



Village of Hampshire
Village Board Meeting
Thursday, September 21, 2023 - 7:00 PM
Hampshire Middle School
560 S State Street, Hampshire, IL 60140

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. A Motion to Approve the Meeting Minutes from September 7, 2023
5. Village Manager's Report
 - a. Discussion and Possible Final Action Regarding Authorization for the Sale of a Surplus 2016 Dodge Charger Police Squad to the DeKalb Police Department for \$10,000
 - b. Discussion and Possible Final Action Regarding a Resolution Approving a Final Development Plan for Neighborhoods A-G in the Oakstead Planned Residential Development (Hampshire East, LLC)
 - c. Discussion and Possible Final Action Regarding an Ordinance Approving an Agreement for Reimbursement of Certain Costs Related to the Construction of a Water Main Connection as Part of the Village Water Supply and Distribution System (Oakstead - Hampshire East, LLC)
 - d. A Public Hearing Regarding an Annexation Agreement for Certain Property of Approximately 276 Acres Located North of I-90, South of US Hwy 20, and on Either Side of Dietrich Rd in Hampshire Township, Kane County, and Coral Township, McHenry County Commonly Known as the Light Property:
 - i. Opening Statements by the Village President and Staff
 - ii. Presentation by the Petitioner
 - iii. Questions by the Village Board
 - iv. Public Testimony
 - v. Rebuttal / Summary by the Petitioner
 - vi. Questions and Discussion by the Village Board
 - e. Discussion and Possible Final Action Regarding the Proposed Annexation of Approximately 112 Acres of the Light Property Located on the South Side of Dietrich Rd. in Hampshire Township, Kane County (Smrt/Shireland)
 - f. Discussion and Possible Final Action Regarding the Proposed Annexation of Approximately 164 Acres of the Light Property Located on the North Side of Dietrich Rd. in Hampshire Township, Kane County, and Coral Township, McHenry County (Ludwig)

- g. Discussion and Possible Final Action Regarding the Approval of an Annexation Agreement Governing the Proposed Annexation of Approximately 164 Acres Located on the North Side of Dietrich Rd. in Hampshire Township, Kane County, and Coral Township, McHenry County and 112 Acres Located on the South Side of Dietrich Rd. in Hampshire Township, Kane County
 - h. Discussion and Possible Final Action Regarding an Ordinance Rezoning Approximately 112 Acres of the Light Property Located on the South Side of Dietrich Rd. in Hampshire Township, Kane County, to the O-M Office and Restricted Manufacturing Zoning District (Smrt/Shireland)
 - i. Discussion and Possible Final Action Regarding an Ordinance Regarding a Special Use for the Property Identified in Agenda Item 5(h) to Allow the Following: outdoor storage of property, building materials sales and storage; cartage and express facilities; electrical, lighting and wiring equipment; food manufacture, packaging, and processing; ground mounted solar energy systems; and planned developments
 - j. Discussion and Possible Final Action Regarding an Ordinance Rezoning Approximately 164 Acres of the Light Property Located on the North Side of Dietrich Rd in Hampshire Township, Kane County, and Coral Township, McHenry County, to the O-M Office and Restricted Manufacturing Zoning District (Ludwig)
 - k. Discussion and Possible Final Action Regarding Ordinance Regarding a Special Use for the Property Identified in Agenda Item 5(j) to Allow the Following: outdoor storage of property, building materials sales and storage; cartage and express facilities; electrical, lighting and wiring equipment; food manufacture, packaging, and processing; ground mounted solar energy systems; and planned developments
- 6. Accounts Payable
 - a. A Motion to Approve the September 21, 2023, Accounts Payable to Personnel
 - b. A Motion to Approve the September 21, 2023, Regular Accounts Payable
 - 7. New Business
 - 8. Announcements
 - 9. Public Comments
 - 10. Adjournment

Public Comments: The Board will allow each person who is properly registered to speak a maximum time of five (5) minutes, provided the Village President may reduce the maximum time to three (3) minutes before public comments begin if more than five (5) persons have registered to speak. Public comment is meant to allow for expression of opinion on, or for inquiry regarding, public affairs but is not meant for debate with the Board or its members. Good order and proper decorum shall always be maintained.

Recording: Please note that all meetings held by videoconference may be recorded, and all recordings will be made public. While State Law does not require consent, by requesting an invitation, joining the meeting by link or streaming, all participants acknowledge and consent to their image and voice being recorded and made available for public viewing.

Accommodations: The Village of Hampshire, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the Village at 847-683-2181 to allow the Village to make reasonable accommodations for these persons.

REGULAR MEETING OF THE BOARD OF TRUSTEES
MINUTES
September 7, 2023

The regular meeting of the Village Board of Hampshire was called to order by Village President Michael J. Reid, Jr. at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, September 7, 2023.

Roll call by Deputy Village Clerk Josh Wray:

Present: Heather Fodor, Aaron Kelly, Toby Koth, Lionel Mott, Laura Pollastrini, and Erik Robinson

Absent: None

A quorum was established.

In addition, present in-person were Village Manager Jay Hedges, Village Attorney James Vasselli, and Police Chief Doug Pann. Finance Director Lori Lyons and Village Engineer Tim Paulson attended remotely.

President Reid led the Pledge of Allegiance.

PUBLIC COMMENTS

Village Clerk Linda Vasquez spoke a few words on her time with the Village. She thanked all the trustees and staff, past and present, for making it a wonderful experience. Everyone clapped for Ms. Vasquez and congratulated her on her retirement.

Cynthia Rafkind commented on the Light annexation and zoning petitions, expressing her desire for further studies to be done prior to the Board's consideration of approval and her support for rezoning the property to a business district rather than to any industrial district.

MINUTES

Trustee Pollastrini moved to approve the minutes of August 17, 2023.

Seconded by Trustee Fodor

Motion carried by roll call vote.

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson

Nays: None

Absent: None

APPOINTMENTS

A Motion to Approve the Reappointment of Karen Trzaska to the Business Development Commission for a Three-Year Term

Trustee Koth asked if there is any conflict of interest since Ms. Trzaska is on the Carpentersville business commission. Pres. Reid and Trustee Kelly said no, and they actually see it as a benefit since she can bring that additional perspective to Hampshire.

Trustee Kelly moved to approve the reappointment of Karen Trzaska to the Business Development Commission for a Three-Year Term.

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson
Nays: None
Absent: None

VILLAGE MANAGER'S REPORT

An Ordinance Amending Various Sections of Chapter 6 of the Municipal Code of Hampshire of 1985 Regarding Electric Vehicle Charging Stations Within the Village of Hampshire, Kane County, Illinois

Mr. Hedges reiterated that these code changes are part of the EV Readiness program sponsored by the Metropolitan Mayors Caucus to help the Village be ready for EV charging as it becomes more popular. One hope of participating in the program is that it will make the Village more competitive for grant funding in the future. The trustees asked several questions about the proposed amendment.

Trustee Pollastrini noted that the findings of fact from the PZC hearing state there were no public comments during the hearing for this amendment; she inquired as to what the evidence was for recommending this amendment. Mr. Hedges response that substantially the same information being presented by staff tonight was presented to the PZC.

Trustee Mott noted that he is seeing residential solar quotes include capacity for at-home charging stations, so EVs are becoming more prevalent from that perspective.

Trustee Fodor moved to approve Ordinance No. 23-09: an ordinance amending various sections of Chapter 6 of the Municipal Code of Hampshire of 1985 regarding electric vehicle charging stations within the Village of Hampshire, Kane County, Illinois.

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Kelly, Robinson
Nays: Pollastrini
Absent: None

An Ordinance Proposing the Enlargement of Special Service Area #21 in the Village of Hampshire and Providing for a Public Hearing and Other Procedures in Connection therewith (Crown-Oakstead-Subdivision)

Trustee Kelly noted that this action simply expands the existing SSA for Oakstead to include the additional property that was annexed, and that the SSA is required by the Kane County Stormwater Ordinance.

Trustee Robinson moved to approve Ordinance No. 23-10: an ordinance proposing the enlargement of special service area #21 in the Village of Hampshire and providing for a public hearing and other procedures in connection therewith.

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, Robinson, Kelly
Nays: None
Absent: None

A Motion to Approve a Bond Reduction for Public Improvements at Big Timber Elementary School in the Amount of \$223,600.53 to \$174,347.27; 10% of the Original Bond of \$1,743,472.70

Trustee Robinson moved to approve a bond reduction for public improvements at Big Timber Elementary School in the amount of \$223,600.53 to \$174,347.27; 10% of the original bond of \$1,743,472.70.

Seconded by Trustee Mott
Motion carried by roll call vote.
Ayes: Fodor, Koth, Mott, Pollastrini, Robinson, Kelly
Nays: None
Absent: None

STAFF REPORTS

There were a few questions about the staff reports.

ACCOUNTS PAYABLE

A Motion to Approve the September 7, 2023 Accounts Payable to Personnel

Trustee Kelly moved to approve the Accounts Payable to personnel in the sum of \$93.54 to be paid on or before September 13, 2023.

Seconded by Trustee Fodor
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson
Nays: None
Absent: None

A Motion to Approve the September 7, 2023 Regular Accounts Payable

Trustee Koth moved to approve the Accounts Payable in the sum of \$213,317.34 to be paid on or before September 13, 2023.

Seconded by Trustee Robinson
Motion carried by roll call vote.
Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson
Nays: None
Absent: None

COMMITTEE / COMMISSION REPORTS

- a) Business Development Commission - Trustee Kelly announced the next BDC meeting for Wednesday, September 13, 2023 at 6:30 PM at Village Hall.

Trustee Koth asked Trustee Kelly if the BDC would consider allocating some of the façade improvement grant funding towards a program to help businesses buy security cameras for the front of the buildings on State Street. Trustee Kelly said that being an exterior improvement to the façade could be considered in an application. Chief Pann noted that the Police Department has engaged in a trial for new security cameras

downtown.

- b) Public Works - Trustee Koth noted that the dry spell is causing the ground to be especially hard, which is forcing yellowjacket wasps into other areas like gardens, mulch, and bushes. People should just be aware and know that regular insect spray will not kill them.

Trustee Kelly asked if the Village has used all the contracted mosquito sprays for the season. Trustee Koth said yes due to the increase in West Nile virus. Mr. Hedges added that we can purchase another round of spraying if needed.

ANNOUNCEMENTS

Trustee Pollastrini asked if Chief Pann could provide a brief update on the recent crime uptick. Chief Pann did note there are several leads on the recent business burglary and the string of car burglaries. One car was stolen; the car was unlocked, and the keys were in it. Pres. Reid asked everyone to please lock their vehicles at night.

Mr. Hedges announced the next Village Board meeting on Thursday, September 21, 2023, will be held at 7 PM at the Hampshire Middle School gymnasium to accommodate the expected public attendance for the Light annexation and zoning petitions. There will also be other Village business on the agenda that night.

EXECUTIVE SESSION

No executive session was held.

ADJOURNMENT

Trustee Fodor moved to adjourn the Village Board meeting at 7:53 p.m.

Seconded by Trustee Mott
Motion carried by voice vote.

Josh Wray, Deputy Village Clerk

September 8, 2023



Jay Hedges

Village of Hampshire

234 S. State Street, Hampshire IL 60140

Phone: 847-683-2181

www.hampshireil.org

Memo to the Board

TO: President Reid; Board of Trustees
FROM: Douglas Pann, Chief of Police
FOR: Village Board Meeting on September 7, 2023
RE: Sale of 2016 Dodge Charger

The Village of Hampshire currently owns a white 2016 Dodge Charger which is one of ten vehicles currently in the Police Department fleet. The Police Department fleet consists of 8 marked squad cars and two unmarked squad cars, and the Dodge Charger is currently one of the unmarked squad cars. The vehicle was previously assigned to retired Lt. Hobie Jones and has not been driven since he left in September 2022 other than for service and a few errands. As a good steward of resources, the Police Department would like to reduce the size of our fleet and sell this vehicle.

The Charger was fully equipped as a squad car when in service. At this point, the markings, lightbar and radio equipment have been removed. Removing the equipment left behind holes in the roof and trunk as well as screws through the exterior body of the car in the door frames. The spotlight remains mounted on the vehicle. The tires are well below the minimum tread depth and need to be replaced. The vehicle mileage is 70,756. These conditions reduce the values of the vehicle.

The current Kelley Blue Book (KBB) value of this vehicle is \$10,746-\$12,653 in good condition. Personnel contacted a regional vehicle auction service and determined that the wholesale value of the vehicle without considering the holes and interior damage from equipment removal was in the \$11,000 to \$12,000 range minus fees for an auction service, staff time to facilitate, and related expenses.

The Police Department was aware that the Dekalb Police Department actively seeks used police vehicles, and thus contacted Dekalb PD to solicit an offer without suggesting a price. After examining the condition of the vehicle, the Dekalb Police Department offered to pay \$10,000 for the vehicle. A \$10,000 sale price is 93% of the low KBB value and 79% of the high end KBB value.

Police Department staff recommends the sale of the 2016 Dodge Charger to the Dekalb Police Department for \$10,000.

Oakstead Documents

Agenda Supplement - Final Development Plan

Engineering Review Letter

Resolution Approving Final Development Plan for Neighborhoods A-G

Plat of Easement for Off-site Water Main

Final Plats for Neighborhoods A-G

Agenda Supplement - Recapture Agreement

Ordinance Approving Recapture Agreement

Recapture Agreement

Exhibit A - Legal Description of Oakstead Property (forthcoming)

Exhibit B - Legal Description of Brier Hill Property (forthcoming)

Exhibit C - Water Main Extension Plans

Exhibit D - Estimated Cost of Water Main

Exhibit E - Certified Cost of Water Main

Exhibit F - Brier Hill Property Easement (with sub-exhibits)



Village of Hampshire
234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 www.hampshireil.org

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Josh Wray, Assistant to the Village Manager
FOR: Village Board Meeting, September 21, 2023
RE: Final Plans for Neighborhoods A-G in Oakstead

Background: Crown Community Development has submitted for final plan review and approval for the first group of neighborhoods to be developed in Oakstead, neighborhoods A-G, which generally surround Big Timber Elementary.

The Planning and Zoning Commission voted 6-0 to recommend approval of the final development plans.

Analysis: In conformance with the preliminary development plans, these neighborhoods will include 263 residential units as follows:

- A - 48 single-family, 70' wide lots
- B - 30 single-family, 60' wide lots
- C - 35 single-family, 60' wide lots
- D - 34 single-family, 60' wide lots
- E - 20 single-family, 70' wide lots
- F - 21 single-family, 70' wide lots
25 single-family, 60' wide lots
- G - 25 duplex lots (50 units)

These neighborhoods will be partly serviced by a new water main Crown will construct off-site, which will ensure appropriate pressure for normal usage and fire flows (see recapture agreement in next agenda item).

The final plans have been reviewed by EEL, and they are in compliance with the Village's requirements.

Recommendation: Staff recommends the Commission vote to recommend approval of the final development plans for Oakstead neighborhoods A-G.



September 15, 2023

Michael May, P.E. (via email)
CEMCON, Ltd.
2280 White Oak Circle, Suite 100
Aurora, IL 60502-9675

**Re: *Oakstead Neighborhood A-G
Final Engineering Review – 3rd Submittal
Village of Hampshire***

Mr. May:

We are in receipt of the following items for the above referenced project:

- Final Site Development Plans (42 Sheets) revised September 12, 2023, prepared by CEMCON.
- Offsite Water Main Plans (7 Sheets) revised September 12, 2023, prepared by CEMCON.
- Subdivisions Final Plats A-G and Offsite Easement, prepared by CEMCON

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering and land surveying practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

General

1. The following permits are required prior to construction. The Village should be copied on all correspondence. CEMCON has acknowledged this and will submit permit applications at the appropriate time.
 - a. IEPA NPDES General Construction Permit
 - b. IEPA Water and Sanitary Sewer Construction permits
 - c. IDOT permit for access to Route 20
2. A landscaping plan was recently submitted and will be reviewed by the Village's landscaping consultant. Comments will be forwarded when available.
3. A Pressure Reducing Valve (PRV) is required for this development and is noted on the plans. Coordination for design and construction of the PRV needs to be coordinated with the Village and EEI. CEMCON has noted this for follow up with Village and EEI.

Plats of Subdivision and Easement Comments

4. We find the Oakstead final plats to be in general conformance with Village Ordinances and standard land surveying practices and recommend approval of the plats provided all other Village requirements are met.
5. We find the easement plat to be in general conformance with Village Ordinances and standard land surveying practices and recommend approval of the easement plat.

Final Engineering Plans

6. We find the Oakstead final engineering plans to be in general conformance with Village Ordinances and standard engineering practices and recommend approval of the plans provided all other Village requirements are met.

Offsite Water Main

7. We find the Oakstead off-site water main plans to be in general conformance with Village Ordinances and standard engineering practices and recommend approval of the plans provided all other Village requirements are met.

Stormwater Report

8. The Stormwater Report is in general conformance with the Stormwater Ordinance and standard engineering practices. The below comments should be addressed at the appropriate time.
9. The Stormwater Report is being provided to the Kane County Department of Environmental and Water Resources as required by the ordinance, as they are the downstream receiving community. Comments will be forwarded when available.
10. There is floodplain shown on Lot 227 which will need to be modified to insure there is no designated floodplain on the lot prior to recording the plat. CEMCON has indicated that a Letter of Map Revision is being prepared. This should be provided to the Village when complete.
11. The Wetland Report has been received. A permitting submittal will need to be provided for any proposed impacts before construction. CEMCON has acknowledged this for submittal at the appropriate time.

If you have any questions or require additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Timothy N. Paulson, P.E., CFM
Senior Project Manager

TNP/VH

pc: Jay Hedges, Village Manager (Via e-mail)
Karen Stuehler, Village Clerk's Office (Via e-mail)
Lori Lyons, Finance Director (Via e-mail)
Josh Wray, Assistant to the Village Manager (Via-email)
James Vasselli, Village Attorney (Via e-mail)
Jason Hinkle/Dan Olsem, Crown Community Development (Via e-mail)
BPS, EEI (Via e-mail)

No. 23 -

**A RESOLUTION
APPROVING A FINAL DEVELOPMENT PLAN FOR THE
PLANNED RESIDENTIAL DEVELOPMENT OF NEIGHBORHOODS A-G
IN THE OAKSTEAD DEVELOPMENT
(Hampshire East, LLC)**

WHEREAS, the Owner has recently petitioned the Village for approval of a Final Development Plan for Neighborhoods A-G in the Oakstead Planned Residential Development in the Village; and

WHEREAS, the Village Planning & Zoning Commission reviewed the proposed Final Development Plans, including the Final Plats of Subdivision, for said neighborhoods prepared by Cemcon, Ltd., and found it to be in substantial conformity with the previously approved Preliminary Development Plan and, therefore, has recommended approval of the Final Development Plan; and

WHEREAS, the Corporate Authorities have reviewed the Final Development Plan for Neighborhoods A-G in the Oakstead Development, and the comments of the Village Engineer, and have determined that the Final Development Plan, including the Final Plats of Subdivision, is in substantial conformity with the Preliminary Development Plans and ought to be approved;

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 Final Development Plan for Neighborhoods A-G in the Oakstead Development in the Village prepared by Cemcon, Ltd., including the following documents and associated engineering plans, shall be and hereby is approved.

- i. the Plat of Easement Grant, dated July 14, 2023;
- ii. the Final Plat of Subdivision for Neighborhood A, dated September 13, 2023;
- iii. the Final Plats of Subdivision for Neighborhoods BCD and E, dated August 14, 2023;
- iv. the Final Plats of Subdivision for Neighborhoods F and G, dated September 12, 2023;

Section 2. The Village President is hereby authorized to execute, and the Village Clerk to attest, said Plat of Easement Grant and Final Plats of Subdivision on behalf of the Village.

Section 3. Any motion, order, resolution or ordinance in conflict with the provisions of this Resolution is to the extent of such conflict hereby superseded and waived.

Section 4. If any section, subdivision, sentence or phrase of this Resolution is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution.

Section 5. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED THIS _____ DAY OF _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS _____ DAY OF _____, 2023.

Michael J. Reid, Jr.
Village President

ATTEST:

Linda Vasquez
Village Clerk

PLAT OF EASEMENT GRANT

PART OF THE SOUTHWEST QUARTER OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY **AND RETURN TO:**
 NAME: **VILLAGE OF HAMPSHIRE**
 ADDRESS: 234 S. STATE STREET
 HAMPSHIRE, IL
 60140-0457

PARCEL INDEX NUMBERS
 01-12-300-001
 01-13-100-014
 01-13-100-018
 HAMPSHIRE, ILLINOIS

100 50 0 100
 SCALE: 1 INCH = 100 FEET

NOTES
 ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.
 THE BEARINGS SHOWN ARE BASED UPON THE WEST LINE OF THE SUBJECT SITE BEING N 00°01'54" E (ASSUMED).

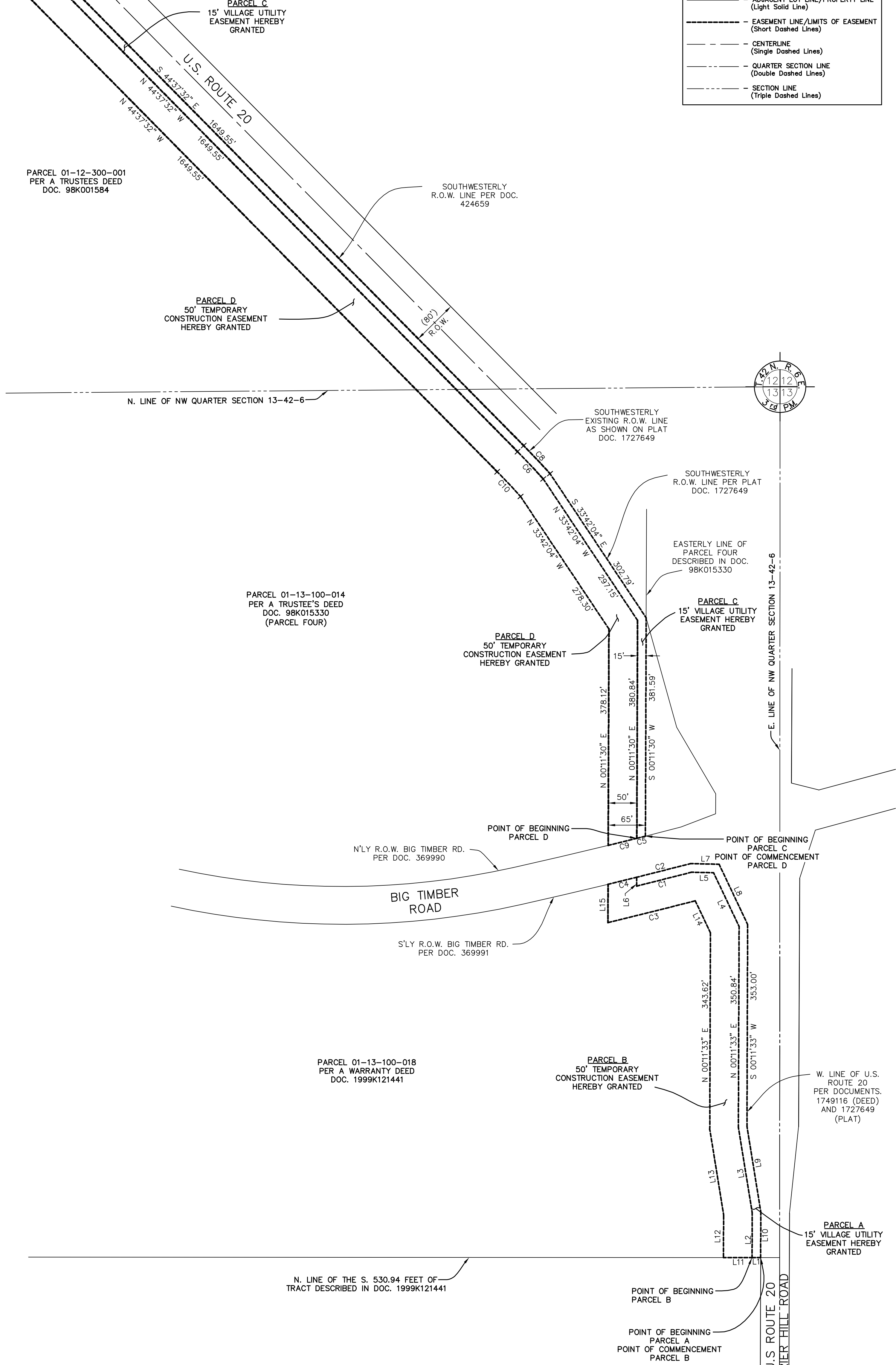
LEGEND
 - ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
 - EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
 - CENTERLINE (Single Dashed Lines)
 - QUARTER SECTION LINE (Double Dashed Lines)
 - SECTION LINE (Triple Dashed Lines)

LINE TABLE

LINE	BEARING	LENGTH
L1	N 89°58'06" W	15.00'
L2	N 00°13'22" E	78.33'
L3	N 09°12'02" W	151.32'
L4	N 25°20'14" W	103.84'
L5	N 88°39'46" W	38.66'
L6	N 00°11'30" E	15.47'
L7	S 88°39'46" E	50.00'
L8	S 25°20'14" E	116.49'
L9	S 09°12'02" E	151.33'
L10	S 00°13'22" W	79.51'
L11	N 89°58'06" W	50.00'
L12	N 00°13'22" E	74.37'
L13	N 09°12'02" W	151.31'
L14	N 25°20'14" W	61.92'
L15	N 00°11'30" E	66.92'
L16	N 47°07'08" W	42.89'
L17	N 88°01'03" W	102.94'
L18	S 88°01'03" E	116.30'
L19	S 47°07'08" E	48.48'
L20	N 47°07'08" W	24.25'
L21	N 88°01'03" W	75.66'
L22	N 01°58'57" E	50.00'
L23	N 54°05'52" W	67.39'
L24	N 35°54'08" E	15.00'
L25	S 54°05'52" E	52.24'
L26	N 54°05'52" W	120.27'
L27	N 35°54'08" E	50.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING
C1	95.85'	9017.40'	S 75°46'51" W
C2	97.02'	9002.40'	N 75°45'43" E
C3	157.24'	9067.40'	S 76°00'09" W
C4	51.52'	9002.40'	N 76°14'05" E
C5	15.51'	8936.40'	S 75°54'53" W
C6	65.38'	1377.39'	N 43°15'57" W
C7	21.46'	763.00'	N 36°42'30" E
C8	67.17'	1392.39'	S 43°14'37" E
C9	51.51'	8936.40'	S 76°07'46" W
C10	59.46'	1327.39'	N 43°20'33" W
C11	28.35'	748.00'	S 35°50'21" W
C12	51.82'	698.00'	S 32°41'09" W



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.
 COUNTY OF DU PAGE)
 THIS IS TO CERTIFY THAT THIS PLAT OF EASEMENT WAS PREPARED UNDER MY DIRECTION.
 GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 20____

JEFFREY R. PANKOW
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
 MY REGISTRATION EXPIRES ON NOVEMBER 30, 2024
 PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
 EXPIRATION DATE IS APRIL 30, 2025

PREPARED FOR:
HAMPSHIRE EAST, LLC
 1751 A. WEST DIEHL ROAD
 NAPERVILLE, IL 60563
 (630) 851-5490



PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100 Aurora, Illinois
 60502-9675 PH: 630.862.2100 FAX: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com
 DISC NO.: 456267 FILE NAME: OFFSITE WM EASEMENT
 DRAWN BY: A/JB/JHH FLD. BK. / PG. NO.: N/A
 COMPLETION DATE: 06-20-23 JOB NO.: 456.267
 PROJECT REFERENCE: 456.209
 CHECKED BY: GLK 07-07-23
 REVISED 07-14-23\A\JB MODIFIED LIMITS OF PARCELS C & D
 Copyright © 2023 Cemcon, Ltd. All rights reserved.

DRAWING PATH: P:\ASSET\DRAWING\DRAWINGS\PLATS\OFFSITE WM EASEMENT.DWG
 PLOT FILE CREATED: 7/14/2023 BY: TONY BUIS

FINAL PLAT OF SUBDIVISION FOR OAKSTEAD SUBDIVISION NEIGHBORHOOD A

PART OF THE EAST HALF OF SECTION 13,
TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN KANE COUNTY, ILLINOIS

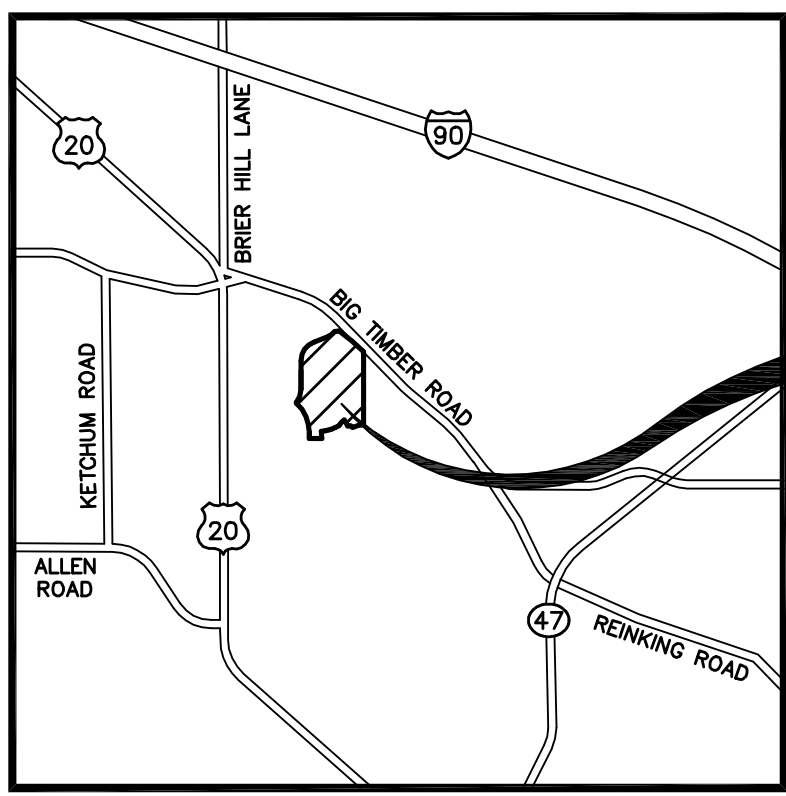
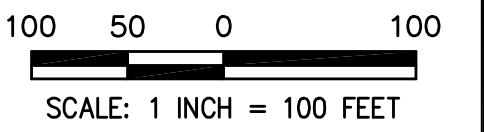
NOTE:
KEYMAP FOR BOUNDARY
AND PAGE INDEX ONLY.
SEE FOLLOWING SHEETS
FOR PARTICULARS.

TOTAL AREA OF SUBDIVISION

42.040 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER

PART OF 01-13-200-027
PART OF 01-13-400-007
HAMPSHIRE, ILLINOIS



VICINITY MAP

**SITE
LOCATION**

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.
DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED. ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
V.U.E. - INDICATES VILLAGE UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.
D.E. - INDICATES DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.
P.U.E. - INDICATES PUBLIC UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.
B.L. - BUILDING SETBACK LINE
THE BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF THE SUBJECT SITE BEING S 00°13'32" W (ASSUMED).
GAP IN LOT NUMBERING DUE TO THE PREDEFINED LOT NUMBERING WITHIN THE ENTIRE OAKSTEAD DEVELOPMENT.
F.I.P. = FOUND IRON PIPE (ø AS SHOWN)
F.I.R. = FOUND IRON ROD (ø AS SHOWN)
OUTLOTS 3 AND 9 TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- SET CONCRETE MONUMENT
- ⊕ SECTION CORNER OR QUARTER SECTION CORNER

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°52'56" W	79.23'
L2	S 69°52'56" W	130.00'
L3	N 31°42'12" W	130.00'
L4	S 54°16'26" W	62.66'
L5	S 33°37'32" W	83.22'
L6	S 66°21'39" W	70.00'
L7	S 67°40'30" W	68.17'
L8	S 72°09'45" W	67.59'
L9	S 76°46'26" W	67.59'
L10	S 81°23'06" W	67.59'
L11	S 06°18'33" E	130.00'
L12	N 89°58'06" W	123.83'
L13	N 00°01'54" E	116.53'
L14	N 46°13'07" W	17.61'
L15	N 82°05'29" E	75.59'
L16	S 43°37'59" E	19.97'

CURVE TABLE		
CURVE	RADIUS	BEARING
C1	60.00'	N 70°54'38" W
C2	970.00'	S 86°51'41" W
C3	433.00'	N 56°52'30" E

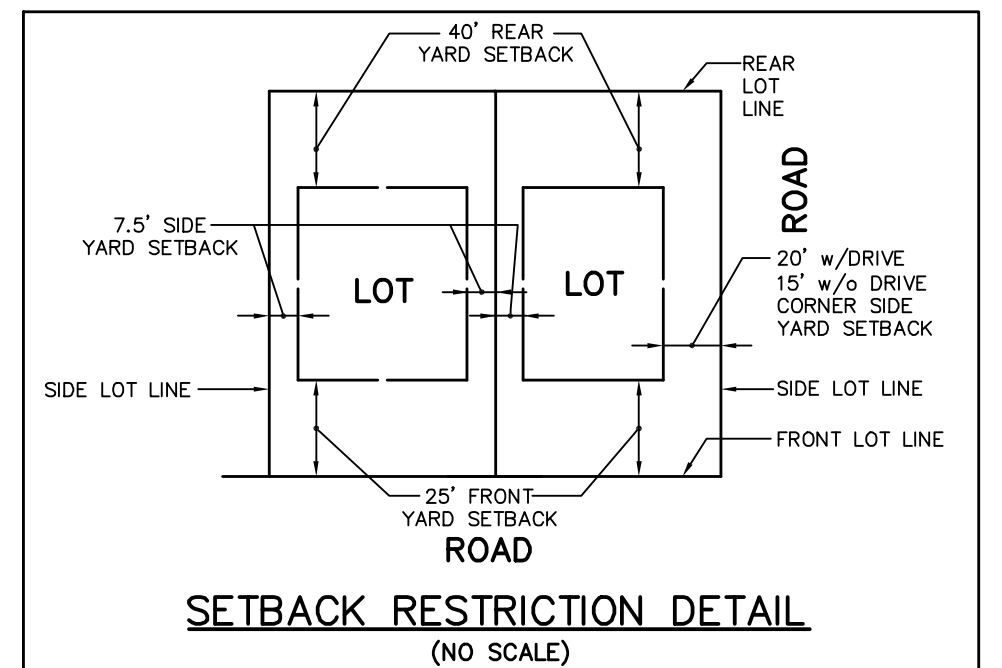
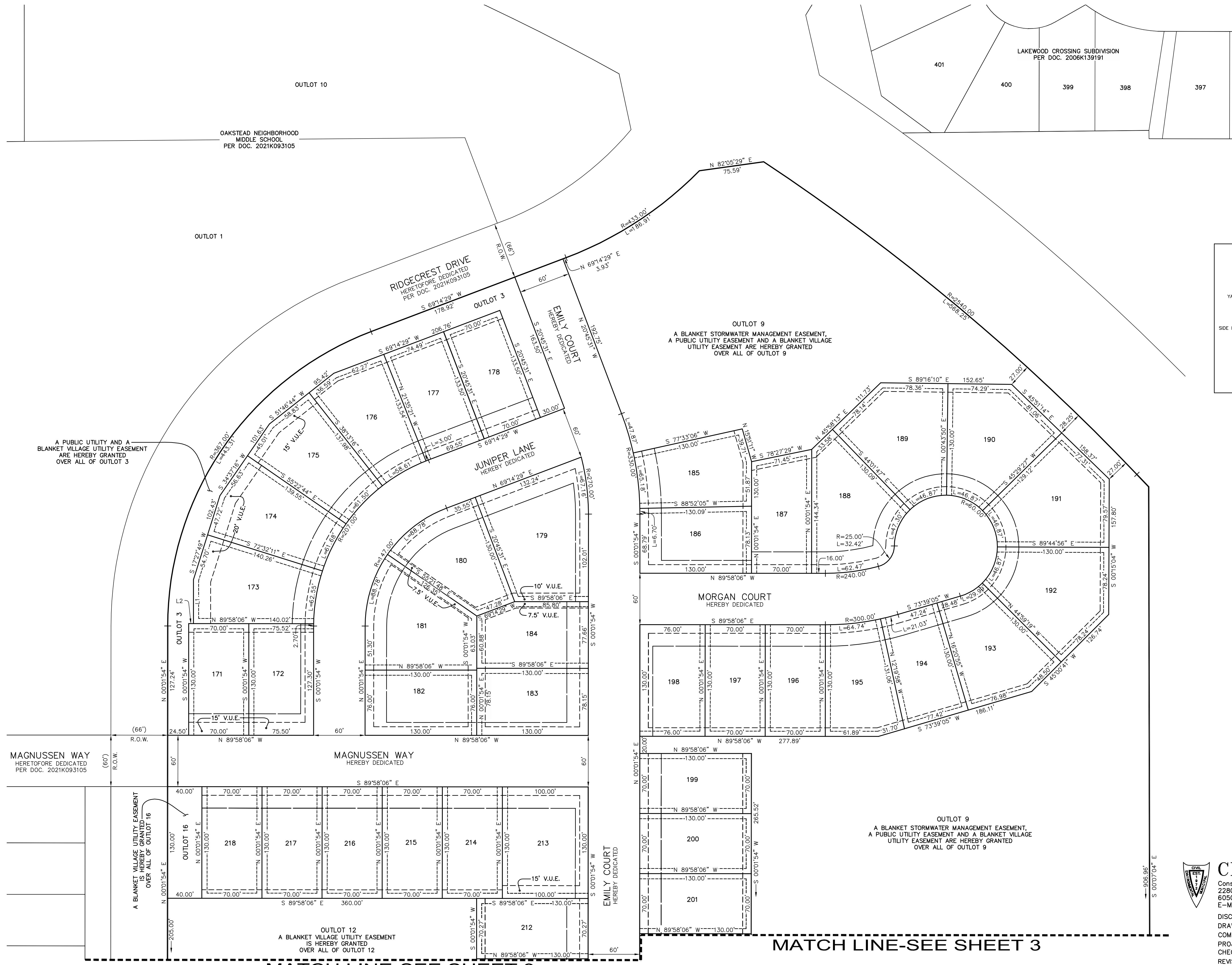
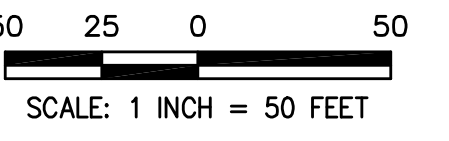
LOT AREA SUMMARY TABLE			
LOT NUMBER	SQ. FT.	LOT NUMBER	SQ. FT.
171	9,100	197	9,100
172	9,815	198	9,880
173	11,895	199	9,100
174	11,892	200	9,100
175	11,545	201	9,100
176	10,745	202	9,442
177	9,815	203	9,799
178	9,345	204	9,822
179	16,340	205	9,221
180	11,048	206	14,200
181	13,094	207	14,784
182	9,880	208	14,792
183	10,160	209	14,792
184	9,725	210	12,466
185	10,292	211	10,688
186	9,986	212	9,135
187	9,602	213	13,000
188	13,164	214	9,100
189	13,465	215	9,100
190	13,314	216	9,100
191	13,461	217	9,100
192	13,459	218	9,100
193	12,018	OUTLOT 3	24,314
194	9,477	OUTLOT 9	440,147
195	10,411	OUTLOT 11	454,777
196	9,100	OUTLOT 12	218,233
		OUTLOT 16	5,200

PREPARED FOR:
HAMPSHIRE EAST, LLC
1751 A. WEST DIEHL ROAD
NAPERVILLE, IL 60563
(630) 851-5490

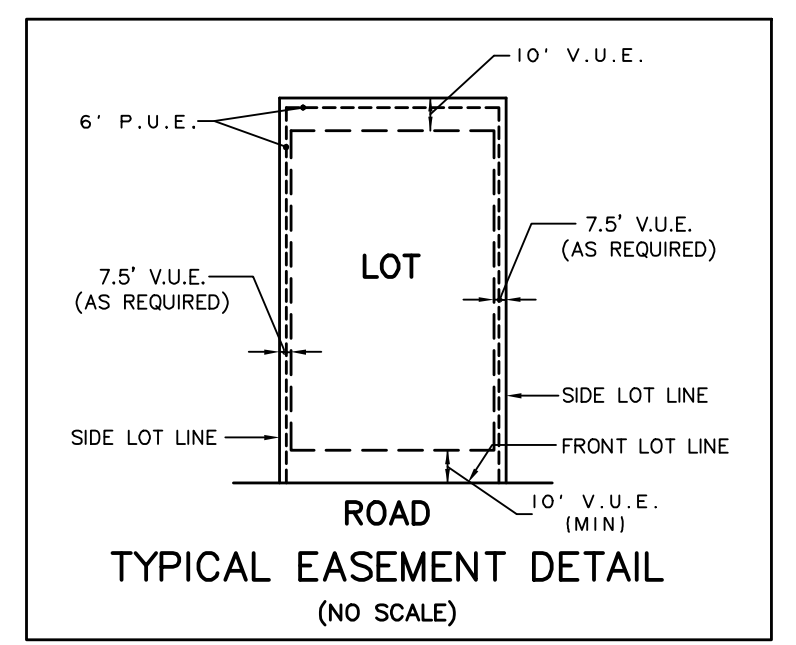
PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 456267 FILE NAME: SUBPLAT-A
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 06-21-23 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
CHECKED BY: JRP 06-09-23
REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED 08-03-23
REVISED 09-13-23\AJB PER VILLAGE COMMENTS DATED 09-07-23
Copyright © 2023 Cemcon, Ltd. All rights reserved.

DRAWING PATH: P:\65267\WORK\HAMPSHIRE\PLATS\SUBPLAT-A.DWG
PLOT FILE CREATED: 9/13/2023 BY: TONY BLUS



SETBACK RESTRICTION DETAIL (NO SCALE)



TYPICAL EASEMENT DETAIL (NO SCALE)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°01'54" W	51.30'
L2	N 89°58'06" W	5.50'
L3	S 43°37'59" E	19.97'

A PUBLIC UTILITY AND A BLANKET VILLAGE UTILITY EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 3

OUTLOT 9
A BLANKET STORMWATER MANAGEMENT EASEMENT, A PUBLIC UTILITY EASEMENT AND A BLANKET VILLAGE UTILITY EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 9

OUTLOT 9
A BLANKET STORMWATER MANAGEMENT EASEMENT, A PUBLIC UTILITY EASEMENT AND A BLANKET VILLAGE UTILITY EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 9

A BLANKET VILLAGE UTILITY EASEMENT AND A BLANKET VILLAGE UTILITY EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 16

OUTLOT 12
A BLANKET VILLAGE UTILITY EASEMENT IS HEREBY GRANTED OVER ALL OF OUTLOT 12

MATCH LINE-SEE SHEET 3

MATCH LINE-SEE SHEET 3

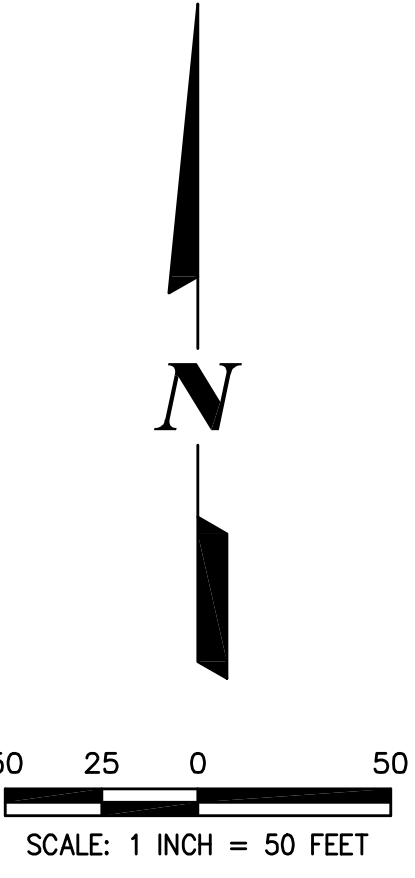
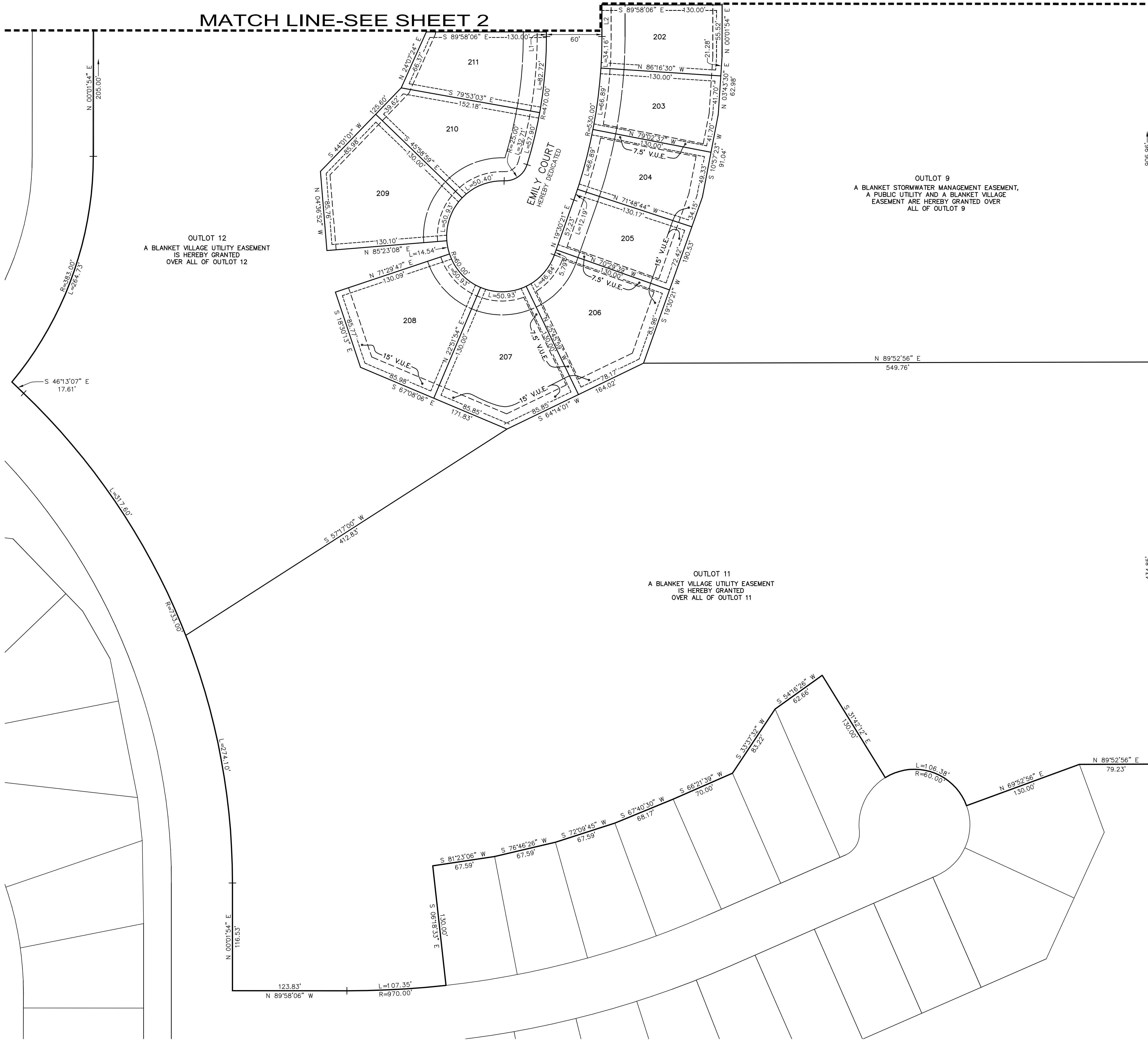
PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100 Aurora, Illinois
 60502-9675 PH: 630.862.2100 FAX: 630.862.2199
 E-Mail: codd@cemcon.com Website: www.cemcon.com

DISC NO.: 456267 FILE NAME: SUBPLAT-A
 DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
 COMPLETION DATE: 06-21-23 JOB NO.: 456.267
 PROJECT REFERENCE: 456.209
 CHECKED BY: JRP 06-09-23
 REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED 08-03-23
 REVISED 09-13-23\AJB PER VILLAGE COMMENTS DATED 09-07-23
 Copyright © 2023 Cemcon, Ltd. All rights reserved.

