



ORDINANCE NO. 2409-25

AN ORDINANCE AUTHORIZING THE RELEASE OF THE TOLL BROTHERS  
HAWTHORN WOODS COUNTRY CLUB PHASE 5 & 6 BOND

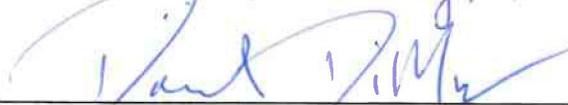
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, that the Mayor and Village Clerk, be and the same are, hereby authorized and directed to release Bond No. SU 1192755 to Toll Brothers in the amount of \$1,788,283.44 held for Hawthorn Woods Country Club Phase 5 & 6, 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 March 24, 2025:

AYES: Kaiser, Rychina, Skusek, Perna

NAYS: 0

ABSENT AND NOT VOTING: McCauley, Bayer

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: March 24, 2025

APPROVED: March 24, 2025

VILLAGE OF HAWTHORN WOODS

PERFORMANCE BOND

BOND# SU 1192755

KNOW ALL MEN BY THESE PRESENTS: Toll IL HWCC, L.P. ("Principal" or "Subdivider") and Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri ("Surety"), is held and firmly bound unto the Village of Hawthorn Woods, as Obligee (hereinafter called the "Village"), in the full and just sum of One Million Seven Hundred Eighty Eight Two Hundred Eighty Three and 44/100 for the payment of which sum of money well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include: (1) payment of actual costs, direct damages, and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses (as well as judgement interest at the higher of the then-current statutory amount or six percent (6%) per annum ("Interest") resulting from or incurred by the Village by reason of Principal's failure to timely and faithfully perform its obligations to construct the improvements required in connection with the Proposed Improvements for Hawthorn Woods Country Club Phases 5 and Proposed Improvements for Hawthorn Woods Country Club Phase 6 subdivision which are defined on EXHIBIT A attached and made a part hereof (the "Improvements"); and (2) direct damages, attorneys' fees, court costs, and administrative and other expense necessarily paid or incurred by the Village in successfully enforcing performance of the obligation of the Principal and Surety under this performance bond (Bond"), as well as interest. The obligations of the Principal and Surety under this Bond are limited to the improvements identified on Exhibit A, including the demolition of any incomplete structures and site restoration.

WHEREAS, Subdivider has executed its acceptance of the Fifth Amendment to Annexation and Development Agreement (the "Improvement Agreement") for the development of certain real property consisting of approximately 674 acres located in the Village of Hawthorn Woods, Illinois ("Property"), which Improvement Agreement is dated May 10, 2023 by and pursuant to which Subdivider has the obligation to construct and install the Improvements as required by the Improvement Agreement for a subdivision known as Hawthorn Woods Country Club the terms and conditions of which the Improvement Agreement are by this reference incorporated herein as though fully set forth herein; and

Whereas, the Subdivider has caused this Bond to be delivered to the Village in the amount of \$1,788,283.44 to secure the Subdivider's performance under the Improvement Agreement with respect to the Improvements in Phase 5 and 6.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Subdivider shall well, truly, and timely perform all the undertakings, covenants, terms, conditions and agreements of the Subdivider for the completion of the Improvements required under Exhibit A and this Bond, including, but not limited to: (1) to provide, perform, and complete at the Property and in the manner specified in the conformity with the requirements of the Exhibit A all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and

completion of the Improvements; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes in connection therewith; (4) to do all other things required of Principal for the construction of the Improvements; (5) to provide perform and complete all of the foregoing with respect to Improvements in a proper and workmanlike manner and in full compliance with and as required by and pursuant to Exhibit A; all of which is herein referred to as the "Work" relating to the Work; (6) to obtain all necessary written approvals from the Village and any and all staff members relating to the Work; (7) to post a maintenance bond for the Work with the Village, in an amount and in a form acceptable to the Village in its reasonable discretion; then this obligation shall be null and void; otherwise it shall remain in full force and effect; and (8) demolition of any incomplete structures and site restoration.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions extensions of time, or forbearances on the part of either Village or Subdivider to the other in or to the terms of said Exhibit A; in or to the schedules, plans, drawings, or specification; in or to the method or manner of performance of the Work; in or to the mode or manner of payment therefore; or in or to Village-furnished facilities, equipment, material service, or sites; shall in any way release Principal and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns or affect the obligations of Subdivider or Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Subdivider or Contractor being hereby waiver by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Subdivider and Surety under this Bond be greater than the obligations of and amount set forth in the Bond in the event of Subdividers default under Exhibit A.

In the event of a default of defaults by the Principal under the Exhibit A, Village shall have the right to take over, perform and complete the Improvements upon 30 calendar days' written notice to Surety and Subdivider, in which event Surety shall pay Village all costs incurred by Village in taking over and completing the Improvements under Exhibit A

At its option, Surety may elect to take over and complete the Improvements, through is agents or independent contractors, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Village notifies Surety that Village wants Village or Surety to take over and complete the Improvements

In either event, Subdivider grants Surety, and the Village the right to access the Property to complete the Improvements consistent with the terms of the Bond

Village shall have no obligation to actually incur any expense or correct any deficient performance of Subdivider.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than Village or successors of Village

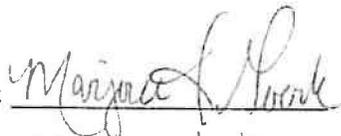
The Bond shall expire on \_\_\_\_ unless extended by the parties or pursuant to the Bond or the Improvement Agreement, however in no event shall this Bond expire prior to completion of the

Improvements and the Village's acceptance thereof and shall not expire without 45 days' notice to the Village.

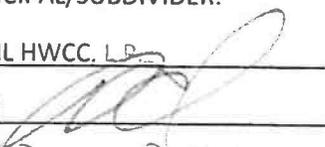
This Bond is irrevocable and subject to and incorporates by reference all terms, obligations, and agreements applicable to Subdivider and Village respectively under ordinance \_\_\_\_\_ enacted by the Village on \_\_\_\_\_ (the "Ordinance"), which is incorporated herein by reference, and which shall govern and control Subdivider and the Village and shall constitute a Guaranty Security under the Ordinance. In event of a conflict between the terms of the Bond and the Ordinance, the terms of the Ordinance shall prevail.

Signed and sealed this 27<sup>TH</sup> day of JULY, 2023.

Attest/Witness:

By:   
Title: LD Administration

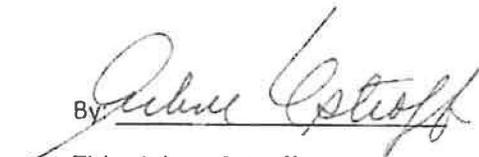
PRINCIPAL/SUBDIVIDER:

Toll IL HWCC, L.P.  
By:   
Title: Division President

Address for Notices:

20200 Town Center Dr, Ste 200, Novi MI 48375

Witness:

By:   
Title: Arlene Ostroff - Witness

SURETY:

Arch Insurance Company

By:   
Daniel P. Dunigan, Attorney-in-Fact

Address for Notices"

3 Parkway, Philadelphia, PA 19102

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brian C. Block, Daniel P. Dunigan, James L. Hahn, Joseph W. Kolok, Jr. and Kelly G. Hennessy of Berwyn, PA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 16th day of March, 2023.

Attested and Certified

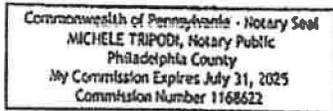
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 16, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 27th day of JULY, 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.