

ORDINANCE NO. 1876-18

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE HIGH POINTE
ESTATES SUBDIVISION IMPROVEMENT AGREEMENT – TAYLOR MORRISON
OF ILLINOIS, INC.

WHEREAS, on or about June 25, 2018, Ok Capital, Inc., and Taylor Morrison of Illinois, Inc., (“DEVELOPER”), as applicants and/or owners of the property, filed an application for a special use permit for a planned unit development, relief from the Zoning Ordinance, Subdivision Control Ordinance and Building Regulations Ordinance, and a certificate of approval for architectural elevations regarding the property legally described on **Exhibit "A"** attached hereto and incorporated herein (the "SUBJECT REALTY"); and,

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

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

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

1. Administrative review and approval of the Engineer’s Estimate of Probable Costs for Improvements, as subsequently revised.

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resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, superseded by this ordinance.

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

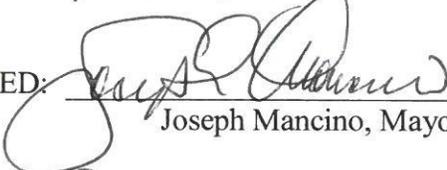
The foregoing Ordinance was passed by a roll call vote as follows:

AYES: Hosik, Riess, Corrigan, Dimaggio

NAYS: 0

ABSTENTIONS: 0

ABSENT: Kaiser, David

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: Aug 20, 2018

APPROVED: Aug 20, 2018

EXHIBIT A

LEGAL DESCRIPTION

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

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

EXHIBIT "B"
FINDINGS OF FACT



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

FINDINGS OF FACT

**Public Meeting Date:
August 13, 2018**

**Taylor Morrison – High Pointe Estates
Request for Special Use Permit for Proposed Planned Unit Development
Final Development Plans**

Based upon the evidence presented to the Planning Building and Zoning (PB&Z) Commission at the public meeting, the PB&Z Commission makes the following findings of fact with respect to the requested special use permit in connection therewith.

9-14-4.B:

(1) That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

Finding: The PB&Z Commission finds that the single-family attached residential development is designed with the interest of public convenience and will contribute to the general welfare of the neighborhood and the community at large.

(2) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or injurious to property values or improvement in the vicinity.

Finding: The PB&Z Commission finds that the special use and uses permitted in the development will not cause an undue detrimental influence or effect upon the surrounding neighborhood, be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

(3) That the proposed use will comply with the regulations and conditions specified in this Title for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

Finding: The PB&Z Commission finds that the special use and uses permitted in the development will comply with (i) the regulations and conditions specified in this Title for such use, and (ii) with the stipulations and conditions made as a part of the authorization granted by the Village Board of Trustees.

All of the above Findings of Fact are subject to the conditions of approval made by the PB&Z Commission on August 13, 2018.

Respectfully submitted,



Jim Merkel, Chairperson

MJC



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

FINDINGS OF FACT

Public Meeting Date:
August 13, 2018

**Taylor Morrison – High Pointe Estates
Request for a Planned Unit Development
Final Development Plans**

Based upon the evidence presented to the Planning Building and Zoning (PB&Z) Commission at the public meeting, the PB&Z Commission makes the following findings of fact with respect to the requested Planned Unit Development in connection therewith.

9-15-7.A. General:

(1) The uses permitted by such exceptions as may be requested or recommended are necessary or desirable and appropriate to the purpose of the development.

Finding: The PB&Z Commission finds that the single-family attached residential uses permitted by the requested exceptions from the Village Code are necessary, desirable and appropriate for development of this subdivision as a planned unit development.

(2) The uses permitted in such development are not of such nature or so located as to exercise an undue detrimental influence or effect upon the surrounding neighborhood.

Finding: The PB&Z Commission finds that the uses permitted in the development will not cause an undue detrimental influence or effect upon the surrounding neighborhood.

(3) That any industrial park areas established in the planned unit development conform to all requirement therefor as set forth elsewhere in this Title.

Finding: N/A

(4) That all minimum requirements pertaining to commercial, residential, institutional, or other uses established in the planned unit development shall be subject to the requirements for each individual classification as established elsewhere in this Title, except as may be

specifically varied in the ordinance granting and establishing a planned unit development use.

Finding: The PB&Z Commission finds that the departures to the minimum requirements established in the R-2 One-Family Residence District of the Village Code shall be specifically identified in the ordinance granting and establishing this planned unit development.

(5) When private streets and common driveways are made a part of the planned unit development or private common open space or recreation facilities are provided, the applicant shall submit, as part of the application, the method and arrangement whereby these private facilities shall be operated and maintained. Such arrangements for operating and maintaining private facilities shall be subject to the approval of the Village Board.

Finding: The PB&Z Commission finds that all covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the planned unit development provide for the continued operation and maintenance of any private streets, common driveways, private common open space, and/or recreation facilities that are part of the planned unit development and shall be subject to the approval of the Village Board. The PB&Z Commission also finds that the above items shall not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the proposed development.

9-15-7.B. Residential:

(1) Residential density for a planned unit development shall not be greater than the recommended density, as shown in this Title for the Village, nor shall any lot to be used for residential purposes be less in area or dimension than that required by the district regulations applicable to the district in which the planned unit development is located, except that the PB&Z may recommend and the Village Board may grant a reduction in such lot area and dimension, but not more than fifteen percent (15%) when the planned unit development provides common open space equal to not less than ten percent (10%) of the gross area of the planned unit development.

Finding: The PB&Z Commission finds that the planned unit development provides for residential density that is inconsistent with the R-2 District. Although the planned unit development provides for dwelling lot areas that are consistent with the R-2 District requirements, the PB&Z Commission acknowledges that the dwelling parcel areas are inconsistent with the R-2 District requirements for individual lot area. However, the PB&Z Commission finds acceptable a departure to the minimum requirement for lot areas or parcel areas as identified in Standards 9-15-7.A.4 and 9-15-7.D.1 of these Findings of Fact and in the planned unit development ordinance for this planned unit development.