DRAWING PATH: P:\456267\DWG\DWG\DRAWINGS\PLATS\SUBPLAT-A.DWG

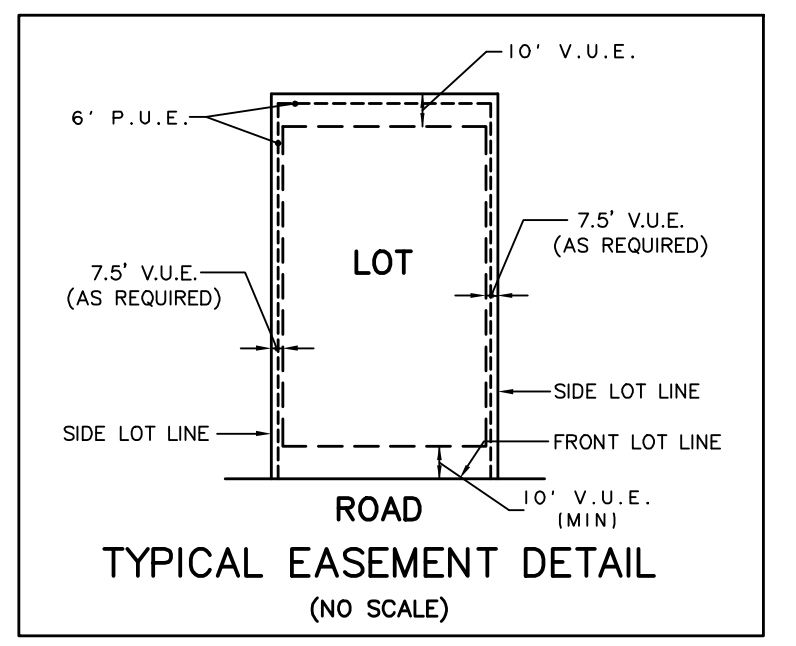
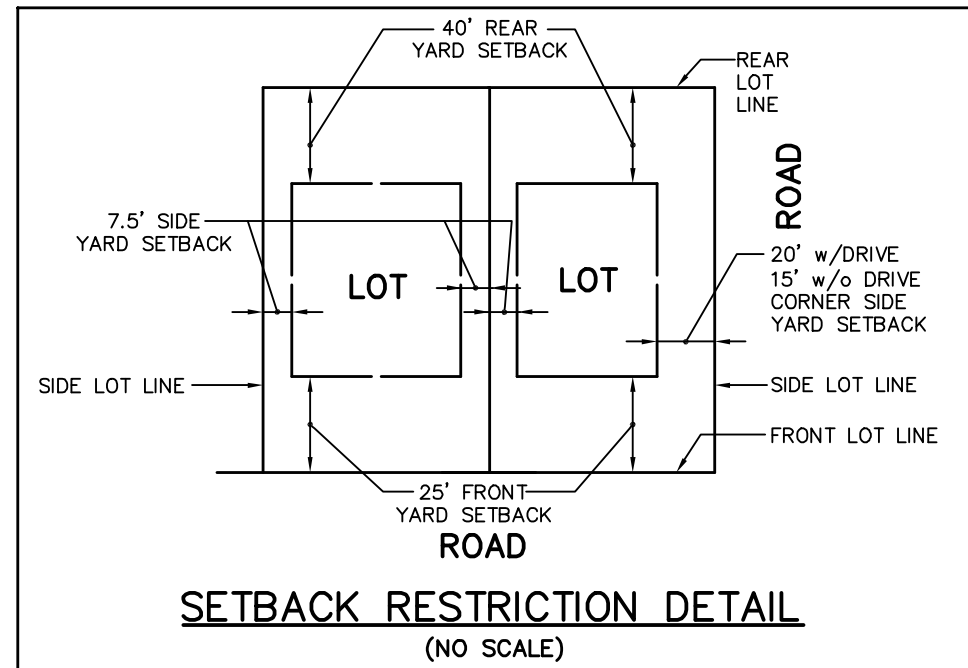
PLOT FILE CREATED: 9/13/2023 BY: TONY BLUES

MATCH LINE-SEE SHEET 2



LINE TABLE

LINE	BEARING	LENGTH
L1	S 00°01'54" W	4.94'
L2	N 00°01'54" E	34.24'



PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100 Aurora, Illinois
 60502-9675 PH: 630.862.2100 FAX: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 456267 FILE NAME: SUBPLAT-A
 DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
 COMPLETION DATE: 06-21-23 JOB NO.: 456.267
 PROJECT REFERENCE: 456.209
 CHECKED BY: JRP 06-09-23
 REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED 08-03-23
 REVISED 09-13-23\AJB PER VILLAGE COMMENTS DATED 09-07-23
 Copyright © 2023 Cemcon, Ltd. All rights reserved.

PLT FILE CREATED: 9/13/2023 BY: TONY BLUS DRAWING PATH: P:\456267\DWG\SUBPLAT\DRAWINGS\PLATS\SUBPLAT-ADWG

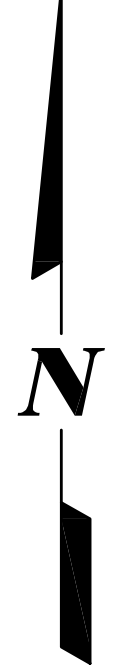
FINAL PLAT OF SUBDIVISION FOR OAKSTEAD SUBDIVISION NEIGHBORHOODS B, C & D

PART OF THE EAST HALF OF SECTION 13,
TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN KANE COUNTY, ILLINOIS

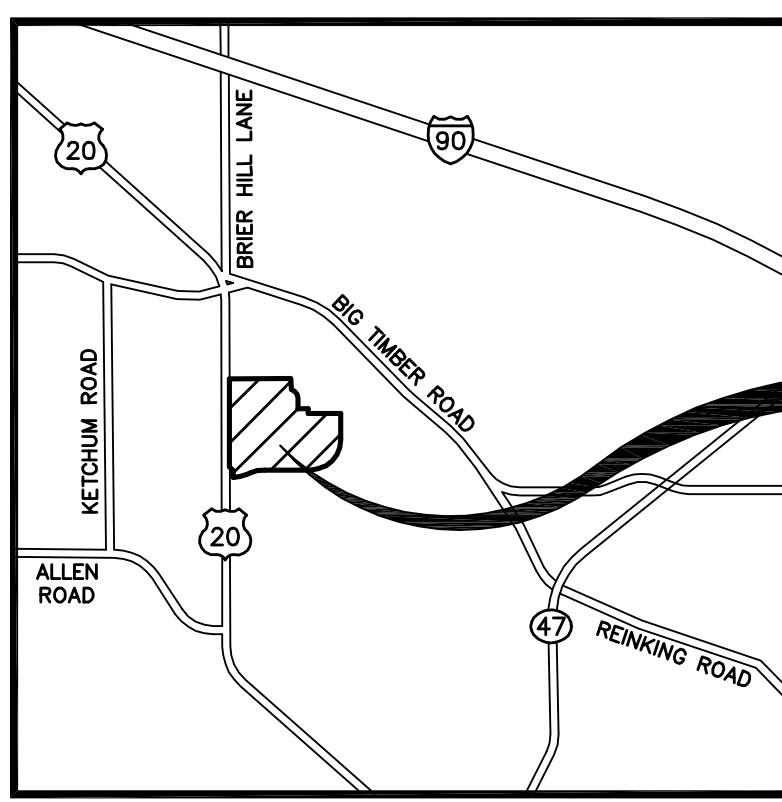
NOTE:
KEYMAP FOR BOUNDARY
AND PAGE INDEX ONLY.
SEE FOLLOWING SHEETS
FOR PARTICULARS.

TOTAL AREA OF SUBDIVISION
31.691 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER
PART OF 01-13-200-027
PART OF 01-13-400-007
HAMPSHIRE, ILLINOIS



100 50 0 100
SCALE: 1 INCH = 100 FEET



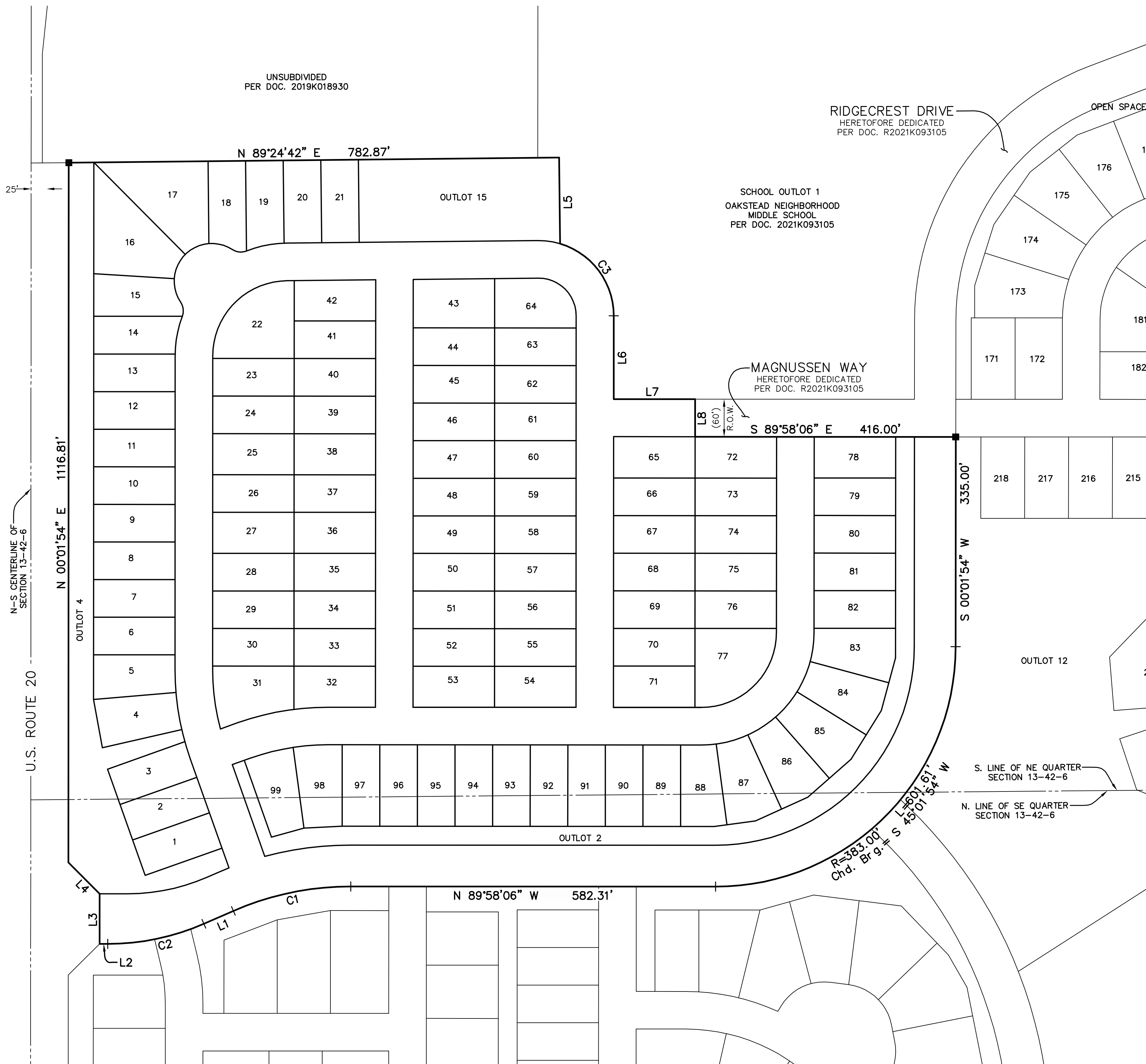
**SITE
LOCATION**

VICINITY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 66°23'06" W	51.20'
L2	N 89°58'06" W	12.85'
L3	N 00°01'54" E	80.00'
L4	N 44°58'06" W	70.71'
L5	S 00°35'18" E	137.39'
L6	S 00°01'54" W	133.00'
L7	S 89°58'06" E	130.00'
L8	S 00°01'54" W	60.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	192.74'	467.00'	S 78°12'30" W
C2	158.07'	383.00'	S 78°12'30" W
C3	153.70'	120.00'	S 36°39'43" E

LOT AREA SUMMARY TABLE			
LOT NUMBER	SQ. FT.	LOT NUMBER	SQ. FT.
1	7,800	52	7,800
2	7,800	53	8,515
3	7,810	54	8,515
4	8,997	55	7,800
5	8,568	56	7,800
6	7,800	57	7,800
7	7,800	58	7,800
8	7,800	59	7,800
9	7,800	60	7,800
10	7,800	61	7,800
11	7,800	62	7,800
12	7,800	63	7,800
13	7,800	64	9,537
14	8,072	65	8,580
15	8,641	66	7,800
16	15,429	67	7,800
17	15,910	68	7,800
18	8,287	69	7,800
19	8,171	70	7,800
20	7,920	71	8,580
21	7,920	72	8,580
22	13,053	73	7,800
23	7,800	74	7,800
24	7,800	75	7,800
25	8,515	76	7,800
26	7,800	77	13,290
27	8,515	78	8,528
28	7,800	79	7,800
29	7,800	80	7,800
30	7,800	81	7,800
31	10,497	82	7,800
32	8,577	83	9,274
33	7,800	84	9,461
34	7,800	85	9,461
35	7,800	86	9,460
36	8,515	87	9,459
37	7,800	88	8,521
38	8,515	89	7,800
39	7,800	90	7,800
40	7,800	91	7,800
41	7,800	92	7,800
42	8,449	93	7,800
43	10,146	94	7,800
44	7,800	95	7,800
45	7,800	96	7,800
46	7,800	97	7,800
47	7,800	98	9,132
48	7,800	99	8,812
49	7,800	OUTLOT 2	51,068
50	7,800	OUTLOT 4	66,145
51	7,800	OUTLOT 15	42,371



NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED. ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

V.U.E. - INDICATES VILLAGE UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

D.E. - INDICATES DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

P.U.E. - INDICATES PUBLIC UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

B.L. - BUILDING SETBACK LINE

THE BEARINGS SHOWN ARE BASED UPON THE WEST LINE OF THE SUBJECT SITE BEING N 00°01'54" E (ASSUMED).

GAP IN LOT NUMBERING DUE TO THE PREDEFINED LOT NUMBERING WITHIN THE ENTIRE OAKSTEAD DEVELOPMENT.

F.I.P. = FOUND IRON PIPE (ø AS SHOWN)
F.I.R. = FOUND IRON ROD (ø AS SHOWN)

OUTLOTS 2 AND 4 TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LEGEND

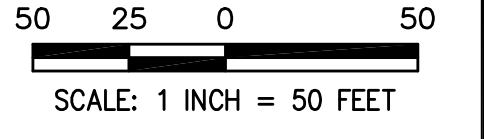
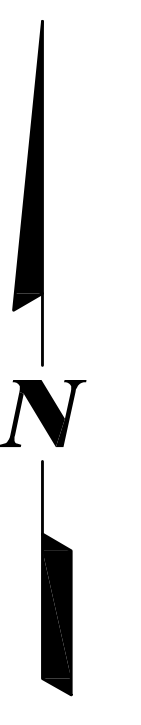
- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- SET CONCRETE MONUMENT
- ⊙ SECTION CORNER OR QUARTER SECTION CORNER

PREPARED FOR:
HAMPSHIRE EAST, LLC
1751 A. WEST DIEHL ROAD
NAPERVILLE, IL 60563
(630) 851-5490

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 456267 FILE NAME: SUBPLAT-BOD
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 06-21-23 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
CHECKED BY: JRP 06-09-23
REVISED 08-14-23 A/JB PER VILLAGE COMMENTS DATED AUGUST 3, 2023
Copyright © 2023 Cemcon, Ltd. All rights reserved.

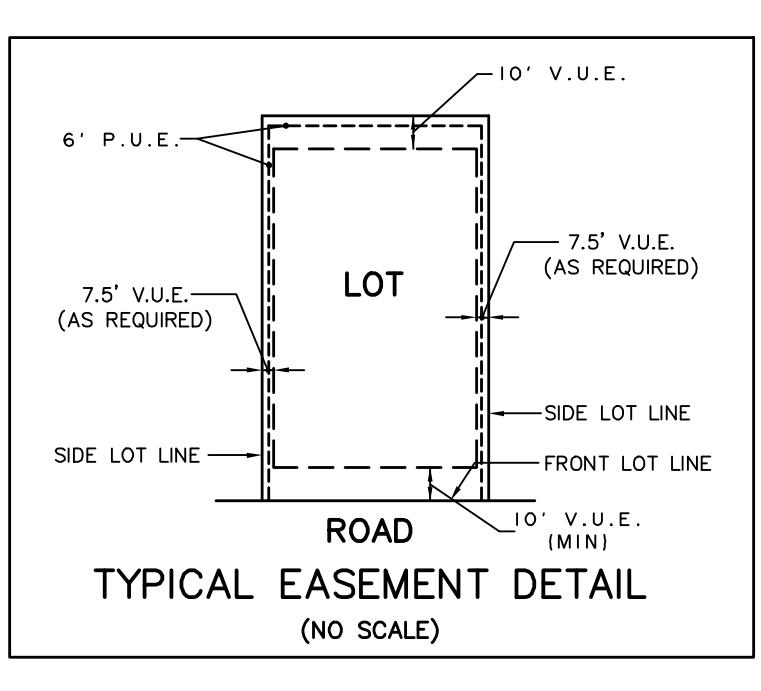
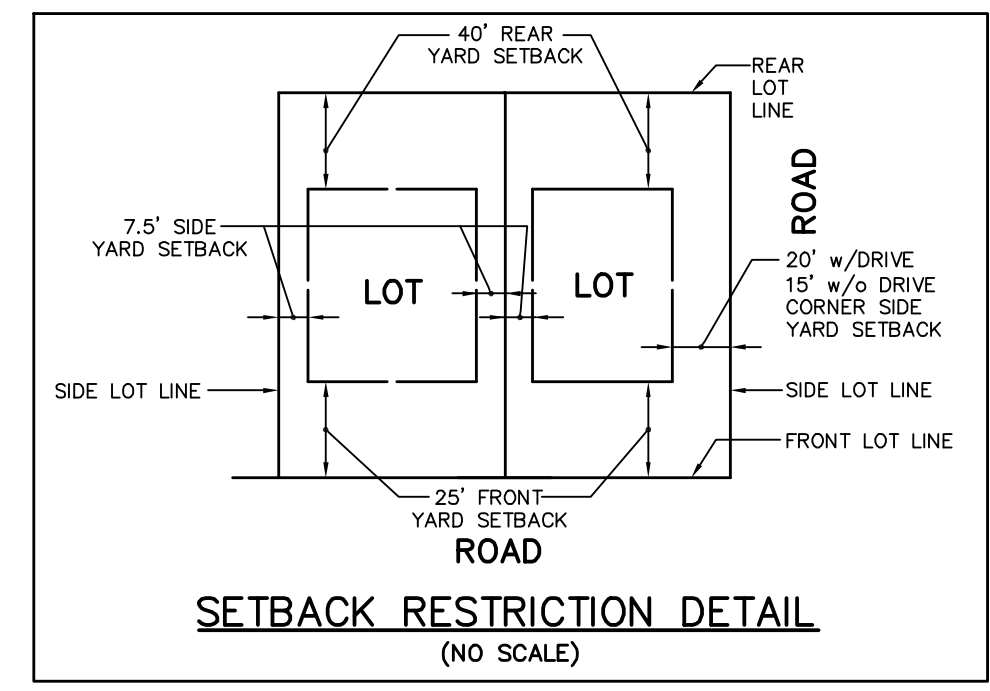
DRAWING PATH: P:\AS087\WORK\DRAWINGS\PLATS\SUBPLAT-BOD.DWG
PLOT FILE CREATED: 8/22/2023 BY: TONY BILUS



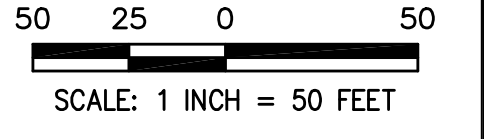
LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°58'06" W	44.83'
L2	N 89°58'06" W	12.85'
L3	S 66°23'06" W	16.30'
L4	N 70°26'33" E	20.34'
L5	N 70°26'33" E	10.20'
L6	S 70°26'33" W	29.32'
L7	S 00°01'54" W	22.82'

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
C1	23.78'	25.00'	S 06°42'03" E
C2	39.32'	60.00'	S 15°10'26" E
C3	43.52'	60.00'	S 24°22'44" W
C4	42.26'	60.00'	S 65°20'18" W
C5	39.23'	60.00'	N 75°45'07" W
C6	23.78'	25.00'	N 84°16'06" W

MATCH LINE-SEE SHEET 3

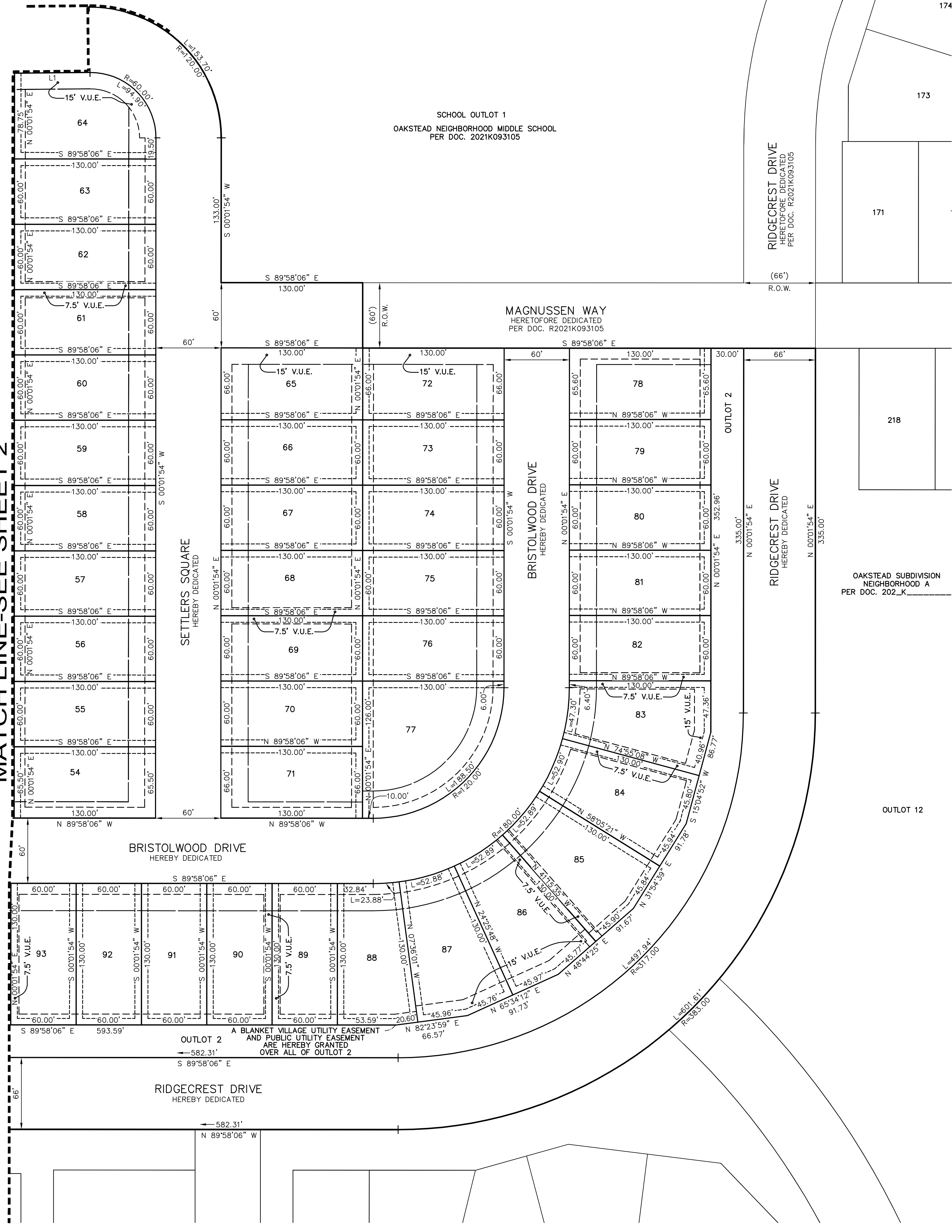


PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100 Aurora, Illinois
 60502-9675 PH: 630.862.2100 FAX: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com
 DISC NO.: 456267 FILE NAME: SUBPLAT-BCD
 DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
 COMPLETION DATE: 06-21-23 JOB NO.: 456.267
 PROJECT REFERENCE: 456.209
 CHECKED BY: JRP 06-09-23
 REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED AUGUST 3, 2023
 Copyright © 2023 Cemcon, Ltd. All rights reserved.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 59°24'42" E	69.35'

MATCH LINE-SEE SHEET 2



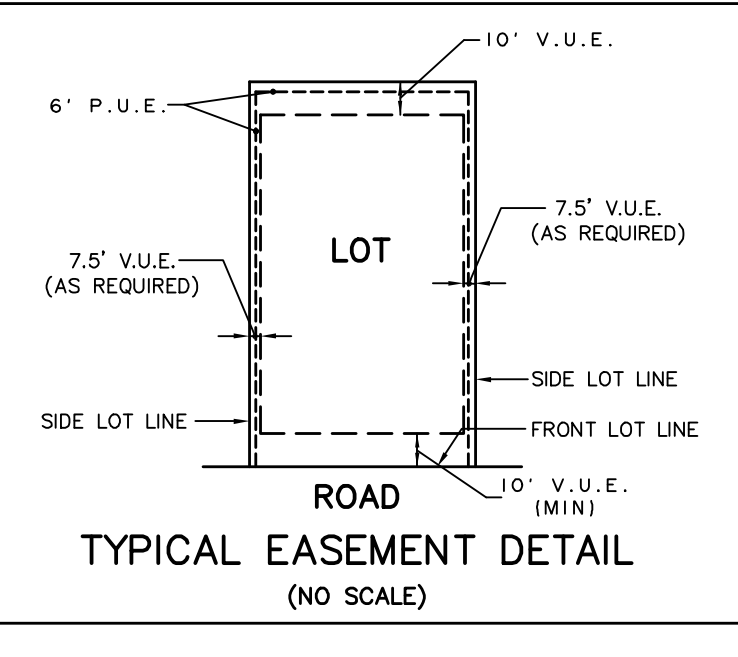
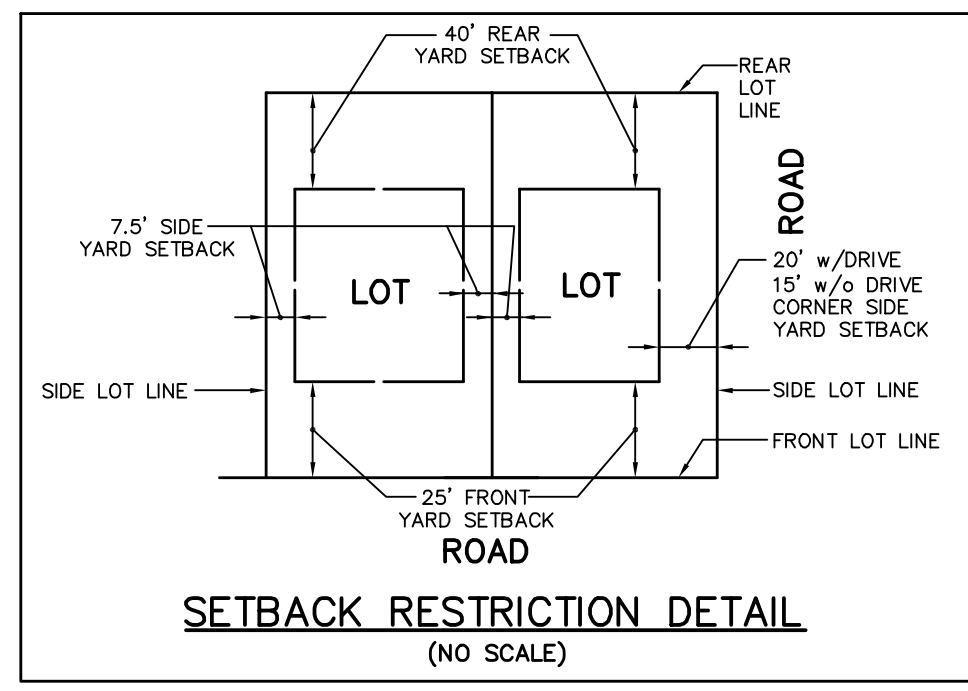
SETTLERS SQUARE
HEREBY DEDICATED

MAGNUSSEN WAY
HEREBY DEDICATED
PER DOC. R2021K093105

BRISTOLWOOD DRIVE
HEREBY DEDICATED

RIDGECREST DRIVE
HEREBY DEDICATED

OUTLOT 2
A BLANKET VILLAGE UTILITY EASEMENT
AND PUBLIC UTILITY EASEMENT
ARE HEREBY GRANTED
OVER ALL OF OUTLOT 2



PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100 Aurora, Illinois
 60502-9675 PH: 630.862.2100 FAX: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 456267 FILE NAME: SUBPLAT-BCD
 DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
 COMPLETION DATE: 06-21-23 JOB NO.: 456.267
 PROJECT REFERENCE: 456.209
 CHECKED BY: JRP 06-09-23
 REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED AUGUST 3, 2023
 Copyright © 2023 Cemcon, Ltd. All rights reserved.

KANE COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)
ACCEPTED AND APPROVED THIS _____ DAY OF _____
A.D., 20____.

COUNTY ENGINEER

KANE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)
I, _____, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID FORFEITED TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT GENEVA, ILLINOIS, THIS _____ DAY OF _____, A.D., 20____.

COUNTY CLERK

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT _____ AN ILLINOIS CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.
THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS INDICATED ON THIS PLAT AS THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE VILLAGE OF HAMPSHIRE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.
THE UNDERSIGNED FURTHER CERTIFIES THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF COMMUNITY UNIT SCHOOL DISTRICT 300.
DATED AT NAPERVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.
HAMPSHIRE EAST LLC
1751 A WEST DIEHL ROAD
NAPERVILLE, IL 60563

TITLE: _____ TITLE: _____

(PRINTED NAME) (PRINTED NAME)

NOTARY CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)
I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE OFFICERS OF HAMPSHIRE EAST, LLC, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL
THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT HAMPSHIRE EAST, LLC IS THE OWNER OF THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICT(S)
COMMUNITY UNIT SCHOOL DISTRICT 300
DATED THIS _____ DAY OF _____, A.D., 20____.
BY: _____ ATTEST: _____
TITLE: _____ TITLE: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF THE EAST HALF OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF OUTLOT 12 IN OAKSTEAD NEIGHBORHOOD A RECORDED AS DOCUMENT 2023K_____; THE FOLLOWING TWO COURSES ARE ALONG THE WESTERLY LINE OF SAID OUTLOT 12 AND THE SOUTHWESTERN EXTENSION THEREOF; THENCE SOUTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 335.00 FEET; THENCE SOUTHWESTERLY, 601.61 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 383.00 FEET AND A CHORD BEARING SOUTH 45 DEGREES 01 MINUTE 54 SECONDS WEST; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 582.31 FEET; THENCE SOUTHWESTERLY, 192.74 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 467.00 FEET AND A CHORD BEARING SOUTH 78 DEGREES 12 MINUTES 30 SECONDS WEST; THENCE SOUTH 66 DEGREES 23 MINUTES 06 SECONDS WEST, 51.20 FEET; THENCE WESTERLY, 158.07 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 383.00 FEET AND A CHORD BEARING SOUTH 78 DEGREES 12 MINUTES 30 SECONDS WEST; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 12.85 FEET TO AN EASTERLY LINE OF U.S. ROUTE 20 DEDICATED PER DOCUMENT _____; THE FOLLOWING THREE COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 01 MINUTE 54 SECONDS EAST, 80.00 FEET; THENCE NORTH 44 DEGREES 58 MINUTES 06 SECONDS WEST, 70.71 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 54 SECONDS EAST, 1116.81 FEET TO THE SOUTH LINE OF A TRACT DESCRIBED IN DOCUMENT 2019K018930; THENCE NORTH 89 DEGREES 24 MINUTES 42 SECONDS EAST, 782.87 FEET ALONG SAID SOUTH LINE AND EXTENSION THEREOF TO THE WESTERLY LINE OF OUTLOT 1 IN OAKSTEAD NEIGHBORHOOD MIDDLE SCHOOL RECORDED AS DOCUMENT 2021K093105; THE FOLLOWING SIX COURSES ARE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION; THENCE SOUTH 00 DEGREES 35 MINUTES 18 SECONDS EAST, 137.39 FEET; THENCE 153.70 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING SOUTH 36 DEGREES 39 MINUTES 43 SECONDS EAST; THENCE SOUTH 00 DEGREES 01 MINUTE 54 SECONDS WEST, 133.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 EAST, 130.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 54 SECONDS WEST, 60.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 416.00 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.
I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF IF FURTHER CERTIFY THAT PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ZONE A AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON F.I.R.M. MAP PANEL 17089C0126J, DATED JUNE 2, 2015.
I FURTHER CERTIFY THAT I HAVE SET ALL SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (ILLINOIS REVISED STATUTES 1977, CHAPTER 109 SECTION 1).
I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HAMPSHIRE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.
GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS,
THIS _____ DAY OF _____, 20____.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2022
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2025

GENERAL PROVISIONS COMMON TO ALL EASEMENTS:

NO FENCE, SHED OR ANY STRUCTURE SHALL BE ERECTED WITHIN AN EASEMENT THAT WILL OBSTRUCT OR PROHIBIT THE OVERLAND FLOW OF STORMWATER, OR OBSTRUCT, IMPEDE, OR PRECLUDE READY ACCESS TO ANY UTILITY FACILITY OR APPURTENANCE, SUCH AS AN EQUIPMENT BOX, A CATCH BASIN, OR ANY OTHER SUCH FACILITY OR APPURTENANCE.

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER OBSTRUCTION THAT IS ERECTED WITHIN A PUBLIC UTILITY EASEMENT, VILLAGE UTILITY EASEMENT, UTILITY EASEMENT, DRAINAGE EASEMENT OR EASEMENT FOR STORMWATER DETENTION BASIN, BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER.

PUBLIC UTILITY EASEMENT PROVISIONS
(ELECTRIC AND COMMUNICATION)

COMED, AMERITECH, MEDIACOM CABLE SERVICES, AND OTHER UTILITY COMPANIES PROVIDING ELECTRIC AND COMMUNICATION SERVICES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY OR SEVERALLY ARE HEREBY GIVEN EXCLUSIVE EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "PUBLIC UTILITY EASEMENT" OR "P.U.E." AND JOINT EASEMENT RIGHTS WITH THE VILLAGE OF HAMPSHIRE TO ALL PLATTED EASEMENTS DESIGNATED "UTILITY EASEMENT" OR "UE" AND EASEMENT RIGHTS IN ALL PLATTED STREETS AND ALLEYS TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS TO SERVE THE IMPROVEMENTS OF EACH LOT, THE RIGHT TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF SAID PUBLIC UTILITY EQUIPMENT. THE LOCATION OF FACILITIES IN PLATTED STREETS AND ALLEYS SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED. ALL UTILITY LINES SHALL BE CONSTRUCTED UNDERGROUND. NO OVERHEAD LINES WILL BE PERMITTED.

PUBLIC UTILITY EASEMENT PROVISIONS
(NICOR)

NICOR, ITS SUCCESSOR AND ASSIGNS, IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED STREETS AND ALLEYS. SAID EASEMENT TO BE FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES. LOCATION OF MAINS AND APPURTENANCES SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO VILLAGE APPROVAL.

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)
THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE VILLAGE OF HAMPSHIRE HAVE REVIEWED AND APPROVED THE ABOVE PLAT.
DATED THIS _____ DAY OF _____, 20____.

SECRETARY

DRAINAGE EASEMENT PROVISIONS

THE VILLAGE OF HAMPSHIRE IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "DRAINAGE EASEMENT" OR "DE" TO INSTALL, OPERATE AND MAINTAIN UNDERGROUND AND SURFACE DRAINAGE FACILITIES AND WATERCOURSES. SAID EASEMENTS SHALL BE USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY THE VILLAGE. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN GRANTED.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)
APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS,
THIS _____ DAY OF _____, 20____.
VILLAGE PRESIDENT: _____
ATTEST: _____

VILLAGE UTILITY EASEMENT PROVISIONS

THE VILLAGE OF HAMPSHIRE IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENT", TOGETHER WITH THE RIGHT OF ACCESS THERETO. SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, ABOVE GROUND AND UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER SYSTEM, SANITARY SEWER SYSTEM AND STORM DRAINAGE SYSTEM OF THE VILLAGE OF HAMPSHIRE. THESE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. TREES SHALL ONLY BE ALLOWED TO BE PLACED IN SUCH LOCATIONS IN THE EASEMENT AS ARE APPROVED BY THE VILLAGE STAFF TO AVOID ACTUAL CONFLICTS WITH UTILITIES.

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)
I, _____, VILLAGE COLLECTOR OF THE VILLAGE OF HAMPSHIRE, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.
DATED AT HAMPSHIRE, KANE COUNTY, ILLINOIS.
THIS _____ DAY OF _____, 20____.

VILLAGE COLLECTOR

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER OBSTRUCTION THAT IS ERECTED WITHIN A VILLAGE UTILITY EASEMENT, BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER VILLAGE EXPENSES ASSOCIATED THERewith SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT OBSTRUCTION IS LOCATED.

THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY; PROVIDED, HOWEVER, THAT THE VILLAGE SHALL BE OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL SURFACES (IN ANY MANNER SUITABLE TO THE VILLAGE) SO AS TO RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)
I, _____, VILLAGE ENGINEER FOR THE VILLAGE OF HAMPSHIRE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.
DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.

VILLAGE ENGINEER

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2250 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com
DISC NO.: 456267 FILE NAME: SUBPLAT-BCD
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 06-21-23 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
CHECKED BY: JRP 06-09-23
REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED AUGUST 3, 2023
Copyright © 2023 Cemcon, Ltd. All rights reserved.

DRAWING PATH: P:\646387\DWG\SURVEY\WORKING\PLATS\SUBPLAT-BCD.DWG
PLOT FILE CREATED: 8/22/2023 BY: TONY BLUIS

FINAL PLAT OF SUBDIVISION FOR OAKSTEAD SUBDIVISION NEIGHBORHOOD E

PART OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN KANE COUNTY, ILLINOIS

TOTAL AREA OF SUBDIVISION

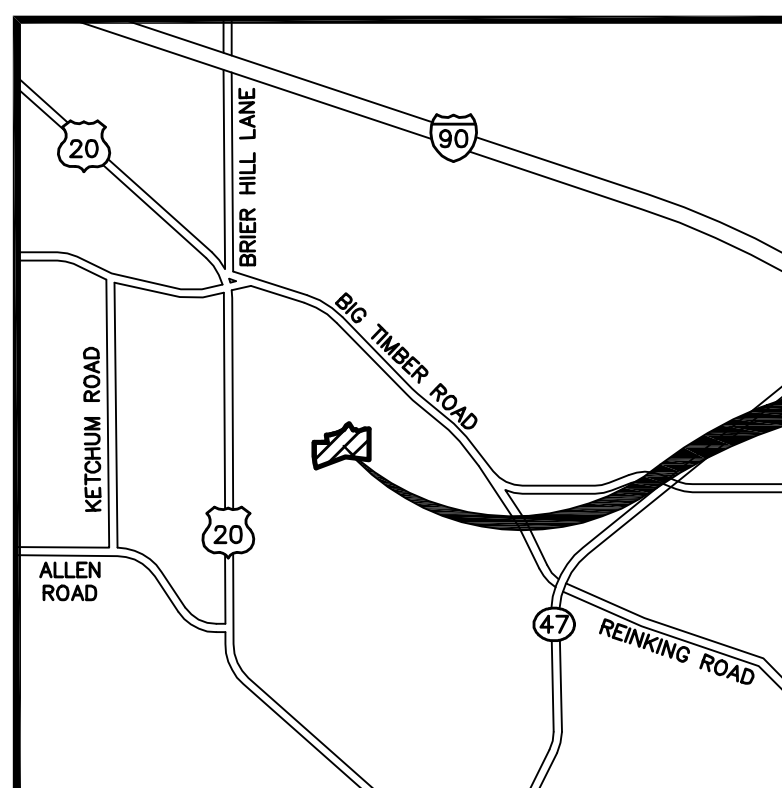
11.522 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER

PART OF 01-13-400-006
PART OF 01-13-400-007
PART OF 01-13-400-008
HAMPSHIRE, ILLINOIS



50 25 0 50
SCALE: 1 INCH = 50 FEET



VICINITY MAP

SITE
LOCATION

LINE	BEARING	LENGTH
L1	N 81°23'06" E	67.59'
L2	N 76°46'26" E	67.59'
L3	N 72°09'45" E	67.59'
L4	N 67°40'30" E	68.17'
L5	N 66°21'39" E	70.00'
L6	N 33°37'32" E	83.22'
L7	N 54°16'26" E	62.66'
L8	N 89°52'56" E	79.23'

CURVE	RADIUS	LENGTH	BEARING
C1	970.00'	107.35'	N 86°51'41" E
C2	60.00'	106.38'	S 70°54'38" E
C3	25.00'	31.81'	S 29°54'47" W

LOT NUMBER	SQ. FT.
219	9,499
220	9,499
221	9,499
222	9,406
223	9,100
224	10,675
225	10,977
226	13,459
227	13,026
228	9,100
229	9,100
230	9,099
231	9,308
232	9,498
233	9,463
234	9,463
235	9,463
236	9,463
237	9,333
238	9,100
OUTLOT 14	248,902

LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
- BUILDING LINE (Long Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- SET CONCRETE MONUMENT (Square with dot)
- SECTION CORNER OR QUARTER SECTION CORNER (Circle with cross)

NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED. ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

V.U.E. - INDICATES VILLAGE UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

D.E. - INDICATES DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

P.U.E. - INDICATES PUBLIC UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

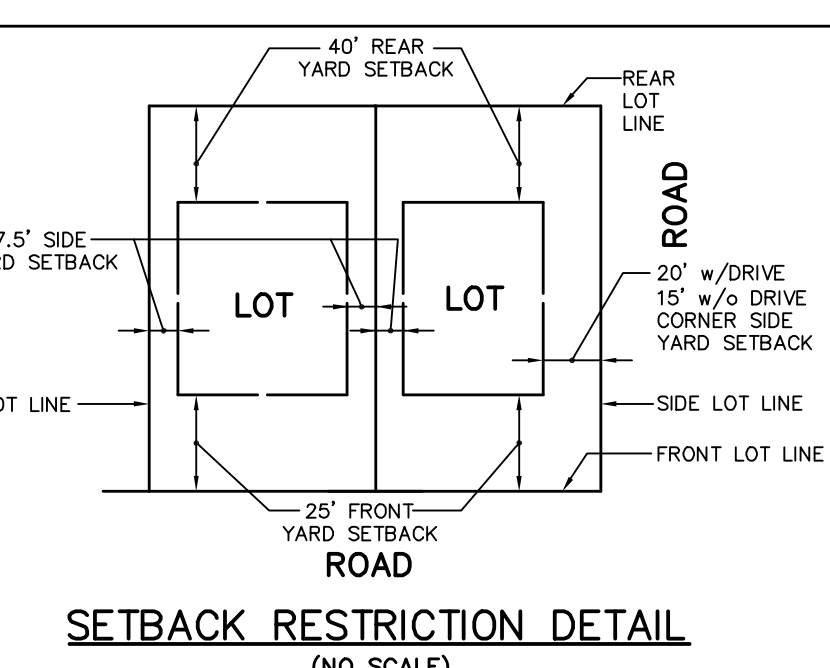
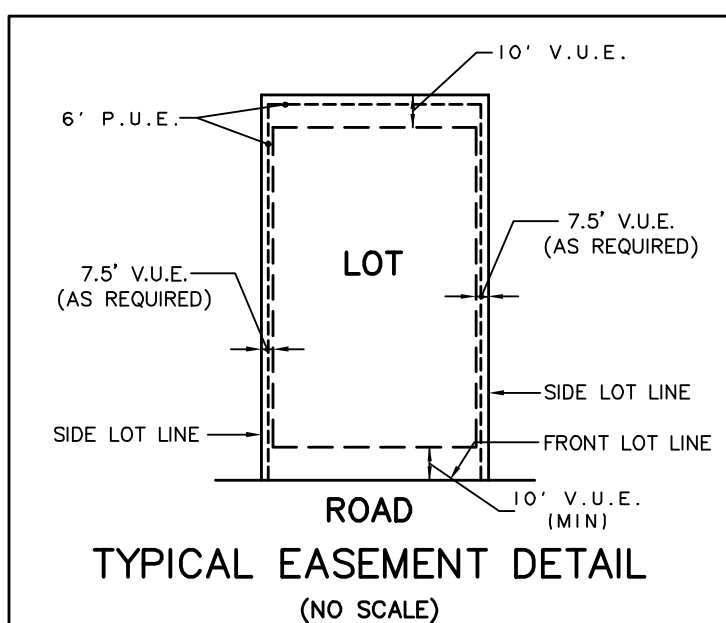
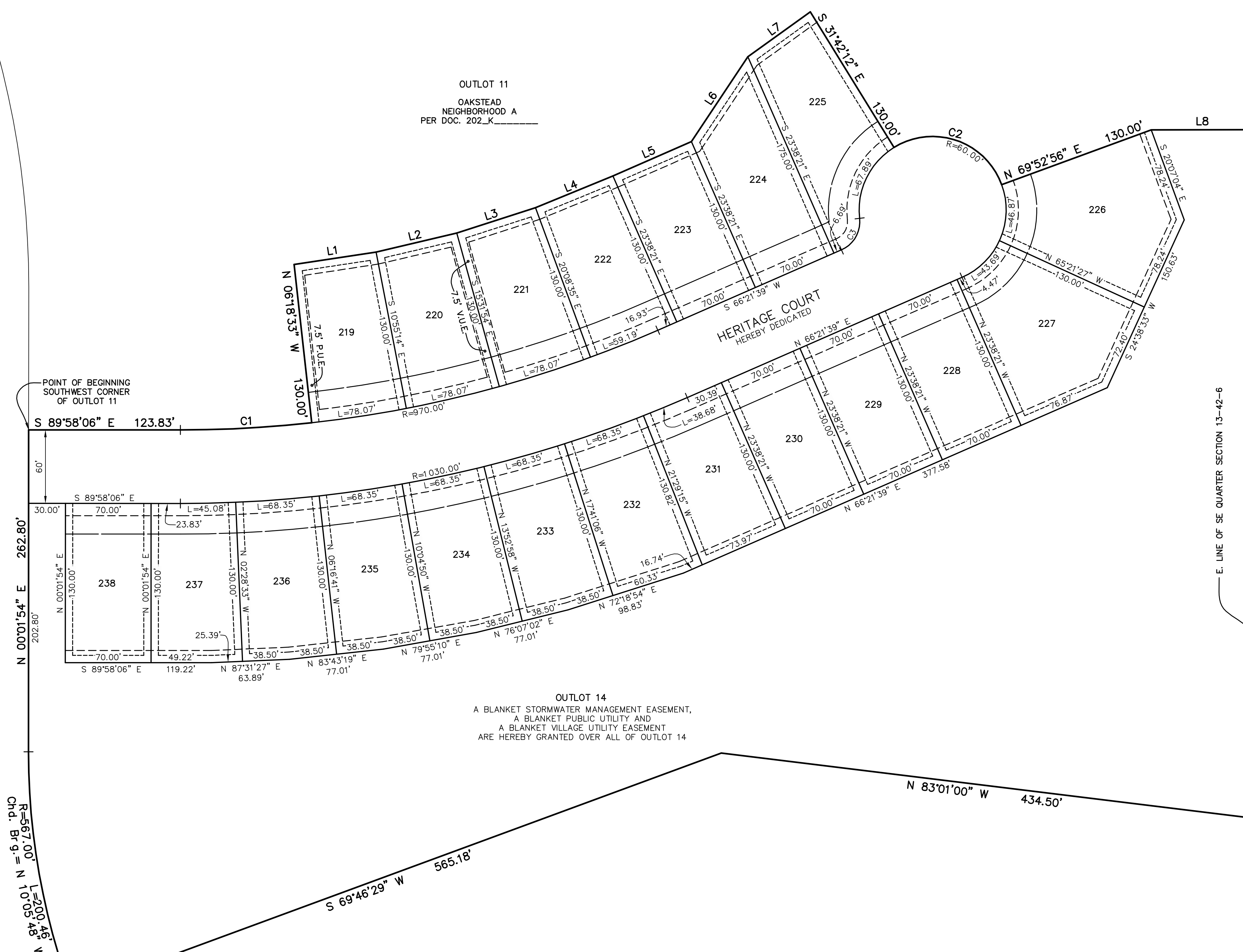
B.L. - BUILDING SETBACK LINE

THE BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF THE SUBJECT SITE BEING S 00°07'04" E (ASSUMED).

