

Ordinance No. 14-12

**AN ORDINANCE APPROVING FINAL DEVELOPMENT PLANS FOR A
PLANNED UNIT DEVELOPMENT FOR A 176 ACRE PROPERTY LOCATED
SOUTH OF ROUTE 72 AND WEST OF THE COMED RIGHT-OF-WAY IN THE
VILLAGE OF EAST DUNDEE, ILLINOIS
(Beverly Materials Site)**

WHEREAS, the Village of East Dundee (the "Village") is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois and has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and,

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") have adopted pursuant to its home rule authority in Sections 157.240 through 157.249 of the East Dundee Zoning Chapter the purposes, objectives, general development standards and review procedures for consideration of a planned unit development as a special use; and,

WHEREAS, Chicago Title Land Trust Company, Trust Numbers 11-3242 and 11-5065 as owners ("Owner") and Beverly Materials Management, LLC as lessee and operator ("Lessee") of an approximately 176 acre site legally described in Exhibit A, attached hereto and made a part hereof by reference (the "Property"), have applied for a Planned Unit Development for the Property; and,

WHEREAS, Owner and Lessee have expanded its current recycling operations including construction and demolition debris and landscape waste and now desire to reorganize these uses in a comprehensive manner into an integrated environmental campus resulting in the request for a planned unit development to provide flexibility with appropriate screening, buffering and operational controls to minimize any impacts on neighboring properties in the Village; and,

WHEREAS, the Property is zoned and classified in the M-1, Limited Manufacturing District under the provisions of the East Dundee Zoning Chapter; and,

WHEREAS, the Owner and Lessee have applied for approval of Preliminary and Final Development Plans for a Planned Unit Development as set forth in their application P/Z No. 14-06-01; and,

WHEREAS, the requested Final Development Plan is seeking the following exceptions as part of the Planned Unit Development for the following non-applicable sections:

A. Sec. 157.241(I)(9) – a minimum of 20% of the total site shall be landscaped with 89% coverage by plant materials,

B. Sec. 157.241(I)(11) – pedestrian and bicycle access shall be provided within the development and connect to public pedestrian and bicycle facilities,

C. Sec. 157.241(J)(2) – a minimum of 10% of the site shall consist of useable open space,

D. Sec. 158.04(2) – landscaping shall be provided on interior parkways, perimeter areas, foundation areas, parking lots, and site interiors,

and storm water management variances:

E. Sec. 201(g): Not compensating for depressional storage resulting from existing activities,

F. Sec. 203(g): Use of a dry retention basin in order to minimize potential odors; and,

WHEREAS, upon due notice and after a public hearing held on June 16, 2014, by the Planning and Zoning Commission of the Village of East Dundee the Commission has recommended (approval/disapproval) of the request by a vote of 7 ayes, 0 nays and 2 absent and a copy of the adopted Findings of Fact and Recommendation are attached hereto as Exhibit B; and,

WHEREAS, the Corporate Authorities of the Village of East Dundee have considered and find pursuant to the relevant portions of East Dundee's Ordinances that the approval of a special use for a planned unit development with its Preliminary and Final Planned Unit Development Plans is

deemed necessary for the public health, safety and welfare on the Property, and is so designed, located and proposed so as not to cause any substantial injury to the value of other property in the neighborhood in which it is located; and,

WHEREAS, based upon the evidence presented at said hearing and in their application, the Owner and Lessee have entered into the record evidence that addresses the requirements for final development plan approval; and

WHEREAS, pursuant to the provisions of the Code of the Village of East Dundee, the corporate authorities have determined that a special use for a Planned Unit Development and Preliminary and Final Plan Approval should be approved as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1: That the above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That the Corporate Authorities hereby approve as a special use a Planned Unit Development with its Preliminary and Final Development Plans, including the requested storm water variances, for the Property which shall be constructed, operated and maintained in accordance with the following:

- A. Application for Development Approval: Planned Development Review and Approval, attached hereto and made a part hereof as Exhibit C, signed by Daniel R. Plote and Raymond E. Plote, notarized on May 15, 2014,
- B. Plat of Survey 11X17 and 24X36, attached hereto and made a part hereof as Exhibit D, prepared by Haeger Engineering, dated 02-25-2014,
- C. Beverly Materials, LLC. East Dundee, Illinois 176.72-Acre Planned Unit Development Submittal, Drawing Numbers D-1 through D-16, prepared by CB&I Environmental & Infrastructure, Inc., attached hereto and made a part hereof as Exhibit E, dated May 2014,
- D. Planned Unit Development Benefit Agreement dated May 16, 2014 and attached hereto and made a part hereof as Exhibit F,

- E. Memorandum entitled, Proposed Plote Environmental Campus; South of Rte. 72 West of Village Limits, dated June 11, 2014 prepared by Vandewalle & Associates attached hereto and made a part hereof as Exhibit G.

Section 3: That the Planned Unit Development herein approved shall be constructed, operated and maintained in accordance with the following conditions:

- A. The standards contained in Sec. 157.241 and Sec. 158.04 as described in the staff report, Exhibit G, are deemed to be not applicable to the proposed project;
- B. The applicant shall complete construction of the proposed full perimeter berm prior to initiating operations of any additional recycling or landscape waste and composting operations on the site
- C. Once complete, the perimeter berm shall be continually maintained;
- D. The applicant shall maintain the vegetation along the site's Rte. 72 frontage and shall promptly replace any dead or significantly damaged trees
- E. The applicant shall apply for and receive approval of a sign permit prior to erecting any additional signs on the property
- F. The Village and the applicant shall enter into a PUD Agreement in substantially the same form as that submitted with the application prior to initiating any of the proposed uses; and
- G. The applicant shall address all other comments as provided by the Village Engineer in full compliance with all applicable regulations prior to initiating any of the proposed uses.

Section 4: The village clerk is authorized and directed to amend all pertinent records of the Village of East Dundee to show the approvals granted hereunder.

Section 5: If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 6: All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section 7: This ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

Passed on the 16th day of June, 2014, according to the following roll call vote.

AYES:

Trustees Gorman, Lynam, Selep and Wood

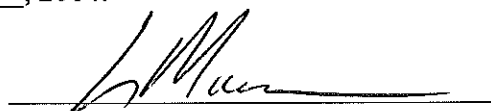
NAYES:

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ABSENT:

Trustees Skillicorn and Ruffalo

APPROVED by me this 16th day of June 2014.



Lael Miller, Village President

Attest:



Heather Maieritsch, Village Clerk

Published in pamphlet form: June 23, 2014

LIST OF EXHIBITS

Exhibit A	Legal description of Property
Exhibit B	Findings of Fact and Recommendation
Exhibit C	Application for Development Approval
Exhibit D	Plats of Survey
Exhibit E	Planned Unit Development Submittal
Exhibit F	Planned Unit Development Agreement
Exhibit G	Vandewalle Memorandum

**VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS
PLANNING AND ZONING COMMISSION**

Application of Raymond and Daniel Plote on behalf of Chicago Title)
Land Trust Company, Trust No. HTB-11-3242 & HTB-11-5065, for)
approval of the following for a 176.72[±]-acre property located on the) P&Z File No. 14-06-01
south side of Route 72, west of the Village Limits: Planned Unit)
Development preliminary and final plans and Variances to Sections)
201(g) and 203(g) of the Village Storm Water Ordinance)

To: The Honorable Lael Miller, President
And Board of Trustees

REPORT OF FINDINGS OF FACT AND RECOMMENDATION

WHEREAS, the Applicant, Raymond and Daniel Plote on behalf of Chicago Title Land Trust Company, Trust No. HTB-11-3242 & HTB-11-5065, (the "Applicant"), has applied for:

- A Planned Unit Development preliminary and final plan approval for an environmental campus including several mineral extraction, batch, solid waste processing and recycling uses
- A Variance to Sec. 201(g) of the Village Storm Water Ordinance
- A Variance to Sec. 203(g) of the Village Storm Water Ordinance

for a 176.72[±]-acre property generally located on the south side of Route 72 just west of the Village Limits, in the Village of East Dundee, Illinois ("Subject Property"); and

WHEREAS, the Planning and Zoning Commission of the Village of East Dundee conducted a public hearing to consider the application on June 16, 2014; and

WHEREAS, notice of the hearing on the application was duly published as required by law; and

WHEREAS, various exhibits prepared by the Applicant describing the Project in more detail were presented and entered into the record at the public hearing along with the testimony and evidence presented by others, all of which are set forth in the minutes, transcript, and exhibits contained in P&Z File No. 14-06-01 maintained by the Village Clerk's office (the "Project File"); and

WHEREAS, Section 157.245 of the Village Code provides that applications for Planned Unit Development final and preliminary plans may be granted by the Board of Trustees after a public hearing before the Planning and Zoning Commission and receipt of a report of the Planning and Zoning Commission's findings and recommendations; and

WHEREAS, Section 904 of the Village Storm Water Ordinance Code provides that applications for Variances to storm water management standards may be granted by the Board of Trustees after a public hearing before the Planning and Zoning Commission and receipt of a report of the Planning and Zoning Commission's findings and recommendations.

NOW THEREFORE, the Village of East Dundee Planning and Zoning Commission makes the following findings of fact and recommendations relative to the subject application for

Planned Unit Development preliminary and final development plans and two requests for Variances to the Village Storm Water Ordinance:

SECTION 1. The Recitals set forth above constitute a material part of this Findings of Fact and Recommendation Report as if set forth in their entirety in this Section 1.

SECTION 2. All exhibits, testimony and evidence presented at the public hearing and contained in the Project File also are incorporated herein by reference.

SECTION 3. Consistent with all of the exhibits in the Project File, the proposed project (the "Project") is generally described as a 176.72[±]-acre parcel generally consisting of an environmental campus that contains a mix of mineral extraction, batch, solid waste processing and recycling uses.

SECTION 4. Section 157.245 of the Village Code provides procedures and requirements for the approval of Planned Unit Development preliminary and final development plans.

SECTION 5. Section 157.241 provides the following standards for Planned Unit Development preliminary and final plans that are hereby deemed to be not applicable to the proposed project for the reasons indicated:

- A. Sec. 157.241(I)(9) – a minimum of 20% of the total site shall be landscaped with 89% coverage by plant materials

Given the nature of the proposed uses and the request by the applicant to shift the allowable uses around the site, this provision is not applicable. The uses are all conducted outdoors and involve heavy machinery and materials storage and processing. Internal landscaping is intended to benefit uses that have site occupants and visitors for conventional developments that are conducted mostly indoors and would provide no benefits for the proposed uses.

- B. Sec. 157.241(I)(11) – pedestrian and bicycle access shall be provided within the development and connect to public pedestrian and bicycle facilities

The nature of the proposed uses is not compatible with providing pedestrian and bicycle access within the development. The use of heavy machinery and trucks and outdoor processing and storage of materials creates an unsafe environment for pedestrians and bicyclists, and they will not generate a demand for such access. In addition, there are no sidewalks or bike trails along this section of Route 72 with which to connect.

