



ORDINANCE NO. 2388-24

AN ORDINANCE ACCEPTING THE HAWTHORN TRAILS PHASE 3 ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN HAWTHORN 45 LLC AND QUENTIN 37, LLC

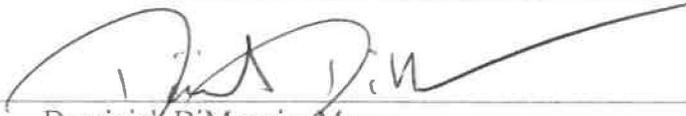
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and the Village Clerk be, and the same is hereby authorized and directed, to accept the Hawthorn Trails Phase 3 Assignment and Assumption Agreement between Hawthorn 45 LLC and Quentin 37, LLC, attached hereto as Exhibit "A", and, by this reference made a part hereof.

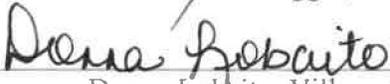
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on September 23, 2024:

AYES: Kaiser, McCarthy, Ryschke, Bayer, Hurst, Paman

NAYS: Ø

ABSENT AND NOT VOTING: Ø

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: Sept. 23, 2024

APPROVED: Sept. 23, 2024

Hawthorn Trails Phase 3 Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "Assignment"), effective as of 9/15/24, 2024 (the "Effective Date"), is by and between HAWTHORN 45 LLC, an Illinois limited liability company ("Assignor"), and QUENTIN 37, LLC, an Illinois limited liability company ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Purchase Agreement dated March 17, 2017 for the property located at the northeast corner of State Route 22 and Quentin Road in Hawthorn Woods, Illinois that is legally described on Exhibit A, attached hereto and incorporated herein by this reference, (the "Property");

WHEREAS, prior to the close of the real estate transaction for the Property, Assignor and the Village of Hawthorn Woods entered into that certain Improvement Agreement dated May 25, 2017 relating to the Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, (the "Improvement Agreement");

WHEREAS, Assignor and Assignee closed the real estate transaction for the Property on June 13, 2017 with Assignee taking title to the Property but the Improvement Agreement was not assigned; and

WHEREAS, Assignor desires to assign the Improvement Agreement to Assignee and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the Improvement Agreement. Assignee hereby accepts such assignment and assumes all of Assignor's remaining duties and obligations under the Improvement Agreement and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Improvement Agreement accruing on and after the Effective Date.

2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

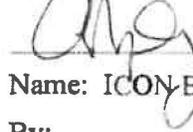
HAWTHORN 45 LLC



By: Peter G. Brennan

Title: manager

QUENTIN 37, LLC



Name: ICON Building, LLC

By:

Title:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 41 IN CYPRESS GROVE, BEING A SUBDIVISION OF PART OF SAID EAST HALF ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2007, AS DOCUMENT 6117857, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 19, 2007, AS DOCUMENT 6138888; THENCE SOUTH 82°47'68" EAST 129.81 FEET ALONG THE NORTHEAST LINE OF SAID LOT 41; THENCE SOUTH 9°41'35" EAST 9.57 FEET ALONG THE EAST LINE OF SAID LOT 41; THENCE EASTERLY, ALONG A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 135.00 FEET AND A 176.95 FOOT CHORD BEARING SOUTH 39°35'13" EAST, AN ARC DISTANCE OF 192.07 FEET TO A POINT ON THE NORTH LINE OF LOT 42 IN SAID CYPRESS GROVE; THENCE SOUTH 72°12'15" EAST, ALONG SAID NORTH LINE, 29.31 FEET; THENCE NORTH 89°43'05" EAST 72.28 FEET; THENCE SOUTH 0°16'55" EAST 176.95 FEET TO THE NORTH LINE OF LOT 46 IN SAID CYPRESS GROVE; THENCE SOUTH 82°14'45" EAST, ALONG SAID NORTH LINE, 38.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 46; THENCE NORTH 87°28'07" EAST 89.35 FEET TO THE NORTHWEST CORNER OF LOT 46 IN SAID CYPRESS GROVE; THENCE SOUTH 89°47'48" EAST 85.00 FEET, ALONG THE NORTH LINE OF SAID LOT 46, TO THE NORTHWEST CORNER OF LOT 47 IN SAID CYPRESS GROVE; THENCE SOUTH 88°06'08" EAST 107.08 FEET, ALONG THE NORTH LINE OF SAID LOT 47, TO THE WEST LINE OF CATALPA DRIVE; THENCE NORTH 89°01'53" EAST, ALONG A RADIAL LINE, 76.00 FEET TO A LINE THAT IS 15.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF CATALPA DRIVE; THENCE SOUTHEASTERLY, ALONG SAID PARALLEL LINE, BEING A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 225.00 FEET AND A 314.93 FOOT CHORD BEARING SOUTH 45°22'58" EAST, AN ARC DISTANCE OF 348.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°47'48" EAST, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF CATALPA DRIVE, 222.02 FEET TO THE WEST LINE OF PROVIDENCE DRIVE; THENCE SOUTH 0°15'18" EAST, ALONG SAID WEST LINE, 137.44 FEET; THENCE SOUTH 4°30'45" WEST, ALONG THE EAST LINE OF OUTLOT A IN SAID CYPRESS GROVE, 138.86 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A; THENCE NORTH 89°48'37" WEST, ALONG THE SOUTH LINE OF SAID OUTLOT A, 285.05 FEET; THENCE NORTH 80°43'28" WEST, ALONG SAID SOUTH LINE, 186.26 FEET; THENCE NORTH 89°48'37" WEST, ALONG SAID SOUTH LINE, 779.13 FEET; THENCE NORTH 45°02'05" WEST 2.97 FEET THE WEST LINE OF SAID OUTLOT A; THENCE NORTH 0°16'55" WEST, ALONG SAID WEST LINE, 878.54 FEET; THENCE NORTH 89°43'05" EAST, PERPENDICULAR TO SAID WEST LINE, 117.44 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, ILLINOIS.

AREA
.14717 AC
(more or less)

EXHIBIT B
Improvement Agreement

ORDINANCE NO. 1707-16

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE HAWTHORN TRAILS PHASE 3 SUBDIVISION IMPROVEMENT AGREEMENT – FOXFORD COMMUNITIES

WHEREAS, on or about February 19, 2016, Hawthorn 45, LLC d/b/a Foxford Communities (“DEVELOPER”), as applicants and/or owners of the property, filed an application for a special use permit for a planned unit development, subdivision plan and plat approval, and relief from the Zoning Ordinance, Subdivision Control Ordinance and Building Regulations Ordinance regarding the property legally described on **Exhibit "A"** attached hereto and incorporated herein (the "SUBJECT REALTY"); and,

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

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, that the Mayor and Village Clerk be, and the same are, are hereby authorized to execute a certain Hawthorn Trails Phase 3 Subdivision Improvement Agreement with DEVELOPER, in substantially the same form attached hereto as **Exhibit "C"**, and by the reference, made a part hereof, as follows:

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

1. DEVELOPER, and after turnover of the Hawthorn Trails Phase 3 Homeowners' Association ("ASSOCIATION"), the ASSOCIATION shall maintain the area in the right of way on Catalpa Drive in the Cypress Grove subdivision, including, but not limited to, the box culvert, storm sewer, pedestrian path, landscaping and turf.
2. Administrative review and approval of the Engineer's Estimate of Probable Costs for Improvements, as subsequently revised.

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

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

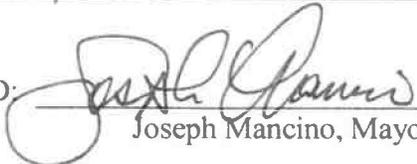
The foregoing Ordinance was passed by a roll call vote as follows:

AYES: Paizo, Rios, Corrigan, Dimaggio

NAYS: Morgan

ABSTENTIONS: 0

ABSENT: David

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: November 28, 2016

APPROVED: May 25, 2017

EXHIBIT "A"

LEGAL DESCRIPTION

HAWTHORN TRAILS SOUTH/PHASE 3 P.U.D. HAWTHORN WOODS, ILLINOIS METES AND BOUNDS LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 41 IN CYPRESS GROVE, BEING A SUBDIVISION OF PART OF SAID EAST HALF ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2007, AS DOCUMENT 6117957, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 19, 2007, AS DOCUMENT 6139886; THENCE SOUTH 52°47'56" EAST 129.51 FEET ALONG THE NORTHEAST LINE OF SAID LOT 41; THENCE SOUTH 9°41'35" EAST 9.57 FEET ALONG THE EAST LINE OF SAID LOT 41; THENCE EASTERLY, ALONG A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 135.00 FEET AND A 176.95 FOOT CHORD BEARING SOUTH 39°35'13" EAST, AN ARC DISTANCE OF 192.97 FEET TO A POINT ON THE NORTH LINE OF LOT 42 IN SAID CYPRESS GROVE; THENCE SOUTH 72°12'15" EAST, ALONG SAID NORTH LINE, 29.31 FEET; THENCE NORTH 89°43'05" EAST 72.28 FEET; THENCE SOUTH 0°16'55" EAST 175.95 FEET TO THE NORTH LINE OF LOT 45 IN SAID CYPRESS GROVE; THENCE SOUTH 82°14'45" EAST, ALONG SAID NORTH LINE, 36.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 45; THENCE NORTH 87°28'07" EAST 59.35 FEET TO THE NORTHWEST CORNER OF LOT 46 IN SAID CYPRESS GROVE; THENCE SOUTH 89°47'46" EAST 85.00 FEET, ALONG THE NORTH LINE OF SAID LOT 46, TO THE NORTHWEST CORNER OF LOT 47 IN SAID CYPRESS GROVE; THENCE SOUTH 88°06'05" EAST 107.09 FEET, ALONG THE NORTH LINE OF SAID LOT 47, TO THE WEST LINE OF CATALPA DRIVE; THENCE NORTH 89°01'53" EAST, ALONG A RADIAL LINE, 75.00 FEET TO A LINE THAT IS 15.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF CATALPA DRIVE; THENCE SOUTHEASTERLY, ALONG SAID PARALLEL LINE, BEING A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 225.00 FEET AND A 314.93 FOOT CHORD BEARING SOUTH 45°22'56" EAST, AN ARC DISTANCE OF 348.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°47'46" EAST, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF CATALPA DRIVE, 222.02 FEET TO THE WEST LINE OF PROVIDENCE DRIVE; THENCE SOUTH 0°15'16" EAST, ALONG SAID WEST LINE, 137.44 FEET; THENCE SOUTH 4°30'45" WEST, ALONG THE EAST LINE OF OUTLOT A IN SAID CYPRESS GROVE, 136.96 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A; THENCE NORTH 89°48'37" WEST, ALONG THE SOUTH LINE OF SAID OUTLOT A, 285.05 FEET; THENCE NORTH 80°43'28" WEST, ALONG SAID SOUTH LINE, 166.25 FEET; THENCE NORTH 89°48'37" WEST, ALONG SAID SOUTH LINE, 779.13 FEET; THENCE NORTH 45°02'06" WEST 2.97 FEET THE WEST LINE OF SAID OUTLOT A; THENCE NORTH 0°16'55" WEST, ALONG SAID WEST LINE, 876.54 FEET; THENCE NORTH 89°43'05" EAST, PERPENDICULAR TO SAID WEST LINE, 117.44 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, ILLINOIS.

AREA

14.717 AC

(more or less)

COMMERCIAL PROPERTY

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT A IN CYPRESS GROVE, BEING A SUBDIVISION OF PART OF SAID EAST HALF ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2007, AS DOCUMENT 6117957, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 19, 2007, AS DOCUMENT 6139886; THENCE NORTH 89°48'37" WEST, ALONG THE SOUTH LINE OF SAID OUTLOT A, 285.05 FEET; THENCE NORTH 80°43'28" WEST, ALONG SAID SOUTH LINE, 166.25 FEET; THENCE NORTH 89°48'37" WEST, ALONG SAID SOUTH LINE, 511.21 FEET TO A POINT OF BEGINNING; THENCE NORTH 0°16'55" WEST 650.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 63.00 FEET AND A 89.10 FOOT CHORD BEARING NORTH 45°16'55" WEST, AN ARC DISTANCE OF 98.96 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°43'05" WEST 207.00 FEET TO THE WEST LINE OF AFORESAID OUTLOT A; THENCE SOUTH 0°16'55" EAST, ALONG SAID WEST LINE, 709.32 FEET; THENCE SOUTH 45°02'06" EAST 2.97 FEET TO THE SOUTH LINE OF SAID OUTLOT A; THENCE SOUTH 89°48'37" EAST, ALONG SAID SOUTH LINE, 267.92 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, ILLINOIS.

AREA

4.397 AC

(more or less)

RESIDENTIAL PROPERTY

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 41 IN CYPRESS GROVE, BEING A SUBDIVISION OF PART OF SAID EAST HALF ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2007, AS DOCUMENT 6117957, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 19, 2007, AS DOCUMENT 6139886; THENCE SOUTH 52°47'56" EAST 129.51 FEET ALONG THE NORTHEAST LINE OF SAID LOT 41; THENCE SOUTH 9°41'35" EAST 9.57 FEET ALONG THE EAST LINE OF SAID LOT 41; THENCE EASTERLY, ALONG A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 135.00 FEET AND A 176.95 FOOT CHORD BEARING SOUTH 39°35'13" EAST, AN ARC DISTANCE OF 192.97 FEET TO A POINT ON THE NORTH LINE OF LOT 42 IN SAID CYPRESS GROVE; THENCE SOUTH 72°12'15" EAST, ALONG SAID NORTH LINE, 29.31 FEET; THENCE NORTH 89°43'05" EAST 72.28 FEET; THENCE SOUTH 0°16'55" EAST 175.95 FEET TO THE NORTH LINE OF LOT 45 IN SAID CYPRESS GROVE; THENCE SOUTH 82°14'45" EAST, ALONG SAID NORTH LINE, 36.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 45; THENCE NORTH 87°28'07" EAST 59.35 FEET TO THE NORTHWEST CORNER OF LOT 46 IN SAID CYPRESS GROVE; THENCE SOUTH 89°47'46" EAST 85.00 FEET, ALONG THE NORTH LINE OF SAID LOT 46, TO THE NORTHWEST CORNER OF LOT 47 IN SAID CYPRESS GROVE; THENCE SOUTH 88°06'05" EAST 107.09 FEET, ALONG THE NORTH LINE OF SAID LOT 47, TO THE WEST LINE OF CATALPA DRIVE; THENCE NORTH 89°01'53" EAST, ALONG A RADIAL LINE, 75.00 FEET TO A LINE THAT IS 15.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF CATALPA DRIVE; THENCE SOUTHEASTERLY, ALONG SAID PARALLEL LINE, BEING A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 225.00 FEET AND A 314.93 FOOT CHORD BEARING SOUTH 45°22'56" EAST, AN ARC DISTANCE OF 348.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°47'46" EAST, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF CATALPA DRIVE, 222.02 FEET TO THE WEST LINE OF PROVIDENCE DRIVE; THENCE SOUTH 0°15'16" EAST, ALONG SAID WEST LINE, 137.44 FEET; THENCE SOUTH 4°30'45" WEST, ALONG THE EAST LINE OF OUTLOT A IN SAID CYPRESS GROVE, 136.96 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A; THENCE NORTH 89°48'37" WEST, ALONG THE SOUTH LINE OF SAID OUTLOT A, 285.05 FEET; THENCE NORTH 80°43'28" WEST, ALONG SAID SOUTH LINE, 166.25 FEET; THENCE NORTH 89°48'37" WEST, ALONG SAID SOUTH LINE, 511.21 FEET; THENCE NORTH 0°16'55" WEST 650.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 63.00 FEET AND A 89.10 FOOT CHORD BEARING NORTH 45°16'55" WEST, AN ARC DISTANCE OF 98.96 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°43'05" WEST 207.00 FEET TO THE WEST LINE OF AFORESAID OUTLOT A; THENCE NORTH 0°16'55" WEST, ALONG SAID WEST LINE, 167.22 FEET; THENCE NORTH 89°43'05" EAST, PERPENDICULAR TO SAID WEST LINE, 117.44 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, ILLINOIS.

AREA

10.320 AC

(more or less)

EXHIBIT "B"

**SUBSTANTIAL CONFORMITY CERTIFICATION
&
FINDINGS OF FACT**



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

**HAWTHORN TRAILS PHASE 3 SUBDIVISION – PLANNED UNIT DEVELOPMENT
PLAN AND PLAT & OTHER RELATED PLANS – SUBSTANTIAL CONFORMITY
CERTIFICATION**

**Public Meeting Date:
November 9, 2016**

The Planning, Building and Zoning Commission of the Village of Hawthorn Woods conducted Public Hearings regarding the preliminary development plans and plat for the Hawthorn Trails South/Phase 3 Subdivision on or about May 10, 2016, during which said matter was continued to a subsequent Public Hearing and duly considered on May 24, 2016, all as required by the statutes of the State of Illinois and the ordinances of the Village.

On June 20, 2016, the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, approved the preliminary development plans and plat for the Hawthorn Trails South/Phase 3 Subdivision, as codified in Ordinance Number 1676-16.

On November 9, 2016, the Planning, Building and Zoning Commission of the Village of Hawthorn Woods conducted a Public Meeting regarding the final development plans for the Hawthorn Trails South/Phase 3 Subdivision and found the Final PUD Plan and Plat and other related final plans in substantial conformity with the preliminary development plans and plat, subject to the following conditions:

1. Special Use Permit for a Planned Unit Development recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Final Plats of Vacation and Abrogation by the Village Board.
 - C. Approval of the final engineering plans by the Village Engineer.
 - D. Approval of the final landscape plans by the Village Board.

2. Special Use Permit for display homes recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Final Plats of Vacation and Abrogation by the Village Board.
 - C. Approval of the final engineering plans by the Village Engineer.
 - D. Approval of the final landscape plans by the Village Board.

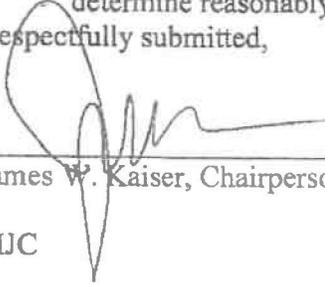
3. Final Plat of Subdivision recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Plat of Vacation by the Village Board as part of the Final Plat of Subdivision approval.

- C. Approval of the Plat of Abrogation by the Village Board as part of the Final Plat of Subdivision approval.
 - D. Approval of the final engineering plans by the Village Engineer.
 - E. Approval of any off-site roadway improvement plans and access permits by the Lake County Division of Transportation and plan review comments provided by Betsy Duckert of the Lake County Division of Transportation, dated September 20, 2016.
 - F. Approval of any off-site roadway improvement plans and access permits by the Illinois Department of Transportation and plan review comments provided by John Fortmann of IDOT, dated September 6, 2016.
 - G. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated November 1, 2016, and as subsequently revised.
 - H. Plan review comments provided by Erika Frable, PE, Village Engineer, dated November 1, 2016, and as subsequently revised.
 - I. Plan review comments provided by Rolf C. Campbell & Associates, dated November 1, 2016, and as subsequently revised.
 - J. Plan review comments provided by Lake Zurich Fire and Rescue Department, dated October 12, 2016, and as subsequently revised.
 - K. Plan review comments provided by Charles DeGrave of the Lake County Department of Public Works, dated August 29, 2016, and as subsequently revised.
 - L. Plan review comments provided by Aqua Illinois, dated October 17, 2016, and as subsequently revised.
 - M. Review and approval of response-to-comments provided by the Applicant, copies of which are in the final plan submittal booklet.
 - N. Approval of the departures as depicted in the final plan submittal booklet, dated November 9, 2016.
4. Final engineering plans recommended for approval subject to:
- A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated November 1, 2016, and as subsequently revised.
 - C. Plan review comments provided by Erika Frable, PE, Village Engineer, dated November 1, 2016, and as subsequently revised.
 - D. Plan review comments provided by Lake Zurich Fire and Rescue Department, dated October 12, 2016, and as subsequently revised.
 - E. Plan review comments provided by Charles DeGrave of the Lake County Department of Public Works, dated August 29, 2016, and as subsequently revised.
 - F. Plan review comments provided by Aqua Illinois, dated October 17, 2016, and as subsequently revised.
 - G. Approval of the final engineering plans by the Village Engineer.
 - H. Approval of the Public Service Uses by all federal, state, and local regulatory agencies.
 - I. Approval of public water from Aqua Illinois.
 - J. Approval of public sewer from Lake County.
5. Final landscape plans, including the Open Space Landscape Exhibit, recommended for approval subject to:
- A. Approval of the final engineering plans by the Village Engineer.
 - B. Approval of the final landscape plans by the Village Board.
 - C. Plan review comments provided by Michael Cassata, AICP, Community Development Director, dated November 2, 2016, and as subsequently revised.

D. Plan review comments provided by Rolf C. Campbell & Associates, dated November 1, 2016, and as subsequently revised.

6. Site Plan recommended for approval.
7. Key Lot Exhibit recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
8. Signage plan recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
9. Lighting plan recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
10. Temporary Sign Exhibit (marketing) recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
11. Building elevations for Lots 1- 39 recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
12. Address and Mailbox Exhibit recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016, and as subsequently revised.
13. Auto Turn and Photometric Plans recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
14. Construction Exhibit recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
15. Sales Trailer Exhibit recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
16. Traffic Impact Study recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
17. Departures from the Village Code recommended for approval as identified in the final plan submittal booklet, dated November 9, 2016, being in substantial conformity with the departures approved by the Village Board and incorporated into Ordinance No. 1676-16.
18. Certification that the final PUD plan and plat of subdivision are in substantial conformity with the previously approved preliminary PUD plan and plat.
19. Such other relief or approvals as the Village Attorney and/or the Village Board may determine reasonably necessary.

Respectfully submitted,


James W. Kaiser, Chairperson

MJC



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

FINDINGS OF FACT

**Public Meeting Date:
November 9, 2016**

**Foxford Communities – Hawthorn Trails South/Phase 3
Request for a Planned Unit Development Subdivision
Final Development Plans**

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

10-5-2.A Hardships:

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

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

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

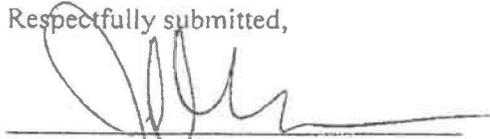
Finding: The PB&Z Commission finds that the conditions of the proposed subdivision are unique in that the subdivision is comprised of higher density single-family lots adjacent to a commercial area within the same subdivision, which is reflected in the design of the subdivision and respective variation requests.

