

PROPERTY ADDRESS:
35 East 8th Avenue, and
815 Center Street

P.I.N.
08-07-313-010
08-07-313-011
08-07-313-012

RETURN TO:
City of Naperville
City Clerk's Office
400 South Eagle Street
Naperville, IL 60540

OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR THE CENTER PLACE SUBDIVISION

This Owner's Acknowledgement and Acceptance Agreement for the Center Place Subdivision ("**Agreement**") is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois (hereinafter referred to as the "**City**"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and Center Place, LLC, an Illinois Limited Liability Company registered to do business in the State of Illinois, (hereinafter referred to as the "**Owner and Developer**"), with an address of P.O. Box 716, St. Charles, Illinois 60174.

RECITALS

- A. This Agreement pertains to certain real property within the corporate limits of the City of Naperville having common addresses of 35 East 8th Avenue and 815 Center Street located south of Ogden Avenue, east of South Washington Street, west of Center Street and approximately fifty feet (50') north of East 8th Avenue, legally described on Exhibit A and depicted on Exhibit B attached hereto and made part hereof (hereinafter "**Subject Property**").
- B. The Owner and Developer is the owner of the Subject Property.
- C. By recordation of a Preliminary/Final Plat of Subdivision plat titled "Center Place Subdivision" for the Subject Property (hereinafter referred to as the "**Subdivision Plat**") pursuant to the administrative plat procedures of Section 7-2-5 of Title 7 of the Naperville Municipal Code, the Subject Property will be re-subdivided in order to reconfigure the original two lots into the two lots depicted on **Exhibit B**.
- D. By entering into this Agreement, the City is acting pursuant to its home rule authority under the Constitution and laws of the State of Illinois.

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

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
2. **Fees Due Prior to Recordation of the Subdivision Plat.** The Owner and Developer shall pay all fees associated with the Subject Property set forth herein and as otherwise provided for in the Naperville Municipal Code prior to recordation of the Subdivision Plat. Said fees shall not be paid under protest or otherwise objected to. Owner and Developer shall fulfill all other conditions set forth or referenced herein in addition to the provisions of the Naperville Municipal Code, as amended from time to time, the Statement of General Conditions attached hereto as **Exhibit C** and made part hereof, and the Ordinance passed by the Naperville City Council approving this Agreement for the Subject Property.

2.1 **Cash Contribution In lieu of Actual Land Dedication.** The Owner and Developer shall meet all school and park donation requirements for the SUBJECT PROPERTY by appropriate cash-in-lieu contribution as set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code, as amended from time to time. The OWNER AND DEVELOPER has elected to pay the required school and park donation fees on an “Estimated Lump Sum Payment” basis pursuant to Section 7-3-5:5.2.1 prior to recordation of the Subdivision Plat for the SUBJECT PROPERTY. A credit shall be given for the existing 3-bedroom single-family detached dwelling unit.

2.1.1 **School Donation.** The required school donation for the four 2-bedroom attached units does not exceed the credit for the existing single-family detached home, no school donation is due at the time of recording the Preliminary/Final Subdivision Plat for the Subject Property (based on four 2-bedroom attached units and credit for one existing 3-bedroom single-family detached unit), in accordance with Table A (attached). The Owner and Developer acknowledges that this calculation is based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code, as amended from time to time. The Owner and Developer agrees that no further credit from the existing single-family detached home shall be applied to the Subject Property. The Owner and Developer further acknowledges and agrees that at the time of the building permit issuance, if the number of bedrooms in the dwelling unit exceeds 2 bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the school donation table in effect at the time the building permit is issued.

2.1.2 **Park Donation.** \$12,976.36 (based on four 2-bedroom attached units and credit for one 3-bedroom single-family detached home), in accordance with Tables B (attached). The Owner and Developer acknowledges that this calculation is based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code, as amended from time to time. The Owner and Developer agrees that payment of said amount shall not be paid under protest, or otherwise objected to, and shall be paid with a cash-in-lieu-of-land donation prior to recording the Subdivision Plat for the Subject Property. The Owner and Developer further acknowledge that the park donation established herein will be verified at the time of the building permit issuance, and if the number of bedrooms in the dwelling unit exceeds 2 bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the park donation table in effect at the time the building permit is issued.

2.2 **Engineering Review Fee.** \$621.10 (1.5% of the approved engineer's cost estimate).

2.3 **Utility Rebate, Special Connection Fees, Recapture Fees, Special Assessment Amounts, Special Service Area Taxes.** None.

3. **Financial Surety.** Owner and Developer shall be responsible for providing financial surety in a form and from an entity acceptable to the City Attorney and maintained in the amount of \$45,547.15 (110% of the approved engineer's cost estimate) which guarantees the completion of public improvements and soil erosion and sedimentation control for the Subject Property (hereinafter "**Public Improvements**"). Financial surety shall be received and approved prior to issuance of a site development permit. Notwithstanding provision of said surety, until the Public Improvements have been accepted by the City, the Owner and Developer shall remain obligated for completion of said Public Improvements and/or (at the City's sole discretion) to pay any costs for said Public Improvements to the extent that the surety is not sufficient to pay for the costs of the Public Improvements, or in the event of any denial, or partial denial of coverage by the surety, or failure of the surety to timely respond to a demand for payment. Upon acceptance of the Public Improvements by the City, the Owner and Developer shall provide the City with a maintenance bond for the Public Improvements in conformity with the Naperville Municipal Code.

