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Page 1 of 11
Fees: \$50.00
Lake County IL
Anthony Vega Lake County Clerk
File **8057950**

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STATE OF ILLINOIS)
)
COUNTY OF LAKE)

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

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

ORDINANCE NO. 2361-24

AN ORDINANCE AUTHORIZING THE MAYOR AND THE VILLAGE CLERK TO EXECUTE A TRAFFIC SIGNAL AGREEMENT WITH HH-OP 2, LLC—TIMBER POINTE

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

WITNESS my hand and the corporate seal of said Village, this 19th day of September 2024.

Donna Lobaito, Village Clerk



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

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ORDINANCE NO. 2361-24

AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ENTER INTO A TRAFFIC SIGNAL AGREEMENT WITH HH-OP 2, LLC—TIMBER POINTE

WHEREAS, HH-OP 2, LLC (“Developer”) is the owner of the property known as the Barn at Timber Pointe, developed on certain real property, located in the Village of Hawthorn Woods, an Illinois municipal corporation in the State of Illinois (“Village”); and

WHEREAS, a traffic signal was required at the intersection of Gilmer Road and North Fremont Center Road; and

WHEREAS, the Village entered into a Master Signal Agreement with County of Lake for energy costs, maintenance costs, and further costs associated with the traffic signal; and

WHEREAS, the Developer has agreed to install the fourth leg of the traffic signal for the benefit of the parcel.

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 the recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Ordinance.

SECTION TWO: That the Mayor and Village Clerk be and the same are hereby authorized and directed to execute a Traffic Signal Agreement with HH-OP 2, LLC in substantially the form attached hereto and 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 THREE: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, superseded by this Ordinance.

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

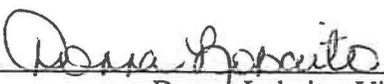
The foregoing Ordinance was passed by a roll call vote as follows:

AYES: Kaiser, McIntyre, Pyschke, Bauer, Hurst, Arman

NAYS: 0

ABSENT AND NOT VOTING: 0

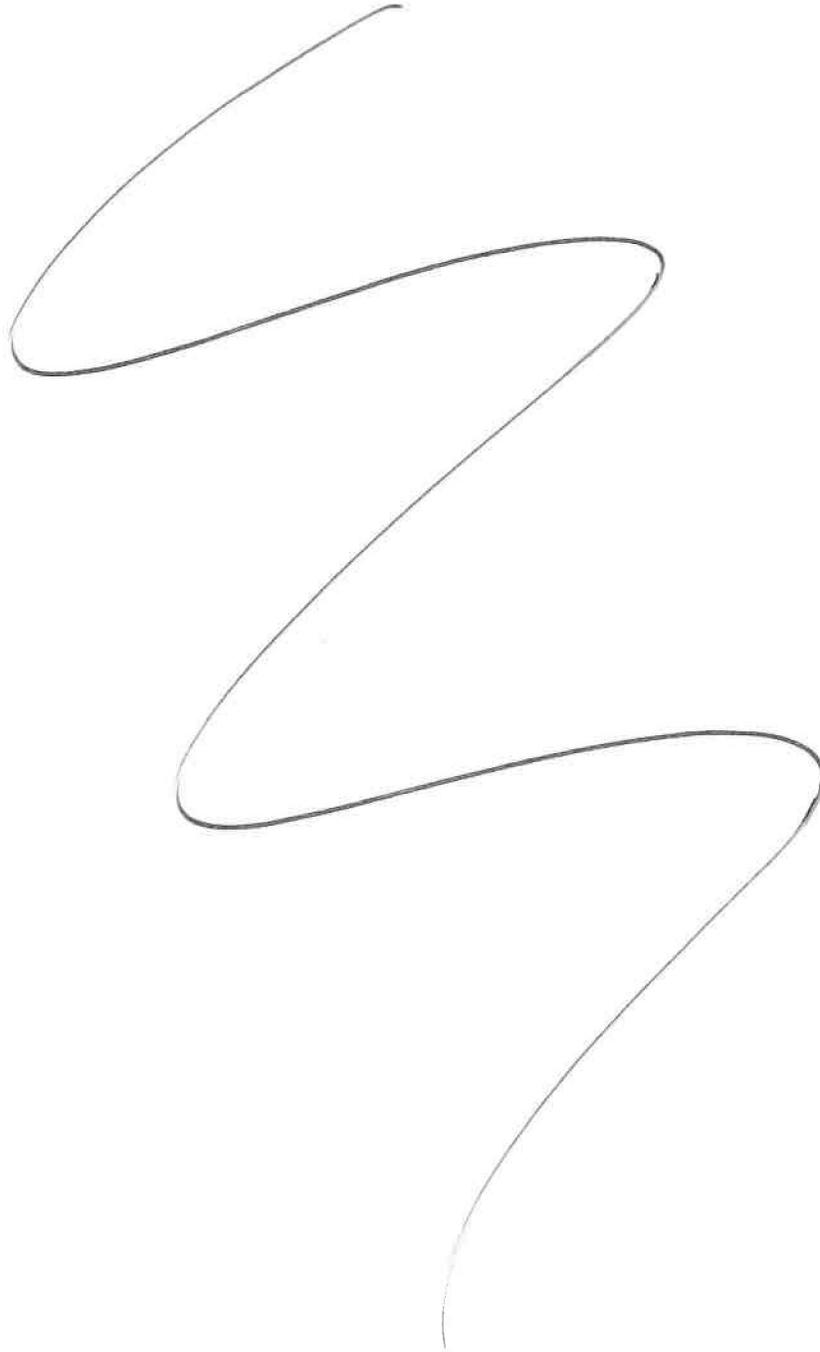
APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: June 24, 2024

