Item #3:
Resolution Approving Recapture Agreement IL 83 Watermain

VILLAGE OF LONG GROVE

RESOLUTION NO. 2015-R-20

RESOLUTION APPROVING A WATER RECAPTURE AGREEMENT

WHEREAS, Sunset Grove, L.L.C. ("***Owner***") is the owner, subdivider, and developer of the real property located at the southeast corner of Illinois Route 83 and Aptakisic Road, Long Grove, Illinois ("***Property***"); and

WHEREAS, the Property is located within a tax increment financing district established by the Village in accordance with 65 ILCS 5/11-74.4-1 *et seq.* (the "***TIF Act***"); and

WHEREAS, pursuant to a "Development Agreement between the Village of Long Grove and Sunset Grove Development Project Corp. (Sunset Grove Project)" dated March 25, 2008, as amended by the "First Amendment to Redevelopment Agreement by and between the Village of Long Grove and Sunset Grove L.L.C. (Sunset Grove Project)" dated July 27, 2010 (collectively, the "***RDA***"), as authorized under the TIF Act, Owner was required to, and did, construct and install a water main that benefited the Property (the "***Work***"), including an extension of the water main to the west side of Illinois Route 83 at Robert Parker Coffin Road and within the corporate boundaries of the Village ("***Improvement***"); and

WHEREAS, the Improvement was designed and constructed to serve other properties in the vicinity of the Property (collectively, the "***Benefited Properties***"); and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code that relate to the financing of public improvements (65 ILCS 5/9-5-1 and 5/9-5-2), other applicable Illinois law, and the terms of the RDA, the Village desires to (i) assess a fee upon the owners of the Benefited Properties that fairly and equitably apportions the cost of the Improvement among the owners of the Benefited Properties, and (ii) remit those fees to the Owner as reimbursement for the funds expended in connection with the construction of the Improvement; and

DRAFT

WHEREAS, the Village and the Owner desire to enter into an agreement to set forth the terms and conditions for assessment of a recapture fee upon the Benefited Properties and payment of the collected recapture fees to the Owner ("***Recapture Agreement***");

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Recitals. The foregoing recitals are hereby incorporated into and made a part of this resolution.

Section 2: Approval. The Recapture Agreement between the Village and the Owner is hereby approved in substantially the form attached to this Resolution as Exhibit A; provided, however, that the final provisions of the Recapture Agreement relating to the "Maximum Amount," "Recapture Amount," "Benefited Properties" (as set forth in Exhibit 2 of the Recapture Agreement), and "Approved Total Cost" (as set forth in Exhibit 3 of the Recapture Agreement) shall be determined by the Village Engineer in consultation with the Village Manager, Village Attorney, and Owner's engineer (the "***Final Calculations***"); and provided further that, in the event that Owner's engineer does not concur with the Final Calculations, Owner may appeal such Final Calculations to the Village Board of Trustees, whose determination shall be final.

Section 3: Authorization; Recordation. Following the determination of the Final Calculations, the Village President and the Village Clerk of the Village of Long Grove are hereby authorized and directed to execute and attest the Recapture Agreement on behalf of the Village of Long Grove; provided, however, that no such execution and attestation shall occur until the Owner has signed and delivered the recapture Agreement to the Village. In accordance with the terms of the Recapture Agreement, the Village Clerk is authorized and directed to record the Recapture Agreement with the Office of the Lake County Recorder.

DRAFT

Section 4: **Effective Date**. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 28TH DAY OF APRIL, 2015.

AYES:

NAYS:

ABSENT:

APPROVED THIS 28TH DAY OF APRIL, 2015.

_____
Angela Underwood, Village President

ATTEST:

_____
Heidi Locker-Scheer Village Clerk

DRAFT

EXHIBIT A

RECAPTURE AGREEMENT

DRAFT

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Victor P. Filippini, Jr.
Filippini Law Firm LLP
990 Grove Street, Suite 220
Evanston IL 60201

Above Space For Recorder's Use Only

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("***Agreement***") is made as of the ___ day of _____, 2015, between the **VILLAGE OF LONG GROVE**, an Illinois municipal corporation ("***Village***"), and **SUNSET GROVE L.L.C.,** an Illinois limited liability company ("***Owner***").

