

AGENDA FOR REGULAR MEETING VILLAGE OF TINLEY PARK PLAN COMMISSION

August 3, 2023 – 7:00 P.M. Council Chambers Village Hall – 16250 S. Oak Park Avenue

Regular Meeting Called to OrderPledge of AllegianceRoll Call TakenCommunicationsApproval of Minutes:Minutes of the July 20, 2023 Regular Meeting

ITEM #1 PUBLIC HEARING –SERDAR FENCE SETBACK , 6648 174th PLACE – VARIATION APPROVAL

Consider recommending that the Village Board grant Christina and Robert Serdar (petitioner) a variation from Section III.J. of the Zoning Code (Fence Regulations) at the property located at 6648 174th Place in the R-5 Low Density Residential Zoning District. The proposed Variation will permit the petitioner to install a four-foot (4') high open-style fence to encroach up to eight feet six inches (8'-6") into the required secondary front yard on a corner lot.

ITEM #2 PUBLIC HEARING – OAK PARK TOWNES, 17822-17828 OAK PARK AVENUE – VARIATIONS, FINAL PLAT, AND SITE PLAN/ARCHITECTURAL APPROVAL

Consider recommending that the Village Board grant Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, (petitioner) two Variations from Section XII.D.9. (Private Lot Standards), Table 2.D.6. of the Zoning Code. The proposed Variations will increase the required interior maximum side yard setback from five feet (5') to a ten and one/tenth feet (10.1'), and increase the private roadway's maximum curb cut width from twenty feet (20') to thirty-one feet (31'). The petitioner is requesting these Variations to permit new construction of a 31-unit townhome development located at 17822-17828 Oak Park Avenue zoned within the NG (Legacy – Neighborhood General) zoning district. Site Plan and Final Plat approvals will also be considered at the meeting.

ITEM #3 GAS N WASH, 18301 LAGRANGE RD – SPECIAL USE, FINAL PLAT, VARIATIONS, AND SITE PLAN/ ARCHITECTURAL APPROVAL

Consider recommending that the Village Board grant Leonard McEnery on behalf of Gas N Wash a Special Use for a Automobile Service Station and an Automobile Car Wash and Variations (Urban Design Overlay, Parking Minimum, Parking Minimum, Parking Locations, Wall/Ground Signs, etc.) to permit an gas station with a convenience store, car wash, and two drive-thru restaurant uses at the property located at 18301 LaGrange Road (SEC LaGrange Rd and 183rd St) in the B-3 (General Business and Commercial) zoning district. Site Plan and Final Plat approval are also being considered at the meeting.

Receive Comments from the Public Good of the Order Adjourn Meeting



MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION, VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

July 20, 2023

The meeting of the Plan Commission, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on July 20, 2023.

CALL TO ORDER –CHAIRMAN GRAY called to order the Regular Meeting of the Plan Commission for July 20, 2023 at 7:00 p.m.

Lori Kosmatka, Associate Planner, called the roll.

Present and responding to roll call were the following:

	Chairman Gray
	James Gaskill
	Terry Hamilton
	Eduardo Mani
	Steve Sepessy
	Kurt Truxal
Absent Plan Commissioners:	Donald Bettenhausen
	Angela Gatto
	Andrae Marak
Village Officials and Staff:	Jason Engberg, Planning Manager
	Lori Kosmatka, Associate Planner
Petitioners:	Ramsey Elshafei, RE Development Solutions
	Jim Doyle, RE Development Solutions
	Tim Kirby, Meadowbrook Builders
Members of the Public:	None
COMMUNICATIONS –	

No communications by Staff.

APPROVAL OF THE MINUTES - Minutes of the July 6, 2023, Regular Meeting of the Plan Commission were presented for approval. A motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER TRUXAL to approve the July 6, 2023, minutes as annotated. CHAIRMAN GRAY asked for a voice vote; all were in favor. He declared the motion carried.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE JULY 6, 2023 REGULAR MEETING

ITEM #1: WORKSHOP – OAK PARK TOWNES, 17822-17828 OAK PARK AVENUE – VARIATIONS, FINAL PLAT, AND SITE PLAN/ARCHITECTURAL APPROVAL

Consider recommending that the Village Board grant Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, (petitioner) two Variations from Section XII.D.9. (Private Lot Standards), Table 2.D.6. of the Zoning Code. The proposed Variations will increase the required interior maximum side yard setback from five feet (5') to a ten and one/tenth feet (10.1'), and increase the private roadway's maximum curb cut width from twenty feet (20') to thirty-one feet (31'). The petitioner is requesting these Variations to permit new construction of a 31-unit townhome development located at 17822-17828 Oak Park Avenue zoned within the NG (Legacy – Neighborhood General) zoning district. Site Plan and Final Plat approvals will also be considered at the meeting.

Present Plan Commissioners:	Chairman Gray James Gaskill Terry Hamilton Eduardo Mani Steve Sepessy Kurt Truxal
Absent Plan Commissioners:	Donald Bettenhausen Angela Gatto Andrae Marak
Village Officials and Staff:	Jason Engberg, Planning Manager Lori Kosmatka, Associate Planner
Petitioners:	Ramsey Elshafei, RE Development Solutions Jim Doyle, RE Development Solutions Tim Kirby, Meadowbrook Builders
Members of the Public:	None
Members of the Public:	None

CHAIRMAN GRAY introduced Item #1.

Lori Kosmatka, Associate Planner, presented the staff report. She noted that the Petitioner is

present.

The Petitioner, Ramsey Elshafei, introduced himself and his organization. He represents one of the owners for this project. The ownership has a partnership with two different families. This project is part of their opportunity to invest in some residential projects. A lot of their projects have been commercial thus they have a lot of experience in managing and developing real estate. They are investing in the residential market, looking for an opportunity in Tinley Park. He is available to answer questions.

CHAIRMAN GRAY asked the drawings showing the rectangular boxes by the garages for the sixunit building, if they are an error or to represent anything.

Mr. Elshafei confirmed it is not to represent anything currently. He thinks at one point there may have been a past consideration to expand at the garage. It is just a matter of his team taking those lines out.

CHAIRMAN GRAY asked about the access road going east-west off Oak Park Avenue will be a private road, as Lot 32. There are two names on the drawings: 178th Place and 178th Court.

Mr. Elshafei confirmed that some of the drawings had them labeled differently, as he believes the Village had requested a certain naming. He noted it might be an older drawing.

COMMISSIONER MANI asked staff to clarify if the road going into the development has to be 20 feet. The drawings show it as 31 feet. He also asked if the setbacks are in line with the other existing buildings on Oak Park.

Lori Kosmatka, Associate Planner, explained this roadway is classified as an alley per Village code and thus they are requesting a variation. She noted that Union Square is to the south.

Jason Engberg, Planning Manager, noted that to the south they are pretty close, hence why they are asking for the vacation to get right on the property line. The Legacy Code calls for buildings to be right up to the line. He wasn't sure about to the north.

CHAIRMAN GRAY noted the 31 feet is to allow fire trucks, otherwise it would be too narrow. He knew that the Village Fire Department had asked for signs those north-south alleyways to the driveways to show no parking. That wasn't originally in the plan. He asked if they are going to put it in the plan.

Mr. Elshafei responded that it is part of the submittal. On the alleyways you are only allowed to park on one side. It will be a private road with signage. The driving radius for the fire truck would use the last and most northerly aisle to do the u-turn. They did a fire truck study to show it could do a turn.

CHAIRMAN GRAY noted that the main private road 178th Court would still have some parking. He asked for clarification.

Jason Engberg, Planning Manager, responded that he believes they could only just park on the north

side for visitors on that roadway. It is also the same for the north-south alleys for cars parking behind garages.

CHAIRMAN GRAY noted that was fine, and seems big enough for entrances and wide enough for the fire department.

Mr. Elshafei clarified that when the fifth building starts, that is where the parking cuts off so the fire truck can turnaround. That is identified on the plans.

Lori Kosmatka, Associate Planner, noted you can only park on a portion of the north side of the 178th Court.

Mr. Elshafei clarified he believes it is a note on the drawings, just not pictorially covered. You wouldn't see it on this submittal.

COMMISSIONER TRUXAL asked if the balconies would be on the front or back. Everything else looks good and it will be a nice addition to the Village.

Lori Kosmatka, Associate Planner, noted the balconies were previously considered on the rear. It would have been an opportunity to provide outside space and improve the façade.

COMMISSIONERS HAMILTON & GASKILL had no comments other than it is a good looking, nice plan.

COMMISSIONER SEPESSY asked if the balconies would match the property to the south on 179th.

Mr. Elshafei clarified per their current submittal, they do not have balconies. He noted reasons for this. If you are on a rear balcony for the six-unit building, you would be staring straight into the master bedroom of the two-story units, which is a privacy issue. Another reason is because they felt this is an urban community within walking distance to the downtown area. They feel that because it is an urban area, there are a lot of other areas to enjoy exterior living. Also, because they have such large variety of what they are looking to market, there are only six units there missing an outdoor living space. The majority of the development's units have outdoor living space. Additionally the three story units have a front area that is landscaped and could possibly have space for a chair to use that lawn space.

Jason Engberg, Planning Manager, noted that overall it was just a comment Staff made earlier to the petitioner. We left it as an open item for the Commission to discuss if they feel it is a very important or not important, to give staff direction to move forward to give direction.

CHAIRMAN GRAY noted that neighbors may not want a view from a balcony staring into their bedroom. Also, it is only six units. He knows that the property off 179th has the faux balconies on the front and believes they also have actual balconies on the back. Because of the privacy issue however the question of having balconies would not be a dealbreaker for him. It is up to them whether they use their frontage. He walks by there frequently. Some people like a front porch area, while some prefer a balcony. He figures that if someone wants a balcony, they would get one of

the other units. He also noted he likes the privacy fences. He asked if the reasoning for no balconies was more privacy issue or market feedback as noted in the staff report.

Mr. Elshafei responded that it is a privacy issue to them, but they did talk to three prospective brokers to help on the marketing side to help lease them. Those brokers indicated they didn't feel that it was a huge selling factor nor was it a detriment to being able to rent these out. The Petitioner didn't feel it was necessary to have as part of this development. Based on how the floorplates layout, if you a balcony, you reduce the kitchen significantly, causing you not to have a window to look out where your sink would be. You would be breaking out your space and open floor plan design. To sacrifice this to get 20 square feet of exterior living space by reducing the main living quarters of the kitchen, small dining room, and living room, the Petitioner didn't feel the tradeoff was worth it as a consumer.

CHAIRMAN GRAY asked the Commission for a straw poll. No one objected. COMMISSIONER TRUXAL stated he did not see it as a dealbreaker.

COMMISSIONER SEPESSY asked what space is available in the back of the six-units.

Mr. Elshafei responded it would help to look at the landscaping plan. There are trees to break it up for a little more privacy on the ground level, but there is a sidewalk going to the front doors, a small area for air conditioners, driveway, and small landscaping space between them. It is only a little bit of space, and not somewhere one would really spend time there. It would face the front of the other townhomes. However, on the front yard there is some space for an opportunity to be used. It would be private space, not the Village road.

COMMISSIONER TRUXAL asked if the six-story building was three or four stories because of the dormer on top. He asked what is under the dormer of the six-unit building.

Mr. Elshafei responded he believes those are faux windows, and mostly decorative. There are no proposed attics or storage spaces there.

Jason Engberg, Planning Manager, responded that typically dormers like that are just architectural features to add interest.

CHAIRMAN GRAY acknowledged there are trees in instances where bufferyards aren't required. It is nice to have this to at least screen to neighbors to the north. The trees on the south side also help nicely screen to the south. He asked regarding the lighting details, if there are ceiling mounted lights also.

Mr. Elshafei responded this is just documentation that will need to be cleaned up with their architect. Architects and engineers lately have been swamped and it may have been something that was missed. The renderings don't always depict the exact fixture they are going to install. The line details can however. We will have two fixtures on each side of the garage and then one on the back door. There also is a downlight by the front door.

CHAIRMAN GRAY asked staff if there were any further recommendations needed for this item, and if staff had what they need.

Lori Kosmatka, Associate Planner, responded no further recommendations were needed.

CHAIRMAN GRAY asked if anyone else wished to speak. Hearing none, he noted there will be a public hearing on August 3rd.

Good of the Order

Jason Engberg, Planning Manager, noted the following:

- North Street / Harmony Square Development is moving along. Hopefully it can come here August 3rd for the workshop. They have been getting comments in and it is a big project. They will review comments as they come in.
- Lori Kosmatka passed her AICP test a while ago, but now has finished all her other requisites and requirements, and is now an AICP Certified Planner. He is not surprised she passed it on her first try. Every planner here is now certified.

Receive Comments from the Public

There were no comments from the public.

Adjournment

CHAIRMAN GRAY requested a motion to adjourn the meeting.

COMMISSIONER MANI made a motion to adjourn the Meeting. COMMISSIONER GASKILL seconded the motion. CHAIRMAN GRAY requested a voice vote. Hearing no opposition, he declared the Meeting Adjourned.

The meeting was adjourned at 7:45 p.m.



PLAN COMMISSION STAFF REPORT

August 3, 2023 – Public Hearing

Serdar – Corner Lot Fence Setback Variation

6648 174th Place



EXECUTIVE SUMMARY

The Petitioner, Christina and Robert Serdar, is seeking a Variation from Section III.J (Fence Regulations) to replace an existing, dilapidated wood fence and allow for the installation of a four-foot (4') high open style aluminum fence. The proposed fence will be in the same location as the existing fence, which encroaches eight feet six inches (8'-6") into the required secondary front yard. Per the Zoning Ordinance, fences are required to be at or behind the at least ten feet from the property line in the secondary front yard. Therefore, the petitioner is requesting a variance to remove the legally nonconforming fence and erect a new fence in its place.

The fence setback Variation is requested due to the unique, narrow triangular shape and configuration of the lot and existing house. Unlike other corner lot homes, the lot is irregularly shaped and has little depth to accommodate for the required ten foot (10') setback. Additionally, the property's area is limited resulting in diminished contiguous land area otherwise not restricted by front yard requirements.

The proposed open style fence will not cause visibility concerns from intersections or private driveways.

Petitioner Christina & Robert Serdar

Property Location 6648 174th Place

PIN 28-30-417-011-0000

Zoning R-5 Low Density Residential

Approvals Sought Variation

Project Planner

Lori Kosmatka, AICP, Associate Planner

EXISTING SITE & HISTORY

The subject property is a single family detached home at the northeast corner of 67th Avenue and 174th Place. The property is generally located southeast of The Boulevard development. This neighborhood is one of the older areas of Tinley Park, annexed in 1892, and is part of the Vogt's Addition to Tinley Park Subdivision. According to county GIS parcel data, the subject property's approximate lot area listed as 5,733 sq. ft.

The subject property is a nearly triangularshaped corner lot with two front yards facing 67th Avenue and 174th Place. There is an existing house and a detached garage on the site, as well as an existing wood picket fence running adjacent to 67th Avenue (secondary front yard) to the rear of the property.

The existing fence, house, and detached garage all have portions that encroach within the required secondary front yard. The house is situated approximately seven feet (7') at its closest point to the property line, the detached garage approximately six feet (6') at its closest point to the property line, and the fence is set 18 inches in from the property line. These encroachments are permitted as the structures are defined as legally nonconforming since they were established prior to the Village's current Zoning Ordinance.



Location Map & Zoning Map showing Adjacency to Legacy District (purple)

ZONING & NEARBY LAND USES

The subject property is located within the **R-5 Low Density Residential Zoning District**. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	R-5 Low Density Residential District R-6 Medium Density Residential District Downtown Core (Legacy)	Detached Single-Family Dwellings The Boulevard at Central Station
East	R-5 Low Density Residential District	Detached Single-Family Dwellings
South R-5 Low Density Residential District R-6 Medium Density Residential District		Detached Single-Family Dwellings
West	Downtown General District (Legacy) Civic District (Legacy)	Detached Single-Family Dwellings Tinley Park Historical Society

Adjacent Legacy District

Across 67th Avenue the zoning district abruptly changes to the Legacy District's DG (Downtown General) and CV (Civic) area. These districts are regulated by the Legacy Code, identified as Section 12 within the Zoning Ordinance. The Legacy Code is a formbased code with inherent differences to the regulations of standard residential zoning districts.

Within the Legacy Code, open-style decorative type fences on private frontages are permitted to extend to the property line along the required front yard and are limited to a minimum height of three feet (3') and a maximum height of four feet (4'). Additionally, for corner lots of detached single-family residence, open or solid fencing with a maximum height of six feet (6') along their secondary frontage is permitted provided that the fence is located no closer than fifteen feet (15') to the property line, and does not extend past the front façade of the primary structure. Thus, the Legacy Code regulations are considerably more permissive compared to the R-5 Zoning District in terms of allowable fence locations.



Top: Photos of Existing Fence on Subject Property (by Petitioner); Bottom: Image from right-of-way (by Google Streetview)

Due to the nearby Legacy District and the other older homes in the area, the neighborhood character reflects instances of fences within front yards. The Petitioner has provided the following photo exhibits of some nearby properties (full exhibit is included as an attachment in their submittal):







6639 174th St.

17437 S. 67th Ct.

6657 South St.

VARIATION REQUEST

The Petitioner wishes to replace their existing dilapidated fence with a fourfoot (4') high open style fence in the same location. The Petitioner has made efforts to repair the existing fence, but now face structural challenges since the wood posts have deteriorated, making the fence unstable. Their narrative states that by replacing the broken fence, they believe it will provide an investment not only to their home but also to the neighborhood since the fence is an eyesore on a prominent Tinley Park corner.

Per Section II.B. of the Zoning Ordinance, the primary front yard on a corner lot is determined by the street lot line with the smallest dimension. Since the lot line along 174th Place is approximately eighty-five feet (85') and the lot line along 67th Avenue is approximately one-hundred-thirty-three feet (133'), the frontage along 67th Avenue is defined as the secondary front yard.

Section III.J "Fence Regulations" of the Zoning Ordinance states that all fences located in the required secondary front yard must be located at least ten feet (10') from the lot line. Although, if a residential structure is nonconforming to the required front yard setback(s), a fence may be permitted to encroach into the required front yard setback to align with the established setback of the structure.

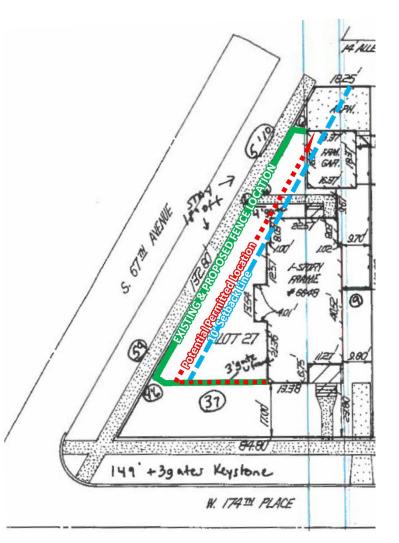
Replacing the existing fence at its current location is not permitted by code since it is only one-foot sixinches (1'6") from the property line. Since the structure is nonconforming with regards to the required front yard setbacks, the petitioner is permitted to install a fence that is aligned with the front of the existing house (see dashed red line in adjacent exhibit). The permitted location for a new fence will create two separate fenced yards and reduce the already limited space. Therefore, the Petitioner is requesting a variation from the zoning ordinance to allow a new fence to encroach eight feet six inches (8'-6") into the required secondary front yard.

The property's triangular lot shape and its minimal, narrow depth with the proximity of the existing house and garage pose a unique circumstance and illustrate a physical hardship to the property. Due to the height, style, location, and similarity to the existing fence, the proposed fence will not cause visibility concerns from intersections or private driveways.

As illustrated in the exhibit to the right, the fence will begin at the detached garage, going out six feet, with a run of 15'-10", followed by a 4' gate over the walkway leading into the property, followed by 59 feet, a 4'-6" bend at the corner, and 37 feet leading to the house.



Sample Image of a Fence Similar to Proposed (by Petitioner)



STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff draft Findings of Fact are provided below for the Commission's review and approval.

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - The proposed fence location creates a more useful property that utilizes limited available contiguous land area otherwise not restricted by front yard requirements. Since the proposed fence will be in the same location at the existing fence, it will not increase the degree of encroachment into the secondary front yard.
- 2. The plight of the owner is due to unique circumstances.
 - The property's, nearly triangular lot shape and its minimal, narrow depth with the close proximity of the existing house and garage pose a unique circumstance, and illustrate a physical hardship.
- 3. The Variation, if granted, will not alter the essential character of the locality.
 - The proposed fence location will not alter the essential character of the locality. Since the proposed fence will be in the same location at the existing fence, it will not increase the degree of encroachment into the secondary front yard. There is a variety of lot sizes and shapes in the neighborhood due to the angled configuration of 67th Avenue and resubdivisions and reconfigurations of lots over the years within this older neighborhood. The four-foot open style fence is also similar to other fences in this older neighborhood, some of which are also located within front yards.
- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

If the Plan Commission wishes to take action, an appropriate wording of the motions would read:

Variation:

"...make a motion to recommend that the Village Board grant a Variation to the Petitioner Christina & Robert Serdar a Variation from Section III.J. of the Zoning Code (Fence Regulations) at the property located at 6648 174th Place in the R-5 Low Density Residential Zoning District. The proposed Variation will permit the petitioner to install a four-foot (4') high open-style fence to encroach up to eight feet six inches (8'-6") into the required secondary front yard.

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Application (Redacted) and Response to Standards	Petitioner	6/29/23
Narrative	Petitioner	Rec'd 6/29/23
Permit Application	Petitioner	Rec'd 6/29/23
Plat Markup (Proposed Fence Location)	Petitioner	Rec'd 6/29/23
Photos of Existing Fence to Replace on Subject Property	Petitioner	Rec'd 6/29/23
Photos of Neighborhood Fences	Petitioner	Rec'd 6/29/23



D	EGEIVE	M
In	JUN 2 9 /023	U)
VIL	LAGE OF TIMLEY PA	RK

BL-2023-06-00392

Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

	Special Use for:
[Planned Unit Development (PUD) Concept Preliminary Final Deviation
	Variation 🖌 Residential Commercial for
	Annexation
	Rezoning (Map Amendment) From to to
	Plat (Subdivision, Consolidation, Public Easement) Preliminary Final
	Site Plan
	Landscape Change Approval
	Other:

PROJECT & PROPERTY INFORMATION

Project Name:	Serdar Fence Replacement			
Project Description:	Replace existing wooden fence			
Project Address:	6648 W. 174th Pl	Property index No. (PIN):	28-30-417-011-0000	
Zoning District:		Lot Dimensions & Area:	132.8'x18.25'x116'x84.80'	
Estimated Project Co	st: \$ 4800,00			

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner:	Robert Serdar	Company:	
Street Address:	6648 W. 174th Place	City, State & Zip: Tinley Park, IL 60)477
E-Mail Address:		Phone Number:	
APPLICANT	NFORMATION		
Same as Owner	of Record		
•	ice and invoices will be sent to the applic Consent" section must be completed.	ant. If applicant is different than owner	, "Authorized
Name of Applican	Robert Serdar	Company:	
Relation To Project	* •		
			
Street Address:	•••	City, State & Zip:	
Street Address: E-Mail Address:		City, State & Zip: Phone Number:	
	•••		



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

I hereby authorize _______ (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature:

Property Owner Name (Print):

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections
 of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to
 inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature:		
Property Owner Name (Print):	Robert Ser Jan	
Applicant Signature: (If other than Owner)	N/A	
Applicant's Name (Print):	~	
Date:	June 29, 2023	

STANDARDS AND CRITERIA FOR A VARIATION

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following statements and questions related to the Standards with factual evidence and information to support the requested Variation. If additional space is required, you may provide the responses on a separate document or page.

A. Describe the difficulty that you have in conforming with the current regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?

A. The irregular shape and size of the lot does not allow us to conform to fence ordinance and retain any usable yard space. Due to the frequent foot traffic of commuters and community walkers including pet owners, a new fence provides separation of the home occupants and pedestrians. This allows for safety of both groups and their animals and a measure of privacy for the occupants of the home.

B. Describe any difficulties or hardships that current zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

The proposed change by the village zoning administrator would only allow a fenced area of ______ and would severely limit the use of the already undesirable small, exposed, corner lot. Due to the triangular shape of the lot as opposed to the neighboring rectangular lots the house already suffers from a lack of usable private yard space. The existing fence currently allows us to walk around the house within the safety of the fenced area. The new village proposal would inhibit the homeowner from walking around their house, or accessing the back patio and garage from the back of the yard. In order to access the garage, the homeowner would need to exit the fenced area in the front of the house and walk around the outside of the new smaller yard area. This would also inhibit any occupants from allowing their pet access to the yard, as they would need to walk their pet out of the front door, through the unfenced front yard, then enter the side yard through the gate. They would need to do the same to retrieve their pets from the inaccessible yard.

C. Describe how the above difficulty or hardship was created.

The proposed plan would place the fence directly through the middle of the yard and would require the removal of a 50 year old tree. This would negate the use of the yard and decrease the property value severely.

D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.

This variance request is unique because of the shape of the lot and the location of the secondary and only yard which faces 67th avenue. Due to a deeded access easement at the north side of our property we have additional unusable and inaccessible space.

E. Explain how this Variance would not be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

The intent is to provide a new and safer fence, while actually allowing for greater visibility for passing corner traffic with an aluminum fence instead of the current wood slate fence. Additionally, the fence would deter pedestrian traffic from traversing across the yard when traveling from 167th place to 67th avenue.

F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located.

The fence will replace the existing fence which is in a state of disrepair, this would be more aesthetically pleasing to the neighborhood than the current fence.

G. Explain how granting this Variance will not alter the essential charter of the neighborhood or locality.

The simple aluminum fence will retain the character of the neighborhood and complement the adjoining legacy code area.

- H. Describe how the requested Variance will not:
 - 1. Impair an adequate supply of light and air to adjacent properties.

The simple aluminum fence will not hinder light and will allow greater visibility for drivers as they approach the intersection.

2. Substantially increase the congestion of the public streets.

This will not increase congestion on public streets.

3. Increase the danger of fire.

Replacing the current wood fence with aluminum will in fact decrease the risk of fire. The wood frame house was built in 1916 making it over one hundred years old. The changes to the originally proposed fence plan would allow passerby's the ability to seemingly walk into the open yard and walk up within arm's reach of the actual structure. Diminishing the safety buffer between home

occupants and the public. As the fence sits now, there is only approximately a five foot space between the sidewalk and the home's only first-floor bathroom window. The village-proposed plan would allow pedestrians the ability to walk to the window from the street. The current fence stops people from walking to the window.

4. Impair natural drainage or create drainage problems on adjacent property.

This will not impede drainage.

5. Endanger the public safety.

A more secure fence will increase public safety.

6. Substantially diminish or impair property values within the neighborhood.

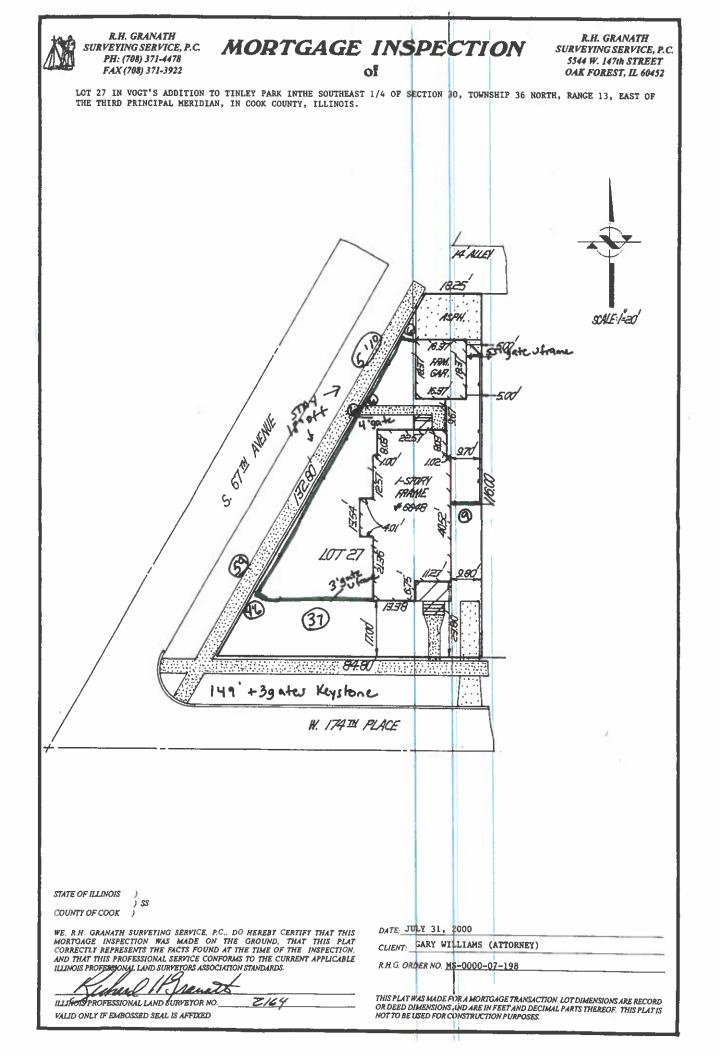
A new/updated fence would be an investment to the neighborhood.

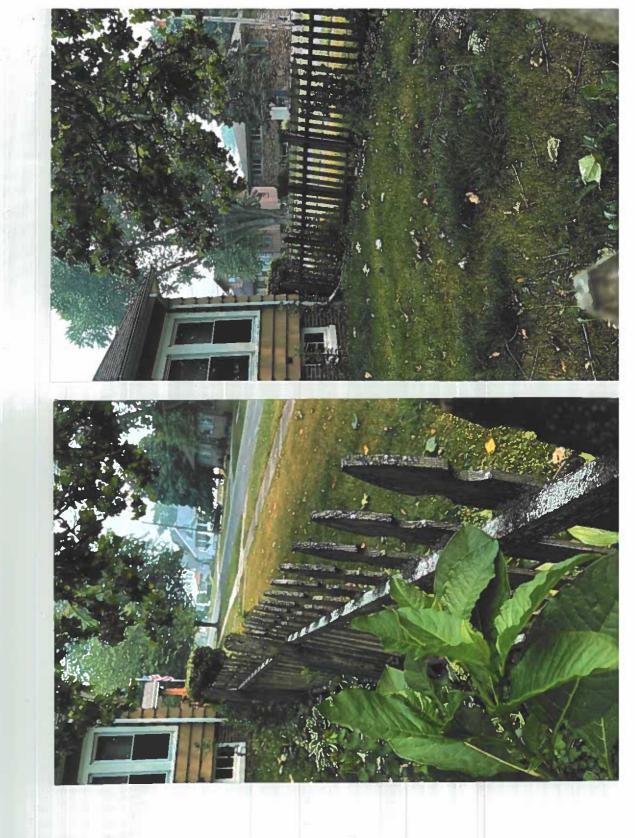
6648 West 174th Place, Tinley Park, IL 60477

We have been property owners for the past 23 years and have worked hard to care for our home. At this time, the existing fence which was in place when we purchased the home in 2000 is in a state of disrepair. We have worked tirelessly to fix and repair the original fence, however, the wood posts have deteriorated beyond repair now making the fence unstable. We recognize the current fence is an eyesore on a prominent Tinley Park corner and are asking for a variance to replace the existing fence. Our goal is to invest in the neighborhood by providing a new and upgraded fence to replace the broken fence. Unfortunately, without the variance we will be forced to continue to make patchwork attempts to keep it erect. We humbly request the ability to invest in our home and the neighborhood. We hope the village board allows the proposed improvement.

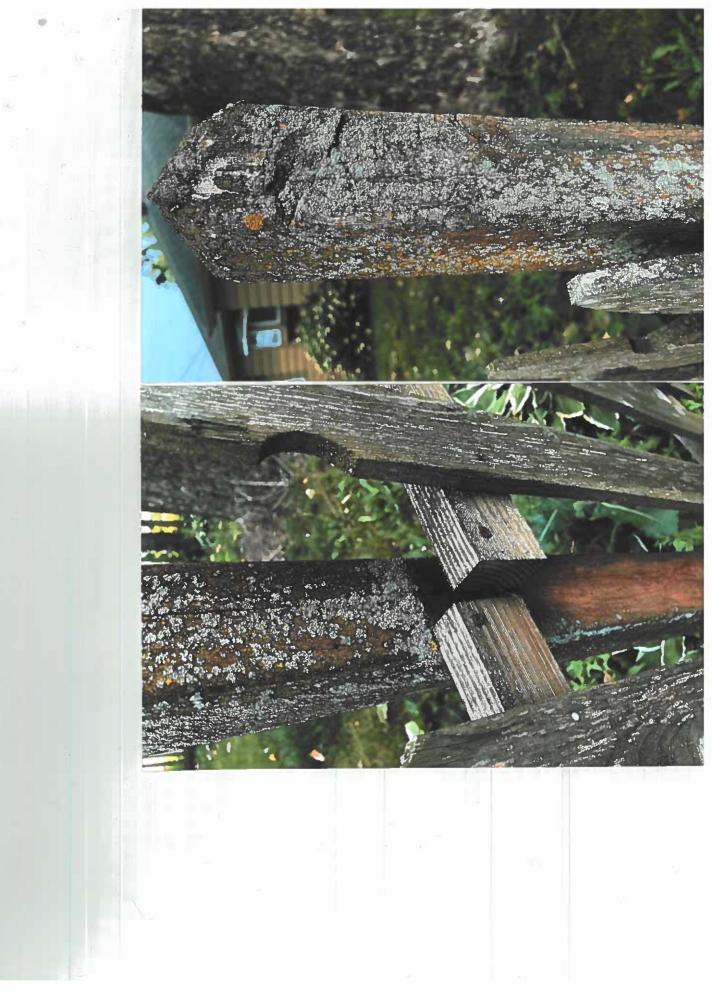
Rob and Christina Serdar

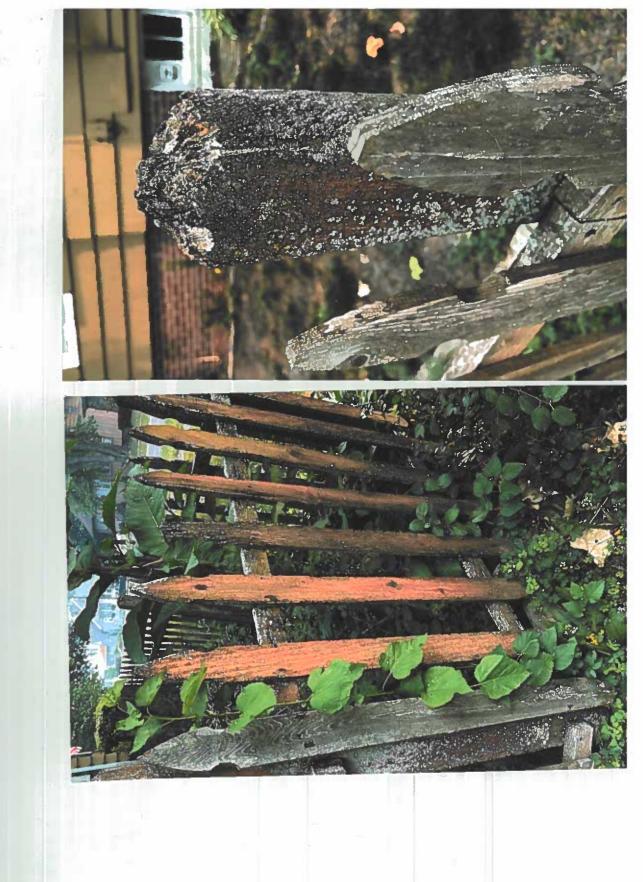
	Residential Pe 16250 Oak Park Avenu	ermit Application ue, Tinley Park, IL Fax (708) 444-5199	
Date of Application OCta (1		Permit # 1.2022.10.02417
Name(s) of Property Owner(s)		rdar	Phone
Email Address (required)			
Address of Project: 6648	174th pc.	T.P	
Description of Project: (please provide TNS7911 149	all dimensions, materials	s: for example: wood amental Al	en shed 10ft L x 10ft W x 15 H) UM · Fence
Total Cost of Project: 9,800	¥ 18'	off Walk	*
		INFORMATION DRESS AND PHONE	NUMBERS
General <u>T(L; nois</u> Fer Address: <u>15255</u> <u>5.94</u> City <u>Orland</u> Park Phone <u>708-856-89</u>	State FL	City	State
Carpentry Address: City Phone	State	Masonry Address: City	State
Concrete Address: City Phone	State	Paving Address: City	State
Drywall Address: City Phone	State	Plumbing Address: City	State
ElectricAddress: City Phone	State	Roofing Address: City	State
Excavator Address City Phone	¢	Sewer Address: City	State
Signature of Applicant(s) _ se check if applicant is owner			
	C Or contracto	or	

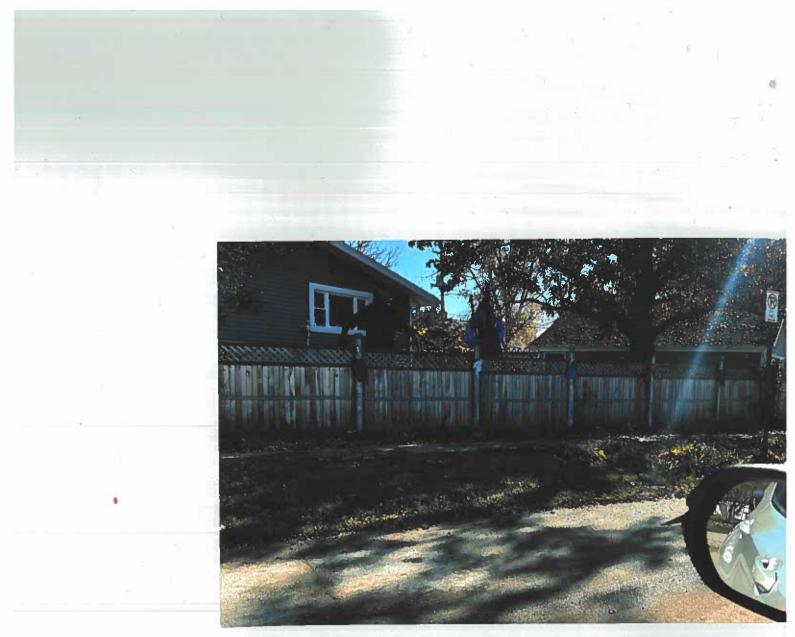












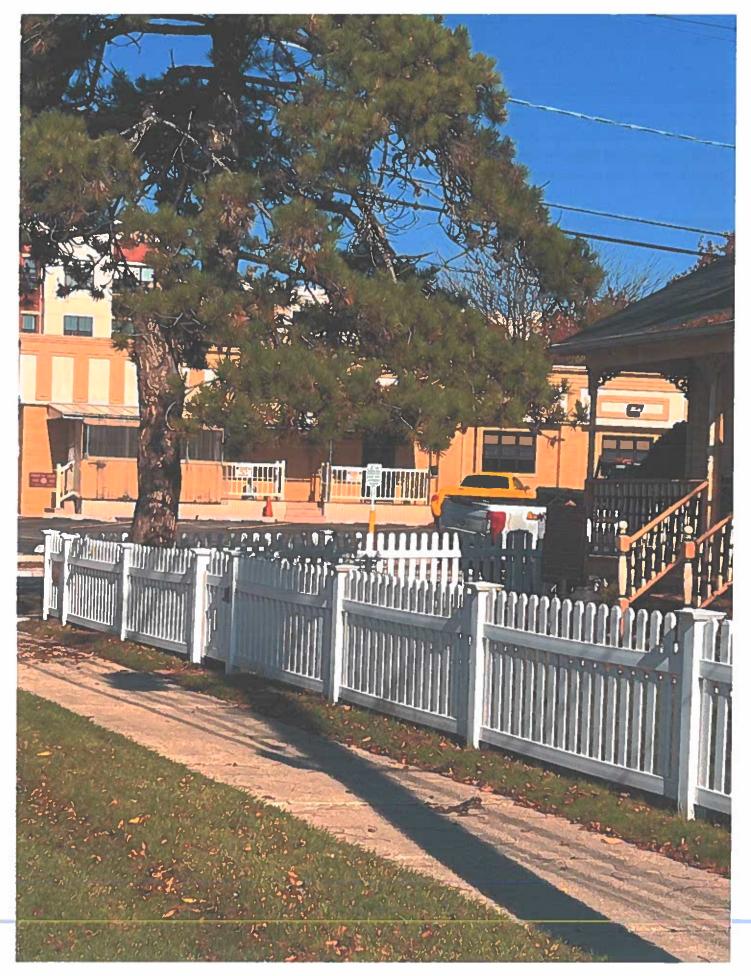
6639 174th St (Neighbor to the north)



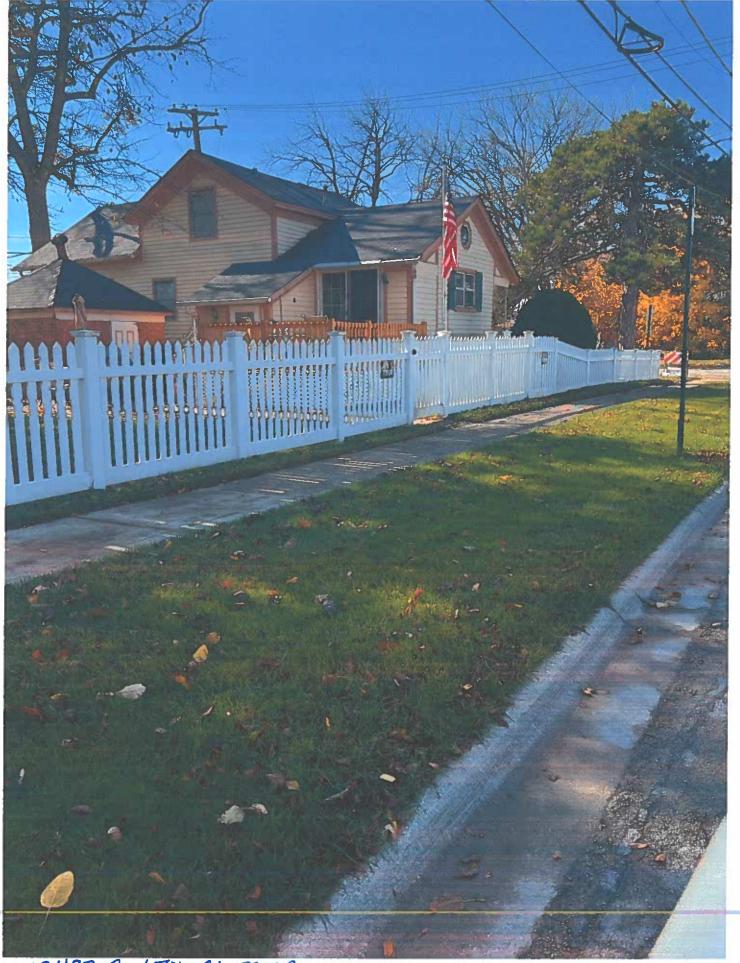
```
6657 South St.
```



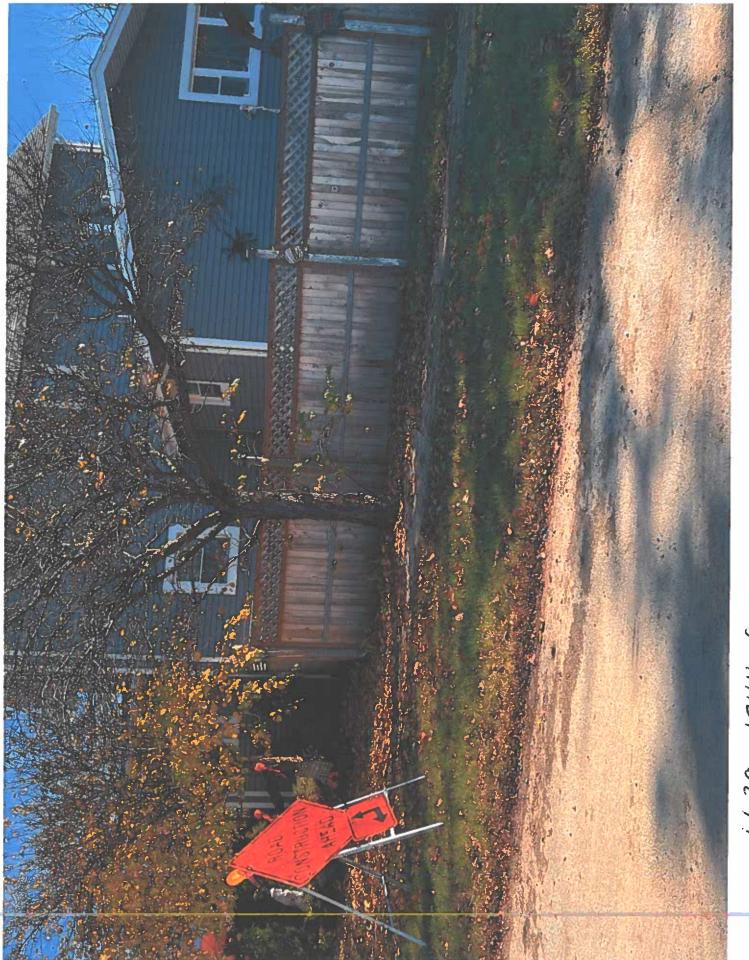
17437 S. 67th Ct.



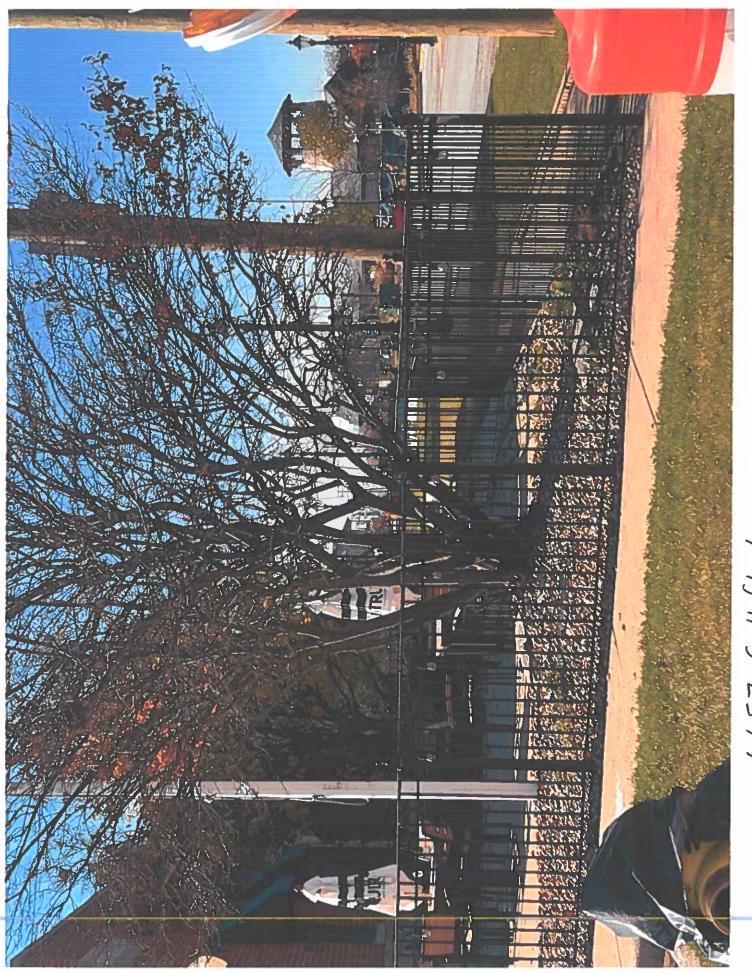
17437 5. 67th Court



17437 5. 67th C+ page 2



6639 174th Street



lolos 7 South Street



PLAN COMMISSION STAFF REPORT

August 3, 2023 – Public Hearing

Oak Park Townes Development

17822-17828 Oak Park Ave. (West Side of Oak Park Avenue, North of 179th Street)



Front Entry of 6-Unit Building (Top); Front Entry of 5-Unit Building, typical (Bottom)

EXECUTIVE SUMMARY

The Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC is requesting Variations to the Legacy Code, Site Plan/Architectural Approval, and Plat Approvals to develop a 31-unit townhome development at the property located on vacant land at the west side of Oak Park Avenue, north of 179th Street, currently addressed as 17822-17828 Oak Park Avenue. The property is zoned within the Legacy District's Neighborhood General area.

Two Variations have been requested:

- 1) Increase the interior side yard setback from a five-foot maximum permitted by code to a maximum of 10.10 feet.
- 2) Increase the private roadway's maximum curb cut width from 20 feet permitted by code to a maximum of 31 feet.

Six residential townhome buildings are proposed. One of the buildings is a three-story sixunit building fronting Oak Park Avenue and five of the buildings are two-story five-unit buildings behind and west of the six-unit building. The development pattern and use is similar to the neighboring townhomes and generally in line with the Legacy Plan's desire to increase density surrounding the Downtown Core while also creating attractive visuals along Oak Park Avenue.

Plat approval requests include a proposed Plat of Subdivision and Plat of Vacation. The Petitioner anticipates starting construction in Spring 2024, with a construction timeline as 8-10 months to be completed in a single phase.

Updates from the July 20, 2023 Plan Commission Workshop staff report are in RED.

Petitioner Oak Park by EEP, LLC

Property Location

17822-17828 Oak Park Ave. (West Side of Oak Park Ave., North of 179th St.)

PIN

28-31-105-010-0000 28-31-105-026-0000 28-31-105-027-0000

Zoning

Legacy District – NG (Neighborhood General)

Approvals Sought

- Variations
- Site Plan & Architectural Approval
- Final Plat Approvals

Project Planner

Lori Kosmatka, AICP Associate Planner

Jason Engberg, AICP Planning Manager

EXISTING SITE & HISTORY

The subject property is vacant land, +-2.631 acres (114,612 sq. ft.), consisting of multiple lots. It is located on the west side of Oak Park Avenue, north of and adjacent to the existing Union Square residential development at the northwest corner of 179th Street. The lots have been vacant since the late 1990s when the former single-family homes were demolished.

ZONING & NEARBY LAND USES

The subject property is zoned within the Legacy District's Neighborhood General (NG) area. The Legacy Code was adopted in 2011 reflective of the Legacy Plan, adopted in 2009. The Legacy Plan's goal has been to strengthen the aesthetics and economics of the downtown area, maximizing walkability and a variety of characteristics articulated in each of the six areas within the Legacy District. The Legacy Code defines the character of the Neighborhood General area as "a variety of lot sizes and building scale, with multi-family dwellings as the primary use. Street frontages have steady street tree plantings and can include lawns and buildings form a continuous street wall set close to sidewalks."

The developments to the north and south fronting Oak Park Avenue are in the same zoning classification (Legacy District -Neighborhood General). The property to has three-story four-unit the north townhome residential buildings. The property to the south is the recently constructed Union Square townhomes. The Union Square development has a street frontage along Oak Park Avenue with three stories and front doors with walkways, with a variety of architectural detail, and is complementary to the Village's Legacy Plan.

The property to the south that is along 179th Street, one development west of the northwest corner of 179th Street and Oak







Google Streetview Showing Oak Park Avenue's street frontage of Adjacent Existing Union Square residential development, June 2023

Park Avenue, is in the R-6 (Medium Density Residential) Zoning District.

To the rear (west) of the subject property are two differently zoned properties. The property to the south fronting 179th Street is zoned R-6 which is part of the Settler's Pond regional retention pond and owned by the Village. The northern property is in the R-1 (Low Density Residential) Zoning District and is the Sunset Estates (Argos Court) development, previously approved as twelve townhome units, and currently under construction by the Petitioner.

PROPOSED USE

The Petitioner proposes to develop and improve the vacant land with a 31-unit residential townhome development as described in their narrative. They proposed construction of the development in one phase, starting with the three-story (6-unit) building facing Oak Park Avenue and progressing toward the back of the development. They hope to start construction in Spring of 2024, and anticipate it will take 8-10 months from permit approval to completion. Their submittal includes a narrative letter, architectural and geometric site plans, architectural plan drawings (elevations, floor plans), preliminary engineering, landscaping, lighting, proposed plats, CC&Rs, and physical material samples.

VARIATIONS

Two code variation requests have been identified:

- 1) Increase the interior side yard setback from a five-foot maximum permitted by code to a maximum of 10.10 feet.
- 2) Increase the private roadway's maximum curb cut width from 20 feet permitted by code to a maximum of 31 feet.

The Variation for interior side yard setback is referenced at the south side of the development, where the south end units range from 8.25 feet to 10.10 feet. This Variation will allow for building separation to the adjacent development. The Petitioner states the maximum distance by code would affect the property by not allowing enough area for stormwater detention along with enough space between property lines. They identify that the intent is to provide a community living feel of housing based on desired size and price point for residents to keep the size of the units at a reasonable price.

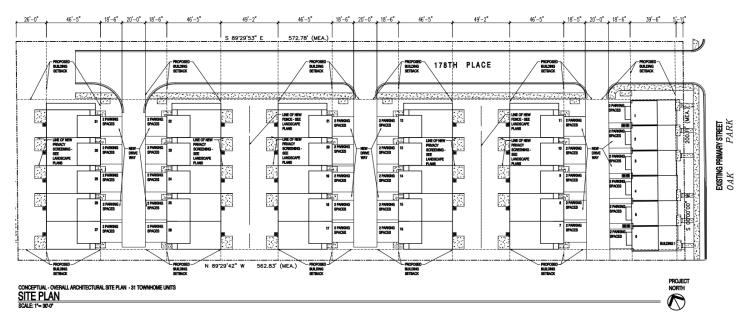
The Variation for the curb cut on the private roadway, is for the access running east-west connecting perpendicular to Oak Park Avenue. This is classified per code as an "Alley" will allow for vehicles to ingress and egress. The three other alleys in the development running north-south to access the units remain proposed compliant with code at 20 feet. The Petitioner states that the 31 feet for the private road will allow the Village's emergency vehicles including fire truck access to the development. They further note that the widened access road will allow for residents to turn on and off Oak Park Avenue.

The variance requests to permit an increase in the required side yard setback and increase the alley width were noted by the Commission as acceptable as it will provide space for a public utility easement and allow for fire access to the site, respectively.

Open Item #1: Discuss the proposed Variation requests for #1) interior side yard setback from a five-foot maximum permitted by code to a maximum of 10.10 feet and #2) private roadway's maximum curb cut width from 20 feet permitted by code to a maximum of 31 feet.

SITE PLAN/CIRCULATION

The Petitioner proposes 31 residential townhome units, comprised of one six-unit building fronting Oak Park Avenue, and five five-unit buildings behind it to the west. The layout of the five-unit buildings has the garages and front doors face the alley (access to driveway), whereas the single six-unit building has the front door on the east side of the building along Oak Park Avenue (which provides a sense of frontage), with the garages on the building's west side adjacent to the alley (access to driveways).



Proposed Architectural Site Plan

The proposal has one point of access from Oak Park Avenue, via a 31-foot-wide proposed private roadway (referred to as 178th Place) to the east to perpendicularly meet Oak Park Avenue. A white-striped crosswalk is proposed crossing the private roadway along Oak Park Avenue, with a stop bar for vehicles leaving the site. At the entry to the development, a proposed sign indicates "no outlet, no thru traffic". The west end of 178th Place will have three triple diamond "dead end" signage with snow removal and a bioswale beyond. A sidewalk is along Oak Park Avenue, and another sidewalk proposed running on the south side of the private roadway (178th Place) with bike racks placed in front of each building. All units are further accessed from the proposed 178th Place via three 20-foot "Driveways" (classified as Alleys). Unit addresses are proposed as an Oak Park Avenue address range, as 17882-17822 Oak Park Avenue.

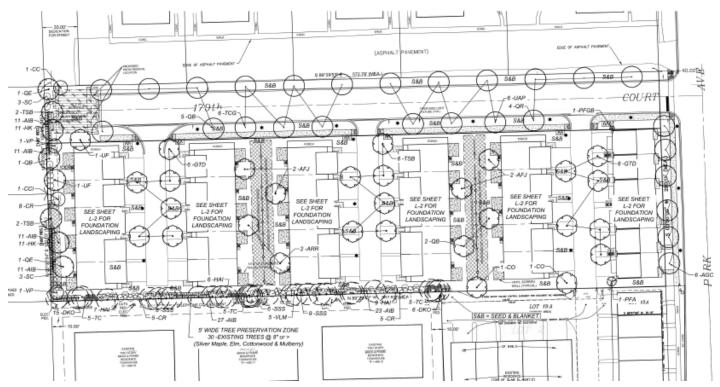
As with the Plat approval, the Site Plan/Architectural approval may be conditioned upon approval of final engineering plans at permit review. Village Public Works has reviewed the currently submitted plans, including utilities and has provided comments that will assist with further final engineering review, including a note that restoration will be coordinated with the neighboring development to the north for sanitary sewer installation (located in an existing utility easement), with which the Petitioner has agreed.

Staff has noted the site plan shows rectangular boxes on the rear of the six-unit building, which are not identified elsewhere in the elevations or other drawings.

Boxes on the site plan were an error and have been removed (New plans dated July 26, 2023).

Open Item #2: Clarify/remove rectangular boxes on the rear of the six-unit building per the site plans.

