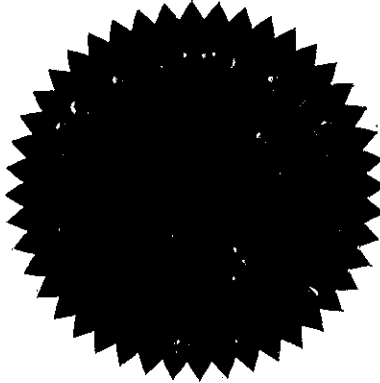


PUBLISHED IN PAMPHLET FORM THIS 26TH DAY OF AUGUST, 1998,  
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,  
DUPAGE COUNTY, ILLINOIS.

Lorraine G. Gethardt  
Village Clerk

*Lorraine G. Gethardt*  
*Secretary*



VACATING TECHNOLOGY DRIVE  
(HOMESTEAD VILLAGE SUBDIVISION)

FRONT OF PAMPHLET

PAMPHLET

ORDINANCE 4517

**ORDINANCE VACATING TECHNOLOGY DRIVE**

**ORDINANCE NO. 4517**

BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

**SECTION 1:** It is hereby determined that the public interest will be subserved by vacating Technology Drive hereinafter described.

**SECTION 2:** The following described Technology Drive:

OF THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM, RECORDED FEBRUARY 14, 1956 AS DOCUMENT NUMBER 789439; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4 (SAID LINE ALSO BEING THE SOUTHERLY LINE OF BUTTERFIELD ROAD) FOR A DISTANCE OF 89.32 FEET; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS ALONG THE EASTERLY LINE OF TECHNOLOGY DRIVE PER PLAT OF DEDICATION RECORDED OCTOBER 12, 1993 AS DOCUMENT R93-231007, 335.99 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 255.00 FEET, WHOSE CHORD BEARS SOUTH 63 DEGREES 52 MINUTES 38 SECONDS EAST, FOR A CHORD DISTANCE OF 400.85 FEET, TO A POINT OF TANGENCY; THENCE NORTH 64 DEGREES 18 MINUTES 43 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TECHNOLOGY DRIVE A DISTANCE OF 1423.39 FEET; THENCE NORTH 25 DEGREES 41 MINUTES 17 SECONDS WEST, 15.00 FEET; THENCE NORTH 64 DEGREES 18 MINUTES 43 SECONDS EAST, 80.00 FEET; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, 95.00 FEET; THENCE SOUTH 64 DEGREES 18 MINUTES 43 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID TECHNOLOGY DRIVE, 1503.39 FEET, TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 335.00 FEET; WHOSE CHORD BEARS NORTH 63 DEGREES 52 MINUTES 38 SECONDS WEST, FOR A CHORD DISTANCE OF 526.60 FEET, TO A POINT OF

TANGENCY; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST, 291.24 FEET; THENCE NORTH 28 DEGREES 18 MINUTES 00 SECONDS WEST, 20.61 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS. as shown on the plat attached hereto as Exhibit "A" and designated "hereby vacated" be and the same hereby is vacated,

SECTION 3: That the Department of Community Development is hereby directed to record a certified copy of this Ordinance, along with the original Plat of Vacation with the DuPage County Recorder of Deeds.

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

First reading waived by action of the Board of Trustees this 20th day of August, 1998.

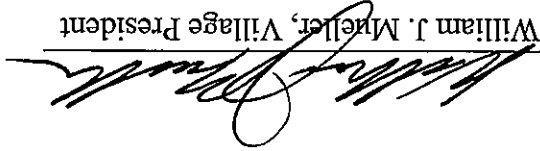
Passed on second reading this 20th day of August, 1998.

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas and Kuftrin

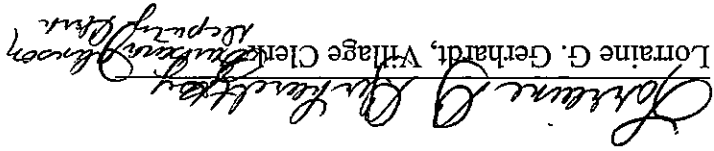
Nays: None

Absent: None

Approved this 20th day of August, 1998.

