PROPERTY ADDRESS: VACANT SWC OF MILL & DIEHL RD NAPERVILLE, IL 60563

P.I.N.s SEE EXHIBIT A

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

ANNEXATION AGREEMENT FOR VACANT LAND AT THE SOUTHWEST CORNER OF MILL STREET AND DIEHL ROAD IN THE CITY OF NAPERVILLE (ORION PROSPERITA DEVELOPMENT)

THIS ANNEXATION AGREEMENT ("Agreement") is entered into between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the "CITY") and Vrutthi LLC (hereinafter referred to as **VRUTTHI**) and V Estate LLC (hereinafter referred to as "**VESTATE**") with offices at 3644 White Eagle Drive, Naperville, IL 60564, which entities have been authorized by the Illinois Secretary of State to transact business in the State of Illinois. The CITY, VRUTTHI, AND V ESTATE (and OWNER AND DEVLEOPER where VRUTTHI AND V ESTATE are acting together) shall hereinafter be referenced individually as "**Party**" and together as "**Parties**".

RECITALS

1. **WHEREAS**, VRUTTHI and V ESTATE each own a portion of approximately twelve (12) acres of real property described in **EXHIBIT A** and depicted on **EXHIBIT B** which property is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the "**SUBJECT PROPERTY**"); and

- 2. **WHEREAS**, VRUTTHI is the owner of approximately 7.35 acres of the SUBJECT PROPERTY as legally described on **EXHIBIT A** and depicted on **EXHIBIT B** (hereinafter the "**Residential Parcels**"); and
- 3. **WHEREAS**, V ESTATE is the owner of approximately 5.0 acres of the SUBJECT PROPERTY as legally described on **EXHIBIT A** and depicted on **EXHIBIT B** (hereinafter the "**School Parcel**"); and
- 4. **WHEREAS**, VRUTTHI and V ESTATE have signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk for the SUBJECT PROPERTY; and
- 5. **WHEREAS**, VRUTTHI and V ESTATE are referenced herein together as "**OWNER AND DEVELOPER**" when obligations provided for herein are to be borne by them together and for which they, and their heirs, successors, assigns, and transferees shall be jointly and severally liable; and
- 6. WHEREAS, the Parties agree that the written decision of the City Engineer shall control if there is any question or dispute as to whether an obligation provided for hereunder is an obligation owed solely by VRUTTHI, solely by VESTATE, owed proportionately by VRUTTHI and V ESTATE, and/or jointly by VRUTTHI and V ESTATE as OWNER AND DEVELOPER. Failure by VRUTTHI and/or V ESTATE to comply with the determination made by the City Engineer shall be grounds for the CITY to cease issuance of any permits for the SUBJECT PROPERTY and to take such other action, at its discretion, that it determines to be necessary and appropriate.
- 7. **WHEREAS,** the Prosperita Homeowner's Association, as defined in Section S14.2 hereof, shall be formed to govern, administer, and enforce the interests and obligations of the Residential Parcels, and to own certain portions of the Residential Parcels. Where obligations set forth herein are obligations of the Residential Parcels (either as separately designated obligations and/or as part of their joint obligations with the owner of the School Parcel as OWNER AND DEVELOPER), the Prosperita Homeowner's Association and other owners of all or any part of the Residential Parcels shall be jointly and severally responsible for all such obligations; and
- 8. **WHEREAS**, all notices, publications, public hearings and all other matters attendant to such Petition for Annexation and Zoning, have been given, held or performed as required by statute or the CITY'S ordinances, regulations, and procedures; and

- 9. **WHEREAS**, the CITY'S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and
- 10. **WHEREAS**, VRUTTHI and V ESTATE propose that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY'S Zoning Ordinance, and the terms and conditions set forth and referenced herein for the purpose of developing nineteen (19) lots comprised of: (i) the School Parcel for the Orion STEM School for children Kindergarten through 8th grade on one (1) lot; and (ii) the Residential Parcels for the purpose of developing the Prosperita townhome development to be comprised of seventy-six (76) single-family attached dwelling units located on seventeen (17) lots as well as one (1) additional outlot comprised of private roads and common space.
- 11. **WHEREAS**, the School Parcel and the Residential Parcels together constitute the SUBJECT PROPERTY and shall be known as the **Orion Prosperita Development**; and
 - 12. WHEREAS, the SUBJECT PROPERTY is currently zoned R3 in DuPage County; and
- 13. WHEREAS, in addition to the matters specified above, the Parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the OCI (Office, Commercial, and Institutional) District of the CITY'S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY'S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY'S residents; and
- 14. **WHEREAS**, the Parties hereto have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement; and

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree that:

GENERAL CONDITIONS FOR THE ANNEXATION OF THE SUBJECT PROPERTY

G1.0 RECITALS.

G1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Subsection G1.1 by reference.

G2.0 ANNEXATION AND ZONING.

- G2.1 The SUBJECT PROPERTY shall be zoned as set forth in the Recitals and in the Special Conditions below.
- G2.2 If this Agreement and the Ordinance approving this Agreement, and those ordinances pertaining to the SUBJECT PROPERTY which were approved by the CITY concurrently with this Agreement, are not recorded with the Office of the Recorder in the county in which the SUBJECT PROPERTY is located within the timeframe set forth in said Ordinance and ordinances, said Ordinance and ordinances, and all exhibits thereto, including but not limited to this Agreement, shall be automatically null and void without further action being taken by the City. OWNER AND DEVELOPER shall defend, indemnify, and hold the CITY and its officers, agents, and employees harmless for any error or omission in recording or for failure to timely record.
- G2.3 Notwithstanding the area, lot, yard, and height standards contained in the Naperville Zoning Code for the zoning classification granted pursuant to this Agreement, after the fifth (5th) year after this Agreement is approved, if the SUBJECT PROPERTY is developed with any residential uses, the SUBJECT PROPERTY may only be developed with uses which comply with the density limitations specified in the then-current zoning classification applicable to the SUBJECT PROPERTY.

G3.0 ANNEXATION FEES.

G3.1 The OWNER AND DEVELOPER have paid all applicable annexation fees specified in Section S2.0 in accordance with Section 1-9E-1 of the Naperville Municipal Code.

G4.0 PARK DISTRICT ANNEXATION.

G4.1 The OWNER AND DEVELOPER have filed concurrently herewith a petition executed by OWNER AND DEVELOPER to annex the SUBJECT PROPERTY to the Naperville Park District. Said petition is conditional and not effective until annexation of the SUBJECT PROPERTY to the City of Naperville.

G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.

G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.

- G6.1 Prior to recordation of a Final Plat of Subdivision for any portion of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall, at their sole cost and expense, and at the discretion of the City Engineer:
 - construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way, as approved by the City Engineer; or
 - 2. pay to the CITY the estimated cost to construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way. Upon payment, OWNER AND DEVELOPER shall have no further obligation to construct said sidewalk.

G7.0 UTILITY LINES AND EASEMENTS.

- G7.1 The OWNER AND DEVELOPER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY.
- G7.2 The CITY shall allow the OWNER AND DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

G8.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER COLLECTION SYSTEM.

- G8.1 The OWNER AND DEVELOPER shall be solely responsible for the cost and expense incurred to extend the CITY'S water distribution system and sanitary sewer collection system to the SUBJECT PROPERTY. Payment shall be due at the time a building permit is issued if the CITY constructs and installs the proposed extension or any portion thereof.
- G8.2 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and shall supply water and collection

facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

- G8.3 The OWNER AND DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.
- G8.4 VRUTTHI shall be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY'S water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations for the Residential Parcels. V ESTATE shall be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY'S water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations for the School Parcel.

G9.0 WASTEWATER TREATMENT PLANT CAPACITY.

- G9.1 The CITY guarantees that at the time building permits are requested, sufficient wastewater treatment plant capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection G9.2 of this Agreement.
- G9.2 VRUTTHI shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 8 of the Naperville Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 8 for the Residential Parcels. V ESTATE shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 8 of the Naperville Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 8 for the School Parcel.

G10.0 UTILITY OVERSIZING.

- G10.1 The OWNER AND DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on the approved final engineering plans submitted for development of the SUBJECT PROPERTY.
- G10.2 The CITY shall pay for oversized water or sanitary sewer lines constructed as required by the CITY in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.

G10.3 Upon installation and acceptance by the CITY of said oversized lines, for residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct an eight (8") inch line and the cost to construct the oversized line. For non-residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct a twelve (12") inch line and the cost to construct the oversized line.

G10.4 All such oversized lines shall be constructed and installed in strict accordance with the provisions of Section 7-3-6 of the Naperville Municipal Code (Cost Sharing Policy), as amended.

G11.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.

G11.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified in Section S3.0.

G11.2 VRUTTHI shall further pay any and all future Utility Rebates, Special Connection Fees, Special Assessments, Recapture Fees, or Special Service Area Taxes, which may be properly and legally approved, established, or levied in the future for the Residential Parcels. V ESTATE shall further pay any and all future Utility Rebates, Special Connection Fees, Special Assessments, Recapture Fees, or Special Service Area Taxes, which may be properly and legally approved, established, or levied in the future for the School Parcel. Notwithstanding the foregoing, this provision does not abrogate the right of any property owner to contest any Special Assessment or Special Service Area Tax.

G11.3 The sum of the monies to be paid pursuant to 70 ILCS 705/20(e)(1)-(5) as a result of disconnection of the SUBJECT PROPERTY from a fire protection district shall be the sole responsibility of the OWNER AND DEVELOPER which responsibility shall be deemed fulfilled upon payment of said sum to the CITY. Payment in full shall be paid prior to recordation of the ordinance approving annexation of the Subject Property to the CITY and prior to recordation of this Agreement. Failure or oversight to collect said sum shall not release the OWNER AND DEVELOPER from liability therefore. This provision shall survive the expiration or termination of this Agreement.

G12.0 ELECTRICAL UTILITY SERVICE.

G12.1 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S electrical utility system, and shall supply electrical service to those structures to the same extent service is provided on a regular basis to CITY'S other electric customers.

G12.2 The OWNER AND DEVELOPER shall accept all electrical power and energy required for the SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.

G12.3 VRUTTHI shall pay all applicable connection fees, and costs related to on-site electrical distribution facilities and customary user fees in accordance with Title 8 of the Naperville Municipal Code for the Residential Parcels. V ESTATE shall pay all applicable connection fees, and costs related to on-site electrical distribution facilities and customary user fees in accordance with Title 8 of the Naperville Municipal Code for the School Parcel.

G13.0 REFUSE AND WEED CONTROL.

G13.1 During all phases of construction, VRUTTHI shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the Residential Parcels. During all phases of construction, V ESTATE shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the School Parcel.

G13.2 VRUTTHI shall prevent such containers from overflowing and shall prevent debris from blowing from the site by having the containers emptied as soon as reasonably possible once they are filled on the Residential Parcels. V ESTATE shall prevent such containers from overflowing and shall prevent debris from blowing from the site by having the containers emptied as soon as reasonably possible once they are filled on the School Parcel.

G13.3 During all phases of construction, VRUTTHI shall regularly cut all weeds and grass in excess of eight (8") inches high on the Residential Parcels and on the right-of-way adjacent to the Residential Parcels and V ESTATE shall regularly cut all weeds and grass in excess of eight (8") inches high on the School Parcel and on the right-of-way adjacent to the School Parcel.

G14.0 CHANGES TO ORDINANCES AND REGULATIONS.

G14.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Naperville Zoning Code as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such change is agreed to by the Parties hereto. This provision shall not apply to amendments to the Naperville Municipal Code related to conditional uses other than those conditional uses already approved by the Naperville Plan Commission for the SUBJECT PROPERTY.

G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 and G14.2.3 of this Section, if, during the first two (2) years of the term of this Agreement, the provisions of CITY ordinances or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the SUBJECT PROPERTY than were in effect as of the date of approval of this Agreement, which improvements are specified in the submitted and approved Final Engineering Plans, such amendments or modifications shall not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the Parties *or* such amendments are adopted to protect the health or safety of the CITY'S residents.

G14.2.1 Any ordinances, standards, or regulations which are the subject of the CITY'S Flood Plain or Stormwater Ordinances for either DuPage or Will County shall be exempt from the provisions of subsection G14.2.

G14.2.2 Any CITY ordinances establishing the payment of subdivision, or development fees, or any taxes, dedication requirements, or reimbursement for costs which may be applicable to the SUBJECT PROPERTY shall be exempt from the provisions of subsection G14.2.

G14.2.3 Any CITY Building, Fire or Life Safety Codes or ordinances or regulations approved after the date of approval of this Agreement shall be exempt from the provisions of G14.2

G14.3 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character

upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the CITY'S boundaries, then the benefit of such less restrictive requirements shall inure to the benefit of the OWNER AND DEVELOPER, and anything to the contrary contained herein notwithstanding, the OWNER AND DEVELOPER may proceed with development or construction upon the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

G15.0 EXISTING STRUCTURES.

G15.1 At the time this Agreement is fully executed by the Parties hereto, where there are any structures on the SUBJECT PROPERTY:

G15.1.1 A City of Naperville street address shall be assigned to the SUBJECT PROPERTY in accordance with Section 9-2-2 of the Naperville Municipal Code, as amended from time to time within thirty (30) days after this Agreement is fully executed by the parties hereto.

G15.1.2 Any existing structures on the SUBJECT PROPERTY shall be fully accessible for emergency vehicles, including two (2) points of access, and any "Special Conditions for the Annexation of The SUBJECT PROPERTY" set forth below ("Special Conditions").

G15.2 At the time this Agreement is fully executed by the Parties hereto, any existing structures on the SUBJECT PROPERTY which fail to conform to the requirements of the CITY'S duly adopted Building and Fire Prevention Codes, as amended from time to time, shall be brought into conformity with such requirements pursuant to any Special Conditions set forth below.

G16.0 EFFECT OF THIS AGREEMENT.

G16.1 Except as provided in Section G14.0 of this Agreement, if any relevant existing CITY resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

G17.0 NO DISCONNECTION OR DEANNEXATION.

G17.1 Neither the OWNER nor the DEVELOPER nor any of their successors in

interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the CITY during the term of this Agreement.

G18.0 MODIFICATIONS TO THIS AGREEMENT.

G18.1 If VRUTTHI, V ESTATE, or the CITY wish to modify this Agreement, the CITY shall hold the necessary public hearings. If VRUTTHI wishes to modify this Agreement with respect to the Residential Parcels only, V ESTATE is not required to be a signatory on said modification to this Agreement. If V ESTATE wishes to modify this Agreement with regard to the School Parcel only, VRUTTHI is not required to be a signatory on said modification to this Agreement. Notwithstanding the foregoing: (i) any modification of this Agreement which is sought by VRUTTHI and/or V ESTATE which concerns or affects the other Party, or which affect OWNER AND DEVELOPER obligations for which VRUTTHI and V ESTATE are jointly and severally liable, shall require VRUTTHI and V ESTATE to be signatories on the modification of this Agreement; (ii) any modification of this Agreement which is sought by VRUTTHI and/or V ESTATE that affects the CITY shall require the CITY to be signatory on the modification of this Agreement; and (ii) any modification of this Agreement which is sought by the City which affects VRUTTHI and/or V ESTATE shall require VRUTTHI and/or V ESTATE, as applicable, to be signatories on the modification of this Agreement.

G18.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request is made.

G18.3 This Section shall not be construed to require the CITY to modify this Agreement.

G19.0 BINDING EFFECT AND TERM.

G19.1 The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY in the Office of the Recorder of the county in which the SUBJECT PROPERTY is located, and shall be binding upon and inure to the benefit of the Parties hereto and their grantees, successors in interest, assignees, heirs, executors, or lessees (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof), and upon any successor CITY officials and successor municipalities for a period of fifteen (15) years from the EFFECTIVE DATE of this Agreement.

G19.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration or termination of this Agreement unless changed in accordance with applicable law.

G19.3 Any obligation owed by VRUTTHI, V ESTATE, and/or by VRUTTHI and V ESTATE together as OWNER AND DEVELOPER for payment or reimbursement of monies provided for herein shall survive the termination or expiration of this Agreement.

G19.4 Any obligations to be performed hereunder by VRUTTHI, VESTATE, and/or together as OWNER AND DEVELOPER OWNER AND DEVELOPER shall survive the expiration or termination of this Agreement.

G20.0 CONTINUING RESPONSIBILITY.

G20.1 Except as otherwise provided herein, if VRUTTHI sells or conveys all or any portion of the Residential Parcels, or if V ESTATE sells or conveys any portion of the School Parcel, during the term of this Agreement, all of VRUTTHI's and/or V ESTATE's obligations under this Agreement, as the case may be, shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and VRUTTHI or V ESTATE, as the case may be, shall be released from such obligations, provided the conditions of subsection G20.2 of this Agreement have been met.

G20.2 No sale or conveyance shall be effective to release VRUTTHI or V ESTATE from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of VRUTTHI'S or V ESTATE'S obligations contained in this Agreement, as the division of such obligations is determined by the City Engineer, and as required by CITY ordinance, policy, or regulation, which obligations shall include both those which are designated as the separate obligations of either Party, and those which are designated as OWNER AND DEVELOPER obligations for which both VRUTTHI and V ESTATE, and their successors, transferees, heirs, and assigns are jointly and severally liable.

G20.3 Any provision contained in this Agreement which provides for payment or reimbursement of money to the CITY, and/or which provides for the dedication or conveyance of property to the CITY, shall survive the expiration or termination of this Agreement.

G21.0 SEVERABILITY.

G21.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

G21.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the provisions of the CITY'S ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

G22.0 NOTICES.

G22.1 Any notice or demand hereunder from one party to another Party or to an assignee or successor in interest of either Party or from an assignee or successor in interest of either party to another Party, or between assignees or successors in interest of either Party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed to the Parties specified in Section S19.1 hereof or any individual or entity substituted according to subsection G22.2 of this Agreement.

G22.2 The Parties, or any assignee or successor in interest, may substitute names and addresses for notices as appropriate.

G23.0 GOVERNING LAW AND VENUE.

G23.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. This provision shall survive the expiration of this Agreement.

G24.0 FORCE MAJEURE.

G24.1 Subject to the provisions of G24.2, whenever a period of time is provided for in this Agreement for the CITY, OWNER AND DEVELOPER, VRUTTHI, or V ESTATE to do or perform any act or obligation, no Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, pandemics, systemic supply-chain interruptions, fire, flood, storm, earthquake, tornado or any act of God ("Events of Force Majeure").

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said Party is directly delayed by one or more Events of Force Majeure. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be beyond VRUTTHI'S control if committed, omitted or caused by VRUTTHI, VRUTTHI'S employees, officers or agents or a subsidiary, affiliate or parent of VRUTTHI, or by any corporation or other business entity that holds a controlling interest in VRUTTHI, whether held directly or indirectly.

Except as to a strike or lockout by or against either Party's own employees or suppliers, an act or omission shall not be deemed to be beyond V ESTATE'S control if committed, omitted or caused by V ESTATE, V ESTATE'S employees, officers or agents or a subsidiary, affiliate or parent of V ESTATE'S or by any corporation or other business entity that holds a controlling interest in V ESTATE, whether held directly or indirectly.

G25.0 ENFORCEABILITY.

G25.1 This Agreement shall be enforceable by any of the Parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement and as otherwise provided herein. In the event that the CITY seeks enforcement of any aspect of this Agreement in a court of competent jurisdiction, and prevails in whole or in part in such action, the OWNER AND DEVELOPER, VRUTTHI, AND V ESTATE, as determined by the City Engineer, shall reimburse the CITY for its costs and expenses, including but not limited to reasonable attorneys' fees (in-house or outside counsel) within thirty (30) days of receipt of an invoice therefor.

G26.0 CHALLENGE TO ANNEXATION.

G26.1 If the annexation of the SUBJECT PROPERTY is challenged in any court of legal jurisdiction, the Parties to this Agreement agree to cooperate to defend the validity of said annexation. OWNER AND DEVELOPER shall hold the CITY harmless and reimburse the CITY for any and all expenses incurred by the CITY for said defense including but not limited to reimbursement for any services of outside legal counsel. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the CITY shall not be rebated to the OWNER AND DEVELOPER, or its successors and assigns; and (b) the CITY shall enter into a separate written service agreement with the OWNER AND DEVELOPER, or its successor and assigns, so as to provide utility service to the SUBJECT

PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

G27.0 TIMING OF GRANTS OF PROPERTY INTERESTS.

G27.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the CITY is provided for in this Agreement, said dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

G27.2 Failure to comply with the timing requirements set forth in this Section shall not relieve the OWNER AND DEVELOPER, VRUTTHI, OR V ESTATE of the obligations set forth in this Section, and the provisions of this Section shall survive the expiration or termination of this Agreement.

G28.0 NON-WAIVER OF RIGHTS.

G28.1 No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand compliance with the terms hereof.

G29.0 CAPTIONS AND PARAGRAPH HEADINGS.

G29.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

G30.0 ENTIRE AGREEMENT.

G30.1 This Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the subject matter set forth herein and there are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

G31.0 AUTHORIZATIONS.

G31.1 VRUTTHI'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by VRUTTHI to execute this Agreement on its behalf. V ESTATE'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by V ESTATE to execute this Agreement on its behalf. The Mayor and City Clerk warrant that they have been lawfully

authorized to execute this Agreement. VRUTTHI AND V ESTATE shall deliver to the CITY within ten (10) days of the EFFECTIVE DATE on page 1 of this Agreement copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement.

G32.0 SURETY.

G32.1 All public improvements required to be done solely by VRUTTHI for the Residential Parcels, or done solely by V ESTATE solely for the School Parcel, or done by VRUTTHI and V ESTATE together as OWNER AND DEVELOPER for any part of the SUBJECT PROPERTY, shall be secured by a cash deposit or Letter of Credit in a form and from a source approved by the City Attorney, in an amount approved by the City Engineer, and in compliance with the Naperville Municipal Code, as amended from time to time. The provisions of this Section shall apply whether or not a Letter of Credit is specified for each improvement.

- G.32.2 Separate sureties shall be provided to the CITY for: (i) VRUTTHI only public improvements; (ii)b for V ESTATE only public improvements; and for (iii) OWNER AND DEVELOPER improvements.
- G32.3 The written decision of the City Engineer shall control if there is any question or dispute as to whether surety for public improvements are: (i) solo obligations of VRUTTHI or V ESTATE; (ii) obligations owed proportionately by VRUTTHI and V ESTATE; or (iii) joint and several obligations owed by VRUTTHI and V ESTATE together as OWNER AND DEVELOPER.
- G32.4 As to any surety or maintenance surety provided by VRUTTHI, V ESTATE, or the OWNER AND DEVELOPER to the CITY for public improvements related to development of the SUBJECT PROPERTY, VRUTTHI, V ESTATE, and OWNER AND DEVELOPER agree that: (1) at no time shall the CITY be liable for attorneys' fees with respect thereto; (2) VRUTTHI, V ESTATE, and OWNER AND DEVELOPER, as applicable, 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. Notwithstanding provision of said surety, until the public improvements have been accepted by the CITY, VRUTTHI, V ESTATE, and/or the OWNER AND DEVELOPER, as applicable, 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.

G32.5 The provisions set forth in this Section G32 and each subsection hereof shall survive the expiration or termination of this Agreement. G33.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.

G33.1 Subject to approval by the City Engineer, the CITY shall accept public improvements installed on the SUBJECT PROPERTY, or within the adjacent public right-of-way, by VRUTTHI for the Residential Parcels, V ESTATE for the School Parcel, or the OWNER AND DEVELOPER for the SUBJECT PROPERTY, as applicable, pursuant to the process set forth in Section 7-1-7 of the Naperville Municipal Code. Upon CITY acceptance said public improvements, VRUTTHI, V ESTATE, and/or the OWNER AND DEVELOPER, as applicable, shall post a cash deposit or letter of credit in a form, from a source, and in an amount approved by the City guaranteeing said public improvements against defects in materials or workmanship in the amount of ten percent (10%) of the estimated cost of said improvement to be effective for a period of one year from the date of acceptance.

G34.0 EXHIBITS INCORPORATED.

G34.1 All exhibits attached hereto or referenced herein are incorporated herein by reference and made part hereof.

G35.0 AMBIGUITY.

G35.1 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.

G36.0 RECAPTURE AGREEMENTS.

G36.1 If, pursuant to the terms of this Agreement, the OWNER AND DEVELOPER installs improvements, including but not limited to water distribution system improvements, sanitary sewer collection system improvements, storm sewer system improvements, roadway improvements, or other improvements (hereinafter "Improvements") which the OWNER AND DEVELOPER and the CITY reasonably determine will benefit properties other than the SUBJECT PROPERTY, the OWNER AND DEVELOPER may submit a request to the City Engineer for the City to enter into a recapture agreement ("Recapture Agreement"). The OWNER AND DEVELOPER'S request must be accompanied by a draft of the proposed Recapture Agreement and documentation, to the satisfaction of the City Engineer,

clearly demonstrating the "as built" costs of the Improvements for which recapture is sought. The proposed Recapture Agreement shall identify the benefitting properties and recapture amounts, which shall be subject to approval of the City Engineer. Subject to approval of the proposed Recapture Agreement by the City Engineer, approval of the form of the Recapture Agreement by the City Attorney, and any notice to be given to the benefiting property owners, the matter shall be scheduled for consideration by the Naperville City Council. If an ordinance approving the Recapture Agreement is passed by City Council, the Recapture Agreement shall be recorded against the title of the benefiting properties identified in the Recapture Agreement.

G36.1.1 If a proposed Recapture Agreement and supporting documentation are not provided to the City Engineer within twelve (12) months from completion of the Improvements by the OWNERS AND DEVELOPER and approval of said Improvements by the City Engineer or the City Engineer's designee, or within such other timeframe as may be agreed to in writing by the City Engineer, the CITY shall no longer have any obligation to enter into a recapture agreement for Improvements hereunder.

G37.0 DESIGNEES INCLUDED.

G38.1 Whenever the title of a position of a City employee or official is used in this Agreement relative to an action being taken or an approval being given (e.g. Zoning Administrator, City Engineer, Director of Department of Public Utilities), the individual's designee shall be automatically be included therein.

SPECIAL CONDITIONS FOR THE ANNEXATION OF THE SUBJECT PROPERTY

To the extent that there is any inconsistency between the terms or conditions of the following Special Conditions and the General Conditions above, the terms and conditions set forth in the Special Conditions of this Agreement shall prevail. To the extent that provisions in the Special and General Conditions are not inconsistent, they shall be read together.

S1.0 ANNEXATION AND ZONING AND JOINT LIABILITY.

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be OCI (Office, Commercial and Institutional) District.

- S1.2 A plat of annexation prepared by Cemcon, Ltd., dated September 1, 2022, last revised December 5, 2022, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B.**
- S1.3 VRUTTHI and V ESTATE, and their heirs, successors, assigns, and transferees (which are together herein referenced as the OWNER AND DEVELOPER) shall, unless otherwise specified herein, be jointly and severally liable for all OWNER AND DEVELOPER obligations set forth or referenced in this Agreement.

S2.0 ANNEXATION FEES.

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$4,000.00, which has been paid in full.

S3.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.

- S3.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified as follows: West Street Road Recapture to be reimbursed to the City: \$34,683.67

 This fee shall be paid to the CITY prior to the recordation of this Agreement and Ordinance annexing the SUBJECT PROPERTY.
- S3.2 Notwithstanding the provisions of Section G11.3 herein, since the SUBJECT PROPERTY is located within the Naperville Fire Protection District, and prior to annexation was served by the Naperville Fire Department, the OWNER AND DEVELOPER has no obligation to make payment pursuant to 70 ILCS 705/20(e)(1)-(5).

S4.0 PRELIMINARY AND FINAL PLATS OF SUBDIVISION.

- S4.1 Attached hereto as **EXHIBIT D** is the preliminary plat of subdivision for the SUBJECT PROPERTY prepared by CEMCON, Ltd, dated June 6, 2022, last revised February 14, 2023 (the "**Preliminary Plat of Subdivision**").
- S4.2 In light of the Shared Stormwater Management System for the SUBJECT PROPERTY described in Section S.14 hereof and the private roadways which will serve the Residential Parcels and the School Parcel of the SUBJECT PROPERTY as described in Section S15 hereof, separate plats of subdivision for the School Parcel and the Residential Parcels are not

viable. Therefore, any final plat of subdivision ("**Final Plat of Subdivision**") for the SUBJECT PROPERTY shall include the entire SUBJECT PROPERTY.

S4.3 As noted on the Preliminary Plat of Subdivision, a Public Utility and drainage easement (PUDE) shall be dedicated to the City on the Final Plat of Subdivision on all roadways located within the SUBJECT PROPERTY.

S5.0 FIRE CODES AND REGULATIONS.

S5.1 The provisions of Section G14.0 this Agreement notwithstanding, any amendments to the CITY'S Building, Fire, or Life Safety Codes or regulations approved and enacted after the EFFECTIVE DATE of this Agreement shall be applicable to the SUBJECT PROPERTY without exception.

S6.0 EMERGENCY ACCESS.

S6.1 OWNER AND DEVELOPER agree to construct, at OWNER AND DEVELOPERS' cost, two points of access for emergency vehicles when construction begins which shall access both the Residential Parcels and the School Parcel; said accesses will be reviewed and approved by the City Engineer and maintained until the roadways are completed. Said emergency access shall consist of a hard surface with binder course and a minimum structural number of 2.36.

S7.0 SCHOOL DONATION.

S7.1 VRUTTHI agrees to abide by the school donation provisions set forth in Title 7 of the Naperville Municipal Code as amended from time to time. All school donation requirements shall be met by the appropriate cash-in-lieu of land payments as set forth in S7.1.1. VRUTTHI acknowledges that the school donation established herein is done so pursuant to City of Naperville Ordinance and Code provisions and agrees that payment of said amounts shall not be paid under protest.

S7.1.1 VRUTTHI hereby elects to pay the required school donation cashin-lieu fees on a per permit basis ("**Per Permit Basis**") prior to issuance of each building permit for each residential dwelling unit within the Residential Parcels of the SUBJECT PROPERTY pursuant to the provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code then in effect. Payment amounts shall be based upon the provisions set forth in the Naperville Municipal Code in effect at the time of payment.

S7.2 If the School Parcel develops as residential in whole or in part in the future, V ESTATE agrees that the School Parcel will be subject to the school donation provisions of the land cash provisions of the Naperville Municipal Code then in effect.

S8.0 PARK DONATION.

- S8.1 The Naperville Park District and a prior owner of the SUBJECT PROPERTY entered into a Development Agreement dated July 17, 2007 which the Park District and VRUTTHI have agreed is binding upon and controls the amount of the park donation to be made for the Residential Parcels under this Agreement. A copy of said Development Agreement is attached hereto as **Exhibit F-1** The Parties agree that payment to the Naperville Park District shall be made in the manner set forth in the agreement entered into between Naperville Park District and VRUTTHI attached hereto as **F-2**.
- S8.2 If the School Parcel develops as residential in whole or in part in the future, V ESTATE agrees that the School Parcel will be subject to the park donation provisions of the same Development Agreement.

S9.0 MULTI-USE TRAIL AND SIDEWALKS.

- S9.1 OWNER AND DEVELOPER shall install a ten foot (10') wide multi-use trail ("Multi-Use Trail"), at OWNER AND DEVELOPER'S sole cost, across the Diehl Road frontage of the SUBJECT PROPERTY as depicted on the preliminary engineering plans attached hereto as Exhibit C (hereinafter "Preliminary Engineering Plans"). OWNER AND DEVELOPER shall also install sidewalks as provided in Sections S9.2 and S9.3 hereof. Final engineering for the Multi-Use Trail and sidewalks shall be submitted for review and approval of the City Engineer concurrent with the submission of the Final Subdivision Plat for the SUBJECT PROPERTY.
- S.9.1.2 OWNER AND DEVELOPER shall also obtain a right of way permit and any other required approvals for the Multi-Use Trail from DuPage County. Should DuPage County require reconfiguration of the existing intersection improvements at the southwest corner of Mill Street and Diehl Road as a result of the Multi-Use Trail, OWNER AND DEVELOPER shall be responsible, at its sole cost, for the reconfiguration work and any resulting permitting from DuPage County.
- S.9.1.3 OWNER AND DEVELOPER shall install the Multi-Use Trail prior to issuance of the first final occupancy permit on any portion of the SUBJECT PROPERTY

or within three (3) years after recordation of the ordinance approving annexation of the SUBJECT PROPERTY, whichever is sooner. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. This provision shall survive the expiration or termination of this Agreement.

S9.2 OWNER AND DEVELOPER shall install a sidewalk, at OWNER AND DEVELOPER'S sole cost, across the Mill Street frontage of the SUBJECT PROPERTY (the "Mill Street Sidewalk") as depicted on the Preliminary Engineering Plans attached hereto as Exhibit C. Final engineering for the Mill Street Sidewalk shall be submitted for review and approval of the City Engineer concurrent with the submission of the Final Subdivision Plat for the SUBJECT PROPERTY.

S9.2.1 OWNER AND DEVELOPER shall install the Mill Street Sidewalk prior to issuance of the first final occupancy permit or three (3) years after recordation of the ordinance approving annexation of the SUBJECT PROPERTY, whichever is sooner. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. This provision shall survive the expiration or termination of this Agreement.

S9.2.2 OWNER AND DEVELOPER shall grant, on the Final Plat of Subdivision, a permanent easement to the City for the portion of the Mill Street Sidewalk that encroaches on the SUBJECT PROPERTY in a form approved by the City Attorney.

- S9.3 OWNER AND DEVELOPER shall install a sidewalk, at OWNER AND DEVELOPER'S sole cost, across the West Street frontage of the SUBJECT PROPERTY (the "West Street Sidewalk") as depicted on the Preliminary Engineering Plans attached hereto as Exhibit C. Final engineering for the West Street Sidewalk shall be submitted for review and approval of the City Engineer concurrent with the submission of the Final Plat of Subdivision for the SUBJECT PROPERTY.
- S9.4 The provisions of Section S9.0 and each subsection hereof shall survive the expiration or termination of this Agreement.

S10.0 PARK DISTRICT ANNEXATION

S10.1 Notwithstanding the provisions of Section G4.0, the SUBJECT PROPERTY is currently within the boundary of the Naperville Park District; annexation to the Park District is not required.

<u>S11.0</u> <u>REQUIRED RIGHT-OF-WAY DEDICATIONS.</u>

- S11.1 OWNER AND DEVELOPER shall dedicate, at no cost to the CITY or to DuPage County, as applicable, the following rights-of-way as described below. Said dedications shall be made part of the Final Subdivision Plat for the SUBJECT PROPERTY and shall be in a form approved by the City Engineer and the City Attorney:
 - i. Mill Street: a seventeen foot (17') wide right of way as depicted on the Preliminary Plat of Subdivision.
 - ii. Cut Corner: a thirty foot (30') cut corner at northwest corner of the SUBJECT PROPERTY and the southeast corner of the intersection of Diehl Road and West Street as depicted on the Preliminary Plat of Subdivision.
 - iii. OWNER AND DEVELOPER shall be subject to the requirements of the DuPage County Department of Transportation with respect to requirements relative to roadways over which the County has jurisdiction, including but not limited to Diehl Road and Mill Street.
 - S11.1.2 The Mill Street right of way dedication referenced above in Section 11.1 (i) and the easement and/or right-of-way dedication as required by DuPage County, if any, referenced in S11.1 (iii) shall both be subject to the review and approval of the City Engineer and DuPage County.
- S11.2 The provisions of Section S11.0 and each subsection hereof shall survive the expiration or termination of this Agreement.

S12.0 INSTALLATION OF STREET LIGHTS.

- S12.1 OWNER AND DEVELOPER shall install public streetlights, at OWNER AND DEVELOPER'S sole cost, across the Diehl Road frontage of the SUBJECT PROPERTY (the "Diehl Road Streetlights") and across the West Street frontage of the SUBJECT PROPERTY ("West Street Streetlights") as depicted on the Preliminary Engineering Plans attached hereto as Exhibit C. Final engineering for the Diehl Road Streetlights and the West Street Streetlights shall be submitted for review and approval of the City Engineer concurrent with the submission of the final subdivision plat(s) for the SUBJECT PROPERTY, as applicable.
- S12.2 OWNER AND DEVELOPER shall obtain all required permits for the Diehl Road Streetlights from DuPage County. A copy of the approved permit shall be provided to the City Engineer.

- S12.3 OWNER AND DEVELOPER shall install the Diehl Road Streetlights and the West Street Streetlights within three (3) years of issuance of a building permit for any portion of the SUBJECT PROPERTY, or within such other timeframe as agreed to in writing by the City Engineer.
- S12.4 Acceptance of Streetlights. The City hereby agrees to accept the Diehl Road Streetlights and West Street Streetlights: (i) after they have been installed by OWNER AND DEVELOPER and approved by the City Engineer; and (ii) upon issuance of a Bill of Sale to the City by the OWNER AND DEVELOPER for said Streetlights in a form approved by the City Engineer. Upon acceptance of said Diehl Road Streetlights and West Street Streetlights, the City shall be the owner thereof and shall thereafter be responsible for their maintenance, repair and replacement.
- S12.5 The provisions of Section S12.0, and each subsection hereof, shall survive the expiration or termination of this Agreement.

S13.0 WATERMAIN INSTALLATION.

- S13.1 The OWNER AND DEVELOPER shall design and construct a sixteen-inch (16") diameter watermain extension from the existing watermain stub on the south property line to the existing twelve-inch (12") watermain on the SUBJECT PROPERTY (hereinafter referred to as "Watermain Improvements") as depicted on the Preliminary Engineering Plans attached hereto as EXHIBIT C. Final engineering for the Watermain Improvements shall be submitted for review and approval of the City Engineer concurrent with the submission of the Final Subdivision Plat for the SUBJECT PROPERTY.
- S13.2 OWNER AND DEVELOPER agrees to construct the Watermain Improvements prior to issuance of any temporary or final occupancy permit for the SUBJECT PROPERTY.
- S13.3 The CITY agrees to reimburse the OWNER AND DEVELOPER the difference between the cost to construct an eight-inch (8") diameter watermain and a sixteen (16") inch diameter watermain and appurtenances (hereinafter referred to as "**Differential Cost**"). The Differential Cost is estimated as shown on the Engineer's Opinion of Probable Construction Costs, attached hereto as **EXHIBIT E**.

S13.4 The City's reimbursement for said Differential Cost shall be governed by the process set forth in Section 7-3-6 of the Naperville Municipal Code, and each applicable subpart thereof, and by Section S13.5 and S13.6 below.

S13.4.1 Except for the Differential Cost, OWNER AND DEVELOPER shall be responsible for all other costs associated with the Watermain Improvements.

S13.4.2.1 OWNER AND DEVELOPER'S responsibilities with respect to the Watermain Improvements shall be as set forth herein and in Section 7-3-6 of the Naperville Municipal Code, and each applicable sub-part thereof.

S13.4.2.3 The CITY shall review the contract unit prices as submitted by the OWNER AND DEVELOPER for the Watermain Improvements within fourteen (14) days of submittal by the OWNER AND DEVELOPER.

S13.5 Compliance with the Prevailing Wage Act. The installation of the sixteeninch (16") watermain for the SUBJECT PROPERTY constitutes 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 such work to comply with the Act for the sixteen-inch (16") watermain only. 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 Illinois Department of Labor's website 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).

S13.6 Acceptance of Watermain. The City hereby agrees to accept the Watermain improvements: (i) after the work associated with each has been completed and approved (including but not limited 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 the Watermain improvements in a form approved by the City. Upon acceptance of said improvements, the City shall be the owner thereof and shall thereafter be responsible for their maintenance, repair and replacement.

S13.7 The provisions of Section S13.0, and each subsection hereof, shall survive the expiration or termination of this Agreement.

<u>S14.0</u> SHARED STORMWATER MANAGEMENT.

S14.1 Stormwater management for the SUBJECT PROPERTY shall be provided as depicted on final engineering plans ("Final Engineering Plans") which shall be in substantial conformity with: (i) the Preliminary Engineering Plans which are attached hereto as Exhibit C, and (ii) the Final Stormwater Management Plan which shall be in substantial conformity with the preliminary Stormwater Management Plan attached hereto as Exhibit G. Said stormwater management shall consist of the multiple components, including but not limited to: (i) sub-surface storage modules; (ii) surface depressions; (iii) an interconnecting energy equalizer conduit system; and (iv) storm sewer collection and conveyance systems. This unified system shall be referenced herein as the "Shared Stormwater Management System" or "System" the components of which shall be explicitly depicted on the Final Engineering Plans and the Final Stormwater Management Plan. The Final Engineering Plans and the Final Stormwater Management Plan shall be submitted by OWNER AND DEVELOPER, approved by the City, and attached as exhibits to the Owner's Acknowledgment and Acceptance Agreement with the Final Plat of Subdivision for the SUBJECT PROPERTY. Final engineering for all aspects of the Shared Stormwater Management System shall be submitted for review and approval of the City Engineer concurrent with the submission of the Final Subdivision Plat for the SUBJECT PROPERTY.

S14.2 The Shared Stormwater Management System shall be privately owned by OWNER AND DEVELOPER, or the Master Association as set forth below, and maintained in good operating order consistent with the Final Engineering Plans and the Final Stormwater Management Plan which shall be subject to approval by the City as a condition of final engineering approval for the SUBJECT PROPERTY.

S14.2.1 VRUTTHI LLC shall form a homeowner's association for the Residential Parcels, which homeowner's association shall be known as the "**Prosperita Naperville Homeowners Association**" ("**Prosperita HOA**"). Additionally, OWNER AND DEVELOPER shall form a master association (the "**Master Association**") of which Prosperita HOA and owner of the School Parcel shall be members.

S14.2.2 The Prosperita HOA and the Master Association shall each be formed and become operational prior to the issuance of the first occupancy permit for either the School Parcel or the Residential Parcel. OWNER AND DEVELOPER shall provide the City Engineer with contact information for the Prosperita HOA and the Master Association.

S14.2.3 Until ownership of the Shared Stormwater Management System is transferred to the Master Association, the OWNER AND DEVELOPER shall be responsible to perform all work necessary to ensure the maintenance, repair, construction, reconstruction and effective operation of the Shared Stormwater Management System in a manner capable of maintaining the System's hydraulic performance characteristics and in accordance with: (i) this Agreement; (ii) City approved Final Engineering; and (iii) the City approved Final Stormwater Management System Plan (together referenced herein as the "Stormwater Management System Plan and Requirements").

14.2.4 Upon transfer of the Shared Stormwater Management System to the Master Association, the Master Association shall be responsible for all maintenance, repair, construction, and reconstruction obligations for the continued effective operation of the Shared Stormwater Management System in a manner capable of maintaining the System's hydraulic performance characteristics and in accordance with the Stormwater Management Plan and Requirements.

The Master Association shall: (i) retain a manager to oversee and fulfill the duties, responsibilities and obligations of the Stormwater Management System Plan and Requirements within one year of its formation; (ii) prepare an annual budget for the operation, maintenance and monitoring of the Integrated Stormwater Management System; (iii) create and enforce a schedule of funds to be provided by the Prosperita HOA and the Owner of the School Parcel to establish funding for (a) ongoing maintenance, repair, and operation of the Stormwater Management System and (b) reserves to make repairs to or for replacement of the Stormwater Management System; (iv) maintain a separate operating account for the dues and other funds collected to operate, maintain, and monitor the Stormwater Management System; (v) maintain a separate reserve account for the dues and other funds collected for reserves to make repairs to or for replacement of the Stormwater Management System; (vi) prepare an Annual Financial Report for the Stormwater Management System specifying the annual operating, maintenance, and monitoring costs

for the System as well as the total funds in the reserve account for the System; and (vii) have an Annual Inspection Report prepared by an Illinois Licensed Professional Engineer, in conjunction with the Annual Financial Report referenced above, which describes the condition of the components of the Stormwater Management System in detail and which includes recommendations for maintenance and repairs and a certification that the condition of the Stormwater Management System is such that it will continue to operate as intended and in compliance with the Stormwater Management Plan and Requirements. The Annual Financial Report and the Annual Inspection Report shall be provided each year to the City Engineer. If the Annual Financial Report and Annual Inspection Report are not prepared and submitted to the City Engineer in a timely manner, and after the expiration of thirty (30) days written notice to the Master Association, the CITY will have the right, but not the obligation to have such reports prepared and charge the Master Association, and to lien against the Residential Parcels and the School Parcel for the costs of the work performed by the City plus an additional ten percent (10%) and any reasonable attorney's fees and costs, including the costs of in-house counsel, connected with the collection of such costs.

S14.2.5 The annual operating costs and expenses of the Master Association for the functions described in Section S14.2.4 above shall be borne by the Prosperita HOA and the Owner of the School Parcel on the basis of the proportionate runoff generated by the Residential Parcels and School Parcel as determined in the Stormwater Management Permit issued for the development.

S14.3 An easement shall be granted to the City in a form approved by the City Engineer and the City Attorney on, under, over and above the Shared Stormwater Management System located on the SUBJECT PROPERTY by which the City shall have the right, but not the obligation, to enter upon the SUBJECT PROPERTY to perform maintenance, repair, construction, or reconstruction necessary to restore or maintain all or some portion of the Shared Stormwater Management System so that it performs as intended. Prior to performing such work, the City shall give written notice to the Master Association, that maintenance or reconstruction of all or some portion of the Shared Stormwater Management System is needed. If such work is not performed by the Master Association within ninety (90) days of issuance of said notice, or any extension agreed to in writing by the City Engineer, the City may, if it elects to, undertake performance of

all or any part of such work as it deems necessary and appropriate to allow for the efficient operation of the Shared Stormwater Management System. Notwithstanding the fact that the Stormwater System shall be owned first by the OWNER AND DEVELOPER and subsequently by the Master Association, the City shall be entitled to record a lien against the Residential Parcels and/or the School Parcel, as applicable, for the costs of the work performed by the City plus an additional ten percent (10%) and any reasonable attorney's fees and costs, including the costs of in-house counsel, connected with the collection of such costs.

S14.4 The provisions of Section S14.0, and each subsection hereof, shall survive the expiration or termination of this Agreement.

S15.0 ROADWAY ACCESS FOR THE SCHOOL PARCEL.

S15.1 Both the School Parcel and the Residential Parcels of the Orion Prosperita Development shall be served by private roadway, depicted on the Preliminary Engineering Plans as Perla Avenue; said roadway shall be entirely located on one of the Residential Parcels.

The private roadway denoted by hash-marks on the Preliminary Subdivision Plat will be the only means of ingress and egress for the School Parcel as depicted on **Exhibit H**.

S15.2 In order to ensure that the School Parcel will never become landlocked and will at all times have access to West Street and Mill Street, a permanent easement, ("Shared Ingress Egress Easement"), shall be granted by VRUTTHI for the benefit of the School Parcel on the Final Plat of Subdivision as said Shared Ingress Egress Easement is denoted by hash-marks on the Preliminary Plat of Subdivision. Said Shared Ingress Egress Easement on the Final Plat of Subdivision shall include language approved by the City Attorney, including but not limited to a provision that said permanent Shared Ingress Egress Easement may not be terminated without prior written approval of the City.

The provisions of Section S15.2 shall survive the expiration or termination of this Agreement. The Master Association shall be responsible for the repair, maintenance, and reconstruction of Perla Avenue.

S16.0 TRAFFIC SIGNAL AT DIEHL ROAD AND WEST STREET.

S16.1 The DuPage County Department of Transportation may require a traffic signal ("**Traffic Signal**") at the intersection of Diehl Road and West Street. If traffic counts warrant a Traffic Signal within three (3) years of the Completion of the Orion Prosperita Development, as "Completion" is defined in Section S16.1.1 below, and if the DuPage County

Department of Transportation approves installation of a traffic signal as requested by the City and/or the County, OWNER AND DEVELOPER shall be required to contribute 25% of the cost of the design, construction, and installation of the traffic signal and any necessary appurtenances and roadway and sidewalk/multi-use path improvements.

