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Lake County IL  
Anthony Vega Lake County Clerk  
File **7999523**

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. 2174-22**  
**AN ORDINANCE ADOPTING A CERTAIN ANNEXATION AGREEMENT WITH THE VILLAGE OF HAWTHORN WOODS AT THE INTERSECTION OF GILMER ROAD AND ILLINOIS ROUTE 176—HH-HW-RE, LLC**

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 25<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Donna Lobaito, Village Clerk



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

ORDINANCE NO. 2174-22

AN ORDINANCE ADOPTING A CERTAIN ANNEXATION AGREEMENT WITH THE VILLAGE OF HAWTHORN WOODS AT THE INTERSECTION OF GILMER ROAD AND ILLINOIS ROUTE 176 – HH-HW-RE, LLC

WHEREAS, HH-HW-RE, LLC, as petitioners and/or owners of record (the "Owner") of the real estate legally described in Exhibit "A", attached hereto and made a part hereof ("Subject Realty"); and,

WHEREAS, the Owner has caused to be filed with the Village of Hawthorn Woods a Petition for Annexation; and,

WHEREAS, the Owner's Petition for Annexation is subject to the execution of a certain proposed Annexation Agreement, in substantially the form of the Annexation Agreement, consisting of approximately twenty (20) pages, plus Exhibits "A" through "G" attached thereto, attached hereto and incorporated herein as Exhibit "B" and,

WHEREAS, a Public Hearing was held on said Annexation Agreement on or about May 23, 2022, as required by law, all appropriate notices having been given; and,

WHEREAS, all other public hearings required by law to be held have been held; and,

WHEREAS, the Mayor and Board of Trustees have considered the terms and provisions of the proposed Annexation Agreement.

WHEREAS, this Ordinance is passed by a vote of two-thirds of the Corporate Authorities holding office.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, as follows:

SECTION ONE: That there is hereby adopted and approved a certain Annexation Agreement, in substantially the form heretofore incorporated herein as Exhibit "B".

SECTION TWO: That the Mayor and Village Clerk are hereby authorized to execute a certain Annexation Agreement, in substantially the form heretofore incorporated herein as Exhibit "B", and, by this reference, made a part hereof.

SECTION THREE: 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 FOUR: 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: Raiou, Reos, Bayr, David, Pignier, DiMaggio

NAYS: 0

ABSENT AND NOT VOTING: McCarthy

APPROVED: Dominick DiMaggio  
Dominick DiMaggio, Mayor

ATTEST: Donna Lobaito  
Donna Lobaito, Village Clerk

PASSED: May 23, 2022

APPROVED: May 26, 2022

LEGAL DESCRIPTION

TRACT A:

ALL OF THE FOLLOWING DESCRIBED PREMISES LYING SOUTHWESTRILY OF THE CENTER LINE OF GILMER ROAD:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS (EXCEPT THOSE PARTS THEREOF DESCRIBED AS FOLLOWS, TO-WIT:

(A) THAT PART OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS. BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GILMER ROAD (AS PER DOCUMENT NO. 439386 FILED FOR RECORD JULY 21, 1937) AND THE CENTER LINE OF ROUTE 176 (AS PER DOCUMENT NO. 337653 FILED FOR RECORD JUNE 3, 1929); THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF GILMER ROAD, WHICH IS GIVEN A BEARING OF SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST FOR PURPOSE OF DESCRIPTION ONLY, A DISTANCE OF 104.60 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2884.90 FEET AND A CENTRAL ANGLE OF 4 DEGREES 41 MINUTES 24 SECONDS, A DISTANCE OF 234.51 FEET TO A POINT ON THE CENTER LINE OF GILMER ROAD; THENCE SOUTH 44 DEGREES 51 MINUTES 23 SECONDS WEST ALONG A LINE PARALLEL WITH THE CENTER LINE OF ROUTE 176, 440.35 FEET TO A POINT; THENCE NORTH 57 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 340.92 FEET TO A POINT IN THE CENTER LINE OF ROUTE 176; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST ALONG THE CENTER LINE OF ROUTE 176 A DISTANCE OF 450.16 FEET TO THE POINT OF BEGINNING (AND ALSO EXCEPT THAT PART FALLING IN ROUTE 176);

(B) THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GILMER ROAD (STATE AID ROUTE 28) AS PER DOCUMENT 439386 WITH THE CENTER LINE OF STATE BOND ISSUE ROUTE 176 AS PER DOCUMENT 337653; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF GILMER ROAD, WHICH IS ASSIGNED A BEARING OF SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST FOR THE PURPOSE OF DESCRIPTION ONLY, A DISTANCE OF 104.6 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2884.90 FEET, A DISTANCE OF 234.51 FEET TO A POINT ON SAID CENTER LINE OF GILMER ROAD AND THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVED LINE (BEING THE CENTER LINE OF SAID GILMER ROAD), A DISTANCE OF 84.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 936.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID; THENCE SOUTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID, A DISTANCE OF 1313.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00 DEGREES 34 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 225.40 FEET TO THE AFOREMENTIONED CENTER LINE OF STATE BOND ISSUE ROUTE 176; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING A CURVED LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1273.00 FEET), A DISTANCE OF 232.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING TANGENT WITH LAST DESCRIBED CURVED LINE), A DISTANCE OF 680.04 FEET TO A POINT (SAID POINT BEING 450.16 FEET SOUTHWEST OF THE POINT OF COMMENCEMENT, AS MEASURED ALONG THE CENTER LINE OF SAID STATE BOND ISSUE ROUTE 176); THENCE SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 340.92 FEET TO A POINT; THENCE

NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST (PARALLEL WITH THE AFORESAID CENTER LINE OF STATE BOND ISSUE ROUTE 176), A DISTANCE OF 440.35 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED); AND

(C) THOSE TRACTS OF LAND DESCRIBED IN TRUSTEE'S DEED TO COUNTY OF LAKE, DATED FEBRUARY 29, 2000 AND RECORDED MARCH 24, 2000 AS DOCUMENT 4506134).

