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 Recorded: 11/16/2018 at 03:39:50 PM
 Receipt#: 2018-00060547
 Page 1 of 21
 Fees: \$50.00
 Lake County IL Recorder
 Mary Ellen Vanderverter Recorder
 File **7526525**

2 LAGOON DRIVE • HAWTHORN WOODS, ILLINOIS 60047 • TEL. 847-438-5500 • FAX 847-438-1459
 WWW.VHW.ORG

STATE OF ILLINOIS)
)
 COUNTY OF LAKE)

I, Donna Lobaito, certify that I am duly appointed and Village Clerk of the Village of Hawthorn Woods, Lake County, Illinois, **DO HEREBY CERTIFY THAT AS SUCH** Village Clerk I am the keeper of the records, ordinances, resolutions, minutes, entries, orders, books, papers and seal of the said Village.

I DO FURTHER CERTIFY that pursuant to 735 ILCS 5/1-109, the following is a true and correct copy of:

ORDINANCE NO. 1890-18
AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION
AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS AND TAYLOR
MORRISON OF ILLINOIS, INC.—HIGH POINTE ESTATES

and that the original of said copies for the Village of Hawthorn Woods remains on file in my office and is in full force and effect.

WITNESS my hand and the corporate seal of said Village, this 6th day of November 2018.



Donna Lobaito
 Donna Lobaito, Village Clerk

Submitted by and Mail to:
 Donna Lobaito, Village Clerk
 Village of Hawthorn Woods
 2 Lagoon Drive
 Hawthorn Woods, IL 60047

(21)R



ORDINANCE NO. 1890-18

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS AND TAYLOR MORRISON OF ILLINOIS, INC.—HIGH POINTE ESTATES

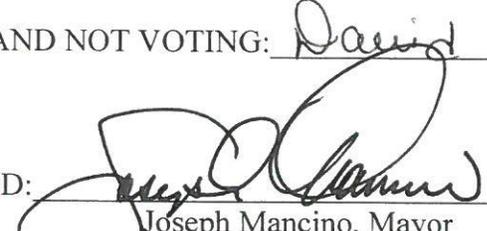
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed, to execute an Indemnification Agreement with Taylor Morrison of Illinois, Inc., in substantially the form attached hereto as "Exhibit A", and, by this reference made a part hereof.

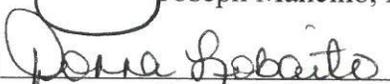
The foregoing Ordinance was adopted on October 22, 2018 by a roll call vote as follows:

AYES: Kaiser, Kasik, Riess, Covigan, Dimaggio

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: October 22, 2018

APPROVED: October 22, 2018

**INDEMNIFICATION
AGREEMENT**

**THIS INSTRUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Patrick Brankin
Schain, Banks, Kenny & Schwartz,
Ltd.
70 West Madison
Suite 5300
Chicago, Illinois 60602

(This Space Reserved for Recorder's Use)

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Indemnification Agreement") is made and entered into this 2nd day of October, 2018, by and between TAYLOR MORRISON OF ILLINOIS, INC. an Illinois corporation ("Developer") and the VILLAGE OF HAWTHORN WOODS, ILLINOIS, an Illinois municipal corporation ("Village")

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Hawthorn Woods, Illinois, commonly known as known as High Pointe Estates (the "Property"), legally described on Exhibit "A" attached hereto and made a part hereof, consisting of a total of eleven (11) lots and one (1) outlet;

WHEREAS, at the Village Board meeting on August 20, 2018, the Village inquired about the ownership of a storm sewer pipe (the "Storm Sewer") that commences in Illinois Route 176 along the southerly boundary of the Property, partially traverses both the Property and the adjacent property to the east (the "Adjacent Property"), and ultimately terminates with a flared end section on the Adjacent Property;

WHEREAS, the location of the aforesaid Storm Sewer is depicted on the survey set forth in Exhibit "B" attached hereto and made a part hereof;

