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Cook County Recorder of Deeds  
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Mail to:  
Donald J. Storino  
Storino, Ramello & Durkin  
9501 Devon Avenue  
8th Floor  
Rosemont, Illinois 60018

NO1040446 182 SK



Ordinance No. 2007- 810

## Village of South Barrington

ORDINANCE NO. 2007 - 810

### AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE WOODS OF SOUTH BARRINGTON

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THIS 9<sup>th</sup> DAY OF May, 2007.

Published in pamphlet form by authority of the  
corporate authorities of the Village of South  
Barrington, Illinois, the Ninth day of  
May, 2007.

Near North National Title  
222 N. LaSalle  
Chicago, IL 60601

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Village of South Barrington

ORDINANCE NO. 2007 - 810

**AN ORDINANCE AUTHORIZING  
THE EXECUTION OF THE FIRST AMENDMENT  
TO ANNEXATION AND DEVELOPMENT AGREEMENT  
FOR THE WOODS OF SOUTH BARRINGTON**

WHEREAS, the Village of South Barrington, Cook County, Illinois (the "Village") and The Woods of South Barrington, LLC (the "Developer") have entered into an Annexation and Development Agreement dated January 10, 2001, and recorded in the Cook County Recorder's Office on January 19, 2001, as Document Number 010049341 (the "Annexation Agreement"); and

WHEREAS, Acacia Credit Fund 9-A L.L.C., a Delaware limited liability company (the "Residential Owner"), Toll II WSB, L.P., an Illinois Limited Partnership (the "Residential Developer") and the Arboretum of South Barrington L.L.C., a Delaware limited liability company (the "Commercial Owner") (the Residential Developer and the Commercial Owner are collectively referred to as the "Successor Developers") are successors in interest to and assignees of the Developer, as defined in the Annexation Agreement, with respect to the parcels owned by each; and

WHEREAS, the Residential Owner and the Successor Developers are the owners of certain property described in the Annexation Agreement as Areas A, D, F, G, H, I, J, L, and M and located within the area described in the Annexation Agreement as the Property (the "Property") specifically described in Exhibit "A" attached hereto and made a part hereof, which is improved with a sewer and water system constructed and owned by the Residential Developer (the "Sewer and Water System"); and

WHEREAS, subsequent to entering into the Annexation Agreement, the Successor Developers, the Residential Owner and the Village determined that the Residential Developer would transfer operation and ownership of the Sewer and Water System to the Village; and

WHEREAS, the Annexation Agreement contains certain language which fails to contemplate this type of transfer of the Sewer and Water System to the Village; and

WHEREAS, the terms of the Annexation Agreement provide that it may be amended by fewer than all parties to the Annexation Agreement if the subject matter of the Amendment

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Village of South Barrington

Ordinance No. 2007-810

pertains to only a part of the Property. In such an event, only the Village and the owner of the part of the Property which is the subject matter of the amendment need to execute such amendment for it to take full force and effect; and

WHEREAS, the Successor Developers and the Residential Owner are the owners of the entire part of the Property which is the subject matter of this Amendment; and

WHEREAS, it is in the best interests of the Village, the Residential Owner and the Successor Developers to amend and restate the Annexation Agreement to include language regulating transfer of ownership and operation of the Sewer and Water System to the Village, a copy of which First Amendment to Annexation and Development Agreement (the "First Amendment") is attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, the Residential Owner, Residential Developer, Commercial Owner, and the Village are ready, willing, and able to enter into said First Amendment and perform the obligations as required therein; and

WHEREAS, the statutory procedures provided in Illinois Compiled Statutes, Chapter 65, Section 5/11-15.1-3 of the Illinois Municipal Code, as amended, for the execution of said amendment to annexation agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of South Barrington, Cook County, Illinois, as follows:

Section 1: That the First Amendment to Annexation and Development Agreement between the Residential Owner, the Residential Developer, the Commercial Owner, and the Village accurately sets forth all of the agreements between the parties and is hereby approved.

