

ORDINANCE NO. 1913-19

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE VILLAS AT THE COMMONS SUBDIVISION IMPROVEMENT AGREEMENT – K. HOVNANIAN T & C HOMES AT ILLINOIS LLC

WHEREAS, on or about February 26, 2018, K. Hovnanian T & C Homes at Illinois LLC (“DEVELOPER”), as applicants and/or owners of the property, filed an application for a special use permit for a planned unit development, subdivision plan and plat approval, and relief from the Zoning Ordinance, Subdivision Control Ordinance and Building Regulations Ordinance regarding the property legally described on **Exhibit "A"** attached hereto and incorporated herein (the "SUBJECT REALTY"); and,

WHEREAS, all hearings required to be held before agencies of the Village took place pursuant to proper notice as required by law, and the Planning, Building and Zoning Commission has forwarded their recommendations, including a certification of substantial conformance with the approved preliminary plan and plat, to the Mayor and Board of Trustees, a copy of said recommendations and certification of substantial conformance with the approved preliminary plan and plat being attached hereto as **Exhibit "B"** and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, that the Mayor and Village Clerk be, and the same are, are hereby authorized to execute a certain The Villas at the Commons Subdivision Improvement Agreement with DEVELOPER, in substantially the same form attached hereto as **Exhibit "C"**, and by the reference, made a part hereof, as follows:

SECTION ONE: The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as if fully set out in this Section One, subject to:

1. Final review and approval of the Village Attorney.

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resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, superseded by this ordinance.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 effective and binding on the Subject Realty upon the closing of the acquisition of the Subject Realty by K. Hovnanian or its nominee which shall be an affiliate or related entity, and K. Hovnanian shall provide notice of said acquisition. In the event that the Village does not receive such notice within 90 days of the approval date of this ordinance, this ordinance and all related approvals will be null and void.

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

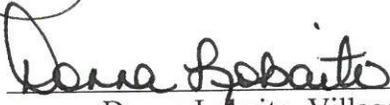
AYES: Kosik, Riess, Corrigan, DiMaggio, David

NAYS: 0

ABSTENTIONS: 0

ABSENT: Kaiser

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: February 25, 2019

APPROVED: February 26, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

**THE VILLAS AT THE COMMONS
HAWTHORN WOODS, ILLINOIS
METES AND BOUNDS LEGAL DESCRIPTION**

PARCEL 1: THE SOUTH 803.18 FEET OF THE WEST 768.82 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 190.0 FEET OF THE WEST 229.3 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 768.62 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 803.18 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 711.89 FEET TO THE CENTERLINE OF MIDLOTHIAN ROAD (FORMERLY ILLINOIS ROUTE 63); THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, A DISTANCE OF 906.85 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 283.11 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AREA

22.346 AC

(more or less)

PINs: 14-09-200-034 and 14-09-200-030

EXHIBIT "B"

SUBSTANTIAL CONFORMITY CERTIFICATION



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 - (847) 438-5500

**THE VILLAS AT THE COMMONS SUBDIVISION – PLANNED UNIT
DEVELOPMENT PLAN AND PLAT & OTHER RELATED PLANS – SUBSTANTIAL
CONFORMITY CERTIFICATION**

**Public Meeting Date:
February 12, 2019**

The Planning, Building and Zoning Commission of the Village of Hawthorn Woods conducted Public Hearings regarding the preliminary development plans and plat for The Villas at the Commons Subdivision on or about May 8, 2018, during which said matter was duly considered, all as required by the statutes of the State of Illinois and the ordinances of the Village.

On May 29, 2018, the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, approved the preliminary development plans and plat for The Villas at the Commons Subdivision, as codified in Ordinance Number 1852-18.

On February 12, 2019, the Planning, Building and Zoning Commission of the Village of Hawthorn Woods conducted a Public Meeting regarding the final development plans for The Villas at the Commons Subdivision and found the Final Plan and Plat and other related final plans in substantial conformity with the preliminary development plans and plat, subject to the following conditions:

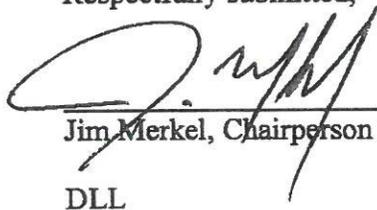
1. Planned Unit Development recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Final Engineering Plans by the Village Engineer.
 - C. Approval of the Final Landscape Plans by the Village Board.

2. Final Plat of Subdivision recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Final Engineering Plans by the Village Engineer.
 - C. Approval of any off-site roadway improvement plans and access permits by the Illinois Department of Transportation.
 - D. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated December 21, 2018, and as subsequently revised.
 - E. Plan review comments provided by Erika Frable, PE, Village Engineer, dated December 26, 2018, and as subsequently revised.
 - F. Plan review comments provided by Jennifer Paulus, Hawthorn Woods' Chief of Police, dated December 13, 2018, and as subsequently revised.
 - G. Plan review comments provided by Brian Sullivan, Hawthorn Woods' Director of Parks and Recreation, dated December 27, 2018, and as subsequently revised.
 - H. Plan review comments provided by Donna Lobaito, Hawthorn Woods' Chief Administrative Officer, dated January 4, 2019, and as subsequently revised.

- I. Plan review comments provided by Rolf C. Campbell & Associates, dated December 20, 2018, and as subsequently revised.
 - J. Plan review comments provided by Lake Zurich Fire and Rescue Department, dated December 27, 2018, and as subsequently revised.
 - K. Plan review comments provided by Aqua Illinois, dated January 14, 2019, and as subsequently revised.
 - L. Approval of public water from Aqua Illinois.
 - M. Review and approval of response-to-comments provided by the Applicant, copies of which are attached as **Attachment "A"**.
 - N. Approval of the departures attached hereto as **Attachment "B"**.
3. Final Engineering Plans recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated December 21, 2018, and as subsequently revised.
 - C. Plan review comments provided by Erika Frable, PE, Village Engineer, dated December 26, 2018, and as subsequently revised.
 - D. Plan review comments provided by Lake Zurich Fire and Rescue Department, dated December 27, 2018, and as subsequently revised.
 - E. Will-serve letter for water provided by Aqua Illinois.
 - F. Approval of the Final Engineering Plans by the Village Engineer.
 - G. Approval of the Public Service Uses by all federal, state, and local regulatory agencies.
 - H. Approval of public water from Aqua Illinois.
 4. Final Landscape Plans recommended for approval subject to:
 - A. Approval of the Final Engineering Plans by the Village Engineer.
 - B. Approval of the Final Landscape Plans by the Village Board.
 - C. Plan review comments provided by Erika Frable, PE, Village Engineer, dated December 26, 2018, and as subsequently revised.
 - D. Plan review comments provided by Donna Lobaito, Village's Chief Administrative Officer, dated January 4, 2019, and as subsequently revised.
 - E. Plan review comments provided by Rolf C. Campbell & Associates, dated December 20, 2018, and as subsequently revised.
 5. Final Concept Plan recommended for approval.
 6. Wetland Delineation Report prepared by Hey and Associates, Inc., October 25, 2018, and as subsequently revised.
 7. Key Lot Exhibit prepared by BSB Design, dated February 20, 2018, bearing the latest revision date of November 21, 2018, and as subsequently revised. K. Hovnanian has agreed Lot 9 will be a side and rear elevation key lot.
 8. Temporary Sign Exhibit prepared by K. Hovnanian Homes, consisting of four (4) sheets, date stamped January 15, 2019, and as subsequently revised.
 9. Address and Mailbox Exhibit, by Pearson Brown & Associates, Inc., consisting of one (1) sheet, dated July 20, 2018, and bearing the latest revision date of October 1, 2018, and as subsequently revised.

10. Construction Office & Equipment Staging Plan, prepared by Pearson Brown & Associates, Inc., consisting of one (1) sheet, dated July 20, 2018, and as subsequently revised.
11. Sales Office Plan prepared by Pearson Brown & Associates, Inc., consisting of one (1) sheet, dated July 20, 2018, and as subsequently revised.
12. Traffic Enforcement Agreement Map prepared by Pearson Brown & Associates, Inc., consisting of one (1) sheet, dated July 20, 2018, and bearing the latest revision date of November 26, 2018, and as subsequently revised.
13. Anti-Monotony Standards bearing no date, and as subsequently revised.
14. Playground and open space/park accessory equipment prepared by Playcraft Systems consisting of seven (7) sheets, dated July 20, 2018 and as subsequently revised.
15. Aerating Fountain plan, date stamped November 28, 2018, and as subsequently revised.
16. Proposed Plans & Elevations prepared by K. Hovnanian Companies, dated October 3, 2018, and consisting of 42 sheets, and as subsequently revised.
17. Side Entry Door Exhibit prepared by BSB Design, dated February 20, 2018, and bearing the latest revision date of November 21, 2018, and as subsequently revised.
18. Departures from the Village Code recommended for approval, attached as **Attachment B**, and being in substantial conformity with the departures approved by the Village Board.
19. Certification that the Final PUD Plan and Plat of Subdivision are in substantial conformity with the previously approved Preliminary PUD Plan and Plat.
20. Such other relief or approvals as the Village Attorney and/or the Village Board may determine reasonably necessary.

Respectfully submitted,



Jim Merkel, Chairperson

DLL



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 - (847) 438-5500

TO: Donna Lobaito, RMC; Chief Administrative Officer

FROM: Erika M. Frable, P.E.; Director of Public Works/Village Engineer

SUBJECT: The Villas at the Commons

DATE: December 26, 2018

An office review was conducted of the Final Plat, revised November 20, 2018, prepared by R.E. Allen and Associates, Ltd., the Final Engineering, dated November 26, 2018, prepared by Pearson, Brown & Associates, Inc., and the Final Landscape Plan, revised November 21, 2018, prepared by Krogstad Land Design Limited, for the Villas at the Commons. The review was conducted to determine compliance with Village Codes and standards and good engineering practices.

FINAL PLAT

1. The proposed right-of-way width for all roads, except Executive Drive is 60 feet. The Village Code requires a minimum of 66 foot right-of-way. Executive Drive right-of-way is only 50 feet. However, it corresponds to the existing right-of-way width for the Hawthorn Woods Business Park. It is our understanding that the developer will request a departure for the width of the right-of-way. ***Response noted.***
2. A "20' Pathway Easement" is noted on the final plat. However, there isn't provisions included for the "20' Pathway Easement". Include easement provisions that include the Village maintaining the bike path. ***Comment has not been addressed.***3. Completed: See sheet 2 of 2, Provisions provided and added to plat.
3. Remove the "5' Pathway Easement" on Sheet 1. This path will be maintained by the HOA. ***Comment has been addressed.***
4. Provide a chart that notes each outlot and the entity responsible for maintaining that outlot. ***The chart has been provided as requested. However, Outlot G is not noted on the chart. Please add Outlot G to the chart.*** Completed: See sheet 2 of 2.
5. Remove the "Blanket Utility Easement" from all outlots and the provisions noted on Sheet 2. ***Comment has been addressed.***

6. Replace the provisions for “Stormwater Management Easement” with the provisions attached. *The provisions have been added. Please modify “Stormwater Detention Easement” in the provisions or “Stormwater Management Easement” on the plat so that they read the same.* Completed: See sheet 2 of 2
7. Replace the “Storm Sewer” Provisions with the “Drainage Easement (D.E.) Provisions attached. *Comment has been addressed.*
8. Modify the “Sanitary Sewer Easements” provisions as follows:
 - a. Eliminate any reference to Lake County Public Works (three locations). The sanitary sewer will be owned, operated and maintained by the Village only. *Comment has been addressed.*
 - b. Add the reference to Outlot G to the second paragraph. *Comment has been addressed.*
9. Replace the “Public Utility and Drainage Easement” provisions with the provisions attached. Note that where possible, the Village will not allow the Public Utility easement to be shared as a Drainage Easement. Modify the plat so that it reads P.U.D.E. in areas where both are needed and only P.U. where no storm sewer is present or D.E. where P.U. are not needed. *Comment has not been addressed. Replace the “Public Utility and Drainage Easements” provisions with the attached provisions.* Completed: See sheet 1 and 2, Provisions provided and added to the plat.
10. “Buffer Averaging Area” provisions are provided on Sheet 2. However, there is no Buffer Averaging Area noted on the final plat. *Comment has been addressed.*
11. Easements are needed for the storm sewers or any other utilities that are not within the right-of-way. This includes outlots. Outlot D and E can be designated entirely as Stormwater Management Easements, with the Village having the right but not the obligation to maintain. However, there are some locations, such as the storm sewer located on Outlot A and C that must be noted with drainage easements, also giving the Village the right but not the obligation. *Comment has been addressed.*
12. Storm sewer services or sanitary sewer services within the right-of-way or Outlots must be the responsibility of the homeowner that uses it. This must be included in easement language and declarations. *Comment has been addressed.*
13. Change “Watermain” Easements to “Municipal” Easements on Sheet 2. *Comment has been addressed.*
14. Provide IDOT Certification if required. *Comment has been addressed.*

FINAL ENGINEERING

1. Nelson Lane should continue north between Lot 40 and 41 to the parcel north of this property for future connection of neighborhoods, per the Village Code. Right of way width is provided, but the street isn’t proposed to be constructed. *Response noted.*
2. The proposed right-of-way width for all roads, except Executive Drive is 60 feet. The Village Code requires a minimum of 66 foot right-of-way. Executive Drive right-of-way is only 50 feet. However, it corresponds to the existing right-of-way

- width for the Hawthorn Woods Business Park. It is our understanding that the developer will request a departure for the width of right-of-way. *Response noted.*
3. All asphalt paths must be a minimum of 8 feet in width. *Comment has not been addressed. This has been a continuing comment during preliminary engineering review that still has not been addressed. Preliminary plan approval was approved subject to all review comments provided by Erika Frable, dated April 17, 2018 being addressed. Comment 9 of this review memo indicated that all paths must be a minimum of 8 feet in width. Pursuant to a meeting with Village staff on 1/11/2019, the 5 foot wide paths on the HOA property are acceptable subject to revising the design specification for the 10 foot wide path to consist of 3" of asphalt surface over an 8" gravel base.*
 4. Sidewalk is not proposed within the interior of the right-of-way for Potter Court. *Response noted.*
 5. Sidewalk is not proposed on Executive Drive providing access to the Business Park. *Response noted.*
 6. The word "Temporary" is misspelled in a note for the east detention basin on Sheet 6. *Comment has been addressed.*
 7. Storm sewer at rear of Lots 25 to 27 isn't completely within easement. Check all locations to confirm. *Comment has been addressed.*
 8. Watermain must be a minimum of 4 feet from edge of sidewalk or street. *Comment has been addressed.*
 9. Note why the sanitary sewer from MH 8 to MH 10 is a pressure pipe. *Response noted.*
 10. Note the size of the casing pipe under Midlothian Road for sanitary sewer. *Comment has not been addressed. To be determined in the field by the underground contractor.*
 11. Storm sewer must not be located under the street unless necessary. *Comment has been addressed.*
 12. The names of some streets are cut off on Sheet 9. *Comment has been addressed.*
 13. The casing pipe detail is for Village sanitary sewer, not Aqua watermain on Sheet 14. Remove note referencing Aqua from this detail. *Comment has been addressed. However, the detail notes that the watermain in the casing pipe will be ductile iron pipe. Confirm whether that is correct. AQUA'S casing detail is correct, revised Village's casing detail to PVC.*
 14. Remove steps from Sanitary Manhole Detail depicted on Sheet 16. *Comment has been addressed. However, a sanitary drop manhole detail has been added with steps in the manhole. Remove the steps from the drop manhole. Revised as requested.*
 15. Watermain must be minimum of 4 feet from edge of road or sidewalk. It is depicted 2 feet from edge of sidewalk in 60' ROW on-site pavement detail on sheet 17. *Comment has been addressed.*
 16. A dimension should be added to for the watermain depicted on the 50' ROW – Executive Drive On-Site Pavement Detail depicted on Sheet 17. *Comment has been addressed.*

The following comments are additional from the last review memo.

17. Provide a clean out along the 400 feet of inch ADS pipe that is proposed from the west detention basin at the north property line of the development. Per the request of KHov's Landscape Architect, we removed the underdrains within the basins, due to the proposed plantings.
18. Aqua's comment letter dated November 15, 2018 requires modification to the location of the watermain that is located within the Village's ROW. The modifications need to be made to the plans, including review and approval by Village staff prior to the plans being recommended for approval to the Village Board. Understood

FINAL LANDSCAPE PLAN

1. The monument sign is proposed within a drainage easement. It must be moved to a location outside of easements and not in Village right-of-way. Monument has been moved
2. Most trees proposed along the street are located on individual lots and not within the Village's right-of-way. Noted

OPINION OF PROBABLE COST

1. Provide quantity and cost for the following: Trees, shrubs, benches, overlook, trash receptacles, monument sign and playground equipment. This will be provided with the revised plans.

The developer and their consultants have the ultimate responsibility for the correct representation of existing field conditions as well as providing a design that complies with Village ordinances and standards.

A list of revisions made other than those indicated above should be included on subsequent submittals. Indicate a brief description of the revision and the sheet number the revision occurs on. Any revision made to the plans not identified in this manner, will not be accepted.

Additionally, subsequent transmittals should also acknowledge any revision made as a result of comments from other review authorities. A copy of those comments should be included with the revised submittal.

December 21, 2018

Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

Attention: Donna Lobaito, Chief Administrative Officer

Subject: The Villas at the Commons
Fourth Review
TEF West - K. Hovnanian Homes
(CBBEL Project No. 020065H237)

Dear Donna:

Per your letter dated December 6, 2018 we have reviewed the following documents:

- Comment Response Letter prepared by K. Hovnanian Homes, dated November 27, 2018.
- Stormwater and Floodplain Management Design Report prepared by Pearson, Brown & Associates, Inc. dated August 11, 2018, revised September 24, 2018.
- Final Landscape Plan prepared by Krogstad Land Design Limited dated August 7, 2018, revised November 21, 2018.
- Final Plat of the Villas at the Commons prepared by R.E. Allen and Associates, Ltd., dated November 20, 2018.
- Final Engineering Plans for the Villas at the Commons prepared by Pearson, Brown & Associates, Inc., dated August 13, 2018, revised November 26, 2018.
- Wetland Delineation Report by Hey and Associates, Inc. dated October 25, 2018.
- Signed Lake County Watershed Development Permit Application.

The following comments are provided for your consideration.

SITE/CIVIL ENGINEERING

1. The minimum right-of-way width for minor streets is sixty-six feet. It is our understanding that the proposed width of sixty feet will be included on the Departure List. Agreed
2. The Village's Minimum Standards for Pavement Design establishes a minimum horizontal curve radius for minor streets of one hundred (100') feet. The radii for the curves on Commons Circle and Potter Court are less than this minimum and a departure is required. This is included on the departure list
3. Three proposed street lighting poles are in conflict with underground utilities. Revise the plans and photometrics to address the following locations:
 - a) Southwest corner of Potter Court and Commons Circle in conflict with proposed twelve-inch storm sewer. Consider revising its location south of sanitary manhole no. 15 to better illuminate both intersections.

Per phone conversation with CBBEL on 1/11/19, it was agreed upon to move the street light south on the same side of the street.
 - b) West end of Potter Court in conflict with proposed water main. Consider revising location just to the south of sanitary manhole no. 16.

Per phone conversation with CBBEL on 1/11/19, current street light location is okay, (we moved the watermain 2' +/-).
 - c) East side of Nelson Lane in conflict with proposed storm sewer and sanitary sewer. Consider revising location to the west side of Nelson Lane adjacent to Lot 60.

Per phone conversation with CBBEL on 1/11/19, it was agreed upon to move the street light to lots 59/60.

Per phone conversation with CBBEL on 1/11/19, CBBEL stated the current Photometrics Plan does not need to be revised due to the minor changes.
4. The street light detail on Sheet No. 17 identifies the use of Type T3, T4 and T5 optics. The photometric plan only shows one optical assembly. Revise detail accordingly. This meets Dark Sky "Friendly" and is not fully Dark Sky Compliant.

Revised as requested
5. The cover sheet lists plan sheets for the Midlothian Road improvements however these sheets were not included in the plan set submitted for review.

This should be submitted to the Village. Plan sheets included. Plan sheets to be reviewed and approved by IDOT.

FINAL PLAT OF SUBDIVISION

All comments have been addressed.

STORMWATER and FLOODPLAIN

The Villas at the Commons development project (Project) is considered a Major Development and requires a Watershed Development Permit (WDP) to be issued by the Village of Hawthorn Woods. Based on our knowledge of the Lake County Watershed Development Ordinance (WDO), we offer the following comments:

1. As previously noted, the Project will require a new NPDES ILR10 construction permit from the Illinois Environmental Protection Agency (IEPA). The review time for this permit is 30 days. The Village should be copied on the permit submittal and provided a copy of the permit when received. Agreed
2. As noted in our previous letter, the Project will require permits from the applicable roadway jurisdictions. The IDOT setback from the roadway for the detention basins will need to be met. Understood
3. The following comment pertain to the stormwater calculations:
 - a. Given the history of flooding in the vicinity, the storm sewer tributary map should include the areas within the business park that are tributary to the proposed on-site storm sewer system. Added areas to the tributary area map, please note the areas where included in the original storm sewer calculations.
 - b. While we do not agree with the infiltration included in the RVR analysis, the wetland basins will meet the RVR requirement for the site. No comment / understood
4. The following comments pertain to the final engineering plans:
 - a. The level spreader on the west pond should be located where it will not impact the adjacent property to the south.
Revised as requested
 - b. The purpose of the underdrains in the detention basins is not clear. They may reduce the hydrology required to maintain wetland plantings in the basins. This should be clarified.
Per the request of KHov's Landscape Architect, we removed the underdrains within the basins, due to the proposed plantings.

- c. On the final landscape plan, hatching is provided for different types of seeding, but there is no legend to indicate which type of seeding is associated with the various types of hatching. Seeding information – including rates, species, dates, etc.-- should be included on the Erosion Control Plan. Native vegetation for stormwater management practices and facilities should be called out specifically. A legend will be added to the Final Landscape Plan.

Per CBBEL's email dated 1/11/19, we added the information on sheet L4 of the landscape plans to the Erosion Control Plan.

WETLAND REVIEW

All comments have been addressed.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Verify the quantity of the following items:

1. 4' STORM MANHOLE, COMPLETE (note: manholes nos. 29A and 29B are not listed in the schedule on Sheet 8)
Revised as requested
2. 5' SIDEWALK (note: approximate length of sidewalk is 5,500 lineal feet).
Revised as requested

GENERAL COMMENTS UNDERSTOOD

1. IEPA construction permits are required for the water and sanitary sewer facilities.
2. IDOT permits are required for the entrance and utility connections on Midlothian Road.
3. The developer should furnish a letter from Aqua Illinois stating that Aqua has capacity and intends to provide water service to the subject property.
4. Provide review comments from Aqua Illinois and all other federal, state, county or local agencies that require their approval of the plans.

If you have any questions or comments, please feel free to contact us.

