

ORDINANCE NO. 1990-20

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ASSIGNMENT AND ASSUMPTION OF IMPROVEMENT AGREEMENT—K. HOVNIANIAN T & C HOMES AT ILLINOIS, LLC AND K. HOVNIANIAN AT VILLAS AT THE COMMONS, LLC—VILLAS AT THE COMMONS SUBDIVISION

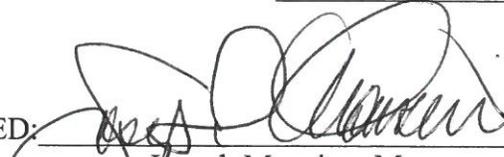
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and be, and the same, is hereby authorized and directed to execute an Assignment and Assumption of Improvement Agreement of the Villas at the Commons—K. Hovnianian T & C Homes at Illinois, LLC and K. Hovnianian at Villas at the Commons, LLC, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

The foregoing Ordinance was adopted on January 27, 2020 by a roll call vote as follows:

AYES: Kaiser, Kozik, Riess, Corrigan, DiMaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: January 27, 2020

APPROVED: January 27, 2020

Prepared By:
Patrick T. Brankin
Schain, Banks, Kenny &
Schwartz, Ltd. 70 W. Madison
St., Ste. 5300
Chicago, IL 60602

ABOVE SPACE FOR RECORDER'S USE ONLY

**ASSIGNMENT AND ASSUMPTION OF
IMPROVEMENT AGREEMENT**

This **ASSIGNMENT AND ASSUMPTION OF IMPROVEMENT AGREEMENT** (this "**Assignment**"), is made and effective as of the ____ day of _____, 2020, (the "**Effective Date**") by and between **K. HOVNANIAN T & C HOMES AT ILLINOIS, LLC**, an Illinois limited liability company (a/k/a K. Hovnanian T & C Homes of Illinois, LLC) ("**Assignor**") and **K. HOVNANIAN AT VILLAS AT THE COMMONS, LLC**, an Illinois limited liability company ("**Assignee**") (hereinafter sometimes individually referred to as "**Party**" and collectively referred to as the "**Parties**"), as consented to by **THE VILLAGE OF HAWTHORN WOODS**, an Illinois municipal corporation ("**Village**").

WHEREAS, Assignor entered into that certain Improvement Agreement, dated April 10, 2019, regarding certain real estate described on Exhibit A attached hereto and commonly known as The Villas at the Commons, Hawthorn Woods, Illinois (the "**Property**"), which Improvement Agreement is by and between Assignor as Developer and the Village, and pursuant to Village Ordinance 1913-19 approved February 25, 2019 authorized the execution of the Improvement Agreement (the "**Improvement Agreement**"). A copy of the Improvement Agreement is attached hereto and incorporated herein as Exhibit "B";

WHEREAS, Assignee closed on the acquisition of the Property by Deed recorded April 11, 2019 as Document 7554509 with the Lake County Recorder's Office ("**Acquisition Date**").

WHEREAS, Assignor never was in title to or owner of record of the Property.

WHEREAS, the Final Plat of the Villas at the Commons was recorded on April 16, 2019 as Document 7555229 with the Lake County Recorder's Office and was executed by Hawthorn Woods Village Planning and Zoning Commission, Village Clerk, Village Collector, Village Engineer and the Village Board and K. Hovnanian at the Villas at the Commons, LLC as the owner of record of the Property.

WHEREAS, Assignee, as principal and Obligor, obtained that certain Subdivision Bond No. 1155864 ("**Subdivision Bond**") issued by Lexon Insurance Company, a Texas corporation, as surety, dated April 17, 2019, in which Assignee binds itself to the Village, as Obligee under the Subdivision

Bond, guaranteeing the completion of the improvements to be located at the Property all pursuant to the Improvement Agreement;

WHEREAS, Assignor, as Developer under the Improvement Agreement, desires to assign any and all interest Assignor has under the Improvement Agreement to Assignee in connection with the issuance of the Subdivision Bond, subject to the approval of the Village, as set forth in this Assignment;

WHEREAS, the Effective Date of this Assignment shall be deemed retroactive to the Acquisition Date of April 11, 2019.

WHEREAS, Assignee desires to accept this Assignment and assume Assignor's obligations under the Improvement Agreement as of the Acquisition Date;

WHEREAS, subject to the terms and conditions set forth below, Assignor has agreed to assign its interest in the Improvement Agreement to Assignee in consideration for Assignee's acceptance of this Assignment and assumption of all of the terms and obligations of Assignor under the Improvement Agreement as of the Acquisition Date.

NOW, THEREFORE, Assignor and Assignee in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. **RECITALS.** The recitals set forth hereinabove are fully incorporated into and made a part of this Assignment. In the event any of the terms and/or conditions of the Improvement Agreement conflict with the terms and/or conditions of this Assignment, Assignor and Assignee hereby understand and agree that the terms and/or conditions of this Assignment shall control. In all other respects, by execution hereof, Assignor and Assignee hereby ratify and confirm the terms and conditions of the Improvement Agreement. Any terms not otherwise defined in this Assignment shall have the same meaning and definition as ascribed to them in the Improvement Agreement.

2. **ASSIGNMENT OF IMPROVEMENT AGREEMENT.**

(a) Assignor hereby transfers, assigns and sets over unto Assignee all of Assignor's right, title, interest and obligations in, to and under the Improvement Agreement as of the Acquisition Date.

(b) Assignor represents and warrants to Assignee that the Improvement Agreement is in full force and effect, that, contingent upon Assignor obtaining the prior written consent of the Village, Assignor has full right, power and authority to assign its interest as Developer under the Improvement Agreement as of the Acquisition Date, that the Improvement Agreement has not been amended or modified, that all costs, fees, charges and expenses or obligations owed by Assignor under the Improvement Agreement and accrued as of the Acquisition Date have been paid in full, including the posting of the Subdivision Bond by Assignee that Assignor has not made any assignment of its rights under the Improvement Agreement to any other person or entity and that there are no judgment, decrees or awards in existence against Assignor with respect to the Improvement Agreement and, except as hereinafter disclosed to Assignee, there are no actions, suits or proceedings pending, or, to the best

knowledge of Assignor, threatened against or affecting Assignor's interest in the Improvement Agreement. Assignor hereby represents, warrants to Assignee and the Village that as of the Acquisition Date: (i) there exists no breach, default or event of default by the Village under the Improvement Agreement, or any event or condition which, with the giving of notice or passage of time or both, would constitute a breach, default or event of default by the Village under the Improvement Agreement; (ii) the Improvement Agreement continues to be a legal, valid and binding agreement and obligation of Assignor; and (iii) Assignor has no current offset or defense to its performance or obligations under the Improvement Agreement. Assignor hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against The Village or The Village's employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have previously arisen out of or in connection with the Improvement Agreement as of the Acquisition Date.

3. ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS OF IMPROVEMENT AGREEMENT.

(a) Assignee hereby assumes the performance of all the terms, covenants and conditions of the Improvement Agreement on the part of Assignor to be performed and to perform all the terms, covenants and conditions, and to comply with further written amendments or written modifications, if any, of said Improvement Agreement from and after the Acquisition Date approved by Assignee and the Village. Assignee agrees that it will not agree to change, modify, amend or assign the Improvement Agreement in any manner, including the term thereof, nor exercise any option relating thereto without the prior written consent of Assignor unless and until The Village has released Assignor from any and all liability under the Improvement Agreement.

(b) As of the Acquisition Date, Assignee shall be responsible for complying with all terms, covenants, obligations and conditions of Assignor, as Developer, as set forth in the Improvement Agreement including the deposit of any and all security, additional security and extensions and/or replacements of any letters of credit and security required under the Improvement Agreement.

(c) As of the Acquisition Date, Assignor is released by the Village of any and all obligations under the Improvement Agreement.

4. INDEMNIFICATIONS.

(a) Assignor hereby indemnifies Assignee, and agrees to defend and hold harmless Assignee, from and against any and all liability, loss, damage and expense, including, without limitation, reasonable attorney's fees actually incurred, that Assignee may or shall incur under the Improvement Agreement by reason of any failure or alleged failure of Assignor to have complied with or to have performed the obligations of the Developer under the Improvement Agreement which were to be performed by Assignor prior to the Acquisition Date.

(b) Assignee hereby indemnifies Assignor, and agrees to defend and hold harmless Assignor, from and against any and all liability, loss, damage and expense, including, without limitation, reasonable attorney's fees actually incurred, that Assignor may or shall incur under the Improvement Agreement by reason of any failure or alleged failure of Assignee to have complied with or to have performed the obligations of the Developer under the Improvement Agreement which are to

be performed by Assignee on or after the Acquisition Date.

