



ORDINANCE NO. O-05-98

SUBDIVISION CONTROL ORDINANCE

VILLAGE OF ADDISON
COMMUNITY DEVELOPMENT DEPARTMENT
ONE FRIENDSHIP PLAZA
ADDISON, IL 60101

SUBDIVISION CONTROL ORDINANCE

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THE VILLAGE OF ADDISON

SUBDIVISION CONTROL ORDINANCE

AN ORDINANCE AMENDING CHAPTER 18 OF THE ADDISON VILLAGE CODE, ESTABLISHING STANDARDS AND REGULATIONS FOR THE DESIGN AND CONSTRUCTION OF LAND BASED IMPROVEMENTS, AND FOR THE SUBDIVISION, RESUBDIVISION, PLANNED UNIT DEVELOPMENT AND SPECIAL USE OF LAND; PROCEDURES FOR SUBMITTING PRELIMINARY PLANS AND FINAL PLATS AND THEIR APPROVAL; AND FOR IMPOSING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE.

ORDINANCE NO. O-05- 98

ORDINANCE AMENDING THE SUBDIVISION CONTROL ORDINANCE (CHAPTER 18 OF THE VILLAGE CODE) IN ITS ENTIRETY

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provide that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Addison, Du Page County, Illinois, with a population in excess of 25,000, is therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Mayor and Board of Trustees find and hereby declare that it is in the best interests of the Village to amend the Subdivision Control Ordinance of the Village (Chapter 18 of the Village Code) in its entirety;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ADDISON, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: That the Subdivision Control Ordinance known as Ordinance O-73-14 including the Standard Specifications for Design and Construction known as Ordinance O-93-127 shall be and hereby are replaced in their entirety as attached hereto and made part hereof.

SECTION TWO: Any and all policies, resolutions or ordinances of the Village of Addison in conflict with the provisions of this ordinance adopted herein shall be, and they are hereby, repealed.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

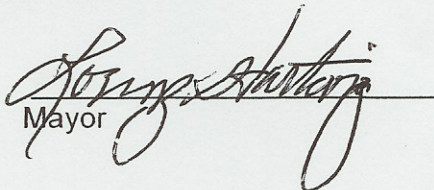
PASSED THIS 6th day of September, 2005.

AYES: Trustees Hendley, Layne, Lynch, Mc Dermott, Theodore, Venstra

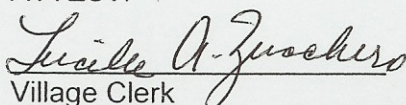
NAYS: None

ABSENT: None

APPROVED THIS 6th day of September, 2005.


Mayor

ATTEST:


Village Clerk

Published on September 8, 2005.

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ARTICLE I

TITLE

This Ordinance shall be known, cited and referred to as the:

SUBDIVISION CONTROL ORDINANCE

ARTICLE II

PURPOSE AND JURISDICTION

A. PURPOSE

This Ordinance, which is based on the "Comprehensive Plan" of the Village of Addison, is adopted to promote and protect the public health, safety, morals, comfort, convenience and general welfare of the people; to protect the character and maintain the stability of Addison and contiguous unincorporated territory; to assure the orderly development of the Village of Addison; to establish reasonable standards applicable to design, materials and construction of public, as well as private improvements to a parcel of land, excluding the building; and to establish procedures for the subdivision, resubdivision, and planned unit development of land within the Village and surrounded unincorporated territory.

The requirements set forth in this Ordinance are deemed to be the minimum requirements of the Village of Addison.

B. JURISDICTION

These regulations and standards shall be applicable to all construction, subdivisions, resubdivisions, and planned unit developments within the corporate limits of the Village of Addison and unincorporated territory not more than one and one - half (1-1/2) miles beyond the corporate limits of the Village of Addison as shown on the "Official Map of Addison".

ARTICLE III

RULES AND DEFINITIONS

In the construction of this Ordinance, and any amendment thereto, the rules and definitions contained in this Article shall be observed and applied, except when the context clearly indicates otherwise:

A. RULES

1. Words used in the present tense shall include the future tenses.
2. Words used in the singular number shall include the plural number, and words used in the plural shall include the singular number.
3. The word "shall" is mandatory and not discretionary.
4. The word "may" is permissive.
5. The word "lot" shall mean and include the words "place" and "parcel".
6. The phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for", and "occupied for".
7. The word "person" shall mean and include any corporation, partnership, joint venture, company, trust, firm, association, organization or any other entity.
8. The masculine gender includes the feminine and neuter genders.
9. Whenever a word or term defined herein appears in the text of this Ordinance, caption or illustration, its meaning shall be construed as set forth in the definition thereof and any word appearing in parenthesis directly thereafter shall be construed in the same manner.
10. The word "Subdivider" shall mean any person who subdivides or resubdivides land.
11. The word "Owner" shall mean and include the owner in fee simple, the title holder of record, the trustee of any trust which holds title to land and the beneficiaries of such trust, or any of them.

B. DEFINITIONS

The following words and terms shall have the meanings hereinafter set forth, except where otherwise specifically indicated. Terms not defined herein shall have the meaning customarily given them in the development and construction industry.

A.D.T. The average daily traffic which is based on current traffic counts projected for future development.

ALLEY A dedicated public right-of-way primarily designed to serve as access to the side or rear of those properties whose principal frontage is on a street.

APPLICANT Is any person, firm, or governing agency who executes the necessary forms to procure official approval of a project or permit to carry out construction of a project within the village.

BASE FLOOD Is a flood having a one percent (1%) probability of being equaled or exceeded in any given year. A base flood is also known as the 100 year flood event.

BASE FLOOD AREA The land area subject to inundation by waters of a base flood.
(see Flood Plain)

BASE FLOOD ELEVATION (BFE) The height of the base flood in relation to the National Geodetic Vertical Datum of 1929. Application of the base flood elevation at any location is as defined in Section 26-302 of Ordinance NO. 0-90-40.

BLOCK Is a tract of land bounded by streets or by a combination of streets, public parks, cemeteries, railroad rights-of-way, bulkhead lines or shorelines, waterways or boundary lines of the corporate limits of the Village and/or surrounding municipalities.

BOARD OF TRUSTEES Shall mean the Board of Trustees of the Village of Addison, Illinois.

BOND Cash, a cashiers or certified check, a subdivision improvement completion and payment performance bond or an irrevocable letter of credit as approved by the Director of Community Development, which is posted with the Village to guarantee the completion of public and private improvements and the payment of public improvements.

BUILDING Any structure having a roof supported by columns or walls for the shelter or enclosure of persons, animals or property.

COLLECTOR STREET (see Street, Collector)

COMMISSION Shall mean the Plan Commission of the Village of Addison, Illinois.

COMPREHENSIVE PLAN Is collectively those documents and ordinances of the Village of Addison relating plans for land use, community facilities, major streets and land development.

CONCEPT PLAN (See Plat of Subdivision)

CONTROL STRUCTURE A structure designed to control the rate of flow that passes through the structure, given a specific upstream and downstream water surface elevation.

CORNER CLIP A parcel of land located at the intersection of a street or alley, dedicated to public use and intended to be occupied by a road or sidewalk.

CROSSWALK (PEDESTRIAN WAY) Is a public right-of-way within a block, 12 feet or more in width, intended primarily for pedestrians but which may include utilities where necessary, and from which motor propelled vehicles are excluded.

CUL-DE-SAC (see Street, Cul-de-sac)

DETENTION / RETENTION BASIN A facility constructed or modified to restrict the flow of storm water to a prescribed maximum rate through a controlled release by gravity, and to concurrently detain the excess waters that accumulate behind the control structure.

DEVELOPMENT Any man made change to improved or unimproved real estate, including, but not limited to, earth moving, excavating, filling, grading, and paving; mining, drilling or dredging operations; the construction of or substantial improvements made to, any building or other structure; and placement of trailers or mobile homes on a site. In addition "development" shall include any activity, excavation or fill alteration, subdivision, change in land use, or practice including without limitation redevelopment, undertaken by public or private entities that affects the discharge of storm water.

DIRECTOR OF COMMUNITY DEVELOPMENT Shall mean the Director of Community Development of the Village of Addison, Illinois.

DRIVEWAY A pathway for motor vehicles from a street to a structure or used for service purposes or for access to the structure or use only.

EASEMENT Is a grant by a property owner of the use of land for a specific purpose.

EASEMENT, SLOPE Is a grant by a property owner to allow the Village or other agency to enter the property and construct a side slope for a roadway, shoulder or other project and restore slope upon completion of project with sod or grass and to maintain the slope.

ENGINEERING PLANS The drawings on which the proposed subdivision improvements are shown and which, if approved, will be used for construction of the improvements.

EROSION The general process whereby soils are removed by flowing water or wave action.

FINAL PLAT (see Plat of Subdivision)

FLOOD PLAIN Is that land typically adjacent to a body of water with ground surface elevations at or below the base flood or the 100 - year frequency flood elevation. The floodplain is also known as the Special Flood Hazard Area (SFHA). Floodplains may include detached SFHA's, ponding areas, etc. Floodplains are those lands within the jurisdiction of the Village that are subject to inundation by the base flood or 100 -year frequency flood.

FLOOD PROTECTION ELEVATION (FPE) The elevation of the Base Flood or 100 - year frequency flood plus one foot of freeboard at any given location in the SFHA.

FREEBOARD An increment of elevation added to the base flood elevation to provide a factor of safety for uncertainties in calculations, unknown localized conditions, wave actions, and unpredictable effects such as those caused by ice or debris jams.

FRONTAGE Is the length of the front property line of the lot, lots or tract of land abutting a public street, road, highway or rural right-of-way.

GRADE Is the average level of the finished surface of the ground adjacent to the exterior walls of a building or structure; the slope of a road, street or other public way, specified in per cent (%).

GRADE, LANDING Is the grade required on streets entering major thoroughfares, at points of intersection.

ILLINOIS BEARING RATIO The relationship between load carrying capacity of the soil and that of a standard crushed stone base material.

IDOT Illinois Department of Transportation - Division of Highways.

IMPROVEMENT Any structure, grading, installation of water mains, sanitary sewers, lift station, water or sanitary services, drainage ditches, swales, culverts, storm sewers, and appurtenant structures, detention and retention basins, parking lot or street pavement, curbs and gutters, bridges, sidewalks, bike paths, cross-walks, landscaping, street lights, and other additions or deletions of facilities from the natural state of any land which increases its utility or habitability.

IMPROVEMENT, PUBLIC Any facility for which Addison may ultimately assume the responsibility for maintenance and operation.

LOT A portion of a subdivision or other parcel of land intended for transfer of ownership or for building development.

LOT, BUTT or KEY A lot at the end of the block and located between two corner lots.

LOT, CORNER A lot situated at the intersection of two (2) or more streets, or a lot at the point of deflection in alignment of a single street, the interior angle of which does not exceed 135 degrees. On a corner lot, all lot lines adjacent to a street shall be deemed front lot lines.

LOT, CORNER THROUGH A lot situated on three (3) or more streets, and having a pair of opposite lot lines along two (2) substantially parallel public streets. All street lines shall be deemed front lot lines.

LOT, FLAG A buildable lot where access is obtained by way of a narrow strip of land from a dedicated street. The minimum width of the strip shall be twelve (12) feet.

LOT, INTERIOR A lot other than a corner, reverse corner, through, butt or key lot.

LOT, REVERSE CORNER A corner lot whose street side lot line is a continuation of the front lot line of the first lot to its rear.

LOT, THROUGH A lot having a pair of opposite lot lines along two (2) substantially parallel public streets, and which is not a corner lot. On a through lot, both street lines shall be deemed front lot lines.

LOT LINE A property boundary line of any lot. When a lot extends to an abutting street or alley, the lot line shall extend to the nearest right-of-way line of such street or alley.

MAJOR STREET (see Street, Major)

MAJOR SUBDIVISION Any subdivision not classified as a minor subdivision, or any size subdivision requiring any new street or the installation of any public improvements.

MAP A drawing illustrating the configuration of a subdivision of land.

MINOR SUBDIVISION Any subdivision containing less than three (3) acres of land for single or two family residential subdivisions, or less than one (1) acre of land for multiple family or non-residential subdivisions, and not involving any new street or road or the installation of any public improvements, and in which every lot will face an existing dedicated street, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of the "Official Map", "Zoning Ordinance", or these regulations.

OFFICIAL MAP The map established by the Village Board, showing the streets, highways, parks, drainage systems and setback lines, adopted, established, and amended by the Village Board resulting from the approval of subdivision plats by the Plan Commission and the subsequent filing of the approved plats.

OFFSITE Located outside the limits of a project.

ONSITE Located within the limits of a project.

OPEN SPACE Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for passive or active recreational use, including detention / retention basins and wetlands.

OWNER Any person, group of persons, firm or firms, corporation or corporations or any other legal entity having legal title to the land sought to be subdivided under this ordinance .

PARKWAY An unpaved strip of land situated within the public right-of-way of a street.

P.C. A point of curvature.

PEDESTRIAN WAY (see crosswalk).

PLANNED UNIT DEVELOPMENT (PUD) A tract of land which is developed, under the Planned Unit Development provisions of this Ordinance and the Addison Zoning Ordinance under single ownership or unified control, with one or more principal buildings or uses. Also a parcel of land planned for development as a single lot or tract rather than as a group of individual lots, with greater flexibility than is possible under traditional zoning regulations which require side yards, setbacks, and height limitations and prohibit mixing land uses. The greater flexibility in locating buildings and in combining different land uses often makes it possible to achieve certain economic benefits in construction, as well as the preservation of open space and the inclusion of significant amenities.

PLAT of SUBDIVISION A drawing showing the division of land into lots in conformance with the requirements of this Ordinance, and the Plat Act and all other applicable requirements of law.

CONCEPT PLAN A drawing or map indicating the proposed layout of a subdivision in sketch form, exhibiting sufficient detail to provide an adequate basis for review.

PRELIMINARY PLAT A map showing all of the requirements set forth in this Ordinance for a preliminary plan, which is to be submitted to the Plan Commission for the purpose of preliminary consideration and approval.

FINAL PLAT Is the map or plan of record of a subdivision, and any accompanying material, as described in Article IX, which meets the statutory requirements for recording by the County Recorder, and which will be recorded after approval by the Village Board.

PLAT ACT Chapter 109 of the Illinois Revised Statutes, as amended from time to time.

PRELIMINARY PLAN Shall mean the drawings and documents described in Article VIII.
PRELIMINARY PLAT (See Plat of Subdivision)

P.T. A point of tangent.

P.V.C. A point of vertical curvature.

P.V.T. A point of vertical tangent.

RECORDING The filing of a document in the Office of the Recorder of Deeds of DuPage County.

RIGHT-OF-WAY A strip of land occupied or intended to be occupied by a road, sidewalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer, or for other special uses. The usage of the term "right-of-way" for land platting purposes shall mean that every right-of-way hereafter established and shown on a final record plat is to be a separate distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Rights-of-way intended for streets, sidewalks, water mains, sanitary sewers, storm sewers or any other uses involving future maintenance by a public agency shall be dedicated to public use by the maker of the plat on which such right-of-way is established.

SANITARY SEWER SERVICE A privately owned sewage system which discharges the sewage from a building or structure to a sanitary sewer system.

SANITARY SEWER SYSTEM A public sewage collection system operated by the Village of Addison, or other governmental entity, subject to regulations by the Illinois Environmental Protection Agency.

SEDIMENT Solid material having a particle size of .02 millimeters or greater, including but not limited to, all organic and mineral substances and debris transported by surface water.

SETBACK The minimum horizontal distance between any line of a building or structure and any lot line.

SERVICE DRIVE (See Street, Frontage Road)

SIDEWALK That portion of a public right-of-way, paved or otherwise surfaced, intended for pedestrian use only.

SKETCH PLAN A sketch, preparatory to the preliminary plat (or final plat in the case of a minor subdivision) to enable the subdivider to save time and expense in reaching a general agreement with the Plan Commission as to the form of the plat and the objectives of these regulations.

STANDARD SPECIFICATIONS Are the Design and Construction Standards as adopted by the Village of Addison in Ordinance No. 0-93-127.

STORM SEWER SYSTEM One or more closed conduits and all appurtenances for conveying collected storm water.

STORM WATER RELEASE RATE The rate at which the excess storm water runoff is released from dominant to subservient land or into a receiving stream without exceeding the subservient land or stream's "safe storm drainage capacity".

STORM WATER RUNOFF Rainfall not absorbed or detained by soil or plant material or lost by evaporation.

STREET, ARTERIAL A street of substantial continuity which serves or is intended to serve a large volume of traffic for both the immediate area and the region in which it is located. An arterial street may be so designated on the Village's Comprehensive Street Plan, or a regional plan under the jurisdiction of other governmental agencies. Tollways, freeways, expressways, state routes or county highways are examples of Arterial Streets.

STREET, COLLECTOR A street shown on the Official Map, which serves as a connection between a major street and several minor streets, primarily providing access to adjacent land uses.

STREET, CUL-DE-SAC A local street with only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic movement.

STREET, FRONTAGE ROAD A public street, generally paralleling and contiguous to an Arterial Street, primarily designed to promote safety by reducing ingress and egress to the right-of-way and providing safe and orderly points of access at fairly uniformly spaced intervals.

STREET, MARGINAL ACCESS A minor street which is parallel to and adjacent to a major street, and which provides access to abutting properties and protection from through traffic.

STREET, MAJOR A street shown on the Official Map, a part of the Official Comprehensive Plan, that carries, or that planning evidence indicates will carry, a large volume of traffic.

STREET, MINOR A street of limited continuity used primarily for access to abutting properties and local needs of a neighborhood.

STREET, ROADWAY Is the paved portion of a public or private right-of-way including curbs and gutters which affords a primary means of vehicular access to abutting properties, whether designated as a street, avenue, highway, road, boulevard, lane, and throughway or however otherwise designated, but excepting driveways to buildings.

STREET WIDTH The shortest distance measured between the backs of parallel curbs on streets improved with curb and gutter, or outer parallel limits of the paved portion of a street (not including shoulders) on streets without curb and gutter.

STRUCTURE Anything that is erected or constructed. The term "structure" includes, without limitation, buildings, tanks, drains, sewers, constructed channels, outfalls, parking lots, driveways, roads, sidewalks, concrete patios, etc.

SUBDIVIDER (DEVELOPER) Any person or corporation or duly authorized agent of the landowner who undertakes the subdivision of land as defined herein.

SUBDIVISION Shall include resubdivision and shall mean (1) the dividing of a tract of land into two or more lots, tracts or sites for the purpose, either immediate or future, of sale or building development, or (2) the dedication of streets, ways or other areas for the use of the public. Any sale of a division of land by metes and bounds as defined in the preceding portion of this section shall constitute a subdivision of land and require prior to any sale and before the delivery of a deed, the submission of a plat as required by law; provided, however, that the sale or exchange of parcels of land to or between adjoining property owners, where such sale or exchange does not create additional lots, shall not be considered as a subdivision of land, and provided further that an existing lot in a previously approved subdivision may be resubdivided into not more than two lots without this being considered a subdivision of land unless it violates the zoning ordinance, but such change must be reviewed and approved by the Plan Commission. Any parcel of land, within the corporate limits of the Village of Addison, including, but not limited to, assessment plats or a single lot, shall be subject to all the requirements of this ordinance; unless the required improvements have been previously installed or bonded for in accordance with this ordinance, prior to the issuing of any building permit for any new construction on said parcel.

SUBDIVISION DESIGN STANDARDS Are the basic land-planning principles established as guides for the preparation of tentative plans as detailed in Article VIII.

U.S.G.S. Is the United States Geological Survey.

VILLAGE Shall mean the Village of Addison, Illinois.

VILLAGE CLERK Shall mean the Village Clerk of the Village of Addison, Illinois.

VILLAGE ENGINEER Shall mean the Village Engineer of the Village of Addison, Illinois or duly appointed representative of the Village.

VILLAGE MANAGER Shall mean the Village Manager of the Village of Addison, Illinois.

WATER DISTRIBUTION SYSTEM A public water supply system that consists of water mains, fire hydrants, valves, wells, storage tanks, and all other elements operated by the Village of Addison, or other governmental entity, subject to regulations by the Illinois Environmental Protection Agency.

WATER SERVICE A privately owned water supply system connecting a water distribution system to a building, structure, or premises and consisting of water service pipe, fittings, control valves, and all appurtenances in or adjacent to such building, structure or premises.

WETLANDS Areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

ZONING ORDINANCE Is the Zoning Ordinance of the Village as amended.

ARTICLE IV

GENERAL PROVISIONS

A. INTERPRETATION

1. In their interpretation and application, the provisions of this Ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, morals and general welfare.
2. Where the conditions imposed by any provisions of this Ordinance are either more restrictive or less restrictive than any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations which are more restrictive and impose higher standards or requirements shall govern.
3. This Ordinance is not intended to abrogate any easement, covenant or any other private agreement, provided that where the regulations of this Ordinance are more restrictive or impose higher standards or regulations than such easements, covenants or other private agreements, the requirements of this Ordinance shall govern.
4. No subdivision of land which was not lawfully existing at the time of the adoption of this Ordinance shall become or be made lawful solely by reason of the adoption of this Ordinance, and to the extent and in any manner that said subdivision of land is in conflict with the requirements of this Ordinance, said subdivision of land remains unlawful hereunder.
5. Nothing contained in this Ordinance shall be deemed to be a consent, license or permit to use or subdivide land.
6. The provisions of this Ordinance are accumulative and additional limitations upon all other laws and ordinances heretofore passed or which may be passed hereafter, covering any subject matter in this Ordinance.
7. This Ordinance shall Govern the installation or repair of those items noted in the "Standard Specifications For Design And Construction".

B. SEPARABILITY

It is hereby declared to be the intention of the Village that the several provisions of this Ordinance be separable in accordance with the following:

1. If any court of competent jurisdiction shall adjudge any provision of this Ordinance to be invalid, such judgment shall not affect any other provision of this Ordinance not specifically included in said judgment.
2. If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Ordinance to a particular subdivision of land, such judgment shall not affect the application of said provision to any other subdivision of land not specifically included in said judgment.

C. SUITABILITY OF LAND FOR SUBDIVISION

The Plan Commission shall not recommend the approval of the subdivision of land if, in the opinion of the Director or Community Development and upon adequate investigation conducted by the Plan Commission, it is determined that the subdivision and development of the site as proposed would be detrimental to the best interests of the public.

D. CONNECTION TO VILLAGE UTILITIES

Storm sewers, sanitary sewers and water supply mains, as required under Article XIV of this Ordinance, shall not be tied into or connected to storm, sanitary, and water supply systems of the Village unless the subdivision shall have been annexed to or is a part of the Village, unless it is approved by the Village Board and is required for health or other reasons as determined by the Village Board.