In consideration of the recitals and mutual covenants and agreements set forth below, the parties hereby agree as follows:

SECTION 1. RECITALS.

A. Owner is the owner or developer of the real property consisting of approximately 15.6 acres, located in the Village of Long Grove, Illinois, at the southeast corner of Illinois Route 83 and Aptakisic Road, and legally described in **Exhibit 1** attached to this Agreement ("***Property***").

B. Owner has constructed certain public improvements as described in a "Development Agreement between the Village of Long Grove and Sunset Grove Development Project Corp. (Sunset Grove Project)" dated March 25, 2008, as amended by the "First Amendment to Redevelopment Agreement by and between the Village of Long Grove and Sunset Grove L.L.C. (Sunset Grove Project)" dated July 27, 2010 (collectively, the "***RDA***"), which RDA sets forth the terms for developing the Property as a planned unit development, including but not limited to water mains, sanitary sewers, and roadway improvements ("***Improvements***"), as depicted on the plan for the Improvements approved in connection with the RDA.

C. Among the Improvements constructed by the Owner was an extension of a water main to the west side of Illinois Route 83 at Robert Parker Coffin Road (the "***Recapture Improvement***"). The Recapture Improvement is part of the Village waterworks system (the "***Water System***") and has been designed and constructed not only to serve the Property, but also to serve other properties in the area of the Property, which properties are legally described in **Exhibit 2** attached to this Agreement ("***Benefited Properties***").

DRAFT

D. Pursuant to applicable Illinois law and the terms of this Agreement, the Village desires to (i) assess a fee upon the Benefited Properties that fairly and equitably apportions the cost of the Recapture Improvement among the owners of the Benefited Properties, including the Property, and (ii) remit those fees to the Owner as reimbursement for the funds expended in connection with the construction of the Recapture Improvement. Such fee is intended to be due and payable from one of the Benefited Properties only upon such property being connected to the Water System.

E. Based on the review and approval of the Village Engineer, the Owner has expended moneys in connection with the construction of the Recapture Improvement, as detailed on **Exhibit 3** attached to this Agreement, a portion of such costs being in excess of the costs necessary to benefit the Property, but instead serve to benefit the Benefited Properties.

SECTION 2. DEDICATION OF RECAPTURE IMPROVEMENTS AND RECORDATION.

A. DEDICATION OF RECAPTURE IMPROVEMENTS. Following the completion of the Recapture Improvement to the satisfaction of the Village, the Owner agrees to dedicate the Recapture Improvement to the Village. The Owner's satisfaction of the obligations in this Section 2 shall be prerequisites to the Village's performance under this Agreement.

B. RECORDATION. After the acceptance of the Recapture Improvement, the Village shall record this Agreement with the Office of the Lake County Recorder.

SECTION 3. CALCULATION AND PAYMENT OF RECAPTURE.

A. Approved Costs. The Village Engineer hereby approves the actual costs of constructing the Recapture Improvement described on **Exhibit 3**, which costs shall be deemed the "***Approved Total Cost.***"

B. Allocation of Costs. The cost of the Recapture Improvement shall be allocated between the Property and the Benefited Properties, with the Owner bearing $_____ of the Approved Total Cost, and the remaining $_____ (the "***Maximum Amount***") of the Approved Total Cost being allocated to each Benefited Property that is connected to the Water System at a rate of $_____ per residential equivalent ("***Recapture Amount***").