(c) Assignor represents that it has accepted and has assumed and agreed to make all payments and to perform all other obligations of the Assignor, as Developer under the Improvement Agreement, accruing prior to or on the Acquisition Date that have not been performed by Assignee.

(d) For good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, Assignor, as Developer under the Improvement Agreement, hereby agrees to and shall indemnify, defend and hold harmless the Village, and its officers, managers, members, agents, representatives and employees from and against any and all actions, claims, demands, damages, death, injuries, debts, losses, liabilities, indebtedness, courses of action either at law or in equity and obligations of whatever kind or nature, monetary or otherwise, whether known or unknown, direct or indirect, new or existing, including, but not limited to reasonable attorney's fees and costs (individually "**Claim**", or collectively "**Claims**"), by reason of any matter, course or thing whatsoever arising out of or relating to: (i) any Claims pursuant to the Assignment arising prior to the Acquisition Date; (ii) any Claims pursuant to the Improvement Agreement accruing on or prior to the Acquisition Date; and (iii) any obligations, liabilities, problems, matters, issues, disputes, disagreements, lawsuits, Claims, demands, fees, costs or expenses related to or concerning the business relationship by and between Assignor and Assignee and/or the payment to the Village of any and all past due amounts, charges and other fees, costs and expenses under the Improvement Agreement and other fees, costs and expenses due and owing prior to the Acquisition Date under the Improvement Agreement.

(e) For good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, Assignee, as Developer under the Improvement Agreement, hereby agrees to and shall indemnify, defend and hold harmless the Village, and its officers, managers, members, agents, representatives and employees from and against any and all actions, claims, demands, damages, death, injuries, debts, losses, liabilities, indebtedness, courses of action either at law or in equity and obligations of whatever kind or nature, monetary or otherwise, whether known or unknown, direct or indirect, new or existing, including, but not limited to reasonable attorney's fees and costs (individually "**Claim**", or collectively "**Claims**"), by reason of any matter, course or thing whatsoever arising out of or relating to: (i) any Claims pursuant to the Assignment arising as of the Acquisition Date; (ii) any Claims pursuant to the Improvement Agreement accruing on or after the Acquisition Date; and (iii) any obligations, liabilities, problems, matters, issues, disputes, disagreements, lawsuits, Claims, demands, fees, costs or expenses related to or concerning the business relationship by and between Assignor and Assignee and/or the payment to the Village of any and all past due amounts, charges and other fees, costs and expenses under the Improvement Agreement and other fees, costs and expenses due and owing on or after the Acquisition Date under the Improvement Agreement.

5. ASSIGNOR'S REPRESENTATIONS.

Assignor hereby represents and warrants to Assignee and the Village as of the Acquisition Date as follows:

(a) No party other than Assignee has any right to acquire Assignor's interest in the Improvement Agreement and Assignor has not previously assigned all or any of its interest in the Improvement Agreement;

(b) To Assignor's actual knowledge, there is no existing violation or breach of any ordinance, code, law, rule, requirement or regulation applicable to the Property;

(c) Assignor is not involved voluntarily or involuntarily in a bankruptcy proceeding;

(d) Assignor has not used or operated the Property in any manner in violation of any federal, state or local laws relating to pollution or protection of the environment or emissions, discharges, spills, release agreements or threatened release of any hazardous or toxic substance into the environment, including petroleum or petroleum products, except for minimal quantities of substances as ordinarily used in the normal course of Assignor's operation;

(e) Assignor agrees to and will indemnify and hold Assignee harmless from and against all loss, cost, damage or expense (including court costs and reasonable attorneys' fees) incurred by Assignee arising as a result of the breach by Assignor of the foregoing representations and warranties and the failure of any representation and warranty to be true and correct in all material respects.

6. **DEFAULT.**

(a) In the event Assignor breaches this Assignment in any material respect or fails in any material respect to perform or comply with any of the covenants, duties, agreements, or obligations as set forth in this Assignment and/or in the Improvement Agreement prior to the Acquisition Date, and provided that Assignee has performed, in all material respects, all covenants, duties, agreements or obligations of Assignee hereunder, and such failure or breach remains uncured in excess of five (5) days after written notice thereof from Assignee to Assignor, Assignee's sole and exclusive rights and remedies shall be by an action for damages or specific performance of this Assignment. Assignee shall not terminate this Assignment and the Assignment shall be and remain in full force and effect.

(b) In the event Assignee breaches this Assignment in any material respect or fails in any material respect to perform or comply with any of its covenants, duties, agreements, or obligations as set forth in this Assignment and/or in the Improvement Agreement as of the Acquisition Date, and provided that Assignor has performed, in all material respects, all covenants, duties, agreements or obligations of Assignor hereunder, and such failure or breach remains uncured in excess of five (5) days after written notice thereof from Assignor to Assignee, Assignor's sole and exclusive rights and remedies shall be by an action for damages or specific performance of this Assignment. Assignor shall not terminate this Assignment and the Assignment shall be and remain in full force and effect.

(c) The Village shall have any and all remedies at law or in equity to enforce the warranties, representations, indemnifications, terms, covenants, obligations and conditions of this Assignment as set forth in the Improvement Agreement, including, but not limited to drawing upon the Subdivision Bond, as they pertain and apply to the Village as a third party beneficiary hereunder. In recognition that the Village must continue to and shall have all remedies otherwise available to the Village under the Improvement Agreement for defaults under this Assignment and/or the

Improvement Agreement, including the right to draw upon and apply any and all amounts due under the Subdivision Bond and/or any cash deposit, and to terminate the Improvement Agreement if Assignee committed such default, Assignor shall look solely to Assignee for indemnity or reimbursement of any expenses, costs, damages or liabilities incurred with respect to any default in the performance of such obligations relating to the period prior to the Acquisition Date.

(d) Assignor and Assignee hereby agree that in the event Assignee is in breach of or in default under the terms of the Improvement Agreement as of the Acquisition Date, Assignor shall have the right, but not the responsibility, to cure any such breach or default and Assignee shall, within five (5) days after receiving written notice from Assignor, reimburse Assignor for any expenses incurred by Assignor in curing such default.

7. **THE VILLAGE'S CONSENT.**

As of the Acquisition Date, and subject to the terms, covenants and conditions of this Assignment and the Improvement Agreement, the Village, as evidenced by its execution of the Village's Consent (the "**Consent**") attached to and made a part of this Assignment, hereby consents to this Assignment.

8. **NOTICES AND PAYMENTS.**

Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, (a) two (2) business days after such item is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, or (b) one (1) business day after such item is deposited on a business day for overnight delivery with Federal Express or other generally recognized overnight courier or two (2) business days after such item is deposited on a business day for second business day delivery with Federal Express or other generally recognized overnight courier, shipping charges prepaid, addressed to the appropriate party hereto at its address set out below, or at such other address as it shall have theretofore specified by written notice delivered in accordance herewith:

ASSIGNOR: **K. HOVNANIAN T & C HOMES AT ILLINOIS, LLC**
1804 N. Naper Boulevard, Suite 200
Naperville, IL 60563
Attn. Andy Konovodoff
Email: akonovodoff@khov.com

With copies to: **K. HOVNANIAN HOMES**
110 Fieldcrest Avenue
Edison, NJ 08837
Attn: John F. Semple
Email: jsemple@khov.com

ASSIGNEE: **K. HOVNIANIAN AT VILLAS AT THE
COMMONS, LLC**
1804 N. Naper Boulevard, Suite 200
Naperville, IL 60563
Attn: Andy Konovodoff
Email: akonovodoff@khov.com

With a copy to: **K. HOVNIANIAN HOMES**
110 Fieldcrest Avenue
Edison, NJ 08837
Attn: John F. Semple
Email: jsemple@khov.com

THE VILLAGE: **THE VILLAGE OF HAWTHORN WOODS**
c/o Donna Lobaito
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, IL 60047
Phone: 847.847.3590
Email: dlobaito@vhw.org

With a copy to: Schain, Banks, Kenny & Schwartz, Ltd.
Three First National Plaza
70 West Madison Street
Suite 5300
Chicago, Illinois 60602
Attn: Patrick T. Brankin
Phone No.: (312) 345-5700
Fax: (312) 345-5701
Email: pbrankin@schainbanks.com

9. **GOVERNING LAW.** This Assignment shall be construed, interpreted, and enforced pursuant to the applicable laws in the State of Illinois.