APPROVED: June 24, 2024

**TRAFFIC SIGNAL AGREEMENT
EXHIBIT A**



This Instrument Prepared By:

Patrick T. Brankin
Schain Banks Kenny & Schwartz, Ltd.
70 W. Madison Street
Suite 5400
Chicago, Illinois 60602

~~Upon Recordation Mail To:~~

Patrick T. Brankin
Schain Banks Kenny & Schwartz, Ltd.
70 W. Madison Street
Suite 5400
Chicago, Illinois 60602

TRAFFIC SIGNAL AGREEMENT

THIS TRAFFIC SIGNAL AGREEMENT (the "Agreement") is made as of this 27th day of June, 2024, by and between HH-OP 2, LLC a Wisconsin Limited Liability Company, or its successors and assigns ("Developer"), and the Village of Hawthorn Woods ("Village"), individually a "Party" and collectively the "Parties."

RECITALS

WHEREAS, the Developer is the owner of the property located at the southwest corner of Gilmer Road and North Fremont Center Road, Hawthorn Woods, Illinois and legally described on Exhibit A hereto (the "Parcel"); and

WHEREAS, the Village has entered into a certain Master Signal Agreement between the County of Lake and Village of Hawthorn Woods for Energy Costs, Maintenance Costs, and Further Costs Associated with County Owner Traffic Control Devices dated June 17, 2011 (the "Master Agreement") with Lake County Department of Transportation ("LCDOT") for the traffic signals located within the municipal boundaries of the Village and attached hereto as Exhibit B; and

WHEREAS, the Developer has agreed to install the fourth leg (twenty five percent) of the traffic signal (the "Traffic Signal") at Gilmer Road and N. Fremont Center Drive for the benefit of the Parcel; and

WHEREAS, the Village will bill the Developer for its share of the Traffic Signal Costs (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Agreement.** Upon completion of the proposed development and upon activation (being upon power being supplied to the Traffic Signal)("Acceptance") of the Traffic Signal, the LCDOT will assume the ownership, maintenance and responsibility for the Traffic Signal pursuant to the Master Agreement. The Village shall use its best efforts ensure that LCDOT makes all necessary repairs to the Traffic Signal to provide for the continuous operation of the Traffic Signal, to the extent reasonably possible. The Master Agreement requires that upon Acceptance of the Traffic Signal LCDOT shall be responsible for 75% of the maintenance and future routine maintenance costs for the Traffic Signal and the Developer shall be responsible for 25% of the maintenance and future routine maintenance costs of the Traffic Signal along with 100% of the energy costs for the Traffic Signal (which shall be separately metered such that the energy costs for the Traffic Signal can be separately identified) (with such 25% share being the

“Developer’s Share of Costs”). The Village will ensure that all items listed under the Master Signal agreement are enforced. Neither the Village nor the Developer shall be responsible for liability, damages and expenses relating to or arising out of liability and /or repairs from vehicle accidents, storms, power surges and the like. The Village shall provide Developer with a detailed statement of the Developer’s Share of Costs and Developer agrees to pay said amounts within 30 days of receiving an invoice for same.