(2) Business uses may be included as part of a planned residential development when the PB&Z Commission finds that such business uses are beneficial to the overall planned unit development and will not be injurious to adjacent or neighboring properties. Such business uses shall not be greater in area than ten percent (10%) of the planned unit development.

Finding: N/A

(3) The open areas provided in the part of the planned development containing only residential structures shall be preserved over the life of the planned unit development for use only by the residents of the planned development.

Finding: The PB&Z Commission finds that the planned unit development provides for commons, greenways and open areas for use by residents of the planned unit development and the general public. As such, the PB&Z Commission finds acceptable a departure to the minimum requirement for the above item as identified in Standards 9-15-7.A.4 and 9-15-7.D.1 of these Findings of Fact and in the planned unit development ordinance for this planned unit development.

(4) For that part of a planned development devoted to residential uses, the PB&Z Commission may recommend and the Village Board of Trustees may approve, access to a dwelling by a driveway or pedestrian walk easement, and spacing between buildings of lesser widths or depths than required by district regulation for the district in which the planned development is located, provided:

a. That adequate provisions are made which perpetuate during the period of the special use, access easements and off-street parking spaces for use by the residents of the dwelling served;

Finding: The PB&Z Commission finds that all covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the planned unit development perpetuate access easements for use by the residents of the dwellings served. The PB&Z Commission also finds that the above items shall not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the proposed development.

b. The spacing between buildings shall be approved by the PB&Z Commission and shall be consistent with the application of recognized site planning principles for securing a unified development, and due consideration is given to the openness normally afforded by intervening streets.

Finding: The PB&Z Commission finds that the planned unit development provides for spacing between buildings and adequate rights-of-way widths that are consistent with the application of recognized site planning principles for a single-family attached housing development. As such, the PB&Z Commission finds acceptable a departure to the minimum requirement for spacing between buildings as identified in Standards 9-15-7.A.4 and 9-15-7.D.1 of these Findings of Fact and in the planned unit development ordinance for this planned unit development.

c. The yards for principal buildings along the periphery of the development shall be not less in width or depth than required for permitted uses in the district regulations applicable to the districts in which the planned development is located; and the plan is developed to afford adequate protection to neighboring properties as recommended by the Village Board of Trustees.

Finding: The PB&Z Commission finds that the planned unit development provides for dwelling lot widths and depths along the periphery of the development that are inconsistent with the R-2 District requirements. However, the PB&Z Commission finds acceptable a departure to the minimum requirement for lot areas as identified in Standards 9-15-7.A.4 and 9-15-7.D.1 of these Findings of Fact and in the planned unit development ordinance for this planned unit development.

9-15-7.C. Cluster Subdivision: In any one-family cluster subdivision, the PB&Z Commission may recommend and the Village Board may authorize the following exceptions to the regulations of the district in which the cluster subdivision is permitted as a special use:

(1) A reduction of the lot area by not more than five percent (5%) and in no case shall the lot area be less than twenty thousand (20,000) square feet.

Finding: N/A

(2) A reduction of the lot width to:

100 feet in the R-1 District

90 feet in the R-2 District

Finding: N/A

(3) Lot Area:

a. That in the part of the planned development containing only residential uses, the minimum lot area per dwelling unit may be not more than five percent (5%) less than that required for permitted uses in the district regulations applicable to the district in which the planned development is located.

Finding: N/A

b. Reduction of such lot area be recommended by the PB&Z Commission and approved by the Village Board only where there is contained within the planned development permanent open area, the area and location of which shall meet with the approval of the Commission, and that such open space shall not be less than that which would pertain if developed on individual lots.

Finding: N/A

c. Such open areas shall be preserved over the life of the planned development, for use only by the residents of the planned development or dedicated to the Village for school, park, playground or other public uses.

Finding: N/A

4. That in a planned development devoted to residential use, the PB&Z Commission may recommend and the Village Board may approve, access to a dwelling by a driveway or pedestrian walk easement; however, off-street parking facilities for such dwellings shall be located not more than two hundred feet (200') from the dwelling served; yards of lesser widths or depths than required for permitted uses in the district regulations applicable to the district in which the planned development is located; provided:

a. That protective covenants are recorded which perpetuate access easements and off-street parking spaces for use by the residents of the dwellings served;

Finding: N/A

b. That spacing between buildings shall be consistent with the application of recognized site planning principles for securing a unified development and due consideration is given to the openness normally afforded by intervening streets and alleys;

Finding: N/A

c. Spacing between principal buildings within a part of a planned development shall be equivalent to such spacing as would be required between buildings by district regulations for the district in which it is located.

Finding: N/A

5. That in a planned business development, the following additional requirements are hereby specified:

a. All buildings shall be set back not less than thirty feet (30') from all streets bounding the site;

Finding: N/A

b. Required off-street parking space shall be provided in the ratio of not less than ten (10) parking spaces for every one thousand (1,000) square feet of gross floor area;

Finding: N/A

c. All walks within the planned development shall be paved with a hard surfaced material meeting the specifications of the Village Engineer;

Finding: N/A

d. Any part of the planned development not used for buildings, loading and accessways, shall be attractively landscaped with grass, trees, shrubs or pedestrian walkways, according to a landscape plan, as approved by the PB&Z;

Finding: N/A

e. The buildings in the planned development shall be planned and designed as a unified and single project.

Finding: N/A

9-15-7.D. Variations of Minimum Requirements:

1. Wherever the applicant proposes to provide and set out, by platting, deed, dedication, restriction or covenant, and land or space separate from one-family or multi-family residential districts to be used for parks, playgrounds, commons, greenways or open areas, the PB&Z Commission may consider and recommend to the Village Board and the Village Board may vary the applicable minimum requirements of the subdivision regulations and this Title which may include, but not necessarily be limited to, the following:

- a. Rear yard
- b. Side yard
- c. Lot area
- d. Bulk
- e. Intensity of use
- f. Street width
- g. Sidewalks
- h. Public utilities
- i. Off-street parking

Finding: The PB&Z Commission finds that the planned unit development provides for commons, greenways and open areas. As such, the PB&Z Commission finds acceptable departures to the minimum requirements for the above items as identified in the planned unit development ordinance and in accordance with Standard 9-15-7.A.4 of these Findings of Fact.