E. PERMITS FOR UTILITY SERVICE

Permits shall be obtained from the governing body for the installation of communications, electric power, gas, and other utility services in public or private rights-of-way or easements, as shown on the final plat, and the required fee paid before any installation is started.

F. FLOOD PLAIN AREAS

1. The Village Board may, when it deems necessary for the health, comfort, safety or general welfare of the present or future population of the area and necessary to the conservation of water, drainage sources and sanitary facilities, prohibit subdivision of any portion of the property which lies within the flood plain of any stream or drainage course.
2. The areas referred to in (1) above shall be preserved from any and all destruction or damage by clearing, grading or dumping of earth., waste material or stumps during the course of adjacent building or development operations.

3. Where a development is traversed by a stream or drainage course, sufficient right-of-way adjacent to and including such topographic feature shall be dedicated for public use or an easement provided to allow for proper maintenance. Such dedication or easement shall include a strip of land at least fifteen (15) feet in width on both sides of the defined stream or drainage course. All data required of such topographic feature shall be provided by the subdivider.
4. No new or existing building or structure shall be erected, repaired, or moved within a flood plain without first complying with the DuPage County Countywide Stormwater And Flood Plain Ordinance, and the Village of Addison's Stormwater And Flood Plain Management Ordinance No. 0-90-40.
5. Development in, or filling of the flood plain shall comply with the DuPage County Countywide Stormwater And Flood Plain Ordinance, and the Village of Addison's Stormwater And Flood Plain Management Ordinance No. 0-90-40.

G. ACQUISITION AND DEDICATION OF LAND FOR PUBLIC USE

The process of development requires the acquisition and / or dedication of land for right-of-ways, construction of school sites, recreational and park facilities, to ensure a safe, healthy, and livable environment.

1. The following standards shall apply to the acquisition of land for public use in conjunction with a subdivision, resubdivision, or a PUD.
 - a. Where a proposed public park, playground, or other public-use area, as determined by the Plan Commission and the Board of Trustees, is located on the "Official Map" in whole or in part within a subdivision, the subdivider shall set aside such lands for such public purposes to be purchased by the appropriate public agency within a period not to exceed one year from the date of approval of the final plan. Such reservation, exclusive of public streets, alleys and pedestrian ways, shall not exceed ten percent of the total gross acreage owned or controlled by the subdivider.
 - b. Where an area that is specifically designated by the Board of Trustees for a public park, playground, or other public use exceeds the area equivalent to ten percent of the area of the total acreage owned by the subdivider; the entire area shall be reserved for such use on all subdivision plans and plats. The acquisition of such additional area in excess of the ten percent dedication shall then be secured by the Village of Addison or arrangements made for its acquisition within a period not to exceed one year from the date of approval of the final plan. The value of the subject land shall be established by three qualified appraisers, one of whom shall be appointed by the Plan Commission; one by the subdivider; and one of whom shall be mutually

agreed upon by the other two.

2. The following standards shall apply to the dedication of land for public use in conjunction with a subdivision, resubdivision, or a PUD. Two ways to achieve these goals are the mandatory dedication of land, and / or the payment of “money in lieu of land”.
 - a. Right-of-Way: See SECTION 803.
 - b. Right-of-Way at Intersections: See SECTION 803.1
 - c. School and Park Dedications: See ARTICLE XX

H. VACATION OF PLATS, STREETS, ETC.

1. In cases where an application is made to the Board of Trustees to vacate any subdivision, or part thereof prior to the sale of any lot in the subdivision, the Board of Trustees may, by ordinance, order the vacation of all or part of the said subdivision. When lots have been sold, the plot may be vacated providing all the owners of lots in said plat join in the execution of said application.
2. In cases where an application is made to the Board of Trustees to vacate any street, alley, or public place, or part thereof, within the jurisdiction of said Board of Trustees, the Board of Trustees may in such cases order the street, alley or public place, or part thereof, vacated and receive from the owner or owners of property abutting on such street, alley or public place or part thereof so vacated, compensation in an amount which, in the judgment of such Board of Trustees, shall be equal to the benefits which will accrue to the owner or owners of such abutting property by reason of such vacation, provided that such order of vacation shall be passed by the affirmative vote of at least two-thirds of the members of the Board of Trustees.
3. In all cases where application for vacation of any subdivision, street, alley or public place, or part thereof is made to said Board of Trustees, such application shall be referred to the Director of Community Development, who shall make an investigation of the premises described in such application. The Director of Community Development shall make a search to determine whether title is in the applicants name and determine whether any lots in the subdivision have been sold.

ARTICLE V

ADMINISTRATION AND ENFORCEMENT

A. ADMINISTRATION

Four (4) offices of the government of the Village of Addison are concerned with the administration of this Ordinance.

1. Director Of Community Development: The Director Of Community Development shall be the enforcing officer of this Ordinance and it shall be his duty to enforce the provisions thereof. The Director Of Community Development may call upon any department or official of the Village to furnish him with such information and assistance as he may deem necessary to effect the proper enforcement of this Ordinance, and it shall be the duty of such department or official to furnish such information and assistance whenever required. In the furtherance of such authority, the Director Of Community Development shall:
 - a. Maintain permanent and current records of this Ordinance, including amendments thereto;
 - b. Receive and file all subdivision applications, tentative plans and supporting data;
 - c. Forward copies of the preliminary plan to the Plan Commission for its recommendations and report;
 - d. Receive all final record plats and forward to the Plan Commission;
 - e. Record and file all final record plats; and
 - f. Make all other determinations required of him by the regulations contained herein.
2. Plan Commission: The Plan Commission shall be entrusted with the following responsibilities:
 - a. Conduct a pre-platting conference, as required by this Ordinance;
 - b. Review and recommend approval or disapproval, or necessary modifications, of all preliminary plans;
 - c. Review and recommend approval or disapproval of all final plats;

- d. Recommend the granting or denial of requests for variations or exceptions subject to the provisions in Article V;
 - e. Recommend to the Board of Trustees, from time to time, such amendments as the Plan Commission may deem necessary or advisable; and
 - f. Make all other determinations required of them by the regulations contained herein.
3. Village Engineer: The Village Engineer is hereby vested with the duty and responsibility of reviewing all engineering plans and specifications concerning required improvements as outlined in the “Standard Specifications For Design And Construction” and submitting recommendations thereon to the Plan Commission. He shall also make all other determinations required of him by the regulations contained herein.
4. Board of Trustees: The Board of Trustees is vested with the following responsibilities in regard to subdivision control:
- a. Approval or disapproval of all preliminary subdivision plans referred to it by the Plan Commission;
 - b. Approval or disapproval of all final plats referred to it by the Plan Commission;
 - c. Amend the regulations of this Ordinance when found necessary and desirable, as hereinafter provided;
 - d. Institute appropriate proceedings to enforce the provisions of this Ordinance;
 - e. Approve or disapprove intended dedications and, by ordinance, declare public reservations of land;
 - f. Order the vacation of a street, alley or other public place and fix compensation therefore;
 - g. Act upon variation recommendations referred to it by the Plan Commission; and
 - h. Make all other determinations required of the Board by the regulations contained herein;
 - i. Hold Public Hearing on Pre-Annexation Agreements, as required by State Statute.

B. ENFORCEMENT

1. No owner or agent of the owner of any parcel of land located in a proposed subdivision shall transfer or sell such parcel before a plat of said subdivision has been approved by the Board of Trustees and filed with the DuPage County Recorder of Deeds.
2. The subdivision of any lot or any parcel of land by the use of metes and bounds description with the intent of evading this Ordinance, for the purpose of sale, transfer or lease shall be subject to all of the requirements and regulations contained in this Ordinance.
3. No building permit shall be issued for the construction of any building located on a lot or plot subdivided or sold in violation of the regulations of this Ordinance.

C. INVALID PLATS

No plat of any subdivision, resubdivision, consolidation or vacation shall be valid nor entitled to record unless and until the same has been approved by the Board of Trustees in accordance with the procedure hereinafter provided. No plat of a subdivision shall be approved without first preparing engineering plans in full compliance with the AStandard Specifications For Design And Construction@for improvements required as hereinafter set forth.

D. UNLAWFUL DIVISION

From and after the effective date of this Ordinance, no lot or tract of land located within the Village or within the area of jurisdiction of the Village shall be divided or redivided in any manner into two or more lesser tracts for building site purposes, without subdividing or resubdividing and platting such tract in the manner provided by the Statutes of the State of Illinois, and review and approval by the Plan Commission and the Village Board.

E. BUILDING WITHIN PROPOSED STREET EXTENSIONS

No permanent building or structure or permanent improvement of any type shall be erected within the extension of street rights-of-way indicated on the Official Map of the Village. Such extensions are for the purpose of regulating the traffic flow within the Village in accordance with the best interests of public health, safety and general welfare.

F. VARIATIONS

1. Hardships: Where the Plan Commission finds that extraordinary hardships or particular difficulties may result from strict compliance with these regulations, the Plan Commission may recommend variations or exceptions to the regulations so that substantial justice may be done and the public interest secured, provided that such variation or exception shall not have the effect of nullifying the intent and purpose of this Ordinance; and further provided the Plan Commission shall not recommend variations or exceptions to the regulations of this Ordinance unless it shall make findings based upon the evidence presented in each specific case that:
 - a. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the request for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property;
 - c. The purpose of the variation is not based exclusively upon a desire to make more money out of the property; and
 - d. The granting of the variation will not be detrimental to public health, safety or general welfare or injurious to other property or improvements in the neighborhood in which the property is located
2. Conditions: In its recommendations on variations and exceptions, the Plan Commission may require such conditions as will, in its judgment, substantially secure the objectives of the standards or requirements so varied or modified.

G. AMENDMENTS

The Plan Commission shall, from time to time, prepare and recommend in writing to the Board of Trustees such changes or additions to the provisions and regulations herein contained for subdivision control as it may deem necessary or advisable. Such changes or additions shall become effective after their adoption by the Board of Trustees by the passage of an amendment to this Ordinance.

H. VIOLATIONS AND PENALTIES

Any person who shall violate any of the provisions of this Ordinance shall be subject to a fine of not less than \$200 nor more than \$500 for each violation, and each day such violation is permitted to exist shall constitute a separate offense.

ARTICLE VI

APPLICATION PROCEDURE AND APPROVAL PROCESS

A. PRE-APPLICATION MEETINGS

1. Informal Meeting: Before any land is Subdivided or Resubdivided, the owner of the property, or an authorized agent, may request a meeting with the Director of Community Development to gain their advice. In so doing, both the owner and the Director of Community Development can reach mutual conclusions regarding the general concept and objectives of the proposed development and possible effects on the neighborhood and the community.

Generally, if an owner or agent chooses to participate in an informal meeting, the following procedures may be followed:

- a. Applicant: Submit five (5) copies of a Concept Plan to the Director of Community Development.
 - b. Community Development Department: If the Concept Plan is so incomplete as to be meaningless, the Director of Community Development may refuse to accept it. Upon acceptance of a Concept Plan, a date and time for the Informal Meeting may be scheduled; or, the applicant may be referred to the Development Review Committee; or, the applicant may be referred to the Plan Commission.
2. Development Review Committee (D.R.C.): A meeting with the Village's D.R.C. may be conducted at the discretion of the Director of Community Development or upon a request from the applicant. The D.R.C. consists of Village Department Heads, Fire Protection District, Park District representatives, and the Village Attorney.

Generally at this meeting, the proposed development is discussed in a conceptual nature, and is a listening session to understand what the applicant's request is, and whether it is what the Village is looking for. The applicant is advised of existing utilities within the vicinity of the property, and what public improvements may be needed to accomplish the proposed development.

Procedures for a meeting with the Village's D.R.C. are as follows:

- a. Applicant: Submit ten (10) copies of a Concept Plan to the Director of Community Development at least fourteen (14) days prior to the meeting at which it is to be reviewed.

- b. Community Development Department: A date and time for the D.R.C. meeting may be scheduled.
- c. D.R.C.: Evaluate the applicant's submission, and presentation. Discuss the Concept Plan with the applicant. Upon completion of the meeting, the applicant may be advised of the general scheduling of future meetings, reviews, and administrative procedures to finalize the development.
- d. Recommendations: Any changes requested at the D.R.C. meeting are to be made to the Concept Plan, and resubmitted to the Director of Community Development. Once the Director of Community Development feels sufficient material has been submitted, and the Concept Plan is in compliance with the Village's requirements, the Director of Community Development may recommend the submission of a preliminary plan to the Plan Commission.

Recommendations made during a pre-application meeting are advisory only for mutual benefit, and do not require a formal application or fee.

B. SUBDIVISION CLASSIFICATION

During the informal meetings, or upon formal submission, a subdivision shall be classified as a minor subdivision, or as a major subdivision. The procedures contained in this Ordinance provide for a three (3) step process in the review of a minor subdivision, and a five (5) step process in the review of a major subdivision.

- 1. Minor Subdivision: The purpose of a minor subdivision is to simplify the preparation, and expedite the processing of the plats for a minor subdivision. No preliminary plan, or engineering plans are required to be submitted for a minor subdivision, but it is suggested, that the subdivider consult with the Director of Community Development prior to the preparation of the final plat.

The three (3) steps consist of:

- a. Final Plat Approval (Plan Commission):
- b. Final Plat Approval (Village Board)
- c. Recording of the Final Plat

- 2. Major Subdivision:

The five (5) steps consist of:

- a. Pre-platting Conference (Plan Commission):
- b. Preliminary Plan Approval (Plan Commission):
- c. Preliminary Plan Approval (Village Board)
- d. Final Plat Approval (Village Board)
- e. Recording of the Final Plat

C. PLAN COMMISSION

- 1. In order to provide an orderly basis for the processing of subdivision plats prior to approval; the Plan Commission shall consider such plats in two stages, as follows:
 - a. Preliminary Plan to be submitted with application and engineering plans for preliminary approval.
 - b. Final Plat for recording of all or part of a subdivision, to be submitted with the required supporting data and documents together with an application and engineering plans for final approval.

The formal, step-by-step procedure for approval of a Preliminary Plan and Final Plat is established in Articles VIII and IX respectively.

- 2. The Plan Commission, in examination of a subdivision, resubdivision or consolidation plat for approval, shall take into consideration the requirements of the community and the best use of the land being subdivided or resubdivided. Particular attention will be given to width and location of streets, suitable sanitary utilities, surface drainage, lot sizes and arrangements as well as local requirements for parks, streets, schools, recreation sites and/or other public uses.
- 3. The Plan Commission shall not recommend for approval any plat of subdivision, resubdivision, or consolidation of land which does not make adequate provision for storm or flood water run-off channels, basins or sewers.
- 4. In all subdivisions, resubdivisions, or consolidations, due regard shall be given to the preservation of natural features such as large trees, water courses, historical and similar features.
- 5. In cases of Preliminary Plans for parts of tracts, where it appears necessary to the Plan Commission for the satisfactory over-all development of an area, an owner may be required to prepare a plan of utilities and streets for his entire tract based upon proper topographic surveys before approval of any portion of such plat is rendered.

6. Any meeting of the Plan Commission shall be part of a regularly scheduled meeting, shall be open to the public, and on the agenda in advance of the meeting.

D. VILLAGE BOARD

The Mayor and Board of Trustees, upon review and recommendation by the Plan Commission, will then give preliminary approval, or disapproval of the Final Plat.

ARTICLE VII

PRE-PLATTING CONFERENCE

Prior to submission of a Preliminary Plan:

1. A subdivider of less than three (3) acres of land may arrange through the Director of Community Development a pre-platting conference with the Plan Commission.
2. Any subdivider proposing a subdivision, resubdivision, or planned unit development of a tract of land of three (3) acres or more, or involving the opening of a new street, shall arrange thru the Director of Community Development a pre-platting conference with the Plan Commission.

The purpose of the conference is to provide the Plan Commission and other affected agencies with information concerning the proposed development in order to ascertain at an early stage the problems and requirements affecting the subdivision or resubdivision of the property. This conference shall be held before submission of the preliminary plan. A determination of general compliance with, and understanding of, all related Village requirements should be made.

A. REQUIREMENTS

The following items are required for the pre-platting conference:

1. Application: Written application by the subdivider containing the following information:
 - a. Location and description of property
 - (1) Location of property by township, section number, subdivision (with block and lot numbers), as applicable shall be specified and in the case of unsubdivided properties, location on roads by which property is reached (e.g. north side of Army Trail Road, 0.5 miles west of its intersection with Lombard Road").
 - (2) Size of tract in acres or of existing lots if any in square feet .
 - b. Information as to Ownership
 - (1) Name, address and telephone number of the legal owner or agent of property.

- (2) Description of any existing legal right-of-way (or easements affecting the property).
 - (3) Listing of any existing covenants on the property.
- 2. Drawing - Existing: Two copies of a drawing at a scale of not less than 200 feet to the inch shall show information for the property which is proposed to be subdivided or resubdivided, and for adjoining properties for a distance of not less than 200 feet, which will include:
 - a. The boundary of the property and its true relationship to the right-of-way of the existing road upon which it may border.
 - b. The location and name of all adjacent subdivisions, if any, and names of owners of adjacent unsubdivided property.
 - c. Present zoning classification.
 - d. The location, width and type of use of any existing roads, rights-of-way, easements or other special purpose areas within the property, or immediately adjacent thereto, together with the location of any towers, poles, or other structures in connection with electric transmission lines.
 - e. Approximate location of any existing underground utilities, such as sewers, water mains, storm drains, gas or oil transmission lines, etc., within the property or immediately adjacent thereto, with approximate pipe sizes and directions of slope.
 - f. Existing topography with suitable contour intervals, giving bench marks, not greater than five feet (except as otherwise may be allowed by the Plan Commission), together with drainage channels, streams, springs, swamps, flood zones, rock outcrops, buildings, wooded areas, or other features likely to affect the plan. The source and accuracy of the topographic details shown on the plan shall be in terms of U.S.G.S. data and/or field survey.
- 3. Sketch Plan - Proposed: Two copies of a sketch plan, as an overlay to the drawing of existing features, showing:
 - a. A general layout of streets, blocks and lots for the entire tract under control of the subdivider.
 - b. Identification of any general area to be set aside for schools, parks, or other community facilities.
 - c. Identification of sites for uses other than single-family dwellings.

- d. General indications of how subdivision is to be provided with water service, sanitary sewers and storm drainage and stormwater management.

B. PROCEDURE

1. Submission: All required documentation for the pre-platting conference shall be submitted to the Director of Community Development not less than fifteen (15) calendar days prior to the next regular meeting of the Plan Commission. The Director of Community Development shall refer one copy to the Village Engineer in his review and comments to be presented at the Plan Commission's next regular meeting.
2. Review: The Plan Commission, after receiving the required documentation, shall review the sketch plan with the subdivider and make appropriate comments and suggestions concerning the proposed subdivision. The Plan Commission shall provide minutes of the review to the Board of Trustees and the subdivider within fifteen (15) days of the day of review.

Depending on the completeness of the submission, conceptual or preliminary approval can be given at this time.

3. Authority to Proceed: Following the pre-platting conference, the Subdivider may proceed with the preparation and submission of the Preliminary Plan.

ARTICLE VIII

PRELIMINARY PLAN

Every proposed Subdivision, Resubdivision or Planned Unit Development of land shall be submitted to the Director of Community Development for transmittal to the Plan Commission for approval in the form of a preliminary plan, prior to the submission of a final plat. Its purpose is to show graphically all facts needed to enable the Plan Commission and other public bodies to determine whether the proposed development of the land in question is satisfactory from the standpoint of the public interest.

The following information shall be provided as part of the preliminary plan submittal.

1. Application.
2. Drawing.
3. Engineering Plans.
4. Supporting Documents.

A. APPLICATION

Written application by the subdivider, on forms furnished by the Director of Community Development, shall accompany each preliminary plat, and contain the following information:

1. Name for file identification: The proposed development shall be given a name for identification purposes, such name being unique to DuPage County to avoid duplication and confusion with previously recorded plats.
2. Location and description of property: Location of property by township, section number, subdivision (with block and lot numbers), place or locality name as applicable shall be specified, and in case of unsubdivided properties, location on roads by which property is reached.
3. Basic facts and proposals pertaining to the property:
 - a. Size of tract in acres or of existing lots, if any, in square feet.
 - b. Existing zoning classification of property under the Village of Addison or DuPage County Zoning Ordinance and any rezoning proposed to be requested.
 - c. Number of lots proposed in subdivision.
 - d. Area of lots proposed; minimum, average and maximum.

- e. Any other proposals, such as parcels of land intended to be dedicated, conveyed or reserved for public use, and the conditions proposed for such disposal and use.
- 4. Information as to ownership:
 - a. Name, address and telephone number of the legal owner or agent of property and statement of last instrument conveying title to each parcel or property involved in the proposed subdivision, giving grantor, grantee, date and land records involved.
 - b. Display of any existing legal rights-of-way or easements affecting the property.
 - c. Listing of any existing covenants on the property, if any.
 - d. Name, address and telephone number of engineer and surveyor responsible for surveys and for subdivision design shown on preliminary plan as submitted.

B. DRAWING

A preliminary plan shall consist of a drawing of the subdivision. This drawing is not to be confused with the engineering plans. The purpose for a preliminary plan is to afford the applicant the opportunity to consult early with the Plan Commission, before preparation of the final plat. The preliminary plan is not intended to be a final record plat. More than one preliminary plan may be presented. The following graphic and descriptive items are normally required to be shown on the preliminary plan for approval. Lack of information supplied by the applicant shall be cause for disapproval of a preliminary plan.

The preliminary plan shall be prepared under the supervision of a registered professional engineer trained and experienced in the layout of subdivisions.

- 1. The preliminary plan shall be drawn at a scale suitable to the project involved. For the average development, a scale of one inch equals one hundred feet (1" = 100') is preferable. For very small areas a larger scale should be used. North arrow, scale, and date shall be shown.
- 2. Each separate sheet shall be titled according to its subject matter and identified with the development. Any other appropriate identification of the land, scale, contour intervals, north arrow, date of preparation, etc., shall also be included.

