



Image# 061338050011 Type: ORD
 Recorded: 09/24/2021 at 08:43:15 AM
 Receipt#: 2021-00082816
 Page 1 of 11
 Fees: \$50.00
 Lake County IL Recorder
 Mary Ellen Vanderventer Recorder
 File **7828872**

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

STATE OF ILLINOIS)
)
 COUNTY OF LAKE)

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

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

ORDINANCE NO. 2072-21
AN ORDINANCE AUTHORIZING THE EXECUTION OF ASSIGNMENT OF RECAPTURE AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS, AQUA ILLINOIS INC. AND TOLL IL HWCC, L.P.

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

11/16



ORDINANCE NO. 2072-21

AN ORDINANCE AUTHORIZING THE EXECUTION OF ASSIGNMENT OF RECAPTURE AGREEMENT BETWEEN THE VILLAGE OF HAWTHORN WOODS, AQUA ILLINOIS INC. AND TOLL IL HWCC, L.P.

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and be, and the same, is hereby authorized and directed to execute an Assignment of Recapture Agreement with Aqua Illinois, Inc. and Toll IL HWCC L.P., 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, Kasik, Riveso, David, McCarthy, Reynolds

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: _____

Dominick DiMaggio, Mayor

ATTEST: _____

Donna Lobaito, Village Clerk

ADOPTED: _____

February 22, 2021

APPROVED: _____

March 8, 2021

This instrument prepared by,

*Harold W. Francke
Meltzer, Purtil & Stelle LLC
1515 E. Woodfield Route, Suite 250
Schaumburg, IL 60173
(847) 330-6068
hfrancke@mpslaw.com*

After recording return to:

*Christian G. Spesia
Spesia & Taylor
1415 Black Rd.
Joliet, IL 60435
(815) 726-4311
cspesia@spesia-taylor.com*

ABOVE SPACE FOR RECORDER'S USE ONLY

Legal Description: See Exhibit "A"

ASSIGNMENT OF RECAPTURE AGREEMENT

This **ASSIGNMENT OF RECAPTURE AGREEMENT** ("**Assignment**") is entered into as of ~~February~~ ^{March} 8, 2021, by and among **TOLL IL HWCC, L.P.**, an Illinois limited partnership ("**Assignor**"), **AQUA ILLINOIS, INC.**, an Illinois corporation ("**Assignee**"), and the **VILLAGE OF HAWTHORN WOODS**, an Illinois municipal corporation (the "**Village**").

RECITALS

A. Assignor and the Village entered into that certain Hawthorn Woods Country Club Wastewater Reclamation And Reuse System Recapture Agreement dated December 20, 2004 ("**Original Recapture Agreement**"), as amended by that certain First Amendment To Wastewater Reclamation And Reuse System Recapture Agreement made and entered into as of January 20, 2009 ("**First Amendment**") and Hawthorn Woods Country Club Second Amendment to Wastewater Reclamation and Reuse System Recapture Agreement ("**Second Amendment**"), and together with the Original Recapture Agreement the First Amendment and Second Amendment are collectively referenced herein as the "**Recapture Agreement**". Terms used but not defined in this Assignment shall have the meaning ascribed to them in the Recapture Agreement.

B. The Recapture Agreement establishes the obligation of the owners and developers of the Benefited Properties, described on **Exhibit "A"** attached hereto and made a part hereof, to pay Recapture Fees and Interest to the Village prior to their connection to and use of the Hawthorn Woods Wastewater Reclamation and Reuse System.

C. The parties hereto wish to enter into this Assignment to confirm Assignor's assignment to Assignee of its rights, and its delegation to Assignee of its obligations, under the Recapture Agreement as "Developer" and to confirm the Village's consent to such assignment and

delegation and its release of Assignor from any and all obligations as "Developer" under the Recapture Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing recitals, which are incorporated herein by reference, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, conveys and sets over unto Assignee, and Assignee hereby accepts and assumes from Assignor, on an "AS IS-WHERE IS" basis, with all faults, and without recourse, representation or warranty, express or implied (except as contained in Paragraph 2 of this Assignment), all of Assignor's rights under the Recapture Agreement (including, without limitation, the right to receive Recapture Fees and Interest under and pursuant to the provisions of the Recapture Agreement), and all of Assignor's obligations under the Recapture Agreement (collectively, the "Transferred Rights and Obligations").