C. Recapture Fee. The owner or the developer of a Benefited Property, or any portion thereof, seeking to connect to the Water System shall be required to pay a recapture fee equal to (i) the Recapture Amount, plus (ii) simple interest on the Recapture Amount at a rate of five percent per annum computed from the date of recordation of this Agreement; (iii) all administrative, engineering, and legal expenses incurred by the Village in connection with the review, drafting, and processing of documents related to this Agreement, and (iv) a collection charge of three percent of items (i) and (ii) above (collectively, the "***Recapture Fee***"). The Recapture Fee shall be paid by the owner or the developer of the Benefited Property upon the earlier of either: (x) the connection of that Benefited Property to the Water System; or (y) the recordation of a final plat of subdivision for a Benefited Property for which connection to the Water System is required; or (z) the issuance of any building permit for a Benefited Property that is required, as part of such building permit, to connect to the Water System. The Recapture Fee shall be accompanied by a payment of simple interest calculated

DRAFT

at the rate of five percent per annum and computed from the date of recordation of this Agreement until the date of payment of the Recapture Fee.

D. Payment to the Owner. Subject to the provisions of Section 5 of this Agreement, within 45 days after receipt of the Recapture Fee from the owner or the developer of the Benefited Property, the Village shall pay to the Owner an amount equal to the Recapture Amount. The Owner shall also be entitled to receive from the Benefited Properties simple interest on the Recapture Amount calculated at the rate of five percent per annum computed from the date of recordation of this Agreement. In no event shall the Owner be entitled to receive more than the Maximum Amount plus interest.

E. Personal Right to Reimbursement. The right to receive reimbursement of the Recapture Amount, plus any interest thereon or other amounts authorized under this Agreement, as well as all other rights, responsibilities, and remedies under this Agreement, are the personal rights, responsibilities, and remedies of the Owner and shall not run with the ownership of the Property.

SECTION 4. RIGHT TO CONNECT. The Benefited Properties shall only be allowed to connect to the Water System in accordance with the Village Code and all applicable ordinances, rules, and regulations of the Village relating to that connection, including without limitation the payment of any costs and charges ordinarily imposed by the Village and the payment of the Recapture Fee in accordance with this Agreement. The Village agrees that none of the Benefited Properties shall be entitled to connect to the Water System except through the portion of the Water System that is directly or indirectly served by the Recapture Improvement. Each of the Benefited Properties shall be entitled to no more than one point of connection to the Water System, unless otherwise approved by the Village Engineer.

SECTION 5. VILLAGE'S COLLECTION OF RECAPTURE FEES; LIMITATIONS OF VILLAGE OBLIGATIONS.

A. Village as Collection Agent. The Village shall act as a collection agent for the Owner under the terms of this Agreement, and the Village shall have no obligation to deliver any Recapture Amount to the Owner except to the extent that the owner or the developer of the Benefited Property pays the Recapture Fee and any applicable interest (or portion thereof) to the Village. The Village shall have the right to retain from the amounts collected the difference between the Recapture Fee and the Recapture Amount plus interest (***"Village Administrative and Collection Amount"***). In the event that the owner or the developer of the Benefited Property pays less than the full Recapture Fee, then such Recapture Fee shall be deemed to have been a payment in equal proportion of the Recapture Amount and the Village Administrative and Collection Amount.

B. Reimbursements to the Owner. Any Recapture Amounts (and interest thereon) collected by the Village shall be reimbursed to the Owner within 45 days after receipt thereof.

C. Collection Actions. In the event that the owner or developer of the Benefited Property fails to pay the Recapture Fee and applicable interest when due pursuant to Subsection 3.C of this Agreement, the Village shall notify the Owner of such failure (***"Non-Payment Notice"***). Thereupon, the Village may, but is not in any way obligated to, undertake such actions as it deems appropriate to seek collection of the unpaid Recapture Fee unless the Owner notifies the Village within 35 days after the Non-Payment Notice that it shall pursue

DRAFT

collection efforts directly (***"Enforcement Notice"***). If the Village or the Owner pursues collection actions under this Section, the Village or the Owner shall be entitled to recover from the owner or the developer of the Benefited Property reasonable expenses incurred (including attorneys' fees) in collecting the Recapture Fee (***"Collection Expenses"***). To the extent the recovery from any collection action is less than the total of the Recapture Fee, interest, and Collection Expenses, then such recovery shall be deemed to have been a payment in equal proportion of the Collection Expenses and the Recapture Fee.

