

ORDINANCE NO. 1872-18

AN ORDINANCE ADOPTING A CERTAIN FIRST AMENDMENT TO ANNEXATION AGREEMENT – HIGH POINTE ESTATES

WHEREAS, the Costekin Development, LLC entered into a certain Annexation Agreement dated September 25, 2006 approved by the Village of Hawthorn Woods (“Village”) in Resolution No. 9-25-06-7 recorded as document no 6109139 (the “Original Agreement”); and,

WHEREAS, the OK Capital, Incorporated, an Illinois corporation (the “Owner”) is the owner of record of certain real estate legally described as set forth in **Exhibit "A "**, attached hereto and incorporated herein, consisting of approximately 11.5 acres ( "Subject Property"); and

WHEREAS, Taylor Morrison of Illinois, Inc., an Illinois corporation (the “Developer”) is the contract purchaser and developer the Subject Property; and,

WHEREAS, the Subject Property is to be developed for two-family residential purposes; and,

WHEREAS, the Parties wish to enter into a binding amendment to the Original Agreement with respect to land use, impact fees and other matters related to the Subject Property, pursuant to the authority and provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, upon the terms and conditions contained in this First Amendment, and all public hearings relating to said matters have been held by the appropriate boards and commissions of the Village, as required by law and pursuant to notices duly given in accordance therewith; and,

WHEREAS, a Public Hearing was held on said First Amendment on or about August 20, 2018, as required by law, all appropriate notices having been given; and,

WHEREAS, all other public hearings required by law to be held have been held; and,

WHEREAS, the Mayor and Board of Trustees have considered the terms and provisions of the proposed First Amendment; and,

WHEREAS, this Ordinance is passed by a vote of two-thirds of the Corporate Authorities holding office.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, as follows:

SECTION ONE: That there is hereby adopted a certain First Amendment to Annexation Agreement, in substantially the form heretofore incorporated herein as **Exhibit "B"**, with such changes as are approved by the Village Attorney and the Mayor, by and on behalf of the Village of Hawthorn Woods.

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, superseded by this ordinance.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

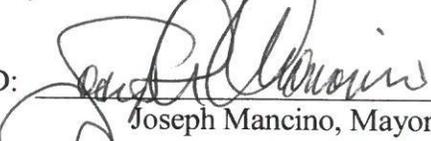
The foregoing Ordinance was passed by a roll call vote as follows:

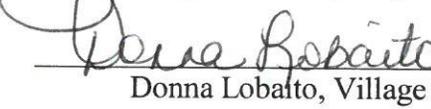
AYES: Kosik, Riess, Corrigan, DiMaggio, Mancino

NAYS: Ø

ABSTENTIONS: Ø

ABSENT: David Kaiser

APPROVED:   
Joseph Mancino, Mayor

ATTEST:   
Donna Lobalto, Village Clerk

PASSED: Aug. 20, 2018

APPROVED: Aug. 20, 2018

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 THROUGH 11 AND OUTLOT A IN HIGH POINTE ESTATES BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 2007 AS DOCUMENT 6240354, IN LAKE COUNTY, ILLINOIS.

10-21-402-001	Outlot A
10-21-402-002	Lot 6
10-21-402-003	Lot 5
10-21-402-004	Lot 4
10-21-402-005	Lot 3
10-21-402-006	Lot 2
10-21-402-007	Lot 1
10-21-402-008	Lot 7
10-21-402-009	Lot 8
10-21-402-010	Lot 9
10-21-402-011	Lot 10
10-21-402-012	Lot 11

**EXHIBIT "B"**

FIRST AMENDMENT TO ANNEXATION AGREEMENT



Image# 057706520080 Type: ANX  
Recorded: 10/05/2018 at 11:06:02 AM  
Receipt#: 2018-00053039  
Page 1 of 80  
Fees: \$50.00  
Lake County IL Recorder  
Mary Ellen Vanderverter Recorder

File **7517611**

1/4

FIRST AMENDMENT TO ANNEXATION AGREEMENT

170293400159

PREPARED BY AND RETURN TO:

VICTORIA C. BRESNAHAN

MELTZER, PURTILL & STELLE LLC

300 SOUTH WACKER DRIVE

SUITE 2300

CHICAGO, IL 60606

PINS: SEE EXHIBIT A



Attorney's Title Guaranty Fund, Inc.  
1 S. Wacker Dr. Ste. 2400  
Chicago, IL. 60606-4650  
Recording Department

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**FIRST AMENDMENT TO ANNEXATION AGREEMENT**

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT (the "First Amendment") is made and entered into this 24<sup>th</sup> day of September, 2018, by and between the Village of Hawthorn Woods, an Illinois municipal corporation located in Lake County, Illinois (the "Village"), OK Capital, Incorporated, an Illinois corporation (the "Owner"), and Taylor Morrison of Illinois, Inc., an Illinois corporation (the "Developer"), or their successors or assigns. Hereafter, the Village, the Owner, or the Developer may be referred to individually as a "Party" and collectively as the "Parties".

**WITNESSETH**

WHEREAS, the Owner is the owner of record of the property legally described on **Exhibit "A"**, attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, the Developer is the developer of the Subject Property; and

WHEREAS, the Subject Property was annexed to the Village by Ordinance No. 1179-06 dated September 25, 2006 and recorded as document no. 6109146, and is subject to a previously entered Annexation Agreement with the Village as Resolution No. 9-25-06-7, dated September 25, 2006 and recorded as document no. 6109139 (the "Original Agreement"); and

WHEREAS, the Parties wish to enter into a binding amendment to the Original Agreement with respect to land use, impact fees and other matters related to the Subject Property, pursuant to the authority and provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, upon the terms and conditions contained in this First Amendment, and all public hearings relating to said matters have been held by the appropriate boards and commissions of the Village, as required by law and pursuant to notices duly given in accordance therewith; and

WHEREAS, pursuant to the above referenced sections of the Illinois Compiled Statutes, a proposed First Amendment in substance and in form the same as this First Amendment was submitted to the Mayor and Board of Trustees of the Village ("Corporate Authorities") and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and other applicable authority, the parties are authorized to enter into this First Amendment; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the development of the Subject Property on the terms and conditions herein set forth would further the growth of the Village, increase the taxable value of property within Village, and otherwise promote the proper growth and general welfare while serving the best interests of the Village; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the corporate authorities of the Village then holding office, an ordinance has heretofore been adopted authorizing the execution of this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, THE PARTIES HERETO AGREE AS FOLLOWS:

#### ARTICLE I

##### INCORPORATION OF RECITALS

The parties confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The parties further acknowledge that the same are material to

this First Amendment and are hereby incorporated into this First Amendment as though they were fully set forth in this Article I.

## ARTICLE II

### INTEGRATION OF ANNEXATION AGREEMENT

The provisions of this First Amendment shall be deemed by the Parties to be fully integrated into the Original Agreement. The Original Agreement shall remain in full force and effect except to the extent that it is expressly modified by the terms of this First Amendment. Should any provision of the Original Agreement conflict with any provision of this First Amendment, the provisions of this First Amendment shall control.

Terms capitalized in this First Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Original Agreement. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this First Amendment and, to the extent such terms are also defined terms in the Original Agreement, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the Original Agreement.

## ARTICLE III

### GUARANTEE SECURITY

The Developer shall not be required to tender a letter of credit where required in the Original Agreement, but shall instead be required to post a guarantee security in accordance with Section 10-2-6 of the Village Code.

## ARTICLE IV

### AMENDMENT OF ARTICLE V OF ORIGINAL AGREEMENT

Article V of the Original Agreement is hereby amended by revising the reference from “subparagraphs A.1 through 4” and replacing it with “subparagraphs A.1 through 12,” and by modifying Section A.2 and adding Section A.7, Section A.8, Section A.9, Section A.10 and Section A.11 as follows:

- A.2 Granting of a Variance for Storm Water Release Rates. In the Rezoning Ordinance, the Village granted a variance of the storm water release rate currently required in the Village Code. The storm water release rate for the Subject Property shall be the release rate for the Squaw Creek Basin in Lake County as managed by the Lake County Stormwater Management Commission. The Squaw Creek Basin has a 100-Year Storm Event rate of .09 cubic feet per second and a 2-Year Storm Event rate of .02 cubic feet per second. Therefore, as the original Final Engineering Plans detail, the Subject Property (12.53 acres) shall have a maximum 100-Year Storm Event rate of 1.12 cubic feet per second and a maximum 2-Year Storm Event rate of 0.25 cubic feet per second. The variance shall exempt the Subject Property from the Hawthorn Woods Subdivision Control Ordinance Section 10-4-2 as amended that requires stricter storm water release rates. If the Village Code, as defined in Article VI or amendments thereto, or the Lake County Stormwater Management Commission approves less strict storm water release rates, the Subject Project may comply with those less strict storm water release rates.
- A.7 Granting of a Special Use Permit for a Planned Unit Development. The Village shall grant a special use permit for a planned unit development to allow for ten Two-Family Dwelling units, also known as duplexes, totaling twenty residential Dwelling Units with each duplex being located on one lot defined in the Final Plat of Subdivision, recorded as number 6240354 on September 12, 2007, with the Lake County Recorder of Deeds (“Final Plat”). Following the construction of each building foundation, the applicable lot shall be divided into two (2) parcels via Assessment Plat or Deed Division with a new property line on the party wall of the building. Upon the sale of a dwelling unit, the corresponding parcel shall be conveyed to the new owners of the dwelling units and separate Parcel Identification Numbers (PINs) generated. The Developer shall provide confirmation of the newly generated PINs prior to issuance of a certificate of occupancy for either corresponding dwelling unit. Furthermore, Lot 6 shall be permitted to be platted such that the building is oriented facing the south side yard with each dwelling unit sharing a driveway (i.e., flag lot condition).
- A.8 Yard Areas and Permitted Encroachments. With the condition that no proposed

building or accessory structures/uses shall be permitted to encroach within any Utility and Drainage Easement, the yard areas, building setback lines and permitted building setback line encroachments listed on **Exhibit "G"** shall apply to the residential lots. Principal structures may not encroach the established building setback lines as identified on the Final Plat by more than five (5) feet. Any accessory structure identified in Section 9-3-2.E of the Village Code shall be a minimum of five (5) feet from the side yard lot line.

- A.9 Maximum Parcel Coverage. Each parcel on a residential lot shall be allowed a maximum impervious surface in the amount of 40% to including building, driveway, service walks, patio deck, stoop and all other improvements allowed by the Village Code. The maximum impervious surface for the Development as a whole shall be 25% including buildings, driveways, service walks, patio decks, stoops and other improvements allowed by the Village Code.
- A.10 Driveways. Each residential lot shall be allowed to contain two (2) driveways except to the extent a lot contains a single shared driveway as designated on **Exhibit "B"**.
- A.11 Signage. Developer shall be permitted to install up to four (4) temporary / marketing signs on the Subject Property plus two (2) "Homesite Signs" on each residential lot as depicted on **Exhibit "H"**.

## ARTICLE V

### AMENDMENT OF ARTICLE VI OF ORIGINAL AGREEMENT

Article VI of the Original Agreement is hereby replaced in its entirety with the following:

All zoning, subdivision, building, development, use and maintenance of the Subject Property shall be undertaken in conformity with the requirements of all applicable Village codes, ordinances, rules, regulations and standards generally in force, from time to time, within the Village (collectively referred to as "Village Codes"), except as the same may be specifically modified by the terms of this First Amendment or to the extent that the same are superseded by more restrictive standards imposed by other regulatory authorities having jurisdiction and, further, as the same may be specifically modified by the terms of this First Amendment.

Except as otherwise provided for in this First Amendment, the construction of any dwelling units within the Development during the first five years from the Effective Date, which is the date set forth in the opening paragraph of this First Amendment (“Five Year Freeze”), shall be undertaken in accordance with either the Village Building Code that is in effect as of the Effective Date or the following if enacted by the Village: 2015 International Building Code, 2015 International Residential Code, 2015 International Mechanical Code, 2015 International Fuel Gas Code, 2015 International Fire Code, 2015 International Property Maintenance Code, 2014 National Electric Code, 2015 International Energy Code, 2014 Illinois Plumbing Code, and 1997 Illinois Accessibility Code, with the exception of Code provisions that require the use of fire suppression systems, if applicable. The construction of dwelling units within the Development that commence after the Five Year Freeze shall be undertaken in accordance with the Village Building Code as it may thereafter exist from time to time pursuant to the Village’s duly adopted ordinances. Notwithstanding the foregoing, the Developer and its successors and assigns shall not be precluded from voluntarily electing to observe amendments to the Village Building Code during the foregoing freeze period.

## ARTICLE VI

### AMENDMENT OF ARTICLE VIII OF ORIGINAL AGREEMENT

Article VIII of the Original Agreement is hereby amended by replacing in its entirety Section B and Section F as follows:

- B. Water and Sanitary Sewer. Per approval by the Lake County Health Department, each lot on the Subject Property shall be served by two (2) private water wells providing service to each of the individual Dwelling Units on said lot.

Per approval by the Lake County Health Department, the Subject Property shall be served by a Biobarrier-Style Community Septic System that utilizes the existing sanitary structures and pipes in the public right-of-way to connect service to each dwelling unit on each lot and gravity flow via said infrastructure on individual lots and public right-of-way to a lift station that will pump the wastewater into the Biobarrier-Style Community Septic System on Lot 1 of the Subject Property.

At such time as permitted, potable water and sanitary sewer service designated by the Village, or other provider, become available, the Owner, Developer, or individual lot owners, shall have the option to connect to said service facilities, subject to: (i) water and/or sewer user and connection fees, pursuant to the Village Code and other applicable jurisdictional authorities for Two-Family Dwelling units; and (ii) recapture, if applicable, as permitted under Illinois Law. The Village agrees that no recapture shall be due or payable in the event that no connection is made from the Development to the improvement that is the subject of a recapture.

F. Improvement Agreement and Guarantee Security. The Owner shall execute the Village's standard form of Improvement Agreement, and post a guarantee security in accordance with Section 10-2-6 of the Village Code.

## ARTICLE VII

### AMENDMENT OF ARTICLE IX OF ORIGINAL AGREEMENT

Article IX of the Original Agreement is hereby amended by replacing in its entirety Section D and adding Section F as follows:

D. Construction and Sales Equipment. The Owner or Developer may install or erect on the Subject Property: (i) one (1) construction office trailer, in the location as depicted

in **Exhibit "B"**; (ii) one (1) sales trailer, which shall be temporarily housed in the construction office trailer on Costekin Court, in the location as depicted in **Exhibit "B"**, that shall be removed from the Subject Property upon issuance of the first certificate of occupancy for the model home, which shall then be used as the sales office; (iii) one (1) twenty (20) yard dumpster on each permitted lot under construction; and (iv) one temporary sales advertising/marketing sign, in the location as depicted in **Exhibit "B"** that shall be removed by the Owner or Developer upon issuance of the twentieth occupancy permit or three years from the date of the first occupancy permit being issued, whichever occurs first.

No construction or sales equipment shall be located within fifteen feet (15') of any perimeter property lines of the Subject Property except for the aforementioned temporary sales advertising/marketing sign, unless expressly provided otherwise in this First Amendment or Original Agreement. Construction-related vehicles, including contractor's personal vehicles, shall only be permitted to park on the lot being constructed or on Costekin Court in accordance with the Village Code and the Traffic Enforcement Agreement, attached as **Exhibit "C"**.

F. Temporary Facilities. The Owner shall be permitted to use and occupy (but not for residential purposes) the construction office trailer and sales trailer upon the installation of temporary electric generators, portable toilet and water facilities provided that such generators shall be disconnected and removed at such time as electrical service becomes available to the Subject Property. All matters governed by the Lake County Health Ordinance shall be subject to the review and approval of the Lake County Health Department.

ARTICLE VIII

AMENDMENT OF ARTICLE X OF ORIGINAL AGREEMENT

Article X of the Original Agreement is hereby amended by replacing in its entirety Section A as follows:

- A. Architecture for Residences. All Two-Family Dwelling units on the Subject Property shall be constructed substantially in conformance with the architectural elevations approved by the Village and attached hereto as **Exhibit "D"** and in conformance with the Anti-Monotony Standards attached hereto as **Exhibit "E"**. Each building shall have the same color package for both units comprising the Two-Family Dwelling.

ARTICLE IX

AMENDMENT OF ARTICLE XI OF ORIGINAL AGREEMENT

Article XI of the Original Agreement is hereby amended by replacing in its entirety Sections A through E and G as follows:

- A. Taxing District Contributions. The Owner or Developer shall donate to Fremont Elementary School District 79 (Agreement entered into on March 14, 2016), Mundelein Community Consolidated District 120 (Agreement entered into on May 17, 2016), Fremont Public Library District (Agreement entered into on November 1, 2006 and acknowledged by Fremont Public Library in letter dated April 5, 2016) and the Countryside Fire Protection District (Agreement entered into on January 19, 2016), the sums in accordance with the agreements provided in **Exhibit "F"**. Said fees shall be paid on a "per unit" basis (with the exception of the Fremont Elementary School District 79

and Fremont Public Library District fees, which shall be paid on a “per building” basis) at the time of issuance of the building permit for each Two-Family building.

