

ORDINANCE NO. 2410-24

AN ORDINANCE AUTHORIZING THE REDUCTION OF THE CASH BOND FOR
TIMBER POINTE BARN – HH-HW-RE, LLC

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, hereby authorized and directed to reduce the cash bond held for Timber Pointe Barn to the amount of \$543,701.07, in substantially the form attached hereto as Exhibit "A", and, by this reference made a part hereof, with such changes as are approved by the Mayor and Village Attorney.

The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on November 25, 2024:

AYES: Kaiser, McCarty, Rychar, Hunt, Aman

NAYS: 0

ABSENT AND NOT VOTING: Boyer

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: Nov. 25, 2024

APPROVED: Nov. 25, 2024



Department of Public Works
Memorandum

TO: Mayor Dominick DiMaggio
Village Board of Trustees
Pamela O. Newton, Chief Operating Officer

FROM: Erika M. Frable, P.E.
Director of Public Works/Village Engineer

SUBJECT: Timber Pointe Barn (HH-HW-RE, LLC) Bond Reduction #1

DATE: November 6, 2024

HH-HW-RE is requesting a bond reduction in the amount of \$543,701.07 for stormwater improvements from the cash bond they deposited with the Village. CBBEL has inspected the site, reviewed as-built drawings and reviewed the bond reduction and recommends the reduction. This request would reduce the bond from \$604,112.30 to \$60,411.23.

The Cash Bond Agreement for HH-HW-RE, LLC for Timber Point Barn allows the bond to be reduced based upon the Village Engineer's recommendation as well as approved by the Village Board of Trustees. It also requires that it not be reduced below 10% of the original value, which is in accordance with LCSMC's Watershed Development Ordinance.

I have reviewed the bond reduction and recommend that the bond be reduced in the amount of \$543,701.07, from \$604,112.30 to \$60,411.23.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

October 23, 2024

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

Attention: Erika Frable, Director of Public Works/Village Engineer

Subject: Timber Point Barn
27951 N. Gilmer Road, Village of Hawthorn Woods
Second review of as built survey
Punch list items from site walk through
(CBBEL Project No. 02-65H276)

Dear Erika:

As requested, Christopher B. Burke Engineering Ltd. (CBBEL) performed a walk-through inspection of The Barn at Hawthorn Woods project and reviewed the following material related to project close out:

- "The Barn as-built survey" dated September 17, 2024 by R.E. Allen Associates
- "Floodplain Fill-Comp Record Storage Calcs"
- "Stormwater Maintenance Plan" recorded September 26, 2024
- EOPCC for bond reduction request dated April 14, 2024

The following items were identified during the review and the walk-through. We recommend that these items be addressed prior to approval of the site/civil improvements and that the surety be reduced to \$60,463.20.

Punch List Items from Walk-through on October 3, 2024:

1. The compensatory storage areas were constructed in substantial conformance with the approved design dated May 18, 2023.
2. There are filter baskets and fabric in storm structures that should be removed.
3. The double site silt fence along the west side of the site should be removed.
4. On the south side of building, there are two yard drains where grading needs to be adjusted. The rim of one of the inlets is about 12" above the grade of the surrounding grass, the other is about 6 inches above the surrounding grades.
5. There is a low spot in the grass near the northeast corner of the parking lot that needs to be re-graded to avoid standing water.
6. At the Gilmer Road entrance, temporary traffic signals are still in place for eastbound traffic.
7. The Gilmer Road entrance is not striped per the detail on the approved plans.

8. The Temporary Stormwater Sediment Device is still in place and should be removed.
9. The proposed floodplain in the northeast portion of the site appears to have new grade stakes for additional grading yet to be completed.
10. Flared end section #20 has vegetation growing within the rip rap that should be removed.
11. There are abandoned ditch checks near the flared end section #21 that should be removed.
12. There is approximately 3 LF of spalled/cracked curb and gutter about 6 feet south of Inlet #7 that should be replaced.

Stormwater As-builts and Volume Calculations:

1. The compensatory storage areas were constructed in substantial conformance with the approved design dated May 18, 2023.
 - a. Recorded floodplain fill volume = 5.25 acre-feet
 - b. Required compensatory storage volume = 6.30 acre-feet
 - c. Recorded floodplain cut volume = 6.32 acre-feet
2. As a community participating in the National Flood Insurance Program (NFIP), the Village needs to have on file the Letter of Map Amendment (LOMA) paperwork (survey, etc.) that was submitted to FEMA. Note the LOMA information provided is the FEMA paperwork, the Village will need on file the information supplied to FEMA.
3. A recorded plat of easement should be provided to the Village.
4. There is a water tank shown on the as built survey on the south side of the Barn building that was not on the approved plans. Indicate what this tank is for, and if there is adequate space for vehicles to access parking spaces to the south of the tank.