Sincerely,

Robert T. Jungwirth, PE, CFM
Senior Civil Engineer

cc: Erika Frable – Village of Hawthorn Woods (via email only)
Pam Newton – Village of Hawthorn Woods (via email only)
Lee Fell - CBBEL (via email only)
Darren Olson - CBBEL (via email only)

Memorandum

To: Jim Truesdell

From: Karl Krogstad, PLA, LEED AP, Certified Arborist
President, Krogstad Land Design Limited

Date: January 9, 2019

Subject: Villas at the Commons, Hawthorn Woods, IL

The following are the responses to the Landscape related comments found in various documents regarding the most recent review for the Villas at the Commons Landscape Design. Each document has been addressed separately (below). For the sake of brevity not all of the original comments have been repeated:

Memorandum regarding Review of Documentation for Playground at the Villas at the Commons, dated December 27, 2018, from Brian J. Sullivan, Director of Parks and Recreation:

- **Comment:** As there is no mention of the surface material in this documentation, the developer should provide us with this information prior to approval and installation. **Response:** the surface shall be pre-engineered safety mulch in compliance with CSPP's Handbook on Playground Safety. This shall be indicated on the next submittal
- **Comment:** On the Astro Rider, the color should be Green. **Response:** The color shall be specified as Green on the next submittal.
- **Comment:** On the playground equipment, the support columns should not be red. They should be tan/beige. **Response:** These colors shall be specified as requested on the next submittal.

All other comments in this memorandum are affirming that the proposed playground meets with approval.

Memorandum regarding Villas at the Commons, dated December 26, 2018, from Erika M. Frable, P.E., Director of Public Works/Village Engineer:

Final Landscape Plan

1. **Comment:** The monument sign is proposed within a drainage easement. It must be moved outside of easements and not in the Village right-of-way. **Response:** The monument shall be located outside of easements on the next submittal.
2. **Comment:** Most trees proposed along the street are located on individual lots and not in the right-of-way. **Response:** Noted

Opinion of Probable Cost

1. **Comment:** Provide quantity and cost for the following: Trees, shrubs, benches, overlook, trash receptacles, monument sign and playground equipment. **Response:** The quantity and cost for the items listed shall be provided as part of the next submittal.

Review Letter regarding Villas at the Commons Fourth Review, dated December 21, 2018, from Robert J. Jungwirth, CFM Senior Civil Engineer, CBBEL:

Stormwater and Floodplain

- 4.c. **Response:** Hatching for the different types of proposed seeding shall be identified in a legend on the next submittal. Seeding information, including rates, species etc., has been provided to the project civil engineer to be included on the Erosion Control Plan.

Weekly Action Plan email regarding Villas at the Commons, dated January 7, 2019, from Pamela O. Newton, MSOL, C.M., Chief Operating Officer, ICMA-Credentialed Manager:

1. **Response:** The Playground detail shall be added to the landscape plan on the next submittal.
2. **Response:** Two overstory shade trees shall be added in the gathering area along the Midlothian Road trail.
3. **Response:** There are currently 2 benches proposed at the playground. An overstory shade tree shall be added behind the benches.
4. **Response:** Border timbers for the playground shall be a non-wood material. The playground colors shall be tan and green. These items shall be specified on the next submittal.

In addition, a comment was made that the monument sign should include the words “of Hawthorn Woods” so that the sign text should read “The Villas at the Common of Hawthorn Woods”.

Review Letter regarding Villas at the Commons –K. Hovnanian Homes- Final Landscape Plan - 2nd Review, dated December 20, 2018, from Rolf C. Campbell & Associates.

All previous comments have been addressed, and there are no outstanding comments



At the Heart of Community

December 27, 2018

Ms. Donna Lobaito
Chief Administrative Officer
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047

**RE: PR18-247 -THE VILLAS AT THE COMMONS
REVISED FINAL PLANS**

Dear Donna:

Thank you for the submittal. After reviewing the drawings, I have the following comments:

1. We have stated in previous reviews that the entrance and exit lanes onto Common Circle appear to be too narrow. If we hit a curb upon entry, this will damage our vehicles and possibly your trucks. This was to be answered by Michael prior to his leaving. Can you please have the developer look at these entry and exit routes?

Attached AUTO-TURNS dated December 7, 2019.

If you have any questions, please contact our office.

j|).ce rely,

Robert Kleinheinz
Fire Prevention Specialist
Lake Zurich Fire Department



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 - (847) 438-5500 FAX 847-438-1459

**TO: Jim Truesdell, Land Acquisition Advisor
K. Hovnanian Homes**

**FROM: Donna Lobaito
Chief Administrative Officer**

SUBJECT: The Villas at the Commons (TEF West) – Final Plans – 2nd Review

DATE: January 4, 2019

An office review was conducted of the revised Final Plans received on November 28, 2018. The review was conducted to determine compliance with Village Codes, Preliminary PUD ordinance, and standards and good planning practices.

GENERAL COMMENTS

1. Please provide a monotony plan. See attached monotony plan utilized at Pulte's Hawthorn Hills subdivision. Pulte's monotony plan is acceptable.
2. Please clarify whether there is to be a gazebo. No. While early on there was some discussion of a gazebo as one possibility, it was not part of the approved preliminary landscape plan.
3. Condition 12.H of Ordinance 1852.-18, Preliminary Planned Unit Development approval calls for one aerator in each detention pond. Please clarify how many aerators will be present. The final engineering design only has permanent water in a portion of one basin at Midlothian Road where an aerator is provided. The second basin along Fairfield Rd. is a wetland bottom basin and does not hold permanent water, therefore no aerator is provided.

FINAL LANDSCAPE PLAN

1. Section 9-12-7.E.1 of the Village Code requires neighborhood identification signs to contain the subdivision name and identification of the Village. Please modify the monument sign to read: The Villas at the Commons of Hawthorn Woods.
Agreed

SALES OFFICE PLAN

1. Pursuant to 9-11-3.A and 9-11-3.H.2, the parking lot cannot be gravel, and must be paved in accordance with street specifications as outlined in the village

subdivision ordinance. We will pave the parking lot and provide you with a specification detail for your approval. Since this is a temporary lot, there is no need to design it to meet street specifications.

KEY LOT PLAN

1. COO Newton has asked that the following changes be made to the Key Lot Plan:
 - a. Lot 9 – should be Side and Rear Elevation Key Lots.
 - b. Lots 10 – 15 should be Rear Elevation Key Lots.
 - c. Lots 16 – 17 should be Side and Rear Elevation Lots.
 - d. Lots 18 – 22 should be Rear Elevation Key Lots.
 - e. Lots 27 – 28 should be Side and Rear Elevation Lots.

These lots abut commercial property as opposed to areas generally viewable by the public; therefore, they do not need to be key lots. In addition, the areas behind these lots are generally within a landscape buffer outlot and contain both existing and proposed additional vegetation. All comments received regarding key lots were addressed, revised and presented to the Village Board at the time of preliminary approval. We agree, however, that Lot 9 will be identified as a Side and Rear Key Lot.

ARCHITECTURE – GENERAL COMMENTS

1. Clarify the size of trim around all windows. 1" x 6" trim will be provided around all windows.
2. Add belly band to all key lot elevations. Belly Bands will be provided on all two story elevations.
3. Confirm whether windows on the garage doors will standard or an option.
Standard
4. Confirm whether windows on the front doors will be standard or an option.
Standard.
5. Confirm whether each home will have a small patio or deck on the back. Patios are optional. There are some walkout and lookout homes that will require decks pursuant to the grading plans.

ARCHITECTURE – MODEL SPECIFIC COMMENTS

1. Brooke Model (former Ranch Plan A):
 - a. Make optional additional windows on right elevation standard. We don't believe that this is necessary and should be left to the purchaser because it affects the room layout of their furniture. These windows are not generally visible due to their location on the interior side of the home. In lieu of this, we will agree to provide belly bands on all two story elevations.
 - b. Clarify whether the fireplace is an option. Option
2. Tucker Model:
 - a. Add second light fixture on side of garage doors on front elevations. A carriage light on both sides of all garage doors will be provided.
 - b. Add brick water table to right and rear elevations on key lots. A brick water table will be provided on the right elevation if it is the key lot visible side. We agree that a brick water table will be provided on a rear key lot.

- c. Form L: Add third window back into family room. Agreed
- 3. Darcy Model (former Owner's Down Plan A):
 - d. Add brick water table to right and rear elevations on key lots. A brick water table will be provided on the right elevation if it is the key lot visible side. We agree that a brick water table will be provided on a rear key lot.
 - c. Right elevation – non-key lots: Add two rear windows as standard. We don't believe that this is necessary and should be left to the purchaser because it affects the room layout of their furniture. These windows are not generally visible due to their location on the interior side of the home. In lieu of this, we will agree to provide belly bands on all two story elevations.
 - d. Form K: Brick water table added to front elevation – non-key lot. Please clarify if this will be standard. Yes. This is Standard
 - e. Form M: Front oval window now rectangle. Please keep as oval. Oval windows are not in keeping with the architectural style and are no longer a popular feature. In addition, the rectangular window as shown is fully operable and will allow ventilation into the foyer. This is generally preferred by our purchasers.
- 4. York II Model:
 - a. Rear elevation, optional covered patio at great room: Center post does not work well with windows behind. Can this post be eliminated, or replaced with an additional post spreading out on both sides of the window? This center post will be eliminated.
- 5. Henley Model:
 - a. Rear elevation, optional covered patio: Add a second post up against the home. The second post is not structurally necessary so it will not be provided at this location.

DEPARTURES

1. The departures list approved as part of the preliminary plans approval will be updated prior to PB&Z Commission meeting for this project. This review identified the following potential additional departures:
 - a. Signage – Elevation A
 - i. Request is for 120 square foot sign.
 - ii. Village Code allows for 16 square foot sign.
 - iii. **Departure needed – 104 square feet.** Agreed. When we were working with Michael he indicated that we could address this at final approval.
 - b. Monument Sign
 - i. Request is for 39.7 square feet.
 - ii. Village Code allows for 16 square feet.
 - iii. **Departure needed – 23.7 square feet.** While the monument itself is over 16 square feet, the actual sign area is not. It was my understanding that this would not be a departure.
 - c. Underdrain

- i. Clarify New Standard request – Village Code 10-3.10.C.4.g It is our understanding that the engineering department prefers not to have this underdrain.
- d. Construction Fencing
 - i. Request is to utilize 6’ chain link construction fence with green screen on the back side.
 - ii. Village Code prohibits fencing – Village Code 8-4-2.
 - iii. **Departure needed – 6’ chain link construction fence with green screen on the back side.** We had been requested to provide some screening and a detail. This is a temporary fence; however, it can be eliminated if the Village prefers not to have it.

The developer and their consultants have the ultimate responsibility for the correct representation of existing field conditions as well as providing a design that complies with Village ordinances and standards.

A list of revisions made other than those indicated above should be included on subsequent submittals. Indicate a brief description of the revision and the sheet number the revision occurs on. Any revision made to the plans not identified in this manner, will not be accepted.

Additionally, subsequent transmittals should also acknowledge any revision made as a result of comments from other review authorities. A copy of those comments should be included with the revised submittal.

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

1850 W. WINCHESTER ROAD, SUITE 205
LIBERTYVILLE, IL 60048-5355

PHONE 847 / 367-6707
FAX 847 / 367-2567

January 23, 2019

Aqua Illinois
1000 South Schuyler Avenue
Kankakee, Illinois 60901

Attn: Stephen Palinski, Construction Coordinator

Re: The Villas at the Commons Review #2
Hawthorn Woods, Illinois

On behalf of our client, K. Hovnanian Homes, we have enclosed the following documents in support of our point-by-point responses to your review #2 memo dated January 14, 2019:

- **Final Engineering Plans, revised dated January 17, 2019**
- **Final Plat for THE VILLAS AT THE COMMONS, revised January 23, 2019**

Page 5:

- *The water main needs to continue north on Nelson Lane to the north property line of the subdivision where a valve will have to be installed to terminate the improvements.*

There are no plans for any kind of improvements based on village approval, so the water main is not continued north.

- *The water main cannot be installed in the side-slopes on either side of the right-of-way, so it will likely have to be in an easement in either Lot 40 or Lot 41.*

Revised the grading within right-of-way, so that the future developer to the North can construct the future watermain within the right-of-way and added easement on Lot 40.

- *AQUA fully understands that this section of Nelson Lane will not be improved, but the water main should be extended to the property line for future use for the property to the north.*

Revised the grading within right-of-way, so that the future developer to the North can construct the future watermain within the right-of-way.

Page 8:

- *There are no crossing elevations for the hydrant lead for Hydrant 8.*

Added crossing elevations.

- *There are no crossing elevations for the sanitary sewer crossing at the east end of Potter Court.*

Added crossing elevations.

- *Install a valve at either end of the water main running through Potter Court. As designed, we would have to shut off a lot of main if there were a break in the western end of the subdivision.*

Added valve & box #15a.

General:

- *There seems to be some confusion on the restrained joint lengths, particularly at the tee at the north end of Nelson Lane. It looks like the tee branch length was used for the straight through instead of the branch.*

Revised per phone conversation with AQUA on 1/17/19.

- *Please double check all restrained joint lengths. Keep in mind that AQUA requires any joint within twenty feet of any fitting to be restrained.*

Revised per phone conversation with AQUA on 1/17/19.

- *Please disregard the chart on the details page that shows the restrained joint distances. We now use the following website to calculate restrained joint distances: <https://www.dipra.org/ductile-iron-pipe-resources/calculators/thrust-restraint-of-ductile-iron-pipe>. The variables to enter into the calculator are as follows:*

Laying Conditions: Type 2

Soil Designation: Sand Silt

Depth Cover: 4 ft.

Design Pressure: 250 psi

Safety Factor: 1.5

Use the Polyethylene Encased length given by the calculator for restrained lengths. Please show the restrained lengths on the plans, either in the plan view, or on the profile.

Understood.

Should you have any questions or concerns, please do not hesitate to contact me.

PEARSON, BROWN & ASSOCIATES, INC.



Donald S. Henne
Associate

Cc: K. Hovnanian Homes
Village of Hawthorn Woods



Hawthorn Woods Police Department

2 Lagoon Drive
Hawthorn Woods, IL 60047-9061

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

MEMORANDUM

DATE: December 13, 2018

TO: Donna Lobaito; Chief Administrative Officer

FROM: Police Chief J. Paulus

SUBJECT: Villas at the Commons – K. Hovnanian – Revised Final Plans

I have had the opportunity to review the latest Traffic Enforcement Agreement Map Plan and Address/Mailbox Exhibit for Villas at the Commons of Hawthorn Woods. All of my concerns have been addressed and I have no further comments.

Pride · Performance · Professionalism

Web Site: www.hwpd.com E-mail: police@hwpd.com



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 (847) 438-5500

MEMORANDUM

Date: December 27, 2018

To: Donna Lobaito, Chief Administrative Officer
Village of Hawthorn Woods

From: Brian J. Sullivan, Director of Parks and Recreation

Re: Review of Documentation for Playground at Villas at the Commons
December 7, 2018

Below is a list of my comments and a couple of items that need to be addressed. They arise from review of the schematic drawings provided for the playground project at Villas at the Commons. In addition, I have spoken with Marty at the Zenon Group who reps the Playcraft line of playground equipment. My comments are as follows:

- Playground does meet all current ASTM and CSPC safety industry standards.
- Playground fall zones appear to be correct and playground elements have been laid out properly.
- Playground Equipment including, transfer station, Astro Rider, playground plastic access ramp all meet current ADA accessibility guidelines.
- Safety use notification signage is included.
- The one item **not mentioned**, except in an editorial comment under General Notes from the Zenon Company on the diagram layouts, is the lack of information on the designated play surface to go with in the plastic border timbers and underneath the equipment. It appears that a mulch type surfacing will be used but is not indicated. This should be at the very least, pre-engineered safety surfacing material (mulch). It should be in compliance with CSPC's Handbook on Playground Safety; Section Four, Surfacing. The vendor supplying the surfacing should provide a certificate of certification indicating compliance with Section Four. (All vendors who provide this type of mulch all know to provide their testing results as requested). ***As there is no mention of the surface material in this documentation, the developer should provide us with this information prior to approval and installation.***
- On the Astro Rider, the ***color should be Green.***
- On the playground equipment, the ***support columns should not be red.*** They should be ***tan/beige.***
- 3400 VFX Aerating Fountain appears to be sufficient.

Thank you for the opportunity to review this submittal. Please feel free to contact me with any questions.

Brian J. Sullivan CPRP, MPA, CPSI
Director of Parks and Recreation
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047
847.847.3531
bsullivan@vhw.org



910 Woodlands Parkway, Vernon Hills, IL 60061
Ph: (847) 735-1000 Fax: (847) 735-1010 www.rolfcampbell.com

PLANNING CONSULTANTS
MEMORANDUM

Date: December 20, 2018

To: Donna Lobaito,
Chief Administrative Officer
Village of Hawthorn Woods

From: Rolf C. Campbell & Associates

Re: **Villas at the Commons – K. Hovnanian Homes –
Final Landscape Plan – 2nd Review**

We have reviewed the revised Final Landscape Plan and Tree Preservation Plan prepared by Krogstad Land Design Limited, dated 11-21-18 (7-sheets). We had previously reviewed the Final Landscape Plan and Tree Preservation Plan dated 8-7-18 (7-sheets) prior to their revisions as documented in our 8-30-18 review memo. The proposed residential development is located north of the existing Hawthorn Woods Business Park and between Midlothian Road and Fairfield Road. We have also reviewed the revised supplemental plans relating to the Final Landscape Plan and Tree Preservation Plans including the Final Engineering Plans by Pearson Brown and Associates dated 11-26-18 (21-sheets) and Final Plat of Subdivision by R.E. Allen and Associates, Ltd. dated 11-20-18 (2-sheets), Playcraft Systems Details by Zenon Company received 11-28-18, and Architectural Elevations and Floor Plans prepared by K. Hovnanian Homes dated 10-3-18. Below are the following comments based on the revised Final Landscape Plan and Tree Preservation Plan:

Tree Preservation Plan

No comments, all previous comments were addressed in the first memo for Preliminary Landscape Plan review dated 3-20-18.

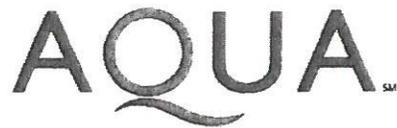
Final Landscape Plan

Per previous comments on the memo dated 8-30-18 regarding providing additional landscaping along the northwest basin adjacent to Fairfield Road, it appears that one (1) additional shade tree and 21 large shrubs are proposed on the revised landscape plan. This additional plant material will help with screening in this area and we have no further comments.

All other previous comments in our previous landscape plan reviews dated 3-20-18 and 4-16-18 have been addressed by the Applicant and the Final Landscape Plan has been adjusted to reflect these changes.

If there are any questions or comments, please contact our office at your convenience.

BD/AM 17023RC-22



February 8, 2019

Mr. James Truesdell
K. Hovnanian Homes
1804 N. Naper Blvd., Suite 200
Naperville, IL 60563

SUBJECT: The Villas at The Commons – Plan Approval

Dear Mr. Truesdell:

Thank you for starting the application process for obtaining water service.

Aqua Illinois, Inc. (AQUA) has reviewed the proposed plans for the above-mentioned water main extension. The water main extension plans with a revision date of 1/17/2019 are approved.

The following are procedures that must be adhered to for AQUA to accept a Main Extension for water service to property or development:

1. Applicant shall provide two copies of the Illinois Environmental Protection Agency (IEPA) Construction Permit Application for AQUA signature. Applicant shall submit permit application to IEPA and then provide copy of permit once issued.
2. Applicant shall provide AQUA a fourteen-day written notice of commencement of construction of the facility extension and verbally confirm two days in advance of construction starting.
3. AQUA will observe construction of Facilities, operate valves and observe filling, testing, flushing, and sampling as necessary. AQUA will submit sampling results with Operating Permit Application where applicable.
4. Prior to Facilities being placed into service, Applicant shall submit to AQUA the following: Bill of Sale, Certified Cost, and electronic file of as-built plans in (.PDF) format and AutoCAD Release 2013 (.DWG) format. As-built plans shall show location of main with actual measured dimensions from right-of-way/easement boundaries.

Notes:

- a. Applicant refers to any entity which desires/proposes to design and extend AQUA owned Facilities at the Applicant's expense.
- b. Facilities may include water, sewer, lift stations, and appurtenances depending on jurisdictions.

- c. Any delay of more than two years will require the facility extension process to restart at line one. Changes to project phasing which affect demand capacity or extend the project completion date must be approved by AQUA. Such changes may result in Applicant revising previously approved documents including permits or completely restarting process.
- d. AQUA desires that the Applicant have a successful project and will provide support. Following this procedure will allow a smooth transition throughout design, construction and close out of the project. If each step is not done exactly, it may result in AQUA rejecting the Facilities.
- e. Only AQUA employees are permitted to operate AQUA owned Facilities.
- f. There is a subsequent service application process involving sizing service/meter, possible capacity fees, and establishing billing information that must be followed for each service before connection/activation.

If you should have any questions, please feel free to contact me at email address or phone number below.

Respectfully,



Stephen J. Palinski
Construction Coordinator III
SJPalinski@AquaAmerica.com
815-614-2047

Cc: Mr. Don Henne – Pearson, Brown & Associates, Inc.

The Villas at the Commons (TEF West)

LOTS 1 – 73				
Category	New Standard	Code Standard	Departure	Code Section
• R-2 One-Family Residence District				
Minimum Lot Area	5,040 sq. ft.	20,000 sq. ft.	14,960 sq. ft.	9-5B-4.A.1. 9-15-7B.1
Minimum Lot Width	42 feet	100 feet	58 feet	9-5B-4.A.1. 9-15-7B.4c
Minimum Front Yard	20'-0"/25' to garage face	30 feet 50 feet (cul-de-sac)	10'-0" 30'-0"	9-5B-4.B.1
Minimum Rear Yard	25'-0"	40 feet	15 feet	9-5B-4.B.3
Minimum Interior Side Yard	6'-0"	15 feet	9 feet	9-5B-4.B.2
Minimum Corner Side Yard	20'/15'-0" to covered porch	30 feet	15'-0"	9-5B-4.B.2
Maximum Impervious Surface Ratio (including decks, patios, driveway, sidewalks, etc.)	55%	25% per Code	30%	9-5B-4.C
Decks, Patios, Porches, & Steps	15' maximum encroachment into the rear yard setback (10' from lot line), but cannot extend into the interior side yard setback.	Code - Decks & Patios: not less than 20 feet from rear lot line Porches: can't extend more than 5 feet Steps: 4 feet high or less	15'-0" into setback Entry steps/stoop may extend up to 18" into side yard.	9-3-2.E.11 & 9-3-2.E.18 & 9-3-2.E.21
Permanent Recreational Firepit	Not Permitted	Must be 20 feet from structure	n/a	4.7.4.A.4.E

Subdivision Sign				
Category	New Standard	Code	Departure	Code Section
Neighborhood Identification Sign (Monument Outlot A)	NA	1 at 16 sq. ft.	NA	9-12-7.E
Temporary Construction Sign	One sign on Fairfield and one sign on Midlothian	Not to exceed two (2) signs per zoning lot		9-12-6.B.1
	TBD at Final Approval	16 sq. ft. per sign face	TBD	9-12-6.D.1
Landscaping Requirements				
Open Space Landscaping	1 tree or tree equivalent for every 1,000 sq. ft. of required open space	1 tree or tree equivalent for every 1,000 sq. ft. of required open space	n/a	9-17-6.D.2
Parkway Trees	Trees in right-of-way	In front yard per Code	Trees in right-of-way	10-3-10.F.2
Canopy/Shade Trees	3.0" caliper	3.0" caliper per Code	n/a	9-17-6.D.2

General				
Category	New Standard	Code	Departure	Code Section
Connectivity	Connection made to Executive Drive & northern property between Lots 40 & 41	Provide for the continuation or projection of existing principal streets in adjacent areas.	none	10-3-2.A.1
Water retention	Naturalized detention basin with 6" from bottom to outlet	Water retention or detention facility	Naturalized detention basin with 6" from bottom to outlet	10-3-9.B
Release rate	Release rate per approved Hawthorn Trails Storm Water Management Report modified as necessary to address land use changes	Release rate 0.05 cfs/acre	Release rate per approved Hawthorn Trails Storm Water Management Report modified as necessary to address land use changes	10-3-9.B.5.a
Minor Streets R.O.W. width	60 feet/ 50 feet for Executive Drive	66 feet	6 feet/16 feet for Executive Drive	10-3-10.C.1.a
Minor street minimum horizontal curve radius	90 feet	100 feet	10 feet	10-3-10.C.1.a
Curbs	M3.12 curb and gutter throughout (depressed at sidewalks only)	Depressed curbs at driveways	M3.12 curb and gutter throughout (depressed at sidewalks only)	10-3-10.C.4
Pavement	10" aggregate base course CA-6 3 1/2" HMA binder course 1 1/2" HMA surface course	Flexible pavement base course 5" BAM Flexible pavement binder course 2" Flexible pavement surface course 2"	10" aggregate base course CA-6 3 1/2" HMA binder course 1 1/2" HMA surface course	10-3-10.C.7
Underdrains	?	Underdrain parallel with curb	?	10-3-10.C
Berms	Berms per plan	Berm required along major & arterial streets	Berms per plan	10-3-10.H
Street lighting	Locations and photometrics per plan	Street lighting 0.2 foot candles and 2 lux	Locations and photometrics per plan	10-3-11

EXHIBIT "C"

SUBDIVISION IMPROVEMENT AGREEMENT

IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this 10th day of April, 2019, by and between the VILLAGE OF HAWTHORN WOODS, a municipal corporation of the State of Illinois, having its principal offices at 2 Lagoon Drive, Hawthorn Woods, Illinois 60047 (hereinafter called "VILLAGE") and K. HOVNANIAN T & C HOMES OF ILLINOIS, LLC, (hereinafter called "DEVELOPER").