LANDSCAPE



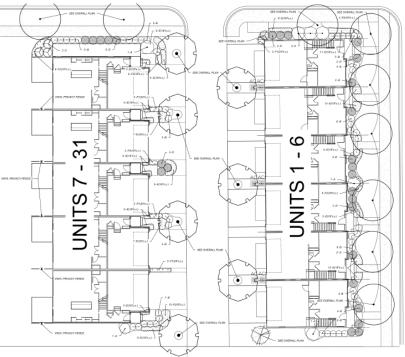
Landscape Plan

The proposal largely meets landscaping code requirements. Regarding bufferyard and perimeter plantings, canopy shade trees and other plantings are provided. The Legacy Code does not require bufferyards on the north, east, and southeast. On the north, a row of several shade trees are provided with seed & blanket in the space north of the private roadway. To the east, along Oak Park Avenue, six shade trees are proposed between the entries of the six-unit building and the sidewalk. They are centered at least 25 feet apart as per code, except approximately 30 feet from between the 3rd & 4th units (middle of the building). Code minimum requirement is 1 tree per 25 lineal feet, which at 200.11 feet, requires 7 trees. Staff is supportive of this landscape waiver given there is limited space on the parkway only allowing for six and located within the private frontage.

Prototypical foundational plantings are also provided on the east frontage of the six-unit building which, propose at 100%, exceed the code minimum of at least 70% along public right-of-way. To the southeast, two canopy trees (counting toward interior landscaping) and one evergreen are provided though there is no code minimum. On the southwest portion, code minimum is 15 canopy trees, eight understory trees, and 146 shrubs for the 363' south bufferyard. Though the Petitioner is not providing new plantings for the canopy and understory trees, they are preserving the 30 existing trees. Also, at the northwest corner of the site, 40'x40' bioswale is provided with deep rooted native plants at the northwest corner of the development (at the end of the proposed private roadway). Snow removal is provided on the east end of the bioswale.

Further in the interior of the site, landscaping is accordingly distributed with trees and prototypical foundational plantings which meet and exceed code minimum. There is at least one tree per unit, and shrub plantings are additionally provided both at unit front entries and also along the north edge of the buildings next to the private roadway, Shade trees are intentionally placed to avoid overlap with site lighting, bike racks, and other site constraints. Lastly, within the interior parkway there is at least one tree per 50 lineal feet, meeting code.

Other landscape-related elements are proposed. An infiltration trench with topsoil and sod (overlaying a stormwater management easement) and a 6-foot-high vinyl solid privacy fence is proposed between the rear of the two sets of five-unit buildings. Also, a privacy vinyl screen wall is located between the rear patios



Prototypical Foundational Landscaping

of the 5-unit buildings, except for the southernmost end unit on these buildings, which orients the patios at the south end of the unit. The CC&Rs also allow for the option of a landscaping hedge between units subject to the association's Board approval. Lastly, air conditioning units are located behind the units. They are individually placed adjacent to the rear patio for the 5-unit buildings and grouped in two between the driveways of the 6-unit building.

ARCHITECTURE

The architecture for six-building development is illustrated in the proposed exterior elevations and identifies a consistent exterior design for the five-unit buildings as well as an upgraded, complementary exterior design for the six-unit building facing Oak Park Avenue. All the five-unit buildings are proposed as two-stories, while the single six-unit building is proposed as three-stories. These meet Legacy Code requirements (minimum 2 stories, maximum 3 stories).

Several exterior design elements are proposed. The six-unit building's front includes nested gables and ridge lines, a variety of materials and colors, and covered entry overhangs with columns as shown on the exterior elevations. However, the site plan only appears to show the concrete stoops and walkways, and not the these overhangs or columns. On the six-unit frontage, windows have a variety of single and double size, and are positioned in an aligned manner with four dormers on the roof. The front door entries have a subtle variety of planes shown on the exterior elevations and indicated as notches on the site plans. The building's rear with the centered garages has a mirrored look with two large front gables on both ends, and window placement of one large 2nd floor window and two single windows arranged either toward the left or right sides of each unit.

The five-unit buildings have a slightly different aesthetic since they do not face Oak Park Avenue. The fronts include the front door and centered garage, with centered second story windows. The end units have large front gables, and the interior units have window dormers. There is a slight recessed plane change at (and above) the front door. The northern end units of the five-unit buildings also have a six-foot-deep porch along the side. There is also a variation in the roof line.

Personal Outdoor Space

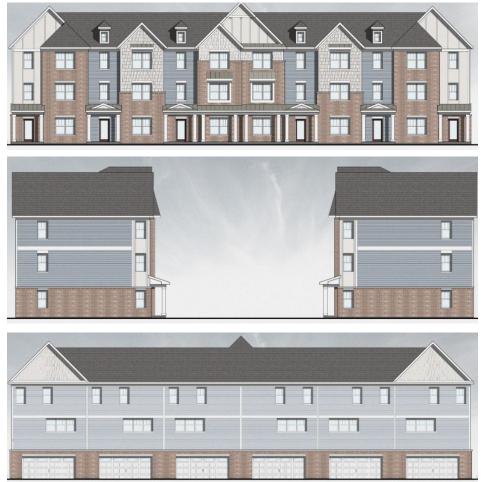
Personal outdoor space is provided for the five-unit buildings. The northernmost end-unit of the fiveunit buildings will have a long six-foot deep porch stretching the depth of the unit. Secondly, all of the five-unit buildings will have rear 10'x12' concrete patios. Due to the difference in layout where the rear of the single six-unit building has a garage, it does not have a patio. The six-unit building has its entry along Oak Park Avenue, but does not have any other hardscaped personal outdoor space. Staff previously discussed the possibility of a balcony at the rear of the six units to allow for some access to an outdoor area from the main living space and to improve the appeal of a flat rear façade design. However, the Petitioner has declined to include balconies based on market feedback. They believe the front yard is sufficient based on the townhome design and location of the development.

The Commission discussed the necessity for balconies along the rear of the six-unit structure. Due to privacy concerns and the limited number of units affected as a whole, the Commission did not pursue requiring balconies. Therefore, the newly submitted plans continue to not show balconies on the rear.

Open Item #3: Discuss the need for a balcony on the rear of the 3-story townhomes fronting Oak Park Ave to improve the appearance of the rear façade and provide outdoor living space.



Exterior Color Elevations of Five-Unit Building (5 total)



Exterior Color Elevations of Six-Unit Building (1 total)

Additions/Alterations/Fences/Decks

The Petitioner does not propose any additions, decks, or other fencing than described above. The CC&Rs provided indicate that additions, alterations, improvements (including fences, privacy walls, and decks), and a landscaping hedge between units would require the association's Board consent. No plans have been provided for potential additions, decks, etc. The Legacy Code's Building Standards that a minimum of 75% of all facades must be comprised of: brick, stone, fiber cement siding, cedar, slate & asphalt (roof only), and copper &/or stainless steel. These standards also have Architectural Guidelines that state a consistent style of architectural composition should be applied throughout a structure. Also, the Legacy Code's private lot standards for Neighborhood General area stipulate that rear yards (where no alley is required) be at least five feet minimum which provides some allowance for future additions. However, uniformity through the development is important and part of the overall development proposal. Since none are proposed, staff has recommended a condition prohibiting these additions at this time. If the HOA or owners want to propose a specific change in the future, it would need to apply to all properties within the development (allow only one type of deck, addition, fence, etc.).

Materials

The Petitioner has provided physical exterior building material samples as well as a digital material board, echoing the appearance of the exterior elevation drawings. The materials meet the Legacy Code requirements of minimum 75% facades and roof excluding glazing, and include but are not limited to brick, fiber cement siding, and asphalt shingles. Accent materials up to 25% are also offered which include standing seam roofs. Hardie fiber cement board, brick, asphalt roofs, standing seam metal roofs (only as an accent on the 6-unit), aluminum brackets/soffits/fascia, and vinyl windows are all proposed. The types of proposed Hardie materials vary and appear complementary. The five-unit buildings have Hardie panel vertical siding and plank lap siding, while the six-unit building has an upgraded appearance additionally including Hardie shingle siding.

The Plan Commission agreed on adding a condition to the architectural and site plan approval to prohibit additions but to allow for potential future additions as long as the designs will apply to all properties within the development.

Open Item #4: Consider staff's recommended condition limiting any additions, exterior alterations, improvements, and decks unless a uniform proposal for such change is proposed.



JAMES HARDIE Fiber Cement BOARD

Arctic White

BRICK - MERIDIAN - WILLOWBROOK



METAL ROOF - PAC-CLAD - PAC-150 -MATTE BLACK

Exterior Materials

SIGNAGE

The Petitioner has stated that no subdivision signs are planned. Any future proposed signage will need to meet Village zoning code requirements.

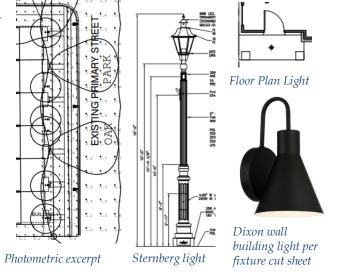
PARKING

The proposed development will meet and exceed the Legacy Code's minimum parking requirements for the Neighborhood General area. The Legacy Code requires a minimum of 1.5 spaces of vehicle parking and one bicycle parking space per dwelling unit. The proposal includes a two-car garage and a two-car driveway per dwelling unit. Bike racks on pads serving a total of 32 bicycles are located at the north end of each alley.

On the proposed private road, signage prohibiting parking is provided on the south side as well as an area along the north side. The Village's Fire Department reviewed the plans, including the Fire Truck Route, and previously noted and confirmed that at least a "No Parking" sign will be required for vehicles on at least one side of each of the three alleys to avoid any conflict with access. Given the alleys are 20-foot wide and the narrow spacing between driveways, the Village may wish to consider signage to prohibit parking on both sides of the alleys to allow for smoother circulation.

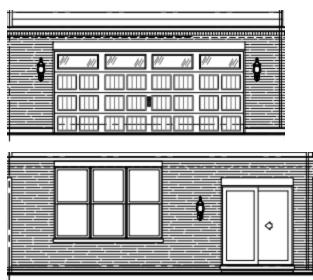
LIGHTING

The proposal includes two types of lighting: Sternberg Decorative Light (19 total tagged as "T3") as site lighting and "access" lighting (93 total, tagged as "A1)) as building sconce lighting. Only one type of access/building light specification cut sheet was provided (a code-compliant Dixon brand wall-mounted fixture LED light with no visible light source). The light placement is depicted on the site photometric plan, with the "access" lighting mounted 10' high, and site lighting as 12' poles with mounted 14' high fixtures. The Sternberg site lights are designed per previous Village-provided specifications and are located consistently in line with the existing light of the same design at the adjacent Union Square development to the south. Per code requirements, they are located with a maximum average spacing of 60 feet on center.



The site geometric plan further confirms the site light locations, three of which are along Oak Park Avenue and aligned with the existing streetlight south of the property fronting the adjacent Union Square property.

The access (building) lights are shown on the photometric plan on every front and rear of all buildings proposed (*six-unit building having six on front, 12 on rear, while five-unit buildings have five on front, 10 on rear, summing 93 total*). However, plans require confirmation of fixture selection and location, as well as coordination.



Rear Light/s on Exterior Elevations,(6-unit top, 5-unit btm.)

The exterior line drawings show building sconces flanking each garage on all buildings whereas the access (building) lights on the photometric appear approximately located and centered too far in per unit. Additionally, some of the six-unit front lights fronting Oak Park Avenue appear irregularly placed. Floor plans appear to show a light centered under a canopy, but the Dixon brand fixture specifies wall mounting. Lights also are not consistently shown on the exterior color elevations and line drawings, and those depicted to have a straight, rectangular sconce shape versus the flared shape per the Dixon fixture cut sheet.

Light spillage is noted in the Legacy Code as maximum 0.5 foot candles at the property line, unless additional illumination is required for security or other use, and provided without negative impacts on adjacent properties, The foot candle light levels largely fall below 0.5 fc, apart from along Oak Park Avenue (max. 2.0 fc), one 10-foot increment of 0.7 fc on the west and central alleys' south ends, and two 10-foot increments of 0.6 fc on the east alley's south end. Due to the pedestrian street sidewalk along Oak Park Avenue, and the safety and clear views provided on the alleys for access, these light levels are all deemed demonstrated satisfactory to the Village.

The petitioner stated at the Plan Commission workshop that the light fixtures on the line drawings are a representation of the light fixtures. The actual light fixtures being installed will be the "Dixon" lighting fixture provided on the cut sheets. The front of the six-unit structure will not have light fixtures as the light will be provided by the undermount fixtures on the canopies over the front doors. The submitted photometric plan dated July 24, 2023, has cleaned up the previous issues and appears to meet all standards. A final engineer approved photometric plan will be a condition of site plan approval.

Open Item #5: Discuss exterior light selection, placement, and coordination among photometric plan, fixture cut sheet, exterior color elevations, line drawings, and floor plans.

PLAT APPROVALS

The Petitioner is proposing a Final Plat of Subdivision as well as Plat of Vacation. The Plat of Vacation is a 100.05' x 10' area on the east edge of the development adjacent to Oak Park Avenue. The proposed "Final Plat of Oak Park Townes Subdivision" will resubdivide the existing three lots into 32 lots, the last of which being common ground for the private road which will not be dedicated. Since the road will be private, the private road's name is not included on the Plat. The plat shows easement information. The alleys have a 20-foot public ingress-egress and public utility easement and a ten-foot public utility and drainage easement on both sides. The south and west property edges of the 5-unit buildings also have a ten-foot public utility and drainage easement. Stormwater management is included as part of the ten-foot easement at the west property edge, as well as on the two infiltration trench areas at the rears of the 5-unit buildings. Lastly, a 50'x53' stormwater management easement is provided over the bioswale location. Staff recommends a condition that the Plat is subject to final approval by the Village Engineer and Village Attorney, including final engineering approval of all plans by the Village Engineer and other jurisdictional approvals.

STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

<u>Architectural</u>

- a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. Cohesive Building Design: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. Compatible Architecture: All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet of more, a change of at least five feet in height must be made for every 75 feet.
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.

j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

<u>Site Design</u>

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has prepared draft responses for the Findings of Fact below for the Plan Commission's consideration, which may be amended however the Commission sees fit to represent the facts of the requests.

- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 The requirements for public utility easement locations and the need for fire department access limit the usable area on the elongated site. The property cannot yield a reasonable return if following the current regulations as the public utility easement would have insufficient space within the side yard and the fire department would only be able to access a structure that fronts Oak Park Avenue.
- 2. The plight of the owner is due to unique circumstances. The district regulations state a five foot (5') maximum side yard and require the building to front Oak Park Avenue. The Village needs a ten foot (10') wide public utility easement along the south of the property. These regulations conflict and are caused by the Village's regulations and not the owners preference. The Fire Department needs a specific width for the alley for emergency vehicle access due to the unique depth of the property from Oak Park Avenue.
- 3. The Variation, if granted, will not alter the essential character of the locality. The proposed attached housing structures will not alter the character of the location as the adjacent land uses to the south are also townhome structures and the adjacent land uses to the north are multi-family dwellings. The architectural style and density are in line with the adopted Legacy Plan.
- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTIONS FOR CONSIDERATION

If the Plan Commission wishes to take action on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan.

Motion 1 (Final Plat of Subdivision and Plat of Vacation):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, Final Plat of Subdivision and Final Plat of Vacation Approval for Oak Park Townes Subdivision located in the Legacy District's Neighborhood General zoning district in accordance with the Final Plats (dated May 5, 2023) submitted and listed herein, subject to the condition that both the Final Plat and Plat of Vacation are subject to final approval by the Village Engineer and Village Attorney."

Motion 2 - Site Plan and Architectural Approval:

"...make a motion to grant the Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, Site Plan and Architectural approval for Oak Park Townes Subdivision to develop a 31-unit townhome development at the property located on vacant land at the west side of Oak Park Avenue, north of 179th Street, currently addressed as 17822-17828 Oak Park Avenue in the Legacy District's Neighborhood General zoning district, in accordance with the submitted plans in the August 3, 2023 staff report and subject to the following conditions:

- 1. Final engineering approval of all plans by the Village Engineer and any other jurisdictional approvals, including but not limited to Will County DOT, MWRD, and IEPA.
- 2. Building additions (including any sunrooms and three season rooms) are not permitted unless a uniform design to the additions, incompliance with all codes is approved by Plan Commission.
- 3. A final photometric plan shall be submitted and approved by Village planning and engineering staff with the final l permit.
- 4. The project shall be completed in one phase and shall start with the 3-story townhome building fronting Oak Park Avenue to be completed first. At no point shall more than 10 other unit occupancies be approved before the 3story townhome building is completed with full occupancy.

Motion 3 - Variation Approval:

"...make a motion to recommend that the Village Board grant the Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, a variation from Section XII.2.D.9 to increase the maximum required interior side yard setback from five feet (5') to ten and one/tenth feet (10.1) and a variation from Section XII.3.E.4.c to increase the maximum width of a two-lane driveway from twenty feet (20') to thirty-one feet (31') consistent with the Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the August 3, 2023 Staff Report.

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Application and Response to Standards	Petitioner	2/7/2023
Narrative	Petitioner	6/8/2023
Plat of Survey	JAS *	2020
Architectural Drawings & Photometric Plan (15 sheets)	GDA	6/2/2023
Civil Drawings (14 sheets)	JAS *	5/5/2023
Fire Truck Route Drawing	JAS *	1/4/2023
Plat of Vacation	JAS *	2023
Final Plat of Oak Park Townes Subdivision (2 sheets)	JAS *	5/5/2023
Landscaping Drawings	MC	7/24/2023
Tree Preservation & Removal Plan	MC	5/19/2023
Exterior Material Boards (6 sheets	GDA	6/6/2023
Building Access Lighting Fixture Specification Cut Sheet – Dixon brand wall sconce	AL	n/a
Stormwater Management Report	JAS	2/2/2023
Engineer's Opinion of Probable Construction Costs (EOPCC)	n/a	5/16/2023
Trustee's Deed	n/a	n/a
Declaration / Covenants Conditions Restrictions (CC&Rs)	Petitioner	7/24/2023
Site Improvement Plans (14 sheets)	Petitioner	7/26/2023
Full Plan Submittal (43 sheets)	Petitioner	7/26/2023

* JAS - Joseph A Schudt & Associates

GDA – Goduco Design Architects

MC – Metz & Company Landscape Architecture / Site Planning

AL – Access Lighting



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS

PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

└──Special Use for:	
Planned Unit Development (PUD) Concept Preliminary Final Deviation	
✓ Variation ✓ Residential ─ Commercial for <u>Side yard setback + Curb cut widt</u>	
Annexation 🖬	
Rezoning (Map Amendment) From to to	
Plat (Subdivision, Consolidation, Public Easement) Preliminary Vinal	
✓Site Plan	
Landscape Change Approval	
✓Other: Vacation of Right of Way	
PROJECT & PROPERTY INFORMATION	
Project Name: Oak Park Townes	

Project Description:	31 unit townhome development		28-31-105-010-0000 & 28-31-105-026-0000 &	
Project Address:	17882-17822 Oak Park Ave	Property Index No. (PIN):	28-31-105-027-0000 & 28-31-105-027-0000	
Zoning District:	NG	Lot Dimensions & Area:	2.631 Acres	

Estimated Project Cost: \$ 8.65M

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner:	Ramsey Elshafei	Company: Oak Park by EEP, LLC
Street Address:		City, State & Zip: Lisle, IL 60532
E-Mail Address:		Phone Number:

APPLICANT INFORMATION

Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant:	Company:
Relation To Project:	
Street Address:	City, State & Zip:
E-Mail Address:	Phone Number:



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS

PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

I hereby authorize _ Thomas Golab

(print clearly) to act on my behalf and advise that they have full authority

to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to

Property Owner Signature:

Property Owner Name (Print): Ramsey Elshafei

be bound by all terms and agreeme

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before • scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior • to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and corre

Property Owner Signature:		
Property Owner Name (Print):	Ramsey Elshafei	
Applicant Signature: (If other than Owner)		
Applicant's Name (Print):		
Date:	2/7/2023	



Village of Tinley Park Community Development Dept. 16250 S. Oak Park Ave. Tinley Park, IL 60477 708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS VARIATION ADDENDUM

APPLICATION & SUBMITTAL REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package. If materials are submitted separately or are incomplete they will not be accepted and may delay the review and hearing dates until a complete application package is received. The following information is being provided in order to assist applicants with the process of requesting a **Variation** from the terms of the Zoning Ordinance. This information is a summary of the application submittal requirements and may be modified based upon the particular nature and scope of the specific request.

Depending upon meeting schedules, legal notification requirements, and the specific type and scope of the request, this process generally takes between 45 to 60 days from the date of submission of a complete application package. Please schedule a pre-application meeting with Planning Department staff to review the feasibility of the proposal, discuss applicable Ordinance requirements, discuss submittal requirements and receive preliminary feedback on any concept ideas or plans prior to making a submittal.

 \Box General Application form is complete and is signed by the property owner(s) and applicant (if applicable).

 \Box Ownership documentation is submitted indicating proper ownership through a title report or title policy. If a corporation or partnership, documentation of the authorized agent must be supplied as well. All beneficiaries of a property must be disclosed.

□ A written project narrative detailing the specific variation(s) from code requirements that are being requested, the reasoning for requiring the variation, the general nature and specific aspects of the proposal being requested. Any additional requests such as a Special Use or Site Plan approval should be indicated in the narrative as well.

 \Box A Plat of Survey of the property that is prepared by a register land surveyor and has all up-todate structures and property improvements indicated. All proposed improvements shall be indicated on the survey and be appropriately scaled with all setbacks and dimensions clearly indicated.

 \Box Any applicable site plan, engineering/grading plans, exterior elevations or interior layout plans that indicate the full scope of the project and the Standards for a Variation.

 \Box Responses to all Standards for a Variation on the following page (can be submitted separately along with the narrative, but all standards must be covered).

Residential Variation Hearing Fee - \$250 + \$75 per additional Variation Commercial Variation Hearing Fee - \$500 + \$75 per additional Variation

STANDARDS AND CRITERIA FOR A VARIATION

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following statements and questions related to the Standards with factual evidence and information to support the requested Variation. If additional space is required, you may provide the responses on a separate document or page.

A. Describe the difficulty that you have in conforming with the current regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?

In order to be in compliance with the necessary access road width for the village and fire department this is why the width of the road is needed and why we are looking for the variance on the cub cut width. In terms of the side yard setback, the max side yard distance would affect the property by not allowing enough area for the necessary storm water detention along with allowing enough space between property lines.

B. Describe any difficulties or hardships that current zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

Current zoning will now allow for town homes nor the density that would be required in order to get scale of construction to accommodate the market demand unit size and community living in addition the current zoning would make the current lot sizes much larger than what market demands for single family housing would be, we feel the town home development would be a better suited project based on market demands.

C. Describe how the above difficulty or hardship was created.

The depth of the lots is defined as what it is due to the location of the Village public roads and due to its proximity to the storm water detention west of the land.

D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.

To my knowledge most the other properties surrounding our land have gone through the necessary zoning variance in order to build what has been built in these areas.

E. Explain how this Variance would not be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

The intent of these Variances is to provide a community living feel, housing based on desired size and price point for residents in the area in order to keep the size of the units at a reasonable size.

F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located.

By widening the access road it will allow a wider area for residents to turn on and off Oak Park Ave versus a narrow 21' drive aisle and the interior yard setback being slightly wider will allow for further separation from other land owners.

G. Explain how granting this Variance will not alter the essential charter of the neighborhood or locality.

Our development is of similar design and concept to other developments in the area.

H. Describe how the requested Variance will not:

1. Impair an adequate supply of light and air to adjacent properties.

Due to the design of the town homes being aligned north to south versus east to west along with antiquity spacing away from property lines, we feel this will have no impact on other residents.

2. Substantially increase the congestion of the public streets.

Due to its distance away from Oak Park Ave and 179th intersection there should not be additional congestion specifically because of the Right in Right out design and the intersection being a stop sign.

3. Increase the danger of fire.

Variances requested does not affect this, in addition we are adding hydrants on the property.

4. Impair natural drainage or create drainage problems on adjacent property.

Storm water mgmt has been taken into consideration as part of the design and has been resolved to ensure this would not be an issue and will be tied into the Village storm water system.

5. Endanger the public safety.

The variances requested should not have an impact on public safety.

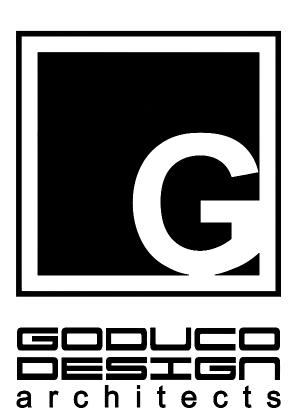
6. Substantially diminish or impair property values within the neighborhood.

The variances requested should not have negative impacts on surrounding residents values.



OAK PARK TOWNES - 3 STORY - 6 UNIT

TINLEY PARK, ILLINOIS



1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PRO	JECT NUMBER
	22-888
	ISSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23



050223-FELV-V5

Copyright 2022, GODUCO DESIGN



OAK PARK TOWNES - 3 STORY - 6 UNIT

TINLEY PARK, ILLINOIS



1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PROJ	IECT NUMBER
	22-888
	ISSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23
	•
	•

architects

050223-SELV-V5

Copyright 2022, GODUCO DESIGN

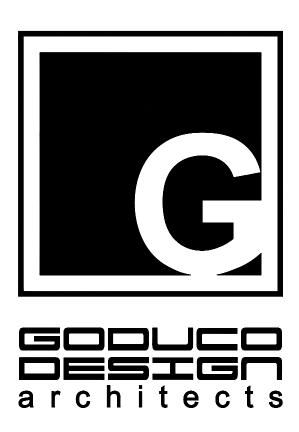




OAK PARK TOWNES - 3 STORY - 6 UNIT

TINLEY PARK, ILLINOIS





1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PROJ	IECT NUMBER
	22-888
	ISSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23
	•



050223-RELV-V6

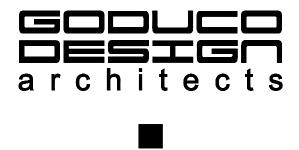
Copyright 2022, GODUCO DESIGN



OAK PARK TOWNES - 2 STORY - 5 UNIT

TINLEY PARK, ILLINOIS





1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

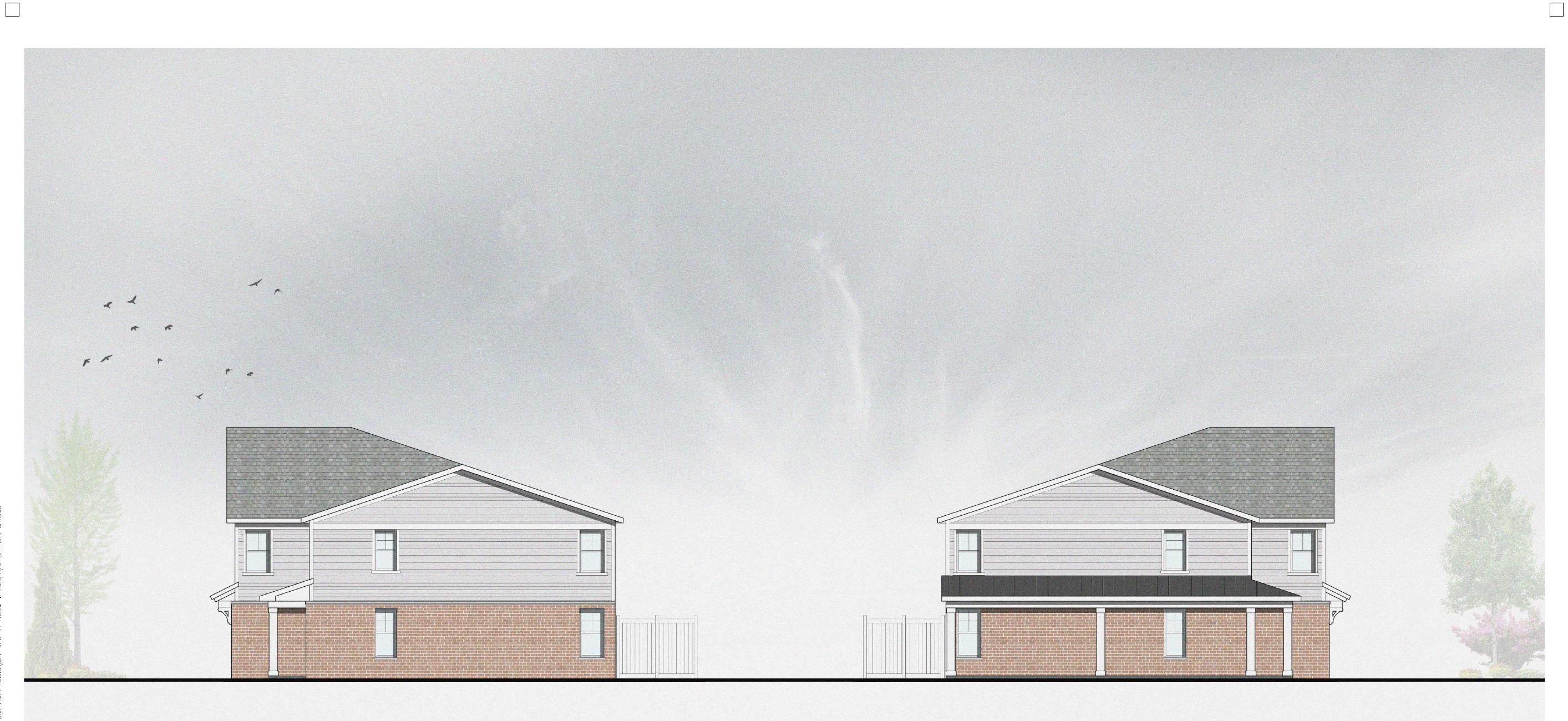
LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PRO	JECT NUMBER
	22-888
	ISSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23
	•
	•

architects

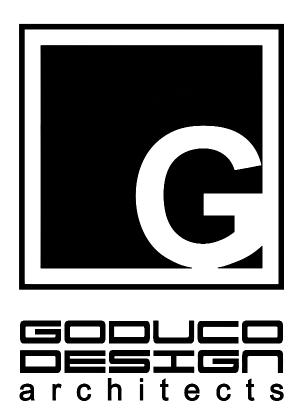
050223-FELV-V3

Copyright 2022, GODUCO DESIGN



OAK PARK TOWNES - 2 STORY - 5 UNIT

TINLEY PARK, ILLINOIS



1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PRO	JECT NUMBER
	22-888
	ISSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23



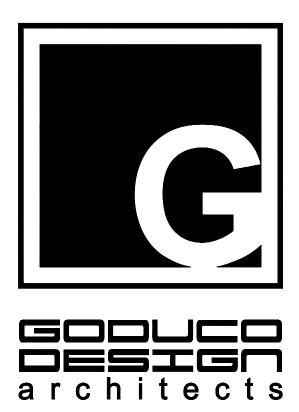
050223-SELV-V3

Copyright 2022, GODUCO DESIGN



OAK PARK TOWNES - 2 STORY - 5 UNIT

TINLEY PARK, ILLINOIS



1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

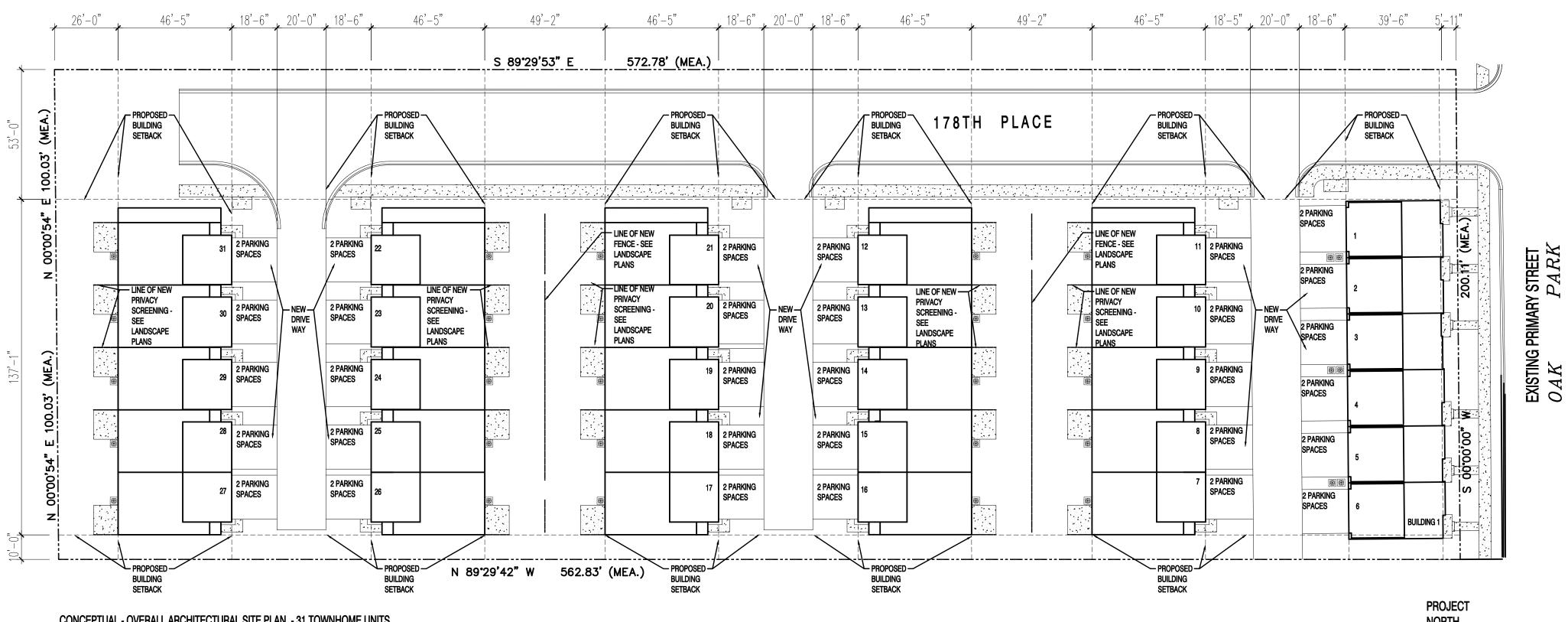
LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PRO	JECT NUMBER
	22-888
	ISSUE DATES
INITIAL DATE:	
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23

architects

050223-RELV-V3

Copyright 2022, GODUCO DESIGN





OAK PARK TOWNES - MATERIAL CO	VERAGE - RATIOS		
2 CTORY CONTROL REAN. C. UNIT	_	ļ	
3 STORY CONTROL PLAN - 6 UNIT		COULADE FEFT	DATIO
FRONT ELEVATION	A 44CONIDV	SQUARE FEET	RATIO
	MASONRY	1490	
	WOOD SIDING	2069	
	GLAZING - NOT INCL	0	
		3559	100
REAR ELEVATION			
	MASONRY	555	17
	WOOD SIDING	2653	
	GLAZING - NOT INCL	0	
		3208	100
LEFT AND RIGHT ELEVATION			
	MASONRY	347	
	WOOD SIDING	681	66
	GLAZING - NOT INCL	0	
		1028	100
2 STORY CONTROL PLAN - 5 UNIT			
FRONT ELEVATION		SQUARE FEET	RATIO
	MASONRY	460	-
	WOOD SIDING	1313	
	GLAZING - NOT INCL	0	
		1773	100
REAR ELEVATION		ļ	ļ
	MASONRY	775	
	WOOD SIDING	781	
	GLAZING - NOT INCL	0	
		1556	100
LEFT ELEVATION		ļ	
	MASONRY	415	
	WOOD SIDING	528	56
	GLAZING - NOT INCL	0	
		943	1009
RIGHT ELEVATION			
	MASONRY	451	459
	WOOD SIDING	560	559
	GLAZING - NOT INCL	0	
		1011	1009
			V1-81202

SITE PLAN NOTES - OAKPARK TOWNES

INFORMATION SET FORTH HAS BEEN OBTAINED FROM JOSEPH A. SCHUDT & ASSOCIATES, WITH LATEST Revision date of 02.07.2020.

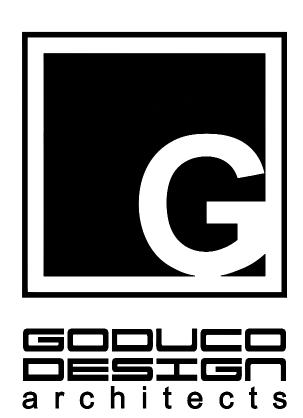
- 2. THE GENERAL CONTRACTOR SHALL HIRE AND PAY FOR THE SERVICES OF A LICENSED CIVIL ENGINEER AND SURVEYOR TO CONDUCT AND PREPARE A TOPOGRAPHIC SURVEY AND PROVIDE ALL REQUIRED CIVIL ENGINEERING DRAWINGS FOR THIS SITE AND SHALL BE BASED ON THE ARCHITECTURAL SITE PLAN. FURTHERMORE, THE CIVIL ENGINEER SHALL CONFIRM ALL REQUIRED BUILDING AND PARKING LOT SETBACKS, LOCATION OF ALL UTILITIES, SITE GRADING, SITE DRAINAGE, ETC. THE CIVIL ENGINEER SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF ANY CONFLICT EXIST OR SHALL BE THE RESPONSIBLE FOR THE SAME.
- ACCESSIBLE ROUTE
 ANY ACCESSIBLE ROUTE BECOMES A RAMP IF SLOPE IS GRATER THAN 5% (1:20). A RAMP IS REQUIRED
 HANDRAILS ARE NOT REQUIRED ON WALKS WITH SLOPED BETWEEN 0% AND 5%, GREATER THAN 5% IS REQUIRED
- ANY ACCESSIBLE ROUTE THAT ARE GREATER THAN 8.33% CANNOT BE AN ACCESSIBLE ROUTE.

ZONING ANALYSIS CHART- OAK PARK TOWNES

	SITE DATA	COMMENTS					
1.	ZONING DISTRICT	DOWNTOWN LEGACY DISTRICT - NEIGHBORHOOD GENERAL (NG) PERMITTED USE R - 6					
2.	SITE AREA	EA 114,612 S.F. (2.631 ACRES) - PER JOSEPH A. SCHUDT & ASSOCIATES, WITH THE LATEST REVISION DATE OF 01.15.20.					
3.	BUILDING AREAS	BUILDING 1 - B1 - 6 UNIT BUILDING - 3 BEDROOM 3 STORY 16,519 S.F.					
		BUILDING 2 - B2 - 5 UNIT BUILDING 2 STORY 11,813 S.F. BUILDING CONFIGURATION (6) - 3 BEDROOM					
	DOWNTOWN LEGACY DISTRICT - NEIGHBORHOOD GENERAL (NG) REQUIRED SETBACKS SHALL BE UNDER PRIVATE LOT	BUILDING 3 - B3 - 5 UNIT BUILDING 2 STORY 11,813 S.F. BUILDING CONFIGURATION (6) - 3 BEDROOM					
		BUILDING 4 - B4 - 5 UNIT BUILDING 2 STORY 11,813 S.F. BUILDING CONFIGURATION (6) - 3 BEDROOM					
		BUILDING 5 - B5 - 5 UNIT BUILDING 2 STORY 11,813 S.F. BUILDING CONFIGURATION (6) - 3 BEDROOM					
		TOTAL 63,771 S.F.					
4.	BUILDING SETBACKS	FRONT YARD - ALONG NEW SECONDARY STREET - 5' TO 15' REQUIRED - 20.0' PROVIDED - SEE CIVIL DRAWINGS					
	GENERAL (NG)	SIDE YARD - ALONG OAK PARK AVE - 5' MINIMUM - 28.5' PROVIDED - SEE CIVIL DRAWINGS					
	REQUIRED SETBACKS SHALL BE UNDER PRIVATE LOT STANDARD (NG)	REAR YARD - ALONG PROPERTY LINES - 5' MINIMUM - 21.05' PROVIDED - SEE CIVIL DRAWINGS					
		ALLOWABLE ENCROACHMENT - FRONT STOOP AND/OR STAIRS IN (NG) IS 5% OF SETBACK OR 5'					
5.	F.A.R FLOOR TO AREA RATIO	63,771 /114,612 S.F. = 0.55					
6.	LOT COVERAGE	29,899 S.F. /114,612 S.F. = 26%					
7.	HEIGHT OF ALL BUILDINGS AND STRUCTURES	MINIMUM BUILDING HEIGHT 2 STORIES; PROVIDED 42'-10" TO HIGHEST RIDGE AT THE THREE STORY STRUCTURE					
8.	GREEN SPACE PERCENTAGE	NONE REQUIRED HOWEVER THE LANDSCAPE ORDINANCE SHALL BE MET WHERE EVER PRACTICAL					
9.	PARKING SPACES REQUIRED	MINIMUM PARKING SIZE SHALL BE 9'-0" WIDE X 18'-6" LONG					
		MINIMUM REQUIRED OFF - STREET PARKING SPACES REQUIRED IS 1.5 SPACES PER DWELLING UNIT. PROVIDED; 4 SPACES / UNIT FOR A TOTAL OF 124 SPACES PROVIDED.					
		PARKING SETBACKS					
		FRONT YARD - SECONDARY STREET REQUIRED MINIMUM - 10'-0" PROVIDED - 20'-0"					
		1 BIKE PARKING REQUIRED = 1/DWELLING UNIT PROVIDED = 1/DWELLING UNIT OR 31 BIKE PARKING					
		TRASH ENCLOSURE NOT REQUIRED					



ARCHITECTUR/	AL
R	RENDERING - 3 STORY - 6 UNIT - FRONT ELEVATION
R.2	RENDERING - 3 STORY - 6 UNIT - SIDE ELEVATIONS
R.3	RENDERING - 3 STORY - 6 UNIT - REAR ELEVATION
R.4	RENDERING - 2 STORY - 5 UNIT - FRONT ELEVATION
R.5	RENDERING - 2 STORY - 5 UNIT - SIDE ELEVATIONS
R.6	RENDERING - 2 STORY - 5 UNIT - REAR ELEVATION
A1.0	CONCEPTUAL - OVERALL ARCHITECTURAL SITE PLAN
A1.1	CONCEPTUAL - 3 STORY - 6 UNIT - FLOOR PLAN - FIRST & SECOND
A1.2 A1.3	CONCEPTUAL - 3 STORY - 6 UNIT - FLOOR PLAN - THIRD FLOOR
A1.4	CONCEPTUAL - 2 STORY - 5 UNIT - FLOOR PLAN - FIRST & SECOND
A1.5	CONCEPTUAL - 3 STORY - 6 UNIT - ELEVATIONS
A1.6	CONCEPTUAL - 2 STORY - 5 UNIT - ELEVATIONS CONCEPTUAL - SITE PLAN - PHOTOMETRIC LIGHTING PLAN
	TYPICAL WALL SECTION
	TYPICAL WALL SECTION
CIVIL ENGINEE	
•••••	
1	COVER SHEET
2	EXISTING TOPOGRAPHY PLAT OF SUBDIVISION
3 4	SITE GEOMETRIC PLAN
4 5	GRADING PLAN
6	UTILITY PLAN
7	STORM WATER POLLUTION PREVENTION PLAN
8	SOIL EROSION PLAN
9	CONSTRUCTION SPECIFICATIONS
10	MWRD NOTES
11	CONSTRUCTION DETAILS
12	CONSTRUCTION DETAILS
13	CONSTRUCTION DETAILS
14	CONSTRUCTION DETAILS
15	FIRE TRUCK ROUTE
16	PLAT OF VACATION
17	FINAL PLAT OF SUBDIVISION - OAK PARK TOWNES SUBDIVISION
18	FINAL PLAT OF SUBDIVISION - OAK PARK TOWNES SUBDIVISION
LANDSCAPE	
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE PLAN
L-3	LANDSCAPE SPECIFICATIONS
L-4	TREE PRESERVATION & REMOVAL PLAN



1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

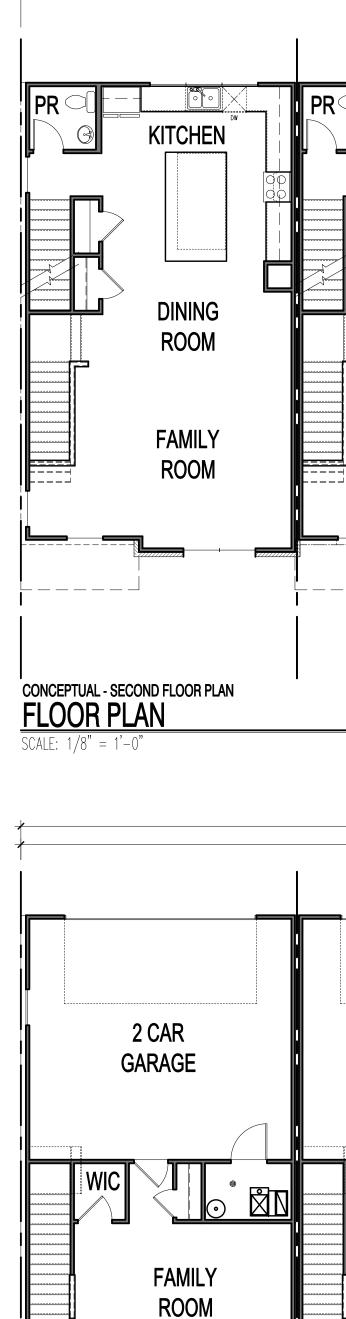
CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PROJI	ECT NUMBER
	22-888
	SSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23
	•
	•

REGISTRATION SEAL

Copyright 2022, GODUCO DESIGN



-@-

CONCEPTUAL - FIRST FLOOR PLAN

FLOOR PLAN

SCALE: 1/8" = 1'-0"

SECTION 208 - FIRE WALLS & PARTITIONS

ALL BUILDINGS SHALL BE FULLY SPRINKLERED PER THE FOLLOWING REQUIREMENTS;

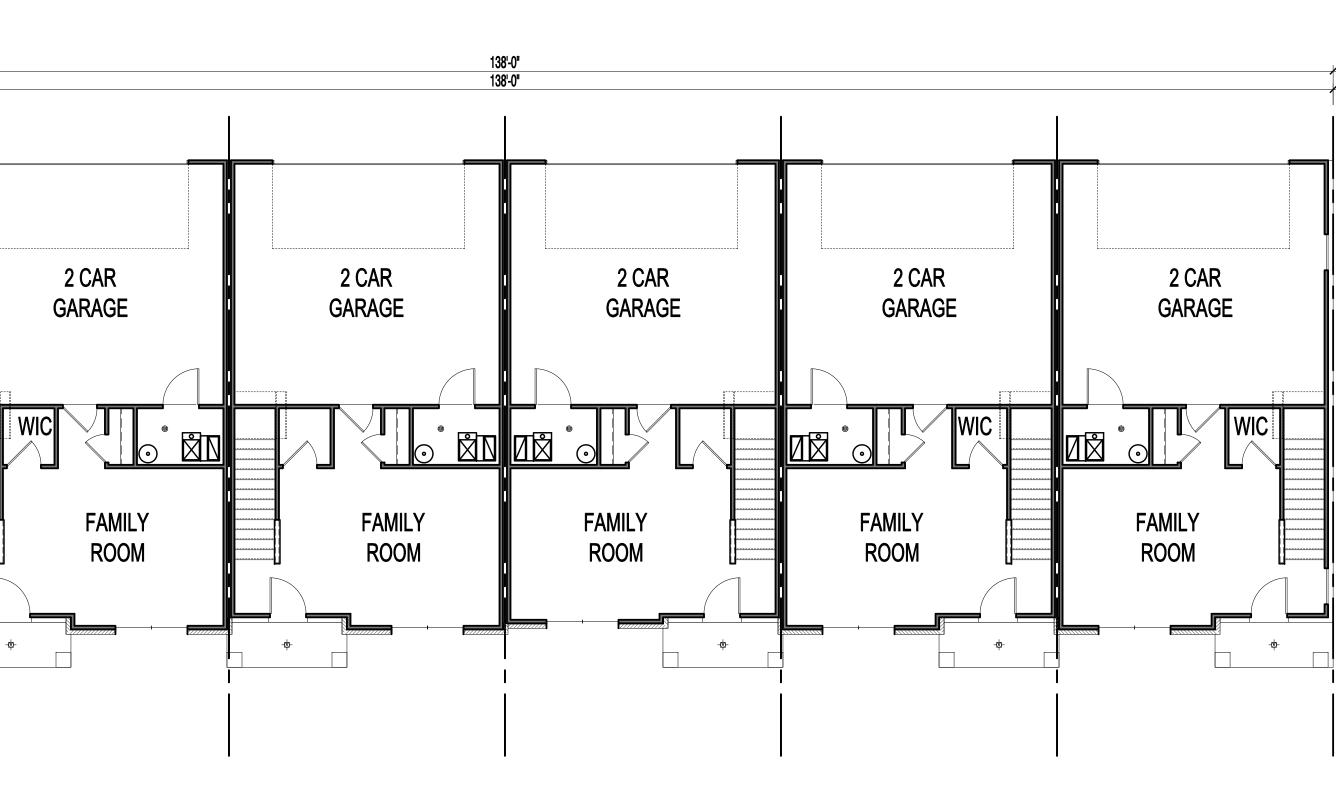
The automatic sprinkler system shall be designed and installed in accordance with Section 903.3.1.1 of the 20 12 ICC International Building Code and Section 9.7. of the 2003 edition of NFPA 101. Sections 8.1 5. 1.2, 8. 15.8.1.1 & 8.1 5.8.2 of the 20 13 edition of NFPA 13 shall not apply.

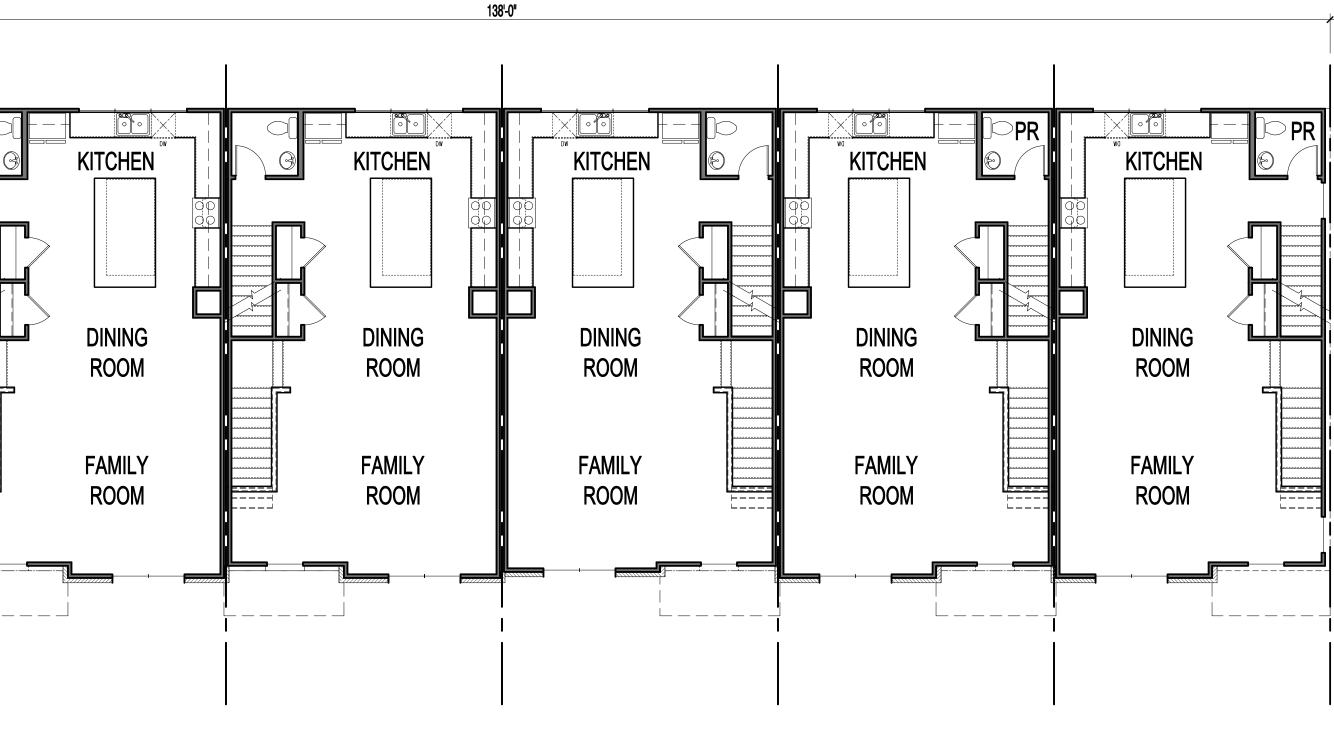
FIRE WALLS & PARTITIONS : PROVIDE A MINIMUM TWO (2) HOUR FIRE RATED MASONRY WALL ASSEMBLY BETWEEN DWELLING/SLEEPING UNITS, AND ADJACENT PUBLIC OR SERVICE AREAS OF R-2 OCCUPANCIES (SECTION 310, 20 12 ICC INTERNATIONAL BUILDING CODE). NO OPENINGS ARE PERMITTED BETWEEN DWELLING/SLEEPING UNITS. EACH WALL ASSEMBLY SHALL HAVE AN UNDERWRITER LABORATORIES, INC. (UL) DESIGN NUMBER LISTED IN THE MOST RECENT UL FIRE RESISTANCE DIRECTORY AND MEET THE CONTINUITY REQUIREMENTS OF SECTION 208-F OF THIS CODE. A DETAIL OF EACH FIRE RATED WALL ASSEMBLY SHALL BE PROVIDED ON THE PERMIT DRAWINGS; THE UL DESIGN NUMBER MUST BE INDICATED ON THE DETAIL. THE AUTOMATIC SPRINKLER SYSTEM MUST BE DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1 OR 903.3.1.2 OF THE 20 12 ICC INTERNATIONAL BUILDING CODE OR AS AMENDED BY CHAPTER VII OF THIS CODE. A GROUP R- 2 USE HAVING A MAXIMUM OF 12 LIVING UNITS AND THREE STORIES OR LESS SHALL ONLY REQUIRE A ONE-HOUR FIRE SEPARATION WHEN AN AUTOMATIC SPRINKLER SYSTEM COMPLYING WITH SECTION 903.3.

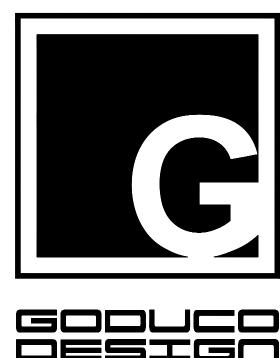
1.1 OF THE 20 12 INTERNATIONAL BUILDING CODE AND AS AMENDED IN CHAPTER VII IS PROVIDED. THE PROJECTS FIRE WALLS & PARTITION SHALL COMPLY WITH OPTION 2 - SEE DETAILS FOR FURTHER

INFORMATION

Provide a minimum two (2) hour fire rated triple drywall assembly. Provide a minimum two (2) hour fire rated wall assembly without openings for the center portion of the triple drywall assembly. The center portion of the triple drywall assembly shall have a UL Design Number listed in the most recent UL Fire Resistance Directory. A detail of each triple drywall assembly shall be provided on the permit drawings; the UL Design Number of the center portion of the assembly must be indicated on the detail . The outer portions of the triple drywal I assembly shall have metal stud framing spaced a maximum of 24 inches apart and gypsum board having a minimum thickness of 1 /2-inch .