B. Annexation Fee. The Owner or Developer shall pay to the Village the sum of \$1,000.00 per Two-Family building or \$500.00 per residential Dwelling Unit at the time of issuance of the building permit for each Two-Family building.

C. General Contribution. The Owner or Developer shall pay a general contribution of \$5,531.00 per Two-Family building or \$2,765.50 per residential Dwelling Unit at the time of issuance of the building permit for each Two-Family building.

D. Park Donation. The Owner or Developer shall donate to the Village the sum of \$4,018.50 (the “Park Cash Donation”) for each residential Dwelling Unit to be developed on the Subject Property plus the following private amenities valued at \$44,517.00 to be installed by Developer on the Subject Property: five-foot path from the terminus of the cul-de-sac to an overlook area adjacent to the detention pond and open space, park bench and concrete slab, and pergola (all as depicted on the Final Engineering Modification plans for the Development). The Park Cash Donation shall be paid on a per Dwelling Unit basis at the time of issuance of the building permit for each residential Two-Family Dwelling Unit. The entire park donation shall total \$124,887 (\$80,370.00 in Park Cash Donation plus \$44,517.00 in improvements).

E. Community Accessibility and Aesthetic Improvement Fee. In recognition of the donations set forth in Subsections (B) and (C) above which were not paid by the original developer, the Village agrees to waive the current Developer’s obligation to pay any community accessibility and aesthetic improvement fee.

F. Impact Fees. The impact fees identified in Subsections (A) through (D)

above, and those identified in Article VI.B of this First Amendment, if applicable, are the only impact fees to be imposed by the Village on the development and the Village agrees that no other impact fees will be imposed on the Development or on the Subject Property during the Term of this Agreement, it being expressly understood and agreed that the Village may require payment of building permit fees.

## ARTICLE X

### AMENDMENT OF ARTICLE XII OF ORIGINAL AGREEMENT

Article XII of the Original Agreement is hereby amended by replacing in its entirety Sections B and C as follows:

B. Notices. All notices hereunder shall be in writing and must be served either personally, by registered or certified mail or overnight courier at the following addresses:

THE VILLAGE at: Village of Hawthorn Woods  
Chief Operating Officer  
2 Lagoon Drive  
Hawthorn Woods, IL 60047

With a copy to: Patrick T. Brankin  
Schain Banks  
70 W. Madison Street  
Suite 5300  
Chicago, IL 60602

OWNER at: OK Capital, Incorporated  
1250 S. Grove  
Suite 300  
Barrington, IL 60010  
Attention: Thomas O'Donnell

DEVELOPER: Taylor Morrison of Illinois, Inc.  
1834 Walden Office Square, Suite 300  
Schaumburg, IL 60173  
Attention: Scott Barenbrugge

With a copy to: Meltzer, Purtil & Stelle LLC  
300 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606  
Attention: Julie M. Workman

or to such other person or place which any Party hereto, by its prior written notice, shall designate for notice to it from the other Parties hereto.

Notice shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after the deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier.

C. Binding Effect, Term, Amendment and Assignment.

1. Pursuant to 65 ILCS 5/11-15.1-4, this First Amendment shall be binding upon and inure to the benefit of the Parties hereto, successor grantees, purchasers, and owners of record of the Subject Property, their assigns and lessees, and upon any successor municipal authority of the Village and successor municipalities, for a period of twenty (20) years from the date set forth in the opening paragraph of this First Amendment. Notwithstanding the foregoing, this Amendment shall not be assigned by either party hereto without the prior written consent of the other party to this Amendment, which consent shall not be unreasonably withheld. Upon transfer of ownership, any elevations not already approved by the Village Board must be approved by the Village Board, which approval shall not be unreasonably withheld.

2. This First Amendment may be amended from time-to-time with

the consent of the Parties hereto pursuant to statute, except that changes to the addresses or addressees for notice in Section B. shall be accomplished by delivery of notice of such change in accordance with Section B. However, only the written approval of the legal titleholder of an interest in the property affected by the amendment shall be required to effect an amendment to this First Amendment. No purported oral amendment to the First Amendment shall be binding or enforceable.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.



**VILLAGE OF HAWTHORN WOODS**, an Illinois municipal corporation

By: [Signature]  
Its: Mayor

ATTEST:

[Signature: Donna Lobaito]  
Donna Lobaito  
Village Clerk

**OK CAPITAL, INCORPORATED**, an Illinois corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**TAYLOR MORRISON OF ILLINOIS, INC.**, an Illinois corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Authorized Signatory

ATTEST:

\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

**VILLAGE OF HAWTHORN WOODS**, an Illinois municipal corporation

By: \_\_\_\_\_  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Donna Lobaito  
Village Clerk

**OK CAPITAL, INCORPORATED**, an Illinois corporation

By: \_\_\_\_\_  
Its: *president*

ATTEST:

\_\_\_\_\_  
Secretary

**TAYLOR MORRISON OF ILLINOIS, INC.**, an Illinois corporation

By: \_\_\_\_\_  
Its: *President*

ATTEST:

\_\_\_\_\_  
*Nancy Lynch*

By: \_\_\_\_\_  
Name: *Scott Barenbrugge*  
Authorized Signatory

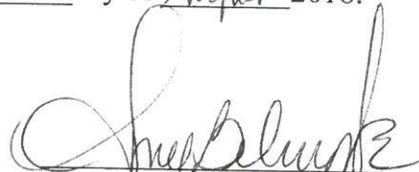
ATTEST:

\_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public in and for said County , in the State aforesaid, DO HEREBY CERTIFY that Joseph Mancino, Mayor of the Village of Hawthorn Woods, and Donna Lobaito, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of August 2018.

  
**Notary Public**



STATE OF ILLINOIS        )  
                                      )  
COUNTY OF ~~LAKE~~ Cook )   SS.

I, the undersigned, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that OK CAPITAL, INC. and Thomas A O'Donnell, Jr. personally known to or to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively appeared before me this day in person and acknowledged that they signed delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth, as his/her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of September 2018.



  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  )   SS.  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that RICHARD CHALPINE personally known to me to be the PRESIDENT of TAYLOR MORRISON OF ILLINOIS, INC., and SCOTT BARENBRUGGE personally known to me to be the VICE PRESIDENT of TAYLOR MORRISON OF ILLINOIS, INC., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such PRESIDENT and VICE PRESIDENT of TAYLOR MORRISON OF ILLINOIS, INC., they signed and delivered the said instrument, pursuant to authority given by the corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of SEPTEMBER 2018.

Denise V. Caputo  
Notary Public

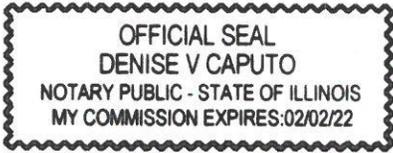


EXHIBIT A

LEGAL DESCRIPTION

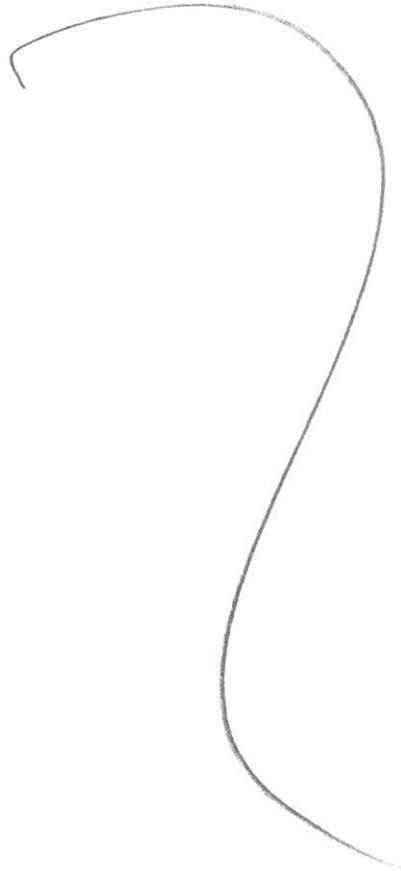
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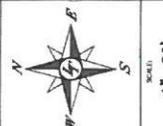
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Hawthorn Woods, IL 60047

**EXHIBIT "B"**

**SITE PLAN**





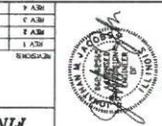


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**FINAL ENGINEERING MODIFICATION:**  
 COSTEKKIN CT, HAWTHORN WOODS  
 LOTS 1-11 (HIGH POINTS STARS)  
 CLIENT: KYLOR KORNSTON  
 PINS: 10-21-402-000 TO 010

NO.	DESCRIPTION	DATE
01	PROFESSIONAL DESIGN PINS	11/20/19
02	REVISED PINS	11/20/19
03	REVISED PINS	11/20/19
04	REVISED PINS	11/20/19
05	REVISED PINS	11/20/19
06	REVISED PINS	11/20/19
07	REVISED PINS	11/20/19
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10	REVISED PINS	11/20/19
11	REVISED PINS	11/20/19



DATE: 1/27/20  
 PAGE 1 OF 3  
 16-281

**LEGEND**

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED DRIVE
- PROPOSED SIDEWALK
- PROPOSED BIKEWAY
- PROPOSED UTILITY
- PROPOSED TREE
- PROPOSED SIGN
- PROPOSED FENCE
- PROPOSED WALL
- PROPOSED CURB
- PROPOSED PAVEMENT
- PROPOSED LIGHT FIXTURE
- PROPOSED SIGN
- PROPOSED FENCE
- PROPOSED WALL
- PROPOSED CURB
- PROPOSED PAVEMENT
- PROPOSED LIGHT FIXTURE

**SYMBOL LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	PROPOSED IMPROVEMENT
(Symbol)	EXISTING IMPROVEMENT
(Symbol)	PROPOSED DRIVE
(Symbol)	PROPOSED SIDEWALK
(Symbol)	PROPOSED BIKEWAY
(Symbol)	PROPOSED UTILITY
(Symbol)	PROPOSED TREE
(Symbol)	PROPOSED SIGN
(Symbol)	PROPOSED FENCE
(Symbol)	PROPOSED WALL
(Symbol)	PROPOSED CURB
(Symbol)	PROPOSED PAVEMENT
(Symbol)	PROPOSED LIGHT FIXTURE

**NOTES**

- THIS PLAN IS A MODIFICATION OF FINAL ENGINEERING PREVIOUSLY APPROVED BY THE VILLAGE OF HAWTHORN WOODS.
- ALL LOT DIMENSIONS, ASSOCIATED DIMENSIONS, AND ASSOCIATED AREAS ARE FOR REFERENCE ONLY AND ARE SUBJECT TO CHANGE.
- EROSION CONTROL MEASURES PER SUBDIVISION FINAL ENGINEERING PLANS STAMPED APPROVED BY THE VILLAGE OF HAWTHORN WOODS & SEPTIC PLANS STAMPED APPROVED BY THE VILLAGE OF HAWTHORN WOODS SHALL BE INSTALLED AND MAINTAINED TO PROTECT OFFSITE TREES (SEE DETAIL).
- TREES WITHIN AREAS OF PROPOSED GRADING AND BUILDING ENVELOPES SHALL BE REMOVED UNLESS MARKED FOR PROTECTION.
- CURBS TO BE DEPRESSURED (SAW-CUT) AT PROPOSED DRIVEWAYS.
- ALL EXISTING HYDRANT ASSEMBLIES TO BE REMOVED & CAPPED PER ALL APPLICABLE CODES. MOVE/RELOCATE BENCHMARKS BEFORE PERFORMING THIS OPERATION.
- ALL EXISTING WATER SERVICES TO BE REMOVED & CAPPED PER ALL APPLICABLE CODES.
- ALL PROPOSED SANITARY SERVICES TO BE 6" PVC SDR 26 WITH GLEED JOINTS. SANITARY SERVICES FOR TWO INDIVIDUAL DUPLEX UNITS TO BE WIDED INTO SINGLE EXISTING SERVICE TO MAIN & ARE TO EACH HAVE A CLEAN-OUT.
- ALL FRONT BUILDING LINES ARE 30'. ALL SIDE BUILDING LINES ARE 15'. ALL REAR SETBACK LINES ARE 40' UNLESS OTHERWISE SPECIFIED.
- ANY DRAIN TILES ENCOUNTERED DURING DEVELOPMENT TO BE REMOVED AND REINSTALLED TO THE STREET OR TO THE COUNTY STORMWATER MANAGEMENT COMMISSION WATERSHED DEVELOPMENT ORDINANCE.
- VERTICAL CURVES W04209 TO W4009 -0.23
- ALL ROCKS AND DRIVEWAYS SHALL BE ROUTED INTO THE DETENTION POND PRIOR TO DRIVING OFF-SITE.
- THE FOLLOWING LOTS SHALL BE DIRECTLY CONNECTED TO THE STORM STRUCTURES: LOTS 3A, 4B, 7B, 8A, 8B, 9A, 10A, 10B, AND 11B. THE REMAINING LOTS SHIP PUMP DISCHARGES MAY BE DISCHARGED TO THE DETENTION POND DURELY OR A ROAD POND SWALE.

**SITE DATA**  
 TOTAL SITE AREA = 6.46 ACRES  
 TOTAL LOT AREA = 6.46 ACRES  
 22X MAX LOT COVERAGE  
 (SEE COVERAGE CALCULATIONS ON PAGE 2 OF 3)

**LOT 1:**  
 ADDRESS: 1 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-007 AREA: 1.05 ACRES

**LOT 2:**  
 ADDRESS: 3 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-006 AREA: 0.51 ACRES  
 AREA: 10,290 SQ.FT. 0.24 ACRES  
 LOT 2B: AREA: 11,992 SQ.FT. 0.28 ACRES

**LOT 3:**  
 ADDRESS: 5 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-005 AREA: 0.46 ACRES  
 LOT 3A: AREA: 8,813 SQ.FT. 0.23 ACRES  
 LOT 3B: AREA: 10,311 SQ.FT. 0.24 ACRES

**LOT 4:**  
 ADDRESS: 7 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-004 AREA: 0.48 ACRES  
 LOT 4A: AREA: 10,337 SQ.FT. 0.24 ACRES  
 LOT 4B: AREA: 9,873 SQ.FT. 0.22 ACRES

**LOT 5:**  
 ADDRESS: 9 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-003 AREA: 0.50 ACRES  
 LOT 5A: AREA: 12,371 SQ.FT. 0.28 ACRES  
 LOT 5B: AREA: 12,281 SQ.FT. 0.28 ACRES

**LOT 6:**  
 ADDRESS: 11 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-002 AREA: 0.41 ACRES  
 LOT 6A: AREA: 17,659 SQ.FT. 0.41 ACRES  
 LOT 6B: AREA: 10,414 SQ.FT. 0.24 ACRES

**LOT 7:**  
 ADDRESS: 10 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-008 AREA: 0.66 ACRES  
 LOT 7A: AREA: 8,631 SQ.FT. 0.20 ACRES  
 LOT 7B: AREA: 12,199 SQ.FT. 0.28 ACRES

**LOT 8:**  
 ADDRESS: 8 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-009 AREA: 0.52 ACRES  
 LOT 8A: AREA: 10,162 SQ.FT. 0.23 ACRES  
 LOT 8B: AREA: 12,483 SQ.FT. 0.29 ACRES

**LOT 9:**  
 ADDRESS: 6 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-010 AREA: 0.48 ACRES  
 LOT 9A: AREA: 10,399 SQ.FT. 0.23 ACRES  
 LOT 9B: AREA: 10,688 SQ.FT. 0.25 ACRES

**LOT 10:**  
 ADDRESS: 4 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-011 AREA: 0.51 ACRES  
 LOT 10A: AREA: 10,492 SQ.FT. 0.24 ACRES  
 LOT 10B: AREA: 11,585 SQ.FT. 0.27 ACRES

**LOT 11:**  
 ADDRESS: 2 COSTEKKIN CT, HAWTHORN WOODS  
 PIN: 10-21-402-012 AREA: 0.65 ACRES  
 LOT 11A: AREA: 10,486 SQ.FT. 0.24 ACRES  
 LOT 11B: AREA: 17,905 SQ.FT. 0.41 ACRES

