# Village of Hampshire
# Village Board Meeting
# Thursday March 6, 2014 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

## AGENDA

1) Call to Order

2) Establish Quorum (Physical and Electronic)

3) Pledge of Allegiance

4) Citizen Comments

5) Approval of Minutes – February 20, 2014

6) Village President's Report
   a) Review and approval of proposed Amendment to Development Agreement for Tuscany Woods Subdivision, Unit 1.
   b) Review and approval of proposed Amendment to Development Agreement for Tuscany Woods Subdivision, Unit 2.
   c) Resolution: approving release of certain closed session minutes and authorizing the Village Clerk to destroy the tape recordings of certain closed sessions.
   d) Ordinance: abating taxes levied for the 2012 tax year (collectable in 2013) to pay debt service on the General Obligation Refunding Bond (Alternate Revenue Source), Series 2012, for the Village of Hampshire, Kane County, Illinois
   e) Ordinance: Authorizing renewal of Aggregation Program for Electrical Load.
   f) Resolutions- Maintenance of Streets and Highways:
      1. Resolution 2001 MFT Program
      2. Resolution 2006 MFT Street Maintenance
      3. Resolution 2007 MFT Street Maintenance
      4. Resolution 2009 MFT Street Maintenance

7) Village Board Committee Reports
   a) Economic Development
   b) Finance
      1. Accounts Payable
   c) Planning/Zoning
      1. Box Culvert Route 72
   d) Public Safety
   e) Public Works
   f) Village Services
   g) Fields & Trails

8) New Business

9) Announcements

10) Executive Session: Probable, Pending or Imminent Litigation under Section 2(c) (11)

11) Any items to be reported and acted upon by the Village Board after returning to open session

12) Adjournment

# VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – February 20, 2014

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday February 20, 2014.

Present: George Brust, Martin Ebert, Jan Kraus, Mike Reid, Orris Ruth, Rob Whaley.

Absent: None

Staff & Consultants present: Village Attorney Mark Schuster, and Hampshire Police Chief Brian Thompson

A quorum was established.

CITIZEN COMMENT

John Knewitz – 365 Meadowview Road, Burlington, IL: Retired special education from District 300. Discussed the reasons why there will be a referendum on the ballot for disabled and disability to help those in need, right now 1,000 Kane County residents are on a waiting list to received basic human services almost ten year wait, those who need job training, housing, transportation care, the schools do not offer this type of help. Depending of the value of your house a % is what you would pay. These kids must have the disability before age 18 years old to be qualified which would help them into adulthood. Please vote yes.

Trustee Brust moved, to approve the minutes of January 4, February 6 & 13 2014, with one change in January 4 to Brust not Brusty.

Seconded by Trustee Kraus
Motion carried by voice vote
Ayes: All
Nays: None
Absent: None

VILLAGE PRESIDENT REPORT

Request Impact Fees – Hampshire Township Park District

Laura Schraw – Executive Director from Hampshire Township Park District and Aaron Kelley – President of the Hampshire Township Park District Board explained what they would use the money for: Parks are needed to be ADA compliance sidewalks, and mulch. Use it for the Olsad grant by July 1st this year. Bruce Ream is in need to update their playground equipment along with the shelter plus the parking lot ADA compliance; the district would like to put sand volleyball there too. $51,000 to pay the debt service. Pre-school is not open yet waiting for DCFS to give them the license.

Trustee Ebert moved, to table 6 a – from the agenda to March 2014.

Seconded by Trustee Kraus
Motion carried by voice vote
Ayes: All
Nays: None
Absent: None

Resolution Designating certain persons to fill offices for implementation of the Village's Stormwater Management Regulations
Trustee Ebert moved, to approve Resolution 14-04; Designating certain persons to fill offices for implementation of the Village's Stormwater Management Regulations.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Brust, Ebert, Kraus, Reid, Ruth, Whaley
Nays: None
Absent: None

Review and approval of sale of surplus public property (adjacent to Mill Avenue)
Trustee Brust moved, to approving sale of surplus real estate (50' x 140.66' foot parcel south of Mill Avenue) in the amount of $15,151.50.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Brust, Ebert, Kraus, Reid, Ruth, Whaley
Nays: None
Absent: None

Review and approval of vacating and sale of public right-of-way (Alleyway).
Trustee Whaley moved, to approve sale of the right of way in the Village (Alleyway – Whelpley & Rinn's Addition to the Village) in the amount of $4,848.50.

Seconded by Trustee Ebert
Motion carried by roll call vote
Ayes: Brust, Ebert, Kraus, Reid, Ruth, Whaley
Nays: None
Absent: None

Village President Magnussen stated this contract still needs verbiage to be changed but the sale price as mentioned will be the same. Looking for a clean copy.

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development
Trustee Brust reported Economic Development meeting will be held on March 12, 2014 at 5:30 p.m. at the Hampshire Village Hall and had a phone conference with Peggy Friday from Rochelle will be on the phone discussing Buxton.

March 15, 2014 the Hampshire Business Expo will be held at Hampshire Middle School from 10 – 2 p.m. there will be Electronic Recycling in the parking lot.
Trustee Kraus and Reid will man the Village's booth from 10 to noon, Trustee Brust and Ruth will take over until 2 p.m.
Also on that same day Hampshire Park District will be having a 5k run it will start and end at Seyller Park, they have received a one day liquor license for this event.

b. Finance
Accounts Payables
Trustee Kraus moved, to approve accounts payable in the amount of $425,861.59 to be paid on or before February 26, 2014.

Seconded by Trustee Ebert
Motion carried by roll call vote
Ayes: Brust, Ebert, Kraus, Reid, Ruth, Whaley
Nays: None
Absent: None

Trustee Whaley mentioned there will be a Finance Committee meeting at 6 p.m. date will be determined yet, we will be looking at General Fund contractual services.

c. Planning/Zoning
Trustee Ruth would like to have Engineering Enterprise look into the box culvert on Rt. 72 for him.
Trustee Ruth moved, to table this and put it this on the March 6, Board meeting agenda.

Seconded by Trustee Ebert
Motion carried by voice vote
Ayes: All
Nays: None
Absent: None

Personnel – Trustee Ruth would like to see in the Village handbook for personnel stating about conceal, carry weapons, Tasers, and disable aerosol spray cans under page 14. Mr. Maxeiner had a copy from McHenry personnel handbook. This would be taken up with the Finance Committee.

d. Public Safety
Trustee Reid thanked the Hampshire Police Chief; website should be going live very soon.

e. Public Works
No report

f. Village Services
Oil Recycling start April 5th 9 to 11:30 a.m. Trustee Kraus received a phone call from a resident stating he was unhappy with Mediacom and their billing system. There is nothing the Village can do about that, but if anyone would put their complaints in writing the Village will keep it on hand for negotiations with Mediacom.

g. Field & Trails
No report

Announcements
Trustee Reid inquired about getting slide locks for the doors in the two back doors, in case of a lockdown.
Village President Magnussen reported Eric Bush Village Administrator resigned for personnel reasons.

Executive Session
Trustee Brust moved, to adjourn to executive session to discuss Release of Executive Session Minutes, Personnel- appointment, employment, compensation, discipline,performance or dismissal of a specific employee under Section 2 (c) Probable, Pending or Imminent Litigation under Section 2(c) (11) Open Meetings Act, at 7:59 p.m.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Brust, Ebert, Kraus, Reid, Ruth, Whaley
Nays: None
Absent: None

The Village Board reconvened at 8:33 PM

Discussed the budget – Police department and the squad cars they wish to buy. Towing fund will be used to purchase radios since they are about 12 years old and laptops.
Street Department- will do tree removal only, hire a full time employee to take care of SSA's and snow plow in the winter.
Hire another Police Officer.

Adjournment
Trustee Whaley moved, to adjourn the Village Board meeting at 9:11 p.m.

Seconded by Trustee Ebert
Motion carried by voice vote
Ayes: All
Nays: None
Absent: None

_____
Linda Vasquez, Village Clerk

V.6 – from 12-26 dft.draft.227 for Board of Trustees on March 6, 2014

*Tuscany Woods*

Hampshire, Illinois

/ / / / / / / / /

For Recorder's Use

# Amended and Restated Development Agreement

# for Unit 1 in Tuscany Woods Subdivision

_____, 2013

**THIS INSTRUMENT PREPARED BY**
**AND AFTER RECORDING SHOULD BE RETURNED TO:**

Mark Schuster
Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC
1250 Larkin Avenue #100
Elgin, IL 60123

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**
**FOR UNIT 1 OF THE TUSCANY WOODS SUBDIVISION**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amended Agreement") is made and entered into as of this ____ day of _____, 2013 ("Effective Date"), by and between THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation (the "Village"), and TUSCANY WOODS HOLDINGS, INC., an Illinois corporation ("Owner"). Within this Amended Agreement, the Village and Owner may be referred to individually as a "Party" and collectively as the "Parties".

*WITNESSETH:*

WHEREAS, the Village of Hampshire is an Illinois municipal corporation organized under the Illinois Municipal Code situated in the County of Kane, State of Illinois; and

WHEREAS, Owner is the owner of those portions of the real property which constitute the territory platted in the Village as Unit 1 ("Unit 1") of the Tuscany Woods Subdivision other than those portions which have been heretofore conveyed to third parties (the "Subject Property"). The Subject Property consists of approximately 119 acres which are legally described on **Exhibit "AA"** attached hereto. Unit 1 and Unit 2 (hereinafter defined) are collectively referred to herein as the "Subdivision; and

WHEREAS, the Subdivision is located, in part, on the north side and, in part, on the south side of Illinois Route 72, and in general on the east side of the Village; and

WHEREAS, the Village and HPI-HAMPSHIRE, LLC (the "Original Developer") agreed to various terms and provisions governing the subdivision, zoning and development of the Subdivision pursuant to a Development Agreement, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Document No. 2004K156704 (the "Original Development Agreement") ; and

WHEREAS, the Original Developer assigned the Original Development Agreement to PHI - Hampshire, Inc. ("PHI") by notice dated January 5, 2006; and

WHEREAS, PHI is the owner of the real property which lies in the Subdivision and outside of the land platted as Unit 1 thereof ("Unit 2"), which real property consists of approximately 250 acres; and

WHEREAS, the Subject Property was included in that certain Preliminary Plat of Subdivision approved by the Village in its Resolution No. 04-12, a copy of said Preliminary Plat being attached to this Amended Agreement as **Exhibit "BB"** (the "Preliminary Plan")(which for purposes of this Amended Agreement supplants the "Development Plan" attached to the Original Development Agreement as Exhibit "B"); and

WHEREAS, a Final Plat of Subdivision for the Subject Property, a copy of which is attached hereto as **Exhibit "LL" ",** was approved by the Village and recorded in the Office of the Kane County Recorder as Document No. 2006K139816 (the "Unit 1 Final Plat"); and

WHEREAS, the public improvements required to serve Unit 1 are substantially complete but for the incomplete work referenced in the updated punch list hereinafter described; and

WHEREAS, no final plat of subdivision has been submitted by PHI or any other party for Unit 2; and

WHEREAS, the Village, following the necessary legal notices, public hearings and other proceedings, classified the Subdivision, in part, in the R-2 Single Family Residence Zoning District, for 20,000 square foot minimum lots; in part, in the R-2 Single-Family Residence District for 12,000 square foot minimum lots; in part, in the R-3 Two-Family Residence District, for duplex buildings; and in part, in the R-4 Residence Zoning District for townhome buildings. The zoning districts are more particularly depicted on the Preliminary Plan; and

WHEREAS, since the date of the Original Development Agreement, development of the Subdivision commenced, certain improvements were constructed in support of the Subdivision, the Special Service Area described in Paragraph 7 of the Original Development Agreement was created, certain Special Service Area bonds were thereafter issued, and a number of single-family detached dwelling units and attached townhome dwelling units were constructed in Unit 1 (individually, a "Dwelling Unit" and collectively, "Dwelling Units"). The townhome Dwelling Units which were constructed were constructed in buildings containing groups of six townhomes each (a "Townhome Building"); and

WHEREAS, sixty-seven (67) Dwelling Units were completed by Owner's predecessors-in-interest and sold to, and most are currently occupied by, third party purchasers; ten (10) single-family detached Dwelling Units, four of which are model units (each an "Unfinished Single-Family Dwelling Unit") and 36 townhome Dwelling Units, six of which are model units (each an "Unfinished Townhome Dwelling Unit") located in nine different Townhome Buildings, were constructed to varying stages of completion by the aforesaid predecessors-in-interest. The Unfinished Single-Family Dwelling Units and the Unfinished Townhome Dwelling Units are identified on **Exhibit "OO" "** attached hereto and the locations of the Unfinished Single-Family Dwelling Units, the Unfinished Townhome Dwelling Units and the Townhome Buildings in which the Unfinished Townhome Dwelling Units are located are identified on **Exhibit "PP"** attached hereto. The Unfinished Single-Family Dwelling Units and the Unfinished Townhome Dwelling Units are hereinafter collectively referred to as the "Unfinished Dwelling Units"; and

WHEREAS, the completion, sale and occupancy of the Unfinished Dwelling Units will enhance the Village's tax base and add to the vibrancy of the Subdivision; and

WHEREAS, the Village, to that end, has directed its building inspectors to inspect each of the Unfinished Single-Family Dwelling Units and Unfinished Townhome Dwelling Units to determine the work that needs to be completed before the Village can and will issue a certificate of occupancy for each such dwelling unit. The work so identified by the building inspectors is identified on **Exhibit "QQ"** attached hereto. Such work is hereinafter referred to in this Amended Agreement as the "Unfinished Dwelling Unit Work"; and

WHEREAS, to date, no residential units have been constructed in Unit 2; and

WHEREAS, in the Original Development Agreement the Village agreed to permit the connection of the first one hundred seventy-five (175) dwelling units constructed in Unit 1 to the existing adjacent public sanitary sewer system and the existing public water system located on the east end of White Oak Ponds, or located in Hampshire Highlands, prior to the construction of the Connecting Sewer Main hereinafter described; and

WHEREAS, PHI has agreed to construct the Connecting Sewer Main as specified in that certain Unit 2 Amended Development Agreement (hereinafter defined); and

WHEREAS, the Parties have determined that since PHI is committing to construct the Connecting Sewer Main, Unit 1 need not be subject to any cap on sanitary sewer connections relative to dwelling units constructed and to be constructed in Unit 1; and

WHEREAS, in 2007, the persons and/or entities then working on the development and construction of the Subdivision ceased operations and development activities; and

WHEREAS, thereafter litigation ensued in the Circuit Court of Kane County concerning foreclosure of a mortgage on Unit 1 (the "Litigation"); and

WHEREAS, the Village, Owner, the Original Developer, PHI and certain other parties have now entered into a settlement agreement ( the "Global Settlement Agreement") to settle and resolve all matters encompassed by said Litigation, and other matters related to the Subdivision, which Settlement Agreement contemplates, among other things, the approval, execution and delivery of this Amended Agreement and the approval, execution and delivery of an amended and restated development agreement for Unit 2 (the "Unit 2 Amended Development Agreement") similar to this Amended Agreement; and

WHEREAS, as a result of the Litigation and other circumstances, ownership of the Subject Property and of Unit 2 now lies in separate entities, and there is at this time no unified ownership of the property constituting the Subdivision; and

WHEREAS, the Parties desire to amend and restate the Original Development Agreement in its entirety so as to delineate and define Owner's rights and obligations with respect to the Subject Property and the rights and obligations of each party or entity that ultimately acquires and proceeds with the development of Unit 1 (the "Unit 1 Owner" and if more than one, each a "Unit 1 Owner") and the rights and obligations of the party or entity that ultimately acquires and proceeds with the development of Unit 2 (the "Unit 2 Owner"); the term "Unit 1 Owner" is more particularly defined in Paragraph 26 below; and

WHEREAS, the Original Development Agreement provided by its terms that "only the written approval of the legal title holder of an interest in the property subject to a proposed amendment (the legal title holder of the property subject to the amendment) shall be required to effect an amendment to this Agreement. Accordingly, the consent of PHI as owner of Unit 2 is not required to conclude this Amended Agreement and the consent of Owner as owner of Unit 1 is not required to conclude the Unit 2 Amended Development Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the Village and Owner agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are material to this Agreement and are incorporated into this Amended Agreement as if fully stated in this Section 1. The Parties acknowledge the truth and accuracy of the foregoing recitals.

**2. Authority/Exhibits.**

(a) This Amended Agreement is made pursuant to and in accordance with the provisions of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) including but not limited to the authority granted to the Village to approve map amendments; to grant subdivision approval; to enter into contracts for the construction of sanitary sewer and public water facilities; and to accept dedications of land by easement or deed for public use.

(b) The Village and Owner acknowledge to each other that the Subject Property is validly annexed to the Village in accordance with Doc. No. 1849822, recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

(c) So as not to confuse the various exhibits attached to the Original Development Agreement, which were labeled in consecutive fashion starting with the letter "A" and proceeding therefrom, with the exhibits attached to this Amended Agreement, the exhibits to this Amended Agreement are labeled in consecutive fashion starting with the letters "AA" and proceeding therefrom. All of said latter exhibits are incorporated into this Amended Agreement by this reference thereto.

**3. The Zoning, Subdivision and Development of the Subdivision.**

(a) Pursuant to the Original Development Agreement, the construction, maintenance and operation of a sanitary sewer system and potable water system and the construction of the other public improvements herein and therein described is based on the Original Developer's, Owner's, PHI's and the Village's understanding relative to the zoning, subdivision and development of the Subdivision, as set forth in the Original Development Agreement and the Preliminary Plan approved as an element thereof. Accordingly, the Parties agree, subject to subparagraph (j) below, that: (i) in Unit 1 there shall be no more than 106 single-family lots platted and no more than 106 single-family home Dwelling Units constructed, no more than 44 duplex lots platted and no more than 88 duplex Dwelling Units constructed, and no more than 25 townhome lots platted and no more than 148 townhome Dwelling Units constructed; and (ii) in Unit 2 there shall be no more than 263 single-family lots platted and no more than 263 total single-family dwelling units constructed and no more than 18 duplex lots and 36 duplex dwelling units constructed. In furtherance of the foregoing, the Parties acknowledge that the Unit 1 Final Plat contains a scrivener's error in the zoning table referenced thereon. In order to correct the error Owner shall prepare a Certificate of Correction to properly identify the number of single family, duplex and townhome lots platted in Unit 1. The Village agrees to cooperate with Owner to approve and record the Certificate of Correction.

~~(b) The Village hereby confirms the approval of the Preliminary Plan and agrees that, with respect to the Subject Property, such approval shall remain effective for the Term of this~~

~~Amended Agreement.~~

(c) Subject to the work to be performed pursuant to the Updated Punch List (hereinafter defined), the Village hereby confirms and agrees that the Subject Property has been developed substantially in accordance with (i) the Unit 1 Final Plat; (ii) ; (iii) the Final Engineering Plans for Unit 1 prepared by Cowhey Gudmundson Leder, Ltd. dated April 15, 2005, and last revised May 11, 2007, which plans are generally referred to as **Exhibit "CC"** the cover page of which is attached hereto for recording purposes and which plans are available in their entirety at the office of the Village Engineer (the "Unit 1 Final Engineering Plans"); and (iv) the Landscape Plan prepared by Landworks, Ltd. as last revised on June 26, 2006 (under date of May 2, 2006), a copy of which is attached hereto as **Exhibit "DD"** (the "Landscape Plan."). The Village further confirms its prior approval of the departures from the Subdivision Code set forth in subparagraph (g) below to permit the development of the Subject Property in accordance with Unit 1 Final Plat as to Unit 1, and in accordance with the Preliminary Plan as to Unit 2 respectively.

(d) The Village hereby confirms the approval of and hereby agrees that the gross site area and lot area requirements for the single family dwellings (20,000 square foot minimum) shall be as depicted on the Unit 1 Final Plat and governed by subparagraph (c) of Section 6-7-1 of the Hampshire Zoning Ordinance, 2003. The lot width requirements and the front, rear, side and corner side yard requirements for the 20,000 square foot minimum lots and the gross site area, lot area, lot width requirements and yard requirements (front, rear, side and corner side yard) for the 12,000 square foot minimum lots shall be as depicted on the Unit 1 Final Plat and governed by Section 6-7-2 of the Hampshire Zoning Ordinance, 2003.

(e) The Village hereby confirms the approval of and hereby agrees that the gross site area, lot area, lot width requirements and the yard requirements (front, rear, side and corner side yards) for the duplex dwelling units constructed in Unit 1shall be as depicted on the Unit 1 Final Plat and governed by subparagraph (c) in Section 6-7-3 of the Hampshire Zoning Ordinance, 2003.

(f) The Village hereby confirms the approval of and hereby agrees that the gross site area, lot area, lot width requirements and the yard requirements (front, rear, side, and corner side yards) for the townhome units constructed in Unit 1 shall be as depicted on the Unit 1 Final Plat and governed by subparagraph (c) of Section 6-7-4 of the Hampshire Zoning Ordinance, 2003. Townhome dwelling units shall be permitted to be developed in four, five and six unit buildings, as depicted on the Unit 1 Final Plat.

(g) The Village hereby confirms the approval of and hereby agrees that the provisions of the Village Building Code, Hampshire Municipal Code, Chapter V, Section 5-1-1 *et seq.* currently in effect, to wit: International Building Code Council, 2006 Edition, as modified by Village Ordinance No. 08-40; and the Village Zoning Code, Hampshire Municipal Code, Chapter VI, Section 6-1-1 *et seq.;* and the Village Subdivision Code, Chapter VII, Sections 7-1-1 *et seq.,* in effect as of the date of the Original Development Agreement, shall apply to the development of the Subject Property, except as otherwise expressly and specifically set forth in this Amended Agreement. The Village acknowledges that it duly considered the Original Developer's request for departures from the Subdivision Code (Chapter VII of the Hampshire Village Code) and following the required legal notices and public hearings approved

the following departures which shall apply for the Term of this Amended Agreement to Unit 1 and for the term of the Unit 2 Amended Development Agreement to Unit 2, respectively, per the Unit 1 Final Plat as to Unit 1, and the Preliminary Plan as to Unit 2, respectively:

(i) In Section 7-4-4(A)(2), to permit 120-feet average lot length in lieu of the 125-foot requirement for no more than one hundred four (104) lots;

(ii) In lieu of Section 7-4-3(A), the block length requirements as depicted on the Preliminary Plan and Unit 1 Final Plat shall apply;

(iii) To permit 80 degree angles at intersections in lieu of the 90 degree angle at intersection requirement, provided, this departure shall apply to no more than one (1) intersection;

(iv) In Section 7-4-1, "Minimum Standards for Street Design", to permit roadway centerline radii of 85-feet on minor streets in lieu of the otherwise required 200-foot centerline radius;

(v) In Section 7-4-1, "Minimum Standards for Street Design", to require no minimum vertical curve length requirement where a roadway gradient differential is less than or equal to 1.5% and where vertical curves are required and designed with a K value of 30 for crests and 40 for sags with no minimum length;

(vi) In Section 7-4-1, to require no minimum tangent between reverse curves for minor streets in lieu of the 25-foot requirement;

(vii) Section 7-4-1 (B)(7)(a), restricts cul-de-sac length to 500-feet. The Village finds that the turnaround serving Lots 29 to 42 is not a cul-de-sac and does not require a departure from this Section;

(viii) In Sections 7-3-6 and 7-4-6(A), to permit a combination sidewalk/bike path where indicated on the approved Unit 1 Final Plat and as depicted on **Exhibit "J J"** attached hereto;

(ix) Section 7-4-4(F) to permit not more than twenty-seven (27) lots to be developed at a minimum lot width of 105-feet in lieu of the requirement that corner lots for residential use shall have not less than ten (10) feet of extra width;

(x) The tree preservation, tree removal and general landscaping requirements in Section 5-3-2 are modified as follows:

(1) Section 5-3-2(A) is modified to provide that existing trees smaller than 6" diameter at breast height (DBH) shall be exempt from the tree survey or replacement requirements;

(2) Section 5-3-2(C)(l)(d) is modified to provide that existing trees shall be measured in DBH not caliper inches and if during development of the Subject

Property an existing tree which was to be removed is saved, then a credit shall be given by the Village and a revision to the tree preservation and removal plan shall occur; and

(3) Section 5-3-2(D)(2) is modified to provide that existing Boxelder, White Mulberry, Colorado Blue Spruce, Paper Birch, Apple, Pear, Cottonwood, Slippery Elm, American Elm, Siberian Elm, Black Cherry, Downy Hawthorn, Crack Willow, White Willow, Black Willow and Buckthorn trees shall also be exempt from replacement requirements if removed.

(xi) In Section 7-3-7(B), two (2) parkway trees shall be required on each lot with a minimum of one hundred (100) foot of street frontage and one (1) parkway tree shall be required on each lot with less than one hundred (100) foot of street frontage; on any corner lot, the required number of trees shall be provided on each frontage;

(xii) Owner may use vegetation for edging and side slopes of drainage facilities, provided said slopes are properly designed and built so as not to require stabilization which would require stone or other re-enforcing material; provided, the treatment of side slopes shall specifically be subject to review and approval by the Village Engineer and in any event, shall not exceed four to one (4:1) slope;

(xiii) In Section 5-3-3(E)(4)(a), the minimum size of deciduous trees shall be 2.5" caliper, rather than 6" caliper;

(xiv) In Section 5-3-2(D)(4) and 5-3-3(G)(2), the trees shall have a trunk diameter of not less than 2.5" caliper, rather than 3" caliper;

(xv) In Section 5-3-7(G)(4), to maintain said trees for a period of one (1) year, rather than three (3) years following the acceptance of the street improvements in the right-of-way the trees are planted in. The term for replacement warranty for landscaping on private property shall be one (1) year after the initial acceptance by the Village, provided, as to any vacant lot or lots which Owner conveys to a third party, such third party shall assume the responsibility for trees and landscaping described in this paragraph;

(xvi) In Section 5-3-7(G), to replace, in accordance with the requirements of this Article, any trees that do not survive in a good and healthy condition for the one (1) year, rather than for the three (3) year, period next following the date of the acceptance of the street improvements in the right-of-way the trees are planted in; and

(xvii) In Section 7-4-7(A), all unpaved areas within street right-of-ways adjacent to open space may be seeded subject to review and approval by the Village Engineer.