S16.1.1 For the purposes of Section 16.1, completion ("Completion") of the Orion Prosperita Development is defined as: (1) issuance of an occupancy permit on the School Parcel, and (2) issuance of seventy-five percent (75%) of occupancy permits for the 76 townhome units located on the Residential Parcels.

S16.1.1.1 OWNER AND DEVELOPER shall pay their share of the Traffic Signal costs required in Section 16.1 above (hereinafter "OWNER AND DEVELOPER TRAFFIC SIGNAL SHARE") by either the Lump Sum Approach or the Installment Approach as follows:

- (i) <u>Lump Sum Approach</u>: By remitting payment in full to the City Engineer of the OWNER AND DEVELOPER TRAFFIC SIGNAL SHARE within ninety (90) days of receipt of an invoice therefor (hereinafter the "**Traffic Signal Share Invoice**"); or
- (ii) <u>Installment Approach</u>. By remitting payment to the City Engineer for the OWNER AND DEVELOPER TRAFFIC SIGNAL SHARE in three (3) equal installments: the first installment being due within ninety (90) days of receipt of the Traffic Signal Invoice; the second installment being due on or before the one year anniversary date of the date on the Traffic Signal Share Invoice; and the third installment being due on or before the second anniversary date of the date on the Traffic Signal Share Invoice.

OWNER AND DEVELOPER shall give written notice to the City Engineer within thirty (30) calendar days of receipt of the Traffic Signal Invoice as to whether payment of the OWNER AND DEVELOPER TRAFFIC SIGNAL SHARE shall be paid by the Lump Sum Approach or the Installment approach. If the City Engineer does not receive notification

of an election within said timeframe, or any extension thereof approved in writing by the City Engineer, the Lump Sum Approach shall be required.

S16.1.1.2 If payment of the OWNER AND DEVELOPER TRAFFIC SIGNAL SHARE is not timely made as provided above, the City shall have the right to halt issuance of any further permits for the SUBJECT PROPERTY and/or take any other action it deems appropriate, including but not limited to recordation of a lien against the Residential Parcels and School Parcel for any unpaid amounts plus interest calculated from the date such payment we due through the date of actual payment at a rate of LIBOR plus two (2) basis points, any recording fees, and all reasonable attorney's fees and costs associated therewith.

S16.2 The provisions of Section S16.0 and each subsection hereof shall survive the expiration or termination of this Agreement.

S17.0 FINANCIAL SURETY.

S17.1 OWNER AND DEVELOPER shall have no obligation to provide surety to the CITY for any public improvements for which surety has been posted with DuPage County for any right-of-way improvements over which DuPage County has jurisdiction.

S18.0 EFFECTIVE DATE.

S18.1 The effective date ("**EFFECTIVE DATE**") of this Agreement shall be the date upon which it is fully executed by the Parties hereto and recorded with the DuPage County Recorder. If this Agreement is not recorded prior to the date set forth in the City of Naperville Ordinance approving this Annexation Agreement, then this Agreement shall not thereafter be recorded and shall be void, having no further force and effect, by operation of law.

S19.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

IF TO THE CITY:

City Clerk/Community Services, City of Naperville 400 South Eagle Street Naperville, Illinois 60540

WITH COPIES TO:

City Engineer, City of Naperville 400 South Eagle Street Naperville, Illinois 60540

And

City Attorney, City of Naperville 400 South Eagle Street Naperville, Illinois 60540

IF TO VRUTTHI:

Vrutthi LLC 3644 White Eagle Drive Naperville, Illinois 60564

WITH COPIES TO:

Rosanova & Whitaker, Ltd. Attn: Russ Whitaker 127 Aurora Avenue Naperville, Illinois 60540

IF TO V ESTATE:

V Estate LLC 3644 White Eagle Drive Naperville, Illinois 60564

WITH COPIES TO:

Rosanova & Whitaker, Ltd. Attn: Russ Whitaker 127 Aurora Avenue Naperville, Illinois 60540

IF TO THE OWNER AND DEVELOPER:

Vrutthi LLC and V Estate LLC 3644 White Eagle Drive Naperville, Illinois 60564

WITH COPIES TO:

Rosanova & Whitaker, Ltd. Attn: Russ Whitaker 127 Aurora Avenue Naperville, Illinois 60540

IN WITNESS WHEREOF, the Parties set their hands and seals as of the EFFECTIVE DATE in Section S18.1 hereof.

/SIGNATURES ON FOLLOWING PAGES/

CITY OF NAPERVILLE

ATTEST

By:			By:		
Scott A. Wehrli Mayor			, <u></u>	Pam Gallahue, Ph.D. City Clerk	
State of Illinois)				
)				
County of DuPage)				
The females in instance		1-11 1	C L C-	A XX-ladi Mass	and Dan
The foregoing instri	iment was ackn	lowledged bei	fore me by Sc	cott A. Wehrli, May	or, and Pam
Gallahue, Ph.D. City	Clerk, this	day of		, 2023.	
			Notary	Public	
-seal-					

$\underbrace{\text{VRUTTHI LLC, AS OWNER OF THE RESIDENTIAL PARCELS}}_{\text{I}}$

By: dang Munay.
Pangayaselvei K. Rajkumar
Manager
By:
[name] Kumar P. Rajkumar
[title] Manager
State of Illinois)
County of DuPage)
The foregoing instrument was acknowledged before me by Pangayaselvei K. Rajkumar , Manager, and Kumar P. Rajkumar, Manager, this(\infty_ day of
SEBASTIAN NAVARRO Official Seal stary Public - State of Illinois mmission Expires Sep 22, 2026
Notary Public

-seal-

V ESTATE LLC, AS OWNER OF THE SCHOOL PARCEL

-seal-

By: Dang Munay.
Pangayaselvei K. Rajkumar
Manager
By:
Kumar P. Rajkumar
Manager
State of Illinois) County of DuPage)
The foregoing instrument was acknowledged before me by Pangayaselvei K. Rajkumar, Manager
and Kumar P. Rajkumar, Manager, this
SEBASTIAN NAVARRO Official Seal Iotary Public - State of Illinois Commission Expires Sep 22, 2026
Notary Public

VRUTTHI LLC AND V ESTATE LLC AS OWNER AND DEVELOPER

By: dangy Munay.
Pangayaselvei K. Rajkumar
Manager
By:
Kumar P. Rajkumar
Manager
State of Illinois)
County of DuPage)
The foregoing instrument was acknowledged before me by Pangayaselvei K. Rajkumar and Kumar
P. Rajkumar this \(\bigcup \) day of \(\bigcup \) ULY \(\bigcup \), 2023.
SEBASTIAN NAVARRO Official Seal Notary Public - State of Illinois Commission Expires Sep 22, 2026
Notary Public

This instrument was prepared by The City of Naperville, 400 S. Eagle Street, Naperville, Illinois, 60540.

EXHIBIT A LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 1 AND THE NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN THE FINAL PLAT OF SUBDIVISION FOR HARBORCHASE OF NAPERVILLE RECORDED AS DOCUMENT R2014-088045 SAID POINT ALSO BEING ON THE EAST LINE OF WEST STREET DEDICATED PER DOCUMENTS R95-183401, R97-92072 AND R98-117566; THENCE NORTH 00 DEGREES 28 MINUTES 30 SECONDS EAST 933.27 FEET ALONG SAID EAST LINE OF WEST STREET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO THE COUNTY OF DUPAGE FOR DIEHL ROAD BY WARRANTY DEED RECORDED JULY 14, 1989 AS DOCUMENT R89-084247; THENCE NORTH 87 DEGREES 43 MINUTES 22 SECONDS EAST 467.87 FEET ALONG SAID SOUTH LINE TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 99.23 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING NORTH 63 DEGREES 50 MINUTES 56 SECONDS WEST; THENCE NORTH 87 DEGREES 46 MINUTES 40 SECONDS EAST 17.02 FEET TO A POINT ON THE WESTERLY LINE OF MILL STREET (COUNTY HIGHWAY 32) DEDICATED PER DOCUMENTS 213969 AND R2010-041209; THENCE SOUTH 00 DEGREES 28 MINUTES 30 SECONDS WEST 915.28 FEET ALONG SAID WESTERLY LINE TO THE NORTHEAST CORNER OF LOT 1 IN THE AFOREMENTIONED HARBORCHASE OF NAPERVILLE; THENCE NORTH 89 DEGREES 31 MINUTES 30 SECONDS WEST 570.14 ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: Southwest corner of Diehl Road and Mill Street, Naperville, IL

PINS:	
07-01-401-012	07-01-405-033
07-01-401-014	07-01-405-034
07-01-401-016	07-01-406-010
07-01-401-017	07-01-406-011
07-01-402-013	07-01-406-012
07-01-402-016	07-01-406-013
07-01-402-018	07-01-406-014
07-01-402-019	07-01-406-015
07-01-405-002	07-01-406-028
07-01-405-003	07-01-406-029
07-01-405-004	07-01-406-030
07-01-405-005	07-01-406-032
07-01-405-006	07-01-406-033
07-01-405-007	07-01-406-034
07-01-405-024	07-01-406-035
07-01-405-026	07-01-406-036
07-01-405-027	07-01-406-037
07-01-405-029	07-12-200-030
07-01-405-030	07-12-201-034
07-01-405-031	
07-01-405-032	

PLAT OF ANNEXATION

TO THE CITY OF NAPERVILLE

BEING PART OF THE SOUTH HALF OF SECTION 1 AND THE NORTH HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

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

AREA SUMMARY



SHEET 1 OF 1

VICINITY MAP

	////////
North the of title, ROAD	
N 8/46 40 17.02' –	É//////
DIÉHL RÓAD R=100.00' L=99.23' L=99.23' Chd. Bry.= Var. Roy.= Var.	
\$ 63'50'56" E'	
(115)//(130)/ 467.87	(a) / (*)
South Line of DEHL ROAD 7 8 1, 4 8 1 (300)	ANK OF BUNSION 9-02734
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(1307) (1307) (1307) (1307) (1307)	IOT 1 (OT 1
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(130)	STRE!
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(130')	, (e.)
(115) (130)	(56°) (15.28°) (16-041209)
XX1///MI	(se. 32) 32) R2010-04120
X / /81	
(130') (130') (130')	[[×/`ē\$ //
(130') (130') E (130')	[[g / ⊇ ar / /
- [直放表] / モデ / / プー・・・ /	John Toron
(115") (130") 9 20" WIDE VACATED ALLEY 9ER DOC, R2004-27010 (195") (25")	们/////
FER DOC. R2004—2410008 (115') (22	, and the second
(115) (215)	
\$\frac{14}{8}\$ (25) (25) (25) (25) (30) (25) (25) (25) (25) (25) (25) (25) (25	
[원	
(307) (257) (
(115) (25) (27) (27) (27) (27) (27) (27) (27) (27	
6 6 5 4 3 2 1 10 9 8 7 6 5 4 3 2 1	
7 N. UNE OF LOT 1 HARBORCHASE OF NAPERVILLE	
N 89'31'30" W 570.14'	¶////X/,
POINT OF BEOMENS! NR, COR, LOT 1 HARBORCHASE OF NAPERFULE SUBUNISON NRED VILLA MANUER HARBORCHASE OF NAPERFULE SUBUNISON NAPER VILLA MANUER	///////////////////////////////////////

PERMANENT TAX	INDEX NUMBERS
07-01-401-012	07-01-405-032
07-01-401-014	07-01-405-033
07-01-401-016	07-01-405-034
07-01-401-017	07-01-406-010
07-01-402-013	07-01-406-011
07-01-402-016	07-01-406-012
07-01-402-018	07-01-406-013
07-01-402-019	07-01-406-014
07-01-405-002	07-01-406-015
07-01-405-003	07-01-406-028
07-01-405-004	07-01-406-029
07-01-405-005	07-01-406-030
07-01-405-006	07-01-406-032
07-01-405-007	07-01-406-033
07-01-405-024	07-01-406-034
07-01-405-026	07-01-406-035
07-01-405-027	07-01-406-036
07-01-405-029	07-01-406-037
07-01-405-030	07-12-200-030
07-01-405-031	07-12-201-034

LINE/ABBREVIATION LEGEND

LIMITS OF ANNEXATION (Heavy Solid Line)

ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE {Light Solid Line}

- EXISTING CITY LIMITS
OF NAPERVILLE
(Solid Lines)

- EXISTING CITY LIMITS
OF WARRENVILLE
(Solid Lines)

- RIGHT OF WAY

SURVEYOR'S NOTES

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

THE BEARINGS SHOWN HEREON ARE BASED ON THE RECORD ASSESSMENT PLAT

THERE ARE NO ELECTORS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY.

THERE ARE NO HABITABLE STRUCTURES ON THE PROPERTY ANNEXED HEREBY. DIMENSIONS ENCLOSED IN () INDICATE RECORD OR DEED DATA. ALL OTHER DIMENSIONS ARE RECORD = MEASURED OR MEASURED.

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE!

THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL STATE INCORPORATE INTO AND EARLY OF THE CITY OF AMERICAN OF WILL AND ADOPTED BY THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF A MEDICAL COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE DAY OF THE CITY COUNCIL AT A MEETING HELD ON THE CIT

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE!

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE OLOUNTY, ILLINOIS, ON THE DAY OF O'CLOCK ...M. AND WAS RECORDED IN BOOK OF PLATS ON PAGE.

COUNTY RECORDER

VRUTTHI LLC 3644 WHITE EAGLE DRIVE NAPERVILLE, IL 60564 (630) 803-5768



PREPARED BY:

CEMICON, Lttd.
Consulting Engineers, Lond Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60052—8475 Phr 63.08.62.109
E-Moi: codd@cmcon.com Website: www.cemcon.com
DISC NO: 904426 FILE PARE ANNEX
DRAWN BY: SMR FLD. BK. / PG. NO: 766/30
COMPLETION DATE: 941–2022 JGB NO: 904-426
PROJECT REFERENCE:
PREVSIONS: 9-26-22/SMR ADD OWNER/PREPARED FOR INFO
REVSIONS: 19-26-22/SMR RVISE FER CITY REVEW
Copyright © 2022 Cemcon, Lie. All rights reserved.

SURVEYOR'S CERTIFICATE STATE OF ILLINOIS)

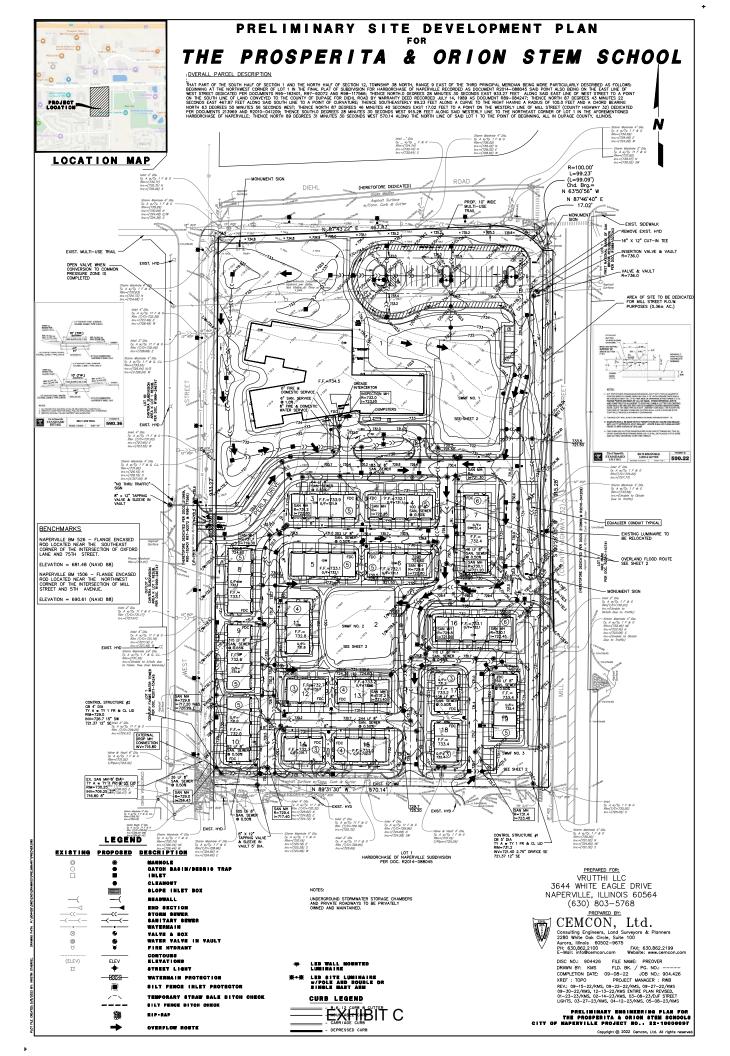
STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)

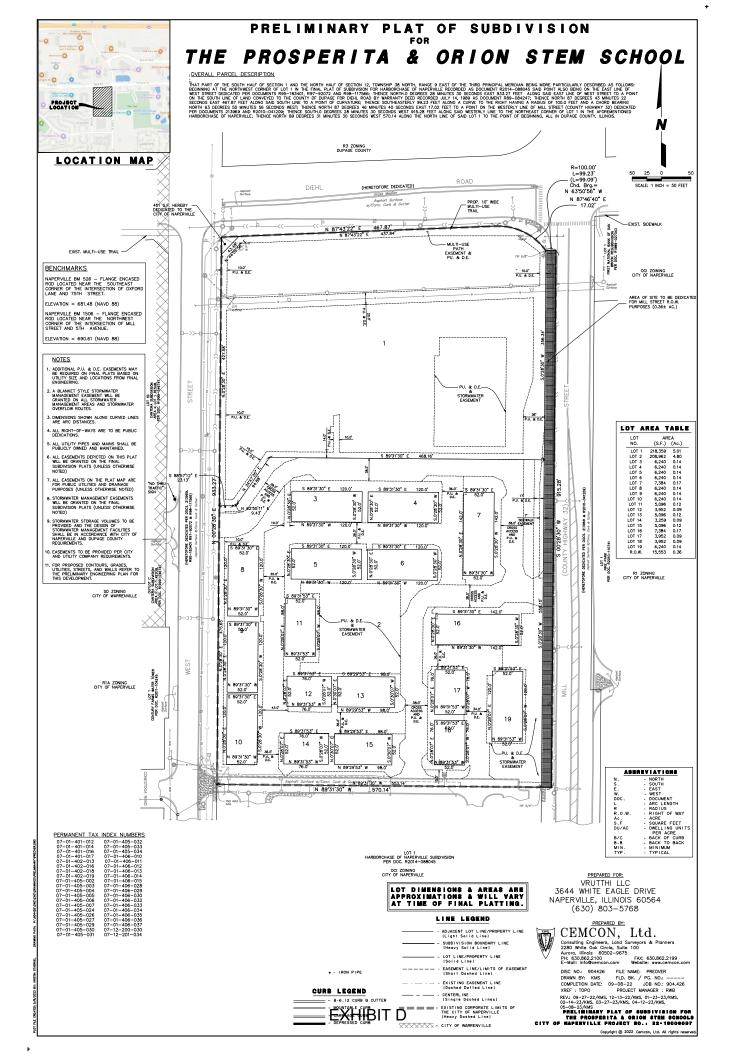
THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE CITY OF NAPERVILLE & BASED ON PUBLIC RECORD.

DATED THIS _____ DAY OF ___ _____, 20____

JEFFREY R. PANKOW ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483 MY REGISTRATION EXPIRES ON NOVEMBER 30, 2022 PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184–002937 EXPIRES APRIL 30, 2023 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

EFO A POINT ON THE WESTERN Y LINE OF MILL STREET (COUNTY HIGHWAY AND PER PROPRIED STAND PROPRIED





PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426 REVISED: June 05, 2023

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022

DATE: September 22, 2022

NO		APPROX.			UNIT	
NO.	ITEM	QUANTITY	UNII		PRICE	AMOUNT
I.A.	SWPP PLAN IMPLEMENTATION - THE PROSPERITA TOWNHOMES					
1	Stabilized Construction Entrance w/ Maintenance (shared)	0.5	EA.	\$	2,500.00	\$ 1,250.00
2	Silt Fence w/ Maintenance	1250	L.F.		3.00	3,750.00
3	Inlet or MH Filter Insert	42	EA.		280.00	11,760.00
4	Temporary Concrete Washout Station	1	EA.		1,500.00	1,500.00
	Sub-Total SWPP Plan Implementation - The Prosperita Townhomes				- ;	\$ 18,260.00
I.B.	SWPP PLAN IMPLEMENTATION - ORION STEM SCHOOLS					
1	Stabilized Construction Entrance w/ Maintenance (shared)	0.5	EA.	\$	2,500.00	\$ 1,250.00
2	Silt Fence w/ Maintenance	950	L.F.		3.00	2,850.00
3	Inlet or MH Filter Insert	24	EA.		280.00	6,720.00
4	Temporary Concrete Washout Station	1	EA.		1,500.00	1,500.00
	Sub-Total SWPP Plan Implementation - Orion STEM Schools				- ;	\$ 12,320.00
II.A.	EARTHWORK & GRADING IMPROVEMENTS - THE PROSPERITA TO	WNHOMES				
1	Clearing & Grubbing	1	L.S.	\$	4,500.00	\$ 4,500.00
2	Earth Excavation - Topsoil (Stockpile)	12,100	C.Y		4.80	58,080.00
3	Earth Excavation- Clay (to Building Pads)	3,800	C.Y		6.00	22,800.00
4 5	Earth Excavation - Storage Modules (to Pads)	11,200 1,600	C.Y.		7.50 7.00	84,000.00
5	Topsoil Placement & Fine Grading (Modules)	1,000	C.Y.		7.00	11,200.00
	Sub-Total Earthwork & Grading Improvements - The Prosperita Town	homes			-	\$ 180,580.00
II.B.	EARTHWORK & GRADING IMPROVEMENTS - ORION STEM SCHOOL	<u>.s</u>				
1	Clearing & Grubbing	1	L.S.	\$	3,800.00	\$ 3,800.00
2	Earth Excavation - Topsoil (Stockpile)	8,600	C.Y		4.80	41,280.00
3	Earth Excavation- Clay (to Building Pads)	4,600	C.Y		6.00	27,600.00
4	Earth Excavation - Storage Modules (to Pads)	10,900	C.Y.		7.50	81,750.00
5	Topsoil Placement & Fine Grading (Modules & Open Space)	2,800	C.Y.		7.00	19,600.00
	Sub-Total Earthwork & Grading - Orion STEM Schools				•	\$ 174,030.00
III.A.	SANITARY SEWER MAIN & SERVICE IMPROVEMENTS - THE PROSP	ERITA TOWN	ІНОМЕ	<u>:s</u>		
1	Drop MH Connection to Existing MH	1	EA.	\$	3,800.00	\$ 3,800.00
2	Sanitary MH 4' Dia. TyA w/ Ty1 FR & SS Lid	12	EA.		5,600.00	67,200.00
3	Sanitary Sewer Main, 8" SDR 26	1,755	L.F.		34.00	59,670.00
4	Sanitary Sewer Service, 6" SDR 26	1,900	L.F.		28.00	53,200.00
5	Trench Backfill (CA-6)	3,280	C.Y.		45.00	147,600.00
	Sub-Total Sanitary Sewer Main & Service Improvements - The Prospe	erita Townho	mes		*	\$ 331,470.00

^{*} Some of these costs could be allocated to school site

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426 REVISED: June 05, 2023

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022

DATE: September 22, 2022

		APPROX.			UNIT	
NO.	ITEM	QUANTITY	UNIT		PRICE	AMOUNT
	CANITARY CENTER MAIN & CERVICE IMPROVEMENTS CORION C	TEM COLLOOL C				
III.B.	SANITARY SEWER MAIN & SERVICE IMPROVEMENTS - ORION ST	IEM SCHOOLS				
1	Sanitary MH 4' Dia. TyA w/ Ty1 FR & SS Lid	1	EA.	\$	5,600.00 \$	5,600.00
2	Inspection MH 4' Dia. TyA w/ Ty1 FR & SS Lid	1	EA.		5,600.00	5,600.00
3	Grease Interceptor w/ Dual Access Port & FR & Lid	1	EA.		9,000.00	9,000.00
4	Sanitary Sewer Service, 8" SDR 26	95	L.F.		34.00	3,230.00
5	Trench Backfill (CA-6)	90	C.Y.		45.00	4,050.00
	Sub-Total Sanitary Sewer & Service Improvements - Orion STEM S	Schools			\$	27,480.00
IV.A.	WATERMAIN & WATER SERVICE IMPROVEMENTS - THE PROSPE	ERITA TOWNHO	MES			
1	DIWM, 16" CL 52 w/ Polyethylene Encasement**	600	L.F.	\$	94.00 \$	56,400.00
2	DIWM, 8" CL 52 w/ Polyethylene Encasement	1,595	L.F.		48.00	76,560.00
3	12" x 8" Tapping Valve & Sleeve in Vault 5' Dia. w/ STD FR & Lid	2	EA.		6,800.00	13,600.00
4	Auger Section w/ Casing	60	L.F.		110.00	6,600.00
5	8" Valve & Vault, 4' Dia w/ STD FR & Lid	11	EA.		5,400.00	59,400.00
6	16" Valve & Vault, 5' Dia w/ STD FR & Lid**	4	EA.		8,700.00	34,800.00
7	Fire Hydrant w/ Aux Valve	12	EA.		4,800.00	57,600.00
8	1.5" Copper TyK Water Service w/ B-Box	1,450	L.F.		28.00	40,600.00
9	Trench Backfill (CA-6)	2,200	C.Y.		45.00	99,000.00
10	Parkway Restoration (West Street)	25	S.Y.		30.00	750.00
11	Oversizing Rebate** (see below)	20	0.1.		00.00	(40,800.00)
	1. 600 LF 16" DIWM @ \$94/LF less 8" DIWM @ \$48/LF = 600 LF x \$46/LF =	\$27,600.00				(40,000.00)
	1, 000 LF 10 DIVVM @ \$94/LF IESS 0 DIVVM @ \$46/LF = 000 LF X \$46/LF = 1, 4x 16" V&V @ \$8,700/EA IESS 8" V&V @ \$5,400/EA = 4x \$3,300 =					
b		\$13,200.00 Total: \$40,800.00	•			
	Subtotal On-Site Watermain & Water Service Improvements - The	Prosperita Tow	nhome	•	* \$	404,510.00
	* Some of these costs could be allocated to school site					
	** Oversizing from 8" to 16"					
IV R	WATERMAIN & WATER SERVICE IMPROVEMENTS - ORION STEM	I SCHOOLS				
	THE TAX BELLEVILLE WITH THE PROPERTY OF THE PR	100110020				
1	DIWM, 16" CL 52 w/ Polyethylene Encasement	400	L.F.	\$	94.00 \$	37,600.00
2	16" X 12" Cut-In Tee & Valve in Vault, 6' Dia. w/ STD FR & Lid**	1	EA.		9,300.00	9,300.00
3	16" Valve & Vault, 5' Dia w/ STD FR & Lid**	3	EA.		8,700.00	26,100.00
4	DI Water Service, 6" CL 52 w/ Polyethylene Encasement	70	L.F.		44.00	3,080.00
5	6" Valve & B-Box	1	EA.		1,600.00	1,600.00
6	Trench Backfill (CA-6)	30	C.Y.		45.00	1,350.00
7	Fire Hydrant w/ Aux Valve	1	EA.		4,800.00	4,800.00
8	12" Insertion Valve & Vault, 5' Dia.	1	EA.		9,000.00	9,000.00
9	Oversizing Rebate** (see below)				,	(31,300.00
-	1. 400 LF 16" DIWM @ \$94/LF less 8" DIWM @ \$48/LF = 400 LF x \$46 =	\$18,400.00				(= 1,222100)
	o. 4x 16" V&V @ \$8,700/EA less 8" V&V @ \$5,400/EA = 4x \$3,300 =	\$9,900.00				
	:. 1x 16" Cut-In Tee & 16" V&V @ \$9,300/EA less 8" Cut-In Tee 8" V&V @ \$5,800/EA = 1x \$3,500	\$3,500.00				
		Fotal: \$31,300.00				
	0.14.4.10.0% W-4	iotai. \$31,300.00				

61,530.00

Subtotal On-Site Watermain & Water Service Improvements - Orion STEM Schools

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

REVISED: June 05, 2023 JOB NO.: 904.426

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022

DATE: September 22, 2022

		APPROX.			UNIT	
NO.	ITEM	QUANTITY	UNIT		PRICE	AMOUNT
V.A.	STORM SEWER & DRAINAGE IMPROVEMENTS - THE PROSPERITA	A TOWNHOME	S (OP	ΓIMAL	COMBINATION)	
1	Storm Sewer, RCP Ty2, 12"	995	L.F.	\$	28.00 \$	27,860.00
2	Storm Sewer, RCP Ty2, 15"	390	L.F.	Ψ	34.00	13,260.00
3	Storm Sewer, RCP Ty2, 18"	30	L.F.		38.00	1,140.00
4	Energy Equalizer Pipe, RCP Ty2, 24"	195	L.F.		48.00	9,360.00
5	Storm MH TyA, 4' Dia. w/ Ty1 FR & OL	20	EA.		4,200.00	84,000.00
6	Storm MH TyA, 5' Dia. w/ Ty1 FR & OL	2	EA.		4,700.00	9,400.00
7	Inlet TyA 2' Dia. w/ Ty1 FR & OL	4	EA.		2,400.00	9,600.00
8	Inlet TyA 2' Dia. w/ R-3501P FR & GR	13	EA.		2,600.00	33,800.00
9	Catch Basin TyA, 5' Dia. w/ Ty1 FR & OL	4	EA.		4,700.00	18,800.00
10	Connect to Existing MH	1	EA.		800.00	800.00
11	Trench Backfill (CA-6)	1,200	C.Y.		45.00	54,000.00
12	Special Catch Basin / Debris Trap, 5' Dia. w/ Ty1 FR & CL	. 8	EA.		7,200.00	57,600.00
13	Control Structure #1 Catch Basin 5' Dia. w/ 2.75" Orifice Restrictor,	1	EA.		11,400.00	11,400.00
	Weir & Vortex Valve	•			11,100.00	11,100.00
14	Control Structure Catch Basin 4' Dia. w/ Weir	1	EA.		5,400.00	5,400.00
14	Control Structure Catch Basin 4 Dia. W/ Well	'	EA.		5,400.00	5,400.00
	Sub-Total Storm Sewer & Drainage Improvements - The Prosperita	Townhomes			\$	336,420.00
	STORM SEWER & DRAINAGE IMPROVEMENTS - ORION STEM SCI	<u></u>		•	00.00	40 700 00
1	Storm Sewer, RCP Ty2, 12"	535	L.F.	\$	20.00 \$	10,700.00
2	Storm Sewer, RCP Ty2, 15"	320	L.F.		34.00	10,880.00
3	Storm Sewer, RCP Ty2, 18" Fraggy Favelizes Pine 24" RCP Ty2	240	L.F.		40.00	9,600.00
4 5	Energy Equalizer Pipe 24" RCP Ty2	390 5	L.F. EA.		48.00 2,400.00	18,720.00
6	Inlet TyA 2' Dia. w/ Ty1 FR & OL Inlet TyA 2' Dia. w/ Ty R-3501P FR & GR	7	EA.		2,400.00	12,000.00
7	Storm MH TyA, 4' Dia. w/ Ty1 FR & OL	, 5	EA.		4,200.00	18,200.00 21,000.00
8	Special Catch Basin / Debris Trap, 5' Dia. w/ Ty1 FR & CL	4	EA.		7,200.00	28,800.00
9	Storm MH, 5' Dia. w/ Ty1 FR & OL	2	EA.		4,700.00	9,400.00
10	Trench Backfill (CA-6)	380	C.Y.		45.00	17,100.00
11	Connect to Module	1	EA.		500.00	500.00
	Sub-Total Storm Sewer & Drainage Improvements - Orion STEM Sc	hools			-	156,900.00
	Cab-rotal otomi ocuer a Brainage improvements - onon oreim oc				•	100,000.00
VI.A.	SUB-SURFACE STORAGE MODULES - THE PROSPERITA TOWNHO	OMES (OPTIMA	AL COI	MBINA	ATION)	
1	Sub-Surface Storage Modules w/ Infiltration Holes	102	EA.	\$	8,250.00 \$	841,500.00
2	Forebay Sediment Trap w/ Geotextile Filter	6	EA.		9,800.00	58,800.00
3	Granular Sub-Base (CA-7)	1,800	C.Y.		45.00	81,000.00
4	Geotextile Filter Fabric	24	S.Y.		25.00	600.00
5	Granular Backfill (CA-6)	400	C.Y.		40.00	16,000.00
	Sub-Total Sub-Surface Storage Modules - The Prosperita Townhom	nes				997,900.00

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426 REVISED: June 05, 2023

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022 DATE: September 22, 2022

				27.11.21.00	ciliber 22, 2022			
		APPROX.		UNIT				
NO.	ITEM	QUANTITY	UNIT	PRICE	AMOUNT			
VIR	SUB-SURFACE STORAGE MODULES - ORION STEM SCHOOLS (O	DTIMAL SOLLI	TION)					
VI.D.	ODD-OOK! ACE STORAGE MODDLES - OKION STEM SCHOOLS (O	I TIWAL SOLO	11OII)					
1	Sub-Surface Storage Modules	73	EA. \$	8,250.00	602,250.00			
2	Forebay Sediment Trap w/ Geotextile Filter	4	EA.	9,800.00	39,200.00			
3	Granular Sub-Base (CA-7)	1,300	C.Y.	45.00	58,500.00			
4	Geotextile Filter Fabric	16	S.Y.	25.00	400.00			
5	Granular Backfill (CA-6)	320	C.Y.	40.00	12,800.00			
	Sub-Total Sub-Surface Storage Modules - Orion STEM Schools			-	713,150.00			
VII.A.	PRIVATE PAVEMENT & COMMON WALKWAY IMPROVEMENTS - T	HE PROSPERI	TA TOWNHO	OMES				
4	Demove Evieting Curb & Cutter	06		4.00	394.00			
1	Remove Existing Curb & Gutter	96	L.F. S.Y.	4.00 \$				
2 3	Fine Grading Curb & Gutter Depressed TyB-6.18 w/ 4" Agg. Sub-Base	6,500 96	S.Y.	2.20 40.00	14,300.00 3,840.00			
4	Curb & Gutter Type M3.12 w/ 4" Agg. Sub-Base	4,000	L.F.	30.00	120,000.00			
5	Agg. Base Course Type B, 4" (CA-6)	890	S.Y.	18.00	16,020.00			
6	Agg. Base Course Type B, 12" (CA-6)	5,680	S.Y.	18.00	102,240.00			
7	Prime Coat	1,700	GAL	3.00	5,100.00			
8	HMA Binder Course (2.5")		TONS	90.00	73,800.00			
9	HMA Surface Course (2.5")		TONS	100.00	49,000.00			
10	Detectable Warning Strip	20	EA.	400.00	8,000.00			
11	Private Parking Curb & Gutter TyB-6.12 w/ 4" Agg. Sub-Base	320	L.F.		11,200.00			
12	Private Parking Base Course TyB (CA-6) 8"	250	S.Y.	35.00	,			
	, , ,	75		14.00	3,500.00			
13	Private Parking Prime Coat		TONS	2.00	150.00			
14 15	Private Parking HMA Surface Course (1.5")		TONS	90.00	1,980.00			
	Private Parking HMA Surface Course (1")			100.00	1,500.00			
16	Private Parking Lot Striping	140	L.F.	3.00	420.00			
17	Common Walkway Pavements**	9,000	S.F.	8.00	72,000.00			
	** Does not include individual unit walkways							
	Sub-Total Private Pavement & Common Walkway Improvements - 7	The Prosperita	Townhomes	5	483,434.00			
VII.B.	PRIVATE PAVEMENT & COMMON WALKWAY IMPROVEMENTS - C	RION STEM S	CHOOLS					
1	Curb & Gutter Type B-6.12 w/ 4" Agg. Sub-Base	2,450		35.00				
2	Fine Grading of Sub-Grade	4,750	S.Y.	2.20	10,450.00			
3	Driveway Pavement Agg. Base Course TyB (CA-6) 12" Thick	2,590	S.Y.	18.00	46,620.00			
4	Parking Lot Pavement Base Course, Agg. TyB (CA-6) 8" Thick	1,430	S.Y.	14.00	20,020.00			
5	Bus Drop Off Pavement Base Course Agg. TyB (CA-6) 12"	460	S.Y.	18.00	8,280.00			
6	Prime Coat	1,350		3.00	4,050.00			
7	HMA Binder Course (2.5")		TONS	90.00	58,050.00			
8	HMA Surface Course (1.5")		TONS	100.00	26,500.00			
9	HMA Surface Course (1")		TONS	100.00	82,500.00			
10	Private Walkway Pavement w/ 4" Agg. Sub-Base	5,640	S.F.	8.00	45,120.00			
11	Detectable Warning Strip	4	EA.	400.00	1,600.00			
12	Parking Lot Striping	1,050	L.F.	1.50	1,575.00			
13	Parking Lot Letters & Symbols	80	S.F.	3.00	240.00			
14	Parking Lot & Driveway Signage	12	EA.	450.00	5,400.00			
	Sub-Total Private Pavement & Common Walkway Improvements - Orion STEM Schools							

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426 REVISED: June 05, 2023

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022

DATE: September 22, 2022

		APPROX.		UNIT	
NO.	ITEM	QUANTITY	UNIT	PRICE	AMOUNT
VIII.A.	WEST ST. ENTRANCE PRIVATE STREET PAVEMENT IMPROVEMENTS	<u>s</u>			
	(TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	SCHOOLS)		
1	Curb & Gutter Type B-6.12 w/ 4" Agg. Sub-Base	1,100	L.F.	35.00 \$	38,500.00
2	Fine Grading of Sub-Base	1,850	S.Y.	2.20	4,070.00
3	Agg. Base Course TyB (CA-6) 12" Thick	1,470	S.Y.	18.00	26,460.00
4	Prime Coat	450	GAL	3.00	1,350.00
5	HMA Binder Course (2.5")		TONS	90.00	19,350.00
6	HMA Surface Course (1.5")		TONS	100.00	13,000.00
8	Walkway Pavement w/ 4" Agg. Sub-Base	4,500	S.F.	8.00	36,000.00
9	Detectable Warning Strip	7	EA.	400.00	2,800.00
10	Striping & Signage	1	L.S.	2,200.00	2,200.00
	Sub-Total West St. Entrance Private Street Pavement Improvements			\$	143,730.00
	·				
VIII.B.	MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMEN				
	(TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	SCHOOLS)		
1	Curb & Gutter Removal	380	L.F.	4.00 \$	1,520.00
2	Earth Excavation	220	C.Y.	10.00	2,200.00
3	Agg. Base (CA-6) 4" Thick	430	S.Y.	5.00	2,150.00
4	P.C.C. Curb & Gutter TyB-6-18	410	L.F.	34.00	13,940.00
5	HMA Asphalt Base Course (10")	340	S.Y.	50.00	17,000.00
6	Tack Coat	40	GAL	4.00	160.00
7	HMA Binder Course I190N56 (2")		TONS	95.00	3,800.00
8	HMA Surface Course MilDN56 (2")		TONS	100.00	4,000.00
9	Signage	2	EA.	700.00	1,400.00
10	Letter & Symbols	34	SF	4.00	136.00
11	Traffic Control & Protection	1	L.S.	5,200.00	5,200.00
12	Striping & Signage	180	LF	3.50	630.00
13	P.C.C. Island (6")	56	S.Y.	10.00	560.00
	Sub-Total Mill St. RI / RO Driveway & Turn Lane Pavement Improvement	nts		\$	52,696.00
IX.	PERIMETER DRIVEWAY APRON, PUBLIC SIDEWALK STRIPING & SIG	NAGE,			
	AND MULTI-USE TRAIL IMPROVEMENTS				
1	Sawcut & Remove Existing Curb & Gutter	200	L.F.	6.00 \$	1,200.00
2	Fine Grading of Sub-Grade	260	S.Y.	2.20	572.00
3	Curb & Gutter Type B-6.12	260	L.F.	260.00	67,600.00
4	Public Sidewalk, 8" Thick	400	S.F.	12.00	4,800.00
5	P.C.C. Driveway Apron, 8" w/ 4" Agg. Sub-Base	1,020	S.F.	12.00	12,240.00
6	Cross-Walk Striping	150	L.F.	3.00	450.00
7	Detectable Warning Strips	4	EA.	400.00	1,600.00
8	Signage	2	EA.	800.00	1,600.00
9	Public Sidewalk, 5' Wide	9,200	S.F.	9.00	82,800.00
10	Multi-Use Trail Pavement	5,800	S.F.	14.00	81,200.00
	Sub-Total Perimeter Driveway Apron, Public Sidewalk Striping & Signa				254,062.00

and Multi-Use Trail Improvements

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

REVISED: June 05, 2023 JOB NO.: 904.426

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022

DATE: September 22, 2022

		APPROX.		UNIT		
NO.	ITEM	QUANTITY	UNIT	PRICE		AMOUNT
ΥΔ	PRIVATE STREET LIGHTING IMPROVEMENTS - THE PROSPERITA	TOWNHOMES				
1	Single Davit Arm Street Light LED on Pole, 23' MH	12	EA.	14,000.00	\$	168,000.00
2	SCH 40 HDPE Conduit w/ Conductors	1,600	L.F.	6.00		9,600.00
3	Controller Cabinet & Panel	1	EA.	8,000.00		8,000.00
	Sub-Total Private Street Lighting Improvements - The Prosperita T	ownhomes		<u>-</u> ;	\$	185,600.00
X.B.	PRIVATE STREET & SITE LIGHTING IMPROVEMENTS - ORION ST	EM SCHOOLS				
1	Dual Davit Arm Street Light LED on Pole, 23' MH	4	EA.	18,000.00	\$	72,000.00
2	Single Davit Arm Street Light LED on Pole, 23' MH	2	EA.	14,000.00		28,000.00
3	SCH 40 HDPE Conduit w/ Conductors	600	L.F.	6.00		3,600.00
4	Electric Circuit in School Panel	1	EA.	4,000.00		4,000.00
	Sub-Total Private Street & Site Lighting Improvements - Orion STE	M Schools		-;	\$	107,600.00
x.c.	PRIVATE STREET LIGHTING LED IMPROVEMENTS - MAIN ENTRA	NCE DRIVEWA	<u>Y</u>			
1	Davit Arm Street Light LED on Pole, 23' MH	4	EA.	14,000.00	\$	56,000.00
2	SCH 40 HDPE Conduit w/ Conductors	330	L.F.	6.00		1,980.00
	Sub-Total Private Street Lighting LED Improvements - Main Entrar	nce Driveway		- ;	\$	57,980.00
X.D.	PUBLIC STREET LIGHTING LED IMPROVEMENTS (OFF-SITE)					
1	Single Davit Arm Street Light LED on Pole, 30' MH	10	EA.	20,000.00	\$	200,000.00
2	SCH 40 HDPE Conduit w/ Conductors	1,600	L.F.	6.00	•	9,600.00
3	Existing Davit Arm Street Light LED on Pole to be removed and mounted on new Pedestal	1	EA.	8,000.00		8,000.00
	Sub-Total Public Street Lighting LED Improvements (Off-Site)			- ;	\$	217,600.00
	SUMMARY					
	THE PROSPERITA TOWNHOMES					
II.A. III.A.	SANITARY SEWER MAIN & SERVICE IMPROVEMENTS			,	\$	18,260.00 180,580.00 331,470.00
IV.A.	WATERMAIN & WATER SERVICE IMPROVEMENTS (LESS OVERS	IZING REBATE)			404,510.00
	STORM SEWER & DRAINAGE IMPROVEMENTS					336,420.00
	SUB-SURFACE STORAGE MODULES					997,900.00
	PRIVATE PAVEMENT IMPROVEMENTS & COMMON WALKWAY IM PRIVATE STREET LIGHTING IMPROVEMENTS	IPROVEMENTS				483,434.00 185,600.00
	SUB-TOTAL THE PROSPERITA TOWNHOMES			-	\$	2,938,174.00

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426

REVISED: June 05, 2023 **REVISED: May 10, 2023** REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022 DATE: September 22, 2022

			•	•
		APPROX.	UNIT	
NO.	ITEM	QUANTITY UNIT	PRICE	AMOUNT
	ORION STEM SCHOOLS			
I.B.	SWPP PLAN IMPLEMENTATION			12,320.00
II.B.	EARTHWORK & GRADING IMPROVEMENTS			174,030.00
III.B.	SANITARY SEWER MAIN & SERVICE IMPROVEMENTS			27,480.00
IV.B.	WATERMAIN & WATER SERVICE IMPROVEMENTS (LESS OVE	RSIZING REBATE)		61,530.00
V.B.	STORM SEWER & DRAINAGE IMPROVEMENTS			156,900.00
VI.B.	SUB-SURFACE STORAGE MODULES			713,150.00
VII.B.	PRIVATE PAVEMENT IMPROVEMENTS & COMMON WALKWAY	IMPROVEMENTS		396,155.00
X.B.	PRIVATE STREET & SITE LIGHTING IMPROVEMENTS			107,600.00
	SUB-TOTAL ORION STEM SCHOOLS		\$	1,649,165.00
	LANDSCAPING FOR THE PROSPERITA & ORION STEM SCHOOL	OLS (BY SCHOPPE DESIGN	ASSOCIATES, INC.)	
	(See attached)			
	TOTAL ESTIMATE OF PROBABLE ROW LANDSCAPE CO	NSTRUCTION COSTS	\$	63,452.40
	SHARED IMPROVEMENTS			
VIII.A.	WEST ST. ENTRANCE PRIVATE STREET PAVEMENT IMPROVE	MENTS	\$	143,730.00
VIII.B.	MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPRO	VEMENTS	\$	52,696.00
IX.	PERIMETER DRIVEWAY APRON, PUBLIC SIDEWALK STRIPING	& SIGNAGE & MULTI-USE	TRAIL	254,062.00
X.C.	PRIVATE STREET LIGHTING LED IMPROVEMENTS - MAIN ENT	RANCE DRIVEWAY		57,980.00
X.D.	PUBLIC STREET LIGHTING IMPROVEMENTS			217,600.00
	SUB-TOTAL SHARED IMPROVEMENTS			726,068.00
	200-10 IVE SHVIJED HILL VOAFHIELD		Ψ	120,000.00

PROFESSIONAL ENGINEER'S CERTIFICATION

TOTAL IMPROVEMENTS (LESS OVERSIZING REBATE)

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

I, RANDALL W. BUS, A LICENSED PROFESSIONAL ENGINE THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON THE PROPERTY OF THE PROPERTY BY CEMCON, LTD. UNDER MY PERSONAL DIRECTION.

