

# LAND USE APPLICATION

VILLAGE OF LIBERTYVILLE  
COMMUNITY DEVELOPMENT DEPARTMENT  
200 EAST COOK AVENUE  
LIBERTYVILLE, IL 60048  
(847) 918-2028  
(847) 367-5148 (Fax)

DATE: January 10th, 2025



## REQUESTED ACTION(S) (check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Comp. Plan                              | <input checked="" type="checkbox"/> Preliminary/Final Plat |
| <input type="checkbox"/> Comp. Plan Amendment                    | <input type="checkbox"/> Plat of Consolidation             |
| <input checked="" type="checkbox"/> Map Amendment                | <input checked="" type="checkbox"/> Site Plan Permit       |
| <input type="checkbox"/> Planned Dev. (Concept/Final)            | <input type="checkbox"/> Special Use Permit                |
| <input type="checkbox"/> Planned Dev. (Final Amendment)          | <input type="checkbox"/> Text Amendment                    |
| <input type="checkbox"/> Planned Dev. (Adjustment)               | <input type="checkbox"/> Variation                         |
| <input type="checkbox"/> Planned Dev. (Master Plan)              | <input type="checkbox"/> Zoning Appeal                     |
| <input type="checkbox"/> Planned Dev.<br>(Master Plan Amendment) |  |

TO THE VILLAGE PRESIDENT, VILLAGE BOARD OF TRUSTEES AND THE ZONING BOARD OF APPEALS OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS 60048.

The applicant(s) (1) Come Tomorrow, LLC  
(2) Nick Patera - Teska Associates, Inc. represents that they are the OWNER (1), CONTRACT PURCHASER \_\_\_\_\_, LESSEE \_\_\_\_\_, AUTHORIZED AGENT (2) (please check correct term) of the following described real estate: (Insert or attach legal description of the real estate)

Lot 5 in Miller and Austin Subdivision of a part of Lot 7 of school trustees' Subdivision of Section 16 and a part of the South Half of Section 9, in Township 44 North, Range 11, East of the Third Principal Meridian, according to the plat thereof, recorded December 28, 1914, as Document 156883, in Book "J" of Plats, page 32, in Lake County, Illinois.

PROPERTY TAX IDENTIFICATION NUMBER (P.I.N. #): 10.26 acres Libertyville: 1116201012  
6.45 acres Lake County: 1109407011

The property is also known as: (street address) 245 Walnut St. Libertyville, IL 60048.

If someone other than the applicant(s) has the title to the property, include the name, address, trust number with beneficiaries (if applicable), and phone number of such owner(s). **A written, notarized statement from the owner(s) which acknowledges and consents to this request must be provided.**

**LAND USE APPLICATION**  
**PAGE 2**

The property is now classified under the Libertyville Zoning Code and is located in the R-6, R-4 \_\_\_\_\_ District. And Lake County R-1 to be annexed and zoned to Village of Libertyville as R-4 and O.S. openspace.

FOR VARIATION ONLY: Please check the type of variation(s) requested: N/A

<input type="checkbox"/> Front Yard Setback	<input type="checkbox"/> Sign
<input type="checkbox"/> Corner Side Yard Setback	<input type="checkbox"/> Fence
<input type="checkbox"/> Side Yard Setback	<input type="checkbox"/> Lot Coverage
<input type="checkbox"/> Rear Yard Setback	<input type="checkbox"/> Building Coverage
<input type="checkbox"/> Perimeter Landscaped Open Space	<input type="checkbox"/> Building Height
<input type="checkbox"/> Other (specify) _____	

Please attach a detailed narrative description of the requested development action(s).



\_\_\_\_\_  
applicant/representative signature

Nicholas R. Patera  
\_\_\_\_\_  
please print full name

Teska Associates, Inc  
\_\_\_\_\_

627 Grove Street Evanston, IL 60201  
\_\_\_\_\_  
address of applicant/representative

847-563-9720  
\_\_\_\_\_  
phone number

npatera@teskaassociates.com  
\_\_\_\_\_  
e-mail

**NOTE!** If several parties are involved with the project (i.e., architect, engineer, consultant, etc.), please attach a list including the names, addresses and phone numbers of such parties. This application must be complete before it will be accepted by the Village.

Rev. 11.2023

**VILLAGE OF LIBERTYVILLE  
PROPERTY OWNER'S AUTHORIZATION  
FOR PC/ZBA/ARC/HPC**

DATE: January 24, 2025

I, Charles Meyer / Come Tomorrow, LLC., Owner of the  
Property Owner  
property located at 245 Walnut Street Libertyville, IL 60048, do hereby  
Address/Location  
authorize Nicholas Patera to represent me in the following  
Authorized Agent  
PC/ZBA/ARC/HPC matter(s),  
Annexation, Rezoning, Map Amendment, Subdivision Site Plan Approval  
Action(s)  
in the Village of Libertyville.

\_\_\_\_\_  
Notary Signature

(SEAL)

\_\_\_\_\_  
Property Owner Signature

Charles Meyer  
Property Owner Printed Name

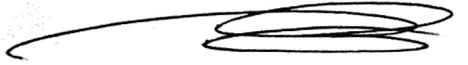
1700 Franklin Boulevard Libertyville, IL 60048  
Address

847-918-8169  
Phone Number

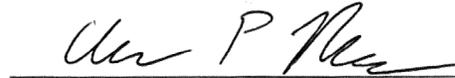
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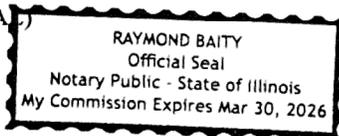


Notary Signature



Property Owner Signature

(SEAL)



Charles Meyer

Property Owner Printed Name

1700 Franklin Boulevard Libertyville, IL 60048  
Address

847-918-8169

Phone Number

Rev. 11.2023

Owner:

Come Tomorrow, LLC.  
Charlie Meyer  
1700 Franklin Blvd. Libertyville, IL 60048  
(847) 918-8169

Site Planners & Landscape Architects:

Teska Associates, Inc.  
Nick Patera  
627 Grove St. Evanston, IL 60201  
(847) 563-9720

Civil Engineers:

Pearson, Brown, & Associates, Inc.  
Angelo Zografos  
1850 W Winchester Rd. Suite 205 Libertyville, IL 60048  
(847) 367-6707

Traffic & Transportation Engineers:

Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA)  
Michael Werthmann  
9575 W Higgins Rd. Suite 400 Rosemont, IL 60018  
(847) 769-4370

Architects & Builders:

A. Perry Homes  
Anthony Perry  
1220 Washington Ave. Wilmette, IL 60091  
(847) 549-0668



January 10, 2025

### **Project Narrative**

Meyer Property - Single Family, Six Lot Residential Subdivision  
245 Walnut Street, Libertyville, IL.

### **Preface – Intro from Owner**

*Greetings all!*

*I am Charlie Meyer, the owner and dreamer behind this proposed development on the North side of town. I'll spare you my life story, but I am a born & raised Libertyvillian with aspirations of moving my young family back to my hometown and reside on the property. Currently, I make the daily commute from Lincoln Park to Libertyville, so that I can lead my family's manufacturing business which is stationed in Libertyville's NW industrial corridor.*

*Folks that know me will call me biased, but Libertyville is truly a one-of-a-kind place.*

*My wife Jenna & I have a soft spot for Libertyville, in no small part to the vibrant downtown, peaceful parks and terrific schools. Many of my fondest memories stem from riding bikes around Adler, Butler and Butterfield Parks. The goal of this small subdivision is to extend a little bit of that Libertyville magic to a few more families, including my own. We believe many people will cherish the proximity to the town center and the tranquility along the Des Plaines River.*



*For the past ~60yrs, the quaint farmhouse and property at 245 Walnut were stewarded by the Nelson family. Once connected, my family quickly bonded with the Nelson's over our shared admiration for the history of the land, the bulk of which will remain untouched post-development. Our new vision is to seek a low-density subdivision that maintains the harmony of the Carriage Hill neighborhood.*

### **Existing Conditions**

- The subject property is 16.5 acres consisting of 10 acres within the Village of Libertyville and 6.5 acres in unincorporated Lake County located in the northwest corner.
- The property presently has one single-family residence and three detached structures on the western Libertyville portion of the property.
- The present home has domestic water, a water well house and a septic system for sanitary sewer. Septic and well will be decommissioned.
- The eastern part of the property contains open lawn, fenced horse pastures and transitions to mature woods extending across to the east shore of the Des Plaines River.
- The Des Plaines River trail is on the west shore running north/south, parallel to the river.
- Des Plaines River floodplain, wetland and floodway zones occupy the eastern part of the property and are defined on the site plan exhibits.



- The west part of the property rises to natural grade elevation which is approximately 32' above the river elevation, floodplain and floodway.
- A single driveway provides access to the property from Walnut Street and will be removed.
- Within the Village of Libertyville corporate limits, the existing residential zone for the westernmost part of the property is 2.4 acres of R-6 (7,500 sq. ft.), the central part of the property is 3.38 acres of R-4 (15,000 sq. ft.), the eastern property is zoned OS- Open Space.
- The Lake County portion of the property is a 'wedge' shaped delineation line at the northeastern corner and is zoned, County R-1 and OS- Open Space.
- Municipal utilities including sanitary sewer, domestic water, electric, natural gas are adjacent to the property on Walnut Street and Winchester Road.

### **Proposed Subdivision**

- As a low-density development, the subdivision is seeking to conform 'by-right' to the village code and zoning and not seeking any special use, variation, or relief as part of this subdivision application.
- A new proposed public road cul-de-sac is planned to connect to Walnut Street and not a through street.
- The existing driveway, home, site buildings and fences will be removed and disposed of offsite.
- Upon approval of the subdivision, individual home and lot site plans will come before the village separately for review and permit separate from this subdivision application.
- The proposed project is a land subdivision development request to support six low-density single family detached homes.
- The existing R-4 and R-6 zoning allows by right for a higher density yield on the property which is not being proposed.
- All the proposed lots are designed to be more generous in size than the minimum required zoning lot sizes and surrounding neighborhood.
- The homesite lots are designed to be in conformance with the existing R-4 and R-6 zoning standards.
- All the homesite building areas are planned to remain outside and above the existing floodplain, wetland and floodway limit boundaries.
- A minor modification of the existing R-4 / R-6 zoning delineation line is requested to conform with the center line of the proposed new road allowing Lot 1 to be contained in a single zoning R-4 district rather than straddling into the R-6 area.
- The wedge of 6.5 acres of (Lake County) R-1 zoned land is part of Lot 1 and is proposed to petition for annexation into the Village of Libertyville as R-4 and Open Space.

### **Stormwater and Engineering**

- All six homes are planned to be served by public municipal water, sewer, gas, electric, cable as standard utilities.
- Stormwater quality and volume release control will be managed within a common homeowner association managed stormwater basin easement located outside of the flood zones.
- Stormwater will be detained outside of the floodway zone and designed in accordance with village engineering standards with a regulated discharge flow outfall directed due east to the Des Plaines River.
- The stormwater basin will be contained within an easement onto Lot 2 and feature a wet vegetated bottom with planted side slopes.



- The stormwater high water level line will be contained within a landform embankment to ensure storm level water flows to the overflow spillway that drains east to the Des Plaines River.
- The domestic water line will be looped around the cul-de-sac to allow recirculation to the public water main on Walnut Street.
- A fire hydrant will be located within the cul-de-sac area.
- The existing floodplain, wetland, or floodway is to remain as-is without modification necessary to support the proposed subdivision.

### **Lighting**

- A new village standard streetlight and pole will be located in the cul-de-sac area.
- An existing village streetlight and pole located at the Walnut Street entry will be relocated about 18' east.

### **Traffic**

- The proposed road is 27' wide back-of-curb, designed as a standard two way village street with on street guest parking regulated by village standards.
- Walnut Street access and egress sight distance will be addressed in the traffic study.
- The cul-de-sac road is designed with auto turn exhibits to accommodate Libertyville Fire Department truck and emergency vehicle turning radius needs.
- The road will feature a curbed, landscaped entry median and center median island in the cul-de-sac.
- Two, 15' wide, one-way access and egress lane widths on either side of the landscaped entry median provide greater than the required 12' minimum for ease of circulation
- A 5' wide concrete sidewalk connecting to Winchester Street sidewalks will be included on both sides of the proposed road.
- Traffic access to Walnut Street and to Carriage Hill Circle loop road and the Milwaukee Avenue intersection will be addressed in the traffic study.

### **Landscape**

- An existing tree inventory and survey has been included along with a tree protection and removal plan.
- Existing woods on the eastern part of the property are not being impacted by the development.
- The proposed new landscape will include grass parkways with deciduous street trees and includes restoration planting of the stormwater basin and graded site area adjacent to the road and stormwater basin.
- Plantings on the south side of the stormwater basin are designed to stabilize the grading and will provide screening to the south neighbors.
- The cul-de-sac and entry median island will be planted with low plantings and canopy trees that do not impede safe sight distance viewing of pedestrians or vehicles.

### **Essential Elements of the Area**

The proposed subdivision will result in a use or development on the subject lot that:

1. Will not be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity.
2. Will not materially impair an adequate supply of light and air to the properties and improvements in the vicinity.



3. Will not substantially increase congestion in the public streets due to traffic or parking.
4. Will not unduly increase the danger of flood or fire.
5. Will not unduly tax public utilities and facilities in the area.
6. Will not endanger the public health or safety.

We look forward to receiving comments from staff and village and appreciate your support.  
Please refer to the site development plans, engineering, and landscape plans for further information.

Sincerely,

Nick Patera - Principal  
Teska Associates, Inc.

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627 Grove St. Evanston, IL 60201  
Direct: 847.563.9720

Form **LLC-5.5(S)**

**Illinois  
Limited Liability Company Act  
Articles of Organization**

**FILE # 14999655**

**Secretary of State Alexi Giannoulias**  
Department of Business Services Limited  
Liability Division  
www.ilsos.gov

**Filing Fee: \$400**

**Approved By: MXB**

**FILED**

**JUL 22 2024**

**Alexi Giannoulias  
Secretary of State**

1. Limited Liability Company Name: COME TOMORROW LLC

2. Address of Principal Place of Business where records of the company will be kept:  
1700 FRANKLIN BLVD

LIBERTYVILLE, IL 60048

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

GOLAN CHRISTIE TAGLIA  
70 W MADISON ST STE 1500  
CHICAGO, IL 60602-4265

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

MEYER, CHARLES P  
1700 FRANKLIN BLVD  
LIBERTYVILLE, IL 60048

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 22, 2024

CHARLES MEYER  
1700 FRANKLIN BLVD  
LIBERTYVILLE, IL 60048

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.



Policy No.: 6310-30-24921216-IL-2024.7251200-232737486

**ALTA OWNER'S POLICY OF TITLE INSURANCE**

Issued by  
**CHICAGO TITLE INSURANCE COMPANY**

**This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature. Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
  - (a) a defect in the Title caused by:
    - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
    - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
    - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - vi. a document not properly filed, recorded, or indexed in the Public Records including the failure to have performed those acts by electronic means authorized by law;
    - vii. a defective judicial or administrative proceeding; or
    - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
  - (b) the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) the effect on the Title of an encumbrance, violation, variation, adverse circumstance,

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning) but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of an improvement on the Land;
  - (c) the subdivision of the Land; or
  - (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
  - (a) of the exercise described in an Enforcement Notice; or
  - (b) the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
  - (a) resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
    - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar



- state or federal creditors' rights law; or
  - ii. voidable transfer under the Uniform Voidable Transactions Act; or
- (b) because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
- i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or

- ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

### DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions

ATA National Title Group, LLC  
 175 E Hawthorn Pkwy Ste 135  
 Vernon Hills, IL 60061-1493  
 Tel:847-281-9332  
 Fax:847-281-9334

CHICAGO TITLE INSURANCE COMPANY

By:



Michael J. Nolan  
 President

Attest:



Marjorie Nemzura  
 Secretary

### EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i the occupancy, use, or enjoyment of the Land;
  - ii the character, dimensions or location of any improvement on the Land;
  - iii the subdivision of land; or
  - iv environmental remediation or protection;
- (b) any governmental forfeiture, police, regulatory, or national security power.
- (c) the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A, is a:
    - (a) fraudulent conveyance or fraudulent transfer;
    - (b) voidable transfer under the Uniform Voidable Transactions Act; or
    - (c) preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the



coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## CONDITIONS

### 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- (a) "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- (b) "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- (c) "Date of Policy": The Date of Policy stated in Schedule A.
- (d) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (e) "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACA-PSA Trust.
- (f) "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- (g) "Insured":
  - i. a. The Insured named in Item 1 of Schedule A;
  - b. the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
  - c. the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
  - d. the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
  - e. the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
    - (1). an Affiliate;
    - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
    - (3). a spouse who receives the Title because of a dissolution of marriage;
    - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
    - (5). another Insured named in Item 1 of Schedule A.
- (h) "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- (i) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (j) "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (k) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (l) "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- (m) "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (n) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (o) "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- (p) "Unmarketable Title": The Title affected by an



alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- (a) retains an estate or interest in the Land;
- (b) owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- (c) has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- (a) any litigation or other matter for which the Company may be liable under this policy; or
- (b) any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters

insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

(b) The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

(c) When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- (a) *To Pay or Tender Payment of the Amount of Insurance.*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

(b) *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

**8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- (a) The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
- i. the Amount of Insurance; or
  - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- (b) Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- (c) If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- (d) If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
- i. the Amount of Insurance will be increased by 15%; and
  - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action,

proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- (e) In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

**9. LIMITATION OF LIABILITY**

- (a) The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
- i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
  - ii. cures the lack of a right of access to and from the Land; or
  - iii. cures the claim of Unmarketable Title, all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- (b) The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- (c) The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- (d) The Company is not liable for the content of the Transaction Identification Data, if any.

**10. REDUCTION OR TERMINATION OF INSURANCE**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

**13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**

- (a) If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or



litigation involving these rights and remedies.

- (b) If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- (c) The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

#### 14. POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- (b) Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
  - i. modify any prior endorsement,
  - ii. extend the Date of Policy,
  - iii. insure against loss or damage exceeding the Amount of Insurance, or
  - iv. increase the Amount of Insurance.

#### 15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

#### 16. CHOICE OF LAW AND CHOICE OF FORUM

##### (a) Choice of Law

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

##### (b) Choice of Forum

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

#### 17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

#### 18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

#### 19. ARBITRATION

- (a) All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- (b) ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- (c) *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- (d) Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

**For Texas Residents:** For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

**For Utah Residents:** For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Virginia Residents:** For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent to this Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF’s [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

Policy No.: 7251200-232737486  
File No.: 24921216-IL

**ALTA OWNER'S POLICY OF TITLE INSURANCE**  
issued by  
**Chicago Title Insurance Company**

**Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:**

Issuing Agent: **ATA NATIONAL TITLE GROUP, LLC**  
Issuing Office: **175 E. Hawthorn Pkwy., Suite 135**  
**Vernon Hills, IL 60061**  
**Ph: (847) 281-9332 Fax: (847) 281-9334**

Issuing Agent's ALTA Registry ID: **1033513**  
Issuing Office File Number: **24921216-IL**  
Property Address: **245 Walnut Street, Libertyville IL 60048**

**SCHEDULE A**

Name and Address of Title Insurance Company:  
**Chicago Title Insurance Company**  
**601 Riverside Avenue, Jacksonville, Florida 32204**

Policy Number: **7251200-232737486**  
Amount of Insurance: **\$1,750,000.00**  
Date of Policy: **August 30, 2024**

1. The Insured is: **Come Tomorrow LLC**
2. The estate or interest in the Land insured by this Policy is: **Fee Simple**
3. The Title is vested in: **Come Tomorrow LLC**
4. The Land referred to in this Policy is described as: **Situated in the County of Lake, State of Illinois**

**SEE EXHIBIT A**

**Chicago Title Insurance Company**



By:

*Michael J. Nolan*  
Michael J. Nolan  
President

Attest:

*Marjorie Nemzura*  
Marjorie Nemzura  
Secretary

COUNTERSIGNED:  
**ATA National Title Group, LLC**

*Steven W. Brown*

By: Steven W. Brown  
AUTHORIZED SIGNATORY



**EXHIBIT "A"**

Situated in the County of Lake, State of Illinois

**LOT 5 IN MILLER AND AUSTIN'S SUBDIVISION OF PART OF LOT 7 OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16 AND A PART OF THE SOUTH HALF OF SECTION 9, IN TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 1914, AS DOCUMENT 156883, IN BOOK "J" OF PLATS, PAGE 32, IN LAKE COUNTY, ILLINOIS.**

## Chicago Title Insurance Company

### SCHEDULE B

#### EXCEPTIONS FROM COVERAGE

Policy Number: **7251200-232737486**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any leases or easement identified in Schedule A, and the following matters.:

1. Right or claims of parties in possession not shown by the public records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. General taxes for the year(s) 2024 and subsequent years.

Permanent Index Number: 11-16-201-012 (1 of 2)

(Affects part of the property)

8. General taxes for the year(s) 2024 and subsequent years.

Permanent Index Number: 11-09-407-011 (2 of 2)

(Affects part of the property)

9. An Ordinance relating to the installation of a sanitary sewer main, of the Village of Libertyville, Illinois, commonly referred to as the Winchester Road Sewer Main Improvement, making provisions for tapping in, to provide sewer service upon payment of pro rata parts of the cost of installation as ascertained and specified by the corporate authorities, and providing penalties for the violation of the provisions thereof, as set forth in Instrument dated February 1, 1966 and recorded February 8, 1966 as Document 1294309.
10. Trail Easement by and between the Lake County Forest Preserve District and Herbert O. Nelson et al, recorded December 1, 1991 as document no. 3089988, and the terms and conditions thereof. (See document for particulars)
11. Rights of the United States of America, State of Illinois, the municipality and the Public, in and to that part of the land herein falling in the bed of the Des Plaines River; also rights of the property owners in and to the free and unobstructed flow of the waters of said river.