10. **THE VILLAGE IS THIRD PARTY BENEFICIARY.**

It is fully intended, acknowledged and agreed to by Assignor and Assignee that the Village be and hereby is a third party beneficiary of this Assignment and shall be entitled to and may enforce the terms, covenants and conditions contained herein as each may apply to the Village.

11. **MISCELLANEOUS PROVISIONS.**

(a) The terms and conditions of this Assignment shall be binding upon and shall

inure to the benefit of the Parties hereto and their respective successors and assigns.

(b) This Assignment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

(c) All defined terms not otherwise defined herein shall have the same meaning as defined in the Improvement Agreement.

(d) Assignor, Assignee and the Village hereby each represent and warrant that the person signing this Assignment and/or the Consent attached hereto is duly authorized to execute and deliver this Assignment and/or Consent on behalf of such party, and that this Assignment and/or Consent is binding upon the party.

(e) Any costs and expenses, including attorneys' fees (which shall include the cost of any time expended by any in-house counsel of the Village) incurred by the Village in connection with this Assignment of the Improvement Agreement shall be borne by Assignee and shall be payable to the Village on demand as a Developer cost.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, Acceptance and Assumption of Improvement Agreement as of the date set forth herein above.

ASSIGNOR:

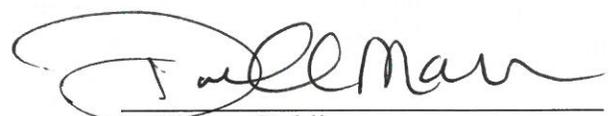
K. HOVNANIAN T & C HOMES AT ILLINOIS, LLC, an Illinois limited liability company

By: 
Name: Andy Konovodoff
Title: Division President

STATE OF Illinois)
) SS
COUNTY OF DuPage)

I, Danielle Marchese, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andy Konovodoff, Division President of K. HOVNANIAN T & C HOMES AT ILLINOIS, LLC, an Illinois limited liability company (“**Company**”), personally known to me to be the same person whose name is subscribed to the foregoing instrument as Division President of the Company, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of January, 2020.

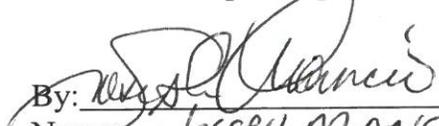

Notary Public



CONSENT OF ASSIGNMENT

The Village of Hawthorn Woods, Illinois hereby consents to the above and foregoing Assignment.

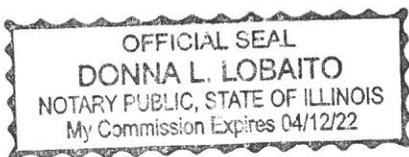
VILLAGE OF HAWTHORN WOODS, an
Illinois municipal corporation

By: 
Name: JOSEPH MANCINO
Title: MAYOR

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of **VILLAGE OF HAWTHORN WOODS**, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of January, 2020.




Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY PRIOR TO
RECORDING PLAT OF SUBDIVISION FOR
VILLAS AT THE COMMONS SUBDIVISION

PARCEL 1:

THE SOUTH 803.18 FEET OF THE WEST 768.62 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 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 1/4 OF THE NORTHEAST 1/4 OF SECTION 9 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 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 1/4 OF THE NORTHEAST 1/4 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 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 803.18 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 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 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 283.11 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SUBDIVIDED LEGAL DESCRIPTION AFTER RECORDING
PLAT OF SUBDIVISION FOR
VILLAS AT THE COMMONS SUBDIVISION

Lots 1 thru 73 inclusive and Outlots A thru G inclusive in the Villas at The Commons Subdivision being a Subdivision in the Northeast Quarter of the Northeast Quarter of Section 9, Township 43 North, Range 10 and in the Northwest Quarter of the Northwest Quarter of Section 10, Township 43 North, Range 10, according to the plat thereof recorded April 16, 2019 as Document 7555229 in the Lake County Recorder's Office.

EXHIBIT "B"
COPY OF IMPROVEMENT AGREEMENT

IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this 10th day of April, 20 , 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

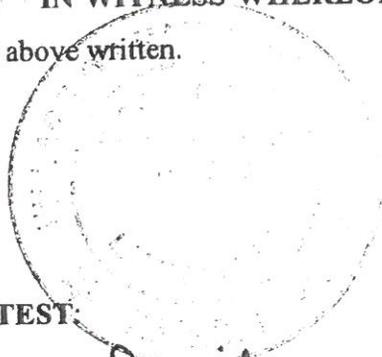
B. DEVELOPER at:

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.



THE VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation,

By: [Signature]
Its: Mayor

ATTEST:
[Signature]
Village Clerk

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.

Danielle Marchese
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 atw/rs

- 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 1/2) 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:  09/26/18
 (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.

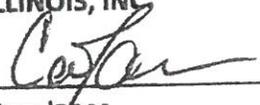
The amount of Administrative Deposit is twenty thousand two hundred dollars and zero cents (\$20,200.00).

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 James (Date)
Director, Operations

APPLICANT:

By:  09/21/18
(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:

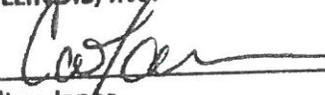
- A. Review shop drawings for compliance with Aqua's specifications and standard details.
- B. Perform any necessary observation of Company Service Line installation by the Applicant for compliance with Aqua's specifications and standard details.
- C. Pay the Applicant as per the amounts shown in Section 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:  10/11/18
(Date)
Printed Name: JASON POLAKOW

EXHIBIT D
MAILBOX EXHIBIT

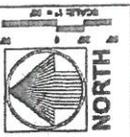
EXHIBIT E

FINAL ENGINEERING PLANS AND SPECIFICATIONS

UTILITY PLAN

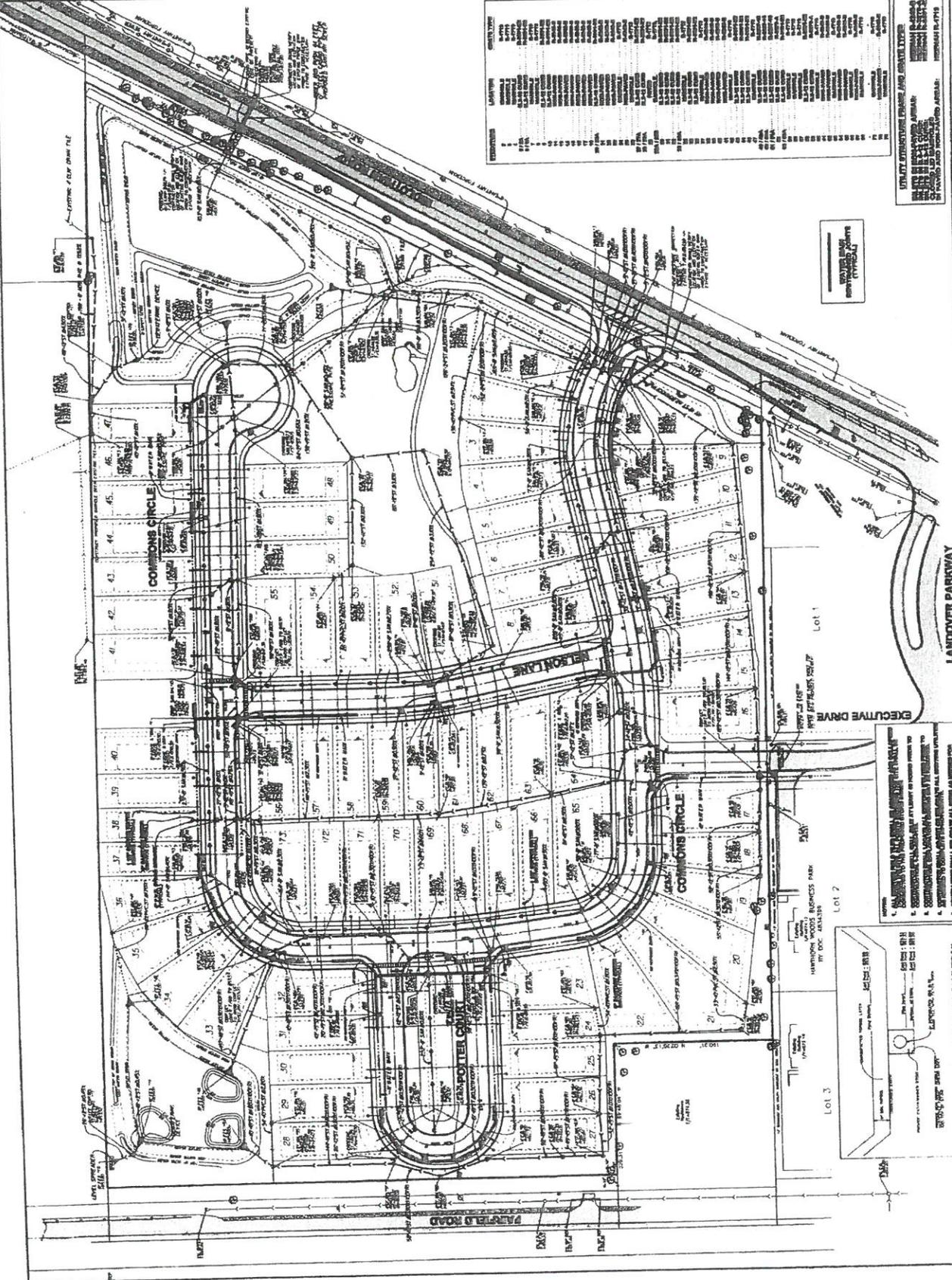
DESIGNED BY: P.A.C.
 CHECKED BY: A.C.K.
 DATE: 08/11/10
 PROJECT: THE VILLAS AT THE COMMONS