3. The source and accuracy of the boundary outline and all data shown on the preliminary plan shall be certified by a qualified registered engineer or registered land surveyor in the State of Illinois.
4. A vicinity sketch or small scale key map of the area surrounding the property to be developed shall be included.
5. Every preliminary plan shall show clearly the extent and condition of the property which is proposed to be subdivided, together with sufficient information with respect to existing conditions in adjoining properties for a distance of not less than 200 feet from the proposed subdivision which will enable proper determinations to be made as to the suitability of the proposed subdivision.
6. The boundary of the property shall be shown by bold lines. The bearing and distance of each course in the boundary outline shall be provided.
7. The true relationship between the boundary of the property and the right-of-way of any existing road upon which it may border, together with the location of existing improvements in such right-of-way, shall also be provided.
8. The location and name of all adjacent subdivisions, if any, and names of owners of adjacent unsubdivided property.
9. The location, name, and present width of right-of-way and paving or improved surfacing for all adjacent roads, streets and alleys, including those intersecting any road or street that bounds the property.
10. Identification by block and lot number of recorded lots or parcels immediately adjoining the subject property. Proposed lots and blocks shall be numbered so as to avoid duplication.
11. Proposed lot lines, building setback lines, and any easements, along with their scaled dimensions.
12. In resubdivisions, the existing lot lines shall be shown by dashed lines and dotted Lot numbers.
13. Where the property is included in more than one zoning classification, the lines showing the limits of each zoning classification shall be clearly indicated.
14. In the case of a proposed single family residential development where a portion of the property will be held for future development, and there is the possibility of applying for more intensive zoning at a later date, the street and block pattern for which approval is requested shall be extended in light dashed lines over the areas

intended for future development in such a way as to indicate that such areas set aside can be satisfactorily subdivided for single-family residential use if the future rezoning is not accomplished.

15. For any lot or tract proposed for multiple-family dwellings, the following items shall be shown in conformance with requirements of the Zoning Ordinance:
 - a. Approximate location and shape of each structure.
 - b. Total number of dwelling units on each separate lot or parcel.
 - c. Gross and net residential acreage and density.
 - d. Parking areas to be provided on each lot with number of spaces on each.

C. ENGINEERING PLANS

The engineering plans shall show superimposed upon the drawing, and based upon the preliminary plan, the property outlines and its existing features and shall be a graphic representation of the subdivision, resubdivision, PUD or development which is being proposed for approval.

Engineering Plans shall be prepared, and comply with the requirements as set forth in Section 100, of the “Standard Specifications For Design And Construction”, shall comply with the DuPage County Countywide Stormwater And Flood Plain Ordinance, and the Village of Addison’s Stormwater And Flood Plain Management Ordinance No. 0-90-40, and as noted in this Ordinance, Article XV.

D. SUPPORTING DOCUMENTS

All documents, plans, supporting data, etc., and revisions thereof, shall be dated and properly titled and the date utilized when referring to said items.

1. Traffic and other impact studies.
2. Density: provide information on the gross area of each land use sub area, i.e. single-family, multi-family, commercial, etc. For residential sub areas, the number of dwelling units and gross density contained therein, the sub area boundaries are to be clearly delineated. Floor area ratio should be provided for all units over thirty (30) feet in height.
3. Such other information or data that the applicant feels the Plan Commission may require for the full and complete consideration of the proposed plan.

4. A summary of all restrictions, if any, intended to be imposed by the final plat or by deeds of conveyance including the location, use, height and area of buildings and any applicable land use, design limitations or planning schedules, which the applicant represents to the Plan Commission as restrictions upon the developer's intended design, development and use of the subject property.
5. Geological and soils analysis examining the adequacy of the site for the development environment.

E. ACTION

1. Applicant: The applicant shall file with the Director of Community Development an application (which shall be known as the application package) with all the required submittals as set forth on the application form. The application form may be amended from time to time by the corporate authorities.

An application package shall be submitted at least forty five (45) days prior to the next regular meeting of the Plan Commission. An application package shall include a completed application form, all required supporting data, the filing fee and thirty (30) complete sets of plans, or a sufficient number of copies as determined by the Director of Community Development, folded to 8 ½" X 11". Each set of plans shall include a site plan, landscape plan, architectural elevations, grading and utility plans.

An application shall not be considered to have been submitted unless it conforms substantially to the requirements and provisions of this Ordinance. All documentation shall be received one (1) week in advance of a referral to the Plan Commission.

2. Department of Community Development: Upon receipt of a complete application, the Department of Community Development shall place the application on the agenda of the Plan Commission. The Plan Commission shall hold at least one public hearing on the application. A notice of time and place of such hearing shall be submitted, by the Department of Community Development, to a local newspaper having a general circulation within the Village of Addison. This notice shall be published at least fifteen (15) days, but not more than thirty (30) days in advance of such public hearing. Similar notices shall be mailed to the owners of land within three hundred (300') feet of the proposed subdivision as their names and addresses appear on the assessment rolls of the DuPage County Tax Assessor. At the same time, the Department of Community Development shall submit copies of the preliminary plan to each school district, park district, and fire district in which the subdivision is located. The Plan Commission shall allow 21 days from the date of this action for written comment from the applicable school, park, and fire districts prior to adopting its final recommendation.

3. Village Engineer: The Village Engineer shall review the preliminary engineering report for the proposed subdivision. During the review process, the Village engineer may require such changes or revisions as may be required so that the engineering design for the public improvements of the subdivision will conform to the AStandard Specifications For Design And Construction@and other applicable ordinances of the Village. The Village Engineer shall submit review comments to the Director of Community Development, and to the Plan Commission as to the adequacy of the water system, storm water management plan, sanitary sewer system, street system, sidewalks, bike paths, street lighting, parkway trees, and other appurtenant public improvements described in the preliminary engineering report for the subdivision. The Village Engineer's review comments shall be submitted prior to the review of the preliminary plan by the Plan Commission.
4. School, Park, and Fire District: The school and park district shall submit in writing their acceptance of the cash donation, or their objection, to the Plan Commission. A land donation shall be accepted by the respective district prior to the Village Board's approval of the preliminary plan. The Fire District shall approve the street layout, and the number of fire hydrants to be installed.
5. Plan Commission: The Plan Commission shall, after receiving the preliminary plan, hold such deliberations and request additional information as it deems necessary to show compliance with this Ordinance. If the proposed plan is not satisfactory as presented, the Plan Commission shall permit the subdivider to make changes and additions as required by the Plan Commission, to meet the requirements of this Ordinance, before submission of a recommendation to the Village Board.
6. Plan Commission Recommendation: The Plan Commission shall make a recommendation of approval, conditional approval, or disapproval of the plan within sixty (60) days from the date an application is received, or the submittal by the applicant of the last item of required supporting data, whichever date is later. The Plan Commission will forward the recommendation , in writing, to the Village Board including any conditions of approval or the reason for disapproval and the roll call vote. If the recommendation of the Plan Commission is to disapprove the preliminary plan, the Plan Commission shall return the plan to the applicant. A recommendation of the Plan Commission to disapprove a preliminary plan shall not prohibit the subdivider from seeking Village Board approval of the plan.

A development intended for a use other than that permitted by the existing zoning classification may be conditionally approved subject to the rezoning of the property to the proper classification for such intended use in accordance with the applicable Zoning Ordinance.

7. Village Board: After a recommendation on the preliminary plan by the Plan Commission, the preliminary plan shall be submitted to the Village Board for their

action. Having satisfied itself that the preliminary plan is substantially in accordance with the requirements set forth in this Ordinance, and that the Plan Commission has inspected all phases of the improvement, the Village Board shall approve or disapprove the preliminary plan. Approval of a preliminary plan by the Plan Commission, and the Village Board shall not constitute acceptance of the plan of the proposed subdivision, but shall be deemed only as an expression of approval of the plan submitted, and shall act as a guide to the preparation of the final plat, which final plat will be submitted for approval to the Village Board and for recording upon fulfillment of the requirements of this Ordinance.

Upon disapproval of a preliminary plan, the Village Board shall return the plan to the applicant with a written statement setting forth the reasons for said disapproval. Once deficiencies are corrected the applicant may resubmit the preliminary plan for consideration in accordance with procedures set forth in the Ordinance without filing additional fees. If the proposed preliminary plan is approved by the Village Board, the original plan shall be endorsed by the Plan Commission as follows:

THIS PROPOSED PRELIMINARY PLAN AND ACCOMPANYING DOCUMENTS, HAVE BEEN REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF ADDISON, AND SAID PLAN COMMISSION IS NOW READY TO RECEIVE THE FINAL PLAT FOR CONSIDERATION.

The original of the preliminary plan so endorsed shall remain on file with the Department of Community Development. A copy of the plan so endorsed shall be returned to the applicant.

If the proposed subdivision should lie wholly or partly outside the corporate limits of the Village, the Village Board's action on the preliminary plan shall not be final until the Board of Supervisors of DuPage County has approved it.

8. Effective Date of Preliminary Approval: Approval of a preliminary plan shall be effective for a maximum period of one (1) year unless; upon application by the subdivider, the Plan Commission grants an extension; or, within this time period, approval of a final plat applying to only a portion of the area covered in the preliminary plan shall automatically extend the effective period of the preliminary approval for a period of one (1) year from the date of approval of such final plat. The same automatic extension shall govern in subsequent cases of submission of a final plat for part of the subdivision; provided further, that at any time after the initial one (1) year period during which the preliminary plan approval is effective, the Plan Commission may notify the subdivider of changes it will require to meet new or changed conditions. If the final plat has not been submitted to the plan commission within this time limit, the applicant shall submit a new application, fee, and preliminary plan to the Plan Commission for approval.

9. Authority to Proceed with Final Plat: Receipt by the applicant of a copy of the preliminary plan together with the approval of the Plan Commission, Village Board and County, when required, shall constitute authority for the applicant to proceed with final plans and specifications for the installation of the required improvements and preparation of the final plat. Prior to construction of any required improvements, the applicant shall submit such final plans and specifications, along with the final plat to the Village. No construction shall commence until the requirements of Article IX of this Ordinance are met and approved.

ARTICLE IX

FINAL PLAT

The purpose of a final plat, is to provide for a formal approval by the Plan Commission before the plat is recorded. The final plat shall be based on the preliminary plan. A final plat may cover all, or a portion of the preliminary plan provided that the Plan Commission may refuse to consider or approve any partial plat which it determines to have the effect of circumventing the provisions of this Ordinance, the Zoning Ordinance, or any valid planning practice or concept.

A final plat, together with the supporting documents shall provide an accurate record of the streets, property lines, and other elements being established on the land, and the conditions of their use.

A. REQUIREMENTS

The final plat of a subdivision shall not be approved unless:

1. The applicant agrees with the Village that the Village may construct improvements as outlined in the “Standard Specifications For Design And Construction”, and assess the cost thereof against the property benefited, or
2. The improvements have been previously installed properly as determined by the written statement from the Village Engineer, or
3. A satisfactory Guarantee of Completion has been submitted according to Article XVIII, the applicant has paid the Plat Recording Fee according to Article XVI, and
4. The following information has been provided as part of the final plat submittal.
 - a. Application.
 - b. Drawing.

B. APPLICATION

1. Application for Approval: Written application by the subdivider for approval on forms furnished by the Director of Community Development, shall accompany each final plat, and shall contain verification and/or correction of all information provided with the preliminary plan of the proposed subdivision.
2. Time Limit: After approval of the preliminary plan by the Plan Commission, the Village Board, and County (when required), the applicant shall, within one (1) year thereafter, submit the final plat or a section thereof to the Director of Community

Development. If desired, the applicant may submit a final plat constituting only that portion of the approved preliminary plan which he proposes to record and develop at this time, provided such portion conforms in all respects to the preliminary plan insofar as they pertain to the portion of the entire subdivision which is desired to be developed at the time. If final plats covering all portions of the preliminary plan are not submitted within two (2) years of approval of the preliminary plan, the preliminary plan shall be resubmitted to the Plan Commission according to the regulations of Article VIII of this Ordinance.

C. DRAWING

The final plat of subdivision shall be clearly and legibly drawn in black ink upon a permanent material, mylar or equivalent, so as to be suitable for recording with the County Recorder of Deeds. The plat shall be drawn to a scale of not less than one inch equals 100 feet (1" = 100') from an accurate survey. It shall be drawn on one or more sheets whose maximum dimensions shall not exceed 24 inches by 36 inches. If more than two sheets are required, an index sheet of the same dimensions shall be filed showing the entire subdivision on one sheet and the component areas shown on the other sheet or sheets. All revision dates shall be shown. Lack of information under any item specified herein, or improper information supplied by the applicant, may be cited by the Village Board as cause for disapproval of a final plat. The final plat of subdivision shall show:

1. Boundary lines with accurate distances and angles.
2. Municipal, township or section lines accurately tied to lines of the subdivision by distances and angles.
3. Correct legal description of the land embraced in the plat, showing the township and range in which such land is situated and the sections and parts of sections platted, and in the case of replatting or resubdividing, describe the part of, and the name of, the original plat which is replatted or resubdivided, containing the name of the town, city, village or addition platted, the name of the proprietor required to sign the plat and of the surveyor making it. If there is any excepted parcel within the plat boundary it must be accurately described by metes, bounds and courses.
4. Lines of all proposed streets and alleys with their width and names.
5. Accurate outline of any portions of the property intended to be dedicated or granted for public use.
6. Line of departure of one street from another.
7. Names and widths of adjoining streets and alleys.

8. All lots designated by numbers so as to avoid duplication, streets avenues and other grounds designated by names, letters or numbers.
9. Building setback lines.
10. Location of all easements provided for public use, services or utilities with each easement labeled for its intended use.
11. All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements, and other areas for public or private use. Linear dimensions are to be given to the nearest 1/100 of a foot.
12. Radii, arcs or chords, points of tangency and central angles for all curvilinear streets and radii for rounded corners.
13. Location of all survey monuments and their descriptions.
14. Name of the subdivision, scale of the plat, true north point, the name of owner or owners of the subdivision and date of preparation.
15. Private restrictions and trusteeships and their periods of existence. Should these restrictions or trusteeships be of such length as to make their lettering on the plat impracticable and, thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat.
16. Calculations showing the error of closure which error shall in no case be greater than standards established by the Village Engineer.
17. If parks or open spaces are reserved for public use in subdivisions located outside of the corporate limits of the Village, the owner(s) of the subdivision will by covenant provide for the maintenance of the park or open spaces until such time as the subdivision is annexed by the appropriate public agency.
18. Required Certifications. See Article XX

D. ACTION

1. Applicant: The applicant shall file with the Director of Community Development an application for final plat approval. Included with the application shall be the original and five (5) copies of the final plat. All documentation shall be received one (1) week in advance of a referral to the Plan Commission.
2. Department of Community Development: The Department of Community Development shall check the application for completeness. If the application is incomplete, or does not include the changes requested by the Plan Commission, the

Department of Community Development shall return the application to the applicant. During this review process, the Department of Community Development may require such changes or revisions to the final plat, so it will conform to the Plat Act, and the Subdivision, Zoning and other applicable Ordinances of the Village, and substantially comply with the approved preliminary plan. Such deficiencies shall be directed to the applicant in writing. Upon receipt of a complete application, the Department of Community Development shall place the applicant on the agenda of the Plan Commission. The Director of Community Development shall notify the applicant of the time and place at which Plan Commission shall meet to review the final plat. This notice shall be given at least five (5) days prior to the date set for the meeting.

3. Village Engineer: Prior to the Plan Commission meeting, the Village Engineer shall review the final engineering plans for the proposed subdivision. During this review process, the Village Engineer may require such changes or revisions as may be required so that the engineering design for the public improvements for the subdivision will conform to this Ordinance, and other applicable Ordinances of the Village. The Village Engineer shall submit review comments followed by an approval letter to the Director of Community Development, once all engineering comments have been addressed. An approval letter shall note the adequacy of the water system, storm water management plan, sanitary sewer system, streets, sidewalks, bike paths, street lighting, parkway trees and other appurtenant public improvements described in the engineering plans for the proposed subdivision. The applicant shall have his estimate of construction cost checked by the Village Engineer, who shall include his findings in the approval letter.
4. Development Agreement: The Department of Community Development shall review and recommend on all supporting documents, engineering, and financial surety. A Development Agreement shall be completed by the applicant which summarizes and includes all agreements between the applicant and the Village.
5. Plan Commission: The preliminary plan, and final plat may be filed and approved simultaneously if all the requirements of this Ordinance have been met. If desired by the applicant, the final plat may constitute only that portion of the approved preliminary plan which the applicant wishes to have recorded and developed at this time, provided that such portion conforms to all requirements of this Ordinance. All final plats shall conform to the approved preliminary plan.

The Plan Commission shall review the final plat, Development Agreement, and any supporting documentation. The review shall take into consideration conformance to the approved preliminary plan, fulfillment of any conditions of such approval, and the proper installation of the required improvements in conformance with the requirements of this Ordinance.

6. Plan Commission Recommendation: Upon completion of this review, the Plan Commission shall recommend approval or disapproval and the reason therefore to the Village Board within sixty (60) days from the date an application is received. The Chairman of the Plan Commission, after formal approval by the Village Board, shall suitably endorse the plat in the name of the Plan Commission, whether the Plan Commission recommended approval or not.
7. Village Board: When, and if, the Village Board is satisfied with the final plat and the Development Agreement, the Village Board shall by motion, approve the final plat and the Development Agreement, and shall authorize and direct the Mayor and Village Clerk to sign the plat and Development Agreement, for and in the name of the Village.
8. Recording of Final Plat: Upon approval of the final plat and the Development Agreement by the Village Board, the original plat and the Development Agreement shall be recorded by the Department of Community Development. After recording, the recorded final plat and the recorded Development Agreement shall be returned to the Department of Community Development. A copy of the recorded final plat, and a copy of the recorded Development Agreement shall be submitted to the applicant by the Department of Community Development. The recorded final plat shall be retained in the plat file in the Department of Community Development. A copy of the recorded Development Agreement shall be kept on file in the Department of Community Development. The recorded Development Agreement shall be returned to the Village Clerk to be maintained on file. Final approval shall be deemed to be complete only after the final plat has been recorded, and the applicant has paid all required fees. Approval of the final plat shall be null and void if the plat is not recorded with the DuPage County Recorder of Deeds within three (3) months of the date of approval, unless a written application for an extension of this time is made to the Plan Commission during this three (3) month period and the extension is granted.
9. Review Duration: When the applicant has provided all drawings, plats, and other documents required by this or any other Village Ordinance in support of the final plat, and all materials meets the Village's requirements, the Plan Commission shall act upon the final plat within thirty (30) days, and the Village Board shall approve the final plat within sixty (60) days from the date of filing the application for approval of the final plat, or within sixty (60) days from the date of filing the last required supporting document, whichever is later. The applicant and the Plan Commission or Village Board may agree to extend the time period. Failure to act within the given time period shall in no way constitute approval of the final plat, and shall not release the applicant from any provision of this Ordinance.

ARTICLE X

ANNEXATIONS

A. ANNEXATION AGREEMENTS

1. All territory annexed to the Village of Addison shall be annexed under a pre-annexation agreement unless said requirement is waived by a two-thirds (2/3) vote of the Board of Trustees. All territory annexed to the Village of Addison shall be automatically classified under the R-1, Single Family Residence, zoning classification unless another zoning classification is approved for such territory by a duly enacted Village ordinance at or after the time of said annexation.
2. Public hearings for a pre-annexation agreement shall be heard by the Village Board and attended by the Plan Commission. Notification of such public hearing shall be advertised in a publication of general issue not more than 30 days nor less than 15 days before such hearing. Further notification may be given by the Village Board to interested parties.
3. Following public hearing, the Plan Commission shall review all matters related to the Subdivision Control Ordinance and make recommendation to the Village Board in accordance with the requirements of the Subdivision Control Ordinance.
4. Application for approval of a pre-annexation agreement shall include documentation for all phases of the application as outlined in the Zoning Ordinance and the Subdivision Control Ordinance.
5. Each such agreement shall specifically state the exact dollar amount of annexation fees and/or tap on fees to be paid by the petitioner with respect to the existing and future facilities within the Village of Addison. Said agreement shall also specifically state any recapture fees due the Village or any other party who has a properly executed recapture ordinance.
6. All annexation agreements shall expire on the date as provided for in the agreement. Any variations, planned developments or waivers of fees shall terminate upon such expiration.

ARTICLE XI

RECORD OF PLATS

All of such plats of subdivision, after the same have been submitted and approved as provided in this Ordinance, shall be recorded and kept by the Community Development Department, as part of the records for the Village of Addison.

ARTICLE XII

OCCUPANCY PERMIT

No occupancy permit shall be granted by any governing official for the use of any structure within a subdivision approved for platting or re-platting until the required utility facilities have been installed and made ready to service the property; and that roadways providing access to the subject lot or lots have been constructed, or are in the course of construction and are suitable for vehicular traffic

ARTICLE XIII

EFFECT

All ordinances or parts in conflict with the provisions of this Ordinance are hereby repealed.

This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Adopted by the Mayor and Board of Trustees of the Village of Addison, DuPage County, Illinois, this 6th day of September, 2005.

ARTICLE XIV

REQUIRED IMPROVEMENTS

A. STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION

The “Standard Specifications for Design and Construction”, adopted by Ordinance No. 0-93-127, passed on December 20, 1993, as amended, which are included as Appendix 1 to this Article XIV, are hereby adopted by reference herein.

B. PUBLIC IMPROVEMENTS AND UTILITIES

Every Subdivision, Resubdivision, and PUD within the territorial jurisdiction of the Village of Addison shall be improved with the following public improvements: a water distribution system, a sanitary sewer system, a storm sewer system, a stormwater management system, streets with curb and gutters, sidewalks, street lights, parkway landscaping, all being “Public Improvements”, and facilities for the distribution of electric, gas, telephone, and cable service, all being “Public Utilities”, except as hereinafter expressly provided. No final plat shall be approved by the Plan Commission until the Village Engineer has certified that the existing public improvements, or the plans and specifications for the proposed public improvements, meet the minimum requirements of the Village, County, State and other authorities having jurisdiction, and that the improvements comply with the following sections of the “Standard Specifications for Design and Construction”, and other ordinances of the Village that may be in effect. Copies of the “Standard Specifications for Design and Construction” may be purchased, or viewed in the Community Development Department.

C. REQUIRED PUBLIC IMPROVEMENTS

No Village maintained improvement shall be installed off the right-of-way, or outside of an easement, without the approval of the Village Engineer and the Board of Trustees.

Section 200	Storm Sewer System: In order to adequately control stormwater runoff.
Section 300	Sanitary Sewer System: In order to adequately serve all lots and tracts
with	connection to a public sanitary sewer system.
Section 400	Water Main System: In order to adequately serve all lots and tracts with
	connection to a public water supply.
Section 500	Sidewalks: In order to separate vehicular from pedestrian traffic.
Section 600	Street Lighting: In order to provide minimum illumination along the traveled
	way.
Section 700	Curb and Gutter: In order to channel stormwater runoff.
Section 800	Streets: In order to provide all weather access to all lots and tracts.
Section 900	Landscaping: In order to provide an aesthetically pleasing development.
Section 1100	Signs: In order to provide direction and street identification.