Section 2: That the President be and he is hereby authorized and directed to execute and the Village Clerk is directed to attest, a document known as the "First Amendment to Annexation and Development Agreement for the Woods of South Barrington," a copy of which is attached hereto as Exhibit "B" and made a part hereof.

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Village of South Barrington

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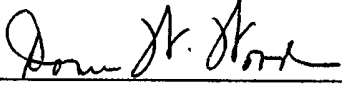
Section 3: That this ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED: This 12<sup>th</sup> day of April, 2007.


APPROVED: This 9<sup>th</sup> day of May, 2007.

ATTEST:

APPROVED:



Donna W. Wood, Village Clerk

  
Frank J. Munao, Jr., Village President

AYES: 6 NAYS: 0 ABSTAIN: 0 ABSENT: 0

PUBLISHED: 5-10-07

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Village of South Barrington

Ordinance No. 2007-810

## EXHIBIT "A"

Legal Description of the Property

THAT PART OF SECTIONS 21, 28, AND 33, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 19 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2624.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1924.85 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 1707.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 780.49 FEET TO A POINT ON THE NORTH LINE OF HIGGINS ROAD DEDICATED PER DOCUMENT NUMBER 1208573; THENCE NORTH 59 DEGREES 18 MINUTES 19 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 2766.41 FEET TO A POINT ON THE EAST LINE OF ILLINOIS ROUTE 59 DEDICATED PER DOCUMENT NUMBER 11194096; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1112.53 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 05 SECONDS EAST, A DISTANCE OF 176.29 FEET; THENCE NORTH 22 DEGREES 20 MINUTES 04 SECONDS EAST, A DISTANCE OF 241.05 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CHORD BEARING OF NORTH 42 DEGREES 58 MINUTES 45 SECONDS WEST WITH AN ARC LENGTH OF 91.17 FEET, THENCE SOUTH 62 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 135.00 FEET; THENCE NORTH 50 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 114.07 FEET TO A POINT ON THE EAST LINE OF SAID ILLINOIS ROUTE 59, THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 523.87 FEET; THENCE SOUTH 84 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 228.14 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1501.93 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 29 MINUTES 47 SECONDS WEST WITH AN ARC LENGTH OF 341.98 FEET; THENCE SOUTH 81 DEGREES 58 MINUTES 50 SECONDS WEST, A DISTANCE OF 221.47 FEET TO A POINT ON THE EAST LINE OF SAID ILLINOIS ROUTE 59; THENCE NORTHERLY ALONG THE EAST LINE OF SAID ILLINOIS ROUTE 59 PER DOCUMENT NUMBERS 11194096, 11113029, 11668686 AND 11549027 FOR THE FOLLOWING NINE COURSES; (1) THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS WEST, A DISTANCE OF 193.36 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 28; (2) THENCE NORTH 00 DEGREES 11 MINUTES 05 SECONDS WEST, A DISTANCE OF 2637.83 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 28; (3) THENCE NORTH 00 DEGREES 12 MINUTES 10 SECONDS WEST, A DISTANCE OF 485.70 FEET; (4) THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 4724.70 FEET AND A CHORD BEARING OF NORTH 06 DEGREE 32 MINUTES 11 SECONDS EAST WITH AN ARC LENGTH OF 1111.22 FEET; (5) THENCE NORTH 13 DEGREES 16 MINUTES 19 SECONDS EAST, A DISTANCE OF 303.90 FEET TO A POINT ON A CURVE; (6) THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1482.40 FEET AND A CHORD BEARING OF NORTH 01 DEGREES 26 MINUTES 20 SECONDS WEST WITH AN ARC LENGTH OF 761.22 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 28; (7) THENCE NORTHERLY ALONG A NON-TANGENT CURVE

