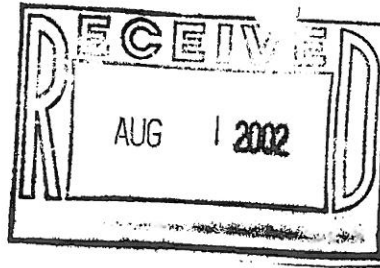




2 LAGOON DRIVE - HAWTHORN WOODS,
ILLINOIS 60047 - (847) 438-5500

**RECORDING DOCUMENT TITLE
PAGE**



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FILED FOR RECORD BY:
MARY ELLEN VANDERVENTER
LAKE COUNTY, IL RECORDER
05/15/2002 - 03:30:17 P.M.
RECEIPT #: 13745
DRAWER #: 29

ORIGINAL

FOR RECORDERS USE

PROPERTY ADDRESS: Hawthorn Woods

TITLE OF DOCUMENT BEING RECORDED: Ordinance No. 982-02

TYPE OF DOCUMENT: Ordinance No. 982-02

I, Phyllis Scheu, Village Clerk of the Village of Hawthorn Woods, Lake County, Illinois DO HEREBY CERTIFY that as such Village Clerk I am the keeper of the records, ordinances, resolutions, minutes, entries, orders, books, papers, and seal to the said Village.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy of

Ordinance No. 982-02

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO
INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT -
VILLAGE OF NORTH BARRINGTON**

and that the original of said Ordinance remains on file in my office and is in full force and effect.

WITNESS MY HAND AND THE CORPORATE SEAL OF SAID VILLAGE, THIS 8th day of May 2002.

Phyllis Scheu, Village Clerk
Village of Hawthorn Woods
Lake County, Illinois

**AFTER RECORDATION, PLEASE FORWARD TWO COPIES OF THE DOCUMENT THAT WAS PREPARED BY THE
VILLAGE OF HAWTHORN WOODS AND RETURN WITH THE RECORDED NUMBER ON EACH PAGE TO THE
FOLLOWING:**

MAIL TO:

**THE VILLAGE OF HAWTHORN WOODS
2 LAGOON DRIVE
HAWTHORN WOODS, ILLINOIS 60047**



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ORDINANCE NO. 982-02

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO
INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT - VILLAGE
OF NORTH BARRINGTON

WHEREAS, Hawthorn Woods and North Barrington have, as an exercise of their intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois and their authority to enter into jurisdictional boundary agreements pursuant to 65 ILCS 5/11-12-9, previously entered into an Intergovernmental Jurisdictional Boundary Line Agreement, dated April 8, 1999 (the "Original Agreement"); and

WHEREAS, Hawthorn Woods and North Barrington now desire to amend the Original Agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, as follows:

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

SECTION TWO: That the President and Village Clerk be and the same are hereby authorized and directed to execute that certain First Amendment to Intergovernmental Jurisdictional Boundary Line Agreement by and between the Village of Hawthorn Woods and the Village of North Barrington, in substantially the form attached hereto and incorporated herein as Exhibit "A".

SECTION THREE: A certified copy of this Ordinance, along with a fully executed copy of the Agreement, shall be recorded with the Lake County Recorder of Deeds and shall be made available in the office of the Village Clerk.

SECTION FOUR: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION FIVE: 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: Pres. Hunt, Reiss, Lynch, Silvers, Gehke, Wright, Rein

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: [Signature]

Keith L. Hunt, Village President

ATTEST: [Signature]

Phyllis Scheu, Village Clerk

PASSED: April 29, 2002

APPROVED: April 29, 2002



FIRST AMENDMENT TO INTERGOVERNMENTAL JURISDICTIONAL
BOUNDARY LINE AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT (the "FIRST AMENDMENT") is made and entered into this 29 day of April, 2002, by and between the Village of Hawthorn Woods, Lake County, Illinois ("HAWTHORN WOODS") and the Village of North Barrington, Lake County, Illinois ("NORTH BARRINGTON"; HAWTHORN WOODS and NORTH BARRINGTON sometimes herein collectively referred to as the "PARTIES");

