

**A RESOLUTION
 APPROVING AN ASSUMPTION AGREEMENT BETWEEN
 NORTON LAKE DEVELOPMENT LLC,
 K. HOVNIANIAN AT NORTON LAKE, LLC AND
 THE VILLAGE OF CAMPTON HILLS
 REGARDING THE NORTON LAKE SUBDIVISION**

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The Assumption Agreement Between Norton Lake Development LLC, K. Hovnianian at Norton Lake, LLC and the Village of Campton Hills Regarding the Norton Lake Subdivision in words and figures as attached hereto as EXHIBIT 1, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.

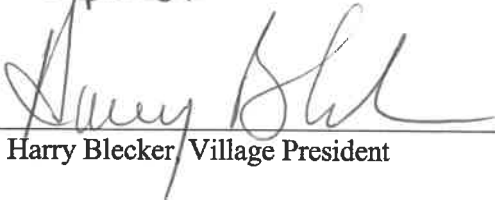
Section 2. The Village President and Village Clerk are hereby authorized to execute EXHIBIT 1 on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed this 15th day of September, 2015 pursuant to a roll call vote as follows:


	AYES	NAYES	ABSENT	ABSTAIN
Trustee Laura B. Andersen	<u>X</u>	_____	_____	_____
Trustee Susan P. George	<u>X</u>	_____	_____	_____
Trustee James McKelvie	<u>X</u>	_____	_____	_____
Trustee Mike Millette	<u>X</u>	_____	_____	_____
Trustee Mike O'Dwyer	<u>X</u>	_____	_____	_____
Trustee Michael Tyrrell	_____	_____	<u>X</u>	_____
President Harry Blecker	_____	_____	_____	_____

APPROVED this 18th day of September, 2015

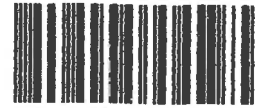


 Harry Blecker, Village President

(SEAL)

ATTEST: 

 Nicholas Girka, Village Clerk



2015K054634
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 10/7/2015 08:34 AM
REC FEE: 53.00 RHSPS FEE: 9.00
PAGES: 9

This Document Prepared By:
And After Recording Return To:

Rosanova & Whitaker, Ltd. *RD*
30 W. Jefferson, Suite 200
Naperville, Illinois 60540

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

ASSUMPTION AGREEMENT

THIS Assumption Agreement (this "Agreement") is made and entered into as of Sept 15, 2015 by and between Norton Lake Development LLC, an Illinois limited liability company ("Owner"), K. Hovnanian at Norton Lake, LLC, an Illinois limited liability company ("Contractor") and the Village of Campton Hills, an Illinois municipal corporation ("Village").

RECITALS:

A. Owner is the owner of the property commonly known as Norton Lake Subdivision, consisting of approximately 97 acres and legally described on **Exhibit A** ("Subject Property"); and

B. Owner seeks to develop the Subject Property as a 106 lot single family residential subdivision pursuant to the terms of Ordinance No. O-10-31, as approved by the Village; and

C. Owner's development obligations are defined under the Village's municipal code and Ordinance No. O-10-31, and specifically include the posting of surety to guaranty completion and payment for certain public improvements as depicted on the plans titled Final Engineering Norton Lake subdivision, prepared by Craig R. Knoche & Associates Civil Engineers, dated March 1, 2010 and last revised November 30, 2010 ("Final Engineering Plans"); and

D. Owner intends to post surety in the form of a Letter of Credit ("Owner's LOC") to be issued by Northern Trust Bank in the amount of One Million Eight Hundred Twenty-Eight Thousand Seven Hundred and Thirty-Six Dollars and 25/100 (\$1,828,736.25) to secure completion of the improvements listed on Exhibit C ("Infrastructure Obligations"), namely the construction of roadway improvements, street lights, stop and street signs, storm sewer improvements and miscellaneous obligations with respect thereto in Unit No. 1 of Norton Lake; and

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E. Contractor has been engaged by Owner to complete the improvements to the Subject Property as depicted in the Final Engineering Plans; and

F. Following improvement of the Subject Property as depicted in the Final Engineering Plans, Contractor has an exclusive right to purchase 106 lots in the Norton Lake Subdivision for the purpose of constructing single family residential dwellings; and

G. Contractor hereby intends to assume certain of Owner's development obligations with respect to the Subject Property, namely, soil erosion and sediment control obligations and earthwork and landscape obligations in such amounts as are identified on Exhibit B attached hereto (collectively, the "Earthwork Obligations"); and

H. To secure the Earthwork Obligations assumed by Contractor in Unit No. 1 of Norton Lake, Contractor shall post a performance and payment bond with the Village in the amount of One Million One Hundred and Ninety-Two Thousand Eight Hundred and Sixteen and 90/100 Dollars (\$1,192,816.90) (the "Bond"); and

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor hereby agree as follows:

1. Contractor's Assumption of Earthwork Obligations. Notwithstanding that Owner is the legal owner of the Subject Property, Contractor hereby assumes the obligation to complete the Earthwork Obligations and to pay all subcontractors for work performed in constructing the Earthwork Obligations. Further, Contractor assumes the obligation and agrees to post and thereafter maintain, renew and replace the Bond with the Village to secure the completion of construction of the Earthwork Obligations and the payment of subcontractors for work performed on the Earthwork Obligations. In addition to posting the Bond, Contractor shall, upon completion of the Earthwork Obligations and acceptance of said work by the Village, cause to be posted with the Village maintenance security, as required by Village ordinances.