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CONCAVE WESTERLY HAVING A RADIUS OF 1482.40 FEET AND A CHORD BEARING OF NORTH 21 DEGREES 41 MINUTES 01 SECONDS WEST WITH AN ARC LENGTH OF 286.34 FEET TO A POINT ON A CURVE; (8) THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2242.01 FEET AND A CHORD BEARING OF NORTH 20 DEGREES 03 MINUTES 26 SECONDS EAST WITH AN ARC LENGTH OF 384.99 FEET TO A POINT OF TANGENCY; (9) THENCE NORTH 24 DEGREES 58 MINUTES 30 SECONDS EAST, A DISTANCE OF 2212.09 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21; THENCE SOUTH 89 DEGREES 51 MINUTES 08 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 533.41 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 39 SECONDS WEST, A DISTANCE OF 1131.30 FEET TO A POINT ON THE EAST LINE OF SAID ILLINOIS ROUTE 59 PER DOCUMENT NUMBER 11443738; THENCE NORTHERLY ALONG SAID EAST LINE FOR THE FOLLOWING 3 COURSES; (1) THENCE NORTH 24 DEGREES 58 MINUTES 30 SECONDS EAST, A DISTANCE OF 1195.93 FEET; (2) THENCE NORTH 27 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.22 FEET; (3) THENCE NORTH 24 DEGREES 58 MINUTES 12 SECONDS EAST, A DISTANCE OF 257.37 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 21; THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 134.37 FEET; THENCE SOUTH 36 DEGREES 57 MINUTES 24 SECONDS WEST, A DISTANCE OF 285.13 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 47 SECONDS EAST, A DISTANCE OF 600.00 FEET, THENCE SOUTH 82 DEGREES 06 MINUTES 19 SECONDS EAST, A DISTANCE OF 221.79 FEET TO A POINT ON A CURVE BEING THE WEST LINE OF BARTLETT ROAD PER DOCUMENT NUMBER 11113027; THENCE ALONG THE WEST LINE OF SAID BARTLETT ROAD PER DOCUMENT NUMBERS 11113027 AND 8026898 FOR THE FOLLOWING SEVEN COURSES; (1) THENCE SOUTHERLY ALONG A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5779.65 FEET AND CHORD BEARING OF SOUTH 06 DEGREES 40 MINUTES 43 SECONDS WEST WITH AN ARC LENGTH OF 182.71 FEET; (2) THENCE SOUTH 89 DEGREES 50 MINUTES 29 SECONDS WEST, A DISTANCE OF 13.94 FEET; (3) THENCE SOUTH 00 DEGREES 09 MINUTES 31 SECONDS EAST, A DISTANCE OF 154.30 FEET TO A POINT ON A CURVE; (4) THENCE SOUTHERLY ALONG A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5779.65 FEET AND A CHORD BEARING OF SOUTH 02 DEGREES 02 MINUTES 21 SECONDS WEST WITH AN ARC LENGTH 443.40 FEET; (5) THENCE NORTH 89 DEGREES 50 MINUTES 29 SECONDS EAST, A DISTANCE OF 17.00 FEET; (6) THENCE SOUTH 00 DEGREES 09 MINUTES 31 SECONDS EAST, A DISTANCE OF 991.17 FEET; (7) THENCE SOUTH 00 DEGREES 11 MINUTES 19 SECONDS EAST, A DISTANCE OF 389.83 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 21; THENCE SOUTH 00 DEGREES 11 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 2245.24 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE NORTH 89 DEGREES 50 MINUTES 29 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 123.76 FEET TO A POINT ON A LINE 123.76 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 27 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE; A DISTANCE OF 173.25 FEET TO A POINT ON A LINE 173.24 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 50 MINUTES 29 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 123.76 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 27 MINUTES 50 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 2454.80 FEET TO THE POINT OF BEGINNING, CONTAINING 617.591 ACRES OF LAND, MORE OR LESS, IN COOK COUNTY, ILLINOIS.