1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PRO	JECT NUMBER
	22-888
	ISSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23
	•
DECICI	DATION SEAL



SECTION 208 - FIRE WALLS & PARTITIONS

ALL BUILDINGS SHALL BE FULLY SPRINKLERED PER THE FOLLOWING REQUIREMENTS;

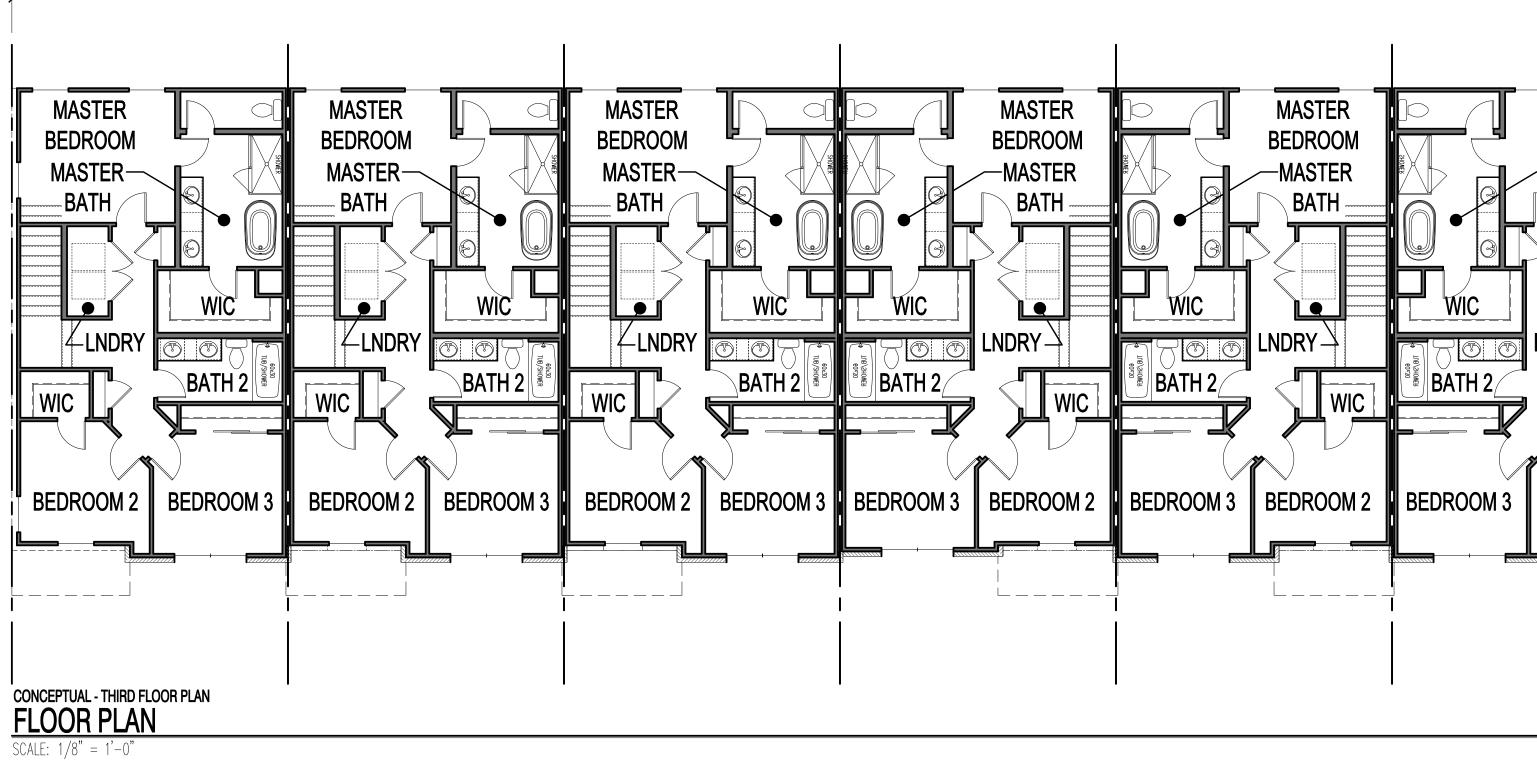
The automatic sprinkler system shall be designed and installed in accordance with Section 903 .3 .1.1 of the 20 12 ICC International Building Code and Section 9.7. of the 2003 edition of NFPA 101 . Sections 8.1 5. 1.2, 8. 15.8 .1.1 & 8.1 5.8.2 of the 20 13 edition of NFPA 13 shall not apply.

2. FIRE WALLS & PARTITIONS : PROVIDE A MINIMUM TWO (2) HOUR FIRE RATED MASONRY WALL ASSEMBLY BETWEEN DWELLING/SLEEPING UNITS, AND ADJACENT PUBLIC OR SERVICE AREAS OF R-2 OCCUPANCIES (SECTION 310, 20 12 ICC INTERNATIONAL BUILDING CODE). NO OPENINGS ARE PERMITTED BETWEEN DWELLING/SLEEPING UNITS. EACH WALL ASSEMBLY SHALL HAVE AN UNDERWRITER LABORATORIES, INC. (UL) DESIGN NUMBER LISTED IN THE MOST RECENT UL FIRE RESISTANCE DIRECTORY AND MEET THE CONTINUITY REQUIREMENTS OF SECTION 208-F OF THIS CODE. A DETAIL OF EACH FIRE RATED WALL ASSEMBLY SHALL BE PROVIDED ON THE PERMIT DRAWINGS; THE UL DESIGN NUMBER MUST BE INDICATED ON THE DETAIL. THE AUTOMATIC SPRINKLER SYSTEM MUST BE DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1 OR 903.3.1.2 OF THE 20 12 ICC INTERNATIONAL BUILDING CODE OR AS AMENDED BY CHAPTER VII OF THIS CODE. A GROUP R- 2 USE HAVING A MAXIMUM OF 12 LIVING UNITS AND THREE STORIES OR LESS SHALL ONLY REQUIRE A ONE-HOUR FIRE SEPARATION WHEN AN AUTOMATIC SPRINKLER SYSTEM COMPLYING WITH SECTION 903.3.

1.1 OF THE 20 12 INTERNATIONAL BUILDING CODE AND AS AMENDED IN CHAPTER VII IS PROVIDED. THE PROJECTS FIRE WALLS & PARTITION SHALL COMPLY WITH OPTION 2 - SEE DETAILS FOR FURTHER

Provide a minimum two (2) hour fire rated triple drywall assembly. Provide a minimum two (2) hour fire rated wall assembly without openings for the center portion of the triple drywall assembly. The center portion of the triple drywall assembly shall have a UL Design Number listed in the most recent UL Fire Resistance Directory. A detail of each triple drywall assembly shall be provided on the permit drawings; the UL Design Number of the center portion of the assembly must be indicated on the detail . The outer portions of the triple drywal I assembly shall have metal stud framing spaced a maximum of 24 inches apart and gypsum board having a minimum thickness of 1 /2-inch .

INFORMATION



138'-0"





1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

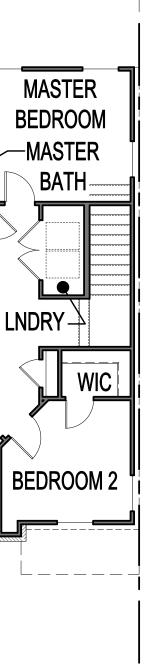
OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PROJE	ECT NUMBER
	22-888
I	SSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23
,	
	•
DECIST	ATION SEAL

Copyright 2022, GODUCO DESIGN SHEET NUMBE





SECTION 208 - FIRE WALLS & PARTITIONS

1. ALL BUILDINGS SHALL BE FULLY SPRINKLERED PER THE FOLLOWING REQUIREMENTS;

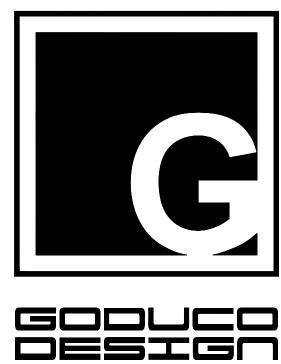
The automatic sprinkler system shall be designed and installed in accordance with Section 903 .3 .1.1 of the 20 12 ICC International Building Code and Section 9.7. of the 2003 edition of NFPA 101 . Sections 8.1 5. 1.2, 8. 15.8 .1.1 & 8.1 5.8.2 of the 20 13 edition of NFPA 13 shall not apply.

2. FIRE WALLS & PARTITIONS : PROVIDE A MINIMUM TWO (2) HOUR FIRE RATED MASONRY WALL ASSEMBLY BETWEEN DWELLING/SLEEPING UNITS, AND ADJACENT PUBLIC OR SERVICE AREAS OF R-2 OCCUPANCIES (SECTION 310, 20 12 ICC INTERNATIONAL BUILDING CODE). NO OPENINGS ARE PERMITTED BETWEEN DWELLING/SLEEPING UNITS. EACH WALL ASSEMBLY SHALL HAVE AN UNDERWRITER LABORATORIES, INC. (UL) DESIGN NUMBER LISTED IN THE MOST RECENT UL FIRE RESISTANCE DIRECTORY AND MEET THE CONTINUITY REQUIREMENTS OF SECTION 208-F OF THIS CODE. A DETAIL OF EACH FIRE RATED WALL ASSEMBLY SHALL BE PROVIDED ON THE PERMIT DRAWINGS; THE UL DESIGN NUMBER MUST BE INDICATED ON THE DETAIL. THE AUTOMATIC SPRINKLER SYSTEM MUST BE DESIGNED AND INSTALLED IN ACCORDANCE WITH SECTION 903 .3 .1.1 OR 903 .3 .1.2 OF THE 20 12 ICC INTERNATIONAL BUILDING CODE OR AS AMENDED BY CHAPTER VII OF THIS CODE. A GROUP R- 2 USE HAVING A MAXIMUM OF 12 LIVING UNITS AND THREE STORIES OR LESS SHALL ONLY REQUIRE A ONE-HOUR FIRE SEPARATION WHEN AN AUTOMATIC SPRINKLER SYSTEM COMPLYING WITH SECTION 903 .3.

1.1 OF THE 20 12 INTERNATIONAL BUILDING CODE AND AS AMENDED IN CHAPTER VII IS PROVIDED. THE PROJECTS FIRE WALLS & PARTITION SHALL COMPLY WITH OPTION 2 - SEE DETAILS FOR FURTHER

Provide a minimum two (2) hour fire rated triple drywall assembly. Provide a minimum two (2) hour fire rated wall assembly without openings for the center portion of the triple drywall assembly. The center portion of the triple drywall assembly have a UL Design Number listed in the most recent UL Fire Resistance Directory. A detail of each triple drywall assembly shall be provided on the permit drawings; the UL Design Number of the center portion of the assembly must be indicated on the detail . The outer portions of the triple drywal I assembly shall have metal stud framing spaced a maximum of 24 inches apart and gypsum board having a minimum thickness of 1 /2-inch.

INFORMATION





1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

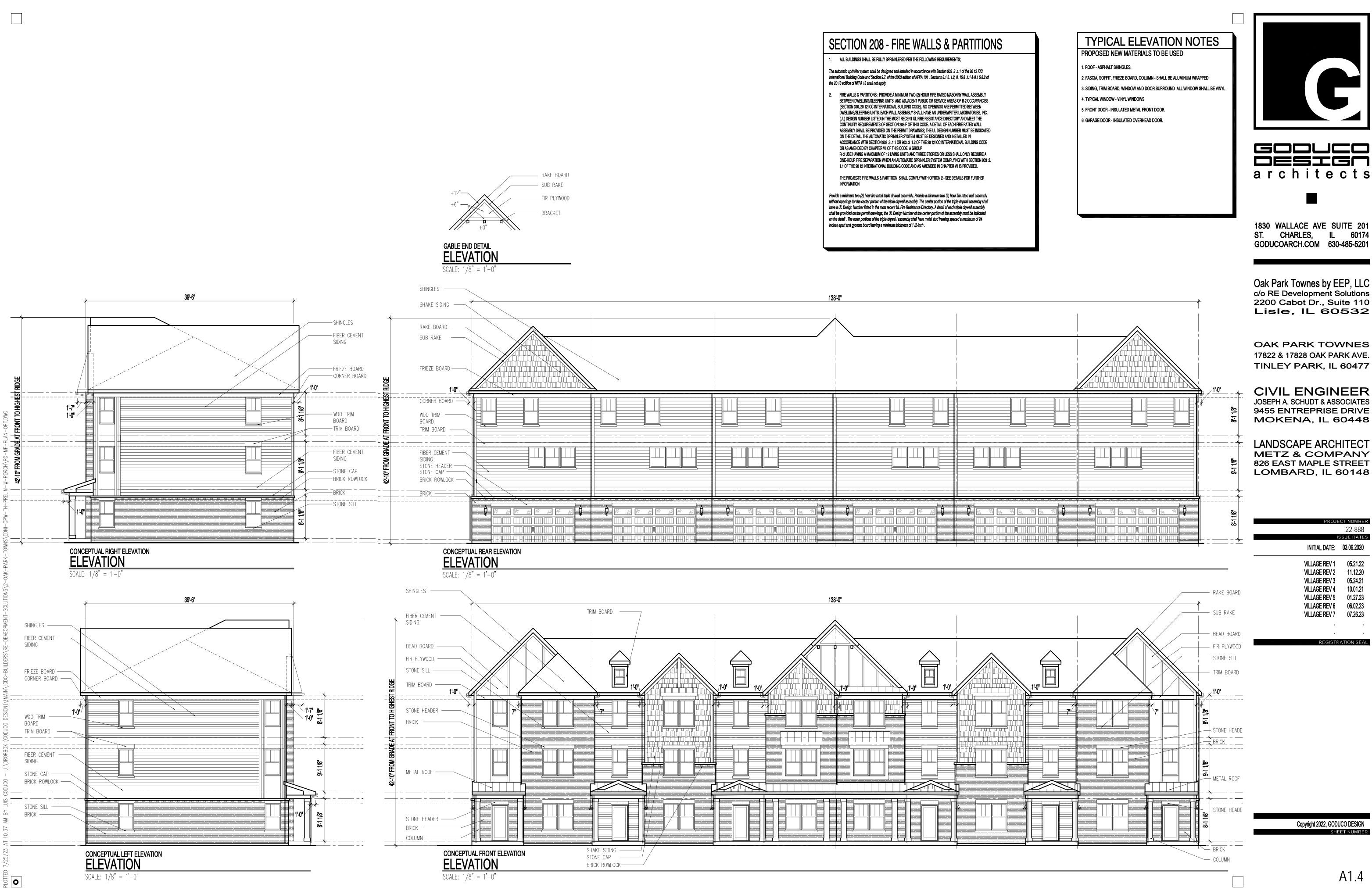
OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

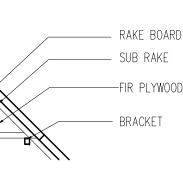
CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

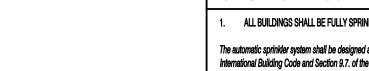
LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

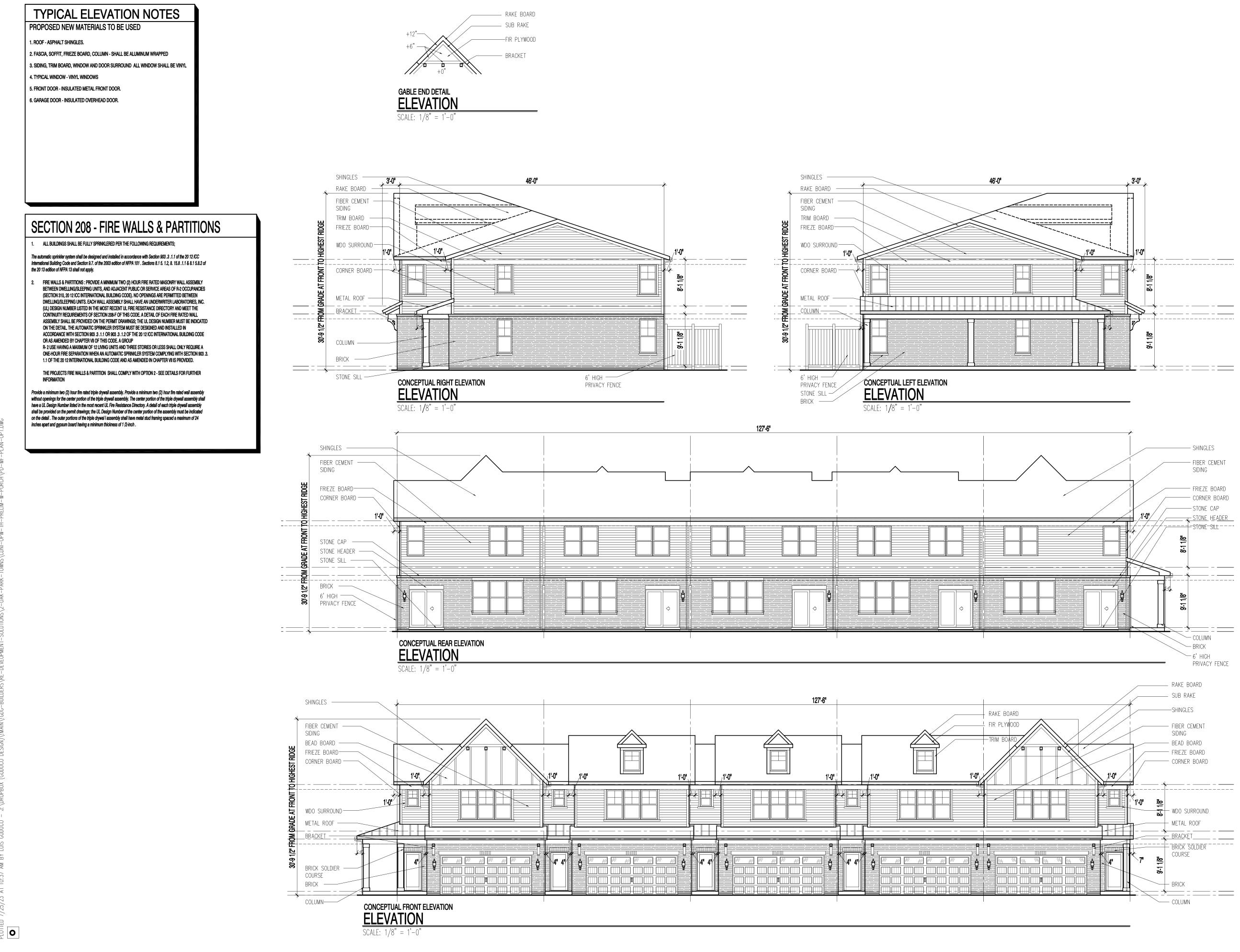
PROJE	ECT NUMBER
	22-888
	SSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23
	•
DECIST	ATION SEAL

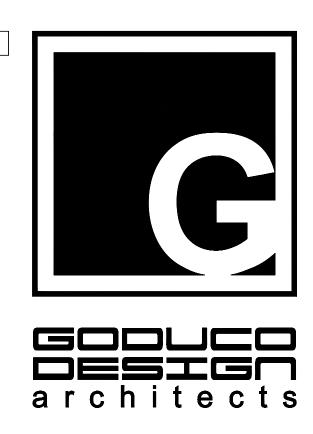
Copyright 2022, GODUCO DESIGN













1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PROJI	ECT NUMBER
	22-888
	SSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23
	•
	•
DECIST	ATION SEAL

Copyright 2022, GODUCO DESIGN

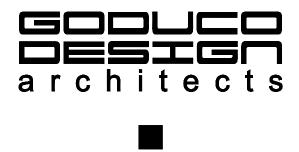
Luminaire S	Schedule								
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire	Luminaire	Total
							Lumens	Watts	Watts
\oplus	87	Access Lighting - 20137LEDDMG-BL	Single	20137LEDDMG-BL, 5.5' MH	Al	0.950	465	9.17	797.79
				(Wallpack: 2 On Garage, 1 On					
				Padio)					
\bigcirc	31	JUNO - JPDZ4_DC_10LM_30K_90CRI_	Single	JUNO - JPDZ4 DC 10LM 30K 90CRI	J1	0.950	1071	13.6	421.6
		HZWH		HZWH, 9' MH (Entrance Way Light)					
	19	STERNBERG - 6130CLED-16L27T3-	Single	6130CLED-16L27T3-MDL016-SV1,	Т3	0.950	5740	67.2	1276.8
		MDL016-SV1		12' Pole, 14' MH (Roadway Light)					

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
East Sidewalk CalcPts	Illuminance	Fc	1.55	2.0	0.5	3.10	4.00
Existing Primary Street CalcPts	Illuminance	Fc	1.09	3.0	0.1	10.90	30.00
Property Line CalcPts 10' OC	Illuminance	Fc	0.16	0.7	0.0	N.A.	N.A.
Roadway & Property CalcPts 6' OC	Illuminance	Fc	1.38	13.4	0.0	N.A.	N.A.

	<u>b.1 b.1 b.1 b.2 b.2 b.2 b.3 b.4 b.4 b.4 b.3 b.3 b.2</u>	1 8.2 8.2 8.3 8.3 8.3 8.3 10.3 8.3 8.3 8.3 8.3 8.3 8.3 8.3 8.3 8.3 8	 3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.	1 0.4 0.4 0.4 0.5 0.5 0.5 0.5 0.5 0.4 0.4 0.3 0.3 0.3 0.3 0.3 0.3 0.3 0.3	 <u>3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.3 \$.</u>	1 <u>- 1, 3, 1, 3, 1, 3, 1, 3, 1, 4, 1, 4, 1, 5, 1, 5, 1, 4, 1, 4, 1, 1, 3, 1, 3, 3, 3</u>	<u>\$.3</u> \$.2 \$.2 \$.2
b.o b.o 10.0 b.o b.o b.o b.i	b.1 b.1 b.2 b.3 b.4 b.5 b.6 b.6 b.6 b.5 b.4 b.4	8.4 8.4 8.4 8.4 8.5 8.5 8.5 8.5 8.5 8.5 8.5 8.4 8.5 8.4 8.4 8.	4 9.5 0.5 0.5 0.5 0.5 0.5 0.5 0.5	1 1.6 9.6 9.7 9.8 9.9 9.9 9.9 9.7 9.7 9.6 9.5 9.5 9.5 9.5 9.6 9.9	5 \$.5 \$.5 \$.4 \$.4 \$.5 \$.4 \$.4 \$.5 \$.5 \$.5 \$.5	0.5 0.5 0.5 0.5 0.6 0.6 0.6 0.7 0.8 0.8 0.8 0.7 0.6 0.5 0.5 0.4	9 .4 9 .4 9 .4 9 .4
1 5.0 5.0 10.0 5.0 5.0 5.1	I 0.1 0.2 0.2 1 0.3 0.4 0.6 0.7 0.9 0.9 0.9 0.8 0.8 0,4 0,4 0,5 0,7 0,9 0,9 0,9 0,8 0,8 0,8 0,4 0,7	1 8.7 8.8 8.8 8.8 8.9 8.9 9.0 10 10 8.9 8.8 8.8 8.8 8.8 8.	I 8 9.8 0.8 0.9 0.8 0.9 0.8 0.9 0.9	! 1.1 1.1 1.2 1.4 1.6 1.6 1.5 1.3 1.1 1,µ 1.0 0.9 0.9 0.9 0.9¶0.9770.,	O [†]	0.9 0.9 0.9 0.9 1.0 1.1 1.1 1.2 1.3 1.3 1.2 1.1 1.0 0.9 0.9 0.8	9 .9 9 .8 9 .8 9 .8
1 1 5.0 5.0 1 5.0 5.0 5.0 5.1 5.1	U 0.1 0.2 0.3 0.5 0.7 0.9 1.1 1.3 1.3 1.2 1.2 1.3 1.4	1.4 1.5 1.5 1.5 1.6 1.6 1.6 1.6 1.6 1.6 1.5 1.5 1.5 1.4 1.	4 1.3 1.3 1.2 1.3 1.4 1.5 1.6 1.7	1.8 2.0 2.2 2.4 2.6 2.6 2.4 2.1 1.9 1.8 1.7 1.6 1.6 1.4 1.3 1.2 1.3	D	1.4 1.5 1.6 1.7 1.8 1.9 2.1 2.1 2.1 1.9 1.6 1.4 1.4 1.5 1.5 1.5	1.6 1.6 1.5 1.
5.0 5.0 1 5.0 5.0 5.1 5.1	0.1 0.2 0.3 0.6 1.0 1.3 1.6 1.7 1.6 1.5 1.6 1.9 1.2	1 2.3 2.3 2.3 2.4 2.2 2.1 2.0 2.0 2.2 2.4 2.4 2.3 2.3 2.3 2.3	1 4.8 1.5 1.4 1.5 1.8 2.2 2.5 2.5	I 2.7 3.1 3.4 3.5 3.6 3.3 3.0 2.9 2.8 2.6 2.5 2.5 2.2 1.8 1.5 1.4 1.4	I I I I \$.7 \$.0 \$.4 \$.4 \$.4 \$.4 \$.4 \$.0 \$147 \$.4 \$.3 \$.4	1.7 2.1 2.5 2.6 2.7 3.0 3.2 3.1 2.9 2.4 1.8 1.5 1.6 1.9 2.2 2.5	2 .4 2 .4 2 .5 2 .
t.o t.o 10.0 t.o t.o t.i t <u></u>	<u>-0.1 0.2 0.4 0.7 1.3 1.9 2.2 2.1 1.7 1.4 1.6 2.0 45</u>	I <u></u>	3 4.8 1.4 1.3 1.4 1.8 2.3 2.9 5.2	<u>3.2 3.9 1.2 1.2 1.0 5.5 5.1 5.1 3.1 3.2 5.0 2.9 2.3 1.8 1.4 1.2 1.</u>		<u><u><u>1</u>,7 <u>2,2 2,8 3,2 5,0 3,8</u> 3,0 3.8 3.3 2.5 1.8 <u>1.4 <u>1.5 1.9</u> <u>2.4 2.9</u></u></u></u>	<u>2.8</u> <u>2.8</u> <u>2.9</u> <u>2</u>
5.0 5.0 15.0 5.0 5.1 5.1	8.2 8.3 8.4 8.8 6 2.6 2.6 2.4 1.7 1.3 1.4 2.8 2.5	- I \$.7 ∰T3\$.3 \$.8 \$.2 \$.7 \$.5 1.6 \$.9 \$.5 \$.7 ∰T3\$.3 \$.7 \$	1 1.5 1.1 1.0 1.2 1.5 2.2 2.9 2.6	13 3.8 3.6 3.5 3.0 3.3 2 2.9 2.9 1 1 32.1 2.6 2.1 3.5 3.1 8.9 1.0	, 1 , 1.3 1.8 2.4 2.4 1.4 2.3 2.5 1.9 1.3 1.0 0.9 1.0	1.4 1.9 2.6 2.6 1. 5 3.3 1.3 1.1 3.5 2.6 1.4 1.2 1.3 1.6 2.2 2.7	1.8 T3.7 2.7 2
5.0 5.0 1 5.0 5.0 5.1 5.1 5.1	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	I 1.6 1.1 1.4 1.6 1.5 1.3 1.2 1.2 1.4 1.6 1.5 1.0 1.3 1.6 1.	4 4.1 0.9 0.8 0.9 1.2 1.5 1.8 1.8	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	I 3 4.0 1.2 1.4 1.3 0.9 1.3 1.4 1.2 1.0 0.8 0.7 0.8	1.0 1.3 1.6 1.5 1.4 3.5 0 3.5 1.4 1.5 1.6 1.5 1.6 1.5	1 .2 1 .1 1 .5 1
b.o b.1 0.2	5.9 .1 T2 2.8 2.3 1.6 5.9 5.9 1 0	t.9 t.8	8 9.8		.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8.7 8		
b.1 0.7 5.8	1.6 1.6 2.6 3.1 2.4 1.6 4.0 0.7 0.7 4.9	9.5 0.7 0.5 0.5 0.5 0.5 0.5	7 .6	2.3 1.7 2.3 3.2 3.2 2.3 1 5 1.0 0.9 1.6	<u>.6 0.7</u> 0.4 0.5 0.5 0.5 0.4 <u>0.5 3</u> 2	2.6 1.6 2.0 1.0 3.0 2.2 1.4 0.9 0.7 1.2	
0.1 0.5 3.4		Al 5.7 5.5 5.3 5.3 5.3 5.3 5.4 5.	6 1 • <u>1</u>	<u>8.2 1.8 2.6 </u> 8.2 3.0 2.2 1 <u>3 0.9 0.9 1 1 1</u>	Al 17 0.6 0.3 0.3 0.3 0.3 0.3 0.4 5 5	• 1 7 1 .8 2 .6 1 .2 2 .9 2 .1 1 .3 0 .8 0 .6 0 .7	
b. <u>o b.1</u> b.1	AL 8.0 1.7 2.2 2.4 2.2 1.6 1.0 0.7 0.7 46	<u>0.3 0.2</u> 0.2 0.2 0.2 0.2 0.2 0.2	2 . 3	A.6 1.6 2.1 2.5 2.5 2.0 1 3 0.8 0.8 3.8	<u>13 0.2</u> 0.2 0.2 0.2 0.2 0.2 0.2 0.3	A1 6.4 2.1 2.2 2.6 2.6 2.1 1.3 0.8 0.6 3.5 A1	
b.o b.1 b.1	1.4 1.4 1.7 2.0 2.1 1.6 1.1 0.7 0.6 10	0 .2 0 .2 0 .1 0 .1 0 .1 0 .1 0 .1 0 .1	2 .2	1.4 1.4 1.7 2.0 2.2 1.9 1 3 0.8 0.7 1.p	.2 0.2 0.1 0.1 0.1 0.1 0.2 0 2	1.5 1.5 1.8 1.1 2.3 2.0 1. 3 0.8 0.6 5.5 A1	
0.1 0.3 1 .7	A19 1.4 1.5 1.8 2.0 1.7 1.1 0.7 1.1 A1	2.0 0.3 6.1 6.1 6.1 6.1 6.1 6.	3 1.8	<u>A12 1.5 1.5</u> 1.8 2.1 1.9 1 <u>3 0.9 0.8 9</u> A1	.0 0.3 0.1 0.1 0.1 0.1 0.1 0.2 16	<u>2A1 2.1 1.6 1</u>.9 2.2 2.0 1.3 0.8 0.6 0.7	
b.1 1.0 7.8	1 1 1 1 1 1 1 1 1 1	•JL 9.5 8.3 8.1 8.1 8.1 8.1 8.1 8.1	5 .1 •J	1.9 1.5 1.5 1.9 2.1 1.9 1 3 0.8 0.8 1 1 J	A1 .8 0.6 b.1 b.1 b.1 b.1 b.1 b.1 1 a.3 9 1	•1 •1 •1 •1 •1 •1 •1 •1 •1 •1 •1 •1 •1 •	
0.0 0.1 0.3	A1 7.5 1.4 1.9 2.3 2.4 1.9 1.2 0.7 1.0 A1	8 .3 5.1 5.1 5.1 5.1 5.1 5.1 5.1 5.1 5.1 5.1	2 .3	A1 30.9 1.6 1.8 2.2 2.3 1.9 1 3 0.8 0.8 7.5	.3 0.2 0.1 0.1 0.1 0.1 0.1 0.1 0.3	A1 9.6 2.1 2.0 2.3 2.5 2.0 1.3 8.8 8.6 3.3 A1	
b.o b.i b.i	1 .1 1 .4 2 .3 2 .9 2 .7 2 .0 1 .2 0 .7 1 .2	0.1 b.1 b.1 b.0 b.0 b.1 b.1 b.	1.1	1.3 1.4 2.3 2.7 2.6 2.0 1 2 0.7 0.6 0.»	b.1 b.1 b.0 b.0 b.0 b.1 b.1 d1	1.3 1.5 2.4 2.9 2.7 2.1 1.2 0.7 0.6 1.9 A1	
0.1 0.2 0.4	5.9 1.4 2.2 3.0 2.9 2.0 1.2 0.7 1.1 A A	U.S U.2 D.1 D.0 D.0 D.0 D.1 D.	2 .8	7.0 1.6 2.3 3.1 2.9 2.0 1 2 0.7 0.7 8 A1	.5 0.2 b.1 b.0 b.0 b.1 b.1 0.4	<u>Å1</u> 2.0 2.3 9.0 2.9 2.0 1.2 0.7 0.5 0.6	
. 1.1 A1	• 1 1 1 1 1 1 3 1 m 32.5 2.8 2.0 1.3 0.8 0.6 5.6	•JL \$41 \$.3 \$.1 \$.0 \$.0 \$.0 \$.	5 0 ^{.01} • J1	5.0 1.5 1	A1 8.8 5.1 5.0 5.0 5.0 5.1 8.3 8A1	•1 0.0 1.6 1 0 2.8 2.0 1.3 0.8 0.5 0.9	
.1 0.2 0.9	A12 9.5 9.2 3.1 3.0 9.1 1.3 0.8 9.1 A1	v.6 v.2 d.1 d.0 d.0 d.1 v.	2 .4	A1+ 1.7 2.0 3.0 3.0 2.1 1. 3 0.8 0.8 39A1	.7 9.2 5.1 5.0 5.0 5.1 9.2 9		
.0 0.	1 .8 1 .5 2 .5 3 .2 3 .0 2 .3 1 .3 0 .8 0 .7 1 .1	b.1 b.0 b.0 b.0 b.0 b.0 b.	1 . 1	2.0 1.6 2.6 3.2 3.1 2.3 1.4 0.8 0.6 1.	5 .1 5.0 5.0 5.0 5.0 5.1 1 1	8.0 1.7 2.6 3.2 3.0 2.3 1.3 0.8 0.6 3.9 A1	
.0 0.1 0.3	3.7 1.6 2.2 2.8 2.9 2.4 1.4 0.8 0.8 9 a1	5 .3 5.1 5.0 5.0 5.0 5.1 5.		1.3 1.7 2.4 2.9 3.0 2.4 1.5 0.8 0.7 3.8	.3 b.1 b.1 b.0 b.0 b.0 b.1 b.3	8.5 1 .8 2 .3 2 .8 2 .9 2 .4 1 .4 0 .8 0 .5 0 .5 2 .1	
1 1.0 A1		τ. δ. φ. δ. φ. δ. φ. δ. φ.	* Å1 • <u>1</u>	A⊥ 1.9 2.2 2.7 3.0 2.4 1 5 0.8 0.8 0.8 0.4 1 • J	A1 0.7 0.1 0.0 0.0 0.0 0.1 0.3 7 A1		
.1 0.3 1.8	AT 1.7 2.2 2.7 2.9 2.4 1.5 0.8 1.0 40 AT 1.7 2.2 2.7 2.9 2.4 4.5 0.8 1.0 40 AT	1.5 0.2 0.0 0.0 0.0 0.1 0.	2 .8	A1 1.9 2.3 2.7 3.0 2.4 1 5 0.8 0.7 5 A1	.5 9.3 5.1 5.0 5.0 5.0 5.2 1 7	10 2.1 2.2 2.7 2.9 2.4 1.5 0.8 0.6 1.2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	2 .5 1 .5 2 .4 3 .0 2 .9 2 .3 1 .3 0 .8 0 .7 1 .3			2.8 1.6 2.5 3.1 3.0 2.3 1 4 0.8 0.6 3.0	<u>0.1</u> 0.0 0.0 0.0 0.0 0.0 0.1 0	1.7 1 .8 2 .5 3 .0 2 .9 2 .3 1 .3 1 .7 1 .5 2 .5	
.o b.o b.o	2 .3 1 .4 2 .4 3 .2 3 .0 2 .1 1 .2 0 .7 0 .7 2 .4	b.o	o i.o	1.7 1.5 2.4 3.2 3.0 2.1 1 3 0.7 0.6 1.1		2.7 1 .6 2 .4 3 2 3 .0 2 .1 1 .2 0 .7 0 .4 0 .4	
.o b.o <u>b.o</u>	A1 8.4 1.3 1.5 2.7 2.0 1.2 0.7 1.0 1.2 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.	b.o	o 1 <u>.o</u>	$\frac{1}{2}$,		A1 2.0 2.0 1 T3 ² A1 	
.0 5.0 5.0	A1 7.2 1.3 1.8 2.8 2.7 1.9 1.1 0.6 0.9 11	b.o b.o b.o b.o b.o b.o b.o b.o b.	0 1.0	5. 8 1 .4 1 .9 2 .8 2 .8 1 .9 1 1 0 .6 0 .6 5 .6	5.0 5.0 5.0 5.0 5.0 5.0 5.0	8.7 1 .7 1 .9 2 .8 2 .7 1 .9 1 .1 1 .6 1 . 1	
.o t. 💼 t.o	1.1 1.3 2.3 2.8 2.6 1.8 1.0 0.5 0.5 1.7		0 . 1	1.2 1.3 2.3 2.8 2.6 1.8 1 0 0.5 0.4 0.5	a <u>b.o</u> <u>b.o</u> <u>b.o</u> <u>b.o</u> <u>b.o</u> <u>b.o</u> <u>b</u> o	1.1 1 .3 2 .3 2 8 2 .6 1 .8 1 .0 1 .5 1 .4 2 .5	
b.o b.1 0.2	A13 1.2 1.8 2.2 2.1 1.6 1.9 0.5 0.8 A1	b .3 b.1 b.0 b.0 b.0 b.0 b.	1 .3	A10 1.4 1.8 2.2 2.1 1.6 0 9 0.5 0.5 8 A1	.2 b.1 b.0 b.0 b.0 b.0 b.1 b.2	<u>i≨1</u> 1.8 1.8 2.2 2.1 1.6 0.9 0.5 0.3 0.4	
0.1 0.7 5.8 A1	• 1 1.0 1.2 9.5 9.6 9.3 1.8 0.5 0.6 9.5	•JL \$\bar{A1} \$\bar{b}.3 \$\bar{b}.0 \$\bar{b}	4 A1	2.9 1.1 1.2 1.5 1.6 1.3 1.8 8.5 8.5 2.6 • 1	.3 8.5 8.1 8.0 8.0 8.0 8.2 84	• 1 A.5 1.2 1.3 1.5 1.6 1.3 0.8 0.5 0.4 2.8	

OVERALL ARCHITECTURAL SITE PLAN - 31 TOWNHOME UNITS SCALE: 1"= 30'-0"





1830 WALLACE AVE SUITE 201 ST. CHARLES, IL 60174 GODUCOARCH.COM 630-485-5201

Oak Park Townes by EEP, LLC c/o RE Development Solutions 2200 Cabot Dr., Suite 110 Lisle, IL 60532

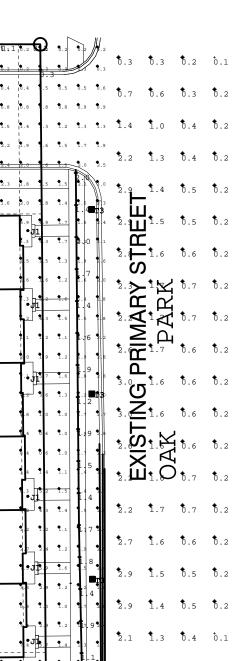
OAK PARK TOWNES 17822 & 17828 OAK PARK AVE. TINLEY PARK, IL 60477

CIVIL ENGINEER JOSEPH A. SCHUDT & ASSOCIATES 9455 ENTREPRISE DRIVE MOKENA, IL 60448

LANDSCAPE ARCHITECT METZ & COMPANY 826 EAST MAPLE STREET LOMBARD, IL 60148

PROJE	ECT NUMBER
	22-888
	SSUE DATES
INITIAL DATE:	03.06.2020
VILLAGE REV 1	05.21.22
VILLAGE REV 2	11.12.20
VILLAGE REV 3	05.24.21
VILLAGE REV 4	10.01.21
VILLAGE REV 5	01.27.23
VILLAGE REV 6	06.02.23
VILLAGE REV 7	07.26.23
REGISTE	RATION SEAL

Copyright 2022, GODUCO DESIGN



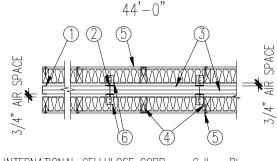


1.2 0.9 0.4 [†].1

Design No. U373

Assembly Rating — 2 Hrs. w/ Exposure on Fire Side Restricted Non-Bearing; Symmetrical Area Separation Wall

Design Weight - 14 PSF Tested under Load simulating a Wall Height of



INTERNATIONAL CELLULOSE CORP -- Celbar-RL AREA SEPARATION WALL: - (Nonbearing, Max Height -

44 ft)

1. Floor, Intermediate or Top Wall - 2-3/16 in. wide channel shaped with 1 in. long legs formed from No. 25 MSG galv steel, secured with suitable fasteners spaced 24 in. OC.

2. Steel Studs – Steel members formed from No. 25 MSG galv steel having "H" - shaped flanges spaced 24 in. OC; overall depth 2-1/8 in. and flange width 1-1/2 in.

3. Gypsum Board* - Two layers of 1 in. thick gypsum wallboard liner panels, supplied in nom 24 in. widths. Vertical edges of panels friction fitted into "H" shaped studs.

GEORGIA-PACIFIC GYPSUM L L C — Types TRSL, DGUSL **PROTECTED WALL:**— (Bearing or Nonbearing Wall, as

indicated in Items 4, 4A and 4B) 4. Wood Studs – For 2 Hr. Bearing or Nonbearing Wall Rating — Nom 2 by 4 in., max spacing 24 in. OC. Studs cross-braced at midheight where necessary for clip attachment. Min 3/4 in. separation between wood framing and area separation wall. Finish rating evaluated for wood studs only.

4A. Steel Studs — (As an alternate to Item 4, not shown) — For 2 Hr. Bearing Wall Rating - Corrosion protected steel studs, min No. 20 MSG (0.0329 in., min bare metal thickness) steel or min 3-1/2 in. wide, min No. 20 GSG (0.036 in. thick) galv steel or No. 20 MSG (0.033 in. thick) primed steel, cold formed, shall be designed in accordance with the current edition of the Specification for the Design of Cold-Formed Steel Structural Members by the American Iron and Steel Institute. All design details enhancing the structural integrity of the wall assembly, including the axial design load of the studs, shall be as specified by the steel stud designer and/or producer, and shall meet the requirements of all applicable local code agencies. The max stud spacing of wall assemblies shall not exceed 24 in. OC. Studs attached to floor and ceiling tracks with 1/2 in. long Type S-12 steel screws on both sides of studs or by welded or bolted connections designed in accordance with the AISI specifications. Top and bottom tracks shall consist of steel members, min No. 20 MSG (0.0329 in., min bare metal thickness) steel or min No. 20 GSG (0.036 in. thick) galv steel or No. 20 MSG (0.033 in. thick) primed steel, that provide a sound structural connection between steel studs, and to adjacent assemblies such as a floor, ceiling, and/or other walls. Attached to floor and ceiling assemblies with steel fasteners spaced not greater than 24 in. O.C. Studs cross-braced with stud framing at midheight where necessary for clip attachment. Min 3/4 in separation between steel framing and area separation wall. Finish rating has not been evaluated fo**r Steel**

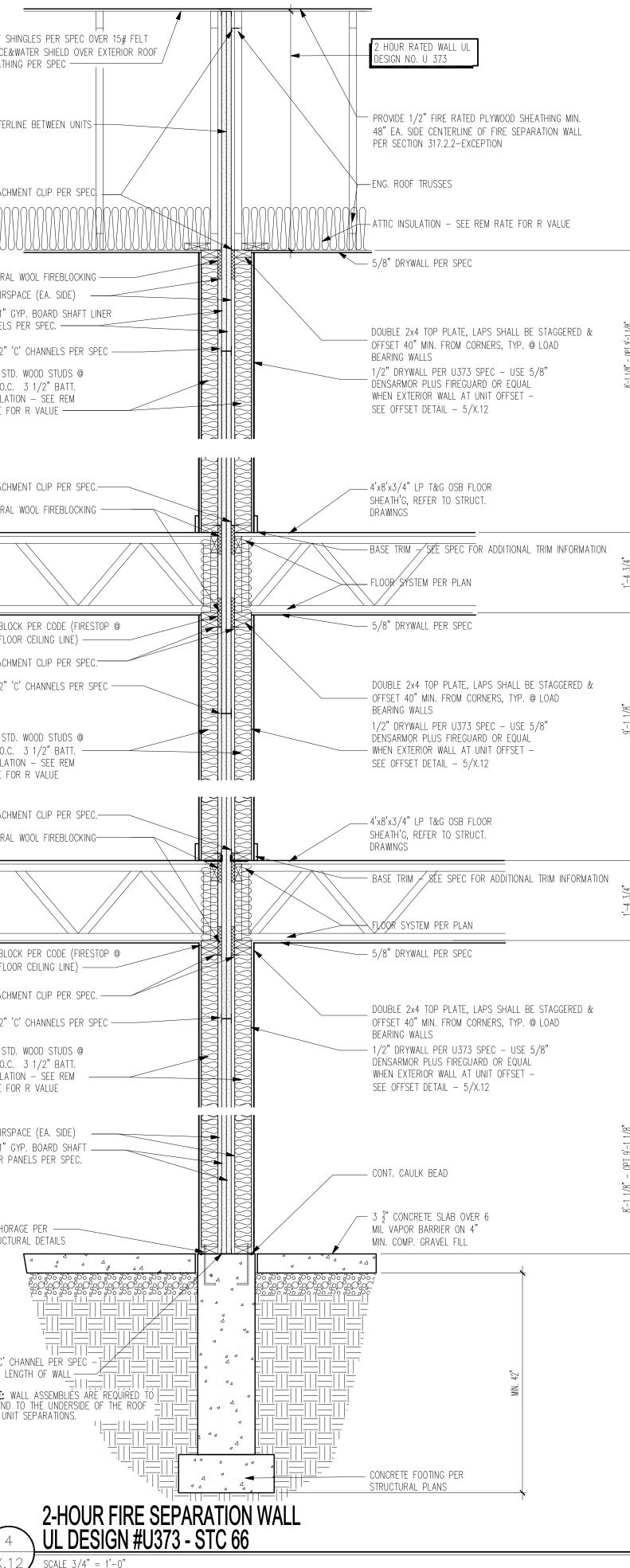
4B. Steel Studs – (As an alternate to Items 4 and 4A, for use in Configuration B only, not shown)—For 2 Hr. Nonbearing Wall Rating - Channel shaped, fabricated from min 25 MSG corrosion-protected steel, min 3-1/2 in. wide, min 1-1/4 in. flanges and 1/4 in. return, spaced a max of 24 in. OC. Studs to be cut 3/8 to 3/4 in. less than assembly height. Top and bottom tracks shall be channel shaped, fabricated from min 25 MSG corrosion-protected steel, min width to accommodate stud size, with min 1 in. long legs, attached to floor and ceiling with fasteners 24 in. OC max. Studs cross-braced with stud framing at midheight where necessary for clip attachment. Min 3/4 in. separation between steel framing and area separation wall. Finish rating has not been evaluated for Steel Studs.

5. Gypsum Board – Classified or Unclassified – Min 1/2 in thick, 4 ft wide, applied either horizontally or vertically. Wallboard attached to wood studs (Item 4) with 1-1/4 in. long steel drywall nails spaced 12 in. OC. Wallboard attached to steel studs (Item 4A or 4B) with 1 in. long Type S steel screws spaced 12 in. OC. Vertical joints located over studs. (Optional) Joints covered with paper tape and joint compound. Nail or screw heads covered with joint compound.

6. Attachment Clips – Aluminum angle, 0.062 in. thick, min 2 in. wide with min 2 in. and 2-1/2 in. legs. Clips secured with one Type S screw 3/8 in. long to "H" studs and with one Type W screw 1-1/4 in. long to wood framing or steel framing through holes provided in clip. Clips spaced a max of 10 ft OC vertically between wood or steel framing and "H" studs for separation walls up to 23 ft high. For separation walls up to 44 ft high, clips spaced as described above for the upper 24 ft. and the remaining wall area below requires clips spaced a max 5 ft OC vertically between wood or steel framing and "H" studs.

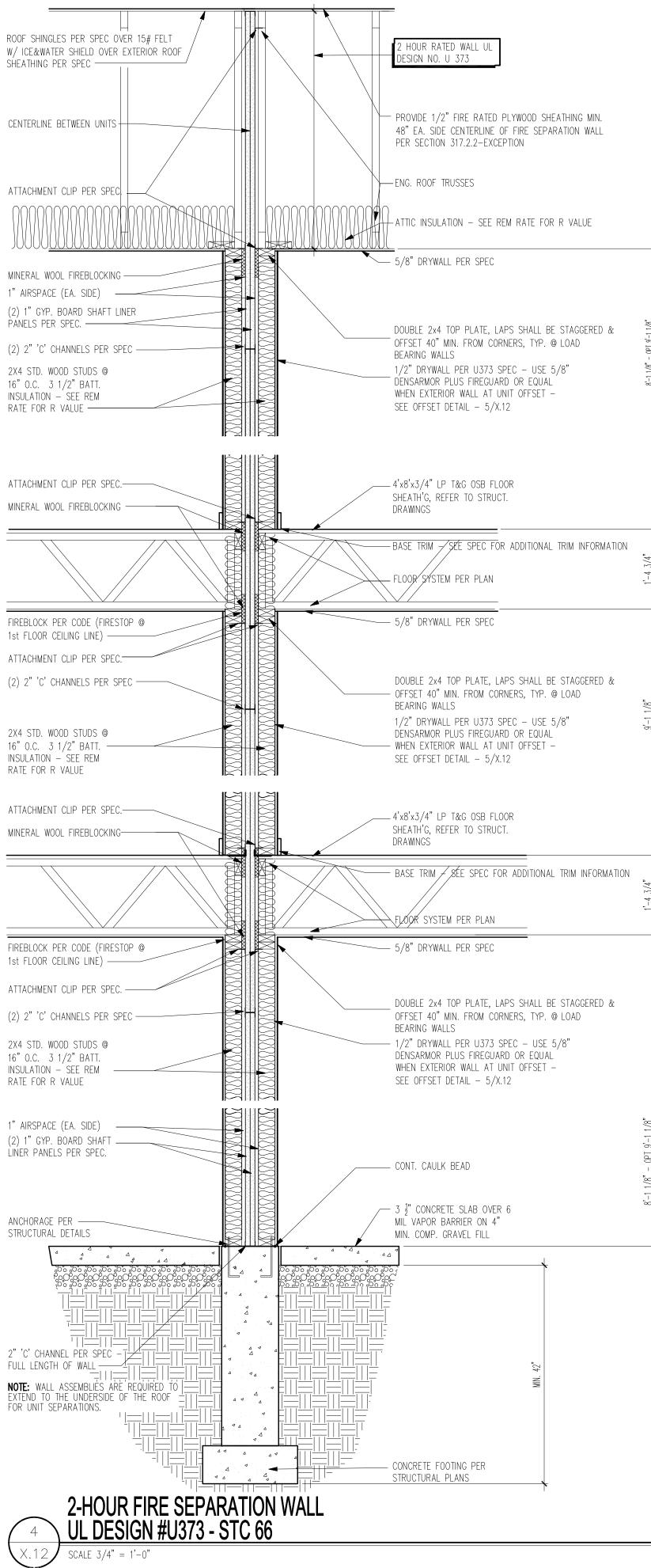
7. Batts and Blankets* - (Optional, not shown) - Placed in stud cavities, any glass fiber or mineral wool insulation, max 3.0 pcf density, bearing the UL Classification Marking as to Surface Burning Characteristics and/or Fire Resistance. See Batts and Blankets (BKNV or BZJZ) Categories for names of Classified companies.