  
William J. Mueller, Village President

ATTEST:

  
Lorraine G. Gerhardt, Village Clerk

RESOLUTION  
R 38 99

A RESOLUTION AUTHORIZING SIGNATURE  
OF PRESIDENT AND CLERK ON AN AGREEMENT AND ON A PLAT

WHEREAS, the Village of Lombard has received a Development Agreement between the Village of Lombard and Atlantic Homestead Village Limited Partnership as attached hereto and marked as Exhibit "A"; and

WHEREAS, the Village of Lombard has received a Final Plat of Subdivision for Homestead Village Subdivision as attached hereto and marked as Exhibit "B"; and

WHEREAS the Corporate Authorities deem it to be in the best interest of the Village to approve such Agreement and Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Development Agreement as attached hereto and is authorized to sign on behalf of the Village of Lombard said Plat as attached hereto, subject to the necessary easements being granted on the Final Plat prior to recordation with the DuPage County Recorder.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said Agreement and Plat as attached hereto as Exhibit "A" and Exhibit "B".

Adopted this 20th day of August, 1998.

Ayes: Trustees Borgatell, Tross, Schaffner, Jaugilas and Kutrin

Nays: None

Absent: None

Approved by me this 20th day of August, 1998.

*[Signature]*  
William J. Mueller, Village President

ATTEST:

*[Signature]*  
Lorraine G. Gerhardt, Village Clerk  
*[Signature]*  
Deputy Clerk

073098;081098

homeslead/devagr.#

THIS INSTRUMENT PREPARED BY  
AND MAIL TO:

Henry S. Stillwell III  
Rathje, Woodward, Dyer & Burt  
300 E. Roosevelt Road  
P. O. Box 786  
Wheaton, IL 60189

**DEVELOPMENT AGREEMENT**

**AN AGREEMENT RELATING TO THE APPROVAL OF A  
MAJOR PLAT OF SUBDIVISION (OR MAJOR DEVELOPMENT),  
THE MAKING OF REQUIRED IMPROVEMENTS, AND PROVIDING FUNDS  
THEREFOR, FOR HOMESTEAD VILLAGE SUBDIVISION, LOMBARD, IL**

**THIS DEVELOPMENT AGREEMENT ("Agreement"), made and entered into this**  
**LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter referred to as the**  
**"Developer" or "Owner") and the VILLAGE OF LOMBARD, a municipal corporation, located**  
**in DuPage County, Illinois (hereinafter referred to as the "Village").**

**WITNESSETH:**

**Whereas, Developer is developing the real estate situated within the corporate limits of**  
**said Village, legally described in Exhibit I attached hereto and made a part hereof ("Subject**  
**Realty"), and platted as a subdivision known as Homestead Village Subdivision ("Subdivision"),**  
**as shown by prints of the final plat of subdivision thereof placed on file in the office of the Village**  
**Clerk of said Village and legally described in attached Exhibit I by reference thereto hereby made**  
**a part hereof ("Final Plat"); and,**

**Whereas, Developer is the owner of fee title to all portions of the Subject Realty except**  
**lots 2, 6 and 8 as identified on the Final Plat, which three lots are owned in fee title by NICOR**  
**Gas but over which three lots Developer possesses an easement from NICOR Gas for the surface**  
**development and use rights; and**

**Whereas, Developer has prepared the Final Plat as referenced in this document which has**  
**been approved by the Village Board of Trustees of the Village and which upon receipt by the**  
**Village of an Irrevocable Letter of Credit for an amount specified as security for subdivision**  
**improvements, and for such other purpose or purposes herein mentioned if any, as itemized in the**

engineer's estimate of costs attached hereto as Exhibit 2 ("Engineer's Estimate") and upon execution of this Development Agreement shall be recorded; and

Whereas, plans and specifications for the making of the required improvements within the boundaries of the Subdivision, as prepared by March's Engineering, Ltd. dated \_\_\_\_\_, 1998 ("Final Engineering") and landscape plans, as prepared by Kohlas Bradford & Associates, Inc. dated \_\_\_\_\_, 1998 ("Landscape Plan"), have been approved by the Corporate Authorities of the Village, which Final Engineering includes plans for sidewalks, parkway trees, street lighting and storm drainage facilities for the off-site portion of the Subdivision, if any, (the Final Engineering and Landscape Plan collectively hereinafter referred to as the "Final Plans"); and

Whereas, Developer has entered into contracts or will enter into contracts for the work and improvements required to be made within the Subdivision pursuant to the Final Plans.

