Village of Lemont
Planning and Zoning Commission

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

PLANNING & ZONING COMMISSION
Regular Meeting
Wednesday, February 17, 2016
6:30 p.m.

I. CALL TO ORDER

A. Pledge of Allegiance

B. Verify Quorum

C. Approval of Minutes January 20, 2016 meeting

II. CHAIRMAN'S COMMENTS

III. PUBLIC HEARINGS

A. 16-01 Fox Meadows Rezoning and Preliminary PUD continued.

IV. ACTION ITEMS

V. GENERAL DISCUSSION

A. Update from Village Board

VI. AUDIENCE PARTICIPATION

VII. ADJOURNMENT

Village of Lemont
Planning and Zoning Commission
Regular Meeting of January 20, 2016

A meeting of the Planning and Zoning Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, January 20, 2016 in the second floor Board Room of the Village Hall, 418 Main Street, Lemont, Illinois.

I. CALL TO ORDER

A. Pledge of Allegiance

Chairman Spinelli called the meeting to order at 6:34 p.m. He then led the Pledge of Allegiance.

B. Verify Quorum

Upon roll call the following were:
Present: Maher, McGleam, Sanderson, Zolecki, Spinelli
Absent: Kwasneski

Village Planner Heather Valone, and Village Trustee Ron Stapleton were also present.

C. Approval of Minutes from the November 18, 2015 Meeting

Commissioner McGleam made a motion, seconded by Commissioner Zolecki to approve the minutes for the November 18, 2015 meeting with no changes. A voice vote was taken:
Ayes: All
Nays: None
Motion passed

II. CHAIRMAN'S COMMENTS

Chairman Spinelli greeted the audience.

III. PUBLIC HEARINGS

A. 16-01 FOX MEADOWS REZONING AND PRELIMINARY PUD

Chairman Spinelli called for a motion to open Case 16-01.

Commissioner Maher made a motion, seconded by Commissioner Sanderson to open the public hearing for Case 16-01. A voice vote was taken:
Ayes: All

Nays: None
Motion passed

Mrs. Valone, Village Planner, stated it is noted in the staff report the applicant is asking for a continuation till the February 17, 2016 Planning and Zoning meeting. The applicant had discovered some issues with some off-site wetlands that are impacting his proposal. The applicant is asking for more time to revise his plans. The public hearing will be left open and it will come back before the Planning and Zoning at the February 17th meeting. A secondary notice will not be sent and it will not appear in the paper either.

Chairman Spinelli called a motion to continue the public hearing.

Commissioner Maher made a motion, seconded by Commissioner Sanderson to continue the public hearing for Case 16-01 till the February 17, 2016 meeting.
A voice vote was taken:
Ayes: All
Nays: None
Motion passed

Kevin O'Conor, 13220 Silver Fox Drive, said he was here tonight for this case and was wondering if there were any updates on it.

Chairman Spinelli stated the applicant had asked to post pone the meeting until February due to some unexpected issues that has come up. He asked for more time to evaluate it and redesign the site plan before he comes back.

Mr. O'Conor asked if they had a rough time when they might proceed.

Chairman Spinelli said the process is just now starting. If it comes before the Planning and Zoning in February it should then go to the Village Board in March and after that they would start their engineering process. He stated if he had to guess it would be in the fall for Final PUD if the Preliminary PUD gets approved.

Mr. O'Conor asked if they knew what size lots they are proposing.

Chairman Spinelli stated he has not seen any plans at this time and cannot comment on that.

Mr. O'Conor asked if it was going to part of Lemont.

Chairman Spinelli said it was annexed into Lemont in 2008.

Mr. O'Conor thanked the Commission for the update.

IV. ACTION ITEMS

None

V. GENERAL DISCUSSION

A. Update from Village Board

Mrs. Valone stated the Wehn fence variation passed just after the November PZC meeting. The 508 Illinois Street did get approved on December 14th and Equestrian Meadows did not appear before the Committee of the Whole but they did meet all the requirements of the Planning and Zoning. The application went before the Village Board on December 14th and was approved.

Chairman Spinelli asked if the water main that went in along Bell Road was Lemont's.

Mrs. Valone said yes.

Chairman Spinelli asked if that was tying into the south end and bringing it north.

Trustee Stapleton stated yes.

Commissioner McGleam asked if there were any updates in regards to Palos Park and annexations.

Trustee Stapleton said on Friday they had annexed Midiron and Glen Eagles without any annexation agreement.

Discussion continued in regards to what properties might be effected in regards to the Palos Park annexation and whether an annexation agreement is needed.

Mrs. Valone stated the Code Enforcement Officer has been out to see the Illinois Bar and Grill sign during the day. He did time the sign to make sure it was stationary for at least seven seconds and it was.

Chairman Spinelli said he went past it tonight and the lighting did not seem as bright as it was.

VI. AUDIENCE PARTICIPATION

None

VII. ADJOURNMENT

Commissioner McGleam made a motion, seconded by Commissioner Sanderson to adjourn the meeting. A roll call vote was taken:
Ayes: All
Nays: None
Motion passed

Minutes prepared by Peggy Halper

Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Planning & Zoning Commission

FROM: Heather Valone, Village Planner

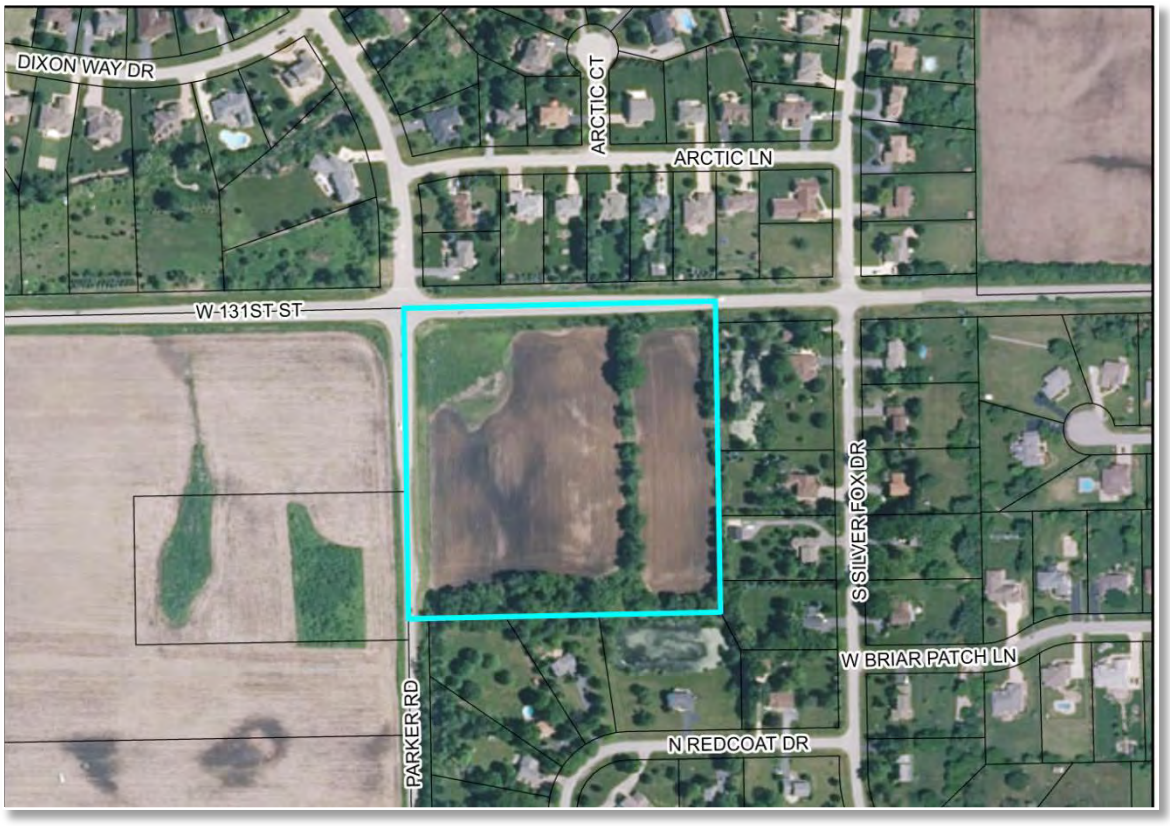
THUR: Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Case 16-01 Fox Meadows Preliminary PUD and Rezoning

DATE: February 8, 2016

SUMMARY

Mike Ford of Tempo Development Inc., contract purchaser of the subject property, has requested a rezoning from R-5 Single-Family Attached Residential District to R-4 Single-Family Detached District and a preliminary planned unit development (PUD) approval for a 28 single-family home subdivision. Staff recommends approval with conditions.



PROPOSAL INFORMATION

Case No.	16-01
Project Name	Fox Meadows Preliminary PUD and Rezoning

General Information	
Applicant	Mike Ford, Tempo Development Inc.
Status of Applicant	Contract Purchaser
Requested Actions:	Preliminary PUD Approval and rezoning from R-5 to R-4
Purpose for Requests	28 single family home subdivision
Site Location	13101 (PIN: 22-35-300-002-0000)
Existing Zoning	R-5 Single-Family Attached Residential District
Size	11.99 acres
Existing Land Use	Vacant/former farm land
Surrounding Land Use/Zoning	North: R-4 Unincorporated Cook County Single-Family Residence District (Fox Hills subdivision)
	South: R-3 Unincorporated Cook County Single-Family Residence District (Fox Chase Estates subdivision)
	East: R-3 Unincorporated Cook County Single-Family Residence District (Fox Chase Estates subdivision)
	West: R-4 Single-Family Detached Residential (Kettering subdivision)
Lemont 2030 Comprehensive Plan	The Comprehensive Plan map designates this area Conventional Neighborhood (CONV)

BACKGROUND

Zoning History. The property was originally entitled for an assisted living/skilled care facility known as Paradise Park in 2008. The property was annexed into the village with an annexation agreement and a preliminary PUD was approved for the development. The property was also rezoned R-5 single-family attached. The project never progressed further and the PUD approval expired. However the annexation agreement is in effect and restricts the type of R-5 development to senior assisted living. The annexation agreement included the site plans for Paradise Park, meaning that only a senior living facility with the same site plan as the depicted in the agreement could be developed on the property. The agreement for the property also stipulates requirements for payment of recapture fees per the Homewerks (Glens of Connemara) recapture agreement and contribution of $20,000 toward the installation of a traffic light at 131st Street and Parker Road.

Technical Review Committee. Prior to submitting a formal application, the applicant submitted plans to the Technical Review Committee (TRC) on September 18, 2015. At that time, the applicant presented a concept plan that included 30 single-family homes, with two full access points along Parker Rd, similar to the proposed plan.

The TRC noted potential deviations from Village standards in the proposed right-of-way width, average lot size, lot width, and interior side setbacks. The proposed average lot size was 8,180 sf with reduced side setbacks. Staff recommended that developer redesign the lot layout in order to place the largest lots abutting the existing single-family homes to the south and east and the smaller lots on the interior of the development.

The Village Engineer noted that the north entrance into the subdivision should likely be restricted to right in/right out only. Staff additionally recommended that sidewalks should be provided within the development, and along Parker to provide access to the planned park site within the Kettering subdivision.

Application. Following the TRC, the applicant revised the development plans numerous times to comply with staff recommendations.

DEPARTURES FROM ZONING STANDARDS

Section 17.08.010 of the Unified Development Ordinance [UDO] describes the purpose of PUDs: "Within the framework of a PUD normal zoning standards may be modified. The resulting flexibility is intended to encourage a development that is more environmentally sensitive, economically viable, and aesthetically pleasing than might otherwise be possible under strict adherence to the underlying zoning district's standards." The table below illustrates how the application deviates from the current standards of the UDO. Below is a summary of current UDO standards, how the proposed PUD differs from those standards, and staff's recommendations related to those deviations.

UDO Section	UDO Standard	Proposed PUD	Staff Comments
17.08.030. D	All PUDs with a residential component must include 15% open space for the benefit of residents within the PUD.	No common open space is proposed.	Staff finds this deviation acceptable as the provision of private open space is consistent with the comprehensive plan.
17.07.01 (Table)	Minimum lot size is 12,500 sf for R-4. Minimum lot widths is 90 ft for R-4 lots. Interior side setback is 15 feet for R-4 districts.	Minimum lot size is 8,976 sf. Minimum lot width is 74.5 ft.. Interior side setback proposed is 10 ft.	The proposed lot sizes and widths within the subdivision vary significantly. For a more detailed analysis of the proposed dimensions, see the Site Design section of this report. The proposed interior side setback is acceptable to staff, as it is consistent with the Lemont 2030 Comprehensive Plan and past zoning approvals. For a more detailed analysis see, the Site Design section of this report.
Appendix G LS-10	66 ft of Right-of-Way, 30 ft street pavement width, and 12 ft parkways.	The applicant is proposing a 60ft right-of way, 30 ft street pavement, and 10 ft parkway.	Staff finds the deviation acceptable. The UDO actually contains conflicting requirements for road right of way. Since 2002, many developments in Lemont were approved 60 ft rights of way, with minimal negative impacts.

REZONING ANALYSIS

Illinois courts have used an established set of criteria when evaluating the validity of zoning changes. The criteria are known as the LaSalle factors, as they were established in a 1957 lawsuit between LaSalle National Bank and Cook County. Additionally, the "LaSalle factors" serve as a useful guide to planners and appointed and elected officials who are contemplating zoning changes. The LaSalle factors that are not addressed elsewhere in the report and accompanying analysis are as follows:

2. The extent to which property values are diminished by the particular zoning;

   Analysis: Rezoning would not diminish the property value of the subject parcel. The previous plan for the site (2008) was a senior assisted living facility that only obtained zoning entitlements and never moved into the permitting phase. The surrounding area is developed as primarily detached single-family. The current proposal for this property indicates that the property is more marketable for single-family detached homes.

3. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;

   Analysis: The contract purchaser/ owner of the property is requesting the zoning change to allow the property to be developed; there is therefore, no complaining party contending that the rezoning creates a destruction of the property value of the subject site. Additionally, the majority of the neighboring properties are zoned single family, and the proposed zoning is more consistent with the neighboring properties that the senior assisted living facility previously approved in 2008.

4. The relative gain to the public as compared to the hardship imposed on the individual property owner;

   Analysis: The property has sat vacant and farmed for a number or years. The applicant as the contract purchaser has initiated the request and therefore no hardship is found; the rezoning is a gain to the current property owner to sell the property and have it developed. The proposed R-4 zoning is more consistent with the surrounding properties than the current R-5 zoning and is therefore a gain to the public.

1. The public need for the proposed use;

   Analysis: Lemont is a growing community with a number of subdivisions that are selling out quickly. The proposal would allow for an additional single-family detached subdivision to complement the current availabilities. The applicant's last subdivision, Birch Path, sold out all lots quickly after the zoning entitlements were approved and before construction began.

REZONING CONCLUSION

Staff finds that the proposed R-4 zoning is more appropriate for the subject site than the existing R-5 zoning.

PUD ANALYSIS

Compatibility with Existing Land Uses. The properties to the north, south, and east (Fox Chase Estates and Fox Point) are large lot single-family homes, as the area is unincorporated Cook County. As noted, the proposed lot sizes are smaller than the neighboring properties to the north, south, and east; however, the proposed single-family development is more consistent than the existing single-family attached zoning district

and annexation agreement entitlements. Additionally, the applicant has proposed placing the development's larger lots along the east and south boundaries of the subject site. The property to the west of the subject site is Kettering, a 243 lot single-family detached conservation style subdivision within the Village. The proposed development is also more consistent with Kettering than the previously approved senior living facility.

Consistency with Lemont 2030. The Comprehensive Plan map designates this area as Conventional Neighborhood. Per Lemont 2030, the Conventional Neighborhood is:

> "Characterized by mostly single-family detached homes... Neighborhoods in this district have a typical gross density of two to four dwelling units per acre. Although some developments may feature common open spaces in their designs, most open space will be private yards" in the conventional neighborhood district. "All neighborhoods in this district will have a walkable site design with streets that connect in a logical manner throughout the neighborhood and in seamless transitions to adjacent developments."

The proposed development is consistent with the Conventional Neighborhood future land use district described in the Lemont 2030 Comprehensive Plan: its density is 2.88 dwelling units per acre, the open spaces are proposed to be private yards, and it provides sidewalks for pedestrian circulation within the subdivision and connecting to Kettering across Parker Road.

One of the guiding principles of the *Our Homes* chapter of Lemont 2030 is that housing products with higher densities are interrelated with and supportive of many of the plan's other goals related to economic development and community vibrancy, so long as developments do not detract from the aesthetics and small-town charm of the community (p.61). Specifically, Lemont 2030 recommends that the Village "encourage residential planned unit developments that contain a range of housing products or lot sizes" (p.68). The proposed development contains a range of lot sizes, from 8,976 sf to 17,162 sf; the average lot size is 11,262 sf.

The proposed development is higher density than surrounding properties; it would be inconsistent with Lemont 2030 to approve a development with the very low density seen in the surrounding unincorporated subdivisions. The proposed development also has a higher density than the typical R-4 standard would generate, but not substantially so; this is consistent with Lemont 2030. Lemont 2030 seeks to attain incrementally higher densities while maintaining aesthetic compatibility between new and existing development. The proposed development achieves this compatibility in part by arranging the larger lots (1-16) along the east and south edges of the development; the average size of lots 1-16 is 12,428 sf. Additional design considerations addressed in the Building Design section of this report can further enhance aesthetic compatibility with existing development.

Consistency with PUD Objectives. UDO Section 17.08.010.C lists 11 different objectives to be achieved through planned unit developments. Staff finds that the proposed PUD supports objective #1, ensuring that future growth and development occurs in accordance with policies and goals of the Village; the proposed development achieves the vision of the Lemont 2030 Comprehensive Plan's conventional neighborhood district. The proposed PUD also supports objective #4, to stimulate economic development

within the Village; the proposed subdivision increases the number of residential units, and thus potential customers within the market area.

Wetlands. The applicant submitted a wetlands report that delineates the area of wetlands on the subject property. There are two existing wetlands on the property; wetland #1 is located on the northwest corner of the property and wetland #2 is located near the south edge of the property, on the proposed lots 14-16. The wetlands report indicates that the wetlands are poor quality and isolated. The preliminary site plan shows the proposed detention pond overlapping wetland #1. The Army Corps of Engineers (USACE) has claimed jurisdiction of wetland #1 and indicated there is high likelihood that the applicant will be permitted to mitigate or "bank" the wetland off-site, thus enabling him to use the wetland #1 area for on-site detention. Wetland # 2 has not yet been reviewed for jurisdictional determination from either USACE or MWRD. However the wetland report indicates that the wetland is low quality and less than 0.1 acre; therefore wetland #2 will most likely be allowed to be modified per Section 604.5 of the MWRD Watershed Management Ordinance (WMO).

Additionally, there are two off-site potential wetlands near lots 10-12 and 4-6. The applicant has included a conservation easement along the rear of these lots to achieve a 50 ft buffer from the high water mark of the wetlands. The off-site wetlands have not been reviewed by USACE or MWRD; however, the inclusion of the easement should satisfy any regulatory requirements if the wetlands are ruled jurisdictional by either authority.

The property is located in the Long Run Creek Watershed. The Village, along with a number of stakeholders, developed the Long Run Creek Watershed-Based Plan (LRCW-BP) in March of 2014. The plan inventories the current land use and coverage conditions within the watershed and makes recommendations to protect and restore the health of the watershed. The LRCW-BP breaks the watershed into smaller planning areas. The subject site is defined an area with 10% to 25% impervious land coverage and listed as a low priority area. The plan does recommend, specific to the subject property, that the site should be developed using conservation style or low impact development techniques. However, as USACE has claimed jurisdiction of wetland #1, wetland #2 is less than 0.1 acres, and the applicant has provided a buffer for the off-site wetlands, staff will defer to guidance provided by USACE and MWRD.

Engineering Comments & Stormwater Management. The Village Engineer's comments are attached. The Village Engineer notes that at least 15 ft (total) easement is needed along the storm sewer route behind lots 13-16, and between lots 16, 17, 20, 21, 28, and 29. Also, the street lights are still 100 feet east of the Parker right-of-way line. The street lights need to be at the intersection, at midblock, and at the roadway bulbs.

Additionally, the applicant proposes storm sewer locations in the conservation (wetland buffer) easement area. These utilities will need to be revised to avoid the easements on lots 12-10 and 4-6. The drainage easements for these lots also need to be relocated outside of the conservation easement.

Traffic & Site Access. The applicant did not submit a traffic study for the proposed subdivision. The 2008 annexation agreement requires the property to contribute to a

traffic light at the intersection of 131st St. and Parker Rd. The applicant has confirmed that they will comply with the annexation agreement.

Landscaping. The applicant submitted an existing tree survey that indicates only 31% of the trees on the subject property are in average or good condition. Of those trees only four are not being preserved. This requires the applicant to mitigate with 14 trees. The applicant has provided a landscape plan that meets tree mitigation requirement and the remaining landscape standards in the UDO. However, the engineering plans indicate that a significant portion of the trees being preserved are located in the rear utility easements of lots 9-4. Preservation of these trees will require the applicant to directional bore the utilities. The applicant has not indicated how the utilities will be installed, thus the applicant needs to submit additional information on the preservation efforts for these trees or submit a plan to mitigate their removal.

The Village Arborist commented that there are inconsistencies in the existing tree survey. Additionally the applicant should superimpose the proposed grading on the existing tree plan. The applicant indicated on the landscape plan the existing trees that are being preserved. The applicant should submit a separate plan noting the preservation trees and the methods to protect the trees during construction. The applicant is also prosing to keep a number of trees that are indicated as poor condition. Based on the size and species of the tree the applicant should revise the plan to remove these trees.

Additionally there are inconsistencies between the site plan and landscape plan. The site plan indicates that there will be a 20 ft landscape easement along the north section of the detention pond continuing east along lots 1-4. The landscape easement should be removed in the detention pond area and landscape easements should be indicated along the west portion of lots 28, 17, and 16 to match the proposed landscaping plan. The applicant should work with staff to finalize the plantings surrounding the detention pond prior to final PUD approval. Full comments are attached.

Site Design. Overall the site design is logical and straightforward. The overall site is a regular shape with no constraining surrounding uses. The detention pond acts as a buffer between the proposed homes and the intersection of 131st St. and Parker Rd.; in fact, only three lots are proposed to border the Parker Rd. right-of-way and only three lots border 131st Street in full. Two points of access are proposed, one right-in, right-out onto Parker Rd. and one full access further south of first access point. Staff generally approves of the road layout and street names; however, Wooded Path needs to be altered to a more conventional street suffix such as Lane, Drive, Boulevard, etc.

The proposed interior side setbacks are consistent with previously approved developments. The applicant is proposing interior side setbacks of 10ft. The Glens of Connemara and Equestrian Meadows have minimum interior side setbacks of 10 ft and the Estates of Montefiori has minimum interior side setbacks of nine feet. Older subdivisions, such as Briarcliffe Estates and Covington Knolls, also have reduced side yard setback allowances.

As noted, the applicant is proposing a range of lot sizes. The applicant is proposing nine lots that are less than 10,000 sf. These lots are placed in the interior (lots 18-22 and 23-27) of the subdivision rather than the exterior to avoid incompatibility with the larger neighboring properties to the east and south. The majority of the proposed lots are 10,000

sf to 12,499 sf (see table below); the development's average lot size is 11,262 sf. While the development's minimum lot size is smaller than most other previously approved developments, the development's average lot size is similar to other recently approved developments. The recently approved Equestrian Meadows has an average lot size of 11,934 sf.

Lot Size	Number of lots proposed	Lot numbers
12,500 sf or Larger	4	4, 9, 10, and 12
12,499 sf – 10,000 sf	15	1-3, 6-8, 11, 13, 14, 16, 17, and 28.
9,999 sf – 8,800sf	9	18-22 and 23-27

Staff is concerned with the size of lot 5 due to the proposed 30 ft conservation (wetland buffer) easement. Lot 5's total lot size is 11,599 sf; however, the wetland conservation easement covers 25% of the total lot. In addition to the conservation easement, a required public drainage easement will cover an additional seven and a half feet of the lot. Staff superimposed three of the four models on the lot to estimate the remaining rear yard available for accessory structures or buildings, given the large area of the lot covered by easements. The two largest models would have no remaining rear yard for a future homeowner to use for accessory structures/ buildings, thus creating a hardship. The largest model would not fit within the setbacks and easements. Therefore, staff recommends that lot 5 be eliminated and lots 5-8 be redistributed accordingly.

Building Design. The applicant has proposed a product book containing four house models. The models are the same as the models the applicant is constructing in the Birch Path Subdivision. The applicant is also proposing that all models will have a minimum of 3ft of brick or stone on all first floor elevations. A product book with only four models in a 28-home subdivision will not meet the proximity standards of UDO §17.22.020.B. The product book should also be revised to remove all models where the garage protrudes more than 10 ft from the plane of the front elevation of the home as required by UDO §17.22.050.G. Staff recommends that the applicant either withhold formal submittal of a product book until final PUD application, or remove the product book from the PUD entirely and simply comply with UDO requirements for anti-monotony.

As noted previously, Lemont 2030 seeks to achieve incrementally higher densities in new development while remaining sensitive to the aesthetics and small-town character of established development. Accordingly, staff finds that additional building design requirements are appropriate to ensure better compatibility between the proposed subdivision and the surrounding area. Staff proposes the following conditions within the Preliminary PUD to regulate the appearance of the homes within the subdivision:

1. No more than 33% of the homes (10 homes) shall have three-car front loaded garages. Three-car front loaded garages shall be prohibited on lots 17-21 and 24-28.

2. A minimum of 30% of the single family units shall have masonry extending from grade to the top of first storey on all elevations. Note, Lemont 2030 encourages the Village to "reduce the practice of incorporating provisions in development approval that result in more expensive construction," i.e. requiring first-floor brick on

all homes (p.69). However, in this circumstance, the subject site is relatively small and highly visible from 131st St and Parker Rd; as such staff concludes that the development has a greater need to fit in with the existing character of the area than a larger development would. The surrounding homes are generally façade-only brick or non-masonry elevation construction and a third of the surrounding homes have first floor brick on all elevations.

3. Single family detached units constructed with less than 25% masonry on all elevations shall be subject to the following additional requirements:

   a. All windows shall include trim that is at least 3" wide.

   b. Window shutters shall be no less than half the width of the adjacent window. Shutters of the same size, make, shape, and color must be uniformly installed on both sides of the window.

   c. When the front elevation of a home includes a cornice, trim board/belt course, lintel, eave bracket, or other similar ornamentation, such ornamentation shall be present on all elevations of the home, unless determined by the Planning and Economic Development Director, in writing, that such ornamentation need not be present.

4. Brick and stone veneer shall be anchored veneer. Adhered brick and stone veneer systems shall not be permitted, except adhered natural stone veneer shall be permitted for porch columns.

5. When a single family detached unit includes masonry on at least 40% of the front elevation, such masonry shall be extended to all elevations of the single family detached unit at the same height as is present on the front elevation.

6. Siding shall be cement fiber board, LP Smart Side® or a comparable product of similar style and quality as approved by the Village Planning and Economic Development Director.

Fire District Comments. The Fire Marshal generally approves of the plans. The majority of comments made relate to items determined during site development permitting. The full comments are attached.

CONCLUSIONS & RECOMMENDATIONS

The proposed development complies with most requirements of the Unified Development Ordinance; it also conforms to the policy guidance of the Lemont 2030 Comprehensive Plan. Therefore, staff recommends approval with the following conditions:

1. Comply with the Building Design conditions noted above.

2. Revised plans to implement the cross walk across Parker Rd. for access to the park site planned in Kettering.

3. Revise the existing tree survey and landscape plan as noted by the Village Arborist.

4. Submit a tree preservation plan as noted by the Village Arborist.

5. Revise the storm sewer locations and drainage easement outside of the conservation easements on lots 10-12 and 4-6.

6. Revise the street name Wooded Path to Wooded Lane or Wooded Drive.

7. Consolidate lot 5 into lots 6-8.

8. Revise the engineering plans to address the Village Engineer's comments relating the stormwater route easements for lots 13-17, 20, 21, 28, and 29.

9. Address any other remaining outstanding items as noted by the Village Arborist and Engineer.

ATTACHMENTS

1. Site Photographs
2. Village Arborist review
3. Village Engineer review
4. Fire Marshal review
5. Application package

Attachment 1: Site Photos

Figure 1 The view from 131st St. looking southeast.

Figure 2 The intersection of 131st St. and Parker Rd. looking northeast.

Figure 3 The furthest southwest corner of the subject property.

Attachment 2

Urban Forest Management, Inc.

February 11, 2016

Ms. Heather Valone
Village Planner
Village of Lemont
418 Main Street
Lemont, IL 60439

RE: Fox Meadows Revised Rezoning and Preliminary PUD
PZC case 16-01 Review #3

Dear Heather:

As requested, I have reviewed the revised plans. The following comments summarize this review:

1. The tree protection fence as shown on the landscape plan along the north and east property lines and 30' inside the east property line and 45' inside of the north property line is not necessary. The few existing trees that are being saved can be individually fenced or fenced in groups. The goal is to protect the critical root zone of the trees. The critical root zone is a circle around the tree with one foot of radius for each one inch of tree diameter as measured 4.5 feet above ground.
2. It is still not clear as to how the storm sewers and drainage swales along the east and north property lines are to be constructed in a way that will not damage the trees to be saved.
3. Any of the plan notes on the landscape plan that are not applicable to this site should be removed from the landscape plan. Are all of the planting beds going to the bermed 12" to 24" as required by note 25?
4. The proposed plantings in Outlot A comply with Village requirements in terms of species selections. The Village will be maintaining the landscape in Outlot A. Prior to final approval of the landscape plan, the project landscape architect should work with Village staff to make sure that the arrangement of the plantings is compatible with The Village's maintenance program.

Sincerely,
URBAN FOREST MANAGEMENT, INC.

Vice-President

960 Route 22, Suite 207 Fox River Grove, Illinois 60021 847-516-9708 FAX 847-516-9716

Attachment 3

Frank Novotny & Associates, Inc.

545 Plainfield Road, Suite A • Willowbrook, IL • 60527 • Telephone: (630)887-8640 • Fax: (630) 887-0132

Civil Engineers/
Municipal Consultants

February 9, 2016

Ms. Heather Milway-Valone
Planner
Village of Lemont
418 Main Street
Lemont, IL 60439

Re: **Fox Meadows PUD**
Preliminary Engineering Plan Review 2
Case 16-01

Dear Heather:

I have reviewed the revised preliminary engineering plan for Fox Meadows, dated 2/01/2016, and have the following comments.

1) The Project is indicated to be constructed in two (2) phases. There appears to be no stormwater detention facility located in the Phase I area, for the use of Phase I.

   If the wetland is mitigated off-site, the project can be constructed in one Phase.

2) A jurisdictional determination for the wetland needs to be received from the USACOE.

   Received, as jurisdictional.

3) UDO requires curb and gutter, and sidewalk, along Parker Road, unless such is waived. UDO also requires a sidewalk along 131st Street, unless such is waived.

   No comment.

4) The presence of the wetland area near Outlot A will significantly impact the project planning. MWRDGC also requires a 50 foot wide wetland buffer area for standard isolated wetlands. The wetland report from EnCap in the PUD submittal accurately reflects the wetland development scenarios.

   Areas for the buffers have been provided, if needed by MWRDGC.

5) A payment contribution for the future traffic signal at 131st Street and Parker Road is required. The methodology of calculating this payment needs to be established.

   To be determined.

6) Street width is shown at 27 feet from back-to-back of curb, 30 feet width is required per LS-10. Right-of-way is shown at 60 feet wide; 66 foot is required, per LS-10.

   Street width is now 30 feet back-to-back. ROW is 60 feet.

7) The off-site detention basin outflow from the southeast Fox Chase Estates detention facility behind Lots 11 to 13, needs to be carefully analyzed. The overflow route easements behind Lots 13 to 16, and between Lots 16 and 17, 21 and 20, and 29 and 28, need to be expanded to accommodate the overflow route. The 100 year overflow drainage needs to be contained totally in storm sewer, with the overland drainage route as a back-up emergency route.

The 100 year flood is shown to be accommodated in storm sewer, as requested. Wider side yard easements are needed along the storm sewer route, at least 15 feet total width (not 10 foot width, as shown by the typical detail).

8) The proposed top of foundations for Lots 6, 7 and 8 are shown to be approximately, 4 feet higher than the existing houses to the east. These tops of foundations should be lowered to avoid this height difference and to allow for less steep driveway slopes.

Foundations have been lowered between 1 and 1.3 feet. This should suffice.

9) Due to the elevation proximity of the storm sewer outlet (Inv. 689.55) and the Base Flood Elevation to the northwest (688.9) near Long Run Creek, it should be confirmed that the FIRM elevation datum is the same as the site datum (NAVD 88).

Needs confirmation, no elevation datum is indicated.

10) The proposed street lights should be located more toward the entrances at Parker Road.

Both street lights are still 100 feet east of Parker Road ROW line. This still needs to be corrected. The street lights need to be at the intersection, at midblock, and at the roadway bubbles.

11) The site is subject to the 131st Street Sanitary Sewer and Water Main Recapture Agreement.

No comment.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

James L. Cainkar, P.E., P.L.S.

JLC/dn
cc: Mr. George J. Schafer, Village Administrator
Ms. Charity Jones, Director of Community Development
File No. 08026/16018
16018_Pre Eng Review 2

Frank Novotny & Associates, Inc.

545 Plainfield Road, Suite A • Willowbrook, IL • 60527 • Telephone: (630)887-8640 • Fax: (630) 887-0132

Civil Engineers/
Municipal Consultants

February 9, 2016

Ms. Heather Valone
Planner
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: **Fox Meadows PUD**
Site Plan Review 2
Case 16-01

Dear Heather:

I have reviewed the revised Site Plan for Fox Meadows dated 02/01/2016, and note the following:

1. The street width still scales at 27 feet back-to-back, and the ROW is shown at 60 foot width.
Street width is now 30 feet back-to-back. ROW is 60 feet.

2. The ROW width for both residential streets, where they access to Parker Road, is too narrow to allow for conventional ADA ramping of the sidewalk.
This has been corrected.

