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 Fees: \$50.00
 Lake County IL Recorder
 Mary Ellen Vanderverter Recorder
 File **7828873**

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STATE OF ILLINOIS)
)
 COUNTY OF LAKE)

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

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

**ORDINANCE NO. 2071-21
 AN ORDINANCE AUTHORIZING THE EXECUTION OF THE HAWTHORN WOODS
 COUNTRY CLUB SECOND AMENDMENT TO WASTEWATER RECLAMATION AND
 REUSE SYSTEM RECAPTURE AGREEMENT**

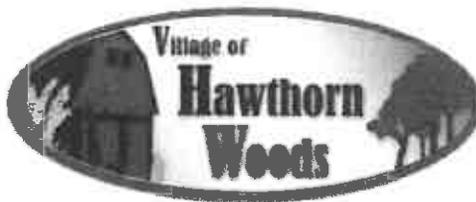
and that the original of said copies for the Village of Hawthorn Woods remains on file in my office and is in full force and effect.

WITNESS my hand and the corporate seal of said Village, this 20th day of September 2021.

 Donna Lobaito, Village Clerk

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

(10) LG



ORDINANCE NO. 2071-21

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE HAWTHORN WOODS COUNTRY CLUB SECOND AMENDMENT TO WASTEWATER RECLAMATION AND REUSE SYSTEM RECAPTURE AGREEMENT

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 the Hawthorn Woods Country Club Second Amendment to Wastewater Reclamation and Reuse System Recapture Agreement, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof. The agreement is subject to final review, modification and approval by the Village Attorney.

The foregoing Ordinance was adopted on February 22, 2021 by a roll call vote as follows:

AYES: Kaiser, Bosik, Riess, David, McCarthy, Regalia

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: February 22, 2021

APPROVED: March 8, 2021

**HAWTHORN WOODS COUNTRY CLUB SECOND AMENDMENT TO
WASTEWATER RECLAMATION AND REUSE SYSTEM RECAPTURE AGREEMENT**

**THIS SECOND AMENDMENT TO WASTEWATER RECLAMATION AND
REUSE SYSTEM RECAPTURE AGREEMENT** is made and entered into as of
March 8, 2021 ("Effective Date") by and between **TOLL
IL HWCC, L.P.**, an Illinois Limited Partnership ("Developer"), and the **VILLAGE OF
HAWTHORN WOODS**, an Illinois Municipal Corporation located in Lake County, Illinois
("Village"). Developer and Village are sometimes referenced herein as "Party" and
collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties have previously entered into a Wastewater Reclamation
and Reuse System Recapture Agreement dated December 20, 2004, recorded as Lake
County Recorder's Document No. 571576 on January 12, 2005 ("WWRR System
Recapture Agreement") as amended by that Hawthorn Woods Country Club First
Amendment to Wastewater Reclamation and Reuse System Recapture Agreement dated
January 20, 2009, recorded as Lake County Recorder's Document No. 6539047 ("First
Amendment"). The WWRR System Recapture Agreement as amended by the First
Amendment requires the owners and developers of certain properties who will benefit
from the construction of the WWRR System to pay recapture fees and interest to the
Village. The Benefitted Properties are described and depicted on Exhibit "A" attached
hereto and incorporated herein; and

WHEREAS, the Parties now wish to enter into this Second Amendment to the
WWRR System Recapture Agreement to (i) eliminate Developer's obligation to construct
the Winter Storage Reservoir or any further expansion of the WWRR System including
phase three as described in the WWRR System Recapture Agreement and to substitute
therefore reference to that certain Second Storage Lagoon Construction and Escrow
Agreement between Aqua and the Village dated
March 8, 2021 ("Construction and Escrow Agreement"); and

WHEREAS, the WWRR System Recapture Agreement as amended by the First
Amendment shall otherwise remain in full force and effect to the extent not amended by
this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and
promises contained herein, and other good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, the Parties hereby agree that the First
Amendment is amended as follows:

1. **Preamble.** The recitations set forth in the foregoing preamble are expressly
incorporated into and made a part of this Second Amendment as if fully set forth in this
Paragraph 1.