- Section 1200 Miscellaneous: In order to provide instruction in their installation.
- Section 1300 Erosion Control: In order to reduce the amount of eroded soil from reaching streams and creeks.
- Section 1400 Detention Basin Construction: In order to control stormwater runoff.
Site Grading: In order to provide instruction in the excavation or fill of a lot or tract.
Driveway Approaches: In order to provide all weather access to a lot or tract.
Bicycle Paths: In order to provide safe and appropriately marked routes.
Public Utilities: In order to provide distribution systems.
Easements: In order to provide a secure location for improvements required by this Ordinance.
- Ordinance No. 0-90-40 Stormwater Management: In order to provide instruction in the management of stormwater runoff.

D. UNDERGROUND UTILITIES

All facilities constructed to service residential, commercial or industrial developments shall be placed underground except for special structures and appurtenances to be determined by the Village. Above ground structures identified with the underground facilities shall be located so as not to be unsightly or hazardous to the public. It is the express purpose of this section to provide no obstructions to the natural features of the subdivision.

A complete system of public utilities including telephone, electric, gas service and cable television, shall be placed in rear lot line easements with minimal utility installation in public right-of-ways and side yard areas. When cables, conduits or amenities are placed within easements or public right-of-ways, they shall be so placed that they will not conflict with the Village's Public Improvements.

E. EASEMENTS

Easements shall be laid out so that proper continuity may be developed from lot-to-lot, and block-to-block. No buildings shall be constructed upon easements, and additional easements shall be provided for utilities, Village services, and other requirements in order to provide proper operation and maintenance of such facilities.

1. Drainage and Utility Easements:

- a. Rear Yard: There shall be dedicated easements of not less than ten (10) feet in width along the rear of each lot for stormwater drainage, and the installation of poles, wires, conduits, watermains, storm or sanitary sewers, gas, cable TV, or other utility pipes or lines, and alongside other lot lines where necessary.

- b. Side Yard: There shall be dedicated easements of not less than ten (10) feet in width along each side yard where there are watermain, storm or sanitary sewers being installed. This easement shall also provide for stormwater drainage.

These easements shall be known as a “Drainage and Utility Easement”.

- 2. Drainage Easement: A four (4) foot drainage easement shall be provided along each side yard in a residential subdivision. This easement shall be known as a “Drainage Easement”.
- 3. Access Easements: An access easement may be required at appropriate locations through the center of blocks longer than six hundred (600) feet to provide a safe and convenient pedestrian access to schools, parks, or similar destinations when required for public safety or convenience by the Director of Community Development. Access easements shall be a minimum of twelve (12) feet wide. This easement shall be known as an “Access Easement”. (See Pedestrian Ways, Section 515)

F. PRIVATE IMPROVEMENTS

No private street, right-of-way, thoroughfare, watermain, sanitary sewer, or storm sewer will be permitted within any dedicated right-of-way, and shall only be permitted in a planned unit development. Private sidewalks and street lights shall not be permitted within the dedicated right-of-way or easements for the public street system.

G. WORKING DRAWINGS AND SPECIFICATIONS

Before considering the approval of the final plat, the Plan Commission shall require that complete engineering plans and specifications for the public improvements be submitted to the Village Engineer to determine whether they meet the requirements of this Ordinance. (See Article XV).

The Village Engineer shall review such engineering plans and specifications and report his findings to the Director of Community Development. Should revisions be recommended by the Village Engineer in order for the plans to conform to the requirements of this Ordinance, the applicant shall revise their plans and or specifications, and resubmit them directly to the Village Engineer for his review and recommendations.

H. MONUMENTS

Permanent reference monuments shall be placed by the subdivider as required by this Ordinance, and as approved by a Registered Land Surveyor, prior to the time the Plan Commission recommends approval of the final plat..

1. Monuments shall be located on street right-of-way lines, at street intersections, angle points of curves and block corners. They shall be spaced so as to be within site of each other, the site lines being contained wholly within the street limits.
2. External boundaries of a subdivision shall be monumented in the field by monuments of stone or concrete, not less than three (3) feet in length, six (6) inches square or five (5) inches in diameter. The top shall be marked with a suitable center point by a cross, brass plug, iron rod or other durable material securely embedded.
3. All internal boundaries and those corners and points not referred to in the preceding paragraph, shall be monumented in the field by metal monuments, three quarter (3/4) inch diameter iron pipe, or three eighth (3/8) inch diameter solid steel rods three (3) feet in length. These monuments shall be placed at all lot corners, intersections of streets, intersections of streets and alleys with platted boundary lines, at each end of all curves and where there is a change in direction.
4. Lot lines that extend to rivers or streams shall be monumented in the field by iron pipes or steel rods placed at the intersection of the river or stream lot line, with a meander line established not less than twenty (20) feet from the bank of the river or stream.
5. All federal, state, county, local or other benchmarks, monuments or triangulation stations in or adjacent to the development shall be presumed in precise position.
6. All monuments required by this Ordinance shall be set flush with the ground and planted in such a manner that they will not be removed by frost.

I. PERMITS REQUIRED

No work specified in Article XIV shall be performed on any portion of a site until the following permits have been issued by the Village.

1. Demolition Permit: If Applicable - Prior to the demolition of any structure on land being improved, the developer shall apply for and secure a Demolition Permit in accordance with the Village of Addison Building Code.
2. Stormwater Management Permit: If Applicable - See Ordinance No. 0-90-40.
3. Earthwork Only Permit: If Applicable - May be issued if the developer has secured:
 - a. Approval of the project from the Village Board; if applicable; and
 - b. A Stormwater Management Permit, if applicable, has been issued; and

- c. A bond has been posted in an amount sufficient to perform said earth work and to completely restore the site to its original condition if the project is not completed by the developer; and
 - d. All erosion control measures have been installed, inspected and approved.
4. Site Development Permit: Will be issued only after all the items listed in this Ordinance, applicable to the project, have been approved.

J. INSPECTION

All required public improvements and on-site amenities to be installed under this Ordinance shall be inspected both during the course of construction and after construction is completed, by the Village Engineer and / or other qualified and authorized employees of the Village. The Village Engineer shall have authority over construction, materials, methods of construction and workmanship to insure compliance with this Ordinance and the Plans. The developer shall provide for reasonable tests and proof of quality of materials as reasonably requested by the Village Engineer. The Village Engineer may require that work be suspended for due cause which shall include adverse weather conditions, questionable materials or methods of construction or workmanship, or failure to adhere to this Ordinance or the Plans.

It shall be the responsibility of the developer and / or the general contractor, to notify the Village of Addison's Engineering Division, forty eight (48) hours in advance of commencing any work to request a list of the required inspections. A request for any required inspection must be received by the Engineering Division twenty four (24) hours in advance of the time that the required inspection is to begin. The inspector shall have the authority to stop all work in progress if said notification has not been received. Any improvements which are installed without the prior notification, required supervision, or inspection by the Engineering Division, shall be subject to removal at the direction of the Village Engineer.

Failure of any Village employee, inspector, agent or official to detect construction work or materials which fail to meet the requirements of this Ordinance and Plans, or either of them, shall in no way relieve the developer of full responsibility for complying to, and adherence by all contractors and material suppliers to this Ordinance and the Plans, nor for failure to adhere to high standards of materials, methods and workmanship.

K. PROTECTION AND REPAIR OF PUBLIC IMPROVEMENTS

The developer, its contractors and material suppliers shall be responsible for protecting the public improvements against damage resulting from their construction activities and assuring the Village that the public improvements and the property of the Village are not damaged or rendered less useful or unsightly as a result of the construction activities. This provision is intended to include any and all damages to, and any nuisance created upon public land,

public improvements and landscaping of the Village or other government entities and public agencies.

To reduce or localize the possibility of damage to streets by heavy trucks, the developer shall instruct its contractors and material suppliers to follow instructions of the Village Engineer as to which streets may be used for access to the site by their equipment and trucks. The developer shall be responsible for the enforcement of such instructions.

The Village may draw upon the Damage and Nuisance Guarantee (Article XVIII.C.) to pay for any expenses that have been or may be incurred by the Village for cleaning of streets, catch basins and sewers, regarding drainage swales, repair or replacement of landscaping, and repairing any damage to its Public Improvements.

L. ACCEPTANCE OF PUBLIC IMPROVEMENTS

If any plat of subdivision contains public streets or easements which are dedicated on the plat, whether located within the corporate limits of the Village or in part outside of the corporate limits, or contains existing streets located outside of the corporate limits, approval of the final plat by the Board of Trustees or subsequent annexation of the property to the Village, shall not constitute an acceptance by the Village of the streets, easements, or the Public Improvements constructed or installed within the public streets or easements, nor of the Public Improvements constructed or installed thereon or therein irrespective of any act or acts by any officer, agent or employee of the Village with respect to such streets or improvements.

Acceptance of Public Improvement(s) shall be contingent upon the following conditions being satisfied:

1. Final Inspection: When all, or an individual Public Improvement is completed in their entirety, the developer shall formally request the Village Engineer, in writing, to certify the completion (Certificate Of Completion) of all or the individual Public Improvement. Upon receipt of the Letter Of Request, the Village Engineer, in conjunction with the Director of Public Works and the Director of Environmental Services, will schedule a Final Inspection to take place as soon as reasonably possible after receipt of the Letter Of Request.

Due to the inability to determine whether parkway trees are living during the winter months, and the inability to conduct certain other inspections when snow is on the ground, the Village Engineer will not certify completion or recommend acceptance by the Village Board between November 1 and June 1.

All deficient improvements which do not totally conform to this Ordinance or the Plans, will be put on a written punch list (the "Construction Punch List"). The Construction Punch List will be forwarded to the developer for corrective action.

When the developer has corrected all deficiencies noted on the Construction Punch List, the developer shall request a second final inspection. Scheduling a second final inspection shall be the same as for the initial final inspection. If the length of time between the initial final inspection and the second final inspection is greater than twelve (12) months, or if the noted deficiencies in the Construction Punch List have not been corrected at the time the second final inspection is made, the request for Certification Of Completion may be cancelled by the Village Engineer. If canceled, a second request letter will be required, and said certification will be subject to the following additional requirements:

- a. The developer shall be required to pay the costs incurred by all persons conducting the reinspection, including, but not limited to, Village staff.
 - b. The Construction Punch List developed during the initial final inspection will be voided, and a complete re-inspection will be required, and a new Construction Punch List prepared.
2. Certification Of Completion: Such certification by the Village Engineer shall be made upon satisfactory completion of all, or individual Public Improvements constructed and installed in accordance with the applicable plans and specifications.
3. Waiver of Lien: To assure protection against any mechanic's lien claims, through the Completion Date, the developer shall furnish the Village Engineer with a sworn contractor's statement from each prime contractor with whom it contracted for the construction, installation, repair or maintenance, and a final waiver of lien from every person and entity that furnished labor and / or material in connection with the public improvements, including final waivers from all subcontractors and material suppliers shown on the first tier of the subcontractor's waiver.
4. Test Reports: Where required by this Ordinance, or deemed necessary by the Village Engineer, test reports indicating compliance with this Ordinance and the Plans have been furnished to the Village Engineer.
5. Bill of Sale: A Bill of Sale, in the form approved by the Village Attorney, transferring title of the Public Improvements to the Village, shall have been delivered to the Village Engineer.
6. Record Drawings: One (1) reproducible mylar set, and two (2) sets of paper prints of the Record Drawings shall be submitted to the Village Engineer. The Record Drawing shall include service location information for the sanitary and water services for each lot, and an accurate representation of all above ground and under ground improvements. The Record Drawings shall reflect all field changes regarding location and elevation for the improvements. (Section 102)

7. Maintenance Guarantee: The developer shall post adequate security to guarantee the maintenance of the Public Improvements and every component part of the Public Improvements in an acceptable condition for the Maintenance Period and to guarantee payment for all maintenance work. (Article XVIII.D.)
8. Completion Date: Once the Village Engineer has certified that all, or an individual Public Improvement, required to be constructed by this Ordinance, has been fully, or individually completed, a Completion Date shall be established. This date (the "Completion Date") shall be the first day of the next month following the date noted on the Certification Of Completion.

The acceptance of Public Improvements shall be made only by the adoption of a Resolution by the Board of Trustees after there has been filed with the Plan Commission a Certification Of Completion by the Village Engineer stating that all, or an individual Public Improvement, required to be constructed by this Ordinance, has been fully, or individually completed, and that the inspected construction or installation has been approved by the Village Engineer. The sub-grade, sub-base, base course and surface course of a street, thoroughfare, alley or parking area shall be collectively considered as a single, or individual Public Improvement. Acceptance by the Village Board of an individual Public Improvement shall constitute release of that applicable portion of the Performance Guaranty.

M. RESPONSIBILITY FOR MAINTENANCE

The developer shall be responsible for the protection, maintenance and repair of all the Public Improvements for the Maintenance Period, and for the payment of all costs associated therewith.

The Village shall not be liable for any damages that may occur on any dedicated roadway within a new subdivision, resubdivision or PUD, that has not been accepted by adoption of a Resolution by the Village Board of Trustees. The developer, its agents and employees shall indemnify, hold harmless and defend the Village from and against any and all claims that may be submitted.

In the event that any Public Improvement is damaged, the burden shall be on the developer to show that the damage was not caused by the developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor.

1. Protection: The developer shall be responsible for protecting the Public Improvements from any damage resulting from construction activities.
2. Maintenance: The developers maintenance obligations shall include, but are not limited to:

- a. Maintaining the Public Improvements; and
 - b. Repairing any damage to the Public Improvements; and
 - c. Repairing or replacing any defective workmanship or materials in the Public Improvements; and
 - d. Making good and protecting the Village against the results of any defective workmanship or materials incorporated in any part of the Public Improvements which appear or are discovered during the Maintenance Period; and
 - e. Keeping streets clear of ice and snow. If the developer fails to clear ice and snow from the street within six (6) hours of any snowfall, such failure shall be considered a violation of the provisions of this Article. If there are any Certificates of Occupancy on the street, and the developer is in violation of this Article, the Village may on six (6) hours notice clear the street of ice and snow, charging twice those costs to the developer.
 - f. Paying the cost for all such maintenance work.
3. Village Responsibilities: During the Maintenance Period, the Village will provide its customary:
- a. Street sweeping, but only after all construction activity has been completed, and the developer has presented the Village with a clean street.
 - b. Street snow plowing, but only if the surface course has been placed.
 - c. Enforcement of the Village's Vehicle Code, but only if the developer has installed regulatory traffic signs.

All other maintenance of the Public Improvements shall be performed by the developer.

N. MAINTENANCE PERIOD

The Maintenance Period shall commence on the Completion Date as certified by the Village Engineer, and will continue for a minimum of twelve (12) months and a maximum of twenty (20) months. The length of the Maintenance Period shall be established by the Village Engineer, so that the expiration date of the Maintenance Period will occur between June 1 and November 1. This schedule eliminates an expiration date during the winter months, and allows inspection and repairs to be made during favorable weather conditions. Under no circumstances shall a Maintenance Period end between November 1 and June 1.

A Maintenance Guaranty shall in all cases be for twenty four (24) months. Approximately ninety (90) days before the expiration date of the Maintenance Period, the Village Engineer, Director of Public Works and the Director of Environmental Services, or their designees, shall conduct a Maintenance Inspection. In the event that the inspection reveals any deficiencies in the Public Improvements, they shall be inventoried and placed on a Maintenance Punch List which the Village Engineer will forward to the developer for corrective action. The developer shall have forty five (45) days from the date of the Maintenance Punch List, to correct all items. Upon notification from the developer that all items have been corrected, a final maintenance inspection conducted prior to the expiration date of the Maintenance Period, shall be performed to determine compliance. In the event that there remain any uncorrected deficiencies or any new deficiencies are discovered, the Village Engineer shall prepare another written estimate of cost to correct these deficiencies. Within thirty (30) days of the end of the Maintenance Period, the developer shall furnish to the Village Engineer a general contractor's sworn statement from each contractor that performed any of the maintenance work, and final waivers of lien from all persons that furnished labor and / or materials in connection with the maintenance work. In the event the Developer does not correct the deficiencies in the punch list, and / or there are missing waivers, the Village Engineer shall prepare a cost estimate. This estimate of cost shall be in an amount sufficient to correct the deficiencies, include engineering, legal and other expenses to cover the cost of preparing specifications, bid documents (if applicable) and contract(s) to perform such corrective work, and to cover any potential lien claims based on missing waivers of lien. Upon completion of the estimate of cost, the Village Engineer shall:

1. Deliver a notice to the surety demanding performance of its obligations under the Maintenance Guaranty; and
2. Deliver a site draft to the issuer of the Maintenance Guaranty, all before the expiration of the Maintenance Guaranty; or
3. Deduct this amount from a cash bond.

O. BUILDING FOR HABITATION

No building for habitation shall be erected on any lot or parcel of land within the Village, and no building permit shall be issued with respect thereto unless a highway, road, street or public right-of-way for public service facilities, watermains, sanitary and storm sewers are provided to serve said lot or parcel of land in the manner and in accordance with the "Standard Specifications For Design And Construction" as set forth in this Ordinance, except that building permits may be issued for habitable construction on all existing private roads, when such permit is accompanied by properly recorded easements in lieu of public right-of-way dedication, and for habitable construction on private roads as permitted in planned developments.

P. FAILURE TO COMPLETE PUBLIC IMPROVEMENTS

When a developer fails to complete the public improvements in a:

1. Good and workman like manner; or
2. Fails to use materials of good quality in strict accordance with the engineering plans and specifications; or
3. Fails to complete the public improvements in a timely manner;

The Director of Community Development shall declare the developer in default, and direct the Village Engineer to prepare a cost estimate. This estimate of cost shall be in an amount sufficient to replace, complete, or correct all outstanding issues with the public improvements, including engineering, legal and other expenses to cover the cost of preparing specifications, bid documents (if applicable) and contract (s) to perform such work, and to cover any potential lien claims based on missing waivers of lien. Upon completion of the estimate of cost, the Village Engineer shall:

1. Deliver a notice to the surety demanding performance of its obligations under the Performance Guarantee; and
2. Deliver a site draft to the issuer of the Performance Guarantee, all before the expiration of the Performance Guarantee; or
3. Deduct this amount from a cash bond.

ARTICLE XV

ENGINEERING PLAN

The purpose of the engineering plan is to require formal approval and to determine what changes must be made to the plans, profiles and specifications for all improvements and construction measures for the entire development, including but not limited to public improvements as noted in the “Standard Specifications for Design and Construction”.

The following procedures shall be used in the submission and review of engineering plans:

1. Applicant: The applicant shall have the engineering plans prepared under the direction of a licensed engineer in the State of Illinois. Five (5) complete sets of the engineering plans including all backup documentation, shall be submitted to the Village Engineer for distribution and review.
2. Village Engineer: Upon submittal of the plans and backup documentation, the Village Engineer shall review the submittal for completeness. If the submittal is determined to be incomplete, the Village Engineer shall return the submittal to the applicant, indicating all deficiencies. If it is determined to be complete, the Village Engineer shall accept the submittal and begin the review process. The Village Engineer shall distribute copies of the submission to each of the following departments within five (5) working days of acceptance of the submittal for their review and recommendations: Public Works, Environmental Services, and the Addison Fire Protection District. On a case by case basis, plans will also be forwarded to the Village’s consultant. All comments shall be returned to the Village Engineer from the above noted departments within fifteen (15) working days of the original acceptance of the plans by the Village Engineer.

Within twenty (20) working days of the original acceptance of the plans, the Village Engineer shall:

- a. Review the applicant’s submission;
- b. Present comments and recommendations to the applicant and or his engineer, and to provide the applicant an opportunity to be heard and discuss the submission with the applicant , should the applicant desire;
- c. Determine whether the engineering plans meet the requirements of this and other Village Ordinances;

- d. Inform the applicant in writing of the Village Engineer's decision regarding the submission, including any required changes, if any, and the reasons for the decision.

If in the judgment of the Village Engineer, the construction plans require significant revisions before approval can be given, it may require the applicant to resubmit revised engineering plans according to the actions noted above, before further consideration is given the submission.

If disapproved, all engineering plans including backup documentation, with the exception of one set which shall be retained for Village records, by the Village Engineer, shall be returned to the applicant with a written reason for disapproval.

If approved, seven (7) complete sets of engineering plans, bound, signed and sealed by a registered professional engineer, licensed in the State of Illinois, shall be submitted by the applicant to the Village Engineer for his signature. One (1) copy of the approved plans, signed by the Village Engineer, shall be returned to the applicant.

It shall be the applicant's responsibility to copy the approved plans for distribution to their contractors, sub-contractors, suppliers, engineers, superintendents and or foreman.

Approval of engineering plans shall expire one (1) year from the date of approval unless a final plat is recorded or unless work has actually begun on the site. The recordation of a final plat for a section of a subdivision (or initiation of construction in a section) does not guarantee the approval of the engineering plans for the remainder of the subdivision. If engineering plans expire, the applicant shall file a request with the Village Engineer for re-certification of the engineering plans.

ARTICLE XVI

FEES

The Mayor and Village Board shall establish a schedule of fees to alleviate the costs reasonably anticipated to be incurred by the Village for the services of its planning, engineering and legal consultants and for the administrative expenses incurred by the Village in providing the expertise of its own Community Development, Public Works, Environmental Services, Finance, and their administrative support personnel, in connection with the review and checking of the plans and plats described herein, and for recording of the plats. These fees shall also include payment for the review of engineering plans, specifications, cost estimates, and for the inspection of the construction and installation of public, as well as private improvements to the land. Such fees shall be collected by the Department of Community Development at the time of filing, or with some of these fees at the time of permitting .

By filing an application, the applicant agrees to pay the Village the cost of Village services as herein set forth.

Fees noted in this Article may be revised from time to time by the Village Board.

A. APPLICATION FILING FEE

1. A \$201.00 base filing fee shall be submitted with any application for annexation and / or annexation agreement, plat reviews (annexations, subdivisions, resubdivisions, plan unit developments, special uses, vacations and the like), and variations associated therewith.