2. Business:

- a. Business uses shall be as prescribed by the PB&Z Commission.
- b. All business and storage of materials shall be conducted or stored within a completely enclosed building.
- c. Not more than thirty percent (30%) of the lot area shall be covered by buildings or structures.

- d. At least ten percent (10%) of the lot shall be provided for landscape and open space purposes.
- e. No building shall be more than thirty five feet (35') in height.
- f. No dwelling shall be permitted in a planned business development.
- g. Off street parking shall be provided and maintained on the same lot based upon three (3) square feet of parking space for each square foot of gross floor area unless the PB&Z recommends and the village board requires additional off street parking space.
- h. Service and loading and unloading facilities shall be provided as recommended and approved by the PB&Z.
- i. No building shall be located nearer than fifty feet (50') to any street line.
- j. Business developments shall be adequately screened by fencing or landscaping or both along the boundaries of adjacent residential, public open space, schools, churches or other similar uses. The screen planting shall be prepared by a landscape architect and shall meet the approval of the PB&Z.
- k. Outside lighting shall be so designed and placed so as to not be disturbing to adjacent residential areas. (Ord. 381-87, 6-9-1987)
- l. Signs shall comply with the regulation of the B retail business/commercial uses permitted in this title. (Ord. 381-87, 6-9-1987; amd. Ord. 1314-10, 1-19-2010)

Finding: N/A

9-15-7.E. Conditions And Guarantees: Prior to granting any special uses, the PB&Z Commission may recommend, and the village board shall stipulate such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use as deemed necessary for the protection and requirements specified herein or as may be from time to time required. In all cases in which special uses are granted, the village board shall require such evidence and guarantees as it may deem necessary as proof that the conditions stipulated in connection therewith are being and will be complied with.

Finding:

1. Special Use Permit for a Planned Unit Development recommended for approval subject to:
 - A. Approval of the final plans, exhibits and other documents provided in the submittal booklet by the Board of Trustees.
 - B. Approval of the Final Engineering Modification and Subdivision Septic System Plan by the Village Engineer.

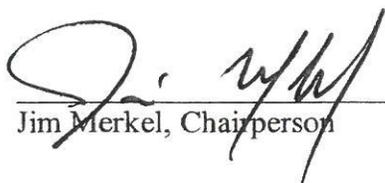
- C. Approval of the Onsite Wastewater Treatment System (biobarrier-style community septic system) by the Lake County Health Department and Community Health Center.
 - D. Approval of the individual water wells by the Lake County Health Department and Community Health Center.
2. Special Use Permit for display homes recommended for approval subject to:
- A. Approval of the final plans, exhibits and other documents provided in the submittal booklet by the Board of Trustees.
 - B. Approval of the Final Engineering Modification and Subdivision Septic System Plan by the Village Engineer.
 - C. Approval of the Onsite Wastewater Treatment System (biobarrier-style community septic system) by the Lake County Health Department and Community Health Center.
 - D. Approval of the individual water wells by the Lake County Health Department and Community Health Center.
3. Final PUD plan subject to:
- A. Approval of the final plans, exhibits, departures and other documents provided in the submittal booklet by the Board of Trustees.
 - B. Approval of the Final Engineering Modification and Subdivision Septic System Plan by the Village Engineer.
 - C. Approval of any off-site roadway improvement plans and access permits by the Illinois Division of Transportation.
 - D. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated August 7, 2018, and as subsequently revised.
 - E. Plan review comments provided by Erika Frable, PE, Village Engineer, dated August 6, 2018, and as subsequently revised.
 - F. Plan review comments provided by Michael Cassata, AICP, Village Community Development Director, dated August 7, 2018, and as subsequently revised.
 - G. Plan review comments provided by Rolf C. Campbell & Associates, dated August 7, 2018, and as subsequently revised.
 - H. Plan review comments provided by Countryside Fire Protection District, dated July 31, 2018, and as subsequently revised.
4. Final Engineering Modification and Subdivision Septic System Plan recommended for approval subject to:
- A. Approval of the Final PUD Plan by the Board of Trustees.
 - B. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated August 7, 2018, and as subsequently revised.
 - C. Plan review comments provided by Erika Frable, PE, Village Engineer, dated August 6, 2018, and as subsequently revised.
 - D. Approval of the Final Engineering Modification and Subdivision Septic System Plan by the Village Engineer.
 - E. Approval of the Public Service Uses by all federal, state, and local regulatory agencies, as required.
 - F. Approval of the Onsite Wastewater Treatment System (biobarrier-style community septic system) by the Lake County Health Department and Community Health Center.

G. Approval of the individual water wells by the Lake County Health Department and Community Health Center.

5. Temporary Sign Exhibit (marketing) recommended for approval as depicted in the final plans submittal booklet, dated August 13, 2018 and August 20, 2018, and as subsequently revised.
6. Building elevations for Lots 2- 11 recommended for approval as depicted in the final plans submittal booklet, August 13, 2018 and August 20, 2018.
7. Address and Mailbox Exhibit recommended for approval as depicted in the final plans submittal booklet, August 13, 2018 and August 20, 2018, and as subsequently revised.
8. Construction and Sales Equipment plans recommended for approval as depicted in the final plans submittal booklet, August 13, 2018 and August 20, 2018.
9. Departures from the Village Code recommended for approval as identified in the final plans submittal booklet, August 13, 2018 and August 20, 2018.
10. Such other relief or approvals as the Village Attorney and/or the Village Board may determine reasonably necessary.
11. Execution of a Subdivision Improvement Agreement for on-site and off-site improvements prior to construction grading work on the subject property.
12. Agree to approval of back-up SSA for homeowner's association obligations.