2. Assignor hereby represents and warrants to Assignee that Assignor: (a) is the sole owner and holder of the Recapture Agreement and the Transferred Rights and Obligations; (b) has the full right, power and authority to execute this Assignment; (c) has not previously transferred, assigned, conveyed or pledged the Recapture Agreement or the Transferred Rights and Obligations; and (d) has not amended, modified, consolidated, restated, renewed, extended and/or replaced the Original Recapture Agreement, except as identified above with respect to the First Amendment and Second Amendment.

3. Assignee hereby represents to Assignor that Assignee: (a) has the full right, power and authority to execute this Assignment and assume the Developer's obligations under the Recapture Agreement; (b) is relying solely on its own investigation of the Recapture Agreement, the Transferred Rights and Obligations, and any other documents, instruments or information it deems necessary to evaluate the making and acceptance of this Assignment; and (c) except for the representations and warranties contained in Paragraph 2 above, is not relying upon any representation or warranty of Assignor, or of any of the parties related to Assignor described in Paragraph 4 below, in consummating this transaction.

4. Assignee acknowledges and agrees that Assignor has not made any representations or warranties concerning the Recapture Agreement or the Transferred Rights and Obligations except those set forth in Paragraph 2 above.

5. The Village hereby consents to Assignor's assignment of the Recapture Agreement and the Transferred Rights and Obligations to Assignee and fully releases Assignor and its parents, subsidiaries, and affiliates and their respective officers, directors, stockholders, agents, employees, attorneys, servants, insurers, representatives, successors and assigns of and from any and all obligations to the Village under the Recapture Agreement, for recapture payment claims or demands made after the date of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the dates set forth below their respective signatures, to be effective as of the date written above.

ASSIGNOR:

TOLL IL HWCC, L.P.

By: Toll Northeast LP Company,
Inc., a Delaware Corporation,
General Partner

By: _____

Its: _____

Date: _____

ASSIGNEE:

AQUA ILLINOIS, INC.

By: *C Blanchet*
Its: *President*

Date: *February 23, 2021*

VILLAGE:

VILLAGE OF HAWTHORN WOODS

By: *[Signature]*
Dominick DiMaggio, Mayor

ATTEST:

By: *[Signature]*
Donna Lobaito, Village Clerk

Date: *March 8, 2021*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the dates set forth below their respective signatures, to be effective as of the date written above.

ASSIGNOR:

TOLL IL HWCC, L.P.

By: Toll Northeast LP Company,
Inc., a Delaware Corporation,
General Partner

By: 
Its: Division President
Date: 02/25/2021

ASSIGNEE:

AQUA ILLINOIS, INC.

By: _____
Its: _____

Date: _____

VILLAGE:

VILLAGE OF HAWTHORN WOODS

By: _____
Dominick DiMaggio, Mayor

ATTEST:

By _____
Donna Lobaito, Village Clerk

Date: _____

STATE OF MI)
) SS
COUNTY OF Oakland)

MARJORIE J. GOOCH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GENESSEE
My Commission Expires 3/8/2026
Acting in the County of Oakland

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Alex Martin, personally known to me to be the same person whose name is subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that he signed and delivered said Assignment on behalf of TOLL NORTHEAST LP COMPANY, INC., the General Partner of TOLL IL HWCC L.P., after being duly authorized to do so, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of February, 2021.

Marjorie J. Gooch
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that (s)he signed and delivered said Assignment as _____ of AQUA ILLINOIS, INC. after being duly authorized to do so, as her/his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of February, 2021.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Dominick DiMaggio and Donna Lobaito, personally known to me to be the same persons whose names are subscribed to the foregoing Assignment, as Mayor and Village Clerk of the Village of Hawthorn Woods, appeared before me this day in person and acknowledged that they signed and delivered said Assignment as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of February, 2021.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that he signed and delivered said Assignment on behalf of **TOLL NORTHEAST LP COMPANY, INC.**, the General Partner of **TOLL IL HWCC L.P.**, after being duly authorized to do so, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of February, 2021.