- C. Sec. 157.241(J)(2) – a minimum of 10% of the site shall consist of useable open space

Useable open space is intended to benefit site occupants and visitors. The nature of the proposed uses is incompatible with useable open space (as defined in the zoning ordinance) and will not generate a demand for such an amenity.

SECTION 6. Chapter 158 of the Village Code of Ordinances provides the following standards for landscaping and screening that are hereby deemed to be not applicable to the proposed project for the reason indicated:

- A. Sec. 158.04(2) – landscaping shall be provided on interior parkways, perimeter areas, foundation areas, parking lots, and site interiors

Given the nature of the proposed uses and the request by the applicant to shift the allowable uses around the site, this provision is not applicable. The uses are all conducted outdoors and involve heavy machinery and materials storage and processing. Internal landscaping is intended to benefit uses that have site occupants and visitors for conventional developments that are conducted mostly indoors and would provide no benefits for the proposed uses. As an alternative, the applicant has proposed a perimeter berm and landscaping around the entire site.

SECTION 7. In accordance with section 904 of the Village Storm Water Ordinance, the Applicant has requested the following two variations to the storm water management standards for the reasons indicated:

- A. Sec. 201(g): Not compensating for depressional storage resulting from existing activities

The applicant previously removed some soil from the southern half of the site that created some depressed areas. Under the ordinance, the proposed regrading of the site would require compensation for the storage volumes provided by these depressed areas. However, these were artificially created and the applicant's storm water management plans account for the storage requirements of the entire regraded area.

- B. Sec. 203(g): Use of a dry retention basin

Given the nature of the proposed operations on the site, the applicant is seeking to infiltrate storm water so the retention areas remain dry most of the time in order to cut down on the potential for insects and other pests drawn to water as well as to avoid odors and water quality issues.

SECTION 8. Based on the testimonial evidence presented at the Public Hearing, the completed application forms and materials submitted to the Village by the Applicant, and the reports provided by the Village Planning Consultant and Village Engineer, the Planning and Zoning Commission finds the following with respect to the Applicant's proposal and in so doing, finds that the Project meets the standards for Planned Unit Development preliminary and final development plans, subject to the conditions described in Section 10, herein:

- A. The proposed preliminary development plan complies with all applicable planned unit development standards;
- B. The proposed preliminary and final development plans are consistent with the goals and objectives of the comprehensive plan, including the uses and intensity of development, and with the text, maps and drawings in the comprehensive plan;
- C. The proposed preliminary and final development plans are compatible with the existing uses and zoning district classifications of nearby property;

- D. The proposed preliminary and final development plans are suitable for the Subject Property and uses permitted under the existing zoning classification;
- E. The proposed preliminary and final development plans are consistent with land development conditions in the vicinity of the Subject Property given the length of time the subject property and adjoining properties have been used in a manner similar to that being proposed;
- F. There are changed and changing conditions in the vicinity of the Subject Property due to increasing demands and requirements for recycled materials that make the proposed preliminary and final development plans reasonable and necessary to the promotion of public health, safety, morals and general welfare;
- G. That adequate public facilities including, but not limited to, schools, parks, police and fire protection, roads, sanitary and storm sewers, and water lines exist or will be provided concurrent with the development of the Project; and,
- H. The proposed preliminary and final development plans do not lessen or impede the suitability for the permitted use and development of, nor is it injurious to the use and enjoyment of, nor substantially diminish or impair the value of, nor is incompatible with, other property in the immediate vicinity.

SECTION 9. Based on the testimonial evidence presented at the Public Hearing, the completed application forms and materials submitted to the Village by the Applicant, and the reports provided by the Village Planning Consultant and Village Engineer, the Planning and Zoning Commission finds the following with respect to the Applicant's proposal and in so doing, finds that the Project meets the standards for variances to sections 201(g) and 203(g) of the Village Storm Water Ordinance, subject to the conditions described in Section 10, herein:

- A. The variances will not increase the probability of flood damage or create an additional threat to the public health, safety and welfare.
- B. The variances are the minimum required considering each of the following statements of policy underlying the storm water ordinance and there are no means other than the requested variances by which the demonstrated hardship can be avoided or remedied to a degree sufficient to permit the reasonable continuation of the development:
 - 1. Site runoff storage of storm water contributes to the improvement of the quality of storm water runoff.
 - 2. The volume of site runoff storage provided in open-air vegetated facilities is maximized consistent with other site constraints on land use, including zoning requirements essential for the proposed development.
 - 3. Conveyance of storm water does not disproportionately absorb the design capacity of existing offsite conveyance facilities for any storm event from the two-year to the 100-year flood frequency.
 - 4. High quality natural areas are preserved on the site, including without limitation, stands of native trees, existing wetlands, natural floodplain storage or other valuable environmental and biological resources.
- C. The variances are not requested solely for the purpose of increasing the density of the development nor impervious areas on the site.

- D. The variances are not requested solely as a result of economic hardship.
- E. The variances are required due to unique, natural topographical features of the site.
- F. The applicant's circumstances are not self-imposed.

SECTION 10. The Planning and Zoning Commission recommends approval of the requested Planned Unit Development preliminary and final development plans and the two requested variances to the Village Storm Water Ordinance for the Project on the express condition that the Applicant, owners and operators and any successor owners and operators of the Subject Property or any portion thereof comply with the following:

- A. The standards contained in Sections 5 and 6, herein, are deemed to be not applicable to the proposed project;
- B. The applicant shall complete construction of the proposed full perimeter berm prior to initiating operations of any additional recycling or landscape waste and composting operations on the site;
- C. Once complete, the perimeter berm shall be continually maintained;
- D. The applicant shall maintain the vegetation along the site's Rte. 72 frontage and shall promptly replace any dead or significantly damaged trees;
- E. The applicant shall apply for and receive approval of a sign permit prior to erecting any additional signs on the Subject Property;
- F. The Village and the applicant shall enter into a PUD agreement in substantially the same form as that submitted with the Project application prior to initiating any of the proposed uses; and
- G. The applicant shall address all other comments as provided by the Village Engineer in full compliance with all applicable regulations prior to initiating any of the proposed uses.

SECTION 11. On June 16, 2014, the Village of East Dundee Planning and Zoning Commission voted 7 to 0 to recommend the Project for approval based on the Findings of Fact and conditions as described in this Report.

Adopted on June 16, 2014, by:



Chairman, John Brewer



Member



Member



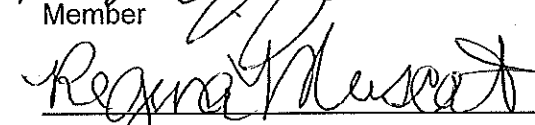
Member



Member



Member



Member

PLANNED UNIT DEVELOPMENT BENEFIT AGREEMENT

This Planned Unit Development (PUD) Benefit Agreement (the Agreement) is made this day of , 2014, by and between Chicago Title Land Trust Company as successor trustee under trust agreement dated October 1, 1985 and known as trust number 11-3242 and Chicago Title Land Trust Company as successor trustee under trust agreement dated February 1, 1995 and known as trust number 11-5065 (together "Trusts" or "Trustee" as applicable) and Beverly Materials Management, LLC ("Beverly", and with the Trustee, the "Beverly Parties"), an Illinois limited liability company, and the Village of East Dundee, an Illinois Municipal Corporation (the "Village").

WITNESSETH

WHEREAS, the Trustee is the owner of approximately 176.72 acres of property, located south of Illinois Route 72 / Higgins Road, in the Village, which is legally described in Exhibit A (the "Property"), and Beverly is the lessee and operator of the activities described herein on the Property, with the approximate location of such operations being depicted in the Beverly Materials, LLC, 176.72-Acre Planned Unit Development Submittal, prepared by CB&I Environmental & Infrastructure, Inc., dated April 2014 and consisting of sheets D1 through D16, which submittal is attached hereto as Exhibit B; and

WHEREAS, the Property is zoned in the M-1 (Limited Manufacturing) District under the Village's Zoning Ordinance ("Zoning Ordinance"); and

WHEREAS, at the time of annexation of the Property to the Village, the following uses were being legally operated on the Property (the "Current Permitted Uses"):

- i. Farm and garden supply;
- ii. Building material sales;
- iii. Greenhouse and nursery, retail and wholesale;

- iv. Storage for material or equipment sales;
- v. Offices ancillary to permitted uses;
- vi. Vehicle maintenance facilities, tool houses, sheds, and/or other similar buildings for the storage of supplies and equipment; and
- vii. Water retention and detention areas.

WHEREAS, in addition to the Current Permitted Uses, at the time of annexation of the Property to the Village, the following uses were being legally operated on the Property (the "Current Special Uses"):

- i. Stone or gravel quarry, crushing, grading, washing, and loading operations, which includes mineral extraction and processing;
- ii. Concrete, brick, and asphalt recycling;
- iii. Cement, concrete or mortar mixing plant; and
- iv. Soil filling operations pursuant to the regulations regarding Clean Construction or Demolition Debris Fill Operations, which are set forth in 35 Illinois Administrative Code 1100 *et seq*;

WHEREAS, in addition to the Current Permitted Uses and the Current Special Uses, the Beverly Parties desire to operate the following additional special uses on the Property (the "Additional Special Uses"),

- a. waste transfer, storage and treatment facilities, which may be operated in the open-air rather than within buildings, including:
 - i. Facilities accepting exclusively general construction or demolition debris for transfer, storage, or treatment per IEPA guidelines and definitions;
 - ii. Landscape waste composting, sale, and transfer, including all activities associated with, but not limited to, windrow-style composting and curing;
 - iii. Landscape waste transfer stations;
 - iv. The construction, maintenance, and operation of such structures, conveyors, and other movable and immovable equipment

necessary to carry out mining, recycling, and/or processing operations;

v. Handling, processing, temporary storage, sale, and transfer of the following:

- (1) source-separated materials (such as cardboard, mixed paper, aluminum, glass, asphalt shingles and plastics) including any beneficial use determination (or "BUD") activity;
- (2) Commingled recyclable commodities (such as those from residential curbside recycling collection, including asphalt shingles);
- (3) Electronics;
- (4) Textiles;
- (5) Tires; and
- (6) Wood waste; and
- (7) Organic waste or material, including alternative technologies for handling the same, in conformance with all applicable state regulations; and

b. Batch asphaltic plant, including utilizing recycled materials consistent with state regulations and guidelines.

WHEREAS, since the time of the annexation of the Property to the Village, the Village has amended the Zoning Ordinance to reclassify and rename the Current Permitted Uses and Current Special Uses; and

WHEREAS, the Beverly Parties have filed a petition for a Planned Unit Development on the Property for the purpose of: confirming that the Current Permitted Uses and Current Special Uses are permitted uses or special uses allowed by the Zoning Ordinance and approving the same under the Zoning Ordinance; authorizing and approving the Additional Special Uses on the Property; and approving a Planned Unit Development that will enable the Beverly Parties to

operate the Current Permitted Uses, Current Special Uses and Additional Special Uses on the Property (the "Proposed Planned Unit Development"); and

WHEREAS, contemporaneous with the approval of this Agreement, the Village Board of Trustees has approved and adopted an ordinance approving the Existing Permitted Uses, the Existing Special Uses, the Additional Special Uses and the Proposed Planned Unit Development ("PUD Ordinance"); and

WHEREAS, the Beverly Parties desire to provide certain environmental and operational control measures, as well as other benefits, to the Village with respect to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals

The Parties agree that the foregoing recitals are material to this Agreement and are hereby incorporated and made a part of this Agreement as if they were fully set forth herein.