All of the above Findings of Fact are subject to the conditions of approval made by the PB&Z Commission on August 13, 2018.

Respectfully submitted,



Jim Merkel, Chairperson

MJC



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

FINDINGS OF FACT

Public Meeting Date:
August 13, 2018

Taylor Morrison – High Pointe Estates
Request for a Planned Unit Development Subdivision
Final Development Plans

Based upon the evidence presented to the Planning Building and Zoning (PB&Z) Commission at the public meeting, the PB&Z Commission makes the following findings of fact with respect to the requested planned unit development subdivision in connection therewith.

10-5-2.A Hardships:

(1) Public Welfare Protected: The granting of the variation will not be detrimental to the public safety, health or welfare or injurious to other property or improvements in the neighborhood in which the property is located.

Finding: The PB&Z Commission finds that the single-family attached residential subdivision is designed with the interest of public and will not be detrimental to the public safety, health or welfare or injurious to other property or improvements in the neighborhood.

(2) Unique Condition: The conditions upon which the request for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property.

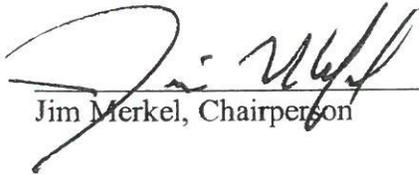
Finding: The PB&Z Commission finds that the conditions of the proposed subdivision are unique in that the subdivision is comprised of higher density single-family homes, which is reflected in the design of the subdivision and respective variation requests.

(3) Particular Physical Conditions: Because of the particular surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

Finding: The PB&Z Commission finds that due to the specific conditions of the proposed subdivision, a particular hardship would result if the strict letter of the regulations were carried out. These conditions include the existing infrastructure and the biobarrier-style Community Septic System located on the subject property, which is reflected in the design of the subdivision and respective variation requests.

All of the above Findings of Fact are subject to the conditions of approval made by the PB&Z Commission on August 13, 2018.

Respectfully submitted,



Jim Merkel, Chairperson

MJC

EXHIBIT "C"

SUBDIVISION IMPROVEMENT AGREEMENT

IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT made and entered into this 24th day of September, 2018, 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"), OK Capital, Incorporated (the "OWNER") or its successors or assigns, and Taylor Morrison of Illinois, Inc., an Illinois corporation (the "DEVELOPER") or its successors or assigns. Hereafter, the VILLAGE, OWNER, or the DEVELOPER may be referred to individually as a "PARTY" and collectively as the "PARTIES".

W I T N E S S E T H:

WHEREAS, on September 22, 2006, the Village and Costekin Development, LLC, an Illinois limited liability company (the "PREVIOUS DEVELOPER") entered into an Improvement Agreement with respect to the property legally described on **Exhibit "A"**, attached hereto, which Exhibit is, by this reference, incorporated herein ("SUBJECT REALTY"), so as to permit the construction of the High Pointe Estates Subdivision ("ORIGINAL DEVELOPMENT"), in accordance with the Final Plat of Subdivision, recorded as number 6240354 on September 12, 2007; and

WHEREAS, the subdivision improvements in the ORIGINAL PROJECT were partially constructed and installed, but not completed, by the PREVIOUS DEVELOPER; and

WHEREAS, on or about June 25, 2018, DEVELOPER, as applicant, filed an application for a Special Use Permit for a Planned Unit Development with respect to the Subject Realty, so as to permit the construction of the High Pointe Estates development consisting of ten (10) Two-Family Dwelling Units totaling 20 residential Dwelling Units, on ten (10) residential lots, one lot used for septic purposes (Lot 1), and one outlot (Outlot A) ("CURRENT DEVELOPMENT"); and

WHEREAS, the VILLAGE and Developer have entered into a certain First Amendment to Annexation Agreement ("FIRST AMENDMENT") with respect to the SUBJECT REALTY

dated 9/24, 2018; and

WHEREAS, the VILLAGE is willing to approve the CURRENT 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, OWNER and DEVELOPER. The CURRENT 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, if not already installed, on the SUBJECT REALTY (the "IMPROVEMENTS" or individually, the "IMPROVEMENT"), as defined below:

- A. Street Paving, including surface course, any necessary binder patching and base repair and repair/replacement of any damaged curb and gutter (including finished grading and restoration within the VILLAGE'S right-of-way).
- B. Televising of all existing storm sewer and replacement of any missing grates at inlets.
- C. Televising of all existing sanitary sewer.
- D. Pressure testing of sanitary sewer.
- E. Biobarrier-Style Community Septic System, including connection to existing sanitary sewer in street right-of-way (and all appurtenances thereto).
- F. Abandonment of fire hydrants and water services, including buffalo boxes.
- G. Parkway Landscaping and Parkway Trees, which shall be installed as set forth on the Approved Landscaping Plans.
- H. Private park improvements on Lot 7C, adjacent to and overlooking Outlot A, including five-foot path and pergola on a concrete pad.
- I. Street Signs.
- J. Erosion Control.

- K. Site Grading and Earthwork.
- L. Approved mailboxes and posts, as shown on attached **Exhibit "E"**.
- M. Record drawings.
- N. Punch list items of entire development upon inspection of previous and proposed improvements.
- O. Any and all restoration work attendant to any of the above.
- P. All other Public Improvements as may be set forth on the PLANS (as defined below).

