

**NOTICE OF A PROPOSED RECAPTURE AGREEMENT
TO BE CONSIDERED AT THE NOVEMBER 7, 2018 CITY COUNCIL MEETING**

NOTICE is hereby given that K. Hovnanian at Trafford Place, LLC, an Illinois limited liability company with its office located at 1804 N. Naper Blvd. Suite 200, Naperville, Illinois 60563 (hereinafter, "K. Hovnanian") proposes to enter into a Roadway Improvement Recapture Agreement ("Recapture Agreement") with the City of Naperville, an Illinois municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, with offices located at 400 South Eagle Street, Naperville, Illinois, 60540 (the "City"). The proposed Recapture Agreement is enclosed with this Notice.

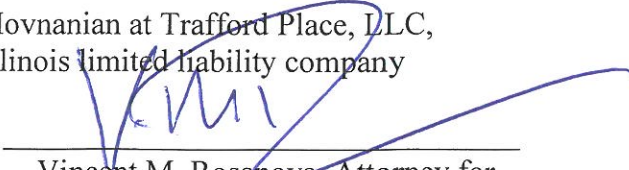
K. Hovnanian is the owner of certain real property located in the City commonly known as the Villas at Trafford Place Subdivision, which development is legally described on Exhibit A to the Recapture Agreement. The City requested that K. Hovnanian construct, or cause to be constructed certain off-site roadway improvements pursuant to an Annexation Agreement recorded with the DuPage County Recorder as Document No. R2015-068334. The Annexation Agreement provides that K. Hovnanian has the right to request the City to enter into a recapture agreement by which some of the costs of those improvements may one day be reimbursed by the owner or owners of other property or properties which the City Engineer determines benefit from those improvements. However, such reimbursement is only to occur if and when certain events take place. (See Paragraph 2(B) on page 4 of the proposed Recapture Agreement). The Approved Engineering Plans for the improvements and the Certified Costs of the improvements are set forth on Exhibits C and D of the Recapture Agreement.

The City Engineer has determined that the property located at 24W575 75th Street, Naperville, Illinois 60565 and legally described on Exhibit B to the Recapture Agreement is benefited by the improvements as set forth in the Recapture Agreement ("Benefited Property") and should therefore be notified of the City Council meeting at which the Recapture Agreement will be considered. Upon approval of the Recapture Agreement by the City Council, it will be recorded with the DuPage County Recorder on the parcel identification number for the Benefited Property [08-28-301-018].

A meeting will be held on said Recapture Agreement before the Naperville City Council in the Council Chambers, 400 S. Eagle Street, Naperville, Illinois, on November 7, 2018, at 7:00 p.m., at which time the City Council members will comment on this matter and such other matters as may properly be scheduled on the City Council agenda. If you have questions, please contact William Novack, City Engineer and Director of Transportation, Engineering and Development at 630-420-6704.

Dated this 13th day of OCTOBER, 2018

K. Hovnanian at Trafford Place, LLC,
an Illinois limited liability company

By: 

Vincent M. Rosanova, Attorney for
K. Hovnanian at Trafford Place, LLC

Prepared By:
Rosanova & Whitaker, Ltd.
30 W. Jefferson Ave., Ste. 200
Naperville, IL 60540

After Recording Return To:
Naperville Legal Department
400 W. Eagle Street
Naperville, Illinois 60540

P.I.N. Number
08-28-301-018

FOR RECORDER'S USE ONLY

**VILLAS AT TRAFFORD PLACE SUBDIVISION
NAPERVILLE, ILLINOIS
ROADWAY IMPROVEMENT RECAPTURE AGREEMENT**

THIS ROADWAY IMPROVEMENT RECAPTURE agreement ("Agreement") is made and entered into as of the ____ day of _____, 2018, by and between **K. HOVNANIAN AT TRAFFORD PLACE, LLC**, an Illinois limited liability company, ("K. Hovnanian") authorized to conduct business in the State of Illinois with offices located at 1804 N. Naper Blvd. Suite 200, Naperville, Illinois 60563, and the **CITY OF NAPERVILLE**, an Illinois municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois ("City") with offices located at 400 South Eagle Street, Naperville, Illinois, 60540.

WITNESSETH:

WHEREAS, K. Hovnanian has subdivided and is developing certain real property located in the City commonly known as the Villas at Trafford Place Subdivision which development is legally described on **Exhibit A** (“Subject Property”); and

WHEREAS, K. Hovnanian, is the current owner of the Subject Property; and

WHEREAS, the City requested that K. Hovnanian construct, or cause to be constructed, certain off-site roadway improvements necessary to extend Castle Lawn Court (formerly known as College Road) from the northern border of the Subject Property to 75th Street (“Castle Lawn Court Improvement”) and the installation of a left-hand turn lane from 75th Street to Castle Lawn Court (“75th Street Improvement”), collectively (the “Roadway Improvements”); and

WHEREAS, K. Hovnanian has agreed to construct said Roadway Improvements; and

WHEREAS, in addition to the Villas at Trafford Place Subdivision, the Roadway Improvements will benefit other property which may connect to and use the Roadway Improvements in the future (the “Benefited Property”); and

WHEREAS, the City and K. Hovnanian agreed pursuant to that certain annexation agreement between the City and K. Hovnanian dated May 6, 2015 and recorded in DuPage County as Document No. R2015-068334 that upon completion of the Roadway Improvements, K. Hovnanian shall be entitled to recapture of a portion of its costs from property which the City determines will be expected to benefit from said Roadway Improvements.

WHEREAS, the City has determined that the property located at 24W575 75th Street, Naperville, Illinois 60565 is benefited by the Roadway Improvements (“Benefited Property”); and

WHEREAS, the Benefited Property is depicted and legally described on **Exhibit B**, attached hereto and made a part hereof; and

WHEREAS, the Roadway Improvements have been constructed in accordance with all applicable City codes and ordinances, and the approved engineering plans prepared by Roake & Associates, Incorporated dated June 24, 2015, last revised October 9, 2015 which are attached hereto and made a part hereof on Exhibit C (the “Approved Engineering Plans”); and

WHEREAS, K. Hovnanian is entitled to recapture from the Benefited Property based on the Certified Costs (defined below) attached hereto as Exhibit D for the cost of constructing the Roadway Improvements attributable to the Benefited Property to the extent permitted by Illinois law, including: roadway design, engineering, mass grading, earthwork improvements, utility relocation, pavement improvements, widening, storm sewer improvements, landscaping traffic control measures and soil erosion control; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. **Preambles/Authority.** The recitations set forth in the foregoing preambles are material to this Agreement and are expressly incorporated into and made a part of this Agreement as fully as though set forth in their entirety in this Paragraph 1. This Agreement is entered into by the City pursuant to (a) the authorities conferred upon it by the provisions of 65 ILCS 5/9-5-1 and 5/9-5-2, and (b) the City’s authorities as a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970.

2. **Allocation and Recapture of Certified Costs.**

(A) **Allocation.** The actual recapture amounts for the Roadway Improvements shall be based upon the certification of recapture costs (“Certified Costs”) attached hereto as Exhibit D. The Certified Costs of constructing the Roadway Improvements shall be allocated to the Benefited Property at a rate of one hundred percent (100%) of the Certified

Cost for the Castle Lawn Court Improvement along the Benefited Property frontage extending to the southern 75th Street right-of-way line and fifty percent (50%) of the Certified Cost for the 75th Street Improvement.

(B) **Recapture from Benefited Property.** K. Hovnanian or its assign shall be reimbursed for the portion of the Certified Costs of the Roadway Improvements attributable to the Benefited Property through the collection of a special and additional connection fee (the "Recapture Fee") from the owners and developers of the Benefited Property on the basis described in Paragraph 2(A) above.

The Recapture Fee and interest shall be collected by the City upon the first to occur of (i) approval by the City of a final plat of subdivision or re-subdivision or planned unit development for any portion of the Benefited Property; (ii) approval of final engineering plans for any portion of the Benefited Property by the City; (iii) connection of any portion of the Benefited Property to any City utility or roadway improvement; or (iv) annexation to the City of Naperville.

3. **Connection.** The Parties acknowledge that all owners and developers of any portion of the Benefited Property shall have the right to connect to the Roadway Improvements as long as they first shall have paid the City (a) all recapture amounts owed to K. Hovnanian; and (b) simple interest computed using the Engineering News Record Construction Cost Index from June 2018. In no event shall interest exceed the principal amount owed by the owner(s) of the Benefited Property.

4. **Collection and Payment of Fees.** To the extent permitted by law, the City agrees to endeavor in good faith to collect the Recapture Fee and interest described herein. However, the parties recognize the possibility of inadvertent omissions or errors. K. Hovnanian agrees that the

City shall not be liable in any way in the event that the City inadvertently fails to collect or enforce payment of the Recapture Fee or interest thereon. The City's obligation to collect and pay the Recapture Fee pursuant to this Agreement constitutes a limited obligation of the City, payable solely from the amounts received by the City from the owners of Benefiting Property. This obligation does not now and shall never constitute a general indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision or give rise to any pecuniary liability of the City.

5. **Term.** This Agreement shall remain in full force and effect until the first to occur of (a) such time as K. Hovnanian has been fully reimbursed for the portion of the Certified Cost of constructing the Roadway Improvements attributable to the Benefited Property and has received all interest payable hereunder, or (b) twenty (20) years from the date of this Agreement.