2. Property Covered

This Agreement applies to the Property which is legally described in Exhibit A and depicted in Exhibit B, which exhibits are attached hereto.

3. Environmental and Operational Control Measures

- a. Operator (or Beverly, if Beverly is the Operator) shall operate any landscape waste compost facility pursuant to a permit issued by the Illinois Environmental Protection Agency in accordance with Title 35 Illinois Administrative Code, Part 830, Standards for Compost Facilities, and Beverly's application for said permit shall include an operations plan and an odor control plan.

- b. Operator (or Beverly, if Beverly is the Operator) shall conduct all operations on the Property in a manner that does not cause a nuisance and is protective of the public health, safety, welfare and the environment, and is in compliance with all applicable state, federal, and/or local statutes, laws, ordinances, rules or regulations.
- c. The various control measures contained herein represent minimum control measures which in no way limit the ability of the Village to take any action regarding a nuisance and/or enforce any applicable statute, law, ordinance, rule or regulation.

4. Development Benefits

Beverly shall provide benefits to the Village as follows:

- a. Host Benefit Fee on C&D Transfer Facility. Operator (or Beverly, if Beverly is the Operator) shall pay the Village a Host Benefit Fee on seventy five percent (75%) of each ton of General Construction and/or Demolition Debris as defined by the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., (the "Act") accepted by the C&D Transfer Facility (the "Facility") intended to be permitted pursuant to Section 22.38 of the Act and operated on the Property, beginning on the first day of operation of the Facility ("Commencement Date") and continuing thereafter for the term of this Agreement.
- b. Calculation. The initial Host Benefit Fee on such materials shall be \$0.75 (seventy five cents) per ton times seventy five percent (75%) of the aggregate daily tonnage of such material as described in section 4(a) above accepted by the Facility. The Host Benefit Fee shall be calculated

and paid on a quarterly basis. A new Operating Year shall commence on each anniversary of the Commencement Date.

- c. Payment. The Host Benefit Fee herein shall be considered general revenue, and shall be payable to the Village on a quarterly basis. The Host Benefit Fee shall be paid to the Village thirty (30) days after the end of the quarter. Each payment shall be accompanied by a report documenting the data and methodology used to determine the payment amount and showing the amount of the below described credit.
- d. Host Benefit Fee Adjustment. The Host Benefit Fee shall initially be adjusted upwards at the end of the month on the third (3rd) anniversary of the Commencement Date, and adjusted upwards every year thereafter on that date by the percentage increase during the previous calendar year in the Consumer Price Index (the "Index") for All Urban Consumers for Chicago, Illinois- Gary, Indiana-Lake County, Illinois (all items, 1982-84 = 100), all items, as published by the U.S. Department of Labor, excluding any increase due to increases in food and energy and utilizing November to November non-seasonally adjusted figures ("Core CPI"). However, if the percentage change in Core CPI is negative it shall be treated as being unchanged. Should, at any time, such calculation in Exhibit C become impossible, the Parties shall negotiate in good faith to agree on an alternative method of calculation as close as reasonably possible to that employed in the Index. The annual Host Benefit Fee Adjustment shall be capped at three percent (3%) each year.

- e. Review of Facility Records. The Village shall have the right to inspect and audit records of Operator (or Beverly, if Beverly is the Operator) and contest any calculation by Operator (or Beverly, if Beverly is the Operator) of the Host Benefit Fee. The Village may dispute any payment of the Host Benefit Fee within two (2) years of receipt thereof; during the pendency of any dispute, Operator (or Beverly, if Beverly is the Operator) shall pay the undisputed portion of the Host Benefit Fee.
- f. Annual Licensing Fee. The Operator (or Beverly, if Beverly is the Operator) shall pay to the Village an aggregate/consolidated annual licensing fee in the amount of Fifteen Thousand and No/100 Dollars (\$15,000) on January 1st of each year for those other Additional Special Uses conducted upon the Property which are enumerated and set forth herein. The annual licensing fee shall not apply to current activities conducted upon the Property, which include, but are not limited to, the Current Permitted Uses and the Current Special Uses, including mineral processing, asphalt/concrete recycling or any other activities which constitute a permitted use or a special use under the Village's M-I Zoning District as now in effect. Such annual licensing fee shall increase two percent (2%) per annum, the initial upward adjustment occurring on the third (3rd) Anniversary Date of the Commencement Date, and adjusted upwards every year thereafter for the term of this Agreement.
- g. Municipal Yard Waste and Compost Center. In the event that a composting facility is permitted pursuant to Title 35, Illinois

Administrative Code Part 830, and Operator (or Beverly, if Beverly is the Operator) commences composting operations on the Property, Operator (or Beverly, if Beverly is the Operator) will establish and maintain a Yard Waste and Compost Center at a suitable, accessible location within the Property. During normal and customary hours of operation, the Yard Waste and Compost Center (the "Center") shall be open to the Village and the Village of West Dundee ("West Dundee") and/or their designated agents or representatives for drop-off of Yard Waste collected by the Village and West Dundee. "Yard Waste" shall have the same definition as that assigned to "Landscape Waste" pursuant to Section 3.270 of the Illinois Environmental Protection Act. Except as provided in the next sentence, the amount of Yard Waste from the Village and West Dundee accepted at the Center at no charge shall not exceed three hundred twenty five (325) tons per year of operation. In addition, during October and November of each year of operation, the Center shall accept from the Village and West Dundee leaves collected by the Village and West Dundee within those villages, and there shall be no limit on the amount of leaves accepted during those months at the Center at no charge to the Village and West Dundee. The services described in this Section 4(g) shall not be available to commercial vendors or deliveries by individual residents of the Village or West Dundee, and only Yard Waste and leaves collected within those villages shall be delivered to the Center by vehicles owned, or operated on behalf of, the Village and West Dundee. Any

access to the Property pursuant to this Section 4(g) for the purpose herein stated shall be subject to Beverly's standard access as well as those directional and safety procedures generally applicable to all invitees upon the Property. The Parties agree that, upon the written request of either party, they shall review whether the quantities of material provided for in this Section 4(g) should be adjusted and shall amend this Section 4(g) if such adjustment is mutually approved by the Parties after said review. The Village and Beverly agree that West Dundee is not a third party beneficiary of this Agreement and has no right to enforce the provisions of this Agreement.

5. Location of Operations

The Parties recognize that Exhibit B depicts the present and intended locations within the Property for the uses contemplated by this Agreement and that on-going operations may require the relocation of such activities from time to time. The Village agrees that such activities may be relocated to any location within the Property; provided, however, that Beverly shall provide the Village Administrator notice in the manner set forth herein of its intention to relocate any such uses or activities, any permit application required to be submitted by applicable state law or regulation related to such uses or activities, along with an updated Site Plan which accurately depicts and illustrates such changes in location.

6. Aesthetic Screening

Beverly agrees to implement and maintain such natural barriers and other aesthetic screening which may be necessary from time to time to ensure that all activities and operations conducted at grade" at the Property which would otherwise be visible from adjoining properties

are screened from visibility in a manner and in the locations that are described and depicted on Sheet D13 of Exhibit B.

7. Limitation on Fees and Taxes

The Village will not levy any additional fees or taxes or increase the amount of fees or taxes assessed on Beverly or any of the operations conducted on the Property; provided, however, the foregoing restriction on the levy of any additional fees or taxes by the Village shall not apply to: (i) any fee or tax which is uniformly assessed upon all members of a class of taxpayers of which Beverly is a member, other than a class of taxpayers that is based on ownership or operation of a facility or facilities with operations similar to those then being conducted upon the Property, or which may be conducted in the future on the Property pursuant to the terms and conditions of this Agreement, (ii) general real estate taxes, (iii) ad valorem taxes similarly assessed on all taxable property in the Village, (iv) utility taxes, (v) telecommunications taxes, (vi) water and sewer connection fees and water and sewer user fees, subject to the condition that the Village is then providing such utility services to the Property, (vii) any other fee or tax which Beverly is obligated to pay pursuant to county, state or federal law, and (viii) sales taxes generally applicable within the Village.

8. Compliance with Applicable Laws

Beverly agrees to operate in accordance with and to otherwise fully comply with all applicable federal, state and/or local statutes, laws (including the Municipal Code of the Village), rules, regulations and ordinances. Beverly agrees to permit the Village to inspect the Property no more often than quarterly each year, except in instances where the Village has received a non-anonymous complaint regarding the operations on the Property from a person or party, or from any governmental agency that has jurisdiction over the operations at the Property.

Upon becoming aware of an alleged violation of any applicable state or local statute, law, rule, ordinance or regulation pertaining to the operation of the Facility under section 22.38 of the Act or the landscape waste compost facility under Title 35 Illinois Administrative Code, Part 830, and within the time period provided by applicable state law or regulation for issuance of notice pertaining to the same, the Village shall issue and serve, in the manner prescribed herein, written notice informing the Operator (and Beverly if Beverly is not the Operator) that the Village has evidence of such an alleged violation. Such written notice shall contain: (1) a statement specifying the statute, law, ordinance, rule or regulation which the Operator (and Beverly if Beverly is not the Operator) is alleged to be in violation of; (2) a copy of any inspection report and/or other documentation which the Village contends establishes such violation; (3) a notification to the Operator (and Beverly if Beverly is not the Operator) of the requirement to submit a written response addressing the violations alleged and an option to meet with the Village to attempt to resolve any such alleged violation; and (4) a listing by the Village of any actions the Village believes may resolve such alleged violation, including an estimate of a reasonable time period for the Operator (and Beverly if Beverly is not the Operator) to complete any suggested resolution.

If the Operator (or Beverly, if Beverly is not the Operator) fails to either resolve, address, or cure the alleged violation set forth in such notice within the time period provided by applicable state law, or otherwise fails to challenge such notices provided by applicable state law or regulation, such violation may then be cited as a violation of the Village Code, or referred by the Village to (at the Village's option) either the Illinois Environmental Protection Agency, the Office of the Attorney General of the State of Illinois, or the State's Attorney of Kane County, Illinois. In no event shall a provision relating to the same included within the Village Code be

stricter or "more stringent" than the standard provided for by the Act or regulations thereunder pertaining to general construction or demolition debris facilities under section 22.38 of the Act or landscape waste compost facilities under Title 35 Illinois Administrative Code, Part 830. To the extent that Beverly is not the Operator whose conduct or activities gave rise to the alleged violation in question, such notice shall also be issued to Beverly at the same time notice is given to the Operator whose conduct or activities gave rise to the alleged violation in question.