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

Finding: The PB&Z Commission finds that due to the specific conditions of the proposed subdivision, a particular hardship would result if the strict letter of the regulations were carried out. These conditions include wetlands and sensitive areas located on the subject property, as well as grade changes between the commercial and residential area, which is reflected in the design of the subdivision and respective variation requests.

All of the above Findings of Fact are subject to the recommendation made by the PB&Z Commission on November 9, 2016 to provide sprinklers in all subdivision homes.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James W. Kaiser', written over a horizontal line.

James W. Kaiser, Chairperson

MJC



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

FINDINGS OF FACT

Public Meeting Date:
November 9, 2016

**Foxford Communities – Hawthorn Trails South/Phase 3
Request for a Planned Unit Development
Final Development Plans**

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

9-15-7.A. General:

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

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

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

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

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

Finding: N/A

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

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

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

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

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

9-15-7.B. Residential:

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

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

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

Finding: The PB&Z Commission finds that the planned unit development provides for a commercial component that is greater than ten percent (10%) of the planned unit development. However, the PB&Z Commission finds acceptable a departure to the minimum requirement for business area percentage of the total planned unit development as identified in Standard 9-15-7.A.4 and 9-15-7.D.1 of these Findings of Fact and in the planned unit development ordinance for this planned unit development.

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

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

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

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

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

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

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

c. The yards for principal buildings along the periphery of the development shall be not less in width or depth than required for permitted uses in the district regulations

applicable to the districts in which the planned development is located; and the plan is developed to afford adequate protection to neighboring properties as recommended by the Village Board of Trustees.

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

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

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

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

(2) A reduction of the lot width to:

**100 feet in the R-1 District
90 feet in the R-2 District**

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

(3) Lot Area:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Finding: The PB&Z Commission finds that the planned unit development meets the requirement that all commercial buildings be set back not less than thirty feet (30') from all streets bounding the site.

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

Finding: The PB&Z Commission finds that even though a specific parking plan is not part of the business portion of the planned unit development at this time, future development on the four commercial lots will likely not meet the standard of not less than ten (10) parking spaces per one thousand (1,000) square feet of gross floor area, which exceeds the parking schedule requirements of Section 9-11-5. Therefore, the PB&Z Commission finds acceptable a departure to the minimum requirement for off-street parking spaces as identified in Standards 9-15-7.A.4 and 9-15-7.D.1 of these Findings of Fact and in the planned unit development ordinance for this planned unit development.

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

Finding: The PB&Z Commission finds that the planned unit development meets the requirement that all walks be paved with a hard surfaced material meeting the specifications of the Village Engineer.

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

Finding: The PB&Z Commission finds that the planned unit development is in accordance with a landscape plan and meets all landscaping requirements.

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

Finding: The PB&Z Commission finds that the planned unit development is inconsistent with the standard of planning and designing all buildings as a unified and single project. However, even though all individual business lots are platted, the PB&Z Commission finds acceptable a departure to the minimum requirement for planning and designing all buildings as a unified and single project as identified in Standards 9-15-7.A.4 and 9-15-7.D.1 of these Findings of Fact and in the planned unit development ordinance for this planned unit development.

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

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

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

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

2. Business:

- a. Business uses shall be as prescribed by the PB&Z Commission.
- b. All business and storage of materials shall be conducted or stored within a completely enclosed building.

- c. Not more than thirty percent (30%) of the lot area shall be covered by buildings or structures.
- d. At least ten percent (10%) of the lot shall be provided for landscape and open space purposes.
- e. No building shall be more than thirty five feet (35') in height.
- f. No dwelling shall be permitted in a planned business development.
- g. Off street parking shall be provided and maintained on the same lot based upon three (3) square feet of parking space for each square foot of gross floor area unless the PB&Z recommends and the village board requires additional off street parking space.
- h. Service and loading and unloading facilities shall be provided as recommended and approved by the PB&Z.
- i. No building shall be located nearer than fifty feet (50') to any street line.
- j. Business developments shall be adequately screened by fencing or landscaping or both along the boundaries of adjacent residential, public open space, schools, churches or other similar uses. The screen planting shall be prepared by a landscape architect and shall meet the approval of the PB&Z.
- k. Outside lighting shall be so designed and placed so as to not be disturbing to adjacent residential areas. (Ord. 381-87, 6-9-1987)
- l. Signs shall comply with the regulation of the B retail business/commercial uses permitted in this title. (Ord. 381-87, 6-9-1987; amd. Ord. 1314-10, 1-19-2010)

Finding: The PB&Z Commission finds that even though a specific site development plan is not part of the business portion of the planned unit development at this time, future development on the four commercial lots will likely be inconsistent with certain business standards identified in Standards 9-15-7.D.2. Therefore, the PB&Z Commission finds acceptable a departure to the minimum requirements of Standards 9-15-7.D.2 as identified in Standards 9-15-7.A.4 and 9-15-7.D.1 of these Findings of Fact and in the planned unit development ordinance for this planned unit development.

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

Finding:

1. Special Use Permit for a Planned Unit Development recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Final Plats of Vacation and Abrogation by the Village Board.
 - C. Approval of the final engineering plans by the Village Engineer.
 - D. Approval of the final landscape plans by the Village Board.

2. Special Use Permit for display homes recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Final Plats of Vacation and Abrogation by the Village Board.
 - C. Approval of the final engineering plans by the Village Engineer.
 - D. Approval of the final landscape plans by the Village Board.

3. Final Plat of Subdivision recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Approval of the Plat of Vacation by the Village Board as part of the Final Plat of Subdivision approval.
 - C. Approval of the Plat of Abrogation by the Village Board as part of the Final Plat of Subdivision approval.
 - D. Approval of the final engineering plans by the Village Engineer.
 - E. Approval of any off-site roadway improvement plans and access permits by the Lake County Division of Transportation and plan review comments provided by Betsy Duckert of the Lake County Division of Transportation, dated September 20, 2016.
 - F. Approval of any off-site roadway improvement plans and access permits by the Illinois Department of Transportation and plan review comments provided by John Fortmann of IDOT, dated September 6, 2016.
 - G. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated November 1, 2016, and as subsequently revised.
 - H. Plan review comments provided by Erika Frable, PE, Village Engineer, dated November 1, 2016, and as subsequently revised.
 - I. Plan review comments provided by Rolf C. Campbell & Associates, dated November 1, 2016, and as subsequently revised.
 - J. Plan review comments provided by Lake Zurich Fire and Rescue Department, dated October 12, 2016, and as subsequently revised.
 - K. Plan review comments provided by Charles DeGrave of the Lake County Department of Public Works, dated August 29, 2016, and as subsequently revised.
 - L. Plan review comments provided by Aqua Illinois, dated October 17, 2016, and as subsequently revised.
 - M. Review and approval of response-to-comments provided by the Applicant, copies of which are in the final plan submittal booklet.
 - N. Approval of the departures as depicted in the final plan submittal booklet, dated November 9, 2016.

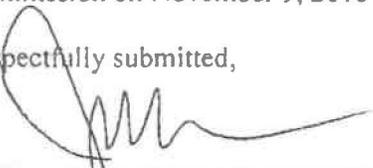
4. Final engineering plans recommended for approval subject to:
 - A. Approval of the Final Plat of Subdivision by the Village Board.
 - B. Plan review comments provided by Christopher B. Burke Engineering, Ltd. dated November 1, 2016, and as subsequently revised.

- C. Plan review comments provided by Erika Frable, PE, Village Engineer, dated November 1, 2016, and as subsequently revised.
 - D. Plan review comments provided by Lake Zurich Fire and Rescue Department, dated October 12, 2016, and as subsequently revised.
 - E. Plan review comments provided by Charles DeGrave of the Lake County Department of Public Works, dated August 29, 2016, and as subsequently revised.
 - F. Plan review comments provided by Aqua Illinois, dated October 17, 2016, and as subsequently revised.
 - G. Approval of the final engineering plans by the Village Engineer.
 - H. Approval of the Public Service Uses by all federal, state, and local regulatory agencies.
 - I. Approval of public water from Aqua Illinois.
 - J. Approval of public sewer from Lake County.
5. Final landscape plans, including the Open Space Landscape Exhibit, recommended for approval subject to:
 - A. Approval of the final engineering plans by the Village Engineer.
 - B. Approval of the final landscape plans by the Village Board.
 - C. Plan review comments provided by Michael Cassata, AICP, Community Development Director, dated November 2, 2016, and as subsequently revised.
 - D. Plan review comments provided by Rolf C. Campbell & Associates, dated November 1, 2016, and as subsequently revised.
 6. Site Plan recommended for approval.
 7. Key Lot Exhibit recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
 8. Signage plan recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
 9. Lighting plan recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
 10. Temporary Sign Exhibit (marketing) recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
 11. Building elevations for Lots 1- 39 recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
 12. Address and Mailbox Exhibit recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016, and as subsequently revised.
 13. Auto Turn and Photometric Plans recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
 14. Construction Exhibit recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.

15. Sales Trailer Exhibit recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
16. Traffic Impact Study recommended for approval as depicted in the final plan submittal booklet, dated November 9, 2016.
17. Departures from the Village Code recommended for approval as identified in the final plan submittal booklet, dated November 9, 2016, being in substantial conformity with the departures approved by the Village Board and incorporated into Ordinance No. 1676-16.
18. Certification that the final PUD plan and plat of subdivision are in substantial conformity with the previously approved preliminary PUD plan and plat.
19. Such other relief or approvals as the Village Attorney and/or the Village Board may determine reasonably necessary.
20. Execution of a Subdivision Improvement Agreement for on-site and off-site improvements prior to Final Plat of Subdivision approval.
21. Agree to approval of back-up SSA for homeowner's association obligations.

All of the above Findings of Fact are subject to the recommendation made by the PB&Z Commission on November 9, 2016 to provide sprinklers in all subdivision homes.

Respectfully submitted,



James W. Kaiser, Chairperson

MJC



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

FINDINGS OF FACT

**Public Meeting Date:
November 9, 2016**

**Foxford Communities – Hawthorn Trails South/Phase 3
Request for Special Use Permit for Proposed Planned Unit Development
Final Development Plans**

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

9-14-4.B:

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

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

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

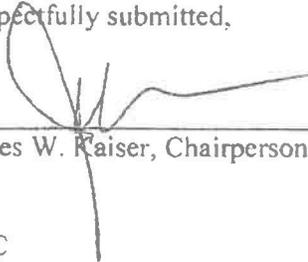
Finding: The PB&Z Commission finds that the special use and uses permitted in the development will not cause an undue detrimental influence or effect upon the surrounding neighborhood, be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted,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

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

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

All of the above Findings of Fact are subject to the recommendation made by the PB&Z Commission on November 9, 2016 to provide sprinklers in all subdivision homes.

Respectfully submitted,



James W. Kaiser, Chairperson

MJC

EXHIBIT "C"

SUBDIVISION IMPROVEMENT AGREEMENT

IMPROVEMENT AGREEMENT

THIS AGREEMENT made and entered into this 25th day of May, 2017, by and between the VILLAGE OF HAWTHORN WOODS, a municipal corporation of the State of Illinois, having its principal offices at 2 Lagoon Drive, Hawthorn Woods, Illinois 60047 (hereinafter called "VILLAGE") and HAWTHORN 45 LLC, doing business as FOXFORD COMMUNITIES (hereinafter called "DEVELOPER").

WITNESSETH:

WHEREAS, on or about February 19, 2016, DEVELOPER, as applicant, filed an application for Final Plat of Subdivision approval with respect to the property legally described on **Exhibit "A"**, attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY") so as to permit the construction of its HAWTHORN TRAILS PHASE 3 development, a mixed-use subdivision consisting of thirty-nine (39) single-family residential lots, five (5) Outlots, (Outlots C - G) and four (4) business/commercial lots (Lots 40 - 43) ("DEVELOPMENT"); and

WHEREAS, the DEVELOPER desires to construct the DEVELOPMENT on the SUBJECT REALTY and has submitted to the VILLAGE a Final Plat of Subdivision, a copy of which is attached hereto as **Exhibit "B"** which is, by this reference, incorporated herein, and which Final Plat has been recommended for approval to the Village Board by the Planning, Building and Zoning Commission of the VILLAGE; and

WHEREAS, the VILLAGE and Developer have entered into a certain First Amendment to Annexation Agreement ("Amendment") dated on the same date as this Subdivision Improvement Agreement ("Agreement") to which this Agreement is attached as Exhibit G; and

WHEREAS, the VILLAGE is willing to approve the DEVELOPMENT provided that this Agreement is executed to insure the completion of certain improvements in accordance with applicable VILLAGE ordinances and/or agreements between the VILLAGE and DEVELOPER. The DEVELOPMENT shall not be approved until this Agreement is executed.

NOW, THEREFORE, it is mutually agreed as follows:

1. DEVELOPER shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the following improvements on the SUBJECT REALTY (the "IMPROVEMENTS" or individually, the "IMPROVEMENT") and off-site, as defined below:

- A. Street Paving (including curb gutter and sidewalk and all finished grading and restoration within the VILLAGE'S right-of-way).
- B. Storm Sewer Facilities (including any detention/retention facilities, wetlands improvements and related structures).
- C. Water Distribution, including off-site IMPROVEMENTS (and all appurtenances thereto). DEVELOPER's agreement with Aqua Illinois, Inc. ("AQUA") is attached hereto as **Exhibit "C-1"**.
- D. Sanitary Sewer Facilities, including off-site IMPROVEMENTS (and all appurtenances thereto). VILLAGE'S Second Amendment to Agreement for Sewer Service between the VILLAGE and Lake County ("Sewer Agreement") is attached hereto as **Exhibit "C-2"**.
- E. Parkway Landscaping and Parkway Trees, including landscaping between commercial Outlots and residential lots and between Roman Lane and IL Route 22 in Outlot E.
- F. Landscaped areas in Outlots or within easements for detention basins and wetlands.
- G. Bike paths on Outlots.
- H. A ten-foot wide bike path connection from the existing Bituminous Path at the south end termination point on Quentin Road to the future IL Route 22 bike path. DEVELOPER shall escrow the cost of this improvement in an amount as identified in the engineer's estimate of probable costs. This connection shall be installed at the time the Quentin Road Bituminous Path is reconstructed by the same party reconstructing the HMA path.
- I. A five-foot wide sidewalk connection from the sidewalk north of Outlot E running south and connecting to the future IL Route 22 bike path and a ten-foot asphalt path running from the southeast corner of Outlot D to the future IL Route 22 bike path. DEVELOPER shall escrow the cost of these improvements as

identified in the engineer's estimate of probable costs, attached as **Exhibit "D"**.

- J. A sidewalk (between 5-feet and 7.5-feet wide) running east-west at the Lot 41 and Lot 42 property line to be completed by Commercial Developer. Sidewalk to connect with the crosswalk/sidewalk to the east and the existing Bituminous Path in the right-of-way to the west in the Quentin Road right-of-way.
- K. Ramp running east-west at the southern edge of Lot 41 connecting the crosswalk on Roman Lane to the future sidewalk running west of the ramp. Hawthorn 45 shall install the crosswalk terminating at the west side of Roman Lane. The Commercial Developer shall install the entire ramp connecting the commercial property and the crosswalk on Roman Lane.
- L. Street Signs, Street Lights and residential neighborhood ID sign.
- M. Erosion Control.
- N. Site Grading and Earthwork.
- O. Approved mailboxes and posts, attached as **Exhibit "E"**.
- P. Additional landscaping, attached hereto as **Exhibit "F"**, on Lots 25, 27, and adjacent to Lots 48 and 49, as identified on the Final Plat of Subdivision of Cypress Grove, recorded with the Lake County Recorder's Office as document number 6117957, unless a waiver is signed by individual lot owner and provided to the VILLAGE.
- Q. Hammerhead at the end of Catalpa Drive.
- R. Extension of bike path/sidewalk to hammerhead at Catalpa Drive.
- S. Any and all restoration work attendant to any of the above.
- T. All other Public Improvements as set forth on the PLANS (as defined below).

DEVELOPER shall complete all IMPROVEMENTS (except Section 1(J) which is the responsibility of the developer of the Commercial Development) in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the VILLAGE and/or other agreements between the VILLAGE and DEVELOPER, and the Final Engineering Plans and Specifications for such IMPROVEMENTS shown on **Exhibit "G"** attached hereto, which Final Engineering Plans and Specifications have been prepared by Pearson, Brown & Associates, Inc., dated August 11, 2016, with a most recent revision date of October 19, 2016, known as Job

Number 1661, consisting of twenty-three (23) sheets, and identified as Proposed Improvements for HAWTHORN TRAILS PHASE 3, which Plans and Specifications have heretofore been approved by the VILLAGE, together with any amendments thereto approved by the VILLAGE (collectively, the "PLANS"). Any utilities and services to be installed in or under the streets shall be installed prior to surface course being installed; however, if not, water and sanitary sewer service lines that serve a lot located across the street from the water or sanitary sewer main to which such service line is connected shall be installed via directional boring, after the street has been paved.

2. Attached hereto as **Exhibit "D"** is a complete cost estimate (engineer's estimate of probable costs) for the construction of the IMPROVEMENTS. The Village Code and/or any applicable ordinance or agreement provides that the DEVELOPER shall collateralize its obligation to construct all IMPROVEMENTS. The DEVELOPER shall submit a Guarantee Security, in accordance with Section 10-2-6 of the Village Code, issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois. Such Guarantee Security shall contain such terms and provisions as may be acceptable to the Village Attorney of the VILLAGE and shall be deposited with the VILLAGE prior to the commencement of any construction activity on the SUBJECT REALTY.

Said Guarantee Security shall be in a principal amount of not less than one hundred and ten percent (110%) of the DEVELOPER'S engineer's estimate. **Exhibit "D"** represents the costs of all IMPROVEMENTS to be constructed upon the SUBJECT REALTY and has been approved by the Village Engineer.

The Guarantee Security may provide for its reduction from time to time, based upon the Village Engineer's recommendation to the Chief Operating Officer of the value of any of the IMPROVEMENTS installed.

In no event shall the Guarantee Security be reduced to an amount less than one hundred and ten percent (110%) of the Village Engineer's estimate of the cost of completion of all

remaining IMPROVEMENTS; provided, however, that the engineer engaged by Aqua Illinois, Inc. ("AQUA") for Water Distribution IMPROVEMENTS shall approve the estimate of the cost to complete the water facilities. So long as any portion of the IMPROVEMENTS remain uncompleted or unaccepted, the DEVELOPER shall not permit the Guarantee Security to expire, but shall, at least forty-five (45) days prior to its expiration date, cause said Guarantee Security to be renewed. Failure of the DEVELOPER to renew said Guarantee Security shall be a breach of this Agreement. Any language in the Guarantee Security with respect to its reduction shall be subject to the approval of the Village Attorney. In no event shall the Village Engineer's recommendation for a reduction to the Guarantee Security or the VILLAGE'S authorization for such reduction constitute FINAL ACCEPTANCE pursuant to Title 10 Section 10-3-14 of the Village Code of Ordinances ("FINAL ACCEPTANCE") of any of the IMPROVEMENTS.

3. All work related to the IMPROVEMENTS, except water and sanitary sewer facilities, shall be subject to inspection by the Village Engineer, prior to FINAL ACCEPTANCE by the VILLAGE, and his or her approval thereof shall be a condition precedent to the payout of funds to contractors or subcontractors. The approval provided for in this paragraph shall not constitute FINAL ACCEPTANCE of any or all of the IMPROVEMENTS. Water facility IMPROVEMENTS and Sanitary Sewer Improvements shall not be subject to inspection by the Village Engineer, but shall be inspected by an engineer engaged by AQUA for water, in accordance with AQUA's standard procedures; and Lake County Public Works for sanitary sewer, in accordance with LCPW's standard procedure, provided, however, the backfill used within the road rights-of-way shall, also, be subject to inspection and approval by the Village Engineer. All payments related to the IMPROVEMENTS shall be paid prior to FINAL ACCEPTANCE by the VILLAGE.

4. DEVELOPER will pay to the VILLAGE all plan review, inspection and other fees as required by the VILLAGE'S form of Draw Down Deposit Agreement, dated February 11, 2016, and executed by the DEVELOPER on February 11, 2016 and executed by the VILLAGE on February 16, 2016, unless otherwise agreed by the VILLAGE, in a written agreement entered thereunder. In connection with an application for development activities for which

reimbursement is required under the Village Code with respect to the Residential Development on the SUBJECT REALTY, DEVELOPER or its successor residential developer shall execute the VILLAGE'S form of Draw Down Deposit Agreement. The payment of all fees due under this Article shall constitute a precondition to the approval by the VILLAGE of any such development activity or the issuance of any building permits.

Subdivision site improvements inspection schedule shall consist of, but not limited to, the following with a minimum 48-hour notice:

TYPE OF INSPECTION	FREQUENCY
Pre-construction meeting with DEVELOPER, engineer, VILLAGE, Aqua and contractors	One time.
Soil Erosion, Sediment Control and Tree Removal	Prior to start of earthwork activities, once per month or as required by the Watershed Development Ordinance (WDO) as the Enforcement Officer, and one last time prior to final sign-off.
Construction Fence	Prior to start of earthwork activities, one time, repeated as needed.
Storm sewer installation	Daily.
Water main	Aqua Illinois is responsible for construction observation of the water facilities. The VILLAGE will make daily checks of backfill operations where main lines or services cross a street.
Sanitary Sewer	LCPW is responsible for construction observation of the sanitary sewer facilities. The VILLAGE will make daily checks of backfill operations where main lines or services cross a street.
Subgrade proof roll	One time, repeated as needed.
Stone base proof roll	One time, repeated as needed.
Curb and gutter	Pre-pour to check stone base (may be included in street base proof roll), Part-time observation of curb installation.
Hot mix asphalt pavement	Full time observation of all pavement placements.
Public sidewalk	Walk is installed as each home is built, inspection by VILLAGE of base and alignment before pour.
Landscaping	One time and subsequent checks as needed.

Final inspection	One time and subsequent checks of repaired items.
Record drawings review	One time for each submittal of as-built drawings.
Other concrete work	One time, repeated as needed.