WITNESSETH:

WHEREAS, on or about August 15, 2018, DEVELOPER, as applicant, filed an application for Final Plat of Subdivision approval with respect to the property legally described on **Exhibit "A"**, attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY") so as to permit the construction of it's THE VILLAS AT THE COMMONS development, a single-family residential subdivision consisting of seventy-three (73) single-family residential lots and seven (7) Outlots, (Outlots A – G) ("DEVELOPMENT"); and

WHEREAS, the DEVELOPER desires to construct the DEVELOPMENT on the SUBJECT REALTY and has submitted to the VILLAGE a Final Plat of Subdivision, a copy of which is attached hereto as **Exhibit "B"** which is, by this reference, incorporated herein, and which Final Plat has been recommended for approval to the Village Board by the Planning, Building and Zoning Commission of the VILLAGE; and

WHEREAS, the VILLAGE is willing to approve the DEVELOPMENT provided that this Agreement is executed to insure the completion of certain improvements in accordance with applicable VILLAGE ordinances and/or agreements between the VILLAGE and DEVELOPER. The DEVELOPMENT shall not be approved until this Agreement is executed.

NOW, THEREFORE, it is mutually agreed as follows:

1. DEVELOPER shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the following improvements on the

SUBJECT REALTY (the "IMPROVEMENTS" or individually, the "IMPROVEMENT") and off-site, as defined below:

- A. Street Paving (including curb gutter and sidewalk and all finished grading and restoration within the VILLAGE'S right-of-way).
- B. Midlothian Road Access Plan, including Right In/Right Out and any improvements required by Illinois Department of Transportation.
- C. Storm Sewer Facilities (including any detention/retention facilities, wetlands improvements and related structures).
- D. Water Distribution, including off-site IMPROVEMENTS (and all appurtenances thereto). Installation of dual water meters, one for potable water and one for irrigation/outside water use (non-domestic), shall be offered to home buyers as an option. DEVELOPER's agreement with Aqua Illinois, Inc. ("AQUA") is attached hereto as **Exhibit "C"**.
- E. Sanitary Sewer Facilities, including off-site IMPROVEMENTS (and all appurtenances thereto).
- F. Parkway Landscaping and Parkway Trees.
- G. Landscaped areas in Outlots or within easements for detention basins and wetlands.
- H. Pedestrian/bike paths/pathways on Outlots.
- I. Approved playground and gathering area equipment and appurtenances on Outlots.
- J. Street Signs, Street Lights and residential neighborhood ID monument sign.
- K. Erosion Control.
- L. Site Grading and Earthwork.
- M. Approved mailboxes and posts, attached as **Exhibit "D"**.
- N. Any and all restoration work attendant to any of the above.
- O. All other Public Improvements as set forth on the PLANS (as defined below).
- P. Entrance Monument Sign

- Q. Off-Street Parking Lot
- R. Construction Fencing

DEVELOPER shall complete all IMPROVEMENTS in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the VILLAGE and/or other agreements between the VILLAGE and DEVELOPER, and the Final Engineering Plans and Specifications for such IMPROVEMENTS shown on **Exhibit "E"** attached hereto, which Final Engineering Plans and Specifications have been prepared by Pearson, Brown & Associates, Inc., dated August 13, 2018, with a most recent revision date of January 17, 2019, known as Job Number 17132, consisting of twenty-four (24) sheets, and identified as the Final Engineering for THE VILLAS AT THE COMMONS, which Plans and Specifications have heretofore been approved by the VILLAGE, together with any amendments thereto approved by the VILLAGE (collectively, the "PLANS"). Any utilities and services to be installed in or under the streets shall be installed prior to surface course being installed; however, if not, water and sanitary sewer service lines that serve a lot located across the street from the water or sanitary sewer main to which such service line is connected shall be installed via directional boring, after the street has been paved.

2. Attached hereto as **Exhibit "F"** is a complete cost estimate (engineer's estimate of probable costs) for the construction of the IMPROVEMENTS. The Village Code and/or any applicable ordinance or agreement provides that the DEVELOPER shall collateralize its obligation to construct all IMPROVEMENTS. The DEVELOPER shall submit a Guarantee Security, in accordance with Section 10-2-6 of the Village Code, issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such Guarantee Security shall contain such terms and provisions as may be acceptable to the Village Attorney of the VILLAGE and shall be deposited with the VILLAGE prior to the commencement of any construction activity on the SUBJECT REALTY.

Said Guarantee Security shall be in a principal amount of not less than one hundred and ten percent (110%) of the DEVELOPER'S engineer's estimate. **Exhibit "F"** represents the costs

of all IMPROVEMENTS to be constructed upon the SUBJECT REALTY and has been approved by the Village Engineer.

The Guarantee Security may provide for its reduction from time to time, based upon the Village Engineer's recommendation to the Chief Operating Officer of the value of any of the IMPROVEMENTS installed.

In no event shall the Guarantee Security be reduced to an amount less than one hundred and ten percent (110%) of the Village Engineer's estimate of the cost of completion of all remaining IMPROVEMENTS; provided, however, that the engineer engaged by Aqua Illinois, Inc. ("AQUA") for Water Distribution IMPROVEMENTS shall approve the estimate of the cost to complete the water facilities. So long as any portion of the IMPROVEMENTS remain uncompleted or unaccepted, the DEVELOPER shall not permit the Guarantee Security to expire, but shall, at least forty-five (45) days prior to its expiration date, cause said Guarantee Security to be renewed. Failure of the DEVELOPER to renew said Guarantee Security shall be a breach of this Agreement. Any language in the Guarantee Security with respect to its reduction shall be subject to the approval of the Village Attorney. In no event shall the Village Engineer's recommendation for a reduction to the Guarantee Security or the VILLAGE'S authorization for such reduction constitute FINAL ACCEPTANCE pursuant to Title 10 Section 10-3-14 of the Village Code of Ordinances ("FINAL ACCEPTANCE") of any of the IMPROVEMENTS.

3. All work related to the IMPROVEMENTS, except water facilities, shall be subject to inspection by the Village Engineer, prior to FINAL ACCEPTANCE by the VILLAGE, and his or her approval thereof shall be a condition precedent to the payout of funds to contractors or subcontractors. The approval provided for in this paragraph shall not constitute FINAL ACCEPTANCE of any or all of the IMPROVEMENTS. Water facility IMPROVEMENTS shall not be subject to inspection by the Village Engineer, but shall be inspected by an engineer engaged by AQUA for water, in accordance with AQUA's standard procedures provided, however, the backfill used within the road rights-of-way shall, also, be subject to inspection and approval by the Village Engineer. All payments related to the

IMPROVEMENTS shall be paid prior to FINAL ACCEPTANCE by the VILLAGE.

4. Pursuant to the Draw Down Deposit Agreement, which was executed by the DEVELOPER on February 23, 2018 and executed by the VILLAGE on February 26, 2018, DEVELOPER will pay to the VILLAGE all plan review, inspection and other fees related to the installation and completion of the IMPROVEMENTS. Fees related to the construction of homes will be paid at the time of building permit, unless otherwise agreed by the VILLAGE, in a written agreement entered thereunder. In connection with an application for development activities for which reimbursement is required under the Village Code with respect to the Residential Development on the SUBJECT REALTY, DEVELOPER or its successor residential developer shall execute the VILLAGE'S form of Draw Down Deposit Agreement. The payment of all fees due under this Article shall constitute a precondition to the approval by the VILLAGE of any such development activity or the issuance of any building permits.

Subdivision site improvements inspection schedule shall consist of, but not limited to, the following with a minimum 48-hour notice:

TYPE OF INSPECTION	FREQUENCY
Pre-construction meeting with DEVELOPER, engineer, VILLAGE, Aqua and contractors	One time.
Soil Erosion, Sediment Control and Tree Removal	Prior to start of earthwork activities, once per month or as required by the Watershed Development Ordinance (WDO) as the Enforcement Officer, and one last time prior to final sign-off.
Construction Fence	Prior to start of earthwork activities, one time, repeated as needed.
Storm sewer installation	Daily.
Water main	Aqua Illinois is responsible for construction observation of the water facilities. The VILLAGE will make daily checks of backfill operations where main lines or services cross a street.
Sanitary Sewer	VILLAGE is responsible for construction observation of the sanitary sewer facilities. The VILLAGE will make daily checks of backfill operations where main lines or services cross a

	street.
Subgrade proof roll	One time, repeated as needed.
Stone base proof roll	One time, repeated as needed.
Curb and gutter	Pre-pour to check stone base (may be included in street base proof roll), Part-time observation of curb installation.
Hot mix asphalt pavement	Full time observation of all pavement placements.
Public sidewalk	Walk is installed as each home is built, inspection by VILLAGE of base and alignment before pour.
Landscaping	One time and subsequent checks as needed.
Final inspection	One time and subsequent checks of repaired items.
Record drawings review	One time for each submittal of as-built drawings.
Other concrete work	One time, repeated as needed.

5. Pursuant to Section 4-5-3 of the Village Code, DEVELOPER shall not be subject to any street opening fee until roads are accepted by the VILLAGE.

6. DEVELOPER agrees to the terms of the Traffic Enforcement Agreement, attached hereto as **Exhibit "G"**.

7. DEVELOPER shall install lighting fixtures on all homes that are in compliance with the International Dark-Sky Association standards.

8. DEVELOPER shall not install obstructions or obstacles in the right-of-way, including the parkway, other than those permitted in either this Agreement or the Village Code. All mailboxes and appurtenances shall comply with the Village Code, Village guidelines, and Federal postal regulations. DEVELOPER shall install mailboxes in accordance with the Mailbox Exhibit attached hereto as **Exhibit "D"** that depicts the type and size of mailbox, as well as a site plan that identifies lot addressing.

9. DEVELOPER shall furnish the VILLAGE with evidence of liability insurance in

the amount of at least \$1,000,000/\$5,000,000 covering the construction activities of the DEVELOPER contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service AVI or better. Such certificate of insurance shall be deposited before the commencement of any work by the DEVELOPER. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the end of the one-year maintenance period, the VILLAGE may have recourse against the Guarantee Security for funds sufficient to cause the liability insurance to remain in effect until the completion of the one-year maintenance period.

10. DEVELOPER, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the VILLAGE, or its agents, servants, elected officials and employees, arising out of any of the DEVELOPER'S agents or contractors construction activities contemplated by this Agreement. Nothing herein shall waive any immunities the Village may assert in defense or response to such claims.

11. DEVELOPER shall install a temporary paved off-street parking lot consisting of 2" of asphalt over 6" of stone, in accordance with the Sales Office Plan attached hereto as **Exhibit "H"**.

12. DEVELOPER shall install temporary construction fencing in accordance with the Construction Office & Equipment Staging Plan attached hereto as **Exhibit "I"**.

13. DEVELOPER shall cause the IMPROVEMENTS to be completed in accordance with the following schedule:

A. No work on the IMPROVEMENTS may commence until after the Final Plat of Subdivision approval by the Village Board and all required security has been provided and accepted. Any work on the IMPROVEMENTS commenced after Final Plat of Subdivision approval, but prior to recordation of the Final Plat

of Subdivision shall be allowed only after written authorization by the Village's Chief Operating Officer.

- B. No work on the IMPROVEMENTS, including removal of trees on the SUBJECT REALTY, shall commence until all trees have been appropriately tagged and confirmed by the VILLAGE, in accordance with the approved Final Landscape Plan, attached hereto as **Exhibit "J"**.
- C. Construction fences and silt fences shall be installed only after the VILLAGE inspects the tagged trees. After the construction fences and silt fences are installed, the VILLAGE shall inspect such fences prior to any construction activity, including tree removal, on the SUBJECT REALTY. Tree removal prior to installation of construction fence and silt fence will be allowed in areas where it is required in order to be able to physically install fencing, provided however, that the DEVELOPER meet with representatives of the VILLAGE on the SUBJECT REALTY prior to the removal of any trees so as to identify such trees.
- D. No building permits shall be issued until the Final Plat of Subdivision has been approved and recorded.
- E. DEVELOPER shall be issued building permits to construct model homes on the SUBJECT REALTY prior to completion of roads and utilities provided:
 - i. Such construction is undertaken at DEVELOPER'S risk;
 - ii. DEVELOPER has constructed a twelve-foot (12') wide, six-inch (6") thick gravel road, constructed of compacted aggregate base course, to that portion(s) of the SUBJECT REALTY that is under development, which road shall be subject to final inspection and approval by the Village Engineer and fire district;
 - iii. DEVELOPER has constructed a water main that is operational for firefighting purposes to that portion(s) of the SUBJECT REALTY that is under development;
 - iv. DEVELOPER shall not undertake any such construction activities until the Village Engineer has inspected the placement of the soil erosion and sediment control plan and construction fence as per the final engineering plans; and
 - v. DEVELOPER shall indemnify the VILLAGE against, and hold the VILLAGE harmless from any claims, actions or losses the VILLAGE may suffer, sustain or incur because another governmental agency, private party or other municipality takes action against the VILLAGE after

DEVELOPER undertakes development activities pursuant to the provisions of this sub-paragraph. Nothing herein shall waive any immunities the Village may assert in defense or response to such claims.

- F. DEVELOPER shall be issued a certificate of occupancy for the homes designated as model homes for sales purposes only and not for residential occupancy provided the construction is consistent with the construction plans and permits.
- G. Except as identified above, no certificates of occupancy pursuant to Section 18 below shall be issued for other than model homes within the DEVELOPMENT until the following IMPROVEMENTS have been installed, inspected and approved by the VILLAGE:
 - i. Street Paving (including curb gutter and sidewalk and all finished grading and restoration within the right-of-way) for the subject lot that the home is located on;
 - ii. Storm Sewer Facilities (including any detention/retention facilities, wetland improvements and related structures) for the subject lot that the home is located on;
 - iii. Water Distribution and Sanitary Sewer Facilities, including off-site IMPROVEMENTS (and all appurtenances thereto) for the phase of the development that the home is located on.
 - iv. Parkway Landscaping, Parkway Trees and Outlot Landscaping or sufficient security posted to guarantee the installation of the same (which may be a part of the security posted for the IMPROVEMENTS to be completed under Section 1 hereof);
 - v. Street Signs and Street Lights for the phase of the street that the home is located on; and
 - vi. Any and all restoration work attendant to any of the above or sufficient security posted to guarantee the completion of the same (which may be a part of the security posted for the IMPROVEMENTS to be completed under Section 1 hereof).
- H. The final lift of hot mix asphalt surface course for the subdivision shall be installed no earlier than the completion of seventy percent (70%) or fifty-one (51) residential lots of the subdivision, but no later than four (4) years from the date of this Agreement.
- I. The 10-foot Hot-mix Asphalt Trail running parallel to Midlothian Road on the Subject Property shall be installed no later than the issuance of the first residential

certificate of occupancy or a mutually agreed upon date due to site or weather conditions.

Notwithstanding any provision contained herein to the contrary, all IMPROVEMENTS shall be completed no later than four (4) years from and after the date of this Agreement, and as-built drawings tendered to the Village Engineer. DEVELOPER shall provide as-built drawings of the storm sewer and sanitary sewer IMPROVEMENTS in Micro Station or AutoCAD files, Portable Document Format (PDF), and one hard-copy set (paper) to the Village Engineer, as well as televising for both storm sewer and sanitary sewer. The VILLAGE'S Chief Operating Officer may grant up to a one-year extension; however, any extension beyond one year must be approved by the Village Board.

If work relating to the IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to require completion by drawing on the Guarantee Security in addition to any other available remedies.

14. The process for FINAL ACCEPTANCE of IMPROVEMENTS shall be as follows:

- A. Upon completion of all IMPROVEMENTS in an entire phase, and, further, upon the submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that the said IMPROVEMENT(S) have been completed in conformance with this Agreement, the Village Code, the final engineering plans and specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Village Engineer shall, within forty-five (45) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) recommend to the VILLAGE'S corporate authorities FINAL ACCEPTANCE of said IMPROVEMENT(S), or (ii) designate in writing to DEVELOPER all corrections or alterations which shall be required to obtain a recommendation of FINAL ACCEPTANCE of said IMPROVEMENT(S), specifically citing sections of the final engineering Plans and Specifications, the Village Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Village Engineer. Should

the Village Engineer reject any IMPROVEMENT(S), or any portion or segment thereof, for a recommendation of FINAL ACCEPTANCE, the DEVELOPER shall make such corrections or modifications to such IMPROVEMENT(S) as may be required by the Village Engineer. The DEVELOPER shall cause the IMPROVEMENT(S) to be submitted and resubmitted as herein provided until the Village Engineer shall recommend FINAL ACCEPTANCE of same to the corporate authorities of the VILLAGE and the corporate authorities shall finally accept same. FINAL ACCEPTANCE of IMPROVEMENT(S) shall be subject to the requirements of Section 10-3-14 of the Village Code entitled "ACCEPTANCE OF REQUIRED LAND IMPROVEMENTS" shall occur upon the corporate authority's adoption of an appropriate resolution of FINAL ACCEPTANCE.

Upon completion and as a condition of FINAL ACCEPTANCE by the VILLAGE, DEVELOPER agrees to convey and transfer such IMPROVEMENT(S) to the VILLAGE by appropriate Bill(s) of Sale.

- B. AQUA shall determine when the water facilities are complete; and AQUA's acceptance of same shall be deemed completion of such facilities, for purposes of this Agreement in combination with the IEPA Operating Permit. Within thirty (30) days of acceptance of the water improvements by AQUA the DEVELOPER shall provide a letter or other evidence satisfactory to the VILLAGE confirming said acceptance by AQUA.
- C. The VILLAGE shall determine when the sanitary sewer facilities are complete and the VILLAGE's acceptance of same shall be deemed completion of such facilities.
- D. Such security may provide for its reduction based upon the Village Engineer's recommendation to the Village's Chief Operating Officer of the value of any of the IMPROVEMENTS within the SUBJECT REALTY that are completed and approved by the Village Engineer and prior to FINAL ACCEPTANCE of such IMPROVEMENTS by the VILLAGE. The VILLAGE shall consider the request to reduce the security within forty-five (45) days of receipt of a request that includes record drawings for the improvements included in the request therefor, or within forty-five (45) days of the VILLAGE'S receipt of the last documents required to support such reduction. If the request is denied, the VILLAGE shall provide the DEVELOPER with a written statement specifying the reasons for the denial of the request, including specifications of the requirements of law or the

requirements of this Agreement which the request or supporting documents fails to meet. The VILLAGE shall reduce such security upon the DEVELOPER'S compliance with those requirements. In addition, the DEVELOPER shall comply with the requirements contained in the VILLAGE'S Subdivision Control Ordinance pertaining to maintenance security after FINAL ACCEPTANCE of IMPROVEMENTS.

15. The DEVELOPER guarantees that the workmanship and materials furnished under the Final Plans and Specifications and used in said IMPROVEMENTS will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All IMPROVEMENTS shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship in an IMPROVEMENT shall be guaranteed by the DEVELOPER for a period of twelve (12) months from the date of FINAL ACCEPTANCE by the VILLAGE.

To partially secure the DEVELOPER'S guarantee, at the time of FINAL ACCEPTANCE by the VILLAGE of the installation of any IMPROVEMENT in accordance with this Agreement, DEVELOPER shall deposit with the VILLAGE a Maintenance Guarantee Security in the amount of ten percent (10%) of the actual cost of the IMPROVEMENT subject to FINAL ACCEPTANCE by the VILLAGE. This Maintenance Guarantee Security shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of twelve (12) months after FINAL ACCEPTANCE of the IMPROVEMENT and shall not be released without approval of the VILLAGE. Approval by the VILLAGE includes an inspection prior to the end of the twelve (12) months, the completion of a deficiency list, the repair or correction of all items on deficiency list, and a follow up inspection to determine the items have been addressed with approval in writing from the VILLAGE. If during said guarantee period, any IMPROVEMENT shall require any repairs or renewals, in the opinion of the Village Engineer, as identified in deficiency list referenced previously, necessitated by reason of settlement of public improvements, structure or backfill, or other defective workmanship or materials, the

DEVELOPER shall, upon notification by the Village Engineer of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE may draw upon said Maintenance Guarantee Security(s) to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Guarantee Security(s), the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process. The DEVELOPER shall not permit the Maintenance Guarantee Security to expire, but shall, at least forty-five (45) days prior to its expiration date cause said Maintenance Guarantee Security to be renewed if any repairs or renewals, in the opinion of the Village Engineer are necessary, and such work will exceed the twelve (12) month maintenance period. Failure of the DEVELOPER to renew said Maintenance Guarantee Security shall be a breach of this AGREEMENT.

The DEVELOPER shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the IMPROVEMENT in good and sound condition, satisfactory to the VILLAGE and the Village Engineer, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance Guarantee Security(s) shall be returned to the DEVELOPER.

16. Prior to Final Acceptance by the VILLAGE, the DEVELOPER shall furnish the VILLAGE with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefor under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

17. The DEVELOPER shall be responsible for the maintenance of the IMPROVEMENTS until FINAL ACCEPTANCE by the VILLAGE. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the IMPROVEMENTS required by Paragraph 1 of this Agreement, compliant with the Plans and Specifications

identified by said paragraph at the time of their FINAL ACCEPTANCE by the VILLAGE.

18. DEVELOPER shall be responsible for any and all damage to the IMPROVEMENTS which may occur during the construction of the DEVELOPMENT until Final Acceptance. In such event DEVELOPER shall replace and repair damage to the IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard.