2. **Default.** In the event the Developer or its successor fails to pay the Developer’s Share of Costs, the Village may, in addition to all other remedies available at law, including but not limited to specific performance, enact a dormant Special Service Area to collect such charges, the enactment of said dormant Special Area is hereby agreed to by the Developer. In addition to all other remedies, in the event Developer breaches this Agreement, Village may terminate the Agreement by notifying Developer in writing of its election to terminate.
3. **Assignment.** Developer’s obligations under this Agreement shall run with the land such that in the event that the Developer sells the Parcel, each subsequent owner of the Parcel shall be bound by this Agreement. The parties agree this Agreement may be recorded against the Parcel.
4. **Entire Agreement.** This Agreement and Exhibits "A" and "B", which are attached hereto and made a part hereof, constitute the entire agreement between Developer and Village, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Parcel and Traffic Signal, other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Developer or Village unless in writing and signed by both Developer and Village.
5. **Headings.** The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
6. **Severability.** If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
7. **Counterparts.** This Agreement can be executed in counterparts, each of which shall be an original and, together will constitute a fully executed and binding contract. The exchange of executed signature pages by facsimile or electronic email Portable Document Format (PDF) transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. In the event this Agreement is executed by the exchange of facsimile or electronic email Portable Document Format (PDF) copies, the Parties agree that upon written notice from one Party to another, to exchange ink-signed counterparts promptly after the execution and delivery of this Agreement.
8. **Termination.** In the event that the Traffic Signal is removed, then this Agreement shall immediately terminate.
9. **Binding Effect.** All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, assigns of both parties hereto.
10. **Applicable Law, Place of Performance.** This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

11. **Notice.** All notices to be given pursuant to this Agreement shall be in writing and shall be given by telefacsimile, by personal service, by United States Mail or by United States Express Mail or by other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate Party at the address or telefacsimile number set forth below:

DEVELOPER:

HH-OP 2 LLC:
1400 N. Water Street, Suite 500
Milwaukee, WI 53202

With a copy to:

Amundsen Davis LLC
Attn: Lisa Wood
111 E. Kilbourn Ave, Suite 1400
Milwaukee, WI 53202

VILLAGE:

Village of Hawthorn Woods
2 Lagoon Drive
Hawthorne Woods, IL 60047

With a copy to:

Patrick T. Brankin
Schain Banks Kenny & Schwartz, Ltd.
70 W. Madison Street
Suite 5400
Chicago, Illinois 60602

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

Executed as of the date first above written.

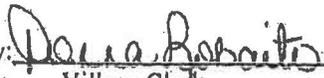
The Village of Hawthorn Woods, an Illinois municipal corporation

By: 

Name: Dominick DiMaggio

Its: Mayor

ATTEST

By: 
Its: Village Clerk

**Developer:
HH-OP 2, LLC, a Wisconsin limited liability company**

By: 

Name: Michael Hammes

Its: PRESIDENT

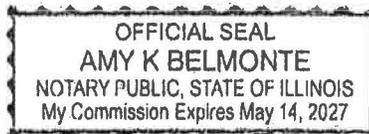
STATE OF Illinois)
) ss.
COUNTY OF Lake)

On this 25th day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Dominick DiMaggio, to me known to be the Mayor of the Village of Hawthorn Woods, an Illinois municipal corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires: May 14, 2027

Amy K. Belmonte
Notary Public



STATE OF Wisconsin)
) ss.
COUNTY OF Douglas)

On this twenty eighth day of June, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael J Hammes, to me known to be the President of HH-OP 2, LLC, a Wisconsin limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires: NOV 19, 2025

Cathy Hamm
Notary Public



EXHIBIT A

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

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

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

(B) THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF GILMER ROAD (STATE AID ROUTE 26) AS PER DOCUMENT 439386 WITH THE CENTER LINE OF STATE BOND ISSUE ROUTE 176 AS PER DOCUMENT 337653; THENCE SOUTHEASTERLY ALONG THE

CENTER LINE OF GILMER ROAD, WHICH IS ASSIGNED A BEARING OF SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST FOR THE PURPOSE OF DESCRIPTION ONLY, A DISTANCE OF 104.6 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2864.90 FEET, A DISTANCE OF 234.51 FEET TO A POINT ON SAID CENTER LINE OF GILMER ROAD AND THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID CURVED LINE (BEING THE CENTER LINE OF SAID GILMER ROAD), A DISTANCE OF 64.52 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 936.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID; THENCE SOUTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID, A DISTANCE OF 1313.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00 DEGREES 34 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 225.40 FEET TO THE AFOREMENTIONED CENTER LINE OF STATE BOND ISSUE ROUTE 176; THENCE NORTHEASTERLY ALONG THE SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING A CURVED LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1273.00 FEET), A DISTANCE OF 232.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST, ALONG SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING TANGENT WITH LAST DESCRIBED CURVED LINE), A DISTANCE OF 680.04 FEET TO A POINT (SAID POINT BEING 450.16 FEET SOUTHWEST OF THE POINT OF COMMENCEMENT, AS MEASURED ALONG THE CENTER LINE OF SAID STATE BOND ISSUE ROUTE 176); THENCE SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 340.92 FEET TO A POINT; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST (PARALLEL WITH THE AFORESAID CENTER LINE OF STATE BOND ISSUE ROUTE 176), A DISTANCE OF 440.35 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED); AND

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