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
POLICY NUMBER 7251200-232737486

Issued by

**Chicago Title Insurance Company**

POLICY MODIFICATION ENDORSEMENT 4

GENERAL EXCEPTION NUMBERS 1-6  
OF SCHEDULE B OF THIS POLICY ARE HEREBY DELETED.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**Chicago Title Insurance Company**

**ATA National Title Group, LLC**



By: Steven W. Brown

AUTHORIZED SIGNATORY







# PLAT OF SURVEY

LOT 5 IN WILSON AND AUSTIN SUBDIVISION OF A PART OF SE 7 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16 AND A PART OF THE SOUTH HALF OF SECTION 9, IN TOWNSHIP 44 NORTH, RANGE 12E, COUNTY OF LAKE, ILLINOIS. THIS PLAT OF SURVEY WAS RECORDED IN BOOK 156883, IN BOOK "J" OF PLATS, PAGE 32, IN LAKE COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:  
245 WALNUT STREET, LIBERTYVILLE, IL  
PARCEL AREA = 723,772 S.F.  
PINS: 11-18-201-012

104.12' ±  
1919.53' ±  
N 78°53'14" E 118.17' ±

940.00'

Found 5/8" Iron Rod

GRAVEL

28.90' ±  
S 68°11'30" E

100' Easement per Document 156888

180.00' ±  
S 48°11'52" E

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

95'

Found 5/8" Iron Rod

GRAVEL

78.59' ±  
S 78°59'06" W 100.00' ±  
S 79°14'14" E 100.00' ±

1814.57' ±  
1819.53' ±

1819.53' ±

1819.53' ±

1819.53' ±

1819.53' ±

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1819.53' ±

1819.53' ±

1819.53' ±

1819.53' ±

SHEET 2 OF 2

SEE SHEET 1 OF 2

Lot 5

South line of the SE 1/4 of Section 9-44-11

North line of the NE 1/4 of Section 16-44-11

402.27' ±  
S 03°33'08" W 100.00' ±  
S 03°33'19" W 100.00' ±

397.97' ±

397.97' ±

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397.97' ±

397.97' ±

397.97' ±

FIELDWORK COMPLETED: 11-02-2024  
CLIENT NAME: Johnson, Brown and Associates, Inc.  
ADDRESS: 1015 GARYLAKES BLVD, SUITE 203  
LIBERTYVILLE, IL 62050  
NOTES:  
PLAT IS VOID if the Impressed Surveyors Seal does not appear.  
This plat is a subdivision of a larger tract of land as shown on the Subdivision Plat or from a Recorded Document or a show hereon; check local ordinances before building.  
Compare your description and site markings with this plat AT ONCE upon receipt of this plat.  
RE: ALLEN AND ASSOCIATES, LTD.  
PROFESSIONAL LAND SURVEYOR  
1015 GARYLAKES BLVD, SUITE 203  
LIBERTYVILLE, ILLINOIS 62050  
PHONE: 618-223-0914 FAX: 618-223-0980



# SITE & LANDSCAPE PLAN EXHIBITS MEYER SUBDIVISION 245 WALNUT STREET, LIBERTYVILLE, IL 60048



SITE PLANNERS & LANDSCAPE ARCHITECTS  
**TESKA ASSOCIATES, INC.**  
 627 GROVE STREET  
 EVANSTON, IL 60201  
 P: 847-869-2015 F: 847-869-2059

CIVIL ENGINEERS OF RECORD  
**PEARSON, BROWN, & ASSOCIATES, INC.**  
 1850 WEST WINCHESTER ROAD, SUITE 205  
 LIBERTYVILLE, IL 60048  
 P: 847-367-6707

OWNER  
**COME TOMORROW, LLC.**  
 1700 FRANKLIN BOULEVARD  
 LIBERTYVILLE, IL 60048  
 P: 847-918-8169

Sheet List Table	
Sheet Number	Sheet Title
SP-1	Cover Sheet
SP-2	Aerial Photograph of Site
SP-3	Annexation Plan
SP-4	Zoning Amendment Plan
SP-5	Tree Protection & Removal Plan
SP-6	Tree Inventory
SP-7	Illustrative Context Plan
SP-8	Illustrative Site Plan
SP-9	Landscape Planting Plan

DRAWINGS PREPARED BY:

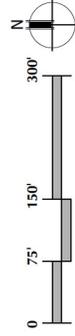




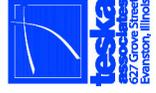
AERIAL PHOTOGRAPH OF SITE  
**MEYER SUBDIVISION**

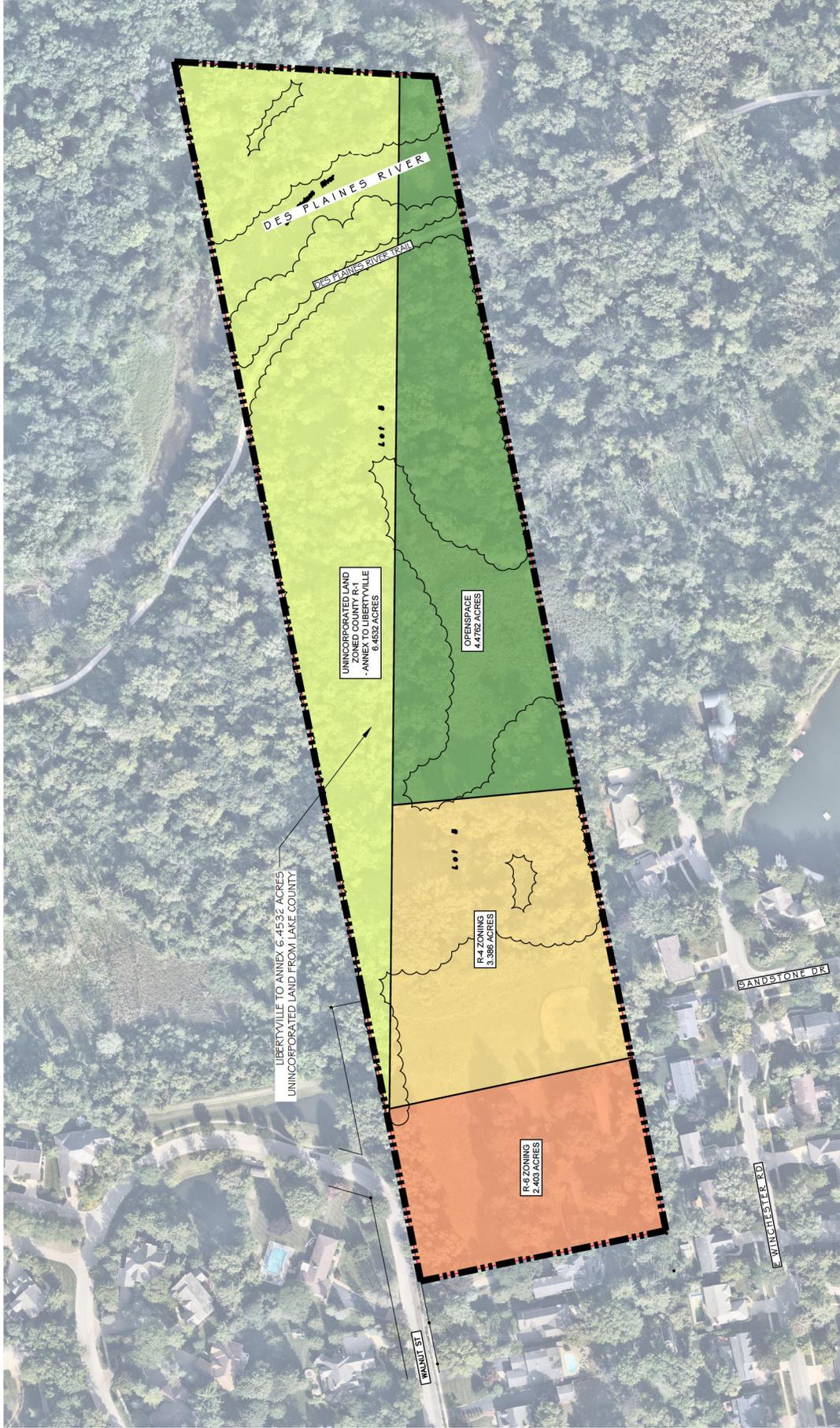
Libertyville, IL

January 10th, 2025



**.A.P.** A. PERRY HOMES  
 ARCHITECTS BUILDERS REDEVELOPERS





DES PLAINES RIVER

DES PLAINES RIVER TRAIL

UNINCORPORATED LAND  
ZONED COUNTY R-1  
-ANNEX TO LIBERTYVILLE  
6,453.2 ACRES

OPENSOURCE  
4,476.2 ACRES

R-4 ZONING  
3,386 ACRES

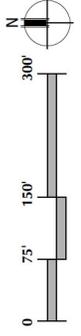
R-6 ZONING  
2,403 ACRES

LIBERTYVILLE TO ANNEX 6,453.2 ACRES  
UNINCORPORATED LAND FROM LAKE COUNTY

WAUKEET ST

SANDSTONE DR

WINKLETEX RD



N

300'

150'

75'

0

0

75'

150'

300'

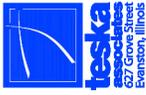
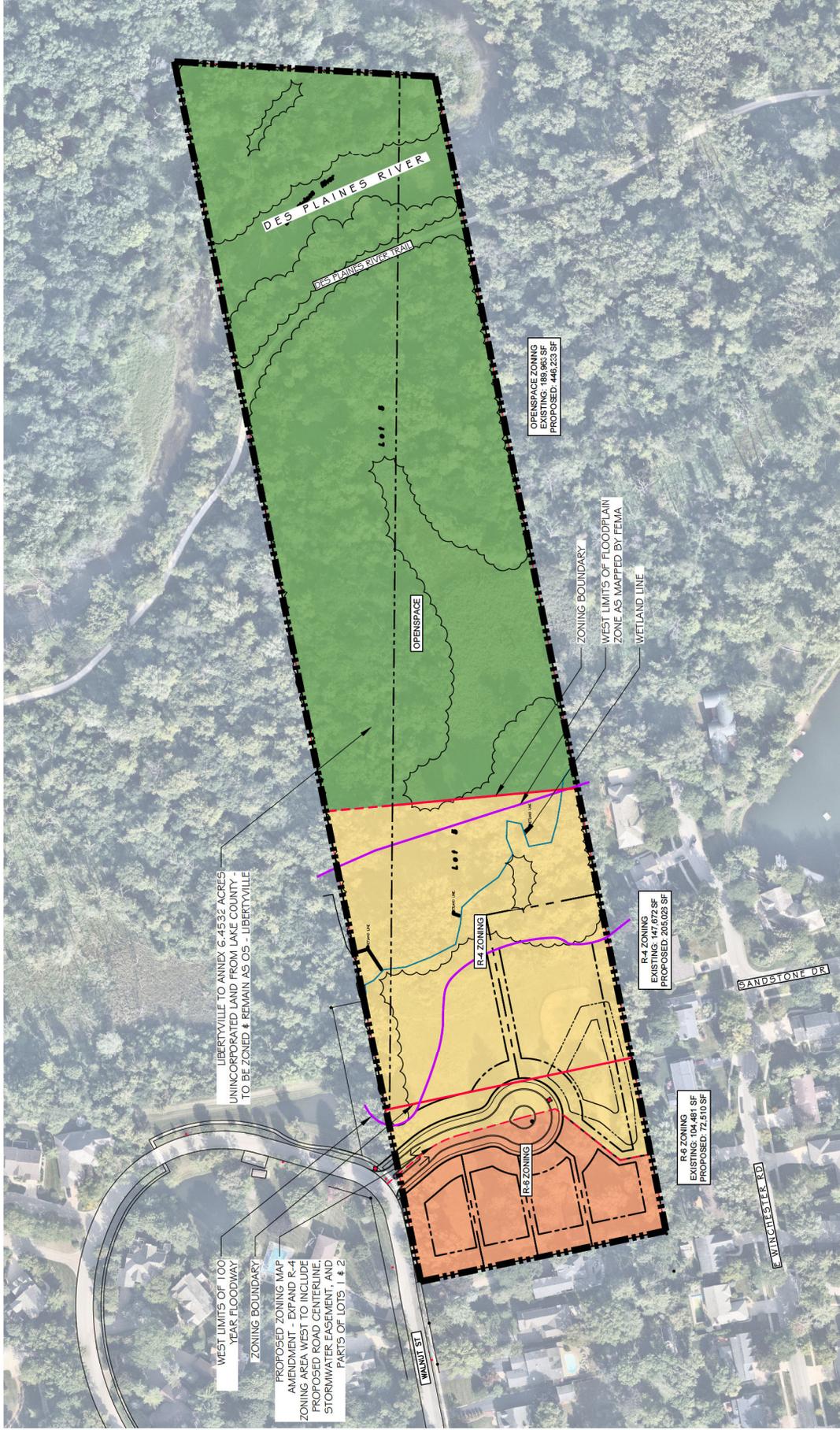


A. PERRY HOMES  
ARCHITECTS BUILDERS REDEVELOPERS

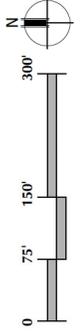


ANNEXATION PLAN  
**MEYER SUBDIVISION**  
Libertyville, IL

January 10th, 2025



**A.P.** ARCHITECTS BUILDERS REDEVELOPERS  
**A. PERRY HOMES**



January 10th, 2025

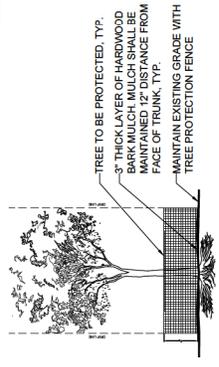
**PROPOSED ZONING MAP AMENDMENT  
MEYER SUBDIVISION**

Libertyville, IL

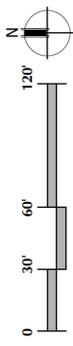
EXISTING TREES TO BE REMOVED						EXISTING TREES TO BE REMOVED					
TREE NUMBER	SIZE (DBH)	SPECIES	GROUP	REPLACEMENT	CONDITION (A=1 BEING GOOD, B=2 BEING DEAD)	TREE NUMBER	SIZE (DBH)	SPECIES	GROUP	REPLACEMENT	CONDITION (A=1 BEING GOOD, B=2 BEING DEAD)
10	31" DBH	Chaparral	C	1 TREE	4	110	7" DBH	Austrian Pine	C	0 TREES	3
12	28" DBH	Chaparral	C	1 TREE	4	111	38" DBH	Willow	C	1 TREE	3
13	13" DBH	Bowditch	C	1 TREE	4	112	9" DBH	Shore Elm	D	N/A	4
14	10" DBH	Bowditch	C	1 TREE	4	113	10" DBH	Spice	B	2 TREES	3
15	18" DBH	Bowditch	C	1 TREE	3	114	11" DBH	Shore Elm	D	N/A	3
16	15" DBH	Chaparral	C	1 TREE	4	115	7" DBH	Shore Elm	D	N/A	4
17	30" DBH	Chaparral	C	1 TREE	4	116	9" DBH	Shore Elm	D	N/A	3
18	34" DBH	Chaparral	C	1 TREE	4	117	9" DBH	Shore Elm	D	N/A	3
19	13" DBH	Bowditch	C	1 TREE	5	118	12" DBH	Shore Elm	D	N/A	3
20	4" DBH	Bowditch	C	1 TREE	4	119	12" DBH	Willow	C	1 TREE	4
21	13" DBH	Chaparral	C	1 TREE	4	120	9" DBH	Shore Elm	D	N/A	3
22	34" DBH	Chaparral	C	1 TREE	4	121	6" DBH	Shore Elm	D	N/A	3
23	15" DBH	Bowditch	C	1 TREE	4	122	7" DBH	Shore Elm	D	N/A	3
24	12" DBH	Bowditch	C	1 TREE	4	123	21" DBH	Willow	C	1 TREE	3
25	14" DBH	Bowditch	C	1 TREE	4	124	30" DBH	Willow	C	1 TREE	3
26	13" DBH	Bowditch	C	1 TREE	3	204	17" DBH	Spice	B	2 TREES	3
27	17" DBH	Bowditch	C	1 TREE	4	205	20" DBH	Honey Locust	B	2 TREES	5
28	9" DBH	Bowditch	C	0 TREES	5	207	16" DBH	Red Cedar	-	N/A	4
29	20" DBH	Bowditch	C	1 TREE	4	208	6" DBH	Spice	B	2 TREES	6
30	13" DBH	Bowditch	C	1 TREE	4	209	9" DBH	White Pine	B	2 TREES	3
37	20" DBH	Bowditch	C	1 TREE	5	210	11" DBH	Spice	B	2 TREES	6
38	12" DBH	Bowditch	C	1 TREE	4	211	17" DBH	Spice	B	2 TREES	6
39	10" DBH	Bowditch	C	1 TREE	4	212	6" DBH	Spice	B	2 TREES	6
40	12" DBH	Hemlock	A	1 TREE	4	213	9" DBH	Spice	B	2 TREES	6
64	9" DBH	Apple	A	3 TREES	4	214	9" DBH	Spice	B	2 TREES	3
65	9" DBH	Hedge	-	N/A	4	215	14" DBH	Spice	B	2 TREES	6
66	8" DBH	Pear	B	2 TREES	3	216	12" DBH	White Cedar	-	N/A	3
67	30" DBH	Honey Locust	B	2 TREES	3	217	12" DBH	Spice	B	2 TREES	3
68	20" DBH	White Cedar	-	N/A	3	219	30" DBH	Honey Locust	B	2 TREES	5
69	30" DBH	Honey Locust	B	2 TREES	3	220	27" DBH	Spice	B	2 TREES	3
70	14" DBH	Spice	B	2 TREES	6	221	14" DBH	Spice	B	2 TREES	5
71	8" DBH	English Walnut	-	N/A	4	222	11" DBH	Spice	B	2 TREES	6
72	7" DBH	English Walnut	-	N/A	3	223	6" DBH	Malberry	D	N/A	3
73	24" DBH	Malberry	D	N/A	3	224	17" DBH	Red Cedar	-	N/A	4
104	7" DBH	Spice	B	0 TREES	3	225	6" DBH	Bowditch	C	0 TREES	3
108	21" DBH	Willow	C	1 TREE	3	226	31" DBH	Honey Locust	B	2 TREES	5
107	32" DBH	Willow	C	1 TREE	3	227	14" DBH	White Cedar	-	N/A	3
108	20" DBH	Willow	C	1 TREE	3	228	7" DBH	Red Cedar	-	N/A	3
109	10" DBH	Austrian Pine	C	1 TREE	3	229	9" DBH	Shore Elm	D	N/A	3
Total				38 Trees		Total				38 Trees	



TREE INVENTORY PERFORMED BY SUNRISE TREE - NOVEMBER 7TH, 2024.  
SEE SP-6 FOR FULL TREE INVENTORY.



TREE PROTECTION FENCING, TYP.

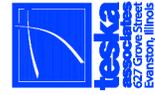


TREE PROTECTION & REMOVAL PLAN  
**MEYER SUBDIVISION**  
Libertyville, IL

January 10th, 2025



**A. PERRY HOMES**

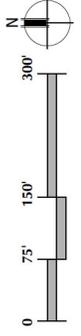


Tree Inventory Station	Tree Inventory Survey	Tree Inventory Notes	Tree Inventory Location	Tree Inventory Species	Tree Inventory Condition (1-6) (1=HEALTHY, 6=DEAD)	Tree Inventory Diameter (DBH)	Tree Inventory Height	Tree Inventory Comments
1	18	Bovelder			3			
2	15	Bovelder			4			
3	12	Bovelder			3			
4	16	Bovelder			3			
5	13	Bovelder			4			
6	12	Bovelder			4			
7	15	Bovelder			5			
8	17	Osage Orange			4			
9	25	Osage Orange			3			
10	31	Osage Orange			4			
11	14	Bovelder			3			
12	28	Osage Orange			4			
13	13	Bovelder			4			
14	15	Bovelder			4			
15	18	Bovelder			3			
16	15	Osage Orange			4			
17	30	Osage Orange			4			
18	34	Osage Orange			4			
19	13	Bovelder			5			
20	17	Bovelder			4			
21	13	Osage Orange			4			
22	34	Osage Orange			4			
23	15	Bovelder			4			
24	12	Bovelder			4			
25	14	Bovelder			4			
26	13	Bovelder			3			
27	17	Bovelder			4			
28	6	Bovelder			5			
29	20	Bovelder			4			
30	13	Bovelder			4			
31	12	Bovelder			3			
32	12	Bovelder			3			
33	9	Black Cherry			4			
34	18	Bovelder			3			
35	24	Bovelder			5			
36	27	Bovelder			4			
37	20	Bovelder			5			
38	12	Bovelder			4			
39	18	Bovelder			4			
40	12	Hawthorn			4			
41	10	Bovelder			3			
42	26	Bovelder			5			
43	11	Bovelder			3			
44	12	Bovelder			3			
45	11	American Elm			3			
46	14	Bovelder			4			
47	11	American Elm			6			
48	16	Bovelder			3			
49	16	Bovelder			2			
50	8	Bovelder			6			
51	11	Bovelder			3			
52	16	Bovelder			3			
53	11	Black Cherry			3			
54	31	Bovelder			4			

55	14	Bovelder		4				
56	12	Black Cherry		5				
57	35	Silver Maple		3				
58	6	Apple		5				
59	15	Pear		5				
60	7	Apple		4				
61	14	Pear		5				
62	13	Apple		3				
63	17	Cherry		5				
64	9	Apple		4				
65	6	Plum		4				
66	8	Pear		3				
67	38	Honey Locust		4				
68	20	White Cedar		3				
69	30	Honey Locust		3				
70	14	Osage Orange		6				
71	8	English Walnut		4				
72	7	English Walnut		3				
73	24	Mulberry		3				
74	15	Black Walnut		3				
75	12	American Elm		6				
76	32	Black Cherry		5				
77	6	Bovelder		5				
78	11	Bovelder		4				
79	10	American Elm		3				
80	20	Bovelder		4				
81	15	Bovelder		4				
82	7	Bovelder		4				
83	7	Bovelder		4				
84	17	Honey Locust		3				
85	9	Bovelder		4				
86	7	American Elm		3				
87	15	Bovelder		4				
88	18	American Elm		3				
89	22	American Elm		3				
90	9	Bovelder		4				
91	12	Bovelder		4				
92	8	Black Walnut		3				
93	7	Ash		6				
94	18	Bovelder		5				
95	29	Bovelder		5				
96	34	American Elm		6				
97	16	Black Walnut		3				
98	10	Apple		5				
99	17	American Elm		6				
100	8	Apple		6				
101	19	Bovelder		4				
102	16	Pear		4				
103	6	Pear		3				
104	7	Osage Orange		3				
105	8	Australian Pine		4				
106	21	Willow		3				
107	32	Willow		3				
108	26	Willow		3				
109	10	Australian Pine		3				
110	7	Australian Pine		3				
111	38	Willow		3				
112	9	Sheridan Elm		4				
113	10	Osage Orange		4				
114	11	Sheridan Elm		3				
115	7	Sheridan Elm		3				
116	9	Sheridan Elm		4				
117	16	Sheridan Elm		3				

