

## Exhibit J

### AGREEMENT OF CONDITIONS AND SPECIFICATIONS FOR A SPECIAL USE PERMIT FOR CORNERSTONE PROPERTY (GENERALLY LOCATED ALONG ILLINOIS ROUTE 83 AND PETERSON ROAD)

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009 (the "**SUP Agreement**"), and is by and among the **VILLAGE OF GRAYSLAKE**, an Illinois municipal corporation ("**Village**") and **LAKE COUNTY LAND HOLDINGS, L.L.C.**, a Delaware corporation (the "**Owner**"). The Village and the Owner are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**" as the context may require.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this SUP Agreement, the parties agree as follows:

#### SECTION 1. RECITALS.<sup>1</sup>

**A.** Owner is the owner of approximately 641 acres of real property generally located at or along Peterson Road, west of Illinois Route 83 and extending west of Alleghany Road, which property is legally described in **Exhibit A** attached hereto (the "**Property**"); and

**B.** The Property is located within the corporate limits of the Village and is governed by an annexation agreement dated \_\_\_\_\_ 2009 (the "**Annexation Agreement**").

**C.** The Property has been zoned into the Village's "MX" Mixed Use zoning district, and the Owner has applied for a special use permit for a planned unit development, including general development plan approval pursuant to a master plan for the entire Property.

**D.** The Village's MX District authorizes tracts in excess of 500 acres to be developed pursuant to a planned unit development, which approval will govern the uses and development for such tract. The Property qualifies for development as a planned unit development under the "MX" District.

**E.** Following proper notice and hearing in the manner provided by law, the Village Plan Commission recommended, and the Village Board of Trustees approved, an "Ordinance Granting a Special Use Permit for a Planned Unit Development and Approving a General Development Plan for the Cornerstone Property (Generally Located Along Illinois Route 83 And Peterson Road)" (the "**SUP Ordinance**"). The effectiveness of the SUP Ordinance was expressly conditioned on the Parties entering into this SUP Agreement.

**F.** The SUP Ordinance and this SUP Agreement set forth the terms and conditions of the Village's approval of a special use permit for a planned unit development and approval of a master plan for the development of the entire Property (the "**Proposed Development**").

**G.** The Owner desires and proposes to develop the Property with a variety of residential, retail/commercial, and light industrial buildings and uses, as well as outlots, all in accordance with the SUP Ordinance, the Annexation Agreement, and this SUP Agreement.

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<sup>1</sup> All capitalized words and phrases throughout this Agreement shall have the meanings set forth in the preamble above and in Sections 1 and 2 of this SUP Agreement.

H. This SUP Agreement is intended to provide for, *inter alia*, (i) the subdivision, development, use, and maintenance of the Property in compliance with this SUP Agreement; and (ii) the construction of certain infrastructure improvements, including sanitary sewer facilities, stormwater detention, and drainage facilities, water facilities, and roadway improvements to serve the Property and the improvements to be constructed thereon.

I. The Parties seek to enter into this SUP Agreement pursuant to the authority granted by, among others, the following: (i) Division 13 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-13-1 *et seq.*); (ii) Division 5 of Article 9 of the Illinois Municipal Code (65 ILCS 5/9-5-1 and 5/9-5-2); (iii) Section 5/11-15.1-2(f) of the Illinois Municipal Code, 65 ILCS 5/11-15.1-2(f), and (iv) the Village's police powers.

J. In order for the Owner to proceed with the development of the Property pursuant to the Master Plan, it will be necessary to construct certain sanitary sewer, stormwater detention and drainage, public water, and roadway improvements, which improvements are necessary and desirable for the development of the Property and the public interest.

K. In order to provide adequate sanitary sewer service to the Property, it will be necessary to construct certain sanitary sewer improvements on and adjacent to the Property as described in the Master Plan ("**Sewer Improvements**"), subject to the Village entering into a sanitary sewer agreement with Lake County ("**County Sewer Agreement**"), as more specifically set forth in the Annexation Agreement.

L. In order to provide adequate access to the Property and to implement certain off-site traffic improvements as are necessary and as are to be required in a transportation improvement agreement between Lake County and the Village of Grayslake, as contemplated by the Annexation Agreement ("**Transportation Improvement Intergovernmental Agreement**"), it will be necessary to construct and/or make financial contributions toward certain roadway improvements on and adjacent to portions of the Illinois Route 83, Peterson Road, and Alleghany Road rights-of-way, as well as other rights-of-way, all as described in the Master Plan ("**Roadway Improvements**").

M. The Village has agreed to cooperate with and assist the Owner in obtaining the necessary approvals from governmental agencies and other approvals and easements from private parties as may be required for the construction of the Roadway Improvements and Sewer Improvements.

N. The Corporate Authorities, after due and careful consideration, have concluded that the zoning, subdivision, development, and use of the Property pursuant to and in accordance with this SUP Agreement would further enable the Village to control the development of the Property and would serve the best interests of the Village.

O. The Corporate Authorities have reviewed and considered the proposed development of the Property, and the various zoning and subdivision approvals being requested to allow for its implementation, and have found the proposed development and such zoning and subdivision approvals to be consistent with the character of, and existing development patterns in, the Village.

P. The Parties have agreed that, unless provided otherwise in this SUP Agreement or the SUP Ordinance, the zoning, subdivision, development, and improvement of the Property shall occur in accordance with the Applicable Village Codes and Ordinances, except to the

extent that the Applicable Village Codes and Ordinances conflict with this SUP Agreement or any ordinance adopted pursuant to this SUP Agreement.

**Q.** The Parties have agreed to the terms and conditions set forth in this SUP Agreement as evidenced by the signatures affixed hereto.

## **SECTION 2. DEFINITIONS.**

Whenever used in this SUP Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

**"Age-Restricted Development"**: A residential development that is designed to serve persons 55 years of age and older, where at least 80% of the dwelling units in such development are Age-Restricted Units. Such limitations shall be enforced by restrictive covenants or other similar means approved by the Village.

**"Age-Restricted Units"**: Dwelling units of any type in an Age-Restricted Development where at least one resident is at least 55 years of age and there are no permanent residents under 21 years of age.

**"Applicable Village Codes and Ordinances"**: The Village Code, Subdivision Ordinance, Zoning Code, Building Code, and all other codes and ordinances adopted by the Village, as amended from time-to-time.

**"Building Code"**: Title 15, entitled "Buildings and Construction," of the Village Code, as the same has been and may, from time to time hereafter, be amended.

**"Corporate Authorities"**: The Mayor and Board of Trustees of the Village.

**"Declaration of Covenants"**: The Declaration of Covenants, Restrictions, and Easements to be recorded by the Owner against the Property pursuant to Section 4 hereof.

**"Effective Date"**: The date of execution of this SUP Agreement by all Parties hereto, which date shall be deemed to be the date set forth in the first paragraph of Page 1 of this SUP Agreement.

**"Exhibits"**: Exhibits A through \_\_\_ attached to this SUP Agreement, as follows:

- A: Legal Descriptions of Property:
  - A-1: 49 +/- Acre Parcel (Beelow)(the "***Incorporated Territory***" under the Annexation Agreement)
  - A-2: 592 +/- Acre Parcel (the "***Subject Territory***" under the Annexation Agreement)
  - A-3: 641 +/- Acre Parcel, being the "***Property***" consisting of the Incorporated Territory and the Subject Territory (as defined in the Annexation Agreement).
- B: Master Plan (see definition of "***Master Plan***" in this Section for Exhibits B-1 through B-14)

- C: Cornerstone: Public Improvements Exhibit, consisting of four (4) sheets, prepared by Spaceco, Inc. and dated 17 March 2009 (the "**Summary of Public Improvements**")
- D: Disclosure Form #1
- D-1: Disclosure Form #2
- E: Dedication Checklist
- F-1: Form of Subdivision Performance Bond
- F-2: Form of Irrevocable Letter of Credit
- G: Permit Application Review Timetable
- H: Temporary Structure Exhibit
- I: Transferee Assumption Agreement

**"Final Engineering Plan"**: The engineering plan that receives the approval of the Village Engineer pursuant to Section 3 of this SUP Agreement and in substantial accordance with the preliminary engineering plans included in the Master Plan and the Requirements of Law. The Final Engineering Plan should address all Project Improvements and other elements related to the development of the Property, including a timetable for undertaking the activities required in connection with the Project Improvements to be developed. Different areas within the Property may have their own Final Engineering Plan, which Final Engineering Plan may be approved separate and apart from the rest of the Property, provided that the Village Engineer determines that such area may be independently developed based on reasonable engineering judgment and compliance with the Requirements of Law regarding the provision of access, stormwater management, utilities, and other necessary services and facilities. Upon such approval, the Final Engineering Plan shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this SUP Agreement and shall, for all purposes in this SUP Agreement, supersede any engineering plans previously submitted for consideration or tentative approvals or included in the Master Plan with respect to the area of the Property that is the subject of such Final Engineering Plan. For purposes of this Agreement, any reference to "the Final Engineering Plan" shall refer to any Final Engineering Plan relating to a portion of the Property that otherwise meets the terms of this definition.

**"Final Landscaping Plan"**: The landscaping plans that receive the approval of the Village pursuant to Section 3 of this SUP Agreement and in substantial accordance with the Requirements of Law. Different areas within the Property may have their own Final Landscaping Plan, which Final Landscaping Plan may be approved separate and apart from the rest of the Property. Upon such approval, the Final Landscaping Plan shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this SUP Agreement and shall, for all purposes in this SUP Agreement, supersede any landscaping plans previously submitted for consideration or tentative approvals or included in the Master Plan with respect to the area of the Property that is the subject of such Final Landscaping Plan. A Final Landscaping Plan does not include landscaping required as part of

the design review for an individual lot or building. For purposes of this Agreement, any reference to "the Final Landscaping Plan" shall refer to any Final Landscaping Plan relating to a portion of the Property that otherwise meets the terms of this definition.

**"Final PUD Plans"**: The final planned unit development plans that receive the approval of the Corporate Authorities pursuant to Section 3 of this SUP Agreement and in substantial accordance with the Requirements of Law. Different areas within the Property may have their own Final PUD Plans, which Final PUD Plans may be approved separate and apart from the rest of the Property. Upon such approval, the Final PUD Plans shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this SUP Agreement and shall, for all purposes in this SUP Agreement, supersede any plans previously submitted for consideration or tentative approvals or included in the Master Plan with respect to the area of the Property that is the subject of such Final PUD Plans. For purposes of this Agreement, any reference to "the Final PUD Plans" shall refer to any Final PUD Plans relating to a portion of the Property that otherwise meets the terms of this definition.

**"Final Subdivision Plat"**: The subdivision plat that receives the approval of the Corporate Authorities pursuant to Section 3 of this SUP Agreement and in substantial accordance with the Requirements of Law. Different areas within the Property may have their own Final Subdivision Plat, which Final Subdivision Plat may be approved separate and apart from the rest of the Property. Upon such approval, the Final Subdivision Plat shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this SUP Agreement and shall, for all purposes in this SUP Agreement, supersede any plats previously submitted for consideration or tentative approvals or included in the Master Plan with respect to the area of the Property that is the subject of such Final Subdivision Plat. For purposes of this Agreement, any reference to "the Final Subdivision Plat" shall refer to any Final Subdivision Plat relating to a portion of the Property that otherwise meets the terms of this definition.

**"Force Majeure"**: Strikes, lockouts, acts of God, or other factors beyond a Party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless such weather conditions are unusually severe or abnormal considering the time of year, the particular location involved, and the impact on the sequencing of work based on the timetable included in the Final Engineering Plan.

**"Lot"**: A lot of record comprising a portion of the Property, as depicted on a Final Subdivision Plat.

**"Market Rate Apartments"**. Apartments in an Apartment Building (as those terms are defined under the Grayslake Zoning Code, but exclusive of two-family dwellings and attached single-family dwellings such as townhouses having separate facilities except for common demising walls and roofs) that are made available based on prevailing market rates for rent and without any restriction regarding rental adjustment. Market Rate Apartments do not include Age-Restricted Units or Apartments in an Apartment Building that are for sale or intended for sale.

**"Master Plan"**: The plans and related materials for the proposed development of the Property approved pursuant to Section 2 of the SUP Ordinance, which are attached to this SUP Agreement as **Group Exhibit B**, and listed below:

1. Cornerstone: General Development Plan, consisting of one sheet being Page 2A of 15, prepared by Spaceco Inc., dated 16 February 2009 with last revision dated 25 February 2009 (the "**Land Use Plan**"), and attached hereto as **Exhibit B-1**;
2. Cornerstone: Proposed Zoning Standards and Land Uses, prepared by The Alter group and dated 5 November 2008, with last revision dated \_\_\_\_\_ (the "**Zoning Standards**"), being attached hereto as **Exhibit B-2**;
3. Cornerstone: Parcel Map Exhibit prepared by The Alter Group and dated 25 September 2008 (the "**Parcel Map**"), and attached hereto as **Exhibit B-3**;
4. Cornerstone, A New Beginning: Project Vision and Pattern Book, prepared by The Alter Group, consisting of a cover sheet, pages I and II, and 83 pages, dated 15 December 2008, and annotated and updated as of \_\_\_\_\_ 2009 (the "**Pattern Book**"), and attached hereto as **Exhibit B-4**;
5. Cornerstone Development Preliminary Engineering Plans, consisting of 15 sheets, prepared by Spaceco, Inc., dated 16 February 2009, plus the following additional documents: (a) Overall Stormwater Management Calculations dated 17 February 2009; (b) Boundary Survey (excluding the Incorporated Territory) dated 19 April 2007; (c) ALTA Survey (Incorporated Territory), by R.E. Allen dated 25 May 2006; (d) boundary survey (entire Property) dated 18 May 2007; (e) Traffic Impact Analysis, by Metro Transportation Group, dated 17 February 2009; (f) Traffic Characteristic Analysis by CH2M-Hill, dated 15 July 2008; all subject to the roadway cross-section standards set forth in the \_\_\_\_\_ 2009 letter from Baxter & Woodman consisting of seven pages (the "**Preliminary Engineering Plan**") collectively attached hereto as **Group Exhibit B-5**;
6. Cornerstone Engineering Standards Comparison Tables, consisting of 18 pages and prepared by Spaceco, Inc., dated 17 March 2009 and updated as of 12 August 2009 (the "**Engineering Standards Table**"), and attached hereto as **Exhibit B-6**;
7. Stormwater/Detention Analysis Report: Preliminary Stormwater Management Report, consisting of three volumes and prepared by Christopher B. Burke Engineering, dated 17 February 2009 (the "**Stormwater Management Report**"), attached hereto as **Exhibit B-7**;
8. Cornerstone Preliminary Landscape Plan, consisting of nine sheets being labeled Sheets L-01, L-02, L-04 through L-10 prepared by Daniel Weinbach & Partners, Ltd. dated 17 February 2009 (the "**Preliminary Landscape Plan**"), attached hereto as **Group Exhibit B-8**;
9. Cornerstone Circulation Plan, consisting of one sheet being labeled Sheet L-03, prepared by Daniel Weinbach & Partners, Ltd. dated 17 February 2009 (the "**Circulation Plan**"), attached hereto as **Exhibit B-9**;
10. Traffic Study: Cornerstone Mixed Use Development Traffic Impact Analysis, prepared by Metro Transportation and dated 17 February 2009 (the "**Traffic Study**") attached hereto as **Exhibit B-10**;

11. "Application Response to Rezoning and PUD Objectives" consisting of two pages and dated 17 February 2009 (the "**PUD Objectives**"), attached hereto as **Exhibit B-11**;
12. "Cornerstone – Sustainability Concepts" consisting of one sheet prepared by The Alter Group and dated 27 February 2009 ("**Sustainability Concepts**"), attached hereto as **Exhibit B-12**;
13. Tree Surveys prepared by Christopher B. Burke Engineering dated 28 August 2008, as well as letters dated: (a) 3 October 2005 relating to the survey of 585 acres, (b) the 12 June 2006 relating to the Incorporated Territory, and (c) the 6 July 2007 relating to the 8-acre Titus parcel (collectively the "**Tree Survey**"), attached hereto as **Exhibit B-13**; and
14. Tree protection and preservation standards as set forth in the letter dated 6 November 2008 from 3D Design Studio (the "**Tree Preservation Standards**"), attached hereto as **Exhibit B-14**

Whenever new, additional, or modified plans or other materials are submitted to and approved by the Village according to this SUP Agreement or other applicable ordinances, such new, additional, or modified plans or other materials shall, to the extent appropriate, be deemed incorporated into the Master Plan. The Parties agree that such other plans and materials to be incorporated into the Master Plan shall be memorialized in a writing that indicates the plans or materials are so incorporated, which writing shall be executed by Owner and the Village (through the Village Manager or the Manager's designee).

**"Model Units"**: Dwelling units, irrespective of type, that are authorized pursuant to Final PUD Plans to be constructed and used for sale and promotional purposes.

**"Plan Commission"**: The Plan Commission of the Village, established by the Village Code, as the same has been and may, from time to time hereafter, be amended.

**"Population Equivalent (P.E.)"**: The calculated population that would normally produce 100 gallons of sanitary sewage per day in accordance with IEPA standards.

**"Project Improvements"**: The Private and Public Improvements and any related facilities as provided in Section 7 of this SUP Agreement.

**"Property Improvements"**: All of the improvements and facilities that are required or authorized to be made, constructed, or installed in connection with the subdivision and development of the Property, which improvements and facilities are (i) set forth on the Master Plan, (ii) approved as part of any Final Engineering Plan, Final Landscaping Plan, or Final Subdivision Plat, or (iii) described in Section 7 of this SUP Agreement ("**Improvements List**"). The Property Improvements shall be comprised of:

- "**Public Improvements**," being those Property Improvements that are to be dedicated to a public body or agency as part of the development of the Property, and which are depicted on the Master Plan (or as may be depicted on a Final PUD Plan) as being dedicated to the public. The Public Improvements for the Property are summarized in Exhibit C to this SUP Agreement.

- **"Private Improvements,"** being those Property Improvements (other than Public Improvements and Structural Improvements) that are required to be constructed, installed, or placed in service as part of the development of the Property pursuant to the Master Plan, a Final PUD Plan, or Requirements of Law. Unless otherwise approved as part of the list of Public Improvements in connection with an approved Final PUD Plan or otherwise depicted on Exhibit C, Private Improvements shall include without limitation the following:
  - a. stormwater detention areas;
  - b. all customary private utilities (electricity, gas, telephone, cable television, etc.)
  - c. public amenities, which amenities may include benches and similar improvements;
  - d. sidewalks and trails;
  - e. bike paths (including off-site bike paths where easement rights have been granted therefor);
  - f. alleys and residential roads approved as private roads;
  - g. access roads in non-residential areas, unless expressly approved for dedication;
  - h. entryway and directional signage;
  - i. fencing;
  - j. berms;
  - k. landscaping (including without limitation sidewalk plantings and sidewalk trees);
  - l. benches;
  - m. gazebos;
  - n. kiosks; and
  - o. exterior lighting (including without limitation decorative lighting and bollards).
  
- **"Structural Improvements,"** being those Property Improvements (other than the Project Improvements) consisting of buildings and structures authorized to be constructed on the Property, as well as the parking lot areas on the Property.

**"Residential Sewerage Flow":** The amount of sewage (as expressed in P.E.) generated from the residential development within the Property.

**"Requirements of Law":** Applicable Village Codes and Ordinances and all applicable federal, state, and county laws, statutes, codes, ordinances, resolutions, rules, and regulations.

**"Subdivision Ordinance":** Title 16 of the Village Code, being the Village of Grayslake subdivision regulations, as the same has been and may, from time to time hereafter, be amended.

**"Village Code":** The Grayslake Village Code, as the same has been and may, from time to time hereafter, be amended.

**"Zoning Code":** Title 17 of the Village Code, being the Village of Grayslake zoning regulations, as the same has been and may, from time to time hereafter, be amended.



**SECTION 3. FINAL PUD, SUBDIVISION, LANDSCAPING, AND ENGINEERING PLANS AND PLATS.**

**A. Submission of Final Plans.**

1. Initial Submission. Prior to the development of the Property and within six years after the latter to occur of (a) the effective date of the SUP Ordinance or (b) the expiration of the owner's disconnection rights under the Annexation Agreement, the Owner shall prepare and submit to the Village one or more Final PUD Plats, Final Subdivision Plats, Final Landscaping Plans, and Final Engineering Plans (collectively, "**Final PUD Plans**") relating to a total of at least 40 acres of the Property. Upon request of the Owner, the Village agrees to grant up to two one-year extensions of such six-year period, or such other extensions as the Village may otherwise agree; any such extensions shall not require an amendment to the SUP Agreement.

2. Submission Requirements. The Owner may submit Final PUD Plans for all or portions of the Property, so that the development of the Property may occur in phases; provided, however, that any Final PUD Plans that do not encompass all of the Property will only be effective with respect to that portion of the Property included within such Final PUD Plans and will not otherwise affect the applicability of the Master Plan for other portions of the Property; and provided further that no portion of the Property may be approved as a separate phase of the development of the Property unless the Village Engineer determines that such phase can be developed independently based on reasonable engineering judgment and compliance with the Requirements of Law regarding the provision of access, stormwater management, utilities, and other necessary services and facilities. No Final PUD Plans may be submitted for any portion of the Property unless all utility extensions required to serve such portion of the Property are included as part of the Final PUD Plans.

3. Design Standards. The Final PUD Plans shall all be prepared in substantial conformity with the Master Plan; provided, however, that the layout of the buildings and parking areas for the Property are depicted on the Master Plan for illustration purposes only, and the final layout of the buildings and parking areas for the Property shall be subject to review and approval by the Village Board as part of the Final PUD approval process in accordance with Section 7.A.11 of this Agreement. The Village acknowledges and agrees that the Final PUD Plat and the Subdivision Plat may be incorporated into one and the same document. The Final PUD Plans shall include a plan showing all utilities including but not limited to gas, phone, water and sewer (including services for attached single-family and commercial/retail areas), and cable, and all necessary and appropriate easements for such utilities.

**B. Residential Common Areas; Residential Areas Near Commercial and Other Areas.** Prior to consideration of a Final Subdivision Plat for any residential development, the Owner shall prepare and submit to the Village for approval a plat depicting (i) all common areas within the residential development, including entrance to the development, detention, wetlands, and any cul-de-sac islands (the "**Residential Common Areas**") based on the Final Plat for each phase of development of the Property, and (ii) the zoning of each parcel within 500 feet of the residential development. Similarly, for any Final Plat of Subdivision including a non-residential development having common areas serving such non-residential development, the Owner shall prepare and submit to the Village for approval a plat depicting all common areas within the non-residential development, including entrance to the development, detention, wetlands, and any cul-de-sac islands (the "**Non-Residential Common Areas**") based on the

Final Plat for each phase of development of the Property. (Collectively, the Residential Common Areas and Non-Residential Common Areas may from time-to-time be referred to hereinafter as the "**Common Areas.**") The Village may reject a Final Subdivision Plat unless there exists a mechanism by which the Common Areas will be cared for and an adequate funding source for such care, such as an owners' association; provided that such mechanism of caring for the Common Areas shall be subject to the review and approval of the Village. In addition, for any portion of the Property where residential units are located within 500 feet of an area zoned for commercial or industrial use, the Owner shall attach the applicable disclosure form regarding such nearby uses set forth as Exhibit D or Exhibit D-1 to this Agreement (the "**Disclosure Form**") to future purchase contracts for units in such residential area(s), which Disclosure Form shall likewise be recorded against the title of each such residential unit.

**C. Approval if Substantially Conform to Master Plan.** After the Final PUD Plans have been submitted to the Village, the Village shall cause the same to be promptly reviewed and shall cause such meetings to be conducted as may be necessary for approval of the Final PUD Plat and Final Subdivision Plat. The approval of the Final PUD Plat and Final Subdivision Plat shall require a meeting before the Plan Commission and Board of Trustees, but shall not require a public hearing before the Plan Commission so long as the Final PUD Plat and Final Subdivision Plat substantially conform to the Master Plan. Following the required review and meetings, the Village Board shall promptly adopt an ordinance approving the Final PUD Plat and Final Subdivision Plat and directing all required Village signatures and certifications to be affixed to the Final PUD Plat and Final Subdivision Plat provided that the Final PUD Plat and Final Subdivision Plat are in substantial conformance with the Master Plan (modifications approved by the Village Engineer to accommodate changes required to obtain required permits for the Sewer Improvements, wetlands, water facilities, stormwater detention and drainage improvements, and the Roadway Improvements shall not be deemed to impact the determination of substantial conformance). However, no such signatures and certifications shall be affixed by the Village until the Owner shall have (i) obtained Final Engineering Plan approval from the Village Engineer, (ii) obtained all other approvals, sworn statements, signatures, and certifications required for the Final PUD Plat and Final Subdivision Plat; (iii) presented the Village with adequate evidence of merchantable fee simple title to the Property; (iv) paid the Village its reasonable legal, engineering, consulting, and administrative fees, costs, and expenses; (v) deposited with the Village Clerk a sufficient sum, in current funds, to reimburse the Village for the actual cost of recording the Final PUD Plat and Final Subdivision Plat, (vi) secured Village approval of the Declaration of Covenants (as set forth in Section 4 of this Agreement), (vii) deposited with the Village Clerk all required escrow moneys, and (viii) delivered the performance security relating to such Final Subdivision Plat in substantial accordance with Section 10 of this SUP Agreement.

**D. Recordation.** After final approval, execution, and certification of the Final PUD Plat and Final Subdivision Plat by the Village, the Village shall promptly cause the Final Subdivision Plat to be properly recorded with the Lake County Recorder of Deeds.

**E. Changes to Final PUD Plans; Applicability of Pattern Book.** Notwithstanding any provision of the Zoning Code to the contrary, following approval and recordation of the Final PUD Plat and Final Subdivision Plat, any proposed change that would not increase or decrease by more than 10 percent the size of an individual building or the total square footage of all proposed buildings (excluding those buildings referenced as outparcels and future nonresidential development areas), as depicted on the approved Final PUD Plans, or any proposed change that would not change the proposed location of a building by more than 20 feet, as depicted on the approved Final PUD Plans, may be deemed by the Village Manager

to be a minor change subject only to the review and approval of Village staff, including the building department, and the Village's architectural consultant. Exterior modifications to the approved elevation plans for the proposed buildings on the Property, including without limitation changes to building entrances, if in substantial conformity to the approved elevation plans and Pattern Book as determined by the Village, shall be deemed by the Village Manager to be minor changes subject to the review and approval of Village staff and the Village's architectural consultant provided that such modifications fall within the parameters described above. Any change to the approved Final PUD Plans that does not fall within the parameters described above shall be deemed a major change and shall be granted only after application to, and approval by, the Village Board, by resolution duly adopted. The Village Board may, but shall have no obligation to, require that the application for a major change be considered at a public hearing before the Village Board or other board or commission as the Village Board shall require. To the extent that an approved Final PUD Plan does not include building elevations, such elevations shall be approved by the Village upon determination of compliance with Applicable Village Codes and Ordinances and conformity with the Pattern Book. Notwithstanding anything to the contrary in the Pattern Book, final determinations of conformity with the standards in the Pattern Book shall be made by the Village in the context of the Applicable Village Codes and Ordinances; provided, however, that, unless expressly provided as part of the approval of a Final PUD Plan, the Pattern Book will control in the event of a conflict with the provisions of the Applicable Village Codes and Ordinances, except for those provisions of the Applicable Village Codes and Ordinances relating to specific life, health, or safety code requirements.

#### **SECTION 4. DECLARATION OF COVENANTS.**

Prior to recordation of the Final PUD Plat and Final Subdivision Plat, the Owner shall record against the Property (or such portion of the Property included within the Final PUD Plat and Final Subdivision Plat), in a form and substance reasonably acceptable to the Village Attorney, a Declaration of Covenants providing for the following, as applicable:

a. the protection and maintenance (including prohibitions on the removal or relocation of such improvements unless otherwise approved by the Village), by the property owners, in perpetuity, of the Private Improvements, Common Areas, and common facilities, including without limitation the stormwater detention areas, public amenities, the parking lots, sidewalks and bike paths, entryway and directional signage, fencing and berms, landscaping (including without limitation sidewalk plantings and sidewalk trees), benches, kiosks, alleys, designated private roads and accesses, and exterior lighting (including without limitation antique lighting and bollards) on the Property; and

b. public access to the bike paths, sidewalks, and pedestrian circulation areas, including the granting of easements over such areas, unless otherwise provided in the Final PUD Plan approval; and

c. cross-parking easements in the event that any portion of the Property is subdivided as an individual lot and such lot does not contain a sufficient number of parking spaces to meet the parking requirements as prescribed in this SUP Agreement;

d. no overnight truck parking shall be permitted on the Property, except: (i) as expressly provided in the Final PUD Plans, or (ii) for office, industrial,

research and development, and retail uses, where such trucks are related to the business occupying the lot in question;

e. unless otherwise provided in the Final PUD Plan approval, the right of the Village to take action to cure any failure of the property owners to properly maintain and repair the Project Improvements subject to the final Declaration of Covenants (except the parking lot) or to otherwise fail to abide by the provisions of the declaration or declarations following reasonable notice and cure periods and the right of the Village to be reimbursed for all costs and expenses incurred by the Village related thereto, including without limitation the right of the Village to perfect a lien to recover such costs and expenses against any or all of the parcels within the affected portion of the Property, all subject to notice and cure periods reasonably acceptable to the parties; and

f. prior written approval from the Village of any amendments to the Declaration of Covenants that affect the matters set forth in this Section or other Village responsibilities.

In addition, the Owner desires and shall include in appropriate declarations of covenants a limitation on residential rental developments within the Property that restricts the number of parking spaces assigned to rental unit tenants to not more than 2 primary spaces per unit and guest parking of not more than 10% of the total number of primary parking spaces. Within 30 calendar days after recording of any amendment to the Declaration of Covenants, Owner shall provide the Village with a copy of the recorded amendment.

## **SECTION 5. USE AND DEVELOPMENT OF THE PROPERTY.**

**A. Use and Development Restrictions.** The Master Plan for the Property provides for a maximum of 801 dwelling units on the Property, approximately 635,000 square feet of commercial, retail, and office use, and approximately 325 acres of light industrial/office uses. These uses are to occur within distinct development parcels within the Property as depicted on the Land Use Plan (the "***Development Parcels***"). Unless otherwise expressly provided as part of the Final PUD Plans (or Section 4.C of the Annexation Agreement), the permitted uses and development parameters affecting any Lot on the Property will be determined by (i) the Development Parcel within which such Lot is located, (ii) whether such Lot is designated for residential, retail/commercial, or light industrial use, and (iii) the Zoning Standards set forth in **Exhibit B-2**. In addition, the following limitations and requirements shall apply:

- i. No more than 801 dwelling units may be developed on the Property.
- ii. No more than 78 Market Rate Apartments (exclusive of Age-Restricted Units) may be developed on the Property for rental purposes. Such apartments are to have a minimum fair market value (based on comparative purchase price or rental rate) of not less than \$185,000 for a one-bedroom apartment, and not be less than \$220,000 for a two-bedroom apartment [which values are expressed in 2009 dollars and shall be adjusted based on the Engineering News Record (ENR) Cost Index]. No more than 50 apartments may be designed or constructed with two bedrooms, and the remainder of which shall be designed and constructed with not more than one bedroom.

- iii. No more than 123 market-rate detached single-family dwellings (exclusive of Age-Restricted Units) may be developed on the Property.
- iv. Age-Restricted Units. A total of 178 dwelling units on the Property are planned to be Age-Restricted Units. A minimum of 145 of the total maximum 801 dwelling units shall be Age Restricted Units except that the Age-Restricted Units may be replaced with non-residential development or open space; except that no more than ten Age-Restricted Units may be replaced with public open space. There shall be no limit on the number of Age-Restricted Units provided the total number of residential units shall not exceed 801. In addition, to the extent that the number of Age-Restricted Units is fewer than 145 units, then the total maximum dwelling units authorized for the Property shall be reduced from 801 on a unit-for-unit basis.
- v. Unless expressly authorized by the Village, the total Residential Sewerage Flow from the Property shall not exceed 3,000 P.E.; in no event, however, may the Village authorize a total Residential Sewerage Flow in excess of 3,500 P.E.

**B. General Restrictions.** Notwithstanding any use or development right that may be applicable or available to the Property pursuant to the Zoning Code, the Property shall be used and developed, except for minor alterations due to final engineering and site work approved by the Village Engineer, only pursuant to and in substantial accordance with the following:

- i. this SUP Agreement;
- ii. the Final PUD Plat and Final Subdivision Plat;
- iii. the Final Engineering Plans;
- iv. the Final Landscaping Plans;
- v. the SUP Ordinance;
- vi. all other applicable provisions of the Zoning Code and Subdivision Ordinance;
- vii. the Village Code, including without limitation the Building Code;
- viii. the Declaration of Covenants, as they may be tendered, approved, and amended from time-to-time; and
- ix. the Requirements of Law.

Unless otherwise provided in this SUP Agreement or the approved Final PUD Plans, either specifically or in context, in the event of a conflict between or among any of the plans and documents set forth in this Section, the document that provides the greatest control and protection for the Village (as determined by the Village) shall control. All of the plans and documents set forth in this Section 5.B shall be interpreted so that the duties and requirements imposed or rights obtained by any one of them are cumulative among all of them, unless

otherwise provided in this SUP Agreement or the Approved Final PUD Plans either specifically or in context.

**C. Amendments.** If the Applicable Village Codes and Ordinances are amended during the term of this SUP Agreement so as to impose more stringent requirements on the development of the Property in substantial accordance with this SUP Agreement, the amended regulations shall apply to the development of the Property so long as the regulations are applicable in general to all owners, users, and developers of property in the Village, and do not, as a practical matter, affect only the Owner or the Property. Notwithstanding the aforesaid, no building code amendment or amendment to permit fees shall be applicable to the Property until six months after the date the Village adopts such amendment. The Village shall make reasonable and diligent efforts to notify Owner of any such amendment. However, failure to notify Owner as aforesaid shall not extend the aforesaid six-month period. In addition, to the extent that the Village limits the applicability of existing Applicable Village Codes and Ordinances or future amendments thereto to a similarly situated owner or developer of property within the Village, the Village agrees that such limitation shall also extend to the Owner with respect to the Property under this SUP Agreement.

**D. Development Phasing.** The Owner agrees that construction of residential units on the Property is to be generally coordinated with the development of nonresidential buildings and shall be limited as follows:

1. Phase I. The total amount of Residential Sewerage Flow from the Property (exclusive of Residential Sewerage Flow attributable to Age-Restricted Units and authorized Model Units) shall not exceed 750 P.E. until at least 500,000 square feet of non-residential buildings have been built on the Property.

2. Phase II. The total amount of Residential Sewerage Flow (exclusive of Residential Sewerage Flow attributable to Age-Restricted Units and authorized Model Units) from the Property shall not exceed 1,500 P.E. until at least 1,000,000 square feet of non-residential buildings have been built on the Property.

3. Phase III. The total amount of Residential Sewerage Flow (exclusive of Residential Sewerage Flow attributable to Age-Restricted Units and authorized Model Units) from the Property shall not exceed 2,250 P.E. until at least 1,500,000 square feet of non-residential buildings have been built on the Property.

4. Certain Additional Residential Phasing Limitations. No certificates of occupancy for apartments or detached single-family dwellings on the Property (other than authorized Age-Restricted Units and Model Units) may be issued earlier than (a) five years after the first building permit is issued for any portion of the Property; and (b) at least 500,000 square feet of non-residential buildings have been built; provided, however, that notwithstanding paragraphs 5.D.4(a) and (b) above, certificates of occupancy for apartments on the Property may be issued provided a minimum of 1,000,000 square feet of non-residential buildings have been built; and provided further that, notwithstanding paragraphs 5.D.4(a) and (b) above, certificates of occupancy for detached single-family dwelling on the Property may be issued provided a minimum of 1,500,000 square feet of non-residential buildings have been built.

5. Additional Phasing Limitation on Detached Single-Family Dwellings. No more than a total of 41 certificates of occupancy for detached single-family dwellings (other than authorized Age-Restricted Units and Model Units) on the Property may be issued in the first calendar year during which certificates of occupancy may be issued for

detached single-family dwellings. No more than a total of 82 certificates of occupancy for detached single-family dwellings (other than authorized Age-Restricted Units and Model Units) on the Property may be issued in the first two calendar years during which certificates of occupancy may be issued for detached single-family dwellings.

**E. No Further Zoning Approvals.** Subject to the Owner securing approval of the Final PUD Plans for the development of the Property that substantially conforms to the Master Plan, and subject to the terms and conditions of this SUP Agreement, no further zoning approvals shall be required of the Owner as a prerequisite to the receipt by the Owner of the permits necessary to permit the development of the Property as depicted on the Master Plan in substantial conformity with this SUP Agreement, except as required by Section 3 of this SUP Agreement with respect to the Property.

**F. Design Standards.** Elevations of all facades and detailed plans sufficient for completing design review shall be submitted to the Village Building Department for any building on the Property for Village review and approval prior to construction of such building or buildings. All buildings on the Property shall be designed consistent with the Pattern Book included in the Master Plan.

## **SECTION 6. FUTURE COOPERATION.**

**A. In General.** The Village agrees to provide to the Owner such cooperation, support, and assistance as may be reasonably necessary to implement the provisions of this SUP Agreement and to obtain any and all permits and approvals from other governmental entities with jurisdiction required to allow the Owner to develop the Property in substantial accordance with this SUP Agreement, including but not limited to permits and approvals for the Roadway Improvements, public water service, Sewer Improvements, and storm water management; provided, however, that any reasonable costs incurred by the Village in its cooperation, support, and assistance shall be fully reimbursed by the Owner. The Village agrees to grant the Owner such access and easement rights to Village rights-of-way as reasonably necessary to construct the Sewer Improvements necessary for the Property in conformance with the approved Final Engineering Plans. In the event that the Owner is unable to secure easements or other rights reasonably required for the extension of utilities for the Property or construction of the Roadway Improvements, to the extent permitted by law, authority, and jurisdiction, the Village agrees to provide assistance in securing such easements, provided that such assistance shall be at no cost to the Village.

**B. Additional Land.** Owner shall be permitted to add new property to the Property subject to the Master Plan provided that all necessary public notices and hearings are held, including but not limited to planning, zoning, and annexation agreement hearings. The Village and the Owner agree to utilize their respective best efforts to provide that new property added to the Master Plan shall be subject to the obligations and benefits provided in this SUP Agreement, as it may be amended to incorporate the new property into its amended terms and provisions.

## **SECTION 7. PROJECT IMPROVEMENTS.**

**A. Description of Project Improvements.** Except for public financial incentives and assistance that may be provided by the Village pursuant to the Annexation Agreement or otherwise provided by other public agencies, the Owner shall, at no cost or expense to the Village (and in sequence appropriate for the phase of the Proposed Development), design, construct, and install all of the Project Improvements on and serving the

Property that are identified on the Master Plan and in the approved Final Engineering Plans and Final PUD Plans and in substantial accordance with the following specifications:

1. Landscaping. Landscaping on the Property shall be installed in substantial conformity with the Final Landscaping Plans, which Plans shall be in substantial conformance with the Master Plan and shall be subject to Village review and approval. Unless otherwise provided in the Village-approved mechanism for landscape maintenance, the Owner shall be required to maintain the landscaping as set forth in the Final Landscaping Plans on the Property in substantial accordance with good arboricultural and landscaping practices and as detailed in the Declaration of Covenants. If, for whatever reason, any of the plantings depicted on any Final Landscaping Plan are removed, destroyed, or otherwise fail to survive two years following (i) the issuance of a certificate of occupancy for the improvements on a particular lot or (ii) initial installation of such plantings, whichever is later, the Owner shall, not later than the next planting season occurring at least 30 calendar days after the Owner receives notice from the Village, replace such plantings with substitute plantings that substantially conform to the size and type of the original plantings, as depicted on the Final Landscaping Plans. For purposes of this Subsection, a "planting season" shall be either the period between 15 April and 15 June or the period between 1 September and 1 November in any calendar year.

2. Screening Along Boundaries. The Owner shall install fences, berms, or other screening in substantial accordance with the Master Plan.

3. Stormwater Detention. The Owner shall design and install the stormwater detention facilities for the Property in substantial accordance with the Master Plan.

4. Sanitary Sewer. Sanitary sewer service shall be provided to the Property by sanitary sewer facilities connected to the Lake County sanitary sewer system, which sanitary sewer facilities shall be constructed and completed in substantial accordance with the Final Engineering Plans and in compliance with the County Sewer Agreement (as it may be amended pursuant to the Annexation Agreement in order to authorize sanitary sewerage service to the Property).

5. Water. Water service shall be provided to the Property through the Village's public water system. The extensions and upgrades to the water system shall be constructed and completed in substantial accordance with the Final Engineering Plans.

6. Roadway Improvements. All roads within the Property, as well as access improvements to and from the Property, shall be constructed and completed in substantial accordance with the Final Engineering Plans. The Owner shall also construct and complete (or make appropriate financial contributions toward) the Roadway Improvements, as well as any additional improvements required by the Transportation Improvement Intergovernmental Agreement.

7. Sidewalks and Paths. The Owner shall construct and complete, at no cost or expense to the Village, all sidewalks within the Proposed Development, as well as the paths (both on-site and off-site), in the locations depicted on the Master Plan, which sidewalks and paths shall be constructed and completed in substantial accordance with any Final Engineering Plans. The Owner may submit a phased construction schedule for completion of the sidewalk and path improvements, which phased construction schedule shall be subject to the reasonable review and approval of Village staff, and must provide without limitation that any and all sidewalks and paths that are adjacent to the rear yard of any residential lot must be constructed and completed prior to the issuance of a certificate of occupancy for the Property.



8. Village-Approved Amenities. The Owner shall construct and complete, at no cost or expense to the Village, certain Village-approved amenities throughout the Property, as depicted and described in the Master Plan, which may include the following:

- a. benches;
- b. decorative lighting and bollards;
- c. paths;
- d. gazebos;
- e. kiosks; and
- f. public amenities and similar improvements.

The type, location, and design of such amenities shall be subject to Village review and approval at the time of approval of the Final PUD Plans. The Owner may submit a phased construction schedule for completion of the Village-approved amenities, which phased construction schedule shall be subject to the reasonable review and approval of Village staff. Unless identified on the Summary of Public Improvements (Exhibit C hereto) or expressly provided in any Final PUD Plans, such amenities will be Private Improvements within the Proposed Development.

9. Dumpsters. All dumpsters and other trash enclosures shall be installed, maintained, and screened in substantial accordance with Village ordinances and regulations, except to the extent otherwise provided in the Pattern Book of the Master Plan.

10. Signage. All signage shall be subject to the Village's sign regulations, except as otherwise provided in the Pattern Book. For each portion of the Property for which a Final PUD Plan is submitted, Owner shall submit to the Village for its review and approval, which approval shall not be unreasonably withheld, a comprehensive sign package including all proposed signage (including traffic control, no-parking signs, but not entry way signage) for the portion of the Property included within the proposed Final PUD Plan. In addition, prior to installation, any "way finding" signs shall be subject to the review and approval of the Village. Signage relating to the use and occupancy of an individual lot shall not be included within the signage materials associated with a Final PUD Plan, but the individual lot owner or occupant shall be required to secure Village approval of such signage in accordance with the Applicable Village Codes and Ordinances and the standards of this SUP Agreement.

11. Parking. Parking areas for the Property shall be installed and maintained on the Property substantially in accordance with the Master Plan and the Final Engineering Plans, and shall comply with the parking requirements as applicable pursuant to the Zoning Standards. The final layout of the parking areas for the Property may be depicted on the Final PUD Plans, and the Village may approve such parking areas as part of the Final PUD approval process. In the event that any portion of the Property is subdivided in the future for office, industrial, research and development, or retail purposes, either:

- (i) such subdivided lot shall provide adequate parking to meet the parking requirements set forth in the Zoning Standards;
- (ii) adequate cross-parking easements shall have been granted to such subdivided lot, in accordance with the Declaration of Covenants approved by the Village; or
- (iii) the Village's Building Department otherwise agrees to defer the approval of the required parking area until the time of building permit review, in which case such parking area approval will be a condition of building permit approval.

The Owner shall be responsible for posting adequate signage relating to any on-site parking restrictions.

**B. Design and Construction of the Project Improvements.** All Project Improvements shall be designed and constructed pursuant to and in substantial accordance with any applicable Final Engineering Plans and any applicable Final Landscaping Plan, as reasonably determined by the Village Engineer. In addition, the Roadway Improvements shall be subject to: (i) the review and approval of the Lake County Division of Transportation ("**LCDOT**") for improvements to County roads or as required by the Transportation Improvement Intergovernmental Agreement; and (ii) the review and approval of the Illinois Department of Transportation ("**IDOT**") for improvements to state highways. Moreover, the Sewer Improvements shall be subject to the review and approval of the Lake County Public Works Department. All work performed on the Project Improvements shall be conducted in a good and workmanlike manner and with due dispatch once commenced in substantial accordance with the schedule to be approved by the Village Engineer in connection with the applicable Final Engineering Plans. All materials used for construction of the Project Improvements shall be new or recycled and of first quality. To the extent provided in the Pattern Book, the Owner agrees to employ the building techniques and best practices in substantial accordance with the Master Plan. Such techniques and practices may include the incorporation of bioswales, rain barrels, and rain gardens on the Property. The Owner also agrees to recycle construction materials in substantial accordance with Village ordinances and regulations. Unless otherwise approved in advance by Village staff, no exterior construction shall be permitted on the Property before 6:00 a.m. or after 8:00 p.m. on Mondays through Fridays and before 8:00 a.m. or after 5:00 p.m. on Saturdays and Sundays where the construction takes place more than one-quarter miles from a residential boundary. Otherwise, no exterior construction shall be permitted on the Property before 7:00 a.m. or after 6:30 p.m. on Mondays through Fridays, before 8:30 a.m. or after 5:00 p.m. on Saturdays and during any hours on Sundays and holidays, unless otherwise approved in advance by Village staff.

**C. Completion of the Project Improvements.** All Project Improvements for development of the Property shall be completed and made ready for inspection and approval by the Village pursuant to the construction schedule that will be approved by the Village Engineer as part of the Final Engineering Plan applicable to such Project Improvements.

**D. Engineering Services.** The Owner shall provide, at no cost or expense to the Village, all engineering services for the design and construction of the Project Improvements that it is to construct in accordance with Applicable Village Codes and Ordinances.

**E. Construction Traffic; Street Maintenance.**

1. The Village reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that such designated routes shall not be unreasonably or unduly circuitous nor unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

2. At all times during the construction of the Project Improvements in any phase of the development of the Property, and until completion, approval, and, where appropriate, acceptance of the Project Improvements by the Village, the Owner shall be responsible for the operation and maintenance of all streets (including street light systems and

street signage) and shall keep all streets routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair any damage caused by such construction traffic, except as may otherwise be provided in a Transferee Assumption Agreement. The Owner shall sweep and clean the streets a minimum of once per week during (and to the extent impacted by) active development. In addition, as part of such obligations, the Owner shall ensure that the streets are at all times passable for emergency vehicles and available for other street purposes. To the extent that Structural Improvements are being constructed by persons other than the Owner contemporaneously with any of the Project Improvements, the Village will make diligent efforts to determine the responsible party for any impact on the streets that require maintenance or clean-up as provided in this paragraph.

3. The Village shall not be obligated to keep any streets within the Property cleared, plowed, or otherwise maintained, except for such streets that have been completed, approved, and accepted by the Village in accordance with this Section 7 or until other arrangements satisfactory to the Village, in its sole discretion, shall have been made.

4. The Owner will be required to deposit a \$2,000.00 cash escrow with the Village to ensure that the streets will be kept free from mud and other debris. In the event that the streets are not kept clean to the reasonable satisfaction of the Village, the Village may use the escrow to reimburse the costs of cleaning the streets, and the Owner shall thereafter replenish the escrow as requested by the Village.

#### **F. Inspection and Approval of the Project Improvements.**

##### **1. Final Inspection and Approval of the Project Improvements.**

a. The Owner shall notify the Village Engineer when it believes that any or all of the Project Improvements have been fully and properly completed and shall request final inspection and approval of such Project Improvements by the Village; requests for approval and, where applicable, dedication of completed Project Improvements may be on a phase-by-phase basis. The notice and request shall include any of the "as-built" or "record" drawings required by Section 7.F.2 and, with respect to the Public Improvements, to the extent not previously submitted, contractors' sworn statements, final lien waivers, and all other appropriate documentation necessary to demonstrate that all contractors, subcontractors, and material suppliers, as well as all engineering and inspection fees, have been paid in full. The notice for final inspection shall include all items required pursuant to the Village's then-current Dedication Checklist, a current copy of which is attached hereto as **Exhibit E**.

b. Within twenty-one (21) calendar days after receipt of Owner's notice (which period shall be extended to the extent impacted by Force Majeure conditions), the Village Engineer shall inspect such Project Improvements and notify the Owner of the approval or disapproval of the same (the "***Inspection Notice***"). If such Project Improvements are not approved, the Inspection Notice shall identify the deficiencies with the Project Improvements

c. The Owner must correct any deficiencies set forth in the Inspection Notice within 60 calendar days. Such 60-day period will be automatically extended if and for so long as the Owner is precluded from completing such corrective work due to Force Majeure conditions. Upon correction of the deficiencies set forth in the Inspection Notice, the Owner shall notify the Village and the Village Engineer shall re-inspect the Project Improvements within twenty-one (21) calendar days and thereafter issue a follow-up Inspection Notice as provided in this Section 7.F.1.

d. At such time that the Village Engineer determines that the Project Improvements have been satisfactorily installed in substantial accordance with the applicable Final Engineering Plans and Applicable Village Codes and Ordinances, the Village Engineer shall notify the Village Board, which shall accept dedication of the Public Improvements within 30 calendar days thereafter, subject to receipt of the Guaranty Letter of Credit for all of the completed Project Improvements as required pursuant to Section 10.B of this SUP Agreement.