PINS: 01-28-200-005	01-28-400-001	01-33-200-009	01-33-200-016
01-28-200-006	01-28-401-001	01-33-200-012	01-33-200-017
01-28-200-008	01-28-402-001	01-33-200-013	01-33-200-018

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EXHIBIT "B"

The First Amendment to Annexation and Development Agreement  
(The Woods of South Barrington)

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**FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT  
 FOR THE WOODS OF SOUTH BARRINGTON**

1           THIS FIRST AMENDMENT TO THE ANNEXATION AND DEVELOPMENT  
 2 AGREEMENT ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and  
 3 between the Village of South Barrington, an Illinois municipal corporation (the "Village"),  
 4 TOLL IL WSB L.P., an Illinois Limited Partnership (the "Residential Developer"), ACACIA  
 5 CREDIT FUND 9-A L.L.C., a Delaware limited liability company (the "Residential Owner"),  
 6 and Arboretum of South Barrington L.L.C., a Delaware limited liability company (the  
 7 "Commercial Owner"). The Residential Developer and Commercial Owner are collectively  
 8 referred to as "Successor Developers."

**W I T N E S S E T H:**

9  
 10           WHEREAS, hereofore the Village and The Woods of South Barrington, LLC (the  
 11 "Developer") did enter into an Annexation and Development Agreement dated January 10, 2001,  
 12 and recorded in the Cook County Recorder's Office on January 19, 2001, as Document No.  
 13 010049341 (the "Annexation Agreement"); and

14           WHEREAS, the Residential Owner and the Successor Developers are the successors in  
 15 interest to and assignees of the Developer, as defined in the Annexation Agreement, with respect  
 16 to the parcels owned by each; and

17           WHEREAS, the Residential Owner and the Successor Developers are the owners of  
 18 certain property described in the Annexation Agreement as Areas A, D, F, G, H, I, J, L, and M  
 19 and located within the area described in the Annexation Agreement as the Property (the  
 20 "Property"), specifically described and attached hereto as Exhibit A, which is improved with a  
 21 sewer and water system constructed and owned by the Residential Developer (the "Sewer and  
 22 Water System"); and

23           WHEREAS, subsequent to execution of the Annexation Agreement, the Successor  
 24 Developers, the Residential Owner and the Village have determined that the Residential  
 25 Developer would consider transferring operation and ownership of the Sewer and Water System  
 26 to the Village; and

27           WHEREAS, the Annexation Agreement contains certain language which fails to  
 28 contemplate this type of transfer of the Sewer and Water System to the Village; and

29           WHEREAS, the terms of the Annexation Agreement provide that it may be amended by  
 30 fewer than all parties to the Annexation Agreement if the subject matter of the Amendment  
 31 pertains to only a part of the Property. In such an event, only the Village and the owner of the



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FOR THE WOODS OF SOUTH BARRINGTON**

1 part of the Property which is the subject matter of the amendment need to execute such  
2 amendment for it to take full force and effect; and

3 WHEREAS, the Successor Developers and the Residential Owner are the owners of the  
4 entire part of the Property which is the subject matter of this Amendment; and

5 WHEREAS, it is in the best interests of the Village, the Residential Owner and the  
6 Successor Developers to amend and restate the Annexation Agreement to include language  
7 regulating transfer of ownership and operation of the Sewer and Water System to the Village.

8 NOW, THEREFORE, in consideration of the premises and of the mutual covenants and  
9 agreements contained herein, it is hereby agreed by and between the VILLAGE and the  
10 SUCCESSOR DEVELOPERS as follows:

11 1. Recitals. The above Recitals are incorporated by reference and made a part of  
12 this First Amendment to and restated Annexation Agreement.

13 2. Amendments. The Annexation Agreement shall be amended as follows:

14 A. The Annexation Agreement shall be amended by adding Section 4(a)(i) as  
15 follows:

16 Section 4(a)(i) Notwithstanding the provisions of Section 4(a), the Village may  
17 assume responsibility to operate, maintain, repair or replace the Sanitary Sewer  
18 Improvements located on the Property and dedicated by the Developer to the Village. In  
19 accordance with Section 9 of this Agreement, the Village may establish a special service  
20 area to relieve the Association(s)' financial obligations to operate, maintain, repair or  
21 replace the Sanitary Sewer Improvements that are located on the Property and dedicated  
22 by the Developer to the Village. If a special service area is adopted to fund the operation,  
23 maintenance, repair and replacement of the Sanitary Sewer Improvements, the Village  
24 shall assume responsibility to operate, maintain, repair and replace the Sanitary Sewer  
25 System and relieve the Associations(s) financial obligations thereto.