9. Notices

All notices, demands, requests, consents or other communications required by, or to be given pursuant to, this Agreement, shall be in writing and delivered to the intended recipient, by personal service, registered or certified United States Mail, return requested, postage prepaid, or confirmed facsimile transmission, to the following addresses (which are subject to change by a like prior notice):

a. If to the Village:

Village of East Dundee, Illinois
c/o Mr. Robert Skurla
Village Administrator
120 Barrington Avenue
East Dundee, Illinois 60118

b. If to Beverly:

Beverly Materials Management, LLC
c/o Mr. Ryan T. Trottier
Vice President of Land Development
1141 E. Main St., Suite 100
East Dundee, IL 60118

10. Assurance of Performance and Guarantee of Performance

Beverly shall take in timely fashion all steps that are necessary to insure the prompt and complete performance and satisfaction of all liabilities, obligations, payments and duties of any type, kind or sort which may arise by operation of federal, state and local statute, law, rule,

directive, ordinance or mandate, as well as the terms and conditions of this Agreement which pertain, apply, or relate to the operations, uses and activities enumerated herein.

11. Guarantee of Performance

If Beverly establishes the Facility under section 22.38 of the Act or the landscape waste compost facility under Title 35 Illinois Administrative Code, Part 830, and Beverly is not the Operator of either of said facilities, Beverly shall execute a Guaranty in the form attached to this Agreement as Exhibit C (a true and accurate copy of which is attached hereto and incorporated hereby this reference, fully and completely guaranteeing all of the obligations of Operator(s) under the terms and conditions of this Agreement, as well as all applicable federal, state and/or local statutes, laws, rules, regulations and/or ordinances.

12. Breaches and Remedies

- a. Operator shall be deemed to be in default under this Agreement upon the happening or occurrence of any of the events or conditions described below, each of which shall be an "Event of Default" for purposes of this Agreement:
 - i. Operator fails to observe or perform any material obligation under this Agreement, unless within sixty (60) days after written notice from the Village to the Operator (and Beverly, if Beverly is not the Operator), specifying the nature of such breach or failure, Operator (or Beverly, if Beverly is not the Operator) cures such breach or failure or, in the case of a cure that requires a supplemental permit from the Illinois EPA, Operator (or Beverly, if Beverly is not the Operator) has commenced the preparation of a supplemental permit application within said 60-day period;

- ii. Beverly is dissolved, or the existence is terminated and its business is permanently discontinued without a viable successor entity having assumed Beverly's obligations under this Agreement;
 - iii. Operator (or Beverly, if Beverly is not the Operator) fails to pay, when due, any amount due hereunder, and such failure continues for a period of thirty (30) days following the receipt by Operator or Beverly (as the case may be) of the Village's notice of such failure;
 - iv. Beverly is adjudicated as bankrupt or insolvent, or any order is entered for relief under any bankruptcy law with respect to the Beverly.
- b. Upon an Event of Default described herein above, the Village shall be entitled to exercise all remedies available at law or in equity (including injunctive relief) or other appropriate proceedings, including, without limitation, bringing an action or actions from time to time for recovery of amounts due and unpaid. If the Village is the prevailing party in any such proceeding, it may recover its reasonable attorney's fees, court costs and litigation expenses in such proceeding.
- c. All rights and remedies of the Village set forth in this Agreement shall be cumulative, and no remedy available to the Village shall be exclusive of any other remedy. Rights and remedies afforded to the Village herein shall survive termination of this Agreement for breaches occurring during the term of this Agreement.

- d. In no event shall either party, or its agents, employees, successors, assigns, consultants, suppliers or contractors be liable to the other party under this Agreement or to its members, officers, directors, partners, affiliates, agents, employees, successors, assigns, suppliers or contractors for special, indirect, consequential, punitive or exemplary damages of any nature of kind whatsoever, including loss of profits or revenue, loss of contracts, cost of capital or claims of customers, and each party hereby releases and covenants not to sue the other party therefore.

13. Notification of Change and Operator Status

Beverly shall provide notice to the Village within thirty (30) days of any intended change in Operator of the conduct, activities and facilities which are the subject of this Agreement.

14. Severability

If a court of competent jurisdiction holds or adjudges any provision of this Agreement invalid, said judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of this Agreement that this Agreement would have been approved had such invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

No amendment, modification or changes to this Agreement shall be effective unless the same shall be in writing and duly executed by the Village and Beverly.

15. Police Power Savings Clause

Notwithstanding any provision herein to the contrary, nothing in this Agreement shall abridge, impair, or affect the police powers of the Village.

16. Governing Law and Venue

The laws of the State of Illinois shall govern this Agreement. Venue for the purposes of any dispute which may arise between the Village and the Beverly Parties shall be deemed to be the Circuit Court in and for Kane County, Illinois.

17. Force Majeure

Neither the Village nor the Beverly Parties shall be liable for its or their failure to perform under this Agreement to the extent due to contingencies beyond its or their reasonable control, including, without limitation, strikes, riots, war, fire, acts of God, compliance with any law, permit, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

18. Assignment of Agreement

Beverly shall not transfer its interests in this Agreement, the Property, or ownership of the operations and/or activities governed by the terms and conditions of this Agreement, or its interest in its capacity as "Owner" as defined by the Act in any permits for any of its operations and/or activities on the Property which are enumerated herein to any unrelated third party without the prior written approval of the Village, which approval shall not be unreasonably withheld or delayed. In assessing a proposed transfer or ownership of the operational permits, the proposed assignee shall provide to the Village its consent to be bound to the provisions and remaining term of this Agreement.

19. Authority to Enter Into Agreement

The Village and the Beverly Parties hereby represent and warrant to each other that the individuals executing this Agreement in their official capacities have been duly authorized and empowered to sign this Agreement. The Village shall provide the Beverly Parties with a certified

copy of the resolution of its Village Board authorizing the execution of this Agreement by the undersigned representatives of the Village. Beverly shall provide the Village with a copy of an appropriate resolution authorizing the execution of this Agreement by the undersigned representatives of Beverly.

20. Binding Effect

This Agreement shall bind the Parties, their successors, and assigns.

21. Waiver

The failure of the Village or Beverly at any time to require the performance of any provision of this Agreement shall not affect its right to enforce the provision at a later time. No waiver of any nature by the Village or Beverly, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

22. No Third Party Beneficiaries

The provisions of this Agreement are for the sole and exclusive benefit of the Village and Beverly and their respective successors and assigns, and no third party is intended to nor shall be deemed to have any express or implied rights hereunder.

23. Term

This Agreement shall remain in effect for so long as any of the uses approved in the PUD Ordinance are being operated on the Property.

[signature page follows]

IN WITNESS WHEREOF, the Village and the Beverly Parties have caused this
Planned Unit Development Benefit Agreement to be executed by their duly authorized
representatives on the day and year written above.

Legal Entity: Beverly Materials Management, LLC

By: [Signature]

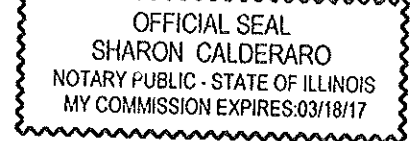
Typed/Printed Name: DANIEL R. PLOTE

Title: MANAGER

Date of Execution: 7-25-2014

Before Me, the undersigned authority, on this 25th day of July, 2014 personally
appeared Daniel R. Plote, on behalf of Beverly Materials Management, LLC, known
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that the executed the same for the purposes and consideration therein expressed.

Notary Public: [Signature]
My Commission Expires On: 3/18/17



Legal Entity: Chicago Title Land Trust Company as trustee aforesaid and not personally

By: [Signature]

Typed/Printed Name: MARY M. BRAY

Title: TRUST OFFICER

Date of Execution: 6/30/14

Before Me, the undersigned authority, on this 30th day of JUNE, 2014 personally
appeared MARY M. BRAY
TRUST OFFICER, on behalf of Chicago Title Land Trust Company, known to
be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that the executed the same for the purposes and consideration therein expressed.

Notary Public: [Signature]
My Commission Expires On: [Signature]



This instrument is executed by the undersigned Land Trustee, not personally but solely as
trustee in the exercise of the power and authority conferred upon and vested in it as such
trustee. It is expressly understood and agreed that all the warranties, indemnities, representa-
tions, covenants, undertakings and agreements herein made on the part of the Trustee
are undertaken by it solely in its capacity as Trustee and not personally. No personal
liability or personal responsibility is assumed by or shall at any time be asserted or
imposed against the Trustee on account of any warranty, indemnity, representation,
covenant, undertaking or agreement of the Trustee in this instrument.

Legal Entity: Village of East Dundee

By: [Signature]

Typed/Printed Name: Lael Miller

Title: Village President

Date of Execution: 6/24/14

Before Me, the undersigned authority, on this 24th day of June, 2014 personally appeared Lael Miller, on behalf of the Village of East Dundee, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the executed the same for the purposes and consideration therein expressed.

Notary Public: [Signature]
My Commission Expires On: 5/28/17



EXHIBIT A

Property

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 1558.60 FEET MEASURED ALONG THE EAST AND WEST LINES OF SAID EAST 1/2), AND, THAT PART OF THE SOUTHEAST 1/4 OF SECTION 25, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 72, TOWNSHIP AND RANGE AFORESAID BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 25, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36 IN TOWNSHIP AND RANGE AS AFORESAID; THENCE NORTH 80 DEGREES 23 MINUTES 00 SECONDS WEST 948.5 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS WEST 925.9 FEET; THENCE SOUTH 81 DEGREES 12 MINUTES 00 SECONDS EAST 1447.3 FEET; THENCE NORTH 04 DEGREES 22 MINUTES 00 SECONDS EAST 2365.0 FEET; THENCE SOUTH 80 DEGREES 19 MINUTES 00 SECONDS EAST 667.9 FEET TO THE EAST LINE OF SECTION 25; THENCE SOUTH ON SAID SECTION LINE 3085.3 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE WEST ON SAID SECTION LINE TO THE POINT OF BEGINNING,

ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 1095.50 FEET, AS MEASURED ALONG THE EAST AND WEST LINES THEREOF) AND THE SOUTH 1558.60 FEET AS MEASURED ALONG THE EAST AND WEST LINES, OF THE EAST 1/2 OF THE NORTHEAST 1/4 ALL IN SECTION 36, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO THE SOUTH 1095.50 FEET AS MEASURED ALONG THE EAST AND WEST LINES, OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN.

EXHIBIT B

Beverly Materials, LLC, 176.72-Acre Planned Unit Development Submittal, prepared by CB&I Environmental & Infrastructure, Inc., dated April 2014 and consisting of sheets D1 through D16

EXHIBIT C

Guaranty

Guaranty

FOR VALUE RECEIVED in consideration of all rights and obligations of Beverly Materials Management, LLC (hereinafter designated as "Operator(s)") under the attached Planned Unit Development Agreement ("P.U.D. Agreement"), and in further consideration of any additional consideration given or to be given, or other accommodations from time to time afforded to or to be afforded to Operator(s) by the Village of East Dundee (hereinafter called the "Village") under the P.U.D. Agreement, whether now existing or hereinafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired, the undersigned Guarantor offers its Guaranty of the performance of the Operator(s) obligations under the P.U.D. Agreement, and prompt payment of all amounts due from the Operator(s) thereunder, and further agrees to pay all expenses, legal and/or otherwise (including court costs and attorney's fees), paid or incurred by the Village in endeavoring to collect such indebtedness, or enforcing such obligations and liabilities under the P.U.D. Agreement, or any part thereafter, or in otherwise enforcing this Guaranty.