3. The proposed wetland (and the un-shown required wetland buffer) on Outlot A is proposed to be "wetland banked" by the Developer. The approval for wetland banking needs to be approved by the USACEO and the MWRDGC. Written permission should be pursued to determine if this is allowed from either entity.
USACOE has provided verbal initial approval to "bank" the wetland.

4. Outlots B and C consist of a wetland buffer area for existing off-site detention facilities. If these areas remain, they should be "Wetland Conservation Easement", not Outlots. There is no access available to maintain the Outlot C buffer from Wildwood Drive. The MWRDGC needs to determine if the wetland buffers are actually required for off-site, man-made detention areas (Contact Justine Stawski).
This has been corrected.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.

James L. Cainkar, P.E., P.L.S.

JLC/dn
cc: Mr. George J. Schafer, Village Administrator
Ms. Charity Jones, Director of Planning/Development
File No. 16018
16018_Site Plan Review 2

Attachment 4

LEMONT FIRE PROTECTION DISTRICT

BUREAU OF FIRE PREVENTION

15900 New Avenue
Lemont, IL 60439
Business: (630)257-0191
Fax :(630) 257-5318
lemontfire.com

NFPA MEMBER 05-06

January 5, 2016

Mrs. Heather Valone
Village Planner
Village of Lemont
418 Main St.
Lemont, IL 60439

Re: Proposed Fox Meadows
Rezoning and PUD

Dear Mrs. Valone;

We are in receipt of the plans for the above mentioned project. The 2006 edition of the International Fire Code with local amendments were used for this review. These plans are **APPROVED AS NOTED** subject to compliance with the following comments:

1) The address for the properties shall be permanently displayed, either on a sign or on the building. The type and size of the address a minimum four inches (4") - shall be in compliance with Lemont Fire Protection District Ordinance #14-02, and International Fire Code, 2006 Edition (Section 505).
NOTE: Verify addresses and install temporary street signs prior to building site work commencing.

2) Underground piping shall be designed, installed, and tested in accordance with N.F.P.A. Standard #24, 2002 Edition, "Installation of Private Fire Service Mains and their Appurtenances." (Section 24.10.10.2). Notify the appropriate municipality **forty-eight (48) hours in advance,** so that all tests can be witnessed. Upon successful completion of this test, a properly completed "Contractor's Material & Test Certificate for Underground Piping" form shall be submitted to the Bureau of Fire Prevention for approval.

3) An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction in accordance with the 2006 International Fire Code, Section 508.1.

4) Fire hydrants shall be located along a fire apparatus access road so that no portion of a building or facility will be more **than 300 feet from any hydrant.** Additional hydrants and mains shall be provided where required by the code official. Lemont Fire Protection District Ordinance #14-02 (Section 508.5.1).

   NOTE: Hydrant spacing appears to have exceeded 300' within some areas of this development.

5) Fire Hydrant Installation: Fire hydrants shall be installed so that:

   1) Access: Access to fire hydrants shall be by any approved roadway as specified by this code.

   2) Distance to Roadways: Hydrants shall be located approximately ten (10) feet from all-weather roadways.

   3) Pumper Outlet Direction: Each hydrant shall have the pumper (steamer) connection facing the primary roadway and shall be accessible so that a connection can be made between the hydrant and the apparatus located in the street with twenty (20) feet of suction hose.

   4) Hydrant Outlet Location: Fire hydrant outlets shall be a minimum of eighteen (18) inches and no more than thirty-six (36) inches above the finished grade.

   5) Hydrant Type: Fire hydrants used in conjunction with water supplies shall be of a type acceptable to the Lemont Fire Protection District.

   6) Cover/Cap: The larger steamer port on the hydrant is to be equipped with a five (5) inch "storz" fitting with a cover/cap. This cover/cap shall be connected to the hydrant with a 0.125" vinyl coated aircraft cable. If this type of connection cannot be used, final determination shall be made by the fire code official. Lemont Fire Protection District Ordinance #14-02 (Section 508.5.7).

6) When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to an during the time

of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with the International Fire Code, 2006 Edition, (Section 505.2).

7. Fire apparatus roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surface so as to provide all weather driving capabilities in accordance with the International Fire Code, 2006 Edition, (Section 503.2.3).

The review of these drawings does not relieve the contractor or building owner from designing and installing and completing this project per all code and standard requirements. Fire code and standard requirements not necessarily noted on these plans, in the plan review letter, or noted during inspections are still required to be provided and installed in full compliance with all adopted codes standards and ordinances. I will recommend approval of these plans with the stipulation that the above items are addressed and complied with. This **APPROVAL AS NOTED** with noted requirements of the Codes and Standards for the submitted project is not to be construed as final approval. This can only be granted after construction and occupancy inspections. If you should have any further questions please don't hesitate to contact me.

Sincerely,

Daniel A. Tholotowsky
Fire Marshal

cc: File #112

Attachment 5

Village of Lemont
Community Development Department
418 Main Street Lemont, Illinois 60439
phone (630) 257-1595
fax (630) 257-1598

Rezoning Application Form

APPLICANT INFORMATION

TEMPO DEVELOPMENT INC JOHN M. FORD
Applicant Name

Company/Organization

11921 S. HOBART ST. PALOS PARK, IL. 60464
Applicant Address

708-751-2070
Telephone & Fax

FORD. JOHNMIKE @ GMAIL. COM
E-mail

CHECK ONE OF THE FOLLOWING:

_____ Applicant is the owner of the subject property and is the signer of this application.
__✓__ Applicant is the contract purchaser of the subject property.
_____ Applicant is acting on behalf of the beneficiary of a trust.
_____ Applicant is acting on behalf of the owner.

PROPERTY INFORMATON

SEC 131st ST. & PARKER RD.
Address of Subject Property/Properties

22-35-300-002-0000
Parcel Identification Number of Subject Property/Properties

10 ± ACRES
Size of Subject Property/Properties

DESCRIPTION OF REQUEST

Requested Zoning: R-4

REQUIRED DOCUMENTS

See Form 502-A, *Rezoning Application Checklist of Required Materials,* for items that must accompany this application.

FOR OFFICE USE ONLY

Application received on: 12/29/2015 By: HRV

Application deemed complete on: 12/29/2015 By: HRV

Current Zoning: R-5

Fee Amount Enclosed: $1,500 Escrow Amount Enclosed: $ 500

Rezoning Application Form

Village of Lemont

APPLICATION FEE & ESCROW

Application Fee (based on size of property to be rezoned):

< 2 acres = $300
2 to < 5 acres = $500
5 to < 10 acres = $750
10 to < 20 acres = $1,000
20 acres or more = $1,250

Fee is non-refundable.

Required Escrow = $500

At the time of application, the applicant shall submit a check for the establishment of an escrow account. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs incurred by the Village in association with the rezoning application. Additionally, should the applicant fail to remove the required public notice sign in a timely manner, the escrow account may be used to defray the costs of the sign's removal. After completion of the rezoning review process, any unused portion of the escrow account will be refunded upon request.

AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that as part of this application I am required to establish an escrow account to pay for direct costs associated with the approval of this application, such as the fulfillment of public notice requirements, removal of the public notice sign, taking of minutes at the public hearing and fees for consultants hired by the Village to evaluate this application. I understand that the submitted fee is non-refundable and that any escrow amount leftover upon project completion will be refunded upon request. I understand that I am responsible for the posting of a public hearing sign and for the mailing of legal notice to all surrounding property owners as required by Village ordinances and state law.

John M Ford — 12/29/15

Signature of Applicant — Date

IL — Cook

State — County

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that John M. Ford is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Mary E. Lesnieski

Notary Signature

Given under my hand and notary seal this 29th day of December A.D. 20 15.

My commission expires this 30th day of January A.D. 20 16.

OFFICIAL SEAL
MARY E. LESNIESKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-30-2016

Village of Lemont
Planning & Economic Development Department
418 Main Street Lemont, Illinois 60439
phone (630) 257-1595
fax (630) 257-1598

PUD Prelminary Plan/Plat Application Form

APPLICANT INFORMATION

John (Michael) Ford

Applicant Name

Tempo Development, Inc.

Company/Organization

11921 S. Hobart Street, Palos Park, IL 60464

Applicant Address

708-751-2070

Telephone & Fax

ford.johnmike@gmail.com

E-mail

CHECK ONE OF THE FOLLOWING:

_____ Applicant is the owner of the subject property and is the signer of this application.

__X__ Applicant is the contract purchaser of the subject property.

_____ Applicant is acting on behalf of the beneficiary of a trust.

_____ Applicant is acting on behalf of the owner.

PROPERTY INFORMATON

13101 Parker Road, Lemont, IL 60439 (Southeast corner of 131st Street & Parker Road)

Address of Subject Property/Properties

22-35-300-002-0000

Parcel Identification Number of Subject Property/Properties

11.99 Ac.

Size of Subject Property/Properties

REQUIRED DOCUMENTS

See Form 507-A, *PUD Preliminary Plan/Plat Application Checklist of Required Materials,* for items that must accompany this application.

FOR OFFICE USE ONLY

Application received on: _____ By: _____

Application deemed complete on: _____ By: _____

Current Zoning: _____

Fee Amount Enclosed: _____ Escrow Amount Enclosed: _____

Rezoning Application Form

Village of Lemont

APPLICATION FEE & ESCROW

Application Fee (based on size of property to be rezoned):

< 2 acres = $300
2 to < 5 acres = $500
5 to < 10 acres = $750
10 to < 20 acres = $1,000
20 acres or more = $1,250

Fee is non-refundable.

Required Escrow = $500

At the time of application, the applicant shall submit a check for the establishment of an escrow account. The escrow money shall be used to defray costs of public notice, consultants, or other direct costs incurred by the Village in association with the rezoning application. Additionally, should the applicant fail to remove the required public notice sign in a timely manner, the escrow account may be used to defray the costs of the sign's removal. After completion of the rezoning review process, any unused portion of the escrow account will be refunded upon request.

AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that as part of this application I am required to establish an escrow account to pay for direct costs associated with the approval of this application, such as the fulfillment of public notice requirements, removal of the public notice sign, taking of minutes at the public hearing and fees for consultants hired by the Village to evaluate this application. I understand that the submitted fee is non-refundable and that any escrow amount leftover upon project completion will be refunded upon request. I understand that I am responsible for the posting of a public hearing sign and for the mailing of legal notice to all surrounding property owners as required by Village ordinances and state law.

John M Ford — 12/29/15

Signature of Applicant — Date

IL. — Cook

State — County

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that John M. Ford is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Mary E. Lesnieski

Notary Signature

Given under my hand and notary seal this 29th day of December A.D. 20 15.

My commission expires this 30th day of January A.D. 20 16.

OFFICIAL SEAL
MARY E. LESNIESKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-30-2016

LEGAL DESCRIPTION

Southeast Corner of 131st Street & Parker Road
PIN: 22-35-300-002-000

THE NORTH 720 FEET OF THE WEST 726 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUND AN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 83 FOOT 131ST STREET WITH THE EASTERLY RIGHT OF WAY LINE OF 66 FOOT PARKER ROAD; THENCE EAST ALONG SAID SOUTHERLY LINE 30 FEET; THENCE SOUTHWESTERLY TO A POINT ON SAID EASTERLY LINE THAT IS 20 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EASTERLY LINE 20 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMITMENT FOR TITLE INSURANCE

Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

By

Authorized Signatory

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:
(312)223-3005

Commitment No.: 1401 008894404 D2

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: MINUTES - 13101 PARKER ROAD ORDER NO.: 1401 008894404 D2

EFFECTIVE DATE: SEPTEMBER 7, 2012

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY:	ALTA OWNERS 2006
AMOUNT:	$10,000.00
PROPOSED INSURED:	TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN: PARADISE PARK ASSISTED LIVING-LEMONT LIMITED LIABILITY COMPANY, AN ILLINOIS LIMITED LIABILITY COMPANY

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008894404 D2

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

5. **THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

NORTH 720 FEET OF THE WEST 726 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
EXCEPT THAT PART DESCRIBED AS FOLLOWS:
THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 83 FOOT 131ST STREET WITH THE EASTERLY RIGHT OF WAY LINE OF 66 FOOT PARKER ROAD; THENCE EAST ALONG SAID SOUTHERLY LINE 30 FEET; THENCE SOUTHWESTERLY TO A POINT ON SAID EASTERLY LINE THAT IS 20 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EASTERLY LINE 20 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 008894404 D2

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.

2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.

4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 8.

1. TAXES FOR THE YEAR(S) 2012
   2012 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 2011 FIRST INSTALLMENT WAS DUE MARCH 1, 2012
NOTE: 2011 FINAL INSTALLMENT WAS DUE AUGUST 1, 2012

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
22-35-300-002-0000	1 OF 1	2011	$89.04	PAID	$102.26	PAID

(AFFECST THE LAND AND OTHER PROPERTY)

K 9. MORTGAGE DATED SEPTEMBER 12, 2008 AND RECORDED SEPTEMBER 16, 2008 AS DOCUMENT NO. 0826022105 MADE BY PARADISE PARK ASSISTED LIVING LEMONT LIMITED LIABILITY COMPANY TO NEW CITY BANK TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF $1,365,000.00.

L 10. ASSIGNMENT OF RENTS RECORDED SEPTEMBER 16, 2008 AS DOCUMENT NO. 0826022106 MADE BY PARADISE PARK ASSISTED LIVING LEMONT LIMITED LIABILITY COMPANY TO NEW CITY BANK.

G 11. TERMS AND PROVISIONS OF THE RECAPTURE AGREEMENT FOR 131ST STREET SANITARY SEWER AND WATER MAIN EXTENSION, DISCLOSED BY ORDINANCE APPROVING SAID AGREEMENT, RECORDED AUGUST 31, 2007 AS DOCUMENT 0724360071

H 12. NOTE: DRAINAGE ASSESSSMENTS, DRAINAGE TAXES, WATER RENTALS AND WATER TAXES ARE INCLUDED IN GENERAL EXCEPTION (5) HEREINBEFORE SHOWN AND SHOULD BE CONSIDERED WHEN DEALING WITH THE LAND.

I 13. EASEMENT OVER THE NORTH 33 FEET OF THE LAND FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT TO OVERHANG AERIAL SERVICE WIRES AND RIGHT OF ACCESS TO SUCH WIRES, AS CREATED BY GRANT TO THE ILLINOIS BELL TELEPHONE COMPANY AND THEIR SUCCESSOR AND ASSIGNS AND AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED JULY 16, 1970 AS DOCUMENT 21212000.

J 14. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

M 15. TERMS, PROVISIONS AND CONDITIONS OF AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR AN APPROXIMATELY 12-ACRE PARCEL, LOCATED THE SOUTHEAST CORNER OF 131ST STREET AND PARKER ROAD IN LEMONT, ILLINOIS RECORDED JULY 15, 2008 AS DOCUMENT 0819718011 AND AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT AN APPROXIMATELY 12-ACRE PARCEL, LOCATED THE SOUTHEAST CORNER OF 131ST STREET AND PARKER ROAD IN LEMONT, ILLINOIS RECORDED JULY 15, 2008 AS DOCUMENT 0819718012 A

D 16. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

N 17. IN ORDER THAT WE MAY INSURE TITLE AFTER COMPLETION OF ANY PROCEEDING BROUGHT TO FORECLOSE THE LIEN RECORDED AS DOCUMENT 0826022105, WE NOTE THE FOLLO

(A) OUR POLICY, WHEN ISSUED, WILL BE MADE SUBJECT TO DIRECT ATTACK UPON THE JUDGMENTS AND ORDERS ENTERED IN THE CASE;

(B) UPON FILING OF THE COMPLAINT, A PROPER NOTICE OF FORECLOSURE PURSUANT TO SECTION 15-1503 OF THE ILLINOIS MORTGAGE FORECLOSURE LAW SHOULD BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS;

(C) THE FOLLOWING NECESSARY OR PERMISSIBLE PARTIES SHOULD BE JOINED IN THE CONTEMPLATED PROCEEDING IN ORDER THAT WE MAY INSURE THAT THEIR INTERESTS WILL BE AFFECTED:

(1) ALL PERSONS ACQUIRING RIGHTS IN THE LAND SUBSEQUENT TO THE DATE OF THIS COMMITMENT AND PRIOR TO THE TIME A NOTICE OF FORECLOSURE HAS BEEN RECORDED;

(2) ALL PERSONS, OTHER THAN THOSE NAMED HEREIN, KNOWN BY PLAINTIFF OR PLAINTIFF'S ATTORNEY TO HAVE OR CLAIM TO HAVE AN INTEREST IN THE LAND;

(3) ALL PERSONS IN POSSESSION OF THE LAND;

(4) PARADISE PARK ASSISTED LIVING-LEMONT LIMITED LIABILITY COMPANY, AN ILLINOIS LIMITED LIABILITY COMPANY, RECORD OWNER

(5) TENANTS OR PARTIES IN POSSESSION, IF THE INTENTION IS TO AFFECT THEIR INTEREST

(6) IF THE PLAINTIFF INTENDS TO EVICT ANY RESIDENTIAL TENANT, SAID TENANT MUST RECEIVE THE 90-DAY NOTICE REQUIRED IN THE FEDERAL STATUE "PROTECTING TENANTS AT FORECLSURE ACT OF 2009"

NOTE: IF THE UNITED STATES OF AMERICA IS SHOWN HEREIN AS A NECESSARY OR PERMISSIBLE PARTY, YOUR ATTENTION IS DIRECTED TO THE PROVISIONS IN SECTION 2410 OF THE UNITED STATES JUDICIAL CODE (28 U.S.C. SECTION 2410) REQUIRING THAT ANY ACTION TO FORECLOSE A MORTGAGE NAMING THE UNITED STATES AS A PARTY UNDER THIS SECTION "MUST SEEK A JUDICIAL SALE." IN THE EVENT SUCH A SALE IS NOT SOUGHT IN THE CONTEMPLATED PROCEEDING, SUCH PROCEEDING WILL NOT AFFECT THE RIGHTS OF THE UNITED STATES, AND THE UNITED STATES SHOULD NOT BE MADE A PARTY THERETO. IN ADDITION, WE NOTE THE CONSEQUENCES OF LIENS, IF ANY, IN FAVOR OF THE UNITED STATES WHICH APPEAR OF RECORD AFTER THE DATE OF THE COMMITMENT.

NOTE: IF IT IS KNOWN THAT ANY NECESSARY PARTY LISTED HEREIN IS DECEASED, THE MORTGAGEE SHOULD TAKE APPROPRIATE STEPS TO HAVE A PERSONAL REPRESENTATIVE APPOINTED EITHER UNDER THE PROBATE ACT OR UNDER SECTION 13-209 OF THE CODE OF CIVIL PRODEDURE. THE PERSONAL REPRESENTATIVE SHOULD BE MADE A PARTY TO THE FORECLOSURE PROCEEDING BY NAME. IN ADDITION, PERSONS WHO WOULD BE THE HEIRS OR LEGATEES OF A DECEASED MORTGAGOR SHOULD BE MADE PARTIES TO THE FORECLOSURE PROCEEDING BY NAME, IF KNOWN, OR OTHERWISE AS "UNKNOWN OWNERS".
NOTE: IF IT IS EITHER KNOWN OR CANNOT BE DETERMINED THAT ANY PERMISSIBLE PARTY LISTED HEREIN IS DECEASED, THEN THAT PERMISSIBLE PARTY SHOULD BE MADE A PARTY TO THE FORECLOSURE PROCEEDING BY NAME. IN ADDITION, PERSONS WHO WOULD BE THE HEIRS OR LEGATEES OF A DECEASED PERMISSIBLE PARTY SHOULD BE MADE PARTIES TO THE FORECLOSURE PROCEEDING BY NAME, IF KNOWN, OR OTHERWISE AS "UNKNOWN OWNERS."

NOTE: REGARDING ALL "UNKNOWN OWNERS," WE DIRECT YOUR ATTENTION TO SECTION 2-413 OF THE CODE OF CIVIL PROCEDURE.

NOTE: IN THE EVENT THAT THERE ARE ANY PERSONS WHO ARE NECESSARY OR PERMISSIBLE PARTIES TO THE CONTEMPLATED PROCEEDING, BUT THE NAMES OF SUCH PERSONS ARE UNKNOWN AND UNASCERTAINABLE, THEN, AND IN THAT EVENT ONLY, SUCH PERSONS SHOULD BE MADE PARTIES UNDER THE DESCRIPTION OF "UNKNOWN OWNERS," UNLESS THE CONTRARY IS HEREIN INDICATED.

NOTE: IF "UNKNOWN OWNERS" OR "UNKNOWN HEIRS OR LEGATEES" ARE TO BE MADE DEFENDANTS, ANY CONTEMPLATED PROCEEDING SHOULD BE FILED IN STATE COURT BEFORE THE COMPANY WILL INSURE THAT THEIR INTERESTS WILL BE AFFECTED. ADDITIONALLY, THE QUESTION OF THE COMPANY'S WILLINGNESS TO RELY ON THE DESIGNATION OF "UNKNOWN OWNERS" TO INSURE OVER THE INTEREST OF AN UNRECORDED MECHANICS LIEN CLAIMANT, IF ANY, SHOULD BE SUBMITTED TO AN UNDERWRITER.

NOTE: ATTENTION IS DIRECTED TO THE PROVISIONS OF SECTION 15-1502(C) OF THE ILLINOIS MORTGAGE FORCLOSURE LAW, PURSUANT TO WHICH THE RIGHTS OF NONRECORD CLAIMANTS MAY BE TERMINATED BY COMPLIANCE WITH THE AFFIDAVIT NOTICE PROVISIONS SET FORTH IN SAID SECTION. HOWEVER, UNLESS PERSONS WHOSE INTERESTS APPEAR OF RECORD OR WHOSE IDENTITIES ARE KNOWN OR SHOULD BE KNOWN TO THE PLAINTIFF ARE MADE PARTIES TO THE CONTEMPLATED PROCEEDING, THE COMPANY WILL NOT INSURE THAT ANY SUCH PROCEEDING WILL AFFECT THEIR INTERESTS.

NOTE: ATTENTION IS DIRECTED TO THE PROVISIONS OF THE SERVICE MEMBERS CIVIL RELIEF ACT 108 P.L.189, 117 STAT. 2835, EFFECTIVE DECEMBER 19, 2003, RELATING TO THE RIGHTS OF PERSON IN THE MILITARY SERVICE OF THE UNITED STATES.

(D) DEFECTS OR ADDITIONAL INFORMATION, IF ANY:

NONE

NOTE: THE CONTEMPLATED PROCEEDING MAY AFFECT THE RIGHTS OF ONLY THOSE PARTIES NAMED HEREIN IN PARAGRAPH "C" AS NECESSARY OR PERMISSIBLE PARTIES. THE POLICY, WHEN ISSUED, WILL BE SUBJECT TO THE RIGHTS OF ALL OTHER PARTIES AND INTERESTS SHOWN IN THIS COMMITMENT UNLESS SATISFACTORY DISPOSITION THEREOF IS OTHERWISE MADE. -

** END **

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 1401 008894404 D2

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

Effective Date: May 1, 2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:
Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;
Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and
Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:
To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;
To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or
To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/ Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information,under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "**Agreement**") is made and entered into as of the day and date written below and is by and between Owner of Record (collectively, "**Seller**"), and Tempo Development, Inc., an Illinois corporation or its Nominee ("**Purchaser**")

IN CONSIDERATION of the mutual promises, covenants and agreements hereinafter set forth and contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows.

1. **SALE OF PROPERTY**: Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's respective right, title and interest in that certain vacant land consisting of approximately 10.4 net acres located at the South East corner of 131st Street and Parker in Lemont, Cook County, Illinois and legally described on exhibit A attached hereto, (the "Property").

2. **PURCHASE PRICE**: The purchase price for the Property shall be ~~Eight Hundred Seventy Three Thousand Six Hundred and No/100 Dollars~~ ($1,050,000.00) (the "Purchase Price"). The Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at closing by wire transfer of immediately available federal funds or by certified funds.

3. **EARNEST MONEY**: Purchaser shall deposit the amount of $25,000.00 as Earnest Money within 3 business days following the date the last party hereto executes this Agreement. The Earnest Money shall be held in escrow by Seller's attorney, for the benefit of Purchaser and Seller and be applied to the Purchase Price at Closing.

4. **CLOSING DATE**. Closing shall occur 30 days after the conditions of closing as described in Section 9 herein shall have been fully satisfied or waived in writing by Purchaser.

5. **POSSESSION/SIGNAGE**: Possession shall be granted to Purchaser at the time of closing unless otherwise agreed in writing by the parties. Purchaser shall be permitted to place signage on the Property after the Effective Date informing the public as to the Purchaser's intended usage of the Property.

6. **THE DEED**: Seller shall convey or cause to be conveyed to Purchaser or Purchaser's nominee by a recordable general Warranty Deed with release of homestead rights, good title to the premises subject only to the following exceptions, if any: (a) General real estate taxes not due and payable at time of closing; (b) Special assessments confirmed after this Contract date; (c); (d) Easements for public utilities, (e) Public roads and highways and easements pertaining thereto.

7. **SURVEY**: Within 20 days after the Effective Date, Seller shall, at Seller's expense, deliver to Purchaser an ALTA survey of the property dated not more than 1 year prior to

AB

the Effective Date certified by a licensed surveyor ~~in favor of Purchaser~~, having all corners staked and showing any improvements, and all easements and building lines existing as of the date of this Agreement.

8. **SELLER'S REPRESENTATION:** Seller represents and warrants to Purchaser that the following are true and correct as of the Effective Date, and will be true and correct as of the Closing Date.

A. Seller now has and as of the Closing Date will have and will convey to Purchaser good and marketable title to the Property, free and clear of any and all liens, leases, easements, encumbrances, covenants and restrictions of any kind and nature, except the Permitted Exceptions.

B. Seller has no knowledge or reason to know of any pending, contemplated or threatened (i) condemnation or similar proceeding, (ii) special tax or assessment affecting the Property, or any part thereof, (iii) widening, change of grade or limitation on the use of any streets abutting the Property, or (iv) change in the tax assessment of the Property.

C. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed and delivered by Seller pursuant hereto, and all required actions and approvals of any person, entity or governmental agency required therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach or constitute a default or permit acceleration of maturity under any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

D. There are no persons in possession of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof other than as have been disclosed by Seller and all such possessory rights shall be terminated by Seller on or prior to closing.

E. No assessments for public improvements or otherwise have been made against the Property which remain unpaid; and none have been proposed.

F. No commitments or agreements have been or will be made to any governmental agency, utility company, school board, church or other religious body, or any home owners or home owner's association, or to any other organization, group or individual relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contributions or dedications of money or land or to pay for, construct, install or maintain any improvements of public or private nature on or off the Property.

G. Seller has not received notice of, and, to the best of Seller's knowledge, there are no violations of any laws, statutes, ordinances, orders, regulations or requirements of any governmental agency affecting the Property or any part thereof.

H. To the best of Seller's knowledge, the Property is not within an area determined by the Department of Housing and Urban Development or the United States Department of Agriculture to be flood prone or within a flood plain.

I. From the date hereof through the closing date, Seller will neither execute any new lease or contract nor renew or modify any existing contract without Purchaser's prior written consent, except Seller may enter into contracts which will be canceled prior to the closing date.

J. There is no known existing or proposed moratorium on construction or restriction upon water storage, sewage treatment facility or water and sewer transmission lines which would affect the development of the Property.

K. Seller will refrain from committing any waste or nuisance upon the Property, and will not create any violation of law, ordinance, regulation or restriction affecting the Property or its use. No soil shall be removed from or debris deposited on the Property.

L. Purchaser will verify any recapture agreements with Village of Lemont or any other governmental agency.

M. There are no hazardous wastes, toxic substances or related materials ("Hazardous Materials") located above, in, under or around the Property. For the purposes of this representation and warranty, Hazardous Materials shall include but shall not be limited to any substance, material or waste which is or becomes regulated by any local governmental authority, the State of Illinois or the United States of America. The term "Hazardous Materials" also includes without limitation any material or substance which is listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) as amended from time to time.

N. All representations and warranties of Seller set forth in this and any other sections of this Agreement are true and correct, shall survive Closing and shall not merge into any deed of conveyance.

O. Seller hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys fees and any litigation expenses) which Purchaser may suffer, sustain or incur as a result of any misrepresentation or breach of warranty or agreement by Seller under or in respect of this Agreement or any document or instrument executed or to be executed by or on behalf of Seller pursuant to this Agreement or in furtherance of the transaction contemplated hereby. In the event such misrepresentation or breach of warranty is discovered prior to closing, Purchaser shall have

the right to terminate the Agreement, receive the return of the Earnest Money, without waiver or release, of any remedy Purchaser may have. Seller's obligation hereunder shall survive Closing and shall not merge into any deed of conveyance.

9. **CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE**:

A. The obligation of Purchaser to close the transaction contemplated hereby is, unless waived in writing by Purchaser, subject to Purchaser's review and approval of the physical condition of the Property, and Purchaser's review and approval of the following within ~~180~~ [redacted] days days (the "Due Diligence Period") from the Effective Date: AB 90

i. Seller shall, within 10 days of the date of this Agreement, deliver to Purchaser any and all reports, studies, plats, titles, engineering plans, surveys, approvals, zoning regulations, recapture agreements, and other title documents or studies, including environmental reports that pertain to the Property and are in the possession of Seller.

ii. Purchaser may conduct, at its own expense, any soil or site inspections, and engineering tests, including without limitation, soil boring tests, and the like, and receive satisfactory results of the same. Purchaser and its agents, employees or consultants shall have access to the Property and every part thereof for the purpose of conducting such tests and inspections. In the event the results of the tests are not satisfactory to Purchaser in its sole discretion, Purchaser can elect to rescind this Agreement. Provided, however, Purchaser shall restore any damage in the event this Agreement is terminated through no fault of Seller.

iii Purchaser shall satisfy itself that sanitary sewer, storm sewer, telephone and water, gas and electric utilities are available at or on the Property in volume and amount satisfactory to Purchaser.

iv. Purchaser shall have obtained all annexation, zoning, planning, and plat approval, building and other permits and licenses necessary for the Purchaser's intended use of the Property and in form and substance satisfactory to Purchaser issued by such governmental authorities having jurisdiction over the Property (the "Governmental Approvals"). Seller agrees to cooperate with Purchaser to obtain the Governmental Approvals.

v Purchaser shall have the right to cause an independent environmental consultant chosen by Purchaser at its sole discretion, to inspect, audit and test the Property for the existence of any and all environmental conditions and any and all violations of environmental laws ("Environmental Assessment") and to deliver a report describing the findings and conclusions of the Environmental Assessment. The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of the Purchaser, and the Environmental Assessment may be commenced on the execution hereof. The cost and expense of the Environmental Assessment shall be borne by Purchaser. If the Environmental Assessment reveals, or if at any time prior to closing Purchaser otherwise becomes aware of, the existence of any environmental condition or violation of an environmental law which Purchaser is unwilling

to accept, Purchaser shall have the right and option to terminate this Agreement and to declare it null and void.

vi. Purchaser in Purchaser's sole discretion, shall be satisfied that all curb cuts and street opening permits or licenses required for vehicular access to and from any part of the Property to any adjoining public street have been approved.

vii. Purchaser shall have obtained financing necessary for the purchase and construction of Purchaser's intended use under terms and conditions satisfactory to Purchaser, within 90 Days of The Date of Acceptance of This Agreement.

B. In the event all of the conditions are not satisfied as specified above or not waived in writing by Purchaser, or in the event Purchaser is not satisfied in Purchaser's sole and absolute discretion with any analysis, study, report, plat or investigation, then Purchaser may terminate this Agreement by sending written notice to Seller on or before the expiration of the Due Diligence Period in which event the Agreement shall terminate and be deemed null and void, without liability of either party to the other; and Purchaser shall receive the return of the Earnest Money, with all accrued interest thereon. Notwithstanding the foregoing, Purchaser shall have a right upon written notice to Seller and the deposit of an additional $5,000.00 as non-refundable Earnest Money to a 30-day extension (the "First Extension Fee"). Purchaser shall have a right to a second 30 day extension upon written notice to Seller and the deposit of an additional, non-refundable Earnest Money $5,000.00 (the "Second Extension Fee") In the event Purchaser terminates the contract during the second extension, Purchaser shall receive the return of the Earnest Money with any accrued interest and Seller shall retain the First Extension Fee and the Second Extension Fee. In the event the transaction closes, then Purchaser shall receive a credit at closing for all Earnest Money and the First Extension Fee and the Second Extension Fee, if applicable.

10. **COMMISSION** No commission

11. **TITLE**

A Within ten (10) days after the date Effective Date, Seller shall furnish or cause to be furnished to Purchaser, at Purchaser's expense, a commitment issued by Fidelity National Title Company an Owner's Title Insurance Policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over General Schedule B Exceptions in the amount of the purchase price, covering the date hereof, subject only to: (i) those exceptions to title set forth on Exhibit "A" attached hereto and incorporated herein (the "Permitted Exceptions"); (ii) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing, in which case an amount sufficient to secure the release of such title exceptions shall be deducted

from the proceeds of sale due Seller at closing; and (iii) acts done or suffered by, or judgments against Purchaser, or those claiming by, through or under Purchasers.

B. If the title commitment discloses unpermitted exceptions, Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the closing date shall be delayed, if necessary, during said 30-day period to allow seller time to have said exceptions waived. If Seller fails to have unpermitted exceptions waived or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, Purchaser may terminate the Contract between the parties, or may elect, upon notice to Seller within ten (10) days after the expiration of the 30-day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Contract between the parties shall become null and void, without further action of the parties, and all monies paid by Purchaser hereunder shall be refunded.

12. **AFFIDAVIT OF TITLE**. Seller shall furnish to Purchaser at closing an Affidavit of Title, covering the date of closing, subject only to those permitted special exceptions set forth in Section 11, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in Paragraph 11.

13. **PRORATIONS & EXPENSES**: General and special real estate and other ad valorem taxes and assessments affecting the Property shall be prorated as of the closing date on the basis of 105% of the most recent ascertainable amounts of or other reliable information in respect to each such item, and the net credit to Purchaser or Seller shall be paid in cash on the Closing Date. All such taxes prorations shall be final as of the closing date The parties shall each be solely responsible for the fees and disbursements of their respective counsel and other professional advisers.