26 B. The Annexation Agreement shall be amended by adding Section 5(b)(i) as  
27 follows:

28 Section 5(b)(i) Notwithstanding the provisions of Section 5(b), the Village  
29 may assume responsibility to operate, maintain, repair or replace the Water  
30 Improvements located on the Property and dedicated by the Developer to the Village. In  
31 accordance with Article 9 of this Agreement, the Village may establish a special service

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**FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT  
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1 area to relieve the Association(s)' financial obligations to operate, maintain, repair or  
 2 replace the Water Improvements located on the Property and dedicated by the Developer  
 3 to the Village. If a special service area is adopted to fund the operation, maintenance,  
 4 repair and replacement of the Water Improvements, the Village shall assume  
 5 responsibility to operate, maintain, repair and replace the Water Improvements and  
 6 relieve the Associations(s)' financial obligations thereto.

7 C. The Annexation Agreement shall be amended by adding Section 5(d)(i) as  
 8 follows:

9 Section 5(d)(1) Notwithstanding the provisions of the Section 5(d) of this  
 10 Agreement or any other provision herein, if the Village assumes responsibility to operate  
 11 the Water Improvements located on the Property and dedicated by the Developer to the  
 12 Village, the Village may charge fees that are normal and customary for the operation of a  
 13 water utility, including but not limited to user fees, tap-on fees and/or connection fees for  
 14 use of said Water Improvements. The purpose of such fees shall be to operate, maintain,  
 15 repair or replace the Water Improvements located on the Property and dedicated by the  
 16 Developer to the Village. Such fees shall be reasonable, generally applicable and non-  
 17 discriminatory.

18 D. The Annexation Agreement shall be amended by adding Section 9(a) as  
 19 follows:

20 Section 9(a) In addition to and notwithstanding the provisions of Section 9  
 21 above or any other provision of this Agreement, the Village shall have the right to  
 22 establish and the Developer shall waive its rights to object to the establishment of a  
 23 special service area, the form and structure of which shall be subject to the reasonable  
 24 approval of the Corporate Authorities and Developer, the purpose of which will permit  
 25 the Village to levy a special service area tax solely to ensure that General Village Funds  
 26 will not be expended to operate, maintain, repair or replace the Sanitary Sewer  
 27 Improvements or the Water Improvements located on the Property and dedicated by the  
 28 Developer to the Village. The Developer and the Village further agree that upon the  
 29 establishment of an appropriate special service area to fund those costs necessary to  
 30 operate, maintain, repair and replace the Sanitary Sewer Improvements and the Water  
 31 Improvements located on the Property and dedicated by the Developer to the Village,

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FOR THE WOODS OF SOUTH BARRINGTON**

1 Village shall be deemed to have waived the obligation of the "Master Association" and  
 2 other associations to operate, maintain, repair and replace the Sanitary Sewer  
 3 Improvements and the Water Improvements. Furthermore, five (5) years after the  
 4 establishment of the special service area to fund those costs necessary to operate,  
 5 maintain, repair and replace the Sanitary Sewer Improvements and the Water  
 6 Improvements, the Village may waive the Developer's obligation to fund such costs  
 7 under Sections 4 & 5 of this agreement.

8 F. Section 10 of the Annexation Agreement is deleted in its entirety.

9 F. Section 17(e) of the Annexation Agreement is deleted in its entirety the  
 10 following is inserted therefor:

11 (e) No annexation fees, impact fees, recapture amounts or fees, land or cash  
 12 donations or contributions which are not currently imposed by the Village shall be  
 13 imposed upon owners or Developer or upon the development and use of the Property  
 14 during the Term of this Agreement except as provided in this Agreement as amended, or  
 15 mandated by state or federal law. Any fees imposed by the Village shall be  
 16 reasonable, generally applicable and non-discriminatory.