2. "As-Built" or "Record" Drawings and Specifications of the Public Improvements. The Owner shall, not later than the time it gives the notice of completion and request for approval, provide to the Village four sets of "as-built" or "record" drawings for all of the Public Improvements, including one set on a reproducible mylar and another set in an electronic format as prescribed by the Village Engineer. The "as-built" or "record" drawings and specifications shall depict every Public Improvement as-built and shall include all final dimensions, elevations, and calculations necessary to fully describe the Public Improvements and to establish their compliance with this SUP Agreement and all Requirements of Law. The "as-built" or "record" drawings shall also include all utilities on the portion of the Property in question, including but not limited to gas, phone, water and sewer (including services for attached single-family and commercial/retail areas), and cable, and all necessary and appropriate easements for such utilities.

**G. Guaranty of the Project Improvements.** The Owner hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Project Improvements, including without limitation landscaping installed by the Owner on public lands or within public rights-of-way or easements, that occur or become evident within one year after completion and approval of the Project Improvements by the Village pursuant to this SUP Agreement. If any defect or deficiency occurs or becomes evident during that period, then the Owner shall, after 30 calendar days' prior written notice from the Village (subject to Force Majeure), correct it or cause it to be corrected. In the event any Project Improvement is repaired or replaced pursuant to any demand, the Guaranty provided by this Section 7.G shall be extended, as to such repair or replacement, for one full year from the completion date of such repair or replacement. In addition, not more than 45 nor less than 30 calendar days before the expiration of the one-year guaranty period, the Owner shall deliver a notice to the Village of such impending expiration that requests a final inspection of the Project Improvements (the "**Guaranty Inspection Notice**"); any delay in the delivery of the Guaranty Inspection Notice shall be deemed to be a voluntary extension of the guaranty period by the owner to the extent necessary to provide at least 30 calendar days between the date of the Guaranty Inspection Notice and the expiration of the guaranty period. After receiving the Guaranty Inspection Notice, the Village Engineer shall inspect the Project Improvements and prior to the expiration of the guaranty period notify the Owner of any defects resulting from defects in labor, material, or the cleaning of catch basins or manholes (but not resulting from ordinary wear and tear or lack of proper maintenance); any defects shall be subject to the cure and extended Guaranty as provided in this Section 7.G.

**H. Issuance of Permits and Certificates.**

1. Performance Security. The Village shall not be required to issue any permits in connection with any Property Improvements or other development activities relating to the Property until the Owner shall have delivered to the Village the performance securities required under Section 10 of this SUP Agreement.

2. Right to Withhold Permits and Certificates. The Village shall have the absolute right to withhold any building permit, final inspection, or certificate of occupancy in connection with any portion of the Property included within an approved Final PUD Plan (an "**Approved Development Area**") at any time the Owner is in breach of the terms of this SUP Agreement with respect to such Approved Development Area, subject to the Village providing written notice of such violation and providing the Owner with an opportunity for the Owner to cure such violation within 30 calendar days of such notice or such longer period as may be provided herein. To the extent that a breach is limited to a single lot or a defined group of lots within an Approved Development Area, then the withholding of building permits, final inspections, or certificates of occupancy shall be limited to such lot or group or lots.

3. Completion of Improvements. The Village shall have no obligation to issue temporary or final certificates of occupancy for any Structural Improvements located within any Approved Development Area until the applicable Project Improvements for such Approved Development Area are completed by the Owner in substantial accordance with the schedule approved by the Village Engineer as referenced in Section 7.C of this SUP Agreement or until other arrangements satisfactory to the Village Engineer, in his reasonable discretion, shall have been made (which other arrangements may include without limitation the issuance of a conditional temporary certificate of occupancy). The issuance of any building permit, temporary certificate of occupancy, or certificate of occupancy by the Village at any time prior to completion of all the Project Improvements in an Approved Development Area and approval and, where appropriate, acceptance thereof by the Village shall not confer on the Owner any right or entitlement to any other building permit, temporary certificate of occupancy, or certificate of occupancy within such Approved Development Area.

4. Execution of Agreements prior to Building Permit Issuance. The Village shall have no obligation to issue a building permit in connection with any Project Improvements or other development activities relating to the Property until the Village receives executed copies of the County Sewer Agreement, the Transportation Improvement Intergovernmental Agreement, and each of those agreements required by Section 13 of the Annexation Agreement that are related to the payment of impact fees by Fremont Elementary School District 79, Mundelein High School District 120, and the Round Lake Area Park District.

I. Abandonment of Proposed Development. Subject to Force Majeure, if all construction as required in, or permitted by, this SUP Agreement is not diligently pursued to completion within the time period prescribed in the building permit or permits issued by the Village for such construction, and if the building permit or permits are not renewed within three months after the expiration thereof, the Owner shall, within 60 calendar days after notice from the Village, either remove any partially constructed or partially completed Property Improvements from the Property or take any other actions necessary in order to secure and/or make safe the Property. In the event the Owner fails or refuses to remove Property Improvements or secure or make safe the Property Improvement, as required by the preceding sentence, the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this SUP Agreement and by law, the right, at its option, (i) to secure and/or make safe the Property Improvement, and (ii) to apply any applicable security or otherwise charge the Owner for an amount sufficient to defray the entire cost of the work, including reasonable legal and administrative costs. If the amount charged is not paid by the Owner within 30 calendar days following a demand in writing by the Village for payment, the charge, together with interest (calculated monthly based on 1% over the prime rate as published in the *Wall Street Journal* on the first day of such month) and costs of collection (including reasonable attorneys' fees), shall become a lien against the Lot or Lots (where a Final Subdivision Plat has been recorded) or the

unsubdivided portion of the Property, as the case may be, on which the work was performed, and the Village shall have the right to collect the charge, with interest (calculated monthly based on 1% over the prime rate as published in the *Wall Street Journal* on the first day of such month) and costs, and to enforce the lien in the same manner as mortgage foreclosure proceedings. Nothing in this Section 7.I shall limit the Village's ability to exercise its rights under 65 ILCS 5/11-31-1, and the Owner agrees not to assert the Village's actions under Subsection 7.I(i) as a defense to any proceeding under 65 ILCS 5/11-31-1.

**J. Damage to the Property and Other Property.** The Owner shall maintain the Property and all streets and sidewalks in and adjacent to the Property in a safe condition at all times during development of the Property and construction of the Property Improvements; provided, however, that for any streets or sidewalks that are to be dedicated to the Village, the Owner shall be released from the foregoing obligation with respect to such streets or sidewalks following the Village's acceptance thereof, unless otherwise provided as a condition of such acceptance relating to such Public improvements. Further, the Owner shall promptly clean all debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Owner or any agent of or contractor hired by, or on behalf of, the Owner; and shall repair any damage to such property that may be caused by the activities of the Owner or any agent of or contractor hired by, or on behalf of, the Owner. To the extent that any debris is deposited on or damage done to any street, sidewalk, or other public property in or adjacent to the Property by an individual lot owner or the agent of or contractor hired by or on behalf of an individual lot owner, then that individual lot owner (and not the Owner) shall remove such debris or repair any such damage at no expense to the Village.

**K. Recapture for Public Improvements.** The Village agrees to enter into an agreement or agreements to recapture a portion of the Owner's costs in constructing and installing Public Improvements that may be used for the benefit of property not located within the Property, from fees charged to owners of property not within the Property, pursuant to Section 9-5-1 of the Illinois Municipal Code. If the Owner is entitled to recapture any of its costs pursuant to this paragraph, the Village's engineer and the Owner's engineer shall, where necessary, allocate the respective capacities serving the Property and the other benefited properties and the area subject to recapture. In the event the Village's engineer and the Owner's engineer cannot agree on the allocation formula for or the areas subject to the recapture, a third-party engineer shall be mutually selected by the Village's engineer and the Owner's engineer; such third-party engineer shall make the final determination of the amount which may be recaptured and the areas from which the recapture shall be paid, based upon good and customary municipal engineering principles. The Village shall be responsible for paying such third-party engineer, subject to the owner reimbursing the Village for all such costs as generally provided in Section 9.B of this SUP Agreement.

**L. No Tax Increment Financing.** The Parties agree that no tax increment financing district shall be established over any portion of the Property.

## **SECTION 8. DEDICATIONS.**

The Owner shall dedicate sites, easements, and rights-of-way as required by this SUP Agreement and as depicted on the Master Plan and any Final PUD Plans or Plats.

## **SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.**

**A. General Requirements.** The Owner shall pay to the Village, as and when due, all application, inspection, review, and permit fees, and any other costs, payments,

fees, charges, contributions, or dedications required by this SUP Agreement, including fees, charges, and contributions required by the Applicable Village Codes and Ordinances.

**B. Special Requirements.** In addition to any other costs, payments, fees, charges, contributions or dedications required by this SUP Agreement or by the Applicable Village Codes and Ordinances, the Owner shall pay to the Village, within 30 calendar days of presentation of a written demand or demands therefor, all reasonable third-party legal, engineering, and other consulting or administrative (to the extent not otherwise accounted for by fees, charges, or contributions required by the Applicable Village Codes and Ordinances) fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration, review, implementation, and enforcement of this SUP Agreement. In connection with such requirement, the Owner shall also submit, and replenish as needed, an escrow to the Village in accordance with Village requirements. Payment of all such fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this SUP Agreement shall be made within 30 calendar days of presentation of an invoice therefor.

## **SECTION 10. PERFORMANCE SECURITY.**

### **A. Performance and Payment Security; Cash Bond.**

1. Performance and Payment Letter of Credit or Bond. As security to the Village for the performance by the Owner of its obligations to construct and complete the Project Improvements pursuant to and in accordance with this Agreement, the Owner shall deposit with the Village for each Approved Development Area of the Proposed Development (as prescribed in connection with the Final PUD Plan for such Approved Development Area) one or more of the following:

a. a combined performance and payment letter of credit ("**Performance and Payment Letter of Credit**") in a total amount equal to 110% of the estimate of the costs of construction and completion of the Project Improvements so secured as determined by the Village Engineer ("**Approved Cost Estimate**"); or

b. a performance bond and a payment bond ("**Performance Bond**" and "**Payment Bond**," respectively), each in an amount equal to 110% of the actual costs of construction and completion of the Project Improvements so secured based on executed contracts for all the Project Improvement work as confirmed by the Village Engineer (the "**Approved Actual Costs**") (any Performance and Payment Letter of Credit or the Performance Bond and the Payment Bond in combination shall be referred to from time to time as the "**Performance and Payment Security**"). The Owner shall not be required to post Performance and Payment Security with the Village to secure the performance of any obligations related to Project Improvements for which the Owner has secured such obligations with another governmental entity having supervisory authority over such Project Improvement; provided that, if such other governmental body does not obtain security in an amount of at least 110% of the Approved Cost Estimate when a letter of credit is used or at least 110% of the Approved Actual Cost when a bond is used, then the Owner shall deliver a Performance and Payment Security to the Village for the difference between such 110% amount and the amount of security with such other governmental body. In addition, to the extent that the Owner can demonstrate to the reasonable satisfaction of the Village Engineer that proceeds from the sale of any Special Service Area Bonds ("**SSA Bonds**") are on deposit with a trustee for use only in connection with "qualified improvements" (as such term is defined by the SSA Bond terms) that

are among the Project Improvements, then the amount of the Performance and Payment Security shall be reduced by a commensurate amount. Owner may use different forms of Performance and Payment Security for different portions of the Project Improvements, so long as each item of the Project Improvements has an adequate Performance and Payment Security as required by this Section 10.

2. Cash Deposit. In addition to the Performance and Payment Security, and as additional security to the Village for the performance by the Owner of the Owner's obligations (i) to pay all Village fees, costs, and expenses due from the Owner pursuant to this Agreement, (ii) to maintain and repair streets, sidewalks, and other public property pursuant to this Agreement, (iii) to restore property pursuant to this Agreement, and (iv) to otherwise faithfully perform its undertakings pursuant to this Agreement except for the construction and completion of the Project Improvements, the Owner shall deposit with the Village Manager cash ("**Cash Deposit**") in one of the following total amounts:

a. if the Owner deposits a Performance and Payment Letter of Credit or SSA Bonds, then no Cash Deposit shall be required; or

b. if the Owner deposits a Performance Bond and a Payment Bond, then the Cash Deposit shall be in the amount of \$50,000.

The terms of this Section 10.A.2 does not excuse the Owner's obligation to maintain any escrow otherwise required pursuant to the terms of any other provision of this SUP Agreement.

3. Maintenance of Security. The deposit of the Performance and Payment Security and the Cash Deposit shall be a condition precedent to the issuance of a building permit for the Project Improvements within an Approved Development Area. The Performance and Payment Security and the Cash Deposit shall be maintained and renewed by the Owner, and shall be held in escrow by the Village, until approval and acceptance, where appropriate, of all the Project Improvements within such Approved Development Area by the Village pursuant to Section 7 of this SUP Agreement and until the posting of the Guaranty Letter of Credit required by Section 10.B below. After the acceptance and posting of the Guaranty Letter of Credit, the Village shall release to the Owner the Performance and Payment Security and any amounts remaining in the Cash Deposit.

**B. Guaranty Letter of Credit.** As a condition of the Village's approval and acceptance, where appropriate, of any or all of the Project Improvements pursuant to this Section 7 of this SUP Agreement, the Owner, on behalf of itself and its successors, shall post a letter of credit in the amount of 10% of the actual total cost of the Project Improvements (as certified by the Owner's engineer and approved by the Village Engineer) as security for the performance of the Owner's obligations with respect to the Project Improvements under this SUP Agreement ("**Guaranty Letter of Credit**"). The Guaranty Letter of Credit shall be held by the Village in escrow until the end of the guaranty period set forth in Section 7.G of this SUP Agreement or until one year after the proper correction of any defect of deficiency in the Project Improvements pursuant to Section 7.G and payment thereof, whichever occurs later. If the Village is required to draw on the Guaranty Letter of Credit by reason of the Owner's failure to fulfill its obligations under this SUP Agreement, then the Owner, within 10 calendar days thereafter, shall cause the Guaranty Letter of Credit to be increased to its full original amount. The Owner shall not be required to post a Guaranty Letter of Credit with the Village for any item among the Project Improvements to the extent that Owner has secured the performance of any obligations related to such item(s) with another governmental entity having supervisory authority over such item(s) of the Project Improvements; provided, however, that, if the security delivered



to such other governmental entity does not satisfy the amounts set forth in this Section 10.B, then Owner shall deliver a supplemental Guaranty Letter of Credit to the Village so that the total security meets the standards of this Section 10.B.

**C. Interests and Costs.** The Owner shall not be entitled to interest on the Cash Deposit or any other escrow expressly required by this SUP Agreement; provided, however, that, to the extent applicable, any interest earned on such Cash Deposit or other escrowed funds shall be deemed an additional amount of the Cash Deposit or escrowed funds and applied in the same manner as any Cash Deposit or escrowed funds delivered by the Owner. The Owner shall bear the full cost of securing and maintaining the Performance and Payment Security and the Guaranty Letter of Credit.

**D. Form of Bond, Letters of Credit.** The Performance and Payment Security and the Guaranty Letter of Credit each shall be in a form satisfactory to the Village Attorney in substantial accordance with this Section 10.D.

1. **Performance and Payment Bond.** Any Performance and Payment Bond shall be in substantially the form attached to this SUP Agreement as **Exhibit F-1** and shall be from a surety company acceptable to the Village and licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class XV or better in Best's Insurance Guide. The penal sum of the Performance and Payment Bond shall not be reduced by reason of any Project Improvement work satisfactorily completed and shall include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the surety under such Bond. No changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either the Village or the Owner to the other in or to the terms of this SUP Agreement; in or to the schedules, plans, drawings, or specifications for the Project Improvements; in or to the method or manner of performance of the Improvement work; or in or to the mode or manner of payment therefor, shall operate in any way to release the Owner or the surety or affect the obligation of either of them under such Bond and all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and all notice of any and all defaults by the Owner, shall be waived by the surety under the Bond.

2. **Letter of Credit.** Any letter of credit shall be in substantially the form attached to this SUP Agreement as **Exhibit F-2** and shall be from a bank acceptable to the Village and having capital reserves of at least \$50,000,000, with an office in the Chicago Metropolitan Area and insured by the Federal Deposit Insurance Corporation. Each such letter of credit shall, at a minimum, provide that (a) it shall expire no earlier than the later of one year following the date of its issuance or 35 calendar days after delivery to the Village, in the manner provided in this SUP Agreement, of written notice that the letter of credit will expire, (b) it may be drawn on based upon the Village Manager's certification that the Owner has failed to fulfill any of the obligations for which the letter of credit is security, as stated in this Section 10, (c) it shall not require the consent of the Owner prior to any draw on it by the Village, (d) it shall not be canceled without the prior written consent of the Village, and (e) if at any time it will expire within 35 or any lesser number of calendar days, and if it has not been renewed, and if any obligation of the Owner for which it is security remains uncompleted or unsatisfactory, then the Village may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of all obligations or employ the proceeds to complete all obligations and to reimburse the Village for any and all costs and expenses, including legal fees and administrative costs, incurred by the Village, as the Village shall determine. Upon

completion of the Owner's obligations to construct and complete the Project Improvements pursuant to and in substantial accordance with this SUP Agreement, and after reimbursement of the Village for all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village shall release to the Owner any proceeds remaining on deposit with the Village drawn from the letter of credit.

3. Reduction of Letter of Credit Amount. A Performance and Payment Letter of Credit may provide that the aggregate amount of the letter of credit may be reduced by resolution of the Village Board to reimburse the Owner for payment of Project Improvement work satisfactorily completed; provided that no Performance and Payment Letter of Credit may be reduced below an amount that is 25% of the original amount thereof unless and until all Project Improvements are completed. No reduction for Project Improvement work satisfactorily completed shall be allowed except upon presentation by the Owner of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and all additional documentation as the Village may reasonably request to demonstrate satisfactory completion of the Improvement in question and full payment of all contractors, subcontractors, and material suppliers. The Guaranty Letter of Credit shall not be reduced by reason of any cost incurred by the Owner to satisfy its obligations under this SUP Agreement.

**E. Replenishment of Security.** If at any time the Village determines that the funds remaining in the Cash Deposit and the Performance and Payment Security are not sufficient to pay in full (i) the remaining unpaid cost of all Project Improvements, (ii) the costs of demolition or making safe of any Structural Improvements that are in violation of the Requirements of Law or that are incomplete or abandoned so as to create any hazard to the public health, safety, or welfare, and (iii) all unpaid or reasonably anticipated Village fees, costs, and expenses, or that the funds remaining in the Guaranty Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Project Improvements and all unpaid or reasonably anticipated Village fees, costs, and expenses relating to the Project Improvements, then, within 10 calendar days after a demand by the Village, the Owner shall increase the amount of the Cash Deposit or the appropriate bond or letter of credit to an amount determined by the Village to be sufficient to pay unpaid fees, costs, and expenses. Failure to so increase the amount of the security shall be grounds for the Village to retain any remaining balance of the Cash Deposit and to receive the proceeds of, or to draw down, as the case may be, the entire remaining balance of the appropriate bond or letter of credit, which proceeds will thereafter be available to the Village for use in connection with any expenses incurred for the phase of the development of the Property for which the Security was provided pursuant to this SUP Agreement. Upon completion of the Owner's obligations to construct and complete the Project Improvements pursuant to and in substantial accordance with this SUP Agreement, and after reimbursement of the Village for all fees and all costs and expenses, including legal fees and administrative costs, incurred by the Village, then the Village shall release to the Owner any remaining Cash Deposit and any proceeds remaining on deposit with the Village from any bond or letter of credit.

**F. Replacement Bond, Letters of Credit.** If at any time the Village determines that the surety company issuing the Performance and Payment Bond is not licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class XV or better in Best's Insurance Guide or the bank issuing either the Performance and Payment Letter of Credit or the Guaranty Letter of Credit is without capital resources of at least \$50,000,000, or if at any time the Village determines that the surety company or bank is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable or unwilling to honor the bond or

letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner provide a replacement bond or letter of credit, as the case may be, from a surety company or bank satisfactory to the Village. The replacement bond or letter of credit shall be deposited with the Village not later than 30 calendar days after a demand. Upon deposit, the Village shall surrender the original bond or letter of credit to the Owner. Failure to provide a replacement bond or letter of credit shall be grounds for the Village to retain any remaining balance of the Cash Deposit and to receive the proceeds of, or to draw down, as the case may be, the entire remaining balance of the appropriate bond or letter of credit.

**G. Use of Funds in the Event of Breach of SUP Agreement.** If the Owner fails or refuses to complete the Project Improvements in substantial accordance with this SUP Agreement, or fails or refuses to correct any defect or deficiency in the Project Improvements as required by Section 7 of this SUP Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Section 7 of this SUP Agreement, or fails or refuses to pay any amount demanded by the Village as and when required pursuant to Section 9 of this SUP Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this SUP Agreement, then the Village in its reasonable discretion, may retain all or any part of the Cash Deposit and/or initiate a claim against, or draw on, as the case may be, and retain all or any of the funds remaining in the appropriate bond or letter of credit. The Village thereafter shall have the right, subject to reasonable notice and opportunity for cure, to exercise its rights under this SUP Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the Cash Deposit and/or the appropriate bond or letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Owner's failure or refusal to fully meet its obligations under this SUP Agreement in connection with the phase of the development of the Property for which the Security was provided. If the funds remaining in the Cash Deposit and/or the appropriate bond or letter of credit are insufficient to repay fully the Village for all costs and expenses, then the Owner shall upon demand of the Village therefor deposit with the Village any additional funds as the Village determines are necessary within 30 calendar days of a request therefor, to fully repay such costs and expenses and to establish such cash reserve. To the extent that any funds so retained, claimed, or drawn remain after all of Owner's obligations under this SUP Agreement have been fully and satisfactorily discharged, then the Village shall deliver such remaining funds to the Owner.

**H. Village Lien Rights.** If any money, property, or other consideration due from the Owner to the Village pursuant to this SUP Agreement is not either recovered from the letter of credit required in this Section 10 or paid or conveyed to the Village by the Owner within 30 calendar days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest (calculated monthly based on 1% over the prime rate as published in the *Wall Street Journal* on the first day of such month) and costs of collection, including reasonable legal fees and administrative expenses, shall become a lien upon all portions of the Property within an Approved Development Area in which the Owner retains any legal, equitable, or contractual interest, and the Village shall have the right to collect the amount or value, with interest (calculated monthly based on 1% over the prime rate as published in the *Wall Street Journal* on the first day of such month) and costs, including reasonable legal fees and administrative expenses, and the right to enforce the lien in the same manner as in statutory mortgage foreclosure proceedings. In the event, but only in the event, of a sale or transfer of the Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, such lien shall

be subordinate to any first mortgage whether now or hereafter placed upon the Property. Any sale or transfer other than those described in the preceding sentence shall not relieve the Property from liability for any charges that comes due prior thereto, nor from the lien of any charge, except as otherwise provided by law.

**SECTION 11. BUILDING PERMITS, PRELIMINARY AND TEMPORARY WORK, CERTIFICATES OF OCCUPANCY, MODEL HOMES, AND PROMOTIONAL ACTIVITIES.**

**A. Building Permits.**

1. Master Building Blueprints. Owner shall have the right to submit master building blueprints for the various types of dwelling units to be constructed on the Property. Subsequent to the approval of any master building blueprints and plans, no further submission or approval of buildings blueprints or plans will be required for the issuance of a building permit for the construction of any unit pursuant to an approved master building plan.

2. Issuance of Building Permits. After receipt of the last of the documents and information required to support a building permit application, the Village shall issue each building permit for which Owner shall apply within ten calendar days if based upon Master Building Blueprints, or 21 calendar days if custom plans are submitted for single-family residential buildings or 30 calendar days for any other building permit. The time periods for review and response to other building- or development-related permit applications not otherwise provided for expressly in this Agreement shall be as set forth in Exhibit G (the "**Permit Application Review Timetable**") If the application is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the application, including specification of the requirements of law which the application and supporting documents fail to meet. The Village agrees to issue such building permits upon the applicant's compliance with those requirements of law so specified by the Village.

3. Commencement of Construction. The Owner may apply for, and the Village shall issue, building permits to begin construction upon the Property prior to the availability of streets, storm sewers, sanitary sewers, and water facilities to serve the structures to be constructed upon the Property. Provided, however, before any buildings shall proceed, a stone haul road shall be available to each building site, adequate for use by emergency vehicles at all times and no connection shall be made to the Village sewer or water systems until all permits, including the Illinois Environmental Protection Agency permits for sewer and water have been obtained.

4. Incorporated Territory. Owner acknowledges that the Incorporated Territory of the Property is subject to the Heartland Agreement (as defined in Section 15.H of this SUP Agreement), and that building inspectional services within the Incorporated Territory are under the control of the County of Lake. To the extent of any inconsistency between the terms of this Section and the provisions of the Heartland Agreement (including any building inspectional services agreement arising from the Heartland Agreement) with respect to the Incorporated Territory, the Heartland Agreement shall control.

**B. Earthwork.** The Village will not allow mass grading operations until such time as Final Engineering Plans are approved unless: (i) Owner has submitted and the Village has approved a mass grading plan and an erosion control plan, (ii) Owner has met the

requirements of the Lake County Watershed Development Ordinance, (iii) Owner has delivered the required Performance and Payment Security for such mass grading work to the Village, and (d) all work is undertaken at the risk of Owner and without injury to the property of surrounding property owners in the event that the Final Engineering Plans as approved require changes to the grading work already undertaken.

**C. Temporary Structures.** Owner shall have the right, subject to compliance with Village permitting requirements and the Final PUD Plans, to maintain temporary offices, structures, trailers, and facilities on any part of the Property, and to use said facilities for sales of homes or construction purposes and for purposes of storage of construction materials, supplies, and equipment. Such structures and storage shall, however, be maintained in a safe, neat and sanitary condition, shall be located as approved by the Village, and shall be allowed for the period set forth in **Exhibit H** (the "***Temporary Structure Exhibit***"), unless extended by the Village Board or as provided in the applicable Final PUD Plan.

**D. Models.** Throughout the course of development of the Property, Owner may construct and maintain no more than twelve (12) model homes for the purpose of marketing the products to be sold to the public. Owner will submit plans and specifications for the models for approval by the Village's Building Commissioner. Building and occupancy permits for the construction and use of the model sites will be issued within thirty (30) calendar days of the date on which Owner submits all required building permit application materials, a survey legally describing and pictorially depicting said site, and a statement describing the proposed use of the model sites as model home sites. Such permits may be maintained for so long as marketing of the development is ongoing. Said models need not be connected to sewer and water until they are to be occupied as residences so long as sanitary facilities (temporary waste water holding tanks or other as approved by the Village and Lake County Health Department) are available. If said models otherwise comply with the zoning and building codes and requirements existing as of the time they are constructed, any more restrictive changes in such codes and ordinances enacted prior to the time Owner requests a final certificate of occupancy, shall not be applicable to such models. Provided, however, before any buildings shall proceed, a stone haul road shall be available to each model home site, adequate for use by emergency vehicles at all times and no connection shall be made to the Village sewer or water systems until all permits, including the Illinois Environmental Protection Agency permits for sewer and water have been obtained.

**E. Temporary Facilities.** The Village shall permit Owner to install temporary waste water holding tanks and water facilities to serve sales offices, temporary structures, and models permitted under this SUP Agreement upon obtaining Lake County Health Department permits, provided that such tanks and water facilities shall be removed and disconnected, at Owner's expense, at such time as public sewer and water systems become available and the structures are connected thereto.

**F. Construction Recycling Services.** The Owner agrees to cooperate with the Village in the implementation of a construction recycling program within the Village, provided that the cost to implement and utilize on-site construction recycling services on the Property does not exceed Owner's customary cost to dispose of construction debris. The Owner agrees to contract with a recycler or waste collection service that provides for recycling and to implement a construction recycling program for the Property. The Owner shall advise the Village of the means and methods used in the construction site recycling program and any problems incurred by Owner in connection with its participation in the construction recycling

program, including without limitation, cost issues, excessive or burdensome requirements or poor service. The Owner shall work with the Village and the applicable contractor(s) to correct such problems. The Owner shall endeavor to report to the Village on the amount and type of construction material recycled.

Notwithstanding the foregoing, in the event that the cost to implement and utilize such construction recycling program exceeds the Owner's cost for customary scavenger service, or if the services provided by the construction recycling service contractor are not satisfactory in any material respect to Owner, the Owner shall be free to utilize customary scavenger services, and shall not be required to participate in the construction recycling program. The Owner shall provide a thirty (30) calendar day notice to the Village that they intend to cease the program prior to stopping the Construction Recycling Service.

At the request of the Owner, the Village will authorize the Owner to display a sign indicating the amount material recycled and shall update the sign periodically. The sign design shall be approved by the Owner and shall be located by mutual consent with the Village.

**G. Certificates of Occupancy.**

1. Issuance. The Village shall issue certificates of occupancy for any building, structure, or dwelling constructed on the Property within three calendar days of proper application therefor or within three calendar days of the receipt of the last of the documents or information required to support such application, whichever is later. If the application is disapproved, the Village shall provide the applicant with a statement in writing of the reasons for denial of the application, including specification of the requirements of law which the application and supporting documents fail to meet.

2. Temporary Certificates. Except as otherwise provided for model homes in Section 11.D of this SUP Agreement, temporary certificates of occupancy shall not be issued by the Village unless the Village reasonably determines that interior or exterior work cannot be completed due to Force Majeure conditions that are beyond the reasonable control of the Owner, provided that: (a) adequate security, as determined by the Village, has been posted with the Village or arrangements have been made with a title company designated by Owner in order to ensure the completion of such improvements; (b) streets and necessary sanitary sewer and water facilities and improvements are properly installed to such units; and (c) the Village Building Commissioner determines such units are safe and fit for human occupancy, notwithstanding that certain elements of the building are not completed; and (d) all applicable fees have been paid. For purposes of this Subsection only, the failure to complete the required landscaping for a building shall be deemed a Force Majeure event if the building otherwise qualifies for a temporary certificate of occupancy at a time outside of a "planting season" as defined in Section 7.A.1 of this SUP Agreement, provided that such temporary certificate of occupancy will then be conditioned on the completion of such landscaping during the next available planting season.

3. Prerequisites. No Certificate of Occupancy shall be applied for by Owner, or issued by the Village until the unit which is the subject of the application is connected to and able to be served by public sanitary sewer and water systems; provided, however that temporary Certificates of Occupancy may be issued for models and sales offices as herein provided.

4. Special Security. The Owner will post a \$2,000 deposit for each Approved Development Area to ensure maintenance of the soil erosion control measures are in conformance with Village ordinance. If after notification, the soil erosion control measures are not repaired to the Village's satisfaction, the Village will access the money to make the repairs.

5. Sidewalks and Paths. No Certificate of Occupancy shall be issued by the Village for any building, structure, or dwelling on the Property until all sidewalks and paths which are adjacent to residential lots are constructed and completed.

**H. Promotion.** The Owner shall be permitted to advertise and promote development of the homes through participation in various builders' and builders' association open houses, Parade of Homes advertising and participation, and similar activities, on such occasion or occasions as shall be determined by the Owner, and with such facilities as are customary for such advertising and participation, provided adequate parking, sanitary facilities, security, and safety provisions are made, as reasonably approved by the Village Building Commissioner. The Owner is prohibited from placing temporary directional signs to the Property within the corporate limits of the Village. The Village will conduct periodic inspections to ensure that these types of signs are not located within the corporate limits of the Village of Grayslake. In the event that the Owner causes these types of signs to be located within the corporate limits of the Village of Grayslake, the Owner hereby agrees the Village will remove them and the Owner will pay a fifty dollar (\$50.00) removal and compliance fee to the Village. Said payment may, in the discretion of the Village, be made in the form of a deduction from the required engineering inspection escrow for the project. The Owner may place a temporary sales trailer on the Property at such location(s) and for such time period(s) as may be authorized as part of a Final PUD Plan approval. Owner shall apply for all required permits for such sales trailer.

**I. Signage Authorized.** The Owner shall be entitled to: (i) three double-sided marketing signs not exceeding 100 square feet per face to be located on the Property along (but outside the right-of-way of) Peterson Road; (ii) two double-sided marketing signs not exceeding 100 square feet per face to be located on the Property along (but outside the right-of-way of) Illinois Route 83; and (iii) one double-sided marketing sign not exceeding 100 square feet per face to be located on the Property along (but outside the right-of-way of) Alleghany Road. The signage permitted in this Section shall be subject to the reasonable approval of the Building Commissioner as to location with regard to proper sight distance to adjacent roadways and as to compliance with this SUP Agreement. All signs shall be removed by the Owner within thirty (30) calendar days of the earlier of the conclusion of the sales and marketing program of the Proposed Development. Internal signs, such as directional signs and model identification signs, may be placed within an Approved Development Area in a manner deemed appropriate by the Owner and in conformity with the Applicable Village Codes and Ordinances. The Owner shall secure all required permits for such signage prior to installation.

**J. Entrance Monumentation.** Upon payment of the appropriate permit fees, Owner or any property owners' association shall have the right to install and maintain a landscaped entrance monument or monuments in substantial accordance with the Master Plan and subject to the reasonable approval of the Village Building Commissioner as to location with regard to proper sight distance to adjacent roadways and as to compliance with this SUP Agreement. In no event shall monuments be located in the right-of-way. Prior to issuance of any permit therefor, the Owner or any property owners' association must demonstrate to the satisfaction of the Village that sufficient funds exist, or an adequate mechanism is in place, to ensure the long-term funding of the maintenance and repair of such entrance monumentation.

Owner shall apply for all required permits for any entrance monuments sought by Owner; any property owners' association shall apply for all required permits for any entrance monuments sought by such property owners' association.

## **SECTION 12. LIABILITY AND INDEMNITY OF VILLAGE.**

**A. Village Review.** The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Property Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property or the Property Improvements, and that the Village's review and approval of any such plans and the Property Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time, except as may be caused by the Village's gross negligence or willful misconduct.

**B. Village Procedure and Legal Challenges.** To the best of the Parties' knowledge and understanding, the Owner and Village acknowledge and agree that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this SUP Agreement and agree not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right. Furthermore, neither the Village nor the Owner shall assert the invalidity or unenforceability of this SUP Agreement, or any provision of this SUP Agreement, nor shall either contest the validity or enforceability of this SUP Agreement, or any provision in this SUP Agreement, or the zoning approvals for the Property pursuant to this SUP Agreement. In the event that the zoning of the Property is challenged by any person by an action at law or in equity, the Village shall, upon request of the Owner (i) vigorously defend such action with the Village counsel or such other counsel as is mutually acceptable to the Village and the Owner and cooperate with the Owner in the defense of such action, and the Owner shall reimburse the Village for all costs and fees, including reasonable attorneys' fees, that the Village may incur in defending such action and in rendering such cooperation, and provided further that the Owner shall have the right, upon prior notice to the Village, to elect to terminate their future reimbursement obligations but in the event that the Owner exercises such right, the Village shall be relieved from any obligation to defend such action or render such cooperation and (ii) take such other actions pursuant to the Illinois Municipal Code as are necessary to reconsider and reauthorize the execution of this SUP Agreement by the Mayor and Village Clerk, to zone the Property in the manner contemplated by this SUP Agreement in a legally sustainable manner. The Owner shall be permitted to select, hire and designate co-counsel to the Village in any matter pertaining to litigation relating to the provisions of this SUP Agreement. The Village shall waive, in writing, any conflict of interest such co-counsel may have in the matter pertaining to co-counsel's representation of both the Village and the Owner.

**C. Indemnity.** The Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of this SUP Agreement or any plans for the Property or the Property Improvements; (ii) the issuance to the applicable Owner of any approval, permit, certificate, or acceptance for the Property or the Property Improvements; (iii) the Owner's development, construction, maintenance, or use of any portion of the Property or the Property Improvements;



and (iv) the performance by the Owner of their obligations under this SUP Agreement, except as may be caused by the Village's gross negligence or willful misconduct. Provided, however, this indemnity and hold harmless shall not be effective in any claim or action pertaining to third party agreements the Village may have or enter into to which Owner is not a party, including without limitation the Central Range Agreement, the County Sewer Agreement, or Transportation Improvement Intergovernmental Agreement (the "**Third-Party Agreements**"); provided further, however, that the Owner shall not assert any claims based upon or challenging the validity or applicability of any Third-Party Agreements.

**D. Defense Expense.** Except as limited in Paragraph C. above, the Owner shall, and does hereby agree to, pay all expenses, including reasonable legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in this Section 12 of this SUP Agreement.

### **SECTION 13. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

All obligations assumed by the Owner under this SUP Agreement shall be binding upon the Owner, upon any and all of the Owner's heirs, successors, and assigns, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Property. To assure that all such heirs, successors, assigns and successor owners have notice of this SUP Agreement and the obligations created by it, the Owner shall:

- i. Deposit with the Village Clerk, contemporaneously with the Village's approval of this SUP Agreement, any consents or other documents necessary to authorize the Village to record this SUP Agreement (with or without oversized exhibits) with the Lake County Recorder of Deeds; and
- ii. Notify the Village in writing when the Owner transfers a legal or beneficial interest in any portion of the Property to any party not a party to this SUP Agreement (provided that any Owner's failure to do so shall not be a material default hereunder); and
- iii. Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein to any party not a party to this SUP Agreement, the transferee of said portion of the Property to execute an enforceable written agreement, in a form and substance acceptable to the Village Manager and Village Attorney, agreeing to be bound by the provisions of this SUP Agreement, including without limitation compliance with the Performance Security obligations of Section 10 ("**Transferee Assumption Agreement**," which shall be substantially in the form attached hereto as **Exhibit I**);

provided, however, that the requirements stated in the three preceding clauses shall not apply to any contract for, or transfer of, an individual Lot, unit, or building or group of Lots, units, or buildings for which all Project Improvements have been completed and approved pursuant to this SUP Agreement. The Village agrees that upon a successor becoming bound to the personal obligation created in the manner provided in this SUP Agreement and providing the financial assurances required herein, the liability of the Owner shall be released to the extent of the transferee's assumption of such liability. The failure of the Owner to provide the Village with a fully executed copy of a Transferee Assumption Agreement and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any such transfer shall result in the Owner remaining fully liable for all of the applicable Owner's

obligations under this SUP Agreement but shall not relieve the transferee of its liability for all such obligations as a successor to the Owner. The Village agrees, within 10 calendar days of the Village's receipt of a written request by the Owner therefor, to respond to a request for an estoppel certificate concerning compliance with this SUP Agreement.

#### **SECTION 14. ENFORCEMENT.**

**A. In General.** The Parties to this SUP Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce, or compel the performance of this SUP Agreement; provided, however, that:

- i. the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this SUP Agreement; except that, if the Village (i) breaches this SUP Agreement and fails to perform its obligations hereunder, (ii) thereafter contumaciously refuses to cure the breach and perform or commence performance of its obligations under this SUP Agreement within 60 calendar days after notice from the Owner setting forth with specificity the nature of the breach and the required performance, and (iii) refuses to notify Owner of the grounds under the SUP Agreement for its non-performance within such 90-day period, then the Owner may seek a judgment for monetary damages as part of any enforcement action.
- ii. the Village shall have no authority to seek specific performance for completion of the Structural Improvements for the Proposed Development, but this limitation shall not be deemed a limitation on the Village's rights or authority to pursue demolition of a building or other relief that may be available pursuant to 65 ILCS 5/11-31-1.

**B. Costs of Enforcement.** Notwithstanding the provisions in Section 14.A, in the event of a judicial proceeding brought by one Party to this SUP Agreement against the other Party to this SUP Agreement, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

**C. Additional Remedies.** In addition to every other remedy permitted by law for the enforcement of the terms of this SUP Agreement, the Village shall, upon a material breach of this Agreement, be entitled to withhold the issuance of building permits or certificates of occupancy for any Structural Improvements within the Approved Development Area associated with such Structural Improvements at any time the Owner has failed or refused to meet fully any of their obligations under this SUP Agreement relating to such Approved Development Area.

**D. Notice and Cure.** In the event of a breach of this SUP Agreement, the Parties agree that the Party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this SUP Agreement or if such breach

endangers the public health, safety, or welfare, 15 calendar days after notice of said breach delivered in accordance with Section 15 of this SUP Agreement to correct the same prior to the non-breaching Party's pursuit of any remedy provided for in this Section 14; provided, however, that said 15-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within said 15-day period, and (ii) if the defaulting Party has promptly initiated the cure of said breach, and (iii) if the defaulting Party diligently and continuously pursues the cure of said breach until its completion.

## **SECTION 15. GENERAL PROVISIONS.**

**A. Notice.** Any notice or communication required or permitted to be given under this SUP Agreement shall be in writing and shall be delivered (i), personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("**e-mail**"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three calendar days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a calendar day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three calendar days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this SUP Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one (1) calendar day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) three (3) calendar days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Village shall be addressed to, and delivered at, the following address:

Village of Grayslake  
10 South Seymour Avenue  
Grayslake, Illinois 60030  
Attn: Village Manager  
Facsimile: 847-223-4821  
E-mail: mellis@villageofgrayslake.com

with a copy to:

Victor P. Filippini, Jr.  
Holland & Knight LLP  
131 South Dearborn Street-30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Facsimile: 312-578-6666  
E-mail: victor.filippini@hklaw.com

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

If to the Owner:

Steve Park  
The Alter Group  
5500 West Howard Street  
Skokie, Illinois 60077  
Facsimile: 847-676-7855  
E-mail: SPark@Altergroup.com

with a copy to:

Rudolph F. Magna  
Law Offices of Rudolph F. Magna  
495 North Riverside Drive-Suite 201  
Gurnee, Illinois 60031  
Facsimile: 847-623-5336  
E-mail: rmagna@maglaw36.com

**B. Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this SUP Agreement.

**C. Rights Cumulative.** Unless expressly provided to the contrary in this SUP Agreement, each and every one of the rights, remedies and benefits provided by this SUP Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

**D. Non-Waiver.** Neither party shall be under any obligation to exercise any of the rights granted to it in this SUP Agreement. The failure of any party to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect that party's right to enforce such right or any other right.

**E. Consents.** Whenever the consent or approval of any party hereto is required in this SUP Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

**F. Governing Law.** This SUP Agreement shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**G. Severability.** It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this SUP Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this SUP Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this SUP Agreement to the greatest extent permitted by applicable law.

**H. Entire Agreement.** This SUP Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations

between the parties, whether written or oral, relating to the subject matter of this SUP Agreement. The Parties acknowledge that the Incorporated Territory of the Property is subject to a certain Heartland Settlement Agreement and Release (the "**Heartland Agreement**"), and nothing in this SUP Agreement is intended to abrogate any provisions of such Heartland Agreement.

**I. Grammatical Usage and Construction.** In construing this SUP Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

**J. Interpretation.** This SUP Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this SUP Agreement. Moreover, each and every provision of this SUP Agreement shall be construed as though all parties to this SUP Agreement participated equally in the drafting of this SUP Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this SUP Agreement.

**K. Headings.** The table of contents, heading, titles, and captions in this SUP Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this SUP Agreement.

**L. Exhibits.** Exhibits A through I attached to this SUP Agreement are, by this reference, incorporated in and made a part of this SUP Agreement. In the event of a conflict between an exhibit and the text of this SUP Agreement, the text of this SUP Agreement shall control.

**M. Amendments and Modifications.** No amendment or modification to this SUP Agreement shall be effective unless and until it is reduced to writing and approved and executed by all parties to this SUP Agreement in accordance with all applicable statutory procedures.

**N. Changes in Laws.** Unless otherwise explicitly provided in this SUP Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur. Provided, however, that where such changes in law are under the exclusive control of the Village, such changes shall not effect Owner until six months following the effective date of the Ordinance, rule, or regulation causing the change.

**O. Authority to Execute.** The Village hereby warrants and represents to the Owner that the persons executing this SUP Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the Village (i) that it is or will become the record and beneficial owner of, or contract purchaser of, fee simple title to the Property, (ii) that no other person or entity has any legal, beneficial, contractual or security interest in the Property except the Owner; (iii) that it has the full and complete right, power and authority to enter into this SUP Agreement and to agree to the terms, provisions, and conditions set forth in and to bind the Property as set forth in this SUP Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this SUP Agreement have been taken, and (v) that neither the execution of this SUP Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the

Property is bound or (b) violate any statute, law, restriction, court order or agreement to which the Owner or the Property are subject.

**P. Time.** If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

**Q. No Third Party Beneficiaries.** No claim as a third party beneficiary under this SUP Agreement by any person, firm or corporation shall be made, or be valid, against the Village or the Owner; except that the County of Lake is an intended third-party beneficiary to the extent provided in Section 14.J of the Annexation Agreement.

**ATTEST:**

**VILLAGE OF GRAYSLAKE**

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor

**LAKE COUNTY LAND HOLDINGS, L.L.C.**

By: \_\_\_\_\_

Its: \_\_\_\_\_



## Table of Exhibits

<u>Exhibit</u>	<u>Title or Description</u>
A:	Legal Descriptions of Property:
	A-1: Incorporated Territory
	A-2: Subject Territory
	A-3: Property
B:	Master Plan (comprised of Exhibits B-1 through B-14)
C:	Summary of Public Improvements
D:	Disclosure Form #1
D-1:	Disclosure Form #2
E:	Dedication Checklist
F-1:	Form of Subdivision Performance Bond
F-2:	Form of Irrevocable Letter of Credit
G:	Permit Application Review Timetable
H:	Temporary Structure Exhibit
I:	Transferee Assumption Agreement



## Exhibit A-1

### Legal Description

49+/- Acre Parcel

Already in Village of Grayslake

Page 1 of 1

THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12.91 CHAINS WEST AND 1.64 CHAINS NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 9.86 CHAINS; THENCE WEST 9.43 CHAINS; THENCE NORTH 713.38 FEET TO THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE DESCRIPTION; THENCE EAST 27.84 CHAINS TO A POINT 363:0 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 1174 FEET MORE OR LESS TO THE NORTH LINE THEREOF; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER AND THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1837.44 FEET; THENCE SOUTH TO THE POINT OF BEGINNING (EXCEPT THE NORTH 40 FEET OF THE WEST 5 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 11, AND THE NORTH 40 FEET OF THE EAST 22.34 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 11, BOTH HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES BY DOCUMENT 761162, RECORDED JUNE 23, 1952 AND ALSO EXCEPT THE NORTH 40 FEET OF THE EAST 33 FEET OF THE WEST 363 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES BY DOCUMENT 761163, RECORDED JUNE 23, 1952), IN LAKE COUNTY, ILLINOIS.

**Legal Description**

600+/- Acres

To Be Annexed to Village of Grayslake

PARCEL 1: THE WEST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE NORTH 10 ACRES THEREOF) OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4: THE EAST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5A: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE NORTH 66 FEET THEREOF AND EXCEPT THE SOUTH 200 FEET OF THE NORTH 266 FEET THEREOF) OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5B: THE WEST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 6: THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 185 FEET THEREOF) OF SECTION 10; THE WEST 10 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 7: THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, (EXCEPT THE SOUTH 20 ACRES THEREOF AND EXCEPT THE WEST 5 ACRES OF THAT PART OF SAID QUARTER QUARTER SECTION LYING NORTH OF THE SOUTH 20 ACRES THEREOF), IN TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

## Legal Description

600+/- Acres

To Be Annexed to Village of Grayslake

Page 2 of 3

PARCEL 8: THE SOUTH 20 ACRES (EXCEPT THE WEST 5 ACRES THEREOF) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 9: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 40 CHAINS; THENCE EAST 17.29 CHAINS TO A POINT THAT IS 22.34 CHAINS WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 30 CHAINS; THENCE EAST 9.43 CHAINS TO A POINT 12.91 CHAINS WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 10 CHAINS; THENCE WEST 27.31 CHAINS TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF LYING SOUTH OF THE HIGHWAY), AND (EXCEPT THE SOUTH 660 FEET OF THE WEST 660 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

PARCEL 10: THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12.91 CHAINS WEST AND 1.64 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 9.86 CHAINS; THENCE WEST 9.43 CHAINS; THENCE NORTH 713.38 FEET; THENCE EAST 27.84 CHAINS TO A POINT 363 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 1174 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 11, 865.5 FEET TO THE CENTER LINE OF STATE ROAD NO. 83; THENCE SOUTHERLY ALONG THE CENTER OF STATE ROAD NO. 83, 2460 FEET, MORE OR LESS, TO THE CENTER OF A PUBLIC ROAD (THE INTERSECTION OF THE CENTER LINE OF SAID PUBLIC ROAD AND THE CENTER LINE OF SAID STATE ROAD NO. 83 BEING 362.6 FEET NORTH AND 266.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 11); THENCE SOUTH 77 DEGREES 53 MINUTES WEST, 1142.6 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 11: THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 1246.67 FEET THEREOF) IN SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 12: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12.91 CHAINS WEST AND 11.50 CHAINS NORTH OF

**Legal Description**

600+/- Acres

To Be Annexed to Village of Grayslake

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THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE WEST TO A POINT THAT IS 22.34 CHAINS WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTH TO A POINT THAT IS 30 CHAINS SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST TO A POINT DUE SOUTH OF THE POINT OF BEGINNING AND THENCE NORTH TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 13: THE WEST 660.0 FEET OF THE SOUTH 660.0 FEET OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 14: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF DEDICATED FOR HIGHWAY PURPOSES TO STATE OF ILLINOIS BY INSTRUMENT DATED APRIL 3, 1927 AND RECORDED AUGUST 15, 1928 AS DOCUMENT 303862 AND BY INSTRUMENT DATED AUGUST 20, 1952 AND RECORDED AUGUST 23, 1952 AS DOCUMENT 766951 AND BY INSTRUMENT DATED NOVEMBER 5, 1958 AND RECORDED JANUARY 9, 1959 AS DOCUMENT 1016914 AND EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND EXCEPT THE SOUTH 662 FEET OF THE WEST 130 FEET OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SAID NORTHEAST SECTION OF SECTION 11 AND EXCEPT THE NORTH 8 ACRES OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER SECTION), IN LAKE COUNTY, ILLINOIS.