**LINE LEGEND**

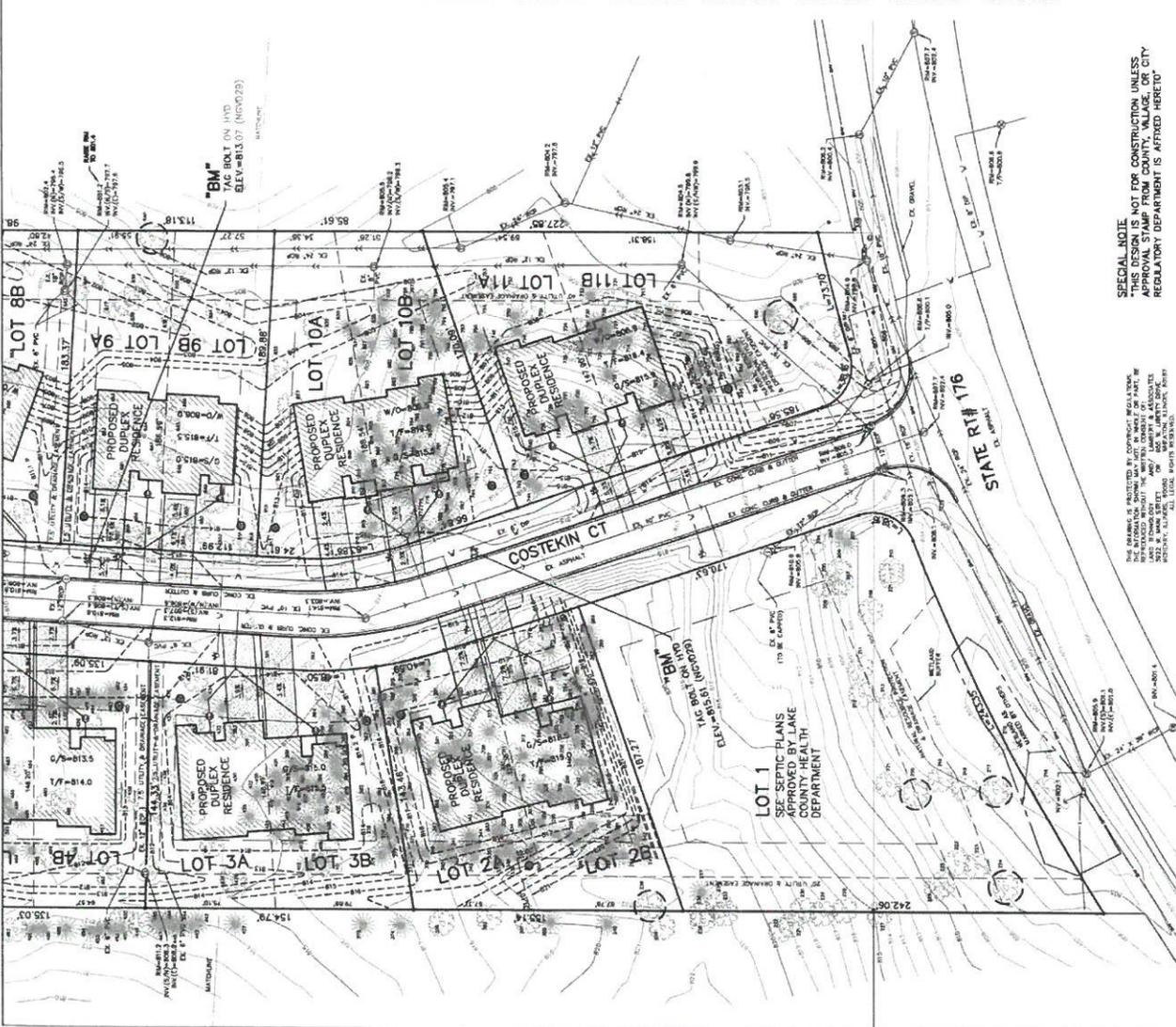
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- PROPOSED ELEVATION LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING BIKEWAY
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- EXISTING PAVEMENT
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- EXISTING LIGHT FIXTURE
- PROPOSED LIGHT FIXTURE

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(Symbol)	PROPOSED IMPROVEMENT
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(Symbol)	PROPOSED SIDEWALK
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(Symbol)	PROPOSED UTILITY
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**SPECIAL NOTE**  
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 LAMBERT & ASSOCIATES  
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 WILMINGTON, ALABAMA 36097  
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 LAND SURVEYING SERVICES

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 MOHENTRY, IL 60060  
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ALIBIOS PROFESSIONAL DESIGN FIRM  
 REG. NO. 194-107250

**TREE INVENTORY**  
 COSTERIN CT, HATHORN WOODS  
 LOTS 1-11 HIGH POINTS ESTATES  
 PINS: 10-21-402-(002 TO 012)  
 CLIENT: TAYLOR MORRISON  
 REVISIONS:  
 REV 2 8/21/78  
 REVISION: RE-MAKE 1/7/78 RECK  
 REV 1 7/27/78



DRAWN BY: DRD  
 CHECKED BY: JAJ  
 DATE: 8/27/78  
**PAGE 3 OF 3**  
 DRAWING NUMBER:  
 16-281

142000 14.15. Northern Shoshone  
 The Inventory 142000-1

Tree No.	Species	DBH	Height	Health	Notes
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142000 14.15. Northern Shoshone  
 The Inventory 142000-1

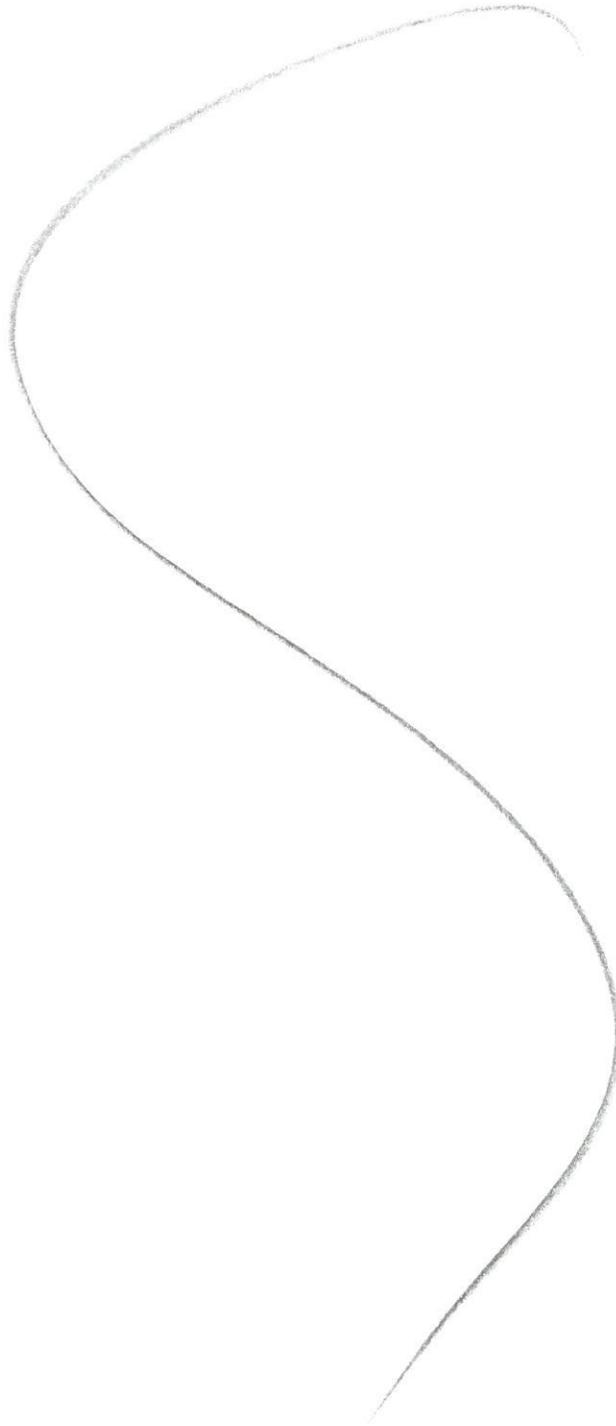
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142000 14.15. Northern Shoshone  
 The Inventory 142000-1

Tree No.	Species	DBH	Height	Health	Notes
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281	...	...	...	...	...
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283	...	...	...	...	...
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290	...	...	...	...	...
291	...	...	...	...	...
292	...	...	...	...	...
293	...	...			

**EXHIBIT "C"**

Traffic Enforcement Agreement



TRAFFIC ENFORCEMENT AGREEMENT



# Hawthorn Woods Police Department

2 Lagoon Drive  
Hawthorn Woods, IL 60047-9061

Phone: (847) 438-9050  
Fax: (847) 438-5308

**An Agreement  
Between the Village of Hawthorn Woods and OK Capital, Incorporated and Taylor  
Morrison of Illinois, Inc.  
for the Imposition of Speed and Traffic Control Restrictions and the Enforcement thereof  
by the Hawthorn Woods Police Department**

The Village of Hawthorn Woods, an Illinois municipal corporation in the State of Illinois (hereafter referred to as the "Village"), and Taylor Morrison of Illinois, Inc. (hereafter referred as the "Developer"), do hereby covenant and agree, one with the other,

THAT:

WHEREAS, Developer is the developer of the property known as High Pointe Estates Subdivision, developed on certain real property, located in the Village; and

WHEREAS, access roads have been established within the property currently under development with streets previously dedicated to the Village; and

WHEREAS, the Municipal Code of the Village provides the means of establishing and controlling such access through the establishment of speed and traffic control restrictions;

NOW, THEREFORE, in consideration of mutual covenants herein contained, and the reciprocal benefits to the parties, it is agreed as follows:

1. That this Agreement is entered into pursuant to the provisions of 65 ILCS 5/1-1-7 and 625 ILCS 5/11-209.1 (1994) as amended.
2. That the Developer requests and authorizes the Village to establish and maintain traffic control restrictions within the property at the locations as depicted on the Traffic Enforcement Agreement Map attached hereto as Exhibit A.
3. That the Developer agrees upon execution hereof to post the appropriate official stop signs as required pursuant to Chapter 2, Section 6-2-4 (B) of the Municipal

Code of the Village, which will add the locations depicted on Exhibit A hereto as stop street intersections.

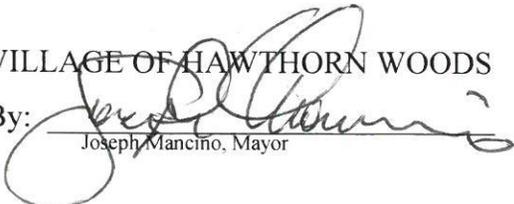
4. That a speed limit of 25 miles per hour shall be established on the roadway depicted on Exhibit A.
5. That said roadway shall be appropriately posted with stop signs and speed limit signs and the Developer shall pay the cost of said signs and the cost of installation and maintenance thereof.
6. That the Developer, in coordination with the Village, agrees upon execution hereof to post the appropriate official No Parking signs as required pursuant to Title 6, Chapter 3, Section 6-3-1 et al of the Municipal Code of the Village, which will add the locations depicted on Exhibit A hereto as No Parking locations.
7. That the Village shall enforce the speed limit, traffic controls and other vehicular movement violations, which contribute to traffic crashes and unsafe operation of vehicles, as well as enforce on-street parking regulations.
8. That this Agreement shall be binding upon any and all successors, assigns or grantees of the Developer.
9. That the Village will cause this Agreement to be promptly recorded with the Lake County Recorder of Deeds Office at the Developer's expense.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the appropriate officers and their corporate seals affixed this 24th day of September 2018.

VILLAGE OF HAWTHORN WOODS

By:

  
Joseph Mancino, Mayor

ATTEST:

By:

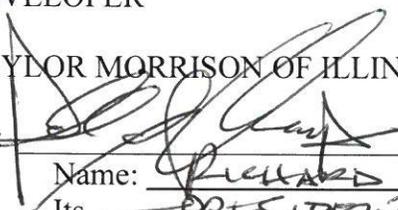
  
Donna Lobaito, Village Clerk



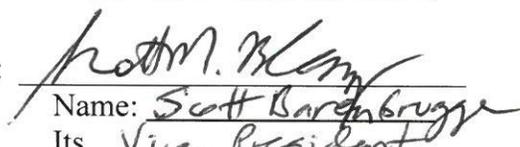
DEVELOPER

TAYLOR MORRISON OF ILLINOIS, INC.

By:

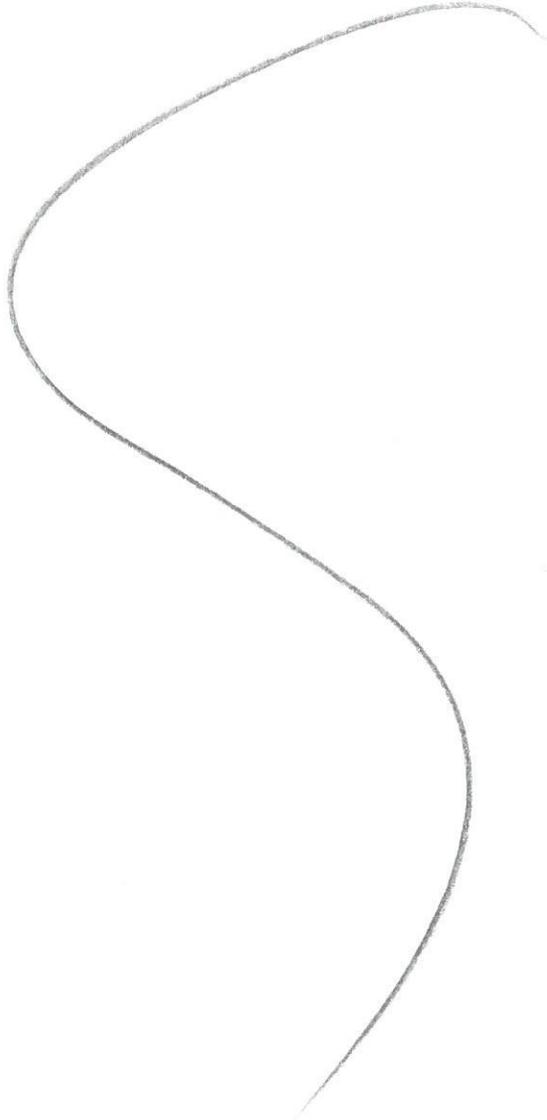
  
Name: Richard J. Champagne  
Its President

By:

  
Name: Scott Barenbrugge  
Its Vice President

**TRAFFIC ENFORCEMENT AGREEMENT  
EXHIBIT A**

**TRAFFIC ENFORCEMENT AGREEMENT MAP**

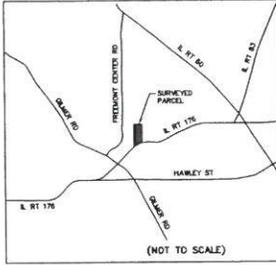




UNSUBDIVIDED  
PER DOC#1017945  
REC: 1/19/1959

OUTLOT H  
IVANHOE CLUB PH-III  
PER DOC#3148232  
REC: 4/27/1992

SCALE:  
1" = 50'



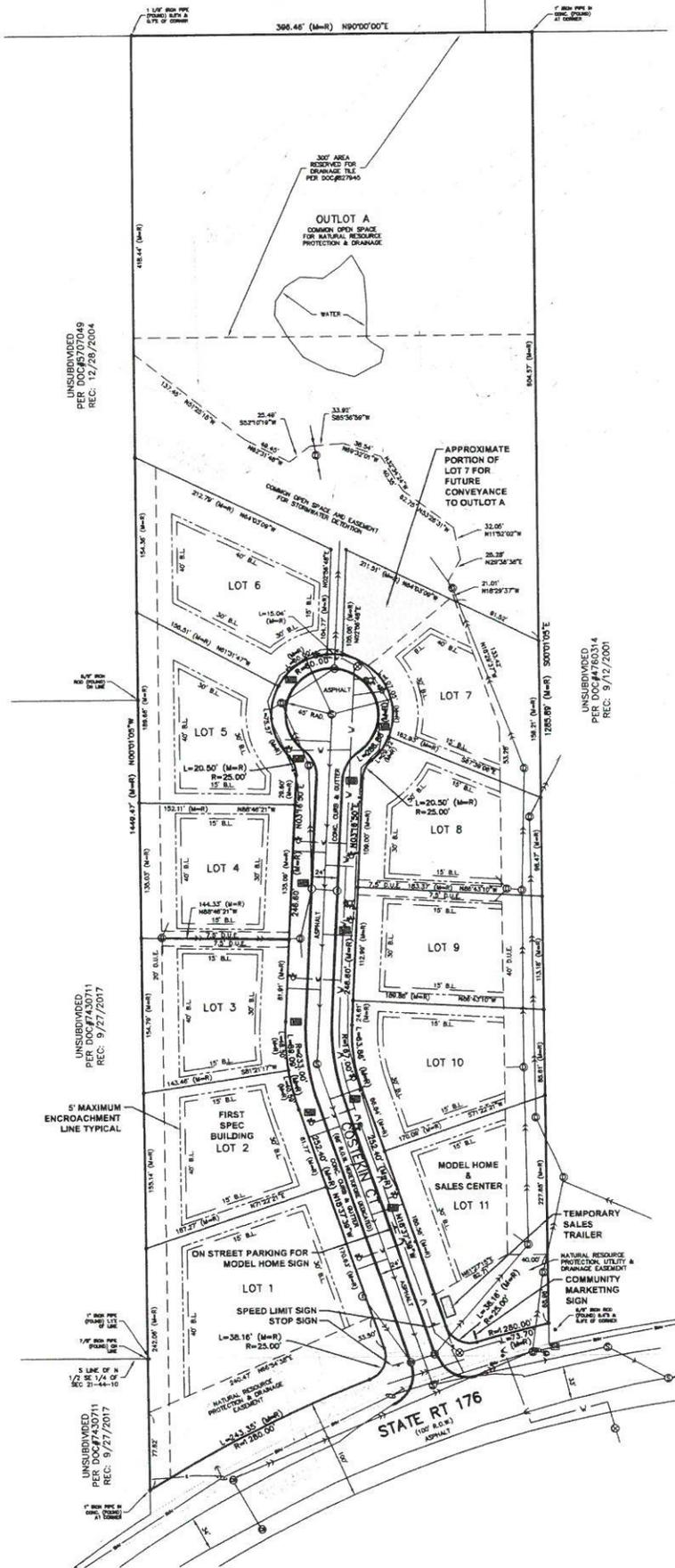
LOCATION MAP

LINE LEGEND

	BURIED ELECTRIC LINE
	BURIED GAS LINE
	OVERHEAD WIRES
	WATER MAIN
	SANITARY SEWER
	STORM SEWER

SYMBOL LEGEND

	PROPOSED IMPROVEMENTS		EXISTING IMPROVEMENTS
	MANHOLE		STORM MANHOLE
	SIGN		CATCH BASIN
			INLET
			WATER VALVE VAULT
			WATER VALVE
			HYDRANT
			S-BOX
			SANITARY MANHOLE
			CLEAN-OUT
			UTILITY BOX
			UTILITY POLE
			GUY WIRE
			1" IRON PIPE (FOUND) AT CORNER UNLESS OTHERWISE NOTED