GAP IN LOT NUMBERING DUE TO THE PREDEFINED LOT NUMBERING WITHIN THE ENTIRE OAKSTEAD DEVELOPMENT.

F.I.P. = FOUND IRON PIPE (# AS SHOWN)
F.I.R. = FOUND IRON ROD (# AS SHOWN)

OUTLOT 14 TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



PREPARED FOR:
HAMPSHIRE EAST, LLC
1751 A. WEST DIEHL ROAD
NAPERVILLE, IL 60563
(630) 851-5490

PREPARED BY:
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

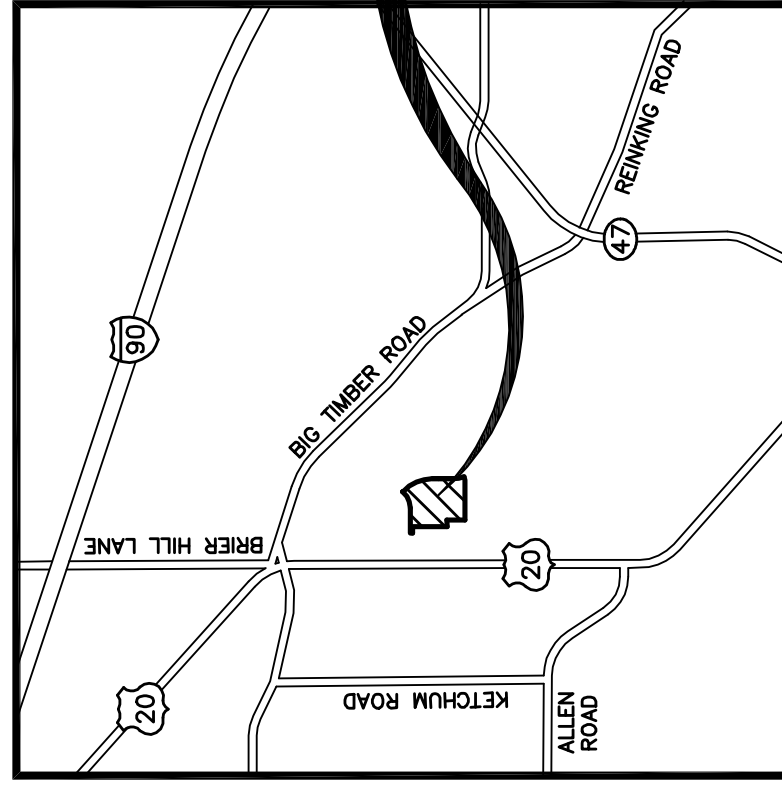
DISC NO.: 456267 FILE NAME: SUBPLAT-E
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 06-21-23 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
CHECKED BY: JRP 06-09-23
REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED AUGUST 3, 2023
Copyright © 2023 Cemcon, Ltd. All rights reserved.

DRAWING PATH: P:\ASSETS\DWG\DRAWINGS\PLATS\SUBPLAT-EDWG
PLOT FILE CREATED: 8/22/2023 BY: TONY BILIS

FINAL PLAT OF SUBDIVISION FOR OAKSTEAD SUBDIVISION NEIGHBORHOOD F

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS

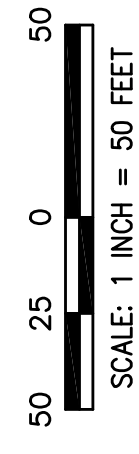
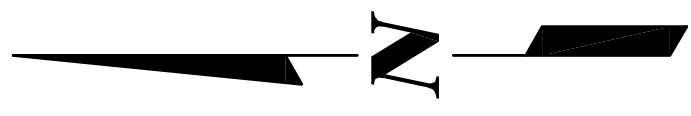
SITE LOCATION



VICINITY MAP

TOTAL AREA OF SUBDIVISION
19.584 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER
PART OF 01-13-400-007
HAMPshire, ILLINOIS



POINT OF BEGINNING WESTERMOST CORNER OF OUTLOT 12

ROAD HEREBY DEDICATED FOR PUBLIC ROAD PURPOSES

OUTLOT 12

ROAD HEREBY DEDICATED FOR PUBLIC ROAD PURPOSES

OUTLOT 7

A PUBLIC UTILITY AND VILLAGE EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 7

OUTLOT 6

A PUBLIC UTILITY AND VILLAGE EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 6

OUTLOT 5

A PUBLIC UTILITY AND VILLAGE EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 5

OUTLOT 4

A PUBLIC UTILITY AND VILLAGE EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 4

OUTLOT 3

A PUBLIC UTILITY AND VILLAGE EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 3

OUTLOT 2

A PUBLIC UTILITY AND VILLAGE EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOT 2

RIDGECREST DRIVE HERETOFORE DEDICATED PER DOC. R2023K

S 89°58'06" E 461.55'

274.97'

OUTLOT 6

N 89°58'06" W 115.00'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

OUTLOT 9

N 00°01'54" E 631.96'

OUTLOT 8

N 00°01'54" E 631.96'

OUTLOT 7

N 00°01'54" E 631.96'

OUTLOT 6

N 00°01'54" E 631.96'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

OUTLOT 9

N 00°01'54" E 631.96'

OUTLOT 8

N 00°01'54" E 631.96'

OUTLOT 7

N 00°01'54" E 631.96'

OUTLOT 6

N 00°01'54" E 631.96'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

OUTLOT 9

N 00°01'54" E 631.96'

OUTLOT 8

N 00°01'54" E 631.96'

OUTLOT 7

N 00°01'54" E 631.96'

OUTLOT 6

N 00°01'54" E 631.96'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

OUTLOT 9

N 00°01'54" E 631.96'

OUTLOT 8

N 00°01'54" E 631.96'

OUTLOT 7

N 00°01'54" E 631.96'

OUTLOT 6

N 00°01'54" E 631.96'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

OUTLOT 9

N 00°01'54" E 631.96'

OUTLOT 8

N 00°01'54" E 631.96'

OUTLOT 7

N 00°01'54" E 631.96'

OUTLOT 6

N 00°01'54" E 631.96'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

OUTLOT 9

N 00°01'54" E 631.96'

OUTLOT 8

N 00°01'54" E 631.96'

OUTLOT 7

N 00°01'54" E 631.96'

OUTLOT 6

N 00°01'54" E 631.96'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

OUTLOT 9

N 00°01'54" E 631.96'

OUTLOT 8

N 00°01'54" E 631.96'

OUTLOT 7

N 00°01'54" E 631.96'

OUTLOT 6

N 00°01'54" E 631.96'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

OUTLOT 9

N 00°01'54" E 631.96'

OUTLOT 8

N 00°01'54" E 631.96'

OUTLOT 7

N 00°01'54" E 631.96'

OUTLOT 6

N 00°01'54" E 631.96'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

OUTLOT 9

N 00°01'54" E 631.96'

OUTLOT 8

N 00°01'54" E 631.96'

OUTLOT 7

N 00°01'54" E 631.96'

OUTLOT 6

N 00°01'54" E 631.96'

OUTLOT 5

N 00°01'54" E 631.96'

OUTLOT 4

N 00°01'54" E 631.96'

OUTLOT 3

N 00°01'54" E 631.96'

OUTLOT 2

N 00°01'54" E 631.96'

OUTLOT 1

N 00°01'54" E 631.96'

OUTLOT 12

N 00°01'54" E 631.96'

OUTLOT 11

N 00°01'54" E 631.96'

OUTLOT 10

N 00°01'54" E 631.96'

KANE COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)
ACCEPTED AND APPROVED THIS ____ DAY OF _____
A.D., 20____.

COUNTY ENGINEER

KANE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)
I, _____ COUNTY CLERK OF KANE
COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT
TAXES, NO UNPAID FORFEITED TAXES, NO UNPAID CURRENT GENERAL
TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND
INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN
CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT GENEVA,
ILLINOIS, THIS ____ DAY OF _____, A.D., 20____.

COUNTY CLERK

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT _____
AN ILLINOIS CORPORATION, IS THE FEE SIMPLE OWNER OF THE
PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND
HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED
AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH
AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY
ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE
THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS
INDICATED ON THIS PLAT AS THOROUGHFARES, STREETS, ALLEYS AND
PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC,
GAS, TELEPHONE, CABLE, TV OR OTHER TELECOMMUNICATIONS COMPANY
UNDER FRANCHISE AGREEMENT WITH THE VILLAGE OF HAMPSHIRE, THEIR
SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE
STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL OF THE LAND
INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF COMMUNITY
UNIT SCHOOL DISTRICT 300.

DATED AT NAPERVILLE, ILLINOIS THIS ____ DAY OF _____, 20____.

HAMPSHIRE EAST LLC
1751 A WEST DIEHL ROAD
NAPERVILLE, IL 60563

TITLE: _____ TITLE: _____
(PRINTED NAME) (PRINTED NAME)

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)
I, _____, A NOTARY PUBLIC IN AND FOR THE
COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____
PERSONALLY KNOWN TO ME TO BE
OFFICERS OF HAMPSHIRE EAST, LLC, APPEARED BEFORE ME THIS DAY
AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID
INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND THE FREE AND
VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES
THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC

SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT HAMPSHIRE EAST, LLC IS THE OWNER OF THE
PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S
KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS
OF SCHOOL DISTRICT(S)
COMMUNITY UNIT SCHOOL DISTRICT 300
DATED THIS ____ DAY OF _____, A.D., 20____.

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 3483, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED,
SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH,
RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE WESTERNMOST CORNER OF OUTLOT 12 IN OAKSTEAD
NEIGHBORHOOD A RECORDED AS DOCUMENT 202_K_____; THE FOLLOWING THREE
COURSES ARE ALONG THE WESTERLY LINE AND SOUTHERLY EXTENSION THERE OF SAID
OUTLOT 12; THENCE SOUTH 46 DEGREES 13 MINUTES 07 SECONDS EAST, 17.61 FEET;
THENCE SOUTHEASTERLY, 591.69 FEET ALONG A CURVE RIGHT, HAVING A RADIUS OF
733.00 FEET AND CHORD BEARING SOUTH 23 DEGREES 05 MINUTES 36 SECONDS
EAST; THENCE SOUTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 379.33 FEET;
THENCE SOUTHERLY, 200.46 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS
OF 567.00 FEET AND A CHORD BEARING SOUTH 10 DEGREES 05 MINUTES 48
SECONDS EAST; THENCE SOUTH 69 DEGREES 46 MINUTES 29 SECONDS WEST, 66.00
FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, 727.97 FEET;
THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS EAST, 330.01 FEET; THENCE
SOUTH 89 DEGREES 30 MINUTES 53 SECONDS WEST, 125.68 FEET; THENCE NORTH 00
DEGREES 01 MINUTE 54 SECONDS EAST, 631.96 FEET; THENCE NORTH 89 DEGREES 58
MINUTES 06 SECONDS WEST, 115.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES
54 SECONDS EAST, 40.60 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06
SECONDS EAST, 461.55 FEET; THENCE NORTHEASTERLY, 336.89 FEET ALONG A CURVE
TO THE LEFT, HAVING A RADIUS OF 383.00 FEET AND A CHORD BEARING NORTH 64
DEGREES 49 MINUTES 58 SECONDS EAST TO THE POINT OF BEGINNING, IN KANE
COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE
REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN
FEET AND DECIMAL PARTS THEREOF IF FURTHER CERTIFY THAT PART OF THE ABOVE
DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ZONE A
AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON F.I.R.M.
MAP PANEL 17089C0126J, DATED JUNE 2, 2015.

I FURTHER CERTIFY THAT I HAVE SET ALL SUBDIVISION MONUMENTS AND DESCRIBED
THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (ILLINOIS REVISED
STATUTES 1977, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS
SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HAMPSHIRE, ILLINOIS,
WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE
11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS,

THIS ____ DAY OF _____, 20____.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2025

STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE
VILLAGE OF HAMPSHIRE AND TO ITS SUCCESSORS AND ASSIGNS, OVER
ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT"
(abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT,
PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT,
REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE
STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL
NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER
MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES,
SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE
DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER
AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT
OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND
EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO
GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR
OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE
OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS
SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE
TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE
EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT
OF THE VILLAGE ENGINEER, BUT SAME MAY BE USED FOR PURPOSES
THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES
OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE
MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND
APPURTENANCES. THE VILLAGE OF HAMPSHIRE WILL PERFORM ONLY
EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE VILLAGE
ENGINEER OF THE VILLAGE OF HAMPSHIRE.

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT
THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER
OBSTRUCTION THAT IS ERRECTED WITHIN A STORMWATER MANAGEMENT
EASEMENT, BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF
REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER
VILLAGE EXPENSES ASSOCIATED THEREWITH SHALL BE THE SOLE
RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE
EASEMENT OBSTRUCTION IS LOCATED.

THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE
RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR
SHRUBBERY; PROVIDED, HOWEVER, THAT THE VILLAGE SHALL BE
OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL
SURFACES (IN ANY MANNER SUITABLE TO THE VILLAGE) SO AS TO
RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND
SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY
CLEAN AND WORKMANLIKE CONDITION.

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)
THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF
THE VILLAGE OF HAMPSHIRE HAVE REVIEWED AND APPROVED THE
ABOVE PLAT.

DATED THIS ____ DAY OF _____, 20____.

SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)
APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE
VILLAGE OF HAMPSHIRE, ILLINOIS,

THIS ____ DAY OF _____, 20____.

VILLAGE PRESIDENT: _____

ATTEST: _____

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)
I, _____, VILLAGE COLLECTOR OF THE
VILLAGE OF HAMPSHIRE, DO HEREBY CERTIFY THAT THERE ARE NO
DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS
OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN
APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.

DATED AT HAMPSHIRE, KANE COUNTY, ILLINOIS.

THIS ____ DAY OF _____, 20____.

VILLAGE COLLECTOR

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)
I, _____, VILLAGE ENGINEER FOR THE
VILLAGE OF HAMPSHIRE, DO HEREBY CERTIFY THAT THE REQUIRED
IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE
COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED
IMPROVEMENTS.

DATED AT YORKVILLE, ILLINOIS THIS ____ DAY OF _____, 20____.

VILLAGE ENGINEER

GENERAL PROVISIONS COMMON TO ALL EASEMENTS:

NO FENCE, SHED OR ANY STRUCTURE SHALL BE ERRECTED WITHIN AN
EASEMENT THAT WILL OBSTRUCT OR PROHIBIT THE OVERLAND FLOW OF
STORMWATER, OR OBSTRUCT, IMPEDE, OR PRECLUDE READY ACCESS TO
ANY UTILITY FACILITY OR APPURTENANCE, SUCH AS AN EQUIPMENT
BOX, A CATCH BASIN, OR ANY OTHER SUCH FACILITY OR
APPURTENANCE.

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT
THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER
OBSTRUCTION THAT IS ERRECTED WITHIN A PUBLIC UTILITY EASEMENT,
VILLAGE UTILITY EASEMENT, UTILITY EASEMENT, DRAINAGE EASEMENT OR
EASEMENT FOR STORMWATER DETENTION BASIN, BE REMOVED AT NO
COST TO THE VILLAGE. THE COST OF REMOVAL AND REPLACEMENT OF
ANY OBSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER.

PUBLIC UTILITY EASEMENT PROVISIONS
(ELECTRIC AND COMMUNICATION)

COMED, AMERITECH, MEDIACOM CABLE SERVICES, AND OTHER UTILITY
COMPANIES PROVIDING ELECTRIC AND COMMUNICATIONS SERVICES, THEIR
RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY OR SEVERALLY ARE
HEREBY GIVEN EXCLUSIVE EASEMENT RIGHTS TO ALL PLATTED
EASEMENTS DESIGNATED "PUBLIC UTILITY EASEMENT" OR "P.U.E." AND
JOINT EASEMENT RIGHTS WITH THE VILLAGE OF HAMPSHIRE TO ALL
PLATTED EASEMENTS DESIGNATED "UTILITY EASEMENT" OR "UE" AND
EASEMENT RIGHTS IN ALL PLATTED STREETS AND ALLEYS TO INSTALL,
OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED
IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF
ELECTRICITY AND SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT TO
INSTALL REQUIRED SERVICE CONNECTIONS TO SERVE THE
IMPROVEMENTS OF EACH LOT, THE RIGHT TO CUT DOWN AND REMOVE
OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT
INTERFERE OR THREATEN TO INTERFERE WITH ANY OF SAID PUBLIC
UTILITY EQUIPMENT. THE LOCATION OF FACILITIES IN PLATTED STREETS
AND ALLEYS SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND
SHALL BE SUBJECT TO VILLAGE APPROVAL. NO PERMANENT BUILDINGS
OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE
USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES
THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES
OR THE RIGHTS HEREIN GRANTED. ALL UTILITY LINES SHALL BE
CONSTRUCTED UNDERGROUND. NO OVERHEAD LINES WILL BE PERMITTED.

PUBLIC UTILITY EASEMENT PROVISIONS
(NICOR)

NICOR, ITS SUCCESSOR AND ASSIGNS, IS HEREBY GIVEN EASEMENT
RIGHTS TO ALL PLATTED STREETS AND ALLEYS. SAID EASEMENT TO BE
FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS
MAINS AND APPURTENANCES. LOCATION OF MAINS AND APPURTENANCES
SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE
SUBJECT TO VILLAGE APPROVAL.

DRAINAGE EASEMENT PROVISIONS

THE VILLAGE OF HAMPSHIRE IS HEREBY GIVEN EASEMENT RIGHTS TO
ALL PLATTED EASEMENTS DESIGNATED "DRAINAGE EASEMENT" OR "DE"
TO INSTALL, OPERATE AND MAINTAIN UNDERGROUND AND SURFACE
DRAINAGE FACILITIES AND WATERCOURSES. SAID EASEMENTS SHALL BE
USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY
THE VILLAGE. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID
EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS,
LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER
INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN
GRANTED.

VILLAGE UTILITY EASEMENT PROVISIONS

THE VILLAGE OF HAMPSHIRE IS HEREBY GIVEN EASEMENT RIGHTS TO
ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENT",
TOGETHER WITH THE RIGHT OF ACCESS THERETO. SAID EASEMENTS
SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE
FROM TIME TO TIME, ABOVE GROUND AND UNDERGROUND FACILITIES
AND APPURTENANCES USED IN CONNECTION WITH THE WATER SYSTEM,
SANITARY SEWER SYSTEM AND STORM DRAINAGE SYSTEM OF THE
VILLAGE OF HAMPSHIRE. THESE EASEMENTS MAY BE GRADED AS
SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT
BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY
BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES
THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES
OR RIGHTS HEREIN GRANTED. TREES SHALL ONLY BE ALLOWED TO BE
PLACED IN SUCH LOCATIONS IN THE EASEMENT AS ARE APPROVED BY
THE VILLAGE STAFF TO AVOID ACTUAL CONFLICTS WITH UTILITIES.

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT
THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER
OBSTRUCTION THAT IS ERRECTED WITHIN A VILLAGE UTILITY EASEMENT,
BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF REMOVAL
AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER VILLAGE
EXPENSES ASSOCIATED THEREWITH SHALL BE THE SOLE RESPONSIBILITY
OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT
OBSTRUCTION IS LOCATED.

THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE
RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR
SHRUBBERY; PROVIDED, HOWEVER, THAT THE VILLAGE SHALL BE
OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL
SURFACES (IN ANY MANNER SUITABLE TO THE VILLAGE) SO AS TO
RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND
SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY
CLEAN AND WORKMANLIKE CONDITION.



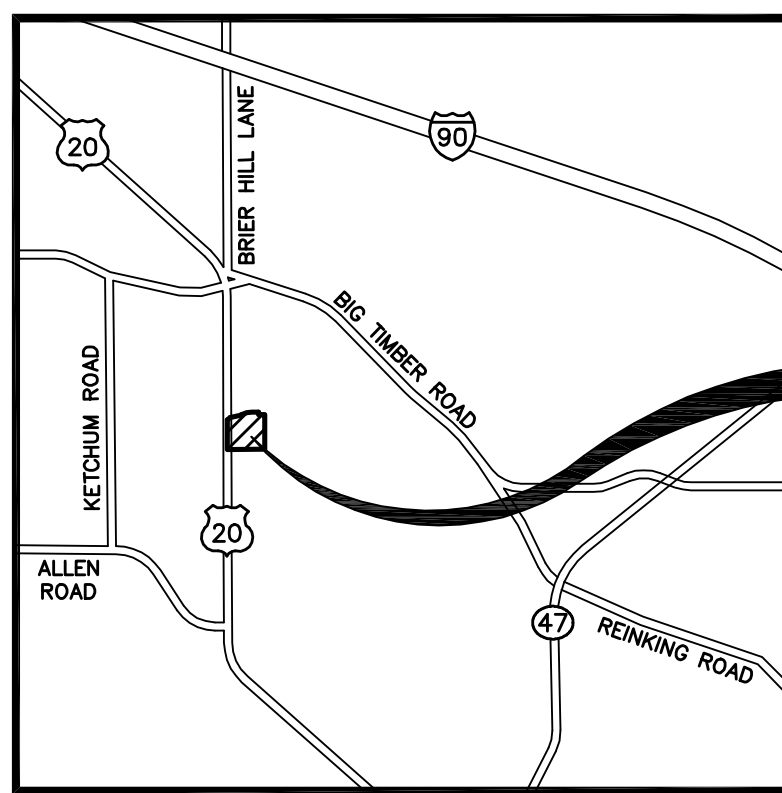
PREPARED BY:
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 456267 FILE NAME: SUBPLAT-F
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 06-21-23 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
CHECKED BY: JRP 06-09-23
REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED 08-03-23
REVISED 09-12-23\AJB PER VILLAGE COMMENTS DATED 09-07-23

FINAL PLAT OF SUBDIVISION FOR OAKSTEAD SUBDIVISION NEIGHBORHOOD G

PART OF THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN KANE COUNTY, ILLINOIS

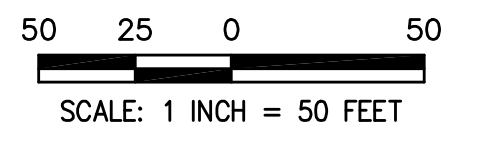


VICINITY MAP

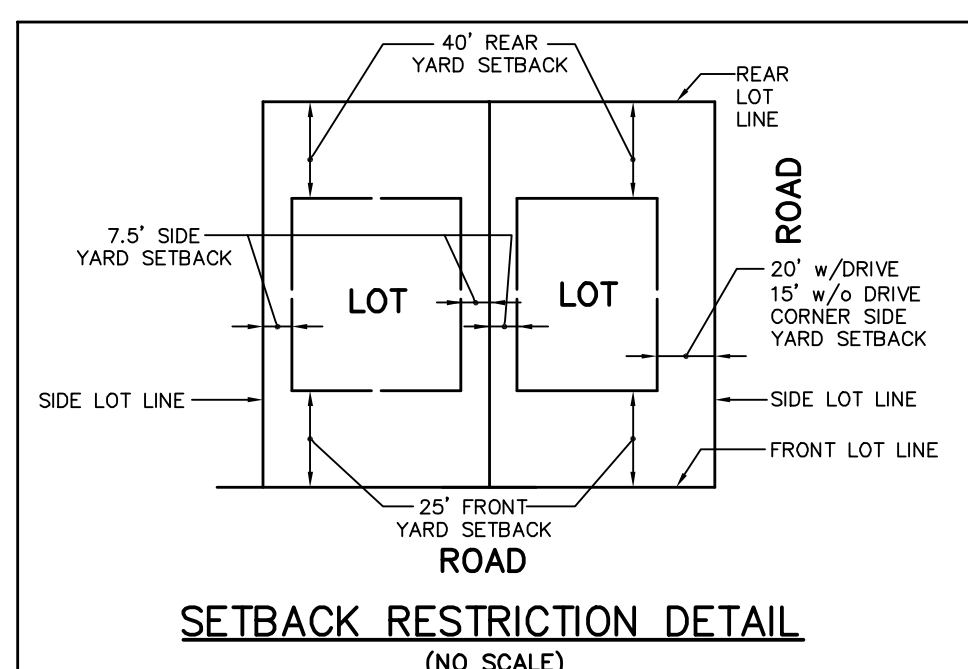
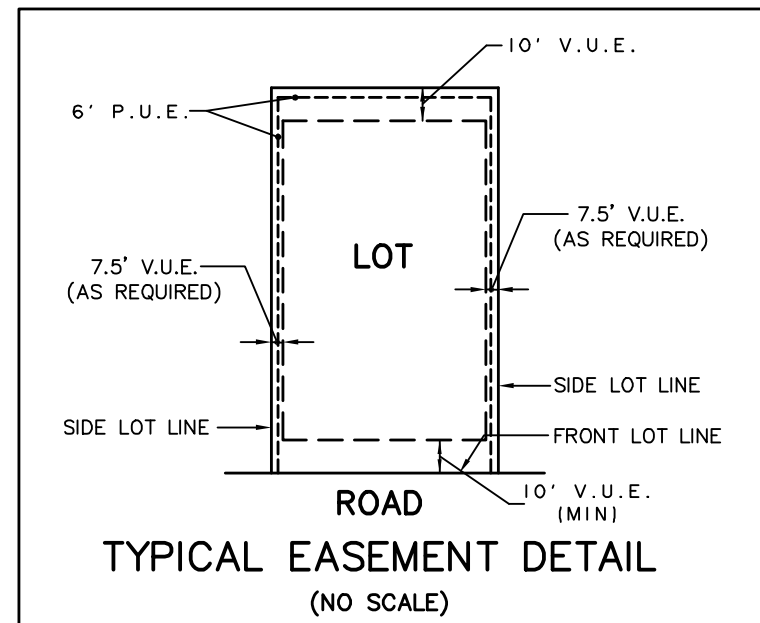
**SITE
LOCATION**

TOTAL AREA OF SUBDIVISION
9.983 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER
PART OF 01-13-400-007
HAMPSHIRE, ILLINOIS

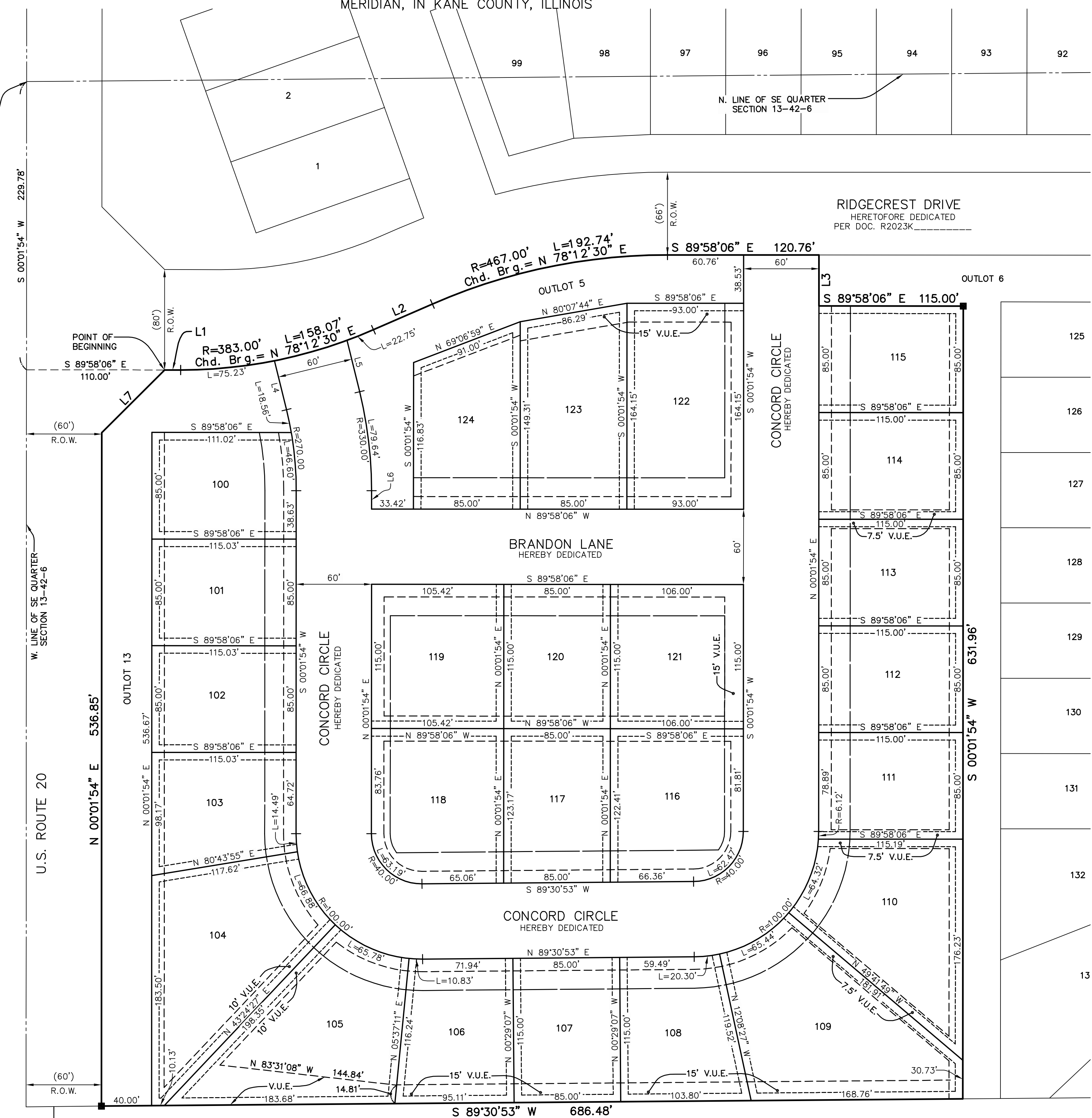


LINE	BEARING	LENGTH
L1	S 89°58'06" E	12.85'
L2	N 66°23'06" E	51.20'
L3	S 00°01'54" W	40.60'
L4	S 13°47'44" E	40.18'
L5	N 13°47'44" W	42.19'
L6	N 00°01'54" E	14.60'
L7	N 45°01'54" E	70.71'



LOT AREA SUMMARY TABLE			
LOT NUMBER	SQ. FT.	LOT NUMBER	SQ. FT.
100	9,715	114	9,775
101	9,777	115	9,775
102	9,777	116	12,588
103	10,214	117	10,437
104	17,576	118	12,685
105	16,446	119	12,124
106	10,232	120	9,775
107	9,775	121	12,190
108	10,588	122	15,266
109	18,162	123	13,322
110	15,390	124	11,311
111	9,775	OUTLOT 5	16,290
112	9,775	OUTLOT 13	27,659
113	9,775		

POINT OF COMMENCEMENT
NW CORNER OF
SE QUARTER OF
SECTION 13-42-6



NOTES

3/4 INCH IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

DIMENSIONS ENCLOSED WITH () ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED. ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.

V.U.E. - INDICATES VILLAGE UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

D.E. - INDICATES DRAINAGE EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

P.U.E. - INDICATES PUBLIC UTILITY EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

B.L. - BUILDING SETBACK LINE

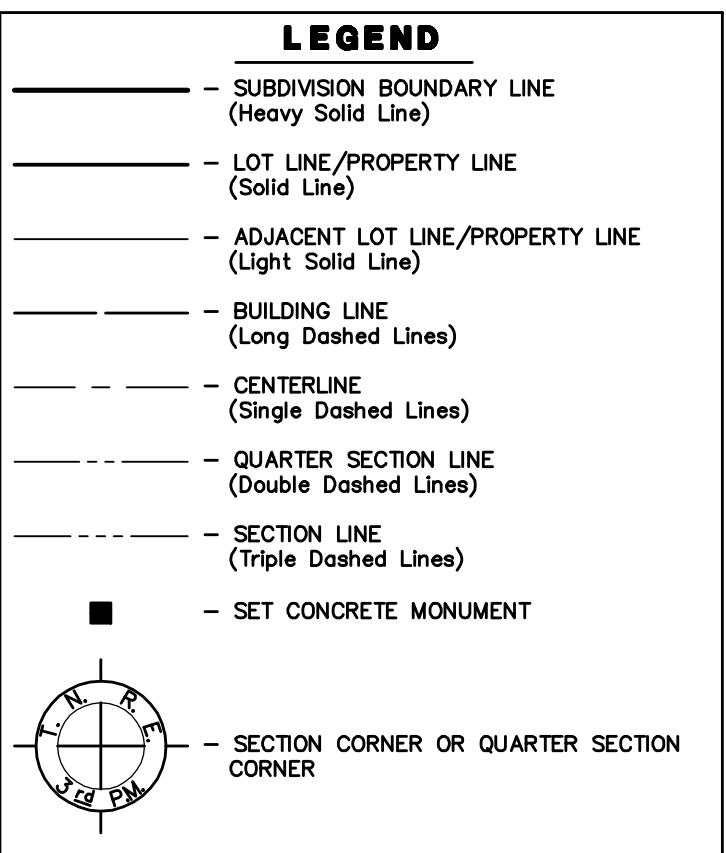
THE BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF THE SUBJECT SITE BEING S 00°02'05" W (ASSUMED).

GAP IN LOT NUMBERING DUE TO THE PREDEFINED LOT NUMBERING WITHIN THE ENTIRE OAKSTEAD DEVELOPMENT.

F.I.P. = FOUND IRON PIPE (Ø AS SHOWN)
F.I.R. = FOUND IRON ROD (Ø AS SHOWN)

ALL OUTLOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

A BLANKET VILLAGE UTILITY EASEMENT AND A BLANKET PUBLIC UTILITY EASEMENT ARE HEREBY GRANTED OVER ALL OF OUTLOTS 5 AND 13.



PREPARED FOR:
HAMPSHIRE EAST, LLC
1751 A. WEST DIEHL ROAD
NAPERVILLE, IL 60563
(630) 851-5490

PREPARED BY:
CEMCON, Ltd.
Civil & Surveying
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 456267 FILE NAME: SUBPLAT-G
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 06-21-23 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
CHECKED BY: JRP 06-09-23
REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED 08-03-23
REVISED 09-12-23\AJB PER VILLAGE COMMENTS DATED 09-07-23
Copyright © 2023 Cemcon, Ltd. All rights reserved.

DRAWING PATH: P:\ASSETS\DWG\DRAWINGS\PLATS\SUBPLAT-CDWG PLOT FILE CREATED: 9/12/2023 BY: TONY BLUES

KANE COUNTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)
ACCEPTED AND APPROVED THIS _____ DAY OF _____
A.D., 20____.

COUNTY ENGINEER

KANE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)
I, _____ COUNTY CLERK OF KANE
COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT
TAXES, NO UNPAID FORFEITED TAXES, NO UNPAID CURRENT GENERAL
TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND
INCLUDED IN THE ANNEXED PLAT.
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN
CONNECTION WITH THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT GENEVA,
ILLINOIS, THIS _____ DAY OF _____, A.D., 20____.

COUNTY CLERK

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT _____
AN ILLINOIS CORPORATION, IS THE FEE SIMPLE OWNER OF THE
PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND
HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED
AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH
AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY
ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE
THEREON INDICATED.
THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS
INDICATED ON THIS PLAT AS THOROUGHFARES, STREETS, ALLEYS AND
PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC,
GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY
UNDER FRANCHISE AGREEMENT WITH THE VILLAGE OF HAMPSHIRE, THEIR
SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE
STATED HEREON.
THE UNDERSIGNED FURTHER CERTIFIES THAT ALL OF THE LAND
INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF COMMUNITY
UNIT SCHOOL DISTRICT 300.
DATED AT NAPERVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.
HAMPSHIRE EAST LLC
1751 A WEST DIEHL ROAD
NAPERVILLE, IL 60563

TITLE: _____ TITLE: _____

(PRINTED NAME) (PRINTED NAME)

NOTARY CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)
I, _____, A NOTARY PUBLIC IN AND FOR THE
COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
_____, PERSONALLY KNOWN TO ME TO BE
OFFICERS OF HAMPSHIRE EAST, LLC, APPEARED BEFORE ME THIS DAY
AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID
INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND THE FREE AND
VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES
THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL
THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT HAMPSHIRE EAST, LLC IS THE OWNER OF THE
PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNER'S
KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS
OF SCHOOL DISTRICT(S)
COMMUNITY UNIT SCHOOL DISTRICT 300
DATED THIS _____ DAY OF _____, A.D., 20____
BY: _____ ATTEST: _____
TITLE: _____ TITLE: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 3483, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED,
SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH,
RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID
SECTION 13; THENCE SOUTH 00 DEGREES 01 MINUTE 54 SECONDS WEST, 229.78 FEET
ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE
SOUTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 110.00 FEET TO A POINT ON THE
SOUTHERLY RIGHT OF WAY LINE OF RIDGECREST DRIVE DEDICATED PER DOCUMENT
202_K _____ AND THE POINT OF BEGINNING; THE FOLLOWING FIVE
COURSES ARE ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 89
DEGREES 58 MINUTES 06 SECONDS EAST, 12.85 FEET; THENCE NORTHEASTERLY,
158.07 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 383.00 FEET AND
A CHORD BEARING NORTH 78 DEGREES 12 MINUTES 30 SECONDS EAST; THENCE
NORTH 66 DEGREES 23 MINUTES 06 SECONDS EAST, 51.20 FEET; THENCE EASTERLY,
192.74 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00 FEET AND
A CHORD BEARING NORTH 78 DEGREES 12 MINUTES 30 SECONDS EAST; THENCE
SOUTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 120.76 FEET; THENCE SOUTH 00
DEGREES 01 MINUTE 54 SECONDS WEST, 40.60 FEET; THENCE SOUTH 89 DEGREES 58
MINUTES 06 SECONDS EAST, 115.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 54
SECONDS WEST, 631.96 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS
WEST, 686.48 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 54 SECONDS EAST,
536.85 FEET; THENCE NORTH 45 DEGREES 01 MINUTE 54 SECONDS EAST, 70.71 FEET
TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.
I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE
REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN
FEET AND DECIMAL PARTS THEREOF IF FURTHER CERTIFY THAT PART OF THE ABOVE
DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA ZONE A
AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON F.I.R.M.
MAP PANEL 17089C0126J, DATED JUNE 2, 2015.

I FURTHER CERTIFY THAT I HAVE SET ALL SUBDIVISION MONUMENTS AND DESCRIBED
THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (ILLINOIS REVISED
STATUTES 1977, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS
SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HAMPSHIRE, ILLINOIS,
WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE
11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS,
THIS _____ DAY OF _____, 20____.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2025

STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE
VILLAGE OF HAMPSHIRE AND TO ITS SUCCESSORS AND ASSIGNS, OVER
ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT"
(abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT,
PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT,
REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE
STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL
NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER
MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES,
SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE
DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER
AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT
OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND
EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO
GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR
OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE
OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS
SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE
TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE
EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT
OF THE VILLAGE ENGINEER, BUT SAME MAY BE USED FOR PURPOSES
THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES
OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE
MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND
APPURTENANCES. THE VILLAGE OF HAMPSHIRE WILL PERFORM ONLY
EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE VILLAGE
ENGINEER OF THE VILLAGE OF HAMPSHIRE.

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT
THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER
OBSTRUCTION THAT IS ERRECTED WITHIN A STORMWATER MANAGEMENT
EASEMENT, BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF
REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER
VILLAGE EXPENSES ASSOCIATED THEREWITH SHALL BE THE SOLE
RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE
EASEMENT OBSTRUCTION IS LOCATED.

THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE
RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR
SHRUBBERY; PROVIDED, HOWEVER, THAT THE VILLAGE SHALL BE
OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL
SURFACES (IN ANY MANNER SUITABLE TO THE VILLAGE) SO AS TO
RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND
SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY
CLEAN AND WORKMANLIKE CONDITION.

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)
THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF
THE VILLAGE OF HAMPSHIRE HAVE REVIEWED AND APPROVED THE
ABOVE PLAT.
DATED THIS _____ DAY OF _____, 20____.

SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)
APPROVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE
VILLAGE OF HAMPSHIRE, ILLINOIS,
THIS _____ DAY OF _____, 20____.
VILLAGE PRESIDENT: _____
ATTEST: _____

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)
I, _____, VILLAGE COLLECTOR OF THE
VILLAGE OF HAMPSHIRE, DO HEREBY CERTIFY THAT THERE ARE NO
DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS
OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN
APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.
DATED AT HAMPSHIRE, KANE COUNTY, ILLINOIS.
THIS _____ DAY OF _____, 20____.

VILLAGE COLLECTOR

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF KANE)
I, _____, VILLAGE ENGINEER FOR THE
VILLAGE OF HAMPSHIRE, DO HEREBY CERTIFY THAT THE REQUIRED
IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE
COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED
IMPROVEMENTS.
DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF _____, 20____.

VILLAGE ENGINEER

GENERAL PROVISIONS COMMON TO ALL EASEMENTS:

NO FENCE, SHED OR ANY STRUCTURE SHALL BE ERRECTED WITHIN AN
EASEMENT THAT WILL OBSTRUCT OR PROHIBIT THE OVERLAND FLOW OF
STORMWATER, OR OBSTRUCT, IMPEDE, OR PRECLUDE READY ACCESS TO
ANY UTILITY FACILITY OR APPURTENANCE, SUCH AS AN EQUIPMENT
BOX, A CATCH BASIN, OR ANY OTHER SUCH FACILITY OR
APPURTENANCE.

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT
THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER
OBSTRUCTION THAT IS ERRECTED WITHIN A PUBLIC UTILITY EASEMENT,
VILLAGE UTILITY EASEMENT, UTILITY EASEMENT, DRAINAGE EASEMENT OR
EASEMENT FOR STORMWATER DETENTION BASIN, BE REMOVED AT NO
COST TO THE VILLAGE. THE COST OF REMOVAL AND REPLACEMENT OF
ANY OBSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER.

**PUBLIC UTILITY EASEMENT PROVISIONS
(ELECTRIC AND COMMUNICATION)**

COMED, AMERITECH, MEDIACOM CABLE SERVICES, AND OTHER UTILITY
COMPANIES PROVIDING ELECTRIC AND COMMUNICATIONS SERVICES, THEIR
RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY OR SEVERALLY ARE
HEREBY GIVEN EXCLUSIVE EASEMENT RIGHTS TO ALL PLATTED
EASEMENTS DESIGNATED "PUBLIC UTILITY EASEMENT" OR "P.U.E." AND
JOINT EASEMENT RIGHTS WITH THE VILLAGE OF HAMPSHIRE TO ALL
PLATTED EASEMENTS DESIGNATED "UTILITY EASEMENT" OR "UE" AND
EASEMENT RIGHTS IN ALL PLATTED STREETS AND ALLEYS TO INSTALL,
OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED
IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF
ELECTRICITY AND SOUNDS AND SIGNALS, TOGETHER WITH THE RIGHT TO
INSTALL REQUIRED SERVICE CONNECTIONS TO SERVE THE
IMPROVEMENTS OF EACH LOT, THE RIGHT TO CUT DOWN AND REMOVE
OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT
INTERFERE OR THREATEN TO INTERFERE WITH ANY OF SAID PUBLIC
UTILITY EQUIPMENT. THE LOCATION OF FACILITIES IN PLATTED STREETS
AND ALLEYS SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND
SHALL BE SUBJECT TO VILLAGE APPROVAL. NO PERMANENT BUILDINGS
OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE
USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES
THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES
OR THE RIGHTS HEREIN GRANTED. ALL UTILITY LINES SHALL BE
CONSTRUCTED UNDERGROUND. NO OVERHEAD LINES WILL BE PERMITTED.

**PUBLIC UTILITY EASEMENT PROVISIONS
(NICOR)**

NICOR, ITS SUCCESSOR AND ASSIGNS, IS HEREBY GIVEN EASEMENT
RIGHTS TO ALL PLATTED STREETS AND ALLEYS. SAID EASEMENT TO BE
FOR THE INSTALLATION, RELOCATION, RENEWAL AND REMOVAL OF GAS
MAINS AND APPURTENANCES. LOCATION OF MAINS AND APPURTENANCES
SHALL NOT CONFLICT WITH PUBLIC IMPROVEMENTS AND SHALL BE
SUBJECT TO VILLAGE APPROVAL.

DRAINAGE EASEMENT PROVISIONS

THE VILLAGE OF HAMPSHIRE IS HEREBY GIVEN EASEMENT RIGHTS TO
ALL PLATTED EASEMENTS DESIGNATED "DRAINAGE EASEMENT" OR "DE"
TO INSTALL, OPERATE AND MAINTAIN UNDERGROUND AND SURFACE
DRAINAGE FACILITIES AND WATERCOURSES. SAID EASEMENTS SHALL BE
USED FOR NO OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY
THE VILLAGE. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID
EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS,
LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER
INTERFERE WITH THE AFORESAID USES OR THE RIGHTS HEREIN
GRANTED.

VILLAGE UTILITY EASEMENT PROVISIONS

THE VILLAGE OF HAMPSHIRE IS HEREBY GIVEN EASEMENT RIGHTS TO
ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENT",
TOGETHER WITH THE RIGHT OF ACCESS THERETO. SAID EASEMENTS
SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE
FROM TIME TO TIME, ABOVE GROUND AND UNDERGROUND FACILITIES
AND APPURTENANCES USED IN CONNECTION WITH THE WATER SYSTEM,
SANITARY SEWER SYSTEM AND STORM DRAINAGE SYSTEM OF THE
VILLAGE OF HAMPSHIRE. THESE EASEMENTS MAY BE GRADED AS
SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT
BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY
BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES
THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES
OR RIGHTS HEREIN GRANTED. TREES SHALL ONLY BE ALLOWED TO BE
PLACED IN SUCH LOCATIONS IN THE EASEMENT AS ARE APPROVED BY
THE VILLAGE STAFF TO AVOID ACTUAL CONFLICTS WITH UTILITIES.

THE VILLAGE OF HAMPSHIRE AND ITS REPRESENTATIVES SHALL, AT
THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER
OBSTRUCTION THAT IS ERRECTED WITHIN A VILLAGE UTILITY EASEMENT,
BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF REMOVAL
AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER VILLAGE
EXPENSES ASSOCIATED THEREWITH SHALL BE THE SOLE RESPONSIBILITY
OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT
OBSTRUCTION IS LOCATED.

THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE
RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR
SHRUBBERY; PROVIDED, HOWEVER, THAT THE VILLAGE SHALL BE
OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL
SURFACES (IN ANY MANNER SUITABLE TO THE VILLAGE) SO AS TO
RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND
SPOIL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY
CLEAN AND WORKMANLIKE CONDITION.

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 Ph: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com
DISC NO.: 456267 FILE NAME: SUBPLAT-G
DRAWN BY: AJB FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 06-21-23 JOB NO.: 456.267
PROJECT REFERENCE: 456.209
CHECKED BY: JRP 06-09-23
REVISED 08-14-23\AJB PER VILLAGE COMMENTS DATED 08-03-23
REVISED 09-12-23\AJB PER VILLAGE COMMENTS DATED 09-07-23
Copyright © 2023 Cemcon, Ltd. All rights reserved.

AGENDA SUPPLEMENT

TO: Village President and Board of Trustees
Village Manager
FROM: Mark Schuster / Village Attorney
DATE: September 21, 2023
RE: Crown / Oakstead Subdivision – Recapture for Water Main Extension

Background

In order to facilitate the Oakstead Subdivision, it is necessary to construct a certain water main extending from an existing pressure reducing valve (PRV) station on US Highway 20 to the northwest corner of the Oakstead property (near the Big Timber/ US Highway 20 intersection).

The need for this water main extension was identified in the 2005 Tri-Party Integrated Systems Agreement among Crown, Brier Hill and the Village. Because i) Brier Hill Crossing is not yet ready to proceed with development of its property; and ii) it is the obligation of Brier Hill to construct this water main extension; and iii) Brier Hill will benefit from this water main, the two parties have agreed that Crown (Hampshire East, LLC) will construct the water main, and that Brier Hill will reimburse the costs to Crown when its develops in the future.

Illinois law allows a municipality to require such reimbursement of costs for public improvements by written agreement to be recorded against the benefited property. 65 ILCS 5/9-5-1. In this setting, the Village – as the permitting authority – collects from a benefited property owner the agreed payment before allowing use of the public improvements by the benefited owner. In this case, reimbursement would be due before connection to the water main by any of the future users in the Brier Hill Crossing Business Park.

Accordingly, a written Recapture Agreement has been prepared to memorialize this agreement between Crown and Brier Hill.