WITNESSETH

WHEREAS, HAWTHORN WOODS and NORTH BARRINGTON have, as an exercise of their intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois and their authority to enter into jurisdictional boundary agreement pursuant to 65 ILCS 5/11-12-9, previously entered into an Intergovernmental Jurisdictional Boundary Line Agreement, dated April 8, 1999 (the "ORIGINAL AGREEMENT"); and

WHEREAS, HAWTHORN WOODS and NORTH BARRINGTON now desire to amend the ORIGINAL AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The PARTIES hereby confirm the truth and validity of their respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are

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material to this FIRST AMENDMENT. Such recitals are hereby incorporated into and made a part of this FIRST AMENDMENT as though they were fully set forth in this Article I.

ARTICLE II

INTEGRATION OF AGREEMENT

The provisions of this FIRST AMENDMENT shall be deemed by the PARTIES to be fully integrated into the ORIGINAL AGREEMENT. The ORIGINAL AGREEMENT shall remain in full force and effect except to the extent that it is expressly modified by the terms of this FIRST AMENDMENT. Should any provision of the ORIGINAL AGREEMENT conflict with any provision of this FIRST AMENDMENT, the provisions of this FIRST AMENDMENT shall control.

Terms capitalized in this FIRST AMENDMENT and not otherwise defined herein shall have the meanings ascribed to those terms in the ORIGINAL AGREEMENT. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this FIRST AMENDMENT and, to the extent such terms are also defined terms in the ORIGINAL AGREEMENT, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the ORIGINAL AGREEMENT.

ARTICLE III

AMENDMENT OF SECTION TWO OF ORIGINAL AGREEMENT

SECTION TWO of the ORIGINAL AGREEMENT is amended by adding the following language thereto: "In case of conflict between the Jurisdictional Boundary Line Map depicted in Exhibit A and the legal description contained herein, the legal description shall control."

material to this FIRST AMENDMENT. Such recitals are hereby incorporated into and made a part of this FIRST AMENDMENT as though they were fully set forth in this Article I.

ARTICLE II

INTEGRATION OF AGREEMENT

The provisions of this FIRST AMENDMENT shall be deemed by the PARTIES to be fully integrated into the ORIGINAL AGREEMENT. The ORIGINAL AGREEMENT shall remain in full force and effect except to the extent that it is expressly modified by the terms of this FIRST AMENDMENT. Should any provision of the ORIGINAL AGREEMENT conflict with any provision of this FIRST AMENDMENT, the provisions of this FIRST AMENDMENT shall control.

Terms capitalized in this FIRST AMENDMENT and not otherwise defined herein shall have the meanings ascribed to those terms in the ORIGINAL AGREEMENT. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this FIRST AMENDMENT and, to the extent such terms are also defined terms in the ORIGINAL AGREEMENT, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the ORIGINAL AGREEMENT.

ARTICLE III

AMENDMENT OF SECTION TWO OF ORIGINAL AGREEMENT

SECTION TWO of the ORIGINAL AGREEMENT is amended by adding the following language thereto: "In case of conflict between the Jurisdictional Boundary Line Map depicted in Exhibit A and the legal description contained herein, the legal description shall control."

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ARTICLE IV

AMENDMENT OF SECTION SEVEN OF ORIGINAL AGREEMENT

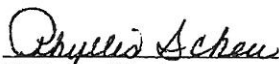
SECTION SEVEN of the ORIGINAL AGREEMENT is amended by deleting Exhibit B, referenced therein, and substituting the language set forth in Exhibit 1 attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

