

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

200600032895
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
10-12-2006 At 11:31 am.
AGREEMENT 81.00
RHSP Surcharge 10.00

PLANNED UNIT DEVELOPMENT AGREEMENT
GROVE ESTATES SUBDIVISION

This Planned Unit Agreement (hereinafter referred to as "AGREEMENT"), is made and entered into this 12th day of October, 2006, by and between the COUNTY OF KENDALL (hereinafter referred to as "KENDALL") a body politic, and GROVE VENTURE, LLC, INC., an Illinois Corporation (hereinafter referred to as "OWNER/DEVELOPER"),

WITNESSETH

WHEREAS, OWNER/DEVELOPER owns fee simple title to the real property which is legally described in Exhibit "A" attached hereto, consisting of approximately 83.48 acres, more or less (hereinafter referred to as "PROPERTY"); and OWNER/DEVELOPER intends to complete the development of the PROPERTY as a high quality single-family rural residential subdivision which contains certain open space areas which will be protected by a recorded Conservation Easement; and

WHEREAS, it is the desire of OWNER/DEVELOPER to develop the subject PROPERTY in KENDALL in accordance with the terms of this AGREEMENT, the related written documents referenced herein, and the Ordinances of KENDALL; and

WHEREAS, KENDALL through its Planning, Building and Zoning Committee of the County Board previously recommended the Property be zoned RPD-2: Residential Planned Development - Two; and it is the desire of all parties to facilitate its development pursuant to the terms and conditions of this AGREEMENT and the Ordinances of KENDALL; and

WHEREAS, OWNER/DEVELOPER and KENDALL have or will perform and execute all acts required by law to effectuate such development; and

WHEREAS, the parties to this AGREEMENT wish to amend the zoning classification pursuant to the RPD-2: Residential Planned Development - Two; and have held the required Public Hearing for approval of its zoning classification, Preliminary Plan and Engineering pursuant to the procedures set out in the RPD-2: Residential Planned Development - Two; as contained in the

County of Kendall Zoning Ordinance; and

WHEREAS, all notices required by law relating to the re-zoning and Planned Unit Development process pursuant to the RPD-2: Residential Planned Development – Two have been given for the Property to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Compiled Statutes and County Ordinances, and

WHEREAS, the County Board of Kendall has duly affixed the time for consideration of this AGREEMENT; and

WHEREAS, in reliance upon the development of the PROPERTY in the manner proposed, OWNER/DEVELOPER, and KENDALL have executed all Petitions and other documents that are necessary to accomplish the re-zoning and platting of the PROPERTY in KENDALL; and

WHEREAS, it is the desire of KENDALL and OWNER/DEVELOPER that the development of the PROPERTY proceed, subject to the ordinances, codes and regulations of KENDALL as amended; and

WHEREAS, in accordance with the powers granted to KENDALL by the provisions of the County Zoning Ordinance, inclusive, relating to its act and the Kendall County Zoning Ordinance for Planned Unit Developments, and the parties hereto wish to enter into a binding agreement with respect to the PROPERTY and to provide for various other matters related directly or indirectly to the zoning and development of the PROPERTY, as authorized by, the provisions of said statutes:

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties agree as follows:

1. ZONING.

- A. Contemporaneously with the approval of this AGREEMENT, KENDALL shall adopt an Ordinance amending the Zoning Map of the County to Zone the subject PROPERTY which shall be classified to zone the subject property RPD-2: Residential Planned Development – Two in terms of performance standards and as a Planned Unit Development. This will be a Zoning Map change only and not a text amendment.
- B. Further the County of Kendall agrees to approve the Final Plat of Subdivision of the Development which was last revised April 12, 2006 and which was prepared by Intech Consultants, Inc which is attached hereto and incorporated herein as Exhibit “B”; and which shall be developed with a maximum of Fifty (50) Single Family Lots in general conformance with the Final Landscape Plan prepared by Schoppe Design Associates which is last revised October 2, 2006 and which is attached hereto

incorporated herein as Exhibit "C" together with the Tree Preservation and Replacement Plan which is incorporated herein by reference as Exhibit C1.

- C. KENDALL and OWNER/DEVELOPER agree that the PROPERTY shall be developed in substantial compliance with the ordinances of KENDALL, and this AGREEMENT, together with the Drawings and Exhibits attached hereto.
- D. KENDALL agrees to allow OWNER/DEVELOPER to release storm water from the development's storm water management system in conformance with the Kendall County Stormwater Management Ordinance, and in conformance with the Final Engineering Plans last revised September 26, 2006 by Intech Consultants, Inc., which have been approved by the Drainage Consulting Engineer of Kendall County, Strand Associates, Inc and the Kendall County Engineer.
- E. The Regional Trail shall be constructed of asphalt in conformance with the Oswegoland Park District Improvement/Dedication Agreement.

2. FEES.

OWNER/DEVELOPER, upon submission of a request for approval of a Final Plat for each Phase or Unit of the Subdivision, has or will submit a Letter of Credit securing payment all fees as required by County Ordinances. The County School and Park Land-Cash Fees shall be payable in accordance with the ordinances existing in KENDALL at the time of approval of this AGREEMENT as to formula, but shall be collected and paid by the Applicant for each single family residence at the time of application for each respective building permit.

OWNER/DEVELOPER, upon submission of a request for approval of a Final Plat of the Subdivision, has paid all fees as required by County Ordinances based upon a fair market value of \$98,000.00 for an improved acre of land. Based on this dollar amount the per unit cost for a typical Four (4) bedroom home will be \$3,747.91 for School purposes. The County School Land-Cash Fees shall be payable in accordance with the ordinances existing in KENDALL at the time of approval of this AGREEMENT as to the formula, but shall be collected and paid by the Applicant for each single family building permit at the time of application for each respective building permit based on the actual number of bedrooms proposed for each dwelling unit. The required donations for open space purposes shall be met through a land donations outlined under Section 3.B.ii of this Agreement.

3. DONATIONS AND CONTRIBUTIONS.

- A. (i) OWNER/DEVELOPER agrees to dedicate to Kendall County Highway Department 75 feet of right-of-way on the west side of Grove Road from the existing centerline of Grove Road across the boundary of the PROPERTY to provide for the future expansion of said roadway by the Kendall County Highway Department.

