17.00	0	s	158	\$ 2,686,00	158	\$ 2,686.00	
2.005	05 6" Barrier Curb	¥.	\$ 10,00	0	49	58	\$ 290,00	29	\$ 290,00	
2,006	06 6" Header Curb	LF	\$ 10,00	0	59	153	\$ 1,530,00	153	\$ 1,530,00	
2.007	07 Detectable Warming Tile	SF	\$ 25.00	0	s	20	\$ 500.00	20	\$ 500.00	
2.00	2,008 Concrete Sidewalk Removal	SF	\$ 4,00	0	sə	787	\$ 3,148.00	787	\$ 3,148.00	
2.00	2.009 Concrete Curb and Gutter Removal	LF	\$ 10.00	0 0	9	56	\$ 560.00	56	\$ 560.00	
2.0.	2.010 Mill Concrete Curb	T.	\$ 10.00	0 0	8	24	\$ 240.00	24	\$ 240.00	
	The state of the s		8	Sub-Total Paving			\$ 31,564.00	To the second	\$ 31,564,00	

Plan Dated: 4/17/2024 Date: 5/24/2024 Date: 5/24/2024

Project: Lots 2 and 3 The Laurel Subdivision Location: 204 and 212 West Van Buren Avenue, Naperville, Illinois 60540 Project #., 341-027

Estimated By: MJS
Checked By: JGC



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

					PUBLIC W IMPROVEMI OF PR	PUBLIC WATERMAIN IMPROVEMENTS SOUTH OF PROPERTY (100% CITY COST)	PROPERTY A PUBLIC IMP (100% DEVE	PROPERTY AND ADJACENT PUBLIC IMPORVEMENTS (100% DEVELPER COST)	TOTAL IM	TOTAL IMPROVEMENTS	
	ITEM	WORK ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	NOTES
11.7	3.000 Watermain	uin									
ā U	3,001 8" Valve i	8" Valve in 5' Diameter Vault with R1772-B Fr. & C.L. (Pressure Connection)	EA	\$ 10,000,00	E.	\$ 10,000.00	Ē:	\$ 10,000.00	.2	\$ 20,000,00	
7	3,002 8" Ductile	8" Ductile Iron Watermain, Class 52 (Polywrapped)	LF	\$ 75.00	169	\$ 12,675,00	206	\$ 15,450.00	375	\$ 28,125.00	
27	3 003 1.5" Type	1.5" Type "K" Copper Water Service	LF	\$ 50,00	0	s,	220	\$ 11,000.00	220	\$ 11,000.00	
IIV.	3 003 B-Box an	B-Box and Service Tap	LF	\$ 1,200.00	0	· ·	4	\$ 4,800,00	4	\$ 4,800.00	
411	3 004 20" Steel	20" Steel Casing Pipe	LF	\$ 100.00	0	s	40	\$ 4,000.00	40	\$ 4,000.00	
10	3 004 Fire Hydr	Fire Hydrant with Auxiliary Valve & Box	EA	\$ 6,000.00	0,5	\$ 3,000.00	0.5	\$ 3,000.00	1	\$ 6,000 00	
	3.005 Butiminou	Buliminous Pavement Removal and Replacement	SY	\$ 60.00	156	\$ 9,360.00	189	\$ 11,340,00	345	\$ 20,700,00	Inloudes disposal of asphall
	3.006 Trench Backfill	sackfill	CY	\$ 35.00	156	s	189	\$ 6,615.00	345	\$ 6,615,00	For utility installations
906				Water	main Sub-Tota	Watermain Sub-Total \$ 35,035.00		\$ 66,205.00		\$ 101,240.00	
	4 000 Sanitary Sewer) Sewer									
	4 001 6" PVC S	4 001 6" PVC Sanitary Sewer, SDR26	LF	\$ 45.00	0	c ₉	130	\$ 5,850,00	130	\$ 5,850.00	
	4 002 EJIW Cleanout	eanout	EA	\$ 500.00	0	69	4	\$ 2,000,00	4	\$ 2,000.00	
118	4 003 Trench Backfill	Sackfill	СУ	\$ 35.00	0	ı və	30	\$ 1,050,00	30	\$ 1,050,00	For utility installations
4 =			2 16	Sub-Total	Sub-Total Sanitary Sewer	S		\$ 8,900.00	N. P.	\$ 8,900.00	
١											