Now, therefore, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**Section 1: Commencement of construction of the public improvements identified in the**

Final Plans may begin only after Developer has delivered one or more Irrevocable Letters of Credit in a form satisfactory to the Village and issued by a bank or financial institution approved by the Village in an amount equal to 115% of the Engineer's Estimate of cost of construction as approved by the Village's engineer or 115% of actual construction cost for underground utilities (including water distribution system, sanitary sewer system, and storm sewers) with apertances; storm water control systems (including retention or detention ponds, drainage ways and related facilities); right-of-way improvements, (streets, curbs, gutters, sidewalks, streetlights, pedways, and parkway landscaping); and all related grading improvements.

**Section 2: Developer agrees to cause to be made in the Subdivision with due dispatch and**

diligence, such improvements as are required under applicable provisions of the Lombard Subdivision and Development Ordinance and the Final Plans and in a manner consistent with the provisions of the Annexation Agreement for the Subject Realty dated June 18, 1998 ("Annexation Agreement"). Developer will, when required to bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said improvements, to the end that said improvements will be duly and satisfactorily completed within the time or times herein provided. Developer agrees that all work in the construction of said improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its approval. Developer will at its expense furnish all necessary engineering services for said improvements.

**Section 3:** The improvements subject to the Letter of Credit and included within the Final Plans shall be completed within twenty-four (24) months of recording of the Final Plat unless otherwise extended by amendment to this Agreement by the Lombard Board of Trustees. All Letters of Credit, assurances, guarantees, acceptances, and related matters shall comply with the Lombard Subdivision and Development Ordinance. The construction of improvements by Developer and issuance of approvals by the Village for the Subdivision shall comply with the following schedule:

- A. Sediment and Erosion Control
 

Sediment and Erosion control measures shall be implemented as per the Subdivision and Development Ordinance prior to building permits or authorization to proceed with mass grading or other improvements to the property. Said measures shall be maintained during the entire construction process and shall be inspected and repaired as necessary after each significant rainfall. Failure to do so may result in the issuance of a stop work order for any outstanding public improvements or building permits.
- B. Tree preservation measures
 

No tree preservation requirements shall be applicable to the development of the Subdivision.

Authorization to proceed with public improvements

- C.
 

Upon approval of the Final Engineering, receipt of all required fees, approval of the Letter of Credit, recording of this Agreement and the Final Plat, and completion of item "A" above, authorization to begin public improvements will be given by the Village. The foregoing notwithstanding, Developer shall be permitted by the Village to commence mass grading for the Subdivision upon (i) compliance by Developer with item "A" above, (ii) approval by the Village Engineering Department of the final grading plan which is a part of the Final Engineering, and (iii) the delivery by Developer to the Village of the applicable Letter of Credit or other guarantees or assurances pertaining to such mass grading. Said mass grading may be commenced by Developer prior to approval and recording of the Final Plat.
- D. Construction of Storm Water Control System
 

The storm water detention pond and a storm water management system for that portion of the site which construction activities have begun is to be operational prior to the issuance of any building permits. An operational storm water

dettention pond and storm water management system means that the volume of the storm water dettention pond is adequate for the flow being directed to it and the restictor outlet is in place and that the system has been reviewed and approved by the Director of Community Development. Final grading and landscaping of the dettention pond shall be completed in conjunction with final landscaping.

E.

Issuance of Building Permits

1)

Foundation-Only Permits

Foundation-only permits may be issued upon completion of adequate construction access to the corresponding building sites and the completion of underground utility work across the street frontage of the subject building site. Adequate access shall mean a maintained gravel access road, as a minimum.