VILLAGE OF HAWTHORN WOODS

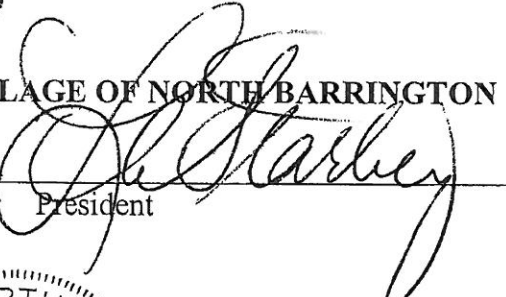
By: 
Its: President

ATTEST:

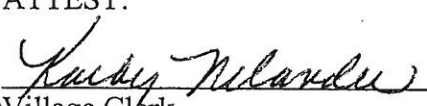

Village Clerk



VILLAGE OF NORTH BARRINGTON

By: 
Its: President

ATTEST:

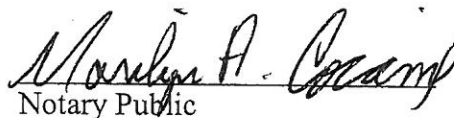

Village Clerk

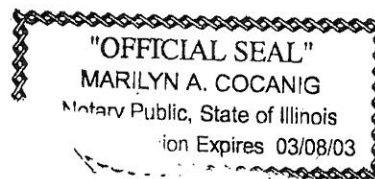


STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Keith L. Hunt, President of the Village of Hawthorn Woods, and Phyllis Scheu, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of MAY, 2002


Notary Public



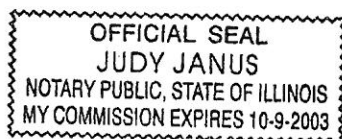
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STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~LINDA STARBUCK~~^{DEPUTY}, President of the Village of North Barrington, and ~~KATHY NELANDER~~ Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of May, 2002.




Notary Public

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EXHIBIT 1

"EXHIBIT B

DEVELOPMENT STANDARDS

For the approximately 110 acres located at the southeast corner of Rand Road and Old McHenry Road and identified as Parcel 1 on Exhibit A (the "Site"), the following standards shall apply:

A. RETAIL DEVELOPMENT

No more than 25 acres of the Site shall be developed pursuant to a planned unit development as a retail development subject to the Permitted Uses and Prohibited Uses listed below. Such retail development shall be located only in the southwesterly portion of the Site, south of the existing tree line and south of Timberlake Drive and only on Parcel 2, as defined on the plat of survey attached hereto and incorporated herein as Exhibit B-1 and as referred to in the shaded area of Diagram B-1 labeled "Potential Commercial Development Site." No retail or non-residential use shall be permitted in any other area of the site. Such retail development shall only front U.S. Route 12 (Rand Road) and shall not have any frontage or access on Old McHenry Road.

In addition, the retail development of the Site is subject to the following restrictions:

1. There shall be no more than one (1) specialty department store or one (1) specialty grocery store (not both), which may not exceed 65,000 square feet. If such a store is a department store, it shall have with high-end merchandise that specializes in apparel, fashion accessories, jewelry, items for the home and housewares, featuring exclusive offerings of merchandise, a high level of customer service and amenities, and higher price points. If such store is a specialty grocery store, such store shall provide high end food products, specialty and imported food items, wines, cheeses, ethnic foods from a variety of countries, with high levels of customer service and amenities.
2. There shall be no more than three (3) stores each having a size between 20,001 square feet and 25,000 square feet.
3. Each remaining store shall have a size not to exceed 20,000 square feet.
4. The total size of all retail development shall not exceed 25 acres, inclusive of all common areas,, retail space, parking , interior roadways, detention and other utilities.
5. Preference shall be given to smaller specialty shops and boutiques.
6. The maximum floor area ratio for each store, and in total for all stores as compared to the portion of the overall site commercially developed shall be .20.