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-00 MY LICENSE EXPIRES ON NOVEMBER 30, 2023

PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937, EXPIRES APRIL 30, 2025

NOTE:

DATED THIS

UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE DESIGN PROFESSIONAL ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

\$ 5,376,859.40

LINOIS, HEREE

OF VRUTTHI, LLC 62-32381

PROFESSIONAL **ENGINEER**

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426 REVISED: June 05, 2023

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022

DATE: September 22, 2022

NO.	ITEM	APPROX. QUANTITY	UNIT		UNIT PRICE	AMOUNT
	11 = 111	<u> </u>	0			7
I.A.	$\underline{ \text{SWPP PLAN IMPLEMENTATION - THE PROSPERITA TOWNHOMES} }$					
1	Stabilized Construction Entrance w/ Maintenance (shared)	0.5	EA.	\$	2,500.00 \$	\$ 1,250.00
2	Silt Fence w/ Maintenance	1250			3.00	3,750.00
3	Inlet or MH Filter Insert	42	EA.		280.00	11,760.00
4	Temporary Concrete Washout Station	1	EA.		1,500.00	1,500.00
	Sub-Total SWPP Plan Implementation - The Prosperita Townhomes				•	\$ 18,260.00
I.B.	SWPP PLAN IMPLEMENTATION - ORION STEM SCHOOLS					
1	Stabilized Construction Entrance w/ Maintenance (shared)	0.5	EA.	\$	2,500.00 \$	\$ 1,250.00
2	Silt Fence w/ Maintenance	950	L.F.		3.00	2,850.00
3	Inlet or MH Filter Insert	24	EA.		280.00	6,720.00
4	Temporary Concrete Washout Station	1	EA.		1,500.00	1,500.00
	Sub-Total SWPP Plan Implementation - Orion STEM Schools				\$	\$ 12,320.00
II.A.	EARTHWORK & GRADING IMPROVEMENTS - THE PROSPERITA TOV	<u>VNHOMES</u>				
1	Clearing & Grubbing	1	L.S.	\$	4,500.00 \$	\$ 4,500.00
2	Earth Excavation - Topsoil (Stockpile)	12,100	C.Y		4.80	58,080.00
3	Earth Excavation- Clay (to Building Pads)	3,800	C.Y		6.00	22,800.00
4 5	Earth Excavation - Storage Modules (to Pads) Topsoil Placement & Fine Grading (Modules)	11,200 1,600	C.Y.		7.50 7.00	84,000.00 11,200.00
5	Topson Flacement & Fine Graung (Modules)	1,000	C. 1.		7.00	11,200.00
	Sub-Total Earthwork & Grading Improvements - The Prosperita Town	nhomes			\$	\$ 180,580.00
II.B.	EARTHWORK & GRADING IMPROVEMENTS - ORION STEM SCHOOL	. <u>s</u>				
1	Clearing & Grubbing	1	L.S.	\$	3,800.00 \$	\$ 3,800.00
2	Earth Excavation - Topsoil (Stockpile)	8,600	C.Y		4.80	41,280.00
3	Earth Excavation- Clay (to Building Pads)	4,600	C.Y		6.00	27,600.00
4	Earth Excavation - Storage Modules (to Pads)	10,900	C.Y.		7.50	81,750.00
5	Topsoil Placement & Fine Grading (Modules & Open Space)	2,800	C.Y.		7.00	19,600.00
	Sub-Total Earthwork & Grading - Orion STEM Schools				\$	\$ 174,030.00
III.A.	SANITARY SEWER MAIN & SERVICE IMPROVEMENTS - THE PROSP	ERITA TOWN	НОМЕ	: <u>s</u>		
1	Drop MH Connection to Existing MH	1	EA.	\$	3,800.00 \$	\$ 3,800.00
2	Sanitary MH 4' Dia. TyA w/ Ty1 FR & SS Lid	12	EA.		5,600.00	67,200.00
3	Sanitary Sewer Main, 8" SDR 26	1,755	L.F.		34.00	59,670.00
4	Sanitary Sewer Service, 6" SDR 26	1,900	L.F.		28.00	53,200.00
5	Trench Backfill (CA-6)	3,280	C.Y.		45.00	147,600.00
	Sub-Total Sanitary Sewer Main & Service Improvements - The Prospe	erita Townho	mes		* -	\$ 331,470.00

^{*} Some of these costs could be allocated to school site

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426 REVISED: June 05, 2023

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APPROX. UNIT

			PPROX.			UNIT		
NO.	ITEM		UANTITY	UNIT		PRICE		AMOUNT
III.B.	SANITARY SEWER MAIN & SERVICE IMPROVEMENTS - ORION	STEM SC	HOOLS					
1	Sanitary MH 4' Dia. TyA w/ Ty1 FR & SS Lid		1	EA.	\$	5,600.00	\$	5,600.00
2	Inspection MH 4' Dia. TyA w/ Ty1 FR & SS Lid		1	EA.		5,600.00		5,600.00
3	Grease Interceptor w/ Dual Access Port & FR & Lid		1	EA.		9,000.00		9,000.00
4	Sanitary Sewer Service, 8" SDR 26		95	L.F.		34.00		3,230.00
5	Trench Backfill (CA-6)		90	C.Y.		45.00		4,050.00
	Sub-Total Sanitary Sewer & Service Improvements - Orion STEI	M Schools	;				\$	27,480.00
IV.A.	WATERMAIN & WATER SERVICE IMPROVEMENTS - THE PROS	PERITA T	OWNHO	<u>MES</u>				
1	DIWM, 16" CL 52 w/ Polyethylene Encasement**		600	L.F.	\$	94.00	\$	56,400.00
2	DIWM, 8" CL 52 w/ Polyethylene Encasement		1.595	L.F.	•	48.00	•	76,560.00
3	12" x 8" Tapping Valve & Sleeve in Vault 5' Dia. w/ STD FR & Lid		2	EA.		6,800.00		13,600.00
4	Auger Section w/ Casing		60	L.F.		110.00		6,600.00
5	8" Valve & Vault, 4' Dia w/ STD FR & Lid		11	EA.		5,400.00		59,400.00
6	16" Valve & Vault, 5' Dia w/ STD FR & Lid**		4	EA.		8,700.00		34,800.00
7	Fire Hydrant w/ Aux Valve		12	EA.		4,800.00		57,600.00
8	1.5" Copper TyK Water Service w/ B-Box		1,450	L.F.		28.00		40,600.00
9	Trench Backfill (CA-6)		2,200	C.Y.		45.00		99,000.00
10	Parkway Restoration (West Street)		25	S.Y.		30.00		750.00
11	Oversizing Rebate** (see below)							(40,800.00)
	. 600 LF 16" DIWM @ \$94/LF less 8" DIWM @ \$48/LF = 600 LF x \$46/LF =		\$27,600.00					
b	. 4x 16" V&V @ \$8,700/EA less 8" V&V @ \$5,400/EA = 4x \$3,300 =	_	\$13,200.00					
	Subtotal On-Site Watermain & Water Service Improvements - Th		\$40,800.00 rita Towr	homes	ı	*	\$	404,510.00
	* Some of these costs could be allocated to school site	по г гооро					•	404,010.00
	** Oversizing from 8" to 16"							
IV.B.	WATERMAIN & WATER SERVICE IMPROVEMENTS - ORION ST	EM SCHO	<u>OLS</u>					
1	DIWM, 16" CL 52 w/ Polyethylene Encasement		400	L.F.	\$	94.00	\$	37,600.00
2	16" X 12" Cut-In Tee & Valve in Vault, 6' Dia. w/ STD FR & Lid**		1	EA.		9,300.00		9,300.00
3	16" Valve & Vault, 5' Dia w/ STD FR & Lid**		3	EA.		8,700.00		26,100.00
4	DI Water Service, 6" CL 52 w/ Polyethylene Encasement		70	L.F.		44.00		3,080.00
5	6" Valve & B-Box		1	EA.		1,600.00		1,600.00
6	Trench Backfill (CA-6)		30	C.Y.		45.00		1,350.00

1	DIWM, 16" CL 52 w/ Polyethylene Encasement	400	L.F.	\$ 94.00 \$	37,600.00
2	16" X 12" Cut-In Tee & Valve in Vault, 6' Dia. w/ STD FR & Lid**	1	EA.	9,300.00	9,300.00
3	16" Valve & Vault, 5' Dia w/ STD FR & Lid**	3	EA.	8,700.00	26,100.00
4	DI Water Service, 6" CL 52 w/ Polyethylene Encasement	70	L.F.	44.00	3,080.00
5	6" Valve & B-Box	1	EA.	1,600.00	1,600.00
6	Trench Backfill (CA-6)	30	C.Y.	45.00	1,350.00
7	Fire Hydrant w/ Aux Valve	1	EA.	4,800.00	4,800.00
8	12" Insertion Valve & Vault, 5' Dia.	1	EA.	9,000.00	9,000.00
9	Oversizing Rebate** (see below)				(31,300.00)
	a. 400 LF 16" DIWM @ \$94/LF less 8" DIWM @ \$48/LF = 400 LF x \$46 =	\$18,400.00			
	b. 4x 16" V&V @ \$8,700/EA less 8" V&V @ \$5,400/EA = 4x \$3,300 =	\$9,900.00			
	c. 1x 16" Cut-In Tee & 16" V&V @ \$9,300/EA less 8" Cut-In Tee 8" V&V @ \$5,800/EA = 1x \$3,500	\$3,500.00			
	To	otal: \$31.300.00			

Subtotal On-Site Watermain & Water Service Improvements - Orion STEM Schools

61,530.00

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426 REVISED: June 05, 2023

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022

DATE: September 22, 2022

		4.000 OV			LINUT	
NO.	ITEM	APPROX. QUANTITY	UNIT		UNIT PRICE	AMOUNT
	TEM	20/11/11/1	0			711100111
V.A.	STORM SEWER & DRAINAGE IMPROVEMENTS - THE PROSPERITA	A TOWNHOMES	OPT	IMAL	COMBINATION)	
1	Storm Sewer, RCP Ty2, 12"	995	L.F.	\$	28.00 \$	27,860.00
2	Storm Sewer, RCP Ty2, 15"	390	L.F.	•	34.00	13,260.00
3	Storm Sewer, RCP Ty2, 18"	30	L.F.		38.00	1,140.00
4	Energy Equalizer Pipe, RCP Ty2, 24"	195	L.F.		48.00	9,360.00
5	Storm MH TyA, 4' Dia. w/ Ty1 FR & OL	20	EA.		4,200.00	84,000.00
6	Storm MH TyA, 5' Dia. w/ Ty1 FR & OL	2	EA.		4,700.00	9,400.00
7	Inlet TyA 2' Dia. w/ Ty1 FR & OL	4	EA.		2,400.00	9,600.00
8	Inlet TyA 2' Dia. w/ R-3501P FR & GR	13	EA.		2,600.00	33,800.00
9	Catch Basin TyA, 5' Dia. w/ Ty1 FR & OL	4	EA.		4,700.00	18,800.00
10	Connect to Existing MH	1	EA.		800.00	800.00
11	Trench Backfill (CA-6)	1,200	C.Y.		45.00	54,000.00
12	Special Catch Basin / Debris Trap, 5' Dia. w/ Ty1 FR & CL	8	EA.		7,200.00	57,600.00
13	Control Structure #1 Catch Basin 5' Dia. w/ 2.75" Orifice Restrictor, Weir & Vortex Valve	1	EA.		11,400.00	11,400.00
14	Control Structure Catch Basin 4' Dia. w/ Weir	1	EA.		5,400.00	5,400.00
	Sub-Total Storm Sewer & Drainage Improvements - The Prosperita	Townhomes				336,420.00
					•	•
V.B.	STORM SEWER & DRAINAGE IMPROVEMENTS - ORION STEM SCI	HOOLS				
1	Storm Sewer, RCP Ty2, 12"	535	L.F.	\$	20.00 \$	10,700.00
2	Storm Sewer, RCP Ty2, 15"	320	L.F.		34.00	10,880.00
3	Storm Sewer, RCP Ty2, 18"	240	L.F.		40.00	9,600.00
4	Energy Equalizer Pipe 24" RCP Ty2	390	L.F.		48.00	18,720.00
5	Inlet TyA 2' Dia. w/ Ty1 FR & OL	5	EA.		2,400.00	12,000.00
6	Inlet TyA 2' Dia. w/ Ty R-3501P FR & GR	7	EA.		2,600.00	18,200.00
7	Storm MH TyA, 4' Dia. w/ Ty1 FR & OL	5	EA.		4,200.00	21,000.00
8	Special Catch Basin / Debris Trap, 5' Dia. w/ Ty1 FR & CL	4	EA.		7,200.00	28,800.00
9	Storm MH, 5' Dia. w/ Ty1 FR & OL	2	EA.		4,700.00	9,400.00
10 11	Trench Backfill (CA-6) Connect to Module	380 1	C.Y. EA.		45.00 500.00	17,100.00 500.00
			LA.			
	Sub-Total Storm Sewer & Drainage Improvements - Orion STEM Sc	hools			\$	156,900.00
\/I A	CHE CHEACE STORAGE MODILI ES. THE DECEDENTA TOMANIA	OMES (ODTIMA	LCOM	ADIN'	ATION)	
VI.A.	SUB-SURFACE STORAGE MODULES - THE PROSPERITA TOWNHO	JIVIL'S (UP I IIVIA	L CON	IIIII.	ATION)	
1	Sub-Surface Storage Modules w/ Infiltration Holes	206	EA.	\$	8,250.00 \$	1,699,500.00
2	Forebay Sediment Trap w/ Geotextile Filter	6	EA.		9,800.00	58,800.00
3	Granular Sub-Base (CA-7)	2,930	C.Y.		45.00	131,850.00
4	Geotextile Filter Fabric	24	S.Y.		25.00	600.00
5	Granular Backfill (CA-6)	400	C.Y.		40.00	16,000.00
	Sub-Total Sub-Surface Storage Modules - The Prosperita Townhon	nes			\$	1,906,750.00

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426 REVISED: June 05, 2023

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022 DATE: September 22, 2022

		APPROX.		UNIT	
NO.	ITEM	QUANTITY	UNIT	PRICE	AMOUNT
VI.B.	SUB-SURFACE STORAGE MODULES - ORION STEM SCHOOLS (O	PTIMAL SOLU	TION)		
1	Sub-Surface Storage Modules	154	EA. \$	8,250.00 \$	1,270,500.00
2	Forebay Sediment Trap w/ Geotextile Filter	4	EA.	9,800.00	39,200.00
3	Granular Sub-Base (CA-7)	2,190		45.00	98,550.00
4	Geotextile Filter Fabric	16		25.00	400.00
5	Granular Backfill (CA-6)	320	C.Y.	40.00	12,800.00
	Sub-Total Sub-Surface Storage Modules - Orion STEM Schools			\$	1,421,450.00
VII.A.	PRIVATE PAVEMENT & COMMON WALKWAY IMPROVEMENTS - TH	HE PROSPERI	TA TOWNHOM	IES	
					
1	Remove Existing Curb & Gutter	96	L.F.	4.00 \$	384.00
2	Fine Grading	6,500	S.Y.	2.20	14,300.00
3	Curb & Gutter Depressed TyB-6.18 w/ 4" Agg. Sub-Base	96	S.Y.	40.00	3,840.00
4	Curb & Gutter Type M3.12 w/ 4" Agg. Sub-Base	4,000	L.F.	30.00	120,000.00
5	Agg. Base Course Type B, 4" (CA-6)	890	S.Y.	18.00	16,020.00
6	Agg. Base Course Type B, 12" (CA-6)	5,680	S.Y.	18.00	102,240.00
7	Prime Coat	1,700	GAL	3.00	5,100.00
8	HMA Binder Course (2.5")	820	TONS	90.00	73,800.00
9	HMA Surface Course (1.5")	490	TONS	100.00	49,000.00
10	Detectable Warning Strip	20		400.00	8,000.00
11	Private Parking Curb & Gutter TyB-6.12 w/ 4" Agg. Sub-Base	320		35.00	11,200.00
12	Private Parking Base Course TyB (CA-6) 8"	250		14.00	3,500.00
13	Private Parking Prime Coat	75	GAL	2.00	150.00
14	Private Parking HMA Binder Course (1.5")		TONS	90.00	1,980.00
15	Private Parking HMA Surface Course (1")		TONS	100.00	1,500.00
16	Private Parking Lot Striping	140		3.00	420.00
17	Common Walkway Pavements**		S.F.	8.00	72,000.00
	** Does not include individual unit walkways				
	Sub Tatal Drivate Devement & Common Wellower Improvements - 7	'ha Draamarita	Toumhamaa	\$	492 424 00
	Sub-Total Private Pavement & Common Walkway Improvements - 1	ne Prospenia	rownnomes	Ф	483,434.00
VII.B.	PRIVATE PAVEMENT & COMMON WALKWAY IMPROVEMENTS - O	RION STEM SO	CHOOLS		
1	Curb & Gutter Type B-6.12 w/ 4" Agg. Sub-Base	2,450	L.F.	35.00 \$	85,750.00
2	Fine Grading of Sub-Grade	4,750		2.20	10,450.00
3	Driveway Pavement Agg. Base Course TyB (CA-6) 12" Thick	2,590		18.00	46,620.00
4	Parking Lot Pavement Base Course, Agg. TyB (CA-6) 8" Thick	1,430		14.00	20,020.00
5	Bus Drop Off Pavement Base Course Agg. TyB (CA-6) 12"	460		18.00	8,280.00
6	Prime Coat	1,350		3.00	4,050.00
7	HMA Binder Course (2.5")		TONS	90.00	58,050.00
8	HMA Surface Course (1.5")		TONS	100.00	26,500.00
9	HMA Surface Course (1")		TONS	100.00	82,500.00
10	Private Walkway Pavement w/ 4" Agg. Sub-Base	5,640		8.00	45,120.00
11	Detectable Warning Strip	3,040		400.00	1,600.00
12	Parking Lot Striping	1,050		1.50	1,575.00
13	Parking Lot Letters & Symbols	80		3.00	240.00
14	Parking Lot & Driveway Signage	12		450.00	5,400.00
	Sub-Total Private Pavement & Common Walkway Improvements - C	Orion STEM So	hools	\$	396,155.00

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426 REVISED: June 05, 2023

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022

DATE: September 22, 2022

1 2 3 4 5 6 8 9 10	WEST ST. ENTRANCE PRIVATE STREET PAVEMENT IMPROVEMENTS (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM STEM STEM STEM STEM STEM STEM STEM	1,100 1,850 1,470 450 215 130 4,500 7 1	L.F. S.Y. S.Y. GAL TONS TONS S.F. EA. L.S.	35.00 2.20 18.00 3.00 90.00 100.00 8.00 400.00 2,200.00	\$ 38,500.00 4,070.00 26,460.00 1,350.00 13,000.00 2,800.00 2,200.00
1 2 3 4 5 6 8 9	Curb & Gutter Type B-6.12 w/ 4" Agg. Sub-Base Fine Grading of Sub-Base Agg. Base Course TyB (CA-6) 12" Thick Prime Coat HMA Binder Course (2.5") HMA Surface Course (1.5") Walkway Pavement w/ 4" Agg. Sub-Base Detectable Warning Strip Striping & Signage Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM)	1,100 1,850 1,470 450 215 130 4,500 7 1	L.F. S.Y. S.Y. GAL TONS TONS S.F. EA. L.S.	2.20 18.00 3.00 90.00 100.00 8.00 400.00 2,200.00	4,070.00 26,460.00 1,350.00 19,350.00 13,000.00 36,000.00 2,800.00 2,200.00
1 2 3 4 5 6 8 9 10	Curb & Gutter Type B-6.12 w/ 4" Agg. Sub-Base Fine Grading of Sub-Base Agg. Base Course TyB (CA-6) 12" Thick Prime Coat HMA Binder Course (2.5") HMA Surface Course (1.5") Walkway Pavement w/ 4" Agg. Sub-Base Detectable Warning Strip Striping & Signage Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM)	1,100 1,850 1,470 450 215 130 4,500 7 1	L.F. S.Y. S.Y. GAL TONS TONS S.F. EA. L.S.	2.20 18.00 3.00 90.00 100.00 8.00 400.00 2,200.00	4,070.00 26,460.00 1,350.00 19,350.00 13,000.00 36,000.00 2,800.00 2,200.00
2 3 4 5 6 8 9 10	Fine Grading of Sub-Base Agg. Base Course TyB (CA-6) 12" Thick Prime Coat HMA Binder Course (2.5") HMA Surface Course (1.5") Walkway Pavement w/ 4" Agg. Sub-Base Detectable Warning Strip Striping & Signage Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM)	1,850 1,470 450 215 130 4,500 7 1	S.Y. S.Y. GAL TONS TONS S.F. EA. L.S.	2.20 18.00 3.00 90.00 100.00 8.00 400.00 2,200.00	4,070.00 26,460.00 1,350.00 19,350.00 13,000.00 36,000.00 2,800.00 2,200.00
3 4 5 6 8 9 10	Agg. Base Course TyB (CA-6) 12" Thick Prime Coat HMA Binder Course (2.5") HMA Surface Course (1.5") Walkway Pavement w/ 4" Agg. Sub-Base Detectable Warning Strip Striping & Signage Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM)	1,470 450 215 130 4,500 7 1	S.Y. GAL TONS TONS S.F. EA. L.S.	18.00 3.00 90.00 100.00 8.00 400.00 2,200.00	\$ 26,460.00 1,350.00 19,350.00 13,000.00 36,000.00 2,800.00 2,200.00
4 5 6 8 9 10	Prime Coat HMA Binder Course (2.5") HMA Surface Course (1.5") Walkway Pavement w/ 4" Agg. Sub-Base Detectable Warning Strip Striping & Signage Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM)	450 215 130 4,500 7 1	GAL TONS TONS S.F. EA. L.S.	3.00 90.00 100.00 8.00 400.00 2,200.00	\$ 1,350.00 19,350.00 13,000.00 36,000.00 2,800.00 2,200.00
5 6 8 9 10	HMA Binder Course (2.5") HMA Surface Course (1.5") Walkway Pavement w/ 4" Agg. Sub-Base Detectable Warning Strip Striping & Signage Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM)	215 130 4,500 7 1	TONS TONS S.F. EA. L.S.	90.00 100.00 8.00 400.00 2,200.00	\$ 19,350.00 13,000.00 36,000.00 2,800.00 2,200.00
6 8 9 10	HMA Surface Course (1.5") Walkway Pavement w/ 4" Agg. Sub-Base Detectable Warning Strip Striping & Signage Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	130 4,500 7 1 1 <u>FS</u> SCHOOLS	TONS S.F. EA. L.S.	100.00 8.00 400.00 2,200.00	\$ 13,000.00 36,000.00 2,800.00 2,200.00
8 9 10	Walkway Pavement w/ 4" Agg. Sub-Base Detectable Warning Strip Striping & Signage Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	4,500 7 1 1 <u>FS</u> SCHOOLS	S.F. EA. L.S.	8.00 400.00 2,200.00	\$ 36,000.00 2,800.00 2,200.00
9	Detectable Warning Strip Striping & Signage Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	7 1 <u>rs</u> schools	EA. L.S.	400.00 2,200.00	\$ 2,800.00 2,200.00
10	Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	1 <u>rs</u> schools	L.S.	2,200.00	\$ 2,200.00
	Sub-Total West St. Entrance Private Street Pavement Improvements MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	<u>rs</u> schools		·	\$
VIII.B.	MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	SCHOOLS)	-	\$ 143,730.00
VIII.B.	MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENT (TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	SCHOOLS)		
VIII.B.	(TO BE SHARED BY THE PROSPERITA TOWNHOMES & ORION STEM	SCHOOLS)		
	•	·)		
1	Curb & Gutter Removal	380	L.F.	4.00	\$ 1,520.00
2	Earth Excavation	220	C.Y.	10.00	2,200.00
3	Agg. Base (CA-6) 4" Thick	430	S.Y.	5.00	2,150.00
4	P.C.C. Curb & Gutter TyB-6-18	410	L.F.	34.00	13,940.00
5	HMA Asphalt Base Course (10")	340	S.Y.	50.00	17,000.00
6	Tack Coat	40	GAL	4.00	160.00
7	HMA Binder Course I190N56 (2")		TONS	95.00	3,800.00
8	HMA Surface Course MilDN56 (2")		TONS	100.00	4,000.00
9	Signage	2	EA.	700.00	1,400.00
10	Letter & Symbols	34	SF	4.00	136.00
11	Traffic Control & Protection	1	L.S.	5,200.00	5,200.00
12	Striping & Signage	180	LF	3.50	630.00
13	P.C.C. Island (6")	56	S.Y.	10.00	560.00
	Sub-Total Mill St. RI / RO Driveway & Turn Lane Pavement Improvement	ts		-	\$ 52,696.00
IX.	PERIMETER DRIVEWAY APRON, PUBLIC SIDEWALK STRIPING & SIGN	IAGE.			
	AND MULTI-USE TRAIL IMPROVEMENTS				
1	Sawcut & Remove Existing Curb & Gutter	200	L.F.	6.00	\$ 1,200.00
2	Fine Grading of Sub-Grade	260	S.Y.	2.20	572.00
3	Curb & Gutter Type B-6.12	260	L.F.	260.00	67,600.00
4	Public Sidewalk, 8" Thick	400	S.F.	12.00	4,800.00
5	P.C.C. Driveway Apron, 8" w/ 4" Agg. Sub-Base	1,020	S.F.	12.00	12,240.00
6	Cross-Walk Striping	150	L.F.	3.00	450.00
7	Detectable Warning Strips	4	EA.	400.00	1,600.00
8	Signage	2	EA.	800.00	1,600.00
9	Public Sidewalk, 5' Wide	9,200	S.F.	9.00	82,800.00
10	Multi-Use Trail Pavement	5,800	S.F.	14.00	81,200.00
	Sub-Total Perimeter Driveway Apron, Public Sidewalk Striping & Signa	ge		_	\$ 254,062.00

and Multi-Use Trail Improvements

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: REVISED: June 05, 2023 904.426

REVISED: May 10, 2023 REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022

DATE: September 22, 2022

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
X.A.	PRIVATE STREET LIGHTING IMPROVEMENTS - THE PROSPERI	TA TOWNHOMES			
1	Single Davit Arm Street Light LED on Pole, 23' MH	12	EA.	14,000.00	\$ 168,000.00
2	SCH 40 HDPE Conduit w/ Conductors	1,600	L.F.	6.00	9,600.00
3	Controller Cabinet & Panel	1	EA.	8,000.00	8,000.00
	Sub-Total Private Street Lighting Improvements - The Prosperita	Townhomes		-	\$ 185,600.00
X.B.	PRIVATE STREET & SITE LIGHTING IMPROVEMENTS - ORION S	TEM SCHOOLS			
1	Dual Davit Arm Street Light LED on Pole, 23' MH	4	EA.	18,000.00	\$ 72,000.00
2	Single Davit Arm Street Light LED on Pole, 23' MH	2	EA.	14,000.00	28,000.00
3	SCH 40 HDPE Conduit w/ Conductors	600	L.F.	6.00	3,600.00
4	Electric Circuit in School Panel	1	EA.	4,000.00	4,000.00
	Sub-Total Private Street & Site Lighting Improvements - Orion S	TEM Schools		-	\$ 107,600.00
X.C.	PRIVATE STREET LIGHTING LED IMPROVEMENTS - MAIN ENTR	ANCE DRIVEWA	<u>(</u>		
1	Davit Arm Street Light LED on Pole, 23' MH	4	EA.	14,000.00	\$ 56,000.00
2	SCH 40 HDPE Conduit w/ Conductors	330	L.F.	6.00	1,980.00
	Sub-Total Private Street Lighting LED Improvements - Main Entr	ance Driveway		-	\$ 57,980.00
X.D.	PUBLIC STREET LIGHTING LED IMPROVEMENTS (OFF-SITE)				
1	Single Davit Arm Street Light LED on Pole, 30' MH	10	EA.	20,000.00	\$ 200,000.00
2	SCH 40 HDPE Conduit w/ Conductors	1,600	L.F.	6.00	9,600.00
3	Existing Davit Arm Street Light LED on Pole to be removed and mounted on new Pedestal	1	EA.	8,000.00	8,000.00
	Sub-Total Public Street Lighting LED Improvements (Off-Site)			-	\$ 217,600.00
	SUMMARY				
	THE PROSPERITA TOWNHOMES				
I.A.	SWPP PLAN IMPLEMENTATION				\$ 18,260.00
II.A.	EARTHWORK & GRADING IMPROVEMENTS				180,580.00
III.A.	SANITARY SEWER MAIN & SERVICE IMPROVEMENTS				331,470.00
IV.A.	WATERMAIN & WATER SERVICE IMPROVEMENTS (LESS OVER	RSIZING REBATE)			404,510.00
	STORM SEWER & DRAINAGE IMPROVEMENTS				336,420.00
	SUB-SURFACE STORAGE MODULES				1,906,750.00
	PRIVATE PAVEMENT IMPROVEMENTS & COMMON WALKWAY I	MPROVEMENTS			483,434.00
X.A.	PRIVATE STREET LIGHTING IMPROVEMENTS				185,600.00
	SUB-TOTAL THE PROSPERITA TOWNHOMES			_	\$ 3,847,024.00

PROJECT: The Prosperita Townhomes and Orion STEM Schools Project, Naperville

JOB NO.: 904.426

REVISED: June 05, 2023 **REVISED: May 10, 2023** REVISED: April 12, 2023 REVISED: March 8, 2023 REVISED: February 14, 2023 REVISED: December 15, 2022 DATE: September 22, 2022

		APPROX.	UNIT	
NO.	. ITEM	QUANTITY UNIT	PRICE	AMOUNT

			_
OPION	STEM	SCHOOL	9

I.B.	SWPP PLAN IMPLEMENTATION	12,320.00
II.B.	EARTHWORK & GRADING IMPROVEMENTS	174,030.00
III.B.	SANITARY SEWER MAIN & SERVICE IMPROVEMENTS	27,480.00
IV.B.	WATERMAIN & WATER SERVICE IMPROVEMENTS (LESS OVERSIZING REBATE)	61,530.00
V.B.	STORM SEWER & DRAINAGE IMPROVEMENTS	156,900.00
VI.B.	SUB-SURFACE STORAGE MODULES	1,421,450.00
VII.B.	PRIVATE PAVEMENT IMPROVEMENTS & COMMON WALKWAY IMPROVEMENTS	396,155.00
X.B.	PRIVATE STREET & SITE LIGHTING IMPROVEMENTS	107,600.00
	SUB-TOTAL ORION STEM SCHOOLS	\$ 2,357,465.00

LANDSCAPING FOR THE PROSPERITA & ORION STEM SCHOOLS (BY SCHOPPE DESIGN ASSOCIATES, INC.)

(See attached)

TOTAL ESTIMATE OF PROBABLE ROW LANDSCAPE CONSTRUCTION COSTS

SHARED IMPROVEMENTS

VIII.A. WEST ST. ENTRANCE PRIVATE STREET PAVEMENT IMPROVEMENTS	\$ 143,730.00
VIII.B. MILL ST. RI / RO DRIVEWAY & TURN LANE PAVEMENT IMPROVEMENTS	\$ 52,696.00
IX. PERIMETER DRIVEWAY APRON, PUBLIC SIDEWALK STRIPING & SIGNAGE & MULTI-USE TRAIL	254,062.00
X.C. PRIVATE STREET LIGHTING LED IMPROVEMENTS - MAIN ENTRANCE DRIVEWAY	57,980.00
, X.D. PUBLIC STREET LIGHTING IMPROVEMENTS	217,600.00

TOTAL IMPROVEMENTS (LESS OVERSIZING REBATE) \$ 6,994,009.40

PROFESSIONAL

2023 ENGINEER

PROFESSIONAL ENGINEER'S CERTIFICATION

STATE OF ILLINOIS) COUNTY OF DUPAGE)

I, RANDALL W. BUS, A LICENSED PROFESSIONAL ENGINEER OF ILLUMOSS, HEREBY APRILED THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF VRUITHI, LLC REGISTERED

BY CEMCON, LTD. UNDER MY PERSONAL DIRECTION.

SUB-TOTAL SHARED IMPROVEMENTS

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-0032381

MY LICENSE EXPIRES ON NOVEMBER 30, 2023

PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937, EXPIRES APRIL 30, 2025

NOTE:

DATED THIS

UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE DESIGN PROFESSIONAL ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

63,452.40

726,068.00

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

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

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

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

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

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

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

- 1. The foregoing recitals shall be and are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.
- 2. In connection with their construction of the Development, and as part of the OAA, the Developer indicated it will satisfy the obligation under the City of Naperville's (also referenced herein as "City") Ordinances by paying the Park District directly for conveyance to the Park District as set forth in the OAA and as set forth in the terms below.
 - 3. Payment of Park Donations.
 - a. Park Cash Donation. The Developer shall pay to the City for conveyance to the Park District a park cash donation (the "Park Cash Donation") in satisfaction of the requirements under Section 7-3-5 of the City's Municipal Code. The Park Cash Donation shall be payable on a per dwelling unit basis. The Park Cash Donation payable per dwelling unit shall be based on the number of bedrooms in the dwelling unit.
 - If development occurs in 2023, the Park Cash Donation payable for a two-bedroom attached dwelling unit shall be \$8,669.02. The Park Cash Donation payable for a three-bedroom attached dwelling unit shall be \$10,317.72.
 - ii. If development occurs in 2024, the Park Cash Donation payable for a two-bedroom attached dwelling unit shall be \$8,842.40. The Park Cash

- Donation payable for a three-bedroom attached dwelling unit shall be \$ \$10,524.08.
- iii. If development occurs in 2025, the Park Cash Donation payable for a two-bedroom attached dwelling unit shall be \$9,019.24. The Park Cash Donation payable for a three-bedroom attached dwelling unit shall be \$10,734.56.
- iv. If development occurs after 2025, the Cash In Lieu rate for Park Donation fees will increase by 2% per year as stipulated by the Development Agreement. Refer to Exhibit C for the applicable cash donation rate by dwelling unit type for subsequent years.
- b. Park Cash Donation Affidavit. Prior to application for a building permit for each building, Developer shall submit payment to the Park District together with a receipt ("Park Cash Donation Affidavit and Receipt") setting forth the Park Cash Donation due for said building along with the calculation used to determine the amount. The Park Cash Donation Affidavit and Receipt shall be in a form substantially consistent with Exhibit B. The Park District shall review and acknowledge the Park Cash Donation Affidavit and sign the Receipt acknowledging receipt of the payment, or otherwise issue written objections thereto, within five (5) business days of receipt from Developer. The Park District acknowledges that Developer's ability to secure a building permit is dependent on the Park District's acknowledgement of the Park Cash Donation Affidavit and Receipt.
- 4. This Agreement shall be recorded with the DuPage County Recorder of Deeds.

5.	This Agreement shall be binding upon the parties hereto and their successors and						
	assigns.						
6.	In the event of a default by any party hereunder, the non-defaulting party shall be						
	entitled to seek all remedies available at law or in equity including, without limitation,						
	the specific performance of such defaulted obligation. All costs and expenses including						
	but not limited to court costs and reasonable attorneys' fees incurred by the non-						
	defaulting party as a result of the default or the defaulting party shall be paid by the						
	defaulting party.						
7.							
	on the Developer's acquisition of the Property and development of the Development.						
	on the 2 of eleptic and processing and the process of the 2 of elepticals.						
IN WITN	ESS WHEREOF, the parties have hereunto set their hands and seal this day of						
	, 2023.						
	NAPERVILLE PARK DISTRICT						
	D						
	By:						
	Its:						
	VRUTTHI, LLC						

Its: _____

EXHIBIT A

Development Agreement

EXHIBIT B Park Cash Donation Affidavit and Receipt

Calendar Year 2023

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

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

donation established herein shall not be paid un	nder protest.				
Upon its oath, DEVELOPER deposes and states that in accordance with the construction of the ownhome building located at (Property Address) Naperville, IL, Developer attests that it is building the following units and shall therefore pay the following cash donation to the Naperville Park District to satisfy the terms of the Park Agreement:					
Number of 2-bedroom units at	\$8,669.02/unit				
Number of 3-bedroom units at	\$10,317.72/unit				
Total Fees Due:					
DEVELOPER has paid the Park District the adonation requirement. DEVELOPER will DEVELOPER'S building permit application found the payment schedule reflected herein have	OPER, the PARK DISTRICT acknowledges that amount indicated on this Receipt and satisfied the submit this signed Receipt to the City with for each townhome building. The payment amounts been negotiated by and between the DEVELOPER nowledges that the park donation established herein				
Park District Signature below represents the Papaid in full.	rk District fees due for the above address have been				
NAPERVILLE PARK DISTRICT:	DEVELOPER:				
By:	By:				
Its:	Its:				

EXHIBIT B Park Cash Donation Affidavit and Receipt Calendar Year 2024

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

The payment amounts and the payment schedule reflected herein have been negotiated by and

donation established herein shall not be paid	ISTRICT. DEVELOPER acknowledges that the park under protest.
townhome building located at (Prope	states that in accordance with the construction of the rty Address) Naperville, IL, Developer attests that it fore pay the following cash donation to the Naperville Agreement:
Number of 2-bedroom units	at \$8,842.40/unit
Number of 3-bedroom units	at \$10,524.08/unit
Total Fees Due:	
DEVELOPER has paid the Park District the donation requirement. DEVELOPER will DEVELOPER'S building permit application and the payment schedule reflected herein has and the PARK DISTRICT. DEVELOPER as shall not be paid under protest.	ELOPER, the PARK DISTRICT acknowledges that e amount indicated on this Receipt and satisfied the last submit this signed Receipt to the City with a for each townhome building. The payment amounts we been negotiated by and between the DEVELOPER eknowledges that the park donation established herein
paid in full.	Park District fees due for the above address have been
NAPERVILLE PARK DISTRICT:	DEVELOPER:
By:	By:
Its:	Its:

EXHIBIT B Park Cash Donation Receipt Calendar Year 2025 or after

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

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

donation established herein shall not be paid	d under protest.
townhome building located at (Prope	states that in accordance with the construction of the erty Address) Naperville, IL, Developer attests that it efore pay the following cash donation to the Naperville Agreement:
Number of 2-bedroom units	at \$9,019.24/unit
Number of 3-bedroom units	at \$10,734.56/unit
Total Fees Due:	
DEVELOPER has paid the Park District the donation requirement. DEVELOPER will DEVELOPER'S building permit application and the payment schedule reflected herein has	ELOPER, the PARK DISTRICT acknowledges that ne amount indicated on this Receipt and satisfied the ll submit this signed Receipt to the City with n for each townhome building. The payment amounts ave been negotiated by and between the DEVELOPER cknowledges that the park donation established herein
Park District Signature below represents the paid in full.	Park District fees due for the above address have been
NAPERVILLE PARK DISTRICT:	DEVELOPER:
By:	By:
Its:	Its:

EXHIBIT C

Land Cash Donation Amount via Development Agreement Interest

Year	Two-Bedroom Attached Dwelling Unit Amount	Three-Bedroom Attached Dwelling Unit Amount	
2023	\$8,669.02	\$10,317.72	
2024	\$8,842.40	12.40 \$10,524.08	
2025	\$9,019.24	\$10,734.56	
2026	\$9,199.63	\$10,949.25	
2027	\$9,383.62	\$11,168.24	
2028	\$9,571.29	\$11,391.60	
2029	\$9,762.72	\$11,619.43	
2030	\$9,957.97	\$11,851.82	
2031	\$10,157.13	\$12,088.86	
2032	\$10,360.28	\$12,330.64	
2033	\$10,567.48	\$12,577.25	
2034	\$10,778.83	\$12,828.79	
2035	\$10,994.41	\$13,085.37	
2036	\$11,214.30	\$13,347.08	
2037	\$11,438.58	\$13,614.02	
2038	\$11,667.35	\$13,886.30	
2039	\$11,900.70	\$14,164.02	
2040	\$12,138.72	\$14,447.31	

^{*}Each subsequent year is prior year value multiplied by 1.02



Rosanova & Whitaker, Ltd. 127 Aurora Avenue Naperville, Illinois 60540 Phone: 630-355-4600

Fax: 630-352-3610 www.rw-attorneys.com

June 13, 2023

VIA EMAIL: eshutes@napervilleparks.org

Eric Shutes Director of Planning Naperville Park District 320 Jackson Ave. Naperville, Il 60540

RE: Agreement for Payment of Park District Fees
Orion / Prosperita project on the SWC of Mill Street and Diehl Road

Dear Eric:

Thank you for taking the time to speak with me over the last couple of days regarding my clients' project on the southwest corner of Diehl Road and Mill Street (the "Property"). The current owner, B.C.T. Limited Liability Company, entered into an agreement with the Naperville Park District (Park District) dated July 17, 2007, to provide for the payment of Park District fees in the event there is residential development on the Property (BCT Agreement).

My clients' project consists of a 5 acre parcel on the north with a STEM K-8 school, and a 7.35 acre parcel on the south with 76 townhome units. The townhomes are 2-bedroom units with an option for a 3rd bedroom. My clients are the contract purchasers of the Property, with Vrutthi LLC purchasing the residential portion of the Property and V Estate LLC purchasing the school portion of the Property.

The City of Naperville (City) is unable to accommodate payment of the Park District fees on a per permit basis under the BCT Agreement since it differs from the City's standard requirements under the Municipal Code. Pursuant to Pat Lord, however, the Code allows for the owner or developer to enter into a separate agreement for Park District fees due and the method of payment of those fees as long as the fees are paid directly to the Park District.

Pursuant to the BCT Agreement, BCT was obligated to pay \$9.25 per square foot of land owed under the Naperville Park Donation Tables (Tables) in 2009, escalating at a rate of 2% per year (See attached Park District Rate Table). Utilizing the Park District's Rate Table with a rate per acre per year, we can determine the amount of fees owed to the Park District for each unit prior to issuance of a building permit by the City. The City has agreed that we can pay the Park District directly on a per permit basis as long as we have a receipt for payment to submit prior to issuance



of a building permit from the City. I have attached the Park Donation Table showing the land donation and subsequent cash in lieu donation for each 2-bedroom and each 3-bedroom unit.

Prior to the issuance of a building permit for each townhome building, the builder will present the Park District with a receipt indicating the number of 2-bedroom and 3-bedroom units per building, the amount to be paid utilizing the attached tables, and a place for the Park District's signature indicating receipt of payment (See attached receipts by year). Upon payment of the appropriate fee to the Park District, the Park District will sign the receipt that the appropriate fees are paid in full as proof of payment of the Park District fees due under the BCT Agreement. The paid receipt will be submitted to the City prior to issuance of a building permit for any townhome building by the City.

Please review this correspondence, the tables by year, and the receipts by year and let me know if you have any questions. Thank you for your assistance.

Very truly yours,

Patti A. Bernhard

patti@rw-attorneys.com

fato a Blue

(630)240-7272

Enc.

Cc: Derke Price, Aileen McEldowney, Erin Venard, Pat Lord via email

PRELIMINARY STORMWATER MANAGEMENT ANALYSIS & REPORT

FOR

THE PROSPERITA & ORION STEM SCHOOLS NAPERVILLE, ILLINOIS



REVISED JUNE 05, 2023 REVISED APRIL 12, 2023 REVISED FEBRUARY 14, 2023 REVISED JANUARY 30, 2023 REVISED DECEMBER 20, 2022 REVISED SEPTEMBER 30, 2022 REVISED SEPTEMBER 14, 2022 AUGUST 30, 2022

JOB NO. 904.426

PROFESSIONAL ENGINEER'S CERTIFICATION

STATE OF ILLINOIS }	211 14
SS.	A DALLAN A
COUNTY OF DUPAGE }	OF THE PARTY OF TH
I, RANDALL W. BUS, A LICE	NSED PROFESSIONAL ENGINEER OF ILLINOIS 215 TEST CERTIFY HAT THIS TECHNICAL
SUBMISSION WAS PREPARED	ON BEHALF OF VRUTTHI, LLC BY CEMON, TO UNDER MY PERSONAL DIRECTION.
DATED THIS	DAY OF CONK PROFESSIONAL
4/1.1	ENGINEER
/100hX1	W I A MAIL
ILLINOIS LICENSED PROFESSIO	NAL ENGINEER NO. 062-032381
MY LICENSE EXPIRES ON NOVI	EMBER 30, 2023
PROFESSIONAL DESIGN FIRM	ICENSE NO. 18/1002037 - EXPIRES APRIL 30, 2025

NOTE: UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE DESIGN PROFESSIONAL ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

PREPARED FOR: VRUTTHI, LLC **3644 WHITE EAGLE CIRCLE** NAPERVILLE, IL 600504

PREPARED BY: CEMCON, LTD. 2280 WHITE OAK CIRCLE **SUITE 100 AURORA, IL 60502-9675**

630-862-2100

PRELIMINARY STORMWATER MANAGEMENT ANALYSIS & REPORT

FOR

THE PROSPERITA & ORION STEM SCHOOLS

NAPERVILLE, ILLINOIS

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PRELIMINARY STORMWATER MANAGEMENT ANALYSIS & REPORT

FOR

THE PROSPERITA & ORION STEM SCHOOLS NAPERVILLE, ILLINOIS

EXHIBITS

TAB 1 PROJECT OVERVIEW

- A. LOCATION MAP
- B. PRELIMINARY SITE DEVELOPMENT PLAN AND PRELIMINARY PLAT OF SUBDIVISION
- C. SOILS INVESTIGATION REPORT BY RUBINO ENGINEERING, INC. AND ADDENDUM LETTER WITH INFILTRATION RATES
- D. EXISTING CONDITION ONSITE AND OFFSITE CATCHMENT EXHIBIT
- E. EXISTING CONDITION PONDPACK FLOOD ROUTING MODEL FOR EACH CATCHMENT BASED ON CN & TC (REVISED)
- F. PROPOSED CONDITION ONSITE AND OFFSITE CATCHMENT EXHIBIT AND STORMWATER MANAGEMENT SUMMARY AND DETAIL SHEETS 1, 2 & 3
- G. PROPOSED CONDITION COLLECTIVE EXHIBIT OF FLOW CHARTS, PONDPACK SUMMARIES AND EXECUTIVE SUMMARY, OVERLAND FLOOD ROUTE EXHIBIT AND FLOW MASTER COMPUTATIONS (SPECIFIC FLOOD ROUTING MODELS AVAILABLE UPON REQUEST),
- H. ILLUSTRATION OF SPECIAL SUB-SURFACE MODULES WITH REQUIRED PCBMP STORAGE AND TYPICAL SECTIONS (SEE EXHIBITS F1, F2 AND F1 & 2)
- I. WETLAND MAPS AND FLOODPLAIN MAPS
- J. NEGATIVE WETLAND FINDINGS REPORT CONDUCTED BY ENCAP, INC.

PRELIMINARY STORMWATER MANAGEMENT ANALYSIS & REPORT FOR

THE PROSPERITA & ORION STEM SCHOOLS NAPERVILLE, ILLINOIS

I. PROJECT DESCRIPTION

The Prosperita & Orion STEM Schools Project will be platted and developed on a 12.35± acre property assemblage comprised of small lots and vacated rights-of-way in Naper Villa Manor originally subdivided in 1926. The property abuts Diehl Rd. on the north, Mill St. on the east, West St. (ironically) on the west, and Harborchase of Naperville on the south (see Exhibit A). Additional rights-of-way (0.36± acres) will be dedicated for the Mill St. pavements and street lights which already encroach onto the property and for future public use sidewalks. The north half of the existing driveway off Harborchase was previously included in the stormwater management system for that project (0.18± acres), so site runoff storage and PCBMPs have already been provided for that area. Within the proposed Mill St. ROW dedication of 0.36± acres a right turn lane and public sidewalk will be constructed so the Net Area of the On-Site Development will be 12.35 – 0.54 = 11.81± acres.

This On-Site Development Area will be platted into two (2) lots, one of which to the north on $5.01\pm$ acres will be the site of a private STEM school for grades K - 8, and on the lot of $6.80\pm$ acres to the south, 76 townhome units will be constructed, all of which development will be accessed via private streets but served by the City's public sanitary sewer collection and water distribution systems that will be extended within PU&DE along with both public and private street access easements. The Prosperita & Orion STEM School Project also has access rights to the private driveway previously constructed along the north and east sides of Harborchase with access to West St. and to Commons Dr. (and the traffic signal at Mill St. and Commons Dr.). Otherwise, a right-in-right-out driveway with dedicated right turn lane is proposed off Mill St. along with a full access driveway on West St. with right out and left out turn lanes for westbound Perla Dr., which will be marked with striping and signage and a mountable median to preclude through traffic into the Little Friends driveway to the west (see Preliminary Plat and Preliminary Site Development Plan in Exhibit B).

II. EXISTING DRAINAGE CONDITIONS

There is approximately 12 feet of topographic relief across the property from the high point near the northeasterly corner at 738.8± to the low point at the end section of a15-inch RCP stubbed from the Harborchase development with a flowline of 726.7± which extends westward across West St. and along Conestoga Rd. with eventual discharge to Cress Creek. When the capacity of this 15-inch storm sewer is exceeded during the critical 100-year shorter duration storms, overflows do occur into the Harborchase storm drainage system which then discharges to the existing 36-inch storm sewer on Mill Street at Commons Drive. There are very slight depressional areas near the southerly central portion of the site a few tenths of a foot deep which do not collectively afford any attenuating effect on existing rates of runoff and two (2) slightly deeper depressional areas in the northwesterly corner of the site that overflow to the southeast into a swale which depressions may have a potential attenuating effect so they were modeled in the Existing Condition Flood Routing Analysis in revised Exhibit E. There is also an existing 15- and 18-inch public storm drain along West St. that is fairly shallow and extends northward to Diehl Rd. and then westward along Diehl Rd. and a deeper 36-inch storm sewer (FL = 721.3±) along Mill St. that extends southward with discharge also to Cress Creek. These storm sewer systems are depicted in the City's storm sewer atlas sheets.