19. The Parties acknowledge and agree that a dormant Special Service Area shall be established as a back-up mechanism in order to guaranty that DEVELOPER and its successor, (a homeowners association and property owners association(s) to be created by DEVELOPER for the purpose of *inter alia* succeeding to its rights and obligations) maintain the common areas in the development consistent with the performance standards (to be mutually agreed to between the Parties). The common open space areas, the landscaping in the common areas, the detention basins on HOA property and individual residential lots, the wetlands on HOA property and individual residential lots, and maintenance of the HOA areas shall at a minimum be included in the obligations secured under the Special Service Area. DEVELOPER shall refrain from objecting to the creation of the Special Service Area and agrees that the creation of the same shall be initiated at the time of Final Plat approval (although the completion of the process shall not be a condition to final approval). The maximum tax rate shall be based on the estimated expense for maintenance of such improvements and the costs of administration. The territory to be included in each such Special Service Area shall be as described on the attached **Exhibit "A"**.

20. Provided all permanent water improvements, sanitary sewer improvements, stormwater management facilities and streets improved with a binder course required to serve such dwelling units and buildings have been completed to the satisfaction of the Village Engineer (but not necessarily accepted) the VILLAGE shall issue certificates of occupancy for buildings and dwelling units constructed on the SUBJECT REALTY within five (5) business

days of proper application therefore or within five (5) business days of the receipt of the last of the documents or information required to support such application, whichever is later. If the application is disapproved, the VILLAGE shall provide a written statement to DEVELOPER specifying the reasons for denial of the application including specification of the requirements of law, which the application and supporting documents fail to meet. The VILLAGE agrees to issue such certificates of occupancy upon DEVELOPER's compliance with the requirements of law identified by the VILLAGE after its first inspection and approval of the applicable structures. Should DEVELOPER dispute any of the requirements of law so stated by the VILLAGE within said letter of denial, then DEVELOPER shall have the right to appeal the decision to the Corporate Authorities for resolution, which resolution shall be based on the applicable VILLAGE Code. However, the same shall not limit in any respect the VILLAGE's or DEVELOPER's rights and remedies under this Agreement. Temporary certificates of occupancy shall be issued in accordance with VILLAGE Code (8-2-7E.) pertaining to temporary certificates of occupancy.

21. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and/or in any agreements between the VILLAGE and DEVELOPER regarding the DEVELOPMENT shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefore shall arise and shall include the rights to specific performance. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE is not required to be given.

22. From and after the date on which the Village Engineer notifies the DEVELOPER, in writing, that the DEVELOPER is in default of any of its obligations under this Agreement and DEVELOPER is afforded thirty (30) days to cure, the DEVELOPER shall pay to the VILLAGE, upon demand, all of the VILLAGE'S fees, costs and expenses incurred in enforcing the provisions of this Agreement against DEVELOPER, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

23. This Agreement shall be binding upon and inure to the successors and assigns of the parties to this Agreement. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld.

24. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

25. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the Village Code. To the extent that this Agreement accepted by the VILLAGE do not address an applicable provision of the Village Code, the Village Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the Village Code has not been addressed within the specific terms of this Agreement.

26. In cases of conflict between the provisions of any ordinances, resolutions, codes, policies, or regulations of the Village and the provisions of this Agreement or the exhibits attached hereto, this Agreement shall prevail and control.

The term "VILLAGE" used where the context so indicates an intention to refer to other than the Village Board shall refer to the Village staff member designated by the Village's Operating Officer to perform the functions described therein.

27. This Agreement shall be in full force and effect from the date set forth above for twenty (20) years.

28. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

29. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. VILLAGE at:

VILLAGE OF HAWTHORN WOODS
2 Lagoon Drive
Hawthorn Woods, IL 60047
Attn: Chief Operating Officer

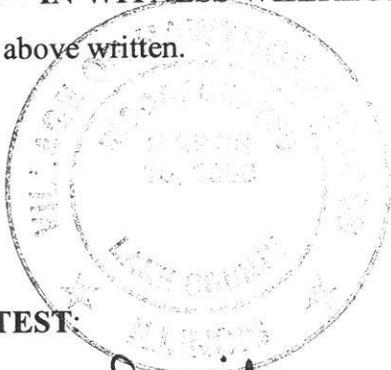
B. DEVELOPER at:

K. Hovnanian T & C Homes of Illinois, LLC
1804 N. Naper Boulevard, Suite 200
Naperville, IL 60563
Attn: Jim Truesdell

30. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

31. This Agreement shall not confer rights or benefits, including third-party beneficiary rights or benefits to anyone that is not a named party to this Agreement, including any individual, corporation, partnership, trust, association, unincorporated organization, governmental organization or agency or political subdivision. Any and all third-party beneficiary rights are expressly negated.

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



ATTEST:

Jane Roberts
Village Clerk

THE VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation,

By: [Signature]
Its: Mayor

K. HOVNANIAN T & C HOMES OF ILLINOIS, LLC

By: [Signature]
Its: Division President

By: [Signature]
Its: VP, Controller

STATE OF ILLINOIS)
) SS.
COUNTY OF ~~LAKE~~)
 DuPage on 4/10/19

I, the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Andrew Konovodoff personally known to me to be the Division President of K. HOVNANIAN T & C HOMES OF ILLINOIS, LLC, and Mark Rubino personally known to me to be the VP, Controller of K. HOVNANIAN T & C HOMES OF ILLINOIS, LLC, 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 Division President and VP, Controller of K. HOVNANIAN T & C HOMES OF ILLINOIS, LLC, 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 10th day of April, 2019.


Notary Public



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 President 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 29th day of MARCH, 20 .

Jan M Filenko
Notary Public

**OFFICIAL SEAL
JAN M FILENKO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/16/2022**

EXHIBIT LIST

EXHIBIT DESCRIPTION

- | | |
|----------|--|
| A | Legal Description |
| B | Final Plat of Subdivision |
| C | Water Main Extension Agreement |
| D | Mailbox Exhibit |
| E | Final Engineering Plans and Specifications |
| F | Engineer's Estimate of Probable Costs for Improvements |
| G | Traffic Enforcement Agreement |
| H | Sales Office Plan |
| I | Construction Office & Equipment Staging Plan |
| J | Final Landscape Plan |

EXHIBIT A

LEGAL DESCRIPTION

**THE VILLAS AT THE COMMONS
HAWTHORN WOODS, ILLINOIS
METES AND BOUNDS LEGAL DESCRIPTION**

PARCEL 1: THE SOUTH 803.18 FEET OF THE WEST 768.82 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 190.0 FEET OF THE WEST 229.3 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 768.62 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 803.18 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 711.89 FEET TO THE CENTERLINE OF MIDLOTHIAN ROAD (FORMERLY ILLINOIS ROUTE 63); THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, A DISTANCE OF 906.85 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 283.11 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AREA
22.346 AC
(more or less)

PINs: 14-09-200-034 and 14-09-200-030

EXHIBIT B

FINAL PLAT OF SUBDIVISION

EXHIBIT C

WATER MAIN EXTENSION AGREEMENT

WATER MAIN EXTENSION AGREEMENT
[Constructed by Applicant]

THIS AGREEMENT, entered this 27th day of August 2018 by and between Aqua Illinois, Inc., hereinafter called the "Company," and K. Hovnanian T&C Homes at Illinois, LLC hereinafter called the "Applicant," and made in consideration of the mutual promises and undertakings hereinafter set forth, provides as follows:

Applicant desires to have water mains and other facilities designed and installed to serve approximately seventy-three (73) lots within The Villas at the Commons, located in Hawthorn Woods, Illinois. The facilities constructed by Applicant (the "Extension") shall include approximately 3,200' of 8" DI water main, ten (10) fire hydrants, miscellaneous valves, and other appurtenances.

(Dimensions and quantities are approximate based on information provided by developer; all water main pipe, hydrants, valves and appurtenances that are installed will become the "Extension" after they are accepted by the Company.)

The Applicant will install the Extension under the following conditions:

- 1) **Review and Approval of Extension:** The Applicant shall construct the Extension at the Applicant's expense in accordance with specifications approved by the Company. The Company shall have the right to approve the design of the Extension and all materials used. The Company also shall have the right to review, monitor and/or observe the design and construction of the Extension at Applicant's expense, to assure compliance with the specifications and details approved by the Company.
- 2) **Administrative Cost, Administrative Deposit:** The costs for plan review, construction observation and construction assistance, referred to as "Administrative Costs," shall be paid by the Applicant. Upon receipt of the first set of drawings depicting the layout or design of the Extension, the Company shall estimate the Administrative Costs. The Applicant shall provide a deposit equivalent to the estimated amount of the Company's costs. At the time of approval of this agreement, if not at the same time as submitting the initial deposit, the administrative costs will be re-estimated based on information provided by the Applicant. The amount of the deposit for Administrative Costs ("Administrative Deposit") is specified in Supplement "A," which is attached hereto and made a part hereof. The Applicant will be required to provide additional deposit if the Estimate at time of agreement is greater than the initial deposit for original estimate of Administrative Cost. Depending on phasing of the extension, the number and extent of reviews, the duration and complexity of construction, and amount of assistance needed in construction, the actual Administrative Costs may exceed the Administrative Deposit. The Applicant shall provide an additional deposit for these costs prior to moving to the next step of the Company's Main Extension process, such as Company approval of IEPA construction permit application, or Company acceptance of the Extension and approval of the IEPA operating permit application. Remaining balance of deposit will be

forfeited if the agreement is voided by the Company due to the Applicant not meeting the timeline in paragraph 10.

- 3) **Transfer of Ownership, Grant of Easement, Certified Cost:** When the Applicant completes construction of the Extension, Applicant shall, with the consent and approval of the Company, transfer Ownership to the Extension to the Company by a Bill of Sale. Along with the transfer of Ownership, the Applicant shall provide the Company a grant of easement or Plat of Easement for the Extension and all appurtenances in accordance with the Easement Agreement (Exhibit E). Also, upon completion, Applicant shall provide the company with a tabulation of the Applicant's final cost for all components of the Extension, as certified by Applicant's engineer. In the event any portion of the Extension is put in service or an IEPA Operating Permit is approved prior to the Applicant transferring title and granting an easement to the Company on a recorded document, the Company shall notify the Applicant of acceptance of those portions (Exhibit D) and those portions of the Extension shall become the property of the Company according to terms of Bill of Sale (Exhibit B)) and an easement shall be granted to the Company in Accordance with the Easement Agreement (Exhibit E). The Applicant shall provide AutoCAD drawing(s) meeting the Company's requirements showing actual surveyed location and field measurements documenting the As-Built condition of the main and appurtenances. The Applicant shall provide Final Waiver of Lien from each contractor and consultant that provided work related to the design or construction of the main.

- 4) **Revenue Refund:** The Applicant and Company shall agree upon the final cost to the Applicant of the Extension. If the Applicant's final cost exceeds one and on-half times the company's estimate of first year revenue to be received from Original Prospective Customers, as defined herein ("1.5 Times First Year Revenue"), the Company shall provide payment to the Applicant under one of the methods described below. The estimate of 1.5 Times First Year Revenue is specified in Supplement "A," which is attached hereto. For purposes of this Agreement, "Original Prospective Customers" are customers expected to connect to and initiate service from the Extension within twelve months after the extension is first placed into service. For purposes of this Agreement, the date on which the Extension is first placed into service shall be at the date of issuance of the applicable Illinois Environmental Protection Agency Operating Permit. Applicant shall choose one of the following two payment methods, and the method selected cannot be changed at any time afterwards, without the written consent of both the Applicant and the Company. In the event the final Administrative Costs exceed the total of Administrative Deposits by Applicant, the remaining balance shall be deducted from the Revenue Refund amount.
 - a) **Method One:** As shown on Supplement "A," the Company estimates that 1.5 Times First Year Revenue will be (\$10,815.00). When the Company accepts transfer of title to the Extension, the Company shall provide payment of such amount to the Applicant. For purposes of this Agreement, the estimate of 1.5 Times First Year Revenue specified in Supplement "A" shall be deemed to be the final amounts of 1.5 Times First Year Revenue. No further payment will be due to Applicant based on a variance between the actual and

estimated amounts of 1.5 Times First Year Revenue. If the Company's actual Administrative Costs associated with the Extension exceed the Administrative Deposit, the Company shall deduct the amount of such excess from the payment to the Applicant for 1.5 Times First Year Revenue.

- b) Method Two: The final amount of 1.5 Times First Year Revenue will be determined after the end of the first year after the Extension is placed into operation. If the Company's actual Administrative Costs associated with the Extension exceed the Administrative Deposit, the Company shall deduct the amount of such excess from the payment to the Applicant for 1.5 Times First Year Revenue. If the Company's actual Administrative Costs associated with the Extension are less than the Administrative Deposit, the Company shall increase the payment to the Applicant for 1.5 Times First Year Revenue by the difference between the amount of actual Administrative Costs and the Administrative Deposit. If the Company's actual Administrative Costs associated with the Extension exceed the combined total of the Administrative Deposit and the payment for 1.5 Times First Year Revenue, the Applicant shall pay the Company the difference between the actual Administrative Costs and the combined total of the Administrative Deposit and 1.5 Times First Year Revenue payment.

APPLICANT UNDERSTANDS BOTH METHODS AND SELECTS METHOD #1 AND INITIALS: NAJ 01/26/19

- 5) Refund for Services for Abutting Parcels Based on Frontage: During the first ten years after transfer to the Company of title to the Extension, if the Extension directly abuts property that the original Applicant does not own or have an interest in, and if during such ten year period, the owner or occupant of such property directly abutting the Extension requests water service and such owner or occupant has a service line tapped directly into the Extension for water service (not to include any further extension of water main(s) from the Extension or the tapping of a service or provision of water service therefrom), the Company shall make a refund(s) to the original Applicant in accordance with the following provisions. The company shall prorate the cost of the Extension on a front foot or per lot basis (such determination based solely on lots directly abutting the Extension), and if during such ten-year period, the owner or occupant of such property requests water service, the Company shall collect from such new applicant an amount equal to such new applicant's pro rata cost of the Extension less one and one-half (1 ½) times the estimated annual revenue to be received from said new applicant. The Company shall refund money so collected to the original Applicant. The total amount refunded to the original Applicant shall not exceed the original Applicant's cost for the Extension. At the expiration of said ten (10) year period, no further refunds will be made.
- 6) Notification of Acceptance and Ownership: All mains, valves, fittings and other appurtenances and materials installed in accordance with this agreement shall be and remain the Company's sole property after notification of acceptance. The installed facilities may not be operated for testing or any other reason without written approval from the Company.

- 7) Protection of Facilities: Until Company issues notice of acceptance for Facilities, Applicant shall be responsible to protect facility from damage due to activities of contractors constructing the development or others. During this time the Company may register the facilities with the Utility One Call System so that the Company is notified. The Company will notify Applicant to locate the utility according to Utility One Call System procedure. If the Company provides locating services the cost will be added to the Administrative Cost.
- 8) Existing Facilities: Applicant shall not connect Extension Facilities to, modify, or operate, the existing facilities owned by Company without written approval from the company.
- 9) Right to Extend Main: The Company shall have the right to further extend its mains from and beyond the terminus or any other part of each main installed as part of the Extension. The Applicant constructing a main hereunder shall not be entitled to any refund, including but not limited to those designated in paragraph 4 or 5, because of any other or further extension or the attachment of any services or hydrants to any other or further extension. The extended main shall be the sole property of the Company.
- 10) Schedule for Applicant's Actions under Agreement: Timely progress on the design, permitting, documentation, starting and completing construction, and addressing punch-list items are all very important to the management of the Main Extension process. If any of the following schedule deadlines (relative to date of executed agreement) are not met the Company may void this agreement with 30 days of notice to the Applicant.
- a) Submit full set of main extension plans meeting the Company's requirements within 6 months.
 - b) Obtain State Environmental Construction Permit within 21 months.
 - c) Submit all preconstruction documentation and start construction within 24 months.
 - d) Complete construction and submit all postconstruction documentation within 36 months.
 - e) Complete all punch-list items, submit final documentation, pay any remaining fees, and obtain final acceptance letter within 39 months.

If the Agreement is voided, the Administrative Deposit will be forfeited to the Company by the Applicant. If the Applicant desires to install a main extension for the same development after the agreement has been voided by the Company, the Applicant shall be required to enter into a new Water Main Extension Agreement with the Company.

- 11) Assignment of Agreement: This Agreement, when signed by Applicant and Company, shall inure to the benefit of and be binding upon the Company, its successors and assigns and the Applicant, his or its heirs, personal representative, successors and assigns. Applicant may assign this Agreement and its right to refund thereunder without Company's consent to any K. Hovnanian or related entity in which K. Hovnanian owns at least 20%. Applicant shall deliver to Company written notice of such assignment and the identity of the assignee at least five (5) days prior to the assignment. The Applicant's right to refund thereunder shall not be

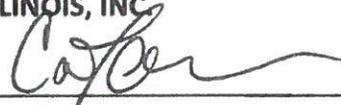
assigned by the Applicant to an unrelated third party without the Company's prior written consent, which shall not be unreasonably withheld. Nothing herein contained, whether express or implied, is intended to give or shall be construed as giving anyone other than the parties hereto or their successors and assigns any rights hereunder.

If checked, the following Supplemental Agreements or Exhibits are treated as part of this agreement:

- Supplement A
- Water Service Line Agreement
- Easement Agreement (Exhibit E)
- Bill of Sale (Exhibit B)

COMPANY:

AQUA ILLINOIS, INC.

By:  10/11/18
 Colton James (Date)
 Director, Operations

APPLICANT:

By:  02/20/18
 (Date)
 Printed Name: JASON POLAKOW
 Address: 1804 N. NAPER BLVD #200
NAPERVILLE, IL 60563
 Federal Tax I.D. Number: 20-2421053

SUPPLEMENT "A"
[For Water Main Extension Constructed by Applicant]

This Supplemental Memorandum is executed by the parties hereto pursuant to the provisions of the attached ("Agreement"), entered on the 27th day of August 2018 for the installation by the Applicant with acceptance by Aqua Illinois, Inc. of certain water mains and other facilities (the "Extension") therein described. It is hereby agreed and stipulated:

The estimated Administrative Cost for the Extension is twenty thousand two hundred dollars and zero cents (\$20,200.00).

1.5 Times First Year Revenue is ten thousand eight hundred fifteen dollars and zero cents (\$10,815.00) if Option One; or if Option Two, it will be determined after one year of service.

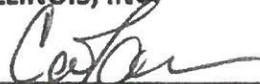
The amount of Administrative Deposit is twenty thousand two hundred dollars and zero cents (\$20,200.00).

This Supplemental Memorandum shall be attached to and be treated as part of the Agreement in accordance with the provisions thereof.

Date of Deposit: September 28, 2018

COMPANY:

AQUA ILLINOIS, INC

By:  10/11/18
Colton Janes (Date)
Director, Operations

APPLICANT:

By:  09/22/18
(Date)

Printed Name: JASON POLAKOW

Address: 1804 N. NAPER BLVD. #200
NAPERVILLE, IL 60563

Federal Tax I.D. Number: 20-2421053

WATER SERVICE LINE AGREEMENT MEMORANDUM

This Supplemental Memorandum is executed by the parties hereto pursuant to the provisions of a certain Water Main Extension Agreement ("Agreement"), entered on the 27th day of August 2018, and attached hereto. The Agreement provides for installation by the Applicant with acceptance by Aqua Illinois, Inc. (Aqua) of certain water facilities (the "Extension"), which includes water service lines extending from the water main installed as a part of the Extension to the customer's property line ("Company Service Line"). It is hereby agreed and stipulated:

The Applicant shall be required to do the following:

1. Provide Aqua with detailed shop drawings of materials proposed for Company Service Line installations.
2. Coordinate with Aqua the observation of Company Service Line installation (minimum of two days of notice).
3. Provide and install Company Service Lines in accordance with Aqua's specifications and standard details.
4. Fully complete Aqua's Application for Service and Standard Water Service Line Measurement Card for each individual Company Service Line installed, and provide such Application and Measurement Card to Aqua when complete.
5. Assume full responsibility for performing any required or necessary restoration to areas damaged by Applicant's work.
6. Invoice Aqua within 30 days after completion of Company Service Line installation.
7. The total cost per Company Service Line shall be the following:
 - a. 51 Short Company Service Lines – Location being serviced is on the same side of the street as the water main - \$1,100.00
 - b. 22 Long Company Service Lines – Location being serviced is on the opposite side of the street as the water main - \$3,500.00

Aqua shall do the following:

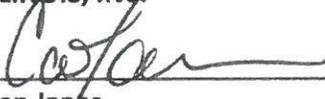
- A. Review shop drawings for compliance with Aqua's specifications and standard details.
- B. Perform any necessary observation of Company Service Line installation by the Applicant for compliance with Aqua's specifications and standard details.
- C. Pay the Applicant as per the amounts shown in Section 7a and 7b above, after:
 - i. Title to the Extension, including the Company Service Lines is transferred to Aqua in accordance with the Agreement.
 - ii. Aqua is satisfied that Applicant has met the obligations of Items 1 through 6.
 - iii. The Company Service Line is metered.

This Supplemental Memorandum shall be attached to and be treated as part of the Agreement in accordance with the provisions thereof.

**THE VILLAS AT THE COMMONS
HAWTHORN WOODS, ILLINOIS**

COMPANY:

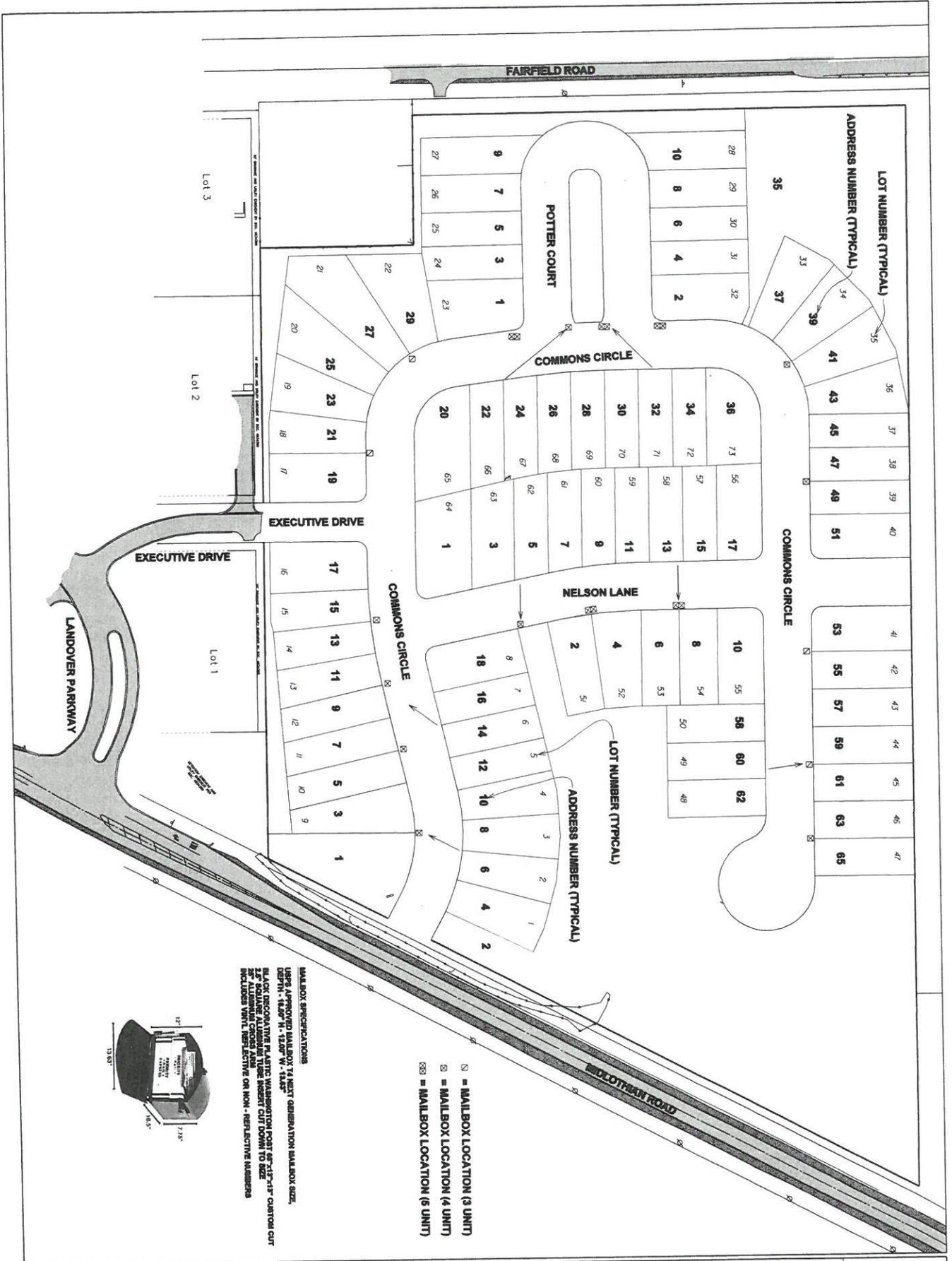
AQUA ILLINOIS, INC.