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7. No store, building or structure shall exceed one (1) story in height; provided, however, that a store may be two (two) stories if one of the stories is below final grade. The maximum permitted height is thirty feet (30').
8. No enclosed parking structures shall be permitted.
9. All retail development shall be subject to the AO-Architectural Overlay District set forth in the Zoning Ordinance of HAWTHORN WOODS.
10. All buildings shall have pitched roofs.
11. The retail portion of the site shall be comprised of separate structures, stores and/or buildings and all stores and shops shall not be contained in the same structure, under the same roof or on the same foundation.
12. Streetscape improvements, open spaces, pedestrian areas and amenities such as fountains, reflecting pools, seating areas and similar improvements shall be required.
13. The Permitted Uses shall be as follows:
 - a. Antique shops;
 - b. Art galleries;
 - c. Bakeries, retail sales on premises;
 - d. Banks and other financial services, including drive-through facilities;
 - e. Bookstores or stationery shops;
 - f. Floral shops, conservatories for retail trade, on premises;
 - g. Gift shops;
 - h. Gourmet shops and grocery store;
 - i. Haberdasheries;
 - j. Handicraft shops;
 - k. Interior decorating shops;
 - l. Jewelry stores;
 - m. Leather goods shops;
 - n. Pet stores, but not including animal hospitals;
 - o. Picture framing when conducted for retail trade on premises;
 - p. Restaurants-sit down;
 - q. Specialty department store;
 - r. Travel bureaus;
 - s. Apparel shops;
 - t. Other uses similar to the above; and
 - u. Accessory uses to the above.
14. The Prohibited Uses shall be as follows:
 - a. Agricultural implement sales and services;
 - b. Animal hospitals/veterinary clinics;

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- c. Automobile and aircraft and power boat sales and services;
- d. Bait shops;
- e. Casinos;
- f. Commercial laundries;
- g. Dry cleaning plants;
- h. Dwelling units;
- i. Establishments where the purchase of goods or receipt of services is conducted through a drive-through window, except for banks and other financial services;
- j. Feed and grain stores;
- k. Fast food restaurants;
- l. Food locker plants;
- m. Heating and air conditioning service shops;
- n. Kennels;
- o. Laundromats;
- p. Lawn mower, snow blower and similar small engine repair services or other motor or engine repair services;
- q. Lumber yards;
- r. Medical and dental clinics;
- s. Mortuaries;
- t. Movie theaters;
- u. Outdoor sales of merchandise or services;
- v. Outdoor storage of merchandise for sale;
- w. Parking structures, free standing, above grade;
- x. Pawn shops;
- y. Penny arcade type facilities;
- z. Pinball and similar machines;
- aa. Plumbing services, showrooms and shops;
- bb. Sale and storage of gasoline/diesel fuel, filling and/or service stations;
- cc. Car washes;
- dd. Shooting ranges;
- ee. Tattoo parlors, massage parlors, pleasure spas, or establishments selling adult-only media, entertainment or services;
- ff. Taxidermy shops;
- gg. Vehicle repair shops;
- hh. Wholesaling businesses;
- ii. Zoos; or
- jj. Any other establishment or use similar to any of the above.

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B. RESIDENTIAL DEVELOPMENT

Development of the remainder of the Site shall be residential and subject to the following restrictions:

1. The building design and material provisions of the AO-Architectural Overlay District, as set forth in the Zoning Ordinance of HAWTHORN WOODS, shall be applicable to all residential dwellings.
2. No more than 10 acres of the residential portion of the Site may be developed with town homes or minimal lot line single family residential, and the total number of such dwellings shall not exceed 40, at a density not to exceed four (4) per acre.
3. No more than 20 acres of the residential portion of the Site may contain lots having a minimum size of 20,000 square feet, and the total number of dwellings shall not exceed 32
4. The remainder of the residential portion of the Site shall contain lots having a minimum size of one (1) acre.
5. Town homes may be used as a buffer only on the interior of the Site, and shall not be located adjacent to any one (1) acre home sites.
6. Only the one (1) acre home sites may be located adjacent to any existing home site in HAWTHORN WOODS, NORTH BARRINGTON, or the Valentine Manor Subdivision.

C. OPEN SPACE

Development of the entire Site must provide for a minimum of 10 acres of contiguous open space.