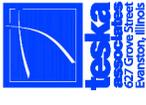
117	9	Sheridan Elm		3				
118	12	Sheridan Elm		3				
119	13	Willow		4				
120	9	Sheridan Elm		3				
121	6	Sheridan Elm		3				
122	7	Sheridan Elm		3				
123	21	Willow		3				
124	35	Willow		3				
125	9	Sheridan Elm		3				
126	7	Sheridan Elm		3				
127	6	Sheridan Elm		6				
128	6	Sheridan Elm		4				
129	10	Sheridan Elm		4				
130	13	Osage Orange		4				
131	8	Osage Orange		3				
132	11	Osage Orange		3				
133	6	Osage Orange		3				
134	18	Willow		4				
135	24	Willow		3				
136	13	Apple		3				
137	32	Willow		3				
138	23	Willow		4				
139	9	Apple		5				
140	26	Bovelder		3				
141	11	Apple		4				
142	19	Willow		5				
143	10	Osage Orange		3				
144	6	Osage Orange		3				
145	15	Norway Maple		3				
146	6	Osage Orange		3				
147	51	Willow		3				
148	13	Norway Maple		3				
149	11	Mulberry		4				
150	6	Red Cedar		5				
151	8	Red Cedar		4				
152	9	Red Cedar		4				
153	9	Red Cedar		4				
154	7	Red Cedar		4				
155	7	Red Cedar		4				
156	9	Red Cedar		4				
157	7	Red Cedar		4				
158	18	Black Cherry		3				
159	6	Mulberry		5				
160	16	White Cedar		4				
161	10	White Pine		3				
162	7	Mulberry		3				
163	25	Honey Locust		4				
164	26	Honey Locust		3				
165	9	Red Cedar		4				
166	19	Osage Orange		3				
167	22	Osage Orange		3				
168	9	Red Cedar		5				
169	23	Osage Orange		3				
170	19	Osage Orange		4				
171	24	Osage Orange		3				
172	9	Osage Orange		4				
173	17	White Cedar		3				
174	12	White Cedar		4				
175	19	Osage Orange		4				
176	16	Osage Orange		4				
177	9	White Cedar		5				
178	16	Osage Orange		3				

179	9	Osage Orange		4				
180	12	Osage Orange		6				
181	8	Osage Orange		6				
182	25	Osage Orange		3				
183	13	Osage Orange		3				
184	19	Osage Orange		4				
185	11	Osage Orange		6				
186	8	Osage Orange		5				
187	14	Osage Orange		4				
188	12	Osage Orange		6				
189	7	Osage Orange		5				
190	8	Osage Orange		5				
191	15	Osage Orange		3				
192	14	Osage Orange		4				
193	6	Osage Orange		6				
194	10	Osage Orange		6				
195	15	Osage Orange		4				
196	13	Osage Orange		4				
197	31	Osage Orange		3				
198	9	Osage Orange		3				
199	9	Osage Orange		3				
200	9	Osage Orange		6				
201	9	Osage Orange		6				
202	25	Osage Orange		3				
203	13	Osage Orange		3				
204	13	Osage Orange		3				
205	28	Honey Locust		5				
206	22	Honey Locust		5				
207	18	Red Cedar		4				
208	8	Osage Orange		6				
209	9	White Pine		3				
210	11	Osage Orange		6				
211	13	Osage Orange		6				
212	9	Osage Orange		6				
213	9	Osage Orange		6				
214	9	Osage Orange		3				
215	14	Osage Orange		6				
216	12	White Cedar		3				
217	12	Osage Orange		3				
218	11	Mulberry		4				

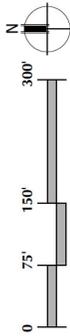
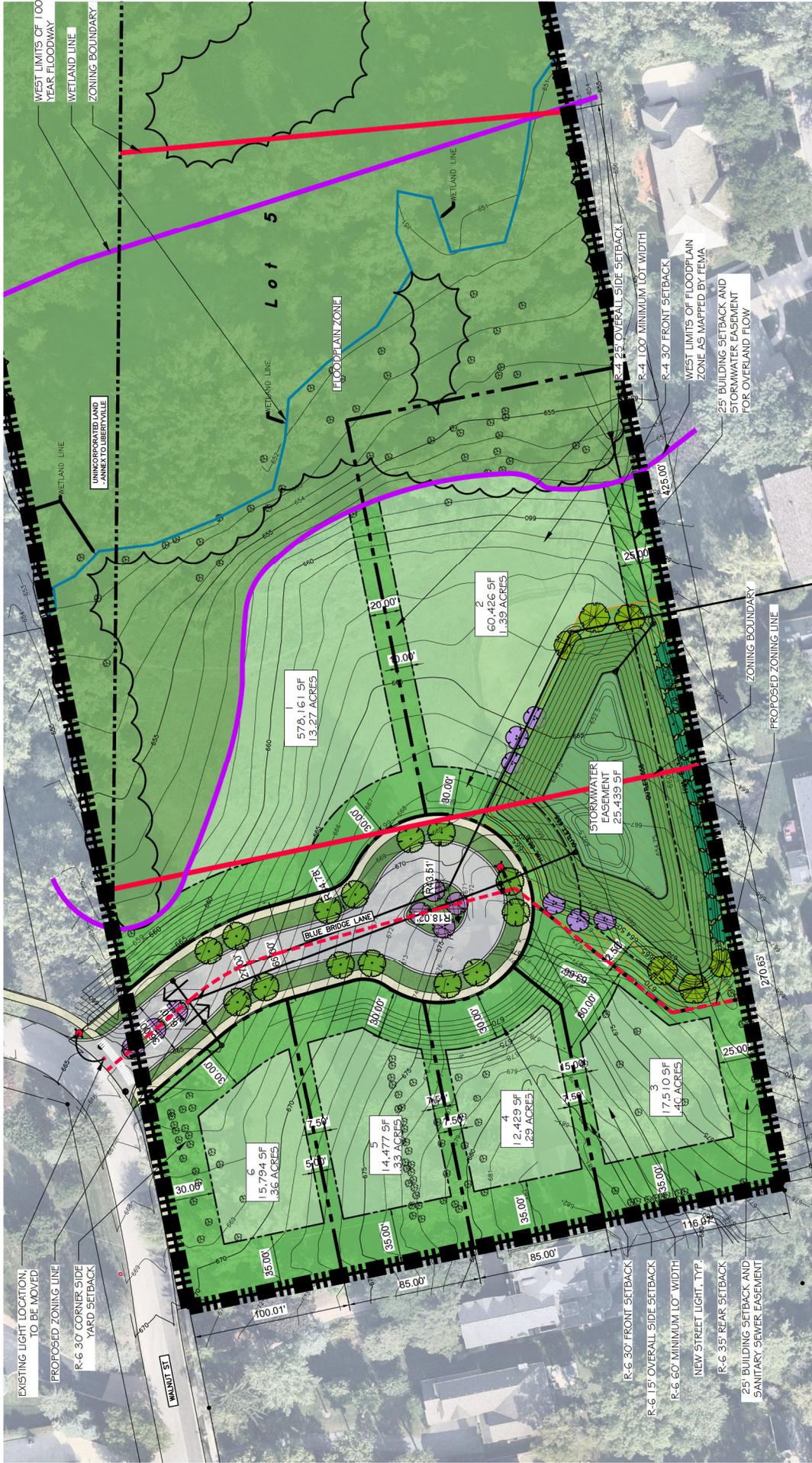


January 10th, 2025

ILLUSTRATIVE CONTEXT PLAN  
**MEYER SUBDIVISION**  
 Libertyville, IL



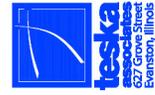
**.A.P.** ARCHITECTS BUILDERS REDEVELOPERS  
**A. PERRY HOMES**



January 10th, 2025

ILLUSTRATIVE SITE PLAN  
MEYER SUBDIVISION

Libertyville, IL

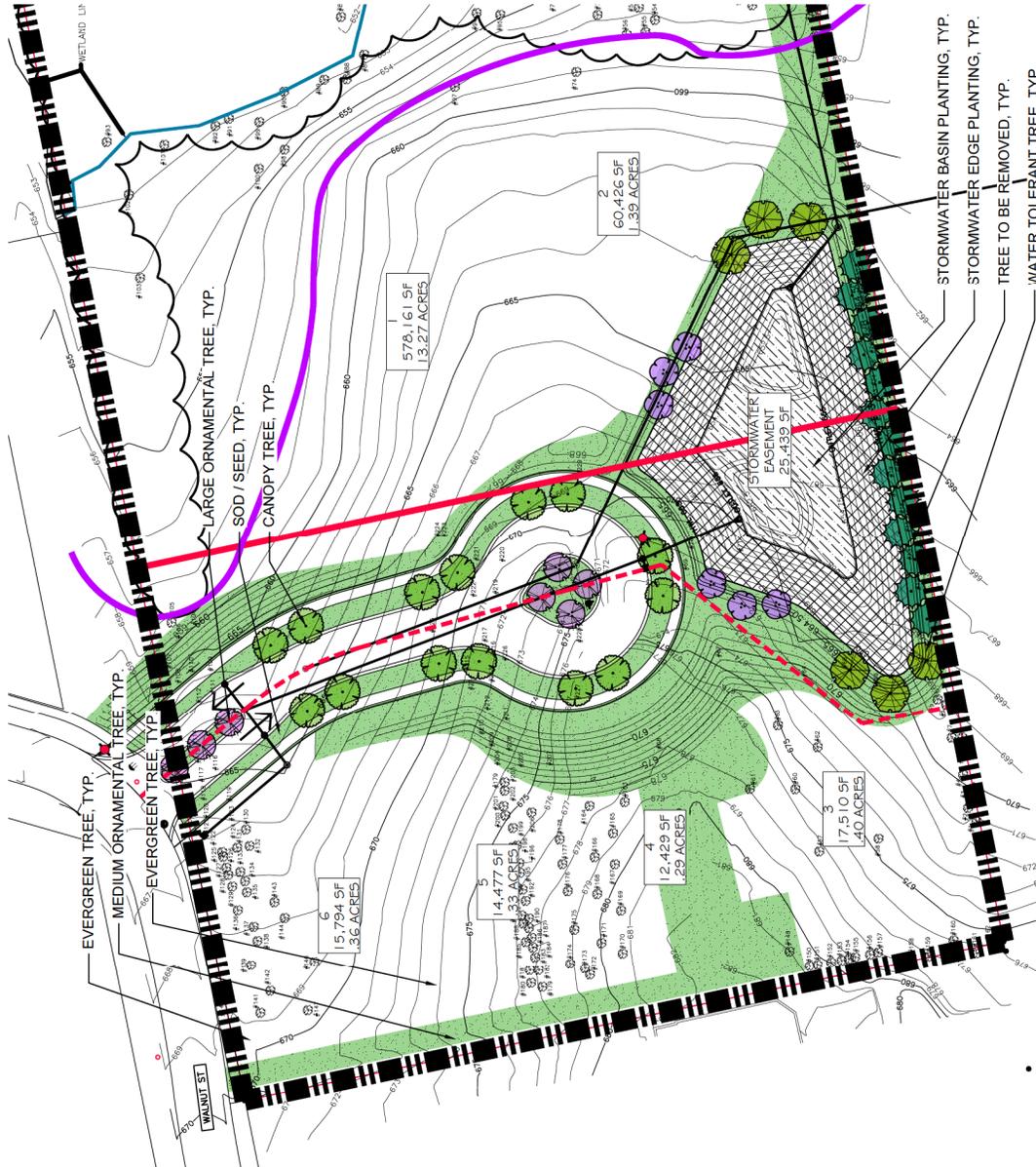


A.P. ARCHITECTS BUILDERS REDEVELOPERS

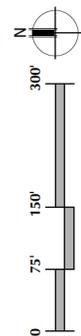
A. PERRY HOMES

COMMON AREA CONCEPTUAL PLANT SCHEDULE

- CANOPY TREES**
  - 6 TO 8 FOOT HEIGHT, 8.8B
    - ACER SACCHARUM / SUGAR MAPLE
    - CELTIS OCCIDENTALIS / HACKBERRY
    - PLATANUS X ACERIFOLIA / LONDON PLANETREE
    - QUERCUS ELIPSOIDALIS / NORTHERN PIN OAK
    - ULMUS PARVIFOLIA / FRONTIER / FRONTIER ELM
  - WATER TOLERANT TREES
    - 20 TO 30 FOOT HEIGHT, 8.8B
      - ACER FREEMANII / AUTUMN BLAZE MAPLE
      - ACER RUBRUM / FRANK JR. / TM / REDPOINTE RED MAPLE (MULTISTEM)
      - BETULA NIGRA / CULLY / HERITAGE RIVER BIRCH
      - QUERCUS BICOLOR / SWAMP WHITE OAK
      - METASQUOIA GLYPHOSTROBODES / DAWN REDWOOD
      - LIQUIDAMBAR STRACIFLUA / ROTUNDILOBA / ROUND-LEAVED SWEET GUM
  - EVERGREEN TREES**
    - 4 TO 8 FOOT HEIGHT, 8.8B
      - CHAMAECYPARIS LAWSONIANA / SMNCLBF / PINPOINT@BLUE PORT ORFORD CEDAR
      - PINUS CEMBRA / KLEIN / SILVER WHISPER™ SWISS STONE PINE
      - JUNIPERUS SCOPULORUM / SKYROCKET / SKYROCKET JUNIPER
      - THUJA OCCIDENTALIS / AMERICAN PILLAR ARBORVITAE
      - THUJA OCCIDENTALIS / SMARAGD / EMERALD GREEN ARBORVITAE
    - LARGE ORNAMENTAL TREE
      - 8 TO 10 FOOT HEIGHT, 8.8B, SINGLE OR MULTI-STEM
        - BETULA POPULIFOLIA / WHITESPIRE / WHITESPIRE BIRCH
        - CORNUS MAS / GOLDEN GLORY / GOLDEN GLORY CORNELIAN CHERRY
        - STRINGA RETICULATA / IVORY SILK / IVORY SILK JAPANESE TREE LILAC
    - MEDIUM ORNAMENTAL TREE**
      - 6 TO 8 FOOT HEIGHT, 8.8B, SINGLE OR MULTI-STEM
        - AMELANCHIER X GRANDIFLORA / APPLE SERVICEBERRY
        - CERCIS CANADENSIS / EASTERN REDBUD
        - CORNUS KOUSA / KOUSA DOGWOOD
        - CRATAEGUS CRUS-GALLI / COCKSPUR HAWTHORN
        - MALUS X / RED JADE / RED JADE CRAB APPLE
    - PERENNIALS OR GROUNDCOVER**
      - 1 GAL @ 24" O.C. CG
        - ECHINACEA PURPUREA / PURPLE CONEFLOWER
        - GERANIUM MACRORRHIZUM / BEVAN'S VARIETY / BEVAN'S VARIETY BIGROOT GERANIUM
        - HEMEROCALLIS X 'HAPPY RETURNS' / HAPPY RETURNS DAYLILY
        - HOSTA 'MELANICOLOR' / ANGEL WINGS / MELANICOLOR HOSTA
        - VINCA MINOR / DART'S BLUE / DART'S BLUE PERIWINKLE
    - SOD/SEED**
      - DROUGHT TOLERANT TURF
      - STORMWATER BASIN
      - IDOT CLASS 4B WETLAND GRASS & SEDGE MIXTURE
      - STORMWATER EDGES
      - CLESEEN SUNSHADE MIX



REPLACEMENT TREES NEEDED: 76  
 REPLACEMENT TREES PROVIDED: 46 (20 CANOPY, 13 EVERGREEN, 13 ORNAMENTAL)  
 TO MEET TREE REPLACEMENT REQUIREMENTS, PLANTINGS ON INDIVIDUAL LOTS SHALL BE COORDINATED WITH RESPECTIVE HOME AND LOT DEVELOPMENT.



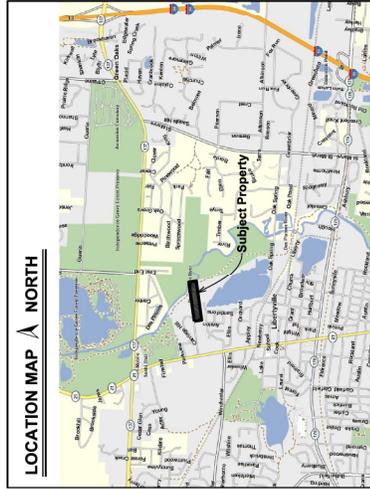
CONCEPTUAL PLANTING PLAN  
 MEYER SUBDIVISION  
 Libertyville, IL

**A.P.** ARCHITECTS BUILDERS REDESIGNERS  
 A. PERRY HOMES

teska associates  
 627 Grove Street  
 Evanston, Illinois

# PRELIMINARY ENGINEERING FOR MEYER SUBDIVISION

## 245 WALNUT STREET, LIBERTYVILLE, ILLINOIS 60048



### INDEX

1. COVER SHEET
2. EXISTING CONDITIONS
3. DEMOLITION PLAN
4. GEOMETRIC PLAN
5. GRADING PLAN
6. UTILITY PLAN

### LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED

**BENCHMARKS:**  
 BENCHMARK BROWN SHEET  
 BENCHMARK DEMONSTRATION BASIN  
 BENCHMARK DEMONSTRATION MANHOLE  
 BENCHMARK ELEVATION TOWER

**SITE BENCHMARK:** POINT CUT CROSS ON NORTH CONCRETE CURB  
 ACCESS EXISTING DRIVEWAY ACCESS INTO SUBJECT PROPERTY,  
 FINISH ELEVATION 443.85

**PROPERTY INDEX NUMBER:**  
 1-82-47-411

**DRAINAGE CERTIFICATE**  
 TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS  
 WILL NOT BE CHANGED BY THIS DEVELOPMENT. THE DRAINAGE OF SURFACE WATERS  
 WILL BE CHANGED BY THE CONSTRUCTION AND OPERATION OF SUCH SURFACE WATERS  
 PROGRAM HAS BEEN MADE FOR COLLECTION AND OVERFLOW OF SUCH SURFACE WATERS  
 SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY APPLICABLE  
 THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS DEVELOPMENT.

REGISTERED PROFESSIONAL ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 OWNER OR OWNER'S DULY AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_

PREPARED FOR:  
**CHARLES MEYER**  
 700 FRANKLIN BOULEVARD, LIBERTYVILLE, ILLINOIS, 60048, (647) 515-1566

CONSULTING ENGINEERS:  
**PEARSON, BROWN & ASSOCIATES, INC.**  
 A PROFESSIONAL DESIGN FIRM - ILLINOIS PROFESSIONAL ENGINEERING CORPORATION - LICENSE NUMBER: 154-001058, EXPRESS 5/20/25  
 1500 W. WINCHESTER ROAD - SUITE 201 LIBERTYVILLE, IL 60048 (647) 397-6797

CONTACT JULIE AT 8-1-1 OR 800-892-0123  
 With the following:  
 City/Township: Libertyville, ILLINOIS  
 County: Lake  
 State: IL  
 Call 2 working days BEFORE YOU DIG.

PERMIT	NUMBER	DATE ISSUED
REPA-IMPRES		
REPA-WATER		
VILLAGE		

REVISIONS	NUMBER	DATE

**NOT FOR CONSTRUCTION**

ORIGINAL ISSUE DATE: 01/07/25  
 SHEET NUMBER: 1  
 OF 1 SHEETS

ENGINEER'S SEAL & SIGNATURE

**EXISTING IMPERVIOUS LOT COVERAGE**  
 Total Property Area ..... 723,772 s.f.  
 Existing Impervious Area ..... 10,043 s.f.

**PEARSON, BROWN & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS  
 1850 W. WINCHESTER ROAD - SUITE 205  
 LIBERTYVILLE, IL 62454  
 PHONE: (618) 281-2822  
 FAX: (618) 281-2587  
 E-MAIL ADDRESS: jason@pearsonbrown.com