2)

Building Permits

Building permits may be issued upon provision of adequate emergency access to the building site (gravel sub base) and an operational fire hydrant within 300 feet of the subject building site.

F.

Intentionally Omitted

G.

Certificates of Occupancy

Issuance of a Certificate of Occupancy for a building shall be issued upon satisfactory completion of the following:

1)

Inspection and approval by the Bureau of Inspectional Services

2)

Completion of the water distribution system including testing and chlorination; No occupancy permits for a buildings shall be granted by the Village until the water distribution system has been looped (through the development).

3)

Completion of the sanitary sewer system to that building.

4)

Substantial completion of the public street system to the subject building and either a turnaround capability for a fire truck or a gravel base through the development in a manner to provide two means of emergency access for each building. Substantial completion shall include the existing curbs,



All deficiencies described in the final punch list prepared by the Village Engineer shall be satisfactorily completed and approved by the Directors of Public Works and Community Development.

- 3) All deficiencies described in the final punch list prepared by the Village Engineer shall be satisfactorily completed and approved by the Directors of Public Works and Community Development.
- 2) Engineer's Certification. The Design Engineer is to certify that the detention pond was constructed in accordance with the Village's flood control ordinances, and that the project was constructed substantially to plan.
- 1) Final Record Drawings (as built), including final grading and all utilities, shall be submitted for the review and approval of the Director of Community Development prior to acceptance of the public improvements.

I Acceptance of Public Improvements

- 2) All other required parkway landscaping and other public improvements shall be completed within twenty-four (24) months of Final Plat recordation or prior to acceptance of the public improvements, whichever date occurs first.
- 1) Final grading and landscaping of the retention pond and similar common areas must be completed and planted before the end of the first planting season following the initial occupancy for a building located within the Subdivision.

H Other Improvements

- 7) Record drawings (as built) of the detention pond and of the sanitary sewer and domestic water facilities required to serve that building shall be submitted and approved prior to the first Certificate of Occupancy.
- 6) Landscaping of the subject building site must be substantially completed. This includes parkway trees, final grading and ground cover. This condition may be waived by the Department of Community Development if a hardship exists on account of winter conditions provided a Letter of Credit in favor of the Village is posted by the Developer.
- 5) Sidewalks must be installed across the frontage of the subject building site in compliance with the Annexation Agreement.
- 4) Gutter, street lights, and the existing asphalt surface, as provided in the Annexation Agreement.

- 4) A twelve (12) month maintenance guarantee in the form of a Letter of Credit shall be submitted and approved. Said guarantee and Letter of Credit shall comply with the Lombard Subdivision and Development Ordinance and shall be in an amount equal to ten (10) percent of the original installation guarantee Letter of Credit for the public improvements.
- 5) The public improvements to be dedicated to the Village of Lombard shall be accepted by the Board of Trustees. Upon acceptance by the Board of Trustees, the installation guarantee Letter of Credit shall be returned to Developer.
- 6) The maintenance guarantee Letter of Credit, upon inspection and determination that no deficiencies exist, shall be returned at the time of its expiration.

**Section 4: Construction Damage to Public Improvements:**

Care shall be taken to avoid damage to public improvements, including utilities and curbs, during construction. Any public improvement damaged during construction shall be repaired to the satisfaction of the Village and in substantial compliance with this Agreement and all relevant Village ordinances.

**Section 5: Dedication of Public Improvements:**

Upon approval and acceptance of the aforesaid improvement by the Village of same shall become the property of the Village and subject to its control; and if deemed necessary or desirable by the Corporate Authorities of the Village, a formal dedication or conveyance to the Village shall be made by the owner or owners.

**Section 6: Letter of Credit:**

It is expressly understood that this Agreement is conditional upon and subject to the delivery to the Village of the Letter of Credit provided for in Section 1 above from the financial institution approved by the Village, and subject to the Corporate Authorities of the Village approving the same and placing the same on file.