**TRACT B:**

ALL OF THE FOLLOWING DESCRIBED PREMISES LYING NORTHEASTERLY OF THE CENTER LINE OF GILMER ROAD:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS (EXCEPT THOSE PARTS THEREOF DESCRIBED AS FOLLOWS, TO-WIT:

(A) THAT PART OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GILMER ROAD (AS PER DOCUMENT NO. 439386 FILED FOR RECORD JULY 21, 1937) AND THE CENTER LINE OF ROUTE 176 (AS PER DOCUMENT NO. 337653 FILED FOR RECORD JUNE 3, 1929); THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF GILMER ROAD, WHICH IS GIVEN A BEARING OF SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST FOR PURPOSE OF DESCRIPTION ONLY, A DISTANCE OF 104.60 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2864.90 AND A CENTRAL ANGLE OF 4 DEGREES 41 MINUTES 24 SECONDS, A DISTANCE OF 234.51 FEET TO A POINT ON THE CENTER LINE OF GILMER ROAD; THENCE SOUTH 44 DEGREES 51 MINUTES 23 SECONDS WEST ALONG A LINE PARALLEL WITH THE CENTER LINE OF ROUTE 176, 440.35 FEET TO A POINT; THENCE NORTH 57 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 340.92 FEET TO A POINT IN THE CENTER LINE OF ROUTE 176; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST ALONG THE CENTER LINE OF ROUTE 176 A DISTANCE OF 450.16 FEET TO THE POINT OF BEGINNING (AND ALSO EXCEPT THAT PART FALLING IN ROUTE 176);

(B) THAT PART OF THE NORTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GILMER ROAD (STATE AID ROUTE 28) AS PER DOCUMENT 439386 WITH THE CENTER LINE OF STATE BOND ISSUE ROUTE 176 AS PER DOCUMENT 337653; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF GILMER ROAD, WHICH IS ASSIGNED A BEARING OF SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST FOR THE PURPOSE OF DESCRIPTION ONLY, A DISTANCE OF 104.6 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2864.90 FEET, A DISTANCE OF 234.51 FEET TO A POINT ON SAID CENTER LINE OF GILMER ROAD AND THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVED LINE (BEING THE CENTER LINE OF SAID GILMER ROAD), A DISTANCE OF 64.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, THENCE SOUTH 00 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 936.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID; THENCE SOUTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28 AFORESAID, A DISTANCE OF 1313.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00 DEGREES 34 MINUTES 46 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 225.40 FEET TO THE AFOREMENTIONED CENTER LINE OF STATE BOND ISSUE ROUTE 176; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING A CURVED LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1273.00 FEET), A DISTANCE OF 232.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 44 DEGREES 51 MINUTES

23 SECONDS EAST, ALONG SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING TANGENT WITH LAST DESCRIBED CURVED LINE), A DISTANCE OF 680.04 FEET TO A POINT (SAID POINT BEING 450.16 FEET SOUTH WEST OF THE POINT OF COMMENCEMENT, AS MEASURED ALONG THE CENTER LINE OF SAID STATE BOND ISSUE ROUTE 176); THENCE SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 340.92 FEET TO A POINT; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST (PARALLEL WITH THE AFORESAID CENTER LINE OF STATE BOND ISSUE ROUTE 176), A DISTANCE OF 440.35 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED); AND

(C) THOSE TRACTS OF LAND DESCRIBED IN TRUSTEE'S DEED TO COUNTY OF LAKE, DATED FEBRUARY 29, 2000 AND RECORDED MARCH 24, 2000 AS DOCUMENT 4506434.

(D) THE WEST 378.76 FEET (AS MEASURED ALONG THE NORTH LINE THEREOF) OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINES OF GILMER ROAD AND ILLINOIS ROUTE 176).

EXHIBIT "B"

ANNEXATION AGREEMENT



**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**  
SCHAIN BANKS KENNY & SCHWARTZ, LTD.  
70 W Madison Street, Suite 2300  
Chicago, Illinois 60602  
Attention: Patrick T. Brankin

THE ABOVE SPACE FOR RECORDER'S USE

**ANNEXATION AGREEMENT**

(dl) This Annexation Agreement (the "Agreement") made and entered into this 10th day of January, 2022, (the "Agreement Effective Date") by and between the Village of Hawthorn Woods, an Illinois municipal corporation located in Lake County, Illinois (the "Village") and HH-HW-RE, LLC, a Wisconsin limited liability corporation (the "Developer") or its successors or assigns. Hereafter, the Village, the Owner, or the Developer may be referred to individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Developer is the owner of record of the property legally described on Exhibit A attached hereto and made a part hereof (the "Subject Property"); and

**WHEREAS**, the Subject Property consists of approximately 41.019 acres, is located generally near the intersection of Gilmer Road and Illinois Route 176 and is presently situated within unincorporated Lake County; and

**WHEREAS**, the Subject Property is presently vacant and is zoned E Estate in Lake County; and

**WHEREAS**, the Developer proposes to develop the Subject Property in phases (each a "Phase" and collectively the "Phases") as a mixed-use development in the Village's R-3 General Residence District, GO General Office District, and B Retail Business/Commercial District as shown on Exhibit B attached hereto and made a part hereof ("Land Use Plans"), in accordance with the development standards referred to below; and

**WHEREAS**, the timing of development of each Phase is not yet known; and

**WHEREAS**, the Developer proposes to develop the Subject Property consistent with the terms of this Agreement and intends to submit Preliminary Engineering Plans separately as to each Phase and a Preliminary Plat of Subdivision, separately as to each Phase, collectively herein

referred to as the "Preliminary Development Plans" and as to each Phase the "Phase Preliminary Development Plans".

**WHEREAS**, the Subject Property constitutes territory that may be annexed to the Village as provided by 65 ILCS 5/7-1-1 et seq.; and

**WHEREAS**, the Developer has, pursuant to 65 ILCS 5/7-1-8, filed a properly executed Petition to Annex the Subject Property to the Village ("**Petition to Annex**"); and

**WHEREAS**, the Subject Property is presently contiguous to the corporate limits of the Village; and

**WHEREAS**, the Developer is desirous of annexing the Subject Property to the Village pursuant to the terms and conditions hereinafter set forth; and

**WHEREAS**, the annexation of Subject Property shall extend the corporate limits of the Village to the far side of any adjacent highway not heretofore annexed to any other municipality; and

**WHEREAS**, it is the desire of the Village and the Developer that the use and further development of the Subject Property proceed as soon as is practicable subject to this Agreement and to all other ordinances and codes of the Village, except as the same may be modified herein; and

**WHEREAS**, the Parties desire to enter into an agreement with respect to the annexation of the Subject Property and various other matters pursuant to 65 ILCS 5/11-15.1-1 et seq., as amended, and as otherwise permitted by law; and

**WHEREAS**, pursuant to due notice and advertisement in the manner provided by law, all public hearings have been held by the Planning, Building and Zoning Commission and by the Mayor and Board of Trustees of the Village (the "**Corporate Authorities**"), upon the matters covered by this Agreement, the Planning, Building and Zoning Commission of the Village has made findings, determinations and recommendations with respect to such applications for zoning in accordance with this Agreement; and

**WHEREAS**, notice, if necessary, has been served on the Board of Town Trustees of Fremont Township and on the Fremont Township Commissioner of Highways, pursuant to the provisions of 65 ILCS 5/7-1-1, as amended; and

**WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the annexation, zoning and development of the Subject Property, upon the terms and conditions hereinafter set forth, would further the growth of the Village and enable the Village to control the development of the area and to serve the best interests of the Village; and

**WHEREAS**, by favorable vote of at least two-thirds (2/3) of the Corporate Authorities of Hawthorn Woods then holding office, an Ordinance has heretofore been adopted pursuant to 65 ILCS 5/11- 15.1-3, authorizing the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the Parties hereto agree as follows:

**Article I. INCORPORATION OF RECITALS**

The Parties hereby confirm the validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that said recitals are material to this Agreement, are hereby incorporated into and made part of this Agreement as though they were fully set forth in this Article I, and that they shall continue for as long as this Agreement is in full force and effect.