Notary Public

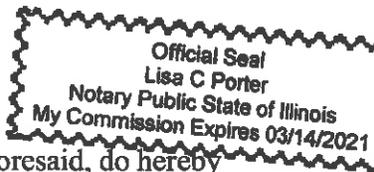
STATE OF Illinois)
) SS
COUNTY OF Kankakee)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Craig Blanchette, personally known to me to be the same person whose name is subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that (s)he signed and delivered said Assignment as President of **AQUA ILLINOIS, INC.** after being duly authorized to do so, as her/his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of February, 2021.

Lisa C Porter
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)



I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Dominick DiMaggio and Donna Lobaito, personally known to me to be the same persons whose names are subscribed to the foregoing Assignment, as Mayor and Village Clerk of the Village of Hawthorn Woods, appeared before me this day in person and acknowledged that they signed and delivered said Assignment as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of February, 2021.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that he signed and delivered said Assignment on behalf of **TOLL NORTHEAST LP COMPANY, INC.**, the General Partner of **TOLL IL HWCC L.P.**, after being duly authorized to do so, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2021.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that (s)he signed and delivered said Assignment as _____ of **AQUA ILLINOIS, INC.** after being duly authorized to do so, as her/his free and voluntary act, for the uses and purposes therein set forth.

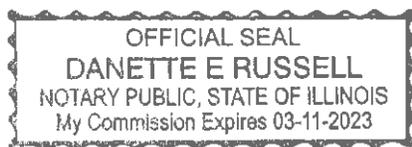
Given under my hand and official seal, this ____ day of _____, 2021.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Dominick DiMaggio and Donna Lobaito, personally known to me to be the same persons whose names are subscribed to the foregoing Assignment, as Mayor and Village Clerk of the Village of Hawthorn Woods, appeared before me this day in person and acknowledged that they signed and delivered said Assignment as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8 day of March, 2021.



Danette E Russell
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF BENEFITED PROPERTIES

BEGINNING IN SECTION 28 OF FREMONT TOWNSHIP (T44N, 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 (T43N, 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 1330 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, 1998 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

1 8 OF ELA TOWNSHIP, THENCE WESTERLY 1100 FEET ALONG THE EAST-WEST
2 CENTERLINE OF SECTION 8, THENCE NORTHERLY 900 FEET, THENCE WESTERLY
3 TO THE NORTH-SOUTH CENTERLINE OF SECTION 8, THENCE NORTHERLY TO OLD
4 MCHENRY ROAD, THENCE SOUTHEASTERLY ALONG OLD MCHENRY ROAD TO A
5 POINT 880 FEET WEST OF THE NORTH-SOUTH CENTERLINE OF SECTION 9 OF ELA
6 TOWNSHIP, THENCE NORTHERLY TO THE EAST-WEST CENTERLINE OF THE
7 NORTHEAST QUARTER OF SECTION 9, THENCE EASTERLY ALONG THE EAST-
8 WEST CENTERLINE OF THE NORTHEAST QUARTER OF SECTION 9 TO FAIRFIELD
9 ROAD, THENCE NORTHERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF
10 FAIRFIELD ROAD TO THE EAST-WEST CENTERLINE OF THE NORTHWEST
11 QUARTER OF SECTION 4 OF ELA TOWNSHIP, THENCE WESTERLY ALONG THE
12 EAST-WEST CENTERLINE OF THE NORTHWEST QUARTER OF SECTION 4 TO THE
13 WESTERN BOUNDARY OF SECTION 4, THENCE NORTHERLY TO THE NORTH
14 BOUNDARY OF SECTION 4, THENCE EASTERLY ALONG THE NORTH BOUNDARY
15 OF SECTION 4 TO FAIRFIELD ROAD, THENCE NORTHWESTERLY ALONG THE
16 CENTERLINE OF FAIRFIELD ROAD TO MILTON ROAD, THENCE NORTHEASTERLY
17 ALONG THE CENTERLINE OF MILTON ROAD TO SCHWERMAN ROAD, THENCE
18 WESTERLY ALONG THE CENTERLINE OF SCHWERMAN ROAD TO OWENS ROAD,
19 THENCE EASTERLY AND NORTHERLY ALONG THE CENTERLINE OF OWENS ROAD
20 TO THE PLACE OF BEGINNING.