**LAMBERT & ASSOCIATES**  
855 W. LIBERTY DR  
WHEATON, IL 60187  
P: (630)653-5331  
F: (630)653-6396  
E: INFO@LAMBERTSURVEY.COM

**LAND TECHNOLOGY**  
3925 W. MAIN STREET  
MCKENNA, IL 60050  
P: (615)863-9200  
F: (615)863-9223  
E: LANDTECH@LTD-PE.COM

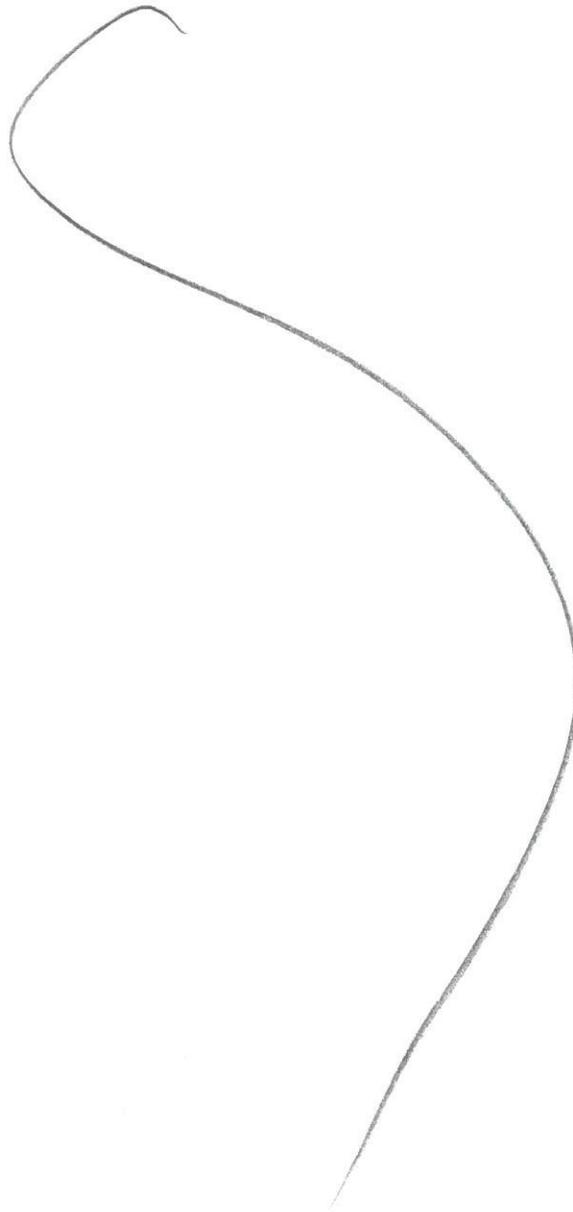
THIS DRAWING IS PROTECTED BY COPYRIGHT REGULATION. THE INFORMATION SHOWN MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF:  
**LAND TECHNOLOGY**  
3925 W. MAIN STREET  
MCKENNA, ILLINOIS, 60050  
AND/OR  
**LAMBERT & ASSOCIATES**  
855 W. LIBERTY DRIVE  
WHEATON, ILLINOIS, 60187  
ALL LEGAL RIGHTS RESERVED.

DRAWN BY: **TAYLOR MORRISON**  
CHECKED BY: JMU  
DATE: 7/24/18

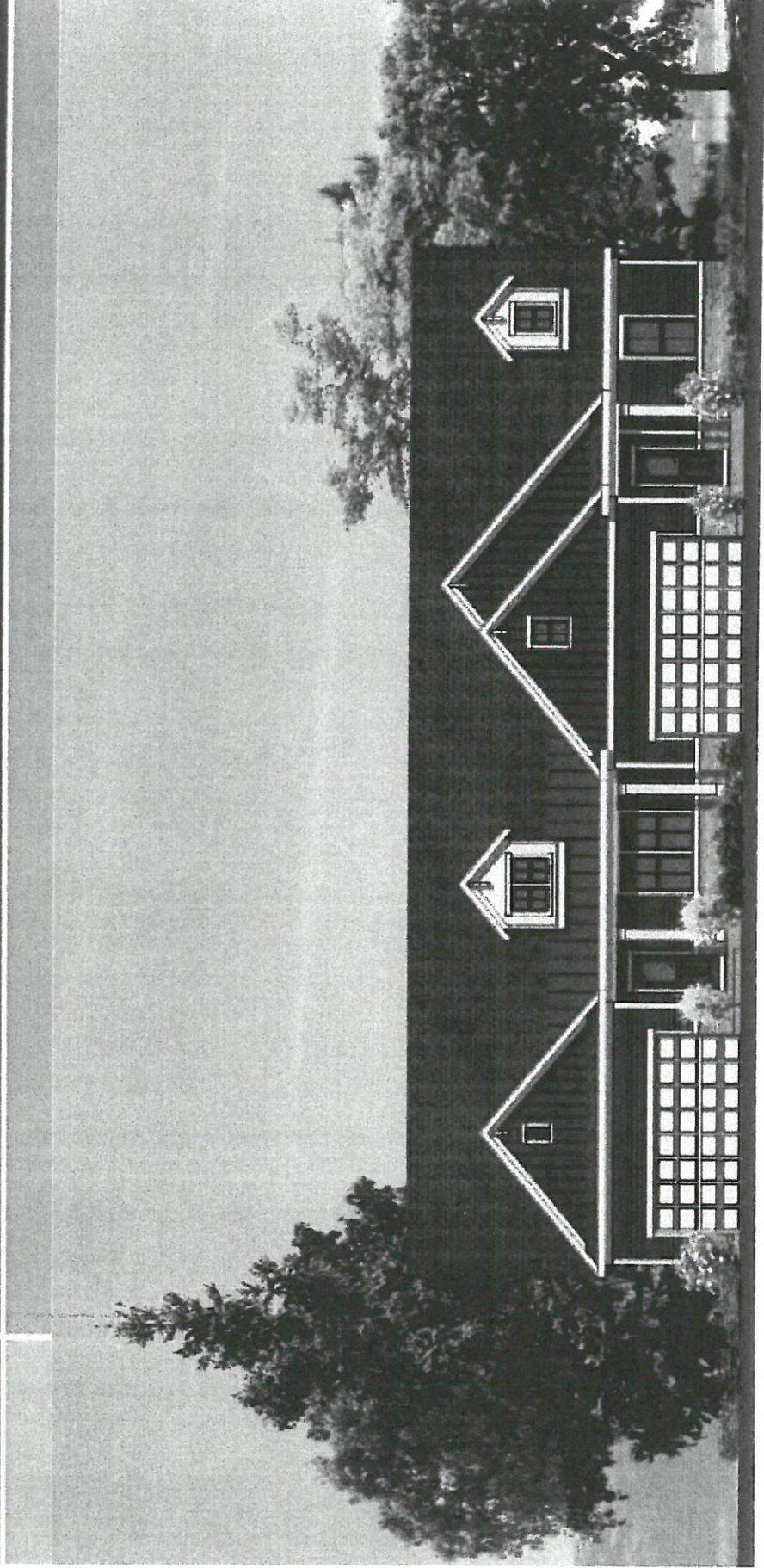
**SITE PLAN EXHIBIT**  
PAGE 1 OF 1  
DRAWING NUMBER: 16-281

**EXHIBIT "D"**

Architectural Elevations



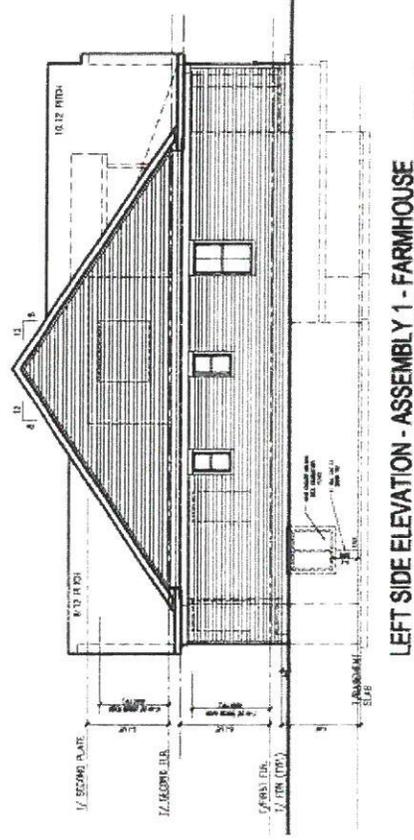
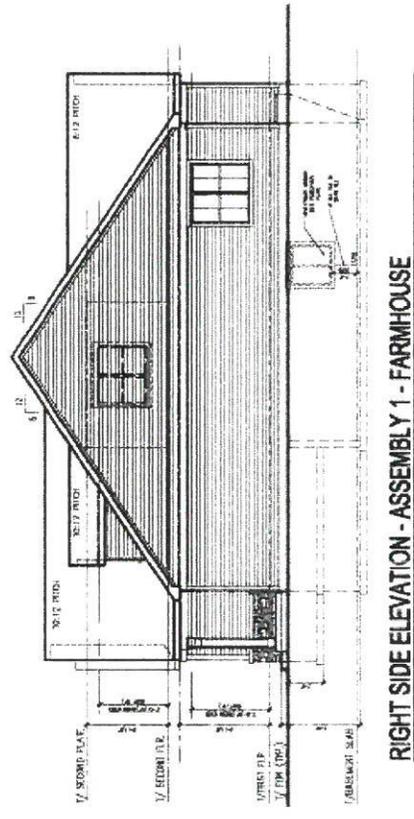
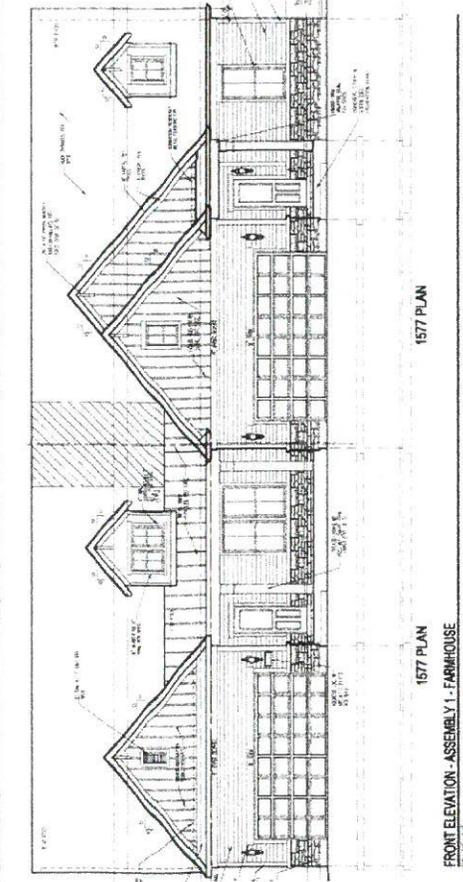
# Assembly 1 – Front Elevation Color