D. Limitation on Village Enforcement Responsibility. The Village's failure either to collect or to pursue a collection action for recovery of Recapture Fees shall not be a breach of the Village's obligations under this Agreement. The Owner shall have no cause of action in either law or equity to compel the Village to enforce the terms of this Agreement against any Benefited Property in the event the owner or the developer of the Benefited Property fails to pay the Recapture Fee, or any portion of the Recapture Fee, for any reason whatsoever; provided, however, that, subject to the delivery of an Enforcement Notice pursuant to Subsection 5.C, the Owner shall have the right, but not the obligation, to seek enforcement of this Agreement in either law or equity against any owner or the developer of the Benefited Property on behalf of itself and the Village.

SECTION 6. LIMITATION ON VILLAGE'S OBLIGATION REGARDING FEES.

The Village's obligation to deliver to the Owner the Recapture Amount collected pursuant to this Agreement constitutes a limited obligation of the Village. This obligation does not, and will never, constitute a general indebtedness of the Village within the meaning of the Illinois constitutional or statutory provisions and shall not give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power.

SECTION 7. INDEMNIFICATION.

The Owner shall, and does hereby agree to, hold harmless and indemnify the Village, its corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of these parties in connection with this Agreement or the construction of the Improvements. The Owner shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims indemnified under this Section 7.

SECTION 8. BOOKS AND RECORDS.

The Village shall maintain complete books and records showing all Recapture Fees (including interest) collected by it pursuant to this Agreement, as well as books and records regarding reimbursement payments, administrative and collection amounts, and Collection Expenses as provided for in this Agreement. The Owner shall maintain complete books and records showing all Approved Total Costs, as well as Recapture Fees (including interest) and Collection Expenses relating to any enforcement action brought by the Owner pursuant to Section 5 of this Agreement.

SECTION 9. DEFAULT; REMEDIES.

A. Default. In the event of any default by any party under this Agreement, the non-defaulting party, or parties, shall promptly notify the defaulting party of the default, and

DRAFT

the defaulting party shall thereafter have 30 days within which to cure the default. The 30-day period shall be extended if the defaulting party has promptly initiated the cure of the default and is diligently pursuing the cure to completion. If the defaulting party has not effected a cure within the 30-day period (as it may be extended pursuant to this paragraph), the non-defaulting party, or parties, may seek any remedies in accordance with this Agreement.

B. **Remedies**. The parties to this Agreement may in law or in equity enforce or compel the performance of this Agreement, and shall otherwise have all remedies provided by applicable laws, except that the Owner shall not seek or recover monetary damages against the Village or any of its officers, officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement, other than recovery of Recapture Amounts and applicable interest collected by the Village under this Agreement. Notwithstanding this limitation on money damages, the prevailing party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Agreement shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial or administrative proceeding.

C. **Defense.** The Village and the Owner shall each have the right, but not the obligation, to defend the validity of this Agreement against any challenge.

SECTION 10. GENERAL PROVISIONS.

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

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

Village of Long Grove
3110 RFD
Long Grove, Illinois 60047
Attn: Village Manager

With a copy to:

Victor P. Filippini, Jr.
Filippini Law Firm LLP
990 Grove Street, Suite 220

DRAFT

Evanston IL 60201

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

Sunset Grove LLC
c/o Pinnacle Capital
1175 Corporate Woods Pkwy, Suite 280
Vernon Hills, IL 60061
Attention: Jay Levin

With a copy to:

John Mays, Esquire
Gould & Ratner
222 N. LaSalle Street, Suite 800
Chicago, Illinois 60601

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

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

D. **Waiver.** The Village shall be under no obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's right to enforce such rights or any other rights.

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

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

G. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

DRAFT

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

I. Calendar Days and Time. Unless otherwise expressly provided to the contrary, any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal holiday, then that notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or Federal holiday.

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

K. Exhibits. Exhibits 1 through 3 attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

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

M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Village Code, State Law, or Federal Law shall be deemed to include any modifications of, or amendments to, such laws that may occur in the future.