DESIGNED BY: G.A.Z.  
 DRAWN BY: A.K.Z.  
 CHECKED BY: A.K.Z.  
 ORIGINAL ISSUE: 01/07/23

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**MEYER SUBDIVISION**  
 245 WALNUT STREET, LIBERTYVILLE, ILLINOIS

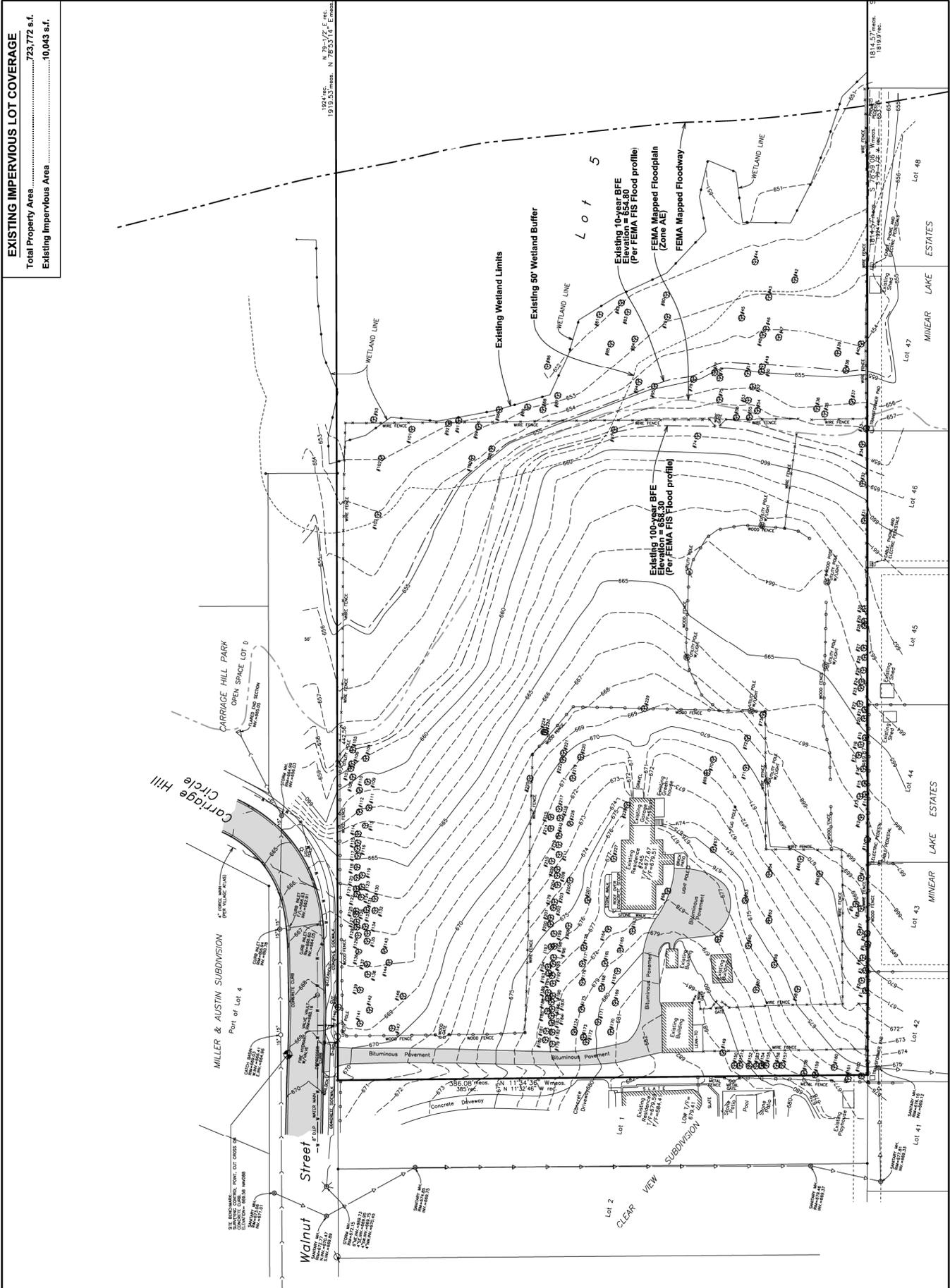
**REVISIONS**

DATE BY	DESCRIPTION

**EXISTING CONDITIONS**

SHEET NUMBER **2**  
 OF 8 SHEETS

JOB No. 24130









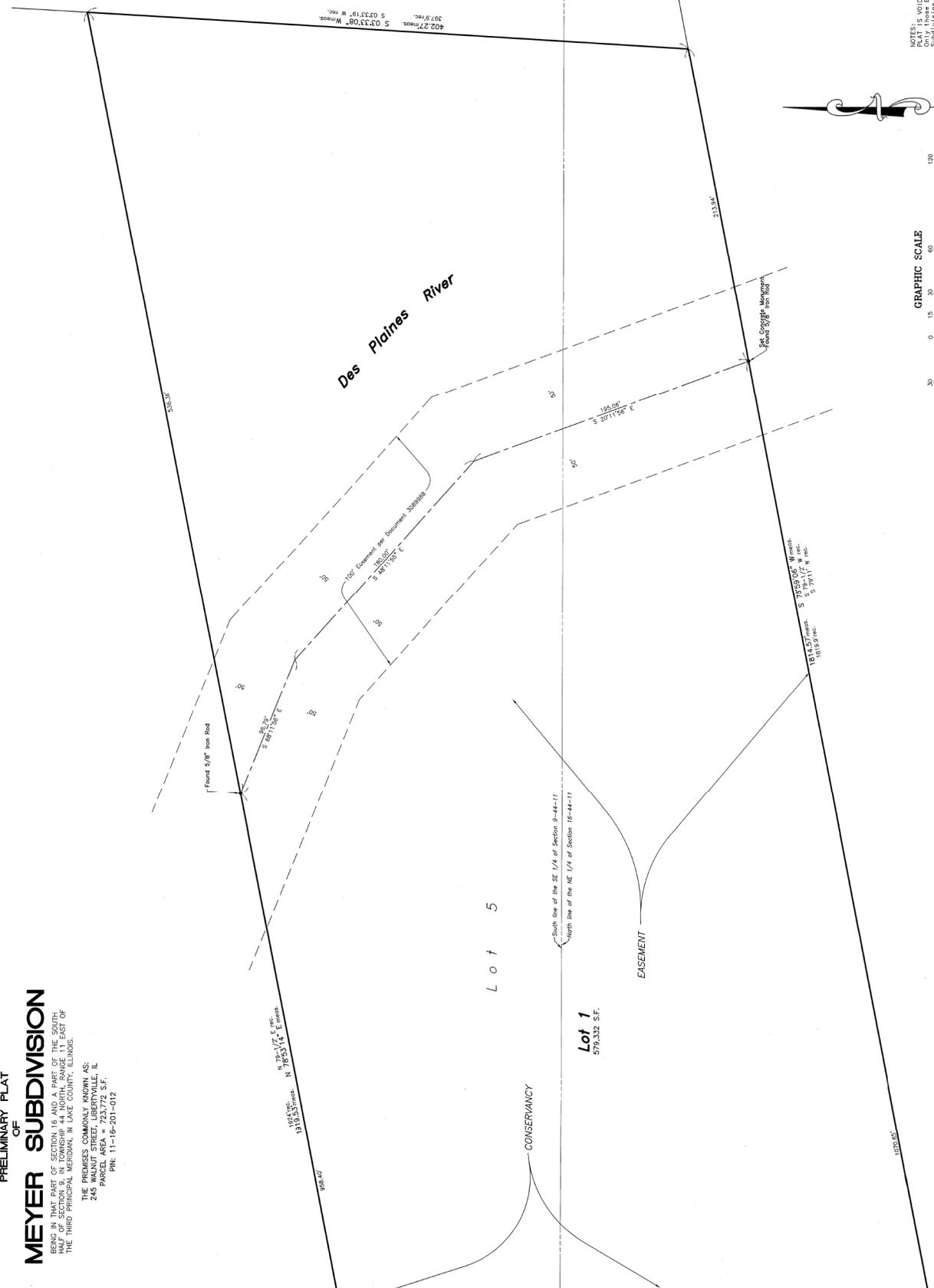




PRELIMINARY PLAT OF MEYER SUBDIVISION

BEING IN THAT PART OF SECTION 16 AND A PART OF THE SOUTH PART OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS.

THE PREPARED BY: PROUD AND ASSOCIATES, INC. 245 WALNUT STREET, QUINCY, ILLINOIS 62450. PHONE: 618-241-0122



FIELDWORK COMPLETED: 11-07-2024. CLIENT NAME: Proud and Associates, Inc. ADDRESS: 245 Walnut Street, Quincy, IL 62450. NOTES: THIS PLAT IS VOID IF THE IMPRESSED SURVEYOR SEAL DOES NOT APPEAR. THE SURVEYOR HAS REVIEWED THE RECORD DOCUMENT AND THE SUBDIVISION PLAT FOR CONFORMANCE WITH THE ILLINOIS SURVEYING ACT AND LOCAL ORDINANCES. CHECK LOCAL ORDINANCES BEFORE BUILDING. CONCURRENCE: YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT AT THE TIME OF RECORDING. RE: ALLEN AND ASSOCIATES, LTD. PROFESSIONAL LAND SURVEYORS 1018 CHRYSLER DRIVE, QUINCY, ILLINOIS 62450. PHONE: 618-233-0914 FAX: 618-233-0980



MEYER SUBDIVISION

BEING IN THAT PART OF SECTION 16 AND A PART OF THE SOUTH EAST CORNER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

OWNER CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF LAKE ) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE SOLE OWNER OF THE LAND DESCRIBED IN SAID LAND AND THAT THE UNDERSIGNED HAS CAUSED THE SAME TO BE SURVEYED AND COMPILED AS SHOWN ON THE ATTACHED PLAT AND HAS HEREBY ACKNOWLEDGED AND ADOPED THE SAME UNDER THE TITLE HEREIN INDICATED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

NOTARY CERTIFICATE
COUNTY OF LAKE ) S.S.

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS COME TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND THAT THE SAME INSTRUMENT HAS BEEN SIGNED AND DELIVERED BY THEM AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE
THIS IS TO CERTIFY THAT \_\_\_\_\_ AS OWNER OF THE PROPERTY DESCRIBED AS \_\_\_\_\_ WATER SUBDIVISION \_\_\_\_\_ AND LEGALLY DESCRIBED \_\_\_\_\_ OF THE \_\_\_\_\_ SCHOOL DISTRICT ON WHICH EACH OF THE FOLLOWING LOTS.

SIGNATURE OF OWNER: \_\_\_\_\_

LOT NUMBERS: \_\_\_\_\_

ELEMENTARY SCHOOL DISTRICT \_\_\_\_\_

HIGH SCHOOL \_\_\_\_\_

ALL \_\_\_\_\_

NOTARY CERTIFICATE
STATE OF ILLINOIS )
COUNTY OF LAKE ) S.S.

I, \_\_\_\_\_, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT \_\_\_\_\_ OWNER OF THE PROPERTY COMMONLY KNOWN AS \_\_\_\_\_ HAS COME TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND THAT THE SAME INSTRUMENT HAS BEEN SIGNED AND DELIVERED BY THEM AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC

SURVEYOR CERTIFICATE
COUNTY OF LAKE ) S.S.

THIS IS TO CERTIFY THAT \_\_\_\_\_ ILLINOIS PROFESSIONAL LAND SURVEYOR NO. \_\_\_\_\_ HAS EXAMINED THE SURVEY AND FOUND IT TO BE CORRECT AND ACCURATE AND THAT THE SAME IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF ILLINOIS RELATIVE TO THE SURVEYING OF LANDS AND THE PREPARATION OF PLATS THEREOF.

DATE OF EXAMINATION: \_\_\_\_\_

BY: \_\_\_\_\_

PROFESSIONAL SERVICE CONTRACT NO. \_\_\_\_\_

BOUNDARY SURVEY.

AS SHOWN BY THE ANNECED PLAT WHICH IS CORRECT REPRESENTATION OF SAID SURVEY AND CERTIFY THAT ALL REGULATIONS ENACTED BY THE BOARD OF SURVEYS AND MAPS OF ILLINOIS HAVE BEEN FULLY OBEYED AND THAT THE SURVEY IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF ILLINOIS RELATIVE TO THE SURVEYING OF LANDS AND THE PREPARATION OF PLATS THEREOF.

WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF LIBERTYVILLE, ILLINOIS.

BASED UPON EXAMINATION OF THE F.E.M.A. MAPS, IT HAS BEEN DETERMINED THAT SOME OF THE PROPERTY SHOWN HEREON IS SUBJECT TO FLOOD RISK THE PROPERTY FALLS WITHIN THE FLOOD HAZARD ZONE OF THE F.E.M.A. MAPS. THE FLOOD HAZARD ZONE IS SHOWN ON PANEL NO. T109070424A, EFFECTIVE DATE: SEPTEMBER 18, 2015. ONE MAY CONTACT THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MORE INFORMATION.

GIVEN UNDER MY HAND AND SEAL, AT GRAYSKALE, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3616

PROFESSIONAL SERVICE CONTRACT NO. 1824-002732

PROFESSIONAL DESIGN FIRM NO. \_\_\_\_\_

COUNTY CLERK'S CERTIFICATION
STATE OF ILLINOIS )
COUNTY OF LAKE ) S.S.

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT COUNTY TAXES, COUNTY CLERK'S OFFICE, ILLINOIS, OR ANY OTHER DELINQUENT TAXES OR LIENS OF ANY KIND OR CHARACTER WHICH ARE SUBJECT TO PUBLIC RECORDS ALL STATUTORY FEES IN CONNECTION WITH THE PLAT FILED WITH ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

COUNTY CLERK

DAMAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE REMAINS OF SURFACE WATER SHALL NOT BE DAMAGED BY THE CONSTRUCTION OF SAID SUBDIVISION OR ANY PART THEREOF. WE HAVE MADE PROVISION FOR COLLECTION AND DRAINAGE OF SUCH SURFACE WATERS INTO PUBLIC WATERS AND WE HAVE MADE PROVISION FOR THE PROTECTION OF SUCH SURFACE WATERS FROM DAMAGE BY CONSTRUCTION OF THE SUBDIVISION.

OWNER OR AGENT \_\_\_\_\_ REGISTERED LANDS PROFESSIONAL ENGINEER

STATE OF ILLINOIS )
COUNTY OF LAKE ) S.S.

I, \_\_\_\_\_ TREASURER OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT \_\_\_\_\_ HAS BEEN MADE FOR COLLECTION AND DRAINAGE OF SUCH SURFACE WATERS INTO PUBLIC WATERS AND WE HAVE MADE PROVISION FOR THE PROTECTION OF SUCH SURFACE WATERS FROM DAMAGE BY CONSTRUCTION OF THE SUBDIVISION.

VILLAGE OF LIBERTYVILLE TREASURER \_\_\_\_\_

VILLAGE ENGINEERS CERTIFICATE

I, \_\_\_\_\_ AS ENGINEER OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT \_\_\_\_\_ HAS BEEN MADE FOR COLLECTION AND DRAINAGE OF SUCH SURFACE WATERS INTO PUBLIC WATERS AND WE HAVE MADE PROVISION FOR THE PROTECTION OF SUCH SURFACE WATERS FROM DAMAGE BY CONSTRUCTION OF THE SUBDIVISION.

VILLAGE ENGINEER \_\_\_\_\_

APPROVED BY THE PLANNING COMMISSION

COUNTY OF LAKE ) S.S. BY THE PLANNING COMMISSION OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, AT A MEETING HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

CHAIRMAN OF SAID PLAN COMMISSION \_\_\_\_\_

APPROVAL BY VILLAGE PRESIDENT

I, \_\_\_\_\_ AS PRESIDENT OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT \_\_\_\_\_ HAS BEEN MADE FOR COLLECTION AND DRAINAGE OF SUCH SURFACE WATERS INTO PUBLIC WATERS AND WE HAVE MADE PROVISION FOR THE PROTECTION OF SUCH SURFACE WATERS FROM DAMAGE BY CONSTRUCTION OF THE SUBDIVISION.

VILLAGE PRESIDENT \_\_\_\_\_

ATTEST

VILLAGE CLERK \_\_\_\_\_

RESTRICTIVE COVENANTS & EASEMENT FOR STORMWATER MANAGEMENT

THE AREA OF THE PROPERTY DESCRIBED ON THIS PLAT AS "STORMWATER MANAGEMENT AREA" SHALL BE THE "ASSOCIATION" AND AN EASEMENT ON, UNDER AND ABOVE THE STORMWATER MANAGEMENT AREA IS GRANTED TO THE ASSOCIATION FOR THE PURPOSE OF STORMWATER STORAGE AND CONVEYANCE. THE ASSOCIATION SHALL MAINTAIN AND REPAIR THE STORMWATER MANAGEMENT AREA AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORMWATER MANAGEMENT AREA FROM DAMAGE BY CONSTRUCTION OF THE SUBDIVISION. THE ASSOCIATION SHALL MAINTAIN AND REPAIR THE STORMWATER MANAGEMENT AREA FROM DAMAGE BY CONSTRUCTION OF THE SUBDIVISION. THE ASSOCIATION SHALL MAINTAIN AND REPAIR THE STORMWATER MANAGEMENT AREA FROM DAMAGE BY CONSTRUCTION OF THE SUBDIVISION.

CONSERVATION EASEMENT COVENANT

CONSERVATION EASEMENT COVENANT FOR THE PROTECTION OF NATURAL FEATURES, WHICH INCLUDE WETLANDS AND OTHER FEATURES OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, IS HEREBY GRANTED TO THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, AND TO THEIR SUCCESSORS AND ASSIGNS TO HAVE THE RIGHT TO USE AND ENJOY THE PROPERTY DESCRIBED ON THIS PLAT AND TO ENJOY THE PROPERTY DESCRIBED ON THIS PLAT AND TO ENJOY THE PROPERTY DESCRIBED ON THIS PLAT.

DAMAGE EASEMENT PROVISIONS

A DAMAGE EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, AND TO THEIR SUCCESSORS AND ASSIGNS TO HAVE THE RIGHT TO USE AND ENJOY THE PROPERTY DESCRIBED ON THIS PLAT AND TO ENJOY THE PROPERTY DESCRIBED ON THIS PLAT AND TO ENJOY THE PROPERTY DESCRIBED ON THIS PLAT.

EASEMENT FOR STORMWATER MANAGEMENT

EASEMENT FOR STORMWATER MANAGEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE ASSOCIATION OF HOMEOWNERS OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS.

SE: TELEPHONE COMPANY, GRANTEES.

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, SHALL BE RESPONSIBLE FOR THE PROTECTION OF NATURAL FEATURES, WHICH INCLUDE WETLANDS AND OTHER FEATURES OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, IS HEREBY GRANTED TO THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, AND TO THEIR SUCCESSORS AND ASSIGNS TO HAVE THE RIGHT TO USE AND ENJOY THE PROPERTY DESCRIBED ON THIS PLAT AND TO ENJOY THE PROPERTY DESCRIBED ON THIS PLAT.

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, AT A MEETING HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

VILLAGE PRESIDENT \_\_\_\_\_

VILLAGE CLERK \_\_\_\_\_

ATTEST \_\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3616

PROFESSIONAL SERVICE CONTRACT NO. 1824-002732

PROFESSIONAL DESIGN FIRM NO. \_\_\_\_\_

FIELDWORK CHECKED BY: \_\_\_\_\_ 11-07-2024

CLIENT NAME: Jason Brown and Associates, Inc.

ADDRESS: 1824 W. STATE ST., SUITE 205

LIBERTYVILLE, IL 62548

NOTES:

PLAT IS VOID IF THE IMPRESSED SURVEYOR SEAL DOES NOT APPEAR HEREON; CHECK LOCAL ORDINANCES BEFORE RECORDING.

Compare your description and site markings with this plat AT ONCE report any discrepancies immediately.

RE: ALLEN ENGINEERS, LTD.

1010 W. CORPORATE CIRCLE, SUITE C

LIBERTYVILLE, IL 62548

PHONE: 847-223-0914 FAX: 847-223-0980



# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
<http://dnr.state.il.us>

JB Pritzker, Governor

Natalie Phelps Finnie, Director

December 16, 2024

Angelo Zografos  
Pearson, Brown & Associates, Inc.  
1850 W. Winchester Road  
Suite 205  
Libertyville, IL 60048

**RE: Meyer Subdivision**  
**Project Number(s): 2507457**  
**County: Lake**

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, 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, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Isabella Newingham  
Division of Ecosystems and Environment  
217-785-5500

August 8, 2024

Charles Meyer  
1700 Franklin Blvd.  
Libertyville, IL 60048  
[CMeyer@wmwmeyer.com](mailto:CMeyer@wmwmeyer.com)

EMAIL

Subject: **Preliminary Wetland Assessment**  
Site: **245 Walnut Street**  
**Libertyville IL 60048 - LAKE COUNTY**

Dear Mr. Meyer:

DK Environmental Services, Inc (DKES) conducted a Preliminary Wetland Determination for the future residential subdivision project site located at 245 Walnut Street in the Village of Libertyville. Source materials and publicly accessible data were reviewed in advance of the site investigation to determine the presence and extent of hydrologic connections, water features, high-quality aquatic resources, and potential wetland areas (PWA's) that are likely to exist on the subject property and beyond the property limits. This was followed by an on-site investigation and flagging of the water feature for survey (to be completed by others). DKES completed field reconnaissance and wetland flagging on August 3, 2024.

The  $\pm$ 16.6-acre site is comprised of two (2) parcels and is shown as Lot 5 on the survey provided as part of Miller and Austin Subdivision. The property can be accessed from Walnut Street at the west and extends east to property beyond the Des Plaines River (see Exhibit 1 on p.4 below).

The site currently contains an existing home, detached garage and other accessory structures at the western portion of the lot, highest in elevation. East of the residence is a fenced horse pasture occupying the remainder of the upland, moderately well-drained areas of the site. The land slopes to the east, and to the east of the fenced pasture the land cover transitions to poorly drained, dense woodland/marsh and riparian floodplain in the bottomland.

**One water feature was identified on site.**

Our investigation identified a single area of jurisdictional waters of the US (WOUS). **WOUS "A"** at the toe of the slope is part of a large wetland complex connected to the Des Plaines River that extends off-site to the north, east, and south. For planning and design purposes, the study area extends a minimum of 100-feet beyond the future development site to identify the area, extent, and quality of the water feature. The wetland complex is comprised of areas of seasonally and permanently flooded emergent marsh, forested scrub-shrub, and riverine wetland types.

Generally, soil mapped in the upland areas of the site at the west consists of well drained soils at the far west (325B Dresden silt loam, 2-4% slopes) and the moderately well-drained 443B Barrington, 530D2 Ozaukee, 531C2 Markham, and 984B Varna silt loams ranging from 2% to 12% slopes and descending in elevation from west to east. The very poorly drained 1107A Sawmill silty clay loam (0-2% slopes) occupies the majority of the remainder of the site and includes the Des Plaines River and floodplain/floodway.

A review of the Lake County Wetland Inventory (Exhibit 2) indicates that there are no ADID (Advanced Identification) wetlands present within the project site. The identified WOUS "A" is depicted as a standard wetland and is not shown to be a high-quality aquatic resource (HQAR). However, a floristic inventory and quality assessment should be conducted as part of a full wetland assessment during the growing season to determine whether the wetland meets the criteria to be considered a High-Quality Aquatic Resource under Appendix L of the Lake County Watershed Development Ordinance:

*Example: Wetlands with a native mean coefficient of conservatism value (native mean C value) of greater than or equal to 3.5 or a native floristic quality index value (FQI) of greater than or equal to 20 as determined using the Chicago Region Floristic Quality Assessment Calculator (U.S. Army Corps of Engineers, Chicago District, most recent version).*

The National Wetland Inventory (NWI) map (Exhibit 3) shows a wetland that appears to be a separate and distinct emergent marsh area at the approximate toe slope of the current horse pasture labeled PEM1C, describing a freshwater emergent wetland that is semi-permanently flooded. The map also depicts the Des Plaines River (R2UBH) and the adjacent, expansive wooded/scrub-shrub riparian area (PF01C) at the east of the site and extending far off-site to the south and occupying several hundred acres.

During our field investigation, a total of one (1) on-site water feature: **WOUS "A"**, a semi-permanently and permanently inundated riparian area that is adjacent to and has a continuous surface connection with traditionally navigable Waters of the US (WOUS), was confirmed and identified at the eastern portion of the project site. The on-site portion of the wetland occupies approximately 11.6 acres and was flagged at the toe of the property slope along the wetland's western border. At the time of the field reconnaissance, the soil was saturated to the surface at the western portion and inundated closer to the Des Plaines River

Dominant vegetation observed within the forested/scrub-shrub areas consisted of mature cottonwood (*Populus deltoides*) and silver maple (*Acer saccharinum*), trees in the overstory, and common buckthorn (*Rhamnus cathartica*) and honeysuckle (*Lonicera tatarica*), in the woody understory. The emergent marsh areas contained mostly grasses and sedges mixed with occasional flowering forbs, with dense stands of narrow-leaved cattail (*Typha angustifolia*), and common reed (*Phragmites australis*) in the wetter areas east which is bordered by a dense thicket of invasive, non-native shrubs dominated by common buckthorn (*Rhamnus cathartica*).

The water feature exhibiting dominance of all wetland criteria including hydric soils, hydrophytic plants, and wetland hydrology is summarized below:

WATER FEATURE	APPROXIMATE AREA (on site)	FLAGS	TYPE	MAPPED SOIL SERIES	JURISDICTION	HQAR
<b>WOUS A</b>	11.6 ac.	A1-A30	<u>RIPARIAN</u> Riverine Freshwater Emergent Marsh Forested	<u>1107A</u> Sawmill silty clay loam (0-2% slopes) Hydric	US ARMY CORPS OF ENGINEERS* -----	Not Mapped**

\*NOTE 1: *WOUS A Jurisdiction must be confirmed by USACE and in coordination with the Lake County SMC*

\*\*NOTE 2: *A floristic inventory and quality assessment should be conducted as part of a full wetland investigation during the growing season to determine whether the wetland meets the criteria to be considered a High-Quality Aquatic Resource under Appendix L of the Lake County Watershed Development Ordinance*

WOUS “A” is adjacent to a WOTUS, and  
WOUS “A” does have a continuous surface connection with a WOTUS

Therefore, the water feature is likely under the federal jurisdiction of the US Army Corp of Engineers (USACE) – Chicago District.