14. **ESCROW CLOSING**: At the election of Seller or Purchaser, upon notice to the other party not less than five (5) days prior to the closing date, the sale shall be closed through an Escrow with a title company licensed to do business in the State of Illinois, in accordance with the general provisions of a deed and money escrow agreement consistent with the terms of this Agreement. Upon creation of such an Escrow, anything in this Contract between the parties to the contrary notwithstanding, payment of the Purchase Price and delivery of the Deed shall be made through the Escrow. The cost of the Escrow shall be divided equally between Seller and Purchaser, except that Purchaser shall pay the money lender's escrow charges.

15 **PERFORMANCE**: Time is of the essence of this Contract

16. **DEFAULT**.

A. In the event Purchaser should fail to perform its obligations under the Contract, then Seller shall have the right to cancel the Contract by giving notice to Purchaser and the Title Insurer and to receive the forthwith delivery of the Earnest Money, and all accrued interest

thereon, as liquidated damages, and the Contract shall be deemed to be terminated as of the date of such notice. This shall be Seller's sole and exclusive remedy under this Agreement, it being understood that Seller's actual damages in the event of such default are difficult to ascertain and that the Earnest Money is the parties' best current estimate of such damages

B. In the event the sale of the Property fails to close as a result of a default by Seller Purchaser's remedy shall be to either: (a) enforce the terms hereof by action for specific performance with a reduction against the Purchase Price equal to the costs and fees incurred by Purchaser in obtaining such judicial relief; or (b) terminate this Agreement and receive a return of the Earnest Money, and all accrued interest thereon, the First Extension Fee and the Second Extension Fee. Purchaser may also seek an action against Seller for all costs, fees and expenses incurred by Purchaser.

17 **SURVIVAL AND BENEFIT**. All representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, survive the closing, shall not merge into any deed of conveyance, and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Seller may not assign all or any part of its interest under this Agreement without the express written consent of Purchaser, which consent shall not be unreasonably withheld.

18. **NOTICES**: All notices required to be given under this Contract shall be construed to mean notice in writing signed by or on behalf of the party giving same, and served upon the other party or their attorney personally or deposited properly addressed to such party at the address herein set forth in the U S mail, postage paid, certified or registered mail, return receipt requested.

19. **TRANSFER TAX STAMPS**: Seller shall pay for the State of Illinois and County Real Estate Transfer Tax stamps. Any applicable City or Village transfer tax shall be paid by the party designated in the Ordinance of the Municipality imposing the tax, except if no party is so designated, then the City or Village transfer tax shall be paid by Purchaser

20. **MERGER OF AGREEMENTS**: This Agreement contains the entire agreement between the parties hereto. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

21. **SURVIVAL AND BENEFIT**. All representations, warranties, agreements and obligations of the parties shall, notwithstanding any investigation made by any party hereto, survive the closing, shall not merge into any deed of conveyance, and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Seller may not assign all or any part of its interest under this Agreement without the express written consent of Purchaser, which consent shall not be unreasonably withheld.

22. **ASSIGNMENT**. It is understood and agreed that Purchaser has the right to assign its rights under this Agreement to any other person, party or entity and that the assignee shall be in

and stand in the same place and stead as Purchaser with all of the Purchaser's rights and privileges herein.

23. **PREVAILING PARTY**: Should either party employ an attorney to enforce any of the provisions hereof, (whether before or after closing, and including any claims or actions involving amounts held in escrow), the non-prevailing party in any final judgment agrees to pay the other party's reasonable expenses, including reasonable attorneys' fees and expenses in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of this Section shall survive closing and/or any termination of this Agreement.

24. **COUNTERPARTS**: This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

25. **HEADINGS**: The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the days and dates written below.

DATE OF ACCEPTANCE (the "Effective Date"):

7/22/15

SELLER:

PARADISE PARK ASSISTED LIVING - LEMONT, LLC
By: JFB Enterprises, Inc., its Managing Member

By: _____
James F. Boris, its President

Address:
16 Lilac Avenue
Fox Lake, IL 60020

PURCHASER:

Tempo Development, Inc.

By: _____

Its: _____ 7/23/15

PROJECT SUMMARY

FOX MEADOWS

Southeast corner of 131st Street & Parker Road – Lemont, Illinois
PIN: 22-35-300-002-0000

The property located at the southeast corner of 131st and Parker Road totals 11.99 acres and is being proposed as a 30 lot single family residential subdivision. A breakdown of the parcel is as follows:

GROSS AREA:	11.99	Ac.
131st St. & Parker Road R.O.W. Dedication:	1.60	Ac.
NET AREA:	10.39	Ac.
30 Single Family Residential Lots:	6.66	Ac.
Detention & Greenspace:	1.72	Ac.
Internal Road R.O.W. Dedication:	2.01	Ac.
DENSITY (dwelling units / gross area)	2.50	
Maximum Lot Coverage	65.0%	
Impervious Lot Coverage Area (Max.)	4.33	Ac.
Impervious Roadway Coverage Area (+/-)	0.80	Ac.

The site plan for the subdivision was submitted to the Lemont Technical Review Committee and the revised site plan that is submitted herein has addressed those comments as follows:

Zoning: The developer / applicant is aware of the annexation agreement for the property that requires a payment contribution per the recapture agreement toward the installation of a traffic signal at the 131st Street and Parker Road intersection.

Engineering: The north entrance is now proposed as a right-in / right-out section. The proposed right of way width is shown as 60 feet which deviates from the standard Village width of 66 feet. The developer / applicant would like to ask for a variance from this typical section.

Planning: A PUD is being requested by the developer / applicant since deviations from the Village's minimum lot sizes and minimum lot setbacks is being proposed. According to the Village Ordinance a

PUD triggers a requirement to provide open space within the development which will be accounted for around the detention area.

The site plan was analyzed in order to fit the wider lots around the perimeter and the smaller lots in the interior but because of the corner sideyard setbacks it did not yield the same amount of lots as the current site layout.

A tree survey is now included as part of this submittal packet.

Lemont Park District: Sidewalks will be provided within the subdivision and crossings will be provided across Parker Road in order to provide access to the planned park site within the Kettering subdivision.

Lemont High School District: Most of the single family homes that will be built within the subject subdivision will typically contain three bedrooms with some as many as four.

Photometric Plan: The developer will submit a photometric plan prior to the final PUD Agreement that will meet the Village of Lemont's Unified Development Ordinance (UDO).

Building Elevation: The developer has committed to a brick knee wall on all four sides of the proposed homes that will be constructed within this subdivision.

1531413020

Doc#: 1531413020 Fee: $104.0
RHSP Fee:$9.00 RPRF Fee: $1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 11/10/2015 09:55 AM Pg: 1 of 34

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE BIRCH PATH SUBDIVISION

This Declaration of Covenants and Restrictions for the Birch Path Subdivision is made by Lemont 19, LLC an Illinois limited liability company (the "Declarant").

RECITALS:

Declarant holds title to the Development Area, which is legally described in Exhibit A hereto. The Development Area shall be the subject of a development called "Birch Path" (the "Development"). The Development shall include single family residential homes, green space, walkways, driveways and other amenities.

The Declarant shall subject the Development Areas to the provisions of this Declaration. The Development Area may also be referred to as the "Premises." From time to time the Declarant may subject additional parcels of real estate to the provisions of this Declaration as Added Premises, as more fully described in Article Eight. Nothing in this Declaration shall be construed to require the Declarant to subject additional parcels of real estate to the provisions of this Declaration.

Certain portions of the Premises are designated as "Community Area." The Association shall maintain the Community Area. Each Owner of a Lot shall be assessed to pay his share of the cost of the maintenance and/or improvement of the Community Areas.

Each Owner shall be responsible for maintenance, repair and replacement of his Home and Home Exterior. The Association shall have the right to enforce the Owner's obligation to maintain his Home and Home Exterior in good repair.

In order to provide for the orderly and proper administration, maintenance, and improvement of the Community Area and for the architectural control of the Homes and Home Exteriors, the Developer shall incorporate the Association under the Illinois General Not-For-Profit Corporation Act. The Association shall have the responsibility for administering, maintaining and improving the Community Area and for enforcing the provisions of this Declaration, including architectural controls and use restrictions, and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. The maintenance of the Community Area by the Association and the improvement, maintenance, use and occupancy of

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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 Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas or parks located on the Community Area to the County, the Village or any municipality or other governmental authority which has jurisdiction over the Community Area; provided, that no dedication shall become effective unless and until accepted by the entity to which the proposed dedication is made.

Each person, by acceptance of a deed, mortgage, trust 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 Association and duly recorded. However, nothing contained in this Declaration shall be construed or deemed to constitute a grant of any easement or right of way to the public of access onto or across any portion of the Premises.

2.10. Association's Access: Agents of the Association and members of the Board and the Design Review Committee shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder, inspecting any construction thereon or enforcing the Association's rights and powers hereunder.

ARTICLE THREE
COVENANTS AND RESTRICTIONS AS TO USE AND MAINTENANCE OF THE COMMUNITY AREA AND LOTS

3.01. In General: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02. Ownership: Upon the recording hereof, the Community Area shall be conveyed to the Association by the Developer free and clear of any mortgage or trust deed.

3.03. Maintenance, Repair and Replacement of the Community Area: Maintenance, repairs and replacements of the Community Area shall be furnished exclusively by the Association, and shall include, without limitation, the following:

(a) The maintenance repair and replacement of all improvements and fixtures, if any, which are part of the Community Area or which are owned by the Association; and

(b) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area so that at all times the

landscaping on the Community Area shall be of good quality and consistent with surrounding developments and consistent with the landscape plan for the Birch Path Planned Unit Development as approved by the Village of Lemont on May 11, 2015.

(c) To maintain, repair and replace any entry identification signage, security fencing, if any, and security gates, if any.

The cost of the maintenance, repairs and replacement of the Community Area shall be Community Expenses. In the event that any of the improvements to the Community Area are damaged and such damage is covered by insurance carried by the Association under Section 4.01(a), then unless a resolution to the contrary is adopted by the affirmative vote of at least 75% of the Voting Members, the damaged improvements shall be repaired, replaced or reconstructed and the insurance proceeds shall be used first to pay the cost thereof, and any excess shall be used to pay the Community Expenses.

3.04. Damage by Resident: If, due to the act or omission of a Resident of a Lot, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Community Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner or Contractor hired by a lot owner on behalf of an owner of the Lot, 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 Association.

3.05. Alterations, Additions or Improvements to the Community Area: No alterations, additions or improvements shall be made to the Community Area without the affirmative vote of at least 75% of the Voting Members.

3.06. Maintenance, Repair And Replacement of Homes And Home Exteriors:

A. Except as otherwise specifically provided in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of his Home and Home Exterior, and shall at all times keep his Home and Home Exterior in good condition and repair and free of debris. With respect to a Lot on which construction of a Home has not yet commenced, the Owner shall at all times maintain the Home Exterior in a neat and clean condition and shall periodically cause weeds on the Home Exterior to be cut. The maintenance responsibilities hereunder shall be subject to reasonable rules and regulations adopted from time to time by the Board.

B. If in the sole judgment of the Board (i) an Owner has failed to maintain the Owner's Home and/or Home Exterior, in good condition and repair or the appearance of portions of the Owner's Lot is not of the character and quality of that of other Homes and Home Exteriors in the Development, or in compliance with rules and regulations adopted by the Board from time to time or (ii) the Owner has failed to keep the Home Exterior free of debris, then without limiting any rights or remedies available to the Board hereunder or at law, the Board shall have

the right to enter upon the Home Exterior and perform any maintenance or repair work which it deems necessary or appropriate and the cost thereof shall be a charge hereunder and shall be payable by the Owner of the Lot to the Association upon demand. In the event that the Owner fails to make prompt payment of the charge upon demand, the charge shall be a continuing lien upon the Owner's Lot until such time as payment is made in full.

3.07. Intentionally Omitted.

3.08. No Dedication to Public Use: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, easement, or right of way to the public, express or implied, of any part of the Premises, or for any public use or purpose whatsoever.

3.09. Use Restrictions:

A. Industry/Signs: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area or any Lot, except as permitted under rules and regulations adopted by the Board or as permitted under Article Nine.

B. Unsightly Uses: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Premises. The Premises 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 deposited in such areas and such receptacles as shall be designated herein, as more fully described in Section 13.03(b).

C. Residential Use Only: Each Home shall be used only as a residence; provided that no Owner shall be precluded, with respect to his Home, 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.

3.10. Parking/Garages: No vehicle of any kind shall be repaired or restored upon any Lot, or within any portion of the Community Area, except (i) repairs performed within enclosed garages or (ii) emergency repairs only to the extent necessary to enable movement of the vehicle to a proper repair facility. Parking of vehicles on the Premises shall be subject to rules and regulations adopted by the Board, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for fines for a violation of the rules and regulations. Without limiting the foregoing, unless expressly permitted by the Board, no boats, trucks, recreational vehicles, trailers or other vehicles shall be parked or stored on any portion of the Premises (other than in a garage which is part of a Home) for more than 24 hours at a time.

3.11. Obstructions: Except as permitted under Section 9.03 there shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board.

3.12. **Pets**: No animal of any kind shall be raised, bred or kept in the Community Area. The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in Homes or Home Exteriors, which may include prohibiting certain species of pets from being kept on or in the Homes or Home Exteriors and (b) use of the Community Area by pets, including, without limitation, rules and regulations which set aside certain portions of the Community Area as a "dog run" or which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Lot containing such pet and the decision of the Board shall be final.

3.13. Intentionally Omitted.

3.14. **Feeding of Wildlife on Community Area**: No feeding of wildlife of any kind including, without limitation, ducks, geese, swans, birds, deer or elk, shall be permitted on any portion of the Community Area.

3.15. **Proscribed Activities**: No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

3.16. **Water Wells And Septic Tanks**: No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained by any lot or home owner on any portion of the Premises.

3.17 **Sheds Prohibited:** All storage sheds and detached storage shall be no larger than 6 feet x 6 feet and shall be made of wood or metal.

3.18. **Lease of Home**: Any Owner shall have the right to lease all (and not less than all) of his Home. No Home shall be leased for a term of less than six (6) months. 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 default under the lease. The provisions shall bind a lessee hereof regardless of whether the lease specifically refers to this Declaration.

3.19. Intentionally Omitted.

3.20. **Storm Drainage Facilities:** Certain storm drainage facilities shall be located in the side and/or back yards of each Lot. No storm drainage facilities located on a Lot shall be altered in any way and the grade of the land in such areas shall not be altered without the prior written approval of the Village and the Design Review Committee.

3.21 Replacement of Dead or Diseased Landscaping: All trees and landscaping on lots shall be promptly replaced when diseased or dead, to the extent that the installation or maintenance thereof is the responsibility of the lot owner.

3.22. Rules And Regulations: The use and enjoyment of the Lots, Homes and the Community Area shall at all times be subject to reasonable rules and regulations duly adopted by the Board. Without limiting the foregoing, the Board may promulgate from time to time rules and regulations that shall govern activities which may; be, in the judgment of the Board, environmentally hazardous to any areas, including, without limitation, the application of fertilizers, pesticides and other chemicals. The Association to all Owners prior to the effective date of such rules and regulations and amendments thereto shall furnish copies of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners and Residents, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation is canceled or modified by the Board.

ARTICLE FOUR
INSURANCE/CONDEMNATION

4.01. Association Insurance:

A. The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements to the Community Area (based on current replacement cost for the full insurable replacement value) of such improvements.

B. The Association shall have the authority to and shall obtain 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 workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the Developer, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with the Community Area and, to the extent available, insurance covering the directors, officers and members of the Design Review Committee from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity; set forth in Section 5.06. The Board may, in its discretion, obtain any other insurance, which it deems advisable.

C. Fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association shall be obtained by the Association in such amounts as the Board shall deem desirable or as shall be required under applicable regulations of the Federal National Mortgage Association or any successor thereto.

D. The premiums for any insurance obtained under this Section shall be Community Expenses.

under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

ARTICLE FIVE
THE ASSOCIATION

5.01. **In General**: The Association has been or will be incorporated as a not-for-profit corporation under Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area.

5.02. **Membership**: Each Owner shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within 10 days after such change.

5.03. **Voting Members**: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. 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 Lot 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 Lot 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 Lot as the Voting Member for such Lot.

5.04. **Board**: Subject to the rights retained by the Developer under Section 9.05, the Board shall consist of that number of members determined under the by-laws, each of whom shall be an Owner or Voting Member.

5.05. **Voting Rights:** All of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Lot which the Voting Member represents; provided, that, prior to the Turnover Date all voting rights in the Association shall be vested in the Developer and the Voting Members 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, Officer And Design Review Committee Liability: None of the directors or officers of the Association or any members of the Design Review Committee 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, officers or members of the Design Review Committee except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant, Developer and each or the directors, officers, members of the Design Review Committee and 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, officers or any members of the Design Review Committee on behalf of the Owners or the Association or arising out of their status as directors, officers or any members of the Design Review Committee 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, attorneys' 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, officer or member of the Design Review Committee may be involved by virtue of such person being or having been such director, officer or member of the Design Review Committee may be involved by virtue of such person being or having been such director, officer or member of the Design Review Committee; 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 such director, officer or member of the Design Review Committee, 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 such director or officer.

5.07. Managing Agent: The Association may employ a managing agent to assist the Board in administering the affairs of the Association. Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable without cause or payment of a termination fee by either party on 90 days written notice. Prior to the Turnover Date, the Association may enter into a management agreement with the Developer or an affiliate of Developer.

5.08. Dissolution: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners, as tenants-in-common.

5.09. Litigation: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least 2/3rds of the Lots to the commencement and prosecution of the proposed action. This Section shall not apply to: (i)

actions brought by the Association to enforce the regulations adopted by the Board (including, without limitation, an action to recover charges or assessments

or to foreclose a lien for unpaid charges or assessments); or (ii) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE SIX
ASSESSMENTS

6.01. Purpose of Assessments: The assessments levied by the Association shall be exclusively for the purposes of promoting the health, safety, and welfare of members of the Associate, to administer the affairs of the Association, to pay the Community Expenses, and to accumulate reserves for any such expenses.

6.02. Community Assessment: Each year on or before December 1, the Board shall adopt 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 Community Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Capital Reserve;

(c) The estimated net available cash receipts from the operation and use of the Community Area, plus estimated excess funds, if any, from the current year's assessments;

(d) The amount of the "Community 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;

(e) That portion of the Community Assessment which shall be payable each quarter by the Owner of each Lot which is subject to assessment hereunder, which shall be equal to one-fourth of the Community Assessment divided by the number of Lots, so that each Owner shall pay equal Community Assessments for each Lot. It is expected that initially the Community Assessment will be approximately $25.00 per quarter per Lot.

Anything in this Section to the contrary notwithstanding, during the Initial Development period the assessment procedure set forth in Section 6.08 shall apply and the budget provided for in the 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 Community Assessment which shall be added to the Capital Reserve.

6.03. Payment of Community Assessment: On or before the 1st day of January of the ensuing calendar year, and on or before the 1st day of each and every quarter thereafter until the

effective date of the next annual or revised Community Assessment, each Owner of a Lot which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of a Lot under Section 6.02 (e).

6.04. Revised Assessment: If after the Initial Development Period the Community 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 assessment 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. Special Assessment: The Board may levy a special assessment as provided in this Section: (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget for periods after the initial Development period. Any special assessment shall be levied against all of the Owners in equal shares for each Lot. 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 prior year's budget) shall be segregated in a special and used only for the specific purpose set forth in the notice of assessment.

6.06. Capital Reserve/Detention Maintenance Reserve: The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area (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 Community Area, and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Community Area, and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Community Assessment, which shall be added to the Capital Reserve and each Owner, shall be deemed to make a capital contribution to the Association equal to said percentage of the Community Assessment paid by such Owner.

6.07. Initial Capital Contribution: Upon the closing of the first sale of a Lot by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to $50.00 for its working needs.

payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

ARTICLE NINE
DEVELOPER'S RESERVED RIGHTS AND SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD

9.01. In General: In addition to any rights or powers reserved to the Declarant or granted to the Developer under the provisions of this Declaration or the By-Laws, the Declarant and/or 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 Declarant or Developer is no longer vested with or controls title to any part of the Development Area.

9.02. Promotion of Project: In connection with the promotion, sale or rental of any improvements upon the Development Area: (i) the Declarant and/or Developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements and permit model homes and open houses for the builders chosen by the Developer to build residences in the subdivision, or to do such acts or other things in, on, or to the Premises as the Declarant and/or Developer may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain model home sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant and/or Developer may deem advisable; and (ii) Declarant and/or Developer and their respective 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 Community Area, at any and all reasonable times without fee or charge. The Declarant and/or Developer shall have the right and power to sell or lease any Lot owned by the Declarant and/or Developer to any person or entity which it deems appropriate in its sole discretion and it need not comply with the provisions of Article Three.

9.03. Construction on Premises: The Declarant and/or Developer is hereby granted the right and power to make such improvements to the Premises and improvements thereto (including landscaping) as the Declarant deems to be necessary or appropriate, provided, that, Declarant and/or Developer shall obtain such permits as may be required by the Village. In connection with the rights provided in this Section, the Declarant and/or Developer and their respective agents and contractors, shall have the right or ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04. Grant of Easements and Dedications: Declarant and/or Developer shall have the right to dedicate portions of the Community Area to the County, the Village or any municipality or other governmental authority, which has jurisdiction over such portions. Declarant and/or

Developer shall also have the right to reserve or grant easements over the Community Area 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 Lot.

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 Declarant or Developer is no longer vested with or controls title to any part of the Development Area.

9.05. Developer Control of Association: The first and all subsequent Boards shall consist of that number of persons from time to time designated by the Developer, which persons may, but need not, be members under Section 5.02. The first and all subsequent Design Review Committees shall consist of that number of persons from time to time designated by the Developer, the majority of which shall be members of the Board. Developer's rights under this Section to designate the members of the Board and the Design Review Committee shall terminate on the first to occur of (i) such time as Declarant and/or Developer no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant'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 counselors to the Board or the Design Review Committee as the Developer may, in its sole discretion, permit. From and after the Turnover Date, the Board and the Design Review Committee 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 Owners shall have no voting rights.

9.06. Other Rights: The Declarant and/or Developer shall have the right and power to execute all documents and do all other acts and things affecting the Premises which Declarant and/or Developer determines are necessary or desirable in connection with the rights of Declarant and/or Developer and under this Declaration.

ARTICLE TEN
REMEDIES FOR BREACH OR VIOLATION

10.01. Self-help by Board: Subject to the provisions of Section 10.03, in the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Declaration, the By-Laws, the rules or regulations of the Board, or the standards published by the Design Review Committee, where such violation or beach may be cured or abated by affirmative action, then 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 Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that if the violation or breach exists within a Lot,

judicial proceedings must be instituted before any items of construction can be altered or demolished.

10.02. Other Remedies of The Board: In addition to or in conjunction with the remedies set forth above or elsewhere in this Declaration, in the event of a violation by an Owner of this Declaration, the By-Laws, the rules and regulations of the Board, or the Standards published by the Design Review Committee, the Board may levy reasonable fines or the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Lot, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, and (v) for any other relief which the Board may deem necessary or appropriate. The Board in its discretion may exercise any and all rights and remedies provided for in this Article at any time and from time to time cumulatively or otherwise. The failure of the Board to enforce any provisions of this Declaration, the By-Laws, rules and regulations of the Board or the Standards published by the Design Review Committee shall in no event be deemed a waiver of the right to do so thereafter.

10.03. Enforcement by The Board: Prior to the imposition of any fine and concurrently with the sending of the initial notices described in Section 10.01, the Board shall notify the Owner or Resident, as the case may be, in writing of the violation of the rule or regulation and the Board's proposed remedy. Any Owner or Resident who receives such notice may, within three (3) days after receipt of such notice, demand a hearing before the Board or its authorized committee. At such hearing a member of the Board shall present to the Owner or Resident the grounds for the notice and the Owner or Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Owner or Resident demands a hearing as herein provided, such hearing shall be held within four (4) days after the Board receives the demand and no action shall be taken by the Board until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has been delivered to the Owner or Resident. The decision of the Board or its authorized committee shall be rendered within (3) days after the hearing and such decision shall be final and binding on the parties.

10.04. Costs And Expenses: All costs and expenses incurred by the Board in connection with the enforcement of the provisions of this Declaration or any action, proceedings or self-help in connection with the 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 18% per annum until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.0 1.

10.05. Enforcement by Owners: 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 Lot to enforce any lien created hereunder.

ARTICLE ELEVEN
AMENDMENT

11.01. Special Amendments: Anything herein to the contrary notwithstanding, Declarant 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 Authority, 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, guarantee or otherwise deal with First Mortgages covering Lots; (iii) to correct errors in the Declaration or any Exhibit; (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations; or (v) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which the Declarant believes, in its reasonable judgment, have not been adequately covered herein and would not have a material and adverse effect on the marketability of Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant 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 Lot 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 Declarant to make, execute and record Special Amendments. The right and power to make special Amendments hereunder shall terminate at such time as Declarant no longer holds or controls title to any portion of the Development Area.

11.02. Amendment: Subject to Section 11.0 1 and Section 12.02, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least 75% of the total votes or by an instrument executed by Owners of at least 75% of the Lots; 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 First Mortgagees; (ii) Article Eight, Article Nine or any other provisions relating to the rights of Declarant and/or Developer may be amended only with the written consent of the Declarant and/or Developer; and (iii) a provision which grants easements or rights to the Village may only be amended with the written consent of the Village. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly recorded.

(k) Copies of any written notice received by the Association of the lapse, cancellation or material change of any insurance policy or fidelity bond carried by the Association.

The request of a First Mortgagee 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 Association. Failure of the Association to provide any of the foregoing to a party 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. Insurance Proceeds/Condemnation Awards: 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 Community Area, 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 part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided that nothing in this Section shall be construed to deny to the Association the right (a) to apply insurance proceeds to repair or replace damaged improvements as provided in Article Three; or (b) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Section 4.06.

12.03. Subordination of Assessments: The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot for the purpose of purchasing same. Such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the first mortgage or first trust deed. The sale or transfer of any Lot pursuant to a decree of foreclosure under such first mortgage or first trust deed, or any proceeding or conveyance in lieu thereof, shall not extinguish the lien of such assessments which have become due and payable prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

ARTICLE THIRTEEN
ARCHITECTURAL CONTROL

13.01. Purpose: In order to preserve the natural setting and beauty of the Premises, to establish and preserve a harmonious and aesthetically pleasing design for the Premises, and to protect and promote the value of the Lots, the Homes and the Community Area, any and all improvements located or proposed to be located therein or thereon shall be subject to the provisions of this Article.

13.02. Design Review Committee: Subject to the rights retained by the Developer under Section 9.05, the Board shall establish the Design Review Committee, which shall consist of three (3) members. Two (2) members of the Design Review Committee shall be members of the Board. The remaining three (3) members need not be members of the Board and need not be

Owners or Voting Members; however, the Board shall, to the extent possible, fill these three positions with individuals who have special skills which will assist the Design Review Committee in effectively carrying out its functions hereunder, such as an architect, a landscape architect and/or a civil engineer. The term of office for each member shall be as set forth in the By-Laws or as established by resolutions of the Board. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Design Review Committee shall have the right and power to and, to the extent possible, shall retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the Design Review Committee in performing its functions and to supplement the expertise, if any, represented by the professionals which may serve on the Design Review Committee. Any such fees shall be Community Expenses hereunder, but to the extent possible, shall be paid out of review fees collected under Section 13.07 hereof. The Board shall be authorized to pay any members of the Design Review Committee who are not Owners or Voting Members and/or any consulting professionals hired by the Design Review Committee fees in such amounts as the Board deems appropriate from time to time. The Design Review Committee shall be a committee of the Board with powers of the Board provided for in this Declaration, the By-Laws or as granted in resolutions of the Board.

13.03. Design Standards: The Design Review Committee shall have the right and power to promulgate and amend from time to time written architectural standards, policies, procedures and guidelines (the "Standards") governing the construction, location, landscaping, and design of improvements, and the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to this Article.

The Standards published by the Design Review Committee shall be binding and enforceable on all Owners. Without limiting the foregoing, the Standards may impose restrictions on the portion of a Lot which may be cleared or graded, or covered by a Home including, without limitation, the ratio of area to be covered by grass lawns versus the area to be left in a natural state, the height of the home, the square footage of the home, the types of construction materials which may or may not be used, and the square footage and type of material used to construct driveways, sidewalks and other impervious surfaces. The following basic standards shall apply to all Lots:

(a) Antennas: No television antenna, radio receiver or transmitter or other similar device shall be attached to or installed on any portion of any Home, Home Exterior, or the Community Area. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises, Satellite disks of eighteen inches (18") or less with rules and regulations as the location thereof as proscribed by the Design Review Committee.

(b) Structural Impairment: Nothing shall be done in, on or to any part of the Premises, which would impair the structural integrity of any building, located thereon.

(c) Exterior Appearance: No chain link fences shall be permitted within the Premises, except those fences erected by Declarant or Developer. Further, foil or other reflective materials shall not be used on any windows for sun screens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. No projections of any type shall be placed or permitted to remain above the roof of any home except approved chimneys or vent stacks. Prior to the Turnover Date any fence must be approved by the Declarant or the Developer.

13.04. Construction of Improvements:

A. No improvements of any nature whatsoever shall be commenced, constructed, altered, added to or maintained upon any part of the Premises in violation of the Standards (except for buildings, structures and other improvements which are constructed by Declarant or Developer and for improvements which pursuant to this Article do not require the consent of the Design Review Committee) unless and until approved in writing by the Design Review Committee, as provided in Section 13.05.

B. The construction, remodeling or reconstruction of all homes shall be completed within eighteen months (1½ years) of the commencement date of said construction. Upon completion of construction, an Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot, home and Community Area on which such construction has been completed.

C. The Owner, or his representative, may, upon good cause shown, petition the Association for an extension of the completion date for any residence. The determination of the Association, in its sole discretion, shall be final. The Association shall have all rights and powers granted the Association in this Declaration, including, but not limited to the power to fine an Owner for violation of the provisions of this Section 13.04.

D. In addition to any other requirements set forth herein or in the Standards, the Owner shall be responsible for installing the approved landscaping on the front yard of Owner's Lot no later than one year from the date the Lot is transferred to the Owner from the Declarant.

13.05. Design Approval:

A. To preserve the traditional architectural and aesthetic appearance of the Premises and the natural beauty of the land, no (i) construction of improvements, including without limitation, homes, driveways, walkways, decks, tennis courts, swimming pools, antennae, mail boxes, satellite dishes, outbuildings, fences or sheds, (ii) change in existing improvements,

including without limitation, a change in the color or appearance of the exterior surface of a home; (iii) cutting, removal or alteration of any trees, shrubs, bushes or other vegetation in violation of tree and vegetation preservation requirements established from time to time by the Design Review Committee, the Board or the Village, (iv) grading, excavation, filling or planting of any nature whatsoever shall be commenced or maintained by any Owner, other than Declarant or Developer, with respect to or affecting the exterior appearance of any Lot, Home or Community Area unless and until three (3) copies of the plans, specifications and related data containing such information in respect to the proposed improvements or landscaping as required by the Standards, shall have been submitted to and approved, in writing, by the Design Review Committee. One copy of the plans, specifications, and related data submitted by the Owner shall be retained in the records of the Design Review Committee, and the one other copy shall be returned to the Owner marked "approved," "approved as noted," or "disapproved." The Design Review Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. The Design Review Committee's approval of proposed plans may be conditioned upon such reasonable restrictions and conditions as the Design Review Committee deems appropriate in its discretion. Upon approval of plans and specifications, no further approval under this Article shall be required with respect thereto unless such construction (as evidenced by clearing, grading and/or pouring of footings) has not substantially commenced within six (6) months of the approval of such plans and specifications, or unless such plans and specifications are materially altered or changed. In the event a Design Review Committee has not been established then the provisions set forth in this section shall not apply.

Refusal of approval of plans and specifications may be based by the Design Review Committee upon any ground which is consistent with the objects and purposes of this Declaration, including but not limited to, purely aesthetic considerations or noncompliance with the Standards.

B. None of the Declarant, Developer, the Association, Board members, or members of the Design Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, or any defects in construction undertaken pursuant to such plans and specifications.

C. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his home that do not affect the exterior appearance, and the Association may make interior improvements or alterations within any building or structures which it owns or maintains that do not affect the exterior appearance, without the necessity of approval or review by the Design Review Committee.

13.06. <u>Governmental Restrictions</u>: All Lots, homes and other structures shall be developed and constructed in compliance with any and all applicable state, county and municipal

zoning and building restrictions, any applicable regulations and restrictions of applicable governmental agencies (including, without limitation, the requirements of the Annexation Agreement, and the Standards. Prior to any grading, clearing, or other construction activity, the Owner of any Lot shall receive the prior written approval of the Design Review Committee, as provided in Section 13.05, and the Village.

13.07. Review Fee: The Design Review Committee shall have the right and power to charge a fee sufficient to cover (or to assist in covering) the costs of reviewing proposed plans and monitoring construction, including, without limitation, the cost of hiring consultants, architects engineers and/or attorneys to assist the Design Review Committee in performing its functions hereunder.

If the Design Review Board determines that the services of a special consultant or consultants are required to assist in the analysis of plans submitted by an Owner, the Design Review Board may require the Owner to pay, in addition to the review fee provided for in the preceding sentence, the fees of any such consultant which are incurred in connection therewith.

13.08. Construction Performance Liability: The Owner of each Lot shall be responsible for the cost of (i) repairing any damage caused to any portion of the Premises as a result of construction activities by the Owner or the Owner's contractors, employees or agents, including, without limitation, any and all construction material and debris left remaining on the Premises upon completion of construction ("Construction Damage"); or (ii) the correction of or removal of any work done by or on behalf of the Owner which is not in compliance with plans approved by the Design Review Committee ("Corrective Work"). The Board may adopt rules and regulations requiring Owners to post a deposit with the Board in a reasonable amount as determined by the Board as security for payment for any Construction Damage or Corrective Work. The balance of the deposit, if any, will be returned to the Owner upon completion of construction at such time as the Board determines that no Construction Damage has been caused to the Premises and that all work has been done in compliance with the plans approved by the Design Review Committee. In the event the Board determines that Construction Damage has resulted or that Corrective Work is necessary due to the actions of the Owner or his contractors, employees or agents, the Board shall have the right to spend such amounts of the deposit as it deems necessary to repair the Construction Damage or to perform Corrective Work. The deposit shall not in any way be deemed to limit an Owner's liability hereunder for Construction Damages or Corrective Work.