*Bearing the UL Classification Mark

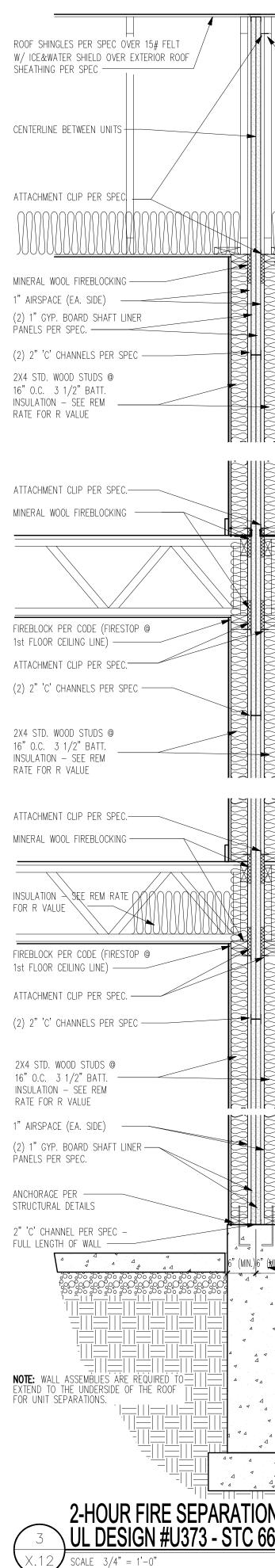








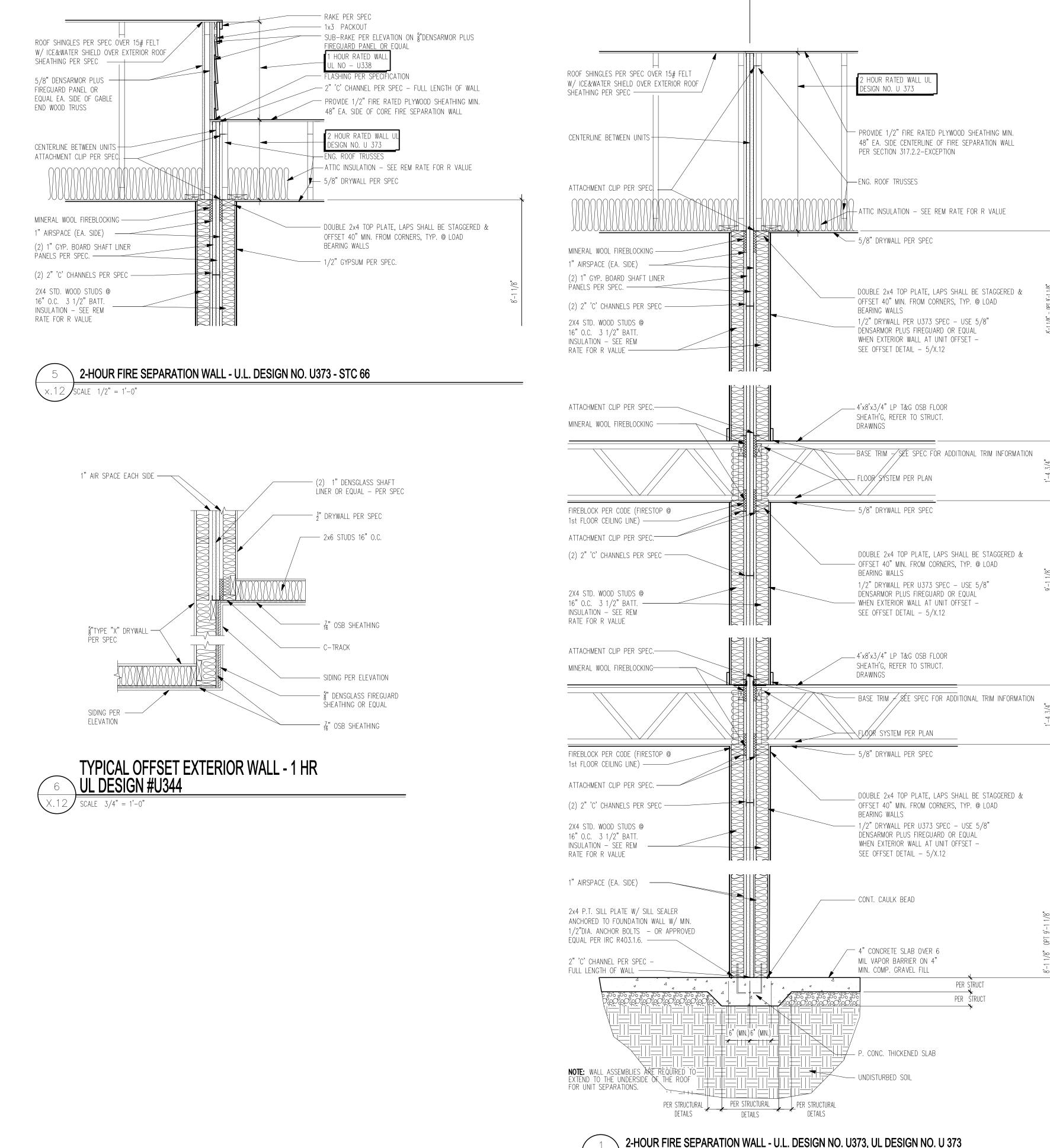
0



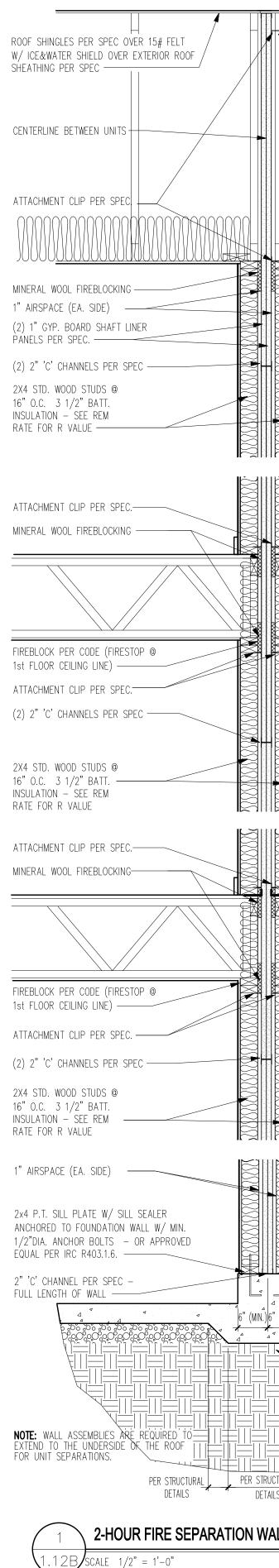
	_
	2 HOUR RATED WALL UL DESIGN NO. U 373
	PROVIDE 1/2" FIRE RATED PLYWOOD SHEATHING MIN. 48" EA. SIDE CENTERLINE OF FIRE SEPARATION WALL
	PER SECTION 317.2.2-EXCEPTION
	-ENG. ROOF TRUSSES
	-ATTIC INSULATION – SEE REM RATE FOR R VALUE
	5/8" DRYWALL PER SPEC
30000	
	DOUBLE 2x4 TOP PLATE, LAPS SHALL BE STAGGERED & OFFSET 40" MIN. FROM CORNERS, TYP. @ LOAD BEARING WALLS
	1/2" DRYWALL PER U373 SPEC – USE 5/8" DENSARMOR PLUS FIREGUARD OR EQUAL
20202	WHEN EXTERIOR WALL AT UNIT OFFSET – SEE OFFSET DETAIL – 5/X.12
<u>902</u>	
.2002	
	4'x8'x3/4" LP T&G OSB FLOOR SHEATH'G, REFER TO STRUCT.
	DRAWINGS
	BASE TRIM - SEE SPEC FOR ADDITIONAL TRIM INFORMATION
	CONT CAULK BEAD FLOOR SYSTEM PER PLAN
	5/8" GYPSUM BOARD – GLUED AND SCREWED (TYPICAL FOR ALL CEILINGS)
<u> </u>	
	DOUBLE 2x4 TOP PLATE, LAPS SHALL BE STAGGERED & OFFSET 40" MIN. FROM CORNERS, TYP. @ LOAD
30002	BEARING WALLS 1/2" DRYWALL PER U373 SPEC – USE 5/8" DENSARMOR PLUS FIREGUARD OR EQUAL
	WHEN EXTERIOR WALL AT UNIT OFFSET – SEE OFFSET DETAIL – 5/X.12
	4'x8'x3/4" LP T&G OSB FLOOR
	SHEATH'G, REFER TO STRUCT. DRAWINGS
	BASE TRIM - SEE SPEC FOR ADDITIONAL TRIM
	FLOOR SYSTEM PER PLAN
	R-30 INSULATION
	5/8" DRYWALL PER SPEC
	DOUBLE 2x4 TOP PLATE, LAPS SHALL BE STAGGERED & OFFSET 40" MIN. FROM CORNERS, TYP. @ LOAD
	BEARING WALLS 1/2" DRYWALL PER U373 SPEC – USE 5/8"
<u> 7000</u>	DENSARMOR PLUS FIREGUARD OR EQUAL WHEN EXTERIOR WALL AT UNIT OFFSET – SEE OFFSET DETAIL – 5/X.12
<u>2007</u>	SEL OFFSET DETAIL - 3/X.12
<u></u>	CONT. CAULK BEAD
	THICKENED CONCRETE SLAB
	3 ½" CONCRETE SLAB OVER 6 MIL VAPOR BARRIER ON 4" ≦ MIN. COMP. GRAVEL FILL €
	Č12" MIN.; MAY VARY PER CONTROL PLAN
	MIN. 42"
	CONCRETE FOOTING PER STRUCTURAL PLANS
N WALL @ GARA	GE
6	



Copyright 2022, GODUCO DESIGN







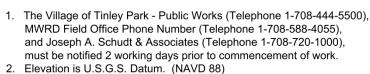
		L	=
		-	2 HOUR RATED WALL UL DESIGN NO. U 373
			PROVIDE 1/2" FIRE RATED PLYWOOD SHEATHING MIN.
			48" EA. SIDE CENTERLINE OF FIRE SEPARATION WALL PER SECTION 317.2.2-EXCEPTION
			-ENG. ROOF TRUSSES
			-ATTIC INSULATION - SEE REM RATE FOR R VALUE
	£000.		 5/8" DRYWALL PER SPEC
NNN			
NNN			
<u>NNN</u>			DOUBLE 2x4 TOP PLATE, LAPS SHALL BE STAGGERED & OFFSET 40" MIN. FROM CORNERS, TYP. @ LOAD
<u> NNN</u>			BEARING WALLS 1/2" DRYWALL PER U373 SPEC – USE 5/8"
<u> </u>			DENSARMOR PLUS FIREGUARD OR EQUAL WHEN EXTERIOR WALL AT UNIT OFFSET -
NNN			SEE OFFSET DETAIL – 5/X.12
r ≍∥ ⊬∼l			
<u>NNN</u>			4'x8'x3/4" LP T&G OSB FLOOR
NNN?	7		SHEATH'G, REFER TO STRUCT. DRAWINGS
		$\langle \rangle$	BASE TRIM - SEE SPEC FOR ADDITIONAL TRIM INFORMATION
			FLOOR SYSTEM PER PLAN
			5/8" DRYWALL PER SPEC
<u>SSS</u>			
NN			DOUBLE 2x4 TOP PLATE, LAPS SHALL BE STAGGERED &
<u>NNN</u>			OFFSET 40" MIN. FROM CORNERS, TYP. @ LOAD BEARING WALLS
NNN	-		1/2" DRYWALL PER U373 SPEC – USE 5/8" DENSARMOR PLUS FIREGUARD OR EQUAL
NNN			WHEN EXTERIOR WALL AT UNIT OFFSET – SEE OFFSET DETAIL – 5/X.12
NNU			4'x8'x3/4" LP T&G OSB FLOOR SHEATH'G, REFER TO STRUCT.
NN NN			DRAWINGS
			BASE TRIM / SEE SPEC FOR ADDITIONAL TRIM INFORMATION
	\square		
			FLOOR SYSTEM PER PLAN
NNN			5/8" DRYWALL PER SPEC
<u>NNN</u>			
NNN	•		DOUBLE 2x4 TOP PLATE, LAPS SHALL BE STAGGERED & OFFSET 40" MIN. FROM CORNERS, TYP. @ LOAD BEARING WALLS
<u>NNN</u>			1/2" DRYWALL PER U373 SPEC – USE 5/8" DENSARMOR PLUS FIREGUARD OR EQUAL
NN			WHEN EXTERIOR WALL AT UNIT OFFSET – SEE OFFSET DETAIL – 5/X.12
			,
NNU			- CONT. CAULK BEAD
) JJJJ			CONT. CAULY DEAD
NNN		/	
	<u> </u>		4" CONCRETE SLAB OVER 6 MIL VAPOR BARRIER ON 4"
	4	•	MIN. COMP. GRAVEL FILL
(MIN.)	4		PER STRUCT
			*
<u>=</u> =		_ = = _ = =	
<u>=</u> =			J - P. CONC. THICKENED SLAB
<u>=</u> =			- UNDISTURBED SOIL
		PER STRUCTURAL	
S	- 1 - 1	DETAILS	



Copyright 2022, GODUCO DESIGN

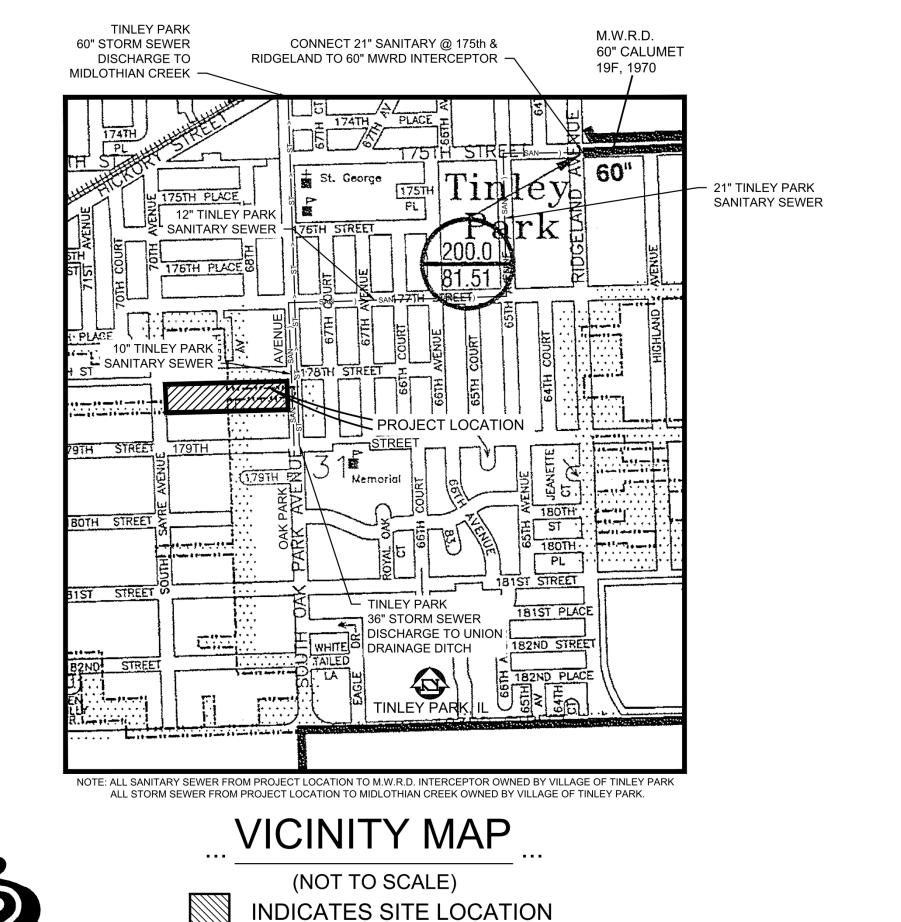
2-HOUR FIRE SEPARATION WALL - U.L. DESIGN NO. U373, UL DESIGN NO. U 373





- 3. All floor drains shall discharge to the sanitary sewer.
- 4. All downspouts and footing drains shall discharge to the storm sewer. 5. All sanitary sewer construction requires stone bedding 1/4 inch to 1 inch in size, with a minimum thickness equal to 1/4 the outside diameter of the sewer pipe, but not less than 4 inches, nor greater than eight inches. Bedding material shall be CA-7 and shall be extended at least 12 inches above top of pipe when using PVC pipe.
- 6. Any connections of dissimilar pipes shall be done in a manhole/structure, unless it is a service line, which will require a solvent style PVC saddle tee. Any service tie-ins close to a manhole/structure shall connect to the manhole/structure. 7. When connecting to an existing sewer main by means other than an existing wye, tee, or an existing manhole, one of the following methods shall be used
- a. Remove an entire section of pipe (breaking only the top of the bell) and replace with a wye or tee branch section. b. With pipe cutter, neatly and accurately cut out desired length of pipe for insertion
- of proper fitting, using "Band-Seal" or similar couplings to hold it firmly in place. 8. Wherever a sewer crosses under a watermain, the minimum vertical distance from the top of the sewer to the watermain shall be 18 inches. Furthermore, a minimum horizontal distance of 10 feet between storm and/or sanitary and watermains shall be maintained unless: the sewer is laid in a separate trench, keeping a minimum 18 inch vertical separation; or the sewer is laid in the same trench with the watermain located at the opposite side on a bench of undisturbed earth, keeping a minimum 18 inch vertical separation. If either the vertical or horizontal distances described above cannot be maintained, or the sewer crosses above the watermain, then, for a distance of 10 feet on either side of the watermain, the sewer pipe shall be PVC pressure pipe material or the watermain shall be constructed in a watertight casing.
- Contractor shall bend watermain pipe uniformly under sewers without using fittings providing that joint deflection does not exceed 5 degrees per joint for pipe under 12 inches in size and 3 degrees per joint for pipe 14 inches and over in size. All crossing (including services) shall have a minimum of 18 inches of clearance and should extend 10 feet each side of the center of the crossing.
- 10. All sanitary manholes shall have a minimum inside diameter of 48 inches. Manhole steps shall be 16" min. wide plastic w/continuous 1/2 steel reinforcement, M.A. Industries or equal. 11. All sanitary sewer, storm sewer, and water system construction shall conform to
- the "Standard Specifications for Water and Sewer Main Construction in Illinois". current Edition 12. All paving and related improvements shall be constructed in accordance with the
- Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction in Illinois", current Edition.
- 13. All trenches caused by the construction of sewers, watermains, water service pipes and in excavation around catch basins, manholes, inlets, and other appurtenances which occur within the limits of, or within 2 feet of existing or proposed pavements, sidewalks, and curb and gutters shall be backfilled with trench backfill. Trench backfill shall be CA-6 material to subgrade and shall be mechanically compacted in 12" lifts.
- 14. 12", 10" & 8" diameter sanitary sewer pipe and fittings shall be PVC pipe, SDR 26 (ASTM D-3034) with flexible elastometric (O-ring) gaskets (ASTM D-3212), unless otherwise noted. Where sanitary service crosses below watermain with less than 18 inches of separation, or where indicated elsewhere on plans, sanitary sewer pipe shall be PVC watermain quality pipe (ASTM D-2241) with gasket joints (ASTM D-2672 or ASTM D-3139). Sanitary sewers shall be air tested, mandrel tested, and televised. Sanitary sewer manholes shall be provided with external chimney seals (Cretex or equal). All Sanitary Manholes shall be provided with mac wrap at barrel section joints. Sanitary sewer manholes shall be air tested in accordance with ASTM C-1244-93, Standard Test Method for Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test.
- 15. Watermain shall be ductile iron, Class 52 (AWWA C-151) with cement lining (AWWA C-104) and hydrocarbon resistant gaskets (AWWA C-110) with brass wedges for electrical continuity. Ductile iron watermain shall be provided with polyethylene encasement (AWWA C-105). All watermain fittings, valves, and hydrants shall have stainless steel bolts and shall be secured using Meg-A-Lug restrained joints. Thrust blocking shall also be provided, with precast blocking permitted. Watermain shall be pressure tested at 150psi for two hours with zero pressure loss. A disinfection test shall be completed using an initial chlorine concentration of 50 mg/l and a minimum residual concentration of 25 mg/l after 24 hours. All work shall comply with Village of Tinley Park standards.

- 16. Watermains and lot services shall be a minimum of 5'-6" below finished ground surface.
- 17. a. All storm sewer must be reinforced concrete pipe in paved areas. b. All reinforced concrete pipe shall be ASTM C76 CL IV.
- c. Sump pump discharge piping shall be PVC Schedule 40. d. All flexible storm sewer pipe must be televised for final inspection. 18. Where storm sewers cross over the tops of watermains and are designated as "LHP" type, they shall be reinforced concrete low head pressure pipe (ASTM C-361-76). Alternately, proper watermain
- protection per note (8.) shall be provided. 19. All bends in the watermain of 10 degrees or greater shall be installed with restrained joints (Meg-A-Lug or equal). Restrained joints (Meg-A-Lug or equal) shall be used within three pipe lengths of a fitting. Thrust blocking is required at all bends.
- 20. All rims and inverts of existing sanitary and storm sewer shall be field verified prior to the start of construction, and any discrepancies between the plan and existing elevations shall be reported to the Engineer immediately.
- 21. All coordinates refer to back of curb, centerline of manhole, pipe, or structure, or as shown. 22. All curb radii refer to back of curb. Lane dimensions refer to face of curb or
- edge of pavement. 23. The Contractor shall subscribe to all governing regulations and shall obtain
- all necessary public agency permits. 24. Field check all dimensions, coordinates, and elevations before proceeding
- with new work. Notify the Engineer of any discrepancies immediately. 25. The Contractor shall provide for the safe and orderly passage of traffic and
- pedestrians where his operations abut public thoroughfares and adjacent property. 26. Construction access points to the site shall be protected in such a way as to prevent tracking of mud or soil onto public thoroughfares. At the end of each day, the Contractor shall clean up all mud or soil which has been tracked onto public streets or as required by the Village of Tinley Park.
- 27. Street paving and curbs to remain shall be protected from damage and, if damaged, shall be replaced promptly to meet Village of Tinley Park Standard Specifications in materials and workmanship.
- 28. Prior to new work, the Contractor shall verify the location and elevation of existing utility lines and structures to be connected to proposed work. Discrepancies shall be reported to the Engineer immediately.
- 29. All sediment will be prevented from entering any existing storm drainage systems by the use of hav bales, interceptor dikes or other approved functional methods. The Contractor shall be responsible for removing sediment resulting from this project from storm sewers and drainage structures.
- 30. All utility connections to existing lines shall be constructed in accordance with the regulations of the utility owner and to the satisfaction of the utility owner.
- 31. All work shall be in accordance with the specifications for the Village of Tinley Park. 32. New watermain valves, including pressure tap valves, adjacent to an existing watermain, and existing watermain valves shall only be operated by the Village of Tinley Park, Department of Public Works personnel with a 48-hour notice
- (Monday-Friday). 33. Any existing utility structures requiring adjustment are to be adjusted (up to 8" total adjustment allowed with a maximum of 2 rubber adjusting rings) or to be constructed by the contractor to the utility owner's satisfaction. Adjustments or reconstructions not called for on the plans shall be considered incidental to the contract. A total of no more than 8 and no less than 4 inches of adjusting rings shall be provided at all utility structures. Adjusting rings shall be set in a bed of preformed non-hardening mastic (RUB-R-NEK or approved equal).
- Minimum adjusting ring height is 2". 34. All connections to existing manholes shall be made by coring the existing manhole using a diamond or carbide tip cutter and installing a press seal
- PSX or CORE-N-SEAL boot in the cored opening. 35. All storm sewer flared end sections for pipes greater than 12 inch diameter shall be provided with grates per I.D.O.T. standards.
- 36. Reproduceable "Record" drawings shall be provided by the contractor to
- the Village of Tinley Park and Owner following completion of improvements. 37. Structure lids shall be stamped "Village of Tinley Park" and "SANITARY", "STORM", or "WATER" for appropriate utilities.
- 38. Sanitary and Water stubs shall be marked with 4"x 4" wood posts. 39. One lane in each direction shall be open to traffic at all times except
- between the hours of 9 A.M. to 3 P.M. During this period all work must be performed in accordance with standards 701201, 701206, and 701401. 40. Traffic control standards which shall be included for use during construction are: 701901, 701201, 701206, 701301, 701401, 701501, 701606, and 701701



OAK PARK TOWNE 17822 & 17828

OAK PARK AVENUE TINLEY PARK, IL 60477 SITE IMPROVEMENT PLANS

DEVELOPER / OWNER R E DEVELOPMENT SOLUTIONS 2200 CABOT DRIVE, SUITE 110 LISLE, IL 60532

PHONE: 630.324.1200

ARCHITECT GODUCO DESIGN ARCHITECTS 1830 WALLACE AVE., SUITE 201 ST. CHARLES, IL 60174 ATTN: LUIS GODUCO Luis@goducoarch.com PHONE: 630.485.5201

DRAINAGE CERTIFICATION

I, D. Warren Opperman, hereby certify that adequate storm water storage and drainage capacity has been provided for this development, such that surface water from the development will not be diverted onto and cause damage to adjacent property for storms up to and including the one hundred (100) year event, and that the design plans are in compliance with all applicable state,

county, and Village ordinances.). Motom NO. 062-043406

DUTY TO INDEMNIFY

The Contractor shall defend, indemnify, keep and save harmless the Village, Owner, and Engineer, and their respective board members, representatives. agents, and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under the Contract by the Contractor or its subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. This obligation includes but is not limited to: The Illinois laws regarding structural work (Ill. Rev. Stat. Ch.48, par.60 et seq.). And regarding the protection of adjacent landowners (III.Rev. Stat. Ch.17 1/2 par.51 et seq.). In the event of any such injury (including death) or loss or damage, or claims therefore, the Contractor shall give prompt notice to the owner.



Joseph A. Schudt & Associates 9455 ENTERPRISE DRIVE **MOKENA. IL 60448**

PHONE: 708-720-1000 www.jaseng.com FAX: 708-720-1065 CIVIL ENGINEERING - LAND SURVEYING - ENVIRONMENTAL - LAND PLANNING - GPS SERVICES

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001172

PREPARED AT OR UNDER THE DIRECTION OF 062-043406



43406

REGISTERED PROFESSIONAL

ENGINEER



CONTACT JULIE AT 811 OR 800-892-0123 WITH THE FOLLOWING INFORMATION COOK COUNTY COUNTY-NAME CITY / TOWNSHIP ______TINLEY PARK, IL\ BREMEN TWP. W 1/2 31-36-13 SEC & 1/4 SEC No. Know what's below. 48 HOURS (2 days) BEFORE YOU DIG

(S) EXISTING SANITARY MANHOLE	* PROPOSED LIGHT
	EXISTING CONTOUR LINE
	PROPOSED CONTOUR LINE
EXISTING VALVE IN VAULT	PROPOSED CURB
PROPOSED VALVE IN VAULT	###### EXISTING CURB TO BE REMOVED
EXISTING VALVE	PROPOSED HUNG CURB
PROPOSED VALVE	PP EXISTING POWER POLE
PROPOSED REDUCER	EXISTING ELECTRIC MANHOLE
C EXISTING HYDRANT	— E — EXISTING ELECTRIC CABLE
Y PROPOSED HYDRANT	
	() EXISTING TELEPHONE MANHOLE
-P-W - PROPOSED WATERMAIN	— T — EXISTING TELEPHONE CABLE
EXISTING STORM MANHOLE	C EXISTING TRAFFIC SIGNAL
PROPOSED STORM MANHOLE	hh EXISTING HAND HOLE
EXISTING CATCH BASIN	EXISTING GAS VALVE
PROPOSED CATCH BASIN	— G — EXISTING GAS MAIN
	-CTV - EXISTING CABLE T.V.
Ø PROPOSED CIRCULAR INLET	+ EXISTING BORING LOCATION
PROPOSED INLET	EXISTING SIGN
	-x-x- EXISTING FENCE LINE
PROPOSED STORM SEWER	EXISTING DECIDUOUS TREE
	EXISTING EVERGREEN
)—< —(PROPOSED CULVERT	EXISTING BUSH/HEDGE
C EXISTING LIGHT	业 EXISTING WETLAND

Sheet List Table			
Sheet Number	Sheet Title		
1	COVER SHEET		
2	EXISTING TOPOGRAPHY		
3	PLAT OF SUBDIVISION		
4	GEOMETRIC PLAN		
5	GRADING PLAN		
6	UTILITY PLAN		
7	STORM WATER POLLUTION PREVENTION PLAN		
8	SOIL EROSION PLAN		
9	CONSTRUCTION SPECIFICATIONS		
10	MWRD NOTES		
11	CONSTRUCTION DETAILS		
12	CONSTRUCTION DETAILS		
13	CONSTRUCTION DETAILS		
14	CONSTRUCTION DETAILS		

PROJECT SITE SUMMARY

LOT 4 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 5 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES. BEING A SUBDIVISION IN THE WEST HALF OF SECTION 31. TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PROPERTY CONTAINS: 114,612 SQ. FT. (2.631 ACRES), MORE OR LESS.

PROPERTY ADDRESS: 17822 & 17828 OAK PARK AVENUE, TINLEY PARK, IL 60477 PROPERTY INDEX NUMBER: 28-31-105-010-0000 (LOT 4), 28-31-105-026-0000 AND 28-31-105-027-0000 (LOT 5)

BENCHMARK:

PROPERTY LEGAL DESCRIPTION:

BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT AT NORTHEAST CORNER OF 183rd STREET AND CENTRAL AVENUE.

TOP OF THE EAST FLANGE BOLT ON HYDRANT AT THE NORTHEAST CORNER OF 179th ST. AND OAK PARK AV.

ELEVATION = 696.42 (NAVD 88)

ELEVATION = 696.26 (NAVD 88)

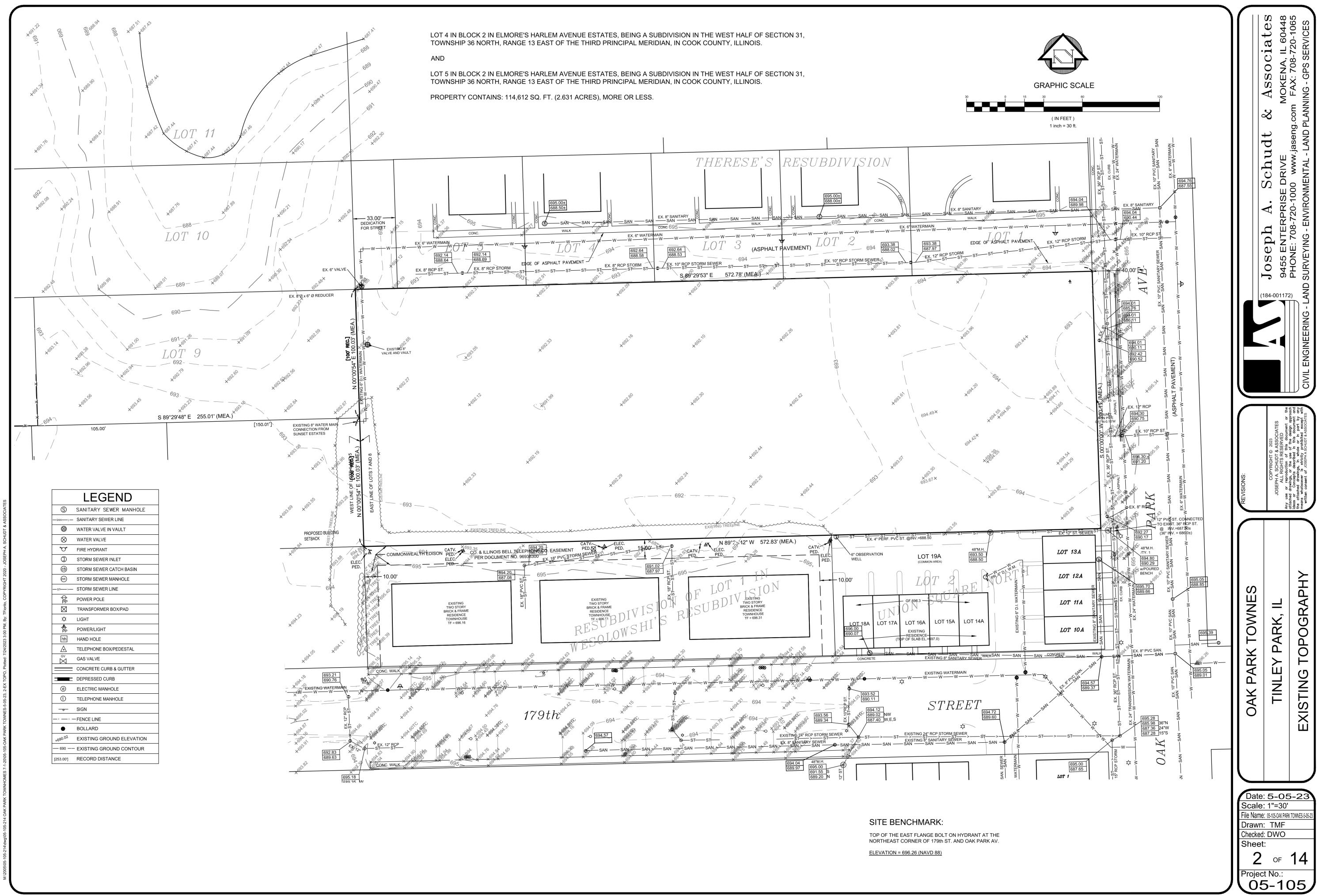
SITE BENCHMARK:

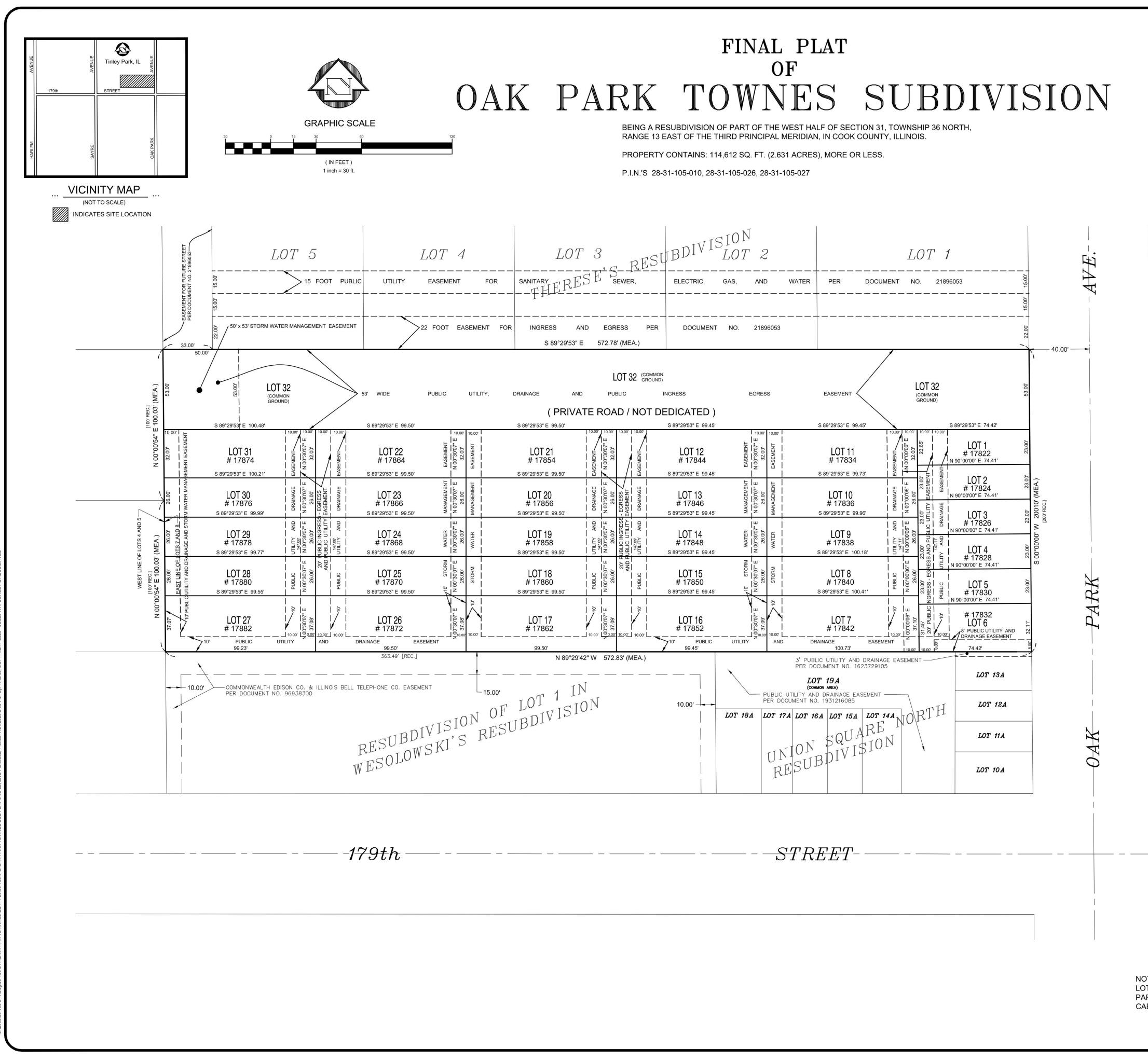
TOTAL SITE AREA: 114,612 Sq. Ft. (2.631 Acres)

IMPERVIOUS AREA:	BUILDING PATIOS / SERVICE WALK DRIVEWAYS SIDEWALK STREET SERVICE DRIVES	34,994 Sq. Ft 3,964 Sq. Ft. 10,543 Sq. Ft. 2,347 Sq. Ft. 17,600 Sq. Ft. 8,146 Sq. Ft.
	TOTAL	77,594 Sq. Ft.

VOLUME CONTROL REQUIRED: 77,594 / 12 = 6,466 Ft. = 0.148 Ac. Ft.

1	7-24-23	TMF	PER VILL	AGE REVIEW				
No.	Date	By		Description			0	
				REVIS	'IOI	NS		
	5-05-23	Dra	wn: TMF		1	- 11	Project No.	
	sign: DWO		proved: DWO	SHEET		of 14	· 05-105	



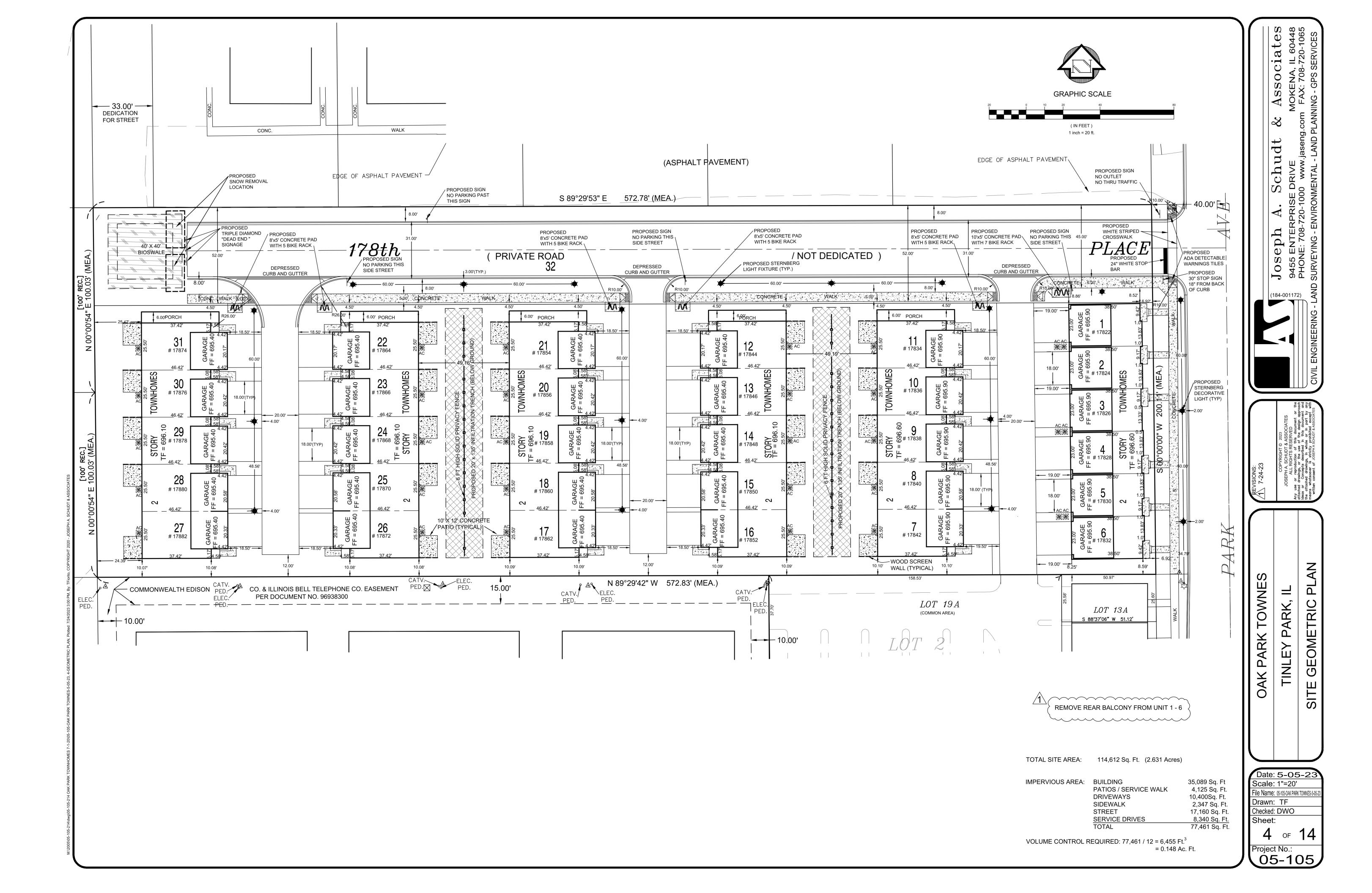


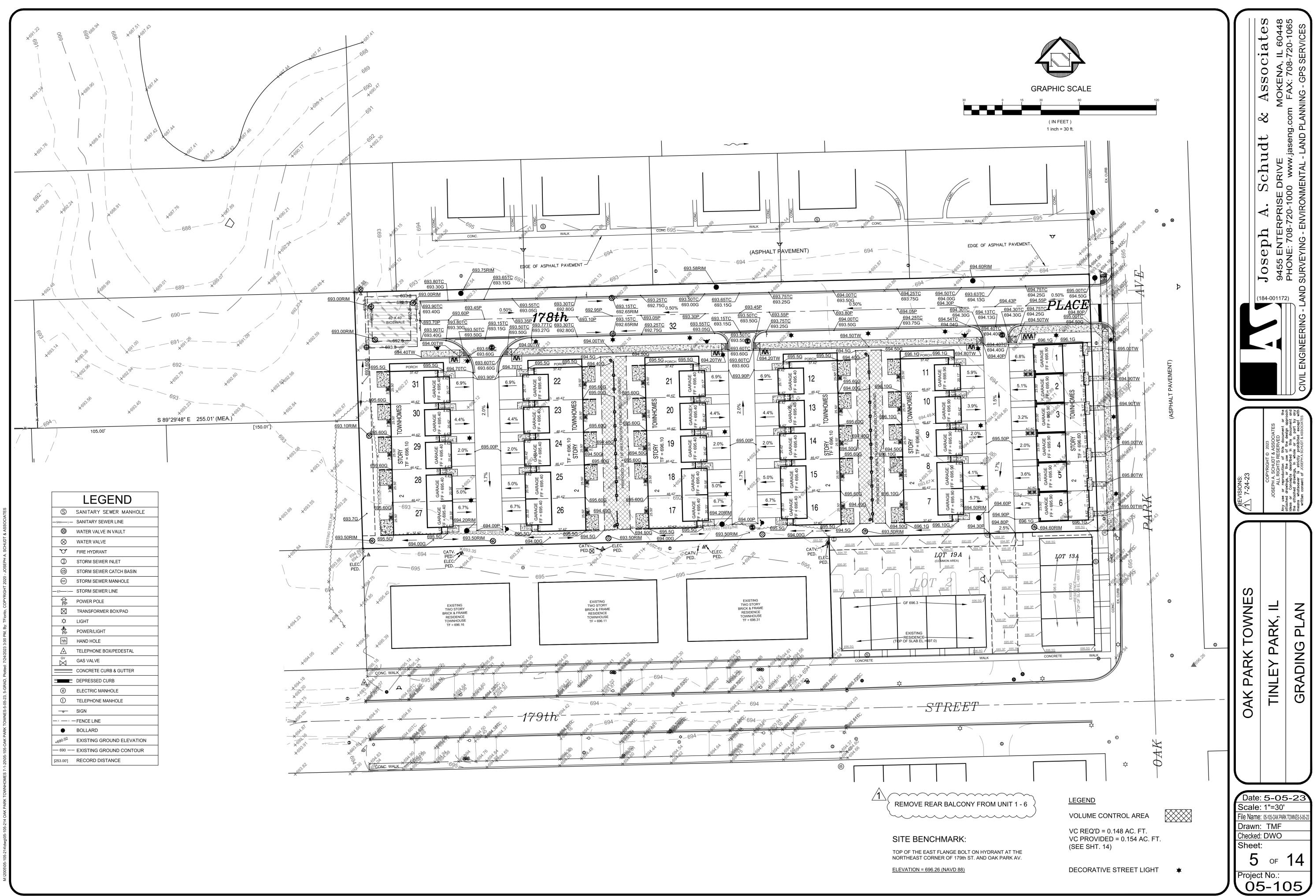
NOTE:

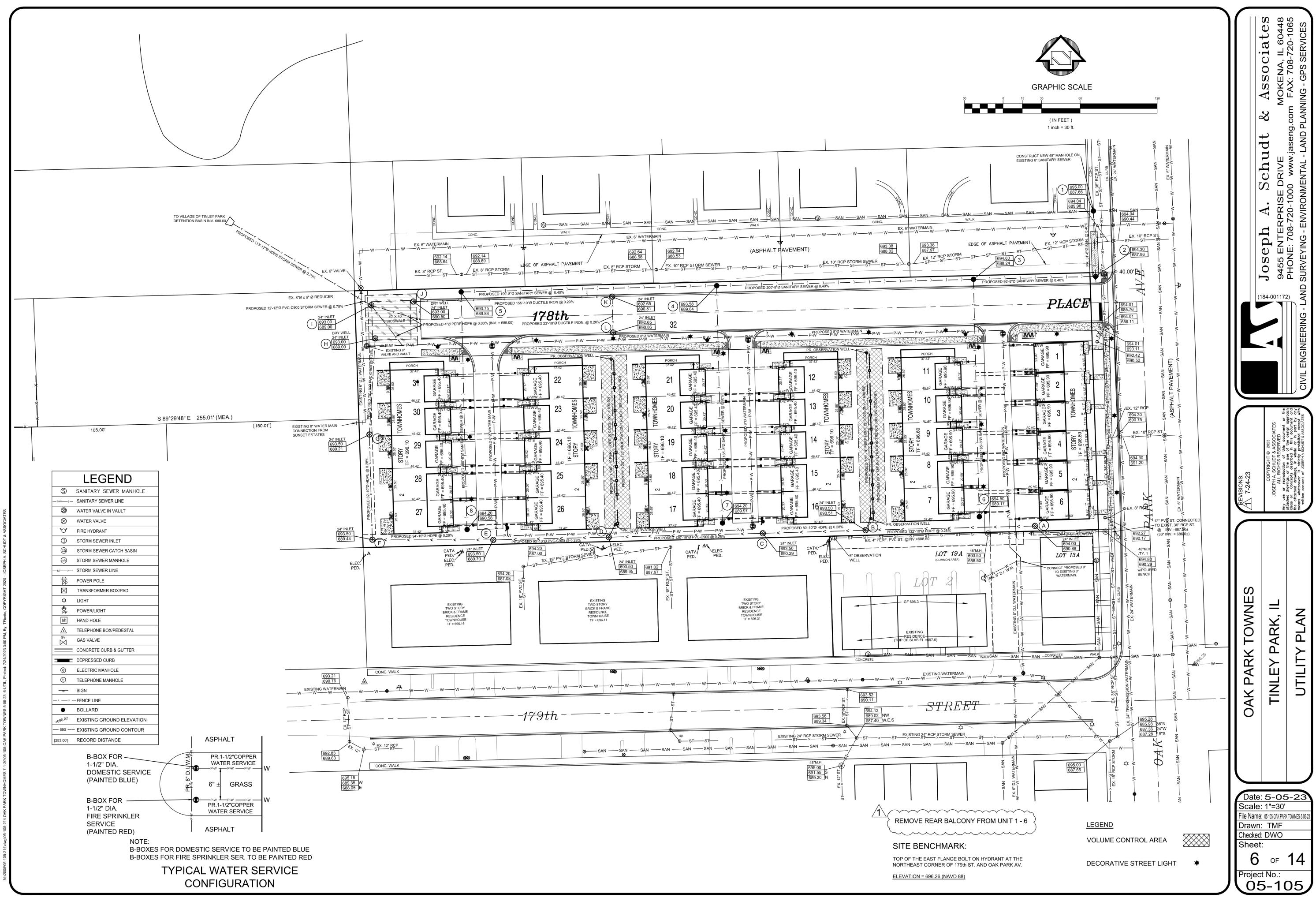
File Name Drawn Checked Sheet 3 Projec	PLAT OF SUBDIVISION	-
: 1"=30' : 15-155-1204KPARKT : TMF : DWO : OF	OAK PARK TOWNES	
14	TINLEY PARK, IL	The strated arowings, in the design approximation approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowings, in while or in part by any approximation arowing in the more arowing in the arowing in the more arowing in the part by any approximation arowing in the arowing in the arowing in the more arowing in the arowing in the arowing in the more arowing in the arowing in the arowing in the arowing in the more arowing in the arowing ind the arowing in the arowing in the arow

		ADDRESS
LOT #	AREA	OAK PARK AVENUE
1	1736 S.F.	17822
2	1712 S.F.	17824
3	1712 S.F.	17826
4	1712 S.F.	17828
5	1712 S.F.	17830
6	2365 S.F.	17832
7	3731 S.F.	17834
8	2608 S.F.	17836
9	2602 S.F.	17838
10	2596 S.F.	17840
11	3187 S.F.	17842
12	3182 S.F.	17844
13	2586 S.F.	17846
14	2586 S.F.	17848
15	2586 S.F.	17850
16	3689 S.F.	17852
17	3691 S.F.	17854
18	2587 S.F.	17856
19	2587 S.F.	17858
20	2587 S.F.	17860
21	3184 S.F.	17862
22	3184 S.F.	17864
23	2587 S.F.	17866
24	2587 S.F.	17868
25	2587 S.F.	17870
26	3690 S.F.	17872
27	3685 S.F.	17874
28	2591 S.F.	17876
29	2597 S.F.	17878
30 31	2603 S.F.	17880
31	3211 S.F. 30,358 S.F.	17882
52	30,300 S.F.	

LOT 32 SHALL INCLUDE EASEMENT PROVISIONS FOR VILLAGE OF TINLEY PARK MUNICIPAL UTILITIES, COMED, NICOR, AT&T, AND AUTHORIZED CABLE T.V. PROVIDER. SEE SHEET 2 OF 2 FOR EASEMENT PROVISIONS.







<u>STO</u>	RM WATER POLLUTION PREVENTION PLAN
the p	following plan is established and incorporated in the project to direct the contractor in placement of temporary erosion control systems and to provide a storm sewer water tion prevention plan for compliance under NPDES.
sedir	purpose of this plan is to minimize erosion within the construction site and to limit ments from leaving the construction site by utilizing proper temporary erosion control ems and providing ground cover within a reasonable amount of time.
cons on a	ain erosion control facilities shall be installed by the contractor at the beginning of truction. Other items shall be installed by the contractor as directed by the Engineer case by case situation depending on the contractor's sequence of activities, time of , and expected weather conditions.
frame area will c and i plan,	contractor shall install permanent erosion control systems and seeding within a time e specified herein and as directed by the Engineer, therefore minimizing the amount of susceptible to erosion and reducing the amount of temporary seeding. The Enginee letermine if any temporary erosion control systems shown in the plan can be deleted f any additional temporary erosion control systems, which may not be included in this shall be added. The contractor shall perform all work as directed by the Engineer ar nown in Standard 280001.
	ion 280. Temporary erosion control, of the standard specifications additionally lements this plan.
	DESCRIPTION & CRIPTION OF CONSTRUCTION ACTIVITY:
<u>1.</u>	The project is located at the Northwest corner of 179th Street and Oak Park Avenue in Tinley Park, IL 60477. The site disturbance acreage is 2.631 acres.
2.	Construction includes earthwork, parking improvements, and storm sewer improvements for a proposed site.
3.	The project is not within the 100-year Floodplain limits .
	CRIPTION OF INTENDED SEQUENCE FOR MAJOR CONSTRUCTION ACTIVITIES CH WILL DISTURB SOILS FOR MAJOR PORTION OF THE CONSTRUCTION SITE
Eros	ion control silt fencing shall be in placed prior to earthwork activities.
	shall be cleared. Topsoil will be remove and graded as necessary, with all proposed s graded to roughly 1-foot below final elevation on plans.
com	es trenches shall have topsoil removed prior to construction of utilities. After oletion of storm sewer construction, storm sewer inlet protection shall be placed at
	open-grate structure.
	crete curb & gutter and bituminous areas shall be constructed.
<u>ARE</u>	A OF CONSTRUCTION SITE: The total area of the construction site is estimated to be <u>2.631</u> acres by which <u>2.631</u> acres will be disturbed by excavation, grading, and other activities. Of this 2.631 acres, 0.00 acres are construction within the Public R.O.W.
THE	ER REPORTS, STUDIES AND PLANS, WHICH AID IN THE DEVELOPMENT OF STORM WATER POLLUTION PREVENTION PLAN AS REFERENCED
<u>1.</u>	UMENTS: Information of the soils and terrain within the site was obtained from topographic surveys and soil borings that were utilized for the development of the proposed
2.	temporary erosion control systems. Project plan documents, specifications and special provisions, and plan drawings indicating drainage patterns and approximate slopes anticipated after grading activities were utilized for the proposed placement of the temporary erosion control
DRA	systems.
	ISTRUCTION SITE:
1.	The site shall drain into proposed stormwater detention ponds by means of a proposed storm sewer system, and overland flow. The stormwater detention system will reduce the peak stormwater runoff before discharging into existing Village storm sewer system.
CON	ITROLS, EROSION CONTROLS AND SEDIMENT CONTROL:
1.	The drawings, specifications and special provisions will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices include temporary seeding, permanent seeding, mulching, protection of trees, preservation of nature vegetation, and other appropriate measures as directed by the Engineer. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
a.	Areas of existing vegetation, wood and grasslands, outside the proposed construction limits shall be identified by the Engineer for preserving and shall be protected from construction activities.
b.	Dead, diseased, or unsuitable vegetation within the site shall be removed as directed by the Engineer, along with required tree removal.
C.	As soon as reasonable access is available to all locations where water drains away from the project, temporary perimeter erosion barrier shall be installed as called out in this plan and directed by the Engineer.
d.	Bare and sparsely vegetated ground in high erodible areas as determined by the Engineer shall be temporarily seeded at the beginning of construction where no construction activities are expected within seven (7) days.
e.	Immediately after tree removal is completed, areas which are highly erodible as determined by the Engineer, shall be temporarily seeded when no construction

activities are expected within seven (7) days.

- benefits to the project. Desirable grass seed will become established in these areas over seeding can be completed.
- 3. The Village of Tinley Park is responsible for conducting site visits and verifying that by the Village the contractor will implement the practice in a timely manner.
- DESCRIPTION OF STABILIZATION PRACTICES DURING CONSTRUCTION:
- activities.
- - directed by the Engineer.
- iii. Provide temporary erosion control systems.

- erosion control work is necessary.
- price for earth excavation for erosion control.
- Engineer, after use is no longer needed or no longer functioning.
- DESCRIPTION OF STRUCTURAL PRACTICES AFTER FINAL GRADING:
- sodded and established.
- sod, will be established.

SANITARY SEWERS

Establishment of these temporary erosion control measures will have additional

and will spread seeds onto the construction site until permanent seeding/mowing and

the practices are working properly and determine if additional practices are needed for better soil erosion and sediment control. If additional practices are deemed necessary

1. During construction, areas outside the construction limits as outlined previously herein shall be protected. The contractor shall not use this area for staging, parking of vehicles of construction equipment, storage of materials or other construction related

(a.) Within the construction limits, areas which may be susceptible to erosion as determined by the Engineer shall remain undisturbed until full scale construction is underway to prevent unnecessary soil erosion.

(b.) As construction proceeds, the contractor shall institute the following as

i. Place temporary erosion control facilities at locations shown on the plans.

ii. Temporarily seed erodible bare earth on a weekly basis to minimize the amount of erodible surface area within the contract limits.

iv. Continue building up the embankment to the proposed grade while, at the same time, placing permanent erosion control final shaping to the slopes.

(c.) Excavated areas and embankment shall be permanently seeded immediately after final grading. If not, they shall be temporarily seeded if no construction activity in the area is planned for seven (7) days.

(d.) Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or other pollutant in accordance with EPA water quality regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site.

(e.) The contractor shall inspect the project daily during construction activities. Inspection shall also be done weekly and after rains of 1/2-inch or greater or equivalent snowfall and during the winter shutdown period. The project shall additionally be inspected by the construction field Engineer on a biweekly basis to determine that erosion control efforts are in place and effective and if other

(f.) Sediment collected during construction of the various temporary erosion control systems shall be disposed of on the site on a regular basis as directed by the Engineer. The cost of this maintenance shall be included in the unit bid

(g.) The temporary erosion control systems shall be removed, as directed by the

1. Temporary erosion control systems shall be left in place with proper maintenance until permanent erosion control is in place and working properly and all proposed turf areas

2. Once permanent erosion control systems as proposed in the plans are functional and established, temporary items shall be removed, cleaned up, and disturbed turf reseeded.

3. Upon completion of the industrial buildings, permanent landscaping features, including

Construction is complete after acceptance by the municipality. Maintenance up to this date will be by the contractor.

	FOR STORM	IWATER MANAGEMENT STRUCTURES (BMPS)
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS
		Inspect all slopes and embankments and replant areas of bare soil or with sparse growt
	Annually early	Armor rill erosion areas with riprap or divert the runoff to a stable area
VEGETATED AREAS	spring and after heavy rains	Inspect and repair down-slope of all spreaders and turn-outs for erosion
AREAS	neavy rains	Mow vegetation as specified for the area
		Remove obstructions, sediments or debris from ditches, swales and other open channe
		Repair any erosion of the ditch lining
DITCHES,		Mow vegetated ditches
SWALES AND	Annually spring	Remove woody vegetation growing through riprap
OPEN STORMWATER	and late fall and after heavy rains	Repair any slumping side slopes
CHANNELS	aller neavy rains	Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodg
	Spring and late	Remove accumulated sediments and debris at the inlet, outlet, or within the conduit
CULVERTS	fall and after heavy rains	Remove any obstruction to flow
		Repair any erosion damage at the culvert's inlet and outlet
CATCHBASINS	Annually in the spring	Remove sediments and debris from the bottom of the basin and inlet grates
		Remove floating debris and oils (using oil absorptive pads) from any trap
		Clear and remove accumulated winter sand in parking lots and along roadways
		Sweep pavement to remove sediment
ROADWAYS	Annually in the	Grade road shoulders and remove accumulated winter sand
AND PARKING	spring or as	Grade gravel roads and gravel shoulders
AREAS	needed	Clean-out the sediment within water bars or open-top culverts
		Ensure that stormwater runoff is not impeded by false ditches of sediment in the should
		Inspect buffers for evidence of erosion, concentrated flow, or encroachment by
		development
		Manage the buffer's vegetation with the requirements in any deed restrictions
		Repair any sign of erosion within a buffer
RESOURCE AND	Annually in the	Inspect and repair down-slope of all spreaders and turn-outs for erosion
TREATEMENT	spring	Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow
BUFFERS		Clean-out any accumulation of sediment within the spreader bays or turnout pools
		Mow non-wooded buffers no shorter than six inches and less than three times per year
		Inspect the embankments for settlement, slope erosion, piping, and slumping
WETPONDS		Mow the embankment to control woody vegetation
AND		Inspect the outlet structure for broken seals, obstructed orifices, and plugged trash rack Remove and dispose of sediments and debris within the control structure
DETENTION	Annually in fall	
BASINS	and after heavy	Repair any damage to trash racks or debris guards
	rains	Replace any dislodged stone in riprap spillways
		Remove and dispose of accumulated sediments within the impoundment and forebay
	Appually in the	Clean the basin of debris, sediment and hydrocarbons
FILTRATION AND	Annually in the spring and late	Provide for the removal and disposal of accumulated sediments within the basin
INFILTRATION	fall	Renew the basin media if it fails to drain within 72 hours after a one inch rainfall event
BASINS		Till, seed and mulch the basin if vegetation is sparse
		Repair riprap where underlying filter fabric or gravel is showing or where stones have
	An appealitized by	dislodged
PROPRIETARY DEVICES	As specified by manufacturer	Contract with a third-party for inspection and maintenance
		Follow the manufacturer's plan for cleaning of devices
OTHER	As specified for	Contact the department for appropriate inspection and maintenance requirements for

MISCELLANEOUS:

- 1. Temporary erosion control seeding shall be applied at a rate of 100 lbs/acres, if directed.
- 2. Straw bales, hay bales, perimeter erosion barrier and silt fences will not be permitted for temporary or permanent ditch checks. Ditch checks shall be composed of aggregate, silt panels, rolled excelsior, urethane form/geotextile silt wedges, and/or any other material approved by the erosion and sediment control coordinator.
- 3. Sediment collected during construction by the various temporary erosion control systems shall be disposed of on the site on a regular basis, as directed by the Engineer. The cost of this maintenance shall be paid for at the contract unit price per cubic yard for earth excavation.
- 4. All erosion control products furnished shall be specifically recommended by the manufacturer for the use specified in the erosion control plan. Prior to the approval and use of the project, the contractor shall submit to the Engineer a notarized certification by the producer stating the intended use of the product and that the physical properties required for this application are met or exceeded. The contractor shall provide manufacturer installation procedures to facilitate the Engineer in construction inspection.

CONSTRUCTION ACTIVITY SEQUENCING:

- 1. Erect perimeter silt fence.
- 2. Construct stabilized construction entrance.
- 3. Strip topsoil from site. 4. Mass grade site.
- 5. Erect interior silt fence and repair re-establish perimeter silt fence.
- 6. Provide seeding and erosion control blanket in Detention Basin,
- slope area of south ditch and front yard setback areas.
- 7. Establish seeding on regraded area.
- 8. Install/construct Storm Sewer System including inlet protection excavated drains and end section rip rap protection.

INSPECTION AND MAINTENANCE PLAN FOR QUALIFIED SEWER CONSTRUCTION		SOIL PROTECTION CHART STABILIZATION TYPE JAN. FEB. M/	MAY	JUN. JUI	AUG.	SEP. C	CT. NOV	. DEC.			A. KENTUCKY BLUEGRASS 90 LBS./AC. MIXED WITH PERENINIAL RYEGRASS 30 LBS./AC.	
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS	PERMANENT SEEDING	Α				- *		*		B. KENTUCKY BLUEGRASS 135 LBS./AC. MIXED WITH PERENINIAL RYEGRASS 45 LBS./AC. + 2 TONS
	ANNUALLY	INSPECT ALL SANITARY SEWERS FOR BLOCKAGES	DORMANT SEEDING TEMPORARY SEEDING	с				D			B	STRAW MULCH PER ACRE. C. SPRING OATS 100 LBS./AC. D. WHEAT OR CEREAL RYE 150 LBS./AC. E. SOD.
		CLEAN SANITARY SEWERS AS NECESSARY USING VARIOUS METHODS AS REQUIRED SUCH	SODDING	E**								F. STRAW MULCH 2 TONS/AC.
		AS JETTING, RODDING, ETC.	MULCHING F									* IRRIGATION NEEDED DURING JUNE, JULY AND SEPT. ** IRRIGATION NEEDED FOR 2-3 WEEKS AFTER SODDING.

STORM WATER POLLUTION PREVENTION PLAN CERTIFICATES: The following certificates shall be executed & provided to the Village of Tinley Park and Engineer with a copy at the job site:

a. Contractor Certification Statement: "I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR-10) that authorizes the storm water discharges associated with activity from the construction site identifies as part of this certification."