PARCEL 1: THE WEST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE NORTH 10 ACRES THEREOF) OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4: THE EAST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5A: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE NORTH 66 FEET THEREOF AND EXCEPT THE SOUTH 200 FEET OF THE NORTH 266 FEET THEREOF) OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5B: THE WEST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 6: THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 185 FEET THEREOF) OF SECTION 10; THE WEST 10 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 7: THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, (EXCEPT THE SOUTH 20 ACRES THEREOF AND EXCEPT THE WEST 5 ACRES OF THAT PART OF SAID QUARTER QUARTER SECTION LYING NORTH OF THE SOUTH 20 ACRES THEREOF), IN TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

## Legal Description

649+/- Acre Parcel

Entire Property for Development

Page 2 of 3

PARCEL 8: THE SOUTH 20 ACRES (EXCEPT THE WEST 5 ACRES THEREOF) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

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PARCEL 10: THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12.91 CHAINS WEST AND 1.64 CHAINS NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 9.86 CHAINS; THENCE WEST 9.43 CHAINS; THENCE NORTH 713.38 FEET; THENCE EAST 27.84 CHAINS TO A POINT 363 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 1174 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, 865.5 FEET TO THE CENTER LINE OF STATE ROAD NO. 83; THENCE SOUTHERLY ALONG THE CENTER OF STATE ROAD NO. 83, 2460 FEET, MORE OR LESS, TO THE CENTER OF A PUBLIC ROAD (THE INTERSECTION OF THE CENTER LINE OF SAID PUBLIC ROAD AND THE CENTER LINE OF SAID STATE ROAD NO. 83 BEING 362.6 FEET NORTH AND 266.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 11); THENCE SOUTH 77 DEGREES 53 MINUTES WEST, 1142.6 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

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## Legal Description

649+/- Acre Parcel

Entire Property for Development

Page 3 of 3

CHAINS SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST TO A POINT DUE SOUTH OF THE POINT OF BEGINNING AND THENCE NORTH TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 13: THE WEST 660.0 FEET OF THE SOUTH 660.0 FEET OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 14: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF DEDICATED FOR HIGHWAY PURPOSES TO STATE OF ILLINOIS BY INSTRUMENT DATED APRIL 3, 1927 AND RECORDED AUGUST 15, 1928 AS DOCUMENT 303862 AND BY INSTRUMENT DATED AUGUST 20, 1952 AND RECORDED AUGUST 23, 1952 AS DOCUMENT 766951 AND BY INSTRUMENT DATED NOVEMBER 5, 1958 AND RECORDED JANUARY 9, 1959 AS DOCUMENT 1016914 AND EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND EXCEPT THE SOUTH 662 FEET OF THE WEST 130 FEET OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SAID NORTHEAST SECTION OF SECTION 11 AND EXCEPT THE NORTH 8 ACRES OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER SECTION), IN LAKE COUNTY, ILLINOIS.

PARCEL 15: THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12.91 CHAINS WEST AND 1.64 CHAINS NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 9.86 CHAINS; THENCE WEST 9.43 CHAINS; THENCE NORTH 713.38 FEET TO THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE DESCRIPTION; THENCE EAST 27.84 CHAINS TO A POINT 363.0 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 1174 FEET MORE OR LESS TO THE NORTH LINE THEREOF; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER AND THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1837.44 FEET; THENCE SOUTH TO THE POINT OF BEGINNING (EXCEPT THE NORTH 40 FEET OF THE WEST 5 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 11, AND THE NORTH 40 FEET OF THE EAST 22.34 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 11, BOTH HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES BY DOCUMENT 761162, RECORDED JUNE 23, 1952 AND ALSO EXCEPT THE NORTH 40 FEET OF THE EAST 33 FEET OF THE WEST 363 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES BY DOCUMENT 761163, RECORDED JUNE 23, 1952), IN LAKE COUNTY, ILLINOIS.

**Exhibit B**  
**Master Plan**

**(large document available at Village Hall)**



**Exhibit B-1**  
**Land Use Plan**

**(document available at Village Hall)**

**CORNERSTONE ZONING STANDARDS**

\*For Single-Family Attached uses, see Cornerstone Zoning Standards, Parcel 3B

**Single Family Detached (Parcel 1)**

Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive	Approved as Part of a Previous P.U.D.
<b>Minimum Lot Size</b>				
<i>SF Detached:</i> 7,500 sq. ft.	X (Matches Village's R3 Zoning)			
<i>Age Restricted:</i> 6,000 sq. ft.		X (No Village Regulation)		
<i>Other Permitted Uses :</i> Per Approved Plan				
<b>Minimum Lot Width</b>				
<i>SF Detached Uses:</i> 60 ft.	X (Matches Village's R3 Zoning)			
<i>Age Restricted:</i> 50 ft.		X (No Village Regulation)		
<b>Density</b>				
2.5 Units/Acre)		X (5 units/acre in R3)		
<b>Peterson/Alleghany Road setback</b>				
50 ft.		X (No specific Village Regulation)		
<b>Front Yard Setback</b>				
20 ft.	X (meets PUD)			X (20 FT. Prairie Crossing, College Trail)
<b>Corner Side Yard Setback</b>				
20 ft.		X (exceeds PUD)		X (15 ft. English Meadows 10 ft. Prairie Crossing)
<b>Interior Side Yard Setback</b>				
7 ft.		X (exceeds PUD)		X (6 ft. College Trail & English Meadows)
<b>Rear Yard Setback</b>				
15 ft.		X (exceeds PUD)		X (10 ft. College Trail 5 ft Prairie Crossing)
<b>Principal Building Height</b>				
40 ft.			X (35 ft.)	
<b>Accessory Building Height</b>				
16 ft.	X			
<b>Maximum Structural Coverage</b>				
30%	X			

Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive	Approved as Part of a Previous P.U.D.
<b>Maximum Impervious Surface Coverage</b>				
60%		X (No Village Regulation)		

**CORNERSTONE PERMITTED/CONDITIONAL USES**

**Single Family Attached/Detached (Parcel 1)**  
**Permitted Uses**

- Single Family Detached
- Single Family Attached
- Townhomes / Rowhomes and Senior Housing
- Community Centers/Fitness Facilities
- Civic/Government buildings
- Nursing/Rehabilitative Homes
- Any other proposed development of a similar nature, compatible with the permitted uses listed within this section and as approved by the Building Department

## CORNERSTONE ZONING STANDARDS

### Office/Research and Development (Parcel 2)

Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive
<b>Minimum Lot Size (Expansion Lots<sup>1</sup>)</b>			
40,000 SF	X		
<b>Minimum Lot Width (Expansion Lots)</b>			
<u>Office/R&amp;D</u> : 100 ft.			X (130 ft.)
<u>Expansion Lots</u> : 50 ft.		X (No Village Regulation)	
<b>Maximum F.A.R.</b>			
1.0 - 2.0 <sup>2</sup>			X (.5)
<b>Perimeter Road Buffer: Peterson &amp; Alleghany</b>			
30 ft.			
<u>Building Setback</u> : 30 ft plus 1ft per ea. 2 ft. of height >30 ft.		X (No Village Regulation)	
<b>Front Yard Setback</b>			
30 ft.			X (50 ft.)
<b>Corner Side Yard Setback</b>			
30 ft.			X (50 ft.)
<b>Interior Side Yard Setback<sup>3</sup></b>			
15 ft. plus 1 ft. for each 2 ft. of additional bldg. height over 30 ft.		X (Village regulation is 15 ft.)	
<b>Rear Yard Setback<sup>3</sup></b>			
15 ft. plus 1 ft. for each 2 ft. of additional bldg. height over 30 ft.			X (30 ft.)
<b>Parking Setbacks: Peterson &amp; Alleghany</b>			
30 ft.		X (Village Regulation 5 ft.)	
<b>Parking Setback: Interior Streets</b>			
15 ft.		X (Village Regulation 5 ft.)	

<sup>1</sup> See Annexation Agreement, Expansion Lots.

<sup>2</sup> See Annexation Agreement, Special Approval Procedure.

<sup>3</sup> See Annexation Agreement, Reduced Setback Conditions.

Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive
<b>Parking Setback: Interior Side &amp; Rear Yard</b>			
0 - 10 ft. <sup>4</sup>	X		
<b>Maximum Principal Building Height</b>			
90- 120 ft. <sup>5</sup>			X (75 ft.)
<b>Maximum Accessory Building Height</b>			
40-60 ft. <sup>5</sup>			X ( 30 ft.)
<b>Maximum Structural Coverage</b>			
60% - 80% <sup>6</sup>	X (60%)		
<b>Maximum Impervious Coverage</b>			
80%		X (No Village Regulation)	

<sup>4</sup> See Annexation Agreement, Reduced Setback Conditions.

<sup>5</sup> See Annexation Agreement, Special Approval Procedure.

<sup>6</sup> 60% structural coverage allowed for structured parking, see Annexation Agreement, Special Approval Procedure.

# CORNERSTONE ZONING STANDARDS

## Industrial/Commercial (Parcel 2)

Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive
<b>Minimum Lot Area (Expansion Lots<sup>1</sup>)</b>			
<i>Industrial:</i> 40,000 SF	X (40,000 LI)		
<i>Commercial:</i> 30,000 SF		X (15,000 LIA)	
<b>Minimum Lot Width (Expansion Lots)</b>			
<i>Industrial &amp; Commercial:</i> 100 ft.		X (75 ft.)	
<i>Expansion Lots:</i> 50 ft.		X (No Village Regulation)	
<b>F.A.R.</b>			
<i>Industrial &amp; Commercial:</i> .6	X		
<b>Perimeter Road Buffer: Peterson &amp; Alleghany</b>			
<i>Industrial &amp; Commercial:</i> 30 ft.		X (No Village Regulation)	
<i>Building Setback:</i> 30 ft plus 1ft per ea. 2 ft. of height >30 ft.		X (No Village Regulation)	
<b>Front Yard Setback</b>			
<i>Industrial &amp; Commercial:</i> 30 ft			X (50 ft.)
<b>Corner Side Yard Setback</b>			
<i>Industrial &amp; Commercial:</i> 30 ft.			X (50 ft.)
<b>Interior Side Yard Setback<sup>2</sup></b>			
<i>Industrial &amp; Commercial:</i> 15 ft. plus 1 ft. for each 2 ft. of add'l bldg. height over 30 ft.		X (Village Regulation - 15 ft.)	
<b>Rear Yard Setback<sup>2</sup></b>			
<i>Industrial &amp; Commercial:</i> 15 ft. plus 1 ft. for each 2 ft. of additional bldg. height over 30 ft.			X (30 ft.)

<sup>1</sup> See Annexation Agreement, Expansion Lots.

<sup>2</sup> See Annexation Agreement, Reduced Setback conditions.

Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive
<b>Parking Setbacks: Peterson &amp; Alleghany</b>			
<i>Industrial &amp; Commercial:</i> 30 ft.		X (Village Regulation 5 ft.)	
<b>Parking Setbacks: Interior Streets</b>			
<i>Industrial &amp; Commercial:</i> 15 ft.		X (Village Regulation 5 ft.)	
<b>Parking Setbacks: Interior Side and Rear Yards</b>			
<i>Industrial &amp; Commercial:</i> 0-10 ft. <sup>3</sup>	X		
<b>Parking Setback: Transitional Yards<sup>4</sup></b>			
<i>Industrial &amp; Commercial:</i> 5 ft.	X		
<b>Maximum Principal Building Height</b>			
<i>Industrial &amp; Commercial:</i> 90 ft.		X (Village Regulation 95 ft.)	
<b>Maximum Accessory Building Height</b>			
<i>Industrial &amp; Commercial:</i> 40-60 ft. <sup>5</sup>	X (40 ft.)		
<b>Maximum Structural Coverage</b>			
<i>Industrial &amp; Commercial:</i> 85%		X (95%)	
<b>Maximum Impervious Surface</b>			
<i>Industrial &amp; Commercial:</i> 85%		X (No Village Regulation)	

<sup>3</sup> See Annexation Agreement, Reduced Setback Conditions.

<sup>4</sup> See Annexation Agreement, Transitional Yards.

<sup>5</sup> See Annexation Agreement, Special Approval Procedure.



## CORNERSTONE PERMITTED/CONDITIONAL USES

### Office/Research and Development/Industrial/Commercial (Parcel 2)

- Business/Professional Offices
- Corporate Office Headquarters
- Medical and Dental Offices/Labs
- Hospitals/Medical Clinics
- Research and Development Facilities
- Auto/Vehicle Sales and Service
- Auto/Truck Servicing and Repair
- Banks/Financial Institutions
- Drive-thru facilities
- Service, retail (dry cleaner, shoe repair, barbers, etc.)
- Leisure/Recreational uses including cinemas, video/DVD/book stores (no adult uses), theater and entertainment
- Grocery/Food Stores
- Health Clubs/Gyms
- Hotel/Conference Facilities
- Mixed-use buildings including retail shops/offices
- Pharmacy/Drug Store
- Restaurants
- Retail Stores/Shops/Kiosks
- Civic/Government Buildings
- Colleges and Institutions for higher learning
- Music Schools
- Nursery Schools/Day Care Centers, etc.
- Trade/Technical/Vocational Schools (non-boarding)
- Bio-Pharmaceutical Manufacturing
- Electronics Manufacturing
- Engineering and Testing Labs/Offices
- Light Assembly and Manufacturing
- Production, Processing, Assembly, Cleaning, Storing, Testing, Servicing and Repair
- Warehousing, Storage and Distribution Facilities, Excluding Motor Freight Terminals
- Public Utility and community service uses, including electrical distribution substations, fire and police stations, telephone exchanges and similar uses

- Any other proposed industrial, office/business, public/educational, medical, research/development, retail/commercial, manufacturing/assembling development, service or processing activity of a similar nature, compatible with the permitted uses listed within this section as approved by the Building Department

## CORNERSTONE ZONING STANDARDS

### Commercial/Retail (Parcels 3A)

Cornerstone Standard	No Difference	Cornerstone More Restrictive/No Village Regulation	Village More Restrictive	Approved as part of a Previous P.U.D.
<b>Minimum Lot Size</b>				
<i>Outlots:</i> 30,000 sf		X (Village regulation is 10,000 sq. ft., GB)		
<i>Core Retail:</i> 30,000 sf		X (Village regulation is 0 sq. ft., CB)		
<b>Minimum Lot Width</b>				
<i>Outlots:</i> 100 ft.		X (Village regulation is 50 ft., GB)		
<i>Core Retail:</i> Per Approved Plan		X (Village regulation is 0 sq. ft., CB)		
<b>Density</b>				
<i>Outlots:</i> .4 F.A.R.	X			
<i>Core Retail:</i> 2.0 F.A.R.		X (Village regulation is 2.4)		
<b>Perimeter Road Buffer: Peterson &amp; IL 83</b>				
<i>Outlots &amp; Core Retail:</i> 30 ft. plus 1 ft per ea. 2 ft of additional building ht. > 30 ft.		X (Village has no specific regulation)		
<b>Front Yard Setback</b>				
<i>Outlots:</i> 20 ft.			X (Village regulation is 50 ft., GB)	
<i>Core Retail:</i> 0 ft.	X(CB)			
<b>Corner Side Yard Setback</b>				
<i>Outlots:</i> 20 ft.			X (Village regulation is 50 ft., GB)	
<i>Core Retail:</i> 0 ft.	X(CB)			

Cornerstone Standard	No Difference	Cornerstone More Restrictive/No Village Regulation	Village More Restrictive	Approved as part of a Previous P.U.D.
<b>Interior Side Yard Setback<sup>1</sup></b>				
<u>Outlots</u> : 15 ft. plus 1 ft per ea. 2 ft of additional building ht. > 30 ft.		X (Village regulation is 12 ft., GB)		
<u>Core Retail</u> : 0 ft.			X (Village regulation is 12 ft., CB)	
<b>Rear Yard Setback<sup>2</sup></b>				
<u>Outlots</u> : 15 ft. plus 1 ft per ea. 2 ft of additional building ht. > 30 ft.			X (Village regulation is 30 ft.)	
<u>Core Retail</u> : 0 ft.			X (Village regulation is 30 ft.)	
<b>Parking Setback: Peterson &amp; IL83:</b>				
<u>Outlots &amp; Core Retail</u> : 30 ft.			X (Village regulation is 50 ft.)	
<b>Parking Setbacks: Interior Streets</b>				
<u>Outlots</u> : 15 ft		X (Village regulation is 5 ft.)		
<u>Core Retail</u> : 5 ft (excludes on-street parking)		X (Village regulation is 5 ft.)		
<b>Parking Setbacks: Side/Rear yards</b>				
<u>Outlots</u> : 0-5 ft. <sup>3</sup>		X (Village regulation is 5 ft.)		
<u>Core Retail</u> : 0-10 ft. <sup>3</sup>		X (Village regulation is 5 ft.)		
<b>Parking Setbacks: Transitional Yards<sup>4</sup></b>				
<u>Outlots</u> : 5 ft.	X		X (Village regulation is 5 ft.)	
<u>Core Retail</u> : 0-10 ft. <sup>3</sup>	X		X (Village regulation is 5 ft.)	

<sup>1</sup> See Annexation Agreement, Reduced Setback Conditions.

<sup>2</sup> See Annexation Agreement, Reduced Setback Conditions.

<sup>3</sup> See Annexation Agreement, Special Approval Procedure.

<sup>4</sup> See Annexation Agreement, Transitional Yards.

Cornerstone Standard	No Difference	Cornerstone More Restrictive/No Village Regulation	Village More Restrictive	Approved as part of a Previous P.U.D.
<b>Maximum Principal Building Height</b>				
<u>Outlots</u> : 50 ft.			X (Village regulation 40 ft., GB)	
<u>Core Retail</u> : 50 ft.	X (CB)			
<b>Maximum Accessory Building Height</b>				
<u>Outlots &amp; Core Retail</u> : 50 ft			X (Village regulation 20 ft.)	
<b>Maximum Structural Coverage</b>				
<u>Outlots</u> : 50%			X (Village regulation is 30%, GB)	
<u>Core Retail</u> : 100%			X (Village regulation is 80%, CB)	
<b>Max. Impervious Surface</b>				
<u>Outlots</u> : 85%		X (No Village Regulation)		
<u>Core Retail</u> : 100%		X (No Village Regulation)		

## CORNERSTONE PERMITTED/CONDITIONAL USES

### Commercial/Retail (Parcel 3A)

- Business/Professional Offices
- Corporate Office Headquarters
- Medical and Dental Offices/Labs
- Auto/Vehicle Sales and Service
- Banks/Financial Institutions
- Drive-thru facilities
- Service, retail (dry cleaner, shoe repair, barbers, etc.)
- Leisure/Recreational uses including cinemas, video/DVD/book stores (no adult uses), theater and entertainment
- Grocery/Food Stores
- Health Clubs/Gyms
- Hotel/Conference Facilities
- Mixed-use buildings including retail shops/offices
- Pharmacy/Drug Store
- Restaurants
- Retail Stores/Shops/Kiosks
- Civic/Government Buildings
- Hospitals/Medical Clinics
- Nursing/Rehabilitative Homes
- Places of worship/Religious Institutions
- Dance Schools Studios
- Music schools
- Museums/Galleries
- Nursery Schools/Day Care Centers, etc.
- Private and Parochial Schools, Non-Boarding
- Trade/Technical/Vocational Schools
- Any other proposed office/business, retail/commercial, public/medical or educational development of a similar nature, compatible with the permitted uses listed within this section as approved by the Building Department

## CORNERSTONE ZONING STANDARDS

### Attached Single-Family (Parcel 3B)

Cornerstone Standard	No Difference	Cornerstone More Restrictive/No Village Regulation	Village More Restrictive	Approved as part of a Previous P.U.D.
<b>Minimum lot size</b>				
<i>Attached SF</i> – 1.0 acres		X (Village regulation is 10,000 sq. ft.)		
<b>Minimum lot width</b>				
150 ft.		X (Village regulation is 80 ft.)		
<b>Density</b>				
<i>SF attached</i> – 10 units/acre		X (Village has no specific regulation)		
<b>Perimeter Road Buffer</b>				
<i>IL 83</i> : 50 ft		X (Village has no specific regulation)		
<i>Winchester</i> : 30 ft		X (Village has no specific regulation)		
<b>Front Yard Setback</b>				
20 ft.			X	X (22 ft. approved in Carillon North)
<b>Corner Side Yard Setback</b>				
20 ft.		X		X (15 ft. approved in Carillon North)
<b>Interior Side Yard Setback</b>				
7 ft.		X		X(5 ft. approved in Carillon North)
<b>Rear Yard Setback</b>				
15 ft.		X (Village's regulation is 10 ft.)		X (10 ft. approved in College Trail)
<b>Parking Setbacks (IL 83, Winchester)</b>				
30 ft.		X (Village's regulation is 10 ft.)		

Cornerstone Standard	No Difference	Cornerstone More Restrictive/No Village Regulation	Village More Restrictive	Approved as part of a Previous P.U.D.
<b>Minimum Building Separation</b>				
<u>SF Attached Side to Front/Rear:</u> 30 ft.		X (No Village Regulation)		X (40 ft. approved in Carillon)
<u>SF Attached Rear to Front/Rear:</u> 40 ft.		X (No Village Regulation)		X (20 ft. approved in College Trail)
<u>SF Attached front to front:</u> 40 ft.		X (No Village Regulation)		
<u>SF Attached Side to Side:</u> 15 ft.		X (No Village Regulation)		
<b>Maximum Principal Bldg. Height</b>				
40 feet			X (Village regulation 35 ft.)	
<b>Maximum Accessory Building Height</b>				
16 ft	X			
<b>Maximum Structural Coverage</b>				
40%			X (Village regulation is 30%)	
<b>Maximum Impervious Surface</b>				
80%		X (No Village Regulation)		



## **CORNERSTONE PERMITTED/CONDITIONAL USES**

### **Attached Single-Family (Parcel 3B)**

- Single Family Attached
- Townhomes/Rowhomes/Cluster Homes
- Age-Restricted, Active Adult, Senior Housing
- Community Centers/Fitness Facilities
- Civic/Government Buildings
- Nursing/Rehabilitative Homes
- Places of Worship/Religious Institutions
- Any other proposed development of a similar nature, compatible with the permitted uses listed within this section and as approved by the Building Department

## CORNERSTONE ZONING STANDARDS

### Mixed Uses (Parcel 3C & 4)

\*For Office uses, see Cornerstone Zoning Standards, Parcel 2.

\*For Retail/Commercial uses, see Cornerstone Zoning Standards, Parcel 3A.

\*For Attached Single-Family uses, see Cornerstone Zoning Standards, Parcel 3B.

Cornerstone Standard	No Difference	Cornerstone More Restrictive/No Village Regulation	Village More Restrictive	Approved as part of a Previous P.U.D.
<b>Minimum lot size</b>				
<i>Multi-Family</i> : 3.0 acres		X (Village regulation is 11,000 sq. ft.)		
<b>Minimum lot width</b>				
<i>Multi-Family</i> : 150 ft.		X (Village regulation is 80 ft.)		
<b>Density</b>				
<i>Multi-Family</i> - 25 units/acre		X (Village has no specific regulation)		
<b>Perimeter Road Buffer</b>				
<i>Peterson, IL83 &amp; Winchester</i> : 30 ft.		X (Village has no specific regulation)		
<i>Building Setback</i> : 30 ft plus 1ft per ea. 2 ft. of height >30 ft		X (Village has no specific regulation)		
<b>Front Yard Setback</b>				
<i>Multi-Family</i> : 20 ft.			X	X (22 ft. approved in Carillon North)
<b>Corner Side Yard Setback</b>				
<i>Multi-Family</i> : 20 ft.		X		X (15 ft. approved in Carillon North)
<b>Interior Side Yard Setback</b>				
<i>Multi-Family</i> : 7 ft.		X		X(5 ft. approved in Carillon North)
<b>Rear Yard Setbacks</b>				
<i>Multi-Family</i> : 15 ft.		X (Village regulation is 10 ft.)		
<b>Parking Setbacks: Peterson, IL 83, Winchester</b>				
<i>Multi-Family</i> : 15 ft.		X (Village regulation is 10 ft.)		

Cornerstone Standard	No Difference	Cornerstone More Restrictive/No Village Regulation	Village More Restrictive	Approved as part of a Previous P.U.D.
<b>Parking Setback: Interior Streets</b>				
<i>Multi-Family:</i> 15 ft		X (Village Regulation is 10 ft.)		
<b>Minimum Bldg. Separation</b>				
<i>MF Side to Front:</i> 30 ft.		X (No Village Regulation)		
<i>MF Side to Rear:</i> 30 ft.		X (No Village Regulation)		
<i>MF Rear to Front:</i> 40 ft.		X (No Village Regulation)		
<i>MF Rear to Rear:</i> 40 ft.		X (No Village Regulation)		
<i>MF Front to Front:</i> 40 ft.		X (No Village Regulation)		
<i>MF Side to Side:</i> 15 ft.		X (No Village Regulation)		
<b>Maximum Principal Bldg. Height</b>				
<i>Multi-Family:</i> 90 feet			X (Village regulation 80 ft.)	
<b>Maximum Accessory Building Height</b>				
<i>Multi-Family:</i> 30 ft			X (Village regulation 16 ft.)	
<b>Maximum Structural Coverage</b>				
<i>Multi-Family:</i> 40%			X (Village regulation is 30%)	
<b>Maximum Impervious Surface</b>				
80%		X (No Village Regulation)		

## CORNERSTONE PERMITTED/CONDITIONAL USES

### Mixed Uses (Parcel 3C & 4)

- Age Restricted Detached Single Family
- Age Restricted Attached Single Family
- Multi-Story; multi-family buildings, apartments and condominiums
- Townhomes/Rowhomes/Senior Housing
- Business/Professional Offices
- Corporate Office Headquarters
- Medical and Dental Offices/Labs
- Auto/Vehicle Sales and Service
- Banks/Financial Institutions
- Drive-thru facilities
- Service, retail (dry cleaner, shoe repair, barbers, etc.)
- Leisure/Recreational uses including cinemas, video/DVD/book stores (no adult uses), theater and entertainment
- Grocery/Food Stores
- Health Clubs/Gyms
- Hotel/Conference Facilities
- Mixed-use buildings including retail shops/offices w/residential
- Pharmacy/Drug Store
- Restaurants
- Retail Stores/Shops/Kiosks
- Civic/Government Buildings
- Hospitals/Medical Clinics
- Nursing/Rehabilitative Homes
- Places of Worship/Religious Institutions
- Colleges/Institutions of higher learning
- Dance Schools/Studios
- Music Schools
- Museums/Galleries
- Nursery Schools/Day Care Centers, Private/Parochial Schools, etc. (non-boarding)
- Trade/Technical/Vocational Schools (non-boarding)

- Any other proposed residential, office/business, medical, retail/commercial, public/educational development of a similar nature, compatible with the permitted uses listed within this section as approved by the Building Department

## CORNERSTONE ZONING STANDARDS

### Parking and Loading

Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive	Approved as Part of a Previous P.U.D.
<b>Parking</b>				
<b>Office</b>				
<u>Medical/Dental:</u> 1/200 sf			X (Village Regulation 1/100 sf + 1/employee)	
<u>Professional/Business:</u> 4/1000 sf		X (Village Regulation 1/300 sf)		
<u>Corporate/Headquarters:</u> 1/300 sf	X			
<b>Research &amp; Development</b>				
<u>Research/Development:</u> 2/1000 sf		X (Village Regulation .75 of max. employees)		
<u>Testing Labs:</u> 2/1000 sf		X (Village Regulation .75 of max. employees)		
<b>Industrial</b>				
<u>Manufacturing/Light Industrial/Processing:</u> 1/1000 sf		X (Village Regulation .75 of max. employees)		
<u>Warehouse/Distribution:</u> 1/1500 sf			X (Village Regulation 1/500 sf)	
<b>Residential</b>				
<u>Single-Family Attached/Detached:</u> 2.0/d.u.	X			
<u>Townhomes/Rowhome:</u> 2.0/d.u.+0.4/d.u. guest parking		X (Village Regulation 2.0/d.u.)		
<u>Multi-Family:</u> 1.5/d.u. (Efficiency & 1 BR) 2.0/d.u. (2-3 BR)	X			

Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive	Approved as Part of a Previous P.U.D.
<b>Residential (cont'd)</b>				
<u>Mixed-Use Residential:</u> 1.5/d.u.	X			
<b>Commercial</b>				
<u>Hotels:</u> 1.2 spaces/room			X (Village Regulation 1.2/room plus commercial)	
<u>Restaurants</u>				
Fast Food: 10/10,000 sf	X			
High-Turnover, no bar: 10/1000 sf	X			
High-Turnover, w/bar: 13.3/1000 sf		X (Village Regulation 10/1000 sf)		
Quality Restaurant: 15/1000 sf		X (Village Regulation 12/1000 sf)		
<u>Retail:</u> 4.5/1000 sf			X (Village Regulation 1/200 sf)	
<b>Miscellaneous Parking Standards</b>				
<u>Shared Parking</u> <sup>1</sup> : Allowed in retail/mixed-use areas.			X (Permitted but discretionary)	
<u>Land-Banked Parking</u> <sup>2</sup> : Permitted in all use zones.			X (Not permitted)	X (Authorized by Village case-by-case)
<u>Compact Vehicle Spaces:</u> Permitted in all use zones (20% max of total parking spaces at 8 ft x 18 ft).		X (No Village Regulation)		

<sup>1</sup> See Annexation Agreement.

<sup>2</sup> See Annexation Agreement.

Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive	Approved as Part of a Previous P.U.D.
<b>Miscellaneous Parking Standards (cont'd)</b>				
<u>Parallel/Head-In Parking:</u> Allowed on interior streets in retail/mixed use and single-family residential areas.		X (No Village Regulation)		
<u>Parking Calculations:</u> On-street parking counts toward required parking in retail/mixed use areas.			X (Not permitted)	
<u>Parking Stall Design<sup>3</sup>:</u> Allowance for 2 ft overhang at open spaces and walkways.		X (No Village Regulation)		
<b>Loading</b>				
<b>Residential</b>				
<u>Buildings &gt; 10,000 sf:</u> 1 berth/bldg	X			
<u>Buildings &lt; 10,000 sf:</u> 0	X			
<b>Office</b>				
<u>Buildings &gt; 10,000 sf:</u> 1 berth/bldg	X			
<u>Buildings &lt; 10,000 sf:</u> 0	X			
<b>Retail</b>				
1 berth + 1/100,000 sf	X			
<b>Industrial</b>				
1 berth + 1/100,000 sf	X			
<b>Miscellaneous Loading Standards</b>				
<u>Multi-Use Buildings:</u> Reductions in loading requirements allowed.				X Permitted w/approval

<sup>3</sup> See Annexation Agreement.



Cornerstone Standard	No Difference	Cornerstone More Restrictive/ No Village Regulation	Village More Restrictive	Approved as Part of a Previous P.U.D.
<b>Miscellaneous Loading Standards (cont'd)</b>				
<u>Yards</u> : Loading permitted in FY and SY adjoining a street with Master Developer approval.			X (Not allowed per Village Regulation)	

October 29, 2008 Revised Alter Submittal/Clauses

## Consolidating Generally Applicable Definitions and Zoning Principles

**Definition: Expansion lots:** Whenever designated on an approved plat of subdivision as an "Expansion Lot", a platted lot with a lot width of not less than fifty (50) feet which may be combined with adjacent lots to obtain, or to enhance, one or more lots conforming with the minimum lot width and lot area required under these regulations. An Expansion Lot may be combined with a conforming adjacent lot to provide additional lot width or lot area to the adjacent conforming lot. Nothing herein shall relieve the resulting zoning lot from complying with the setback, side yard and bulk requirements applicable to the zoning lot resulting from the combination of a conforming zoning lot with an expansion lot or with a combination of multiple expansion lots into a conforming zoning lot.

**Definition: Shared Parking:** Shared parking is the use of a parking space to serve two or more individual land uses without conflict. The goal of a shared parking analysis is to find the balance between providing adequate parking to support a mix of uses within a development and minimizing the negative aspects of excessive land area, pavement or resources devoted to parking.

Shared parking requirements shall be determined utilizing the following methodology:

1. Peak parking demand per each use shall be calculated using ITE, local surveys or some combination thereof;
2. Hourly percent distribution shall be determined for each use per the ITE Parking Generation report, the ULI Shared Parking report, or from local surveys conducted hourly throughout the day. The calculated hourly parking demand per use shall be determined by multiplying the hourly percentage times the peak parking demand;
3. Peak shared parking demand shall be established based upon the hour with the highest number of spaces required per the total of all uses.

Shared parking shall be allowed at Cornerstone only in the Marketplace Retail areas, retail/residential mixed-use areas, and office/commercial mixed-use areas and shall utilize the calculation methodology outlined above and pursuant to the approval of the Village.

**Special Approval Procedures:** The Annexation Agreement provides for the Village Board to authorize an increase in the Standard for Floor Area Ratio (FAR), Principal Building Height, and Accessory Building Height under Special Approval Procedures. Whenever special approval is required to achieve a Standard above the stated

maximum but within the stated range for an established standard in a district, the following procedure shall apply:

The Standard may be increased on a site-by-site basis up to the maximum range level for the district upon approval of the Village Board. When approval is sought for a maximum Standard in excess of the initial maximum for the district, the general design for the structure shall be submitted to the Zoning Officer for review and forwarding to the Village Board for a final determination. Such design shall clearly show the dimensions of the proposed structure, shall contain elevations for each side of the structure, and shall disclose the floor area of the proposed structure along with the accurate dimensions of the zoning lot upon which the structure is to be built. Final architectural and engineering plans shall not be required for this stage of development. The Village Board shall use the following criteria in determining the application:

1. The proposed increase in the Standard will be in general harmony with the scale, coverage, density and character of adjacent properties in which it is located.
2. The proposed increase in the Standard will not hinder or discourage the appropriate development and use of adjacent land and buildings or significantly impair the value thereof.
3. The proposed increase in the Standard will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use.
4. The proposed increase in the Standard will not adversely affect the character of the immediate vicinity of the parcel proposed for the development.
5. The subject structure will comply in all other respects with the applicable zoning regulations.

If the Village Board finds that proposed increased Standard as proposed in the submitted design is consistent with the above criteria, the Village Board shall issue a written authorization to proceed with building permit application. When issued, an authorization to proceed shall be considered an authorization to increase the Standard of the structure to the Standard authorized by the Village Board.

**Approved Parking Facilities:** When approval is sought for shared parking facilities or for reduction of the internal parking setback to less than the minimum established for the district, the design for such facilities shall be submitted to the Zoning Officer for review and approval. Such design shall clearly show the dimensions of the parking facilities and shall clearly show the boundary of the parking facilities relative

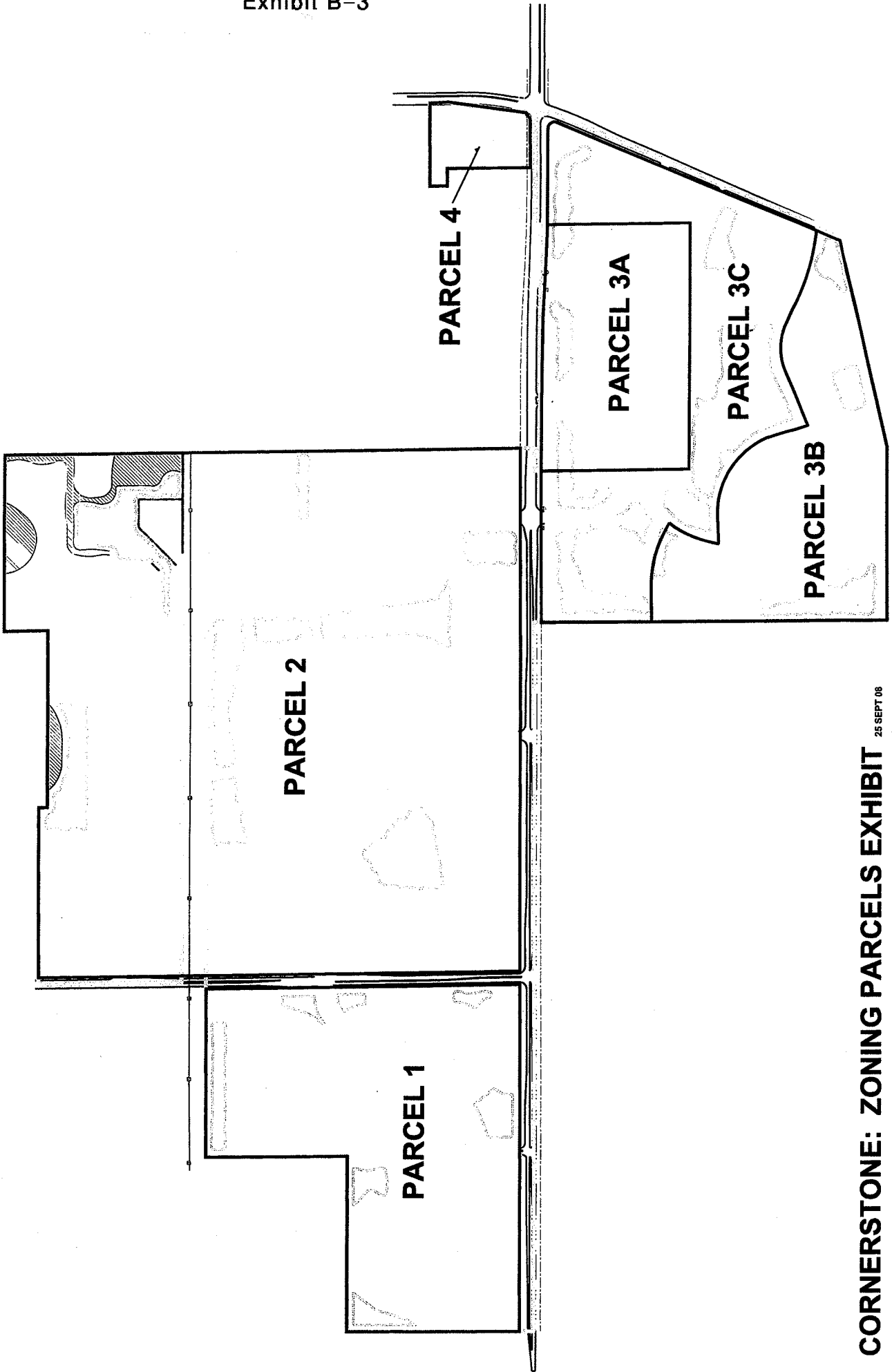
to the lot line(s) and shall clearly show the proposed parking setback from the lot line(s). The relevant required parking setback line shall also be clearly discernable on the design submitted. The Zoning Officer shall consider the design, location, circulation, public safety, adjacent uses and adjacent street category to determine if the design is consistent with the spirit intent of the general design standards in the vicinity of the facilities' location. If the Zoning Officer determines that the location, circulation, public safety, adjacent uses and adjacent street category as proposed in the submitted design is consistent with the spirit intent of the general design standards in the vicinity of the facilities' location, the Zoning Officer shall issue a written authorization to proceed with building permit application. When issued, an authorization to proceed shall be considered an authorization to locate the subject parking facilities as authorized.

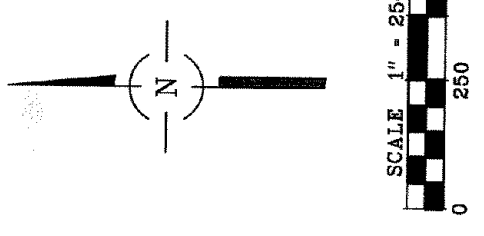
**Accessory Building or Accessory Structure:** A building or structure which is incidental, related, appropriate, and clearly subordinate to the lot or building, and which does not alter the principal use of the lot or building. An accessory building or structure shall not exceed forty percent (40%) of the floor area of the principal building. This floor area limitation shall not be applicable to parking deck structures. An accessory building or accessory structure may be constructed prior to the principal building if, and only if, its construction is essential to the construction of the principal building. These provisions shall supersede the definition of "Accessory Building" as provided in Section 17.04.040 of the Village Code.

## **Exhibit B-3**

### **Cornerstone Zoning Parcel Exhibit**

**(large document available at Village Hall)**





--- ZONING PARCEL DIVIDE

NO.	DATE	REMARKS
1	02/16/09	PER CLIENT - ADD SHEET TO SET
2	02/25/09	PER CLIENT - REPLACE DWP SHEET

NO.	DATE	REMARKS

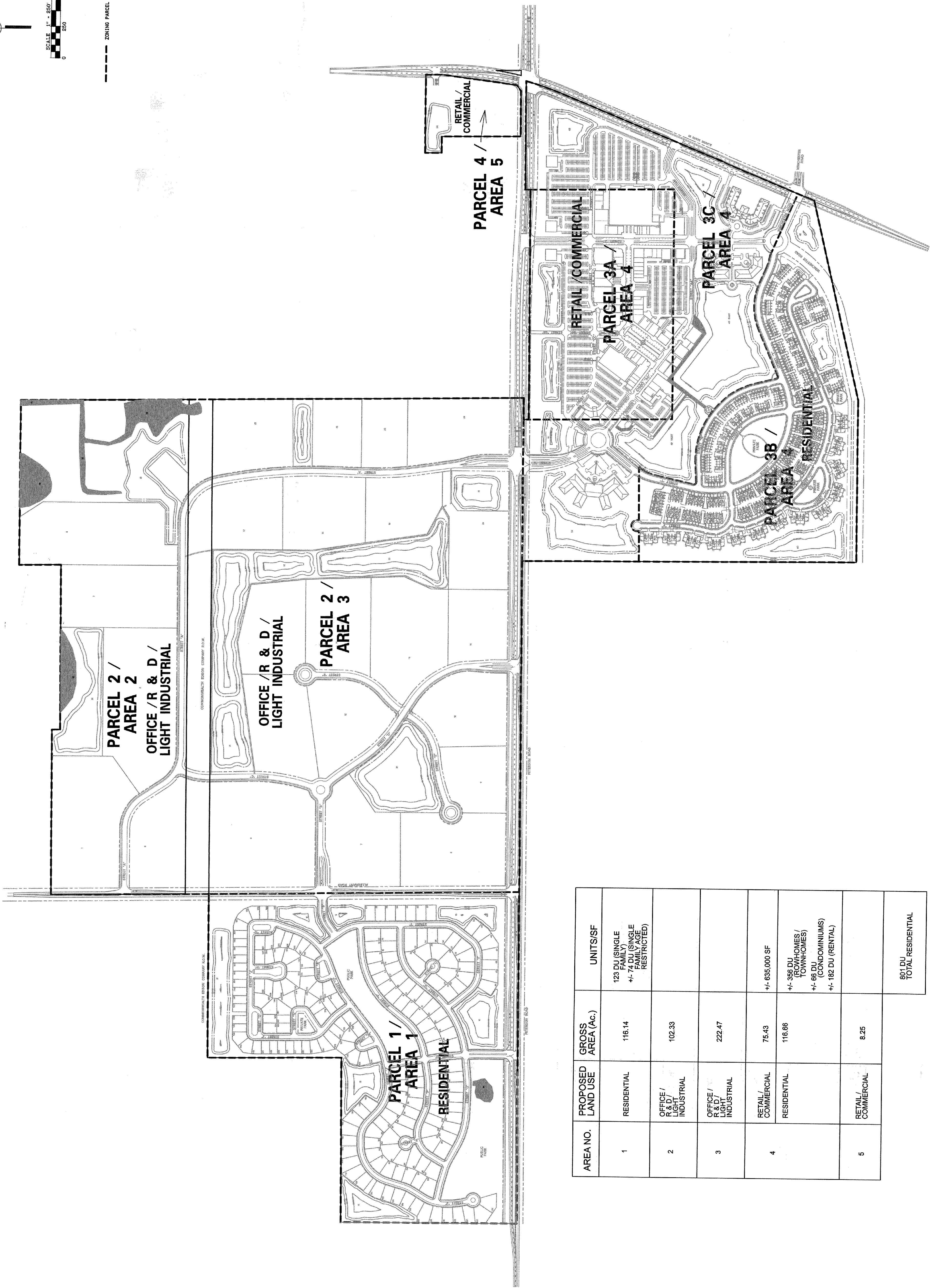
**GENERAL DEVELOPMENT PLAN**  
**CORNERSTONE**  
**VILLAGE OF GRAYSLAKE**  
 LAKE COUNTY, ILLINOIS

925 W. Higgins Road, Suite 200  
 Rosemont, Illinois 60018  
 Phone: (847) 696-4069 Fax: (847) 696-4065

**LAND SURVEYORS**  
**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**

**SPRAGUE INC.**  
 12500 N. WISCONSIN AVE.  
 SUITE 100  
 WILSON, ILLINOIS 60181

DATE: 02/26/09  
 JOB NO.: 2555  
 SHEET: GDP



AREA NO.	PROPOSED LAND USE	GROSS AREA (Ac.)	UNITS/SF
1	RESIDENTIAL	116.14	123 DU (SINGLE FAMILY) +/- 74 DU (SINGLE FAMILY AGE RESTRICTED)
2	OFFICE / R & D / LIGHT INDUSTRIAL	102.33	
3	OFFICE / R & D / LIGHT INDUSTRIAL	222.47	
4	RETAIL / COMMERCIAL	75.43	+/- 635,000 SF
	RESIDENTIAL	116.66	+/- 356 DU (ROWNHOMES / TOWNHOMES) +/- 66 DU (CONDOMINIUMS) +/- 182 DU (RENTAL)
5	RETAIL / COMMERCIAL	8.25	
			801 DU TOTAL RESIDENTIAL

NOTE: THE PROJECT WILL BE PHASED OVER 12 YEARS. FOR PHASE INFORMATION, SEE PHASE 1 PRELIMINARY ENGINEERING PLANS.