17 G. The text of the General Notes on Page 8 "Preliminary Sanitary Sewer  
 18 System" of Exhibit D of Exhibit D of the Annexation Agreement is deleted in its entirety and the  
 19 following is inserted therefor:

General Notes

- 21 1. SANITARY SEWERS WILL GENERALLY BE LOCATED
- 22 APPROXIMATELY 8 FEET BACK OF CURB.
- 23 2. SANITARY SEWER FLOW FROM THE KLEHM WOODS DEVELOPMENT
- 24 SHALL INCORPORATE FLOW CONTROL MEASURES AT OR NEAR THE
- 25 DOWN STREAM ON-SITE LIFT STATION WHICH WILL LIMIT
- 26 DISCHARGE FROM THE KLEHM WOODS DEVELOPMENT INTO THE
- 27 RECEIVING VILLAGE OUTFALL SEWER SYSTEM AT BARTLETT AND
- 28 HIGGINS ROADS TO A PEAK FLOW OF APPROXIMATELY 422 GALLONS
- 29 PER MINUTE (GPM). SUCH LIMITS SHALL BE IN EFFECT UNTIL THE
- 30 METROPOLITAN WATER RECLAMATION DISTRICT (MWRD) ISSUES
- 31 PERMITS FOR THE CONSTRUCTION OF THE REQUIRED
- 32 IMPROVEMENTS TO THE OFF-SITE VILLAGE OF SOUTH
- 33 BARRINGTON'S MAIN PUMPING STATION AT BARTLETT AND HIGGINS
- 34 ROAD. UPON ISSUANCE OF THE MWRD PERMIT FOR THE
- 35 CONSTRUCTION OF THE REQUIRED IMPROVEMENTS TO THE VILLAGE
- 36 OF SOUTH BARRINGTON'S MAIN PUMPING STATION AT BARTLETT

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## FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE WOODS OF SOUTH BARRINGTON

1 AND HIGGINS ROAD THE SANITARY SEWER FLOW FROM THE KLEHM  
2 WOODS DEVELOPMENT SHALL THEN BE LIMITED TO  
3 APPROXIMATELY 2,600 POPULATION EQUIVALENTS (P.E.) AND NOT  
4 LIMITED TO THE 422 GPM REFERENCED ABOVE.

5 3. THE EQUIPMENT SHALL BE SPECIFIED FOR THE ONSITE  
6 SUBMERSIBLE-TYPE LIFT STATIONS SHALL BE HIGH QUALITY  
7 EQUIPMENT SUPPLIED BY RECOGNIZED VENDORS WHO PROVIDE  
8 SERVICE AND MATERIALS TO OTHER CHICAGO AREA  
9 MUNICIPALITIES (METROPOLITAN INDUSTRIES, ETC.).

10 4. PRIOR TO ANY FLOW CONTRIBUTIONS FROM NORTH OF PENNY  
11 ROAD, MWRD SHALL HAVE ISSUED ALL NECESSARY PERMITS FOR  
12 CONSTRUCTION OF THE REQUIRED IMPROVEMENTS TO INCREASE  
13 PUMPING CAPACITY BY APPROXIMATELY 3,400 P.E. AT THE OFFSITE  
14 VILLAGE OF SOUTH BARRINGTON'S MAIN PUMPING STATION AT  
15 BARTLETT AND HIGGINS ROAD.

16  
17 3. Agreement Remains in Force. All of the provisions of the Annexation Agreement,  
18 except as amended herein, remain in full force and effect, and the provisions of the Annexation  
19 Agreement, as amended, are hereby restated, reaffirmed and reconfirmed.

20 4. Amended Plans Previously Approved. The Village and the Successor  
21 Developers hereby acknowledge that the following Preliminary and Final Plans have been  
22 approved by the Village:

23 (i) "An Ordinance to Amend Areas D, E, F, G, H, I, J, L and M in a Previously  
24 approved Planned Unit Development for Klehm Woods of South Barrington in  
25 the Village of South Barrington, Illinois," adopted by Ordinance 2004-724 on  
26 August 12, 2004 that provided for 392 single family detached homes.