Note that the Agreement also contains an appropriate dedication of Village Utility Easement; and a plat of easement depicting the location (along US Highway 20) of the water main to be constructed.

Action(s) Needed

- A. Review and approve an Ordinance approving reimbursement of costs related to construction of the proposed water main extension.
- B. Follow up with recording the Ordinance / Agreement.

No. 23 -

**AN ORDINANCE
APPROVING AN AGREEMENT FOR REIMBURSEMENT OF CERTAIN COSTS
RELATED TO THE CONSTRUCTION OF A WATER MAIN CONNECTION AS
PART OF THE VILLAGE WATER SUPPLY AND DISTRIBUTION SYSTEM
(Hampshire East, LLC - Oakstead)**

WHEREAS, Hampshire East, LLC has developed a certain tract in the Village, commonly identified as the Oakstead Subdivision; and

WHEREAS, it is necessary for said subdivision to connect to the Village's water supply and distribution system in order to provide potable water to said subdivision; and

WHEREAS, construction of an appropriate connection to the water supply and distribution system, as described in the Tri-Party Integrated Systems Agreement dated April 28, 2005, is the responsibility of with Brier Hill Crossing, LLC, and is due to be installed as a part of the development plans for and construction of improvements related to the Brier Hill Crossing Business Park in the Village; and

WHEREAS, final planning for and construction of improvements in the Brier Hill Crossing Business Park has not commenced as of this time; and

WHEREAS, Hampshire East is prepared to move forward with development of the Oakstead Subdivision at this time;

WHEREAS, Hampshire East and Brier Hill Crossing have agreed that Hampshire East will bear the cost of construction of an appropriate water main connection between the pressure reducing valve station located on US Highway 20 northwest of the Brier Hill Crossing Property to a point near the intersection of Big Timber Road and US Highway 20, immediately adjacent to the Oakstead Subdivision, so as to facilitate present development in the Oakstead Subdivision, subject to a right of Hampshire East to recover from Brier Hill Crossing a sum not to exceed Six Hundred Fifty Thousand, Six Hundred Ninety-Five Thousand (\$650,695.00) Dollars for the expense of such construction; and

WHEREAS, the parties have concluded a written agreement for reimbursement of said cost of constructing the water main connection improvements, consistent with the requirements of the Illinois Municipal Code, 65 ILCS 5/9-5-1; and

WHEREAS, the Corporate Authorities deem it necessary and advisable to approve said agreement at this time.

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

Section 1. The attached agreement, entitled "Recapture Agreement for the Water Main Extension, between Hampshire East, LLC, Brier Hill Crossing, LLC and the Village of Hampshire," shall be and is hereby approved.

Section 2. The Village President shall be and hereby is authorized to execute, and the Village Clerk to attest, said Agreement by and on behalf of the Village.

Section 3. The Village Clerk shall, upon execution of the agreement, deliver it to Hampshire East, LLC, who shall record same in the Office of the Kane County Recorder, as soon as practicable; and proof of such recording shall be filed with the Village Clerk thereafter.

Section 4. If any provision of this Ordinance shall be held invalid, the remainder of this Ordinance shall not be affected thereby.

Section 5. All ordinances, resolutions, or motions in conflict with this Ordinance are to the extent of such conflict hereby superseded and waived.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, according to law.

Section 7. The provisions of this Ordinance shall remain in full force and effect until the earlier of the following: either such time as Hampshire East, LLC has received payment in full of the amount specified in the Recapture Agreement; or the date which is twenty (20) years after the date of this enactment, all in accordance with the terms of the Agreement.

ADOPTED THIS ____ DAY OF _____, 2023, in accordance with a roll call vote as follows.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS ____ DAY OF _____, 2023.

Michael J. Reid, Jr.
Village President

ATTEST:

Linda Vasquez
Village Clerk

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

The undersigned hereby certifies:

1. I am the Village Clerk for the Village of Hampshire, Kane County, Illinois.
2. On _____, 2023, the Corporate Authorities of the Village enacted this Ordinance No. 23 - _____, which provided by its terms that it shall be published in pamphlet form.
3. The pamphlet form of this Ordinance was duly prepared by me, and a copy of said Ordinance was thereafter posted in the Village Hall at 234 South State Street in the Village, commencing on September _____, 2023 and continuing thereafter for at least the next following ten (10) days.
4. A copy of this Ordinance was also available for public inspection, after the date of its enactment, and upon request, at the Office of the Village Clerk.

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 _____, 2010, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 10 - _____, entitled:

AN ORDINANCE
APPROVING AN AGREEMENT FOR REIMBURSEMENT OF CERTAIN COSTS
ASSOCIATED WITH THE CONSTRUCTION OF IMPROVEMENTS TO THE
HAMPSHIRE CREEK INTERCEPTOR SEWER IN THE VILLAGE
(Hampshire East, LLC)

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 _____, 2010.

Linda Vasquez
Village Clerk

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Nelly Rosenberg
Gould & Ratner LLP
222 North LaSalle Street, Suite 300
Chicago, Illinois 60601

THE ABOVE SPACE FOR RECORDER'S USE

RECAPTURE AGREEMENT

FOR THE WATER MAIN EXTENSION

BETWEEN

HAMPSHIRE EAST LLC, AN ILLINOIS LIMITED LIABILITY COMPANY,

BRIER HILL CROSSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

AND

VILLAGE OF HAMPSHIRE, AN ILLINOIS MUNICIPAL CORPORATION.

1. Recitals2

2. Definitions.....3

5. Brier Hill Property.....6

6. Recapture Amount Due From Owner of the Brier Hill Property.....7

7. Right to Connect.8

8. Collection and Payment of Fees.....8

9. Limitation on Village’s Obligations to Deliver Recapture Amount to Developer9

10. Brier Hill Property Easement9

11. Indemnification.10

12. Term10

13. Books and Records.....10

14. Notice.....11

15. Successors and Assigns11

16. Merger/Amendment12

17. Remedies.....12

18. No Third Party Beneficiaries13

19. Captions and Designations/Exhibits.....13

20. Severability14

21. Further Assurances.....14

22. Authorizations14

EXHIBITS LIST

EXHIBIT DESCRIPTION

Legal Description of Developer’s Property A

Legal Description of Brier Hill Property..... B

Water Main Extension C

Estimate Cost of the Water Main Extension..... D

Certified Cost of the Water Main Extension E

Brier Hill Property Easement F

THIS RECAPTURE AGREEMENT (“Agreement”) is made and entered into as of _____, 2023 (the “Effective Date”), by and between **HAMPSHIRE EAST LLC, an Illinois Limited Liability Company** (“Developer”), **BRIER HILL CROSSING, LLC, a Delaware limited liability company** (“Brier Hill”), and the **VILLAGE OF HAMPSHIRE, an Illinois municipal corporation**, located in Kane County, Illinois (the “Village”). Developer, Brier Hill and the Village are hereinafter individually referred to as a “Party” and collectively as the “Parties.”

RECITALS:

A. Developer is the developer of a parcel of real estate consisting of approximately 560.701 acres, and generally known as the “Oakstead” community (the “Property”), which is legally described on **Exhibit A**, attached hereto.

B. Developer and the Village have previously entered into an Annexation Agreement and Amendment to Annexation Agreement dated March 18, 2021 (the “Annexation Agreement”) concerning the Property and other properties in the Village.

C. Brier Hill is the owner of a parcel of real estate adjacent to Oakstead (the “Brier Hill Property”), which is legally described on **Exhibit B**, attached hereto.

D. In connection with the Annexation Agreement, the Village has requested that Developer design, obtain permitting for, and construct the “Water Main Extension” (as defined in Paragraph 2(k) of this Agreement), to be located on the Brier Hill Property and which shall benefit the Brier Hill Property and the Property.

E. Pursuant to the Annexation Agreement, the Developer shall be entitled to recapture amounts paid for the Water Main Extension. The parties agree that the recapture amounts shall be collected by the Village from the Owner of the Brier Hill Property as and when provided below. Notwithstanding any provision of Section 9.2 of the Annexation Agreement to

the contrary, the intent of this Agreement is that Developer shall be entitled to recover certain costs, to the extent described in this Agreement, that it expends for the Water Main Extension, but in no event more than \$650,695.00.

F. The planned growth of the Village and the health, safety and welfare of the residents of the Village will be furthered by construction of the Water Main Extension

G. The Parties are entering into this Agreement pursuant to: (a) the authority granted in Division 5 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9-5-1 and 5/9-5-2, (b) the authority granted in the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and of Act 220 of Chapter 5 of the Illinois Compiled Statutes (5 ILCS 220/1 *et seq.*); (c) the Village's general police powers; and (d) the provisions of the Annexation Agreement.

H. The Village has adopted and shall adopt the necessary ordinances required by state statute to approve this Agreement and to authorize the payment of the Recapture Amount.

I. In reliance on the Village's and Brier Hill's covenants, agreements and representations contained in this Agreement and the Annexation Agreement, Developer has and shall incur substantial costs in funding the construction of the Water Main Extension.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are material to this Agreement and are expressly incorporated into and made a part of this Agreement as fully as though set forth in their entirety in this Paragraph 1. The Parties acknowledge the accuracy and truth of the foregoing recitals.

2. **Definitions.**

(a) “**Brier Hill Property**” refers to the parcel of real estate legally described on **Exhibit B** attached hereto.

(b) “**Certified Cost**” refers to the amount to be certified by the Village as the final actual cost to design, obtain permitting for, and construct the Water Main Extension. As of the date of this Agreement, the Certified Cost is not known because the project is not yet completed.

(c) “**Connection**” or “**Connecting**” refers to the date the first building permit for the construction of above-ground improvements (excluding improvements related to utilities and structures related thereto or other miscellaneous structures) anywhere on the Brier Hill Property is issued.

(d) “**Date of Completion**” refers to the date the Village determines that the Water Main Extension is complete and operational.

(e) “**Developer**” refers to Hampshire East LLC, an Illinois Limited Liability Company, or its assignee.

(f) “**Developer’s Property**” refers to the approximate 559.4 acres generally known as “Oakstead.”

(g) “**Owner of the Brier Hill Property**” refers to Brier Hill or the subsequent record title holders of the Brier Hill Property or any portion thereof.

(h) **“Permanent Index Numbers (PIN)”** refers to the convention used by the County Recorder’s Office for identifying parcels of property by township, section, lot and block.

(i) **“Recapture Amount”** refers to the allocation of the Certified Cost set forth in Paragraph 6(a) to be due and owing from the Owner of the Brier Hill Property.

(j) **“Village”** refers to the Village of Hampshire.

(k) **“Water Main Extension”** refers to the water main and related potable water facilities to be constructed on the Brier Hill Property, as depicted in the EEI Water System Plan attached hereto as Exhibit C.

3. **Construction of Water Main Extension.** At such time as Developer deems appropriate to install the Water Main Extension (taking into consideration the development schedule for the Developer’s Property), Developer shall design, obtain permitting for, and construct the Water Main Extension on the Brier Hill Property as depicted on Exhibit C. Developer shall prepare plans and specifications for each component of the Water Main Extension (the “Water Main Extension Plans”), and submit the same to the Village for the Village engineer’s review and approval. A copy of such plans shall be provided to the Owner of the Brier Hill Property. The Village shall have thirty (30) days to review and approve the Water Main Extension Plans. The Village engineer's review of the Water Main Extension Plans shall be consistent with the standards applicable to similar improvements in the Chicago metropolitan area.

4. **Certified Cost and Certified Capacity.**

(a) The current estimate for the cost of the Water Main Extension is \$650,695.00 (the "Estimate Cost"), as detailed on the engineer's preliminary opinion attached hereto as **Exhibit D**. The Estimate Cost of the Water Main Extension is subject to change.

(b) The Certified Cost of constructing each component of the Water Main Extension shall include the following:

(i) All engineering costs and expense for preparation of the plans and specifications for each component of the Water Main Extension, and any revision thereto, and all other engineering costs and expenses incurred by Developer and the Village in designing and constructing the Water Main Extension.

(ii) The total amounts paid in connection with the construction of each component of the Water Main Extension which shall be verified by the Village engineer's review of schedules of values, contracts, final waivers of lien, and proofs of payment;

(iii) Any and all permit fees, construction engineering fees paid to the Village, or any other governmental agencies having jurisdiction over the Brier Hill Property or the Developer's Property, in connection with the construction of each component of the Water Main Extension;

(iv) All costs and expenses paid or incurred in connection with the securing of any easements or licenses necessary to the construction, installation, and completion of each component of the Water Main Extension; and

(v) All costs and expenses paid or incurred by the Village, Developer, or their contractors in connection with the repair or replacement of each component of the Water Main Extension prior to the Water Main Extension being put in operation.

(c) Within thirty (30) days after the Date of Completion, the Village shall certify the Certified Cost for the Water Main Extension. The Certified Cost shall be attached to this Agreement as Exhibit E, which Agreement shall then be re-recorded against the Brier Hill Property.

5. **Brier Hill Property.**

(a) **Brier Hill Property.** Developer's construction of the Water Main Extension has made it possible for the Village to provide water service to the Brier Hill Property.

(b) **Amendment to PIN.** In the event the County changes the permanent index numbers of any portion of the Brier Hill Property, the Village Manager shall amend Exhibit B to reflect the current and correct PIN.

(c) **Additional Properties with Consent of Developer.** In the event that a property other than Developer's Property or the Brier Hill Property seeks to connect to the Water Main Extension, the Village shall give Developer thirty (30) days written notice of its intent to serve such property, and Developer shall not unreasonably withhold its consent to including such property, unless the inclusion of such property will increase

Developer's cost of funding the Water Main Extension or diminish Developer's reserved capacity.

6. **Recapture Amount Due From Owner of the Brier Hill Property.**

(a) **Allocation of Certified Costs.** Up to \$650,695.00 of the Certified Cost shall be allocated to the Brier Hill Property. The parties agree that this allocation is reasonable and will result in the fair distribution of costs. The Village agrees to require the Owner of the Brier Hill Property to pay its recapture obligation as determined herein.

(b) **Time of Payment of Recapture Amount.** In the event the Owner of the Brier Hill Property secures Connection *before* the final costs are certified, the Village shall require the Owner of the Brier Hill Property to deposit with the Village the amount set forth as the Estimated Cost on Exhibit B. The Owner of the Brier Hill Property shall make such deposit within thirty (30) days after Connection. Upon approval of the Certified Cost, the Village shall first i) if the Certified Cost is less than the Estimated Cost, refund to the Owner of the Brier Hill Property any excess of the deposit over the Certified Cost; and then ii) pursuant to Par. 8 below, deliver to Developer the balance of the deposit, being the Recapture Amount.

In the event the Owner of the Brier Hill Property secures Connection *after* the final costs are certified, the Village shall require the Owner of the Brier Hill Property to make full payment of the Recapture Amount within thirty (30) days after Connection.

In no event shall the Village permit the Brier Hill Property to connect to or use the Water Main Extension until the Owner of the Brier Hill Property has made full payment of the Recapture Amount then due.

In the event construction of the Water Main Extension has not commenced within ten (10) years from the Effective Date, the Owner of the Brier Hill Property shall be released from its obligation to pay the Recapture Amount.

(c) **Payment of Interest on Recapture Amount.** The Owner of the Brier Hill Property shall not be required to pay any interest on the Recapture Amount.

(d) **Payment of Administrative Fee.** In addition to the payment of the Recapture Amount, the Owner of the Brier Hill Property shall upon payment of the Recapture Amount pay an Administrative Fee to the Village equal to \$650.00.

(e) **Satisfaction of Recapture Obligations.** Once the Certified Cost of constructing the Water Main Extension has been fully paid to Developer, the Owner of the Brier Hill Property shall have no further obligations to pay a recapture for the Water Main Extension.

(f) **Village Cooperation.** The Village shall use its best efforts to include in any agreement entered into after the date of this Agreement with any Owner of the Brier Hill Property a restatement of the requirement that said owner shall pay the Recapture Amount provided for herein and to waive any right to contest the legality or enforceability of this Agreement and their obligation to pay such Recapture Amount.

7. **Right to Connect.** The Owner of the Brier Hill Property may be permitted to connect to the Water Main Extension, and to extensions thereto, provided capacity is available and provided the Owner of the Brier Hill Property shall have first paid to the Village the Recapture Amount.

8. **Collection and Payment of Fees.** The Village shall act as collection agent for the Recapture Amount that is payable under the terms of this Agreement by the Owner of the Brier

Hill Property. The Village shall forward to Developer the Recapture Amount, within 30 days of receipt thereof when it receives such Recapture Amount from the Owner of the Brier Hill Property. At the request of Developer, the Village shall furnish a copy of any receipt issued to said Owner upon receipt of payment.

9. **Limitation on Village's Obligations to Deliver Recapture Amount to Developer.**

The Village's obligation to deliver over to Developer the Recapture Amount collected from the Owner of the Brier Hill Property constitutes a limited obligation of the Village payable solely from monies received by the Village from the Owner of the Brier Hill Property. Said obligation does not now and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the Village from liability in the event of willful or intentional failure to perform the duties assumed by it hereunder as collection agent provided that Developer shall first notify the Village promptly after first discovering any such failure, pursuant to Section 14 below, subject to the remedies provided in Section 17 below.

10. **Brier Hill Property Easement.** Brier Hill shall grant for the benefit of the Village and Developer, at no cost to Developer or the Village, the easement for the construction, installation, repair, and maintenance of the Water Main Extension, and access related thereto, in the form attached hereto as **Exhibit F** (the "Brier Hill Easement"). The Brier Hill Easement shall be recorded contemporaneously with this Agreement. Should Developer or Village elect to order a survey or title policy for the Brier Hill Easement, it shall be at the Developer's cost and the

Owner of the Brier Hill Property shall cooperate with the Developer in obtaining any such survey or title policy.

11. **Indemnification.** Developer and the Owner of the Brier Hill Property shall indemnify, defend and hold harmless the Village, its President, Trustees, the Village Clerk, employees, agents, representatives, attorneys and engineers (“Village Indemnified Parties”), in both their official and individual capacities, from and against any litigation arising out of or in any way relating to the operation of or terms of this Agreement (other than litigation arising out of or relating to the wrongful acts or omissions of the Village Indemnified Parties or the claims or demands of Developer originating under this Agreement).

12. **Term.** This Agreement shall remain in full force and effect until the first to occur of: (a) such time as Developer has fully recaptured the Recapture Amount; or (b) the date which is 20 years from the date of the certification of the Certified Cost as determined by the Village Engineer.

13. **Books and Records.** Developer and the Village shall maintain complete books and records showing their respective expenses kept in accordance with generally accepted accounting principles for construction of the Water Main Extension, and the Village shall keep and maintain complete books and records showing the Recapture Amount collected by it. The maintenance of such books and records by the Village shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the Village, Owner of the Brier Hill Property and Developer during normal business hours, upon request being made a reasonable period of time prior thereto.

14. **Notice.** Any notice which any Party hereto may desire or may be required to give to any other Party shall be in writing, and shall either be mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by an overnight courier service (e.g., by Federal Express) to the respective addresses of the Parties set forth below. Mailed notices shall be deemed given two business days after the mailing thereof; notices delivered by an overnight courier service shall be deemed given the day following their delivery to such service. Any such notice may be served by personal delivery thereof to the other Party which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the Village:	Village of Hampshire 234 S. State Street Hampshire, IL 60140-0457 Attention: Village Clerk
If to Developer:	Hampshire East LLC 1751 West Diehl Road, Suite A Naperville, IL 60563 Attention: Theresa O. Frankiewicz
Copy to:	Gould & Ratner LLP 222 North LaSalle Street, Suite 300 Chicago, Illinois 60601 Attention: John Mays
If to Brier Hill:	Brier Hill Crossing, LLC 1 Overlook Point, Suite 100 Lincolnshire Corporate Center Lincolnshire, IL 60069

Provided, any Party may, from time to time, designate in a written notice to the other Party provided in accordance with the provisions of this Section, a different address for notice purposes.

15. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developer who have been designated in

writing by Developer as being parties intended to be benefited and burdened by the provisions of this Agreement, the successors, grantees and assigns of the Owner of the Brier Hill Property and upon successor Corporate Authorities. Notwithstanding anything contained herein to the contrary, Developer may assign its rights and delegate its duties and obligations hereunder. No delegation of Developer's duties and obligations, however, shall relieve Developer of its obligations and liabilities under this Agreement, unless said third party purchaser fully accepts and assumes responsibility, in writing directed to the Village, for all duties and obligations of Developer relating to the Developer's Property, or such portion thereof as is being sold, assigned, or otherwise conveyed. Developer's right to recapture the Recapture Amount shall not be affected by a sale, assignment or other conveyance in whole or in part, of the Developer's Property. Nothing contained in this Article shall limit or restrict Developer's right to assign to others its right to receive the Recapture Amount paid under and pursuant to this Agreement.

16. **Merger/Amendment.** This Agreement and the Annexation Agreement contain the entire agreement of the Parties relative to the subject matter hereof. The same may be modified only by a written instrument executed by the Party to be charged. In the event of any inconsistency between the terms of this Agreement and the terms of the Annexation Agreement, the terms of this Agreement shall control.

17. **Remedies.**

(a) It is agreed that the Parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement. No action taken by any Party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement or the Annexation Agreement

shall be deemed to constitute an election of remedies and all remedies 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.

(b) In the event of a material breach of this Agreement, the Party claiming breach shall give prompt written notice of such alleged breach to the other Party and the Party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to the seeking by the Party affected by such default of any remedy provided for herein (provided, however that said 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).

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

18. **No Third Party Beneficiaries.** Except as otherwise specified herein, the provisions of this Agreement are for the exclusive benefit of the Village, the Owner of the Brier Hill Property and the Developer, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person or entity.

19. **Captions and Designations/Exhibits.** Throughout this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice

versa, unless the context otherwise requires. Article numbers and caption headings are purely descriptive and shall be disregarded in construing this Agreement. All exhibits to this Agreement are expressly incorporated herein by this reference thereto.

20. **Severability**. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of the Recapture Amount payable hereunder exceeds the amount that may be recaptured by Developer under currently existing or subsequently enacted law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the Recapture Amount may be given force and effect. No Party to this Agreement shall contest the validity or enforceability, or assert the invalidity or unenforceability of any provision of this Agreement.

21. **Further Assurances**. 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 such terms and provisions and in furthering the intentions of the Parties as evidenced by such terms and provisions. Specifically, but without limitation, the Village shall enact such resolutions and ordinances and take such other actions as may be necessary or desirable to enable the Village and Developer to comply with and effectuate the terms and provisions hereof and to further the intentions of the Parties as evidenced by the terms and provisions of this Agreement.

22. **Authorizations**. The Parties represent and warrant that the individuals executing this Agreement on their behalf have been duly authorized to do so and that all necessary actions,

authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized corporate officers all as of the day and year first above written.

**VILLAGE OF HAMPSHIRE, an Illinois
municipal corporation**

By: _____
Michael J. Reid, Jr.
Its: President

ATTEST:

By: _____
Its: Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the Village President and Village Clerk, respectively, of the **VILLAGE OF HAMPSHIRE**, and personally known to me to be the same persons whose names are subscribed to the foregoing Recapture Agreement, appeared before me this day in person and severally acknowledged that as such Village Mayor and Village Clerk, they signed and delivered said Recapture Agreement, pursuant to authority given by the Board of Trustees of said village, as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2023.

Notary Public

HAMPSHIRE EAST LLC, an Illinois Limited Liability Company

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of **Hampshire East LLC, an Illinois Limited Liability Company**, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Recapture Agreement, on behalf of the Limited Liability Company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2023.

Notary Public

BRIER HILL CROSSING, LLC, a Delaware limited liability company

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of **Brier Hill Crossing, LLC, a Delaware limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Recapture Agreement, on behalf of the Limited Liability Company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2023.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[to be attached]

EXHIBIT B

LEGAL DESCRIPTION OF THE BRIER HILL PROPERTY

[to be attached]

LEGAL DESCRIPTION OF THE BRIER HILL PROPERTY:

PIN OF THE BRIER HILL PROPERTY:

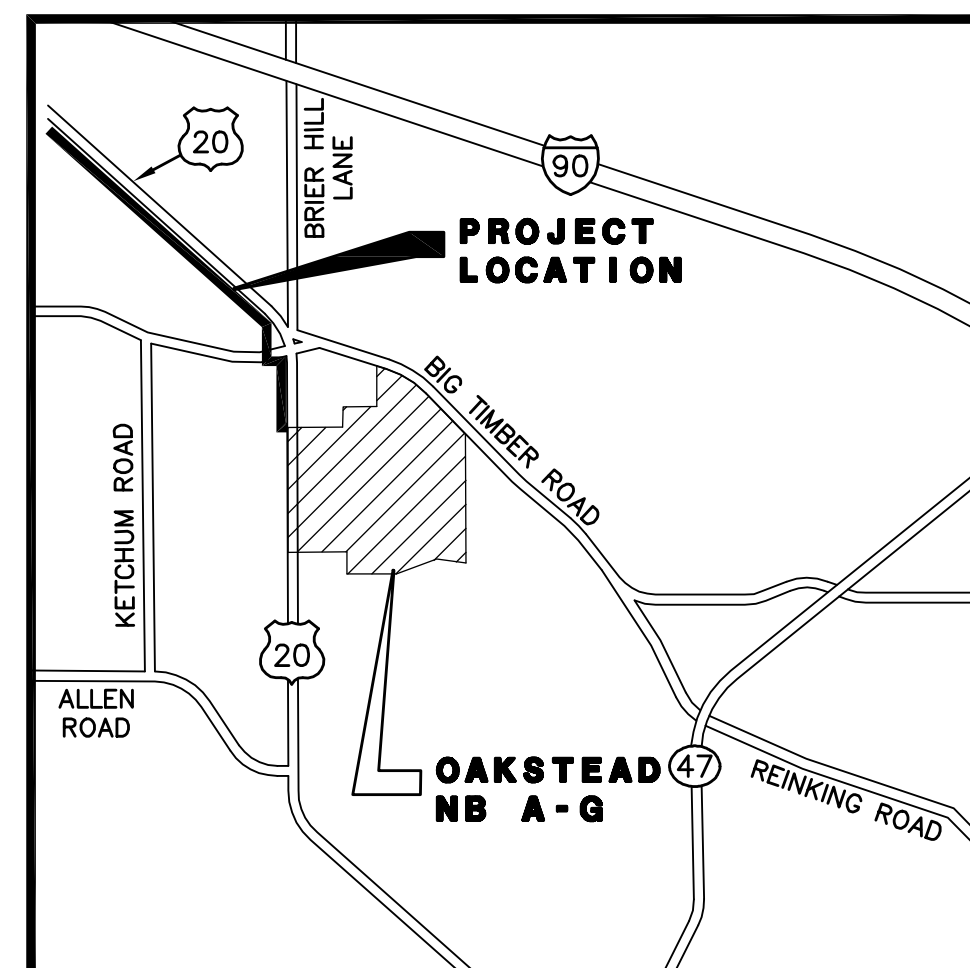
EXHIBIT C

DEPICTION OF WATER MAIN EXTENSION

[Engineering plans to be attached]

FINAL ENGINEERING PLANS FOR OAKSTEAD OFFSITE WATERMAIN EXTENSION HAMPSHIRE, ILLINOIS

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		CLEANOUT
		SLOPE INLET BOX
		HEADWALL
		END SECTION
		STORM SEWER
		SANITARY SEWER
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
(ELEV)	ELEV	ELEVATIONS
		STREET LIGHT
		WATERMAIN PROTECTION
		SILT FENCE INLET PROTECTOR
		TEMPORARY STRAW BALE DITCH CHECK
		SILT FENCE DITCH CHECK
		RIP-RAP
		OVERFLOW ROUTE



LOCATION MAP



BENCHMARKS

ELEVATION REFERENCE MARK:

NGS MONUMENT L 267 (PID NH0076): LOCATED 75 FEET SOUTHWEST OF THE CENTER LINE OF THE HIGHWAY, IN SECTION 32-42-7, 53 FEET EAST OF THE EAST CORNER OF THE MORE SOUTHERLY OF 2 HOUSES, 41 FEET SOUTHWEST OF A 2' X2' CONCRETE FENCE POST, 1 FOOT NORTHWEST OF A FENCE, 0.6 FOOT NORTHWEST OF A METAL WITNESS POST, ABOUT LEVEL WITH THE HIGHWAY, AND ON THE TOP OF A 5/8-INCH COPPER COATED ROD THAT IS DRIVEN TO A DEPTH OF 33 FEET AND IS ENCASED IN A 6-INCH TILE WHICH IS LEVEL WITH THE SURFACE OF THE GROUND.
ELEVATION: 918.01 NAVD88

PROJECT ELEVATION REFERENCE MARKS

TBM 30:
RR SPIKE SET 1.0' ABOVE FINISH GRADE IN EAST FACE OF 2ND UTILITY POLE ON WEST SIDE OF ROUTE 20 SOUTH OF GRAVEL DRIVE LEADING TO COMMON ADDRESS 16N983.
ELEVATION: 987.54 NAVD 88

TBM 32:
RRS PIKE SET IN EAST FACE OF FIRST UTILITY POLE ON WEST SIDE OF ROUTE 20 SOUTH OF GRAVEL DRIVE 1.0 FOOT ABOVE FINISH GRADE.
ELEVATION: 999.22 NAVD 88

INDEX OF SHEETS

Sheet Number	Sheet Title
01	TITLE
02	CONSTRUCTION SPECIFICATIONS - GENERAL NOTES
03	VILLAGE OF HAMPSHIRE - GENERAL NOTES
04	PLAN & PROFILE: OFFSITE WATERMAIN - STA. 0+00 TO STA. 13+00
05	PLAN & PROFILE: OFFSITE WATERMAIN - STA. 13+00 TO STA. 26+00
06	PLAN & PROFILE: OFFSITE WATERMAIN - STA. 26+00 TO STA. 37+11.29
07	CONSTRUCTION AND EROSION CONTROL DETAILS

PROFESSIONAL ENGINEER'S CERTIFICATION

STATE OF ILLINOIS) SS.
COUNTY OF DU PAGE)

I, MICHAEL A. MAY, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF HAMPSHIRE EAST LLC, BY CEMCON, LTD. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS 12TH DAY OF SEPTEMBER, A.D., 2023



ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-059494
MY LICENSE EXPIRES ON NOVEMBER 30, 2023

PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937
EXPIRES APRIL 30, 2025

NOTE: UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE DESIGN PROFESSIONAL ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

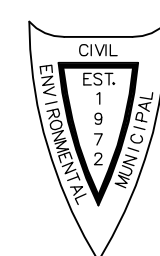
FOR UNDERGROUND UTILITY LOCATIONS, CALL J.U.L.I.E. TOLL FREE TEL. 1-800-892-0123 or 811

DATE: RELEASED FOR PLAN REVIEW AND PERMIT PROCESSING ONLY.

IF USED FOR BIDDING PURPOSES, THOSE PARTIES CONCERNED SHALL BE ADVISED THAT REVISIONS MAY BE REQUIRED PRIOR TO PLAN APPROVAL.

NOT ISSUED FOR CONSTRUCTION UNTIL APPROVED BY THE VILLAGE OF HAMPSHIRE AND PERMITTED AS REQUIRED.

PREPARED FOR:
HAMPSHIRE EAST LLC
1751 A WEST DIEHL ROAD
NAPERVILLE, ILLINOIS 60563
(630) 851-5490



PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
Ph: 630.862.2100 Fax: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

R E V I S I O N S					
NO.	DATE	SHEETS	NO.	DATE	SHEETS
1	08-12-23/JCC	4, 7			

JOB NO. 456.267
COMPLETION DATE :
AUGUST 22, 2023
SHEET 1 OF 07

CONSTRUCTION SPECIFICATIONS – GENERAL NOTES

GENERAL

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITION OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", AS APPLICABLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR NOTIFYING EACH OF THE UTILITY COMPANIES BEFORE ANY WORK IS STARTED. ALL UTILITIES MUST BE STAKED PRIOR TO CONSTRUCTION.
- THE ENGINEER WILL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE FOR ANY STAKING THAT IS TO BE DONE. EACH OF THE VARIOUS ITEMS OF WORK COVERED BY THIS CONTRACT WILL BE STAKED ONCE. ADDITIONAL STAKING REQUIRED DUE TO CONTRACTOR NEGLIGENCE SHALL BE PAID FOR BY THE CONTRACTOR AT THE CURRENT HOURLY RATE.
- THE CONTRACTOR SHALL INFORM THE ENGINEER AND THE MUNICIPAL ENGINEERING DEPARTMENT BEFORE WORK COMMENCES ON EACH CATEGORY OF CONSTRUCTION, GRADING, STREET AND DRAINAGE IMPROVEMENTS. A TWENTY-FOUR (24) HOUR NOTICE SHALL BE GIVEN FOR ANY ITEM THAT REQUIRES FINAL TESTING AND INSPECTION.
- THE CONTRACTOR RESPONSIBLE FOR DRAINAGE IMPROVEMENTS (UNDERGROUND WORK) SHALL DISPOSE OF ALL SURPLUS EXCAVATED MATERIAL FROM TRENCHES OR STRUCTURE EXCAVATIONS AND SHALL DEPOSIT SAID SURPLUS MATERIALS ON THE SITE AS DIRECTED BY THE ENGINEER. NO ADDITIONAL COMPENSATION SHALL BE PAID AND SAID WORK SHALL BE INCIDENTAL TO THE OTHER ITEMS OF CONSTRUCTION.
- THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE TO PLACE ON GRADE AND COORDINATE WITH OTHER CONTRACTORS ALL UNDERGROUND STRUCTURE FRAMES SUCH AS CATCH BASINS, INLETS, MANHOLES, ETC. NO ADDITIONAL COMPENSATION WILL BE PAID AND SAID ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO OTHER ITEMS OF CONSTRUCTION.
- THE OWNER WILL FURNISH THE CONTRACTOR WITH LINES AND GRADES NECESSARY TO THE PROPER PROSECUTION AND CONTROL OF THE WORK. THE CONTRACTOR SHALL CALL THE ATTENTION OF THE OWNER'S REPRESENTATIVE TO ANY ERRORS OR DISCREPANCIES WHICH MAY BE SUSPECTED IN LINES AND GRADES WHICH ARE ESTABLISHED BY THE OWNER, AND SHALL NOT PROCEED WITH THE WORK UNTIL ANY LINES AND GRADES WHICH ARE BELIEVED TO BE IN ERROR HAVE BEEN VERIFIED OR CORRECTED BY THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL KEEP PUBLIC STREET PAVEMENT CLEAN OF DIRT AND DEBRIS AND, WHEN NECESSARY, CLEAN PAVEMENTS ON A DAILY BASIS.
- A MINIMUM OF CLASS IV TYPE 1 STORM SEWER PIPE SHALL BE INSTALLED AT ALL ROADWAY CROSSINGS.
- NO MANHOLES SHALL BE INSTALLED WITHIN PAVED AREAS LOCATED WITHIN THE PUBLIC RIGHT-OF-WAYS OR PUBLIC EASEMENTS UNLESS PREVIOUSLY APPROVED BY VILLAGE ENGINEER ON A CASE BY CASE BASIS.

FOR UTILITIES CONSTRUCTED IN PARKWAY AREAS WHICH ARE NOT SHOWN WITH GRANULAR TRENCH BACKFILL, THE FINAL BACKFILL OF SANITARY SEWER, STORM SEWER AND WATERMAIN FROM 1 FOOT OVER THE TOP OF THE PIPE TO THE NATURAL OR FINISHED SURFACE LINE SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 20-2.21B OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS. COMPACTION OF BACKFILL MATERIAL SHALL BE PERFORMED BY:

- METHOD 2 – MECHANICAL COMPACTION IN 12 INCH LIFTS
- METHOD 2 IS THE ONLY ALLOWABLE FORM OF COMPACTION

GRANULAR TRENCH BACKFILL HAS BEEN INDICATED ON THE PLANS IN THE GEOMETRICALLY NECESSARY PLACES. BACKFILL MATERIAL MAY BE NECESSARY AT OTHER LOCATIONS AS DETERMINED BY THE CONTRACTOR / VILLAGE INSPECTOR DUE TO SOIL CONDITIONS OR OTHER SPECIAL CIRCUMSTANCES DURING THE CONSTRUCTION PROCESS.

TRAFFIC CONTROL AND PROTECTION

- TRAFFIC CONTROL AND PROTECTION SHALL BE IN CONFORMANCE WITH I.D.O.T. STANDARDS AND SPECIFICATIONS.

EARTHWORK, PAVING

- THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PLANS AND SHALL NOTIFY THE ENGINEER AT ONCE OF ANY DISCREPANCIES. THE CONTRACTOR SHALL EXAMINE THE DRAINAGE PATTERNS SHOWN ON THE PLANS AND MAKE CERTAIN THAT ALL GUTTER FLAGS AND PAVEMENTS ARE PITCHED PROPERLY TO ACHIEVE THIS DRAINAGE PATTERN.
- MATERIALS TESTING, BY THE MUNICIPALITY, SHALL BE PROVIDED BY THE CONTRACTOR, THIS ITEM WILL NOT BE PAID FOR SEPARATELY BUT INCLUDED IN THE VARIOUS ITEMS OF WORK.
- THE VILLAGE ENGINEER SHALL WITNESS AND APPROVE ALL PROOF ROLLS.
- A MINIMUM OF THREE (3) PROOF ROLLS SHALL BE REQUIRED: ONE PROOF ROLL PRIOR TO LAYING AGGREGATE BASE, ANOTHER PROOF ROLL PRIOR TO LAYING THE BINDER COURSE AND ANOTHER PRIOR TO LAYING THE SURFACE COURSE.

SUGGESTED EARTHMOVING OPERATIONS & SEQUENCE

- INSTALL SILT FENCE AND EROSION AND SEDIMENTATION CONTROL MEASURES AND DEVICES AT THE LOCATIONS INDICATED ON THE MASS EARTHWORK PLANS.
- PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT THE LOCATIONS SPECIFIED ON THE SOIL EROSION & SEDIMENTATION CONTROL PLAN.
- EXCAVATE TOPSOIL (ESTIMATED 1.1 FEET THICK) WITHIN RIGHTS-OF-WAY, STORMWATER MANAGEMENT FACILITY NO. 6, AND LOTS WHERE STRUCTURAL FILL MATERIAL IS TO BE PLACED.
- PLACE SURPLUS STRUCTURAL MATERIAL IN NON-STRUCTURAL FILL AREAS IN REAR OF LOTS 224-246, 279-314, 325-338 (APPROX. 8,440 C.Y.) TO 6 INCHES BELOW THE FINISHED GRADE.
- PLACE TOPSOIL/UNCLASSIFIED FILL IN NON-STRUCTURAL FILL AREAS OVER REMAINING REAR LOTS (APPROX. 3,900 C.Y.) TO 6 INCHES BELOW THE FINISHED GRADE.
- STOCKPILE APPROXIMATELY 5,450 C.Y. FOR USE BY THE CONTRACTOR FOR RESPREAD WITHIN THE RIGHT-OF-WAY AS INDICATED ON THE PLANS, AND APPROXIMATELY 45,200 C.Y. FOR RESPREAD FOR THE SINGLE FAMILY LOTS, BERMS, MEDIANS, PARKWAYS, AND PARK SITE.
- STOCKPILES SHALL BE PLACED AT THE LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY OWNER.
- EXCAVATE STRUCTURAL MATERIAL FROM STORMWATER MANAGEMENT FACILITY AND PLACE ON BUILDING PADS OF SINGLE FAMILY LOTS PER THE TYPICAL MASS GRADING SECTION SHOWN ON THE PLANS.
- CONSTRUCT STORM SEWER OUTFALL FOR STORMWATER MANAGEMENT FACILITY NO. 6. INSTALL STRAW BALES, FILTER FABRIC, SEDIMENT TRAPS, RIP RAP, AND ANY OTHER EROSION CONTROL MEASURES DEFINED ON THE PLANS ADJACENT TO THE STORM SEWER OUTFALL.
- LANDSCAPING BERMS MAY BE CONSTRUCTED WITH TOPSOIL OR UNCLASSIFIED FILL MATERIAL TO WITHIN 6 INCHES OF THE FINISHED GRADE.
- RESPREAD A MINIMUM 6 INCHES OF TOPSOIL OVER ALL DISTURBED AREAS AND LANDSCAPING BERMS.
- VEGETATIVELY STABILIZE STORMWATER MANAGEMENT FACILITIES AND OPEN SPACE AREAS AS SHOWN IN THE FINAL PLANS AND DIRECTED BY OWNER.
- VEGETATIVELY STABILIZE SINGLE FAMILY LOTS AS SHOWN IN THE FINAL PLANS AND DIRECTED BY OWNER.
- NO EARTHWORK OPERATIONS SHALL COMMENCE OUTSIDE THE LIMITS OF NEIGHBORHOOD M AS SHOWN ON THE PLANS.
- ALL EROSION AND SEDIMENTATION CONTROL MEASURES AND DEVICES SHALL BE PERIODICALLY RENEWED OR REPLACED TO MAINTAIN OPERATIONAL INTEGRITY. INSTALL STRAW BALES, FILTER FABRIC AND SEDIMENT TRAPS AT DRAINAGE STRUCTURES AS WORK PROCEEDS.

SANITARY SEWER, STORM SEWER, WATERMAIN

- ALL SANITARY SEWER AND WATERMAIN WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, CURRENT EDITION.
- SANITARY SEWERS AND WATERMAIN SERVICES SHALL HAVE A MINIMUM OF 5.5 FEET OF COVER AND SHALL BE RUN IN STRAIGHT ALIGNMENT UNLESS SPECIFICALLY SHOWN ON THE PLANS.
- ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION TO VERIFY IN THE FIELD ALL EXISTING UNDERGROUND UTILITIES WITHIN AND ADJACENT TO HIS PROJECT AND BE RESPONSIBLE FOR PROTECTION OF SAME.
- ALL STORM MANHOLE, CATCH BASIN, AND INLET FRAME ADJUSTMENTS SHALL BE MADE WITH PRECAST CONCRETE ADJUSTING RINGS SET IN A FULL BED OF BUTYL ROPE JOINT SEALANT. NO MORE THAN 8" OF ADJUSTING RINGS WILL BE PERMITTED.
- ALL DRAINAGE STRUCTURES TO HAVE POURED INVERTS CONFORMING TO THE SHAPE OF THE PIPE.
- THE CONTRACTOR SHALL BE AWARE OF POTENTIAL CONFLICTS WITH EXISTING UTILITIES AS INDICATED ON THE PLANS. THE CONTRACTOR SHALL EXCAVATE AROUND UTILITIES TO DETERMINE ELEVATIONS BEFORE BEGINNING CONSTRUCTION.
- A NON-SHEAR MISSION COUPLING SHALL BE USED WHEN JOINING SEWER PIPES OF DISSIMILAR MATERIALS.
- ALL NEW SANITARY SEWERS SHALL HAVE WYES FOR PROPOSED BUILDING SERVICES. ALL CONNECTIONS TO EXISTING SANITARY SEWERS NOT HAVING WYES SHALL BE MADE WITH AN INSERT A TEE TYPE FITTING OR APPROVED EQUAL.
- THE VILLAGE ENGINEER SHALL BE NOTIFIED WHEN EXISTING DRAINAGE TILE IS ENCOUNTERED DURING CONSTRUCTION OPERATIONS BEFORE PROCEEDING.
 - ALL EXISTING FIELD DRAINAGE TILE ENCOUNTERED OR DAMAGED DURING CONSTRUCTION ARE TO BE RESTORED TO THEIR ORIGINAL CONDITION, PROPERLY REROUTED AND/OR CONNECTED TO THE STORM SEWER SYSTEM. ALL LOCATIONS OF ENCOUNTERED FIELD DRAINAGE TILE SHALL BE PROPERLY REFERENCED AND DOCUMENTED FOR INCORPORATION INTO THE RECORD DRAWING.
- ALL TRENCHES UNDER OR WITHIN 2 FEET OF AN EXISTING OR PROPOSED CURB, PAVEMENT, OR SIDEWALK ARE TO BE BACKFILLED WITH TRENCH BACKFILL.
- AT THE COMPLETION OF THIS PROJECT, ONE SET OF PLANS WITH RECORD MEASUREMENTS IS TO BE SUBMITTED TO THE ENGINEER SHOWING THE LOCATION OF ALL OF THE SERVICES, PIPES, STRUCTURES, GRADING AND UTILITIES.
- ANY EXISTING UTILITY STRUCTURES REQUIRING ADJUSTMENT ARE TO BE ADJUSTED (UP TO 8" TOTAL ADJUSTMENT) OR RECONSTRUCTED BY THE CONTRACTOR. ADJUSTMENTS OR RECONSTRUCTIONS NOT CALLED FOR ON THE PLANS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- CONNECTIONS TO EXISTING SANITARY, STORM AND WATER SYSTEMS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT, UNLESS SPECIFICALLY NOTED OTHERWISE.
- WATER SERVICES SHALL INCLUDE THE NECESSARY LENGTH OF TYPE "K" COPPER WATER TUBE OF THE SIZE SHOWN ON THE PLANS, CORPORATION STOP, CURB STOP, AND SERVICE BOX, ALL AS REQUIRED BY THE MUNICIPALITY, AND ALL NECESSARY LABOR, TOOLS, EQUIPMENT, EXCAVATION AND BACKFILL, FOR A COMPLETE INSTALLATION AS SHOWN ON THE PLANS, TRENCH BACKFILL WILL BE PAID FOR SEPARATELY, WHEN REQUIRED.
- SANITARY SEWER STRUCTURES SHALL BE ASSEMBLED AND ADJUSTED USING BUTYL ROPE JOINT SEALANT SHOWN ON THE PLANS AND MEETING THE APPROVAL OF THE MUNICIPALITY.
- ALL CONNECTIONS TO THE WATERMAIN AND SEWER MAINS SHALL BE MADE BY THE CONTRACTOR UNDER THE SUPERVISION OF THE VILLAGE ENGINEER AFTER PAYMENT OF APPLICABLE FEES.
- ~~ALL SANITARY SERVICES ARE TO BE CONSTRUCTED AS "OVER-HEAD" SERVICES UNLESS NOTED OTHERWISE.~~

SANITARY SEWER, STORM SEWER, WATERMAIN (CONTINUED)

- GRANULAR TRENCH BACKFILL SHALL BE USED IN ALL LOCATIONS WHERE THE PROPOSED UNDERGROUND UTILITY IS TO BE CONSTRUCTED UNDER PERMANENT TYPE PAVEMENTS, DRIVEWAYS OR SIDEWALKS; IN ANY UTILITY TRENCH OVER WHICH ANOTHER UTILITY WILL PASS; OR AS DIRECTED BY THE ENGINEER. TRENCH BACKFILL SHALL BE EXTENDED TWO (2) FEET ON EACH SIDE OF THE PERMANENT TYPE SURFACE, AS MEASURED AT THE LOWEST POINT OF THE PAVEMENT, DRIVEWAY OR SIDEWALK.
- WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK WILL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAYMENT IN FULL FOR CLEANING, PATCHING, REMOVAL AND DISPOSAL OF DEBRIS AND DIRT. DRAINAGE STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT.
- ALL 4"x4"x8" MARKING POSTS FOR WATER AND SEWER SERVICES SHALL BE IN PLACE PRIOR TO THE INSTALLATION OF CURB & GUTTER. THE CONTRACTOR SHALL NOT INSTALL CURB & GUTTER UNLESS ALL POSTS ARE VISIBLE AND HE/SHE HAS THE "S" AND "W" BRAND NEEDED TO MARK THE LOCATION OF THE SERVICES ON THE CURB AFTER IT IS POURED.
- TRENCH BACKFILL WILL BE PAID FOR IN ACCORDANCE WITH THE CURRENT EDITION OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".
- ALL PUBLIC SANITARY SEWERS WILL BE AIR TESTED BY THE DEVELOPER, AT HIS EXPENSE, UNDER THE SUPERVISION OF THE VILLAGE ENGINEER, OR HIS AUTHORIZED REPRESENTATIVE. ONE COPY OF THE REPORT SHALL BE FORWARDED TO THE VILLAGE ENGINEER. AN INFILTRATION TEST WILL BE ALLOWED IF IT CAN BE SHOWN AT THE TIME OF THE TEST THAT THE WATER TABLE IS ABOVE THE TOP OF THE PIPE. ALL TESTING WILL BE DONE IN CONFORMANCE WITH THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" CURRENT EDITION.
- CONNECTION TO EXISTING STORM SEWER STRUCTURES SHALL BE DONE BY CORING THE CONCRETE BARREL SECTION.
- ALL PIPE FOR SUMP PUMP DISCHARGE CONVEYANCE CONDUIT SHALL BE PVC SDR 26, 4" DIAMETER FOR A SINGLE CONNECTION; 6" DIAMETER FOR CONDUITS DRAINING TWO OR MORE LOTS.
- ALL STORM SEWERS UNDER ROADWAY SHALL BE:
 - CLASS IV PIPE WHERE COVER BELOW THE STONE BASE IS GREATER THAN 1'
 - CLASS V PIPE WHERE COVER BELOW THE STONE BASE IS LESS THAN 1'
- GATE VALVES SHALL BE USED FOR FIRE HYDRANT AUXILIARY VALVES AND MAINS 12" AND SMALLER. BUTTERFLY VALVES SHALL BE USED FOR THE 16" WATER MAIN. BUTTERFLY VALVES SHALL BE MUELLER VALVES.
- ALL STORM SEWER UNDER ROADWAYS OR CONNECTED TO A F.E.S. SHALL BE REINFORCED CONCRETE PIPE. REMAINING STORM SEWER MAY BE CONSTRUCTED WITH EITHER REINFORCED CONCRETE OR H.D.P.E. PIPE AT THE CONTRACTORS OPTION. H.D.P.E. PIPE MUST MEET THE SPECIFICATIONS SHOWN ON THE DRAINAGE STRUCTURE DETAILS SHEET.