Modified or additional departures regarding the Subject Property may be approved by the Village pursuant to the procedures established in its ordinances without the necessity of

amending this Amended Agreement including, without limitation, the following, each of which is hereby agreed by the Village:

(h) The Unfinished Dwelling Units and additional dwelling units to be constructed in Unit 1 may be constructed

(i) without fire protection sprinklers (as duly considered and approved by the Village Trustees on July 2, 2009), except as may be otherwise required by State law; provided, Owner or the Unit 1 Owner, as the case may be, shall offer to any purchaser of a Dwelling Unit as an option installation of fire protection sprinklers, and obtain from any person or persons who refuse or decline such option, a written waiver or decline of fire protection sprinklers.

(ii) with romex in lieu of conduit for electrical wiring,

(iii) with PVC in lieu of copper water piping and

(iv) with ground fault in lieu of "ARC" fault circuit interrupters.

(h) Construction may be phased on the Subject Property. No builder shall commence construction on a second or succeeding phase within the Subject Property if that builder is in default of any obligation to the Village. However, this prohibition shall apply only to the builder in default.

(i) The Village agrees to issue permits for all remaining dwelling units in the Subject Property, with all of said dwelling units being able to connect to the existing adjacent public sewer system and the existing public water system located on the east end of White Oak Ponds, or located in Hampshire Highlands. The Village further agrees that notwithstanding anything to the contrary in the Original Development Agreement, the one hundred seventy-five Dwelling Unit (175) cap on sanitary sewer connections described in the Original Development Agreement shall not apply to the Subject Property.

(j) During the course of development of the Subject Property Owner may, at its sole cost and expense, seek additional zoning approvals and subdivision variations, which approvals or variations shall be subject to Village approval in accordance with all applicable Village codes and ordinances, without the need for further amending this Amended Agreement and without the approval of either PHI or the Unit 2 Owner.

**4. <u>Public Sanitary Sewer Service in the Subdivision</u>**. The following terms and provisions shall apply to the provision of public sanitary sewer service to the Subdivision:

(a) <u>Existing Capacity</u>. The Parties acknowledge that the First Sewer Expansion Project described in the Original Development Agreement (the "First Sewer Expansion Project") has been fully constructed and is operational as of the Effective Date of this Amended Agreement and further that the Village, since completion of the First Sewer Expansion Project, has constructed a second expansion (the "Second Sewer Expansion Project") of the Village's Wastewater Treatment Facility (the "WWTF"). The Village represents and warrants that, as of the Effective Date of this Amended Agreement, the capacity of the WWTF is 2.76 mgd and that

the Village has, and at all times during the Term of this Amended Agreement will have, the capacity to treat all wastewater to be generated from the Subject Property. The Village further represents and warrants that the Hampshire Creek Interceptor Sewer has been constructed and that it has created, and at all times during the Term of this Amended Agreement will have, sufficient transmission capacity for wastewater to be generated from the Subject Property.

(b) Reservation of Capacity. For the Term of this Amended Agreement the Village shall reserve wastewater treatment capacity in the WWTF, and wastewater transmission capacity in the Hampshire Creek Interceptor Sewer in the amounts and to the extent necessary to provide sanitary sewer services to and for all of Unit 1, as it is contemplated to be developed pursuant to this Amended Agreement. The Parties acknowledge that wastewater transmission lines have been constructed in Unit 1 which connect to wastewater transmission lines in the White Oak Ponds Subdivision immediately west of Unit 1 (which lines in turn connect to the West Side Interceptor Sewer, sometimes referred to historically as the Southeast Interceptor Sewer). For the Term of this Amended Agreement the Village shall reserve 612.5 P.E. (i.e., 3.5 P.E. times 175 single-family dwelling units) of wastewater transmission capacity in the West Side Interceptor Sewer for Unit 1 Owners. The Parties agree that such wastewater transmission lines shall be disconnected from the West Side Interceptor Sewer and connected to the Hampshire Creek Interceptor Sewer via the Connecting Sewer Main described below and subject to the terms and conditions set forth in this Paragraph 4.

(c) Interim Connection. The Village shall allow connection of wastewater transmission lines in Unit 1 to the wastewater transmission lines in the White Oak Ponds Subdivision immediately west of Unit 1 (which lines in turn connect to the Southeast Interceptor Sewer, sometimes referred to historically as the "West Side" Interceptor Sewer) for wastewater transmission; provided it is understood and agreed that such wastewater transmission shall be converted to connection to the Hampshire Creek Interceptor Sewer via the Connecting Sewer Main described below and subject to the terms and conditions set forth in this Paragraph 4.

(d) Construction of the Connecting Sewer Main. The Village's plan and design of its wastewater transmission system has allowed for temporary use by the Owner of Unit 1 of a connection to the West Side Interceptor Sewer to serve dwelling units constructed and to be constructed in Unit 1, and further, calls for the construction of a new connecting sewer main (the "Connecting Sewer Main") in Unit 2 to divert such wastewater conveyance out of the West Side Interceptor Sewer and into the Hampshire Creek Interceptor Sewer. The Connecting Sewer Main must be constructed on certain land lying within Unit 2. The location of the Connecting Sewer Main is depicted on the Public Sewer Utility Service Exhibit which is attached hereto as **Exhibit "HH"** The Connecting Sewer Main shall be designed and constructed at the expense of PHI or the Unit 2 Owner. Such person or entity shall at its sole expense be responsible to obtain any and all permits necessary for construction of the Connecting Sewer Main. Design and construction of the Connecting Sewer Main shall include such improvements as are necessary to divert wastewater flow originating from Unit 1 into the Hampshire Creek Interceptor Sewer via the Connecting Sewer Main. The Village agrees that Owner and any Unit 1 Owner shall have no responsibility whatsoever to construct or to contribute toward the cost to construct the Connecting Sewer Main.

(e) Permit/Fee Lists to be Utilized by Village. The Village Engineer has certified the total costs incurred by the Original Developer in constructing the First Sewer Expansion

Project to be $4,417,210.48. Owner shall be entitled to a credit for such amount against the amounts of sanitary sewer impact fees and sanitary sewer connection fees due for Dwelling Units to be constructed in Unit 1. The Village shall utilize a system of Permit/Fee Lists for each building permit requested by Owner and shall show thereon that no sanitary sewer impact fees and no sanitary sewer connection fees are due for any such permit in Unit 1.

(f) Recapture for Sanitary Sewer Costs. The Village acknowledges and agrees that the amount expended by the Original Developer in constructing the First Sewer Expansion Project exceeded the amount otherwise due from the Subdivision for sanitary sewer impact fees and sanitary sewer connection fees and that a recapture agreement to allow for the recovery of such excess amount has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114, based at the time on the partial costs that had been incurred by the Original Developer for the First Sewer Expansion Project (the "First Sewer Expansion Project Recapture Agreement"). Concurrently with the approval of this Amended Agreement the Village shall: (1) execute and deliver to Owner an estoppel certificate, in form and content reasonably acceptable to the Village Attorney, recognizing and confirming the validity of the First Sewer Expansion Project Recapture Agreement; and (2) approve, and thereafter record, an amendment to the First Sewer Expansion Recapture Agreement, confirming the final certified cost of constructing the First Sewer Expansion Project, the right of recapture herein provided for and a recapturable amount due Owner of One Million Three Hundred Eight Thousand Four Hundred Fifty Five and 48/XX Dollars ($1,308,455.48). The form of said amendment is attached hereto as **Exhibit "EE"** Said amendment shall also confirm Owner's right to assign its right of recapture.

(g) Acceptance of Improvements. The Village shall accept the sanitary sewer mains without requiring Owner or any Owner of Unit 1 to complete the work items in regard to the sanitary sewer mains set forth in the Updated Punch List letter of EEI, dated December 3, 2013); and instead, the Village will complete all work items noted on the Updated Punch List (as defined in Paragraph 12 of the Amendment to Development Agreement) that relate to the sanitary sewer mains in the Subdivision. For this purpose, the Village will use monies previously deposited and currently being held in the Tuscany Woods Construction Escrow Account at the Village, free of any and all claims Owner or any Unit 1 Owner may otherwise assert in regard to said monies.

(h) On-Site Permits. No on-site sanitary sewer main extensions are required for the development of the Subject Property, except as may be necessary for connection to the Connecting Sewer Main (to be constructed by PHI or the Unit 2 Owner).

(i) Payment Remaining due for . Sanitary Sewer Facilities. The Parties acknowledge that PHI, in the Unit 2 Amended Development Agreement, has acknowledged and agreed that pursuant to the terms of the Agreement for Funding Expansion of the Village's Wastewater Treatment Facility to 1.5 MGD Capacity, dated February 6, 2006, there is due and owing from PHI to Hampshire East, LLC, an amount equal to $226,206.13. The Parties further acknowledge that PHI has agreed to pay said amount to Hampshire East, LLC as a condition of approval of, and not later than the date of recording of, the first final plat of subdivision for all or any part of Unit 2. The Village acknowledges and agrees that neither Owner nor any Unit 1 Owner shall be obligated to pay to the Village or any other party, directly or indirectly, any further amounts for the construction of either the First Sewer Expansion Project, the Second

Sewer Expansion Project or the Hampshire Creek Interceptor Sewer.

(k) No Further Sanitary Sewer System Improvements. ~~Except for the punch list work for sanitary sewer improvements referred to above~~, Neither Owner, any Unit 1 Owner, nor any other person owning or acquiring any interest in the Subject Property shall have any further obligation to construct or pay for any sanitary sewer system improvements for the Subdivision, Unit 1 or any other property, nor shall Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property have any obligation to pay any sanitary sewer impact fees or sanitary sewer connection fees in connection with the construction of improvements on the Subject Property.

**5. Public Water Service to the Subdivision**. The following terms and provisions shall apply to the provision of public water service to the Subdivision:

(a) Existing Capacity. The Parties acknowledge and agree that the First Water Expansion Project described in the Original Development Agreement has been constructed and is operational as of the Effective Date of this Amended Agreement. The Village represents and warrants that the Village's water supply and distribution system has sufficient capacity, and that at all times during the Term of this Amended Agreement it will have sufficient capacity to serve the Dwelling Units constructed or to be constructed in Unit 1.

(b) Reservation of Capacity. For the Term of this Amended Agreement the Village shall reserve capacity in its water supply and distribution system in the amounts and to the extent necessary to provide potable water and water for fire protection services to the Dwelling Units constructed and to be constructed in Unit 1. The Village agrees that it will not refuse or fail to issue building permits for Dwelling Units to be constructed in Unit 1 because the Unit 2 Pressure Reducing Valve may not yet have been installed or placed into operation.

(c) Installation of Pressure Reducing Valve. The Parties acknowledge that a pressure reducing valve (the "Pressure Reducing Valve") for the water supply and distribution system to serve Unit 2 has been fabricated, has been paid for, and is currently stored at the Village's Water Facility No. 10-13 awaiting installation. The Parties further acknowledge and agree that the Pressure Reducing Valve and apparatus is to be transported and installed and made fully functional by PHI or other Unit 2 Owner, at its sole expense, and that PHI or other Unit 2 Owner is to be responsible for obtaining any permits required for said transport and installation. The Village acknowledges and agrees that neither Owner, any Unit 1 Owner, nor any other person owning or acquiring any interest in the Subject Property shall have any liability or responsibility for the cost of fabricating, transporting, installing or storing the Unit 2 Pressure Reducing Valve or for posting any performance security with the Village to ensure the timely and complete transportation and installation of the Unit 2 Pressure Reducing Valve.

(d) Permit/Fee Lists to be Utilized by Village / Fee Credits. The Village Engineer has certified the total costs of constructing the First Water Expansion Project to be $2,483,062.10. Owner shall be entitled to a credit for such amount against the amounts of water impact fees and water connection fees due for Dwelling Units to be constructed in Unit 1. The Village shall utilize a system of Permit/Fee Lists for each permit requested by Owner and shall show thereon the amount of water impact fees and water connection fees due for each such permit and shall show that no further amount is due. The Village acknowledges that Unit 1 is

"paid in full" and that no further water impact fees or water connection fees will be due as a result of or in connection with the development of the Subject Property and the construction of Dwelling Units in Unit 1. ~~The Village further acknowledges that Owner or any Unit 1 Owner shall be entitled to credits against other fees due the Village (including, without limitation, reimbursement of Village review costs and consultants fees as detailed in Section 20 herein) in connection with the construction of Dwelling Units in Unit 1 to the extent of and in the amount of $92,263.66, said sum being the amount by which Owner, or Owner's predecessors in interest, overpaid its "fair share" of the certified cost of constructing the First Water Expansion Project and which amount was drawn by the Village under Park National Bank Letter of Credit No. 474. Alternatively, the Village acknowledges and agrees that Owner or any Unit 1 Owner may choose to have said credit of $92,263.66 applied to that certain construction escrow account presently held by the Village~~.

(e) Recapture Due for Water Costs. The amount expended by the Original Developer for the First Water Expansion Project does not as of the Effective Date of this Amended Agreement exceed the amount of water impact fees and water connection fees due for the number of dwelling units planned for the Subdivision, but it is anticipated that after adding the cost of transportation and installation of the PRV when actually incurred by the Owner of Unit 2 the sum of the certified costs of the First Water Expansion Project will exceed the amount due for such impact and connection fees. Therefore, although there is not any recapture due at this time, there may in the future be recapture due as a result of the construction of the First Water Expansion Project. A Recapture Agreement for such expenditures was approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01113, based at the time on the partial costs that had been incurred by Owner for the First Water Expansion Project. The parties shall cooperate to record an amendment to said Recapture Agreement, certifying the final certified costs of such work as specified above, describing any amount of recapture due, and specifying that any amount of recapture realized from such agreement shall be paid to the PHI as Owner of Unit 2.

(f) All water mains heretofore constructed in the Subdivision (and which have not previously been accepted by the Village), shall be conveyed to the Village by customary form bill of sale, and the Village shall accept same, without requiring the posting of a maintenance security as otherwise provided in Section 7-2-4 of the Village Subdivision Regulations, after its approval of an Amendment to the Development Agreement and receipt from Owner of a properly executed original of same. The Village shall accept the water mains without requiring Owner or any Owner of Unit 1 to complete the work items in regard to the water mains set forth in the Updated Punch List letter of EEI, dated December 3, 2013); and instead, the Village will complete all work items noted on the Updated Punch List (as defined in Paragraph 12 of the Amendment to Development Agreement) that relate to the water mains in the Subdivision. For this purpose, the Village will use monies previously deposited and currently being held in the Tuscany Woods Construction Escrow Account at the Village, free of any and all claim Owner or any Unit 1 Owner may otherwise assert in regard to said monies.

(f) On-Site Permits. No on-site water improvements permits are required for the development of the Subject Property.

(g) No Further Water System Improvements. ~~Other than the work identified on the~~

~~Updated Punch List~~, Neither Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property shall have any further obligation to construct or pay for any water system improvements for the Subdivision, or any other property, nor shall Owner, any Unit 1 Owner or any other person owning or acquiring any interest in the Subject Property have any obligation to pay any water impact fees or water connection fees in connection with the construction of improvements on the Subject Property.

**6. <u>Storm Sewer Service in the Subdivision</u>.**

(a) The Village agrees that the Unit 2 Amended Development Agreement shall require the Owner of Unit 2 to covenant that to the extent such Owner owns or controls any detention basins which serve or are intended to serve Unit 1, said Owner shall not obstruct Owner's ability to freely utilize the same. ~~The Unit 2 Amended Development Agreement shall also require PHI to grant any easements as may be necessary, as determined by Owner or by any Unit 1 Owner, to facilitate the transmission of stormwater generated from Unit 1 to the detention basins located in Unit 2.~~ Further, the Unit 2 Amended Development Agreement shall require the Unit 2 Owner to complete any remaining detention basin work for detention basins located on Unit 2.

(b) ~~The Village acknowledges and agrees that all detention basins and related appurtenances serving Unit 1 which have not been previously conveyed to and accepted by the Village have been constructed.in accordance with Unit 1 Final Engineering Plan, except as otherwise expressly stipulated in the Updated Punch List. Upon completion of any work items listed in the Updated Punch List, and after execution of this Amended Agreement, Owner shall convey to Village and Village shall accept title to lots 1023 and 1025 in Unit 1. The conveyance shall be made pursuant to Deed in the form attached in **"Exhibit MM"** hereto~~.

(b) All detention basins and related appurtenances serving Unit 1 which have not been previously conveyed to and accepted by the Village shall be conveyed to the Village by customary form of bill of sale, and the Village shall accept the same (without requiring the posting of any maintenance security as provided for in Section 7-2-4 of its Subdivision Regulations), concurrently with the execution of this Amended Agreement by the Parties. Concurrently with the conveyance of such improvements and provided Owner has obtained at its expense a commitment for title insurance showing clear title to same, and that Owner will provide a policy of title insurance for same after acceptance of the Deed(s) described herein, Owner shall convey to the Village, and the Village shall accept, title to Lots 1023 and 1025 in Unit 1. The conveyance shall be made pursuant to Deed in the form of **Exhibit "FF"** ~~**MM**~~ attached hereto

(c) At the closing contemplated by the Global Settlement Agreement, Owner shall pay the Village $3,700 as Owner's contribution towards the cost of undertaking the work to Detention Basins No. 5 and 7 identified on the Updated Punch List, and the Village shall also collect $21,800 from the Unit 2 Owner as the contribution of the Unit 2 Owner towards the cost of undertaking the work to Detention Basins No. 4 and 8 identified on the Updated Punch List. The Village shall use the monies contributed pursuant to this paragraph to perform the work related to said basins described in the letter from Encap, dated November 18, 2013. ,~~The Village acknowledges and agrees that all storm sewers constructed on Unit 1 which have not been previously conveyed to and accepted by the Village have been constructed in accordance with~~

~~the Unit 1 Final Engineering Plan, except as otherwise expressly stipulated in the Updated Punch List. Upon completion of any work items noted in the Updated Punch List, and after execution of this Amended Agreement, Owner shall convey to the Village by customary form bill of sale, and the Village shall accept said storm sewers.~~

(d) All storm sewers heretofore constructed in the Subdivision (and which have not previously been accepted by the Village), shall be conveyed to the Village by customary form bill of sale, and the Village shall accept same, without requiring the posting of a maintenance security as otherwise provided in Section 7-2-4 of the Village Subdivision Regulations, after its approval of an Amendment to the Development Agreement and receipt from Owner of a properly executed original of same.

(e) The Village shall accept the storm sewers without requiring Owner or any Owner of Unit 1 to complete the work items in regard to the storm sewers set forth in the Updated Punch List letter of EEI, dated December 3, 2013); and instead, the Village will complete all work items noted on the Updated Punch List (as defined in Paragraph 12 of the Amendment to Development Agreement) that relate to the sanitary sewer mains in the Subdivision. For this purpose, the Village will use monies previously deposited and currently being held in the Tuscany Woods Construction Escrow Account at the Village, free of any and all claim Owner or any Unit 1 Owner may otherwise assert in relation to said monies. Provided, the parties acknowledge and agree that a section of storm sewer has yet to be constructed in Unit 1, as referenced in the Updated Punch List, and Owner or the Unit 1 Owner shall be responsible at its cost to construct said storm sewer at such time as necessary to ensure the proper flow of storm water from the area to be served by said section of storm sewer.

7. **Recapture for Off-Site and On-Site Public Improvements; Recaptures to be Paid**.

(a) Owner shall be entitled to receive the recapture due pursuant to the amendment to the First Sewer Expansion Recapture Agreement described in Paragraph 4(f) above.

(b) Owner shall be entitled to receive recapture due from the Unit 2 Owner in the amount of One Hundred Forty Nine Thousand Five Hundred and No/100 ($149,500.00) Dollars as specified in the Amended Agreement for Unit 2, Paragraph 7.

(c) The Village and Owner acknowledge and agree that the following recapture amounts are due and owing in connection with the development of the Subject Property:

(i) Recapture due the Farms of Hampshire, LLC in the initial amount of $189,182.52 as a result of the construction of improvements for the intersection of Runge Road and IL 72, , per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008, as Document No. 2008K060161; and

(ii) Recapture due the Farms of Hampshire, LLC in the initial amount of $395,727.53 as a result of the construction of certain improvements for the extension of Runge Road and the extension of Jake Lane, , per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008 as Document No. 2008K060160 ; and

(iii) Recapture due Hampshire Enterprises, Inc., based on the certified costs of $58,522.28, as a result of the construction of the Southeast Interceptor Sewer in the Village, per the Recapture Agreement recorded in the Kane County Recorder's Office on January 6, 1997 as Doc. No. 1997K001003; .

VILLAGE PROPOSAL:

The Owner of Unit 1 and the Owner of Unit 2 shall be responsible to pay the recaptures set forth above in accordance with the terms and provisions of the Recapture Agreements identified above, and shall indemnify and hold harmless the Village from any and all claims, demands, liabilities, damages and judgments which may arise out of or result from said Recapture Agreements, or any of them, including but not limited to any attorney fees incurred by the Village in receiving, reviewing, considering and/or responding to any such claim, demand, liability, damages, or judgment.

Provided, it is understood and agreed that said Owners or either of them, their successors or assigns, may in good faith contest the validity or enforceability of said Recapture Agreements or any of them by means of a proceeding or proceedings seeking a construction of said Agreement(s) and/or a declaration of rights and obligations under said Agreement(s), in which case, Owner(s) agree to be bound by any such construction or declaration.

OWNER PROPOSAL;

iii) Owner shall pay to the Village as and for the recapture due to Hampshire Enterprises, Inc. under the Recapture Agreement recorded as Doc. No. 1997K001003 an amount equal to $32,000.00, at the time of execution of this Amended Agreement.

~~provided, however, that with respect to each of (i) and (ii) above no Interest (as defined in said Recapture Agreements) shall be due and payable. In addition (i) the amount due for recapture under each recapture agreement shall be $_____, and $_____ respectively for each Dwelling Unit to be constructed on the Subject Property after the Effective Date of this Amended Agreement and payable upon application for and a condition for issuance of a certificate of occupancy for each Dwelling Unit; and (ii) the Village~~

~~shall not impose or claim a Village Administrative Fee (as such term is defined in each of such recapture agreements) in connection with its recapture of the aforesaid sums.~~

(c) The Village acknowledges and agrees that except as set forth in this Paragraph 7, no other recapture payments shall be due from Owner or any Unit 1 Owner as a result of or in connection with the development of the Subject Property and that the Village shall not approve any other recapture agreements or adopt any recapture ordinances which burden Owner, a Unit 1 Owner or the Subject Property with additional recapture obligations without the prior written consent of Owner or the affected Unit 1 Owner, which consent may be given or withheld in said party's sole and absolute discretion.

**8. Creation of SSA and Issuance of Bonds**. With respect to Special Service Area #13 established by the Village pursuant to Paragraph 7 of the Original Development Agreement the Parties acknowledge and agree as follows:

(a) The Village duly proposed and established Special Service Area #13 as described in the Original Development Agreement and special service area bonds in an amount equal to $12,000,000 were thereafter issued by the Village (the "SSA #13 Series 2007 Bonds"), and the proceeds of said bonds were utilized for the construction of public improvements identified in the Original Development Agreement.

(b) The Bonds are being retired by special taxes levied on a reasonable and rational basis against the property located within the Subdivision, provided, however, that by agreement of the Parties, PHI and others, $5,900,000 of the SSA #13 Bonds, Series 2007 have been or are to be redeemed and/or retired, and the territory comprising Unit 2 has been or is to be disconnected by court proceedings and order from Special Service Area #13, prior to or after the Effective Date of this Amended Agreement.

(c) After redemption/retirement of the aforesaid $5,900,000 of said Bonds, and the aforesaid disconnection of Unit 2 from Special Service Area #13, $_____ in bonded indebtedness shall remain outstanding, and debt service thereon shall be paid by special taxes levied on the territory comprising Unit 1 in accordance with the procedures prescribed in the original Bond Ordinance, Village of Hampshire Ordinance No. 06-42; the ordinance authorizing redemption/retirement of a portion of the bonds, Village of Hampshire Ordinance No. 14-____; and as outlined in the Special Tax Roll and Report for Special Service Area #13 issued from time to time, until paid in full.

**9. Impact Fees / Off-Site Improvements.**

(a) The impact fees and transition fees set forth on **Exhibit "GG** shall apply to any new construction in Unit 1 hereafter, and shall continue in effect without change for a period of four (4) years after the Effective Date of this Amended Agreement; provided that upon expiration of the four (4) year period the impact fees and transition fees applicable to the Subject Property shall be the fees then generally applicable in the Village. Provided, further, however, that any such increased, other or additional impact fee or transition fee adopted by the Village following the expiration of the four (4) year period shall not apply to Unit 1 until six (6) months after the Village Board approves the same and gives notice of the same to Owner or the Unit 1

Owner then developing the Subject Property, which action may be taken and notice may be given prior to the expiration of said four year period. Notwithstanding the foregoing, in no event shall the impact fees and transition fees identified in **Exhibit "GG** be higher than the corresponding impact fees or transition fees applicable in the Village on the Effective Date of this Amended Agreement.