By:  10/11/18
Colton Jones (Date)
Director, Operations

APPLICANT:

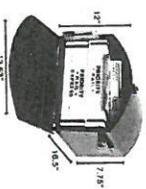
By:  09/20/18
(Date)
Printed Name: JASON POLAKOW

EXHIBIT D
MAILBOX EXHIBIT



- ☒ = MAILBOX LOCATION (3 UNIT)
- ☒ = MAILBOX LOCATION (4 UNIT)
- ☒ = MAILBOX LOCATION (6 UNIT)

MAILBOX SPECIFICATIONS
 USPS APPROVED MAILBOX 74 NEXT GENERATION MAILBOX SIZE,
 LENGTH - 14.5" H - 13.0" W - 13.5" D
 BLACK COPOLYMER PLASTIC WASHINGTON POST 66-757117 CUSTOM CUT
 2.7" SQUARE ALUMINUM TUBES SHOWN CUT DOWN TO SIZE
 INCLUDES VINYL REFLECTIVE ON NON-REFLECTIVE NUMBERS



ADDRESS / MAIL BOX EXHIBIT

4
 OF 1 SHEETS

DATE	BY	DESCRIPTION
REVISIONS	REVISED PER VILLAGE	
	REVISED PER USPS	

THE VILLAS AT THE COMMONS

PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 100 W. WINDCRESSER ROAD - SUITE 200
 LITTLE ROCK, AR 72116
 PHONE: (501) 387-4717
 FAX: (501) 387-4718
 E-MAIL ADDRESS: pba@pearsonbrown.com
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NORTH

SCALE: 1" = 50'

EXHIBIT E

FINAL ENGINEERING PLANS AND SPECIFICATIONS

THE VILLAS AT THE COMMONS

SCALE: 1" = 20'

NORTH

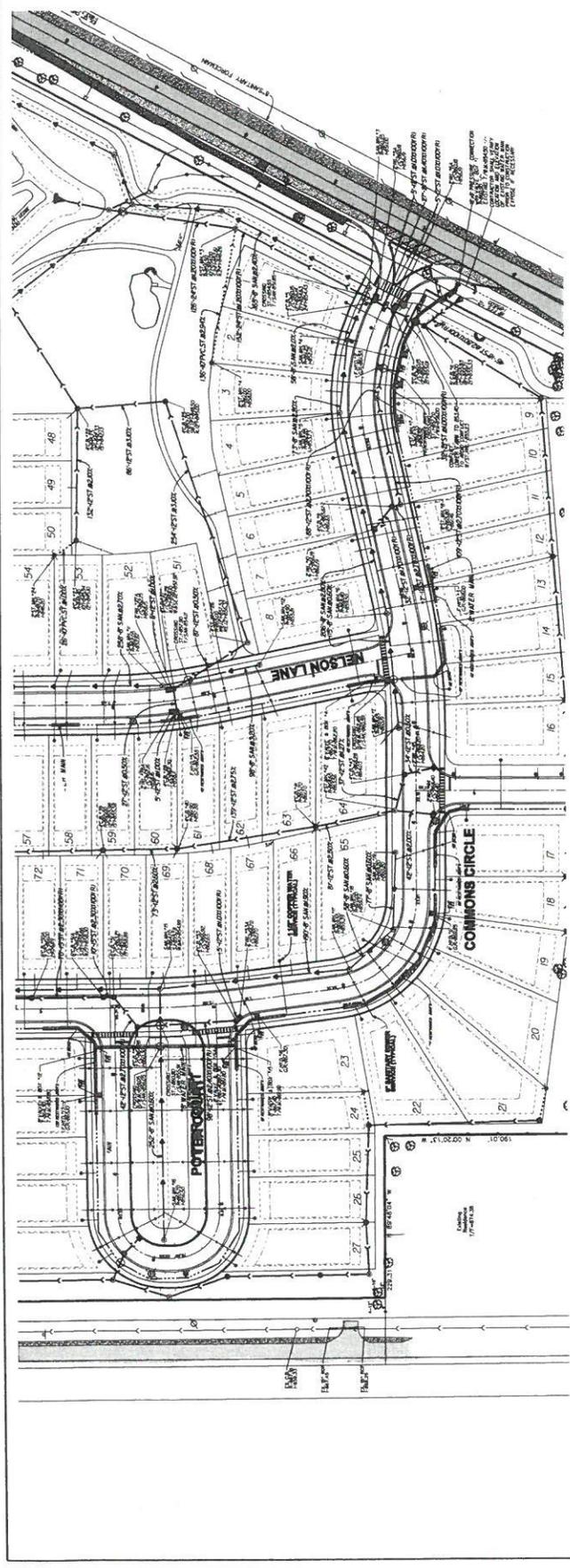
DESIGNED BY: G.A.L.
 CHECKED BY: A.Z.K.
 ORIGINAL SCALE: 1/8" = 1'

PEARSON, BROWN & ASSOCIATES, INC.
 1000 W. WASHINGTON ROAD - SUITE 200
 COLUMBIA, MISSOURI 65201
 PHONE (314) 437-1000
 FAX (314) 437-1001

DATE BY
 REVISIONS

PLAN & PROFILE

JOB NO. 17123
 SHEET NUMBER **6**
 OF 24 SHEETS



THE VILLAS AT THE COMMONS

PEARSON, BROWN & ASSOCIATES, INC.
 1000 W. BROADWAY ROAD, SUITE 200
 LITTLE ROCK, AR 72202
 PHONE (501) 382-4277
 FAX (501) 382-4277

DESIGNED BY: P.B.A.
 CHECKED BY: A.Z.K.
 ORIGINAL SCALE: 1/8" = 1'-0"

DATE: 12/15/03
 DESCRIPTION: REVISED PER VILLAGE & COMMONS

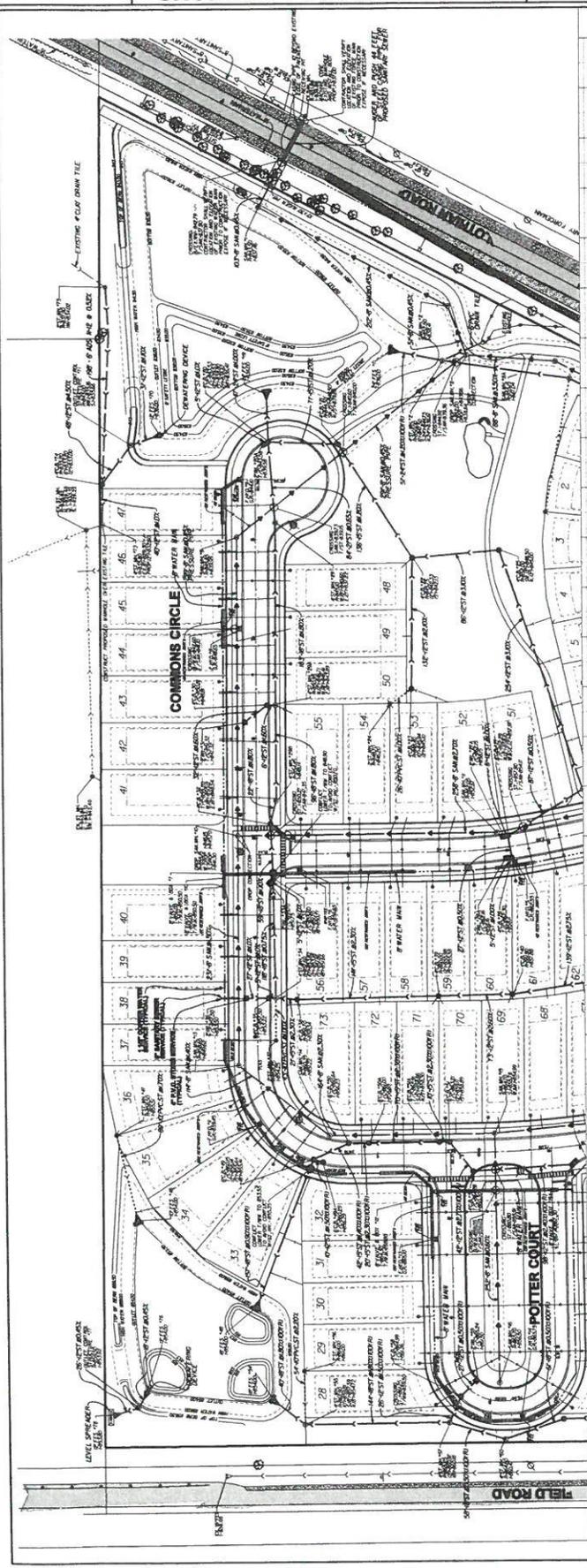
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NORTH

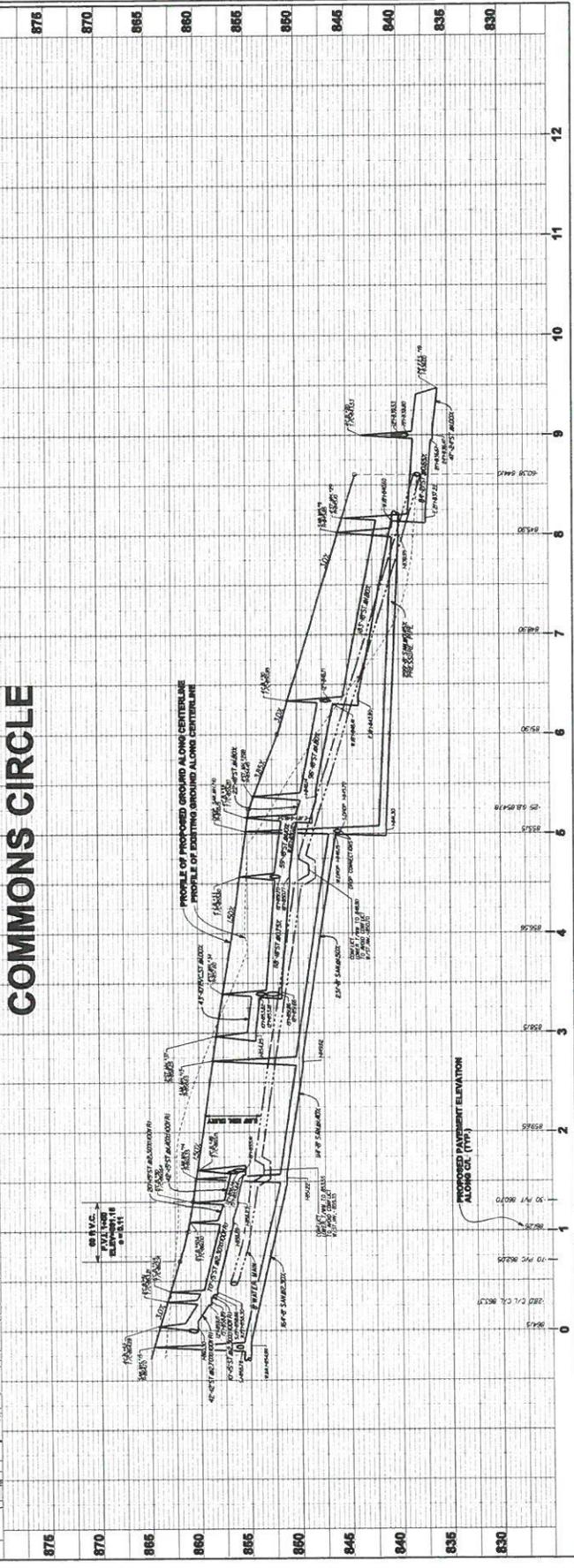
NO.	DATE	DESCRIPTION
1	12/15/03	REVISED PER VILLAGE & COMMONS

REVISIONS

SHEET NUMBER
10
 OF 24 SHEETS



COMMONS CIRCLE



THE VILLAS AT THE COMMONS

PEARSON, BROWN & ASSOCIATES, INC.
 VILLAGE OF HAWTHORNE WOODS, ILLINOIS
 100 W. WENDELL ROAD - BATTLE GROVE, ILLINOIS 60015
 PHONE (708) 397-3700
 FAX (708) 397-3700
 WWW.PEARSONBROWN.COM

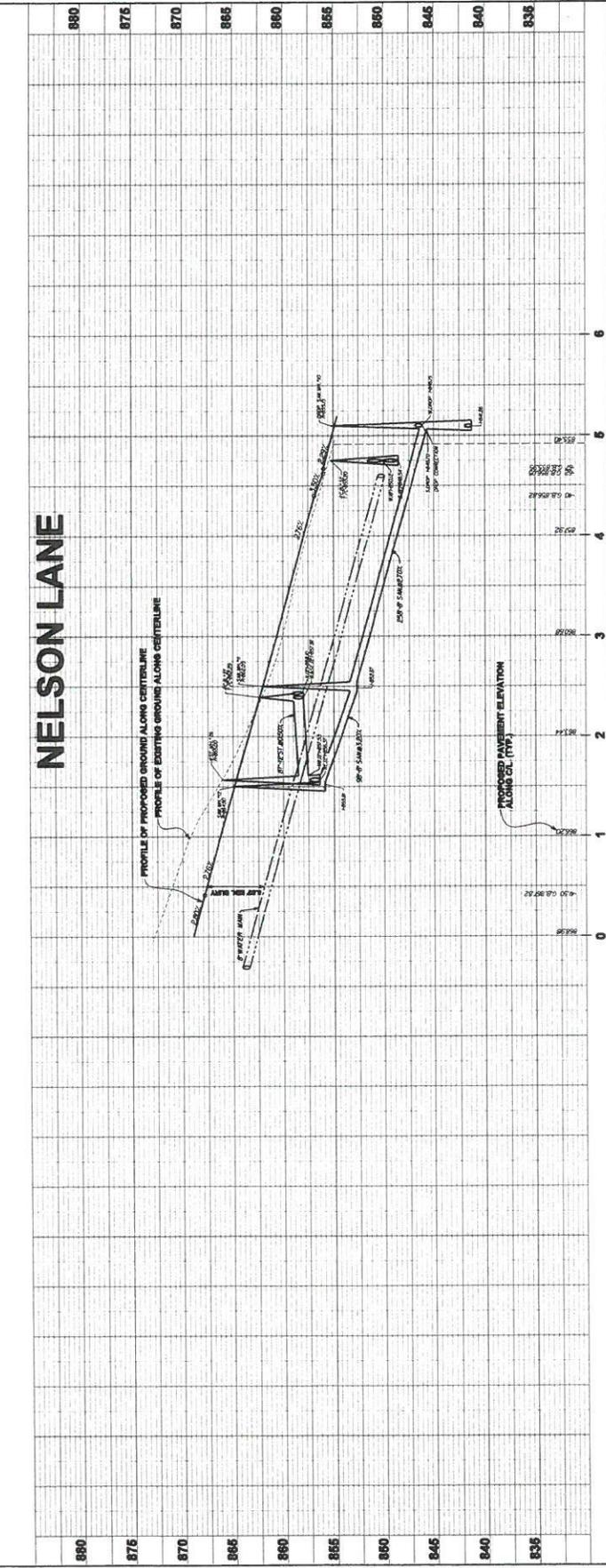
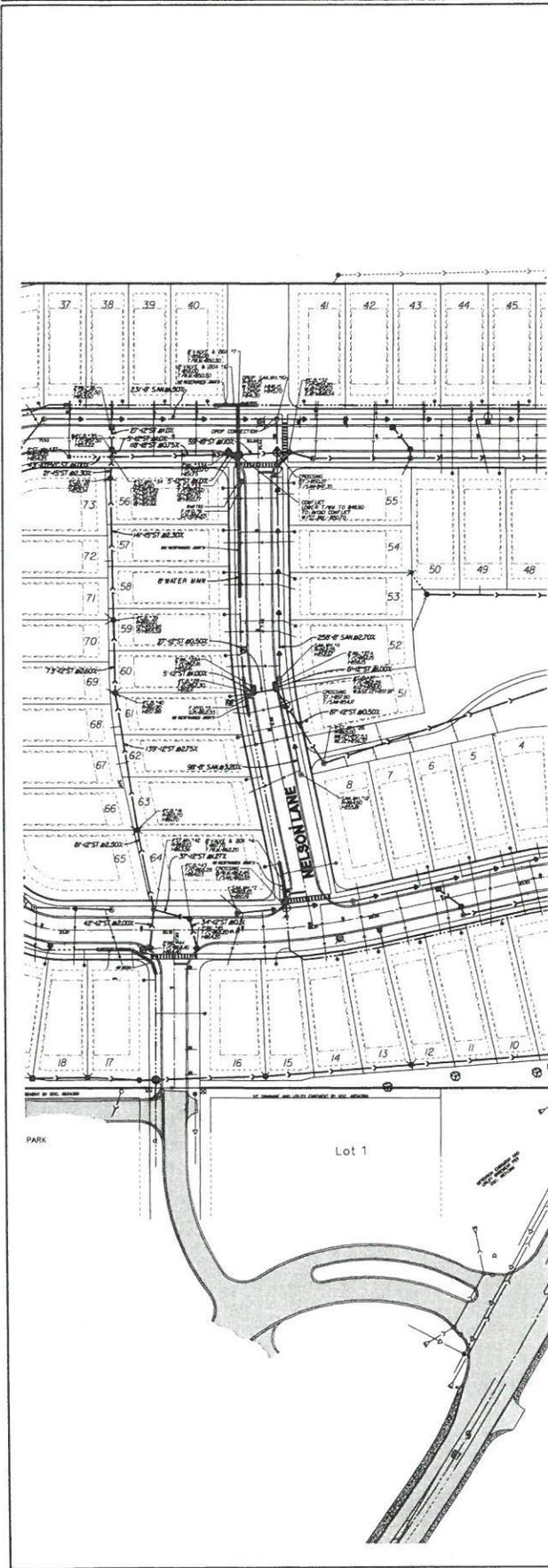
DESIGNED BY: R.A.Z.
 DRAWN BY: R.C.A.
 CHECKED BY: A.Z.K.
 ORIGINAL ISSUE: 02/20/12

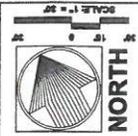
SCALE: 1" = 30'

NORTH

PLAN & PROFILE

DATE BY: _____
 REVISIONS: _____
 SHEET NUMBER: **11**
 OF 24 SHEETS





THE VILLAS AT THE COMMONS
 VILLAS OF MIDDLEBURY WOOD ALLOYS

DESIGNED BY: R.A.Z.
 CHECKED BY: A.Z.K.
 ORIGINAL SCALE: 1/8"=1'-0"

PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1585 W. WINDHAM ROAD - SUITE 200
 FERRISBURGH, NY 14752
 PHONE: (607) 837-8200
 FAX: (607) 837-8207
 E-MAIL: ADDRESS: pearsonbrown@pearsonbrown.com
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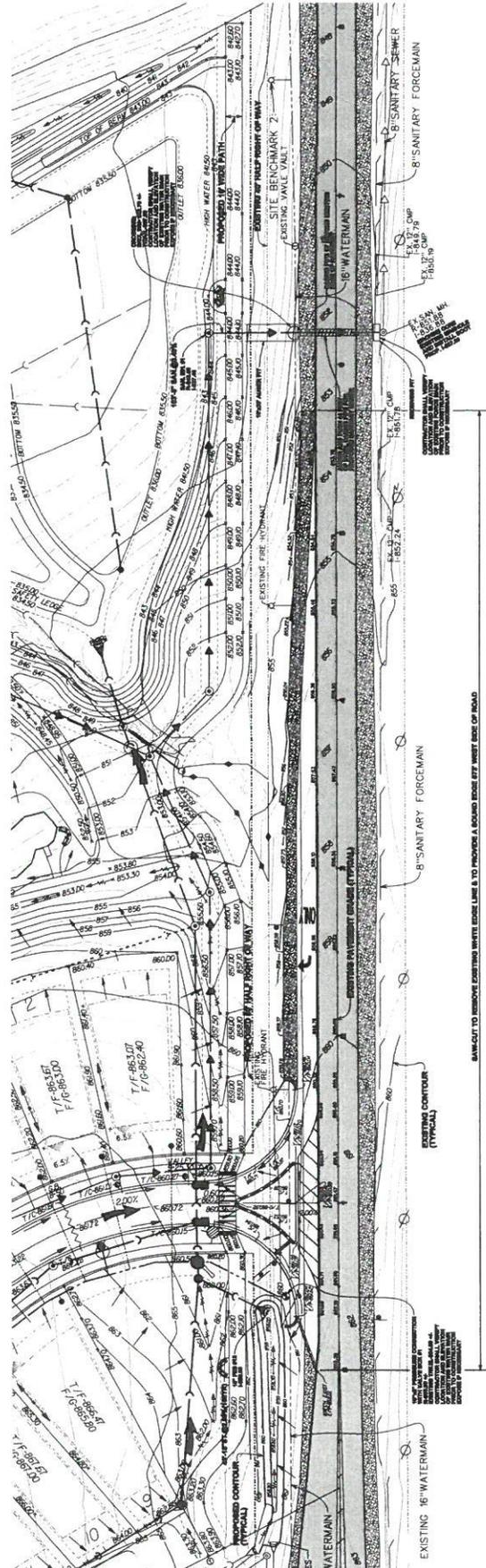
GRADING & UTILITY
MIDLOTHIAN ROAD

SHEET NUMBER: **20**
 OF 24 SHEETS

DATE	BY	DESCRIPTION

MIDLOTHIAN ROAD - 50 MPH
 THE VILLAS AT THE COMMONS

- NOTES:
1. CONTRACTOR SHALL CALL AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
 2. CONTRACTOR SHALL VERIFY ALL LOCATIONS UTILITIES PRIOR TO CONSTRUCTION.
 3. CONTRACTOR SHALL VERIFY ALL LOCATIONS UTILITIES PRIOR TO CONSTRUCTION.
 4. CONTRACTOR SHALL VERIFY ALL LOCATIONS UTILITIES PRIOR TO CONSTRUCTION.
 5. CONTRACTOR SHALL VERIFY ALL LOCATIONS UTILITIES PRIOR TO CONSTRUCTION.
 6. CONTRACTOR SHALL VERIFY ALL LOCATIONS UTILITIES PRIOR TO CONSTRUCTION.
 7. CONTRACTOR SHALL VERIFY ALL LOCATIONS UTILITIES PRIOR TO CONSTRUCTION.
 8. CONTRACTOR SHALL VERIFY ALL LOCATIONS UTILITIES PRIOR TO CONSTRUCTION.
 9. CONTRACTOR SHALL VERIFY ALL LOCATIONS UTILITIES PRIOR TO CONSTRUCTION.
 10. CONTRACTOR SHALL VERIFY ALL LOCATIONS UTILITIES PRIOR TO CONSTRUCTION.