- (ii) OWNER/DEVELOPER agrees to contribute the sum of \$50,000.00 within 180 days of the execution of the Final Plat of Subdivision for the subject development and the additional sum of \$50,000.00 upon the issuance of the 25th building permit or such earlier date the County re-configures Grove Road and the entry way of Grove Estates onto Grove Road, whichever occurs first, to the Kendall County Highway Department to be held in escrow for the express and sole purpose of paying for the re-location of Grove Road, Right of Way acquisition adjacent to the subject development and improvement of the Grove Estates Intersection with Grove Road. . In the event no re-location of Grove Road takes place within 10 years of the date of this Agreement, said escrow shall be refunded to OWNER/DEVELOPER. Said payment shall be OWNERS/DEVELOPERS, and its Successors and Assigns sole obligation with respect to the improvement of said intersection.
 - (iii) OWNER/DEVELOPER agree that a fee of One Thousand Dollars (\$1,000.00) per lot shall be made payable to the Kendall County Treasurer at the time of applying for the subject development; each individual building permit being applied for with the Kendall County Planning Building and Zoning Office by the entity that applies for each building permit, which will be used to benefit the Kendall County Highway System in the area of the Development. This fee satisfies the off-site road contribution density bonus credit of .03 dwelling units per acre.
- B.
 - (i) OWNER/DEVELOPER shall execute and record simultaneously with the Final Plat of Subdivision for Grove Estates Subdivision, a "Conservation Easement", which is attached hereto and incorporated herein as Exhibit "D" As to the area of the open space area identified as Lots 52, 53, 54,56, 57, 60, and 59 on the Final Plat, after said easement is approved by the Kendall County Zoning & Platting Officer, and OWNER/DEVELOPER, as to the common areas in the perimeter portion of the PROPERTY in a format acceptable to the Kendall County Plat Officer, Kendall County States Attorney, and OWNER/DEVELOPER, providing the terms and conditions of said Conservation Easement; as well as naming Kendall County as the enforcement agency, pursuant to Illinois Compiled Statutes, in the event Kendall County determines any condition of said written Easement Agreement is being violated or duty to perform is not being carried out by OWNER/DEVELOPER.
 - (ii) OWNER/DEVELOPER shall execute a Deed of Dedication of Lots 55 and 58 to the Oswegoland Park District in a format acceptable to the Oswegoland Park District. OWNER/DEVELOPER shall be given a credit against the Kendall County Land-Cash Formula from Kendall County for the value of

the real property conveyed to the Oswegoland Park District in lieu of the Forest Preserve Contribution. As to acreage contributed which exceeds the value of the required contribution of OWNER/DEVELOPER, it shall not result in a refund of the excess contribution to the OWNER/DEVELOPER. OWNER/DEVELOPER shall be provided a Gift Letter from the Oswegoland Park District as to the excess acreage contributed over and above the required contribution for open space under the Kendall County Land Cash Ordinance at the rate of \$98,000.00 per acre for the excess acreage contributed voluntarily by OWNER/DEVELOPER in the amount of _____ acres. The Oswegoland Park District shall provide a Gift Letter to OWNER/DEVELOPER for the excess amount of land conveyed to the Oswegoland Park District over and above the required contribution for Park purposes as calculated under the Kendall County Land Cash Formula and per acre assessment; and the cost of all trail improvements installed by OWNER/DEVELOPER

- (iii) The improvements on the dedicated land to the Oswegoland Park District shall be installed in accordance with the Oswegoland Park District Agreement attached hereto and incorporated herein as Exhibit "F". OWNER/DEVELOPER have entered into a written Improvement Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "F" defining the obligations between said parties.
- (iv) OWNER/DEVELOPER agrees to establish an Illinois Not-for-Profit Corporation to operate a Homeowners' Association which shall provide for the maintenance of the common areas of the subdivision, subdivision signage, bio-reactor sanitary disposal system and all interceptor mains serving said system. Said Homeowner's Association shall not be required to maintain any open space owned by the Oswegoland Park District. OWNER/DEVELOPER shall further require that all lots contained in the subdivision shall be required to contribute on a per lot basis to the maintenance of the subdivision common areas and common improvement obligations outlined above by the Covenants and Restrictions of said subdivision which shall be recorded simultaneously with the First Final Plat of Subdivision, pursuant to the Tree Maintenance and Replacement Plan and the Maintenance Agreements, as well as the sanitary bio-reactor wastewater system and mains.
- (v) A Consent to the creation of a Back-Up Special Service Tax Area to provide for the maintenance of all Homeowner's Association common areas are to be maintained by the Homeowner's Association including but not limited to detention facilities, bio-reactor or field, sanitary sewer mains, common signage and other related items shall be executed by the OWNER/DEVELOPER; and recorded as to the entire subdivision at the time

of recording the First Final Plat of Subdivision, binding the OWNER/DEVELOPER and all assigns for payment of the above maintenance costs in the event the OWNER/DEVELOPER and Homeowners' Association fail to provide for said maintenance.

4. SUBDIVISION IMPROVEMENTS.

- A. Set back requirements shall be in conformance with the RPD-2 Zoning Classification of the Kendall County Zoning Ordinance.
- B. Each lot shall be served by a private water well.
- C.
 - (i) Each lot must connect to the common bio-reactor sanitary sewage disposal system as a condition of building a home on a lot within said subdivision.
 - (ii) OWNER/DEVELOPER agrees that it will enter into a written contract with Huff & Huff, Inc. as the designer of the Bio-Reactor and related appurtenances, as well as with contractor who is installing the Bio-Reactor to provide one (1) year of guaranty and warranty work for the successful operation and function of the system. Thereafter OWNER/DEVELOPER agrees the Guarantee Period shall be in effect for the period commencing with the construction of the Bio-reactor system up to the statutory turnover of the common areas and Homeowner's Association to lot owners within said subdivision which shall occur upon the earlier of the sale by OWNER/DEVELOPER of Seventy-Five (75%) percent of the lots within said subdivision or Three (3) years from the recording of the Final Plat in conformance with Illinois Compiled Statutes . The County will maintain a "stay" on the "experimental system" status of the system for Six (6) years from the completion of construction of the system or as directed by the Illinois Department of Public Health . At that time the Homeowners' Association shall at all times maintain a written maintenance agreement with a person or legal entity which is properly licensed and certified by the State of Illinois or its appropriate legal division to monitor, test and maintain said system. The Homeowners' Association shall furnish the Kendall County Planning, Building & Zoning Department and the Kendall County Health Department with a copy of all contracts required herein.
 - (iii) (a) OWNER/DEVELOPER agrees that permission to install its Bio-Reactor system, shall be governed by the terms of the written experimental use authorization for community wastewater treatment system" as prepared by the Kendall County Health Department, a copy of which is attached hereto and incorporated herein by reference as Exhibit "E".