**Article II. AUTHORITY**

This Agreement is made and entered into by the Parties pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1 et seq., as amended, pursuant to the Village's authority under the Illinois Municipal Code, 65 ILCS 5/1-1 et seq and as otherwise permitted by law.

**Article III. MUTUAL ASSISTANCE**

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, as well as the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of any other actions that may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and that may be necessary to give effect to the objectives of this Agreement as well as the intentions of the Parties as reflected by the terms of this Agreement.

The Parties shall cooperate fully with each other in seeking from any and all appropriate governmental bodies whether Federal, state, county or local, as well as all appropriate utility companies, the assistance required or useful for the approval and the construction of improvements and facilities in and on the Subject Property, including without limitation, roads and highways, water and sanitary sewage facilities, and storm water disposal facilities.

The Village agrees promptly to execute all permits needed by the Developer, as well as applications for permits from any applicable potable water or sanitary sewer provider, the Illinois Environmental Protection Agency, the Illinois Department of Transportation or any other state administrative agencies, the U.S. Army Corps of Engineers, the Lake County Division of Transportation, the Lake County Stormwater Management Commission, any other Lake County administrative agency, or any other public or private agency from which a permit is required, provided that such permit applications are prepared in accordance with applicable requirements. The Parties further agree to cooperate in securing any such permits from such agencies.

#### **Article IV. ANNEXATION OF THE SUBJECT PROPERTY**

Subject to the provisions of 65 ILCS 5/7-1-8, as amended, the Parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village as soon as practicable after the execution of this Agreement. In the event this Agreement is not executed and recorded within one month of final approval of the annexation of the Subject Property by the Corporate Authorities, this Agreement shall be deemed to be terminated and the obligations of the parties hereunder shall become null and void.

Should any person bring a cause of action before any court of competent jurisdiction challenging the Village's authority to annex the Subject Property to the Village or challenging the methods or procedures by or through which the Parties purported to cause the Subject Property to be annexed to the Village, the Parties shall fully cooperate, as provided in Article III hereof, to defend such cause of action.

Should a court of competent jurisdiction finally determine that annexation of the Subject Property was defective because of the failure of the Parties to follow a procedural requirement constituting a valid precondition to proper annexation of the Subject Property, the Parties shall promptly cause the Subject Property to be reannexed to the Village in a manner which satisfies all procedural requirements.

Should a court of competent jurisdiction finally determine that annexation of the Subject Property to the Village was without lawful authority because of a lack of contiguity, this Agreement shall remain in full force and effect to the extent permitted by law, and if thereafter, the Subject Property becomes contiguous to the Village, the Parties shall promptly take all necessary steps required by law to perfect the annexation of the Subject Property to the Village.

#### **Article V. SUBDIVISION APPROVALS AND REZONING**

A. Subdivision and Rezoning Approvals. As soon as practicable after the annexation of the Subject Property to the Village (but no later than thirty (30) days thereafter), the Corporate Authorities shall do all things necessary and appropriate to rezone the Subject Property under the Village Zoning Ordinance in accordance with the terms, provisions and conditions of this Agreement and the Land Use Plans. The matters set forth in subparagraphs A. 1 through 6 are referred to herein as the "Rezoning Ordinance". The Rezoning Ordinance shall include:

1. Effect of Approvals. This Agreement, the Rezoning Ordinance, and the Land Use Plans do not authorize the commencement of development on the Subject Property, but rather are the controlling documents by which the Village shall review each Phase, including each Phase Preliminary Development Plans, each Phase Final Engineering Plans, each Phase Final Plat of Subdivision (each Phase Final Engineering Plans and each Phase Final Plat of Subdivision shall be collectively referred to as the "**Phase Final Development Plans**"; each set of Phase Final Development Plans shall be numbered sequentially so as to identify which Phase the Phase Final Development Plans pertain to) which will be submitted for approval as otherwise required by the provisions of the Village Code, as defined in Article VI. Provided that the uses on each of the Phase Final Development Plans, as and when submitted, are consistent with the Village Code as defined

in Article VI and the Preliminary Development Plans, the Village shall advance to the Board of Trustees each Phase Final Development Plans. It is expressly understood and agreed that no development may occur within the specified Phase until the applicable Phase Final Development Plans have been approved and all permits have been issued by all applicable governmental entities for such Phase. Developer shall not be obligated to develop any Phase in any specific order or within any specific time frame, except that if a Preliminary Development Plan has been approved by the Village Board, and should the Board of Trustees approve said Preliminary Development Plan, then such approval shall be effective for a period of one year.

2. Rezoning of the Subject Property. The Village shall rezone the Subject Property to the R-3 General Residence District, GO General Office District, and B Retail Business/Commercial District as shown on Exhibit B attached hereto and made a part hereof and consistent with the Village Code as defined in Article VI.

3. Standards for Approval of each Phase Final Plat of Subdivision. The Village shall advance to the Board of Trustees each Phase Final Plat of Subdivision provided that the same is consistent with the Phase Preliminary Plat of Subdivision submitted for such Phase, the Village Code as defined in Article VI and consistent with the time frames for each Phase established in Article VIII.

4. Rezoning Ordinance/Relief. The Village agrees to defend the Agreement, the annexation, the zoning and the development plan approval against any lawsuits brought by objectors including any other governmental bodies challenging the same including any lawsuits brought by other government bodies seeking to condemn all or any portions of the Subject Property. In the event of a third party challenge, the Developer may elect to appear and defend litigation or tender the defense to the Village. If the Developer elects to appear and defend the Village may also be represented by counsel. If the Developer tenders the defense to the Village, the Village and the Developer shall select an attorney by mutual agreement. The Village and the Developer will cooperate with each other in connection with the litigation. In the event the Developer is able to settle any litigation or claim and the Village refuses or withholds its consent to such settlement, the Developer's obligation under this Agreement shall be limited to the terms of the proposed settlement agreement as long as the settlement agreement does not include costs, damages or awards against the Village for which the Village will be liable, and the cost of the Village's attorneys' fees, if any, as of the date of the proposed settlement agreement. Developer shall pay all of the Village's reasonable costs and expenses including that of consultants and professionals related to the enforcement of the terms of the Agreement. In the event that the Village fails to defend this Agreement or the terms thereof, this Agreement constitutes the Village's authorization to permit the Developer defend this Agreement in the Village's name at no expense to the Village.

5. Future Map Amendments, Variations from Zoning Ordinance and Subdivision Ordinance. Nothing herein shall prevent the Developer or its successors or assignees from requesting the Village to rezone all or portions of the Subject Property to another zoning district classification ("Map Amendment") not provided for in this

Agreement or from requesting any variations from the Zoning Ordinance, the Subdivision Ordinance or any other development code of the Village pursuant to the procedures set forth in the Village Code ("Variation"). Such Map Amendments and Variations not requested and addressed in this Agreement shall require an amendment to this Agreement and shall require an extraordinary vote as provided for in Section 65 ILCS 5/11-15.1-3. No Variation to the planning, building or zoning codes will be granted without a separate request for a hearing.