(b) Owner shall pay the fees described in the foregoing paragraph (a) at the time of application and as a condition for issuance of a certificate of occupancy for each Dwelling Unit constructed in Unit 1.

(c) If, after the Effective Date of this Amended Agreement, the Village negotiates or determines an impact fee or Transition Fee with another owner of newly annexed property which is less than the fees then applicable to the Subject Property, from and after the date of such determination, Owner shall be entitled to pay the lower impact fee or Transition Fee for all of the Dwelling Units to be constructed in Unit 1 for which a building permit had not yet been issued.

(d) The Village acknowledges that no land contribution shall be required for the land/cash contributions due for school impact fees under Chapter 14 of the Village Code and/or the Original Development Agreement or this Amended Agreement, and Owner shall pay cash in lieu of land therefor as specified on **Exhibit "GG**

(e) Monies received pursuant to the Original Development Agreement and/or this Amended Agreement and in particular, the impact fees and land-cash contributions, shall be spent only on improvements that benefit the Subdivision in accordance with law; provided, however, the transportation system fee paid by Owner shall be utilized by the Village for transportation system improvements consistent with its policy and the Transportation Planning and Roadway Improvement Cost Analysis prepared by EEI and dated November 2003.

(f) The Parties acknowledge and agree that the County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee. Owner or any Unit 1 Owner agrees to pay such fee as required by the County ordinance or as otherwise agreed by Kane County.

**10. Park Donations**.

(a) The Parties hereto acknowledge and agree that all donations of cash and/or land for park purposes have been fully satisfied in relation to Unit 1; and no further contributions of cash or land are or shall be due or owing in connection with or as a result of the development, use or occupancy of the Subject Property.

(b) The Village shall include a provision in the Unit 2 Amended Development Agreement which requires Unit 2 Owner to pay Owner a lump sum of One Hundred Forty-Nine Thousand Five Hundred Dollars ($149,500.00) at the time of the closing contemplated in the Global Settlement Agreement, which sum shall be paid to Owner in full and complete satisfaction of PHI's obligation to reimburse Owner for park Impact Fees previously paid by and park improvements paid for by Owner's predecessor in interest. . The Village shall not assess or impose an administrative or collection fee in connection with its collection and remittance of this

recapture.

(c) The Village has as of September 5, 2013, accepted all Park Improvements (as defined in the Original Development Agreement) heretofore constructed on the Park Site depicted on the Final Plat of Subdivision for Unit 1 and as depicted on Landscape Plan, as amended and attached as **Exhibit "DD** . The Village shall maintain those Park Improvements at its sole expense from and after said date of acceptance.

(d) The Village shall, to the extent permitted by law, apply all or a portion of the cash contributions for park purposes received from other developments in the Village, including but not limited to Hampshire Highlands Subdivision, towards the Phase Two Park Improvements as described in **Exhibit "MM."** Construction of the additional Phase Two Park Improvements shall be completed by the Village as soon as practicable when the Village has collected sufficient contributions for park purposes from other developments that will be benefitted by such improvements.

**11. Road, Street and Utility Construction Standards.**

(a) Owner has constructed streets on the Subject Property in the manner depicted on the Unit 1 Final Engineering Plans and in accordance with all required specifications. Owner has conveyed and the Village has accepted said streets and certain other right of way improvements as more specifically referenced in that certain Bill of Sale dated November 15, 2012. Owner shall have no obligation to provide the Village with a maintenance bond for the improvements accepted by the Village as aforesaid. The Village acknowledges that it is responsible to maintain those improvements accepted by the Village which shall include, without limitation, performing snow plowing services in accordance with standard Village practices and procedures. Owner shall not be required to construct or pay for any off-site road improvements in furtherance of or in connection with the development of the Subject Property.

(b) The Parties acknowledge and agree that as of the Effective Date of this Amended agreement construction of certain improvements has been substantially completed, at the intersection of IL 72 and Romke Road, to wit: westbound deceleration lane; eastbound left turn lane; and westbound left turn lane; and that, the Village utilized certain letter of credit and escrowed funds on deposit with the Village to pay the costs of construction. The Village acknowledges and agrees that Owner shall have no further responsibility for such costs of construction associated with improvements to the intersection of IL 72 and Romke Road and that it shall be the obligation of PHI as Owner of Unit 2, or of any other Unit 2 Owner, at the sole cost and expense of PHI or such other Unit 2 Owner, to construct the eastbound deceleration lane (for traffic turning south onto Romke Road) depicted on the Preliminary Plan (**Exhibit "BB"**) at the time of development of any portion of the area in the Subdivision lying south of IL 72.

(c) Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, following issuance of the first building permit for a dwelling unit to be constructed on the Subject Property, Owner or the applicable Unit 1 Owner shall perform the following tasks:

(i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on

said site.

(ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.

(iii) Make a one-time deposit with the Village Clerk in the sum of Five Thousand ($5,000.00) Dollars as and for a "Site Control Escrow."

(d) In the event Owner or any Unit 1 Owner fails to mow weeds, pick up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Amended Agreement, or within twenty-four (24) hours after receipt of notice from the Village of failure by Owner or any Unit 1 Owner to comply with the provisions of this Amended Agreement, then the Village may perform, or contract with others to perform such undertaking and deduct from the applicable Site Control Escrow the costs thereof. Owner and any Unit 1 Owner, as the case may be shall, within fifteen (15) days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the same at a Five Thousand ($5,000.00) Dollar balance.

(e) All sums then remaining on deposit with the Village for Site Control Escrow pursuant to this Section shall be returned to Owner or the applicable Unit 1 Owner, as the case may be, upon issuance of the final certificate of occupancy for dwelling units in Unit 1.

(f) Street lighting of public streets has been completed pursuant to the Unit 1 Final Engineering Plans, except as set forth on the Updated Punch List. By Resolution No. 12-16, the Village has previously accepted certain street lighting that has been completed in Unit 1 and shall be responsible for maintenance of said lighting. Owner shall be responsible to complete the street lighting work referenced in the Updated Punch List.

(g) With the exception of the work identified on the Updated Punch List, street signs, traffic control signs, and streetlights have been installed in accordance with the Unit 1 Final Engineering Plans. No sidewalk in any phase of development on the Subject Property shall be installed at any time before April 15 or after December 1 in any calendar year unless approved by the Village Engineer. Sidewalks shall be constructed in conjunction with construction of each residence as set out in Paragraph 12(g)(vii) below. A mailbox shall be provided in accordance with **Exhibit "NN"** as a condition of issuance of a certificate of occupancy for each residence constructed in Unit 1. Fences shall be erected only in compliance with Exhibit "NN."

**12. <u>Public Improvements - Security and Acceptance</u>.**

(a) Intentionally Omitted.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) Intentionally Omitted.

(f) Intentionally Omitted.

(g) In the event the owner of an adjacent property ("Adjacent Property Owner") requires connection to any water main and/or sanitary sewer lines located on the Subject Property, and in the event that owner has not at the time extended the same to the boundary line of the Subject Property, then upon the Village's request, Owner shall grant a right of access onto the Subject Property to such Adjacent Property Owner to allow such connection to be constructed by the Adjacent Property Owner. Such right of access shall be conditioned on the Adjacent Property Owner delivering to Owner adequate insurance and indemnity. The cost of extending any such water mains or sanitary sewer lines to the boundary of Owner's property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner. Nothing herein shall require Owner to construct water mains and sanitary sewer lines to the boundaries of the Subject Property.

(h) Notwithstanding anything to the contrary set forth herein, as to any and all improvements constructed (or, partially constructed) in Unit 1 prior to the Effective Date of this Amended Agreement, the following shall govern:

i) The Parties acknowledge and agree that the Village Engineer has previously issued a punch list in regard to all such work, dated October 6, 2009, which identifies work items related to such improvements that remain to be completed; and

~~ii) None of the work items listed on said punch list have been completed to date; and~~

ii) The Village Engineer has re-inspected said improvements and issued an Updated Punch List for all work previously included in the Final Engineering Plans, and constructed as part of or in support of Unit 1, but specifically excluding any sidewalk to be constructed and/or any parkway trees to be planted immediately adjacent to any lot which is intended for construction of a Dwelling Unit, which Updated Punch List is attached hereto as **Exhibit "KK** (the "Updated Punch List") ; and

iii ) The Village, using monies deposited in the Tuscany Woods Construction Escrow Account, shall perform work on the work items identified in the Updated Punch List to the extent allowed by such monies, except as otherwise specified in this Agreement, and other than a) the sidewalks to be constructed, parkway trees to be planted, and the parkway areas to be seeded immediately adjacent to any Lot which is intended for construction of a Dwelling Unit; and b) the landscaping required to be planted on Lots 1029, 1030l, and 1030 (i.e., adjacent to Jake Lane)

iv) Subject to the provisions of Paragraph 17(c) below, sidewalks to be constructed, parkway trees to be planted, and parkway areas to be seeded immediately adjacent to any Lot on which a Dwelling Unit is to be constructed shall be constructed, planted, and/or seeded, respectively, by Unit 1 Owners prior to the Village's issuance of a Certificate of Occupancy for such Dwelling Unit, and after such improvements have been completed to the satisfaction of the Village, the Village shall accept such improvements for ownership

and maintenance thereof.

v) PHI or other Unit 2 Owner shall undertake the landscaping improvements required for Lots 1029, 1030, and 1031 (along Jake Lane), as described in the Updated Punch List, as and when required in the Amendment to Development Agreement for Unit 2.

v) Upon sale of all or any portion of the Subject Property, including the Unfinished Dwelling Units, the Unit 1 Owner shall post performance and payment security for the estimated cost of completing any work items listed in the Updated Punch List for which it bears responsibility (including any work which may be postponed as set forth below). The security shall be in the form of a bond or a letter of credit, as the Unit 1 Owner may elect, provided, however, that the form of said bond or letter of credit shall be subject to the review and approval of the Village attorney, which approval shall not be unreasonably withheld or delayed.

(i) The Village agrees that the Unit 2 Amended Development Agreement shall require PHI, its successors and assigns to covenant that to the extent PHI, its successors and assigns, as the case may be, has an ownership interest in any public improvements presently serving or intended to serve the Subject Property as contemplated in the Preliminary Plan or the Unit 1 Final Engineering Plans, neither PHI or its successors and assigns shall obstruct Owner's ability to freely utilize such public improvements.

~~(j)~~ The parties agree that Owner and any Unit 1 Owner covenant that to the extent Owner or any Unit 1 Owner as the case may be, has an ownership interest in any public improvements presently serving or intended to serve the Unit 2 Property as contemplated in the Preliminary Plan or the Unit 1 Final Engineering Plan, respectively, neither Owner or any Unit 1 Owner shall obstruct the Unit 2 Owner's ability to freely utilize such public improvements.

**13. <u>Site Development Work/Temporary Facilities/Interim Uses/Wetlands</u>.**

(a) Owner may install or erect up to two pre-sale trailers and two construction office trailers, with parking lots, on the Subject Property after obtaining all applicable permits from the Village; provided, however, that no such structure shall be within 15 feet of any property lines of the Subject Property, and provided further that the location of any trailers shall be subject to Village staff approval, which approval shall not be unreasonably withheld or delayed.

(b) Owner shall be permitted to construct not more than two model homes areas for each of the three product types offered at the Subject property, with each model home area having not more than four structures each, subject to the approval by the Village's Building Department of the construction plans therefor. In conjunction with the construction, use, and maintenance of the model homes, Owner may erect and maintain temporary fencing not exceeding four feet in height of such material and style in accordance with Village staff approval, which approval shall not be unreasonably withheld or delayed. Owner shall be permitted to maintain model homes on the Subject Property until all of the lots on the Subject Property have been conveyed to individual homebuyers.

(c) Owner shall be permitted to use and occupy (but not for residential purposes) the

pre-sale trailers and model homes, upon the installation of temporary electric generators, waste water holding tanks or portable toilet facilities, and water facilities; provided, however, that such generators, tanks and water facilities shall be promptly disconnected and removed in connection with service to the model homes only and not to the pre-sale trailers, at such time as electrical service and public sewer and water systems become available to the Subject Property. The model homes shall be connected to electrical service and public sewer and water systems promptly upon each becoming available to the Subject Property and the structures are connected thereto. The Owner shall be permitted to use and occupy (but not for residential purposes) construction office trailers (including trailers for the storage of materials and equipment) which shall not be required to be connected to temporary electric generators, waste water holding tanks or portable toilet facilities and water facilities. All matters governed by the Kane County Health Ordinance shall be subject to the review and approval of the Kane County Health Department.

(d) The rental of existing residences for rental dwelling purposes shall be interim uses permitted on the Subject Property. No other interim uses shall be permitted.

(e) Construction activities on the Subject Property shall be conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday.

(f) No model homes shall be utilized by Owner for sales purposes unless and until a permit for occupancy as a model shall have been issued by the Village. Should any such model home be sold for occupancy as a residence, Owner shall apply for and obtain a permanent certificate of occupancy prior to closing of the sale. The foregoing notwithstanding, the Village agrees that if a model home complies with Village building codes in existence on the date the building permit for said model home was issued, any changes in such codes enacted prior to the time an application for a permanent certificate of occupancy is submitted to the Village shall not be applicable to such model home.

~~(g) The Parties agree that erosion control and wetland mitigation was previously completed on Unit 1. The Parties further agree, and the Village shall so require in the Unit 2 Amended Development Agreement, that PHI or any Unit 2 Owner shall be responsible for all other erosion control and wetland mitigation work in the Subdivision. The Parties acknowledge that Owner or any Unit 1 Owner shall be responsible only for compliance with the Unit 1 NPDES permit. The Village agrees that it will not halt work in or refuse to issue any building permit for a Dwelling Unit in Unit 1 because of a default by PHI or any Unit 2 Owner in regard to work to be performed by PHI or any Unit 2 Owner in relation to wetlands in the Subdivision.~~

(g) The parties agree that certain work has previously been undertaken pursuant to a permit issued by the Army Corps of Engineers ("ACOE") for wetlands in the Subdivision. The Village has no jurisdiction over such permit or work required pursuant thereto. The Unit 2 Owner shall be responsible for any and all work in the Subdivision required by ACOE in relation to any such wetlands; and neither Owner nor any Unit 1 Owner shall have any responsibility for same.

(h) The parties agree that certain erosion control was previously undertaken on the Unit 1 Property, in support of development there, and future residential construction and/or development activities on the Unit 1 Property may from time to time require additional erosion control measures. ~~Owner and/or the Unit 1 Owner shall at its expense utilize any erosion~~

~~control measures reasonably deemed necessary by best practices or by the Village Engineer. Owner and any Unit 1 Owner shall be responsible for compliance with the Unit 1 NPDES permit.~~ Unit 1 Owners, in their construction of Dwelling Units on the Subject Property, shall be responsible for undertaking, at their expense, all erosion control measures required to maintain compliance with the Unit 1 NPDES permit.

(i) The Village agrees that it will not halt work in or refuse to issue any building permit for a Dwelling Unit in Unit 1 because of a default by PHI or any Unit 2 Owner in regard to work to be performed by PHI or any Unit 2 Owner in relation to wetlands in the Subdivision.

**14.** **Architectural Review**. In lieu of the requirements in Section 5-2-1 of the Village Code, Owner agrees to apply and enforce the following architectural improvement standards throughout the Subject Property:

(a) In the event that two adjacent homes having the same floor plan are constructed on one side of a street within the Subject Property, the homes must feature a different elevation. Four homes in a row shall have different elevations and homes having the same elevations may not be constructed "directly across the street" from one another. However, homes having like elevations may be erected across the street from one another as long as the respective lot boundaries do not overlap each other by more than 25%. Homes are deemed to be "directly across the street" from one another if their respective lot boundaries overlap by 25% or more. In the case of small cul-de-sacs with eight or fewer sites, no duplication of elevations may occur.

(b) Exterior siding color shall not be repeated within two homes constructed on consecutive lots on one side of the street. There will be two different siding colors between each house. Similar to the elevation rule, the siding color should not be the same on any house across the street. The trim, roof and brick colors may not be duplicated more than twice in homes constructed side by side so that there will not be three homes alongside each other with the same trim color.

(c) Minimum foundation plantings around houses shall conform to the Landscape Plan (**Exhibit "DD __**).

~~(d) The Village acknowledges and agrees that Owner, as Declarant under the Declaration of Covenants, Conditions and Restrictions For Tuscany Woods of Hampshire Community Association, and any other Unit Owner of all or a portion of the Subject Property, as successor Declarant pursuant to Section 13.16 of said Declaration, shall be exempt from any architectural review committee approval process in connection with improvements constructed on the Subject Property.~~

(d) The Village is informed that certain Covenants, Conditions, and Restrictions (the "CCR's") have been adopted by a previous owner of the Subject Property, which CCR's in part govern architectural standards in Unit 1. The Village agrees that such CCR's are private covenants, conditions and restrictions, to which the Village is not a party; and that the Village will not withhold issuance of any building permit or certificate of occupancy on account of any alleged violation of the CCR's so long as Owner or a Unit 1 Owner has met the obligations of this Amendment, this Paragraph 14 included.

**15. Building Permits/Unfinished Dwelling Units.**

(a) Intentionally Omitted.

(b) Owner shall have the right to submit master building blueprints or plans for the various types of designs of dwellings to be constructed on the Subject Property. Following the approval of any master building blueprints or buildings plans, no further submission or approval of building blueprints or plans will be required for the issuance of a building permit for the construction of any building pursuant to such approved master building blueprint or building plan; provided, however, that applications with plans conforming to the master building blueprints thereon shall be submitted as part of each request for a building permit. The Village will use its best efforts to review and approve the master building blueprints within 15 days, or such other time as may be agreed between the parties. If the Village does not approve the master building blueprints or plans it shall, with specificity, give Owner notice of the elements of said blueprints or plans which do not conform to applicable Village codes and ordinances.

(c) With respect to the Unfinished Dwelling Units in Unit 1, the Parties agree as follows:

i. Inspection of Unfinished Dwelling Units and Unfinished Townhome Buildings. Prior to the Effective Date of this Amended Agreement the Village has caused its building inspectors to inspect the 10 Unfinished Single Family Dwelling Units and the 36 Unfinished Townhome Dwelling Units to determine the Unfinished Dwelling Unit Work that needs to be completed on or for each Unfinished Single Family Dwelling Unit and each Unfinished Townhome Dwelling Unit and Townhome Building (the "Initial Inspection"). The Initial Inspection is attached as **Exhibit "QQ"** hereto, which the Parties acknowledge represent a comprehensive and final itemization of the Unfinished Dwelling Unit Work. Owner acknowledges that the Village utilized third party consultants to undertake its building inspections and that, in connection therewith, Owner shall be responsible for those costs referenced in subparagraph (ii) below.

ii. Establishment of Building Permit Fees. The Village acknowledges and agrees that original building permit fees and the impact fees have been paid for the Unfinished Dwelling Units. The Village's costs and expenses in connection with producing the Initial Inspection and to inspect the Unfinished Dwelling Unit Work following completion thereof by Owner shall be no greater than the costs set forth in that certain proposal dated September 18, 2012 from BF Technical Code Services, Inc., a copy of which is on file with the Village. Said costs shall be equally allocated among the Unfinished Dwelling Units as identified on the supplement to **Exhibit "OO"** " hereinabove referred to. Except as provided in said proposal, no additional sewer or water connection fees, impact fees, transition fees or other fees shall be assessed by the Village as a condition precedent to the issuance of a new building permit for an Unfinished Dwelling Unit, and no further building permit fees or impact fees shall be assessed by the Village for the above referenced lots in Unit 1 as a condition precedent to the issuance of a new building permit for said lots.

iii. Issuance of Building Permits to Complete Unfinished Dwelling Unit Work. For so long as this Amended Agreement is in effect the Village shall issue building permits to Owner or any Unit 1 Owner to complete the Unfinished Dwelling Unit Work for each Unfinished Dwelling Unit not later than five (5) days after Owner or any Unit 1 Owner submits to the Village a proper application therefor and pays the Village the applicable fee pursuant to **Exhibit "OO"**. Subject to Paragraph 12(g) above, the Village further agrees to issue building permits for Unfinished Dwelling Units irrespective of the fact that (i) work specified in the Updated Punch List remains outstanding, and (ii) other fees and costs owed to the Village may remain outstanding.

iv. Completion of Work. Owner shall complete the Unfinished Dwelling Unit Work for any Unfinished Dwelling Unit for which it is issued a new building permit, or cause such Unfinished Dwelling Unit Work to be completed, not later than six months following the date of permit issuance.

v. ~~Owner or any Unit 1 Owner shall deposit with the Village Clerk a deposit of Two Thousand Five Hundred Dollars ($ 2,500.00) for each dwelling unit for which a building permit has been issued. Said deposit shall secure parkway improvements adjacent to the applicable lot and any other work to be performed on the lot as identified in the Updated Punch List. Upon completion of such improvements, the Village shall return the deposit to the person who made the deposit, on a lot by lot basis.~~ The Unit 1 Owner may request a temporary Certificate of Occupancy for any Unfinished Dwelling Unit, upon completion, subject to the requirements of Paragraph 17(c) below.

**16. Signage.**

(a) Owner shall be permitted to install temporary illuminated signage on the Subject Property as set forth in this Paragraph, but not within 10 feet of any property line or right-of-way line. Under no circumstances shall any sign be located within a right-of-way. Two double-faced signs announcing Owner's future development of the Subject Property, (i) one of which shall not exceed 72 square feet per face and must be located at or near Illinois Route 72, Runge Road and/or Romke Road; and (ii) the remaining one sign shall not exceed 32 square feet per face. Such signs may be erected immediately after approval of this Amended Agreement. The location of the signs shall be subject to the prior approval of Village staff which approval shall not be unreasonably withheld or delayed. These signs, or any one of them, may be converted at any time to announce the sale of residences and lots within the Subject Property. Such signs shall be removed at the time that all lots on the Subject Property have been conveyed to individual home buyers. All signage and model homes shall be used only to market Owner's product for the Subject Property and for no other project.

(b) Owner shall be permitted (but shall not be obligated) to install one illuminated single or double-faced community identification ground sign, not exceeding eight feet in height or 160 square feet per face at any point of access to the Subject Property along all access points on Illinois Route 72, Runge Road and Romke Road; provided, such sign shall be located on private property in a properly established easement or outlot and may not be located closer than

five feet to any right-of-way. The construction plans for such signs shall be subject to the review and approval of the Village Board which approval shall not be unreasonably withheld or delayed. At the time of submission of such construction plans, Owner shall be required to deliver evidence to the Village that each such sign will be adequately maintained. After Village Board approval of said signs, the Building Department shall issue a permit within 10 days.

(c) To the extent the current or future ordinances and regulations of the Village permit signs in greater number of or greater size than are authorized in this paragraph, Owner shall be permitted to erect such larger number or size.

(d) Nothing in this paragraph shall limit Owner's right to install signs on the Subject Property or any portion thereof that are otherwise permitted by Village ordinance.

(e) The Village shall reasonably consider the approval of additional illuminated neighborhood monument identification signage requested at a future date by Owner.

(f) Owner may display at least three temporary community identification flags on 25 foot high poles per model home on the Subject Property. In addition, at least one American flag may be displayed on a 30 foot high pole in connection with the pre-sale trailer.

**17. <u>Occupancy Certificates</u>.**

(a) The Village agrees to perform a final inspection within two days of a request for said final inspection. The Village agrees to issue Certificates of Occupancy within 10 days after the application therefor or to issue a Letter of Denial within said period of time informing Owner specifically as to what corrections are necessary as a condition to the issuance of a Certificate of Occupancy, quoting the section of any code or ordinance relied upon by the Village in its request for correction.

(b) Any resubmittal of an application for a certificate of occupancy after issuance of a Letter of Denial shall be processed by the Village within one day in the same manner as any other such application, except that no additional application fee shall be required therefor.

(c) Temporary certificates of occupancy for Dwelling Units shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, foundation plantings, driveways, public sidewalks, private walkways, topsoil re-spread, sod, parkway trees and seeding to be completely finished, provided that such Dwelling Units and in the case of a townhome building housing more than one Dwelling Unit, such building and related structures are otherwise in a substantially completed condition and are fit for habitation. As a condition of issuance of such temporary certificate of occupancy, Unit 1 Owners shall deposit with the Village Clerk a sum sufficient to secure completion of the related improvements in accordance with the schedule of deposits attached hereto and incorporated herein as **Exhibit "LL"** for each dwelling unit for which a temporary certificate of occupancy is requested. Said deposit shall secure construction / installation of such improvements adjacent to the applicable lot and any other work to be performed on the lot. Not later than fourteen (14) days after satisfactory completion of such improvements as to any lot or lots, the Village shall return the deposit to the person who made the deposit

(d) Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase of the development on the Subject Property prior to the issuance of any certificate of occupancy in such phase.

(e) As to any Unfinished Dwelling Units, Owner shall give notice to the Village when it has completed the Unfinished Dwelling Unit Work, or any specifically identified portion of the Unfinished Dwelling Unit Work described on the supplement to **"Exhibit QQ"**, for a given Unfinished Dwelling Unit. Promptly following the effective date of such notice the Village shall cause its building inspectors to re-inspect the Unfinished Dwelling Unit to determine if the applicable Unfinished Dwelling Unit Work has been properly completed. If the inspectors confirm that the applicable Unfinished Dwelling Unit Work has been properly completed, they shall promptly (1) notify Owner that further work may proceed on the Dwelling Unit in question, or (2) upon completion of all applicable Work notify the Village of such fact and the Village shall, not later than five (5) days after it receives such notice and at no additional expense to Owner, issue a certificate of occupancy for such Unfinished Dwelling Unit. Issuance of a temporary certificate of occupancy shall be subject to sub-paragraph (c) above.