Note that this preliminary report is the opinion of DKES, Inc. and must be confirmed by regulatory agencies. Please contact our office should you have any additional questions or if we can be of further assistance.

Sincerely,



Daniel J. Krill CWS, CPESC, DECI  
President, Ecologist  
DK ENVIRONMENTAL SERVICES, INC.

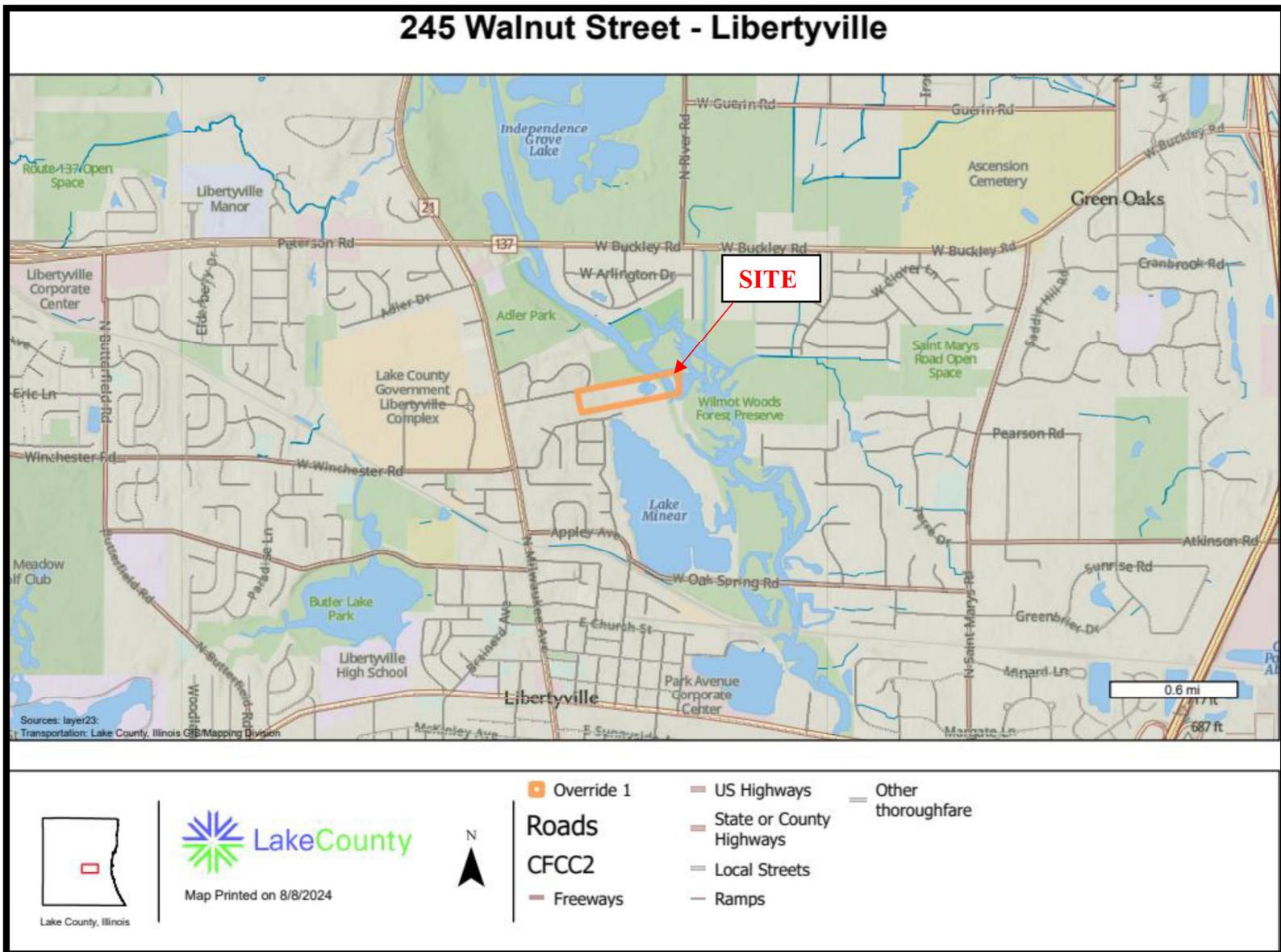
## *Exhibits*

1. Site Location Map
2. Lake County Wetland Inventory
3. National Wetland Inventory
4. Approximate **WOUS-A** Boundary (*flagged 8.03.2024*)
5. Representative Site Photos

**Exhibit 1: LOCATION MAP: PROJECT STUDY AREA**

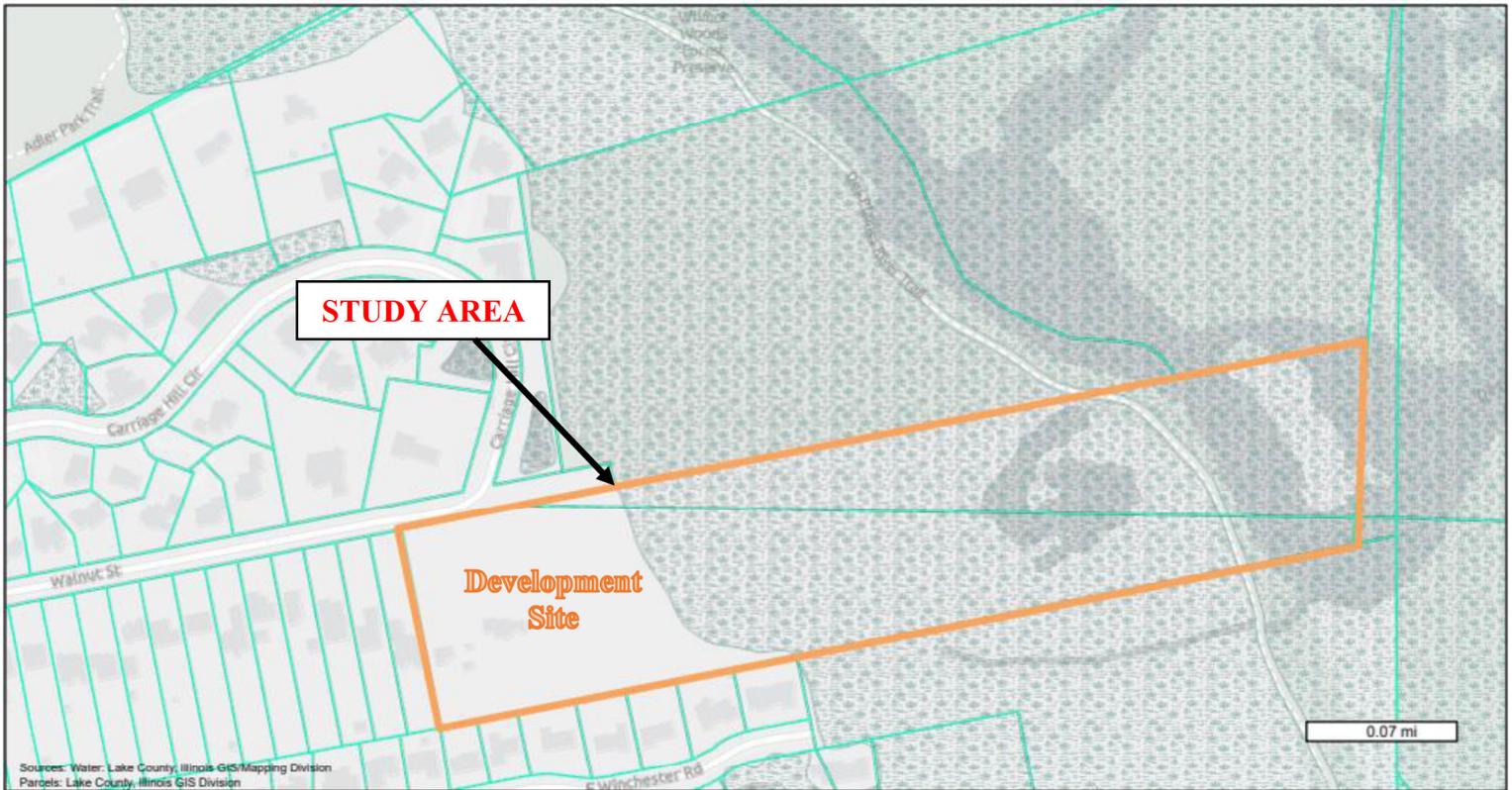
**245 Walnut Street in the Village of Libertyville  
Lake County, IL 60048  
(approx. 16.6-acre site)**

**Lot 5 - PIN#s 11-16-201-012 and 11-09-407-011**



**Exhibit 2: LAKE COUNTY WETLAND INVENTORY**

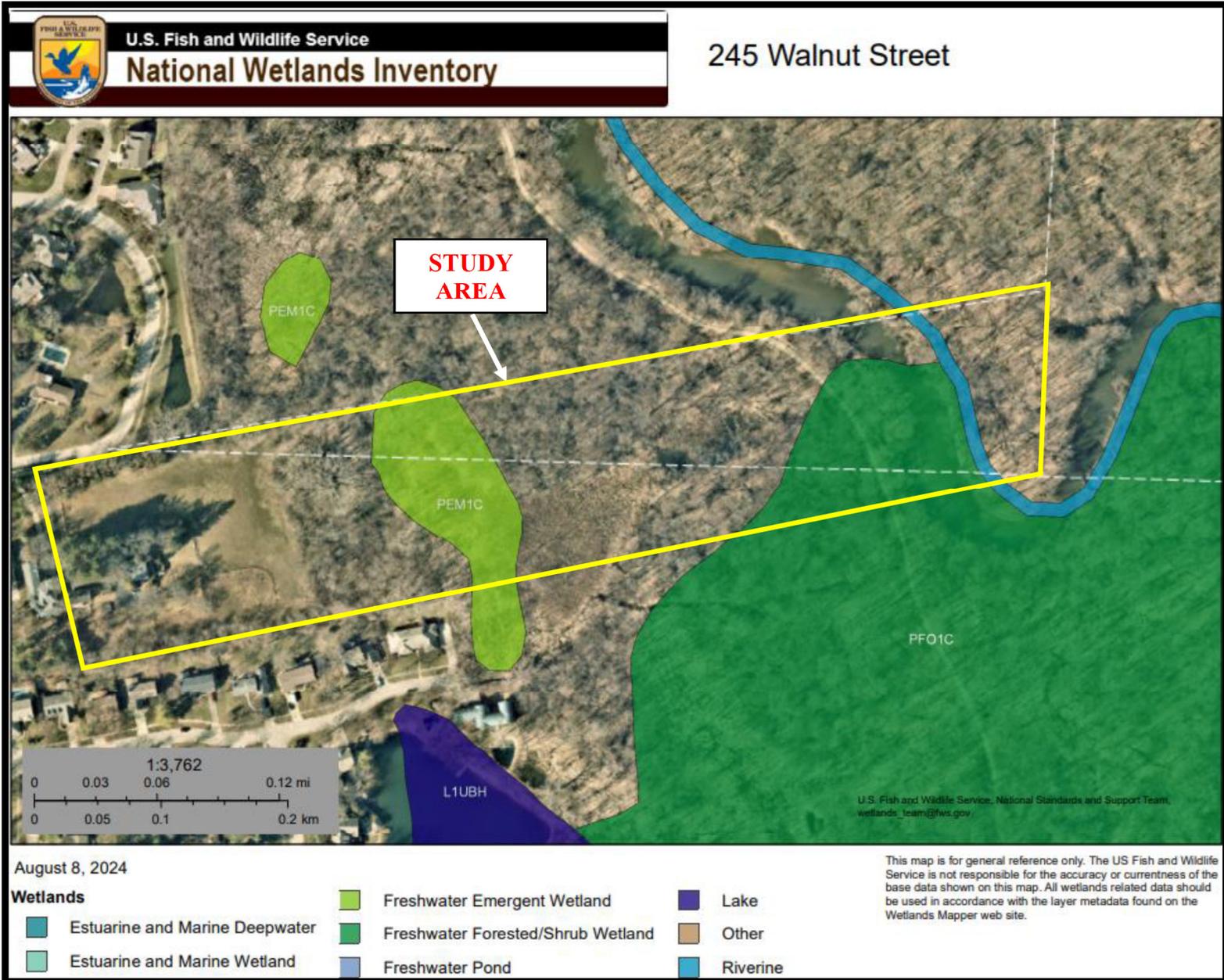
**Lake County, Illinois WETLAND INVENTORY MAP**



 Lake County, Illinois	 Map Printed on 8/8/2024		 Override 1	 Lake County Wetland Inventory	 Advanced Identification Wetlands
			 Tax Parcel Lines Tax Parcel Information	 ADID with 100ft Buffer	

**Disclaimer:** The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

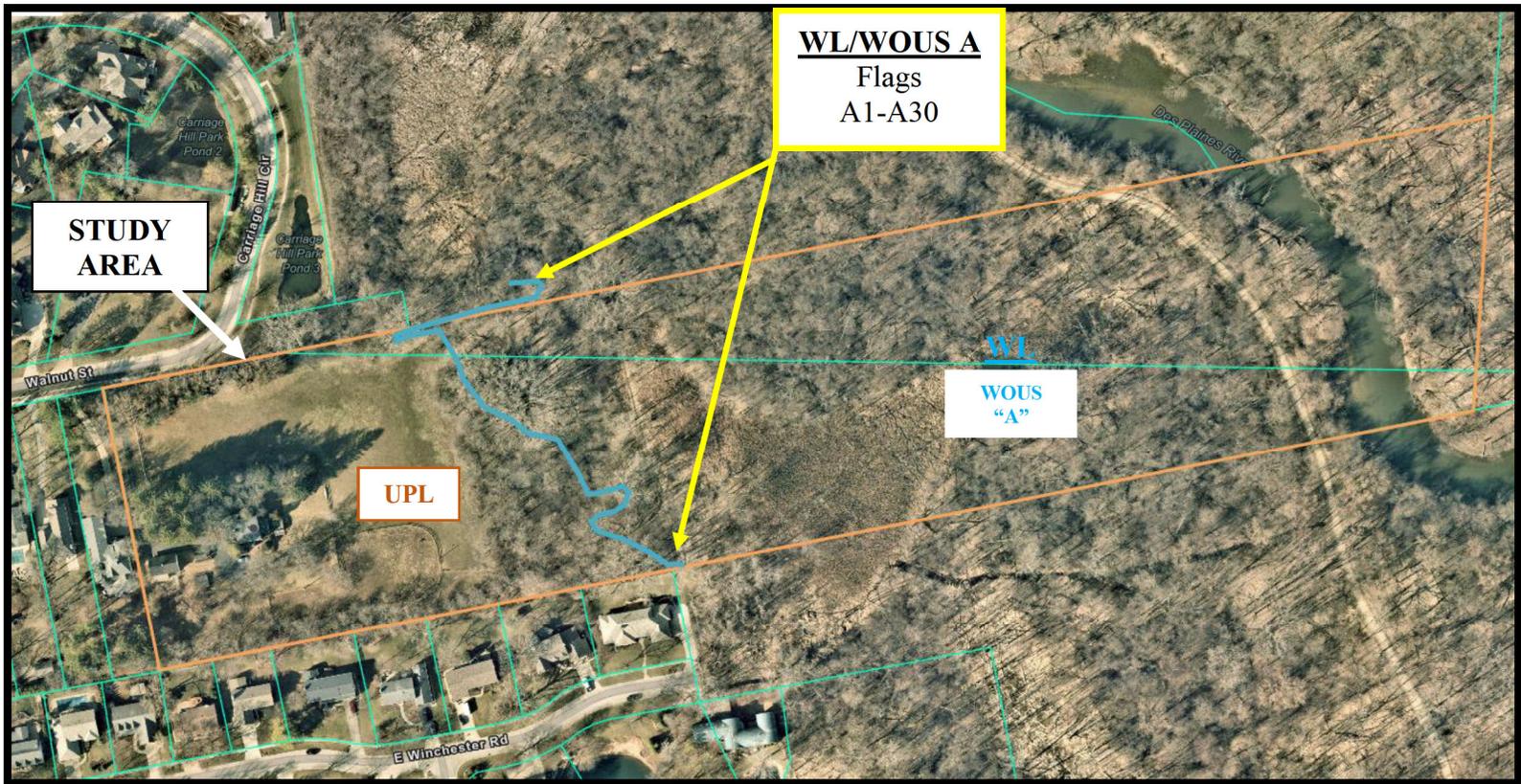
***Exhibit 3: National Wetland Inventory (NWI)***



**Exhibit 4: Approximate Waters of the US Boundary  
Wetland Ribbon Flags A1-A30**

245 Walnut Street, Libertyville

DKES Field Reconnaissance: 8/03/2024



**UPL = UPLAND**  
**WL = WETLAND**

**Exhibit 5: Representative Site Photos**



View of **UPL** area of the site – pasture at western portion facing W



View of **WOUS-A** at east – facing E



View of flagged **WOUS-A** near north property line – facing S



View of **WOUS-A** near center of site – facing E



**Meyer Subdivision**  
**245 Walnut Street, Libertyville**  
Fiscal Impact Summary  
January 6, 2025

---

Teska Associates reviewed proposed plans for a six-unit development to be located at 245 Walnut Street in Libertyville being submitted by A. Perry Homes (“Applicant”).

## PROJECT CHARACTERISTICS

The Project consists of six (6) single-family detached homes to be located on a 16.7-acre site at 245 Walnut Street. The 6 homes will replace one existing home. The property is currently divided between incorporated property in the Village of Libertyville and unincorporated area in Lake County. The intent is for the Village to annex the unincorporated portion of the site. The property PIN numbers are:

<b>PIN</b>	<b>11-16-201-012</b>	<b>11-09-407-011</b>	<b>Total SF</b>
<b>Lot Area</b>	447,152	281,101	728,253

## METHODOLOGY

Teska estimated current and proposed Equalized Assessed Value (EAV) for the property, projected property taxes, and net gains in property taxes due to the development for each taxing property. Note that these estimates have been prepared for planning purposes only.

## SUMMARY OF KEY FINDINGS

Redevelopment of the property will result in an increase in Equalized Assessed Value (EAV) from \$242,698 to \$2,299,333. This will result in property taxes to increase from \$20,673 to \$196,527. The Village will receive \$15,929 in property taxes, as well as increased utility fees and indirect sales taxes from the additional households. SD 70 will receive \$71,600 in property taxes and HSD 128 will receive \$63,965. Impact fees will also be collected for the project as detailed in Table 1.

Table 1: Summary of Key Findings

	<b>Current Use</b>	<b>Proposed Use</b>
<b>Units</b>	1	6
<b>Land Area</b>	728,253	728,253
<b>Building Area</b>	2,615	23,000
<b>Equalized Assessed Value</b>	\$242,698	\$2,299,333
<b>Total Property Taxes</b>	\$20,673	\$196,527
- <b>Village of Libertyville Property Taxes</b>	\$1,610	\$15,929
- <b>SD 70 Property Tax Revenue</b>	\$7,558	\$71,600
- <b>HSD 128 Property Tax Revenue</b>	\$6,752	\$63,965
<b>Impact Fees</b>		
- <b>SD 70 Impact Fees</b>		\$18,420
- <b>HSD 70 Impact Fees</b>		\$8,757
- <b>Libertyville Park District Impact Fees</b>		\$76,404

## PROJECTED EQUALIZED ASSESSED VALUE (EAV)

The first step to determine project revenues is to forecast the Equalized Assessed Value (EAV) of the proposed project.

Teska's methodology is based on evaluating the EAV of nearby comparable single-family homes. Based on a review of nearby comparable properties, we estimate the EAV of Land Area to be \$3.82 per square foot for developable residential land, \$0.22 per square foot for open space land (based on current assessments) and EAV of Building Area to be \$55.78 per square foot.

Table 2: Total Land and Building Area

Number of Units	Lot Area	Open Space Area	Building SF./Unit
Lot 1	133,102		4,500
Lot 2	1,406		4,500
Lot 3	17,567		3,500
Lot 4	13,420		3,500
Lot 5	15,016		3,500
Lot 6	16,124		3,500
<b>Total Residential</b>	<b>256,635</b>		<b>23,000</b>
Open Space	446,233	446,233	
Right-of-Way	25,385	25,385	
<b>Total</b>	<b>728,253</b>	<b>471,618</b>	<b>23,000</b>

Table 3: Projected Equalized Assessed Value (EAV)

<b>Proposed Project</b>	
<b>Residential Land Area</b>	256,635
<b>Open Space Land Area</b>	446,223
<b>Building SF</b>	23,000
<b>Projected Residential Land AV</b>	\$979,590
<b>Projected Open Space Land AV</b>	\$96,759
<b>Building AV</b>	\$1,282,985
<b>Total AV</b>	\$2,359,333
<b>Projected EAV</b>	<b>\$2,299,333</b>

## PROJECTED PROPERTY TAX REVENUE

Based on the new EAV, Teska projected property taxes for all local units of government as shown in Table 4.

Table 4: Teska Projected Property Tax Revenue

	Tax Rate (%)	Current Use	Proposed Use
<b>College of Lake County</b>	0.294247	\$714	\$6,766
<b>Community High School District 128</b>	2.7819	\$6,752	\$63,965
<b>Cook Memorial Public Library District</b>	0.285857	\$694	\$6,573
<b>County of Lake</b>	0.586254	\$1,423	\$13,480
<b>Forest Preserve</b>	0.167961	\$408	\$3,862
<b>Libertyville Fire Protection District</b>	0.493672	\$1,198	\$11,351
<b>Libertyville School District #70</b>	3.113959	\$7,558	\$71,600
<b>Road and Bridge Libertyville</b>	0.061844	\$150	\$1,422
<b>Township of Libertyville</b>	0.068681	\$167	\$1,579
<b>Village of Libertyville</b>	0.692776	\$1,610	\$15,929
<b>Total Property Taxes</b>	<b>8.547151</b>	<b>\$20,673</b>	<b>\$196,527</b>

## SCHOOL AND PARK IMPACT FEES

We estimated school and park monetary donations based on the Village's impact fee table. These one-time payments are required payments for capital expenses by the districts.