In addition to the base filing fee, the petitioner shall be liable for all variable fees for Village services associated with the petitioner for annexation and / or annexation agreement, including the services of a court reporter, if necessary, Village Attorney's fees, Village Engineering fees and Master Planner fees. The petitioner shall pay the Village Clerk the following fee prior to the passage of any annexation ordinance or annexation agreement by the Village Board with respect to the petition, based on the size of the subject property per the following:

Less than ½ acre	\$ 1,474.00
½ acre to 1 acre	\$ 2,945.00
1 acre to 5 acres	\$ 5,894.00
5+ to 20 acres	\$ 9,927.00
20+ to 100 acres	\$15,822.00
Over 100 acres	\$19,858.00

2. The petitioner shall be liable for the cost of any consulting services necessary to

evaluate any application for annexation and / or annexation agreement, plat reviews (annexations, subdivisions, resubdivisions, plan unit developments, special uses, vacations and the like), and variations associated therewith.

3. The aforesaid charges shall be as set forth in Ordinance 0-01-20, and amended yearly.
4. There shall be no further application filing fee associated with any application except as noted in Article VIII.E.8. This fee shall be referred to as the “Application Filing Fee”.
5. Upon filing an application, the applicant shall execute a standard form agreement whereby the applicant agrees to pay the Village the cost for Village services as hereinabove set forth.

B. PLAT RECORDING FEE

A fee of \$71.00 shall be charged for Village staff to record a plat of vacation, plat of easement, or a plat where two parcels or two lots of record, with a principal building thereon, is consolidated into one lot. A fee of \$310.00 plus 25¢ for each lot contained on said plat, shall be charged for Village staff to record any other plats of subdivision, resubdivision, plan unit development, or the like. Said fee shall be paid at the time of submittal of the final plat.

This fee shall be referred to as the “Plat Recording Fee”. It shall be the responsibility of the Village to record said plats. If excessive engineering review, administrative or legal work is entailed in handling the plat, such work will be billed and collected prior to the Village Board action.

C. 2% SITE PLAN REVIEW AND INSPECTION FEE

Prior to the commencement of construction, and prior to the issuance of a building permit, the applicant shall pay a fee equal to 2% of the estimated cost of construction for all public and private on or off site improvements and landscaping for the project. This fee shall cover the cost for site plan review, and construction inspection services to be rendered by the Village. The aforesaid estimated cost of construction shall be subject to the review and approval by the Director of Community Development or his / her designee. Said fee shall be paid prior to approval of the final engineering plans. This fee shall be referred to as the “2% Site Plan Review And Inspection Fee”.

D. CONSULTANT FEE

In addition to the other fees set forth in this Article, in the event that the Village retains the services of an outside consultant, the applicant shall reimburse the Village the actual amount of the consultant’s fees. Said fee shall be paid prior to the approval of the final plat. This fee shall be referred to as the “Consultant Fee”.

E. RECAPTURE ORDINANCE PREPARATION FEE

The applicant shall pay a fee for assistance in the preparation of any recapture ordinance for the public improvements, installed as required by this Ordinance, in an amount equal to one half of one percent of the cost of those improvements, but not less than \$500.00, as approved by the Director of Community Development. In addition, the applicant shall pay the Village the actual costs of services rendered by the Village Attorney in preparation of the ordinance. Said fee shall be paid prior to the approval of the ordinance. An administrative fee of five (5) percent of the recaptured amount shall be paid to the Village at the time the recapture fee is collected.

F. ANNEXATION FEE

1. The annexation fee for all property classified in the R-1 through R-5 zoning districts shall be \$2,792.00 per acre, which fee shall be prorated for property consisting of less than one acre.
2. The annexation fee for all industrial and commercial land shall be \$2,792.00 per acre, which fee shall be prorated for property consisting of less than one acre.
3. The aforesaid charges shall be as set forth in Ordinance 0-01-20, and amended yearly.
4. Said annexation fees are due upon recording of the annexation plat.

ARTICLE XVII

DESIGN STANDARDS

The plans for every subdivision, resubdivision or planned unit development within the jurisdiction of the Village of Addison shall meet the following design standards, as well as the “Standard Specifications for Design and Construction”.

A. CONFORMITY

The subdivision, resubdivision or planned unit development of land within the Village of Addison shall further the goal and objectives of the Village as stated in the Comprehensive Plan, other plans and policies of the Village, and all applicable ordinances, including, but not limited to, the Zoning Ordinance, Addison Storm Water And Floodplain Management Ordinance, and the DuPage County Countywide Stormwater and Flood Plain Ordinance. In the event that a proposed subdivision is not in conformance with the plans and ordinances of the Village, it shall be so modified that it does conform.

B. PLATTING

All lots shall be designed in accordance with good planning practices.

C. LOT STANDARDS

1. Arrangement: Lots shall be laid out in an efficient and uniform manner to avoid the creation of unusable remnants of land.
 - a. All lots shall abut on a publicly dedicated street for at least fifty (50) feet, except in a Planned Unit Development, unless an approved modification is granted by the Village Board.
 - b. Side lot lines shall be approximately at right angles or radial to street lines.
 - c. Lots fronting on an arterial road should have access to a frontage road, or an interior road.
 - d. A lot shall not be allowed to block any street extension which has been set forth on the Official Map of the Village.
 - e. Lots or tracts laid out, or intended for business use, shall be adequate to provide off-street service and parking facilities as required by the type of use and development contemplated in accordance with the Zoning Ordinance of the Village of Addison as amended.

2. Lot Sizes: Lot width and area shall conform to the requirements of the Village of Addison's Zoning Ordinance. Corner lots shall be of sufficient size to provide for building lines on each street frontage not less than the depth of the required front and corner side yard specified in the Zoning Ordinance.
3. Double Frontage Lots: Double frontage lots are not permitted except where lots back upon a Collector and or Arterial Street, and in such instances, vehicular access between the lots and the thoroughfare is prohibited. Where topographic or other conditions render subdividing otherwise unreasonable, such double frontage lots shall have an additional depth of at least 20 feet in order to provide a protective screen planting on one frontage.
4. Measurement of Irregularly Shaped lots: The width of irregularly shaped lots shall be measured along a line drawn parallel to the front lot line at a distance from the front lot line determined by the required building setback. In case of a curved front lot line, the lot width shall be measured as the length of the arc which is parallel to the front lot line at the building setback.

D. BLOCK STANDARDS

1. Block Lengths: A block shall be measured between street center lines. The maximum length of a residential block shall be 1,500 feet, with a minimum length of 500 feet. These block lengths do not apply to industrial or commercial subdivisions. Block lengths and widths shall be coordinated with the development of the land, and shall be provided in a manner that will allow traffic flow and pedestrian use. The Village Board may determine that a greater or shorter block lengths are required to avoid or reduce a traffic hazard.
2. Street and Block Layout: All streets shall be arranged in accordance with the standards detailed in this section.
 - a. Street and blocks shall be laid out in a clear, logical manner. Forked streets, streets that double back on themselves, and streets that change direction shall be avoided. The street pattern and building numbering system should enable emergency vehicles to reach a destination quickly and without confusion.
 - b. A development of the so-called "Reston" type, with oversize irregular-shaped blocks and access from the surrounding area via loop streets and containing interior parks, playgrounds and school sites, will be acceptable when such plans include adequate walks for pedestrian access from any lot within a block to the interior park. Such developments shall provide space for, and satisfactory access to, an elementary school site if such is needed and shall be

covered by acceptable agreements as to development and maintenance of the public or joint-use areas.

ARTICLE XVIII

GUARANTEE OF COMPLETION

The Plan Commission shall not consider approval of the final plat unless and until the applicant has guaranteed completion of all required improvements within a reasonable period and in compliance with all engineering plans and specifications, and guarantees to maintain such improvements until they are accepted by the Village.

A. PERFORMANCE GUARANTEES

In order to assure the Village that the required improvements will be constructed, installed, and fully paid for as required in accordance with the approved engineering plans and or final plat, and that such improvements will be maintained until accepted by the Village or transferred to a homeowners association, the applicant shall select, obtain, and submit one of the following performance guarantees to the Village Engineer for approval and acceptance.

1. Cash Escrow: Cash deposit or certified check in the total amount required shall be placed with the Director of Community Development and administered in accordance with the provisions of an Escrow Agreement to be negotiated by the Director of Community Development, the owner, developer and/or subdivider and approved by the Village Attorney. Such Agreement shall contain provisions for specific application of such funds; partial contract payouts; contract retention percentages until completion; prorate reduction of deposit excess; final escrow settlement; and other pertinent administrative matters as may be required.
2. Letter of Credit: Negotiation of an irrevocable, straight, commercial letter of credit with any financial institution acceptable to the Director of Community Development and the Village Attorney, providing the administration of such credit conforms to the provisions of the Escrow Agreement required by option 1, as noted above.
3. Performance Bond: A performance bond to insure the construction of the improvements in a satisfactory manner and within the period specified by the Board of Trustees, not to exceed one (1) year. The Bond shall be payable to the Village in a sum at least equal to the cost of construction of the improvement as estimated by the Village Engineer. If a bond is filed, it shall be in form with surety and conditions approved by the Village Attorney.

In the event the construction has not been completed within one (1) year, the Village Engineer shall prepare a new estimate to reflect the increasing cost of improvements and the original bond shall be raised to include said new cost. Such a bond must be

presented to the Director of Community Development within fifteen (15) days from the receipt by the owner, developer and/or subdivider responsible for the construction.

4. Outside Corporate Limits: Options 1, 2 or 3 will not be required by the Village for a subdivision, or that part of a subdivision which is located outside of the corporate limits of the Village if one of the above options has been filed with DuPage County.
5. Bond for Amenities: The Village of Addison shall require a performance guarantee to insure construction of all on-site or off-site improvements included as amenities under a planned unit development of a subdivision prior to approval of the planned unit development or subdivision. Such bond shall have sufficient security as approved by the Village Attorney and shall be in the amount of one hundred and twenty (120) percent of the amenities, which costs shall be certified by the Village Engineer.
6. Options: The amount of the performance guarantee in all options shall be based upon:
 - a. Total estimated construction costs, engineering, surveying and inspection fees for all required public improvements plus fifteen (15) percent of such total for contingencies. The estimated cost of such construction shall first be reviewed and approved by the Village Engineer, or
 - b. Total contracted construction costs, engineering, surveying and inspection fees for all required public improvements plus fifteen (15) percent of such total for contingencies. All construction contracts shall be reviewed and approved by the Village Engineer.
7. Requirement: The performance guarantee shall provide:
 - a. An expiration date not less than one (1) year from the date of issuance or an express provision that such guarantee will not expire prior to completion and Village Board acceptance of said public improvements;
 - b. That written notice shall be given by certified or registered mail to the director of Community Development of the expiration date, if any, of the guarantee not less than sixty (60) days before said expiration, and that the guarantee shall not expire absent such notice;
 - c. That failure of the applicant to complete the public improvements secured by such guarantee to the scheduled completion date shall be considered a default by the applicant and the issuing institution;

- d. That the guarantee shall be irrevocable and shall be clearly marked “irrevocable”;
 - e. That the guarantee will not be discharged or reduced by the issuing institution except upon written notification from the Director of Community Development that said guarantee may be discharged or reduced in accordance with this Ordinance and the amount of such discharge or reduction;
 - f. That the issuing institution will pay all attorney's fees and other costs reasonably incurred in enforcing collection of such guarantee in the event that the issuer wrongfully fails to honor the Village's demand for payment under the terms of such guarantee.
8. Reduction: The applicant may request a reduction in the balance of the guarantee in accordance with this Ordinance prior to the completion and acceptance of said improvements by the Village Board upon submittal by the applicant, and approval of the Director of Community Development, of the following:
- a. A sworn statement by the applicant's engineer of the cost of work performed, including labor and materials provided toward the completion of the improvements and estimating the amount and cost of work, labor and materials remaining to be performed or provided in order to complete the improvements.
 - b. Written waiver of lien for all labor or materials provided for the public improvements.
9. Retention: Upon completion of each eligible category of public improvement, the balance of the guarantee may be reduced up to 90% of the original estimated amount for each eligible category. The remaining 10% shall be retained to cover punch list work. Also an additional 15% of the approved estimate of the cost of construction of the public improvements shall be retained until the public improvements have been accepted, and the maintenance guarantee posted with the Village.

B. CERTIFICATE OF LIABILITY INSURANCE

There shall be submitted a Certificate of Liability Insurance protecting the Village and holding the Village harmless for each subdivision or each unit of a subdivision. Said Certificate is to be approved prior to signature by the Mayor accepting said Subdivision Plat and performance guarantee.

C. DAMAGE AND NUISANCE GUARANTEE

The performance guarantee for the completion of public improvements, to be executed prior to recording of a final plat of subdivision, shall also provide for repair of damages and abatement of nuisances with respect to existing and subsequently installed landscaping, streets, sidewalks, curbs and gutters, lighting, parkways, water and sanitary sewerage facilities, culverts, catch basins and/or storm sewers.

The damage and nuisance guarantee herein referred to shall be in the total of five (5%) percent of construction costs and shall be provided by Specific cash escrow agreement or by letter of credit or cash deposit made by the subdivider with the Village as approved by the Village in the form required upon commencement of land development.

The damage and nuisance surety herein referred to shall be for the repair of damages and the abatement of nuisances created by subdivision activity regardless of the basis on which surety amount was computed. The unused portion of such surety shall be returned on a pro-rata basis as originally computed only upon completion of all building construction therein.

D. MAINTENANCE GUARANTEE

The applicant shall post adequate security to guarantee the maintenance of the public improvements and every component part of the public improvements in an acceptable condition for the maintenance period, and to guarantee payment for all maintenance work. To guarantee that the public improvements will be maintained during the maintenance period, and to guarantee payments for all labor and or materials during the maintenance period, the applicant shall post with the Director of Community Development one of the following forms of guarantee ("Maintenance Guarantee") in an amount equal to 10% of the engineer's estimate of construction cost of the public improvements as approved by the Village Engineer.

1. Cash Escrow.
2. Letter of Credit.
3. Performance Bond.

As noted in Article XVIII.A. Performance Guarantees.

ARTICLE XIX

VACATING EASEMENTS

A. PLAT OF VACATION

The Village of Addison reserves the right to make review comments and required revisions to the Plat.

A Plat of Vacation shall include the following items:

1. The Plat shall be drawn in ink, on mylar, and shall show the entire lot and adjacent street, all easements, buildings set backs and permanent structures. Also include Title, PINs, date of Plat, North Arrow and Legal Description of the easement to be vacated.
2. Identify on the Plat, that portion of the existing easement to be vacated.
3. If the easement to be vacated is a:
 - a. ~~A~~Public Utility Easement@acknowledgments from each utility company will be required.
 - b. Public Utility and Drainage Easement@acknowledgments from each utility company and the Village will be required.
 - c. ~~A~~Detention Easement@then only the Village Certificate will be needed.
4. See Article XXI, Plat of Vacation for the required Certificates.

B. FEES

The applicant shall be responsible for any and all expenses associated with the review and recording of the Plat.

ARTICLE XX

SCHOOL AND PARK DEDICATIONS

ORDINANCE 0-00-28

In the case of the development of land for residential uses, the Plan Commission will recommend and the Village Board will require each Applicant to dedicate land for park and recreational purposes and land for school sites, to serve the immediate and future needs of the residents of the parcel, to make a cash contribution in lieu of actual land dedication, or to provide a combination of both at the option of the Village, with consultation with public bodies in accordance with the criteria and formula. Such dedication is necessary to ensure proper provision of park and school sites for persons who are expected to reside within the subdivision or development, which sites would otherwise have to be acquired at the expense of the general public, but whose utility would generally be limited to residents of the parcel.

It is the intent of this ordinance that upon annexation of a lot on which residential dwelling units already exist and which is already in the park or school districts, that no donation for park or school purposes will be required.

A. CRITERIA FOR REQUIRING PARK AND LAND DEDICATION

Applications for new residential development will be required to dedicate for park and recreation purposes an amount of land determined on the basis of 5.5 acres per thousand persons calculated as provide in Exhibit A, "Table of Estimated Ultimate Population".

1. Location: The location of the site to be dedicated will be determined by the Village Board upon recommendation of the Plan Commission and the Addison Park District, taking into account the suitability of the site for park purposes or development, its relationship to population concentrations, and its proximity to other park or recreational lands.
2. On Site Storage: No storage of any materials, including spoil materials or top soil will be allowed on any land designated as Park District land for use as Recreational Use or Land designated as future or proposed School sites.

B. CRITERIA FOR SCHOOL SITE DEDICATION

Applicants for approval of new residential developments may be required to dedicate for school purposes an amount of land determined either by the following means or by such similar means as are mutually agreed to.

1. Obtaining the ratio of estimated children to be generated by the proposed subdivision

or development within each school classification, calculated as provided in Exhibit A, to the maximum number of children to be served within each school classification calculated from the Table in this Section and by;

2. Multiplying that ratio by the minimum number of acres for a school site within each school classification determined from the Table in this Section.

BASE SCHOOL POPULATION AND SITE SIZE

School Classification by Grades	Maximum Number of Students for each such School Classification	Minimum Number Acres of Land for each School Site of such Classification
Elementary Schools, Grades - Kindergarten thru 5th (K - 5)	600 Students	11 Acres
Junior High Schools, Grades 6th thru 8th (6 - 8)	900 Students	19 Acres
High Schools, Grades 9th thru 12th (9 - 12)	2,300 Students	48 Acres

C. CRITERIA FOR REQUIRING A CONTRIBUTION IN LIEU OF PARK AND SCHOOL SITES

Where the resulting site in a proposed subdivision or development is too small to be usable for the purpose intended or where it is inappropriate for park and recreational purposes or a school site, the Village will require an Applicant to contribute cash in lieu of the land dedication. The cash contributions in lieu of park and recreation land dedication will be held in trust by the Village or other public body designated by the Village, solely for the acquisition of park and recreation land as hereinbefore classified, which will serve the immediate or future needs of the residents of that subdivision or development or for the improvement of other existing park and recreation land which already serves such needs. The cash contributions in lieu of school sites will be held by the Village, or other public body designated by the Village, solely for use in the acquisition of land for a school site to serve the immediate or future needs of children from that subdivision or development or for the improvement to any existing school site which already serves such needs, including the construction of any school buildings or additions thereto.

1. Fair Market Value: The cash contribution in lieu of land will be based on the "Fair Market Value" of the acres of land as improved, that otherwise would have been

dedicated as park and recreation or school sites. It has been determined that the present "Fair Market Value" of such improved land in and surrounding the Village is \$60,000.00 per acre and such figure will be used in making any calculation herein unless the Applicant files a written objection thereto. In the event of any such objection, the Applicant will submit an appraisal showing the "Fair Market Value" per acre of such improved land, upon which a determination will be made by the Village Board based upon the appraisal and such information from other sources which may be submitted to the Village Board by the Park District, School District or others.

D. CRITERIA FOR REQUIRING DEDICATION AND A FEE

There will be situations when a combination of land dedication and a contribution in lieu of land are both necessary. The occasions will arise when:

1. The subdivision or development does not have sufficient or adequate land to meet the dedication requirements hereunder. That portion of the land within the subdivision or development which is adequate or sufficient for the park or school location will be dedicated as a site as aforesaid, and a cash contribution in lieu thereof will be required for any additional land that would have been required to be dedicated.
2. A major part of the local park recreation site or school site has already been acquired and only a small portion of land is needed from the subdivision or development to complete the site. The portions needed to complete the park or school site will be dedicated, and a cash contribution will be required in lieu of the balance of the required dedication.

E. DENSITY FORMULA

The following table of population density (Exhibit A) is generally indicative of current and short range projected trends in family size for new construction and will be used in calculating

the amount of required dedication of acres of land or the cash contribution in lieu thereof unless a written objection is filed thereto by the Applicant. In the event an Applicant files a written objection to Exhibit A, the Table of Estimated Ultimate Population listed herein, he will submit his own demographic study showing the estimated additional population and in that event final determination of the density formula to be used in such calculations will be made by the Village Board based upon such demographic information submitted by the Applicant and from other sources which may be submitted to the Village Board by the Park District, School District, or others.

F. IMPROVED SITE

The slope, topography and geology of the site to be dedicated as well as its surroundings

must be suitable for its intended purposes. Grading on sites dedicated for park and recreational uses will not differ greatly from surrounding land. Before dedication, all sites will be improved as required under this Chapter or acceptable provisions will be made for such improvements before dedication.

1. The developer is to furnish a clear title and a Plat of Survey to the Addison Park District.
2. All new developments which are being annexed to the Addison Park District are to be annexed at the owner's expense.
3. The entire site is to be fine graded to provide adequate storm water runoff. Minimum surface grade of 1% is required. If less than 1%, developer is to provide underground drain tile, storm sewers, and maintenance.
4. It is possible that certain sites to be dedicated may not have to be graded if existing grade and turf is acceptable to the Park District.
5. The site is to contain a minimum of 4" of topsoil (6" preferred) throughout the entire area of park land. If necessary, the Park District will require a clay cover on exposed peat areas, with topsoil over-layment.
6. Developer to seed and fertilize all land to be dedicated as open space with Park District approving all seeding specifications. All land must be cleared by the developer of any debris and sizeable rocks prior to seeding. Developer will re-seed any area that did not establish successful turf with first seeding.
7. Developer would provide at least 3 soil borings for each site to be dedicated as open space.
8. Developer to provide a certified existing or as built topographical plat of entire site.
9. Developer to provide adequate sidewalks into site.
10. Upon completion of any necessary grading and seeding, the site is to be completed with the installation of trees and shrubs placed strategically at all entrances to the site.
11. To provide post and rail fence or other acceptable fence or buffer hedge bordering residential areas.

G. TIMING OF DONATIONS

Except as otherwise approved by the corporate authorities of the Village, Park and School

Districts, donation of land or cash in lieu thereof will be required to be made at the time of building permit.

H. AMMENDMENTS TO ORDINANCES 0-77-80, 0-78-50 AND 0-79-64

Ordinances 0-77-80, 0-78-50 and 0-79-64 are hereby amended to limit the scope of their application to lots of record existing prior to the effective date of this ordinance.

EXHIBIT A
TABLE OF ESTIMATED ULTIMATE POPULATION PER DWELLING UNIT
Children Per Unit

Type of Unit	Pre- School 0-4 yrs	Elementary Grades K-5, 5-10 yrs	Junior High Grades 6- 8,11-13 yrs	Total Grades K-8, 5-13 yrs	High School Grades 9-12, 14-17 yrs	Adults (18 and up)	Total Per Unit
--------------	------------------------	---------------------------------------	---	----------------------------------	--	-----------------------	-------------------

Detached Single – Family

3 Bedroom	0.435	0.69	0.33	1.02	0.39	2.00	3.845
4 Bedroom	0.470	0.76	0.48	1.24	0.54	2.26	4.510
5 Bedroom	0.510	1.04	0.86	1.90	0.73	2.44	5.580

Attached Single-Family (Townhouse, Row House, Quadriplex, etc.)