N. Authority to Execute. The Village hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or (b) violate any statute, law, restriction, court order, or agreement to which the Owner is subject.

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the Village or the Owner.

P. Term. This Agreement shall remain in full force and effect until the earlier of: (i) such time as the Maximum Amount (plus interest and other charges as provided in this Agreement) have been paid and delivered in accordance with the terms of this Agreement; or (ii) twenty years after the date of this Agreement. Notwithstanding the foregoing, the

DRAFT

agreements, representations, and responsibilities set forth in Sections 2, 7, and 9 of this Agreement shall survive the termination periods set forth in this Section 10.P.

Q. **Recording**. Upon the execution of this Agreement by the parties, the Village shall cause this Agreement to be duly recorded in the office of the Lake County Recorder. Upon the request of any owner or developer of a Benefited Property at any time after full payment has been made of the Recapture Fee and any interest or other charges due pursuant to this Agreement, the Village and the Owner agree to execute and deliver for recording a release of this Agreement.

R. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

ATTEST:

VILLAGE OF LONG GROVE, an Illinois municipal corporation

_____
Village Clerk

By_____
Village President

ATTEST:

OWNER
SUNSET GROVE, L.L.C.

_____

By_____

Its:_____

DRAFT

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, ____, by _____, the Village President of **THE VILLAGE OF LONG GROVE**, an Illinois home rule municipality, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, _____.

_____
Notary Public

My Commission expires:_____

SEAL

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____, by _____ of Sunset Grove L.L.C., which individual is known to me to be the identical person who signed the foregoing instrument and that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of the entity, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, ___.

_____
Notary Public

My Commission expires:_____

SEAL

DRAFT

EXHIBIT 1

Legal Description of the Property

DRAFT

EXHIBIT 2

Legal Description of the Benefited Properties

DRAFT

EXHIBIT 3

Approved Total Cost

DRAFT

Lakewood
Real Estate Solutions

November 10, 2010

David Lothspeich
Village of Long Grove
3110 RFD
Long Grove, IL 60047-9623

RE: Sunset Grove Offsite Water Main Improvement

Dear Dave:

Sunset Grove/Lakewood Real Estate Solutions is forwarding the original J & S Construction invoice for the Village's 12" offsite water main in IL Route 83 for payment.

For reference, the 12" augured water main was requested to be added to our IDOT IL Route 83 Highway plans by the Village Engineer, ESI (see attached email). As shown on the Water System Improvement plans attached to ESI's email request, the 12" water main is offsite of Sunset Grove and clearly only benefits other Village of Long Grove users.

It is our understanding that the RDA provides that the Developer shall not be required by the Village to pay for offsite oversizing any Public Improvement.

Please let us know when J & S Construction will be paid or forward us the check for disbursement and waiver of lien exchange. Your prompt attention in this matter is greatly appreciated.

Sincerely,
Lakewood Real Estate Solutions

Jack Shum
Executive Vice President

JS/dw

Cc: Joe Chiczewski, ESI Consultants, Ltd.
Rhonda Huston, Lakewood Real Estate Solutions
Kurt Wandrey, Lakewood Real Estate Solutions

2500 W. Higgins Rd, Suite 960, Hoffman Estates, IL 60169 • (847) 884-8800 • (847) 884-8986

J & S CONSTRUCTION
P.O. BOX 760
OSWEGO, IL 60543
(630) 585-8000
(630) 585-8006 FAX

I N V O I C E

INVOICE #: 2032297B
INVOICE DATE: 10/29/2010
JOB NO: 09-173

LAKEWOOD HOMES
2700W. HIGGINS ROAD
SUITE 100
HOFFMAN ESTATES, IL 60169
ATTN: ACCOUNTS PAYABLE

JOB: SUNSET GROVE

LONG GROVE IL

Quantity	Unit	Description	Unit Price	Ext Price
1	EA	ADDENDUM #6	$ 73,612.00	$ 73,612.00