THE VILLAS AT THE COMMONS
 PEARSON, BROWN & ASSOCIATES, INC.
 10000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80231
 SCALE: 1" = 20'



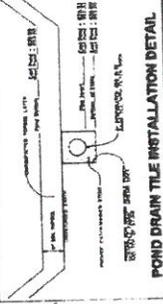
DATE	BY	DESCRIPTION
08/11/10	P.A.C.	FINAL UTILITY PLAN
08/11/10	A.C.K.	CHECKED

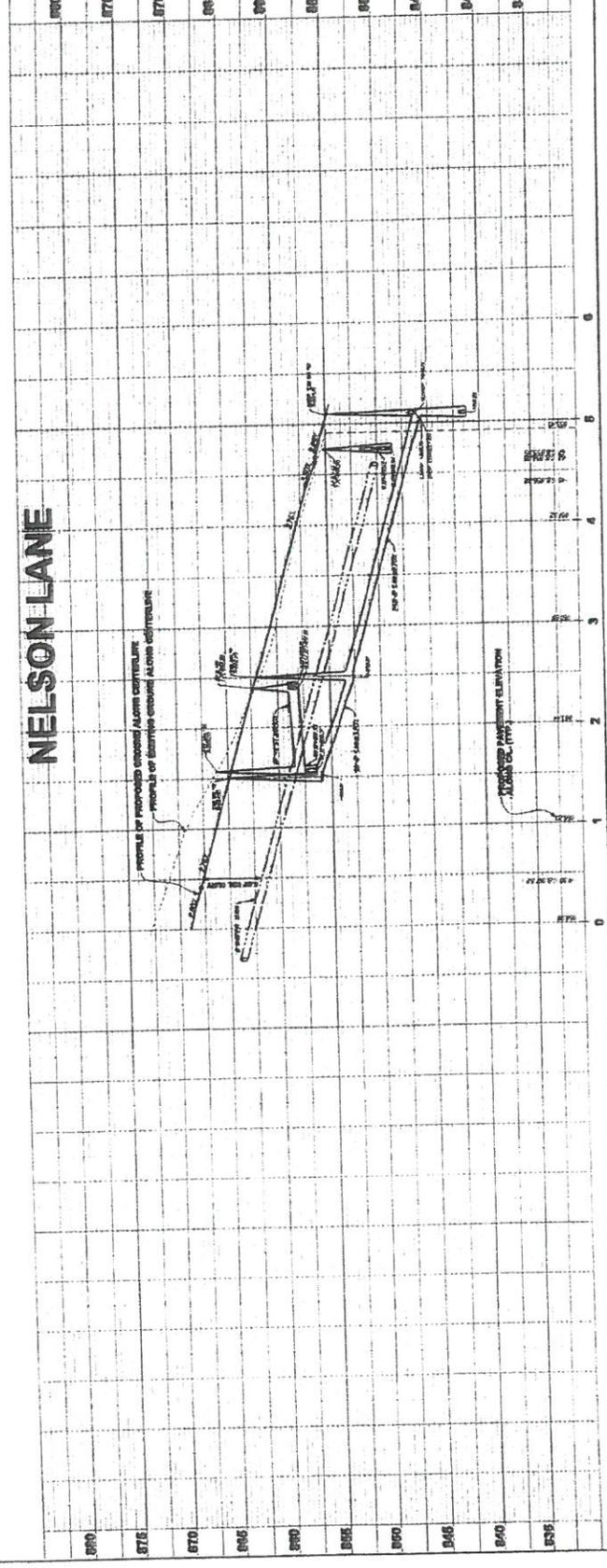
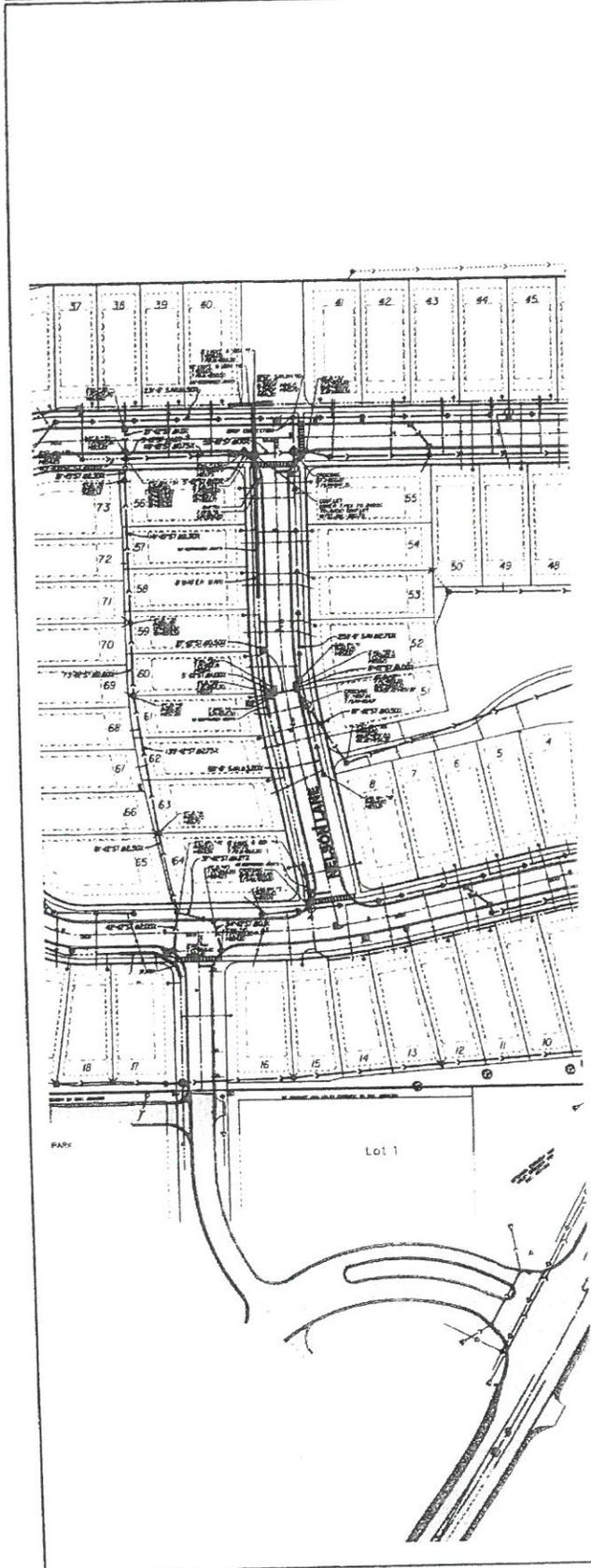
UTILITY STRUCTURE FRAME AND ELEVATION
 ALL UTILITY STRUCTURES SHALL BE CONCRETE
 WITH A MINIMUM WALL THICKNESS OF 12" UNLESS OTHERWISE NOTED
 ALL UTILITY STRUCTURES SHALL BE FINISHED WITH 1/2" GYP BOARD
 AND PAINTED WITH A QUALITY INTERIOR PAINT
 ALL UTILITY STRUCTURES SHALL BE PROVIDED WITH VENTILATION
 AS NOTED ON THE DRAWING



NOTED ON THE DRAWING

1. PROVIDE ALL UTILITY STRUCTURES WITH A MINIMUM WALL THICKNESS OF 12" UNLESS OTHERWISE NOTED
2. PROVIDE ALL UTILITY STRUCTURES WITH A FINISH OF 1/2" GYP BOARD AND PAINTED WITH A QUALITY INTERIOR PAINT
3. PROVIDE ALL UTILITY STRUCTURES WITH VENTILATION AS NOTED ON THE DRAWING
4. PROVIDE ALL UTILITY STRUCTURES WITH A MINIMUM CLEARANCE OF 7' UNLESS OTHERWISE NOTED





CROSS SECTION
MIDLOTIAN ROAD

REVISIONS

NO.	DATE	DESCRIPTION

DESIGNED BY: S.A.L.
CHECKED BY: A.T.L.
APPROVED BY: J.B.H.