**18. Village Codes and Ordinances.**

Except as specifically modified in or varied by the Unit 1 Final Plat, the Unit 1 Engineering Plans, the Landscape Plans, or pursuant to this Amended Agreement and/or the Exhibits attached hereto, and continuing in effect for a period of four (4) years from and after the Effective Date, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village in effect as of the Effective Date of the Amended Agreement. Upon the expiration of said four (4) year period, except as specifically modified in or varied by the Unit 1 Final Plat, the Unit 1 Engineering Plans, the Landscape Plan, or pursuant to this Amended Agreement and/or the Exhibits attached hereto, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter.

~~Except as specifically modified in or varied by or pursuant to this Amended Agreement or the Unit 1 Final Plat, , the Unit 1 Final Engineering Plans, the Landscape Plan or the other exhibits to this Amended Agreement, for a period of four (4) years following the Effective Date of this Amended Agreement, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village in effect as of the date of the Original Development Agreement. Upon the expiration of said four (4) year period, and except as specifically modified in or varied by or pursuant to this Amended Agreement or the Unit 1 Final Plat, , the Unit 1 Final Engineering Plans, the Landscape Plan or the other exhibits to this Amended Agreement, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village then in effect from time to time thereafter;~~

provided, however, that the application of any such ordinance, regulation or code adopted after Village approval of this Amended Agreement shall not:

(a) result in a reduction in the number of residential building lots or dwelling units herein approved for the Subject Property;

(b) alter or eliminate any of the ordinance departures provided for herein; or

(c) result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of the Village.

The foregoing to the contrary notwithstanding, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the Subject Property, pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Subject Property and Owner shall comply with same; provided, however, that any so-called grandfather provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Subject Property shall be given full force and effect.

~~Upon the expiration of the above referenced four (4) year period, the codes, ordinances and regulations of the Village, in effect from time to time, shall apply to the Subject Property except for the authorized departures set forth in this Amended Agreement, and all construction on the Subject Property shall be in conformance with said codes, ordinances and regulations. Notwithstanding the foregoing, Owner shall not be subject to any amendment to the Village's codes, ordinances and regulations then in effect following the expiration of said four (4) year period (including, but not limited to increases in building permit fees) for a period of two (2) years following said expiration date, and further, following said two (2) year period, the Village shall give notice to the Owner of any such amendment, and no such amendment shall apply to the development of the Subject Property for a period of not less than ninety (90) days following the Village's notice to Owner of the approval of said amendment.~~

**19. <u>Defense</u>.**

(a) The Village and Owner agree to cooperate with each other in the defense of any lawsuits or claims brought against Owner and/or the Village by any person or persons in regard to any of the following matters relating to the Subject Property or any portion thereof: i) the Original Development Agreement or this Amended Agreement; ii) the annexation of the Subject Property to the Village; iii) the zoning or subdivision of the Subject Property; iv) Special Service Area #13; v) the Special Service Area #13 Special Bonds, Series 2007; or vi) any suit for condemnation for all or any portion of the Subject Property (brought by any other governmental body). Each party shall be responsible for their own legal fees and costs in defending against any such claims, and each party shall be responsible only for any settlement or judgment agreed by or imposed upon such party.

1. Intentionally Omitted.

2. Intentionally Omitted.

3. Intentionally Omitted.

4. Intentionally Omitted.

(b) Intentionally Omitted.

l. Intentionally Omitted.

**20. Reimbursement of Village Review Costs and Consultant Fees**. Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable following the Effective Date of this Amended Agreement in connection with work performed on the Subject Property . ~~the work to be completed pursuant to **the Updated Punch List and the Unfinished Dwelling Unit Work**, provided that in no event shall Owner be obligated to reimburse the Village for more than $_____ in the aggregate~~.. Such costs shall be billed by the Village and payable by Owner in accordance with the then-applicable provisions of the Village Code. The obligation of Owner shall include depositing such sum with the Village Clerk before commencement of any such work as is required by written Village policy in effect at the time of approval of this Amended Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the Parties to arbitration and the decision of the arbitrator shall be final and binding.

The Parties acknowledge that on the Effective Date of this Amended Agreement, Owner shall reimburse the Village $214,597.25 [*est'd as of Feb. 25*] in full and final satisfaction of professional services incurred by the Village prior to the Village's approval of this Amended Agreement.

The Parties further acknowledge that the sum due the Village for the Village's prosecution of a complaint for foreclosure in regard to delinquent taxes on Unit 2 has been or are to be reimbursed to the Village pursuant to the terms and provisions of the Global Settlement Agreement .

**21. Term of Agreement**. This Amended Agreement shall remain in full force and effect until the earlier to occur of:

(a) the completion and acceptance of all public improvements and the issuance of the last certificate of final occupancy by the Village for the last building or unit located on the Subject Property, and

(b) the twenty (20) year anniversary of the Effective Date of this Amended Agreement.

**22. Amendments**. The Village and Owner, by mutual consent, may agree in writing to amend the terms and provisions of this Amended Agreement. However, only the written approval of the legal title holder of an interest in the property subject to the amendment (the legal title holder of the property subject to the amendment) shall be required to effect such amendment. No purported oral amendment to this Amended Agreement shall be binding or enforceable.

**23. Notices.** All notices, requests and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested, or sent via overnight courier as follows:

| | |
|---|---|
| To the Village: | Village of Hampshire<br>234 South State St.<br>P.O. Box 457<br>Hampshire, IL 60140-0457<br>*Attention: Village Clerk* |
| With a copy to: | Bazos, Freeman, Kramer, Schuster & Braithwaite LLC<br>1250 Larkin Avenue - Suite 100<br>Elgin, IL 60123<br>*Attention: Mark Schuster* |
| To Owner: | Tuscany Woods Holdings, Inc.<br>c/o U.S. Bank<br>Mail Code MK-IL-CMOP<br>28 West Madison Street<br>Oak Park, IL 60302<br>*Attention: Claudia Marciniak, Vice President* |
| With copies to: | Meltzer Purtill & Stelle, LLC<br>1515 E. Woodfield Road, Suite 250<br>Schaumburg, Illinois 60173-5431<br>*Attention: Harold W. Francke* |
| and | DLA Piper LLP (US)<br>203 N. LaSalle Street, Suite 1500<br>Chicago, IL 60601-1293<br>*Attention: Matthew Klepper* |

Notices shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier.

**24. <u>Mutual Assistance</u>.**

(a) The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Amended Agreement and to aid and assist each other in carrying out the terms and objectives of this Amended Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Amended Agreement and as may be necessary to give effect to the terms and objectives of this Amended Agreement and the intentions of the Parties as reflected by said terms.

(b) The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State or County) financial entitlements or other aid and assistance required or useful for the construction or improvement of the Subdivision and facilities in and on the Subject Property or for the provision of services to residents of the Subdivision, including, without limitation, grants and assistance for public

transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

(c) Village shall grant to Owner without charge the necessary easements and/or permits as may be required across Village owned or controlled right-of-way or other property for the construction, installation or repair of customer utility lines and other facilities and services as are required for the development of the Subject Property. Owner agrees to promptly repair and replace any Village property damages or disturbed by reason of Owner's work in connection with the foregoing, in a manner satisfactory to the Village.

**25. Remedies.**

(a) This Amended Agreement may be enforced by either Party or by an appropriate action at law or in equity to secure the performance of the terms of this Amended Agreement herein described. Any such action shall be filed in the Sixteenth (16th) Judicial Circuit, Kane County, Illinois, which court shall be the exclusive venue for any such action. Notwithstanding anything herein to the contrary, the Village may only pursue the remedy of specific performance against successor Unit 1 Owners. The Village acknowledges that it hereby waives its right of specific performance against TWHI as Owner.

(b) No action taken by either Party hereto pursuant to the provisions of this paragraph or pursuant to the provisions of any other paragraph of this Amended Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amended Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. However, the Village shall not have the right to withhold any approval, consent, license or permit during the pendency of any lawsuit unless the same is related to the subject matter of the lawsuit.

(c) If either Party shall fail to perform any of its material obligations hereunder and the other Party has given written notice of such default to the defaulting Party, and such defaulting Party fails to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the non-defaulting Party shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

(d) The failure of the Parties to insist upon the strict and prompt performance of the terms, agreements, and conditions herein contained, or any one of them, upon the other Party imposed shall not constitute or be construed as a waiver or relinquishment of said Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

(e) If the performance of any terms of this Amended Agreement to be performed hereunder by either Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay.

(f) Except in cases of emergency where immediate danger to health or life exists and/or where work fails to meet the requirements of or exceeds the scope of the permits issued, the Village shall not issue any stop orders directing work stoppage on buildings or improvements on the Subject Property or any part thereof. If, under the aforesaid circumstances, the Village does issue a stop work order such order shall set forth in detail the reasons for its issuance and cite the provisions of law on which the Village is relying in issuing the order. Upon correction of the defect and a request to the Building Inspector for a re-inspection, the Village shall re-inspect within one day whenever reasonably possible, and as soon as practicable in any event, and if the defect is cured, the Village shall withdraw the stop work order. In the event a "Fail Notice/Partial Stop" work order is issued by the Village Building Inspector, the other trades shall be permitted to continue work. Upon correction of the defects and the request to the Building Inspector for a re-inspection, the Village shall re-inspect within one day whenever reasonably possible, and as soon as practicable in any event, and if the defect is cured the Village shall withdraw the "Fail Notice/Partial Stop" work order. In the event the portion of the Subject Property is owned by multiple owners the stop work order shall only be directed to the owner responsible for the violation and to the unit or the portion of the development where the violation exists. A stop work order on one unit in Unit 1shall not be the basis for a stop work order on any other unit.

**26. <u>Successors and Assigns</u>.**

(a) This Amended Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, transferees, and/or assigns (each successor, transferee, and/or assign of Owner being a "Unit 1 Owner") (including, without limitation, successor purchasers, grantees and transferees of the Subject Property or any part thereof, and successor corporate authorities of the Village). To this end this Amended Agreement shall run with the land.

(b) Notwithstanding and in addition to the foregoing, the Village acknowledges that Owner does not intend to act as a builder or developer of any portion of the Subject Property, but intends rather to sell and convey all or any portion of the Subject Property to third parties for construction and/or development, and Owner acknowledges that each such builder and/or Unit 1 Owner must comply with all of the terms of this Amended Agreement. If Owner does transfer and assign its rights and delegates its obligations under this Amended Agreement to a third party for all or any portion of the Subject Property, and if Owner, by notice, provides the Village Clerk the name and address of such third party and identifies the portion of the Subject Property that has been transferred, and if Owner delivers to the Village Clerk: (i) written evidence of such party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event Owner shall no longer have any liability or responsibility for the obligations which have been so transferred. Sales of individual lots that have been improved with a residence and for which a certificate of occupancy has been issued are excluded from this notice requirement and the purchaser thereof need not assume any of Owner's obligations under this Amended Agreement.

**27. <u>No Liability of Corporate Authorities</u>.** Owner acknowledges and agrees that the individuals who are members of the corporate authorities entering into this Amended Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever for such action. The Village acknowledges and agrees that the individuals who are executing

this Amended Agreement on behalf of Owner have each done so in his or her legal corporate capacity and that neither they nor any officer or director of U.S. Bank, N.A. shall have any personal liability whatsoever for taking such action or under this Amended Agreement.

**28.** **Counterparts**. This Amended Agreement may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

**29.** **Deleted.**

**30.** **Severability.** If this Amended Agreement or any provision hereof is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the terms of the remaining provisions contained herein, unless both the Village and Owner mutually deem the provision to be material to this Amended Agreement. The Village and Owner hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

**31.** **Integration.** This Amended Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Subject Property. All prior discussions, understandings and agreements pertaining to such rezoning, subdivision and development are expressly merged into and superseded by this Amended Agreement. This Amended Agreement and the Unit 2 Amended Development Agreement collectively supersede the Original Development Agreement in its entirety.

**32.** **Rules of Construction**. In construing this Amended Agreement, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. The headings, titles, and captions in this Amended Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Amended Agreement. Unless otherwise provided in this Amended Agreement, any reference in this Amended Agreement to "day" or "days" shall mean business days. If the date for the giving of any notice required or permitted to be given, the occurrence of any event, or the performance of any obligation, under this Amended Agreement falls on a Saturday, Sunday, or federal holiday, then the notice, occurrence or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

IN WITNESS WHEREOF, the Parties have signed this Amended Agreement on the dates set forth below their respective signatures, to be effective as of the Effective Date.

**VILLAGE OF HAMPSHIRE**

By: _____
Jeffrey R. Magnussen

Village President

**ATTEST**:

By: _____
Linda Vasquez
Village Clerk

Date: _____

**TUSCANY WOODS HOLDINGS, INC.**

By: _____
_____

Its: _____

Date: _____

# LIST OF EXHIBITS

| | |
|---|---|
| AA | Legal Description of Unit 1 Property |
| BB | Preliminary Plan |
| CC | Unit 1 Final Engineering Plans |
| DD | Landscape Plan |
| EE | Amendment to First Sewer Expansion Project Recapture Agreement |
| FF | Conveyance of detention/retention basins |
| GG | Impact Fees and Transition Fees Payable with respect to Subject Property |
| HH | Connecting Sewer Main – Sewer Utility Exhibit |
| I I | Streetlights, Street Signs, Mailboxes, Traffic Signs, and Fence Standards |
| J J | Bike Path and Sidewalk Exhibit |
| KK | Updated Punch List |
| LL | Schedule of Deposits for Temporary Occupancy |
| MM | Phase II Park Improvements |
| NN | Unit 1 Final Plat of Subdivision |
| OO | List of Unfinished Dwelling Units |
| PP | Location of Unfinished Dwelling Units |
| QQ | Inspection of Unfinished Dwelling Units - Report |
| RR | Initial Inspection for Unfinished Dwelling Units |

Modified ~~9-27-13~~ ~~12-27-13. Fr. TRB comments 1-14~~: 2-27-14 to Board of Trustees for 3-6-2014 discussion

*Tuscany Woods*

Hampshire, Illinois

/ / / / / / / / /

For Recorder's Use

# Amended and Re-Stated Development Agreement

# for the property lying outside of Unit 1 (as platted) and sometimes referred to as "Unit 2" in Tuscany Woods Subdivision

January ___, 2014

**AMENDED AND RE-STATED**
**DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED**
**OUTSIDE OF UNIT 1 OF THE TUSCANY WOODS SUBDIVISION**

THIS AMENDED AND RE-STATED DEVELOPMENT AGREEMENT ("Amended Agreement") made and entered into as of this ____ day of _____, 2013 ("Effective Date"), by and between THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation of the County of Kane, State of Illinois (the "Village") and PHI-HAMPSHIRE, INC. an Illinois Corporation ("Owner" or sometimes, "Unit 2 Owner"). Within this Agreement, the Village, the Owner and/or PHI may be referred to individually as a "Party" or collectively as the "Parties." The term "Owner" and the term "Unit 2 Owner" refers to PHI-HAMPSHIRE; the term "Unit 1 Owner" refers to another person or entity as defined herein.

*WITNESSETH:*

WHEREAS, the Village of Hampshire is an Illinois municipal corporation organized under the Illinois Municipal Code in the County of Kane, State of Illinois; and

WHEREAS, PHI-Hampshire, Inc. is the owner of certain property (the "Subject Property") comprised of approximately 250 acres,which constitutes territory lying outside of the land originally platted as Unit 1 of Tuscany Woods Subdivision in the Village and otherwise lying within the boundaries of said Subdivision;

WHEREAS, the Tuscany Woods Subdivision (the"Subdivision") is located in part on the north side, and in part on the south side, of Illinois Route 72, and in general, on the east side of the Village; and

WHEREAS, the legal description of the property which is the subject of this Amended Agreement (the "Subject Property") is attached hereto and incorporated herein as **Exhibit "AA";** and

WHEREAS, the Village and HPI-Hampshire, LLC (the "Original Developer") agreed to various terms and provisions governing the subdivision, zoning and development of the Tuscany Woods Subdivision, including the Subject Property, in a certain Development Agreement, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704 (the "Original Development Agreement") ; and

WHEREAS, the Subject Property, which constitutes all of the land in said Subdivision lying outside of platted Unit 1, will sometimes herein for convenience be referred to as "Unit 2" of the Tuscany Woods Subdivision; and

WHEREAS, the Subject Property was included in that certain Preliminary Plat of Subdivision approved by the Village in its Resolution No. 04-12, and a copy of said Preliminary Plat is attached hereto and incorporated herein as **Exhibit "BB"** (and which for purposes of this Amended Agreement supplants the "Development Plan" attached to the Development Agreement as Exhibit "B"); and

WHEREAS, a Final Plat of Subdivision for Unit 1 was approved by the Village and

recorded in the Office of the Kane County Recorder as Document No. 2006K139816 (the "Unit 1 Final Plat"); and

WHEREAS, no final plat of subdivision has been submitted by the Owner for approval in regard to the Subject Property; and

WHEREAS, the Village, following the necessary legal notices, public hearings and other proceedings, has classified the Subject Property in part in the R-2 Single Family Residence Zoning District, for 20,000 square foot minimum lots, and in part in the R-3 Two-Family Residence District, for duplex buildings; and the zoning districts are more particularly depicted on the Preliminary Plan; and

WHEREAS, the land otherwise identified as Unit 1 of the Tuscany Woods Subdivision is currently owned by Tuscany Woods Holding, Inc. (the "Unit 1 Owner"); and

WHEREAS, since the date of the Original Development Agreement, development of the Tuscany Woods Subdivision has been commenced, certain improvements were constructed in support of the Subdivision, the Special Service Area described in Paragraph 7 of the Development Agreement was created, certain Special Service Area bonds were thereafter issued, and sixty-seven (67) single family dwelling units, and thirty-six (36) townhome dwelling units were completed in Unit 1 in said Subdivision; and

WHEREAS, to date, no residential units have been constructed in Unit 2; and

WHEREAS, in the Original Development Agreement the Village agreed to permit the connection of the first one hundred seventy-five (175) dwelling units constructed in the Subdivision to the existing adjacent public sanitary sewer system and the existing public water system located on the east end of White Oak Ponds, or located in Hampshire Highlands, prior to the construction of the Connecting Sewer Main hereinafter described; and

WHEREAS, consistent with discussions involving the Unit 1 Owner and the Village, Owner has agreed to construct the Connecting Sewer Main as specified in Paragraph 4 herein;

WHEREAS, in 2007, the persons and/or entities then working on the development and construction of said Subdivision ceased operations and development activities; and

WHEREAS, thereafter, certain litigation ensued in the Circuit Court of Kane County, concerning foreclosure of a mortgage on the Subject Property; and further, concerning delinquencies in payment of the ad valorem and special taxes due from the Subject Property; and concerning certain matters pertaining to Unit 1; and

WHEREAS, the Village, Owner, the Original Developer, PHI and certain other parties have now entered into one or more settlement agreements (the "Global Settlement Agreement") to settle and resolve all matters encompassed by said Litigation, and other matters related to the Subdivision, which settlement agreements contemplate, among other things, the approval, execution and delivery of this Amended Agreement and the approval, execution and delivery of an amended and restated development agreement for Unit 1 (the "Unit 1 Amended Development Agreement") similar to this Amended Agreement; and

WHEREAS, as a result of said litigation and other circumstances, ownership of the Subject Property and of Unit 1 now lies in separate entities, and there is at this time no unified ownership of the property constituting said Subdivision; and

WHEREAS, the Parties desire to amend and restate the original Development Agreement in its entirety so as to delineate and define Owner's rights and obligations with respect to the Subject Property and the rights and obligations of the Unit 1 Owner with respect to the Unit 1 property; and

WHEREAS, the Original Development Agreement provided by its terms that "only the written approval of the legal title holder of an interest in the property subject to [a proposed] amendment (the legal title holder of the property subject to the amendment) shall be required to affect an amendment to this Agreement"; accordingly the consent of the Unit 1 Owner is not required to conclude this Amended Agreement;

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

1. **Incorporation of Recitals**. The foregoing recitals are material to this Agreement and are incorporated into this Agreement as if fully stated in this Section 1. The Parties acknowledge the truth and accuracy of the foregoing recitals.

2. **Authority**.

(a) This Amended Agreement is made pursuant to and in accordance with the provisions of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) including but not limited to the authority granted to the Village to approve map amendments; to grant subdivision approval; to enter into contracts for the construction of sanitary sewer and public water facilities; and to accept dedications of land by easement or deed for public use.

(b) The Village and Owner acknowledge to each other that the Subject Property is validly annexed to the Village in accordance with Doc. No. 1849822, recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

(c) So as not to confuse the various exhibits attached to the Original Development Agreement, which were labeled in consecutive fashion, starting with the letter "A" and proceeding therefrom, with the exhibits attached to this Amended Agreement, the exhibits to this Amended Agreement are labeled in consecutive fashion, starting with the letters "AA" and proceeding therefrom. All of said latter exhibits are incorporated into this Amended Agreement by this reference thereto.

3. **The Zoning, Subdivision and Comprehensive Plan Approvals.**

(a) The provisions herein, and in the Original Development Agreement, for the construction, maintenance and operation of a sanitary sewer and water system and the construction of other public improvements are based on the Original Developer's, Owner's, PHI's, and the Village's assumptions on the zoning, subdivision and development of the

Subdivision, as set forth in the Original Development Agreement and the Preliminary Plan approved as an element thereof. Accordingly, the Parties agree that (i) in Unit 1, there shall be no more than 106 single family los platted and no more than 106 single family home Dwelling Units constructed, no more than 44 duplex lots platted and no more than 88 duples Dwelling Units constructed, and no more than 25 townhome lots platted and no more than 148 townhouse Dwelling Units constructed; and (ii) in Unt 2, there shall be no more than 263 single family lots platted and no more than 263 total single family Dwelling Units constructed, and no more than 18 duplex lots and 36 duplex Dwelling Units constructed.

(b) The Village agrees to permit the Subject Property to be developed substantially in accordance with the Preliminary Plan, attached hereto as **Exhibit "BB,"** and the Preliminary Engineering Plans prepared by Christopher B. Burke Engineering West, Ltd., dated February 17, 2004, last revised July 26, 2004, attached to the Development Agreement as **Exhibit "CC"** (the "Preliminary Engineering Plans") and the Landscape Plan prepared by Landworks, Ltd. dated July 26, 2004, attached to the Development Agreement as **Exhibit "DD"** , and the Village shall grant all necessary approvals including, upon proper application therefor, and in accordance with the required procedures, the departures from the Subdivision Code, as set forth in subparagraph (g) below to permit the development of the Subject Property that is substantially consistent with the Preliminary Plan.

(c) The gross site area and lot area requirements for the single family dwellings (20,000 square foot minimum) on the Development Plan shall be governed by subparagraph (c) of Section 6-7-1 of the Hampshire Zoning Ordinance, 2003 and as depicted on the Preliminary Plan. The lot width requirements and the front, rear, side and corner side yard requirements for the 20,000 square foot minimum lots and the gross site area, lot area, lot width requirements and yard requirements (front, rear, side and corner side yard) for the 12,000 square foot minimum lots shall be governed by Section 6-7-2 of the Hampshire Zoning Ordinance, 2003 and as depicted on the Preliminary Plan.

(e) The gross site area, lot area, lot width requirements and the yard requirements (front, rear, side and corner side yards) of the duplex units in the Development shall be governed by subparagraph (c) in Section 6-7-3 of the Hampshire Zoning Ordinance, 2003, and as depicted on the Preliminary Plan.

(f) Intentionally deleted. ~~The gross site area, lot area, lot width requirements and the yard requirements (front, rear, side, and corner side yards) of the townhome units in the development shall be governed by subparagraph (c) of Section 6-7-4 of the Hampshire Zoning Ordinance, 2003, as depicted on the Development Plan. Pursuant to the Preliminary Plan, townhomes will be permitted to be developed in four, five and six unit buildings~~.