TOTAL WORK COMPLETED $ 73,612.00

TERMS: NET 30

LESS RETENTION $ 7,361.20
NET AMOUNT DUE $ 66,250.80

CLT #: 12000

LAKEWOOD REAL ESTATE SOLUTIONS
ADDENDUM TO SUBCONTRACT AGREEMENT

COPY

ADDENDUM #6

Date:	October 4, 2010
Project:	Sunset Grove, Long Grove, Illinois
Type of Work:	Underground Sanitary, Storm Water & Water Utilities
To:	J & S Construction P.O. Box 760 Oswego, IL 60543

The parties of this agreement shall make the following additions or changes a part of said subcontract agreement.

ADD: Changes to reflect work to be done as part of Route 83 improvements.

All other terms and provisions of said agreement shall remain in full force and effect.
In consideration of these changes Exhibit D – Contract Prices shall be amended as follows:

VILLAGE WATERMAIN CROSSING AT ROUTE 83

10" Watermain	LF	$39.50	+132	$ 5,214.00
Auger 20" Casing	LF	$490.00	+127	62,230.00
Trench Backfill	LF	$20.00	+155	3,100.00
	WATERMAIN TOTAL:			**$70,544.00**

J & S CONSTRUCTION
Subcontractor

BY: _____

Date: _____

LAKEWOOD REAL ESTATE SOLUTIONS
General Contractor

BY: Michael T. Meyers

Date: 10/4/10

Jack Shum

From: Jerremy Foss [JFoss@manhard.com]
Sent: Wednesday, December 09, 2009 2:22 PM
To: Jack Shum
Subject: Sunset Grove - IDOT Submittal

Jack,

As previously discussed, the Village would like us to include in our approval process with IDOT, the crossing of the water main under Route 83. What I found out the other day is that they would also like us to include the attached as part of the IDOT permit. This isn't an issue from a permitting standpoint, but wanted to make you aware of the slight chance that if there is an issue with the water main, our roadway improvements would be tied to that issue. Having said that, we do not see any issues with the water main at this point. Attached are the off-site plans that ESI is asking us to submit to IDOT.