27 (ii) "An Ordinance to Approve Areas D, E, F, G, H, I and J Final Planned Unit  
28 Development Plan for the Woods of South Barrington in the Village of South  
29 Barrington – Woods of South Barrington Phase 1 Final Plat" adopted by  
30 Ordinance 2006-768 on April 13, 2006 that provided for 276 single family  
31 detached homes.

32 (iii) "An Ordinance to Amend a Previously Approved Planned Unit Development for  
33 the Klehm Woods of South Barrington in the Village of South Barrington, Illinois  
34 – Arboretum Preliminary Plan" adopted by Ordinance 2006-776 on May 11, 2006  
35 that provided for 665,000 sq ft of commercial development.

36 (iv) "An Ordinance to Approve Final Planned Unit Development Plan for the

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FOR THE WOODS OF SOUTH BARRINGTON**

1 Arboretum of South Barrington in the Village of South Barrington, Illinois” by  
2 Ordinance 2006-782 on July 13, 2006 that provided for 665,000 sq ft of  
3 commercial development.

4 5. Water and Sewer Capacity Reserved. In accordance with the terms of Annexation  
5 Agreement, the Village has reserved for the Successor Developers, 2,600 P.E. of water and  
6 sewer capacity (1,750 P.E reserved for the Residential Developer and 850 P.E. reserved for the  
7 Commercial Developer). Upon issuance of all necessary and required approvals and/or permits,  
8 the Successor Developers shall be allowed to connect to the water and sewer system and receive  
9 service up to the capacity limits of the Annexation Agreement.

10 6. Further Actions. The Village and Developer agree to take all steps necessary or  
11 appropriate to carry out the terms of this Amendment and to aid and assist the other party,  
12 including enactment of such resolutions and ordinances and the taking of such other actions as  
13 may be necessary or desirable to enable the parties to comply with and give effect to the terms of  
14 this First Amendment.

15 6. Recording. An executed copy of this Amendment and a copy of the Village of  
16 South Barrington Ordinance approving this Amendment shall be recorded with the Cook County  
17 Recorder's Office.

18 7. Term. This Amendment to the Annexation and Development Agreement shall be  
19 binding upon the parties hereto beginning on the date it is executed by all parties hereto and shall  
20 be in full force and effect for the term of the Annexation and Development Agreement.

21  
22 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
23  
24

# UNOFFICIAL COPY

## FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE WOODS OF SOUTH BARRINGTON

1 IN WITNESS WHEREOF, the parties have signed and delivered this Amendment  
2 to the Annexation and Development Agreement as of the date first written above.

**TOLL IL WSB L.P.**, an Illinois limited partnership

**VILLAGE OF SOUTH BARRINGTON**

By: Toll IL GP Corp., an Illinois corporation  
Its: General Partner

By: \_\_\_\_\_  
Its: VILLAGE PRESIDENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
Village Clerk

3 **RESIDENTIAL OWNER:**

**COMMERCIAL OWNER:**

ACACIA CREDIT FUND 9-A L.L.C.,  
a Delaware limited liability company

ARBORETUM OF SOUTH BARRINGTON L.L.C.,  
a Delaware limited liability company

By: Fund 9-A Management Company  
L.L.C., a Delaware limited liability  
company,  
Its Managing Member

By: RREEF AMERICA L.L.C., a Delaware limited  
liability company,  
Its Manager

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: Acacia Capital Corporation,  
A California corporation,  
its Managing Member

By: \_\_\_\_\_  
Its \_\_\_\_\_

# UNOFFICIAL COPY

## FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE WOODS OF SOUTH BARRINGTON

### ACKNOWLEDGEMENTS

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named \_\_\_\_\_, being the person authorized by TOLL IL WSB L.P., a \_\_\_\_\_ limited partnership, (“\_\_\_\_\_”), the general partner of TOLL IL WSB, L.P., a \_\_\_\_\_ limited partnership, to execute such instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

GIVEN under my hand and Notary Seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT  
FOR THE WOODS OF SOUTH BARRINGTON**

1 STATE OF ILLINOIS )  
2 ) SS.  
3 COUNTY OF COOK )  
4

5 On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary  
6 Public, duly commissioned, qualified and acting within and for said County and State, appeared  
7 in person the within named \_\_\_\_\_, being the person authorized by the  
8 VILLAGE OF SOUTH BARRINGTON, an Illinois Municipal Corporation, to execute such  
9 instrument for the consideration, uses and purposes therein mentioned and set forth.