(g) The Village hereby confirms the approval of and hereby agrees that the provisions of the Village Building Code, Hampshire Municipal Code, Chapter V, Section 5-1-1 *et seq.* currently in effect, to wit: International Building Code Council, 2006 Edition, as modified by Village Ordinance No. 08-40: the Village Zoning Code, Hampshire Municipal Code, Chapter VI, Section 6-1-1 *et seq.;* and the Village Subdivision Code, Chapter VII, Sections 7-1-1 *et seq.,* shall apply to the development of the Subject Property, except as otherwise set forth in this Agreement. The Village acknowledges that it duly considered the Original Developer's request for departures from the Subdivision Regulations (Chapter VII of

the Hampshire Village Code) and following the required legal notices and public hearings approved the following departures which shall apply to Unit 1 per the Final Plat of Subdivision and/or to Unit 2 per the Preliminary Plan, repectively:

(i) In Section 7-4-4(A)(2), to permit 120-feet average lot length in lieu of the 125-foot requirement for no more than 104 lots;

(ii) In lieu of Section 7-4-3(A), the block length requirements as depicted on the Preliminary Plan shall apply;

(iii) To permit 80 degree angles at intersections in lieu of the 90 degree angle at intersection requirement, provided, this departure shall apply to no more than one (1) intersection;

(iv) In Section 7-4-1, "Minimum Standards for Street Design", to permit roadway centerline radius of 85-feet on minor streets in lieu of the 200-foot centerline radius;

(v) In Section 7-4-1, "Minimum Standards for Street Design", to require no minimum vertical curve length requirement where a roadway grathent differential is less than or equal to 1.5% and where vertical curves are required and designed with a K value of 30 for crests and 40 for sags with no minimum length;

(vi) In Section 7-4-1, to require no minimum tangent between reverse curves for minor streets in lieu of the 25-foot requirement;

(vii) Section 7-4-1 (B)(7)(a), restricts cul-de-sac length to 500-feet. The Village finds that the turnaround serving Lots 29 to 42 is not a cul-de-sac and does not require a departure from this Section;

(viii) In Sections 7-3-6 and 7-4-6(A), to permit a combination sidewalk/bike path where indicated on the approved Final Plat of Subdivision for Unit 1 of the Subdivision, recorded as Doc. No. 2006K139816 and **Exhibit "JJ" "** attached hereto and incorporated herein by this reference.;

(ix) Section 7-4-4(F) to permit not more than 27 lots to be developed at a minimum lot width of 105-feet in lieu of the requirement that corner lots for residential use shall have not less than 10-feet of extra width;

(x) The tree preservation, tree removal and general landscaping requirements in Section 5-3-2 are modified as follows:

(1) Section 5-3-2(A) is modified to provide that existing trees smaller than 6" diameter at breast height (DBH) shall be exempt from the tree survey or replacement requirements;

(2) Section 5-3-2(C)(l)(d) is modified to provide that existing trees shall be

measured in DBH not caliper inches and if during development of the Subject Property an existing tree which was to be removed is saved, then a credit shall be given by the Village and a revision to the tree preservation and removal plan shall occur;

(3) Section 5-3-2(D)(2) is modified to provide that existing Boxelder, White Mulberry, Colorado Blue Spruce, Paper Birch, Apple, Pear, Cottonwood, Slippery Elm, American Elm, Siberian Elm, Black Cherry, Downy Hawthorn, Crack Willow, White Willow, Black Willow and Buckthorn trees shall also be exempt from replacement requirements if removed.

(xi) In Section 7-3-7(B), two parkway trees shall be required on each lot with a minimum of 100 foot of street frontage and one parkway tree shall be required on each lot with less than 100-foot of street frontage; on any corner lot, the required number of trees shall be provided on each frontage;

(xii) Owner may use vegetation for edging and side slopes of drainage facilities, provided said slopes are properly designed and built so as not to require stabilization which would require stone or other re-enforcing material; provided, the treatment of side slopes shall specifically be subject to review and approval by the Village Engineer and in any event, shall not exceed four to one slope;

(xiii) In Section 5-3-3(E)(4)(a), the minimum size of deciduous trees shall be 2.5" caliper, rather than 6" caliper;

(xiv) In Section 5-3-2(D)(4) and 5-3-3(G)(2), the trees have a trunk diameter of not less than 2.5" caliper, rather than 3" caliper.

(xv) In Section 5-3-7(G)(4), to maintain said trees for a period of one year, rather than three years following the acceptance of the street improvements in the right-of-way the trees are planted in. The term for replacement warranty for landscaping on private property shall be one year after the initial acceptance by the Village, provided, as to any vacant lot or lots which Owner conveys to a third party, such third party shall assume the responsibility for trees and landscaping described in this paragraph;

(xvi) In Section 5-3-7(G), to replace, in accordance with the requirements of this Article, any trees that do not survive in a good and healthy condition for the one (1) year, rather than for the three year, period next following the date of the acceptance of the street improvements in the right-of-way the trees are planted in; and

(xvii) In Section 7-4-7(A), all unpaved areas within street right of ways adjacent to open space may be seeded subject to review and approval by the Village Engineer.

Modified or additional departures may be approved by the Village pursuant to the procedures established in its ordinances without the necessity of amending this Agreement.

(h) The Dwelling Units to be constructed in Unit 2 may be constructed

i) without fire protection sprinklers, except as may be otherwise required by State law; provided, Owner or the Unit 2 Owner, as the case may be, shall offer to any purchaser of a Dwelling Unit as an option installation of fire protection sprinklers, and obtain from any person or persons who refuse or decline such option, a written waiver or decline of fire protection sprinklers.

ii) with romex in lieu of conduit for electrical wiring

iii) with PVC in lieu of copper water piping

iv) with ground fault in lieu of "ARC" fault circuit interrupters

(i) Construction may be phased on the Subject Property. Each phase shall connect directly to a completed street or highway. No builder shall commence construction on a second or succeeding phase within the Subject Property if that builder is in default of any obligation to the Village. However, this prohibition shall apply only to the builder in default.

(j) The Village here confirms the approval of the Preliminary Plan for the Subdivision, and notwithstanding anything to the contrary set forth in Section 7-2-3(A)(1) of the Village Code, Owner may apply for approval of a final plat for all or any portion of the Subject Property within a period of twenty (20) years after the Effective Date of this Amended Agreement.

(k) The Village shall approve any final plat of subdivision pursuant to the procedures and standards set forth in the Subdivision Code after the submittal of a final plat of subdivision, which is in compliance with the requirement of the Subdivision Code, and in substantial conformance with the Preliminary Plan.

(l) In preparing final plats of subdivision and final plans for the development for the Subject Property, the Owner may make minor modifications, subject to the approval of the Village engineer and consistent with the Village's applicable regulations, to the general design and layout of lots, streets, rights-of-way, and improvements, as depicted in the Preliminary Plan, in order to facilitate the effective, efficient, and economical development of the Subject Property in accordance with the requirements of the R-2 and R-3 District regulations (as modified by the approved Preliminary Plan, this Agreement, as well as any other zoning relief that may be approved by the Village). The Preliminary Plan shall be modified accordingly and filed of record with the Village. No such modifications shall authorize the Owner to develop a greater number of single-family lots and duplex units than provided for under the approved Preliminary Plan or this Amended Agreement.

(m) In the course of seeking approval of any final plat of subdivision of the Subject Property, the Owner, may at its sole cost and expense, seek additional zoning approvals and subdivision variations, which approvals or variations shall be subject to Village approval without the need for further amending this Amended Agreement, and without the approval of the Unit 1 Owner.

(n) Owner agrees that no lots shall be sold or buildings constructed on lots in the approved, but unrecorded subdivision phases, except for model home construction described below.

(o) The Village acknowledges that all of the necessary legal notices, public hearings and other proceedings necessary to modify the Village's Comprehensive Plan as necessary to be consistent with the development described in this Amended Agreement have been conducted and that the proposed use and development of the Subject Property and the proposed re-zonings of the Subject Property to the R-2 Single-Family Residence District, and to the R-3 Two-Family Residence District are consistent with said Comprehensive Plan.

**4. Public Sanitary Sewer Service in the Development.** The following terns and provisions shall apply to the public sanitary sewer service in the Subdivisiont.

(a) Existing Capacity. The Parties acknowledge that the First Sewer Expansion Project described in the Original Development Agreement ("First Sewer Expansion Project") has been fully constructed and is operational as of the Effecitve Date of this Amended Agreement, and further, that the Village since completion of the First Sewer Expansion has constructed a second expansion (the "Second Sewer Expansion Project") of the Village's Wastewater Treatment Facility (the "WWTF"). The Village represents and warrants that, as of the Effective Date of this Amended Agreement, the capacity of the WWTF is 2.76 mgd and that the Village has, and at all times during the term of this Amended Agreement will have, the capacity to treat all wastewater to be generated from the Subject Property. The Village further represents and warrants that the Hampshire Creek Interceptor Sewer has been constructed, and that it has created, and at all times during the term of this Amended Agreement will have, sufficient transmission capacity for wastewater to be generated from the Subject Property.

(b). Reservation of Capacity. For the Term of this Amended Agreement, the Village shall reserve wastewater treatment capacity in the WWTF, and wastewater transmission capacity in the Hampshire Creek Interceptor Sewer, in the amounts and to the extent necessary to provide sanitary sewer services to and for Unit 2 as it is contemplated to be developed pursuant to this Amended Agreement. ~~Notwithstanding the foregoing, Owner acknowledges that until construction of the Connecting Sewer Main has commenced as described below, no more than one hundred seventy-five (175) dwelling units in the Subdivision shall be permitted to connect to the WWTF.~~

(c) Construction of the Connecting Sewer Main.

i) The Village's plan and design of its wastewater transmission system has allowed for temporary use by the Owner of Unit 1 of a connection to the Southeast Interceptor Sewer (also sometimes referred to historically as the "West Side Interceptor Sewer") to serve dwelling units to be constructed in Unit 1, and further, calls for construction of a connecting sewer main (the "Connecting Sewer Main') in Unit 2 to divert such wastewater conveyance out of the Southeast Interceptor Sewer and into the Hampshire Creek Interceptor Sewer.

ii) The Owner of Unit 2 has agreed to construct the Connecting Sewer Main

between the wastewater transmission mains in Unit 1 of the Subdivision and the Hampshire Creek Interceptor Sewer. The Connecting Sewer Main is to be constructed on certain land lying within Unit 2. The location of the Connecting Sewer Main is depicted on the Plat of Easement, Doc. No. 2006K079205, which is attached as Exhibit "HH."

iii) Owner acknowledges and agrees that Owner shall construct the Connecting Sewer Main, and that work shall commence on the Connecting Sewer Main upon the earlier to occur of the following events: a) approval of the first Final Plat of Subdivision for all or any part of the Unit 2 property; or b) written demand of the Village, as set forth below.

iv) Furthermore, Owner shall post with the Village security in the form of a bond, letter of credit, or cash, to secure the performance of and payment for the work involved in constructing said Connecting Sewer Main. Such security shall be posted at the time of execution of this Amendment.

v) The Connecting Sewer Main shall be designed and constructed at the sole expense of the Unit 2 Owner, and said Owner shall at its sole expense be responsible to obtain any and all permits necessary for construction of the Connecting Sewer Main.

vi) The parties understand and agree that the Village may make demand for construction of the Connecting Sewer Main under this Section if and when, in the opinion of the Village Engineer, the Village has incurred operational problems or difficulties with the conveyance of wastewater through the Southeast Interceptor Sewer, or in the alternative, reasonably anticipates such operational problems or difficulties because of new or additional development approved by the Village and to occur within the tributary area of the Southeast Interceptor Sewer.

vii) After demand by the Village, if any, in accordance with this Section, if the Owner of Unit 2 does not then promptly commence work on the Connecting Sewer Main, the Village may draw on the security posted for the performance of and payment for the work, and shall utilize the funds for construction of the Connecting Sewer Main. Provided, however, in any event, the Owner of Unit 2 shall be responsible to reimburse to the Village any and all costs actually incurred in constructing the Connecting Sewer Main, including engineering fees, permit costs, and construction costs, in excess of the sum of the security.

d) Restrictions on Building Permits, Occupancy Permits.

i) Upon commencement of work on the Connecting Sewer Main, the Village will upon application of Owner issue building permits for residential structures to be erected in Unit 2.

ii) The Village will not issue any certificate of occupancy for any such residential structure in Unit 2 until substantial completion of the Connecting Sewer Main. For

purposes of this Paragraph, "substantial completion" shall mean that the Connecting Sewer Main is in the opinion of the Village Engineer operational and properly functioning, and that adequate security remains on deposit with the Village to insure the full completion of the work and payment therefor.

(e) Permit/Fee Lists to be Utilized by Village. In relation to the construction of the First Sewer Expansion Project, the Village Engineer has certified the total costs incurred by PHI to be equal to $4,417,210.48. Owner shall be entitled to credit for such amount, against the amounts of sanitary sewer impact fees and sanitary sewer connection fees due for residential units to be constructed in Unit 2. The Village shall utilize a system of Permit / Fee Lists for each building permit requested by Owner and shall show thereon that no sanitary sewer impact fees and no sanitary sewer connection fees are due for any such permit in Unit 2.

(f). Recapture for Sanitary Sewer Costs. The Village acknowledges and agrees that the amount expended by the Original Developer in constructing the First Sewer Expansion exceeded the amount otherwise due for the sanitary sewer impact fees and sanitary sewer connection fees due from the Subdivision; and that a Recapture Agreement for such expenditures has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114, based at the time on the partial costs that had been incurred by the Original Developer for the First Sewer Expansion Project (the "First Sewer Expansion Recapture Agreement"). Concurrently with the approval of this Amended Agreement, the Village shall i) approve and thereafter record an amendment to the First Sewer Expansion Recapture Agreement, confirming the final certified costs of the First Sewer Expansion, the right of recapture herein provided for and establishing that the amount due for reimbursement under said Recapture Agreement shall be and is $1,308,455.48; and ii) that by agreement of Owner and the Unit 1 Owner, said sum, if and when collected, shall be paid to TWHI as Unit 1 Owner. . The form of said amendment is attached hereto as **Exhibit "EE"**

(g) Dedication of Sanitary Sewer Mains. Subject to the provisions of the Village's Subdivision Regulations and pursuant to Paragraph 12 below, Owner agrees to dedicate and convey by bill of sale in customary form, and the Village agrees to accept, all off-site and on-site sanitary sewer mains Owner constructs according to the approved plans. .

(h) Grant of Easement. Owner has granted to the Village an easement for the Connecting Sewer Main, by Plat of Easement recorded in the Office of the Kane County Recorder as Doc. No. 2006K079205; and shall grant such additional, temporary easement(s) to the Village as may reasonably be necessary for construction purposes (if any), either by dedicating same in a Final Plat of Subdivision for Unit 2, or by separate Grant of Easement, as may reasonably be necessary for the construction of the Connecting Sewer Main..

(i) On-Site Permits. Owner shall be responsible for the cost of permits for on-site sanitary sewer main extensions attributable to the development of the Subject Property.

(j) Payment due for Expansion of the Village's Wastewater Treatment Facility. PHI acknowledges and agrees that pursuant to the terms of the Agreement for Funding Expansion of the Village's Wastewater Treatment Facility to 1.5 MGD Capacity, dated February 6, 2006, there is due and owing from PHI to Hampshire East, LLC, an amount equal to $226,206.13; and PHI shall pay said amount to Hampshire East, LLC as a condition of

approval, and not later than the date of recording, of the first final plat of subdivision for all or any part of the Subject Property. When paid, said amount shall be added to the certified costs of the First Sewer Expansion Project for purposes of sub-paragraph (f) above.

(k). No Further Sanitary Sewer Improvements. Except as otherwise specified in this Amended Agreement, and in particular but not limited to the payment due to Hampshire East, LLC as set forth above, and except for construction of on-site sanitary sewer mains and related improvements, Owner and/or the Unit 2 Owner shall have no further obligation to construct any sanitary sewer improvements for the Subdivision and/or for Unit 2 thereof.

**5. Public Water Service to the Development.** The following terms and provisions shall apply to the public water service in the Subdivision:

(a) Existing Capacity. The Parties acknowledge and agree that the First Water Expansion project described in the Original Development Agreement ("First Water Expansion Project") has been constructed and is operational as of the Effective Date of this Amended Agreement. The Village represents and warrants that the Village's water supply and distribution system has sufficient capacity, and that at all times during the Term of this Amended Agreement it will have sufficient capacity, provided the Pressure Reducing Valve hereinafter described is installed, to serve the Dwelling Units to be constructed in Unit 2. In particular, the water supply and distribution system currently lacks the capacity to serve the northwest quadrant of the Subject Property as identified on **Exhibit "OO"** attached hereto and incorporated herein by this reference.

(b) Reservation of Capacity. For the term of this Amended Agreement, the Village shall reserve capacity in its water supply and distribution system in the amounts and to the extent necessary to provide potable water and water for fire protection services to the Dwelling Units to be constructed in Unit 2, subject to installation of the Pressure Reducing Valve.

(c) Limitation on Connections. In order to insure the availability of said water supply and distribution capacity, said Pressure Reducing Valve shall be installed at the location shown on the Preliminary Plan (**Exhibit "BB"**) prior to the time Owner applies for any building permit for a dwelling unit lying within the northwest quadrant of the Subject Property as depicted on **Exhibit "OO"**

(d) Installation of Pressure Reducing Valve. The Presssure Reducing Valve and apparatus shall be transported and installed and made fully functional by Owner, at its sole expense, prior to the time of the first connection to the Village's water supply and distribution system for any dwelling unit located in area depicted on **Exhibit "OO"** Owner shall also be responsible for obtaining any permit(s) required for said transport or installation. The Parties acknowledge and agree that the Pressure Reducing Valve has been fabricated, has been paid for, and is currently stored at the Village's Water Facility No. 10-13, awaiting installation. The Village shall impose no charge for such storage for so long as the Village can continue such storage. Owner shall include in the first performance security to be posted with the Village for work on the Subject Property the estimated cost of such transportation and installation, as certified by the Village Engineer. The final certified cost of the transportation and installation of the PRV shall be added to the Final Certified Cost of the First Water Expansion Project.

(e) Permit / Fee Lists to be Utilized by Village. The Village Engineer has certified

the total costs of constructing the First Water Expansion Project to be equal to $2,483,062.10 to date (including a credit for $92,263.66 drawn by the Village from letters of credit issued by Park National Bank, but not including the cost of transportation and installation of the PRV). Owner shall be entitled to credit for such amount against the amounts of water impact fees and water connection fees due for residential units to be constructed in Unit 2; provided the Parties acknowledge and agree that the amount of credit is not sufficient to cover all such fees due and owing in relation to water services, and that the amount remaining due and owing at this time is equal to $3,104.24. . . The Village shall utilize a system of Permit / Fee Lists for each permit requested by Owner and shall show thereon the amount of water impact fees and water connection fees due for each such permit.

(f) Recapture Due for Water Costs. The amount expended by the Original Developer for the First Water Expansion Project does not as of the Effective Date of this Amended Agreement exceed the amount of water impact fees and water connection fees due for the number of dwelling units planned for the Subdivision, but it is anticipated that after adding the cost of transportation and installation of the PRV when actually incurred by Owner the sum of the certified costs of the First Water Expansion Project will exceed the amount due for such impact and connection fees. Therefore, although there is not any recapture due at this time, there may in the future be recapture due to Owner as a result of the construction of the First Water Expansion Project. A Recapture Agreement for such expenditures was approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01113, based at the time on the partial costs that had been incurred by Owner for the First Water Expansion Project. The parties shall cooperate to record an amendment to said Recapture Agreement, certifiying the final certified costs of such work as specified above, describing any amount of recapture due, and specifying the party to whom such recapture is due.

(g) Installation and Dedication of Water Mains. Subject to the provisions of the Village's Subdivision Regulations, and pursuant to Paragraph 12 below, Owner shall install and agrees to dedicate and convey to the Village by bill of sale in customary form and the Village agrees to accept all off-site and on-site water mains Owner constructs, provided such improvements have been constructed in accordance with the provisions of this Amended Agreement, the approved Preliminary Plan and the Engineering Plans identified in the Original Development Agreement.

(h) On-Site Permits. Owner shall be responsible for the cost of permits for on-site water improvements attributable to the development of the Subject Property.

(i) No Further Water Improvements. Except as otherwise specified in this Amended Agreement, and in particular, as to installation of the Pressure Reducing Valve, and construction of any and all on-site water mains and related improvements Owner shall have no further obligations to construct any water improvements for the Subdivision and/or for Unit 2 thereof.

## 6. Storm Sewer Service in the Subdivision

(a) The parties agree that ~~Owner or the Unit 2 Owner shall~~, to the extent that Owner owns or controls any detention basins which serve or are intended to serve Unit 1 in the Subdivision, Owner and any Unit 2 Owner shall not obstruct Owner's ability to freely utilize

the same. ~~The Unit 2 Amended Development Agreement shall also require PHI to grant any easements as may be necessary, as determined by Owner or by any Unit 1 Owner, to facilitate the transmission of stormwater generated from Unit 1 to the detention basins located in Unit 2. Further, Owner and/or the Unit 2 Owner shall complete any remaining detention basin work for detention basins located on Unit 2.~~

(b) All detention basins and related appurtenances serving Unit 1 which have not been previously conveyed to and accepted by the Village shall be conveyed to the Village by customary form of bill of sale, and the Village shall accept the same (without requiring the posting of any maintenance security as provided for in Section 7-2-4 of its Subdivision Regulations), concurrently with the execution of this Amended Agreement by the Parties. Concurrently with the conveyance of such improvements and provided Owner has obtained at its expense a commitment for title insurance showing clear title to same, and that Owner will provide a policy of title insurance for same after acceptance of the Deed(s) described herein, Owner shall convey to the Village, and the Village shall accept, title to Lots 1023 and 1025 in Unit 1. The conveyance shall be made pursuant to Deed in the form of **Exhibit "MM"** attached hereto

(c) At the closing contemplated by the Global Settlement Agreement, Owner shall pay the Village $21,800 as Owner's contribution towards the cost of undertaking the work to Detention Basins No. 4 and 8 identified on the Updated Punch List, and the Unit 1 Owner shall pay the Village $3,700 as its contribution towards the cost of undertaking the work to Detention Basins No. 5 and 7 identified on the Updated Punch List. The Village shall use the monies contributed pursuant to this paragraph to perform the work related to said basins described in the letter from Encap, dated November 18, 2013. ~~The parties acknowledge and agree that the Village intends to agree with the Unit 1 Owner that all detention basins and related appurtenances serving Unit 1 which have not been previously conveyed to and accepted by the Village shall be conveyed to the Village by customary form of bill of sale, and the Village shall accept the same (without requiring the posting of any maintenance security as provided for in Section 7-2-4 of its Subdivision Regulations), concurrently with the execution of this Amended Agreement by the Parties; and,~~ Concurrently the Unit 1 Owner shall also convey to the Village, and the Village shall accept, title to Lots 1023 and 1025 in Unit 1, in accordance with terms and provisions of the Unit 1 Amended Agreement.

(d) All storm sewers constructed in the Subdivision which have not been previously conveyed to and accepted by the Village shall be conveyed to the Village by customary form bill of sale, and the Village shall accept said storm sewers without requiring the posting of a maintenance security as otherwise provided in Section 7-2-4 of the Village Subdivision Regulations, after its approval of an Amendment to the Development Agreement and receipt from Owner of a properly executed original of same.

(e) The Village shall accept the storm sewers without requiring Owner or any Owner of Unit 2 to complete the work items in regard to the storm sewers set forth in the Updated Punch List letter of EEI, dated December 3, 2013); and instead, the Village will complete all work items noted on the Updated Punch List (as defined in Paragraph 12 of the Amendment to Development Agreement) that relate to the sanitary sewer mains in the Subdivision. For this purpose, the Village will use monies previously deposited and currently being held in the Tuscany Woods Construction Escrow Account at the Village, free of any and

all claim Owner or any Unit 2 Owner may otherwise assert in relation to said monies.

7. **Recapture for Off-Site and On-Site Public Improvements; Recaptures to be Paid**.

(a) The Owner shall be entitled to a recapture for the following:

~~i) Recapture for Hampshire Creek Interceptor Sewer, per Recapture Agreement recorded as Doc. No. 2008K01114, and in the total amount of $1,308,455.48.~~

~~ii) Recapture due from the Owner of Unit 1 or other Unit 1 Owner for the costs of constructing the Connecting Sewer Main in an amount to be certified by the Village Engineer~~.

iii) Recapture for the First Water Expansion Project in the total amount by which the final certified costs of said project as determined by the Village Engineer exceed the total Water Impact Fees and Water Connection Fees due for the Subdivision, as specified in the Original Development Agreement and as set forth in Paragraph 5 above.

(b) The Village and Owner acknowledge and agree that the following recapture amounts are due and owing in connection with the development of the Subject Property:

(i) Recapture due the Farms of Hampshire, LLC in the initial amount of $189,182.52 as a result of the construction of improvements for the intersection of Runge Road and IL 72, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008, as Document No. 2008K060161; and

(ii) Recapture due the Farms of Hampshire, LLC in the initial amount of $395,727.53 as a result of the construction of certain improvements for the extension of Runge Road and the extension of Jake Lane, , per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008 as Document No. 2008K060160; and

(iii) Recapture due Hampshire Enterprises, Inc., based on the certified costs of $58,522.28, as a result of the construction of the Southeast Interceptor Sewer in the Village, per the Recapture Agreement recorded in the Kane County Recorder's Office on January 6, 1997 as Doc. No. 1997K001003.

VILLAGE PROPOSAL:

The Owner of Unit 1 and the Owner of Unit 2 shall be responsible to pay the recaptures set forth above in accordance with the terms and provisions of the Recapture Agreements identified above, and shall indemnify and hold harmless the Village from any and all claims, demands, liabilities, damages and judgments which may arise out of or result from said Recapture Agreements, or any of them, including but not limited to any attorney fees incurred by the Village in receiving, reviewing, considering and/or responding to any such claim,

demand, liability, damages, or judgment.

Provided, it is understood and agreed that said Owners or either of them, their successors or assigns, may in good faith contest the validity or enforceability of said Recapture Agreements or any of them by means of a proceeding or proceedings seeking a construction of said Agreement(s) and/or a declaration of rights and obligations under said Agreement(s), in which case, Owner(s) agree to be bound by any such construction or declaration.

OWNER PROPOSAL; TO COME

(d) Owner agrees to bear the cost of enforcing and defending any Recapture Agreement(s) and pledges to hold the Village, its officers, agents and employees harmless and to pay all expenses, costs, damages (including attorneys' fees, engineering fees, expert witness fees, accountants fees and all litigation expenses) and judgments incurred by, or assessed against the Village and its officials as a result of the Village's entry into or enforcement of said agreement. If the Village reasonably anticipates the necessity of enforcing or defending the recapture agreement, it shall make a preliminary estimate of the costs thereof and the Owner shall from time to time deposit into a Developer's Escrow with the Village such funds as are deemed by the Village reasonably necessary from time to time to defray the costs of enforcement or defense.