2. Owner's Continued Obligations. Owner shall be jointly and severally liable for the Earthwork Obligations assumed by Contractor pursuant to paragraph 1 above. Owner shall remain fully responsible any and all development obligations of Owner under the terms of the Village's municipal code and Ordinance O-10-31, specifically including the obligation to complete the Infrastructure Obligations and to pay all subcontractors for work performed in constructing the Infrastructure Obligations. Further, Owner shall remain fully responsible for posting and thereafter maintaining, renewing and replacing the Owner's LOC with the Village as required by Village Ordinances to secure the completion of construction of the Infrastructure Obligations and the payment of subcontractors for work performed on the Infrastructure Obligations. In addition to posting the Owner's LOC, Owner shall, upon completion of the Infrastructure Obligations and acceptance of said work by the Village, and in accordance with Village Ordinances, post with the Village, for not less than one year, a cash deposit, a letter of credit or a maintenance bond for not less than ten percent (10%) of the value of the Owner's

LOC (\$1,828,736.25) (as may be reduced or released from time to time by the Village).

3. Assumption of Earthwork Obligations and Contractor Bond by Owner. In the event that the relationship between Owner and Contractor is terminated, Owner has agreed to immediately replace Contractor as the surety with the Village for the Earthwork Obligations. The Village shall, upon receipt of a reasonably acceptable bond, cash deposit, or letter of credit from Owner to secure the outstanding Earthwork Obligations (“Replacement Surety”), release the Bond and look solely to Owner for satisfaction of the Earthwork Obligations. The Village may look to Contractor for completion of the Earthwork Obligations until such time as the Replacement Surety has been received by the Village.

4. Enforcement Costs and Attorneys’ Fees. In any action between the parties to enforce any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled to recover from the non-prevailing party, in addition to damages, injunctive relief or other relief, its reasonable costs and expenses, including, without limitation, reasonable attorneys’ fees, as the court shall determine.

5. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected, but shall be enforced to the greatest extent permitted by law.

6. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto (except for additional signature pages executed by other parties).

[No further text on this page—signature page follows]

IN WITNESS WHEREOF, Owner and Purchaser have entered into this Agreement as of the date first written above.

OWNER:

NORTON LAKE DEVELOPMENT, LLC, an Illinois limited liability company

By: Anderson T. Harrison

Name: A. T. HARRISON

Title: MANAGER

9-18-15

CONTRACTOR:

K. HOVNANIAN AT NORTON LAKE, LLC, an Illinois limited liability company

By: _____

Name: _____

Title: _____

VILLAGE

Village of Campton Hills, an Illinois Municipal Corporation

By: _____

Attest: _____

IN WITNESS WHEREOF, Owner and Purchaser have entered into this Agreement as of the date first written above.

OWNER:

NORTON LAKE DEVELOPMENT, LLC, an
Illinois limited liability company

By: _____

Name: _____

Title: _____

CONTRACTOR:

K. HOVNANIAN AT NORTON LAKE, LLC, an
Illinois limited liability company

By:  _____

Name: Andy Konovodoff

Title: Division President

VILLAGE

Village of Campton Hills, an Illinois Municipal
Corporation

By: _____

Attest: _____

IN WITNESS WHEREOF, Owner and Purchaser have entered into this Agreement as of the date first written above.

OWNER:

NORTON LAKE DEVELOPMENT, LLC, an Illinois limited liability company

By: _____

Name: _____

Title: _____

CONTRACTOR:

K. HOVNANIAN AT NORTON LAKE, LLC, an Illinois limited liability company

By: _____


Name: _____

Title: _____

VILLAGE

Village of Campton Hills, an Illinois Municipal Corporation

By:  _____

Attest:  _____

**EXHIBIT A
PROPERTY**

Lots 1-15 inclusive, 59-96 inclusive, 106, [REDACTED] of Norton Lake Planned Unit Development Unit No. 1, being part of Section 24, Township 40 North, Range 7 East of the Third Principal Meridian, according to the plat thereof recorded May 5, 2015 as Document No, 2015K022897, situated in the Village of Campton Hills, Kane County, Illinois;

**EXHIBIT B
EARTHWORK OBLIGATIONS**

Soil erosion and sediment control	\$ 50,948.00
Earthwork improvements	\$960,793.00
Landscape improvement	\$ 72,638.00
10% Contingency	\$108,427.90
<hr/> TOTAL EARTHWORK OBLIGATIONS	<hr/> \$1,192,816.90

EXHIBIT C
INFRASTRUCTURE OBLIGATIONS

Storm Sewer	\$ 530,463.50
Street Lights	\$ 50,000.00
Roadway Improvements	\$1,082,024.00
10% Contingency	\$ 166,248.75
<hr/> TOTAL INFRASTRUCTURE OBLIGATIONS	<hr/> \$1,828,736.25

Rosanova & Whitaker, Ltd.
Attorneys At Law

30 W. Jefferson, Suite 200
Naperville, Illinois 60540

630-355-4600 office www.rw-attorneys.com
630-352-3610 fax

October 7, 2015

Village of Campton Hills
Tracy Johnson
40W270 LaFox Road, Suite B
Campton Hills, IL 60175-7624

Re: Assumption Agreement

Dear Ms. Johnson:

Enclosed please find the original Assumption Agreement recorded with Kane County.

Sincerely,



Jennifer Jones
Paralegal

Enclosure