6. **Notice.** Notices shall be given by prepaid overnight mail sent by a nationally recognized delivery service and shall be deemed given two (2) business days after the delivery of such notice to the delivery service. Notices given by email shall be deemed given on the day of sending provided such notice is also given by prepaid overnight mail in the manner described above within one (1) business day of the sending of such emailed notice. The identity of the Parties and the addresses set forth above may be changed by giving notice as provided above. Any such notice may also be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the City:

City Attorney
Naperville Legal Department
400 S. Eagle Street
Naperville, Illinois 60540

With a copy to:

City Engineer
400 S. Eagle Street
Naperville, Illinois 60540

If to K. Hovnanian:

K. Hovnanian at Trafford Place
1804 N. Naper Blvd. Suite 200
Naperville, Illinois 60563
Attention: Jon Isherwood
Fax No. (630) 210-8869

With a copy to:

Rosanova & Whitaker, Ltd.
30 W. Jefferson Ave. Suite 200
Naperville, Illinois 60540
Attention: Vince Rosanova
Fax No. (630) 352-3610

Notice may be given to such other address as any party may, from time to time, designate in a written notice to the other party.

7. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, K. Hovnanian and its successors, grantees and assigns, and upon successor corporate authorities of the City and successor municipalities.

8. **City Approval.** The City agrees to approve this Agreement by ordinance or resolution. This Agreement shall become effective upon its execution by the parties and the recording of the Agreement and ordinance or resolution with the DuPage County Recorder.

9. **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.

10. **Administrative Fee.** Simultaneously with the execution of this Agreement, K. Hovnanian shall pay to the City a \$500.00 fee to offset the City's administrative costs for collection and remittance of Recapture Amounts.

11. **Integration and Amendment.** This Agreement contains the entire agreement of the parties relative to the subject matter hereof. This Agreement may be modified only by written agreement of the parties.

12. **Remedies.**

(A) It is agreed that the parties may, at law or in equity, by suit, action, mandamus or other proceeding, compel the performance of this Agreement.

(B) In the event of a material breach of this Agreement, the parties agree that the party claiming breach shall give prompt written notice of such alleged breach, and the party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to the seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same). Notwithstanding the foregoing, or any other provision in this Agreement, if the material breach alleged is failure by the City to collect the Recapture Fee and/or interest, upon notice of such breach, the remedies available to K. Hovnanian shall be that: Notwithstanding the foregoing, or any other provision in this Agreement, if the material breach alleged is failure by the City to collect the Recapture Fee and/or interest, upon notice of such breach:

1. The City shall request the Benefiting Party to pay the City the Recapture Fee and interest described herein (hereinafter "Request for Payment") which payment when made shall be remitted to K. Hovnanian or its successors, grantees and assigns;

2. If payment is not made by the Benefiting Property Owner in response to the Request for Payment, the City may, in its sole discretion:
 - a. Opt to enforce payment of said Recapture Fee and interest through litigation, and the costs and expenses thereof, including but not limited to attorney's fees, shall be paid by K. Hovnanian; or
 - b. Upon the written request of K. Hovnanian, assign its rights under this Agreement to K. Hovnanian for the purposes of enforcement of payment of said Recapture Fee and interest at K. Hovnanian's sole cost.
3. If none of the above has occurred or commenced within six (6) months of the City's failure to collect the Recapture Fee and interest, the City shall collect said Recapture Fee and interest upon the next request by the owner of the Benefiting Property for annexation, issuance of any permit, approval of any subdivision or PUD plat, or approval of engineering plans related to the Benefiting Property.

10. **Severability.** If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any other provision contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of Recapture Fees or interest payable hereunder exceeds the amount that may be recaptured under currently-existing or subsequently-enacted law, then such amount shall be automatically reduced to the final order amount, as the court then determines would conform to such requirements of law, so that the provision establishing the Recapture Fees and interest payable may be given force and effect. No party to this Agreement shall contest the validity or enforceability, or assert the invalidity or unenforceability, of any provision of this Agreement.

11. **Authorizations.** The parties represent and warrant that the individuals executing this Agreement on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions, and approvals have been secured prior to the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized corporate officers and have caused their corporate seals to be hereunto affixed all as of the day and year first above written.

[Signature page follows]

CITY OF NAPERVILLE

By: _____
Name: Douglas A. Krieger
Its: City Manager

ATTEST

By: _____
Name: Pam LaFeber, Ph.D.
Its: City Clerk

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 Douglas A. Krieger and Pam Gallahue, personally known to me to be the City Manager and City Clerk, respectively, of the City of Naperville, and personally known to me to be the same persons whose names are subscribed to the foregoing Roadway Improvement Recapture Agreement, appeared before me this day in person and severally acknowledged to me that as such City Manager and City Clerk, they signed and delivered the said Agreement, and caused the corporate seal of said City to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

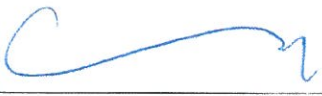
Given under my hand and official seal, this _____ day of _____, 2018.

NOTARY PUBLIC

My Commission expires: _____

K. HOVNANIAN AT TRAFFORD PLACE
An Illinois Limited Liability Company

BY: K. Hovnanian Developments of Illinois, Inc.,
An Illinois corporation
Its Sole Member

BY: 

Andrew Konovodoff
Its: 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 Andrew Konovodoff, personally known to me to be the President of K. Hovnanian at Trafford Place, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing Roadway Improvement Recapture Agreement, appeared before me this day in person and severally acknowledged to me that as such President of said corporation, he signed and delivered the said Agreement, as his 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 10th day of September, 2018.



NOTARY PUBLIC

My Commission expires: 01/23/2022



OFFICIAL SEAL
DANIELLE MARCHESE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/23/25

EXHIBIT A

PINS, LEGAL DESCRIPTION, COMMON ADDRESS OF SUBJECT PROPERTY

LOT	OLD PIN	NEW PINS
4	08-28-301-040	08-28-301-074 08-28-301-075
5	08-28-301-041	08-28-301-041 (not split)
6	08-28-301-042	08-28-301-059 08-28-301-058
7	08-28-301-043	08-28-301-056 08-28-301-057
8	08-28-301-044	08-28-301-061 08-28-301-060
9	08-28-301-045	08-28-301-054 08-28-301-055
10	08-28-301-046	08-28-301-073 08-28-301-072
11	08-28-301-047	08-28-301-071 08-28-301-070
12	08-28-301-048	08-28-301-069 08-28-301-068
13	08-28-301-049	08-28-301-067 08-28-301-066
OUTLOT A	08-28-301-050	08-28-301-050
1	08-28-301-051	08-28-301-051 (not split)
2	08-28-301-052	08-28-301-065 08-28-301-064
3	08-28-301-053	08-28-301-063 08-28-301-062

Legal Description: VILLAS AT TRAFFORD PLACE, BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 2015, AS DOCUMENT NUMBER R2015-116803 IN DUPAGE COUNTY, ILLINOIS.

Common Address: 8S454 College Road, Naperville, IL 60565



Transportation, Engineering and
Development Business Group
www.naperville.il.us
Date: 9/12/2018