(b) OWNER/DEVELOPER shall be responsible for the successful operation of said Bio Reactor System, and necessary replacement waste water treatment system during the duration of time that OWNER/DEVELOPER is responsible for said improvements up until the time of turnover of all Homeowner obligations as required by Illinois Compiled Statutes, the Guarantee Period shall be in effect for the period commencing with the construction of the Bio-reactor system up to the statutory turnover of the common areas and Homeowner's Association to lot owners within said subdivision which shall occur upon the earlier of the sale by OWNER/DEVELOPER of Seventy-Five (75%) percent of the lots within said subdivision or Three (3) years from the recording of the Final Plat in conformance with Illinois Compiled Statutes (starting when the system has been constructed and operation has commenced). The County will maintain a "stay" on the "experimental system" status of the system for Six (6) years. OWNER/DEVELOPER shall include in its dedicated Homeowners' Budget, capitol budget items for maintenance and replacement of the Bio Reactor System as well as ordinary operating expenses within its budget.

- D. Buffering shall be installed and maintained by OWNER/DEVELOPER and by the Homeowners' Association as to the adjoining owners to the North of the PROPERTY as designed in the approved Final Landscape Plan.

OWNER/DEVELOPER agrees to install a tensile wire fence along the West and North Common Border between the subject subdivision real property and the adjoining real property parcel owned by Ronald Yenerich. Along Roberts Drive, OWNER/DEVELOPER shall install a PVC Plastic Fence with gate, at the Drive for the Yenerich Property, and shall further provide a street connection as shown on the Final Landscape and Final Engineering Plans approved with this Project. A written Agreement as set out in attached Exhibit "G" which is incorporated herein and made a part hereof shall govern the construction of the fencing between the parties hereto.

- E. Tax Parcel # 06-08-100-006 shall be permitted to connect its driveway currently, and any future private or dedicated public roadway to Roberts Drive if parcel is developed in the future. Fitkins Drive will be constructed totally to the Western Boundary by Developer.

- F. OWNER/DEVELOPER shall comply with the Kendall County Tree Preservation Sections of the Subdivision Ordinance of Kendall County. OWNER/DEVELOPER shall require compliance with the overall Tree Survey as to total number of significant trees as defined under the terms of the Kendall County Subdivision Ordinance, together with maintenance of at least Seventy (70%) percent of those significant trees as defined in that Ordinance throughout the entire Subdivision, excluding road rights-of-way, and excluding detention

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Trees

facilities and Drainage and Utility Easements.

OWNER/DEVELOPER shall keep a chart detailing the number of significant trees destroyed on any lot or proposed to be destroyed on any lot by a building permit applicant, and report the same in writing to the Kendall County Planning, Building, and Zoning Office after the Architectural Review Committee of OWNER has approved any building permit application. OWNER/DEVELOPER shall require each lot building permit applicant to submit a Site Plan in conformance with this paragraph so that OWNER/DEVELOPER can determine compliance with the Kendall County Subdivision Ordinance, as well as ensuring that the Kendall County Zoning Office has a running tally of significant trees as per the formula provided by Schoppe Design for the subject development attached hereto and incorporated herein as Exhibit "H". Exhibit "H" shows that 1233 significant trees have been identified and it depicts the number of trees permitted to be removed from each lot in order to insure compliance with the subdivision regulations that at least 70% of the significant trees are retained.

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trees

- G. No lot shall be permitted to be re-subdivided so long as the subject real property remains in unincorporated Kendall County; and without the written consent of the Homeowners' Association. No dwelling shall be erected, placed or be permitted to remain on any lot having an area less than was originally platted as an entire lot unless approved by the writings by the Architectural Control Committee, except Plat Act conveyances to correct setback, or other similar issues so long as no additional residences shall be constructed thereon, and excepting that said modification shall not result in lot sizes under thirty thousand (30,000) square feet or over forty-five thousand (45,000) square feet and that said exchanges shall not be encumbered with well and septic facilities.
- H. Due to the sensitive nature of development on the subject site, OWNER/DEVELOPER and KENDALL agree that prior to commencement of construction on each respective lot in said subdivision, accompanying an application for building permit shall be a site development site drainage, soil erosion control plan, a Water Well Construction Permit, and Architectural Plan approved in writing by the Architectural Control Committee of the Homeowners' Association and reviewed by the County Zoning Director and/or consultants of the County and approved together with the building permit application.
- I. OWNER/DEVELOPER agrees to install an agricultural fence along the common border between the subject real property and an outlying parcel owned by Ronald Yenerich of either a decorative nature such as board-on-board, split rail, or a tencil wire fence to avoid any farm/non-farm conflict between the subject development and livestock kept on the adjoining land.

- J. OWNER/DEVELOPER is responsible for cost of establishing and maintenance of native and wetland planting and maintenance of the open space areas which are to be turned over to the Homeowners Association once the native areas have been satisfactorily been established. Prior to turnover, OWNER/DEVELOPER will establish a contract with a qualified management company skilled in maintenance of the native wetland planting to insure proper maintenance of these improvements as called out in the approved Final Landscape Plans.

5. TIME IS OF THE ESSENCE.

It is understood and agreed by the parties hereto that time is of the essence in this AGREEMENT, and that all parties will make every reasonable effort, to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this AGREEMENT requires their continued cooperation.