BANK-OUT TO REMOVE EXISTING WHITE EDGE LINE & TO PROVIDE A ROUND EDGE OFF WHITE EDGE OF ROAD.

EXISTING 18" WATERMAN

EXISTING 8" SANITARY FORCEMAIN

REVISIONS

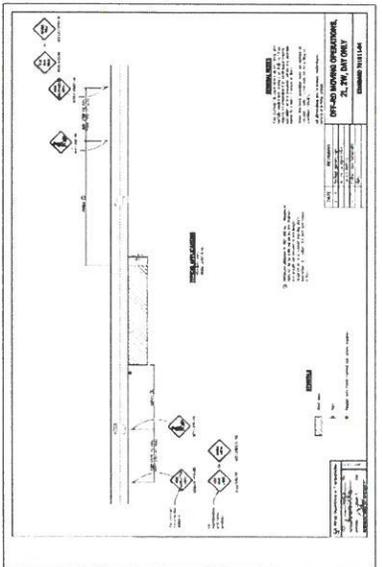
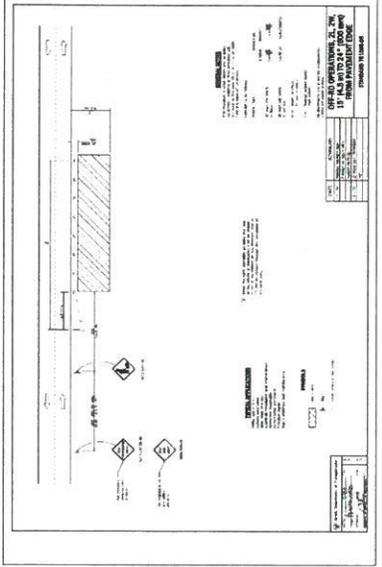
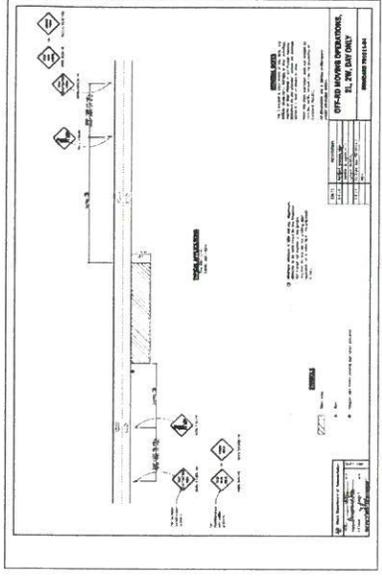
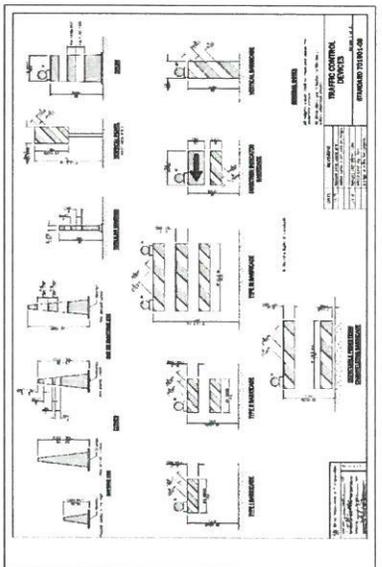
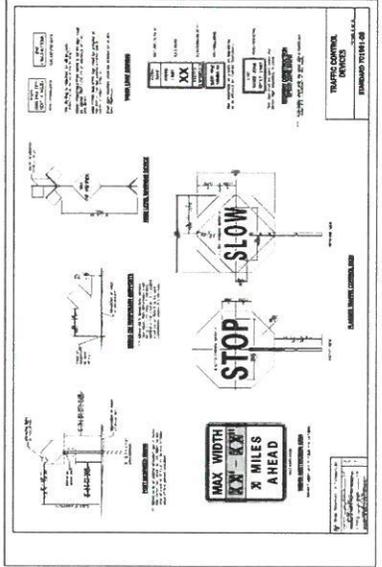
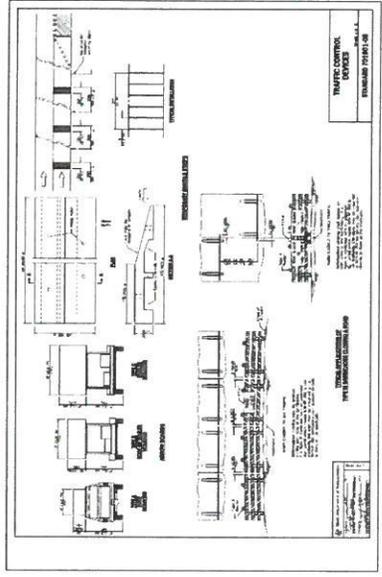
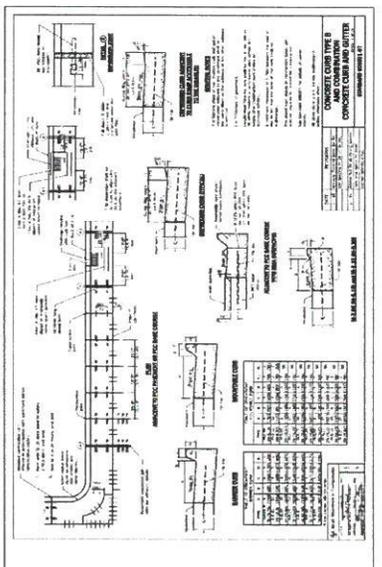
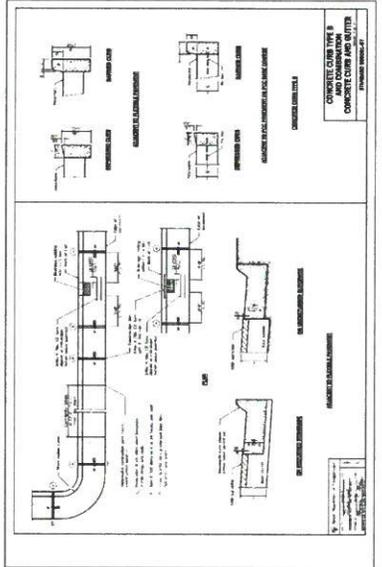
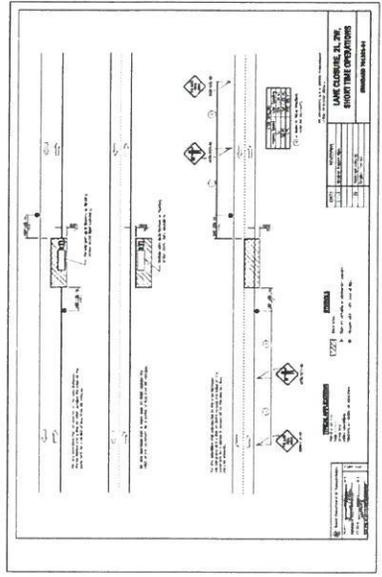
DATE	BY	DESCRIPTION

DESIGNED BY: G.Z.
DRAWN BY: R.C.A.
CHECKED BY: A.Z.K.
ORIGINAL ISSUE: 1/20/73

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WENCHER ROAD, SUITE 205
LIBERTYVILLE, IL 62448
PHONE: (618) 281-2587
FAX: (618) 281-2587
E-MAIL: ADDRESS: jason@pearsonbrown.com

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THE VILLAS AT THE COMMONS



**CROSS SECTION
 FARFIELD RD BASIN SECTIONS**

REVISIONS

DATE BY

DESCRIPTION

DESIGNED BY: A.L.Z.
 CHECKED BY: A.Z.K.
 ORIGINAL SCALE: 1/8"=1'-0"



PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1525 W. WINGFIELD ROAD - SUITE 200
 BIRMINGHAM, AL 35243
 PHONE (205) 987-2200
 FAX (205) 987-2201
 WWW.PEARSONBROWN.COM

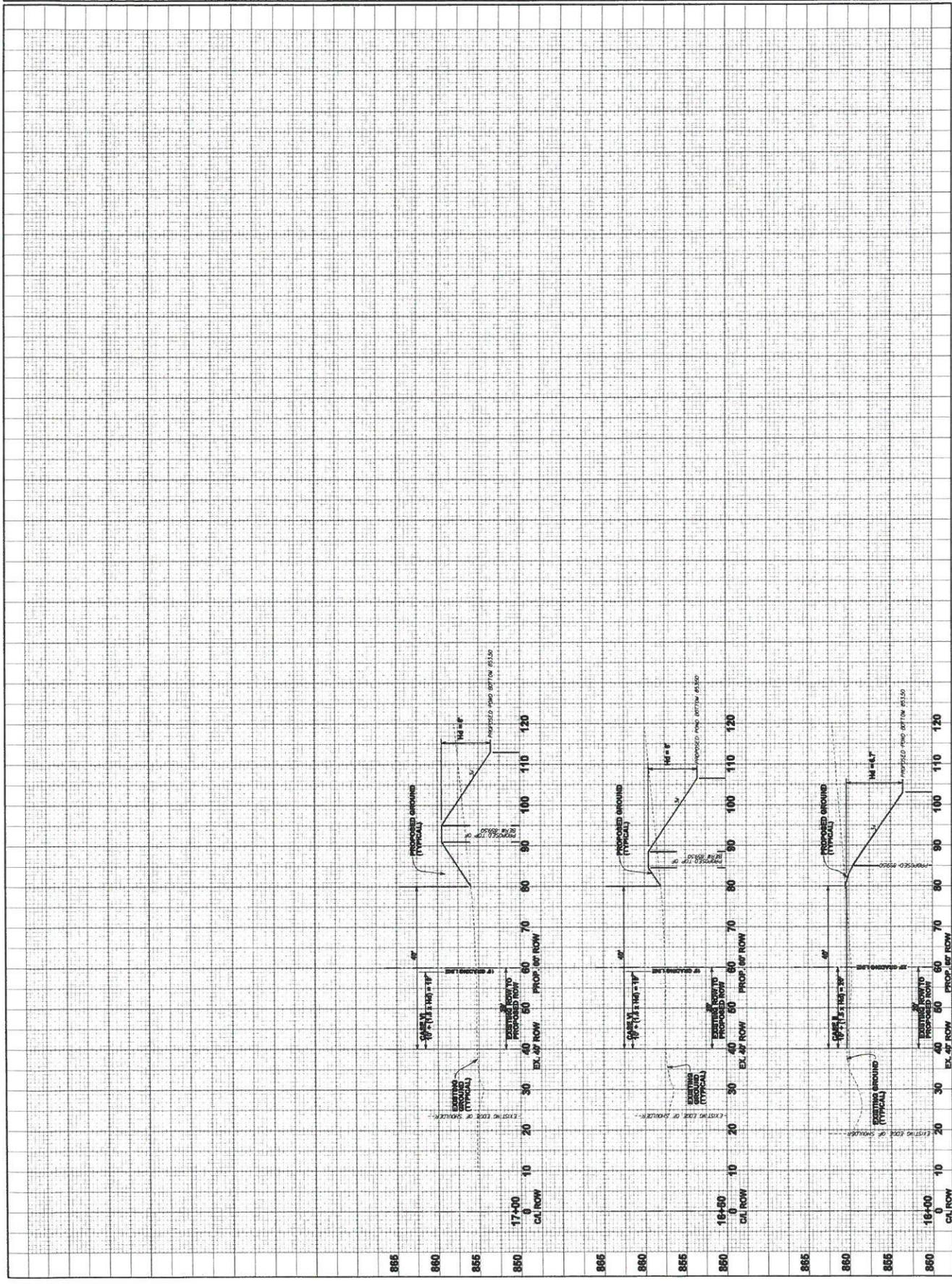
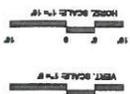


EXHIBIT F

ENGINEER'S ESTIMATE OF PROBABLE COSTS FOR IMPROVEMENTS

PEARSON, BROWN & ASSOCIATES, INC.

THE VILLAS AT THE COMMONS - OPINION OF PROBABLE COST
 HAWTHORN WOODS, ILLINOIS

JOB #: 17132
 DATE: 11/20/2018
 REV DATE: 1/16/2019

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SANITARY SEWER				
8" PVC SDR 26 ASTM D-3034, JOINTS ASTM D-3212	2,511	LF	\$32.00	\$80,352.00
8" PVC SDR 26 ASTM D-2241, JOINTS ASTM D-3139 AND ELASOMETRIC SEAL ASTM F477	590	LF	\$35.00	\$20,650.00
6" PVC SDR 26 AST, D-3034, JOINTS ASTM D-3212 (NEAR INC. GTBF)	28	EA	\$665.00	\$18,620.00
6" PVC SDR 26 ASTM D-2241, JOINTS ASTM D-3139 AND ELASOMETRIC SEAL ASTM F477 (NEAR INC. GTBF)	7	EA	\$700.00	\$4,900.00
6" PVC SDR 26 AST, D-3034, JOINTS ASTM D-3212 (FAR INCL. GTBF)	35	EA	\$2,200.00	\$77,000.00
6" PVC SDR 26 ASTM D-2241, JOINTS ASTM D-3139 AND ELASOMETRIC SEAL ASTM F477 (FAR INC. GTBF)	3	EA	\$2,500.00	\$7,500.00
4' SANITARY MANHOLE, COMPLETE	18	EA	\$2,800.00	\$50,400.00
4' DROP SANITARY MANHOLE, COMPLETE	2	EA	\$3,800.00	\$7,600.00
CONNECT TO EXISTING MANHOLE	1	EA	\$3,700.00	\$3,700.00
AUGER AND PUSH STEEL CASING PIPE	44	LF	\$460.00	\$20,240.00
TELEWISE SANITARY SEWER	2,511	LF	\$2.00	\$5,022.00
GRANULAR TRENCH BACKFILL	400	LF	\$43.00	\$17,200.00
TOTAL SANITARY SEWER				\$313,184.00
WATER MAIN				
8" DIP WATER MAIN	3,035	LF	\$44.00	\$133,540.00
1 1/2" WATER SERVICE COMPLETE (NEAR INCL. GTBF)	47	EA	\$855.00	\$40,185.00
1 1/2" WATER SERVICE COMPLETE (FAR INCL. GTBF)	26	EA	\$1,800.00	\$46,800.00
FIRE HYDRANT COMPLETE	11	EA	\$3,700.00	\$40,700.00
VALVE & VALVE BOX COMPLETE	7	EA	\$2,000.00	\$14,000.00
16" X 8" PRESSURE CONNECTION	1	EA	\$6,500.00	\$6,500.00
CONNECT TO EXISTING 8" STUB	1	EA	\$1,800.00	\$1,800.00
GRANULAR TRENCH BACKFILL	265	LF	\$17.00	\$4,505.00
TOTAL WATER MAIN				\$288,030.00

PEARSON, BROWN & ASSOCIATES, INC.

THE VILLAS AT THE COMMONS - OPINION OF PROBABLE COST
HAWTHORN WOODS, ILLINOIS

JOB #: 17132
DATE: 11/20/2018
REV DATE: 1/16/2019

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
STORM SEWER				
24" RCP STORM SEWER	376	LF	\$47.50	\$17,860.00
21" RCP STORM SEWER	143	LF	\$40.75	\$5,827.25
18" RCP STORM SEWER	1,076	LF	\$33.00	\$35,508.00
15" RCP STORM SEWER	877	LF	\$29.00	\$25,433.00
12" RCP STORM SEWER	2,368	LF	\$25.00	\$59,200.00
10" PVC STORM SEWER	415	LF	\$31.00	\$12,865.00
6" PVC DRAIN TILE	42	LF	\$27.00	\$1,134.00
6" ADS N-12	198	LF	\$27.00	\$5,346.00
24" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	2	EA	\$2,340.00	\$4,680.00
18" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	3	EA	\$1,850.00	\$5,550.00
12" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	3	EA	\$900.00	\$2,700.00
10" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	1	EA	\$800.00	\$800.00
5' STORM MANHOLE, COMPLETE	1	EA	\$2,550.00	\$2,550.00
4' STORM MANHOLE, COMPLETE	13	EA	\$1,600.00	\$20,800.00
2' STORM MANHOLE, COMPLETE	8	EA	\$1,100.00	\$8,800.00
6' CATCH BASIN, COMPLETE	6	EA	\$4,500.00	\$27,000.00
5' CATCH BASIN, COMPLETE	2	EA	\$2,700.00	\$5,400.00
4' CATCH BASIN, COMPLETE	32	EA	\$1,700.00	\$54,400.00
2' STORM INLET, COMPLETE	14	EA	\$1,095.00	\$15,330.00
OUTLET CONTROL STRUCTURE, COMPLETE	2	EA	\$6,200.00	\$12,400.00
CONSTRUCT 4' STORM MANHOLE OVER EXISTING STORM SEWER	1	EA	\$3,500.00	\$3,500.00
CONNECT TO EXISTING STRUCTURE	1	EA	\$1,845.00	\$1,845.00
CONNECT TO EXISTING STORM SEWER	1	EA	\$1,650.00	\$1,650.00
4" PVC SDR 26 STORM SERVICE NEAR, COMPLETE	61	EA	\$270.00	\$16,470.00

PEARSON, BROWN & ASSOCIATES, INC.

THE VILLAS AT THE COMMONS - OPINION OF PROBABLE COST
HAWTHORN WOODS, ILLINOIS

JOB #: 17132
DATE: 11/20/2018
REV DATE: 1/16/2019

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
4" PVC SDR 26 STORM SERVICE FAR, COMPLETE	12	EA	\$1,200.00	\$14,400.00
DEWATERING DEVICE	2	EA	\$2,815.00	\$5,630.00
LEVEL SPREADER	1	EA	\$2,000.00	\$2,000.00
GRANULAR TRENCH BACKFILL	910	LF	\$22.00	\$20,020.00
TELEWISE 100 YEAR STORM SEWER	2,381	LF	\$2.00	\$4,762.00
TOTAL STORM SEWER				\$393,860.25
<u>PAVING</u>				
1-1/2" HMA SURFACE COURSE, MIX D, N50	8,755	SY	\$7.00	\$61,285.00
3-1/2" HMA BINDER COURSE, MIX IL 19.0, N50	8,755	SY	\$15.00	\$131,325.00
10" AGGREGATE BASE COURSE, CA-6	8,755	SY	\$14.00	\$122,570.00
TYPE B-6.12 CONCRETE CURB & GUTTER (INCL. STONE BASE)	542	LF	\$20.00	\$10,840.00
TYPE M-3.12 CONCRETE CURB & GUTTER (INCL. STONE BASE)	5,355	LF	\$17.25	\$92,373.75
5' SIDEWALK (5" PCC W/4" CA-6 BEDDING) (6" PCC W/4" CA-6 @ DRIVEWAYS) INCL. ACCESSIBLE RAMPS AND DETECTABLE WARNINGS	25,485	SF	\$6.00	\$152,910.00
3" HMA SURFACE (10' PATH) INCL. ACCESSIBLE RAMPS AND DETECTABLE WARNINGS	994	SY	\$20.80	\$20,675.20
8" AGGREGATE BASE (10' PATH)	994	SY	\$16.10	\$16,003.40
2" HMA SURFACE (5' PATH)	644	SY	\$14.80	\$9,531.20
8" AGGREGATE BASE (5' PATH)	644	SY	\$16.10	\$10,368.40
DETECTABLE WARNINGS	12	EA	\$300.00	\$3,600.00
EXISTING CURB REMOVAL	23	LF	\$10.00	\$230.00
EXISTING PAVEMENT REMOVAL	24	SY	\$12.00	\$288.00
SAW-CUT EXISTING PAVEMENT	82	LF	\$2.00	\$164.00
STREET SIGNS (ON-SITE)	13	EA	\$200.00	\$2,600.00
CROSSWALKS	500	LF	\$2.00	\$1,000.00
TOTAL PAVING				\$635,763.95

PEARSON, BROWN & ASSOCIATES, INC.

THE VILLAS AT THE COMMONS - OPINION OF PROBABLE COST
 HAWTHORN WOODS, ILLINOIS

JOB #: 17132
 DATE: 11/20/2018
 REV DATE: 1/16/2019

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>GRADING, & EROSION CONTROL</u>				
STRIP SITE AS NEEDED, CUT & FILL R.O.W. & PAVEMENT AREAS TO SUBGRADE CUT & FILL BUILDING PADS TO SUBGRADE. FINE GRADE ROADWAY & BACKFILL CURB. CUT FILL POND AREAS TO SUBGRADE. RESPREAD POND AREAS. TEMPORARY SEEDING AT PONDS, STOCK PILES, & ROW.	1	LS	\$400,000.00	\$400,000.00
SILT FENCE	2,720	LF	\$2.00	\$5,440.00
NAG S75BN EROSION CONTROL BLANKET	4,235	SY	\$1.50	\$6,352.50
NAG SC150BN EROSION CONTROL BLANKET	3,025	SY	\$2.50	\$7,562.50
TEMPORARY SEEDING	6.50	AC	\$1,700.00	\$11,050.00
SITE CLEARING AND TREE REMOVAL	1	LS	\$2,000.00	\$2,000.00
30'x100' STABILIZED CONSTRUCTION ENTRANCE (INC. MAINTENANCE)	1	EA	\$3,500.00	\$3,500.00
CONCRETE WASHOUT (INC. MAINTENANCE)	1	EA	\$1,500.00	\$1,500.00
DROP-IN INLET PROTECTION (STORM STRUCTURES IN PAVED AREAS)	33	EA	\$155.00	\$5,115.00
ERO-TEX WELDED WIRE MONOFILAMENT INLET PROTECTION (STORM STRUCTURES IN GRASSY AREAS)	22	EA	\$250.00	\$5,500.00
GEORIDGE DITCH CHECK	12	EA	\$350.00	\$4,200.00
TOTAL GRADING & EROSION CONTROL				\$452,220.00
<u>STREET LIGHTING</u>				
STREET LIGHT (COMPLETE INCL. WIRING)	10	EA	\$8,540.00	\$85,400.00
CONDUIT CROSSING (FOR DRY UTILITIES AND STREET LIGHTS)	5	EA	\$1,500.00	\$7,500.00
TOTAL STREET LIGHTING				\$92,900.00

PEARSON, BROWN & ASSOCIATES, INC.