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, OWNER, and DEVELOPER, and the Plans and Specifications titled "Final Engineering Modification" for such IMPROVEMENTS shown on **Exhibit "B"** attached hereto, which Plans and Specifications have been prepared by Land Technologies, Inc., dated May 14, 2018 and last revised July 20, 2018, known as Drawing Number 16-281, consisting of three (3) sheets (the "MODIFIED ENGINEERING"), together with the "Final Engineering Plans for High Pointe Estates Subdivision", dated August 14, 2006 and last revised per the Village on November 14, 2006, known as Drawing Number 05-168, consisting of fifteen (15) sheets (the "ORIGINAL ENGINEERING"), which Plans and Specifications have heretofore been approved by the VILLAGE, together with any amendments thereto approved by the VILLAGE (collectively, the "PLANS"). In the event of any discrepancy between the ORIGINAL ENGINEERING and the MODIFIED ENGINEERING, the MODIFIED ENGINEERING shall control and supersede. Any utilities and services to be installed and/or replaced in or under the streets shall be installed and/or replaced prior to surface course being installed.

2. Attached hereto as **Exhibit "C"** is a complete cost estimate (engineer's estimate of probable costs) for the construction of the IMPROVEMENTS that have yet to be completed and/or replaced since the cessation of the ORIGINAL DEVELOPMENT. 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 reasonably 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 "C"** represents the costs of all remaining IMPROVEMENTS to be constructed and/or replaced 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. 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 Section 10-3-14(C) of the Village Code of Ordinances ("FINAL ACCEPTANCE") of any of the IMPROVEMENTS.

3. All work related to the IMPROVEMENTS, except private water wells and

Biobarrier-Style Community Septic System outside the public right-of-way, 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 well IMPROVEMENTS and Community Septic System Improvements outside the public right-of-way shall not be subject to inspection by the Village Engineer, but shall be inspected by an engineer engaged by the Lake County Health Department, in accordance with Lake County Health Department's standard procedure, provided, however, the backfill used within the road rights-of-way, if applicable, 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. DEVELOPER will pay to the VILLAGE all plan review, inspection and other fees as required by the VILLAGE'S form of Draw Down Deposit Agreement, executed by the DEVELOPER on January 3, 2018 and executed by the VILLAGE on February 12, 2018, 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 CURRENT DEVELOPMENT on the SUBJECT REALTY, DEVELOPER or its successor 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, and contractors	One time.
Soil Erosion, Sediment Control and Tree	Prior to start of activities, once per month or as

Removal	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 activities, one time, repeated as needed.
Storm sewer installation/replacement	Daily.
Biobarrier-Style Community Septic System	Lake County Health Department is responsible for construction observation of the Community Septic System facilities. The VILLAGE will make daily checks of backfill operations if operations impact the public right-of-way.
Curb and gutter replacement, as determined by VILLAGE	Part-time observation of curb replacement.
Hot mix asphalt pavement, binder and base repair	Full time observation of all pavement placements.
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. No work of any kind shall commence on the SUBJECT REALTY by the DEVELOPER until written approval by the Lake County Health Department for the Biobarrier-Style Community Septic System is provided to the VILLAGE.

7. DEVELOPER shall install mailboxes in accordance with the Address and Mailbox Exhibit attached hereto as **Exhibit "E"** that depicts the type, size and locations of mailboxes, as well as a site plan that identifies the addresses of the Two-Family Dwelling Units. All mailboxes and appurtenances shall comply with the Village Code, Village guidelines, and Federal postal regulations.

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

9. DEVELOPER shall not install obstructions or obstacles in the right-of-way, including the parkway, other than those permitted in either the FIRST AMENDMENT, this AGREEMENT or the Village Code.

10. 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 A-VI 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.

11. 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.

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

- A. No work on the remaining IMPROVEMENTS and/or replacements, 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 PLANS.

- B. 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.

- C. DEVELOPER shall be issued building permits to construct two (2) Two-Family buildings on the SUBJECT REALTY (one building to be used as a model home and sales office, the other as a “spec” building, together the “MODEL BUILDINGS”) prior to completion of private water wells and the Community Septic System on Lot 1, provided that:
 - i. Such construction is undertaken at DEVELOPER’S risk;

 - ii. 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;

 - iii. DEVELOPER shall not undertake any such construction activities in any area designated as a flood plain or wetland unless DEVELOPER has received the necessary permits for such activity and provided a copy to the VILLAGE;

 - iv. 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; and

 - v. VILLAGE shall not issue temporary or final Certificates of Occupancy until the model and spec buildings are connected to individual private water wells and the Community Septic System on Lot 1.

- D. 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 substantially consistent with the construction plans and permits.
- E. Except as identified above, no certificates of occupancy pursuant to Section 19 below shall be issued other than the MODEL BUILDINGS within the DEVELOPMENT until the following IMPROVEMENTS have been installed, inspected and approved by the VILLAGE:
- i. Individual private water wells and Community Septic System Facilities, and all appurtenances thereto;
 - ii. 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);
 - iii. Street Signs; and
 - iv. 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).
- F. 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 seven (7) residential lots of the subdivision, but no later than five (5) years from the date of this AGREEMENT.

Notwithstanding any provision contained herein to the contrary, all IMPROVEMENTS shall be completed no later than five (5) 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 IMPROVEMENTS in Micro Station or AutoCAD files, Portable Document Format (PDF), and one hard-copy set (paper) to the Village Engineer. The VILLAGE'S Chief Operating Officer may grant a one-year extension to the date set forth herein; 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, or should DEVELOPER not commence such Improvements within such time and

thereafter diligently prosecute the same to completion within a period of time not to exceed 60 days after the expiration of the period 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, 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 Guarantee Security, the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process.

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

- A. Upon completion of all IMPROVEMENTS 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.

FINAL ACCEPTANCE shall include the acceptance of the infrastructure and improvements installed previously by Costekin.

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. Lake County Health Department shall determine when the private water well facilities are complete.
- C. Lake County Health Department shall determine when the Community Septic System facilities are complete.
- D. The Guarantee Security shall be reduced by the VILLAGE from time to time, as public IMPROVEMENTS within the SUBJECT REALTY are completed and approved by the Village Engineer and prior to the 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.