6. BINDING EFFECT.

- A. This Planned Unit Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, and upon any successor County authority of KENDALL, the Oswegoland Park District, or Kendall County Forest Preserve Commission. In the event any portion of this AGREEMENT is deemed unenforceable by a Court of competent jurisdiction the remaining portion shall be binding upon all parties.
- B. OWNER/DEVELOPER also agrees to be bound by the terms and conditions of a Maintenance Agreement between OWNER/DEVELOPER and Na-Au-Say Township Highway Commissioner.

7. NOTICES AND REMEDIES.

Upon a breach of this AGREEMENT, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.

Before any failure of any party of this AGREEMENT to perform its obligations under this AGREEMENT shall be deemed to be a breach of this AGREEMENT, the party claiming such failure shall notify in writing, certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

KENDALL:

Kendall County Plat Office

c/o Kendall County Zoning Office
111 W. Fox St.
Yorkville, Illinois 60560

Copy to Kendall County States Attorney:

Kendall County States Attorney
807 W. John St.
Yorkville, Illinois 60560

OWNER/DEVELOPER:

Grove Venture, LLC
P.O. Box 4226
Naperville, IL 60567

Attorney for OWNER/DEVELOPER:

Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560

8. AGREEMENT TO PREVAIL OVER ORDINANCES.

In the event of any conflict between this AGREEMENT and any ordinances of KENDALL in force at the time of execution of this AGREEMENT or enacted during the pendency of this AGREEMENT, the provision of this AGREEMENT shall prevail to the extent of any such conflict or inconsistency.

9. PARTIAL INVALIDITY OF AGREEMENT.

If any provision of this AGREEMENT (except those provisions relating to the requested rezoning of the Property identified herein and the ordinances adopted in connection herewith), or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any, other terms, conditions and provisions of this AGREEMENT and, to that end, any terms, conditions and provisions of this AGREEMENT are declared to be severable.

If, for any reason during the term of this AGREEMENT, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, KENDALL agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

10. USE OF PROPERTY FOR FARMING.

Any portion of the PROPERTY, which is not conveyed or under development as provided herein, may be used for farming purposes, regardless of the underlying zoning until developed. OWNER/DEVELOPER shall be permitted to retain the farmhouse and white-sided garage on the subject property as a sales office for the Lots contained in said subdivision and for maintenance of

said site with the Lots on which those improvements are located are sold by OWNER/DEVELOPER.

11. GROVE VENTURES, LLC, an Illinois Corporation hereby discloses that it is the sole OWNER of the subject real property.

IN WITNESS WHEREOF, the parties have executed this Planned Unit Agreement the day and year first above written.

KENDALL:
COUNTY OF KENDALL

By: 
County Board Chairman

Dated: October 12, 2006

Attest: 
County Clerk

Attest: _____
County Clerk

OWNER/DEVELOPER:
GROVE VENTURE, LLC, an Illinois Limited
Liability Company, By OLIVER-HOFFMANN
CORP., Managing Member

By: Robert W. Schulz
ROBERT W. SCHULZ, Vice President

Dated: July 14, 2006

Attest: Renee Degand
RENEE DEGAND, Assistant Secretary

Prepared by & Return to:
Law Offices of Daniel J. Kramer
1107A S. Bridge Street
Yorkville, Illinois 60560
630.553.9500

EXHIBIT LIST

- Exhibit "A" - Legal description
- Exhibit "B" - Final Plat of Subdivision
- Exhibit "C" - Landscape Plan
- Exhibit "C1" - Tree Preservation and Replacement Plan
- Exhibit "D" - Conservation Easement
- Exhibit "E" - Experimental Use Authorization for Community Wastewater Treatment System
- Exhibit "F" - Oswegoland Park District Improvement Agreement
- Exhibit "G" - Fence Installation Agreement
- Exhibit "H" - Significant Tree Preservation Conformance Plan

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PART OF THE WEST $\frac{1}{2}$ SECTION 8, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 486.42 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 2524.26 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 1239.83 FEET TO THE CENTER OF GROVE ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 477.50 FEET AND A RADIAL BEARING WHICH FORMS AN ANGLE OF 196 DEGREES 48 MINUTES 16 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 524.27 FEET; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, BEING TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 138.48 FEET TO A LINE DRAWN PARALLEL WITH AND 402.72 FEET, AS MEASURED ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION; THENCE NORTHERLY ALONG SAID PARALLEL LINE, 1987.77 FEET TO SAID SOUTH LINE OF THE RESERVATION; THENCE WESTERLY ON SAID SOUTH LINE OF THE RESERVATION 1750.86 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 2389.42 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE EAST ALONG THE SOUTH LINE OF SAID RECORDED AS DOCUMENT 106382; THENCE NORTH ALONG SAID CENTER LINE 2400.49 FEET TO THE POINT OF CURVEATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 477.50 FEET, SAID POINT OF CURVATURE IS SHOWN AS P.T. STATION 238+82.41 ON SAID RECORDED PLAT; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 654.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT OF TANGENCY IS SHOWN AS P.C. STATION 232+26.06 ON SAID RECORDED PLAT, FOR THE POINT OF BEGINNING THEST EASTERLY ALONG SAID CENTER LINE 101.70 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 39 DEGREES 26 MINUTES 04 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 195.51 FEET TO AN IRON STAKE; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 191 DEGREES 57 MINUTES 27 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 137.23 FEET TO AN IRON STAKE; THENCE CONTINUING NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 232 DEGREES 17 MINUTES 38 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 225.04 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AND ANGLE OF 136 DEGREES 07 MINUTES 37 SECONDS, MEASURED CLOCKWISE THEREFROM, 116.02 FEET TO AN IRON STAKE; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 240