5. Pursuant to Section 4-5-3 of the Village Code, DEVELOPER shall not be subject to any street opening fee until roads are accepted by the VILLAGE.

6. No work of any kind shall commence on the SUBJECT REALTY by the DEVELOPER until the Second Amendment to Agreement for Sewer Service between the VILLAGE and Lake County is executed and recorded.

7. Intentionally Omitted

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

9. DEVELOPER shall install lighting fixtures on all homes that are in compliance with the International Dark-Sky Association standards.

10. DEVELOPER shall not install obstructions or obstacles in the right-of-way, including the parkway, other than those permitted in either the Amendment, this Agreement or the Village Code. All mailboxes and appurtenances shall comply with the Village Code, Village guidelines, and Federal postal regulations. DEVELOPER shall install mailboxes in accordance with the Mailbox Exhibit attached hereto as **Exhibit "E"** that depicts the type and size of mailbox, as well as a site plan that identifies lot addressing.

11. Intentionally Omitted

12. DEVELOPER shall furnish the VILLAGE with evidence of liability insurance in the amount of at least \$1,000,000/\$5,000,000 covering the construction activities of the

DEVELOPER contemplated by this Agreement. Such insurance shall be written by a company rated by Best Reporting Service AVI or better. Such certificate of insurance shall be deposited before the commencement of any work by the DEVELOPER. The policy shall provide a thirty (30) day "prior notice of termination" provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the end of the one-year maintenance period, the VILLAGE may have recourse against the Guarantee Security for funds sufficient to cause the liability insurance to remain in effect until the completion of the one-year maintenance period.

13. DEVELOPER, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the VILLAGE, or its agents, servants, elected officials and employees, arising out of any of the DEVELOPER'S agents or contractors construction activities contemplated by this Agreement.

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

- A. No work on the IMPROVEMENTS shall commence until the Final Plat of Subdivision for the entire SUBJECT REALTY has been approved and recorded.
- B. No work on the IMPROVEMENTS, including removal of trees on the SUBJECT REALTY, shall commence until all trees have been appropriately tagged and confirmed by the VILLAGE, in accordance with the approved Tree Preservation Plan, attached hereto as **Exhibit "I"**.
- C. Construction fences and silt fences shall be installed only after the VILLAGE inspects the tagged trees. After the construction fences and silt fences are installed, the VILLAGE shall inspect such fences prior to any construction activity, including tree removal, on the SUBJECT REALTY. Tree removal prior to installation of construction fence and silt fence will be allowed in areas where it is required in order to be able to physically install fencing, provided however, that the DEVELOPER meet with representatives of the VILLAGE on the SUBJECT

REALTY prior to the removal of any trees so as to identify such trees.

- D. No building permits shall be issued until the Final Plat of Subdivision has been approved and recorded.

- E. DEVELOPER shall be issued building permits to construct model homes on the SUBJECT REALTY prior to completion of roads and utilities provided:
 - i. Such construction is undertaken at DEVELOPER'S risk;
 - ii. DEVELOPER has constructed a twelve-foot (12') wide, six-inch (6") thick gravel road, constructed of compacted aggregate base course, to that portion(s) of the SUBJECT REALTY that is under development, which road shall be subject to final inspection and approval by the Village Engineer and fire district;
 - iii. DEVELOPER has constructed a water main that is operational for firefighting purposes to that portion(s) of the SUBJECT REALTY that is under development;
 - iv. DEVELOPER shall not undertake any such construction activities until the Village Engineer has inspected the placement of the soil erosion and sediment control plan and construction fence as per the final engineering plans; and
 - v. DEVELOPER shall indemnify the VILLAGE against, and hold the VILLAGE harmless from any claims, actions or losses the VILLAGE may suffer, sustain or incur because another governmental agency, private party or other municipality takes action against the VILLAGE after DEVELOPER undertakes development activities pursuant to the provisions of this sub-paragraph.

- F. DEVELOPER shall be issued a certificate of occupancy for the homes designated as model homes for sales purposes only and not for residential occupancy provided the construction is consistent with the construction plans and permits.

- G. Except as identified above, no certificates of occupancy pursuant to Section 22 below shall be issued for other than model homes within the DEVELOPMENT until the following IMPROVEMENTS have been installed, inspected and approved by the VILLAGE:
 - i. Street Paving (including curb gutter and sidewalk and all finished grading and restoration within the right-of-way) for the subject lot that the home or commercial building/structure is located on;
 - ii. Storm Sewer Facilities (including any detention/retention facilities,

- wetland improvements and related structures) for the subject lot that the home or commercial building/structure is located on;
- iii. Water Distribution and Sanitary Sewer Facilities, including off-site IMPROVEMENTS (and all appurtenances thereto) for the phase of the development that the home or commercial building/structure is located on. Installation of dual water meters, one for potable water and one for irrigation/outside water use (non-domestic), shall offered to home buyers as an option;
 - iv. Parkway Landscaping, Parkway Trees and Outlot Landscaping or sufficient security posted to guarantee the installation of the same (which may be a part of the security posted for the IMPROVEMENTS to be completed under Section 1 hereof);
 - v. Street Signs and Street Lights for the phase of the development that the home or commercial building/structure is located on; and
 - vi. Any and all restoration work attendant to any of the above or sufficient security posted to guarantee the completion of the same (which may be a part of the security posted for the IMPROVEMENTS to be completed under Section 1 hereof).
- H The final lift of hot mix asphalt surface course for the residential portion of the subdivision (Lots 1 – 39) shall be installed no earlier than the completion of seventy percent (70%) or twenty-eight (28) residential lots of the subdivision, but no later than four (4) years from the date of this Agreement.
- I The public sidewalk in the right-of-way stretching from Quentin Road to Lot 1 shall be installed no later than the issuance of the first residential certificate of occupancy or a mutually agreed upon date due to site or weather conditions.
- J The emergency access shall be installed no later than the issuance of the first certificate of occupancy for the model home.
- K The hammerhead on Catalpa Drive shall be installed when the binder is placed on Roman Lane.

Notwithstanding any provision contained herein to the contrary, all IMPROVEMENTS shall be completed no later than four (4) years from and after the date of this Agreement, and as-built drawings tendered to the Village Engineer. DEVELOPER shall provide as-built drawings of the storm sewer IMPROVEMENTS in Micro Station or AutoCAD files, Portable Document Format (PDF), and one hard-copy set (paper) to the Village Engineer. The VILLAGE'S Chief Operating Officer may grant a one-year extension; however, any extension beyond one year must

be approved by the Village Board.

If work relating to the IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to require completion by drawing on the Guarantee Security in addition to any other available remedies.

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

- A. Upon completion of any IMPROVEMENT and, further, upon the submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that the said IMPROVEMENT(S) have been completed in conformance with this Agreement, the Village Code, the final engineering plans and specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the Village Engineer shall, within forty-five (45) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) recommend to the VILLAGE'S corporate authorities FINAL ACCEPTANCE of said IMPROVEMENT(S), or (ii) designate in writing to DEVELOPER all corrections or alterations which shall be required to obtain a recommendation of FINAL ACCEPTANCE of said IMPROVEMENT(S), specifically citing sections of the final engineering Plans and Specifications, the Village Code or this Agreement, any applicable agreement or State or Federal law or standard, relied upon by said Village Engineer. Should the Village Engineer reject any IMPROVEMENT(S), or any portion or segment thereof, for a recommendation of FINAL ACCEPTANCE, the DEVELOPER shall make such corrections or modifications to such IMPROVEMENT(S) as may be required by the Village Engineer. The DEVELOPER shall cause the IMPROVEMENT(S) to be submitted and resubmitted as herein provided until the Village Engineer shall recommend FINAL ACCEPTANCE of same to the corporate authorities of the VILLAGE and the corporate authorities shall finally accept same. FINAL ACCEPTANCE of IMPROVEMENT(S) shall be subject to the requirements of Section 10-3-14 of the Village Code entitled "ACCEPTANCE OF REQUIRED LAND IMPROVEMENTS" shall occur upon the corporate authority's adoption of an appropriate resolution of FINAL ACCEPTANCE.

Upon completion and as a condition of FINAL ACCEPTANCE by the VILLAGE, DEVELOPER agrees to convey and transfer such

IMPROVEMENT(S) to the VILLAGE by appropriate Bill(s) of Sale.

- B. AQUA shall determine when the water facilities are complete; and AQUA's acceptance of same shall be deemed completion of such facilities, for purposes of this Agreement in combination with the IEPA Operating Permit. Within thirty (30) days of acceptance of the water improvements by AQUA the DEVELOPER shall provide a letter or other evidence satisfactory to the VILLAGE confirming said acceptance by AQUA.
- C. LCPW shall determine when the sanitary sewer facilities are complete and LCPW's acceptance of same shall be deemed completion of such facilities. Within thirty (30) days of acceptance of the sewer improvements by LCPW, the DEVELOPER shall provide a letter or other evidence satisfactory to the VILLAGE confirming said acceptance by LCPW.
- D. Such security shall be reduced by the VILLAGE from time to time, as public IMPROVEMENTS within the SUBJECT REALTY are completed and approved by the Village Engineer and prior to the FINAL ACCEPTANCE of such IMPROVEMENTS by the VILLAGE. The VILLAGE shall consider the request to reduce the security within forty-five (45) days of receipt of a request that includes record drawings for the improvements included in the request therefor, or within forty-five (45) days of the VILLAGE'S receipt of the last documents required to support such reduction. If the request is denied, the VILLAGE shall provide the DEVELOPER with a written statement specifying the reasons for the denial of the request, including specifications of the requirements of law or the requirements of this Agreement which the request or supporting documents fails to meet. The VILLAGE shall reduce such security upon the DEVELOPER'S compliance with those requirements. In addition, the DEVELOPER shall comply with the requirements contained in the VILLAGE'S Subdivision Control Ordinance pertaining to maintenance security after FINAL ACCEPTANCE of IMPROVEMENTS.

16. The DEVELOPER guarantees that the workmanship and materials furnished under the Final Plans and Specifications and used in said IMPROVEMENTS will be furnished and performed in accordance with well-known established practices and standards recognized by engineers in the trade. All IMPROVEMENTS shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship in an IMPROVEMENT shall be guaranteed by the DEVELOPER for a period of twelve (12) months from the date of FINAL ACCEPTANCE by the VILLAGE.

To partially secure the DEVELOPER'S guarantee, at the time of FINAL ACCEPTANCE by the VILLAGE of the installation of any IMPROVEMENT in accordance with this Agreement, DEVELOPER shall deposit with the VILLAGE a Maintenance Guarantee Security in the amount of ten percent (10%) of the actual cost of the IMPROVEMENT subject to FINAL ACCEPTANCE by the VILLAGE. This Maintenance Guarantee Security shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of twelve (12) months after FINAL ACCEPTANCE of the IMPROVEMENT and shall not be released without approval of the VILLAGE. The DEVELOPER shall not permit the Maintenance Guarantee Security to expire, but shall, at least forty-five (45) days prior to its expiration date cause said Maintenance Guarantee Security to be renewed. Failure of the DEVELOPER to renew said Maintenance Guarantee Security shall be a breach of this AGREEMENT.

The DEVELOPER shall make or cause to be made at its own expense, any and all repairs which may become necessary under and by virtue of this contract guarantee and shall leave the IMPROVEMENT in good and sound condition, satisfactory to the VILLAGE and the Village Engineer, at the expiration of the guarantee period. In said event and at the expiration of such period, said Maintenance Guarantee Security(s) shall be returned to the DEVELOPER.

If during said guarantee period, any IMPROVEMENT shall require any repairs or renewals, in the opinion of the Village Engineer, necessitated by reason of settlement of public improvements, structure or backfill, or other defective workmanship or materials, the DEVELOPER shall, upon notification by the Village Engineer of necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE

may draw upon said Maintenance Guarantee Security(s) to pay the entire cost or expense thereof, including attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Guarantee Security(s), the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process.

17. Prior to Final Acceptance by the VILLAGE, the DEVELOPER shall furnish the VILLAGE with copies of lien waivers showing that all persons who have done work, or have furnished materials under this Agreement and are entitled to a lien therefor under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

18. The DEVELOPER shall be responsible for the maintenance of the IMPROVEMENTS until FINAL ACCEPTANCE by the VILLAGE. This maintenance shall include routine maintenance, as well as emergency maintenance such as sewer blockages and water main breaks. Such maintenance shall be sufficient to render the IMPROVEMENTS required by Paragraph 1 of this Agreement, compliant with the Plans and Specifications identified by said paragraph at the time of their FINAL ACCEPTANCE by the VILLAGE.

19. DEVELOPER shall be responsible for any and all damage to the IMPROVEMENTS which may occur during the construction of the DEVELOPMENT until Final Acceptance. In such event DEVELOPER shall replace and repair damage to the IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard.

20. The Parties acknowledge and agree that a dormant Special Service Area shall be established as a back-up mechanism in order to guaranty that DEVELOPER and its successor, (a homeowners association and property owners association(s) to be created by DEVELOPER for the purpose of *inter alia* succeeding to its rights and obligations) maintain the common areas in the development consistent with the performance standards (to be mutually agreed to between the Parties). The common open space areas, the landscaping in the common areas, the detention

basins on HOA property and individual residential lots, the wetlands on HOA property and individual residential lots, and maintenance of the HOA areas shall at a minimum be included in the obligations secured under the Special Service Area. DEVELOPER shall refrain from objecting to the creation of the Special Service Area and agrees that the creation of the same shall be initiated at the time of Final Plat approval (although the completion of the process shall not be a condition to final approval). The maximum tax rate shall be based on the estimated expense for maintenance of such improvements and the costs of administration. The territory to be included in each such Special Service Area shall be as depicted and described on the attached **Exhibit "A"**.

21. Provided all permanent water improvements, sanitary sewer improvements, stormwater management facilities and streets improved with a binder course required to serve such dwelling units and buildings have been completed to the satisfaction of the Village Engineer (but not necessarily accepted) the VILLAGE shall issue certificates of occupancy for buildings and dwelling units constructed on the SUBJECT REALTY within five (5) business days of proper application therefore or within five (5) business days of the receipt of the last of the documents or information required to support such application, whichever is later. If the application is disapproved, the VILLAGE shall provide a written statement to DEVELOPER specifying the reasons for denial of the application including specification of the requirements of law, which the application and supporting documents fail to meet. The VILLAGE agrees to issue such certificates of occupancy upon DEVELOPER's compliance with the requirements of law identified by the VILLAGE after its first inspection and approval of the applicable structures. Should DEVELOPER dispute any of the requirements of law so stated by the VILLAGE within said letter of denial, then DEVELOPER shall have the right to appeal the decision to the Corporate Authorities for resolution, which resolution shall be based on the applicable VILLAGE Code as defined in Article VI, Section C of the Amendment. However, the same shall not limit in any respect the VILLAGE's or DEVELOPER's rights and remedies under the Amendment or this Agreement. Temporary certificates of occupancy shall be issued by the VILLAGE for buildings and dwelling units whose landscaping, driveway and/or sidewalk paving and grading improvements have not been completely finished due to adverse weather

conditions subject to satisfaction of VILLAGE requirements for issuance of temporary certificates of occupancy. DEVELOPER shall deposit a cash bond with the VILLAGE to satisfy any VILLAGE requirement to secure completion of such unfinished items, and such cash bond will be consistent with the requirements in the VILLAGE Code (8-2-7E.1.e) pertaining to temporary certificates of occupancy.

22. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and/or in any agreements between the VILLAGE and DEVELOPER regarding the DEVELOPMENT shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefore shall arise and shall include the rights to specific performance. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE is not required to be given.

23. From and after the date on which the Village Engineer notifies the DEVELOPER, in writing, that the DEVELOPER is in default of any of its obligations under this Agreement and DEVELOPER is afforded thirty (30) days to cure, the DEVELOPER shall pay to the VILLAGE, upon demand, all of the VILLAGE'S fees, costs and expenses incurred in enforcing the provisions of this Agreement against DEVELOPER, including, without limitation, engineers' and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

24. This Agreement shall be binding upon and inure to the successors and assigns of

the parties to this Agreement. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld.

25. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

26. This Agreement sets forth an agreement of the parties insofar as it specifically contradicts, modifies or amplifies any provision of the Village Code. To the extent that this Agreement and/or Exclusion and Exceptions List accepted by the VILLAGE do not address an applicable provision of the Village Code, the Village Code shall continue to control the parties' activities contemplated by this Agreement regardless of the fact that the Village Code has not been addressed within the specific terms of this Agreement.

27. Whenever this Agreement conflicts with the Amendment, the terms of the Amendment shall prevail and control. In cases of conflict between the provisions of any ordinances, resolutions, codes, policies, or regulations of the Village and the provisions of this Agreement or the exhibits attached hereto, this Agreement shall prevail and control.

The term "VILLAGE" as used in Sections 14(C) and 22 (and in any other sections where the context so indicates an intention to refer to other than the Village Board) shall refer to the Village staff member designated by the Village's Operating Officer to perform the functions described therein.

28. This Agreement shall be in full force and effect from the date set forth above and shall be coterminous for the same twenty (20) year term as the Amendment.

29. This Agreement shall be interpreted and construed in accordance with the laws of

the State of Illinois.

30. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. VILLAGE at:

VILLAGE OF HAWTHORN WOODS
2 Lagoon Drive
Hawthorn Woods, IL 60047
Attn: Chief Operating Officer

B. DEVELOPER at:

Hawthorn 45 LLC
d/b/a Foxford Communities
12 Salt Creek Lane, Suite 400
Hinsdale, IL 60521
Attn: Peter J. Brennan

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

32. This Agreement shall not confer rights or benefits, including third-party beneficiary rights or benefits to anyone that is not a named party to this Agreement, including any individual, corporation, partnership, trust, association, unincorporated organization, governmental organization or agency or political subdivision. Any and all third-party beneficiary rights are expressly negated.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

THE VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation,

By: *Joseph Danini*
Its: Mayor

ATTEST:

Dona Sobaito
Village Clerk



HAWTHORN 45 LLC d/b/a FOXFORD COMMUNITIES

By: *[Signature]*
Its: *[Signature]*

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that Peter J. Braunen personally known to me to be the manager of HAWTHORN 45 LLC, d/b/a FOXFORD COMMUNITIES, and / personally known to me to be the / of HAWTHORN 45 LLC, d/b/a FOXFORD COMMUNITIES, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such manager and / of HAWTHORN 45 LLC, d/b/a FOXFORD COMMUNITIES, they signed and delivered the said instrument, pursuant to authority given by the, corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of May, 20 .



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

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

GIVEN under my hand and Notarial Seal this 26 day of May, 2017



Danette E Russell
Notary Public

EXHIBIT LIST

EXHIBIT	EXHIBIT DESCRIPTION
A	Legal Description
B	Final Plat of Subdivision
C-1	Water Main Extension Agreement
C-2	Sewer Agreement
D	Engineer's Estimate of Probable Costs for Improvements
E	Mailbox Exhibit
F	Additional Landscaping on Adjacent Lots
G	Final Engineering Plans and Specifications
H	Traffic Enforcement Agreement
I	Tree Preservation Plan

EXHIBIT A

LEGAL DESCRIPTION

ENTIRE SUBJECT PROPERTY

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 41 IN CYPRESS GROVE, BEING A SUBDIVISION OF PART OF SAID EAST HALF ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2007, AS DOCUMENT 6117957, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 19, 2007, AS DOCUMENT 6139886; THENCE SOUTH 52°47'56" EAST 129.51 FEET ALONG THE NORTHEAST LINE OF SAID LOT 41; THENCE SOUTH 9°41'35" EAST 9.57 FEET ALONG THE EAST LINE OF SAID LOT 41; THENCE EASTERLY, ALONG A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 135.00 FEET AND A 176.95 FOOT CHORD BEARING SOUTH 39°35'13" EAST, AN ARC DISTANCE OF 192.97 FEET TO A POINT ON THE NORTH LINE OF LOT 42 IN SAID CYPRESS GROVE; THENCE SOUTH 72°12'15" EAST, ALONG SAID NORTH LINE, 29.31 FEET; THENCE NORTH 89°43'05" EAST 72.28 FEET; THENCE SOUTH 0°16'55" EAST 175.95 FEET TO THE NORTH LINE OF LOT 45 IN SAID CYPRESS GROVE; THENCE SOUTH 82°14'45" EAST, ALONG SAID NORTH LINE, 36.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 45; THENCE NORTH 87°28'07" EAST 59.35 FEET TO THE NORTHWEST CORNER OF LOT 46 IN SAID CYPRESS GROVE; THENCE SOUTH 89°47'46" EAST 85.00 FEET, ALONG THE NORTH LINE OF SAID LOT 46, TO THE NORTHWEST CORNER OF LOT 47 IN SAID CYPRESS GROVE; THENCE SOUTH 88°06'05" EAST 107.09 FEET, ALONG THE NORTH LINE OF SAID LOT 47, TO THE WEST LINE OF CATALPA DRIVE; THENCE NORTH 89°01'53" EAST, ALONG A RADIAL LINE, 75.00 FEET TO A LINE THAT IS 15.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF CATALPA DRIVE; THENCE SOUTHEASTERLY, ALONG SAID PARALLEL LINE, BEING A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 225.00 FEET AND A 314.93 FOOT CHORD BEARING SOUTH 45°22'56" EAST, AN ARC DISTANCE OF 348.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°47'46" EAST, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF CATALPA DRIVE, 222.02 FEET TO THE WEST LINE OF PROVIDENCE DRIVE; THENCE SOUTH 0°15'16" EAST, ALONG SAID WEST LINE, 137.44 FEET; THENCE SOUTH 4°30'45" WEST, ALONG THE EAST LINE OF OUTLOT A IN SAID CYPRESS GROVE, 136.96 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A; THENCE NORTH 89°48'37" WEST, ALONG THE SOUTH LINE OF SAID OUTLOT A, 285.05 FEET;

THENCE NORTH 80°43'28" WEST, ALONG SAID SOUTH LINE, 166.25 FEET; THENCE NORTH 89°48'37" WEST, ALONG SAID SOUTH LINE, 779.13 FEET; THENCE NORTH 45°02'06" WEST 2.97 FEET THE WEST LINE OF SAID OUTLOT A; THENCE NORTH 0°16'55" WEST, ALONG SAID WEST LINE, 876.54 FEET; THENCE NORTH 89°43'05" EAST, PERPENDICULAR TO SAID WEST LINE, 117.44 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, ILLINOIS.