1 Bedroom	-----	-----	-----	-----	-----	1.50	1.500
2 Bedroom	0.680	0.18	0.03	0.210	0.050	1.93	2.870
3 Bedroom	0.716	0.56	0.17	0.730	0.210	2.01	3.666
4 Bedroom	1.000	1.11	0.45	1.560	.540	2.20	5.300

Low Density Apartment (to 15/acre)

Efficiency	-----	-----	-----	-----	-----	1.00	1.000
1 Bedroom	0.070	0.052	0.026	0.080	0.013	1.42	1.583
2 Bedroom	0.343	0.116	0.073	0.189	0.043	1.85	2.425
3 Bedroom	0.457	0.390	0.210	0.600	0.240	2.00	3.297
4 Bedroom	0.500	0.670	0.250	0.920	0.330	2.10	3.850

High Density Apartments (16/acre)

Efficiency	-----	-----	-----	-----	-----	1.00	1.000
1 Bedroom	0.05	0.026	0.014	0.040	0.007	1.26	1.357
2 Bedroom	0.21	0.065	0.035	0.100	0.029	1.43	1.769
3 Bedroom	0.43	0.150	0.080	0.230	0.092	2.00	2.752

From Illinois School Consultants Service.

ARTICLE XXI

CERTIFICATES

INDEX OF CERTIFICATES

PLATS OF SUBDIVISION, RESUBDIVISION, ANNEXATION, CONSOLIDATION AND VACATION

The following Certificates shall be required on all Final Plats, if applicable.

Certificate No. 1	Page 76	Owner's (Individual)
Certificate No. 1A	Page 76	Notary Public (Individual)
Certificate No. 2	Page 77	Owner's (Trust)
Certificate No. 2 A	Page 77	Notary Public (Trust)
Certificate No. 3	Page 78	Village Board of Trustees
Certificate No. 4	Page 78	Village Board of Trustees (Vacation)
Certificate No. 5	Page 79	Village Board of Trustees (Annexation)
Certificate No. 6	Page 79	Plan Commission
Certificate No. 7	Page 80	Special Assessments (Village Treasurer)
Certificate No. 8	Page 80	Domestic Water and Sanitary Sewer (Village Engineer)
Certificate No. 9	Page 81	Village Engineer (Street)
Certificate No. 10	Page 81	Village Engineer (Vacation)
Certificate No. 11	Page 82	Illinois Department of Transportation
Certificate No. 12	Page 82	DuPage County Highway
Certificate No. 13	Page 83	Addison Township Highway
Certificate No. 14	Page 83	Design Engineer (Surface Water)
Certificate No. 15	Page 84	Surveyor
Certificate No. 16	Page 85	Surveyor (Vacation)
Certificate No. 17	Page 86	Surveyor (Vacation Reservation)
Certificate No. 18	Page 87	Surveyor (Annexation)
Certificate No. 19	Page 88	County Clerk
Certificate No. 20	Page 88	County Recorder
Certificate No. 21	Page 89	School District Boundary Statement
Certificate No. 22	Page 89	Land Surveyor's Authorization
Certificate No. 23	Page 90	Stormwater Management Area Maintenance Provisions
Certificate No. 24	Page 91	Easement Provisions
Certificate No. 25	Page 92	Public Utility Easement Accepted (Utility Companies)
Certificate No. 26	Page 93	Public Utility Easement Provisions (Village)
Certificate No. 27	Page 93	Easement Reservation
Certificate No. 28	Page 94	Vacation of Easement Accepted (Utility Companies)

PLAT OF SUBDIVISION

Certificate No. 1	Page 76	Owner's (Individual)
Certificate No. 1A	Page 76	Notary Public (Individual)
Certificate No. 2	Page 77	Owner's (Trust)
Certificate No. 2 A	Page 77	Notary Public (Trust)
Certificate No. 3	Page 78	Village Board of Trustees
Certificate No. 6	Page 79	Plan Commission
Certificate No. 7	Page 80	Special Assessments (Village Treasurer)
Certificate No. 8	Page 80	Domestic Water and Sanitary Sewer (Village Engineer)
Certificate No. 9	Page 81	Village Engineer (Street)
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Certificate No. 25	Page 92	Public Utility Easement Accepted (Utility Companies)
Certificate No. 26	Page 93	Public Utility Easement Provisions (Village)

PLAT OF RESUBDIVISION

Certificate No. 1	Page 76	Owner's (Individual)
Certificate No. 1A	Page 76	Notary Public (Individual)
Certificate No. 2	Page 77	Owner's (Trust)
Certificate No. 2 A	Page 77	Notary Public (Trust)
Certificate No. 3	Page 78	Village Board of Trustees
Certificate No. 6	Page 79	Plan Commission
Certificate No. 7	Page 80	Special Assessments (Village Treasurer)
Certificate No. 8	Page 80	Domestic Water and Sanitary Sewer (Village Engineer)
Certificate No. 9	Page 81	Village Engineer (Street)
Certificate No. 11	Page 82	Illinois Department of Transportation
Certificate No. 12	Page 82	DuPage County Highway
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Certificate No. 14	Page 83	Design Engineer (Surface Water)
Certificate No. 15	Page 84	Surveyor
Certificate No. 19	Page 88	County Clerk
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MAPS OF ANNEXATION

Certificate No. 5	Page 79	Village Board of Trustees (Annexation)
Certificate No. 18	Page 87	Surveyor (Annexation)
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PLAT OF VACATION

Certificate No. 1	Page 76	Owner's (Individual)
Certificate No. 1A	Page 76	Notary Public (Individual)
Certificate No. 2	Page 77	Owner's (Trust)
Certificate No. 2 A	Page 77	County Highway
Certificate No. 4	Page 78	Village Board of Trustees (Vacation)
Certificate No. 6	Page 79	Plan Commission
Certificate No. 10	Page 81	Village Engineer (Vacation)
Certificate No. 11	Page 82	Illinois Department of Transportation
Certificate No. 12	Page 82	DuPage County Highway
Certificate No. 13	Page 83	Addison Township Highway
Certificate No. 16	Page 85	Surveyor (Vacation)
Certificate No. 17	Page 86	Surveyor (Vacation Reservation)
Certificate No. 20	Page 88	County Recorder
Certificate No. 27	Page 93	Easement Reservation
Certificate No. 28	Page 94	Vacation of Easement Accepted (Utility Companies)

OWNER'S CERTIFICATE

This is to certify that the undersigned is the legal owner of the land described on the annexed plat, and that he has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Owner / Owners

NOTARY CERTIFICATE

I, _____, a Notary Public in and for said County, in the state aforesaid, do hereby certify that _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their own free and voluntary act or the uses and purposes therein set forth.

Notary Public

CERTIFICATE NO. 2

OWNER'S CERTIFICATE (TRUST)

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

This is to certify that _____, as trustee under Trust Agreement No. Dated _____, and not personally, is owner of the land described on the annexed plat, and that he has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated this _____ day of _____ A.D. 200 ____ .

By: _____
(Denote Title)

Attest: _____
(Denote Title)

CERTIFICATE NO. 2A

NOTARY CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

I, _____, a Notary Public in and for said County, in the state aforesaid, do hereby certify that _____, and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 200 ____ .

Notary Public

CERTIFICATE NO. 3

VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

Approved and accepted this ____ day of _____ A.D. 200 ____ .

VILLAGE BOARD OF TRUSTEES OF
THE VILLAGE OF ADDISON, ILLINOIS

By: _____
 Mayor

Attest: _____
 Village Clerk

CERTIFICATE NO. 4

VILLAGE BOARD OF TRUSTEES CERTIFICATE

(VACATION)

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

This plat of vacation is approved and accepted by the Village of Addison, DuPage County, Illinois, this ____ day of _____ A.D. 200 ____ .

VILLAGE BOARD OF TRUSTEES OF
THE VILLAGE OF ADDISON, ILLINOIS

By: _____
 Mayor

Attest: _____
 Village Clerk

CERTIFICATE NO. 5

VILLAGE BOARD OF TRUSTEES CERTIFICATE

(ANNEXATION)

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

The annexed plat of annexation is identified as that incorporated into and made a part of the Village of Addison, Illinois, Ordinance _____ adopted by the Mayor and Board of Trustees of said Village on the _____ day of _____ A.D. 200 _____ .

VILLAGE BOARD OF TRUSTEES OF
THE VILLAGE OF ADDISON, ILLINOIS

By: _____
 Mayor

Attest: _____
 Village Clerk

CERTIFICATE NO. 6

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

Approved this _____ day of _____ , A.D. 200 _____ .
PLAN COMMISSION, VILLAGE OF ADDISON, ILLINOIS

By: _____
 Plan Commission Chairman

CERTIFICATE NO. 7

CERTIFICATE AS TO SPECIAL ASSESSMENTS

(VILLAGE TREASURER)

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in the plat.

Dated at _____ Illinois this _____ day of _____, A.D. 200 _____.

By: _____
Village Treasurer

CERTIFICATE NO. 8

CERTIFICATE AS TO DOMESTIC WATER
AND SANITARY SEWER SYSTEMS

(VILLAGE ENGINEER)

I, _____, do hereby certify that the required bond is posted for the completion of the improvements covering sanitary sewage system, and/ or sewer lines and domestic water supply system, and/or distribution lines under my jurisdiction, based on engineer's plans and specifications prepared by a registered engineer and approved by all public authorities having jurisdiction.

Dated this _____ day of _____ A.D. 200 _____.

By: _____
Village Engineer of Addison

CERTIFICATE NO. 9

VILLAGE ENGINEER'S CERTIFICATE AS TO STREETS

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

I, _____, do hereby certify that all matters pertaining to the primary street requirements as prescribed in the regulations governing plats, adopted by the Board of Trustees of Addison, Illinois, insofar as they pertain to the subject plat, have been complied with, with the following exceptions:

I further certify that the required bond is posted for the completion of the improvements covering all streets including storm sewers and other public ways not under Federal, State, or County completion obligations.

I further certify that the street names have been examined by me and found to comply with the Village of Addison regulations.

Dated at _____ Illinois, this _____ day of _____ A.D. 200 _____.

By: _____
Village Engineer of Addison

CERTIFICATE NO. 10

VILLAGE ENGINEER'S CERTIFICATE

(VACATION)

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

This plat of vacation is approved and accepted by the Village Engineer of the Village of Addison, DuPage County, Illinois, this _____ day of _____ A.D. 200 _____.

By: _____
Village Engineer of Addison

CERTIFICATE NO. 11

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

Approved this _____ day of _____ A.D. 200 _____, as to roadway access to
State Highway _____, also known as _____.

By: _____
District Engineer
Illinois Department of Transportation

CERTIFICATE NO. 12

DUPAGE COUNTY HIGHWAY CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

I, _____, DuPage County Superintendent of Highways, do hereby certify
that the subject plat has been examined by me and found to comply with the highway requirements
as set forth in the regulations governing plats of subdivided land adopted by the Board of Trustees of
Addison, Illinois, with the following exceptions:

Dated this _____ day of _____ A.D. 200 _____.

By: _____
DuPage County Superintendent of Highways

CERTIFICATE NO. 13

ADDISON TOWNSHIP HIGHWAY CERTIFICATE

STATE OF ILLINOIS)
)
) SS
COUNTY OF DU PAGE)

I, _____, Addison Township Superintendent of Highways, do hereby certify that the subject plat has been examined by me and found to comply with the highway requirements as set forth in the regulations governing plats of subdivided land adopted by the Board of Trustees of Addison, Illinois, with the following exceptions:

Dated this _____ day of _____ A.D. 200 _____.

By: _____
Addison Township Superintendent of Highways

CERTIFICATE NO. 14

DESIGN ENGINEER'S CERTIFICATE AS TO DRAINAGE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

To the best of our knowledge and belief the drainage of surface waters will not be changed by the construction of such subdivision or any part thereof, or, that if such surface water drainage will be changed, adequate provision has been made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and that such surface waters will not be deposited on the property of adjoining land owners in such concentrations as may cause damage to the adjoining property because of the construction of the subdivision.

Dated this _____ day of _____ A.D. 200 _____.

By: _____ By: _____
Engineer Owner or Attorney

CERTIFICATE NO. 15

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

This is to certify that I, _____ an Illinois Land Surveyor, have surveyed and subdivided the property described as follows:

As shown by the annexed plat which is a correct and true representation of said survey and subdivision all distances are shown in feet and decimal parts thereof.

I further certify that the foregoing property falls within the Corporate limits of the Village of Addison which has adopted a Village Plan and is exercising the special power authorized by Division 12 of Article 11 of the Illinois Municipal Code as amended;

I further certify that no part of said property is situated within a Flood Hazard Area, as per the National Flood Insurance Program, Flood Insurance Rate Map, Community Panel No. _____. Effective Date _____, Flood Zone _____.

I further certify that all of the lot corners shown on the plat hereon drawn have been monumented with iron pipe stakes.

Given under my hand and seal at _____, Illinois this _____ day of _____ A.D. 200 ____.

Illinois Land Surveyor No.
Prepared by:
Land Surveyor
Street Address
City, State
Telephone

CERTIFICATE NO. 16

SURVEYOR'S CERTIFICATE

(VACATION)

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

I, _____, an Illinois Professional Land Surveyor, hereby certify that the plat hereon drawn has been prepared under my direction for the purpose of vacating an easement and that it is a correct representation of the area described hereon.

Given under my hand and seal at _____, Illinois this _____ day
of _____ A.D. 200 ____.

Illinois Land Surveyor No.

Prepared by:

Land Surveyor

Street Address

City, State

Telephone

CERTIFICATE NO. 17

SURVEYOR'S CERTIFICATE

(VACATION RESERVATION)

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

I, _____, an Illinois Professional Land Surveyor, hereby certify that the plat hereon drawn has been prepared under my direction for the purpose of vacating a public street and reserving a public utility easement therein, and that it is a correct representation of the area described hereon.

Given under my hand and seal at _____, Illinois this _____ day
of _____ A.D. 200 ____.

Illinois Land Surveyor No.

Prepared by:

Land Surveyor

Street Address

City, State

Telephone

CERTIFICATE NO. 18

SURVEYOR'S CERTIFICATE

(ANNEXATION)

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

This is to certify that I _____, an Illinois Registered Land Surveyor, have
platted from the record the property described as follows:

As shown by the annexed plat for the purposes of annexation to the Village of Addison, Illinois, and
the annexed plat accurately shows such territory to be annexed. All distances are shown in feet and
decimals thereof. Scale of map is 100 feet to one inch.

Given under my hand and seal at _____, ILLINOIS, this _____ day
of _____, A.D. 200 _____.

Illinois Land Surveyor No.
Prepared by:
Land Surveyor
Street Address
City, State
Telephone

CERTIFICATE NO. 19

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

I, _____, County Clerk of DuPage County, do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes, and no redeemable tax sales against any of the land included in the annexed plat.

I further certify that I have received all statutory fees in connection with the annexed plat.

Given under my hand and seal at _____, Illinois this _____ day of _____ A.D. 200 ____.

By: _____
County Clerk

CERTIFICATE NO. 20

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

This Instrument Number _____ was filed for record in the Recorder's Office of DuPage County, Illinois, this _____ day of _____ A.D. 200 _____, at _____ O'clock ____ . M.

By: _____
County Recorder

CERTIFICATE NO. 21

SCHOOL DISTRICT BOUNDARY STATEMENT

The undersigned, being duly sworn, upon his / her oath deposes and states as follows:

1. That he / she is the owner of the property legally described on a proposed Plat of Subdivision submitted to the Village for approval, which legal description is attached hereto and incorporated by reference herein; and
2. To the best of the Owner's knowledge, the school district (s) in which each tract, parcel, lot or block of the proposed subdivision lies is / are:

Grade School District # _____

High School District # _____

College of DuPage # _____

By: _____
Owner

CERTIFICATE NO. 22

LAND SURVEYOR'S AUTHORIZATION

STATE OF ILLINOIS)
 SS
COUNTY OF DU PAGE)

I, _____, an Illinois Professional Land Surveyor of the State of Illinois, License Number _____, do hereby authorize the Village of Addison, DuPage County, Illinois, its staff or authorized agent, to place this document of record in the County Recorder's Office in my name and in compliance with Illinois Statutes Chapter 109 Paragraph 2, as amended.

_____, Illinois this _____ day of _____ A.D. 200 ____ .

Illinois Professional Land Surveyor No.
CERTIFICATE NO. 23

STORMWATER MANAGEMENT AREA MAINTENANCE PROVISIONS

OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL FUTURE HOLDERS OF TITLE (COLLECTIVELY, THE "OWNER") TO ANY PORTION OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT (THE "PROPERTY"), HEREBY COVENANTS AND AGREES WITH THE VILLAGE OF ADDISON (THE "VILLAGE") AS FOLLOWS:

OWNER SHALL MAINTAIN, OPERATE AND REPAIR THE PORTIONS OF THE PROPERTY IDENTIFIED AS THE "STORMWATER MANAGEMENT EASEMENT AREA" AT ALL TIMES IN A MANNER CONSISTENT WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE VILLAGE (AND UPON REQUEST, FURNISH PROOF OF COMPLIANCE THEREIN). THE OWNER GRANTS TO THE VILLAGE AND ITS DESIGNEES THE RIGHT OF ACCESS UPON, OVER AND ACROSS THE PROPERTY TO INSPECT THE STORMWATER MANAGEMENT EASEMENT AREA AND TO PERFORM ANY MAINTENANCE OF SAID AREAS (AND TO STORE EQUIPMENT NECESSARY THEREFORE) WHICH THE OWNER HAS FAILED TO PERFORM, IF SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE VILLAGE OF SUCH FAILURE, THE VILLAGE MAY ENTER UPON THE PROPERTY AND PERFORM SUCH WORK AS SHOULD HAVE BEEN UNDERTAKEN BY OWNER WITHOUT NOTICE TO OWNER IN AN EMERGENCY (E.G. WHERE PERSONAL INJURY OR MATERIAL DAMAGE TO PROPERTY MAY BE IMMINENT.) THE OWNER SHALL BE LIABLE FOR THE COST OF ANY MAINTENANCE SO PERFORMED BY THE VILLAGE AND SHALL PROMPTLY REIMBURSE THE VILLAGE FOR SUCH COSTS, WITH INTEREST AT STATUTORY PREJUDGEMENT RATE CALCULATED FROM THE DATE OF EXPENDITURE. UPON RECORDATION BY THE VILLAGE OF A CLAIM FOR REIMBURSEMENT, THE VILLAGE SHALL HAVE A FORECLOSABLE LIEN UPON THE PROPERTY TO SECURE REIMBURSEMENT.

IN ADDITION TO OTHER REMEDIES PROVIDED FOR ABOVE, UPON OWNER'S FAILURE TO MAINTAIN THE STORMWATER MANAGEMENT EASEMENT AREAS (AFTER NOTICE WHERE REQUIRED AS AFORESAID), THE VILLAGE SHALL BE ENTITLED TO ALL REMEDIES AT LAW OR EQUITY TO ENFORCE THIS AGREEMENT, INCLUDING ALL REMEDIES FOR THE ABATEMENT OF A NUISANCE, WHICH REMEDIES SHALL BE CUMULATIVE AND NOT EXCLUSIVE. IF A JUDGEMENT IS ENTERED AGAINST THE OWNER, THE OWNER SHALL PAY ALL REASONABLE ATTORNEY'S FEES AND COSTS OF THE VILLAGE. THE VILLAGE SHALL NOT BE LIABLE TO OWNER OR ANY PARTY CLAIMING THROUGH THE OWNER FOR ANY DAMAGE CAUSED BY IT IN THE PERFORMANCE OF ANY MAINTENANCE UNDERTAKEN PURSUANT TO THIS AGREEMENT, UNLESS SUCH DAMAGE IS CAUSED BY WANTON OR WILLFUL CONDUCT. FAILURE TO ENFORCE A RIGHT GRANTED HEREUNDER SHALL NOT DEEM A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHTS HEREUNDER. NO PARTY SHALL BE LIABLE FOR FAILURE TO ENFORCE THE PROVISIONS HEREOF.

THE OWNER RESERVES UNTO ITSELF ALL RIGHT NOT MATERIALLY INCONSISTENT WITH THESE PROVISIONS, INCLUDING THE RIGHT TO IMPROVE THE PROPERTY AND TO GRANT EASEMENTS AND OTHER RIGHTS AND INTERESTS IN AND TO SAID PROPERTY.

THE OWNERS OF ANY PORTIONS OF THE PROPERTY SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE REIMBURSEMENT OF OR PAYMENT TO THE VILLAGE, AS MAY BE REQUIRED BY THE FOREGOING PROVISIONS. IF TITLE TO ALL OR ANY PART OF THE PROPERTY IS VESTED IN A LAND TRUST, ANY BENEFICIARIES THEREOF SHALL BE PERSONALLY LIABLE FOR ALL OBLIGATIONS IMPOSED HEREBY ON THE "OWNER" OF SUCH PROPERTY OR PORTION THEREOF AS OWNED.

CERTIFICATE NO. 24

EASEMENT PROVISIONS

PERMANENT NON-EXCLUSIVE EASEMENTS FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRONIC AND COMMUNICATIONS SERVICES, SOUNDS AND SIGNALS, CABLE TELEVISION, SANITARY SEWER, GAS MAINS, WATER SUPPLY, AND DISTRIBUTION, STREET LIGHTING, STORM SEWERS AND DRAINAGE SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

THE VILLAGE OF ADDISON,
COMMONWEALTH EDISON COMPANY,
ILLINOIS BELL TELEPHONE COMPANY,
NICOR GAS COMPANY,
CABLE TELEVISION COMPANIES OPERATING UNDER
FRANCHISE FROM THE VILLAGE OF ADDISON

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, CABLE TELEVISION, GAS MAINS, SANITARY SEWERS, WATERMAINS, STORM SEWERS AND DRAINAGE IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "U.E.", (UTILITY EASEMENT), TOGETHER WITH THE PROPERTY DESIGNATED ON THE PLAT FOR STREET, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER AND UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER SAID DESIGNATED EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVISION PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. ALL INSTALLATIONS SHALL BE UNDERGROUND OR ON THE SURFACE BUT NOT OVERHEAD.