In the case of the insolvency of or other failure to perform an obligation made incumbent on the Operator(s) by virtue of the terms and conditions of the P.U.D. Agreement (howsoever evidenced), all of said indebtedness, obligations and liabilities then existing and due pursuant to the terms and conditions of the P.U.D. Agreement shall, at the option of the Village, be exercisable by not less than sixty (60) days written notice to Guarantor, will immediately become due and payable from the undersigned Guarantor. In the event of any other default by the Operator(s) under the P.U.D. Agreement, the Village shall give the Guarantor written notice of such default and the Guarantor shall have the same opportunity to cure the default as that afforded the Operator(s) under the P.U.D. Agreement.

This Guaranty shall be a continuing, absolute and unconditional guaranty of the obligations of the Operator(s) under the P.U.D. Agreement, and shall remain in full force and effect until all said indebtedness, obligations, performance and liabilities arising under the P.U.D. Agreement of the Operator(s) are fully paid and satisfied in full. However, if the Guarantor transfers the Property that is the subject of the P.U.D. Agreement, or the portion of said Property that gives rise to the Village's exercise of this Guaranty, to an unrelated person or entity, this Guaranty shall no longer apply to or bind the Guarantor, provided that the transferee of the Property or portion of the Property, as the case may be, has signed and delivered to the Village a written assumption of Guarantor's commitments and obligations hereunder.

The Guaranty created hereunder shall in no way be affected or impaired by any acceptance by the Village of any other security for, or any other guarantors upon, any of said indebtedness, obligations or liabilities of the Operator(s) under the P.U.D. Agreement, or by any failure, neglect or omission on the part of the Village to realize upon or protect any of said indebtedness, obligations or liabilities, or any collateral security therefore, or to exercise any lien upon, or right of appropriation of, any moneys, credits or property of said Operator(s), possessed by the Village, toward the liquidation of said indebtedness, obligations or liabilities, or by any application of payments or credits thereon. In order to hold the undersigned liable hereunder, there shall be no obligation on the part of the Village, at any time after Operator(s)' default pursuant to the terms and conditions of the P.U.D. Agreement, to pursue payment by the

Operator(s), or other persons or corporations, their properties or estate, or resort to any collateral, security, property, liens or other rights or remedies whatsoever which may exist.

All diligence in collection or protection, and all presentment, demand, protest and/or notice, as to anyone and everyone, of dishonor and of default and of nonpayment and of the creation and existence of any and all of said indebtedness, obligations and liabilities arising under the P.U.D. Agreement, and of the acceptance of this Guaranty, are hereby expressly waived by Guarantor.

After Operator(s)' default under the terms and conditions of the P.U.D. Agreement, and upon the Village's demand for payment, Guarantor's obligations hereunder shall be deemed a guaranty of payment, as opposed to a guaranty of collection of the indebtedness, obligations and liabilities of the Operator(s) under the P.U.D. Agreement, and the Village shall have no obligation whatsoever to first exhaust remedies against Operator(s).

Guarantor agrees to keep adequately informed from such means of any fact, event or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, other than as provided in the P.U.D. Agreement, the Village shall have no obligation to disclose to Guarantor any information acquired by the Village in the course of its relationship with the Operator(s).

Guarantor agrees that any amounts due to the Village from Operator(s) under the terms and conditions of the P.U.D. Agreement, whether now existing or hereafter created, shall be prior to and superior to any claim that Guarantor may now have or hereafter acquire against the Operator(s), whether or not Operator(s) becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Operator(s) upon any account whatsoever, to any claim that the Village may now or hereafter have against Operator(s) until such claim of the Village is satisfied in full.

In the event of any payment by the Guarantor under this Agreement, the Guarantor shall be subrogated to those rights which the Village may have under the P.U.D. Agreement against Operator(s) relating to the default in question by Operator(s).

This Guaranty shall be construed according to the laws of the State of Illinois, in which State it shall be performed by the undersigned.

This Guaranty and every part thereof shall be binding upon the undersigned Guarantor, and upon the successors and assigns of the undersigned, and shall apply to any and all indebtedness, obligations and liabilities of any and all Operator(s) and successor Operator(s) which may arise under the P.U.D. Agreement and during the term of the P.U.D. Agreement.

If there is more than one Guarantor under this Guaranty, each Guarantor's obligation to the Village shall be joint and several with all other Guarantors.

Each undersigned Guarantor acknowledges having read all of the provisions of this Guaranty and agrees to its terms. In addition, each Guarantor understands that this Guaranty is effective upon Guarantor's execution and delivery of this Guaranty to the Village, and that the Guaranty will continue until terminated in the manner set forth herein. No formal acceptance by the Village is necessary to make this Guaranty effective.

SIGNED, SEALED AND DELIVERED by the undersigned this _____ day of _____, 2014.

Guarantor, Beverly Materials Management, LLC

By: _____

Its: _____

On this _____ day of _____, 2014, _____ the _____ of _____, appeared before me and executed the foregoing document as his/her voluntary act and deed.

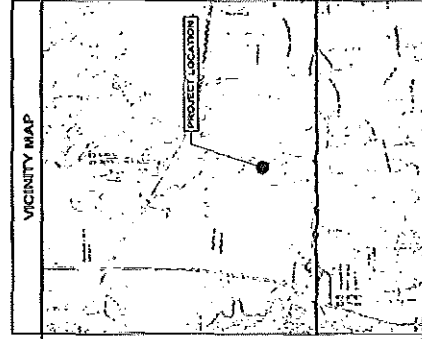
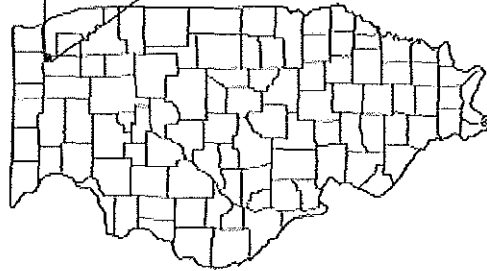
Notary Public

3124213v1/29010-0001

BEVERLY MATERIALS, LLC.

EAST DUNDEE, ILLINOIS

176.72-ACRE PLANNED UNIT DEVELOPMENT SUBMITTAL



PROJECT LOCATION MAP
11-11-2017

DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
D1	TITLE SHEET
D2	GENERAL NOTES
D3	PLANNED UNIT DEVELOPMENT OVERVIEW
D4	PLANNED UNIT DEVELOPMENT EXISTING CONDITIONS
D5	EXISTING SITE FEATURES AND TOPOGRAPHIC SURVEY
D6	EXISTING AGRICULTURAL ORIENTALS
D7	EXISTING STORMWATER CONDITIONS
D8	PROPOSED SITE DRAINAGE PLAN
D9	PROPOSED OPERATIONS PLAN: PLANNED UNIT DEVELOPMENT
D10	PROPOSED OPERATIONS PLAN: COMPOST FACILITY AND PUDMA
D11	PROPOSED STORMWATER CONDITIONS
D12	CROSS SECTIONS
D13	DETAILS
D14	EROSION AND SEDIMENT CONTROL PLAN
D15	EROSION AND SEDIMENT CONTROL NOTES
D16	SCHEDULING PLANS PROXIMATE TO PLANNED UNIT DEVELOPMENT

JOHN HODGE DESIGNER, P.E., DCE 1100 N. WILSON AVENUE, SUITE 100 EAST DUNDEE, ILLINOIS 60118	DATE
MICHAEL JOHNSON DESIGNER, P.E., DCE 1100 N. WILSON AVENUE, SUITE 100 EAST DUNDEE, ILLINOIS 60118	DATE

PROJECT NO. 148174		DATE MAY 2014
DECORATED BY: RDS		DRAWING NUMBER
DRAWN BY: RDS		D1
CHECKED BY: RDS		
APPROVED BY: DAM		SHEET 1 OF 16
TITLE SHEET		
BEVERLY MATERIALS, LLC. EAST DUNDEE, ILLINOIS		
CB&I Environmental & Infrastructure, Inc. STATE OF ILLINOIS LICENSED GEOPHYSICIAN #1546495		
REV. NO.	DATE	DESCRIPTION

NOTES:

1. THE PROPOSED PLANNED UNIT DEVELOPMENT (PUD) IS INTENDED TO PROVIDE LAND RECLAMATION, GENERAL, RECYCLING, COMPOSTING, QUARRYING, MATERIAL PRODUCTION AND PROCESSING, AND WASTE TRANSFER SERVICES FOR EAST DUNDEE AND THE SURROUNDING AREA. THE PUD IS APPROXIMATELY 178.7 ACRES IN SIZE.
2. THE PROPOSED PLANNED UNIT DEVELOPMENT (PUD) MAY BE USED FOR ANY USE PERMITTED UNDER THE PUD BENEFIT AGREEMENT.

THESE USES INCLUDE:

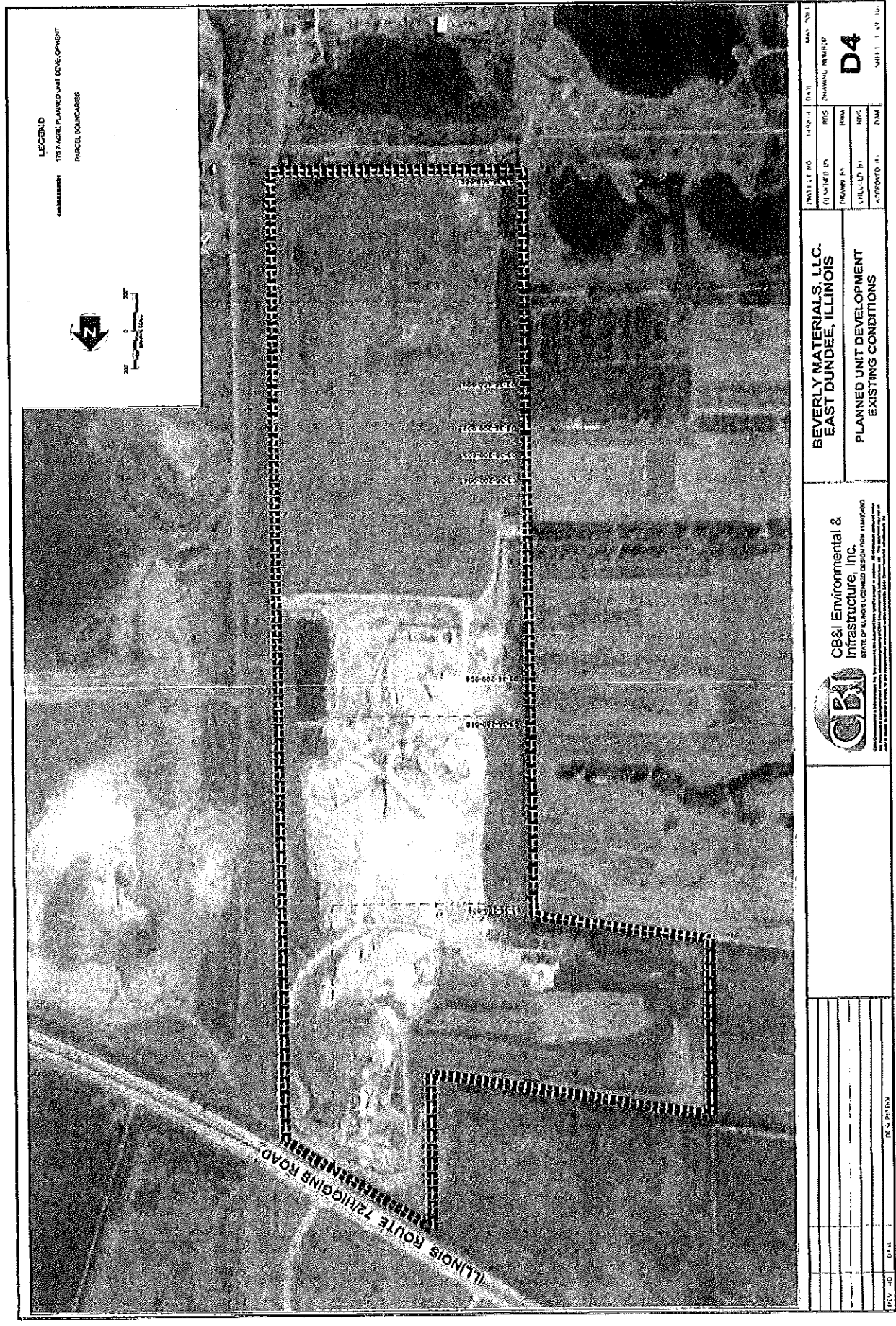
- A. THE "CURRENT PERMITTED USES" THAT WERE BEING LEGALLY OPERATED AT THE TIME OF ANNEXATION OF THE PROPERTY TO THE VILLAGE, INCLUDING:
 - i. FARM AND GARDEN SUPPLY,
 - ii. BUILDING MATERIAL SALES,
 - iii. GREENHOUSE AND NURSERY, RETAIL AND WHOLESALE,
 - iv. STORAGE FOR MATERIAL OR EQUIPMENT SALES,
 - v. OFFICES ANCILLARY TO PERMITTED USES,
 - vi. VEHICLE MAINTENANCE FACILITIES, TOOL HOUSES, SHEDS, AND/OR OTHER SIMILAR BUILDINGS FOR THE STORAGE OF SUPPLIES AND EQUIPMENT, AND
 - vii. WATER RETENTION AND DETENTION AREAS.
- B. THE "CURRENT SPECIAL USES" THAT WERE BEING LEGALLY OPERATED AT THE TIME OF THE ANNEXATION OF THE PROPERTY TO THE VILLAGE, INCLUDING:
 - i. STONE OR GRAVEL QUARRY, CRUSHING, GRADING, WASHING, AND LOADING OPERATIONS, WHICH INCLUDES MINERAL EXTRACTION AND PROCESSING
 - ii. CONCRETE, BRICK, AND ASPHALT RECYCLING,
 - iii. CEMENT, CONCRETE OR MORTAR MIXING PLANT, AND
 - iv. SOIL FILLING OPERATIONS PURSUANT TO THE REGULATIONS REGARDING CLEAN CONSTRUCTION OR DEMOLITION DEBRIS RUL OPERATIONS, WHICH ARE SET FORTH IN 35 ILLINOIS ADMINISTRATIVE CODE 1100 ET SEQ.
- C. THE "ADDITIONAL SPECIAL USES" ON THE PROPERTY REQUESTED BY THE JOINT PARTIES IN ADDITION TO THE CURRENT PERMITTED USES AND THE CURRENT SPECIAL USES, INCLUDING:
 - i. WASTE TRANSFER, STORAGE AND TREATMENT FACILITIES WHICH MAY BE OPERATED IN THE OPEN-AREA RATHER THAN WITHIN BUILDINGS, INCLUDING:
 - ii. FACILITIES ACCEPTING EXCLUSIVELY GENERAL CONSTRUCTION OR DEMOLITION DEBRIS FOR TRANSFER, STORAGE, OR TREATMENT PER EPA GUIDELINES AND DEFINITIONS;
 - iii. LANDSCAPE WASTE COMPOSTING, SALE, AND TRANSFER, INCLUDING ALL ACTIVITIES ASSOCIATED WITH, BUT NOT LIMITED TO, WINDROW STYLE COMPOSTING AND CURING,
 - iv. LANDSCAPE WASTE, TRANSFER STATIONS,
 - v. THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF SUCH STRUCTURES, CONVEYORS, AND OTHER MOVABLE AND IMMOVABLE EQUIPMENT NECESSARY TO CARRY OUT MINING, RECYCLING, AND/OR PROCESSING OPERATIONS;
 - vi. HANDLING, PROCESSING, TEMPORARY STORAGE, SALE AND TRANSFER OF THE FOLLOWING:
 - (a) SOURCE SEPARATED MATERIALS SUCH AS CARDBOARD, MIXED PAPER, ALUMINUM, GLASS, ASPHALT SHINGLES AND PLASTICS, INCLUDING ANY BENEFICIAL USE DETERMINATION (OR "BUD") ACTIVITY,
 - (b) COMMINGLED RECYCLABLE COMMODITIES SUCH AS THOSE FROM RESIDENTIAL CURBSIDE RECYCLING COLLECTION, INCLUDING ASPHALT SHINGLES,
 - (c) ELECTRONICS,
 - (d) TEXTILES,
 - (e) TIRES, AND
 - (f) WOOD WASTE, AND
 - (g) ORGANIC WASTE OR MATERIAL, INCLUDING ALTERNATIVE TECHNOLOGIES FOR HANDLING THE SAME, IN CONFORMANCE WITH ALL APPLICABLE STATE REGULATIONS, AND
 - vii. BATCH ASPHALTIC PLANT, INCLUDING UTILIZING RECYCLED MATERIALS CONSISTENT WITH STATE REGULATIONS AND GUIDELINES

3. CURRENTLY APPROVED CONSTRUCTION AND DEMOLITION DEBRIS FILL OPERATIONS WILL BE CONDUCTED IN ACCORDANCE WITH ILLINOIS ENVIRONMENTAL PROTECTION AGENCY PERMIT NO. C0322008-014-320P
4. THE USE OF RECYCLED ASPHALT SHINGLES AS A RAW INGREDIENT IN HOT-MIX ASPHALT WILL BE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY BENEFICIAL USE DETERMINATION LOG BUD10-033
5. AIR POLLUTION-CONTROL EQUIPMENT ASSOCIATED WITH THE CENTRAL MIX CONCRETE BATCH-PLAN WILL BE OPERATED WITH THE JOINT CONSTRUCTION AND LIFETIME OPERATING PERMIT 084234VAL, ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
6. THE IDENTIFIED LAND USES, LOCATIONS, GRADES, CONDITIONS AND ACRESAGES SHOWN ON THIS DRAWING WILL VARY THROUGHOUT THE LIFE OF THE PUD, AS APPROVED BY PUD ZONING APPROVAL, QUARRYING AND SUBSEQUENT LAND RECLAMATION ACTIVITIES ARE INTENDED TO OCCUR THROUGHOUT THE ENTIRE PUD. AS SUCH, PROPERTY LINES ARE ANTICIPATED TO ROTATE AND/OR CHANGE THROUGH THE LIFE OF THE PUD. ALL LOCATIONS WITHIN THE ESTABLISHED PUD BOUNDARY MAY BE UTILIZED FOR ANY USE AT THE DISCRETION OF THE OWNER, PROVIDED THAT THE ACTIVITIES ARE APPROVED WITHIN THE PUD ZONING AGREEMENT, ARE IN ACCORDANCE WITH LOCATION STANDARDS AND COMPLY WITH ANY OTHER REQUIRED REGULATORY RESTRICTION
7. A MODIFICATION FROM ARTICLE 157.461.52-4 OF THE VILLAGE OF DUNDEE PUD ZONING ORDINANCE IS REQUESTED. DUE TO THE NEED FOR CHANGING LAND USES AT ALL AREAS THROUGHOUT THE LIFE OF THE PUD, THE OWNER REQUESTS THAT PLANNED PEDESTRIAN AND BICYCLE FACILITIES WILL NOT BE REQUIRED TO BE CONSTRUCTED UNLESS DEMAND BY THE OWNER. THESE FACILITIES INCLUDE SIDEWALK CONNECTIONS TO BUILDING ENTRANCES FROM ANY PUBLIC STREET, BICYCLE PARKING, PEDESTRIAN FURNITURE, OR PEDESTRIAN GATHERING AREAS.
8. A MODIFICATION FROM THE VILLAGE OF DUNDEE PUD ZONING ORDINANCE ARTICLES 157.241-1-1-1 AND ARTICLE 157.241 F 2-2-3 ARE REQUESTED TO ALLOW THAT PERMANENT LANDSCAPING AND/OR BERRMS TO BE COMPLETED ONCE ALL MINING IS COMPLETED AND THE SITE CONFIGURATION IS FINALIZED WHERE THE ADJACENT LAND OWNER IS NOT THE OWNER OF THE PUD. VARIANCE IS REQUESTED TO ALLOW THE CONSTRUCTION OF EXCEEDING BERRMS TO BE COMPLETED ONCE ALL MINING IS COMPLETED AND THE SITE CONFIGURATION IS FINALIZED
9. A MODIFICATION FROM THE VILLAGE OF DUNDEE PUD ZONING ORDINANCE ARTICLE 157.241.1.9 IS REQUESTED SO THAT THE PUD DOES NOT HAVE A REQUIRED MINIMUM PERCENTAGE OF THE SITE THAT REQUIRES LANDSCAPING, DUE TO THE ROTATING USE NATURE OF THE PUD
10. A VARIANCE FROM THE KANE COUNTY STORMWATER ORDINANCE SECTION 201.01 IS REQUESTED SO THAT DEPRESSIONAL STORAGE THAT HAS RESULTED FROM CURRENTLY APPROVED ACTIVITIES DOES NOT NEED TO BE COMPENSATED (SEE STORMWATER PERMIT APPLICATION TAB 7)
11. A VARIANCE FROM THE KANE COUNTY STORMWATER ORDINANCE SECTION 203.01 IS REQUESTED TO ALLOW THE USE OF DRY DETENTION BASINS AT THE PUD AND COMPOST FACILITY IN ORDER TO MINIMIZE THE POTENTIAL FOR ODORS (SEE STORMWATER PERMIT APPLICATION TAB 7)

PROJECT NO. 148974		DATE: MAY 2014
DESIGNED BY: RDS		DRAWING NUMBER: D2
DRAWN BY: BRN		SHEET 2 OF 16
CHECKED BY: RDS		
APPROVED BY: [Signature]		
<div style="display: flex; justify-content: space-between;"> <div> BEVERLY MATERIALS, LLC. EAST DUNDEE, ILLINOIS </div> <div> GENERAL NOTES </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div>  CB&I Environmental & Infrastructure, Inc. <small>STATE OF ILLINOIS LICENSED DESIGN PROFESSIONAL</small> </div> <div> OCCUPATION: </div> </div>		