2. Replacement of Paragraph 3 "Construction of Winter Storage Reservoir" and Elimination of Developer Obligation to Construct Expansions to the WWRR System. The Parties agree that Paragraph 3 "Construction of Winter Storage Reservoir" of the First Amendment and any obligation on behalf of Developer to construct any further facilities related to the WWRR System as described in the WWRR System Recapture Agreement are eliminated and replaced with the following:

"Construction of Second Storage Lagoon. The Village has entered into that separate Construction and Escrow Agreement with Aqua Illinois, Inc., and all references in the WWRR System Recapture Agreement or First Amendment to construction of Phase Three of the WWRR System or expansion of the WWRR System and the timing for construction/expansion shall be replaced by and substituted with the terms and obligations between Aqua and the Village set forth in the Construction and Escrow Agreement. Developer shall have no further obligations whatsoever related to the construction of any expansion or addition to the WWRR System including but not limited to construction of Phase Three or the Winter Storage Reservoir."

3. Recapture Term. The "Term" set forth in Paragraph 9 of the Recapture Agreement as amended by Paragraph 3 of the First Amendment is hereby deleted in its entirety and replaced with the following:

"Term. The WWRR System Recapture Agreement as amended by the First Amendment and this Second Amendment shall remain in full force and effect until the earlier of payment in full to Aqua Illinois, Inc. pursuant to the terms of the Construction and Escrow Agreement or 20 years from Aqua's construction of the final phase of the Second Storage Lagoon."

4. Effect of Amendment and Conflicts. To the extent of a conflict or inconsistency between the terms of the WWRR System Recapture Agreement, the First Amendment and this Second Amendment, the Second Amendment shall supersede and control. Except as set forth in the First Amendment and this Second Amendment, the WWRR System Recapture Agreement shall control. All references in the WWRR System Recapture Agreement to the "Agreement" shall refer to the WWRR System Recapture Agreement except as amended and modified by the First Amendment and this Second Amendment.

5. Captions and Designations. Paragraph and section numbers and caption headings are purely descriptive and shall be disregarded in construing this First Amendment.

6. Severability. If any provision of this Second Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Second Amendment and the invalidity thereof shall not affect any other provision contained herein.

7. Authorizations. The Parties represent and warrant that the individuals executing this Second Amendment on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized corporate officers as of the dates set forth below their respective signatures to be effective as of the Effective Date.

**VILLAGE OF HAWTHORN WOODS, an
Illinois Municipal Corporation**

By: Dominick D. Maggio
Name: Dominick D. Maggio
Its: Mayor

ATTEST:

By: Donna Lobaito
Name: Donna Lobaito
Its: Village Clerk

Date of Execution: March 8, 2021

**TOLL IL HWCC, L.P., an Illinois Limited
Partnership**

By: TOLL IL GP CORP., an Illinois
Corporation, its General Partner

By: Alex Martin
Name: Alex Martin
Its: Division President

Date of Execution: February 23, 2021

6. Severability. If any provision of this Second Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Second Amendment and the invalidity thereof shall not affect any other provision contained herein.

7. Authorizations. The Parties represent and warrant that the individuals executing this Second Amendment on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized corporate officers as of the dates set forth below their respective signatures to be effective as of the Effective Date.

**VILLAGE OF HAWTHORN WOODS, an
Illinois Municipal Corporation**

By:
Name: _____
Its:

ATTEST:

By:
Name: _____
Its:

Date of Execution:

**TOLL IL HWCC, L.P., an Illinois Limited
Partnership**

By: TOLL IL GP CORP., an Illinois
Corporation, its General Partner

By: 
Name: Alex Martin
Its: Division President

Date of Execution: February 23, 2021

EXHIBIT "A"