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

4. **Watermain Oversizing.**

4.1 In order to provide sufficient watermain sizing to serve the Subject Property and for future connections along Center Street, the Owner and Developer agrees to be responsible for the installation of a 12” watermain along the Center Street frontage of the Subject Property. The oversized watermain 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, and with the approved Final Site Development plans prepared by Cemcon, Ltd., dated December 15, 2017 and last revised April 4, 2018.

4.2 The City shall reimburse the Owner and Developer for the difference between the cost to construct an 8” watermain and a 12” watermain along the Center Street frontage of the Subject Property. The City’s oversizing reimbursement shall include the incremental cost difference between 8” diameter watermain and appurtenances and 12” watermain and appurtenances which include but are not limited to valves, valve vaults, fittings, connections, additional excavation, and trench backfill. Such oversized line shall be constructed and installed in accordance with the provisions of Section 7-3-6 of the Naperville Municipal Code (Cost Sharing Policy), as amended. The anticipated cost and allocation of said costs to the City and Owner and Developer are estimated on the attached Engineers Preliminary Opinion of Probable Construction cost prepare by Cemcon, Ltd., dated April 4, 2018 attached hereto as Exhibit D.

5. **Center Street Watermain.** In addition to the Public Improvements identified in paragraph 4 above required for the Subject Property, Owner and Developer shall construct and install a 12” watermain (hereinafter referred to as “**Center Street Watermain**”) to extend off-site from the north property line of the Subject Property to the south right-of-way of Ogden Avenue. Prior to the issuance of a site permit for the Center Street Watermain installation, the Owner and Developer shall prepare final engineering plans for the Center Street Watermain for City review. A site permit for the Center Street Watermain Improvements shall not be issued by the City until the final engineering plans are approved by the City Engineer and the City Water Utility. The Owner and Developer shall submit final engineering plans and seek a site permit to install said Improvements within twelve months of the Effective Date of this Agreement unless a different timeframe is agreed to in writing by the City Engineer. The development of the Subject Property shall in no way be conditioned upon the extension of the Center Street Watermain.

5.1 **Reimbursement.** The City shall reimburse the Owner and Developer one hundred percent (100%) of the engineering, design and construction costs for the Center Street Watermain in accord with the provisions of Section 7-3-6 of the Naperville Municipal Code. The reimbursement to Owner and Developer shall be based upon actual costs as approved by the City for construction of the Center Street Watermain improvements as generally described on the Engineer’s Preliminary Opinion of Probable Construction Costs prepared by

Cemcon Ltd., dated April 4, 2018, attached hereto and made part hereof as **Exhibit D**.

6. **East 8th Avenue Watermain.** The Owner and Developer agrees to undertake abandonment of an existing 6” watermain located within the East 8th Avenue right-of-way, beginning from the north-south alley immediately east of South Washington Street and extending east to the centerline of the North Ellsworth Street right-of-way (hereinafter referred to as “**8th Avenue Watermain**”). Prior to the issuance of a site construction permit for the 8th Avenue Watermain abandonment, the Owner and Developer shall prepare final engineering plans for the 8th Avenue Watermain for City review. A site permit shall not be issued by the City until the final engineering plans are approved by the City Engineer and City Water Utilities. The Owner and Developer shall submit final engineering plans and seek a site permit to install said Watermain within twelve months of the Effective Date of this Agreement unless a different timeframe is agreed to in writing by the City Engineer. The development of the Subject Property shall in no way be conditioned upon the East 8th Avenue Watermain.

- 6.1 **Restoration.** Subject to reimbursement from the City, the Owner and Developer shall be responsible for restoring any damage to the existing 10” watermain along East 8th Avenue, which may include but not be limited to the installation of new fittings and watermain segments. The Owner and Developer shall be required to receive authorization from the City Water Utility prior to performing any restoration work.

- 6.2 **Reimbursement.** The City shall reimburse the Owner and Developer one hundred percent (100%) of the engineering, design and construction costs for the 8th Avenue Watermain in accord with the provisions of Section 7-3-6 of the Naperville Municipal Code. The reimbursement to Owner and Developer shall be based upon actual costs as approved by the City for construction of the 8th Avenue Watermain improvements as generally described on the Engineer’s Preliminary Opinion of Probable Construction Costs prepared by Cemcon Ltd., dated April 4, 2018, attached hereto as **Exhibit D**.

7. **Reimbursement Procedures for Center Street Water Main and East 8th Avenue Water Main Abandonment.**

- 7.1 **Developer Responsibilities.**

- 7.1.1 Owner and Developer responsibilities shall be as set forth herein and in Section 7-3-6 of the Naperville Municipal Code.