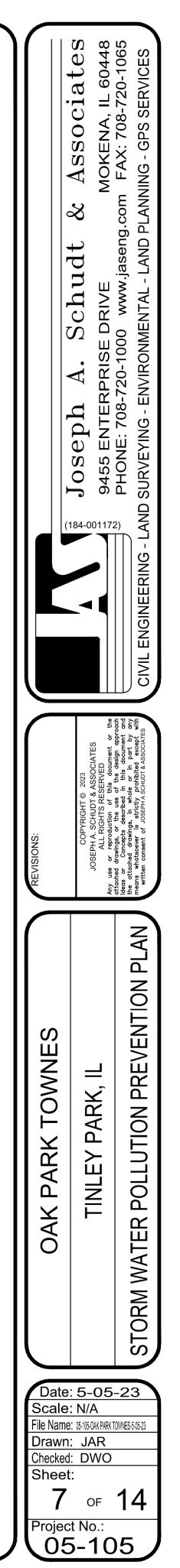
By: Contractor

b. Owner Certification Statement: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

The Village of Tinley Park requires compliance with NPDES Phase II program. As such, all developments shall provide to the extent possible, construction site run-off control and illicit discharge prevention and elimination.

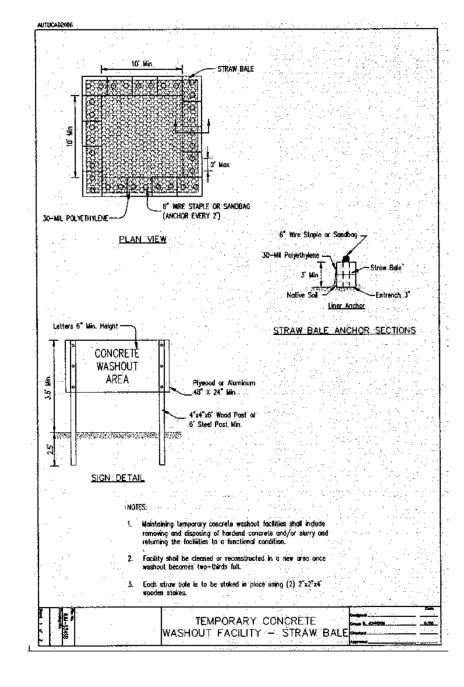
- 1. The owner is responsible for submitting the Notice of Intent (NOI) to the IEPA after the Storm Water Pollution Prevention Plan (SWPPP) is complete. The contractor is responsible for insuring that the NOI is postmarked at least 30 days before commencement of any work on site.
- 2. Prior to commencement of construction, the owner shall provide written notification to the IEPA of completion of the SWPPP and that said plan is available at the site.
- 3. The contractor is responsible for having the SWPPP on site at all times.
- 4. Inspection of controls will be completed by the owner at least once every 7 days and within 24 hours of a storm 0.5" or greater.
- 5. An Incident of Non-Compliance (ION) must be completed and submitted by the owner to the IPEA and copied to the Village if, at any time, an erosion or sediment control device fails.
- 6. A Notice of Termination (NOT) shall be completed by the owner in compliance with NPDES Phase II requirements when all permanent erosion control measures are in place with a 70% establishment rate of vegetation. The NOT shall be sent to the IEPA and the Village.
- 7. The contractor shall take the necessary steps to control waste such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste at the construction site that may cause adverse impacts to water quality.

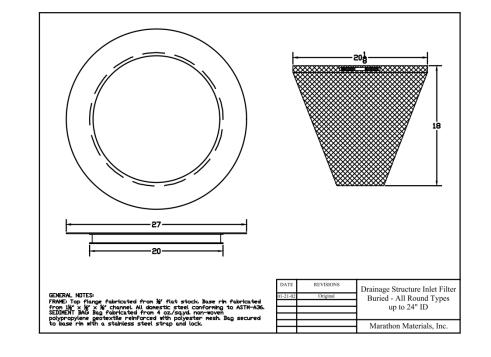
THE CONTRACTOR WILL ASSUME RESPONSIBILITY FOR MA OF ALL SOIL EROSION CONTROL MEASURES DURING CONS AND THE OWNER WILL ASSUME RESPONSIBILITY OF ALL SO CONTROL MEASURES AFTER CONSTRUCTION.	STRUCT	ION
 INSPECTION SCHEDULE 1. <u>DIVERSION AND STRUCTURAL MEASURES</u> - WILL BE INSPECTED AT WEEKLY INTERVALS OR AFTER EVERY RAIN STORM PRODUCING RUNOFF. 2. <u>SEDIMENT BASINS AND PONDS</u> - WILL BE CHECKED AFTER EACH MAJOR PHASE OF THE DEVELOPMENT FOR SEDIMENT ACCUMULATION. 3. <u>VEGETATIVE PLANTINGS</u> - SPRING PLANTINGS WILL BE CHECKED DURING SUMMER OR EARLY FALL. 4. <u>REPAIRS</u> - ANY EROSION CONTROL MEASURES, STRUCTURAL MEASURES, OR OTHER RELATED ITEMS IN NEED OF REPAIR WILL BE MADE WITHIN 1-2 DAYS. 5. <u>MOWING</u> - DRAINAGEWAYS, DITCHES AND OTHER AREAS THAT SUPPORT A DESIGNED FLOW OF WATER WILL BE MOWED REGULARLY TO MAINTAIN THAT FLOW. 6. <u>FERTILIZATION</u> - SEEDED AREAS WHERE THE SEED HAS NOT PRODUCED A GOOD COVER, WILL BE INSPECTED AND FERTILIZED AS NECESSARY. 	UNDERGROUND CONTRACTOR	LANDSCAPE CONTRACTOR
CONSTRUCTION SEQUENCE AND RESPONSIBLE CONTRACTOR 1. INSTALL SEDIMENT CONTROL MEASURES: VC VEGETATIVE CHANNEL BF BARRIER FILTER SE STABILIZED CONSTRUCTION ENTRANCE 2. GRADE SITE/STOCKPILE TOPSOIL. 3. PRESERVE AND PROTECT EXISTING VEGETATION. 4. TEMPORARY VEGETATIVE STABILIZATION OF CONTROL MEASURES: TS TEMPORARY SEEDING VF VEGETATIVE FILTER M MULCHING 5. VEGETATIVE FILTER M MULCHING 6. PERMANENT VEGETATIVE STABILIZATION OF ALL EXPOSED AREAS WITH 7 DAYS TS TEMPORARY SEEDING 6. PERMANENT SEEDING SO SODDING 7. INSTALL PERMANENT LANDSCAPING & REMOVE TEMPORARY EROSION CONTROL 8. PERFORM CONTINUING MAINTAINENCE.		
<u>NOTE:</u> PROVIDE TEMPORARY SEEDING FOR ALL DISTUP PARKWAYS, EASEMENTS, DETENTION PONDS ETC. TO LONGER THAN 7 DAYS BEFORE PERMANENT SEEDIN LANDSCAPING IS TO OCCUR.	D BE LEF	

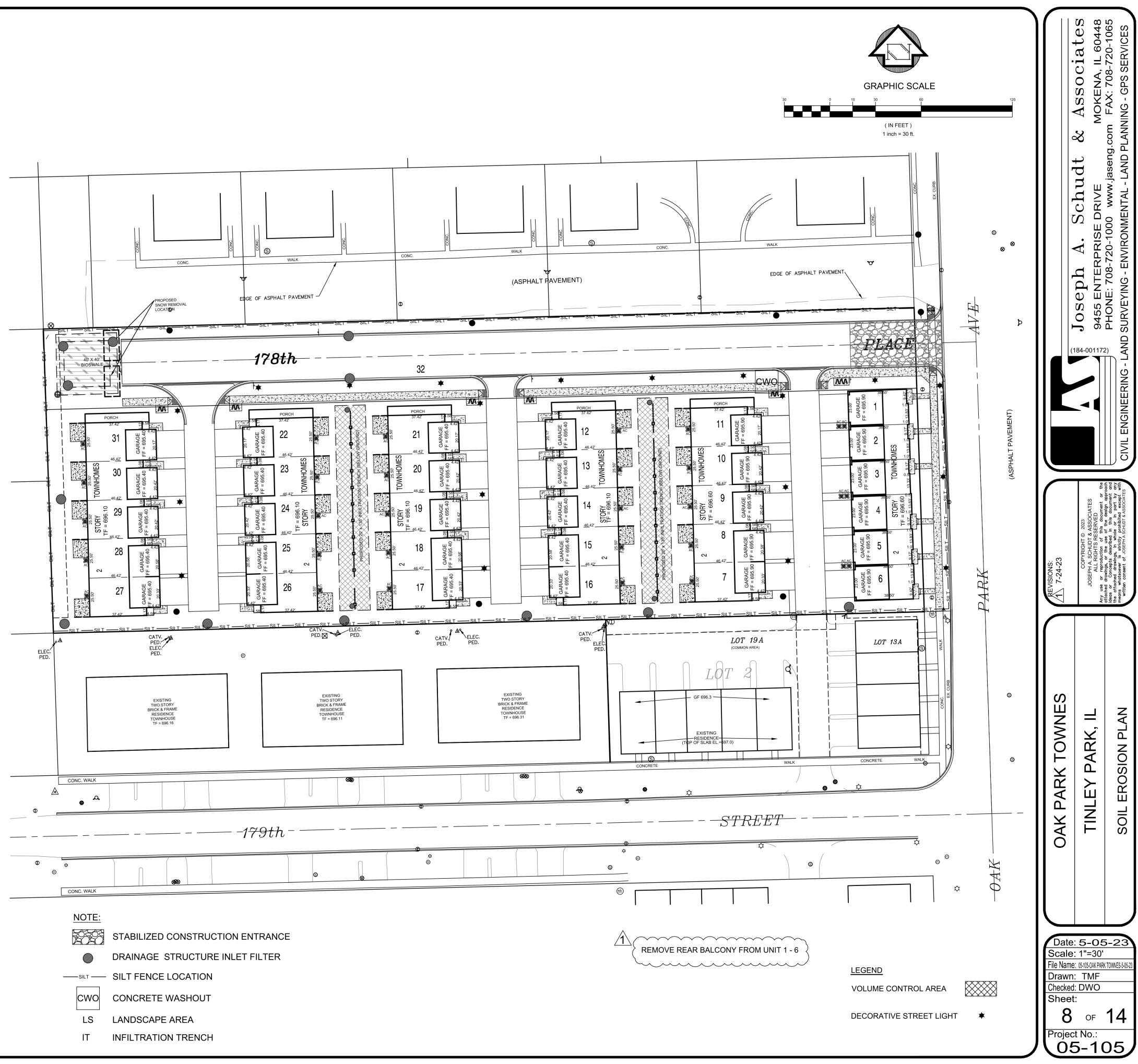


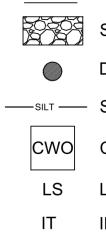
GRADING NOTES:

- 1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PLACE PRIOR TO START OF CONSTRUCTION.
- 2. EARTHWORK CONTRACTOR SHALL MAINTAIN PROPER SITE DRAINAGE DURING CONSTRUCTION.
- 3. EARTHWORK CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL.
- 4. EARTHWORK CONTRACTOR IS RESPONSIBLE FOR REGULAR DUST CONTROL / SWEEPING OF PUBLIC AND PRIVATE ROADS AND STREETS. ADDITIONAL CLEANING MAY BE REQUESTED AT THE OWNER OR VILLAGE DISCRETION.
- 5. OTHER EROSION CONTROL MEASURES SHALL BE IMPLEMENTED SHOULD AN INSPECTION OF THE SITE INDICATE A DEFICIENCY. THE EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE CONSIDERED THE MINIMUM ELEMENTS REQUIRED. ADDITIONAL EROSION CONTROL MAY BE REQUIRED PER THE OWNER OR VILLAGE. ADDITIONAL EROSION CONTROL ITEMS WILL BE THE CONTRACTOR'S LIABILITY AND RESPONSIBILITY.
- 6. AREAS REACHING SUBSTANTIAL COMPLETION OF GRADING AND TOPSOIL PLACEMENT OPERATIONS SHALL BE PERMANENTLY SEEDED OR OTHERWISE LANDSCAPED WITHIN 14 DAYS FROM THE SUSPENSION OR COMPLETION OF GRADING AND TOPSOIL OPERATIONS.
- 7. SECONDARY CONTAINMENT SHALL BE REQUIRED FOR ANY BULK FUEL STORAGE THAT REMAINS ON-SITE FOR A PERIOD LONGER THAN 7 CALENDAR DAYS.
- 8. CONTAINMENT MEASURES SHALL BE REQUIRED FOR GENERATORS, PUMPS, MIXERS AND OTHER NON-ELECTRICAL POWERED EQUIPMENT THAT ARE TO BE STATIONED FOR LONGER THAN 24 HOURS.
- 9. CONTRACTOR WILL BE RESPONSIBLE AND LIABLE FOR CORRECTIVE ACTION AND TELEVISING AND / OR INSPECTING SHOULD SEDIMENT, CONCRETE, OR OTHER CONSTRUCTION MATERIALS DRAIN INTO VILLAGE OR IDOT INFRASTRUCTURE.









G	ENERAL CONDITIONS
1.	Village of Tinley Park - Public Works (Telephone 708-444-5500), M.W.R.D. Sewer Permit Office (Telephone 708-588-4055), and Joseph A. Schudt & Associates (Telephone 708-720-1000), must be notified (2) working days prior to commencement of work.
2.	The Standard Specifications, construction plans and subsequent details are all to be considered as part of the contract. Incidental items or accessories necessary to complete this work may not be specifically noted but are to be considered a part of the contract.
3.	No construction plans shall be used for construction unless specifically marked <u>"FOR CONSTRUCTION"</u> . Prior to com- mencement of construction, the contractor shall verify all di- mensions and conditions at the job site. In addition, the con- tractor must verify the Engineer line and grade stakes. If there are any discrepancies from what is shown on the construction plans, he must immediately report same to the Engineer before doing any work, otherwise the contractor assumes full responsibility. In the event of disagreement between the construction plans, standard specifications and/or special details, the contractor shall secure written instructions from the Engineer prior to proceeding with any part of the work affected by omissions or discrepancies. Failing to secure such instructions, the contractor will be considered to have proceeded at his own risk and expense. In the event of any doubt or question rising with respect to the true meaning of the construction plans or specifications, the decision of the Engineer shall be final and conclusive. Any discrepancies located in the Village Right-of-Way or easements shall be confirmed with the Village Engineer.
4.	All work performed under this contract shall be guaranteed by the contractor and his surety for a period of 12 months from the date of final acceptance of the work by the Municipality against all defects in materials and workmanship of whatever nature.
5.	Before acceptance by the Owner and final payment, all work shall be inspected and approved by the Owner or his representative. Final payment will be made after all of the contractor's work has been approved and accepted.
6.	Upon award of the contract and when required by the Municipality, the contractor shall furnish a labor, material and performance bond per Municipality requirements guaranteeing completion of the work. The underwriter shall be acceptable to the Municipality. Maintenance Bond after construction may also be required.
7.	Easements for the existing utilities, both public and private, and utilities within public rights-of-way are shown on the plans according to available record. The contractor shall be responsible for determining the exact location in the field of these utility lines and their protection from damage due to construction operations. If existing utility lines of any nature are encountered which conflict in location with new construction, the contractor shall notify the Engineer so that the conflict may be resolved.
8.	Removed pavement, sidewalk, curb and gutter, etc. shall be disposed of at off-site locations provided by the contractor at his own expense.
9.	The contractor shall be responsible for the installation and maintenance of adequate signs, traffic control devices, and warning devices to inform and protect the public during all phases of construction. One lane in each direction shall be open to traffic at all times except between the hours of 9 A.M. to 3 P.M. During this period all work must be performed in accordance with standards 701201, 701206, and 701401.
10.	Barricades and warning signs shall be provided in accordance with article 107.14 of the Standard Specifications. Adequate lighting shall be maintained from dusk to dawn at all locations where construction operations warrant or as designated by the Engineer. Traffic control standards which shall be included for use during construction are: 701901, 701201, 701206, 701301, 701401, 701501, 701606, and 701701. Stop signs must be installed as soon as access is available.
11.	Commonwealth Edison (Com-Ed), A.T.&T. Telephone, and Ni-Cor Gas have underground and/or overhead service facilities in the vicinity of the proposed work, the contractor shall be responsible for having the utility companies locate their facilities in the field prior to construction and shall also be responsible for the maintenance and preservation of these facilities. The contractor shall call J.U.L.I.E. at "811" or (800) 892-0123 for utility locations.
12.	Whenever the performance of work is indicated on the plans, and no item is included in the contract for payment, the work shall be considered incidental to the contract, and no additional compensation will be allowed.
13.	All existing traffic signs, street signs, etc., which interfere with construction operations and not noted for removal or disposal shall be removed and reset by the contractor at locations as designated by the Engineer. This shall be considered incidental to the contract and no additional compensation shall be allowed. Damage to these items shall be repaired by the contractor at his own expense. All signs not required to be reset shall be delivered to the Municipality or County as appropriate.
14.	All permanent type pavements or permanent improvements which abut the proposed improvement and must be removed, shall be saw-cut prior to removal. All items so removed shall be replaced with similar construction materials to their original condition or better. Payment for sawing shall be included in the cost for removal of each item and replacement will be paid under the respective items in the contract, unless otherwise indicated.
15.	Where overhanging branches interfere with operations of construction said branches shall be trimmed and sealed in accordance with section 201 of the Standard Specifications, and the cost of same shall be incidental to the contract. If trees or shrubs must be removed, they will be paid for in accordance with the specifications.
16.	The contractor shall submit in writing a "Schedule of Operations" showing approximate dates for commencing and completing various phases of construction under this contract. The schedule shall have the approval of the Engineer and the date for starting shall be mutually agreed upon between the contractor and the Engineer.
17.	Special attention is drawn to the fact that article 105.06 of the Standard Specifications require the contractor to have a competent superintendent on the project site at all times irrespective of the amount of work sublet. The superintendent shall be capable of reading and understanding the plans and specifications, shall have full authority to execute orders to expedite the project, and shall be responsible for scheduling and have control of all work as the agent of the general contractor. Failure to comply with the provision

8.	Water Valve boxes and Buffalo boxes that are uncovered
	construction shall be adjusted to grade prior to restoring
	pavement, sidewalk or parkway. The cost of same shall
	considered as incidental to the contract.

- It shall be the responsibility of the contractor to remove from the site any and all materials and debris which result from construction operation at no additional expense to the Own
- The Municipality and/or the Governing Agency shall be not 48 hours prior to the start of any construction.

EARTHWORK

- Work under this section shall include but not be limited to the following:
- A. Clearing and removing from the site, all undesirable tree and other vegetative growth within the construction area Tree removal shall be kept to a minimum.
- B. Stripping of topsoil from all excavation, pavement and structural clay fill areas.
- C. Stockpiling of topsoil at locations as directed by the Own or Engineer. Topsoil stockpiled for future use shall be relatively free from large roots, sticks, weeds, brush, sto larger than one (1) inch diameter or other litter and wast products including other extraneous materials not conduto plant growth. Topsoil shall be stockpiled in sequence eliminate any rehandling or double movements by the c
- D. Clay cut and Clay fill with compaction within roadway an other structural fill areas.
- E. Clay Cut and Excavation of all lakes and waterways per including all treatments.
- F. Placement and compaction of clay to standards as required on the construction plans to the design subgrade elevation. The contractor will note that the elevations shown on the construction plans are finished grade elevations and that pavement thickness must be subtracted to determine surelevations. The contractor may obtain required clay fill from on-site excavation and on-site borrow excavation at directed by the Engineer, or Owner.
- G. Backfilling and compaction behind new curbs and gutte
- H. Movement and compaction of soil material from the

construction of underground utilities.

- Topsoil Placement to design finished grade elevations (minimum or as otherwise noted).
- J. If required, removal from site of all excess earth materia including excess utility trench spoil after final grading.
- 2. The quantities given in the Engineer's Bid Proposal for earth intended as a guide for the contractor in determining the sc of the completed project. It is the contractor's responsibility determine all material quantities and appraise himself of all conditions. The contract price submitted by the contractor be considered as lump sum for the complete project. No cl for extra work will be recognized unless ordered in writing be Engineer, and/or Owner.
- Proposed pavement areas and when applicable, building padriveways and sidewalks shall be excavated or filled to pluminus 0.1 foot of design subgrade elevations by the contrational structure in the structure of the structure in the structure of the structure in the structure of the
- The subgrade shall be free of unsuitable material and shall compacted to a minimum of ninety-five (95) percent of more proctor density. Testing for compaction shall be the response of the contractor.
- Upon completion of the surface improvements, the excavat respread a 6" layer of topsoil on all disturbed parkway, ber detention pond areas.
- 6. During construction operations, the contractor shall insure p site drainage at the conclusion of each day. Site drainage be achieved by ditching, pumping or any other method acc to the Engineer. The contractor's failure to provide the abo will preclude any possible added compensation requested delays or unsuitable materials created as a result thereof.
- 7. Whenever, during construction operations, any loose material deposited in the flow line of gutter, drainage structures, ditect., such that the natural flow line of water is obstructed, to loose material shall be removed at the close of each working At the conclusion of construction operations, all drainage so and flow lines shall be free from dirt and debris. This work be considered incidental to the contract.
- All disturbed areas within the right-of-way, parkways and de areas shall be seeded with I.D.O.T. CL. I mixture in accord the "Standard Specifications" unless otherwise noted on la plans and protected with Excelsior Erosion Blanket or equal
- 9. Soil erosion control specifications shall be considered as pathis section.
- 10. All earthwork and utility spoils to be hauled offsite shall be t by the contractor for disposal requirements.

UNDERGROUND

- Work under this section shall include trenching, installation of pipe, castings, structures, backfilling of trenches and comp
- All manholes and valve vaults shall be equipped with steps. Manholes will contain plastic coated steps per Precast Con-Manhole Detail at 16 inch centers.
- 3. All sewer and water main trenches beneath proposed or exit utilities, proposed or existing pavement, driveways, sidewa for a distance of two feet on either side of same, and/or whelse shown on the construction plan shall be backfilled with aggregate backfill (CA-6) and thoroughly compacted in account with the State Specifications.

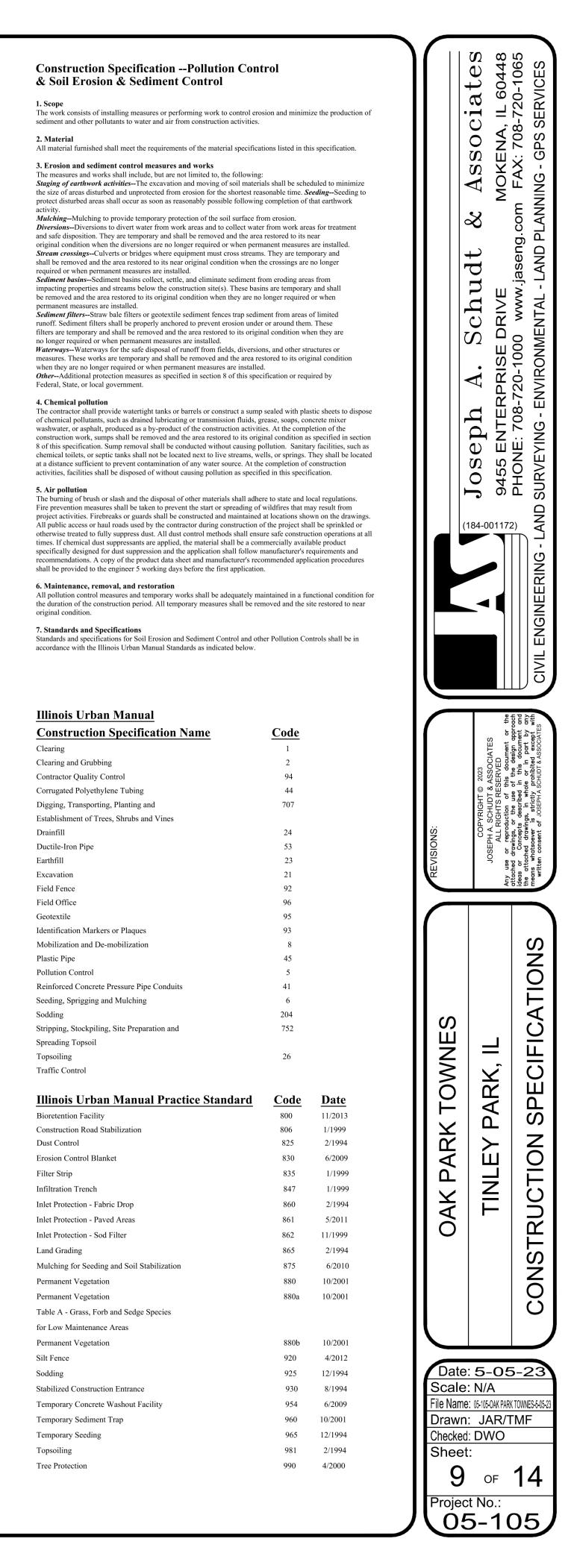
l during the be om	4.	All structure sections, adjusting rings and frames shall be securely sealed to each other or to the cone section or top barrel section of the manhole using resilient, flexible, non-hardening, preformed, bituminous mastic (RAM-NEK, or Approved Equal). This mastic shall be applied in such a manner that no surface water or ground water inflow can enter the manhole through gaps between barrel sections
n his		or cone sections and adjusting rings. (ASTM C-478 STRUCTURES)
vner. otified	5.	The underground contractor shall stock pile all utility spoil in an area designated by the Engineer or Owner. This work shall be considered incidental to the contract. If authorized to do so, the underground contractor shall level out and disburse all utility spoil or remove it from the site. If no Earthwork Contract is awarded for this project, the underground contractor shall be responsible for removal of all excess Utility Spoil from the site. This work shall be considered incidental to the contract.
the	6.	The construction will be observed by the Owners Engineer. All work shall conform to the requirements of the Municipality as well as the Standard Specifications. No watermain valves or B-Boxes shall be turned or operated by anyone other than Village employees.
ees ea.	7.	The contractor shall provide the Engineer and the Municipality, and/ or the Governing Agency, with prints and/or legible Mylar Record Drawings of all field tiles, cleanouts, wyes, service stubs, B-Boxes,
wner e stones aste iductive	8.	and underdrains as required. Separation between water mains and sewers must be maintained in accordance with Section 41-2.01B, C, & D of the "Standard Specifications". For storm sewer pipes that cross water mains, the storm sewer must be constructed of low head pressure pipe meeting ASTM C-443. The flexible "O" ring utilized in the type of joint must be properly seated to insure water-tightness.
ice to e contractor. and all er plan	9.	Watermain and fittings shall be ductile iron pipe, Class 52 (AWWA C-151) with interior cement mortar lining and outside seal coating (AWWA C-104). The ductile iron pipe, fittings, and appurtenances shall be encased in polywrap according to AWWA C-105. Joints shall be push on type, Clow Company "Super Bell-Tite" or approved equal. Minimum cover from finished grade to top of watermain shall be 5 feet 6 inches.
quired ations. he nat	10.	Valves shall be Mueller, Clow, or approved equal, mechanical joint, resilient wedge seat, cast iron, bronze mounted, o-ring seal, bronze non-rising stem, gate valve. All valves shall be rated for 300 PSI test pressure and 150 PSI working pressure.
subgrade II I as	11.	All watermains shall be bedded with compacted, granular CA-7 materials, minimum thickness equal to 1/4 the outside diameter of the pipe, but not less than 6". Trench backfill for watermains shall be CA-7 with the top 12 inches CA-6.
ters.	12.	All bends in the watermain of 10 degrees or greater shall be installed with thrust blocking or as directed by project Engineer per standard detail.
(6" ial	13.	Valve boxes shall be good quality cast iron and made in sections, diameter as specified on the plans, with appropriate lids (see construction standards sheet). Lids shall be imprinted "Water", and "Village of Tinley Park".
rthwork is scope lity to	14.	Valve basins shall be of precast concrete per ASTM C-478 with bituminous mastic joints, 48 inch inside diameter with Type 1 frame and closed lid marked "Water", and "Village of Tinley Park".
all site or shall o claims g by the	15.	All watermains shall be subjected to a pressure test upon completion and prior to acceptance. Installation of watermains shall conform to AWWA Section C-600-77. Hydrostatic pressure test and leakage test shall be based on the Municipality's requirements. The procedure for watermain disinfection shall conform to AWWA Section C-651-86.
pads, lus or ractor. all be	16.	All system valves shall be opened fully once the water mains have been tested completely. This system will be checked by the Municipality's Fire Department for adequate fire flows as soon as possible after the water mains are completed.
odified oonsibility	17.	All hydrants shall be of the compression or gate type, as manufactured by EJIW, 5BR-250.
ator shall erm, and	18.	All floor drains shall be connected to the sanitary sewer and all downspouts and footing drains shall discharge into storm sewer or onto the ground.
e positive	19.	Curb inlets are to be EJIW 1050Z1, or as indicated on the plans.
je may cceptable bove ed due to f. erial is litches, , this	20.	Rigid Sanitary Sewers and Storm Sewers shall be installed on Class B bedding, 1/4" to 1" in size, with a minimum thickness equal to that identified on the appropriate sewer section indicated on the detail sheet. Blocking of any kind for grade is not permitted. Bedding material shall conform to the requirements of ASTM C-33 for soundness and CA-7 for gradation. Cost for bedding shall be merged with unit price bid for the sewer.
king day. e structures rk shall detention	21.	Where flexible pipe is used, the pipe shall be installed on Class I Bedding and additional backfill extending to 12" over the pipe. Backfilling shall be in accordance with ASTM 2321. A deflection test shall be required by using a Rigid Ball or Mandrel as required in accordance with ASTM D-3034. A 95% Mandrel is
rdance with landscape ual. part of	22.	required and will not be used prior to 45 days after backfilling. 'Band-Seal' or similar flexible type couplings shall be used when connecting sewer pipes of dissimilar materials. When connecting to an existing sanitary sewer by means other than an existing
e tested	23	wye or manhole, contractor shall use a 'sewer-tap' and hub-wye or hub-tee saddle. All Sewer Main connections to an existing sanitary sewer main shall
	23.	be with a manhole.
n of ipaction. s. oncrete	24.	Sanitary sewers shall be PVC SDR 26 (ASTM 3034) with rubber gasketed joints (ASTM D-3212) and shall be installed according to the requirements of Uni-B-79. Only Class I bedding material shall be allowed according to the requirements of ASTM D-2321. Connection to the existing sanitary manhole shall be completed by removing a portion of the existing main and connecting the manhole utilizing PVC SDR 26 (ASTM 3034) pipe and a mission coupling. A "doghouse-style" manhole is not allowed. The manhole shall be provided with flexible manhole sleeves for the PVC pipe connection. Sanitary sewers, where indicated as ductile iron, shall be AWWA C151, Class 52 with cement lining (AWWA C104) and rubber push on joints (AWWA C110).
existing /alks and /herever	25.	All sanitary sewer manholes shall have eccentric cones; cone openings shall be centered over the outlet pipe. All precast structures to be as per ASTM C-478.
ith course ccordance	26.	Sanitary sewer manholes shall be 4'-0" diameter precast structures.
		Manholes shall also include the appropriate frame and sealed lids.

PAVING, CURB & WALKS

- Work under this section shall include final subgrade shaping and preparation, forming, placement of roadway base course materials and subsequent binder and/or surface courses, finishing and curing of concrete, final clean-up and all related work.
- 2. The proposed pavement shall consist of the subgrade course (as specified) base course, HMA Bituminous Binder Course (IL-19.0, N50), and HMA Bituminous Surface Course, (Mix D, N50), or the thickness and materials as specified on the construction plans. Prime coat material shall be bituminous M.C. 30. Unless shown as a bid item, prime coat shall be considered as incidental to the cost of the contract. All pavement shall be constructed in accordance with the I.D.O.T. "Standard Specifications for Road and Bridge Construction", current edition.
- 3. Sidewalks and curb shall be of the type as detailed in the construction plans shall consist of Portland Cement Concrete with air entrainment of not less than five percent (5%) or more than eight percent (8%). Concrete shall be a minimum six (6) bag mix and shall develop a minimum of 3,500 PSI compressive strength at fourteen (14) days. All concrete shall be broom finished.
- 4. Curing and protection shall be in accordance with article 606 of the "Standard Specifications", current edition.
- 5. All damaged areas in the binder, base or curb shall be repaired to the satisfaction of the Engineer and Village Engineer prior to laying the surface course. The paving contractor shall provide whatever equipment and manpower necessary including the use of power brooms if required by the Engineer to prepare the pavement for application of the surface course. Equipment and manpower for cleaning shall be considered as incidental to the cost of the contract. Prime coat for the binder course shall also be considered as incidental to the cost of the binder at a rate of 0.05 gallons per square yard.
- 6. 3/4" thick Premoulded Fibre Expansion Joints with 3/4" x 13" plain round, steel dowel bars shall be installed at fifty (50) foot intervals and at all P.C.'S, P.T.'S, and curb returns. Alternated ends of the dowel bars shall be greased and fitted with metal expansion tubes. Contraction joints shall be provided at twenty-five (25) foot intervals in the curb. The cost of these joints shall be considered as incidental to the cost of the contract. Expansion joints shall be placed near all curb inlets.
- 7. Backfilling of curbs or pavement shall be the responsibility of the earthwork contractor.
- 8. Curbs shall be depressed at locations where public walks/pedestrian paths intersect curb line at street intersections and other locations as directed, in accordance with Americans with Disabilities Act (ADA) requirements.
- Two (2) coats of concrete sealer in conformance with the Standard Specifications shall be applied to exposed concrete surfaces, cost of which shall be incidental to the cost of the contract.
- 10. It shall be the responsibility of the contractor to remove from the site any and all materials and debris which result from his construction operations at no additional expense to the Owner.
- 11. The paving contractor shall be responsible for providing all coring, testing, and pavement evaluation as required by the Municipality for acceptance at his own expense. The contractor shall include this as a separate bid item or else it will be assumed that this cost has been figured into the unit prices for the paving items. All testing results shall be made available to the Municipality for review.
- Concrete sidewalks shall have two (2) #4 Rebar, 10 foot in length, centered over all utility crossings. Expansion joints shall be provided in the concrete sidewalks at 50 foot intervals. Concrete walks shall be seven (7) inches thick at all driveway crossings.

SEDIMENTATION & EROSION CONTROL

- 1. All storm water runoff is to be directed to catch basins with proper sumps. Drainage Structure Inlet Filter Devices shall be placed in the catch basins, inlets, or manholes, so as to filter and contain any and all soil and debris.
- 2. When storm water is to be routed through existing or proposed detention basins, they are to be constructed immediately upon commencement of the project. Basins will be properly over excavated so as to provide sufficient volume for debris and settlement. If the drainage is in an existing basin, the upstream project will be properly protected so as to prevent siltation of the downstream basin.
- 3. All catch basins, sumps and/or retention basins are to be cleaned at the end of the project prior to final acceptance. Cleaning may also be required during the course of the construction of the project if it is determined that the silt and debris traps are not properly functioning and their performance is impaired.
- 4. Unless soil erosion control items are specifically referred to as bid items (such as topsoil respread, seeding, etc.), they are to be considered as incidental to the cost of the contract.
- 5. Soil erosion control measures in accordance with the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois", current edition, shall be followed at the discretion of the Municipality.
- Any soil erosion control measures in addition to those outlined in these plans and which are deemed necessary by the Engineer, shall be implemented immediately by the contractor.
- 7. Seeding shall conform to section 250 of the "Standard Specifications".



1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING,	<u>PIPE MATERIAL</u> VITRIFIED CLAY PIPE
EXCEPT AS MODIFIED HEREIN OR ON THE PLANS: * STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY	REINFORCED CONCRETE SEWER
SEWER AND WATER MAIN CONSTRUCTION:	CAST IRON SOIL PIPE
* STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION; * VILLAGE OF MUNICIPAL CODE;	DUCTILE IRON PIPE
 * THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) WATERSHED MANAGEMENT ORDINANCE AND TECHNICAL GUIDANCE MANUAL; * IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION. 	Polyvinyl Chloride (PVC) Pipe 6-Inch to 15-Inch diameter S 18-Inch to 27-Inch diameter I
<u>B. NOTIFICATIONS</u> 1. THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055).	HIGH DENSITY POLYETHYLENE (H WATER MAIN QUALITY PVC 4-INCH TO 36-INCH
2. THE VILLAGE OF TINLEY PARK ENGINEERING DEPARTMENT AND PUBLIC MUST BE NOTIFIED AT LEAST 24 HOUF PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK. CONTRACTOR SHALL DETERMINE ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR EACH WORK PHASE.	THE FOLLOWING MATERIALS ARE
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED. CALL J.U.L.I.E. AT 1-800-892-0123.	APPROVAL PRIOR TO PERMIT ISSI THE PIPE MATERIAL BELOW IS US PIPE MATERIAL
C. GENERAL NOTES	POLYPROPYLENE (PP) PIPE
1. ALL ELEVATIONS SHOWN ON PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). CONVERSION FACTOR IS 0 FT.	12-INCH TO 24-INCH DOUBLE WAI
2. MWRD, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.	30-INCH TO 60-INCH TRIPLE WAL
 THE CONTRACTOR(S) SHALL INDEMNIFY THE OWNER, ENGINEER, MUNICIPALITY, MWRD, AND THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT. 	8. ALL SANITARY SEWER CONSTR
4. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY MWRD AND THE MUNICIPALITY UNLESS CHANGES ARE APPROVED BY MWRD, THE MUNICIPALITY, OR AUTHORIZED AGENT. THE CONSTRUCTION DETAILS, AS PRESENTED ON THE PLANS, MUST BE FOLLOWED. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS	REQUIRES STONE BEDDING W TO ¼ THE OUTSIDE DIAMETER THAN EIGHT (8) INCHES. MATE ABOVE THE TOP OF THE PIPE
INDICATED ON THE PLANS.	9. NON-SHEAR FLEXIBLE-TYPE CC OF DISSIMILAR PIPE MATERIAL
 THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING THE CONSTRUCTION OPERATIONS. ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS 	10. ALL MANHOLES SHALL BE PRO CONSTRUCTED WITH A CONC CAST INTO THE LID.
 ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAT, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY, MWRD, AND OWNER. 	11. WHEN CONNECTING TO AN EX AN EXISTING MANHOLE, ONE a) A CIRCULAR SAW-CUT OF AND PROPER INSTALLAT
8. THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.	b) REMOVE AN ENTIRE SECT A WYE OR TEE BRANCH S c) WITH PIPE CUTTER, NEAT OF PROPER FITTING, USI
 9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION. 10. RECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED. ALL WYES OR BENDS SHALL BE LOCATED FROM THE DOWNSTREAM MANHOLE. ALL VALVES, B-BOXES, TEES OR BENDS SHALL BE TIED TO A FIRE HYDRANT. D. SANITARY SEWER 	12. WHENEVER A SANITARY/COM DISTANCE FROM THE TOP OF FURTHERMORE, A MINIMUM H SEWERS AND WATERMAINS S TRENCH, KEEPING A MINIMUM TRENCH WITH THE WATERMA EARTH, KEEPING A MINIMUM DISTANCES DESCRIBED CANN THE SEWER SHALL BE CONST
1. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND	
SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWERS. 2. A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE DOWNSTREAM SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO COMMENCING ANY SEWER CONSTRUCTION. THE PLUG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR MWRD AFTER THE SEWERS HAVE BEEN	 ALL EXISTING SEPTIC SYSTEM GRANULAR MATERIAL OR REM ALL SANITARY MANHOLES, (A MINIMUM INSIDE DIAMETER (
TESTED AND ACCEPTED. 3. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY OR MWRD.	CONCRETE. 15. ALL SANITARY MANHOLES, (A PRECAST "RUBBER BOOTS" TH SECTIONS SHALL CONSIST OF
4. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS	16. ALL ABANDONED SANITARY S
5. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM.	NON-SHRINK CONCRETE OR M
 6. ALL DOWNSPOUTS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM. 7. ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING: 	17. EXCEPT FOR FOUNDATION/FC ASSOCIATED WITH VOLUME C PIPES ARE NOT ALLOWED TO SEWERS, OR STORM SEWERS CONSTRUCTION OF NEW FAC PERFORATED PIPES ENCOUNT SHALL NOT BE CONNECTED TO TO COMBINED SEWERS.
	18. A BACKFLOW PREVENTER IS F REQUIRED BACKFLOW PREVER OWNER TO ENSURE PROPER O ENSURE FUNCTIONALITY. IN TRIBUTARY TO COMBINED SE SEWAGE TAKES PLACE WITHIN

	PIPE SPECIFICATIONS	JOINT SPECIFICATIONS
	ASTM C-700	ASTM C-425
	ASTM C-76	ASTM C-443
	ASTM A-74	ASTM C-564
	ANSI A21.51	ANSI A21.11
46	ASTM D-3034 ASTM F-679	ASTM D-3212 ASTM D-3212
	ASTM D-3350 ASTM D-3035	ASTM D-3261,F-2620 (HEAT FUSION) ASTM D-3212,F-477 (GASKETED)
	ASTM D-2241 AWWA C900 AWWA C905	ASTM D-3139 ASTM D-3139 ASTM D-3139

ARE ALLOWED ON A QUALIFIED BASIS SUBJECT TO DISTRICT REVIEW AND ISSUANCE. A SPECIAL CONDITION WILL BE ADDED TO THE PERMIT WHEN S USED FOR SEWER CONSTRUCTION OR A CONNECTION IS MADE.

PIPE SPECIFICATIONS	JOINT SPECIFICATIONS
ASTM F-2736	D-3212, F-477
ASTM F-2764	D3212, F-477

STRUCTION (AND STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS), G WITH STONE 1/4 " TO 1" IN SIZE, WITH MINIMUM BEDDING THICKNESS EQUAL TER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE IATERIAL SHALL BE CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" PE WHEN USING PVC.

COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES

PROVIDED WITH BOLTED, WATERTIGHT COVERS. SANITARY LIDS SHALL BE INCEALED PICKHOLE AND WATERTIGHT GASKET WITH THE WORD "SANITARY"

N EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR DNE OF THE FOLLOWING METHODS SHALL BE USED: OF SEWER MAIN BY PROPER TOOLS ("SHEWER-TAP" MACHINE OR SIMILAR)

ATION OF HUBWYE SADDLE OR HUB-TEE SADDLE. ECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH CH SECTION.

IEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION USING "BAND SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.

OMBINED SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES. IM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED S SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE MUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME (MAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED UM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL ANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, STRUCTED TO WATER MAIN STANDARDS OR IT SHALL BE ENCASED WITH A RRIER PIPE WITH THE ENDS SEALED.

TEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH REMOVED.

(AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE A R OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED

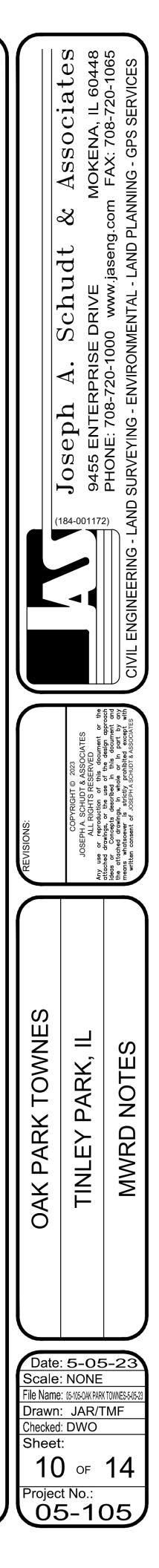
, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE " THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONNECTIONS. PRECAST " OF MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS.

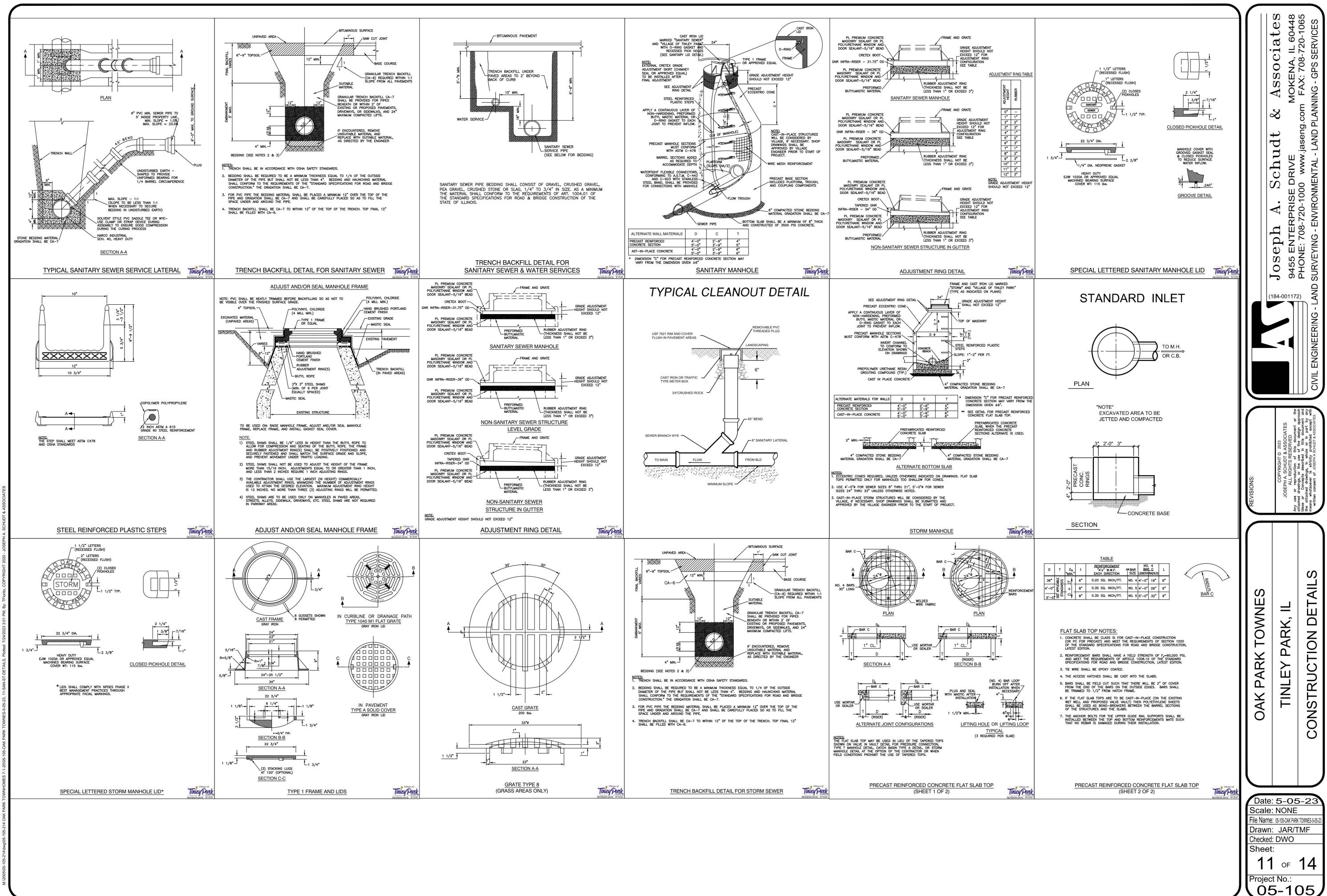
Y SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG R MORTAR PLUG.

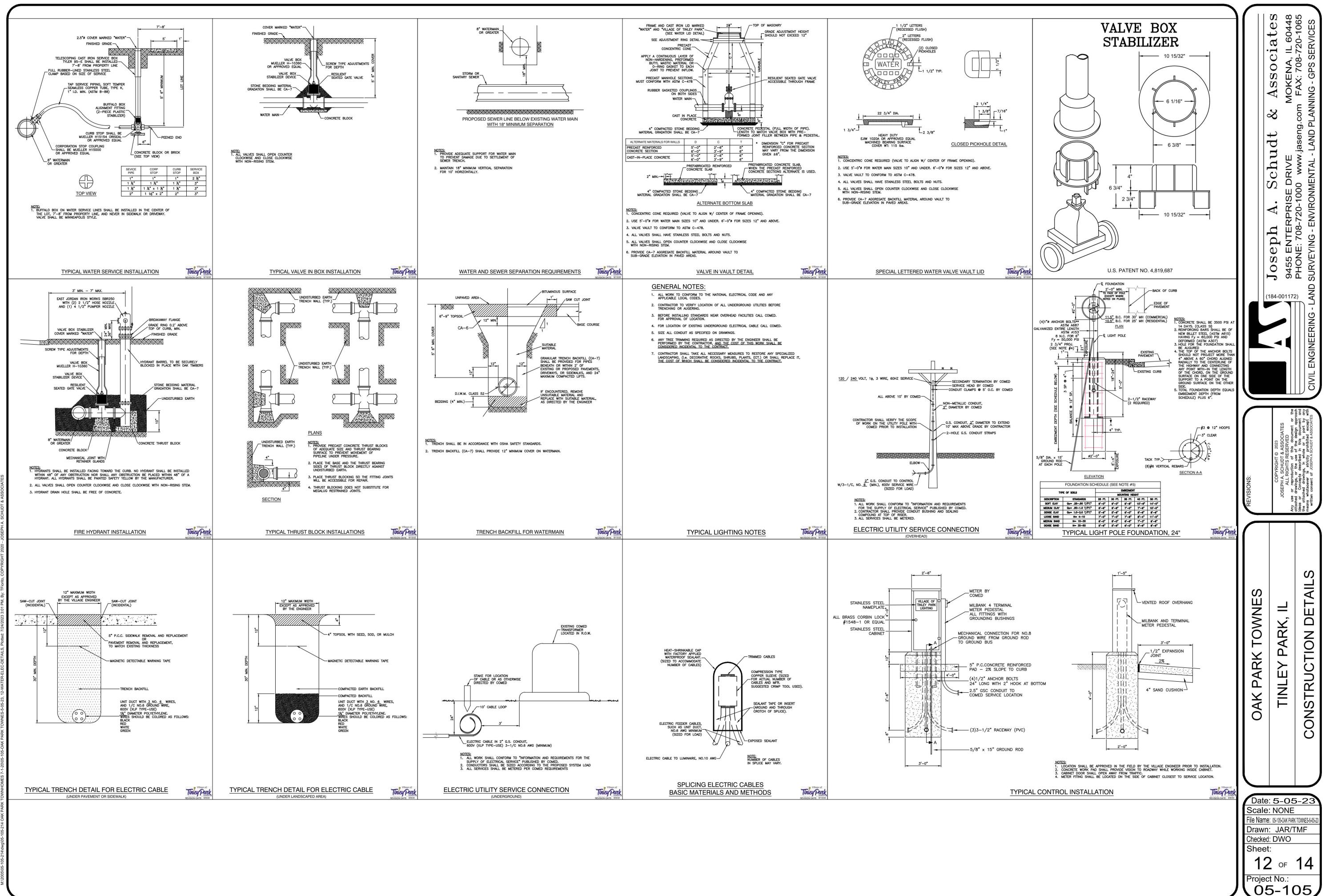
/FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS, OR PERFORATED PIPES IE CONTROL FACILITIES, DRAIN TILES/FIELD TILES/UNDERDRAINS/PERFORATED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY ERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. FACILITIES OF THIS TYPE IS PROHIBITED; AND ALL EXISTING DRAIN TILES AND JNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND D TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY

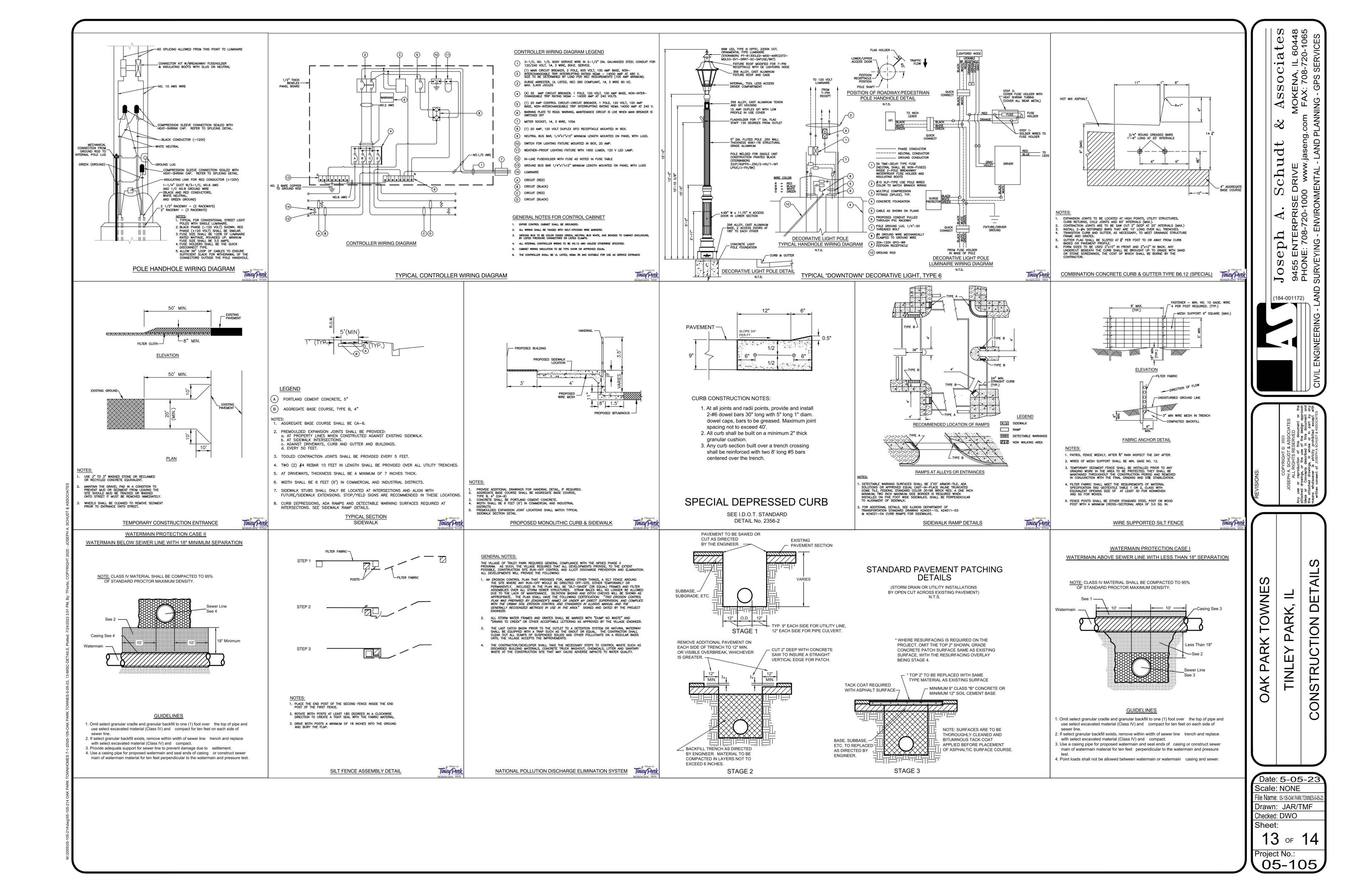
IS REQUIRED FOR ALL DETENTION BASINS TRIBUTARY TO COMBINED SEWERS. EVENTERS SHALL BE INSPECTED AND EXERCISED ANNUALLY BY THE PROPERTY ER OPERATION, AND ANY NECESSARY MAINTENANCES SHALL BE PERFORMED TO IN THE EVENT OF A SEWER SURCHARGE INTO AN OPEN DETENTION BASIN SEWERS, THE PERMITTEE SHALL ENSURE THAT CLEAN UP AND WASH OUT OF ITIN 48 HOURS OF THE STORM EVENT. E. EROSION AND SEDIMENT CONTROL

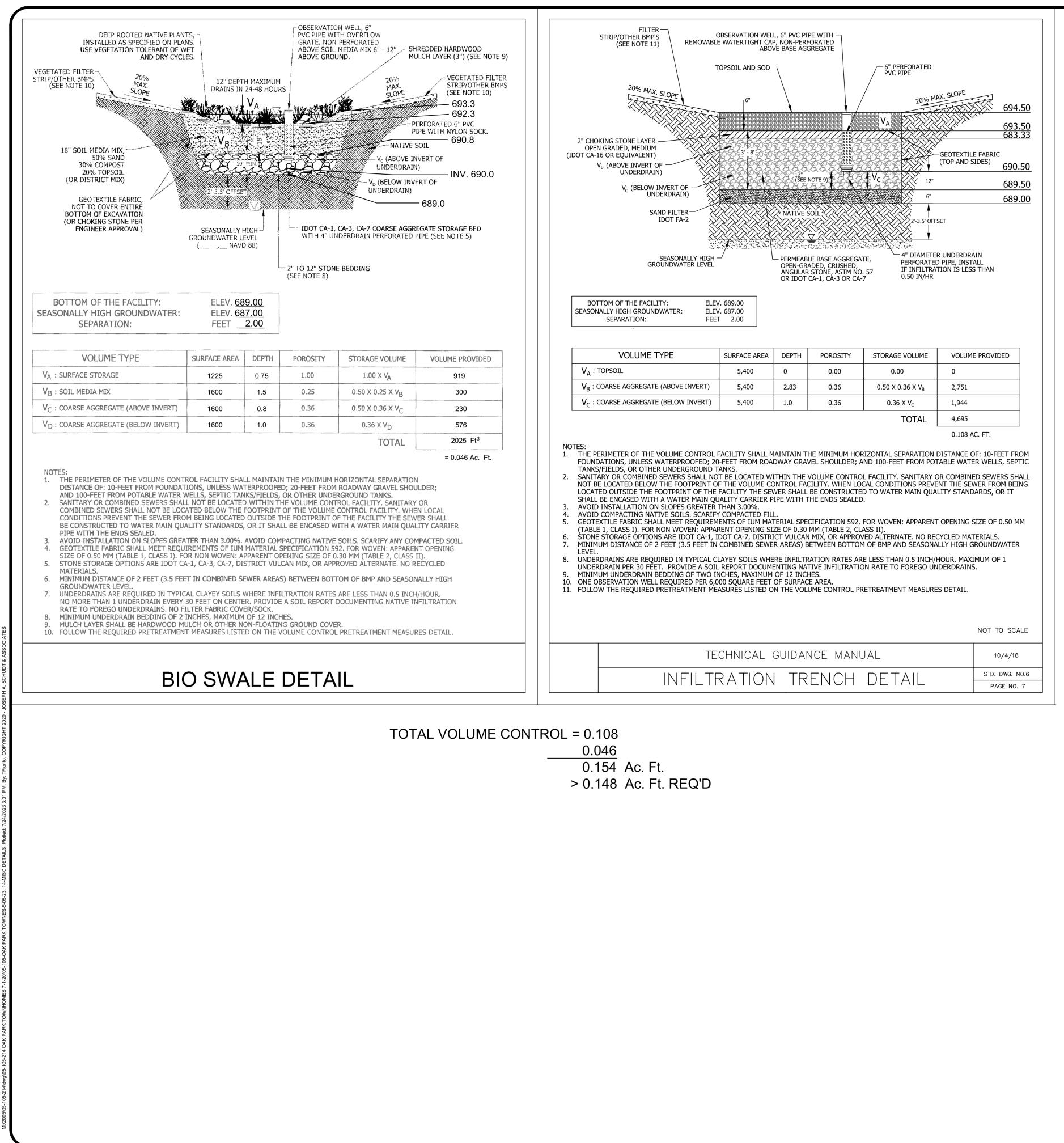
- 1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN.
- 2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL PRIOR TO HYDROLOGIC DISTURBANCE OF THE SITE.
- 3. ALL DESIGN CRITERIA, SPECIFICATIONS, AND INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL.
- 4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- 5. INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
 a) UPON COMPLETION OF INITIAL EROSION AND SEDIMENT CONTROL MEASURES, PRIOR TO ANY SOIL DISTURBANCE.
 b) ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.
- 6. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE CO-PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.
- 7. A STABILIZED MAT OF CRUSHED STONE MEETING THE STANDARDS OF THE ILLINOIS URBAN MANUAL SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
- 8. CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND SHALL BE INSTALLED PRIOR TO ANY ON SITE CONSTRUCTION ACTIVITIES INVOLVING CONCRETE.
- 9. MORTAR WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ADDITION TO CONCRETE WASHOUT FACILITIES FOR ANY BRICK AND MORTAR BUILDING ENVELOPE CONSTRUCTION ACTIVITIES.
- 10. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN. VOLUME CONTROL FACILITIES SHALL NOT BE USED AS TEMPORARY SEDIMENT BASINS.
- 12. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) DAYS.
- 13. ALL FLOOD PROTECTION AREAS AND VOLUME CONTROL FACILITIES SHALL, AT A MINIMUM, BE PROTECTED WITH A DOUBLE-ROW OF SILT FENCE (OR EQUIVALENT).
- 14. VOLUME CONTROL FACILITIES SHALL NOT BE CONSTRUCTED UNTIL ALL OF THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
- 15. SOIL STOCKPILES SHALL, AT A MINIMUM, BE PROTECTED WITH PERIMETER SEDIMENT CONTROLS. SOIL STOCKPILES SHALL NOT BE PLACED IN FLOOD PROTECTION AREAS OR THEIR BUFFERS.
- 16. EARTHEN EMBANKMENT SIDE SLOPES SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL BLANKET.
- 17. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY APPROPRIATE SEDIMENT CONTROL MEASURES.
- 18. THE CONTRACTOR SHALL EITHER REMOVE OR REPLACE ANY EXISTING DRAIN TILES AND INCORPORATE THEM INTO THE DRAINAGE PLAN FOR THE DEVELOPMENT. DRAIN TILES CANNOT BE TRIBUTARY TO A SANITARY OR COMBINED SEWER. DRAIN TILES ALLOWED IN COMBINED SEWER AREA FOR GREEN INFRASTRUCTURE PRACTICES.
- 19. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE SITE INSPECTOR MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.
- 20. THE CONTRCTOR SHALL BE RESPONSIBLE FOR TRENCH DEWATERING AND EXCAVATION FOR THE INSTALLATION OF SANITARY SEWERS, STORM SEWERS, WATERMAINS AS WELL AS THEIR SERVICES AND OTHER APPURTENANCES. ANY TRENCH DEWATERING, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO A SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPSLOPE AREA. SEDIMENT LADEN WATERS SHALL NOT BE DISCHARGE TO WATERWAYS, FLOOD PROTECTION AREAS OR THE COMBINED SEWER SYSTEM.
- 21. ALL PERMANENT EROSION CONTROL PRACTICES SHALL BE INITIATED WITHIN SEVEN (7) DAYS FOLLOWING THE COMPLETION OF SOIL DISTURBING ACTIVITIES.
- 22. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED ON A YEAR-ROUND BASIS DURING CONSTRUCTION AND ANY PERIODS OF CONSTRUCTION SHUTDOWN UNTIL PERMANENT STABILIZATION IS ACHIEVED.
- 23. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER PERMANENT SITE STABILIZATION.
- 24. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, SITE INSPECTOR, OR MWRD.