	# of Units	SD #70		HSD #128		Libertyville Park District	
		Per Unit		Per Unit		Per Unit	
<b>3-Bedroom</b>	3	\$2,466	\$7,398	\$963	\$2,889	\$11,197	\$33,591
<b>4-Bedroom</b>	3	\$3,674	11,022	\$1,956	\$5,868	\$14,271	\$42,813
<b>Total</b>	<b>6</b>		<b>\$18,420</b>		<b>\$8,757</b>		<b>\$76,404</b>

## SUMMARY OF FINDINGS

The proposed project will significantly increase revenues to pay for local services. The total Equalized Assessed Value (EAV) is projected to increase from \$242,698 to \$2,299,333. This will result in projected property tax revenue to increase from \$20,673 to \$196,527 annually to support local governments. In addition, SD 70 will receive \$18,420 in impact fees, HSD 128 will receive \$8,757 and the Libertyville Park District will receive \$76,404.

**Prepared by:**

Scott Goldstein, FAICP LEED AP

President

January 6, 2025

-----END OF REPORT-----

<b>Tree Preservation Survey</b>				
<b>TAG #</b>	<b>SIZE</b>	<b>SPECIES</b>	<b>CONDITION 1 - 6 (1=BEST - 6= DEAD)</b>	<b>Form</b>
1	18	Boxelder	3	
2	15	Boxelder	4	
3	12	Boxelder	3	
4	16	Boxelder	3	
5	13	Boxelder	4	
6	12	Boxelder	4	
7	15	Boxelder	5	
8	17	Osage Orange	4	
9	25	Osage Orange	3	
10	31	Osage Orange	4	
11	14	Boxelder	3	
12	28	Osage Orange	4	
13	13	Boxelder	4	
14	16	Boxelder	4	
15	18	Boxelder	3	
16	15	Osage Orange	4	
17	30	Osage Orange	4	
18	34	Osage Orange	4	
19	13	Boxelder	5	
20	17	Boxelder	4	
21	13	Osage Orange	4	
22	34	Osage Orange	4	
23	15	Boxelder	4	
24	12	Boxelder	4	
25	14	Boxelder	4	
26	13	Boxelder	3	
27	17	Boxelder	4	
28	6	Boxelder	5	
29	20	Boxelder	4	
30	13	Boxelder	4	
31	12	Boxelder	3	
32	12	Boxelder	3	
33	9	Black Cherry	4	
34	18	Boxelder	3	
35	24	Boxelder	5	
36	27	Boxelder	4	
37	20	Boxelder	5	
38	12	Boxelder	4	
39	18	Boxelder	4	
40	12	Hawthorn	4	
41	10	Boxelder	3	
42	26	Boxelder	5	
43	11	Boxelder	3	

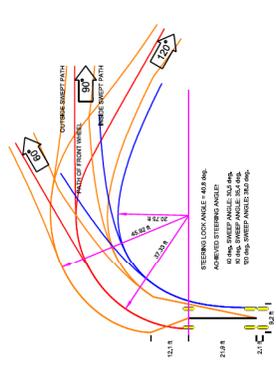
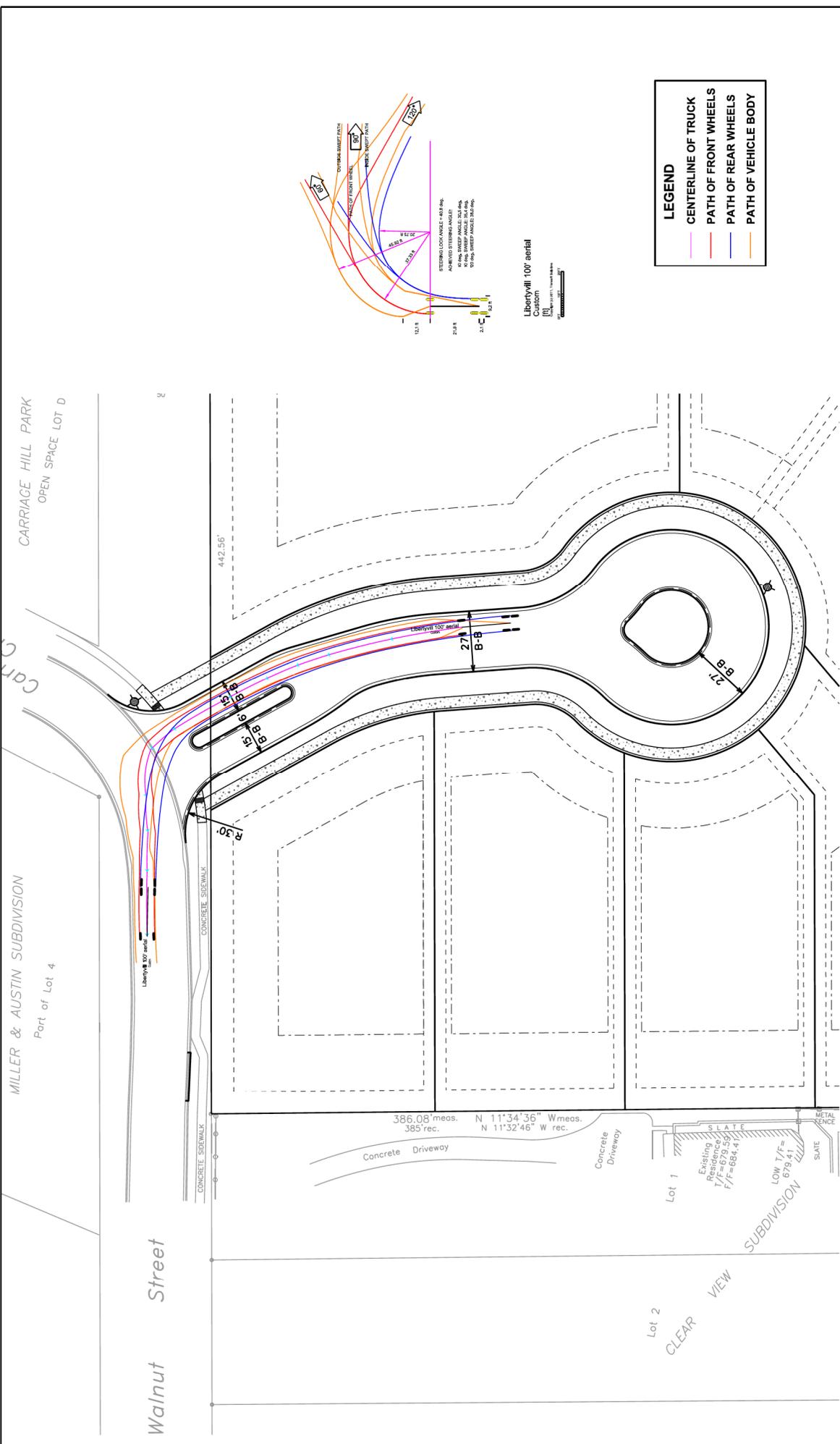
44	12	Boxelder	3	
45	11	American Elm	3	
46	14	Boxelder	4	
47	11	American Elm	6	
48	16	Boxelder	3	
49	18	Boxelder	4	
50	8	Boxelder	6	
51	11	Boxelder	3	
52	16	Boxelder	3	
53	11	Black Cherry	3	
54	31	Boxelder	4	
55	14	Boxelder	4	
56	12	Black Cherry	5	
57	35	Silver Maple	3	
58	6	Apple	5	
59	15	Pear	5	
60	7	Apple	4	
61	14	Pear	5	
62	13	Apple	3	
63	17	Cherry	5	
64	9	Apple	4	
65	6	Peach	4	
66	8	Pear	3	
67	38	Honey Locust	3	
68	20	White Cedar	3	
69	30	Honey Locust	3	
70	14	Spruce	6	
71	8	English Walnut	4	
72	7	English Walnut	3	
73	24	Mulberry	3	
74	15	Black Walnut	3	
75	12	American Elm	6	
76	32	Black Cherry	5	
77	6	Boxelder	5	
78	11	Boxelder	4	
79	10	American Elm	3	
80	20	Boxelder	4	
81	15	Boxelder	4	
82	7	Boxelder	4	
83	7	Boxelder	4	
84	17	Honey Locust	3	
85	9	Boxelder	4	
86	7	American Elm	3	
87	15	Boxelder	4	
88	18	American Elm	3	
89	22	American Elm	3	
90	9	Boxelder	4	
91	12	Boxelder	4	
92	8	Black Walnut	3	
93	7	Ash	6	
94	18	Boxelder	5	
95	29	Boxelder	5	
96	7	American Elm	6	
97	16	Black Walnut	3	

98	10	Apple	5	
99	17	American Elm	6	
100	8	Apple	6	
101	19	Boxelder	4	
102	16	Pear	4	
103	8	Pear	3	
104	7	Spruce	3	
105	8	Austrian Pine	4	
106	21	Willow	3	
107	32	Willow	3	
108	26	Willow	3	
109	10	Austrian Pine	3	
110	7	Austrian Pine	3	
111	38	Willow	3	
112	9	Siberian Elm	4	
113	10	Spruce	3	
114	11	Siberian Elm	3	
115	7	Siberian Elm	4	
116	9	Siberian Elm	3	
117	9	Siberian Elm	3	
118	12	Siberian Elm	3	
119	13	Willow	4	
120	9	Siberian Elm	3	
121	6	Siberian Elm	3	
122	7	Siberian Elm	3	
123	21	Willow	3	
124	35	Willow	3	
125	8	Siberian Elm	3	
126	7	Siberian Elm	3	
127	6	Siberian Elm	6	
128	6	Siberian Elm	4	
129	10	Siberian Elm	4	
130	13	Spruce	4	
131	8	Spruce	3	
132	11	Spruce	3	
133	6	Spruce	3	
134	18	Willow	4	
135	24	Willow	3	
136	13	Apple	3	
137	32	Willow	3	
138	23	Willow	4	
139	9	Apple	5	
140	26	Boxelder	3	
141	11	Apple	4	
142	19	Willow	5	
143	10	Spruce	3	
144	6	Spruce	3	
145	15	Norway Maple	3	
146	6	Spruce	3	
147	51	Willow	3	
148	13	Norway Maple	3	
149	11	Mulberry	4	
150	6	Red Cedar	5	
151	8	Red Cedar	4	
152	9	Red Cedar	4	
153	9	Red Cedar	4	

154	7	Red Cedar	4	
155	7	Red Cedar	4	
156	9	Red Cedar	4	
157	7	Red Cedar	4	
158	18	Black Cherry	3	
159	6	Mulberry	5	
160	16	White Cedar	4	
161	10	White Pine	3	
162	7	Mulberry	3	
163	25	Honey Locust	4	
164	26	Honey Locust	3	
165	9	Red Cedar	4	
166	19	Spruce	3	
167	22	Spruce	3	
168	9	Red Cedar	5	
169	23	Spruce	3	
170	19	Spruce	4	
171	24	Spruce	3	
172	9	Spruce	4	
173	17	White Cedar	3	
174	12	White Cedar	4	
175	19	Spruce	4	
176	16	Spruce	4	
177	9	White Cedar	5	
178	16	Spruce	3	
179	9	Spruce	4	
180	12	Spruce	6	
181	8	Spruce	6	
182	25	Spruce	3	
183	13	Spruce	3	
184	19	Spruce	4	
185	11	Spruce	6	
186	8	Spruce	5	
187	14	Spruce	4	
188	12	Spruce	6	
189	7	Spruce	6	
190	8	Spruce	5	
191	15	Spruce	3	
192	14	Spruce	4	
193	6	Spruce	6	
194	10	Spruce	6	
195	15	Spruce	4	
196	13	Spruce	4	
197	31	Spruce	3	
198	9	Spruce	3	
199	9	Spruce	3	
200	9	Spruce	6	
201	9	Spruce	6	
202	25	Spruce	3	
203	13	Spruce	3	
204	13	Spruce	3	
205	28	Honey Locust	5	
206	22	Honey Locust	5	
207	18	Red Cedar	4	
208	8	Spruce	6	
209	9	White Pine	3	







LEGEND	
	CENTERLINE OF TRUCK
	PATH OF FRONT WHEELS
	PATH OF REAR WHEELS
	PATH OF VEHICLE BODY

<b>PEARSON, BROWN &amp; ASSOCIATES, INC.</b> CONSULTING ENGINEERS 1850 W. WINCHESTER ROAD - SUITE 205 LIBERTYVILLE, MISSOURI 64068 PHONE: (847) 387-2561 FAX: (847) 387-2562 EMAIL ADDRESS: pba@pearsonbrown.com	<b>NORTH</b>  0 20' 40' SCALE: 1" = 400'	<b>EXHIBIT</b> <b>B</b>
	TITLE: LIBERTYVILLE 100' PLATFORM AUTO-TURN PROJECT: MEYER SUBDIVISION 245 WALNUT STREET, LIBERTYVILLE, IL PROJECT NO.: 74150 DATE: 01/07/25	

# Traffic Impact Study

## Proposed Residential Development

Libertyville, Illinois



Prepared For:



January 7, 2025

# 1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O’Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located in Libertyville, Illinois. The site is located on the south side of Walnut Street just east of Milwaukee Avenue (IL Route 21). As proposed, the development is to contain six single-family homes with access provided directly to each home via a cul-de-sac that extends south from Walnut Street.

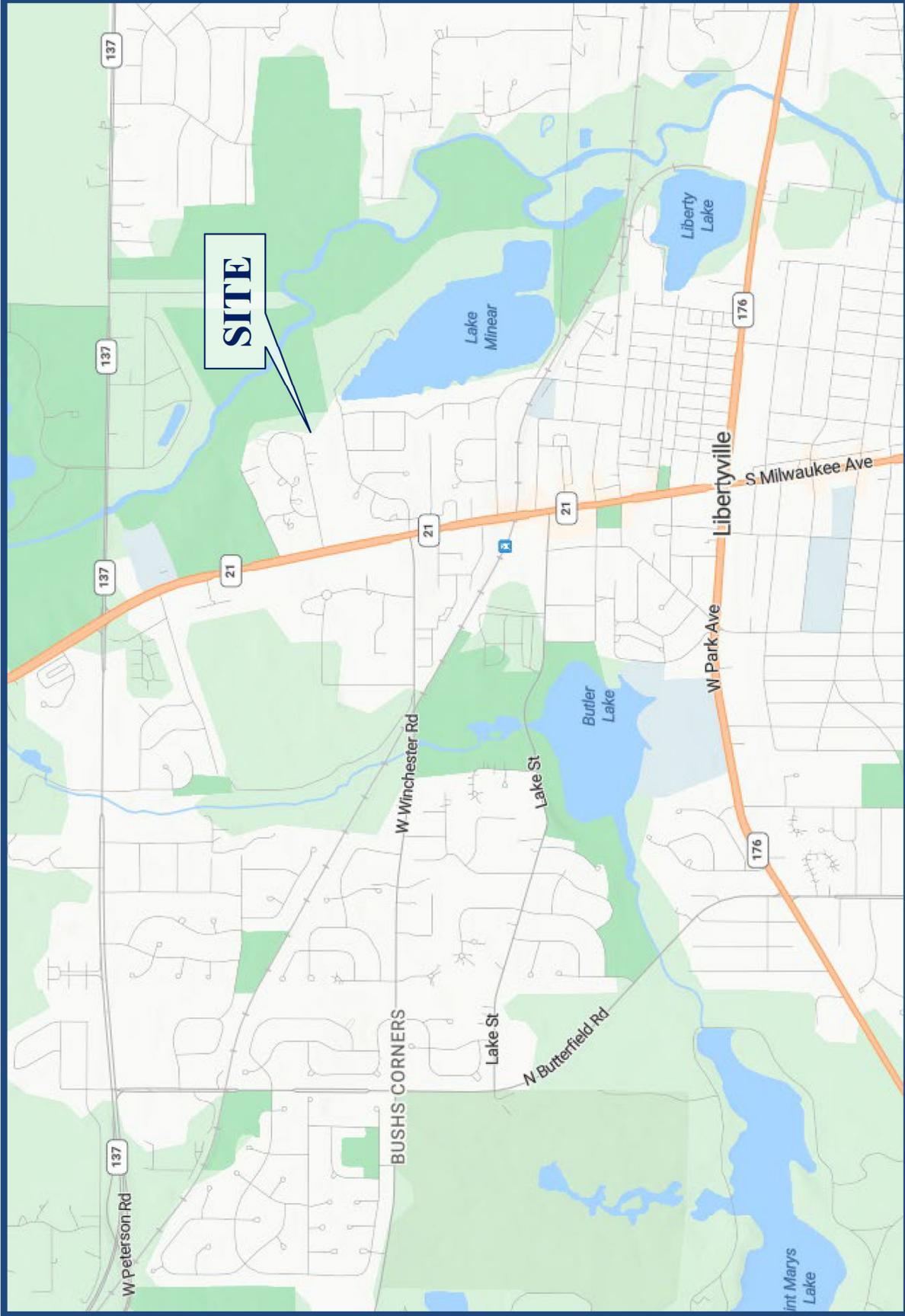
The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any additional roadway or access improvements are necessary to accommodate traffic generated by the proposed development. **Figure 1** shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

1. Existing Conditions – Analyzes the capacity of the existing roadway system using peak hour traffic volumes from traffic counts conducted in 2024.
2. Year 2030 Total Projected Conditions – Analyzes the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient area growth not attributable to any particular development, and the traffic estimated to be generated by the full buildout of the proposed development.

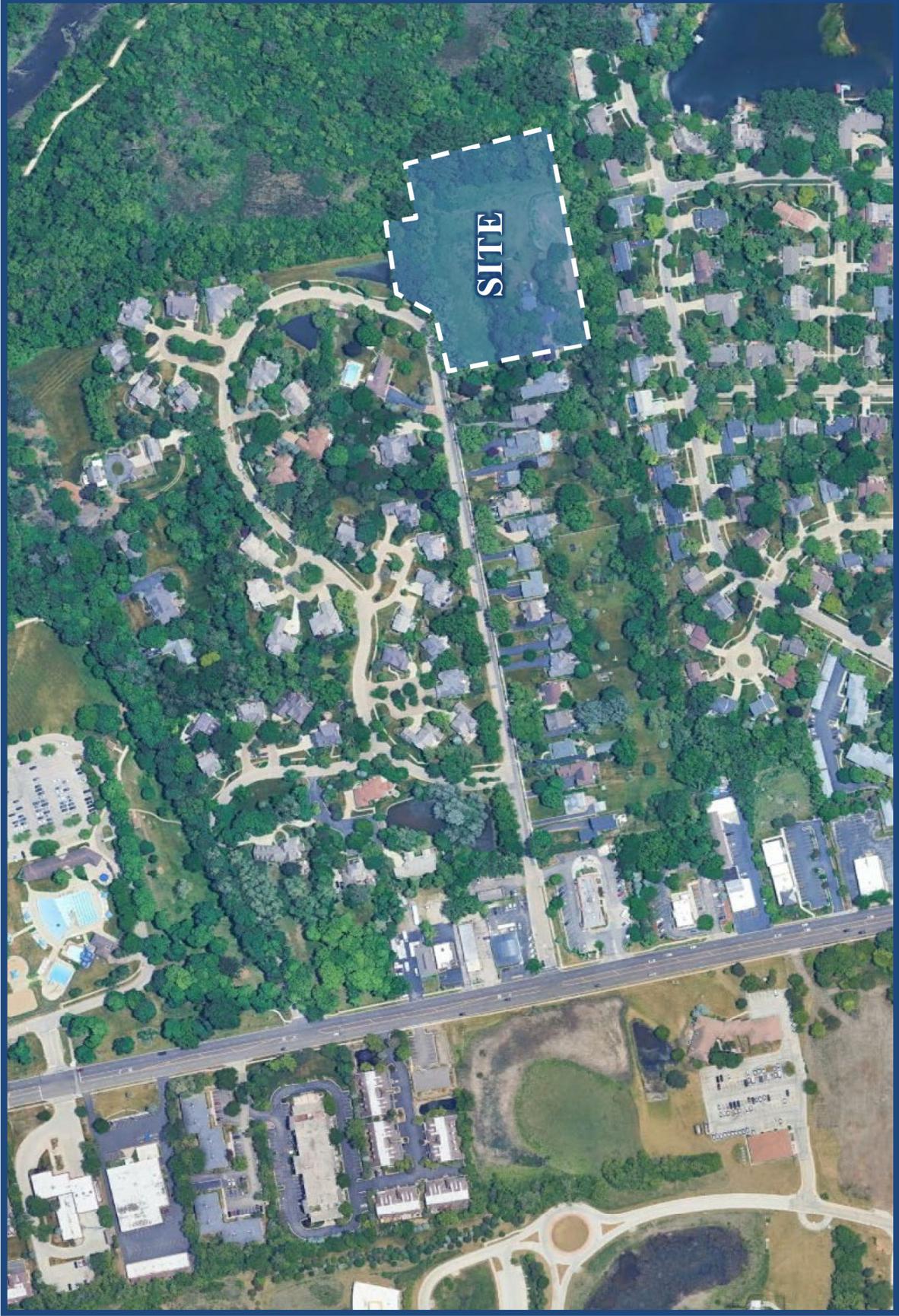


**Site Location**

*Proposed Residential Development  
Libertyville, Illinois*

**Figure 1**





**Aerial View of Site**

*Proposed Residential Development  
Libertyville, Illinois*

**Figure 2**

## 2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

### Site Location

The site is located on the south side of Walnut Street, approximately 1,450 feet east of Milwaukee Avenue. The site is currently vacant and surrounding land uses are primarily residential, with commercial uses located along Milwaukee Avenue. Downtown Libertyville is located approximately one-half mile south of Walnut Street.