Punch List Items for Native Landscaping from Walk Through on October 9, 2024

1. The native seed mix in the driveway circle was not present; this area contains only mowed turfgrass. Turfgrass should be removed, herbicided and burned or scalp mowed off, and the specified native seed mix, IDOT Class 4A, should be installed.
2. There are very sparse native plants within the native detention basin. It appeared as if the specified seed mixes had not been installed because none of those plants species were present. The basin was dominated entirely by pioneer annual grasses and broadleaf weeds including foxtail, barnyard grass, horseweed, cocklebur, and others. The undesirable cattail was dense and dominant throughout the wetter channel and inundated portion of the basin. Weeds should be controlled by mowing, removal or burning off mowed vegetation, and herbiciding of cattail. We recommend that the specified IDOT Class 4B seed mix should be installed in the basin bottom and Class 4A grass seed mix be installed on the basin slopes.
3. The entire graded, disturbed seeding area was also dominated by the same pioneer annual grasses and broadleaf weeds mentioned in No. 2 above. It appeared as if the specified seed mix had not been installed because none of those plant species were present. Weeds should be controlled by mowing, removal or burning off mowed vegetation, and the specified IDOT Class 3 seed mix should be installed in all of the graded disturbed areas.
4. The compensatory storage areas where stormwater culverts drain, located on both sides of the entrance road along Gilmer Road, also contained grass and broadleaf weeds and very sparse desirable native plants. The staked and re-graded area south of the entrance road contained a large bare soil area, approximately one-quarter acre. Weeds should be controlled by mowing, removal or burning off mowed vegetation, and the IDOT Class 4B seed mix should be installed in the bottoms of these areas receiving stormwater drainage, in addition to the specified Class 3 seed mix. Erosion control blanket should be installed over the large bare soil area that is devoid of vegetation to protect from erosion.

5. There did not appear to be erosion control blanket installed on the basin slopes nor graded areas steeper than 3(H) to 1(V) slopes. Erosion control blanket may be recommended for installation following weed control and seed installation, if the existing weedy vegetation duff remaining after weed control does not adequately protect the graded basin and other graded slopes from erosion.

If you have any questions, please contact me at your convenience.

Sincerely,



Jack Gallagher, PE
Senior Civil Engineer

cc: Erika Frable, Village of Hawthorn Woods
Pam Newton, Village of Hawthorn Woods
Lee Fell, CBBEL
Darren Olson, CBBEL

ORDINANCE NO. 2259-23

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CASH BOND AGREEMENT -
HH-HW-RE, LLC – 27901 GILMER ROAD, HAWTHORN WOODS, IL

WHEREAS, on or about May 5, 2022, HH-HW-RE, LLC, as applicant ("Applicant"), filed an application for a special use permit for a special use planned development for the construction of an event venue on the property legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"); and,

WHEREAS, the Village reviewed and approved a special use permit to allow for the construction of the event venue on or about November 28, 2022; and,

WHEREAS, as part of the approval of said special use permit, the Applicant proposed to construct a building with associated parking and stormwater management facilities on said Property; and,

WHEREAS, Applicant desires to satisfy said requirement by submitting a Cash Bond as improvement security.

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: The preambles set forth hereinabove are incorporated herein as substantive provisions of this Ordinance as if fully set out in this Section One;

SECTION TWO: The Mayor and Village Clerk be, and the same are, hereby authorized to execute the Cash Bond Agreement with HH-HW-RE, LLC, in substantially the same form as attached hereto as Exhibit B;

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.

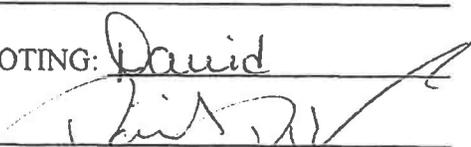
SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

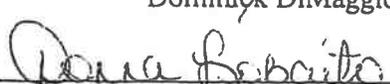
The foregoing Ordinance was passed by a roll call vote as follows:

AYES: Kaiser, McCarty, Legler, Beyer, Herx

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: March 27, 2023

APPROVED: March 27, 2023

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT A:

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

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 AND THE 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).