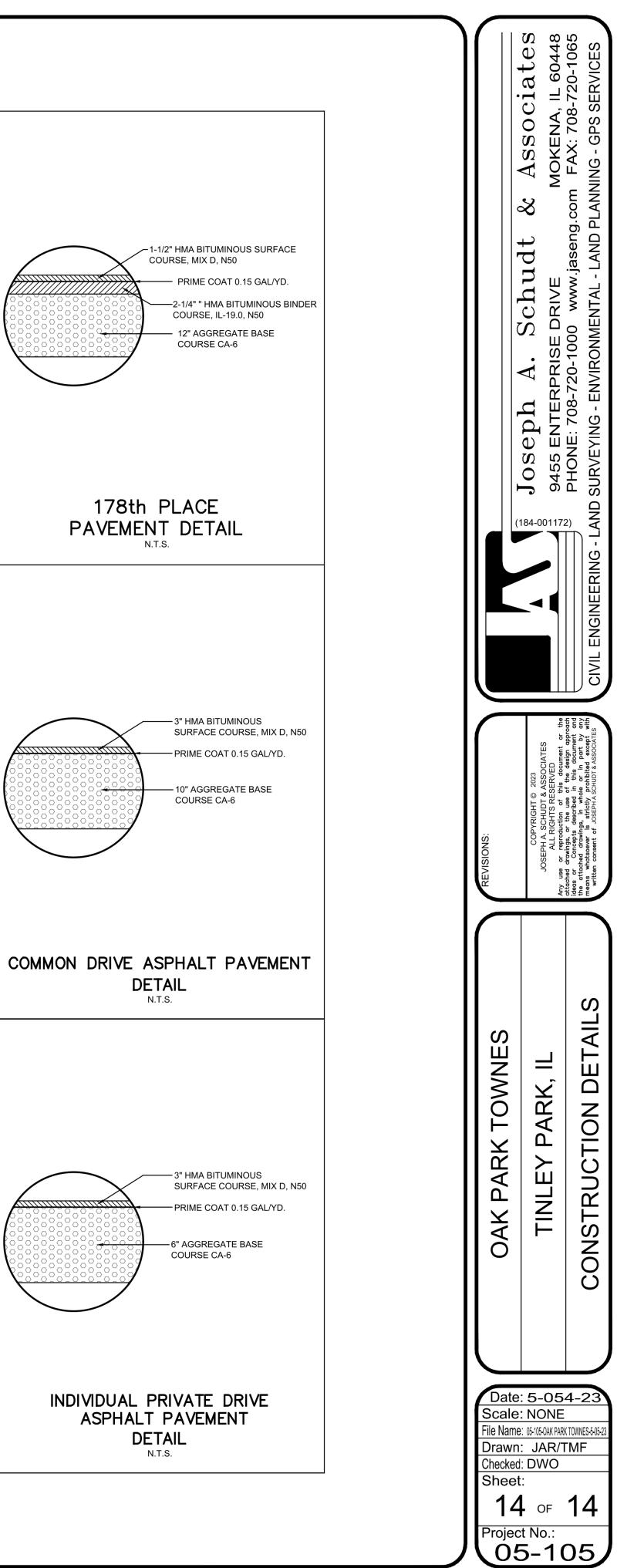


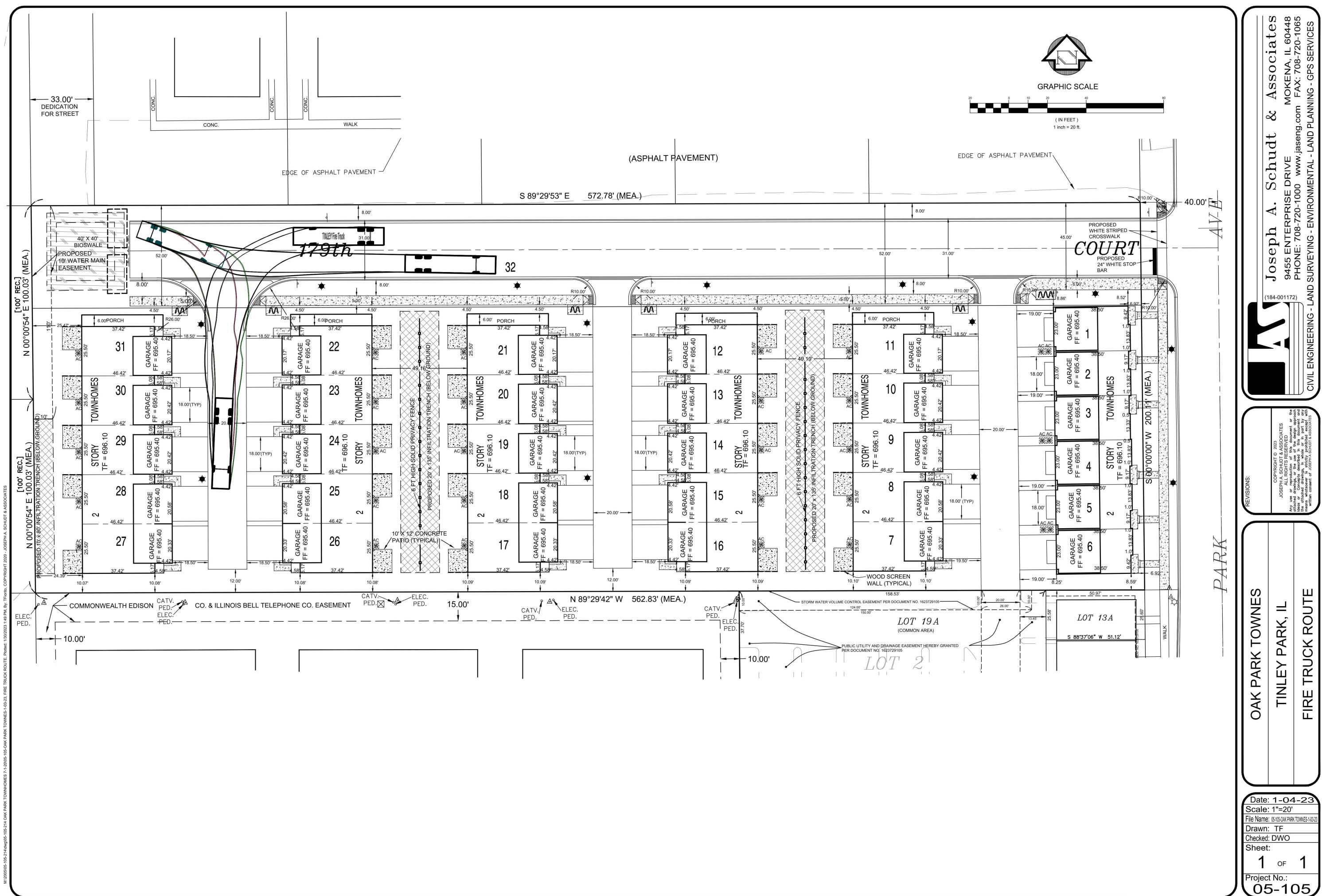




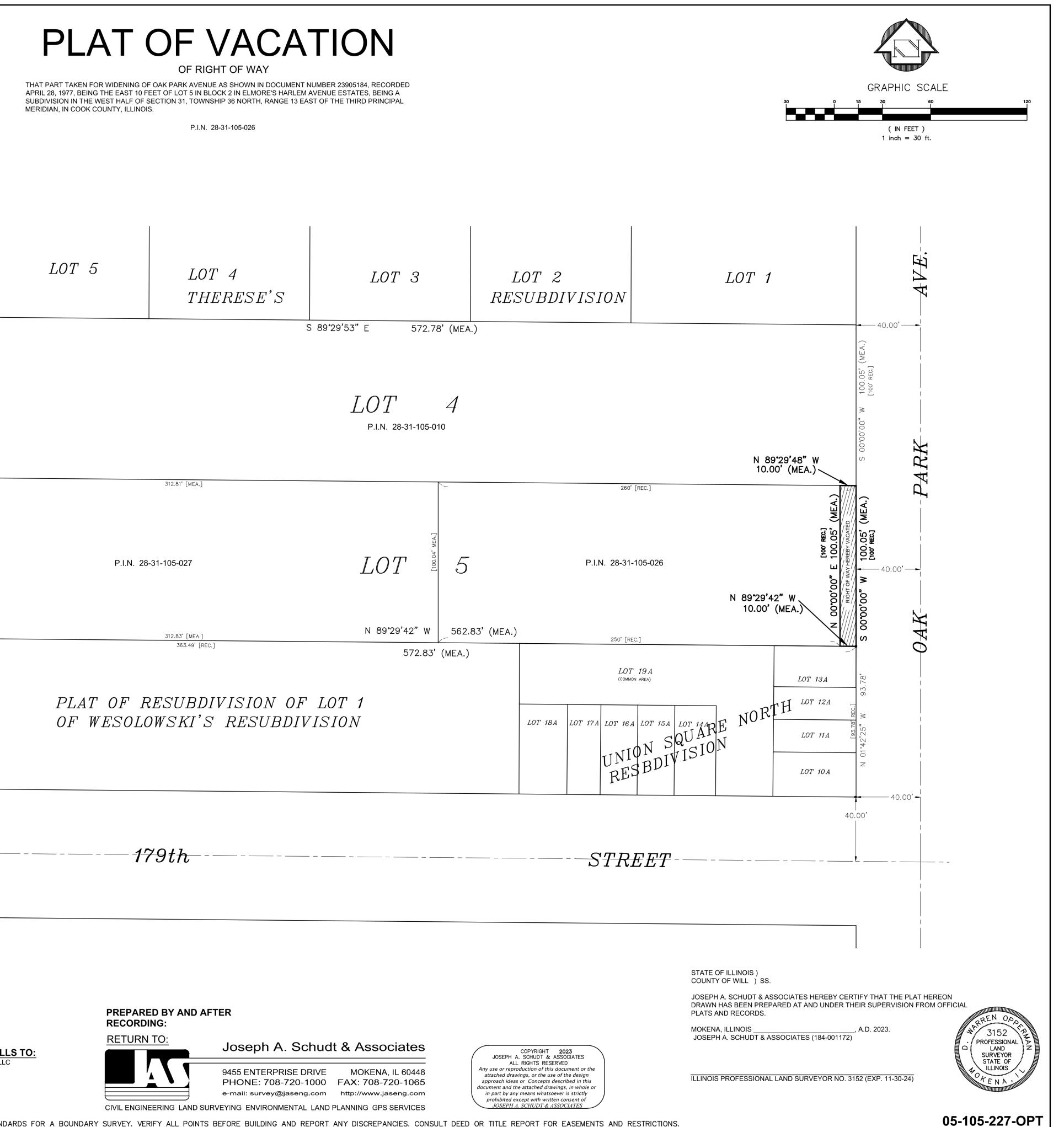


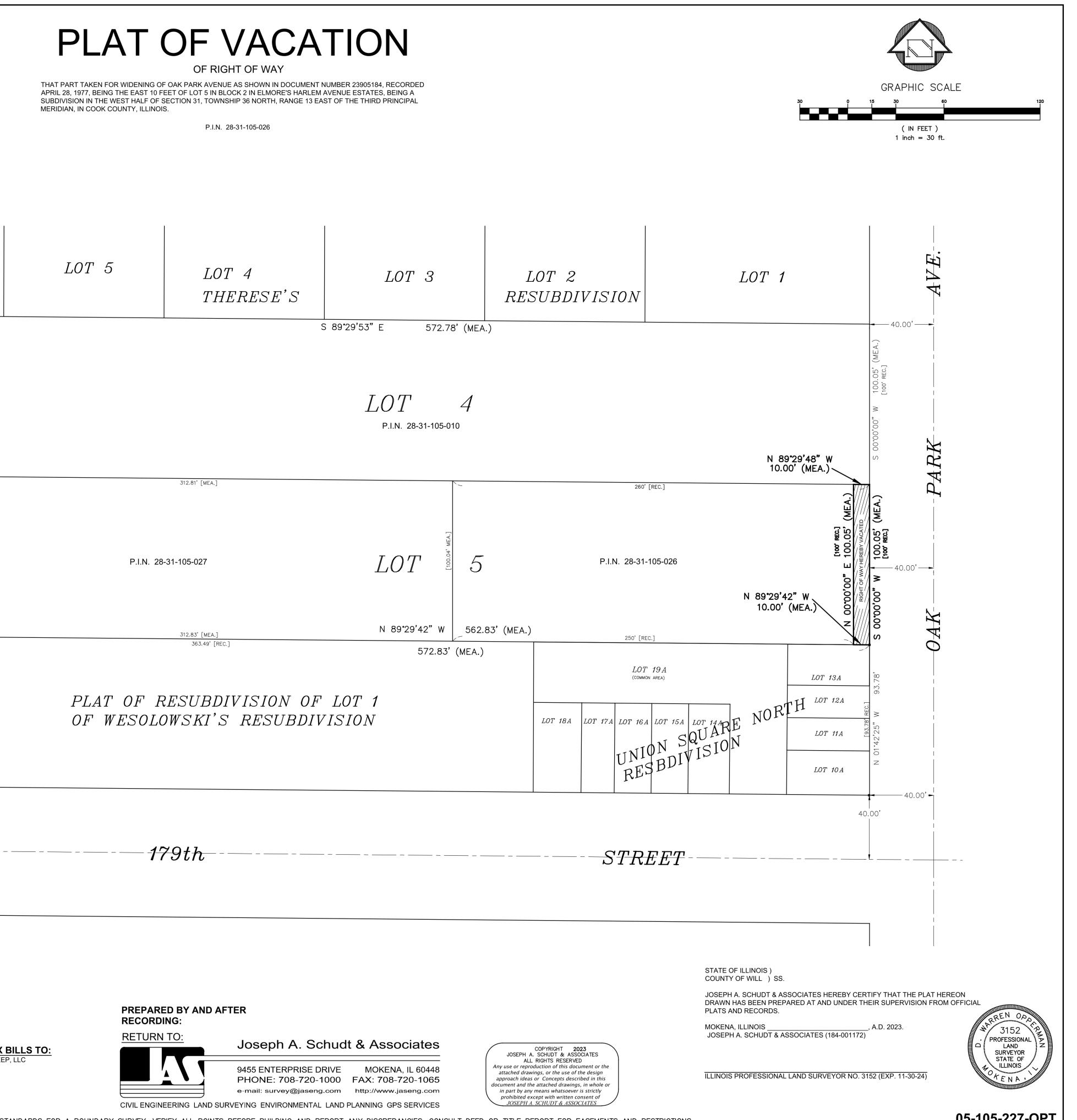




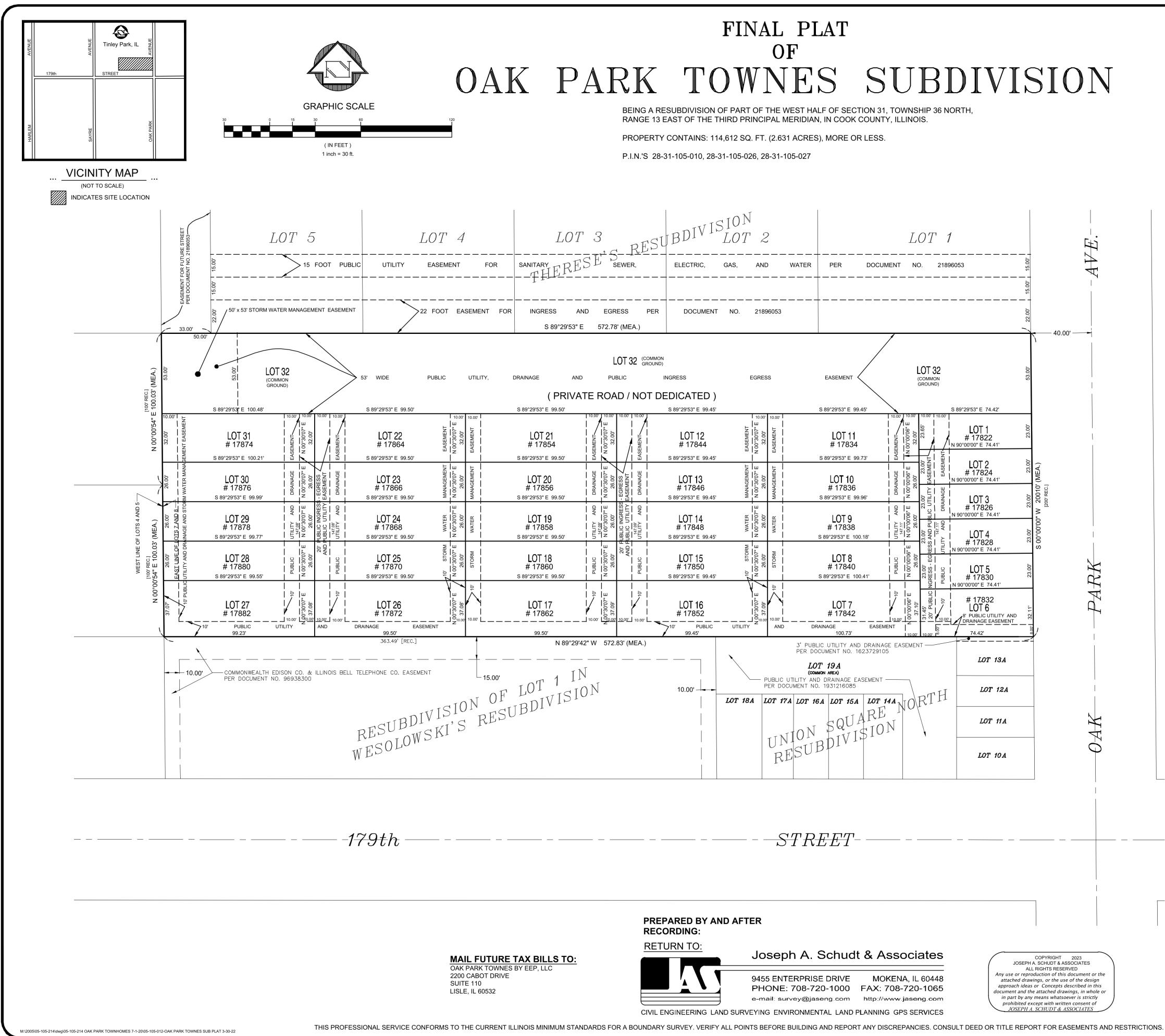


STATE OF ILLINOIS S COUNTY OF COOK SS OAK PARK TOWNES BY EEP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE HEREON DESCRIBED PROPERTY AND THAT IT, AS SUCH OWNER, HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED WITH THE DEDICATIONS AND EASEMENTS AS SHOWN ON THE HEREON DRAWN PLAT.		
DATED THISDAY OF, A.D. 2023.		
OAK PARK TOWNES BY EEP, LLC 2200 CABOT DRIVE SUITE 110 LISLE, IL 60532		
BY:		
TITLE:		
		DEDICATED FOR
	LOT 10	CATE
		DEDIG
STATE OF ILLINOIS SS		
I,, A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT, OF OAK PARK TOWNES BY EEP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID 17822 OAK PARK, INC.		í
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF A.D. 2023.		A.) REC.]
NOTARY PUBLIC	LOT 9	(MEA.)
MY COMMISSION EXPIRES:		200.06' ([100.03' MEA.]
		200.C [100.03'
VILLAGE BOARD APPROVAL		ш
STATE OF ILLINOIS)		RE(
COUNTY OF COOK) SS APPROVED AND ACCEPTED BY THE MAYOR AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK,		00°00'54
ILLINOIS, AT A MEETING HELD ON DAY OF, A.D. 2023.		N 0C
BY:	LOT 8	[10]
MAYOR		
BY: VILLAGE CLERK		`\
VILLAGE CLERK		
VILLAGE CLERK		
VILLAGE CLERK	LOT 7	/ REC.]
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING	LOT 7	[93.57' REC.]
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON.	LOT 7	[93.57' REC.]
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON.	LOT 7	[93.57' REC.]
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57' REC.]
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93:57, KEC.]
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57
VILLAGE CLERK VILLAGE CLERK I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE PROPERTY DESCRIBED HEREON. DATED THIS DAY OF, A.D. 2023.	LOT 7	[93.57





THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. VERIFY ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCIES. CONSULT DEED OR TITLE REPORT FOR EASEMENTS AND RESTRICTIONS.



		ADDRESS
<u>LOT</u> #		OAK PARK AVENUE
1	1736 S.F.	17822
2	1712 S.F.	17824
3	1712 S.F.	17826
4	1712 S.F.	17828
5	1712 S.F.	17830
6	2365 S.F.	17832
7 8	3731 S.F.	17834
8 9	2608 S.F.	17836
	2602 S.F.	17838
10 11	2596 S.F. 3187 S.F.	17840 17842
12	3187 S.F. 3182 S.F.	17844
12	2586 S.F.	17846
13	2586 S.F. 2586 S.F.	17848
14	2586 S.F. 2586 S.F.	17850
16	3689 S.F.	17852
10	3691 S.F.	17854
18	2587 S.F.	17856
10	2587 S.F.	17858
20	2587 S.F.	17860
21	3184 S.F.	17862
22	3184 S.F.	17864
23	2587 S.F.	17866
24	2587 S.F.	17868
25	2587 S.F.	17870
26	3690 S.F.	17872
27	3685 S.F.	17874
28	2591 S.F.	17876
29	2597 S.F.	17878
30	2603 S.F.	17880
31	3211 S.F.	17882
32	30,358 S.F.	

NOTE:

LOT 32 SHALL INCLUDE EASEMENT PROVISIONS FOR VILLAGE OF TINLEY PARK MUNICIPAL UTILITIES, COMED, NICOR, AT&T, AND AUTHORIZED CABLE T.V. PROVIDER. SEE SHEET 2 OF 2 FOR EASEMENT PROVISIONS.

> 5-05-23 3-31-22 SHEET 1 OF 2 05-105-012-OPT

Easement Provisions

An easement for serving the subdivision and other property with electric and communications service is hereby reserved for and granted to: The Village of Tinley Park, Illinois, A. T. & T Telephone Company

ComEd Electric Company and the

Authorized C.A.T.V. Franchise

their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with underground transmission and distribution of electricity and sounds and signals in, under, across, along and upon the surface of the property shown within the dashed lines on the plat and marked "Public Utility and Drainage Easement", the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "Common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, 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 grantees' facilities or in, upon or over the property within the dashed lines marked "Public Utility and Drainage Easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. The term "Common Elements" shall have that meaning set forth for such term in Section 2(e) of "An act in relation to condominiums" (Illinois Revised Statutes, Ch. 30, par. 302(e), as amended from time to time. The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such areas may be otherwise designated on the plat by terms such as, "outlots", "common elements", "open space", "open area", "common ground", "parking and common area". The terms "common area or areas" and "Common Elements" includes real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool or retention pond, or mechanical equipment. Relocation of facilities will be done by Grantees at cost of Grantor/Lot Owner, upon written request.

MUNICIPAL UTILITY EASEMENTS

Non-exclusive, perpetual easements are hereby reserved for and granted to the Village of Tinley Park, Illinois, its successors and assigns over all areas marked "Public Utility and Drainage Easement" on the Plat for the perpetual right, privilege and authority to construct, reconstruct, install, remove, repair, inspect, maintain, and operate overland drainage services and storm water volume control routes, storm and/or sanitary sewers and services, and water mains and services, together with any and all necessary manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village in, over, upon, along, under and through said indicated easement, together with right of access across and upon the property for necessary personnel and equipment to do any of the above work. The right is also granted to cut down and trim or remove any fences, temporary structures, trees, shrubs, roots or other plants and appurtenances without obligation to restore or replace and without need for providing compensation therefore on the easement that interfere with the operation of the sewers, mains, and services provided. No permanent buildings, structures or other obstructions shall be placed on said easements without the prior written consent of the Village, but same may be used at the risk of the owner for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinances of the Village of Tinley Park and to Village approval as to design and location.

> An easement is hereby reserved for and granted to NI-COR Gas Company

its respective successors and assigns ("NI-COR") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Public Utility and Drainage Easement," "Common Area or Areas" and streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements," together with the right to install required service connections over or under the surface of each lot and Common Area or Areas to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over NI-COR facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of NI-COR. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. The term "Common Elements" shall have that meaning set forth for such term in Section 605/2(e) of the

"Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)) as amended from time to time. The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other

OWNERS CERTIFICATE

STATE OF ILLINOIS 1 COUNTY OF COOK J SS

OAK PARK TOWNES BY EEP, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE HEREON DESCRIBED PROPERTY AND THAT IT, AS SUCH OWNER, HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED WITH THE DEDICATIONS AND EASEMENTS AS SHOWN ON THE HEREON DRAWN PLAT.

, A.D. 2023. DATED THIS DAY OF

OAK PARK TOWNES BY EEP, LLC 2200 CABOT DRIVE SUITE 110 LISLE, IL 60532

TITLE:

SCHOOL DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, WE, THE ABOVE, AS OWNERS OF THE PROPERTY HEREIN DESCRIBED IN THE SURVEYOR'S CERTIFICATE, WHICH WILL BE KNOWN AS OAK PARK TOWNES SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 146, BREMEN HIGH SCHOOL DISTRICT 228, AND SOUTH SUBURBAN COLLEGE DISTRICT 510, IN COOK COUNTY. ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____

TITLE: _____

NOTARY PUBLIC

STATE OF ILLINOIS], COUNTY OF COOK J

I,, A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORES, HEREBY CERTIFY THAT, OF OAK PARK TOWNES BY EEP, LLC, AN ILLI LIMITED LIABILITY COMPANY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT THEY SIGNED DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTAR	NOIS CRIBED TO AND
SAID 17822 OAK PARK, INC.	RT ACT OF
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF A.D. 2023.	MAIL FUTURE TAX BILLS TO: OAK PARK TOWNES BY EEP, LLC 2200 CABOT DRIVE
NOTARY PUBLIC	SUITE 110 LISLE, IL 60532

MY COMMISSION EXPIRES:

4/2005/05-105-214/dwg/05-105-214 OAK PARK TOWNHOMES 7-1-20/05-105-012-OAK PARK TOWNES SUB PLAT 3-30-22

FINAL PLAT

OF OAK PARK TOWNES SUBDIVISION

BEING A RESUBDIVISION OF PART OF THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH. RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY CONTAINS: 114,612 SQ. FT. (2.631 ACRES), MORE OR LESS.

P.I.N.'S 28-31-105-010, 28-31-105-026, 28-31-105-027

PLAN COMMISSION

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS, AT A MEETING HELD ON THE ______DAY OF _____ ___, A.D. 2023.

CHAIRMAN

BOARD OF TRUSTEES

APPROVED AND ACCEPTED THIS DAY OF , A.D. 2023, BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS

BY:		
	PRESIDENT	

ATTEST: VILLAGE CLERK

VILLAGE CLERK

THIS IS TO CERTIFY THAT I, VILLAGE CLERK OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS, FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING OR UNPAID SPECIAL ASSESSMENTS DUES AGAINST THE HEREON DRAWN PROPERTY.

DATED THIS _____ DAY OF _____ __, A.D. 2023.

VILLAGE CLERK

DRAINAGE CERTIFICATE

STATE OF ILLINOIS) COUNTY OF COOK) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF. OR. THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATER INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ______ , A.D. 2023.

REGISTERED PROFESSIONAL ENGINEER

OWNER OR ATTORNEY

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) COUNTY OF COOK) SS

, ENGINEER OF THE VILLAGE OF TINLEY PARK, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENTS OF SAID VILLAGE.

ON _____ DAY OF _____ _, A.D. 2023.

VILLAGE ENGINEER

PREPARED BY AND AFTER RECORDING:



Joseph A. Schudt & Associates

9455 ENTERPRISE DRIVE MOKENA, IL 60448 PHONE: 708-720-1000 FAX: 708-720-1065 e-mail: survey@jaseng.com http://www.jaseng.com

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

COPYRIGHT 2023 JOSEPH A. SCHUDT & ASSOCIATES ALL RIGHTS RESERVED Any use or reproduction of this document or the attached drawings, or the use of the design approach ideas or Concepts described in this document and the attached drawings, in whole or in part by any means whatsoever is strictly prohibited except with written consent of JOSEPH A. SCHUDT & ASSOCIATES

AND

LOT 5 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PROPERTY CONTAINS: 114,612 SQ. FT. (2.631 ACRES), MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE RESUBDIVIDED THE SAME INTO LOTS AS SHOWN. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY. MONUMENTS SHOWN ARE IN PLACE AS LOCATED. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

DATED:

ENGINEE

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. VERIFY ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCIES. CONSULT DEED OR TITLE REPORT FOR EASEMENTS AND RESTRICTIONS.

SURVEYORS CERTIFICATE

STATE OF ILLINOIS COUNTY OF WILL J

THIS IS TO CERTIFY THAT I, D. WARREN OPPERMAN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3152, HAVE SURVEYED AND RESUBDIVIDED THE ABOVE DESCRIBED PROPERTY AND FURTHER DESCRIBED AS FOLLOWS:

LOT 4 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 31. TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

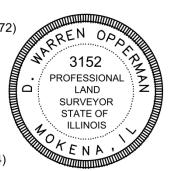
LOT CORNER MONUMENTS TO BE SET UPON CONSTRUCTION COMPLETION.

BASIS OF BEARING IS ASSUMED.

THIS IS TO CERTIFY THAT WE HAVE EXAMINED FIRM MAP NUMBER 17031C0708 J, EFFECTIVE DATE AUGUST 19, 2008, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR COOK COUNTY, WITH REFERENCE TO THE ABOVE NAMED TRACT, BY ELEVATION, AND FIND THE PROPERTY TO BE IN ZONE X (NO SHADING) WHICH IS AN AREA DETERMINED TO BE AREA OF MINIMAL FLOOD HAZARD. THIS STATEMENT IS FOR FLOOD INSURANCE PURPOSES ONLY AND DOES NOT NECESSARILY INDICATE ALL AREAS SUBJECT TO FLOODING.

ER & SURVEYOR: JOSEPH A. SCHUDT & 9455 ENTERPRISE DRIVE	ASSOCIATES (184-001172)
MOKENA, IL 60448	
1-708-720-1000	

, A.D. 2023.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3152 (EXP. 11-30-24)

5-05-23 3-31-22 SHEET 2 OF 2 05-105-012-OPT

GENERAL NOTES:

Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/disfigured leaders, bark abrasion, sunscald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consist of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements,

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.

All perennial, ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch; Annuals & groundcovers shall be covered with an additional two inch (2") layer of mushroom compost.

All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch.

Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.

Mulch beds at the time of planting shall extend a minimum of two feet (2') beyond the center of a shrub.

All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas. Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all

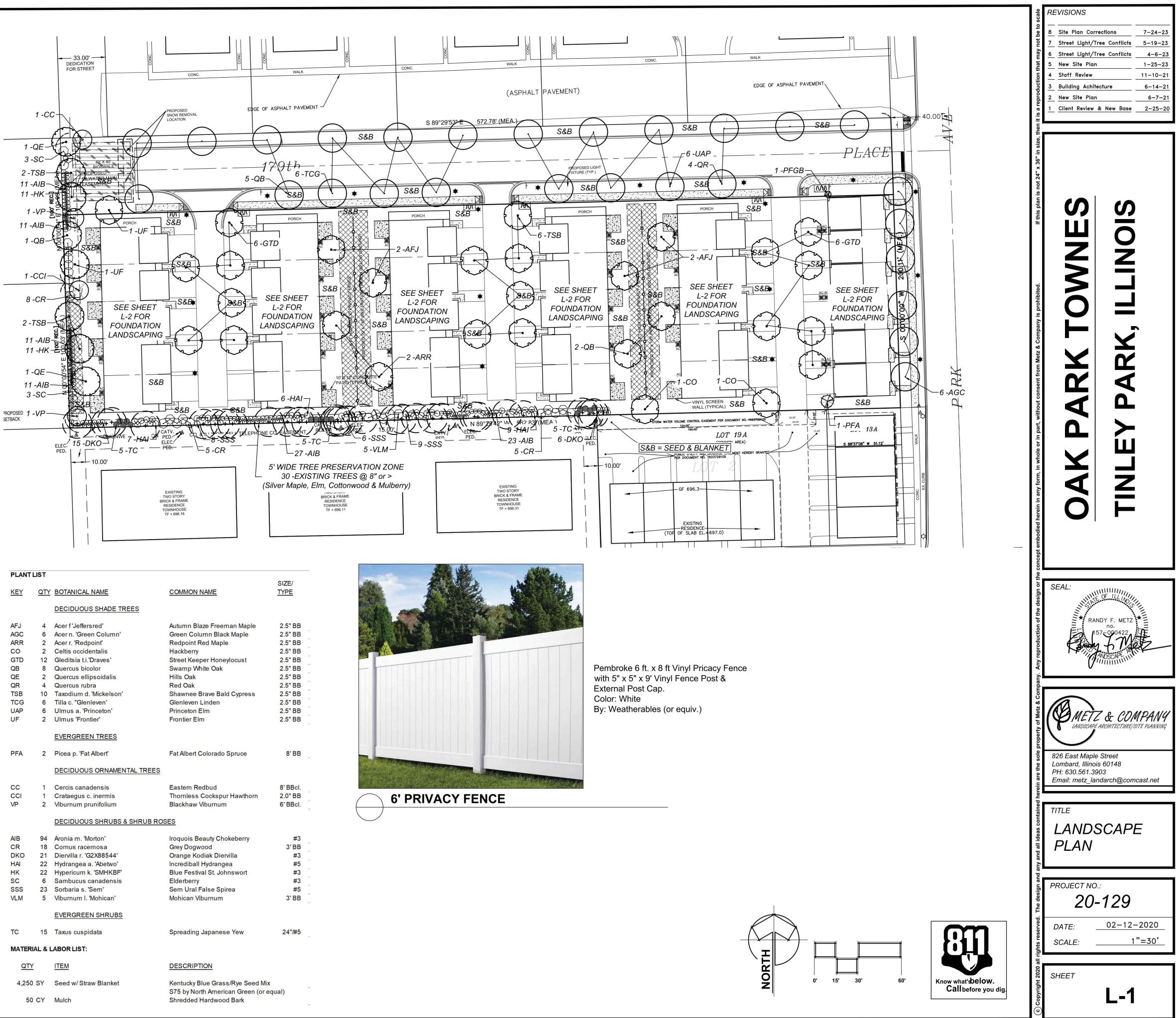
Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's. specs) or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.

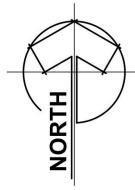
LANDSCAPE CALCULATIONS:

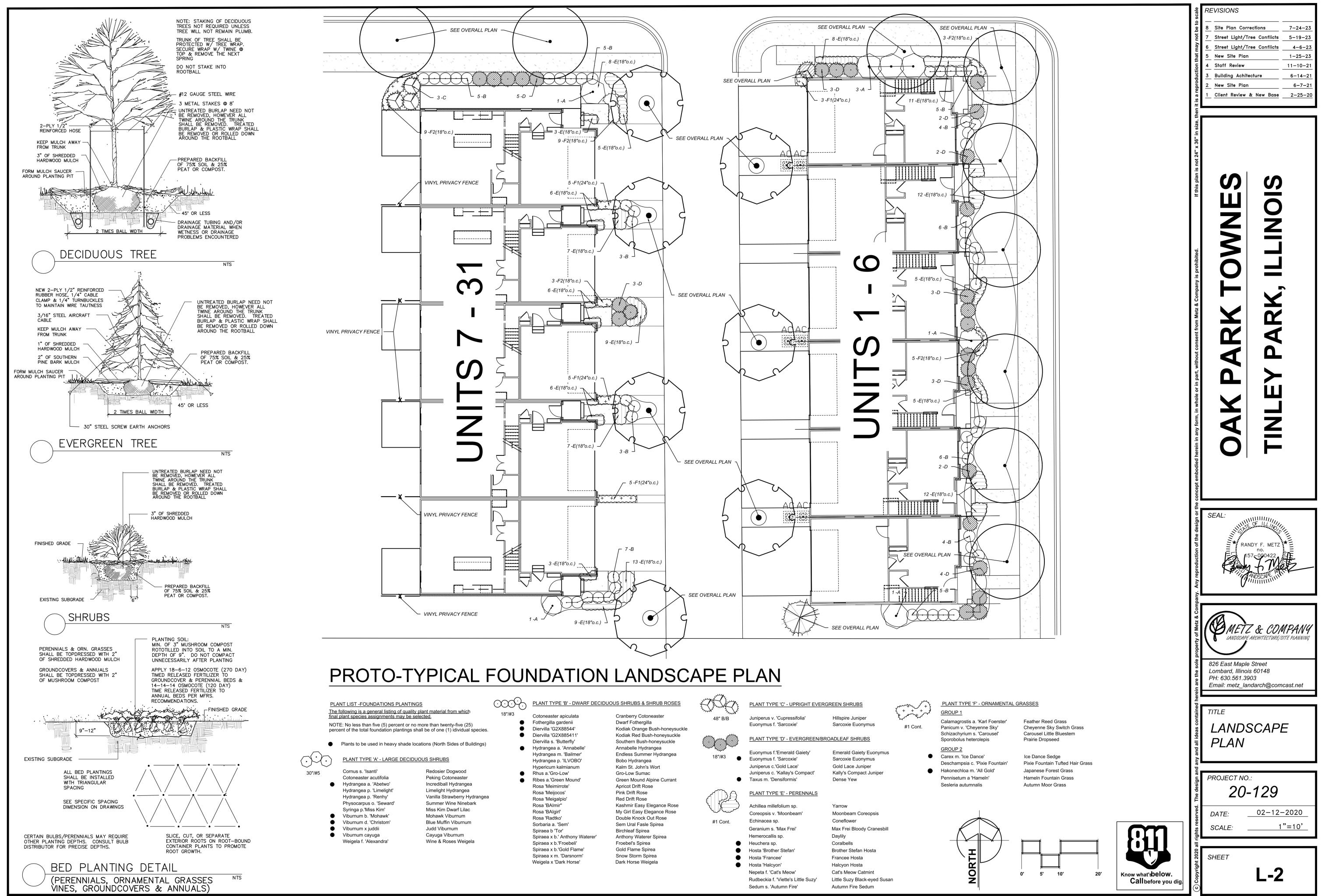
areas

Oak Park Parkway - 200' less	30' (curb cut) = 170 Feet	t
170 divided by 25 = 6.8 or 7 Pa		ded 6
Proposed Interior Parkway - 1 1044 divided by 50 = 20.8 or 21		ded 21
Oak Park - Arterial - 174 Feet Not required per Legacy Code		
North Perimeter Bufferyard - Existing Apartments - Legacy 'N		quired
West Perimeter Bufferyard - 2 Existing R-1 & Proposed R-6 Z 5' Legacy Code Bufferyard Pro- 200 divided by 50 = 4	oning	
<u>Plant Type</u> Canopy Tree Ornamental/Evergreen Tree Shrubs	$\frac{\text{Requirement}}{2 \times 4} = 8 \text{ Trees}$ $1 \times 4 = 4 \text{ Trees}$ $20 \times 4 = 80 \text{ Shrubs}$	Provided 8 4 80
Southwest Perimeter Buffery Existing R-6 Zoning 5' Legacy Code Bufferyard Pro 363 divided by 50 = 7.1		
<u>Plant Type</u> Canopy Tree Ornamental/Evergreen Tree Shrubs *30 Existing trees are being pre	20 x 7.1 = 142 Shrubs	
Southeast Perimeter Bufferya Existing Town Homes - Legacy		Required
Interior Lot Landscaping 31 units @ 1 tree per unit = 31 (29 New Shade Trees & 2 Ne		ded = 31



PLANTL	IST.			
<u>KEY</u>	QTY	BOTANICAL NAME	COMMON NAME	SIZE/ TYPE
		DECIDUOUS SHADE TREES		
AFJ AGC ARR CO GTD QB QE QR TSB TCG JAP JF	4 2 2 2 4 10 6 2	Acer f 'Jeffersred' Acer n. 'Green Column' Acer r. 'Redpoint' Celtis occidentalis Gleditsia t.i.'Draves' Quercus bicolor Quercus ellipsoidalis Quercus rubra Taxodium d. 'Mickelson' Tilla c. "Glenleven' Ulmus a. 'Princeton' Ulmus 'Frontier'	Autumn Blaze Freeman Maple Green Column Black Maple Redpoint Red Maple Hackberry Street Keeper Honeylocust Swamp White Oak Hills Oak Red Oak Shawnee Brave Bald Cypress Glenleven Linden Princeton Elm Frontier Elm	2.5" BB 2.5" BB
		EVERGREEN TREES		
PFA	2	Picea p. 'Fat Albert' DECIDUOUS ORNAMENTAL TREES	Fat Albert Colorado Spruce	8' BB
CC CCI VP	1 1 2	Cercis canadensis Crataegus c. inermis Viburnum prunifolium	Eastern Redbud Thornless Cockspur Hawthorn Blackhaw Viburnum	8' BBcl. 2.0" BB 6' BBcl.
		DECIDUOUS SHRUBS & SHRUB ROS	<u>SES</u>	
AIB CR DKO HAI HK SC SSS VLM	94 18 21 22 22 6 23 5	Aronia m. 'Morton' Cornus racemosa Diervilla r. 'G2X88544' Hydrangea a. 'Abetwo' Hypericum k. 'SMHKBF' Sambucus canadensis Sorbaria s. 'Sem' Viburnum I. 'Mohican'	Iroquois Beauty Chokeberry Grey Dogwood Orange Kodiak Diervilla Incrediball Hydrangea Blue Festival St. Johnswort Elderberry Sem Ural False Spirea Mohican Viburnum	#3 3' BB #3 #5 #3 #3 #5 3' BB
		EVERGREEN SHRUBS		
TC	15	Taxus cuspidata	Spreading Japanese Yew	24"/#5
MATERI	AL & L	ABOR LIST:		
QTY		ITEM	DESCRIPTION	
4,250	SY	Seed w/ Straw Blanket	Kentucky Blue Grass/Rye Seed Mix S75 by North American Green (or equ	ual)





	0000	PLANT TYPE 'B' - DWARF DECID	UOUS SHRUBS & SHRUB ROSES	A Car	PLANT TYPE 'C' - UPRIGHT EVER	GREEN SHRUBS
<u>vhich</u> e (25) idual species. of Buildings)	18"/#3 •	Cotoneaster apiculata Fothergilla gardenii Diervilla 'G2X88544' Diervilla 'G2X885411' Diervilla s. 'Butterfly' Hydrangea a. 'Annabelle' Hydrangea m. 'Bailmer' Hydrangea p. 'ILVOBO' Hypericum kalmianum	Cranberry Cotoneaster Dwarf Fothergilla Kodiak Orange Bush-honeysuckle Kodiak Red Bush-honeysuckle Southern Bush-honeysuckle Annabelle Hydrangea Endless Summer Hydrangea Bobo Hydrangea Kalm St. John's Wort	48" B/B	Juniperus v. 'Cupressifolia' Euonymus f. 'Sarcoxie' <u>PLANT TYPE 'D' - EVERGREEN/B</u> Euonymus f.'Emerald Gaiety' Euonymus f. 'Sarcoxie' Juniperus c.'Gold Lace'	Emerald Gaiety Euonymus Sarcoxie Euonymus Gold Lace Juniper
ood ster angea ngea ry Hydrangea linebark Lilac um rnum m /eigela	•	Rhus a.'Gro-Low' Ribes a.'Green Mound' Rosa 'Meimirrote' Rosa 'Meigalpio' Rosa 'Meigalpio' Rosa 'BAlmir" Rosa 'BAlgirl' Rosa 'BAlgirl' Rosa 'Radtko' Sorbaria a. 'Sem' Spiraea b 'Tor' Spiraea b 'Tor' Spiraea x b.'Anthony Waterer' Spiraea x b.'Froebeli' Spiraea x b.'Froebeli' Spiraea x m. 'Darsnorm' Weigela x 'Dark Horse'	Gro-Low Sumac Green Mound Alpine Currant Apricot Drift Rose Pink Drift Rose Red Drift Rose Kashmir Easy Elegance Rose My Girl Easy Elegance Rose Double Knock Out Rose Sem Ural Fasle Spirea Birchleaf Spirea Anthony Waterer Spirea Froebel's Spirea Gold Flame Spirea Snow Storm Spirea Dark Horse Weigela	• #1 Cont.	Juniperus c. 'Kallay's Compact' Taxus m. 'Densiformis' <u>PLANT TYPE 'E' - PERENNALS</u> Achillea millefolium sp. Coreopsis v. 'Moonbeam' Echinacea sp. Geranium s. 'Max Frei' Hemerocallis sp. Heuchera sp. Hosta 'Brother Stefan' Hosta 'Francee' Hosta 'Halcyon' Nepeta f. 'Cat's Meow'	Kally's Compact Juniper Dense Yew Yarrow Moonbeam Coreopsis Coneflower Max Frei Bloody Cranesbill Daylily Coralbells Brother Stefan Hosta Francee Hosta Halcyon Hosta Cat's Meow Catmint
					Rudbeckia f. 'Viette's Little Suzy' Sedum s. 'Autumn Fire'	Little Suzy Black-eyed Susan Autumn Fire Sedum

PLANT MATERIAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes furnishing of all materials, and the performance of all operation in connection with the planting of deciduous & evergreen trees, deciduous & evergreen shrubs, shrub roses, perennials, ornamental grasses, groundcovers, bulbs (if any) and annual flowers (if any) in strict conformance with the project specifications and applicable drawings which are subject to the terms and conditions of the Contract.

1.2 GENERAL REQUIREMENTS

All plant material shall comply with the State of ILLINOIS and FEDERAL laws with respect to inspection for plant diseases and insect infestation. An inspection certificate required by law to this effect shall accompany each shipment. The Landscape Architect reserves the right to inspect the plant material at the place of growth but such inspection shall not preclude the right of rejection at the site.

.3 APPLICABLE STANDARDS

- American National Standards for Tree Care Operations, ANSI A300, American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
- . American Standard for Nursery Stock, ANSI Z60.1, American Nursery & Landscape Association, 1000 Vermont Avenue NW, Suite 300. Washington. D.C. 20005.
- Hortus Third, The Staff of the L.J. Bailey Hortorium, 1976, MacMillan Publishing Co., New York.
- All standards shall include the latest additions and amendments as of the dated of advertisement for bids.

PART 2 - MATERIALS

1 GENERAL

The Landscape Architect reserves the right to tag or inspect plants at the nursery but such inspection shall not preclude the right of rejection at the site. Contractor shall furnish and install all plants as shown on the drawing and in the quantities as actually designated on the drawings. The quantities shown on the plant list are included for convenience purposes only.

.2 NOMENCLATURE

The names of the plants indicated on the drawings conform generally with those accepted in the nursery trade.

.3 QUALITY AND SIZE

Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous, and free from insect pests, their eggs or larvae, plant diseases, and injuries. All plants shall be nursery grown under climatic conditions similar to those which exist in the locality of the site for at least two (2) years and equal or exceed the measurements specified in the plant list. They shall be measured before pruning with branches in formal position. All necessary pruning shall be performed only at the time of planting. Trees will not be accepted which have their leaders cut or which have their leaders damaged so that cutting is necessary. Plants larger in size than specified may be used with the approval of the Landscape Architect but the use of larger plants will make no change in the contract price. Requirements for the measurement, branching, guality, balling, and burlapping of plants on the plant list shall follow the Code of Standards (Z60.1-most current edition) by the AMERICAN NURSERY & LANDSCAPE ASSOCIATION. formerly known as the AMERICAN ASSOCIATION OF NURSERYMEN, INC. All plant material with shriveled dry roots or which does not comply with the specifications will be rejected. All shrubs shall be at least twice transplanted and must have a fully developed fibrous root system typical of the stated species. All shrubs must be freshly dug immediately before shipping unless they are containerized. Pre-dug, healed-in plants may be considered only in special cases involving planting during the hot months between the spring and fall planting seasons. Use of such material will be allowed only upon the approval of the Landscape Architect and is subject to his inspection prior to said approval.

4 DELIVERIES

The Contractor shall take all precautions that are demanded by good trade practice to insure arrival of the plant material at the stated delivery point in good condition and without injury of any nature. Plants shall be covered properly to prevent drying, transit disease, or injury.

2.5 TEMPORARY STORAGE

Insofar as it is possible, plant material shall be planted on the day of delivery. In the event this is not possible, the Contractor shall protect the unplanted stock from sun and drying winds at all times. All balled and burlapped plants shall be shaded from the sun, have their ball set off the ground and healed in with sawdust. peat. soil or other moisture-holding material and shall be kept moist. Plants should not remain unplanted for longer than three (3) days if in leaf. On-site storage shall be only in area(s) designated by the Owner.

2.6 SUBSTITUTIONS

Substitutions may be permitted only upon submission of written proof that the specified plant is not obtainable locally. Such substitution may be made only upon authorization by the Landscape Architect.

SELECTION

All plants shall be obtained from nurseries licensed by the State of Illinois and approved by the Landscape Architect. The Landscape Architect reserves the right to accompany the Contractor to the nurseries for the purpose of selecting (tagging) material. Plant sources located outside the State of Illinois must be approved by the Landscape Architect.

.8 TOPSOIL

Topsoil for required filling and spreading shall be obtained from on-site stock pile(s) generated from site stripping. In the event that the quantity of stock piled topsoil is insufficient then topsoil shall be imported from an off-site source. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

- ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent. pH: No lower than 5.0 nor higher than 8.0.
- TEXTURE: No more than 25 percent clay.
- SOLUBLE SALT: No more than 1000 ppm
- CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.9 MULCH Mulch shall consist of the following:

MUSHROOM COMPOST

- Mushroom compost shall be composed of well-rotted cattle or stable manure with an admixture of 15-30% topsoil and shall have been used for the commercial growing of at least one (1) crop of mushrooms.
- SHREDDED HARDWOOD BARK (general mulching)
- Shredded hardwood bark shall consist of finely shredded hardwood bark, free of sticks and leaves. SOUTHERN PINE BARK (conifer mulching)
- Pine bark shall be horticultural-grade milled pine bark with 80% by volume sized between 0.1 and 15.0 mm. Pine bark shall be composed sufficiently to breakdown all woody materials and shall be screened. The pH range shall be between 4.0 and 7.0.

2.10 FERTILIZER & NUTRIENTS

Fertilizer shall be commercial fertilizer which shall be a complete fertilizer with the following approximate analysis:

Shrubs

Woodace (14-3-3) slow-release briquettes or acceptable equivalent approved by Landscape Architect.

- Roses
- 1. Woodace (14-3-3) slow-release briquettes 2. Superthrive liquid or acceptable equivalent approved by Landscape Architect.
- Perennials, Groundcovers, Ornamental Grasses & Vines
- Osmocote (18-6-12) 8-9 month controlled release, or acceptable equivalent approved by the Landscape Architect. Annual Flowers
- Osmocote (14-14-14) 3-4 month controlled release or acceptable equivalent approved by the Landscape Architect.
- Bulbs Holland Bulb Booster (9-9-6) or acceptable equivalent approved by the Landscape Architect.
- Deciduous & Evergreen Trees
- No fertilizer required
- 2.11 TREE WRAPPING MATERIAL
- Wrap shall be Breathable synthetic fabric tree wrap. White in color, delivered in 75 mm (3 in.) wide rolls. Specifically manufactured for tree wrapping. Tree wrap shall be "Breathable Fabric Tree Wrap" as manufactured by the Dewitt Company, Inc., Sikeston, MO, or approved equal. Submit manufacture literature for approval.
- Tape for securing the wrap shall be bio-degradable tape suitable for nursery use and which is expected to degrade in sunlight in less than two (2) years after installation.
- 2.12 WATER

Potable water shall be supplied by the Owner at no cost to the Contractor by way of an irrigation system, quick coupler system, hose bibs, hydrant meter or a designated fill-up source on site.

PART 3 - EXECUTION

Planting operations shall be conducted under favorable weather conditions during the season stated in the Contract. Before excavations are made the surrounding turf (if existing) shall be covered in a manner that will satisfactorily protect all turf areas that are to be trucked or hauled over and upon which soil is to temporarily stocked. The Contractor shall be responsible for the restoration of all damaged existing turf. All restoration shall be sodded.