A Soils Investigation was conducted by Rubino Engineering, Inc. which revealed that soils ranging over the Project Site were relatively consistent with about 12± inches of topsoil and a silty clay layer extending 8-9 feet down to elevation 721± which soils are then underlain by a thick glacial sand and gravel deposit with 1-2 feet of finer grained sands and gravel in the upper layer trending to coarse sands and gravels down to at least 25 feet below grade (705-706) (see Exhibit C). No ground water was observed in any of the soil boring logs. From well logs in the area, this glacial formation extends in a layer 30± feet thick to the West Branch DuPage River, which formation was extensively mined over the years including the Erb Family Gravel Pit immediately across West St. from this Site (which was later developed into the Century Farms residential subdivision). Rubino Engineering, Inc. also conducted sieve analyses on the upper layer of silt and fine sands in the 720-721 interval and also in the slightly lower coarse grained sands and gravel in the 719-720 interval, which analyses are summarized in an Addendum Letter dated 3/24/23 attached to Exhibit C. Each of the three (3) sieve analyses were then correlated to an infiltration rate using the USDA Textural Classification Chart. Except for the one sieve analysis in an upper silty layer (720-721) indicating an infiltration rate of 1.63 in/hr, the sieve analyses in the medium dense to dense well graded gravel with sand and silt were correlated to have infiltration rates of 3.60 in/hr.

Even these infiltration rates are likely conservative and there is a concern that, in conducting an infiltrometer test on the graded gravel and coarser sand below elevation 719, a sustained water level will not be achievable in calculating a steady state infiltration rate under typical infiltrometer test procedures. Additional testing is currently underway.

In the Existing (Without Project) Condition, about <u>11.51</u>± acres of the gross 12.35± acre Site are directly tributary to the 15-inch end section and the West St. / Conestoga Rd. drainage system (with possible overflows to the Harborchase drainage system) while 0.31± acres of the Site are tributary to the West St. or Diehl Rd. ROW's which both drain into the Diehl Rd. 18-inch storm sewer system. About 0.35± acres of the Site in the northeast corner drain to the Mill St. ROW and the 36-inch storm sewer (see Existing Catchment Exhibit D).

Exhibit D also delineates those offsite portions of the West St. and Diehl Rd. ROW's that drain into the Site (0.50± acres) and delineates those sections of the Mill St. ROW that are now, but may or may not continue to be, directly tributary to the 36-inch storm sewer on Mill St which sections consist of the roadway pavement itself from a high point in the curb line about 160 feet southerly of the Diehl Rd. intersection and extending from the centerline of pavement to back of curb and from the high point to the curb line inlet at the southeasterly corner of the Site (0.65± acres).

Pondpack flood routing models were devised for each of these catchment areas based on their respective CN's and TC's, the work sheets for which and the flood routing results are contained in the Existing Condition Pondpack Flood Routing Model Exhibit E.

For the 11.51± acre onsite catchment and the 0.50± acres of the Diehl Rd. and West St. ROW's that drain into the Site and then to the 15-inch end section in the southwest corner, the peak rate of runoff for the 2-year and 100-year 24-hour duration design rainstorm events of Bulletin 75 and Huff Distributions (Design Storms) were determined to be 1.89± cfs and 7.91± cfs respectively. The existing 15-inch storm sewer is capable of intercepting and conveying these peak flow rates to the 15-inch West St. / Conestoga drainage system but, for the critical 100-year storms of shorter duration, overflows do occur into the Harborchase drainage system which connects to the Mill St. storm sewer system. For the combined 0.48± acres of the Mill St. and Diehl Rd. rights-of-way that are tributary to the 18-inch storm sewer system on West Diehl Rd., the peak rates of Design Storm runoff were determined to be 0.09± cfs and 0.32± cfs respectively.

For those onsite catchments that are tributary to the West St. storm system which drains northward and connects to the Diehl Rd. system (0.04± acres) and the 0.27± acres in the northeast corner that also drain to the Diehl Rd. system (0.31± acres in total), the peak rates of runoff for the Design Storms were determined to be 0.06± cfs and 0.21± cfs respectively.

The 0.35± acre On-Site Catchment Area also in the northeast quadrant of the Site and adjacent to the Mill St. ROW that is tributary to the Mill St. 36-inch storm sewer will produce peak rates of runoff for the Design Storms of 0.06± cfs and 0.24± cfs respectively. These peak rates of runoff combined with those sections of the Mill St. ROW up to the curb line inlet at the southeasterly corner that are in the Existing Condition all tributary to the 36-inch storm sewer produce total peak rates of 0.26 cfs and 0.73 cfs respectively for the 2-year and 100-year Design Storms.

These rather diffuse distributions of stormwater runoff from the Project Site into three (3) different storm sewer systems under City of Naperville, City of Warrenville and DuDOT jurisdictions present a rather complicated context and a set of multiple drainage system conditions in which to compare and contrast the Pre-Development 2-year and 100-year 24-hour duration design storm events to those in the Development Site Condition under the provision of Article IX, Section 15-73.B of the Ordinance. Catchment areas in the Existing Condition and in the Proposed Condition have, accordingly, been carefully crafted and delineated to make that comparison as clear and accurate as possible.

III. PROPOSED WITH-PROJECT CONDITION STORMWATER MANAGEMENT & PCBMP SYSTEMS

Given the somewhat restrictive site area available and desire to create landscaped open areas for neighborhood gatherings and for outdoor educational facilities, Developer Vrutthi, LLC has elected to provide site runoff storage in sub-surface modules, as a means of stormwater management and PCBMP's, which modules will be arrayed under those open space areas within the Development Site. As these open space areas are limited in size, the storage volume required can only be attained by maximizing the depth of the modules which, in turn, requires connection to the storm sewer system with the lowest flowline and virtually all of the available open space would be utilized to accommodate 350 storage modules within the maximum depth range afforded by the existing storm sewer systems.

As previously stated, a 17 foot wide ROW will be dedicated along Mill St. for construction of a public sidewalk and for a dedicated right turn lane at the proposed RI/RO driveway on Mill St. as now required by DuDOT. That right turn lane and the attendant pavement gradient sloping away from the edge of the existing pavement will divert a portion of the existing roadway and widened parkway into the Site at the RI/RO driveway. Those portions of the Site in the northeasterly corner and along the easterly fringe that formally drained to the Diehl Rd. or Mill St. drainage systems, will now be captured and conveyed to the subsurface storage modules. The existing parkway areas along Diehl Rd. and West St., which fall off rather abruptly into the Project Site and cannot be reversed without extensive adjustment and disruption to existing utility systems, will remain tributary to the Site. All of the central portion of the Site will also be captured, conveyed and managed in the storage module SWMF. A total of 0.12± Ac. + 0.36± Ac. = 0.48± Ac. of the West St. and Diehl Rd. parkways will continue to drain to the Diehl Rd. storm system. The Proposed Condition Catchment Exhibit F, Sheet 1 (attached), delineates these catchment areas and the Catchment legend quantifies those areas.

The On-Site Development Area will consist of the 12.35± acre gross Site area less the 0.18± acre of existing driveway adjacent to Harborchase that was included in the stormwater management program for that project, less the 0.36± acres of the Mill St. ROW dedication, but plus the 0.09± acres the right turn lane pavement Development for a Net On-Site Development Area of 11.90± acres. Tributary to this Net On-Site Development Area will be portions of the Diehl Rd. and West St. parkways (0.50± acres) and the Mill St. pavement and parkways from the high point in the curb line south of Diehl Rd. to the RI / RO driveway (0.57± Ac. – 0.09± Ac. = 0.48± Ac.) which will be routed into the On-Site stormwater management system and partially managed and accommodated in the overflow conveyance system at 0.50± Ac. + 0.48± Ac. = 0.98± Ac. with the overflow weir discharge to occur above the elevation at which the site runoff storage volume is met in accordance with Section 15-73.A.2.

Composite Coefficients of Runoff CN and Times of Concentration Tc were then computed for the School Site with gymnasium (CN = 86) and for the 76 unit Townhome Site (CN = 88) with Type C soils and Pondpack flood routing routines were devised to assess the rate of discharge to each of the three (3) storm sewer systems in the Proposed Condition compared to those discharges in the Existing Condition determined in Section II above. As the 36-inch storm sewer on Mill St. afforded the deepest flowline more conducive to deployment of storage modules at least 6-foot deep, that storm sewer system was selected as the primary point of discharge with a flowline at 721.3. A 6-foot diameter catch basin with center weir wall through which an orifice restrictor can

be inserted was initially selected to achieve the restrictive discharge rate of 1.19 cfs with the top of weir wall set at the computed design HWL.

As an initial trial, 350 storage modules 8-foot wide by 16-foot long by 8-foot high (7' x 15' x 6' ID) were arrayed within the available open space areas with 198 modules in the Townhome Site and 152 on the school Site with each module accommodating 676± cubic feet of storage volume (5.43± Ac.-Ft.) which, along with storage in storm sewer pipes (0.15 Ac.-Ft.) and proposed onsite depressional areas below elevation 730.0 (0.24± Ac.-Ft.), brings the total available storage volume to about 5.82± Ac.-Ft. These modules, supported on a proposed 3-foot thick bedding of CA-7 aggregate, will serve both as a PCBMP for the impervious surfaces over both Sites (6.7 Ac. x 1.25 inches = 0.70 Ac.-Ft.) and to create a contact surface with the underlying coarse sand and gravel in the 717.0 to 718.0 interface. For the 350 modules, that contact surface will amount to about 51,000 SF. Total available storage capacity from elevation 721.5 to 730.0 will then be 6.52± Ac.-Ft. per Section 15-64.C.2.

Given these initial input parameters, the 11.90± acre onsite and offsite Net Project Development Site was then flood routed for the 2-year and 100-year 24-hour duration Design Storm Events in which analysis it was determined that the initially designed storage volume of 6.52 Ac.-Ft. (per the above) and a restrictive orifice of 4.25-inch diameter would be capable of attenuating discharges from the 11.90± acre Net Project Development Site alone to 1.14± cfs at a HWL of 727.9± in keeping with the provisions of Sections 15-73.A and assuming a free discharge. However, the resulting discharge to the 36-inch storm sewer from the Development Site (1.14± cfs) plus the remainder of the Mill St. roadway not intercepted by the RI / RI driveway (0.13± cfs due to time delay) for a total of 1.27± cfs would exceed the 100-year Design Storm rate of 0.73 cfs in the Existing Condition. For the 2-year Design Storm, the peak discharge plus inflow rate (0.51± cfs) would also exceed Existing Condition (0.26± cfs). Inflows to the Diehl Rd. and West St. / Diehl Rd. storm systems will be reduced or remain the same under this scenario (see Table 1 below).

It is worth mentioning that the times to reach peak inflow rates in the Existing Condition occur in the 16th hour while those in the Proposed Condition occur two (2) or more hours later in the 18th hour when the peak rates of inflow will have dissipated. Also, if storm sewer <u>capacity</u> is the real issue, the 2-year and 100-year 24-hour storm events are hardly critical since the shorter duration 1-, 2-, and 3-hour storms of 2-, 5-, 10-, 25- and 100-year recurrence intervals with peaks as high as 6.5± cfs are much more taxing on the capacity of the 36-inch storm sewer. For those storms,

the attenuating effect of the available storage will be much more pronounced and the discharge rates from the control structure would be less than the Existing Condition flow rates. But, if the 2-year and 100-year 24-hour duration Design Storms are the established ground rules per Section 15-72.B, then the practical solution is to design a secondary point of discharge, in this case the 15-inch West St. / Conestoga Rd. storm sewer, to distribute discharges in an effort to replicate distributions in the Existing Condition or take into consideration allowing the rate of infiltration into the sand and gravel formation to supplement the allowable release rate. Both of these solutions were analyzed separately and in combination with each other.

If both a primary (Mill St.) and secondary (West St. / Conestoga Rd.) outlet is flood routed with 350 modules but without infiltration, the 2-year and 100-year discharges would amount to 0.26± cfs and 0.71± cfs respectively, which are below inflows in the Existing Condition and, while discharges plus inflows from the 2-year and 100-year Design Storms to the West St. / Conestoga Rd. system at 0.23± cfs and 2.21± cfs are respectively less than in the Existing Condition, the total release rate of 1.19± cfs would still be exceeded. If a primary outlet alone with a 4.25-inch restrictor to Mill St. with 350 modules plus infiltration is flood routed, the 2-year and 100-year discharges plus inflows would be 0.10± cfs and 0.71± cfs respectively (or less than allowable) with all other inflows to sewer systems remaining equal to the Existing Condition. But the HWL in the storage modules would be 722.85±, utilizing only 30% or less of the available storage capacity. For the scenario with both a primary outlet and a smaller 2.75-inch diameter orifice restrictor to Mill St. and a secondary outlet connected to the 15-inch West St. Conestoga Rd. storm sewer along with 350 modules plus infiltration, a flood routing analysis indicated the 2-year and 100-year Design Storm discharges will be the same at 0.10± cfs (as there is no discharge to the higher West St. / Conestoga Rd. storm sewer flowline) and slightly lower for the 100-year Design Storm (due to the smaller orifice) but at a somewhat higher (722.93±) HWL. Again, available storage utilization would only be 30% or less.

The results of these last two (2) analyses with 350 storage modules and either single or dual points of discharge plus infiltration offer a compelling rationale for reducing the number of storage modules. As a trial, an analysis of 185 storage modules was conducted with a contact area interface with the sand and gravel formation of 27,290 SF (2.27± cfs) with primary outlet (2.75-inch diameter orifice) discharging to the Mill St. system and a secondary connection to the West St. / Conestoga Rd. system with an overflow weir plate to be set at the elevation equal to the HWL. That combination of stormwater management components was then flood routed and it was determined that the total discharge plus inflow to the 36-inch Mill St. storm sewer would be

0.67± cfs for the 100-year Design Storm (vs. 0.73± cfs in the Existing Condition and below the Project Site allowable discharge of 1.19± cfs) and would still be only 0.10± cfs for the 2-year Design Storm (vs. 0.26± cfs in the Existing Condition). For the West St. / Conestoga Rd. storm sewer the peak 100-year Design Storm discharge was 0.32± cfs (or far less than the 7.91± cfs in the Existing Condition) and there will be no discharges for the 2-year Design Storm as the HWL would only reach 721.5±. The HWL for the 100-year Design Storm for this combined system will be slightly below 727.1 so there is still excess storage capacity available. This same configuration of stormwater management components was again flood routed with the internal weir plate in Control Structure #2 set at the design HWL of 727.1 and both the Net On-Site Development Area of 11.90± acres and Off-Site ROW areas of 0.98± acres were flood routed through the same Optimal system for the 2-year and 100-year Design Storms. It was determined in this analysis that the 2-year discharge plus inflow to Mill St. would still be only 0.10± cfs and the 100-year discharge plus inflows would increase slightly to 0.70± cfs while the discharges to West St. / Conestoga Rd. would remain at 0.0 cfs for the 2-year storm (HWL below the 15-inch flowline) and 0.32± cfs for the 100-year at a HWL of 727.6± over the weir (see Option F Table 1 and Exhibits F-1 and F1 & 2).

In a subsequent review of this Optimal System, however, the City has determined that, while the use of infiltration to satisfy the volume and pollution control (PCBMP) provisions is accountable under the Ordinance, the City has taken the stance that they will not allow infiltration as a means of determining the volume of site runoff storage and control of release rates. The City has cited their concern that the rate of infiltration may not be sustainable over an extended period of time due, presumably, to contamination of fines into the subsurface gravelly sand formation underlying the Site.

At the City's request, an alternative stormwater management system configuration of components with 360 storage modules, primarily and secondary outlets / control structures, no infiltration and with 2.75 inch (primary) and 3.6 inch (secondary) restrictors. That option also proved to satisfy all of the conditions of overall restriction to total discharge and restriction to each of the receiving storm sewer systems (see Option G Table 1 and Exhibits F-2 and F1 & 2).

Table 1 below summarizes all of these combinations and permutations of stormwater management components for the Proposed Condition and compares and contrasts them to the Existing Condition.

TABLE 1
Comparison of 2-Year and 100-Year 24-Hour Duration Design Storms
Existing vs. Proposed Condition

FLOW RATES (cfs)		STORM SEWER SYSTEM			
		Mill St.	Diehl Rd.	West St. / Conestoga Rd.	West St. to Diehl Rd.
Existing Condition	2-Yr	0.26	0.09	1.89	0.07
	100-Yr	0.73	0.32	7.91	0.25
Proposed w/ Primary Outlet & 350 Modules – No Infiltration, No ROW's	2-Yr	0.51	0.09	0.00	0.07
(OPTION A)	100-Yr	1.27	0.32	0.00	0.25
Proposed w/ Primary and Secondary Outlets & 350 Modules – No	2-Yr	0.26	0.09	0.23	0.07
Infiltration, No ROW's (OPTION B)	100-Yr	0.69	0.32	2.21	0.25
Proposed w/ Primary Outlet & 350 Modules plus Infiltration (4.25" Restrictor) No ROW's 4 (OPTION C)	2-Yr	0.10	0.09	0.00	0.07
	100-Yr	0.71	0.32	0.00	0.25
Primary and Secondary Outlets & 350 Modules plus Infiltration, No	2-Yr	0.10	0.09	0.00	0.07
ROW's (2.75" Restrictor) (4) (OPTION D)	100-Yr	0.46	0.32	0.00	0.25
Primary and Secondary Outlets & 185 Modules plus Infiltration, No	2-Yr	0.10	0.09	0.00	0.07
ROW's (Optimal) (2.75" Restrictor) HWL = 727.1 (4) (OPTION E)	100-Yr	0.67	0.32	0.55	0.25
Proposed Primary and Secondary Outlets & 185 Modules plus	2-Yr	0.10	0.09	0.00	0.07
Infiltration, with ROW's (Optimal) HWL = 727.6 ④ (OPTION F)	100-Yr	0.70	0.32	2.59 (3)(4)	0.25
Proposed Primary and Secondary Outlets & 360 Modules, No	2-Yr	0.26	0.09	0.00	0.07
Infiltration, No ROW's (2.75" + 3.6" Restrictors) HWL = 729.9 (OPTION G)	100-Yr	0.68	0.32	0.60 ④	0.25

- ① Exceeds the allowable Net Project Site Release Rate of 1.19± cfs
- 2 Exceeds the Existing Condition Release Rate
- 3 Secondary Weir Overflow due to Off-Site ROW's
- Satisfies both Allowable Release and Existing Condition Rates at respective times to peak

CEMCON, Ltd.

As noted in the above Table 1 "Comparison of Existing vs. Proposed Condition" and the various combinations and permutations of storage module capacity, control structure configurations and infiltration that were flood routed and analyzed to derive those results, the Option F Optimal Combination of those stormwater management components to effectively and efficiently meet each of the performance criteria in keeping with the provisions of the "Stormwater Ordinance" would consist of the following:

- A. Control Structure #1 with 2.75-inch circular orifice restrictor and top of weir wall set at 727.6 connected to the 36-inch Mill St. storm sewer and Control Structure #2 connected to both the internal Site storm sewer system and to the existing 15-inch West St. / Conestoga Rd. storm sewer over a top of weir plate set at 727.1.
- B. 185 storage modules with 80 arrayed on the School Site and 105 on the Townhome Site.
- C. Infiltration through a CA-7 aggregate base with interface at 717.5 to the existing 30-foot thick coarse sand and gravel formation with contact area at interface of 27,290± SF and preliminary design infiltration rate of 23± csf.
- D. Sediment and debris traps with forebay settling chambers.

Also noted in Table 1 "Comparison of Existing vs. Proposed Condition", the combination of stormwater management components in meeting the City's policy of precluding infiltration in the determination of required site runoff control storage, in Option G would consist of the following:

- A. Control Structure #1 with 2.75-inch circular orifice restrictor and top of weir wall set at 729.5 connected to the 36-inch Mill St. storm sewer and Control Structure #2 with a 3.6 inch restrictor connected to the West St. / Conestoga Rd. storm sewer.
- B. 360 storage modules with 154 arrayed on the School Site and 206 arrayed on the Townhome Site with a contact area at the interface of 52,460± SF with a continuing but unaccounted for preliminary design infiltration rate of 4.3± cfs.
- C. Sediment and debris traps with forebay settling chambers.

In the Existing Condition 11.51± acres of the On-Site Development Area and 0.50± acres of Off-Site West St. and Diehl Rd. ROW drain to the westerly Harborchase driveway. In the Proposed Condition, due to the right turn lane on Mill St., the catchment areas tributary to the On-Site stormwater management system increases to 12.88± acres including the West St. and Diehl Rd. In accordance with Section 15-73.A.2., the overflow conveyance system for this ROW's. upstream watershed of 12.88± acres to Harborchase was analyzed for a flow of 1 cfs/Ac. x 12.88 Ac. = 12.9± cfs. The westerly and easterly driveway pavements, to which these overflows are directed in both the Existing Condition and the Proposed Condition, were modeled as weirs and it was determined that the maximum water surface elevation reached on the lower westerly driveway section to which 12.7± acres will be tributary was 730.3± while at the higher easterly driveway to which only 0.2± acres will be tributary, the peak WSEL will be 730.6±. The lowest proposed finished floors of townhomes north of the Harborchase west driveway are proposed at 732.0 so there will be 1.7± feet of freeboard at the westerly driveway and at the easterly Harborchase driveway with finished floors of 733.4 the freeboard will be 2.8± feet (see Overland Flood Route Exhibit G).

The manufacturer's details for the StormCapture and StormTrap storage modules are attached to Sheet 2 of Exhibit F, along with details of Control Structure #1 and Control Structure #2. These storage modules, designed for H-20 loading, will be arrayed in mostly open space areas under playgrounds, outdoor educational facilities, light duty pavements and open space courtyards, where surface runoff and overland flows can be directed. Modules will have portals on all four sides to allow the unrestricted flow of collected runoff between modules and the module array in the School Site will be hydraulically interconnected with the two (2) module arrays on the Townhome Site (which will also be interconnected) by low flow flat gradient conduits of a size sufficient (about 24-inch diameter) to allow the unrestricted transfer of collected stormwater to equalize hydraulic elevations (i.e. an energy equalizer system – see Exhibit F, Sheets 1 & 2).

A number of the modules will have surface ports with high capacity grates for the entry of local surface runoff and to intercept the overland flood routes that will be designed along street pavements and open space corridors to convey excess accumulated runoff to the three (3) subsurface storage module sites. As previously mentioned, each module will also have side-to-side and end-to-end hatchways to allow the unrestricted passage of stormwater between modules in addition to the interconnected equalizer conduits (see Illustration on Special Subsurface Modules, Exhibit F, Sheet 3). The external Project storm sewer system will be connected to end modules that will be 10-feet deep to provide a sump for collection of sediments. Those end modules will

be in close proximity to paved areas to facilitate access by vac-all pump out trucks in accordance with Section 15-64.C.4. Preceding those forebay sediment traps will be large diameter catch basins with basket screens to intercept larger debris, floatables and heavier sediments (see both Details on Exhibit F1 & 2 Sheet 3).

IV. SWPP PLAN IMPLEMENTATION

Erosion and sedimentation measures and devices to minimize and control erosion for the Project would consist of silt fencing, inlet and manhole filter inserts, a construction entrance off West St. to minimize traffic disruptions, a concrete wash-out facility, protective fencing for the few quality trees on the site that may form a part of the Landscaping Plan to be approved for the Project, and catch basins / debris traps. Such measures and devices would be periodically maintained during construction and vegetative stabilization established as building sites are developed. An NPDES Permit will need to be obtained for this Project which will exceed more than 1 acre.

V. <u>STORMWATER SYSTEMS MONITORING & MAINTENANCE PLAN</u>

As there would otherwise be frequent accumulations of debris and sediments in the sub-surface storage modules, discharges into the modules would first be routed through large forebay sediment traps which would be strategically located near paved areas for access by a vac-all truck (see Exhibit F, Sheet 1), and which accumulations will need to be periodically removed and sediments vacuumed out (per the Stormwater System Monitoring & Maintenance Plan). Both the school and townhome HOA would be charged with these tasks through a Monitoring, Maintenance and Reporting Program that would be incorporated into the covenants recorded with the Plat of Subdivision against each lot. There would also be infrequent but scheduled inspections of the storage modules through access ports that would be provided at regular intervals which would allow relatively quick visual inspection without necessarily entering the modules.

VI. SPECIAL MANAGEMENT AREAS

There are no wetlands or flood plains on the site either indicated on the DuPage County Wetland Maps or D-FIRM Maps (see Exhibit I) nor were wetlands inventoried in the Negative Wetland Findings Report conducted by ENCAP, Inc. (see Exhibit J).

VII. SURETY

Surety for the stormwater management components (earthwork, SWPP Plan implementation, storm sewers and drainage system improvements, storage systems, PCBMP systems, etc.) would be posted as part of the required stormwater certification for the Project.

VIII. SUMMARY & CONCLUSION

The requirement to construct a right turn lane on Mill St. and the limitations on discharges to the three (3) different storm sewer systems to which the Project Site is tributary (under three (3) different jurisdictions) has further complicated an already complex stormwater management and flood routing design challenge. In order to provide the volume of stormwater storage require to attenuate discharges in conformance with those limitations, and to effectively utilize available open space areas for outdoor educational amenities and community events, Owner / Developer Vrutthi, LLC has elected to utilize sub-surface precast concrete modules that are commercially available for that purpose.

A right-in turn lane on Mill St. will further divert stormwater runoff into the Site, which has now necessitated routing that 0.09± acre turn lane Development Area through the stormwater management system and which then has affected design storage capacity and discharge rates. Sub-surface soil conditions consisting of a 30± foot sand and gravel formation underlaying this Site, which is an unusual soil condition for DuPage County, affords a very effective means of not only incorporating a PCBMP into the stormwater management system, but also of enhancing the available rate of dissipation of stormwater runoff and to actually reduce existing impacts to the three (3) storm drainage systems to which this Site is tributary. The City has indicated, however, that utilizing infiltration for this purpose is not acceptable even through it will occur to one extent and another. Further soil borings and infiltrometer testing are underway and should be available in the next 2-3 weeks so those results will be available for the Final Design Phase to either support

the use of infiltration to satisfy the Volume and Pollution Control provisions of Section 15-64.A.1. of the Ordinance and possibly, with City concurrence, accounting for some portion of infiltration in the determination of volume of runoff storage required. Taking into account the ability of the coarse sand and gravel formation to dissipate runoff through infiltration, an Optimal stormwater management system with safeguards and redundancies to allay concerns of long term viability can be devised that is capable of meeting in all respects the limitations on discharge and inflow to both storm sewer systems. Those safeguards and redundancies might consist of a flood routing design input of only ½ of the tested rate of infiltration or increasing the number of modules or increasing the contact surface area at the interface to be twice as much as theoretically needed which could collectively provide a factor of safety of four (4) or more along with the gravity outlets which will also provide a degree of redundancy to the design of the stormwater management system.

A number of flood routing iterations were conducted as part of this Preliminary Stormwater Management Analysis & Report, with different combinations and permutations of storage modules, single or dual control structure outlets and with and without accounting for infiltration which results are quantified in Table 1 found on page 9 of this Report, which provides to the City multiple options and the range of components that can be deployed in compliance with the complex and multiple drainage system conditions that exist at the subject Site as described in Section II on Page 4. Of those combinations of components, two (2) were found to achieve each of the restrictive rates of release to the adjacent storm sewer systems, all be it with one (1) – Option F with only 185 storage modules and another – Option G – with 360 storage modules as depicted on Exhibit F-1 and F1 & 2 and on F-2 and F1 & 2. These are both presented in this Report for consideration by the City.

The PCBMP volume and pollutant control requirements under Article VIII of the "Ordinance" can be provided using one of the practices listed under Section 15-64.A. as cited below:

15-64. Post Construction Best Management Practices Design Criteria.

15-64.A PCBMPs shall provide volume and pollutant control using one of the following practices:

15-64.A.1 Infiltration of 1.25 inches for all new impervious surfaces; or

15-64.A.2 Native vegetated wetland bottom site runoff storage basin; or

Notably, one of those practices under paragraph 15-64.A.1 provides for infiltration of 1.25 inches of runoff for all new impervious surfaces, but it does not state or imply that infiltration is <u>limited</u> to 1.25 inches. Table 1 demonstrates conclusively that, for the 2-year 24-hour duration Design Storm of 3.34 inches, there is no discharge through either control structure to the outlet storm sewer systems which means that a volume of rainfall of at least 1.25 inches over the 6.7± acres of impervious surfaces (6.7± acres x 1.25 inches = 0.70± Ac.-Ft.) will be dissipated through infiltration. In concert with the stormwater management components described above for the Option G or Option F, those combinations of components will also control and restrict aggregate discharges to the receiving storm sewer systems below the allowable rate of 1.19 cfs to the extent that discharges plus inflows from the off-site rights-of-way will also be less (in some cases far less) than in the Existing Condition for the 2-year and 100-year Design Storms.

Subject to further soil testing and establishment of design parameters for the Final Design Phase, the sub-surface geological conditions underlying the Prosperita & Orion STEM School Site and the thoroughgoing Preliminary Flood Routing Analyses described herein for this, the Preliminary Design Phase, affords to the City of Naperville and DuPage County DOT a compelling rationale to conclude that the Optimal 185 storage module stormwater management system with dual control structures and infiltration proposed will be fully capable of providing a functionally effective Volume and Pollution Control PCBMP and a Site Runoff Conveyance System in accordance with Article VIII and Article IX of the Ordinance. If infiltration cannot be counted in the determination of site runoff storage, then Option F can be deployed. Infiltration that achieves the Volume and Pollution Control functions will also afford the means of supplementing sub-surface dissipation of runoff, whether or not the City recognizes that infiltration will continue to occur. We request the City maintain an open mind on these alternatives.

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TAB 1

PROJECT OVERVIEW

EXHIBIT A

LOCATION MAP

The Prosperita & Orion STEM School T38N, R9E, SEC. 1 NAPERVILLE QUADRANGLE





PROJECT / CLIENT:

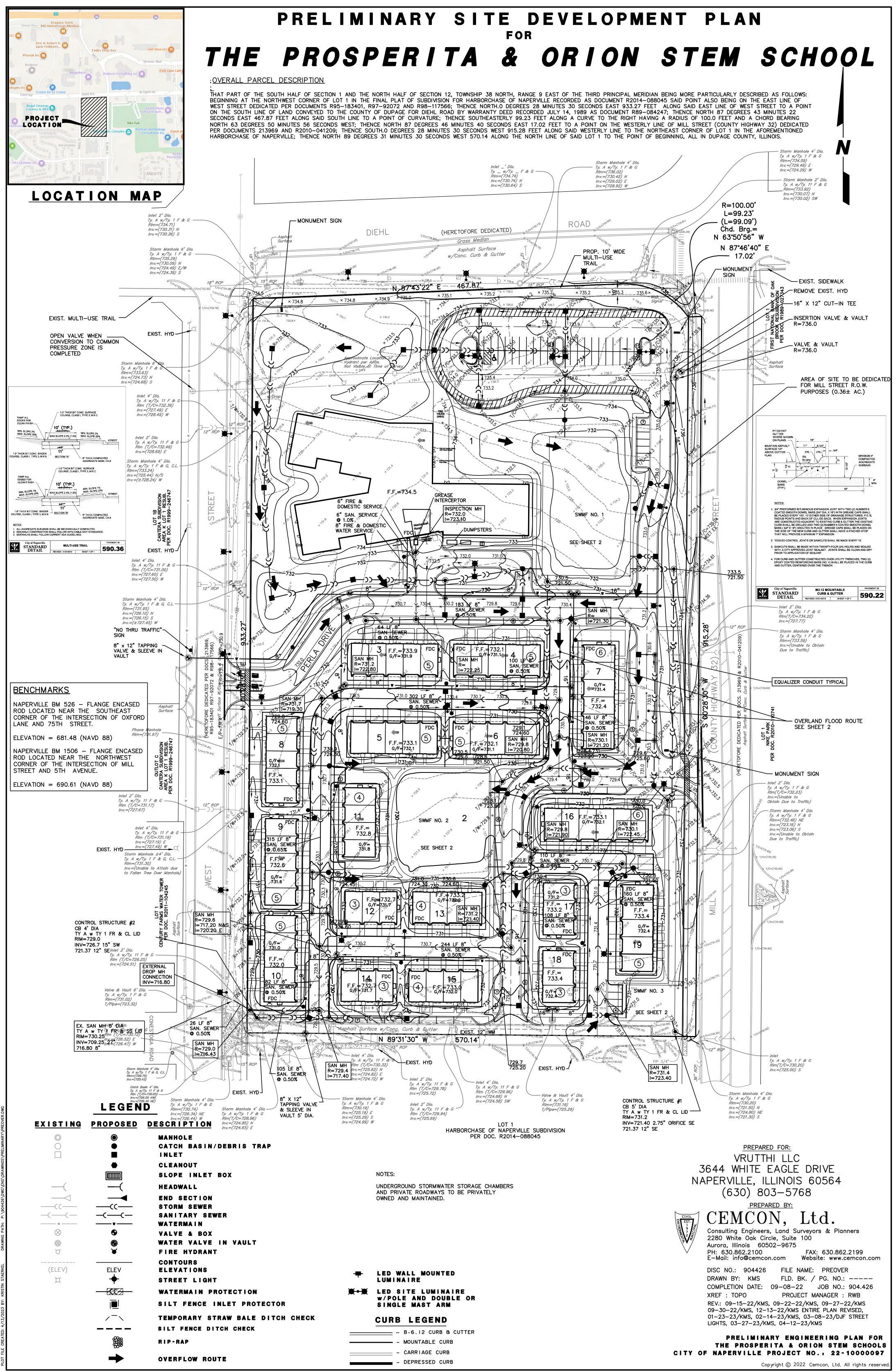
Vrutthi, LLC. 3644 White Eagle Drive Naperville, IL 60564 (630) 803-5768

DRAWN BY:	DJF	08-30-22
CHECKED BY:		
APPROVED:		

SCALE: N.T.S.

EXHIBIT B

PRELIMINARY SITE DEVELOPMENT PLAN AND PRELIMINARY PLAT OF SUBDIVISION



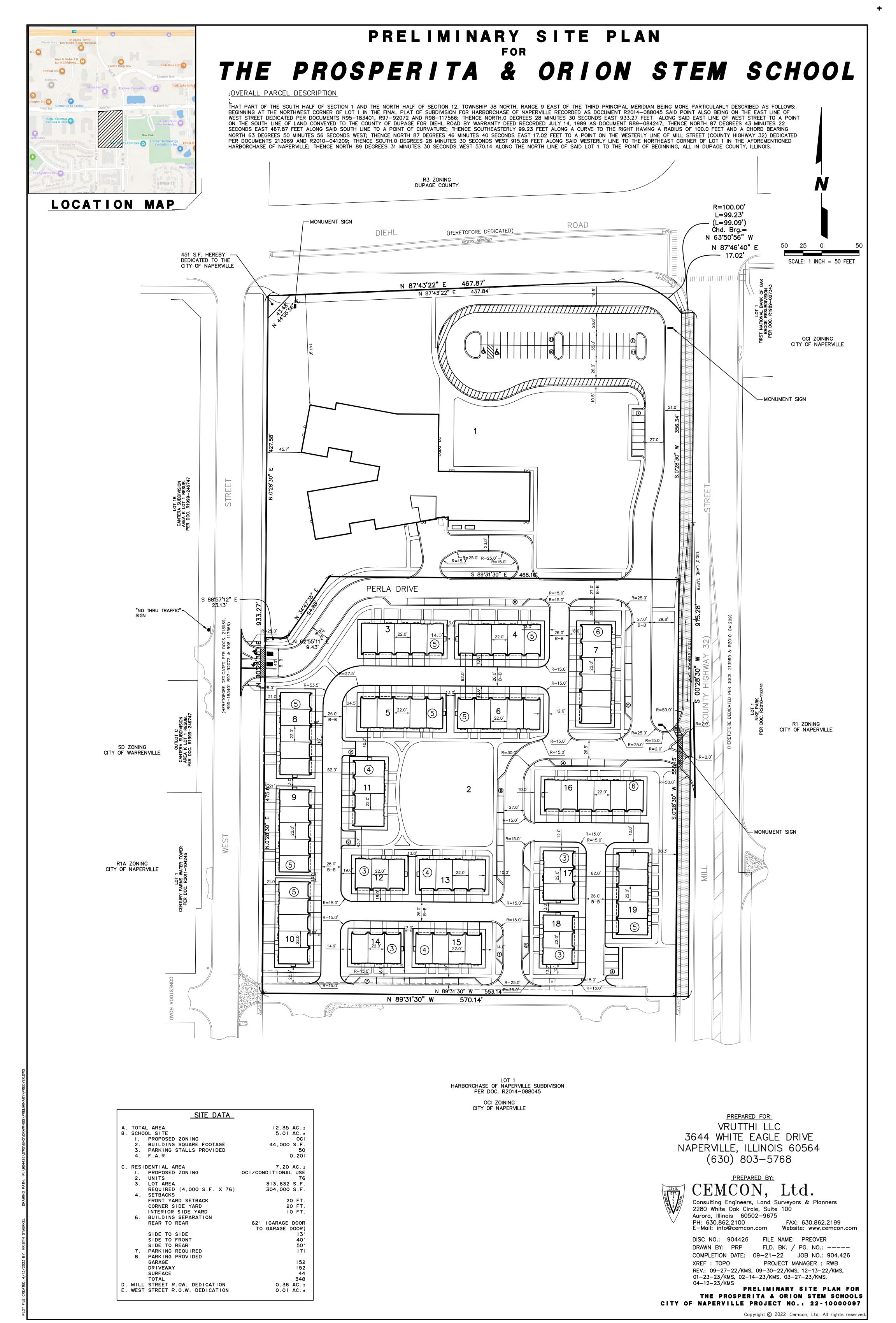


EXHIBIT G

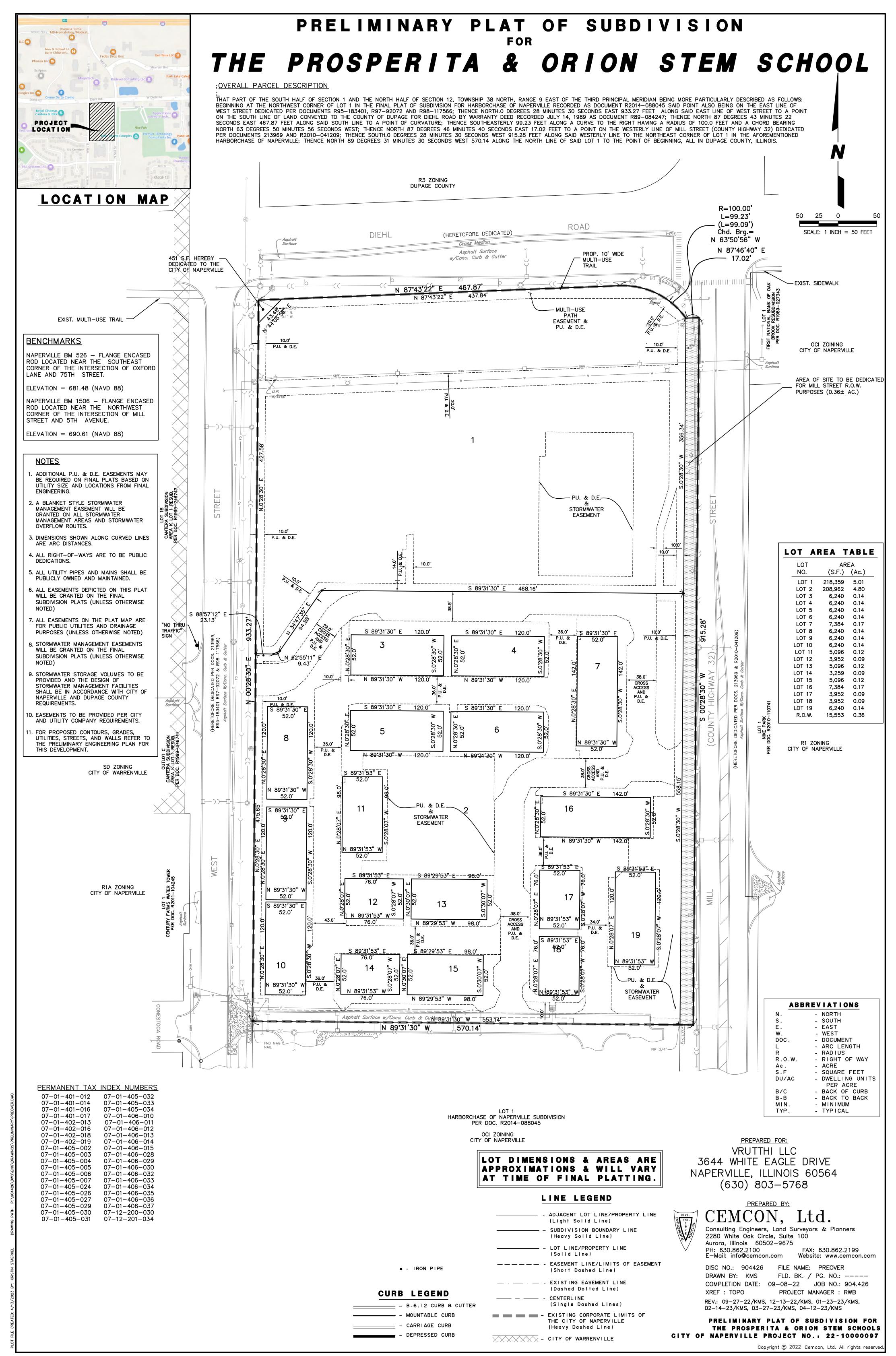


EXHIBIT C

SOILS INVESTIGATION REPORT BY RUBINO ENGINEERING, INC. AND ADDENDUM LETTER WITH INFILTRATION RATES



ADDENDUM LETTER

April 12, 2023

To: Selvei Rajkumar

Vrutthi LLC & Brio Estates LLC

2719 Beebe Drive Naperville, Illinois 60564 Ph: (630) 803-5768 Re: Preliminary Estimate of Infiltration Rate

Proposed Townhomes & STEM Academy SW Corner Diehl Road and Mill Street

Naperville, Illinois 60563

Rubino Project No. G22.148

Addendum_REV2

Via email: selvei.rajkumar@gmail.com

Dear Ms. Rajkumar,

Rubino Engineering, Inc. (Rubino) is submitting this revised addendum letter in response to the request for preliminary estimate of infiltration rate at the above referenced site.

Project Information and Correspondence

Rubino Engineering, Inc. submitted a preliminary geotechnical engineering report for the Proposed Townhomes & STEM Academy, Rubino Project No. G22.148 dated August 19, 2022. This addendum provides a preliminary estimate of the infiltration rate for the native predominantly granular soils. These predominantly granular strata were encountered at approximate elevations ranging from EL. 723 ½ to EL. 720 feet. Underground stormwater management is planned for the subject site.

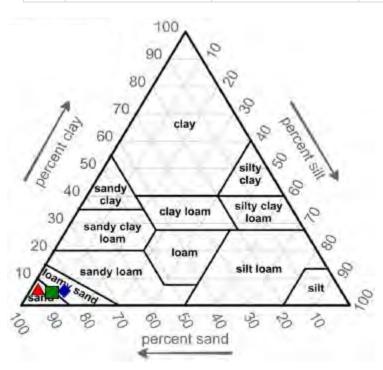
Preliminary Infiltration Rate Discussion

Soil samples from the preliminary geotechnical exploration were used to run grain-size lab tests as follows:

- Laboratory Determination of Amount of Material Finer than No. 200 Sieve (Washed Sieve) Analysis of Soils (ASTM D1140)
- Laboratory Determination of Particle Size Analysis of Soils (No Hydrometer) (ASTM D422)

Subsequently, these soils were characterized by the USDA soil texture classification in order to estimate the infiltration rates. The results are plotted in the attachment, Washed Sieve Analysis. The following table includes soil classifications based on USDA and estimates of the design infiltration rates for soils based on USDA soil texture classification (Univ. of Wisconsin, Madison, 2006). The IDH Classification Triangle from the previous Addendum dated December 13, 2022 has been replaced with the USDA Textural Classification Chart (see following page). The results are similar (see following page).

KEY	Boring	APPROXIMATE ELEVATION (FEET)	USDA SOIL TEXTURE CLASSIFICATION	DESIGN INFILTRATION RATE (IN/HR)
•	B-03	719	Loamy Sand	1.63
	B-07	720	Sand	3.60
	B-12	719	Sand	3.60



USDA Soil Texture	Design Infiltration Rate (in/hr)
Sand	3.60
Loamy Sand	1.63
Sandy Loam	0.50
Loam	0.24
Silt Loam	0.13
Sandy Clay Loam	0.11
Silty Clay Loam	0.19
Clay Loam	0.03
Sandy Clay	0.04
Silty Clay	0.07
Clay	0.07

Discussion and Limitations

The infiltration rates in the table above are estimates based upon empirical data and classifications. The presence of groundwater at or just below the design infiltration elevation can significantly lower (or eliminate) the infiltration rate. Groundwater was not encountered in the borings at the time of the preliminary geotechnical exploration. During the spring groundwater levels typically exhibit the highest elevations. At this time, Rubino recommends a site mobilization for the following purposes:

- Installation of a minimum of two piezometers to measure the groundwater level
- Perform the outstanding soil borings and additional laboratory grain size analyses
- Perform an in-situ infiltration test to measure the infiltration rate into the native granular soils (if a sustained water level can be achieved in the test pipe)

Closing

All terms, conditions, and recommendations from Rubino Report Number G22.148 dated August 19, 2022, remain in effect unless explicitly addressed in this addendum letter. Rubino appreciates the opportunity to continue providing services for this project.

If you have questions pertaining to this report, or if Rubino may be of further service, please contact our office at (847) 931-1555.

Respectfully Submitted,

Rubino Engineering, Inc.

David T. Lewandowski, P.E

David T. Jewardowski

Senior Engineer

Michelle Lipinski, P.E

President

Attachment: Washed Sieve Analyses

Boring Location Plan

Boring Logs B-03, B-07, and B-12

PROPOSED TOWNHOMES & STEM ACADEMY

DIEHL ROAD AND MILL STREET

Naperville, Illinois

RUBINO PROJECT No. G22.148

Preliminary
Geotechnical
Engineering
Services
Report

Drilling Laboratory Testing Geotechnical Analysis

PREPARED BY:

DAVID LEWENDOWSKI, PE



Michelle A. Lipinski, PE President IL No. 062-061241, Exp. 11/30/23 PREPARED FOR:

VRUTTHI LLC & BRIO ESTATES LLC

2719 BEEBE DRIVE NAPERVILLE, ILLINOIS

AUGUST 19, 2022

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PROJECT INFORMATION

Rubino Engineering, Inc. (Rubino) understands that Vrutthi is planning to construct a townhome development at the southern half of the site. In addition, Brio Estates is planning to build a STEM Academy at the northern part of the site.

The proposed townhome structures will be 3-stories in height with probable slab-on-grade construction. Each townhome unit will have dimensions of 20 feet by 40 feet with an attached 2-car garage. One townhome building will include 3 or 5 townhome units. Therefore, a 3-unit building will have plan dimensions of 40 feet by 60 feet and 5-unit building will be 40 feet by 100 feet. Per the preliminary site plan, there will be a total of 17 buildings in the new development.