DEGREES 38 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 91.83 FEET TO AN IRON STAKE; THENCE WEST ALONG A LINE WHICH FORMS AN ANGLE OF 72 DEGREES 00 MINUTES 20 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 284.98 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 585.50 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 114 DEGREES 17 MINUTES 22 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 313.95 TO THE CENTER LINE OF GROVE ROAD AS SHOWN ON SAID RECORDED PLAT; THENCE NORTHEASTERLY ALONG SAID CENTER LINE CURVING TO THE RIGHT, HAVING A RADIUS OF 477.50 FEET TO THE POINT OF BEGINNING AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF FRITZI A. MCILQUHAM PROPERTY ACCORDING TO THE DOCUMENT RECORDED IN BOOK 67 OF DEEDS, PAGE 261, AS DOCUMENT 87-1244; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LAND AND ITS EXTENSION 404.98 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 107 DEGREES 30 MINUTES 00 SECONDS, MEASURED CLOCKWISE THEREFROM 72.44 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE 578.49 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID PROPERTY, 682.70; FEET THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 81 DEGREES 47 MINUTES 29 SECONDS EAST, MEASURED CLOCKWISE THEREFROM, 163.86 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PROPERTY; THENCE 65 DEGREES 10 MINUTES 18 SECONDS WEST ALONG SAID SOUTHERLY LINE, 11.47 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY 585.50 FEET TO THE POINT OF BEGINNING) IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.

THAT PART OF THE WEST ½ OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF FRITZI A. MCILQUHAM PROPERTY ACCORDING TO THE DOCUMENT RECORDED IN BOOK 67 OF DEEDS, PAGE 261, AS DOCUMENT #87-1244; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LAND AND ITS EXTENSION 404.98 FEET; THENCE NORTHERLY AT ANGLE OF 107 DEGREES, 30 MINUTES, 0 SECONDS (MEASURED IN A CLOCKWISE DIRECTION) FROM LAST DESCRIBED COURSE, 72.44 FEET; THENCE WESTERLY PARALLEL TO SAID NORTH LINE 578.49 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID PROPERTY, 682.70 FEET; THENCE EASTERLY AT AN ANGLE OF 81 DEGREES, 47 MINUTES, 29 SECONDS EAST (MEASURED IN A CLOCKWISE DIRECTION) FROM LAST DESCRIBED COURSE, 163.86 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PROPERTY; THENCE NORTH 65 DEGREES, 10 MINUTES, 18 SECONDS WEST ALONG SAID SOUTHERLY LINE, 11.47 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY, THENCE NORTHERLY ALONG THE WEST LINE OF SAID PROPERTY, 585.50 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF NA-AU-SAY KENDALL COUNTY, ILLINOIS

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATION
500 FIFTH AVENUE
NEW YORK 17, N. Y.



1. NAME _____
 2. ADDRESS _____
 3. CITY _____
 4. STATE _____
 5. ZIP _____
 6. PHONE _____
 7. DATE _____
 8. SIGNATURE _____
 9. PRINT NAME _____
 10. PRINT ADDRESS _____
 11. PRINT CITY _____
 12. PRINT STATE _____
 13. PRINT ZIP _____
 14. PRINT PHONE _____
 15. PRINT DATE _____
 16. PRINT SIGNATURE _____
 17. PRINT NAME _____
 18. PRINT ADDRESS _____
 19. PRINT CITY _____
 20. PRINT STATE _____
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1. REASON FOR NOT BEING CONSIDERED FOR AWARD
2. RECOMMENDATION AND REASONING FOR AWARD OR NOT TO AWARD
3. REMARKS
4. REMARKS OF THE COMMANDING OFFICER OF THE VESSEL
5. REMARKS OF THE COMMANDING OFFICER OF THE AIRCRAFT
6. REMARKS OF THE COMMANDING OFFICER OF THE SHIP
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8. REMARKS OF THE COMMANDING OFFICER OF THE SHIP
9. REMARKS OF THE COMMANDING OFFICER OF THE AIRCRAFT
10. REMARKS OF THE COMMANDING OFFICER OF THE SHIP

CATIONIC POLYMERIZATION		ANIONIC POLYMERIZATION		CATIONIC POLYMERIZATION	
Monomer	Yield (%)	Monomer	Yield (%)	Monomer	Yield (%)
1. Methyl methacrylate	95	1. Methyl methacrylate	95	1. Methyl methacrylate	95
2. Ethyl methacrylate	90	2. Ethyl methacrylate	90	2. Ethyl methacrylate	90
3. Propyl methacrylate	85	3. Propyl methacrylate	85	3. Propyl methacrylate	85
4. Butyl methacrylate	80	4. Butyl methacrylate	80	4. Butyl methacrylate	80
5. Hexyl methacrylate	75	5. Hexyl methacrylate	75	5. Hexyl methacrylate	75
6. Octyl methacrylate	70	6. Octyl methacrylate	70	6. Octyl methacrylate	70
7. Dodecyl methacrylate	65	7. Dodecyl methacrylate	65	7. Dodecyl methacrylate	65
8. Stearyl methacrylate	60	8. Stearyl methacrylate	60	8. Stearyl methacrylate	60
9. Myristyl methacrylate	55	9. Myristyl methacrylate	55	9. Myristyl methacrylate	55
10. Lauryl methacrylate	50	10. Lauryl methacrylate	50	10. Lauryl methacrylate	50
11. Hexadecyl methacrylate	45	11. Hexadecyl methacrylate	45	11. Hexadecyl methacrylate	45
12. Octadecyl methacrylate	40	12. Octadecyl methacrylate	40	12. Octadecyl methacrylate	40
13. Eicosyl methacrylate	35	13. Eicosyl methacrylate	35	13. Eicosyl methacrylate	35
14. Docosyl methacrylate	30	14. Docosyl methacrylate	30	14. Docosyl methacrylate	30
15. Tetracosyl methacrylate	25	15. Tetracosyl methacrylate	25	15. Tetracosyl methacrylate	25
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17. Octacosyl methacrylate	15	17. Octacosyl methacrylate	15	17. Octacosyl methacrylate	15
18.triacontyl methacrylate	10	18.triacontyl methacrylate	10	18.triacontyl methacrylate	10
19. heneicosyl methacrylate	5	19. heneicosyl methacrylate	5	19. heneicosyl methacrylate	5
20. docosyl methacrylate	0	20. docosyl methacrylate	0	20. docosyl methacrylate	0



COHEN/BUVLOS
COMMON WEALTH L.L.C.
P.O. BOX 4000
BOSTON, MASSACHUSETTS 02111-0400

[illegible]

FINAL LANDSCAPE PLANS



Grove Venuires, L.L.C.