13.09. Enforcement: Following approval of any plans and specifications by the Design Review Committee, representatives of the Design Review Committee shall have the right during reasonable hours to enter upon and inspect any Lot and Home, or other improvements which are being constructed to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the Design Review Committee shall determine that such plans and specifications have not been approved or are not being complied with or that construction has commenced without prior approval from the Design Review Committee, the Design Review Committee shall be entitled to recommend to the Board and the

Board may (with or without the recommendation of the Design Review Committee) take any of the following actions:

(a) Require the Owner to remove the construction, addition, alteration or improvement and restore the Lot, Home or Home Exterior to its condition prior to any such work, all at the Owner's expense and if the Owner fails or refuses to comply with any such requirement, the Association shall have the right and power to seek injunctive relief from a court of competent jurisdiction; or

(b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board and/or pay the cost out of the deposit required to be made under Section 13.08, which charge until paid shall be a continuing lien upon the Owner's Lot; or

(c) Permit the Design Review Committee to ratify the action taken by the Owner, and the Design Review Committee may (but shall not be required to) condition such ratification upon the same conditions which the Design Review Committee may impose upon the giving of its prior consent under this Section.

13.10. Indemnification: Each Owner by the acceptance of a deed to his Lot hereby agrees to defend, indemnify and hold the Declarant and the Developer and their respective agents and employees harmless from and against any claim or cause of action whatsoever relating to or arising out of any construction on the Owner's Lot including, without limitation, claims by the Village or any other Person or entity resulting from the failure of the Owner or the Owner's agents to comply fully with any and all applicable requirements of the Annexation Agreement, the provisions of this Declaration, the Standards, or any applicable governmental laws, ordinances or regulations.

ARTICLE FOURTEEN
VILLAGE REQUIREMENTS AND RIGHTS

14.01. Compliance with Village Requirements: In addition to compliance with the provisions of this Declaration, each Owner shall be bound by and must comply with the provisions of the Planned Unit Development Ordinance, Annexation Agreement and Village's Building Code. The Annexation Agreement and Planned Unit Development Ordinance contain specific provisions relating to the construction of a Home on a Lot and should be read carefully. Without limiting the foregoing, at the time an application is made for a building permit to construct a Home on a Lot, a specific development plan for the Lot must be submitted to the Village and must contain such information as may be required by the Village in order to maximize the preservation of trees on the Lot. The Village must approve the specific location of the Home and appurtenances on the Lot, including water and sewer service lines and driveways. The Village may establish written preservation guidelines for construction on Lots, including guidelines relating to specific construction methods and techniques, such as protective fencing,

the pruning of trees and other methods and techniques designed to minimize, to the extent possible, loss of trees.

The development plan for the Lot shall incorporate any such preservation guidelines and all construction activity on the Lot shall comply strictly with the approved development plan for the Lot.

14.03. Storm Drainage Facilities: The Premises have been designed in such a way so that storm drainage facilities are generally located along the side and back yards of each Lot. No owner shall (i) do or permit to be done anything which would modify the grade of the Lot or interfere with the flow of water in such a way as to adversely affect the operation of the storm drainage system on the Premises and (ii) each Owner shall furnish such maintenance, repairs or replacements as are necessary to maintain the integrity of the storm water drainage facilities located on the Owner's Lot, as more fully provided in the Annexation Agreement and Planned Unit Development Ordinance.

ARTICLE FIFTEEN
MISCELLANEOUS

15.01. Notices: 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 Association at the time of such mailing or (ii) when delivered personally to his Lot.

15.02. Captions: 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. Severability: 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. Perpetuities And Other Invalidity: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provisions shall continue only until 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.

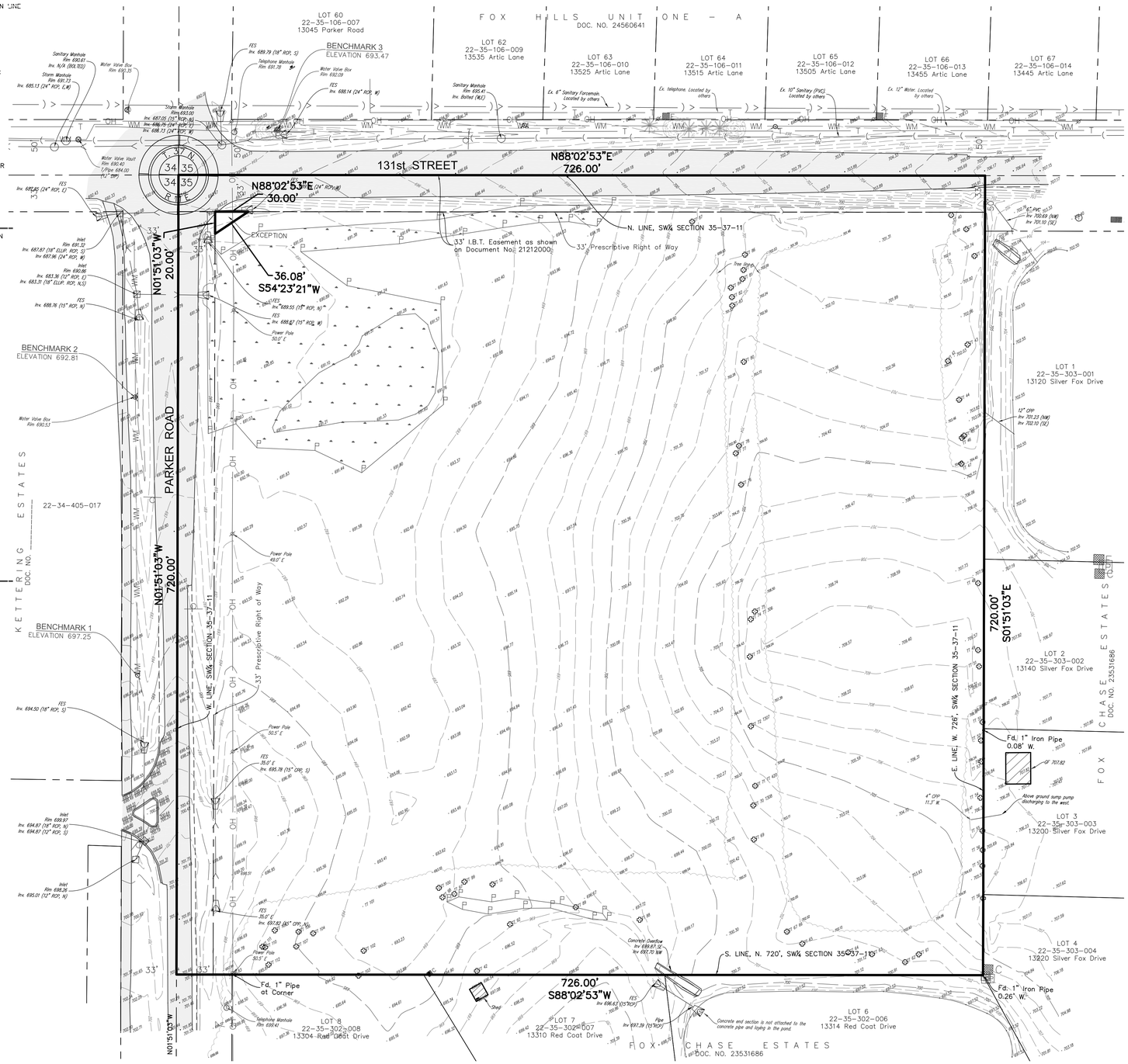
15.05. Assignment by Declarant or Developer: All rights, which are specified in this Declaration to be rights of the Declarant or Developer, are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant or Developer

BOUNDARY & TOPOGRAPHIC SURVEY

OF

13101 Parker Road

VILLAGE of LEMONT, ILLINOIS



GRAPHIC SCALE

50 0 25 50

(IN FEET)

1 inch =50 ft.

LEGEND

- ANCHOR
- B-BOX
- BASKETBALL HOOP
- BENCHMARK
- CLOSED LID MANHOLE
- FUEL TANK LID
- HYDRANT
- LIGHT STANDARD
- MAILBOX
- MONITORING WELL
- POST INDICATOR VALVE
- FLAGPOLE
- POWER POLE
- POST
- SCO SANITARY CLEANOUT
- SIGN
- SPRINKLER HEAD
- SPRINKLER CONTROL VALVE
- WATER VALVE
- WELL HEAD
- WETLAND MARKER
- HANDHOLD
- JB ELECTRICAL JUNCTION BOX
- E ELECTRIC MANHOLE
- EV ELECTRIC VAULT
- EO ELECTRIC SERVICE OUTLET BOX
- TB TRAFFIC CONTROL BOX
- T TRAFFIC CONTROL VAULT
- TP TRANSFORMER PAD
- CATCH BASIN
- FLARED END SECTION
- HEADWALL
- OPEN LID MANHOLE
- STORM INLET
- GAS VALVE
- C CABLE TV PEDESTAL
- E ELECTRIC PEDESTAL
- T TELEPHONE PEDESTAL
- TEL., ELEC., CABLE PEDESTALS
- E ELECTRIC METER
- G GAS METER
- G GAS VALVE VAULT
- TELEPHONE MANHOLE
- PAINTED ELECTRIC LINE
- PAINTED GAS LINE
- PAINTED TELEPHONE LINE
- PAINTED WATER LINE
- PIPELINE MARKER
- FIBER OPTIC MARKER
- TP SURVEY TRAVERSE POINT
- FOUND DISK IN CONCRETE
- FOUND ROW MARKER
- FRS FOUND RAILROAD SPIKE
- FIR FOUND IRON ROD
- FPK FOUND PK NAIL
- FIP FOUND IRON PIPE
- FIB FOUND IRON BAR
- FBM FOUND BRASS MONUMENT
- SMN SET MAG NAIL
- SIP SET IRON PIPE
- DECIDUOUS TREE W/ TRUNK SIZE
- CONIFEROUS TREE W/ TRUNK SIZE
- CONIFEROUS TREE
- TREE TAG W/##
- TRAFFIC LIGHT POLE
- TRAFFIC SIGNAL MAST ARM
- SECTION CORNER

LINE TYPES

- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- ADJACENT LOT LINE
- CENTERLINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- SECTION LINE
- QUARTER SECTION LINE
- QUARTER-QUARTER SECTION LINE
- WIRE FENCE
- CHAINLINK FENCE
- WOOD FENCE
- GUARDRAIL
- OHW OVERHEAD WIRES
- CATV UNDERGROUND CABLE TV
- E UNDERGROUND ELECTRIC
- FO UNDERGROUND FIBER OPTIC
- T UNDERGROUND TELEPHONE
- G GAS MAIN
- W WATER MAIN
- SANITARY SEWER
- STORM SEWER
- EDGE OF WATER
- BARRIER CURB
- DEPRESSED CURB
- CURB & GUTTER
- DEPRESSED CURB & GUTTER
- ### CONTOUR LINE
- RAILROAD TRACKS

ABBREVIATIONS

####.##	EXISTING TOP OF CURB ELEVATION
####.##	EXISTING EDGE OF ASPHALT
o ####.##	EXIST. SPOT ELEVATION
B/W	BOTTOM OF WALL
B.L.	BRICK LEDGE
C	CONCRETE
CMP	CORRUGATED METAL PIPE
DEP	DEPRESSED CURB
DS	DOWNSPOUT
D.E.	DRAINAGE EASEMENT
DIP	DUCTILE IRON PIPE
E/P	EDGE OF PAVEMENT
EXIST.	EXISTING
F.F.	FINISHED FLOOR
FES	FLARED END SECTION
FL	FLOW LINE
H.C.	HANDICAP PARKING
INV	INVERT
MH	MANHOLE
PC	POINT OF TANGENCY
PT	POINT OF TANGENCY
P.U.E.	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
SAN	SANITARY SEWER
STD	STORM DRAIN
SD	SUMP DISCHARGE
TC	TOP OF CURB
T/F	TOP OF FOUNDATION
T/P	TOP OF PIPE
T/W	TOP OF WALL
U.E.	UTILITY EASEMENT
VCP	VITRIFIED CLAY PIPE
N	NORTH
S	SOUTH
E	EAST
W	WEST
FBM	FOUND BRASS MONUMENT
FIP	FOUND IRON PIPE
FPK	FOUND PK NAIL
FRS	FOUND RR SPIKE
SIP	SET IRON PIPE
SPK	SET PK NAIL
(###.##)	RECORD/DEED
###.##	MEASURED

HATCHING

- ASPHALT SURFACE
- BRICK SURFACE
- BUILDING LIMITS
- CONCRETE SURFACE
- UNPAVED SURFACE
- WATER
- WETLANDS/MARSH AREA
- WOOD DECK
- ADA ACCESSIBLE RAMP

GENERAL NOTES

COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.

DO NOT SCALE DIMENSIONS FROM THIS PLAT.

THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT. THE PARCEL WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY ORDER NUMBER 1401 008894404 D2, WITH AN EFFECTIVE DATE OF SEPTEMBER 7, 2012. NO RECORDED DOCUMENTS IN SAID TITLE COMMITMENT WERE FURNISHED TO SURVEYOR. EASEMENTS SHOWN HEREON PER SAID TITLE COMMITMENT.

MANHOLES, INLETS AND OTHER UTILITY RIMS OR GRATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH, AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY, THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE. THE LABELING OF THESE MANHOLES (SANITARY, WATER, ETC.) IS BASED SOLELY ON THE "STAMPED" MARKINGS OF THE RIM. NO UNDERGROUND OBSERVATIONS HAVE BEEN MADE TO VERIFY THE ACTUAL USE OR EXISTENCE OF UNDERGROUND UTILITIES.

NO UNDERGROUND UTILITIES, OR DRAIN TILES, IF ANY EXIST, SHOWN HEREON.

THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW. AT THE TIME OF THIS SURVEY, SNOW DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.

OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE.

CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.

PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION. OVERHEAD WIRES AND POLES (IF ANY EXIST) ARE SHOWN HEREON, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.

BASIS OF BEARING

THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE SYSTEM - EAST ZONE

SITE DATA

AREA: 522,421 SQUARE FEET OR 11.993 ACRES

PARCEL IDENTIFICATION NUMBER

22-35-300-002

BENCHMARKS

ORIGINAL BENCHMARK

DESIGNATION - DK 2002 PID DN4687: 27 FT (8.2 M) NORTH OF MCCARTHY ROAD, 54 FT (16.5 M) WEST OF THE CENTERLINE OF THE ENTRANCE TO HOLY FAMILY VILLA, 3.5 FT (1.1 M) SOUTH OF A CHAIN LINK FENCE, 1 FT (0.3 M) SOUTH OF AN ORANGE CARSONITE MARKER. DATUM POINT IS THROUGH A 6-INCH (15 CM) LOGO CAP AND THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK.
ELEVATION = 726.13 NAVD88

SITE BENCHMARK 1
NW BOLT OF A FIRE HYDRANT 35 FEET WEST OF THE CENTERLINE OF PARKER ROAD AND 450 FEET SOUTH OF THE CENTERLINE OF 131st STREET.
ELEVATION = 697.25

SITE BENCHMARK 2
NW BOLT OF A FIRE HYDRANT 35 FEET WEST OF THE CENTERLINE OF PARKER ROAD AND 200 FEET SOUTH OF THE CENTERLINE OF 131st STREET.
ELEVATION = 692.81

SITE BENCHMARK 3
NW BOLT OF A FIRE HYDRANT AT THE NORTHEAST CORNER OF PARKER ROAD AND 131st STREET.
ELEVATION = 693.47

LEGAL DESCRIPTION

THE NORTH 720 FEET OF THE WEST 726 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. EXCEPT THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 83 FOOT 131ST STREET WITH THE EASTERLY RIGHT OF WAY LINE OF 66 FOOT PARKER ROAD; THENCE EAST ALONG SAID SOUTHERLY LINE 30 FEET; THENCE SOUTHWESTERLY TO A POINT ON SAID EASTERLY LINE THAT IS 20 FEET SOUTH OF THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

THIS IS TO CERTIFY THAT I, STEVEN J. LAUB, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN, AND THE SAID PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF.

ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

FOR REVIEW ONLY DATE : 2015

STEVEN J. LAUB
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 35-3160
MY CURRENT LICENSE RENEWS NOV. 30, 2016

PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS 035-003160 STEVEN J LAUB MOKENA, IL

DESIGNTEK SURVEYING, LLC
PROFESSIONAL LAND SURVEYORS & CONSULTANTS
IL Prof. Lic. No.: 184 - 004929
License renews: April 30, 2017

9930 W. 190th Street, Suite L
Mokena, Illinois 60448
708-326-4961 voice
708-326-4962 fax

PREPARED FOR:
TEMPO DEVELOPMENT, LLC
11921 S. Hobart Street
Palos Park, IL 60464
708-751-2070

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

BOUNDARY & TOPOGRAPHIC SURVEY
13101 Parker Road Lemont, IL 60439

DRAFTING COMPLETED:	12/15/2015	DRAWN BY: LWD	PROJECT MANAGER: SJL
FIELD WORK COMPLETED:	11/02/2015	CHECKED BY:	SCALE: 1" = 50'

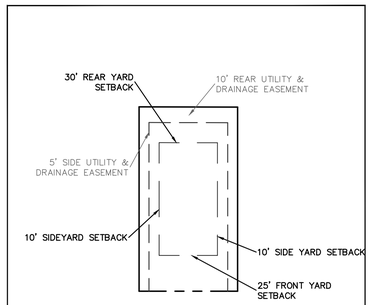
SHEET NO. 1 of 1

Project No: 15-10002

SITE PLAN
FOR
FOX MEADOWS

LEMONT, ILLINOIS

LOCATION MAP
NOT TO SCALE

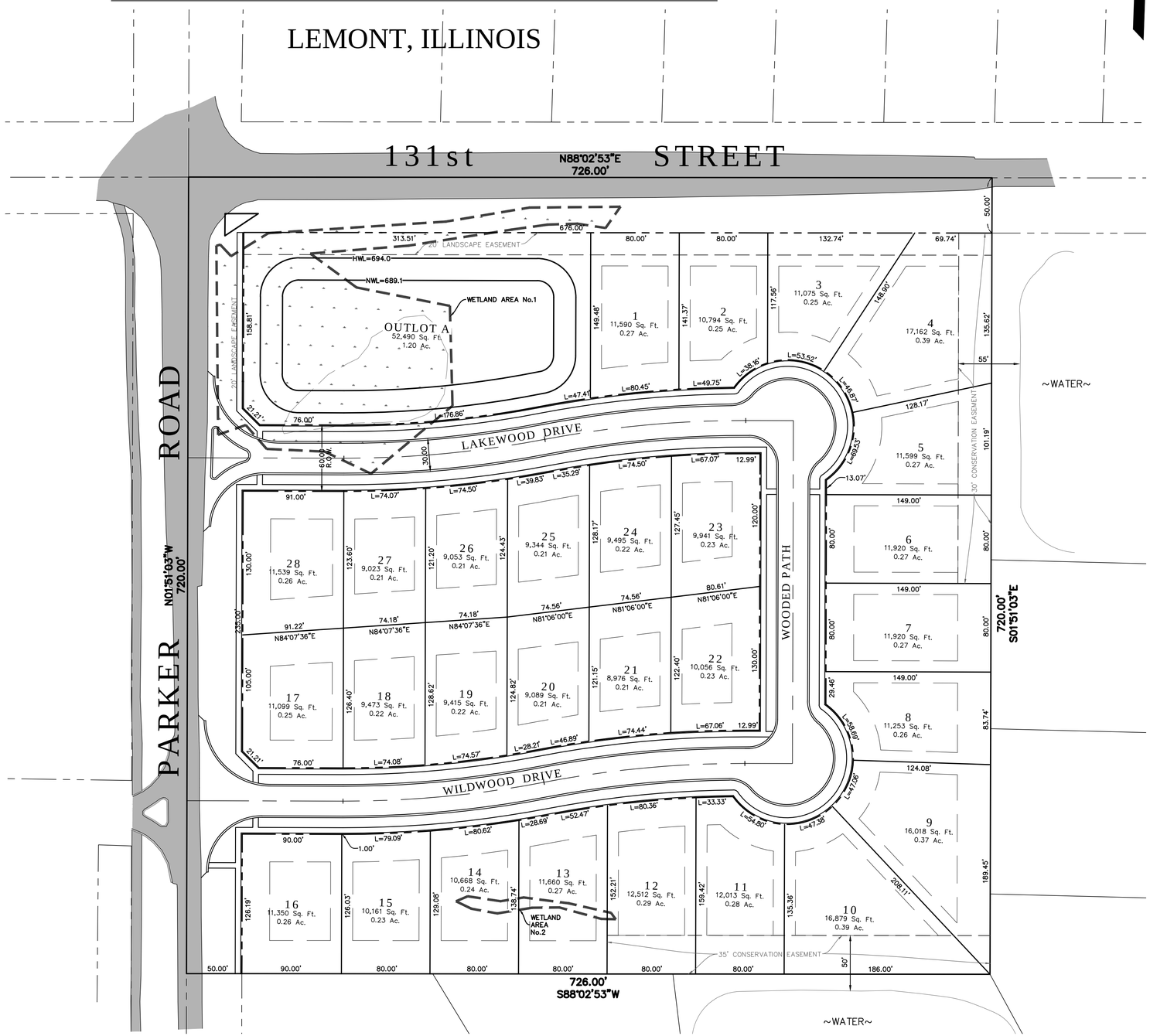


NOTE:

1. SIDEYARD SETBACK FOR CORNER LOTS IS 25' FROM PROPERTY LINE.
2. MAXIMUM LOT COVERAGE IS 55%.

TYPICAL LOT EASEMENT PLAN

SITE DATA		
GROSS SITE AREA:	11.99	Ac.
131st & PARKER ROAD DEDICATION:	1.60	Ac.
DETENTION:	1.20	Ac.
28 SINGLE FAMILY LOTS:	7.23	Ac.
INTERNAL ROAD ROW:	1.96	Ac.
DENSITY (DWELLING UNITS/GROSS AREA)	2.34	



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1.	1/19/2016	LOT REDESIGN	L.W.D.
2.	1/26/2016	PER VILLAGE REVIEW	L.W.D.
3.	2/29/2016	PER VILLAGE REVIEW	L.W.D.

TEMPO DEVELOPMENT, INC.
11921 S. HOBART STREET
PALOS PARK, ILLINOIS 60464
708-751-2070

SITE PLAN
FOR
FOX MEADOWS
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.
CONSULTING AND SITE DESIGN ENGINEERS
9930 190TH STREET, SUITE L
MOKENA, ILLINOIS 60448
(708) 326-4961
IL PROF. LIC. NO.: 184-003740

DEI

PROJECT INFORMATION
Project No.: 15-0031
Scale: 1" = 50'
Date: 12/28/15
Design By: MJF
Drafted By: LWD
Checked By: MJF

1 OF 1

SITE PLAN

PRELIMINARY ENGINEERING PLAN FOR

FOX MEADOWS

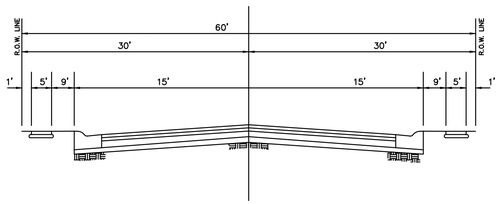
LEMONT, ILLINOIS

LOCATION MAP
NOT TO SCALE

LEGEND

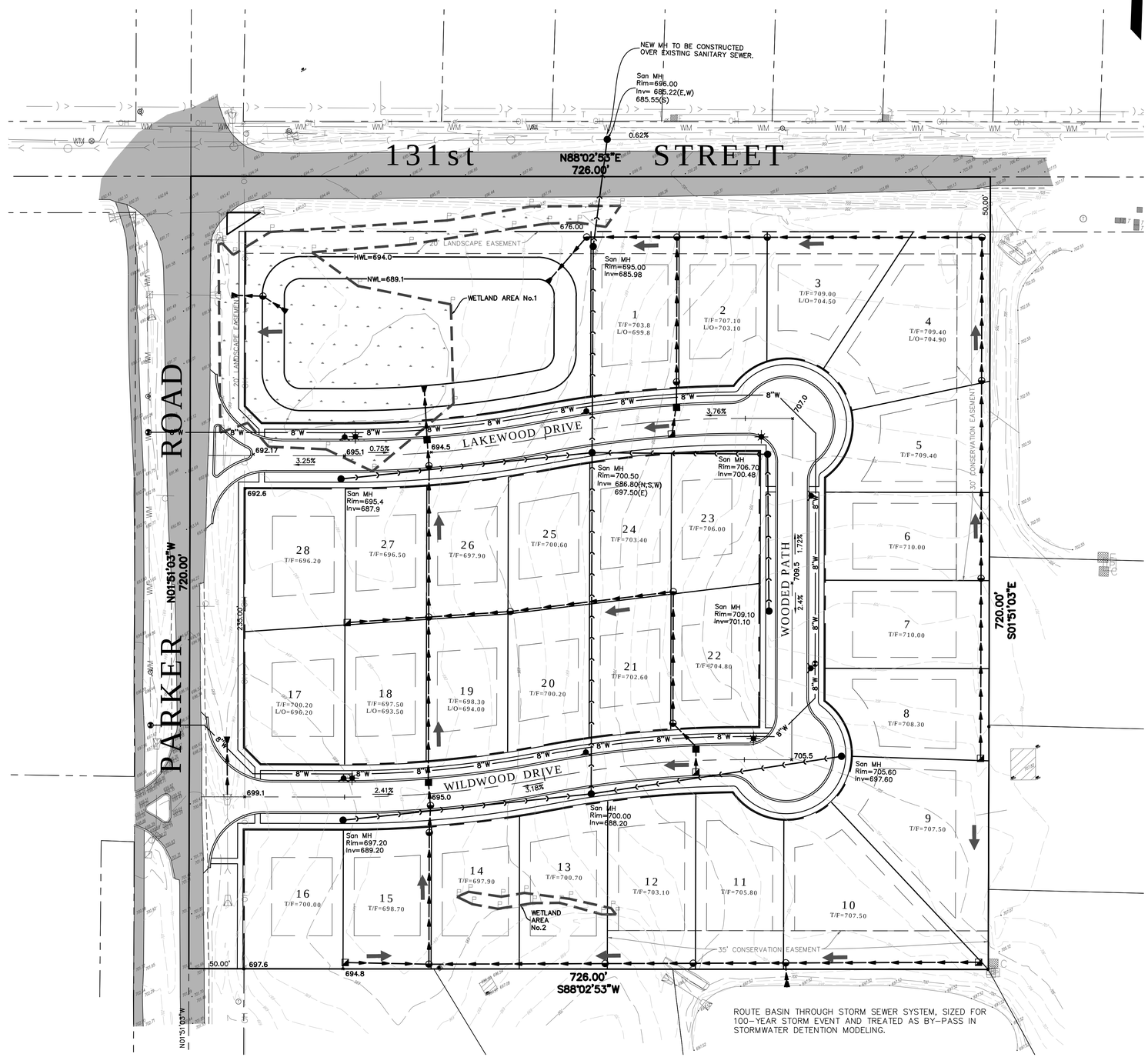
EXISTING		PROPOSED
	SANITARY SEWER	
	STORM SEWER	
	CATCH BASIN	
	OPEN LID MANHOLE	
	CLOSED LID MANHOLE	
	INLET	
W	WATER MAIN	W
	VALVE	
	HYDRANT	
	FLARED END	
	STREET LIGHT	
	UTILITY POLE	
	B-BOX	
	RETAINING WALL	
	SILT FENCE	
700	CONTOUR	700
FM	FORCEMAIN	FM
	FLOODPLAIN	
	FLOODWAY	
	OVERLAND FLOW ROUTE	
	WETLANDS	
	WETLAND BUFFER	
	DEPRESSED WALK	

TYPICAL R.O.W. SECTION



PRELIMINARY ENGINEERING NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AND STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS AND THE VILLAGE OF LEMONT SUBDIVISION CODE.
2. SEE PRELIMINARY SITE PLAN FOR SETBACKS AND EASEMENT WIDTHS. APPROPRIATE EASEMENTS FOR ALL UTILITIES OUTSIDE OF THE DEDICATED RIGHT-OF-WAY AND FOR STORMWATER DETENTION FACILITIES WILL BE PROVIDED AT THE TIME OF FINAL ENGINEERING AND SHALL BE REFLECTED ON THE FINAL PLAT OF SUBDIVISION.
3. ALL MATERIALS UISED IN CONSTRUCTION SHALL CONFORM TO THE VILLAGE OF LEMONT APPROVED STANDARDS.
4. ALL MAINLINE SANITARY SEWER SHALL BE 8" (INCHES) UNLESS NOTED OTHERWISE ON THE PLAN. ALL MAINLINE SANITARY SEWERS SHALL BE PVC TYPICALLY ASTM D-3034, SDR 26. SANITARY SERVICES SHALL BE TYPICALLY PVC SDR 26 PER ASTM D-3034.
5. ALL MAINLINE WATERMAIN SHALL BE 8" (INCHES) UNLESS OTHERWISE NOTED ON THE PLAN. ALL WATERMAIN SHALL BE DUCTILE IRON, THICKNESS CL 52, CEMENT LINED. WATERMAIN SHALL HAVE A MINIMUM COVER OF 5.5' (FEET).
6. ALL MAINLINE STORM SEWERS SHALL BE REINFORCED CONCRETE PIPE. SIZE TO BE DETERMINED AT THE TIME OF FINAL ENGINEERING. (PVC STORM SEWER MAY BE USED IN REAR YARDS.)
7. PUBLIC STREET LIGHTS SHALL BE PROVIDED IN ACCORDANCE WITH THE VILLAGE OF LEMONT STANDARDS.
8. PROPOSED ELEVATIONS, GRADING, UTILITY SIZES AND LOCATIONS, AS WELL AS PROPOSED SECTIONS AND DETAILS SHOWN HEREIN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO REVISION AT THE TIME OF FINAL ENGINEERING.



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NO.	DATE	DESCRIPTION	BY
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2.	2/26/2016	PER VILLAGE REVIEW	L.W.D.
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DEI

PROJECT INFORMATION
Project No.: 15-0031
Scale: 1" = 50'
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Design By: MJF
Drafted By: LWD
Checked By: MJF

1 OF 1

PRELIMINARY ENGINEERING PLAN FOR FOX MEADOWS LEMONT, ILLINOIS

PRELIMINARY ENGINEERING PLAN

PLANT SCHEDULE

CANOPY TREES	BOTANICAL NAME / COMMON NAME	COND	SIZE	QTY
ACE AU3	ACER RUBRUM `AUTUMN BLAZE` / AUTUMN BLAZE RED MAPLE	B & B	3"CAL	13
CEL OCC	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	3"CAL	20
GIN PR2	GINKGO BILOBA `PRINCETON SENTRY` / PRINCETON SENTRY GINKGO	B & B	3"CAL	10
GLE INE	GLEDITSIA TRIACANTHOS INERMIS `SKYCOLE` TM / SKYLINE THORNLESS HONEY LOCUST	B & B	3"CAL	6
FRU CHA	FYRUS CALLERYANA `CHANTICLEER`	B & B	3"CAL	6
QUE BIC	QUERCUS BICOLOR / SWAMP WHITE OAK	B & B	3"CAL	11
QUE RUB	QUERCUS RUBRA / RED OAK	B & B	3"CAL	6
TIL RED	TILIA AMERICANA `REDMOND` / REDMOND AMERICAN LINDEN	B & B	3"CAL	13
TIL GRE	TILIA CORDATA `GREENSPIRE` / GREENSPIRE LITTLELEAF LINDEN	B & B	3"CAL	7

EVERGREEN TREES	BOTANICAL NAME / COMMON NAME	COND	SIZE	QTY
PIC COL	PICEA PUNGENS `COLORADO GREEN` / BLUE SPRUCE	B & B	6` - 8` HT.	13
PIN STR	PINUS STROBUS / WHITE PINE	B & B	6` - 8` HT.	17

UNDERSTORY TREES	BOTANICAL NAME / COMMON NAME	COND	SIZE	QTY
AME MUL	AMELANCHIER CANADENSIS / SHADBLOW SERVICEBERRY MULTITRUNK	B & B	6` - 8` HT.	20
CRA VAR	CRATAEGUS CRUS-GALLI INERMIS TM / THORNLESS COCKSPUR HAWTHORN	B & B	2"CAL	3
MAL PRA	MALUS X `PRAIRIFIRE` / PRAIRIFIRE CRAB APPLE	B & B	6` - 8` HT.	6
SYR IVO	SYRINGA RETICULATA `IVORY SILK` / IVORY SILK JAPANESE TREE LILAC	B & B	6` - 8` HT.	7

DECIDUOUS SHRUBS	BOTANICAL NAME / COMMON NAME	COND.	SIZE	QTY
COR ISA	CORNUS SERICEA `ISANTI` / ISANTI REDOSIER DOGWOOD	B & B	36" HT.	27
COT ACU	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	B & B	36" HT.	49
SYR VUL	SYRINGA VULGARIS / COMMON LILAC	B & B	36" HT.	45
VIB LUS	VIBURNUM DENTATUM `CHICAGO LUSTER` / CHICAGO LUSTER ARROWWOOD	B & B	36" HT.	28
VIB AM2	VIBURNUM TRILOBUM / AMERICAN CRANBERRYBUSH	B & B	36" HT.	27

GROUND COVERS	BOTANICAL NAME / COMMON NAME	COND	SIZE	QTY
TUR SEE	TURF SEED	SEED		347,774 SF
TUR SOD	TURF SOD / DROUGHT TOLERANT FESCUE BLEND	SOD		47,029 SF

LANDSCAPE NOTES:

1. PLANT QUALITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUALITIES.
2. ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. 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 OUT IN THE PLANT SCHEDULE AS MULTI-STEM.
3. ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
4. ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
5. ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
6. THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DISEASED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
7. ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8.5' FROM THE TRUNK.
8. ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC.. SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
9. ANY AREAS TO BE LOAMED AND SEEDED WHICH HAVE NOT BEEN DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 1"-2" OF LOAM OVER SCARIFIED EXISTING SOILS. CARE SHOULD BE GIVEN TO NOT PLACE GREATER THEN 1" SOIL OVER EXPOSED ROOTS OF EXISTING TREES IN SUCH AREAS.
10. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE ANY UTILITY, PAVING, CURBING, ETC.. WHICH IS DAMAGED DURING PLANTING OPERATIONS.
11. SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
12. REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
13. REFER TO ARCHITECTURAL PLANS FOR BUILDING SIZES AND FOOTPRINTS.
14. REFER TO ENGINEERING PLANS FOR DETENTION CALCULATIONS, UTILITY LOCATIONS, TOPOGRAPHIC INFORMATION AND THE LIKE.
15. ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE VILLAGE IN WRITING
16. ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED WITH A SHREDDED BARK MATERIAL TO A MINIMUM 3" DEPTH.
17. ALL BEDS SHALL BE EDGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
18. ALL PARKWAYS AND PARKING LOT ISLANDS SHALL HAVE SOD AS A GROUNDCOVER, UNLESS OTHERWISE NOTED.
19. ALL LAWN AREAS ON THIS PLAN SHALL BE GRADED SMOOTH AND TOPPED WITH AT LEAST 4" OF TOPSOIL. ALL LAWN AREAS TO BE ESTABLISHED USING SOD UNLESS OTHERWISE NOTED.
20. THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
21. CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
22. ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
23. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
24. ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
25. ALL BEDS TO BE BERMED 12" TO 24" ABOVE GRADE AND MEET DRAINAGE REQUIREMENTS.
26. LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.