EXHIBIT A

LEGAL DESCRIPTION OF BENEFITTED PROPERTIES

BEGINNING IN SECTION 24 OF FREMONT TOWNSHIP (174N, R10E) AT THE INTERSECTION OF OWENS ROAD AND GILMER ROAD THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF GILMER ROAD TO THE INTERSECTION WITH SOUTH SYLVAN DRIVE, THENCE SOUTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 3 OF ELA TOWNSHIP (173N, R10E) TO THE INTERSECTION WITH MIDLOTHIAN ROAD, THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF THE NORTHWEST QUARTER OF SECTION 3 TO THE WESTERN BOUNDARY OF SECTION 3, THENCE SOUTHERLY AND THEN SOUTHEASTERLY ALONG THE CENTERLINE OF KRUCKENBERG ROAD TO THE INTERSECTION WITH MIDLOTHIAN ROAD, THENCE NORTHEASTERLY ALONG THE CENTERLINE OF MIDLOTHIAN ROAD TO A POINT 720 FEET NORTH OF THE EAST-WEST CENTERLINE OF SECTION 3, THENCE EASTERLY TO THE NORTH-SOUTH CENTERLINE OF SECTION 3, THENCE NORTHEASTERLY TO GILMER ROAD, THENCE SOUTHEASTERLY ALONG GILMER ROAD TO THE INTERSECTION WITH THE ELGIN, JOLIET AND EASTERN RAILROAD, THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD TO THE INTERSECTION WITH OLD MCHENRY ROAD, THENCE NORTHERLY 1530 FEET ALONG THE WESTERN BOUNDARY OF SECTION 10 OF ELA TOWNSHIP, THENCE WESTERLY TO FAIRFIELD ROAD, THENCE SOUTHERLY 640 FEET ALONG FAIRFIELD ROAD, THENCE EASTERLY TO MIDLOTHIAN ROAD, THENCE SOUTHWESTERLY ALONG MIDLOTHIAN ROAD TO THE INTERSECTION WITH OLD MCHENRY ROAD, THENCE SOUTHEASTERLY ALONG OLD MCHENRY ROAD TO A POINT 190 FEET WEST OF THE WESTERN BOUNDARY OF SECTION 10 OF ELA TOWNSHIP, THENCE NORTHERLY 480 FEET, THENCE EASTERLY TO THE WESTERN BOUNDARY OF SECTION 10 OF ELA TOWNSHIP, THENCE SOUTHERLY 2400 FEET ALONG THE WESTERN BOUNDARY OF SECTION 10 OF ELA TOWNSHIP, THENCE NORTHWESTERLY ALONG THE NORTHERN BOUNDARY OF PARCEL 5 OF A MAY 6, 1994 BOUNDARY AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS AND THE VILLAGE OF LAKE ZURICH TO THE INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF THE SOUTHEAST QUARTER OF SECTION 9 OF ELA TOWNSHIP, THENCE NORTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF THE SOUTHEAST QUARTER OF SECTION 9 TO THE INTERSECTION WITH OLD MCHENRY ROAD, THENCE NORTHWESTERLY ALONG OLD MCHENRY ROAD TO A POINT 320 FEET WEST OF THE NORTH-SOUTH CENTERLINE OF SECTION 9, THENCE SOUTHERLY TO THE EAST-WEST CENTERLINE OF SECTION 9, THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF SECTION 9 TO THE NORTH-SOUTH CENTERLINE OF THE SOUTHWEST QUARTER OF SECTION 9, THENCE SOUTHERLY TO THE EAST-WEST CENTERLINE OF THE SOUTHWEST QUARTER OF SECTION 9, THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF THE SOUTHWEST QUARTER OF SECTION 9 TO ECHO LAKE ROAD THENCE NORTHERLY ALONG THE CENTERLINE OF ECHO LAKE ROAD TO THE EAST-WEST CENTERLINE OF SECTION 8 OF ELA TOWNSHIP, THENCE WESTERLY 1100 FEET ALONG THE EAST-WEST

CENTERLINE OF SECTION 8, THENCE NORTHERLY 900 FEET, THENCE WESTERLY TO THE NORTH-SOUTH CENTERLINE OF SECTION 8, THENCE NORTHERLY TO OLD MCHENRY ROAD, THENCE SOUTHEASTERLY ALONG OLD MCHENRY ROAD TO A POINT 880 FEET WEST OF THE NORTH-SOUTH CENTERLINE OF SECTION 9 OF ELA TOWNSHIP, THENCE NORTHERLY TO THE EAST-WEST CENTERLINE OF THE NORTHEAST QUARTER OF SECTION 9, THENCE EASTERLY ALONG THE EAST-WEST CENTERLINE OF THE NORTHEAST QUARTER OF SECTION 9 TO FAIRFIELD ROAD, THENCE NORTHERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF FAIRFIELD ROAD TO THE EAST-WEST CENTERLINE OF THE NORTHWEST QUARTER OF SECTION 4 OF ELA TOWNSHIP, THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF THE NORTHWEST QUARTER OF SECTION 4 TO THE WESTERN BOUNDARY OF SECTION 4, THENCE NORTHERLY TO THE NORTH BOUNDARY OF SECTION 4, THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SECTION 4 TO FAIRFIELD ROAD, THENCE NORTHWESTERLY ALONG THE CENTERLINE OF FAIRFIELD ROAD TO MILTON ROAD, THENCE NORTHEASTERLY ALONG THE CENTERLINE OF MILTON ROAD TO SCHWERMAN ROAD, THENCE WESTERLY ALONG THE CENTERLINE OF SCHWERMAN ROAD TO OWENS ROAD, THENCE EASTERLY AND NORTHERLY ALONG THE CENTERLINE OF OWENS ROAD TO THE PLACE OF BEGINNING.