AREA
14.717 AC
(more or less)

COMMERCIAL PROPERTY

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT A IN CYPRESS GROVE, BEING A SUBDIVISION OF PART OF SAID EAST HALF ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2007, AS DOCUMENT 6117957, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 19, 2007, AS DOCUMENT 6139886; THENCE NORTH 89°48'37" WEST, ALONG THE SOUTH LINE OF SAID OUTLOT A, 285.05 FEET; THENCE NORTH 80°43'28" WEST, ALONG SAID SOUTH LINE, 166.25 FEET; THENCE NORTH 89°48'37" WEST, ALONG SAID SOUTH LINE, 511.21 FEET TO A POINT OF BEGINNING; THENCE NORTH 0°16'55" WEST 650.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 63.00 FEET AND A 89.10 FOOT CHORD BEARING NORTH 45°16'55" WEST, AN ARC DISTANCE OF 98.96 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°43'05" WEST 207.00 FEET TO THE WEST LINE OF AFORESAID OUTLOT A; THENCE SOUTH 0°16'55" EAST, ALONG SAID WEST LINE, 709.32 FEET; THENCE SOUTH 45°02'06" EAST 2.97 FEET TO THE SOUTH LINE OF SAID OUTLOT A; THENCE SOUTH 89°48'37" EAST, ALONG SAID SOUTH LINE, 267.92 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, ILLINOIS.

AREA
4.397 AC
(more or less)

RESIDENTIAL PROPERTY

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 41 IN CYPRESS GROVE, BEING A SUBDIVISION OF PART OF SAID EAST HALF ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 9, 2007, AS DOCUMENT 6117957, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 19, 2007, AS DOCUMENT 6139886; THENCE SOUTH 52°47'56" EAST 129.51 FEET ALONG THE NORTHEAST LINE OF SAID LOT 41; THENCE SOUTH 9°41'35" EAST 9.57 FEET ALONG THE EAST LINE OF SAID LOT 41; THENCE EASTERLY, ALONG A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 135.00 FEET AND A 176.95 FOOT CHORD BEARING SOUTH 39°35'13" EAST, AN ARC DISTANCE OF 192.97 FEET TO A POINT ON THE NORTH LINE OF LOT 42 IN SAID CYPRESS GROVE; THENCE SOUTH 72°12'15" EAST, ALONG SAID NORTH LINE, 29.31 FEET; THENCE NORTH 89°43'05" EAST 72.28 FEET; THENCE SOUTH 0°16'55" EAST 175.95 FEET TO THE NORTH LINE OF LOT 45 IN SAID CYPRESS GROVE; THENCE SOUTH 82°14'45" EAST, ALONG SAID NORTH LINE, 36.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 45; THENCE NORTH 87°28'07" EAST 59.35 FEET TO THE NORTHWEST CORNER OF LOT 46 IN SAID CYPRESS GROVE; THENCE SOUTH 89°47'46" EAST 85.00 FEET, ALONG THE NORTH LINE OF SAID LOT 46, TO THE NORTHWEST CORNER OF LOT 47 IN SAID CYPRESS GROVE; THENCE SOUTH 88°06'05" EAST 107.09 FEET, ALONG THE NORTH LINE OF SAID LOT 47, TO THE WEST LINE OF CATALPA DRIVE; THENCE NORTH 89°01'53" EAST, ALONG A RADIAL LINE, 75.00 FEET TO A LINE THAT IS 15.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF CATALPA DRIVE; THENCE SOUTHEASTERLY, ALONG SAID PARALLEL LINE, BEING A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 225.00 FEET AND A 314.93 FOOT CHORD BEARING SOUTH 45°22'56" EAST, AN ARC DISTANCE OF 348.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°47'46" EAST, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF CATALPA DRIVE, 222.02 FEET TO THE WEST LINE OF PROVIDENCE DRIVE; THENCE SOUTH 0°15'16" EAST, ALONG SAID WEST LINE, 137.44 FEET; THENCE SOUTH 4°30'45" WEST, ALONG THE EAST LINE OF OUTLOT A IN SAID CYPRESS GROVE, 136.96 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A; THENCE NORTH 89°48'37" WEST, ALONG THE SOUTH LINE OF SAID OUTLOT A, 285.05 FEET; THENCE NORTH 80°43'28" WEST, ALONG SAID SOUTH LINE, 166.25 FEET; THENCE NORTH 89°48'37" WEST, ALONG SAID SOUTH LINE, 511.21 FEET; THENCE NORTH 0°16'55" WEST 650.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE

CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 63.00 FEET AND A 89.10 FOOT CHORD BEARING NORTH 45°16'55" WEST, AN ARC DISTANCE OF 98.96 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°43'05" WEST 207.00 FEET TO THE WEST LINE OF AFORESAID OUTLOT A; THENCE NORTH 0°16'55" WEST, ALONG SAID WEST LINE, 167.22 FEET; THENCE NORTH 89°43'05" EAST, PERPENDICULAR TO SAID WEST LINE, 117.44 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, ILLINOIS.

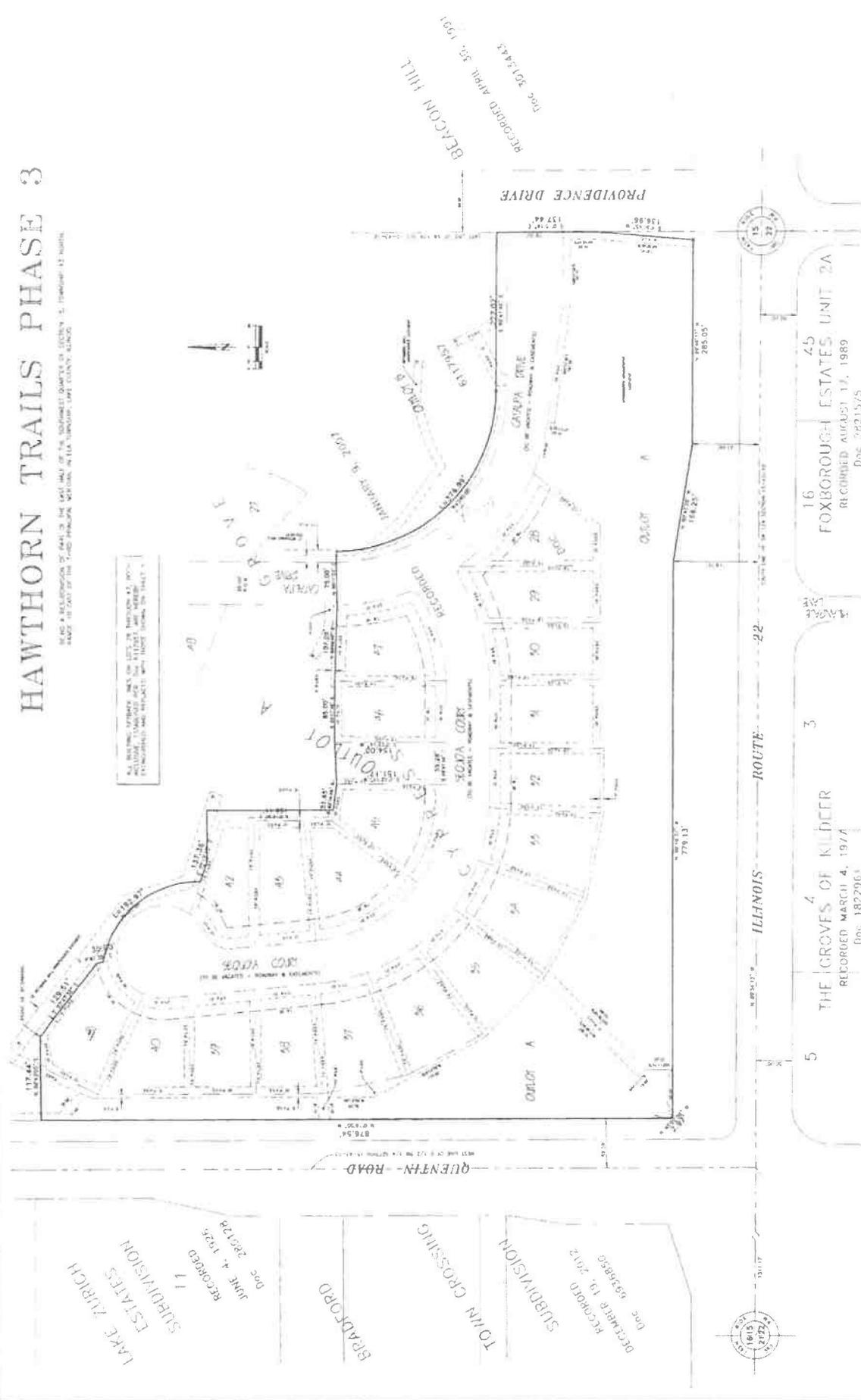
AREA
10.320 AC
(more or less)

EXHIBIT B
FINAL PLAT OF SUBDIVISION

HAWTHORN TRAILS PHASE 3

READ & RECORDERS OF MAPS IS THE LAST COPY OF THE INSTRUMENT QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE 10TH PRINCIPAL MERIDIAN, WISCONSIN, WITH COUNTY, CLERK'S

ALL RECORDING INSTRUMENTS ON LOTS TO BE RECORDED AS 100% INTEREST, TRANSFERRED AND THE STREET, AND WHERE PHOTOGRAPHIC AND SURVEYING DATA SHOWS THE TRACT.



RECORDED
DATE: 8/17/89
PAGE: 1 OF 2
BOOK: 1821575
SHEET: 2 OF 3

FINAL PLAT OF SUBDIVISION
OF
HAWTHORN TRAILS PHASE 3

LANDMARK
16 FOXBOROUGH ESTATES, UNIT 2A
RECORDED AUGUST 17, 1989
Doc. 2821575

REC.	DATE	COMMENTS	12/27/89	1/13/90	5/13/92
LOT 45	8/17/89	37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55			
COMMENTS	8/17/89	37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55			
COMMENTS	8/17/89	37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55			
COMMENTS	8/17/89	37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55			

DEVELOPER
HAWTHORN 45 LLC
12 SALT CREEK LANE
SUITE 100
HAWTHORN, IL 60131

5 THE GROVES OF KILDEER
RECORDED MARCH 4, 1974
Doc. 1822963

ILLINOIS ROUTE 22
778.13'

EXHIBIT C-1

WATER MAIN EXTENSION AGREEMENT

WATER MAIN EXTENSION AGREEMENT
[Constructed by Applicant]

THIS AGREEMENT, entered this 8th day of September, 2016 by and between AQUA Illinois, Inc., hereinafter called the "Company," and Hawthorn 45 LLC d/b/a Foxford Communities hereinafter called the "Applicant," and made in consideration of the mutual promises and undertakings hereinafter set forth, provides as follows:

Applicant desires to have water mains and other facilities designed and installed to serve **approximately Forty Three (43) lots**, within The Hawthorn Trails Phase Three development, located in Hawthorn Woods, Illinois. The facilities constructed by Applicant (the "Extension") shall include **approximately 1,000' of 8" DI Water Main, approximately 2,070' of 12" DI Water Main, Eleven (11) Fire Hydrants, Miscellaneous Valves, and other Appurtenances.**

(Dimensions and quantities are approximate based on information provided by developer, all watermain pipe, hydrants, valves and appurtenances that are actually installed will become the "Extension" after they are accepted by the Company.)

The Applicant will install the Extension under the following conditions:

- A. Review and Approval of Extension: The Applicant shall construct the Extension at the Applicant's expense in accordance with specifications approved by the Company. The Company shall have the right to approve the design of the Extension and all materials used. The Company also shall have the right to review, monitor and/or observe the design and construction of the Extension at Applicant's expense, to assure compliance with the specifications and details approved by the Company.
- B. Administrative Cost, Administrative Deposit: The costs for plan review, construction observation and construction assistance, referred to as "Administrative Costs," shall be paid by the Applicant. Upon receipt of the first set of drawings depicting the layout or design of the Extension, the Company shall estimate the Administrative Costs. The Applicant shall provide a deposit equivalent to the estimated amount of the Company's costs. At the time of approval of this agreement, if not at the same time as submitting the initial deposit, the administrative costs will be re-estimated based on information provided by the Applicant. The amount of the deposit for Administrative Costs ("Administrative Deposit") is specified in Supplement "A," which is attached hereto and made a part hereof. The Applicant will be required to provide additional deposit if the Estimate at time of agreement is greater than the initial deposit for original estimate of Administrative Cost. Depending on phasing of the extension, the number and extent of reviews, the duration and complexity of construction, and amount of assistance needed in construction, the actual Administrative Costs may exceed the Administrative Deposit. The Applicant shall provide an additional deposit for these costs prior to moving to the next step of the Company's Main Extension process, such as Company approval of IEPA construction permit application, or Company acceptance of the Extension and approval of the IEPA operating permit application. Remaining balance of deposit will be forfeited if

the agreement is voided by the Company due to the Applicant not meeting the timeline in paragraph K.

- C. Transfer of Ownership. Grant of Easement. Certified Cost: At such time as the Applicant completes construction of the Extension, Applicant shall, with the consent and approval of the Company, transfer Ownership to the Extension to the Company by a Bill of Sale. Along with the transfer of Ownership, the Applicant shall provide the Company a grant of easement or Plat of Easement for the Extension and all appurtenances in accordance with the Easement Agreement (Exhibit E). Also, upon completion, Applicant shall provide the Company with a tabulation of the Applicant's final cost for all components of the Extension, as certified by Applicant's engineer. In the event any portion of the Extension is put in service or an IEPA Operating Permit is approved prior to the Applicant transferring title and granting an easement to the Company on a recorded document, the Company shall notify the Applicant of acceptance of those portions (Exhibit D) and those portions of the Extension shall become the property of the Company according to terms of Bill of Sale (Exhibit B) and an easement shall be granted to the Company in accordance with the Easement Agreement (Exhibit E). The Applicant shall provide AutoCAD drawing(s) meeting the Company's Requirements showing actual surveyed location and field measurements documenting the As-Built condition of the main and appurtenances. The Applicant shall provide Final Waiver of Lien from each contractor and consultant that provided work related to the design or construction of the main.
- D. Residential Revenue Refund for Thirty Nine (39) Lots: The Applicant and Company shall agree upon the final cost to the Applicant of the Extension. If the Applicant's final cost exceeds one and one-half times the Company's estimate of first year revenue to be received from Original Prospective Customers, as defined herein ("1.5 Times First Year Revenue"), the Company shall provide payment to the Applicant under one of the methods described below. The estimate of 1.5 Times First Year Revenue is specified in Supplement "A," which is attached hereto. For purposes of this Agreement, "Original Prospective Customers" are customers expected to connect to and initiate service from the Extension within twelve months after the Extension is first placed into service. For purposes of this Agreement, the date on which the Extension is first placed into service shall be at the date of issuance of the applicable Illinois Environmental Protection Agency Operating Permit. Applicant shall choose one of the following two payment methods, and the method selected cannot be changed at any time afterwards, without the written consent of both the Applicant and the Company. In the event the final Administrative Costs exceed the total of Administrative Deposits by Applicant, the remaining balance shall be deducted from the Revenue Refund amount.

Method One.) As shown on Supplement A, the Company estimates that 1.5 Times First Year Revenue will be Five Thousand Nine Hundred and Twenty Nine and 00/100 Dollars (\$5,929.00). When the Company accepts transfer of title to the Extension, the Company shall provide payment of such amount to the Applicant. For purposes of this agreement, the estimate of 1.5 Times

First Year Revenue specified in Supplement "A" shall be deemed to be the final amounts of 1.5 Times First Year Revenues. No further payment will be due to Applicant based on a variance between the actual and estimated amounts of 1.5 Times First Year Revenue. If the Company's actual Administrative Costs associated with main extension exceed the Administrative Deposit, the Company shall deduct the amount of such excess from the payment to the Applicant for 1.5 Times First Year Revenues.

Method Two.) The final amount of 1.5 Times First Year Revenue will be determined after the end of the first year after the Extension is placed into operation. If the Company's actual Administrative Costs associated with main extension exceed the Administrative Deposit, the Company shall deduct the amount of such excess from the payment to the Applicant for 1.5 Times First Year Revenues. If the Company's actual Administrative Costs associated with Extension are less than the Administrative Deposit, the Company shall increase the payment to the Applicant for 1.5 Times First Year Revenues by the difference between the amount of actual Administrative Costs and the Administrative Deposit. If the Company's actual Administrative Costs associated with Extension exceed the combined total of the Administrative Deposit and the payment for 1.5 Times First Year Revenues, the Applicant shall pay the Company the difference between the actual Administrative Costs and the combined total of the Administrative Deposit and 1.5 Times First Year Revenue Payment.

APPLICANT UNDERSTANDS BOTH METHODS, AND SELECTS METHOD # 1 & Initial MS.

- E. Commercial Revenue Refund for Four (4) Lots: The final amount of 1.5 Times First Year Revenue will be determined after the end of the first year after the Extension is placed into operation. If the Company's actual Administrative Costs associated with main extension exceed the Administrative Deposit, the Company shall deduct the amount of such excess from the payment to the Applicant for 1.5 Times First Year Revenues. If the Company's actual Administrative Costs associated with Extension are less than the Administrative Deposit, the Company shall increase the payment to the Applicant for 1.5 Times First Year Revenues by the difference between the amount of actual Administrative Costs and the Administrative Deposit. If the Company's actual Administrative Costs associated with Extension exceed the combined total of the Administrative Deposit and the payment for 1.5 Times First Year Revenues, the Applicant shall pay the Company the difference between the actual Administrative Costs and the combined total of the Administrative Deposit and 1.5 Times First Year Revenue Payment.

- F. Refund for Services for Abutting Parcels based on frontage: During the first ten years after transfer to the Company of title to the Extension, if the Extension directly abuts property that the original Applicant does not own or have an interest in, and if during such ten-year period, the owner or occupant of such property directly abutting the Extension requests water service and such owner or occupant has a service line tapped directly into the Extension for water service (not to include any further extension of water main(s) from the Extension or the tapping of a service or provision of water service therefrom), the Company shall make a refund(s) to the original Applicant in accordance with the following provisions. The Company shall pro-rate the cost of the Extension on a front foot or per lot basis (such determination based solely on lots directly abutting the Extension), and if during such ten-year period, the owner or occupant of such property requests water service, the Company shall collect from such new applicant an amount equal to such new applicant's pro-rata cost of the Extension less one and one-half (1 1/2) times the estimated annual revenue to be received from said new applicant. The Company shall refund money so collected to the original Applicant. The total amount refunded to the original Applicant shall not exceed the original Applicant's cost for the Extension. At the expiration of said ten (10) year period, no further refunds will be made.
- G. Notification of Acceptance and Ownership: All mains, valves, fittings and other appurtenances and materials installed in accordance with this agreement shall be and remain the Company's sole property after notification of acceptance. The installed facilities may not be operated for testing or any other reason without written approval from the Company.
- H. Protection of Facilities: Until Company issues notice of acceptance for Facilities, Applicant shall be responsible to protect facility from damage due to activities of contractors constructing the development or others. During this time the Company may register the facilities with the Utility One Call System so that the Company is notified. The Company will notify Applicant to locate the utility according to Utility One Call System procedure. If the Company provides locating services the cost will be added to the Administrative Cost.
- I. Existing Facilities: Applicant shall not connect Extension Facilities to, modify, or operate, the existing facilities owned by Company without written approval from the company.
- J. Right to Extend Main: The Company shall have the right to further extend its mains from and beyond the terminus or any other part of each main installed as part of the Extension. The Applicant constructing a main hereunder shall not be entitled to any refund, including but not limited to those designated in paragraph D or E, on account of any other or further extension or the attachment of any services or hydrants to any other or further extension. The extended main shall be the sole property of the Company.

- K. Schedule for Applicant's Actions under Agreement: Timely progress on the design, permitting, documentation, starting and completing construction, addressing punchlist items is important to the management of the Main Extension process. If any of the following schedule deadlines (relative to date of the executed agreement) are not met the Company may void this agreement with 30 day notice to the Applicant.
1. Submit full set of main extension plans meeting the Company's requirements within 6 months
 2. Obtain State Environmental Construction Permit within 9 months Submit all preconstruction documentation and start construction within 15 months
 3. Complete construction and submit all post-construction documentation within 24 months
 4. Complete all punchlist items, submit final documentation, pay any remaining fees, and obtain final acceptance letter within 27 months
- Once agreement is voided, the Administrative Deposit will be forfeited to the Company by the Applicant. If the Applicant desires to install a main extension for the same development after the agreement has been voided by the Company, the Applicant shall be required to enter a new Main Extension Agreement with company.
- L. Assignment of Agreement: This agreement, when signed by Applicant and Company, shall inure to the benefit of and be binding upon the Company, its successors and assigns, and the Applicant, his or its heirs, personal representative, successors and assigns. The applicant's right to refund thereunder shall not be assigned by the Applicant without the Company's prior written consent.

If checked, the following Supplemental Agreements or Exhibits are treated as part of this agreement:

- Supplement A
- Water Service Line Agreement
- Easement Agreement (Exhibit E)
- Bill of Sale (Exhibit B)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate counterparts, either of which may be treated as the sole original thereof, as of the date first above written.

COMPANY:

AQUA ILLINOIS, INC.

By  10/17/16
(Date)
~~Joel Gehrett~~
~~Area Manager~~
COLTON JAMES
DIRECTOR OF OPERATIONS

APPLICANT:

By  10/17/16
(Date)

Printed Name: PETER BRENNAN

Address: 12 SALT CREEK LN, SUITE 400
HANSDALE, IL 60521

Federal Tax I.D. Number: 27-2863920

SUPPLEMENT "A"

[FOR WATER MAIN EXTENSION CONSTRUCTED BY APPLICANT]

This Supplemental Memorandum is executed by the parties hereto pursuant to the provisions of the attached ("Agreement"), entered into on the **8th** day of **September, 2016** for the installation by the Applicant with acceptance by AQUA Illinois, Inc. of certain water mains and other facilities (the "Extension") therein described. It is hereby agreed and stipulated:

The estimated Administrative Cost for of the Extension is Ten Thousand Nine Hundred Twelve and 50/100 Dollars (\$10,912.50).