TRACT B:

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

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

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

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

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

23 SECONDS EAST, ALONG SAID CENTER LINE OF STATE BOND ISSUE ROUTE 176 (BEING TANGENT WITH LAST DESCRIBED CURVED LINE), A DISTANCE OF 680.04 FEET TO A POINT (SAID POINT BEING 450.18 FEET SOUTH WEST OF THE POINT OF COMMENCEMENT, AS MEASURED ALONG THE CENTER LINE OF SAID STATE BOND ISSUE ROUTE 176); THENCE SOUTH 57 DEGREES 18 MINUTES 37 SECONDS EAST, A DISTANCE OF 340.92 FEET TO A POINT; THENCE NORTH 44 DEGREES 51 MINUTES 23 SECONDS EAST (PARALLEL WITH THE AFORESAID CENTER LINE OF STATE BOND ISSUE ROUTE 176), A DISTANCE OF 440.35 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED); AND

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

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

EXHIBIT "B"
CASH BOND AGREEMENT

CASH BOND AGREEMENT

This Cash Bond Agreement ("Agreement") is made as of March 27, 2023, between the Village of Hawthorn Woods, an Illinois municipal corporation, whose address is 2 Lagoon Drive, Hawthorn Woods, IL 60047 ("Village") and HH-HW-RE, LLC, whose address is 3121 County Road I, Saukville, WI 53080 ("Developer");

WHEREAS, the parties entered into an Annexation Agreement and Special Use Planned Development regarding the property located at the northwest corner of Illinois Route 176 and Gilmer Road, in the Village of Hawthorn Woods; and

WHEREAS, pursuant to the terms of said Planned Development, the Developer proposed to construct a building with associated parking and stormwater management facilities on said Property; and

WHEREAS, the Annexation Agreement provided that the Developer would provide adequate security as assurance to the Village for the construction of certain on-site improvements; and

WHEREAS, per Appendix E of the Lake County Watershed Development Ordinance, an improvement security is required to complete the construction of the stormwater management system and soil erosion and sediment control measurements required by the Watershed Development Permit, which is approved as part of the Planned Development.

WHEREAS, Developer desires to satisfy said requirement by submitting a Cash Bond as improvement security.

NOW, THEREFORE, in consideration of the foregoing and the mutual and independent promises set forth below, the parties agree as follows:

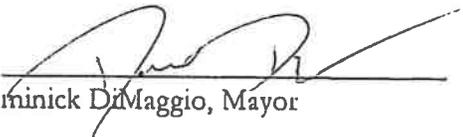
1. The above recitals are hereby adopted and hereby made a part of this Agreement.
2. Simultaneously with and as a condition of issuance of site development permits for the Project as referenced in the Planned Development, Developer will deposit \$604,112.30 with the Village in an account as a cash bond (the "Bond") for the improvements outlined in Exhibit "A" (the "Work"). This amount is exclusive of and in addition to any additional security or fees required for the Development.
3. Subject to the terms of this Agreement, the Bond shall be returned to Developer upon completion of the Work described in Exhibit "A" in a good and workmanlike manner and in compliance with applicable permits and approvals. Developer shall provide a written request for return of the Bond with evidence that the Work has been properly completed with all necessary lien waivers provided. Any release of the Bond must be reviewed and accepted by the Village Engineer as well as approved by the Village Board of Trustees.
4. If Developer fails to complete the Work as required within the time limits of the Planned Development, WDO or any other applicable rules or requirements, the Village may send a written notice of default to Developer describing the nature of the default. If Developer fails to remedy the default within seven business days after mailing of said notice, the Village may

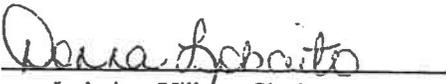
assert and seek any and all remedies at law or in equity; provided, however, that the Village's exercise of one or more remedies shall not preclude it from the alternate subsequent exercise of another remedy. In the Village's sole discretion, the Village may also undertake to remedy said default, including, but not limited to the hiring of contractors, and perform all or any portion of the Work within a reasonable period of time, and the Bond may be used to pay for said completion of any or all of the Work, including any administrative or attorney fees incurred as a result of the default. The funds shall be disbursed to the Village, or its contractor, as necessary to complete any or all of the Work; provided that any amount not required for completion of any or all of the Work, shall be returned to Developer. The Village shall submit written requests for disbursements with an itemization of work to be performed and the cost associated within each item to the Village Engineer.