6. Continuation of Current Use. At all times subsequent to the annexation of the Subject Property and until permits are issued for construction of the subdivision on the Subject Property once annexed, the Subject Property may continue to be used in a manner consistent with its current Lake County zoning designation, notwithstanding any change in zoning or other change in its legal status or any codes or ordinances applicable to the Subject Property.

#### **Article VI. APPLICABLE MUNICIPAL STANDARDS/BUILDING CODES**

The zoning, subdivision, development and use of the Subject Property may occur in phases and shall occur in accordance with the following: (1) the Hawthorn Woods Zoning Ordinance in effect as of the Agreement Effective Date ("Zoning Ordinance") as amended from time to time; (2) the Hawthorn Woods Subdivision Control Ordinance in effect as of the Agreement Effective Date ("Subdivision Ordinance") as amended from time to time; and (3) the Village's other codes and ordinances, as amended from time to time, that are generally applicable throughout the Village, except to the extent such codes and ordinances conflict with the provisions of the Rezoning Ordinance or this Agreement in which event the provisions of the Rezoning Ordinance and this Agreement shall govern and control. Collectively, the Agreement, the Rezoning Ordinance, the Zoning Ordinance, the Subdivision Ordinance and the Village's other codes and ordinances are collectively referred to as the "Village Code".

#### **Article VII. HOMEOWNERS' ASSOCIATION**

In furtherance of the development, use, occupancy and enjoyment of the Subject Property, the Developer shall establish an association (hereinafter collectively referred to as the "Association") which shall be governed by declarations (hereinafter collectively referred to as the "Declarations") for all residential portions of the Subject Property, when and as developed such that the Association and Declarations need not be prepared until such time as a Phase containing residential uses is proposed and developed. The form of the Declarations shall be approved at the meeting to approve any such applicable Phase Final Development Plans and shall contain provisions generally conforming to those contained in Exhibit C and other provisions customary to such declarations and shall be subject to the review and approval of the Village Attorney, which approval shall not be unreasonably withheld, to the extent necessary to protect the interests of the Village and to ensure that the development complies at all times with the Village Code, as defined in Article VI. No Phase Final Plat of Subdivision for the development of residential uses or any phase thereof shall be recorded unless simultaneously therewith the development or phase thereof has been subjected to the terms of a Declaration by a recorded instrument. In the event the Declarations contain provisions contrary to any more restrictive provisions in the Village Code, the Village Code shall control, unless otherwise provided in this Agreement.

## **Article VIII. PLANNED UNIT DEVELOPMENT PLAN AND PLAT/SUBDIVISION APPROVALS**

The Village agrees that subject to the provisions of the Village Code, as defined in Article VI, it shall consider for approval a Phase Final Plat of Subdivision within ninety (90) days after the Developer submits an application requesting such approval, provided said plans are substantially in accordance with this Agreement, the approved Phase Preliminary Development Plans and the Village Code, as defined in Article VI. The Village shall approve the phasing of the development (the development of less than all of the Subject Property at one time), provided that said phasing can be accomplished in accordance with good engineering practices, and such phasing is approved in each Phase Preliminary Development Plan.

## **Article IX. REQUIRED IMPROVEMENTS**

A. Engineering Conformance. All required improvements shall be constructed in conformance with the Village Code, as defined in Article VI. The Village shall consider for approval all engineering plans and specifications within forty-five (45) days after submission, provided that they comply with the Village Code, or, where the Village Code is silent, that said plans and specifications are consistent with generally accepted engineering standards. If any engineering plans and/or specifications fail to meet the Village Code, the Village shall give the Developer written notification within such forty-five (45) day period specifying in each case, those items that the Village deems deficient. All streets will be dedicated to the Village.

B. Water and Sewer. The Village will continue to work with Aqua Illinois, Inc. ("Aqua") to serve the Subject Property and other property in the service area with potable water service and sanitary sewer service ("Public Improvements"). The property may be served by well and septic however, it is expressly understood and agreed that no construction of a well or septic system may occur until the applicable Phase Final Development Plans have been approved and all permits have been issued by all applicable governmental entities for such Phase.

If said Public Improvements are not available, the Developer may opt to install a well and septic system until said Public Improvements are located to the adjacent premises. Premises shall be deemed to be adjacent to such public water supply system or a public sewer collection system where a water or sewer main is located in a public right of way or easement contiguous to such premises and said water main or sewer main extends along the entire frontage of such premises. Further, premises shall not be deemed to be adjacent to such water or sewer system where connection to such system would require tunneling or boring for a distance of greater than two hundred feet (200') under any roadway, building or flowing stream. The Developer will be required to connect to the Public Improvements within a time period of four (4) years of said Public Improvements becoming adjacent to a Phase of the Subject Property. The Village shall confirm with Aqua that there shall remain for the term of this Agreement sufficient capacity to serve the Subject Property for water and sanitary sewer purposes.

All mains shall be located in exclusive easements, where possible, within or along the perimeter of the Subject Property or within the existing right-of-way of Gilmer Road subject to the approval of the Lake County Division of Transportation or the Village, whichever is applicable.

All water and/or sewer user fees and connection fees shall be the responsibility of the Developer.

If the Developer installs a portion of the proposed water and sanitary sewer main extensions at its sole cost, the Village will work with the Developer in establishing a reasonable recapture agreement for said improvements. Said agreement will be reviewed and agreed upon by the Village and the Developer.

C. Storm Sewers, Stormwater Drainage, Detention and Wetlands Management. The Developer shall subdivide the Subject Property in Phases. Therefore, the Developer shall provide storm sewers, stormwater drainage, detention (including stormwater release from tributary areas), and wetlands management to each Phase of the Subject Property in accordance with all applicable laws, administrative regulations and ordinances, whether said laws, regulations or ordinances originate from the State of Illinois, Illinois Environmental Protection Agency, Illinois Pollution Control Board, the County of Lake, the Army Corps of Engineers, or the Village, including, but not by way of limitation the Lake County Watershed Development Ordinance ("WOO").

D. Utility Easements. In connection with the development of the Subject Property, the Developer shall grant adequate non-exclusive easements in locations mutually agreeable to the Developer and the Village, including in the right-of-way, subject to the approval of the Lake County Division of Transportation, for all public improvements and utilities, including cable television.

E. Underground Utilities. All utilities, existing and proposed, shall be installed underground and shall be in conformance with the Village Code.

F. Improvement Agreement. As a condition of and prior to approval of each Phase of the Phase Final Development Plans for the any portion of the Subject Property, the Developer shall execute the Village's standard form of Improvement Agreement and tender a letter of credit provided for therein ("Improvement Surety") such that there shall be a separate Improvement Surety for each Phase.