WHEREAS, the Storm Sewer was installed to replace a failed 12 inch field tile at State Route 176 pursuant to a Temporary Easement recorded November 1, 1999 as Document No. 4443942, a copy of which is attached hereto as Exhibit "C," and a Temporary Easement recorded November 1, 1999 as Document No. 4458342, a copy of which is attached hereto as Exhibit "D";

WHEREAS, the Final Plat (“Final Plat”) for High Pointe Estates was approved by the Village and signed by the Village and the Illinois Department of Transportation (“IDOT”), among others, and was recorded with the Lake County Recorder on September 12, 2007 as Document No. 6240354;

WHEREAS, subsequent to the approval and recording of the Final Plat, the portion of the Storm Sewer located on the Property was relocated to lie within a 40-foot utility and drainage easement along the easterly boundary of the Property before terminating in a wetland area on the Adjacent Property;

WHEREAS, the Storm Sewer functions for the purpose of draining stormwater from Illinois State Route 176, and the Storm Sewer does not provide drainage for the benefit of the Property or any other property within the Village;

WHEREAS, the Village is concerned about potential liabilities, claims, lawsuits, judgments, costs, fees, expenses or any other liability that may arise or accrue against or be incurred by the Village (collectively “Claims”) arising from the installation, operation, repair, maintenance and replacement of the Storm Sewer and has requested that Developer indemnify the Village against such Claims;

WHEREAS, it is in Developer’s best interest that the Village’s concerns about Claims be satisfied and allayed and the development and subsequent sale of the Property proceeds to completion.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer, its affiliates, related parties, subsidiaries, heirs, successors and assigns, including, but not limited to the governing body of the homeowners’ association of High Pointe Estates and all subsequent individual homeowners within the Property (collectively “Indemnitors”) hereby agree to and do hereby indemnify, defend and hold harmless the Village, its managers, officers, directors, agents, employees, heirs, executors, administrators, lenders, successors and assigns (collectively “Indemnified Parties”) from and against any and all Claims, including reasonable attorneys’ fees and court costs, which arise, accrue or are incurred by the Indemnified Parties or may arise or accrue or may be incurred by the Indemnified Parties due to, caused by, related to, arising out of, or concerning or regarding, either directly or indirectly, any issue, claim, matter, incident, lawsuit, cause of action, debt, fee, cost, liability, indebtedness, dispute, judgment or expense, regarding, concerning or in any way related to, either directly or indirectly, the Storm Sewer, and the costs, fees and expenses regarding or concerning the repair, maintenance and replacement of the Storm Sewer.

Indemnitors further agree, upon notice and request from Indemnified Parties, to contest any such demand, issue, claim, matter, incident, lawsuit, cause of action, debt, fee, cost, liability, indebtedness or expense against or with respect to which Indemnitors have hereinabove agreed to indemnify and hold the Indemnified Parties harmless, and to defend, with counsel reasonably acceptable to Indemnified Parties, any action that may be brought in connection with any such

demand, issue, claim, matter, incident, lawsuit, cause of action, debt, fee, cost, liability, indebtedness or expense against or with respect to which Indemnitors have hereinabove agreed to indemnify and hold the Indemnified Parties harmless and to bear all costs and expenses of such contest and defense, including, but not limited to the payment of any judgment, with any accrued interest, entered in any such case. The indemnification as contained in this Indemnification Agreement shall in no way limit any remedies, rights, claims or causes of action in which the Village may have under applicable law, at law or in equity. Notwithstanding the foregoing, nothing in this Indemnification Agreement shall prohibit Indemnitors from pursuing the satisfaction or resolution of any Claims, and/or contribution toward such Claims, from any third party, including but not limited to IDOT, Lake DOT, Lake County and Fremont Township. Notwithstanding anything contained herein to the contrary, nothing contained in this Indemnification Agreement shall be deemed or construed as a waiver of any immunities in favor of or retained by the Village, under applicable governmental laws, rules, statutes, regulations, and ordinances.

Indemnitors understand and agree that execution of this Indemnification Agreement is not to be construed as any admission by any party of any liability whatsoever. The undersigned declare that this Indemnification Agreement has been carefully read by each of them, that the contents thereof are fully known and understood by each of them, each of them has had the opportunity of consulting separate counsel with respect to the rights and obligations set forth herein and that the same is signed as their free and voluntary act.