- 7.2 **City Responsibilities.**

- 7.2.1 The City shall review the project specifications as submitted by the Owner and Developer within fourteen (14) days of receipt; and

- 7.2.2 The City shall notify Developer within fourteen (14) days of the City's review of the project specifications with its recommended approval, denial, or modifications of the project specifications; and
- 7.2.3 The City shall review the contract unit prices as submitted by the Owner and Developer within fourteen (14) days of submittal by the Developer; and
- 7.2.4 The City shall notify the Owner and Developer within fourteen (14) days of the City's review of the contract unit prices as submitted by the Developer with its recommended approval or denial of the contract unit prices.
- 7.2.5 The City shall pay amounts due and owing the Owner and Developer as provided in Section 7-3-6 of the Naperville Municipal Code.

7.3 **Utility Acceptance.**

- 7.3.1 The City hereby agrees to accept the public Watermain Improvements after the work has passed all testing requirements. Upon acceptance, the City is hereby deemed to be the owner thereof and shall thereafter be responsible for the maintenance, repair and replacement of said public Watermain Improvements as provided for in the Naperville Municipal Code. The Owner and Developer shall provide a Bill of Sale.

- 8. **Sidewalk Contribution In lieu of Actual Installation.** The Owner and Developer shall be responsible for the installation of sidewalk ramps at the northwest corner of East 8th Avenue and Center Street, as identified in the Final Site Development plans, prepared by Cemcon, Ltd., dated December 15, 2017 and last revised April 4, 2018.
- 9. **Binding Effect.** This document will be recorded with the office of the DuPage County Recorder. The undersigned acknowledges and agrees that the terms contained herein shall be binding upon and inure to the benefit of the City of Naperville, the Owner and Developer, and the successors, assigns, and any subsidiary, affiliate or parent of the Owner and Developer.

10. **General Provisions.**

- 10.1 **Severability.** It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

- 10.2 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.
- 10.3 **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
- 10.4 **Choice of Law and Venue.** This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 10.5 **Ambiguity.** If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.
- 10.6 **Recordation.** This Agreement will be recorded with the office of the DuPage County Recorder.
- 10.7 **Authority to Modify Timeframes.** Any provision herein which sets forth a timeframe for completion of any obligation may be revised upon written agreement of the City Engineer and the Owner and Developer.

11. **Authority to Execute.** The undersigned warrant and represent that they are authorized to execute this Agreement.

12. **Notice.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, overnight courier or personal service, to the following addresses:

IF TO THE CITY:

City Manager
 City of Naperville
 400 South Eagle Street
 P.O. Box 3020
 Naperville, Illinois 60566-7020

IF TO THE OWNER AND DEVELOPER:

Oak Creek Capital Partners, LLC
 P.O. Box 716
 St. Charles, Illinois 60174

Pursuant to the provisions of this paragraph, any Party may, at any time, change its address for the above purpose, by mailing at least ten days before the effective date thereof, a notice stating the change and setting forth the new address.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

/SIGNATURES ON FOLLOWING PAGES/

OWNER AND DEVELOPER/ Center Place, LLC

By: _____

Name: _____

Title: _____

DATE: _____

The foregoing instrument was acknowledged before me by _____, this _____ day of _____, 2018.

Notary Public

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

Attest

By: _____
Pam Gallahue, Ph.D.
City Clerk

DATE: _____

The foregoing instrument was acknowledged before me by _____, this _____
day of _____, 2018.

Notary Public

Table A School Donation Worksheet

Name of Subdivision _____ Center Place _____

Land _____ Cash _____

School Donation = **-0.0023** (**\$732.09**) = Total Land x \$318,300.00

=Round (((Total Elementary Pop. x 0.0231) + (Total Jr. High Pop. x 0.0208) + (Total High School Pop x 0.0267)),4)

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.120	0.411	0.138	0.222	1.856	2.746
-1 3-bedroom	0.268	0.486	0.153	0.135	1.913	2.955
4-bedroom	0.371	0.702	0.259	0.242	1.985	3.532
5-bedroom	0.386	0.590	0.236	0.242	2.191	3.645
Attached						
Single-Family						
1-Bedroom					0.000	0.000
4 2-Bedroom	0.206	0.084	0.057	0.228	1.318	1.697
3-Bedroom	0.214	0.104	0.039	0.050	1.966	2.374
4-Bedroom	0.183	0.271	0.106	0.105	2.102	2.767
Apartments						
Efficiency					1.400	1.400
1-Bedroom	0.058	0.032	0.012	0.013	1.653	1.710
2-Bedroom	0.129	0.064	0.031	0.038	1.744	2.007
3-Bedroom	0.199	0.115	0.073	0.083	2.005	2.475
People Produced	0.556	-0.150	0.075	-0.015	3.359	3.833
						-0.090