3.11 WATERING

All plants shall receive a thorough watering immediately after installation. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of 10 gallons of water per tree per watering up to two (2) additional waterings shall be performed as needed. The use of drip irrigation tree bags are encouraged (e.g., gatorbags). All additional waterings will be performed by the Owner or in accordance with a Change Order per the Supplemental Bid prices for additional watering.

- 3.12 MAINTENANCE
- Maintenance shall be performed by the Contractor as follows:
- TEMPORARY MAINTENANCE

The Contractor shall be responsible for the total maintenance of all plant material until such a date as all landscape operations have received Preliminary Acceptance. Temporary maintenance shall begin immediately after each plant is installed and shall include up to three (3) waterings, and all necessary cultivation, weeding, pruning, disease and insect pest control, protective spraying, resetting of plants to proper grades or upright position, restoration of damaged planting saucers, and any other procedure consistence with good horticultural practice necessary to insure normal, vigorous, and healthy growth of all work under this Contract. Upon the Preliminary Acceptance of all planted areas, the responsibility for plant intenance rests solely with the Owner, with the following exceptions.

CONTINUED MAINTENANCE

For the duration of the guarantee period the Contractor shall be responsible for the resetting of settled plants, the straightening of plants which are not plumb and the tightening of tree guys (if utilized). All other maintenance is the responsibility of the Owner. However, it is the Contractor's responsibility to occasionally inspect the quality of the Owner's maintenance.

3.1 ACCEPTANCE

- A. PRELIMINARY PLANTING ACCEPTANCE
- Preliminary planting acceptance shall be given for completed planting operations for the purpose of the Contractor becoming eligible for payment for this portion of the Contract work. In order to obtain Preliminary Acceptance, the Contractor shall notify the Owner and/or Owner's Representative by phone or in writing at the conclusion of all planting operations so that preliminary acceptability by way of a field inspection can be performed. In

order for an area to be accepted on a preliminary basis, it shall conform to the following: 1. All plant material shall be in conformance with the Drawings with respect to quality, size, species and location, except those items accepted or revised in the field by the Landscape Architect.

B. FINAL PLANTING ACCEPTANCE

Final planting acceptance shall be granted after the completion of all replacement operations required fulfilling the guarantee stated below. On or about the expiration of the one-year (1 year) guarantee, a follow-up inspection will be made by the Owners and/or Owner's Representative to determine replacements required to be made by the Contractor in accordance with the provisions of these specifications. The inspector will document his/her findings in a field report. Upon completion of the replacement program, the Owner and/or Owner's Representative shall conduct an inspection to determine the acceptability of the required replacements. If all is found to be acceptable as defined by Item A above, the Contractor and the General Contractor shall be notified in writing of his final acceptance of work.

3.2 GUARANTEE

The Contractor shall guarantee for a period of one (1) year the replacement of any permanent plant which has died, or is in a dying condition, or which has failed to flourish in such a manner that its usefulness or appearance has been impaired. Any tree with a dead main leader or with a crown which twenty-five percent (25%) or more dead shall be replaced.

- These guarantees shall be in accordance with the following:
- A. ONE YEAR PERIOD
- The one (1) year period shall begin on the date of Preliminary Acceptance of all plant material. **REPLACEMENTS & DAMAGES**
- The decisions of the Owner and/or Owner's Representative for required replacements shall be conclusive and binding upon the Contractor. The Contractor shall also be responsible for repairing damage to persons and property also caused by defective workmanship and materials. EXCLUSIONS
- materials not specified by the Contract documents or not applied by him under his supervision, by relocating or removal by others, by Acts of God, by vandalism or by terrorism
- D. GUARANTEE PERIOD INSPECTION During the guarantee period, the Contractor shall, from time to time, inspect the watering, cultivation, and other maintenance operations carried on by the Owner with respect to such work, and promptly report to the Owner any methods, practices or operations which he considers unsatisfactory, and not in accord with his interests or good horticultural practices. The failure of the Contractor to so inspect or report shall be construed as an acceptance by him of the Owner's maintenance operations, and he shall not thereafter claim or assert that any defects which may later develop are the result of such methods or practices or operations.

TURF GRASS

PART 1 - GENERAL

- 1.1 SCOPE OF WORK
- The work includes finish grading, furnishing fertilizer, seed as specified and performance of all operations in connection with seeding and/or sodding in strict accordance with the applicable Drawings and subject to the terms and conditions of the Contract.
- 1.2 EQUIPMENT

The Contractor shall provide and maintain equipment suitable for the execution and completion of the work specified in accordance with (IDOT) Standard Specifications. All equipment shall be operated by personnel trained in the operation of such equipment.

PART 2 - PRODUCTS

2.1 TOPSOIL

Topsoil for planting operations shall be obtained from an on-site stockpile generated from site stripping. In the event that none is available, needed topsoil shall be imported from an off-site source. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

- 1. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
- 2. pH: No lower than 5.0 nor higher than 8.0.
- 3. TEXTURE: No more than 25 percent clay. 4. SOLUBLE SALT: No more than 1000 ppm
- 5. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

snall provide a soil analysis report submittal containing test results and soil scientist re (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.2 COMMERCIAL FERTILIZER AND DELIVERY

1. PRIOR TO SEEDING 6-24-24

2. AFTER SEEDING 18-5-9

other debris.

60%

10%

2. PACKING AND MARKETING

2.4 EROSION CONTROL BLANKET

c. or equivalent

c. or equivalent

2.5 HYDROMULCH (if specified)

1. STRAW BLANKET (if specified)

2.3 GRASS SEED

Nitrogen..... 6%

Phosphorous...... 24% Potash.....

Nitrogen..... 18%

Phosphorous...... 5%

c) The potash shall be in the form of sulphate of potash

Potash.....

A. FERTILIZER STRENGTH

Fertilizer shall be delivered to the site in unopened, original containers, each bearing name and address of the manufacturer, name brand, or trademark, and manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable to use, will not be accepted. Fertilizer shall not have been exposed to weather prior to delivery on the site and after delivery until used. It shall be completely protected at all times and shall not be stored in direct contact with the ground.

.... 24%

meet or exceed the minimum percentages of purity and germination as indicated.

(Apply at 7 lbs./1,000 S.F. for mechanical seeding))

.. CREEPING RED FESCUE

PROPORTION BY WEIGHT TYPE OF GRASS

1. CONVENTIONAL TURF GRASS MIX (if specified)

wet, moldy, or otherwise damaged will be rejected.

a. S-75 Straw Blanket (North American Green)

2. STRAW/COCONUT BLANKET (if specified)

b. AEC Premier Straw Blanket (American Excelsior Company)

b. AEC Premier Straw/Coconut Blanket (American Excelsior Company)

SoilCover Hydraulic Wood Mulch by Profile distributed by ERO-TEX (866)437-6839

a. SC-150 Straw/Coconut Blanket (North American Green)

2. All plant material shall be in a healthy condition, as defined under the guarantee requirements stated below in Section 3.14

The Contractor shall not be liable for the replacement of plants which were damaged by animals, by deicing compounds, fertilizers, pesticides or other

2.6 WATER

The Owner shall provide at no cost, sufficient water for the Contractor to maintain plant materials and seeded areas in accordance with the requirements of the applicable technical specifications. Potable water shall be supplied by the Owner by way of a permanent underground irrigation system, quick coupler system, hose bibs, fire hydrants or a designated fill-up source for mobile tanks. When water is provided by way of fire hydrants, it shall be the Contractor's responsibility to be completely familiar with all local ordinances concerning the use of this water source. If a meter is required, it is the Contractor's responsibility to obtain, store and return the meter. All fees incurred by the Contractor in obtaining the meter and utilizing the water supply will be reimbursed to him by the Owner.

In the event that the on-site water supply is curtailed or terminated by the Owner or by ordinance during the period the Contract is in effect, or that there is no on-site sources of water, the Contractor shall supply water from off-site in sufficient quantities to complete the job. Compensation for this additional item will be in accordance with a solicited price quote. If authorization to supply off-site water is not given to the Contractor by the Owner, when the Owner is unable to supply the water in sufficient quantities, the Contractor shall not be left responsible for damage to new plantings (plant materials & sod) or failure of seed to germinate and grow caused a direct result of an inadequate water supply.

PART 3 - EXECUTION

3.1 SEED - The accepted seasons for sowing seed in lawn areas shall be defined as follows:

PLANTING SEASONS	SPRING	FALL
Turf grass	April 1 * to May 31	Aug. 15 to Sept. 30

* or as soon as the soil is free of frost and in a workable condition.

Seeding during other time periods shall require the approval of the Owner and/or Landscape Architect. All sowing of seed shall be completed after all trees and shrubs have been installed, if any.

3.2 REQUIRED MAINTENANCE

The Contractor shall be responsible for maintaining all newly seeded and sodded areas until such a time as these areas are granted acceptance by the Owner and/or Landscape Architect. Maintenance during this time period shall and consist of watering, mowing, fertilization and herbicide application, as well as any other horticultural practices necessary to establish an acceptable stand of grass.

A. WATERING

The Contractor shall water all newly seeded areas once immediately upon completion. Additional watering shall be performed as needed in the absence of adequate rainfall. All water should be applied as a spray or dispersion to prevent run-off or damage. The Contractor shall be responsible for watering until turf is established and accepted. If the Owner supplies an in-ground irrigation system, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided.

B. MOWING

1. The Contractor shall mow all seeded areas three (3) times. The three (3) mowings shall be performed once the turf has reached a height of three inches (3") and shall maintain the turf at 2-21/2". At no time should more than 1/3 of the leaf blade be removed by any mowing.

C. FERTILIZATION

Seeded areas after completion of the second required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two (2) passes at right angles to each other.

HERBICIDE

The Contractor shall be responsible for one (1) application of a weed control product no sooner than the second mowing with the areas seeded. The product shall reflect the specific weed problem which may exist

3.4 ACCEPTANCE

Acceptance of seeded areas will be determined by the Owner and/or Landscape Architect Acceptance shall be granted upon conformance with the following:

Grass shall display a reasonably uniform distribution of grass plants. Grass shall display vigorous growth and be green and healthy in appearance.

Grass shall have received the required mowings, fertilization and herbicide application.

The Contractor shall not be held liable for damage incurred to the seed areas caused by deicing compounds, toxic substances, fertilizers, pesticides and other materials not specified or not applied by him or under his supervision, nor those damages caused by vandalism or acts of nature.

3.5 GUARANTEE

The Contractor shall guarantee the provision of a green, healthy relatively weed free turf at the time of acceptance

The fertilizer shall be a complete fertilizer containing a minimum basis percentage by weight of the following:

a)One-quarter of the nitrogen shall be in the form of nitrates, one-quarter in the form of ammonia salts, and one-half in the form of organic b) Available phosphoric acid shall be derived from super-phosphate having a minimum guaranteed analysis of 20% of available phosphate.

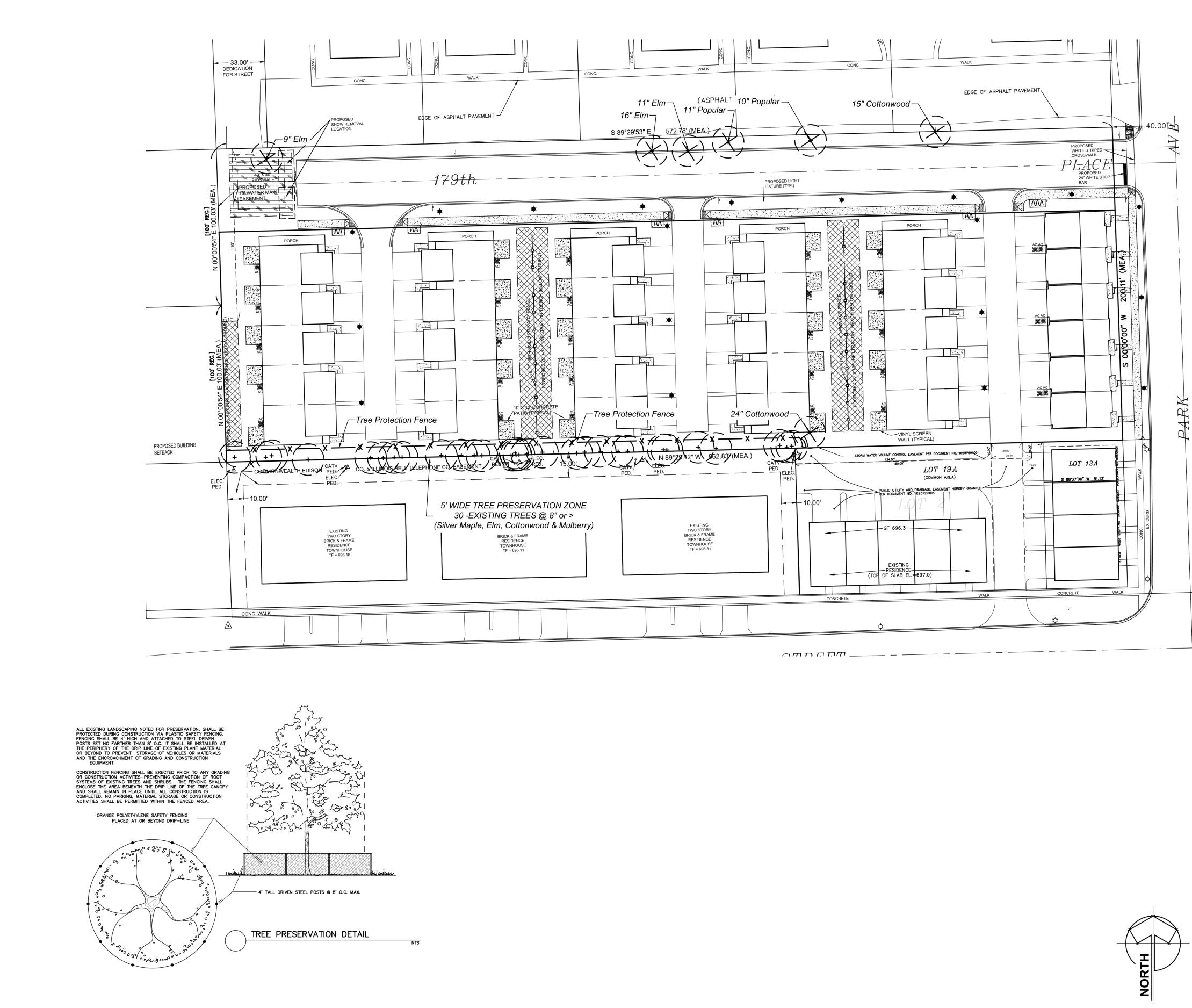
The balance of the fertilizer shall be made up of materials usually present in such a product. It shall be free from dust, sticks, sand, stone, or

Grass seed shall be recleaned seed of the previous season's seed crops. All seed shall meet requirements established by the State and Federal Seed and Weed Controls Laws. The grass seed mixture shall be composed of the following grass seeds mixed in proportions by weight and shall

> ... KENTUCKY BLUEGRASS (blend of 3 cultivars) . PERENNIAL RYEGRASS (blend of 2 cultivars)

All seeds shall be delivered in suitable bags in accordance with standard commercial practice. Each bag shall be tagged or labeled as required by the law of the STATE OF ILLINOIS. The vendor's name shall show on or be attached to each bag together with a statement signed by the vendor showing: a) the kind of seed contained, b) the percentage of purity and germination, c) the percentage of hard seed, if any, d) a statement conforming to the laws of the STATE OF ILLINOIS hereinbefore mentioned showing percentage of weed seeds, if any. Seed which has become

If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale	REVISIONS8Site Plan Corrections7-24-237Street Light/Tree Conflicts5-19-236Street Light/Tree Conflicts4-6-235New Site Plan1-25-234Staff Review11-10-213Building Achitecture6-14-212New Site Plan6-7-211Client Review & New Base2-25-20					
ted.	WNES LINOIS					
gn and any and all ideas contained herein are the sole property of Metz & Company. Any reproduction of the design or the concept embodied herein in any form, in whole or in part, without consent from Metz & Company is prohibi	K PARK TO EY PARK, IL					
design or the concept embodied herein in any form, in w	SEAL:					
ompany. Any reproduction of the	RANDY F. METZ no. 157-000422					
n are the sole property of Metz & C	RETE & COMPANY LANDSCAPE ARCHITECTURE/SITE PLANNING 826 East Maple Street Lombard, Illinois 60148 PH: 630.561.3903 Email: metz_landarch@comcast.net					
any and all ideas contained herei	TITLE LANDSCAPE SPECIFICATIONS					
c Copyright 2020 all rights reserved. The design and	PROJECT NO.: 20-129 DATE: 02-12-2020 SCALE: 1"=10'					
C Copyright 2020 all	<i>sheet</i> L-3					



	Provide REVISIONS - - - - 8 Site Plan Corrections 7 Street Light/Tree Conflicts 6 Street Light/Tree Conflicts 5 New Site Plan 1-25-23 4 Staff Review 11-10-21 3 Building Achitecture 6-7-21 1 Client Review & New Base
	In the constant of the part, without constant from the term in the part, without constant from the part, without constant in the part, with the part of the part o
	RANDY F. METZ
	B26 East Maple Street Lombard, Illinois 60148 PH: 630.561.3903 Email: metz_landarch@comcast.net
	and all ideas contained herei
	PROJECT NO.: 20-129 DATE: 02-12-2020 SCALE: 1"=30'
0' 15' 30' 60' Callbefore you dig.	DATE: 02-12-2020 SCALE: 1"=30" SHEET TP-1 ()

HARDIE PANEL VERTICAL SIDING TEXTURE: SELECT CEDARMILL COLOR: ARTIC WHITE

F &

x 1

FK

1

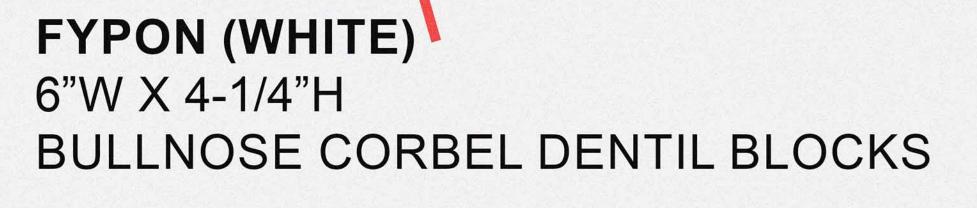
HARDIE PLANK LAP SIDING TEXTURE: SELECT CEDARMILL COLOR: BOOTHBAY BLUE

OAK PARK TOWNES - 2 STORY - 5 UNIT - MATERIAL BOARD

TINLEY PARK, ILLINOIS

HARDIE PANEL VERTICAL SIDING TEXTURE: SELECT CEDARMILL COLOR: PEARL GRAY

HARDIE PLANK LAP SIDING TEXTURE: SELECT CEDARMILL COLOR: PEARL GRAY

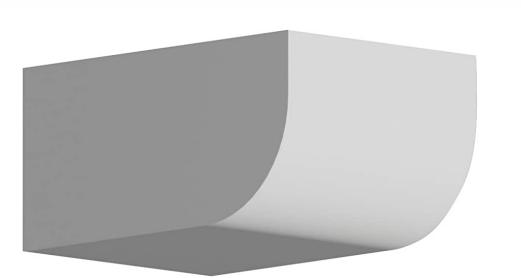




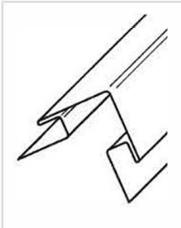
060623-FELV-V3.1

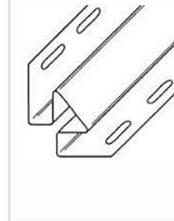


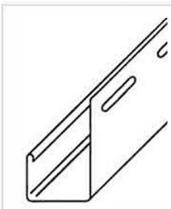
ROOF - GAF -MARQUIS -WEATHERMAX · CHARCOAL

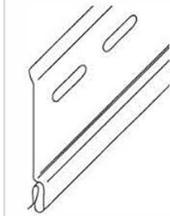


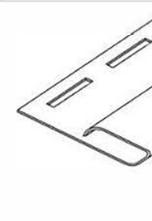


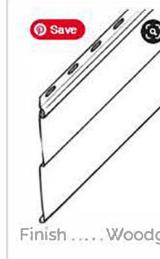










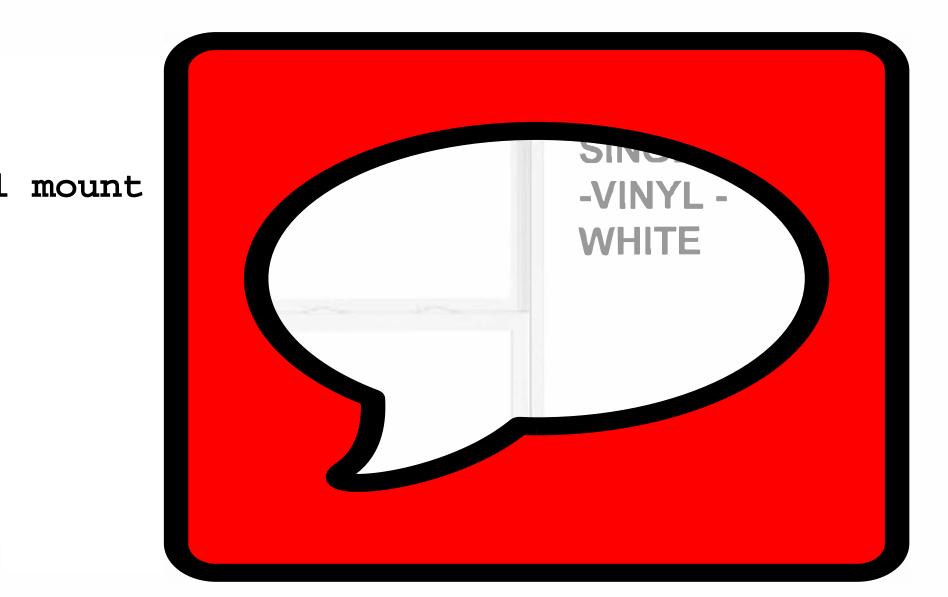


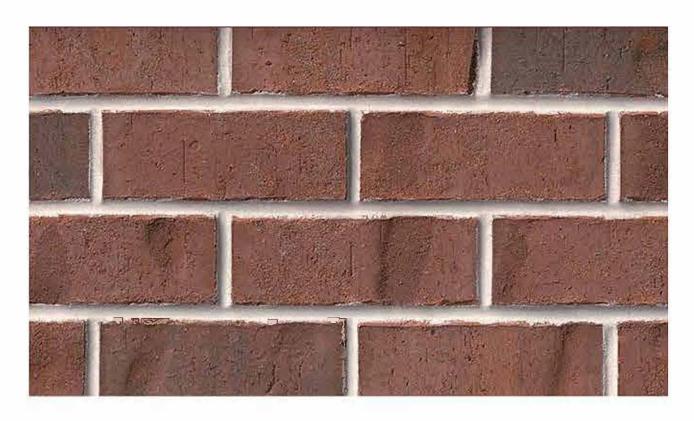


Dixon Outdoor LED wall mount 20137LEDDMG-BL

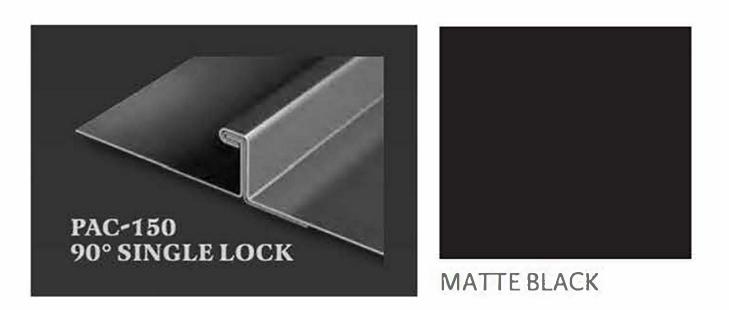
Fypon (white) 6"W X 4-1/4"H Bullnose Corbel Dentil Blocks

Oak Park Townes - MATERIAL BOARD - 2 Story Units





BRICK - MERIDIAN - WILLOWBROOK



METAL ROOF - PAC-CLAD - PAC-150 -MATTE BLACK

032321-MB1-V2

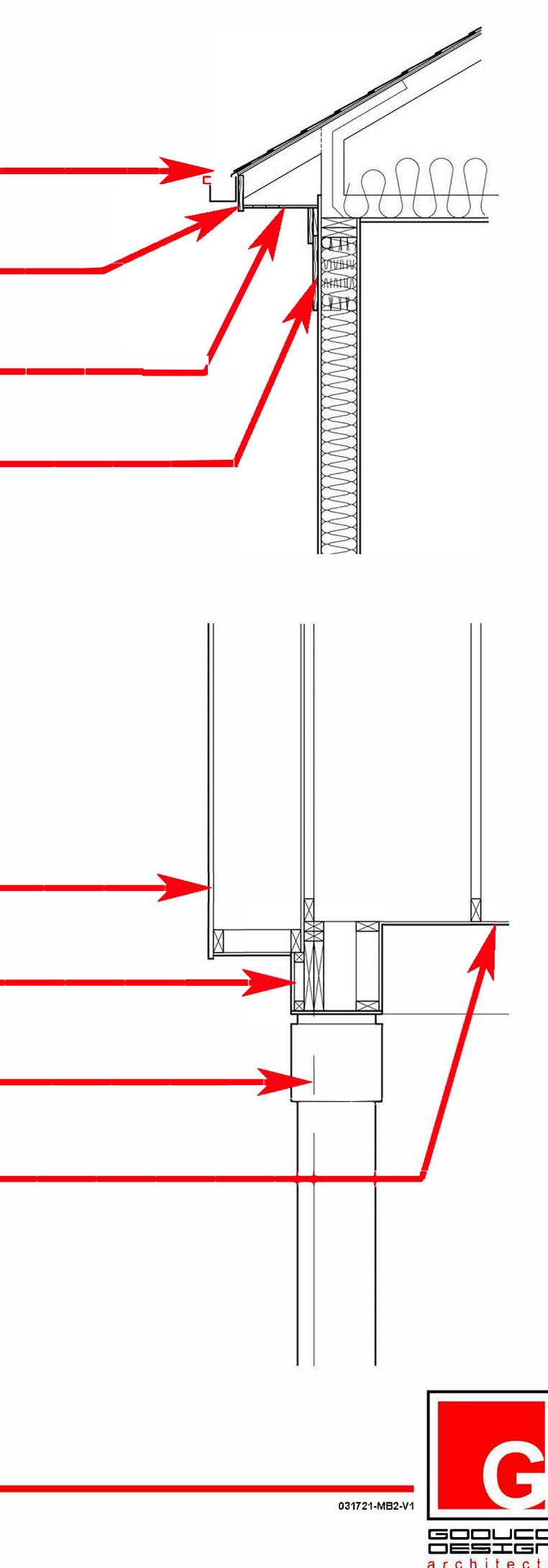


GUTTER- ALUMINUM - PLY GEM - SEAMLESS GUTTER - WHITE FASCIA - ALUMINUM WRAPPED - WHITE ----SOFFIT - ALUMINUM - WHITE -----FRIEZE BOARD - ALUMINUM WRAPPED - WHITE

RAKE/ SUBRAKE - ALUMINUM WRAPPED - WHITE ' PORCH FRIEZE - ALUMINUM WRAPPED - WHITE COLUMN - 1X PRE ENGINEERED WOOD - WHITE PORCH CEILING - ALUMINUM - WHITE

OAK PARK TOWNES - MATERIAL BOARD - 2 Story Units

TINLEY PARK, ILLINOIS



HARDIE PANEL VERTICAL SIDING TEXTURE: SELECT CEDARMILL COLOR: PEARL GRAY

MODULAR BRICK WILLOWBROOK GENERAL SHALE HARDIE TRIM BOARDS **GAF MARQUIS WEATHERMAX RUSTIC GRAIN BATTEN BOARDS** CHARCOAL LAMINATED 3-TAB ROOF COLOR: PEARL GRAY SHINGLES

POSTS WRAPPED IN: HARDIE TRIM BOARDS TEXTURE: 4/4 RUSTIC COLOR: ARTIC WHITE HARDIE PLANK LAP SIDING TEXTURE: SELECT CEDARMILL COLOR: BOOTHBAY BLUE

OAK PARK TOWNES - 3 STORY - 6 UNIT - MATERIAL BOARD

TINLEY PARK, ILLINOIS

FYPON (WHITE) 6"W X 4-1/4"H BULLNOSE CORBEL DENTIL BLOCKS

> HARDIE SHINGLE SIDING TEXTURE: STAGGERED EDGE PANEL COLOR: PEARL GRAY

HARDIE TRIM BOARDS TEXTURE: 4/4 RUSTIC COLOR: ARTIC WHITE

NEL STANDING SEAM-METAL ROOF COLOR: BLACK

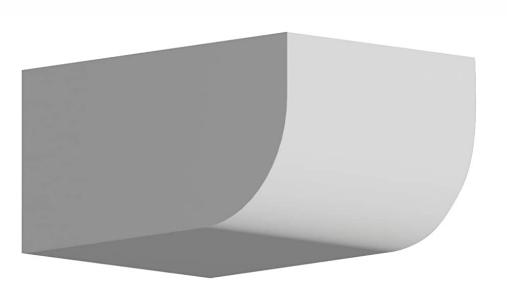
060623-FELV-V5.1



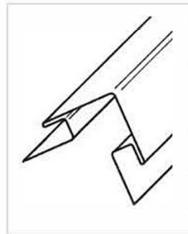
1 2



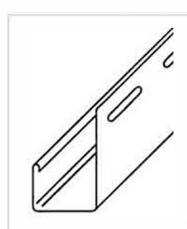
ROOF - GAF -MARQUIS -WEATHERMAX -CHARCOAL



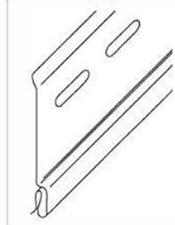




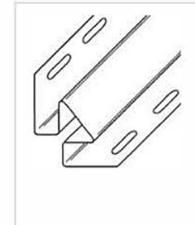
1/2" Outside Corner Code #..... VCNN3 PCS/CTN 10 CTNS. Per Crate 15 Avg. WT/CTN (lbs) ... 46 Length 10'



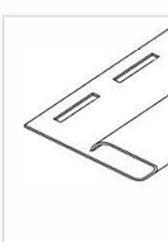
⁵⁄8" J-Channel Code #.... VJB58IF PCS/CTN 40 CTNS. Per Crate 30 Avg. WT/CTN (lbs) ... 54 Length 12'6"



1/2 Vinyl Starter Base Code #....VTSTB PCS/CTN....50 CTNS. Per Crate 28 Avg. WT/CTN (lbs) 57 Length 10



1/2" Inside Corner Code #.....VCBINP PCS/CTN 10 CTNS. Per Crate 30 Avg. WT/CTN (lbs) ... 21 Length 10'



Undersill Trim Code #.....VTUTB PCS/CTN 50 CTNS. Per Crate 42 Avg. WT/CTN (lbs) ... 38 Length 10'



D5 Code #.....VZD50 Length12' PCS/CTN 20 CTNS. Per Crate 18 Avg. WT/CTN (lbs) ... 98

Oak Park Townes - MATERIAL BOARD - 3 Story Units



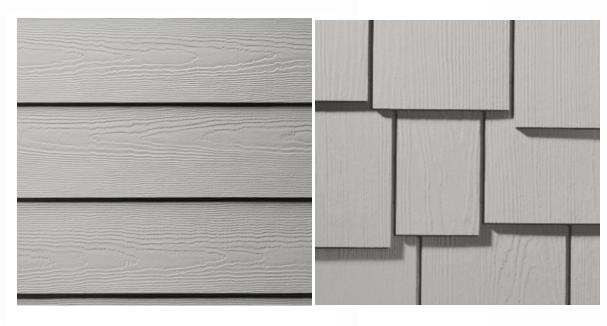
Dixon Outdoor LED wall mount 20137LEDDMG-BL

Fypon (white) 6"W X 4-1/4"H Bullnose Corbel Dentil Blocks

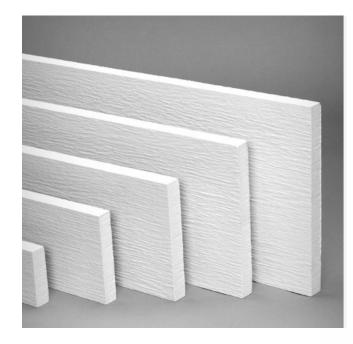
JAMES HARDIE Fiber Cement BOARD



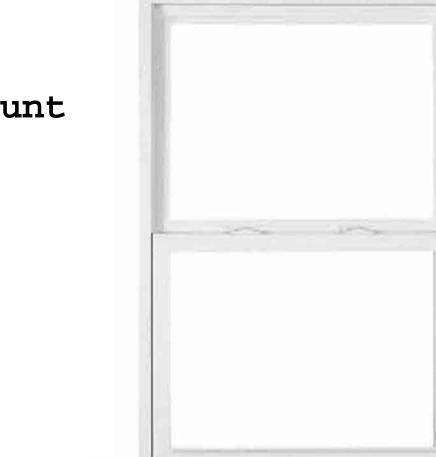
Boothbay Blue



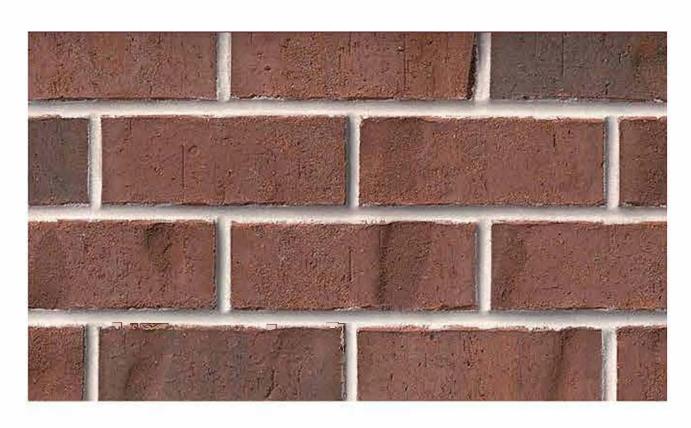
Pearl Gray



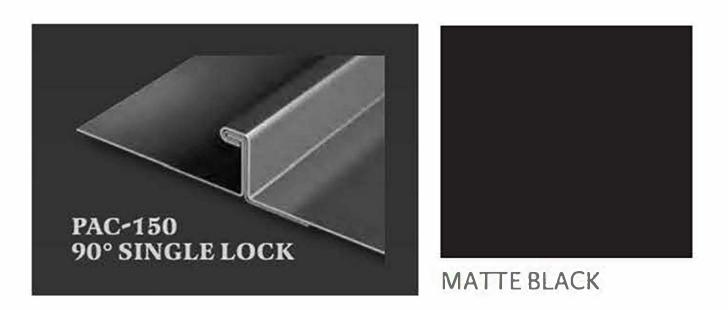
Arctic White



SIMONTON -SINGLE HUNG -VINYL -WHITE



BRICK - MERIDIAN - WILLOWBROOK



METAL ROOF - PAC-CLAD - PAC-150 -MATTE BLACK

032321-MB1-V2

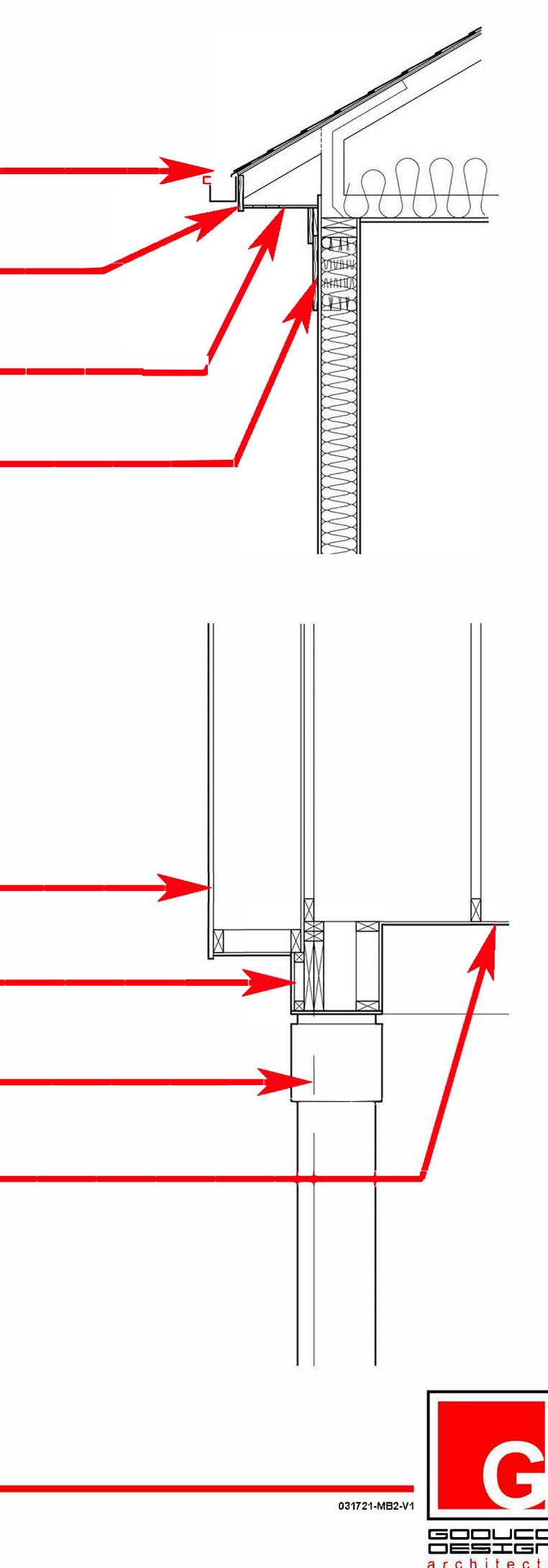


GUTTER- ALUMINUM - PLY GEM - SEAMLESS GUTTER - WHITE FASCIA - ALUMINUM WRAPPED - WHITE ----SOFFIT - ALUMINUM - WHITE -----FRIEZE BOARD - ALUMINUM WRAPPED - WHITE

RAKE/ SUBRAKE - ALUMINUM WRAPPED - WHITE ' PORCH FRIEZE - ALUMINUM WRAPPED - WHITE COLUMN - 1X PRE ENGINEERED WOOD - WHITE PORCH CEILING - ALUMINUM - WHITE

OAK PARK TOWNES - MATERIAL BOARD - 3 Story Units

TINLEY PARK, ILLINOIS



OAK PARK TOWNES

PROJECT NARRATIVE

17822 & 17828 OAK PARK AVENUE TINLEY PARK, IL 60477

February 2, 2023

Prepared by: Joseph A. Schudt & Associates, Inc. JAS Project Number 05-105-214OPT

TABLE OF CONTENTS

- 1. Project Narrative Description
- 2. Calculations
 - a. Time of Concentration (Tc)
 - **b.** Runoff Coefficients Development (Proposed)
 - c. Overland Flow Calculations
- 3. Location Map
- 4. USGS Map
- 5. CookViewer Tax Map
- 6. FEMA FIRM Map
- 7. NRCS Soils Map
- 8. USFW Wetland Mapper

Oak Park Townes 17822 & 17828 Oak Park Avenue Tinley Park, IL 60477

JOSEPH A. SCHUDT & ASSOCIATES PROJECT No. 05-105-214OPT February 2, 2023

PROJECT NARRATIVE DESCRIPTION

Oak Park Townes is a multi-family development consisting of 31 units in six buildings. The site consists of a parcel on the west side of Oak Park Avenue and 95 feet north of 179th Street containing 2.631 acres. The site is currently vacant and previously had two single family homes on two separate homesites. The homes were demolished and removed approximately 20 years ago. The overall property ownership is 2.631 acres and the proposed development area is 2.631 acres. The site currently has 0 acres of impervious area and following development, the site will have 1.782 acres of impervious area. The site is under the threshold for MWRD WMP permit detention requirements and no detention is proposed, however the site does meet the MWRD WMO permit requirement for Volume Control.

The MWRD stormwater ordinance requirement for Volume Control will be met with an infiltration trench at the rear of the multi-family buildings and a bioswale at the northwest corner of the property. The required volume control is calculated as one inch rainfall over the proposed impervious area of 1.782 acres for a total of 0.148 acre-feet or 6,455 cubic feet of storage. With an infiltration trench with stone void volume, and the bioswale at the northwest property corner, the volume control is calculated as follows.

The total volume control required is 0.148 acre-feet of storage and 0.165 acre-feet of storage is being provided.

The site currently drains toward the west to a stormwater storage area owned by the Village of Tinley Park. Proposed storm sewer will drain from the volume control areas to the west to the Village of Tinley Park detention area. The storm sewers from the Village of Tinley Park detention area flow to the north in Oak Park Avenue and continue north into a series of larger diameter storm sewers and ultimately discharge into Midlothian Creek.

Overland flow and runoff from the site occurs at the northwest corner of the property at the west end of the proposed street. There is no upstream tributary area that entering the site from offsite property. The total tributary area of 2.631 acres with a total 100-year runoff of 18.41 cfs. This overland flow path at the north end of the site results in an overland flow elevation of 693.0 which is 3.1 feet below floor elevation of the proposed buildings. The overland flow calculations are included and the upstream tributary area and overland flow path is indicated on the Drainage Exhibit in the site improvement plan set. According to the most recent FEMA FIRM Panel 17031C0708J, with an effective date of August 19, 2008, there is no floodplain on the subject property.

There are no wetlands on the site per the National Wetland Inventory Map.

The NRCS Soil Survey data indicates that underlying soils are 100 percent Milford silty clay loam (69A).

End of Narrative

NRCS TIME OF CONCENTRATION (T_c) OR TRAVEL TIME (T_t)

PROJECT:	OAK PARK TOWNES		Р	ERMIT NUMB	ER:	
LOCATION:	TINLEY PARK, IL			DA	TE:	2/2/2023
CONDITION	(SELECT FROM DROP-DOWN)					
X PR	DPOSED CONDITION	EXIS	STING	G CONDITION		
SHEET FLOV	I					
1. Seg	ment ID	DRIVEWAY	Ī			
	face description	PAVED				
3. Ma	nning's roughness coefficient, n	0.011				
4. Flo	w length, $L ~(\leq 100 \text{ ft})$	80	ft			
5. 2-y	ear, 24-hr rainfall, P ₂	3.34	in	3.34		
	d slope, <i>s</i>	1.000	ft/ft		_	
7. Tra	vel time, T_t $T_t = \frac{0.007(nL)^{0.8}}{(P_2)^{0.5}s^{0.4}}(60)$	0.21	+		=	0.21 min
SHALLOW C	ONCENTRATED FLOW					
8. Seg	ment ID	LAWN	l			
9. Sur	face description (drop-down list)	Unpaved				
10. Flo	w length, L	600	ft			
11. Wa	tercourse slope, s	0.002	ft/ft			
12. Ave	erage velocity, V	0.72	fps			
13. Tra	vel time, T_t $T_t = \frac{L}{60V}$	13.86	+		=	13.86 min
OPEN CHAN	NEL FLOW					
14. Seg	ment ID		I			
15. Cro	ss-sectional flow area, A		ft ²			
16. We	tted Perimeter, P _w		ft			
17. Hyd	draulic radius, R		ft			
18. Flo	w Length, <i>L</i>		ft			
19. Cha	annel slope, S		ft/ft			
20. Ma	nning's roughness coefficient, n					
21. Ave	erage velocity, V $V = \frac{1.486}{n} R^{\frac{2}{3}} S^{\frac{1}{2}}$		fps			
22. Tra	vel time, T_t $T_t = \frac{L}{60V}$		+		=	min
TIME-OF-CC	$\mathbf{P}(\mathbf{C}_{t}) = \mathbf{P}(\mathbf{T}_{t})$					
23. Tin	ne-of-Concentration, <i>Tc,</i> or Travel Time, <i>Tt</i>	T_c, T_t	= \[\]	T_t	=	14.07 min

COMPOSITE RUNOFF CURVE NUMBER (CN)

PROJECT:	OAK PARK TOWNES		PERMIT NU	JMBER:	
LOCATION:	TINLEY PARK, IL			DATE:	2/2/2023
TYPE OF ARE	A (SELECT WITH DROP-DOWN)				
DET	AINED AREA	X MA	IOR STORMW	ATER SYSTEN	1
UNF	RESTRICTED AREA	OTH	IER:		
UPS	TREAM AREA				
CONDITION	(SELECT WITH DROP-DOWN)				

X PROPOSED CONDITION

EXISTING CONDITION

RUNOFF CURVE NUMBER

Surface Description	Hydrologic Soil Group (HSG)	CN	Area (acres)	Product (CN)(Area)
IMPERVIOUS AREA	С	98	1.78	174.24
BIOSWALE/INFILTRATION	С	63	0.18	11.28
LAWN	С	74	0.67	49.88

TOTALS: 2.63

235.40

COMPOSITE RUNOFF CURVE NUMBER

Composite CN =	Total Product	235.40	\rightarrow	Composite CN =	89.47	
	Total Area	2.63			85.47	

ADJUSTED COMPOSITE RUNOFF CURVE NUMBER (CN ADJ)

PROJECT: OAK PARK TOWNES	PERMIT NUMBER:	
LOCATION: TINLEY PARK, IL	DATE:	2/2/2023
DEVELOPMENT INFORMTION		
1. Area Detained, A	2.63	31 acres
2. Total Impervious Area	1.7	78 acres
3. Composite CN	89.4	47
4. Volume Control Storage Provided, VC P	0.10	65 ac-ft
5. Depth of Rainfall, P	8.5	7 inches
RUNOFF VOLUME (NRCS EQUATIONS)		
6. Maximum Retention, S $S = \frac{1000}{CN} - 10$	1.1	.8 inches
7. Runoff Depth, Q_D $Q_D = \frac{(P - 0.2S)^2}{(P + 0.8S)}$	7.3	0 inches
8. Runoff Volume, V_R $V_R = Q_D A \left(\frac{1}{12 \frac{in}{ft}} \right)$	1.6	60 ac-ft
VOLUME CONTROL STORAGE		
9. Volume Control Storage Required, VC _R	0.14	48 ac-ft
10. Additional Volume Control Storage Provided	0.03	17 ac-ft
ADJUSTED RUNOFF VOLUME		
11. Adjusted Runoff Volume, V_{ADJ} $V_{ADJ} = V_R - VC_P$	1.43	36 ac-ft
12. Adjusted Runoff Depth, Q _{ADJ}	6.5	5 inches
13. Adjusted Maximum Retention, S _{ADJ}	2.0	12 inches
ADJUSTED COMPOSITE RUNOFF CURVE NUMBER		
14. Adjusted Runoff Curve Number, CN ADJ	83.2	23

COMPOSITE RUNOFF COEFFICIENT (C)

PROJECT:	OAK PARK TOWNES		PERMIT NUMBER:
LOCATION:	TINLEY PARK, IL		DATE:
TYPE OF ARE	EA (SELECT WITH DROP-DOWN)		
DET	AINED AREA	X MAJ	OR STORMWATER SYSTEM
UNI	RESTRICTED AREA	ОТН	IER:
UPS	TREAM AREA		
CONDITION	(SELECT WITH DROP-DOWN)		
X PRC	PPOSED CONDITION	EXIS	TING CONDITION
RUNOFF CO	EFFICIENT		

Surface Description	С	Area (acres)	Product (C)(Area)
IMPERVIOUS	0.90	1.78	1.60
LAWN	0.45	0.67	0.30
BIOSWALE/INFILTRATION	0.10	0.18	0.02
		2.62	1.02

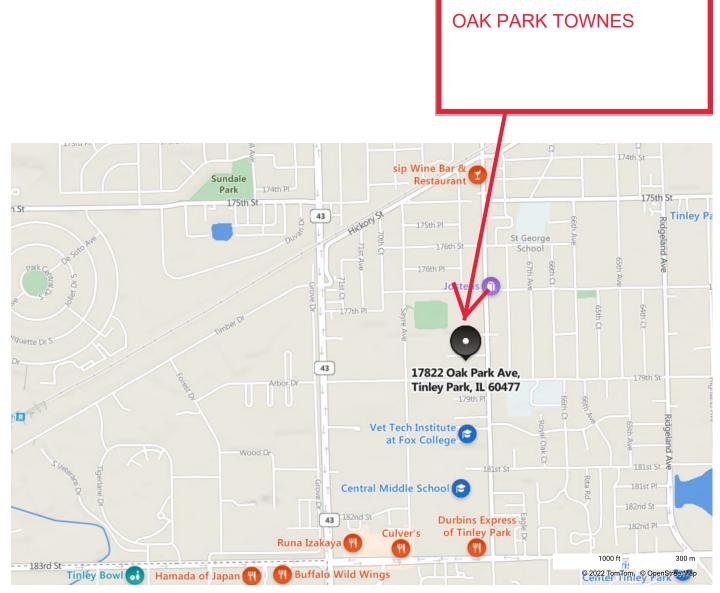
TOTALS: 2.63

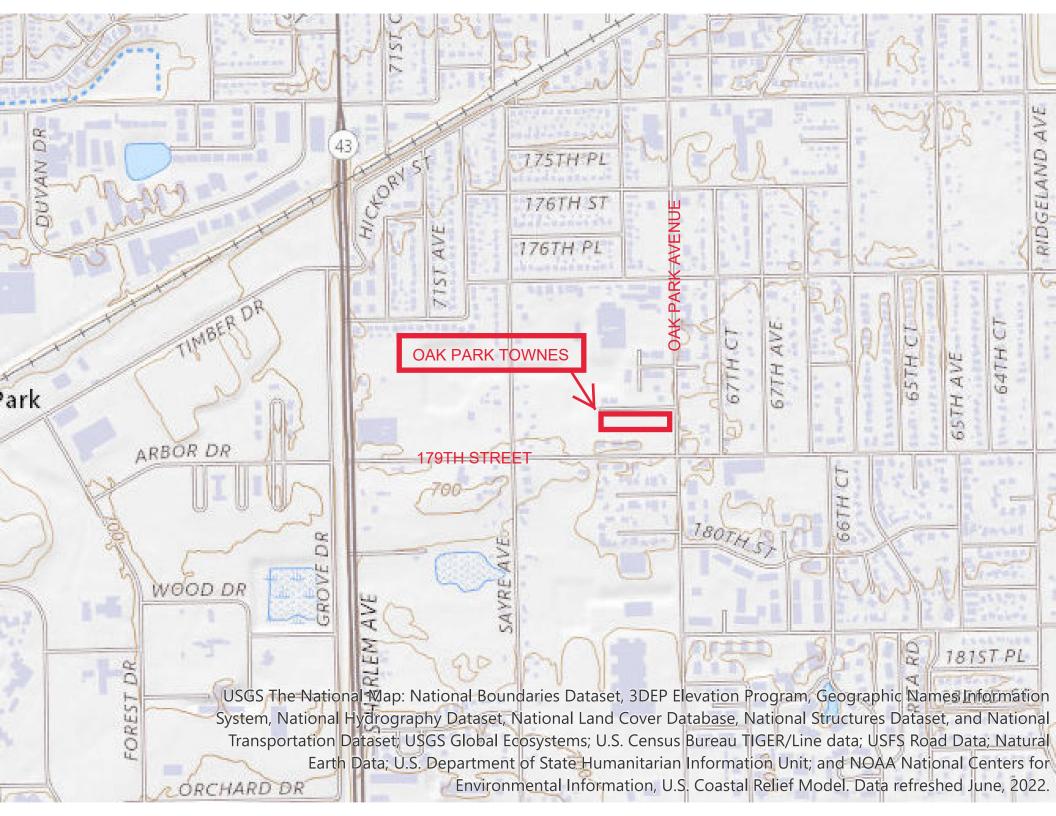
1.92

COMPOSITE RUNOFF COEFFICIENT

Composite C	= Total Product Total Area	Total Product	. [1.92] 、	Composito C	_	0.72
		2.63	\rightarrow Composite C	=	0.73			

17822 Oak Park Ave, Tinley Park, IL 60477





Cook County CookViewer



Cook County GIS Dept Cook County GIS Department

National Flood Hazard Laver FIRMette

250

n

500

1,000

1.500

2.000



Legend

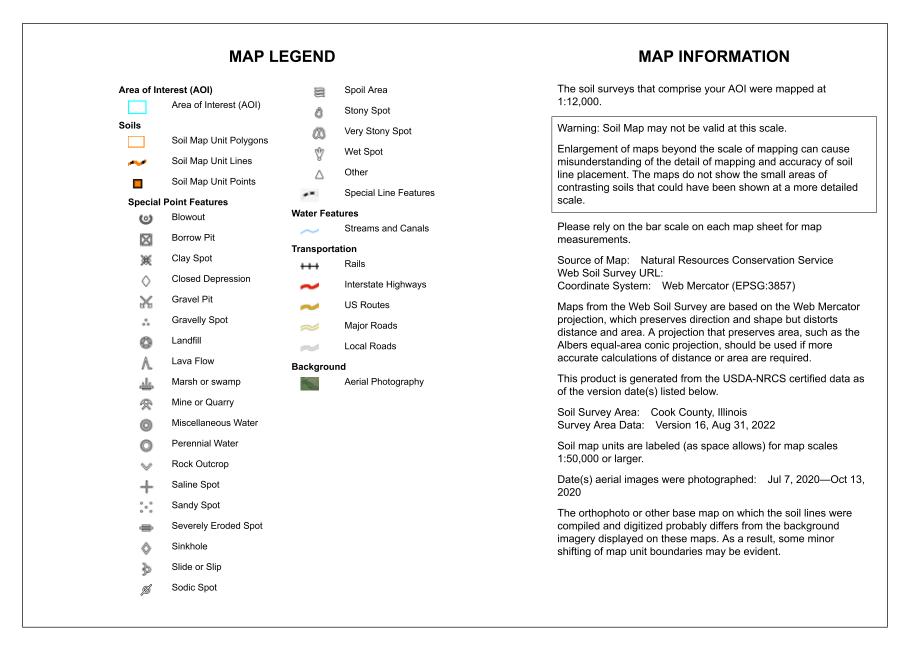
regulatory purposes.