Indemnitors warrant and represent to the Indemnified Parties that execution and delivery of this Indemnification Agreement by the undersigned officers and the performance of this Indemnification Agreement by Indemnitors has been duly authorized by Developer on behalf of itself and Indemnitors, and this Indemnification Agreement is binding on Developer and Indemnitors and enforceable against Developer and Indemnitors in accordance with its terms and no consent of any creditor, investor, judicial or administrative body, governmental authority or other party to such execution, delivery and performance is required. Developer further warrants and represents to the Indemnified Parties that neither the execution of this Indemnification Agreement nor the consummation of the indemnifications contemplated hereby will: (i) result in a breach of, default under, or acceleration of, any agreement to which Developer and/or Indemnitors are a party, or by which Developer and/or Indemnitors are bound; or (ii) violate any restriction, court order or agreement to which any or all of Developer and/or the Indemnitors are subject. This Indemnification Agreement shall be construed under and in accordance with the laws of the State of Illinois.

If any legal action or other proceeding is brought for the enforcement of this Indemnification Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Indemnification Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

In the event any paragraph, subparagraph, phrase or portion of this Indemnification Agreement shall be or be deemed to be by any court having lawful jurisdiction of the subject matter of this Indemnification Agreement, void, voidable, or invalid for any reason, this Indemnification

Agreement shall be otherwise valid and enforceable as if said void, voidable or invalid paragraph, subparagraph, phrase or portion of this Indemnification Agreement had not been a part hereof in the first instance.

This Indemnification Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Developer and the Village agree that this Indemnification Agreement shall be recorded by the Village against the Property in the Office of the Lake County Recorder of Deeds within ten (10) days after the Effective Date of this Indemnification Agreement and, thereafter, the Village shall deliver a recorded copy of this Indemnification Agreement to Developer. The parties acknowledge and agree that this Indemnification Agreement shall run with the land and be binding upon and inure to the benefit of the Developer, the Village and their respective successors and assigns, including, but not limited to the governing body homeowners association of the High Pointe Estates development and all subsequent individual homeowners in High Pointe Estates and their respective successors and assigns.

Any notice, demand or request which may be permitted, required or desired to be given in connection with this Indemnification Agreement shall be given in writing and directed to the parties as follows:

If to Developer: Taylor Morrison of Illinois, Inc.
1834 Walden Office Square, Suite 300
Schaumburg, Illinois 60173
Attention: Scott Barenbrugge
Fax: 847/925-1403
Email: sbarenbrugge@taylormorrison.com

With a copy to: Meltzer, Purtill & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attention: Julie M. Workman
Fax: 312/987-9854
Email: jworkman@mpslaw.com

If to the Village: Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047
Attention Mayor
Fax: (847) 438-1459
Email: PNewton@vhw.org

With a copy to: Schain, Banks, Kenny & Schwartz, Ltd.
70 West Madison
Suite #5300
Chicago, Illinois 60602
Attention: Mr. Patrick Brankin

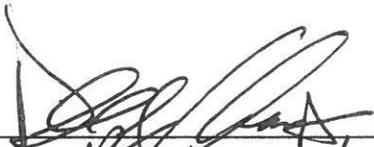
Fax: (312) 345-5100
Email: pbrankin@schainbanks.com

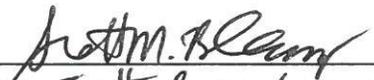
Notices shall be deemed properly delivered and received when and if either: (i) personally delivered; (ii) delivered by nationally-recognized overnight courier; (iii) when deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid (iv) via facsimile transmission with a copy of the notice and confirmation mailed by regular U.S. mail; or (v) by email with a copy of the notice and confirmation mailed by regular U.S. mail.

(SIGNATURES AND NOTARY APPEAR ON FOLLOWING PAGES)

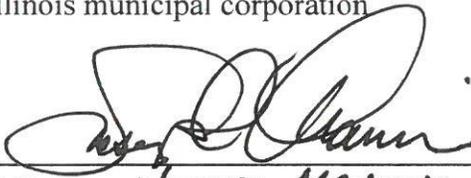
IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement as of the day and date first above written.