1.5 Times First Year Revenue is Five Thousand Nine Hundred and Twenty Nine and 00/100 Dollars (\$5,929.00) if **Option One** or if **Option Two**, it will be determined after one year of service".

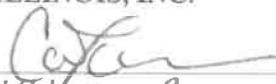
The amount of Administrative Deposit is Ten Thousand Nine Hundred Twelve and 50/100 **Dollars (\$10,912.50)**.

This Supplemental Memorandum shall be attached to and be treated as part of the Agreement in accordance with the provisions thereof.

Date of Deposit 10/7/16

COMPANY:

AQUA ILLINOIS, INC.

By  10/17/16
Joel Gehrett COLTON JAMES (Date)
Area Manager DIRECTOR OF OPERATIONS

APPLICANT:

By  10/7/16
(Date)

Printed Name: PETER BRENNAN

Address: 12 SALT CREEK LN, SUITE 400
HINSDALE, IL 60521

Federal Tax I.D. Number: 27-2863920

WATER SERVICE LINE AGREEMENT MEMORANDUM

This Supplemental Memorandum is executed by the parties hereto pursuant to the provisions of a certain Water Main Extension Agreement ("Agreement"), entered into on the 8th day of September, 2016, and attached hereto. The Agreement provides for installation by the Applicant with acceptance by AQUA Illinois, Inc. (AQUA) of certain water facilities (the "Extension"), which includes water service lines extending from the water main installed as a part of the Extension to the customer's property line ("Company Service Line"). It is hereby agreed and stipulated:

The Applicant shall be required to do the following:

- (1) Provide AQUA with detailed shop drawings of materials proposed for Company Service Line installations
- (2) Coordinate with AQUA the observation of Company Service Line installation (minimum of two day notice)
- (3) Provide and install Company Service Lines in accordance with AQUA's specifications and standard details
- (4) Fully complete AQUA's Application for Service and Standard Water Service Line Measurement Card for each individual Company Service Line installed, and provide such Application and Measurement Card to AQUA when complete.
- (5) Assume full responsibility for performing any required or necessary restoration to areas damaged by Applicant's work.
- (6) Invoice AQUA within 30 days after completion of Company Service Line installation.
- (7) The total cost per Company Service Line shall be the following:
 - (B) Ten (10) total Short Company Service Lines – Location being serviced is on the same side of the street as the water main - \$ 1,370.00
 - (C) Twenty Nine (29) total Long Company Service Lines – Location being served is on the opposite side of the street at the water main - \$ 2,325.00

ASPT

AQUA shall do the following:

(A) Review shop drawings for compliance with AQUA's specifications and standard details.

(B) Perform any necessary observation of Company Service Line installation by the Applicant for compliance with AQUA's specifications and standard details.

(C) Pay the Applicant as per the amounts shown in Item 7A and 7B above, after: (i) title to the Extension, including the Company Service Lines is transferred to AQUA in accordance with the Agreement; (ii) AQUA is satisfied that Applicant has met the obligations of Items 1 through 6; and (iii) the Company Service Line is metered.

This Supplemental Memorandum shall be attached to and be treated as part of the Agreement in accordance with the provisions thereof.

(Hawthorn Trails Phase 3)

Name of Development or Subdivision

COMPANY:

AQUA ILLINOIS, INC.

By: Colton James 10/17/16

Joel Gehrett / Colton James (Date)

Area Manager DIRECTION OF OPERATIONS

APPLICANT:

By: Peter J. Brenwar

Printed Name PETER J. BRENNAR

10/7/16
(Date)

EXHIBIT C-2

SEWER AGREEMENT

(TO BE INCLUDED ONCE EXECUTED)



Lake County Illinois

Text File

File Number: 17-0401

Agenda Date:

Version: 1

Status: Passed

In Control: Public Works and Transportation Committee

File Type: resolution

Agenda Number: 48

Title

Joint resolution authorizing a second amendment to an agreement for sewer service with the Village of Hawthorn Woods.

Staff Summary

- The Village of Hawthorn Woods has requested that its sewer service area be amended to include a 15-acre parcel know as Hawthorn Trails Phase Three.
- The parcel is located at the northeast corner of Quentin Road and Illinois Route 22.
- The request was discussed at the March 1, 2017 Public Works and Transportation (PWT) Committee meeting, at which time the Village of Hawthorn Woods made a presentation regarding the proposed development.
- Following the March 1, 2017 PWT Committee meeting, Planning, Building and Development staff met with the developer and was successful in incorporating additional design improvements. These improvements include: elimination of two residential lots (39 and 37), increased lot sizes and setbacks, as well as a park between the proposed houses and the project's northern perimeter.
- This resolution authorizes a second amendment to the sewer service agreement with the Village of Hawthorn Woods that amends the sewer service area to include service to the Hawthorn Trails Phase Three parcel.

Body

RESOLUTION

WHEREAS, the County of Lake (the "County") has entered into an Agreement for Sewer Service (the "Agreement") with the Village of Hawthorn Woods ("Village") dated July 10, 1990; and

WHEREAS, on July 13, 1998, the County and the Village entered into the First Amendment to Agreement for Sewer Service (the "First Amendment")(the Agreement and first Amendment shall hereinafter be referred to collectively as the "Sewage Agreement"); and

WHEREAS, the Village now desires to have the County provide direct sewer service to additional properties within Hawthorn Woods; and

WHEREAS, the County has determined that expansion of the service areas under the Sewage Agreement to additional properties is feasible; and

WHEREAS, execution of a Second Amendment to Agreement for Sewer Service (the "Second Amendment") must be authorized by resolution of the County Board;

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chairman of the Board and the County Clerk be and are hereby authorized and directed to execute and attest the attached Second Amendment with the Village; and

BE IT FURTHER RESOLVED, that, in light of the impending expiration of the current Sewage Agreement between the County and Village on July 10, 2020, the County staff is hereby directed to immediately begin negotiations with the Village on a new agreement for sewer service, and that the County consider no additional properties for sewer services until a new agreement is in effect; and

BE IT FURTHER RESOLVED, that the County Clerk is directed to deliver to the Village President and Village Clerk of the Village a certified copy of this Resolution.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 11th day of April, A.D., 2017

SECOND AMENDMENT TO AGREEMENT FOR SEWER SERVICE

THIS SECOND AMENDMENT TO AGREEMENT FOR SEWER SERVICE (the "Second Amendment"), made and executed this 11th day of April, 2017, between the VILLAGE OF HAWTHORN WOODS, a municipal corporation located in Lake County, Illinois, hereinafter referred to as the "Village", and the COUNTY OF LAKE, Illinois, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the County and the Village have entered into an Agreement for Sewer Service dated 10 July 1990 (hereinafter referred to as the "Agreement") as amended by the "First Amendment to Agreement for Sewer Service" dated July 13, 1998 (collectively, "Sewage Agreement"), under which the County has agreed to collect, transport, and treat sanitary sewage from certain areas within the Village to the County's Southeast Sewerage System; and

WHEREAS, the Sewage Agreement provides for the County to provide sewer service directly to certain property located within a defined service area of the Village and to own and maintain the sewer improvements to be used for collecting sewage from such service are; and

WHEREAS, the Village now desires to have the County provide direct sewer service to additional properties within the Village; and

WHEREAS, the County has determined that the expansion of its service area within the Village is feasible and consistent with the Lake County Framework Plan; and

WHEREAS, the County and the Village desire to amend the Sewage Agreement to provide for the expansion of the County's service area within the Village, within which service area the County will provide sewer services directly to certain properties in accordance with the Sewage Agreement and this Second Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

SECTION ONE: Recitals. The foregoing recital are, by this reference, fully incorporated into and made a part of this Second Amendment.

SECTION TWO: Amendment. Section 1 of the Sewage Agreement is hereby amended in its entirety, so that said Section 1 shall hereafter be and read as follows:

1. The County shall provide sewer service directly to the areas delineated in Exhibits A (the "South Service Area"), Exhibit B (the "North Service Area"), **and Exhibit C (the "Route 22 Service Area")** (the South Service Area, the North Service Area, **and the Route 22 Service Area** shall from time-to-time hereinafter be referred to collectively as the "Service Area"), which exhibits are attached hereto and by this reference made a part of hereof. The extent of the service to be provided by the County to the Service Area shall be subject to all applicable County

ordinances and the limits of available capacity as provided on a first come-first serve basis, as well as the following additional limitations:

- a. In the South Service Area, the County shall not be required to provide sewer service for more than 300 Population Equivalents ("P.E.") of sewage flow from commercial developments;
- b. In the North Service Area, the County shall not be required to provide sewer service to more than 63 detached single family dwellings with a total sewage flow of not more than 221 P.E., plus up to 154 P.E. of flow from commercial development; **and**
- c. **In the Route 22 Service Area, the County shall not be required to provide sewer service to more than 37 detached single family dwellings with a total sewage flow of not more than 129.5 P.E., plus up to 144 P.E. of flow from commercial development. The commercial development shall not include gasoline dispensing operations.**

During the term of this Agreement, the Village shall not construct or permit the construction of any alternative sewage disposal systems within the boundaries of the Service Area.

SECTION THREE: Expanded Service Area. A new exhibit, designated as Exhibit C to the Sewage Agreement (as amended by this Second Amendment) and depicting the Route 22 Service Area is hereby adopted as attached hereto and made a part of this Second Amendment to the Sewage Agreement.

SECTION FOUR: Continued Effect. Except as specifically amended herein, the Sewage Agreement shall remain in full force and effect **until its expiration date on 10 July 2020.**

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Sewer Service in three identical counterparts as of the day and year first written above.

VILLAGE OF HAWTHORN WOODS

COUNTY OF LAKE

By: 
Mayor

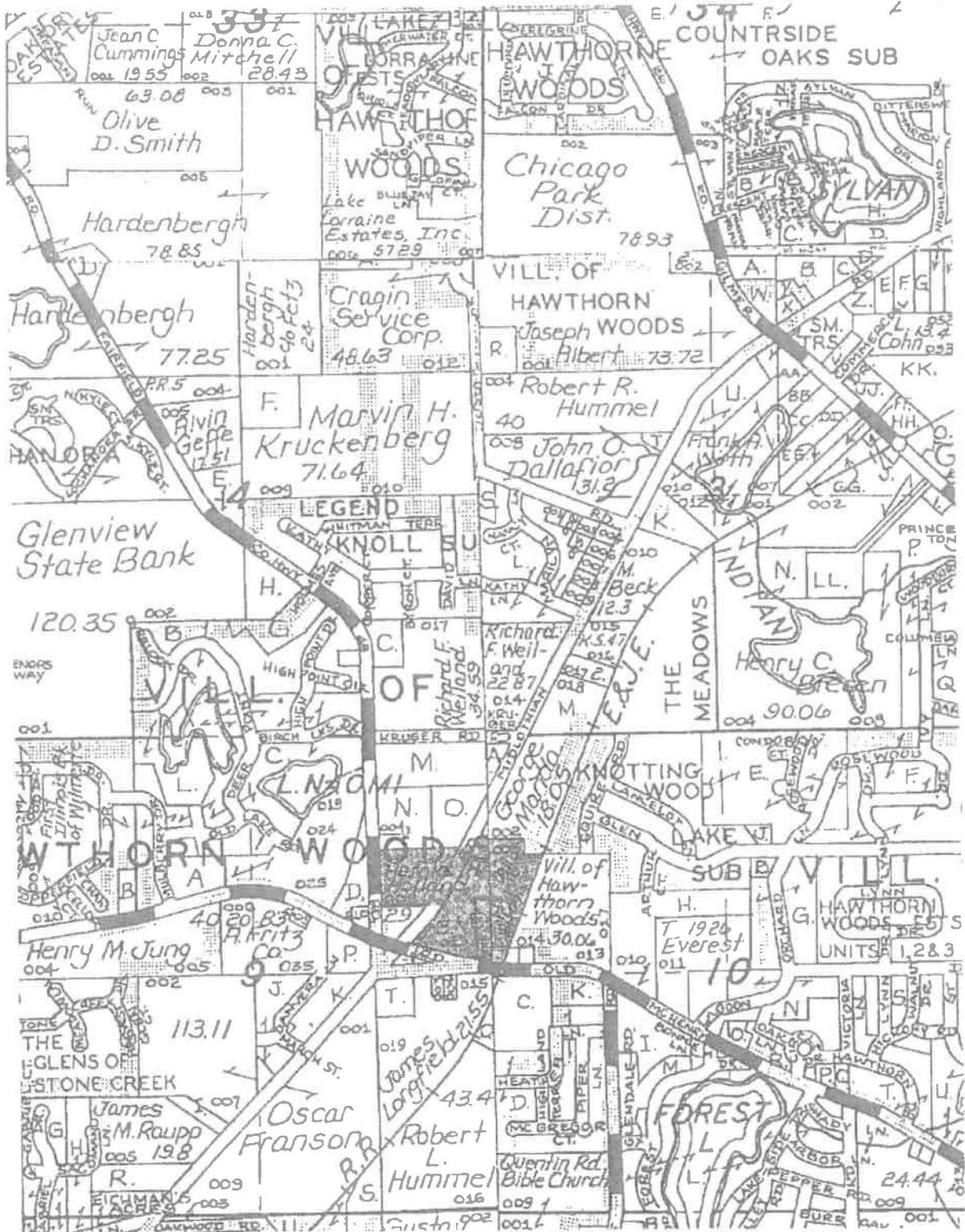
By: 
Chairman, Lake County Board

ATTEST

ATTEST


Village Clerk


County Clerk



**HAWTHORN WOODS SEWER AGREEMENT
SOUTH SERVICE AREA**

EXHIBIT A



**HAWTHORN WOODS SEWER AGREEMENT
NORTH SERVICE AREA**

EXHIBIT B

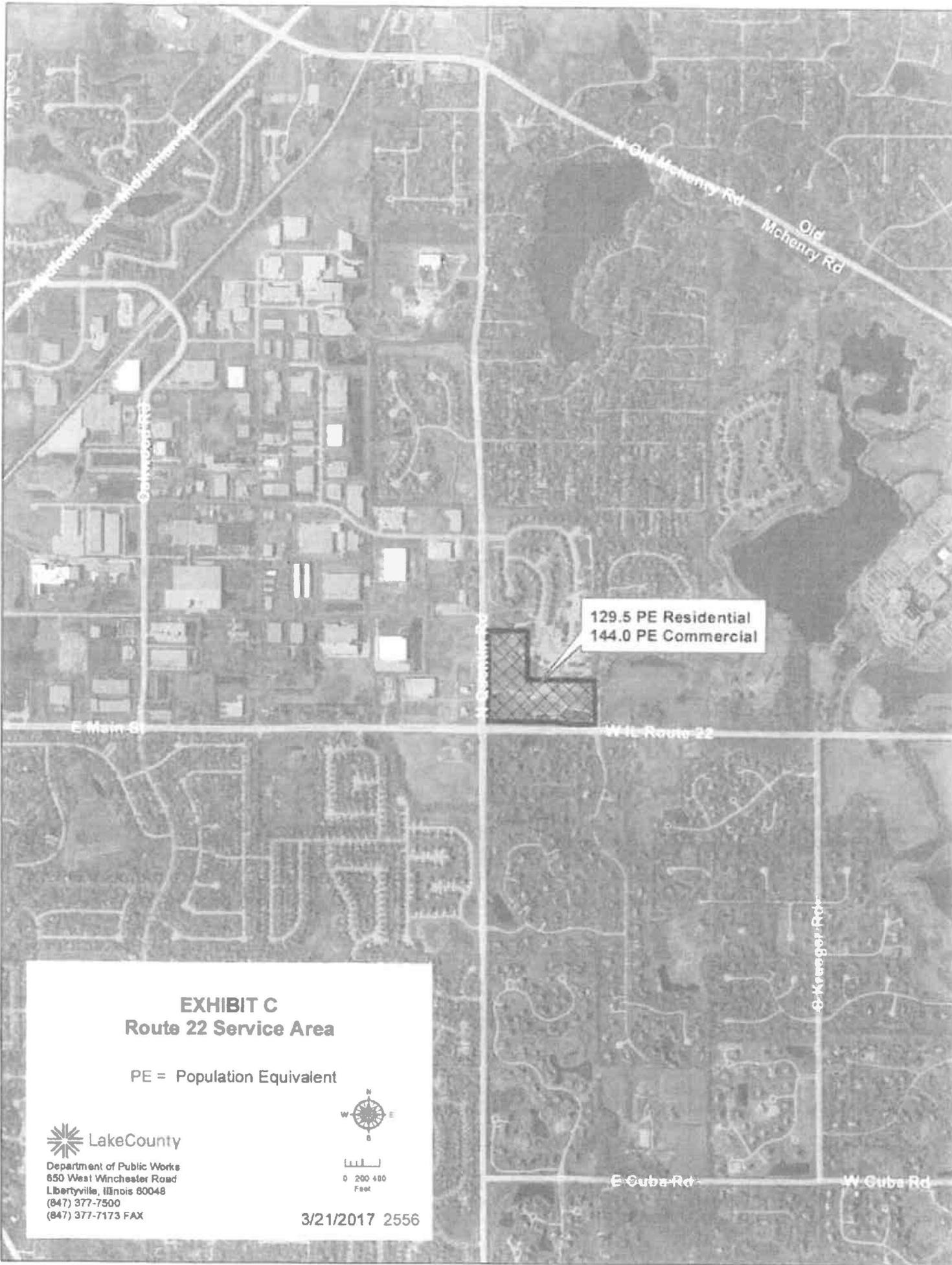


EXHIBIT C
Route 22 Service Area

PE = Population Equivalent



Lake County
Department of Public Works
650 West Winchester Road
Libertyville, Illinois 60048
(847) 377-7500
(847) 377-7173 FAX



3/21/2017 2556

ORDINANCE NO. 1759-17

AN ORDINANCE ADOPTING A CERTAIN SECOND AMENDMENT TO AGREEMENT
FOR SEWER SERVICE – LAKE COUNTY

WHEREAS, the Village of Hawthorn Woods (“Village”) and the County of Lake (“County”) have entered into an Agreement for Sewer Service dated 10 July 1990 (hereinafter referred to as the “Agreement”) as amended by the “First Amendment to Agreement for Sewer Service” dated July 13, 1998 (collectively, “Sewage Agreement”), under which the County has agreed to collect, transport, and treat sanitary sewage from certain areas within the Village to the County’s Southeast Sewerage System; and

WHEREAS, the Sewage Agreement provides for the County to provide sewer service directly to certain property located within a defined service area of the Village and to own and maintain the sewer improvements to be used for collecting sewage from such service area; and

WHEREAS, the Village now desires to have the County provide direct sewer service to additional properties within the Village; and

WHEREAS, the County has determined that the expansion of its service area within the Village is feasible and consistent with the Lake County Framework Plan; and

WHEREAS, the Village and the County desire to amend the Sewage Agreement to provide for the expansion of the County’s service area within the Village, within which service area the County will provide sewer services directly to certain properties in accordance with the Sewage Agreement and this Second Amendment to the Agreement (“Second Amendment”); and

WHEREAS, Hawthorn 45 LLC is the sole owner of the property generally located at the northeast corner of the intersection of Route 22 and Quentin Road, south of Ensell Road and is presently situated within incorporated limits of the Village (“Property”); and

WHEREAS, in accordance with the Second Amendment, the County will provide sewer services directly to the Property; and

WHEREAS, in recognition of Hawthorn 45 LLC's need for the full allocation of population equivalent ("P.E.") set forth in the Second Amendment attached hereto to permit the development identified on the Final Plan for the Property, as approved by the Village on November 28, 2016, the Village shall use its best efforts to renew the existing Sewage Agreement and any amendments thereto and shall in any future sewer agreement or amendment with the County, memorialize Hawthorn 45 LLC's right to such capacity for the full term of such amendment; and

WHEREAS, the County approved the Second Amendment on April 11, 2017 at a public meeting; and

WHEREAS, the Mayor and Board of Trustees have considered the terms and provisions of the proposed Second Amendment; and

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 a certain Second Amendment to a certain Sewage Agreement, in substantially the form heretofore incorporated herein as **Exhibit "A"**, with such changes as are approved by the Village Attorney and the Mayor, by and on behalf of the Village of Hawthorn Woods.

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

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

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

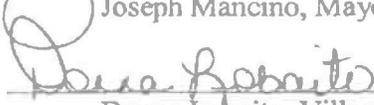
AYES: Perzio, Russ, Morgan, Corugan, DiMaggio, David

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: April 24, 2017

APPROVED: April 24, 2017

EXHIBIT D

ENGINEER'S ESTIMATE OF PROBABLE COSTS FOR IMPROVEMENTS

PEARSON, BROWN & ASSOCIATES, INC.

HAWTHORN TRAILS PHASE 3 - OPINION OF PROBABLE COST (PHASE ONE)
HAWTHORN WOODS, ILLINOIS

JOB #: 1661
DATE: 11/1/16
PLAN DATE: 10/19/16
REV. DATE: 4/19/17
REV.PLAN DATE: 4/14/17

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
OPINION OF PROBABLE COST				
SANITARY SEWER				
8" PVC SDR 26 ASTM D-3034, JOINTS ASTM D-3212	2,100	LF	\$29.00	\$60,900.00
6" PVC SDR 26 AST. D-3034, JOINTS ASTM D-3212 (NEAR INC. GTBF)	27	EA	\$415.00	\$11,205.00
6" PVC SDR 26 AST, D-3034, JOINTS ASTM D-3212 (FAR INCL. GTBF)	10	EA	\$200.00	\$2,000.00
4' SANITARY MANHOLE, COMPLETE	9	EA	\$2,450.00	\$22,050.00
CONNECT TO EXISTING	1	EA	\$2,520.00	\$2,520.00
TELEWISE SANITARY SEWER	2,100	LF	\$2.00	\$4,200.00
GRANULAR TRENCH BACKFILL	500	LF	\$56.00	\$28,000.00
TOTAL SANITARY SEWER				\$130,875.00
WATER MAIN				
8" DIP WATER MAIN	1,100	LF	\$45.00	\$49,500.00
12" DIP WATER MAIN	2,085	LF	\$64.00	\$133,440.00
1 1/2" WATER SERVICE COMPLETE (NEAR INCL. GTBF)	10	EA	\$815.00	\$8,150.00
1 1/2" WATER SERVICE COMPLETE (FAR INCL. GTBF)	27	EA	\$1,225.00	\$33,075.00
FIRE HYDRANT COMPLETE	11	EA	\$4,345.00	\$47,795.00
8" GATE VALVE & VAULT COMPLETE	6	EA	\$2,940.00	\$17,640.00
12" GATE VALVE & VAULT COMPLETE	3	EA	\$4,950.00	\$14,850.00
CONNECT TO EXISTING 8" STUB	1	EA	\$1,575.00	\$1,575.00
CONNECT TO EXISTING 12" STUB	1	EA	\$1,575.00	\$1,575.00
GRANULAR TRENCH BACKFILL	535	LF	\$17.00	\$9,095.00
CASING PIPE FOR 12" WATERMAIN	50	LF	\$130.00	\$6,500.00
TOTAL WATER MAIN				\$323,195.00

PEARSON, BROWN & ASSOCIATES, INC.