Project: Lots 2 and 3 The Laurel Subdivision Location: 204 and 212 West Van Buren Avenue, Naperville, Illinois 60540 Project #: 341-027

Plan Dated: 4/17/2024 Date: 5/24/2024 Date: 5/24/2024 Estimated By: MJS Checked By: JGC



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

				PUBLIC WATERMAIN IMPROVEMENTS SOUTH OF PROPERTY (100% CITY COST)	ATERMAIN NTS SOUTH PERTY Y COST)	PROPERTY AND ADJACENT PUBLIC IMPORVEMENTS (100% DEVELPER COST)	ROPERTY AND ADJACENT PUBLIC IMPORVEMENTS (100% DEVELPER COST)	TOTAL IMP	TOTAL IMPROVEMENTS	
ITEM	M WORK ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	NOTES
5.000	00 Storm Sewer									
5.00	5 001 4" ADS Storm Sewer	IJ	\$ 15,00	0	\$	18	\$ 270.00	18	\$ 270.00	
5.00	5,002 8" PVC Storm Sewer, SDR26	4.F	\$ 25.00	0	69	183	\$ 4,575.00	183	\$ 4,575.00	
5.00	5 003 10" RCP Type 1	5	\$ 30.00	0	69	9	\$ 180.00	9	\$ 180.00	
5.00	5.004 12" RCP Type 1	5	\$ 35.00	0	9	226	\$ 7,910.00	226	\$ 7,910,00	
5 005	35 Catch Basin Type "A" 4" a with R3525-L Frame and Grate	ā	\$ 2,000.00	0	÷	1	\$ 2,000.00	1	\$ 2,000.00	
5.00	5.006 Inlet Type "A" 2" o with R4340-B Frame and Grate	EA	\$ 800,00	0	€9	3	\$ 2,400.00	3	\$ 2,400.00	
5.007	07 Inlet Type "B" 3' a with R-2502-D Frame and Grate	EA	\$ 1,150.00	0	· ·	1	\$ 1,150.00	1	\$ 1,150.00	
5.008	08 Inlet Type "B" 3' ø with R3525-L Frame and Grate	ā	\$ 1,000.00	0	s	2	\$ 2,000.00	2	\$ 2,000.00	
5 009	09 R3525-L Frame and Grate	EA	\$ 600.00	0	· ·	1	00'009 \$	1	\$ 600.00	
5.0,	5,010 Inlet Type B (Salvage) with R4340-B (Salvage)	Æ	\$ 800,00	0	· •	1	\$ 800.00	1	\$ 800.00	
5.0	5,011 StormTrap Underground Detention System	SI	\$ 70,000.00	0	** \$	1	\$ 70,000,00	-	\$ 70,000,00	
5.0	5,012 Trench Backfill	ζ	\$ 35.00	0	9	110	\$ 3,850.00	110	\$ 3,850 00	For utility installations
		No. of London	Sub-Total	Sub-Total Storm Sewer		200	\$ 95,735.00		\$ 95,735,00	
Ш	Total Improvement Cost								\$ 249,859.00	

Total Improvement Cost + Contingency (10%)

Opinion of Cost Notes/Assumptions:

Estimated work terms and quantities are based on final engineering plans for The Laurel Subdivision by CEC dated May 17, 2024

2. CEC opinion of probable construction based solely upon our own experience with construction, published cost indices and similar references.