NO PERMANENT BUILDINGS OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID EASEMENTS, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

CERTIFICATE NO. 25
PUBLIC UTILITY EASEMENTS
EASEMENT APPROVED AND ACCEPTED

COMMONWEALTH EDISON COMPANY

By: _____
Date

Title: _____

AMERITECH

By: _____
Date

Title: _____

NICOR

By: _____
Date

Title: _____

CABLE TV

By: _____
Date

Title: _____

CERTIFICATE NO. 26

VILLAGE OF ADDISON

PUBLIC UTILITY EASEMENT PROVISION

A perpetual easement appurtenant is hereby granted to the Village of Addison, DuPage County, Illinois, its successors and assigns, over, upon, across, through and under those portions of the above described real estate designated Public Utility Easement on this plat for the purpose of installing, laying, constructing, operating, maintaining, repairing, renewing and replacing watermains, sanitary sewer, storm sewer, street light, and any other Village utilities, together with all appurtenant structures, including, but not limited to, manholes, wet wells, lift stations, fire hydrants, valve vaults, and any and all other fixtures and equipment required for the purpose of serving the above described real estate with water service, sanitary sewer service, storm water collection, street lighting and other municipal services and for the purpose of providing ingress to and egress from the property shown hereon for emergency vehicles of any and all types whatsoever. In no event shall any permanent building be placed upon the said easement areas, but they may be used for gardens, shrubs, landscaping and other purposes that do not, and will not in the future, interfere unreasonably with the easement rights herein granted to the Village of Addison.

CERTIFICATE NO. 27

EASEMENT RESERVATION FOR STREET VACATION

An easement is hereby reserved to the Village of Addison and to those Public Utility Companies owning and having public service facilities in the street being vacated, as are necessary, in the judgment of the Corporate Authorities of the Village of Addison, for the continuing public service by means of these facilities and for the maintenance, renewal and reconstruction of said facilities, as shown on the plat drawn.

CERTIFICATE NO. 28
VACATION OF EASEMENT
APPROVED AND ACCEPTED

COMMONWEALTH EDISON COMPANY

By: _____
Date

Title: _____

AMERITECH

By: _____
Date

Title: _____

NICOR

By: _____
Date

Title: _____

CABLE TV

By: _____
Date

Title: _____

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APPENDIX A

LETTER OF CREDIT, CERTIFICATE, PERFORMANCE BOND, AND MAINTENANCE BOND FORMS

(ON BANK LETTERHEAD)

DATE

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

BENEFICIARY:
Village of Addison
One Friendship Plaza
Addison IL 60101

APPLICANT:
(Name and address of the Developer)

AMOUNT:
(Equal to 120% of the estimated cost
of construction of the Improvements
as approved by the Village Engineer)

EXPIRATION DATE:

RE: (Name of Subdivision)

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in
favor of the Village of Addison, DuPage County, Illinois, for the account of (Name of Developer) to
install the Public Improvements on the real estate legally described below:

(Legal Description)
(Common Address)

Available in the following manner and on the following terms:

1. **DRAFT:** Your draft(s) drawn on us at sight, each of which must state upon its face
ADrawn under Letter of Credit No. _____ , Dated _____ , of (Bank
Name).” Draft(s) must be presented to us for payment no later than (Expiration Date).
2. **MAXIMUM AMOUNT:** Partial and several draws are acceptable. The aggregate
amount of all drafts drawn under this Letter of Credit must not exceed the aggregate
amount of _____ dollars. Any draft may draw up to the entire remaining balance
hereunder.

3. DOCUMENTS: Each draft when presented for negotiation must be accompanied by the following documents:
 - A. Your official certificate, signed by the Village Engineer, Village Attorney, Village Treasurer, and the Village Manager, stating the Village is entitled to draw on the Third Principal Meridian in DuPage County, Illinois.
 - B. A statement as to the outstanding balance available under the Letter of Credit prior to acceptance of the draw.
4. RENEWAL: The Letter of Credit shall automatically be renewed, and shall not be canceled without the prior written consent of the Director of Community Development.
5. RELEASE: It is expressly understood that upon completion of the improvements and acceptance thereof by the Village Board by Resolution, the Letter of Credit shall be released.
6. OBLIGATION OF ISSUER: We hereby agree with the drawers, endorsers and the bona fide holders to duly honor drafts drawn and negotiated in compliance with the terms of this Letter of Credit upon presentation and delivery of the documents specified above, to us.
7. TRANSFERABILITY: This Letter of Credit is not transferable.
8. TERMS: Drafts must be presented at (Name of Bank) no later than (Expiration Date).
9. RULES ACCEPTABLE: Except as otherwise expressly provided herein, this credit is subject to the "Uniform Customs and Practice for Documentary Credits" currently in effect.

(Bank Name)

BY: _____

ATTEST:

(ON VILLAGE LETTERHEAD)

DATE

VILLAGE OF ADDISON CERTIFICATE

AT SIGHT Pay to the Order of:

Village of Addison
One Friendship Plaza
Addison, Illinois, 60101

TO: (Name and Address of the Bank)

RE: (Name of the Project)

Drawn under Letter of Credit No. _____, Dated _____, of (Bank Name)

Outstanding balance available under this Letter of Credit \$ _____ U.S. Dollars.

CERTIFICATION

The undersigned, being duly appointed Officials of the Village of Addison, Illinois, hereby certifies that the Village is entitled to draw on the Letter of Credit since (Name of Developer) has failed to complete certain site improvements on a parcel of real estate known as (Legal Description), Range 11, East of the Third Principal Meridian in DuPage County, Illinois, said improvements listed below:

(To be completed as Exhibit A attached hereto and made a part hereof)

BY: _____
Village Engineer

BY: _____
Village Treasurer

BY: _____
Village Attorney

BY: _____
Village Manager

**PERFORMANCE BOND
LABOR AND MATERIAL PAYMENT BOND**

AMOUNT: (Equal to 120% of the estimated cost
of construction of the Improvements
as approved by the Village Engineer)

BOND NO. _____

PRINCIPAL: (Name and Address of the Contractor, Developer or Owner, as the case may be)

SURETY: (Name and Address)

OBLIGEE: Village of Addison
One Friendship Plaza
Addison IL 60101

RE: (Name of the Project)

IMPROVEMENTS: (To be completed as Exhibit A attached hereto and made a part hereof)

DATE

PRINCIPAL

Company:

(SEAL)

SURETY

Company:

(SEAL)

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)

AGENT OR BROKER: (Name and Address)

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE:

PART I

PERFORMANCE BOND

1. The Principal and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the completion of the Improvements in a timely manner.

2. If the Principal completes the Improvements, the Surety and the Principal shall have no other obligation under this Bond, except to participate in conferences as provided for in Subparagraph 3.1.
3. The Surety's obligation under this bond shall arise after:
 - 3.1 The Obligor has notified the Principal and the Surety, at its address described in Paragraph 10 below, that the Obligor is considering declaring a Principal Default and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of completing the Improvements. If the Obligor, the Principal and the Surety agree, the Principal shall be allowed to complete the Improvements, but such agreement shall not waive the Obligor's right, if any, subsequently, to declare a Principal Default; and
 - 3.2 The Obligor has declared a Principal Default. Such Principal Default shall not be declared earlier than 20 days after the Principal and the Surety have received notice as provided in Subparagraph 3.1.
 - 3.3 Simultaneously with a declaration of Principal Default by the Obligor, or within a reasonable period of time thereafter, the Obligor shall notify the Surety of the actions that the Obligor requires in order to remedy the Principal Default. Pursuant to the Obligor's instructions, the Surety shall either:
 - 3.3.1 Within 30 days, pay to the Obligor the full amount of the Performance Bond. The Obligor shall thereupon utilize the bond proceeds solely to cause completion of the work or to cause correction of defective work associated with the Improvements. Any bond proceeds remaining after the completion of the work or the correction of defective work shall be returned to the Surety by the Obligor; or
 - 3.3.2 Undertake to perform and complete the Improvements itself, through its agents or through independent contractors; or
 - 3.3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Obligor for a contract for performance and completion of the Improvements, arrange for a contract to be prepared for execution by the Obligor and the contractor selected with the Obligor's concurrence, to be secured with Performance and Payment Bonds issued by a qualified surety equivalent to the bonds issued on the Improvements, and pay to the Obligor the amount of damages as described in Paragraph 5.

- 3.4 The Obligee's determination of which course of action the Surety must pursue under Paragraph 3.3 in order to remedy a Principal's Default shall be final.
4. If the Surety does not proceed as provided in Paragraph 3 in a timely manner, the Surety shall be deemed to be in default on this Bond.
5. After the Obligee has terminated the Principal's right to complete the Improvements, then the responsibilities of the Surety to the Obligee shall not be greater than those of the Principal under the Improvements. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
- 5.1 The responsibilities of the Principal for correction of defective work and completion of the Improvements;
- 5.2 Additional legal, design professional and delay costs resulting from the Principal's Default, and resulting from the actions or failure to act of the Surety under Paragraphs 3 and 4; and
- 5.3 Actual damages caused by delayed performance or non-performance of the Principal.
6. The Surety shall not be liable to the Obligee or others for obligations of the Principal that are unrelated to the Improvements. No right of action shall accrue on this Bond to any person or entity other than the Obligee or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Improvements or to related subcontracts, purchase orders and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Principal Default or within two years after the Principal ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. In the event the Surety fails to perform its obligations hereunder in a timely manner, the Obligee may commence legal proceedings in a court of competent jurisdiction in the location where the Improvements are situated, and the Surety shall be responsible for the payment of all the Obligee's attorney's fees and costs incurred in such proceeding, which attorney's fees and costs shall be in addition to, and not limited in any manner by, the principal amount of this Bond.

10. Notice to the Surety, the Obligee or the Principal shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS
 - 12.1 Improvements: Those improvements identified in Exhibit A attached hereto.
 - 12.2 Principal Default: Failure of the Principal, which has neither been remedied nor waived.

PART II

LABOR AND MATERIAL PAYMENT BOND

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee to pay for labor, materials and equipment furnished for use in the completion of the Improvements which are incorporated herein by reference.
2. With respect to the Obligee, this obligation shall be null and void if the Principal:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds the Obligee harmless from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the completion of the Improvements, provided the Obligee has promptly notified the Principal and the Surety, at the address described Paragraph 13, of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no Obligee Default.
3. With respect to Claimants, this obligation shall be null and void if the Principal promptly makes payment, directly or indirectly for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Principal have given notice to the Surety, at the address described Paragraph 13, and sent a copy, or notice thereof, to the Obligee, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Principal:
 - 4.2.1 Have furnished written notice to the Principal and sent a copy, or notice thereof, to the Obligee, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Principal, or not received within 30 days of furnishing the above notice any communication from the Principal by which the Principal has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety, at the address described Paragraph 13, and sent a copy, or notice thereof, to the Obligee, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Principal.
- 5. If a notice required by Paragraph 4 is given by the Obligee to the Principal or to the Surety, that is sufficient compliance.
- 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Obligee, within 30 days after receipt of the claim, stating the amounts that are undisputed and the basis of challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts within 30 days after receipt of the claim.
- 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8. By the Principal furnishing and the Obligee accepting this Bond, they agree that all funds earned by the Principal on the completion of the Improvements are deducted to satisfy obligations of the Principal and the Surety under this Bond, subject to the Obligee's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Obligee, Claimants or others for obligations of the Principal that are unrelated to the Improvements. The Obligee shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Improvements or related subcontractors, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (a) on which the Claimant gave notice required by Subparagraph 4.1 or Clause 4.2.2, or (b) on which the last labor or service was performed by anyone relating to the Improvements, whichever of (a) or (b) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. In the event the Surety fails to perform its obligations hereunder in a timely manner, the Obligee may commence legal proceedings in a court of competent jurisdiction in the location where the Improvements are situated, and the Surety shall be responsible for the payment of all the Obligee's attorney's fees and costs incurred in such proceeding, which attorney's fees and costs shall be in addition to, and not limited in any manner by, the principal amount of this Bond.
13. Notice to the Surety, the Obligee or the Principal shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Obligee or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINITIONS

16.1 Claimant: An individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor, materials or equipment for use in the completion of the Improvements. The intent of this Bond shall be to include without limitations in terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the completion of the Improvements, architectural and engineering services required for the performance of the work of the Principal and the Principal's subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.2 Improvements: Those improvements identified in Exhibit A attached hereto.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

PRINCIPAL

Company:

(SEAL)

SURETY

Company:

(SEAL)

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

**MAINTENANCE BOND
LABOR AND MATERIAL PAYMENT BOND**

AMOUNT: (Equal to 10% of the estimated cost
of construction of the Improvements
as approved by the Village Engineer)

BOND NO. _____

PRINCIPAL: (Name and Address of the Contractor, Developer or Owner, as the case may be)

SURETY: (Name and Address)

OBLIGEE: Village of Addison
One Friendship Plaza
Addison IL 60101

RE: (Name of the Project)

IMPROVEMENTS: (To be completed as Exhibit A attached hereto and made a part hereof)

DATE

PRINCIPAL

Company:

(SEAL)

SURETY

Company:

(SEAL)

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)

AGENT OR BROKER: (Name and Address)

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE:

PART I

MAINTENANCE BOND

1. The Principal and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for: (a) maintenance, (b) repair of any damage caused by the Principal, its agents, servants, employees, successors, assigns or by any contractor hired by the Principal, its agents, servants, employees, successors, assigns or any subcontractor hired by such contractor, (c) repair and / or replace any defective workmanship

or material in the Improvements, and (d) make good and protect the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Improvements, and to (e) pay all maintenance, repair and / or replacement costs in connection with its obligations under provisions (a) through (d).

2. If the Principal completes the Improvements, the Surety and the Principal shall have no other obligation under this Bond, except to participate in conferences as provided for in Subparagraph 3.1.
3. The Surety's obligation under this bond shall arise after:
 - 3.1 The Obligor has notified the Principal and the Surety, at its address described in Paragraph 10 below, that the Obligor is considering declaring a Principal Default and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of maintenance and / or repair of the Improvements. If the Obligor, the Principal and the Surety agree, the Principal shall be allowed to maintain and / or repair the Improvements, but such agreement shall not waive the Obligor's right, if any, subsequently, to declare a Principal Default; and
 - 3.2 The Obligor has declared a Principal Default. Such Principal Default shall not be declared earlier than 20 days after the Principal and the Surety have received notice as provided in Subparagraph 3.1.
 - 3.3 Simultaneously with a declaration of Principal Default by the Obligor, or within a reasonable period of time thereafter, the Obligor shall notify the Surety of the actions that the Obligor requires in order to remedy the Principal Default. Pursuant to the Obligor's instructions, the Surety shall either:
 - 3.3.1 Within 30 days, pay to the Obligor the full amount of the Maintenance Bond. The Obligor shall thereupon utilize the bond proceeds solely to cause maintenance and / or repair of the Improvements or to cause correction of defective work associated with the Improvements. Any bond proceeds remaining after the acceptance of the Improvements by the Village Board shall be returned to the Surety by the Obligor; or
 - 3.3.2 Undertake to perform maintenance and / or repair of the Improvements itself, through its agents or through independent contractors; or
 - 3.3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Obligor for a contract to perform maintenance and / or repair of the Improvements, arrange for a contract to be prepared for execution by the Obligor and the contractor selected with the Obligor's concurrence, to be

secured with Maintenance and Payment Bonds issued by a qualified surety equivalent to the bonds issued on the Improvements, and pay to the Obligee the amount of damages as described in Paragraph 5.

- 3.4 The Obligee's determination of which course of action the Surety must pursue under Paragraph 3.3 in order to remedy a Principal's Default shall be final.
4. If the Surety does not proceed as provided in Paragraph 3 in a timely manner, the Surety shall be deemed to be in default on this Bond.
5. After the Obligee has terminated the Principal's right to maintain and / or repair the Improvements, then the responsibilities of the Surety to the Obligee shall not be greater than those of the Principal under the Improvements. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Principal for correction of defective work and Maintenance of the Improvements;
 - 5.2 Additional legal, design professional and delay costs resulting from the Principal's Default, and resulting from the actions or failure to act of the Surety under Paragraphs 3 and 4; and
 - 5.3 Actual damages caused by delayed performance or non-performance of the Principal.
6. The Surety shall not be liable to the Obligee or others for obligations of the Principal that are unrelated to the Improvements. No right of action shall accrue on this Bond to any person or entity other than the Obligee or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Improvements or to related subcontracts, purchase orders and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Principal Default or within two years after the Principal ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. In the event the Surety fails to perform its obligations hereunder in a timely manner, the Obligee may commence legal proceedings in a court of competent jurisdiction in the location where the Improvements are situated, and the Surety shall be responsible for the payment of all the Obligee's attorney's fees and costs incurred in such proceeding, which

attorney's fees and costs shall be in addition to, and not limited in any manner by, the principal amount of this Bond.

10. Notice to the Surety, the Obligee or the Principal shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS
 - 12.1 Improvements: Those improvements identified in Exhibit A attached hereto.
 - 12.2 Principal Default: Failure of the Principal, which has neither been remedied nor waived.

PART II

LABOR AND MATERIAL PAYMENT BOND

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee to pay for labor, materials and equipment furnished for use in the maintenance and / or repair of the Improvements which are incorporated herein by reference.
2. With respect to the Obligee, this obligation shall be null and void if the Principal:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds the Obligee harmless from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the maintenance and / or repair of the Improvements, provided the Obligee has promptly notified the Principal and the Surety, at the address described Paragraph 13, of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no Obligee Default.
3. With respect to Claimants, this obligation shall be null and void if the Principal promptly makes payment, directly or indirectly for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Principal have given notice to the Surety, at the address described Paragraph 13, and sent a copy, or notice thereof, to the Obligee, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Principal:
 - 4.2.1 Have furnished written notice to the Principal and sent a copy, or notice thereof, to the Obligee, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Principal, or not received within 30 days of furnishing the above notice any communication from the Principal by which the Principal has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety, at the address described Paragraph 13, and sent a copy, or notice thereof, to the Obligee, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Principal.
5. If a notice required by Paragraph 4 is given by the Obligee to the Principal or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Obligee, within 30 days after receipt of the claim, stating the amounts that are undisputed and the basis of challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts within 30 days after receipt of the claim.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. By the Principal furnishing and the Obligee accepting this Bond, they agree that all funds earned by the Principal on the maintenance and / or repair of the Improvements are deducted to satisfy obligations of the Principal and the Surety under this Bond, subject to the Obligee's priority to use the funds for the maintenance and / or repair of the work.
9. The Surety shall not be liable to the Obligee, Claimants or others for obligations of the Principal that are unrelated to the Improvements. The Obligee shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Improvements or related subcontractors, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (a) on which the Claimant gave notice required by Subparagraph 4.1 or Clause 4.2.2, or (b) on which the last labor or service was performed by anyone relating to the Improvements, whichever of (a) or (b) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. In the event the Surety fails to perform its obligations hereunder in a timely manner, the Obligee may commence legal proceedings in a court of competent jurisdiction in the location where the Improvements are situated, and the Surety shall be responsible for the payment of all the Obligee's attorney's fees and costs incurred in such proceeding, which attorney's fees and costs shall be in addition to, and not limited in any manner by, the principal amount of this Bond.
13. Notice to the Surety, the Obligee or the Principal shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Obligee or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. DEFINITIONS

16.1 Claimant: An individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor, materials or equipment for use in the maintenance and / or repair of the Improvements. The intent of this Bond shall be to include without limitations in terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the maintenance and / or repair of the Improvements, architectural and engineering services required for the performance of the work of the Principal and the Principal's subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.2 Improvements: Those improvements identified in Exhibit A attached hereto.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

PRINCIPAL

Company:

(SEAL)

SURETY

Company:

(SEAL)

Signature: _____ Signature: _____

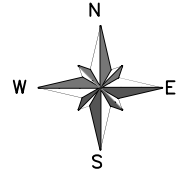
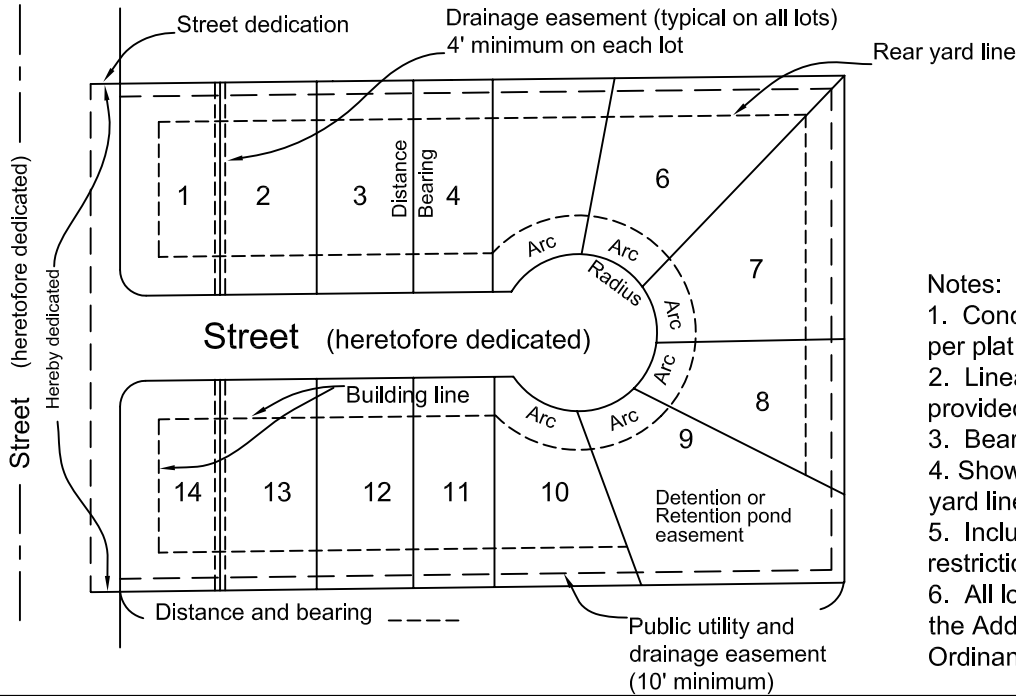
Name and Title: _____ Name and Title: _____

APPENDIX B

SUBDIVISION, RESUBDIVISION, ANNEXATION, AND VACATION PLATS

PLAT OF SUBDIVISION

(SUBDIVISION NAME AND ETC.)



SCALE:

Notes:

1. Concrete monuments shall be shown as per plat act.
2. Linear, radius, and arc distances shall be provided on all lots, streets, and etc.
3. Bearings or angles shall be shown.
4. Show easements, building lines, rear yard lines, and etc.
5. Include protective covenants and restrictions on plats.
6. All lot and street sizes shall conform with the Addison Zoning and Subdivision Control Ordinances.