TAYLOR MORRISON OF ILLINOIS, INC.,
an Illinois corporation

By: 
Name: Richard J. Champagne
Its: PRESIDENT

By: 
Name: Scott Barenbrugge
Its: Vice President

VILLAGE OF HAWTHORN WOODS, ILLINOIS,
an Illinois municipal corporation

By: 
Name: JOSEPH MANCINO
Its: MAYOR

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, DENISE V. CAPUTO a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD CHAMPINE, as PRESIDENT of TAYLOR MORRISON OF ILLINOIS, INC., personally known to me to be the same person whose name is subscribed to the foregoing INDEMNIFICATION AGREEMENT, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 11 day of October, 2018.



Denise V. Caputo
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Donna Lobaito a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Mancino, as Mayor of VILLAGE OF HAWTHORN WOODS, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing INDEMNIFICATION AGREEMENT, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 29th day of October, 2018.

OFFICIAL SEAL
DONNA L LOBAITO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/12/2022

Donna Lobaito
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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.

COMMONLY KNOWN AS: PARCELS 1 THROUGH 11 AND OUTLOT A COSTEKIN COURT, HAWTHORN WOODS, IL

PINS: 10-21-402-001

10-21-402-002

10-21-402-003

10-21-402-004

10-21-402-005

10-21-402-006

10-21-402-007

10-21-402-008

10-21-402-009

10-21-402-010

10-21-402-011

10-21-402-012

EXHIBIT "B"

SURVEY OF PROPERTY

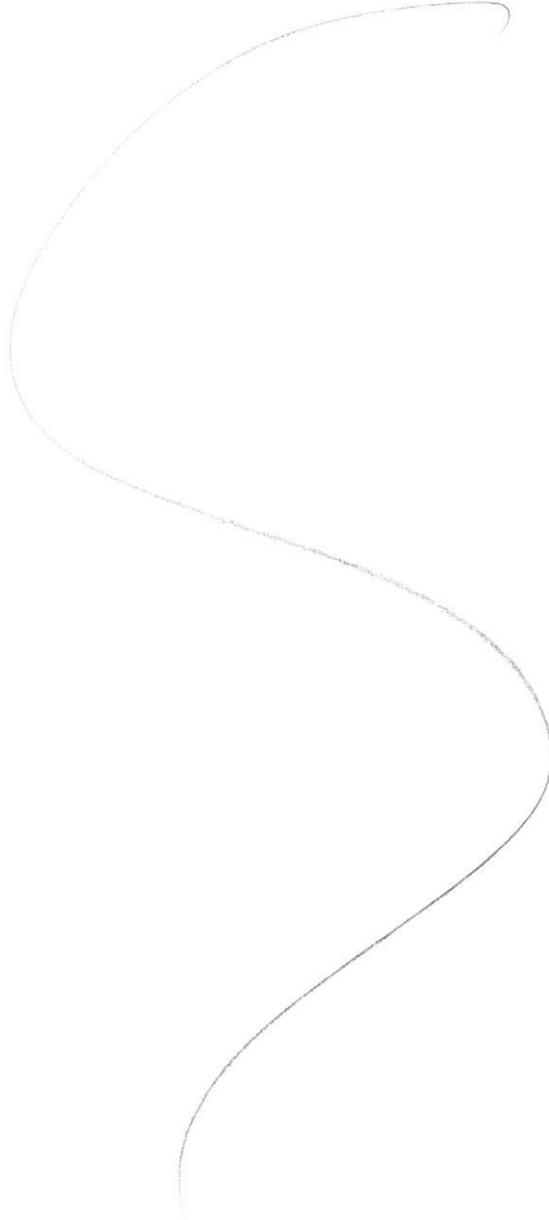


EXHIBIT "C"

TEMPORARY EASEMENT ON THE PROPERTY

See attached.