## **Article X. BUILDING AND CONSTRUCTION PERMITS**

A. Building Permit Issuance. After the approval of each Phase of the Phase Final Development Plans, the Village shall issue building permits to the Developer to construct commercial buildings or dwelling units within fifteen (15) business days of receipt of the last of the documents or other information required to support the applicable building permit application. If the building permit application is not approved, the Village shall provide the Developer with a statement in writing specifying the reasons for denial of the application, including specification of the requirements of law that the application and supporting documents fail to meet. The Village agrees to issue such building permits within five (5) business days of the Developer's compliance with those requirements of law so specified in any such statement by the Village. Building permits issued by the Village shall be valid for a period of one (1) year from the date of issuance. If the commercial building or dwelling unit is not completed within one year, an extension of the permit will be necessary and the terms of the permit extension shall comply with the provisions outlined

in the Village Code for permit extensions. Developer shall not be required to construct any Phase in any specific order or at any specific time.

B. Commencement of Earthwork. The Village agrees to issue permits to the Developer that authorize the commencement of excavation, site clearing, tree removal, mass grading, erosion and sediment control, filling and soil stock-piling activities, including the potential sale of topsoil or clay, within the Subject Property, and commencement of construction of underground utility improvements, stormwater management improvements and on-site streets (all of the foregoing activities being collectively referred to herein as "Earthwork") upon (i) approval of each Phase Final Engineering Plans; (ii) approval of each Phase Final Plat of Subdivision approval; and (iii) if required, the issuance of required wetlands mitigation permits by the Army Corps, the Village or the Lake County Stormwater Management Commission ("SMC"), provided potentially affected wetlands and, if required by law, buffers are fenced and not adversely affected by any such Earthwork and proper erosion fencing is installed at wetland buffer limits before commencement of such Earthwork. The Developer will notify the Village if the sale of topsoil or clay will be part of the earthwork commencement. The Developer shall indemnify the Village and the Village Engineer against, and hold the Village and the Village Engineer harmless from, any claims, actions or losses the Village or the Village Engineer may suffer, sustain or incur because another governmental agency takes action against the Village or the Village Engineer after the Developer undertakes development activities pursuant to the provisions of this Subsection B.

C. Commencement of Construction of Required Improvements. The Village agrees to issue permits to the Developer that authorize the commencement of construction of required improvements within the Subject Property upon: (i) final engineering approval; (ii) Final Plat of Subdivision approval; (iii) if required, the issuance of required wetlands mitigation permits by the Army Corps the Village, or SMC provided potentially affected wetlands and, if required by law, buffers are fenced and not adversely affected by such construction activities and that proper erosion fencing is installed at wetland buffer limits before commencement of such construction activities; and (iv) issuance of required IEPA permits. The Developer shall indemnify the Village, Village staff, elected officials and the Village Engineer against, and hold the Village, Village staff, elected officials and the Village Engineer harmless from, any claims, actions or losses the Village, Village staff, elected officials or the Village Engineer may suffer, sustain or incur because another governmental agency takes action against the Village, Village staff, elected officials or the Village Engineer after the Developer undertakes development activities pursuant to the provisions of this Agreement.

D. Construction Access and Equipment/Marketing Sign. After the approval of the Final Plat of Subdivision, the Developer may, at its own risk, install or erect on the Subject Property up to one (1) construction office trailer, one six (6') foot by twelve (12') foot double-sided temporary marketing sign with a maximum height of eight (8') feet, and consistent with all other Village sign standards, paved parking lot, and up to three (3) semi-trailers only for storage of construction materials and equipment as may be necessary and after obtaining all applicable permits from the Village, provided, however, that no such structure shall be within 100 feet of any property lines of the Subject Property. Developer shall furnish to the Village for approval a Construction Equipment Exhibit, which shall contain information on the location of the construction office trailer, the paved parking lot, and the location of up to three (3) semi-trailers to

be used for construction materials and equipment storage. The Village's approval of the Construction Equipment Exhibit shall not be unreasonably withheld. The marketing sign details, including location, shall be included with the Developer's signage plans submittal to the Village.

The Developer shall be permitted to use and occupy (but not for residential purposes) the construction office trailers upon the installation of temporary electric generators, wastewater holding tanks or portable toilet facilities and water facilities provided that such generators shall be disconnected and removed at such time as electrical service becomes available to the Subject Property. Semi-trailers intended for storage of construction materials and equipment may be used and occupied (but not for residential purposes) prior to the installation of such temporary electric, wastewater, and water facilities. All matters governed by the Lake County Health Ordinance shall be subject to the review and approval of the Lake County Health Department.

The Developer shall use its best efforts to coordinate with Lake County Division of Transportation to obtain a temporary access permit on Gilmer Road for construction-related traffic onto the Subject Property. At no time, shall construction-related traffic access the Subject Property from any Village or Township Road. The Developer shall provide a Construction Ingress/Egress Map as part of its Final Development Plans submittal to the Village.

E. Meaning of "at the Developers Risk". The Developer, in stating that the Developer proceeds with any work or any construction pursuant to the provisions of Subsection B, C, and D above "at the Developers risk", hereby acknowledges that if any completed work or if any completed construction fails to conform to the applicable Final Development Plans for such work or construction, to any other applicable plans, or to any applicable federal, state, county or Village requirements, the Village shall have the option of determining whether the Developer shall then be required to correct such work or construction so that it does conform to such Final Development Plans, to such other plans, or to such governmental requirements or whether the Developer shall then be required to modify its plan of development for the Subject Property to reflect such non-conformance.

## **Article XI. MASTER APPROVAL OF BUILDING PLANS**

A. At such time as the Village has approved building plans for any model of a dwelling unit to be constructed as a part of the Development (including extras or options), the same shall constitute a "master approval" of the plans for such model. Thereafter, the Village's review of any plans for any model which conforms to the plans for which a master approval has been made shall be streamlined to focus on its conformance with the structural requirements, lot density/setback compliance, and development standards. Nothing contained herein shall relieve Developer from the obligations to pay, either at a standard or overtime billing rate, as deemed necessary by the Village, review or permit fees for each dwelling unit for which a building permit is sought. Developer shall also modify any plans to comply with any building and/or life safety code requirements adopted subsequent to the master approval. Developer shall provide the Village with sufficient copies of plans for which master approval has been given, for use in the field as dwelling units are constructed.

## **Article XII. GENERAL PROVISIONS**

A. Anti-Monotony for Semi-Custom Single-Family Detached Residences. An anti-monotony plan will be required for each residential portion of the Subject Property and will be reviewed with each development during the Final Development Plan review by the Village.

B. Cul-De-Sacs. The parties agree that cul-de-sacs must contain landscaped islands and the landscaped islands will be maintained by the appropriate Homeowners Association.

C. Right-of-Way Obstructions. Obstructions in the right-of-way fronting commercial or dwelling lots shall be prohibited. Obstruction examples include pillars, column mailboxes, boulders and landscaping, except for parkway trees and public improvements. Mailboxes shall conform to U.S. Postal Service guidelines.

D. Certificates of Occupancy. The Village shall issue certificates of occupancy for commercial buildings or dwelling units constructed within the Development, as provided for in the Village Code, provided all permanent wastewater treatment and water improvements, stormwater management facilities, and right-of-way (curb, gutter, sidewalk, paving, grading improvements, and landscaping) and streets improved with a binder course required to serve such dwelling units have been completed to the satisfaction of the Village Engineer, within five (5) business days of proper application therefor 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 the 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 the Developer's compliance with the requirements of law identified by the Village after its first inspection of the applicable structures. Should the Developer dispute any of the requirements of law so stated by the Village within said letter of denial, then the 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 VI. However, the same shall not limit in any respect the Village's or the Developer's rights and remedies under this Agreement.