EXISTING TREE INFORMATION

EXISTING TREE TO REMAIN	-	21
EXISTING TREE TO BE REMOVED	-	37

TREE PROTECTION NOTES:

1. ALL EXISTING TREES IN GOOD CONDITION WITHIN THE TREE PROTECTION AREA TO BE PROTECTED AND REMAIN ON SITE.
2. ALL EXISTING TREES ON SITE THAT AREA NOT IN THE TREE PROTECTION AREA SHALL BE REMOVED FROM SITE.
3. SEE TREE PROTECTION DETAIL ON LANDSCAPE DETAIL SHEET.

CALL JULIE TOLL FREE 1(800)892-0123 OPERATES 24 HOURS A DAY 360 DAYS A YEAR

WARNING — CALL BEFORE YOU DIG

CALL 1(800)892-0123 48 HOURS BEFORE YOU DIG

J. G. S. LANDSCAPE ARCHITECTS
7751 W. Mc Carthy Road
Palos Park, Illinois 60464
office: 708.361.5124

J.G.S.	01/30/16

Landscape Plan

Fox Meadows

Lemont, Illinois

PREPARED FOR:
Tempo Development

LOCATION:
Lemont, IL

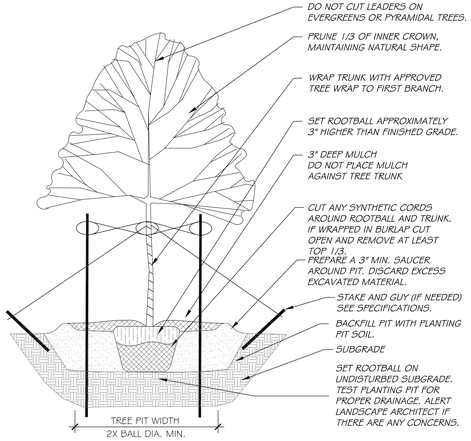
DATE:
12-31-2015

SCALE:
1" = 40'

COMPUTER NAME:

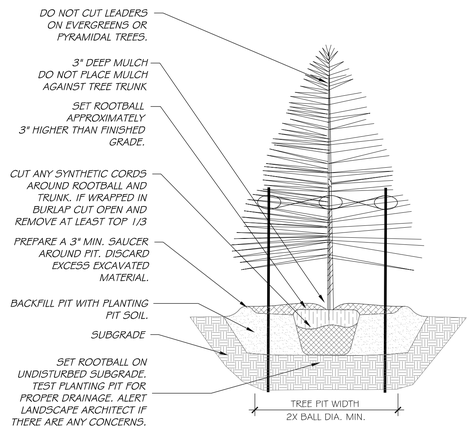
JOB NUMBER:
SSG_38_2015

SHEET
L-1



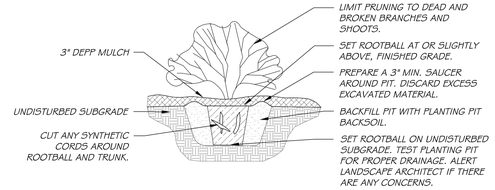
1 TREE PLANTING DETAIL

NOT TO SCALE 329343-Ø1



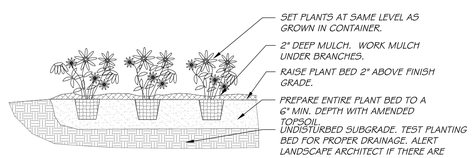
2 EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE 329343-Ø2



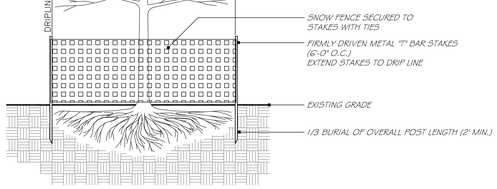
3 SHRUB PLANTING DETAIL

NOT TO SCALE 329333-Ø1



4 ANNUAL, PERENNIAL, & GROUNDCOVER DETAIL

NOT TO SCALE 329301-Ø3



SECTION VIEW

5 TREE PROTECTION DETAIL

Not To Scale 329383-Ø1

J. G. S.
LANDSCAPE ARCHITECTS
7751 W. Mc Carthy Road
Palos Park, Illinois 60464
office: 708.361.5124

J.G.S.	01/30/16

Landscape Details

Fox Meadows

Lemont, Illinois

PREPARED FOR:
Tempo Development

LOCATION:
Lemont, IL

DATE:
12-31-2015

SCALE:
1" = 40'

COMPUTER NAME:

JOB NUMBER:
SSG_38_2015

SHEET

L-2

Fox Meadows Existing tree survey
by Tempo Development
Southeast corner of 131st Street and Parker Road - Lemont, Illinois

TREE SURVEY

completed by JGS Landscape

Tree No.	Species	Size	Condition
39	elm	24	avg
40	ash	12,18	avg
41	ash	8	avg
42	osage orange	12	poor
43	cherry	12,8,12	avg
44	elm	36	poor
45	cherry	12	poor
46	cherry	24	poor
47	poplar	24	poor
48	cherry	24	poor
49	cherry	12	poor
50	cherry	12	poor
51	maple	24	good
52	maple	18	good
53	maple	12	good
54	maple	24	good
55	maple	12	good
56	maple	24	good
57	maple	12	good
58	maple	18	good
59	poplar	36	poor
60	maple	12	avg
61	poplar	28	avg
62	elm	12,12	poor
63	poplar	24	poor
64	maple	30	avg
65	ash	12	poor
66	elm	24	poor
67	boxelder	36	avg
68	boxelder	12	avg
69	elm	12,24	poor
70	elm	24,24	poor
71	elm	24	poor
72	elm	24	poor
73	elm	36	poor

74	elm	24	poor
75	poplar	24	poor
76	cherry	18	poor
77	elm	18	poor
78	elm	24	poor
79	elm	24	poor
80	elm	48	avg
81	elm	18	poor
82	elm	12	poor
83	elm	12	poor
84	elm	12	poor
85	elm	12	poor
86	elm	12	poor
87	elm	18	poor
88	poplar	36	avg
89	elm	18,18,18	poor
90	boxelder	12	poor
91	cherry	8	poor
92	poplar	18	poor
93	ash	12	poor
94	boxelder	18	poor
95	boxelder	24	poor
96	maple	12	avg
97	boxelder	8	poor
98	boxelder	24	poor
99	boxelder	24	poor
100	maple	24	avg
101	cherry	12	poor
102	boxelder	18	poor
103	boxelder	30	poor
104	poplar	24	poor
105	boxelder	12	poor
106	juniper	12	good
107	poplar	18	poor
108	boxelder	18	poor
109	poplar	42	good
110	boxelder	12	avg
111	boxelder	12	poor
112	boxelder	12	poor
113	cottonwood	9	poor
114	boxelder	12	poor

Note: Size is trunk diameter at 5 feet above grade

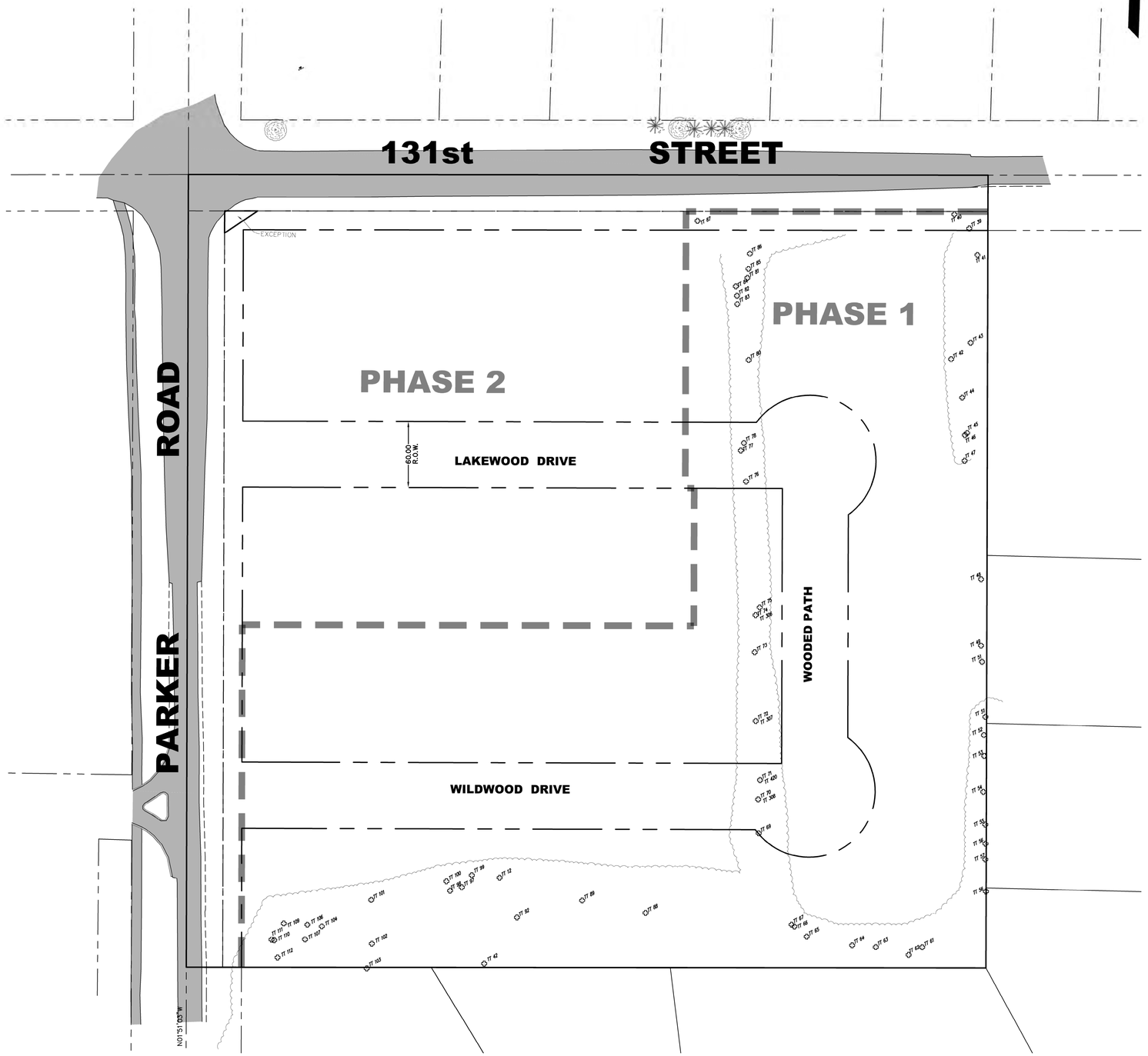
EXISTING TREE PLAN FOR

FOX MEADOWS

LEMONT, ILLINOIS

LOCATION MAP

NOT TO SCALE



REVISIONS		
NO.	DATE	DESCRIPTION

BY

TEMPO DEVELOPMENT, INC.
11921 S. HOBART STREET
PALOS PARK, ILLINOIS 60464
708-751-2070

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FOR
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LEMONT, ILLINOIS

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CONSULTING AND SITE DESIGN ENGINEERS
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PROJECT INFORMATION
Project No.: 15-0031
Scale: 1" = 50'
Date: 12/28/15
Design By: MJF
Drafted By: LWD
Checked By: MJF

1 OF 1

EXISTING TREE PLAN

WETLAND DELINEATION REPORT

LEMONT SITE

LEMONT TOWNSHIP, COOK COUNTY, ILLINOIS

Prepared for: Mr. Mike Ford
11921 S. Hobart Street
Palos Park, IL 60664

Date Prepared: December 4, 2015

Date Revised: January 28, 2016

ENCAP, Inc. Project #: 15-1106C

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WETLAND DELINEATION REPORT
Lemont Site / Mr. Mike Ford

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Attachments

WETLAND DELINEATION REPORT

Project Name and Client: Lemont Site / Mr. Mike Ford

Project Number: 15-1106C

Location: Illinois, Cook County, Lemont Township, Lemont, T37N R11E, Section 34
Latitude 41.6493772 Longitude -87.9496511

Date of Site Visit: November 30, 2015

Field Investigators: K. McMahon / P. Meuer

EXECUTIVE SUMMARY

The project area (approximately 12 acres in size) is located in Lemont, Cook County, Illinois (Exhibit A: Location Map). The project area, as presented in this report, represents the property limits investigated by ENCAP, Inc. for the presence of regulated surface water resources. These limits do not necessarily reflect the boundaries of any proposed development activities. The project area is generally bounded by 131st Street to the north, Parker Road to the west, and residential properties to the east and south. The project area is located within the Des Plaines River watershed.

The majority of the project area consists of agricultural fields that appear to have most recently been used for corn and soybean production. The south and east property boundaries feature non-native scrub/shrub vegetation, some established trees, and few instances of native vegetation. These boundaries also feature excavated drainage ditches that receive discharge from two separate detention ponds that provide hydrology to the site. A fencerow of non-native scrub/shrub vegetation that runs north and south and divides the project area. The topography includes gently sloped hills, drainage depressions, and wetland depressions.

Two non-farmed wetlands totaling approximately 0.92 acres were identified within the project area. Wetland boundaries were identified and staked using methods sanctioned by the United States Army Corps of Engineers. Wetland acreages provided in this report are estimations; a survey of the staked wetland boundaries must be performed in order to obtain exact size and location information. The majority of the site has recently been farmed, therefore, ENCAP, Inc. conducted a farmed wetland determination utilizing protocol established by the U.S. Department of Agriculture (USDA). No farmed wetlands were identified on-site. The locations of both wetlands are identified on the attached aerial photograph (Exhibit F).

Basic information regarding wetland regulations may be found in the Regulatory Statement portion of this report. Briefly, the U.S. Army Corps of Engineers (USACE) regulates all Waters of the United States that are currently or historically navigable and all wetlands that are connected to or associated with these waterways. In Cook County, isolated wetlands are regulated through implementation of the Metropolitan Water Reclamation District Cook County Watershed Management Ordinance. The U.S. Army Corps of Engineers took jurisdiction of Wetland 1 on January 21, 2015 due to its close proximity to Long Run Tributary B, a regulated waterway (LRC-2015-00034). It appears that Wetland 2 is isolated and therefore not regulated

by the USACE; however, a formal jurisdictional determination from the USACE for this wetland is still forthcoming.

Based on a December 1, 2015 review of the U.S. Fish and Wildlife Service (USFWS) technical assistance website, sensitive (federally threatened or endangered) plant or animal species habitat are not located on or adjacent to the project area and the proposed project will have "no effect" on those species (see attached USFWS Review Summary). Further consultation with this agency is not required for a Section 404 Permit from the USACE. According to the Illinois Department of Natural Resources (IDNR), sensitive (threatened or endangered) plant or animal species are not known to exist within the vicinity of the project area (see attached IDNR EcoCAT Results Report).

At the time of this wetland delineation report, current regulations state that this delineation is valid for 3 years from the date of site visit.

PROJECT PURPOSE

The purpose of the site visit was to identify regulated surface water resources on, or within 100 feet of the project area. A floodplain determination was not included as part of our investigation. On-site wetland areas encountered were delineated using standard methods sanctioned by the United States Army Corps of Engineers in the Corps of Engineers Wetlands Delineation Manual (1987) and 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region and the United States Department of Agriculture National Food Security Act Manual (1994 and 1996). Plant observations were made for calculating the Coefficient of Conservatism (ĉ) and Floristic Quality Index (FQI) for each wetland plant community using the Wilhelm method (Swink and Wilhelm, 1994). Observed wildlife and evaluation of resource quality are also reported as required by the Chicago District USACE.

METHODS

1987 USACE Wetland Delineation Manual and 2010 Midwest Regional Supplement.

Prior to the site visit, a preliminary site evaluation is performed using aerial photography and natural resource mapping. Potential wetland areas identified by these resources are evaluated in the field to determine if they meet the requirements for a wetland based on the USACE parameters of vegetation, hydrology, and soils. In general, positive indication of each of the three parameters must be demonstrated to classify an area as wetland. Each of these parameters is discussed below.

- **Vegetation** – Three vegetative indicators are applied to plant communities in order to determine if the hydrophytic vegetation criterion is met.
  1. More than 50% of the dominant plant species across all strata must be hydrophytic (water tolerant). The U.S. Fish Wildlife Service has prepared a regional list of plants occurring in wetlands which assigns the plant species different indicators. Wetland plants fall into three indicator classes based on differing tolerances to water level and soil saturation. These indicators are rated obligate wetland (OBL), facultative wetland (FACW), or facultative (FAC). Dominant plant species are recorded at sample points within investigated areas.
  2. The prevalence index is 3.0 or less. The prevalence index is a weighted-average wetland indicator status of all plant species in a sampling plot. Each indicator status category is given a numeric value (OBL = 1, FACW = 2, FAC = 3, FACU = 4, and UPL = 5) and weighting is by abundance. A prevalence index of 3.0 or less indicates that hydrophytic vegetation is present. The prevalence index is used to determine whether hydrophytic vegetation is present on sites where indicators of hydric soil and wetland hydrology are present but the vegetation initially fails the dominance test.
  3. The plant community passes either the dominance test (Indictor 1) or the prevalence index (Indicator 2) after reconsideration of the indicator status of certain plant species that exhibit morphological adaptations for life in wetlands. Common morphological adaptations include but are not limited to adventitious roots, multi-stemmed trunks, shallow root systems developed on or near the soil surface, and buttressing in tree species. To apply this indicator, these morphological features must be observed on more than 50% of the individuals of a FACU species living in an area where indicators of hydric soil and wetland hydrology are present.

- **Hydrology** – To be considered a wetland, an area must have 14 or more consecutive days of flooding or ponding, or a water table 12 inches or less below the soil surface, during the growing season at a minimum frequency of 5 years in 10. Wetland hydrology indicators are divided into four groups as described below:
  - **Group A** – indicators are based on the direct observation of surface water or groundwater during a site visit.
  - **Group B** – consists of evidence that the site is subject to flooding or ponding, although it may not be inundated currently. These indicators include water marks, drift deposits, sediment deposits, and similar features.
  - **Group C** – consists of other evidence that the soil is saturated currently or was saturated recently. Some of these indicators, such as oxidized rhizopheres surrounding living roots and the presence of reduced iron or sulfur in the soil profile, indicate that the soil has been saturated for an extended period.

- **Group D** – consists of landscape and vegetation characteristics that indicate contemporary rather than historical wet conditions. These indicators include stunted or stressed plants, geomorphic position, and the FAC-neutral test.

Wetland hydrology indicators are intended as one-time observations of site conditions that are sufficient evidence of wetland hydrology. Within each group, indicators are divided into two categories – *primary* and *secondary*. One primary indicator from any group is sufficient to conclude that wetland hydrology is present. In the absence of a primary indicator, two or more secondary indicators from any group are required to conclude that wetland hydrology is present.

- **Soils** - To be considered a wetland, an area must contain hydric soil. Hydric soils are formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic (lacking oxygen) conditions in the upper part. Soils generally, but not always, will develop indicators that are formed predominantly by the accumulation or loss of iron, manganese, sulfur, or carbon compounds in a saturated and anaerobic environment. The most current edition of the United States Department of Agriculture, Natural Resource Conservation Service *Field Indicators of Hydric Soils in the United States* is used for identification of hydric soils. Field indicators of hydric soils include but are not limited to the presence of any of the following: histic epipedon, sulfidic odor, at least 2 centimeters of muck, depleted matrix, and/or redoximorphic features. Field indicators are usually examined in the top 20 inches of the soil. Soil colors are determined using *Munsell Soil Color Charts*.

Areas meeting these three criteria are staked in the field for surveying purposes. Boundaries are demarcated in the field with pink flagged pin stakes labeled "WETLAND DELINEATION." Staked boundaries are mapped on an aerial photograph included in this report. Approximate off-site wetland boundaries are identified on the aerial photograph and were determined using available aerial photographs, wetland maps, and field observation.

Farmed Wetland Determinations.

ENCAP, Inc. conducted a wetland determination on the farmed portion of the project area using National Food Security Act Manual (NFSAM) methodology. Aerial photographs are reviewed in order to identify potential farmed wetland signatures. The identified suspect areas are then field investigated to confirm that the areas are in fact wetlands. Copies of the aerial photographs used in identifying farmed wetlands are included in this report.

MAP REVIEW

- The **National Wetlands Inventory** identifies an Excavated Palustrine Unconsolidated Bottom Intermittently Exposed Wetland (PUBGx) within the southeastern portion of the site (Exhibit B).

- The **Soil Map** identifies the following soils within the project area: Ashkum silty clay loam (232A), Symerton silt loam (294B), and Markham silt loam (531B, 531C2). Ashkum silty clay loam (232A) is considered hydric in Cook County (Exhibit C).

- The **2015 United States Geologic Survey (USGS) Topographic Map** does not identify any surface drainage within the project area; however, two open water ponds are identified adjacent to the eastern and southern property boundaries (Exhibit D).

- The **Flood Insurance Rate Map** identifies the project area outside the 500-year floodplain (Exhibit E).

SPECIFIC DESCRIPTION OF IDENTIFIED WATER RESOURCES

Wetland 1. This wetland (approximately 0.89 acres in total size) is located within the northwest portion of the project area. The wetland is situated at the lowest elevation point within the project area and receives overland flow from the surrounding agricultural fields and roadside ditches. Surface water was contained in small pockets throughout the wetland during the field investigation. The wetland is comprised mostly of low-quality, non-native grasses and scrub-shrub vegetation with few instances of native vegetation. Small birds and a variety of insects were observed during the field investigation.

The buffer surrounding the wetland is comprised primarily of Reed Canary Grass (*Phalaris arundinacea*), Kentucky Bluegrass (*Poa pratensis*), and agricultural land. The U.S. Army Corps of Engineers took jurisdiction of Wetland 1 on January 21, 2015 due to its close proximity to Long Run Tributary B, a regulated waterway (LRC-2015-00034). Based on the definition of a high-quality aquatic resource noted in Appendix A of the Chicago District Regional Permit Program, Wetland 1 would not be considered a high quality aquatic resource.

Four sample points were established within and adjacent to Wetland 1 to characterize the vegetation, soils, and hydrology at various plant communities within the wetland (Exhibit F: Aerial Photograph). The on-site wetland boundaries were demarcated with 22 pink flagged pin stakes.

Wetland 1 was primarily vegetated by Reed Canary Grass, Cattails (*Typha spp.*) and Kentucky Blue Grass. The mapped soil series is Ashkum silty clay loam (232A) and Symerton silt loam (294B). Ashkum silty clay loam (232A) is considered a hydric soil in Cook County. USDA field indicators A10: 2 cm Muck and F6: Redox Dark Surface provided evidence of hydric soil. Surface water, high water table, saturation, drainage patterns, crayfish burrows, geomorphic position, and the FAC-neutral test provided evidence of persistent hydrology (See Wetland Determination Data Forms).

The native mean Coefficient of Conservatism (ĉ) for Wetland 1 was 1.95, and the native Floristic Quality Index (FQI) of Wetland 1 was 8.49 (see attached Floristic Quality Data). These values indicate a low quality plant community.

Wetland 2. This wetland (approximately 0.03 acres in total size) is located within the southcentral portion of the project area. The wetland features a drainage depression that receives discharge from an off-site pond that is located outside the southeast portion of the project area. Water flows to the west within the drainage depression where it eventually infiltrates into the soil. The wetland area is comprised mostly of low-quality and non-native scrub-shrub vegetation with few instances of native vegetation. Small birds and a variety of insects were observed during the field investigation.

The buffer surrounding the wetland is comprised of European Buckthorn (*Rhamnus cathartica*), Honeysuckle (*Lonicera tatarica*), and few native forbs. Wetland 2 appears to be isolated and therefore, not under the jurisdiction of the U.S. Army Corps of Engineers; however, the wetland is regulated by Cook County/MWRD through implementation of the County Stormwater Ordinance. Based on the definition of a high-quality aquatic resource noted in Appendix A of the Chicago District Regional Permit Program, Wetland 2 would not be considered a high quality aquatic resource.

Two sample points were established within and adjacent to Wetland 2 to characterize the vegetation, soils, and hydrology (Exhibit F: Aerial Photograph). Wetland 2 was primarily vegetated by European Buckthorn, Cottonwood (*Populus deltoides*), Panicled Aster (*Symphyotrichum lanceolatum*) and Riverbank Grape (*Vitis riparia*). The mapped soil series is Ashkum silty clay loam (232A), a hydric soil. USDA field indicator F6: Redox Dark Surface provided evidence of hydric soil. Surface water, high water table, saturation, watermarks, drift deposits, water-stained leaves, drainage patterns, and geomorphic position provided evidence of persistent hydrology (See Wetland Determination Data Forms).

The native mean Coefficient of Conservatism (ĉ) for Wetland 2 was 1.44, and the native Floristic Quality Index (FQI) of Wetland 2 was 4.33 (see attached Floristic Quality Data). These values indicate a low quality plant community.

Off-site Stormwater Pond 1. This stormwater pond is located south of the project area. The pond features a naturalized stormwater pond that receives discharge from a subdivision southeast of the project area as well as overland flows from the surrounding area. The National Wetlands Inventory identifies the pond as an Excavated Palustrine Unconsolidated Bottom Intermittently Exposed Wetland (PUBGx). Discharge from the pond flows through a constructed culvert and drains into the drainage depression that Wetland 2 has developed around. The wetland fringe surrounding the pond is comprised mostly of low-quality and non-native grasses and scrub-shrub vegetation with few instances of native vegetation. Small birds and a variety of insects were observed during the field investigation. This off-site pond was identified approximately 10-20 feet south of the project area.

The buffer surrounding the pond is comprised of Reed Canary Grass, Kentucky Bluegrass turf grass areas, non-native, scrub-shrub vegetation dominated by European Buckthorn, Willows (*Salix spp.*), and few instances of native forbs including Panicled Aster and Blue Vervain (*Verbena hastata*). Off-site Stormwater Pond 1 appears to be isolated and therefore, not under the jurisdiction of the U.S. Army Corps of Engineers. The pond should be exempt from MWRD wetland regulations since it is a created stormwater feature. Based on the definition of a high-quality aquatic resource noted in Appendix A of the Chicago District Regional Permit Program, Off-site Stormwater Pond 1 would not be considered a high quality aquatic resource.

Two sample points were established within and adjacent to Off-site Stormwater Pond 1 to characterize the vegetation, soils, and hydrology (Exhibit F: Aerial Photograph). Off-site Stormwater Pond 1 was primarily vegetated by Reed Canary Grass and Kentucky Bluegrass. The mapped soil series is Ashkum silty clay loam (232A), a hydric soil and Markham silt loam, a non-hydric soil. USDA field indicators A10: 2 cm Muck and A11: Depleted Below Dark Surface provided evidence of hydric soil. Surface water, high water table, saturation, geomorphic position, and the FAC-neutral test provided evidence of persistent hydrology (See Wetland Determination Data Forms).

The native mean Coefficient of Conservatism (ĉ) for Off-site Stormwater Pond 1 was 2.08, and the native Floristic Quality Index (FQI) of Off-site Stormwater Pond 1 was 7.22 (see attached Floristic Quality Data). These values indicate a low quality plant community.

Off-site Stormwater Pond 2. This pond is located east of the project area. The pond features a naturalized stormwater pond that receives discharge from the surrounding subdivision as well as overland flows from the surrounding area. The National Wetlands Inventory identifies the pond as an Excavated Palustrine Unconsolidated Bottom Intermittently Exposed Wetland (PUBGx). Discharge from the pond flows through a constructed culvert and drains into an

excavated drainage ditch that eventually connects to the 131st Street roadside drainage ditch. The wetland fringe surrounding the pond is comprised mostly of low-quality and non-native grasses and scrub-shrub vegetation with few instances of native vegetation. Small birds and a variety of insects were observed during the field investigation. This off-site pond was identified approximately 10-20 feet east of the project area.

The buffer surrounding the pond is comprised of Reed Canary Grass, Kentucky Bluegrass turf grass areas, non-native, scrub-shrub vegetation dominated by European Buckthorn, Willows (*Salix spp.*), and few instances of native forbs including Panicled Aster. Off-site Stormwater Pond 2 appears to be isolated and therefore, not under the jurisdiction of the U.S. Army Corps of Engineers. The pond should be exempt from MWRD wetland regulations since it is a created stormwater feature. Based on the definition of a high-quality aquatic resource noted in Appendix A of the Chicago District Regional Permit Program, Off-site Stormwater Pond 2 would not be considered a high quality aquatic resource.

Two sample points were established within and adjacent to Off-site Stormwater Pond 2 to characterize the vegetation, soils, and hydrology (Exhibit F: Aerial Photograph). Off-site Stormwater Pond 2 was primarily vegetated by Reed Canary Grass and Kentucky Bluegrass. The mapped soil series is Ashkum silty clay loam (232A), a hydric soil and Markham silt loam, a non-hydric soil. USDA field indicator A11: Depleted Below Dark Surface provided evidence of hydric soil. Surface water, high water table, saturation, water-stained leaves, true aquatic plants, and geomorphic position provided evidence of persistent hydrology (See Wetland Determination Data Forms).

The native mean Coefficient of Conservatism (ĉ) for Off-site Stormwater Pond 2 was 2.00, and the native Floristic Quality Index (FQI) of Off-site Stormwater Pond 2 was 5.29 (see attached Floristic Quality Data). These values indicate a low quality plant community.

INVESTIGATION OF FARMED AREAS

During the field investigation, the majority of the site consisted of agricultural land. ENCAP, Inc. evaluated Farm Service Agency (FSA) aerial photographs (slides) year by year using NRCS wetland signature criteria. See the attached aerial photographs for years reviewed and wetland signatures observed. WETS Station data from Joliet Brandon Road Dam, Illinois (closest location available) is also attached. No persistent wetland signatures were observed in 50% or more of the reviewed years with normal precipitation. Therefore, no areas on-site meet the hydrology criterion of a farmed wetland.

Table 1. Slide Analysis Summary
Mr. Mike Ford / Lemont Site

Year	FSA Slide #:	Precipitation	Sample Points Type of Signature / Corresponding Number	
			A	D
1998	F25-5600026	Normal	N	D/3
2000	F25-7600110	Wet	D/7	D/6
2001	F25-1020002	Normal	N	D/3
2002	F9-7-1034	Normal	N	D/2
2003	G13-2200057	Normal	N	N
Percent wetland signatures present in years with normal precipitation			0%	75%
Hydric soil present based on filed inspection			Yes	No
Identified as wetland on the NWI			No	No
Qualifies as Farmed Wetland			No	No

D=Discoloration
N=No Wetland Signatures Observed
Y= Yes / Identified

ADDITIONAL AREAS INVESTIGATED FOR WETLAND STATUS

Three additional vegetated sites located within the project area were examined to determine if they satisfied wetland criteria. None of these sites so qualified; therefore, they are referred to as Investigated Areas in this report. Each area is briefly described herein and USACE data forms are provided to support our negative findings (See USACE data forms).

Investigated Area 1. This investigated area is located in the south central portion of the project area (Exhibit F: Aerial Photograph – Sample Point A). It consists of a depression on the edge of an agricultural field. The area was investigated because it contained a mixture of hydrophytic and upland vegetation.

Investigated Area 1 was primarily vegetated by Corn. The mapped soil series is Ashkum silty clay loam (232A), a hydric soil. USDA field indicator F6: Redox Dark Surface provided evidence of hydric soil. Drainage patterns and geomorphic position provided some evidence of persistent hydrology (See Wetland Determination Data Forms).

Based on the dominance of upland plant species; Investigated Area 1 does not qualify as wetland.

Investigated Area 2. This investigated area is located within the central portion of the project area (Exhibit F: Aerial Photograph – Sample Point D). It consists of a field currently used for agricultural production. The area was investigated because it appeared as a wetland signature in 75% of historical aerials with normal precipitation.

Investigated Area 2 was primarily vegetated by Corn. The mapped soil series is Ozaukee silt loam (531C2), a non-hydric soil. The field investigated soils did not exhibit hydric characteristics. The review of historic aerial photographs provided evidence of farmed wetland hydrology (See Wetland Determination Data Forms).

Based on the presence of non-hydric soil, Investigated Area 2 does not qualify as farmed wetland.

Investigated Area 3. This investigated area is located just east of the eastern property boundary in the northeast portion of the project area (Exhibit F: Aerial Photograph – Sample Point I). It consists of an excavated stormwater drainage ditch. The area was investigated because of the presence of flowing water and its ability to support some hydrophytic vegetation.

Investigated Area 3 was primarily vegetated by Reed Canary Grass and Kentucky Blue Grass. The mapped soil series is Ashkum silty clay loam (232A), hydric soil. USDA field indicators A11: Depleted Below Dark Surface and F6: Redox Dark Surface provided evidence of hydric soil. Surface water, high water table and saturation provided evidence of persistent hydrology (See Wetland Determination Data Forms).

Investigated Area 3 does qualify as wetland based on the three parameters, however this feature should not be regulated by the MWRD or USACE because it is a result of artificial hydrology and creation due to a culvert connection to a stormwater basin. It appears that if artificial hydrology were to cease, the area would revert back to upland conditions.