**Section 7: Notices:**

All notices or demands to be given hereunder shall be in writing, and shall be deemed effectively given on the second business day following the mailing of any such notice or demand by Certified or Registered Mail. Said notices shall be provided to the Developer and Owner at:

Atlantic Homestead Limited Partnership  
2100 River Edge Parkway  
9<sup>th</sup> Floor  
Atlanta, GA 30328  
Attn: John Sullivan

and

Atlantic Homestead Limited Partnership  
1140 Empire Central Drive  
Suite 450  
Dallas, TX 75247  
Attn: Mark Marshall

and to the Village at:

Village of Lombard  
255 E. Wilson Ave.  
Lombard, IL 60148  
Attn: Department of Community Development

or to such other place for any party as it may in writing designate.

**Section 8: Site Access:**

Developer (and its contractors) shall keep all streets which provide access to the subdivision reasonably clean from all mud, gravel and other debris, at all times during and after construction hours.

**Section 9: Traffic Controls:**

The Developer shall install traffic signs and other devices as required by the Village pursuant to the Annexation Agreement, if any, for the proper control of vehicles and pedestrians in the area. These control devices shall meet the specifications of the Village Engineer.

**Section 10: Acceptance:**

Public improvements shall be accepted by the Village Board after certification by the Village Engineer and Director of Community Development that the improvements are in compliance with previously approved plans, specifications, and relevant ordinances. All required

fees and procedures shall be provided prior to such acceptance. The Village shall not be liable for any damages that may occur on any dedicated road within a new subdivision that has not been accepted by the Village Board. The Developer shall hold the Village free and harmless and indemnify the Village, its agents, officers and employees from any and all such claims, damages, judgments, costs and settlements including, but not limited to attorneys' fees that may arise from construction, use, repair, or maintenance of said improvements before they are accepted by the Village Board.

**Section 11: Binding Effect and Term and Covenants Running with the Land:**

This Agreement has been executed on behalf of the Village pursuant to action adopted by the Corporate Authorities of said Village at a meeting of said Corporate Authorities duly held on August 20, 1998.

This Agreement has been executed by the Developer and shall be binding on the heirs and assigns of the Developer and of the Owner, but shall not be binding on a unit owner subsequent to the issuance of an occupancy permit for that unit.

This Agreement shall automatically expire upon the expiration of the maintenance guarantee Letter of Credit required at the time of acceptance of the public improvements as set forth in item 1.4 of Section 3 herein.

In witness thereof, the parties hereto have caused these presents to be duly executed on their behalf respectively and have caused their respective Corporate Seals to be affixed hereto, all as of the day and year first above written:

Developer and Owner:

ATLANTIC HOMESTEAD VILLAGE  
LIMITED PARTNERSHIP, a Delaware  
partnership,

By: Atlantic Homestead Village (1) Incorporated,  
a Maryland corporation, its sole general partner

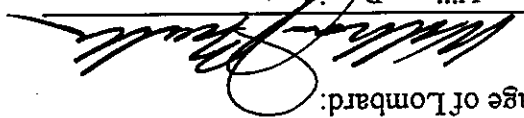
By: 

Name: S. Scott Stewart

Title: Vice President

ATTEST:

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

Village of Lombard:  
  
By: \_\_\_\_\_  
Village President

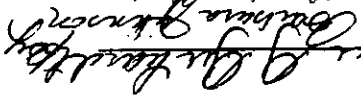
Attest:   
Village Clerk Rosemary Beck

EXHIBIT 1

DEVELOPMENT AGREEMENT DATED \_\_\_\_\_ FOR  
HOMESTEAD VILLAGE SUBDIVISION, LOMBARD, IL

LEGAL DESCRIPTION

LOTS 1 THROUGH 9 IN HOMESTEAD VILLAGE SUBDIVISION, BEING A  
SUBDIVISION IN PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH,  
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO  
THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER \_\_\_\_\_  
IN DUPAGE COUNTY, ILLINOIS.

PARCEL NUMBERS: 06-29-402-020; 06-28-103-013;

06-29-402-024; 06-29-402-025;

(underlying)

**EXHIBIT 2**  
**DEVELOPMENT AGREEMENT DATED**  
**FOR** **HOMESTEAD VILLAGE SUBDIVISION, LOMBARD, IL**  
**ENGINEER'S ESTIMATE**  
**(See following 3 pages)**

073098:081098

homestead/devagr.#

ENGINEER'S PRELIMINARY COST ESTIMATE FOR HOMESTEAD VILLAGE - LOMBARD

MARCHER'S ENGINEER NG LTD.