5. Notices shall be sent to: HH-HW-RE, LLC, 3121 County Road I, Saukville, WI 53080 and to the Village at 2 Lagoon Drive, Hawthorn Woods, IL 60047, attention Chief Operating Officer.
6. The performance guarantee shall be valid for a minimum of one (1) year beyond the date of project completion or two (2) years from the start of construction, whichever is greater. The performance guarantee shall not be reduced below ten percent (10%) of the original value until project as-built drawings are accepted. The performance guarantee may not be further reduced before the completion of a minimum of two-year maintenance period.
7. Developer agrees to indemnify and hold harmless the Village from any reasonable expenses and fees associated with performing its duties under this Agreement; provided that such indemnification and hold harmless shall not apply to expenses and fees resulting from the gross negligence or willful misconduct of the Village or the wrongful conduct of the Village.
8. If a dispute arises between the Village and Developer concerning this Agreement and/or the Work the Village shall retain the Bond until the dispute is resolved by agreement between the Village and Developer or resolution by any other dispute resolution process including any litigation.
9. This Agreement may be signed in counterparts and by facsimile or electronic signature.
10. This Agreement may not be assigned and may only be modified by a written agreement between the parties.
11. This Agreement shall be exclusively interpreted, construed, and enforced in all respects in accordance with the laws of the State of Illinois without reference to its choice of law rules. The Parties hereto agree that venue for all disputes hereunder, or action on any obligation hereunder, will be exclusively brought in the appropriate courts in Lake County, Illinois, and the Parties irrevocably consent to the jurisdiction of such courts for any dispute hereunder or action on any obligation hereunder.
12. Waiver of Immunity. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

13. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. The parties agree to cooperate and take any actions or make such amendments of this Agreement which effectuate the intent of the parties and as may be necessary to maintain or preserve the legality of this Agreement.

VILLAGE OF HAWTHORN WOODS:

By 
Dominick DiMaggio, Mayor

By 
Donna Lobaito, Village Clerk

DEVELOPER:


HH-HW-RE, LLC

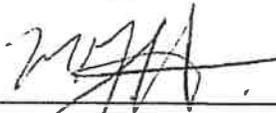
13. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. The parties agree to cooperate and take any actions or make such amendments of this Agreement which effectuate the intent of the parties and as may be necessary to maintain or preserve the legality of this Agreement.

VILLAGE OF HAWTHORN WOODS:

By _____
Dominick DiMaggio, Mayor

By _____
Donna Lobaito, Village Clerk

DEVELOPER:



HH-HW-RE, LLC

Exhibit "A"

Christopher B. Burke Engineering
 9375 W. Higgins Road Suite 600
 Rosemont, IL 60018

VILLAGE OF HAWTHORNWOODS
 THE BARN AT HAWTHORN WOODS
 (CBBEL PROJECT NO. 02854276)

ENGINEER'S OPINION OF PROBABLE COST

DATE: March 24, 2023

PREPARED BY: JADE
 CHECKED BY: JAL

NOTE - CBBEL ASSUMES PREVAILING WAGE RATES
 ARE BEING UTILIZED.