City of Naperville
TRAFFORD RECAPTURE AGREEMENT



SUBJECT PROPERTY

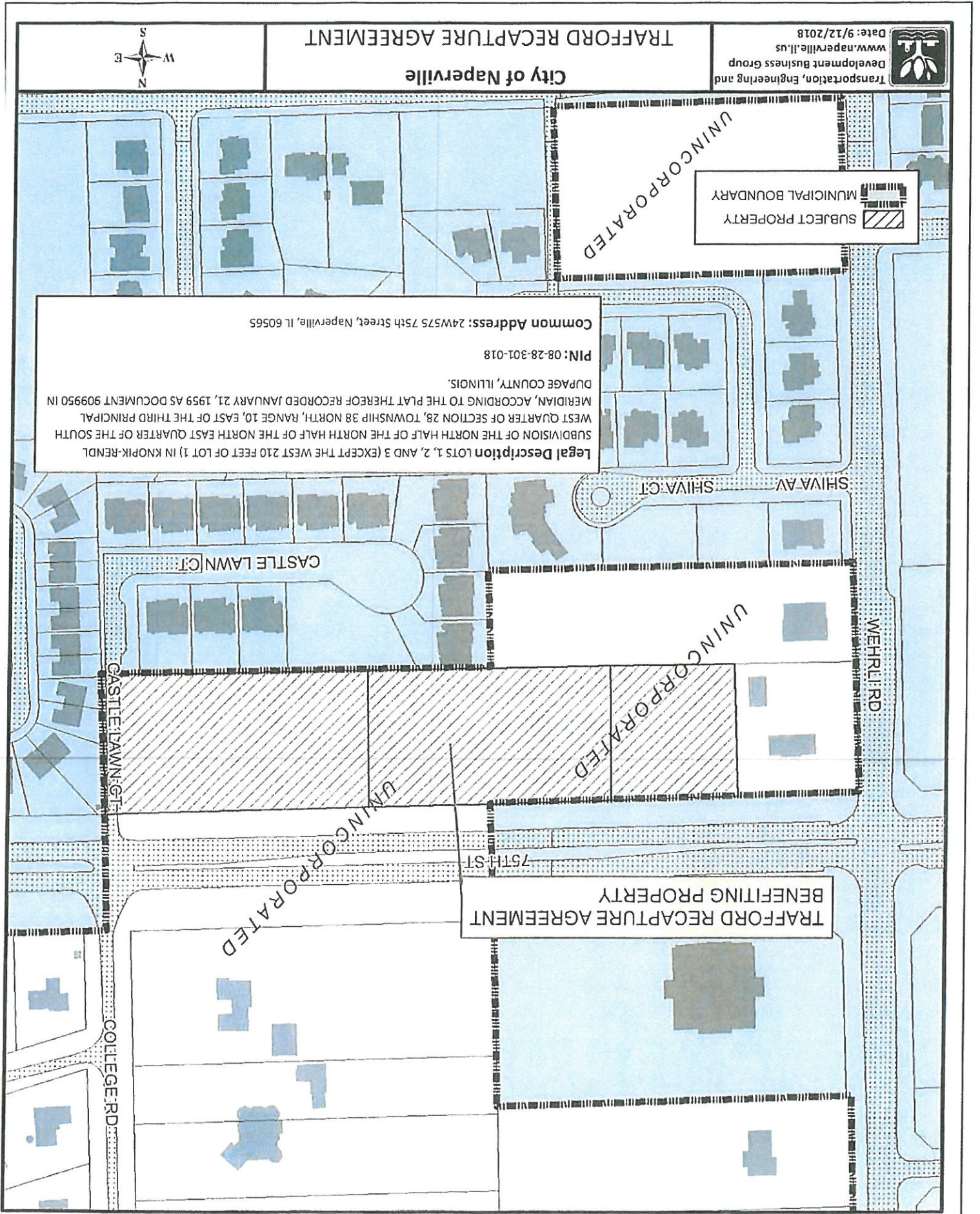
MUNICIPAL BOUNDARY

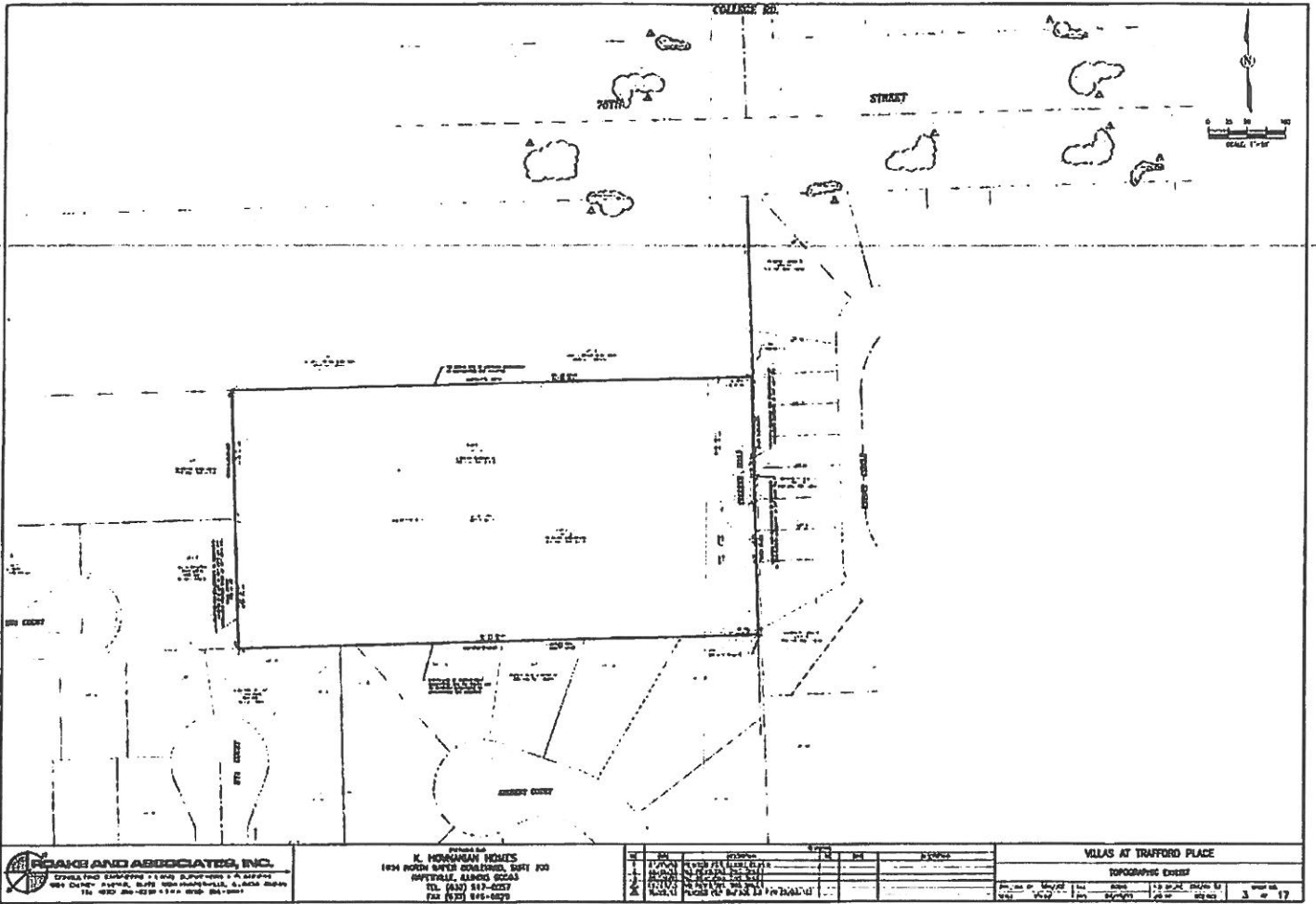
Legal Description OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959 AS DOCUMENT 909950 IN DUPAGE COUNTY, ILLINOIS.

PIN: 08-28-301-018

Common Address: 24W575 75th Street, Naperville, IL 60565

TRAFFORD RECAPTURE AGREEMENT
BENEFITING PROPERTY



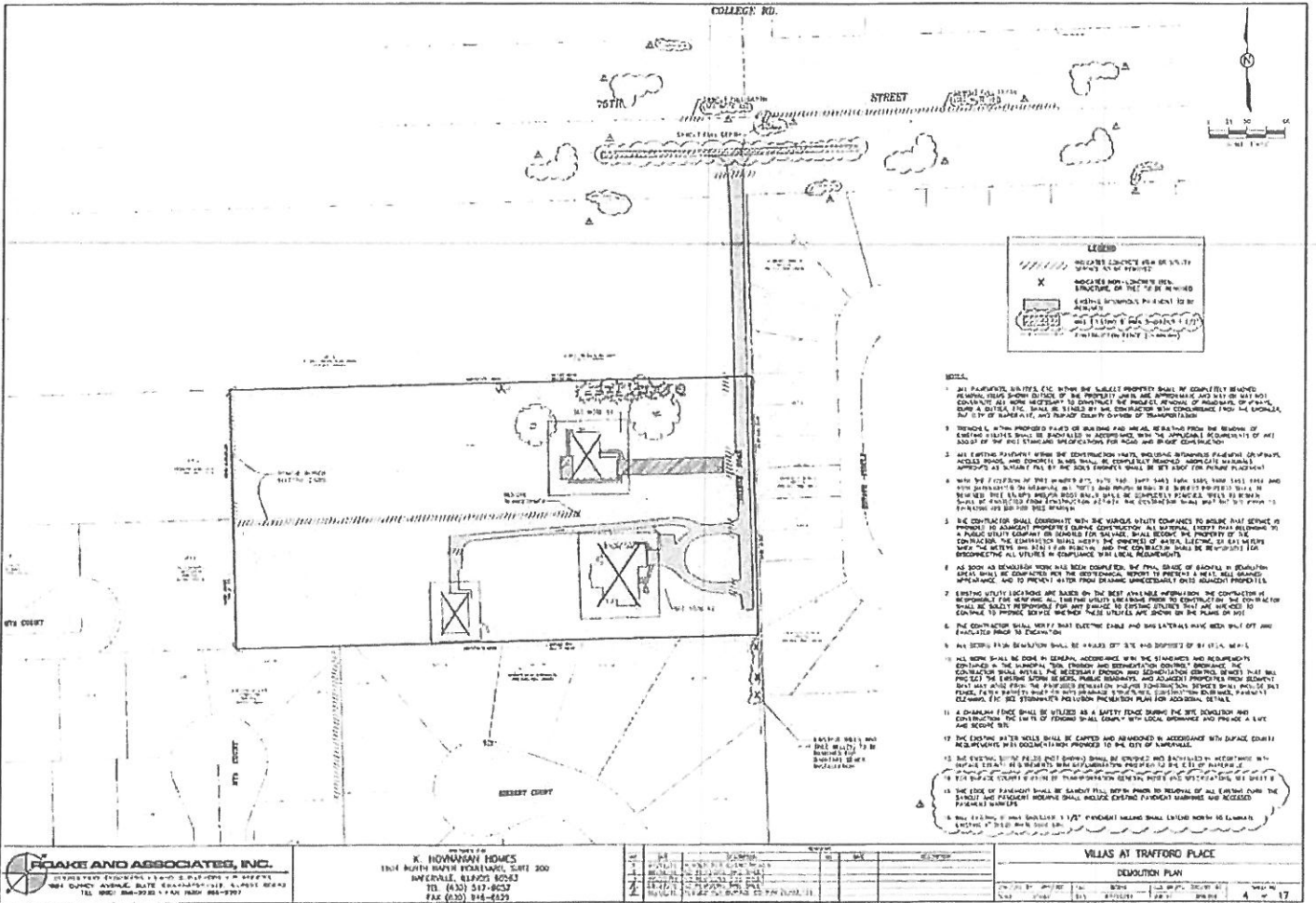


PEAK AND ASSOCIATED, INC.
 CIVIL AND ARCHITECTURAL ENGINEERS
 1024 NORTH BAY DRIVE, SUITE 200
 HAVERTHILL, MISSOURI 64029
 TEL: (816) 316-0227
 FAX: (816) 316-0229

Prepared for
K. HERRMAN HEDDES
 1024 NORTH BAY DRIVE, SUITE 200
 HAVERTHILL, MISSOURI 64029
 TEL: (816) 316-0227
 FAX: (816) 316-0229

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/15/01	PRELIMINARY PLAN	...	...
2	11/15/01	REVISED PLAN	...	...
3	12/15/01	FINAL PLAN	...	...