F. Stop Work Orders. All applicable laws of the Village Code shall apply related to Stop Work Orders.

G. Back-up Special Service Area. The Parties acknowledge and agree that a special service area shall be established as a back-up mechanism in order to guaranty that Developer and its successor, (a homeowners association to be created by Developer for the purpose of inter alia succeeding to its rights and obligations) maintain the common areas in the development consistent with the performance standards (to be mutually agreed to between the Parties). The common areas, the landscaping in the common areas, maintenance of the common areas including the various wetlands, wetland buffer areas, and detention and drainage areas, shall at a minimum be included in the obligations secured under the Special Service Area. Developer shall refrain from objecting to the creation of the Special Service Area and agrees that the creation of the same shall be initiated at the time of Final Development Plan approval (although the completion of the process shall not be a condition to final approval). The maximum tax rate shall be based on but not limited to the

estimated expense for maintenance of such improvements. The territory to be included in such Special Service Area shall be as described on the attached Exhibit A.

### **Article XIII. IMPACT FEE/DONATIONS/OTHER ECONOMIC MATTERS**

A. Taxing District Contributions. The Developer shall donate to Fremont School District 79, Mundelein Consolidated High School District 120, Fremont Public Library District and the Countryside Fire Protection District the sums in effect at the time of Final Plat of Subdivision approval for each residential dwelling unit to be developed on the Subject Property. The Developer has entered into written agreements with each District, and such agreements are attached hereto as Exhibits D, E, F and G. The Developer shall pay the sums at such time as provided for in such agreements. Prior to the issuance of any building permit, Developer shall provide to the Village a receipt from each District indicating the taxing district's contribution has been paid for said building permit application.

B. Annexation Fee. Prior to passage of the ordinance annexing the Subject Property the Developer shall pay an annexation fee in the amount of \$41,000.

C. General Contribution. The Developer shall not be required to make a general contribution to the Village on the date of the annexation of the Subject Property. However, the Developer shall be required to pay the general contribution of Five Thousand Five Hundred Thirty-One and 00/100 (\$5,531.00) Dollars per residential dwelling unit and \$1.00 per square foot of the proposed building per story, excluding basements and mezzanines for all non-residential uses. Said fee shall be paid at the time of issuance of the building permit for each residential dwelling unit and non-residential building.

D. Park Donation. The Developer shall donate to the Village the required amount listed below based on the total bedroom count for each residential dwelling unit to be developed on the Subject Property. Said donation shall be used to pay down the Aquatic Center debt. Said fee shall be paid on a per dwelling unit basis at the time of issuance of the building permit for each residential dwelling unit. Any potential park land donation will be reviewed at the time of each Phase Final Development Plan approval. Notwithstanding the foregoing, credits for park land donations may be applied to more than one Phase, whether or not such Phase has been approved.

Single Family Detached Dwelling Unit

2 bedroom - \$5,748

3 bedrooms - \$8,262

4 bedrooms - \$10,727

5+ bedrooms - \$10,745

Single Family Attached Dwelling Unit

1 bedroom - \$3,400

2 bedroom - \$5,672

3 bedroom - \$6,817

4+ bedroom - \$8,963

Multi-Family Dwelling Unit  
Efficiency - \$3,688  
1 bedroom - \$5,010  
2 bedroom - \$5,455  
3+ bedroom - \$8,701

E. Aquatic Center Memberships. The Developer shall donate to the Village the initial family membership fees to the aquatic center for each new residential dwelling unit to be developed on the Subject Property. Said fee shall be determined at the current rate established by the Village and will be paid at the time of issuance of the building permit.

F. Roadway Impact Fee. The Developer shall donate to the Village the sum of \$1,300 for each single family detached dwelling unit, the sum of \$800 for each single family attached or multi-family dwelling unit, the sum \$3,000 for each commercial retail use less than 4,000 square feet in size, the sum of \$5,000 for each commercial retail use greater than 4,000 square feet in size, and the sum of \$2,000 for each office use. Said donation will be used to assist in the maintenance of Village roads and Village utilities. Said fee shall be paid at the time of issuance of the building permit for the applicable residential dwelling and non-residential building.

G. Utility Connection Fee. In the event the Subject Property connects to Public Improvements, the Developer shall be required to pay all associated connection fees identified in Section 4-5-6 of the Village Code. Said donation will be deposited into the Village's Sewer Fund and used for the operation of the Village's sanitary sewer and lift stations. Said fee, if applicable, shall be paid at the time of issuance of the building permit for the applicable residential dwelling and non-residential building or at the time of utility connection, whichever event comes first and subject to Article IX (B) of said Agreement.

H. Security. For each Phase, Developer shall secure its donation obligations under Subsections C, D, and F above by delivery to the Village of an irrevocable letter of credit, in a form approved by the Village Attorney and issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois (the "Donations Letter of Credit"). Developer shall deliver the Donations Letter of Credit to the Village concurrently with the approval of each Phase Final Plat of Subdivision and each Phase Final Development Plan by the Village. The amount of the Donations Letter of Credit shall reflect donations that have been theretofore made and subsequently reduced as payments due under the aforesaid Subsections C, D, and F are made to the Village. The Donations Letter of Credit shall remain on deposit with the Village and be renewed or extended from time to time, as necessary, until Developer has satisfied all of its donation and construction obligations for such Phase, as set forth under Subsections C, D, and F above.

I. Special Service Area Objection Waiver. The Village shall have the right to include the Subject Property within special service area(s) that it establishes or has established under Illinois law for properties within said area. The Developer, for itself and its successors and assigns, specifically waives its right to object under 35 ILCS 200/27-5 et seq. to the establishment or enlargement of such special service area(s), consents to the establishment or enlargement of such

special service area(s) and to the inclusion of the Subject Property in such special service area(s) and agrees to execute such additional waivers and consents as the Village Attorney may reasonably request.

**Article XIV. MISCELLANEOUS**

A. Recordation. The Parties agree to do all things necessary to cause this Agreement to be recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

B. Notices. All notices hereunder shall be in writing and must be served either personally, by certified mail, by overnight courier to:

THE VILLAGE at: Village of Hawthorn Woods  
2 Lagoon Drive  
Hawthorn Woods, Illinois 60047  
Attention: Chief Operating Officer

With a copy to: Schain, Banks, Kenny & Schwartz, Ltd.  
70 W Madison Street, Suite 2300  
Chicago, Illinois 60602  
Attention: Patrick T. Brankin

DEVELOPER at: 3121 County Road  
Saukville, WI 53080  
Attention: Michael Hammes

With a copy to: Davis & Kuelthau, s.c.  
111 E Kilbourn Avenue, #1400  
Milwaukee, WI 53202  
Attention: Lisa Wood

or to such other person or place which any Party hereto, by its prior written notice, shall designate for notice to it from the other Parties hereto.