BEVERLY MATERIALS, LLC. EAST DUNDEE, ILLINOIS		SHEET NO. 1 OF 1
CB&I Environmental & Infrastructure, Inc. <small>STATE OF ILLINOIS LICENSED DESIGN FIRM #1640403</small> <small>1000 North LaSalle Street, Suite 1000, Chicago, IL 60610</small> <small>Phone: (312) 467-1000, Fax: (312) 467-1001, Email: info@cbienviro.com</small>		PROJECT NO. 175.7 DATE 10/1/2014
PLANNED UNIT DEVELOPMENT OVERVIEW		DRAWN BY: JMM CHECKED BY: JMM APPROVED BY: JMM
D3		SCALE: 1" = 100'



LEGEND

- 178.7 ACRE PLANNED UNIT DEVELOPMENT
- PARCEL BOUNDARIES



**BEVERLY MATERIALS, LLC,
EAST DUNDEE, ILLINOIS**

**PLANNED UNIT DEVELOPMENT
EXISTING CONDITIONS**



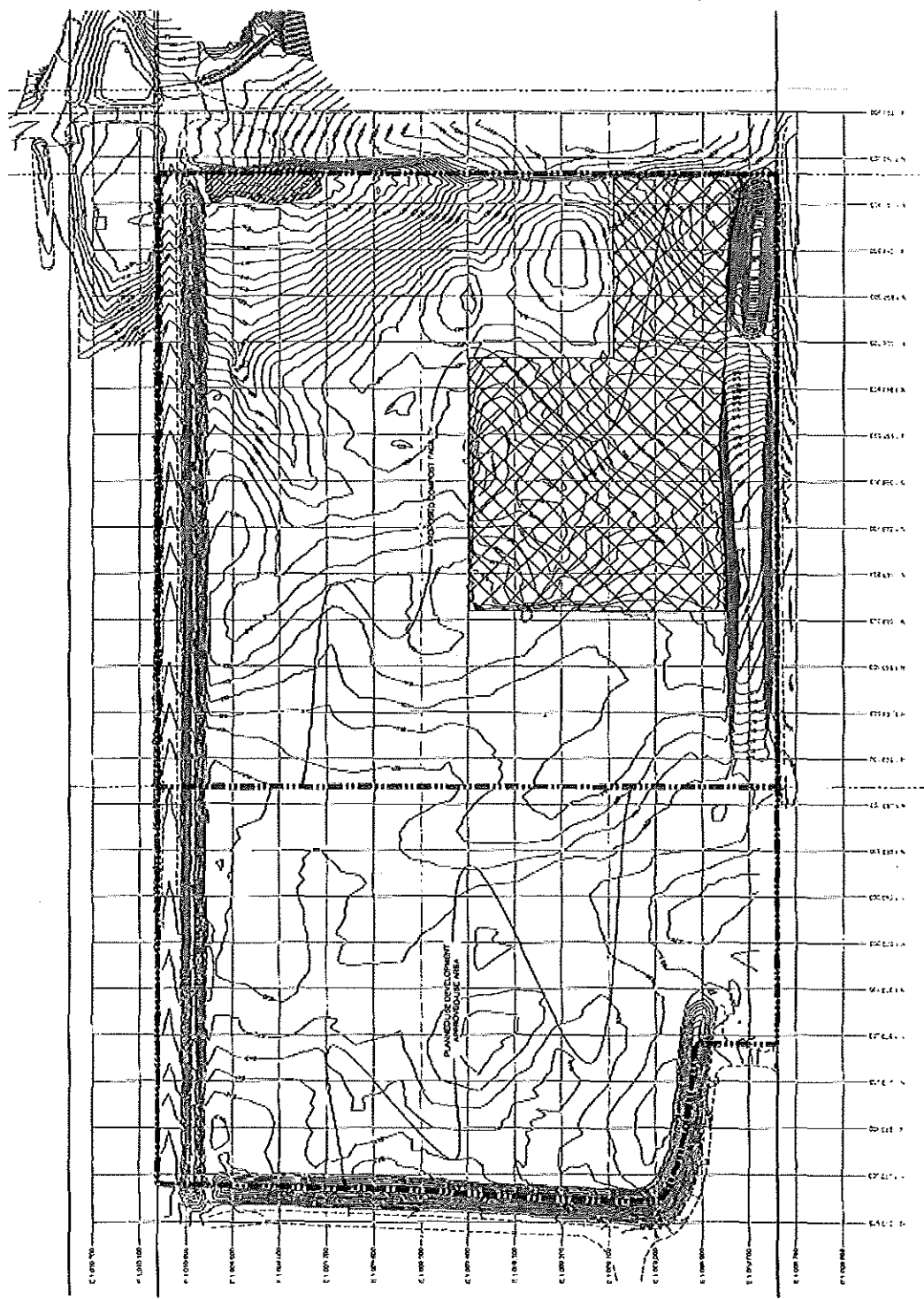
**CB&I Environmental &
Infrastructure, Inc.**
STATE OF ILLINOIS LICENSED DESIGN FIRM #1840685

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PROJECT NO.	1429-4	DATE	MAY 2011
DESIGNED BY	WES	DESIGNED BY	WES
CHECKED BY	WES	CHECKED BY	WES
APPROVED BY	WES	APPROVED BY	WES

D4

MAY 2011



பெரும்புலியார்

- | | | | | | | | |
|--|---|---|---|--|---|--|---|
| 
PROPERTY BOUNDARY | 
EXISTING CONDITION | 
EXISTING UTILITY | 
EXISTING FENCE | 
EXISTING ROAD | 
OVERHEAD ELECTRICAL WIRE | 
NON-JURISDICTIONAL ISOLATED
WETLAND (2+ ACRES) | 
JURISDICTIONAL WETLAND (1/4 ACRES) |
|--|---|---|---|--|---|--|---|

!

- NOTES**
- 1 DIGITUS COUNTS DEVELOPED FROM SURVEY BY
HAEGER ENGINEERING, LTD. ON JANUARY 02, 2013
- 2 FOR CLARITY NOT ALL BYTE FEATURES MAY BE SHOWN

[illegible]

[illegible]



LEGEND:

- | | | | | | | | | | | | | | | | | | |
|-------------------|------------------|-------------------|---------------|------------|--------------------------|---|----------------------|--|----------------------|--------------------|------------------------|---------------------------------------|---------------------------------------|---|---|---|--------------------|
| PROPERTY BOUNDARY | CREATING CONTOUR | CONTIGUOUS CLVERT | DUSTING FENCE | USING ROAD | OVERHEAD ELECTRICAL WIRE | NON-JURISDICTIONAL INSULATED WETLAND (0.25 ACRES) | 12 FT WETLAND BUFFER | ADJACENT TYPICAL REMOVAL LOCATION PERMITTED UNDER APPROVED QUARRY LAND USE | ESTABLISHED FLOWPATH | WATERSHED BOUNDARY | THICK OF CONCENTRATION | 50% 200% DREDGED SILT LOAM 2-4% SLOPE | 50% 300% DREDGED SILT LOAM 4-6% SLOPE | 50% 500% WATERSHED SILT LOAM 6-7% SLOPE | 50% 100% WATERSHED SILT LOAM 2-4% SLOPE | 10% 60% CRYSTALINE LOAMY UNCONSOLIDATED | 50% 40% PITS GRUND |
|-------------------|------------------|-------------------|---------------|------------|--------------------------|---|----------------------|--|----------------------|--------------------|------------------------|---------------------------------------|---------------------------------------|---|---|---|--------------------|

NOTES

- 1 EXISTING CONTOURS DEVELOPED FROM SURVEY BY
2 MASCOE ENGINEERING, LTD. ON JANUARY 02, 2013.
3
4 FOR CLARITY, NOT ALL DATE PLACEMENTS MAY BE SHOWN
5
6 SOIL DATA WAS OBTAINED FROM URSA NICES TELECOM
7 SOIL RESOURCE REPORT CONDUCTED FOR THE
8 PROPOSED FACILITY ON SEPTEMBER 13, 2012.

[illegible]



LEGEND

- | | | | | |
|-------------------|---------------------------|----------------------|--------------------------|-----------------------|
| PROPERTY SURROUND | OVERHEAD ELECTRICAL WIRE | PROPOSED COMFORT PAV | PROPOSED WADSWORTH LOCAL | INTENDED TRAFFIC FLOW |
| EXISTING CANTOULE | EXISTING 30' WIDE UNPAVED | PROPOSED CONTROLLER | VEHICLE | |
| EXISTING CURB | EXISTING 12' WIDE ASPH | PROPOSED CLUTCH | | |
| EXISTING DRIVE | 13' FT WETLAND BUFFER | PROPOSED ROAD | | |
| EXISTING PAV | | PROPOSED RAILWAY | | |

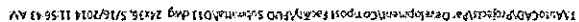
NOTES

1. EXISTING CONTAINER DEVELOPED FROM SURVEY BY
MACEOR ENGINEERING LTD ON JANUARY 02, 2000
2. FOR LOCATION NOT ALL SITE FEATURES MAY BE SHOWN
3. THE CLARITY AND NUMBER OF COMPOST AREAS
USED WILL VARY DUE TO SEASONAL AND MATERIAL
NEED. COMPOSTING FOOTPRINTS WILL BE MAINTAINED
TO THE EXTENT PRACTICAL.
4. THE USABLE AND LOCATION SHOWN MAY DIFFER FROM
THAT SHOWN BASED ON FINAL PERMITTING AND DESIGN AND
OPERATIONAL NEEDS.