VILLAS AT TRAFFORD PLACE
 TOPOGRAPHIC EXIST
 SHEET NO. 3 OF 17



LEGEND

- (dashed line) EXISTING CONCRETE CURB OR WALL
- (dotted line) EXISTING SIDEWALK
- X (cross symbol) EXISTING FOUNDATION OR STRUCTURE TO BE DEMOLISHED
- (dashed line) EXISTING UTILITY LOCATIONS TO BE REMOVED
- (dotted line) EXISTING UTILITY LOCATIONS TO BE MAINTAINED

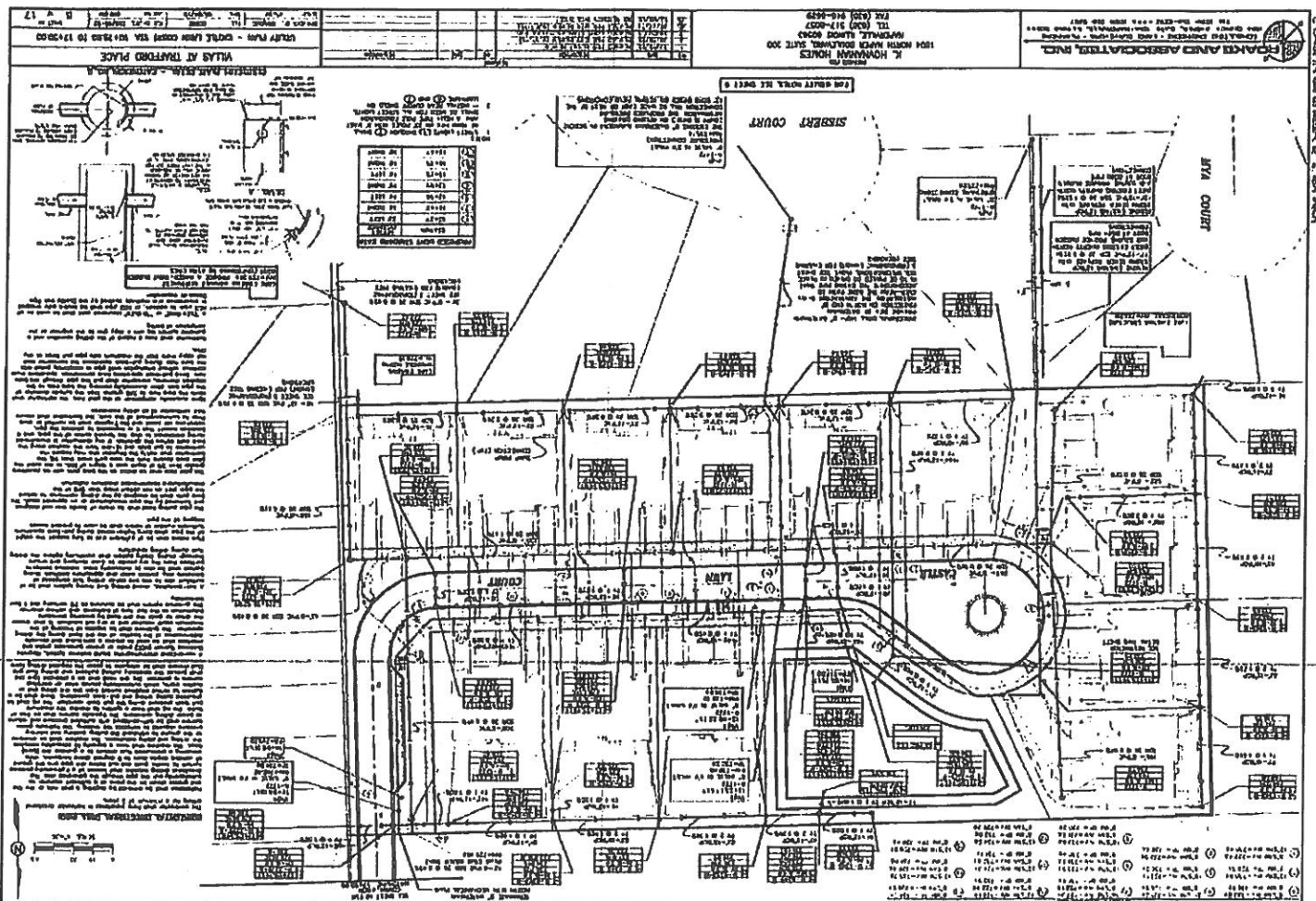
- NOTES**
1. ALL UTILITIES, SERVICES, ETC. UNDER THE SUBJECT PROPERTY SHALL BE COMPLETELY REMOVED. PROPERTY OWNER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND SERVICES AND SHALL BE RESPONSIBLE FOR ANY NECESSARY TO CONDUCT THE PROJECT. APPROVAL OF REMOVAL OF UTILITIES, SERVICES, ETC. SHALL BE OBTAINED BY THE CONTRACTOR FROM THE LOCAL PUBLIC UTILITY COMPANIES AND THE LOCAL GOVERNMENT OFFICE OF TRANSPORTATION.
 2. UTILITIES TO BE REMOVED SHALL BE IDENTIFIED BY THE CONTRACTOR FROM THE RECORDS OF THE LOCAL PUBLIC UTILITY COMPANIES AND THE LOCAL GOVERNMENT OFFICE OF TRANSPORTATION.
 3. ALL EXISTING UTILITIES UNDER THE DEMOLITION AREA, INCLUDING UTILITIES UNDER PAVED AREAS, SHALL BE IDENTIFIED BY THE CONTRACTOR AND COMPLETELY REMOVED. APPROPRIATE MATERIALS APPROVED AS ACCEPTED SHALL BE USED TO REPAIR THE AREA TO BE LEFT FOR FUTURE DEVELOPMENT.
 4. ALL UTILITIES UNDER THE DEMOLITION AREA, INCLUDING UTILITIES UNDER PAVED AREAS, SHALL BE IDENTIFIED BY THE CONTRACTOR AND COMPLETELY REMOVED. APPROPRIATE MATERIALS APPROVED AS ACCEPTED SHALL BE USED TO REPAIR THE AREA TO BE LEFT FOR FUTURE DEVELOPMENT.
 5. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL PUBLIC UTILITY COMPANIES TO VERIFY THAT SERVICE TO ADJACENT PROPERTIES DURING CONSTRUCTION. ALL NECESSARY SERVICE SHALL BE PROVIDED BY A PUBLIC UTILITY COMPANY OR OTHER SERVICE PROVIDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE SERVICE TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE SERVICE TO ADJACENT PROPERTIES.
 6. AS SOON AS DEMOLITION WORK HAS BEEN COMPLETED, THE FINAL GRADE OF DEMOLITION AREAS SHALL BE COMPACTED WITH THE APPROVED MATERIALS TO PREVENT A WEIL AND GRADE DIFFERENTIALS AND TO PREVENT WATER FROM DRAINING UNDESIRABLY ONTO ADJACENT PROPERTIES.
 7. EXISTING UTILITY LOCATIONS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES UNDER THE DEMOLITION AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES UNDER THE DEMOLITION AREA.
 8. THE CONTRACTOR SHALL VERIFY THAT EXISTING CURB AND SIDEWALKS HAVE BEEN LIFTED AND REPAIRED PRIOR TO DEMOLITION.
 9. ALL DEMOLITION SHALL BE PERFORMED BY THE CONTRACTOR AND SHALL BE SUBJECT TO ALL LOCAL, STATE AND FEDERAL REGULATIONS.
 10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS ESTABLISHED BY THE LOCAL, STATE AND FEDERAL GOVERNMENTS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF WORK.
 11. A DRAINAGE FENCE SHALL BE INSTALLED AS A SAFETY FENCE DURING THE DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF WORK.
 12. THE EXISTING WATER WELLS SHALL BE CAPTED AND ABANDONED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF WORK.
 13. ALL EXISTING UTILITIES AND SERVICES SHALL BE IDENTIFIED AND REMOVED IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS ESTABLISHED BY THE LOCAL, STATE AND FEDERAL GOVERNMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF WORK.
 14. THE EXISTING CURB AND SIDEWALKS SHALL BE IDENTIFIED AND REMOVED IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS ESTABLISHED BY THE LOCAL, STATE AND FEDERAL GOVERNMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF WORK.
 15. THE EXISTING CURB AND SIDEWALKS SHALL BE IDENTIFIED AND REMOVED IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS ESTABLISHED BY THE LOCAL, STATE AND FEDERAL GOVERNMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF WORK.

ROAKE AND ASSOCIATES, INC.
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: (303) 733-8833 FAX: (303) 733-8833

K. HINDMAN HOMES
 1801 NORTH BAYVIEW AVENUE, SUITE 200
 DENVER, COLORADO 80243
 TEL: (303) 733-8833 FAX: (303) 733-8833

NO.	DATE	DESCRIPTION
1	10/15/03	ISSUED FOR PERMITS
2	10/20/03	REVISED PERMITS
3	10/25/03	REVISED PERMITS
4	11/01/03	REVISED PERMITS

VILLARS AT TRAFFORD PLACE			
DEMOLITION PLAN			
DATE	BY	SCALE	SHEET NO.
10/15/03	JK	AS SHOWN	4 OF 17

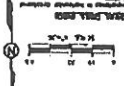


NO.	DATE	DESCRIPTION
1	10/15/00	PRELIMINARY
2	11/10/00	REVISED
3	12/15/00	REVISED
4	01/10/01	REVISED
5	02/15/01	REVISED
6	03/10/01	REVISED
7	04/15/01	REVISED
8	05/10/01	REVISED
9	06/15/01	REVISED
10	07/10/01	REVISED
11	08/15/01	REVISED
12	09/10/01	REVISED