Table B Park Donation Work Sheet

Name of Subdivision	Center Place	
	Land	Cash
Park Donation =	0.0401	\$12,976.36

= Land Donation x \$323,600.00

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

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.127	0.000	0.102	0.118	0.000	0.000
- 1 3-bedroom	0.244	-0.244	0.179	-0.179	-0.177	-1.892
4-bedroom	0.348	0.000	0.235	0.000	0.000	0.000
5-bedroom	0.333	0.000	0.262	0.000	0.000	0.000
Attached						
Single-Family						
1-Bedroom						0.000
4 2-Bedroom	0.072	0.288	0.091	0.176	0.320	6.440
3-Bedroom	0.157	0.000	0.178	0.000	0.000	1.897
4-Bedroom	0.217	0.000	0.358	0.000	0.000	2.253
Apartments						
Efficiency						0.000
1-Bedroom	0.015	0.000	0.033	0.013	0.000	1.210
2-Bedroom	0.037	0.000	0.063	0.030	0.000	1.691
3-Bedroom	0.037	0.000	0.152	0.083	0.000	1.748
People Produced	0.044	-0.076	-0.003	0.143	4.548	4.658

EXHIBIT C

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 6 (EXCEPT THE NORTH 25 FEET THEREOF) AND ALL OF LOT 7 AND THE NORTH, 1/2 OF LOT 8 IN BLOCK 4 IN PARK ADDITION TO NAPERVILLE, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12 AND PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 7, AND PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1873 AS DOCUMENT 16618, IN DUPAGE COUNTY, ILLINOIS.

AND ALSO:

THE SOUTH 25 FEET OF LOT 8 IN BLOCK 4 IN PARK ADDITION TO NAPERVILLE, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12 AND PART OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH WEST 1/4 OF SECTION 7, AND PART OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1873 AS DOCUMENT 16618, IN DUPAGE COUNTY, ILLINOIS

PRELIMINARY/FINAL PLAT OF SUBDIVISION
FOR

CENTER PLACE

BEING A PART OF SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 38 NORTH, RANGE 10 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

SHEET 1 OF 2



**SITE
LOCATION**

VICINITY MAP

20 10 0 20
SCALE: 1 INCH = 20 FEET

TOTAL AREA OF SUBDIVISION
0.431 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBERS
08-07-313-010
815 N. CENTER STREET
08-07-313-011
815 N. CENTER STREET
08-07-313-012
35 E. 8TH STREET
NAPERVILLE, ILLINOIS

LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- BUILDING LINE (Long Dashed Line)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Line)
- UNDERLYING PARCEL LINE (Light Line w/ Double Dashed Lines)
- SET CONCRETE MONUMENT

NOTES

3/4 INCH IRON PIPE OR MAG NAILS SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.
DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED OR RECORD EQUALS MEASURED.
ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
P.E. - INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.
THE MEASURED BEARINGS SHOWN ARE BASED UPON THE WEST LINE OF CENTER STREET BEING S 02°38'12" W (ASSUMED).
F.I.P. - FOUND IRON PIPE (Ø AS SHOWN)
R.O.W. = RIGHT OF WAY
INGRESS/EGRESS EASEMENTS SHOWN WILL BE FURTHER DEFINED AND ESTABLISHED IN THE SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS TO BE RECORDED CONTEMPORANEOUSLY WITH THIS PLAT.
POST CONSTRUCTION BEST MANAGEMENT PRACTICES (PCBMP'S) EASEMENT HEREBY GRANTED. SEE SHEET 2 FOR EASEMENT PROVISIONS.