**Exhibit B-4**  
**Pattern Book**

**(large documents available at Village Hall)**




**Exhibit B-5**  
**Preliminary Engineering Plans**

**(large documents available at Village Hall)**

**PRELIMINARY ENGINEERING PLANS**  
for  
**CORNERSTONE**  
**VILLAGE OF GRAYSLAKE**  
**LAKE COUNTY, ILLINOIS**

**2556.17**

**MASTER DEVELOPER**  
THE ALTER GROUP  
5500 WEST HOWARD STREET  
SKOKIE, ILLINOIS 60077  
PHONE: (847) 676-4300  
FAX: (847) 676-7855



**RESIDENTIAL DEVELOPER**  
EDWARD R. JAMES PARTNERS, LLC.  
2550 WAUKEGAN ROAD, SUITE 220  
GLENVIEW, ILLINOIS 60025  
PHONE: (847) 724-8200  
FAX: (847) 724-8185

**MASTER LANDSCAPE ARCHITECT**  
DANIEL WEINBACH & PARTNERS, LTD.  
53 WEST JACKSON BLVD., SUITE 250  
CHICAGO, ILLINOIS 60604  
PHONE: (312) 427-2888  
FAX: (312) 427-7648

**RESIDENTIAL LANDSCAPE ARCHITECT**  
THE LAKOTA GROUP, INC.  
212 WEST KINZIE, 3rd FLOOR  
CHICAGO, ILLINOIS 60610  
PHONE: (312) 467-5445  
FAX: (312) 467-5484

**RETAIL LAND PLANNER**  
KA ARCHITECTURE  
1468 WEST NINTH STREET, SUITE 600  
CLEVELAND, OHIO 44111  
PHONE: (216) 781-9144  
FAX: (216) 781-6566

**MULTI FAMILY RESIDENTIAL LAND PLANNER**  
BSB DESIGN  
1530 EAST DUNDEE ROAD, SUITE 360  
PALATINE, ILLINOIS 60074  
PHONE: (847) 705-2200  
FAX: (847) 705-2201

**SINGLE FAMILY RESIDENTIAL LAND PLANNER**  
JEN LAND DESIGN, INC.  
5517 N. CUMBERLAND, SUITE 906  
CHICAGO, ILLINOIS 60656  
PHONE: (773) 763-3320  
FAX: (773) 763-3325

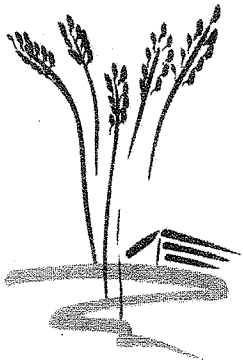
**WATER RESOURCES/ENVIRONMENTAL/  
MECHANICAL ENGINEERING CONSULTANTS**  
CHRISTOPHER B. BURKE ENGINEERING, LTD.  
9575 W. HIGGINS ROAD, SUITE 600  
ROSEMONT, ILLINOIS 60018  
PHONE: (847) 823-0500  
FAX: (847) 823-0520

**CALL J.U.L.I.E. 1-800-892-0123**  
**WITH THE FOLLOWING:**

COUNTY	LAKE
CITY, TOWNSHIP	VILLAGE OF GRAYSLAKE, FREMONT TOWNSHIP
SEC. & 1/4 SEC. NO.	T-44-N, R-10-E, PORTION OF SW 1/4 SECTION 2, PORTION OF SE 1/4 SECTION 3, N 1/4 SECTION 10 AND PORTIONS OF NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 SECTION 11

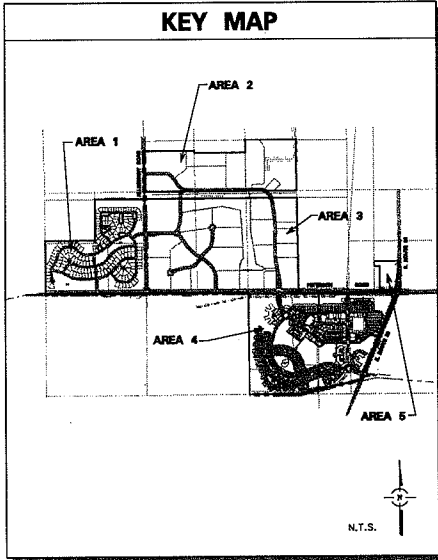
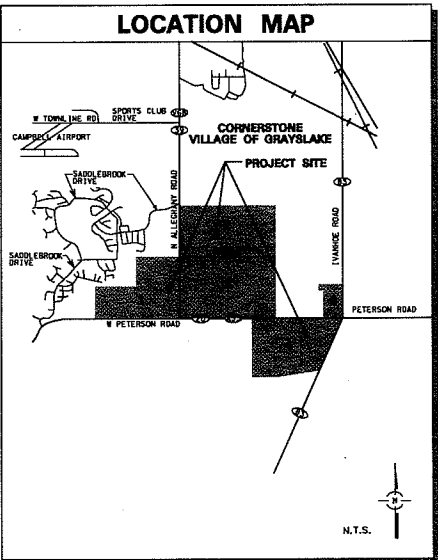
**48 HOURS BEFORE YOU DIG.**  
EXCLUDING SAT., SUN. & HOLIDAYS

INDEX		
SHEET #	SHEET I.D.	SHEET DESCRIPTION
1	CI	TITLE SHEET
2	GNI	TYPICAL SECTIONS AND GENERAL NOTES
2A		GENERAL DEVELOPMENT PLAN/PUD PLAN
3-6	CGM1-CGM4	GEOMETRIC PLAN
7-10	CGR1-CGR4	GRADING AND STORM SEWER PLAN
11-14	CUTI-CUT4	SANITARY SEWER AND WATERMAIN PLAN
15	COSSAWM	CONCEPTUAL OFF-SITE SANITARY SEWER AND WATERMAIN PLAN



CORNERSTONE™

**BENCHMARK**  
ELEVATION:  
DESCRIPTION: SEE SHEET GNI FOR BENCHMARK INFORMATION



REVISIONS			
ORIGINAL PLAN DATE: FEBRUARY 6, 2009			
#	SHEET #	REMARKS	DATE
1	ALL	PER CLIENT	02/16/09

**CORNERSTONE**  
**VILLAGE OF GRAYSLAKE**  
**LAKE COUNTY, ILLINOIS**

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**



**SPACECO INC.**

FILENAME:  
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DATE:  
02/06/09

JOB NO.  
2556.17



THE ALTEC GROUP

NO.	DATE	REMARKS

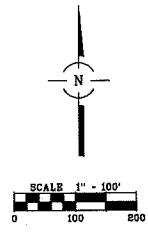
NO.	DATE	REMARKS
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GEOMETRIC PLAN - 1  
**CORNERSTONE**  
 VILLAGE OF GRAYSLAKE  
 LAKE COUNTY, ILLINOIS

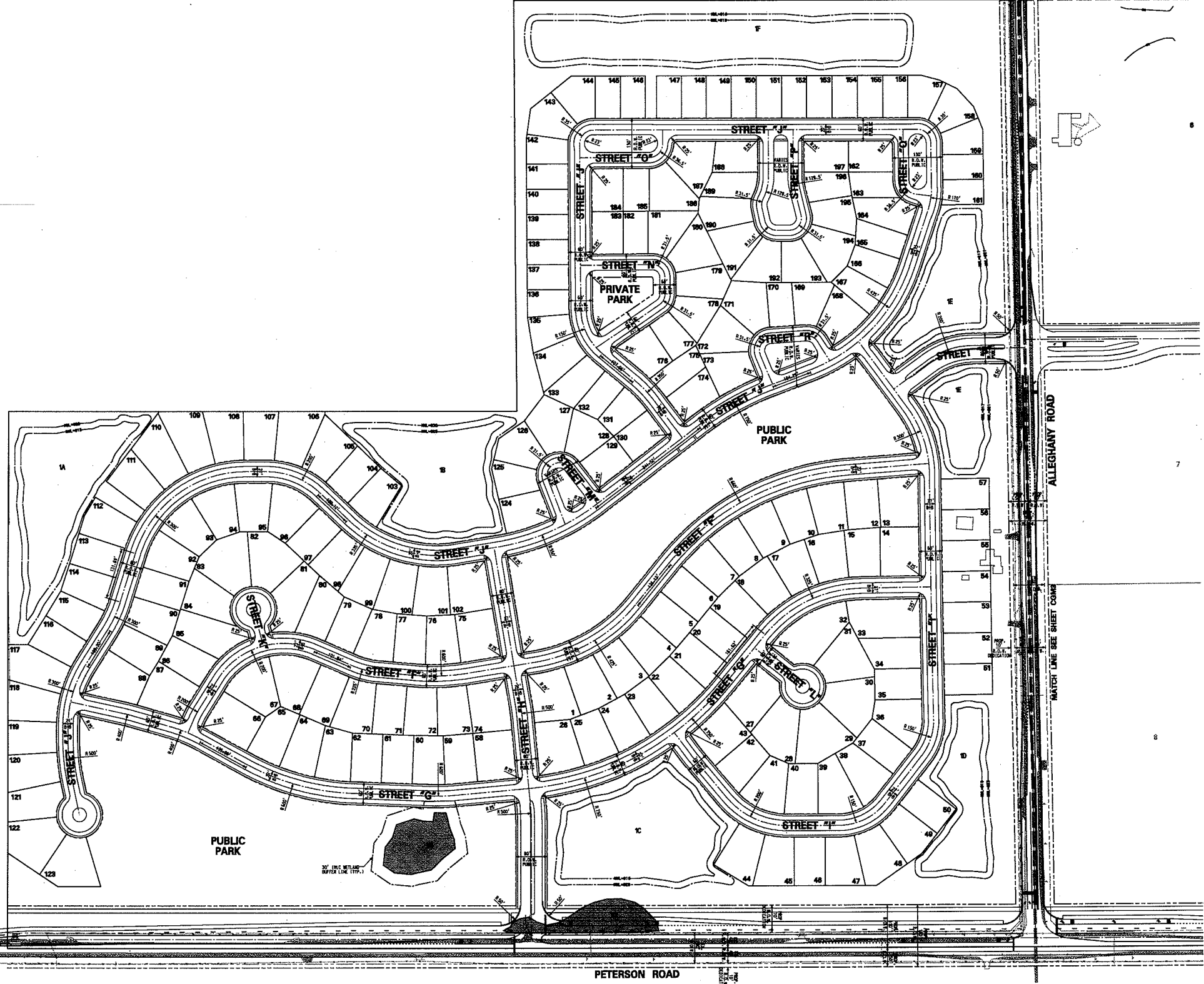
CONSULTING ENGINEER  
**CORNERSTONE ENGINEERING & CONSTRUCTION**  
 9225 W. Higgins Road, Suite 700,  
 Rosemont, IL 60018  
 Phone: (630) 894-4000 Fax: (630) 894-4005



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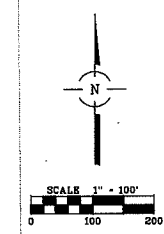


COMMONWEALTH EDISON COMPANY R.O.W.



NOTE:  
 1. CENTERLINE LENGTH DIMENSIONS ARE SHOWN ONLY FOR TANGENTS BETWEEN HORIZONTAL REVERSE CURVES.

NOTE:  
 1. CENTERLINE LENGTH DIMENSIONS ARE SHOWN ONLY FOR TANGENTS BETWEEN HORIZONTAL REVERSE CURVES.



CORNERSTONE  
 THEALTERGROUP

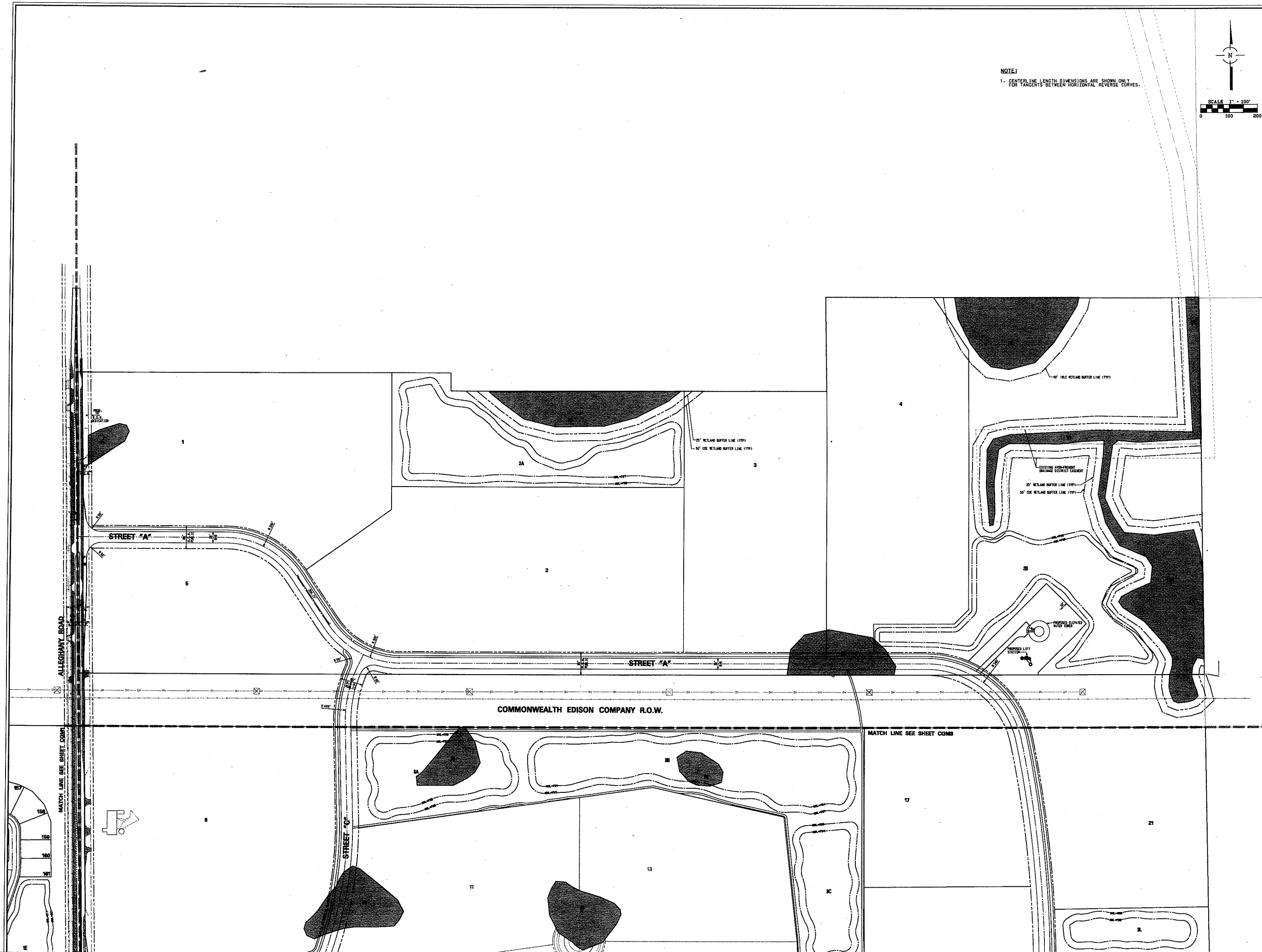
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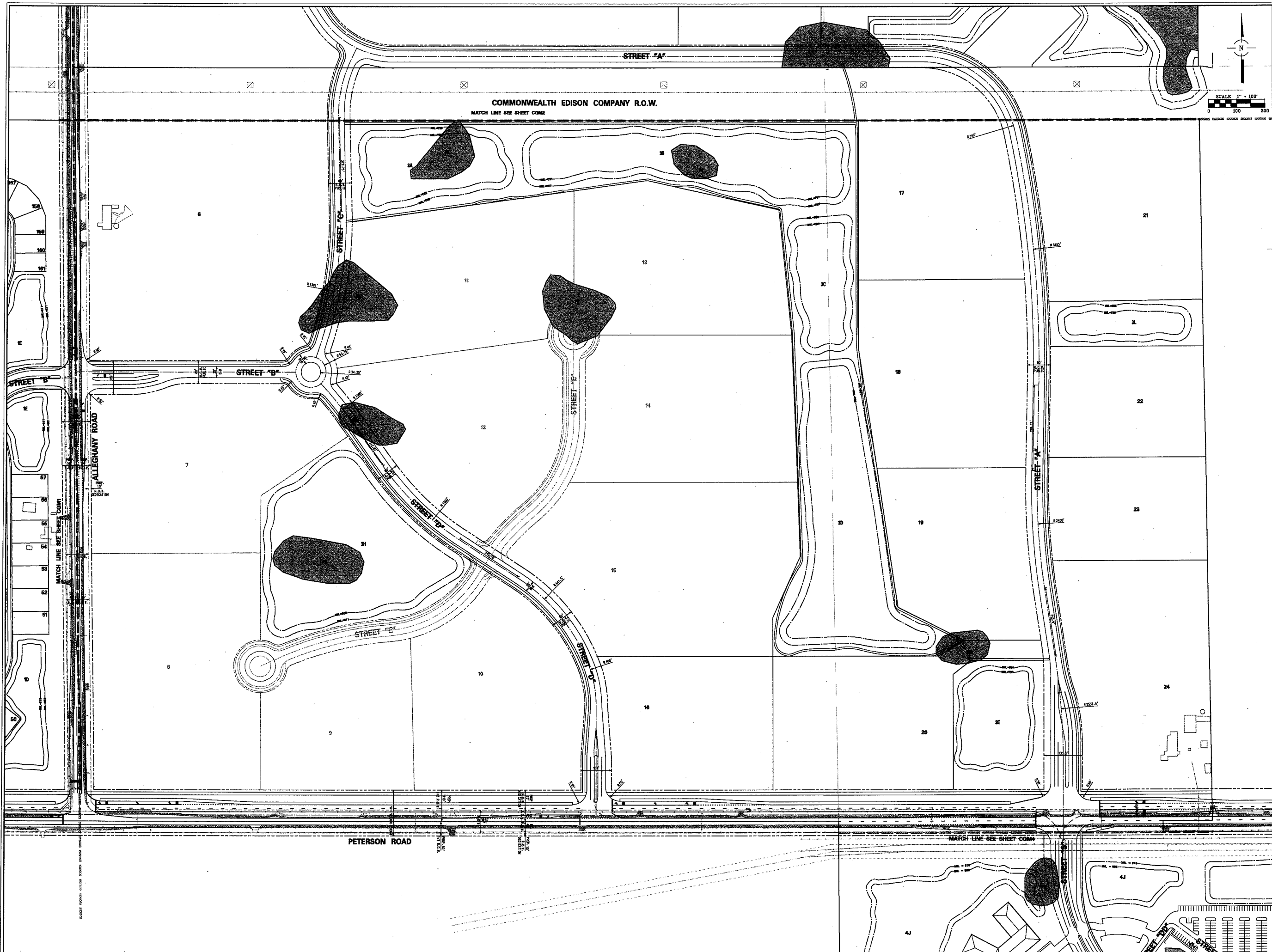
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1	02/16/09	PER CLIENT

GEOMETRIC PLAN - 2  
 CORNERSTONE  
 VILLAGE OF GRAYSLAKE  
 LAKE COUNTY, ILLINOIS

CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS  
 9275 W. Higgins Road, Suite 200  
 Rosemont, IL 60018  
 Phone: (847) 694-4200 Fax: (847) 694-4205

**SPARCO INC.**  
 FILENAME: SBT7CGM2.DGN  
 DATE:  





THE ALTEGROUP

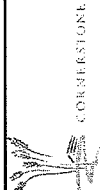
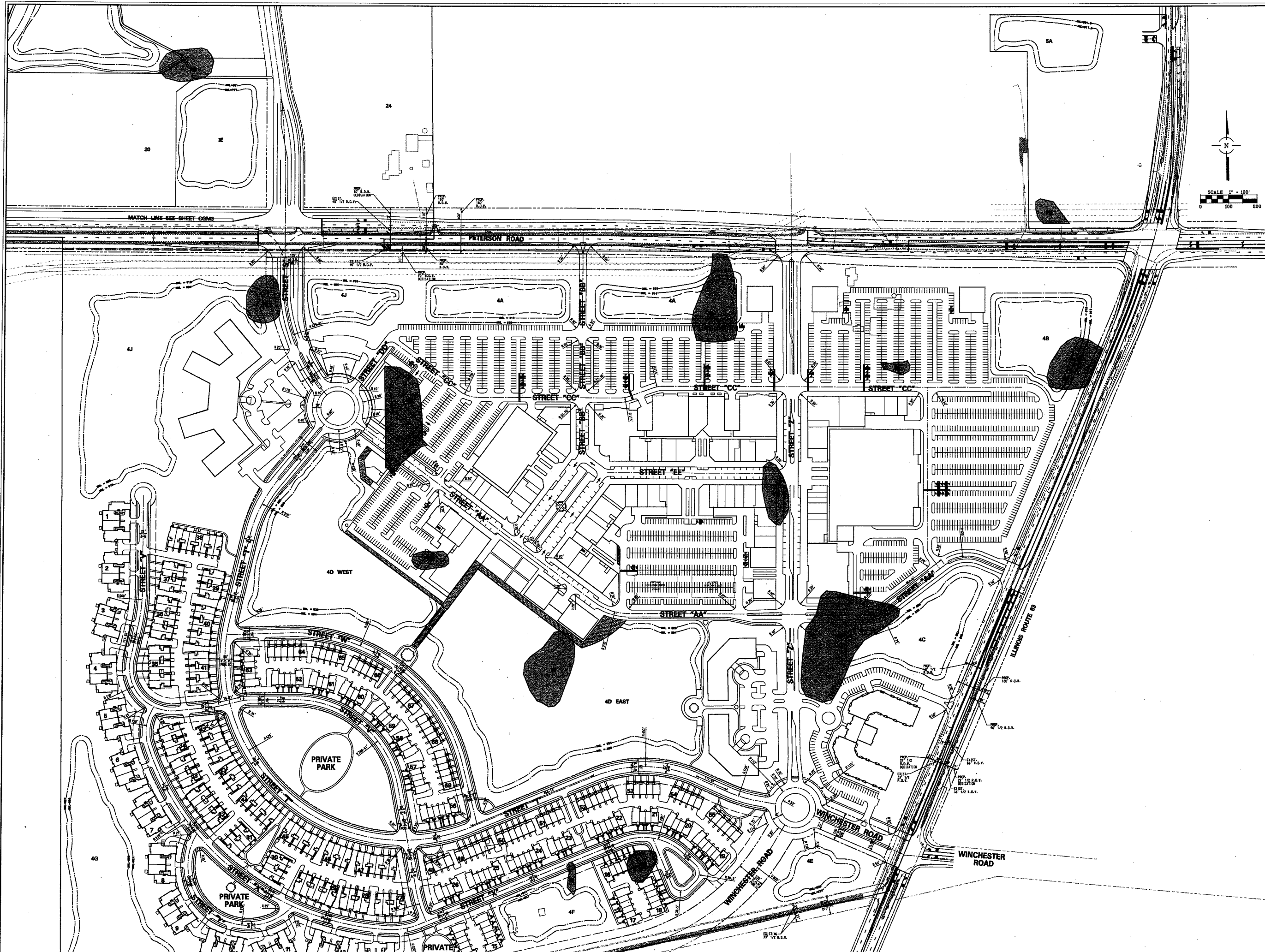
NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	02/16/09	PET. CLIENT

GEOMETRIC PLAN - 3  
 CORNERSTONE  
 VILLAGE OF GRAYSLAKE  
 LAKE COUNTY, ILLINOIS

CONSULTING ENGINEERS  
 LAND SURVEYORS  
 9325 W. Higgins Road, Suite 200A  
 Rosemont, IL 60018  
 Phone: (847) 694-4000 Fax: (847) 694-4205

SPADECO INC.  
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THEALTERGROUP

NO.	DATE	REMARKS

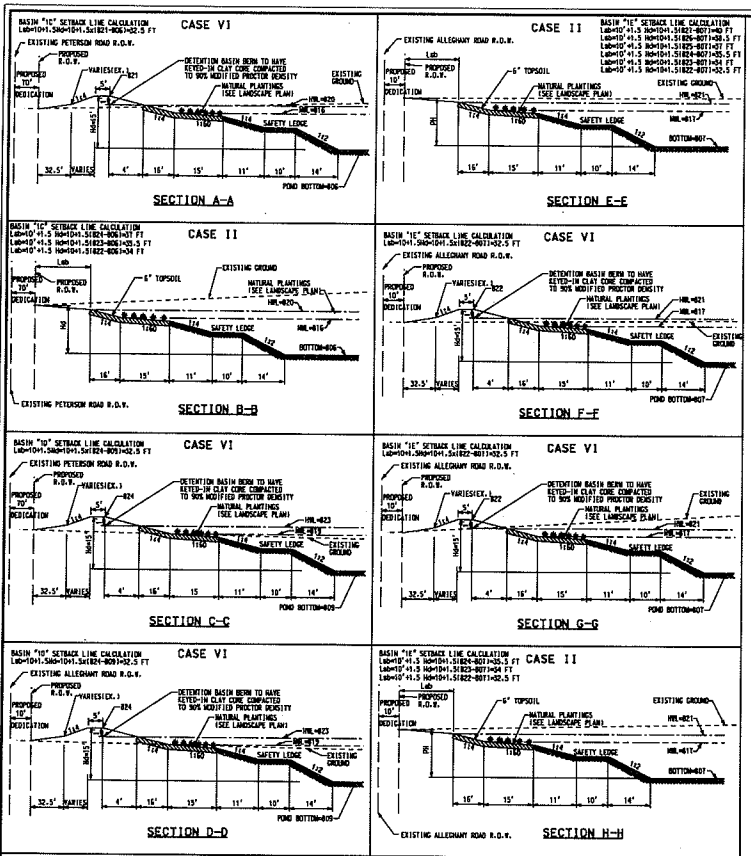
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GEOMETRIC PLAN - 4  
 CORNERSTONE  
 VILLAGE OF GRAYSLAKE  
 LAKE COUNTY, ILLINOIS

CONSULTING ENGINEER  
 SITE DESIGN ENGINEER  
 LAND SURVEYOR  
 9325 W. Higgins Road, Suite 700,  
 Rosemead, IL 60018  
 Phone: (630) 980-4400 Fax: (630) 980-4405

SPAGECO INC.  
 FILENAME:  
 587CGM4.DGN  
 DATE:





- LEGEND**
- EXISTING MAJOR WATERSHED DIVIDE
  - - - EXISTING WATERSHED DIVIDE
  - PROPOSED DETENTION BASIN TRIBUTARY AREA DIVIDE
  - EXISTING WETLAND BOUNDARY
  - ██ VEGETATIVE WETLANDS
  - ██ FARMED WETLANDS
  - EXISTING FLOODPLAIN
  - ⊙ EXISTING FLOODPLAIN CROSS SECTION LOCATION AND ELEVATION
  - LOW POINT
  - ⊙ HIGH POINT
  - LOCAL DRAINAGE
  - 100 YR OVERFLOW ROUTE

BASIN ID	1F
WATERSHED	MILL CREEK
TRIBUTARY AREA	28.62 AC.
NWL	811.0
HWL	815.0
SA (# HWL)	3.06 AC.
DEPRESSIONAL VOL. REQ.	8.72 AC-FT.
DEPRESSONAL VOL. REQ.	1.89 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE	N/A
TOTAL VOL. REQ.	10.61 AC-FT.
TOTAL VOL. PROV.	10.65 AC-FT.

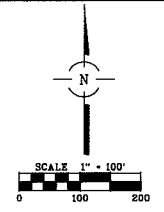
BASIN ID	1B
WATERSHED	SQUAW CREEK
TRIBUTARY AREA	14.13 AC.
NWL	826.0
HWL	830.0
SA (# HWL)	2.09 AC.
DEPRESSIONAL VOL. REQ.	5.08 AC-FT.
DEPRESSIONAL VOL. REQ.	2.05 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE	N/A
TOTAL VOL. REQ.	7.13 AC-FT.
TOTAL VOL. PROV.	7.17 AC-FT.

BASIN ID	1E
WATERSHED	MILL CREEK
TRIBUTARY AREA	12.77 AC.
NWL	811.0
HWL	821.0
SA (# HWL)	2.11 AC.
DEPRESSIONAL VOL. REQ.	3.99 AC-FT.
DEPRESSIONAL VOL. REQ.	2.85 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE	N/A
TOTAL VOL. REQ.	6.75 AC-FT.
TOTAL VOL. PROV.	7.17 AC-FT.

BASIN ID	1A
WATERSHED	SQUAW CREEK
TRIBUTARY AREA	23.25 AC.
NWL	815.0
HWL	820.0
SA (# HWL)	2.09 AC.
DEPRESSIONAL VOL. REQ.	8.34 AC-FT.
DEPRESSIONAL VOL. REQ.	0.00 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE	N/A
TOTAL VOL. REQ.	8.34 AC-FT.
TOTAL VOL. PROV.	9.06 AC-FT.

BASIN ID	1C
WATERSHED	MILL CREEK
TRIBUTARY AREA	24.61 AC.
NWL	816.0
HWL	820.0
SA (# HWL)	2.42 AC.
DEPRESSIONAL VOL. REQ.	7.52 AC-FT.
DEPRESSIONAL VOL. REQ.	0.60 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE	N/A

BASIN ID	1D
WATERSHED	MILL CREEK
TRIBUTARY AREA	12.65 AC.
NWL	819.0
HWL	823.0
SA (# HWL)	1.34 AC.
DEPRESSIONAL VOL. REQ.	3.86 AC-FT.
DEPRESSIONAL VOL. REQ.	0.08 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE	N/A



THEATERGROUP

NO.	DATE	REMARKS

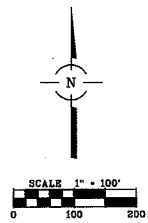
GRADING AND STORM SEWER PLAN - 1  
 CORNERSTONE  
 VILLAGE OF GRAYSLAKE  
 LAKE COUNTY, ILLINOIS

CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS  
 9233 W. Higgins Road, Suite 700  
 Rosemont, Illinois 60018  
 Phone: (847) 694-4400 Fax: (847) 694-4405



FILENAME: 5617251  
 DATE:

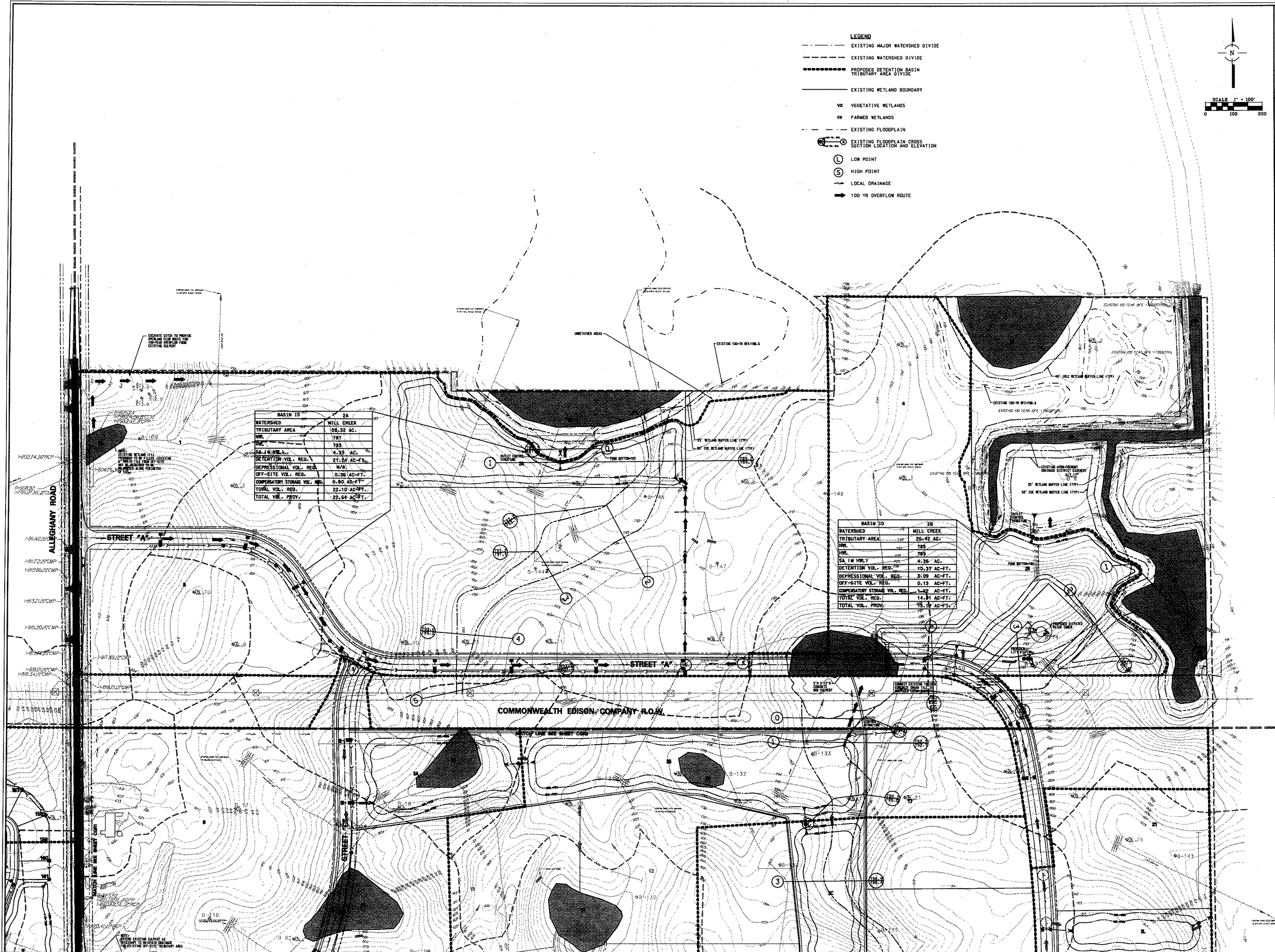




- LEGEND**
- EXISTING MAJOR WATERSHED DIVIDE
  - - - EXISTING WATERSHED DIVIDE
  - PROPOSED DETENTION BASIN TRIBUTARY AREA DIVIDE
  - EXISTING WETLAND BOUNDARY
  - VX VEGETATIVE WETLANDS
  - FK FARMED WETLANDS
  - - - EXISTING FLOODPLAIN
  - ⊙ EXISTING FLOODPLAIN CROSS SECTION LOCATION AND ELEVATION
  - Ⓛ LOW POINT
  - Ⓢ HIGH POINT
  - LOCAL DRAINAGE
  - 100 YR OVERFLOW ROUTE

BASIN ID 2A	
WATERSHED	MILL CREEK
TRIBUTARY AREA	106.32 AC.
MFL	787
MFL	793
SA (6 HWL)	4.33 AC.
DEPRESSION VOL. REQ.	21.24 AC-FT.
DEPRESSONAL VOL. REQ.	N/A
OFF-SITE VOL. REQ.	0.06 AC-FT.
COMPENSATORY STORAGE VOL. REQ.	0.80 AC-FT.
TOTAL VOL. REQ.	22.10 AC-FT.
TOTAL VOL. PROV.	22.64 AC-FT.

BASIN ID 2B	
WATERSHED	MILL CREEK
TRIBUTARY AREA	26.42 AC.
MFL	783
MFL	789
SA (6 HWL)	4.36 AC.
DEPRESSION VOL. REQ.	10.37 AC-FT.
DEPRESSONAL VOL. REQ.	3.09 AC-FT.
OFF-SITE VOL. REQ.	0.13 AC-FT.
COMPENSATORY STORAGE VOL. REQ.	1.22 AC-FT.
TOTAL VOL. REQ.	14.81 AC-FT.
TOTAL VOL. PROV.	15.18 AC-FT.



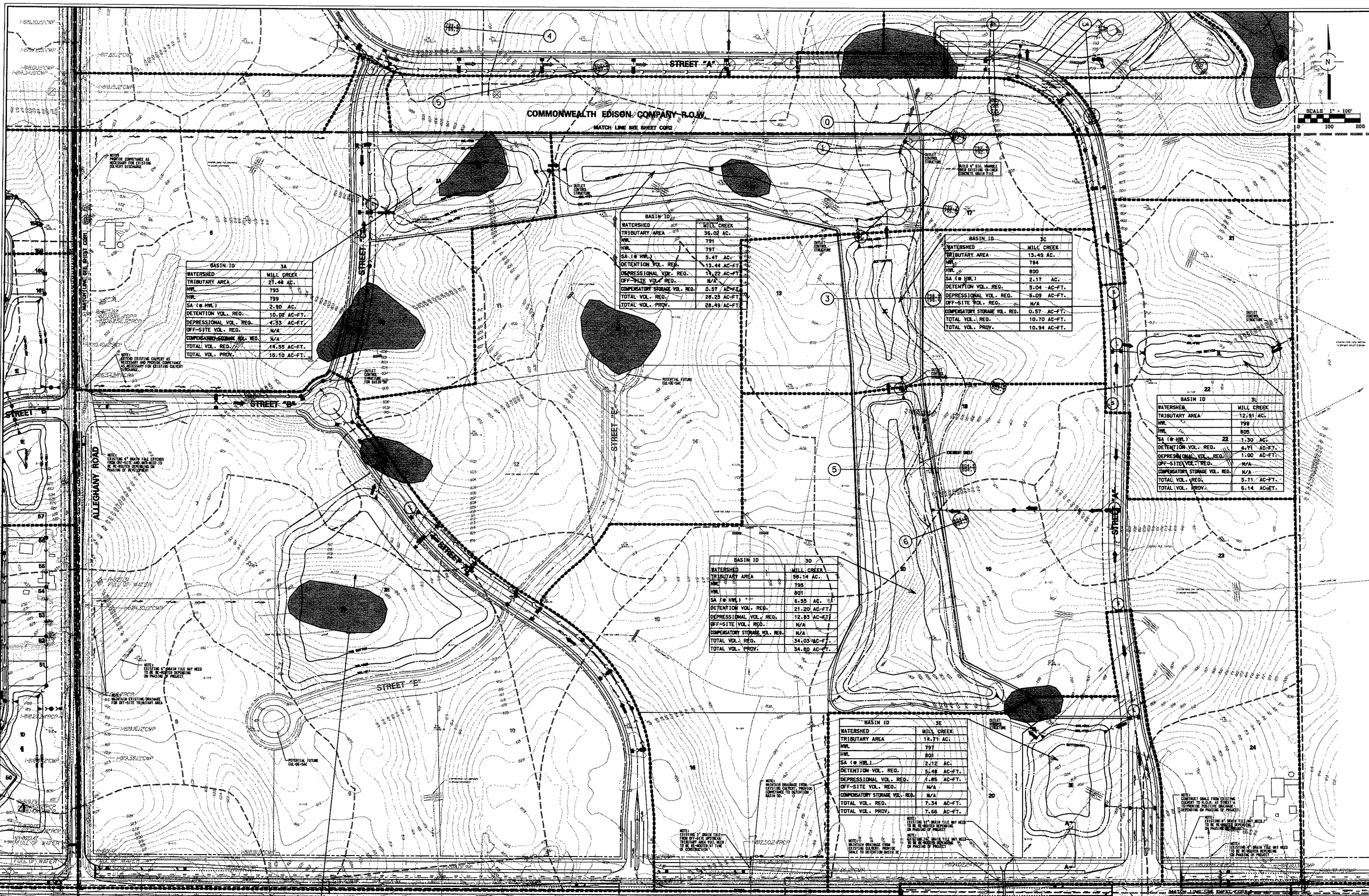
NO.	DATE	REMARKS

NO.	DATE	REMARKS

GRADING AND STORM SEWER PLAN - 2  
**CORNERSTONE**  
**VILLAGE OF GRAYSLAKE**  
 LAKE COUNTY, ILLINOIS

CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS  
 6521 W. Highway 140, Suite 200  
 Rosemont, IL 60018  
 Phone: (847) 694-4000 Fax: (847) 694-4001

**SPARCO INC.**  
 FRENARS  
 8/17/2023.DGN  
 DATE:



BASIN ID	3A
WATERSHED	MILL CREEK
TRIBUTARY AREA	21.48 AC.
NWL	793
HWL	799
SA (# NWL)	2.80 AC.
DETENTION VOL. REQ.	10.02 AC-FT.
DEPRESSIONAL VOL. REQ.	4.53 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE VOL. REQ.	N/A
TOTAL VOL. REQ.	14.55 AC-FT.
TOTAL VOL. PROV.	16.10 AC-FT.

BASIN ID	3B
WATERSHED	MILL CREEK
TRIBUTARY AREA	36.02 AC.
NWL	791
HWL	797
SA (# NWL)	5.47 AC.
DETENTION VOL. REQ.	13.44 AC-FT.
DEPRESSIONAL VOL. REQ.	7.22 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE VOL. REQ.	0.57 AC-FT.
TOTAL VOL. REQ.	21.23 AC-FT.
TOTAL VOL. PROV.	28.49 AC-FT.

BASIN ID	3C
WATERSHED	MILL CREEK
TRIBUTARY AREA	13.48 AC.
NWL	794
HWL	800
SA (# NWL)	2.17 AC.
DETENTION VOL. REQ.	5.04 AC-FT.
DEPRESSIONAL VOL. REQ.	6.09 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE VOL. REQ.	0.57 AC-FT.
TOTAL VOL. REQ.	11.70 AC-FT.
TOTAL VOL. PROV.	10.94 AC-FT.

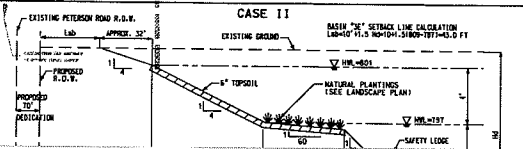
BASIN ID	3L
WATERSHED	MILL CREEK
TRIBUTARY AREA	12.91 AC.
NWL	799
HWL	805
SA (# NWL)	1.30 AC.
DETENTION VOL. REQ.	4.71 AC-FT.
DEPRESSIONAL VOL. REQ.	1.00 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE VOL. REQ.	N/A
TOTAL VOL. REQ.	5.71 AC-FT.
TOTAL VOL. PROV.	6.14 AC-FT.

BASIN ID	3O
WATERSHED	MILL CREEK
TRIBUTARY AREA	59.14 AC.
NWL	795
HWL	801
SA (# NWL)	6.55 AC.
DETENTION VOL. REQ.	21.20 AC-FT.
DEPRESSIONAL VOL. REQ.	12.83 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE VOL. REQ.	N/A
TOTAL VOL. REQ.	34.03 AC-FT.
TOTAL VOL. PROV.	34.80 AC-FT.

BASIN ID	3E
WATERSHED	MILL CREEK
TRIBUTARY AREA	14.71 AC.
NWL	797
HWL	801
SA (# NWL)	2.12 AC.
DETENTION VOL. REQ.	5.48 AC-FT.
DEPRESSIONAL VOL. REQ.	4.85 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE VOL. REQ.	N/A
TOTAL VOL. REQ.	7.34 AC-FT.
TOTAL VOL. PROV.	7.66 AC-FT.

BASIN ID	3H
WATERSHED	MILL CREEK
TRIBUTARY AREA	56.19 AC.
NWL	805
HWL	811
SA (# NWL)	6.75 AC.
DETENTION VOL. REQ.	20.50 AC-FT.
DEPRESSIONAL VOL. REQ.	15.56 AC-FT.
OFF-SITE VOL. REQ.	N/A
COMPENSATORY STORAGE VOL. REQ.	N/A
TOTAL VOL. REQ.	36.06 AC-FT.
TOTAL VOL. PROV.	37.09 AC-FT.

- LEGEND**
- EXISTING MAJOR WATERSHED DIVIDE
  - EXISTING WATERSHED DIVIDE
  - PROPOSED DETENTION BASIN TRIBUTARY AREA DIVIDE
  - EXISTING WETLAND BOUNDARY
  - vx VEGETATIVE WETLANDS
  - pk FARMED WETLANDS
  - EXISTING FLOODPLAIN
  - ⊙ EXISTING FLOODPLAIN CROSS SECTION LOCATION AND ELEVATION



CONVENTIONAL

**THEALTERGROUP**

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GRADING AND STORM SEWER PLAN - 3  
CORNERSTONE  
VILLAGE OF GRAYSLAKE  
LAKE COUNTY, ILLINOIS

---

CONSULTING ENGINEER  
STEVEN W. ALBERTSON  
LAND SURVEYOR

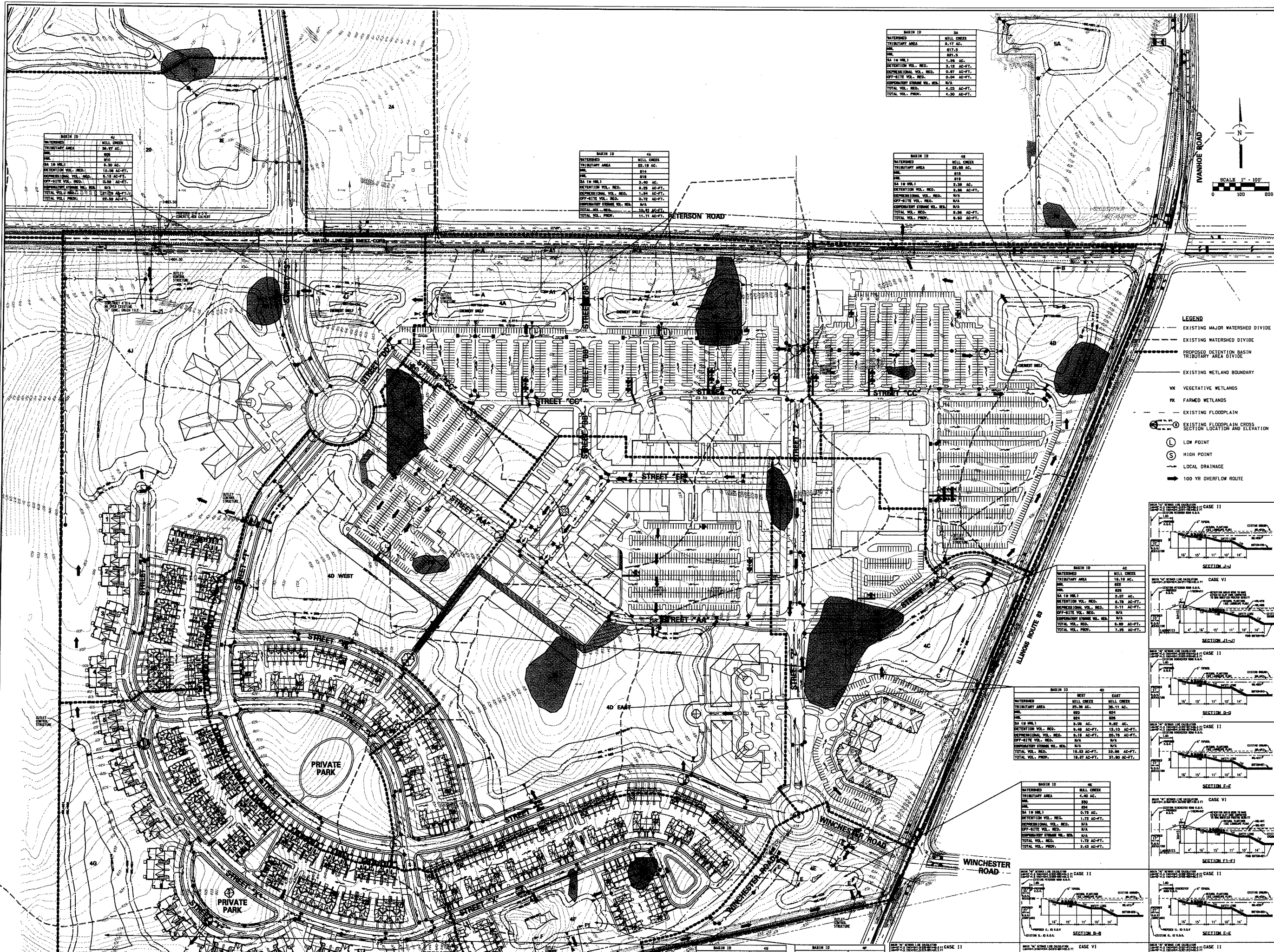
1. 07/16/09 PER CLIENT  
VOL. DATE REMARKS

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925 W. 156th Street, Suite 202  
Bloomington, Illinois 61701  
Phone: (815) 694-4000 Fax: (815) 694-4005

**SPRAGUE INC.**

FILENAME: 08170003.DGN  
DATE:



BASIN ID 40	
WATERSHED	MILL CREEK
TRIBUTARY AREA	24.14 AC.
RA	810
SA (10 HRL)	8.26 AC.
DEPRESSION VOL. REQ.	12.08 AC-FT.
OFF-SITE VOL. REQ.	0.18 AC-FT.
OPERATIONAL STORAGE VOL. REQ.	0.58 AC-FT.
TOTAL VOL. REQ.	12.84 AC-FT.
TOTAL VOL. PROV.	22.88 AC-FT.

BASIN ID 4A	
WATERSHED	MILL CREEK
TRIBUTARY AREA	22.18 AC.
RA	814
SA (10 HRL)	3.40 AC.
DEPRESSION VOL. REQ.	8.29 AC-FT.
OFF-SITE VOL. REQ.	1.44 AC-FT.
OPERATIONAL STORAGE VOL. REQ.	0.78 AC-FT.
TOTAL VOL. REQ.	10.51 AC-FT.
TOTAL VOL. PROV.	11.71 AC-FT.

BASIN ID 3A	
WATERSHED	MILL CREEK
TRIBUTARY AREA	8.17 AC.
RA	817.5
SA (10 HRL)	1.28 AC.
DEPRESSION VOL. REQ.	3.18 AC-FT.
OFF-SITE VOL. REQ.	0.47 AC-FT.
OPERATIONAL STORAGE VOL. REQ.	0.04 AC-FT.
TOTAL VOL. REQ.	4.03 AC-FT.
TOTAL VOL. PROV.	4.30 AC-FT.

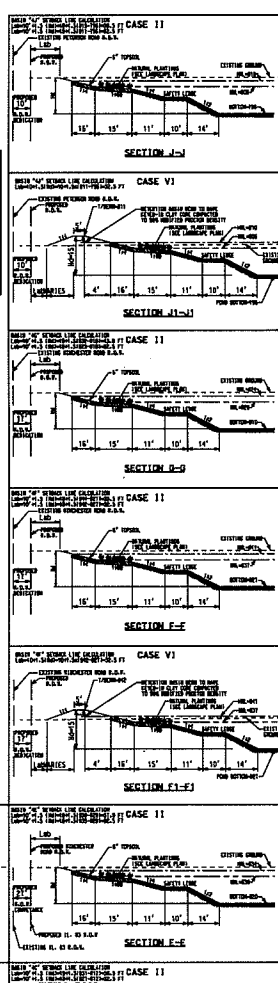
BASIN ID 4B	
WATERSHED	MILL CREEK
TRIBUTARY AREA	22.98 AC.
RA	819
SA (10 HRL)	2.38 AC.
DEPRESSION VOL. REQ.	2.98 AC-FT.
OFF-SITE VOL. REQ.	N/A
OPERATIONAL STORAGE VOL. REQ.	N/A
TOTAL VOL. REQ.	2.98 AC-FT.
TOTAL VOL. PROV.	8.60 AC-FT.

BASIN ID 4C	
WATERSHED	MILL CREEK
TRIBUTARY AREA	19.19 AC.
RA	825
SA (10 HRL)	2.07 AC.
DEPRESSION VOL. REQ.	6.78 AC-FT.
OFF-SITE VOL. REQ.	0.71 AC-FT.
OPERATIONAL STORAGE VOL. REQ.	N/A
TOTAL VOL. REQ.	8.09 AC-FT.
TOTAL VOL. PROV.	1.28 AC-FT.

BASIN ID 4D	
WATERSHED	MILL CREEK
TRIBUTARY AREA	23.36 AC.
RA	824
SA (10 HRL)	8.09 AC.
DEPRESSION VOL. REQ.	6.48 AC-FT.
OFF-SITE VOL. REQ.	15.10 AC-FT.
OPERATIONAL STORAGE VOL. REQ.	20.78 AC-FT.
TOTAL VOL. REQ.	18.83 AC-FT.
TOTAL VOL. PROV.	33.96 AC-FT.

BASIN ID 4E	
WATERSHED	MILL CREEK
TRIBUTARY AREA	4.40 AC.
RA	824
SA (10 HRL)	0.78 AC.
DEPRESSION VOL. REQ.	1.72 AC-FT.
OFF-SITE VOL. REQ.	N/A
OPERATIONAL STORAGE VOL. REQ.	N/A
TOTAL VOL. REQ.	1.72 AC-FT.
TOTAL VOL. PROV.	2.43 AC-FT.