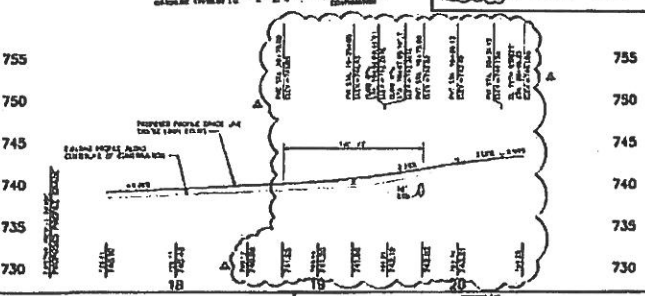
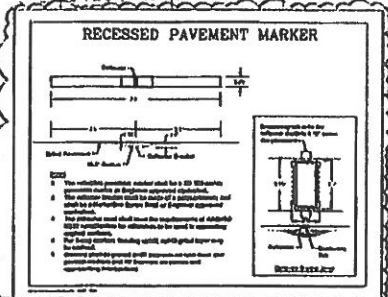
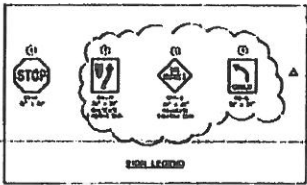
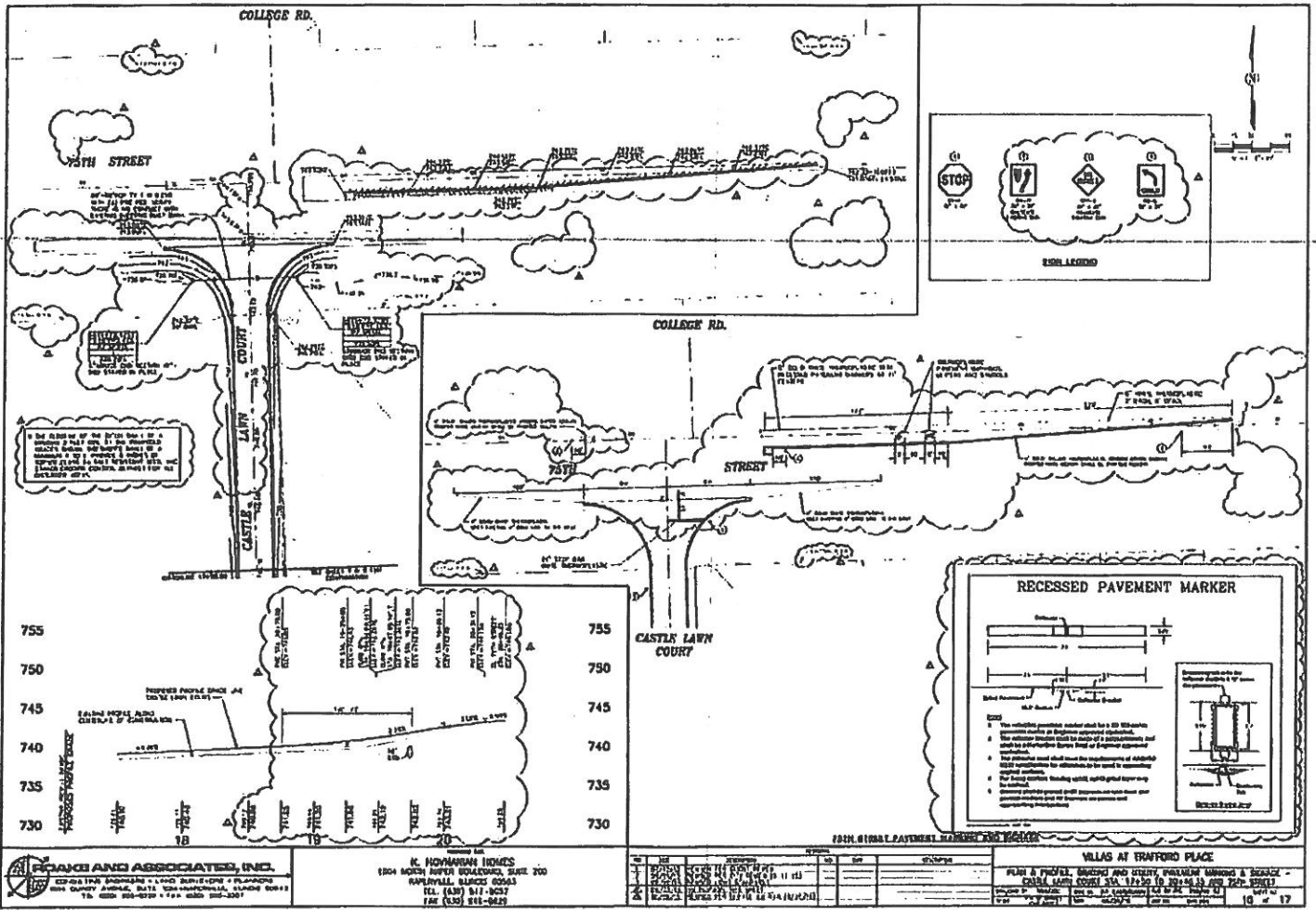
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3	12/15/00	REVISED
4	01/10/01	REVISED
5	02/15/01	REVISED
6	03/10/01	REVISED
7	04/15/01	REVISED
8	05/10/01	REVISED
9	06/15/01	REVISED
10	07/10/01	REVISED
11	08/15/01	REVISED
12	09/10/01	REVISED

100 NORTH WATFORD BOULEVARD, SUITE 200
 K. HONANIAN ARCHITECTS
 100 SOUTH STANFORD AVENUE
 ANN ARBOR, MI 48106
 TEL (313) 763-4400
 FAX (313) 763-4499

PLANNING AND ARCHITECTURAL FIRM
 100 NORTH WATFORD BOULEVARD, SUITE 200
 K. HONANIAN ARCHITECTS
 100 SOUTH STANFORD AVENUE
 ANN ARBOR, MI 48106
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100 NORTH WATFORD BOULEVARD, SUITE 200
 K. HONANIAN ARCHITECTS
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 ANN ARBOR, MI 48106
 TEL (313) 763-4400
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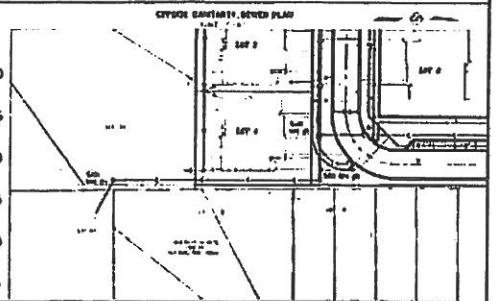
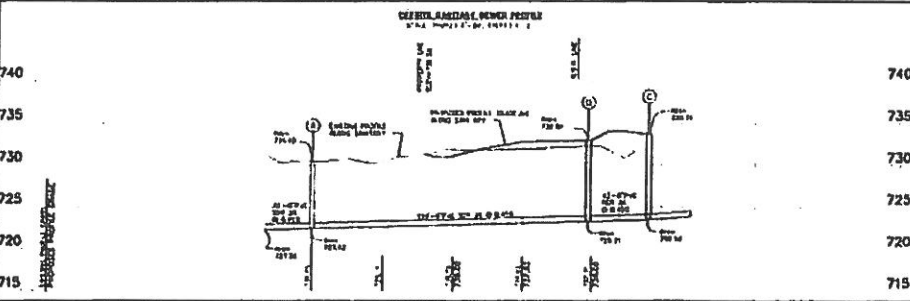
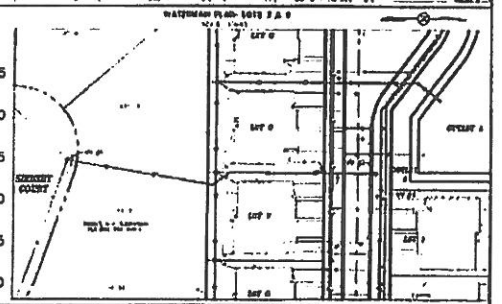
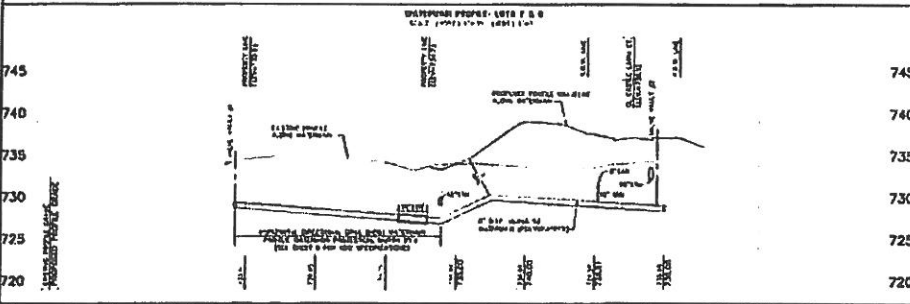
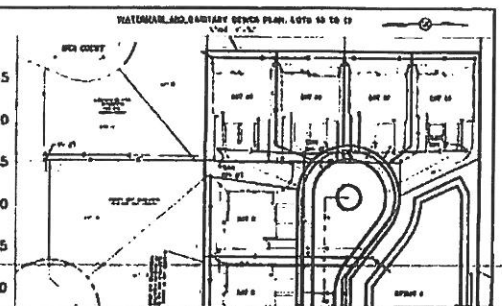
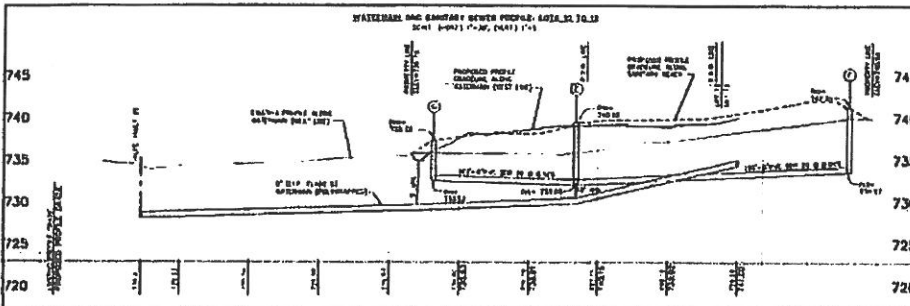


FRANK AND ASSOCIATES, INC.
 ENGINEERS, ARCHITECTS, LAND SURVEYORS & PLANNERS
 1000 NORTH WASHINGTON, SUITE 1000, WASHINGTON, D.C. 20004
 TEL: (202) 462-1000 FAX: (202) 462-1001

K. HOWARD HODGES
 1804 NORTH WYOMING BOULEVARD, SUITE 200
 WASHINGTON, D.C. 20004
 TEL: (202) 462-1000 FAX: (202) 462-1001

NO.	DATE	DESCRIPTION	BY	CHKD.	APP'D.
1	10/15/00	PRELIMINARY PLAN	...	...	...
2	10/15/00	...	...	...	...
3	10/15/00	...	...	...	...
4	10/15/00	...	...	...	...