(e) The Parties acknowledge that recapture amounts are due and owing from the Owner to the Village for the following in relation to the Subject Property :

i) Recapture due to Hampshire East, LLC for its work on the Hampshire Creek Interceptor Sewer in the amount of $139,270.19, plus interest. When paid, this amount shall be added to the certified costs of the First Sewer Expansion Project for purposes of paragraph 4(f) above.

ii) The recapture due to TWHI for park improvements, as set forth in Paragraph 10(c) below.

~~ii) No other recapture payments are due from Owner to any party~~.

(f) The Village acknowledges and agrees that except as specified in this Paragraph 7 no other recapture payments shall be due from Owner as a result of or in connection with the development of the Subject Property, and that the Village shall not approve any other recapture agreements or ordinances which burden Owner or the Subject Property with additional recapture obligations without Owner's prior written consent, which consent may be given or withheld in Owner's sole and absolute discretion.

**8. <u>Creation of SSA and Issuance of Bonds</u>.** With respect to Special Service Area #13

established by the Village pursuant to Paragraph 7 of the Original Development Agreement , the Parties acknowledge and agree as follows:

(a) The Village duly proposed and established Special Service Area #13 as described in the Original Development Agreement and Special Service Area bonds in an amount equal to $12,000,000 were thereafter issued by the Village (the "SSA #13 Series 2007 Bonds"), and the proceeds of said bonds were utilized for the construction of public improvements identified in the Original Development Agreement.

(b) The Bonds are being retired by special taxes levied on a reasonable and rational basis against the property located within the Subdivision, provided, however, that by agreement of the Parties, PHI and others, $5,900,000 of the SSA #13 Bonds, Series 2007 have been or are to be redeemed and/or retired, and the territory comprising Unit 2 has been or is to be disconnected by court proceedings and order from Special Service Area #13, prior to or after the Effective Date of this Amended Agreement.

(c) By agreement with PHI and others, the Village has agreed to petition for an appropriate order of court disconnecting the territory comprising Unit 2 from Special Service Area #13; and the Village agrees to petition for and prosecute said action for disconnection to conclusion.

(d) After redemption / retirement of the aforesaid $5,900,000 of said Bonds, and the aforesaid disconnection of Unit 2 from Special Service Area #13, $_____ in bonded indebtedness shall remain outstanding, and debt service thereon shall be paid by special taxes levied on the territory comprising Unit 1 in accordance with the procedures prescribed in the original Bond Ordinance, Village of Hampshire Ordinance No. 06-42; the ordinance authorizing redemption / retirement of a portion of the bonds, Village of Hampshire Ordinance No. 14-____; and as outlined in the Special Tax Roll and Report for Special Service Area #13 issued from time to time, until paid in full; and therafter, Owner and any Unit 2 Ownwer shall have no liability to pay any special taxes assessed or levied in relation to Special Service Area #13, but such responsibility shall rest with the owner(s) of Unit 1.

**9. <u>Impact Fees / Off-Site Improvements</u>.**

(a) ~~The Parties acknowledge and agree that the first sixty (60) months from the Effective Date of the Original Development Agreement has expired, and the prohibition against changes in the impact fees and transition fees listed on Exhibit "D" is no longer in effect. The amounts generally applicable in the Village for impact fees and transition fees at the time of this Amended Agreement are identified in Exhibit "KK," attached hereto and incorporated herein by this reference. Accordingly, and notwithstanding anything to the contrary set forth on said Exhibit "D,"~~ – The fees set forth on **Exhibit "GG"** shall apply to any new construction in Unit 2 hereafter and shall continue in effect without change for a period of four (4) years after the Effective Date of this Amended Agreement; provided that upon expiration of the four (4) year period the impact fees and transition fees applicable to the Subject Property shall be the fees then generally applicable in the Village. Provided further, however, that any increased, decreased, other, or additional impact fees or transition fees which are then generally applicable in the Village shall be imposed on the construction of Dwelling Units in Unit 2 in

the future, provided any such increased, decreased, other or additional impact fee or transition fee shall not apply to Unit 2 until six (6) months after the Village Board approves the same and gives notice of the same to Owner or the Unit 2 Owner which action may be taken and notice may be given prior to the expiration of said four (4) year period. Notwithstanding the foregoing, in no event shall the impact fees and transition fees identified in **Exhibit "GG ~~KK"~~** be higher than the corresponding impact fees and transition fees applicable in the Village on the Effective Date of this Amended Agreement.

(b) Owner shall pay the fees described in the foregoing paragraph (a) at the time of application for issuance of a certificate of occupancy for each Dwelling Unit constructed in Unit 2.

(c) If, after the Effective Date of this Amended Agreement, the Village negotiates or determines an Impact Fee or Transition Fee with another owner of newly annexed property, which is less than the fees then applicable to the Subject Property, from and after the date of such determination, Owner shall be entitled to pay the lower Impact Fee or Transition Fee for all of the Dwelling Units to be constructed in Unit 2 for which a building permit had not yet been issued.

(d) The Village acknowledges that no land contribution shall be required for the land/cash contributions due for school impact fees under Chapter 14 of the Village Code and/or the Development Agreement or this Amended Agreement, and Owner shall pay cash in lieu of land therefor as specified on **Exhibit "GG"**

(e) Monies received pursuant to the Development Agreement and/or this Amended Agreement and in particular, the impact fees and land-cash contributions, will be spent only on improvements that benefit the Tuscany Woods Subdivision in accordance with law; provided, however, the transportation system fee paid by Owner shall be utilized by the Village for transportation system improvements consistent with its policy and the Transportation Planning and Roadway Improvement Cost Analysis prepared by EEI and dated November 2003.

(f) The Parties acknowledge and agree that the County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee. Owner or any Unit 1 Owner agrees to pay such fee as required by the County Ordinance or as otherwise agreed by Kane County. ;

**10. <u>Park Donations</u>.**

(a) The Parties hereto acknowledge and agree that all donations of cash and/or land for park purposes have been fully satisfied in relation to Unit 2; and no further contributions of cash or land are due or owing to the Village in relation thereto.

(b) Owner and/or the Unit 2 Owner shall pay to the Village for recapture for the Park Improvements required by and constructed in accordance with the Original Development Agreement a total sum equal to $149,500.00. The total sum shall be due at the time of the closing contemplated in the Global Settlemen Agreement, which sum shall be paid to Owner in full and complete satisfaction of Owner's obligation to reimburse TWHI for park impact fees

paid by and for park improvements paid for by TWHI's predecessor in interest. The Village shall not assess or impose an administrative or collection fee in connection with its collection and/or remittance of this recapture. When received, the funds shall be paid to Tuscany Woods Holding, LLC ("TWHI").

(c) The Village has as of Setpember 5, 2013 accepted all Park Improvements (as defined in the Original Development Agreement) heretofore constructed on the Park Site depicted on the Final Plat for Unit 1, and as depicted in the Landscape Plan, as amended and attached hereto as **Exhibit "HH."** The Village shall maintain said Park Improvements at its sole expense from and after the date of acceptance. .

(d) The Village shall, to the extent permitted by law, apply all or a portion of the cash contributions for park purposes received from other developments in the Village, including but not limited to Hampshire Highlands Subdivision, towards the Phase Two Park Improvements as described in Exhibit TBD. Construction of the additional Phase Two Park Improvements shall be completed by the Village as soon as practicable when the Village has collected sufficient contributions for park purposes from other developments that will be benefitted by such improvements.

**11. <u>Road, Street and Utility Construction Standards</u>.**

(a) Owner shall provide streets and roads for the Subject Property. Each street right-of-way shall be dedicated in a final plat of subdivision, and the Village agrees that said roads shall be constructed in accordance with the specifications contained in **Exhibit "NN"** The Parties acknowledge and agree that as of the Effective Date certain improvements have been substantially completed at the intersection of IL 72 and Romke Road, to wit: westbound deceleration lane; eastbound left turn lane; and westbound left turn lane, utilizing certain letter of credit and escrowed funds on deposit with the Village to pay the costs of construction. It shall be the obligation of Owner at Owner's sole expense, at the time of any development of the area in the Tuscany Woods Subdivision lying south of IL 72, to construct the eastbound deceleration lane (for traffic turning south onto Romke Road) as depicted on the Preliminary Plan, **Exhibit "BB."**

(b) Owner shall have the right, but not the obligation to install the final lift or surface course to roadways within any phase of the Subject Property during the year that the binder course is installed subject to the Village Engineer's approval. In any event, Owner shall have the right, but not the obligation to install the final lift or surface course to roadways within any phase of the Subject Property in which 80% or more of the dwellings have been issued occupancy permits. After completion of the construction and/or acceptance of any street or road by the Village, and if construction traffic of Owner, its agents or employees continues to utilize its street or road, Owner shall be responsible for keeping the street or road free from construction debris, and further Owner shall be responsible for repair or damages to the street or road caused by such construction traffic of its agent and employees. Acceptance of said roads shall be as provided for in Paragraph 11 below.

(c) From and after the time of acceptance of any roadway improvements by the Village, the Village shall then maintain said improvements, subject to the requirement that Owner provide a maintenance bond for a period of one year after such acceptance.

(d) Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, Owner shall perform the following tasks:

(i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site.

(ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.

(iii) At all times prior to issuance of a Certificate of Completion by the Village for any street constructed in the Subdivision, within twelve (12) hours following an accumulation of one (1") inch or more of snow thereon in any eight (8) hour period, cause such street to be plowed and such snow cleared therefrom.

(iv) In the event that the Village certifies completion of any such street between November 1 of any given year and April 1 of the following year, Owner shall continue to provide snow removal for said streets throughout such period.

(e) As security for such obligations, and as a condition of approval of a Final Plat for all or any part of the Subject Property, or the issuance of any grading permit as the case may be, Owner shall make a one-time deposit with the Village Clerk in the sum of Five Thousand ($5,000.00) Dollars as and for a "Site Control Escrow."

(f) In the event Owner fails to remove snow from the streets, mow weeds, pick up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Agreement, or within twenty-four (24) hours after receipt of notice from the Village of Owner's failure to comply with the provisions of this Agreement, then the Village may perform, or contract with others to perform such undertaking and deduct from the Site Control Escrow the costs thereof. Owner shall, within fifteen (15) business days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the same at a Five Thousand ($5,000.00) Dollar balance.

(g) All sums then remaining on deposit with the Village for Site Control Escrow pursuant to this Section shall be returned to Owner upon final acceptance of all public improvements by the Village.

(h) Owner shall provide adequate lighting of public streets within the Subject Property, in accordance with the Hampshire Municipal Code, Section 7-3-8 and the applicable light standard prescribed by the Village. Upon installation and acceptance by the Village, the Village shall be responsible for maintenance of said lighting.

(i) The design standards for streetlights, street signs, mailboxes and traffic signs shall be consistent with the design standards attached as Group **Exhibit "I I"** Fences along Jake

Lane, Route 72 and Romke Road shall be consistent with the design standards attached as Group **Exhibit "I I"** Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase or unit of the development on the Subject Property prior to the issuance of any certificate of occupancy in such phase or unit. Temporary or permanent street signs shall be installed throughout a phase or unit of the development on the Subject Property and any street or streets leading into such phase or unit, prior to the issuance of any building permit in such phase or unit. The design of any temporary street sign shall be subject to the review and approval of the Village Engineer. No sidewalk and no bituminous surface course for any street, in the development on the Subject Property shall be installed at any time before April 15 or after December 1 in any calendar year unless approved by the Village Engineer.

~~(j) Deleted.~~

~~(k) Deleted.~~

~~(l) The Village agrees to exercise its powers of eminent domain to acquire any easements or rights of possession required by Owner for the construction of roadway improvements necessary to serve any portion of the Subject Property. The costs of any such proceedings, and the costs of such acquisition, shall be considered to be part of the costs of such improvements, and shall be paid for as part of such improvements as otherwise provided for in this Agreement. If not otherwise provided in this Agreement, Owner shall bear such costs, and in no event shall the Village be liable to bear the costs of such proceedings or acquisitions. Owner shall be entitled to recapture for said amounts to the extent permitted by law.~~

**12. <u>Public Improvements - Security and Acceptance</u>.**

(a) The public improvements shall include the roads, streets and sidewalks, the sanitary sewer and water main improvements, all detention/ retention areas and facilities, flood plains and wetland areas located in Unit 2 as identified on the Preliminary Plan. A final plat for any phase or unit of the development may be approved, but not recorded, until adequate security is provided for the completion of the public improvements attributable to that phase or unit.

(b) The security to be provided by Owner for public improvements benefiting an individual phase or unit of development within the Subject Property shall be in accordance with the applicable Village ordinances (125% of the Village Engineer's estimate of cost). Such security shall be in the form of performance and payment bonds or letters of credit, as Owner may elect, provided however that the form of said bonds or letters of credit shall be subject to review and approval by the Village Attorney, which approval shall not unreasonably be withheld or delayed.

(c) To the extent utility improvements are developed or installed in phases or units, the Village shall inspect and accept the same on a phase-by-phase or unit-by-unit basis. The Owner shall be required to install water lines and sewer mains in each phase or unit only as each such phase or unit is platted and approved by the Village. Provided, however, where such phased utility improvements are required to be interconnected or looped to or with another

phase or unit of the development, the Village shall not be required to accept such phased improvements unless adequate security in the form of a performance bond is deposited with the Village to assure the completion of the required interconnection or looping.

(d) The security posted by Owner shall be reduced by the Village from time to time, upon request by the Owner and as public improvements within the Subject Property are completed, approved by the Village Engineer, and paid for, and prior to the acceptance of such improvements by the Village. The Village shall reduce the security within forty-five (45) days of receipt of a request therefor, or within forty-five (45) days of the Village's receipt of the last document(s) required to support such reduction. If the request is denied, the Village shall provide the Owner with a written statement specifying the reasons for the denial of the request, including specifications of the requirements of law or the requirements of this Agreement which the request or supporting documents fails to meet. The Village shall reduce such security upon the Owner's compliance with those requirements. In addition, the Owner shall comply with the requirements contained in the Village's Subdivision Control Ordinance pertaining to the bonding requirement for maintenance after acceptance of public improvements. No more than four (4) requests for reductions shall be made for any phase or unit of the development in any twelve (12) month period.

(e) Upon the sale and transfer of any portion of the Subject Property, Owner shall be released from the obligation secured by its security instrument for public improvements, on the condition that that the Village approves and accepts substitute security from the purchaser, transferor, assignor, or other successor to Owner.

(f) Upon request of Owner for a Certificate of Completion ("Certificate of Completion"), the Village Engineer, within forty-five (45) days shall inspect the improvements subject to the request and either issue a Certificate of Completion or a punchlist of items that need to be completed to obtain such Certificate. Upon Owner's compliance with the deficiencies identified as the basis for denying the Certificate, the Village shall as soon as practicable thereafter issue such Certificate. The Village shall re-inspect, consider acceptance and accept public improvements subject to the Certificate only after one (1) year following the issuance of the Certificate. Upon acceptance of the public improvements, the Village shall be responsible for the ownership and maintenance of said public improvements.

(g) In the event that the owner(s) of an adjacent property ("Adjacent Property Owner") requires connection to any watermains and/or sanitary sewer lines located on the Subject Property, and in the event that Owner has not at the time extended the same to the boundary line of the Subject Property, then upon the Village's request, Owner shall grant a right of access onto the Subject Property to such Adjacent Property Owner to allow such connection to be constructed by the Adjacent Property Owner. Such right of access shall be conditioned on the Adjacent Property Owner delivering to Owner adequate insurance and indemnity. The cost of extending any such watermains or sanitary sewer lines to the boundary of Owner's property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner; provided, the Adjacent Property Owner shall have a right of recapture from Owner and running to the benefit of the Adjacent Property Owner. Nothing herein shall require Owner to construct watermains and sanitary sewer lines to the boundaries of the Subject Property unless said extensions are necessary to complete a system or make it self-contained or unless a final development plan and final engineering plan shall encompass the area in which any such lines

are to be located; the Village has approved the extension of such lines; and Owner has commenced the development of such area.

(h) Nothwithstanding anything to the contrary set forth herein, as to any and all improvements constructed (or, partially constructed) in Unit 2 prior to the Effective Date of this Amended Agreement, the following shall govern:

i) The Parties acknowledge and agree that the Village Engineer has previously issued a punch list in regard to all such work, dated October 6, 2009; and

ii) The Village Engineer has re-inspected said improvements and issued an Updated Punch List dated December 3, 2013, for all work previously included in the Final Engineering Plans for Unit 1 prepared by Cowhey, Gudmundson Leder Ltd., dated April 15, 2005 and last revised May 11, 2007, but specifically excluding any sidewalk to be constructed or parkway trees to be planted immediately adjacent to any lot in Unit 1 which is intended for construction of a Dwelling Unit, which Updated Punch List is attached hereto as **Exhibit "KK"** ~~**OO;"**~~ ; and

iii) The Village, using monies deposited in the Tuscany Woods Construction Escrow Account, shall perform work on the work items identified in the Updated Punch List to the extent allowed by such monies, except as otherwise specified in this Amended Agreement, and other than a) the sidewalks to be constructed, parkway trees to be planted, and the parkway areas to be seeded immediately adjacent to any Lot which is intended for construction of a Dwelling Unit; and b) the landscaping required to be planted on Lots 1029, 1030l, and 1030 (i.e., adjacent to Jake Lane)

iv) Subject to the provisions of Paragraph 17(c) below, sidewalks to be constructed, parkway trees to be planted, and parkway areas to be seeded immediately adjacent to any Lot on which a Dwelling Unit is to be constructed shall be constructed, planted, and/or seeded, respectively, by Unit 2 Owners prior to the Village's issuance of a Certificate of Occupancy for such Dwelling Unit, and after such improvements have been completed to the satisfaction of the Village, the Village shall accept such improvements for ownership and maintenance thereof.

v) Owner, or the Unit 2 Owner, shall undertake the landscaping improvements required for Lots 1029, 1030, and 1031 (along Jake Lane), as described in the Updated Punch List.

vi) The Unit 2 Owner shall post performance and payment security for the estimated cost of completing any work items listed in the Updated Punch List for which it bears responsibility (including any work which may be postponed as set forth below). The security shall be in the form of a bond or a letter of credit, as the Unit 1 Owner may elect, provided, however, that the form of said bond or letter of credit shall be subject to the review and approval of the Village attorney, which approval shall not be unreasonably withheld or delayed.

vii) As to such improvements to be completed pursuant to the Updated Punch List, the Village, upon completion thereof by Owner shall accept said improvements and shall waive the requirement of its Subdivision Regulations, Section 7-2-4, pertaining to

the posting of a maintenance bond; and

viii Owner has no further obligations concerning improvements constructed or partially constructed in Unit 2 prior to the Effective Date of this Amended Agreement.

(i) The Village agrees that the Unit 1 Amended Development Agreement shall require TWHI, its successors and assigns to covenant that to the extent TWHI, its successors and assigns, as the case may be, has an ownership interest in any public improvements presently serving or intended to serve the Subject Property as contemplated in the Preliminary Plan or the Unit 1 Final Engineering Plans, neither TWHI or its successors and assigns shall obstruct Owner's ability to freely utilize such public improvements.

(j) The parties agree that Owner and any Unit 2 Owner covenant that to the extent Owner or any Unit 2 Owner, as the case may be, has an ownership interest in any public improvements presently serving or intended to serve the Unit 1 Property as contemplated in the Preliminary Plan or the Unit 1 Final Engineering Plan, respectively, neither Owner or any Unit 2 Owner shall obstruct the Unit 1 Owner's ability to freely utilize such public improvements.

**13. <u>Site Development Work/Temporary Facilities/Interim Uses</u>.**

(a) After the adoption of ordinances approving the rezoning and preliminary subdivision plat approval, but prior to the approval of any final plat of subdivision for, or the availability of public improvements on, the Subject Property, the Owner may at, its own risk, install or erect up to two pre-sale trailers, and two construction office trailers, with parking lots, on the Subject Property after obtaining all applicable permits from the Village; provided, however, that no such structure shall be within 15 feet of any property lines of the Subject Property, and provided further that the location of any trailers shall be subject to Village staff approval, which approval shall not be unreasonably withheld.

(b) Any time after the execution of this Agreement, and prior to approval of final subdivision plats for the Subject Property, or parts thereof, Owner may undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon the Subject Property or portions thereof; provided, however, that the Owner shall undertake such work at its own risk. Owner shall not undertake such work, except with the Village engineer's prior approval of appropriate plans containing sufficient information to demonstrate that the work will be accomplished in accordance with sound engineering practices. The Village engineer's prior approval shall be evidenced by the issuance of a mass grading permit. Additionally, the Owner shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved final engineering plans for the Subject Property. Prior to commencing work hereunder, Owner must obtain all necessary permits for such work from any applicable government agency other than the Village. Owner agrees to indemnify, defend and hold harmless the Village and its Corporate Authorities, officers, agents, employees and consultants (collectively, the "Indemnitees") from all claims, demands, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the mass Grading and Site Development Work permitted under such subparagraph. Any earthwork performed pursuant to the Paragraph 12(b) shall be subject to the requirements of **Exhibit "PP"** attached hereto and incorporated herein by this reference

(c) Prior to the recordation of the first final plat of subdivision, at Owner's option, the Owner shall be permitted to construct not more than eight (8) model homes, four (4) structures each in not more than two (2) model areas on the Subject Property, subject to the approval by the Village's Building Department of the construction plans therefor; provided that framing of such models shall commence only after a stone haul road adequate to handle emergency vehicles has been constructed and approved by the Fire Department. In conjunction with the construction, use, and maintenance of the model homes, the Owner may erect and maintain temporary fencing not exceeding four feet in height of such material and style in accordance with Village staff approval, which approval shall not be unreasonably withheld. Model homes may not be open to the public until a binder course on the road has been installed, inspected and approved by the Village Engineer. The Village agrees that the Owner shall be permitted to maintain the model homes on the Subject Property until all of the lots on the Subject Property have been conveyed to individual homebuyers.

(d) The Owner shall be permitted to use and occupy (but not for residential purposes) the pre-sale trailers and model homes, upon the installation of temporary electric generators, waste water holding tanks or portable toilet facilities, and water facilities; provided, however, that such generators, tanks and water facilities shall be promptly disconnected and removed in connection with service to the model homes only and not to the pre-sale trailers, at such time as electrical service and public sewer and water systems become available to the Subject Property. The model homes shall be connected to electrical service and public sewer and water systems promptly upon each becoming available to the Subject Property and the structures are connected thereto. The Owner shall be permitted to use and occupy (but not for residential purposes) construction office trailers (including trailers for the storage of materials and equipment) which shall not be required to be connected to temporary electric generators, waste water holding tanks or portable toilet facilities and water facilities. All matters governed by the Kane County Health Ordinance shall be subject to the review and approval of the Kane County Health Department.

(e) Farming, including the rental of land for farmland operations and the rental of existing residences for rental dwelling purposes shall be interim uses permitted on the Subject Property. No other interim uses shall be permitted.

(f) Construction activities on the Subject Property shall be conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday.

(g) No model homes shall be utilized by Owner for sales purposes unless and until a permit for occupancy as a model shall have been issued by the Village. Provided, should any such model home be sold for occupancy as a residence, Owner shall apply for and obtain a permanent certificate of occupancy prior to closing of the sale, and upon closing, said dwelling unit shall be then counted against the total number of building permits to be issued in the calendar year of closing.

~~(h) The Parties agree that C.B. Burke Engineering or another consultant selected by agreement of i) PHI or the Unit 2 Owner, and ii) Owner or the Unit 1 Owner, which consultant shall be reasonably acceptable to the Village, shall be retained at the expense of Owner (or the Unit 2 Owner) and the Owner of Unit 1 (or the Unit 1 Owner) as they may agree, to prepare a report evaluating the condition of the existing wetlands in the Subdivision (as depicted on the~~

~~Final Plat for Unit 1 and/or the Preliminary Plan for the Subdivision), (the "Evaluation Report"). The Evaluation Report shall include a report on the status on the previously issued ACOE permit (the"ACOE Wetlands permit") and shall establish a Soil Erosion and Sedimentation Plan for the Subdivision (the "Soil Erosion Plan").~~

~~(i) Such consultant shall be retained within thirty (30) days of the Effective Date of this Amended Agreement; and shall prepare the Evaluation Report and the Soil Erosion Plan with due diligence thereafter. A copy of the Evaluation Report and of the Soil Erosion Plan shall be delivered by the consultant to the Village Engineer; and Owner (or the Unit 2 Owner) and the Owner of Unit 1 (or the Unit 1 Owner), as the case may be, shall together submit to the Village an acceptable proposal for any completion and/or remediation of said wetland areas so as to assure the proper drainage, retention and/or detention of stormwater runoff for the Subdivision, and compliance with the requirements of said ACOE permit.~~

~~(ii) Owner shall promptly implement the Erosion Control Plan on the Subject Property. Owner shall at the Effective Date of this Amended Agreement post with the Village adequate performance security for any such work identified in the report and/or plan and to be performed by Owner in regard thereto.~~

~~(iii) The Village agrees that, upon Owner posting adequate security for any work to be performed by Owner in regard to such wetlands, the Village will not halt work in or refuse to issue any building permit for Unit 2 because of a default by the Owner of Unit 1 or the Unit 1 Owner in regard to work to be performed by said Owner of Unit 1 or Unit 1 Owner in relation to wetlands in the Subdivision.~~

(g) The parties agree that certain work has previously been undertaken pursuant to a permit issued by the Army Corps of Engineers ("ACOE") for wetlands in the Subdivision. The Village has no jurisdiction over such permit or work required pursuant thereto. The Unit 2 Owner shall be responsible for any and all work in the Subdivision required by ACOE in relation to any such wetlands; and Owner or any Unit 1 Owner shall have no responsibility for same.