The proposed school building will be 2-stories in height with probable slab-on-grade construction. The building is a V-shape. The plan area is on the order of 15,000 to 20,000 square feet.

A Draft Site Plan provided by the client is shown in the image below.



A site grading plan was not received but is based on the following:

- Site grading including cuts being less than 2 feet and fills being less than 2 feet.
- Finished floor elevations of proposed buildings not available at the time of this preliminary report.

Structural loads were not received; however, this report is based on the following:

- Individual column loads not exceeding 100 kips
- Bearing wall loads not exceeding 5 kips per lineal foot (klf)
- Grade-supported slab live loads not exceeding 125 psf.
- Site grading including cuts and fills being less than 2 feet

Documents received:

- Preliminary Site Plan received from Vrutthi LLC & Brio Estates LLCon July 13, 2022
- Draft Site Plan received from Vrutthi LLC & Brio Estates LLC on July 27, 2022
- Topographic Survey received from Cemcon, Ltd., prepared by Cemcon, dated July 8, 2022

Project Correspondence:

- RFP phone call from Selvei Rajkumar of Vrutthi LLC & Brio Estates LLCon July 19, 2022
- Authorization to proceed in the form of signed Proposal No. Q22.256g_REV2 on July 23, 2022
- Structural loads not provided to date

The preliminary geotechnical recommendations presented in this report are based on the available project information and the subsurface materials described in this report. If any of the information on which this report is based is incorrect, please inform Rubino in writing so that we may amend the recommendations presented in this report (if appropriate, and if desired by the client). Rubino will not be responsible for the implementation of our recommendations if we are not notified of changes in the project.

Purpose / Scope of Services

The purpose of this study was to explore the subsurface conditions at the site in order to prepare preliminary geotechnical recommendations for foundation design and general site development for the proposed construction. Rubino's scope of services included the following drilling program:

Table 1: Drilling Scope

Number of Borings	DEPTH (FEET BEG*)	LOCATION
B-03, B-07, B-12, and B-16	25	Proposed Townhomes
B-19	25	Proposed STEM Academy

^{*}BEG = below existing grade

Representative soil samples obtained during the field exploration program were transported to the laboratory for additional classification and laboratory testing.

This preliminary report briefly outlines the following:

- Summary of client-provided project information and report basis
- Overview of encountered subsurface conditions
- Overview of field and laboratory tests performed including results
- Preliminary geotechnical recommendations pertaining to:
 - Subgrade preparation and cut / fill recommendations
 - Foundations, including suitable foundation type(s), allowable bearing pressure(s), and estimated settlement
 - Seismic design site classification parameters per International Building Code (IBC) 2018
 - Utility Installation and backfill recommendations
 - Dewatering
- Construction considerations, including temporary excavation and construction control of water

DRILLING, FIELD, AND LABORATORY TEST PROCEDURES

Rubino selected the number of borings and the boring depths. Rubino located the borings in the field based on the Draft Site Plan and existing aerial imagery (Google Earth Pro). Rubino generated GPS coordinates for the boring locations. Subsequently, Rubino staked the borings with a manual GPS device. The borings were advanced utilizing 3 ¼ inch inside-diameter, hollow stem auger drilling methods and soil samples were routinely obtained during the drilling process.

Selected soil samples were tested in the laboratory to determine material properties for this report. Drilling, sampling, and laboratory tests were accomplished in general accordance with ASTM procedures. The following items are further described in the Appendix of this report.

- Field Penetration Tests and Split-Barrel Sampling of Soils (ASTM D1586)
- Field Water Level Measurements
- Laboratory Determination of Water (Moisture) Content of Soil by Mass (ASTM D2216)
- Laboratory Determination of Atterberg Limits (ASTM D4318)
- Laboratory Organic Content by Loss on Ignition (ASTM D2974)

The laboratory testing program was conducted in general accordance with applicable ASTM specifications. The results of these tests are to be found on the accompanying boring logs located in the Appendix.

SUMMARY OF GEOTECHNICAL CONSIDERATIONS

The main geotechnical design and construction considerations at this site are:

SUBSURFACE SOILS

Subgrade soils generally consisted of natural brown to gray, stiff to very stiff silty clay soils
underlain by medium dense to dense, occasionally very dense, granular soils. However,
strata of high plasticity clay soils were encountered in the upper profile in two borings. See
the <u>Subsurface Conditions</u> and <u>Expansive Soil Discussion</u> sections for more detailed
information.

BUILDING STRUCTURE

• **Shallow Foundations** are a possible foundation design option at this site with the possibility of undercuts. See *Foundation Recommendations* section for more detailed information.

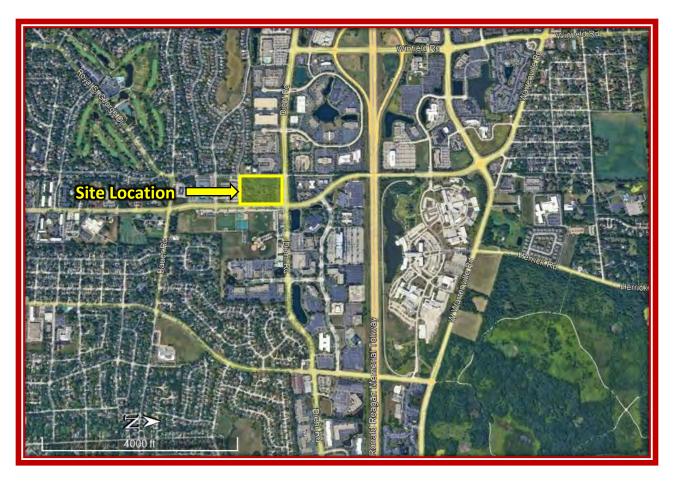
The geotechnical-related preliminary recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

SITE AND SUBSURFACE CONDITIONS

Site Location and Description

The subject site is located southwest of the intersection of N. Mill Street and Diehl Road in Naperville, Illinois. The site is reported to be about 12 $\frac{1}{2}$ acres in area. Per Google Earth Pro imagery dating back to the year 1994, the site was undeveloped and covered with trees and vegetation.

Per the Topographic Survey provided, the elevations range from approximately EL. 738 feet at the northeast site corner to about EL. 728 feet at the southwest site corner. Therefore, the terrain slopes generally downward to the south / southwest. An aerial image from Google Earth Pro is shown on the following page.



The midpoint of the project site has an approximate latitude and longitude of 41.7998° and -88.1560°, respectively.

Subsurface Conditions

- The **topsoil** thickness ranged between 2 and 14 inches
- The native **silty clay** soils were generally stiff to very stiff in consistency
- The native **silt** soils were generally stiff to very stiff in consistency
- The **granular** soils were generally medium dense to very dense in apparent density

Table 2: Subsurface Conditions Summary

ELEVATION RANGE (FEET)	SOIL DESCRIPTION	SPT N- VALUES (BLOWS PER FOOT)	MOISTURE CONTENT (%)	ESTIMATED SHEAR STRENGTH
	Borings B-03, B-07, B-12, B	-16, and B-19		
731 - 720	Stiff to very stiff, light brown and brown silty CLAY	8 - 20	12 - 21	c = 1,200 to 3,000 psf
730 – 727 ½	Stiff, dark brown-black silty CLAY (B-19)	10 - 11	19 - 27	c = 1,500 to 1,650 psf
730 - 725	Stiff to very stiff, brown / brown and gray HIGH PLASTICITY SILTY CLAY	10 - 22	21 - 27	c = 1,500 to 3,000 psf
728 ½ – 720 ½	Stiff to very stiff, light brown SILT	12 - 20	9 - 20	c = 1,800 - 3,000 psf
9 ½ - 25	Medium dense to very dense brown gravelly SAND to SAND	16 – 50+	3 - 8	φ = 32° - 45°

^{*}BEG = Below existing grade

The native soils were visually classified as silty clay (CL), high plasticity silty clay (CH), silt (ML), and poorly graded sand (SP) according to the Unified Soil Classification System (USCS). The above table is a general summary of subsurface conditions. Please refer to the boring logs for more detailed information.

Estimated shear strength of clay soils is based on empirical correlations using N-values, moisture content, and unconfined compressive strength.

Groundwater Conditions

Groundwater was not observed in the borings during the soil sampling operations. It should be noted that elevated moisture contents were found in some of the silty clay and silt soils at an approximate depth range of 6 to 10 feet BEG (EL. 726 - 721± feet). These moisture conditions may indicate that the soils are saturated. Water may seep into open trenches where saturated soils are encountered.

It should be noted that fluctuations in the groundwater level should be anticipated throughout the year depending on variations in climatological conditions and other factors not apparent at the time the borings were performed. Groundwater may not have been observed in some areas due to the low permeability of soils. Additionally, discontinuous zones of perched water may exist within the soils. The possibility of groundwater level fluctuation should be considered when developing the design and construction plans for the project.

PRELIMINARY EVALUATION AND RECOMMENDATIONS

The geotechnical-related preliminary recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

Topsoil Discussion

Topsoil materials as described in this report have not been analyzed for quality according to any minimum specifications. If topsoil is to be imported to or exported from this site, Rubino recommends that it meet the minimum specifications defined in **Section 1081.05** of the, "Standard Specifications for Road and Bridge Construction," adopted by the Illinois Department of Transportation, January 1st, 2022.

Rubino has reported topsoil thicknesses at each boring based on visual observation of surficial soils. Surficial topsoil thickness was visually observed to be between approximately 10 and 14 inches at most boring locations.

Expansive Soil Discussion

Soils with moderate expansive properties were observed in B-12 and B-19 to elevations ranging from $660 \frac{1}{2}$ - 654 feet (approximately $\frac{1}{4}$ to 7 feet below existing grade) during the drilling operations. There is a possibility that expansive soils could be encountered at other locations on the site. Rubino recommends that the outstanding borings on the Boring Location Plan in the Appendix be completed prior to final design and construction.

Table 3: Expansive Soils by Location

BORING No. / LOCATION	SOIL DESCRIPTION	ELEVATION RANGE (FEET)	LIQUID LIMIT (LL)	PLASTICITY INDEX (PI)
B-12	Very stiff, brown HIGH PLASTICITY SILTY CLAY	730 – 726 ½	54	26
B-19	Stiff, brown and gray HIGH PLASTICITY SILTY CLAY	727 - 725	57	28

Expansive soils are considered unsuitable for construction due to their tendency to absorb moisture from the ground or atmosphere which causes swelling and, in turn, an increase in volume. Soils with Liquid Limits greater than 50% (LL > 50%) may exhibit highly plastic behavior and may be considered to have expansive properties (IDOT Manual 2015).

Expansive soils have high frost susceptibility and may have higher moisture contents which could contribute to failed proof-rolls, however expansive soils are difficult to visually delineate in the field during construction. For that reason, **Rubino recommends that surface and subsurface drainage plans be designed to mitigate moisture changes of the soil during operation of the roadway.**

Where expansive soils are encountered, subgrade treatment options may include, but are not limited to:

- Provide surface and subsurface drainage techniques to reduce moisture changes in the soil.
- Removal and replacement (recommendations presented herein)
- Treatment with additives (such as lime stabilization) to reduce the plasticity of the material

Site Preparation Recommendations

The following comments are considered site-specific. To reference general subgrade preparation recommendations and compaction recommendations, please refer to the Appendix of this report.

- During construction, the site should be stripped of existing concrete, foundations, abandoned utilities, and pavement sections including asphalt, subbase, and curbs if applicable.
- The presence of high plasticity soils in the upper soils may require undercutting and replacement or chemical treatment to achieve stability for fill placement or support of structural elements.
- Please note that silty clay subgrade soils are sensitive to moisture and can be easily disturbed by precipitation, groundwater, or construction equipment. Therefore, extra care should be used to avoid disturbing these soils during construction activities.

Preliminary Shallow Foundation Recommendations

Design – Soil Bearing Pressure

Based the borings performed up to this point, the proposed structures can be supported on shallow, spread footing foundations. Rubino recommends that foundations extend through high plasticity clays and be supported on the natural stiff to very stiff silty clay soils or compacted and documented structural fill over suitable natural soils. Preliminary bearing capacities range from approximately 2,500 to 4,000 psf. Additional borings in the individual building plans and final grades are required to provide allowable bearing pressures for specific structures.

Maximum net allowable soil bearing pressures based on dead load plus design live load for sizing the shallow foundations.

Design / Construction – Frost Protection

Exterior footings should be located at a depth of at least 3 ½ feet below the outside final exterior grades to provide adequate frost protection. If the building is constructed during winter months

or if the footings will likely be subjected to freezing temperatures after construction is completed, then the footings should be protected from freezing.

Interior footings should be founded at least 2 feet below the final floor slab level for proper confinement of the bearing soils or as recommended above. Both depths should bear on soils described above.

• Fine-grained soils such as silts and clays are susceptible to moisture fluctuations and freezing weather, therefore concrete for the foundations should ideally be poured right after the foundations have been dug and formed if rain is being predicted. Otherwise, foundations that have already been excavated should be protected from rain or surface runoff water.

Design – Settlement Estimate

Given that final grades and structural loading are not available at the time of this preliminary report, settlement estimates cannot be provided at this time. Once the aforementioned data is available and additional borings are performed, settlement analyses can be performed.

Dewatering Recommendations

Dewatering may be necessary during excavation of soils due to precipitation, surficial runoff, and the presence of sand seams or other conditions not apparent at the time of drilling. Shoring or trench boxes may be required where the soils are granular, saturated, or have low shear strengths. Please reference the anticipated groundwater levels on the attached boring logs and in the <u>Groundwater Conditions</u> section of this report. Additional borings across the site may provide more information about the likelihood of groundwater infiltration.

Seismic Site Classification

Per the City of Naperville website, the 2018 International Building Code (IBC) is in use. IBC 2018 requires a site class for the calculation of earthquake design forces. This class is a function of soil type (i.e., depth of soil and strata types). Given the limited number of borings and the absence of final grades, Site Class "D" is the preliminary recommendation for the proposed structures at this site. After additional borings are performed in the proposed building plans and a site grading plan is provided, analyses can be performed to more accurately determine the site class.

Utility Installation and Backfill Recommendations

If granular material is used for the backfill of the utility trench, the **granular material should have** a gradation that will filter protect the backfill material from the adjacent soils. If this gradation is not available, a geosynthetic non-woven filter fabric should be used to reduce the potential for the migration of fines into the backfill material. Granular backfill material shall be compacted to meet requirements outlined in Appendix C.

Recommendations for Additional Testing

Given the size of the site and the numerous proposed structures, Rubino recommends that the outstanding borings on the Boring Location Plan in the Appendix be completed. The additional subsurface data from the borings will allow Rubino to more accurately provide foundation recommendations for the proposed structures. These recommendations would be provided in a final geotechnical report. In addition, once the structural loads and grading plan are finalized, please notify Rubino so that we can review our preliminary recommendations and use the additional subsurface data for the direct use of the structure and development of the site. Changes in building locations, foundation depth, and structural loading can affect the geotechnical recommendations for this site.

During construction, Rubino recommends that one of our representatives be onsite for typical **observations and documentation** of exposed subgrade for trench excavation, support of floor slabs, and foundations, including proofrolling and penetrometer testing.

CLOSING

The preliminary recommendations submitted are based on the available subsurface information obtained by Rubino Engineering, Inc. and design details furnished by Vrutthi LLC & Brio Estates LLC for the proposed project. Rubino recommends that the outstanding borings be completed to better evaluate the subsurface conditions for the proposed structures at this site. Subsequently, a final geotechnical report can be issued. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this preliminary report (or final report) are encountered during construction, Rubino should be notified immediately to determine if changes in the foundation recommendations are required. If Rubino is not retained to perform these functions, we will not be responsible for the impact of those conditions on the project.

The scope of services did not include an environmental assessment to determine the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater or air on, below, or around this site. Any statements in this report and/or on the boring logs regarding odors, colors, and/or unusual or suspicious items or conditions are strictly for informational purposes.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At this time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Vrutthi LLC & Brio Estates LLC and their consultants for the specific application to the proposed Townhomes and STEM Academy in Naperville, Illinois.

Appendix A - Drilling, Field, and Laboratory Test Procedures

ASTM D1586 Penetration Tests and Split-Barrel Sampling of Soils

During the sampling procedure, Standard Penetration Tests (SPT's) were performed at regular intervals to obtain the standard penetration (N-value) of the soil. The results of the standard penetration test are used to estimate the relative strength and compressibility of the soil profile components through empirical correlations to the soils' relative density and consistency. The split-barrel sampler obtains a soil sample for classification purposes and laboratory testing, as appropriate for the type of soil obtained.

Water Level Measurements

Water level observations were attempted during and upon completion of the drilling operation using a 100-foot tape measure. The depths of observed water levels in the boreholes are noted on the boring logs presented in the appendix of this report. In the borings where water is unable to be observed during the field activities, in relatively impervious soils, the accurate determination of the groundwater elevation may not be possible even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table and volumes of water will depend on the permeability of the soils.

Ground Surface Elevations

The Topographic Survey was prepared by Cemcon. Rubino interpolated the ground surface elevations at the boring locations from this figure.

ASTM D2216 Water (Moisture) Content of Soil by Mass (Laboratory)

The water content is an important index property used in expressing the phase relationship of solids, water, and air in a given volume of material and can be used to correlate soil behavior with its index properties. In fine grained cohesive soils, the behavior of a given soil type often depends on its natural water content. The water content of a cohesive soil along with its liquid and plastic limits as determined by Atterberg Limit testing are used to express the soil's relative consistency or liquidity index.

ASTM D2974 Standard Test Method for Organic Soils using Loss on Ignition (Laboratory)

These test methods cover the measurement of moisture content, ash content, and organic matter in peats and other organic soils, such as organic clays, silts, and mucks. Ash content of a peat or organic soil sample is determined by igniting the oven-dried sample from the moisture content determination in a muffle furnace at 440°C (Method C) or 750°C (Method D). The substance remaining after ignition is the ash. The ash content is expressed as a percentage of the mass of the oven-dried sample. 2.4 Organic matter is determined by subtracting percent ash content from 100.

ASTM D4318 Atterberg Limits (Laboratory)

Atterberg limit testing defines the liquid limit (LL) and plastic limit (PL) states of a given soil. These limits are used to determine the moisture content limits where the soil characteristics changes from behaving more like a fluid on the liquid limit end to where the soil behaves more like individual soil particles on the plastic limit end. The liquid limit is often used to determine if a soil is a low or high plasticity soil. The plasticity index (PI) is difference between the liquid limit and the plastic limit. The plasticity index is used in conjunction with the liquid limit to determine if the material will behave like a silt or clay.



Appendix B - Site Preparation - Clearing & Grubbing

Rubino recommends that unsuitable soils or fill be removed from the site, as applicable. Unsuitable soils or fills can be described as, but are not limited to:

- organic soil / topsoil / plants / trees / shrubs / grass
- frozen soil
- existing asphalt or concrete pavement sections
- existing foundations
- building debris
- existing curbs

Stripping operations should extend a minimum of: **10** feet beyond proposed building limits and **5** feet beyond proposed pavement limits

Exceptions: where property limits allow. Notify geotechnical engineer if there are property boundary limitations. Stripping operations should be monitored and documented by a representative of the geotechnical engineer at the time of construction.

Proofrolling:

After stripping and excavating to the proposed subgrade level, as required, the floor slab areas should be proof-rolled and scarified and compacted to at least 95 percent of the standard Proctor maximum dry density ASTM D 698 for a depth of at least 8 inches below the surface during a period of dry weather.

Benefits of Proofrolling:

- Aids in providing a firm base for compaction of fill soils
- Helps to delineate soft, loose, or disturbed areas that may exist below subgrade level.

Subgrade Stability:

Soils which are observed to rut or deflect excessively (<u>typically greater than 1 inch</u>) under the moving load should either be scarified and re-compacted, or undercut and replaced.
Subgrade soils may be **stabilized** by one of the following **options**:

- **Scarifying and re-compacting** the existing subgrade soil to at least 95% compaction per ASTM D698 Standard Proctor (12-inch depth).
- Remove and replace with non-woven filter fabric and 3-inch stone capped with CA-06 stone.
 - o A layer of non-woven filter geotextile should be placed between silty clay soil and an open-graded stone.
 - o The contractor can also attempt to stabilize the existing subgrade in place by "losing" 3-inch stone into the subgrade until the until the voids of the 3-inch stone are filled with the soft soil and the subgrade "locks up," showing minimal deflection under a proof-roll.
- **Geogrid and a stone mat** per manufacturer's installation specifications could reduce the amount of stone required and provide additional lateral support for foundation loads in service.
- **Lime or other chemical additive** stabilization (12 to 14 inches). This can be done as part of a lift structure. Compaction requirements still apply.



Proofrolling Equipment:

Tandem-axle dump truck or similar rubber-tired vehicles are acceptable and should be <u>loaded</u> with at least 9 tons per axle.

Appendix C - Fill Recommendations

In general, fill materials should meet the following:

- Standard Proctor maximum dry density >100 pcf
- Free of organic or other deleterious materials
- Have a maximum particle size no greater than 3 inches
- Have a liquid limit <45 and plasticity index <25
- Testing should include areas at least 5 feet outside the parking area perimeters, if applicable
- Each lift of compacted, engineered fill should be tested and documented by a representative of the geotechnical engineer prior to placement of subsequent lifts

Suitable Soil Classifications:

CL, SC, GW, and SW will generally be suitable for use as structural fill under pavements.

<u>Unsuitable Soil Classifications:</u>

OL, OH, MH, ML, SM, CH and PT should be considered unsuitable.

- If a fine-grained silt or clay soil is used for fill (CL or ML), close moisture content control will be essential to achieve the recommended degree of compaction
- If water must be added, it should be uniformly applied and thoroughly mixed into the soil by disking or scarifying

Structural fill added to the site shall be evaluated in accordance with the following table:

MATERIAL TESTED	PROCTOR TYPE*-1	MIN % DRY DENSITY	PLACEMENT MOISTURE CONTENT RANGE	FREQUENCY OF TESTING*-2	MAXIMUM LOOSE LIFT HEIGHT
Structural Fill (Cohesive & Well- graded Granular)	Standard	98%	-2 to +3 %	1 per 2,500 yd ² of fill placed	8 inches
Random Fill (non-load bearing)	Standard	95%	-3 to +3 %	1 per 5,000 yd ² of fill placed	8 inches
Utility Trench Backfill	Standard	95%	-2 to +2 %	1 per 50 LF of fill placed	6 inches

^{*-1} The test frequency for the laboratory reference shall be one laboratory Proctor or Relative Density test for each material used on the site. If the borrow or source of fill material changes, a new reference moisture/density test should be performed.

Tested fill materials that do not achieve either the required dry density or moisture content range shall be recorded, the location noted, and reported to the Contractor and Owner. A re-test of that area should be performed after the Contractor performs remedial measures. The above test frequencies should be discussed with the contractor prior to starting the work.

The geotechnical engineer of record can only certify work that was performed under their direct observation, or under the observation of a competent person under their specific direction.



^{*-2}A minimum of one test per lift is recommended unless otherwise specified.

Appendix D - Foundation Construction Recommendations

Rubino recommends that soils at the bottom of the footing design elevation be observed, documented, and tested by a representative of Rubino prior to concrete placement to evaluate the consistency of the soils in the field with the geotechnical report findings. The remedial procedures described in the following paragraph can be used to provide suitable foundation support where unsuitable material such as soft or loose soils, existing fill, or organic soils are encountered.

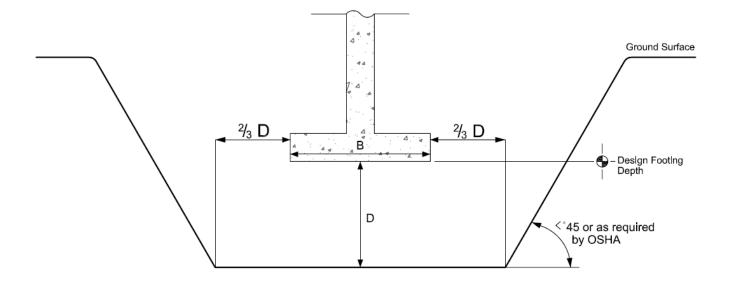
After opening, footing excavations should be observed and concrete placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. Surface runoff water should be drained away from the excavations and not be allowed to pond. If possible, the foundation concrete should be placed during the same day the excavation is made. If it is required that footing excavations be left open for more than one day, the soils in the excavation should be protected to reduce evaporation or entry of moisture.

If unsuitable bearing soils are encountered in a footing excavation, the footing should be deepened to competent bearing soil and the footing could be lowered, or an over excavation and backfill procedure could be performed. If an over excavation and backfill procedure will be utilized, it would require widening the deepened excavation in all directions at least 8 inches beyond the edges of the footing for each 12 inches of over excavation depth (See "Over Excavation and Backfill Procedure" diagram below).

The over excavation should then be backfilled in a maximum of 8-inches thick loose lifts with suitable granular fill material, such as $\frac{3}{4}$ -inch stone with fines (CA-6), compacted to at least 98% of the maximum Standard Proctor dry density (ASTM D 698).

Another alternative is to undercut and refill the unsuitable area with flowable mortar up to the design elevation of the footings. The flowable mortar would serve as a protection to the subgrade during construction of the foundations. In this case, widening the footings is not necessary.

Over Excavation and Backfill Procedure



* Drawing not to scale



Appendix E - Report Limitations

Subsurface Conditions:

The subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistances, locations of the samples and laboratory test data as well as water level information. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition between layers may be gradual. The samples, which were not altered by laboratory testing, will be retained for up to 60 days from the date of this report and then will be discarded.

Geotechnical Risk:

The concept of risk is an important aspect of the geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. The analytical tools that geotechnical engineers use are generally empirical and must be used in conjunction with engineering judgment and experience. Therefore, the solutions and recommendations presented in the geotechnical evaluation should not be considered risk-free, and more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as planned. The engineering recommendations, presented in the preceding section, constitute Rubino's professional estimate of the necessary measures for the proposed structure to perform according to the proposed design based on the information generated and reference during this evaluation, and Rubino's experience in working with these conditions.

Warranty:

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

Federal Excavation Regulations:

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better ensure the safety of workmen entering trenches or excavations. This federal regulation mandates that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person," as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. Rubino is providing this information solely as a service to our client. Rubino is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.



Appendix F – Soil Classification General Notes

DRILLING & SAMPLING SYMBOLS:

SS: Split Spoon - 1 3/8" I.D., 2" O.D., unless otherwise noted
ST: Thin-Walled Tube - 3" O.D., Unless otherwise noted
WS: Wash Sample
PM: Pressuremeter
HA: Hand Auger

RB: Rock Bit HS: Hollow Stem Auger

DB: Diamond Bit - 4", N, B BS: Bulk Sample

Standard "N" Penetration: Blows per foot of a 140-pound hammer falling 30 inches on a 2-inch O.D. split spoon sampler (SS), except where noted.

WATER LEVEL MEASUREMENT SYMBOLS:

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of ground water levels is not possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION:

Soil Classification is based on the Unified Soil Classification System as defined in ASTM D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse grained soils are defined on the basis of their relative in-place density and fine-grained soils on the basis of their consistency. Example: Lean clay with sand, trace gravel, stiff (CL); silty sand, trace gravel, medium dense (SM).

CONSISTENCY OF FINE-GRAINED SOILS:

RELATIVE DENSITY OF COARSE-GRAINED SOILS

Unconfine Stren	ed Con gth, Qı	•	N-E	Blows	ows/ft. Consistency N-Blows/ft.		/s/ft.	Relative Density		
	<	0.25	< 2			Very Soft	0	_	3	Very Loose
0.25	-	0.5	2	-	4	Soft	4	-	9	Loose
0.5	-	1	4	-	8	Medium Stiff	10	-	29	Medium Dense
1	-	2	8	-	15	Stiff	30	-	49	Dense
2	-	4	15	-	30	Very Stiff	50	-	80	Very Dense
4	-	8	30	-	50	Hard			+08	Extremely Dense
>	_	8	> 50			Very Hard				

RELATIVE PROPORTIONS OF SAND & GRAVEL

*Descriptive Terms apply to components also present in sample

GRAIN SIZE TERMINOLOGY

Descriptive Term	% of	Dry W	/eight	Major Component	Size Range
				Boulders	Over 12 in. (300mm)
Trace		<	15	Cobbles	12 in. To 3 in.
With	15	-	29		(300mm to 75mm)
Modifier		>	30	Gravel	3 in. To #4 sieve
					(75mm to 4.75mm)
RELATIVE PROPORTIONS OF	FINES			Sand	#4 to #200 sieve
Descriptive Term	% of	Dry W	/eight		(4.75mm to 0.75mm)
Trace		<	5		
With	5	-	12		
Modifier		>	12		



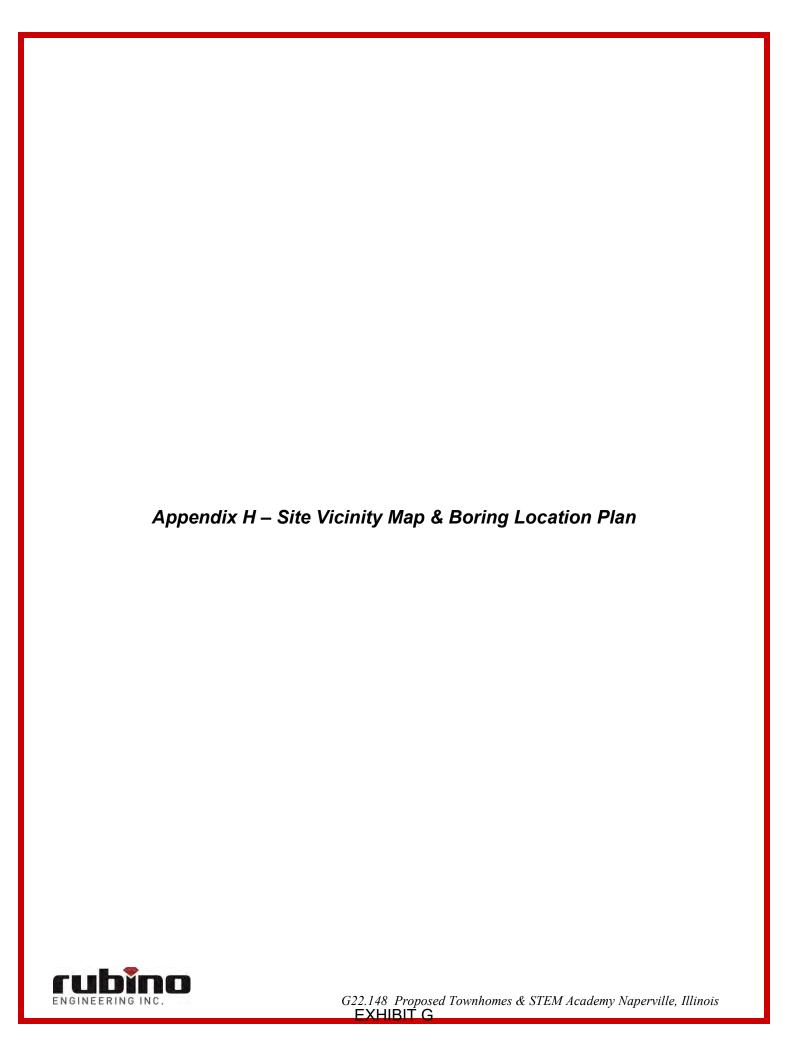
Appendix G – Soil Classification Chart

SOIL CLASSIFICATION CHART

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

R.A	IN IOD DIVISI	ONS	SYMI	BOLS	TYPICAL
IVI	AJOR DIVISI		GRAPH	LETTER	DESCRIPTIONS
	GRAVEL AND	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	GRAVELLY SOILS	(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
COARSE GRAINED SOILS	MORE THAN 50% OF COARSE FRACTION	GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
	RETAINED ON NO. 4 SIEVE	(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS	SAND AND	CLEAN SANDS		sw	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
LARGER THAN NO. 200 SIEVE SIZE	SANDY SOILS	(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION	SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES
	PASSING ON NO. 4 SIEVE	(APPRECIABLE AMOUNT OF FINES)		sc	CLAYEY SANDS, SAND - CLAY MIXTURES
				ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
00/20				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 20175				МН	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		СН	INORGANIC CLAYS OF HIGH PLASTICITY
				ОН	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HI	GHLY ORGANIC 8	SOILS	77 77 77 77 77 7 77 77 77 77 77 77 77 77	PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS









425 Shepard Drive Elgin, Illinois 60123

Project Name: Project Location:

Rubino Project # : EXHIBIT G

Client:

Proposed Townhomes & STEM Academy SWC W. Diehl Rd. and N. Mill St.

Naperville, Illinois

Vrutthi, LLC & Brio Estates, LLC

G22.148

Site Vicinity Map





425 Shepard Drive Elgin, Illinois 60123

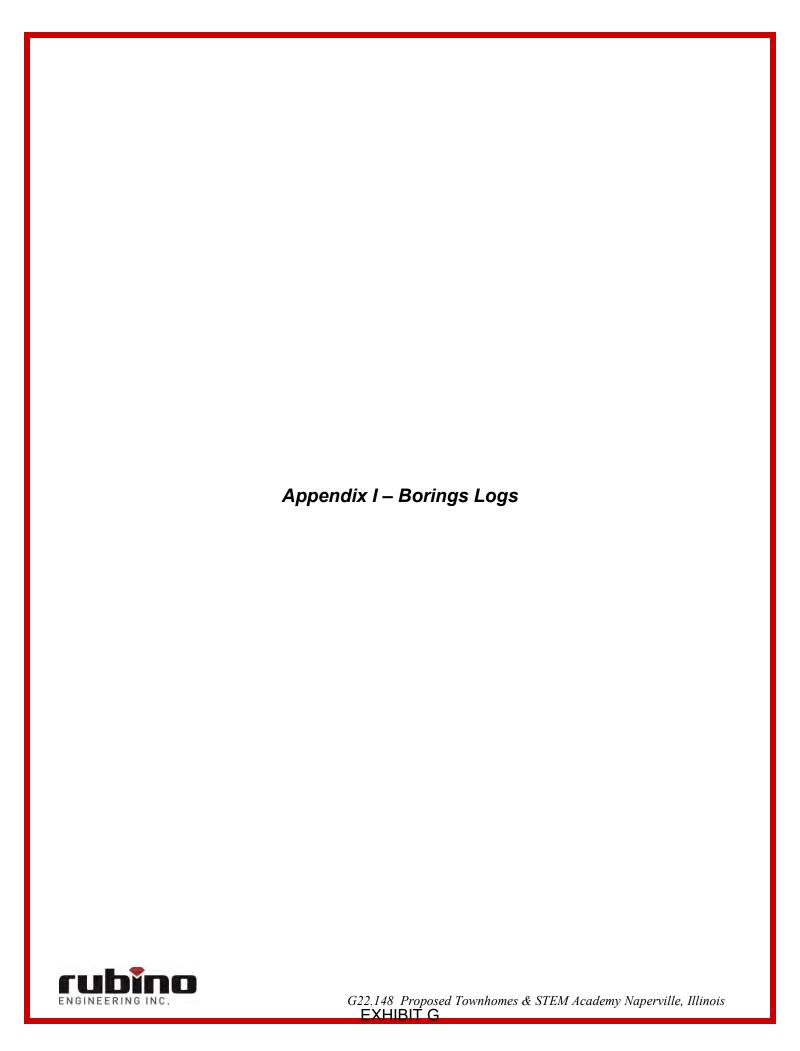
Project Name: Proposed Townhomes & STEM Academy

Project Location: SWC W. Diehl Rd. and N. Mill St.

Naperville, Illinois

Client: Vrutthi, LLC & Brio Estates, LLC

Rubino Project #: G22.148 EXHIBIT G Boring Location Plan





Telephone: 847-931-1555 Fax: 847-931-1560

LOG OF BORING B-03

Sheet 1 of 1

WATER LEVELS*** **Drilling Method:** 3 1/4 Hollow Stem Auger Rubino Job No.: G22 148 Sampling Method: Split Spoon Project: Proposed Townhomes & STEM Academy While Drilling N/A Hammer Type: Automatic Location: SWC Diehl Road and Mill Street ▼ Upon Completion N/A Boring Location: Townhomes #3 and #4 City, State: Naperville, Illinois Delay N/A Client: Vrutthi LLC & Brio Estates LLC Station: N/A STANDARD PENETRATION Blows per 6-inch Offset: N/A TEST DATA JSCS Classification Recovery (inches) Elevation (feet) Sample Type Depth, (feet) Graphic Log Sample No. % Moisture Moisture, MATERIAL DESCRIPTION Additional • LL Remarks SPT STRENGTH, tsf Qu (Rimac) **Qp/Qr Surface Elev.: 730 ft Approximately 10 inches of TOPSOIL: dark brown silty clay with organic matter 1 10 6-6-8 CL Stiff, brown silty CLAY, trace sand and gravel 21 N=14 Stiff to very stiff, light brown silty CLAY, with Qp=4.5 tsf 12 medium grain sand and gravel 2 6-6-8 16 Sand and gravel proportion decreases to trace at N=14 16 3 1/2 feet below existing grade Qp=4.5 tsf 725 CL 3 16 4-5-7 N=12 18 Qp=4.0 tsf 4-7-13 13 4 N=20 Very stiff, light brown SILT with fine grain sand, ML 20 X Qp=3.0 tsf trace gravel 720-10 15 $\overline{\mathsf{X}}$ Dense to very dense, brown fine grain gravelly SAND 33-22-32 5 14 Potential cobbles / boulders N=54 3 X Rig chatter starts at approximately 11 feet below existing grade 6 13 20-21-23 Sand grain sizes increase to medium at N=44 approximately 13 1/2 feet below existing grade 3 X 715 15 SP 7 13-14-23 12 N=37 4 X 710-20 8 0 50-50/3->>@ Cobbles appear in auger cuttings at approximately 23 1/2 feet below existing grade 705 25 End of boring at approximately 25 feet below existing grade. Latitude: 41.7997 Completion Depth: 25.0 ft Sample Types: Pressuremeter Longitude: -88.1554 Date Boring Started: 8/10/22 Auger Cutting Shelby Tube Drill Rig: Geoprobe 7822DT Date Boring Completed: 8/10/22 Remarks: Offset 5 ft. East due to tree branch Split-Spoon Grab Sample Logged By: P.P. Log Entry: P. Patel Rock Core No Recovery **Drilling Contractor:** Rubino Engineering, Inc. Checked By:

The stratification lines represent approximate boundaries. The transition may be gnaduals

***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.



Telephone: 847-931-1555 Fax: 847-931-1560

LOG OF BORING B-07

Sheet 1 of 1

WATER LEVELS*** Drilling Method: 3 1/4 Hollow Stem Auger Rubino Job No.: G22 148 Sampling Method: Split Spoon Project: Proposed Townhomes & STEM Academy While Drilling N/A Hammer Type: Automatic Location: SWC Diehl Road and Mill Street ▼ Upon Completion N/A Boring Location: Townhome #7 City, State: Naperville, Illinois Delay N/A Client: Vrutthi LLC & Brio Estates LLC Station: N/A STANDARD PENETRATION Blows per 6-inch Offset: N/A JSCS Classification TEST DATA Recovery (inches) Elevation (feet) Sample Type Depth, (feet) Graphic Log Sample No. % ы Moisture Moisture, MATERIAL DESCRIPTION Additional + LL Remarks SPT STRENGTH, tsf Qu (Rimac) **Qp/Qr Surface Elev.: 731 ft Approximately 14 inches of TOPSOIL: dark brown silty clay with organic matter 730 1 10 3-4-4 N=8 20 \times Qp=4.5 tsf Very stiff, brown and gray silty CLAY, trace sand and gravel 2 7-8-12 12 >>> CL N=20 17 Qp=4.5 tsf 5 725 3 7-7-10 18 >>> Stiff to very stiff, brown silty CLAY, trace sand N=17 and gravel 17 Qp=4.5 tsf 18 CL 4-5-7 4 N=12 22 Qp=4.0 tsf 10 Rig chatter starts at approximately 10 1/2 feet 5 below existing grade 15-11-10 720 12 Medium dense to dense, brown gravelly SAND N=21 3 \times 9-9-7 6 14 Gravel size increases to coarse gravel and N=16 cobbles at approximately 13 1/2 feet below 8 \times existing grade 15 715 SP 7 6 15-11-10 X 4 N=21 20 710 19-17-14 8 12 N = 31 \times 25 End of boring at approximately 25 feet below existing grade. Latitude: 41.7994 Completion Depth: 25.0 ft Sample Types: Pressuremeter Longitude: -88.1568 8/8/22 Date Boring Started: Auger Cutting Shelby Tube Drill Rig: Geoprobe 7822DT 8/9/22 Date Boring Completed: Remarks: Split-Spoon Grab Sample Logged By: J.W. Log Entry: P. Patel Rock Core No Recovery **Drilling Contractor:** Rubino Engineering, Inc. Checked By:

The stratification lines represent approximate boundaries. The transition may be gnaduals

***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.



Telephone: 847-931-1555 Fax: 847-931-1560

LOG OF BORING B-12

Sheet 1 of 1

WATER LEVELS*** **Drilling Method:** 3 1/4 Hollow Stem Auger Rubino Job No.: G22 148 Sampling Method: Split Spoon Project: Proposed Townhomes & STEM Academy While Drilling N/A Hammer Type: Automatic Location: SWC Diehl Road and Mill Street ▼ Upon Completion N/A Boring Location: Townhome #12 City, State: Naperville, Illinois Delay N/A Client: Vrutthi LLC & Brio Estates LLC Station: N/A STANDARD PENETRATION Blows per 6-inch Offset: N/A TEST DATA JSCS Classification Recovery (inches) Elevation (feet) Sample Type Depth, (feet) Graphic Log Sample No. % Moisture Moisture, MATERIAL DESCRIPTION Additional • LL Remarks SPT STRENGTH, tsf Qu (Rimac) **Qp/Qr Surface Elev.: 730 ft Approximately 2 inches of TOPSOIL: dark brown silty clay with organic matter 10 4-8-14 0 Very stiff, brown HIGH PLASTICITY SILTY Qp=4.5 tsf N=22 21 CLAY, trace sand and gravel CH 1 = 54PL = 28 2 5-6-9 12 Stiff, brown silty CLAY, trace sand and gravel N=15 15 Qp=4.5 tsf 725 CL 3 12 5-6-8 N = 14Stiff, light brown SILT, trace sand and gravel 17 Qp=3.0 tsf ML 16 X 7-16-10 10 4 Medium dense to dense, brown gravelly SAND N=26 5 X 720-10 Rig chatter starts at approximately 10 feet below existing grade 10-18-9 5 12 N=27 4 X 6 12 25-19-10 N=29 4 \times 715-15 SP 7 19-22-23 18 Potential cobbles / boulders at approximately 18 N=45 1/2 feet below existing grade 5 X 710-20 10-9-8 8 12 Medium dense, brown fine grain sand, trace N = 17SP \times 705 25 End of boring at approximately 25 feet below existing grade. Latitude: 41.7987 Completion Depth: 25.0 ft Sample Types: Pressuremeter Longitude: -88.1564 8/8/22 Date Boring Started: Auger Cutting Shelby Tube Drill Rig: Geoprobe 7822DT 8/8/22 Date Boring Completed: Remarks: Split-Spoon Grab Sample Logged By: J.W. Log Entry: P. Patel Rock Core No Recovery **Drilling Contractor:** Rubino Engineering, Inc. Checked By:

The stratification lines represent approximate boundaries. The transition may be gnaduals

***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.



Telephone: 847-931-1555 Fax: 847-931-1560

LOG OF BORING B-16

Sheet 1 of 1

WATER LEVELS*** Drilling Method: 3 1/4 Hollow Stem Auger Rubino Job No.: G22 148 Sampling Method: Split Spoon Project: Proposed Townhomes & STEM Academy While Drilling N/A Hammer Type: Automatic Location: SWC Diehl Road and Mill Street ▼ Upon Completion N/A Boring Location: Townhome #16 City, State: Naperville, Illinois Delay N/A Client: Vrutthi LLC & Brio Estates LLC Station: N/A STANDARD PENETRATION Blows per 6-inch Offset: N/A TEST DATA JSCS Classification Recovery (inches) Elevation (feet) Sample Type Depth, (feet) Graphic Log Sample No. % ы Moisture Moisture, MATERIAL DESCRIPTION Additional • LL Remarks SPT STRENGTH, tsf Qu (Rimac) **Qp/Qr Surface Elev.: 732 ft Approximately 12 inches of TOPSOIL: dark brown silty clay with organic matter 6 5-5-6 Stiff, brown silty CLAY, trace sand and gravel N=11 20 X 730 CL 6-6-6 2 10 Stiff, light brown SILT with fine grain sand, trace N=12 9 gravel ML 3 12 3-3-5 >>> Stiff, brown silty CLAY with interspersed N=8 medium grain sand lenses of 1 inch, trace gravel 20 Qp=4.5 tsf 725 CI 10 18-16-21 4 Dense to very dense, light brown gravelly SAND N = 37Potential cobbles / boulders 4 X 10 Rig chatter starts at approximately 10 feet below 5 0 existing grade 50/2-->>@ 720 6 13 19-22-25 N=47 4 \times 15 SP 715 7 22-21-19 14 Increase in gravel proportion at approximately 18 N=40 1/2 feet below existing grade 3 X 20 710 23-33-25 8 >>@ 12 Cobbles appear in auger cuttings at N=58 approximately 23 1/2 feet below existing grade \times 25 End of boring at approximately 25 feet below existing grade. Latitude: 41.7988 Completion Depth: 25.0 ft Sample Types: Pressuremeter Longitude: -88.1551 Date Boring Started: 8/10/22 Auger Cutting Shelby Tube Drill Rig: Geoprobe 7822DT Date Boring Completed: 8/10/22 Remarks: Offset 3 ft. West due to tree branch Split-Spoon **Grab Sample** Logged By: P.P. Log Entry: P. Patel Rock Core No Recovery **Drilling Contractor:** Rubino Engineering, Inc. Checked By:

The stratification lines represent approximate boundaries. The transition may be gnaduals