VILLAGES AT STAFFORD PLACE
 PLAN & PROFILE, SIGNAGE AND STREET FURNITURE LAYOUT & SCHEDULE -
 CASTLE LAWN COURT, STA. 1+25.00 TO 1+314.00 AND 75TH STREET
 DRAWN BY: ... DATE: ... SCALE: ... SHEET NO. 10 OF 17



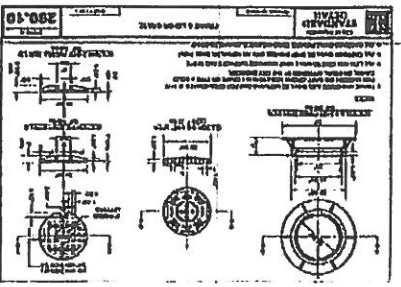
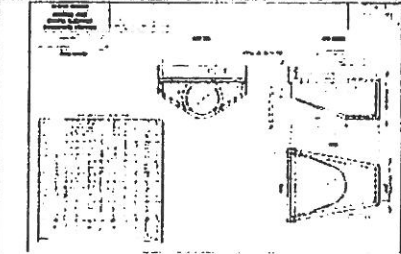
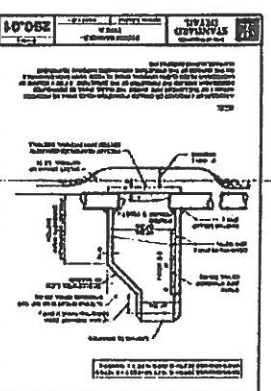
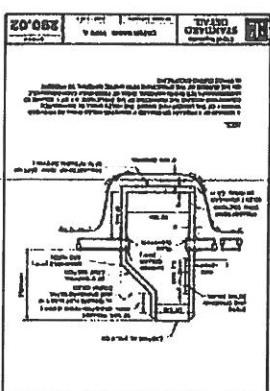
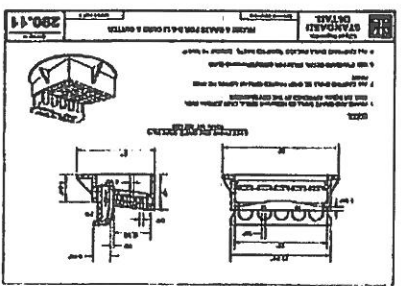
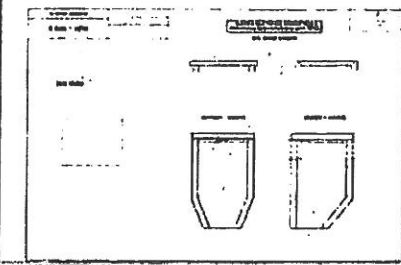
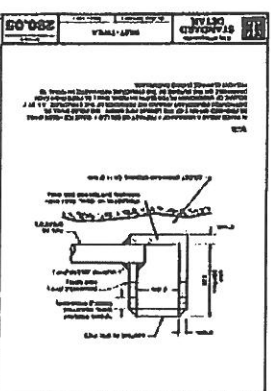
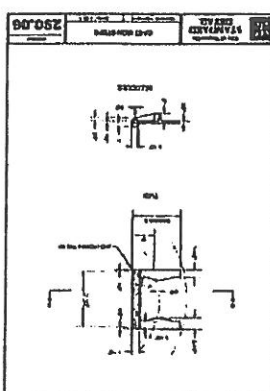
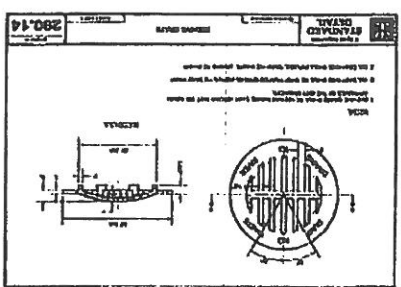
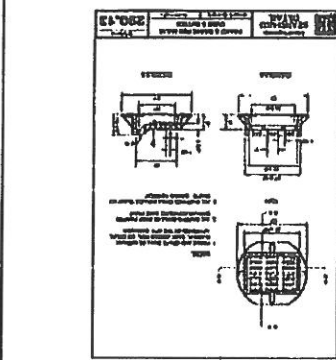
PELAK AND ASSOCIATES, INC.
 ENGINEERS AND ARCHITECTS
 1000 NORTH SUPER BOULEVARD, SUITE 300
 HAVERTHILL, MISSOURI 65043
 TEL. (816) 817-8007
 FAX (816) 817-8007

H. HANSEN HOMES
 1804 NORTH SUPER BOULEVARD, SUITE 300
 HAVERTHILL, MISSOURI 65043
 TEL. (816) 817-8007
 FAX (816) 817-8007

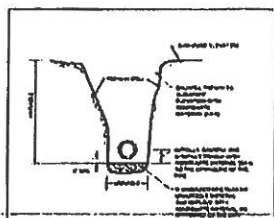
NO.	DATE	DESCRIPTION	BY	CHECKED
1	11/12/17	ISSUED FOR PERMITS	...	...
2	11/12/17	REVISIONS	...	...
3	11/12/17	REVISIONS	...	...

VILLAS AT TRAFFORD PLACE
 OFFSET WATERMAIN AND SANITARY SEWER PROFILES
 SHEET NO. 11 OF 17
 DATE: 11/12/17

11/12/17 11:00 AM



11/15/00 10:00 AM

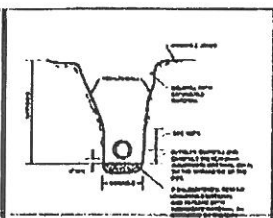


SEAL

1. Provide a double seal system of compression and weatherstripping seal system consisting of butyl and secondary EPDM seals and metal reinforcement.

2. Butyl shall be used throughout the entire length of the seal and shall be bonded to the metal reinforcement.

City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 280.20



SPR

1. Provide a double seal system of compression and weatherstripping seal system consisting of butyl and secondary EPDM seals and metal reinforcement.

2. Butyl shall be used throughout the entire length of the seal and shall be bonded to the metal reinforcement.

City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 280.21

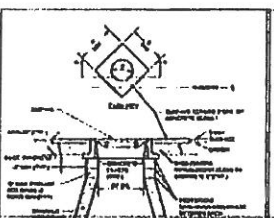


SPR

1. Provide a double seal system of compression and weatherstripping seal system consisting of butyl and secondary EPDM seals and metal reinforcement.

2. Butyl shall be used throughout the entire length of the seal and shall be bonded to the metal reinforcement.

City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 280.22

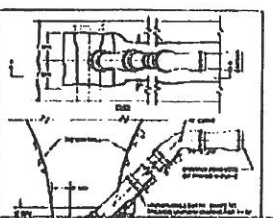


SEAL

1. Provide a double seal system of compression and weatherstripping seal system consisting of butyl and secondary EPDM seals and metal reinforcement.

2. Butyl shall be used throughout the entire length of the seal and shall be bonded to the metal reinforcement.

City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 280.16

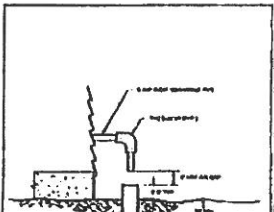


SEAL

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City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 280.20

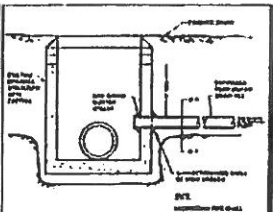


SEAL

1. Provide a double seal system of compression and weatherstripping seal system consisting of butyl and secondary EPDM seals and metal reinforcement.

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City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 280.30

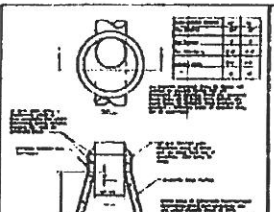


SEAL

1. Provide a double seal system of compression and weatherstripping seal system consisting of butyl and secondary EPDM seals and metal reinforcement.

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City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 280.31

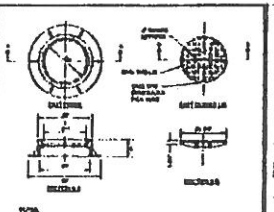


SEAL

1. Provide a double seal system of compression and weatherstripping seal system consisting of butyl and secondary EPDM seals and metal reinforcement.

2. Butyl shall be used throughout the entire length of the seal and shall be bonded to the metal reinforcement.

City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 390.01

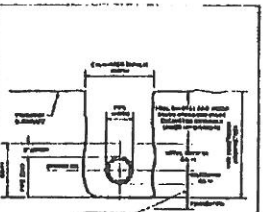


SEAL

1. Provide a double seal system of compression and weatherstripping seal system consisting of butyl and secondary EPDM seals and metal reinforcement.

2. Butyl shall be used throughout the entire length of the seal and shall be bonded to the metal reinforcement.

City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 390.06



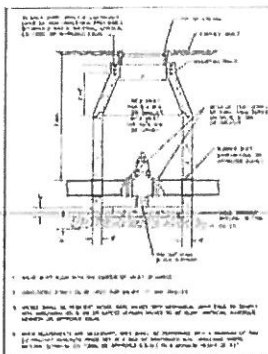
SEAL

1. Provide a double seal system of compression and weatherstripping seal system consisting of butyl and secondary EPDM seals and metal reinforcement.

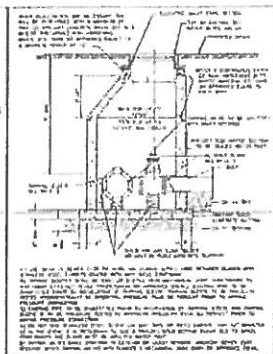
2. Butyl shall be used throughout the entire length of the seal and shall be bonded to the metal reinforcement.