HAWTHORN TRAILS PHASE 3 - OPINION OF PROBABLE COST (PHASE ONE)
 HAWTHORN WOODS, ILLINOIS

JOB #: 1661
 DATE: 11/1/16
 PLAN DATE: 10/19/16
 REV. DATE: 4/19/17
 REV.PLAN DATE: 4/14/17

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
OPINION OF PROBABLE COST				
STORM SEWER				
48" RCP STORM SEWER	250	LF	\$120.00	\$30,000.00
36" RCP STORM SEWER	780	LF	\$72.00	\$56,160.00
27" RCP STORM SEWER	250	LF	\$51.00	\$12,750.00
24" RCP STORM SEWER	640	LF	\$43.00	\$27,520.00
21" RCP STORM SEWER	230	LF	\$38.00	\$8,740.00
18" RCP STORM SEWER	325	LF	\$31.00	\$10,075.00
15" RCP STORM SEWER	340	LF	\$27.00	\$9,180.00
12" RCP STORM SEWER	971	LF	\$23.00	\$22,333.00
48" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	1	EA	\$8,500.00	\$8,500.00
27" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	1	EA	\$3,175.00	\$3,175.00
24" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	2	EA	\$2,340.00	\$4,680.00
8" STORM MANHOLE, COMPLETE	1	EA	\$9,500.00	\$9,500.00
7" STORM MANHOLE, COMPLETE	3	EA	\$8,230.00	\$24,690.00
5" STORM MANHOLE, COMPLETE	7	EA	\$3,275.00	\$22,925.00
4" STORM MANHOLE, COMPLETE	6	EA	\$2,336.00	\$14,016.00
7' CATCH BASIN, COMPLETE	1	EA	\$4,800.00	\$4,800.00
6' CATCH BASIN, COMPLETE	1	EA	\$4,090.00	\$4,090.00
5' CATCH BASIN, COMPLETE	3	EA	\$3,135.00	\$9,405.00
4' CATCH BASIN, COMPLETE	20	EA	\$1,995.00	\$39,900.00
2' CATCH BASIN, COMPLETE	2	EA	\$1,255.00	\$2,510.00
2' STORM INLET, COMPLETE	15	EA	\$1,085.00	\$16,275.00
OUTLET CONTROL STRUCTURE, COMPLETE	1	EA	\$6,350.00	\$6,350.00
CONNECT TO EXISTING STRUCTURE	3	EA	\$1,845.00	\$5,535.00
4" PVC SDR 26 STORM SERVICE NEAR, COMPLETE	27	EA	\$340.00	\$9,180.00
4" PVC SDR 26 STORM SERVICE FAR, COMPLETE	10	EA	\$1,200.00	\$12,000.00
DEWATERING DEVICE	1	EA	\$2,815.00	\$2,815.00
GRANULAR TRENCH BACKFILL	1,221	LF	\$22.00	\$26,862.00
TELEWISE 100 YEAR STORM SEWER	1,896	LF	\$2.00	\$3,792.00

TOTAL STORM SEWER \$403,966.00

PEARSON, BROWN & ASSOCIATES, INC.

HAWTHORN TRAILS PHASE 3 - OPINION OF PROBABLE COST (PHASE ONE)
HAWTHORN WOODS, ILLINOIS

JOB #: 1661
DATE: 11/1/16
PLAN DATE: 10/19/16
REV. DATE: 4/19/17
REV.PLAN DATE: 4/14/17

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
OPINION OF PROBABLE COST - RESIDENTIAL & EMERGENCY ACCESS ONLY				
PAVING				
1-1/2" HMA SURFACE COURSE, MIX D, N50	5,880	SY	\$6.75	\$39,690.00
3-1/2" HMA BINDER COURSE, MIX IL 19.0, N50	5,880	SY	\$15.60	\$91,728.00
10" AGGREGATE BASE COURSE, CA-6	5,880	SY	\$13.45	\$79,086.00
TYPE B-6.12 CONCRETE CURB & GUTTER (INCL. STONE BASE)	505	LF	\$24.40	\$12,322.00
TYPE M-3.12 CONCRETE CURB & GUTTER (INCL. STONE BASE)	3,482	LF	\$15.00	\$52,230.00
5' SIDEWALK (5" PCC W/4" CA-6 BEDDING) (6" PCC W/4" CA-6 @ DRIVEWAYS) INCL. ACCESSIBLE RAMPS AND DETECTABLE WARNINGS	15,510	SF	\$7.00	\$108,570.00
2" HMA SURFACE (10' PATH) ADD 11SY NO LONGER FUTURE PATH ESCROW	1,062	SY	\$14.10	\$14,974.20
8" AGGREGATE BASE (10' PATH) SAME AS ABOVE	1,062	SY	\$15.30	\$16,248.60
8" P.C.C. PAVEMENT (ALLEY) INCLUDING TIE BARS, PAVEMENT FABRIC, & TENSAR GEOGRID	973	SY	\$75.00	\$72,975.00
4" AGGREGATE BASE COURSE, TYPE B (ALLEY)	973	SY	\$4.60	\$4,475.80
SWING GATE (EMERGENCY ACCESS)	1	EA	\$2,500.00	\$2,500.00
STREET SIGNS	18	EA	\$200.00	\$3,600.00
CROSSWALKS	135	LF	\$1.95	\$263.25
STRIPED MEDIAN	255	LF	\$1.95	\$497.25
PAVEMENT MARKINGS - LETTERS & SYMBOLS	72	SF	\$5.80	\$417.60
TOTAL RESIDENTIAL PAVING				\$499,577.70

PEARSON, BROWN & ASSOCIATES, INC.

HAWTHORN TRAILS PHASE 3 - OPINION OF PROBABLE COST (PHASE ONE)
HAWTHORN WOODS, ILLINOIS

JOB #: 1661
DATE: 11/1/16
PLAN DATE: 10/19/16
REV. DATE: 4/19/17
REV.PLAN DATE: 4/14/17

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
OPINION OF PROBABLE COST - COMMERCIAL ONLY				
PAVING				
1-1/2" HMA SURFACE COURSE, MIX D, N50	205	SY	\$6.75	\$1,383.75
4" HMA BINDER COURSE, MIX IL 19.0, N50	205	SY	\$17.85	\$3,659.25
12" AGGREGATE BASE COURSE, CA-6	205	SY	\$16.25	\$3,331.25
TYPE B-6,12 CONCRETE CURB & GUTTER (INCL. STONE BASE)	163	LF	\$24.40	\$3,977.20
TOTAL COMMERCIAL PAVING				\$12,351.45

PEARSON, BROWN & ASSOCIATES, INC.

HAWTHORN TRAILS PHASE 3 - OPINION OF PROBABLE COST (PHASE ONE)
HAWTHORN WOODS, ILLINOIS

JOB #: 1661
DATE: 11/1/16
PLAN DATE: 10/19/16
REV. DATE: 4/19/17
REV.PLAN DATE: 4/14/17

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
OPINION OF PROBABLE COST - OFFSITE "T" TURN AROUND ONLY				
PAVING				
1-1/2" HMA SURFACE COURSE, MIX D, N50	70	SY	\$6.75	\$472.50
3-1/2" HMA BINDER COURSE, MIX IL 19.0, N50	70	SY	\$15.60	\$1,092.00
10" AGGREGATE BASE COURSE, CA-6	70	SY	\$13.45	\$941.50
TYPE B-6.12 CONCRETE CURB & GUTTER (INCL. STONE BASE)	123	LF	\$24.40	\$3,001.20
5' SIDEWALK (5" PCC W/4" CA-6 BEDDING) (6" PCC W/4" CA-6 @ DRIVEWAYS)	135	SF	\$7.00	\$945.00
TOTAL OFFSITE "T" TURN AROUND PAVING				\$6,452.20

PEARSON, BROWN & ASSOCIATES, INC.

HAWTHORN TRAILS PHASE 3 - OPINION OF PROBABLE COST (PHASE ONE)
HAWTHORN WOODS, ILLINOIS

JOB #: 1661
DATE: 11/1/16
PLAN DATE: 10/19/16
REV. DATE: 4/19/17
REV.PLAN DATE: 4/14/17

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
OPINION OF PROBABLE COST				
<u>SITE DEMOLITION, GRADING, & EROSION CONTROL</u>				
REMOVE EXISTING STORM STRUCTURE	19	EA	\$370.00	\$7,030.00
REMOVE EXISTING 12" STORM SEWER	220	LF	\$7.00	\$1,540.00
REMOVE EXISTING 18" STORM SEWER	30	LF	\$9.00	\$270.00
REMOVE EXISTING 24" STORM SEWER	200	LF	\$12.00	\$2,400.00
REMOVE EXISTING 30" STORM SEWER	480	LF	\$14.00	\$6,720.00
REMOVE EXISTING 36" STORM SEWER	800	LF	\$14.00	\$11,200.00
PATH REMOVAL	935	SY	\$12.00	\$11,220.00
CURB REMOVAL	40	LF	\$10.00	\$400.00
STRIP SITE AS NEEDED, CUT & FILL R.O.W. & PAVEMENT AREAS TO SUBGRADE CUT & FILL BUILDING PADS TO SUBGRADE. FINE GRADE ROADWAY & BACKFILL. CURB. CUT FILL POND AREAS TO SUBGRADE. RESPREAD POND AREAS. TEMPORARY SEEDING AT PONDS, STOCK PILES, & ROW	1	LS	\$350,000.00	\$350,000.00
SILT FENCE	4,500	LF	\$2.00	\$9,000.00
NAG S75BN EROSION CONTROL BLANKET (OUTLOT C AND WEST SIDE OF BASIN)	2,000	SY	\$1.15	\$2,300.00
TEMPORARY SEEDING (COMMERCIAL SITES)	4.50	AC	\$2,300.00	\$10,350.00
SITE CLEARING AND TREE REMOVAL (63 TREES, 628" DIAMETER)	1	LS	\$9,000.00	\$9,000.00
30'x150' STABILIZED CONSTRUCTION ENTRANCE (INC. MAINTENANCE)	1	EA	\$3,250.00	\$3,250.00
CONCRETE WASHOUT (INC. MAINTENANCE)	1	EA	\$7,500.00	\$7,500.00
STORM SEWER INLET FILTER FABRIC	20	EA	\$155.00	\$3,100.00
ERO-TEX WELDED WIRE MONOFILAMENT INLET PROTECTION	2	EA	\$250.00	\$500.00
BY-PASS TEMP. STORM SEWER SYSTEM	1	LS	\$5,000.00	\$5,000.00
TOTAL GRADING & EROSION CONTROL				\$440,780.00
<u>STREET LIGHTING</u>				
STREET LIGHT (COMPLETE INCL. WIRING)	7	EA	\$8,540.00	\$59,780.00
CONDUIT CROSSING (FOR DRY UTILITIES AND STREET LIGHTS)	4	EA	\$1,500.00	\$6,000.00
TOTAL STREET LIGHTING				\$65,780.00

PEARSON, BROWN & ASSOCIATES, INC.

HAWTHORN TRAILS PHASE 3 - OPINION OF PROBABLE COST (PHASE ONE)
HAWTHORN WOODS, ILLINOIS

JOB #: 1661
DATE: 11/1/16
PLAN DATE: 10/19/16
REV. DATE: 4/19/17
REV.PLAN DATE: 4/14/17

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
OPINION OF PROBABLE COST				
RECAPITULATION				
SANITARY SEWER				\$130,875.00
WATER MAIN				\$323,195.00
STORM SEWER				\$403,966.00
RESIDENTIAL PAVING				\$499,577.70
COMMERCIAL PAVING				\$12,351.45
OFFSITE "T" TURN AROUND PAVING				\$6,452.20
SITE DEMOLITION, GRADING & EROSION CONTROL				\$440,780.00
STREET LIGHTING				\$65,780.00
TOTAL OPINION OF PROBABLE COST				\$1,882,977.35
BOND AMOUNT (110%)				\$2,071,275.09
OPINION OF PROBABLE COST - ESCROW				
FUTURE SIDEWALK ESCROW	285	SF	\$7.00	\$1,995.00
FUTURE PATH ESCROW	11	SY	\$30.00	\$330.00
TOTAL ESCROW				\$2,325.00

NOTE:

THIS ENGINEER'S SCHEDULE OF QUANTITIES HAS BEEN PREPARED BASED UPON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COST AND DOES NOT INCLUDE THE FOLLOWING: COMMERCIAL ACCESS DRIVE, LANDSCAPING (INCLUDING POND SEEDING), TAP ON FEES, PERMITS, DEWATERING OTHER THAN SPECIFICALLY LISTED ABOVE, TIGHT SHEETING, HAUL OFF OF EXCESS MATERIAL, ANY WET OR DRY UTILITY RELOCATION OR ANY DRIVEWAYS TO PROPOSED LOTS.

ANY ITEM NOT SPECIFICALLY REFERENCED ABOVE SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION OF THE PROJECT AND SHOULD BE INCLUDED IN THE UNIT PRICE OF THE PROPOSED IMPROVEMENTS.



Schoppe Design Associates, Inc.

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

Prepared for: Foxford Communities

Project:

Date: May 8, 2017

Hawthorn Trails

Based on Final Site Improvement Plans Dated May 8, 2017

Residential Area Right of Way Plantings

Code	Description	Qty.	Unit	Size	Unit Price	Total Estimated Cost
Street Trees						
	Acer rubrum 'Armstrong' Armstrong Maple	7	Each	3.0 Cal.	\$425.0	\$2,975.00
	Acer rubrum 'Red Sunset' Red Sunset Maple	2	Each	3.0 Cal.	\$425.0	\$850.00
	Acer x freemanii 'Autumn Blaze' Autumn Blaze Maple	7	Each	3.0 Cal.	\$425.0	\$2,975.00
	Pyrus calleryana 'Chanticleer' Chanticleer Pear	3	Each	3.0 Cal.	\$425.0	\$1,275.00
	Ginkgo biloba Maidenhair Tree Ginkgo	6	Each	3.0 Cal.	\$400.0	\$2,400.00
	Ginkgo biloba 'Mayfield' Mayfield Ginkgo	4	Each	3.0 Cal.	\$400.0	\$1,600.00
	Gleditsia tricanthos v. inermis 'Skyline' Skyline Honeylocust	6	Each	3.0 Cal.	\$425.0	\$2,550.00
	Gymnocladus dioicus 'Espresso-JFS' Espresso Kentucky Coffeetree	9	Each	3.0 Cal.	\$400.0	\$3,600.00
	Liriodendron tulipifera Tulip Tree	4	Each	3.0 Cal.	\$450.0	\$1,800.00
	Pyrus calleryana 'Bradford' Bradford Pear	3	Each	3.0 Cal.	\$425.0	\$1,275.00
	Tilia americana American Linden	3	Each	3.0 Cal.	\$400.0	\$1,200.00
	Ulmus american 'Pioneer' Pioneer American Elm	6	Each	3.0 Cal.	\$400.0	\$2,400.00
Evergreen Trees						
	Juniperus virginiana Eastern Red Cedar	84	Each	6' Hgt.	\$300.0	\$25,200.00

Shrubs



Schoppe Design Associates, Inc.

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

Prepared for: Foxford Communities

Project:

Date: May 8, 2017

Hawthorn Trails

Based on Final Site Improvement Plans Dated May 8, 2017

Cornus alba 'Sibirica' Redtwig Dogwood	12	Each	5 gal.	\$45.0	\$540.00
Viburnum dentatum Arrowwood Viburnum	16	Each	5 gal.	\$45.0	\$720.00

Residential Open Space Plantings

Code	Description	Qty.	Unit	Size	Unit Price	Total Estimated Cost
Shade Trees (non-street trees)						
	Acer x freemanii 'Autumn Blaze' Autumn Blaze Maple	9	Each	3.0 Cal.	\$400.0	\$3,600.00
	Celtis occidentalis Hackberry	11	Each	3.0 Cal.	\$400.0	\$4,400.00
	Ginkgo biloba Maidenhair Tree Ginkgo	2	Each	3.0 Cal.	\$400.0	\$800.00
	Gymnocladus dioicus Kentucky Coffeetree	10	Each	3.0 Cal.	\$400.0	\$4,000.00
	Quercus alba White oak	6	Each	3.0 Cal.	\$400.0	\$2,400.00
	Quercus rubra Red oak	20	Each	3.0 Cal.	\$400.0	\$8,000.00
	Pyrus calleryana 'Autumn Blaze' Autumn Blaze Callery Pear	3	Each	3.0 Cal.	\$400.0	\$1,200.00
	Tilia americana American Linden	3	Each	3.0 Cal.	\$400.0	\$1,200.00
	Ulmus american 'Pioneer' Pioneer American Elm	8	Each	3.0 Cal.	\$400.0	\$3,200.00
Evergreen Trees						
	Juniperus virginiana Eastern Red Cedar	9	Each	8' Hgt.	\$400.0	\$3,600.00
	Picea omorika Serbian Spruce	7	Each	6' Hgt.	\$300.0	\$2,100.00
		3	Each	8' Hgt.	\$375.0	\$1,125.00
	Picea pungens Colorado Spruce	26	Each	6' Hgt.	\$300.0	\$7,800.00
		10	Each	8' Hgt.	\$375.0	\$3,750.00



Schoppe Design Associates, Inc.

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

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Ornamental Trees

Acer ginnala Amur Maple	3	Each	6' Hgt.	\$325.0	\$975.00
Alnus glutinosa Black Alder	34	Each	6' Hgt.	\$325.0	\$11,050.00
Amelanchier laevis Allegheny Serviceberry	5	Each	6' Hgt.	\$325.0	\$1,625.00
Cercis canadensis 'Forest Pansy' Forest Pansy Redbud	8	Each	6' Hgt.	\$325.0	\$2,600.00
Crataegus crus-galli var. inermis Thornless Cockspur Hawthorn	20	Each	6' Hgt.	\$325.0	\$6,500.00
Magnolia x loebneri 'Leonard Messel' Leonard Messel Magnolia	4	Each	6' Hgt.	\$325.0	\$1,300.00
Malus 'Prairifire' Prairifire Crabapple	6	Each	6' Hgt.	\$325.0	\$1,950.00

Shrubs - Deciduous

Cranberry Cotoneaster Cotoneaster apiculatus	10	Each	3 gal.	\$35.0	\$350.00
Buddleja 'Blue Chip' LO AND BEHOLD Blue Chip Butterfly Bush	22	Each	3 gal.	\$35.0	\$770.00
Hydrangea paniculata 'Limelight' Limelight Hydreangea	22	Each	5 gal.	\$50.0	\$1,100.00
Viburnum dentatum Arrowwood Viburnum	6	Each	5 gal.	\$45.0	\$270.00

Shrubs - Evergreen

Dwarf Japanese Garden Juniper Juniperus procumbens 'Nana'	14	Each	3 gal.	\$35.0	\$490.00
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Perennials, Ornamental Grasses & Groundcovers

Ajuga x 'Chocolate Chip' Chocolate Chip Carpet Bugle	360	Each	12 flat	\$24.0	\$720.00
Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	46	Each	3 gal.	\$15.0	\$690.00
Dianthus gratianopolitanus 'Grandiflorus' Cheddar Pinks Dianthus	210	Each	1 qt.	\$7.0	\$1,470.00



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Hawthorn Trails

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Echinacea purpurea 'Tiki Torch' P.P.# 18839 Tiki Torch Coneflower	92	Each	1 gal.	\$15.0	\$1,380.00
Hemerocallis 'Pardon Me' Pardon Me Daylily	35	Each	1 gal.	\$15.0	\$525.00
Monarda didyma 'Pardon My Purple' PP#22,170 Pardon My Purple Bee Balm	135	Each	1 gal.	\$15.0	\$2,025.00
Sedum 'Autumn Joy' Autumn Joy Sedum	70	Each	1 gal.	\$15.0	\$1,050.00

Turf, Mulch & Miscellaneous

Bluegrass Sod	674	Sq. Yd.		\$3.50	\$2,359.00
Bluegrass Seed & Blanket	7,852	Sq. Yd.		\$2.50	\$19,630.00
Basin Perimeter Plantings	1,170	Sq. Yd.		\$2.50	\$2,925.00
Upland Tall Grass Prairie Seed	6,134	Sq. Yd.		\$2.50	\$15,335.00
Naturalized Plantings Seed	535	Sq. Yd.		\$2.50	\$1,337.50
Plugs	812	Sq. Yd.		\$2.50	\$2,030.00
Mulch	235	Cu. Yd.		\$55.00	\$12,925.00

Code	Description	Qty.	Unit	Size	Unit Price	Total Estimated Cost
Site Amenities & Miscellaneous						
	Residential Monument Monument	1	Each	n.a.	\$25,000.00	\$25,000.00
	Residential Sign (Column)	1	Each	n.a.	\$4,300.00	\$4,300.00
	Commercial Sign	1	Each	n.a.	\$7,000.00	\$7,000.00
	Tot-lot play structure	1	Each	n.a.	\$20,000.00	\$20,000.00
	Play surface mulch (14" thick)	60	Cu. Yd.	n.a.	\$65.00	\$3,900.00
	Park Bench (includes concrete slab below)	5	Each	n.a.	\$2,200.00	\$11,000.00
	Natural plantings maintenance	1	Each	n.a.	\$3,000.00	\$3,000.00
Total Estimate of Probable Construction Costs						\$266,116.50