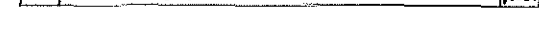
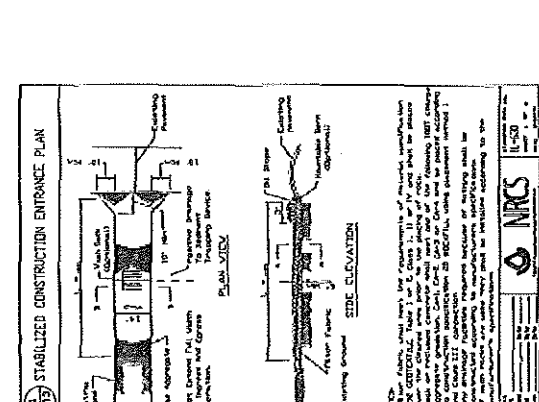
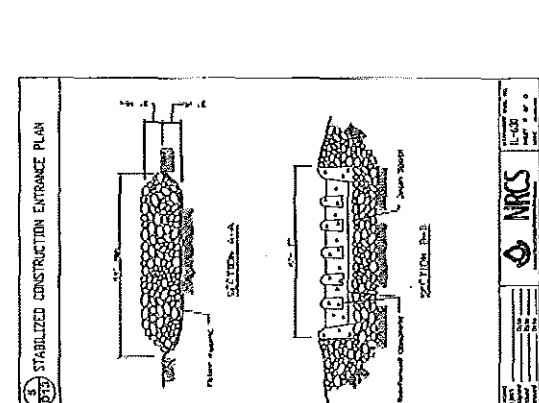
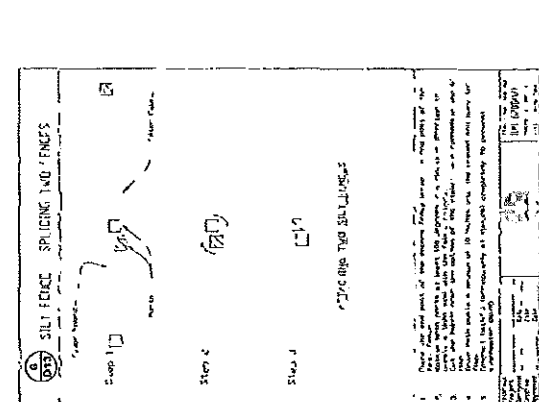
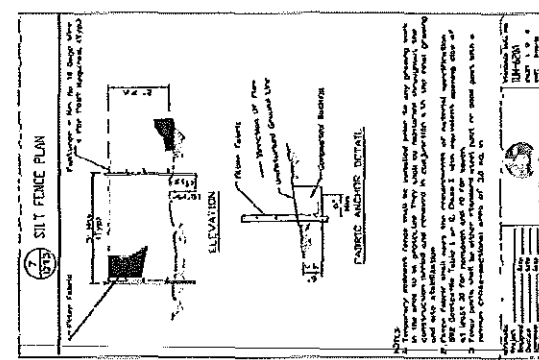
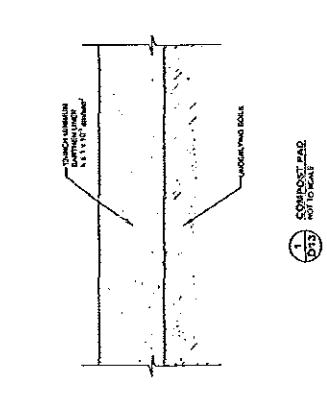
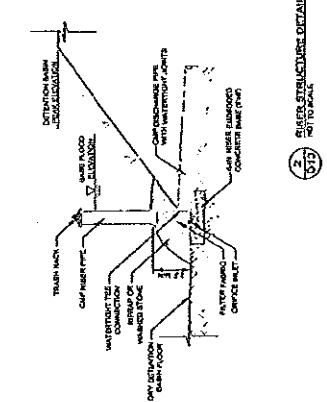
SECTION OR
DIGITAL LABEL

SECTION 1000 AND DETAIL KEY
IS SHOWN

[illegible]



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CONCRETE PILE	10	LINEAL FEET	10.00	100.00
2	STEEL STRUCTURE DETAILS	1	SQ. FT.	10.00	10.00
3	CONCRETE PILE	10	LINEAL FEET	10.00	100.00
4	STABILIZED CONSTRUCTION ENTRANCE PLAN	1	SQ. FT.	10.00	10.00
5	STABILIZED CONSTRUCTION ENTRANCE PLAN	1	SQ. FT.	10.00	10.00
6	STABILIZED CONSTRUCTION ENTRANCE PLAN	1	SQ. FT.	10.00	10.00
7	STABILIZED CONSTRUCTION ENTRANCE PLAN	1	SQ. FT.	10.00	10.00
8	STABILIZED CONSTRUCTION ENTRANCE PLAN	1	SQ. FT.	10.00	10.00
9	STABILIZED CONSTRUCTION ENTRANCE PLAN	1	SQ. FT.	10.00	10.00
10	STABILIZED CONSTRUCTION ENTRANCE PLAN	1	SQ. FT.	10.00	10.00



PROJECT NO. 14824		DATE MAY 2014
DESIGNED BY: RDS		DRAWING NUMBER: D13
DRAWN BY: RDS		CHECKED BY: RDS
APPROVED BY: RDS		SHEET 13 OF 16
BEVERLY MATERIALS, LLC. EAST DUNDEE, ILLINOIS		
DETAILS		
CBI Environmental & Infrastructure, Inc. STATE OF ILLINOIS LICENSED DESIGN FIRM #180000		
REV. NO.	DATE	DESCRIPTION

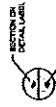


LEGEND

- [illegible]

NOTES

1. DISTING CONTENTS DEVELOPED FROM SURVEY BY
HUSSEIN ENGINEERING, LTD. ON JANUARY 22, 2013
2. FOR CLARITY, NOT ALL SITE FEATURES MAY BE SHOWN
3. PLEASE REFER TO DRAWING NO. 014 FOR SIZED
MATERIAL LISTS

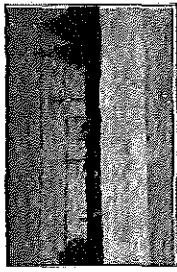


INSTRUCTIONS AND DETAILS ONLY

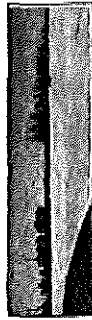
[illegible]

PROJECT NO.	148074	DATE	MAY 2014
DESIGNED BY:	RDS	DRAWING NUMBER:	
DRAWN BY:	DWM	D15	
CHECKED BY:	RDS	SHEET 15 OF 10	
APPROVED BY:	DAN		

1 PHOTO #1
2 PHOTO #2
3 PHOTO #3
4 PHOTO #4
5 PHOTO #5
6 PHOTO #6
7 PHOTO #7



8 PHOTO 88



② PHOTO #9

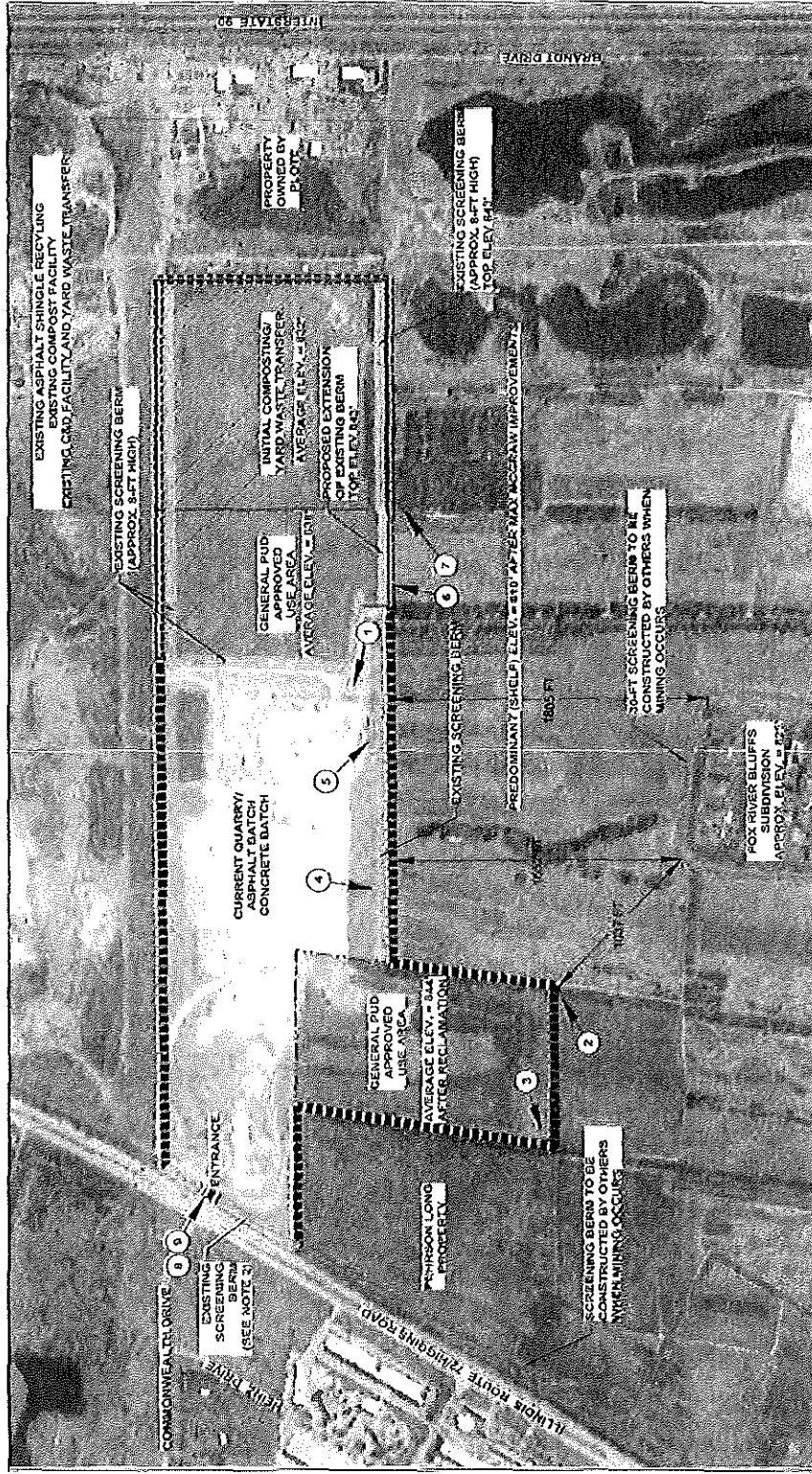



LEND

- PLANNED UNIT DEVELOPMENT
AREA INCLUDED FOR STORMWATER
SUBMITTAL
GENERAL PUD-APPROVED USE AREA
CURRENT QUARRY AREA
INITIAL COMPOSTING YARD WASTE
TRANSFER AREA
EXISTING SCREENING BERM
PLANNED SCREENING BERM BY OTHER
SCREENING BERM WITH IMPROVEMENT
PHOTO AND DIRECTION OF VIEW

NOTES

1. A TYPICAL SCREENING BERM DETAIL TO BE USED AT THE PLANNED UNIT DEVELOPMENT IS PROVIDED ON DRAWING NO. D12
2. THE EXISTING SCREENING BERM BORDERING ILLINOIS ROUTE 79/HOENS ROAD WILL BE PLANTED WITH DECIDUOUS AND CONIFEROUS TREES THROUGHOUT THE LINE OF FACILITY. TREES WILL BE PLANTED WITH AN APPROXIMATE IN-POUT SPACING INTERVAL.



 <p>CB&I Environmental & Infrastructure, Inc. STATE OF ILLINOIS LICENSED DESIGN FIRM #13000003</p> <p><small>CB&I Environmental & Infrastructure, Inc. has prepared this contract for the use of a client. All information contained herein is confidential and proprietary to CB&I Environmental & Infrastructure, Inc. and is not to be distributed outside of the client's organization. CB&I Environmental & Infrastructure, Inc. is not responsible for the use of this information by any other party.</small></p>	<p>BEVERLY MATERIALS, LLC. EAST DUNDEE, ILLINOIS</p>		PROJECT NO DESIGNED BY DRAWN BY CHECKED BY APPROVED BY	148874 R05 BWM R05 DAM	DATE DRAWING NUMBER D16 MAY 2014
	<p>SCREENING BERMS PROXIMATE TO PLANNED UNIT DEVELOPMENT</p>				
H.S. NO. DATE DESCRIPTION					