**AREA TABLE
(MORE OR LESS)**

LOT NO.	AREA (S.F.)	AREA (AC.)	P.U. & D.E. AREA (S.F.)
1	9,378	0.215	2,025
2	9,375	0.215	2,025
TOTAL		0.430	4,050

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

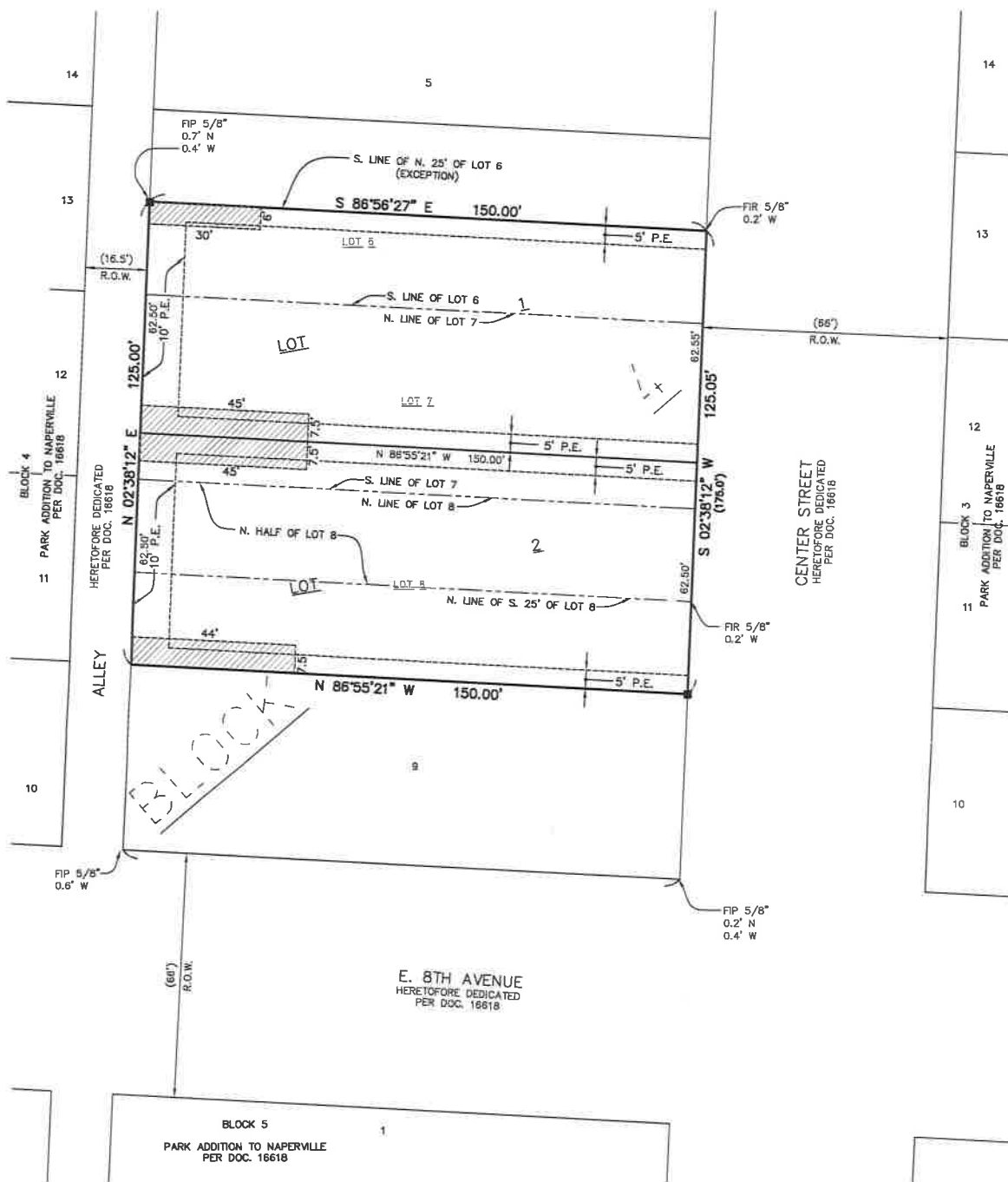


EXHIBIT B

EXHIBIT C

PREPARED FOR:
OAK CREEK CAPITAL PARTNERS, LLC
P.O. BOX 716
ST. CHARLES, IL 60174
(847) 514-9144

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.852.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 782025 FILE NAME: SUBPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D77/11-12
COMPLETION DATE: 11-02-17 JOB NO.: 782.025
REVISED 12-18-17 AJB PER COMMENT LETTER DATED 11-30-17
REVISED 01-10-18 AJB PER COMMENT LETTER DATED 01-09-18
REVISED 02-08-18 AJB PER CLIENT'S REQUEST
REVISED 02-14-18 AJB REVISED PCBMP'S EASEMENT LIMITS
REVISED 03-15-18 REP PER COMMENTED LETTER DATED 03-08-18
REVISED 04-04-18 AJB PER CITY REVIEW LETTER DATED 03-08-18
REVISED 04-23-18 AJB PER CITY REVIEW LETTER DATED 04-20-18
CENTER PLACE - FINAL PLAT
CITY PROJECT NUMBER IS 018-10000014
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OWNER'S CERTIFICATE

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)
THIS IS TO CERTIFY THAT CENTER PLACE, LLC, IS THE OWNER OF THE PROPERTY DESCRIBED ON THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.
DATED THIS ____ DAY OF _____, A.D., 2018.
CENTER PLACE, LLC, JOHN E. LUCZYNSKI -MANAGING MEMBER
P.O. BOX 716 ST. CHARLES, IL 60174
ATTEST: JOHN MCHALE

STATE OF ILLINOIS)
COUNTY OF _____)
THE UNDERSIGNED, AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE DATED _____ A.D. 20____ AND RECORDED IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D., 20____ AS DOCUMENT NO. _____ HEREBY CONSENTS TO AND APPROVES THE SUBDIVISION OF THE LAND AND THE GRANTING OF THE EASEMENT(S) DEPICTED HEREON.
BY: _____ ATTEST: _____
ITS: _____ ITS: _____

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

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

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____)
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____, PERSONALLY KNOWN TO ME TO BE _____ OF SAID _____ AND PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS _____ OF SAID _____ AND CAUSED THE SEAL OF SAID _____ TO BE AFFIXED THERETO, PURSUANT TO AUTHORITY GIVEN BY THE _____ OF SAID _____ AS THEIR FREE AND VOLUNTARY ACT, AND AS FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D., 20____.

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

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

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

POST CONSTRUCTION BEST MANAGEMENT PRACTICES (PCBMPs) EASEMENT PROVISIONS

ALL EASEMENTS INDICATED AS "POST CONSTRUCTION BEST MANAGEMENT PRACTICES (PCBMPs) EASEMENT" ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE AND ITS SUCCESSORS AND ASSIGNS. NO BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAYBE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE INTENDED USE. EACH OWNER OR SUBSEQUENT PURCHASER SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING THE PCBMP EASEMENT AND SHALL NOT DESTROY OR MODIFY GRADES OR SLOPES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE CITY OF NAPERVILLE.