- LEGEND**
- EXISTING MAJOR WATERSHED DIVIDE
  - EXISTING WATERSHED DIVIDE
  - - - - PROPOSED DETENTION BASIN TRIBUTARY AREA DIVIDE
  - EXISTING WETLAND BOUNDARY
  - VX VEGETATIVE WETLANDS
  - FX FARMED WETLANDS
  - EXISTING FLOODPLAIN
  - EXISTING FLOODPLAIN CROSS SECTION LOCATION AND ELEVATION
  - (L) LOW POINT
  - (S) HIGH POINT
  - LOCAL DRAINAGE
  - 100 YR OVERFLOW ROUTE



CORNERSTONE

**THEALTERGROUP**

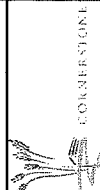
GRADING AND STORM SEWER PLAN - 4

**CORNERSTONE VILLAGE OF GRAYSLAKE**  
LAKE COUNTY, ILLINOIS

CONSULTING ENGINEERS  
LAND SURVEYORS

6525 W. 156th Street, Suite 200  
Orland Park, Illinois 60451  
Phone: (815) 694-4300 Fax: (815) 694-4305

FILENAME: 25072004.DGN  
DATE:



THE HEALING GROUP  
CORNERSTONE

- LEGEND**
- ▼ FIRE HYDRANT
  - WATERMAIN PIPE
  - VALVE IN VAULT
  - SANITARY MANHOLE
  - SANITARY SEWER PIPE

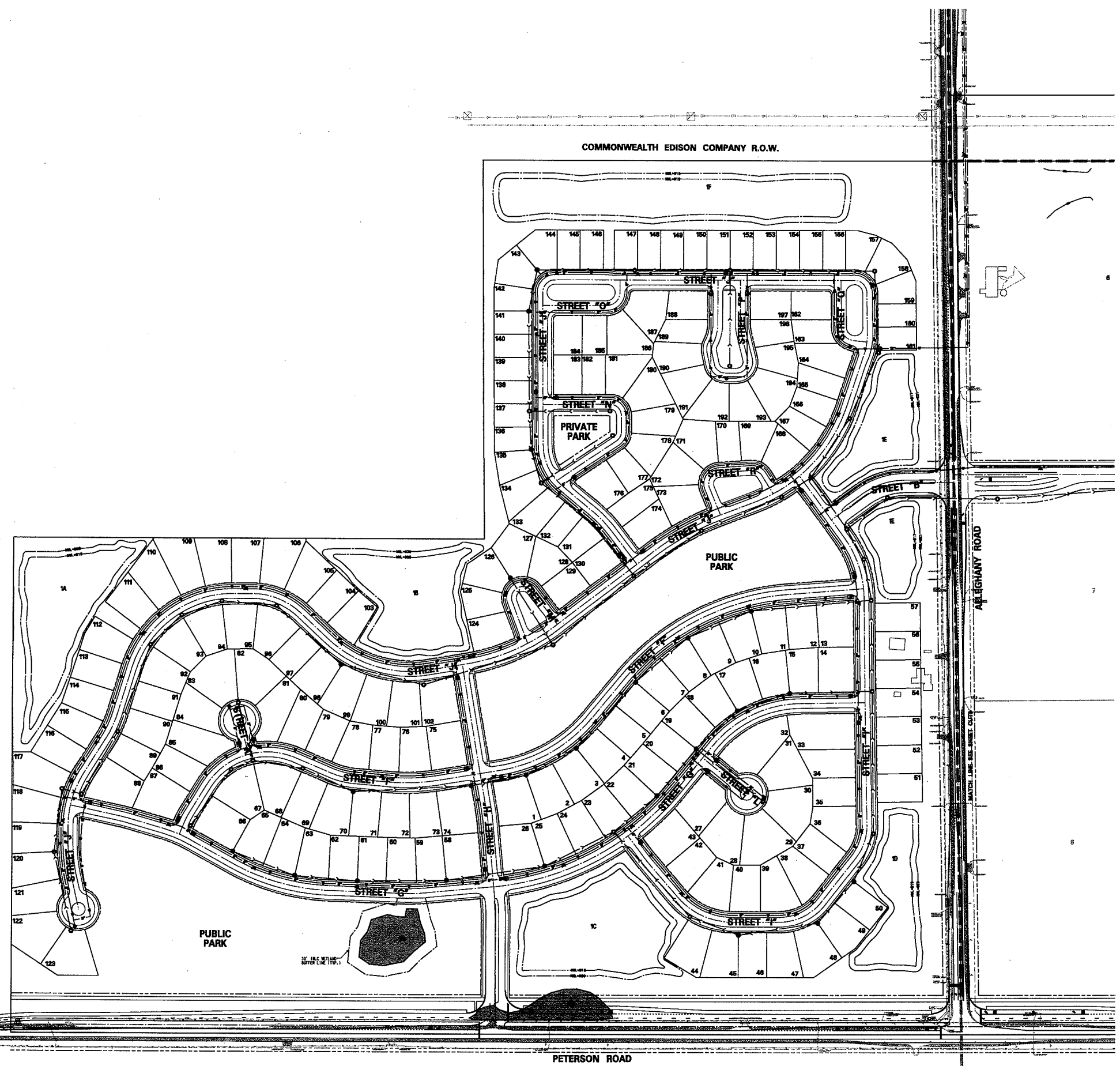
- NOTES:**
1. WATERMAIN AND SANITARY SEWER SIZES ARE AS SHOWN.
  2. SANITARY SEWER SHALL BE PVC, SDR 26 PER ASTM D-3034 WITH PUSH-ON JOINTS (ASTM D-3212).
  3. WATERMAIN SHALL BE DUCTILE IRON PIPE, CLASS 52 PER ANSI A-21.51 WITH D-RING JOINTS (ANSI 21.11).

NO.	DATE	REMARKS
1	02/16/05	PER CLIENT

SANITARY SEWER AND WATERMAIN PLAN - 1  
 CORNERSTONE  
 VILLAGE OF GRAYSLAKE  
 LAKE COUNTY, ILLINOIS

CONSULTING ENGINEERS  
 STATE LICENSE NO. 0012000000  
 5225 W. Higgins Road, Suite 200,  
 Skokie, IL 60077  
 Phone: (847) 694-4000 Fax: (847) 694-4015

**IMPAGROO INC.**  
 FILENAME: 587CUT1  
 DATE:



COMMONWEALTH EDISON COMPANY R.O.W.

PETERSON ROAD

ALLEGHANY ROAD

PUBLIC PARK

PUBLIC PARK

PRIVATE PARK

STREET A

STREET B

STREET C

STREET D

STREET E

STREET F

STREET G

STREET H

STREET I

STREET J

STREET K

STREET L

STREET M

STREET N

STREET O

STREET P

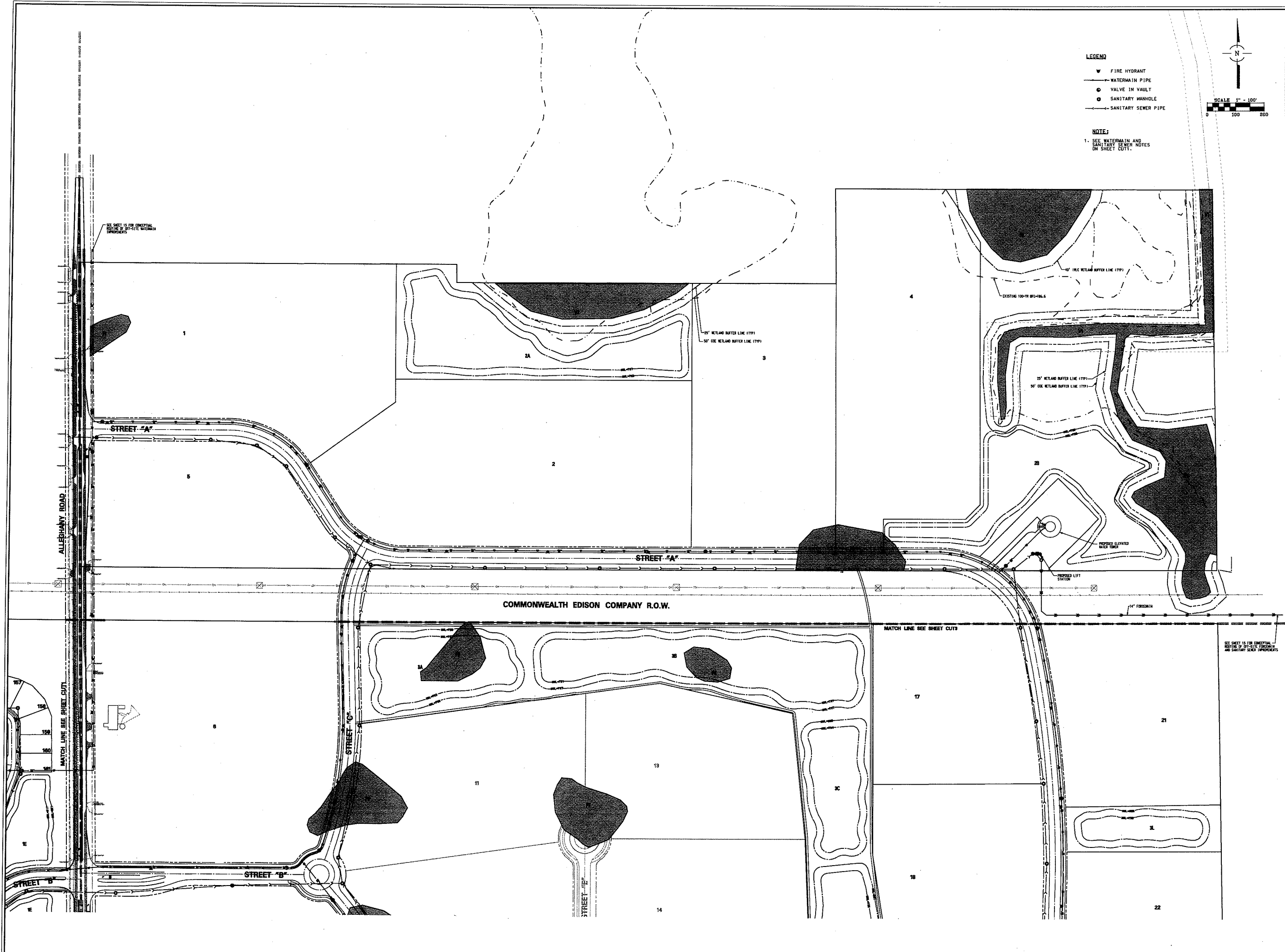
STREET Q

STREET R

STREET S

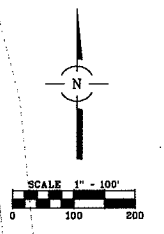
PUBLIC PARK

10' CONC. BUFFER ZONE



- LEGEND**
- ▼ FIRE HYDRANT
  - WATERMAIN PIPE
  - VALVE IN VAULT
  - SANITARY MANHOLE
  - SANITARY SEWER PIPE

**NOTE:**  
 1. SEE WATERMAIN AND SANITARY SEWER NOTES ON SHEET CUTS.



SEE SHEET 15 FOR CONCEPTUAL ROUTING OF OFF-SITE WATERMAIN IMPROVEMENTS.

SEE SHEET 15 FOR CONCEPTUAL ROUTING OF OFF-SITE FIREWATER AND SANITARY SEWER IMPROVEMENTS.

THEALTERGROUP  
 CORNERSTONE

NO.	DATE	REMARKS

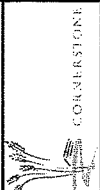
NO.	DATE	REMARKS

SANITARY SEWER AND WATERMAIN PLAN - 2  
 CORNERSTONE  
 VILLAGE OF GRAYSLAKE  
 LAKE COUNTY, ILLINOIS

CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS  
 6225 W. Higgins Road, Suite 202  
 Rosemont, IL 60018  
 Phone: (847) 894-4300 Fax: (847) 894-4305



FILENAME: 5817CUT2.DGN  
 DATE:



THEALTERGROUP  
CORNERSTONE

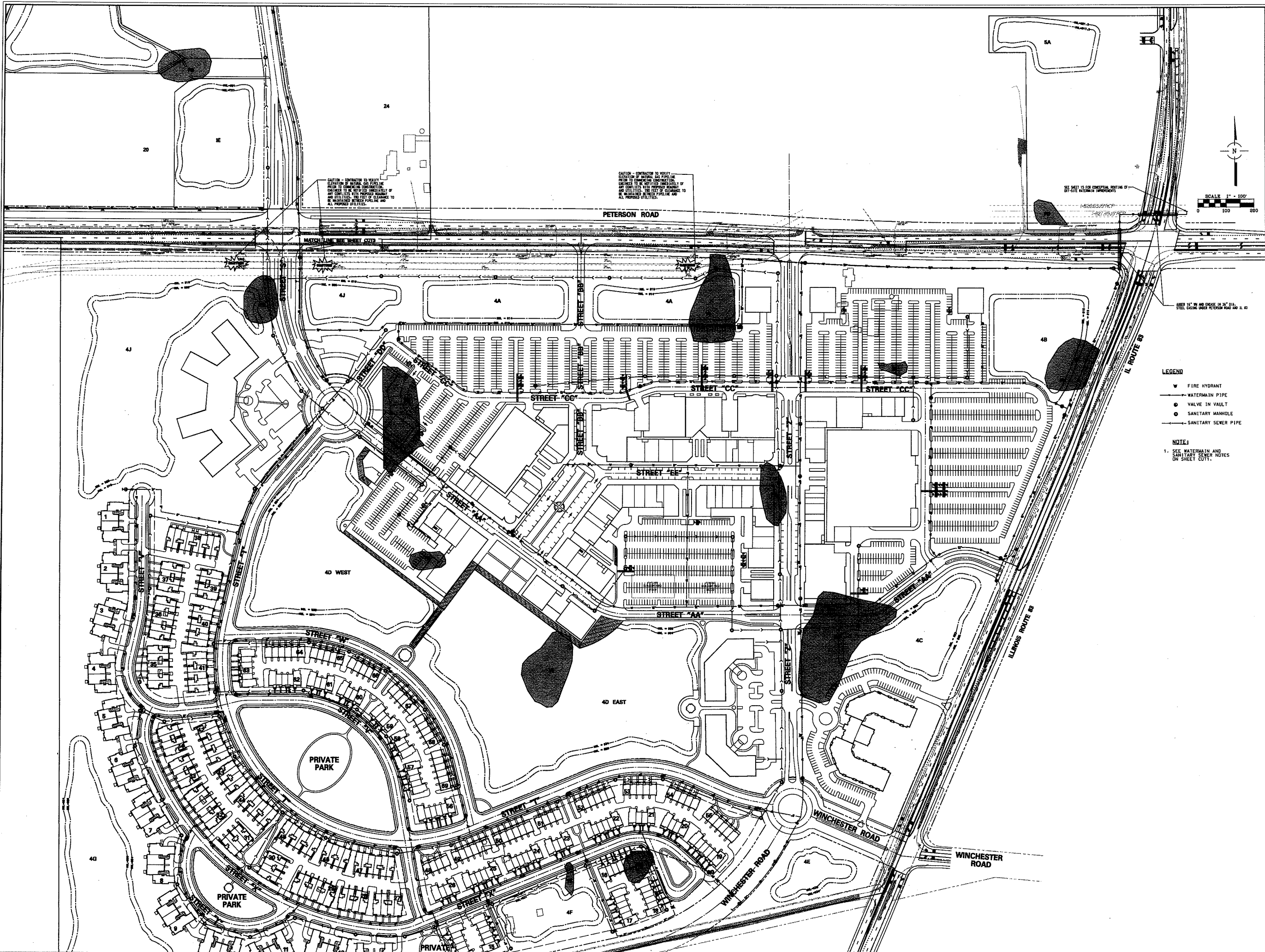
NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	02/16/09	PER CLIENT

SANITARY SEWER AND WATERMAIN PLAN - 3  
CORNERSTONE  
VILLAGE OF GRAYSLAKE  
LAKE COUNTY, ILLINOIS

CONSULTING ENGINEERS  
LAND SURVEYORS  
ENGINEERS  
1925 W. 156th Street, Suite 200  
Normal, IL 61764-3018  
Phone: (815) 694-4200 Fax: (815) 694-4205

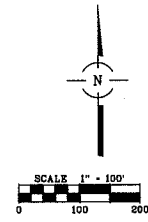
SPACED INC.  
FILENAME: SW7/CUT3.DGN  
DATE:



CAUTION - CONTRACTOR TO VERIFY ELEVATION OF EXISTING GAS PIPELINE PRIOR TO COMMENCING CONSTRUCTION. WORKERS TO BE NOTIFIED IMMEDIATELY IF ANY COLLISION WITH PROPOSED WATERMAIN AND UTILITIES. VERIFY DEPTH OF CLEARANCE TO ALL EXISTING UTILITIES AND ALL PROPOSED UTILITIES.

CAUTION - CONTRACTOR TO VERIFY ELEVATION OF EXISTING GAS PIPELINE PRIOR TO COMMENCING CONSTRUCTION. WORKERS TO BE NOTIFIED IMMEDIATELY IF ANY COLLISION WITH PROPOSED WATERMAIN AND UTILITIES. VERIFY DEPTH OF CLEARANCE TO ALL EXISTING UTILITIES AND ALL PROPOSED UTILITIES.

SEE SHEET 15 FOR CONCEPTUAL ROUTING OF OFF-SITE WATERMAIN IMPROVEMENTS.



- LEGEND**
- ⊕ FIRE HYDRANT
  - WATERMAIN PIPE
  - VALVE IN VAULT
  - SANITARY MANHOLE
  - SANITARY SEWER PIPE

**NOTE:**  
1. SEE WATERMAIN AND SANITARY SEWER NOTES ON SHEET CDD.

THEALTEGROUP

SANITARY SEWER AND WATERMAIN PLAN - 4  
CORNERSTONE  
VILLAGE OF GRAYSLAKE  
LAKE COUNTY, ILLINOIS

CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS  
6255 W. Higgins Road, Suite 200  
Rosemont, Illinois 60018  
Phone: (847) 694-4000 Fax: (847) 694-4005



FILENAME: 8810104.DGN  
DATE:

NO.	DATE	REMARKS

NO.	DATE	REVISIONS
1	10/27/2008	PER CLIENT

LEGAL DESCRIPTION:

PARCEL 12: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12.91 CHAINS WEST AND 11.50 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE WEST TO A POINT THAT IS 22.34 CHAINS WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE EAST TO A POINT DUE SOUTH OF THE POINT OF BEGINNING AND THENCE NORTH TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 13: THE WEST 660.0 FEET OF THE SOUTH 660.0 FEET OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 14: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF DEDICATED FOR HIGHWAY PURPOSES TO STATE OF ILLINOIS BY INSTRUMENT DATED APRIL 3, 1927 AND RECORDED AUGUST 15, 1928 AS DOCUMENT 303862 AND BY INSTRUMENT DATED AUGUST 20, 1952 AND RECORDED AUGUST 23, 1952 AS DOCUMENT 766951 AND BY INSTRUMENT DATED NOVEMBER 5, 1958 AND RECORDED JANUARY 9, 1959 AS DOCUMENT 1016914 AND EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND EXCEPT THE SOUTH 662 FEET OF THE WEST 130 FEET OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER SECTION), IN LAKE COUNTY, ILLINOIS.

PARCEL 15: THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12.91 CHAINS WEST AND 11.50 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 9.86 CHAINS; THENCE WEST 9.43 CHAINS; THENCE SOUTH TO THE POINT OF BEGINNING OF THE WEST LINE OF SAID QUARTER SECTION; THENCE EAST 27.84 CHAINS TO A POINT 363.0 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 1174 FEET MORE OR LESS TO THE NORTH LINE THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11; A DISTANCE OF 1837.44 FEET; THENCE SOUTH TO THE POINT OF BEGINNING (EXCEPT THE NORTH 40 FEET OF THE EAST 22.34 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 11, BOTH HERETOFORE DEDICATED FOR PUBLIC PURPOSES BY DOCUMENT 761182, RECORDED JUNE 23, 1952 AND ALSO EXCEPT THE NORTH 40 FEET OF THE WEST 363 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 11, HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES BY DOCUMENT 761163, RECORDED JUNE 23, 1952), IN LAKE COUNTY, ILLINOIS.

LEGAL DESCRIPTION:

PARCEL 1: THE WEST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 10 ACRES THEREOF) OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4: THE EAST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5A: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 66 FEET THEREOF) OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5B: THE WEST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 6: THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 185 FEET THEREOF) OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

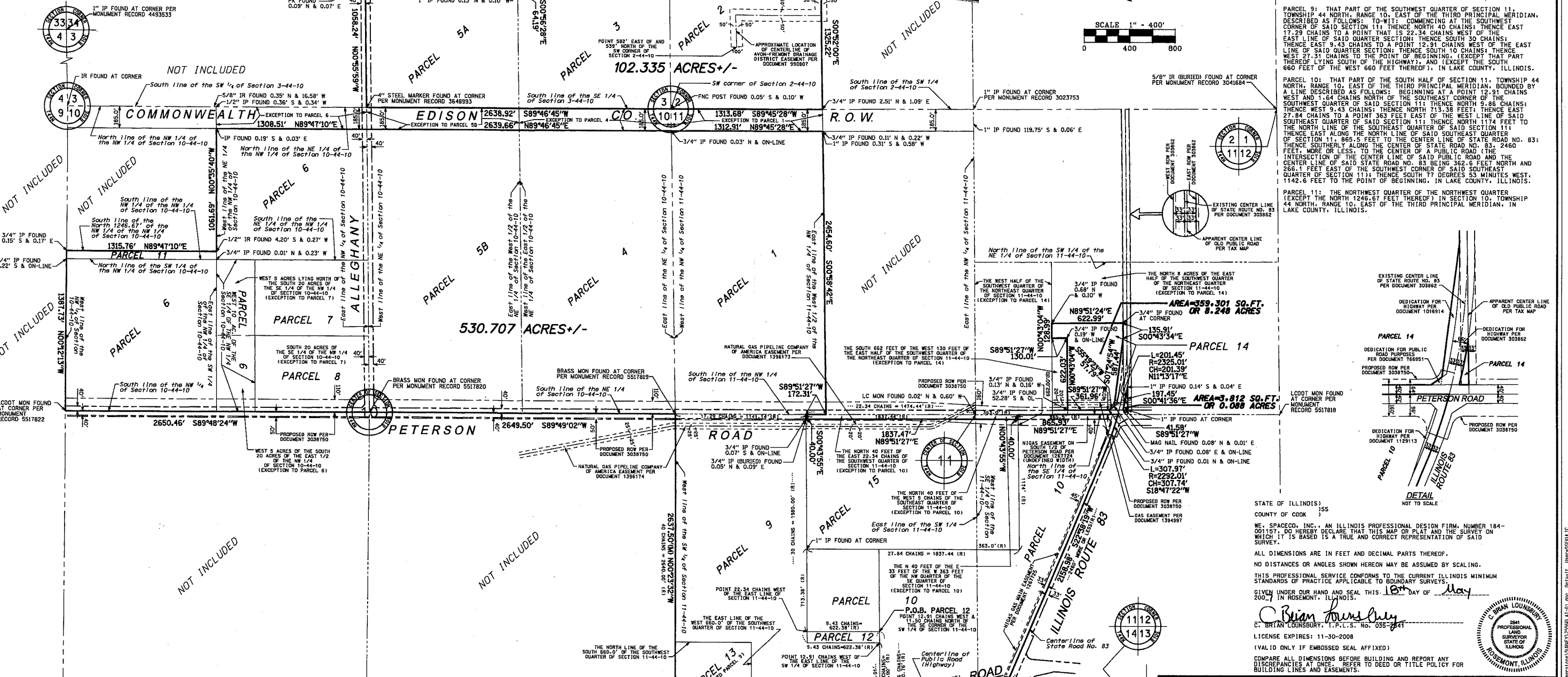
PARCEL 7: THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, (EXCEPT THE SOUTH 20 ACRES THEREOF AND EXCEPT THE WEST 5 ACRES OF THAT PART OF SAID QUARTER SECTION LYING NORTH OF THE SOUTH 20 ACRES THEREOF), IN TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 8: THE SOUTH 20 ACRES (EXCEPT THE WEST 5 ACRES THEREOF) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 9: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 40 CHAINS; THENCE EAST 17.29 CHAINS TO A POINT THAT IS 22.34 CHAINS WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 30 CHAINS; THENCE EAST 9.43 CHAINS TO A POINT 12.91 CHAINS WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 1174 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE INTERSECTION OF THE CENTER LINE OF SAID PUBLIC ROAD NO. 83; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID ROAD NO. 83, 246.0 FEET, MORE OR LESS, TO THE CENTER OF A PUBLIC ROAD (THE INTERSECTION OF THE CENTER LINE OF SAID PUBLIC ROAD AND THE CENTER LINE OF SAID STATE ROAD NO. 83 BEING 362.9 FEET NORTH AND 266.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 11); THENCE SOUTH 77 DEGREES 53 MINUTES WEST, 1142.6 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 10: THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 40 CHAINS; THENCE EAST 17.29 CHAINS TO A POINT THAT IS 22.34 CHAINS WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 30 CHAINS; THENCE EAST 9.43 CHAINS TO A POINT 12.91 CHAINS WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 1174 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE INTERSECTION OF THE CENTER LINE OF SAID PUBLIC ROAD NO. 83; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID ROAD NO. 83, 246.0 FEET, MORE OR LESS, TO THE CENTER OF A PUBLIC ROAD (THE INTERSECTION OF THE CENTER LINE OF SAID PUBLIC ROAD AND THE CENTER LINE OF SAID STATE ROAD NO. 83 BEING 362.9 FEET NORTH AND 266.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 11); THENCE SOUTH 77 DEGREES 53 MINUTES WEST, 1142.6 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 11: THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 1246.67 FEET THEREOF) IN SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.



STATE OF ILLINOIS  
COUNTY OF COOK }  
WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-00167, DO HEREBY DECLARE THAT THIS SURVEY OR PLAN AND THE SURVEY ON WHICH IT IS BASED IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.  
ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.  
NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.  
GIVEN UNDER OUR HAND AND SEAL THIS 18th DAY OF May  
IN ROSEMONT, ILLINOIS.  
C. BRIAN LOUNSBURY, I.P.L.S. No. 035-2841  
LICENSE EXPIRES: 11-30-2008  
(VALID ONLY IF EMBOSSED SEAL AFFIXED)  
COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS.

CONSULTING ENGINEERS  
DATE: 04/06/2007  
JOB NO: 2556  
FILENAME: 2556PLAT-01.DGN  
SHEET 1 OF 1  
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

REVISIONS:


5/18/07 LEGALS  
4/6/07 ADDL PLO LEGAL

SCALE 1" = 400'

ILLINOIS ROUTE 83  
CENTERLINE OF STATE ROAD NO. 83

AREA=359.301 SQ. FT. OR 8.248 ACRES  
AREA=3.812 SQ. FT. OR 0.088 ACRES

1112  
1413

1615

3435  
3536

3334  
43  
910



LEGAL DESCRIPTION:  
 PARCEL 12: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12.91 CHAINS WEST AND 11.50 CHAINS NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE WEST TO A POINT THAT IS 22.34 CHAINS WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTH TO A POINT THAT IS 30 CHAINS SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST TO A POINT DUE SOUTH OF THE POINT OF BEGINNING AND THENCE NORTH TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 13: THE WEST 660.0 FEET OF THE SOUTH 660.0 FEET OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 14: THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF DEDICATED FOR HIGHWAY PURPOSES TO STATE OF ILLINOIS BY INSTRUMENT DATED APRIL 3, 1927 AND RECORDED AUGUST 15, 1928 AS DOCUMENT 303862 AND BY INSTRUMENT DATED AUGUST 20, 1952 AND RECORDED AUGUST 23, 1952 AS DOCUMENT 766951 AND BY INSTRUMENT DATED NOVEMBER 5, 1958 AND RECORDED JANUARY 9, 1959 AS DOCUMENT 1016914 AND EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND EXCEPT THE SOUTH 662 FEET OF THE WEST 130 FEET OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SAID NORTHEAST SECTION OF SECTION 11 AND EXCEPT THE NORTH 8 ACRES OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER SECTION), IN LAKE COUNTY, ILLINOIS.

LEGAL DESCRIPTION:  
 PARCEL 1: THE WEST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 10 ACRES THEREOF) OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4: THE EAST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5A: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 66 FEET THEREOF) OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5B: THE WEST HALF (EXCEPT THE NORTH 185 FEET THEREOF, MEASURED PERPENDICULARLY) OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 6: THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 185 FEET THEREOF) OF SECTION 10, THE WEST 10 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

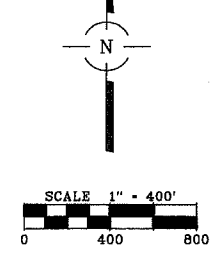
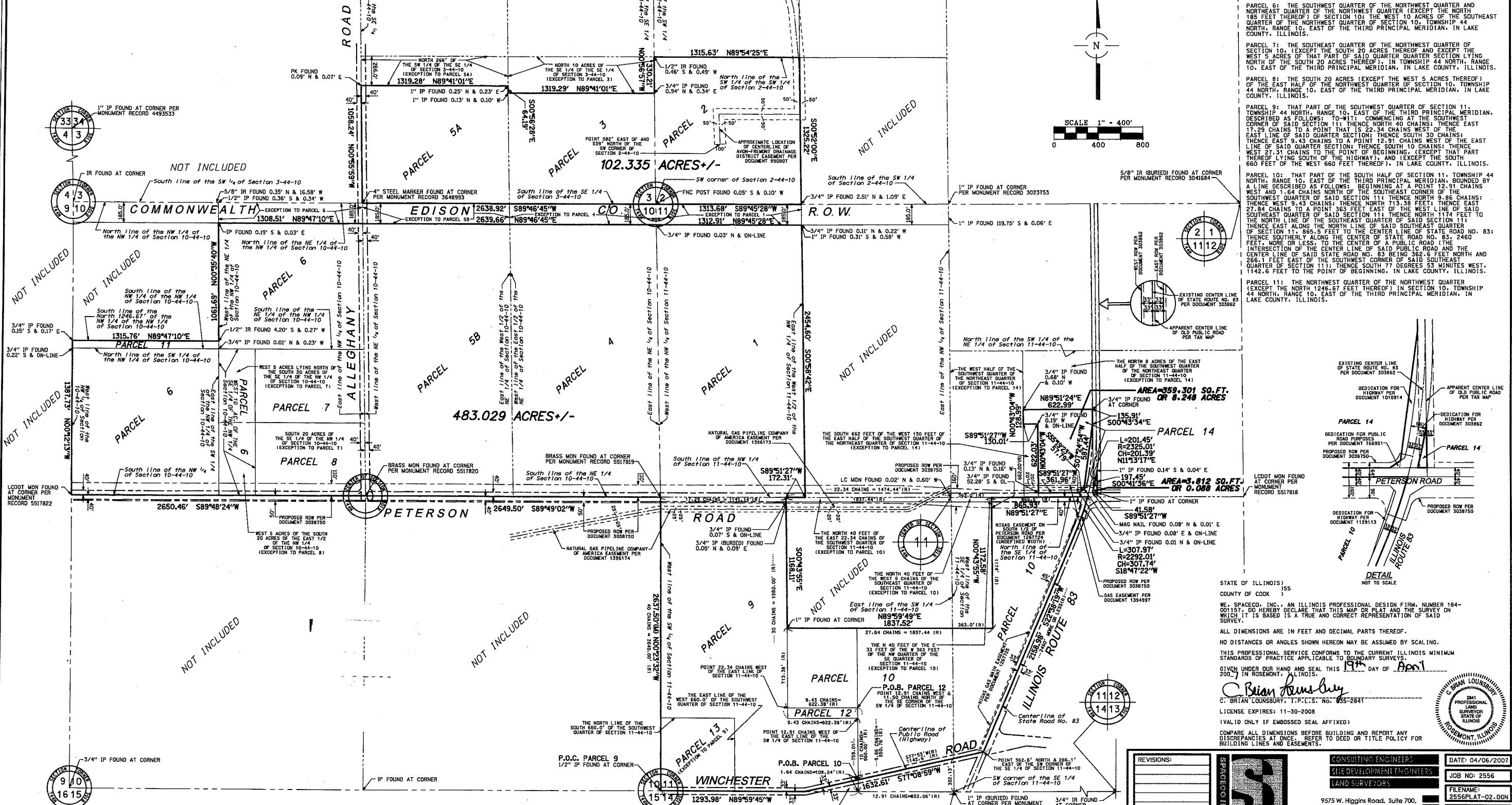
PARCEL 7: THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, (EXCEPT THE SOUTH 20 ACRES THEREOF AND EXCEPT THE WEST 5 ACRES OF THAT PART OF SAID QUARTER QUARTER SECTION LYING NORTH OF THE SOUTH 20 ACRES THEREOF), IN TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 8: THE SOUTH 20 ACRES (EXCEPT THE WEST 5 ACRES THEREOF) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 9: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 40 CHAINS; THENCE EAST 17.29 CHAINS TO A POINT THAT IS 22.34 CHAINS WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 30 CHAINS; THENCE EAST 9.43 CHAINS TO A POINT 12.91 CHAINS WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH 10 CHAINS; THENCE WEST 27.31 CHAINS TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF LYING SOUTH OF THE HIGHWAY), AND (EXCEPT THE SOUTH 660 FEET OF THE WEST 660 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

PARCEL 10: THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12.91 CHAINS WEST AND 1.64 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 9.85 CHAINS; THENCE WEST 5.43 CHAINS; THENCE SOUTH 30 CHAINS; THENCE EAST 27.84 CHAINS TO A POINT 363 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 11; THENCE NORTH 114 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 11, 865.5 FEET TO THE CENTER LINE OF STATE ROAD NO. 83; THENCE SOUTHERLY ALONG THE CENTER OF STATE ROAD NO. 83, 2460 FEET, MORE OR LESS, TO THE CENTER OF A PUBLIC ROAD (THE INTERSECTION OF THE CENTER LINE OF SAID PUBLIC ROAD AND THE CENTER LINE OF SAID STATE ROAD NO. 83 BEING 362.6 FEET NORTH AND 266.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 11); THENCE SOUTH 77 DEGREES 53 MINUTES WEST, 1142.6 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 11: THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 1246.67 FEET THEREOF) IN SECTION 10, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.



STATE OF ILLINOIS )  
 COUNTY OF COOK )  
 WE, SPACED, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157, DO HEREBY DECLARE THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.  
 NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.  
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

GIVEN UNDER OUR HAND AND SEAL THIS 19th DAY OF April 2007, IN ROSEMONT, ILLINOIS.

*Brian Lounsbury*  
 C. BRIAN LOUNSBURY, I.P.L.S. No. 655-2841  
 LICENSE EXPIRES: 11-30-2008  
 (VALID ONLY IF EMBOSSED SEAL AFFIXED)

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS.

REVISIONS:	CONSULTING ENGINEER:	DATE: 04/06/2007
	DEVELOPMENT ENGINEER:	JOB NO: 2556
	LAND SURVEYOR:	FILENAME: 2556PLAT-02.DGN
		SHEET 1 OF 1

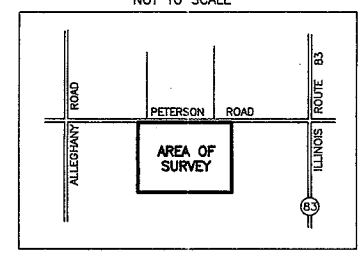
9575 W. Higgins Road, Suite 700  
 Rosemont, Illinois 60018  
 Phone: (847) 696-4060 Fax: (847) 696-4065

# ALTA / ACSM LAND TITLE SURVEY

OF

THAT PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT 12.91 CHAINS WEST AND 1.64 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 9.86 CHAINS; THENCE WEST 9.43 CHAINS; THENCE NORTH 713.38 FEET TO THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST 27.84 CHAINS TO A POINT 363.0 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 1174 FEET MORE OR LESS TO THE NORTH LINE THEREOF; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER AND THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1837.44 FEET; THENCE SOUTH TO THE POINT OF BEGINNING (EXCEPT THE NORTH 40 FEET OF THE WEST 5 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 11, AND THE NORTH 40 FEET OF THE EAST 22.34 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 11, BOTH HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES BY DOCUMENT 761162, RECORDED JUNE 23, 1952 AND ALSO EXCEPT THE NORTH 40 FEET OF THE EAST 33 FEET OF THE WEST 363 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, HERETOFORE DEDICATED FOR PUBLIC ROAD PURPOSES BY DOCUMENT 761163, RECORDED JUNE 23, 1952), IN LAKE COUNTY, ILLINOIS.

### VICINITY MAP NOT TO SCALE



### GRAPHIC SCALE



( IN FEET )  
 1 inch = 80 ft.  
 File No. 104-73  
 SOUTH ALTA.DWG

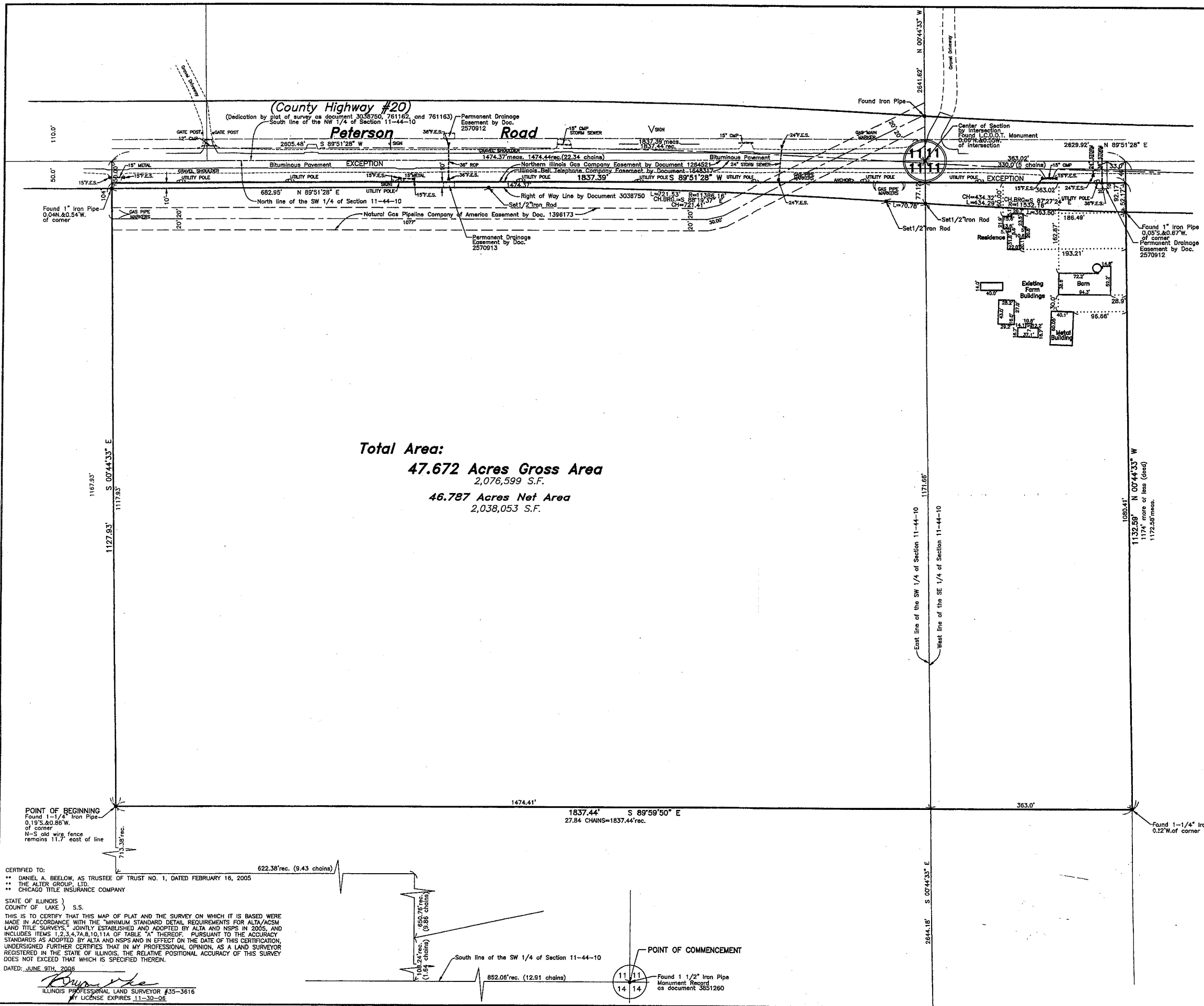
- 1) TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.
- 2) RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.
- 3) ANNUAL BENEFITS FOR THE MAINTENANCE OF AVON-FREMONT DRAINAGE DISTRICT.
- 4) TERMS, PROVISIONS AND CONDITIONS OF THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE COUNTY OF LAKE, THE VILLAGE OF GRAYSLAKE, LASALLE NATIONAL BANK, AND LAKE PROPERTIES VENTURE BY DOCUMENT 2618191.
- 5) RESTRICTIONS AND COVENANTS CONTAINED IN THE DECLARATION RECORDED AS DOCUMENT 2029458 AS AMENDED BY DECLARATION RECORDED AS DOCUMENT 2768312.
- 6) ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF GRAYSLAKE, LASALLE NATIONAL BANK AND LAKE PROPERTIES VENTURE OVER THE LAND HEREIN AND OTHER PROPERTY BY INSTRUMENT RECORDED BY DOC. 2877942.
- 7) RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR PETERSON ROAD.
- 8) ATTENTION IS DIRECTED TO AN ORDINANCE BY THE COUNTY OF LAKE RECORDED ON JUNE 29, 1978 AS DOCUMENT 1775538, AS AMENDED FROM TIME TO TIME, RELATING TO THE PAYMENT OF CERTAIN CHARGES AS A CONDITION PRECEDENT TO PERMISSION TO TAP INTO A SEWER SYSTEM.
- 9) ATTENTION IS DIRECTED TO AN ORDINANCE BY THE VILLAGE OF GRAYSLAKE RECORDED NOVEMBER 1, 1977 AS DOCUMENT 1877114 AND ORDINANCE RECORDED AS DOCUMENT 2830504 RELATING TO THE PAYMENT OF CERTAIN CHARGES AS A CONDITION PRECEDENT TO PERMISSION TO TAP INTO A SEWER SYSTEM.
- 10) SURVEY BASED ON CHICAGO TITLE INSURANCE COMPANY POLICY NO. 1409 ST688111 EFFECTIVE DATE: APRIL 27, 2006
- 11) BASED UPON EXAMINATION OF THE F.E.M.A. MAPS, IT HAS BEEN DETERMINED THAT NONE OF THE PROPERTY SHOWN HEREON IS SUBJECT TO FLOOD RISK (THE PROPERTY FALLS WITHIN A ZONE "X" AREA) AS PORTRAYED ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17097C0141 G, EFFECTIVE DATE: SEPTEMBER 7, 2000.

FIELDWORK COMPLETED: 05-25-06  
 CLIENT NAME: DAN BELOW  
 ADDRESS: 21402 W. HIGHWAY 60  
 MUNDELEIN, IL 60060

### NOTES:

PLAT IS VOID if the Impressed Surveyors Seal does not appear.  
 Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.  
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

**R.E. ALLEN and associates, Ltd.**  
 Professional Land Surveyors  
 31 South Slusser Street, Grayslake, Illinois 60030  
 847-223-0914



**Total Area:**  
**47.672 Acres Gross Area**  
 2,076,599 S.F.  
**46.787 Acres Net Area**  
 2,038,053 S.F.

CERTIFIED TO:  
 \*\* DANIEL A. BEELOW, AS TRUSTEE OF TRUST NO. 1, DATED FEBRUARY 16, 2005  
 \*\* THE ALGER GROUP, LTD.  
 \*\* CHICAGO TITLE INSURANCE COMPANY

STATE OF ILLINOIS )  
 COUNTY OF LAKE ) S.S.  
 THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 7, 8, 10, 11A OF TABLE "A" THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATED: JUNE 9TH, 2006  
  
 ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3616  
 LICENSE EXPIRES 11-30-08

### POINT OF COMMENCEMENT

Found 1 1/2" Iron Pipe Monument Record as document 3031260

650.76' rec. (9.88 chains)  
 68.24' rec. (1.09 chains)

South line of the SW 1/4 of Section 11-44-10

852.08' rec. (12.91 chains)

1127.93' S 00°44'33" E  
 1117.83'  
 1167.93'

East line of the SW 1/4 of Section 11-44-10  
 West line of the SE 1/4 of Section 11-44-10

1080.41' N 00°44'33" W  
 1132.59' N 00°44'33" W  
 1174' more or less (dead)  
 1172.58' meas.