PEARSON, BROWN & ASSOCIATES, INC.
108 N. HUNTER ROAD, SUITE 200
COLUMBIANA, OHIO 43085
PHONE: (614) 486-1234
FAX: (614) 486-1235
WWW.PEARSONBROWN.COM

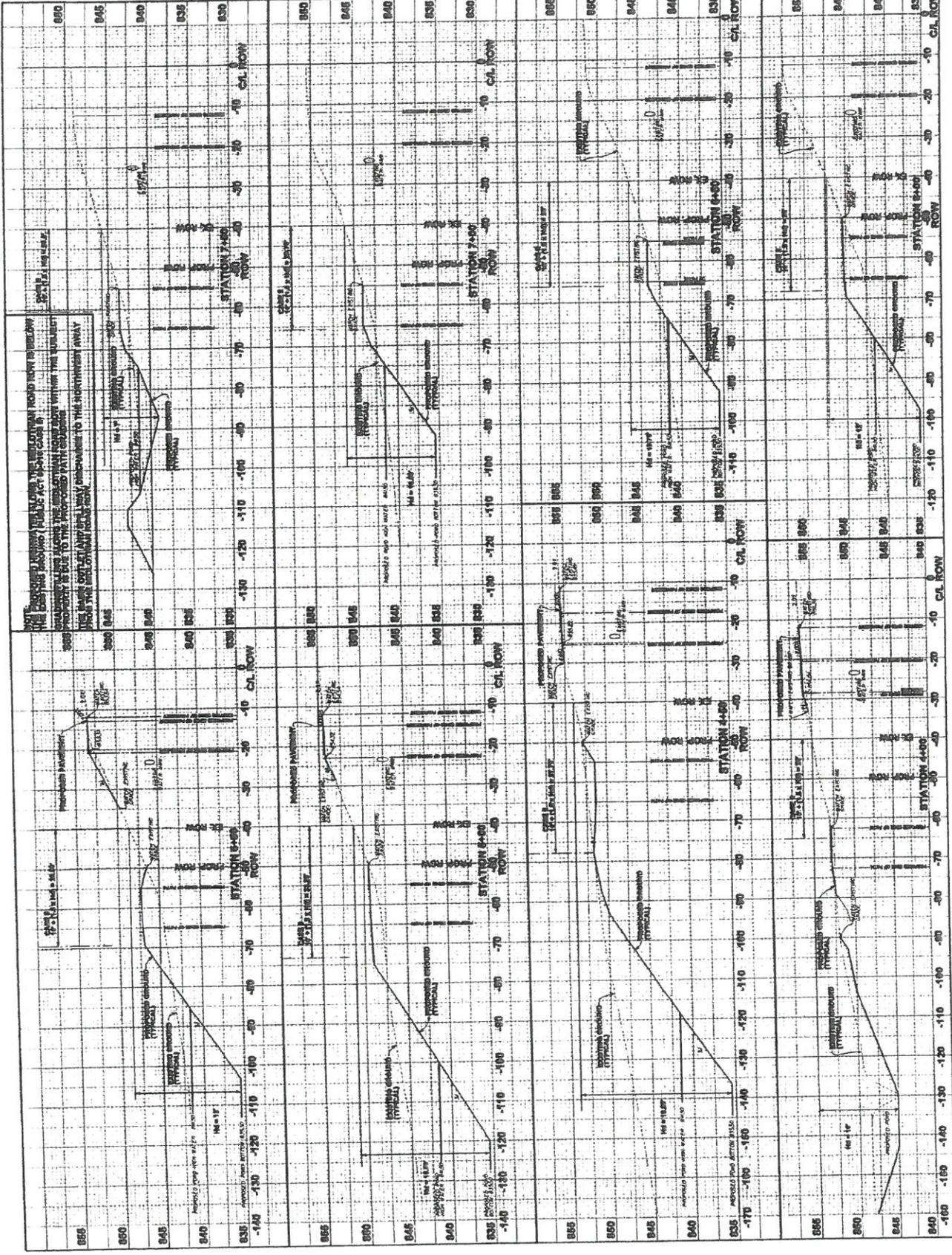
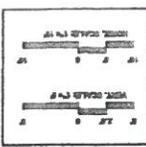


EXHIBIT F

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
<u>SANITARY SEWER</u>				
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
<u>WATER MAIN</u>				
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				<u>\$452,220.00</u>
<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				<u>\$92,900.00</u>

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

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
<u>RECAPITULATION</u>				
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	\$2,175,958.20
			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

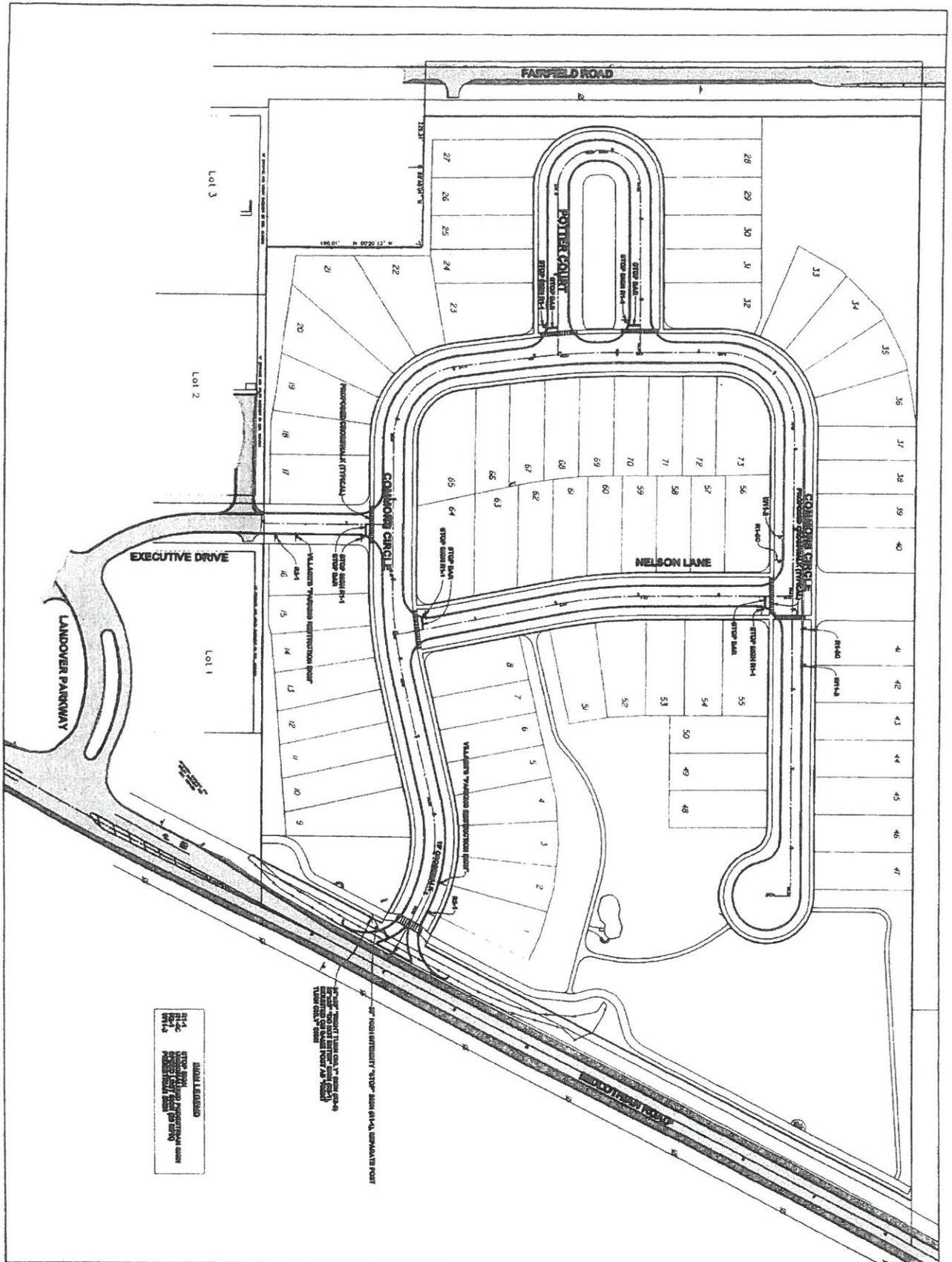
K. HOVNANIAN T & C HOMES OF ILLINOIS, LLC