Civil Engineer / Surveyor.

TECH CONSULTANTS, INC.
100 E. HAWTHORNE AVE.
CHICAGO, ILL. 60601
Serving Manufacturers in the Midwest

LEWIS & CLARK
1801 N. WYOMING

Schoppe Design Associates Inc.

Landscape Architecture and Land Planning

PH (6.30) 551-5355
FAX (630) 551-3639

There is a need for a "Psychophysics of the Eye," a discipline that is more a synthesis and the definition of what is, than a study of the eye itself. The eye is a complex organ that has been studied for centuries, but it is only in the last few decades that it has become a subject of serious scientific study. The eye is a complex organ that has been studied for centuries, but it is only in the last few decades that it has become a subject of serious scientific study. The eye is a complex organ that has been studied for centuries, but it is only in the last few decades that it has become a subject of serious scientific study.

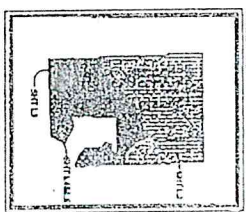
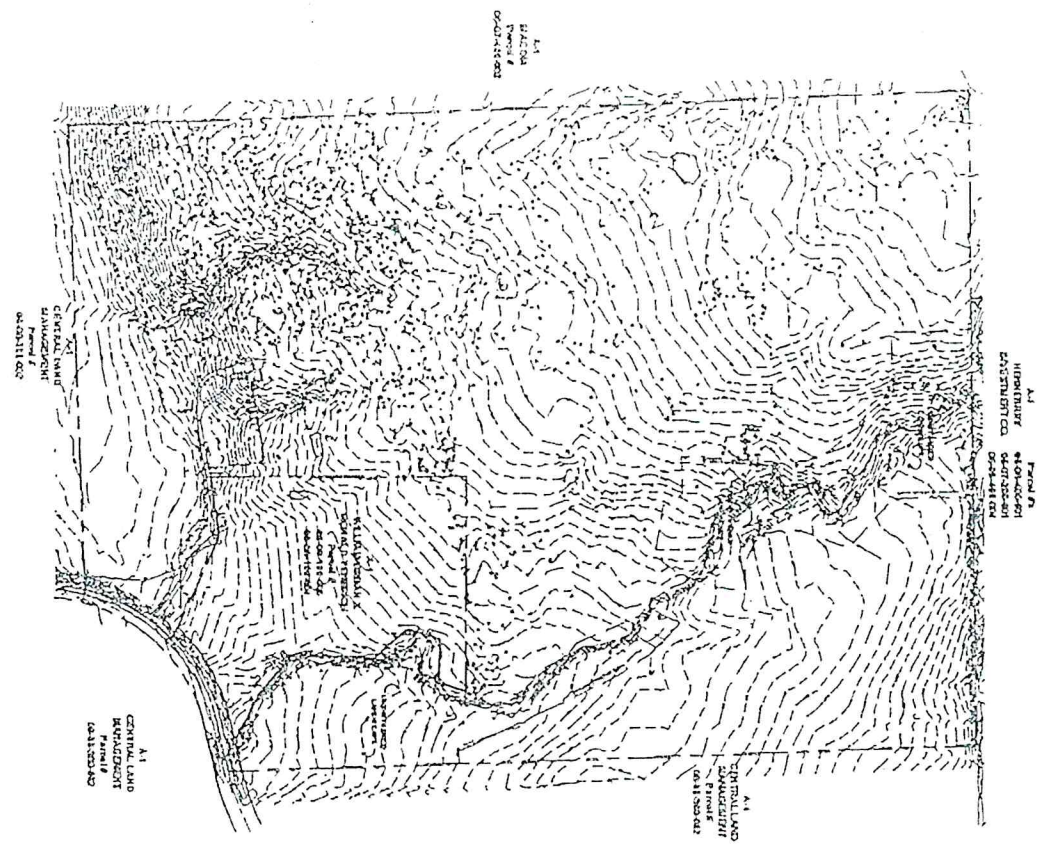
- 1-1 COVER SHEET
- 1-1 TREE PRESERVATION PLAN
- 1-2 STREET TREE & OPEN SPACE PLANTINGS - NORTH HALF
- 1-3 STREET TREE & OPEN SPACE PLANTINGS - SOUTH HALF
- 1-4 ENTRY LAYOUT & GRADING PLAN
- 1-5 ENTRY ELEVATIONS, SECTIONS & DETAILS
- 1-6 ENTRY LANDSCAPE PLAN
- 1-7 MATERIALS LIST, PLANTING DETAILS AND SPECIFICATIONS

1. Basecamp information obtained from plans prepared by Hatch, 70-26-203
2. Verify the operations and information on drawings. Promptly report any unusual conditions, mistakes, discrepancies, or deviations from the information shown in the Contract Documents. The Owner shall not be responsible for unauthorized changes or omissions not noted to correct unperformed discrepancies.
3. Secure and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
4. Plans and all other materials are quantified and summarized for the convenience of the Owner and its additional agencies. Confirm any final quantities to complete this work as drawn. The additional payments will be made for materials, required to complete the work as drawn.
5. Plan specifications for additional locations, structures, and other.
6. Plant species are shown are subject to availability. The owner requires the right to make substitutions which are the same size and of similar look, depending on final field conditions.
7. Final location of trees, within right of way and within park, may vary.
8. The site contains no slopes greater than 2:1s.
9. Wetlands per Lynch entitled Pipeline Wetland Determination Gross Field are on a one-quarter parcel, Marshall County Illinois (also known as 73044
10. Floodplain per firm parcel number 770541 01000 dated July 15, 2022
11. All parking will be fully paved.
12. Any detaining areas in the park or state youth of the restrictions in be exceeded will go into a easement, unless otherwise indicated on plans.
13. All trees within R.O.W. to be removed.
14. Retaining tree preservation, on site, removed shall be documented on a per tree basis.