Found 1-1/4" Iron Pipe 0.12' W of corner

# Cornerstone, Village of Grayslake, Lake County, IL

## Cornerstone Engineering Standards-Comparison with Village of Grayslake Municipal Code

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Recreational Vehicle Storage is not allowed in residential areas; RV storage may be allowed in industrial areas	16.24.030		X		D. 5. Storage areas for recreational vehicles should be provided	
Residential Subcollector Street with Bike Lane- Proposed 60-foot ROW with 35-foot back of curb to back of curb street-all driveway/garage access is from rear of building and not from street in multi-family area	Table 16.24.050		X			
Multi-Family Minor Street ROW proposed to be 50 feet	Table 16.24.050	X			Minor Street Residential ROW to be 60 feet	PUD 17.32.080 allows for R.O.W. of local residential streets to be reduced to 50 feet

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Maximum Gradient for Industrial/Commercial Streets may be 5% (Longitudinal)	Table 16.24.050	X				Allowed with approval of Village Engineer
Radius of Horizontal Curves of Centerline and Tangent Between Horizontal Reverse Curves shall be a minimum of 75 feet, respectively for Private Commercial Streets	Table 16.24.050			X	Commercial Subcollector and Minor Streets to have a Minimum Radii of 300 feet for Horizontal Curves of Centerline and Minimum Tangent Between Horizontal Reverse Curves of 200 ft.	Commercial and Retail Streets and Parking Lots to be Privately Owned and Maintained

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Terminal of Cul-de-Sac may be lower than neck of cul-de-sac	16.24.050	X				Allowed with approval of Village Engineer
Minimum Width of an attached single family common private residential driveway may be 20 feet	16.24.050		X		No Village Regulation	
Detention in Parking Lots may be provided if necessary and the 100-year HWL shall be a maximum of one foot of ponding	16.28.020	X				

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
One foot of freeboard will be provided for detention basins (ie. Top of Berm will be one foot above design 100-year HWL and overflow elevation of basin will be at 100-year HWL elevation	16.28.020	X				
Naturalistic/Native Plantings and/or Retaining Walls are proposed around the perimeter NWL of the detention basins to provide shoreline protection and to control side slope erosion	16.28.020		X		Protecting the shoreline and controlling side slope erosion may include rip-rap and landscape stabilization	Rip-rap along entire NWL perimeter will NOT be proposed
A "parkway" around the perimeter of detention basins will not be provided. High water level (HWL) of detention basin allowed to be within 4 feet of adjacent property line or back of curb. Top of berm width may be five feet wide.	16.28.020	X			Parkway around the perimeter of the basin shall be at least 20 feet wide-only for public basins	100-year HWLs and freeboard elevation location will be provided within outlet. <b>Basins to be maintained by HOA/POA.</b>

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Proposed detention basin side slopes shall typically be 4:1 with a maximum of 3:1 if necessary	16.28.020			X	6:1 side slope for 25% of perimeter of basin with 3:1 side slope for remainder of basin	
A varying slope of 10:1 to 20:1 shall be provided from the NWL to one foot below the NWL for a native plantings shelf	16.28.020		X		No Village Regulation	
Safety Ledge shall be provided at an elevation of three feet below NWL; Width shall typically be ten feet but may be reduced to five feet if necessary to provide adequate detention volume	16.28.020	X			Conflict in Ordinance; A. 4. a. vii. A safety ledge of 10 feet, three feet below normal; A. 4. c. iii. At a point three feet below NWL the slope of the basin shall be substantially horizontal for a distance of at least three feet	

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Typical Detention Basin Depth (NWL to bottom) shall be 10 feet with a minimum of 5 feet if necessary to achieve required detention volume; 2:1 maximum slope may be constructed below NWL to bottom of basin	16.28.020			<b>X</b>	4. c.iv. The slope of the balance of the basin shall be a slope rate approved by the village engineer, except that at least ten (10) percent of the surface of the basin at normal water level shall have a depth of ten (10) feet or more.	
KIM Lighting SRS4 Solitaire Lighting	16.28.050/ 16.28.170	<b>X</b>				Allowed with approval of Village Engineer



<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Minimum cover over sanitary sewer shall be a minimum of five feet for sanitary sewer mains and four feet for sanitary sewer services	16.28.110	X			Per Village Engineer at January 8, 2009 meeting, sanitary sewer mains shall have minimum 5 feet of cover; sanitary services shall have minimum 4 feet of cover	Allowed with approval of Village Engineer
Sanitary sewer material to be PVC SDR 26 (DIP for sewer deeper than 15 feet)	16.28.110	X				
Building services may be allowed to be of the same material as the mainline sewer (ie. PVC); service locations for single family lots may be the side of lot opposite garage/driveway hand	16.28.110	X			C.4.a. Building services shall be of cast iron... The service shall be approximately at the centerline of the lot.	Cast iron required thru foundation wall

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Storm sewer design shall be performed using the Rational Method (Q=cIA) for 10-year storm event; C=0.95 for roofs and pavement; C=0.25 for lawns, wooded or landscaped; C=0.15 for wooded or unlandscaped lots	16.28.120	X				
Maximum 400 foot storm inlet spacing	16.28.120	X				
Inlets not to be required at street intersections where intersection is high point	16.28.120	X			B.2. Inlets shall be placed in the street gutters at all street intersections...	Allowed with approval of Village Engineer

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Design intensity of flow may exceed one cubic foot per second if maximum 400 foot inlet spacing is met. Inlet grate capacity calculations can be provided to demonstrate inlet grate can accommodate flow greater than one cubic foot per second	16.28.120	<b>X</b>			B.2. Inlets shall be provided at all low points and all points where the design intensity of flow reaches one cubic foot per second	Allowed with approval of Village Engineer
Minimum cover of one foot for storm sewers where necessary in rear yards may be allowed. Storm sewer design shall allow HGL to be a maximum of one foot below rim elevation. Minimum velocity less than three feet per second shall be allowed at upstream most portions of storm sewer system	16.28.120	<b>X</b>			B.3. Minimum cover for storm sewers shall be four feet, unless special precautions are taken to protect the pipe. Storm sewers shall be designed to flow full with a minimum velocity of three feet per second and a maximum velocity of ten (10) feet per second.	Allowed with approval of Village Engineer

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Where basin depth is ten feet or greater, aerators shall not be required	16.28.120	X			C.4.b. A system of maintaining the water quality shall be provided, which may include a floating pump or other system for aerating the pond	
Typical Detention Basin Depth (NWL to bottom) shall be 10 feet with a minimum of 5 feet if necessary to achieve required detention volume; 2:1 maximum slope may be constructed below NWL to bottom of basin	16.28.120	X			C.4.c. The retention area must be a minimum of ten (10) feet in depth over sixty (60) percent of the area or unless otherwise approved by the Village Engineer. 4.c.iv. The slope of the balance of the basin shall be a slope rate approved by the village engineer, except that at least ten (10) percent of the surface of the basin at normal water level shall have a depth of ten (10) feet or more.	Allowed with approval of Village Engineer

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
800 foot valve spacing or maximum 30 residential units to be shut off	16.28.140	<b>X</b>			C.1.a. Shut-off valves in vaults shall be provided... elsewhere as required to permit adequate sectionalizing for maintenance purposes	Allowed with approval of Village Engineer
Village section equates to a structural number (SN) of 4.18.	16.28.150	<b>X</b>			C.2.a. Arterial, collector, subcollector streets pavement section 1.5-inch bituminous concrete surface course; 1.5-inch bituminous concrete binder course; 8-inch bituminous base course; and 4-inch aggregate base course	

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Village section equates to a structural number (SN) of 3.52.	16.28.150	<b>X</b>			C.3. Minor streets and cul-de-sacs pavement section 1.5-inch bituminous concrete surface course; 1.5-inch bituminous concrete binder course; 6-inch bituminous base course; and 4-inch aggregate base course	
Service locations for single family lots may be <b>offset from the center</b> on the side of lot opposite garage/driveway hand	16.28.140	<b>X</b>			C.2. House services...shall be provided approximately at the centerline of each lot...	Allowed with approval of Village Engineer

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
M-3.12 curb and gutter may be used in single family and multi family areas	16.28.150	<b>X</b>			D.1. Mountable type M-3.12 curb may be used in new residential subdivisions in lieu of providing depressed curbs at driveway entrances. D.2. Unless otherwise specified, barrier curbs shall be required in residential, business, and industrial areas.	
Industrial/office areas to only provide sidewalk on one side of street. 17.32.130 B. Sidewalks need not be required, if an alternative pedestrian plan is approved. Path plan in industrial/office area is being developed. Four foot wide sidewalk may be allowed for cul-de-sacs, minor and subcollector streets.	16.28.160	<b>X</b>			A.1. Sidewalks shall be located on both sides of the street...	Allowed with approval of Village Engineer

<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Sidewalks may be allowed to be lower than centerline of street at overland flow route locations or reverse pitch parkway locations adjacent to detention basins if necessary	16.28.160	X			A.2. Sidewalks shall not be less than three inches above the centerline of the street.	Allowed with approval of Village Engineer
Proposed Ground Slopes shall typically be between 2% and 8%, but a minimum 1% may be allowed if necessary		X				Allowed with approval of Village Engineer
Maximum Sanitary Manhole Spacing per Illinois Standard Specifications		X				
Offsite Municipal Utilities to be allowed within County and State Highway ROWs		X				Allowed with approval of Village Engineer



<u>Cornerstone Standard</u>	<u>Village Code Section</u>	<u>No Difference</u>	<u>Cornerstone More Restrictive/No Village Regulation</u>	<u>Village More Restrictive</u>	<u>Village Standard</u>	<u>Comments</u>
Granular Trench Backfill required within two feet of proposed pavements; where utilities are within two feet of sidewalks and paths, granular trench backfill is not required when sidewalk and/or path is constructed after trench is allowed to settle				<b>X</b>		Granular Trench Backfill required within two feet of proposed pavements, sidewalks and paths
All street appurtenances including but not limited to fire hydrants, street light poles, trees, etc. shall be located a minimum of four feet from back of curb		<b>X</b>				
In <b>residential</b> areas where lots only front on one side of street, sanitary sewer and watermain may be constructed on same side of street to limit lengths of services		<b>X</b>				Allowed with approval of Village Engineer
Dry utilities (phone, electric and gas) may share utility easement with sanitary sewer and watermain				<b>X</b>	Village wants separate easements	

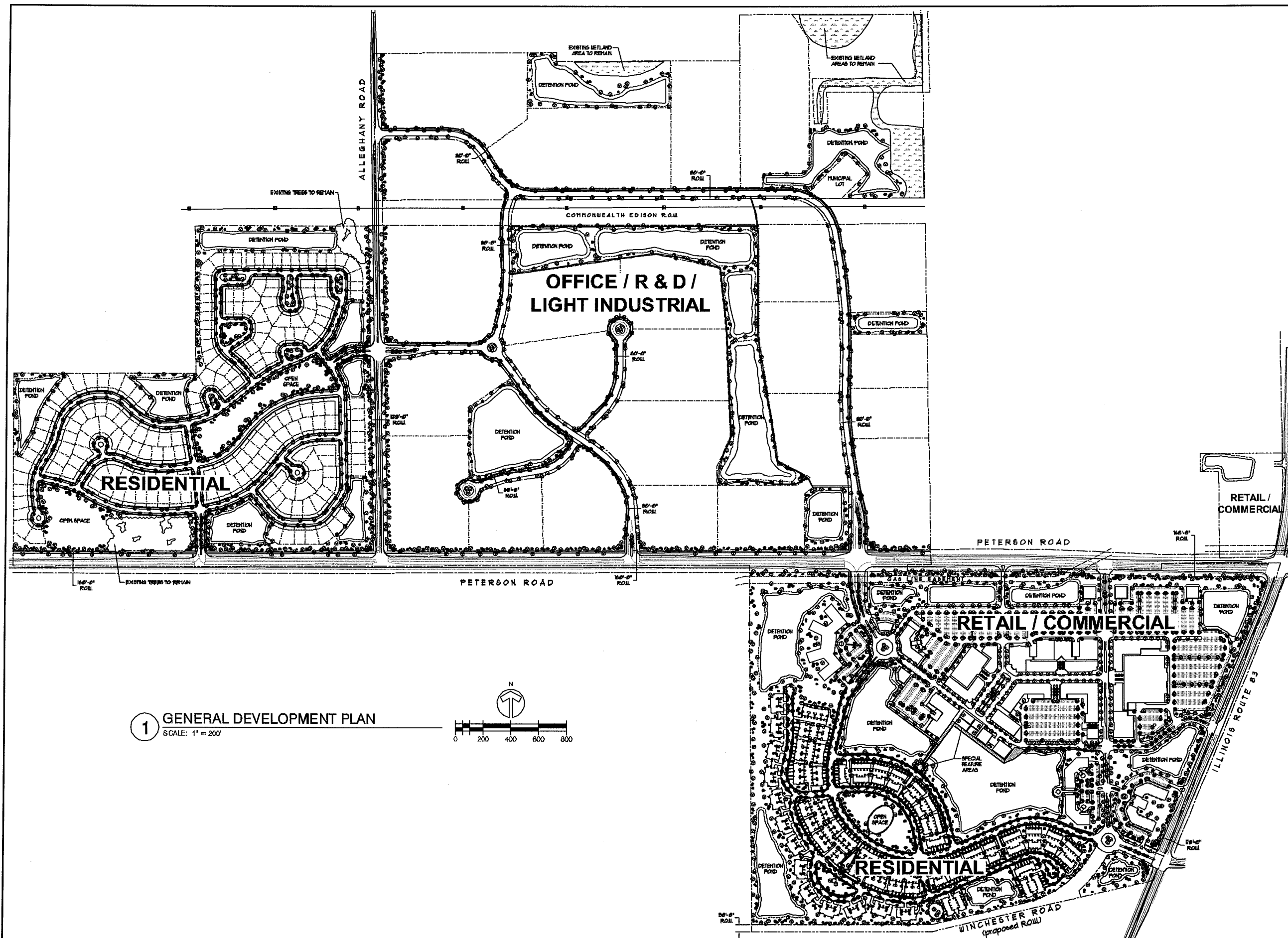
**Exhibit B-7**  
**Stormwater Management Report**

**(large documents available at Village Hall)**

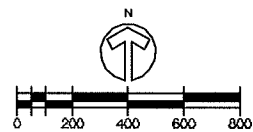
**Exhibit B-8**  
**Landscape Plan**

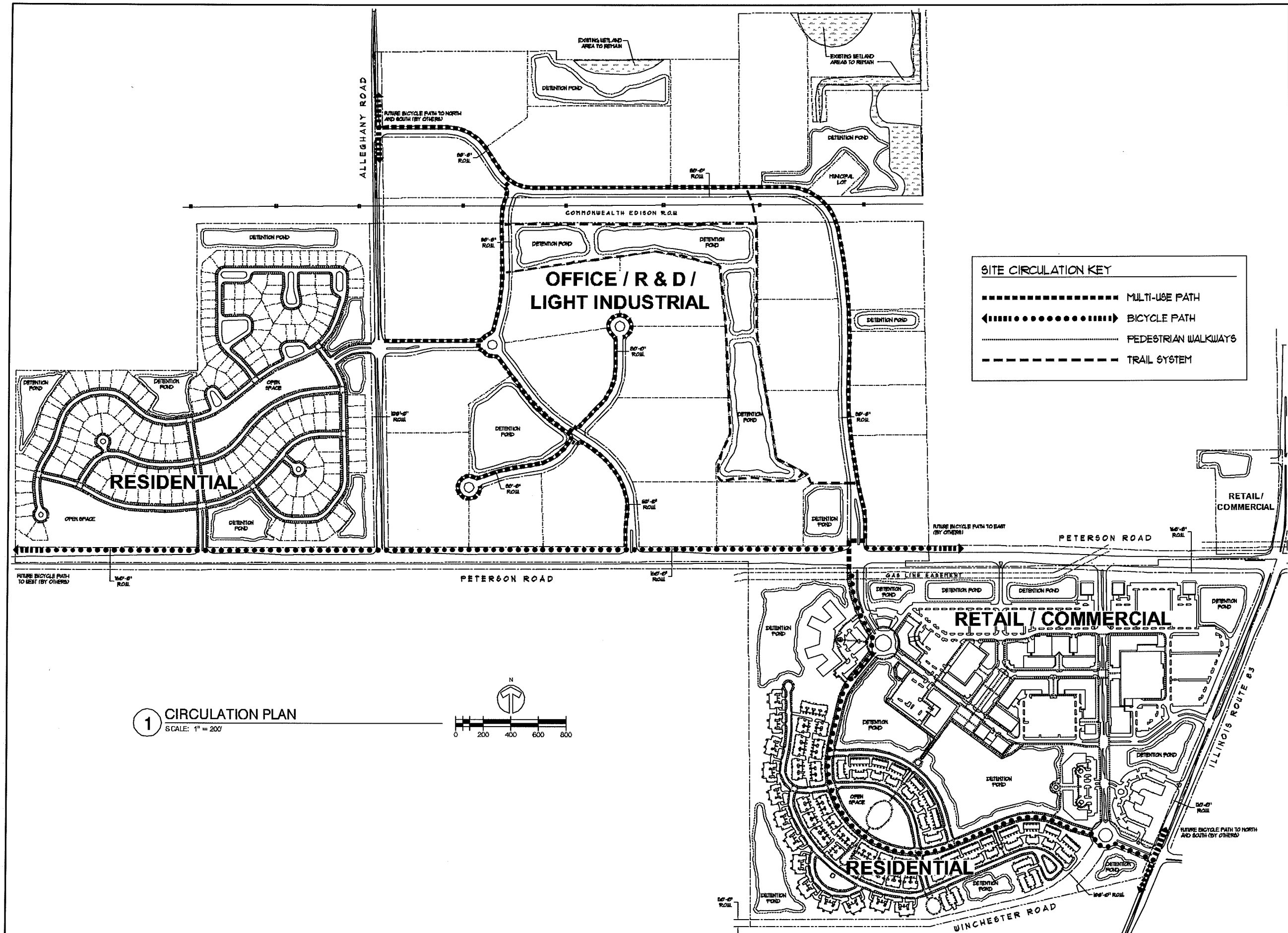
**(large documents available at Village Hall)**





**1** GENERAL DEVELOPMENT PLAN  
SCALE: 1" = 200'

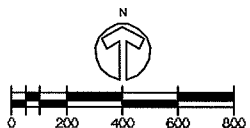




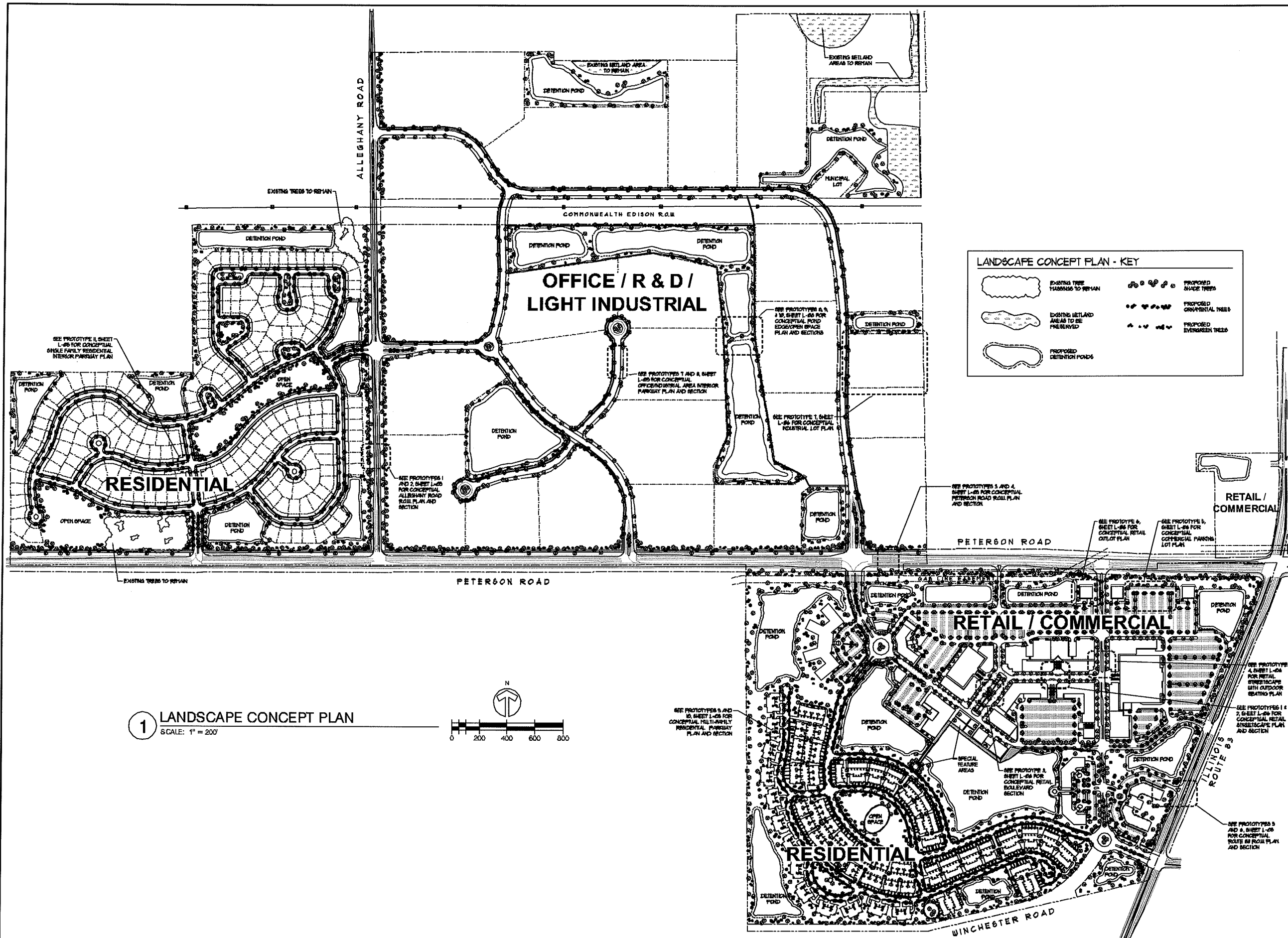
**SITE CIRCULATION KEY**

	MULTI-USE PATH
	BICYCLE PATH
	PEDESTRIAN WALKWAYS
	TRAIL SYSTEM

**1 CIRCULATION PLAN**  
SCALE: 1" = 200'



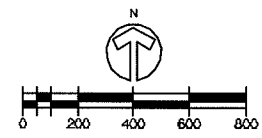
NO.	DATE	REVISION



**LANDSCAPE CONCEPT PLAN - KEY**

	EXISTING TREE PLANTINGS TO REMAIN		PROPOSED SHADE TREES
	EXISTING WETLAND AREAS TO BE PRESERVED		PROPOSED ORNAMENTAL TREES
	PROPOSED DETENTION PONDS		PROPOSED EVERGREEN TREES

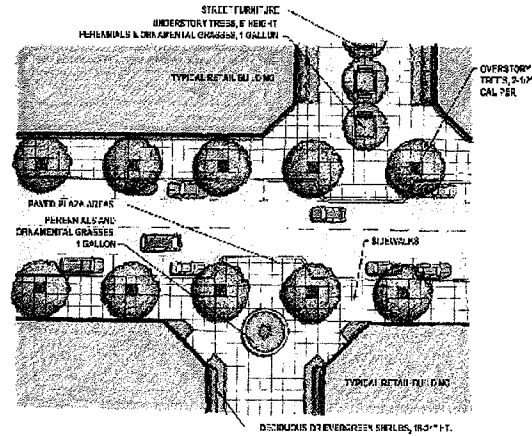
**1 LANDSCAPE CONCEPT PLAN**  
SCALE: 1" = 200'



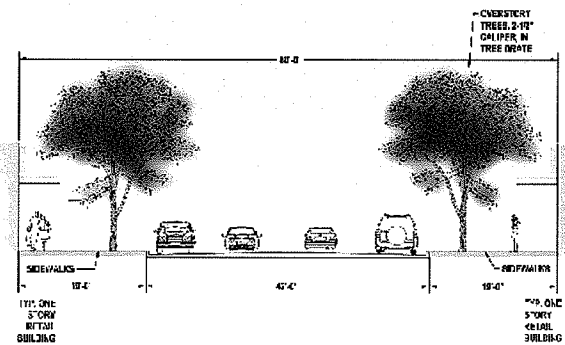
DATE	BY	REVISION



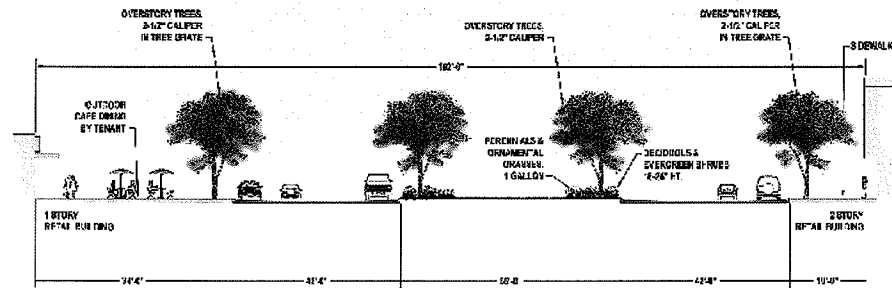




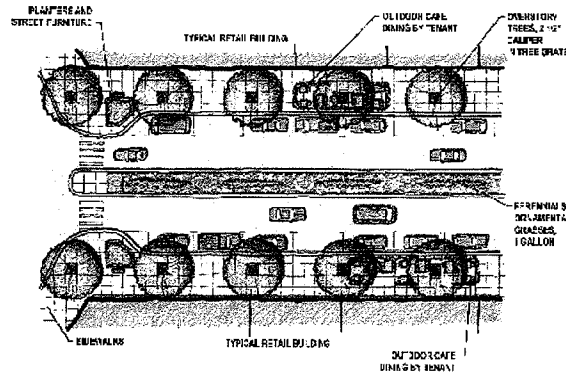
1 RETAIL STREETScape - PLAN VIEW  
NOT TO SCALE



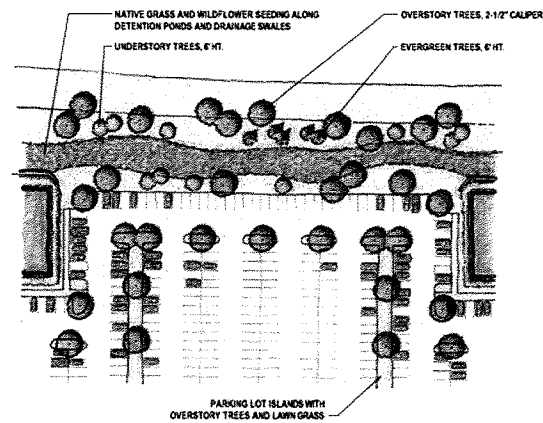
2 RETAIL STREETScape - SECTION  
NOT TO SCALE



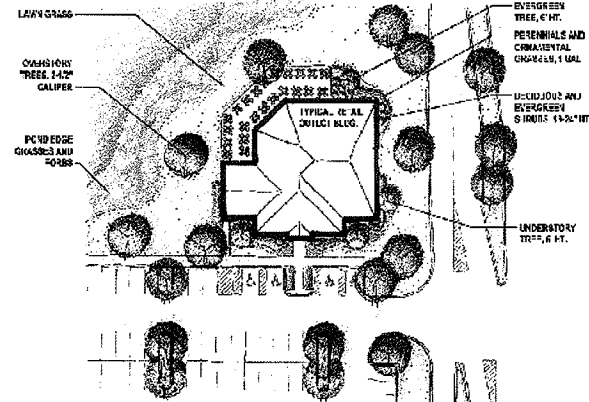
3 NORTHEAST-SOUTHWEST RETAIL BOULEVARD - SECTION  
NOT TO SCALE



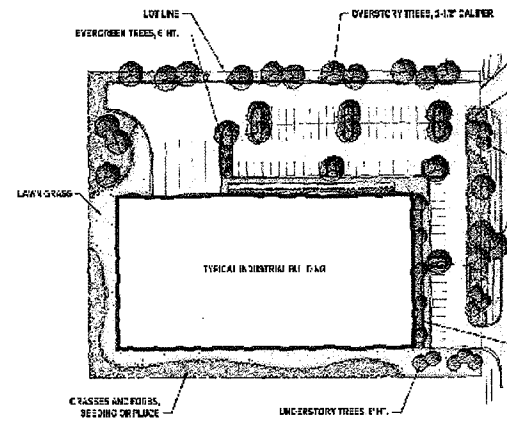
4 RETAIL STREETScape w/ OUTDOOR SEATING - PLAN VIEW  
NOT TO SCALE



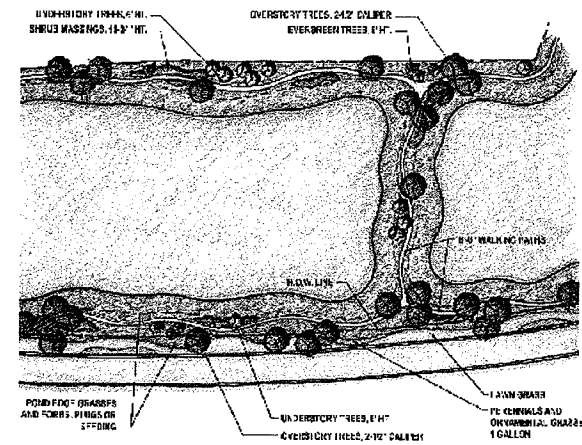
5 TYPICAL COMMERCIAL PARKING LOT - PLAN VIEW  
NOT TO SCALE



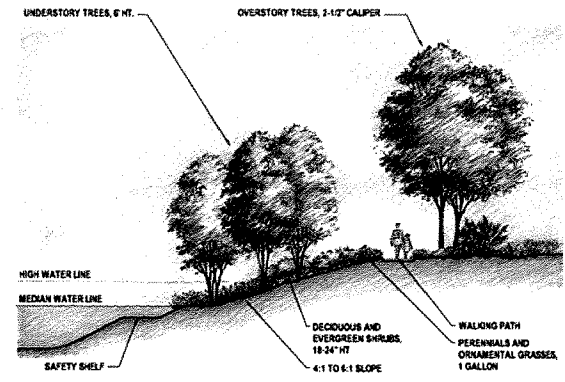
6 TYPICAL RETAIL OUTLOT - PLAN VIEW  
NOT TO SCALE



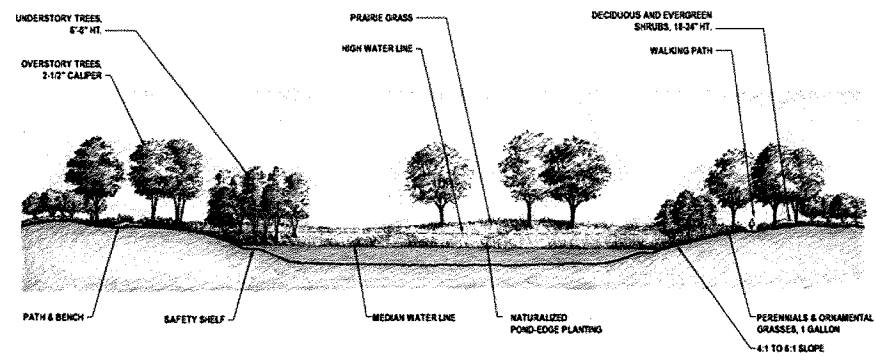
7 TYPICAL INDUSTRIAL LOT - PLAN VIEW  
NOT TO SCALE



8 POND EDGE AND OPEN SPACE - PLAN VIEW  
NOT TO SCALE

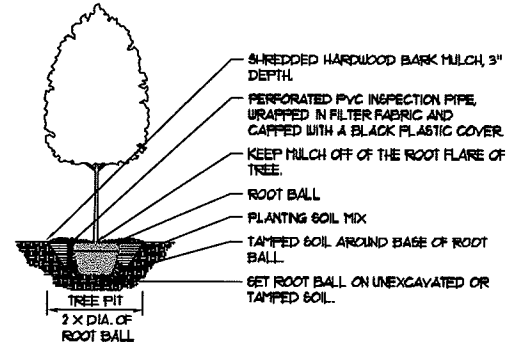


9 POND EDGE - SECTION  
NOT TO SCALE



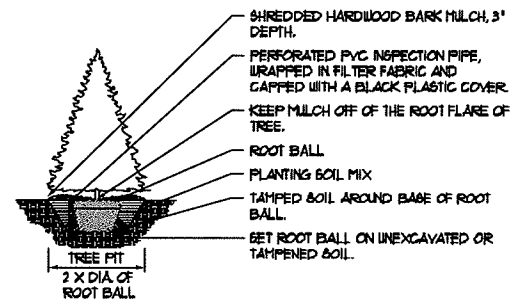
10 POND - CROSS SECTION  
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE TWO TIMES THE WIDTH OF THE ROOT BALL. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL TWINE FROM AROUND THE ROOT FLARE. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



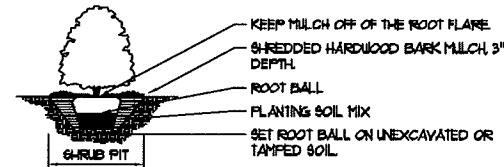
1 DECIDUOUS TREE PLANTING DETAIL  
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE TWO TIMES THE WIDTH OF THE ROOT BALL. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND REMOVE ANY DOUBLE LEADERS. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL TWINE FROM AROUND THE ROOT FLARE. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



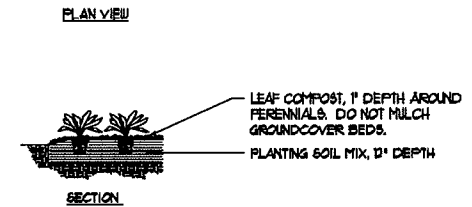
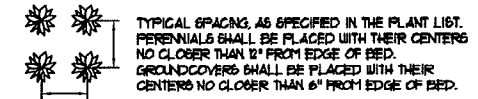
2 EVERGREEN TREE PLANTING DETAIL  
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. SHRUB PIT WIDTH TO BE TWO TIMES THE WIDTH OF THE ROOT BALL. TEST SHRUB PIT FOR DRAINAGE PRIOR TO INSTALLING SHRUB. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. LOCATE ROOT FLARE IN ROOT BALL AND SET SHRUB HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL TWINE FROM AROUND THE ROOT FLARE. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE SHRUB PLUMB. STRAIGHTEN SHRUB IF SETTLING OCCURS. MULCH LIMITS FOR SHRUBS TO EXTEND TO ALL EDGES OF PLANTING BEDS, SEE PLANS FOR BED LAYOUTS.



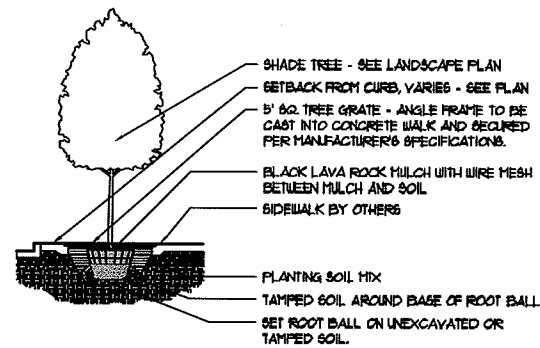
3 SHRUB PLANTING DETAIL  
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. EXCAVATE ENTIRE PERENNIAL / GROUNDCOVER BED, AND BACKFILL WITH PLANTING MIX AS SPECIFIED. BED HEIGHT IS TO BE 2\"/>



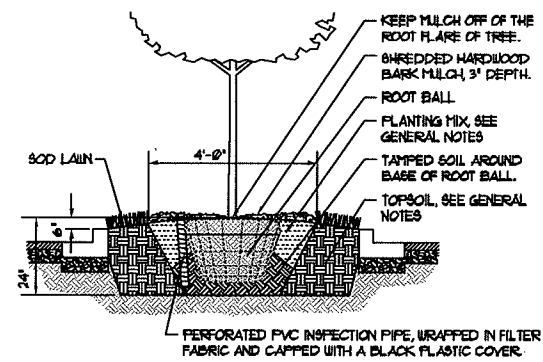
4 PERENNIAL AND GROUNDCOVER PLANTING DETAIL  
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE OF BACKFILL, ALLOWING ROOM FOR TREE GRATE AND MULCH OR LAVA ROCK LAYER. REMOVE ALL BASKET WIRE, TWINE AND BURLAP FROM THE TOP HALF OF THE ROOT BALL. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



5 DECIDUOUS TREE IN TREE GRATE DETAIL  
NOT TO SCALE

EXCAVATE ALL PARKING LOT ISLANDS TO A DEPTH OF 18\"/>



6 PARKING LOT ISLAND SECTION  
NOT TO SCALE

GENERAL LANDSCAPING NOTES

- ALL DIMENSIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
- SPECIES AND SIZES OF PLANTS LISTED IN THE PLANT LIST, ARE SUBJECT TO AVAILABILITY AT TIME OF INSTALLATION. IF SUBSTITUTIONS ARE NECESSARY, THE CONTRACTOR SHALL SUBMIT ALL REQUESTS TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
- ALL UNDERGROUND UTILITIES ARE TO BE LOCATED PRIOR TO DIGGING. IF UTILITIES OR OTHER OBSTRUCTIONS ARE DISCOVERED TO CONFLICT WITH GRADING OR PLANT PLACEMENT, NOTIFY THE LANDSCAPE ARCHITECT SO THAT ADJUSTMENTS CAN BE MADE.
- TOPSOIL SHALL BE 1.0M<sup>3</sup> SOIL, COMPRISED OF 30%-60% SAND, 20%-50% SILT AND 5%-20% CLAY. TOPSOIL SHALL HAVE A PH OF BETWEEN 6.0 AND 7.0, AND ORGANIC MATTER OF BETWEEN 3% AND 8%. SOIL SHALL BE FREE OF LEAVES, BRANCHES, DEBRIS, CHEMICALS AND TOXINS. PROVIDE A SOIL ANALYSIS OF TOPSOIL FOR APPROVAL.
- BACKFILL MIX FOR PLANTINGS SHALL BE AS FOLLOWS:
  - TREES AND SHRUBS -
    - 10% TOPSOIL
    - 15% COARSE SAND
    - 5% FINE FINES
  - PERENNIALS AND GROUNDCOVERS -
    - 50% TOPSOIL
    - 25% COARSE SAND
    - 25% FINE FINES
 ALL PLANTING MIXES SHALL BE THOROUGHLY MIXED OUTSIDE OF THE PLANTING PIT.
- PARKING LOT ISLANDS ARE TO BE EXCAVATED TO A DEPTH OF NO LESS THAN 24", AND BACKFILLED WITH TOPSOIL. BERM ALL ISLANDS TO A HEIGHT OF 6" ABOVE TOP OF CURB.
- PROVIDE POSITIVE DRAINAGE FLOW. DO NOT OBSTRUCT THE NATURAL OR ENGINEERED DRAINAGE FLOW PATTERNS. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DRAINAGE CONCERNS.

PONDS AND OPEN SPACE

A. Overstory Trees

Table with columns: Botanical Name, Common Name, Size. Lists various trees like Black Maple, Sugar Maple, River Birch, etc.

B. Understory Trees

Table with columns: Botanical Name, Common Name, Size. Lists trees like Serviceberry, Redbud, Hawthorn Varieties, etc.

C. Evergreen Trees

Table with columns: Botanical Name, Common Name, Size. Lists Austrian Pine, Colorado Spruce.

D. Shrubs

Table with columns: Botanical Name, Common Name, Size. Lists Black Chokeberry, New Jersey Tea, Gray Dogwood, etc.

E. Perennials, Grasses, and Forbs

Table with columns: Botanical Name, Common Name, Size. Lists Little Bluestem Grass, Common Milkweed, Butterfly Milkweed, etc.

PERIMETER ROADS

A. Overstory Trees

Table with columns: Botanical Name, Common Name, Size. Lists Black Maple, Sugar Maple, River Birch, etc.

B. Understory Trees

Table with columns: Botanical Name, Common Name, Size. Lists Serviceberry, Redbud, Hawthorn Varieties, etc.

C. Shrubs

Table with columns: Botanical Name, Common Name, Size. Lists Chokeberry, Redosier Dogwood, Forsythia Varieties, etc.

D. Perennials, Grasses, and Forbs

Table with columns: Botanical Name, Common Name, Size. Lists Little Bluestem Grass, Common Milkweed, Sky-Blue Aster, etc.

INTERIOR ROADS - OFFICE/INDUSTRIAL/R&D

A. Overstory Trees

Table with columns: Botanical Name, Common Name, Size. Lists Sugar Maple, Autumn Blaze Maple, Hackberry, etc.

B. Understory Trees

Table with columns: Botanical Name, Common Name, Size. Lists Serviceberry, Redbud, Hawthorn Varieties, etc.

C. Shrubs

Table with columns: Botanical Name, Common Name, Size. Lists Chokeberry, Redosier Dogwood, Forsythia Varieties, etc.

D. Perennials, Grasses, and Forbs

Table with columns: Botanical Name, Common Name, Size. Lists Little Bluestem Grass, Common Milkweed, Sky-Blue Aster, etc.

INTERIOR ROADS - RESIDENTIAL

A. Overstory Trees

Table with columns: Botanical Name, Common Name, Size. Lists Autumn Blaze Maple, State Street Maple, Legacy Sugar Maple, etc.

B. Understory Trees

Table with columns: Botanical Name, Common Name, Size. Lists Shadblow Serviceberry, Red bud, Hawthorn Varieties, etc.

INTERIOR ROADS - RETAIL

A. Overstory Trees

Table with columns: Botanical Name, Common Name, Size. Lists Sugar Maple, Autumn Blaze Maple, Hackberry, etc.

B. Understory Trees

Table with columns: Botanical Name, Common Name, Size. Lists Serviceberry, Redbud, Hawthorn Varieties, etc.

C. Shrubs

Table with columns: Botanical Name, Common Name, Size. Lists Chokeberry, Redosier Dogwood, Forsythia Varieties, etc.

D. Perennials, Grasses, and Forbs

Table with columns: Botanical Name, Common Name, Size. Lists Little Bluestem Grass, Common Milkweed, Sky-Blue Aster, etc.

SITE LANDSCAPE - INDUSTRIAL/OFFICE/R&D

Table A: Overstory Trees. Columns: Botanical Name, Common Name, Size. Includes species like Acer x freemanii 'Autumn Blaze', Acer nigrum 'State Street', etc.

Table B: Understory Trees. Columns: Botanical Name, Common Name, Size. Includes species like Amelanchier canadensis, Amelanchier x grandiflora, Acer palmatum 'Bloodgood', etc.

Table C: Evergreen Trees. Columns: Botanical Name, Common Name, Size. Includes species like Abies concolor, Picea abies, Picea glauca 'Densata', etc.

Table D: Deciduous Shrubs. Columns: Botanical Name, Common Name, Size. Includes species like Aronia melanocarpa, Cornus alba 'Bailhali', Cotoneaster apiculatus, etc.

SITE LANDSCAPE - INDUSTRIAL/OFFICE/R&D (continued)

Table E: Evergreen Shrubs. Columns: Botanical Name, Common Name, Size. Includes species like Buxus 'Green Velvet', Juniperus chinensis 'Sea Green', etc.

Table F: Perennials and Ornamental Grasses. Columns: Botanical Name, Common Name, Size. Includes species like Astilbe spp., Anemone japonica, Alchemilla mollis, etc.

Table G: Groundcovers. Columns: Botanical Name, Common Name, Size. Includes species like Eonymus fortunei 'Coloratus', Hederia Helix, etc.

Table H: Vines. Columns: Botanical Name, Common Name, Size. Includes species like Clematis spp., Campsis radicans, Hydrangea anomala petiolaris, etc.

Table I: Annuals and Bulbs. Columns: Botanical Name, Common Name, Size. Includes species like (As desired).

SITE LANDSCAPE - RESIDENTIAL

Table A: Overstory Trees. Columns: Botanical Name, Common Name, Size. Includes species like Acer x freemanii 'Autumn Blaze', Acer nigrum 'State Street', etc.

Table B: Understory Trees. Columns: Botanical Name, Common Name, Size. Includes species like Amelanchier canadensis, Amelanchier x grandiflora, Acer palmatum 'Bloodgood', etc.

Table C: Evergreen Trees. Columns: Botanical Name, Common Name, Size. Includes species like Abies concolor, Picea abies, Picea glauca 'Densata', etc.

Table D: Deciduous Shrubs. Columns: Botanical Name, Common Name, Size. Includes species like Aronia melanocarpa, Cornus alba 'Bailhali', Cotoneaster apiculatus, etc.

SITE LANDSCAPE - RESIDENTIAL (continued)

Table E: Evergreen Shrubs. Columns: Botanical Name, Common Name, Size. Includes species like Buxus 'Green Velvet', Juniperus chinensis 'Sea Green', etc.

Table F: Perennials and Ornamental Grasses. Columns: Botanical Name, Common Name, Size. Includes species like Astilbe spp., Anemone japonica, Alchemilla mollis, etc.

Table G: Groundcovers. Columns: Botanical Name, Common Name, Size. Includes species like Eonymus fortunei 'Coloratus', Hederia Helix, etc.

Table H: Vines. Columns: Botanical Name, Common Name, Size. Includes species like Clematis spp., Campsis radicans, Hydrangea anomala petiolaris, etc.

Table I: Annuals and Bulbs. Columns: Botanical Name, Common Name, Size. Includes species like (As desired).



THE ALTER GROUP

DANIEL W. WACHS & PARTNERS, INC. LANDSCAPE ARCHITECTS

CORNERSTONE VILLAGE OF GRAYSLAKE • LAKE COUNTY, IL

Table with columns: REVISED, DATE, BY, CHECKED, DATE, BY

PLANT LISTS - B

SHEET NO. L-09

**SITE LANDSCAPE - RETAIL**

**A. Overstory Trees**

Botanical Name	Common Name	Size
Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	2-1/2" caliper
Acer niyaba 'State Street'	State Street Maple	2-1/2" caliper
Acer saccharum	Legacy Sugar Maple	2-1/2" caliper
Alnus glutinosa	European Black Alder	10' ht.
Betula populifolia 'Whitespire Sr.'	Whitespire Sr. Gray Birch	10' ht.
Celtis occidentalis	Hackberry	2-1/2" caliper
Ginkgo biloba	Ginkgo (Male)	2-1/2" caliper
Gymnocladus dioica	Kentucky Coffee Tree	2-1/2" caliper
Gleditsia triacanthos inermis	Thornless Honeylocust	2-1/2" caliper
Populus tremuloides	Quaking Aspen	2-1/2" caliper
Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2-1/2" caliper
Pyrus calleryana 'Aristocrat'	Aristocrat Pear	2-1/2" caliper
Quercus bicolor	Swamp White Oak	2-1/2" caliper
Quercus ellipsoidalis	Northern Pin Oak	2-1/2" caliper
Quercus rubra	Red Oak	2-1/2" caliper
Quercus robur	English Oak	2-1/2" caliper
Taxodium distichum	Bald Cypress	2-1/2" caliper
Tilia americana	American Linden	2-1/2" caliper
Tilia americana 'Redmond'	Redmond Linden	2-1/2" caliper
Ulmus x 'Morton Glossy'	Triumph Elm	2-1/2" caliper
Ulmus 'Prospector'	Prospector Elm	2-1/2" caliper

**B. Understory Trees**

Botanical Name	Common Name	Size
Amelanchier canadensis	Shadblow Serviceberry	6' ht.
Amelanchier x grandiflora	Apple Serviceberry	6' ht.
Acer palmatum 'Bloodgood'	Japanese Bloodgood Maple	6' ht.
Carpinus caroliniana	American Hornbeam	6' ht.
Cercis canadensis	Red bud	6' ht.
Crataegus crusgalli 'Inermis'	Thornless Cockspear Hawthorn	6' ht.
Cornus mas	Cornelian Cherry Dogwood	6' ht.
Cornus alternifolia	Pagoda Dogwood	6' ht.
Magnolia x loebneri 'Merill'	Dr. Merrill Magnolia	6' ht.
Magnolia stellata	Star Magnolia	6' ht.
Malus floribunda	Japanese Crabapple	6' ht.
Malus Donald Wyman'	Donald Wyman Crabapple	6' ht.
Malus Red Jewel'	Red Jewel Crabapple	6' ht.
Malus Schmidt Cutleaf'	Schmidt Cutleaf Crabapple	6' ht.
Malus sargentii	Sargent Crabapple	6' ht.
Syringa reticulata 'Ivory Silk'	Japanese Tree Lilac	6' ht.
Viburnum pumilifolium	Blackhaw Viburnum	6' ht.

**C. Evergreen Trees**

Botanical Name	Common Name	Size
Abies concolor	White Fir	6' ht.
Picea abies	Norway Spruce	6' ht.
Picea glauca 'Densata'	Black Hills Spruce	6' ht.
Pseudotsuga menziesii	Douglas Fir	6' ht.
Pinus nigra	Austrian Pine	6' ht.
Picea pungens	Green Colorado Spruce	6' ht.
Picea pungens 'Glauca'	Colorado Blue Spruce	6' ht.
Pinus sylvestris	Scotch Pine	6' ht.
Pinus strobus	Eastern White Pine	6' ht.
Tsuga canadensis	Hemlock	6' ht.

**D. Deciduous Shrubs**

Botanical Name	Common Name	Size
Aronia melanocarpa	Glossy Black Chokeberry	24"
Cornus alba 'Ballinaloe'	Ivory Halo Dogwood	18"
Cotoneaster spiculatus	Cranberry Cotoneaster	18"
Cotoneaster hesellii	Hesell Cotoneaster	18"
Cotoneaster lucidus	Hedge Cotoneaster	24"
Corylus americana	American Hazelnut	24"
Cornus sericea 'Isanti'	Isanti Dogwood	24"
Euonymus alata 'Compactus'	Dwarf Winged Euonymus	24"
Fothergilla gardenii	Dwarf Fothergilla	18"
Forsythia 'Sunrise'	Sunrise Forsythia	24"
Hydrangea arborescens 'Annabelle'	Annabelle Smooth Hydrangea	18"
Hydrangea paniculata 'Tardiva'	Tardiva Hydrangea	24"
Hydrangea paniculata 'Grandiflora'	Pee Gee Hydrangea	24"
Hydrangea paniculata 'Unique'	Unique Hydrangea	24"
Hydrangea quercifolia 'Alice'	Alice Oakleaf Hydrangea	24"
Hamamelis vernalis	Vernal Witch Hazel	24"
Ilex verticillata 'Red Sprite'	Winterberry	18"
Myrica pennsylvanica	Bayberry	24"
Physocarpus 'Summer Wine'	Summer Wine Ninebark	18"
Potentilla fruticosa 'McKay's White'	McKay's White Potentilla	18"
Rhus aromatica 'Gro-Low'	Gro-Low Sumac	18"
Ribes alpinum 'Green Mound'	Green Mound Currant	18"
Rosa spp.	Rose Varieties	18"
Spiraea spp.	Spiraea Varieties	18"
Syringa meyeri 'Palibin'	Dwarf Korean Lilac	24"
Syringa patula 'Miss Kim'	Miss Kim Lilac	24"
Viburnum carlesii	Koreanspire Viburnum	24"
Viburnum dentatum	Arrowwood Viburnum	24"
Viburnum x juddii	Judd Viburnum	24"
Viburnum lantana 'Mohican'	Mohican Viburnum	24"
Weigela florida 'Wine and Roses'	Wine and Roses Weigela	18"

**SITE LANDSCAPE - RETAIL (continued)**

**E. Evergreen Shrubs**

Botanical Name	Common Name	Size
Buxus 'Green Velvet'	Green Velvet Boxwood	18"
Juniperus chinensis 'Sea Green'	Sea Green Juniper	24"
Juniperus chinensis 'Kallays Compacta'	Kallays Compact Juniper	24"
Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	24"
Juniperus sabinna 'Buffalo'	Buffalo Juniper	24"
Pinus mugo mugo	Dwarf Mugo Pine	24"
Thuja occidentalis 'Emerald Green'	Emerald Green Arborvitae	24"
Thuja occidentalis 'Techny'	Techny Arborvitae	36"
Taxus media 'Hicks'	Hicks Yew	18"
Taxus media 'Runyan'	Runyan Dense Yew	18"

**F. Perennials and Ornamental Grasses**

Botanical Name	Common Name	Size
Astilbe spp.	Astilbe Varieties	1 gallon
Anemone japonica	Japanese Anemone	1 gallon
Alchemilla mollis	Lady's Mantle	1 gallon
Achillea spp.	Yarrow Varieties	1 gallon
Aster novae-angliae	Purple Dome New England Aster	1 gallon
Artemisia schmidtiana 'Silver Mound'	Silver Mound	1 gallon
Calamagrostis acutifolia	Feather Reed Grass	1 gallon
Cimicifuga racemosa 'Hillside Black Beauty'	Bugbane	1 gallon
Coreopsis spp.	Coreopsis Varieties	1 gallon
Dianthus spp.	Dianthus Varieties	1 gallon
Dicentra spp.	Bleeding Heart Varieties	1 gallon
Edimura spp.	Cone Flower Varieties	1 gallon
Festuca 'Elijah Blue'	Elijah Blue Fescue	1 gallon
Geranum spp.	Bloody Cranesbill Varieties	1 gallon
Hemerocallis spp.	Daily Varieties	1 gallon
Helictotrichon sempervirens	Blue Oat Grass	1 gallon
Heuchera spp.	Corall Bell Varieties	1 gallon
Hosta spp.	Hosta Varieties	1 gallon
Lavandula angustifolia 'Munstead'	Munstead Lavender	1 gallon
Ligularia 'The Rocket'	Rocket Ligularia	1 gallon
Urtica spp.	Gayfeather Varieties	1 gallon
Miscanthus spp.	Malden Grass Varieties	1 gallon
Neopeta spp.	Catmint Varieties	1 gallon
Panicum spp.	Switchgrass Varieties	1 gallon
Pennisetum spp.	Fountain Grass Varieties	1 gallon
Perovskia spp.	Russian Sage Varieties	1 gallon
Pulmonaria longifolia 'High Contrast'	High Contrast Lungwort	1 gallon
Rudbeckia fulgida 'Goldstrum'	Black-eyed Susan	1 gallon
Sedum 'Autumn Joy'	Autumn Joy Sedum	1 gallon
Sporobolus heterolepis	Prairie Dropseed	1 gallon
Salvia spp.	Sage Varieties	1 gallon
Veronica spp.	Speedwell Varieties	1 gallon

**G. Groundcovers**

Botanical Name	Common Name	Size
Euonymus fortunei 'Coloratus'	Purpleleaf Wintercreeper	3" pot
Hedera Helix	English Ivy	3" pot
Lamium maculatum	Spotted dead nettle	3" pot
Pachysandra terminalis	Japanese Flowering Spurge	3" pot
Vinca minor 'Darts Blue'	Dart's Blue Periwinkle	3" pot

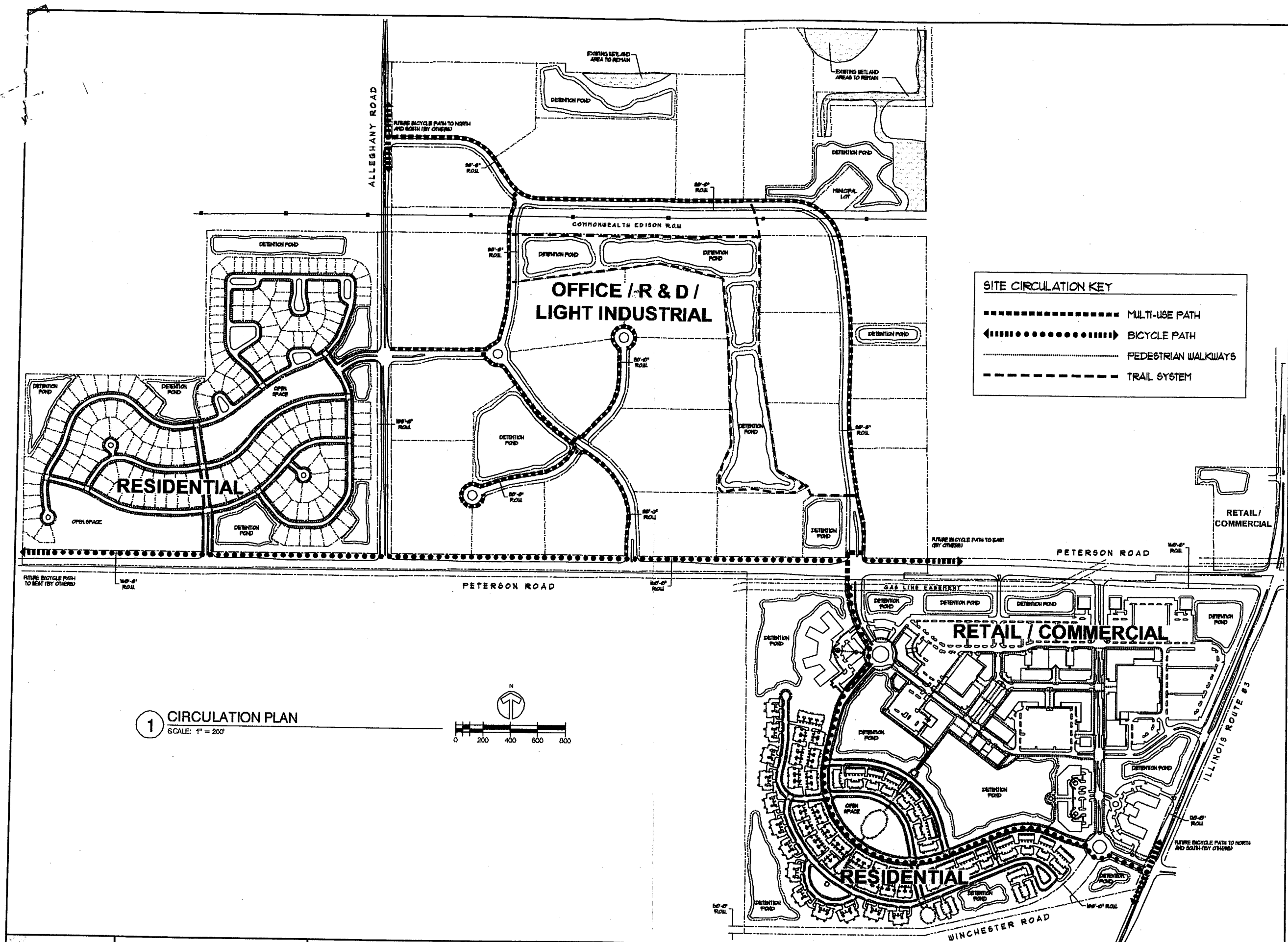
**H. Vines**

Botanical Name	Common Name	Size
Clematis spp.	Clematis Varieties	1 gallon
Campsis radicans	Trumpet Vine	1 gallon
Hydrangea anomala petiolaris	Climbing Hydrangea	1 gallon

**I. Annuals and Bulbs**

Botanical Name	Common Name	Size
(As desired)		Top size

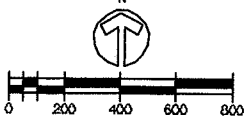
**Exhibit B-9**  
**Circulation Plan**



**SITE CIRCULATION KEY**

- MULTI-USE PATH
- ◀—————▶ BICYCLE PATH
- ..... PEDESTRIAN WALKWAYS
- - - - - TRAIL SYSTEM

**1 CIRCULATION PLAN**  
SCALE: 1" = 200'



NO.	DATE	REVISION

**Exhibit B-10**  
**Traffic Study**

**(large document available at Village Hall)**



February 17, 2009

Application Response  
To  
Rezoning and PUD Objectives

**1. The Protection of both the aesthetics and function of the natural environment;**

We have prepared a tree survey and have identified areas of existing trees which should be considered for preservation. In addition, the development provides over 120 acres of open space, more than adequate storm water protection and numerous conservation features, including native/non-invasive plant materials and the use of Best Management Practices (BMPs).