By: _____
Its _____

By: _____
Its _____

**TRAFFIC ENFORCEMENT AGREEMENT
EXHIBIT A**

TRAFFIC ENFORCEMENT AGREEMENT MAP



NOTES

1. ALL LOT AREAS SHALL BE MAINTAINED AS OPEN SPACE.

2. ALL LOT AREAS SHALL BE MAINTAINED AS OPEN SPACE.

3. ALL LOT AREAS SHALL BE MAINTAINED AS OPEN SPACE.

30' HOUSING RESTRICTION - 100% HOUSING RESTRICTION

30' HOUSING RESTRICTION - 100% HOUSING RESTRICTION

30' HOUSING RESTRICTION - 100% HOUSING RESTRICTION

TRAFFIC ENFORCEMENT AGREEMENT MAP

NO. 1. 1/1/2000

DATE	BY	DESCRIPTION

THE VILLAS AT THE COMMONS

VILLAGE OF BRADFORD WOODS, MASSACHUSETTS

PEARSON, BROWN & ASSOCIATES, INC.

CONSULTING ENGINEER

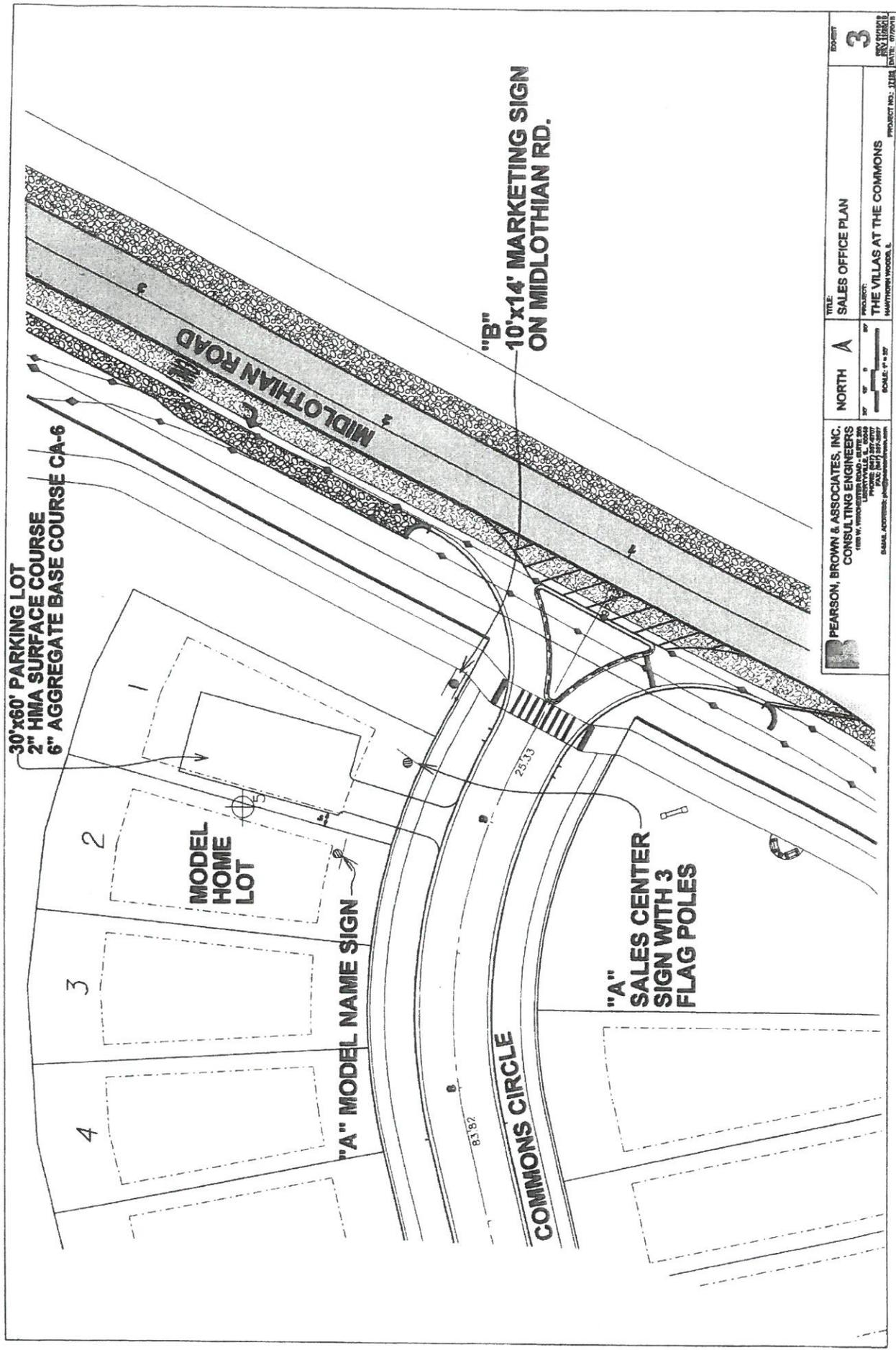
200 N. BRADFORD ROAD - SUITE 200
 BRADFORD, MA 01830
 (508) 538-1111
 FAX: (508) 538-1112

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SCALE: 1" = 50'