(h) The parties agree that certain erosion control was previously undertaken in the Subdivision in support of development on the Unit 1 Property, and future residential construction and/or development activities on the Subject Property may from time to time require additional erosion control measures. Owner and/or the Unit 2 Owner shall at its expense utilize any erosion control measures for any such work as reasonably deemed necessary by best practices or by the Village Engineer. Owner and any Unit 2 Owner shall be responsible for compliance with the requirements of any applicable NPDES regulations or permit pertaining to the Subject Property.

(i) The Village agrees that it will not halt work in or refuse to issue any building permit for a Dwelling Unit in Unit 2 because of a default by TWHI or any Unit 1 Owner in regard to work to be performed by TWHI or any Unit 1 Owner in relation to wetlands in the Subdivision.

**14.** **Architectural Review**. In lieu of the requirements in Section 5-2-1 of the Village Code,

Owner agrees to apply and enforce the following architectural improvement standards throughout the Development:

(a) In the event that two adjacent homes having the same floor plan are constructed on one side of a street within the Subject Property, the homes must feature a different elevation. The difference in elevation must be measured in terms of roofline and fenestration. Four (4) homes in a row shall have different elevations and homes having the same elevations may not be constructed "directly across the street" from one another. However, homes having like elevations may be erected across the street from one another as long as the respective lot boundaries do not overlap each other by more than 25%. Homes are deemed to be "directly across the street" from one another if their respective lot boundaries overlap by 25% or more. In the case of small cul-de-sacs with eight or fewer sites, no duplication of elevations may occur.

(b) Exterior siding color shall not be repeated within two homes constructed on consecutive lots on one side of the street. There will be two different siding colors between each house. Similar to the elevation rule, the siding color should not be the same on any house across the street. The trim, roof and brick colors may not be duplicated more than twice in homes constructed side by side so that there will not be three homes alongside each other with the same trim color.

(c) Minimum foundation plantings around houses shall conform with the Landscape Plan, **Exhibit "DD"**

**15. <u>Building Permits</u>.**

(a) Intentionally omitted.

(b) The Owner may submit applications for building permits prior to the approval of the final plat for the Subject Property or a portion thereof; provided, however, that no construction shall commence except on a lot created pursuant to an approved and recorded final plat of subdivision and accessible via a road improved with at least a binder course. However, Owner shall be permitted to commence the construction of model homes pursuant to the terms contained in this Agreement.

(c) The Owner shall have the right to submit master building blueprints or plans for the various types of designs of dwellings to be constructed on the Subject Property. Following the approval of any master building blueprints or buildings plans, no further submission or approval of building blueprints or plans will be required for the issuance of a building permit for the construction of any building pursuant to such approved master building blueprint or building plan; provided, however, that applications with plans conforming to the master building blueprints thereon shall be submitted as part of each request for a building permit. The Village will use its best efforts to review and approve the master building blueprints within fifteen (15) days, or within such other time as may be agreed between the parties. It the Village does not approve the master building blueprints or plans it shall, with specificity, give Owner notice of the elements of said blueprints or plans which do not conform to applicable Village codes and ordinance.

**16. Signage.**

(a) The Owner shall be permitted to install temporary illuminated signage on the Subject Property as set forth in this Paragraph, but not within 10 feet of any property line or right-of-way line. Under no circumstances shall any sign be located within a right-of-way. Two (2) double-faced signs announcing the Owner's future development of the Subject Property, (i) one_of which shall not exceed 72 square feet per face and must be located at or near Illinois Route 72, Runge Road and/or Romke Road; and (ii) the remaining one (1) sign shall not exceed 32 square feet per face. Such signs may be erected immediately after approval of a final plat of subdivision for all or any part of the Subject Property. The location of the signs shall be subject to the prior approval of Village staff which approval shall not be unreasonably withheld. These signs, or any one of them, may be converted at any time to announce the sale of residences and lots within the Subject Property. Such signs shall be removed at the time that all lots on the Subject Property have been conveyed to individual home buyers. All signage and model homes shall be used only to market Owner's product for the Subject Property and for no other project.

(b) The Owner shall be permitted (but shall not be obligated) to install one illuminated single or double-faced community identification ground sign, not exceeding eight feet in height or 160 square feet per face at any point of access to the Subject Property along all access points on Illinois Route 72, Runge Road and Romke Road; provided, such sign shall be located on private property in a properly established easement or outlot and may not be located closer than five (5) feet to any right-of-way. The construction plans for such signs shall be subject to the review and approval of the Village Board which approval shall not be unreasonably withheld. At the time of submission of such construction plans, the Owner shall be required to deliver evidence to the Village that each such sign will be adequately maintained. After Village Board approval of said signs, the Building Department shall issue a permit within ten (10) business days.

(c) To the extent the current or future ordinances and regulations of the Village permit signs in greater number of or greater size than are authorized in this paragraph, the Owner shall be permitted to erect such larger number or size.

(d) Nothing in this paragraph shall limit the Owner's right to install signs on the Subject Property or any portion thereof that are otherwise permitted by Village ordinance.

(e) The Village shall reasonably consider the approval of additional illuminated neighborhood monument identification signage requested at a future date by Owner.

(f) The Owner may display at least three temporary community identification flags on 25 foot high poles per model home on the Subject Property. In addition, at least one American flag may be displayed on a 30 foot high pole in connection with the pre-sale trailer.

**17. Occupancy Certificates.**

(a) The Village agrees to perform a final inspection within two (2) days of a request for said final inspection. The Village agrees to issue Certificates of Occupancy within ten (10)

days after the application therefor or to issue a Letter of Denial within said period of time informing the Owner specifically as to what corrections are necessary as a condition to the issuance of a Certificate of Occupancy, quoting the section of any code or ordinance relied upon by the Village in its request for correction.

(b) Any resubmittal of an application for a certificate of occupancy after issuance of a Letter of Denial shall be processed by the Village within one (1) day in the same manner as any other such application, except that no additional application fee shall be required therefor.

(c) Temporary certificates of occupancy for Dwelling Units shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, foundation plantings, driveways, public sidewalks, private walkways, and topsoil re-spread to be completely finished, provided that such buildings and related structures are in a substantially completed condition and are fit for habitation. As a condition of issuance of such temporary certificate of occupancy, Owner and/or any Unit 2 Owner shall deposit with the Village Clerk a sum sufficient to secure completion of the related improvements in accordance with the schedule of deposits attached hereto an dincorporated herein as **Exhibit "LL"** for each dwelling unit for which a temporary certificate of occupany is requested. Said deposit shall secure constructon / installation of the such improvements adjacent to the applicable lot and any other work to be performed on the lot. . Not later than fourteen (14) days after satisfactory completion of such improvements as to any lot or lots, the Village shall return the deposit to . the person who made the deposit.

(d) Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase or unit of the development on the Subject Property prior to the issuance of any certificate of occupancy in such phase or unit.

**18.** **Village Codes and Ordinances**. Except as specifically modified in this Agreement, and/or in the attached Preliminary Plan, Preliminary Engineering and Exhibits, and continuing in effect for a period of four (4) years from and after the Effective Date, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village in effect as of the Effective Date Upon the expiration of said four (4) year period, except as specifically modified in or varied by the Preliminary Plan or pursuant to this Amended Agreement and/or the Exhibits attached hereto, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter. Provided, however, that the application of any such ordinance, regulation or code adopted after Village approval of this Agreement shall not:

(a) result in a reduction in the number of residential building lots herein approved for the Subject Property;

(b) alter or eliminate any of the ordinance departures set forth herein; or

(c) result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of the Village.

The foregoing to the contrary notwithstanding, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the Subject Property,

pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Subject Property and Owner shall comply with same; provided, however, that any so-called grandfather provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Subject Property shall be given full force and effect.

**19. Defense.**

A. The Village agrees to cooperate with Owner in the defense of any lawsuits or claims brought by any person or persons in regard to any of the following matters relating to the Subject Property or any portion thereof: i) the Development Agreement or this Amended Agreement; ii) the annexation; iii) the zoning; iv) the preliminary and final subdivision plats; v) Special Service Area #13; vi)_ the Special Service Area #13 special bonds, Series 2007; or vii) any suit for condemnation for all or any portion of the Subject Property (brought by any other governmental body).

1. Intentionally omitted.

2. Intentionally omitted.

3. Intentionally omitted.

4. Intentionally omitted

B. Intentionally omitted

**20. Reimbursement of Village Expenses on Consultant Fees**. Owner shall reimburse the Village for the following:

(a) Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable following the Effective Date of this Amended Agreement for review of all or any part of the design, plans, agreements, or any other element or feature of the development, in accordance with the applicable provisions of the Village Code. Such costs shall be billed by the Village and payable by Owner in accordance with the then-applicable provisions of the Village Code. The obligation of Owner shall include depositing such sum with the Village Clerk as is required by written Village policy in effect at the time of approval of this Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the Parties to arbitration. The decision of the arbitrator shall be binding.

(b) The Parties acknowledge and agree that certain fees have been incurred to date for such professional services, and remain unpaid in the following amounts [*as of 2-25-14*]:

| | |
|---|---|
| For work related to the Original Development Agreement | $10.067.30 |
| For work related to the current Tuscany Woods Work-out split 50-50% with Owner of Unit 1) | $48,999.00 |

| | |
|---|---|
| For add'l work related to the Amended and Re-Stated Development Agreement (est'd) | $ 5,000.00 |
| For work on the bond redemption transaction and disconnection of territory from SSA #13 (est'd) | $10,000.00 |
| Total *Estimated - final figures to be updated and confirmed* | $74,066.30 |

Said amounts shall be paid in full as a condition of the Village's approval of this Amended Agreement, and shall constitute full and final satisfaction of professional services incurred by the Village in relation to Unit 2 prior to the Effective Date of this Amended Agreement..

(c) The Parties further acknowledge and agree that the sum due for the Village's prosecution of a complaint for foreclosure in regard to delinquent taxes on Unit 2, and including US Bank as mortgage holder, shall be paid pursuant to the terms and provisions of that certain Settlement Agreement and Mutual Release of Claims made by and among the parties.

**21.** **Term of Agreement**. This Agreement shall remain in full force and effect until the earlier of:

(a) the completion and acceptance of all public improvements and the issuance of the last certificate of final occupancy by the Village for the last building or unit located on the Subject Property, or

(b) the twenty (20) year anniversary of the Effective Date of this Amended Agreement.

**22.** **Amendment**. The Village and the Owner, as the case may be, and/or their respective successors and assigns may, by mutual consent, agree in writing to amend the terms and conditions set forth in this Agreement. However, only the written approval of the legal title holder of an interest in the property subject to the amendment (the legal title holder of the property subject to the amendment) shall be required to affect an amendment to this Agreement. No purported oral amendment to the Agreement shall be binding or enforceable.

**23.** **Notices.**

A. Except as provided in subparagraph B, all notices, requests and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested, or sent via overnight courier as follows:

To the Village: Village of Hampshire
234 South State St.
P.O. Box 457
Hampshire, IL 60140-0457

*Attention: Village Clerk*

With a copy to: Mark Schuster, Esq.
Village Attorney
Bazos, Freeman, Kramer, Schuster & Braithwaite LLC
1250 Larkin Avenue - Suite 100
Elgin, IL 60123

To the Owner: PHI-Hampshire, Inc.
535 Plainfield Road SuiteB
Willowbrook, IL 60527
*Attention: Mr. Tom Small*

With a copy to: Lawrence Freedman, Esq.
Ash, Anos, Freedman & Logan LLC
77 W. Washington St., #1211
Chicago, Illinois 60602-3245

And to: Thomas R. Burney, Esq.
Schain, Burney, Banks & Kenny, Ltd.
70 West Madison Street
Suite 4500
Chicago, IL 60602

Notices shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier.

**24. <u>Mutual Assistance</u>.**

(a) The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

(b) The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bothes (whether Federal, State or County) financial entitlements or other aid and assistance required or useful for the construction or improvement of the Subject Property and facilities in and on the Subject Property or for the provision of services to residents of the Subject Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

(c) Village shall grant to Owner without charge the necessary easements and/or

permits as may be required across Village owned or controlled right-of-way or other property for the construction, installation or repair of customer utility lines and other facilities and services as are required for the development of the Subject Property. Owner agrees to promptly repair and replace any Village property damages or disturbed by reason of Owner's work in connection with the foregoing, in a manner satisfactory to the Village.

(d) Deleted.

(e) Deleted.

**25. <u>Remedies</u>.**

(a) This Amended Agreement may be enforced by either Party or by an appropriate action at law or in equity to secure the performance of the terms of this Agreement herein described. Any such action shall be filed in the Sixteenth (16th) Judicial Circuit, Kane County, Illinois, which court shall be the exclusive venue for any such action.

(b) No action taken by any Party hereto pursuant to the provisions of this paragraph or pursuant to the provisions of any other paragraph of this Agreement shall be deemed to constitute an election of remethes and all remethes set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. However, the Village shall not have the right to withhold any approval, consent, license or permit during the pendency of any lawsuit unless the same is related to the subject matter of the lawsuit.

(d) If either Party shall fail to perform any of its material obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and ll other remethes that may be available, either in law or equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

(e) The failure of the Parties to insist upon the strict and prompt performance of the terms, agreements, and conditions herein contained, or any one of them, upon any other Party imposed shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

(f) If the performance of any terms of this Agreement to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobethence, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay.

(g) Except in cases of emergency where immediate danger to health or life exists

and/or work fails to meet the requirements of or exceeds the scope of the permits issued, the Village shall not issue any stop orders directing work stoppage on buildings or improvements on the Subject Property or any part thereof. The stop order shall set forth in detail the reasons for such stop order and shall cite the provisions of law on which the Village is issuing the stop order. Upon correction of the defect(s) and a request to the Building Inspector for a re-inspection, the Village shall re-inspect within one (1) business day and if the defect(s) is cured, the Village shall withdraw the stop order. In the event a "Fail Notice/Partial Stop" is issued by the Village Building Inspector, the other trades shall be permitted to continue work. Upon correction of the defects and the request to the Building Inspector for a re-inspection, the Village shall re-inspect within one (1) business day, and if the defect is cured the Village shall withdraw the Fail Notice/Partial Stop. In the event of multiple Owners of the Subject Property, the stop work order shall only be directed to the Owner responsible for the violation and to the unit or the development where the violation exists. A stop work order on one unit of the Development shall not be the basis for a stop work order on another unit.

**26. Successors and Assigns.**

(a) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns (each, a "Unit 2 Owner")(including, without limitation, successor purchasers, grantees, and transferees of the Subject Property and successor corporate authorities of the Village). To this end, this Amendment Agreement shall run with the land.

(b) Notwithstanding and in addition to the foregoing, the Village acknowledges and agrees that Owner does not intend to act as builder or developer or any portion of the Subject Property, but intends rather to sell and convey various portions of the Subject Property to third parties for construction and/ or development, and Owner acknowledges that each such builder and/or Unit 2 Owner must comply with all of the terms of this Amended Agreement. If Owner does transfer and assign its rights and delegates its obligations under this Amended Agreement to a third party for all or any portion of the Subject Property, and if Owner, by notice, provides the Village Clerk the name and address of such third party and identifies the portion of the Subject Property that has been transferred, and if Owner delivers to the Village Clerk: (i) written evidence of such third party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event Owner shall no longer have any liability or responsibility for the obligations which have been so transferred. Sales of individual lots that have been improved with a residence and for which a certificate of occupancy has been issued are excluded from this notice requirement.

**27. Liability of Corporate Authorities.** The Parties hereto acknowledge and agree that the individuals who are members of the corporate authorities entering into this Amended Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever for such action. The Village acknowledges and agrees that the individuals who are executing this Amended Agreement on behalf of Owner have each done so in his or her legal corporate capacity, and that neither they nor any officer, member, or manager of PHI-Hampshire, LLC shall have any personal liability whatsoever for taking such action or under this Amended Agreement.

**28.** **Counterparts**. This Amended Agreement may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

**29.** **Deleted.**

**30.** **Severability.** If this Amended Agreement or any provision hereof is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the terms of the remaining provisions contained herein, unless both the Village and Owner mutually deem the provision to be material to this Amended Agreement. The Village and Owner hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

**31.** **Integration.** This Amended Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Subject Property. All prior discussions, understandings and agreements pertaining such rezoning, subdivision and development are expressly merged into and superseded by this Amended Agreement. This Amended Agreement and the Unit 2 Amended Development Agreement collectively supersede the Original Development Agreement in its entirety.

**32.** **Rules of Construction**. In construing this Amended Agreement, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. The headings, titles, and captions in this Amended Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Amended Agreement. Unless otherwise provided in this Amended Agreement, any reference in this Amended Agreement to "day" or "days" shall mean business days. If the date for the giving of any notice required or permitted to be given, the occurrence of any event, or the performance of any obligation, under this Amended Agreement falls on a Saturday, Sunday, or federal holiday, then the notice, occurrence or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

IN WITNESS WHEREOF, the parties herein have signed this Agreement on the date and year first above written.

VILLAGE OF HAMPSHIRE

By: _____ _____

Jeffrey R. Magnussen
Village President

ATTEST:

_____

Linda Vasquez
Village Clerk

PHI-HAMSPHIRE, INC.

By: _____

Its

**THIS INSTRUMENT PREPARED BY AND RETURN TO:**
Mark Schuster, Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC,
1250 Larkin Avenue #100, Elgin, IL 60123

## LIST OF EXHIBITS

| | |
|---|---|
| AA | Legal Description of Unit 2 Property |
| BB | Preliminary Plan as approved by Village in Resolution No. 04-12 |
| CC | Preliminary Engineering Plans |
| DD | Landscape Plan |
| EE | Amendment to Recapture Agreement for First Sewer Expansion Project |
| FF | Conveyance of Detention/retention basins |
| GG | Impact Fees and Transition Fees Payable with respect to Subject Property |
| HH | Connecting Sewer Main – Sewer Utility Exhibit |
| I I | Streetlights, Street Signs, Mailboxex, Traffic Signs, and Fence Standards |
| J J | Bike Path and Sidewalk Exhibit |
| KK | Updated Punch List |
| LL | Schedule of Deposits for Temporary Certificate of Occupancy |
| MM | Phase II Park Improvements |
| NN | Schedule of Specifications for Construction of Streets on Subject Property |
| OO | Map Identifying "Northwest Quadrant" of Unit 2 |
| PP | Earthwork Requirements (per Village Engineer) |

No. 14

# A RESOLUTION
# APPROVING RELEASE OF CERTAIN CLOSED SESSION MINUTES AND AUTHORIZING THE VILLAGE CLERK TO DESTROY THE TAPE RECORDINGS OF CERTAIN CLOSED SESSIONS

WHEREAS, the Open Meetings Act (the "Act") requires that the governing body of any local governmental entity review the minutes of its prior closed sessions not less often the semi-annually, 5 ILCS 120/2.06; and

WHEREAS, the Board of Trustees of the Village recently undertook such review of its prior closed session minutes to determine whether it is no longer necessary to protect the public interest or the privacy of an individual by keeping such minutes confidential, according to the Act; and

WHEREAS, the Board of Trustees has determined that it is no longer necessary to protect the public interest or the privacy of an individual by keeping certain of such minutes confidential pursuant to the Act, 5 ILCS 120/2.06(f); and

WHEREAS, the Act further provides that the Village Clerk shall make a tape recording (audio tape) as a verbatim record of any meeting of the Board of Trustees, including any closed session; and

WHEREAS, the Act further provides, and the Village has adopted as part of its Municipal Code, that unless the Board of Trustees has specifically made a determination that the verbatim recording of a closed session no longer requires confidential treatment, or otherwise has consented to disclosure, the verbatim recording of a meeting closed to the public shall at all times not be open for public inspection, or subject to discovery in any administrative or judicial proceeding, other than one brought to enforce the Illinois Open Meetings Act (as described in the Act); and

WHEREAS, the Act further provides, and the Village has adopted as part of its Municipal Code, that the Village Clerk shall preserve the tape recording of any such closed session of the Board of Trustees, in accordance with the following provisions:

a) The Clerk shall retain the verbatim record of any such closed session for not less than 18 months after the date of completion of the meeting recorded.

(b) Such verbatim record may then be destroyed, without notification to or the approval of a records commission or the State Archivist, under the Local Records Act or the State Records Act, but only after both of the following:

(i) the Board of Trustees has approved minutes of the closed meeting that meet the requirements set out for written minutes in Section 2.06(a) of the Illinois Open Meetings Act, which otherwise

requires that the minutes record the date, time and place of the meeting, the presence and absence of all members of the Board, a summary of any discussion on all matters proposed, deliberated, or decided, and a record of any votes taken; and

(ii) the Board of Trustees has also approved the destruction of the particular verbatim record.

WHEREAS, the Board of Trustees has determined that certain audio tape recordings of closed sessions may be destroyed at this time.

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

Section 1. The minutes of the following closed sessions of the Board of Trustees shall be and are hereby released for public inspection, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/2.06: See attached List of Closed Sessions (Exhibit A).

Section 2. The tape recordings of the following closed sessions of the Board of Trustees may be erased and/or destroyed by the Village Clerk:, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/2.06: See attached List of Tapes of Closed Sessions (Exhibit B)..

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

ADOPTED THIS DAY OF pursuant to roll call vote as follows:

AYES:

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS DAY OF

_____
Jeffrey R. Magnussen
Village President

ATTEST:

_____
Linda Vasquez
Village Clerk

ATTACHMENT TO RESOLUTION NO. 14

**SCHEDULE A – May be Released**

November 1, 2012
November 15
February 21, 2013
March 7, 2013
June 6, 2013
July 18, 2013
September 5.2013
September 19.2013
October 3, 2013
November 7. 2013
December 5.2013
December 19,2013
January 4,2012
January 9, 2014
February 6,2014
February 13,2014

**SCHEDULE B – Not to be released**

No. 14 -

# AN ORDINANCE
# ABATING TAXES LEVIED FOR THE 2013 TAX YEAR (COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE), SERIES 2012, FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 06-15, adopted on the 1st day of June, 2006 provided for the issuance of $1,600,000.00 General Obligation Bonds – Series 2006A (Alternate Revenue Source), for the purpose of funding certain public improvements in the Village, and for the levy of a direct annual tax sufficient to pay principal and interest and other proper expenses on the Bonds; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from certain monies, to wit: all municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Municipal Code (therein designated the "Pledged Revenues"), and, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 03-30, adopted on the 6th day of November, 2003 provided for the issuance of $865,000.00 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2003 for the purpose of refunding bonds related to a prior bond issue, having been approved by Ordinance No. 96-6 enacted on March 21, 1996, which bonds were issued in the initial amount of $900,000 to fund the construction of a water tower and related improvements in Old Mill Manor Subdivision in the Village, and for the levy of a direct annual tax sufficient to pay principal and interest and other proper expenses on the Bonds; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from net revenues derived from the Waterworks System of the Village, and from the Village's share of state income tax payments (the "Pledged Revenues"), and, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, the Corporate Authorities of the village, by Ordinance No. 03-07, adopted on the 5th day of June, 2003, provided for a certain Installment Purchase Agreement for the purpose of paying the cost of acquiring and constructing a water well within the Village, and authorizing and providing for the issue of $1,500,000 Debt Certificates, Series 2003, and for the levy of a direct annual tax sufficient to pay principal and interest and other proper expenses on the Certificates; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from net revenues derived from the Waterworks System of the Village, and from the Village's share of state income tax payments (the "Pledged Revenues"), and, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, subsequently, by Ordinance No. 12-25, adopted on December 6, 2012, the Corporate Authorities approved the issuance of certain refunding bonds, to wit: General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012, in order to refund said $1,600,000 General Obligation Bonds - Series 2006A; and also, to refund the Village's General Obligation Refunding Bonds (Alternate Revenue Source), Series 2003; and also to refund certain outstanding Debt Certificates, Series 2003, and

WHEREAS, Ordinance No. 12-25 included in its terms a levy of ad valorem taxes for payment of principal and interest coming due during the period from May 1, 2013 to April 30, 2014 ("Fiscal Year 2014"); and

WHEREAS, the Village has established the "Alternate Bond and Interest Fund of 2012" together with the "2012 Alternate Bond and Interest Sub-account" thereof, for the purposes set out in Ordinance No. 12-25, Section 11; and

WHEREAS, the Village has accumulated funds and will have accumulated sufficient funds from the 2012 Pledged Revenues, and has deposited same into the "2012 Alternate Bond and Interest Sub-account," according to the provisions of Ordinance No. 12-25 for the purpose of paying the debt service on said General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012; and

WHEREAS, the Village is authorized to abate such ad valorem taxes when it is determined that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the revenues set aside in the Alternate Bond and Interest Fund of 2012 in an amount sufficient to pay the principal and interest due to be paid during Fiscal Year 2014 for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012.

Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2013 tax year (taxes collectable in 2014) for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012, as set out in Ordinance No. 12-25, previously certified to the County Clerk.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution, or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

ADOPTED THIS _____ DAY OF MARCH, 2014, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS ____ DAY OF MARCH, 2014.

_____
Jeffrey R. Magnussen
Village President

ATTEST:

_____
Linda Vasquez
Village Clerk

/

/

/

/

**CERTIFICATE** /

/

/

/ / / / / / / / /

I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on March ___, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 14 - ____, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE
GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE
REVENUE SOURCE), SERIES 2012, FOR THE VILLAGE OF
HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this _____ day of _____ _____, 2014.