20

TEMPORARY EASEMENT

4443942

Section 94-00999-02-CH
 Station _____
 Parcel 014 TE
 Owner Gerald A. Jensen
 Address 22252 West Highway 176
Mundelein, Illinois 60060

Filed for Record in:
 LAKE COUNTY, IL
 MARY ELLEN VANDERVENTER - RECORDER
 On Nov 01 1999
 At 1:57pm
 Receipt #: 199357
 Doc/Type: NC
 Deputy - Cashier #1

The undersigned (hereinafter GRANTOR) for _____
 _____ One Dollar

and other valuable consideration received does hereby GRANT and CONVEY to the Lake County Division of Transportation (hereinafter GRANTEE), their successors and assigns, a TEMPORARY EASEMENT described as follows:

SEE ATTACHED LEGAL DESCRIPTION MADE A PART HEREOF:

Township of Fremont, Lake County, Illinois.
 For the purposes of:

Installation of a 24 inch storm sewer to replace a failed 12 inch field tile at State Route 176.

With the following further rights; to remove obstructions, trees, bushes and other vegetation from the easement; and the right of ingress and egress to, from along lands adjoining said easement during construction.

GRANTEE agrees that all construction work will be completed as specified in the approved plans.

GRANTEE agrees that all work will be done in a good and workmanlike manner, and at the sole expense of the GRANTEE.

GRANTEE agrees to leave the premises in a neat and presentable condition.

3

RETURNS:
 RIGHT-OF-WAY DEPARTMENT
 Lake County Division of Transportation
 600 W. Winchester Road
 Libertyville, IL 60048

Index No./Nos. 10-21-400-010

Route : F.A.P. 335 (IL 176)
Section : 94-00999-02-CH
County : Lake
Job No. : R-91-055-95
Parcel : 014 T.E.
Sta. 3+264.929 to Sta. 3+277.342
Owner : Gerald A. Jensen

PARCEL DESCRIPTION

That part of the west 396.46 feet of the south 80 rods of the east 100 rods of the North Half of the Southeast Quarter of Section 21, Township 44 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, described as follows:

Commencing at the southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 21; thence North 89 degrees 51 minutes 49 seconds East, 5.519 meters [18.11 feet] (bearings assumed for description purposes only) along the south line of the North Half of said Southeast Quarter for the Point of Beginning; thence North 10 degrees 22 minutes 04 seconds East, 52.624 meters [172.65 feet]; thence North 20 degrees 03 minutes 26 seconds West, 76.113 meters [249.71 feet]; thence North 26 degrees 27 minutes 53 seconds East, 64.561 meters [211.81 feet] to the east line of the west 396.46 feet of the east 100 rods of said Southeast Quarter; thence South 0 degrees 05 minutes 57 seconds East, 33.542 meters [110.05 feet] along said east line; thence South 26 degrees 27 minutes 53 seconds West, 28.112 meters [92.23 feet]; thence South 20 degrees 03 minutes 26 seconds East, 36.831 meters [120.84 feet] to the aforesaid east line of the west 396.46 feet; thence South 0 degrees 05 minutes 57 seconds East, 87.722 meters [287.80 feet] to the south line of the North Half of said Southeast Quarter; thence South 89 degrees 51 minutes 49 seconds West, 12.452 meters [40.85 feet] along said south line to the Point of Beginning; except that part thereof lying in the Illinois Route 176 right-of-way, as established by Document No. 337655.

Said parcel contains 0.1970 hectare [0.487 acre], more or less.

3
4443942

EXHIBIT "D"

TEMPORARY EASEMENT ON ADJACENT PROPERTY

See attached.



TEMPORARY EASEMENT

4458342

Section 94-00999-02-CH
 Station _____
 Parcel 015 TE A & B
 Owner Steven H. Fullington &
Robert A. Fullington
 Address 22186 West Highway 176
Mundelein, Illinois 60060

Filed for Record in:
 LAKE COUNTY, IL
 MARY ELLEN VANDERVENTER - RECORDER
 On Nov 30 1999
 At 11:17am
 Receipt #: 203898
 Doc/Type : NC
 Deputy - Cashier #1

The undersigned (hereinafter GRANTOR) for _____
 One Dollar

and other valuable consideration received does hereby GRANT and CONVEY to the Lake County Division of Transportation (hereinafter GRANTEE), their successors and assigns, a TEMPORARY EASEMENT described as follows:

SEE ATTACHED LEGAL DESCRIPTION MADE A PART HEREOF:

Township of Fremont, Lake County, Illinois.
 For the purposes of:

Installation of a 24 inch storm sewer to replace a failed 12 inch field tile at State Route 176.