THE CITY OF NAPERVILLE HAVING JURISDICTION OVER PCBMP EASEMENT AREAS FOR THE FOLLOWING PURPOSES:

- A. TO ENTER SAID LAND AT ALL REASONABLE TIMES FOR THE PURPOSES OF INSPECTING SAID LAND TO DETERMINE IF THE GRANTORS, OR THEIR HEIRS OR ASSIGNS, IS COMPLYING WITH THE COVENANTS AND PURPOSES OF THIS GRANT. THE RIGHT OF ENTRY IN NO WAY CONFERS AN OBLIGATION ON THE CITY TO ASSUME RESPONSIBILITY FOR THE PCBMP FACILITY.
B. TO MONITOR, MAINTAIN, REPAIR OR RECONSTRUCT THE PCBMP FACILITY.

IN THE EVENT ANY OWNER OR SUBSEQUENT PURCHASER FAILS TO PROPERLY MAINTAIN THE PCBMP FACILITY, THE CITY OF NAPERVILLE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO MAINTAIN THE POST CONSTRUCTION BEST MANAGEMENT PRACTICES EASEMENT AREA(S) GRANTED BY THIS PLAT.

IN THE EVENT THE CITY OF NAPERVILLE SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE PCBMP EASEMENT, THE COST TOGETHER WITH AN ADDITIONAL SUM OF TEN (10) PERCENT OF SAID COST SHALL UPON RECORDATION OF A NOTICE OF LIEN WITHIN NINETY (90) DAYS OF COMPLETION OF THE WORK CONSTITUTE A LIEN AGAINST THE ASSETS OF THE PROPERTY OWNER. ANY AREA DISTURBED BY MAINTENANCE OR OTHER ACTIVITY SHALL BE RESTORED IN ACCORDANCE WITH CITY OF NAPERVILLE PERMIT NO. _____

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS)
COUNTY OF KANE)
THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:
1. THAT CENTER PLACE, LLC, IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE; AND
2. TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:
NAPERVILLE COMMUNITY UNIT SCHOOL DISTRICT 203
203 WEST HILLSIDE ROAD
NAPERVILLE, IL 60540
NAME: CENTER PLACE, LLC
BY: JOHN LUCZYNSKI ATTEST: JOHN MCHALE
ITS: MANAGING MEMBER ITS: MEMBER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT JOHN LUCZYNSKI AND JOHN MCHALE, PERSONALLY KNOWN TO ME TO BE TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D., 2018.

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.
DATED THIS ____ DAY OF _____, A.D., 2018.
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
STATE REGISTRATION NUMBER _____
REGISTRATION EXPIRATION DATE _____
OWNER COMPANY
NAME: CENTER PLACE, LLC
BY: JOHN LUCZYNSKI SIGNATURE _____
TITLE: MANAGING MEMBER
ATTEST: JOHN MCHALE SIGNATURE _____
TITLE: MEMBER

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.
DATED AT NAPERVILLE, ILLINOIS, THIS ____ DAY OF _____, A.D., 2018.
CITY TREASURER / DIRECTOR, FINANCE DEPARTMENT

CITY OF NAPERVILLE ADMINISTRATIVE APPROVAL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
APPROVED IN ACCORDANCE WITH THE ADMINISTRATIVE APPROVAL CRITERIA AND PROCEDURES SET FORTH IN SECTION 7-2-5 NAPERVILLE MUNICIPAL CODE.
DATED THIS ____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, PETER, A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, #035-003072, HEREBY STATE THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
LOT 6 (EXCEPT THE NORTH 25 FEET THEREOF) AND ALL OF LOT 7 AND THE NORTH 1/2 OF LOT 8 IN BLOCK 4 IN PARK ADDITION TO NAPERVILLE, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12 AND PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 7, AND PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1873 AS DOCUMENT 16818, IN DUPAGE COUNTY, ILLINOIS.
AND ALSO:
THE SOUTH 25 FEET OF LOT 8 IN BLOCK 4 IN PARK ADDITION TO NAPERVILLE, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12 AND PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST 1/4 OF SECTION 7, AND PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1873 AS DOCUMENT 16818, IN DUPAGE COUNTY, ILLINOIS.
I HEREBY STATE THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, ILLINOIS. I HEREBY STATE THAT THE CITY OF NAPERVILLE HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED AND BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP PANELS 17043C0804H AND 17043C0801H BOTH WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, IT IS OUR OPINION THAT NO PART OF THE PROPERTY DESCRIBED HEREON FALLS WITHIN A SPECIAL HAZARD ZONE AS DESIGNATED BY F.E.M.A.
GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS
THIS 23RD DAY OF APRIL, A.D., 2018.
ILLINOIS PROFESSIONAL LAND SURVEYOR #035003072
REGISTRATION/EXPIRATION RENEWAL DATE: NOVEMBER 30, A.D., 2018
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2019

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ____ DAY OF _____, A.D. 2018, AT ____ O'CLOCK ____ M.
RECORDER OF DEEDS