FARMHOUSE

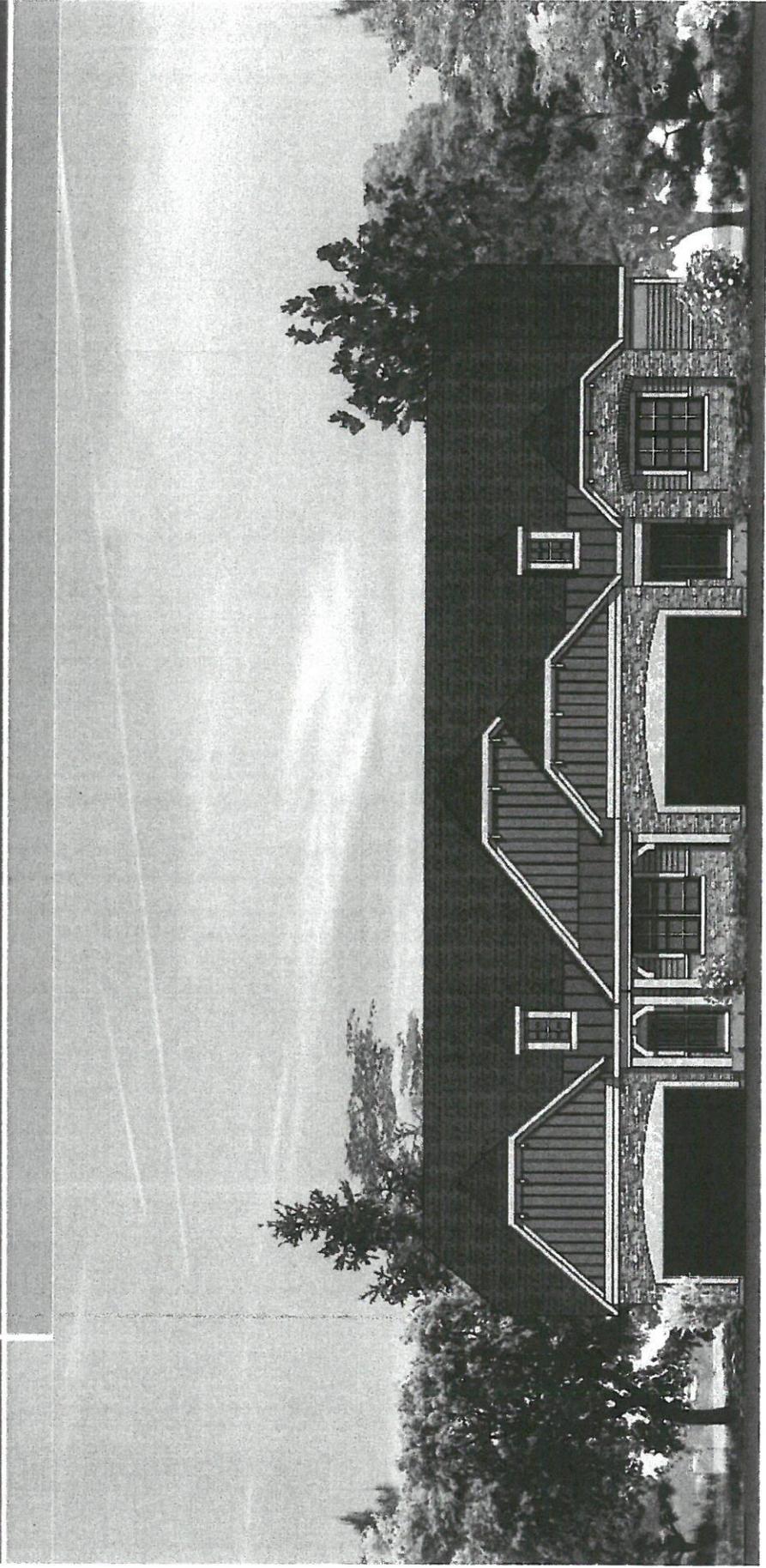
TaylorMorrison

# Assembly 1 – Elevations Black & White



TaylorMorrison

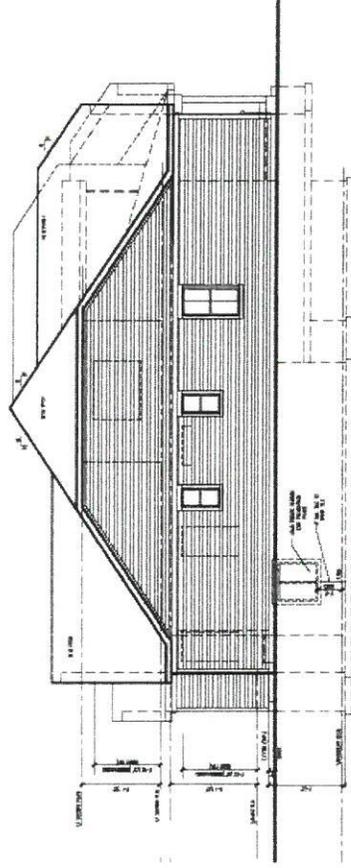
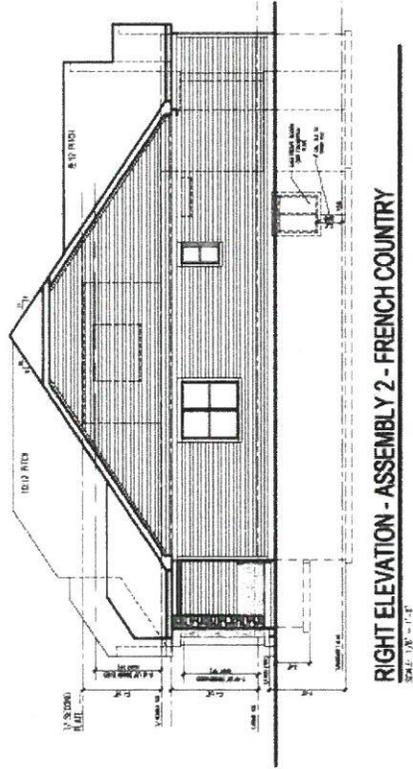
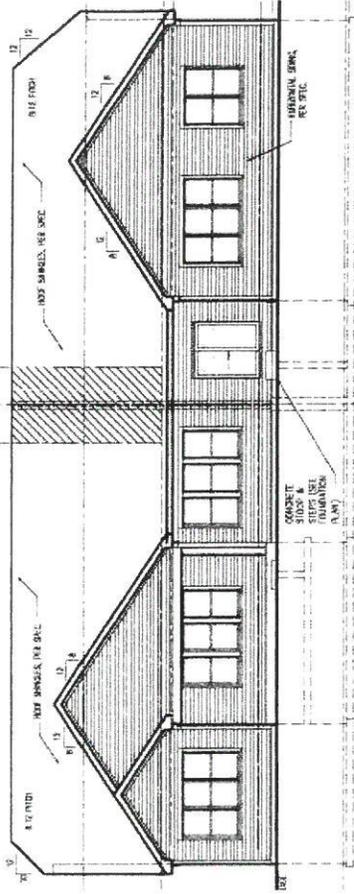
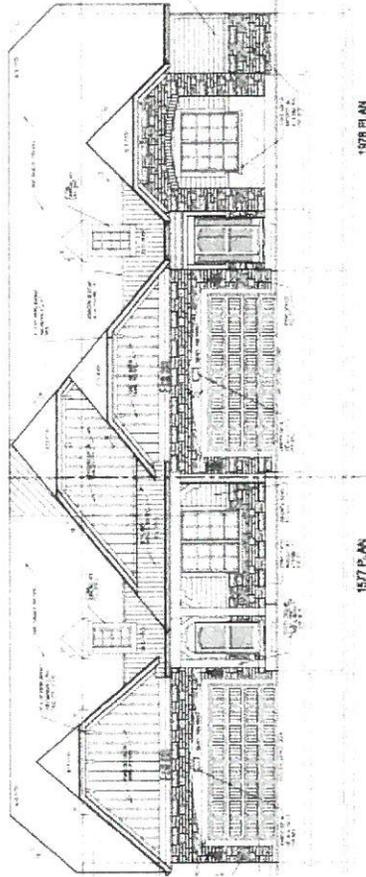
# Assembly 2 – Front Elevation Color