3. Costs should not be considered equivalent to a construction cost estimator or construction contractor quote.

4. Unit prices are shown in 2024 U.S. Dollars.

\$ 274,844.90

6/12/2024 @ 3 18 PM

TABLE A

SCHOOL DONATION CALUCLATION TABLE

School Donation Worksheet

Naperville-Wheaton Rd. Name of Subdivision

School Donation =

Land C ash 0.1123 \$35,745.09 = Total Land x \$318.300.00 =Round (((Total Elementary Pop x 0 0231) + (Total Jr High Pop x 0 0208) + (Total High School Pop x 0 0267)),4)

	C . 4 Yrs		Gender R.S		Simple High Charles 6-0		High School Suder 9-1		15 up		etal per U	dyn
Detached												
Single-family												
2-bedroom	0.120	0.000	0.411	0.000	0 138	0,000	0.222	0.000	1.856	0.000	2.746	0.000
3-bedroom	0.268	0.000	0.486	0.000	0.153	0.000	0.135	0.000	1.913	0.000	2.955	0.000
4-bedroom	0 371	1.484	0.702	2 308	0.259	1 036	0.242	0.968	1 985	7 940	3.532	14 128
5-bedroom	0 386	0.000	0.590	0.000	0 236	0.000	0.242	0.000	2 191	0.000	3.645	0.000
Attached												
Single-Family										100		11/2/2014
1-Bedroom				100.00						0,000		0.000
2-Bedroom	0.206	0.000	0.084	0 0 0 0 0	0.057	0.000	0.030	0.000	1 318	0.000	1.697	0.000
3-Bedroom	0.214	0.000	0.104	0 000	0.039	0.000	0.050	0.000	1 966	0.000	2 374	0.000
4-Bedroom	0.183	0.000	0.271	0.000	0.106	0.000	0.105	0.000	2.102	0.000	2.767	0.000
Apartments												
Efficiency	10					-		41.00	1,400	0.000	1.400	0.000
1-Bedroom	0.058	0:000	0.032	0.000	0.012	0.000	0.013	0.000	1.653	0.000	1.710	0.000
2-Bedroom	0.129	0.000	0.064	0.000	0.031	0.000	0.038	0.000	1.744	0.000	2 007	0.000
3-Eledroom	0.199	0.000	0 115	0 0 0 0	0.073	0.000	0.083	0.000	2.005	0.000	2.475	0 000
People Produced	_	1 484	_	2.808		1 036		0 968		7 940		14:128

CREDIT:

School Donation Worksheet

Name of Subdivision Naperville-Wheaton Rd.

School Donation =

Type of Line	Pre-School 6 4 Vrs		Elementary Grades K.S		Junior Fligh Grades 6-8		Righ School States 9-12		Adults IR-se		otal per Li	14
Detached												
Single-family												
2-bedroom	0.120	0.000	0.411	0.000	0.138	0.000	0.222	0.000	1.856	0.000	2.746	0.00
3-bedroom	0.268	0.268	0.486	0.485	0.153	0.153	0.135	0.135	1.913	1.913	2.955	2.95
4-bedroom	0.371	0.371	0.702	0.702	0.259	0.259	0.242	0 242	1.985	1.985	3.532	3 53
5-bedroom	0.386	0.000	0.590	0.000	0.236	0.000	0.242	0.000	2.191	0.000	3.645	0.00
Attached												
Single-Family												
1-Bedroom			7777							0.000		0.00
2-Bedroom	0.206	0.000	0.084	0.000	0.057	0.000	0.030	0.000	1 318	0.000	1.697	0.00
3-Bedroom	0.214	0.000	0.104	0.000	0 039	0.000	0.050	0 000	1 966	0.000	2.374	0.00
4-Bedroom	0.183	0.000	0.271	0.000	0.106	0.000	0.105	0.000	2.102	0.000	2.767	0.00
Apartments												
Efficiency									1 400	0.000	1,400	0.00
1-Bedroom	0.058	0.000	0.032	0.000	0.012	0.000	0.013	0.000	1.653	0.000	1.710	0.00
2-Bedroom	0.129	0.000	0.064	0.000	0.031	0.000	0.038	0.000	1.744	0.000	2.007	0.00
3-Bedroom	0.199	0.000	0.115	0.000	0.073	0.000	0.083	0.000	2.005	0.000	2.475	0.00
People Produced		0.639		1 188		0.412		0.377		3.898		6.48