EXHIBIT E
MAILBOX EXHIBIT

HAWTHORN TRAILS PHASE 3 ADDRESS EXHIBIT

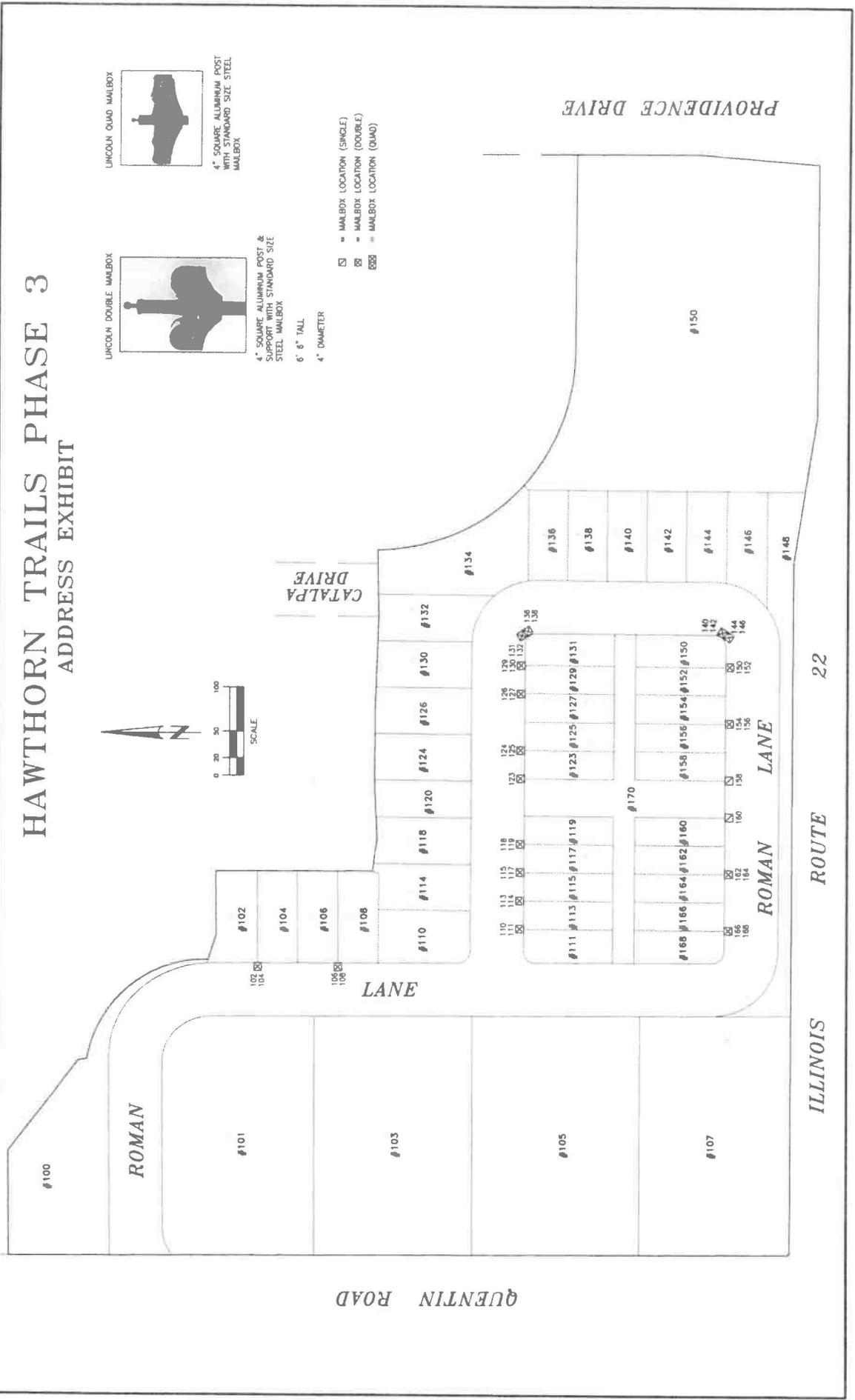
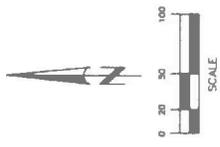
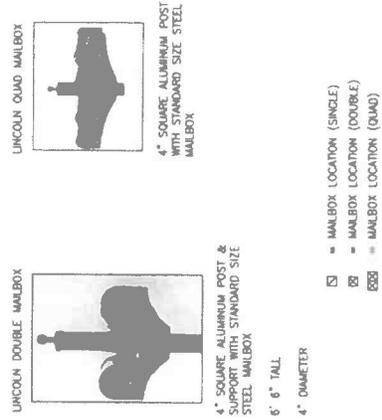
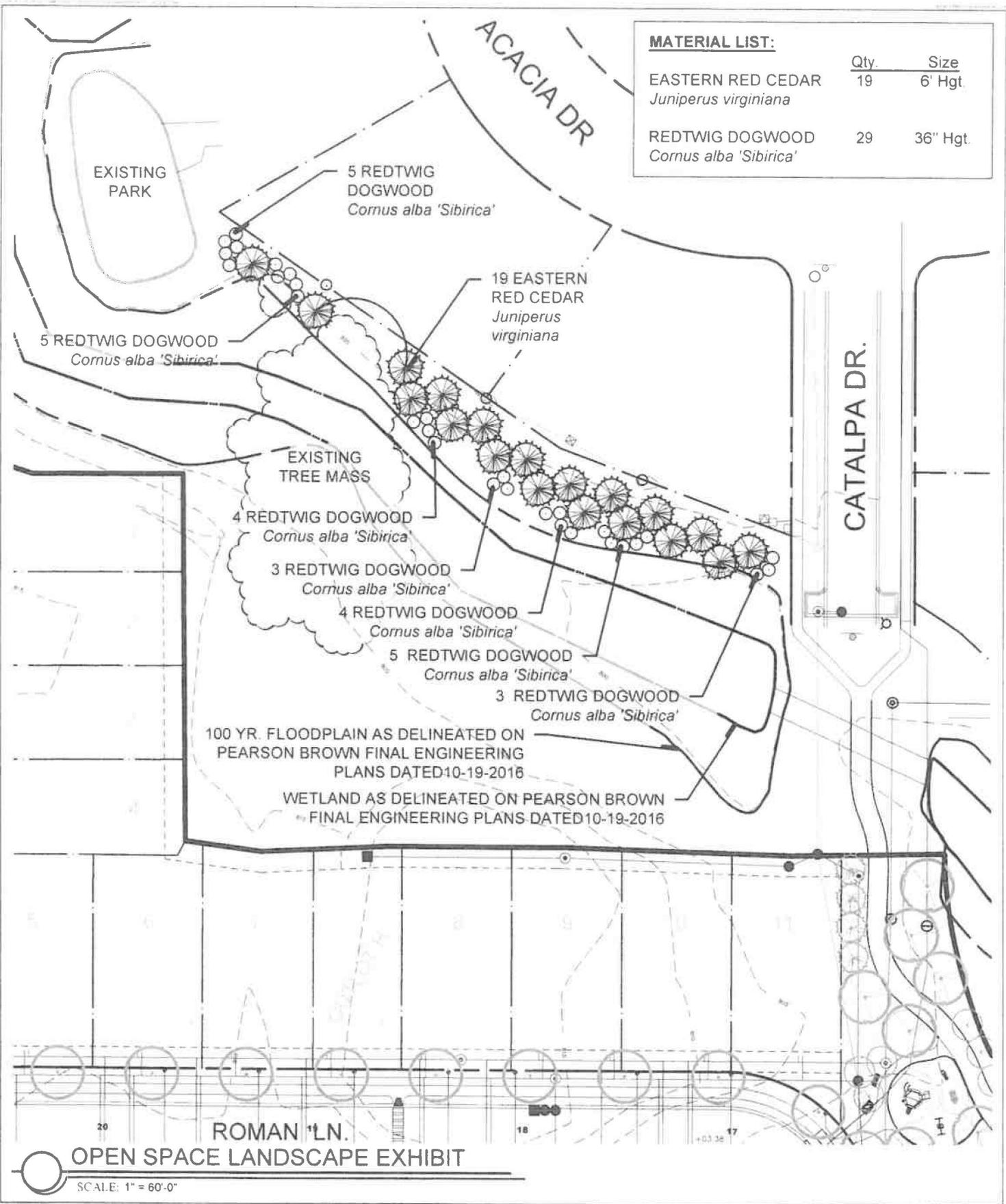


EXHIBIT F
ADDITIONAL LANDSCAPING ON ADJACENT LOTS



Project
HAWTHORN TRAILS
PHASE 3
 Hawthorn Woods, Illinois
 Northeast corner of IL Route 22 & Quentin Rd

Prepared For
FOXFORD COMMUNITIES
 12 Salt Creek Ln. Suite 400
 Hinsdale, IL 60521


 NORTH
 May 25, 2017

Prepared by

Schoppe Design Associates, Inc.
 LAND PLANNING & LANDSCAPE ARCHITECTURE
 126 S. Main Street
 Oswego, IL 60544
 p 630 551-3155
 f 630 551-8429
 schoppe@design.net



Custom Homes
Home Additions
Home Renovations
Interior Design
Outdoor Spaces
ICON-GROUP.COM

October 13, 2016

Landscaping Buffer – Lot 25

Sophie,

Please confirm we are in agreement, by signing below, that Icon will contribute \$2,500 towards the creation of a landscaping buffer between your property and the 3rd phase of Hawthorn Trails. We will work together to find the best place on your property to place the landscaping.

Thanks Sophie. Look forward to working with you on it.

Enjoy the rest of your day.

Regards,

Charlie Murphy
President/CEO

Sophie Ma

10/17/16

Date



Custom Homes
Home Additions
Home Renovations
Interior Design
Outdoor Spaces
ICON-GROUP.COM

2413 West Algonquin Road, Suite 247, Algonquin, Illinois 60102 847.773.1200

October 18, 2016

Landscaping Buffer – Lot 27

This confirms that Icon is the owner of Lot 27 and that we will contribute \$2,500 towards the creation of a landscaping buffer between the property and the 3rd phase of Hawthorn Trails.

Enjoy the rest of your day.

Regards,

A handwritten signature in cursive script, appearing to read 'Charlie Murphy'.

Charlie Murphy
President/CEO

EXHIBIT G
FINAL ENGINEERING PLANS AND SPECIFICATIONS

EROSION CONTROL NOTES AND DETAILS

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING NOTES AND DETAILS.

2. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE SITE IS STABILIZED.

3. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE REPAIRED OR REPLACED AS NECESSARY.

4. EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FINAL SITE DEVELOPMENT.

5. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND DETAILS:

6. CHANNEL INSTALLATION: CHANNELS SHALL BE INSTALLED IN ACCORDANCE WITH THE CHANNEL INSTALLATION DETAIL. CHANNELS SHALL BE CONSTRUCTED OF CONCRETE OR STEEL AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. CHANNELS SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FINAL SITE DEVELOPMENT.

7. SLOPE INSTALLATION: SLOPES SHALL BE INSTALLED IN ACCORDANCE WITH THE SLOPE INSTALLATION DETAIL. SLOPES SHALL BE CONSTRUCTED OF SOIL OR ROCK AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. SLOPES SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FINAL SITE DEVELOPMENT.

8. SHORELINE INSTALLATION: SHORELINES SHALL BE INSTALLED IN ACCORDANCE WITH THE SHORELINE INSTALLATION DETAIL. SHORELINES SHALL BE CONSTRUCTED OF CONCRETE OR STEEL AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. SHORELINES SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FINAL SITE DEVELOPMENT.

9. STABILIZED CONSTRUCTION ENTRANCE: STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED IN ACCORDANCE WITH THE STABILIZED CONSTRUCTION ENTRANCE DETAIL. STABILIZED CONSTRUCTION ENTRANCES SHALL BE CONSTRUCTED OF SOIL OR ROCK AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. STABILIZED CONSTRUCTION ENTRANCES SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FINAL SITE DEVELOPMENT.

10. SILT FENCE INSTALLATION: SILT FENCES SHALL BE INSTALLED IN ACCORDANCE WITH THE SILT FENCE DETAIL. SILT FENCES SHALL BE CONSTRUCTED OF SOIL OR ROCK AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. SILT FENCES SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FINAL SITE DEVELOPMENT.

11. INLET PROTECTION - PAVED AREAS DROP-IN PROTECTION: INLET PROTECTION SHALL BE INSTALLED IN ACCORDANCE WITH THE INLET PROTECTION - PAVED AREAS DROP-IN PROTECTION DETAIL. INLET PROTECTION SHALL BE CONSTRUCTED OF SOIL OR ROCK AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. INLET PROTECTION SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FINAL SITE DEVELOPMENT.

12. STONE RIP RAP DETAIL: STONE RIP RAP SHALL BE INSTALLED IN ACCORDANCE WITH THE STONE RIP RAP DETAIL. STONE RIP RAP SHALL BE CONSTRUCTED OF SOIL OR ROCK AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. STONE RIP RAP SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FINAL SITE DEVELOPMENT.

13. TEMPORARY SEDIMENT DEWATERING DEVICE: TEMPORARY SEDIMENT DEWATERING DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE TEMPORARY SEDIMENT DEWATERING DEVICE DETAIL. TEMPORARY SEDIMENT DEWATERING DEVICES SHALL BE CONSTRUCTED OF SOIL OR ROCK AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. TEMPORARY SEDIMENT DEWATERING DEVICES SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FINAL SITE DEVELOPMENT.