***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.



Telephone: 847-931-1555 Fax: 847-931-1560

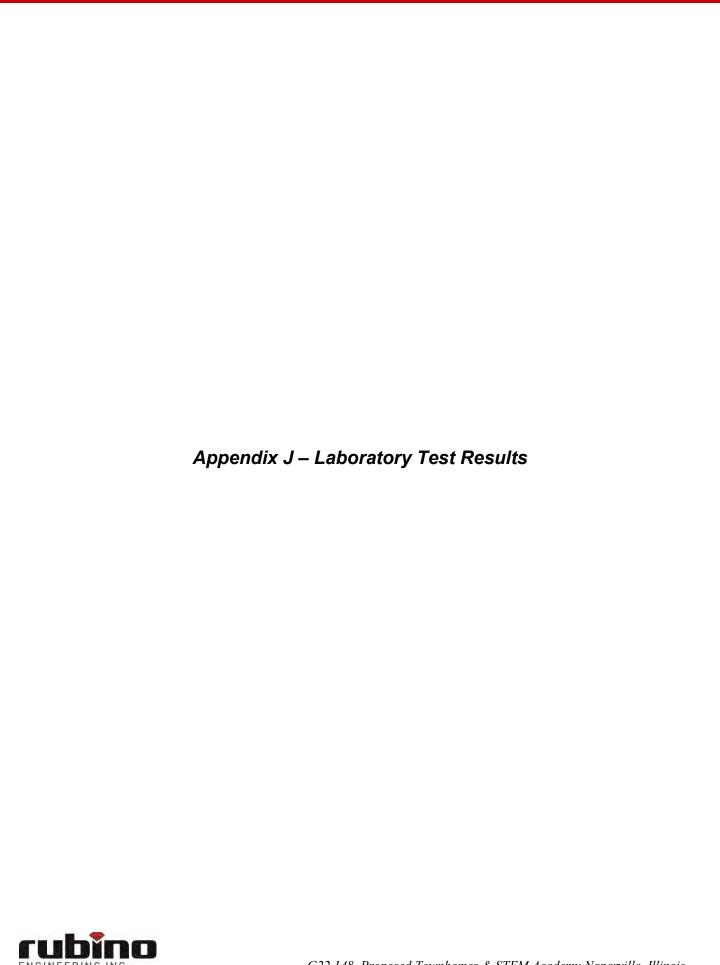
LOG OF BORING B-19

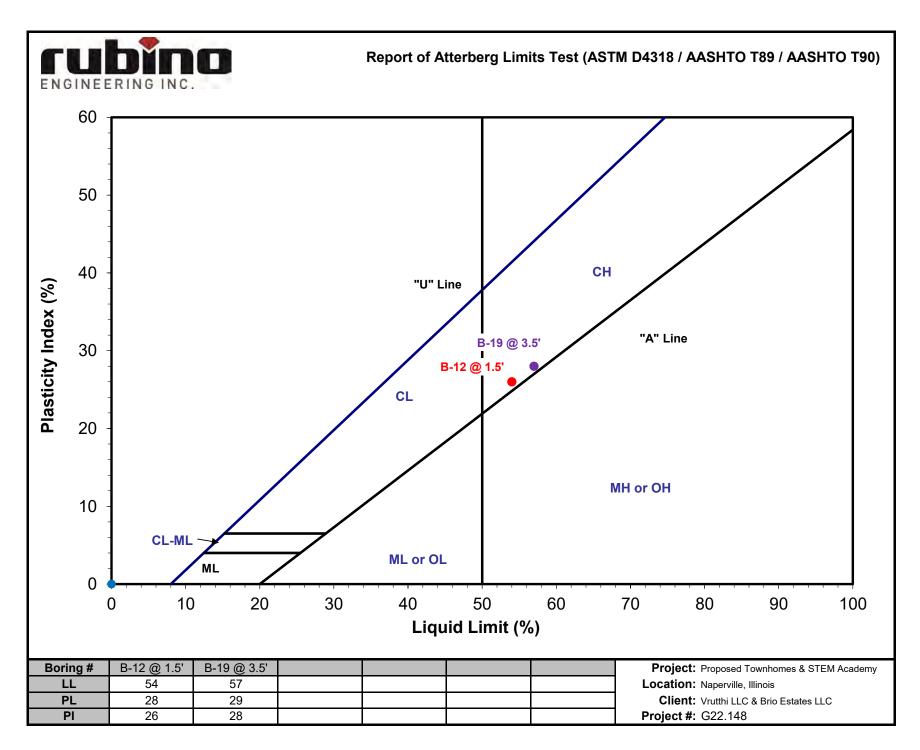
Sheet 1 of 1

WATER LEVELS*** **Drilling Method:** 3 1/4 Hollow Stem Auger Rubino Job No.: G22 148 Sampling Method: Split Spoon Project: Proposed Townhomes & STEM Academy While Drilling N/A Hammer Type: Automatic Location: SWC Diehl Road and Mill Street ▼ Upon Completion N/A Boring Location: STEM Academy City, State: Naperville, Illinois Delay Northwest corner N/A Client: Vrutthi LLC & Brio Estates LLC Station: N/A STANDARD PENETRATION Offset: N/A Blows per 6-inch TEST DATA JSCS Classification Recovery (inches) Elevation (feet) Sample Type Depth, (feet) Graphic Log Sample No. ы Moisture Moisture, MATERIAL DESCRIPTION Additional + LL Remarks SPT STRENGTH, tsf Qu (Rimac) **Qp/Qr Surface Elev.: 731 ft Approximately 12 inches of TOPSOIL: dark brown silty clay with organic matter 730 1 16 7-5-6 Stiff, dark brown to black silty CLAY, trace sand, N=11 19 \times Qp=4.0 tsf gravel, and organics 4% Organic content CL 4-5-5 * 2 12 N=10 Stiff, brown and gray HIGH PLASTICITY SILTY Qp=3.5 tsf CLAY, trace sand and gravel LL = 57 СН 27 PL = 29 2% Organic content 725 3 6 4-6-5 Stiff, light brown silty CLAY, trace sand and N=11 gravel Qp=3.0 tsf 17 X CL 12 5-5-6 * 4 18 N = 11Qp=3.3 tsf 10 Dense to very dense, brown gravelly SAND Potential cobbles / boulders 5 720 0 50/2--No recovery at 11 feet, observation from auger Rig chatter starts at approximately 10 feet below existing grade 48-20-18 6 12 N=38 X 3 SP 15 715 7 6 40-50/1->>@ 3 X End of boring at 19 feet, 2 inches below existing grade due to auger refusal. 20 710 25 Latitude: 41.8007 Completion Depth: 25.0 ft Sample Types: Pressuremeter Longitude: -88.1566 8/9/22 Date Boring Started: Auger Cutting Shelby Tube Drill Rig: Geoprobe 7822DT 8/9/22 Date Boring Completed: Remarks: Offset 10 ft. North due to tree branch Split-Spoon Grab Sample Logged By: J.W. Log Entry: P. Patel Rock Core No Recovery **Drilling Contractor:** Rubino Engineering, Inc. Checked By:

The stratification lines represent approximate boundaries. The transition may be gnaduals

***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.





SOIL PERMEABILITY RATES

Soil Separate	Particle size Diameter (mm)	Permeability	Permeability Rate/ Percolation Rate (inches/hour)	Permea bility (gal/day/ft ² soil area)
Clay	Below 0,002	Very slow	Less than 0.05	0.025
Silt	0.05-0.002	Slow	0.05-0.2	0.5
Very fine sand	0.10-0.05	Moderately slow	0.2-0.8	50
Fine sand	0.25-0.10	Moderate	0.8-2.5	100
Medium sand	0.5-0.25	Mode rately rapid	2.5-5.0	250
Coarse sand	1.0-0.5	Rapid	5.0-10.0	2500
Very coarse sand	2.0-1.0	Very rapid	10.0 and over	>2500

EXHIBIT D

EXISTING CONDITION
ONSITE AND OFFSITE
CATCHMENT EXHIBIT

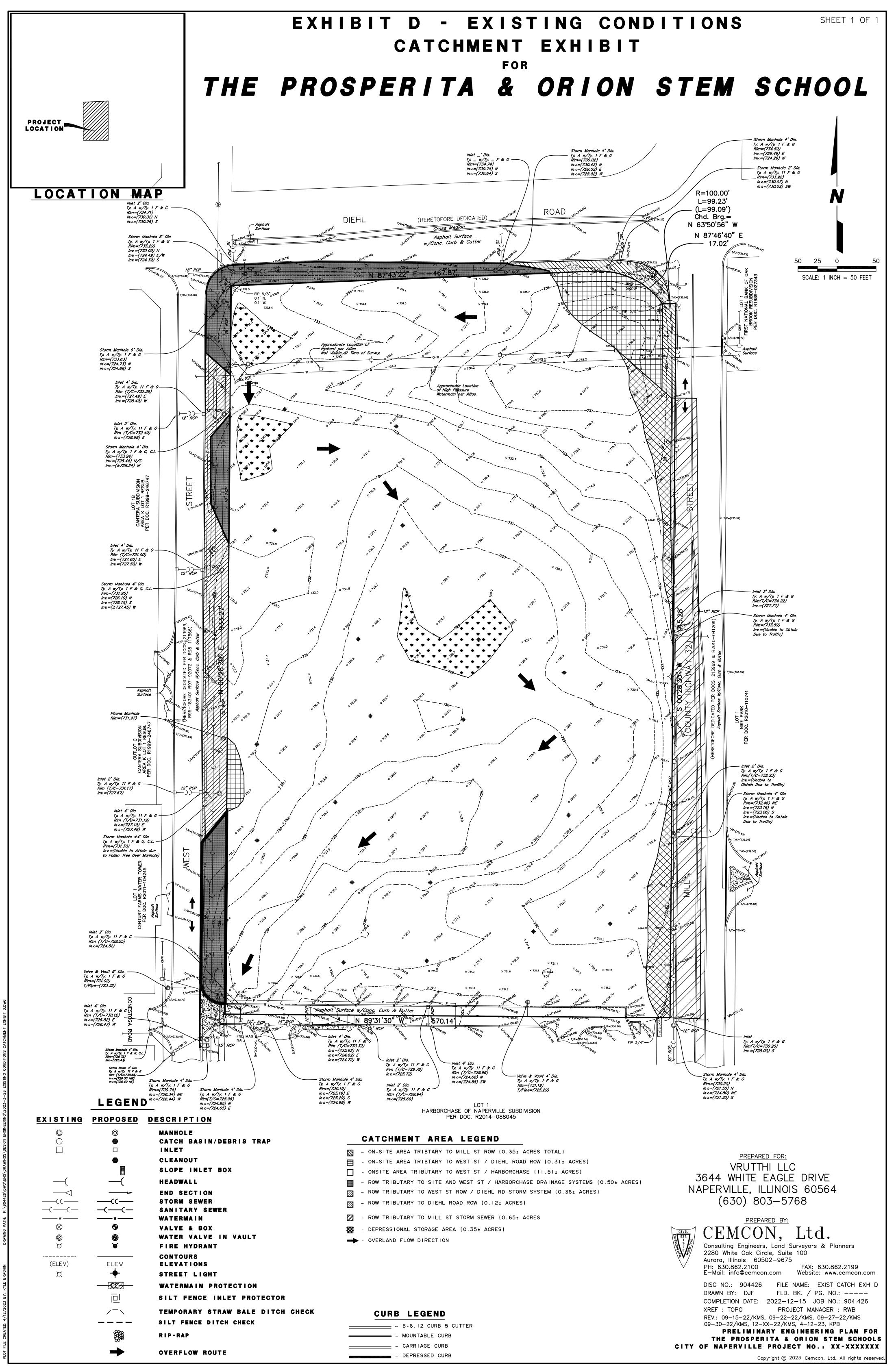
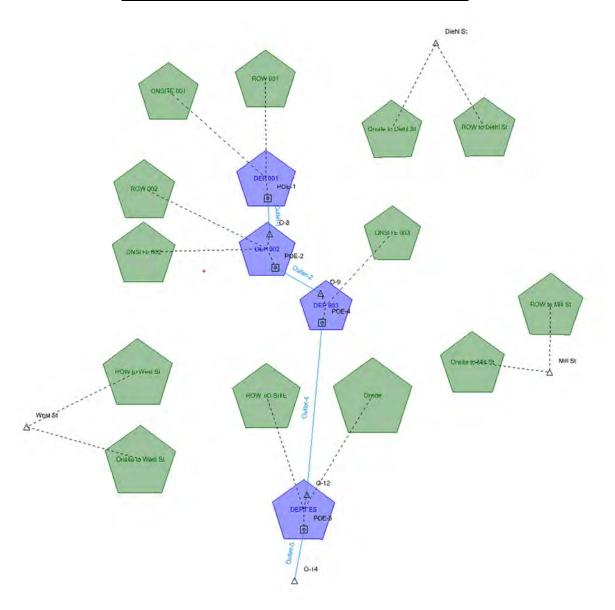


EXHIBIT E

EXISTING CONDITION PONDPACK
FLOOD ROUTING MODEL FOR EACH
CATCHMENT BASED ON CN & TC

(REVISED)

EXISTING CONDITION PONDPACK SCHEMATIC



Scenario Summary							
ID	42						
Label	2 YR - 24 HR						
Notes							
Active Topology	Base Active Top	Base Active Topology					
Hydrology	Base Hydrology						
Rainfall Runoff	2 YR - 24 HR						
Physical	Base Physical						
Initial Condition	Base Initial Con-	dition					
Boundary Condition	Base Boundary	Condition					
Infiltration and Inflow	Base Infiltration	and Inflow					
Output	Base Output						
User Data Extensions	Base User Data Extensions						
PondPack Engine Calculation Options	24 HR						
Output Summary							
Output Increment	0.010 hours	Duration	48.000 hours				
Rainfall Summary							
Return Event Tag	2	Rainfall Type	Time-Depth				
Total Daville	22:-	,,	Curve				
Total Depth	3.3 in	Storm Event	2YR-24HR				
ICPM Output Summary	_						
Target Convergence	0.00 ft ³ /s	ICPM Time Step	0.010 hours				
Maximum Iterations	35						

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
DEP 001 (IN)	2 YR - 24 HR	2	None	0.199	16.990	0.33	(N/A)	(N/A)
DEP 001 (OUT)	2 YR - 24 HR	2	None	0.103	17.030	0.33	733.11	0.098
DEP 002 (IN)	2 YR - 24 HR	2	None	0.205	17.010	0.49	(N/A)	(N/A)
DEP 002 (OUT)	2 YR - 24 HR	2	None	0.136	17.160	0.46	731.54	0.074
DEP 003 (IN)	2 YR - 24 HR	2	None	0.592	17.040	1.18	(N/A)	(N/A)
DEP 003 (OUT)	2 YR - 24 HR	2	None	0.531	17.160	1.11	729.33	0.094
DEP FES (IN)	2 YR - 24 HR	2	None	1.031	17.060	1.89	(N/A)	(N/A)
DEP FES (OUT)	2 YR - 24 HR	2	None	0.995	17.290	1.78	727.87	0.060

Bentley Systems, Inc. Haestad Methods Solution Center 27 Siemon Company Drive Suite 200 W Watertown, CT 06795 USA +1-203-755-1666

Bentley PondPack V8i [08.11.01.56] Page 1 of 3

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
Diehl St	2 YR - 24 HR	2	None	0.042	16.990	0.07	(N/A)	(N/A)
Mill St	2 YR - 24 HR	2	None	0.208	16.010	0.26	(N/A)	(N/A)
O-14	2 YR - 24 HR	2	None	0.995	17.290	1.78	(N/A)	(N/A)
ONSITE 001	2 YR - 24 HR	2	None	0.168	16.990	0.28	(N/A)	(N/A)
ONSITE 002	2 YR - 24 HR	2	None	0.094	16.990	0.16	(N/A)	(N/A)
ONSITE 003	2 YR - 24 HR	2	None	0.456	16.990	0.76	(N/A)	(N/A)
Onsite	2 YR - 24 HR	2	None	0.481	17.000	0.80	(N/A)	(N/A)
Onsite to Diehl St	2 YR - 24 HR	2	None	0.028	16.990	0.05	(N/A)	(N/A)
Onsite to Mill St	2 YR - 24 HR	2	None	0.040	16.990	0.06	(N/A)	(N/A)
Onsite to West St	2 YR - 24 HR	2	None	0.004	16.990	0.01	(N/A)	(N/A)
ROW 001	2 YR - 24 HR	2	None	0.031	16.990	0.05	(N/A)	(N/A)
ROW 002	2 YR - 24 HR	2	None	0.008	16.990	0.01	(N/A)	(N/A)
ROW TO SITE	2 YR - 24 HR	2	None	0.018	16.990	0.03	(N/A)	(N/A)
ROW to Diehl St	2 YR - 24 HR	2	None	0.014	16.990	0.02	(N/A)	(N/A)
ROW to Mill St	2 YR - 24 HR	2	None	0.168	15.000	0.19	(N/A)	(N/A)
ROW to West St	2 YR - 24 HR	2	None	0.041	16.990	0.07	(N/A)	(N/A)
West St	2 YR - 24 HR	2	None	0.045	16.990	0.07	(N/A)	(N/A)

Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-1	Pond Outlet	Upstream	0.199	16.990	0.33	DEP 001	Pond Inflow
Outlet-1	Pond Outlet	Outflow	0.103	17.030	0.33	DEP 001	Pond Outflow
Outlet-1	Pond Outlet	Link	0.103	17.030	0.33		1
Outlet-1	Pond Outlet	Downstream	0.205	17.010	0.49	DEP 002	
Outlet-2	Pond Outlet	Upstream	0.205	17.010	0.49	DEP 002	Pond Inflow

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Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-2	Pond Outlet	Outflow	0.136	17.160	0.46	DEP 002	Pond Outflow
Outlet-2	Pond Outlet	Link	0.136	17.160	0.46		
Outlet-2	Pond Outlet	Downstream	0.592	17.040	1.18	DEP 003	
Outlet-4	Pond Outlet	Upstream	0.592	17.040	1.18	DEP 003	Pond Inflow
Outlet-4	Pond Outlet	Outflow	0.531	17.160	1.11	DEP 003	Pond Outflow
Outlet-4	Pond Outlet	Link	0.531	17.160	1.11		
Outlet-4	Pond Outlet	Downstream	1.031	17.060	1.89	DEP FES	
Outlet-5	Pond Outlet	Upstream	1.031	17.060	1.89	DEP FES	Pond Inflow
Outlet-5	Pond Outlet	Outflow	0.995	17.290	1.78	DEP FES	Pond Outflow
Outlet-5	Pond Outlet	Link	0.995	17.290	1.78		
Outlet-5	Pond Outlet	Downstream	0.995	17.290	1.78	0-14	

Messages

Message Id	6
Scenario	(N/A)
Element Type	(N/A)
Element Id	-2
Label	(N/A)
Time	(N/A)
Message	There are user notifications available. Double-click this message to load these messages.
Source	Project File

Scenario Summary								
ID	1							
Label	100 YR - 24 HR							
Notes								
Active Topology	Base Active Top	Base Active Topology						
Hydrology	Base Hydrology							
Rainfall Runoff	100 YR - 24 HR							
Physical	Base Physical							
Initial Condition	Base Initial Con	dition						
Boundary Condition	Base Boundary	Condition						
Infiltration and Inflow	Base Infiltration	and Inflow						
Output	Base Output							
User Data Extensions	Base User Data	Extensions						
PondPack Engine Calculation Options	24 HR							
Output Summary								
Output Increment	0.010 hours	Duration	48.000 hours					
Rainfall Summary								
Return Event Tag	100	Rainfall Type	Time-Depth Curve					
Total Depth	8.6 in	Storm Event	100YR-24HR					
ICPM Output Summary								
Target Convergence	0.00 ft ³ /s	ICPM Time Step	0.010 hours					
Maximum Iterations	35	•						

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
DEP 001 (IN)	100 YR - 24 HR	100	None	0.895	16.010	1.24	(N/A)	(N/A)
DEP 001 (OUT)	100 YR - 24 HR	100	None	0.799	16.040	1.24	733.15	0.105
DEP 002 (IN)	100 YR - 24 HR	100	None	1.260	16.010	1.88	(N/A)	(N/A)
DEP 002 (OUT)	100 YR - 24 HR	100	None	1.191	16.040	1.88	731.62	0.083
DEP 003 (IN)	100 YR - 24 HR	100	None	3.264	16.010	4.77	(N/A)	(N/A)
DEP 003 (OUT)	100 YR - 24 HR	100	None	3.203	16.040	4.76	729.44	0.123
DEP FES (IN)	100 YR - 24 HR	100	None	5.468	16.020	7.91	(N/A)	(N/A)
DEP FES (OUT)	100 YR - 24 HR	100	None	5.432	17.110	7.24	729.12	0.494

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Existing.ppc 4/10/2023

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
Diehl St	100 YR - 24 HR	100	None	0.187	16.010	0.26	(N/A)	(N/A)
Mill St	100 YR - 24 HR	100	None	0.624	15.990	0.73	(N/A)	(N/A)
0-14	100 YR - 24 HR	100	None	5.432	17.110	7.24	(N/A)	(N/A)
ONSITE 001	100 YR - 24 HR	100	None	0.762	16.010	1.06	(N/A)	(N/A)
ONSITE 002	100 YR - 24 HR	100	None	0.426	16.010	0.59	(N/A)	(N/A)
ONSITE 003	100 YR - 24 HR	100	None	2.073	16.010	2.89	(N/A)	(N/A)
Onsite	100 YR - 24 HR	100	None	2.187	16.000	3.05	(N/A)	(N/A)
Onsite to Diehl St	100 YR - 24 HR	100	None	0.128	16.010	0.18	(N/A)	(N/A)
Onsite to Mill St	100 YR - 24 HR	100	None	0.173	16.010	0.24	(N/A)	(N/A)
Onsite to West St	100 YR - 24 HR	100	None	0.019	16.010	0.03	(N/A)	(N/A)
ROW 001	100 YR - 24 HR	100	None	0.133	16.010	0.18	(N/A)	(N/A)
ROW 002	100 YR - 24 HR	100	None	0.035	16.010	0.05	(N/A)	(N/A)
ROW TO SITE	100 YR - 24 HR	100	None	0.079	16.010	0.11	(N/A)	(N/A)
ROW to Diehl St	100 YR - 24 HR	100	None	0.059	16.010	0.08	(N/A)	(N/A)
ROW to Mill St	100 YR - 24 HR	100	None	0.451	14.990	0.50	(N/A)	(N/A)
ROW to West St	100 YR - 24 HR	100	None	0.178	16.010	0.24	(N/A)	(N/A)
West St	100 YR - 24 HR	100	None	0.197	16.010	0.27	(N/A)	(N/A)

Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-1	Pond Outlet	Upstream	0.895	16.010	1.24	DEP 001	Pond Inflow
Outlet-1	Pond Outlet	Outflow	0.799	16.040	1.24	DEP 001	Pond Outflow
Outlet-1	Pond Outlet	Link	0.799	16.040	1.24		
Outlet-1	Pond Outlet	Downstream	1.260	16.010	1.88	DEP 002	
Outlet-2	Pond Outlet	Upstream	1.260	16.010	1.88	DEP 002	Pond Inflow

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Executive Summary (Links)

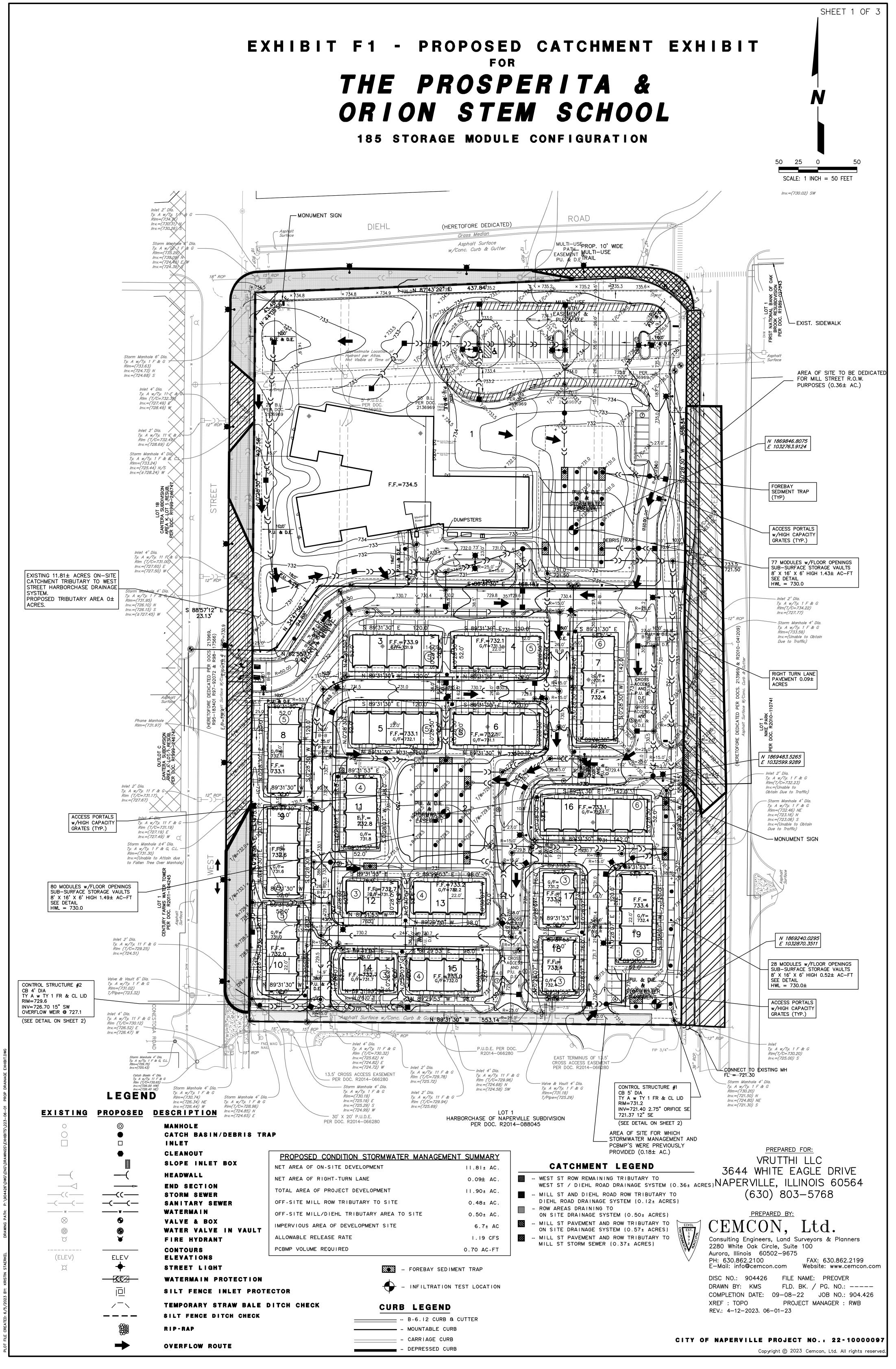
Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-2	Pond Outlet	Outflow	1.191	16.040	1.88	DEP 002	Pond Outflow
Outlet-2	Pond Outlet	Link	1.191	16.040	1.88		
Outlet-2	Pond Outlet	Downstream	3.264	16.010	4.77	DEP 003	
Outlet-4	Pond Outlet	Upstream	3.264	16.010	4.77	DEP 003	Pond Inflow
Outlet-4	Pond Outlet	Outflow	3.203	16.040	4.76	DEP 003	Pond Outflow
Outlet-4	Pond Outlet	Link	3.203	16.040	4.76		
Outlet-4	Pond Outlet	Downstream	5.468	16.020	7.91	DEP FES	
Outlet-5	Pond Outlet	Upstream	5.468	16.020	7.91	DEP FES	Pond Inflow
Outlet-5	Pond Outlet	Outflow	5.432	17.110	7.24	DEP FES	Pond Outflow
Outlet-5	Pond Outlet	Link	5.432	17.110	7.24		
Outlet-5	Pond Outlet	Downstream	5.432	17.110	7.24	O-14	

Messages

Message Id	6
Scenario	(N/A)
Element Type	(N/A)
Element Id	-2
Label	(N/A)
Time	(N/A)
Message	There are user notifications available. Double-click this message to load these messages.
Source	Project File

APPENDIX F

PROPOSED CONDITION ONSITE AND
OFFSITE CATCHMENT EXHIBIT AND
STORMWATER MANAGEMENT
SUMMARY AND DETAIL SHEETS
1, 2, & 3



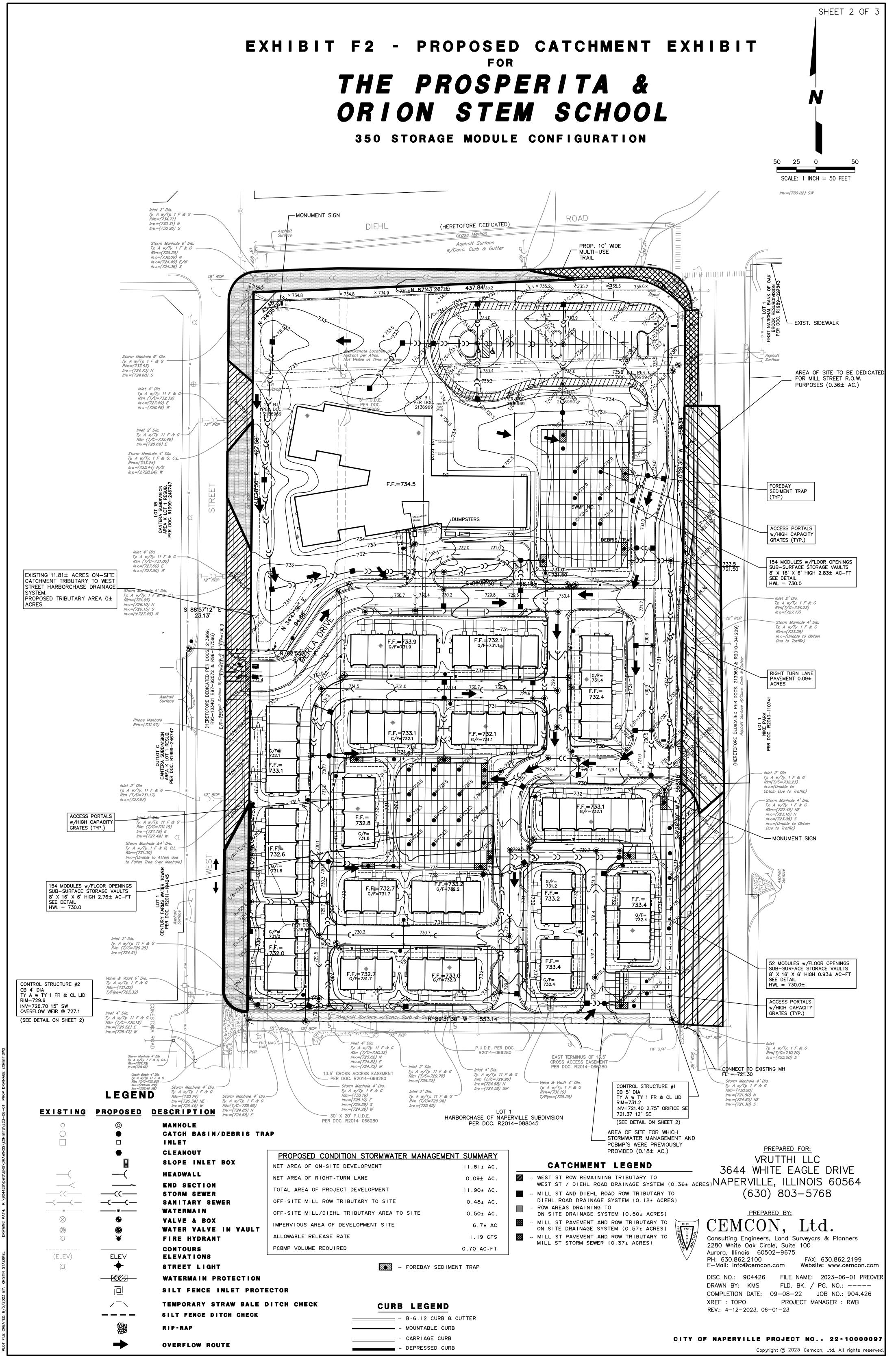
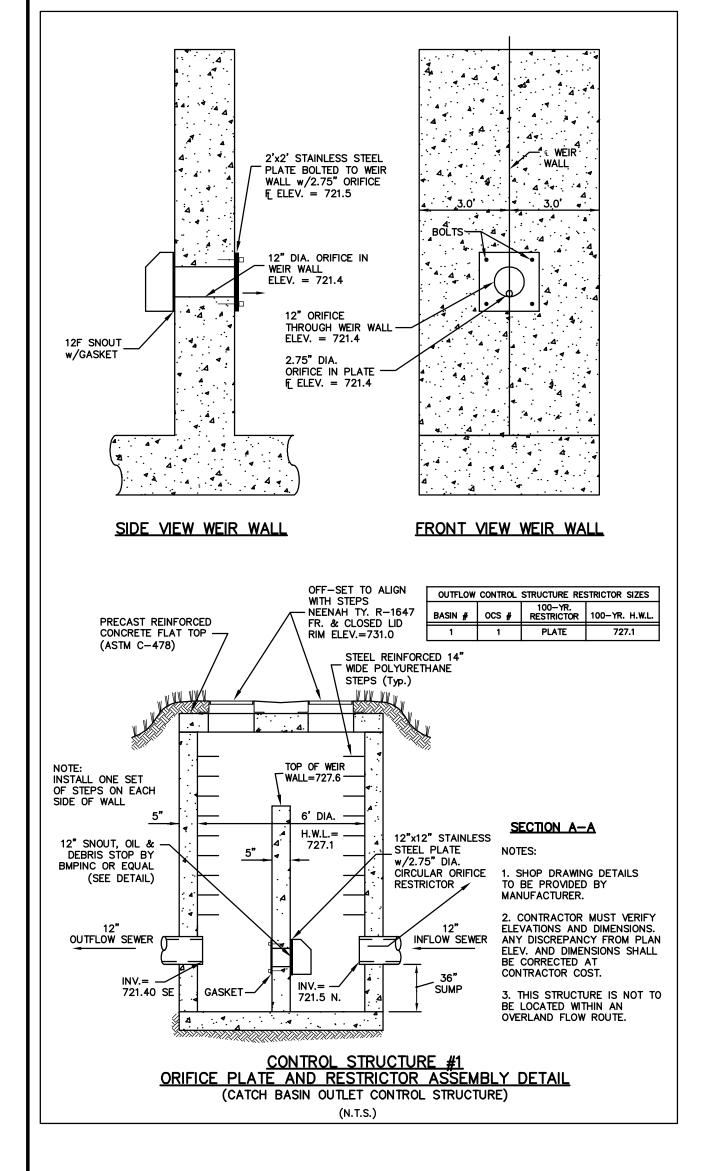
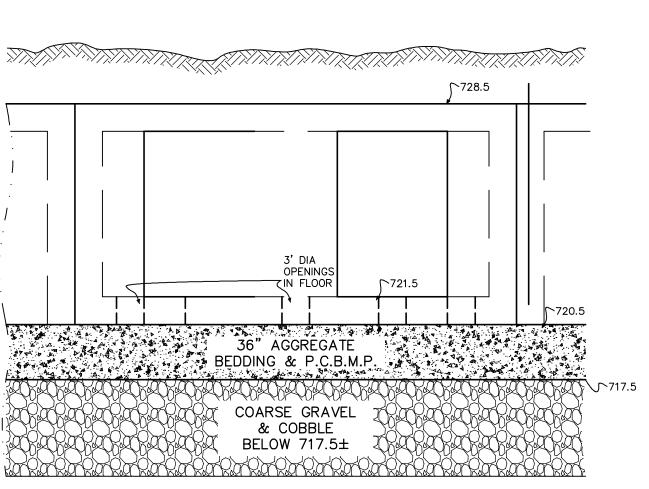


EXHIBIT F1 & 2 - PROPOSED CATCHMENT EXHIBIT DETAILS

THE PROSPERITA & ORION STEM SCHOOL





TYPICAL SECTION

SUB-SURFACE STORAGE MODULES

w/INFILTRATION HOLES

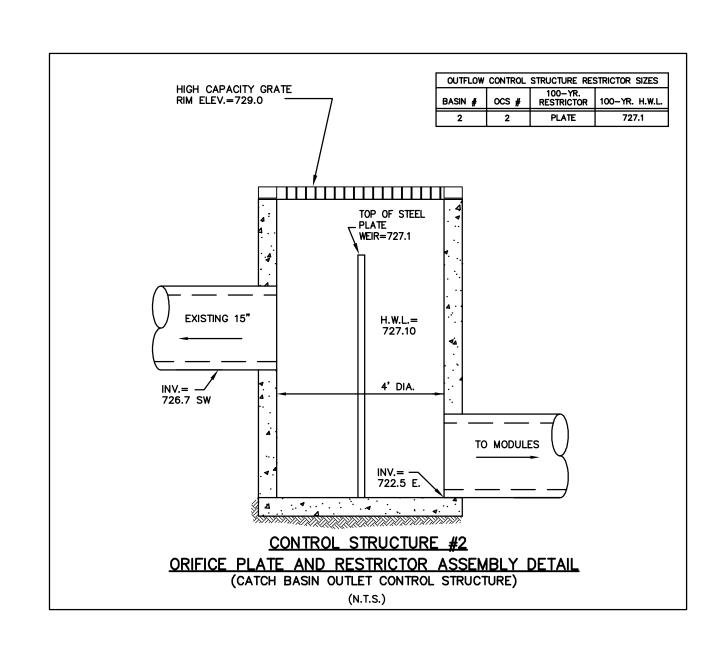
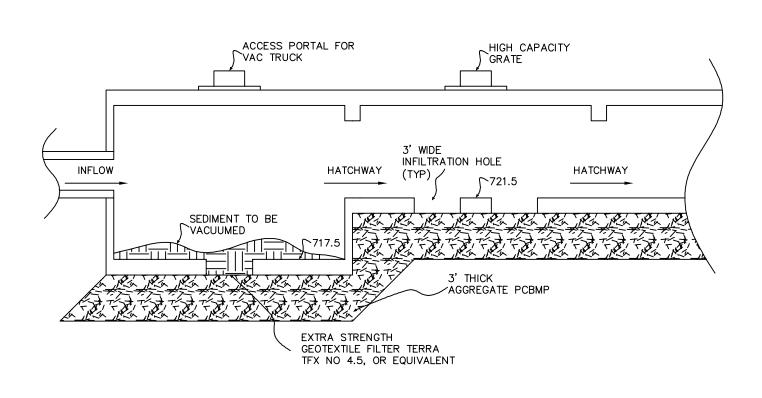




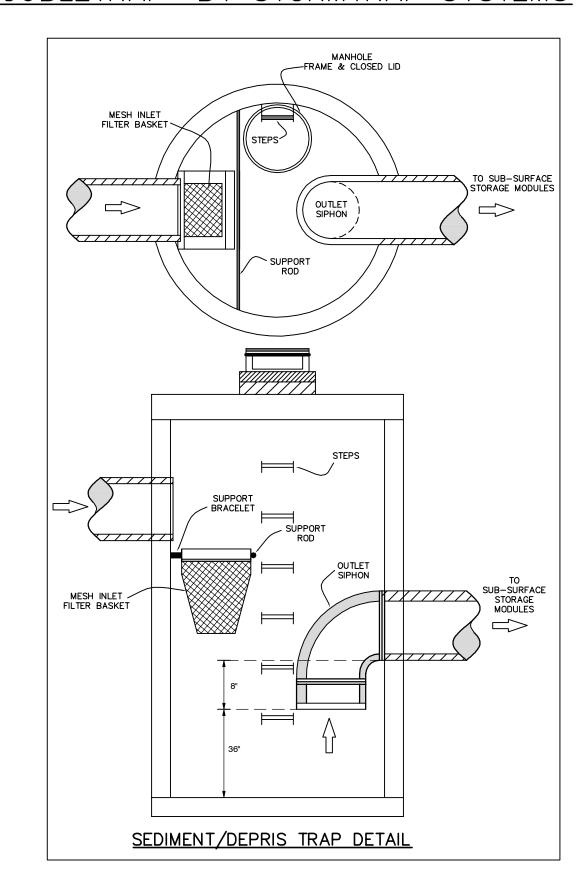
ILLUSTRATION OF SUB-SURFACE
INFILTRATION VAULT
BY STORMCAPTURE SYSTEMS



CROSS—SECTION OF FOREBAY
SEDIMENT TRAP



<u>ILLUSTRATION OF SUB-SURFACE VAULT</u>
"DOUBLETRAP" BY STORMTRAP SYSTEMS



VRUTTHI LLC
3644 WHITE EAGLE DRIVE
NAPERVILLE, ILLINOIS 60564
(630) 803-5768



PREPARED BY:

CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners

2280 White Oak Circle, Suite 100

Aurora, Illinois 60502-9675
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DISC NO.: 904426 FILE NAME: PREOVER

DRAWN BY: KMS FLD. BK. / PG. NO.: ---
COMPLETION DATE: 09-08-22 JOB NO.: 904.426

XREF: TOPO PROJECT MANAGER: RWB

REV.: 4-12-2023, 06-01-23

CITY OF NAPERVILLE PROJECT NO. . 22-10000097

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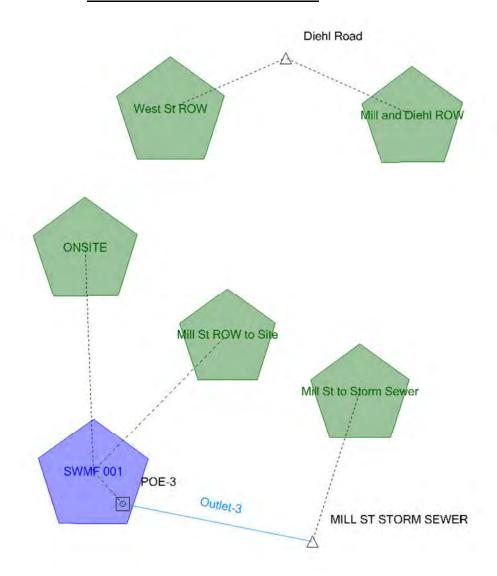
APPENDIX G

PROPOSED CONDITION COLLECTIVE
EXHIBIT OF FLOW CHARTS,
PONDPACK SUMMARIES AND
EXECUTIVE SUMMARY, OVERLAND
FLOOD ROUTE EXHIBIT AND
FLOWMASTER COMPUTATIONS
(SPECIFIC FLOOD ROUTING MODELS
AVAILABLE UPON REQUEST)

EXHIBIT G - Proposed Pondpack Model Output Summary

			2 Year 24 Hr (cfs)				100 Year 24 hour (cfs)			
					West St /	West St to			West St /	West St to
			Mill St	Diehl Rd	Conestoga Rd	Diehl Rd	Mill St	Diehl Rd	Conestoga Rd	Diehl Rd
Exist			0.26	0.07	1.89	0.07	0.73	0.26	7.91	0.27
			0.71							
Run 1	Outlets Infiltration Modules	1 N/A 350	0.51	0.09	0.00	0.07	1.27	0.32	0.00	0.25
	Diehl/West ROW	No	HWL	722.74	1		HWL	727.49	1	
	Other	N/A	Total Release	0.49			Total Release	1.14		
Run 2	Outlets	2	0.26	0.09	0.00	0.07	0.69	0.32	1.72	0.25
Null 2	Infiltration Modules	N/A 350	0.20	0.09	0.00	0.07	0.03	0.32	1.72	0.23
	Diehl/West ROW	No	HWL	722.92	1		HWL	727.48		
	Other	N/A	Total Release	0.23			Total Release	2.21		
Run 3	Outlets	1	0.10	0.09	0.00	0.07	0.71	0.32	0.00	0.25
	Infiltration Modules	4.25 CFS 350								
	Diehl/West ROW	No	HWL	721.50			HWL	722.85	ĺ	
	Other	N/A	Total Release	0.00			Total Release	0.51		
Run 4	Outlets	2	0.10	0.09	0.00	0.07	0.46	0.32	0.00	0.25
	Infiltration Modules	4.25 CFS 350								
	Diehl/West ROW	No	HWL	721.50	1		HWL	722.93	1	
	Other	N/A	Total Release	0.00			Total Release	0.23		
Run 5	Outlets	2	0.10	0.09	0.00	0.07	0.67	0.32	0.55	0.25
	Infiltration	2.27 CFS	0.10	0.05	0.00	0.07		0.02	0.55	0.25
	Modules	185								
	Diehl/West ROW	No	HWL	721.50	1		HWL	727.10]	
	Other	OCS #2 Weir Plate at 727.1	Total Release	0.00			Total Release	1.01		
Run 6	Outlets	2	0.10	0.09	0.00	0.07	0.70	0.32	2.59	0.25
Kull 6	Infiltration Modules	2.27 CFS 185	0.10	0.09	0.00	0.07	0.70	0.32	2.59	0.25
	Diehl/West ROW	Yes	HWL	721.50	1		HWL	727.60	1	
	Other	OCS #2 Weir Plate at 727.1	Total Release	0.00			Total Release	3.08 CFS		

RUN 1 PONDPACK SCHEMATIC



Scenario Summary		
ID	61	
Label	2 YR - 24 HR	
Notes		
Active Topology	Base Active Topology	
Hydrology	Base Hydrology	
Rainfall Runoff	2 YR - 24 HR	
Physical	Base Physical	
Initial Condition	Base Initial Condition	
Boundary Condition	Base Boundary Condition	
Infiltration and Inflow	Base Infiltration and Inflow	
Output	Base Output	
User Data Extensions	Base User Data Extensions	
PondPack Engine Calculation Options	24 HR	
Output Summary		
Output Increment	0.010 hours Duration	120.000 hours
Rainfall Summary		

2

3.3 in

Executive Summary (Nodes)

Rainfall Type

Storm Event

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
Diehl Road	2 YR - 24 HR	2	None	0.062	16.010	0.10	(N/A)	(N/A)
MILL ST STORM SEWER	2 YR - 24 HR	2	None	1.486	20.020	0.51	(N/A)	(N/A)
Mill St ROW to Site	2 YR - 24 HR	2	None	0.137	15.990	0.17	(N/A)	(N/A)
Mill St to Storm Sewer	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill and Diehl ROW	2 YR - 24 HR	2	None	0.015	16.010	0.02	(N/A)	(N/A)
ONSITE	2 YR - 24 HR	2	None	2.040	16.010	2.91	(N/A)	(N/A)
SWMF 001 (IN)	2 YR - 24 HR	2	None	2.176	16.010	3.07	(N/A)	(N/A)
SWMF 001 (OUT)	2 YR - 24 HR	2	None	1.414	24.050	0.49	722.74	1.851
West St ROW	2 YR - 24 HR	2	None	0.047	16.010	0.07	(N/A)	(N/A)

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Time-Depth

2YR-24HR

Curve

Return Event Tag

Total Depth

Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	2.176	16.010	3.07	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	1.414	24.050	0.49	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	1.414	24.050	0.49		
Outlet-3	Pond Outlet	Downstream	1.486	20.020	0.51	MILL ST STORM SEWER	

Messages

Message Id	67
Scenario	2 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

R - 24 HR
24.10
K - 24 FK
Active Topology
Hydrology
R - 24 HR
Physical
nitial Condition
Boundary Condition
nfiltration and Inflow
Dutput
Jser Data Extensions

Output Summary			
Output Increment	0.010 hours	Duration	120.000 hours
Rainfall Summary			
Return Event Tag	100	Rainfall Type	Time-Depth Curve
Total Depth	8.6 in	Storm Event	100YR-24HR

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
Diehl Road	100 YR - 24 HR	100	None	0.249	16.000	0.33	(N/A)	(N/A)
MILL ST STORM SEWER	100 YR - 24 HR	100	None	6.541	18.010	1.27	(N/A)	(N/A)
Mill St ROW to Site	100 YR - 24 HR	100	None	0.384	15.010	0.44	(N/A)	(N/A)
Mill St to Storm Sewer	100 YR - 24 HR	100	None	0.228	15.990	0.28	(N/A)	(N/A)
Mill and Diehl ROW	100 YR - 24 HR	100	None	0.062	16.010	0.08	(N/A)	(N/A)
ONSITE	100 YR - 24 HR	100	None	6.942	15.990	8.68	(N/A)	(N/A)
SWMF 001 (IN)	100 YR - 24 HR	100	None	7.326	15.990	9.12	(N/A)	(N/A)
SWMF 001 (OUT)	100 YR - 24 HR	100	None	6.314	24.080	1.14	727.49	6.277
West St ROW	100 YR - 24 HR	100	None	0.187	16.000	0.25	(N/A)	(N/A)

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Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	7.326	15.990	9.12	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	6.314	24.080	1.14	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	6.314	24.080	1.14		
Outlet-3	Pond Outlet	Downstream	6.541	18.010	1.27	MILL ST STORM SEWER	