Notice shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after the deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier.

C. Binding Effect, Term and Amendment.

1. Pursuant to 65 ILCS 5/11-15.1-4, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, successor grantees, purchasers, and Developers of record of the Subject Property, their assigns and lessees, and upon any successor municipal

authority of the Village and successor municipalities, for a period of twenty (20) years from the Effective Date (the "Termination Date"). This Agreement shall automatically terminate on the Termination Date without the need for a further agreement or termination statement.

2. The Developer may transfer ownership to portions of the Subject Property to one or more land developers or builders (sometimes "Purchaser"). However, any building elevations must be approved by the Village. Upon a sale of the Subject Property, the Purchaser shall become the "Owner" and "Party" for purposes of this Agreement, and shall be bound by and subject to the obligations and entitled to the benefits of this Agreement. The Village agrees that the personal liability of the transferring Developer shall be released upon such transfer and Purchaser shall remain solely liable for the obligations of, and shall be deemed the "Developer" hereunder, provided however, that any letter of credit posted with the Village by Developer to secure any obligation under this Agreement shall only be returned upon acceptance by the Village of a substitute letter of credit acceptable to the Village.

3. This Agreement may be amended from time-to-time with the consent of the Parties hereto pursuant to statute, except those changes to the addresses or addressees for notice in Section 8. shall be accomplished by delivery of notice of such change in accordance with Section 8. However, only the written approval of the legal titleholder of an interest in the property affected by the amendment shall be required to affect an amendment to this Agreement. No purported oral amendment to the Agreement shall be binding or enforceable.

4. The Developer and the Village shall have the right to extend any timeframe or period for performance set forth in this Agreement without further amendment to this Agreement provided they mutually agree upon such extension in writing.

D. Severability. This Agreement is entered into pursuant to the provisions of Section 11-15.1- 1 et seq., of the Illinois Municipal Code, 65 ILCS 5/1 1-15.1-1 et seq. The Corporate Authorities of the Village have heretofore conducted a public hearing upon this Agreement. In the event any part or portion of this Agreement, or any provision, clause, wording, or designation contained within this Agreement is held to be invalid by any court of competent jurisdiction, such part, portion, provision, clause, wording, or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect the remaining portions thereof.

E. Enforceability/Remedies/Notice of Breach.

1. This Agreement shall be enforceable by actions in law and at equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Lake County, Illinois, and not in any other county, and hereby waive venue in any other court of competent jurisdiction.

Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall have been found to have occurred if performance is commenced to the satisfaction of the complaining party within thirty business days of the receipt of such notice.

2. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any one of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

3. If any of the Parties shall fail to perform any of its material obligations hereunder, and the party affected by such default shall give written notice of such default to the defaulting party, and if such defaulting party shall have failed to cure such default within fifteen (15) days of such default notice (provided, however, that said fifteen (15) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as, in its reasonable discretion and judgment, shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses it incurs in connection with action taken to cure such default, including reasonable attorneys' fees and litigation expenses.

4. If the performance of any covenant to be performed hereunder by any Party is delayed as a result of force majeure (which may include acts of God, war, acts of civil disobedience, strikes or similar events) the time for such performance shall be extended by the amount of time of such delay.

F. Survival of Representations; No Merger.

1. Each of the Parties hereto, for themselves, their successors, assigns, heirs, devisees and personal representatives, agrees that the warranties and recitals set forth in the preambles to this Agreement are material to this Agreement, and the Parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement, and the same shall continue during the term of this Agreement.

2. The agreements and covenants contained in this Agreement shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property or any part thereof to the Village.

G. Word Usage. Unless the provisions of this Agreement otherwise require, words imparting the masculine gender shall include feminine; words imparting the singular number shall include the plural; and words imparting the plural shall include the singular.

H. Captions and Section Headings. The captions and section headings incorporated herein are for convenience only and are not part of this Agreement.

I. Conflict in Regulations. The provisions of this Agreement shall supersede the provisions of any ordinances, codes, policies, or regulations of the Village that may be in conflict with the provisions of this Agreement.

J. No Third-Party Beneficiary. No provision of this Agreement is intended to benefit nor shall any provision of this Agreement benefit any party, individual or entity other than a Party to this agreement.

K. Execution and Counterparts. This Agreement may be executed in several counterparts, all of which shall be an original and all of which shall constitute one and the same Agreement.

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[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on this day and year first above written.

The VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation

By: [Signature]  
Its: Mayor

ATTEST

By: [Signature: Donna Roberto]  
Its: Village Clerk



DEVELOPER:

HH-HW-RE, LLC, a Wisconsin limited liability corporation

By: [Signature: Michael Hammes] 12/7/2022  
Its: President

My Commission expires  
Nov 19, 2025

STATE OF Wisconsin  
COUNTY OF Ozaukee ) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Michael Hammes, personally known to me to be the ~~[INSERT TITLE]~~ <sup>President</sup> of HH-HW-RE, LLC, a Wisconsin limited liability corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such ~~[INSERT TITLE]~~ <sup>PRESIDENT</sup> of HH-HW-RE, LLC, a Wisconsin limited liability corporation, he signed and delivered the said instrument, pursuant to authority given by the operating agreement of HH-HW-RE, LLC, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7<sup>th</sup> day of Dec, 2022.

Cathy Hamm  
Notary Public

My commission expires: Nov 19, 2025



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, 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 10 day of January, 2022. 2023



Danette E. Russell  
Notary Public

My commission expires: 3-11-2023

LEGAL DESCRIPTION

TRACT A:  
ALL OF THE FOLLOWING DESCRIBED PREMISES LYING SOUTHWESTERLY OF THE CENTER LINE OF GILMER ROAD:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS (EXCEPT THOSE PARTS THEREOF DESCRIBED AS FOLLOWS, TO-WIT:

(A) THAT PART OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS. BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GILMER ROAD (AS PER DOCUMENT NO. 439386 FILED FOR RECORD JULY 21, 1937) AND THE CENTER LINE OF ROUTE 176 (AS PER DOCUMENT NO. 337653 FILED FOR RECORD JUNE 3, 1929); THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF GILMER ROAD, WHICH IS GIVEN A BEARING OF SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST FOR PURPOSE OF DESCRIPTION ONLY, A DISTANCE OF 104.60 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2864.90 FEET AND A CENTRAL ANGLE OF 4 DEGREES 41 MINUTES 24 SECONDS, A DISTANCE OF 234.51 FEET TO A POINT ON THE CENTER LINE OF GILMER ROAD; THENCE SOUTH 44 DEGREES 51 MINUTES 23 SECONDS WEST ALONG A LINE PARALLEL WITH THE CENTER LINE OF ROUTE 176, 440.35 FEET TO A POINT; THENCE NORTH 57 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 340.92 FEET TO A POINT IN THE CENTER LINE OF ROUTE 176; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST ALONG THE CENTER LINE OF ROUTE 176 A DISTANCE OF 450.16 FEET TO THE POINT OF BEGINNING (AND ALSO EXCEPT THAT PART FALLING IN ROUTE 176);