**2. The arrangement of buildings and other improvements advantageous to the orderly function and aesthetics of both the natural and manmade environment;**

Cornerstone is a multi-use development providing efficient pedestrian, bicycle and vehicular circulation. In addition, due to the detailed standards outlined in the Pattern Book, the development is ensured to be high quality and to provide for the stewardship of the natural environment.

**3. The preservation of adequate, permanent open space for the use of the residents and workers in the development and in the village;**

Cornerstone provides for over 120 acres of public and private open space within the development for the benefit of employees, customers and residents. We have also coordinated our efforts with the local Park District agencies.

**4. A variety of housing types and densities necessary to achieve a balanced neighborhood;**

Cornerstone provides for 10 residential product types within the development in an attempt to address not only current housing needs but those anticipated due to changing demographics and future trends.

February 17, 2009

Application Response  
To  
Rezoning and PUD Objectives

5. **The provisions of land area necessary to accommodate all cultural, educational, recreational, and other public and quasi-public activities necessary to serve the needs of the development and/or the village;**

Cornerstone provides a financial windfall for all local governments, including the School Districts, Park Districts, Municipal, and County agencies, which can be used to serve a multitude of needs within the community.

6. **The orderly and creative arrangement of all land uses with respect to each other and to the entire village (including residential, commercial, industrial, and public and quasi-public);**

The vision for Cornerstone specifically addresses this standard regarding the orderly arrangement of multiple land uses within a creative, high quality and compact environment for residential, employment and retail opportunities. It is the premise upon which our overall development concept is built - the "cornerstone" of Cornerstone.

7. **The provision of developed recreational activity areas necessary to serve the needs of any residential portion of the development;**

Cornerstone provides for public open space in conjunction with the Round Lake Area Park District, provides private parks, gathering and open space for users, and includes an extensive trail and pathway system to connect the entire development.

8. **The provision of a pedestrian environment separate from the vehicular environment;**

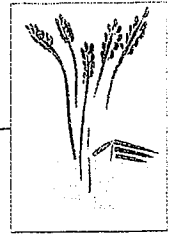
Cornerstone provides for both pedestrian and bicycle circulation within the Project and development and includes the opportunity for linkages with the Village and/or County-wide systems.

9. **The creation of the neighborhoods compatible with the comprehensive land use plan for the village.**

The neighborhoods created within the Cornerstone development will address the variety of housing needs envisioned by the Comprehensive Plan. In addition, the residential proposed is designed to minimize the impact on the local school system. The employment and retail portions of cornerstone are also fully compatible with the Village's Comprehensive Plan, economic development goals, and Central Range plan.

# Cornerstone – Sustainability Concepts

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## *Economic*

- Grayslake/Central Lake County location = brings jobs closer to workers
- High amenity environment = gives employers/employees what they want
- Cornerstone = catalyst for the Grayslake Central Range
- Shared parking = reductions in unnecessary pavement & costs
- Infrastructure improvements = yielding future economic benefits
- Road improvements = reduced travel times & fuel costs

## *Environment*

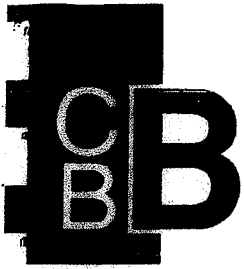
- Compact development = 120+ acres of ponds and open space
- Connected land uses = efficient transit/fewer carbon emissions
- PACE connectivity + bicycle racks = allows for environmentally friendly modes of travel
- Best Management Practices = considerate of the land
- Bio-swales + recycled water for irrigation = reduced water & piping system needs
- Maintained wetlands and existing trees = stewardship of the existing environment
- Native plants + perennials + grasses = lower maintenance costs and a self-sufficient landscape

## *Social*

- Restaurants and shopping close to homes + work = less travel/more free time
- Jobs near workers + homes near jobs = less traffic/more time for leisure
- Walking + bike paths = reduced need for automobile
- Place-making + gathering spaces = social opportunities in high-amenity spaces
- Trails + bike paths = opportunities for passive recreation, experiences with nature and regional connectivity

**Exhibit B-13**  
**Tree Surveys**

**(large document available  
at Village Hall – letters attached)**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road • Suite 600 • Rosemont, Illinois 60018-4920 • TEL (847) 823-0500 • FAX (847) 823-0520

October 3, 2005

Alter Group  
5500 West Howard Street  
Skokie, Illinois 60077

Attention: Margaret Blum

Subject: Professional Tree Survey of the Route 83 Property, Lake County, Illinois  
(CBBEL Project No. 05-597)

Dear Ms. Blum:

As requested, on September 20 and September 23, 2005, Christopher B. Burke Engineering, Ltd. (CBBEL) completed the identification and tagging of all trees greater than or equal to 12" diameter at breast height found within the subject site in Lake County, Illinois. A complete tree inventory is included with this letter report listing size, species, condition, form and general comments regarding the quality of the identified trees. A total of 486 trees greater than or equal to 12" diameter at breast height were identified within the study area.

The following information discusses the rating scale in the Condition/ Form column of the Tree Inventory Report.

We also noted 27 high quality, significant trees greater than or equal to 24" diameter at breast height. These high quality trees are noted in bold text on the inventory list.

During the tree survey, each tree was evaluated on a scale rating from 1 – 5. These ratings were based on general observations at the time of the inventory. A rating of 5 (poor) has the lowest value in terms of protection or preservation. A rating of 1 (excellent) has the highest value and are the highest quality trees found.

For example:

- A. (5 = worst condition) A rating of 5 was given to a tree that has significant deadwood, bad sweep or lean, disease or damage by insect pests and larvae, lightning damage, split, or other physical damage.
- B. (4 = bad condition) A rating of 4 was given to a tree that has some deadwood, minor sweep or lean, distorted shape, trunk or bark damage, multiple stems, or poor physical quality.

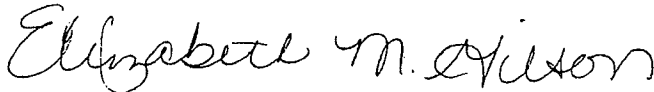
- C. (3 = typical condition) A rating of 3 was given to a tree that is average in condition, form, physical state, appearance, and health.
- D. (2 = above average) A rating of 2 was given to a tree that has little or no damage, sound, good shape and form, and is good in overall physical quality.
- E. (1 = excellent condition) A rating of 1 was given to a tree that is excellent in appearance, condition and form, balanced branching and healthy. In our opinion, a tree worth preserving.

Please feel free to contact us with any questions or comments you may have.

Sincerely,



James J. Scott, CPESC  
Environmental Resources Specialist



Elizabeth Gilson  
Environmental Resources Specialist/Botanist

TREE INVENTORY LISTING  
 CORNERSTONE PROPERTY, ROUND LAKE PARK, LAKE COUNTY, ILLINOIS  
 CBBEL PROJECT NO. 05-597

NOTE:

1. SURVEY INCLUDES TREES GREATER THAN OR EQUAL TO 12" DBH BY CBBEL STAFF ON SEPTEMBER 20 AND SEPTEMBER 23, 2005
2. VALUES ASSIGNED FOR CONDITION AND FORM OF TREES ARE SHOWN IN RIGHT COLUMN BELOW. RATINGS ARE BASED ON GENERAL OBSERVATIONS AND ON A SCALE OF 1 (EXCELLENT) TO 5 (POOR).

TAG NO.	BOTANICAL CODE	COMMON NAME	SIZE (inches)	CONDITION/FORM	COMMENTS
1	MORALB	WHITE MULBERRY	9/12/10	3/3	MULTIPLE STEMS
2	ACENEG	BOX ELDER	15/10/20	4/3	DW/ MULT STEMS
3	POPALB	WHITE POPLAR	13	3/3	
4	POPALB	WHITE POPLAR	12	3/3	
5	POPALB	WHITE POPLAR	12	4/3	DW
6	POPALB	WHITE POPLAR	22	3/3	
7	POPALB	WHITE POPLAR	12	4/3	DW
8	POPALB	WHITE POPLAR	14	4/3	DW
9	POPALB	WHITE POPLAR	24/26/14	4/2	MULTIPLE STEMS
10	POPALB	WHITE POPLAR	12	4/3	DW
11	POPALB	WHITE POPLAR	14	3/3	DW
12	POPALB	WHITE POPLAR	18/11/7	3/3	DW/ MULT STEMS
13	POPALB	WHITE POPLAR	12	3/2	
14	POPALB	WHITE POPLAR	14	3/2	
15	POPALB	WHITE POPLAR	16	3/3	
16	ACENEG	BOX ELDER	26	4/4	DW
17	POPDEL	COTTONWOOD	15	2/2	
18	ACENEG	BOX ELDER	12	3/3	DW
19	PRUSER	BLACK CHERRY	12	4/3	DW
20	MORALB	WHITE MULBERRY	19	3/3	DW
21	ACENEG	BOX ELDER	12/8/8/7	4/4	DW/ MULT STEMS
22	ACENEG	BOX ELDER	15/12	3/3	2 STEMS
23	ACENEG	BOX ELDER	16/13/12	3/3	DW/ MULT STEMS
24	PRUSER	BLACK CHERRY	13/6/7	5/4	DW/ MULT STEMS/ TOPPED
25	MORALB	WHITE MULBERRY	21/10	4/4	DW/ LEAN/ SPLIT/ 2 STEMS
26	MALPUM	APPLE	16	3/3	
27	MACPOM	OSAGE ORANGE	15	3/3	
28	PRUSER	BLACK CHERRY	16	4/3	DW
29	MACPOM	OSAGE ORANGE	12/12/9/6	3/3	MULTIPLE STEMS
30	PRUSER	BLACK CHERRY	14	3/2	
31	MACPOM	OSAGE ORANGE	12/12	3/3	DW/ 2 STEMS
32	MACPOM	OSAGE ORANGE	12	4/3	
33	MORALB	WHITE MULBERRY	20	3/2	
34	MACPOM	OSAGE ORANGE	12	2/3	
35	MORALB	WHITE MULBERRY	12/6/6/6	3/3	DW/ MULTIPLE STEMS
36	MACPOM	OSAGE ORANGE	10/12/10/8	2/3	MULTIPLE STEMS
37	MORALB	WHITE MULBERRY	13/8	3/2	2 STEMS
38	MORALB	WHITE MULBERRY	15/8	2/3	2 STEMS
39	MORALB	WHITE MULBERRY	15/10	3/3	2 STEMS
40	MORALB	WHITE MULBERRY	12/6/6/7	3/3	MULTIPLE STEMS
41	ACESAI	SILVER MAPLE	12/12/10/10/10	3/3	DW/ MULTIPLE STEMS
42	ACENEG	BOX ELDER	12	3/4	DW/ LEAN
43	MORALB	WHITE MULBERRY	13/6/6/5/7/4	4/3	DW/ MULTIPLE STEMS
44	ACENEG	BOX ELDER	13/12/12	4/4	DW/ LEAN/ MULT STEMS
45	ACENEG	BOX ELDER	13	3/3	DW
46	ACENEG	BOX ELDER	14	4/4	DW

47	ACENEG	BOX ELDER	12/12/6/6/7	4/3	DW/ MULTIPLE STEMS
48	ACENEG	BOX ELDER	12/12	4/3	DW/ 2 STEMS
49	ACENEG	BOX ELDER	13	3/3	
50	ACENEG	BOX ELDER	15	3/4	LEAN
51	ACENEG	BOX ELDER	15	3/3	DW
52	ACENEG	BOX ELDER	12/6	4/4	DW/ LEAN/ 2 STEMS
53	ACENEG	BOX ELDER	13/12	3/4	LEAN/ 2 STEMS
54	ACENEG	BOX ELDER	12/15/12/10	4/4	DW/ LEAN/ MULT STEMS
55	ACENEG	BOX ELDER	12	3/3	
56	ACENEG	BOX ELDER	13	4/3	DW
57	ACENEG	BOX ELDER	13/13/10	4/4	DW/ LEAN/ MULT STEMS
58	ACENEG	BOX ELDER	12/10	3/3	2 STEMS
59	ACENEG	BOX ELDER	12/9	4/3	DW/ LEAN/ 2 STEMS
60	ACENEG	BOX ELDER	12/12/6/10	3/3	DW/ LEAN/ MULT STEMS
61	ACENEG	BOX ELDER	12/10	3/3	2 STEMS
62	MORALB	WHITE MULBERRY	12	3/3	
63	ACENEG	BOX ELDER	12	4/3	DW
64	ACENEG	BOX ELDER	16/13	3/3	DW/ 2 STEMS
65	ACENEG	BOX ELDER	12	3/4	LEAN
66	ACENEG	BOX ELDER	13/8/9	3/4	DW/ LEAN/ MULT STEMS
67	MORALB	WHITE MULBERRY	13/14/3/4	3/3	MULTIPLE STEMS
68	ULMPUM	SIBERIAN ELM	14	4/3	DW
69	ACENEG	BOX ELDER	12	5/5	DW/ TOPPED
70	ACENEG	BOX ELDER	19/9	2/3	2 STEMS
71	ACENEG	BOX ELDER	13/12	3/3	DW/ 2 STEMS
72	ACENEG	BOX ELDER	24	3/3	
73	ACENEG	BOX ELDER	14/23	3/3	2 STEMS
74	ACENEG	BOX ELDER	12	3/3	
75	MORALB	WHITE MULBERRY	15/10/11	4/3	DW/ MULTIPLE STEMS
76	ACENEG	BOX ELDER	15	3/3	
77	ACENEG	BOX ELDER	13	4/3	DW
78	ACESAU	SUGAR MAPLE	12	3/3	
79	ACESAU	SUGAR MAPLE	19	2/2	
80	ACESAI	SILVER MAPLE	16	2/2	
81	ACESAU	SUGAR MAPLE	12	1/2	
82	MORALB	WHITE MULBERRY	40	1/2	
83	ACESAU	SUGAR MAPLE	20	1/1	
84	JUGNIG	BLACK WALNUT	21	3/3	
85	POPDEL	COTTONWOOD	44	1/1	
86	JUGNIG	BLACK WALNUT	21	4/3	DW
87	ACESAI	SILVER MAPLE	19	2/3	
88	JUGNIG	BLACK WALNUT	12	3/2	
89	ACESAU	SUGAR MAPLE	30	3/2	
90	ACESAU	SUGAR MAPLE	12	2/2	
91	MACPOM	OSAGE ORANGE	12	3/2	
92	MACPOM	OSAGE ORANGE	12	3/2	
93	MACPOM	OSAGE ORANGE	12	3/3	
94	PRUSER	BLACK CHERRY	13	3/3	
95	MACPOM	OSAGE ORANGE	12/10	3/3	2 STEMS
96	MACPOM	OSAGE ORANGE	15	3/3	LEAN
97	MACPOM	OSAGE ORANGE	12/11/8	3/4	MULT STEMS/ LEAN
98	MACPOM	OSAGE ORANGE	12	4/3	DW
99	MACPOM	OSAGE ORANGE	14/12	3/3	DW/ 2 STEMS
100	MACPOM	OSAGE ORANGE	15/10	2/3	2 STEMS
101	MACPOM	OSAGE ORANGE	16	3/2	
102	MACPOM	OSAGE ORANGE	15	3/3	
103	MACPOM	OSAGE ORANGE	16	2/2	
104	MACPOM	OSAGE ORANGE	12	3/3	
105	MACPOM	OSAGE ORANGE	12/13	4/3	DW/ 2 STEMS
106	ROBPSE	BLACK LOCUST	12	3/3	



107	ROBPSE	BLACK LOCUST	12	3/3	
108	ROBPSE	BLACK LOCUST	13	3/3	
109	ROBPSE	BLACK LOCUST	12	3/3	
110	ACENEG	BOX ELDER	16/15	4/3	DW/ 2 STEMS
111	ACENEG	BOX ELDER	13	3/3	
112	ACENEG	BOX ELDER	19	3/3	DW
113	MORALB	WHITE MULBERRY	16/12/6	3/3	MULTIPLE STEMS
114	MORALB	WHITE MULBERRY	17	3/3	
115	MORALB	WHITE MULBERRY	12/8	3/4	LEAN/ 2 STEMS
116	MORALB	WHITE MULBERRY	15/11	3/3	DW/ 2 STEMS
117	MORALB	WHITE MULBERRY	12/18/12/19/8	3/3	MULTIPLE STEMS
118	ACENEG	BOX ELDER	22	3/2	DW
119	JUGNIG	BLACK WALNUT	15	2/1	
120	ACESAI	SILVER MAPLE	27	2/3	
121	ACESAI	SILVER MAPLE	19	3/2	
122	QUEPAU	PIN OAK	27	3/1	
123	ACESAI	SILVER MAPLE	28/10/20/10	1/1	MULTIPLE STEMS
124	ACESAI	SILVER MAPLE	19/15/25/8	2/2	MULTIPLE STEMS
125	ACESAI	SILVER MAPLE	16/14	2/2	2 STEMS
126	MORALB	WHITE MULBERRY	21	4/3	
127	MORALB	WHITE MULBERRY	13	3/3	
128	CELOCC	HACKBERRY	12	2/1	
129	PRUSER	BLACK CHERRY	13	3/3	
130	ACENEG	BOX ELDER	13/7	3/3	2 STEMS
131	PRUSER	BLACK CHERRY	13	5/3	DW
132	CELOCC	HACKBERRY	16	2/2	
133	MORALB	WHITE MULBERRY	16	3/2	
134	PRUSER	BLACK CHERRY	18	5/4	DW
135	PRUSER	BLACK CHERRY	19/11	3/2	DW/ 2 STEMS
136	MORALB	WHITE MULBERRY	14/8	3/4	LEAN/ 2 STEMS
137	PRUSER	BLACK CHERRY	15	5/4	DW
138	ACESAU	SUGAR MAPLE	22	2/3	
139	ACESAU	SUGAR MAPLE	21	2/2	
140	ACESAU	SUGAR MAPLE	22	3/3	
141	GLETRI	HONEY LOCUST	22	3/3	
142	FRAAME	WHITE ASH	21	3/3	DW
143	MORALB	WHITE MULBERRY	12/10/8/6/8/11	3/3	MULTIPLE STEMS
144	POPDEL	COTTONWOOD	30	5/5	DW
145	GLETRI	HONEY LOCUST	23	4/3	DW
146	GLETRI	HONEY LOCUST	35	4/4	DW/ TOPPED
147	JUGNIG	BLACK WALNUT	15	2/2	
148	POPDEL	COTTONWOOD	36	3/2	
149	GLETRI	HONEY LOCUST	13	2/3	
150	GLETRI	HONEY LOCUST	14	2/3	
151	GLETRI	HONEY LOCUST	16	3/3	DW
152	GLETRI	HONEY LOCUST	17	3/3	DW
153	MORALB	WHITE MULBERRY	28	3/4	LEAN
154	GLETRI	HONEY LOCUST	25	3/2	
155	JUNVIC	RED CEDAR	19	3/4	TOPPED
156	ACESAU	SUGAR MAPLE	24	4/2	DW
157	ACESAU	SUGAR MAPLE	16	4/3	DW
158	ACESAU	SUGAR MAPLE	25	4/2	DW
159	ACESAU	SUGAR MAPLE	16	4/4	DW
160	ACESAU	SUGAR MAPLE	23	2/3	
161	ACESAU	SUGAR MAPLE	19	4/3	DW
162	ACESAU	SUGAR MAPLE	21	3/3	
163	ACESAU	SUGAR MAPLE	19	3/3	
164	ACESAU	SUGAR MAPLE	16	2/2	
165	ACESAU	SUGAR MAPLE	22	2/3	
166	DEAD	DEAD			

167	ACESAU	SUGAR MAPLE	26	1/2	
168	ACESAU	SUGAR MAPLE	26	3/3	DW
169	ACESAU	SUGAR MAPLE	28	3/2	
170	ACESAU	SUGAR MAPLE	16	5/4	DW/ TOPPED
171	ACESAU	SUGAR MAPLE	19	1/1	
172	ACESAU	SUGAR MAPLE	19	3/3	DW
173	PYRCOM	PEAR	13	5/5	DW/ TOPPED
174	JUGNIG	BLACK WALNUT	16	3/1	
175	JUGNIG	BLACK WALNUT	15	3/2	
176	JUGNIG	BLACK WALNUT	21	4/3	DW
177	JUGNIG	BLACK WALNUT	20	5/4	DW
178	JUGNIG	BLACK WALNUT	28	3/2	
179	JUGNIG	BLACK WALNUT	28	1/1	
180	JUGNIG	BLACK WALNUT	15	2/2	
181	JUGNIG	BLACK WALNUT	25	3/1	
182	SALBAB	WEeping WILLOW	19	5/5	DW/ SPLIT
183	MORALB	WHITE MULBERRY	12/10	2/3	2 STEMS
184	ULMPUM	SIBERIAN ELM	19	4/3	DW
185	ULMPUM	SIBERIAN ELM	16	3/3	DW
186	ULMPUM	SIBERIAN ELM	20	5/4	DW/ LEAN
187	ULMPUM	SIBERIAN ELM	29	3/2	DW
188	ULMPUM	SIBERIAN ELM	25	4/3	DW
189	ULMPUM	SIBERIAN ELM	13	3/3	
190	ULMPUM	SIBERIAN ELM	13/6	4/3	DW/ 2 STEMS
191	ULMPUM	SIBERIAN ELM	12	3/3	
192	ULMPUM	SIBERIAN ELM	12	4/3	DW
193	ULMPUM	SIBERIAN ELM	16	3/3	
194	ULMPUM	SIBERIAN ELM	13/10	2/3	2 STEMS
195	ULMPUM	SIBERIAN ELM	12	3/4	DW/ LEAN
196	ULMPUM	SIBERIAN ELM	12/11	4/4	DW/ LEAN/ 2 STEMS
197	ULMPUM	SIBERIAN ELM	21	4/3	DW
198	ULMPUM	SIBERIAN ELM	37	3/2	DW
199	ULMPUM	SIBERIAN ELM	15/5	3/3	2 STEMS
200	ULMPUM	SIBERIAN ELM	16	4/4	DW/ LEAN
201	ULMPUM	SIBERIAN ELM	12	3/3	
202	ULMPUM	SIBERIAN ELM	24	4/3	DW
203	ULMPUM	SIBERIAN ELM	14	3/4	LEAN
204	ULMPUM	SIBERIAN ELM	15	4/5	LEAN
205	ULMPUM	SIBERIAN ELM	13	3/3	
206	ULMPUM	SIBERIAN ELM	20	2/3	
207	ULMPUM	SIBERIAN ELM	21	3/3	DW
208	ULMPUM	SIBERIAN ELM	14	3/3	
209	ULMPUM	SIBERIAN ELM	19	2/3	
210	ULMPUM	SIBERIAN ELM	13	4/3	
211	ULMPUM	SIBERIAN ELM	12	5/5	DW/ LEAN
212	ULMPUM	SIBERIAN ELM	13	3/4	LEAN
213	ULMPUM	SIBERIAN ELM	15	3/3	
214	ULMPUM	SIBERIAN ELM	19	4/3	DW
215	ULMPUM	SIBERIAN ELM	14/13	3/3	2 STEMS
216	ULMPUM	SIBERIAN ELM	12	4/3	DW
217	ULMPUM	SIBERIAN ELM	16	4/4	DW/ LEAN
218	ULMPUM	SIBERIAN ELM	19	3/2	
219	ULMPUM	SIBERIAN ELM	22	3/3	
220	ULMPUM	SIBERIAN ELM	15	3/3	
221	ULMPUM	SIBERIAN ELM	16	4/3	
222	ULMPUM	SIBERIAN ELM	12	3/3	
223	ULMPUM	SIBERIAN ELM	27	3/2	
224	ULMPUM	SIBERIAN ELM	15/8	3/3	DW/ 2 STEMS
225	ULMPUM	SIBERIAN ELM	17	4/3	DW
226	ULMPUM	SIBERIAN ELM	13	3/2	DW

227	ULMPUM	SIBERIAN ELM	15	3/4	
228	ULMPUM	SIBERIAN ELM	16	3/3	
229	ULMPUM	SIBERIAN ELM	13/13	2/3	2 STEMS
230	ULMPUM	SIBERIAN ELM	16	2/3	
231	ULMPUM	SIBERIAN ELM	22/10	3/2	DW/ 2 STEMS
232	ULMPUM	SIBERIAN ELM	15/9	3/3	2 STEMS
233	ULMPUM	SIBERIAN ELM	12	3/2	
234	ULMPUM	SIBERIAN ELM	17	3/3	
235	ULMPUM	SIBERIAN ELM	19	3/4	
236	ACERUB	RED MAPLE	26	4/3	DW
237	ACERUB	RED MAPLE	25	3/3	DW
238	ACEPLA	NORWAY MAPLE	15	1/1	
239	PRUSER	BLACK CHERRY	15/16	3/3	DW/ 2 STEMS
240	PRUSER	BLACK CHERRY	13	3/3	
241	PRUSER	BLACK CHERRY	16	4/3	TRIMMED
242	PRUSER	BLACK CHERRY	12	3/3	
243	PRUSER	BLACK CHERRY	12/10	3/3	TRIMMED/ 2 STEMS
244	PRUSER	BLACK CHERRY	17/18	3/3	TRIMMED/ 2 STEMS
245	ACENEG	BOX ELDER	14/12/5	3/3	MULTIPLE STEMS
246	PRUSER	BLACK CHERRY	13	4/3	DW
247	PRUSER	BLACK CHERRY	13	4/3	DW
248	PRUSER	BLACK CHERRY	16	4/3	DW
249	MORALB	WHITE MULBERRY	12	3/2	
250	MORALB	WHITE MULBERRY	12/10/6/8/12	3/2	MULTIPLE STEMS
251	ACENEG	BOX ELDER	14	2/2	
252	PRUSER	BLACK CHERRY	13/14/9/10	3/3	MULTIPLE STEMS
253	ACENEG	BOX ELDER	19	2/1	
254	SALNIG	BLACK WILLOW	12	4/4	DW/ BURNED
255	PRUSER	BLACK CHERRY	13/12	3/3	2 STEMS
256	SALNIG	BLACK WILLOW	12/10	3/3	DW/ 2 STEMS
257	SALNIG	BLACK WILLOW	13/13/20	3/3	DW/ MULTIPLE STEMS
258	POPDEL	COTTONWOOD	18	2/2	
259	POPDEL	COTTONWOOD	18/10/7	2/2	MULTIPLE STEMS
260	POPDEL	COTTONWOOD	15	3/3	
261	POPDEL	COTTONWOOD	16	3/3	
262	POPDEL	COTTONWOOD	18	3/2	
263	POPDEL	COTTONWOOD	20	3/1	
264	SALNIG	BLACK WILLOW	17	3/3	DW
265	SALNIG	BLACK WILLOW	20/9	3/3	DW/ 2 STEMS
266	SALNIG	BLACK WILLOW	22	3/2	
267	SALNIG	BLACK WILLOW	13	5/4	DW/ LEAN
268	SALNIG	BLACK WILLOW	14	3/3	
269	SALNIG	BLACK WILLOW	13	3/3	
270	SALNIG	BLACK WILLOW	25	4/3	DW/ BURNED
271	SALNIG	BLACK WILLOW	21	3/3	DW
272	POPDEL	COTTONWOOD	19	3/2	
273	POPDEL	COTTONWOOD	17	3/3	
274	POPDEL	COTTONWOOD	16	3/3	
275	POPDEL	COTTONWOOD	13/16	3/3	2 STEMS
276	SALNIG	BLACK WILLOW	14	3/3	
277	POPDEL	COTTONWOOD	23	3/1	DW
278	POPDEL	COTTONWOOD	21	3/3	
279	POPDEL	COTTONWOOD	13/15/10/10	3/3	DW/ MULTIPLE STEMS
280	POPDEL	COTTONWOOD	14/16	2/3	2 STEMS
281	ACENEG	BOX ELDER	12/8	3/3	2 STEMS
282	POPDEL	COTTONWOOD	13	2/2	
283	POPDEL	COTTONWOOD	14/16/15/15	2/2	MULTIPLE STEMS
284	PRUSER	BLACK CHERRY	13/11	5/4	DEAD STEM/ 2 STEMS
285	POPDEL	COTTONWOOD	18	3/3	
286	POPDEL	COTTONWOOD	15	2/3	

287	POPDEL	COTTONWOOD	12/10	4/3	DW/ 2 STEMS
288	POPDEL	COTTONWOOD	25	3/2	DW
289	POPDEL	COTTONWOOD	12	2/3	
290	POPDEL	COTTONWOOD	12	3/3	
291	POPDEL	COTTONWOOD	17/15	3/3	2 STEMS
292	POPDEL	COTTONWOOD	15	3/3	
293	POPDEL	COTTONWOOD	20	2/3	
294	POPDEL	COTTONWOOD	13/6	3/2	2 STEMS
295	POPDEL	COTTONWOOD	12	3/3	
296	POPDEL	COTTONWOOD	17	3/3	
297	POPDEL	COTTONWOOD	14	2/2	
298	POPDEL	COTTONWOOD	14/9/5	3/3	MULTIPLE STEMS
299	POPDEL	COTTONWOOD	17/17	4/3	DW/ 2 STEMS
300	POPDEL	COTTONWOOD	18	2/3	
301	POPDEL	COTTONWOOD	20	3/3	
302	POPDEL	COTTONWOOD	15	3/3	LEAN
303	POPDEL	COTTONWOOD	38	3/3	
304	POPDEL	COTTONWOOD	19	3/3	
305	POPDEL	COTTONWOOD	18	3/3	DW
306	PRUSER	BLACK CHERRY	14/13	3/3	DW/ 2 STEMS
307	MORALB	WHITE MULBERRY	20/16	3/3	2 STEMS
308	PRUSER	BLACK CHERRY	12/9/6	3/3	MULTIPLE STEMS
309	PRUSER	BLACK CHERRY	12/10/5	4/3	MULTIPLE STEMS
310	PRUSER	BLACK CHERRY	13	3/3	
311	CELOCC	HACKBERRY	19	4/3	DW
312	MAL SPP.	APPLE SPECIES	16	4/3	
313	MAL SPP.	APPLE SPECIES	12/12	4/3	2 STEMS
314	POPDEL	COTTONWOOD	19	3/3	
315	POPDEL	COTTONWOOD	20	3/3	
316	POPDEL	COTTONWOOD	19	3/3	
317	SALNIG	BLACK WILLOW	13	3/4	LEAN
318	SALNIG	BLACK WILLOW	19	3/4	LEAN
319	POPDEL	COTTONWOOD	18/11	3/3	2 STEMS
320	POPDEL	COTTONWOOD	13/12/18/10	3/3	MULTIPLE STEMS
321	MORALB	WHITE MULBERRY	16	2/2	
322	MORALB	WHITE MULBERRY	16/9/8/9/7	3/3	MULTIPLE STEMS
323	PRUSER	BLACK CHERRY	14	4/4	DW/ LEAN
324	MORALB	WHITE MULBERRY	16/8	3/3	2 STEMS
325	PRUSER	BLACK CHERRY	12/10/10/11/9.	3/3	DW/ MULTIPLE STEMS
326	PRUSER	BLACK CHERRY	12/5/7/5	4/3	DW/ MULTIPLE STEMS
327	ULPUM	SIBERIAN ELM	12	3/3	
328	ULPUM	SIBERIAN ELM	16	5/4	DW/ DEAD STEM
329	ULPUM	SIBERIAN ELM	17/10	4/4	DW/ 2 STEMS
330	ULPUM	SIBERIAN ELM	16	3/3	
331	ULPUM	SIBERIAN ELM	19	4/3	DW
332	PINRES	RED PINE	12	4/4	DW
333	ACENEG	BOX ELDER	16	3/4	LEAN
334	ULPUM	SIBERIAN ELM	18	4/3	DW
335	ACENEG	BOX ELDER	16	14	3/3
336	ACENEG	BOX ELDER	15	3/3	DW
337	PINRES	RED PINE	12	5/4	DW
338	PINRES	RED PINE	12	4/4	DW
339	PINRES	RED PINE	13	4/3	DW
340	ULPUM	SIBERIAN ELM	14	3/3	
341	PINRES	RED PINE	12	4/3	DW
342	ULMAME	AMERICAN ELM	13	3/3	
343	ULPUM	SIBERIAN ELM	12	4/3	
344	PINRES	RED PINE	12/8/12	4/3	DW/ MULTIPLE STEMS
345	ULPUM	SIBERIAN ELM	13	3/3	
346	PINRES	RED PINE	12/9	5/4	DW/ 2 STEMS

347	PINRES	RED PINE	12	5/4	DW
348	PINRES	RED PINE	13	5/4	DW
349	PINRES	RED PINE	15	5/3	DW
350	PINRES	RED PINE	13	5/5	DW
351	PINRES	RED PINE	12/12	4/4	DW/ 2 STEMS
352	ACENEG	BOX ELDER	16	3/3	
353	ACENEG	BOX ELDER	12/11/6/5	4/4	DW/ LEAN/ MULT STEMS
354	PINRES	RED PINE	13	5/4	DW
355	PINRES	RED PINE	15	5/4	DW
356	ULMPUM	SIBERIAN ELM	12	3/3	
357	ULMPUM	SIBERIAN ELM	14	3/3	
358	ULMPUM	SIBERIAN ELM	12	3/3	
359	ACENEG	BOX ELDER	18	3/2	
360	ULMPUM	SIBERIAN ELM	22	4/5	TRIMMED
361	SALBAB	WEeping WILLOW	35	3/3	
362	CATSPE	CATALPA	24	2/3	
363	ACENEG	BOX ELDER	25	3/3	
364	ACENEG	BOX ELDER	13	4/4	DW
365	MORALB	WHITE MULBERRY	13/15/11	3/3	MULTIPLE STEMS
366	ACENEG	BOX ELDER	12	3/4	LEAN
367	ACENEG	BOX ELDER	18	2/2	
368	ACENEG	BOX ELDER	12	3/3	
369	ACENEG	BOX ELDER	19	3/3	
370	ACENEG	BOX ELDER	13	3/3	
371	ACENEG	BOX ELDER	12	3/3	DW
372	ACENEG	BOX ELDER	21	3/3	
373	ACENEG	BOX ELDER	18	4/5	DW/ LEAN
374	ACENEG	BOX ELDER	18/19	4/3	DW/ 2 STEMS
375	ACENEG	BOX ELDER	13	4/4	DW/ LEAN
376	CATSPE	CATALPA	12	4/4	DW
377	CATSPE	CATALPA	18	5/4	DW
378	ACENEG	BOX ELDER	15/12	2/3	2 STEMS
379	ACENEG	BOX ELDER	26	5/5	DW/ STEM ROT
380	ACENEG	BOX ELDER	18	4/3	DW
381	ACESAI	SILVER MAPLE	18	4/3	DW
382	MORALB	WHITE MULBERRY	38	1/2	
383	POPDEL	COTTONWOOD	29	5/4	DW
384	ACESAU	SUGAR MAPLE	13	2/3	
385	ACESAU	SUGAR MAPLE	12/10	2/3	2 STEMS
386	ULMPUM	SIBERIAN ELM	12	3/3	
387	MORALB	WHITE MULBERRY	14	2/3	
388	ULMPUM	SIBERIAN ELM	17	3/3	
389	MORALB	WHITE MULBERRY	12/10	2/2	2 STEMS
390	ULMPUM	SIBERIAN ELM	14	3/3	
391	ULMPUM	SIBERIAN ELM	12	3/2	DW
392	ULMPUM	SIBERIAN ELM	12	3/3	DW
393	ULMPUM	SIBERIAN ELM	12	3/3	
394	ULMPUM	SIBERIAN ELM	12	3/3	
395	ULMPUM	SIBERIAN ELM	15	3/3	DW
396	ULMPUM	SIBERIAN ELM	15	3/3	
397	ULMPUM	SIBERIAN ELM	12	3/3	DW
398	ULMPUM	SIBERIAN ELM	8/13	3/3	2 STEMS
399	ULMPUM	SIBERIAN ELM	21	3/3	DW
400	ULMPUM	SIBERIAN ELM	15	3/3	DW
401	ULMPUM	SIBERIAN ELM	19	4/3	DW
402	ACEPLA	NORWAY MAPLE	21	2/1	
403	ACEPLA	NORWAY MAPLE	20	2/2	
404	FRAAME	WHITE ASH	18	3/2	
405	FRAAME	WHITE ASH	12	4/3	DW
406	FRAAME	WHITE ASH	12/10	4/4	DW/ TOPPED/ 2 STEMS

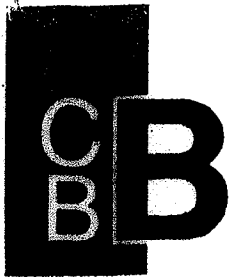
407	FRAAME	WHITE ASH	20	3/2	
408	FRAAME	WHITE ASH	20	3/3	DW
409	FRAAME	WHITE ASH	21	4/3	DW
410	FRAAME	WHITE ASH	12/12	3/3	2 STEMS
411	FRAAME	WHITE ASH	22	4/2	DW
412	FRAAME	WHITE ASH	15/14/10/12/11/10	3/3	MULTIPLE STEMS
413	FRAAME	WHITE ASH	17	3/2	DW
414	FRAAME	WHITE ASH	15	3/2	DW
415	FRAAME	WHITE ASH	12	4/3	DW
416	FRAAME	WHITE ASH	17	3/2	DW
417	FRAAME	WHITE ASH	12	3/3	
418	FRAAME	WHITE ASH	13	3/3	
419	FRAAME	WHITE ASH	13	3/3	
420	DEAD	DEAD			
421	FRAAME	WHITE ASH	14	4/4	DW
422	FRAAME	WHITE ASH	16	2/3	
423	FRAAME	WHITE ASH	18	3/3	DW
424	PRUSER	BLACK CHERRY	12	5/4	DW
425	FRAAME	WHITE ASH	12	5/4	DW
426	FRAAME	WHITE ASH	15	4/3	DW
427	FRAAME	WHITE ASH	14/7	4/4	DW/ LEAN/ 2 STEMS
428	FRAAME	WHITE ASH	16	4/2	DW
429	FRAAME	WHITE ASH	12/11	4/4	DW/ 2 STEMS
430	FRAAME	WHITE ASH	13	3/3	DW
431	JUGNIG	BLACK WALNUT	13/12/12	1/2	MULTIPLE STEMS
432	JUGNIG	BLACK WALNUT	15/4	2/2	2 STEMS
433	ACENEG	BOX ELDER	15	4/5	DW/ FALLEN
434	ACENEG	BOX ELDER	14	3/3	
435	PRUSER	BLACK CHERRY	14	3/2	
436	FRAAME	WHITE ASH	19	3/1	DW
437	FRAAME	WHITE ASH	19	2/2	
438	FRAAME	WHITE ASH	13	2/2	
439	FRAAME	WHITE ASH	13	3/2	DW
440	FRAAME	WHITE ASH	13	4/3	DW
441	FRAAME	WHITE ASH	14	4/3	DW
442	FRAAME	WHITE ASH	12	4/4	DW
443	FRAAME	WHITE ASH	13	4/3	DW
444	FRAAME	WHITE ASH	22	4/2	DW
445	FRAAME	WHITE ASH	15	3/3	
446	FRAAME	WHITE ASH	12	4/3	DW
447	FRAAME	WHITE ASH	12	3/3	DW
448	JUGNIG	BLACK WALNUT	12	3/3	
449	ACENEG	BOX ELDER	18	3/3	
450	FRAAME	WHITE ASH	12	4/3	DW
451	FRAAME	WHITE ASH	14	3/3	DW
452	MALPUM	APPLE	12/10	3/4	DW/ 2 STEMS
453	MALPUM	APPLE	12/5	4/4	DW/ 2 STEMS
454	FRAAME	WHITE ASH	12	3/3	
455	FRAAME	WHITE ASH	13	3/3	
456	ACENEG	BOX ELDER	12	3/3	
457	ACESAI	SILVER MAPLE	12	2/2	
458	FRAPES	GREEN ASH	12/6	3/3	2 STEMS
459	FRAPES	GREEN ASH	12	3/3	
460	FRAAME	WHITE ASH	12	3/3	
461	PRUSER	BLACK CHERRY	12/10/13	3/3	DW/ MULTIPLE STEMS
462	FRAAME	WHITE ASH	12	4/3	DW
463	FRAAME	WHITE ASH	13	2/3	
464	FRAAME	WHITE ASH	12	4/3	DW
465	MALPUM	APPLE	14	4/3	DW
466	MALPUM	APPLE	13	4/3	DW

467	FRAAME	WHITE ASH	12	3/3	
468	MALPUM	APPLE	12/12/9	3/3	DW/ MULTIPLE STEMS
469	MALPUM	APPLE	14	3/3	DW
470	FRAAME	WHITE ASH	13	4/4	DW/ LEAN
471	MORALB	WHITE MULBERRY	12	4/4	DW
472	PRUSER	BLACK CHERRY	13/6	4/3	DW/ 2 STEMS
473	MORALB	WHITE MULBERRY	30	3/3	
474	FRAAME	WHITE ASH	13	4/3	DW
475	PRUSER	BLACK CHERRY	13	3/4	LEAN
476	FRAAME	WHITE ASH	12	3/3	
477	MALPUM	APPLE	13/11/5/5	3/3	MULTIPLE STEMS
478	PRUSER	BLACK CHERRY	13/10/17	3/3	DW/ MULTIPLE STEMS
479	ULMPUM	SIBERIAN ELM	14	3/3	
480	MACPOM	OSAGE ORANGE	15/7/7/7/12/10/15	3/3	MULTIPLE STEMS
481	MACPOM	OSAGE ORANGE	12/10/10/9/11	3/3	MULTIPLE STEMS
482	MACPOM	OSAGE ORANGE	13/11/6/15	3/3	MULTIPLE STEMS
483	MACPOM	OSAGE ORANGE	15/5	3/3	2 STEMS
484	MACPOM	OSAGE ORANGE	13/11/10/10	3/3	MULTIPLE STEMS
485	MORALB	WHITE MULBERRY	12/12/6/6/9	3/3	MULTIPLE STEMS
486	POPDEL	COTTONWOOD	21/22	3/1	2 STEMS

**LEGEND**

DW - DEADWOOD

**BOLD** - TREE OF SIGNIFICANCE



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road • Suite 600 • Rosemont, Illinois 60018-4920 • TEL (847) 823-0500 • FAX (847) 823-0520

June 12, 2006

The Alter Group  
5500 West Howard Street  
Skokie, Illinois 60077

Attention: Margaret Blum

Subject: Professional Tree Inventory of the Beelow Property, Grayslake, Lake  
County, Illinois  
(CBBEL Project No. 06-370)

Dear Ms. Blum:

As requested, on June 7, 2006, Christopher B. Burke Engineering, Ltd. (CBBEL) completed the identification and tagging of all trees greater than or equal to 12" diameter at breast height found within the subject site in Lake County, Illinois. A complete tree inventory is included with this letter report listing size, species, condition, form and general comments regarding the quality of the identified trees. A total of 70 trees greater than or equal to 12" diameter at breast height were identified within the study area.

The following information discusses the rating scale in the Condition/ Form column of the Tree Inventory Report.

We also noted 10 higher quality, significant trees greater than or equal to 24" diameter at breast height. These higher quality trees are noted in bold text on the inventory list.

During the tree survey, each tree was evaluated on a scale rating from 1 – 5. These ratings were based on general observations at the time of the inventory. A rating of 5 (poor) has the lowest value in terms of protection or preservation. A rating of 1 (excellent) has the highest value and are the highest quality trees found.

For example:

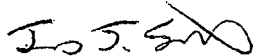
- A. (5 = worst condition) A rating of 5 was given to a tree that has significant deadwood, bad sweep or lean, disease or damage by insect pests and larvae, lightning damage, split, or other physical damage.



- B. (4 = bad condition) A rating of 4 was given to a tree that has some deadwood, minor sweep or lean, distorted shape, trunk or bark damage, multiple stems, or poor physical quality.
- C. (3 = typical condition) A rating of 3 was given to a tree that is average in condition, form, physical state, appearance, and health.
- D. (2 = above average) A rating of 2 was given to a tree that has little or no damage, sound, good shape and form, and is good in overall physical quality.
- E. (1 = excellent condition) A rating of 1 was given to a tree that is excellent in appearance, condition and form, balanced branching and healthy. In our opinion, a tree worth preserving.

Please feel free to contact us with any questions or comments you may have.

Sincerely,



James J. Scott, CPESC  
Environmental Resources Specialist

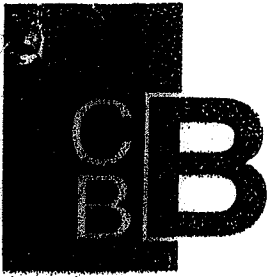
TREE INVENTORY LISTING  
 BEELOW PROPERTY, GRAYSLAKE, LAKE COUNTY, ILLINOIS  
 CBBEL PROJECT NO. 06-370

NOTES:

1. SURVEY INCLUDES TREES GREATER THAN OR EQUAL TO 12" DBH  
 COMPLETED BY CBBEL STAFF ON JUNE 7, 2006
2. VALUES ASSIGNED FOR CONDITION AND FORM OF TREES ARE SHOWN  
 IN RIGHT COLUMN BELOW. RATINGS ARE BASED ON GENERAL OBSERVATIONS  
 AND ON A SCALE OF 1 (EXCELLENT) TO 5 (POOR).