FRENCH COUNTRY

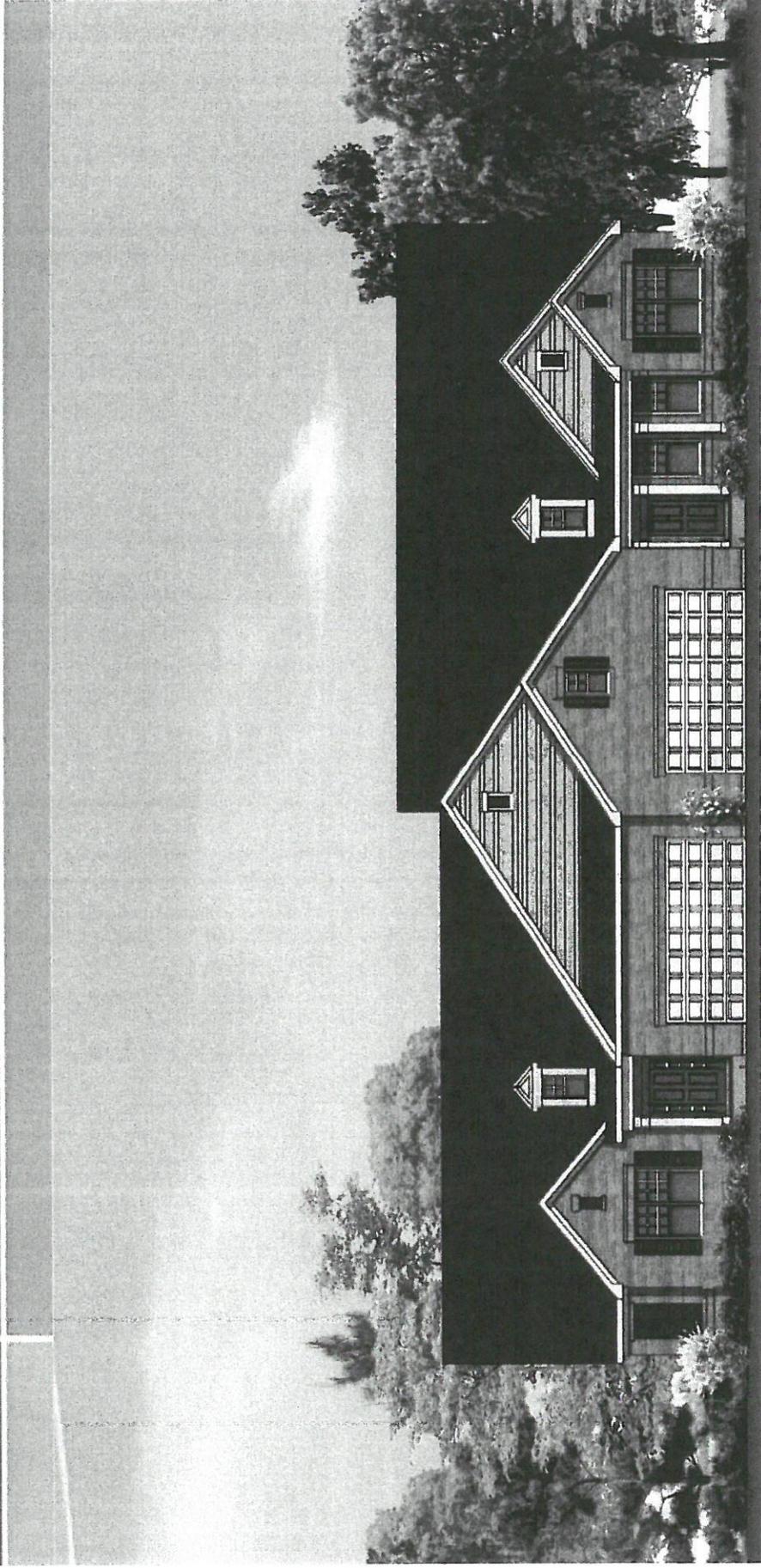
TaylorMorrison

# Assembly 2 – Elevations Black & White



Taylor Morrison

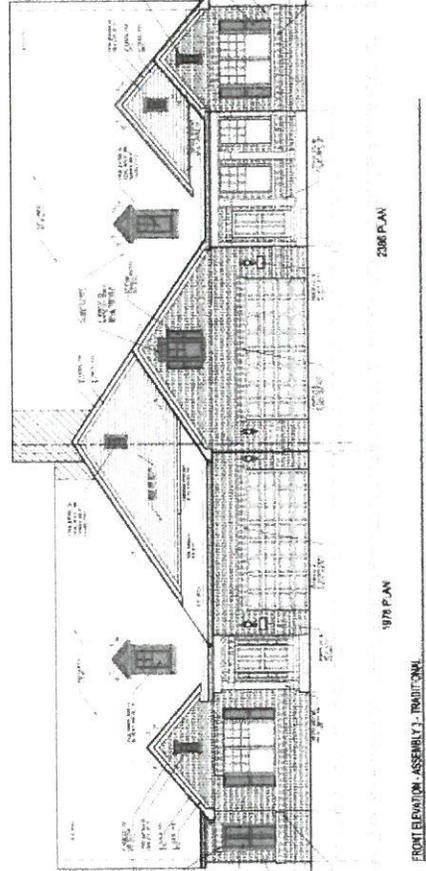
# Assembly 3 – Front Elevation Color



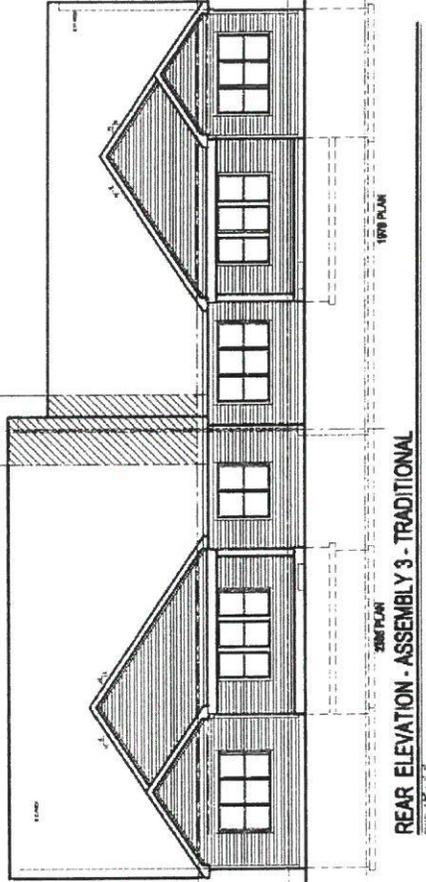
TRADITIONAL

TaylorMorrison

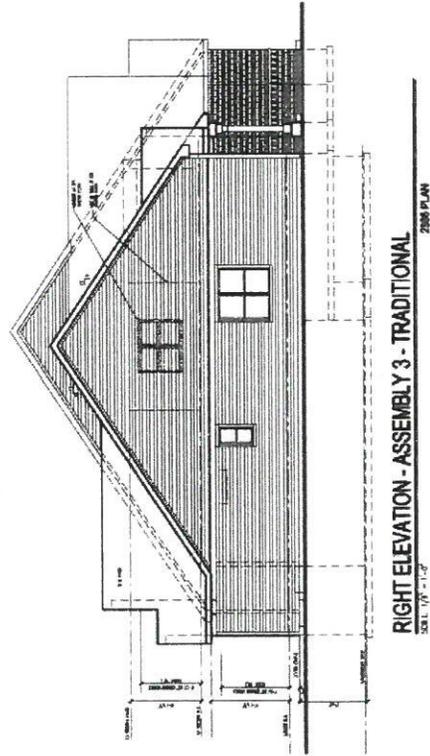
# Assembly 3 – Elevations Black & White



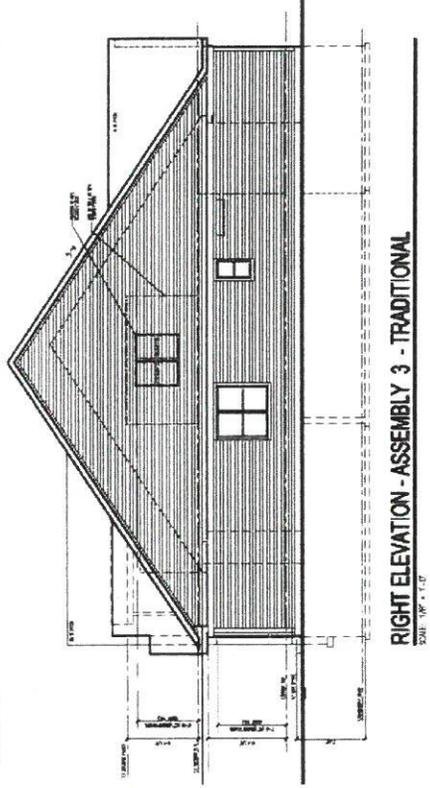
1978 PLAN



2006 PLAN



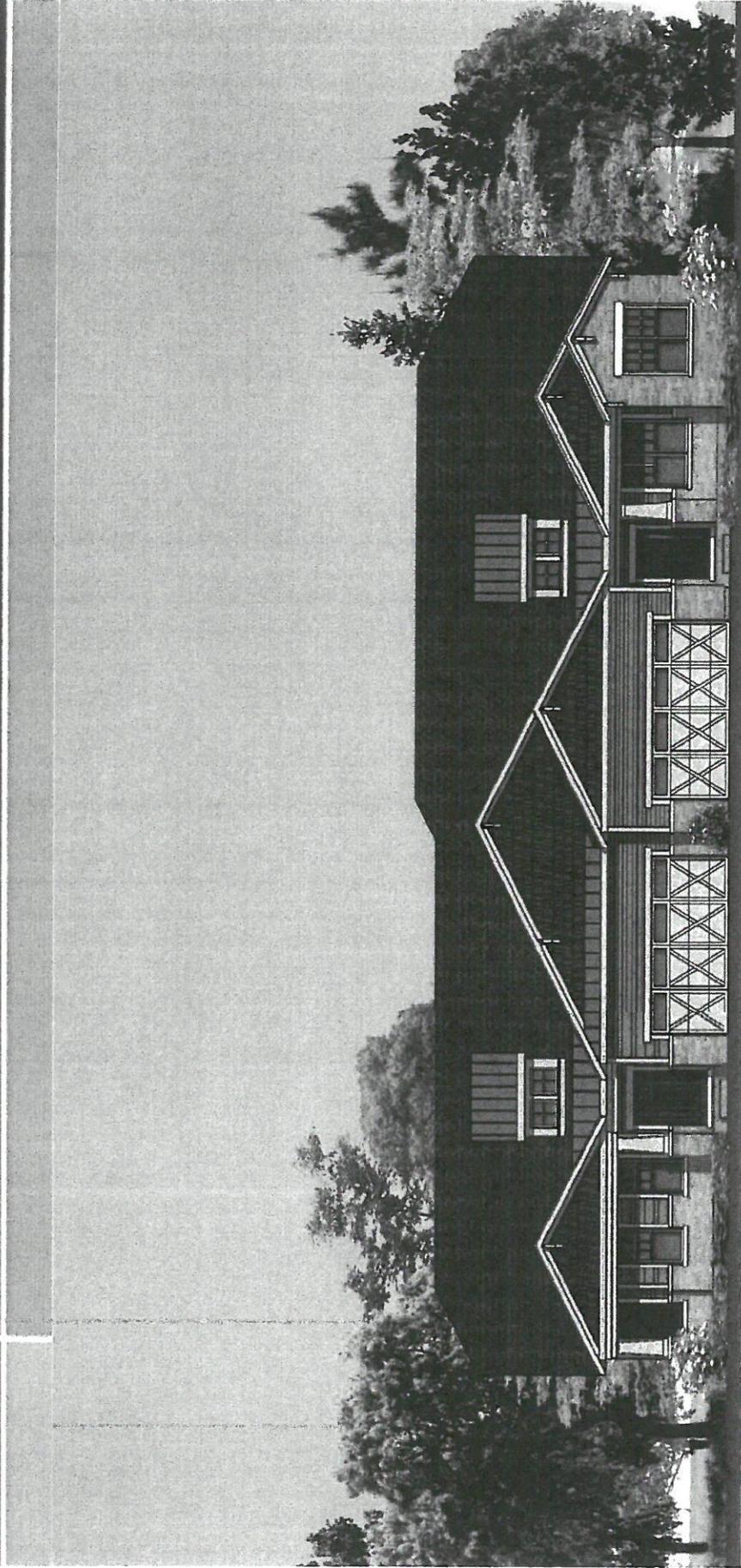
2006 PLAN



2006 PLAN

TaylorMorrison

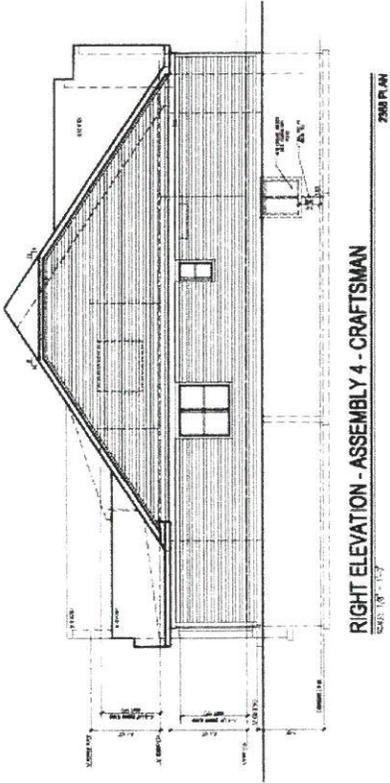
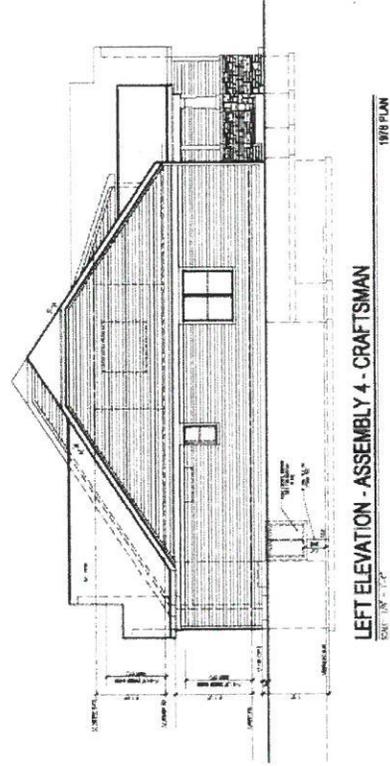
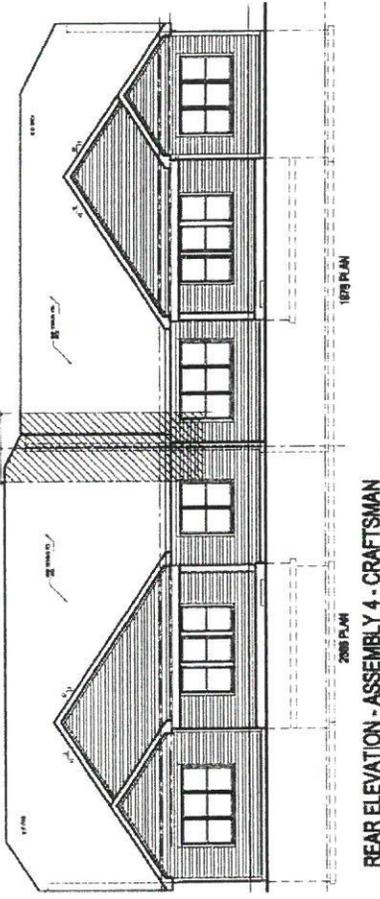
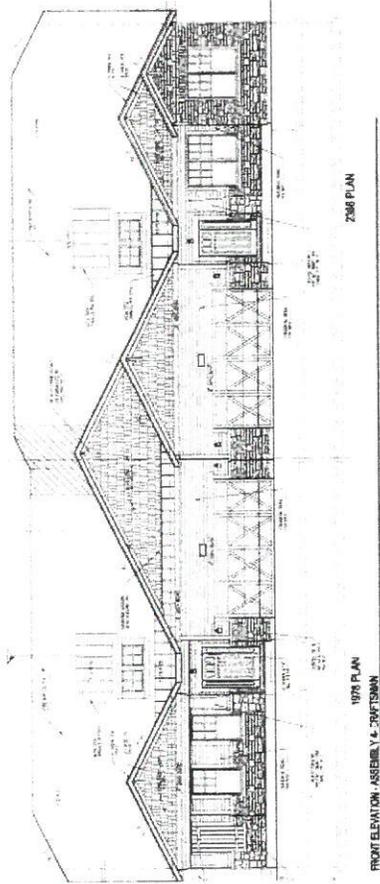
# Assembly 4 – Front Elevation Color



CRAFTSMAN

TaylorMorrison

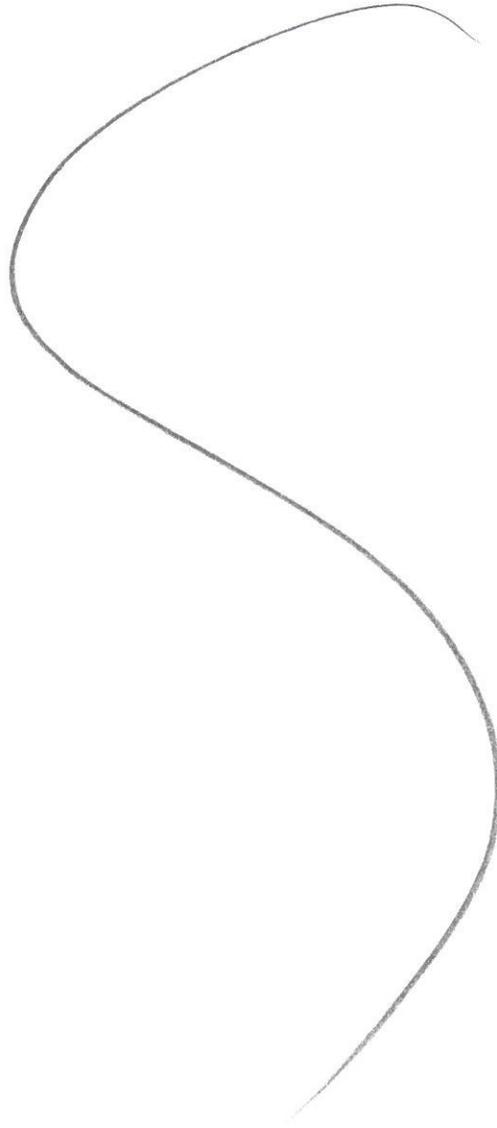
# Assembly 4 – Elevations Black & White



TaylorMorrison

**EXHIBIT "E"**

Anti-Monotony Standards



**ANTI-MONOTONY STANDARDS**  
**HIGH POINTE ESTATES – HAWTHORN WOODS, IL**

**I. Criteria**

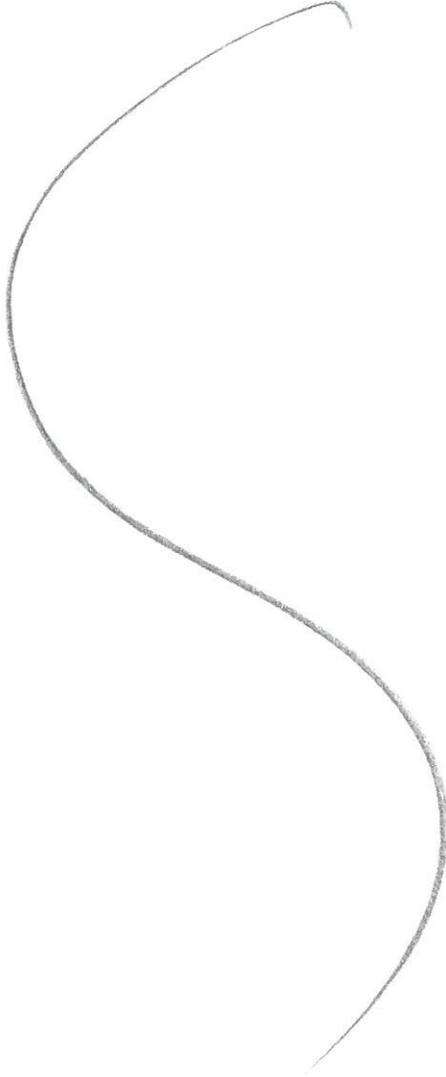
- a. No building shall have more than **1 of 3** of the following elements in common with: (i) one (1) building on either side; or (ii) the building most directly across the street from the subject building:
  - 1. The same configuration.
  - 2. The same garage doors.
  - 3. The same color package.
- b. The same configuration shall not be built more than twice in any stretch of three (3) adjacent buildings.

**II. Definitions**

- a. Configuration – a combination of floorplan layouts, elevations, and exterior fenestration (siding, stone and/or brick).
- b. Garage Door – a combination of garage door style (panel, carriage, etc.), and color (painted or faux woodgrain).
- c. Color Package – a combination of siding, stone, trim/gutter, accent, door, and roof colors incorporated into the exterior color fenestration of a single building.

**EXHIBIT "F"**

Tax District Contributions



## SCHOOL CASH CONTRIBUTION AGREEMENT

This **SCHOOL CASH CONTRIBUTION AGREEMENT** (the "Agreement") is made this 14<sup>th</sup> day of MARCH, 2016, by and between **Prestige Development, LLC**, ("Developer"), and **FREMONT SCHOOL DISTRICT #79**, a body politic in Lake County, Illinois (the "School District").

### WITNESSETH:

**WHEREAS**, Developer is presently contemplating the development of certain real estate in Fremont Township, Illinois, to be commonly known as High Point Estates Subdivision; and

**WHEREAS**, a portion of the Real Estate lies within the boundaries of the School District, which portion is legally described on Exhibit A attached hereto (the "Real Estate"); and

**WHEREAS**, the Developer will develop Real Estate with eleven (11) combined dwelling buildings, each with two (2) separate units to have no more than two (2) usable bedrooms per unit, and

**WHEREAS**, development of the Real Estate will have an impact on the School District; and

**WHEREAS**, it is the intention of Developer and the School District to offset such impact on the School District by providing for Developer's payment of cash contributions in lieu of land donation to the School District; and

**WHEREAS**, Developer and the School District have mutually agreed upon the amount of the cash contributions to be paid by Developer to the School District.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the sufficiency of which is hereby acknowledged, Developer and the School District hereby agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if set forth in their entirety in this paragraph.
2. Developer agrees that in lieu of a land donation it shall pay to the School District, and the School District agrees to accept from Developer, cash payments per for each combined dwelling building constructed on the Real Estate that lies within the jurisdiction of the School District ("Impact Fees") of \$9,387 for the year 2016.
3. Should the Developer alter its development plans with respect to the configuration or number of bedrooms of the dwelling buildings, the Impact Fees will be calculated based on the attached Exhibit A, with the application of the Escalation Factor for each year starting as of January 1, 2017

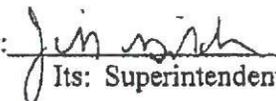
4. Impact Fees shall be paid to the School District by Developer, or Successor, for each combined dwelling building constructed on the Real Estate before Developer applies to the Village for issuance of a building permit for such building.
5. The School District shall issue a separate receipt for each building as it receives payment of the applicable Impact Fees.
6. Beginning on January 1, 2017, and continuing on January 1 of each subsequent year until development of the Real Estate is completed, the Impact Fee amounts shall be increased by an Escalation Factor. The Escalation Factor shall be two and one-half percent (2.5%).
7. The School District may use the Impact Fees collected under this Agreement as and to the extent permitted by law.
8. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Developer shall give the School District at least 28 days written notice of any sale, transfer or conveyance of any part of the Real Estate. Developer shall be responsible for all Impact Fees required by this Agreement if it sells, transfers or conveys any part of the Real Estate, except for lots for which the Developer will make the Impact Fee obligations under this Agreement a part of any agreement with the buyer or transferee. In such case, the buyer or transferee shall be responsible for paying the Impact Fee and Developer shall be released from any responsibility or liability thereunder.
9. The provisions of this Agreement shall run with the land until all certificates of occupancy for combined dwelling buildings constructed on the Real Estate have been issued and all Impact Fees required to be paid under this Agreement have been paid.
10. Developer shall deliver to the School District, and the School District shall execute and return to Developer within (60) days from the date of receipt, a release, in recordable form, confirming that all required Impact Fees have been paid and releasing the Real Estate from the covenants and provisions of this Agreement once all certificates of occupancy have been issued and all required Impact Fees have been paid to the School District. In addition, if necessary, the School District shall promptly execute releases, prepared by Developer, for individual combined dwelling buildings once the Impact Fees for such buildings have been paid, releasing such buildings from the covenants and provisions of this Agreement.
11. If the Developer fails to pay a required Impact Fee to the School District at the time required and the School District incurs costs, including attorney's fees, to acquire the late Impact Fee, the School District shall be entitled to recover from the Developer, in addition to the Impact Fee, any such expenses.

12. The Parties understand and expressly agree that they are entering into this Agreement freely and voluntarily. Developer acknowledges and agrees that the School District has the absolute right to receive the Impact Fees set forth in this Agreement and the absolute right to exercise its discretion in utilizing those Impact Fees, in accordance with the terms provided herein. Developer waives, releases, remises, and discharges the School District, its Board of Education, and its present and former officers, members (individually and collectively), agents, servants, administrators, employees, successors, representatives, attorneys, and assigns, and each and every one of them, of and from any and all claims, demands, liens, obligations, and actions or causes of actions of every kind or nature, at law or equity, which Developer may now have or claim to have or which may hereafter accrue, whether known or unknown, anticipated or unanticipated, against the School District emanating or resulting from this Agreement other than a claim or cause of action arising out of or related to a willful or wanton breach of this Agreement.
13. This Agreement constitutes the entire contract between the parties with respect to the subject matter of this Agreement and may not be modified except by written agreement of both Parties.
14. The provisions of this Agreement shall be severable so that the unenforceability or invalidity of any provision(s) of this Agreement shall not render any other provision or provisions unenforceable or invalid.
15. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective as of the day and year first above written.

FREMONT SCHOOL DISTRICT #79

  
Developer

By:   
Its: Superintendent

By:   
Its: 

Date: 3/29/16

Date: 3/14/16

Exhibit A

**Fremont Impact Fees  
Effective June 1, 2015**

	<u>2015</u>
<b>1 Bedroom</b>	<b>\$3,022</b>
<b>2-3 Bedrooms</b>	<b>\$7,035</b>
<b>4 or More Bedrooms</b>	<b>\$9,387</b>
<b>Age Restricted Unit</b>	<b>\$1,210</b>



**FREMONT SCHOOL  
DISTRICT 79**

*Preparing Today's Child for Tomorrow's World*

**MICHAEL TANNER**  
Director of Business Services

28855 North Fremont Center Road  
Mundelein, Illinois 60060  
[www.fsd79.org](http://www.fsd79.org)

(847) 566-0169  
Fax: (847) 566-7280  
[mtanner@fsd79.org](mailto:mtanner@fsd79.org)

<[mtanner@fsd79.org](mailto:mtanner@fsd79.org)>

5, 2016 11:26 AM

[schmitt.com](http://schmitt.com)

Fees

Hi Greg

The next chance for you to get in front of the Fremont board is March 14th.

Rather than waiting until March, I recommend that you prepare a paper copy of your impact fee modification proposal for board review as soon as you can, and send it to me. I will circulate it among the board members, and gather their collective read on your proposal.

I look forward to working with you, and please don't hesitate to call with any questions.

Sincerely,

M.

---

**Michael Tanner**  
Director of Business Services

*Fremont School District 79  
28855 N. Fremont Center Road  
Mundelein, IL 60060*

847-566-0169  
[www.fsd79.org](http://www.fsd79.org)  
[mtanner@fsd79.org](mailto:mtanner@fsd79.org)

**Greg Schmitt**

---

**From:** Michael Tanner <mtanner@fsd79.org>  
**Sent:** Tuesday, March 29, 2016 1:59 PM  
**To:** Greg Schmitt  
**Subject:** Re: Fremont Impact Fees  
**Attachments:** School Cash Contribution Agreement - Prestige Development - Signed.pdf

Thanks, Greg - a copy of the countersigned agreement is attached for your records. We look forward to working with you! M

---

**Michael Tanner**  
*Director of Business Services*

*Fremont School District 79*  
*28855 N. Fremont Center Road*  
*Mundelein, IL 60060*

847-566-0169  
[www.fsd79.org](http://www.fsd79.org)  
[mtanner@fsd79.org](mailto:mtanner@fsd79.org)

On Thu, Feb 25, 2016 at 8:19 PM, Greg Schmitt <[gregschmitt@rjschmitt.com](mailto:gregschmitt@rjschmitt.com)> wrote:  
Thanks Mike-  
I'm on vacation right now and I get back 3/12/16. I will print and execute when I get back.  
Greg

Sent from my iPhone

On Feb 25, 2016, at 3:10 PM, Michael Tanner <[mtanner@fsd79.org](mailto:mtanner@fsd79.org)> wrote:

Hi Greg

I apologize for the length of the bureaucratic process, but I was finally able to get your request for impact fee consideration in front of the school board for formal action. While they agreed to consider your 22 units as 11, 4 bedroom, single-family units for impact fee purposes, they were unwilling to come off the current 4 bedroom impact fee of \$9,387 per unit.

Attached, please find a formal impact fee agreement reflecting the school board's decision. Please review and execute as you desire, and contact me with any questions.

Thanks!

Mike

---

**Michael Tanner**  
*Director of Business Services*

*Fremont School District 79*

**BUILDERS' IMPACT FEE  
AGREEMENT 2016**

This Agreement made and entered in this 17<sup>th</sup> day of MAY, 2016 by and between MUNDELEIN CONSOLIDATED HIGH SCHOOL DISTRICT NO. 120, hereafter referred to as "DISTRICT" and Pratt & Whitney, hereafter referred to as "SUBDIVIDER".