PROTECTION OF WATERMAIN AND WATER SERVICE LINES

WATERMANS AND WATER SERVICE LINES SHALL BE PROTECTED FROM SANITARY SEWERS, STORM SEWERS, COMBINED SEWERS, HOUSE SEWER SERVICE CONNECTIONS AND DRAINS AS FOLLOWS:

- WATERMANS:
 - HORIZONTAL SEPARATION:
 - WATERMANS SHALL BE LAID AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEWER, SANITARY SEWER, COMBINED SEWER OR SEWER SERVICE CONNECTION.
 - WATERMANS MAY BE LAID CLOSER THAN TEN FEET TO A SEWER LINE WHEN:
 - LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF TEN FEET;
 - THE WATERMAIN INVERT IS AT LEAST 18 INCHES ABOVE THE CROWN OF THE SEWER; AND
 - THE WATERMAIN IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEWER.
 - BOTH THE WATERMAIN AND DRAIN OR SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST OR DUCTILE IRON PIPE, OR PRESTRESSED CONCRETE PIPE. MEETING THE REQUIREMENTS OF SECTION 653.11 WHEN IT IS IMPOSSIBLE TO MEET (A) OR (B) ABOVE. THE DRAIN OR SEWER SHALL BE PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD BEFORE BACKFILLING.
 - VERTICAL SEPARATION:
 - A WATERMAIN SHALL BE LAID SO THAT ITS INVERT IS 18 INCHES ABOVE THE CROWN OF THE DRAIN OR SEWER WHENEVER WATERMANS CROSS STORM SEWERS, SANITARY SEWERS OR SEWER SERVICE CONNECTIONS. THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF THE WATERMAIN LOCATED WITHIN TEN FEET HORIZONTALLY OF ANY SEWER OR DRAIN CROSSING. A LENGTH OF WATERMAIN PIPE SHALL BE JOINED OVER THE LENGTH OF SEWER TO BE CROSSED WITH CENTERS EQUIDISTANT FROM THE SEWER OR DRAIN.
 - THE DRAIN OR SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT, CAST OR DUCTILE IRON PIPE, PRESTRESSED CONCRETE PIPE, (STORM SEWER ONLY) OR PVC PIPE MEETING THE REQUIREMENTS OF SECTION 653.111, OR THE DRAIN OR SEWER SHALL BE SLEEVED WITH STEEL PIPE OR CONSTRUCTED OF REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76 WITH GASKETED JOINTS CONFORMING TO ASTM C-361 (STORM SEWERS ONLY), FOR A DISTANCE OF 10 FEET EITHER SIDE OF THE CONFLICT WHEN,
 - IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN (A) ABOVE; OR
 - THE WATERMAIN PASSES UNDER A SEWER OR DRAIN.
 - A VERTICAL SEPARATION OF 18 INCHES BETWEEN THE INVERT OF THE SEWER OR DRAIN AND THE CROWN OF THE WATERMAIN SHALL BE MAINTAINED WHERE A WATERMAIN CROSSES UNDER A SEWER. SUPPORT THE SEWER OR DRAIN LINES TO PREVENT SETTLING AND BREAKING THE WATERMAIN.
 - CONSTRUCTION SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WATERMAIN TO THE SEWER OR DRAIN LINE IS AT LEAST TEN FEET.
- WATER SERVICE LINES:
 - THE HORIZONTAL AND VERTICAL SEPARATION BETWEEN WATER SERVICE LINES AND ALL STORM SEWERS, SANITARY SEWER, COMBINED SEWERS OR ANY DRAIN OR SEWER SERVICE CONNECTION SHALL BE THE SAME AS WATER MAIN SEPARATION DESCRIBED IN (A) ABOVE.
 - WATER PIPE DESCRIBED IN (A) ABOVE SHALL BE USED FOR SEWER SERVICE LINES WHEN MINIMUM HORIZONTAL AND VERTICAL SEPARATION CANNOT BE MAINTAINED.
 - SPECIAL CONDITIONS – ALTERNATE SOLUTIONS SHALL BE PRESENTED TO THE AGENCY WHEN EXTREME TOPOGRAPHICAL, GEOLOGICAL OR EXISTING STRUCTURAL CONDITIONS MAKE STRICT COMPLIANCE WITH (A) AND (B) ABOVE TECHNICALLY AND ECONOMICALLY IMPRACTICAL. ALTERNATE SOLUTIONS WILL BE APPROVED PROVIDED WATER TIGHT CONSTRUCTION STRUCTURALLY EQUIVALENT TO APPROVED WATERMAIN MATERIAL IS PROPOSED.
 - WATERMANS SHALL BE SEPARATED FROM SEPTIC TANKS, DISPOSAL FIELDS AND SEEPAGE BEDS BY A MINIMUM OF 25 FEET.

THIS PROJECT IS TO BE CONSTRUCTED UNDER THE FOLLOWING PERMITS:

IEPA WATER POLLUTION CONTROL PERMIT NO. _____ DATED _____

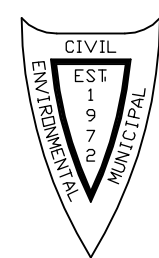
IEPA PUBLIC WATER SUPPLIES PERMIT NO. _____ DATED _____

USE OF THE ELECTRONIC MEDIA VERSION OF FINAL SITE DEVELOPMENT PLANS AND SPECIFICATIONS

THESE FINAL SITE DEVELOPMENT PLANS AND SPECIFICATIONS ARE COPYRIGHTED INSTRUMENTS OF SERVICE WITH RESPECT TO THIS PARTICULAR PROJECT AND TO WHICH INSTRUMENTS OF SERVICE CEMCON, LTD. RETAINS A PROPRIETARY INTEREST SUBJECT ONLY TO CERTAIN RIGHTS GRANTED UNDER CONTRACT BY CEMCON, LTD. FOR THE PARTICULAR PROJECT AND PARTICULAR CLIENT IDENTIFIED ON THE COVER SHEET. ONLY THE PRINTED OR HARD COPIES OF SAID INSTRUMENTS OF SERVICE BEARING THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE PROFESSIONAL ENGINEER IN THE EMPLOY OF CEMCON, LTD. MAY BE RELIED UPON. THE ELECTRONIC MEDIA VERSION OF THESE INSTRUMENTS OF SERVICE ACQUIRED BY THIRD PARTIES WITH NO CONTRACTUAL RELATIONSHIP TO CEMCON, LTD. ARE FOR CONVENIENCE ONLY AND ANY CONCLUSION OR INFORMATION DERIVED FROM SUCH ELECTRONIC FILES IS AND SHALL BE AT USER'S SOLE RISK. BECAUSE DATA STORED IN ELECTRONIC MEDIA FORMAT CAN DETERIORATE, BE SUBSEQUENTLY MODIFIED INADVERTENTLY OR OTHERWISE WITHOUT THE AUTHORIZATION OR KNOWLEDGE OF CEMCON, LTD., ANY ENTITY RECEIVING OR UTILIZING SAID ELECTRONIC FILES SHALL CAREFULLY COMPARE AND VERIFY THAT THE TEXT, DATA, GRAPHICS OR DESIGN INFORMATION IMPARTED ON SAID ELECTRONIC MEDIA FILES ARE CONSISTENT WITH THE PRINTED OR HARD COPIES OF SAID INSTRUMENTS OF SERVICE AND ADVISEDLY THE LATEST MOST UP-TO-DATE AND OPERATIVE VERSION OF SAID INSTRUMENTS OF SERVICE. IN PARTICULAR, THE ACQUISITION OF DATA POINTS IN EITHER THE HORIZONTAL AND / OR VERTICAL PLANES MUST BE COMPARED AND CORROBORATED WITH THAT LATEST OPERATIVE PRINTED OR HARD COPY OF SAID INSTRUMENTS OF SERVICE, OR ERRORS AND MISINFORMATION MAY BE INTRODUCED. WHEN TRANSFERRING THE ELECTRONIC MEDIA VERSION OF SAID INSTRUMENTS OF SERVICE EITHER BY CEMCON, LTD. OR THIRD PARTIES, CEMCON, LTD. MAKES NO REPRESENTATION AS TO THE LONG TERM COMPATIBILITY, USABILITY, OR READABILITY OF SAID INSTRUMENTS OF SERVICE RESULTING FROM THE USE OF SOFTWARE APPLICATION PACKAGES, OPERATING SYSTEMS OR COMPUTER HARDWARE DIFFERING FROM THOSE USED BY CEMCON, LTD.

DRAWING PATH: P:\456267\DWG\ENG\DRAWINGS\FINAL\DRAWINGS\OFFSITE_WM\DWG\GENNOTES OFFSITE_WM.DWG

PREPARED FOR:
HAMPSHIRE EAST LLC
1751 A WEST DIEHL ROAD
NAPERVILLE, ILLINOIS 60563
(630) 851-5490



PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
Ph: 630.862.2100 Fax: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

NO.		DATE	DESCRIPTION	REVISIONS	
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

CONSTRUCTION SPECIFICATIONS – GENERAL NOTES

OAKSTEAD OFFSITE WATERMAIN EXTENSION

FILE NAME: GENNOTES OFFSITE WM	DSGN. BY: MAM	JOB NO.: 456.267	FLD. BK./PG.: ---	SHEET NO.
DIR: 456267	DRN. BY: JGC	DATE: 08-22-2023	SCALE: 1" = NONE	02 of 07

VILLAGE OF HAMPSHIRE – GENERAL NOTES

STANDARDS FOR WATER MAIN CONSTRUCTION

1. All water main construction shall be in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, and revisions thereto, these improvement plans and details, special provisions and in accordance with codes and ordinances of the Village of Hampshire, Illinois.
2. All water main shall be Ductile Iron Pipe Class 52 with either mechanical or push on joints and shall conform to ANSI A21.51-96, AWWA C151 and ANSI A21.11-00, AWWA C111.
3. All fittings shall be Compact Ductile Iron and shall conform to AWWA/ANSI C153/A21.53 00. Fittings shall be U.L. Listed Class 350, Tyler, Griffin or approved equal.
4. All pipe and fittings shall be cement lined in accordance with AWWA/ANSI C104/A21.4-95.
5. All fittings shall be mechanical joint and shall be restrained with Mega Lugs by Ebaa Iron unless otherwise shown on the drawings.
6. Long radius curves, either horizontal or vertical, may be laid with standard pipe by deflections at the joints. Maximum deflections at pipe joints and laying radius for the various pipe lengths shall be in accordance with AWWA C600-99. When rubber gasketed pipe is laid on a curve, the pipe shall be jointed in a straight alignment and then deflected to the curved alignment. Trenches shall be made wider on curves for this purpose.
7. Sleeves shall be Smith Blair Omni-Coupling #441 or equal. Sleeves shall be provided at locations shown on the plans or as required. The cost of sleeves is considered as incidental to the cost of the project.
8. All gate valves shall have a non rising stem, shall have a standard 2" square operating nut and shall open in a counter clockwise direction. Gate valves shall be Mueller Resilient Wedge Gate Valve Cat. No. A-2360-23 in accordance with AWWA C 509 01. Main line valves shall be furnished with mechanical joint connections and restrained with Mega Lugs.
9. All Valve Boxes shall be cast iron, two piece 5 1/4 inch shafts, Screw type Tyler Model 666 S. Lids to be marked "Water" (valve box extensions if required are considered incidental). All boxes will be equipped with a rubber stabilizer manufactured by Adapter, Inc.
10. All hydrants shall be in accordance with AWWA C502 94 and shall be a Mueller A423 Super Centurion hydrant (break away style traffic design) with one 4 1/2" steamer nozzle and two (2) hose outlets, of which the threads conform with the standards of the Village of Hampshire, Illinois. The connections between the main line swivel tee to auxiliary valve and auxiliary valve to hydrant shall be swivel anchor couplings.
11. All pressure taps to an existing village main shall be made with Mueller Mechanical Joint Tapping Sleeve No. H615 and Mueller T2360 Fig x MJ Resilient Wedge Tapping Valve. All should be constructed in a valve vault.
12. All tees, bends, valves, and fire hydrants shall be adequately supported with a concrete base, and supported laterally with poured in place thrust blocking against undisturbed earth for all water main with a diameter 16" and greater. Concrete block may be used in lieu of poured in place thrust blocking for all water main with a diameter less than 16".
13. All water mains shall have a minimum depth of cover of 5.5' or as noted on plans.
14. All water services shall be type "K" copper pipe with compression connections.
15. All corporation stops shall be Mueller. (1" H15008) (1-1/2" & 2" H15013)

WATER MAIN CONSTRUCTION
(continued)

16. All curb stops shall be Mueller Minneapolis Pattern. (1" H15155) (1-1/2" & 2" B25155)
17. All curb boxes shall be Mueller Minneapolis Pattern Base Curb Box. (6' H10300 tapt 2)
18. Hydrostatic Tests The Contractor shall perform Hydrostatic Tests in accordance with Division IV, Section 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, and applicable provisions of AWWA C 600 and C 603. The water mains shall be pressure tested at 150 psi. The test pressure shall not drop more than 2 psi for the duration of the test. The gauge shall be of good quality and condition, and be fluid filled. The gauge shall have a large enough range for the pressure being tested and shall be capable of reading a minimum pressure increment of 2 psi. Allowable leakage shall be as set forth in AWWA C 600 latest edition. The testing length shall be limited to 1000 foot. If more than 1000 foot of watermain is tested, the allowable leakage will be based upon 1000 foot. The duration of the test shall be for two hours minimum.

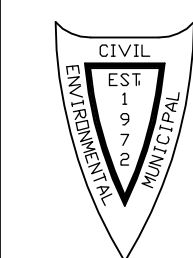
STANDARDS FOR WATER MAIN CONSTRUCTION (CONT'D.)

19. Disinfection of the Water Mains Upon completion of the newly laid water mains (and water service lines 4" and larger), the water mains shall be disinfected in accordance with the American Water Works Association, Procedure Designation, AWWA C 651, latest edition. The Contractor is responsible for collecting samples and having bacteriological testing performed as required by the IEPA. The Contractor shall furnish to the Village the required documentation, test results, etc., required by the IEPA before placing the water mains in service or before opening a water service line to the Village system.
20. All water mains and water service lines shall be protected from sanitary sewers, storm sewers, combined sewers, house sewer service connections and drains in accordance with Title 35: Environmental Protection Agency Subtitle F: Public Water Supplies, Chapter II: Environmental Protection Agency, Parts 651 654 Technical Policy Statements, Section 653.119.
21. No water service taps shall be made prior to Village receiving the IEPA operating permit.

PLOT FILE CREATED: 6/22/2023 3:25 PM BY: JEFF CEBULLA DRAWING LAST SAVED: 6/22/2023 2:52 PM BY: JEFF CEBULLA DRAWING PATH: P:\456267\DWG\ENG\DRAWINGS\FINAL\DRAWING\OFFSITE\WA\GENNOTES OFFSITE.WA.DWG

Copyright © 2023 Cemcon, Ltd. All rights reserved.

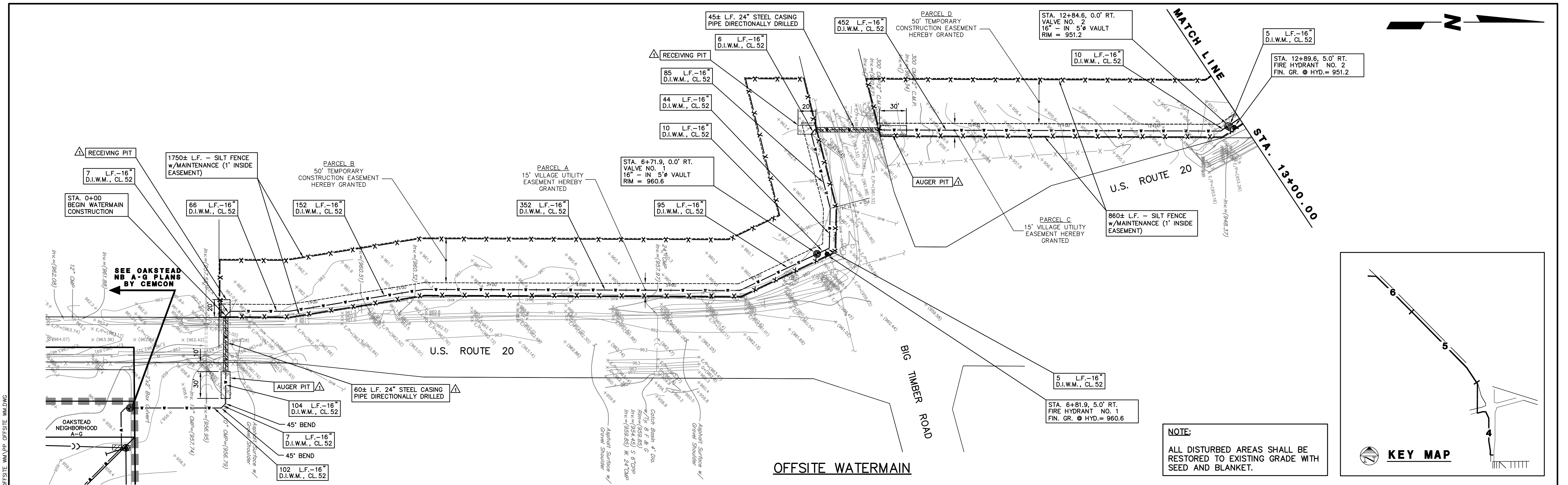
PREPARED FOR:
HAMPSHIRE EAST LLC
1751 A WEST DIEHL ROAD
NAPERVILLE, ILLINOIS 60563
(630) 851-5490



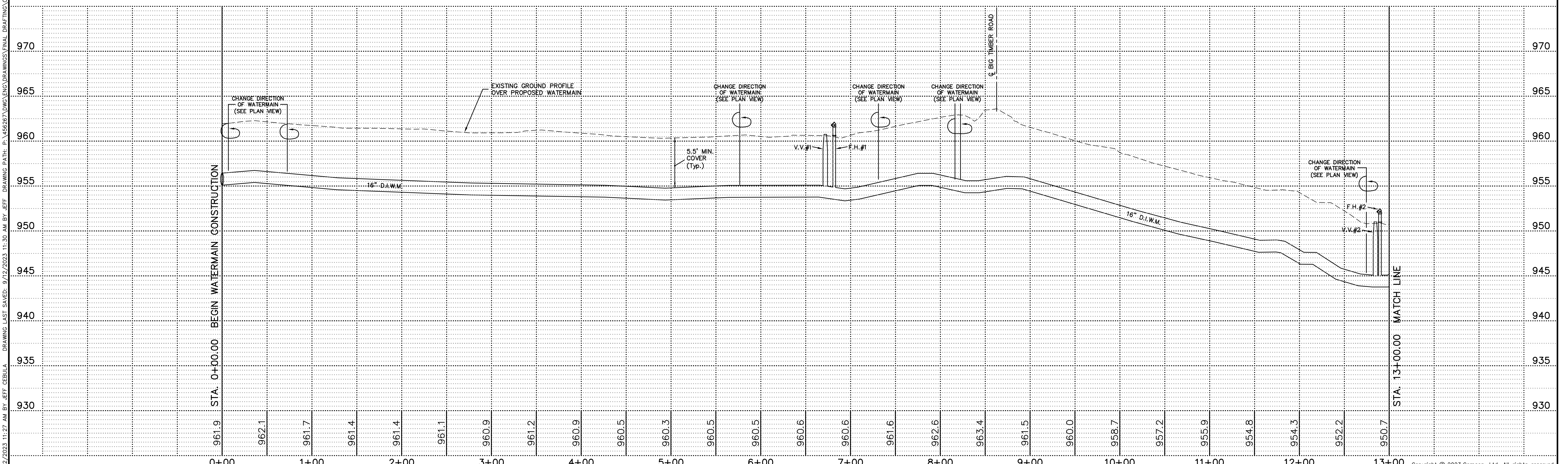
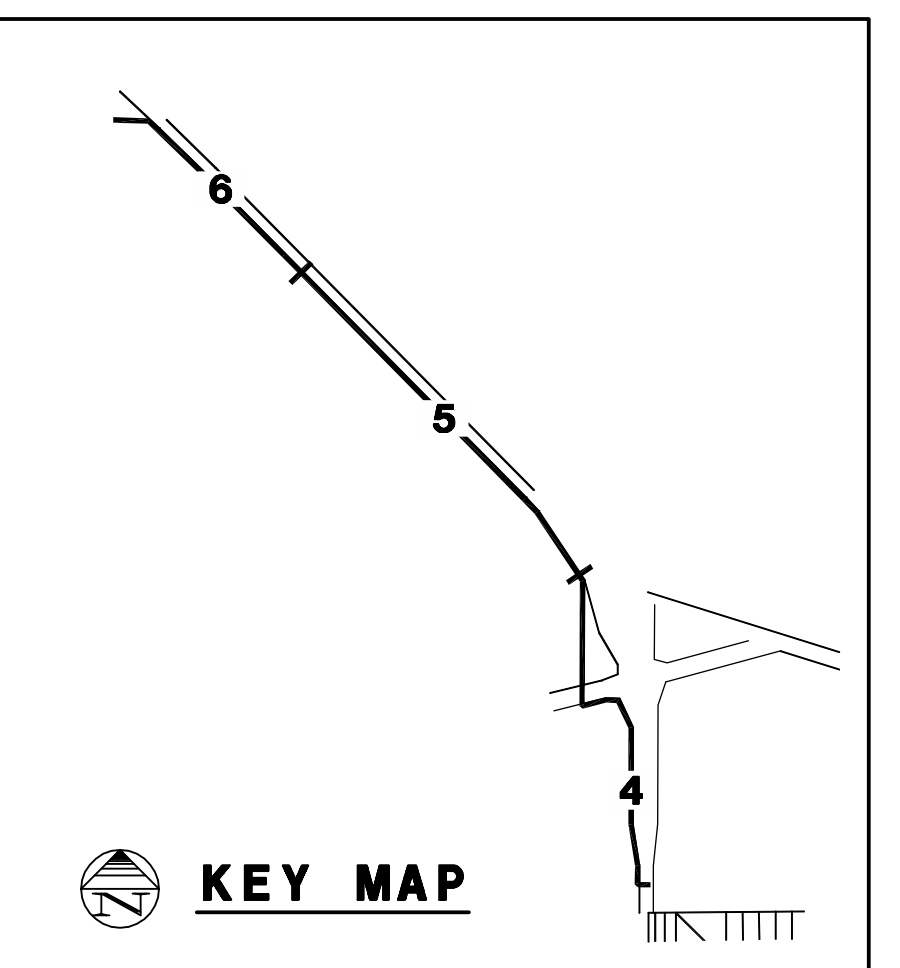
PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
Ph: 630.862.2100 Fax: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

VILLAGE OF HAMPSHIRE – GENERAL NOTES				
OAKSTEAD OFFSITE WATERMAIN EXTENSION				
FILE NAME: GENNOTES OFFSITE.WA	DSGN. BY: MAM	JOB NO.: 456.267	FLD. BK./PG.: ---	SHEET NO.
DIR: 456267	DRN. BY: JGC	DATE: 08-22-2023	SCALE: 1" = NONE	03 of 07



NOTE:
ALL DISTURBED AREAS SHALL BE RESTORED TO EXISTING GRADE WITH SEED AND BLANKET.



PREPARED FOR:
HAMPSHIRE EAST LLC
1751 A WEST DIEHL ROAD
NAPERVILLE, ILLINOIS 60563
(630) 851-5490

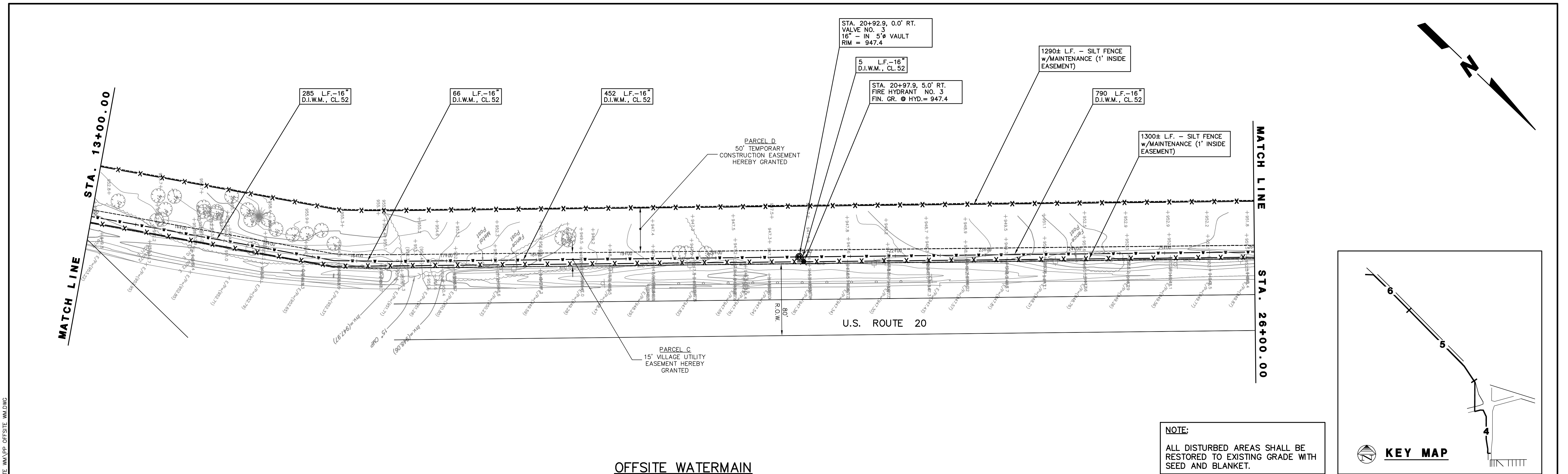
PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
Ph: 630.862.2100 Fax: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

NO. DATE DESCRIPTION			REVISIONS		
1	09-12-23/JGC	REVISED PER VILLAGE REVIEW LETTER DATED 09-07-23			

OFFSITE WATERMAIN - STA. 0+00 TO STA. 13+00
OAKSTEAD OFFSITE WATERMAIN EXTENSION

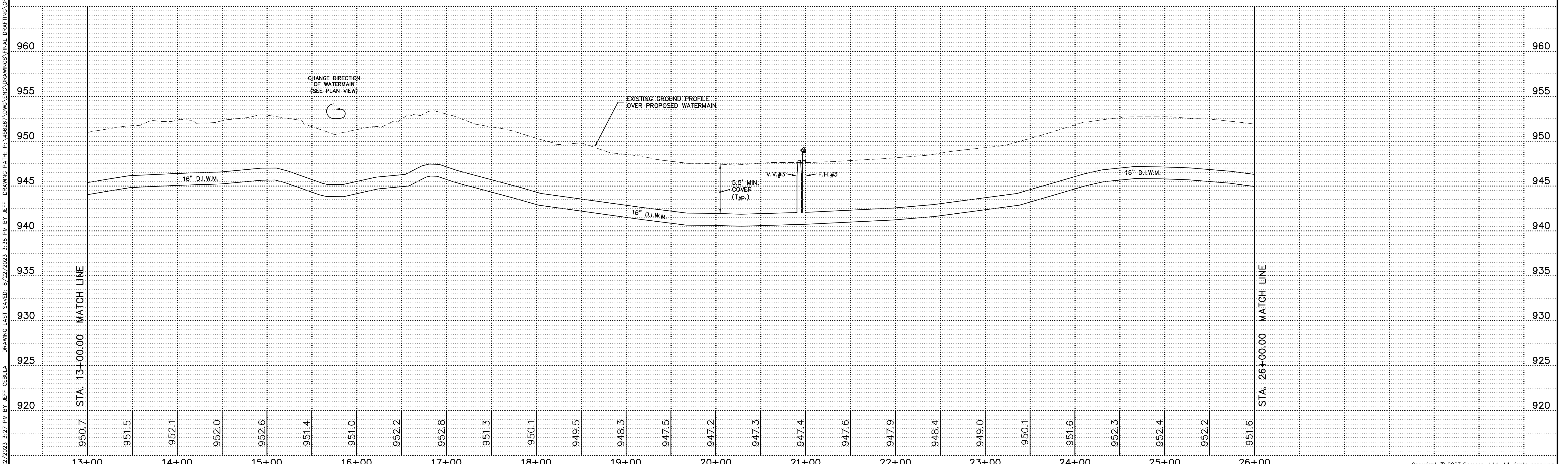
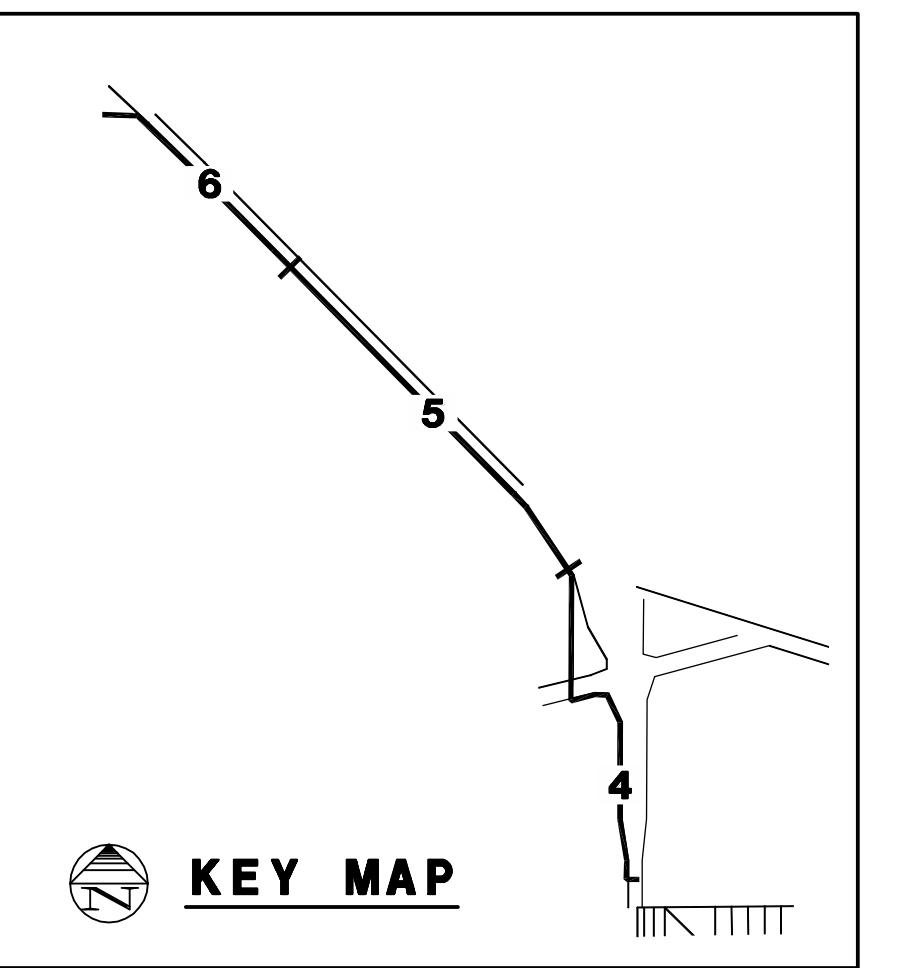
FILE NAME: PP OFFSITE WM	DSGN. BY: MAM	JOB NO.: 456.267	FLD. BK./PG.: ---	SHEET NO.
DIR: 456267	DRN. BY: JGC	DATE: 08-22-2023	SCALE: 1" = 50'H, 5'V.	04 of 07

PLOT FILE CREATED: 9/12/2023 11:27 AM BY JEFF CEBULA DRAWING LAST SAVED: 9/12/2023 11:30 AM BY JEFF CEBULA DRAWING PATH: P:\456267\DWG\ENCL\DRAWINGS\FINAL DRAFTING OFFSITE WM.VP OFFSITE WM.DWG



OFFSITE WATERMAIN

NOTE:
ALL DISTURBED AREAS SHALL BE RESTORED TO EXISTING GRADE WITH SEED AND BLANKET.



PREPARED FOR:
HAMPSHIRE EAST LLC
1751 A WEST DIEHL ROAD
NAPERVILLE, ILLINOIS 60563
(630) 851-5490

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
Ph: 630.862.2100 Fax: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

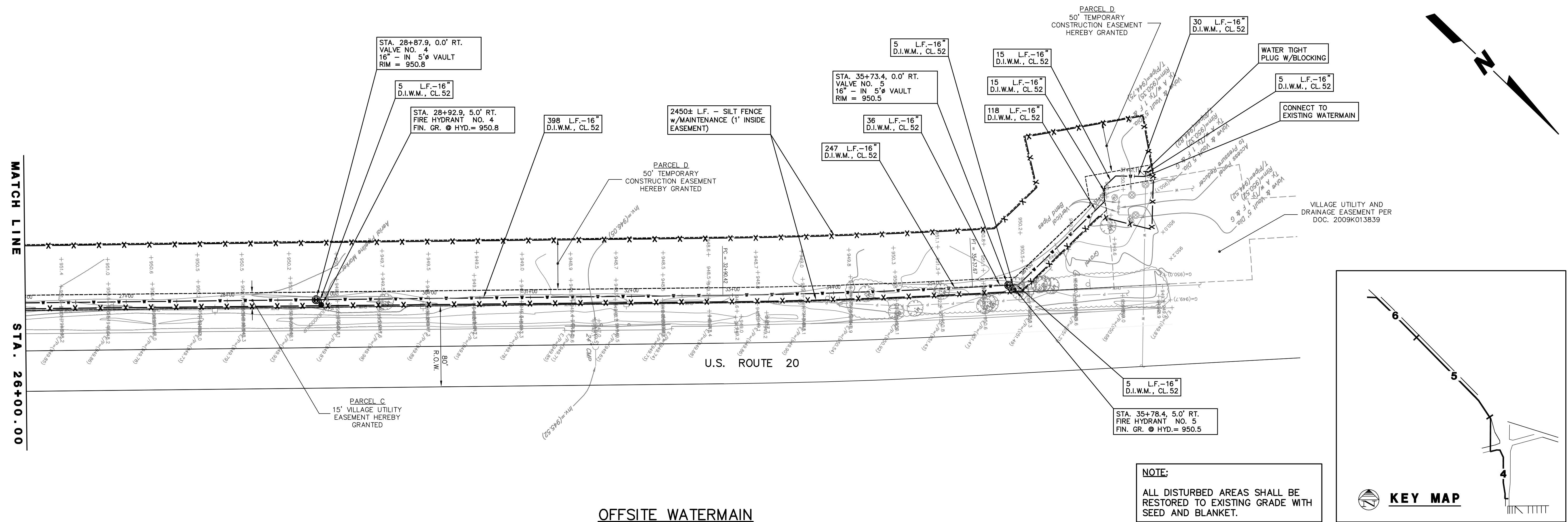
REVISIONS		REVISIONS			
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

OFFSITE WATERMAIN - STA. 13+00 TO STA. 26+00
OAKSTEAD OFFSITE WATERMAIN EXTENSION

FILE NAME: PP OFFSITE WM	DSGN. BY: MAM	JOB NO.: 456.267	FLD. BK./PG.: ---	SHEET NO.
DIR: 456267	DRN. BY: JGC	DATE: 08-22-2023	SCALE: 1" = 50'H, 5'V.	05 of 07

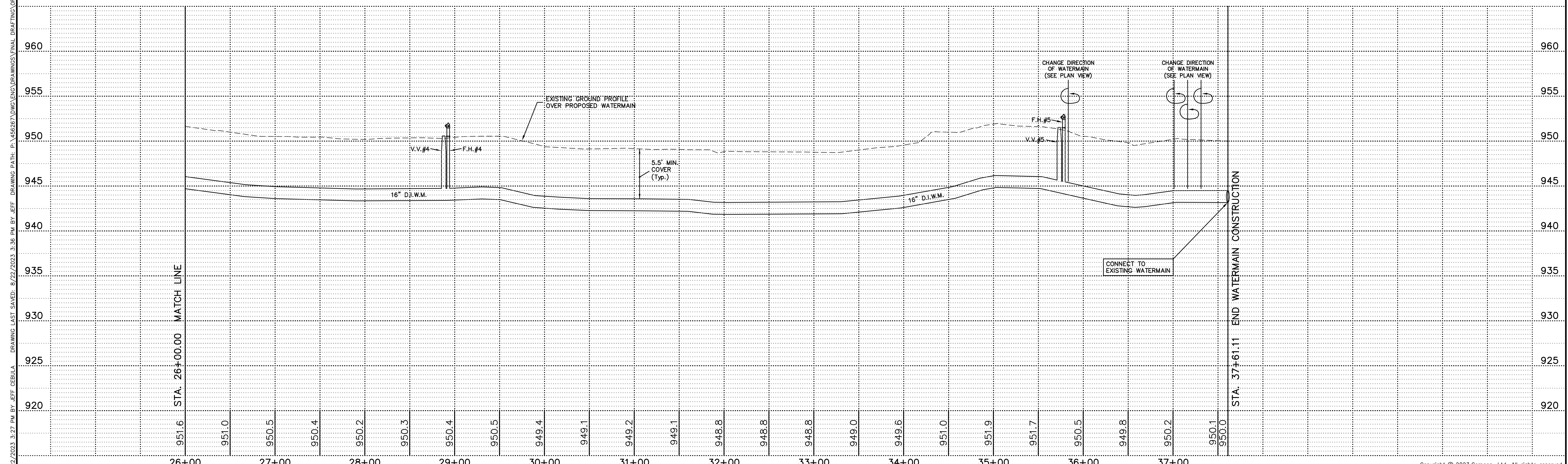
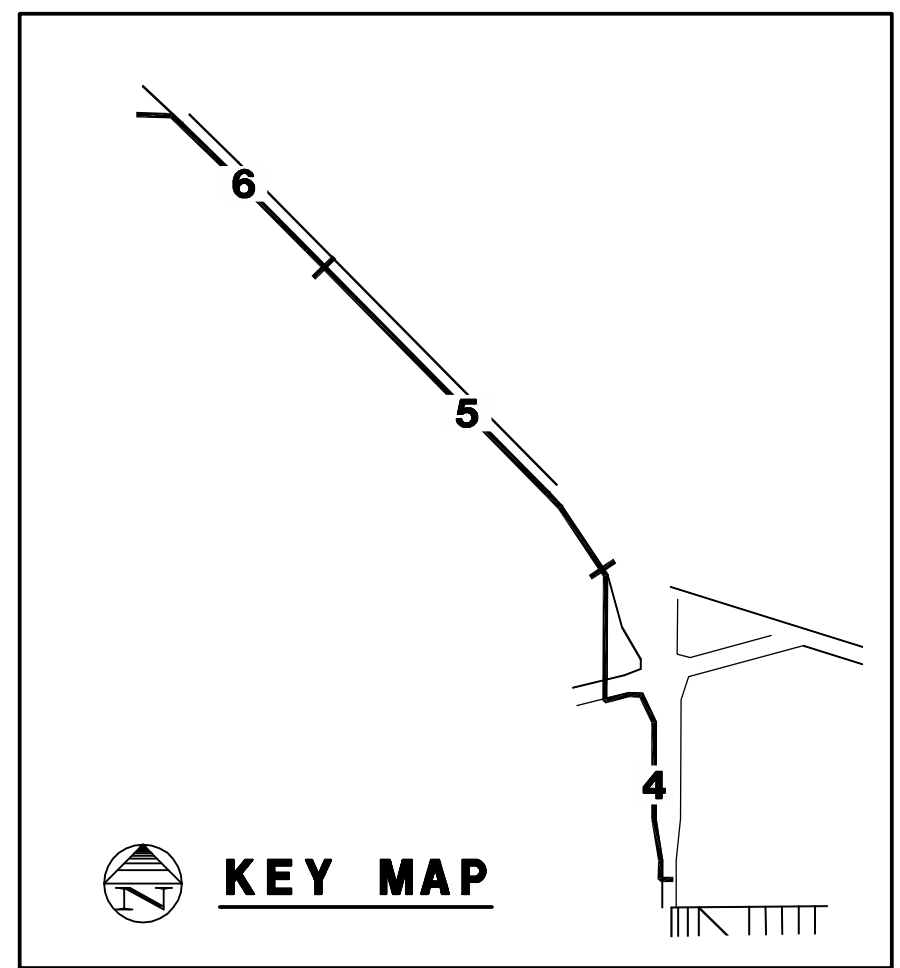
PLOT FILE CREATED: 8/22/2023 3:27 PM BY: JEFF CEBULA DRAWING LAST SAVED: 8/22/2023 3:36 PM BY: JEFF CEBULA DRAWING PATH: P:\456267\DWG\ENG\DRAWINGS\FINAL\DRAWING\OFFSITE\PP OFFSITE WM.DWG

DRAWING PATH: P:\456267\DWG\ENG\DRAWINGS\FINAL\DRAWING\OFFSITE\PP OFFSITE WM.DWG
 DRAWING LAST SAVED: 8/22/2023 3:36 PM BY: JEFF
 PLOT FILE CREATED: 8/22/2023 3:27 PM BY: JEFF CEBULA

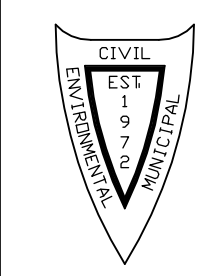


OFFSITE WATERMAIN

NOTE:
 ALL DISTURBED AREAS SHALL BE RESTORED TO EXISTING GRADE WITH SEED AND BLANKET.



PREPARED FOR:
 HAMPSHIRE EAST LLC
 1751 A WEST DIEHL ROAD
 NAPERVILLE, ILLINOIS 60563
 (630) 851-5490

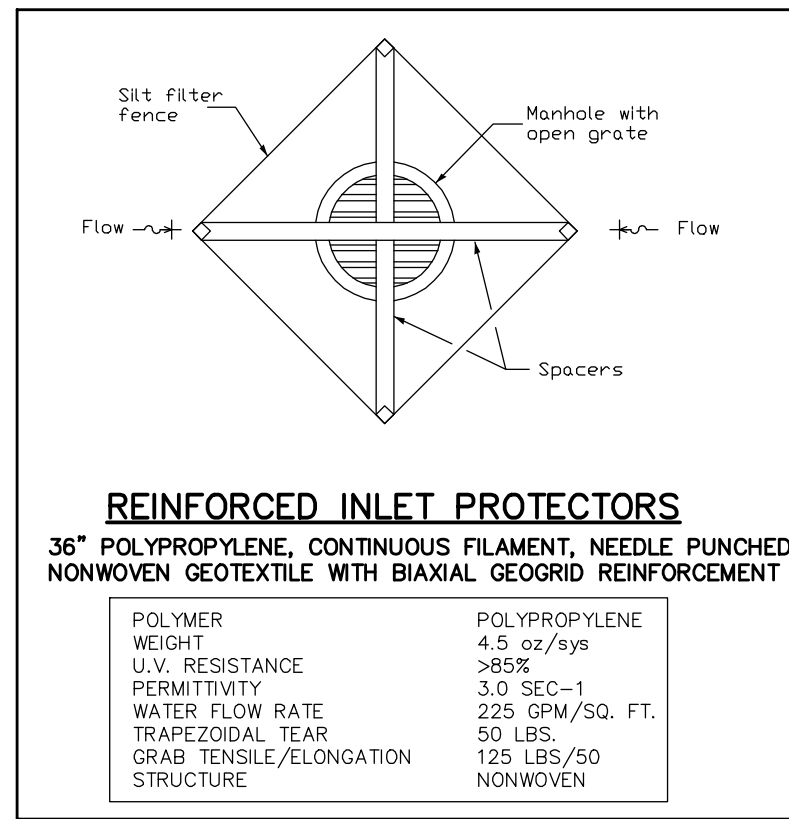


PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100
 Aurora, Illinois 60502-9675
 Ph: 630.862.2100 Fax: 630.862.2199
 E-Mail: info@cemcon.com Website: www.cemcon.com

REVISIONS		REVISIONS			
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

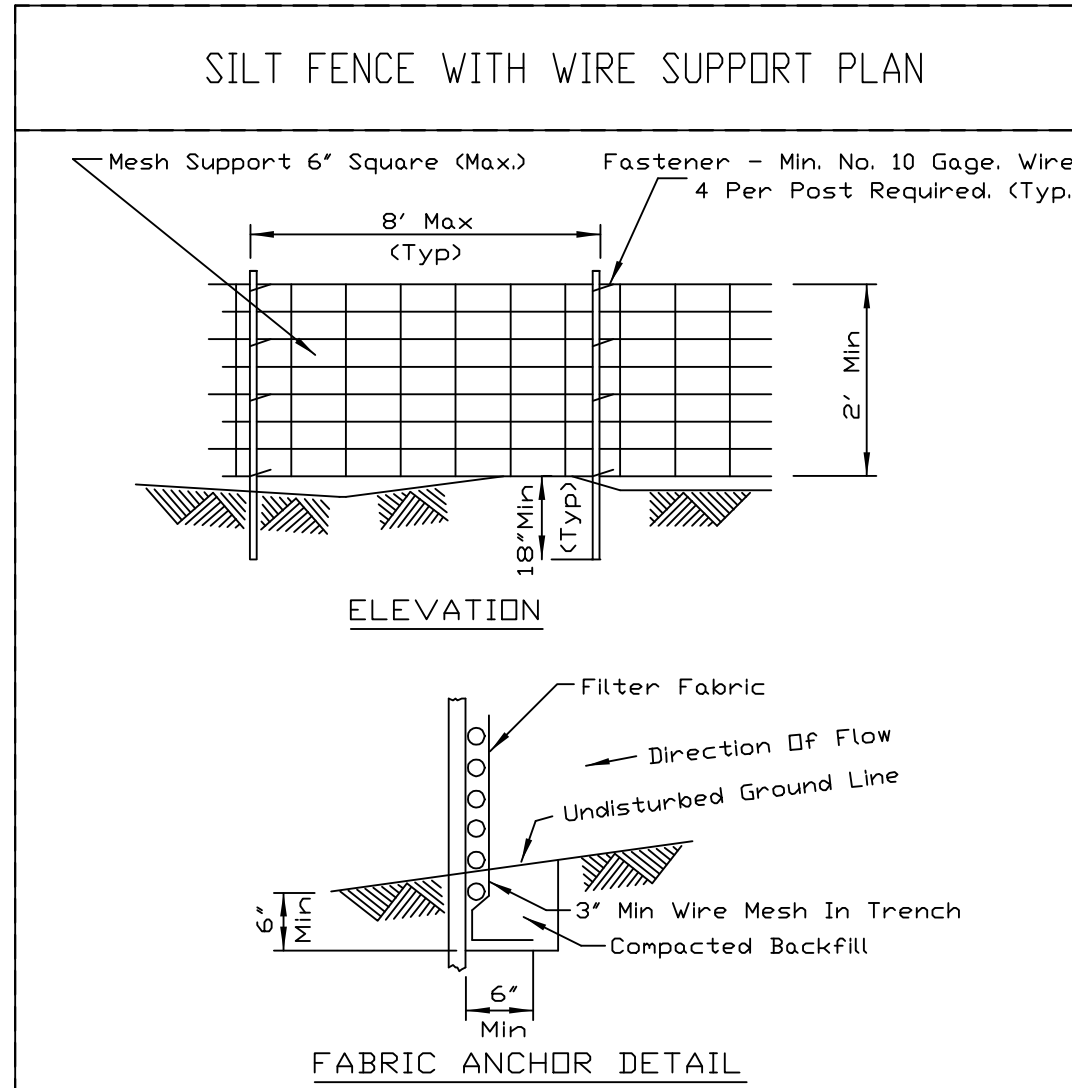
OFFSITE WATERMAIN - STA. 26+00 TO STA. 37+11.29
OAKSTEAD OFFSITE WATERMAIN EXTENSION

FILE NAME: PP OFFSITE WM	DSGN. BY: MAM	JOB NO.: 456.267	FLD. BK./PG.: ---	SHEET NO.
DIR: 456267	DRN. BY: JGC	DATE: 08-22-2023	SCALE: 1" = 50'H, 5'V.	06 of 07



GENERAL EROSION CONTROL NOTES

- UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL, REVISED FEBRUARY 2002.
- A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING BUT NOT LIMITED TO, ADDITIONAL PHASES OF DEVELOPMENT AND OFF-SITE BORROW OR WASTE AREAS) A SUPPLEMENTARY EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE OWNER FOR REVIEW BY THE KDSWCD.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY KDSWCD.
- DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
- THE DEVELOPER, OR A DESIGNER OF THE DEVELOPER, SHALL BE RESPONSIBLE FOR INSPECTION OF EROSION CONTROL PRACTICES.
- ALL INDIVIDUAL LOTS UNDER CONSTRUCTION SHALL EMPLOY APPROPRIATE EROSION CONTROL METHODS IN ACCORDANCE WITH THE LATEST VERSION OF THE ILLINOIS URBAN MANUAL.
- ALL STORM SEWER STRUCTURES CAPABLE OF ACCEPTING SURFACE DRAINAGE SHALL HAVE GEOTEXTILE FILTER FABRIC PLACED OVER DRAINAGE STRUCTURE AND ANCHORED WITH FRAME & GRATE.
- LOW-COMPACTATION EQUIPMENT AND TIMBER MATS SHALL BE USED WHERE POSSIBLE TO LIMIT THE DISTURBANCE IN WETLAND AREAS.
- TEMPORARY DITCH CHECKS SHALL BE INSTALLED ALONG DISTURBED AREAS ON SLOPES ACCORDING TO THE ILLINOIS URBAN MANUAL.
- WETLAND BUFFER FENCE TO BE CONSTRUCTED ACCORDING TO TYPICAL DETAIL FOR SILT FENCE CONSTRUCTION.
- PROJECT DELINEATION FENCE TO BE CONSTRUCTED ACCORDING TO TYPICAL DETAIL FOR SILT FENCE CONSTRUCTION.
- STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES (i.e. PERIMETER SILT FENCE). STOCKPILES TO REMAIN IN PLACE FOR 21 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING. ALL STOCKPILES SHALL BE LOCATED IN UPLAND AREAS THAT DO NOT HAVE A HIGH POTENTIAL FOR CONTRIBUTING SEDIMENTS TO STORMWATER FACILITIES, WETLANDS, OR OFF-SITE AREAS.
- IN AREAS WHERE WORK IS COMPLETE, PERMANENT STABILIZATION SHALL OCCUR WITHIN 7 DAYS OF COMPLETION, AND IN AREAS WHERE WORK HAS TEMPORARILY CEASED FOR 21 DAYS OR MORE, TEMPORARY STABILIZATION SHALL OCCUR BY THE 14TH DAY AFTER WORK HAS CEASED.
- PRIORITY SHALL BE GIVEN TO THE COMPLETION AND STABILIZATION OF THE DETENTION AREAS. WORK IN THESE AREAS SHALL NOT BE PROLONGED IN ATTEMPT THAT ALL FINAL GRADING AND STABILIZATION CAN TAKE PLACE AT ONE TIME.
- THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WINTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.
- THE KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT (KDSWCD) MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITIES AND ONE WEEK PRIOR TO FINAL INSPECTION.
- ALL ADJACENT ROADWAYS MUST BE KEPT CLEAR OF DEBRIS AND SHALL BE INSPECTED DAILY AND CLEANED WHEN NECESSARY.