14. The DEVELOPER guarantees that the workmanship and materials furnished under the Final Engineering Modifications 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. 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. 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.

If during said guarantee period, any IMPROVEMENT shall require any repairs or renewals, in the opinion of the Village Engineer, 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, or commence such repairs or renewals and thereafter diligently prosecute the same to completion within a period of time not to exceed 60 days after the expiration of the period prescribed therein, 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.

15. 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.

16. 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. 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.

17. 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.

18. 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/or property owners' association(s) to be created by DEVELOPER for the purpose of *inter alia* the VILLAGE 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, the Community Septic System septic field located on Lot 1, 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 prior to the issuance of the first certificate of occupancy. 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 depicted and described on the attached **Exhibit "A"**.

19. Provided all private water wells, Community Septic System, stormwater management facilities and streets improved with a surface course, binder course and base course repairs required to serve such dwelling units and buildings have been completed to the satisfaction of the Village Engineer (but not necessarily accepted by the VILLAGE) 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 as defined in Article V of the Amendment. However, the same shall not limit in any respect the VILLAGE's or DEVELOPER's rights and remedies under the FIRST AMENDMENT or this Agreement. Temporary certificates of occupancy shall be issued by the VILLAGE for buildings and dwelling units whose landscaping, driveway paving and grading improvements have not been completely finished due to adverse weather conditions subject to satisfaction of VILLAGE requirements for issuance of temporary certificates of occupancy.

20. 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 right 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.

21. 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 (or commence to cure and thereafter diligently prosecute the same to completion within a period of time not to exceed 60 days after

the expiration of the period prescribed in such notice), 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.

22. 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.

23. 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.

24. 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 and/or Exclusion and Exceptions List 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.

25. Whenever this AGREEMENT conflicts with the FIRST AMENDMENT, the terms of the FIRST AMENDMENT shall prevail and control. 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" as used in Sections 14(D) and 22 (and in any other sections 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.

26. This AGREEMENT shall be in full force and effect from the date set forth above and shall be coterminous for the same twenty (20) year term as the FIRST AMENDMENT.

27. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Illinois.

28. 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. OWNER at:

OK Capital, Incorporated
1250 S. Grove, #300
Barrington, IL 60010
Attn: Thomas O'Donnell

C. DEVELOPER at:

Taylor Morrison of Illinois, Inc.
1834 Walden Office Square, Suite 300
Schaumburg, IL 60173

Attn: Scott Barenbrugge

With a copy to:

Meltzer, Purtill & Stelle LLC
300 South Wacker Drive, Suite 2300

Chicago, Illinois 60606
Attn: Julie M. Workman

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

30. 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.

[SIGNATURE PAGES FOLLOW]

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:

Dana Sebaito
Village Clerk



OK CAPITAL, INCORPORATED, and Illinois corporation

By: *[Signature]*
Its: President

By: *[Signature]*
Its: Secretary

TAYLOR MORRISON OF ILLINOIS, INC., an Illinois corporation

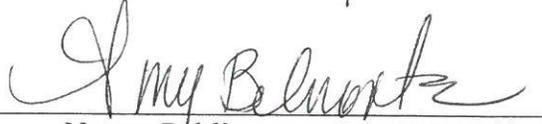
By: *[Signature]*
Name: Richard N. Champagne
Its: President

By: *[Signature]*
Name: Scott Karembugge
Its: Vice President

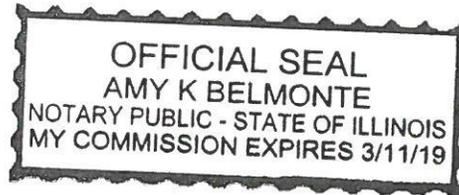
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

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

GIVEN under my hand and Notarial Seal this 21st day of August, 2018.



Notary Public



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

I, the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Thomas A. O'Donnell, Jr personally known to me to be the President of OK CAPITAL, INCORPORATED, and Thomas A. O'Donnell, Jr personally known to me to be the Secretary of OK CAPITAL, INCORPORATED, 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 Thomas A. O'Donnell, Jr. and Thomas A. O'Donnell, Jr. of OK CAPITAL, INCORPORATED, 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 17th day of September, 2018.



Margaret A. Getek
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

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

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

Denise V. Caputo
Notary Public

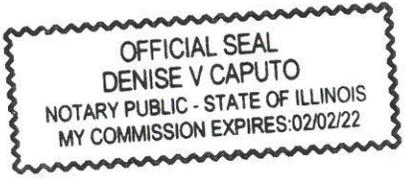


EXHIBIT LIST

EXHIBIT DESCRIPTION

- A Legal Description
- B Final Engineering Modifications
- C Engineer's Estimate of Probable Costs for Remaining Improvements
- D Traffic Enforcement Agreement
- E Addresses and Mailboxes

EXHIBIT A

LEGAL DESCRIPTION

The west 396.46 feet of the south 80 rods of the east 100 rods of the north half of the southeast quarter of Section 21, also that part of the east 100 rods of the south half of the southeast quarter of Section 21, Township 44 North, Range 10 East of the Third Principal Meridian, all lying northerly of the Right of Way Line of Illinois Route #176, in Lake County, Illinois.