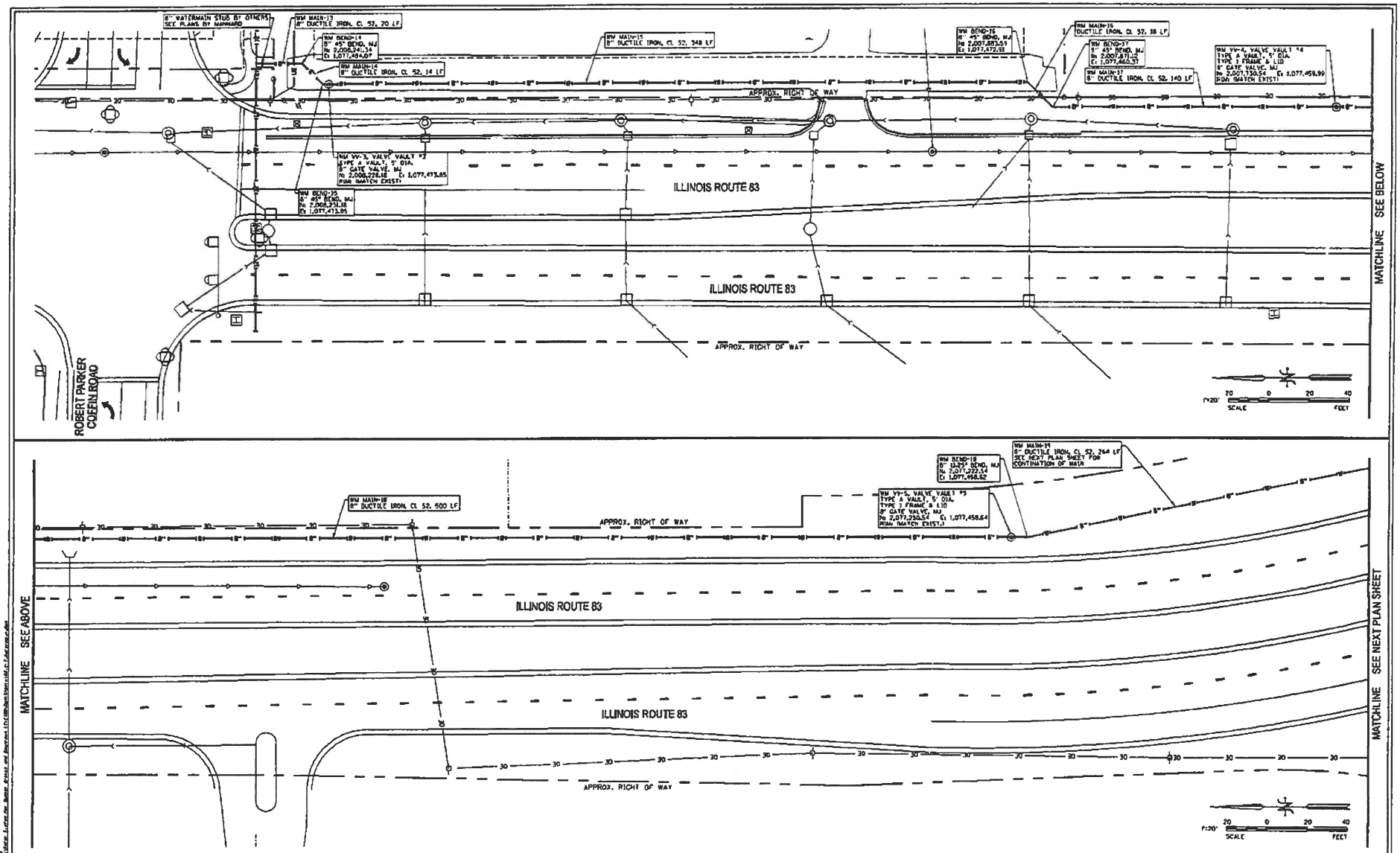
Thanks,
Jerremy

Jerremy D Foss, P.E., LEED AP
Project Manager
direct: 847.325.7032
cell: 847.343.1032

Manhard
CONSULTING LTD
900 Woodlands Parkway
Vernon Hills, IL 60061
p: 847.634.5550 f: 847.634.0095

This electronic message and any files or attachments are confidential and may be privileged information. The information is solely for the use of the individual(s) or entity to which it was addressed. If you are not the intended recipient(s), you are hereby notified that distributing, copying, or in any way disclosing any of the information in this e-mail is strictly prohibited. Receipt by anyone other than the named recipient(s) is not a waiver of any work product, or other applicable privilege. If you have received this e-mail in error, please notify sender immediately, and destroy the material in its entirety, whether in electronic or hard copy format. Since data stored on electronic media can deteriorate, be translated or modified, Manhard Consulting Ltd. will not be liable for the completeness, correctness or readability of the electronic data. The electronic data should be verified against the hard copy.

FOR REVIEW ONLY – NOT FOR CONSTRUCTION



ESI CONSULTANTS, LTD

VILLAGE OF LONG GROVE

NO.	DATE	DESCRIPTION OF REVISIONS	NO.	DATE	DESCRIPTION OF REVISIONS

ESI PROJECT NO. 36-374

PROJECT MGR.: T. WATERMAN

DATE: 5/17/2022

ENGINEER: TRON HO, P.E.