10  
11 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_  
12 day of \_\_\_\_\_, 2007.

13  
14 GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

15  
16  
17 \_\_\_\_\_  
18 Notary Public

19  
20 My commission expires \_\_\_\_\_

Property of Cook County Clerk's Office



**UNOFFICIAL COPY**

**FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT  
FOR THE WOODS OF SOUTH BARRINGTON**

1 STATE OF ILLINOIS           )  
2    ) SS  
3 COUNTY OF \_\_\_\_\_)  
4

5           On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary  
6 Public, duly commissioned, qualified and acting within and for said County and State, appeared  
7 in person the within named \_\_\_\_\_, being the person authorized  
8 by ACACIA CAPITAL CORPORATION, a California corporation, ("Corporation"), the  
9 Managing Member of FUND 9-A MANAGEMENT COMPANY L.L.C., a Delaware limited  
10 liability company, the Managing Member of ACACIA CREDIT FUND 9-1 L.L.C., a Delaware  
11 limited liability company, to execute such instrument to me personally well known, who stated  
12 that he is the Managing Member of said Corporation, executed and delivered said foregoing  
13 instrument for the consideration, uses and purposes therein mentioned and set forth.  
14

15           IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_  
16 day of \_\_\_\_\_, 2007.  
17

18           GIVEN under my hand and Notary Seal this \_\_\_\_ day of \_\_\_\_\_, 2007.  
19

20  
21  
22 \_\_\_\_\_  
23 Notary Public

24 My commission expires \_\_\_\_\_

*Notary of Cook County Clerk's Office*

# UNOFFICIAL COPY

## FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE WOODS OF SOUTH BARRINGTON

1 STATE OF ILLINOIS )  
 2 ) SS  
 3 COUNTY OF COOK )  
 4

5 On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public, duly  
 6 commissioned, qualified and acting within and for said County and State, appeared in person the  
 7 within named \_\_\_\_\_, being the person authorized by RREEF AMERICA  
 8 L.L.C., a Delaware limited liability company, the manager of ARBORETUM OF SOUTH  
 9 BARRINGTON L.L.C., a Delaware limited liability company ("Company"), to execute such  
 10 instrument for the consideration, uses and purposes therein mentioned and set forth.

11  
 12 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_  
 13 day of \_\_\_\_\_, 2007.

14  
 15 GIVEN under my hand and Notary Seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

16  
 17  
 18 \_\_\_\_\_  
 19 Notary Public

20  
 21 My commission expires \_\_\_\_\_  
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24  
 25 91330.1

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

# The Village of South Barrington

**Trustees**

Joseph Abbate  
Stephen L. Guranovich  
Paula McCombie  
William Merci  
Anthony Navitsky  
Mary M. Pecora

**President**

Frank J. Munao, Jr.

**Village Clerk**

Donna Wilkins Wood



30 SOUTH BARRINGTON ROAD  
SOUTH BARRINGTON, ILLINOIS 60010-9500  
Phone (847) 381-7510 Fax (847) 381-0024  
www.southbarrington.org

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly appointed and acting Village Clerk of the Village of South Barrington, Cook County, Illinois, and as such Officer I am the custodian of the records of the Village of South Barrington.

I further certify that the foregoing is a true and correct copy of the following records:

**O-2007-810: ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE WOODS OF SOUTH BARRINGTON**

Dated the 10<sup>th</sup> day of May, 2007

Donna W. Wood  
Village Clerk