EXHIBIT B
FINAL ENGINEERING MODIFICATIONS

Exhibit B



LAMBERT & ASSOCIATES
 945 W. LIBERTY DR.
 F. (800)863-4311
 F. (800)863-4311
 F. (800)863-4311
 WWW.LAMBERTANDASSOCIATES.COM

LAND TECHNOLOGY
 3922 W. MAIN STREET
 MOBILE, AL 36689
 F. (850)885-9223
 F. (850)885-9223
 WWW.LANDTECHNOLOGY.COM

LAND SURVEYING AND CIVIL ENGINEERING

FINAL ENGINEERING MODIFICATION:
 COSTEYIN CT, BAYBORN WOODS
 LOTS 1-11 HIGH RISES
 CLIENT: TAYLOR HOMES
 DRAWN BY: JMB
 CHECK BY: JMB
 DATE: 8/27/08
 1. CONSTRUCTION 1-13-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-258

EXHIBIT C

**ENGINEER'S ESTIMATE OF PROBABLE COSTS
FOR REMAINING IMPROVEMENTS**

LAND TECHNOLOGY
3922 WEST MAIN STREET
MCHENRY, IL 60050
815-363-9200

PROJECT NAME: High Pointe Estates
CLIENT: Taylor Morrison
DATE: 9/4/2018
LT JOB: 16-281

ENGINEER OPINION OF PROBABLE COST - SUB MOD
(UNIT QUANTITIES & PRICES)

	<u>UNIT</u>	<u>QTY</u>	<u>UNIT COSTS</u>		<u>AMOUNT</u>
A. ROADWAY & RIGHT-OF-WAY					
1. HMA BINDER COURSE, IL 19.0 (2" PATCHING)	SQ YD	660	\$	25.00 \$	16,500.00
2. HMA SURFACE COURSE, MIX D - N50 (2")	SQ YD	2640	\$	8.50 \$	22,440.00
3. BITUMINOUS MATERIAL (PRIME COAT SS-1)	GAL	200	\$	1.50 \$	300.00
4. BITUMINOUS MATERIAL (PRIME COAT MC-30)	GAL	800	\$	1.50 \$	1,200.00
5. B-6.12 CURB & GUTTER (REMOVE & REPLACE)	LIN FT	250	\$	30.00 \$	7,500.00
6. SPEED LIMIT SIGN	EACH	1	\$	250.00 \$	250.00
7. STOP SIGN	EACH	1	\$	250.00 \$	250.00
8. PARKWAY TREE MAINTENANCE	LS	1	\$	2,450.00 \$	2,450.00
9. PARKWAY GRADING & RESTORATION	LS	1	\$	7,500.00 \$	7,500.00
ROAD, DRIVE, WALK & PARKING TOTAL				\$	58,390.00
B. STORM SEWER					
1. REPLACEMENT INLET GRATES	EACH	4	\$	225.00 \$	900.00
2. RAISE INLET-3 RIM ELEVATION	EACH	1	\$	500.00 \$	500.00
TOTAL STORM SEWER				\$	1,400.00
C. WATER SYSTEM MODIFICATION					
1. B-BOX REMOVAL	EACH	11	\$	200.00 \$	2,200.00
2. HYDRANT REMOVAL	EACH	4	\$	200.00 \$	800.00
TOTAL WATER SYSTEM MODIFICATION				\$	3,000.00
D. ONSITE WASTEWATER DISPOSAL SYSTEM CONSTRUCTION					
1. SEPTIC SYSTEM INSTALLED	EACH	1	\$	122,500.00 \$	122,500.00
2. TOPSOIL PLACEMENT	SQ YD	3000	\$	1.00 \$	3,000.00
3. SEEDING	ACRE	0.63	\$	2,000.00 \$	1,260.00
TOTAL ON-SITE WASTEWATER DISPOSAL SYSTEM CONSTRUCTION				\$	126,760.00
E. COMMUNITY IMPROVEMENT CONSTRUCTION					
1. GAZEBO	LS	1	\$	28,000.00 \$	28,000.00
2. CONCRETE PAD	SF	210	\$	25.00 \$	5,250.00
3. 5' SIDEWALK	SF	250	\$	5.00 \$	1,250.00
4. RETAINING WALL	LF	75	\$	95.00 \$	7,125.00
5. LANDSCAPE	LS	1	\$	2,500.00 \$	2,500.00
6. TREE REMOVAL	LS	1	\$	20,000.00 \$	20,000.00
7. LOTS 2 & 11 BUFFER PLANTINGS	LS	1	\$	6,000.00 \$	6,000.00
TOTAL COMMUNITY IMPROVEMENT CONSTRUCTION				\$	70,125.00
F. EARTHWORK & EROSION CONTROL					
1. FILTER BASKET	EACH	7	\$	75.00 \$	525.00
2. SILT FENCE & TREE PROTECTION	LS	1	\$	8,000.00 \$	8,000.00
3. TOPSOIL STRIP TO PILE	LS	1	\$	20,000.00 \$	20,000.00
4. MASS GRADE BUILDING PADS	LS	1	\$	40,000.00 \$	40,000.00
EROSION CONTROL TOTAL				\$	68,525.00
TOTAL COST OF PROJECT				\$	328,200.00
TOTAL COST OF PROJECT + 10% ERROR MARGIN (110%)				\$	361,020.00

EXHIBIT D
TRAFFIC ENFORCEMENT AGREEMENT

Exhibit D

TRAFFIC ENFORCEMENT AGREEMENT

Hawthorn Woods Police Department



2 Lagoon Drive
Hawthorn Woods, IL 60047-9061

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

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

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

THAT:

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

VILLAGE OF HAWTHORN WOODS

By:

Joseph Mancino
Joseph Mancino, Mayor

ATTEST:

By:

Donna Lobato
Donna Lobato, Village Clerk



DEVELOPER

TAYLOR MORRISON OF ILLINOIS, INC.