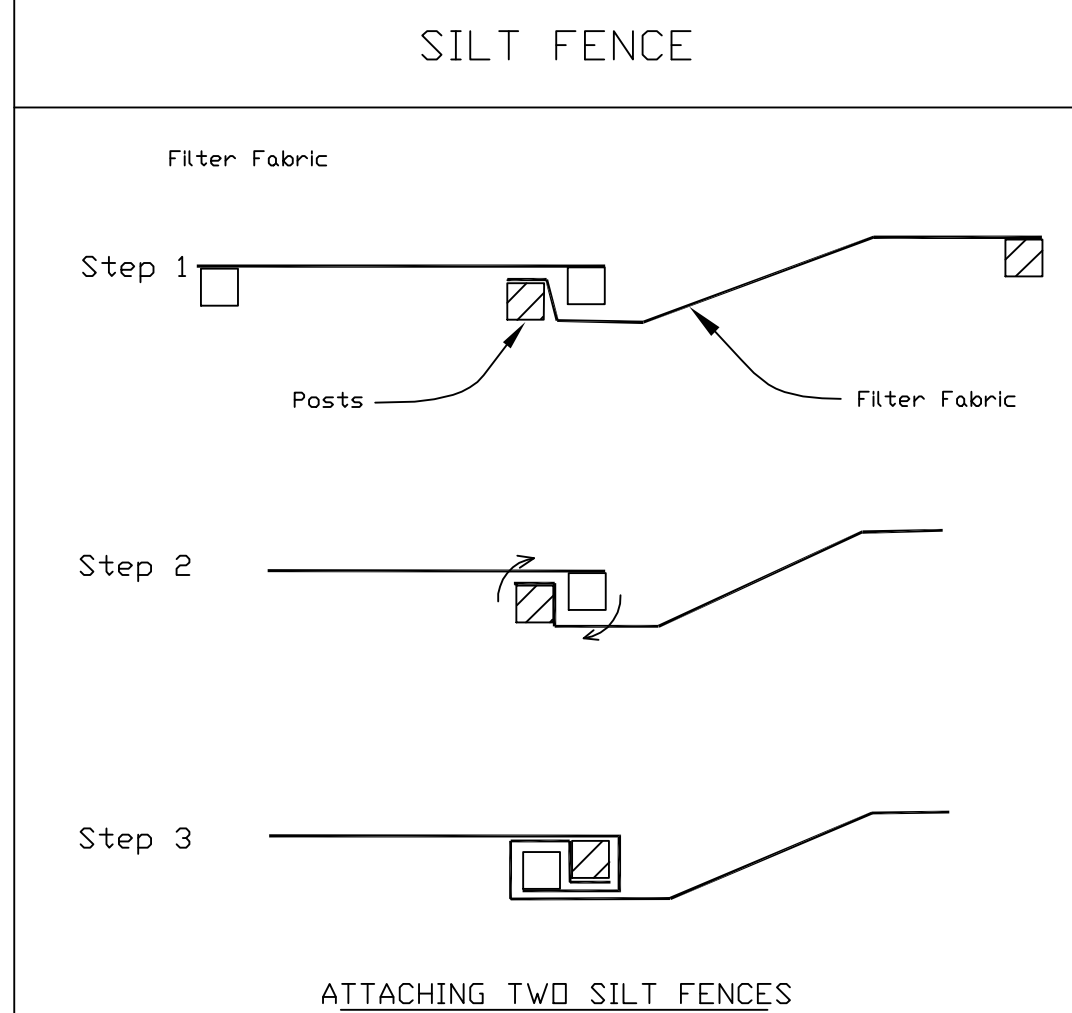


- NOTES:
- Wires of mesh support shall be min. gage no. 12.
 - Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
 - Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2, Class I with equivalent opening size of at least 30 for nonwoven and 50 for woven.
 - Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 3.0 sq. in.

REFERENCE	Project	Date	Designed	Date	Checked	Date	Approved	Date

NRCS
Natural Resource Conservation Service

STANDARD DWG. NO. IL-620W
SHEET 1 OF 2
DATE 3-3-95

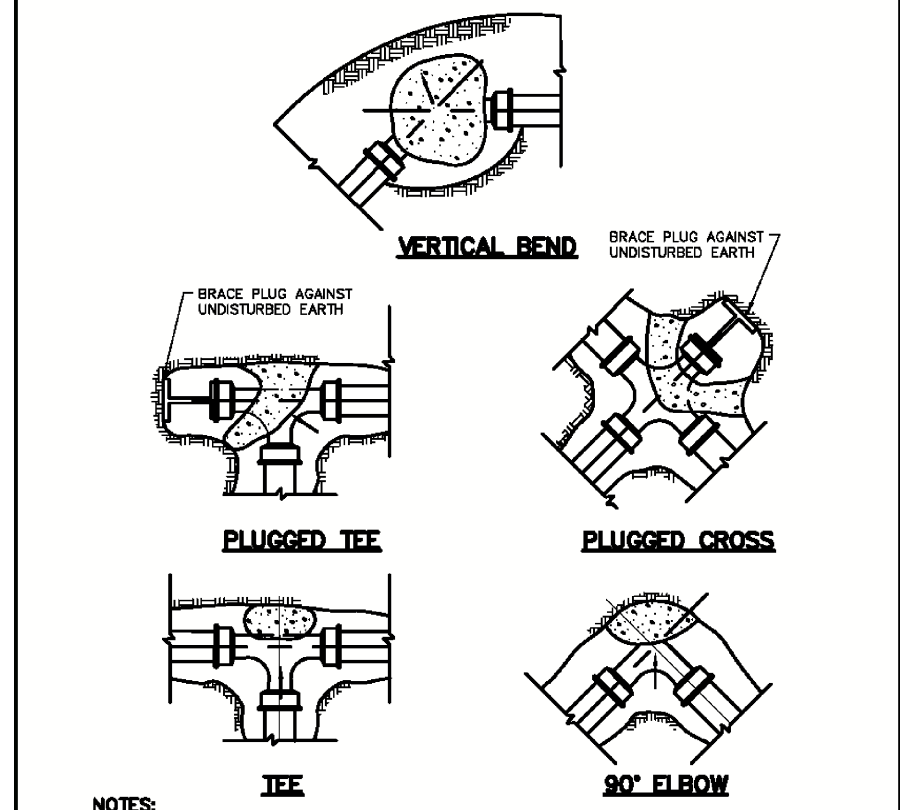
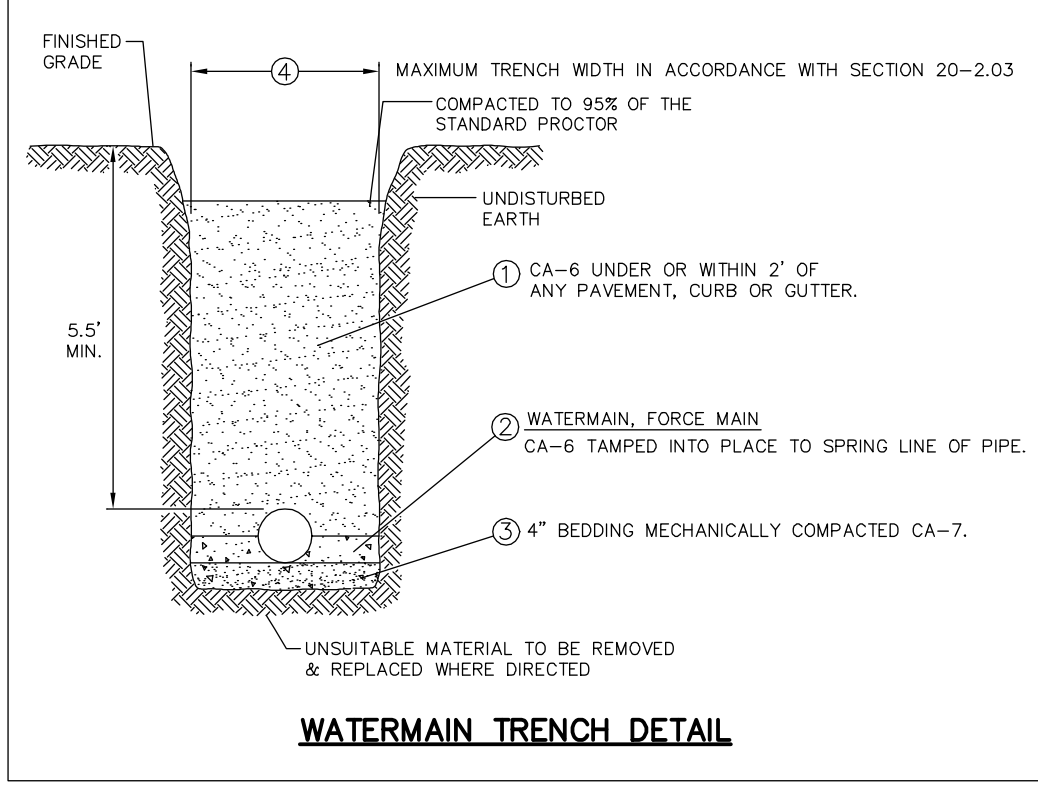
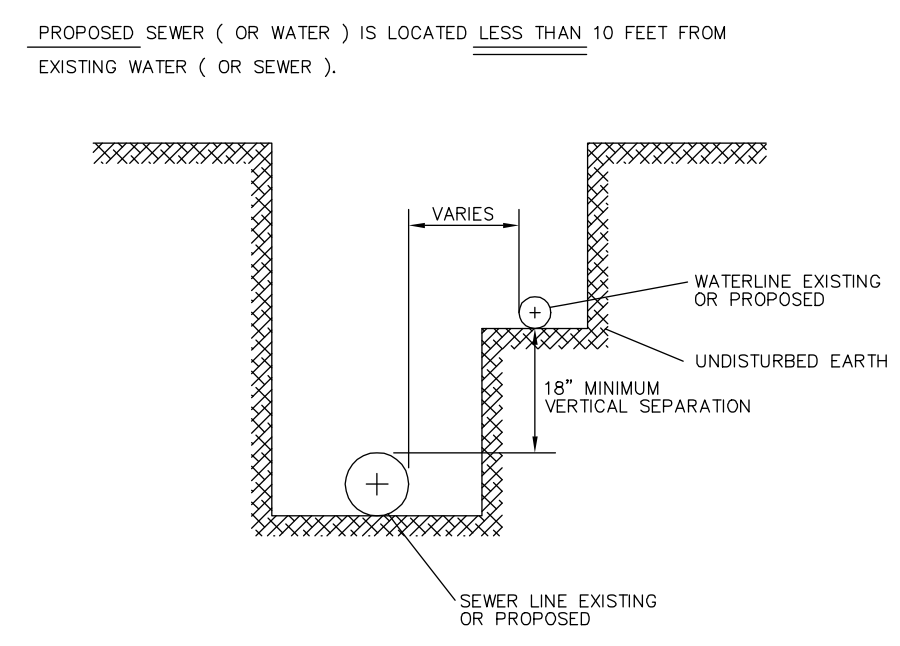
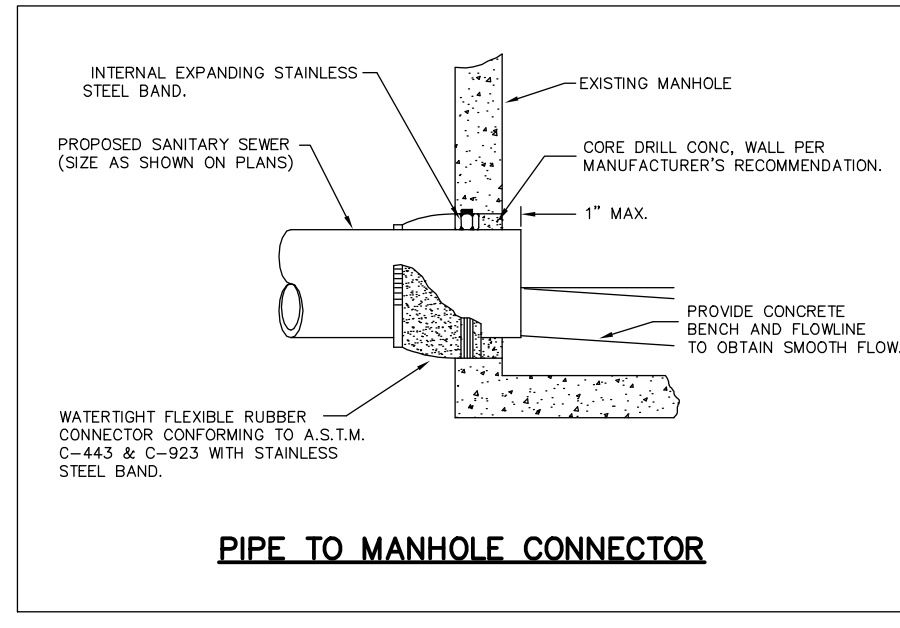


- NOTES:
- Place the end post of the second fence inside the end post of the first fence. Rotate both posts at least 180 degrees in a clockwise direction to create a tight seal with the fabric material. Drive both posts a minimum of 18 inches into the ground and bury the flip.

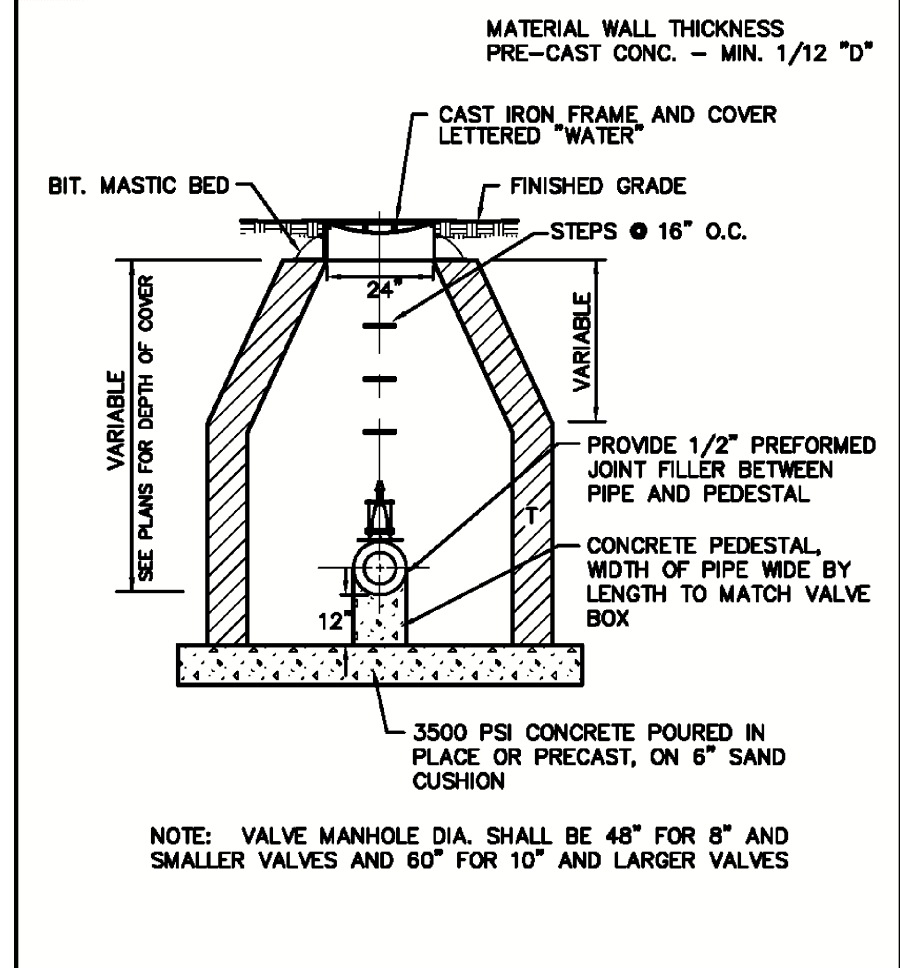
REFERENCE	Project	Date	Designed	Date	Checked	Date	Approved	Date

NRCS
Natural Resource Conservation Service

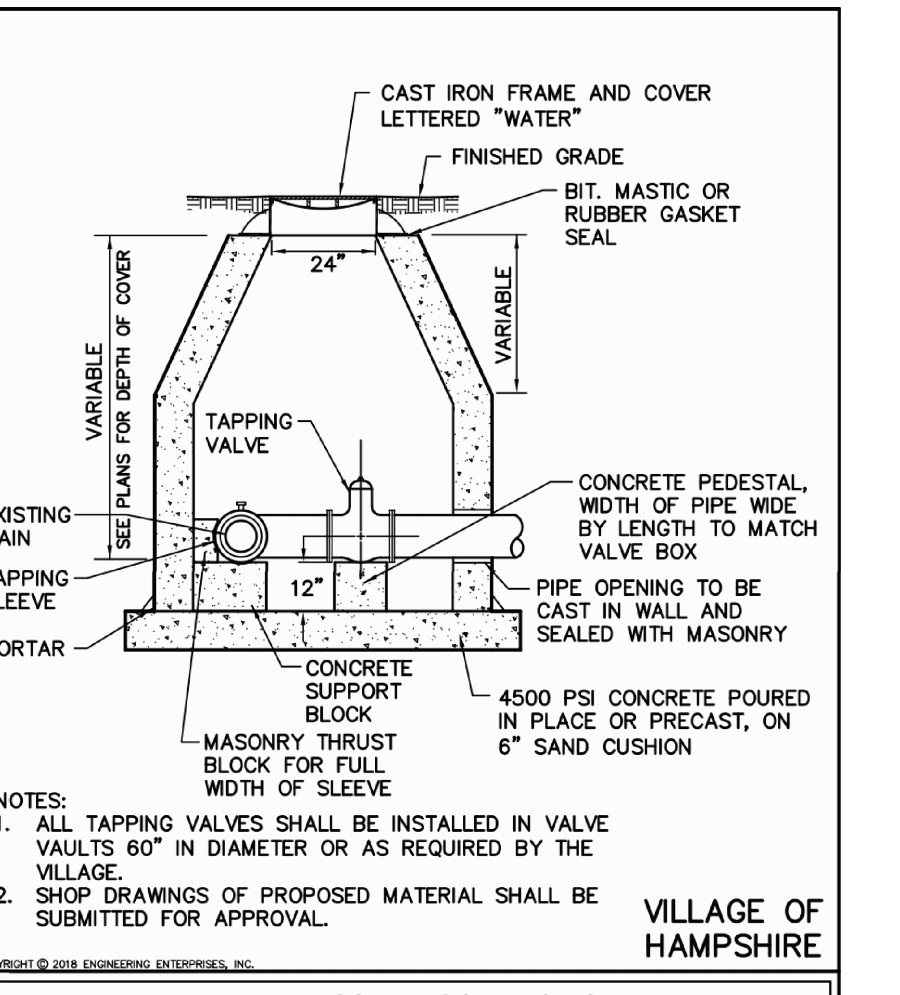
STANDARD DWG. NO. IL-620(W)
SHEET 2 OF 2
DATE 1-29-99



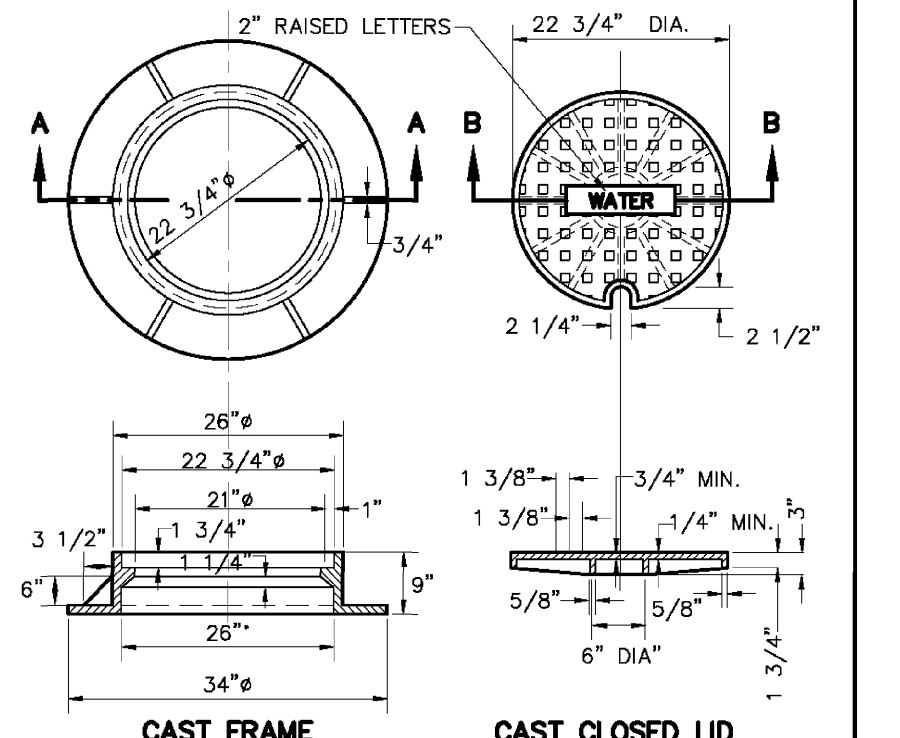
ENGINEERING ENTERPRISES, INC.	SCALE: N.T.S.	DRAWING NUMBER: WA19	DATE: 5/16/90	DESIGNED BY: MAM	CHECKED BY: JGC	DATE: 8/8/96
-------------------------------	---------------	----------------------	---------------	------------------	-----------------	--------------



ENGINEERING ENTERPRISES, INC.	SCALE: N.T.S.	DRAWING NUMBER: WA17	DATE: 1/4/94	DESIGNED BY: MAM	CHECKED BY: JGC	DATE: 8/8/96
-------------------------------	---------------	----------------------	--------------	------------------	-----------------	--------------

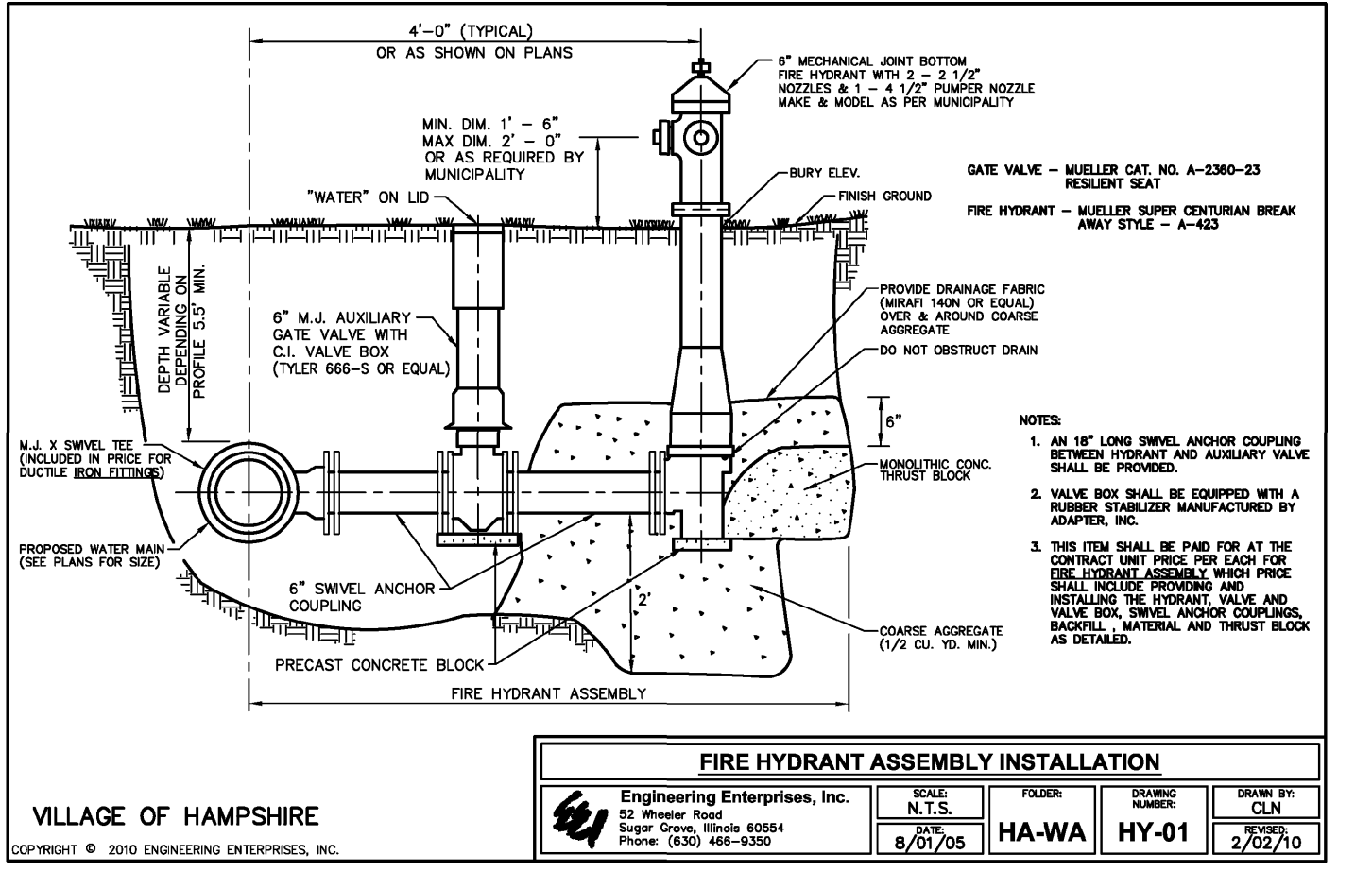


ENGINEERING ENTERPRISES, INC.	SCALE: N.T.S.	DRAWING NUMBER: HA022	DATE: 1/17/18	DESIGNED BY: MAM	CHECKED BY: JGC	DATE: 8/8/96
-------------------------------	---------------	-----------------------	---------------	------------------	-----------------	--------------

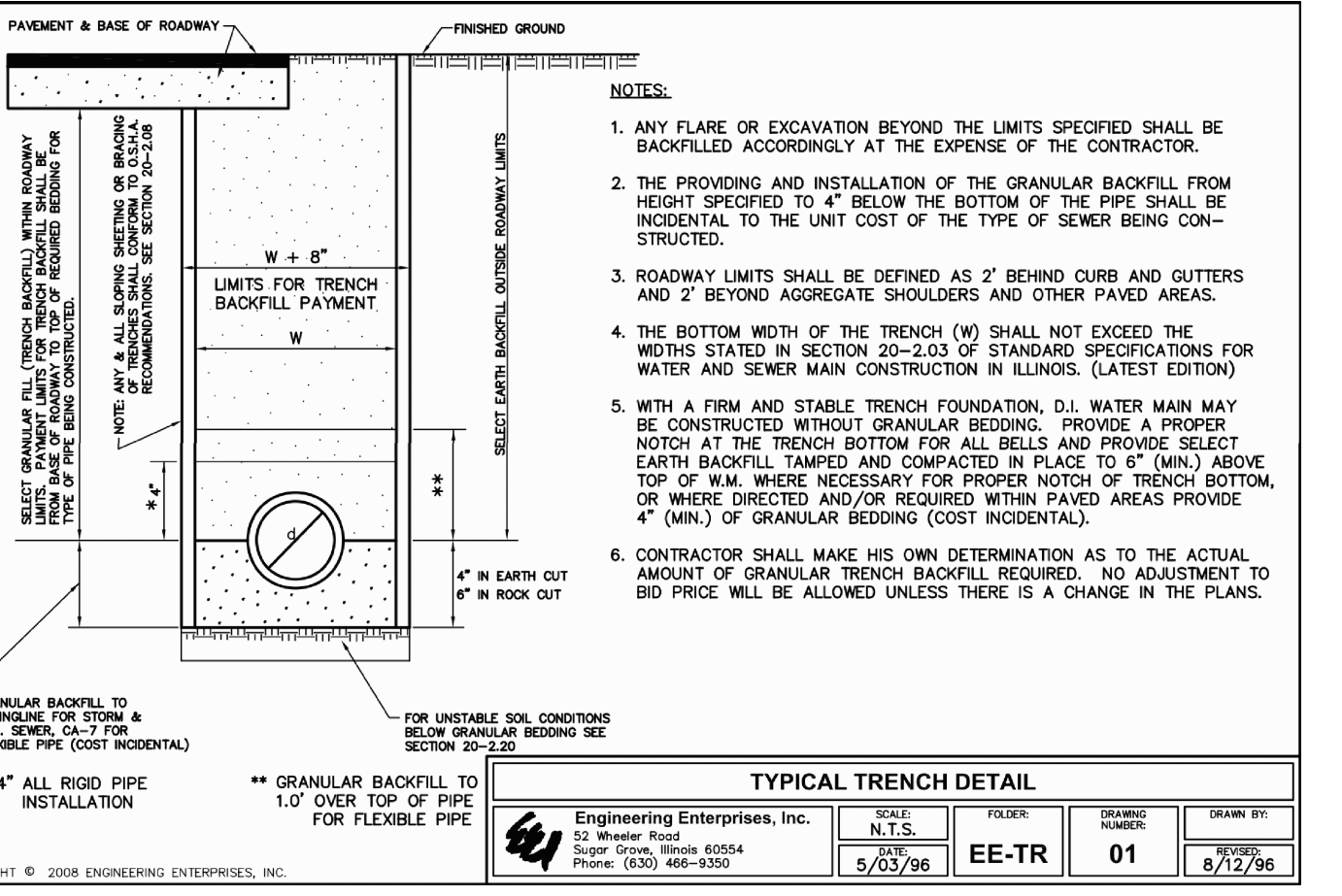


- NOTES:
- CLOSED LIDS SHALL HAVE THE WORD "SANITARY, STORM, OR WATER" CAST IN AS APPLICABLE.
 - SANITARY MANHOLE LIDS SHALL BE SELF-SEALING WITH CONCEALED PICKHOLES.
 - DIMENSIONS ARE COMPARABLE TO MNEAH R-1713.
 - STORM MANHOLE LIDS MAY BE OPEN OR CLOSED AS SPECIFIED ON PLANS (USE TYPE B CLOSED LIDS OR TYPE D GRATE FOR OPEN LIDS).

ENGINEERING ENTERPRISES, INC.	SCALE: N.T.S.	DRAWING NUMBER: B42	DATE: 12/28/96	DESIGNED BY: MAM	CHECKED BY: JGC	DATE: 12/20/04
-------------------------------	---------------	---------------------	----------------	------------------	-----------------	----------------



Engineering Enterprises, Inc.	SCALE: N.T.S.	DRAWING NUMBER: HA-WA	DATE: 8/31/95	DESIGNED BY: MAM	CHECKED BY: JGC	DATE: 2/22/10
-------------------------------	---------------	-----------------------	---------------	------------------	-----------------	---------------



Engineering Enterprises, Inc.	SCALE: N.T.S.	DRAWING NUMBER: EE-TR	DATE: 5/31/96	DESIGNED BY: MAM	CHECKED BY: JGC	DATE: 8/13/96
-------------------------------	---------------	-----------------------	---------------	------------------	-----------------	---------------

PLOT FILE CREATED: 9/12/2023 11:28 AM BY JEFF CEBULA
DRAWING PATH: F:\456267\DWG\ENG\DRAWINGS\FINAL DRAFTING\OFFSITE\WA.DWG
DRAWING LAST SAVED: 9/12/2023 11:34 AM BY JEFF CEBULA

PREPARED FOR:
HAMPSHIRE EAST LLC
1751 A WEST DIEHL ROAD
NAPERVILLE, ILLINOIS 60563
(630) 851-5490

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
Ph: 630.862.2100 Fax: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

NO.		DATE		DESCRIPTION		REVISIONS	
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION	NO.	DATE
1	09-12-23/JGC	REVISED PER VILLAGE REVIEW LETTER DATED 09-07-23					

CONSTRUCTION AND EROSION CONTROL DETAILS

OAKSTEAD OFFSITE WATERMAIN EXTENSION

FILE NAME: DETAILS OFFSITE WM	DSGN. BY: MAM	JOB NO.: 456.267	FLD. BK./PG.: ---	SHEET NO. 07 of 07
DIR: 456267	DRN. BY: JGC	DATE: 08-22-2023	SCALE: 1" = NONE	

EXHIBIT D

ESTIMATE COST OF WATER MAIN EXTENSION

**CEMCON, Ltd.
ENGINEER'S PRELIMINARY OPINION OF
PROBABLY CONSTRUCTION COSTS**

PROJECT: OAKSTEAD - Offsite Watermain

DATE: March 14, 2023

JOB NO.: 456.267

REVISED: April 7, 2023

Estimated Per EEI Comprehensive Utility Master Plan - Dated 3-2023

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
I. <u>EROSION CONTROL IMPROVEMENTS</u>					
1.	Class 1 Seed Mix	1.0	Ac.	\$ 3,500.00	\$ 3,500.00
2.	Erosion Control Blank	42,200	S.F.	0.35	14,770.00
3.	Tree Clearing	1	L.S.	25,000.00	25,000.00
	Sub-Total Erosion Control Improvements				\$ 43,270.00
II. <u>WATERMAIN IMPROVEMENTS</u>					
1.	DIWM 16", Cl. 52 w/ Polyethelene Wrap	4,215	L.F.	\$ 95.00	\$ 400,425.00
2.	16" Valve in 5' Dia. Vault	3	E.A.	5,000.00	15,000.00
3.	Hydrant w/Aux. Valve	10	E.A.	7,000.00	70,000.00
4.	Auger Steel Casing Pipe, 24"	200	L.F.	350.00	70,000.00
5.	Connect to Existing Watermain	1	E.A.	2,000.00	2,000.00
6.	Easement Acquisition	1	L.S.	50,000.00	50,000.00
	Sub-Total Watermain Improvements				\$ 607,425.00
<u>SUMMARY</u>					
I. EROSION CONTROL IMPROVEMENTS					\$ 43,270.00
II. WATERMAIN IMPROVEMENTS					\$ 607,425.00
TOTAL IMPROVEMENTS					\$ 650,695.00

EXHIBIT E

CERTIFIED COST OF WATER MAIN EXTENSION

(TO BE PROVIDED AND ATTACHED TO THIS AGREEMENT AND
RECORDED AFTER THE DATE OF COMPLETION)

EXHIBIT F

BRIER HILL PROPERTY EASEMENT

[FORM OF EASEMENT AGREEMENT FOLLOWS]

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Nelly Rosenberg
Gould & Ratner LLP
222 N. LaSalle Street, Suite 300
Chicago, IL 60601

THE ABOVE SPACE FOR RECORDER'S USE

**GRANT OF UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

THIS GRANT OF UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT (“Easement Agreement”) is executed on the date of the parties’ acknowledgements, by and between **BRIER HILL CROSSING, LLC**, a Delaware limited liability company (“Grantor”), **HAMPSHIRE EAST LLC**, an Illinois Limited Liability Company (“Developer”), and the **VILLAGE OF HAMPSHIRE**, an Illinois municipal corporation, located in Kane County, Illinois (the “Village”).

WITNESSETH:

WHEREAS, Grantor owns that certain parcel of land legally described on **Exhibit 1**, attached hereto and incorporated herein by reference, referred to as the “**Grantor Parcel**”; and

WHEREAS, Developer owns that certain parcel of land legally described on **Exhibit 2**, attached hereto and incorporated herein by reference, referred to as the “**Developer Parcel**”;

WHEREAS, in connection with Developer’s proposed development of the Developer Parcel, the Grantor, Developer, and Village wish to establish a certain utility easement upon the Grantor Parcel for the benefit and complement of the Village and the Developer Parcel and the present and future owners and occupants thereof, and a temporary construction easement on,

over and across a portion of the Grantor Parcel in connection thereto on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are material to this Easement Agreement and are expressly incorporated into and made a part of this Agreement as fully as though set forth in their entirety in this Paragraph 1. The Parties acknowledge the accuracy and truth of the foregoing recitals.

2. Grant of Utility Easement. Grantor does hereby grant, establish, covenant and convey to the Village and Developer (and Developer's assignees) for the Developer Parcel (and all owners thereof) a perpetual, non-exclusive easement upon, under, over, above and across the area described on **Exhibit 3** attached hereto (the "**Utility Easement Area**") for the construction, installation, maintenance, repair, modification, removal and replacement of water mains and related potable water facilities (the "**Utility Facilities**"), as necessary for the orderly development and operation of the Developer Parcel and the Grantor Parcel and any improvements from time to time located therein (the "**Utility Easement**"). The Utility Easement granted herein shall include the right of reasonable ingress and egress of such areas of the Grantor Parcel as may be necessary or reasonably desired to exercise the rights herein granted.

3. Temporary Construction Easement. Grantor hereby grants and conveys to Developer, its officers, agents, employees, officials, contractors, and subcontractors, and Developer's assignees a non-exclusive and temporary easement upon, under, over, above and across the area described on **Exhibit 4** attached hereto (the "**Construction Easement Area**") for

access, studies, samples, staging, and construction, testing, and completion of the Utility Facilities and related activities (the "Construction Easement"). The Construction Easement Area and the Utility Easement Area shall collectively be referred to as the "Easement Area."

4. Use of Easement. Grantor shall keep the Easement Area free from obstruction or obstacles that would unreasonably interfere with Developer's or Village's use of or access to the Easement Area. The rights granted pursuant to such Utility Easement and Construction Easement shall at all times be exercised in such manner so as not to interfere with the normal operation of the Grantor Parcel. All Utility Facilities shall be installed and maintained below the ground level or surface of the Utility Easement Area except for such parts thereof that cannot and are not intended to be placed below the surface. The party exercising its rights pursuant to the Utility Easement and Construction Easement herein granted shall use commercially reasonable efforts to complete construction of the Utility Facilities within one (1) year after commencing construction and shall restore the affected portions of the Easement Area to a condition substantially as good as that which existed prior to such construction, repair, maintenance, replacement, modification or removal.

5. Easements Run with the Land. The Utility Easement and Construction Easement and rights described herein are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon any owner, purchaser, mortgagee or any other person having an interest in either the Grantor Parcel or the Developer Parcel, or any part or portion thereof.

6. Term. The easements, covenants, conditions and restrictions contained in this Easement Agreement shall be effective commencing on the date of recordation of this Easement

Agreement in the office of the Recorder for Kane County, Illinois and shall remain in full force and effect thereafter in perpetuity, unless this Easement Agreement is modified, amended, canceled or terminated by the written consent of all then record owners of the Grantor Parcel and Developer Parcel and the Village.

7. Further Assurances. Each party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or reasonably requested by another party, in furtherance of the intent and purposes of this Easement Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

8. Remedies. In the event of any violation or threatened violation of any of the provisions of this Easement Agreement by a party, then, in addition to any other rights available at law, in equity, or under this Easement Agreement, the other party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

9. Indemnity. Each party will indemnify and hold the other harmless from and against all claims of injuries or damages, including reasonable attorneys' fees, arising out of the use of the Easement Area, except if caused by the willful misconduct or gross negligence of the other party hereto.

10. Notice. Any notice, demand, request, consent, approval, designation or other communication ("**Notice**") made pursuant to this Easement Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the following addresses:

If to the Village: Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457
Attention: Village Clerk

If to Developer: Hampshire East LLC
1751 West Diehl Road, Suite A
Naperville, IL 60563
Attention: Theresa O. Frankiewicz

Copy to: Gould & Ratner LLP
222 North LaSalle Street, Suite 300
Chicago, Illinois 60601
Attention: John Mays

If to Grantor: Brier Hill Crossing, LLC
1 Overlook Point, Suite 100
Lincolnshire Corporate Center
Lincolnshire, IL 60069

Any party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

11. Severability. If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Easement Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Governing Law. This Easement Agreement shall be constructed in accordance with and governed by the laws of the State of Illinois.

13. Exhibits. All Exhibits attached hereto are by this reference incorporated into and made a part of this Easement Agreement.

14. Amendment. This Easement Agreement may only be modified or amended by a written instrument signed by Grantor, Developer, and their respective successors, successors-in-interest, successors-in-title, and assigns, and the Village, and recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

15. Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered in interpreting the provisions of this Easement Agreement.

16. Counterparts. This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

17. Authorizations. The Parties represent and warrant that the individuals executing this Agreement on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

BRIER HILL CROSSING, LLC, a Delaware limited liability company

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of **Brier Hill Crossing, LLC, a Delaware limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Recapture Agreement, on behalf of the Limited Liability Company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2023.

Notary Public

DEVELOPER:

HAMPSHIRE EAST LLC, an Illinois Limited Liability Company

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of **Hampshire East LLC, an Illinois Limited Liability Company**, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Recapture Agreement, on behalf of the Limited Liability Company and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2023.

Notary Public

VILLAGE:

**VILLAGE OF HAMPSHIRE, an Illinois
municipal corporation**

By: _____
Michael J. Reid, Jr.
Its: President

ATTEST:

By: _____
Its: Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY that _____
and _____, personally known to me to
be the Village President and Village Clerk, respectively, of the **VILLAGE OF HAMPSHIRE**, and
personally known to me to be the same persons whose names are subscribed to the foregoing
Recapture Agreement, appeared before me this day in person and severally acknowledged that as
such Village Mayor and Village Clerk, they signed and delivered said Recapture Agreement,
pursuant to authority given by the Board of Trustees of said village, as their free and voluntary act
and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2023.