Tag No.	Genus	Epithet	Common Name	DBH (inches)	Condition	Form	Comments
1501	Maclura	pomifera	Osage Orange	17	3	3	
1502	Maclura	pomifera	Osage Orange	12	4	3	deadwood
1503	Maclura	pomifera	Osage Orange	13	3	3	
1504	Maclura	pomifera	Osage Orange	13	3	3	
1505	Maclura	pomifera	Osage Orange	15	3	3	
1506	Maclura	pomifera	Osage Orange	12	3	4	leaning
1507	Maclura	pomifera	Osage Orange	15	3	4	leaning
1508	Maclura	pomifera	Osage Orange	13	4	3	leaning
1509	Maclura	pomifera	Osage Orange	12/15/14/17	3	3	
1510	Maclura	pomifera	Osage Orange	18/13	4	4	deadwood
1511	Maclura	pomifera	Osage Orange	12	3	3	
1512	Maclura	pomifera	Osage Orange	20	3	3	
1513	Maclura	pomifera	Osage Orange	12	3	3	
1514	Maclura	pomifera	Osage Orange	12/15	3	3	
1515	Maclura	pomifera	Osage Orange	12	3	3	
1516	Maclura	pomifera	Osage Orange	13	3	3	
1517	Maclura	pomifera	Osage Orange	12	3	5	leaning
1518	Maclura	pomifera	Osage Orange	13	4	3	deadwood
1519	Maclura	pomifera	Osage Orange	14	3	4	leaning
1520	Maclura	pomifera	Osage Orange	12	3	3	
1521	Maclura	pomifera	Osage Orange	19/18	3	3	
1522	Maclura	pomifera	Osage Orange	13	5	3	deadwood
1523	Maclura	pomifera	Osage Orange	15	3	4	leaning
1524	Maclura	pomifera	Osage Orange	22/12	3	3	
1525	Maclura	pomifera	Osage Orange	12/15	3	3	
1526	Morus	alba	White Mulberry	13/12	4	4	deadwood
1527	Maclura	pomifera	Osage Orange	20/15	3	3	leaning
1528	Maclura	pomifera	Osage Orange	19	3	3	
1529	Maclura	pomifera	Osage Orange	21/12	3	3	
1530	Maclura	pomifera	Osage Orange	36/24	3	3	
1531	Maclura	pomifera	Osage Orange	12	3	3	
1532	Maclura	pomifera	Osage Orange	12/15	3	3	
1533	Maclura	pomifera	Osage Orange	12	3	4	leaning
1534	Acer	negundo	Box Elder	13	3	3	
1535	Gleditsia	triacanthos	Honey Locust	23	3	3	
1536	Gleditsia	triacanthos	Honey Locust	13	3	3	
1537	Acer	saccharinum	Silver Maple	17/15	3	3	
1538	Acer	negundo	Box Elder	12	4	4	deadwood
1539	Acer	saccharinum	Silver Maple	12	3	3	
1540	Acer	saccharinum	Silver Maple	15	3	3	

1541	Juglans	nigra	Black Walnut	16	1	2	
<b>1542</b>	<b>Catalpa</b>	<b>speciosa</b>	<b>Hardy Catalpa</b>	<b>40</b>	2	2	
1543	Malus	ioensis	Apple	14	4	3	hollow
1544	Morus	alba	White Mulberry	23	3	3	
1545	Pinus	resinosa	Red Pine	20	3	3	
1546	Ailanthus	altissima	Tree Of Heaven	12	3	3	
<b>1547</b>	<b>Acer</b>	<b>saccharinum</b>	<b>Silver Maple</b>	<b>25</b>	3	3	
<b>1548</b>	<b>Catalpa</b>	<b>speciosa</b>	<b>Hardy Catalpa</b>	<b>39</b>	3	3	
1549	Ailanthus	altissima	Tree Of Heaven	13	3	3	
1550	Acer	saccharinum	Silver Maple	15/12	3	3	
1551	Malus	ioensis	Apple	19	3	3	
1552	Malus	ioensis	Apple	12	3	3	
<b>1553</b>	<b>Acer</b>	<b>saccharinum</b>	<b>Silver Maple</b>	<b>44</b>	3	3	
1554	Acer	saccharinum	Silver Maple	23	3	3	
<b>1555</b>	<b>Acer</b>	<b>saccharinum</b>	<b>Silver Maple</b>	<b>40</b>	3	3	
<b>1556</b>	<b>Acer</b>	<b>saccharinum</b>	<b>Silver Maple</b>	<b>54</b>	3	3	
1557	Pyrus	communis	Pear	19	3	3	
1558	Acer	saccharinum	Silver Maple	15	3	4	leaning
<b>1559</b>	<b>Acer</b>	<b>saccharinum</b>	<b>Silver Maple</b>	<b>32</b>	3	3	
1560	Acer	saccharinum	Silver Maple	21	4	3	deadwood
<b>1561</b>	<b>Acer</b>	<b>saccharinum</b>	<b>Silver Maple</b>	<b>26</b>	4	4	deadwood
1562	Acer	saccharinum	Silver Maple	19	4	3	deadwood
1563	Acer	saccharinum	Silver Maple	23	3	3	
1564	Acer	saccharinum	Silver Maple	12/12	3	3	
1565	Acer	saccharinum	Silver Maple	13	4	4	deadwood
1566	Acer	saccharinum	Silver Maple	23	3	3	
<b>1567</b>	<b>Acer</b>	<b>saccharinum</b>	<b>Silver Maple</b>	<b>25</b>	3	3	
<b>1568</b>	<b>Acer</b>	<b>saccharinum</b>	<b>Silver Maple</b>	<b>38</b>	4	4	split, deadwood
1569	Acer	saccharinum	Silver Maple	12/12	3	3	
1570	Acer	saccharinum	Silver Maple	20	4	3	deadwood



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

July 6, 2007

The Alter Group  
5500 West Howard Street  
Skokie, Illinois 60077

Attention: Margaret Blum

Subject: Professional Tree Survey of the Titus Property, Lake County, Illinois  
(CBBEL Project No. 04-390)

Dear Ms. Blum:

As requested, on July 5, 2007, Christopher B. Burke Engineering, Ltd. (CBBEL) completed the identification and tagging of all trees greater than or equal to 12" diameter at breast height found within the Titus property in Lake County, Illinois. A complete tree inventory is included with this letter report listing size, species, condition, form and general comments regarding the quality of the identified trees.

We also noted 1 high quality, significant tree greater than 24" diameter at breast height. This high quality tree is noted in bold text on the inventory list.

During the tree survey, each tree was evaluated on a scale rating from 1 – 5. These ratings were based on general observations at the time of the inventory. A rating of 5 (poor) has the lowest value in terms of protection or preservation. A rating of 1 (excellent) has the highest value and are the highest quality trees found.

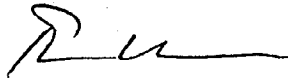
For example:

- A. (5 = worst condition) A rating of 5 was given to a tree that has significant deadwood, bad sweep or lean, disease or damage by insect pests and larvae, lightning damage, split, or other physical damage.
- B. (4 = bad condition) A rating of 4 was given to a tree that has some deadwood, minor sweep or lean, distorted shape, trunk or bark damage, multiple stems, or poor physical quality.
- C. (3 = typical condition) A rating of 3 was given to a tree that is average in condition, form, physical state, appearance, and health.

- D. (2 = above average) A rating of 2 was given to a tree that has little or no damage, sound, good shape and form, and is good in overall physical quality.
- E. (1 = excellent condition) A rating of 1 was given to a tree that is excellent in appearance, condition and form, balanced branching and healthy. In our opinion, a tree worth preserving.

Please feel free to contact us with any questions or comments you may have.

Sincerely,



Thomas McArdle  
Manager, Environmental Resources Department

TREE INVENTORY LISTING  
TITUS PROPERTY, LAKE COUNTY, ILLINOIS  
CBBEL PROJECT NO. 04-390

NOTE:

1. SURVEY INCLUDES TREES GREATER THAN OR EQUAL TO 12" DBH BY CBBEL STAFF ON JULY 5, 2007
2. VALUES ASSIGNED FOR CONDITION AND FORM OF TREES ARE SHOWN IN RIGHT COLUMN BELOW. RATINGS ARE BASED ON GENERAL OBSERVATIONS AND ON A SCALE OF 1 (EXCELLENT) TO 5 (POOR).

TAG NO.	BOTANICAL CODE	COMMON NAME	SIZE (inches)	CONDITION FORM	COMMENTS
1201	ACSAI	SILVER MAPLE	26	3/4	MULTIPLE STEMS
1202	PIAB	WHITE SPRUCE	12	2/2	
1203	PIAB	WHITE SPRUCE	12	2/2	
1204	PIAB	WHITE SPRUCE	12	2/3	
1205	PIAB	WHITE SPRUCE	13	2/2	
1206	PIAB	WHITE SPRUCE	12	2/2	
1207	PIAB	WHITE SPRUCE	13	2/3	
1208	PIAB	WHITE SPRUCE	12	2/2	
1209	MOAL	WHITE MULBERRY	12	3/3	LEAN
1210	PIAB	WHITE SPRUCE	12	2/2	
1211	PIAB	WHITE SPRUCE	13	2/3	
1212	PIAB	WHITE SPRUCE	12	3/2	
1213	PIAB	WHITE SPRUCE	12	2/2	
1214	PIAB	WHITE SPRUCE	12	2/2	
1215	PIAB	WHITE SPRUCE	13	2/2	
1216	PIAB	WHITE SPRUCE	12	2/2	
1217	PIAB	WHITE SPRUCE	12	2/3	
1218	PIAB	WHITE SPRUCE	12	2/2	
1219	PIPU	BLUE SPRUCE	13	2/2	
1220	PIPU	BLUE SPRUCE	12	2/3	
1221	PIAB	WHITE SPRUCE	13	2/3	
1222	PIAB	WHITE SPRUCE	13	2/2	
1223	PIAB	WHITE SPRUCE	12	2/2	
1224	PIAB	WHITE SPRUCE	14	2/3	
1225	PIAB	WHITE SPRUCE	12	2/3	
1226	PIAB	WHITE SPRUCE	12	2/3	
1227	PIAB	WHITE SPRUCE	13	2/2	
1228	MOAL	WHITE MULBERRY	12	3/3	LEAN
1229	PIAB	WHITE SPRUCE	12	2/2	
1230	MOAL	WHITE MULBERRY	12	3/3	LEAN
1231	PIPU	BLUE SPRUCE	12	2/2	
1232	PIPU	BLUE SPRUCE	12	2/2	
1233	PIPU	BLUE SPRUCE	12	2/2	
1234	PIAB	WHITE SPRUCE	13	2/2	



3 D D E S I G N S T U D I O

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## MEMORANDUM

**DATE:** November 6, 2008  
**TO:** Kirk Smith  
**FROM:** Dan Dalziel  
**SUBJECT:** Alter Group - Cornerstone Development Landscape Review

On October 13<sup>th</sup>, 2008, we were requested to review the proposed development site and plan submitted by The Alter Group for the purpose of tree preservation. We received the "Pattern Book" prepared by The Alter Group outlining the proposed Cornerstone Development. The proposed development is a large scale mixed use development generally bounded by Illinois Route 83 to the east, bisected by Peterson Road and Alleghany Road and a small portion of the site is bounded by Winchester Road to the south. We were supplied three Tree Survey memos prepared by Christopher B. Burke Engineering, LTD., dated October 3, 2005, June 12, 2006, and July 6, 2007. We also received a Tree Survey Exhibit showing the general locations for those trees, prepared by Spaceco, Inc., and dated August 8<sup>th</sup>, 2008.

### **PROJECT UNDERSTANDING:**

3D Design Studio has been requested to review and comment on the existing vegetation, specifically the significant trees within the site for potential tree preservation. On October 2<sup>nd</sup>, 2008, we visited and photographed portions of the site with a copy of the Spaceco Tree Survey Exhibit. There are several areas of significant stands of mature trees within the property. We have designated these areas on the attached plans and will comment on each area individually.

We understand that The Alter Group's Cornerstone Development is in a preliminary stage of planning and as further refinements become available, we will be able to provide more specific recommendations for the

preservation of high quality trees on the site. Additionally, we understand the Lake County Department of Transportation has future plans to widen Peterson Road and realign Winchester Road. There are a number of large caliper trees that appear to be "on the property", but may actually be within each of these Rights-of-Way that may be negatively impacted when this work is done. In addition, the development site has specific access points designated by Lake County DOT that will impact a portion of one significant stand of mature trees along Peterson Road.

In reviewing the Christopher B. Burke, LTD tree survey memos, they identified 590 trees within the site of 12" caliper or greater. Of these, 234 are species that would be considered "prohibited" by the Village within its own Tree Ordinance. Another 190 of these trees should be considered "undesirable" from a landscape aesthetic standpoint (Siberian Elm, Osage Orange, Catalpa, etc.). 52 of the remaining trees are Ash trees, which are ultimately anticipated to be destroyed by the Ash Borer that is spreading across the Midwest. Two trees are dead and 29 more are in poor condition and/or shape per Christopher B. Burke interpretation. This leaves 83 trees greater than 12" diameter and some of these are within the right-of-ways described above.

#### **TREE PRESERVATION RECOMMENDATIONS:**

Once preliminary engineering drawings have been prepared, the developer should re-submit a plan indicating each significant tree individually on the survey with the corresponding TAG number and whether it is to remain or be removed. The following outlines preliminary recommendations for specific tree preservation planning to be incorporated into the development of this site. Each "Area" referenced below is delineated on the attached plans, and each numbered comment under each area is shown for reference.

#### **AREA 1:**

1. The developer shall take special precautions and care to preserve as many trees as possible between TAG# 404 - 479. We acknowledge that the current development plan currently indicates a majority of these trees being preserved, but also realize that the western edge of this stand lies where Lake County DOT



has mandated their Peterson Road access point for the Cornerstone Development. Take particular care in the engineering and grading design of this entry to accommodate as many of the large significant trees on the western edge as possible.

2. The trees located on the west property line (TAGS# 323-331) should be preserved as a screening buffer. Though a number of these trees would not be allowed for installation, they create a dense "green screen" along this property line. Once a detailed landscape plan is submitted, more specific preservation recommendations will be made.

**AREA 2:**

1. The developer shall take care to preserve as many trees as possible along the north edge of the proposed detention area. All wetland and wetland buffer vegetation should be preserved.

**AREA 3:**

1. The Developer shall preserve as many Sugar Maples as possible between TAG# 160-172. Consider installing a landscaped meandering berm along Peterson Road, but incorporate as many of the existing Sugar Maples as possible.
2. Currently there are large Honey Locust and Cottonwoods within the area identified by TAG# 143-155. These trees offer significant size and buffering and should be incorporated into the ultimate landscape plan.

**AREA 4:**

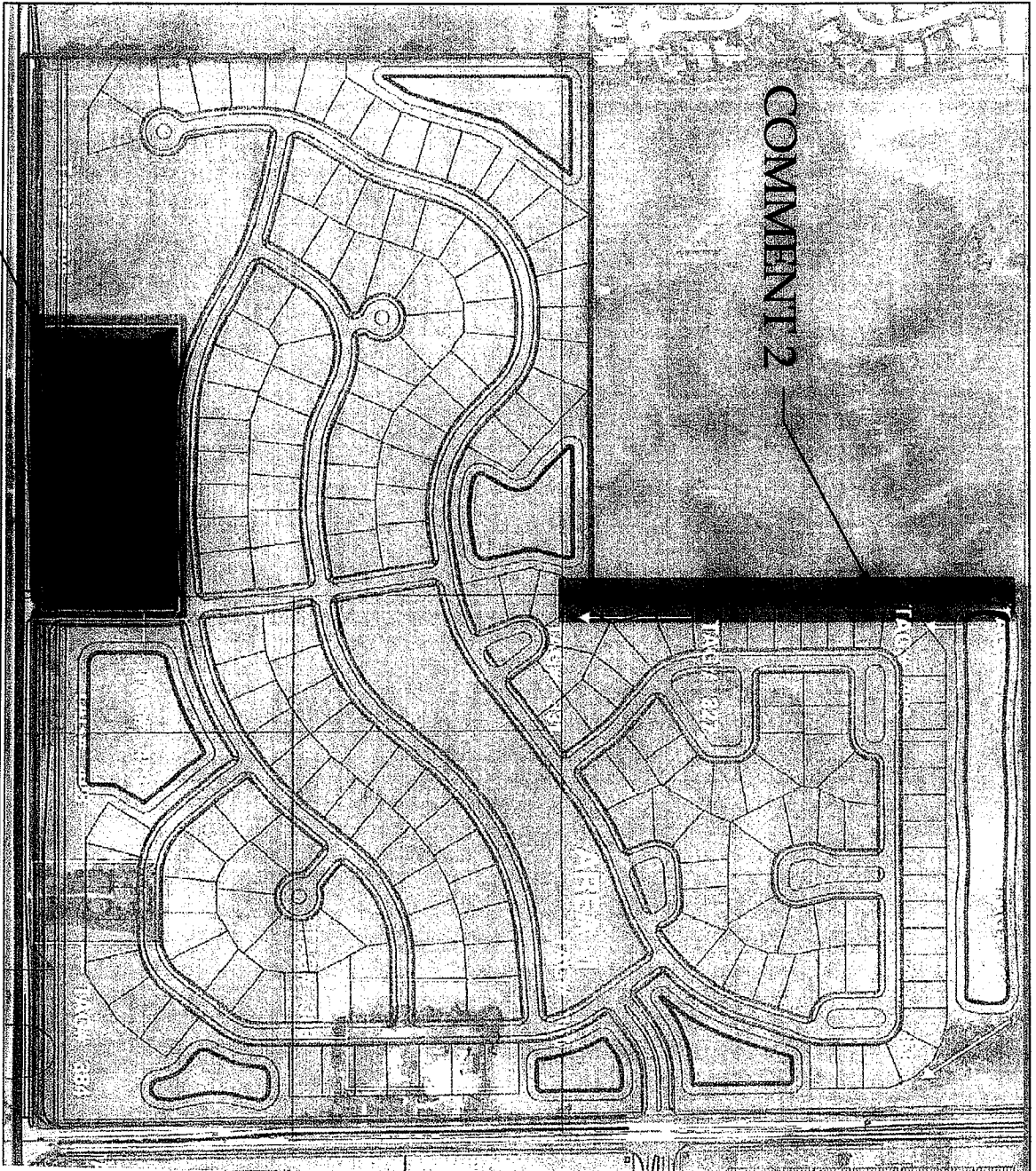
1. The hedge row along the property line should be preserved until Lake County DOT extends Winchester Road. The row has significantly sized Silver Maples and Cottonwoods that would benefit the residents with screening and a "green backdrop".
2. Design the detention basin in a configuration to protect many of the large, higher quality Honey Locust and Silver Maples. Some of these trees can create a distinctive "established" appearance to the proposed entry development from Peterson Road.

**AREA 5:**

1. The White and Blue Spruce in the area of TAG 1202 - 1234 shall be preserved as screening for the perimeter of the site. These trees are in good condition and provide screening from the industrial development to the north and Rt. 83 to the west.

As more detailed engineering plans become available we will be able to give more specific comments and recommendations for the overall landscape planting and appearance for the site.

# CORNERSTONE DEVELOPMENT - AREA 1 COMMENTS



COMMENT 1

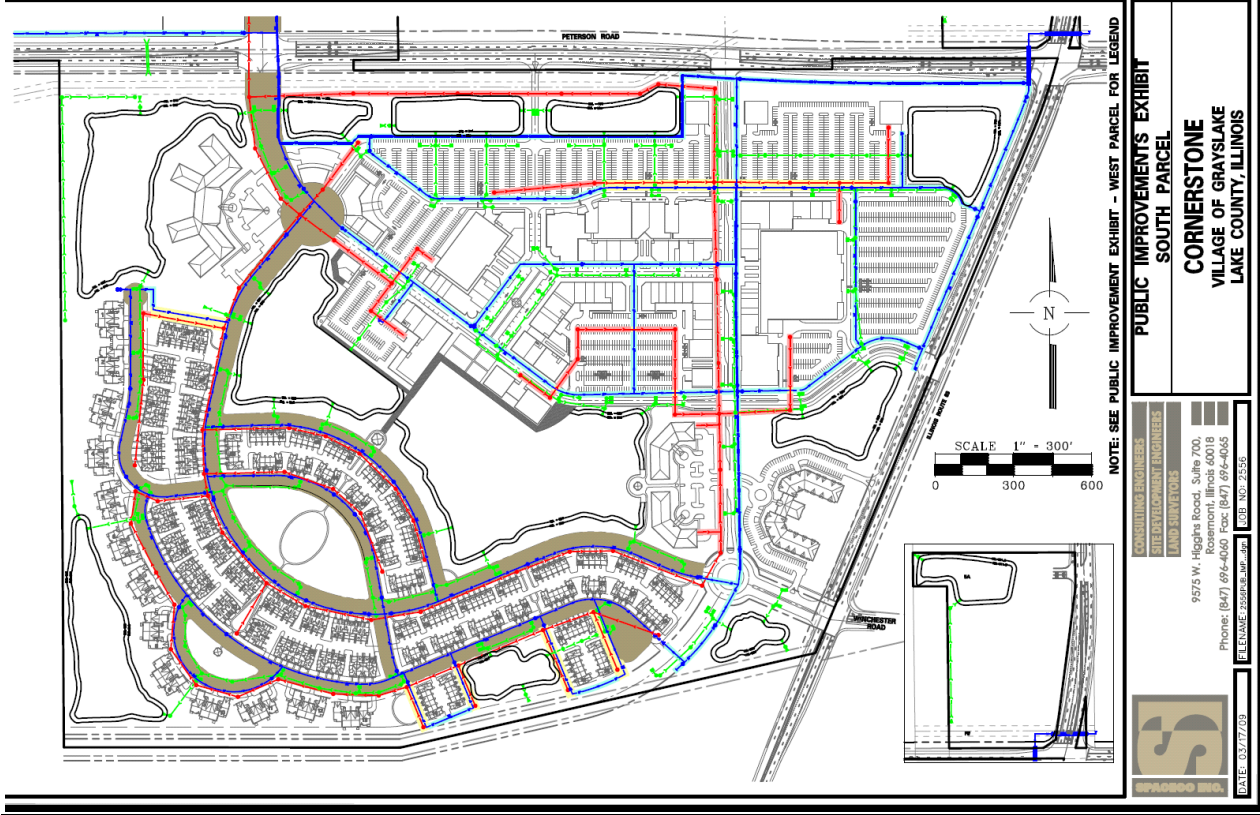
COMMENT 2

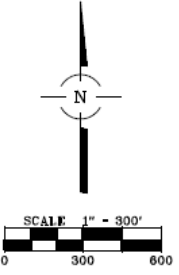


529 N. BARRON BLVD.  
GRAND LAKE, IL 60030  
847.223.1891 (FAX)  
info@312development.com

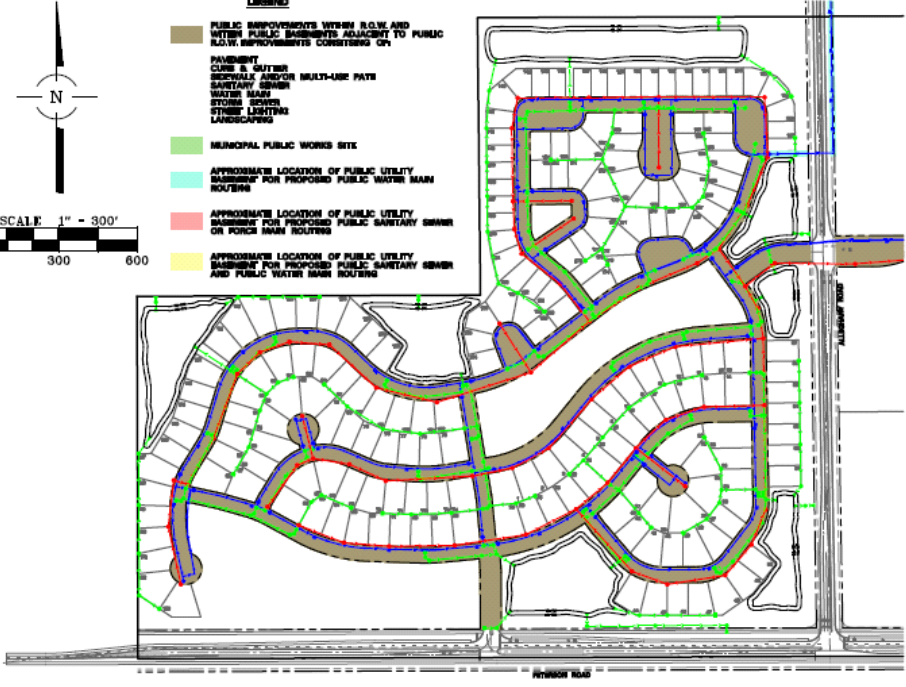
# EXHIBIT C

## SUMMARY OF PUBLIC IMPROVEMENTS





- LEGEND**
- PUBLIC IMPROVEMENTS WITHIN R.O.W. AND WITHIN PUBLIC BASINMENTS ADJACENT TO PUBLIC R.O.W. IMPROVEMENTS CONSISTING OF:
    - PAVEMENT
    - CURB & GUTTER
    - SEWER/STORM AND/OR MULTI-USE PATH
    - SANITARY SEWER
    - WATER MAIN
    - STORM SEWER
    - STREET LIGHTING
    - LANDSCAPING
  - MUNICIPAL PUBLIC WORKS SITE
  - APPROXIMATE LOCATION OF PUBLIC UTILITY BASINMENT FOR PROPOSED PUBLIC WATER MAIN ROUTING
  - APPROXIMATE LOCATION OF PUBLIC UTILITY BASINMENT FOR PROPOSED PUBLIC SANITARY SEWER OR FORCE MAIN ROUTING
  - APPROXIMATE LOCATION OF PUBLIC UTILITY BASINMENT FOR PROPOSED PUBLIC SANITARY SEWER AND PUBLIC WATER MAIN ROUTING



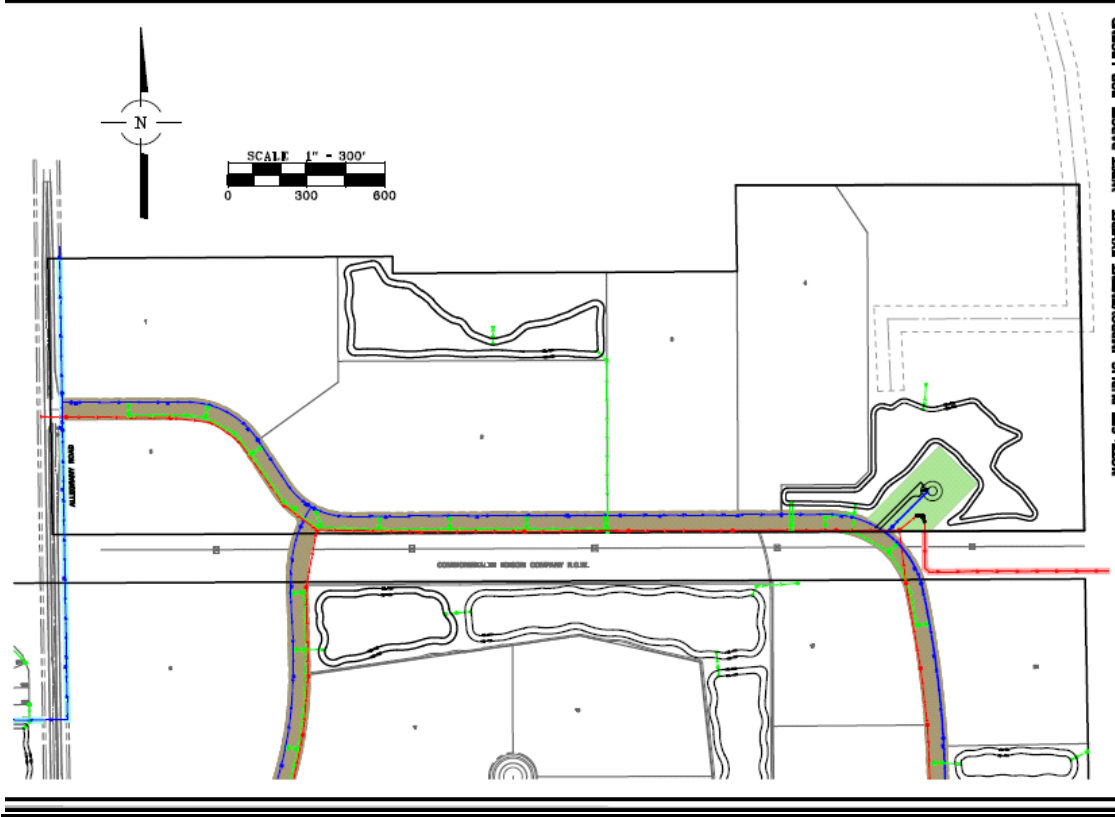
**PUBLIC IMPROVEMENTS EXHIBIT**  
**WEST PARCEL**  
**CORNERSTONE**  
**VILLAGE OF GRAYSLAKE**  
**LAKE COUNTY, ILLINOIS**

PROJECT NO. 2017-005  
 PREPARED BY: [unreadable]  
 DATE: 03/17/2018

9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 694-4050 Fax: (847) 694-4055  
 E-MAIL: [unreadable]@[unreadable].com



DATE: 03/17/2018

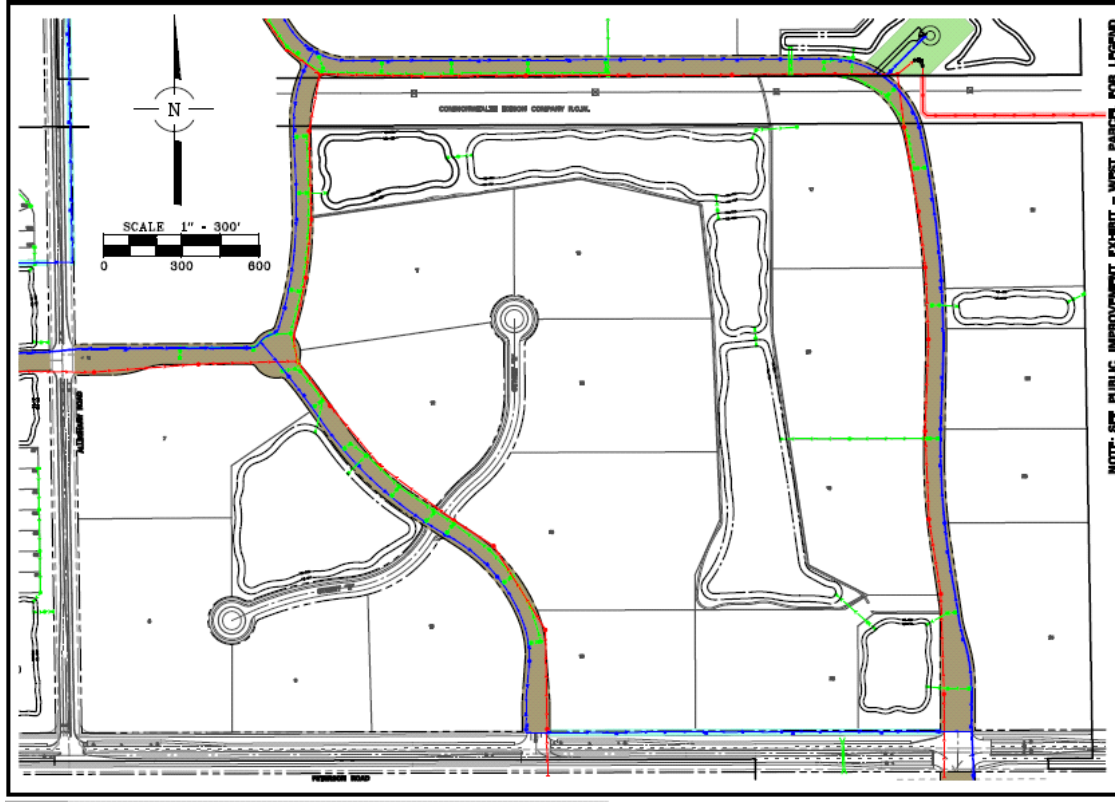


NOTE: SEE PUBLIC IMPROVEMENT EXHIBIT - WEST PARCEL FOR LEGEND

**PUBLIC IMPROVEMENTS EXHIBIT  
NORTH PARCEL**

**CORNERSTONE  
VILLAGE OF GRAYSLAKE  
LAKE COUNTY, ILLINOIS**

	<p>9975 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 694-4000 Fax: (847) 694-4045 FILENAME: 022018.PC.DWG USER: NDR NDR: 2/25/18</p>
<p>DATE: 03/17/2018</p>	<p>9975 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 694-4000 Fax: (847) 694-4045 FILENAME: 022018.PC.DWG USER: NDR NDR: 2/25/18</p>



NOTE: SEE PUBLIC IMPROVEMENT EXHIBIT - WEST PARCEL FOR LEGEND

**PUBLIC IMPROVEMENTS EXHIBIT**  
**CENTRAL PARCEL**  
**CORNERSTONE**  
**VILLAGE OF GRAYSLAKE**  
**LAKE COUNTY, ILLINOIS**

CONSULTING ENGINEER  
 JAMES J. JAMES, INC.  
 9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 696-4060 Fax: (847) 694-4045  
 JOB NO: 2555

DATE: 03/27/08





**EXHIBIT D**

**DISCLOSURE FORM #1**

**Form 1 (Allegheny Rd. and Peterson Rd. Parcel)**

The undersigned is/are the purchasers of lot/unit number \_\_\_\_\_ in the \_\_\_\_\_ subdivision/condominium/townhome development.

I/we acknowledge that I/we have been informed that under the approved Cornerstone of Grayslake Planned Development the property on the East side of Allegheny Road is zoned by the Village of Grayslake for light industrial and other non-residential development.

I/we also understand that the Planned Development documents are available at the Village Hall of the Village of Grayslake.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT D-1**

**DISCLOSURE FORM #2**

**Form 2 (Rt. 83 and Peterson Rd. Parcel)**

The undersigned is/are the purchasers of lot/unit number \_\_\_\_\_ in the \_\_\_\_\_ subdivision/condominium/townhome development.

I/we acknowledge that I/we have been informed that under the approved Cornerstone of Grayslake Planned Development the property within the south parcel and where the residence being purchased is zoned by the Village of Grayslake for office, retail and other non-residential development.

I/we also understand that the Planned Development documents are available at the Village Hall of the Village of Grayslake.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Exhibit E

CHECKLIST FOR DEDICATION

SUBDIVISION NAME: \_\_\_\_\_

AS-BUILT DRAWINGS:

- A. Sanitary Sewer (Construction cost & length)
- B. Water (Construction cost & length)
- C. Storm Sewer (Construction cost & length)
- D. Street Lighting (wiring) (Construction cost & length)
- E. Pavement (Construction cost & length)
- F. Bike Paths (Construction cost & length)

TESTING RESULTS:

- A. Sanitary Sewer
  - 1. Air Exfiltration Test
  - 2. Deflection Test
  - 3. Television Test (tape)
- B. Water
  - 1. Pressure Test
  - 2. Chlorination
  - 3. Biological Tests
- C. Roadway
  - 1. Sub-Base Density
  - 2. Asphalt Base-Course Density
  - 3. Asphalt Surfaces
  - 4. Concrete Compression Test
  - 5. Coring

MATERIAL CERTIFICATIONS:

- A. Water
  - 1. Valves
  - 2. Hydrants
  - 3. B. Boxes
  - 4. Piping, including tees and bends
  - 5. Structures
  - 6. Castings

MATERIAL CERTIFICATIONS: *(continued)*

- B. Sanitary Sewer
  - 1. Piping
  - 2. Structures
  - 3. Castings
  - 4. Chimney Seals and boots
  
- C. Storm Sewer
  - 1. Piping
  - 2. Structures
  - 3. Castings
  
- D. Street Lights
  - 1. Luminaires
  - 2. Poles
  - 3. Cable

WASTE FREE SOIL CERTIFICATION:

PUNCH LIST SATISFACTION:

- A. Above Ground
- B. Under Ground

ADDITIONAL COMMENTS:

*Reviewed By:*

*Date:*

## EXHIBIT F-1

### FORM OF SUBDIVISION PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** that LAKE COUNTY LAND HOLDINGS, L.L.C., of **[DEVELOPER ADDRESS]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Grayslake, as Obligee, hereinafter called the Village, in the full and just sum of **[REQUIRED AMOUNT]** Dollars (**[\$REQUIRED AMOUNT]**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Village, said contract being more fully described below, and to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

**WHEREAS**, the Village has approved a Development Agreement between LAKE COUNTY LAND HOLDINGS, L.L.C. and the Village, as well as Ordinance No. \_\_\_\_\_, approving a final plat of subdivision/planned unit development for certain real property in the Village of Grayslake (collectively "**Development Agreement**"), by and pursuant to which Contractor has the obligation to construct and install certain improvements ("**Improvements**") for the development of such subdivision/planned unit development ("**Property**"), the terms and conditions of which the Development Agreement are by this reference incorporated herein as though fully set forth herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Development Agreement relating to the construction of the Improvements described therein, including, but not limited to, Contractor's obligations under the Development Agreement: (1) to provide, perform and complete at the Property and in the manner specified in the Development Agreement all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Improvements required in the Development Agreement; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Contractor by the Development Agreement; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Development Agreement; all of which is herein referred to as the "**Work**," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances

on the part of either Village or Contractor to the other in or to the terms of the Development Agreement; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the mode or manner of payment therefor; or in or to Village-furnished facilities, equipment, material, service, or sites; shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Development Agreement in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Village shall have the right to take over and complete the Contractor's obligations under the Development Agreement upon 30 calendar days' written notice to Surety, in which event Surety shall pay Village all costs incurred by Village in taking over and completing the Development Agreement.

At its option, Village may instead request that Surety take over and complete the Contractor's obligations under the Development Agreement, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Village notifies Surety that Village wants Surety to take over and complete the Contractor's obligations under the Development Agreement.

Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Village or the heirs, executors, administrators, or successors of Village.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Attest/Witness:

PRINCIPAL: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]**

Title: \_\_\_\_\_

Title: **[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**FORM OF  
SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that LAKE COUNTY LAND HOLDINGS, L.L.C., of **[DEVELOPER'S ADDRESS]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Grayslake, as Obligee, hereinafter called the Village, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **[REQUIRED AMOUNT]** Dollars (\$**[REQUIRED AMOUNT]**), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

**WHEREAS,** the Village has approved a Agreement of Conditions and Specifications for a Special Use Permit for Cornerstone Property between LAKE COUNTY LAND HOLDINGS, L.L.C. and the Village, as well as Ordinance No. \_\_\_\_\_, approving a final plat of subdivision/planned unit development for certain real property in the Village of Grayslake ("**Development Agreement**"), by and pursuant to which Contractor has the obligation to construct and install certain improvements ("**Improvements**") for the development of such subdivision/planned unit development ("**Property**"), the terms and conditions of which Development Agreement are by this reference incorporated herein as though fully set forth herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT** if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Development Agreement: (1) to provide, perform and complete at the Property and in the manner specified in the Development Agreement all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the Improvements required in the Development Agreement; (2) to procure and furnish all permits, licenses, and other governmental approvals, and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Contractor by the Development Agreement; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Development Agreement; all of which is herein referred to as the "**Work,**" whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the

furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Village shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Village may sue on this bond if Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Village to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Village or Contractor to the other in or to the terms of the Development Agreement; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Village-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Village's termination of Contractor being hereby waived by Surety.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Attest/Witness:

PRINCIPAL: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]**

Title: \_\_\_\_\_

Title: **[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_



EXHIBIT F-2

FORM OF IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ AMOUNT: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

\_\_\_\_\_  
[Name of Bank]

\_\_\_\_\_  
[Address]

TO: The Village of Grayslake  
Ten South Seymour  
Grayslake, Illinois 60030  
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the \_\_\_\_\_  
UP TO AN AGGREGATE  
AMOUNT OF \_\_\_\_\_ United States Dollars  
(\$ \_\_\_\_\_) for \_\_\_\_\_ account of  
\_\_\_\_\_  
("Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under \_\_\_\_\_  
Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_

and shall be in the form attached hereto as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager or his or her designee:

(a) A written statement on the form attached hereto as Exhibit "B" stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. \_\_\_\_\_ will expire within 35 calendar days or less and that the Customer has failed to deliver to the Grayslake Village Manager evidence of a renewal of Letter of Credit No. \_\_\_\_\_; or

(b) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the Property Improvements to be constructed pursuant to the Agreement of Conditions and Specifications for a Special Use Permit for Cornerstone Property, dated \_\_\_\_\_, by and between the Village of Grayslake and LAKE COUNTY LAND HOLDINGS, L.L.C. ("**Development Agreement**") have not been constructed in accordance with the Development Agreement; or

(c) A written statement on the form attached hereto as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village pursuant to the Development Agreement have not been paid in accordance with the Development Agreement; or

(d) A written statement on the form attached hereto as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Development Agreement has not been performed in accordance with the Development Agreement; or

(e) A written statement on the form attached hereto as Exhibit "F" stating that the funds remaining in this Letter of Credit are insufficient to pay in full (i) the remaining unpaid cost of all improvements to be performed pursuant to the Development Agreement, (ii) the costs of demolition or making safe of any buildings and structures identified in the Development Agreement that are in violation of any applicable federal, state, county, local governmental, or Village law, statute, code, ordinance, resolution, rule, or regulation, or that are incomplete or abandoned so as to create any hazard to the public health, safety, or welfare, and (iii) all unpaid Village fees, costs, and expenses incurred or to be incurred, and that, within ten calendar days of demand by the Village, the Customer has failed to increase the amount of this Letter of Credit to an amount reasonably determined by the Village to be sufficient to pay such unpaid fees, costs and expenses; or

(f) A written statement on the form attached hereto as Exhibit "G" stating that the funds remaining in the Guaranty Letter of Credit which the Customer is required to deposit with the Village pursuant to the Development Agreement are not reasonably sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the improvements to be performed pursuant to the Development Agreement and all related unpaid Village fees, costs, and expenses incurred or to be incurred, and that, within ten calendar days of demand by the Village, the Customer has failed to increase the amount of the Guaranty Letter of Credit to an amount reasonably determined by the Village to be sufficient to pay such unpaid fees, costs and expenses; or

(g) A written statement on the form attached hereto as Exhibit "H" stating that the Village has demanded, and the Customer has failed to provide, a replacement to this Letter of Credit as required pursuant to the Development Agreement; or

(h) A written statement on the form attached hereto as Exhibit "I" stating that all or any portion of the Customer's undertakings pursuant to the Development Agreement have not been performed in accordance with the Development Agreement.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 500" (THE "UNIFORM RULES"). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

WE HEREBY AGREE with the drawers of drafts drawn under and in compliance with the terms of this Letter of Credit, that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the drawees if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date.

2. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse hereof by our bank.

3. If, within three calendar days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village of Grayslake in enforcing the terms hereof.

4. This Letter of Credit shall expire on \_\_\_\_\_, 20\_\_\_\_, as stated hereinabove; provided, however, that we shall notify the Village Manager by certified mail, return receipt requested, at least 35 calendar days, but not more than 90 calendar days, prior to said expiration date, that this Letter of Credit is about to expire.

5. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

6. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

7. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Grayslake Subdivision Ordinance because of the satisfactory completion of all or part of the Property Improvements required to be constructed pursuant to the Development Agreement.

8. This Letter of Credit shall not be canceled without the prior written consent of the Village.

9. If at any time this Letter of Credit will expire within 35 calendar days or less, and if it has not been renewed, and if any obligation of the Customer for which it is security remains uncompleted or unsatisfactory, then the Village may, without notice and without being required to take any further action of any nature whatsoever, call and draw down this Letter of Credit and thereafter either hold all proceeds as security for the satisfactory completion of all obligations or employ the proceeds to complete all obligations and to reimburse the Village for any and all costs and expenses, including reasonable legal fees and administrative costs, incurred by the Village, as the Village shall determine.

10. This Letter of Credit is irrevocable.

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Officer's Title]

\_\_\_\_\_  
[Officer's Title]

EXHIBIT "A" TO FORM OF IRREVOCABLE LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ in the amount of \$\_\_\_\_\_ will expire within 35 calendar days or less and that \_\_\_\_\_ has failed to deliver to the Grayslake Village Manager evidence of a renewal of Letter of Credit No. \_\_\_\_\_.

Very truly yours,

\_\_\_\_\_  
Village Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the Improvements to be constructed pursuant to the Development Agreement by and between the Village of Grayslake and LAKE COUNTY LAND HOLDINGS, L.L.C., dated \_\_\_\_\_, have not been constructed in accordance with said agreement.

Very truly yours,

\_\_\_\_\_  
Village Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees, or other fees required to be paid pursuant to the Development Agreement by and between the Village of Grayslake and LAKE COUNTY LAND HOLDINGS, L.L.C., dated \_\_\_\_\_, have not been paid in accordance with said agreement.

Very truly yours,

\_\_\_\_\_  
Village Manager

EXHIBIT "E" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair, or restoration required to be performed pursuant to the Development Agreement by and between the Village of Grayslake and LAKE COUNTY LAND HOLDINGS, L.L.C., dated \_\_\_\_\_, have not been performed in accordance with said agreement.

Very truly yours,

\_\_\_\_\_  
Village Manager



EXHIBIT "F" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that the funds remaining in this Letter of Credit are insufficient to pay in full (i) the remaining unpaid cost of all improvements to be performed pursuant to the Development Agreement by and between the Village of Grayslake and LAKE COUNTY LAND HOLDINGS, L.L.C., dated \_\_\_\_\_, (ii) the costs of demolition or making safe of any buildings and structures identified in the Development Agreement that are in violation of any applicable federal, state, county, local governmental, or Village law, statute, code, ordinance, resolution, rule, or regulation, or that are incomplete or abandoned so as to create any hazard to the public health, safety, or welfare, and (iii) all unpaid Village fees, costs, and expenses incurred or to be incurred, and that, within ten calendar days of demand by the Village, the Customer (as that term is defined in the above-referenced Letter of Credit) has failed to increase the amount of this Letter of Credit to an amount reasonably determined by the Village to be sufficient to pay such unpaid fees, costs and expenses.

Very truly yours,

\_\_\_\_\_  
Village Manager

EXHIBIT "G" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that the funds remaining in the Guaranty Letter of Credit which the Customer (as that term is defined in the above-referenced Letter of Credit) is required to deposit with the Village pursuant to the Development Agreement by and between the Village of Grayslake and LAKE COUNTY LAND HOLDINGS, L.L.C., dated \_\_\_\_\_, are not reasonably sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the improvements required to be performed pursuant to the Development Agreement and all related unpaid Village fees, costs, and expenses incurred or to be incurred, and that, within ten calendar days of demand by the Village, the Customer has failed to increase the amount of the Guaranty Letter of Credit to an amount reasonably determined by the Village to be sufficient to pay such unpaid fees, costs and expenses.

Very truly yours,

\_\_\_\_\_  
Village Manager

EXHIBIT "H" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that the Village has demanded, and the Customer (as that term is defined in the above-referenced Letter of Credit) has failed to provide, a replacement to this Letter of Credit as required pursuant to the Development Agreement by and between the Village of Grayslake and LAKE COUNTY LAND HOLDINGS, L.L.C., dated \_\_\_\_\_.

Very truly yours,

\_\_\_\_\_  
Village Manager

EXHIBIT "I" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement by and between the Village of Grayslake and LAKE COUNTY LAND HOLDINGS, L.L.C., dated \_\_\_\_\_, have not been performed in accordance with said agreement.

Very truly yours,

\_\_\_\_\_  
Village Manager

## EXHIBIT G

### PERMIT REVIEW TIMETABLE

	<u>Calendar Days</u>
Building Permit	30
Foundation Permit	15
Core/Shell Permit	21
TI (Tenant Improvement) Permit	21
Residential Permit (Master Permit)	10
Residential Permit (Non-Master Permit)	21
Sign Permit (Permanent)	21
Sign Permit (Temporary)	15
Permit Submission Review	15
Site Plan Review	21
Engineering Site Plan Review	30
Engineering Subdivision Review	30
Grading Permit	15
Landscape Plan Review	21
Architectural Plan Review	21
Minor Modifications (Plan Commission/Village Board)	60
Major Modifications (Plan Commission/Village Board)	90
Minor Modifications (Staff)	21
Final Subdivision Inspection	30
Final Subdivision Reinspection	15
Acceptance of Subdivision dedication	30

Note: All timeframes are dependent on submission of all required documentation and information.

**Exhibit H**

**Temporary Structure Exhibit**

Type of Facility	Allowable Timeframe
Construction Trailers	Upon receipt of construction or site development permit; To remain up to 12 months beyond completion of phase/improvements; 30-day extension(s) with approval of Village.
Sales Trailers	Upon approval of the project; To remain up to 30 days beyond completion of phase/improvements; 30-day extension(s) with approval of Village.
Temporary Offices	Upon approval of the project; To remain up to 30 days beyond completion of phase/improvements; 30-day extension(s) with approval of Village.
Construction Storage Yards	Upon receipt of construction permit; To remain up to 30 days beyond completion of phase/improvements; 30-day extension(s) with approval of Village.
Temporary Storage Facilities	Upon receipt of construction or site development permit; To remain up to 30 days beyond completion of phase/improvements; 30-day extension(s) with approval of Village.

**Exhibit I**

**Transferee Assumption Agreement**

TRANSFEREE ASSUMPTION AGREEMENT

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by, between and among **[OWNER]** ("**Owner**"), **[TRANSFEREE]** ("**Transferee**") and the Village of Grayslake, Illinois, an Illinois municipal corporation ("**Village**"),

**WITNESSETH:**

**WHEREAS**, pursuant to that certain real estate sale contract dated \_\_\_\_\_, 20\_\_, the Transferee agreed to purchase from the Owner certain real property situated in Cook County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

**WHEREAS**, following the conveyance of the Property by the Owner, the Transferee will be the legal owner of the Property; and

**WHEREAS**, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Agreement of Conditions and Specifications for a Special Use Permit for Cornerstone Property (Generally Located along Illinois Route 83 and Peterson Road) dated \_\_\_\_\_, 20\_\_ by and between the Village of Grayslake and Lake County Land Holdings, L.L.C. and recorded in the Office of the Lake County Recorder on \_\_\_\_\_, 20\_\_, as Document No. \_\_\_\_\_, by and between the Village and **[Owner]**, as amended from time to time ("**SUP Agreement**");

**NOW, THEREFORE**, in consideration of the agreement of the Owner to convey the Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, the Owner, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and Managers, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the SUP Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner or the developer of the Property[, **except as follows:...**].

3. **Assurances of Financial Ability**. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Manager the performance security required by the Agreement. Upon execution of this Agreement by the

Village and deposit with the Village Manager of the required performance security, the Village shall surrender the original performance security to the Owner. In addition, and not in limitation of the foregoing, the Transferee shall, upon the request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may, from time to time, require. ***[Modify to reflect exceptions.]***

4. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the SUP Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

5. **Acknowledgment and Release of Transferor.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner from any personal liability for failure to comply with the terms, requirements, and obligations of the Agreement***[, except as follows:...].***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

**VILLAGE OF GRAYSLAKE**

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor

ATTEST:

**[OWNER]**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**[TRANSFEREE]**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



ACKNOWLEDGMENTS

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF LAKE        )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, the Village President of **THE VILLAGE OF GRAYSLAKE**, an Illinois  
municipal corporation, and by \_\_\_\_\_, the Village Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:  
\_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me on  
\_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, President of **[TRANSFEREE]** and  
\_\_\_\_\_, Secretary of said \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:  
\_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF LAKE        )

                  This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, President of **[OWNER]** and \_\_\_\_\_, Secretary of said  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:  
\_\_\_\_\_