Message Id	67
Scenario	100 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

RUN 2 PONDPACK SCHEMATIC

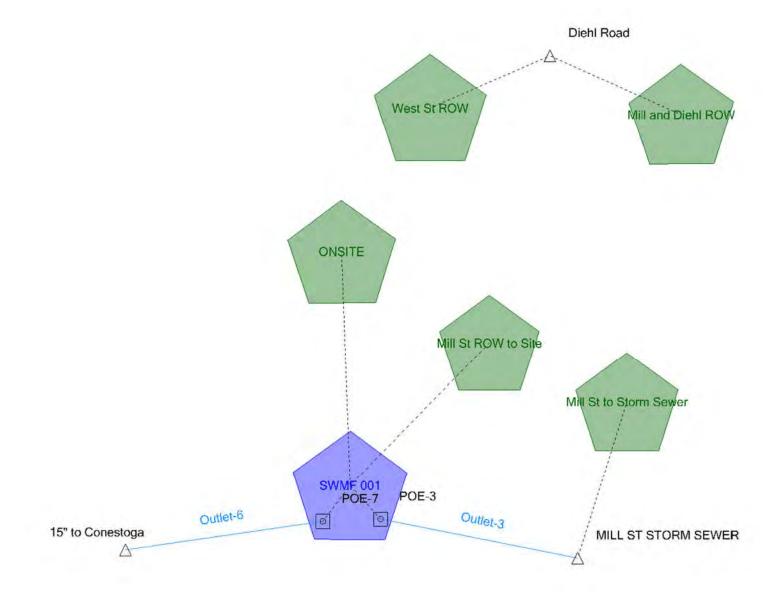


EXHIBIT G

Scenario Summary		
ID	1	
Label	100 YR - 24 HR	
Notes		
Active Topology	Base Active Topology	
Hydrology	Base Hydrology	
Rainfall Runoff	100 YR - 24 HR	
Physical	Base Physical	
Initial Condition	Base Initial Condition	
Boundary Condition	Base Boundary Condition	
Infiltration and Inflow	Base Infiltration and Inflow	
Output	Base Output	
User Data Extensions	Base User Data Extensions	
PondPack Engine Calculation Options	24 HR	
Output Summary		
Output Increment	0.010 hours Duration	120.000 hours

Output Increment	0.010 hours	Duration	120.000 hours	
Rainfall Summary				
Return Event Tag	100	Rainfall Type	Time-Depth Curve	
Total Depth	8.6 in	Storm Event	100YR-24HR	

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
15" to Conestoga	100 YR - 24 HR	100	None	0.960	21.080	1.72	(N/A)	(N/A)
Diehl Road	100 YR - 24 HR	100	None	0.249	16.000	0.33	(N/A)	(N/A)
MILL ST STORM SEWER	100 YR - 24 HR	100	None	3.702	17.010	0.69	(N/A)	(N/A)
Mill St ROW to Site	100 YR - 24 HR	100	None	0.384	15.010	0.44	(N/A)	(N/A)
Mill St to Storm Sewer	100 YR - 24 HR	100	None	0.228	15.990	0.28	(N/A)	(N/A)
Mill and Diehl ROW	100 YR - 24 HR	100	None	0.062	16.010	0.08	(N/A)	(N/A)
ONSITE	100 YR - 24 HR	100	None	6.942	15.990	8.68	(N/A)	(N/A)
SWMF 001 (IN)	100 YR - 24 HR	100	None	7.326	15.990	9.12	(N/A)	(N/A)
SWMF 001 (OUT)	100 YR - 24 HR	100	None	4.434	21.080	2.21	727.48	6.268
West St ROW	100 YR - 24 HR	100	None	0.187	16.000	0.25	(N/A)	(N/A)

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Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	7.326	15.990	9.12	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	4.434	21.080	2.21	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	3.474	21.080	0.48		
Outlet-3	Pond Outlet	Downstream	3.702	17.010	0.69	MILL ST STORM SEWER	
Outlet-6	Pond Outlet	Upstream	7.326	15.990	9.12	SWMF 001	Pond Inflow
Outlet-6	Pond Outlet	Outflow	4.434	21.080	2.21	SWMF 001	Pond Outflow
Outlet-6	Pond Outlet	Link	0.960	21.080	1.72		
Outlet-6	Pond Outlet	Downstream	0.960	21.080	1.72	15" to Conestoga	

Message Id	67
Scenario	100 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

Scenario Summary					
ID	61				
Label	2 YR - 24 HR				
Notes					
Active Topology	Base Active Topology				
Hydrology	Base Hydrology				
Rainfall Runoff	2 YR - 24 HR				
Physical	Base Physical				
Initial Condition	Base Initial Condition				
Boundary Condition	Base Boundary Condition				
Infiltration and Inflow	Base Infiltration and Inflow				
Output	Base Output				
User Data Extensions	Base User Data Extensions				
PondPack Engine Calculation Options	24 HR				
Output Summary					
Output Increment	0.010 hours Duration	120.000 hours			
Rainfall Summary					

2

3.3 in

Executive Summary (Nodes)

Rainfall Type

Storm Event

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
15" to Conestoga	2 YR - 24 HR	2	None	0.000	0.000	0.00	(N/A)	(N/A)
Diehl Road	2 YR - 24 HR	2	None	0.062	16.010	0.10	(N/A)	(N/A)
MILL ST STORM SEWER	2 YR - 24 HR	2	None	1.352	18.010	0.26	(N/A)	(N/A)
Mill St ROW to Site	2 YR - 24 HR	2	None	0.137	15.990	0.17	(N/A)	(N/A)
Mill St to Storm Sewer	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill and Diehl ROW	2 YR - 24 HR	2	None	0.015	16.010	0.02	(N/A)	(N/A)
ONSITE	2 YR - 24 HR	2	None	2.040	16.010	2.91	(N/A)	(N/A)
SWMF 001 (IN)	2 YR - 24 HR	2	None	2.176	16.010	3.07	(N/A)	(N/A)
SWMF 001 (OUT)	2 YR - 24 HR	2	None	1.280	24.130	0.23	722.92	2.026
West St ROW	2 YR - 24 HR	2	None	0.047	16.010	0.07	(N/A)	(N/A)

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Return Event Tag

Total Depth

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Time-Depth

2YR-24HR

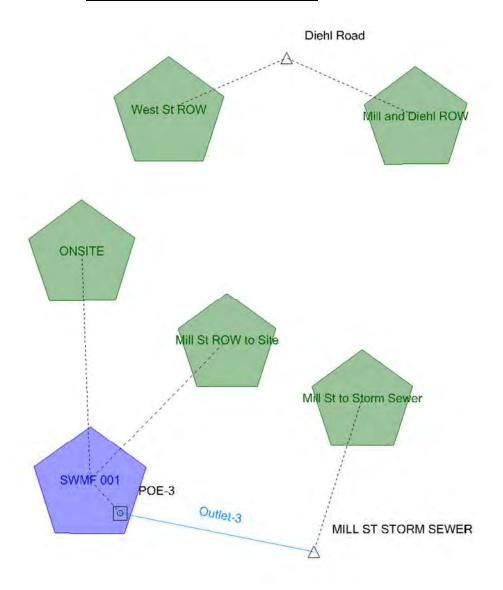
Curve

Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	2.176	16.010	3.07	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	1.280	24.130	0.23	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	1.280	24.130	0.23		
Outlet-3	Pond Outlet	Downstream	1.352	18.010	0.26	MILL ST STORM SEWER	
Outlet-6	Pond Outlet	Upstream	2.176	16.010	3.07	SWMF 001	Pond Inflow
Outlet-6	Pond Outlet	Outflow	1.280	24.130	0.23	SWMF 001	Pond Outflow
Outlet-6	Pond Outlet	Link	0.000	0.000	0.00		
Outlet-6	Pond Outlet	Downstream	0.000	0.000	0.00	15" to Conestoga	

Message Id	67
Scenario	2 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

RUN 3 PONDPACK SCHEMATIC



Scenario Summary		
ID	61	
Label	2 YR - 24 HR	
Notes		
Active Topology	Base Active Topology	
Hydrology	Base Hydrology	
Rainfall Runoff	2 YR - 24 HR	
Physical	Base Physical	
Initial Condition	Base Initial Condition	
Boundary Condition	Base Boundary Condition	
Infiltration and Inflow	Base Infiltration and Inflow	
Output	Base Output	
User Data Extensions	Base User Data Extensions	
PondPack Engine Calculation Options	24 HR	
Output Summary		
Output Increment	0.010 hours Duration	120.000 hours

Executive Summary (Nodes)

Rainfall Type

Storm Event

2

3.3 in

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
Diehl Road	2 YR - 24 HR	2	None	0.062	16.010	0.10	(N/A)	(N/A)
MILL ST STORM SEWER	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill St ROW to Site	2 YR - 24 HR	2	None	0.137	15.990	0.17	(N/A)	(N/A)
Mill St to Storm Sewer	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill and Diehl ROW	2 YR - 24 HR	2	None	0.015	16.010	0.02	(N/A)	(N/A)
ONSITE	2 YR - 24 HR	2	None	2.040	16.010	2.91	(N/A)	(N/A)
SWMF 001 (IN)	2 YR - 24 HR	2	None	2.176	16.010	3.07	(N/A)	(N/A)
SWMF 001 (OUT)	2 YR - 24 HR	2	None	0.000	26.170	0.00	721.50	0.701
West St ROW	2 YR - 24 HR	2	None	0.047	16.010	0.07	(N/A)	(N/A)

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Time-Depth

2YR-24HR

Curve

Rainfall Summary

Return Event Tag

Total Depth

Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	2.176	16.010	3.07	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	0.000	26.170	0.00	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	0.000	26.170	0.00		
Outlet-3	Pond Outlet	Downstream	0.071	16.010	0.10	MILL ST STORM SEWER	

Message Id	67
Scenario	2 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

Scenario Summary	
ID	1
Label	100 YR - 24 HR
Notes	
Active Topology	Base Active Topology
Hydrology	Base Hydrology
Rainfall Runoff	100 YR - 24 HR
Physical	Base Physical
Initial Condition	Base Initial Condition
Boundary Condition	Base Boundary Condition
Infiltration and Inflow	Base Infiltration and Inflow
Output	Base Output
User Data Extensions	Base User Data Extensions
PondPack Engine Calculation Options	24 HR
Output Summary	

Output Summary			
Output Increment	0.010 hours	Duration	120.000 hours
Rainfall Summary			
Return Event Tag	100	Rainfall Type	Time-Depth Curve
Total Depth	8.6 in	Storm Event	100YR-24HR

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
Diehl Road	100 YR - 24 HR	100	None	0.249	16.000	0.33	(N/A)	(N/A)
MILL ST STORM SEWER	100 YR - 24 HR	100	None	0.533	18.010	0.71	(N/A)	(N/A)
Mill St ROW to Site	100 YR - 24 HR	100	None	0.384	15.010	0.44	(N/A)	(N/A)
Mill St to Storm Sewer	100 YR - 24 HR	100	None	0.228	15.990	0.28	(N/A)	(N/A)
Mill and Diehl ROW	100 YR - 24 HR	100	None	0.062	16.010	0.08	(N/A)	(N/A)
ONSITE	100 YR - 24 HR	100	None	6.942	15.990	8.68	(N/A)	(N/A)
SWMF 001 (IN)	100 YR - 24 HR	100	None	7.326	15.990	9.12	(N/A)	(N/A)
SWMF 001 (OUT)	100 YR - 24 HR	100	None	0.306	19.070	0.51	722.85	1.955
West St ROW	100 YR - 24 HR	100	None	0.187	16.000	0.25	(N/A)	(N/A)

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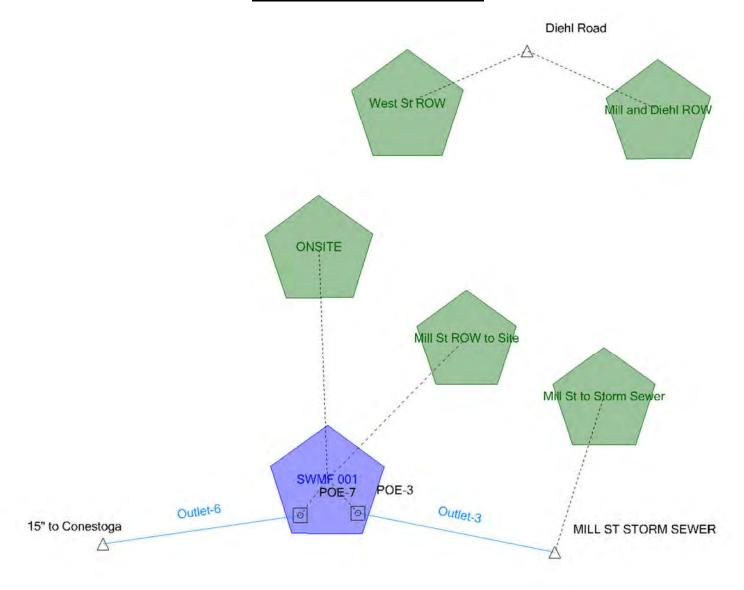
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Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	7.326	15.990	9.12	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	0.306	19.070	0.51	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	0.306	19.070	0.51		
Outlet-3	Pond Outlet	Downstream	0.533	18.010	0.71	MILL ST STORM SEWER	

Message Id	67
Scenario	100 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

RUN 4 PONDPACK SCHEMATIC



Scenario Summary					
ID	61				
Label	2 YR - 24 HR				
Notes					
Active Topology	Base Active Top	ology			
Hydrology	Base Hydrology				
Rainfall Runoff	2 YR - 24 HR				
Physical	Base Physical				
Initial Condition	Base Initial Con	dition			
Boundary Condition	Base Boundary	Condition			
Infiltration and Inflow	Base Infiltration	and Inflow			
Output	Base Output				
User Data Extensions	Base User Data	Extensions			
PondPack Engine Calculation Options	24 HR				
Output Summary					
Output Increment	0.010 hours	Duration	120.000 hours		
Rainfall Summary					

2

3.3 in

Executive Summary (Nodes)

Rainfall Type

Storm Event

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
15" to Conestoga	2 YR - 24 HR	2	None	0.000	0.000	0.00	(N/A)	(N/A)
Diehl Road	2 YR - 24 HR	2	None	0.062	16.010	0.10	(N/A)	(N/A)
MILL ST STORM SEWER	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill St ROW to Site	2 YR - 24 HR	2	None	0.137	15.990	0.17	(N/A)	(N/A)
Mill St to Storm Sewer	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill and Diehl ROW	2 YR - 24 HR	2	None	0.015	16.010	0.02	(N/A)	(N/A)
ONSITE	2 YR - 24 HR	2	None	2.040	16.010	2.91	(N/A)	(N/A)
SWMF 001 (IN)	2 YR - 24 HR	2	None	2.176	16.010	3.07	(N/A)	(N/A)
SWMF 001 (OUT)	2 YR - 24 HR	2	None	0.000	26.170	0.00	721.50	0.701
West St ROW	2 YR - 24 HR	2	None	0.047	16.010	0.07	(N/A)	(N/A)

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Return Event Tag

Total Depth

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Time-Depth

2YR-24HR

Curve

Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	2.176	16.010	3.07	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	0.000	26.170	0.00	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	0.000	0.000	0.00		
Outlet-3	Pond Outlet	Downstream	0.071	16.010	0.10	MILL ST STORM SEWER	
Outlet-6	Pond Outlet	Upstream	2.176	16.010	3.07	SWMF 001	Pond Inflow
Outlet-6	Pond Outlet	Outflow	0.000	26.170	0.00	SWMF 001	Pond Outflow
Outlet-6	Pond Outlet	Link	0.000	0.000	0.00		
Outlet-6	Pond Outlet	Downstream	0.000	0.000	0.00	15" to Conestoga	

Message Id	67
Scenario	2 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

Scenario Summary		
ID	1	
Label	100 YR - 24 HR	
Notes		
Active Topology	Base Active Topology	
Hydrology	Base Hydrology	
Rainfall Runoff	100 YR - 24 HR	
Physical	Base Physical	
Initial Condition	Base Initial Condition	
Boundary Condition	Base Boundary Condition	
Infiltration and Inflow	Base Infiltration and Inflow	
Output	Base Output	
User Data Extensions	Base User Data Extensions	
PondPack Engine Calculation Options	24 HR	
Output Summary		
	0.0401	100.000

Output Summary			
Output Increment	0.010 hours	Duration	120.000 hours
Rainfall Summary			
Return Event Tag	100	Rainfall Type	Time-Depth Curve
Total Depth	8.6 in	Storm Event	100YR-24HR

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
15" to Conestoga	100 YR - 24 HR	100	None	0.000	0.000	0.00	(N/A)	(N/A)
Diehl Road	100 YR - 24 HR	100	None	0.249	16.000	0.33	(N/A)	(N/A)
MILL ST STORM SEWER	100 YR - 24 HR	100	None	0.375	17.010	0.46	(N/A)	(N/A)
Mill St ROW to Site	100 YR - 24 HR	100	None	0.384	15.010	0.44	(N/A)	(N/A)
Mill St to Storm Sewer	100 YR - 24 HR	100	None	0.228	15.990	0.28	(N/A)	(N/A)
Mill and Diehl ROW	100 YR - 24 HR	100	None	0.062	16.010	0.08	(N/A)	(N/A)
ONSITE	100 YR - 24 HR	100	None	6.942	15.990	8.68	(N/A)	(N/A)
SWMF 001 (IN)	100 YR - 24 HR	100	None	7.326	15.990	9.12	(N/A)	(N/A)
SWMF 001 (OUT)	100 YR - 24 HR	100	None	0.148	19.100	0.23	722.93	2.035
West St ROW	100 YR - 24 HR	100	None	0.187	16.000	0.25	(N/A)	(N/A)

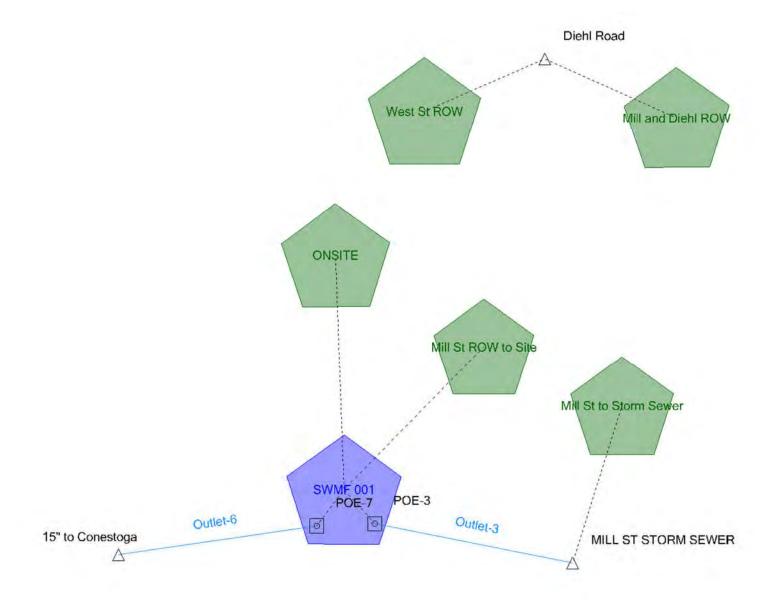
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Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	7.326	15.990	9.12	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	0.148	19.100	0.23	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	0.148	19.100	0.23		
Outlet-3	Pond Outlet	Downstream	0.375	17.010	0.46	MILL ST STORM SEWER	
Outlet-6	Pond Outlet	Upstream	7.326	15.990	9.12	SWMF 001	Pond Inflow
Outlet-6	Pond Outlet	Outflow	0.148	19.100	0.23	SWMF 001	Pond Outflow
Outlet-6	Pond Outlet	Link	0.000	0.000	0.00		
Outlet-6	Pond Outlet	Downstream	0.000	0.000	0.00	15" to Conestoga	

Message Id	67
Scenario	100 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

RUN 5 PONDPACK SCHEMATIC



Scenario Summary				
ID	61			
Label	2 YR - 24 HR			
Notes				
Active Topology	Base Active Topology			
Hydrology	Base Hydrology			
Rainfall Runoff	2 YR - 24 HR			
Physical	Base Physical			
Initial Condition	Base Initial Condition			
Boundary Condition	Base Boundary Condition			
Infiltration and Inflow	Base Infiltration and Inflow			
Output	Base Output			
User Data Extensions	Base User Data Extensions			
PondPack Engine Calculation Options	24 HR			
Output Summary				
Output Increment	0.010 hours Duration	120.000 hours		
Rainfall Summary				

2

3.3 in

Executive Summary (Nodes)

Rainfall Type

Storm Event

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
15" to Conestoga	2 YR - 24 HR	2	None	0.000	0.000	0.00	(N/A)	(N/A)
Diehl Road	2 YR - 24 HR	2	None	0.062	16.010	0.10	(N/A)	(N/A)
MILL ST STORM SEWER	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill St ROW to Site	2 YR - 24 HR	2	None	0.137	15.990	0.17	(N/A)	(N/A)
Mill St to Storm Sewer	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill and Diehl ROW	2 YR - 24 HR	2	None	0.015	16.010	0.02	(N/A)	(N/A)
ONSITE	2 YR - 24 HR	2	None	2.040	16.010	2.91	(N/A)	(N/A)
SWMF 001 (IN)	2 YR - 24 HR	2	None	2.176	16.010	3.07	(N/A)	(N/A)
SWMF 001 (OUT)	2 YR - 24 HR	2	None	0.000	27.910	0.00	721.50	0.701
West St ROW	2 YR - 24 HR	2	None	0.047	16.010	0.07	(N/A)	(N/A)

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Return Event Tag

Total Depth

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Time-Depth

2YR-24HR

Curve

Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	2.176	16.010	3.07	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	0.000	27.910	0.00	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	0.000	0.000	0.00		
Outlet-3	Pond Outlet	Downstream	0.071	16.010	0.10	MILL ST STORM SEWER	
Outlet-6	Pond Outlet	Upstream	2.176	16.010	3.07	SWMF 001	Pond Inflow
Outlet-6	Pond Outlet	Outflow	0.000	27.910	0.00	SWMF 001	Pond Outflow
Outlet-6	Pond Outlet	Link	0.000	0.000	0.00		
Outlet-6	Pond Outlet	Downstream	0.000	0.000	0.00	15" to Conestoga	

Message Id	67
Scenario	2 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

R - 24 HR
24.10
K - 24 FK
Active Topology
Hydrology
R - 24 HR
Physical
nitial Condition
Boundary Condition
nfiltration and Inflow
Dutput
Jser Data Extensions

Output Summary			
Output Increment	0.010 hours	Duration	120.000 hours
Rainfall Summary			
Return Event Tag	100	Rainfall Type	Time-Depth Curve
Total Depth	8.6 in	Storm Event	100YR-24HR

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
15" to Conestoga	100 YR - 24 HR	100	None	0.018	20.090	0.38	(N/A)	(N/A)
Diehl Road	100 YR - 24 HR	100	None	0.249	16.000	0.33	(N/A)	(N/A)
MILL ST STORM SEWER	100 YR - 24 HR	100	None	0.867	17.010	0.67	(N/A)	(N/A)
Mill St ROW to Site	100 YR - 24 HR	100	None	0.384	15.010	0.44	(N/A)	(N/A)
Mill St to Storm Sewer	100 YR - 24 HR	100	None	0.228	15.990	0.28	(N/A)	(N/A)
Mill and Diehl ROW	100 YR - 24 HR	100	None	0.062	16.010	0.08	(N/A)	(N/A)
ONSITE	100 YR - 24 HR	100	None	6.942	15.990	8.68	(N/A)	(N/A)
SWMF 001 (IN)	100 YR - 24 HR	100	None	7.326	15.990	9.12	(N/A)	(N/A)
SWMF 001 (OUT)	100 YR - 24 HR	100	None	0.657	20.090	0.85	727.14	3.541
West St ROW	100 YR - 24 HR	100	None	0.187	16.000	0.25	(N/A)	(N/A)

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Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	7.326	15.990	9.12	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	0.657	20.090	0.85	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	0.639	20.090	0.47		
Outlet-3	Pond Outlet	Downstream	0.867	17.010	0.67	MILL ST STORM SEWER	
Outlet-6	Pond Outlet	Upstream	7.326	15.990	9.12	SWMF 001	Pond Inflow
Outlet-6	Pond Outlet	Outflow	0.657	20.090	0.85	SWMF 001	Pond Outflow
Outlet-6	Pond Outlet	Link	0.018	20.090	0.38		
Outlet-6	Pond Outlet	Downstream	0.018	20.090	0.38	15" to Conestoga	

Message Id	67
Scenario	2 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

RUN 6 PONDPACK SCHEMATIC

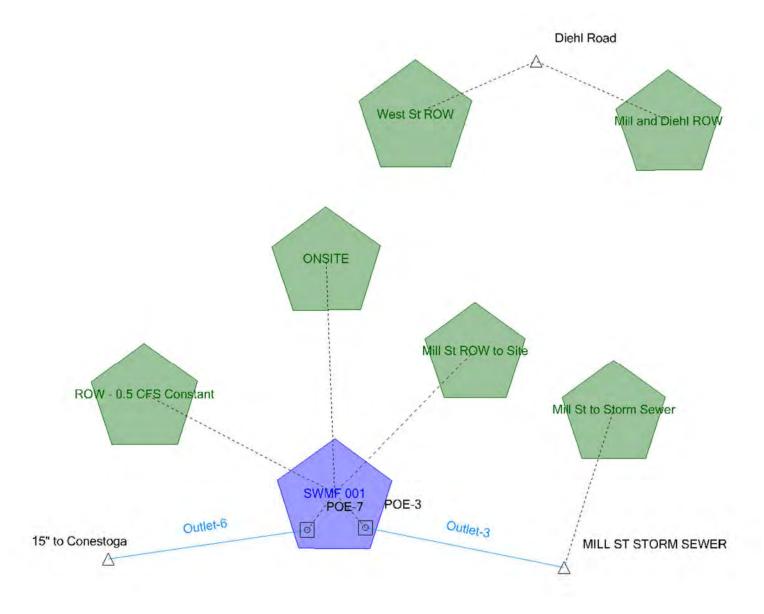


EXHIBIT G

Scenario Summary					
ID	61				
Label	2 YR - 24 HR				
Notes					
Active Topology	Base Active Topology				
Hydrology	Base Hydrology				
Rainfall Runoff	2 YR - 24 HR				
Physical	Base Physical				
Initial Condition	Base Initial Condition				
Boundary Condition	Base Boundary Condition				
Infiltration and Inflow	Base Infiltration and Inflow				
Output	Base Output				
User Data Extensions	Base User Data Extensions				
PondPack Engine Calculation Options	24 HR				
Output Summary					
Output Increment	0.010 hours Duration	120.000 hours			

Executive Summary (Nodes)

Rainfall Type

Storm Event

2

3.3 in

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
15" to Conestoga	2 YR - 24 HR	2	None	0.000	0.000	0.00	(N/A)	(N/A)
Diehl Road	2 YR - 24 HR	2	None	0.062	16.010	0.10	(N/A)	(N/A)
MILL ST STORM SEWER	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill St ROW to Site	2 YR - 24 HR	2	None	0.137	15.990	0.17	(N/A)	(N/A)
Mill St to Storm Sewer	2 YR - 24 HR	2	None	0.071	16.010	0.10	(N/A)	(N/A)
Mill and Diehl ROW	2 YR - 24 HR	2	None	0.015	16.010	0.02	(N/A)	(N/A)
ONSITE	2 YR - 24 HR	2	None	2.040	16.010	2.91	(N/A)	(N/A)
ROW - 0.5 CFS Constant	2 YR - 24 HR	2	None	4.959	0.000	0.50	(N/A)	(N/A)
SWMF 001 (IN)	2 YR - 24 HR	2	None	7.135	16.010	3.57	(N/A)	(N/A)

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Bentley PondPack V8i [08.11.01.56] Page 1 of 2

Time-Depth

2YR-24HR

Curve

Rainfall Summary

Return Event Tag

Total Depth

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
SWMF 001 (OUT)	2 YR - 24 HR	2	None	0.000	0.000	0.00	719.47	0.460
West St ROW	2 YR - 24 HR	2	None	0.047	16.010	0.07	(N/A)	(N/A)

Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	7.135	16.010	3.57	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	0.000	0.000	0.00	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	0.000	0.000	0.00		
Outlet-3	Pond Outlet	Downstream	0.071	16.010	0.10	MILL ST STORM SEWER	
Outlet-6	Pond Outlet	Upstream	7.135	16.010	3.57	SWMF 001	Pond Inflow
Outlet-6	Pond Outlet	Outflow	0.000	0.000	0.00	SWMF 001	Pond Outflow
Outlet-6	Pond Outlet	Link	0.000	0.000	0.00		
Outlet-6	Pond Outlet	Downstream	0.000	0.000	0.00	15" to Conestoga	

Message Id	67
Scenario	2 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

Scenario Summary		
ID	1	
Label	100 YR - 24 HR	
Notes		
Active Topology	Base Active Topology	
Hydrology	Base Hydrology	
Rainfall Runoff	100 YR - 24 HR	
Physical	Base Physical	
Initial Condition	Base Initial Condition	
Boundary Condition	Base Boundary Condition	
Infiltration and Inflow	Base Infiltration and Inflow	
Output	Base Output	
User Data Extensions	Base User Data Extensions	
PondPack Engine Calculation Options	24 HR	
0. 1. 1. 0		
Output Summary		
Output Increment	0.010 hours Duration	120 000 hours

Output Summary			
Output Increment	0.010 hours	Duration	120.000 hours
Rainfall Summary			
Return Event Tag	100	Rainfall Type	Time-Depth Curve
Total Depth	8.6 in	Storm Event	100YR-24HR

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
15" to Conestoga	100 YR - 24 HR	100	None	0.517	19.060	2.59	(N/A)	(N/A)
Diehl Road	100 YR - 24 HR	100	None	0.249	16.000	0.33	(N/A)	(N/A)
MILL ST STORM SEWER	100 YR - 24 HR	100	None	0.997	17.010	0.70	(N/A)	(N/A)
Mill St ROW to Site	100 YR - 24 HR	100	None	0.384	15.010	0.44	(N/A)	(N/A)
Mill St to Storm Sewer	100 YR - 24 HR	100	None	0.228	15.990	0.28	(N/A)	(N/A)
Mill and Diehl ROW	100 YR - 24 HR	100	None	0.062	16.010	0.08	(N/A)	(N/A)
ONSITE	100 YR - 24 HR	100	None	6.942	15.990	8.68	(N/A)	(N/A)
ROW - 0.5 CFS Constant	100 YR - 24 HR	100	None	4.959	0.000	0.50	(N/A)	(N/A)
SWMF 001 (IN)	100 YR - 24 HR	100	None	12.284	15.990	9.62	(N/A)	(N/A)

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Bentley PondPack V8i [08.11.01.56] Page 1 of 2

Prelim.ppc 4/7/2023

Executive Summary (Nodes)

Label	Scenario	Return Event (years)	Truncation	Hydrograph Volume (ac-ft)	Time to Peak (hours)	Peak Flow (ft³/s)	Maximum Water Surface Elevation (ft)	Maximum Pond Storage (ac-ft)
SWMF 001 (OUT)	100 YR - 24 HR	100	None	1.286	19.060	3.08	727.60	3.731
West St ROW	100 YR - 24 HR	100	None	0.187	16.000	0.25	(N/A)	(N/A)

Executive Summary (Links)

Label	Туре	Location	Hydrograph Volume (ac-ft)	Peak Time (hours)	Peak Flow (ft³/s)	End Point	Node Flow Direction
Outlet-3	Pond Outlet	Upstream	12.284	15.990	9.62	SWMF 001	Pond Inflow
Outlet-3	Pond Outlet	Outflow	1.286	19.060	3.08	SWMF 001	Pond Outflow
Outlet-3	Pond Outlet	Link	0.769	19.060	0.49		
Outlet-3	Pond Outlet	Downstream	0.997	17.010	0.70	MILL ST STORM SEWER	
Outlet-6	Pond Outlet	Upstream	12.284	15.990	9.62	SWMF 001	Pond Inflow
Outlet-6	Pond Outlet	Outflow	1.286	19.060	3.08	SWMF 001	Pond Outflow
Outlet-6	Pond Outlet	Link	0.517	19.060	2.59		
Outlet-6	Pond Outlet	Downstream	0.517	19.060	2.59	15" to Conestoga	

Message Id	67
Scenario	2 YR - 24 HR
Element Type	Composite Outlet Structure
Element Id	34
Label	SWMF 001
Time	(N/A)
Message	Flow direction set to reverse for one ore more structures in composite outlet structure SWMF 001. To eliminate this warning, edit outlet data and select forward only. If reverse flow analysis is required, then the tailwater conditions must be set to interconnected pond.
Source	Warning

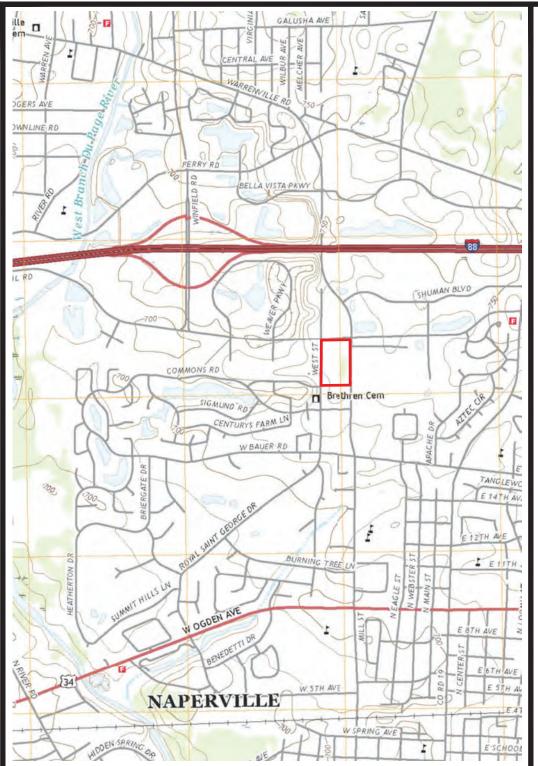
EXHIBIT H

ILLUSTRATION OF SPECIAL SUB-SURFACE MODULES WITH REQUIRED PCBMP STORAGE AND TYPICAL SECTIONS

(SEE EXHIBITS F1, F2, AND F1 & 2)

EXHIBIT I

WETLAND MAPS AND FLOOD PLAIN MAPS





LEGEND:

Project Area

Location Map

Source: U.S. Geological Survey Section 1 T38N R9E Latitude: 41.799906 Longitude: -88.155993

SWC Diehl Rd & N Mill St

Project Number: 22-0511A **Vrutthi LLC**



SCALE: 1"= 2000'



Exhibit A



National Wetlands Inventory

Source: U.S. Fish & Wildlife Service

0 100 200 400

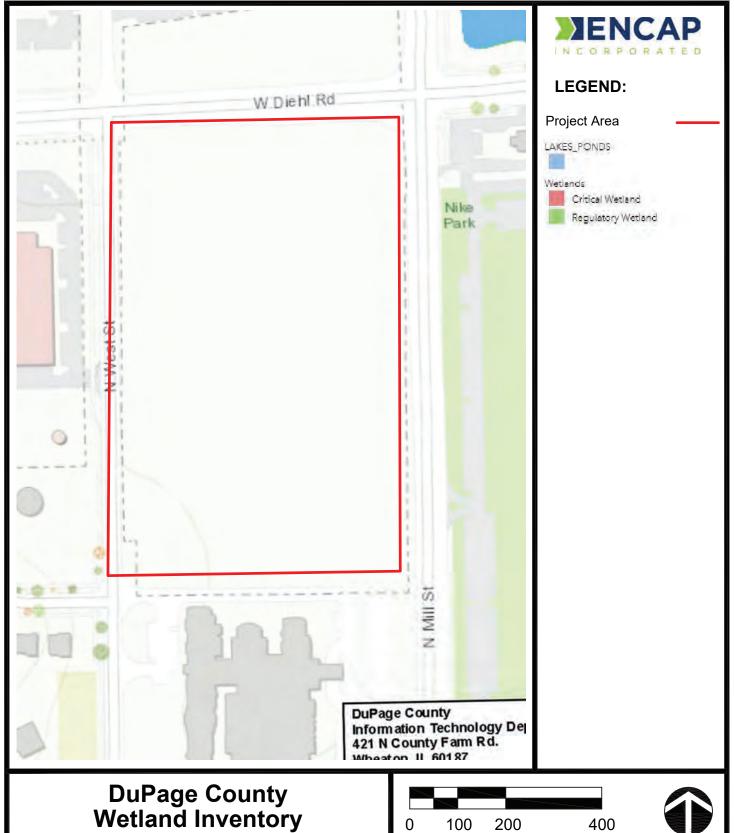
SCALE: 1"=200'

NORTH

SWC Diehl Rd & N Mill St

Project Number: 22-0511A **Vrutthi LLC**

Exhibit B



Source: DuPage County Stormwater Management

SWC Diehl Rd & N Mill St

Project Number: 22-0511A **Vrutthi LLC**

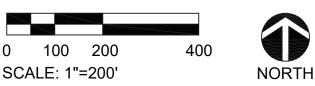
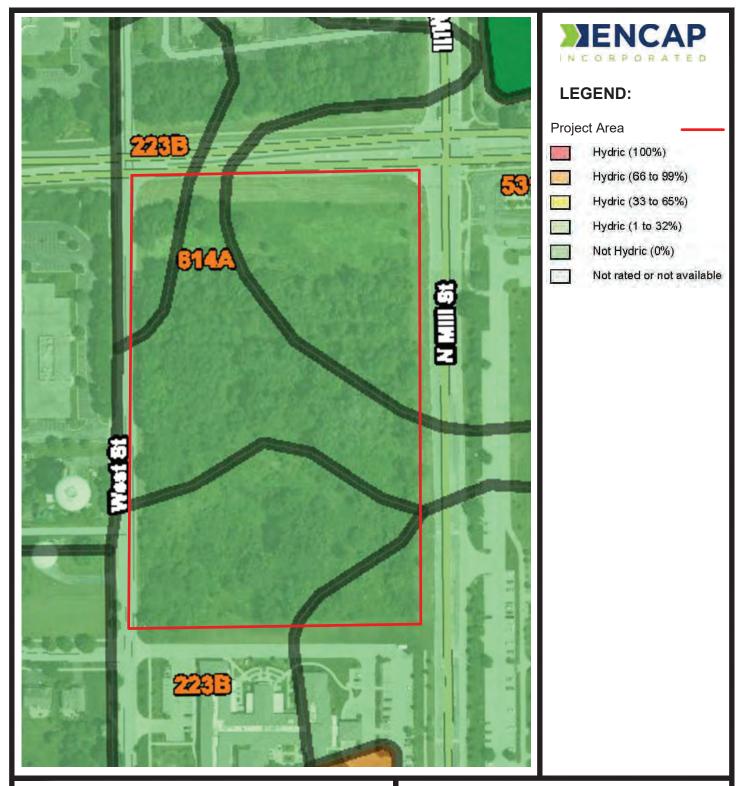


Exhibit C



Soil Map

Source: U.S. Department of Agriculture Natural Resources Conservation Service Web Soil Survey 3.1

SWC Diehl Rd & N Mill St

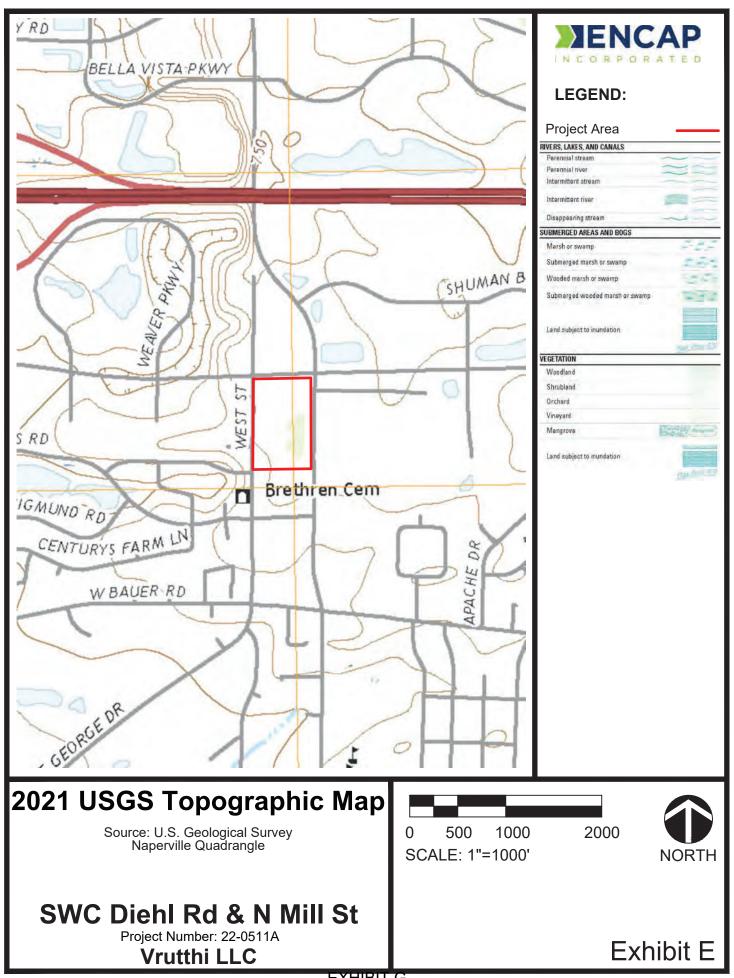
Project Number: 22-0511A **Vrutthi LLC**



SCALE: 1"=200'



Exhibit D







Flood Insurance Rate Map

Source: Federal Emergency Management Agency (FEMA)

Panel Number: 17043C0142J Effective Date: August 1, 2019

SWC Diehl Rd & N Mill St

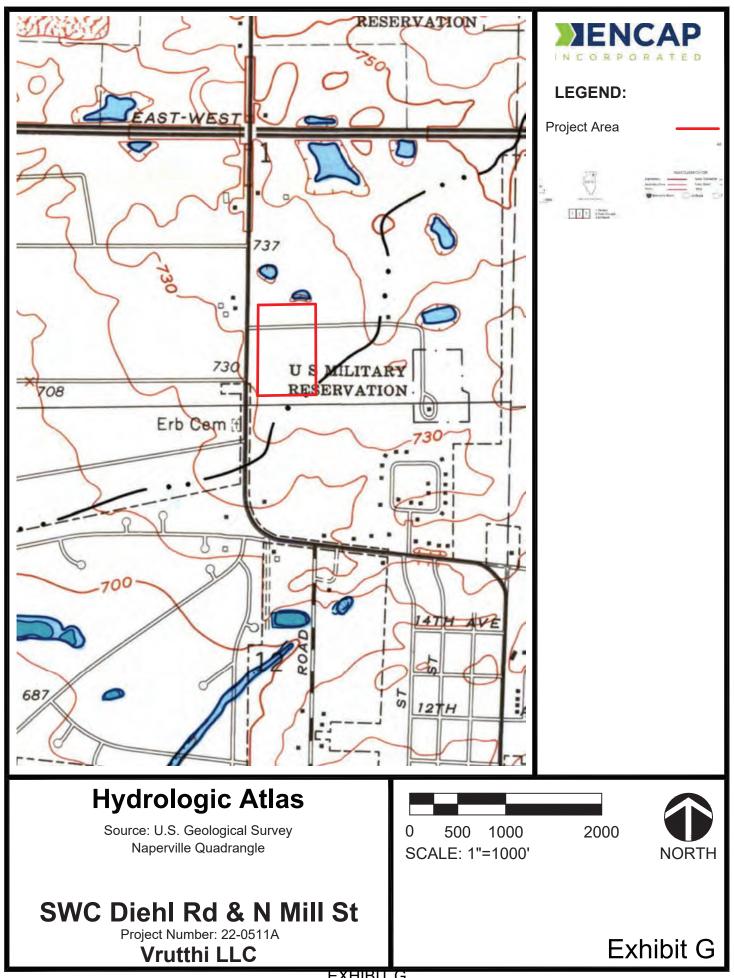
Project Number: 22-0511A **Vrutthi LLC**



SCALE: 1"=200'



Exhibit F



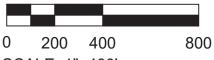


Historic Architectural Resources Geographic Information System

Source: Illinois State Historic Preservation Office

SWC Diehl Rd & N Mill St

Project Number: 22-0511A **Vrutthi LLC**



SCALE: 1"=400'



Exhibit H





LEGEND:

Project Area

Sample Points

A-C

WL Delineation Field Work Completed 05.24.2022

Aerial Photograph

Map data: ©2020Google Image Date: 2018

SWC Diehl Rd & N Mill St

Project Number: 22-0511A **Vrutthi LLC**



SCALE: 1"=200'



Exhibit I

EXHIBIT J

NEGATIVE WETLAND FINDINGS REPORT CONDUCTED BY ENCAP, INC.



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500 Fax: 815.748.4255 www.encapinc.net

TRANSMITTAL LETTER

TO:	Vrutthi LLC		DATE: July 14, 2022)
	3644 White E	agle Drive	PROJECT: SWC Dieh Street	l Road and N. Mill
	Naperville, III	inois 60564		
ATTN:	Ms. Selvei Ra selvei.rajkum	ajkumar nar@gmail.com	ENCAP Project # 22-0	0511A
We are	sending you:		Date of Enclosed	# of Copies
		Findings Report	Materials July 14, 2022	PDF
CC:			Date of Enclosed Materials	# of Copies
Via:	UPS Ground	☐ UPS Overnight ☐	U.S. Mail 🔀 Electronic	
THESE A	RE TRANSMITTI	ED AS CHECKED BELOW	:	
☐ For A _l	oproval	☐ As Requested	⊠ For your review	⊠ For your use
REMARK	S:			

Signed: Susan Rowley, PWS, CWS, LEED AP

srowley@encapinc.net

NEGATIVE WETLAND FINDINGS REPORT SWC DIEHL ROAD AND N MILL STREET NAPERVILLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS

Prepared for: Ms. Selvei Rajkumar

Vrutthi LLC

3644 White Eagle Drive Naperville, IL 60564

Prepared by: ENCAP, Inc.

Ms. Susan Rowley, PWS, CWS, LEED AP

Date Prepared: July 14, 2022

ENCAP, Inc. Project #: 22-0511A



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500 Fax: 815.748.4255 www.encapinc.net

NEGATIVE WETLAND FINDINGS REPORT

SWC Diehl Road and N Mill Street / Vrutthi LLC

Table of Contents

	Page Number
Executive Summary	1
Methods and Findings Map Review Field Investigation	1
Conclusions and Recommendations	4
References	5
Attachments:	
Wetland Determination Data Forms Site Photographs USACE Antecedent Precipitation Tool Figure & Tables (05/24/2022) Exhibits A – Location Map B – National Wetlands Inventory C – DuPage County Wetland Inventory Map D – Soil Map E – 2021 USGS Topographic Map F – FEMA Flood Insurance Rate Map G – USGS Hydrologic Atlas Map H – ISHPO HARGIS Map I – Aerial Photograph	

NEGATIVE WETLAND FINDINGS REPORT

Project Name and Client: SWC Diehl Road and N Mill Street / Vrutthi LLC

Project Number: 22-0511A

Location: Illinois, DuPage County, Naperville Township, City of Naperville, T38N R9E,

Section 1; Latitude: 41.799844; Longitude: -88.156023

Date of Site Visit: May 24, 2022

Field Investigators: S. DeDina, R. Van Herik

EXECUTIVE SUMMARY

The project area (approximately 12.5 acres in size) is located on the southwest corner of Diehl Road and N. Mill Street, Naperville, DuPage County, Illinois (Exhibit A: Location Map). It is generally bounded by Diehl Road to the north, commercial development to the south, N. Mill Street to the east, and West Street to the west. The project area consists of undeveloped, unmanaged woodland dominated by invasive woody brush. The topography of the site is flat with no buildings on site.

On May 24, 2022 ENCAP, Inc. performed an investigation of the project area in order to identify regulated surface water resources on, or within 100 feet of the site. A floodplain determination was not included as part of our investigation. No wetlands or other waters of the U.S. were identified within or adjacent to the project area.

METHODS AND FINDINGS

Map Review

Prior to the field investigation, a preliminary site evaluation was performed using natural resource mapping. Reviewed maps are attached as Exhibits B - H and summarized below.

- The **National Wetland Inventory** does not identify any water resources or wetlands within the project area (Exhibit B).
- The **DuPage County Wetland Inventory Map** does not identify any wetlands within the project area (Exhibit C).
- The **Soil Map** identifies the following soils within the project area: Varna silt loam, 2 to 4 percent slopes (223B), Markham silt loam, 2 to 4 percent slopes (531B), Graymont silt loam, 2 to 5 percent slopes (541B), and Chenoa silty clay loam, 0 to 2 percent slopes (614A). None of the soils present are considered predominantly hydric in DuPage County (Exhibit D).
- The **2021 United States Geological Survey (USGS) Topographic Map** does not identify any surface drainage within or adjacent to the project area (Exhibit E).