Notary Public

EXHIBIT 1

DESCRIPTION OF GRANTOR PROPERTY

[to be attached]

Tax ID Number:

Commonly known as:

EXHIBIT 2

DESCRIPTION OF DEVELOPER PROPERTY

[to be attached]

Tax ID Number:

Commonly known as:

EXHIBIT 3

EASEMENT PARCEL DESCRIPTIONS

PARCEL A (15' UTILITY EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF BRIER HILL ROAD (U.S. ROUTE 20) PER DOCUMENT 1749116 AND 1727649 AND THE NORTH LINE OF THE SOUTHERLY EXCEPTION TO A TRACT DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT 1999K121441; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 15.00 FEET, ALONG SAID NORTH LINE, TO POINT ON A LINE 15.00 FEET WEST OF AND PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE; THE FOLLOWING FIVE (5) COURSES ARE ALONG SAID PARALLEL LINE: 1) THENCE NORTH 00 DEGREES 13 MINUTES 22 SECONDS EAST, 78.33 FEET; 2) THENCE NORTH 09 DEGREES 12 MINUTES 02 SECONDS WEST, 151.32 FEET; 3) THENCE NORTH 00 DEGREES 11 MINUTES 33 SECONDS EAST, 350.84 FEET; 4) THENCE NORTH 25 DEGREES 20 MINUTES 14 SECONDS WEST, 103.84 FEET; 5) THENCE NORTH 88 DEGREES 39 MINUTES 46 SECONDS WEST, 38.66 FEET TO POINT ON A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF BIG TIMBER ROAD DEDICATED PER DOCUMENT 369991; THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, 95.85 FEET, ALSO BEING ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 9017.40 FEET AND A CHORD BEARING SOUTH 75 DEGREES 46 MINUTES 51 SECONDS WEST; THENCE NORTH 00 DEGREES 11 MINUTES 30 SECONDS EAST, 15.47 FEET TO SAID SOUTHERLY LINE OF BIG TIMBER ROAD; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY LINE, 97.02 FEET, ALSO BEING ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 9002.40 FEET AND A CHORD BEARING NORTH 75 DEGREES 45 MINUTES 43 SECONDS EAST TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED BRIER HILL ROAD; THENCE THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG SAID WESTERLY LINE: (1) THENCE SOUTH 88 DEGREES 39 MINUTES 46 SECONDS EAST, 50.00 FEET; (2) THENCE SOUTH 25 DEGREES 20 MINUTES 14 SECONDS EAST, 116.49 FEET; (3) THENCE SOUTH 00 DEGREES 11 MINUTES 33 SECONDS WEST, 353.00 FEET; (4) THENCE SOUTH 09 DEGREES 12 MINUTES 02 SECONDS EAST, 151.33 FEET; (5) THENCE SOUTH 00 DEGREES 13 MINUTES 22 SECONDS WEST, 79.51 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL C (15' UTILITY EASEMENT)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, BOTH IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF A TRACT DESCRIBED AS PARCEL FOUR IN A TRUSTEE'S DEED RECORDED AS DOCUMENT 98K015330 WITH THE NORTHERLY RIGHT OF WAY LINE OF BIG TIMBER ROAD AS DEDICATED PER

DOCUMENT 369990; THENCE SOUTHWESTERLY, 15.51 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALSO BEING ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 8936.40 FEET AND A CHORD BEARING SOUTH 75 DEGREES 54 MINUTES 53 SECONDS WEST TO A POINT ON A LINE 15.00 FEET WEST OF AND PARALLEL WITH SAID EASTERLY TRACT LINE; THENCE NORTH 00 DEGREES 11 MINUTES 30 SECONDS EAST, ALONG SAID PARALLEL LINE, 380.84 FEET TO A POINT ON A LINE 15.00 FEET SOUTHWEST OF AND PARALLEL WITH THE U.S. ROUTE 20 SOUTHWESTERLY RIGHT OF WAY LINE AS SHOWN ON A PLAT OF HIGHWAYS RECORDED AS DOCUMENT 17276491; THE FOLLOWING FIVE (5) COURSES ARE ALONG SAID PARALLEL LINE AND ALSO ALONG A LINE 15.00 FEET SOUTHWEST OF AND PARALLEL WITH THE U.S. ROUTE 20 SOUTHWESTERLY EXISTING RIGHT OF WAY LINE AS SHOWN ON SAID HIGHWAY PLAT AND ALSO ALONG A LINE 15.00 FEET SOUTHWEST OF AND PARALLEL WITH THE U.S. ROUTE 20 SOUTHWESTERLY RIGHT OF WAY LINE AS DESCRIBED IN A DEDICATION OF RIGHT OF WAY RECORDED AS DOCUMENT 424659: 1) THENCE NORTH 33 DEGREES 42 MINUTES 04 SECONDS WEST, 297.15 FEET; 2) THENCE NORTHWESTERLY, 65.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1377.39 FEET AND A CHORD BEARING NORTH 43 DEGREES 15 MINUTES 57 SECONDS WEST TO A POINT OF TANGENCY; 3) THENCE NORTH 44 DEGREES 37 MINUTES 32 SECONDS WEST, 1649.55 FEET TO A POINT OF CURVATURE; 4) THENCE NORTHWESTERLY, 246.92 ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5674.58 FEET AND A CHORD BEARING NORTH 45 DEGREES 52 MINUTES 20 SECONDS WEST TO A POINT OF TANGENCY; 5) THENCE NORTH 47 DEGREES 07 MINUTES 08 SECONDS WEST, 42.89 FEET; THENCE NORTH 88 DEGREES 01 MINUTE 03 SECONDS WEST, 102.94 FEET, THENCE SOUTHWESTERLY, 28.35 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 748.00 FEET AND A CHORD BEARING SOUTH 35 DEGREES 50 MINUTES 21 SECONDS WEST; THENCE NORH 54 DEGREES 05 MINUTES 52 SECONDS WEST, 67.39 FEET; THENCE NORTH 35 DEGREES 54 MINUTES 08 SECONDS EAST, 15.00 FEET TO THE SOUTHWESTERLY LINE OF SOUTHWESTERLY LINE OF A VILLAGE UTILITY AND DRAINAGE EASEMENT PER DOCUMENT 2009K013839; THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHWESTERLY AND SOUTHEASTERLY LINES OF SAID EASEMENT; 1) THENCE SOUTH 54 DEGREES 05 MINUTES 52 SECONDS EAST, 52.24 FEET; 2) THENCE NORTHEASTERLY, 21.46 FEET, ALONG SAID SOUTHEASTERLY LINE, ALSO BEING ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 763.00 FEET AND A CHORD BEARING NORTH 36 DEGREES 42 MINUTES 30 SECONDS EAST; THENCE SOUTH 88 DEGREES 01 MINUTES 03 SECONDS EAST, 116.30, MORE OR LESS, TO THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 PER DOCUMENTS 424659 AND 17276491; THE FOLLOWING FIVE (5) COURSES ARE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE: 1) THENCE SOUTH 47 DEGREES 07 MINUTES 08 SECONDS EAST, 48.48 FEET TO A POINT OF CURVATURE; 2) THENCE SOUTHEASTERLY, 247.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5689.58 FEET AND A CHORD BEARING SOUTH 45 DEGREES 52 MINUTES 20 SECONDS EAST TO A POINT OF TANGENCY; 3) THENCE SOUTH 44 DEGREES 37 MINUTES 32 SECONDS EAST, 1649.55 FEET TO A POINT OF CURVATURE; 4) THENCE SOUTHEASTERLY, 67.17 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1392.39 FEET AND A CHORD BEARING SOUTH 43 DEGREES 14 MINUTES 37 SECONDS EAST; 5) THENCE SOUTH 33 DEGREES 42 MINUTES 04 SECONDS EAST, 302.79 FEET TO THE AFOREMENTIONED EASTERLY LINE OF A TRACT DESCRIBED AS PARCEL FOUR IN

A TRUSTEE'S DEED RECORDED AS DOCUMENT 98K015330; THENCE SOUTH 00 DEGREES 11 MINUTES 30 SECONDS WEST, ALONG SAID EASTERLY LINE, 381.59 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

EXHIBIT 4

EASEMENT PARCEL DESCRIPTIONS

PARCEL B (5' TEMPORARY CONSTRUCTION EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF BRIER HILL ROAD (U.S. ROUTE 20) PER DOCUMENT 1749116 AND 1727649 AND THE NORTH LINE OF THE SOUTHERLY EXCEPTION TO A TRACT DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT 1999K121441; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 15.00 FEET, ALONG SAID NORTH LINE, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 06 SECONDS WEST, 50.00 FEET TO POINT ON A LINE 65.00 FEET WEST OF AND PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE; THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID PARALLEL LINE: 1) THENCE NORTH 00 DEGREES 13 MINUTES 22 SECONDS EAST, 74.37 FEET; 2) THENCE NORTH 09 DEGREES 12 MINUTES 02 SECONDS WEST, 151.31 FEET; 3) THENCE NORTH 00 DEGREES 11 MINUTES 33 SECONDS EAST, 343.62 FEET; 4) THENCE NORTH 25 DEGREES 20 MINUTES 14 SECONDS WEST, 61.92 FEET TO POINT ON A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF BIG TIMBER ROAD DEDICATED PER DOCUMENT 369991; THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE, 157.24 FEET, ALSO BEING ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 9067.40 FEET AND A CHORD BEARING SOUTH 76 DEGREES 00 MINUTES 09 SECONDS WEST; THENCE NORTH 00 DEGREES 11 MINUTES 30 SECONDS EAST, 66.92 FEET TO SAID SOUTHERLY LINE OF BIG TIMBER ROAD; THENCE NORTHEASTERLY, 51.52 FEET, ALONG SAID SOUTHERLY LINE, ALSO BEING ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 9002.40 FEET AND A CHORD BEARING NORTH 76 DEGREES 14 MINUTES 05 SECONDS EAST; THENCE SOUTH 00 DEGREES 11 MINUTES 30 SECONDS WEST, 15.47 FEET TO POINT ON A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SAID SOUTHERLY RIGHT OF WAY LINE OF BIG TIMBER ROAD; THENCE NORTHEASTERLY, 98.85 FEET, ALONG SAID PARALLEL LINE, ALSO BEING ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 9017.40 FEET AND A CHORD BEARING NORTH 75 DEGREES 46 MINUTES 51 SECONDS EAST TO A POINT ON A LINE 15 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF SAID BRIER HILL ROAD; THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG SAID PARALLEL LINE: 1) THENCE SOUTH 88 DEGREES 39 MINUTES 46 SECONDS EAST, 38.66 FEET; 2) THENCE SOUTH 25 DEGREES 20 MINUTES 14 SECONDS EAST, 103.84 FEET; 3) THENCE SOUTH 00 DEGREES 11 MINUTES 33 SECONDS WEST, 350.84 FEET; 4) THENCE SOUTH 09 DEGREES 12 MINUTES 02 SECONDS EAST, 151.32 FEET; 5) THENCE SOUTH 00 DEGREES 13 MINUTES 22 SECONDS WEST, 78.33 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL D (50' TEMPORARY CONSTRUCTION EASEMENT)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, BOTH IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF A TRACT DESCRIBED AS PARCEL FOUR IN A TRUSTEE'S DEED RECORDED AS DOCUMENT 9BK015330 WITH THE NORTHERLY RIGHT OF WAY LINE OF BIG TIMBER ROAD AS DEDICATED PER DOCUMENT 369990; THENCE SOUTHWESTERLY, 15.51 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALSO BEING ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 8936.40 FEET AND A CHORD BEARING SOUTH 75 DEGREES 54 MINUTES 53 SECONDS WEST TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY, 51.51 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALSO BEING ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 8936.40 FEET AND A CHORD BEARING SOUTH 76 DEGREES 07 MINUTES 46 SECONDS WEST TO A POINT ON A LINE 65 FEET WEST OF AND PARALLEL WITH AFOREMENTIONED EASTERLY TRACT LINE PER DOCUMENT 9BK01533; THENCE NORTH 00 DEGREES 11 MINUTES 30 SECONDS EAST, ALONG SAID PARALLEL LINE, 378.12 TO A POINT ON A LINE 65.00 FEET SOUTHWEST OF AND PARALLEL WITH THE U.S. ROUTE 20 SOUTHWESTERLY RIGHT OF WAY LINE AS SHOWN ON A PLAT OF HIGHWAYS RECORDED AS DOCUMENT 17276491; THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG SAID PARALLEL LINE AND ALSO ALONG A LINE 65.00 FEET SOUTHWEST OF AND PARALLEL WITH THE U.S. ROUTE 20 SOUTHWESTERLY EXISTING RIGHT OF WAY LINE AS SHOWN ON SAID HIGHWAY PLAT AND ALSO ALONG A LINE 65.00 FEET SOUTHWEST OF AND PARALLEL WITH THE SOUTHWESTERLY RIGHT OF WAY LINE AS DESCRIBED IN A DEDICATION OF RIGHT OF WAY RECORDED AS DOCUMENT 424659: 1) THENCE NORTH 33 DEGREES 42 MINUTES 04 SECONDS WEST, 278.30 FEET; 2) THENCE NORTHWESTERLY, 59.46 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1327.39 FEET AND A CHORD BEARING NORTH 43 DEGREES 20 MINUTES 33 SECONDS WEST TO A POINT OF TANGENCY; 3) THENCE NORTH 44 DEGREES 37 MINUTES 32 SECONDS WEST, 1649.55 FEET TO A POINT OF CURVATURE; 4) THENCE NORTHWESTERLY, 244.75 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5624.58 FEET AND A CHORD BEARING NORTH 45 DEGREES 52 MINUTES 20 SECONDS WEST TO A POINT OF TANGENCY; 5) THENCE NORTH 47 DEGREES 07 MINUTES 08 SECONDS WEST, 24.25 FEET; THENCE NORTH 88 DEGREES 01 MINUTE 03 SECONDS WEST, 57.66 FEET; THENCE SOUTHWESTERLY, 51.82 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 698.00 FEET AND A CHORD BEARING SOUTH 32 DEGREES 41 MINUTES 09 SECONDS WEST; THENCE NORTH 54 DEGREES 05 MINUTES 52 SECONDS WEST, 120.27 FEET; THENCE NORTH 35 DEGREES 54 MINUTES 08 SECONDS EAST, 50.00 FEET; THENCE SOUTH 54 DEGREES 05 MINUTES 52 SECONDS EAST, 67.39 FEET; THENCE NORTHEASTERLY, 28.35 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 748.00 FEET AND A CHORD BEARING NORTH 35 DEGREES 50 MINUTES 21 SECONDS EAST; THENCE SOUTH 88 DEGREES 01 MINUTES 03 SECONDS EAST, 102.94 FEET, MORE OR LESS, TO A LINE 15.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 PER DOCUMENTS 424659 AND 17276491; THE FOLLOWING FIVE (5) COURSES AND DISTANCES

ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID ROUTE 20; 1) THENCE SOUTH 47 DEGREES 07 MINUTES 00 SECONDS EAST, 42.89 FEET TO A POINT OF CURVATURE; 2) THENCE SOUTHEASTERLY, 246.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5674.58 FEET AND A CHORD BEARING OF SOUTH 45 DEGREES 52 MINUTES 20 SECONDS EAST TO A POINT OF TANGENCY; 3) THENCE SOUTH 44 DEGREES 37 MINUTES 32 SECONDS EAST, 1649.55 FEET TO A POINT OF CURVATURE; 4) THENCE SOUTHEASTERLY, 65.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1377.39 FEET AND A CHORD BEARING SOUTH 43 DEGREES 15 MINUTES 57 SECONDS EAST; 5) THENCE SOUTH 33 DEGREES 42 MINUTES 04 SECONDS EAST, 297.15 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 30 SECONDS WEST TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

4891-6076-6565, v. 13

Light Project Documents

Certificate of Publication of Notice for Public Hearing on the Annexation Agreement

Ordinance Annexing Smrt Parcels (Shireland)

Exhibit A - Legal Description

Exhibit B - Plat of Annexation

Ordinance Annexing Ludwig Parcels

Exhibit A - Legal Description

Exhibit B - Plat of Annexation

Ordinance Approving Annexation Agreement

Exhibit A - Legal Description

Annexation Agreement

Exhibit A - Legal Description

Exhibit B - Petitions

Exhibit C - Village Standards for Lighting/Signage

Ordinance Rezoning Smrt Parcels into O-M Zoning District

Ordinance Denying Special Use for Smrt Parcels

Ordinance Rezoning Ludwig Parcels into O-M Zoning District

Ordinance Denying Special Use for Ludwig Parcels

PZC Findings of Fact for Rezoning

Exhibit A - Petitions

Exhibit B - PZC Transcript

PZC Findings of Fact for Special Use

Exhibit A - Petitions

Exhibit B - PZC Transcript

NOTICE OF A PUBLIC HEARING CONCERNING A PROPOSED ANNEXATION AGREEMENT REGARDING THE ANNEXATION OF TERRITORY WITHIN KANE COUNTY AND MCHENRY COUNTY INTO THE CORPORATE LIMITS OF THE VILLAGE OF HAMPSHIRE

PLEASE TAKE NOTICE that, on September 21, 2023, at 7:00 PM, a public hearing will be held by the Corporate Authorities of the Village of Hampshire, County of Kane, Illinois (the "Village") at the Hampshire Middle School, 560 South State Street, Hampshire, Illinois 60140 regarding a proposed annexation agreement that would govern the annexation of certain real property (the "Subject Property") into the corporate limits of the Village. The annexation agreement will govern the process of annexing the Subject Property pursuant to the applicable provisions of the Illinois Municipal Code, including Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, et seq.). A copy of the proposed annexation agreement is on file at Hampshire Village Hall, 234 South State Street, Hampshire, Illinois 60140. The annexation agreement is subject to modification prior to approval.

Following the public hearing, at a meeting to be held on September 21, 2023 at 7:00 PM at the Hampshire Middle School, 560 South State Street, Hampshire, Illinois 60140, the Corporate Authorities of the Village intend to consider the passage of ordinances or resolutions authorizing: (1) the annexation of the Subject Property into the corporate limits of the Village; (2) an annexation agreement governing the annexation of the Subject Property into the Village; and (3) land use relief regarding the Subject Property.

The common location of the Subject Property: certain property comprised of 164± acres of the Light property located generally north of I-90, east of US Hwy 20, and on the north side of Dietrich Road in Hampshire Township, Kane County, and Coral Township, McHenry County and certain property comprised of 112± acres of the Light property located generally north of I-90, east of US Hwy 20, and on the south side of Dietrich Road in Hampshire Township, Kane County

The foregoing proposal is the result of a petition by the owner of the Subject Property. The Subject Property is contiguous to the Village, is not within the corporate limits of any municipality, and is legally described as follows:

SEE EXHIBIT A

Pursuant to the Americans with Disabilities Act ("ADA"), anyone with a physical or mental condition that would be considered a disability under the ADA and wishes to participate at the public hearing, should inform the Village so the Village can make reasonable accommodations to all for full participation.

/s/ James Vasselli
James Vasselli, Attorney
Village of Hampshire
KANE COUNTY

PARCEL 1:
THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-48-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441 IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING A CURVE TO THE LEFT, A DISTANCE OF 1054.06 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD, A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 3:
NOT INCLUDED

PARCEL 4:
THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5:
LOT 2 OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 6:
THE EAST HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

MCHENRY COUNTY

PARCEL 7:
THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35 AND THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 (EXCEPT THAT PART DESCRIBED IN DEED RECORDED JUNE 4, 1991 AS DOCUMENT 91R019966 IN MCHENRY COUNTY, ILLINOIS), TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF THE DRAINAGE DITCH REFERENCED IN AGREEMENT RECORDED OCTOBER 3, 1957 AS DOCUMENT 329339 IN MCHENRY COUNTY, ILLINOIS.

TOGETHER WITH:
ALL THAT PART OF DIETRICH ROAD RIGHT-OF-WAY LYING NORTHERLY AND SOUTHERLY AND COINCIDENT WITH THE ABOVE DESCRIBED PROPERTY, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED TO ANY MUNICIPALITY.

Published in Daily Herald September 4, 2023 (4605038)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**Fox Valley
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Fox Valley DAILY HERALD**. That said **Fox Valley DAILY HERALD** is a secular newspaper, published in Elgin, Kane County, State of Illinois, and has been in general circulation daily throughout Kane and McHenry counties, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Fox Valley DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 09/04/2023 in said **Fox Valley DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Daula Baltz*
Designee of the Publisher of the Daily Herald

Control # 4605038



THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF
HAMPSHIRE, KANE COUNTY, ILLINOIS**
(Light Properties - land located north of I-90 in Kane County, Illinois)

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2023

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
_____ day of _____, 2023

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF
HAMPSHIRE, KANE COUNTY, ILLINOIS
*(Light Properties - land located north of I-90 in Kane County, Illinois)***

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village and enabling the Village to control development in the area; and

WHEREAS, there exists certain unincorporated real property located north of I-90 in Kane County and commonly known as the Light property (the “Property”), which is legally described on Exhibit A; and

WHEREAS, the Property is adjacent and contiguous to the Village and is not located within the corporate limits of any other municipality; and

WHEREAS, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), the owner of record of the Property (the “Owner”) and at least fifty-one percent (51%) of the electors residing therein, if any, filed a written petition for annexation (“Annexation Petition”) with the Village Clerk; and

WHEREAS, an accurate map of the Property to be annexed (the “Plat of Annexation”) is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Annexation Petition: (1) requests that the Village annex the Property; (2) states that no electors reside on the Property or at least fifty-one percent (51%) of the electors residing therein join in the Annexation Petition; and (3) is under oath; and

WHEREAS, the Corporate Authorities have considered the question of whether the Village would annex the Property to the Village; and

WHEREAS, it is in the desire of the Owner, that if the Property is annexed to the Village, it will subsequently be developed and will further the orderly growth of the Village, increase the assessed value of the property therein, and serve the best interests of the Village and its residents; and

WHEREAS, all petitions and other documents necessary to accomplish the annexation of the Property into the Village have been executed and all statutory procedures have been compiled with; and

WHEREAS, all hearings have been held and all notices have been delivered to all entities and officials in accordance with, and as required by or pursuant to applicable provisions of law, including Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1, *et seq.*); and

WHEREAS, the Property can legally be annexed into the Village, the Owner desires that the Property be annexed into and be part of the Village and the Village is authorized to annex the Property pursuant to law, including Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, after due and careful consideration, the Corporate Authorities hereby find and determine that annexing the Property to the Village will further the orderly growth of the Village, increase the assessed value of the property therein, and will serve the best interests of the Village and its residents; and

WHEREAS, based on the foregoing, a majority of the Corporate Authorities holding office vote to annex the Property to the Village;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

Section 2. The Corporate Authorities hereby approve of and authorize the annexation of the Property to the Village. The Property is and shall be annexed to the Village. The President is hereby authorized and directed to sign and the Village Clerk (or the Deputy Village Clerk) is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. The Village Clerk (or the Deputy Village Clerk) is authorized and directed to record and file, in the Kane County Recorder's Office and the Kane County Clerk's Office, a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service required by law. The Village Clerk (or the Deputy Village Clerk) is further authorized and directed to report the annexation, by certified or registered mail, to all election authorities, as defined in Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), the Department of Transportation and the United States post office branches serving the Property within thirty (30) days of the annexation.

SECTION 3. That all past, present, and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 7. This Ordinance shall be effective and in full force immediately upon passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS __ DAY OF _____, 2023.

AYES:

NAYS:

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Linda Vasquez, Village Clerk

By: _____
Deputy Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441 IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD, A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 3:

NOT INCLUDED

TOGETHER WITH:

ALL THAT PART OF DIETRICH ROAD RIGHT-OF-WAY LYING NORTHERLY AND SOUTHERLY AND COINCIDENT WITH THE ABOVE DESCRIBED PROPERTY, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED TO ANY MUNICIPALITY.

PINs: Kane Co. 01-02-300-008 01-02-300-017 01-02-400-012

EXHIBIT B
PLAT OF ANNEXATION

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, _____, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(Light Properties - land located north of I-90 in Kane County, Illinois)

I certify that on _____, 2023, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2023.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2023 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2023.

Linda Vasquez, Village Clerk
By _____, Deputy Clerk
Village of Hampshire

(Seal)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF
HAMPSHIRE, KANE COUNTY, ILLINOIS**

*(Light Properties - land located northeast of US Highway 20 in Kane and McHenry Counties,
Illinois)*

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2023

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
___ day of _____, 2023

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF
HAMPSHIRE, KANE COUNTY, ILLINOIS
*(Light Properties - land located northeast of US Highway 20 in Kane and McHenry Counties,
Illinois)***

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village and enabling the Village to control development in the area; and

WHEREAS, there exists certain unincorporated real property located northeast of US Highway 20 in Kane and McHenry Counties and commonly known as the Light property (the “Property”), which is legally described on Exhibit A; and

WHEREAS, the Property is adjacent and contiguous to the Village and is not located within the corporate limits of any other municipality; and

WHEREAS, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), the owner of record of the Property (the “Owner”) and at least fifty-one percent (51%) of the electors residing therein, if any, filed a written petition for annexation (“Annexation Petition”) with the Village Clerk; and

WHEREAS, an accurate map of the Property to be annexed (the “Plat of Annexation”) is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Annexation Petition: (1) requests that the Village annex the Property; (2) states that no electors reside on the Property or at least fifty-one percent (51%) of the electors residing therein join in the Annexation Petition; and (3) is under oath; and

WHEREAS, the Corporate Authorities have considered the question of whether the Village would annex the Property to the Village; and

WHEREAS, it is in the desire of the Owner, that if the Property is annexed to the Village, it will subsequently be developed and will further the orderly growth of the Village, increase the assessed value of the property therein, and will serve the best interests of the Village and its residents; and

WHEREAS, all petitions and other documents necessary to accomplish the annexation of the Property into the Village have been executed and all statutory procedures have been compiled with; and

WHEREAS, all hearings have been held and all notices have been delivered to all entities and officials in accordance with, and as required by or pursuant to applicable provisions of law, including Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1, *et seq.*); and

WHEREAS, the Property can legally be annexed into the Village, the Owner desires that the Property be annexed into and be part of the Village and the Village is authorized to annex the Property pursuant to law, including Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, after due and careful consideration, the Corporate Authorities hereby find and determine that annexing the Property to the Village will further the orderly growth of the Village, increase the assessed value of the property therein, and will serve the best interests of the Village and its residents; and

WHEREAS, based on the foregoing, a majority of the Corporate Authorities holding office vote to annex the Property to the Village;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

Section 2. The Corporate Authorities hereby approve of and authorize the annexation of the Property to the Village. The Property is and shall be annexed to the Village. The President is hereby authorized and directed to sign and the Village Clerk (or the Deputy Village Clerk) is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. The Village Clerk (or the Deputy Village Clerk) is authorized and directed to record and file, in the Kane County Recorder's Office, the Kane County Clerk's Office, the McHenry County Recorder's Office, and the McHenry County Clerk's Office a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service required by law. The Village Clerk (or the Deputy Village Clerk) is further authorized and directed to report the annexation, by certified or registered mail, to all election authorities, as defined in Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), the Department of Transportation

and the United States post office branches serving the Property within thirty (30) days of the annexation.

SECTION 3. That all past, present, and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 7. This Ordinance shall be effective and in full force immediately upon passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS __ DAY OF _____, 2023.

YEAS:

NAYS:

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Linda Vasquez, Village Clerk

By: _____
Deputy Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5:

LOT 2 OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 6:

THE EAST HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

McHENRY COUNTY

PARCEL 7:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35 AND THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 (EXCEPT THAT PART DESCRIBED IN DEED RECORDED JUNE 4, 1991 AS DOCUMENT 91R019966 IN McHENRY COUNTY, ILLINOIS), TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE CENTER LINE OF THE DRAINAGE DITCH REFERENCED IN AGREEMENT RECORDED OCTOBER 3, 1957 AS DOCUMENT 329339 IN McHENRY COUNTY, ILLINOIS.

TOGETHER WITH:

ALL THAT PART OF DIETRICH ROAD RIGHT-OF-WAY LYING NORTHERLY AND SOUTHERLY AND COINCIDENT WITH THE ABOVE DESCRIBED PROPERTY, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED TO ANY MUNICIPALITY.

PINs:	Kane Co.	01-02-100-002	01-02-200-001	01-02-200-004
	McHenry Co.	17-35-400-011	17-35-300-015	

EXHIBIT B
PLAT OF ANNEXATION

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE (OR DEPUTY CLERK’S CERTIFICATE)

I, _____, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(Light Properties - land located northeast of US Highway 20 in Kane and McHenry Counties, Illinois)

I certify that on _____, 2023, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2023.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2023 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2023.

Linda Vasquez, Village Clerk
By _____, Deputy Clerk
Village of Hampshire

(Seal)

PLAT OF ANNEXATION TO THE VILLAGE OF HAMPSHIRE

LEGEND

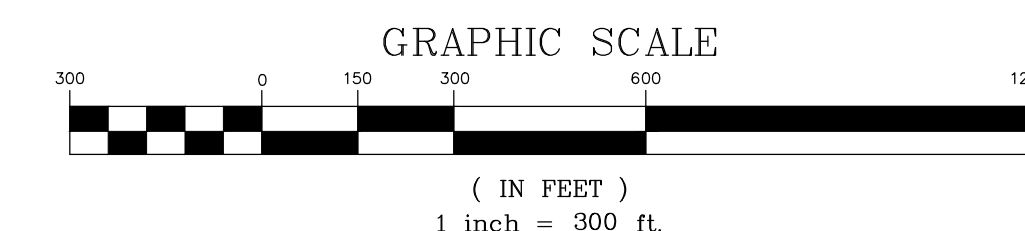
- = PROPERTY LINE
- = RIGHT OF WAY LINE
- = ANNEXATION BOUNDARY LINE
- = EXISTING CORPORATE BOUNDARY LINE
- = MEASURED DIMENSION
- = BOUNDARY DIMENSION

KANE COUNTY

P.L.N. 01-02-100-002
01-02-200-001
01-02-200-004
01-02-300-008
01-02-300-017
01-02-400-012

McHENRY COUNTY

17-35-300-015
17-35-400-011



BASIS OF BEARINGS
ASSUMED THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 2-42-6 AS S 00°07'57" E

LEGAL DESCRIPTION

KANE COUNTY
PARCEL 1:
THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-48-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441 IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD, A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 3:
NOT INCLUDED

PARCEL 4:
THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5:
LOT 2 OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 6:
THE EAST HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

McHENRY COUNTY
PARCEL 7:
THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35 AND THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35 (EXCEPT THAT PART DESCRIBED IN DEED RECORDED JUNE 4, 1991 AS DOCUMENT 91R019966 IN McHENRY COUNTY, ILLINOIS), TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE CENTER LINE OF THE DRAINAGE DITCH REFERENCED IN AGREEMENT RECORDED OCTOBER 3, 1957 AS DOCUMENT 329339 IN McHENRY COUNTY, ILLINOIS.

TOGETHER WITH:
ALL THAT PART OF DIETRICH ROAD RIGHT-OF-WAY LYING NORTHERLY AND SOUTHERLY AND COINCIDENT WITH THE ABOVE DESCRIBED PROPERTY, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED TO ANY MUNICIPALITY.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE) SS
THIS IS TO CERTIFY THAT I, MANHARD CONSULTING, LTD., HAVE PLATTED, FOR THE PURPOSES OF ANNEXATION, THE ABOVE DESCRIBED PROPERTY.
DATE: THIS 10TH DAY OF FEBRUARY, 2023.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4074
LICENSE EXPIRES NOVEMBER 30, 2024
DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350
LICENSE EXPIRES APRIL 30, 2023



AREA

LAND/PARCEL AREA = 277.493 ACRES
RIGHT-OF-WAY AREA = 3.990 ACRES
TOTAL AREA = 281.483 ACRES

GENERAL NOTES:
1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
2. THIS PROPERTY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD HAVE NOT BEEN SHOWN.
3. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2023.

DATE	REVISIONS	BY	CHK'D BY
07/10/23	REVISED PER VILLAGE COMMENTS	NAL	ARM
07/06/23	REVISED ANNEXATION BOUNDARY	AB/NAL	TJM



DIETRICH ROAD PARCELS
VILLAGE OF HAMPSHIRE, ILLINOIS
PLAT OF ANNEXATION

PROJ. MGR.: JLF
PROJ. ASSOC.: TJM/ARM
DRAWN BY: DMW
CHECKED BY: BJP
DATE: 01/07/08
SCALE: 1" = 300'

SHEET 1 OF 1

LBK02 4875

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT FOR CERTAIN REAL PROPERTY FOR THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**
*(Light Properties - land located north of I-90 and northeast of US Highway 20 in Kane and
McHenry Counties, Illinois)*

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2023

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
____ day of _____, 2023

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT FOR CERTAIN REAL PROPERTY FOR THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(*Light Properties - land located north of I-90 and northeast of US Highway 20 in Kane and
McHenry Counties, Illinois*)**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village and enabling the Village to control development in the area; and

WHEREAS, there exists certain unincorporated real property located north of I-90 and northeast of US Highway 20 in Kane and McHenry Counties, Illinois and commonly known as the Light properties (collectively, the “Property”), which is legally described on Exhibit A; and

WHEREAS, the owner of record of the Property (the “Owner”) and at least fifty-one percent (51%) of the electors residing therein, if any, filed a written petition for annexation with the Village Clerk, asking the Corporate Authorities to consider whether the Village would annex the Property; and

WHEREAS, the Property is adjacent and contiguous to the Village and is not located within the corporate limits of any other municipality; and

WHEREAS, the Owner desires to have the Village annex the Property and subsequently have the Property developed in accordance with the annexation agreement and all exhibits and

attachments thereto (collectively, the “Agreement”), attached hereto and incorporated herein as Exhibit B; and

WHEREAS, under Illinois law, the Property is eligible to be annexed into the Village and the Owner desires to have the Property be annexed into and be part of the Village; and

WHEREAS, the Developer is ready, willing and able to enter into and perform the obligations of the Agreement; and

WHEREAS, the Corporate Authorities held a public hearing at which they considered a proposed annexation agreement, in the same substance and form of the Agreement, and the Village has held all other public meetings and hearings required for it to consider and approve the Agreement; and

WHEREAS, notice of said public hearing(s) were given as provided by law and notice has heretofore been served on all individuals, entities and public bodies pursuant to the provisions of Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1); and

WHEREAS, all statutory procedures, including the provisions of Article 11, Division 15.1 and Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*; 65 ILCS 5/7-1-1, *et seq.*), concerning the Agreement have been complied with; and

WHEREAS, after due and careful consideration, the Corporate Authorities have concluded that providing for the annexation and subsequent development of the Property on the terms and conditions set forth in the Agreement will further the orderly growth of the Village, increase the assessed value of the property therein, and will serve the best interests of the Village and its residents; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the Village, the Village has adopted this Ordinance authorizing the execution of the Agreement;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

Section 2. The Corporate Authorities hereby approve of and authorize the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Village Attorney and ratify any and all previous action taken to effectuate the intent of this Ordinance. The Corporate Authorities authorize the President to execute and enter into the Agreement, with such any insertions, omissions and changes as are authorized by the Corporate Authorities. The Village Clerk (or the Deputy Village Clerk) is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith, which may include filing and recording a copy of this Ordinance and all other documentation required by law.

SECTION 3. That all past, present, and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or

regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 7. This Ordinance shall be effective and in full force immediately upon passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2023.

AYES:

NAYS:

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Linda Vasquez, Village Clerk

By: _____
Deputy Village Clerk

EXHIBIT A
LEGAL DESCRIPTION

KANE COUNTY

PARCEL 1:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441 IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD, A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 3:

NOT INCLUDED

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5:

LOT 2 OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 6:

THE EAST HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

McHENRY COUNTY

PARCEL 7:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35 AND THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 (EXCEPT THAT PART DESCRIBED IN DEED RECORDED JUNE 4, 1991 AS DOCUMENT 91R019966 IN McHENRY COUNTY, ILLINOIS), TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE CENTER LINE OF THE DRAINAGE DITCH REFERENCED IN AGREEMENT RECORDED OCTOBER 3, 1957 AS DOCUMENT 329339 IN McHENRY COUNTY, ILLINOIS.

TOGETHER WITH:

ALL THAT PART OF DIETRICH ROAD RIGHT-OF-WAY LYING NORTHERLY AND SOUTHERLY AND COINCIDENT WITH THE ABOVE DESCRIBED PROPERTY, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED TO ANY MUNICIPALITY.

PINs:	Kane Co.	01-02-100-002	01-02-200-001	01-02-200-004
		01-02-300-008	01-02-300-017	01-02-400-012
	McHenry Co.	17-35-400-011	17-35-300-015	

EXHIBIT B
ANNEXATION AGREEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE (OR DEPUTY CLERK’S CERTIFICATE)

I, _____, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT FOR CERTAIN REAL PROPERTY FOR THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(*Light Properties - land located north of I-90 and northeast of US Highway 20 in Kane and
McHenry Counties, Illinois*)**

I certify that on _____, 2023, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2023.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2023 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2023.

Linda Vasquez, Village Clerk
By _____, Deputy Clerk
Village of Hampshire

(Seal)

THIS INSTRUMENT PREPARED BY:

*James M. Vasselli, Esq.
Ottoosen DiNolfo Hasenbalg & Castaldo
1804 Naper Blvd., Suite 350
Naperville, Illinois 60563*

THE ABOVE SPACE FOR RECORDER'S USE

ANNEXATION AGREEMENT

BETWEEN

THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

AND

**CHICAGO TITLE AND TRUST COMPANY AS SUCCESSOR TRUSTEE TO HARRIS
TRUST AND SAVINGS BANK OF BARRINGTON,
(as trustee under provisions of Trust Agreement
dated April 8, 2004, and known as Trust No. HTB-1464 for the Shirelands and Light Real
Estate LLC as beneficiaries); L. B. ANDERSEN & CO., INC., and LEAH RAE LIGHT (as
trustee of WS-Trust)**

(For the land located northeast of US Highway 20, and north of I-90, in Hampshire Township,
Kane County and Coral Township, McHenry County, IL and further described herein)

RETURN TO: Village Clerk, Village of Hampshire, Village Hall, 234 South State Street, PO Box 457,
Hampshire, IL 60140-0457.

ANNEXATION AGREEMENT

Table of Contents

	Page
RECITALS	3
Section 1 INCORPORATION OF RECITALS AND EXHIBITS	5
Section 2 ANNEXATION; ZONING RELIEF	5
Section 3 APPLICABLE CODES AND LAWS.....	7
Section 4 PUBLIC IMPROVEMENTS	8
Section 5 SIGNAGE.....	8
Section 6 ROADWAYS.....	9
Section 7 RECAPTURE AGREEMENT(S).....	10
Section 8 IMPACT FEES, TRANSITION FEES, DONATIONS AND/ OR CONTRIBUTIONS.....	10
Section 9 VILLAGE FEES.....	11
Section 10 GUARANTY	11
Section 11 BUILDING CODES.....	12
Section 12 PHASES	13
Section 13 PLAN REVIEW (NON-RESIDENTIAL USES)	13
Section 14 EASEMENTS	13
Section 15 STORMWATER MANAGEMENT FACILITIES; SPECIAL SERVICE AREA; MAINTENANCE.....	13
Section 16 BUILDING PERMITS	14
Section 17 OCCUPANCY PERMITS	14
Section 18 CONTRACTOR’S TRAILERS	15
Section 19 CONSTRUCTION HOURS	15
Section 20 VEGETATION / LIVE GROWTH.....	15
Section 21 SITE MAINTENANCE DURING CONSTRUCTION.....	16
Section 22 CONVEYANCE TO THIRD PARTIES.....	17
Section 23 MISCELLANEOUS PROVISIONS	17

ANNEXATION AGREEMENT

This Annexation Agreement (this "**Agreement**") is made and entered into as of this _____ day of _____, 2023 ("**Effective Date**") by and between, CHICAGO TITLE AND TRUST COMPANY AS SUCCESSOR TRUSTEE TO HARRIS TRUST AND SAVINGS BANK OF BARRINGTON (as trustee under provisions of Trust Agreement, dated April 8, 2004, and known as Trust No. HTB-1464 for the Shirelands and Light Real Estate LLC, as beneficiaries); L. B. ANDERSEN & CO., INC., and LEAH RAE LIGHT (as trustee of WS-Trust) (collectively, the "**Owner**") and the Village of Hampshire, Kane County, Illinois (the "**Village**"). The Village and the Owner are from time to time referred to herein as the "**Parties**" or a "**Party**" for convenience purposes only.

WITNESSETH:

WHEREAS, the Village is an Illinois non-home rule municipal corporation operating under the Constitution of the State of Illinois of 1970, the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) (the "**Illinois Municipal Code**") and the Municipal Code of Hampshire of 1985 (the "**Village Code**"), including Chapter 6 of the Village Code, which is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the "**Zoning Ordinance**"); and

WHEREAS, the Village is governed by the President of the Village (the "**President**") and the Board of Trustees of the Village (the "**Village Board**" and with the President, the "**Corporate Authorities**"), and an appointed Village Manager is the chief administrator of the Village and discharges the day-to-day operations of the Village; and

WHEREAS, the Village and the Owner desire to enter into this Agreement providing *inter alia* for the annexation and establishment of a certain zoning classification all relating to certain parcels of territory (the "**Subject Property**") legally described on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 11-15.1-4 of the Illinois Municipal Code, this Agreement shall be binding on any successor owner of the Subject Property and, therefore, the term Owner shall mean and include any successor in interest of the Owner; and

WHEREAS, the Subject Property is located in McHenry and Kane Counties, is adjacent and contiguous to the Village and is not situated within the corporate limits of any other municipality; and

WHEREAS, in accordance with Section 7-1-8 of the Illinois Municipal Code, the Owner and/or authorized designee(s) filed petitions for annexation for the Subject Property (the "**Annexation Petitions**") with the Village Clerk; and

WHEREAS, the Annexation Petitions are signed by the Owner under oath, state that no electors reside on the Subject Property or that at least fifty-one (51%) the electors residing therein join in the Annexation Petition(s) and request that the Village annex the Subject Property; and

WHEREAS, the Owner desires to annex the Subject Property to cause the Subject Property to be developed in accordance with Requirements of Law (as defined below); and

WHEREAS, a portion of the Subject Property is currently being used for agricultural purposes, which use shall be allowed to continue as set forth herein; and

WHEREAS, Light Real Estate LLC submitted petitions/applications to the Village (the "**Zoning Applications**") requesting zoning map amendments/rezoning to rezone the Subject Property from an E-1 Estate district (which is the zoning classification upon annexation) to an O-M Office and Restricted Manufacturing district (the "**Zoning Relief**"); and

WHEREAS, Light Real Estate LLC also requested to potentially develop and use the Subject Property to allow the outdoor storage of vehicles, or parts of vehicles; and

WHEREAS, pursuant to the Zoning Ordinance, the following are permitted uses in the O-M Office and Restricted Manufacturing district: (1) the storage of property, except of motor vehicles in operable condition, in structures; (2) off street loading and parking facilities for the storage of motor vehicles may be unenclosed if effectively screened; and (3) warehousing, storage and distribution facilities; and

WHEREAS, based on the foregoing, the Owner may store personal property, or parts thereof, on the Subject Property; provided the Owner complies with the conditions precedent set forth herein; and

WHEREAS, the Annexation Petitions and the Zoning Applications, attached hereto and incorporated herein as Group Exhibit B, contain affirmative evidence regarding the ownership and status of the Subject Property; and

WHEREAS, after required notices were given, such public hearings were conducted by the Village Board, the Planning and Zoning Commission of the Village ("**PZC**") and/or other appropriate bodies of the Village as required by the Village Code and/or the Illinois Municipal Code for review and approval of such Zoning Relief and such Zoning Relief has been recommended to the Village Board/Corporate Authorities; and

WHEREAS, the Owner is anticipating that the Subject Property be developed and used as a logistics center, warehouse, storage facility and/or distribution center with accessory uses, such as offices, however, there are not currently end users for the Subject Property and, therefore, the Subject Property may be developed for other uses in accordance with the terms of this Agreement; and

WHEREAS, if the Owner of the Subject Property desires to use or develop the Subject Property, or a portion thereof, for uses allowed in the O-M Office and Restricted Manufacturing district, the Owner agrees to seek approval from the PZC and Village Board prior to starting construction; and

WHEREAS, if the Owner of the Subject Property desires to use or develop the Subject Property, or a portion thereof, for uses that are only allowed in the O-M Office and Restricted

Manufacturing district with a special use permit, the Owner of the Subject Property will have to obtain additional zoning approvals as required by the Village Code, including the Zoning Ordinance, in effect at the time the Owner is requesting such land use relief prior to starting construction; and

WHEREAS, since there are not end users for the Subject Property as of the Effective Date, the Parties agree and acknowledge that the development of the Subject Property may be undertaken by different developers, the development may be phased and various provisions of this Agreement may apply to certain phases at different times; notwithstanding the foregoing, the development of the Subject Property (and all portions thereof) shall be undertaken in accordance with the Requirements of Law in effect at the time(s) each portion of the Subject Property is developed, unless specifically modified by this Agreement or by a written agreement signed by the Owner (and any affiliated Owner) having entitlement benefits in that portion of the Subject Property; and

WHEREAS, all notices, publications, procedures, public hearings, and other matters required for the consideration and approval of this Agreement have been made, given, held, and performed by the Village as required by Article 7, Division 1 and Article 11, Division 15.1 of the Illinois Municipal Code, and all other applicable Requirements of Law; and

WHEREAS, this Agreement (or a proposed version thereof) was submitted to the Corporate Authorities and a public hearing was held on September 21, 2023, for public comment pursuant to proper notice, as provided by statute, including Section 11-15.1-3 of the Illinois Municipal Code; and

WHEREAS, after considering the evidence and testimony at the public hearing and other public hearings to consider the Zoning Relief, the Corporate Authorities reviewed the development in the area, considered this Agreement and determined that this Agreement will further the orderly growth of the Village, increase the assessed value of the property therein and is in the best interests of the Village and its residents and, therefore, desire to annex the Subject Property and grant the Zoning Relief as set forth herein; and

WHEREAS, the Parties have determined that the terms of the Agreement should include provisions concerning the infrastructure of the Subject Property, which is to be integrated into the Village's overall infrastructure system through the annexation and development of the Subject Property; and

WHEREAS, the Parties acknowledge that the PZC and the Village Board/Corporate Authorities will be required to approve all proposed site plans, concept plans and other documents required by the Requirements of Law prior to applicable permits, approvals or certificates being issued to any end users of the Subject Property; and

WHEREAS, the Village has considered the question of annexation of the Subject Property and has adopted a resolution or ordinance approving this Agreement and has authorized the execution thereof by a favorable vote of at least two-thirds (2/3rds) of the Corporate Authorities of the Village then holding office; and

WHEREAS, the Parties, consistent with Illinois law, have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto;

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 Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The foregoing recitals are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement as if fully stated herein. All exhibits attached to this Agreement are incorporated herein by this reference. In case of a conflict between an exhibit and the text of this Agreement, the exhibit shall control.

2. **Annexation; Zoning Relief.**

A. **Ordinances Approving and Implementing this Agreement.** The Parties acknowledge that the Village has held all necessary hearings and the Village and/or the Owner has dispatched all required notices necessary for the Village to annex the Subject Property and grant the Zoning Relief to the Subject Property. Concurrently with the approval of this Agreement, the Village Board (or Corporate Authorities, if required) shall take all reasonable steps to adopt one or more ordinances or resolutions:

- (i) Approving the execution of this Agreement;
- (ii) Annexing the Subject Property (specifically including all adjacent unincorporated roads and highways) to the Village (the “**Annexation Ordinance**”);
- (iii) Granting the Zoning Relief by classifying the Subject Property in the Village’s O-M Office and Restricted Manufacturing zoning district; and
- (iv) Deemed necessary by the Village, in its reasonable discretion, to effectuate the intent of this Agreement.

The Village shall record and deposit the same as required by law. If required by law, the Owner shall complete the Kane-DuPage Soil & Water Conservation District’s land use opinion application (or other such opinions) and agrees to provide a copy of the same to the Village.

B. **Permanent Classification.** The Zoning Relief provided to the Subject Property in this Agreement shall create a permanent zoning classification for the Subject Property (unless amended by the Village at the Owner’s request) which shall remain in effect throughout the duration of this Agreement and thereafter until amended in the manner provided by law for the amendment of zoning classification and shall not expire at any time or upon the happening of any event or the failure of any event to occur, except as otherwise provided herein.

C. **Outside Storage; Conditions Precedent to Outside Storage.** In accordance with the uses permitted in O-M Office and Restricted Manufacturing district, the Owner may store vehicles, or parts thereof, outside on the Subject Property provided that prior to starting construction at

the Subject Property, the Owner agrees to: (i) effectively screen vehicles, or parts thereof, with a structure or structures as set forth in plans approved by the Village Engineer and/or Village Board in their reasonable discretion; and (ii) reimburse the Village for studies which are reasonable regarding the proposed use or end users of the Subject Property, the Owner shall reimburse the Village for one or more of the following studies: (a) pollution; (b) traffic/parking; (c) light; (d) sound; and/or (e) other studies as applicable as determined by the Village.

D. Police Power. Notwithstanding any conflicting term in this Agreement, the Village shall be permitted to pass ordinances, resolutions, rules, or regulations that have general applicability to real property within the Village or that relate to the health, safety and welfare of the Village and its residents and that apply to the entire Village. Notwithstanding any conflicting language set forth herein, the Village shall not be prohibited from enforcing its police power rights due to the terms of this Agreement or because of any approval or enactment contemplated hereunder.

E. Notices/Recordings.

- (i) The annexation of the Subject Property may not be effective unless proper service is had on any fire protection district (including the Hampshire Fire Protection District) and any public library district (including the Ella Johnson Memorial Public Library District) that the Subject Property is part of provided that the Village provides these services. The notice shall be (or has been) served at least ten (10) days prior to any action is taken for annexation and an affidavit of service (that complies with Section 7-1-1 of the Illinois Municipal Code) is properly filed. The Village shall file the required affidavit of service with the Kane County Recorder's Office (and the Kane County Clerk's Office, if required) and the McHenry County Recorder's Office (and the McHenry County Clerk's Office, if required).
- (ii) The Subject Property does include a highway under the jurisdiction of Hampshire Township. The Village shall notify the township commissioner of highways, the board of town trustees, the township supervisor, and the township clerk by certified or registered mail prior to any action is taken for annexation. If it is later discovered that the Subject Property includes any additional highways under the jurisdiction of a township, the Owner shall reimburse the Village for any and all costs the Village incurs in reimbursing the township for losses and liabilities caused by failing to provide proper notice to the township. Failure to provide notice as required in this Subsection shall not be deemed to be a breach of this Agreement.
- (iii) Within thirty (30) days of the Effective Date, the Village shall report, by certified or registered mail, that the Subject Property was annexed to the Village to the election authorities having jurisdiction in the territory, the department of transportation, and the post office branches serving the Subject Property.
- (iv) Within sixty (60) days of annexing the Subject Property to the Village, the Village shall record the following documents with the Kane County Clerk's Office, the

Kane County Recorder's Office, the McHenry County Recorder's Office, and the McHenry County Clerk's Office: (a) the Annexation Ordinance; (b) a copy of an accurate map of the Subject Property; and (c) this Agreement.

3. Applicable Codes and Laws.

A. Permits and Approvals. The Parties agree that the provisions of the Village Code, including: (i) Chapter 5, known as the Hampshire Building Regulations (the "**Hampshire Building Regulations**"); (ii) the Zoning Ordinance; and (iii) Chapter 7, Subdivision Regulations (the "**Subdivision Regulations**"), in effect at the time any request is made or application for a permit or approval is requested shall apply to the future development of the Subject Property, except as otherwise specified in this Agreement and/or as waived, modified or varied in writing and agreed to by and between the Village and the requestor or applicant. All approvals governed by the Zoning Ordinance, Subdivision Regulations and site plan approvals shall require recommendation by the PZC prior to the Corporate Authorities/Village Board considers approval of the same and all such uses to be sited on the Subject Property shall be approved by the Corporate Authorities/Village Board prior to the Village issuing building permits for uses on the Subject Property. The Parties acknowledge that prior to the issuance of any certificates of occupancy, the Owner or a designee may be required to: (a) apply for and obtain necessary licenses and permits (including building, sidewalk, right-of way, stormwater management, development, and transportation permits) and pay related fees; (b) post all necessary bonds, deposits, letters of credit or guarantees, (c) submit all drawings and plans for the development of the Subject Property; and (d) receive all approvals, including site plan and environmental approvals or sign-offs; and (e) pass all inspections.