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PLAT OF SURVEY

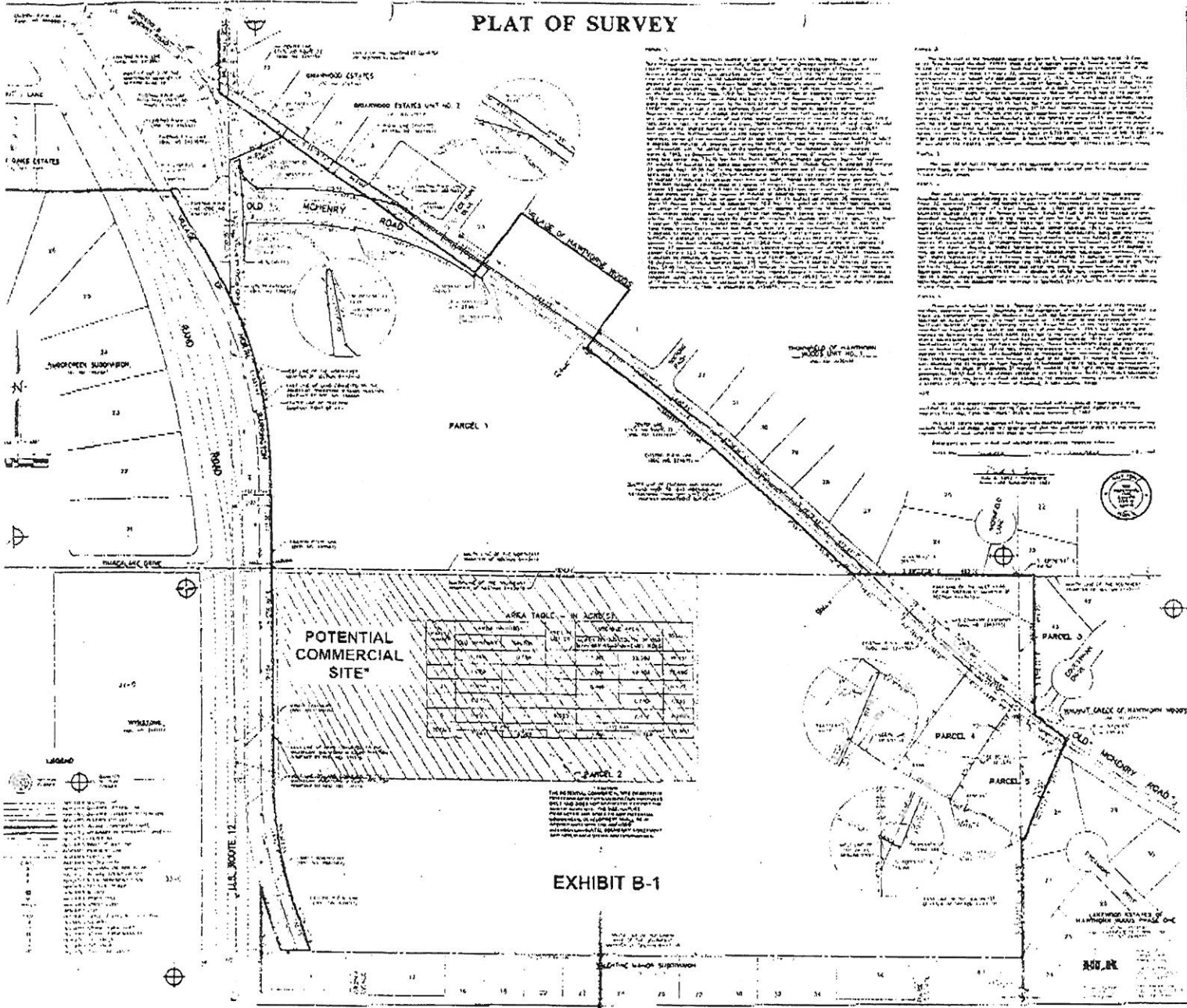


EXHIBIT B-1

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