- The **FEMA Flood Insurance Rate Map** identifies the project area outside the 500-year floodplain (Exhibit F).
- The **U.S.G.S. Hydrologic Atlas** does not identify any historic flooding on the project area (Exhibit G).
- The Illinois State Historic Preservation Office (ISHPO) Historic Architectural Resources Geographic Information System (HARGIS) Map does not identify any properties or objects that have been listed in the National Register of Historic Places, determined eligible, or surveyed without determination within the project area (Exhibit H).

Field Investigation

ENCAP, Inc. performed a site investigation to determine if any areas within the project area meet the requirements for a wetland based on U.S. Army Corps of Engineers (USACE) parameters of vegetation, hydrology, and soils. In general, positive indication of each of the three parameters must be demonstrated to classify an area as wetland. Each of these parameters is discussed below.

- **Vegetation** Three vegetative indicators are applied to plant communities in order to determine if the hydrophytic vegetation criterion is met.
 - 1. More than 50% of the dominant plant species across all strata must be hydrophytic (water tolerant). The U.S. Army Corps of Engineers has prepared a regional list of plants occurring in wetlands which assigns the plant species different indicators. Wetland plants fall into three indicator classes based on differing tolerances to water level and soil saturation. These indicators are rated obligate wetland (OBL), facultative wetland (FACW), or facultative (FAC). Dominant plant species are recorded at sample points within investigated areas.
 - 2. The prevalence index is 3.0 or less. The prevalence index is a weighted-average wetland indicator status of all plant species in a sampling plot. Each indicator status category is given a numeric value (OBL = 1, FACW = 2, FAC = 3, FACU = 4, and UPL = 5) and weighting is by abundance. A prevalence index of 3.0 or less indicates that hydrophytic vegetation is present. The prevalence index is used to determine whether hydrophytic vegetation is present on sites where indicators of hydric soil and wetland hydrology are present but the vegetation initially fails the dominance test.
 - 3. The plant community passes either the dominance test (Indictor 1) or the prevalence index (Indicator 2) after reconsideration of the indicator status of certain plant species that exhibit morphological adaptations for life in wetlands. Common morphological adaptations include but are not limited to adventitious roots, multistemmed trunks, shallow root systems developed on or near the soil surface, and buttressing in tree species. To apply this indicator, these morphological features must be observed on more than 50% of the individuals of a FACU species living in an area where indicators of hydric soil and wetland hydrology are present.
- Hydrology To be considered a wetland, an area must have 14 or more consecutive
 days of flooding or ponding, or a water table 12 inches or less below the soil surface,
 during the growing season at a minimum frequency of 5 years in 10. Wetland hydrology
 indicators are divided into four groups as described below:

- Group A indicators are based on the direct observation of surface water or groundwater during a site visit.
- Group B consists of evidence that the site is subject to flooding or ponding, although it may not be inundated currently. These indicators include water marks, drift deposits, sediment deposits, and similar features.
- Group C consists of other evidence that the soil is saturated currently or was saturated recently. Some of these indicators, such as oxidized rhizopheres surrounding living roots and the presence of reduced iron or sulfur in the soil profile, indicate that the soil has been saturated for an extended period.
- o **Group D** consists of landscape and vegetation characteristics that indicate contemporary rather than historical wet conditions. These indicators include stunted or stressed plants, geomorphic position, and the FAC-neutral test.

Wetland hydrology indicators are intended as one-time observations of site conditions that are sufficient evidence of wetland hydrology. Within each group, indicators are divided into two categories – *primary* and *secondary*. One primary indicator from any group is sufficient to conclude that wetland hydrology is present. In the absence of a primary indicator, two or more secondary indicators from any group are required to conclude that wetland hydrology is present.

• Soils - To be considered a wetland, an area must contain hydric soil. Hydric soils are formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic (lacking oxygen) conditions in the upper part. Soils generally, but not always, will develop indicators that are formed predominantly by the accumulation or loss of iron, manganese, sulfur, or carbon compounds in a saturated and anaerobic environment. The most current edition of the United States Department of Agriculture, Natural Resource Conservation Service Field Indicators of Hydric Soils in the United States is used for identification of hydric soils. Field indicators of hydric soils include but are not limited to the presence of any of the following: histic epipedon, sulfidic odor, at least 2 centimeters of muck, depleted matrix, and/or redoximorphic features. Field indicators are usually examined in the top 24 inches of the soil. Soil colors are determined using Munsell Soil Color Charts.

At the time of the field investigation, the majority of the project area consisted of undeveloped, unmanaged woodland dominated by invasive woody brush such as Common Buckthorn (*Rhamnus cathartica*), Black Cherry (*Prunus serotina*), and Eastern Cottonwood (*Populus deltoides*). There were several openings in the woodland which were examined to determine if they satisfied wetland criteria. None of these sites so qualified. Each area is briefly described below and U.S. Army Corps of Engineers data forms are provided to support our negative findings (See Wetland Determination Data Forms).

<u>Investigated Area 1.</u> This investigated area is located in the southwestern portion of the project area (Exhibit I: Aerial Photograph – Sample Point A). This area was investigated because it consisted of an opening in the woodland and contained hydrophytic vegetation (Photograph 1).

The area around Investigated Area 1 was primarily vegetated by Box Elder Maple (*Acer negundo*), Black Cherry, Eastern Cottonwood, Gray Dogwood (*Cornus racemosa*), Blackberry (*Rubus allegheniensis*), and Riverside Grape (*Vitis riparia*). The mapped soil series is Varna silt loam, 2 to 4 percent slopes (223B), a non-hydric soil. The field investigated soils did not exhibit

hydric characteristics. Evidence of persistent hydrology was not observed (See USACE data forms).

Based on the non-persistent hydrology and the presence of non-hydric soil, Investigated Area 1 does not qualify as wetland.

<u>Investigated Area 2.</u> This investigated area is located in the western portion of the project area (Exhibit I: Aerial Photograph – Sample Point B). This area was investigated because it consisted of an opening in the woodland and contained hydrophytic vegetation (Photograph 2).

The area around Investigated Area 2 was primarily vegetated by Black Locust (*Robinia pseudoacacia*), Siberian Elm (*Ulmus pumila*), White Mulberry (*Morus alba*), Common Buckthorn, and Tatarian Honeysuckle (*Lonicera tatarica*). The mapped soil series is Chenoa silty clay loam, 0 to 2 percent slopes (614A), a non-hydric soil. The field investigated soils did not exhibit hydric characteristics. Evidence of persistent hydrology was not observed (See USACE data forms).

Based on the dominance of upland plant species, non-persistent hydrology, and the presence of non-hydric soil, Investigated Area 2 does not qualify as wetland.

<u>Investigated Area 3.</u> This investigated area is located in the southeastern portion of the project area (Exhibit I: Aerial Photograph – Sample Point C). This area was investigated because it consisted of an opening in the woodland and contained hydrophytic vegetation (Photograph 3).

The area around Investigated Area 3 was primarily vegetated by Eastern Cottonwood, Black Cherry, and Common Buckthorn. The mapped soil series is Varna silt loam, 2 to 4 percent slopes (223B), a non-hydric soil. The field investigated soils did not exhibit hydric characteristics. Evidence of persistent hydrology was not observed (See USACE data forms).

Based on the non-persistent hydrology and the presence of non-hydric soil, Investigated Area 3 does not qualify as wetland.

CONCLUSIONS AND RECOMMENDATIONS

No wetlands or other waters of the U.S. were identified on, or within 100 feet of the project area. Further concurrence with regulatory agencies is not required at this time. ENCAP, Inc. recommends that this report be submitted as part of a development package as necessary for future development of the property.

REFERENCES

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- Wilhelm, G. and L. Rericha. 2017, "Flora of the Chicago Region: A Floristic and Ecological Synthesis", Indianapolis: Indiana Academy of Science.

Wetland Determination Data Forms

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: Diehl Rd and N Mill Street	City/County: Naperville/ DuPage Sampling Date: May 24, 2022
Applicant/Owner: Vrutthi LLC	State: IL Sampling Point: A
Investigator(s) S. DeDina, R. Van Herik	Section, Township, Range: S1 T38N R9E
Landform (hillslope, terrace, etc.): Woodland opening	Local Relief (concave, convex, none): none
Slope (%): 0% *Lat: 41.799185	*Long: <u>-88.156088</u> Datum: <u>Investigated Area 1</u>
Soil Map Unit Name: Varna silt loam, 2 to 4 percent slope	(223B) NWI classification: none
Are climatic / hydrologic conditions on the site typical for this tim	of year? Yes ☐ No ☒ (If no explain in remarks)
Are vegetation ☐ Soil ☐ Hydrology ☐	significantly disturbed? Are normal circumstances present? Yes ⊠ No □
Are vegetation ☐ Soil ☐ Hydrology ☐	naturally problematic? (If needed, explain any answers in Remarks.)
SUMMARY OF FINDINGS – Attach site map show	ng sampling point locations, transects, important features, etc.
Hydrophytic Vegetation Present? Yes ⊠ No □	
Hydric Soils Present? Wetland Hydrology Present? Yes □ No □ Yes □ No □	Is the Sampled Area Within a Wetland? Yes ☐ No ⊠
	cates the climatic/hydrologic conditions have been wetter than normal.
*Coordinates obtained from Google Earth.	
VEGETATION – Use scientific names of plants.	
Tree Stratum (Plot size: 30') % (1. Prunus serotina	olute Dominant Indicator over Species? Status O Y FACU Number of Dominant Species Number of Dominant Species That are OBL FACW or FAC: 5 (A)
	5 Y FAC That are OBL, FACW, or FAC: Total Number of Dominant Species Across All Strate: 8 (B)
4 5.	Percent of Dominant Species
Sapling/Shrub Stratum (Plot size: 15')	0 = Total Cover That are OBL, FACW, or FAC 63% (A/B)
1. Rubus allegheniensis	5 Y FACU 0 Y FAC Prevalence Index worksheet:
3. Rhamnus cathartica	N FAC Total % Cover of: Multiply by:
4. 5.	OBL species x 1 FACW species x 2
6.	FAC species x 3 0 =Total Cover FACU species x 4
Herb Stratum (Plot size: 5')	UPL species x 5
1. Cercis canadensis 2. Calystegia sepium	0 Y FACU TOTALS (A) (B)
3.	Prevalence Index (B/A) =
4 5.	
6.	☐ Rapid Test for Hydrophytic Vegetation
7.	 ∑ Dominance Test is >50% ☐ Prevalence Index is < 3.0¹
8. 9.	☐ Morphological Adaptations¹ (Provide supporting
10.	data in Remarks or on a separate sheet)
Woody Vine Stratum (Plot size: 30')	Total Cover The problematic Hydrophytic Vegetation (Explain) Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
2.	0 =Total Cover Hydrophytic Vegetation Present? Yes⊠ No □
Remarks: (Include photo numbers here or on a separate sheet	
Photograph 1	

SOIL						S	ampling	Point A
Profile Description: (Descri				icator or confi	rm the abso	ence of indicators		
Depth Matrix (Inches) Color (Moist)	%	Color (Moist)	Features %	Type ¹	Loc ²	Texture		Remarks
0-24 10YR 3/1	100	<u>Color (Molety</u>				SiL		rtomanto
24-30 10YR 4/2	85	10YR 5/3	<u>5</u>	<u></u>	M	SiCL		
		10YR 3/1	<u>10</u>	N/A	М			
								
¹ Type: C = Concentration, D=	Depletion,	RM = Reduced Mat	rix, CS = Cov	ered or Coated	d Sand Grair	ns ² Locaton: PL	=Pore	Lining, M = Matrix
Hydric Soil Indicators	•							atic Hydric Soils³
☐ Histosol (A1)			lleyed Matrix	(S4)		Coast Prairie		(A16)
Histic Epipedon (A2)		☐ Sandy R				☐ Dark Surface		
Black Histic (A3)			Matrix (S6)	J (E4)		☐ Iron- Mangan	ese Mas	sses (F12)
☐ Hydrogen Sulfide (A4)☐ Stratified Layers (A5)			/lucky Minera Gleyed Matrix			☐ Very Shallow ☐ Other (Explain		
2 cm Muck (A10)			d Matrix (F3)	. (1 2)		☐ Other (Explain	II III IXEII	ilaiks)
Depleted below Dark Surf	ace (A11)		ark Surface ((F6)				
☐ Thick Dark Surface (A12)			Dark Surfac			3 Indicators of hy	drophyti	c vegetation and wetland
Sandy Mucky Mineral (S1			epressions (ent unless disturbed or
☐ 5 cm Mucky Peat or Peat	(S3)		· ·	,		problematic.	-	
Restrictive Layer (if observ	ed)							
Type:		_						v
Depth:		_				Hydric Soil Pres	sent?	Yes ∐ No ⊠
Remarks:								
HYDROLOGY								
Wetland Hydrology Indicate	ors:							
Primary Indicators (Minimum	of one is re	quired: check all tha	<u>t apply)</u>			Secondary I	ndicator	s (minimum of two required)
☐ Surface Water (A1)		□ Wate	er Stained Le	eaves (B9)		☐ Surface S	Soil Cra	cks (B6)
☐ High Water Table (A2)			atic Fauna (B			☐ Drainage		
Saturation (A3)			: Aquatic Plar					er Table (C2)
☐ Water Marks (B1)			rogen Sulfide			☐ Crayfish		
Sediment Deposits (B2)				heres on Living	g Roots (C3)) 🔲 Saturatio	n Visible	e on Aerial Imagery (C9)
Drift Deposits (B3)				uced Iron (C4)	(00)	☐ Stunted of	or Stress	sed Plants (D1)
☐ Algal Mat or Crust (B4)☐ Iron Deposits (B5)			ent Iron Redu Muck Surfac	uction in Tilled S	Soils (C6)	☐ Geomorp		ition (D2)
☐ Inundation Visible on Aeri	al Imagery		ge or Well Da			☐ FAC-Net	ıllal 168	it (D3)
☐ Sparsely Vegetated Conc			er (Explain in					
Field Observations:		(= 0)	(=					
Surface Water Present?	Yes 🔲							
Water Table Present?	Yes 🗌		/					
Saturation Present?	Yes 🗌	No⊠ Depth (inche	s) <u>N/A</u>		Wet	tland Hydrology P	resent?	Yes∐ No ⊠
(includes capillary fringe)								
Describe Recorded Data (stre	eam gauge,	monitoring well, aer	ial photos, pr	revious inspecti	ions), if avai	ilable:		
Pomorko								
Remarks:								

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: Diehl F	ld and N Mill Str	eet	City/	County: Nape	ville/ Du	uPage		_ Sampling D	ate: May 24, 2022
Applicant/Owner: V				State:	IL	_ Sampling Po	oint: B		
Investigator(s) S	DeDina, R. Va	n Herik	Section	on, Township, R	ange: _	S1 T38N	N R9E		
Landform (hillslope, te	rrace, etc.):	Woodland		Loc	al Relief	f (concave	e, convex, nor	ne): none	
Slope (%): <u>0%</u>		_ *Lat: <u>41.799</u>	670	*Long: <u>-88.15</u>	6664		_ Datum:	Investigated A	rea 2
Soil Map Unit Name:	Chenoa si	ilty clay loam, 0 to 2	2 percent slope	s (614A)				NWI classification	on: none
Are climatic / hydrolog	ic conditions on	the site typical for	this time of yea	ar? Yes ☐ No	o⊠ (If	no explai	n in remarks)		
Are vegetation	Soil 🗌	Hydrology [signific	cantly disturbed?	Are	normal c	ircumstances	present? Y	′es ⊠ No □
Are vegetation	Soil 🗌	Hydrology [natura	lly problematic?	(If n	eeded, e	xplain any ans	swers in Remark	ks.)
UMMARY OF FIN	IDINGS – At	tach site map	showing sa	ampling poir	ıt loca	itions, 1	ransects,	important fe	eatures, etc.
Hydrophytic Vegetatio	n Present?	Yes ☐ No 🏻							
Hydric Soils Present? Wetland Hydrology Pr		Yes ☐ No ☒ Yes ☐ No ☒		Is the Sa	mpled	Area Wit	thin a Wetlan	d?	Yes □ No ⊠
Remarks: Precipitati			ths indicates	the climatic/hyd	drologic	c condition	ons have bee	n wetter than r	normal.
*Coordinates obtained	from Google E	arth.							
'EGETATION – U:	se scientific r	names of plants	S.						
			Absolute	Dominant	Indica	ator			
	ot size: <u>30'</u>)		% Cover	Species?	Stat			Test worksheet	
 Robinia pseudo Ulmus pumila 	acacia		30 15	<u> Ү</u> Ү	FAC FAC			ominant Species ₋ , FACW, or FA0	
3. Morus alba			15	<u> Т</u>	FA			r of Dominant S	inacias
4.				· · · · · · · · · · · · · · · · · · ·	170	<u> </u>	Across All Str		
5.								ominant Species	
Sanling/Shrub Stratur	n (Plot size:	15'\	60	_ = Total Cove	•		That are OBL	., FACW, or FAC	C <u>+070</u> (703)
Sapling/Shrub Stratur		<u>15</u>)	60	V	ΕΛ.	<u>,</u>			
 Rhamnus catha Lonicera tatario 			60 20	Y Y	FAC		Prevalence I	ndex workshee	et:
3.	u .		20	<u> </u>	1710		Total % Cove		Multiply by:
4.							OBL species		x 1
E							FACW specie		x 2
							FAC species		_ x 3
Llorb Stratum (Dlat	oizo: E'\		80	_ =Total Cover			FACU specie		_ x 4 x 5
Herb Stratum (Plot 1.	size. <u>5</u>)						UPL species TOTALS		(B)
								·	
3.								ndex (B/A) =	
							Hydrophytic	Vegetation Inc	dicators:
5.							□ Panid Tos	t for Uvdronbyti	io Vogotation
6.								st for Hydrophytice Test is >50%	
0								e Index is < 3.0	
									s ¹ (Provide supporting
10.									a separate sheet)
				=Total Cover					Vegetation¹ (Explain)
Woody Vine Stratum 1.									wetland hydrology urbed or problematic
2.				=Total Cover			Hydrophytic	Vegetation Pro	esent? Yes⊡ No ⊠
							, p,	, g 1 10	
Remarks: (Include ph Photograph 2	oto numbers he	ere or on a separate	e sheet)						

SOIL								Sampling Po	int B
Profile De Depth	scription: (Descri Matrix	-	th needed to docu	ment the inc	dicator or confi	irm the abs	ence of indicato	rs	
(Inches) 0-14	Color (Moist) 10YR 3/1	<u>%</u> 100	Color (Moist)	%	_Type ¹ _	_Loc ² _	Texture SiL		Remarks
14-18	10YR 4/3	80	10YR 3/1	<u>15</u>	N/A	M	SiCL		
			10YR 5/6	<u>5</u>	C	M			
18-24	10YR 4/4	<u>85</u>	10YR 5/6 10YR 3/1	<u>10</u> <u>5</u>	<u>C</u> N/A	<u>М</u> М	SiCL		
			<u> 1011 (3/1</u>	<u> </u>					
	Concentration, D= il Indicators	= Depletion,	RM = Reduced Ma	trix, CS = Co	vered or Coated	d Sand Grai			ing, M = Matrix C Hydric Soils³
Histoso			☐ Sandy 0	Sleyed Matrix	k (S4)		☐ Coast Prair		
☐ Histic E	pipedon (A2)		☐ Sandy F		,		Dark Surfac		,
☐ Black F	listic (A3)			Matrix (S6)			☐ Iron- Manga		
☐ Hydrog	en Sulfide (A4) ed Layers (A5)			Mucky Minera Gleyed Matrix			☐ Very Shallo☐ Other (Expl		
2 cm M				d Matrix (F3)			☐ Other (Exp	alli III IXCIIIai	N3)
□ Deplete	ed below Dark Surf			Dark Surface					
	ark Surface (A12)			d Dark Surfa					egetation and wetland
☐ Sandy	Mucky Mineral (S1 ucky Peat or Peat	(63)	∐ Redox I	Depressions	(F8)		nydrology mu problematic.	ist be presen	t unless disturbed or
	e Layer (if observ						problematic.		
Type:	(o	· · ·							
Depth:			-				Hydric Soil Pi	resent? Ye	es 🗌 No 🛚
Remarks:									
HYDROL	OGY								
	lydrology Indicate		i				0 1		
Primary In	dicators (Minimum	of one is re	quired: check all tha	at apply)			Secondar	y Indicators (minimum of two required)
	Water (A1)			er Stained L				e Soil Cracks	
☐ High W ☐ Saturat	ater Table (A2)			atic Fauna (l e Aquatic Pla				ge Patterns (eason Water	
☐ Water N	Marks (B1)			rogen Sulfide				sh Burrows (0	
☐ Sedime	ent Deposits (B2)		☐ Oxio	dized Rhizos	pheres on Living	g Roots (C3	3) 🔲 Satura	tion Visible o	n Aerial Imagery (C9)
☐ Drift De	posits (B3)				duced Iron (C4)	/	Stunte	d or Stressed	d Plants (D1)
	at or Crust (B4) posits (B5)			ent Iron Red n Muck Surfa	luction in Tilled S	Soils (C6)		orphic Positic Ieutral Test (I	
	ion Visible on Aeri	al Imagery		ige or Well D	` '		☐ FAC-N	ieutiai Test (i	20)
	ly Vegetated Conc			er (Explain ir					
Field Obs	ervations:								
Surface W	ater Present?	Yes □	No⊠ Depth (inche	es) N/A					
	le Present?		No⊠ Depth (inche						
Saturation	Present?	Yes 🗌	No⊠ Depth (inche	es) <u>N/A</u>		We	tland Hydrology	Present? Y	es⊟ No ⊠
	apillary fringe)								
Describe F	Recorded Data (stre	eam gauge,	monitoring well, ae	rial photos, p	previous inspect	ions), if ava	ilable:		
Remarks:									

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: Diehl Rd and N Mill Street	City/County: Naperville/ DuPage Sampling Date: May 24, 2022
Applicant/Owner: Vrutthi LLC	State: <u>IL</u> Sampling Point: <u>C</u>
Investigator(s) S. DeDina, R. Van Herik	Section, Township, Range: S1 T38N R9E
Landform (hillslope, terrace, etc.): Woodland	Local Relief (concave, convex, none): none
Slope (%):0%	*Long: Datum:Investigated Area 3
Soil Map Unit Name: Varna silt loam, 2 to 4 percent slope	(223B) NWI classification: none
Are climatic / hydrologic conditions on the site typical for this tim	of year? Yes ☐ No ☒(If no explain in remarks)
Are vegetation ☐ Soil ☐ Hydrology ☐	ignificantly disturbed? Are normal circumstances present? Yes ⊠ No □
Are vegetation ☐ Soil ☐ Hydrology ☐	naturally problematic? (If needed, explain any answers in Remarks.)
SUMMARY OF FINDINGS – Attach site map show	ng sampling point locations, transects, important features, etc.
Hydrophytic Vegetation Present? Yes ☒ No ☐	3 • • • • • • • • • • • • • • • • • • •
Hydric Soils Present? Wetland Hydrology Present? Yes ☐ No ☐ Yes ☐ No ☐	Is the Sampled Area Within a Wetland? Yes \square No \boxtimes
	ates the climatic/hydrologic conditions have been wetter than normal.
*Coordinates obtained from Google Earth.	
EGETATION – Use scientific names of plants.	
•	lute Dominant Indicator
Tree Stratum (Plot size: 30') % (<u>over Species?</u> <u>Status</u> Dominance Test worksheet:
	Number of Dominant Species Y FACU Number of Dominant Species That are OBL. FACW. or FAC: 3 (A)
	Total Number of Deminent Species
4.	Across All Strata: 5 (B)
5	Percent of Dominant Species That are OBL, FACW, or FAC 60% (A/B)
Sapling/Shrub Stratum (Plot size: 15')	,
1. Rhamnus cathartica) Y FAC
2.	Prevalence Index worksheet:
3. 4.	ODI anasias
	FACINI angelog
5	FAC species x 3
	Total Cover FACU species x 4
Herb Stratum (Plot size: <u>5'</u>)	UPL species x 5
Rhamnus cathartica Prunus serotina	Y FAC TOTALS (A) (B) (B)
3.	Prevalence Index (B/A) =
4.	Hydrophytic Vegetation Indicators:
5.	
6	Rapid Test for Hydrophytic Vegetation
7	 ☑ Dominance Test is >50% ☑ Prevalence Index is ≤ 3.0¹
8.	☐ Morphological Adaptations¹ (Provide supporting
9. 10.	data in Remarks or on a separate sheet)
	☐ Problematic Hydrophytic Vegetation¹ (Explain)
Woody Vine Stratum (Plot size: 30')	¹Indicators of hydric soil and wetland hydrology
1	· · · · · · · · · · · · · · · · · · ·
	=Total Cover Hydrophytic Vegetation Present? Yes⊠ No □

SOIL							S	Sampling Point <u>C</u>	=
Profile De	scription: (Descri	be the dep	th needed to docu		dicator or confi	rm the abs	sence of indicator	s	
Depth	Matrix			Features	T 1	12	T	Dave arter	
(Inches) 0-16	Color (Moist) 10YR 3/1	<u>%</u> 100	Color (Moist)	<u>%</u>	_Type ¹ _	Loc ²	<u>Texture</u> SiL	Remarks	
16-24	10YR 3/1	95	10YR 4/4	<u>5</u>	С	M	SiL		
10-2-	1011(3/1		1011(4/4	<u> </u>			<u> </u>		
							 -		
							 -		
							 -		
							 -		
¹ Type: C =	Concentration, D=	Depletion,	RM = Reduced Mat	trix, CS = Co	vered or Coated	d Sand Gra		L =Pore Lining, M = Matrix	
	il Indicators							Problematic Hydric Soils ³	
Histoso				Gleyed Matrix	((S4)		Coast Prairie		
Black H	pipedon (A2)			Redox (S5) I Matrix (S6)			☐ Dark Surface	nese Masses (F12)	
	en Sulfide (A4)			Mucky Minera				v Dark Surface (TF12)	
☐ Stratifie	ed Layers (A5)			Gleyed Matrix			Other (Expla		
2 cm M	uck (A10)			d Matrix (F3)					
	ed below Dark Surf			Dark Surface			3 Indicators of h	ydrophytic vegetation and wetland	
☐ Sandy I	Park Surface (A12) Mucky Mineral (S1)		d Dark Surfa Depressions				ydrophytic vegetation and wetland st be present unless disturbed or	
☐ 5 cm M	ucky Peat or Peat) (S3)	□ redox E	ocpicssions ((10)		problematic.	or be present unless distarbed of	
Restrictive	e Layer (if observ	ed)					1		
Type:	• •	,							
Depth:							Hydric Soil Pre	esent? Yes 🗌 No 🛛	
Remarks:									
HYDROL	OGY								
	lydrology Indicato		guired: sheek all the	ot apply)			Sacandary	Indicators (minimum of two require	٠٨)
	-	or one is re	quired: check all tha	at apply)			Secondary	Indicators (minimum of two require	<u>:u)</u>
	Water (A1)			er Stained L				Soil Cracks (B6)	
	ater Table (A2)			atic Fauna (E				ge Patterns (B10)	
☐ Saturat☐ Water N				e Aquatic Pla Irogen Sulfide				ason Water Table (C2) n Burrows (C8)	
	ent Deposits (B2)				pheres on Living	a Roots (C3		ion Visible on Aerial Imagery (C9)	
☐ Drift De	posits (B3)		☐ Pres	sence of Red	duced Iron (C4)	• ,	☐ Stunted	or Stressed Plants (D1)	
	at or Crust (B4)				luction in Tilled s	Soils (C6)		rphic Position (D2)	
	posits (B5)			n Muck Surfa			☐ FAC-Ne	eutral Test (D5)	
	ion Visible on Aeria ly Vegetated Conc			ıge or Well D er (Explain in					
Field Obs		ave Suriace	: (D0)	ei (Expiaiii ii	i itelliaiks)				
1 1014 0 50	01 (41.01.01								
	ater Present?	Yes 🗌		/					
	le Present?	Yes 🗌							
Saturation		Yes 🗌	No⊠ Depth (inche	es) <u>N/A</u>		We	etland Hydrology I	Present? Yes⊟ No ⊠	
	apillary fringe)					:\ if	:I=lala.		
Describe F	Recorded Data (Stre	eam gauge,	monitoring well, ae	nai pnotos, p	revious inspect	ions), ii ava	aliable:		
Remarks:									

Site Photographs

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Investigated Area 1 Sample Point A

Facing West

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 2

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Investigated Area 2 Sample Point B

Facing West

DATE PHOTO TAKEN:





DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Investigated Area 3 Sample Point C

Facing West

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 4

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Boundary Overview

Facing West

DATE PHOTO TAKEN:





DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing West

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 6

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing East

DATE PHOTO TAKEN:





DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing West

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 8

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing Southwest

DATE PHOTO TAKEN:





DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing North

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 10

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing North

DATE PHOTO TAKEN:





DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing Southeast

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 12

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing North

DATE PHOTO TAKEN:





DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Fire Hydrant

Facing South

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 14

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing West

DATE PHOTO TAKEN:





DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Boundary Overview

Facing West

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 16

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Boundary Overview

Facing South

DATE PHOTO TAKEN:





DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing North

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 18

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Site Overview

Facing South

DATE PHOTO TAKEN:





DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

Culvert Pipe

Facing Southwest

DATE PHOTO TAKEN:

May 24, 2022



PHOTOGRAPH 20

DESCRIPTION:

Diehl Road & N. Mill Street / Vrutthi LLC

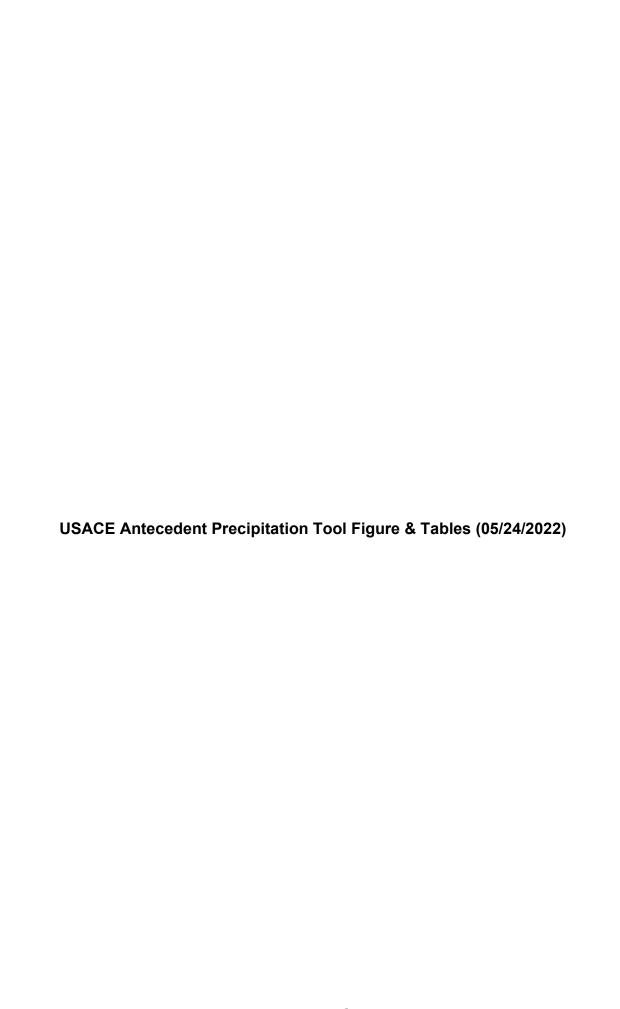
Site Overview

Facing Northeast

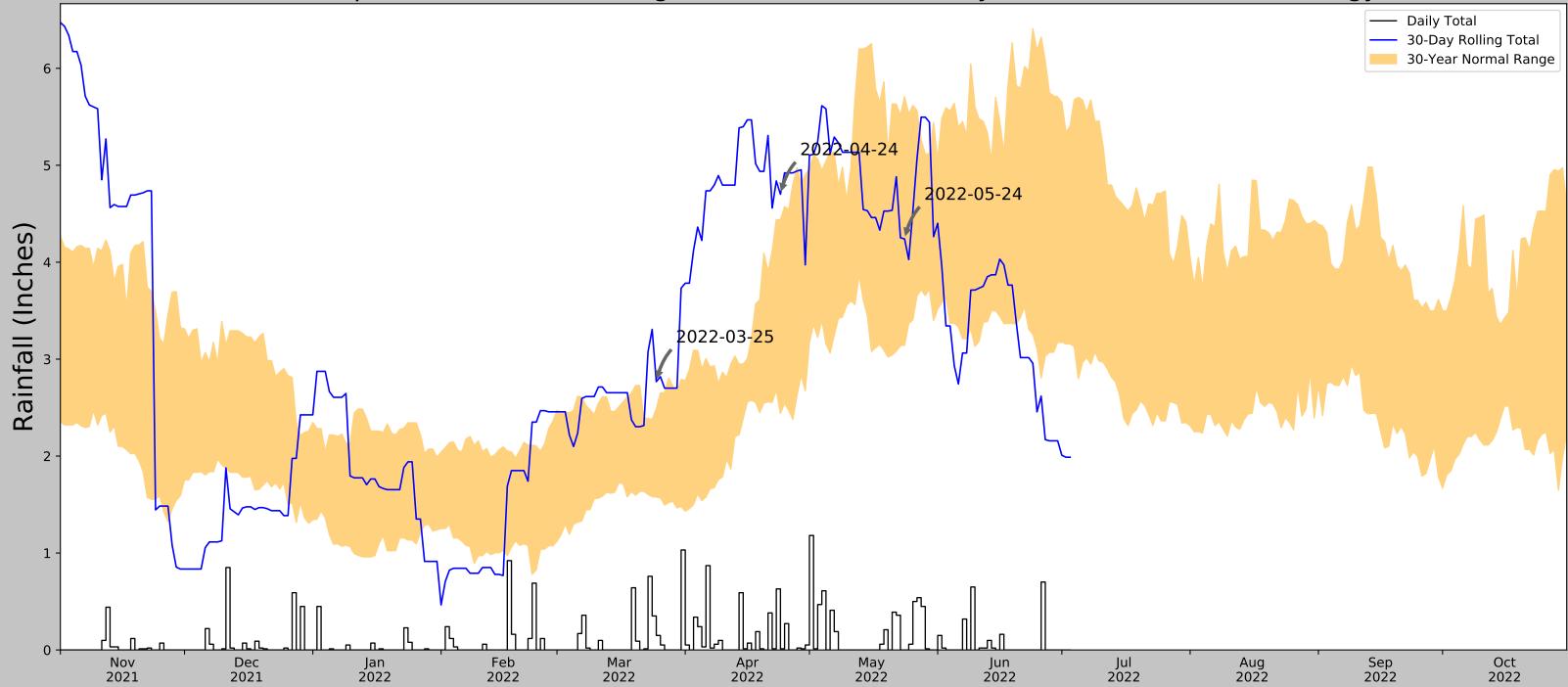
DATE PHOTO TAKEN:





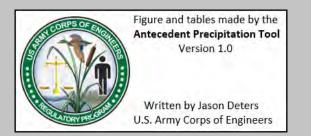


Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



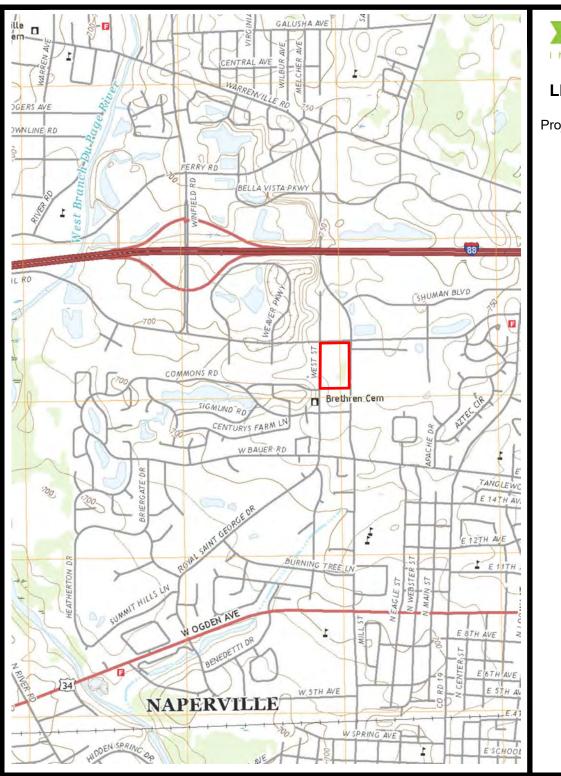
Coordinates	41.799844, -88.156023
Observation Date	2022-05-24
Elevation (ft)	731.97
Drought Index (PDSI)	Incipient wetness
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2022-05-24	3.143307	5.708268	4.240158	Normal	2	3	6
2022-04-24	2.440551	4.437008	4.700788	Wet	3	2	6
2022-03-25	1.576378	2.487795	2.767717	Wet	3	1	3
Result							Wetter than Normal - 15



Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
AURORA	41.7803, -88.3092	660.105	8.006	71.865	4.178	11292	88
NAPERVILLE 1.1 NW	41.7729, -88.1713	691.929	2.021	40.041	0.99	6	0
NAPERVILLE 0.5 NW	41.7685, -88.1603	675.853	2.177	56.117	1.102	1	2
NAPERVILLE 1.9 ENE	41.7682, -88.1174	748.032	2.956	16.062	1.378	2	0
WHEATON 3 SE	41.8128, -88.0728	680.118	4.379	51.852	2.198	52	0

Exhibits A - I





LEGEND:

Project Area

Location Map

Source: U.S. Geological Survey Section 1 T38N R9E

Latitude: 41.799906 Longitude: -88.155993

1000 2000 4000

SCALE: 1"= 2000'

NORTH

SWC Diehl Rd & N Mill St

Project Number: 22-0511A **Vrutthi LLC**

Exhibit A

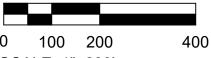


National Wetlands Inventory

Source: U.S. Fish & Wildlife Service

SWC Diehl Rd & N Mill St

Project Number: 22-0511A **Vrutthi LLC**



00

SCALE: 1"=200'

NORTH

Exhibit B



Source: DuPage County Stormwater Management

SWC Diehl Rd & N Mill St

Project Number: 22-0511A **Vrutthi LLC**

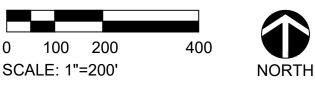
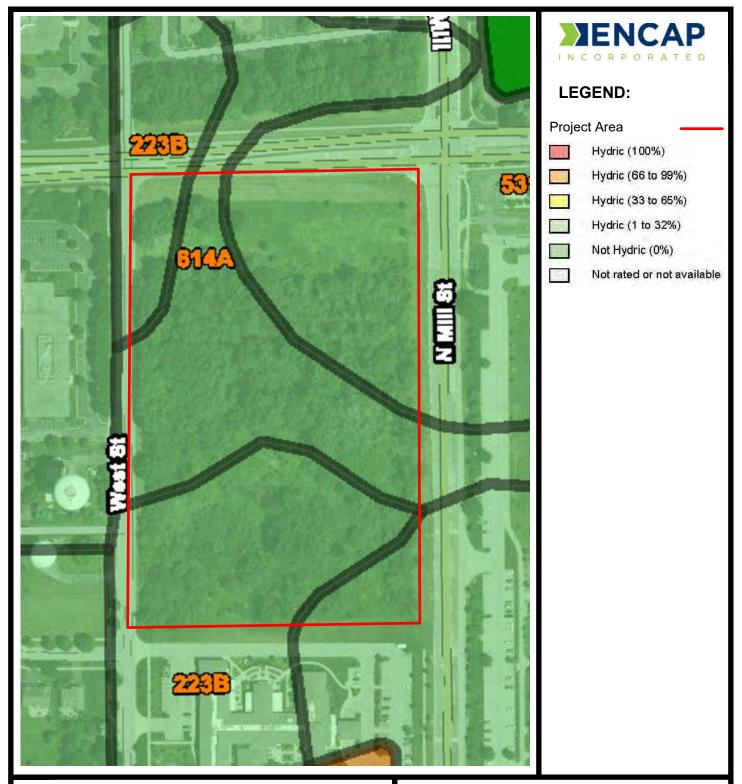


Exhibit C



Soil Map

Source: U.S. Department of Agriculture Natural Resources Conservation Service Web Soil Survey 3.1

SWC Diehl Rd & N Mill St

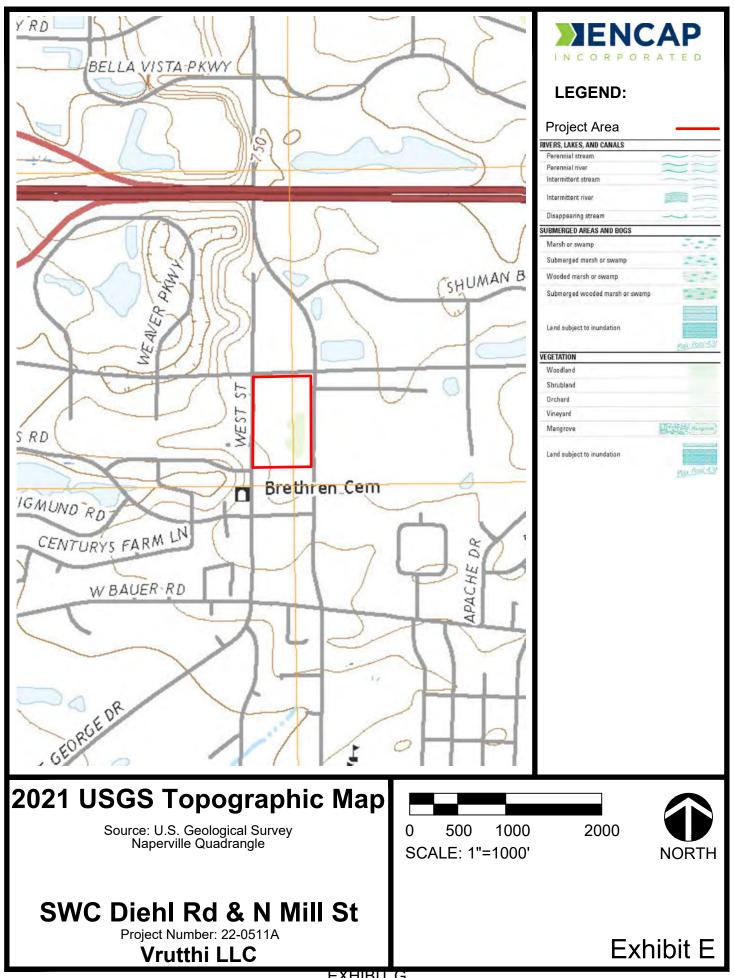
Project Number: 22-0511A **Vrutthi LLC**



SCALE: 1"=200'



Exhibit D







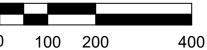
Flood Insurance Rate Map

Source: Federal Emergency Management Agency (FEMA)

Panel Number: 17043C0142J Effective Date: August 1, 2019

SWC Diehl Rd & N Mill St

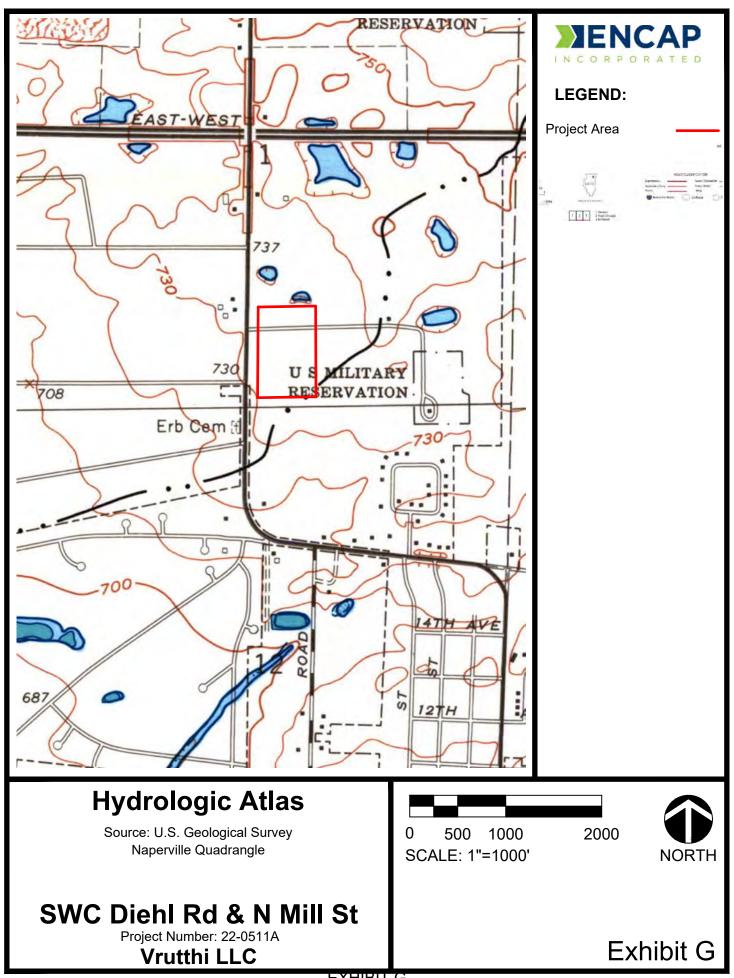
Project Number: 22-0511A **Vrutthi LLC**

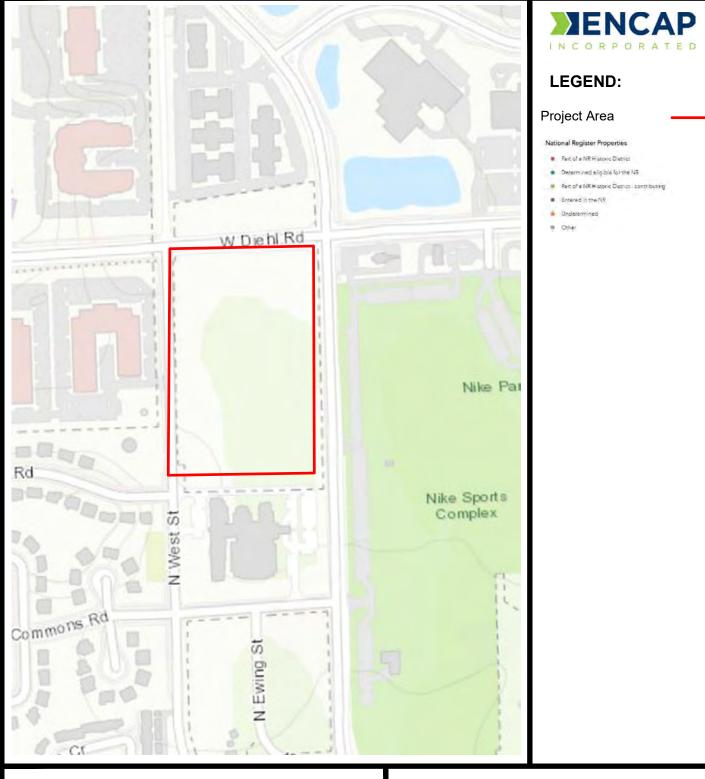


SCALE: 1"=200'

NORTH

Exhibit F





Historic Architectural Resources Geographic Information System

Source: Illinois State Historic Preservation Office

SWC Diehl Rd & N Mill St

Project Number: 22-0511A

Vrutthi LLC

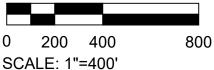




Exhibit H





LEGEND:

Project Area
Sample Points

A-C

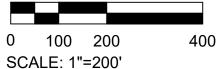
WL Delineation Field Work Completed 05.24.2022

Aerial Photograph

Map data: ©2020Google Image Date: 2018

SWC Diehl Rd & N Mill St

Project Number: 22-0511A **Vrutthi LLC**



NORTH

Exhibit I