_____
Linda Vasquez
Village Clerk

State of Illinois )
) SS
County of Kane )

**Filing Certificate**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Kane County, Illinois, and as such official I do further certify that on the _____ day of March, 2014, there was filed in my office a duly certified copy of Ordinance No. 12- ___, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE
GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE
REVENUE SOURCE), SERIES 2012 FOR THE VILLAGE OF
HAMPSHIRE, KANE COUNTY, ILLINOIS

duly adopted by the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois, on the 6th day of March, 2014, and that the same has been deposited in the official files and records of my office.

In Witness Whereof, I hereunto affix my official signature and the seal of said County, this ____ day of March, 2014.

_____
County Clerk
Kane County, Illinois

**ORDINANCE NO. _____**

**ORDINANCE AUTHORIZING RENEWAL OF AGGREGATION PROGRAM FOR ELECTRICAL LOAD**

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village of Hampshire, Illinois ("Village") submitted the question to referendum in the March 20, 2012 election and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program in 2012 with the term of the supplier agreement to end based on scheduled final meter read dates in July 2014; and

WHEREAS over 1,400 residences and small businesses were originally enrolled in the program, and the aggregate savings for the first 15 months of the program have totaled $275/household and $385,000 throughout the entire community; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the Village to continue to operate the aggregation program under the Act as an opt-out program and to enter into an additional contract with a supplier pursuant to the terms of the Act. However, the final decision will be based upon market pricing and the Village retains the option of suspending the program and returning all participants back to Commonwealth Edison.

NOW THEREFORE, BE IT ORDAINED by the Village Council of the Village of Hampshire, _____ County, Illinois, As Follows:

SECTION 1: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:

A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") the Corporate Authorities of the Village are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit bids and

enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

B. The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.

C. As an opt-out program, the Corporate Authorities of the Village shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.

D. The Corporate Authorities hereby grant the _____, or his/her designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the Village.

E. The Village will again engage NIMEC, who managed the initial aggregation. NIMEC will solicit bids from multiple suppliers and consult with the Village in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process, and provide assistance to residents with questions.

SECTION 3: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED THIS _____ DAY OF_____, 2014.

AYES:_____

NAYS:_____

ABSENT:_____

_____
Village Clerk

APPROVED THIS _____ DAY OF_____, 2014.

_____

Mayor

ATTEST:

_____

Village Clerk

# AGENDA SUPPLEMENT

**TO:** President Magnussen and Village Board

**FROM:** Lori Lyons, Finance Director

**FOR:** March 6, 2014 Village Board Meeting

**RE:** IDOT – MFT Audit

**Background**. In June 2013, Urzula Kosk of the Illinois Department of Transportation conducted an onsite audit of the Village's use of MFT funds for the years 2008 through 2012. The Village received an audit findings letter and has been given until March 18 to resolve the discrepancies in the account.

**Analysis**. Upon examination IDOT found fourteen projects from 1997 through 2012 that required follow-up. The projects fell both within and outside of the audited years and the necessary follow-up includes resolutions for Maintenance of Street and Highways, Estimate of Cost paperwork, Engineering Services Agreements for Motor Fuel Tax Funds, Request for Expenditure/Authorization for Motor Fuel Tax Funds and Final Reports. During FY2010 the Village incorrectly utilized MFT funds for engineering services of the Widmayer Road resurfacing project. The Village has coordinated with Diana Anderson of IDOT who has agreed that to accept the use of MFT funds for this project upon receipt of the proper paperwork. The Village has worked with Kyle Welte of EEI providing the details of the use of funds to facilitate the preparation of the required paperwork for all of the discrepancies with the exception of the project identified in 1997 which falls outside of the Village's record retention policy. IDOT has agreed to clear that item from the list without further follow-up.

**Recommendation**. In order to assure continued funding through the MFT program, staff recommends that the Village Board adopt four supplemental resolutions for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code. These resolutions include:

- 2001 MFT Program - The Village disbursed $91,699.79 for maintenance and $5,745.88 for engineering. Only $50,000 was originally authorized, leaving $47,445.67 to be authorized via resolution from the Village.

- 2006 MFT Street Maintenance - The Village disbursed $128,942.87 for maintenance and $15,062.56 for engineering. Only $129,500 was originally authorized, leaving $14,505.43 to be authorized via resolution from the Village.

- 2007 MFT Street Maintenance – The Village disbursed $219,992.57 for maintenance and $27,855.80 for engineering. Only $210,000 was originally authorized, leaving $37,848.37 to be authorized via resolution from the Village.

- 2009 MFT Street Maintenance – The Village disbursed $10,420.25 for engineering. This amount must be authorized by resolution from the Village.

Illinois Department of Transportation

# Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the VILLAGE PRESIDENT AND BOARD OF TRUSTEES (Council or President and Board of Trustees) of the VILLAGE (City, Town or Village) of HAMPSHIRE (Name), Illinois, that there is hereby appropriated the sum of $47,445.67 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2001 (Date) to December 31, 2001 (Date).

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department , a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at SCHAUMBURG , Illinois.

---

I, LINDA VASQUEZ Clerk in and for the VILLAGE (City, Town or Village) of HAMPSHIRE , County of KANE

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the PRESIDENT AND BOARD OF TRUSTEES (Council or President and Board of Trustees) at a meeting on _____ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .

(SEAL) _____ VILLAGE (City, Town or Village) Clerk

**Approved**

_____
Regional Engineer
Department of Transportation

_____
Date

Illinois Department of Transportation

# Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the VILLAGE PRESIDENT AND BOARD OF TRUSTEES (Council or President and Board of Trustees) of the VILLAGE (City Town or Village) of HAMPSHIRE (Name), Illinois, that there is hereby appropriated the sum of $14,505.43 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2006 (Date) to December 31, 2006 (Date).

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department , a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at SCHAUMBURG , Illinois.

---

I, LINDA VASQUEZ Clerk in and for the VILLAGE (City, Town or Village) of HAMPSHIRE , County of KANE

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the PRESIDENT AND BOARD OF TRUSTEES (Council or President and Board of Trustees) at a meeting on _____ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .

(SEAL) _____ VILLAGE (City, Town or Village) Clerk

**Approved**

_____
Regional Engineer
Department of Transportation

_____
Date

Illinois Department of Transportation

# Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the VILLAGE PRESIDENT AND BOARD OF TRUSTEES (Council or President and Board of Trustees) of the VILLAGE (City, Town or Village) of HAMPSHIRE (Name), Illinois, that there is hereby appropriated the sum of $37,848.37 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2007 (Date) to December 31, 2007 (Date).

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at SCHAUMBURG, Illinois.

---

I, LINDA VASQUEZ Clerk in and for the VILLAGE (City, Town or Village) of HAMPSHIRE, County of KANE hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the PRESIDENT AND BOARD OF TRUSTEES (Council or President and Board of Trustees) at a meeting on _____ (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ VILLAGE (City, Town or Village) Clerk

**Approved**

_____
Regional Engineer
Department of Transportation

_____
Date

Illinois Department of Transportation

# Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the VILLAGE PRESIDENT AND BOARD OF TRUSTEES of the
Council or President and Board of Trustees
VILLAGE of HAMPSHIRE Illinois
City, Town or Village
that the following described street(s) be improved under the Illinois Highway Code:

| Name of Thoroughfare | Route | From | To |
|---|---|---|---|
| WIDMAYER ROAD | | ALLEN ROAD | COUNTY LINE |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of HMA leveling binder and surface course, pavement patching, aggregate wedge shoulder, and thermoplastic pavement markings. and shall be constructed 24' wide and be designated as Section _____

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of ten thousand four hundred twenty and 25/100 Dollars ( $10,420.25 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

_____
Date

Department of Transportation

_____
Regional Engineer

I, Linda Vasquez Clerk in and for the Village of Hampshire
City, Town or Village
County of Kane , hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Village President and Board of Trustees
Council or President and Board of Trustees
at a meeting on _____
Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL)

_____
City, Town, or Village Clerk

# VILLAGE OF HAMPSHIRE

Accounts Payable

## March 6, 2014

The President and Board of Trustees of the Village of Hampshire
Recommends the following Warrant in the amount of

# Total: $127,022.92

To be paid on or before
March 12, 2014

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

BATCH # 030114

| VENDOR # | INVOICE # / ITEM DESCRIPTION | INVOICE STATUS | ACCOUNT NUMBER | INV. DATE | P.O.# | BATCH | DUE DATE / PROJECT | INVOICE AMT/ ITEM AMT |
|---|---|---|---|---|---|---|---|---|
| ALCO | ALLEN'S CORNER GARAGE & TOWING | | | | | | | |
| | 5768 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 250.00 |
| | 01 INV#5768 | | 01-003-002-4110 | MAINTENANCE - VEHICLES | | | | 250.00 |
| | | | | | | VENDOR TOTAL: | | 250.00 |
| B&F | B&F CONSTRUCTION CODE SERVICES | | | | | | | |
| | 38812 | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 25.00 |
| | 01 INV#38812 | | 01-001-002-4390 | BLDG.INSP.SERVICES | | | | 25.00 |
| | | | | | | VENDOR TOTAL: | | 25.00 |
| BECO | BESTLER CORP | | | | | | | |
| | 82248 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 655.00 |
| | 01 INV#82248 | | 30-001-002-4160 | MAINT. UTILITY SYSTEM | | | | 655.00 |
| | | | | | | VENDOR TOTAL: | | 655.00 |
| BPCI | BENEFIT PLANNING CONSULTANTS, | | | | | | | |
| | BPCI00038895 | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 75.00 |
| | 01 INV#BPCI00038895 | | 01-001-002-4380 | OTHER PROF.SERVICES-VILL | | | | 75.00 |
| | | | | | | VENDOR TOTAL: | | 75.00 |
| BRMY | BRETT MYERS | | | | | | | |
| | 22514 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 182.44 |
| | 01 MENARDS & FARM & FLEET | | 30-001-003-4690 | UNIFORMS | | | | 182.44 |
| | | | | | | VENDOR TOTAL: | | 182.44 |
| CAON | CALL ONE | | | | | | | |
| | FEB 2014 | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 702.44 |
| | 01 101074710001 | | 01-001-002-4230 | COMMUNICATION SERVICES | | | | 173.80 |
| | 02 101074710002 | | 30-001-002-4230 | COMMUNICATION SERVICES | | | | 52.27 |
| | 03 101074710003 | | 01-003-002-4230 | COMMUNICATION SERVICES | | | | 52.27 |
| | 04 101074710004 | | 31-001-002-4230 | COMMUNICATIONS SERVICES | | | | 175.01 |
| | 05 101074710005 | | 30-001-002-4230 | COMMUNICATION SERVICES | | | | 52.27 |

BATCH # 030114

| VENDOR # | INVOICE # / ITEM | DESCRIPTION | INVOICE STATUS | ACCOUNT NUMBER | | INV. DATE | P.O.# | BATCH | DUE DATE / PROJECT | INVOICE AMT/ ITEM AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| | 06 | 101074710006 | | 30-001-002-4230 | COMMUNICATION SERVICES | | | | | 52.67 |
| | 07 | 101074710007 | | 01-002-002-4230 | COMMUNICATION SERVICES | | | | | 142.15 |
| | | | | | | | | VENDOR TOTAL: | | 702.44 |
| CEFL | CENTURION FLEET SERVICES INC | | | | | | | | | |
| | 1349 | | AB | | | 02/27/2014 | | 030114 | 02/27/2014 | 1,413.91 |
| | 01 | INV#1349 | | 01-003-002-4110 | MAINTENANCE - VEHICLES | | | | | 1,413.91 |
| | 1356 | | AB | | | 02/27/2014 | | 030114 | 02/27/2014 | 365.65 |
| | 01 | INV#1356 | | 01-003-002-4110 | MAINTENANCE - VEHICLES | | | | | 365.65 |
| | | | | | | | | VENDOR TOTAL: | | 1,779.56 |
| COED | COMMONWEALTH EDISON | | | | | | | | | |
| | 022614 | | AB | | | 02/27/2014 | | 030114 | 02/27/2014 | 58.78 |
| | 01 | ACCT#0729114032 | | 31-001-002-4360 | ENGINEERING SERVICES | | | | | 58.78 |
| | 022714 | | AB | | | 02/27/2014 | | 030114 | 02/27/2014 | 505.73 |
| | 01 | ACCT#7101073024 | | 31-001-002-4360 | ENGINEERING SERVICES | | | | | 505.73 |
| | 030314 | | AB | | | 03/03/2014 | | 030114 | 03/03/2014 | 212.79 |
| | 01 | ACCT#2323117051 | | 30-001-002-4260 | UTILITIES | | | | | 212.79 |
| | FEB 2014 | | AB | | | 02/21/2014 | | 030114 | 02/21/2014 | 18,916.42 |
| | 01 | ACCT#0495111058 | | 30-001-002-4260 | UTILITIES | | | | | 65.22 |
| | 02 | ACCT#2323117051 | | 30-001-002-4260 | UTILITIES | | | | | 169.83 |
| | 03 | ACCT#2599100000 | | 30-001-002-4260 | UTILITIES | | | | | 7,082.75 |
| | 04 | ACCT#2289551008 | | 30-001-002-4260 | UTILITIES | | | | | 90.48 |
| | 05 | ACCT#2676085011 | | 30-001-002-4260 | UTILITIES | | | | | 5,474.44 |
| | 06 | ACCT#0255144168 | | 30-001-002-4260 | UTILITIES | | | | | 665.10 |
| | 07 | ACCT#9705026025 | | 30-001-002-4260 | UTILITIES | | | | | 656.86 |
| | 08 | ACCT#4997016005 | | 30-001-002-4260 | UTILITIES | | | | | 306.81 |
| | 09 | ACCT#6987002019 | | 30-001-002-4260 | UTILITIES | | | | | 237.78 |
| | 10 | ACCT#1939142034 | | 31-001-002-4260 | UTILITIES | | | | | 262.79 |
| | 11 | ACCT#2244132001 | | 01-003-002-4260 | STREET LIGHTING | | | | | 1,591.85 |
| | 12 | ACCT#1329062027 | | 01-003-002-4260 | STREET LIGHTING | | | | | 10.93 |
| | 13 | ACCT#0524674020 | | 01-003-002-4260 | STREET LIGHTING | | | | | 15.57 |

BATCH # 030114

| VENDOR # | INVOICE # / ITEM DESCRIPTION | INVOICE STATUS | ACCOUNT NUMBER | INV. DATE | P.O.# | BATCH | DUE DATE / PROJECT | INVOICE AMT/ ITEM AMT |
|---|---|---|---|---|---|---|---|---|
| | 14 ACCT#0710116073 | | 01-003-002-4260 | STREET LIGHTING | | | | 74.68 |
| | 15 ACCT#1632121022 | | 01-003-002-4260 | STREET LIGHTING | | | | 2,044.78 |
| | 16 ACCT#0657057031 | | 01-003-002-4260 | STREET LIGHTING | | | | 162.90 |
| | 17 ACCT#4623084055 | | 01-003-002-4260 | STREET LIGHTING | | | | 3.65 |
| | | | | | | VENDOR TOTAL: | | 19,693.72 |
| CONEEN | CONSTELLATION NEW ENERGY | | | | | | | |
| | 0013624233 | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 6,453.15 |
| | 01 ACCT#1-EI-1963 | | 30-001-002-4260 | UTILITIES | | | | 6,453.15 |
| | 0013636059 | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 10,190.18 |
| | 01 ACCT#1-EI-1962 | | 31-001-002-4260 | UTILITIES | | | | 10,190.18 |
| | | | | | | VENDOR TOTAL: | | 16,643.33 |
| DIEN | DIRECT ENERGY BUSINESS | | | | | | | |
| | 140450022979708 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 106.18 |
| | 01 INV#140450020279708 | | 01-003-002-4260 | STREET LIGHTING | | | | 106.18 |
| | | | | | | VENDOR TOTAL: | | 106.18 |
| EKLC | ELGIN KEY & LOCK CO., INC | | | | | | | |
| | 85727 | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 170.40 |
| | 01 INV#85727 | | 01-001-002-4100 | MAINTENANCE - BLDG. | | | | 170.40 |
| | | | | | | VENDOR TOTAL: | | 170.40 |
| GALL | GALLS / QUARTERMASTER | | | | | | | |
| | 001585392 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 16.37 |
| | 01 ACCT#1000116465 | | 01-002-003-4690 | UNIFORMS | | | | 16.37 |
| | | | | | | VENDOR TOTAL: | | 16.37 |
| GEOBRU | GEORGE BRUST | | | | | | | |
| | FEB 2014 | AB | | 03/03/2014 | | 030114 | 03/03/2014 | 50.96 |
| | 01 45MILES @.56 PER MILE | | 01-001-002-4290 | TRAVEL EXPENSE | | | | 25.20 |
| | 02 46MILES @.56 PER MILE | | 01-001-002-4290 | TRAVEL EXPENSE | | | | 25.76 |
| | | | | | | VENDOR TOTAL: | | 50.96 |

BATCH # 030114

| VENDOR # | INVOICE # / ITEM DESCRIPTION | INVOICE STATUS | ACCOUNT NUMBER | INV. DATE | P.O.# | BATCH | DUE DATE / PROJECT | INVOICE AMT / ITEM AMT |
|---|---|---|---|---|---|---|---|---|
| IPODBA | IPO/DBA CARDUNAL OFFICE SUPPLY | | | | | | | |
| | 559277-0 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 84.95 |
| | 01 INV#559277-0 | | 01-001-003-4650 | OFFICE SUPPLIES | | | | 84.95 |
| | | | | | | VENDOR TOTAL: | | 84.95 |
| K&MTI | K & M TIRE | | | | | | | |
| | 420976348 | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 743.90 |
| | 01 INV#420976348 | | 01-002-002-4110 | MAINTENANCE - VEHL. | | | | 743.90 |
| | | | | | | VENDOR TOTAL: | | 743.90 |
| KMPFPD | KONICA MINOLTA PREMIER FINANCE | | | | | | | |
| | 247965064 | AB | | 03/03/2014 | | 030114 | 03/03/2014 | 211.81 |
| | 01 INV#247965064 | | 01-002-002-4280 | RENTALS | | | | 211.81 |
| | | | | | | VENDOR TOTAL: | | 211.81 |
| KMPFVH | KONICA MINOLTA PREMIER FINANCE | | | | | | | |
| | 247965379 | AB | | 03/03/2014 | | 030114 | 03/03/2014 | 309.94 |
| | 01 INV#247965379 | | 01-001-002-4280 | RENTAL - CARPET-WATER CO | | | | 309.94 |
| | | | | | | VENDOR TOTAL: | | 309.94 |
| KONMIN | KONICA MINOLTA BUSINESS SOLUTI | | | | | | | |
| | 227930353 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 62.10 |
| | 01 INV#227930353 | | 01-002-002-4340 | PRINT/ADV/FORMS | | | | 62.10 |
| | | | | | | VENDOR TOTAL: | | 62.10 |
| MECO | MEDIACOM | | | | | | | |
| | FEB 2014 | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 49.95 |
| | 01 ACCT#8384912380000096 | | 01-001-002-4230 | COMMUNICATION SERVICES | | | | 49.95 |
| | | | | | | VENDOR TOTAL: | | 49.95 |
| MENA | MENARDS - SYCAMORE | | | | | | | |
| | 48392 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 491.95 |

BATCH # 030114

| VENDOR # | INVOICE # / ITEM | DESCRIPTION | INVOICE STATUS | ACCOUNT NUMBER | INV. DATE | P.O.# | BATCH | DUE DATE / PROJECT | INVOICE AMT / ITEM AMT |
|---|---|---|---|---|---|---|---|---|---|
| | 01 | ACCT#31450268 | | 30-001-003-4670 MAINTENANCE SUPPLIES | | | | | 491.95 |
| | | | | | | | VENDOR TOTAL: | | 491.95 |
| NICOR | NICOR | | | | | | | | |
| | 022114 | | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 7,160.29 |
| | 01 | ACCT#87-56-68-1000 5 | | 31-001-002-4260 UTILITIES | | | | | 7,160.29 |
| | 0221142 | | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 22.96 |
| | 01 | ACCT#19-61-05-1000 0 | | 31-001-002-4260 UTILITIES | | | | | 22.96 |
| | | | | | | | VENDOR TOTAL: | | 7,183.25 |
| RKQUSE | R.K. SERVICES INC. | | | | | | | | |
| | 765 | | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 155.67 |
| | 01 | INV#765 | | 01-002-002-4110 MAINTENANCE - VEHL. | | | | | 155.67 |
| | 777 | | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 284.80 |
| | 01 | INV#777 | | 01-002-002-4110 MAINTENANCE - VEHL. | | | | | 284.80 |
| | | | | | | | VENDOR TOTAL: | | 440.47 |
| SIGA | SIKICH , LLP | | | | | | | | |
| | 177108 | | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 112.50 |
| | 01 | INV#177108 | | 01-001-002-4380 OTHER PROF.SERVICES-VILL | | | | | 112.50 |
| | | | | | | | VENDOR TOTAL: | | 112.50 |
| SILT | SICALCO LTD. | | | | | | | | |
| | 61459 | | AB | | 02/21/2014 | | 030114 | 02/21/2014 | 2,392.29 |
| | 01 | INV#61459 | | 15-003-003-4600 ICE CONTROL | | | | | 2,392.29 |
| | | | | | | | VENDOR TOTAL: | | 2,392.29 |
| STARK | STARK & SON TRENCHING, INC. | | | | | | | | |
| | 49808 | | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 1,260.00 |
| | 01 | INV#49808 | | 30-001-002-4160 MAINT. UTILITY SYSTEM | | | | | 1,260.00 |
| | | | | | | | VENDOR TOTAL: | | 1,260.00 |

BATCH # 030114

| VENDOR # | INVOICE # / ITEM DESCRIPTION | INVOICE STATUS | ACCOUNT NUMBER | INV. DATE | P.O.# | BATCH | DUE DATE / PROJECT | INVOICE AMT/ ITEM AMT |
|---|---|---|---|---|---|---|---|---|
| SUBLAB | SUBURBAN LABORATORIES,INC | | | | | | | |
| | 34984 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 583.50 |
| | 01 INV#34984 | | 31-001-002-4380 | OTHR PROF. SERVICES | | | | 583.50 |
| | 35288 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 425.00 |
| | 01 INV#35288 | | 31-001-002-4380 | OTHR PROF. SERVICES | | | | 425.00 |
| | | | | | | VENDOR TOTAL: | | 1,008.50 |
| THMI | THIRD MILLENNIUM INC. | | | | | | | |
| | 16664 | AB | | 03/03/2014 | | 030114 | 03/03/2014 | 991.45 |
| | 01 INV#16664 | | 29-001-002-4320 | POSTAGE | | | | 330.48 |
| | 02 INV#16664 | | 31-001-002-4340 | PRINTING - ADVERTISING | | | | 330.49 |
| | 03 INV#16664 | | 30-001-002-4340 | PRINTING/ADVERTISING/FOR | | | | 330.48 |
| | | | | | | VENDOR TOTAL: | | 991.45 |
| USBL | USA BLUEBOOK | | | | | | | |
| | 270615 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 276.27 |
| | 01 INV#270615 | | 30-001-003-4680 | OPERATING SUPPLIES | | | | 276.27 |
| | | | | | | VENDOR TOTAL: | | 276.27 |
| VEWI | VERIZON WIRELESS | | | | | | | |
| | 9720153016 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 342.75 |
| | 01 ACCT#880495288-00001 | | 01-002-002-4230 | COMMUNICATION SERVICES | | | | 342.75 |
| | 9720153017 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 656.71 |
| | 01 ACCT#880495288-00002 | | 01-001-002-4230 | COMMUNICATION SERVICES | | | | 168.30 |
| | 02 ACCT#880495288-00002 | | 01-002-002-4230 | COMMUNICATION SERVICES | | | | 247.27 |
| | 03 ACCT#880495288-00002 | | 01-003-002-4230 | COMMUNICATION SERVICES | | | | 165.51 |
| | 04 ACCT#880495288-00002 | | 30-001-002-4230 | COMMUNICATION SERVICES | | | | 36.04 |
| | 05 ACCT#880495288-00002 | | 31-001-002-4230 | COMMUNICATIONS SERVICES | | | | 39.59 |
| | | | | | | VENDOR TOTAL: | | 999.46 |
| WAMA | WASTE MANAGEMENT | | | | | | | |
| | 3416622-2011-8 | AB | | 02/27/2014 | | 030114 | 02/27/2014 | 48.69 |

BATCH # 030114

| VENDOR # | INVOICE # / ITEM DESCRIPTION | INVOICE STATUS | ACCOUNT NUMBER | INV. DATE | P.O.# | BATCH | DUE DATE / PROJECT | INVOICE AMT/ ITEM AMT |
|---|---|---|---|---|---|---|---|---|
| | 01 ACCT#103-0070859-2011-9 | | 29-001-002-4330 | GARBAGE DISPOSAL | | | | 48.69 |
| WAMA | WASTE MANAGEMENT | | | | | | | |
| | 3417401-2011-6 | AB | | 03/03/2014 | | 030114 | 03/03/2014 | 35,507.37 |
| | 01 ACCT#103-0003739-2011-5 | | 29-001-002-4330 | GARBAGE DISPOSAL | | | | 35,507.37 |
| | 34513840-2011-4 | AB | | 03/03/2014 | | 030114 | 03/03/2014 | 34,497.67 |
| | 01 ACCT#103-0003739-2011-5 | | 29-001-002-4330 | GARBAGE DISPOSAL | | | | 34,497.67 |
| | | | | | | VENDOR TOTAL: | | 70,053.73 |
| | | | | | TOTAL --- | ALL INVOICES: | | 127,022.92 |