City of Houston
STANDARD DETAIL
SEAL SYSTEMS
SECTION 390.10

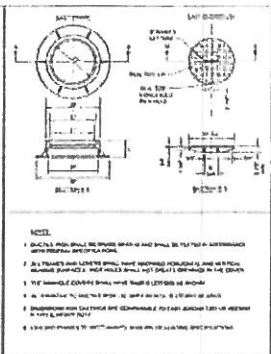
<p>FLAKE AND ASSOCIATES, INC. ARCHITECTS 1401 NORTH DAVIS STREET, SUITE 200 HOUSTON, TEXAS 77002 TEL: 832-517-4007 FAX: 832-516-2828</p>	<p>PROJECT BY E. HOFFMAN HOGES 1401 NORTH DAVIS STREET, SUITE 200 HOUSTON, TEXAS 77002 TEL: 832-517-4007 FAX: 832-516-2828</p>	<table border="1"> <tr> <th>NO.</th> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>1</td> <td>08/11/11</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>2</td> <td>1</td> <td>08/11/11</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>3</td> <td>1</td> <td>08/11/11</td> <td>ISSUED FOR PERMIT</td> </tr> </table>	NO.	REV.	DATE	DESCRIPTION	1	1	08/11/11	ISSUED FOR PERMIT	2	1	08/11/11	ISSUED FOR PERMIT	3	1	08/11/11	ISSUED FOR PERMIT	<p>VILLAS AT TRAFFORD PLACE</p>
			NO.	REV.	DATE	DESCRIPTION													
1	1	08/11/11	ISSUED FOR PERMIT																
2	1	08/11/11	ISSUED FOR PERMIT																
3	1	08/11/11	ISSUED FOR PERMIT																
<p>DETAILS</p>			<p>13 of 17</p>																



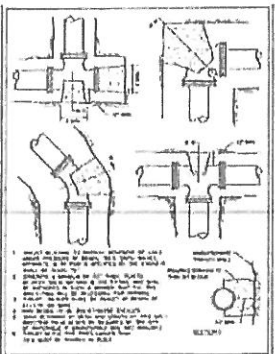
STANDARD DETAIL VALVE FLUET 490.01



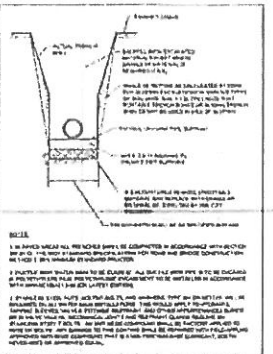
STANDARD DETAIL VALVE WHEEL WITH EAST BRACKET 490.02



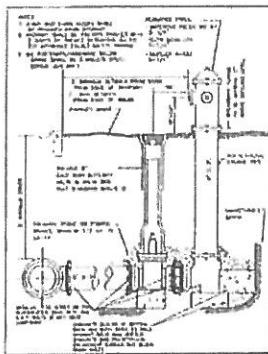
STANDARD DETAIL VALVE NAULT PLUMB & COVER 490.04



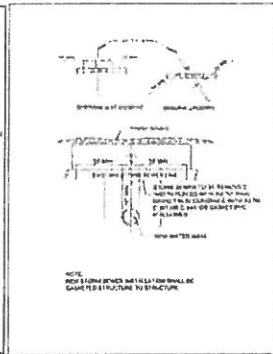
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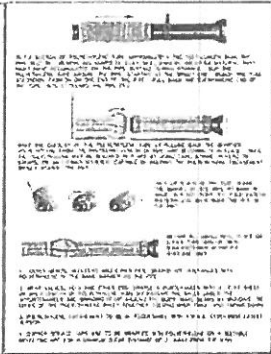
STANDARD DETAIL SPITER DAM PRINCE SCREEN 490.10



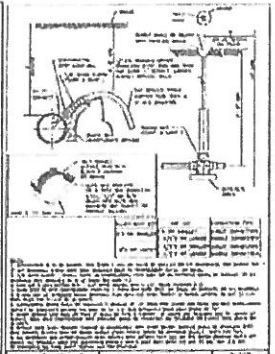
STANDARD DETAIL PLUMBING 490.06



STANDARD DETAIL SPITER DAM PRINCE SCREEN 490.14



STANDARD DETAIL PIPE HOLE IN CONCRETE 490.15



STANDARD DETAIL SERVICE TAP AND CONNECTION 490.20

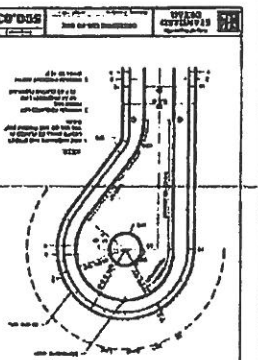
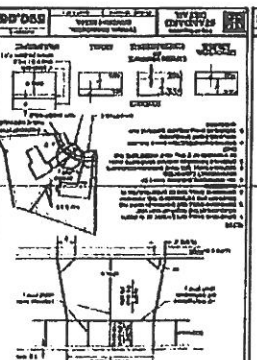
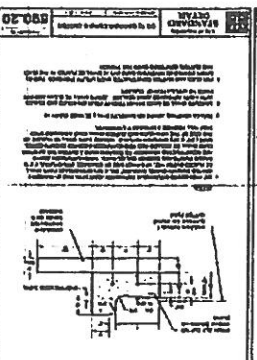
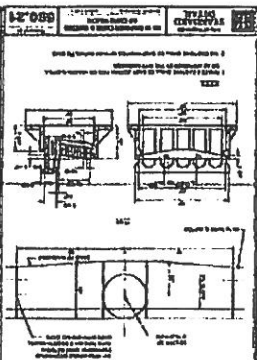
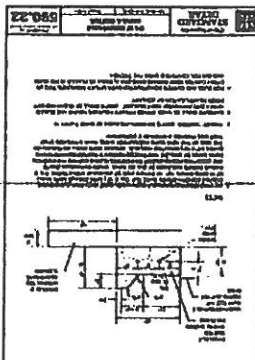
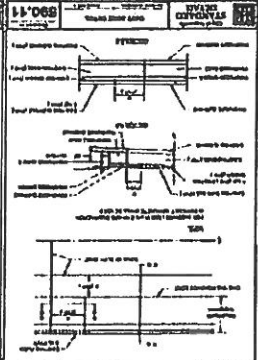
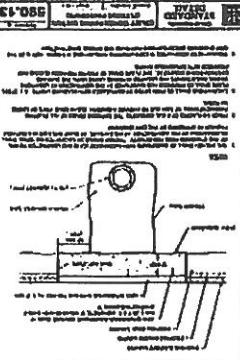
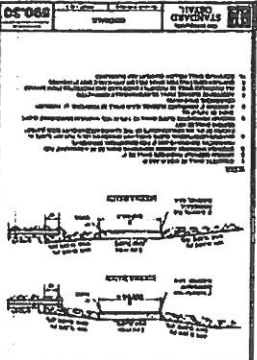
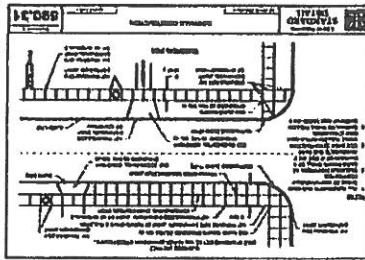
ROAKE AND ASSOCIATES, INC.
 1801 NORTH MAPLE BOULEVARD, SUITE 200
 WARRVILLE, ILLINOIS 60593
 TEL (630) 517-0053
 FAX (630) 517-0019

PROJECT NO. 11111111
 SHEET NO. 14 OF 17

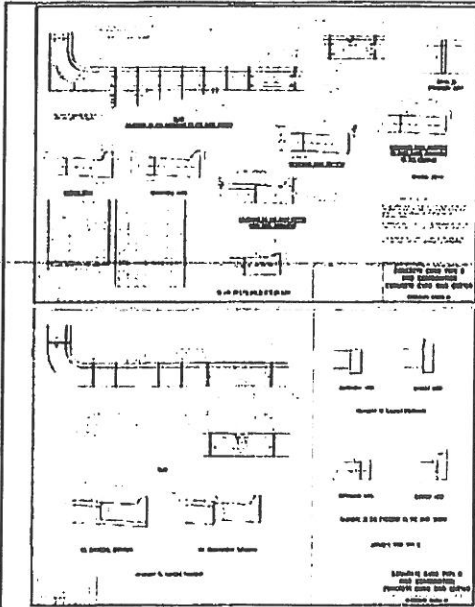
DATE: 11/11/11
 DRAWN BY: J. ROAKE
 CHECKED BY: J. ROAKE

VILLAS AT TRAFFORD PLACE
 DETAILS
 SHEET NO. 14 OF 17

DATE: 11/11/11
 DRAWN BY: J. ROAKE
 CHECKED BY: J. ROAKE



DRAWING NO. 100 NORTH BROAD STREET, SUITE 200, PHILADELPHIA, PA. 19102

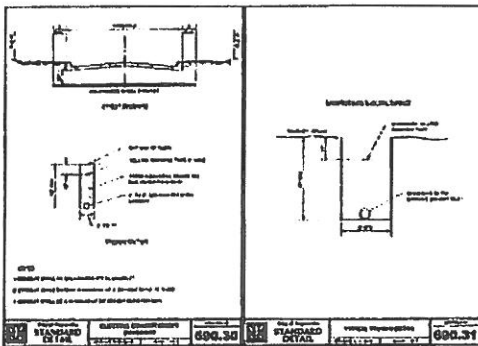
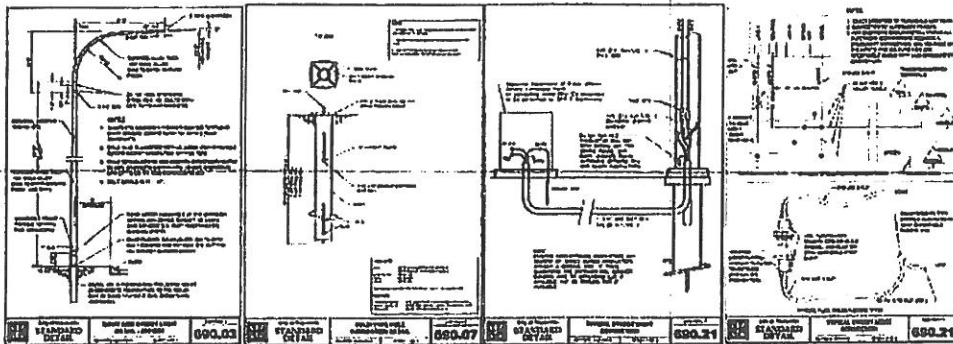