With the following further rights; to remove obstructions, trees, bushes and other vegetation from the easement; and the right of ingress and egress to, from along lands adjoining said easement during construction.

4

GRANTEE agrees that all construction work will be completed as specified in the approved plans.

GRANTEE agrees that all work will be done in a good and workmanlike manner, and at the sole expense of the GRANTEE.

GRANTEE agrees to leave the premises in a neat and presentable condition.

Return to:
 RIGHT-OF-WAY DEPARTMENT
 Lake County Division of Transportation
 600 W. Winchester Road
 Libertyville, IL 60089

Index No./Nos. 10-21-400-012

Route : F.A.P. 335 (IL 176)
Section : 94-00999-02-CH
County : Lake
Job No. : R-91-055-95
Parcel : 015 T.E.-A
Sta. 3+277.342 to Sta. 3+300.797
Owner : Steven H. Fullington and
Roberta A. Fullington

PARCEL DESCRIPTION

That part of the east 165.15 feet of the west 561.61 feet of the south 80 rods of the east 100 rods of the North Half of the Southeast Quarter of Section 21, Township 44 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, described as follows:

Commencing at the southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 21; thence North 89 degrees 51 minutes 49 seconds East, 17.971 meters [58.96 feet] (bearings assumed for description purposes only) along the south line of the North Half of said Southeast Quarter to the west line of the east 165.15 feet of the west 561.61 feet of the east 100 rods of said Southeast Quarter for the Point of Beginning; thence North 0 degrees 05 minutes 57 seconds West, 87.722 meters [287.80 feet] along said west line; thence South 20 degrees 03 minutes 26 seconds East, 56.660 meters [185.89 feet]; thence South 10 degrees 22 minutes 04 seconds West, 35.040 meters [114.96 feet] to the south line of the North Half of said Southeast Quarter; thence South 89 degrees 51 minutes 49 seconds West, 12.974 meters [42.57 feet] along said south line to the Point of Beginning; except that part thereof lying in the Illinois Route 176 right-of-way as established by Document No. 337655.

Said parcel contains 0.1009 hectare [0.249 acre], more or less.

h 4458342

Index No./Nos. 10-21-400-012

Route : F.A.P. 335 (IL 176)
Section : 94-00999-02-CH
County : Lake
Job No. : R-91-055-95
Parcel : 015 T.E.-B
Sta. 3+300.408 to Sta. 3+315.206
Owner : Steven H. Fullington and
Roberta A. Fullington

PARCEL DESCRIPTION

That part of the east 165.15 feet of the west 561.61 feet of the south 80 rods of the east 100 rods of the North Half of the Southeast Quarter of Section 21, Township 44 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, described as follows:

Commencing at the southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 21; thence North 89 degrees 51 minutes 49 seconds East, 17.971 meters [58.96 feet] (bearings assumed for description purposes only) along the south line of the North Half of said Southeast Quarter to the west line of the east 165.15 feet of the west 561.61 feet of the east 100 rods of said Southeast Quarter; thence North 0 degrees 05 minutes 57 seconds West, 147.486 meters [483.88 feet] along said west line for the Point of Beginning; thence continuing North 0 degrees 05 minutes 57 seconds West, 33.542 meters [110.05 feet] along said west line; thence North 26 degrees 27 minutes 53 seconds East, 7.609 meters [24.96 feet]; thence South 63 degrees 32 minutes 07 seconds East, 15.000 meters [49.21 feet]; thence South 26 degrees 27 minutes 53 seconds West, 37.611 meters [123.40 feet] to the Point of Beginning

Said parcel contains 0.0339 hectare [0.084 acre], more or less.

4

4458342