NORTH

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

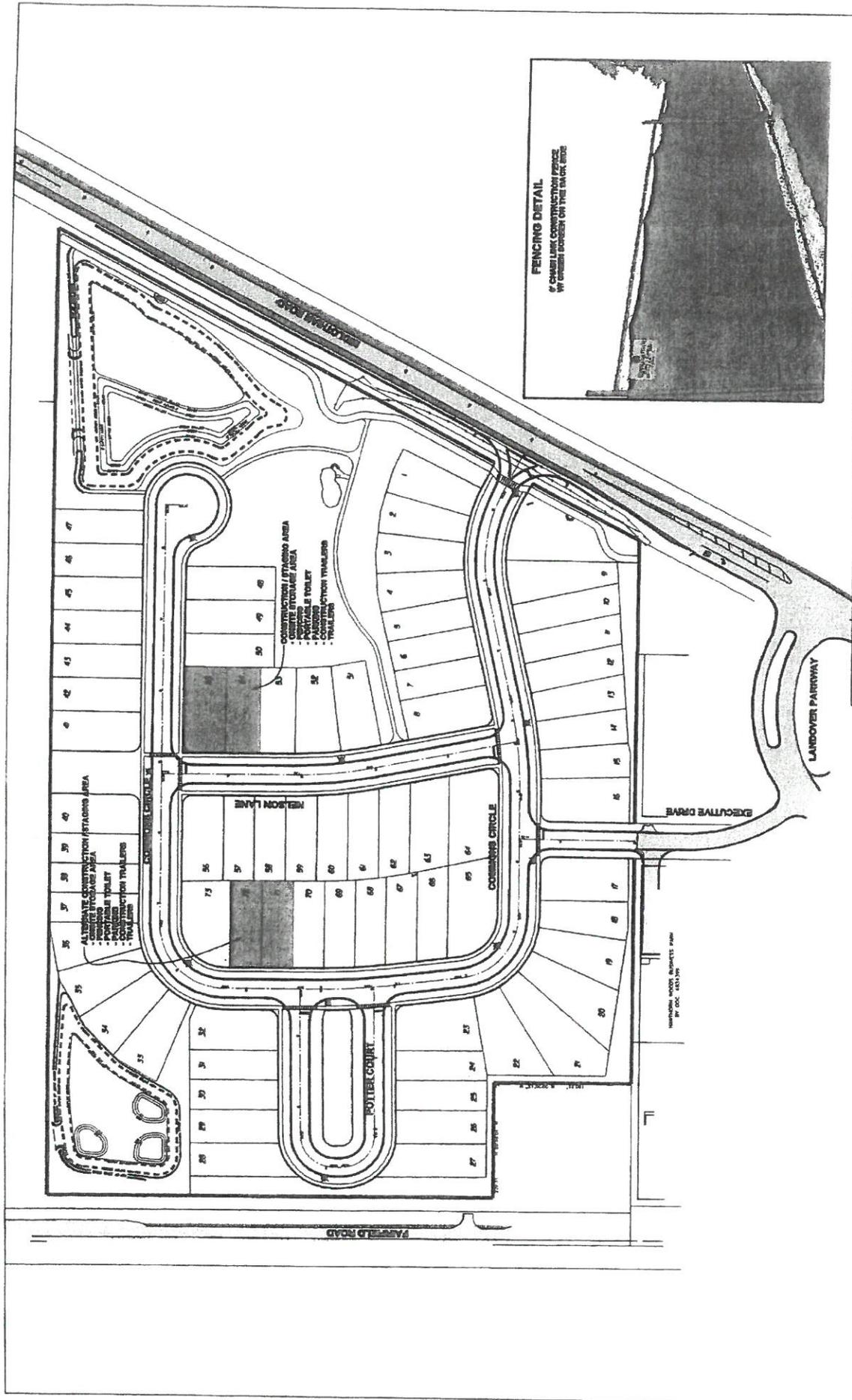
COMMONS CIRCLE

"A" SALES CENTER SIGN WITH 3 FLAG POLES

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

PEARSON, BROWN & ASSOCIATES, INC. CONSULTING ENGINEERS 1000 W. WINDSOR BLVD., SUITE 100 MANNING, MISSOURI 64503 PHONE: (816) 337-0777 FAX: (816) 337-0778 EMAIL: AP@PBA.COM; PH@PBA.COM; WWW.PBA.COM	TITLE	SALES OFFICE PLAN	DATE	3
	PROJECT	THE VILLAS AT THE COMMONS MANNING, MISSOURI, L.	PROJECT NO.	2118
NORTH		SCALE: 1" = 20'		

EXHIBIT I
CONSTRUCTION OFFICE & EQUIPMENT STAGING PLAN



PEARSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1800 W. WINDGATE ROAD, SUITE 208
 FARMINGTON, CT 06031
 PHONE: (860) 271-6700
 FAX: (860) 271-6700
 E-MAIL: AP@PBA.COM

THE CONSTRUCTION OFFICE & EQUIPMENT STAGING PLAN

PROJECT: THE VILLAGES AT THE COMMONS
 FARMINGTON, CT

SCALE: 1" = 100'

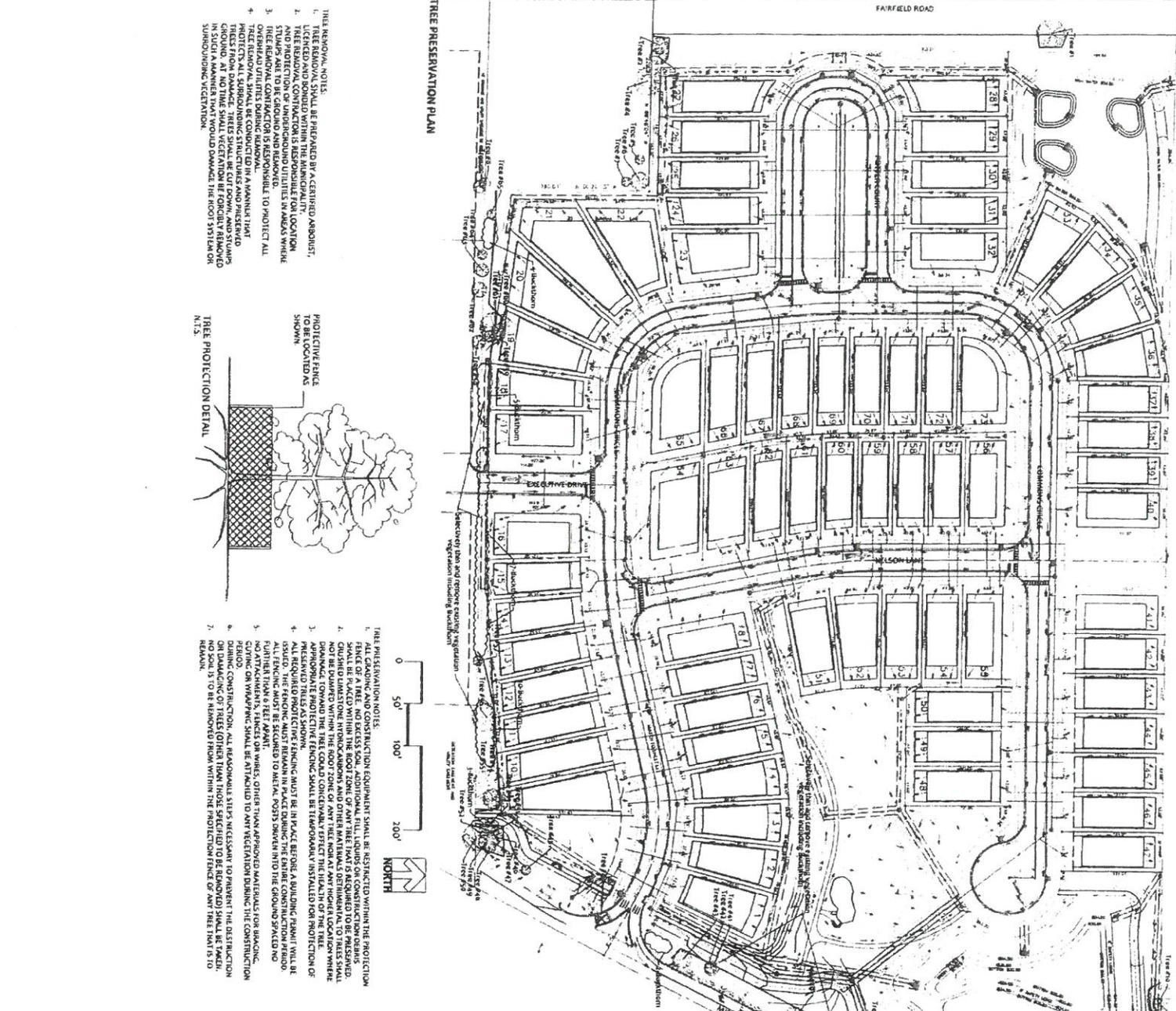
NORTH

NO. 2

REVISIONS

PROJECT NO.: JDR
DATE: 07/20/14

EXHIBIT J
FINAL LANDSCAPE PLAN



- TREE REMOVAL NOTES:**
1. TREE REMOVAL SHALL BE PERFORMED BY A CERTIFIED ARBORIST;
 2. TREE REMOVAL CONTRACTOR IS RESPONSIBLE FOR LOCATION AND PROTECTION OF UNDERGROUND UTILITIES IN AREAS WHERE TREE REMOVAL IS TO BE CONDUCTED AND BE RESPONSIBLE TO PROTECT ALL TREE REMOVAL UTILITIES DURING REMOVAL;
 3. TREE REMOVAL SHALL BE CONDUCTED IN A MANNER THAT PRESERVES THE STABILITY OF ADJACENT STRUCTURES AND PRESERVED AREAS;
 4. TREE REMOVAL SHALL BE CONDUCTED IN A MANNER THAT PRESERVES THE STABILITY OF ADJACENT STRUCTURES AND PRESERVED AREAS; AT NO TIME SHALL VEGETATION BE FORCIBLY REMOVED IN SUCH A MANNER THAT WOULD DAMAGE THE ROOT SYSTEM OR SURROUNDING VEGETATION.
- TREE PRESERVATION PLAN**
- PROTECTIVE FENCE TO BE LOCATED AS SHOWN**
- TREE PROTECTION DETAIL**
- TREE PRESERVATION NOTES:**
1. THE PRESERVATION NOTES SHALL BE RESTRICTED WITHIN THE PROTECTION FENCE OF A TREE. NO EXCESS SOIL, ADDITIONAL FILL, LIQUIDS OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE ROOT ZONE OF ANY TREE THAT IS REQUIRED TO BE PRESERVED. NO BE DAMAGED WITHIN THE ROOT ZONE OF OTHER TREES WITHIN THE PROTECTION FENCE. DRAINAGE TOWARD THE TREE SHOULD CONSIDERABLY AFFECT THE HEALTH OF THE TREE.
 2. APPROPRIATE PROTECTIVE FENCING SHALL BE TEMPORARILY INSTALLED FOR PROTECTION OF TREES TO BE PRESERVED. THE FENCING MUST REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PERIOD. ALL REQUIRED PROTECTIVE FENCING SHALL BE IN PLACE BEFORE A BUILDING PERMIT WILL BE ISSUED. THE FENCING MUST BE SECURED TO METAL POSTS DRIVEN INTO THE GROUND SPACED NO MORE THAN 6 FEET ON CENTER. OTHER THAN APPROVED MATERIALS FOR BRACING, CUTTING OR WELDING SHALL BE ATTEMPTED TO ANY VEGETATION DURING THE CONSTRUCTION PERIOD.
 3. CONSTRUCTION, ALL REASONABLE STEPS NECESSARY TO PREVENT THE DISTRIBUTION OR DAMAGE OF TREES (OTHER THAN THOSE SPECIFIED TO BE REMOVED) SHALL BE TAKEN. NO SOIL IS TO BE REMOVED FROM WITHIN THE PROTECTION FENCE OF ANY TREE THAT IS TO REMAIN.