Owner's Certificate (Individual or in Trust) Certificate No. 1 or 2 (S)	Reserved for County Engineer if applicable Certificate No. 12	School District Boundary Certificate No. 21
Notary Public Certificate Certificate No. 1A or 2A (S)	Reserved for Township Office if applicable Certificate No. 13	Land Surveyor's Authorization Certificate No. 22
Village Board of Trustees Certificate No. 3 (S)	Design Engineer's Certificate as to Drainage, also owner or attorney sign block Certificate No. 14 (S)	Stormwater Management Provisions Certificate No. 23
Village Plan Commission Certificate No. 6	Surveyor's Certificate Certificate No. 15 (S)	Easement Provisions Commonwealth Edison Company Telephone Company NICOR Gas Company Cable Company Certificate No. 24
Village Treasurer as to Special Assessments Certificate No. 7	County Clerk Certificate Certificate No. 19	Permanent Index Number and address or location of property
Village Engineer 1. Domestic Water and Sanitary Sewer Systems - Certificate No. 8 2. Streets - Certificate No. 9	Recorder's Office Certificate No. 20	Submitted by/Return to: Village of Addison One Friendship Plaza Addison IL 60101
Reserved for Illinois Dept of Transportation if applicable - Certificate No. 11	(S) = Seal	

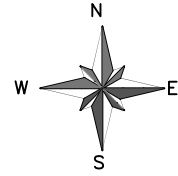
SAMPLE ONLY

Maximum Size of Mylar - 24" X 36"

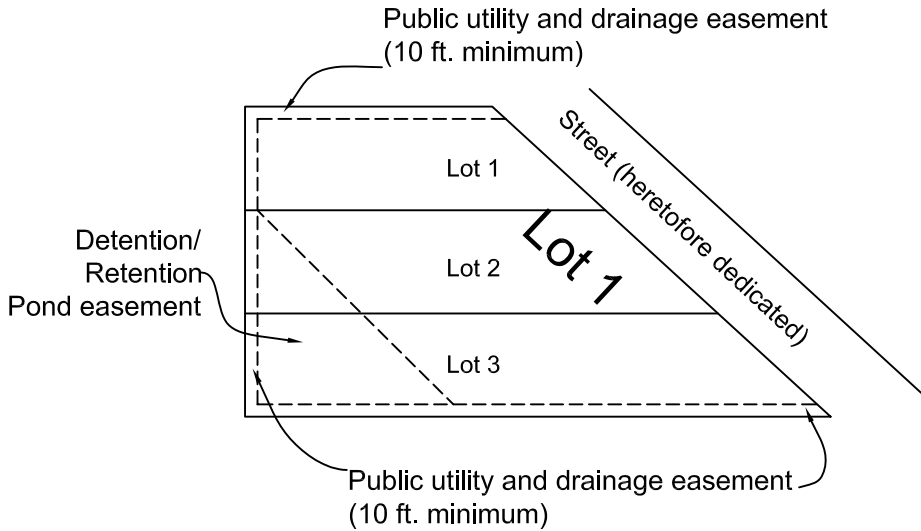
PLAT OF RESUBDIVISION

(FOR LOT CONSOLIDATION OR RESUBDIVISION OF LOTS)

LEGAL DESCRIPTION



SCALE:



Notes:

1. Lot dimensions shall be provided.
2. If lot lines are moved, angles or bearings should be provided.
3. Show proposed easements, building lines, etc.
4. Show existing easements with document numbers.
5. If moved lines produces two or more lots, provide a minimum four foot drainage easement on each lot, thus producing a total of eight (8) feet minimum between lots.

Owner's certificate
(Individual or in Trust)
Certificate No. 1 or 2

(S)

Reserved for Illinois
Dept of Transportation
if applicable
Certificate No. 11

Recorder's Office
Certificate No. 20

Notary Public Certificate
Certificate No. 1A or 2A

(S)

Reserved for County
Engineer if applicable
Certificate No. 12

Commonwealth Edison
Company
Telephone Company
NICOR Gas Company
Cable Company
Certificate No. 24

Village Board of
Trustees
Certificate No. 3

(S)

Reserved for Township
Office if applicable
Certificate No. 13

Village Plan
Commission
Certificate No. 6

Design Engineer's Certificate as
to Drainage, also owner or
attorney sign block
Certificate No. 14

(S)

Permanent Index
Number and address or
location of property

Sign block for Village
Treasurer as to Special
Assessments
Certificate No. 7

Surveyor's Certificate
Certificate No. 15

Submitted by/Return to:
Village of Addison
One Friendship Plaza
Addison IL 60101

Village Engineer
1. Domestic Water and Sanitary
Sewer Systems - Certificate No. 8
2. Street - Certificate No. 9

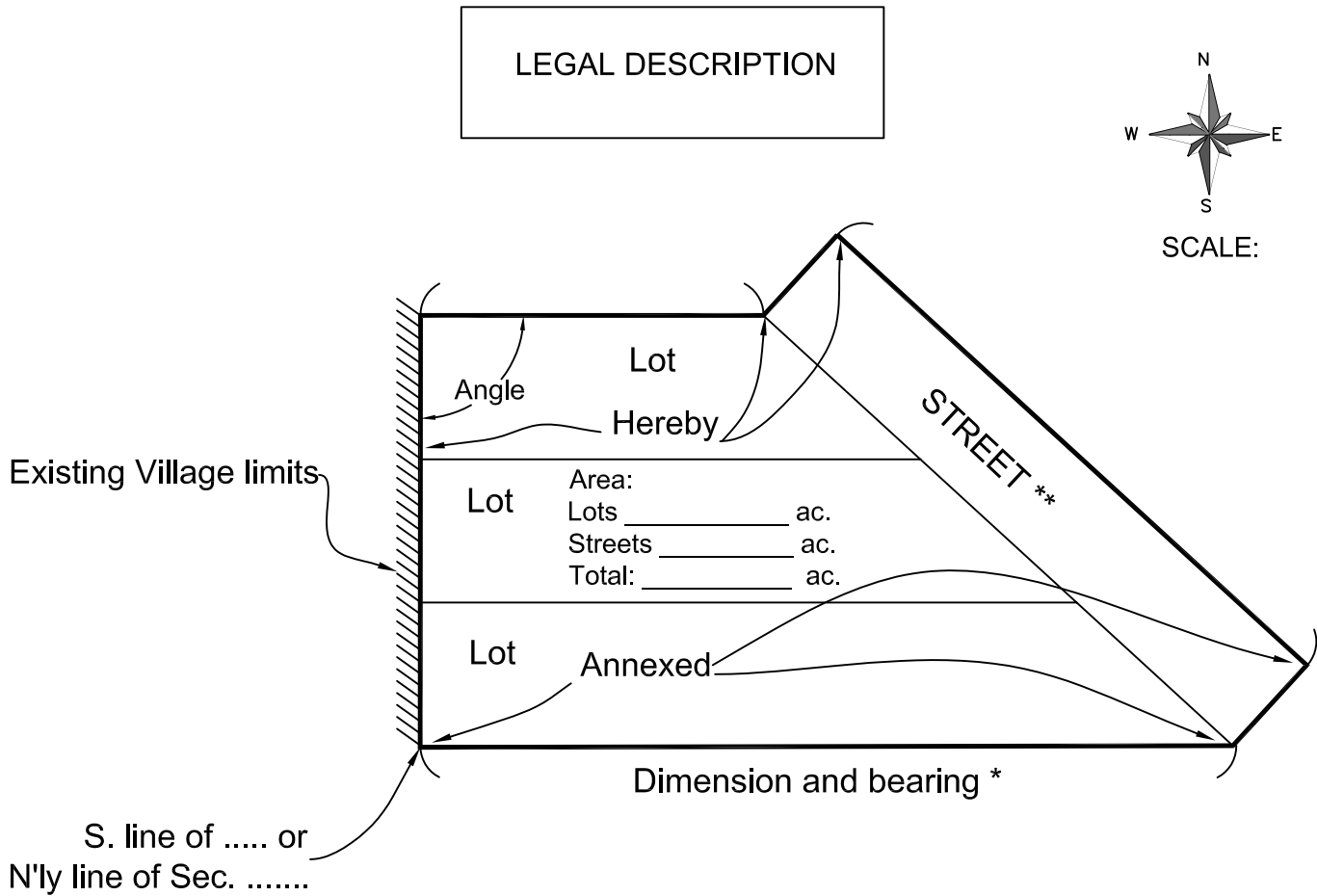
County Clerk Certificate
Certificate No. 19

(S) = Seal

SAMPLE ONLY

Maximum Size of Mylar - 24" X 36"

PLAT OF ANNEXATION



- * All dimensions shall be shown
- * Can omit bearing if angles are given
- * Can omit bearing or angle if platted from the records that do not show these
- ** All streets shall be included in annexation

Village Board of
Trustees
Certificate No. 5

(S)

Permanent Index
Numbers and address
or location of property

Recorder's Office
Certificate No. 20

Surveyor's Certificate
Certificate No. 18

(S)

Submitted by/Return to:
Village of Addison
One Friendship Plaza
Addison IL 60101

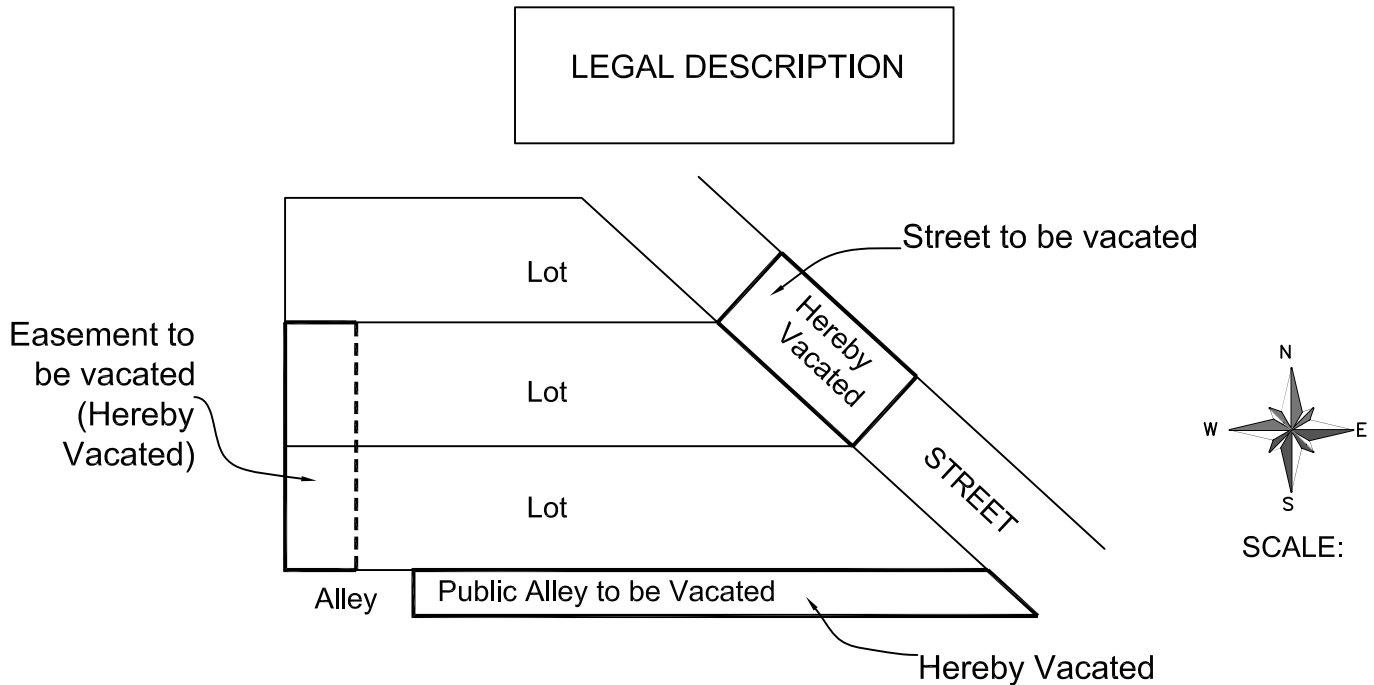
(S) = Seal

SAMPLE ONLY

Maximum Size of Mylar - 24" X 36"

PLAT OF VACATION

(PUBLIC STREET OR PUBLIC ALLEY OR UTILITY EASEMENT)



Owner's Certificate
(Individual or in Trust)
Certificate No. 1 or 2

(S)

Notary Public Certificate
Certificate No. 1A or 2A

(S)

Village Board of
Trustees
Certificate No. 4

(S)

Village Plan
Commission
Certificate No. 6

Village Engineer
Certificate No. 10

Reserved for Illinois
Dept of Transportation
if applicable
Certificate No. 11

Reserved for County
Engineer if applicable
Certificate No. 12

Reserved for Township Office
if applicable
Certificate No. 13

(S)

Surveyor's Certificate
Certificate No. 16 or 17

(S)

Recorder's Office
Certificate No. 20

Easement Reservation
if applicable (for
vacation and reserving
an easement)

Vacation of Easement
Commonwealth Edison
Company
Telephone Company
NICOR Gas Company
Cable Company
Certificate No. 28

Permanent Index
Numbers and address
or location of Vacation

Submitted by/Return to:
Village of Addison
One Friendship Plaza
Addison IL 60101

(S) = Seal

SAMPLE ONLY

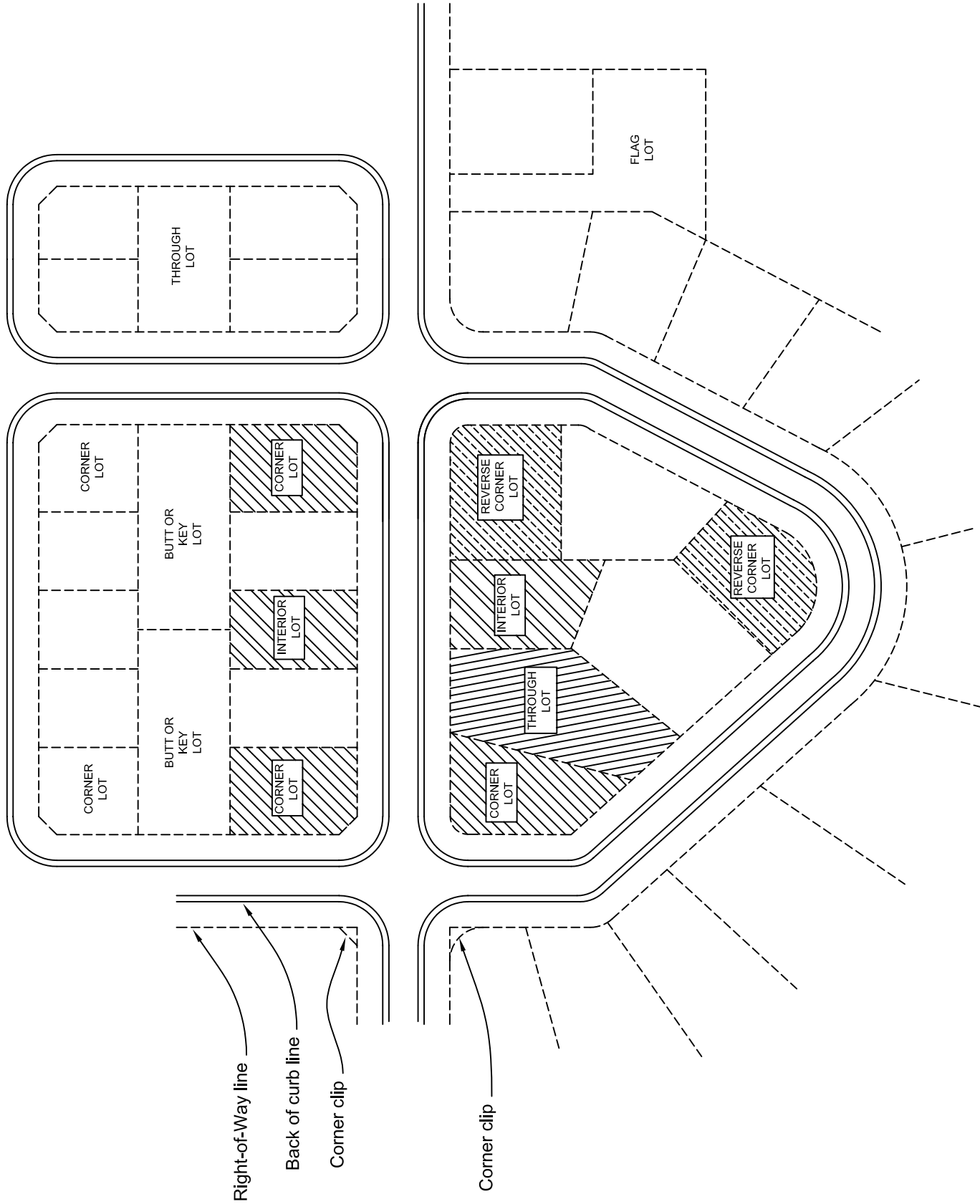
Maximum Size of Mylar - 24" X 36"

APPENDIX C

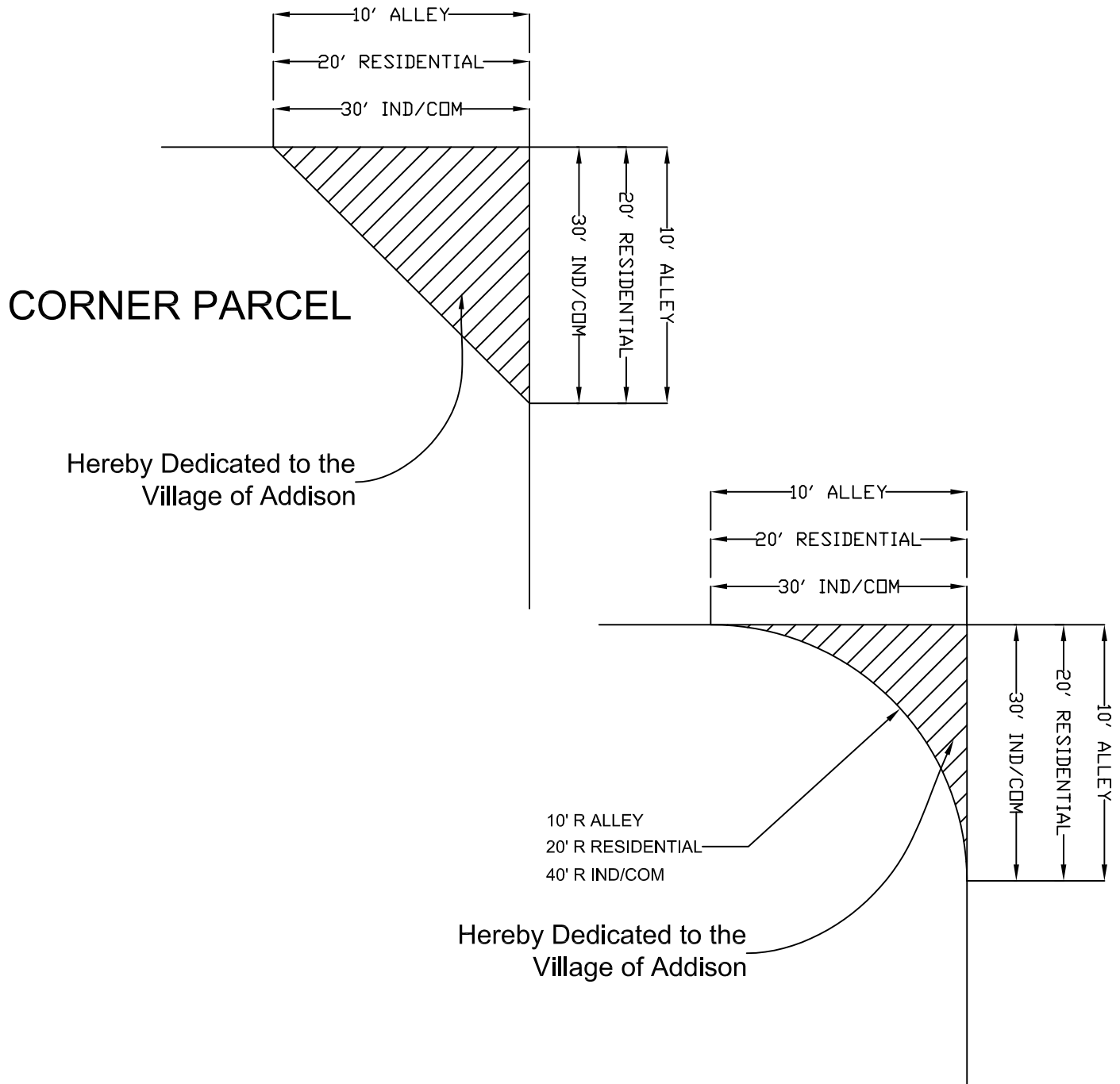
TYPICAL LOTS AND CORNER CLIP DIAGRAM

TYPICAL LOTS

NOTE: See the Addison Zoning Ordinance for yard restrictions.



CORNER CLIP RIGHT-OF-WAY DEDICATION



1. Dedication conveyed through a warranty deed or on a final Plat of Subdivision.
2. Dimensions may change if the intersection is skewed or improvement design dictates.
3. The parcel(s) shall be annotated to read "Hereby Dedicated to the Village of Addison".

APPENDIX D

APPLICATION FOR PUBLIC HEARING

APPLICATION FOR PUBLIC HEARING BEFORE THE PLAN COMMISSION

1. Name of Applicant: _____ Phone: _____

Address: _____

Signature

2. _____
Common Address or Location of Subject Property

3. Owner: _____ Phone: _____

4. Name of Attorney: _____ Phone: _____

Address: _____

(ON VILLAGE LETTERHEAD)

Date of Hearing: _____

File Number: _____

APPLICATION FOR:

Amended Pre-Annexation Agreement _____

Pre-Annexation Agreement _____

Pre-Platting Conference _____

Other Land Use Item _____

Rezoning _____

Special Use _____

Variation of _____

Sub / Resub _____

To the Addison Plan Commission / Land Use: Application
is hereby made for the following described property:

Legal Description: _____

Common Address: _____

Proposed Change: _____

To Permit:	Construction	_____	Enlarging	_____
	Reconstruction	_____	Moving	_____
	Alteration	_____	Change in Use	_____

Description of proposed building: _____

I HEREBY GRANT AUTHORITY TO ALLOW THE VILLAGE
OF ADDISON TO REMOVE THE POSTED SIGN IF IT IS NOT
REMOVED BY ME TWO WEEKS AFTER THE PUBLIC HEARING.

Fee of _____ Paid: _____ Signed: _____

Owner / Agent

Receipt # _____

Cash / Check # _____

Mailing Address

Received By: _____ Home phone: _____

Plat of _____ attached Business phone: _____