FRANK AND ASSOCIATES, INC.
 1000 QUINCY AVENUE, SUITE 1000
 CHICAGO, ILLINOIS 60605
 TEL: (312) 552-8222 • FAX: (312) 552-8227

PROJECT FOR
K. NOVAKOVICH HOMES
 1004 NORTH WILSON BOULEVARD, SUITE 200
 HOFFMAN LANE, ILLINOIS 60131
 TEL: (312) 917-8057
 FAX: (312) 917-8270

NO.	REV.	DESCRIPTION	DATE	BY	CHKD.
1	1	ISSUED FOR PERMIT			
2	1	ISSUED FOR CONSTRUCTION			
3	1	ISSUED FOR RECORD			

VILLAS AT WATFORD PLACE			
SCHEDULE			
NO.	DATE	BY	DESCRIPTION
1	10/15/00	J. NOVAKOVICH	ISSUED FOR PERMIT
2	11/15/00	J. NOVAKOVICH	ISSUED FOR CONSTRUCTION
3	12/15/00	J. NOVAKOVICH	ISSUED FOR RECORD



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FRANK AND ASSOCIATES, INC.
 200 West 10th Street, Suite 1000, Omaha, NE 68102
 402-552-1111 • FAX 402-552-1112

PROJECT BY
K. HORGAN HOMES
 1804 NORTH 10TH STREET, SUITE 300
 RAVENHOLE, ILLINOIS 60543
 TEL. (630) 518-8000
 FAX (630) 518-8000

NO.	DATE	DESCRIPTION	BY	CHECKED
01	10/15/98	ISSUED FOR PERMIT	JLW	
02	10/15/98	ISSUED FOR PERMIT	JLW	
03	10/15/98	ISSUED FOR PERMIT	JLW	

VILLAS AT TRAFFORD PLACE				
SCHEDULE				
690.03	Window Profile	1/2"	1/2"	17
690.07	Door Profile	1/2"	1/2"	17
690.21	Window Profile	1/2"	1/2"	17
690.24	Window Profile	1/2"	1/2"	17
690.30	Door Profile	1/2"	1/2"	17
690.31	Window Profile	1/2"	1/2"	17

EXHIBIT D

CERTIFIED COSTS FOR ROADWAY IMPROVEMENTS

No.	Item Description	Unit	Quantity	Price	Total
75th Street - Earthwork and Erosion Control					
1	Earth Excavation	CY	350	\$ 30.00	\$ 10,500.00
2	Curb and Gutter Removal	LF	485	\$ 10.00	\$ 4,850.00
3	Topsail Placement	SY	295	\$ 10.00	\$ 2,950.00
4	Seeding and Erosion Control Blanket	SY	295	\$ 5.00	\$ 1,475.00
5	Ditch Check	EA	3	\$ 300.00	\$ 900.00
6	Backfill Curb	LF	361	\$ -	\$ -
Sub-Total 75th Street - Earthwork and Erosion Control					\$ 20,675.00
75th Street - Left Turn Lane - Paving					
1	Undercuts	CY	18	\$ 102.00	\$ 1,836.00
2	8" Aggregate Base Course Type B (CA-6)	SY	565	\$ 8.25	\$ 4,661.25
3	11" Bituminous Concrete Base Course - HMA, N50	SY	450	\$ 48.00	\$ 21,600.00
4	1-1/4" Leveling Binder (Machine Method) - HMA, IL-9.5, N70	SY	450	\$ 8.00	\$ 3,600.00
5	1-3/4" Ploy. Surface Course - HMA, Mix "F", N90	SY	450	\$ 16.00	\$ 7,200.00
6	Bituminous Material - Prime Coat	GAL	244	\$ -	\$ -
7	Combination B6 12 Concrete Curb and Gutter W/ 4" Aggregate Base	LF	440	\$ 35.95	\$ 15,818.00
8	Ramped Island Nose (IDOT Standard Detail 606301-04)	SF	44	\$ 18.00	\$ 792.00
9	Bituminous Median (1-1/2" Bit. Surface W/3" Bit Base)	SY	70	\$ 36.00	\$ 2,520.00
10	Pavement Markings & Signage	LS	1	\$ 6,580.00	\$ 6,580.00
Sub-Total - 75th Street - Paving					\$ 64,607.26
76th Street - Shoulder & ROW Castle Lawn Ct. - Paving					
1	Fine Grading	SY	450	\$ 1.75	\$ 787.50
2	1-1/2" Pavement Milling	SY	190	\$ 7.00	\$ 1,330.00
3	Leveling Binder - Variable Depth	SY	190	\$ 11.50	\$ 2,185.00
4	Aggregate Shoulder Repair	LS	1	\$ 2,000.00	\$ 2,000.00
5	8" Aggregate Base Course Type B (CA-6)	SY	405	\$ 11.25	\$ 4,568.25
6	4" Bituminous Concrete Base Course - HMA, N50	SY	405	\$ 14.50	\$ 5,872.50
7	2-1/2" Bituminous Concrete Binder Course - HMA, IL-19, N70	SY	405	\$ 10.00	\$ 4,050.00
8	1-1/2" Bituminous Concrete Surface Course - HMA, Mix "C", N70	SY	595	\$ 6.75	\$ 4,016.25
9	Undercuts	CY	150	\$ 48.00	\$ 7,200.00
10	Combination B6 12 Concrete Curb and Gutter W/ 4" Aggregate Base	LF	157	\$ 17.90	\$ 2,810.30
11	Pavement Markings & Signage	LS	1	\$ -	\$ -
Sub-Total - 76th Street - Paving - Driveway Apron					\$ 34,807.80
75th Street - Storm Sewer					
1	18" RCP Storm Sewer, Type 1	LF	68	\$ 32.85	\$ 2,220.20
2	18" Precast Concrete Flared End Section w/ Grate	EA	2	\$ 1,660.00	\$ 3,320.00
3	Trench Backfill	CY	14	\$ 30.00	\$ 420.00
Sub-Total Onsite - Storm Sewer					\$ 5,960.20
Miscellaneous - 75th Street					
1	Traffic Control	LS	1	\$ 5,500.00	\$ 5,500.00
Sub-Total Miscellaneous - 75th Street					\$ 5,500.00
Total 75th ROW Improvements					\$ 131,550.26
Castle Lawn Court - Sta. 17+14.97 thru 19+45.82 - Earthwork and Erosion Control					
1	Existing Pavement Excavation	CY	300	\$ 7.50	\$ 2,250.00
2	Topsail Placement	CY	200	\$ 15.00	\$ 3,000.00
3	Seeding and Erosion Control Blanket	SY	334	\$ 4.00	\$ 1,336.00
4	Silt Fence	LF	549	\$ 2.00	\$ 1,098.00
5	Backfill Curb	LF	464	\$ 1.50	\$ 696.00
Sub-Total Castle Lawn - Earthwork and Erosion Control					\$ 8,380.00
Castle Lawn Court - Sta. 17+14.97 thru 19+45.82 - Paving					
1	Fine Grading	SY	800	\$ 1.75	\$ 1,400.00
2	11" Aggregate Base Course Type B (CA-6)	SY	644	\$ 11.25	\$ 7,245.00
3	2-1/2" Bituminous Concrete Binder Course - HMA, IL-19, N50	SY	644	\$ 9.50	\$ 6,118.00
4	1-1/2" Bituminous Concrete Surface Course - HMA, Mix "C", N50	SY	644	\$ 7.00	\$ 4,508.00
5	Undercuts	CY	268	\$ 48.00	\$ 12,788.00
6	Aggregate (Prime Coat)	TON	2	\$ -	\$ -
7	Combination B6 12 Concrete Curb and Gutter W/ 4" Aggregate Base	LF	464	\$ 17.90	\$ 8,305.60
Sub-Total - Castle Lawn Court - Paving					\$ 40,344.60
Castle Lawn Court - Sta. 17+14.97 thru 19+45.82 - Miscellaneous					
1	32" Davit Arm Street Light - Cobra Head Luminaire 250W HPS, Installed Complete w/ Helix Fndn	EA	1	\$ 5,457.00	\$ 5,457.00
Sub-Total Miscellaneous - Castle Lawn Court					\$ 5,457.00
Total Castle Lawn Court - Sta. 17+14.97 thru 19+45.82					\$ 64,181.60

Castle Lawn Ct Soft Costs

DuPage DOT Permit	\$1,000
City of Naperville Review/Inspection Fee	1.6% of cost estimate
City/County Bonds	3% of cost estimate (75th posted with City and County)
Engineering	26% of \$26500 overall final engineering fee- \$6250

Castle Lawn Ct Cost	Castle Lawn Share
\$ 46,516.58	
0%	\$ -
27%	\$ 697.75
27%	\$ 1,395.50
27%	\$ 1,716.52
	\$ 3,809.78

75th Street Soft Costs

DuPage DOT Permit	\$1,000
City of Naperville Review/Inspection Fee	1.6% of cost estimate
City/County Bonds	3% of cost estimate (75th posted with City and County)
Engineering	26% of \$26500 overall final engineering fee- \$6250

75th St Cost	75th Street Share
\$ 122,854.82	
100%	\$ 1,000.00
73%	\$ 1,842.82
73%	\$ 7,371.29
73%	\$ 4,533.48
	\$ 14,747.60