[illegible]

1 TREE PRESERVATION PLAN

SCALE: 1" = 100'



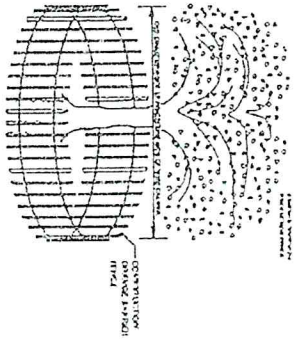
FOR REVIEW
NOT FOR CONSTRUCTION

NOTES

1. ALL TREES TO BE PRESERVED SHALL BE IDENTIFIED BY A TAG PLACED IN THE TRUNK OF THE TREE. THE TAG SHALL BE PLACED AT A POINT WHERE IT IS EASY TO SEE AND SHALL BE OF A DURABLE MATERIAL. THE TAG SHALL BE PLACED AT A POINT WHERE IT IS EASY TO SEE AND SHALL BE OF A DURABLE MATERIAL.
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1 TREE PROTECTION DETAIL

SCALE: 1/2" = 1'



NO.	DATE	DESCRIPTION
1	10/1/01	PRELIMINARY DESIGN
2	10/1/01	FINAL DESIGN
3	10/1/01	CONSTRUCTION
4	10/1/01	COMPLETION
5	10/1/01	MAINTENANCE
6	10/1/01	REPAIRS
7	10/1/01	REPLACEMENT
8	10/1/01	REMOVAL
9	10/1/01	REPLACEMENT
10	10/1/01	REMOVAL

GROVE ESTATES

GROVE VENTURES, LLC

TREE PRESERVATION PLAN

Grove Ventures, LLC.

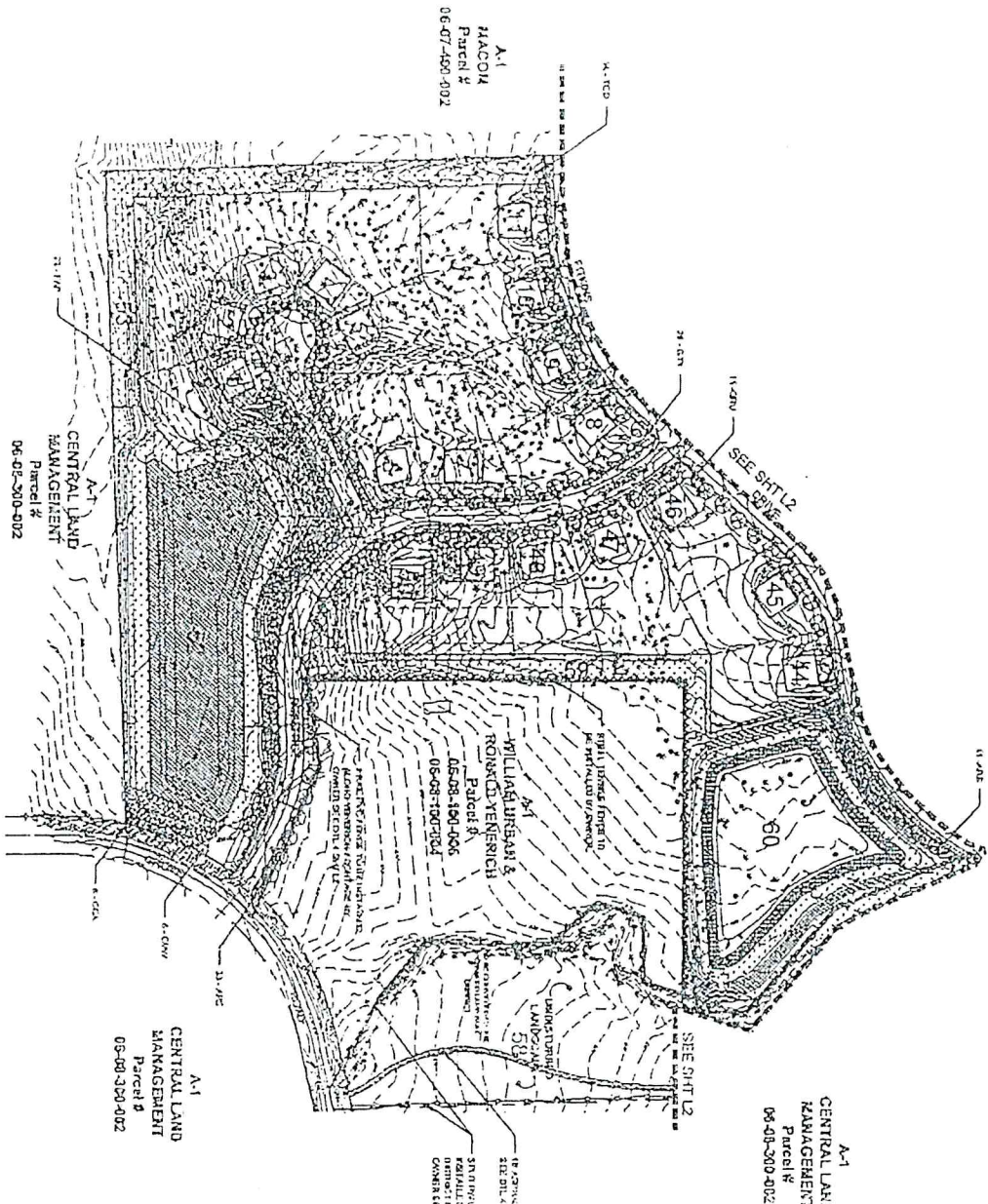
10000 GROVE STREET
GROVE, OHIO 44130

Schopps Design Associates Inc.

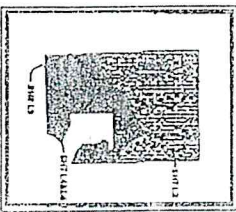
10000 GROVE STREET
GROVE, OHIO 44130

1 STREET TREE & OPEN SPACE PLANTINGS

SCALE: 1" = 100'



NOTE:
1. LOT IS ASSIGNED TO BE OWNED BY THE COMMONS LAND MANAGEMENT.