(B) THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GILMER ROAD (STATE AID ROUTE 28) AS PER DOCUMENT 439386 WITH THE CENTER LINE OF STATE BOND ISSUE ROUTE 176 AS PER DOCUMENT 337653; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF GILMER ROAD, WHICH IS ASSIGNED A BEARING OF SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST FOR THE PURPOSE OF DESCRIPTION ONLY, A DISTANCE OF 104.6 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2864.90 FEET, A DISTANCE OF 234.51 FEET TO A POINT ON SAID CENTER LINE OF GILMER ROAD AND THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVED LINE (BEING THE CENTER LINE OF SAID GILMER ROAD), A DISTANCE OF 84.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 936.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID; THENCE SOUTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID, A DISTANCE OF 1313.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00 DEGREES 34 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 225.49 FEET TO THE AFOREMENTIONED CENTER LINE OF STATE BOND ISSUE ROUTE 176; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING A CURVED LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1273.00 FEET), A DISTANCE OF 232.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING TANGENT WITH LAST DESCRIBED CURVED LINE), A DISTANCE OF 680.04 FEET TO A POINT (SAID POINT BEING 450.16 FEET SOUTHWEST OF THE POINT OF COMMENCEMENT, AS MEASURED ALONG THE CENTER LINE OF SAID STATE BOND ISSUE ROUTE 176); THENCE SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 340.92 FEET TO A POINT; THENCE

NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST (PARALLEL WITH THE AFORESAID CENTER LINE OF STATE BOND ISSUE ROUTE 176), A DISTANCE OF 440.35 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED); AND

(C) THOSE TRACTS OF LAND DESCRIBED IN TRUSTEE'S DEED TO COUNTY OF LAKE, DATED FEBRUARY 28, 2000 AND RECORDED MARCH 24, 2000 AS DOCUMENT 4506434).

**TRACT B:**

ALL OF THE FOLLOWING DESCRIBED PREMISES LYING NORTHEASTERLY OF THE CENTER LINE OF GILMER ROAD:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS (EXCEPT THOSE PARTS THEREOF DESCRIBED AS FOLLOWS, TO-WIT:

(A) THAT PART OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GILMER ROAD (AS PER DOCUMENT NO. 439388 FILED FOR RECORD JULY 21, 1937) AND THE CENTER LINE OF ROUTE 176 (AS PER DOCUMENT NO. 337653 FILED FOR RECORD JUNE 3, 1929); THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF GILMER ROAD, WHICH IS GIVEN A BEARING OF SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST FOR PURPOSE OF DESCRIPTION ONLY, A DISTANCE OF 104.60 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2864.90 AND A CENTRAL ANGLE OF 4 DEGREES 41 MINUTES 24 SECONDS, A DISTANCE OF 234.51 FEET TO A POINT ON THE CENTER LINE OF GILMER ROAD; THENCE SOUTH 44 DEGREES 51 MINUTES 23 SECONDS WEST ALONG A LINE PARALLEL WITH THE CENTER LINE OF ROUTE 176, 440.35 FEET TO A POINT; THENCE NORTH 57 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 340.92 FEET TO A POINT IN THE CENTER LINE OF ROUTE 176; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST ALONG THE CENTER LINE OF ROUTE 176 A DISTANCE OF 450.16 FEET TO THE POINT OF BEGINNING (AND ALSO EXCEPT THAT PART FALLING IN ROUTE 176);

(B) THAT PART OF THE NORTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GILMER ROAD (STATE AID ROUTE 26) AS PER DOCUMENT 439388 WITH THE CENTER LINE OF STATE BOND ISSUE ROUTE 176 AS PER DOCUMENT 337653; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF GILMER ROAD, WHICH IS ASSIGNED A BEARING OF SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST FOR THE PURPOSE OF DESCRIPTION ONLY, A DISTANCE OF 104.6 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2864.90 FEET, A DISTANCE OF 234.51 FEET TO A POINT ON SAID CENTER LINE OF GILMER ROAD AND THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVED LINE (BEING THE CENTER LINE OF SAID GILMER ROAD), A DISTANCE OF 64.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, THENCE SOUTH 00 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 939.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID; THENCE SOUTH 00 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID, A DISTANCE OF 1313.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00 DEGREES 34 MINUTES 46 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 225.40 FEET TO THE AFOREMENTIONED CENTER LINE OF STATE BOND ISSUE ROUTE 176; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING A CURVED LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1273.00 FEET), A DISTANCE OF 232.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 44 DEGREES 51 MINUTES

23 SECONDS EAST, ALONG SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING TANGENT WITH LAST DESCRIBED CURVED LINE), A DISTANCE OF 680.04 FEET TO A POINT (SAID POINT BEING 450.18 FEET SOUTH WEST OF THE POINT OF COMMENCEMENT, AS MEASURED ALONG THE CENTER LINE OF SAID STATE BOND ISSUE ROUTE 176); THENCE SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 340.82 FEET TO A POINT; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST (PARALLEL WITH THE AFORESAID CENTER LINE OF STATE BOND ISSUE ROUTE 176), A DISTANCE OF 440.35 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED); AND

(C) THOSE TRACTS OF LAND DESCRIBED IN TRUSTEE'S DEED TO COUNTY OF LAKE, DATED FEBRUARY 29, 2000 AND RECORDED MARCH 24, 2000 AS DOCUMENT 4506434.

(D) THE WEST 378.76 FEET (AS MEASURED ALONG THE NORTH LINE THEREOF) OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINES OF GILMER ROAD AND ILLINOIS ROUTE 176).

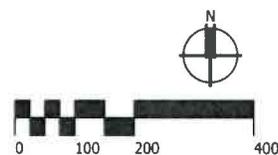


LAND USE SITE SUMMARY	
LANDUSE	COLOR
RETAIL COMMERCIAL	Red
COMMERCIAL HOSPITALITY	Blue
MIXED USE (COMMERCIAL OFFICE, ACCESSORY SERVICES)	Orange
MIXED RESIDENTIAL / SENIOR OR MULTIFAMILY	Yellow with diagonal lines

CONCEPTUAL LAND USE PLAN

**GILMER ROAD  
AND IL-176 PROPERTIES**

HAWTHORN WOODS, ILLINOIS



PROPERTY OWNER  
**HH-HW-RE, LLC.**



January 14th, 2022

EXHIBIT C  
Form of the Declarations

Shall be submitted and reviewed prior to final approval of the Phase Final Development Plans.

EXHIBIT D  
Fremont School District 79 Donation Agreement

Shall be submitted and reviewed prior to final approval of the Phase Final Development Plans.

EXHIBIT E

Mundelein Consolidated High School District 120 Donation Agreement

Shall be submitted and reviewed prior to final approval of the Phase Final Development Plans.

EXHIBIT F  
Fremont Public Library District Donation Agreement

Shall be submitted and reviewed prior to final approval of the Phase Final Development Plans.

EXHIBIT G  
Countryside Fire Protection District Donation Agreement

Shall be submitted and reviewed prior to final approval of the Phase Final Development Plans.