DRAFTER: SAUGHNE

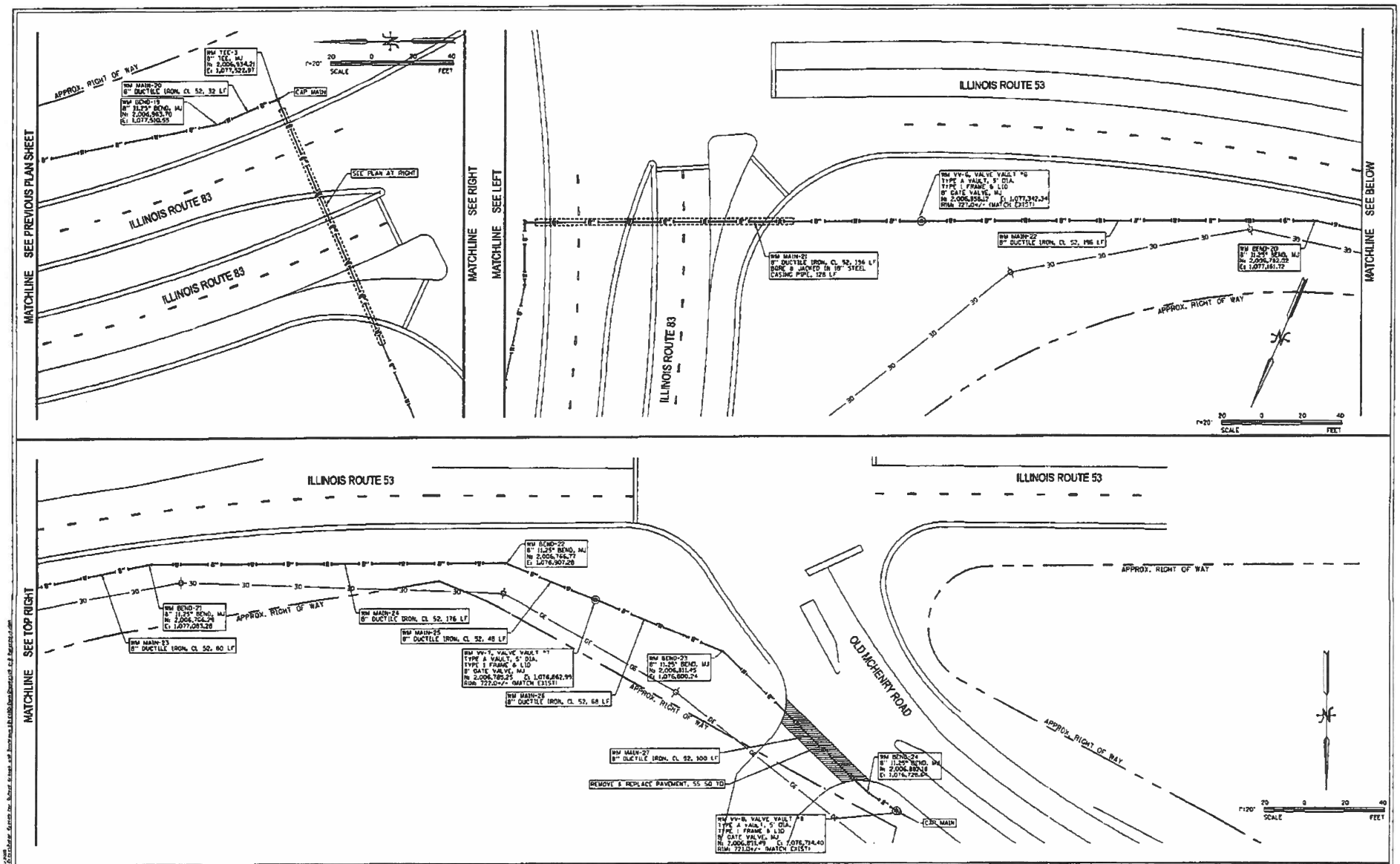
WATER SYSTEM IMPROVEMENTS FOR ILLINOIS 83 SSA & DOWNTOWN BUSINESS DISTRICT

LONG GROVE, LAKE COUNTY, ILLINOIS

OFF-SITE WATERMAIN

DRAWING NO. C-7

FOR REVIEW ONLY – NOT FOR CONSTRUCTION



ESI CONSULTANTS, LTD

VILLAGE OF LONG GROVE

ESI PROJECT NO. 26-271

WATER SYSTEM IMPROVEMENTS FOR ILLINOIS 83 SSA & DOWNTOWN BUSINESS DISTRICT
LONG GROVE, LAKE COUNTY, ILLINOIS

OFF-SITE WATERMAIN

DRAWING NO. C-8