JOB NO.: 99-075

ITEM DESCRIPTION UNITS QUANTITY UNIT COST TOTAL COST

HOMESTEAD VILLAGE SITE IMPROVEMENTS

A. WATER MAIN IMPROVEMENTS

L.F.	1.4" DIWM W/FITTINGS	37	\$10.00	\$370.00
L.F.	2.6" DIWM W/FITTINGS	36	\$12.00	\$432.00
EA.	3.4" GATE VALVE W/STEM BOX	1	\$600.00	\$600.00
EA.	4.8" GATE VALVE W/48" VAULT	1	\$1,200.00	\$1,200.00
C.Y.	5 TRENCH BACKFILL	15	\$10.00	\$150.00
SUBTOTAL				\$2,752.00

B. SANITARY SEWER IMPROVEMENTS

L.F.	1.4" FORCE MAIN	170	\$10.00	\$1,700.00
L.F.	2 AUGER & PUSH 4" SAN. SEWER W/ 16" STEEL SLEEVE	45	\$150.00	\$6,750.00
L.F.	3 8" PVC SANITARY SEWER W/BEDDING	714	\$16.00	\$11,424.00
L.F.	4 AUGER & PUSH 8" SAN. SEWER W/ 20" STEEL SLEEVE	45	\$175.00	\$7,875.00
EA.	5 48" DIA. SANITARY SEWER MANHOLE (COMPLETE)	4	\$1,100.00	\$4,400.00
EA.	6 LIFT STATION W/CONTROLLER	1	\$50,000.00	\$50,000.00
EA.	7 STAND-BY GENERATOR	1	\$15,000.00	\$15,000.00
C.Y.	8 TRENCH BACKFILL	300	\$10.00	\$3,000.00
SUBTOTAL				\$100,149.00

C. STORM SEWER IMPROVEMENTS

L.F.	1.6" PVC STORM DRAIN	1030	\$9.00	\$9,270.00
L.F.	2 12" RCP STORM SEWER CL IV	954	\$18.00	\$17,172.00
L.F.	3 16" RCP STORM SEWER CL IV	281	\$18.00	\$5,058.00
L.F.	4 18" RCP STORM SEWER CL IV	172	\$21.00	\$3,612.00
L.F.	5 21" RCP STORM SEWER CL IV	127	\$24.00	\$3,048.00
L.F.	6 24" RCP STORM SEWER CL IV	118	\$27.00	\$3,186.00
L.F.	7 30" RCP STORM SEWER CL IV	1100	\$31.00	\$34,100.00
EA.	8 48" MANHOLE	11	\$800.00	\$8,800.00
EA.	9 48" CATCH BASIN	19	\$950.00	\$18,050.00
EA.	10 12" RCP, FEES	1	\$275.00	\$275.00
EA.	11 15" RCP, FEES	1	\$290.00	\$290.00
EA.	12 18" RCP, FEES	1	\$310.00	\$310.00
EA.	13 30" RCP, FEES	3	\$450.00	\$1,350.00
EA.	14 REMOVE EXISTING CATCH BASIN	3	\$300.00	\$900.00
L.F.	15 REMOVE EXISTING STORM SEWER	350	\$15.00	\$4,950.00
EA.	16 REMOVE EXISTING FEES	3	\$150.00	\$450.00
C.Y.	17 TRENCH BACKFILL	2000	\$10.00	\$20,000.00
SUBTOTAL				\$128,913.00