THE VILLAS AT THE COMMONS - OPINION OF PROBABLE COST
HAWTHORN WOODS, ILLINOIS

JOB #: 17132
DATE: 11/20/2018
REV DATE: 1/16/2019

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
RECAPITULATION				
SANITARY SEWER				\$313,184.00
WATER MAIN				\$288,030.00
STORM SEWER				\$393,860.25
PAVING				\$635,763.95
GRADING & EROSION CONTROL				\$452,220.00
STREET LIGHTING				\$92,900.00
TOTAL OPINION OF PROBABLE COST				<u>\$2,175,958.20</u>
BOND AMOUNT (110%)				\$2,393,554.02

NOTE:

THIS ENGINEER'S SCHEDULE OF QUANTITIES HAS BEEN PREPARED BASED UPON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COST AND DOES NOT INCLUDE THE FOLLOWING: COMMERCIAL ACCESS DRIVE, LANDSCAPING (INCLUDING POND SEEDING), TAP ON FEES, PERMITS, DEWATERING OTHER THAN SPECIFICALLY LISTED ABOVE, TIGHT SHEETING, HAUL OFF OF EXCESS MATERIAL, ANY WET OR DRY UTILITY RELOCATION OR ANY DRIVEWAYS TO PROPOSED LOTS.

ANY ITEM NOT SPECIFICALLY REFERENCED ABOVE SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION OF THE PROJECT AND SHOULD BE INCLUDED IN THE UNIT PRICE OF THE PROPOSED IMPROVEMENTS.

EXHIBIT G
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 K. HOVNANIAN T & C HOMES OF
ILLINOIS, LLC
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 K. HOVNANIAN T & C HOMES OF ILLINOIS, LLC (hereafter referred to as “Developer”), do hereby covenant and agree, one with the other,

THAT:

WHEREAS, Developer is the owner of the property known as The Villas at the Commons 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 not yet 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 establishment of said speed limits and traffic controls and the enforcement of these restrictions by the Village in no way constitutes a dedication of any of the Developer's real property to public use until such time as the Village's FINAL ACCEPTANCE of said real property.
9. That this Agreement shall be binding upon any and all successors, assigns or grantees of the Developer.
10. That the Village will cause this Agreement to be promptly recorded with the Lake County Recorder of Deeds Office at the Developer's expense.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the appropriate officers and their corporate seals affixed this _____ day of _____ 20 .

VILLAGE OF HAWTHORN WOODS

By: _____
Joseph Mancino, Mayor

ATTEST:

By: _____
Donna Lobaito, Village Clerk

DEVELOPER

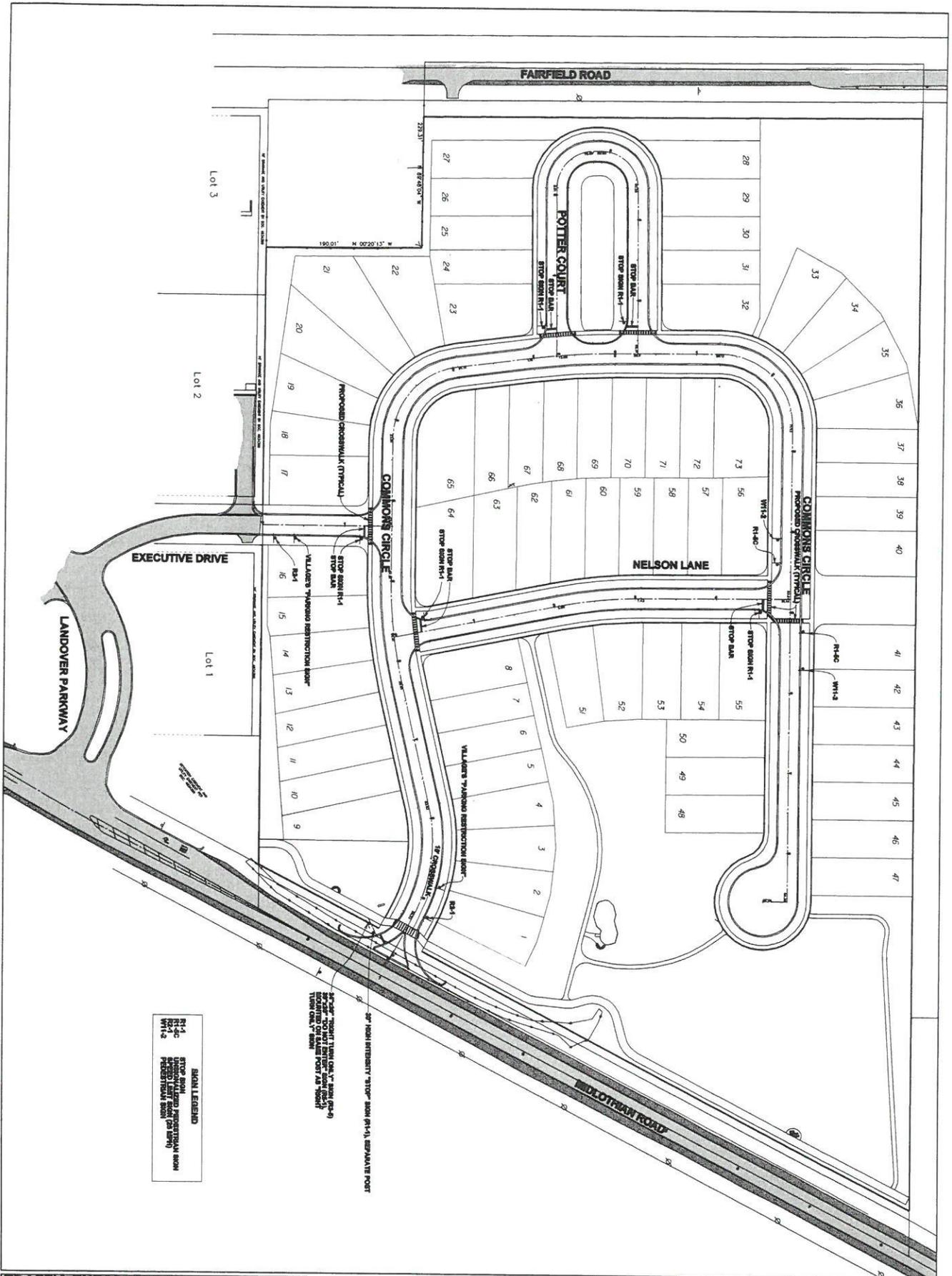
K. HOVNANIAN T & C HOMES OF ILLINOIS, LLC

By: _____
Its _____

By: _____
Its _____

**TRAFFIC ENFORCEMENT AGREEMENT
EXHIBIT A**

TRAFFIC ENFORCEMENT AGREEMENT MAP



SIGN LEGEND
 R1-4 STOP SIGN
 R1-4C UNIVERSALIZED PERSPECTIVAL SIGN
 W11-4 PERSPECTIVAL SIGN

32" HIGH INTERMEDIATE STOP SIGN R1-11, SEPARATE POST
 32" HIGH INTERMEDIATE STOP SIGN R1-11, SEPARATE POST
 32" HIGH INTERMEDIATE STOP SIGN R1-11, SEPARATE POST
 32" HIGH INTERMEDIATE STOP SIGN R1-11, SEPARATE POST

TRAFFIC ENFORCEMENT AGREEMENT MAP

SHEET NUMBER
1
 OF 1 SHEETS
 JOB No. 1718

DATE	BY	DESCRIPTION
SUBMIT	RCJ	REVISED PER VILLAGE
REVISIONS		

THE VILLAS AT THE COMMONS

VILLAGE OF HARTWORM WOOD, BLANCKENHURST
PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1803 W. WINGBETTER ROAD - SUITE 202
 LIBERTYVILLE, IL 62248
 PHONE: (618) 265-4747
 FAX: (618) 267-0587
 E-MAIL ADDRESS: pearsonbrown@pearsonbrown.com
 © COPYRIGHT 2010 PEARSON, BROWN & ASSOCIATES, INC. ALL RIGHTS RESERVED

NORTH

SCALE: 1" = 50'

EXHIBIT H
SALES OFFICE PLAN

30'x60' PARKING LOT
 2" HMA SURFACE COURSE
 6" AGGREGATE BASE COURSE CA-6

MODEL HOME LOT

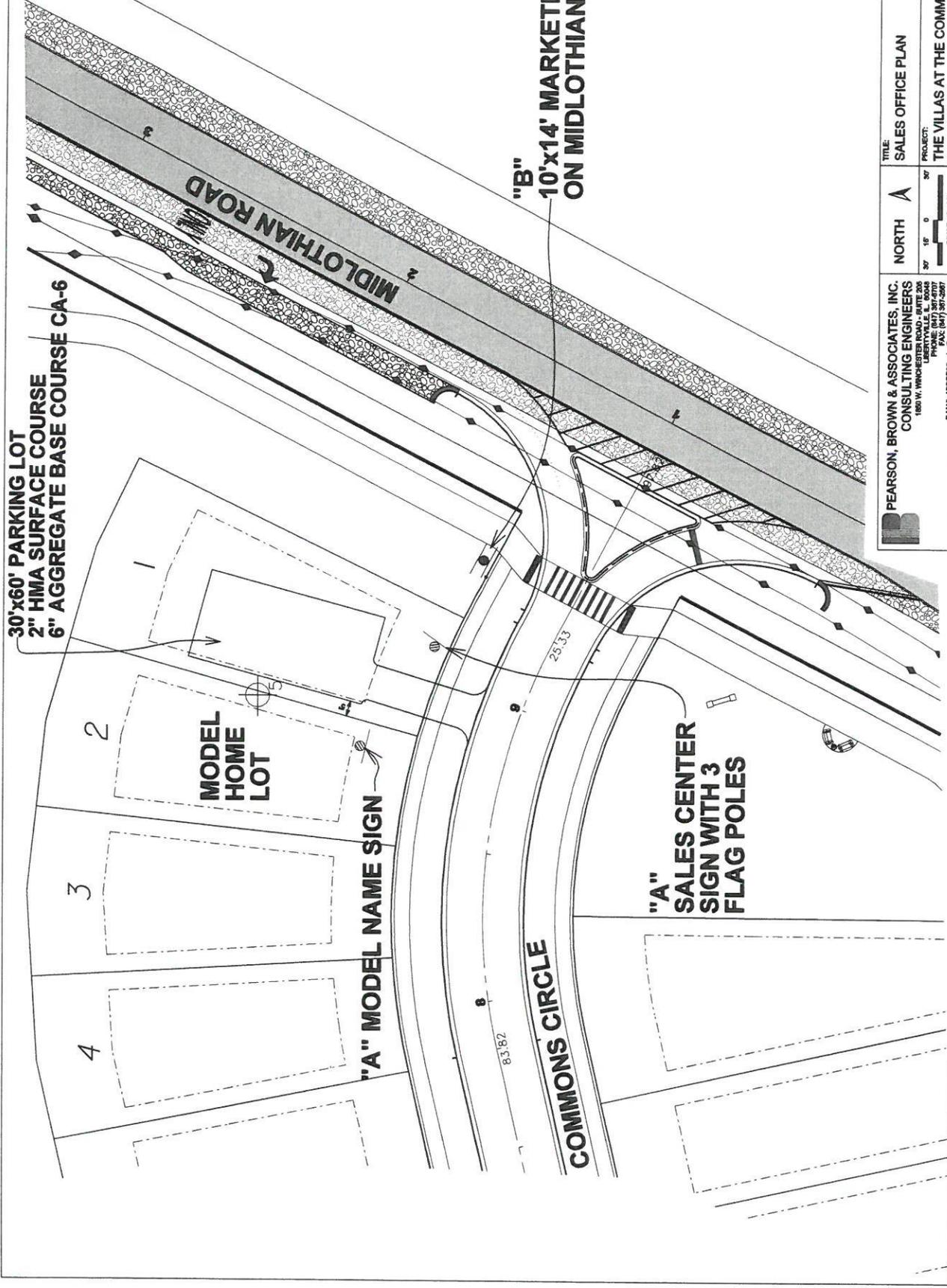
"A" MODEL NAME SIGN

COMMONS CIRCLE

"A" SALES CENTER SIGN WITH 3 FLAG POLES

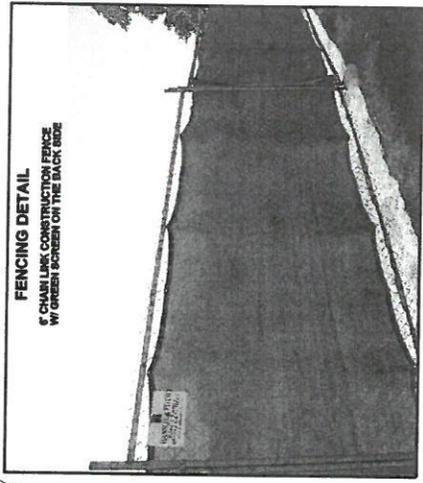
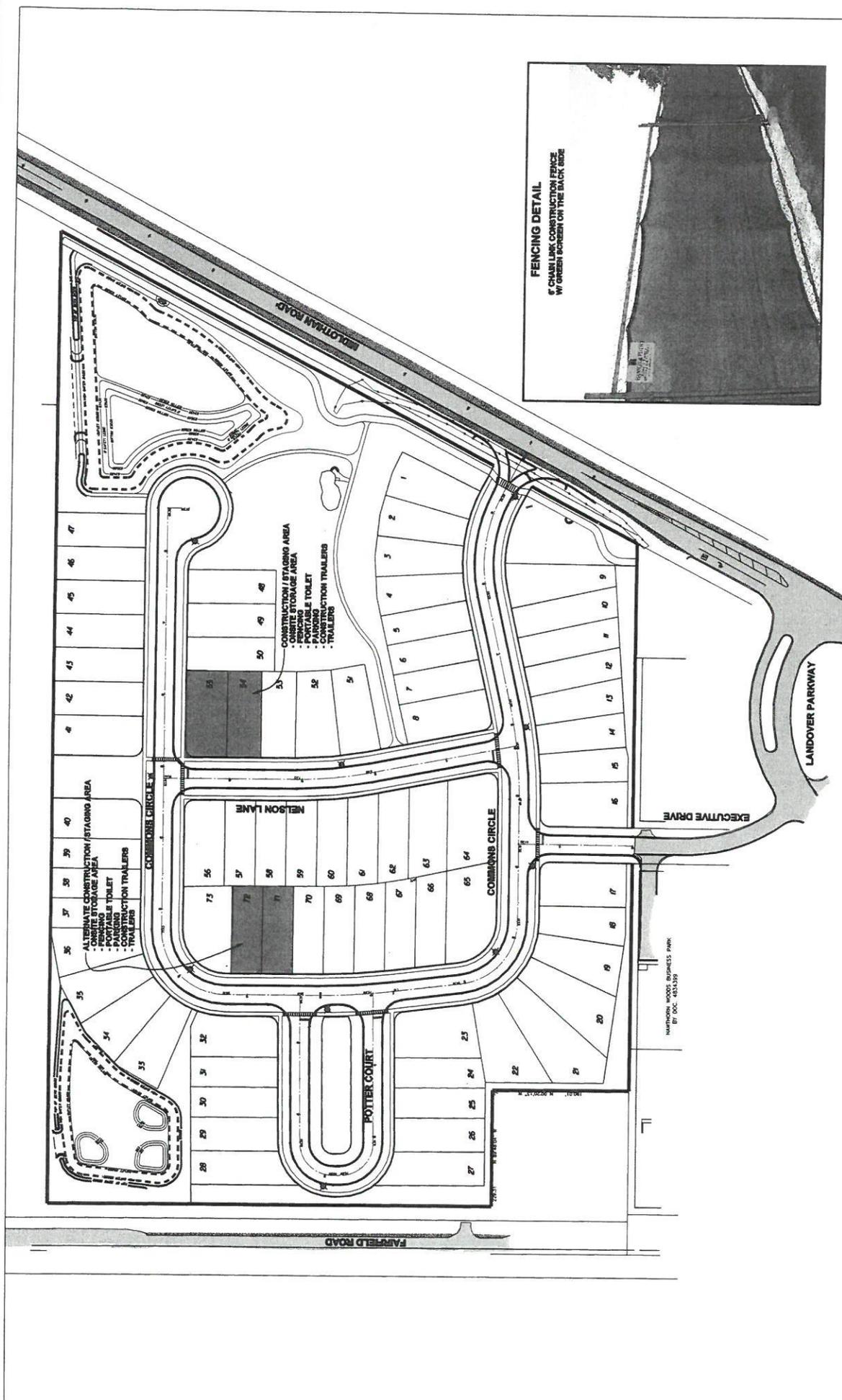
MIDLOTHIAN ROAD

"B" 10'x14' MARKETING SIGN ON MIDLOTHIAN RD.



PEARSON, BROWN & ASSOCIATES, INC. CONSULTING ENGINEERS 1800 W. WINCHESTER ROAD, SUITE 300 LIBERTYVILLE, IL 62438 PH: (618) 397-2807 FAX: (618) 397-2807 E-MAIL ADDRESS: pearsonbrown.com	NORTH 	EXHIBIT 3
	TITLE: SALES OFFICE PLAN PROJECT: THE VILLAS AT THE COMMONS HAWTHORN WOODS, IL PROJECT NO.: 11183 DATE: 07/2014	SCALE: 1" = 30'

EXHIBIT I
CONSTRUCTION OFFICE & EQUIPMENT STAGING PLAN



PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1800 W. WYNNESTER ROAD - SUITE 200
 LIBERTYVILLE, IL 60088
 PHONE: (630) 367-2907
 FAX: (630) 367-2907
 EMAIL ADDRESS: pba@pearsonbrown.com

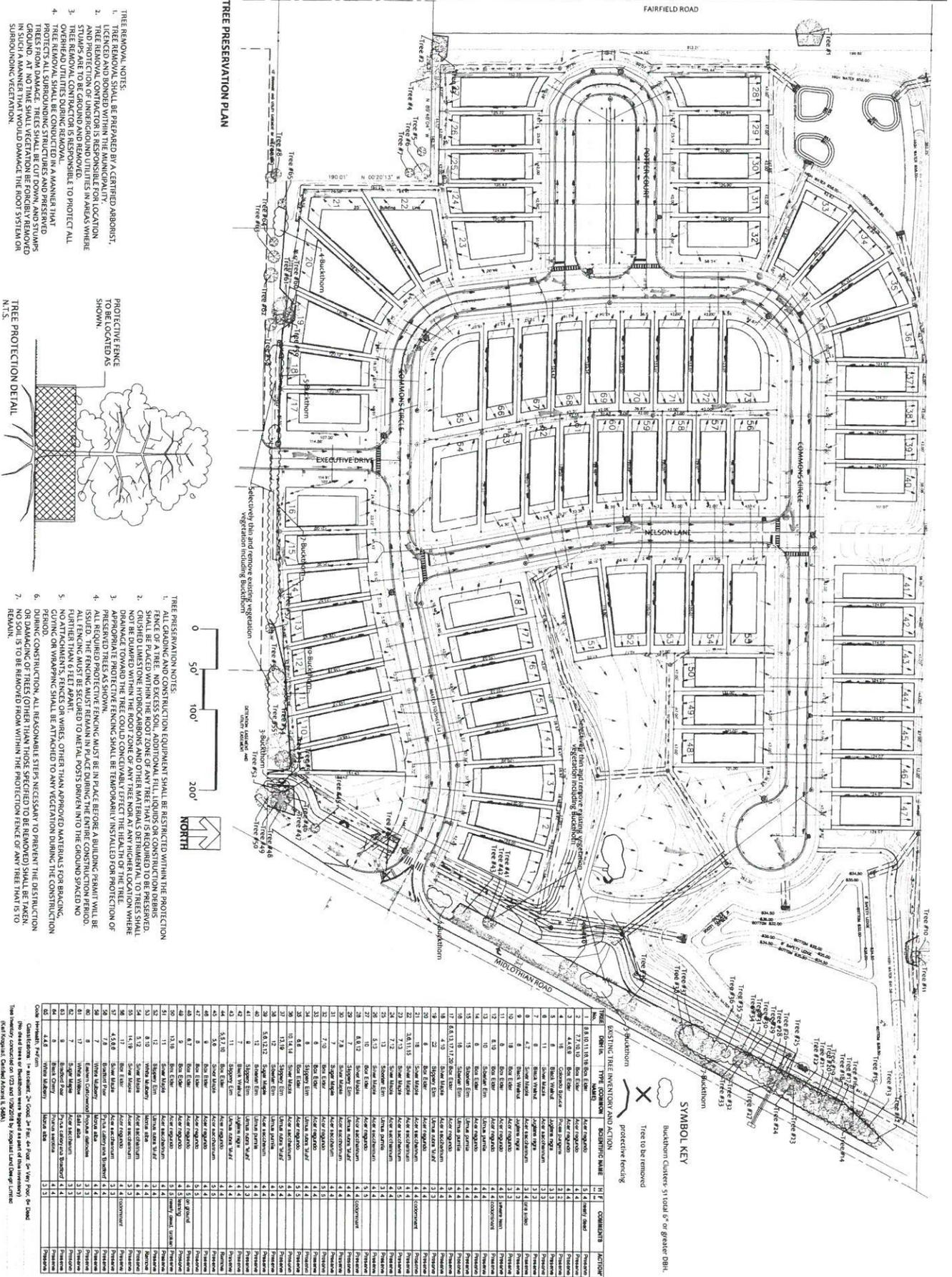
TITLE: CONSTRUCTION OFFICE & EQUIPMENT STAGING PLAN
PROJECT: THE VILLAS AT THE COMMONS
 HAYTHORN WOODS, IL

EXHIBIT: 2
DATE: 1/22/19

SCALE: 1" = 120'

NORTH (North arrow pointing up)

EXHIBIT J
FINAL LANDSCAPE PLAN



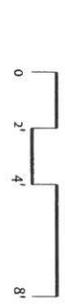
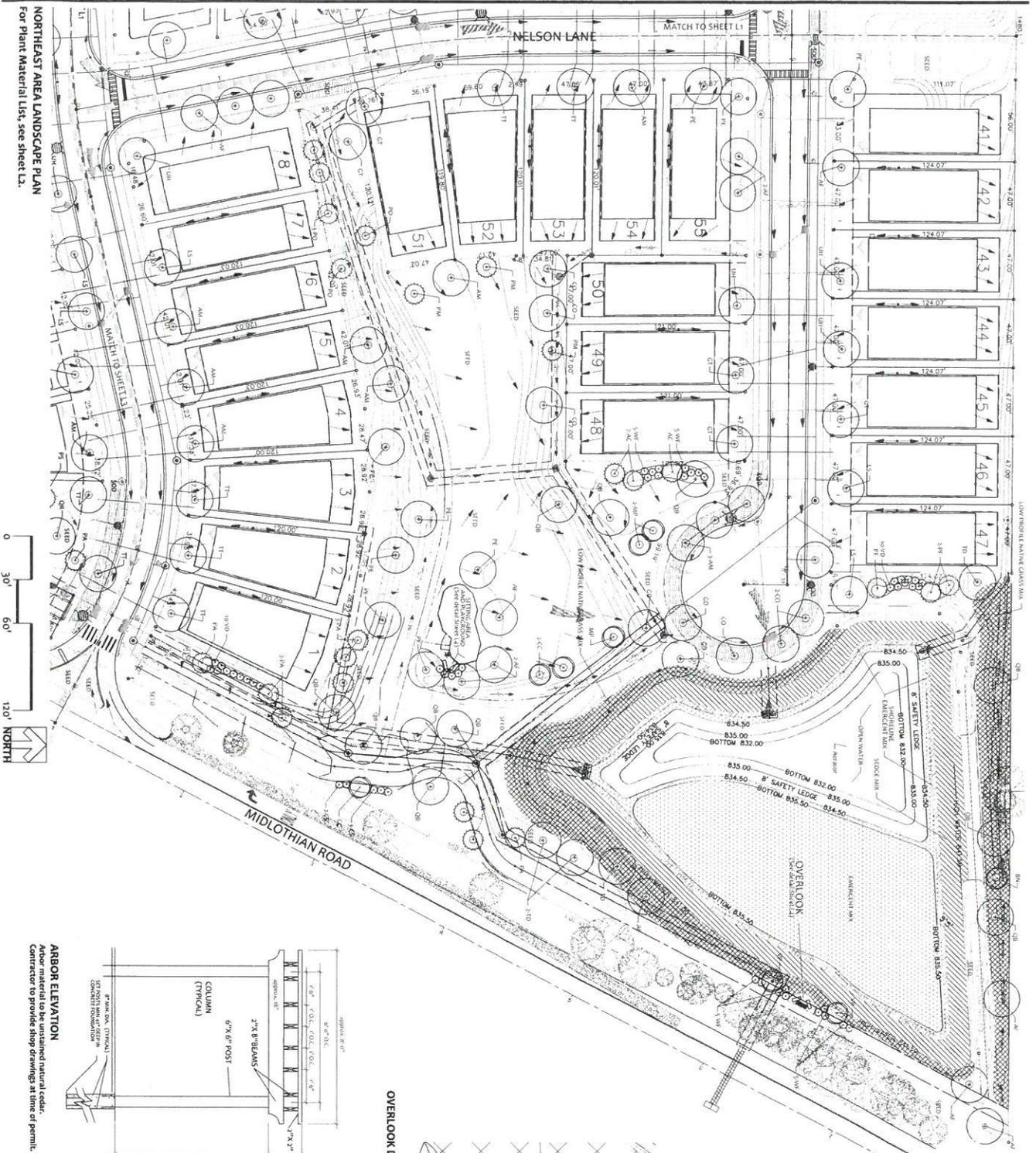
REVISIONS

NO.	DATE	DESCRIPTION
1	11/21/18	Per Village
2	11/21/19	Per Village

The Villas at the Commons, Hawthorn Woods, IL
K. Hovnanian Homes
FINAL LANDSCAPE PLAN

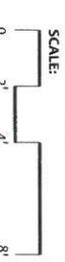
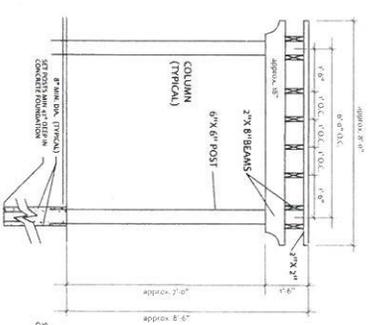
KROGSTAD
 LAND DESIGN LIMITED
 LANDSCAPE ARCHITECTS & PLANNERS
 1100 W. WASHINGTON ST., SUITE 100, CHICAGO, IL 60606
 TEL: 312.467.8800 FAX: 312.467.8801
 WWW.KROGSTADLANDSCAPE.COM

DATE: 8/7/18
 PROJECT: KH1804
 DRAWN: KTK
 CHECKED: KTK
 SHEET NO: L1



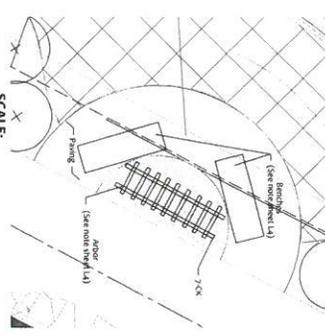
NORTHEAST AREA LANDSCAPE PLAN
For Plant Material List, see sheet L3.