87°47'25"W 41°34'12"N SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT Without Base Flood Elevation (BFE) Zone A. V. A9 With BFE or Depth Zone AE, AO, AH, VE, AR SPECIAL FLOOD HAZARD AREAS **Regulatory Floodway** 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X OTHER AREAS OF FLOOD HAZARD Area with Flood Risk due to Levee Zone D NO SCREEN Area of Minimal Flood Hazard Zone X (EL 691 Feet) Effective LOMRs Zone AE OTHER AREAS (EL 691 Feet) Area of Undetermined Flood Hazard Zone D AREA OF MINIMAL FLOOD HAZARD - - - - Channel, Culvert, or Storm Sewer GENERAL STRUCTURES LITITIE Levee, Dike, or Floodwall Village of Tinley Park 20.2 Cross Sections with 1% Annual Chance 17.5 Water Surface Elevation 170169 **Coastal Transect** Mase Flood Elevation Line (BFE) Limit of Study T36N R13E S31 Jurisdiction Boundary **Coastal Transect Baseline** OTHER **Profile Baseline** 7031C0709 FEATURES Hydrographic Feature **Digital Data Available** No Digital Data Available MAP PANELS Unmapped Cook County The pin displayed on the map is an approximate point selected by the user and does not represent 170054 an authoritative property location. This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards Zone AE The flood hazard information is derived directly from the EL 695 Feet) authoritative NFHL web services provided by FEMA. This map was exported on 2/2/2023 at 5:30 PM and does not reflect changes or amendments subsequent to this date and one A time. The NFHL and effective information may change or become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for 87°46'48"W 41°33'45"N Feet 1:6.000 unmapped and unmodernized areas cannot be used for

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020



USDA Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey 2/2/2023 Page 1 of 3



USDA

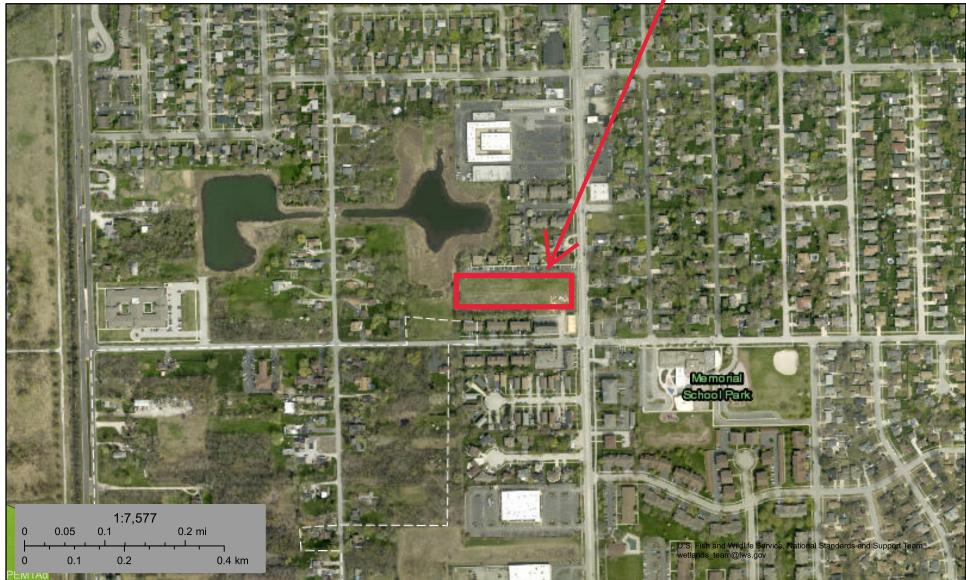
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
69A	Milford silty clay loam, 0 to 2 percent slopes	2.7	100.0%
Totals for Area of Interest		2.7	100.0%



U.S. Fish and Wildlife Service National Wetlands Inventory

OAK PARK TOWNES



February 2, 2023

Wetlands



Estuarine and Marine Deepwater

Estuarine and Marine Wetland

- Freshwater Forested/Shrub Wetland
 - Freshwater Pond

Freshwater Emergent Wetland

Lake Other Riverine This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

	Engineer's Opinion of Proba	ble Construct	ion Costs				
Project:	et: OAK PARK TOWNES, TINLEY PARK				IAS #0 4	5_105.	-214 OPT
Description:	Site Improvement Plan EOPCC				J 115 #0	5-105-	214 01 1
Date:	2/2/2023						
Dute.	Revised: 05/16/23						
	Total Site Improvements						
<u>Item</u>	Description	<u>Quantity</u>	<u>Unit</u>		<u>Unit Price</u>		Amount
	Mass Grading & Soil Erosion & Sediment Control						
1	Construction Entrance	1	EA	\$	1,800.00	\$	1,800.00
2	Silt Fence	3,470	LF	\$	3.00	\$	10,410.00
3	Concrete Washout	1	EA	\$	450.00	\$	450.00
4	Inlet Protection	12	EA	\$	180.00	\$	2,160.00
5	Topsoil Stripping	4,100	CY	\$	5.40	\$	22,140.00
6	Earth Excavation (Fill)	5,600	CY	\$	5.40	\$	30,240.00
7	Topsoil Respread (6" depth)	680	CY	\$	5.40	\$	3,672.00
8	Erosion Control Blanket & Seed	1,800	SY	\$	5.00	\$	9,000.00
9	Sod	1,550	SY	\$	10.00	\$	15,500.00
	Subtotal-Mass Grading, Erosion & Sediment					\$	95,372.00
	Storm Sewer & Drainage						
1	10" HDPE Pipe	463	LF	\$	25.00	\$	11,575.00
2	10" Duct-Iron Pipe	178	LF	\$	60.00	\$	10,680.00
3	12" HDPE Pipe	133	LF	\$	30.00	\$	3,990.00
4	12" End Section	1	EA	\$	400.00	\$	400.00
5	4" PVC Drain	360	LF	\$	20.00	\$	7,200.00
6	PVC Observation Well	6	EA	\$	200.00	\$	1,200.00
7	24" Dia. Inlet W/ TY1 F & G	10	EA	\$	1,200.00	\$	12,000.00
8	Infiltration Trench	950	CY	\$	35.00	\$	33,250.00
9	Geotextile Fabric	1050	SY	\$	2.00	\$	2,100.00
10	24" Dry Well	2	EA	\$	1,500.00	\$	3,000.00
11	Trench Backfill	80	CY	\$	36.00	\$	2,880.00
12	10" PVVC C900 Pipe	210	LF	\$	50.00	\$	10,500.00
	Subtotal-Storm Sewer					\$	98,775.00
	Sanitary Sewer						
1	8" PVC Pipe	1100	LF	\$	40.00	\$	44,000.00
2	6" PVC Pipe	880	LF	\$	30.00	\$	26,400.00
3	4' Dia. Manhole	8	EA	\$	2,700.00	\$	21,600.00
4	Trench Backfill	350	CY CY	\$	36.00	\$	12,600.00
5	Pavement Patch	2	EA	\$	1,000.00	\$	2,000.00
6	Street Bond	1	EA	ب	5,000.00	\$	5,000.00
7	Connect to Existing Sewer	1	EA	\$	2,000.00	\$	2,000.00
8	Restoration	1	LS	\$	2,500.00	\$ \$	2,000.00
0		1	LS	φ	2,500.00		
	Subtotal-Sanitary Sewer					\$	116,100.00

Project:	OAK PARK TOWNES, TINLEY PARK				JAS #05	5-105-	-214 OPT
Description:	Site Improvement Plan EOPCC						
Date:	2/2/2023						
	Revised: 05/16/23						
Page 2							
0							
<u>Item</u>	Description	<u>Quantity</u>	<u>Unit</u>		<u>Unit Price</u>		<u>Amoun</u>
1	Water Main	1 105	IF		50.00	¢	50 750 00
1	8" Ductile Iron Pipe	1,195	LF	\$	50.00	\$	59,750.00
2	8" Valve & 48" Vault	4	EA	\$	3,150.00	\$	12,600.00
3	1 1/2" Copper Service	1,790	LF	\$	40.00	\$	71,600.00
4	B-Box	62	EA	\$	500.00	\$	31,000.00
5	Fire Hydrant w Aux. Valve & Box	6	EA	\$	3,600.00	\$	21,600.00
6	Trench Backfill	350	CY	\$	36.00	\$	12,600.00
7	8" x 6" Pressure Connect	1	EA	\$	2,000.00	\$	2,000.00
	Subtotal-Water Main					\$	211,150.00
	Street Pavement						
1	Paving 2.25" HMA Surface Course	1,800	SY	\$	11.50	\$	20,700.00
2	Paving 2.5" HMA Binder Course	1,800	SY	\$	11.75	\$	21,150.00
3	Paving 10" Aggregate Base Course	1,800	SY	\$	19.00	\$	34,200.00
4	PCC Sidewalk (5" w/ 4" aggregate base)	2,000	SF	\$	7.00	\$	14,000.00
5	Curb & Gutter (B-6.12)	1,135	LF	\$	30.00	\$	34,050.00
6	Depressed Curb & Gutter	150	LF	\$	30.00	\$	4,500.00
7	Pavement Striping (Stripes, Letters & Symbols)	1	LS	\$	1,350.00	\$	1,350.00
8	Signs	9	LS	\$	2,000.00	\$	18,000.00
0	Subtotal-Street Pavement			•	_,	\$	147,950.00
	Common Driveway Pavement			<u> </u>			
1	Paving 1.75" HMA Surface Course	930	SY	\$	10.50	\$	9,765.00
2	Paving 2.5" HMA Binder Course	930	SY	\$	11.75	\$	10,927.50
3	Paving 8" Aggregate Base Course	930	SY	\$	15.00	\$	13,950.00
	Subtotal- Common Driveway Pavement					\$	34,642.50
	Miscellaneous						
			.	*		¢	~ -
1	Decorative Light Standard (Fixture, pole, base, electric)	19	EA	\$	4,500.00	\$	85,500.00
2	Bike Rack & Concrete Pad	6	EA	\$	800.00	\$	4,800.00
	Subtotal-Miscellaneous					\$	90,300.00
	TOTAL EOPCC					\$	794,289.50

TRUSTEE'S DEED

Doc#. 2216418030 Fee: \$98.00 Karen A. Yarbrough Cook County Clerk Date: 06/13/2022 07:41 AM Pg: 1 of 4

Dec ID 20220601640124 ST/CO Stamp 1-901-256-784 ST Tax \$682.00 CO Tax \$341.00

(The above space for recorder's use only)

This Indenture, made this 26th day of May, 2022, between First Secure Bank and Trust Co., an Illinois Banking Corporation f/k/a Family Bank and Trust Co. as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said bank in pursuance of a trust agreement dated the 28th day of October, 2005, and known as Trust Number 10-873, party of the first part, and OAK PARK TOWNES BY EEP, LLC, an Illinois limited liability company, party of the second part.

Address of Grantees: 2200 Cabot Drive, Suite 110, Lisle, IL 60532

Witnesseth, that said party of the first part, in consideration of the sum of ten dollars, and other good and valuable considerations in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

See attached legal description

Commonly Known As:	17822 Oak Park Ave, Tinley Park, IL 60477 (Parcel 1) 17828 Oak Park Ave, Tinley Park, IL 60477 (Parcel 2)
PIN:	28-31-105-010-0000 (Parcel 1) 28-31-105-026-0000; 28-31-105-027-0000 (Parcel 2)

Together with the tenements and appurtenances thereunto belonging.

To have and to hold the same unto said party of the second part, and to the proper use, benefit, and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned.

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its President/Trust Officer and attested by its Authorized Officer/Assistant Trust Officer, the day and year first above written.

FIDELITY NATIONAL TITLE OC22008190

2216418030 Page: 2 of 4

As Trustee as Aforesaid,

Its: President/Trust Officer

Attest

Its: Authorized Officer/Assistant Trust Officer

THIS DOCUMENT WAS PREPARED AND DRAFTED BY:

First Secure Bank and Trust Co. 10360 S. Roberts Road Palos Hills, IL 60465

STATE OF ILLINOIS)) ss. COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Joseph Kirkeeng, President of First Secure Bank and Trust Co., and Mary Chambers, Authorized Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Authorized Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of May, 2022.

PLANC RICK J DELGROSSO Official Seal Notary Public Notary Public - State of Illinois My Commission Expires Jan 23, 2026 **GRANTEE'S ADDRESS &** Mail Recorded Deed To: Mail Tax Bills To: TalaricolawGwupUC 15000 scicewAve. Oak Corest IL 2200 Cabot Dr #110 Liste 11 10532

2216418030 Page: 3 of 4

•;

Legal Description

PARCEL 1: LOT 4 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 5 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES (EXCEPT THAT PART TAKEN FOR WIDENING OF OAK PARK AVENUE AS SHOWN IN DOCUMENT NO. 23905184, BEING THE EAST 10 FEET OF THE LAND) BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As:	17822 Oak Park Ave, Tinley Park, IL 60477 (Parcel 1) 17828 Oak Park Ave, Tinley Park, IL 60477 (Parcel 2)
PIN:	28-31-105-010-0000 (Parcel 1) 28-31-105-026-0000; 28-31-105-027-0000 (Parcel 2)

REAL ESTATE TRA	NSFER T	AX	07-Jun-2022
		COUNTY:	341.00
		ILLINOIS:	682.00
		TOTAL:	1,023.00
28-31-105-010-	0000	20220601640124	1-901-256-784

Declaration Prepared by, and after Recording Mail to:

DECLARATION for OAK PARK TOWNES BY EEP, LLC

THIS DECLARATION is made by OAK PARK TOWNES BY EEP, LLC, ("Developer").

RECITALS

Developer is the record title holder of certain real estate which is legally described in Exhibit "A" hereto, hereafter referred to as the "Development Area" or the "Parcel". The Development Area shall be the subject of a phased townhome development called "OAK PARK TOWNES BY EEP" (the "Development"). The Development shall include, among other things, residential units, streets, parking areas, walkways, driveways, underground

improvements, detention areas and green space.

In order to provide for the orderly and proper administration and maintenance of the Dwelling Unit Exteriors and for the architectural control of the Dwelling Units, the Developer has formed the Residential Association under the Illinois General Not-For-Profit Corporation Act. The Residential Association shall have the responsibility for administering and maintaining the Dwelling Unit Exteriors and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. The administration and maintenance of the Dwelling Unit Exteriors by the Residential Association shall at all times be subject to this Declaration and all of the rights and easements provided for the Owners in this Declaration. Each Owner of a Dwelling Unit shall be a member of the Residential Association.

In addition, portions of the Parcel, including, without limitation, walkways, driveways, open areas, detention areas, streets, common drives, entranceway, street islands, including improvements located above and below the ground, shall be designated by the Developer as "Community Area". The Community Area shall be maintained by the Residential Association for the common use and enjoyment of all residents of the Development.

During the construction and marketing of the Development, the Developer shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to appoint all members of the Board, as more fully described in Article Nine, the right to come upon the Development Area in connection with Developer's efforts to sell Dwelling Units and other rights reserved in Article Nine.

NOW, THEREFORE, the Developer declares as follows:

ARTICLE ONE

Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 <u>BOARD</u>: The Board of Directors of the Residential Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five.

1.02 <u>BY-LAWS</u>: The By-Laws of the Residential Association as described in Exhibit "B" hereto.

1.03 <u>CHARGES</u>: The Townhome Assessment, any special assessment levied by the Residential Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.04 <u>COMMUNITY AREA</u>: All Lot Areas and all portions of the Parcel other than Dwelling Unit Exteriors and the residential units comprising a Dwelling Unit. The Community Area shall generally include, but not be limited to, open space, Unit Driveways, common drives, <u>(excluding drives from the interior street to the Dwelling Unit)</u>, common parking areas, walkways, storm water detention and/or retention areas, storm sewers, entranceway on 179th Street, interior streets, street islands and green areas (even if located within the boundaries of a Lot). The Community Area shall be administered, maintained, repaired and replaced by the Residential Association; (Exhibit B).

1.05 <u>COUNTY</u>: Cook County, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in Cook County as of the Recording of this Declaration.

1.06 DECLARATION: This instrument and all Exhibits hereto, as amended or

supplemented from time to time.

1.07 <u>DEVELOPER</u>: OAK PARK TOWNES BY EEP, LLC an Illinois limited liability company, its successors and assigns.

1.08 <u>DEVELOPMENT</u>: The residential project comprised of the Dwelling Units.

1.09 <u>DEVELOPMENT AREA</u>: The real estate described in Exhibit "A" hereto with all improvements thereon and rights appurtenant thereto. The Development Area may also be referred to as "Parcel".

1.10 <u>DWELLING UNIT</u>: At the time that each Lot is made subject to this Declaration as part of the Parcel, the Lot shall be improved with a building consisting of a residential unit. Each residential unit shall share a Party Wall with each of one or more other residential units. A Dwelling Unit shall be a residential unit and may include an attached garage-(Exhibit C). No Dwelling Unit shall be subdivided or partitioned.

1.11 <u>DWELLING UNIT EXTERIOR</u>: The roof, foundation, steps, footings, outer surface of exterior walls and garage doors of the residential unit and attached garage unit comprising the Dwelling Unit; those portions of water, sewer, electric and other operating or utility systems which serve more than one Dwelling Unit (but not including those portions of such systems which serve only such Dwelling Unit); and patios or balconies, if any, but excluding any Community Area.

1.12 <u>LOT</u>: A portion of the Parcel conveyed to an Owner comprised of the Dwelling Unit and the Lot Area.

1.13 <u>LOT AREA</u>: All portions of the Lot which are not improved with a residential unit, including all Unit Driveways and open, landscapable areas. Lot Areas are designated

Formatted: Indent: First line: 0.5", Tab stops: -1", Left

as part of the Community Area to be maintained by the Residential Association.

1.14 <u>MORTGAGEE</u>: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.15 NON-OWNER: A person other than an Owner or a Resident.

1.16 <u>OWNER</u>: A Record owner, whether one or more Persons, of fee simple title to any Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Developer shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Developer.

1.17 <u>PARCEL</u>: The real estate described in Exhibit "A" hereto with all improvements thereon and rights appurtenant thereto. The Parcel may also be referred to as "Development Area".

1.18 <u>PARKING AREA</u>: A portion of the Community Area which is improved with outdoor unassigned parking spaces for the parking of motor vehicles by Residents, their guests or invitees; provided, however, the portion of the Lot Area extending perpendicular from a Dwelling Unit's garage to the private street shall be for the exclusive parking of an Owner or invitees.

1.19 <u>PARTY WALL</u>: The wall, floor or ceiling shared by adjoining residential units located on adjacent Lots.

1.20 <u>PERSON</u>: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.21 RECORD: To record in the office of the Recorder of Deeds of Cook County,

Illinois.

1.22 <u>RESIDENT</u>: An individual who resides in a Dwelling Unit and who is either an Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.

1.23 <u>RESIDENTIAL ASSOCIATION</u>: The OAK PARK TOWNES Residential Association, an Illinois not-for-profit corporation, its successors and assigns.

1.24 <u>TOWNHOME ASSESSMENT</u>: The amounts which the Residential Association shall assess and collect from the Owners to pay the Townhome Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.25 <u>TOWNHOME EXPENSES</u>: The expenses of administration (including management and professional services), operation, maintenance, repair and replacement of the Dwelling Unit Exteriors and Community area; the cost of insurance, water, electricity, telephone and other necessary utility expenses for the Dwelling Unit Exteriors and Community area; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Residential Association in connection with the maintenance of the Dwelling Unit Exteriors and Community area; any expenses designated as Townhome Expenses by this Declaration; and any other expenses lawfully incurred by the Residential Association for the common benefit of all of the Owners.

1.26 <u>TRUSTEE</u>: Any Illinois land trust to which Developer conveys title prior to recordation of this Declaration.

1.27 <u>TURNOVER DATE</u>: The date on which the rights of the Developer to designate the members of the Board are terminated under Section 9.05.

1.28 <u>UNIT DRIVEWAY</u>: A portion of the Lot Area which provide access to a public way or street from a Dwelling Unit.

1.29 <u>VILLAGE</u>: The City of Tinley Park, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Village of Tinley Park as of the Recording of this Declaration.

1.30 <u>VOTING MEMBER</u>: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO

Scope of Declaration

2.01 <u>PROPERTY SUBJECT TO DECLARATION</u>: Developer, as the Owner of fee simple title to the Parcel, expressly intends to, and by Recording this Declaration, does hereby subject the Parcel to the provisions of this Declaration.

2.02 <u>CONVEYANCES SUBJECT TO DECLARATION</u>: All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Parcel. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.03 <u>DURATION</u>: Except as otherwise specifically provided herein, the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by not less than three-fourths (3/4) of the then Owners.

2.04 <u>DWELLING UNIT CONVEYANCE</u>: Once a Dwelling Unit has been conveyed by the Developer to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Board.

ARTICLE THREE

<u>Covenants and Restrictions as to Use and</u> <u>Maintenance of the Dwelling Unit Exterior and Dwelling Units</u>

3.01 <u>IN GENERAL</u>: The restrictions and limitations contained in this Article shall be subject to the rights of the Developer set forth in Article Nine.

3.02 <u>OWNERSHIP</u>: At the time that portions of the Development Area are made subject to this Declaration, they shall consist of Lots or other property which may be conveyed to the Residential Association as Community Area for the benefit of all residents of the Development.

3.03 <u>ACCESS EASEMENT</u>: Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to the private and public streets

and roads over and across the Dwelling Unit Exterior, the Lot area and the Community area, which easements shall run with the land, be appurtenant to and pass with the title to every Dwelling Unit. The County, the Village or any municipality or other governmental authority which has jurisdiction over the Development shall have a non-exclusive easement of access over the Development for police, fire, ambulance, waste removal, snow removal and other vehicles for the purpose of furnishing municipal or emergency services to the Parcel. The Residential Association, its employees, agents and contractors, shall have the right of ingress to, egress from and parking on the Dwelling Unit Exterior, and the right to store equipment on the Dwelling Unit Exterior, for the purposes of furnishing any maintenance, repairs or replacements of the Dwelling Unit Exterior, as required or permitted hereunder.

3.04 <u>RIGHT OF ENJOYMENT</u>: Each Owner shall have the non-exclusive right and easement to use and enjoy the Lot Areas. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, subject to and governed by the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Residential Association.

3.05 <u>DELEGATION OF USE</u>: Subject to the provisions of this Declaration, the By-Laws and the reasonable rules and regulations from time to time adopted by the Residential Association, any Owner may delegate his right to use and enjoy the Lot Areas to Residents of his Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Dwelling Unit who are Residents.

3.06 <u>RULES AND REGULATIONS</u>: The use and enjoyment of the Dwelling Unit Exteriors shall at all times be subject to reasonable rules and regulations duly adopted by the Residential Association.

3.07 <u>UTILITY EASEMENTS</u>: Ameritech, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public and private utilities serving the Parcel are hereby

granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Lot Areas and Dwelling Unit Exterior for the purpose of providing utility services to the Parcel or any other portion of the Development Area. In addition, wiring for the fire alarm system shall pass through such Dwelling Unit and the Residential Association and governmental agencies shall have an ingress and egress easement for maintenance of same.

3.08 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Developer and the Residential Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Dwelling Unit Exterior for such uses and purposes as Developer or the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities and similar and related purposes. Any and all proceeds from leases, easements, licenses or concessions with respect to the Lot Areas and Dwelling Unit Exterior shall be used to pay the Townhome Expenses. The Residential Association shall have the right and power to dedicate any part or all of the roads or parking areas which constitute part of the Dwelling Unit Exterior to the County, the Village or any municipality or other governmental authority which has jurisdiction over the Development. Some Lots shall have an exterior room for fire alarm panels affecting more than one (1) Lot and one (1) Lot shall have, in addition, a control panel for the irrigation system. The Residential Association and governmental agencies shall have an ingress and egress easement for maintenance of same. In addition, the electricity for said fire alarm panels and irrigation system shall be metered on the Lot where located. Aa a consequence, the Residential Association, at its sole discretion, shall determine the reasonable cost of the electrical usage and reimburse the Owner for this cost. Each Person, by acceptance of a deed, mortgage, trustee's deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be

executed by the President and attested to by the Secretary of the Residential Association and duly recorded.

3.09 MAINTENANCE, REPAIR AND REPLACEMENT OF THE DWELLING UNIT EXTERIOR:

A. Maintenance, repairs and replacements of the Dwelling Unit Exterior shall be furnished by the Residential Association, and shall include, without limitation, the following:

(i) Normal maintenance, repair and replacement of the roof, outer surface of exterior walls, foundations, steps, footings, driveways, walkways and patios, but excluding the replacement of broken glass, or the repair of damage to garage doors, or matters customarily covered by an Owner's extended coverage hazard insurance as described in Paragraph 4.02;

(ii) Maintenance, repair and replacement of water, sewer, electrical and other systems which serve more than one Dwelling Unit (but not including those portions of such systems which serve only one Dwelling Unit, such as a garage door opener, heating and air-conditioning unit, and electrical or plumbing fixtures);

B. The Residential Association may cause alterations, additions or improvements to be made to the Dwelling Unit Exterior, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than Five Thousand & 00/100 (\$5,000.00) DOLLARS multiplied by the number of Dwelling Units then subject to this Declaration shall be approved in advance at a special meeting of the Owners.

3.10 <u>DAMAGE BY RESIDENT</u>: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of the

Owner of a Dwelling Unit, damage shall be caused to the Dwelling Unit Exterior and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Townhome Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Residential Association.

3.11 <u>MAINTENANCE, REPAIR AND REPLACEMENT OF DWELLING UNITS</u>: Each Owner shall be responsible for the maintenance and repair of his Dwelling Unit and shall maintain same in a clean, safe and healthful condition. Maintenance, repair and replacement of the Dwelling Unit Exterior shall be provided by the Residential Association. The Residential Association shall also maintain, repair and replace the Lot Area and Unit Driveway as part of the Community Area.

3.12 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE DWELLING UNITS: No additions, alterations or improvements shall be made to any Dwelling Unit Exterior by an Owner without the prior written consent of the Board. This includes any fences or privacy walls between units or decks, whether attached or free standing. A landscaping hedge between units shall be allowed subject to Board approval prior to any installation. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Dwelling Unit Exterior by an Owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Residential Association from time to time the additional cost of maintenance of the Dwelling Unit Exterior as a result of the addition, alteration or improvement. Prior to Board approval of any alteration or improvement to any Dwelling Unit Exterior, the Board shall be required to develop and ratify a standard by which all Dwelling Unit Exterior alterations or improvements shall comply. Such standard shall address maximum size, location, type of materials, method of construction, colors, etc. to ensure any Dwelling Unit Exterior alterations or improvements shall be consistently applied throughout

the Development.

If an addition, alteration or improvement is made to a Dwelling Unit Exterior by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

 Require the Owner to remove the addition, alteration or improvement and restore the Dwelling Unit Exterior to its original condition, all at the Owner's expense; or

(ii) If the Owner refuses or fails to properly perform the work required under(i), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(iii) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.13 <u>NO DEDICATION TO PUBLIC USE</u>: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Dwelling Unit Exterior to or for any public use or purpose whatsoever.

3.14 USE RESTRICTIONS:

A. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any dwelling, or accessory building or on any Lot. This Section shall not be construed in such a manner as to prohibit an owner from maintaining his personal and/or professional library therein, keeping his personal business

and/or professional records or accounts therein or handling his personal business and/or professional telephone calls or correspondence therefrom. However, an owner shall not meet with clients on the Lot in connection with his or her business;

B. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling Unit Exterior. The Parcel shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be stored in the Dwelling Unit; and

C. Each Dwelling Unit shall be used only as a residence; provided that no Owner shall be precluded, with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

3.15 <u>OBSTRUCTIONS</u>: Except as permitted under Section 9.03, no Owner shall obstruct any Dwelling Unit Exterior or Lot Area, and nothing shall be stored in the Lot Area without the prior written consent of the Board.

3.16 <u>PETS</u>: No animal of any kind shall be raised, bred or kept in any Dwelling Unit Exterior or Lot Area. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Dwelling Units, which may include prohibiting certain species of pets from being kept in the Dwelling Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Parcel upon three (3) days written notice from the Board to the Owner of the Dwelling Unit containing such pet and the decision of the Board shall be final.

3.17 PROSCRIBED ACTIVITIES:

A. No noxious or offensive activity shall be carried on in the Parcel nor shall

anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents;

B. No awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior of the Dwelling Unit, without the prior written consent of the Board;

C. No Owner shall install a mailbox which has not been made available from the Developer or the design of which has not been approved by the Board; and

D. No boats, trailers, commercial vehicles or recreational vehicles shall be parked overnight in the Unit Driveway or Community Area except as may be permitted by the rules and regulations of the Board. Notwithstanding the terms of this paragraph, pick-up trucks of one (1) ton or less and vans of similar size shall be permitted.

3.18 <u>STRUCTURAL IMPAIRMENT</u>: Nothing shall be done in, on or to any part of the Parcel which would impair the structural integrity of any building or structure located thereon.

3.19 <u>LEASE OF DWELLING UNIT</u>: Any Owner shall have the right to lease all (but not less than all) of his Dwelling Unit provided that no Dwelling Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service or maid service) are furnished. Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration. The Board may adopt such rules and regulations applicable to the leasing of Dwelling Units as it deems advisable. Notwithstanding anything contained herein, neither the provisions of this Section nor any

rules or regulations adopted pursuant hereto shall apply to the leasing of Dwelling Units owned by Developer or Trustee.

3.20 <u>RESIDENTIAL ASSOCIATION'S ACCESS</u>: The Residential Association shall have the right and power to come onto any Dwelling Unit for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

ARTICLE FOUR

Insurance

4.01 RESIDENTIAL ASSOCIATION'S RESPONSIBILITY: The Residential Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the ownership and/or use of the Community Area. The Residential Association shall be further responsible for maintaining such policies of insurance for the Community Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage vandalism and malicious mischief endorsements as the Residential Association may deem desirable provided that such policies shall (i) provide that such policies may not be canceled or substantially modified without at least ten (10) days' written notice to the Residential Association and all mortgagees of record of the Community Area; (ii) provide that all mortgagees of record of the Community Area shall have the right to pay overdue insurance premiums and to obtain new coverage in the event the existing insurance policy lapses; (iii) provide for coverage in the amount of one hundred (100%) percent of full replacement value; and (iv) contain standard mortgage clause endorsements in favor of the mortgagee(s) of the Community Area, as their respective interests may appear. The Residential Association may also obtain

such other kinds of insurance as the Residential Association shall from time to time deem prudent.

4.02 OWNER'S RESPONSIBILITY: Each Owner shall procure and maintain in full force at all times insurance covering his Townhouse Unit consisting of, or providing all the protections afforded by, the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to one hundred (100%) percent of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than Five Thousand & 00/100 (\$5,000.00) DOLLARS and naming the Residential Association as co-insured on each policy. Such insurance shall be written by companies reasonably acceptable to the Residential Association. A certificate of insurance evidencing such coverage shall be furnished to the Residential Association and new certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Residential Association in each case at least ten (10) days prior to the expiration date of the expiring insurance. In the event the Townhouse Unit or any portion thereof shall be damaged or destroyed by fire or other casualty, the Owner shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good as condition as existed immediately prior to such damage or destruction and in the same architectural style and design as originally constructed by the Developer and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. In the event of the total or substantial destruction of all of the Dwelling Units, the architectural design of the Dwelling Units to be rebuilt and the materials to be used in reconstruction shall be in accordance with the plans approved by the Village.

4.03 <u>OWNER'S FAILURE</u>: Upon the failure of any Owner to procure and maintain the insurance required in Section 4.02 hereof or, in the event the Board, in its discretion, determines that the Dwelling Unit is underinsured, the Board shall have the authority to procure such insurance and/or additional insurance, as the case may be, and the costs

thereof shall become a lien upon the Lots in the same manner as provided in Article Six hereof for nonpayment of maintenance assessments.

4.04 <u>REPAIR, RESTORATION OR REBUILDING</u>: All repair, restoration or rebuilding pursuant to the provisions of this Article Four shall be carried out under such supervision and direction as the Board shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Dwelling Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of, the Residential Association in connection therewith.

4.05 <u>PROCEEDS USED FOR RESTORING</u>: In the event of such damage or destruction of a Dwelling Unit, the holder of the mortgages encumbering said Dwelling Unit shall allow the proceeds of any insurance required pursuant to Section 4.02 hereof to be utilized in restoring the Dwelling Unit to the terms of this Article.

4.06 <u>OWNER'S FAILURE TO REPAIR, RESTORE OR REBUILD</u>: In any case in which the Owner or Owners concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article Four, the Residential Association shall cause such repairs or rebuilding to be furnished, provided and installed, in the manner as set forth in Section 4.03 hereof provided, however, that to the extent the insurance proceeds referred to in Section 4.02 are insufficient as to any Dwelling Unit, the particular Owner shall be responsible to the Residential Association for such deficiency, and the Residential Association shall have, and is hereby granted, a continuing lien on the Lot for which any such repairs or rebuilding are furnished by the Residential Association in the aggregate amount of (a) the cost thereof, (b) interest at a per annum rate equal to the sum of the prime rate at Bank One (or its successor) plus two (2%) percent from the date of the Residential Association's payment of such costs, and (c) reasonable attorney's fees and any court or other costs incurred by the Residential Association in connection therewith, which

lien shall bind such Lot in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Residential Association therefor, as aforesaid, such lien shall be foreclosed against the Lot by the Residential Association in the same manner as hereinafter provided in connection with unpaid assessments. The Residential Association's lien in this Section 4.06 provided for shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot.

4.07 <u>BOARD'S AUTHORITY TO SETTLE</u>: In the event of any damage or destruction to the exterior portion of a Dwelling Unit and the loss is covered by policies of insurance, and the Owner or Owners fail to settle or adjust any such claim within a reasonable time, without reasonable cause, then after due notice to said Owner or Owners, the Board shall have the authority to settle and adjust any claim under such policies without the consent of the respective Owner.

ARTICLE FIVE

The Residential Association

5.01 <u>IN GENERAL</u>: Developer has caused the Residential Association to be incorporated as a not-for-profit corporation under Illinois law. The Residential Association shall be the governing body for all of the Owners and shall exercise all powers and duties vested by law or this Declaration necessary to manage the Development, which powers and duties shall include, but not be limited to the following:

A. The administration and operation of the Dwelling Unit Exterior and the Community Area;

B. Furnishing landscaping, snow removal, waste removal (if not individually contracted by the Owner) and other similar services with respect to the Community Area (including, without limitation, those portions of the Community Area which are Lot Areas);

C. Collection of all assessments due or to become due to the Residential Association and prepare checks (which shall be executed by persons designated by the Board) to pay Townhome expenses;

D. Rendering statements specifying all receipts and disbursements;

E. Preparation of an annual budget;

F. Hiring, supervising and discharging all engineers, janitors and other employees who perform work for the Residential Association;

G. Furnishing all necessary decorating, maintenance, repairs and replacements to the property for which the Residential Association is responsible;

H. Purchasing all normal operating supplies and enter into any necessary service contracts on behalf of the Residential Association;

I. Procuring all insurance which the Residential Association is authorized or obligated to obtain under the terms hereof;

J. Preparing and implementing of appropriate rules and regulations; and

K. Purchasing other goods and services required for the proper administration, operation, maintenance, repair and replacement of the property administered and operated by the Residential Association.

5.02 <u>MEMBERSHIP</u>: Each Owner shall be a member of the Residential Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Residential Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

5.03 <u>VOTING MEMBERS</u>: Subject to the provisions of Section 9.05, voting rights of the members of the Residential Association shall be vested exclusively in the Voting Members for each Dwelling Unit. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 <u>THE BOARD</u>: Subject to the rights retained by the Developer under Section 9.05, the Board shall consist of Three (3) members, each of whom shall be an Owner or Voting Member.

5.05 <u>VOTING RIGHTS</u>: Prior to the Turnover Date, all of the voting rights at each meeting of the Residential Association shall be vested exclusively in the Developer and the Owners shall have no voting rights. From and after the Turnover Date, any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors or officers of the Residential Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Residential Association shall indemnify and hold harmless the Trustee, Developer and each of the directors and officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Residential Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

5.07 <u>MANAGING AGENT</u>: Prior to the Turnover Date, the Developer (or an entity controlled by the Developer) may be engaged by the Residential Association to act as the managing agent for the Residential Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Residential Association and the Developer (or an entity controlled by the Developer). Any management

agreement entered into by the Residential Association shall have a term of not more than one year and shall be terminable by the Residential Association for cause on thirty (30) days written notice, or without cause or payment of a termination fee by either party on ninety (90) days written notice.

5.08.<u>DISSOLUTION</u>: To the extent permissable under applicable law, in the event of the dissolution of the Residential Association and real property owned by the Residential Association shall be conveyed to the Owners, as tenants-in-common.

5.09.<u>EASEMENT RIGHTS</u>: The Residential Association, its agents and employees shall have the right of ingress and egress over and upon the Lot Areas for any and all purposes in connection with the rights and duties of the Residential Association under this Declaration.

ARTICLE SIX

Assessments

6.01 <u>PURPOSE OF ASSESSMENTS</u>: The assessments levied by the Residential Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Residential Association, to administer the affairs of the Residential Association, to pay the Townhome Expenses, and to accumulate reserves for any such expenses.

6.02 <u>TOWNHOME ASSESSMENT</u>: Each year on or before December 1, the Board shall adopt subject to the provisions of Subsection B and furnish each Owner with a budget for the ensuing calendar year which shall show the following, with reasonable explanations and itemizations:

A. The estimated Townhome Expenses;

B. The estimated amount, if any, to maintain adequate reserves for Townhome Expenses including, without limitation, amounts to maintain the Capital Reserve;

C. The estimated net available cash receipts, if any, plus estimated excess funds, if any, from the current year's assessments;

D. The amount of the "Townhome Assessment" payable by the Owners, which is hereby defined as the amount determined in A above, plus the amount determined in B above, minus the amount determined in C above; and

E. That portion of the Townhome Assessment which shall be payable each month by the Owner of each Dwelling Unit which is subject to assessment hereunder, which shall be equal to one-twelfth (1/12) of the Townhome Assessment divided by the number of Dwelling Units, so that each Owner shall pay equal Townhome Assessments.

Anything in this Section to the contrary notwithstanding, prior to the Turnover Date, the assessment procedure set forth in Section 6.08 shall apply and the budget provided for in this Section need not disclose the information called for in Subsection E above, although the budget shall disclose the portion of each Owner's share of the Townhome Assessment which shall be added to the Capital Reserve.

6.03 <u>PAYMENT OF TOWNHOME ASSESSMENTS</u>: On or before the first day of January of the ensuing calendar year, and on or before the first day of each and every month thereafter until the effective date of the next annual or revised Townhome Assessment, each Owner of a Dwelling Unit shall pay to the Residential Association, or as the Board may direct, that portion of the Townhome Assessment, which is payable by each Owner of a

Dwelling Unit under Section 6.02 E.

6.04 <u>REVISED ASSESSMENT</u>: If the Townhome Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessments payable under Section 6.02 E by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 <u>SPECIAL ASSESSMENT</u>: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Townhome Expenses incurred (or to be incurred) by the Residential Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Dwelling Unit Exterior, or any other property owned or maintained by the Residential Association; or (ii) to cover an unanticipated deficit under the current or prior year's budget. Any special assessment shall be levied against all of the Owners, share and share alike. No special assessment shall be adopted without the affirmative vote of at least two-thirds (2/3) of the Voting Members who cast their votes on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 <u>CAPITAL RESERVE</u>: The Residential Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Dwelling Unit Exteriors (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the

useful life of improvements to the Dwelling Unit Exteriors and the purchase of other property to be used by the Residential Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Townhome Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Residential Association equal to such percentages multiplied by each installment of the Townhome Assessments paid by such Owner.

6.07 <u>INITIAL CAPITAL CONTRIBUTION</u>: Upon the closing of the first sale of a Dwelling Unit by the Trustee to a purchaser for value, the purchasing Owner shall make a capital contribution to the Residential Association in an amount equal to three (3) months' Townhome Assessment at the rate in effect with respect to the Dwelling Unit as of the closing. Said amount shall be held and used by the Residential Association for its working capital needs.

6.08 <u>ASSESSMENTS PRIOR TO TURNOVER DATE</u>: Anything herein to the contrary notwithstanding, until the Turnover Date, the assessment procedure set forth in this Section shall apply:

A. <u>The Basic Assessment</u>. The basic assessment ("Basic Assessment") shall be established by the Developer prior to the closing of the first Dwelling Unit;

B. <u>Cost of Living Increase</u>. If, as of the first day of any month after this Declaration is Recorded, the level of the most recently published Cost of Living Index - All items (1967=100) as published from time to time by the Bureau of Labor Statistics (the "Index"), is greater than the level of the most recently published Index as of the date of the Recording of this Declaration (the "Index Base Level"), then, at the option of the Board, the Townhome Assessment payable by each Owner (other than Developer) for such month and months thereafter until next adjusted, shall be equal to the Basic Assessment then in effect multiplied by a fraction, the numerator of which shall be the level of the most recently

published Index and the denominator of which shall be the Index Base Level. If the Index shall cease being published prior to the Turnover Date, such other standard or index selected by the Developer, in its discretion, as shall most nearly approximate the measurements theretofore made by the Index shall be used as the Index hereunder, and the Index Base Level shall be adjusted accordingly;

C. <u>Application of Assessments</u>. Each month each Owner (other than Developer) shall pay as his monthly Townhome Assessment the amount determined under (A) and (B) above. Out of each such payment, the Residential Association shall add that portion of the payment which is designated in the budget as a capital contribution under Section 6.06 to the Capital Reserve. The balance of each such payment shall be used by the Residential Association to pay the Townhome Expenses; and

D. <u>Developer's Obligations</u>. Until the Turnover Date, the Developer shall not be obligated to pay any amounts to the Residential Association as a Townhome Assessment except as provided in this Subsection. The Developer shall pay to the Residential Association the aggregate excess, if any, of the Townhome Expenses incurred and paid prior to the Turnover Date over the aggregate amounts assessed to the Owners (other than Developer) for use by the Residential Association for the payment of Townhome Expenses under Subsection C prior to the Turnover Date. A final accounting shall be made between Developer and the Residential Association within one hundred twenty (120) days after the Turnover Date.

6.09 <u>PAYMENT OF ASSESSMENTS</u>: Assessments levied by the Residential Association shall be collected from each Owner by the Residential Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Residential Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN

<u>Collection of Charges and</u> Remedies for Breach or Violation

7.01 <u>CREATION OF LIEN AND PERSONAL OBLIGATION</u>: The Developer hereby covenant, and each Owner of a Dwelling Unit by acceptance of a deed therefor shall be and is deemed to covenant and hereby agrees to pay to the Residential Association all Charges made with respect to the Owner on the Owner's Dwelling Unit. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Residential Association.

7.02 <u>COLLECTION OF CHARGES</u>: The Residential Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 <u>NON-PAYMENT OF CHARGES</u>: Any Charge which is not paid to the Residential Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen (18%) percent per annum from the due date to the date when paid, together with a reasonable late fee as established by the Board. The Residential Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape

29

Formatted: Indent: First line: 0.5", Tab stops: -1", Left

personal liability for the Charges hereunder by abandonment or transfer of his Dwelling Unit.

²<u>Unit7</u>.04 <u>LIEN FOR CHARGES SUBORDINATED TO MORTGAGES</u>: The lief for Charges, provided for in Section 7.01, shall be subordinate to any Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the Mortgagee's Mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's Mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Townhome Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 <u>SELF-HELP BY BOARD</u>: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Parcel where the violation or breach exists to remove or rectify the violation or breach.

7.06 <u>OTHER REMEDIES OF THE BOARD</u>: In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be by proceeding at law or in equity by the Residential Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages, and against the land to enforce any lien created hereunder; and failure by the Residential Association or any Owner to enforce

any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 <u>COSTS AND EXPENSES</u>: All costs and expenses incurred by the Board in connection with any action, proceeding or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen (18%) percent per annum until paid, shall be charged to and assessed against the defaulting Owner, and the Residential Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 <u>ENFORCEMENT BY OWNERS</u>: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

ARTICLE EIGHT

Transfer of Community Area

8.01 <u>IN GENERAL</u>: On or before the Turnover Date, the Developer shall convey the Community Area to the Residential Association.

ARTICLE NINE

Developer's Reserved Rights and Special Provisions Covering Development Period

9.01 <u>IN GENERAL</u>: In addition to any rights or powers reserved to the Developer under the provisions of this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Developer is no longer vested with or controls title to any part of the Development Area.

9.02 <u>PROMOTION OF PROJECT</u>: In connection with the promotion, sale or rental of any improvements upon the Development Area: (i) the Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Parcel as the Developer may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain model Dwelling Units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Developer may deem advisable; and (ii) Developer, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Lot Area, at any and all reasonable times without fee or charge. The Developer shall have the right and power to lease any unit owned by it or the Trustee to any person or entity which it deems appropriate in its sole discretion and it need not comply with the provisions of Section 3.19.

9.03 <u>CONSTRUCTION ON PARCEL</u>: In connection with the construction of improvements to any part of the Development Area, the Developer, its agents and contractors, shall have the right, at the Developer's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Parcel including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units which the Developer deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting

and replanting of any unimproved portions of the Parcel. In connection with the rights provided in the preceding sentence, the Developer, it agents and contractors, shall have the right of ingress, egress and parking on the Parcel and the right to store construction equipment and materials on the Parcel without the payment of any fee or charge whatsoever.

9.04 <u>GRANT OF EASEMENTS AND DEDICATIONS</u>: Developer shall have the right to dedicate portions of the Parcel to the County, the Village or any municipality or other governmental authority which has jurisdiction over such portions. Developer shall also have the right to reserve or grant easements over the Parcel to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit, or any other real estate (whether or not a part of the Development Area).

9.05 <u>DEVELOPER CONTROL OF RESIDENTIAL ASSOCIATION</u>: The first Board shall consist solely of three (3) persons from time to time designated by the Developer, which persons may, but need not, be members under Section 5.02. After the Turnover Date, the Board shall consist of three (3) persons. Developer's rights under this Section to designate the members of the Board shall terminate on the first to occur of (i) such time as Developer no longer holds or controls title to any part of the Development Area; (ii) the giving of written notice by Developer to each Residential Association of Developer's election to terminate such rights, or (iii) ten (10) years from the date of Recording hereof. The date on which the Developer's rights under this Section shall terminate shall be referred to as the "Turnover Date". Prior to the Turnover Date, the Voting Members may elect that number of non-voting Delegates to the Board as the Developer may, in its sole discretion, permit. From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Developer and the Delegates shall have no voting rights.

9.06 <u>OTHER RIGHTS</u>: The Developer shall have the right and power to execute all documents and do all other acts and things affecting the Parcel which, in the Developer's opinion, are necessary or desirable in connection with the rights of Developer under this Declaration.

9.07 <u>ASSIGNMENT BY DEVELOPER</u>: All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No such successor assignee of the rights of Developer hereunder hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

ARTICLE TEN

Easement for Encroachment

10.01 EASEMENT FOR ENCROACHMENT: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of a Dwelling Unit, any facilities servicing any such Dwelling Unit, or any Dwelling Unit Exterior shall encroach upon any part of any Dwelling Unit or any Lot Area, then, in any case, there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto the Lot Area:

A. The eaves, gutters, downspouts and like appendages which serve the Dwelling Unit;

B. The chimney which serves the Dwelling Unit;

C. The air-conditioning system compressor located outside of the residential unit which serves the Dwelling Unit and the pipes and ducts running therefrom to the Dwelling Unit; and

D. The balconies, steps, porches, door entries and patios which serve the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

10.02 <u>DECKS</u>: Decks may encroach onto the Lot Area if constructed pursuant to written permission given by the Residential Association.

ARTICLE ELEVEN

Amendment

11.01 <u>SPECIAL AMENDMENT</u>: Anything herein to the contrary notwithstanding, Developer reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage

Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct clerical or typographical errors or omissions in the Declaration or any Exhibit, or (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate at such time as Developer no longer holds or controls title to a portion of the Development Area.

11.02 <u>AMENDMENT</u>: Subject to Section 11.01 and Article Twelve, the provisions of this Declaration may be amended, abolished, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of at least Seventy-five (75%) Percent of the Voting Members or by an instrument executed by Owners of at least Seventy-five (75%) of the Dwelling Units; except that (i) the provisions of this Section 11.02 may be amended only by an instrument executed by all of the Owners and all Mortgagees, (ii) Article Nine or any other provisions relating to the rights of Developer may be amended only upon the written consent of the Developer, and (iii) no amendment to the Declaration which changes the ratio of assessments against Owners shall become effective without the consent of all Mortgagees. No amendment which removes Parcel from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become

effective until properly Recorded.

ARTICLE TWELVE

Mortgagee's Rights

12.01 <u>NOTICE TO MORTGAGEES</u>: Upon the specific, written request of a Mortgagee, a Mortgagee shall receive some or all of the following:

A. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Residential Association to the Owner of the Dwelling Unit covered by the Mortgagee's mortgage;

B. Any audited or unaudited financial statements of the Residential Association which are prepared for the Residential Association and distributed to the Owners;

C. Copies of notices of meetings of the Owners;

D. Notice of the decision of the Owners to release any part of all of the Parcel from the provisions of this Declaration;

E. Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Residential Association;

F. Notice of the decision of the Residential Association to terminate professional management and assume self-management;

G. Notice of the commencement of any condemnation or eminent domain

proceedings with respect to any property owned by the Residential Association;

H. Notice of any default by the Owner of the Dwelling Unit which is subject to the Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Residential Association which is not cured within thirty (30) days of the date of the default; and

I. The right to examine the books and records of the Residential Association at any reasonable times.

The request of a Mortgagee or other such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Residential Association. Failure of the Residential Association to provide any of the foregoing to a Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing.

12.02 <u>INSURANCE PROCEEDS/CONDEMNATION AWARDS</u>: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Dwelling Unit Exterior, or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any Dwelling Unit Exterior, any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Residential Association the right (i) to apply insurance proceeds to repair or replace damaged Dwelling Unit Exterior as provided in Article Four, or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE THIRTEEN

Party Walls

13.01 <u>PARTY WALL</u>: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Dwelling Units shall constitute and be a "Party Wall", and the Owner of a Dwelling Unit immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

13.02 <u>RIGHTS IN PARTY WALL</u>: Each Owner of a Dwelling Unit, which is adjacent to a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

13.03 DAMAGE TO PARTY WALL:

A. If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Dwelling Unit which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Dwelling Unit;

B. Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Dwelling Unit which is adjacent to such Party Wall, or his agents,

servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Dwelling Units to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Dwelling Unit Exterior shall be paid by the Residential Association as a Townhome Expense to the extent not covered by insurance; and

C. In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Dwelling Unit.

13.04 <u>CHANGE IN PARTY WALL</u>: Any Owner of a Dwelling Unit who proposes to modify, rebuild, repair or make additions to any structure upon his Dwelling Unit in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Dwelling Unit and the Board, in addition to meeting any other requirements which may apply.

13.05 <u>ARBITRATION</u>: In the event of a disagreement between Owners of Dwelling Units adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding.

ARTICLE FOURTEEN

Sale, Leasing or Other Alternatives

14.01 SALE OR LEASE: Any Owner other than the Developer who wishes to sell or lease his Lot (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

14.02 <u>GIFT</u>: Any Owner other than the Developer who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than sixty (60) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make

such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Lot, or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If either party shall fail to select an appraiser, then, the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value.

14.03 DEVISE: In the event any Owner dies leaving a Will devising his Lot, or any interest therein, and said Will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Lot, or interest therein, either from the devisee or devisees thereof named in said Will or from the personal representative acting pursuant to a power of sale, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the notice of appointment of the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Lot, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser,

then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Lot, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

14.04 INVOLUNTARY SALE:

A. In the event any Lot or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention to do so, whereupon members of the Board acting on behalf of the other Owners shall have an irrevocable option to purchase such Lot or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

B. In the event any Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Lot, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided for in Article Seven.

14.05 <u>EXERCISE OF OPTION</u>: The Board, by the affirmative vote of at least three-fourths (3/4) of the Board members, and upon not less than ten (10) days' prior

written notice thereof to all the Owners, may exercise any option hereinabove set forth to purchase any Lot or interest therein. The Board or its duly authorized representative, acting on behalf of the Owners, by the affirmative vote of at least three-fourths (3/4) of the Board members, and upon not less than ten (10) days' prior written notice thereof to all the Owners, may bid to purchase at any sale of a Lot or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court. The written notice to all the Owners shall set forth the terms of the option to be exercised by the Board or it shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Lot or interest therein. If within said ten (10) days the voting members for at least one-fourth (1/4) of the number of Units shall file with the Board a written objection to any such action by the Board. The Lot or interest therein which is subject to such option may thereupon be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

14.06 <u>RELEASE OR WAIVER OF OPTION</u>: Upon the written consent of at least a majority of the Board members, any of the options contained in this Article Fourteen may be released or waived and the Lot or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

14.07 <u>PROOF OF TERMINATION OF OPTION</u>: A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article Fourteen as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished by any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee.

14.08 FINANCING OF PURCHASE UNDER OPTION:

A. Acquisition of Lots or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner, which assessment shall become a lien and be enforceable in the same manner as provided in Article Seven hereof.

B. The members of the Board, in their discretion, may borrow money to finance the acquisition of any Lot or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Development Area other than the Lot interest therein to be acquired.

14.09 <u>TITLE TO ACQUIRED INTEREST</u>: Lots or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Lots or interests therein shall be sold or leased by the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of cash sale/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 14.08(A).

14.10 EXCEPTIONS TO THE BOARD'S RIGHT OF FIRST REFUSAL: The Board's right of first refusal as provided in Section 14.01, 14.02 and 14.03 of this Article shall not apply to any sale, lease, gift, devise or other transfer by the Developer, or between co-Owners of the same Unit, or to the spouse, or any lawful children of the Owner, or any one or more of them, or to any trustee of a trust the sole beneficiary or beneficiaries which are the Owners, the spouse or lawful child of the Owner, or any one or more of them. For

purposes of this Article Fourteen, unless otherwise specifically provided herein, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

ARTICLE FIFTEEN

Miscellaneous

15.01 <u>NOTICES</u>: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Residential Association at the time of such mailing, or (ii) when delivered personally to his Dwelling Unit.

15.02 <u>CAPTIONS</u>: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

15.03 <u>SEVERABILITY</u>: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

15.04 <u>PERPETUITIES AND OTHER INVALIDITY</u>: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules

imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

15.05 <u>CONFLICT WITH VILLAGE AND OTHER GOVERNMENTAL UNITS</u>: In the event there is at any time a conflict between any provision of this Declaration and any provisions of any then effective ordinance, rule or regulation of the Village or any other unit of government having jurisdiction over the Development Area, the ordinance, rule or regulation of that unit of government shall prevail, but only to the extent that it is more restrictive than this Declaration.

15.06 <u>TITLE HOLDING LAND TRUST</u>: In the event title to any Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

DATED: _____, _____

DEVELOPER:

OAK PARK TOWNES BY EEP, LLC

BY: _	
lts:	

STATE OF ILLINOIS)) S.S. COUNTY OF _____)

_-

I, ______, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ______, personally known to me to be the _______ of ______, a(n) ______, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, he signed and delivered the said instrument his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____,

Notary Public

EXHIBIT "A"

_то

-DECLARATION FOR OAK PARK TOWNES BY EEP, LLC

Formatted: Centered

[Insert Name]

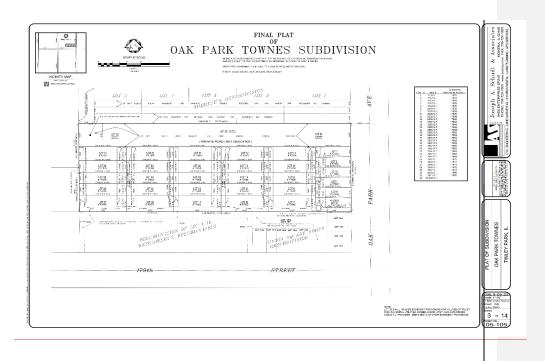
The Development Area or Parcel

Legal Description:

P.I.N.(s):

Legal Description: Being a resubdivision of part of the West Half of Section 31, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Commonly Known as: <u>28-31-105-010</u>, <u>28-31-105-026</u>, <u>28-31-105-027</u> [*Recorded Plat to be attached when recorded by the county*]



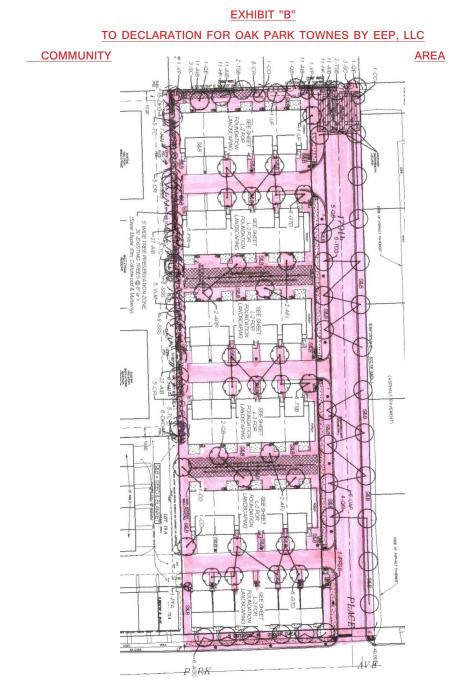


EXHIBIT "C"

TO DECLARATION FOR OAK PARK TOWNES BY EEP, LLC

DWELLING UNITS

<u>Lot #</u>	<u>Area</u>	-	Address	Parcel ID
<u>1</u>	1,736 sf	17822	Oak Park Avenue, Tinley Park, IL	TBD
2	1,712 sf	17824	Oak Park Avenue, Tinley Park, IL	TBD
3	1,712 sf	17826	Oak Park Avenue, Tinley Park, IL	TBD
	1,712 sf	17828	Oak Park Avenue, Tinley Park, IL	TBD
5	1,712 sf	17830	Oak Park Avenue, Tinley Park, IL	TBD
4 5 6 7 8	2,365 sf	17832	Oak Park Avenue, Tinley Park, IL	TBD
<u>7</u>	<u>3,721 sf</u>	<u>17834</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>8</u>	<u>2,608 sf</u>	<u>17836</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>9</u>	<u>2,602 sf</u>	<u>17838</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>10</u>	2,596 sf	17840	<u>Oak Park Avenue, Tinley Park, IL</u>	TBD
<u>11</u>	<u>3,187 sf</u>	<u>17842</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>12</u>	<u>3,182 sf</u>	<u>17844</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>13</u>	<u>2,586 sf</u>	<u>17846</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>14</u>	<u>2,586 sf</u>	<u>17848</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>15</u>	<u>2,586 sf</u>	<u>17850</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>16</u>	<u>3,689 sf</u>	<u>17852</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>17</u>	<u>3691 sf</u>	<u>17854</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>18</u>	<u>2,587 sf</u>	<u>17856</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>19</u>	<u>2,587 sf</u>	<u>17858</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>20</u>	<u>2,587 sf</u>	<u>17860</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>21</u>	<u>3,184 sf</u>	17862	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>22</u>	<u>3,184 sf</u>	<u>17864</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>23</u>	<u>2,587 sf</u>	<u>17866</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>24</u>	<u>2,587 sf</u>	<u>17868</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>25</u>	<u>2,587 sf</u>	<u>17870</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>26</u>	<u>3,690 sf</u>	<u>17872</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>27</u>	<u>3,685 sf</u>	<u>17874</u>	<u>Oak Park Avenue, Tinley Park, IL</u>	<u>TBD</u>
<u>28</u>	<u>2,591 sf</u>	<u>17876</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>29</u>	<u>2,597 sf</u>	<u>17878</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>30</u>	<u>2,603 sf</u>	<u>17880</u>	Oak Park Avenue, Tinley Park, IL	<u>TBD</u>
<u>31</u>	<u>3,211 sf</u>	<u>17882</u>	Oak Park Avenue, Tinley Park, IL	TBD

Formatted: Indent: Left: 0", First line: 0"



Date: August 3, 2023

To: Plan Commission

From: Michael O. Whalen, AICP Associate Planner

Subject: Republication of Item 3 - Gas N Wash

The Petitioner for item 3 did not provide Staff with adequate information and plans in time to be heard at the August 3rd Plan Commission meeting.

The item must be republished as the hearing has been continued three times. The item will be published for a public hearing to occur at the August 17th Plan Commission meeting.