ITEM NO.		ITEM		QUANTITY		UNIT		DEVELOPER UNIT PRICE		2023 AVERAGE UNIT PRICES		DEVELOPER % OF CBBEL	
								UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST		
1	30" RCP STORM SEWER	312	LF	\$63.00	\$ 19,656.00	\$150.00	\$ 46,800.00	42%					
2	24" RCP STORM SEWER	149	LF	\$51.00	\$ 7,599.00	\$120.00	\$ 17,840.00	43%					
3	18" RCP STORM SEWER	160	LF	\$35.00	\$ 5,600.00	\$85.00	\$ 13,600.00	41%					
4	15" RCP STORM SEWER	665	LF	\$31.00	\$ 20,815.00	\$75.00	\$ 49,875.00	41%					
5	12" RCP STORM SEWER	710	LF	\$28.00	\$ 19,880.00	\$65.00	\$ 46,150.00	43%					
6	30" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	2	EA	\$3,951.00	\$ 7,902.00	\$6,000.00	\$ 12,000.00	66%					
7	24" RCP FES, COMPLETE INCL. GRATE	2	EA	\$3,351.00	\$ 6,702.00	\$4,500.00	\$ 9,000.00	74%					
8	24" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	1	EA	\$2,574.00	\$ 2,574.00	\$5,000.00	\$ 5,000.00	51%					
9	18" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	1	EA	\$1,990.00	\$ 1,990.00	\$4,000.00	\$ 4,000.00	50%					
10	15" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	1	EA	\$1,800.00	\$ 1,800.00	\$3,500.00	\$ 3,500.00	51%					
11	15" RCP FES, COMPLETE INCL. GRATE	1	EA	\$1,200.00	\$ 1,200.00	\$3,000.00	\$ 3,000.00	40%					
12	12" RCP FES, COMPLETE INCL. GRATE AND RIP-RAP	1	EA	\$951.00	\$ 951.00	\$2,500.00	\$ 2,500.00	38%					
13	5' STORM MANHOLE, COMPLETE	1	EA	\$3,260.00	\$ 3,260.00	\$5,500.00	\$ 5,500.00	59%					
14	6' CATCH BASIN, COMPLETE	1	EA	\$5,100.00	\$ 5,100.00	\$7,500.00	\$ 7,500.00	68%					
15	4' CATCH BASIN, COMPLETE	5	EA	\$2,158.00	\$ 10,790.00	\$4,500.00	\$ 22,500.00	48%					
16	3' CATCH BASIN, COMPLETE	2	EA	\$1,983.00	\$ 3,926.00	\$3,000.00	\$ 6,000.00	65%					
17	2' STORM INLET, COMPLETE	7	EA	\$1,295.00	\$ 9,065.00	\$2,000.00	\$ 14,000.00	65%					
18	OUTLET CONTROL STRUCTURE, COMPLETE	1	EA	\$6,500.00	\$ 6,500.00	\$8,000.00	\$ 8,000.00	81%					
19	HYDROCARBON REMOVAL STRUCTURE	1	EA	\$6,300.00	\$ 6,300.00	\$6,300.00	\$ 6,300.00	100%					
20	DEWATERING DEVICE	1	EA	\$2,956.00	\$ 2,956.00	\$2,956.00	\$ 2,956.00	100%					
21	GRANULAR TRENCH BACKFILL	715	LF	\$24.00	\$ 17,160.00	\$30.00	\$ 21,450.00	80%					
22	TELEWISE 100 YEAR STORM SEWER	1,096	LF	\$2.25	\$ 4,491.00	\$2.25	\$ 4,491.00	100%					
								TOTAL = \$	168,017.00	TOTAL = \$	312,002.00	81% (AVERAGE)	

ITEM NO.		ITEM		QUANTITY		UNIT		DEVELOPER UNIT PRICE		2023 AVERAGE UNIT PRICES		DEVELOPER % OF CBBEL	
								UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST		
1	STRIP SITE AS NEEDED, CUT & FILL SITE TO SUBGRADE & RESPREAD TOPSOIL.	1	LS	\$175,000.00	\$ 175,000.00	\$175,000.00	\$ 175,000.00						
2	SILT FENCE	2,965	LF	\$2.35	\$ 6,967.75	\$2.35	\$ 6,967.75						
3	1/4" 575BN EROSION CONTROL BLANKET	9,853	SY	\$1.75	\$ 17,242.75	\$1.75	\$ 17,242.75						
4	1/4" 575BN EROSION CONTROL BLANKET	1,100	SY	\$2.78	\$ 3,058.00	\$2.78	\$ 3,058.00						
5	TEMPORARY SEEDING	5.50	AC	\$1,800.00	\$ 9,900.00	\$1,800.00	\$ 9,900.00						
6	SITE CLEARING AND TREE REMOVAL	1	LS	\$3,000.00	\$ 3,000.00	\$3,000.00	\$ 3,000.00						
7	30"x100" STABILIZED CONSTRUCTION ENTRANCE (INC. MAINTENANCE)	1	EA	\$3,700.00	\$ 3,700.00	\$3,700.00	\$ 3,700.00						
8	CONCRETE WASHOUT (INC. MAINTENANCE)	1	EA	\$1,900.00	\$ 1,900.00	\$1,900.00	\$ 1,900.00						
9	DROP-IN INLET PROTECTION (STORM STRUCTURES IN PAVED AREAS)	9	EA	\$175.00	\$ 1,575.00	\$175.00	\$ 1,575.00						
10	ERO-TEX WELDED WIRE MONOFILAMENT INLET PROTECTION (STORM STRUCTURES IN GRASSY AREAS)	4	EA	\$275.00	\$ 1,100.00	\$275.00	\$ 1,100.00						
11	EXISTING DRAIN TILE TO BE COLLAPSED	1,580	LF	\$9.00	\$ 14,220.00	\$9.00	\$ 14,220.00						
								TOTAL = \$	237,663.50	TOTAL = \$	237,663.50		
								TOTAL COST = \$	403,680.50	TOTAL COST = \$	649,665.50		
								BOND AMOUNT CALCULATION = \$	604,112.30	BOND AMOUNT CALCULATION = \$	604,112.30		