**WHEREAS:**

1. SUBDIVIDER is the owner of record of the real estate described on Exhibit "A" attached hereto and specifically referenced herein.
2. SUBDIVIDER intends to develop said property with the following configuration:
  - A. \_\_\_\_\_ Detached Single Family
  - B.   X   Attached Single Family
  - C. \_\_\_\_\_ Apartments

**And the following sizes:**

- A. \_\_\_\_\_ One-bedroom units
  - B.   X   Two-bedroom units
  - C. \_\_\_\_\_ Three-bedroom units
  - D. \_\_\_\_\_ Four-bedroom units
3. SUBDIVIDER recognizes that the development of said property will result in a financial impact to the DISTRICT.
  4. It is the intention of the SUBDIVIDER and DISTRICT to provide for a cash contribution by SUBDIVIDER on terms hereafter fully set forth.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, it is Hereby agreed by and between SUBDIVIDER and DISTRICT as follows:

1. SUBDIVIDER agrees to a Builder's Impact Fee based upon the amount of the Per Capita Tuition Charge identified for Mundelein Consolidated High School District #120 from its most recent published audit as described in Exhibit "B" attached hereto.
2. The Per Capita Tuition Charge (Exhibit B) shall be multiplied by the Estimated number of high school students per unit as described in Exhibit "C" attached hereto. The resulting calculation shall be the per unit charge for the Builder's Impact Fee, **which shall be adjusted annually.**

3. SUBDIVIDER agrees to contribute a Builder's Impact Fee for each and every duplex dwelling unit developed on the real estate described in Exhibit A at such time as the SUBDIVIDER applies for the issuance of an occupancy permit for such dwelling
4. The DISTRICT agrees to accept the foregoing voluntary Builder's Impact Fee in full settlement and satisfaction of any and all contributions and/or donations of land or cash in lieu thereof, whether or not provided by statute or ordinance now in effect.
5. The DISTRICT agrees that all monies contributed as Builder's Impact Fees shall be used to offset any and all expenditures in the DISTRICT Building Fund or Education Fund.
6. The DISTRICT **agrees to provide annual revisions** to Exhibit B and Exhibit C as attached hereto until the SUBDIVIDER has completed the project as described in Exhibit A. The annual rate adjustment will be based upon the change in Per Capita Tuition Charge as identified in Exhibit B.
7. This Agreement shall be binding upon the parties hereto and their respective Successors and assigns shall be deemed to be a covenant running with the land

IN WITNESS WHEREOF, the parties hereto have set their hands and seals upon the Date indicated.

MUNDELEIN CONSOLIDATED HIGH SCHOOL DISTRICT 120

BY: *[Signature]*

DATE: 5-17-16

COUNTY OF LAKE

STATE OF ILLINOIS

NOTARY: \_\_\_\_\_

DATE: \_\_\_\_\_

*[Signature]*  
(Developer)

BY: *[Signature]*

DATE: 5/19/16

NOTARY PUBLIC SEAL

**ECONOMIC IMPACT ON MUNDELEIN HIGH SCHOOL  
EXHIBIT B**

As part of developing the economic impact factor new students would have on Mundelein High School, the following revisions have been made to the audited per Capita Tuition Charge since the 2006-07 fee schedule year. The annually audited per Capita Tuition Charge is the basis for the calculation of the impact fees on the attached Schedule C.

Audited per Capita Tuition Charge (Oct. 1, 2006- Sept. 30, 2007) (2005-06 fiscal year; 2006-07 fee schedule year)	<u>\$9,041.00</u>
Audited per Capita Tuition Charge (Oct. 1, 2007- Sept. 30, 2008) (2006-07 fiscal year; 2007-08 fee schedule year)	<u>\$10,169.00</u>
Audited per Capita Tuition Charge (Oct. 1, 2008- Sept. 30, 2009) (2007-08 fiscal year; 2008-09 fee schedule year)	<u>\$10,379.00</u>
Audited per Capita Tuition Charge (Oct. 1, 2009- Sept. 30, 2010) (2008-09 fiscal year; 2009-10 fee schedule year)	<u>\$10,621.00</u>
Audited per Capita Tuition Charge (Oct. 1, 2010- Sept. 30, 2011) (2009-10 fiscal year; 2010-11 fee schedule year)	<u>\$10,560.00</u>
Audited per Capita Tuition Charge (Oct. 1, 2011- Sept. 30, 2012) (2010-11 fiscal year; 2011-12 fee schedule year)	<u>\$10,523.00</u>
Audited per Capita Tuition Charge (Oct. 1, 2012- Sept. 30, 2013) (2011-12 fiscal year; 2012-13 fee schedule year)	<u>\$10,917.00</u>
Audited per Capita Tuition Charge (Oct. 1, 2013- Sept. 30, 2014) (2012-13 fiscal year; 2013-14 fee schedule year)	<u>\$10,947.00</u>
Audited per Capita Tuition Charge (Oct. 1, 2014- Sept. 30, 2015) (2013-14 fiscal year; 2014-15 fee schedule year)	<u>\$13,313.00</u>

B-1

**LEGAL DESCRIPTION OF PROPOSED DEVELOPMENT  
EXHIBIT A**

Please enter below a legal description(s) of the property parcel(s) that are proposed to be developed:

**Builder's Impact Fee Agreement  
Schedule C  
High School Students per Dwelling**

The Board of Education of Mundelein Consolidated High School District 120 has established a **High School Students per Dwelling** table that employs the **Table of Estimated Ultimate School Population per Dwelling Unit** provided by the Associated Municipal Consultant-Illinois School Consulting Service.

The cost base for the 2015-16 Impact fee schedule year is the "per Capita Tuition Charge" for the most recently concluded fiscal year (2014-15) for which audited data is available. Applicable to the 2015-16 impact fee schedule year, this figure is:

**\$ 12,626.00**

The fee per unit is calculated by multiplying the base cost times the applicable unit factor.

	<b>Unit Factor</b>	<b>Fee per Unit</b>
<b><u>Detached Single Family</u></b>		
2 bedroom	0.020	\$ 252.50
3 bedroom	0.184	\$ 2,323.00
4 bedroom (or more)	0.360	\$ 4,545.00
<b><u>Attached Single Family</u></b>		
1 bedroom	0.000	\$ -
2 bedroom	0.038	\$ 479.75
3 bedroom	0.059	\$ 744.88
4 bedroom (or more)	0.173	\$ 2,184.13
<b><u>Apartments</u></b>		
Efficiency	0.000	\$ -
1 bedroom	0.001	\$ 12.63
2 bedroom	0.046	\$ 580.75
3 bedroom	0.118	\$ 1,489.75

The cost basis for the calculation of fees will remain unchanged until audited figures are available for the 2015-16 fiscal year.



Gregory Schmitt  
Prestige Developments LLC  
422 Valley View  
Lake Barrington, IL 60010

April 5, 2016

Dear Mr. Schmitt,

Please accept this correspondence as confirmation of the Fremont Public Library District's intent to continue to honor the terms and conditions as set forth in the Developer Donation Agreement executed between the library and the original owners of the High Pointe Estates development, as filed with the Lake County Recorder of Deeds on 11/01/2006. The original agreement called for the construction of 11 four-bedroom single family homes. You explained to me that the revised plans for this development call for twenty-two two-bedroom duplex units. Since the number of bedrooms would remain the same, the Library District does not expect that the proposed change from single family homes to duplex units would result in a substantial additional impact on the Library. Therefore, the Library District has determined that the agreement does not have to be amended to address the change in the number of dwelling units.

According to Exhibit C of the Agreement and after accounting for three years of annual CPI increases, the current fee owed per unit is \$415, payable upon issuance of each building permit.

Please let me know if you have any questions or require any additional information.

Thank you,

Scott Davis  
Director  
Fremont Public Library District

September 22, 2006

Donna Lobaito  
Village of Hawthorn Woods  
2 Lagoon Drive  
Hawthorn Woods, Illinois 60047

Donna,

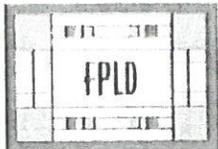
I have been working today on a Developer Donation Agreement between the Fremont Public Library District and Costekin Development, LLC for the proposed "High Pointe Estates" single family home development. Both parties have agreed in principal on the terms of the agreement; however, the Library's Board will not be able to formally approve the document until their next regularly scheduled board meeting on October 19, 2006.

Please accept this letter as a statement of our intention to present the matter for approval at that meeting.

Thank you and please let me know if I can be of any assistance in this matter.

Sincerley,

Scott Davis  
Director  
Fremont Public Library District  
847-918-3240



**Fremont Public Library District**  
**1170 N. Midlothian Dr.**  
**Mundelein, IL 60060**

**(847) 566-8702**  
**Fax: 566-0204**

**DRAFT**

This document prepared by:  
and after recording, this document  
should be returned to:

Ancel, Glink, Diamond,  
Bush, DiCianni & Rolek, P.C.  
415 W. Washington Street  
Suite 202  
Waukegan, Illinois 60085

*This space reserved for Recorder's use only*

**FREMONT PUBLIC LIBRARY DISTRICT  
DEVELOPER DONATION FEE AGREEMENT  
"HIGH POINTE ESTATES"**

This DEVELOPER DONATION FEE AGREEMENT (The "Agreement") is entered into as of the Effective Date (as hereinafter defined) by and between the FREMONT LIBRARY DISTRICT, a unit of local government (the "Library District"), and COSTEKIN DEVELOPMENT, LLC, an Illinois limited liability company ("Owner"). The Library District and Owner are hereinafter sometimes jointly referred to as the "Parties."

**WITNESSETH:**

WHEREAS, Owner is or will be the owner of a parcel of real estate containing approximately 12.5 acres (the "Property") to be developed with 11 homes situated in, or to be annexed to, the Village of Hawthorn Woods, Illinois ("Village"); and

WHEREAS, the Property is legally described on Exhibit A attached hereto and made a part hereof; and

**WHEREAS, Owner has petitioned the Village for certain development approvals which, if granted, will result in the rezoning of the Property for residential (such approvals, as the same may be subsequently amended upon the petition of Owner are collectively referred to herein as the "Village Approvals"). If the Village Approvals are obtained, Owner intends to cause the development of the Property to be undertaken in accordance with a development plan attached hereto as Exhibit B (the "Development Plan") and**

**WHEREAS, the Library District believes, and Owner acknowledges, that the development of the Property with residential land uses pursuant to the Village Approvals will increase the demand for services in the Library District, which will accordingly increase the Library District's need for public lands and improvements; and**

**WHEREAS, in consideration of, and as an inducement for the Village approving the Development Plan, Owner agrees to the terms of this Agreement and agrees further that the Donations (hereinafter defined) provided in this Agreement are specifically and uniquely attributable to the additional burdens that will be imposed upon the Library District by the development of the Property in the manner described in the Development Plan; and**

**WHEREAS, the Parties seek to enter into this Agreement to confirm the obligation of the Owner, its successors and assigns, or any future substitute developers of the Property to make Developer Donations to the Library District to**

offset that part of the burden of providing new public lands and improvements that will be specifically and uniquely attributable to the development of the Property with residential land uses pursuant to the Village Approvals; and

WHEREAS, the Library District will expend considerable funds in reliance upon the fulfillment of the obligations of Owner, their successors and assigns, or any future substitute developers of the Property to make Donations to the Library District as provided for in this Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

**ARTICLE I**  
**RECITALS**

The foregoing Recitals are incorporated herein as part of this Agreement as if fully set forth in this Section I.

**ARTICLE II**  
**DONATIONS PAYABLE**

A. **Amounts Payable.** The Parties agree that, upon receipt of a building permit ("Building Permit") for each residential dwelling unit ("Dwelling Unit") on the Property, Owner shall be obligated to make a cash donation ("Donation") to the Library District in accordance with the Library District Developer Donation Fee Schedule set forth in Exhibit C attached hereto (the "Fee Schedule"), as the same may be modified from time to time pursuant to Article VII hereof.

B. One-Time Payment Only. Once a Building Permit has been issued for a Dwelling Unit on a portion of the Property and a Donation has been paid to the Library District for such Dwelling Unit in accordance with the provisions of paragraph A above, all obligations to pay Donations established by this Agreement shall be deemed to have been satisfied for that Dwelling Unit.

C. Use of Donations Collected. The Library District shall utilize Donations collected by it solely to acquire additional equipment or furnishings, to construct, expand or acquire additional Library District Capital Facilities, to expand the collection of the Library District, or to pay principal and interest amounts coming due on bonds which have been issued to pay for additional equipment or to construct, expand or acquire additional Library District Capital Facilities. For purposes of this Agreement, "Library District Capital Facilities" shall mean new library facilities. The Library District shall not utilize Donations to pay for operational costs (including, without limitation, personnel salaries and utility costs) and any Donations which are utilized for such purposes shall be subject to being refunded to the party, including any successor parties, who has paid them.

### ARTICLE III PAYMENT/COLLECTION

A. Time of Payment. All Donations payable pursuant to the terms of this Agreement shall be due and payable upon the Village's issuance of the Building Permit for the Dwelling Unit for which the Donation is being made. However, Owner

shall have the right but not the obligation to prepay (i.e., pay prior to issuance of an Building Permit) any Donation due for any one or more Dwelling Units.

B. Method of Payment. The payment of a Donation pursuant to this Agreement shall be by check payable to the Library District, and delivered to the Village at the time application is made to the Village for issuance of the relevant Building Permit.

C. Costs of Collection. If Owner shall fail to pay a required Donation to the Library District at the time required, and the Library District is required to file an action against Owner in order to recover the Donation which has not then been paid, the Library District shall be entitled to recover from the non-paying party, in addition to such Donation, the costs and fees (including, without limitation, attorneys' fees) that it incurs in pursuing such action against any such non-paying party. If the Library District obtains a judgment against such party due to the failure to pay a required Donation, the Library District shall have the right to record a judgment lien against the portion of the Property for which the Donation should have been paid and the right to foreclose that lien in the manner provided by law.

**ARTICLE IV**  
**WAIVER OF RIGHT TO CHALLENGE/NO FURTHER DONATIONS**

A. Waiver of Right to Challenge. Owner acknowledges that the Donations set forth on the Fee Schedule accurately reflect the burden on the Library District's equipment and Capital Facilities that will be specifically and uniquely attributable to the Property as a result of its development pursuant to the Village

Approvals. Owner forever waives any right to challenge the Library District's authority to collect the Donations for purposes of addressing its need for additional equipment, collections and capital facilities, and any right to contest the amounts set forth herein as being legally excessive. Such waiver shall be binding on the successors and assigns of Owner, including, without limitation, future Owner and developers of the Property applying for Building Permits.

B. Waiver of Claims. The Parties understand and expressly agree that they are entering into this Agreement freely and voluntarily. Owner acknowledges and agrees that the Library District has the absolute right to receive the Donations set forth in this Agreement and the absolute right to exercise its discretion in utilizing those Donations, in accordance with the terms provided herein. Owner waives, releases, remises, and discharges the Village and its Village Council, the Library District and its Board of Trustees, and collectively their respective present and former officers, members (individually and collectively), agents, servants, administrators, employees, successors, representatives, attorneys, and assigns, and each and every one of them, of and from any and all claims, demands, liens, obligations, and actions or causes of actions of every kind or nature, at law or equity, which Owner may now have or claim to have, or which may hereafter accrue, whether known or unknown, anticipated or unanticipated, against the Village and the Library District emanating or resulting from this Agreement other than a claim or cause of action arising out of or related to a willful or wanton breach of this Agreement.

C. No Further Donations. The Library District acknowledges that no further payments or donations to the Library District (of land, cash or equipment) shall be required of Owner with respect to the Property, and the Library District specifically waives any right to impose any further donation or developer donation fee obligation on such parties notwithstanding any subsequent change in law, circumstances or conditions.

**ARTICLE V**  
**LAND COVENANT**

A. Covenants to Run with Land. The provisions of this Agreement shall run with the land until all Building Permits for Dwelling Units constructed on the Property have been issued and all Donations required to be paid as a result of the issuance of such Building Permit have been paid. Owner agrees to return four (4) fully executed Agreements with all Exhibits to the Library District within thirty (30) days of securing all Village Approvals for the purpose of giving record and public notice of the existence of this Agreement, or within 30 days of the Effective Date, whichever is later. The Library District shall then record the Agreement with the Lake County Recorder of Deeds. The cost of recording shall be paid by Owner.

B. Release. The Library District shall execute and return to Owner within 30 days from the date of receipt, a release, in recordable form, confirming that all required Donations have been paid and releasing the Property from the covenants and provisions of this Agreement once all Building Permits have been issued and all required Donations have been paid to the Library District. In addition, if necessary,

the Library District shall promptly execute releases, prepared by Owner, for individual Dwelling Units once the Cash Donations for such Dwelling Units have been paid, releasing such Dwelling Units from the covenants and provisions of this Agreement.

**ARTICLE VI**  
**TERM**

This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for a term (the "Term") of 20 years, provided, however, that the Term shall automatically end, and this Agreement shall become null and void, upon delivery of notice from Owner to the Library District confirming that Owner has failed to secure the Village Approvals or that it has abandoned its efforts to secure the Village Approvals.

**ARTICLE VII**  
**INFLATION ADJUSTMENT**

Commencing on October 19, 2012 and on October 19 of each year thereafter, the amounts set forth in the Fee Schedule (Exhibit "C"), if all Cash Donations have not yet been paid to the Library District, shall be increased by the percentage increase in the Consumer Price Index for All Urban Consumers, Chicago, from the immediately preceding year. The Parties shall confirm, in writing, the amount of any increases that may become applicable.