### Existing Roadway System Characteristics

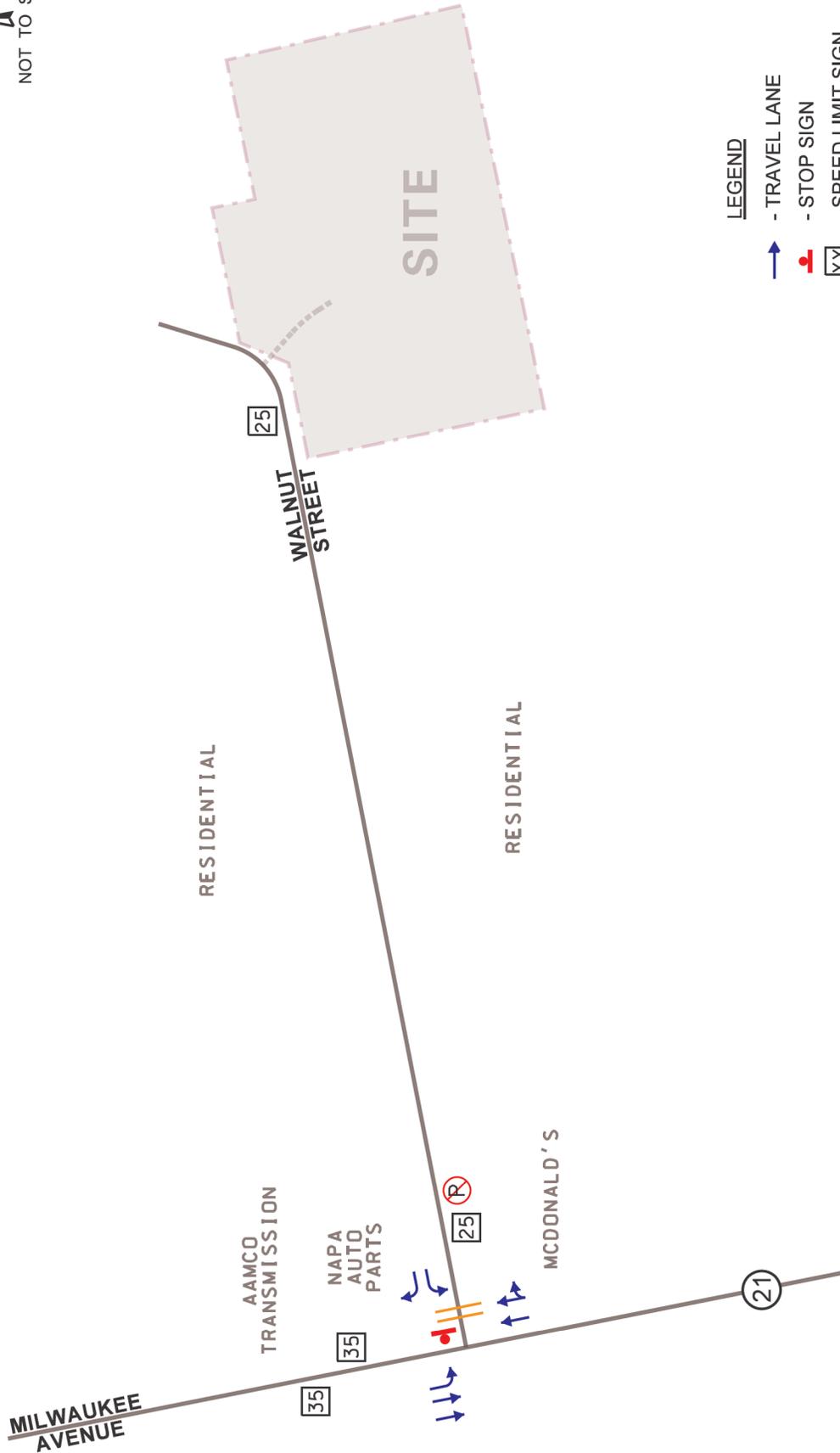
The characteristics of the existing roadways near the development are described below and illustrated in **Figure 3**.

*Milwaukee Avenue (IL Route 21)* is generally a north-south, other principal arterial road that provides two through lanes in each direction. At its unsignalized T-intersection with Walnut Street, Milwaukee Avenue provides a through lane and a combined through/right-turn lane on the northbound approach and a left-turn lane and two through lanes on the southbound approach. Milwaukee Avenue carries an average annual daily traffic volume (AADT) volume of 24,100 vehicles (Illinois Department of Transportation [IDOT] 2023), is under the jurisdiction of IDOT, and has a posted speed limit of 35 miles per hour.

*Walnut Street* is generally an east-west, local roadway that extends east from Milwaukee Avenue to Carriage Hill Circle and provides one lane in each direction. At its unsignalized T-intersection with Milwaukee Avenue, Walnut Street provides a left-turn lane and a right-turn lane on the westbound approach that is under stop sign control. A standard-style crosswalk is provided on the east leg of the intersection. A paved sidewalk is provided on the south side of the roadway. Walnut Street is under the jurisdiction of the Village of Libertyville, has a posted speed limit of 25 miles per hour, and parking is prohibited on both sides of the roadway.



NOT TO SCALE



**LEGEND**

- TRAVEL LANE 
- STOP SIGN 
- SPEED LIMIT SIGN 
- NO PARKING 
- STANDARD CROSSWALK 

Residential  
Development  
Libertyville, Illinois

Existing Roadway Characteristics



Job No: 24-312 Figure: 3

## Existing Traffic Volumes

In order to determine current traffic conditions within the study area, KLOA, Inc. conducted peak period traffic counts utilizing Miovision Scout Collection Units at the intersection of Milwaukee Avenue with Walnut Street. The traffic counts were performed on Tuesday, December 17, 2024 during the weekday morning (7:00 A.M. to 9:00 P.M.) peak period and during the weekday evening (4:00 P.M. to 6:00 P.M.) peak period. The results of the traffic counts show that the weekday morning peak hour of traffic generally occurs from 8:00 A.M. to 9:00 A.M. and the weekday evening peak hour of traffic generally occurs from 4:00 P.M. to 5:00 P.M. Copies of the traffic count summary sheets are included in the Appendix. The existing traffic volumes are illustrated in **Figure 4**.

## Crash Data Summary

KLOA, Inc. obtained crash data<sup>1</sup> for the most recent available past five years (2019 to 2023) for the intersection included in the study area. The crash data for the intersection is summarized in **Table 1**. A review of the crash data indicated that no fatalities were reported at the intersection during the review period.

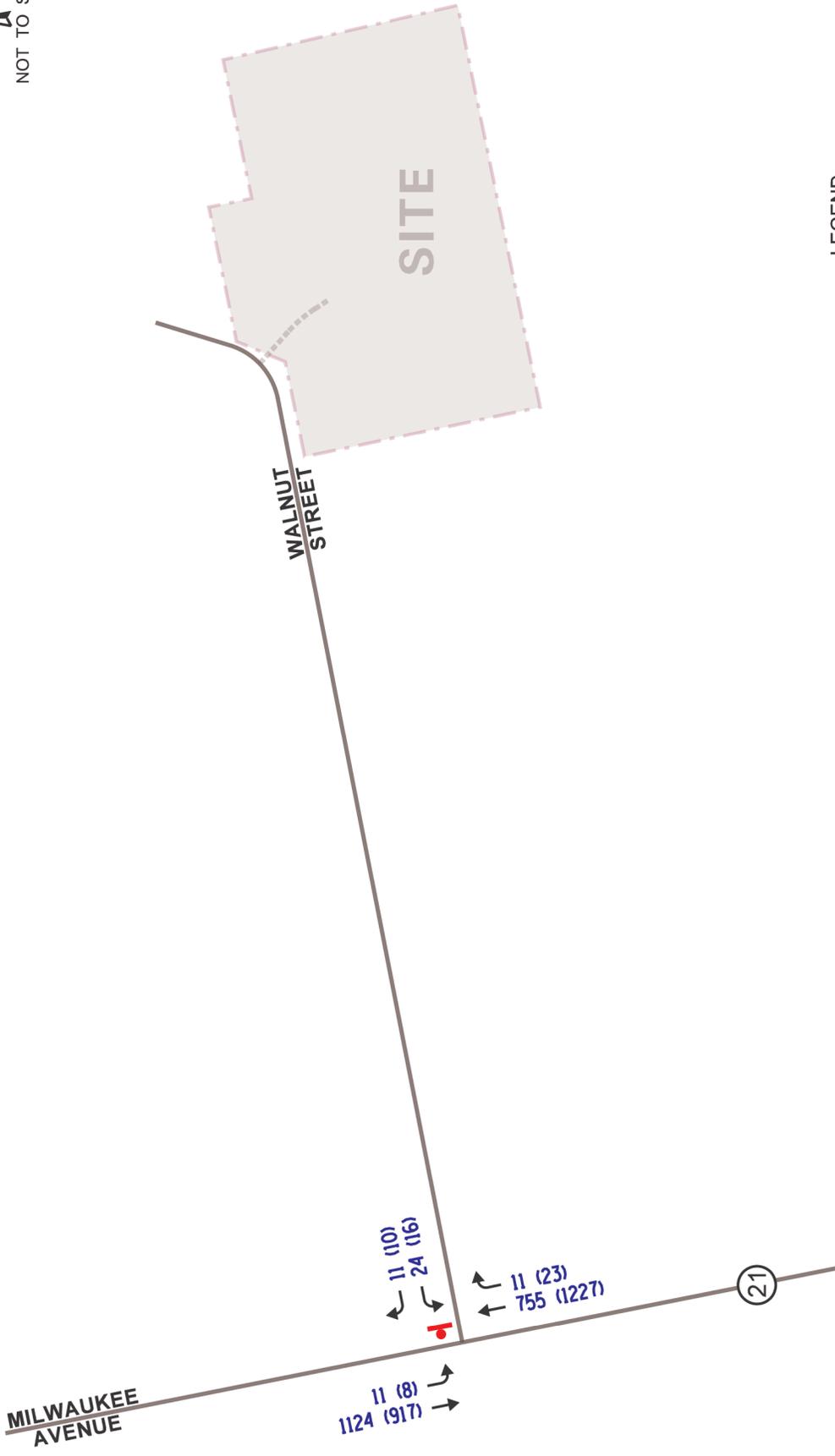
Table 1  
MILWAUKEE AVENUE WITH WALNUT STREET – CRASH SUMMARY

Year	Type of Crash Frequency							Total
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	
2019	0	0	0	0	0	0	0	0
2020	0	0	0	0	0	1	0	1
2021	0	0	0	0	0	0	0	0
2022	0	0	0	0	0	1	0	1
2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>
<b>Average</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>&lt;1.0</b>	<b>0.0</b>	<b>&lt;1.0</b>

<sup>1</sup> IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s).



NOT TO SCALE



LEGEND

- 00 - AM PEAK HOUR (8:00-9:00 AM)
- (00) - PM PEAK HOUR (4:00-5:00 PM)

**KLOA**  
Kenig, Lindgren, O'Hara, Aboona, Inc.  
Job No: 24-312 Figure: 4

Residential Development  
Libertyville, Illinois

Existing Traffic Volumes

### 3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

#### Proposed Site and Development Plan

As proposed, the site will be developed with six single-family homes. Access to the individual homes will be provided via a short roadway extending south from Walnut Street and terminating as a cul-de-sac. The roadway will provide one lane in each direction. At its intersection with Walnut Street, the proposed roadway will form a T-intersection and provide a combined left-turn/right-turn lane on the northbound approach that should be under stop sign control. The northbound lane will be separated from the southbound lane at this intersection with a landscaped median. A copy of the proposed site plan is included in the Appendix.

#### Directional Distribution

The directions from which residents will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts.

#### Peak Hour Traffic Volumes

The number of peak hour and daily trips estimated to be generated by the proposed residential development was based on vehicle trip generation rates contained in *Trip Generation Manual*, 11<sup>th</sup> Edition, published by the Institute of Transportation Engineers (ITE). The “Single-Family Detached Housing” (ITE Land-Use Code 210) rate was utilized. A copy of the ITE trip generation sheets is included in the Appendix.

While census data shows that approximately 20 percent of people in the immediate area worked from home or commuted to work by public transportation, to provide a conservative analysis, no reduction was taken in the number of trips estimated to be generated by the proposed residential development. **Table 2** summarizes the trips projected to be generated by the proposed development during the peak hours.

Table 2  
TRIP GENERATION ESTIMATES

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
210	Single-Family Detached Housing – 6 Units	1	5	6	4	3	7	38	38	76

## 4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to ambient growth, and the traffic estimated to be generated by the proposed subject development.

### Development Traffic Assignment

The estimated weekday morning and weekday evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution.

### Background Traffic Conditions

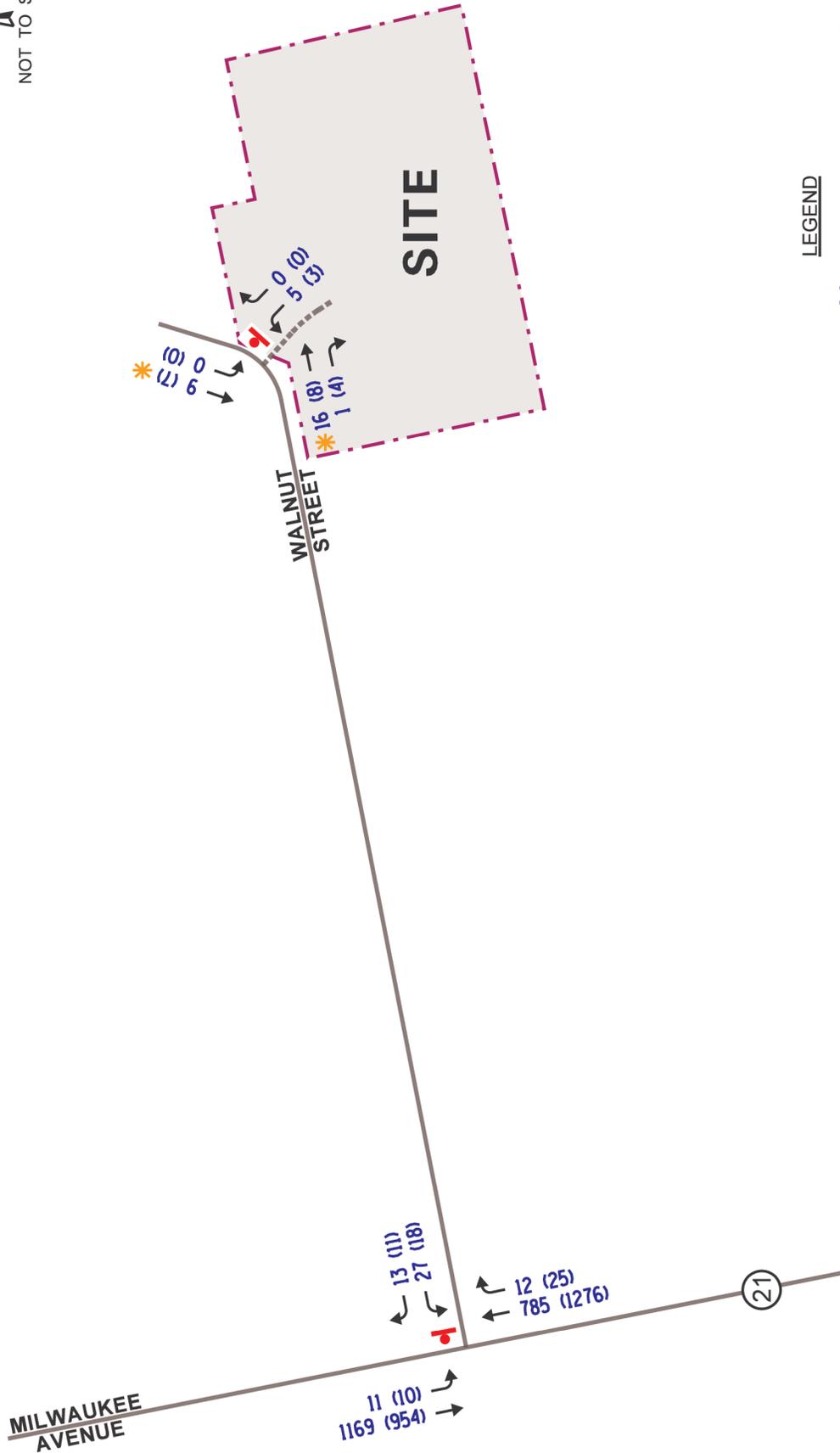
The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on Annual Average Daily Traffic (AADT) projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes are projected to increase by a total of approximately four percent (0.59 percent compounded annually) to represent Year 2030 no-build conditions (one-year buildout plus five years).

### Year 2030 Total Projected Traffic Volumes

The development-generated traffic was added to the existing traffic adjusted to reflect an ambient growth rate to obtain projected Year 2030 total traffic volumes which are illustrated in **Figure 5**.



NOT TO SCALE



**LEGEND**

- 00 - AM PEAK HOUR (8:00-9:00 AM)
- (00) - PM PEAK HOUR (4:00-5:00 PM)
- \* - ESTIMATED VOLUMES



Job No: 24-312 Figure: 5

**Year 2030 Total Traffic Volumes**

**Residential  
Development  
Libertyville, Illinois**

## 5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

### Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and weekday evening peak hours for the existing and Year 2030 total projected traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6<sup>th</sup> Edition and analyzed using Synchro/SimTraffic 11 software. The analysis for the traffic-signal controlled intersections were accomplished using field-measured cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and Year 2030 total projected conditions are presented in **Tables 3** and **4**. A discussion of each intersection follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 3  
 UNSIGNALIZED – EXISTING CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Milwaukee Avenue with Walnut Street<sup>1</sup></b>				
• Westbound Left Turn	C	20.2	D	27.9
• Westbound Right Turn	B	11.0	B	14.4
• Southbound Left Turn	A	9.3	B	11.8
LOS = Level of Service Delay is measured in seconds.		1 – Two-way stop control		

Table 4  
 UNSIGNALIZED – YEAR 2030 TOTAL CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Milwaukee Avenue with Walnut Street<sup>1</sup></b>				
• Westbound Left Turn	C	21.1	D	29.9
• Westbound Right Turn	B	11.2	B	14.9
• Southbound Left Turn	A	9.5	B	12.1
LOS = Level of Service Delay is measured in seconds.		1 – Two-way stop control		

## Discussion and Recommendations

The following summarizes how the intersection is projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the development-generated traffic.

### *Milwaukee Road with Walnut Street*

The results of the capacity analysis indicate that the westbound left-turn and right-turn movements currently operate at an acceptable level of service (LOS) D or better during the weekday morning and weekday evening peak hours. The southbound left-turn movement currently operates at LOS B or better during the peak hours. Under Year 2030 total projected conditions, the critical movements are projected to continue operating at the current levels of service, with increases in delay of approximately two seconds or less over the existing conditions. In addition, observations of the intersection showed that Walnut Street approach generally operates well with maximum queuing of one to two vehicles during the critical morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic to be generated by the development and no roadway improvements or traffic control modifications are required.

### *Site Access*

Access to the individual homes will be provided via a short roadway extending south from Walnut Street and terminating as a cul-de-sac. The roadway will provide one lane in each direction. At its intersection with Walnut Street, the proposed roadway will form a T-intersection and provide a combined left-turn/right-turn lane on the northbound approach that should be under stop sign control. Given the very low volume of traffic to be generated by the development and low volume of traffic on Walnut Street, the design of the access will provide efficient and orderly access to and from the development with limited impact on Walnut Street.

## 6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The proposed residential development is projected to generate a limited volume of traffic during the critical morning and evening peak periods.
- Access to the individual homes will be provided via a short roadway extending south from Walnut Street and terminating as a cul-de-sac. The roadway will provide one lane in each direction. At its intersection with Walnut Street, the proposed roadway will form a T-intersection and provide a combined left-turn/right-turn lane on the northbound approach that should be under stop sign control.
- Given the very low volume of traffic to be generated by the development and low volume of traffic on Walnut Street, the design of the access will provide efficient and orderly access to and from the development with limited impact on Walnut Street.
- The existing roadway system has sufficient reserve capacity to accommodate the development traffic and no roadway improvements or traffic control modifications are required.
- The development-generated traffic anticipated to traverse Carriage Hill Circle is anticipated to be very low, if any, given (1) the very low volume of traffic to be generated by the development and (2) the proximity of the development to the Milwaukee Avenue with Walnut Street intersection compared to Carriage Hill Circle.

# Appendix

Traffic Count Summary Sheets

Site Plan

ITE Trip Generation Sheets

Level of Service Criteria

Capacity Analysis Summary Sheets

# Traffic Count Summary Sheets



Kenig Lindgren O'Hara Aboona, Inc.  
9575 W. Higgins Rd., Suite 400

Rosemont, Illinois, United States 60018  
(847)518-9990 kpachowicz@kloainc.com

Count Name: il 21 milwaukee and walnut  
Site Code:  
Start Date: 12/17/2024  
Page No: 1

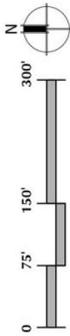
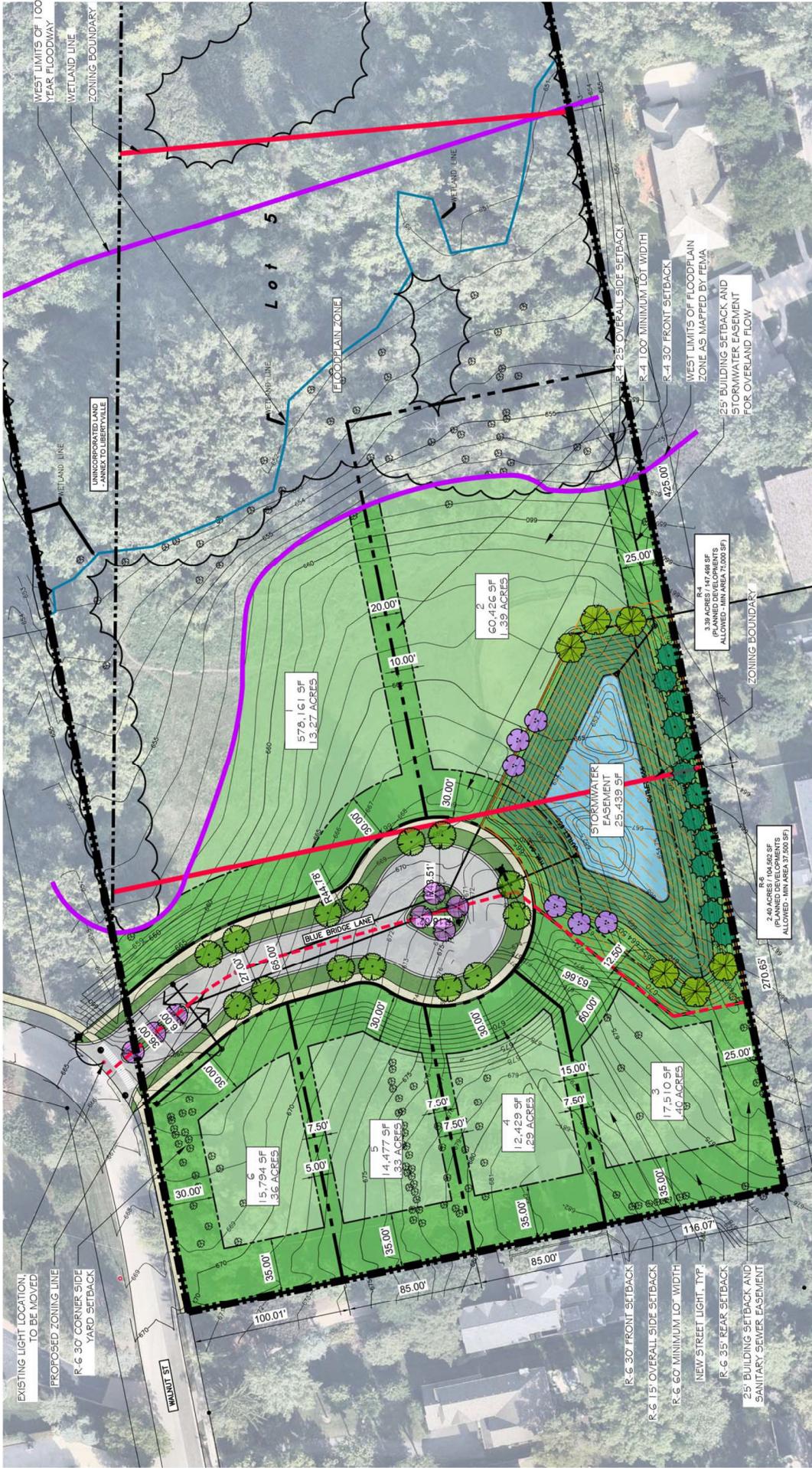
### Turning Movement Data