REGULATORY STATEMENT

Federal Regulations: The deposition of dredge or fill materials into federally jurisdictional wetlands or Waters of the United States is regulated by the USACE under Section 404 of the Clean Water Act.

The Chicago District USACE has implemented a Regional Permit Program (RPP), replacing the previous Nationwide Permit Program. Generally, the RPP authorizes up to 0.10 acre of low quality wetland to be filled without mitigation. Low quality wetland impacts totaling between 0.10 acre and 1.0 acres may qualify for a Regional Permit with compensatory wetland mitigation. Under the RPP, total wetland impacts in excess of 1.0 acre or any single crossing greater than 0.25 acre will not qualify for a Regional Permit and will require an Individual Permit.

Projects qualifying for a Regional Permit must also establish and/or enhance an upland buffer of native plants (or other appropriate vegetation approved by the District) adjacent to all created, restored, enhanced or preserved waters of the U.S., including wetlands. Created buffers should be established on 6:1 or gentler slopes. Minimum buffer widths are as follows:

- For any waters of the U.S. that do not qualify as wetland (e.g., lakes, rivers, ponds, etc.) the buffer shall be a minimum of 50 feet from the Ordinary High water Mark (OHWM);
- For any jurisdictional wetland from 0.25 acres and up to 0.50 acre, the buffer shall be a minimum of 30 feet;
- For any jurisdictional wetland over 0.50 acre, the buffer shall be a minimum of 50 feet; and
- For any waters of the U.S. determined to be a high-quality aquatic resource, the buffer shall be a minimum of 100 feet.

The District may allow buffer widths below the above-required minimums. It shall be incumbent on the applicant to demonstrate that no practicable alternatives are available that would not impact the required buffer widths.

Under the regulations, secondary impacts (both on-site and off-site) from filling also must be evaluated. Mitigation may be required at a higher rate if a project will significantly alter wetland functions such as stormwater detention, water filtration, sediment trapping, and/or wildlife habitat.

Before mitigation will be approved, reasonable proof that avoidance or minimization of wetland impacts has been attempted must be provided to the USACE.

A USACE permit is not required if the wetlands are avoided and construction erosion near a wetland is controlled.

Cook County Watershed Management Ordinance: The Cook County Watershed Management Ordinance, administrated by the Metropolitan Water Reclamation District (MWRD), regulates development of areas in or near isolated wetlands within Cook County. If wetlands on-site are found to be isolated and non-jurisdictional by the Chicago District USACE, a County Watershed Management Permit must be obtained as a separate submittal to the MWRD.

Under the ordinance, wetlands are classified as either Standard or High-Quality according to the functional and biological value of the wetland. High-quality wetlands are those which have a Floristic Quality Index value (FQI) greater than 20 and/or are known to contain federal or state-listed threatened or endangered species (Section 603.8). Wetlands not meeting these criteria are assigned Standard status. Impacts to isolated wetland areas regulated through the Cook County Watershed Management Ordinance shall be mitigated according to the ratios detailed in the below table.

Wetland Classification	High-Quality Isolated Wetland	Standard Isolated Wetland >0.1 acre	Standard Isolated Wetland <0.1 acre
Mitigation Ratio	3:1	1.5:1	none

Before a permit to fill a wetland is granted, a site plan must be issued documenting impacts to the wetlands both on and off-site. Direct and indirect impacts must be assessed. Information indicating that no practicable alternative exists to wetland modification must be submitted for impacts to High-quality Isolated Wetlands and Standard Isolated Wetlands 0.1 acre in size or greater. Mitigation must replace or duplicate lost values. Emphasis is placed on mitigating within the same watershed as the lost acreage.

Development within 50 feet of a Standard Isolated Wetland and 100 feet of a High-Quality Isolated Wetland shall not, without mitigation, cause adverse changes in flows entering the wetland, damage vegetation, or adversely affect any ground water infiltration functions.

Illinois Department of Natural Resources Agency Action Plans for Interagency Wetlands Policy Act of 1989: The Illinois Interagency Wetlands Policy Act of 1989 is intended to ensure that there is no overall net loss of the State's existing wetland acres or their functional values resulting from State-supported activities. The Act charges State agencies with a further duty to "preserve, enhance and create wetlands where necessary to increase the quality and quantity of the State's wetland resource base."

The Interagency Wetlands Policy Act of 1989 states that any construction, land management or other activity performed by, or for which financial assistance is administered or provided by, a State agency that will result in an adverse impact to a wetland shall be subject to compliance. This includes, but is not limited to the following:

- The alteration, removal, excavation, or dredging of soil, sand, gravel, minerals, organic matter, vegetation, or naturally occurring minerals of any kind from a wetland;
- The discharge or deposit of fill material or dredged material in a wetland;
- The alteration of existing drainage characteristics, sedimentation patterns, or flood retention characteristics of a wetland;
- The disturbance of water level or water table of a wetland;
- The destruction or removal of plant life that would alter the character of a wetland, except for activities undertaken in accordance with the Illinois Noxious Weed Act;
- The transfer of State owned wetlands to any entity other than another state agency; and
- Other actions that cause or may cause adverse wetland impacts.

The Act is to be implemented through a State Wetland Mitigation Policy. The State Wetland Mitigation Policy requires preservation of wetlands as the primary objective. Where adverse wetland impacts are unavoidable, progressive levels of compensation based upon the level of impact to the existing wetland and the location of compensation wetlands are required.

RECOMMENDATIONS

Two wetlands totaling approximately 0.92 acres were identified on the project area. Two off-site stormwater ponds were identified approximately 10-20 feet south and east of the project area. The off-site ponds should be exempt from local requirements. The U.S. Army Corps of Engineers has the final authority in determining the jurisdictional status of the wetlands identified on site. Wetland 1 was determined to be jurisdictional by the USACE on January 21, 2015 (LRC-2015-00034). A request for jurisdictional determination of Wetland 2 has been sent to the U.S. Army Corps of Engineers by ENCAP, Inc. Its status is still pending.

Any impacts to jurisdictional wetland, Waters of the U.S., or associated buffers will require U.S. Army Corps of Engineers and Cook County/MWRD notification. ENCAP, Inc. can assist you with the request for jurisdictional determination, permit applications, agency negotiations, wetland design plans, and mitigation plans which may be applicable to your project. The wetland consultant should be involved during the planning and design stages of the project to avoid complications with the agencies after the plan has been drafted. Proper planning regarding wetlands can reduce delays caused by the permitting process and costly changes in site plans.

The Corps of Engineers will not perform wetland boundary verifications during the winter season. If an application for a wetland permit will be submitted to the Corps of Engineers during the winter months, we recommend that a request for concurrence of jurisdictional boundaries be sent to the Corps during the growing season. This will prevent a delay in the permitting process. ENCAP, Inc. is available to assist you with obtaining Corps concurrence.

Archaeological Survey Requirements: An archaeological survey may be required before a Section 404 permit will be issued for wetland impacts. The U.S. Army Corps of Engineers will make this determination as part of the permit application review. The archaeological survey must cover all areas of the project area, not wetlands only. If you already have a letter from the Illinois Historic Preservation Agency (IHPA) stating an archaeological survey is required, you should act on it because the USACE will support this notification.

SOIL

Sampling Point F

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth	Matrix		Redox Features					
(Inches)	Color (Moist)	%	Color (Moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/2	100					SiC	
6-14	10YR 3/2	93	10YR 6/2	5	D	M	SiC	
			10YR 4/6	3	C	M		

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type:

Depth:

Hydric Soil Present? Yes ☐ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☐ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A

Water Table Present? Yes ☐ No ☒ Depth (inches) N/A

Saturation Present? Yes ☐ No ☒ Depth (inches) N/A

(includes capillary fringe)

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: G

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Naturalized Stormwater Pond Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Off-Site Stormwater Pond 2

Soil Map Unit Name: Ashkum silty clay loam (232A) NWI classification: PUBGx

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	
Hydric Soils Present ?	Yes ☒ No ☐	**Is the Sampled Area Within a Wetland?** Yes ☒ No ☐
Wetland Hydrology Present?	Yes ☒ No ☐	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. Rhamnus cathartica	20	Y	FAC
2. Populus deltoides	5	Y	FAC
3.			
4.			
5.			
	25	=Total Cover	
Herb Stratum (Plot size: 5')			
1. Phalaris arundinacea	70	Y	FACW
2. Solidago altissima	20	Y	FACU
3. Symphyotrichum lanceolatum	5	N	FAC
4. Epilobium coloratum	2	N	OBL
5. Cirsium arvense	2	N	FACU
6. Persicaria pensylvanica	1	N	FACW
7.			
8.			
9.			
10.			
	100	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 75% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☒ Dominance Test is >50%
- ☐ Prevalence Index is ≤ 3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☒ No ☐

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 20

SOIL

Sampling Point G

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth	Matrix		Redox Features					
(Inches)	Color (Moist)	%	Color (Moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-5	10YR 3/2	95	10YR 5/2	5	D	M	SiCL	
5-12	10YR 5/2	98	10YR 5/6	2	C	M	SiCL	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☒ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type: Gravel

Depth: 12"

Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☒ Surface Water (A1)
- ☒ High Water Table (A2)
- ☒ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☒ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☒ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☒ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☒ No ☐ Depth (inches) 2"

Water Table Present? Yes ☒ No ☐ Depth (inches) 0"

Saturation Present? Yes ☒ No ☐ Depth (inches) 0"

(includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

REFERENCES

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United States Government, Joint Guidance From The Natural Resources Conservation Service And The Army Corps Of Engineers Concerning Wetland Determinations For The Clean Water Act And The Food Security Act Of 1985, March 25, 2005.

USFWS Review Summary

ENCAP
INCORPORATED

2585 Wagner Ct.
DeKalb, IL 60115
Phone: 815.748.4500
Fax: 815.748.4255
www.encapinc.net

December 1, 2015

U.S. Fish and Wildlife Service
Chicago Illinois Field Office
1250 S. Grove Avenue, Suite 103
Barrington, IL 60010

Re: USFWS Review Summary - Section 7 Endangered Species Act Consultation
Project: Lemont Site, located in Illinois, Cook County, Lemont Township, T37N R11E Section 34; Latitude 41.6493772 N; Longitude -87.9496511 W
ENCAP, Inc. project # 15-1106C
Client: Mr. Mike Ford

The project area (approximately 12 acres) consists primarily of agricultural fields that appear to have most recently been used for Corn (*Zea mays*) and Soybean (*Glycine max*) production. The project area is generally bounded by 131st Street to the north, Parker Road to the west, and residential properties to the east and south. The proposed project area is a residential subdivision development.

ENCAP, Inc. carefully reviewed the U.S. Fish and Wildlife Service (USFWS) technical assistance website on December 1, 2015, for federally listed threatened and endangered species. According to the website, 10 species are listed and may be present in Cook County: the Northern Long-Eared Bat, Piping Plover, Easter Massasauga, Rufa Red Knot, Hine's Emerald Dragonfly, Rattlesnake-Master Borer Moth, Eastern Prairie Fringed Orchid, Leafy-Prairie Clover, Mead's Milkweed, and the Prairie Bush Clover.

Two low-quality wetlands totaling approximately 0.92 acres were identified within the project area. Wetland 1 consists of a wetland depression that receives drainage from the surrounding agricultural fields. The native mean C-value is 1.95 and the native FQI value is 8.49. Wetland 2 consists of a wooded depression that receives discharge from an off-site pond and overland flow. The native mean C-value is 1.44 and the native FQI value is 4.33. Neither wetland contains caves, lakeshore beaches, sedge meadows, coastal areas, wet meadows, woodland openings, tallgrass prairie, or mesic prairie habitats that would support the above listed species.

No areas on-site contain suitable habitats for the above listed species. Therefore, ENCAP, Inc. concludes that the Lemont Site does not contain the aforementioned listed species, their habitats, or designated critical habitat and will have "no effect" on the aforementioned species.

Kathryn McMahon
Ecological Consultant
ENCAP, Inc.

IDNR EcoCAT Information Results

EcoCAT
Ecological Compliance Assessment Tool

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Applicant: ENCAP, Inc
Contact: Susan Rowley
Address: 2585 Wagner Court
DeKalb, IL 60115

IDNR Project Number: 1605294
Date: 12/01/2015
Alternate Number: 15-1106C

Project: Lemont Site
Address: SEC of 131st Street and Parker Road, Lemont

Description: Wetland Delineation

Natural Resource Review Results

This project was submitted for information only. It is not a consultation under Part 1075.

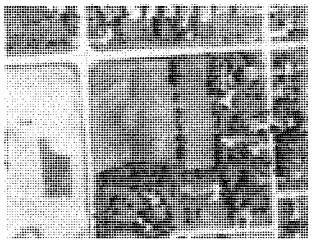
The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Cook

Township, Range, Section:
37N, 11E, 35



IL Department of Natural Resources Contact
Impact Assessment Section
217-785-5500
Division of Ecosystems & Environment

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

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Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

Floristic Quality Data Sheets

SITE: Lemont Site
LOCALE: Wetland 1
BY: K. McMahon & P. Meuer
NOTES: 11/30/2015

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C (NATIVE SPECIES)	1.95	SPECIES RICHNESS (ALL)	42
MEAN C (ALL SPECIES)	0.88	SPECIES RICHNESS (NATIVE)	19
MEAN C (NATIVE TREES)	1.00	% NON-NATIVE	0.55
MEAN C (NATIVE SHRUBS)	1.50	WET INDICATOR (ALL)	0.33
MEAN C (NATIVE HERBACEOUS)	2.15	WET INDICATOR (NATIVE)	-0.16
FQAI (NATIVE SPECIES)	8.49	% HYDROPHYTE (MIDWEST)	0.50
FQAI (ALL SPECIES)	5.71	% NATIVE PERENNIAL	0.31
ADJUSTED FQAI	13.10	% NATIVE ANNUAL	0.12
% C VALUE 0	0.69	% ANNUAL	0.29
% C VALUE 1-3	0.19	% PERENNIAL	0.60
% C VALUE 4-6	0.12		
% C VALUE 7-10	0.00		

SPECIES ACRONYM	SPECIES NAME (NWPL/ MOHLENBROCK)	SPECIES (SYNONYM)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
abuthe	Abutilon theophrasti	ABUTILON THEOPHRASTI	Velvetleaf		0 FACU	FACU	1	Forb	Annual	Adventive
aceneg	Acer negundo	Acer negundo var. violaceum	Ash-Leaf Maple		0 FAC	FAC	0	Tree	Perennial	Native
ambart	Ambrosia artemisiifolia	Ambrosia artemisiifolia elatior	Annual Ragweed		0 FACU	FACU	1	Forb	Annual	Native
ambtri	Ambrosia trifida	Ambrosia trifida	Great Ragweed		0 FAC	FAC	0	Forb	Annual	Native
arcmin	Arctium minus	ARCTIUM MINUS	Lesser Burrdock		0 FACU	FACU	1	Forb	Biennial	Adventive
branig	Brassica nigra	BRASSICA NIGRA	Black Mustard		0 UPL	UPL	2	Forb	Annual	Adventive
broarv	Bromus arvensis	BROMUS JAPONICUS	Field Brome		0 FACU	FACU	1	Grass	Annual	Adventive
chealb	Chenopodium album	CHENOPODIUM ALBUM	Lamb's-Quarters		0 FACU	FACU	1	Forb	Annual	Adventive
cirarv	Cirsium arvense	CIRSIUM ARVENSE	Canadian Thistle		0 FACU	FACU	1	Forb	Perennial	Adventive
daucar	Daucus carota	DAUCUS CAROTA	Queen Anne's Lace		0 UPL	UPL	2	Forb	Biennial	Adventive
dipful	Dipsacus fullonum	DIPSACUS SYLVESTRIS	Fuller's Teasel		0 FACU	FACU	1	Forb	Biennial	Adventive
elycan	Elymus canadensis	Elymus canadensis	Nodding Wild Rye		4 FACU	FACU	1	Grass	Perennial	Native
elyvir	Elymus virginicus	Elymus virginicus	Virginia Wild Rye		4 FACW	FACW	-1	Grass	Perennial	Native
epicol	Epilobium coloratum	Epilobium coloratum	Purple-Leaf Willowherb		3 OBL	OBL	-2	Forb	Perennial	Native
erican	Erigeron canadensis	Erigeron canadensis	Canadian Horseweed		0 FACU	FACU	1	Forb	Annual	Native
glehed	Glechoma hederacea	GLECHOMA HEDERACEA	Groundivy		0 FACU	FACU	1	Forb	Perennial	Adventive
glymax	Glycine max	GLYCINE MAX	Soybean		0 UPL	UPL	2	Forb	Annual	Adventive
lemmio	Lemna minor	Lemna minor	Common Duckweed		5 OBL	OBL	-2	Forb	Annual	Native
lontat	Lonicera tatarica	LONICERA TATARICA	Twinsisters		0 FACU	FACU	1	Shrub	Perennial	Adventive
oenbie	Oenothera biennis	Oenothera biennis	King's-Cureall		0 FACU	FACU	1	Forb	Biennial	Native

passat	Pastinaca sativa	PASTINACA SATIVA	Parsnip	0 UPL	UPL	2 Forb	Biennial	Adventive
perpen	Persicaria pensylvanica	Polygonum pensylvanicum	Pinkweed	0 FACW	FACW	-1 Forb	Annual	Native
phaaru	Phalaris arundinacea	PHALARIS ARUNDINACEA	Reed Canary Grass	0 FACW	FACW	-1 Grass	Perennial	Adventive
phrausu	Phragmites australis ssp. australis	Phragmites australis	Common Reed	0 FACW	FACW	-1 Grass	Perennial	Adventive
plamaj	Plantago major	PLANTAGO MAJOR	Great Plantain	0 FAC	FACU	0 Forb	Perennial	Adventive
poapra	Poa pratensis	POA PRATENSIS	Kentucky Blue Grass	0 FAC	FACU	0 Grass	Perennial	Adventive
popdel	Populus deltoides	Populus deltoides	Eastern Cottonwood	2 FAC	FAC	0 Tree	Perennial	Native
rhacat	Rhamnus cathartica	RHAMNUS CATHARTICA	European Buckthorn	0 FAC	FAC	0 Shrub	Perennial	Adventive
rubocc	Rubus occidentalis	Rubus occidentalis	Black Raspberry	2 UPL	UPL	2 Shrub	Perennial	Native
rumcri	Rumex crispus	RUMEX CRISPUS	Curly Dock	0 FAC	FAC	0 Forb	Perennial	Adventive
salint	Salix interior	Salix interior	Sandbar Willow	1 FACW	FACW	-1 Shrub	Perennial	Native
corvar	Securigera varia	CORONILLA VARIA	Crown Vetch	0 UPL	UPL	2 Forb	Perennial	Adventive
setgla	Setaria pumila	SETARIA GLAUCA	Yellow Bristle Grass	0 FAC	FAC	0 Grass	Annual	Adventive
solalt	Solidago altissima	Solidago altissima	Tall Goldenrod	1 FACU	FACU	1 Forb	Perennial	Native
solgig	Solidago gigantea	Solidago gigantea	Late Goldenrod	4 FACW	FACW	-1 Forb	Perennial	Native
astsim	Symphyotrichum lanceolatum	Aster simplex	White Panicled American-Aster	3 FAC	FACW	0 Forb	Perennial	Native
toxrad	Toxicodendron radicans	Rhus radicans	Eastern Poison-Ivy	2 FAC	FAC	0 Vine	Perennial	Native
tripra	Trifolium pratense	TRIFOLIUM PRATENSE	Red Clover	0 FACU	FACU	1 Forb	Perennial	Adventive
typang	Typha angustifolia	Typha angustifolia	Narrow-Leaf Cat-Tail	0 OBL	OBL	-2 Forb	Perennial	Adventive
verhas	Verbena hastata	Verbena hastata	Simpler's-Joy	4 FACW	FACW	-1 Forb	Perennial	Native
vitrip	Vitis riparia	Vitis riparia	River-Bank Grape	2 FACW	FAC	-1 Vine	Perennial	Native
zeamay	Zea mays	ZEA MAYS	Corn	0 UPL	UPL	2 Grass	Annual	Adventive

SITE: Lemont Site
LOCALE: Wetland 2
BY: K. McMahon & P. Meuer
NOTES: 11/30/2015

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C (NATIVE SPECIES)	1.44	SPECIES RICHNESS (ALL)	15
MEAN C (ALL SPECIES)	0.87	SPECIES RICHNESS (NATIVE)	9
MEAN C (NATIVE TREES)	1.00	% NON-NATIVE	0.40
MEAN C (NATIVE SHRUBS)	0.00	WET INDICATOR (ALL)	0.13
MEAN C (NATIVE HERBACEOUS)	1.40	WET INDICATOR (NATIVE)	-0.22
FQAI (NATIVE SPECIES)	4.33	% HYDROPHYTE (MIDWEST)	0.73
FQAI (ALL SPECIES)	3.36	% NATIVE PERENNIAL	0.47
ADJUSTED FQAI	11.19	% NATIVE ANNUAL	0.13
% C VALUE 0	0.53	% ANNUAL	0.20
% C VALUE 1-3	0.47	% PERENNIAL	0.73
% C VALUE 4-6	0.00		
% C VALUE 7-10	0.00		

SPECIES ACRONYM	SPECIES NAME (NWPL/ *MOHLENBROCK*)	SPECIES (*SYNONYM*)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	NC-NE WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	*NATIVITY*
acesal	Acer saccharinum	Acer saccharinum	Silver Maple		0 FACW	FACW	-1	Tree	Perennial	Native
Allpet	Alliaria petiolata	ALLIARIA PETIOLATA	Garlic-Mustard		0 FAC	FACU	0	Forb	Biennial	Adventive
branig	Brassica nigra	BRASSICA NIGRA	Black Mustard		0 UPL	UPL	2	Forb	Annual	Adventive
geucan	Geum canadense	Geum canadense	White Avens		1 FAC	FAC	0	Forb	Perennial	Native
glehed	Glechoma hederacea	GLECHOMA HEDERACEA	Groundivy		0 FACU	FACU	1	Forb	Perennial	Adventive
lontat	Lonicera tatarica	LONICERA TATARICA	Twinsisters		0 FACU	FACU	1	Shrub	Perennial	Adventive
perpen	Persicaria pensylvanica	Polygonum pensylvanicum	Pinkweed		0 FACW	FACW	-1	Forb	Annual	Native
popdel	Populus deltoides	Populus deltoides	Eastern Cottonwood		2 FAC	FAC	0	Tree	Perennial	Native
rhacat	Rhamnus cathartica	RHAMNUS CATHARTICA	European Buckthorn		0 FAC	FAC	0	Shrub	Perennial	Adventive
rumcri	Rumex crispus	RUMEX CRISPUS	Curly Dock		0 FAC	FAC	0	Forb	Perennial	Adventive
senhie	Senecio hieraciifolius	Erechtites hieracifolia	American Burnweed		2 FAC	FACU	0	Forb	Annual	Native
solalt	Solidago altissima	Solidago altissima	Tall Goldenrod		1 FACU	FACU	1	Forb	Perennial	Native
astsim	Symphyotrichum lanceolatum	Aster simplex	White Panicled American-Aster		3 FAC	FACW	0	Forb	Perennial	Native
toxrad	Toxicodendron radicans	Rhus radicans	Eastern Poison-Ivy		2 FAC	FAC	0	Vine	Perennial	Native
vitrip	Vitis riparia	Vitis riparia	River-Bank Grape		2 FACW	FAC	-1	Vine	Perennial	Native

Wetland Determination Data Forms

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: A

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Depression Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Investigated Area 1

Soil Map Unit Name: Ashkum silty clay loam (232A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☒ Soil ☐ Hydrology ☒ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ☐ No ☒
Hydric Soils Present ? Yes ☒ No ☐
Wetland Hydrology Present? Yes ☒ No ☐

Is the Sampled Area Within a Wetland? Yes ☐ No ☒

Remarks: Field tilled for agricultural use.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5')			
1. Zea mays	80	Y	UPL
2. Poa pratensis	10	N	FAC
3. Setaria virdis	5	N	UPL
4. Phalaris arundinacea	3	N	FACW
5. Persicaria pensylvanica	2	N	FACW
6.			
7.			
8.			
9.			
10.			
	100	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 0% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals (A)	(B)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

☐ Rapid Test for Hydrophytic Vegetation
☐ Dominance Test is >50%
☐ Prevalence Index is ≤ 3.0[1]
☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☐ No ☒

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 26

SOIL

Sampling Point A

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 3/1	100					SiL	
4-10	10YR 3/1	95	10YR 4/6	5	C	M	SiCl	
10-16	10YR 3/1	95	10YR 6/6	5	C	M	SiCl	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☒ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type: _____

Depth: _____

Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☒ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☒ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A

Water Table Present? Yes ☐ No ☒ Depth (inches) N/A

Saturation Present? Yes ☐ No ☒ Depth (inches) N/A

(includes capillary fringe)

Wetland Hydrology Present? **Yes ☒ No ☐**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: B

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Depression Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Wetland 2

Soil Map Unit Name: Ashkum silty clay loam (232A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	
Hydric Soils Present ?	Yes ☒ No ☐	**Is the Sampled Area Within a Wetland?** Yes ☒ No ☐
Wetland Hydrology Present?	Yes ☒ No ☐	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. Populus deltoides	20	Y	FAC
2.			
3.			
4.			
5.			
	20	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. Rhamnus cathartica	20	Y	FAC
2. Lonicera tatarica	5	Y	FACU
3.			
4.			
5.			
	25	=Total Cover	
Herb Stratum (Plot size: 5')			
1. Glechoma hederacea	15	Y	FACU
2. Symphyotrichum lanceolatum	5	N	FAC
3. Senecio hieraciifolius	5	N	FAC
4. Geum canadense	3	N	FAC
5.			
6.			
7.			
8.			
9.			
10.			
	28	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1. Toxicodendron radicans	5	Y	FAC
2. Vitis riparia	5	Y	FACW
	10	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 67% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

☐ Rapid Test for Hydrophytic Vegetation
☒ Dominance Test is >50%
☐ Prevalence Index is ≤ 3.0[1]
☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☒ No ☐

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 14

SOIL

Sampling Point B

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/1	100					SiL	
6-14	10YR 3/1	90	10YR 3/6	10	C	M	Clay	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☒ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type: _____

Depth: _____

Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☒ Surface Water (A1)
- ☒ High Water Table (A2)
- ☒ Saturation (A3)
- ☒ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☒ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☒ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☒ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☒ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☒ No ☐ Depth (inches) 2"

Water Table Present? Yes ☒ No ☐ Depth (inches) 0"

Saturation Present? Yes ☒ No ☐ Depth (*inches*) 0"

(includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: C

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Hillslope Local Relief (concave, convex, none): Convex

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Wetland 2 - Upland

Soil Map Unit Name: Ashkum silty clay loam (232A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☐ No ☒	
Hydric Soils Present ?	Yes ☐ No ☒	**Is the Sampled Area Within a Wetland?** Yes ☐ No ☒
Wetland Hydrology Present?	Yes ☐ No ☒	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. Lonicera tatarica	30	Y	FACU
2. Populus deltoides	5	N	FAC
3. Rhamnus cathartica	5	N	FAC
4.			
5.			
	40	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Glechoma hederacea*	30	Y	FACU
2. Geum canadense	5	N	FAC
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	35	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1. Toxicodendron radicans	5	Y	FAC
2.			
	5	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 33% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:	
OBL species:	x 1 =	
FACW species:	x 2 =	
FAC species:	x 3 =	
FACU species:	x 4 =	
UPL species:	x 5 =	
Column Totals	(A)	

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☐ Dominance Test is >50%
- ☐ Prevalence Index is ≤ 3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☐ No ☒

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 15

SOIL

Sampling Point C

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/2	100					SiCL	
6-16	10YR 3/2	90	10YR 4/3	10	C	M	SiCL	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type:

Depth:

Hydric Soil Present? Yes ☐ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☐ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A

Water Table Present? Yes ☐ No ☒ Depth (inches) N/A

Saturation Present? Yes ☐ No ☒ *Depth (inches)* N/A

(includes capillary fringe)

Wetland Hydrology Present? **Yes ☐ No ☒**

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: D

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Hillslope Local Relief (concave, convex, none): Convex

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Investigated Area 2

Soil Map Unit Name: Ozaukee silt loam (531C2) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☒ Soil ☒ Hydrology ☒ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☐ No ☒	
Hydric Soils Present ?	Yes ☐ No ☒	**Is the Sampled Area Within a Wetland?** Yes ☐ No ☒
Wetland Hydrology Present?	Yes ☒ No ☐	

Remarks: Field tilled for agricultural use.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Zea mays*	80	Y	UPL
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	80	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 0% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☐ Dominance Test is >50%
- ☐ Prevalence Index is ≤ 3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☐ No ☒

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 27

SOIL

Sampling Point D

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/1	100					SiCL	
6-12	10YR 4/4	93	10YR 4/6	5	C	M	SiCL	
			10YR 3/6	2	C	M		

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type: _____

Depth: _____

Hydric Soil Present? Yes ☐ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☒ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☐ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A

Water Table Present? Yes ☐ No ☒ Depth (inches) N/A

Saturation Present? Yes ☐ No ☒ *Depth (inches)* N/A

(includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: This area was identified in 3 out of 4 historic aerial photographs with normal precipitation; this meets farmed wetland hydrology criterion.

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: E

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Naturalized Stormwater Pond Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Off-Site Stormwater Pond 1

Soil Map Unit Name: Ashkum silty clay loam (232A) NWI classification: PUBGx

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	
Hydric Soils Present ?	Yes ☒ No ☐	**Is the Sampled Area Within a Wetland?** Yes ☒ No ☐
Wetland Hydrology Present?	Yes ☒ No ☐	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. Salix interior	20	Y	FACW
2. Populus deltoides	5	N	FAC
3. Rhamnus cathartica	5	N	FAC
4.			
5.			
	30	=Total Cover	
Herb Stratum (Plot size: 5')			
1. Phalaris arundinacea	70	Y	FACW
2. Verbena hastata	20	Y	FACW
3. Symphyotrichum lanceolatum	5	N	FAC
4. Setaria pumila	5	N	FAC
5.			
6.			
7.			
8.			
9.			
10.			
	100	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1. Rubus occidentalis	5	Y	UPL
2.			
	5	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 75% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

☐ Rapid Test for Hydrophytic Vegetation
☒ Dominance Test is >50%
☐ Prevalence Index is ≤ 3.0[1]
☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☒ No ☐

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 17

SOIL

Sampling Point E

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-2	10YR 3/1	100					Muck	fibric
2-4	10YR 3/1	100			C	M	SiCL	
4-10	N 5/0	85	10YR 7/3	15	C	M	Clay	
			5GY 5/1	10	D	M		

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☒ 2 cm Muck (A10)
- ☒ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type: _____

Depth: _____

Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☒ Surface Water (A1)
- ☒ High Water Table (A2)
- ☒ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☒ Geomorphic Position (D2)
- ☒ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☒ No ☐ Depth (inches) 2"

Water Table Present? Yes ☒ No ☐ Depth (inches) 0"

Saturation Present? Yes ☒ No ☐ Depth *(inches)* 0"

(includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site | City/County: Lemont / Cook | Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford | State: IL | Sampling Point: F

Investigator(s) K. McMahon / P. Meuer | Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Hillslope | Local Relief (concave, convex, none): None

Slope (%): 0 | Lat: 41.6493772 | Long: -87.9496511 | Datum: Off-Site Stormwater Pond 1 - Upland

Soil Map Unit Name: Ashkum silty clay loam (232A) | NWI classification: PUBGx

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☒ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	
Hydric Soils Present ?	Yes ☐ No ☒	**Is the Sampled Area Within a Wetland?** Yes ☐ No ☒
Wetland Hydrology Present?	Yes ☐ No ☒	

Remarks: Mowed area

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Poa pratensis*	70	Y	FAC
2. Securigera varia	10	N	UPL
3. Cirsium arvense	5	N	FACU
4. Trifolium pratense	5	N	FACU
5.			
6.			
7.			
8.			
9.			
10.			
	90	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 100% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☒ Dominance Test is >50%
- ☐ Prevalence Index is ≤ 3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☒ No ☐

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 18

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: H

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Hillslope Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Off-Site Stormwater Pond2 - Upland

Soil Map Unit Name: Ashkum silty clay loam (232A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	
Hydric Soils Present ?	Yes ☐ No ☒	**Is the Sampled Area Within a Wetland?** Yes ☐ No ☒
Wetland Hydrology Present?	Yes ☐ No ☒	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
		=Total Cover	
Herb Stratum (Plot size: 5')			
1. Poa pratensis	95	Y	FAC
2. Taraxacum officinale	5	N	FACU
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 100% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☒ Dominance Test is >50%
- ☐ Prevalence Index is ≤ 3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☒ No ☐

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 21

SOIL

Sampling Point H

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-9	10YR 3/2	100					SiCL	
9-11	10YR 5/4	98	10YR 4/6	2	C	M	SiCL	
11-14	10YR 3/3	98	10YR 5/6	2	C	M	SiCL	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type:

Depth:

Hydric Soil Present? Yes ☐ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☐ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A

Water Table Present? Yes ☐ No ☒ Depth (inches) N/A

Saturation Present? Yes ☐ No ☒ Depth (inches) N/A

(includes capillary fringe)

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: I

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Excavated Stormwater Drainage Ditch Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Investigated Area 3

Soil Map Unit Name: Ashkum silty clay loam (232A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ☒ No ☐
Hydric Soils Present ? Yes ☒ No ☐
Wetland Hydrology Present? Yes ☒ No ☐

Is the Sampled Area Within a Wetland? Yes ☐ No ☒

Remarks: This feature should not be regulated by MWRD or USACE because it is a result of artificial hydrology and creation due to a culvert connection to a stormwater basin. It appears that if artificial hydrology were to cease, the area would revert back to upland conditions.

VEGETATION – Use scientific names of plants.