ARBOR ELEVATION
Arbor material to be unstained natural cedar.
Contractor to provide shop drawings at time of permit.



OVERLOOK DETAIL

SCALE:



ABRICATION NOTE
Kroger Home, Inc. Multi-Use 400VX (24 HP) pm.
This is a preliminary drawing. All dimensions, materials, and quantities are subject to change without notice. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals.

SHEET NO. L3	DATE	8/7/18
	PROJECT	KIRKWOOD
DRAWN	KTK	
CHECKED	KTK	

REVISIONS	DATE	BY
Per Village Meeting	11/11/18	
Per Village Meeting	12/17/19	

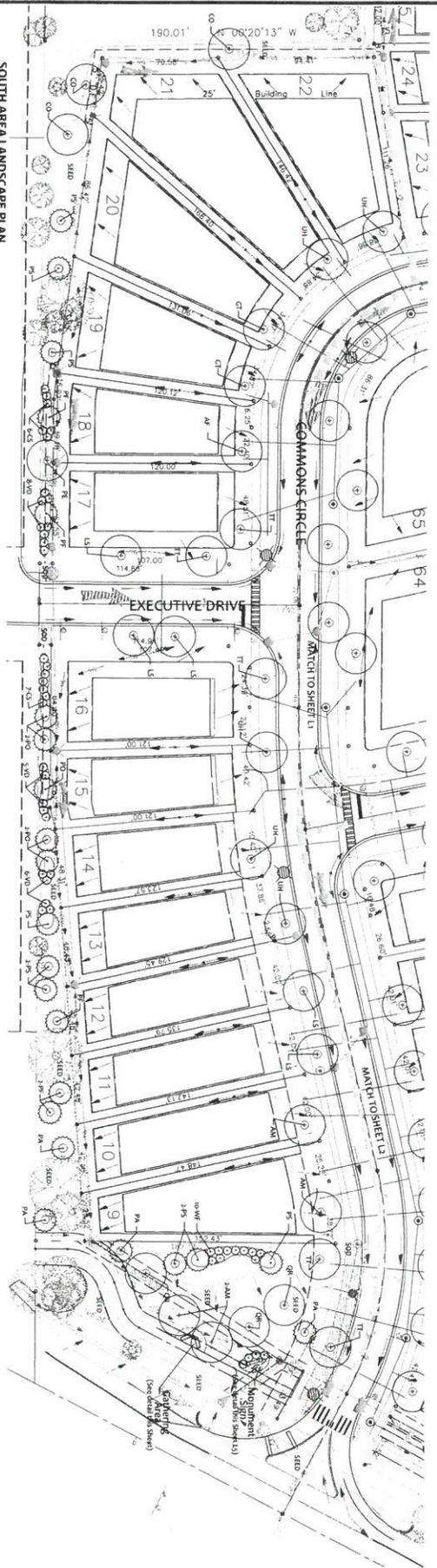
The Villas at the Commons, Hawthorn Woods, IL

K. Hovnanian Homes

FINAL LANDSCAPE PLAN

KROGSTAD
LAND DESIGN LIMITED

LANDSCAPE ARCHITECTURE CONSULTING
115 W. WASHINGTON ST., CHICAGO, ILL. 60604
312.467.1000
KROGSTAD@KROGSTADLANDDESIGN.COM



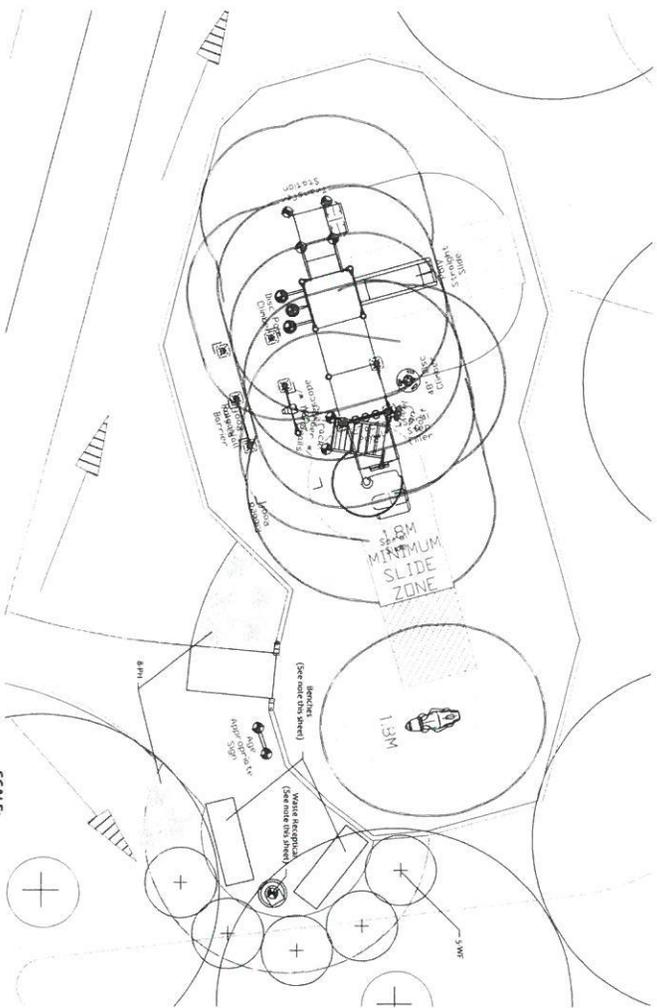
SOUTH AREA LANDSCAPE PLAN
For Plant Material List, see sheet L2.

PLAYGROUND NOTES:
Playground structure system for ages 2-12 (Green) by *Greenplay*.
Trunk (see detail sheet L3)
Dulux Inc. Trunk Receptacle (See Detail Sheet L3)
Ayerer Landscape Recycled Plastic Board (Eboard, ADA-1-Engineered Wood Fiber Mulch)

PLAYGROUND NOTES:
All playground equipment to be installed per manufacturers specifications and local codes.

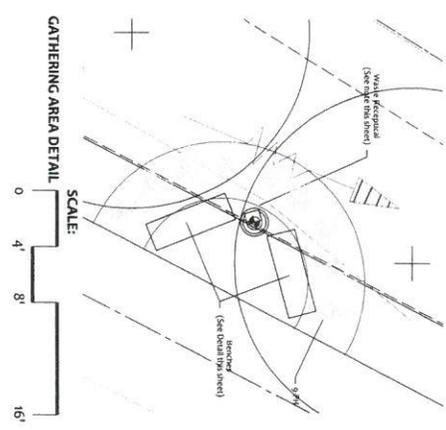
SITE AMENITY DISTRIBUTOR

For playground site amenities:
Martin H. Madison, President
400 W. Dundee Rd. Suite 110
Evanston, IL 60201
O: 847.215.4009 A: 10
F: 847.215.6144
mh@mhmadison.com



PLAYGROUND SITTING AREA DETAIL

SCALE:
0 4 8 16'



GATHERING AREA DETAIL

SCALE:
0 4 8 16'

REVISIONS

NO.	DATE	DESCRIPTION
1	11/21/18	Per Village
2	11/21/18	Per Village

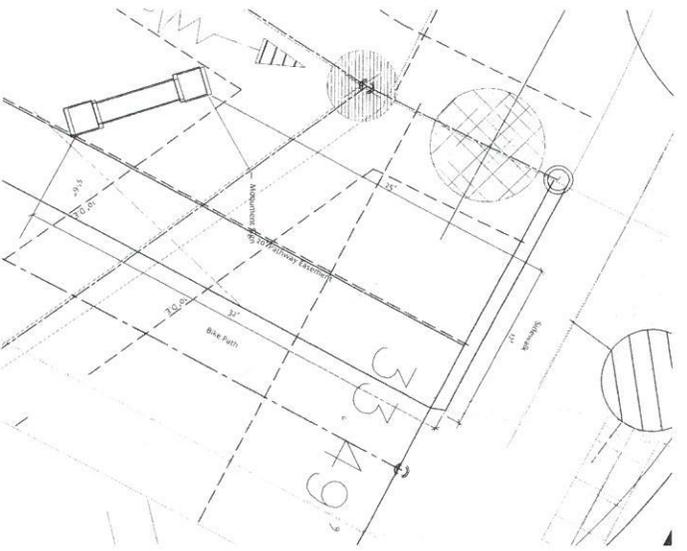
The Villas at the Commons, Hawthorn Woods, IL
K. Hovnanian Homes
FINAL LANDSCAPE PLAN



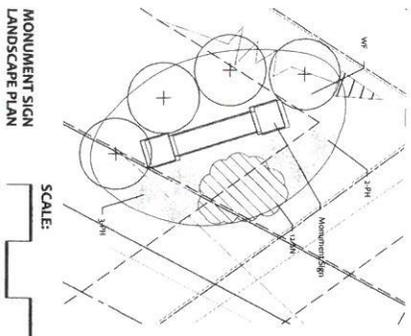
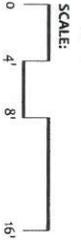
KROGSTAD
LAND DESIGN LIMITED
LANDSCAPE ARCHITECTURE CONSULTANTS
1150 W. WASHINGTON ST. SUITE 200
EVANSTON, IL 60201
TEL: 847.215.4009
WWW.KROGSTADLANDDESIGN.COM

SHEET NO.
L4

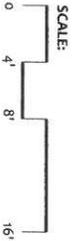
DATE: 8/7/18
PROJECT: KHH1804
DRAWN: KTK
CHECKED: KTK



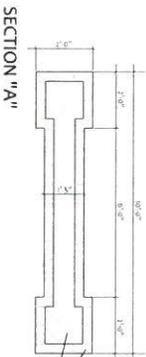
MONUMENT SIGN LAYOUT PLAN



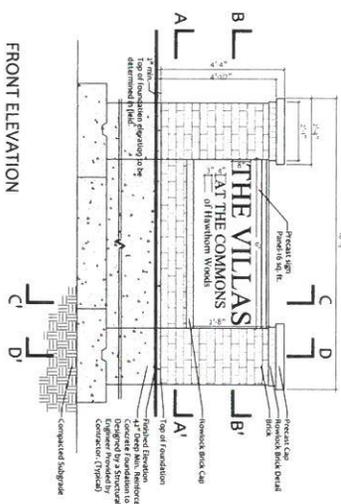
MONUMENT SIGN LANDSCAPE PLAN



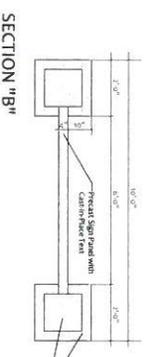
- MONUMENT SIGN DETAILS:
1. Match Building Architectural
 2. Provide samples to Client for Approval
 3. Finalize Architectural & Civil Issue
 4. Submit Sample to Client for Approval



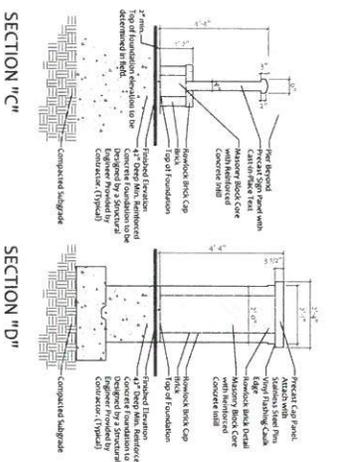
SECTION "A-A"



FRONT ELEVATION



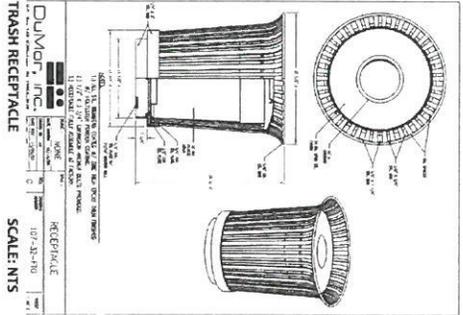
SECTION "B-B"



SECTION "C-C"

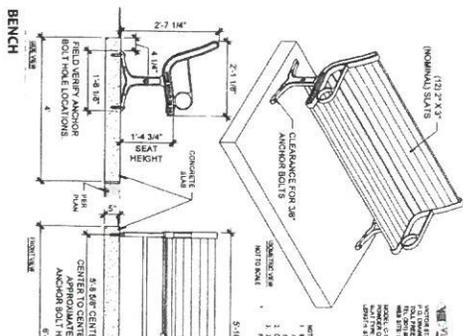
SECTION "D-D"

- MONUMENT SIGN SECTIONS AND ELEVATIONS
- MONUMENT SIGN NOTES:
1. Shop drawings to be provided at time of monument sign permit application.
 2. Sign to be single sided.
 3. Sign lettering to be "New Times Roman" (royal blue).
 4. Precast concrete to be natural color (gray).
 5. Sign to be precast concrete.
 6. Monument sign design prepared by Jerry Wieser Associates Inc.



TRASH RECEPTACLE

SCALE: NTS



BENCH

SCALE: NTS

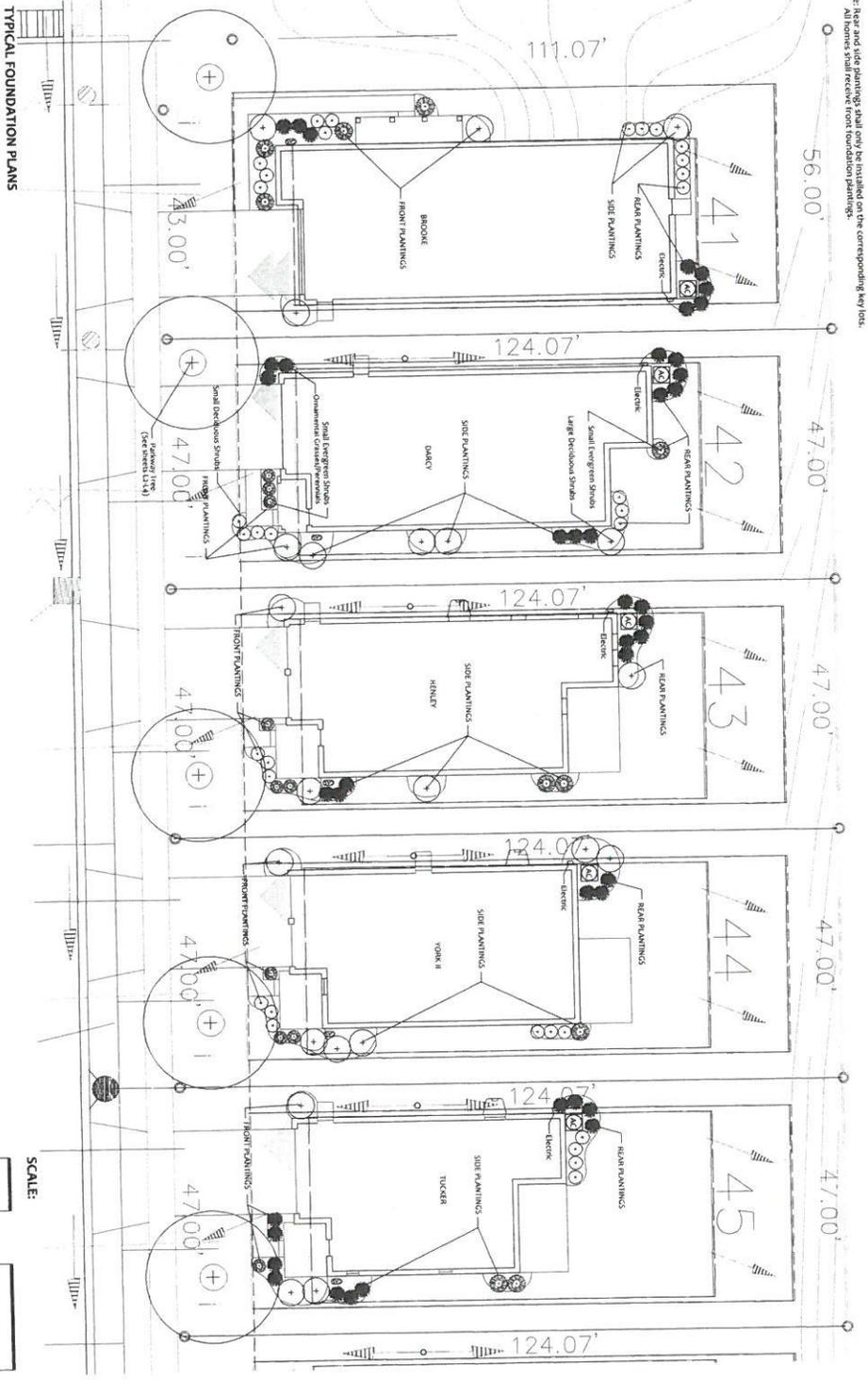
The Villas at the Commons, Hawthorn Woods, IL
K. Hovnanian Homes
FINAL LANDSCAPE PLAN

KROGSTAD LAND DESIGN LIMITED
LANDSCAPE ARCHITECTURAL CONSULTING
544 POND CREEK ROAD, SUITE 100
HAWTHORN WOODS, ILLINOIS 60057
TEL: 847.381.1100 FAX: 847.381.1101
WWW.KROGSTADLANDDESIGN.COM

Karl T. Kroghstad
Principal
Karl.T.Kroghstad@kroghstadlanddesign.com

REVISIONS	DATE	BY	CHKD
Per Village 12/18			
Per Village 12/19			
DATE	8/7/18		
PROJECT	KHH104		
DRAWN	KTK		
CHECKED	KTK		
SHEET NO.	L5		

Note: Rear and side plantings shall only be installed on the corresponding key-ids. All homes shall receive front foundation plantings.



TYPICAL FOUNDATION PLANS

SHADE PLANT MATERIAL KEY
(PLANTS TO BE SELECTED FROM THIS LIST FOR NORTH AND EAST FACING ELEVATIONS)

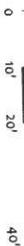
BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
LARGE DECIDUOUS SHRUBS			
Cornus 'Variegata'	Variegated Dogwood	30"	4' O.C.
Wegelia 'Red Prince'	Red Prince Weigela	30"	4' O.C.
SMALL DECIDUOUS SHRUBS			
Ribes alpinum 'Green Mount'	Green Mount Alpine Currant	5 Gal.	3' O.C.
Dierilla 'Kodiak Orange'	Kodiak Orange Dierilla	5 Gal.	3' O.C.
EVERGREEN SHRUBS			
Buxus 'Green Vein'	Green Vein Boxwood	5 Gal.	30" O.C., wide
Taxus 'nana ssp. 'nana'	Dwarf Northern White Pine	5 Gal.	30" O.C., wide
ORNAMENTAL GRASSES & PERENNIALS			
Hesperis matronalis 'Elegantissima'	Elegant Hesperis	1 Gal.	30" O.C.
Schizanthus litoralis 'Little Blue Stem'	Little Blue Stem	1 Gal.	30" O.C.

SUN PLANT MATERIAL KEY
(PLANTS TO BE SELECTED FROM THIS LIST FOR SOUTH AND WEST FACING ELEVATIONS)

BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
LARGE DECIDUOUS SHRUBS			
Hydrangea quercifolia	Oak Leaf Hydrangea	30"	4' O.C.
Yucca filamentosa	Adam's Needle	30"	4' O.C.
SMALL DECIDUOUS SHRUBS			
Rhus aromatica 'Gro-Zone'	Gro-Zone Sumac	5 Gal.	3' O.C.
Spiraea bumalda 'Gold Flame'	Gold Flame Spiraea	5 Gal.	3' O.C.
EVERGREEN SHRUBS			
Juniperus chinensis 'Mantoloking'	Mantoloking Juniper	5 Gal.	30" O.C., wide
Taxus 'nana ssp. 'nana'	Dwarf Northern White Pine	5 Gal.	30" O.C., wide
ORNAMENTAL GRASSES & PERENNIALS			
Claytonia virginica 'Karl Foerster'	Karl Foerster Grass	1 Gal.	30" O.C.
Pennisetum setaceum 'Hemlock'	Hemlock Fountain Grass	1 Gal.	30" O.C.

Plants within each grouping shall consist of only one species.

SCALE:



The Villas at the Commons, Hawthorn Woods, IL
K. Hovnanian Homes
FINAL LANDSCAPE PLAN



REVISIONS	DATE	BY	CHKD
1	8/7/18	UT/MS	UT/MS
2	12/19	UT/MS	UT/MS
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SHEET NO. **L6**