TABLE B

PARK DONATION CALUCLATION TABLE

Park Donation Work Sheet

Name of Subdivision

LOT S 2 & 3 - THE LAUREL SUBDIVISION

Park Donation =

Land Cash 0.1199 538,799,64 = Land Donation × \$323,600 00 =Round((Total People Produced × 0.0086),4)

Type of Unit	Pre-Sch		Elemen Grades		Junior I Grades		High Sc Grades		Adul 18-a		Total pe	r Unit
Detached												
Single-family									10			110000000
2-bedroom	0 127	0 000	0 327	0.000	0 102	0.000	0.118	0 000	1779	0 000	2.453	0 00
3-bedroom	0.244	0 000	0.440	0.000	0 179	0 000	0 177	0 000	1 892	0 000	2 930	0.00
4 4-bedroom	0 34B	1 392	0.522	2.088	0.235	0.940	0.265	1 068	2 1 16	8.464	3.486	13.94
5-bedroom	0 333	0.000	0.533	0.000	0.262	0.000	0.279	0 000	2 344	0 000	3 750	0.00
Attached												
Single-Family												
1-Bedroom										0 000		0.00
2-Bedroom	0.072	0.000	0 091	0 000	0 044	0 000	0.080	0.000	1.610	0 000	1 897	0.00
3-Bedroom	0 157	0.000	0 178	0.000	0 060	0.000	0 113	0 000	1.746	0 000	2.253	0.00
4-Bedroom	0.217	0.000	0.358	0.000	0.154	0.000	0.198	0.000	2.127	0.000	3.053	0.00
Apartments												
Efficiency									1.210	0 000	1.210	0.00
1-Bedroom	0.015	0.000	0.033	0.000	0.013	0.000	0.013	0.000	1.691	0.000	1.764	0.00
2-Bedroom	0.037	0.000	0.063	0.000	0.028	0.000	0.030	0.000	1,748	0.000	1.906	0.00
3-Bedroom	0.037	0.000	0.152	0.000	0.091	0.000	0.083	0.000	2.330	0.000	2.692	0.00
People Produced		1.392		2.088		0.940		1 060		8,464		13.94

CREDIT:

Park Donation Work Sheet

Name of Subdivision

LOTS 2 & 3 - THE LAUREL SUBDIVISION

Park Donation =

Type of Unit	Pre-School 0 -4 Yrs		Elementary Grades K-5		Junior High Grades 6-8		High School Grades 9-12		Adoks 18 up		Total per Unit	
Detached												
Single-family			0.007	0.000	0.400	0.000	0.445	0.000	1 779	0.000	2 4 5 3	0.00
2-bedroom	0.127	0.000	0.327	0 000	0 102	0.000	0 118	0.000	1 892	1 892	2 9 3 0	2 93
1 3-bedroom	0.244	0 244	0.440	0 440	0 179	0.179	0 177	0.177				
1 4-bedroom	0.348	0 348	0.522	0.522	0.235	0.235	0.265	0.265	2.116	2116	3.486	3.48
5-bedroom	0.333	0.000	0.533	0.000	0 262	0.000	0.279	0 000	2 344	0 000	3 750	0.00
Attached Single-Family 1-Bedroom										0.000		0 00
2-Bedroom	0.072	0.000	0.091	0.000	0.044	0.000	0.080	0.000	1.610	0.000	1 897	0.00
3-Bedroom	0.157	0.000	0 178	0 000	0 060	0 000	0 113	0.000	1.746	0 000	2 253	0.00
4-Bedroom	0.217	0.000	0.358	0.000	0.154	0.000	0.198	0.000	2.127	0.000	3.053	0.00
Apartments Efficiency									1.210	0 000	1210	0.0
1-Bedroom	0.015	0.000	0.033	0.000	0.013	0.000	0.013	0.000	1.691	0.000	1 764	0.00
2-Bedroom	0 037	0.000	0.063	0.000	0 028	0.000	0 030	0.000	1 748	0.000	1 906	0.00
3-Bedroom	0.037	0.000	0.152	0.000	0.091	0.000	0.083	0.000	2.330	0.000	2.692	0.0
People Produced		0.592		0 962		0.414		0.442		4.008		6.4