	Absolute % Cover	Dominant Species?	Indicator Status
Tree Stratum (Plot size: 30')			
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. Rhamnus cathartica	10	Y	FAC
2.			
3.			
4.			
5.			
	10	=Total Cover	
Herb Stratum (Plot size: 5')			
1. Phalaris arundinacea	80	Y	FACW
2. Glechoma hederacea	10	N	FACU
3. Cirsium arvense	5	N	FACU
4. Setaria pumila	5	N	FAC
5.			
6.			
7.			
8.			
9.			
10.			
	100	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1. Rubus occidentalis	10	Y	UPL
2.			
	10	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 2 (A)
Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 66% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

☐ Rapid Test for Hydrophytic Vegetation
☒ Dominance Test is >50%
☐ Prevalence Index is ≤ 3.0[1]
☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☒ No ☐

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 28

SOIL

Sampling Point I

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/2	90	10YR 5/6	10	C	M	SiCL	
6-12	10YR 4/2	85	10YR 4/6	15	C	M	CL	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☒ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☒ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type:

Depth:

Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☒ Surface Water (A1)
- ☒ High Water Table (A2)
- ☒ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☐ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☒ No ☐ Depth (inches) 2"

Water Table Present? Yes ☒ No ☐ Depth (inches) 0"

Saturation Present? Yes ☒ No ☐ *Depth (inches)* 0"

(includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: J

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Wetland Depression Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Wetland 1

Soil Map Unit Name: Ashkum silty clay loam (232A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	
Hydric Soils Present ?	Yes ☒ No ☐	**Is the Sampled Area Within a Wetland?** **Yes ☒ No ☐**
Wetland Hydrology Present?	Yes ☒ No ☐	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5')			
1. Phalaris arundinacea	100	Y	FACW
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	0	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 100% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☒ Dominance Test is >50%
- ☐ Prevalence Index is ≤ 3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☒ No ☐

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 1

SOIL

Sampling Point J

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-2	10YR 3/1	100					Muck	fibric
2-16	10YR 3/1	90	10YR 4/6	10	C	PL	SiCL	
16-24	10YR 3/2	98	10YR 5/4	2	C	M	SiCL	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☒ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☒ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type:

Depth:

Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☒ Surface Water (A1)
- ☒ High Water Table (A2)
- ☒ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☒ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☒ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☒ Geomorphic Position (D2)
- ☒ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☒ No ☐ Depth (inches) 2"

Water Table Present? Yes ☒ No ☐ Depth (inches) 0"

Saturation Present? Yes ☒ No ☐ Depth (inches) 0"

(includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: K

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Hillslope Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Wetland 1 - Upland

Soil Map Unit Name: Ashkum silty clay loam (232A) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	
Hydric Soils Present ?	Yes ☐ No ☒	**Is the Sampled Area Within a Wetland?** Yes ☐ No ☒
Wetland Hydrology Present?	Yes ☐ No ☒	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5')			
1. Poa pratensis	100	Y	FAC
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 100% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☒ Dominance Test is >50%
- ☐ Prevalence Index is ≤ 3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☒ No ☐

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 2

SOIL

Sampling Point K

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/2	95	10YR 3/4	5	C	M	SiL	
6-14	10YR 3/2	95	10YR 4/6	5	C	M	SiL	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☒ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type: _____

Depth: _____

Hydric Soil Present? Yes ☐ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☐ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) N/A

Water Table Present? Yes ☐ No ☒ Depth (inches) N/A

Saturation Present? Yes ☐ No ☒ *Depth (inches)* N/A

(includes capillary fringe)

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: L

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Wetland Depression Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Wetland 1

Soil Map Unit Name: Symerton silt loam (294B) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☐ Soil ☐ Hydrology ☐ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☒ No ☐	
Hydric Soils Present ?	Yes ☒ No ☐	**Is the Sampled Area Within a Wetland?** Yes ☒ No ☐
Wetland Hydrology Present?	Yes ☒ No ☐	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. Rhamnus cathartica	20	Y	FAC
2.			
3.			
4.			
5.			
	20	=Total Cover	
Herb Stratum (Plot size: 5')			
1. Typha angustifolia	40	Y	OBL
2. Phalaris arundinacea	40	Y	FACW
3. Persicaria pensylvanica	10	N	FACW
4. Epilobium coloratum	5	N	OBL
5. Rumex crispus	5	N	FAC
6.			
7.			
8.			
9.			
10.			
	100	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 100% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☒ Dominance Test is >50%
- ☐ Prevalence Index is ≤ 3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☒ No ☐

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 3

SOIL

Sampling Point L

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/2	100					SiCL	
6-12	10YR 3/2	90	10YR 4/6	10	C	M	SiCL	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☒ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type:

Depth:

Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☒ Surface Water (A1)
- ☒ High Water Table (A2)
- ☒ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☒ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☒ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☒ Geomorphic Position (D2)
- ☒ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☒ No ☐ Depth (inches) 2"

Water Table Present? Yes ☒ No ☐ Depth (inches) 0"

Saturation Present? (includes capillary fringe) Yes ☒ No ☐ Depth (inches) 0"

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Lemont Site City/County: Lemont / Cook Sampling Date: 11/30/2015

Applicant/Owner: Mike Ford State: IL Sampling Point: M

Investigator(s) K. McMahon / P. Meuer Section, Township, Range: Section 34, T37N, R11E

Landform (hillslope, terrace, etc.): Agricultural Field Local Relief (concave, convex, none): None

Slope (%): 0 Lat: 41.6493772 Long: -87.9496511 Datum: Wetland 1 - Upland

Soil Map Unit Name: Symerton silt loam (294B) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no explain in remarks)

Are vegetation ☒ Soil ☒ Hydrology ☒ significantly disturbed? Are normal circumstances present? Yes ☒ No ☐

Are vegetation ☐ Soil ☐ Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☐ No ☒	
Hydric Soils Present ?	Yes ☐ No ☒	**Is the Sampled Area Within a Wetland?** Yes ☐ No ☒
Wetland Hydrology Present?	Yes ☐ No ☒	

Remarks: Filed tilled for agricultural use.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5')			
1. Glycine max	80	Y	UPL
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100	=Total Cover	
Woody Vine Stratum (Plot size: 30')			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That are OBL,FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That are OBL,FACW, or FAC 0% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species:	x 1 =
FACW species:	x 2 =
FAC species:	x 3 =
FACU species:	x 4 =
UPL species:	x 5 =
Column Totals	(A)

Prevalence Index =B/A =

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☐ Dominance Test is >50%
- ☐ Prevalence Index is ≤ 3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic Vegetation Present? Yes☐ No ☒

Remarks: (Include photo numbers here or on a separate sheet)
Photograph 4

SOIL

Sampling Point M

Profile Description: (Describe the depth needed to document the indicator or confirm the absence of indicators

Depth (Inches)	Matrix Color (Moist)	Matrix %	Redox Features Color (Moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/2	100					SiC	
6-14	10YR 3/4	95	10YR 4/6	5	C	M	SiC	

[1]Type: C = Concentration, D= Depletion, RM = Reduced Matrix, CS = Covered or Coated Sand Grains [2]Locaton: PL =Pore Lining, M = Matrix

Hydric Soil Indicators

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ 2 cm Muck (A10)
- ☐ Depleted below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]

- ☐ Coast Prairie Redox (A16)
- ☐ Dark Surface (S7)
- ☐ Iron- Manganese Masses (F12)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present unless disturbed or problematic.

Restrictive Layer (if observed)

Type: _____

Depth: _____

Hydric Soil Present? Yes ☐ No ☒

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (Minimum of one is required: check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water Stained Leaves (B9)
- ☐ Aquatic Fauna (B 3)
- ☐ True Aquatic Plants (B14)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres on Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Gauge or Well Data (D9)
- ☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Stunted or Stressed Plants (D1)
- ☐ Geomorphic Position (D2)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ☐ No ☒ Depth (inches) _____

Water Table Present? Yes ☐ No ☒ Depth (inches) _____

Saturation Present? (includes capillary fringe) Yes ☐ No ☒ Depth (inches) _____

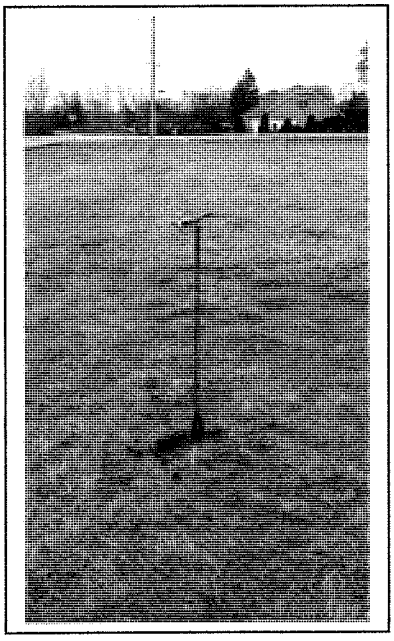
Wetland Hydrology Present? Yes ☐ No ☒

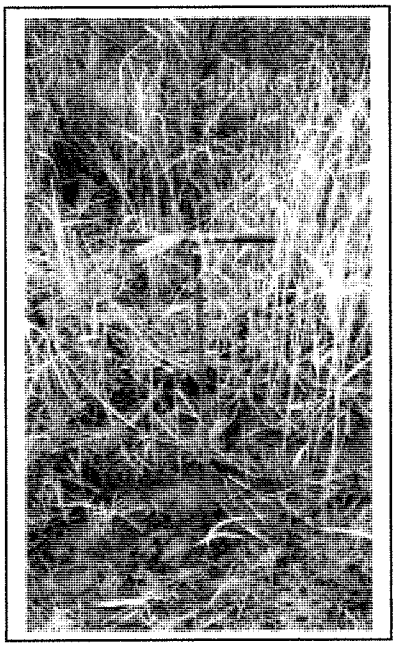
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

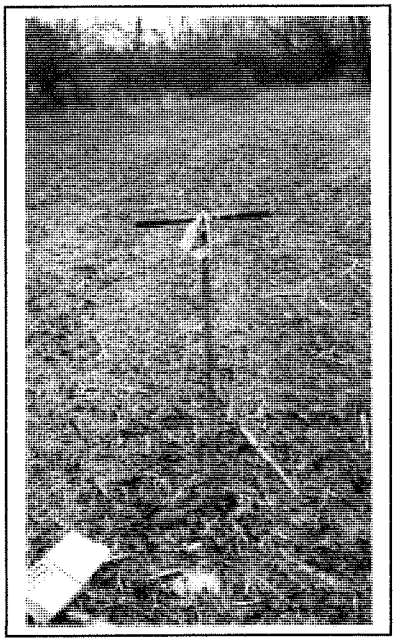
Remarks:

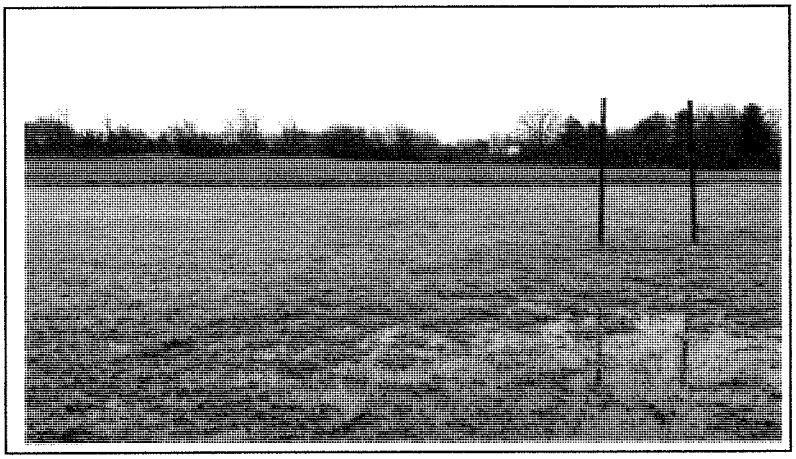
Site Photographs

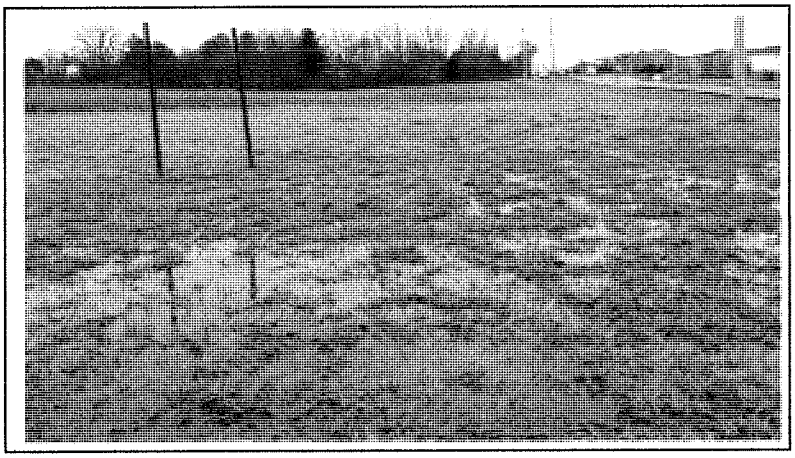
PHOTOGRAPH 1	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 – Sample Point J Facing Southeast	
DATE PHOTO TAKEN: November 30, 2015	

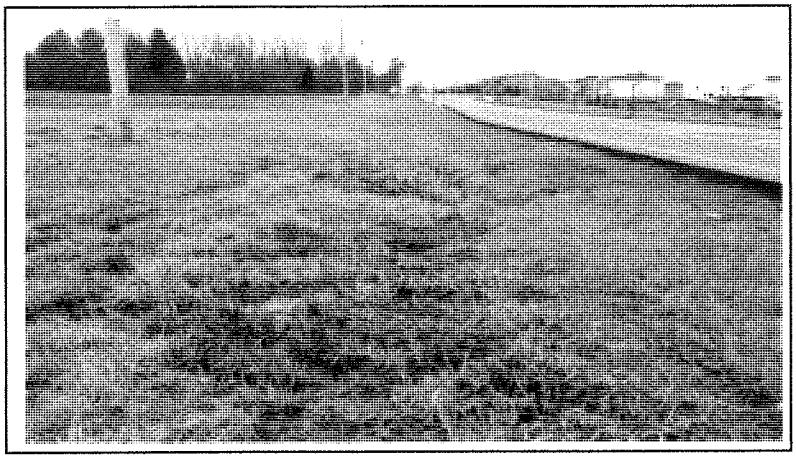
PHOTOGRAPH 2	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 – Upland – Sample Point K Facing North	
DATE PHOTO TAKEN: November 30, 2015	

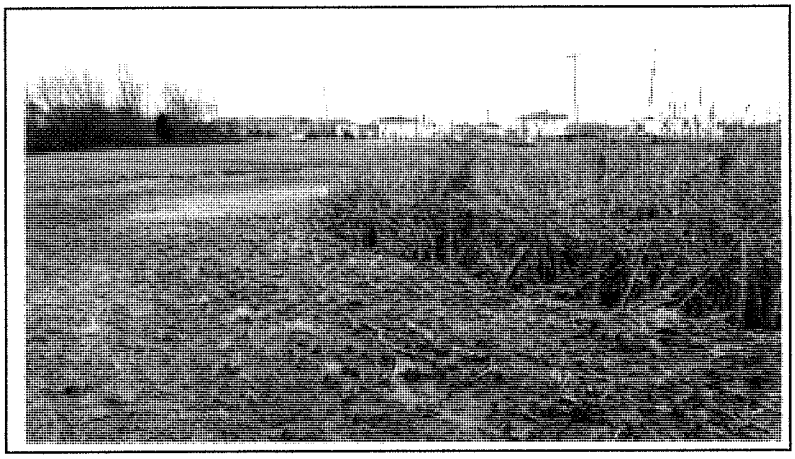
PHOTOGRAPH 3	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 – Sample Point L Facing North	
DATE PHOTO TAKEN: November 30, 2015	

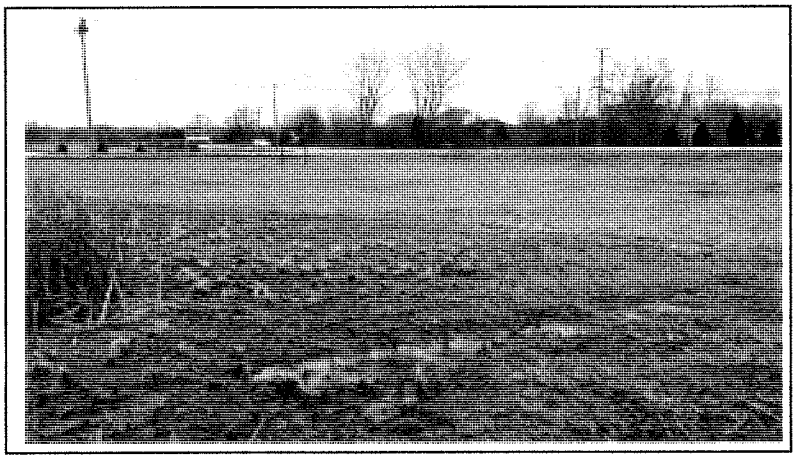
PHOTOGRAPH 4	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 – Upland – Sample Point M Facing East	
DATE PHOTO TAKEN: November 30, 2015	

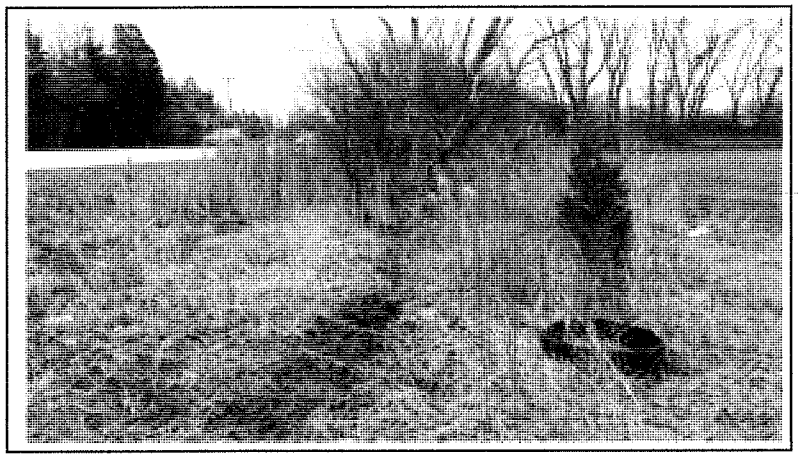
PHOTOGRAPH 5	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 Overview Facing Southeast	
DATE PHOTO TAKEN: November 30, 2015	

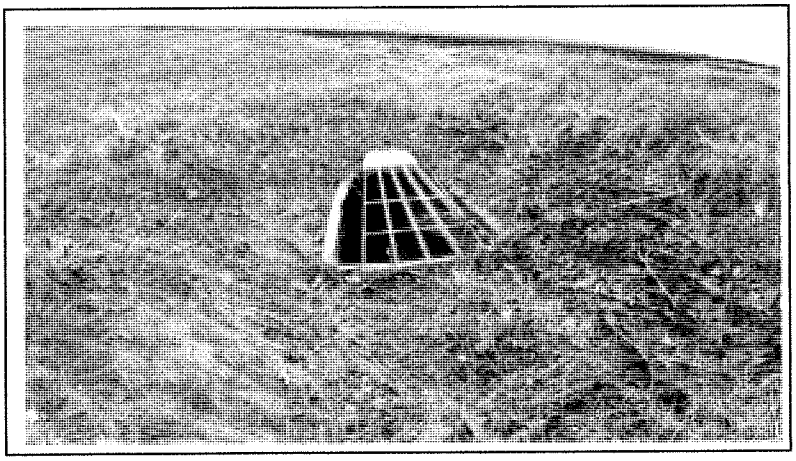
PHOTOGRAPH 6	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 Overview Facing South	
DATE PHOTO TAKEN: November 30, 2015	

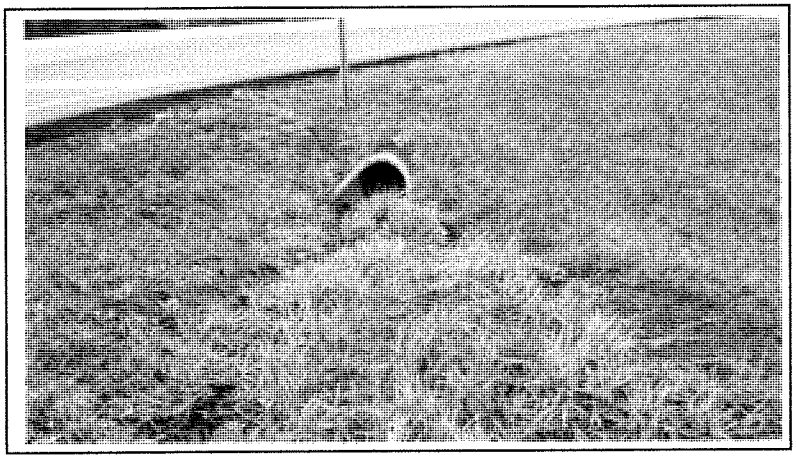
PHOTOGRAPH 7	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 Overview Facing South	
DATE PHOTO TAKEN: November 30, 2015	

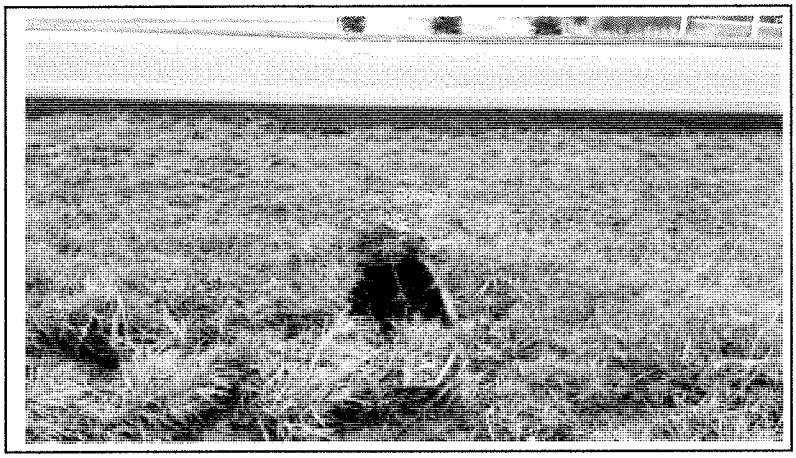
PHOTOGRAPH 8	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 Overview Facing Southwest	
DATE PHOTO TAKEN: November 30, 2015	

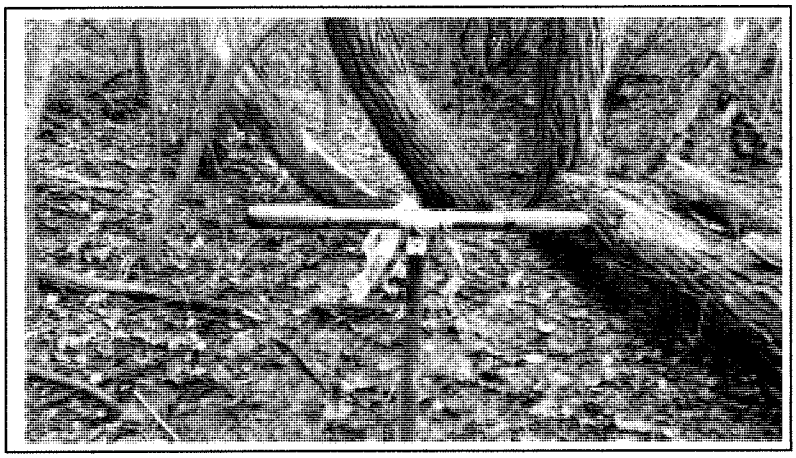
PHOTOGRAPH 9	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 Overview Facing Northwest	
DATE PHOTO TAKEN: November 30, 2015	

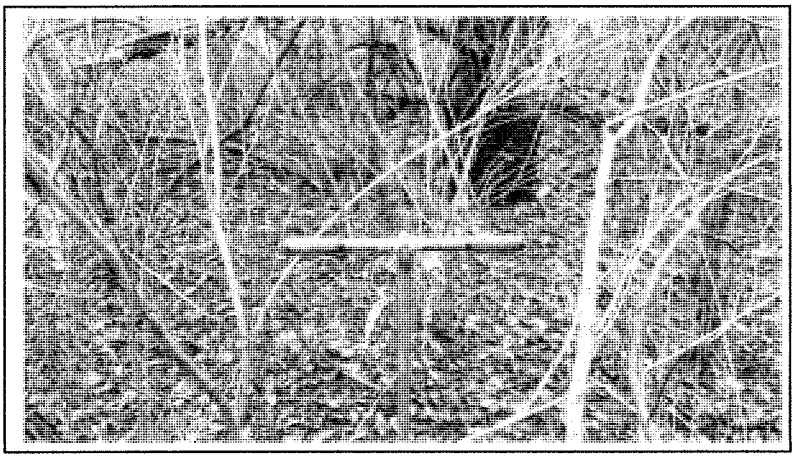
PHOTOGRAPH 10	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 Overview Facing East	
DATE PHOTO TAKEN: November 30, 2015	

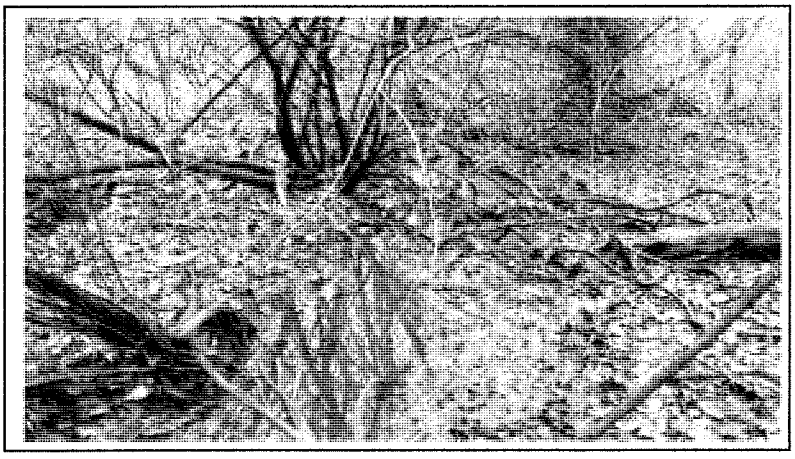
PHOTOGRAPH 11	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 Overview – Culvert Facing West	
DATE PHOTO TAKEN: November 30, 2015	

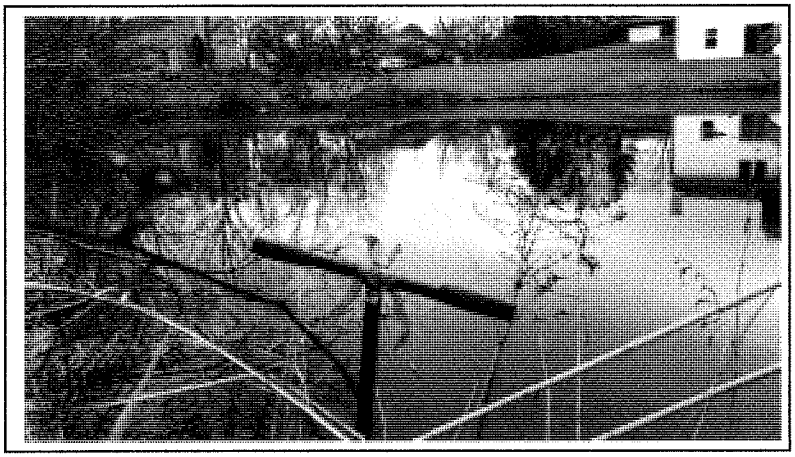
PHOTOGRAPH 12	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 Overview – Culvert Facing North	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 13	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 1 Overview – Culvert Facing West	
DATE PHOTO TAKEN: November 30, 2015	

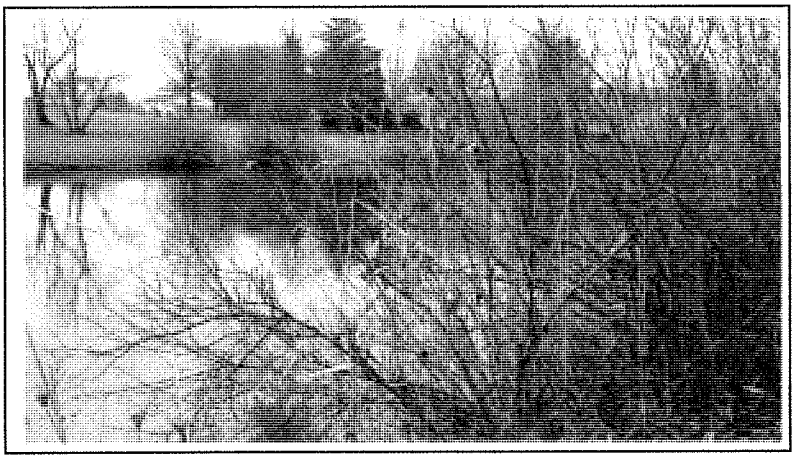
PHOTOGRAPH 14	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 2 – Sample Point B Facing West	
DATE PHOTO TAKEN: November 30, 2015	

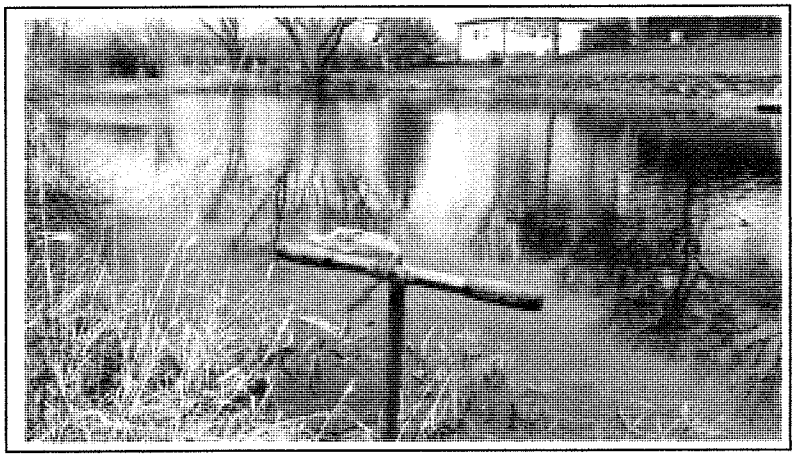
PHOTOGRAPH 15	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 2 – Upland – Sample Point C Facing South	
DATE PHOTO TAKEN: November 30, 2015	

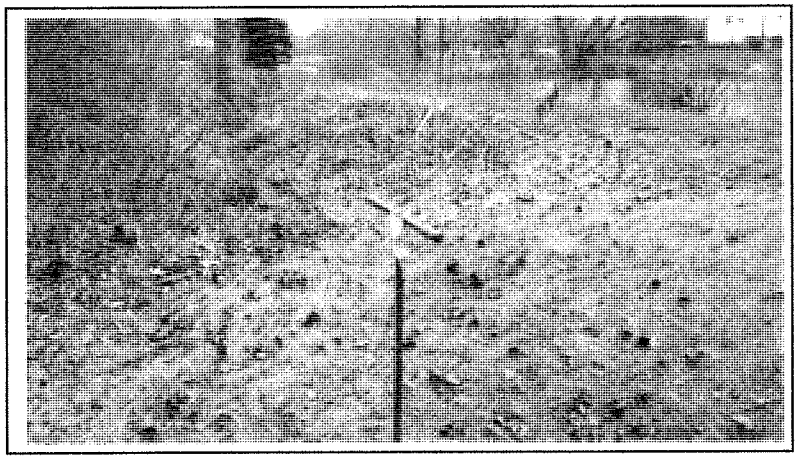
PHOTOGRAPH 16	
DESCRIPTION: Lemont Site / Mr. Mike Ford Wetland 2 – Overview Facing West	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 17	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Stormwater Pond 1 – Sample Point E Facing Southeast	
DATE PHOTO TAKEN: November 30, 2015	

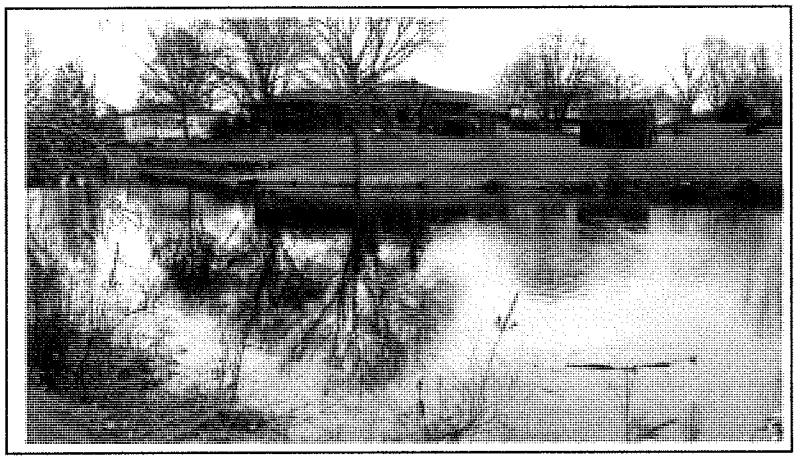
PHOTOGRAPH 18	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Stormwater Pond 1 – Upland - Sample Point F Facing North	
DATE PHOTO TAKEN: November 30, 2015	

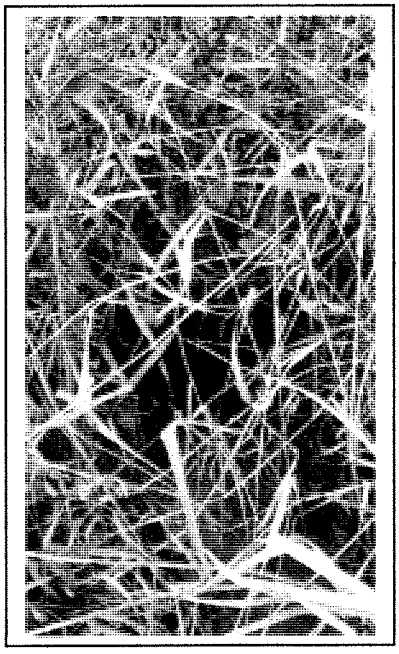
PHOTOGRAPH 19	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Stormwater Pond 1 - Overview Facing Southwest	
DATE PHOTO TAKEN: November 30, 2015	