AUG 18 '98 11:39AM

31-2133

ENGINEER'S PRELIMINARY COST ESTIMATE FOR  
HOMESTEAD VILLAGE - LOMBARD

MARCHBRIE ENGINEERING LTD

JOB NO.: 98-075

ITEM DESCRIPTION      UNITS      QUANTITY      UNIT COST      TOTAL COST

D. PAVEMENT IMPROVEMENTS

1	F.C.C. 8-6.12 CURB AND GUTTER	L.F.	2500	\$8.50	\$23,800.00
2	5" P.C.C. SIDEWALK	S.F.	3300	\$3.00	\$9,900.00
3	2" CA-6 BASE COURSE MAT.	S.Y.	3300	\$2.00	\$6,600.00
4	4" CA-6 BASE COURSE MAT.	S.Y.	240	\$3.50	\$840.00
5	10" CA-6 BASE COURSE MAT.	S.Y.	7760	\$8.50	\$65,960.00
6	8" 8AM BASE COURSE PAVEMENT	S.Y.	240	\$12.00	\$2,880.00
7	1 1/2" BIT. CONC. SURFACE COURSE, CLASS 1	S.Y.	8000	\$3.50	\$28,000.00
8	2" BIT. CONC. BINDER COURSE	S.Y.	7760	\$3.75	\$29,100.00
9	BIT. TACK COAT MAT. (0.50 GAL/SY)	GAL.	2400	\$0.75	\$1,800.00
10	4" PAINTED LINE	L.F.	3000	\$0.25	\$750.00
11	4" THERMOPLASTIC LANE LINE	L.F.	240	\$0.50	\$120.00
12	24" THERMOPLASTIC STOP BAR	L.F.	54	\$4.62	\$249.48
13	HANDICAP SIGNS WITH POSTS	EA.	6	\$75.00	\$450.00
14	STOP SIGNS WITH POSTS	EA.	3	\$75.00	\$225.00
15	PAINTED HANDICAP SYMBOL	EA.	6	\$50.00	\$300.00
16	CURB AND GUTTER REMOVAL & DISPOSAL	L.F.	440	\$3.00	\$1,320.00
17	ASPHALT PAVEMENT REMOVAL & DISPOSAL	S.Y.	6500	\$6.00	\$39,000.00
<b>SUBTOTAL</b>					<b>\$211,294.48</b>

E. SOIL EROSION CONTROL

1	SILT FENCE	L.F.	2440	\$1.25	\$3,050.00
2	STRAW BALES	EA.	88	\$6.00	\$528.00
3	RIP RAP	S.Y.	170	\$20.00	\$3,400.00
<b>SUBTOTAL</b>					<b>\$6,978.00</b>

F. MASS GRADING  
1 CLEARING AND GRUBBING  
2 MASS GRADING

---	L.S.	---	---	\$5,000.00	
---	L.S.	---	---	\$75,000.00	
<b>SUBTOTAL</b>					<b>\$80,000.00</b>

HOMESTEAD VILLAGE TOTAL = \$550,986.46

ENGINEER'S PRELIMINARY COST ESTIMATE FOR  
HOMESTEAD VILLAGE - LOMBARD

MARCHAIS ENGINEERING LTD.

JOB NO.: 98-075

AUG 18 '98 11:39AM

5/10/98

P.17/17

PUBLIC IMPROVEMENTS

A. WATER MAIN IMPROVEMENTS

- 1 6" DIWM W/FITTINGS
- 2 8" DIWM W/FITTINGS
- 3 BREAK FLANGE FIRE HYDRANT W/AUX VALVE (COM)
- 4 3" GATE VALVE W/48" VAULT
- 5 6" X 8" PRESSURE CON. W/ VALVE & 48" VAULT
- 6 8" X 8" PRESSURE CON. W/ VALVE & 48" VAULT
- 7 AUGER AND PUSH 8" DIWM W/ STEEL SLEEVE
- 8 TRENCH BACKFILL

B. PAVEMENT IMPROVEMENTS

- 1 5" PCC SIDEWALK
- 2 2" CA-6 BASE COURSE MAT.
- 3 4" THERMOPLASTIC LANE LINE
- 4 6" THERMOPLASTIC LANE LINE
- 5 12" THERMOPLASTIC LANE LINE
- 6 THERMOPLASTIC ARROWS
- 7 THERMOPLASTIC LETTERS (ONLY)
- 8 ASPHALT PAVEMENT REMOVAL & REPLACEMENT
- 9 CURB AND GUTTER REMOVAL AND REPLACEMENT
- 10 CURB AND GUTTER REMOVAL

ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
L.F.		21	\$12.00	\$252.00
L.F.		2055	\$16.00	\$32,980.00
EA.		2	\$1,100.00	\$2,200.00
EA.		2	\$1,200.00	\$2,400.00
EA.		2	\$1,200.00	\$2,400.00
EA.		1	\$2,100.00	\$2,100.00
EA.		1	\$2,200.00	\$2,200.00
L.F.		100	\$175.00	\$17,500.00
C.Y.		450	\$12.00	\$5,400.00
SUBTOTAL				\$64,932.00

ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
S.F.		10740	\$3.00	\$32,220.00
S.Y.		10740	\$2.00	\$21,480.00
L.F.		2425	\$0.50	\$1,212.50
L.F.		185	\$1.00	\$185.00
L.F.		125	\$2.25	\$281.25
EA.		3	\$125.00	\$375.00
EA.		3	\$187.50	\$562.50
S.Y.		58	\$14.00	\$812.00
L.F.		30	\$12.00	\$360.00
L.F.		300	\$3.00	\$900.00
SUBTOTAL				\$58,388.25

PUBLIC IMPROVEMENTS = \$123,320.25

PROJECT TOTAL = \$653,406.73

**ORDINANCE VACATING TECHNOLOGY DRIVE**

ORDINANCE NO. 4517

BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

**SECTION 1:** It is hereby determined that the public interest will be subserved by vacating Technology Drive hereinafter described.

**SECTION 2:** The following described Technology Drive:

OF THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM, RECORDED FEBRUARY 14, 1956 AS DOCUMENT NUMBER 789439; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4 (SAID LINE ALSO BEING THE SOUTHERLY LINE OF BUTTERFIELD ROAD) FOR A DISTANCE OF 298.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID NORTHERLY LINE OF TRACT 4, 89.32 FEET; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS ALONG THE EASTERLY LINE OF TECHNOLOGY DRIVE PER PLAT OF DEDICATION RECORDED OCTOBER 12, 1993 AS DOCUMENT R93-231007, 335.99 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 255.00 FEET, WHOSE CHORD BEARS SOUTH 63 DEGREES 52 MINUTES 38 SECONDS EAST, FOR A CHORD DISTANCE OF 400.85 FEET, TO A POINT OF TANGENCY; THENCE NORTH 64 DEGREES 18 MINUTES 43 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TECHNOLOGY DRIVE A DISTANCE OF 1423.39 FEET; THENCE NORTH 25 DEGREES 41 MINUTES 17 SECONDS WEST, 15.00 FEET; THENCE NORTH 64 DEGREES 18 MINUTES 43 SECONDS EAST, 80.00 FEET; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, 95.00 FEET; THENCE SOUTH 64 DEGREES 18 MINUTES 43 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID TECHNOLOGY DRIVE, 1503.39 FEET, TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, SAID

CURVE HAVING A RADIUS OF 335.00 FEET, WHOSE CHORD BEARS NORTH 63 DEGREES 52 MINUTES 38 SECONDS WEST, FOR A CHORD DISTANCE OF 526.60 FEET, TO A POINT OF TANGENCY, THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST, 291.24 FEET, THENCE NORTH 28 DEGREES 18 MINUTES 00 SECONDS WEST, 20.61 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

as shown on the plat attached hereto as Exhibit "A" and designated "hereby vacated" be and the same hereby is vacated,

SECTION 3: That the Department of Community Development is hereby directed to record a certified copy of this Ordinance, along with the original Plat of Vacation with the DuPage County Recorder of Deeds.

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

First reading waived by action of the Board of Trustees this 20th day of August, 1998.

Passed on second reading this 20th day of August, 1998.

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas and Kuftrin

Nays: None

Absent: None

Approved this 20th day of August, 1998.

*[Signature]*  
William J. Mueller, Village President

ATTEST:

*[Signature]*  
Lorraine G. Gerhardt, Village Clerk  
*[Signature]*  
Lorraine G. Gerhardt, Village Clerk