Start Time	walnut st Westbound				milwaukee rd Northbound				milwaukee rd Southbound							
	U-Turn	Left	Right	Peds	App. Total	U-Turn	Thru	Right	Peds	App. Total	U-Turn	Left	Thru	Peds	App. Total	Int. Total
7:00 AM	0	3	2	1	5	0	145	3	0	148	0	0	195	0	195	348
7:15 AM	0	3	0	0	3	0	160	4	0	164	0	0	256	0	256	423
7:30 AM	0	8	2	0	10	0	157	2	0	159	0	0	270	0	270	439
7:45 AM	0	9	2	0	11	0	155	3	0	158	0	1	316	0	317	486
Hourly Total	0	23	6	1	29	0	617	12	0	629	0	1	1037	0	1038	1696
8:00 AM	0	6	1	0	7	0	186	2	0	188	0	2	280	0	282	477
8:15 AM	0	6	4	0	10	0	189	3	0	192	0	0	297	0	297	499
8:30 AM	0	4	2	0	6	0	184	3	0	187	0	3	271	0	274	487
8:45 AM	0	8	4	0	12	0	196	3	0	199	0	6	276	0	282	493
Hourly Total	0	24	11	0	35	0	755	11	0	766	0	11	1124	0	1135	1936
*** BREAK ***																
4:00 PM	0	4	0	1	4	0	322	7	0	329	0	2	213	0	215	548
4:15 PM	0	7	5	0	12	0	331	4	0	335	0	4	222	0	226	573
4:30 PM	0	5	2	0	7	0	280	6	0	286	0	2	234	0	236	529
4:45 PM	0	0	3	0	3	0	294	6	0	300	0	0	248	0	248	551
Hourly Total	0	16	10	1	26	0	1227	23	0	1250	0	8	917	0	925	2201
5:00 PM	0	5	2	0	7	0	315	11	0	326	0	1	211	0	212	545
5:15 PM	0	7	1	0	8	0	315	6	0	321	0	0	224	0	224	553
5:30 PM	0	3	2	0	5	0	260	1	0	261	0	0	233	0	233	499
5:45 PM	0	2	1	0	3	0	257	4	0	261	0	1	255	0	256	520
Hourly Total	0	17	6	0	23	0	1147	22	0	1169	0	2	923	0	925	2117
Grand Total	0	80	33	2	113	0	3746	68	0	3814	0	22	4001	0	4023	7950
Approach %	0.0	70.8	25.2	-	-	0.0	98.2	1.8	-	-	0.0	0.5	99.5	-	-	-
Total %	0.0	1.0	0.4	-	1.4	0.0	47.1	0.9	-	48.0	0.0	0.3	50.3	-	50.6	-
Lights	0	77	31	-	108	0	3673	62	-	3735	0	22	3928	-	3950	7793
% Lights	-	96.3	93.9	-	95.6	-	98.1	91.2	-	97.9	-	100.0	98.2	-	98.2	98.0
Buses	0	1	0	-	1	0	18	5	-	23	0	0	23	-	23	47
% Buses	-	1.3	0.0	-	0.9	-	0.5	7.4	-	0.6	-	0.0	0.6	-	0.6	0.6
Single-Unit Trucks	0	2	2	-	4	0	39	1	-	40	0	0	34	-	34	78
% Single-Unit Trucks	-	2.5	6.1	-	3.5	-	1.0	1.5	-	1.0	-	0.0	0.8	-	0.8	1.0
Articulated Trucks	0	0	0	-	0	0	16	0	-	16	0	0	15	-	15	31
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.4	0.0	-	0.4	-	0.0	0.4	-	0.4	0.4
Bicycles on Road	0	0	0	-	0	0	0	0	-	0	0	0	1	-	1	1
% Bicycles on Road	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	-	2	-	-	-	-	2	-	-	-	-	2	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-





## Site Plan



January 10th, 2025

ILLUSTRATIVE SITE PLAN  
MEYER SUBDIVISION

Libertyville, IL



AP A. PERRY HOMES  
ARCHITECTS BUILDERS REDEVELOPERS

# ITE Trip Generation Sheets

# Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 174

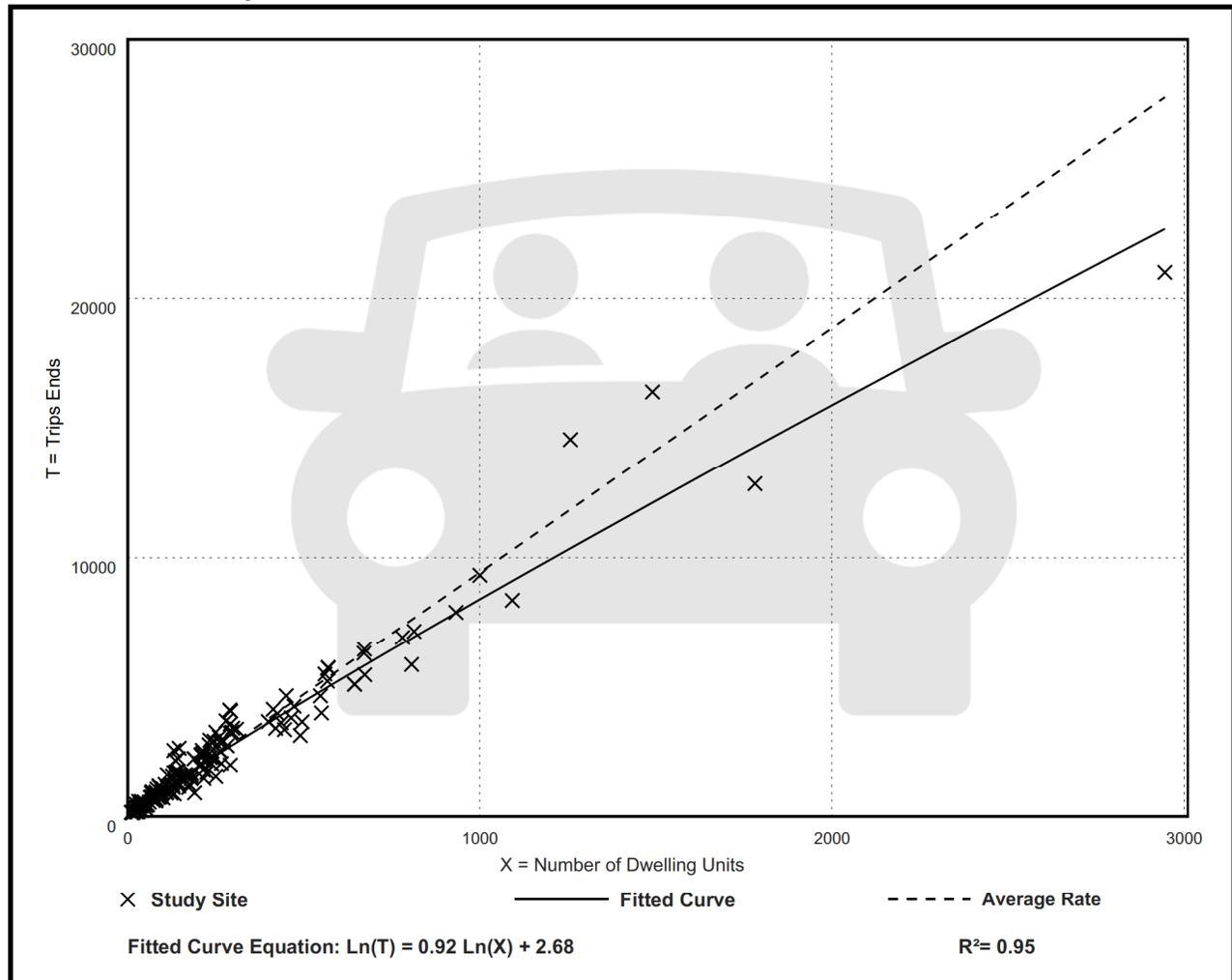
Avg. Num. of Dwelling Units: 246

Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

## Data Plot and Equation



# Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

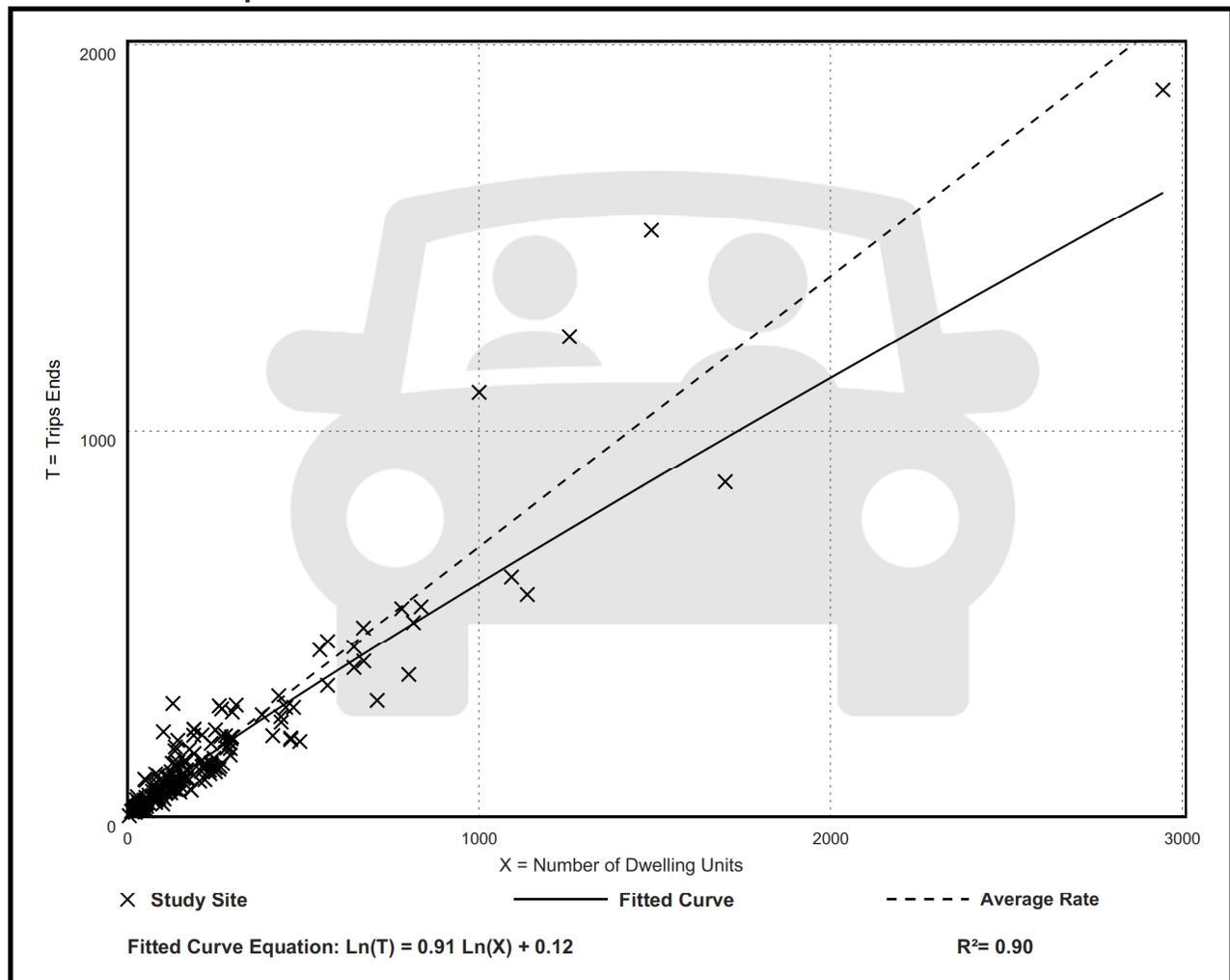
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

## Data Plot and Equation



# Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

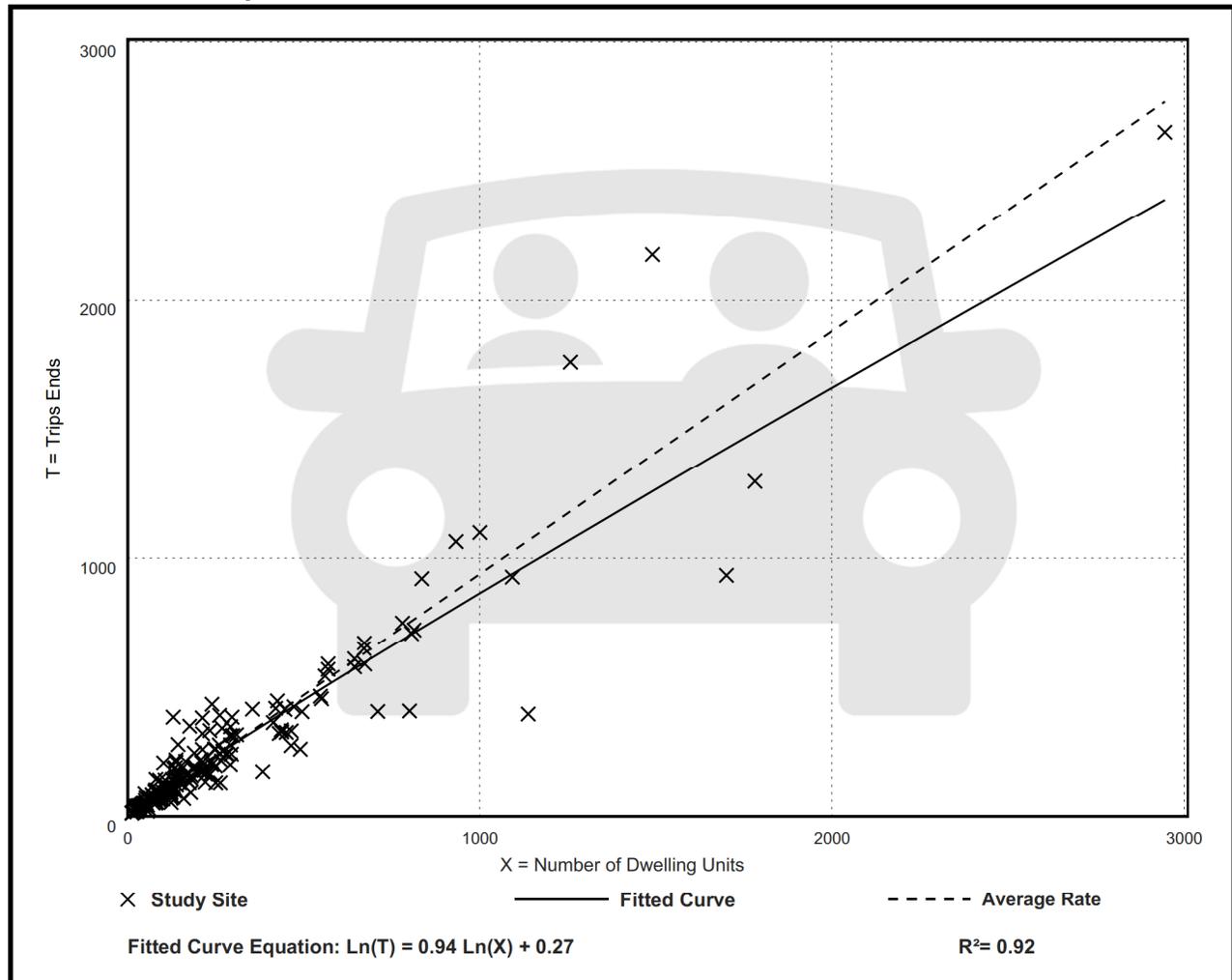
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

## Data Plot and Equation



## Level of Service Criteria

## LEVEL OF SERVICE CRITERIA

<b>Signalized Intersections</b>		
<b>Level of Service</b>	<b>Interpretation</b>	<b>Average Control Delay (seconds per vehicle)</b>
A	Favorable progression. Most vehicles arrive during the green indication and travel through the intersection without stopping.	≤10
B	Good progression, with more vehicles stopping than for Level of Service A.	> 10 - 20
C	Individual cycle failures (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear. Number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.	> 20 - 35
D	The volume-to-capacity ratio is high and either progression is ineffective or the cycle length is too long. Many vehicles stop and individual cycle failures are noticeable.	> 35 - 55
E	Progression is unfavorable. The volume-to-capacity ratio is high and the cycle length is long. Individual cycle failures are frequent.	> 55 - 80
F	The volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	> 80
<b>Unsignalized Intersections</b>		
<b>Level of Service</b>	<b>Average Total Delay (sec/veh)</b>	
A	0 - 10	
B	> 10 - 15	
C	> 15 - 25	
D	> 25 - 35	
E	> 35 - 50	
F	> 50	
Source: <i>Highway Capacity Manual</i> , 6 <sup>th</sup> Edition.		

Capacity Analysis Summary Sheets  
Existing Weekday Morning Peak Hour

HCM 6th TWSC  
 1: Milwaukee Avenue & Walnut Street

01/06/2025

Intersection

Int Delay, s/veh 0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↕		↘	↗
Traffic Vol, veh/h	24	11	755	11	11	1124
Future Vol, veh/h	24	11	755	11	11	1124
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	60	0	-	-	105	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	4	0	4	9	0	3
Mvmt Flow	25	11	778	11	11	1159

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1386	395	0 0 789 0
Stage 1	784	-	- - - -
Stage 2	602	-	- - - -
Critical Hdwy	6.88	6.9	- - 4.1 -
Critical Hdwy Stg 1	5.88	-	- - - -
Critical Hdwy Stg 2	5.88	-	- - - -
Follow-up Hdwy	3.54	3.3	- - 2.2 -
Pot Cap-1 Maneuver	132	610	- - 840 -
Stage 1	405	-	- - - -
Stage 2	504	-	- - - -
Platoon blocked, %			- - - -
Mov Cap-1 Maneuver	130	610	- - 840 -
Mov Cap-2 Maneuver	262	-	- - - -
Stage 1	405	-	- - - -
Stage 2	497	-	- - - -

Approach	WB	NB	SB
HCM Control Delay, s	17.3	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	262 610	840	-
HCM Lane V/C Ratio	-	-	0.094 0.019	0.014	-
HCM Control Delay (s)	-	-	20.2 11	9.3	-
HCM Lane LOS	-	-	C B	A	-
HCM 95th %tile Q(veh)	-	-	0.3 0.1	0	-

Capacity Analysis Summary Sheets  
Existing Weekday Evening Peak Hour

HCM 6th TWSC  
1: Milwaukee Avenue & Walnut Street

01/06/2025

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑↓		↘	↑↑
Traffic Vol, veh/h	16	10	1227	23	8	917
Future Vol, veh/h	16	10	1227	23	8	917
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	60	0	-	-	105	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	0	10	1	4	0	1
Mvmt Flow	17	10	1278	24	8	955

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1784	651	0	0	1302
Stage 1	1290	-	-	-	-
Stage 2	494	-	-	-	-
Critical Hdwy	6.8	7.1	-	-	4.1
Critical Hdwy Stg 1	5.8	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-
Follow-up Hdwy	3.5	3.4	-	-	2.2
Pot Cap-1 Maneuver	75	393	-	-	539
Stage 1	226	-	-	-	-
Stage 2	584	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	74	393	-	-	539
Mov Cap-2 Maneuver	174	-	-	-	-
Stage 1	226	-	-	-	-
Stage 2	575	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	22.7	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	174	393	539
HCM Lane V/C Ratio	-	-	0.096	0.027	0.015
HCM Control Delay (s)	-	-	27.9	14.4	11.8
HCM Lane LOS	-	-	D	B	B
HCM 95th %tile Q(veh)	-	-	0.3	0.1	0

Capacity Analysis Summary Sheets  
Year 2030 Total Projected Weekday Morning Peak Hour

HCM 6th TWSC  
 1: Milwaukee Avenue & Walnut Street

01/07/2025

Intersection						
Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↕		↘	↗
Traffic Vol, veh/h	27	13	785	12	11	1169
Future Vol, veh/h	27	13	785	12	11	1169
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	60	0	-	-	105	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	4	0	4	9	0	3
Mvmt Flow	28	13	809	12	11	1205

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1440	411	0	0	821	0
Stage 1	815	-	-	-	-	-
Stage 2	625	-	-	-	-	-
Critical Hdwy	6.88	6.9	-	-	4.1	-
Critical Hdwy Stg 1	5.88	-	-	-	-	-
Critical Hdwy Stg 2	5.88	-	-	-	-	-
Follow-up Hdwy	3.54	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	121	596	-	-	817	-
Stage 1	391	-	-	-	-	-
Stage 2	490	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	119	596	-	-	817	-
Mov Cap-2 Maneuver	251	-	-	-	-	-
Stage 1	391	-	-	-	-	-
Stage 2	484	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	17.9	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	251	596	817
HCM Lane V/C Ratio	-	-	0.111	0.022	0.014
HCM Control Delay (s)	-	-	21.1	11.2	9.5
HCM Lane LOS	-	-	C	B	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	0

Capacity Analysis Summary Sheets  
Year 2030 Total Projected Weekday Evening Peak Hour

HCM 6th TWSC  
 1: Milwaukee Avenue & Walnut Street

01/07/2025

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	18	11	1276	25	10	954
Future Vol, veh/h	18	11	1276	25	10	954
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	60	0	-	-	105	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	0	10	1	4	0	1
Mvmt Flow	19	11	1329	26	10	994

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	1859	678	0	0	1355	0
Stage 1	1342	-	-	-	-	-
Stage 2	517	-	-	-	-	-
Critical Hdwy	6.8	7.1	-	-	4.1	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.4	-	-	2.2	-
Pot Cap-1 Maneuver	66	376	-	-	514	-
Stage 1	212	-	-	-	-	-
Stage 2	569	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	65	376	-	-	514	-
Mov Cap-2 Maneuver	163	-	-	-	-	-
Stage 1	212	-	-	-	-	-
Stage 2	558	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	24.2	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	163	376	514
HCM Lane V/C Ratio	-	-	0.115	0.03	0.02
HCM Control Delay (s)	-	-	29.9	14.9	12.1
HCM Lane LOS	-	-	D	B	B
HCM 95th %tile Q(veh)	-	-	0.4	0.1	0.1