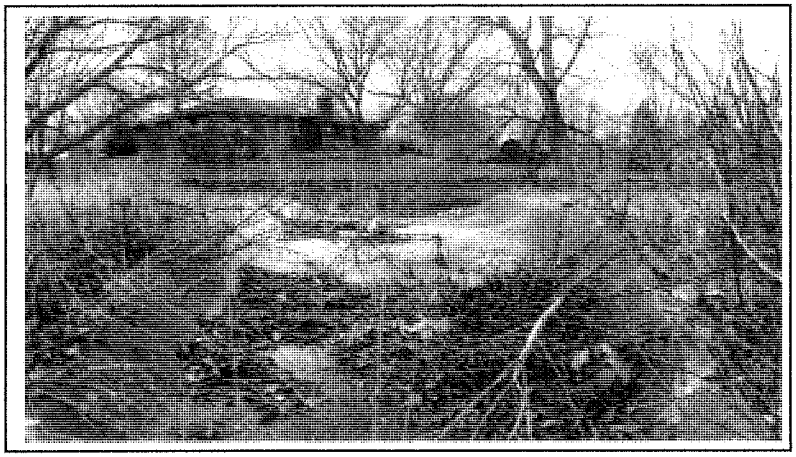
PHOTOGRAPH 20	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Stormwater Pond 2 – Sample Point G Facing Northeast	
DATE PHOTO TAKEN: November 30, 2015	

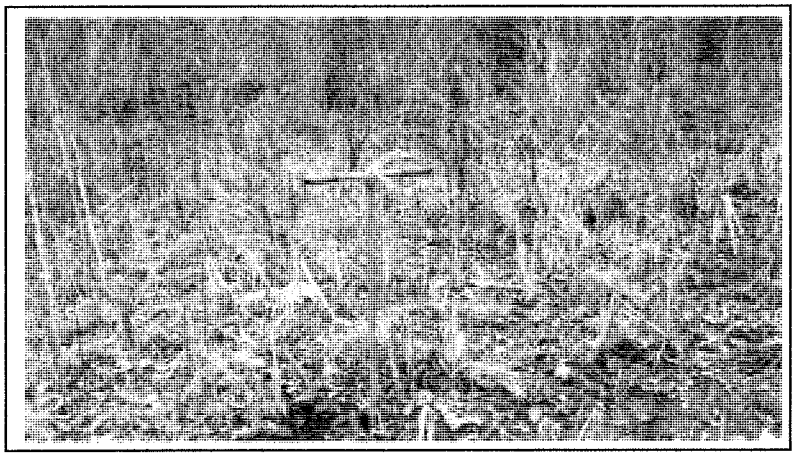
PHOTOGRAPH 21	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Stormwater Pond 2 – Upland - Sample Point H Facing Northeast	
DATE PHOTO TAKEN: November 30, 2015	

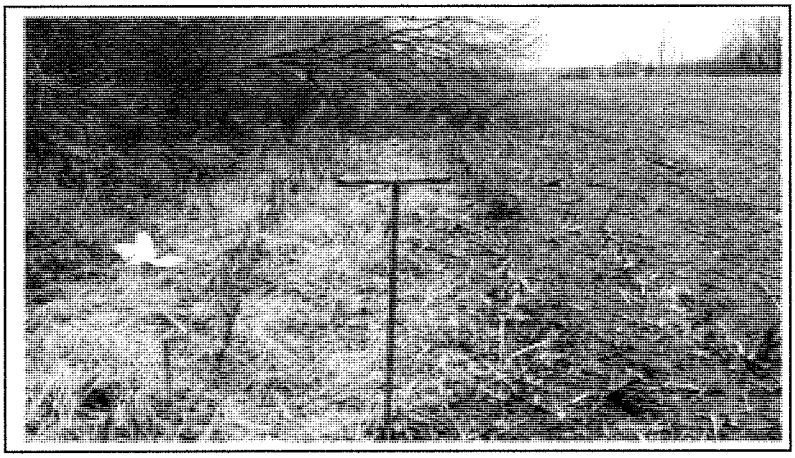
PHOTOGRAPH 22	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Stormwater Pond 2 Overview Facing North	
DATE PHOTO TAKEN: November 30, 2015	

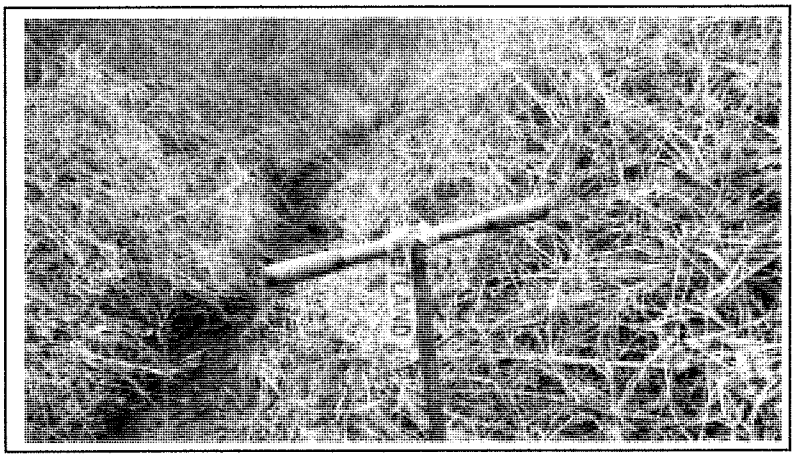
PHOTOGRAPH 23	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Stormwater Pond 2 Overview Facing East	
DATE PHOTO TAKEN: November 30, 2015	

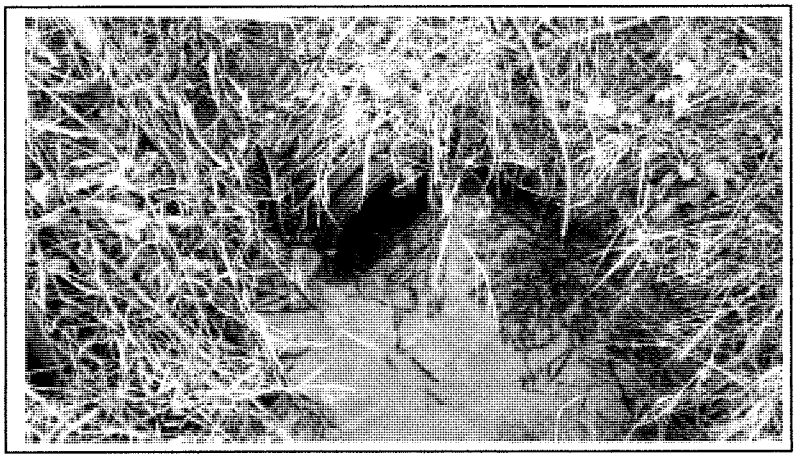
PHOTOGRAPH 24	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Stormwater Pond 2 Overview – Culvert connection to Excavated Stormwater Drainage Ditch Facing Northwest	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 25	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Stormwater Pond 2 Overview – Concrete Spillway Facing Southeast	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 26	
DESCRIPTION: Lemont Site / Mr. Mike Ford Investigated Area 1 – Sample Point A Facing South	
DATE PHOTO TAKEN: November 30, 2015	

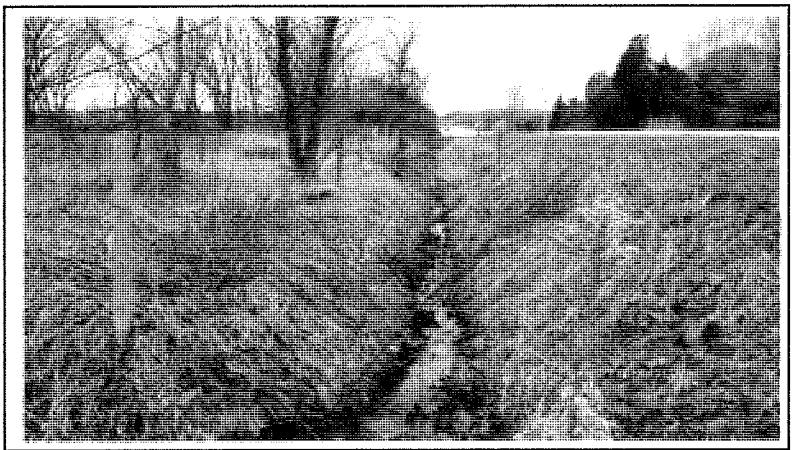
PHOTOGRAPH 27	
DESCRIPTION: Lemont Site / Mr. Mike Ford Investigated Area 2 – Sample Point D Facing North	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 28	
DESCRIPTION: Lemont Site / Mr. Mike Ford Investigated Area 3 – Sample Point I - Excavated Stormwater Drainage Ditch Facing North	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 29	
DESCRIPTION: Lemont Site / Mr. Mike Ford Investigated Area 3 – Excavated Drainage Ditch Overview – Pipe Connection to Off-Site Stormwater Pond 2 Facing Southeast	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 30	
DESCRIPTION: Lemont Site / Mr. Mike Ford Investigated Area 3 – Excavated Stormwater Drainage Ditch Overview Facing North	
DATE PHOTO TAKEN: November 30, 2015	

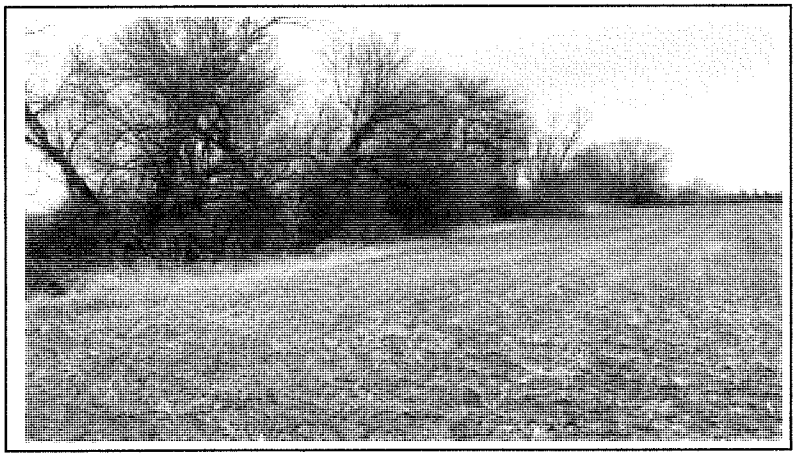
PHOTOGRAPH 31	
DESCRIPTION: Lemont Site / Mr. Mike Ford Investigated Area 3 – Excavated Stormwater Drainage Ditch Overview Facing South	
DATE PHOTO TAKEN: November 30, 2015	

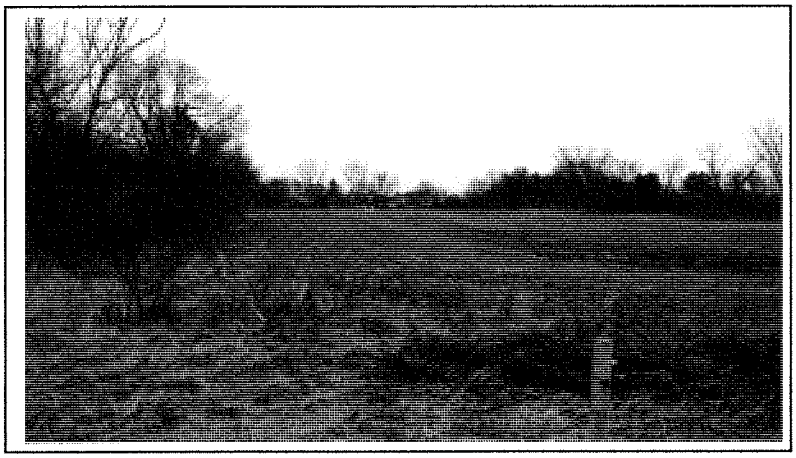
PHOTOGRAPH 32	
DESCRIPTION: Lemont Site / Mr. Mike Ford Constructed Roadside Drainage Ditch Overview Facing West	
DATE PHOTO TAKEN: November 30, 2015	

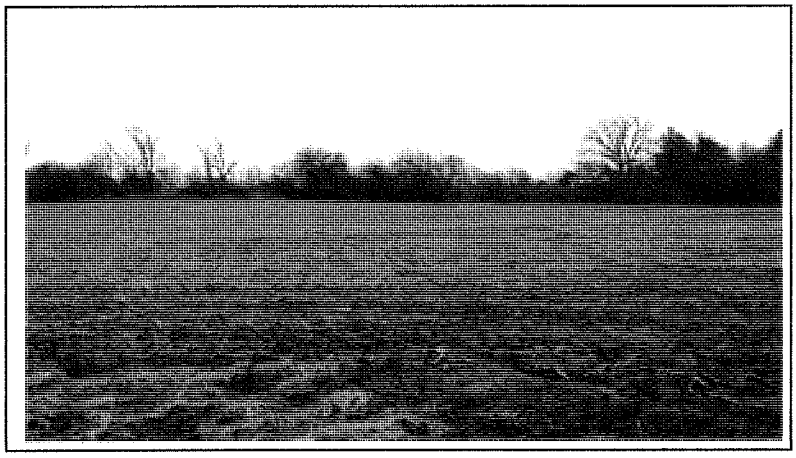
PHOTOGRAPH 33	
DESCRIPTION: Lemont Site / Mr. Mike Ford Site Overview Facing Southeast	
DATE PHOTO TAKEN: November 30, 2015	

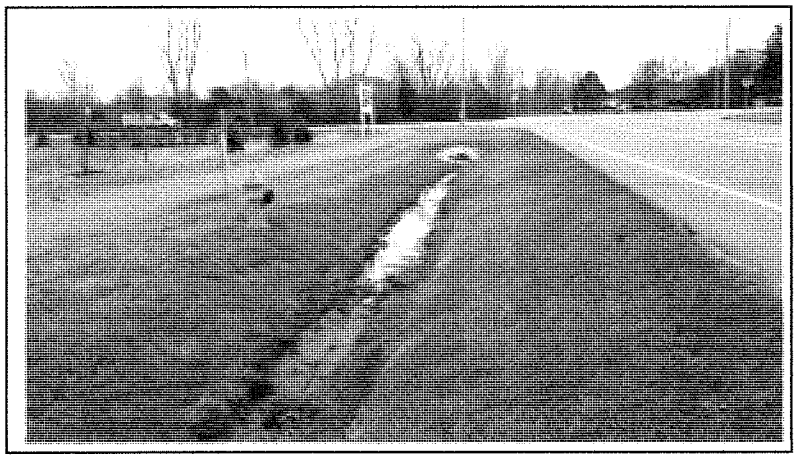
PHOTOGRAPH 34	
DESCRIPTION: Lemont Site / Mr. Mike Ford Site Overview Facing Northeast	
DATE PHOTO TAKEN: November 30, 2015	

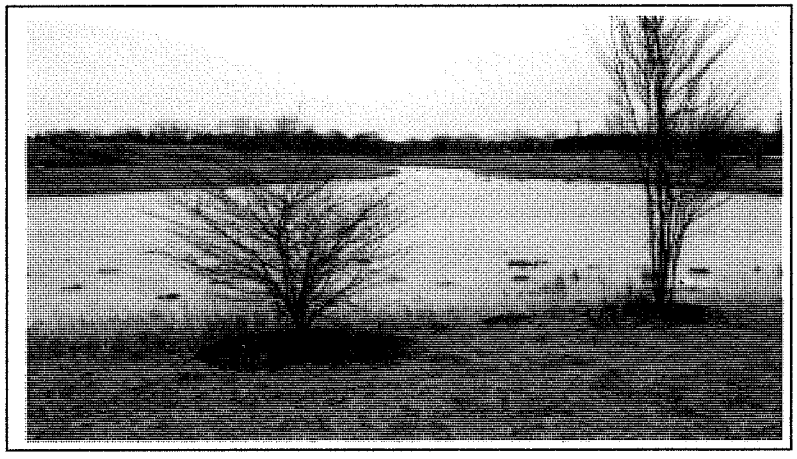
PHOTOGRAPH 35	
DESCRIPTION: Lemont Site / Mr. Mike Ford Site Overview Facing North	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 36	
DESCRIPTION: Lemont Site / Mr. Mike Ford Site Overview Facing Northwest	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 37	
DESCRIPTION: Lemont Site / Mr. Mike Ford Site Overview Facing North	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 38	
DESCRIPTION: Lemont Site / Mr. Mike Ford Site Overview Facing East	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 39	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Drainage Ditch Facing North	
DATE PHOTO TAKEN: November 30, 2015	

PHOTOGRAPH 40	
DESCRIPTION: Lemont Site / Mr. Mike Ford Off-Site Detention Pond (west of site) Facing West	
DATE PHOTO TAKEN: November 30, 2015	

WETS Station Data

WETS Station: Joliet Brandon Road Dam, IL4530

	Average	<30%	>30%
April	3.75	2.51	4.69
May	3.85	2.61	4.71
June	4.25	2.56	5.32

CLIMATIC EVALUATION OF PRECIPITATION
3 MONTHS BEFORE AERIAL CROP
HISTORY SLIDES

DATE: _____
COUNTY: _____
LANDOWNER: _____
TRACT NO. _____
PREPARED BY: _____

Year	April Percip-itation	Type of Month	May Percip-itation	Type of Month	June Percip-itation	Type of Month	April Score 1X	May Score 2X	June Score 3X	Score for Year	Type of Year	Year	RECORD OF WETLAND SIGNATURES OBSERVED ON AERIAL CROP HISTORY SLIDES
1980	2.40	Dry	4.17	Normal	3.22	Normal	1	4	6	11	NORMAL	1980	
1981	6.55	Wet	4.54	Normal	11.18	Wet	3	4	9	16	WET	1981	
1982	2.97	Normal			2.42	Dry	2		3	5	**********	1982	No precip data for May
1983	6.80	Wet	5.66	Wet	5.01	Normal	3	6	6	15	WET	1983	
1984	4.22	Normal	3.25	Normal	2.23	Dry	2	4	3	9	DRY	1984	
1985	2.22	Dry	1.80	Dry	1.48	Dry	1	2	3	6	DRY	1985	
1986	1.17	Dry	2.57	Dry	2.99	Normal	1	2	6	9	DRY	1986	
1987	3.04	Normal	3.57	Normal	2.39	Dry	2	4	3	9	DRY	1987	
1988	1.62	Dry	1.51	Dry	0.38	Dry	1	2	3	6	DRY	1988	
1989	1.58	Dry	2.84	Normal			1	4		5	**********	1989	No precip data for June
1990** IR	1.53	Dry	7.14	Wet	4.94	Normal	1	6	6	13	NORMAL	1990** IR	
1991*	4.43	Normal	7.33	Wet	1.32	Dry	2	6	3	11	NORMAL	1991*	
1992	1.66	Dry	0.67	Dry	1.73	Dry	1	2	3	6	DRY	1992	
1993W	4.51	Normal	2.90	Normal	11.69	Wet	2	4	9	15	WET	1993W	
1994	2.39	Dry	1.52	Dry	4.85	Normal	1	2	6	9	DRY	1994	
1995**	5.33	Wet	4.65	Normal	1.68	Dry	3	4	3	10	NORMAL	1995**	
1996	3.94	Normal	4.77	Wet	4.61	Normal	2	6	6	14	NORMAL	1996	
1997	1.59	Dry	2.56	Dry	1.73	Dry	1	2	3	6	DRY	1997	
1998*	4.24	Normal	2.88	Normal	3.88	Normal	2	4	6	12	NORMAL	1998*	
1999	5.48	Wet	4.17	Normal	6.47	Wet	3	4	9	16	WET	1999	
2000W	4.41	Normal	5.32	Wet	6.02	Wet	2	6	9	17	WET	2000W	
2001*	3.08	Normal	3.15	Normal	2.72	Normal	2	4	6	12	NORMAL	2001*	
2002*	4.82	Wet	6.34	Wet	1.84	Dry	3	6	3	12	NORMAL	2002*	
2003*	2.60	Normal	5.64	Wet	1.54	Dry	2	6	3	11	NORMAL	2003*	
2004	1.62	Dry	7.52	Wet	5.86	Wet	1	6	9	16	WET	2004	
2005	2.05	Dry	3.64	Normal	1.15	Dry	1	4	3	8	DRY	2005	

SCORE

Dry =	1
Normal =	2
Wet =	3

TYPE OF YEAR

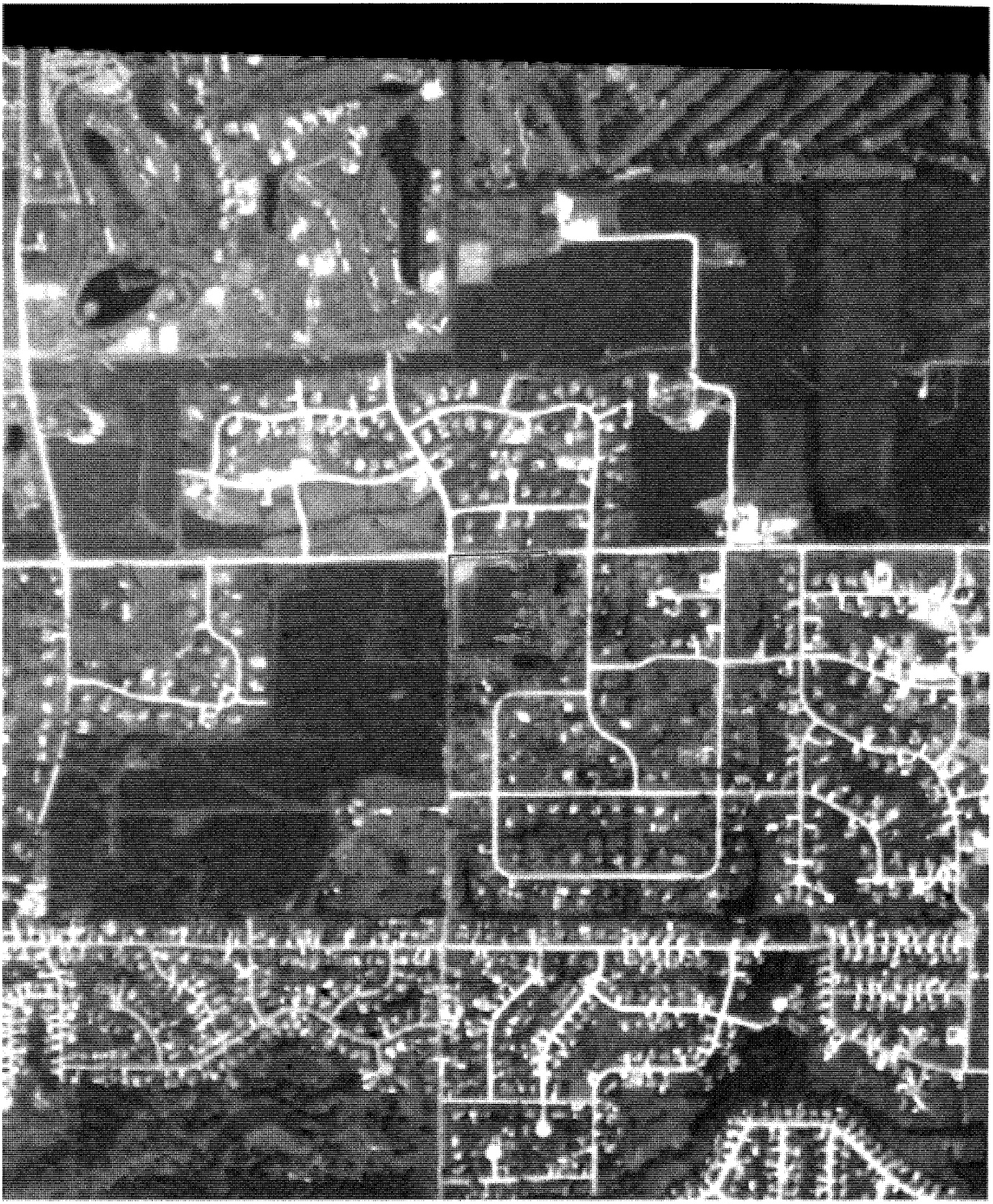
Dry =	6 to 9
Normal =	10 to 14
Wet =	14 to 18

* Preferred NORMAL slide years
** Alternate NORMAL slide years
W -- Preferred WET slide years
IR -- Infrared slides

COMMENTS: _____

Historical Aerial Slide Photographs: 1998, 2000, 2001, 2002, 2003

Slide #: WI-F25-5600026 **Year: 1998**



0 500 1000 2000

SCALE: 1"=1000'

N

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
231 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60604-1437

REPLY TO
ATTENTION OF:

January 21, 2015

Technical Services Division
Regulatory Branch
LRC-2015-00034

SUBJECT: Wetland Determination for the Proposed Paradise Park Assisted Living Complex Located at the Southeast Corner of Parker & 131st in Lemont, Cook County, Illinois

James Boris
Paradise Park Assisted Living
16 Lilac Avenue
Fox Lake, Illinois 60020

Dear Mr. Boris:

This is in response to your request that the U.S. Army Corps of Engineers complete a jurisdictional determination for the above-referenced site submitted on your behalf by Gary R. Weber Associates, Inc. The subject project has been assigned number LRC-2015-00034. Please reference this number in all future correspondence concerning this project.

Following a review of the information you submitted, this office has determined that the subject property contains "waters of the United States". **Wetland 1 is jurisdictional.** For a detailed description of our determination please refer to the enclosed decision document. This determination covers only your project as depicted in the Wetland Determination Report dated December 3, 2014, prepared by Gary R. Weber Associates, Inc.

Although this determination provides a notification of the presence of waters of the U.S., this determination does not finalize the wetland boundary. In the event an application is submitted for work within jurisdictional areas, wetland delineation will need to be prepared and submitted to this office.

This determination is valid for a period of five (5) years from the date of the letter, unless new information warrants revision of the determination before the expiration date or a District Commander has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.

This letter is considered an approved jurisdictional determination for your subject site. If you object to this determination, you may appeal, according to 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and a Request for Appeal (RFA) form. If you request to appeal the above determination, you must submit a completed RFA form to the Great Lakes/Ohio River Division Office at the following address:

US Army Corps of Engineers
Great Lakes and Ohio River Division
550 Main Street, Room 10524
Cincinnati, Ohio 45202-3222
Regulatory Appeals Review Officer
(513) 684-6212

In order to be accepted, your RFA must be complete, meet the criteria for appeal and be received by the Division Office within sixty (60) days of the date of the NAP. If you concur with the determination in this letter, submittal of the RFA form to the Division office is not necessary.

This determination has been conducted to identify the limits of the Corps Clean Water Act jurisdiction for the particular site identified in this request. This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service prior to starting work.

It is your responsibility to obtain any required state, county, or local approvals for impacts to wetland areas not under the Department of the Army jurisdiction.

Pursuant to Section 404 of the Clean Water Act, the U.S. Army Corps of Engineers regulates the discharge of dredged or fill material into waters of the United States, including wetlands. A Department of the Army permit is required for any proposed work involving the discharge of dredged or fill material within the jurisdiction of this office. To initiate the permit process, please submit a joint permit application form along with detailed plans of the proposed work. Information concerning our program, including the application form and an application checklist, can be found at and downloaded from our website: http://www.lrc.usace.army.mil/co-r.

If you have any questions, please contact Mr. Mike Machalek of my staff by telephone at 312-846-5534 or email at Mike.J.Machalek@usace.army.mil.

Sincerely,

Kathleen G. Chernich
Chief, East Section
Regulatory Branch

Enclosures

Copy Furnished w/out Enclosures
Cook County Building and Zoning (Donald Wlodarski)
Gary R. Weber Associates, Inc. (Carl Peterson)

APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

SECTION I: BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): January 6, 2015

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: Chicago District, Paradise Park Assisted Living, LRC-2015-34

C. PROJECT LOCATION AND BACKGROUND INFORMATION: SE Corner of 131st and Parker
State: Illinois County/parish/borough: **Cook** City: Lemont
Center coordinates of site (lat/long in degree decimal format): Lat. 41.65007°N, Long. -87.95045° W.
Universal Transverse Mercator: NAD 83
Name of nearest waterbody: Long Run Creek
Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: **Des Plaines River**
Name of watershed or Hydrologic Unit Code (HUC): **Des Plaines (07120004)**
☒ Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.
☐ Check if other sites (e.g., offsite mitigation sites, disposal sites, etc…) are associated with this action and are recorded on a different JD form.

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):
☒ Office (Desk) Determination. Date: January 21, 2015
☒ Field Determination. Date(s): January 20, 2015

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There **Are no** *"navigable waters of the U.S."* within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [*Required*]
☐ Waters subject to the ebb and flow of the tide.
☐ Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.
Explain: Defined in People of State of Ill. ex rel. Scott v. Hoffman, No. P-CIV-76-45, slip op. at 7 (S.D.Ill. Jan. 20, 1979).

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There **Are** *"waters of the U.S."* within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. [*Required*]

1. **Waters of the U.S.**
   a. **Indicate presence of waters of U.S. in review area (check all that apply):** [1]
      ☐ TNWs, including territorial seas
      ☐ Wetlands adjacent to TNWs
      ☐ Relatively permanent waters[2] (RPWs) that flow directly or indirectly into TNWs
      ☒ Wetlands directly abutting RPWs that flow directly or indirectly into TNWs

   b. **Identify (estimate) size of waters of the U.S. in the review area:**
      Non-wetland waters: linear feet: width (ft) and/or acres.
      Wetlands: 0.65 acres.

   c. **Limits (boundaries) of jurisdiction** based on: **1987 Delineation Manual**
      Elevation of established OHWM (if known): .

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; if the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

1. **TNW**
   Identify TNW: **Pick List.**
   Summarize rationale supporting determination: As defined in People of State of Ill. ex rel. Scott v. Hoffman, No. P-CIV-76-45, slip op. at 7 (S.D.Ill. Jan. 20, 1979).

2. **Wetland adjacent to TNW**
   Summarize rationale supporting conclusion that wetland is "adjacent": .

[1] Boxes checked below shall be supported by completing the appropriate sections in Section III below.
[2] For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:
   - ☐ TNWs: linear feet width (ft), Or, acres.
   - ☐ Wetlands adjacent to TNWs: acres.

2. **RPWs that flow directly or indirectly into TNWs.**
   - ☒ Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial: Long Run Creek is 5 feet wide and 1 feet deep, and is mapped as a blue-line stream on USGS map.
   - ☐ Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally: .

   Provide estimates for jurisdictional waters in the review area (check all that apply):
   - ☐ Tributary waters: linear feet width (ft).
   - ☐ Other non-wetland waters: acres.
     Identify type(s) of waters: .

4. **Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.**
   - ☒ Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.
     - ☒ Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: **This wetland has a direct flow connection to the creek about 100 yards away via a tributary that was flowing even during winter.**

     - ☐ Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: .

   Provide acreage estimates for jurisdictional wetlands in the review area: acres.

SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):
- ☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Gary R. Weber Associates, Inc.
- ☐ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - ☐ Office concurs with data sheets/delineation report.
  - ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps: .
- ☐ Corps navigable waters' study: .
- ☒ U.S. Geological Survey Hydrologic Atlas:Sag Bridge HA 149, 1966, .
  - ☐ USGS NHD data.
  - ☒ USGS 8 and 12 digit HUC maps.
- ☒ U.S. Geological Survey map(s). Cite scale & quad name: Sag Bridge 7.5", 1993, Pick List, Pick List, Pick List, .
- ☒ USDA Natural Resources Conservation Service Soil Survey. Citation: Soil Survey of DuPage and Part of Cook (1979).
- ☒ National wetlands inventory map(s). Cite name: Sag Bridge, .
- ☐ State/Local wetland inventory map(s): Pick List, Pick List, .
- ☐ FEMA/FIRM maps: .
- ☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- ☒ Photographs: ☒ Aerial (Name & Date): .
  or ☐ Other (Name & Date): .
- ☐ Previous determination(s). File no. and date of response letter: .
- ☐ Applicable/supporting case law: People of State of Ill. ex rel. Scott v. Hoffman, No. P-CIV-76-45, (S.D.Ill. Jan. 20, 1979)
- ☐ Applicable/supporting scientific literature: .
- ☐ Other information (please specify): .

B. ADDITIONAL COMMENTS TO SUPPORT JD: Site visit on January 20, 2015 to document flow route to creek.

Tempo Development, Inc.

(708)-751-2070
ford.johnmike@gmail.com

The Right Decision at the Right Time

RE: SE corner of Parker and 131st Street

Addressing Village of Lemont's Comment letter of 1/26/16

!. In lieu of a meeting with USACE I had a conversation with Keith Wozniak, Chief of West Section of USACE, Keith supported that this low quality wetland would probably be mitigated off site under Regional Permit.
Susan Rowley with ENCAP subsequently also had conversation with Keith, her letter attached. Keith also indicated that it is typical for Municipalities approval proccess and Corp jurisdiction run concurrently.
2. Susan Rowley had a conversation with Justine Skawski with MWRD, Justine said there would Have to be a study to see if off site was detention or wetlands, if detention would not be an issue. Wetland 2 by size would not be issue, but still needs to go through process, again usually concurrent with Village approval process. As we are creating a buffer there would be no impact to our site regarding off site ponds, if it is determent detention we just eliminate buffer.
3. Webber Wetland study attached
4. Updated wetland report from ENCAP attached.
Based on addressing these issues there does not seem to be a rational reason not to proceed to the February plan commission meeting.

Items listed under not required have also been addressed on engineering plans you received, a topo was also emailed. Further comments will be addressed as we move toward final engineering.

Sincerely,
Mike
Mike

Keith 312 - 846 - 5535

ENCAP
INCORPORATED

2585 Wagner Ct.
DeKalb, IL 60115
Phone: 815.748.4500
Fax: 815.748.4255
www.encapinc.net

January 28, 2016

Mr. John Michael Ford
Tempo Development
11921 S. Hobart Street
Palos Park, IL 60464

RE: Lemont Site (SE Corner of Parker and 131st Street)
USACE Permitting Overview
ENCAP, Inc. Project # 15-1106C

Dear Mr. Ford:

The above referenced project contains one wetland (Wetland 1) that is under the jurisdiction of the U.S. Army Corps of Engineers (USACE). This wetland is of low-quality and approximately 0.89 acres in total size (which includes right-of-way areas). Based on our experience working with the U.S. Army Corps of Engineers on previous projects, on the permits we have received from that agency, and on the specific site constraints of the Lemont Site project, we anticipate that the project will receive a Regional Permit from the U.S. Army Corps of Engineers with approved mitigation.

In a phone conversation with Mr. Keith Wozniak of the USACE and myself on January 28, 2016, Mr. Wozniak indicated a high likelihood that mitigation would be approved for this project under the Regional Permit Program (RP1). It is our understanding that Mr. Ford will be pursuing the submission of an RP1 for this project with the USACE. Any proposed impacts to standard isolated wetlands or their buffers will be permitted through the Village of Lemont and the Metropolitan Water Reclamation District (MWRD).

If you have any questions regarding this information, please do not hesitate to call me at (815) 748-4500.

Sincerely,
ENCAP, Inc.

Susan Rowley
Ecological Consulting Division Manager