SHEET REV

NO.	DATE	DESCRIPTION
1	11/18/2014	ISSUED FOR CONSTRUCTION

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

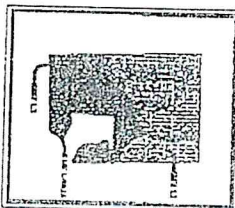
SEEDING PLANT LIST:

NO.	PLANT NAME	PLANT TYPE	PLANT SIZE	PLANT QUANTITY
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GROVE ESTATES
STREET TREE & OPEN SPACE
PLANTINGS - SOUTH HALF

Grove Ventures, LLC.

Schoppe Design Associates, Inc.
1111 N. MAIN STREET
STANFORD, CA 94304



LA 05 L?

GROVE ESTATES

ENTRY GRADING & LAYOUT PLAN

Grove Ventures, LLC.

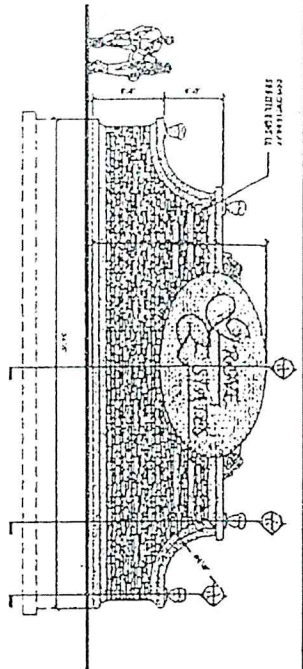
20 June 2014
Manuscript received 26 May 2013, in final form 22 June 2013

Schoppe Design Associates, Inc.

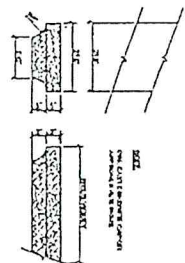
Landmark Architecture and Land Planning

1042 MAIN STREET
CINCINNATI, OHIO

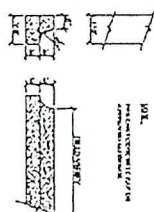
EXPLANATION



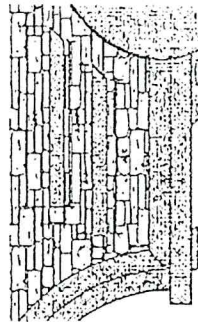
10 OVERALL ELEVATION
SCALE: 1/2" = 1'



9 PRECAST CONC. CAP
SCALE: 1/2" = 1'

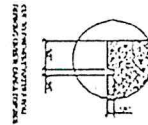


8 PRECAST CONC. ACCENT
SCALE: 1/2" = 1'

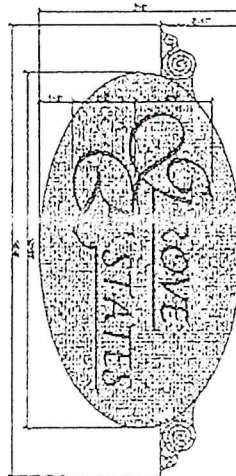


7 ACCENT DETAIL
SCALE: 1/2" = 1'

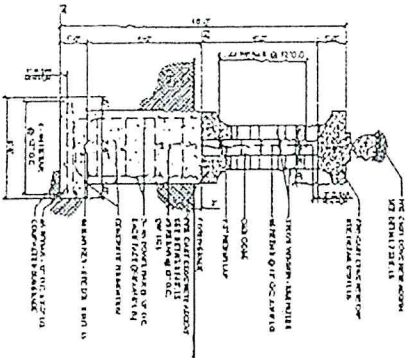
6 CONC. INLAY DETAIL
SCALE: 1/2" = 1'



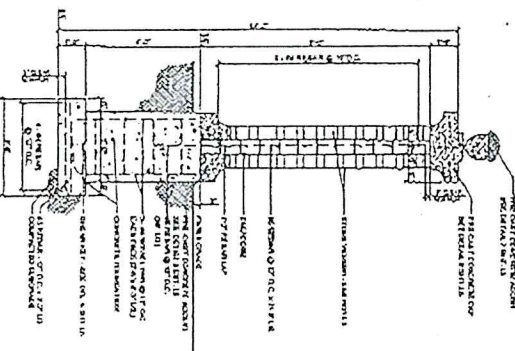
5 DRIP SLOT
SCALE: 1/2" = 1'



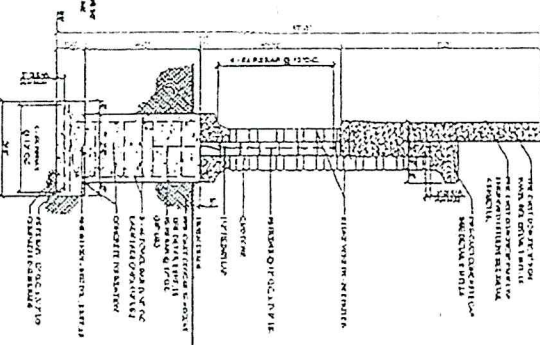
4 LOGO PANEL DETAIL
SCALE: 1/2" = 1'



3 SIDE WALL SECTION
SCALE: 1/2" = 1'



2 SIGN WALL SECTION
SCALE: 1/2" = 1'



1 COLUMN SECTION
SCALE: 1/2" = 1'

GENERAL NOTES:

1. CONCRETE SHALL BE ASTM C 1191 TYPE III PORTLAND CEMENT, 3,000 PSI, 28 DAYS.
2. FILL BEHIND CAPACITY SHALL BE 2,000 PSI.
3. ALL CAST IN PLACE CONCRETE SHALL BE TO COMPLY WITH THE FOLLOWING:
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GROVE ESTATES

ENTRY ELEVATIONS, SECTIONS & DETAILS

Grove Ventures, LLC.

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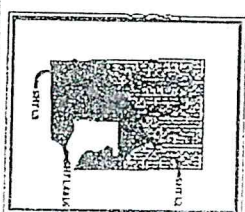
Schoppe Dattin Associates Inc.

1234567890



LS OF L7

SCALE: 1" = 10'



PLANT CODE KEY	FIELD	COLLECTION
1. <u>LOCAL</u> <u>SECRET</u>		
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Kenzo, 1989

ENTRY LANDSCAPE PLAN

Grove Ventures, LLC.

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