SYMBOL KEY

Backsweep Cluster's 31' or greater DBH.

Tree to be removed

Protective fencing

NO.	SYMBOL	DESCRIPTION	REMARKS
1	Tree 81	Tree to be removed	
2	Tree 82	Tree to be removed	
3	Tree 83	Tree to be removed	
4	Tree 84	Tree to be removed	
5	Tree 85	Tree to be removed	
6	Tree 86	Tree to be removed	
7	Tree 87	Tree to be removed	
8	Tree 88	Tree to be removed	
9	Tree 89	Tree to be removed	
10	Tree 90	Tree to be removed	
11	Tree 91	Tree to be removed	
12	Tree 92	Tree to be removed	
13	Tree 93	Tree to be removed	
14	Tree 94	Tree to be removed	
15	Tree 95	Tree to be removed	
16	Tree 96	Tree to be removed	
17	Tree 97	Tree to be removed	
18	Tree 98	Tree to be removed	
19	Tree 99	Tree to be removed	
20	Tree 100	Tree to be removed	

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
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20		

PROJECT INFORMATION

PROJECT: THE VILLAS AT THE COMMONS, HAWTHORN WOODS, IL

DATE: 02/18

PROJECT NUMBER: KTK

DESIGNER: KTK

CHECKED: KTK

SHEET NO: L1

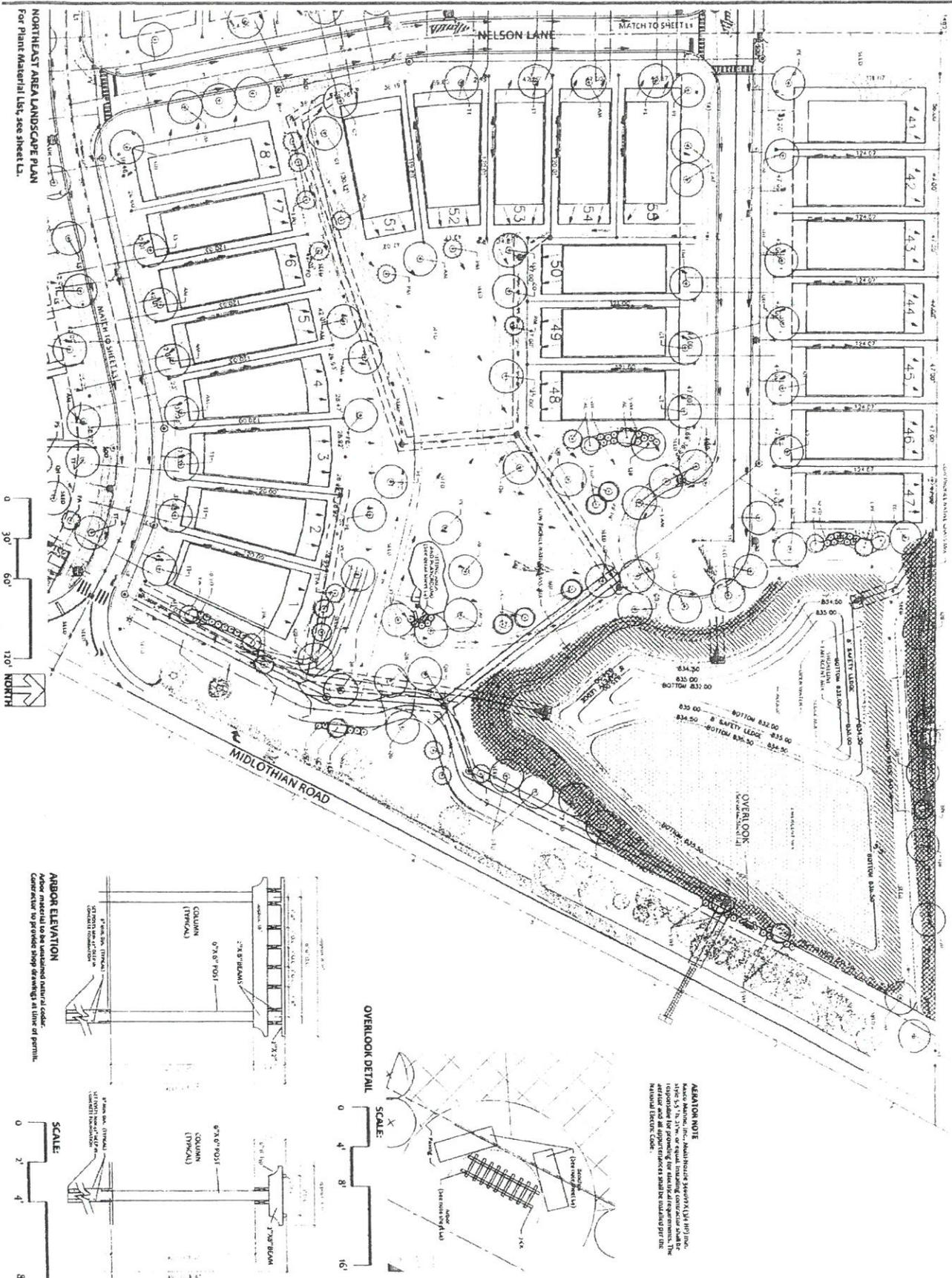
The Villas at the Commons, Hawthorn Woods, IL

K. Hovnanian Homes

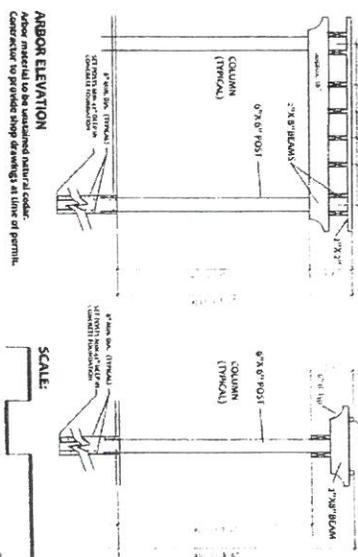
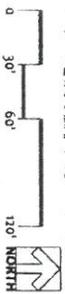
FINAL LANDSCAPE PLAN

KROGSTAD LAND DESIGN LIMITED

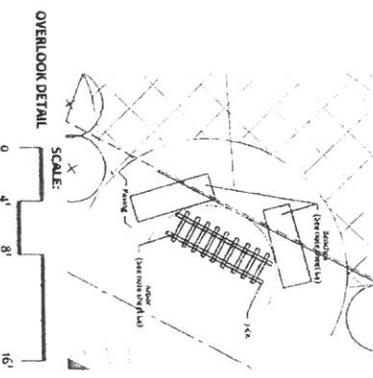
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NORTHEAST AREA LANDSCAPE PLAN
For Plant Material List, see sheet L1.



ARBOR ELEVATION
Arbor material to be sustained natural color.
Contractor to provide shop drawings as line of permit.



ATTENTION NOTE
Make sure the arbor structure is properly installed and maintained. The contractor is responsible for providing the line of permit requirements. The arbor and all other structures shall be installed per the National Fire Protection Association (NFPA) code.

NO.	DATE	DESCRIPTION
1	07/18	ISSUED FOR PERMIT
2	07/19	ISSUED FOR PERMIT

DRAWN: KTK
 PROJECT: KIRIBIDA
 DATE: 07/18
 CHECKED: KTK
 SHEET NO. **L3**

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

KROGSTAD LAND DESIGN LIMITED
 1000 W. WASHINGTON ST., SUITE 100
 CHICAGO, IL 60606
 TEL: 773.334.1111
 FAX: 773.334.1112
 WWW.KROGSTADLANDDESIGN.COM