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, _____ COUNTY CLERK OF (DUPAGE) COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL AT DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 2018.
COUNTY CLERK

PREPARED FOR:
OAK CREEK CAPITAL PARTNERS, LLC
P.O. BOX 716
ST. CHARLES, IL 60174
(847) 514-9144

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com
DISC NO.: 782025 FILE NAME: SUBPLAT
DRAWN BY: AJB FLD. BK. / PG. NO.: D77/11-12
COMPLETION DATE: 11-02-17 JOB NO.: 782.025
REVISED 12-18-17\AJB PER COMMENT LETTER DATED 11-30-17
REVISED 01-10-18\AJB PER COMMENT LETTER DATED 01-09-18
REVISED 02-08-18\AJB PER CLIENT'S REQUEST
REVISED 02-14-18\AJB REVISED PCBMPs EASEMENT LIMITS
REVISED 03-15-18\REP PER COMMENTED LETTER DATED 03-08-18
REVISED 04-04-18\AJB PER CITY REVIEW LETTER DATED 03-08-18
REVISED 04-23-18\AJB PER CITY REVIEW LETTER DATED 04-20-18
CENTER PLACE - FINAL PLAT
CITY PROJECT NUMBER IS #18-10000014
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EXHIBIT C
STATEMENT OF GENERAL CONDITIONS

The following information represents general requirements to be fulfilled by the Owner and Developer through the development of the Subject Property as approved by City Council. This list is not intended to be comprehensive and does not preclude all other requirements as set forth in the Naperville Municipal Code. These requirements are in addition to those listed in the Owner and Developer's Acknowledgement and Acceptance Agreement for the Naperville I.P.T. Subdivision ("Agreement").

Public Improvements: Unless otherwise noted in the Agreement, the Owner and Developer will construct all public improvements shown on the final engineering Plans at its sole cost.

Building Permits: No building permits shall be issued for a particular lot or parcel within the Owner and Developer Parcel until the Transportation, Engineering, and Development Business Group, the Public Utilities Department, and the Fire Department have determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

Infrastructure Availability Charges and User Fees: Any person or entity requesting connection and service to the City's water or sanitary system shall pay for all infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the Subject Property for which connection and service is requested.

Facility Installation Charges and User Fees: Any person or entity requesting connection and service to the City of Naperville electric system shall pay for all Facility Installation Charges (FIC) and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the Subject Property for which connection and service is requested.

CEMCON, Ltd.

ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Center Street Watermain Improvements (Ogden Ave to 8th Ave)

JOB NO.: 782.025

DATE:

APRIL 4, 2018

REVISION:

- Watermain Improvements for Center Street (Ogden Ave to 8yh Ave)

- Abandon 6" Watermain on 8th (Washington Alley to Ellsworth Street)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
I. DEMOLITION:					
1	Remove and Dispose Existing Hydrant	2	EA.	\$500.00	\$1,000.00
2	Remove Existing Public Sidewalk	500	S.F.	\$3.00	\$1,500.00
3	Tree Removal	8	EA.	\$500.00	\$4,000.00
4	Remove and Dispose Concrete Drive	1220	S.F.	\$3.50	\$4,270.00
5	Remove and Dispose Curb	30	L.F.	\$12.50	\$375.00
6	Full Depth Pavement Removal	350	S.F.	\$3.00	\$1,050.00
7	Remove and Dispose Existing 4" Watermain	133	L.F.	\$5.00	\$665.00
8	Remove and Dispose Existing Valve Box	1	EA.	\$500.00	\$500.00
Sub-Total Demolition					\$13,360.00
II. WATERMAIN IMPROVEMENTS:					
1	Fire hydrant w/ Auxillary Valve	2	EA.	\$4,135.00	\$8,270.00
2	DIWM 4", Cl. 52 w/ Polyethylene Wrap	30	L.F.	\$40.00	\$1,200.00
3	DIWM 8", Cl. 52 w/ Polyethylene Wrap	96	L.F.	\$47.50	\$4,560.00
4	DIWM 10", Cl. 52 w/ Polyethylene Wrap	5	L.F.	\$60.00	\$300.00
5	DIWM 12", Cl. 52 w/ Polyethylene Wrap	500	L.F.	\$64.00	\$32,000.00
6	10" to 8" Valve in 5' Dia. Vault w/Pressure Connection	2	EA.	\$7,500.00	\$15,000.00
7	10" Valve in 5' Dia. Vault w/Pressure Connection	1	EA.	\$7,250.00	\$7,250.00
8	12" Valve in 5' Dia. Vault	1	EA.	\$4,350.00	\$4,350.00
9	Reducer (4"x12")	1	EA.	\$1,000.00	\$1,000.00
10	Reducer (10"x12")	1	EA.	\$1,750.00	\$1,750.00
11	Reducer (4"x8")	1	EA.	\$1,000.00	\$1,000.00
12	Connect to Existing 4 in. WM	3	EA.	\$1,500.00	\$4,500.00
13	Water Service 1.5", Ty. K w/ Box (Short)	12	EA.	\$850.00	\$10,200.00
14	Water Service 1.5", Ty. K w/ Box (Long) (Directional Bore)	8	EA.	\$4,150.00	\$33,200.00
15	Disconnect existitng water service, remove and dispose of exiting b-box & connect new b-box to existing house service line	19	EA.	\$650.00	\$12,350.00
16	Disconnect existitng lead water service, remove and dispose of exiting b-box; run new water service line to house & connect new b-box to house (all outside of house)	1	EA.	\$2,250.00	\$2,250.00
17	Plug and Block	10	EA.	\$975.00	\$9,750.00
18	Line Stop (Temporary)	5	EA.	\$7,500.00	\$37,500.00
Sub-Total Watermain Improvements					\$186,430.00

EXHIBIT D

EXHIBIT C

CEMCON, Ltd.

ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Center Street Watermain Improvements (Ogden Ave to 8th Ave)

JOB NO.: 782.025

DATE:

APRIL 4, 2018

REVISION:

- Watermain Improvements for Center Street (Ogden Ave to 8yh Ave)
- Abandon 6" Watermain on 8th (Washington Alley to Ellsworth Street)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
III. PAVEMENT IMPROVEMENTS:					
1	PCC Curb & Gutter B.6.12	30	L.F.	\$30.00	\$900.00
2	Full depth Pavement Patch (Open Cut Areas)	350	S.F.	\$12.00	\$4,200.00
3	Concrete Aprons	1220	S.F.	\$8.75	\$10,675.00
4	PCC Service 5' w/4" Agg. Base	420	S.F.	\$6.25	\$2,625.00
5	Paver Service walk	80	S.F.	\$10.00	\$800.00
Sub-Total Watermain Improvements					\$19,200.00
IV. LANDSCAPE IMPROVEMENTS (Does not include Center Place Frontage):					
1	Erosion Control Blanket	7800	S.F.	\$0.30	\$2,340.00
2	Class 1 Seed Mix	0.20	Ac.	\$3,750.00	\$750.00
3	ROW Trees, 3"	12	E.A.	\$650.00	\$7,800.00
Sub-Total Landscape Improvements					\$10,890.00
V. ENGINEERING COSTS:					
1	Topographic Survey		LS		\$5,280.00
2	Final Engineering & Permit Applications		LS		\$7,680.00
3	Construction Staking & Administration		LS		\$4,720.00
4	Record Drawings		LS		\$2,880.00
5	Reimbursables/Printing		Allow.		\$250.00
Sub-total Engineering					\$20,810.00
VI. Construction Management (7% of Costs)					
1	Construction Management (7%)		LS		\$17,548.30
2	City Plan Review & Inspections (1.5%)		LS		\$3,760.35
3	IEPA Permits		LS		\$240.00
Sub-total Construction Management:					\$21,548.65
VII. WATERMAIN IMPROVEMENTS - DEVELOPER COST:					
1	DIWM 4", Cl. 52 w/ Polyethylene Wrap	12	L.F.	\$40.00	\$480.00
2	DIWM 8", Cl. 52 w/ Polyethylene Wrap	182	L.F.	\$47.50	\$8,645.00
3	10" x 8" Valve in 5' Dia. Vault w/Pressure Connection	1	EA.	\$7,500.00	\$7,500.00
4	8" Valve in 4' Dia. Vault	1	EA.	\$3,900.00	\$3,900.00
5	Reducer (4"x8")	1	EA.	\$1,000.00	\$1,000.00
6	Water Service 1.5", Ty. K w/ Box (Short)	5	EA.	\$850.00	\$4,250.00
7	Plug and Block	1	LS	\$1,500.00	\$1,500.00
8	Remove and Dispose Existing 4" Watermain	133	L.F.	\$5.00	\$665.00
9	Remove and Dispose Existing Valve Box	1	E.A.	\$500.00	\$500.00
Sub-Total Watermain Improvements - Developer Cost					\$28,440.00

EXHIBIT D

EXHIBIT C

CEMCON, Ltd.

ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Center Street Watermain Improvements (Ogden Ave to 8th Ave)

JOB NO.: 782.025

DATE:

APRIL 4, 2018

REVISION:

- Watermain Improvements for Center Street (Ogden Ave to 8yh Ave)

- Abandon 6" Watermain on 8th (Washington Alley to Ellsworth Street)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
SUMMARY					
I.	DEMOLITION:				\$13,360.00
II.	WATERMAIN IMPROVEMENTS:				\$186,430.00
III.	PAVEMENT IMPROVEMENTS:				\$19,200.00
IV.	LANDSCAPE IMPROVEMENTS (Does not include Center Place Frontage):				\$10,890.00
	Sub-total Construction:				\$229,880.00
V.	Engineering & Construction Staking (see attached)				\$21,310.00
VI.	Construction Management				\$17,583.30
	TOTAL IMPROVEMENT COSTS				\$268,773.30
VII.	WATERMAIN IMPROVEMENTS - DEVELOPER COST:				(\$28,440.00)
	SUBTOTAL CITY COST OF IMPROVEMENT				\$240,333.30
	15% Contingency of Construction Sub-total				\$34,482.00
	TOTAL CITY COST OF IMPROVEMENT				\$274,815.30

EXHIBIT D