**ARTICLE VIII**  
**MISCELLANEOUS**

A. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent to the Parties



deemed given three (3) days after such notice is deposited in the United States mail whether or not such notice is actually received by the addressee.

B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns (including, without limitation, successor members of the Library District's Board of Trustees).

C. Construction/Interpretation. The article and paragraph captions in this Agreement are for convenience only and shall not affect the interpretation of, and are not to be interpreted as part of, this Agreement. This Agreement shall not be construed more strictly against one Party than against any other Party merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties. All of the Parties acknowledge that they have had the benefit of independent counsel with respect to each of the terms of this Agreement.

D. Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by all Parties (or their designated successors and assigns). All exhibits to this Agreement are expressly incorporated herein by this reference thereto.

E. Severability. The provisions of this Agreement shall be severable so that the unenforceability or invalidity of any provision of this Agreement shall not render any other provision unenforceable or invalid.

F. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

G. Time of Essence. Time is of the essence with respect to each provision of this Agreement.

H. Effective Date. The "Effective Date" of this Agreement shall be the date of execution by the Library District.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following their respective signatures to be effective as of the Effective Date.

COSTEKIN DEVELOPMENT, LLC

By:   
Errol Oztekin, Owner

  
JAMES COSTA, OWNER

Date of Execution: 9/22/06

FREMONT PUBLIC LIBRARY DISTRICT

By: \_\_\_\_\_  
William C. O'Brien, President

Attest: \_\_\_\_\_  
Florence Patrick, Secretary

Date of Execution: \_\_\_\_\_

State of Illinois                    ) S.S.  
County of Lake                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William C. O'Brien, President of the Board of Trustees of Fremont Public Library District and Florence Patrick, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instruction as their own free and voluntary act, and as the free and voluntary act of said District, for the uses and purposes therein set forth; and said Secretary did also then and there acknowledge that she as custodian of the corporate seal of said District did affix said corporate seal of said District to said instrument as her own and free and voluntary act, and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_, Notary Public

State of Illinois  
County of Lake

) S.S.  
)



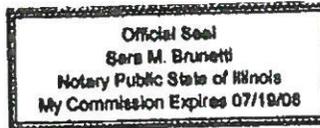
*Sara M Brunetti*

→ JAMES COSTAS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Errol Oztekin, of Costekin Development, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered said instruction as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of September, 2005.

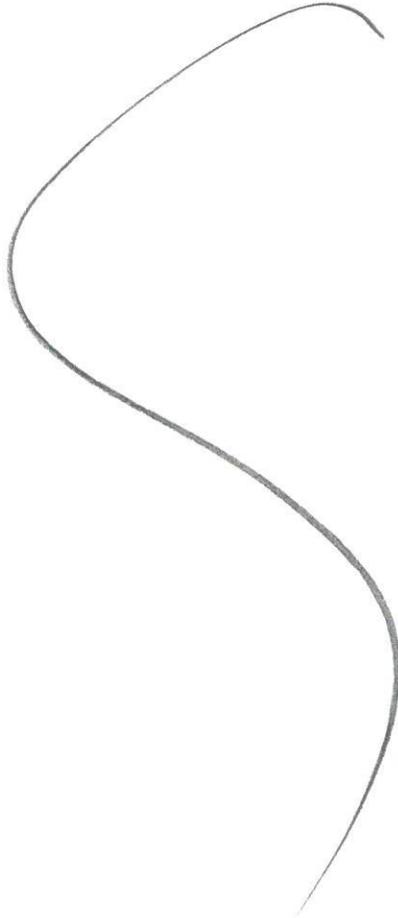
*Sara M Brunetti*, Notary Public



**EXHIBIT A**

**Legal Description**

***See attachment***



**EXHIBIT B**

**Development Plan**

***See attachment***



**EXHIBIT C**

**Developer Donation Fees  
Fremont Public Library District**

**Amount per Dwelling Unit**

<b>October 2006</b>	<b>\$345</b>
<b>October 2007</b>	<b>\$355</b>
<b>October 2008</b>	<b>\$365</b>
<b>October 2009</b>	<b>\$375</b>
<b>October 2010</b>	<b>\$385</b>
<b>October 2011</b>	<b>\$395</b>
<b>October 2012 &amp; on</b>	<b>\$395 + annual CPI increase</b>



# COUNTRYSIDE FIRE PROTECTION DISTRICT

600 N. Deerpath Drive • Vernon Hills • Illinois • 60061

Phone 847.367.5511 • Fax 847.367.5521

www.countrysidefire.com

Jeff Steingart, Chief

Francis L. Wolowic, President

This Agreement is entered into this 19<sup>th</sup> day of January, 2016 by and between the Countryside Fire Protection District (the "District") and Prestige Development LLC (the "Developer") regarding contribution fees payable by the Developer to the District and other terms for the proposed development of the High Pointe Estates Subdivision that is with the District boundary in the Village of Hawthorn Woods.

- 1) CFPD Ordinance #12-O-12, Section 105.9.2 requires new development contribution fees as follows for this project:
  - a) Each building on the 11 lots will have 4 bedrooms; \$564.60 / building. (\$6,201)
  - b) A fee of \$100.00 per building for the emergency outdoor warning siren system (\$1,100)
  - c) Therefore, the Developer agrees to pay the contribution fees directly to the District in full and up front within 30 days of the first building permit being issued in the amount of \$7,301.00
- 2) Developer must submit a set of on-site and off-site utility/engineering plans to the District for review of water main sizes and fire hydrant locations. Fire hydrants must be in service prior to any combustible construction.
- 3) In the interest of life safety, the District highly recommends the homes in this development be protected by residential fire sprinklers in accordance NFPA 13D. If all of the residences are not protected by a fire sprinkler system, we request the developer offer residential sprinkler systems voluntarily as an option.
- 4) Further review of the project is subject to Village of Hawthorn Woods ordinances.

Countryside Fire Protection District

A handwritten signature in black ink, appearing to read "Jeff Steingart", written over a horizontal line.

Jeff Steingart  
Fire Chief

Prestige Development LLC

A handwritten signature in black ink, appearing to read "Gregory C. Schmitt", written over a horizontal line.

Gregory C. Schmitt  
Developer

1/21/16



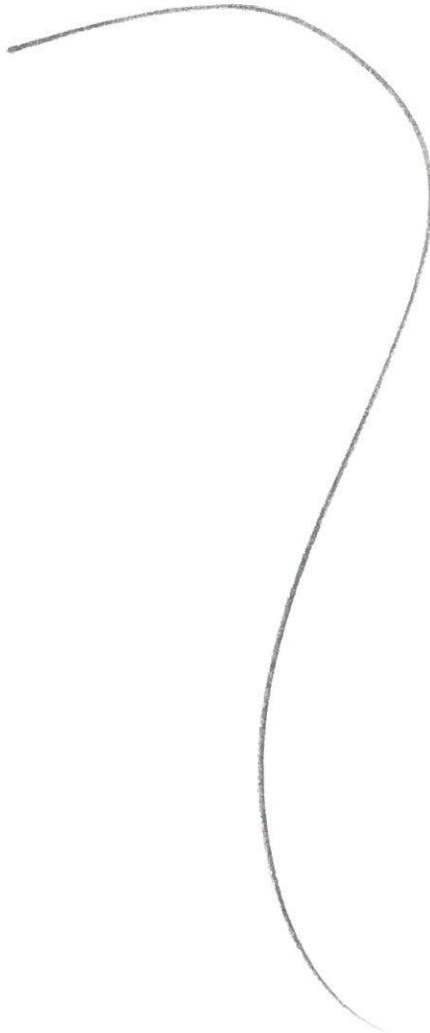
## EXHIBIT "G"

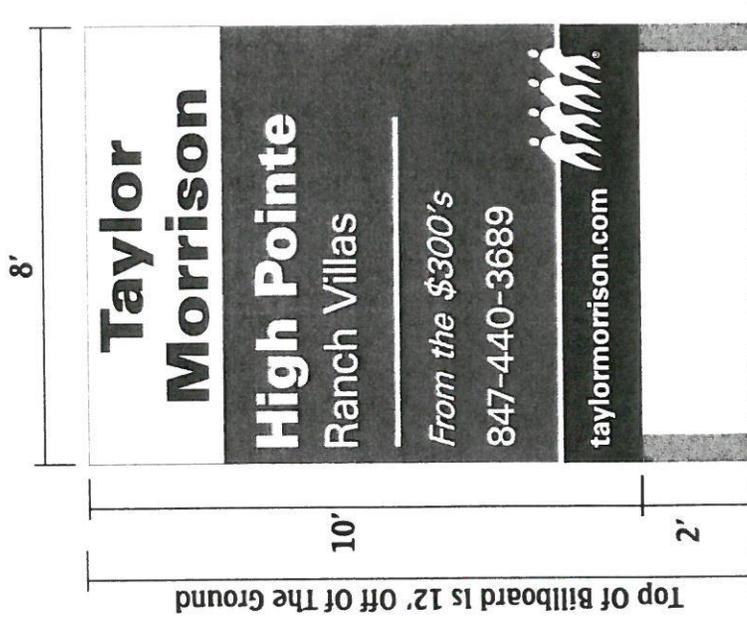
### Building Setback Lines and Encroachments

Category	Standard
Minimum Lot Width	50 feet (following division of Lot for duplexes)
Minimum Front Yard	25 feet
Minimum Rear Yard	35 feet
Minimum Side Yard	10 feet
Maximum Impervious Surface Ratio (including decks, patios, driveway, sidewalks, etc.)	25% across the entire gross site area / 40% max on each individual lot
Decks & Patios	Allowed in side yard  10 feet from side yard lot line  20 feet from rear lot line
Other Accessory Structures	5 feet from side yard lot line
Permanent Recreational Firepit	Not Permitted

**EXHIBIT "H"**

**Temporary/Marketing Signs**





10'x8' Double Sided Informational Billboard.  
 6mm Aluminum PVC Composite w/Digital Print & Lamination Mounted To (2) Wooden 6"x6"  
 Columns Painted Cool Gray 11.  
 Qty: 1

Approval Signature \_\_\_\_\_

3'



2'

2'x3' Single Sided Parking Sign.  
6mm White Aluminum PVC Composite w/Digitally Printed Face  
& Lamination. Mounted To Custom Built Aluminum Frame  
Painted PMS 424 Grey.  
Qty: 1

*Approval Signature* \_\_\_\_\_



426 W. Fifth Ave.  
Naperville, IL 60563

Phone: 630-357-2300  
Fax: 630-357-3977

Signs@SignsNowNaperville.com

36"

**Taylor Morrison**

**Sales Center**

Sun. & Wed. 12pm - 6pm

Mon. & Tues. 10am - 6pm

Thurs. - Sat. 10am - 6pm

847-440-3689



taylormorrison.com

24"

22"

2'x3' Single Sided Parking Sign.  
6mm White Aluminum PVC Composite w/Digitally Printed Face  
& Lamination. Mounted To Custom Built Aluminum Frame  
Painted PMS 424 Grey.  
Qty: 1

*Approval Signature*

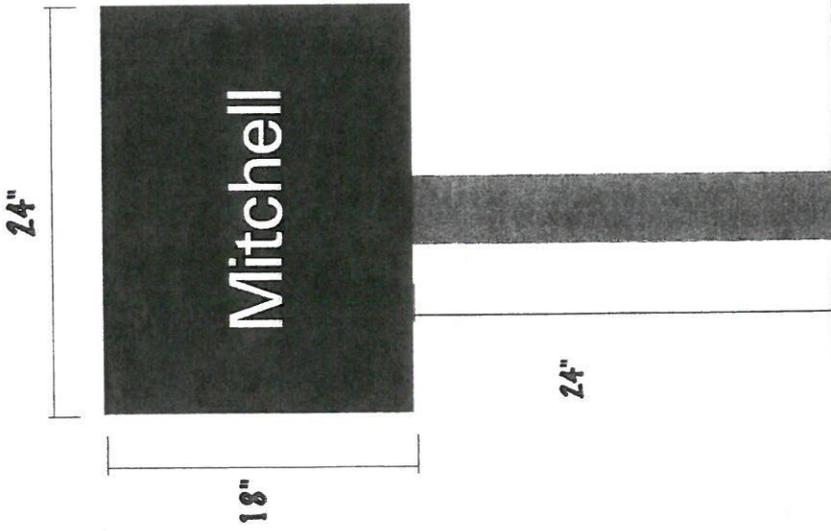
426 W. Fifth Ave.  
Naperville, IL. 60563

Phone: 630-357-2300

Fax: 630-357-3977

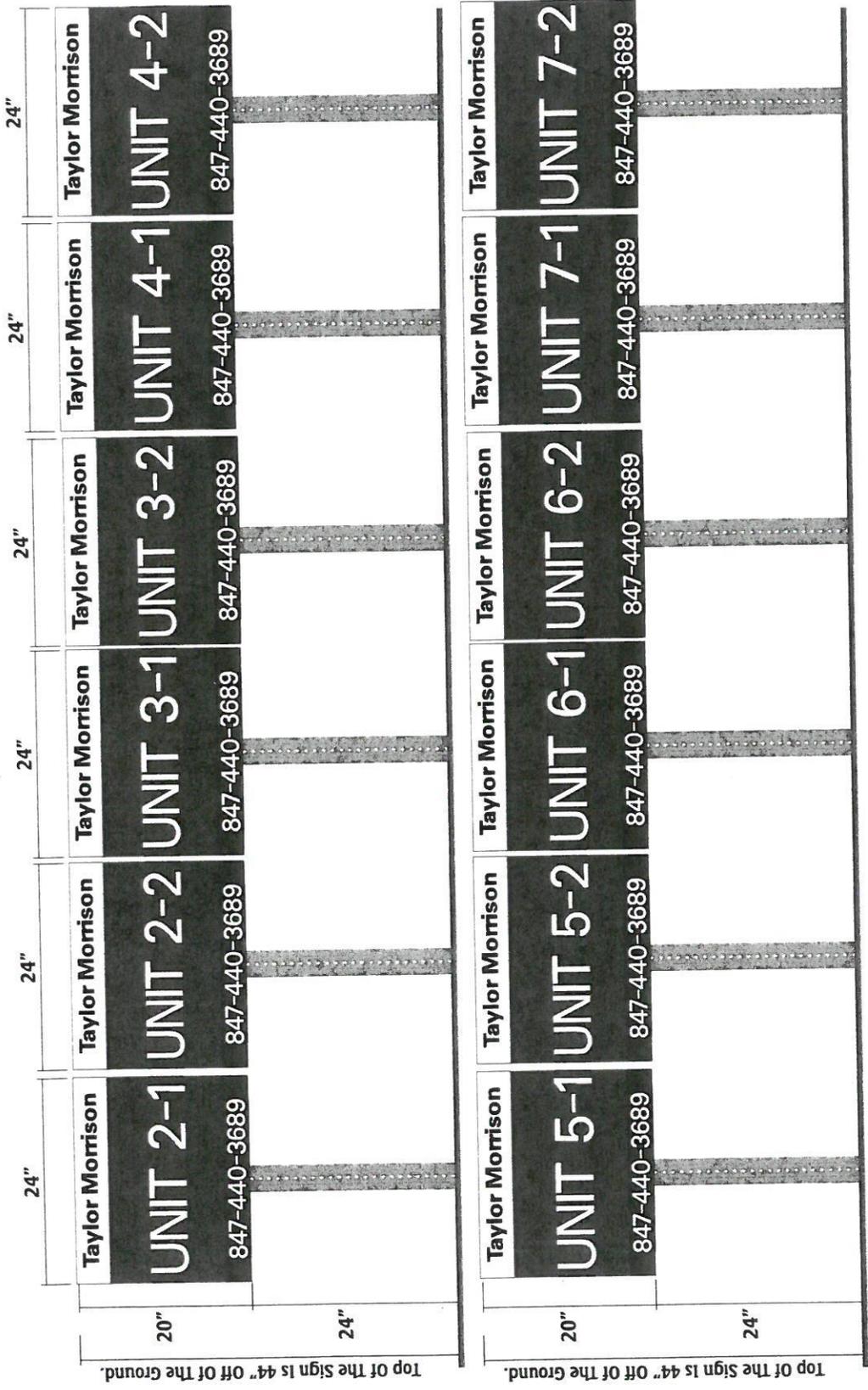
Signs@SignsNowNaperville.com





18"x24" Single Sided Model Sign.  
6mm White Aluminum PVC Composite w/Digitally Printed Face & Lamination.  
Mounted To 1 Wooden 4"x4" Post Painted PMS 424 Grey.  
Qty: 1

Approval Signature \_\_\_\_\_



20"x24" Single Sided Homesite Sign.  
 6mm Aluminum PVC Composite w/Digital Print Mounted To 1 U-channel Post Painted PMS 424 Grey.  
 Qty: 12

Approval Signature \_\_\_\_\_