STONE RIP RAP DETAIL

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STAPLE PATTERN GUIDE

1. STAPLE PATTERN GUIDE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES AND DETAILS:

2. STAPLE PATTERN GUIDE SHALL BE CONSTRUCTED OF SOIL OR ROCK AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

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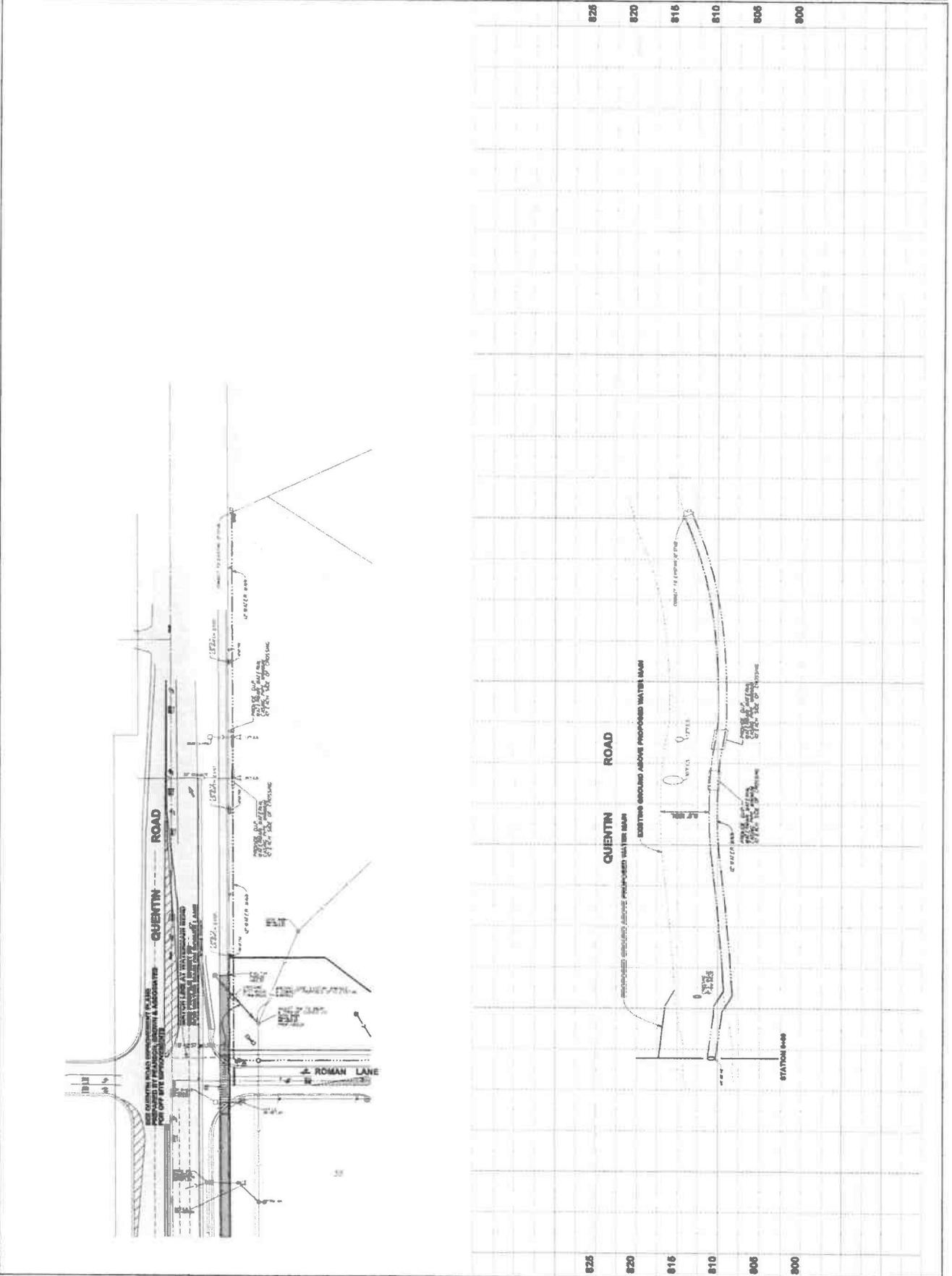
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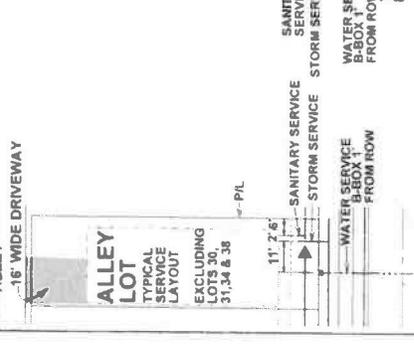
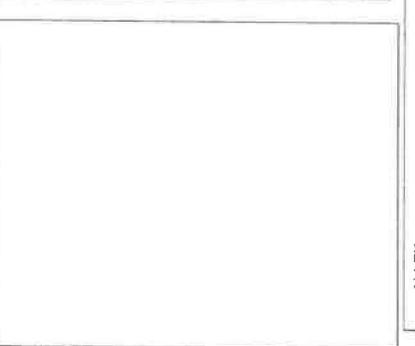
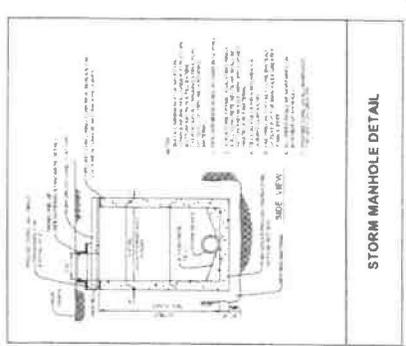
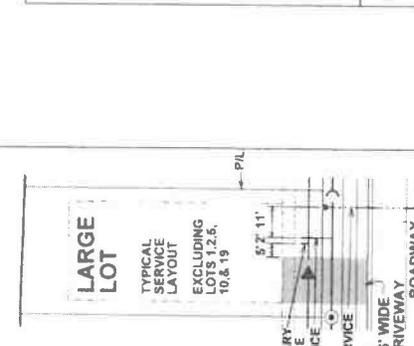
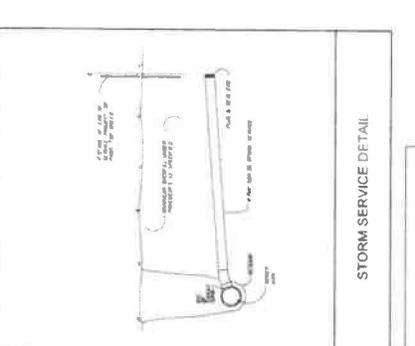
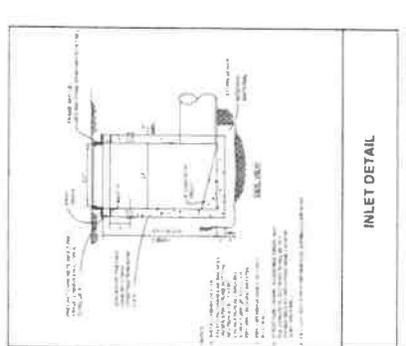
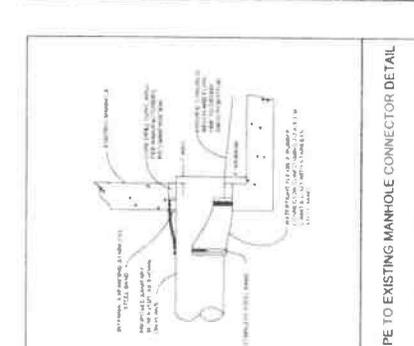
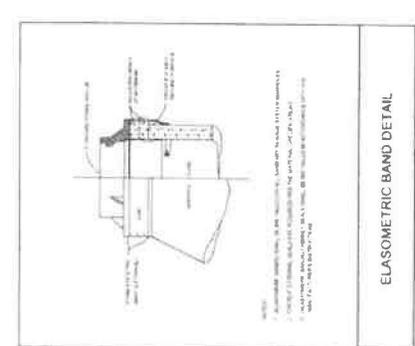
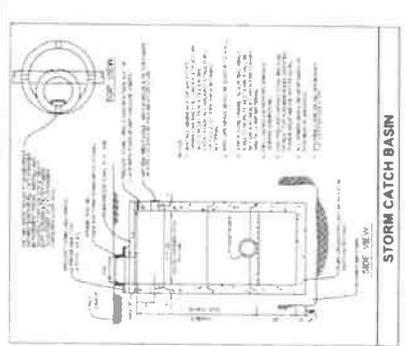
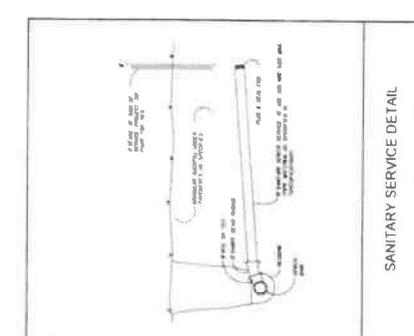
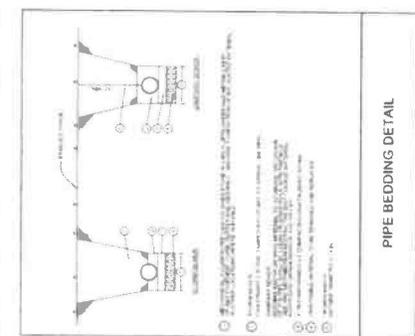
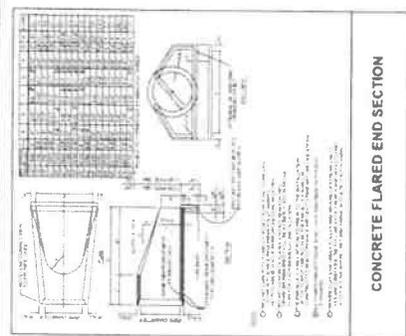
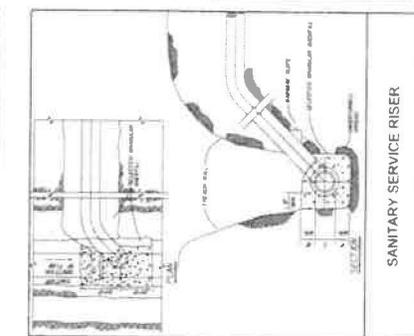
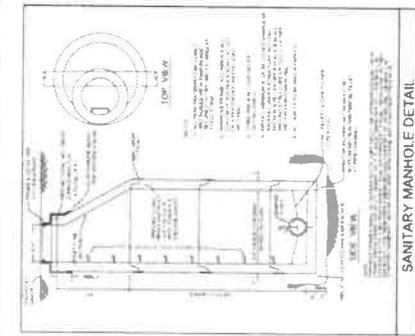
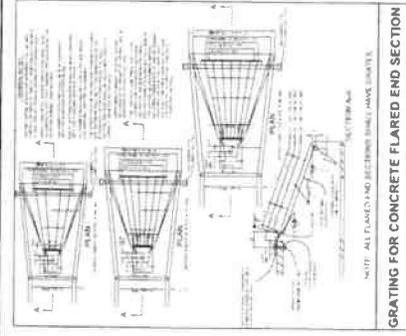
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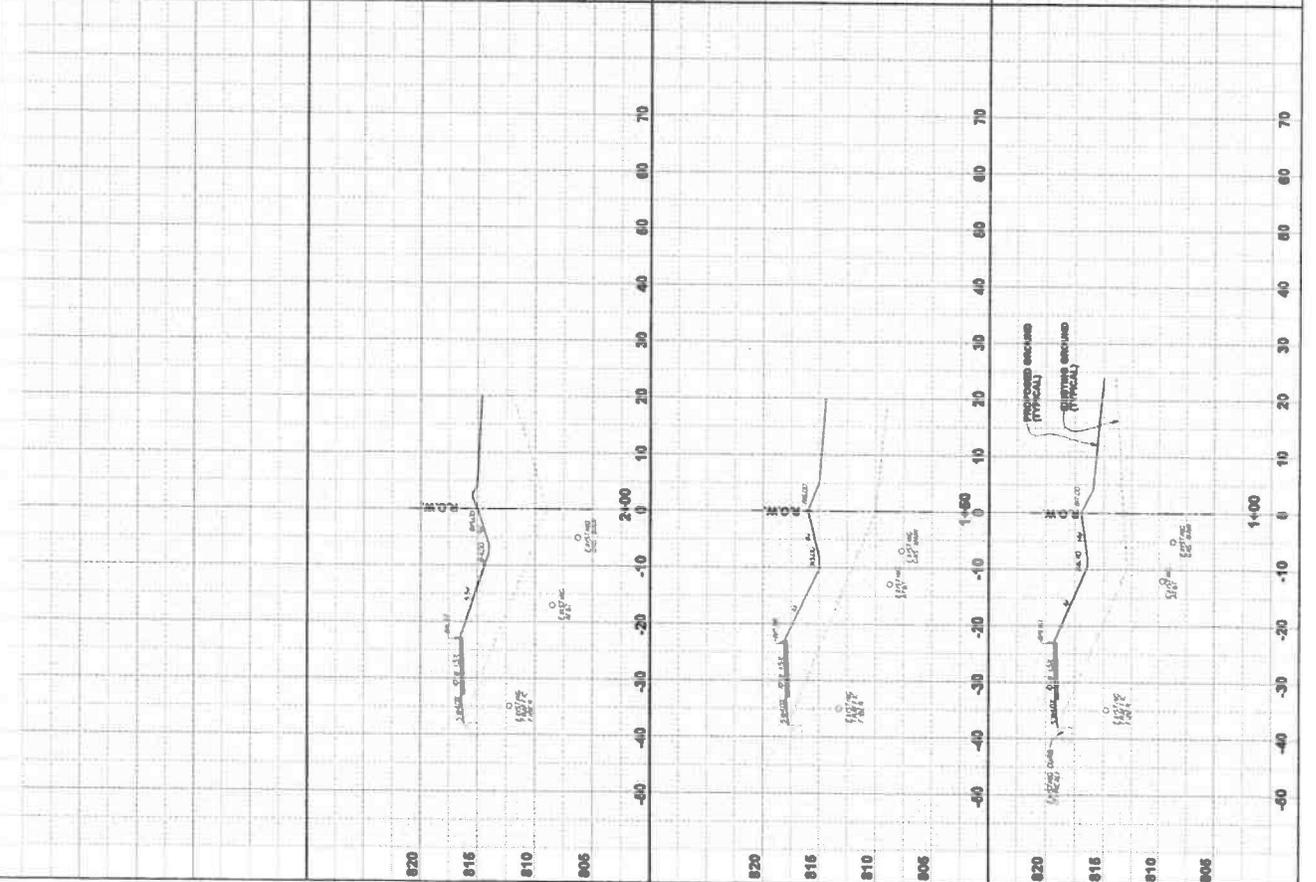
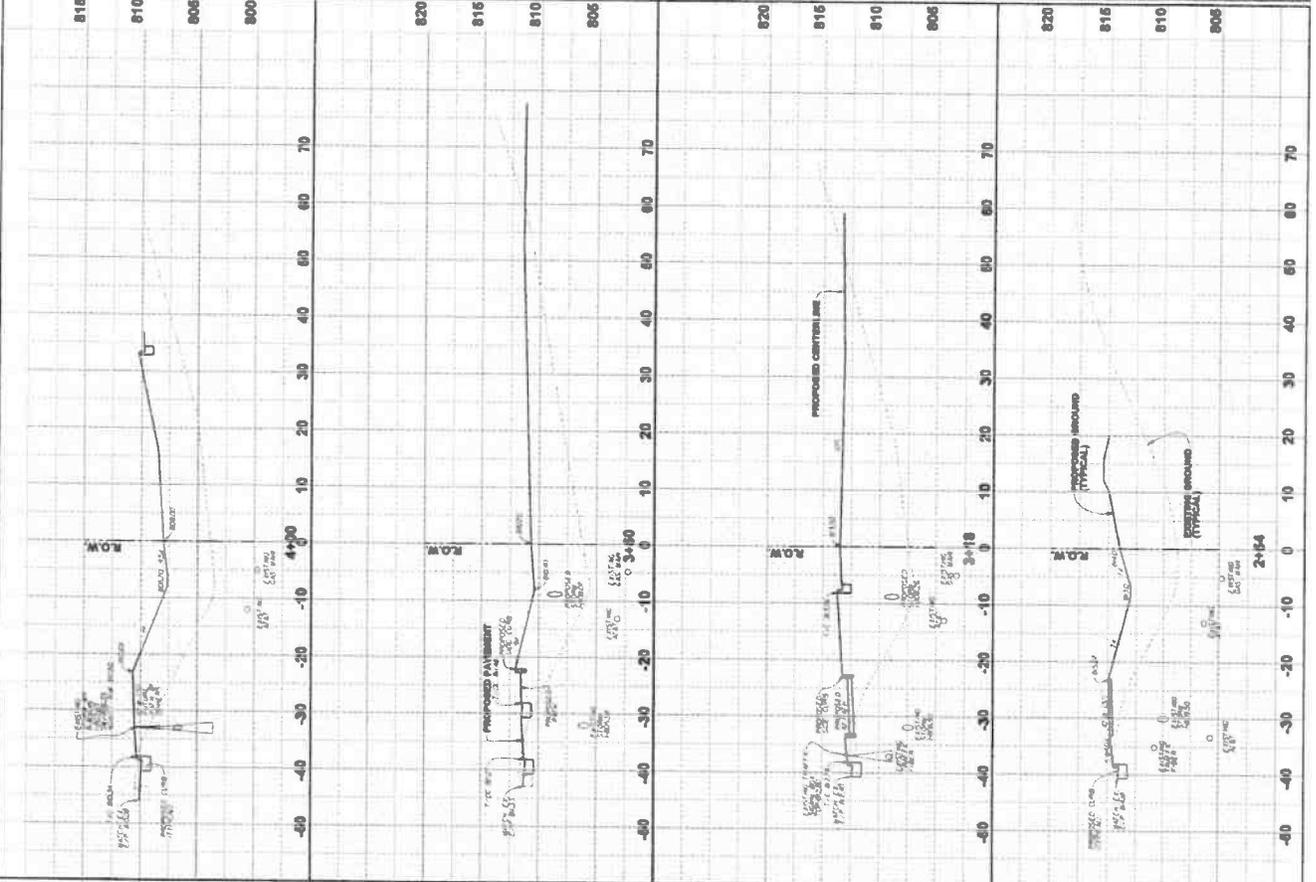
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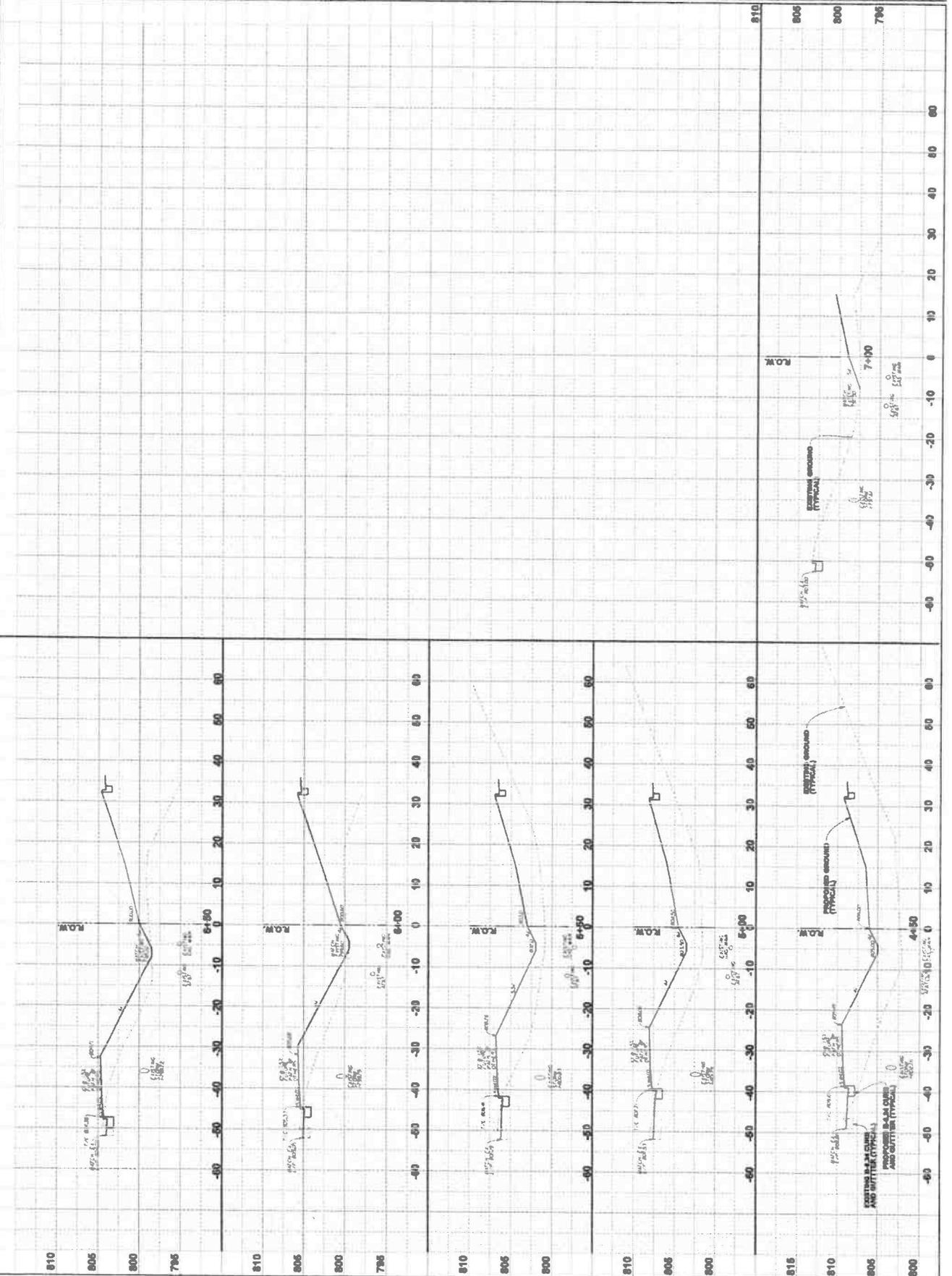
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TYPICAL SERVICE LAYOUT DETAIL





PEARLSON, BROWN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 100 W. BROADWAY, SUITE 200
 NEW YORK, N.Y. 10038
 PHONE (212) 368-1000
 FAX (212) 368-1001



PROJECT NO. 10000
 SHEET NO. 1000
 DATE: 10/1/88

SHEET NUMBER
B
 OF 22 SHEETS

HAWTHORN TRAILS PHASE 3

DATE BY
 REVISIONS

LOT COVERAGE EXHIBIT

**LOT COVERAGE
 CALCULATION
 LOTS 18-37**
 SCALE: 1/4" = 20' NTS



NOTE:
 RECLAIMABLE PAVEMENT MATERIALS SHALL BE CONSIDERED AS PERVIOUS SURF ARE

TOTAL LOT AREA	3264.00 S.F.
DRIVEWAY	1872.00 S.F.
TRUCK WALKS	2380.50
TOTAL	4252.50

PAVING COVERAGE SURFACE 10.8177
 MAXIMUM IMPERVIOUS SURFACE 62.2094
 PERCENT IMPERVIOUS SURFACE 5.83

**LOT COVERAGE
 CALCULATION
 LOTS 1-17**
 SCALE: 1/4" = 20' NTS



NOTE:
 RECLAIMABLE PAVEMENT MATERIALS SHALL BE CONSIDERED AS PERVIOUS SURF ARE

TOTAL LOT AREA - 4190.00 S.F. (Impervious)	2562.00 S.F.
DRIVEWAY	180 S.F.
TRUCK WALKS	2883.50
TOTAL	3045.50

PAVING COVERAGE SURFACE 24.877
 MAXIMUM IMPERVIOUS SURFACE 62.2094
 PERCENT IMPERVIOUS SURFACE 15.86

VERT. SCALE 1" = 5'
HORIZ. SCALE 1" = 10'

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 W. BROADWAY, SUITE 200
DENVER, CO 80202
TEL: (303) 733-1100
FAX: (303) 733-1101
WWW.PEARSONBROWN.COM



PROJECT NO. 10000000000000000000
SHEET NO. 10000000000000000000
DATE 10/10/10

HAWTHORN TRAILS PHASE 3

DESCRIPTION

DATE BY

REVISIONS

OFFSITE CROSS SECTIONS

SHEET NUMBER
D
OF 21 SHEETS

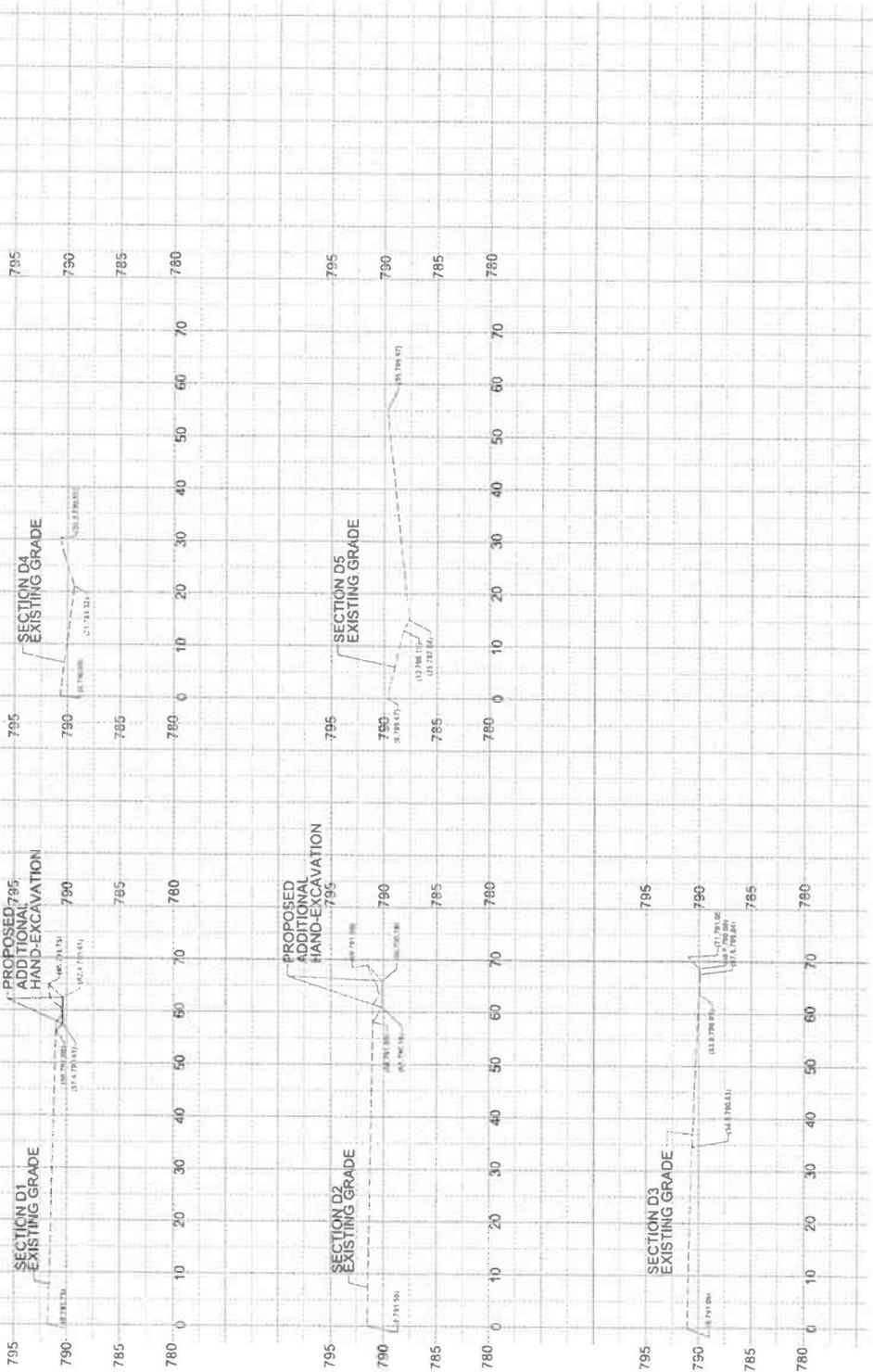


EXHIBIT H

TRAFFIC ENFORCEMENT AGREEMENT

Hawthorn Woods Police Department



2 Lagoon Drive
Hawthorn Woods, IL 60047-9061

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

An Agreement

**Between the Village of Hawthorn Woods and HAWTHORN 45 LLC, d/b/a FOXFORD COMMUNITIES
for the Imposition of Speed and Traffic Control Restrictions and the Enforcement thereof
by the Hawthorn Woods Police Department.**

The Village of Hawthorn Woods, an Illinois municipal corporation in the State of Illinois (hereafter referred to as "the Village"), and HAWTHORN 45 LLC, d/b/a FOXFORD COMMUNITIES (hereafter referred to as "Developer"), do hereby covenant and agree, one with the other,

THAT:

WHEREAS, Developer is the owner of the property known as Hawthorn Trails Phase 3 Subdivision, developed on certain real property, located in the Village; and

WHEREAS, access roads have been established within the property currently under development with streets not yet dedicated to the Village; and

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

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

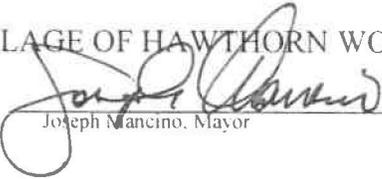
1. That this Agreement is entered into pursuant to the provisions of 65 ILCS 5/1-1-7 and 625 ILCS 5/11-209.1 (1994) as amended.

2. That the Developer requests and authorizes the Village to establish and maintain traffic control restrictions within the property at the locations as depicted on the Traffic Enforcement Agreement Map attached hereto as Exhibit A.
3. That the Developer agrees upon execution hereof to post the appropriate official stop signs as required pursuant to Chapter 2, Section 6-2-4 (B) of the Municipal Code of the Village, which will add the locations depicted on Exhibit A hereto as stop street intersections.
4. That a speed limit of 25 miles per hour shall be established on the roadway depicted on Exhibit A.
5. That said roadway shall be appropriately posted with stop signs and speed limit signs and the Developer shall pay the cost of said signs and the cost of installation and maintenance thereof.
6. That the Developer, in coordination with the Village, agrees upon execution hereof to post the appropriate official No Parking signs as required pursuant to Title 6, Chapter 3, Section 6-3-1 et al of the Municipal Code of the Village, which will add the locations depicted on Exhibit A hereto as No Parking locations.
7. That the Village shall enforce the speed limit, traffic controls and other vehicular movement violations, which contribute to traffic crashes and unsafe operation of vehicles, as well as enforce on-street parking regulations.
8. That establishment of said speed limits and traffic controls and the enforcement of these restrictions by the Village in no way constitutes a dedication of any of the Developer's real property to public use until such time as the Village's FINAL ACCEPTANCE of said real property.
9. That this Agreement shall be binding upon any and all successors, assigns or grantees of the Developer.
10. That the Village will cause this Agreement to be promptly recorded with the Lake County Recorder of Deeds Office at the Developer's expense.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the appropriate officers and their corporate seals affixed this 25th day of May 2017

VILLAGE OF HAWTHORN WOODS

By:


Joseph Mancino, Mayor

ATTEST:

By:


Donna Lobaito, Village Clerk

EXHIBIT I
TREE PRESERVATION PLAN