By:

Richard J. Champagne
Name: Richard J. Champagne
Its President

By:

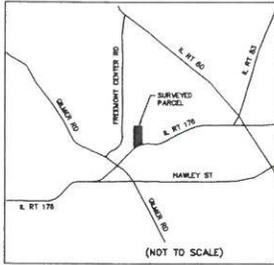
Scott Barenbrugg
Name: Scott Barenbrugg
Its Vice President

**TRAFFIC ENFORCEMENT AGREEMENT
EXHIBIT A**

TRAFFIC ENFORCEMENT AGREEMENT MAP



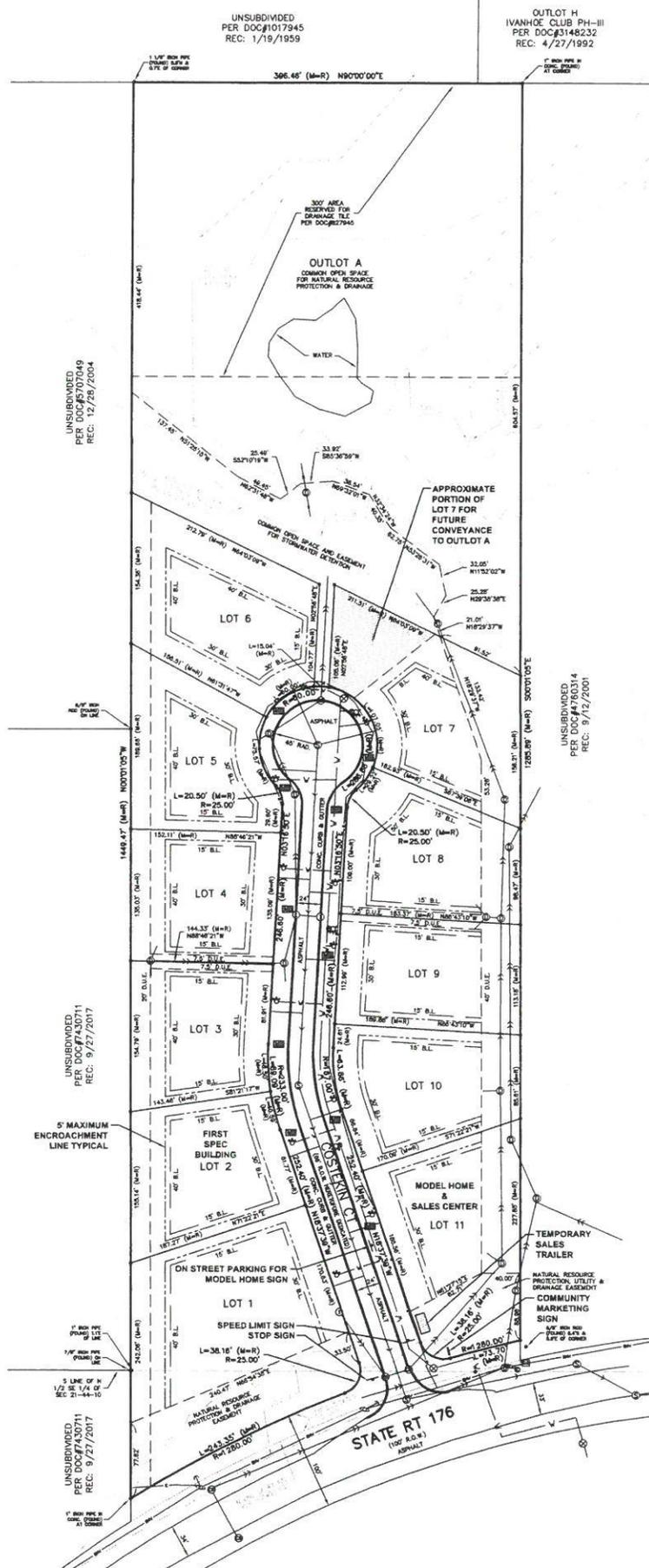
SCALE
1" = 50'



LOCATION MAP
(NOT TO SCALE)

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

SYMBOL LEGEND	
	PROF. - PROPOSED IMPROVEMENTS
	MAILBOX
	SIGN
	EX - EXISTING IMPROVEMENTS
	STORM MANHOLE
	CATCH BASIN
	INLET
	WATER VALVE VAULT
	WATER VALVE
	HYDRANT
	B-BOX
	SANITARY MANHOLE
	CLEAN-OUT
	UTILITY BOX
	UTILITY POLE
	GUY WIRE
	IRON PIPE ROUND AT CORNER UNLESS OTHERWISE NOTED



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 F: (630) 855-6586
 E: DYP@LAMBERTSURVEY.COM

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LINCOLN PROFESSIONAL DESIGN FIRM
 No. 184-007280

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 LAMBERT & ASSOCIATES
 955 W. LIBERTY DRIVE
 WHEATON, ILLINOIS 60187
 ALL LEGAL RIGHTS RESERVED.

CLIENT:
TAYLOR MORRISON
 DRAWN BY: DMD
 CHECKED BY: JMJ
 DATE: 7/24/18

SITE PLAN EXHIBIT

PAGE 1 OF 1
 DRAWING NUMBER
 16-281

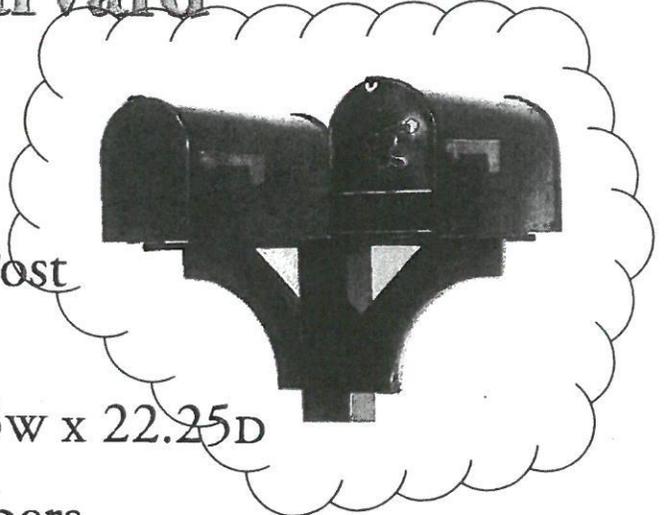
EXHIBIT E
ADDRESSES AND MAILBOXES

Exhibit E

America's # 1 Mailbox Installer



The Harvard



- 4" Square Aluminum Post
- Vintage Elite Mailbox
Large 10.875H x 10.875W x 22.25D
- Reflective address numbers
- Available in single, double, triple and quad