B. Compliance with Applicable Laws. The Owner acknowledges that the Owner and any successor applicant undertaking the future development of the Subject Property will need to apply for such permits and approvals as are required by the Requirements of Law, including the Village Code, as they read at the time of application. Except as otherwise agreed to in writing or varied by this Agreement, the Owner acknowledges and agrees to develop and use the Subject Property in accordance with the applicable provisions of the Illinois Municipal Code, the Village Code, including the Zoning Ordinance, the Subdivision Regulations, Chapter 13 of the Village Code regarding flood plain regulations, Chapter 15 of the Village Code regarding soil erosion and sediment control, the Hampshire Building Regulations, all other building codes adopted by the Village and all applicable federal, state, county and local laws, statutes, codes, ordinances, resolutions, mandates, procedures, practices, rules and regulations, including those of the U.S. Army Corps of Engineers, the Illinois Environmental Protection Agency ("**IEPA**"), the Illinois Department of Natural Resources ("**IDNR**"), the Kane County Department of Transportation ("**KDOT**"), the Illinois Department of Transportation ("**IDOT**") and the Kane-DuPage Soil & Water Conservation District (collectively, the "**Requirements of Law**"). If the Subject Property, or any portion thereof, is located in a floodplain, the Owner agrees to obtain any necessary permits or approvals from the IDNR, IEPA and the U.S. Army Corps of Engineers prior to beginning construction on the Subject Property.

4. Public Improvements. The Owner or developer of the Subject Property shall, at its sole expense, be responsible to provide such on-site and area-wide improvements in a legally

compliant and lien-free manner as may reasonably be necessary to serve the Subject Property including, but not limited to, the following:

A. Adequate streets and roadways for the development and use of the Subject Property as discussed in Section 6 below.

B. Utilities. All utilities serving the Subject Property shall be installed underground.

C. The extension of on-site water mains and sanitary sewer lines as approved by the Village Engineer and the Village, so as to allow for appropriate extension of or improvements to the Village's water supply and distribution system and sanitary sewer system including, without limitation, the Higgins Road Lift Station.

D. Adequate stormwater management facilities sufficient to comply with the requirements Chapter 11 of the Village Code and the Owner affirmatively agrees to comply with all applicable provisions of Chapter 11 of the Village Code, which sets forth the Kane County stormwater ordinance, as amended from time to time.

5. **Signage.** All signage shall be in compliance with the applicable provisions of the Village Code. In addition, any permanent entry monument, bus shelter, landscape elements and improvements may be constructed within easements upon the Subject Property, or upon rights-of-way, provided in each case any such entry monument or improvement: (a) shall not interfere with public utilities; (b) shall not interfere with the Village's right to ingress, egress and access the easement or right-of-way in the event of emergency; (c) shall be maintained by a property owner's association or pursuant to a declaration of covenants; (d) shall not interfere with sight lines for traffic movements; and (e) shall include within the wording identifying the development the name "Hampshire." It is expressly acknowledged that the Owner shall be entitled by right to repair and use the existing billboard structure on the Subject Property.

6. **Roadways.**

A. The Owner shall provide adequate streets and roadways for the development and use of the Subject Property, as determined by the Village in its reasonable discretion. Each street right-of-way shall be depicted on applicable drawings/plans and shall be dedicated to the Village in the applicable final plat(s) of subdivision, and the Village agrees to accept dedication of said streets and roadways in accordance with the applicable requirements of the Subdivision Regulations and any additional conditions or requirements imposed by the Corporate Authorities in its reasonable discretion. The Owner shall construct and install all roadway improvements, including street lighting at all intersections, widening or constructing turn lanes, acceleration/deceleration lanes, street signs, stop signs and signalization (if and when warranted) if reasonably necessary to serve the Subject Property, together with those additional roadway and intersection improvements mandated by any entity having jurisdiction over the roadways or streets that are adjacent to the Subject Property including, but not limited to IDOT, without any cost or assessment to the Village.

B. The Owner shall also include stubs for such roadway(s) if deemed by the Village to be reasonably necessary for connection to potential future developments as or when applicable as

determined by the Village Engineer. Notwithstanding the foregoing, the Owner shall not be required to stub roadways to the northside of the Subject Property. Provided further, the Owner may request a waiver of such requirement, which shall be granted in the Village's reasonable discretion, if property adjacent to the Subject Property has not been annexed to the Village or has been developed or is planned to be developed with uses incompatible with the uses on the Subject Property.

C. The Owner shall comply with all Requirements of Law in connection with applying for permits relating to any roadway or related improvements described in this Section 6. If required by any Requirements of Law, the Owner shall provide the Village with authentic copies of any required permit(s) or approvals from other entities having jurisdiction over such improvements prior to the Village issuing the Owner any roadway or right-of way approvals or permits for the Subject Property.

D. The Owner shall provide such suitable temporary or permanent secondary access to the Subject Property as shall be deemed necessary, in the reasonable discretion of the Village and/or the Hampshire Fire Protection District, to provide emergency vehicles access to all or any pertinent phase or portion of the Subject Property. Satisfactory secondary access for emergency vehicles shall be provided prior to the issuance of the first occupancy permit for any building constructed on the Subject Property.

E. For any portion of the Subject Property developed with non-residential uses, the Owner shall provide a pathway or sidewalk on at least one side of each internal street or roadway in the development and on one side of Dietrich Road and Higgins Road, respectively, in accordance with specifications set out in the Subdivision Regulations and as depicted on plans approved by the Village. The Village shall provide the final approval, in its reasonable discretion, of the location of the aforementioned pathway or sidewalk.

F. The Owner shall, at its sole expense, make all improvements directed by the Village or any other entity having jurisdiction to improve Dietrich Road. The Village or applicable entity having jurisdiction shall have reasonable discretion regarding the scope and parameters of such improvements.

G. Both the Village and the Owner acknowledge that IDOT has superior jurisdiction over U.S. Highway 20 and accordingly any future access to U.S. Highway 20 must be approved by IDOT, and dedication of rights-of-way for U.S. Highway 20 may be required by IDOT.

7. Recapture Agreement(s).

A. Recapture of Infrastructure Costs Advanced by the Owner.

- (i) Recapture. The Owner may be entitled to a recapture for costs related to any improvements constructed at the Owner's expense, which benefit properties other than the Subject Property ("**Recapturable Improvements**").
- (ii) Recapture Agreement. The Village agrees, if requested by the Owner and subject to the provisions of Section 9-5-1 of the Illinois Municipal Code, to enter into a

recapture agreement with the Owner in connection with any Recapturable Improvements that sets forth that the Village shall collect recapture fees from benefitted properties in order to reimburse the Owner with monies collected for an equitable portion of the Recapturable Improvements in accordance with applicable laws.

B. Reimbursement Obligation(s) Applicable to the Subject Property.

- (i) There are currently no known reimbursements or recapture payments due from the Owner to other parties or expected as of the Effective Date that obligate the Owner to pay any portion of the cost of design or construction of any off-site utilities or other improvements, unless otherwise set forth in this Agreement. Notwithstanding the foregoing, the Owner shall make recapture payments hereafter approved by the Village and agreed to by the Owner.
- (ii) The Parties acknowledge and agree that because of the development of a portion of the Subject Property, the Owner may become obligated to pay recapture payments for planning, permitting and/or construction of certain public improvements.

8. Impact Fees, Transition Fees, Donations and/or Contributions.

A. Areas to be Developed with Non-Residential Uses. It is understood and agreed by and between the Parties that the Owner has requested zoning for the commercial and/or industrial development of the Subject Property; and there shall be no residential development thereon.

For any portion(s) of the Subject Property to be developed with non-residential uses, only those impact or transition fees required by the Requirements of Law, including Chapter 14 of the Village Code and any required water or sewer connection fees, shall be due to the Village.

Except as otherwise provided in this Agreement, all other fees and charges provided for by ordinance and uniformly applied and collected in connection with development of property within the Village including, but not limited to, subdivision and planned development fees, building permit and plan review fees, and water and sewer connection fees, shall be applicable to the Subject Property.

In the event all or any portion of the Subject Property is converted to a residential use, any additional development impact fees required under the Chapter 14 of the Village Code, and transition fees or fees being generally applied by the Village to residential developments, shall apply to the Subject Property and be paid by the Owner in connection with such residential use.

For purposes of this Section 8, the fees or charges referred to herein shall be those fees and charges uniformly imposed by the Village on other applicants, property owners, developers and/or users of property, from time to time by ordinance, law, rule, procedure, regulation, or other enactment, during the term of this Agreement.

B. Kane County Impact Fee. If the Subject Property is subject to the provisions of the Kane County impact fee, and the Owner shall file with the Village satisfactory evidence of its compliance with the same prior to the issuance of any Village permit for construction on the Subject Property. Other impact fees of valid jurisdiction shall be paid similarly.

9. Village Fees. The Owner shall reimburse the Village for all expenses and fees reasonably incurred by the Village in connection with legal, engineering, building and other consultant and staff services directly and specifically related to the approval of this Agreement, the development of the Subject Property, and the review and approval of future applications for plans, drawings, plats and permits related to same. The Parties acknowledge and agree that the Owner will deposit with the Village all amounts required by the Village Code and applicable Village practices and procedures to be utilized to reimburse the Village for fees incurred for such professionals and/or for such purposes as set forth below:

A. The Village shall deliver to the Owner copies of all applicable invoices, which invoices shall designate the billing entity, date of work, billed time, and party providing the service.

B. If and when the initial deposit has been reduced, the Owner shall make a further deposit to replenish the account in accordance with the Village Code and applicable Village practices and procedures.

10. Guaranty.

A. The Owner shall, consistent with the requirements of the Village Code, including the Subdivision Regulations, file with the Village such bonds, guarantees and/or letters of credit.

B. These bond(s), guarantee(s) or letter(s) of credit may be used by the Village, at its discretion and in accordance with its terms, to cure any uncured defaults of any kind or nature with respect to the development of the Subject Property including, but not limited to: (i) payment for labor and materials to complete the development or a portion thereof; (ii) repair of the development; (iii) in its reasonable discretion, to pay any contractor, subcontractor, or materialman who has not been paid in connection with the development of the Subject Property; (iv) maintenance costs incurred by the Village due to the Owners' failure to comply with the terms of this Agreement; or (v) administrative costs of the Village beyond usual and customary costs.

C. It shall be the responsibility of the Owner to make timely payouts to each contractor, subcontractor and materialman for materials supplied and/or work performed in connection with the development of the Subject Property. Reductions of the amounts of any bond(s), guarantee(s) or letter(s) of credit shall be made in accordance with the Village Code.

11. Building Codes.

A. Development of the Subject Property. Except as expressly provided to the contrary herein, the Subject Property shall be developed in compliance with the Requirements of Law in effect on the date the Owner (or a designee thereof) submits each application or request for a permit, approval, certificate, or inspection in connection with the development of the Subject

Property, or a portion thereof. All public improvements and any necessary or related easements shall be dedicated and/or conveyed to and accepted by the Village pursuant to the provisions of the Village Code.

B. Provisions Inconsistent with Terms of this Agreement. Notwithstanding the foregoing, any amendment to the Requirements of Law that would be inconsistent with the provisions of this Agreement, or the zoning, uses and development of the Subject Property approved in this Agreement, shall not apply to the Subject Property to the extent of such inconsistency, unless the result would cause a health or safety issue and; provided, however, that if any provision of any of the Requirements of Law is hereafter adopted, amended or otherwise changed so as to be less restrictive upon the Owner with respect to development of the Subject Property, or more beneficial to the Owner with respect to such development, than is the case under the provisions of this Agreement, then at the option of Owner, such less restrictive or more beneficial provision or interpretation shall control. And if any provision of any of the Requirements or Law, or any interpretation of any of the foregoing, is hereafter adopted, amended, or otherwise changed so as to be more restrictive upon the Owner with respect to development of the Subject Property, said provision shall take effect and govern the development of the Subject Property on and after a date which shall be six (6) months after adoption of same. Provided last, any such adoption, amendment or change shall not apply to the construction of any improvement(s) for which a building permit have been applied for or obtained prior to the date of any such adoption, amendment, or change.

12. Phases. The Owner shall have the right to develop the Subject Property in phases, in its discretion, provided that each separate phase shall independently comply with all applicable Requirements of Law. The Owner has the right to plat each phase separately, or to combine two or more phases in one plat of subdivision. Each phase or unit of development shall connect directly to a completed street or roadway. Construction shall not commence on a second or succeeding phase within the Subject Property if the Owner is then in default on any obligation to the Village or has not secured all necessary approvals from the Village and all other governmental agencies or bodies having appropriate jurisdiction. Provided, a default or failure by an Owner of a portion of the Subject Property shall not be held against or be considered a default or failure of the Owner of a different portion of the Subject Property.

13. Plan Review (Non-Residential Uses). The Owner shall submit and the Village shall consider all plans, drawings, and renderings in accordance with the applicable Requirements of Law, which include applicable practices and procedures of the Village regarding the review and approval of the same.

14. Easements.

A. Any water, drainage, access, and maintenance easements depicted on final plat(s) or plats of easements for the Subject Property, or a portion thereof, may be granted to the Village if, in the reasonable opinion of the Village Engineer, they are required for the use and development of the Subject Property or would be in the best interests of the Village. The Village and Owner will use their best efforts to locate said easements on the perimeter of the Subject Property in areas acceptable to the Village and said easements will not unreasonably interfere with the proposed use of the Subject Property. All such easements shall be non-exclusive, shall

provide for restoration, shall contain language acceptable to the Village and shall be shown on each applicable plat or site plans approved by the Village Engineer. In the event the Owner proposes to develop a portion of the Subject Property which is negatively impacted by the location of an easement previously granted to the Village, the Village shall cooperate with the Owner in re-locating such easements to a mutually acceptable location at the sole cost and expense of the Owner.

B. The Village shall grant to the Owner, without charge, the necessary easements and/or permits as may be required across Village-owned or controlled rights-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 in accordance with applicable Requirements of Law. The Owner agrees to promptly and in a first-class, lien free, and legally compliant manner repair and replace any Village property damaged or disturbed by reason of the Owner's work in connection with the foregoing, in a manner satisfactory to the Village. The Owner shall defend, indemnify, and hold the Village, the Corporate Authorities and the officers, officials, employees, agents, consultants, and representatives of the Village (the "**Indemnitees**") harmless from and against any and all claims, losses and damages relating to the Village's grants provided under this Agreement.

15. Stormwater Management Facilities; Special Service Area; Maintenance.

A. The Owner shall take primary responsibility, individually or by means of an appropriate property owner's association, for the establishment and maintenance of such stormwater management facilities as shall be required for all or any portion of the Subject Property by Chapter 11 of the Village Code. The Owner agrees to take all steps necessary and appropriate to form a special service area, on or prior to the issuance of any building permits for the Subject Property, as a back-up mechanism to provide funds to cover the costs of maintaining any and all common areas, open space, and stormwater management facilities, including stormwater detention and/or retention facilities, on the Subject Property, in accordance with Chapter 11 of the Village Code and the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*), if the person or entity primarily responsible shall fail or refuse to perform such establishment and/or maintenance.

B. The Owner shall be responsible for the regular care, maintenance, renewal and replacement of all common facilities and improvements including, but not limited to, the mowing and fertilizing of grass, burning and/or removal and replacement of materials in appropriate containers, care and repair of stormwater management facilities, and maintenance of the stormwater facilities so as to keep the same in a clean, sightly, and first-class condition. The Village may assess and utilize special taxes assessed against the Owner of the Subject Property to provide sufficient funds to defray the costs of such maintenance upon the failure or refusal of the primarily-responsible person or entity to do so.

16. Building Permits.

A. 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 construction

shall commence only on lots that are created pursuant to an approved and recorded final plat of subdivision and are accessible via a road improved with at least a binder course.

B. Applications for building permits shall be considered in the Village's normal course of business.

C. Miscellaneous Design Features. The design standards for streetlights, street signs, mailboxes, and traffic signs shall be consistent with the design(s) shown in Group Exhibit C, attached hereto, and incorporated herein, unless otherwise required by the Village Engineer.

17. Occupancy Permits.

A. The Village agrees to issue certificates of occupancy in accordance with the applicable Requirements of Law or standard operating procedures of the Village in effect at the time the Owner submits a request/applies for such certificate of occupancies.

B. Temporary certificates of occupancy for buildings may be issued by the Village when weather conditions have not permitted improvements, such as landscaping, driveways, sidewalks, entrance walks and topsoil re-spreading to be completely finished; provided that such buildings and related structures are in a substantially completed condition and are fit for habitation as determined by the Village's building official.

- (i) If requested to do so by the Village, the Owner will provide a bond, guarantee, letter of credit, cash deposit or other agreed upon security in an amount to be fixed by the Village Engineer, based on the portion of the development that remains uncompleted at the time a request for temporary occupancy permit is made. Such security will remain posted with the Village until the last unconditional occupancy permit is issued within the Subject Property (or the relevant portion thereof), the purpose of said security shall be to assure completion of all such uncompleted improvements for that phase of the development.
- (ii) The Village agrees not to request security for any improvements, if such improvements were previously secured as public improvements.
- (iii) Upon satisfactory completion of the applicable phase of the development, the Village shall return the deposit, or any portion thereof then remaining on account, to the Owner.

C. Prior to the issuance of any permanent or temporary certificate of occupancy in a phase of development of the Subject Property, the Owner shall take commercially reasonable steps to install street signs, traffic control signs (not signals) and streetlights and to make same fully operational through such phase.

18. Contractor's Trailers. The Village agrees that from and after the commencement of any earth work on the site, or the date of recording of a final plat of subdivision for any part of the Subject Property, whichever is earlier, a contractor's and subcontractor's supply storage and/or

office trailers, not to exceed four (4) in total, with adequate gravel parking lot(s) for same, may be placed upon such part or parts of the Subject Property where construction activities are taking place, as required and approved by the Owner for development purposes. Said trailers may remain upon that portion of the Subject Property until the issuance of the last occupancy permit for that portion of the Subject Property and shall be removed not later than thirty (30) days after the issuance of such final occupancy permit. An occupancy permit will be required by the Village for any such trailer to be located on the Subject Property. All contractor's trailers and supply trailers shall be kept in good working order and the area will be kept clean and free of debris. No contractor's trailers or supply trailers will be located within a dedicated right-of-way or within a public utility easement. Such construction trailers need not be connected to a potable water supply and shall adequately provide for disposal of wastewater. The Owner and each contractor or subcontractor hereby releases, and shall indemnify and hold harmless the Village and the Indemnitees and the applicable Fire Protection District and its officials, officers, agents, employees, representatives, and consultants from any and all claims, damages, liabilities, judgments, costs, and expenses arising out of or related to its or their respective use of such contractor's trailers and/or the exercise of the rights set forth in this Section.

19. Construction Hours. Construction activities and deliveries on and to the Subject Property shall be conducted in accordance with the provisions of the Village Code.

20. Vegetation / Live Growth. The Owner shall be responsible for the planting, live growth and preservation of trees and plants in accordance with an approved landscape plan. In the event the Owner removes trees, the Owner shall be required to replace trees in accordance with the Hampshire Building Regulations.

21. Site Maintenance During Construction. The 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.

A. Accordingly, the Owner agrees to perform the following tasks:

- (i) Inspect, clear and clean away (not burn) construction debris from the streets and roadways adjacent to and within one thousand feet (1,000') of any construction site on the Subject Property as needed during each week while construction is occurring on the Subject Property; provided, in no case shall any mud or other debris on the roadways be deposited in or removed to the roadside ditch. Provided further, the Owner shall recycle any and all construction materials and debris from the Subject Property, to the greatest degree possible.
- (ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing all to comply with applicable Village regulations.
- (iii) Maintain all grass within the Subject Property, including along Dietrich Road, in accordance with Article XII of Chapter 2 of the Village Code.
- (iv) Take reasonable steps to control dust, including dust conditions on Dietrich Road, US Highway 20, Higgins Road, and/or the New Collector Road,

adjacent to the Subject Property, as the case may be, as needed while construction activities are occurring on the Subject Property.

- (v) At all times prior to the Village's issuance of a final certificate of completion for any street constructed on the Subject Property, within a reasonable amount of time following an accumulation of snow thereon, cause such street to be plowed, such snow to be cleared therefrom and the street to be de-iced. The Owner shall also clear and remove snow and ice from sidewalks located on the Subject Property within a reasonable time. The Owner shall repair any and all damage to streets on the Subject Property prior to dedication of the streets to the Village.
- (vi) In the event that the Village certifies completion of any such street between November 1st of any given year and April 1st of the following year, the Owner shall continue to provide snow removal for said streets throughout such period. Notwithstanding any other provisions of this Agreement, the Village performing maintenance, clearing, snow removal or other public works on any improvement shall not be inferred as the Village accepting the improvement in question.

B. In the event the Owner fails to remove snow from and/or de-ice the streets, roadway or sidewalks, mow, pull weeds, pick up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Agreement; then the Village may perform or contract with others to perform such undertaking and deduct the costs from and security posted in accordance with this terms of this Agreement.

The Owner shall, at all times, provide to the Village, in accordance with the notice provisions herein, the name and telephone number of such person or persons responsible for the maintenance of the Subject Property.

C. All sums then remaining on deposit with the Village pursuant to this Section shall be returned to the Owner, upon the Village's acceptance of all public improvements or completion of the development, whichever shall be the last to occur.

21. Conveyance to Third Parties. It is understood and agreed by and between the Parties that the Owner may act as the builder or developer for a portion of the Subject Property, but may convey all or a portion of the Subject Property to a third party or parties for construction and/or development of the same and each such developer shall comply with all of the terms of this Agreement.

22. Miscellaneous Provisions.

A. Enforcement / Remedies. It is agreed that the Parties hereto may, in law or equity, by suit, action, mandamus, injunction or any other proceeding, including specific performance and/or any action for damages, enforce and compel the performance of this Agreement. In addition to all other remedies provided under this Subsection, the Party which is at fault shall pay reasonable expenses (including attorneys' fees) incurred by the Party or Parties successful

in enforcing its rights hereunder. Notwithstanding any provision to the contrary, the Owner or any developer shall be prohibited from seeking any money damages under this Agreement.

B. Mutual Cooperation. The Village and the Owner agree to cooperate in the permitting for, and other matters pertaining to, the development of the Subject Property. The Village shall assist the Owner in all reasonable respects in obtaining all permits, agreements, or approvals from any governmental or quasi-governmental agency with jurisdiction over such matters which are required for construction on the Subject Property in compliance with this Agreement. Mutual cooperation shall extend to matters including, but not limited to, the approvals of IDOT, KDOT, Chicago Metropolitan Agency for Planning, and the Army Corp of Engineers. The Village shall be under no obligations to incur any costs or pay any expenses in discharging its obligations under this paragraph.

C. Notices. All notices, certificates, approvals, consents, or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means:

- (i) Personal service.
- (ii) Electronic communications, whether by email, telex, facsimile, telegram, or other telecopy, with proof of receipt by addressee.
- (iii) Overnight courier.
- (iv) Registered or certified first-class mail, postage prepaid, return receipt requested

To whom notice is to be given:

If to the Village:

Village of Hampshire, Village Hall
234 S. State Street
P.O. Box 457
Hampshire, IL 60140-0457
ATT : Village Manager
847-683-2181 (téléphone)
847-683-4915 (facsimile)
jhedges@hampshireil.org

with a copy to:

James M. Vasselli, Esq.
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 Naper Blvd., Suite 350
Naperville, IL 60563
630-682-0085 (telephone)
630-682-0788 (facsimile)
jvasselli@ottosenlaw.com

If to the Owner:

Ernie Pirron
LB Andersen

104 S. Wynstone Park Drive
North Barrington, IL. 60010
847-381-9080 (telephone)
Ernie@LBAndersen.com

_____ with a copy to:

Wade Light, Esq.
LB Andersen
104 S. Wynstone Park Drive
North Barrington, IL. 60010
847-381-9080 (telephone)
Wade@LBAndersen.com

Either Party may change the address for notice to such Party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if personally delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting. Notice by overnight courier shall be effective on the next business day following delivery of such notice to such courier. Notice given by electronic communications shall be effective on the date of completion, so long as such notice is further sent by personal service, the U.S. mails or overnight courier, as aforesaid.

D. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

E. Severability. If any section, subsection paragraph, sentence, clause or phrase of this Agreement or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof. The Corporate Authorities hereby declare that it would have approved had such section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective. If, for any reason, the annexation, Zonin Relief, plans, plats, or engineering approvals for the Subject Property provided for herein is/are ruled invalid in whole or in part, the Village, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the intent of this Agreement and the objectives of the Village and the Owner, as disclosed by this Agreement.

F. Binding on Successors; Notice to Village. This Agreement shall inure to the benefit of, and be binding upon, successors of the Village and the Owner and their respective successors, grantees, lessees, and shall constitute a covenant running with the land. This Agreement may be assigned by the Owner in whole or in part; provided however that the Owner shall notify the Village Clerk in writing, within five (5) days of any transfer of an interest in the Subject Property, or any portion thereof, for construction and/or development as otherwise described herein, of the name or names of the transferees, and the portion or portions of the Subject Property transferred; and further provided, that the assignee shall expressly in writing assume liability for all duties and obligations imposed by this Agreement, and evidence of such

assumption shall be provided to the Village Clerk, and the Village shall consent to such assumption, which consent shall not be unreasonably withheld. Upon said assignment by any assignee, the Owner shall have no further obligations hereunder excepting those related to the defense and indemnification of the Village and other risk management provisions. Any assignment shall be evidenced in writing and shall be countersigned by all applicable parties including, without limitation: (i) the Village and the Owner shall minimally evidence that the assignee is assuming all obligations of the Owner under this Agreement; and (ii) provide the Village with the assignee's contact information. In addition, the Owner is prohibited from assigning this Agreement to: (a) any party legally ineligible from doing business with the Village; and (b) any party indebted to the Village. As stated above, the construction and development duties and obligations imposed on the Owner in this Agreement shall be binding upon any developer of the Subject Property or successor in interest.

If all or any portion of the Subject Property is sold, transferred or conveyed by the Owner to another, the selling party shall be deemed to have assigned to the purchasing party any and all rights and obligations it may have under this Agreement (excluding rights of recapture or financial incentives, if any, that are expressly reserved in writing) which affect the portion of the Subject Property sold or conveyed and thereafter the selling party shall have no further obligation under this Agreement as it relates to the portion of the Subject Property conveyed and the new Owner of such portion of the Subject Property and the Village shall be free to modify the terms of this Agreement (including zoning, use, density and/or set back or yard requirements) as they relate to the portion of the Subject Property so conveyed, as the Village and such applicable Owner of the applicable portion of the Subject Property may mutually agree without the consent or approval of any other Owner of a portion of the Subject Property; provided no such modification or amendment shall be in conflict with any private covenant or property right pre-existing such modification or amendment.

G. Village Approval. Wherever any approval or consent of the Village, or of any of its departments, officials, or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed except where specifically set forth herein.

H. Permits, Licenses, Approvals. The Owner shall be responsible for obtaining and paying for all permits, licenses, approvals, certificates, and inspections necessary for construction of the development, including onsite improvements. Each Party shall cooperate with the other regarding the obtaining of said permits, licenses, approvals, and certificates.

I. Utilities. All utilities shall be installed underground, and utility easements shall be provided, as specified in Section 7-4-2 of the Village Code.

J. Venue. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. This Agreement shall be enforceable only in the Circuit Court of Kane County, Illinois by any appropriate action at law or in equity to secure performance of the covenants herein contained.

K. Default. Unless otherwise expressly provided herein, and except as to matters related to any stop work order, in the event of a material breach of this Agreement, the Parties agree that the defaulting Party shall have thirty (30) days after notice of said breach to correct the

same prior to the non-breaching Party's seeking of any remedy provided for herein; provided, if such breach cannot reasonably be corrected within thirty (30) days, the non-breaching Party shall not seek any remedy provided for herein as long as the defaulting Party has promptly initiated the cure of said breach and is diligently prosecuting the cure of said breach, and provided further, as to any material breach occasioned by the failure to pay any sum of money due to the Village, the cure period shall be ten (10) days after notice. In the event the performance of any covenant to be performed hereunder by any Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation, suspension or inability to secure any necessary governmental permit, license, or authority; and any similar cause) the time for such performance shall be extended by the amount of time of such delay. In the event of an ascertainable emergency, as determined by the Village in its reasonable discretion, the Village shall have the right to take all steps necessary to mitigate or eliminate the emergency. The Village waives no police power rights, excepting those related to zoning approvals, through the covenants set forth in this Agreement. The failure of a Party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any 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.

L. Defense. The Village agrees to cooperate with the Owner in the defense of any lawsuits or claims brought by any person or persons in regard to the following matters: (i) this Agreement and the exhibits thereto; (ii) the annexation of the Subject Property, or any part thereof; (iii) the zoning of the Subject Property; (iv) any final plans or final plats for the Subject Property; and (v) any suit for condemnation for all or any portion of the Subject Property (brought by any other governmental body). The Village's obligations under this Subsection shall not require the Village to incur any costs or expenses.

- (i) In the event any such lawsuit names the Village as a party, the Owner may elect to appear and defend the litigation on behalf of the Village, in which case the Owner and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village in the case. In the alternative, the Owner may tender the defense of the matters to the Village, in which case the Owner and the Village shall by mutual agreement choose an attorney or attorneys to represent the Village in the case. In either event, the Owner shall reimburse the Village for the costs incurred by the Village in such defense, including reasonable attorneys' fees.
- (ii) The Village and the Owner shall cooperate with each other as necessary to defend any such lawsuit. In the event a developer is able to settle any such litigation or claim against the Owner and/or the Village, the Village may then elect to join in such settlement, subject to the following: if the Village declines or refuses to join in such settlement, then from and after the time of the Village's declining or refusal, the Owner shall have no obligation to reimburse the Village for its costs and reasonable attorneys' fees incurred thereafter.

- (iii) The Owner shall be liable and responsible for any and all obligations imposed by the terms of any such settlement, except to the extent that such settlement includes any provision that the Village itself shall pay costs, damages or any other monetary award, and such settlement is approved and joined in by the Village. In such case, the Village shall be responsible and liable to pay such agreed costs, damages or other monetary award as have been assigned to and agreed by the Village.
- (iv) In the event that the Village fails or refuses to cooperate in the defense of any matters described in this Subsection, the Owner shall be and is hereby authorized to defend such matter in the Village's name at no expense to the Village.

M. Term. This Agreement shall be effective for a period of twenty (20) years from the Effective Date, and any extended time that may be agreed to by amendment between the Parties according to law, unless earlier terminated pursuant to its own terms.

N. Run with the Land. It is understood and agreed by and between the Parties hereto that this Agreement shall run with the land and shall be assignable in accordance with the provisions of this Agreement.

O. Survival. This Agreement and all its terms and conditions shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property or any part thereof to the Village.

P. Corporate Capacity. The Parties hereto acknowledge and agree that the individuals entering into this Agreement have done so in his or her corporate or official capacity and shall have no personal liability whatsoever for such action.

Q. Existing Uses. Agricultural use of all or any portion of the Subject Property is expressly authorized; however, the raising or keeping of any swine is specifically prohibited. Provided, all areas where such animals are located shall be fenced and kept separate from the area of any and all development activities. Any use of a building on the Subject Property existing as of the Effective Date may be continued until the time of development or the termination of this Agreement, whichever occurs sooner.

R. Savings Clause. If any provision or part of this Agreement is held to be invalid by any court of competent jurisdiction, such provision or part shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision or part of said Agreement.

S. Waiver of Certain Rights by Owner. The Owner, for itself, and for his, her or its successors and assigns, hereby waives, disclaims and forfeits any and all rights or claims he, she, it or they may have or hereafter acquire under which the Owner may seek to avoid, reduce, condition or delay the payment of any development impact fees, transition fees, or other fees or charges described herein and to be paid by the Owner to the Village or any other governmental body, or to obtain a refund or rebate thereof, or any action that would have the effect of invalidating such fees or charges, or any of them, or of impairing collection thereof.

T. Indemnification. The Owner, for itself and its employees, agents, representatives, engineers, consultants, contactors, attorneys and assignee(s), shall indemnify, defend and hold harmless the Village and its Indemnitees from all claims, demands, losses, judgments, liabilities, costs and expenses incurred by or brought against the Village or the Indemnitees arising out of or resulting from this Agreement, the development of the Subject Property and any and all construction activities conducted at the Subject Property undertaken pursuant to this Agreement including, but not limited to, the erection or use of any construction trailer located on the Subject Property.

U. Insurance. The Owner shall obtain and thereafter maintain in full force in effect all policies of insurance required by the Village in writing, in such limits and with such standards and qualifications as required by the Village.

V. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties hereto, and all prior discussions and/or negotiations in regard to the subject matter of this Agreement are hereby merged and integrated herein and are hereby superseded. There are no promises, agreements, conditions, or understandings, either oral or written, expressed or implied, between or among them relative to the annexation of the Subject Property, other than as set forth in this Agreement. This Agreement may be amended only by the mutual consent of the Parties hereto, by adoption of an ordinance by the Village approving such amendment as provided by law, and by the execution of such amendment by the Parties. The Parties acknowledge and agree that certain amendments may affect only a portion of the Subject Property. In such event, such amendment need be executed only by the relevant Owner whose property is affected thereby.

W. Franchise Fees. Kane County shall retain franchise fees and video service provider fees from subscribers located on the Subject Property, if any, for the period of time prescribed by Section 5-1095 of the Counties Code (55 ILCS 5/5-1095).

X. Disconnection, Continuing Validity. During the term of this Agreement the Parties shall not seek or cause disconnection or de-annexation of the Subject Property except upon the written consent of the Parties. The termination of this Agreement shall not affect the continuing validity of the annexation of the Subject Property into the Village.

Y. Drafter Bias. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement at Hampshire, Kane County, Illinois as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

x

VILLAGE:

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

By: _____

Michael J. Reid, Jr.
Village President

ATTEST:

By: _____

Village Clerk or Deputy Village Clerk

OWNERS:

Light Real Estate LLC

By: _____
Its authorized Member/Manager

L. B. Andersen & Co., Inc.

WS Trust

By: _____
Its _____

By: _____
Trustee

Harris Trust and Saving Bank of Barrington
t/u/t dated April 8, 2004, known as Trust
#HTB 1464

Light Trust

By: _____
Trustee

By: _____
Trustee

DRAFT

LIST OF EXHIBITS

EXHIBIT A	Legal Description of the Property
GROUP EXHIBIT B	Annexation Petitions and Zoning Applications
GROUP EXHIBIT C	Design Standards for Street Lights, et al.

DRAFT

EXHIBIT A
Legal Description

KANE COUNTY

PARCEL 1:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441 IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD, A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 3:

NOT INCLUDED

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5:

LOT 2 OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 6:

THE EAST HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

McHENRY COUNTY

PARCEL 7:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35 AND THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 (EXCEPT THAT PART DESCRIBED IN DEED RECORDED JUNE 4, 1991 AS DOCUMENT 91R019966 IN McHENRY COUNTY, ILLINOIS), TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE CENTER LINE OF THE DRAINAGE DITCH REFERENCED IN AGREEMENT RECORDED OCTOBER 3, 1957 AS DOCUMENT 329339 IN McHENRY COUNTY, ILLINOIS.

TOGETHER WITH:
ALL THAT PART OF DIETRICH ROAD RIGHT-OF-WAY LYING NORTHERLY AND SOUTHERLY AND
COINCIDENT WITH THE ABOVE DESCRIBED PROPERTY, EXCEPTING THEREFROM ANY PART
PREVIOUSLY ANNEXED TO ANY MUNICIPALITY.

DRAFT

PINs: Kane Co.	01-02-300-008	01-02-300-017	01-02-400-012
	01-02-100-002	01-02-200-001	01-02-200-004
McHenry Co.	17-35-400-011	17-35-300-015	

Common Address: Land, northeast of US Highway 20, and north of I-90, in Hampshire Township, Kane County and Coral Township, McHenry County, IL

DRAFT

Group Exhibit B
Annexation Petitions and the Zoning Applications

DRAFT

GROUP EXHIBIT C
Design Standards for Street Lights, etc.

DRAFT

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

This instrument was acknowledged and executed before me on the _____ day of _____, 2023, by _____, the President of the VILLAGE OF HAMPSHIRE (the "Village"), an Illinois non-home rule municipality, and by _____, the Village Clerk or Deputy Clerk; and they signed and delivered said instrument on behalf of the Village, and caused the seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village for the uses and purposes therein set forth, all on behalf of the Village.

Notary Public

My Commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

This instrument was acknowledged and executed before me on the _____ day of _____, 2023, by _____, the _____ of _____, an Illinois _____, and that he/she/it signed and delivered said instrument on its behalf and caused its seal, if any, to be affixed thereto, pursuant to authority given by the _____ pursuant to his/her/its free and voluntary act for the uses and purposes therein set forth all on behalf of _____.

Notary Public

My Commission expires: _____

Group Exhibit B

LUDWIG



Village of Hampshire
234 S. State Street, Hampshire, IL 60140
Phone: 847-683-2181 • www.hampshireil.org

Zoning Review Application

Date: July 24, 2023

The Undersigned respectfully petitions the Village of Hampshire to review and consider granting the following approval(s) on the land herein described.
(check all that apply)

- Variance*
- Special Use Permit*
- Rezoning from E-1 District to O-M District (ex. M1 to M2)*
- Annexation
- Subdivision - Concept Plan Review
- Subdivision - Preliminary Plan Review
- Subdivision - Final Plan Review
- Other Site Plan: _____

*requires a 15-30 day public notice period

PART I. APPLICANT INFORMATION

APPLICANT (Please print or type)

Name: Light Real Estate by Daniel B. Light Email: lightfarms@aol.com
Address: 104 S. Wymstone Park Drive North Barrington, IL. 60010 Phone: 847-381-9080

CONTACT PERSON (If different from Applicant)

Name: Ernie Pirron Email: ernie@lbandersen.com
Address: 104 S. Wymstone Park Drive North Barrington, IL. 60010 Phone: 847-381-9080

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

YES NO

If the Applicant is not the owner of the subject property, a written statement from the Owner authorizing the Applicant to file the Development Application must be attached to this application.

IS THE APPLICANT AND/OR OWNER A TRUSTEE/BENEFICIARY OF A LAND TRUST?

YES NO

If the Applicant and/or owner of the subject property is a Trustee of a land trust or

beneficiaries of a land trust, a Disclosure Statement identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto.

PART II. PROPERTY INFORMATION

Name of Development (if any): Ludwig Property
Address: North of Dietrich Road in Hampshire Township (Kane Co.) and Coral Township
Parcel Number(s): 17-35-300-015, 17-35-400-011, 01-02-200-001, 01-02-100-002, 01-02-200-004
Total Area (acres): 164 Acres
Legal Description: must be attached to this application
Fire Protection District: Hampshire
School District: District 300
Library District: Ella Johnson Library
Park District: Hampshire
Township: Hampshire
Current Zoning District: F-Farming

Current Use:

Farm land - 0021

Proposed Zoning/Variance/Use:

O-M, Logistics, Warehousing
Special use - See attached
O-M - Proposed Zoning
Logistics, Warehousing - Proposed use

Reason/Explanation for Zoning/Variance/Use:

Annexing to Village
Develop Property for Warehousing Logistics use

PART III. REQUIRED DOCUMENTATION

From chart on next page

- Signed Development Application
- Signed Developer's Agreement (Attachment A)
- Deposit/Fee \$ 40,000.00
(see Village Ordinances and Requirements section)
- Proof of Ownership or Option
- Legal Description of Property - Plat of Survey
- List of property owners within 250 ft with parcel numbers (Attachment B)
(see Attachment C for an example notification letter)
- Concept Plan - see Subdivision Regulations for more information
- Preliminary Plan - see Subdivision Regulations for more information
- Final Plan - see Subdivision Regulations for more information
- Site Plan
- Landscape Plan: Preliminary or Final
- Architectural Elevations
- Petition for Annexation
- Plat of Annexation
- Soil & Water Conservation District Land Use Opinion - See Kane-DuPage SWCD webpage
- Other Special use request; see next page

Needed documentation may vary depending on the specific circumstances of the application. Therefore, staff may require additional documentation after initial review (e.g., fiscal impact study, endangered species report, wetland report etc.).

I, Daniel B. Light, herby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.


Signature

7/24/23
Date



PHONE: (847) 381-9080
FAX: (847) 381-9089

104 S. WYNSTONE PARK DRIVE, NORTH BARRINGTON, IL 60010

Petitioner requests the following special uses:

1. Pursuant to the special use that provides as follows:

“Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses allowable in this section, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare, or heat.”

Petitioner requests as a special use the Village to specify that all storage of property including trailers shall not be required to be located in completely enclosed buildings or structures.

2. Building materials sales and storage.
3. Cartage and express facilities.
4. Electrical, lighting, and wiring equipment.
5. Food manufacture, packaging, and processing.
6. Ground mounted Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of this Code.
7. Planned developments.



SINCE 1921...SPECIALISTS IN SALE OF FARMS, ESTATES, AND VACANT LAND FOR INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL DEVELOPMENT

Standard Required Documentation

	Variance	Special Use Permit	Rezoning	Annexation	Concept Plan	Preliminary Plan	Final Plan	Other
Application	X	X	X	X	X	X	X	X
Deposit	X	X	X	X	X			X
Developer's Agreement	X	X	X	X	X			X
Proof of Ownership or Option	X	X	X	X		X		X
Legal Description - Plat of Survey	X	X	X	X		X		X
List of Property Owners	X*	X	X			X		
Architectural Elevations	X	X				X		
Petition for Annexation				X				
Plat of Annexation				X				
Site Plan	X	X	X	X		X		X
Landscape Plan		X				X	X	X
Conservation District Land Use Opinion	X*	X	X	X		X		
Concept Plan					X			
Preliminary Plan						X		
Final Plan							X	

*Not required for variances strictly for signage

**Attachment A - Developer's Agreement
Developer's Agreement with Respect to Development Fees and Deposits**

The undersigned Developer acknowledges that he/she/it has filed a ZONING REVIEW APPLICATION with the Village, requesting Annexation, OM Zoning & Special uses and further, acknowledges that the Village Code requires that he/she reimburse the Village for all professional fees incurred for engineering, legal, consultant, and other outside services in regard to this application and all other matters related to the proposed development or zoning request. The Developer agrees to be bound by the terms of the Village Code in this regard.

The Developer also is required to, and hereby does, submit a fee or deposit, to be held by the Village to secure reimbursement of such funds as applicable, in accordance with the current schedule of fees and deposits required by the Village for the type of land use action requested. Said deposit shall be held as security for payment of fees and will be applied by the Village to payment of such fees upon default by Developer. Any balance remaining, after payment of all such fees, including reasonable attorney fees and court costs incurred by the Village in discussing, negotiating, or enforcing the terms of this Agreement, shall be returned to Developer. Any interest earned on funds on deposit shall accrue to the Village.

By: 
Signature

7/24/23
Date

RECEIPT OF INITIAL FEE DEPOSIT ACKNOWLEDGED BY VILLAGE CLERK

Signature

Date

This form must be executed and accompany all Development Applications. No Application will be accepted or processed without this completed form.

**Attachment B - Affidavit of Notification
Affidavit of Notification to Neighboring Property Owners**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: Light Real Estate

Date: 7/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at Dietrich Road in Hampshire Township (Kane Co.) and Canal Township.

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
<u>SEE ATTACHED</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attached additional sheets, if necessary.

By: Daniel B. Light
Name


Signature

Attachment C - Example Notification Letter
DO NOT RETURN THIS TO THE VILLAGE -
FOR YOUR USE IN DRAFTING LETTERS

Every applicant for rezoning, special use, and/or variance, is required to notify neighboring property owners within two-hundred fifty feet (250') of the property for the proposed zoning relief. Applicants should provide the neighboring property owners with a brief description of the proposed project and a copy of the development plan to help neighboring property owners better understand what is being proposed in their neighborhood (On Applicant's Letterhead)

EXAMPLE OF NOTIFICATION / INFORMATION LETTER

Dear Neighbor:

(Applicant Name) has submitted an application to the Village of Hampshire for (type of application) to allow (describe project, use of land, number of units, etc.) on the property located at North of Dietrich Road in Hampshire Township (Kane Co.) and Coral Township. A copy of the site plan is enclosed for your information.

The Village of Hampshire is currently reviewing our application material, including the site plan. If you have any concerns or questions about the proposed development of the property, you are encouraged to call (contact for the Applicant) at (Contact's telephone number). You will also have an opportunity to comment about the proposed development at the Hampshire Planning and Zoning Commission meeting scheduled for (Date of Planning and Zoning Commission meeting) at 7:00 p.m.

Sincerely, (Applicant)



Village of Hampshire
 234 S. State Street, Hampshire IL 60140
 Phone: 847-683-2181 www.hampshireil.org

Petition for Annexation

Date: July 24, 2023

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS

The undersigned petitioners,

Name	Address	E-Mail-Address
<u>Daniel B. Light</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u>lightfarms@aol.com</u>
<u>Light Real Estate</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u>ernie@lbandersen.com</u>
<u>WS Trust</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u>spirron@aol.com</u>

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
<u>Light Trust</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u></u>
<u>* See attached signature sheets</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
<u>17-35-300-015</u>	<u></u>	<u>Coral</u>	<u>Huntley</u>	<u>District 158</u>
<u>17-35-400-011</u>	<u></u>	<u>Coral</u>	<u>Huntley</u>	<u>District 158</u>
<u>01-02-200-001</u>	<u></u>	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

(Ludwig) Land to be Annexed cont.

01-02-100-002	Hampshire	Hampshire	District 300
01-02-200-004	Hampshire	Hampshire	District 300

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By:

Daniel B. Light

Name

Name

Name



Signature

Signature

Signature

For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

Attachment B - Affidavit of Notification **OWNERSHIP &**
Affidavit of Notification to Neighboring Property Owners **SIGNATURE**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: LIGHT REAL ESTATE

Date: 07/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at NORTH OF DIETRICH ROAD IN HAMPSHIRE
TOWNSHIP (KANE CO) & CORAL TOWNSHIP

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
17-35-400-011	Light Real Estate LLC Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
01-02-200-001	WS Trust Leah Rae Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
01-02-100-002	Light Trust Leah Rae Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
01-02-200-004	Light Real Estate LLC Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
17-35-300-015	Light Real Estate LLC Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
17-35-300-015	No electors on land Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010

Attached additional sheets, if necessary.

By:

See attached signature sheet
 Name


 Signature

Attachment B - Affidavit of Nonmaterial
 Affidavit of Notification to Neighboring Property Owners

OWNERSHIP &
 SIGNATURE

To: Village of Hampshire 294 S. State Street Hampshire, IL 60140

From: L. B. ANDERSE

and Date: 07/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

NOETH OF DIETRICH ROAD IN HAMPSHIRE
 The property is located at TOWNSHIP (KANE CO) & CORAL TOWNSHIP

PROPERTY INDEX #	PROPERTY OWNER	SIGNATURE
17-35-400-011	Light Real Estate LLC Daniel B. Light	<u>Daniel Light</u>
01-02-200-001	WS Trust Leah Rae Light	<u>Leah Rae Light</u>
01-02-100-002	Light Trust Leah Rae Light	<u>Leah Rae Light</u>
01-02-200-004	Light Real Estate LLC Daniel B. Light	<u>Daniel Light</u>
17-35-300-015	Light Real Estate LLC Daniel B. Light	<u>Daniel Light</u>
17-35-300-015	No electors on land Daniel B. Light	<u>Daniel Light</u>

Attached additional sheets, if necessary.

By:
DANIEL LIGHT
 Name

Daniel Light
 Signature

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By: DANIEL LIGHT
Name

[Handwritten Signature]
Signature

Name

Signature

Name

Signature

For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

Legal Description
Ludwig Property

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, IN TOWNSHIP 43 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 21.84 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 1,303.41 FEET TO THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,325.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 02 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 753.58 FEET TO THE CENTERLINE OF A CREEK; THENCE NORTH 81 DEGREES 48 MINUTES 56 SECONDS EAST ALONG SAID CENTERLINE, 57.17 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 36 SECONDS EAST ALONG SAID CENTERLINE, 251.65 FEET; THENCE SOUTH 81 DEGREES 26 MINUTES 16 SECONDS EAST ALONG SAID CENTERLINE, 182.62 FEET; THENCE SOUTH 78 DEGREES 41 MINUTES 41 SECONDS EAST ALONG SAID CENTERLINE, 140.64 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 21 SECONDS EAST ALONG SAID CENTERLINE, 370.32 FEET; THENCE SOUTH 77 DEGREES 26 MINUTES 11 SECONDS EAST ALONG SAID CENTERLINE, 306.07 FEET; THENCE SOUTH 82 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID CENTERLINE, 104.40 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 17 SECONDS EAST ALONG SAID CENTERLINE, 676.66 FEET; THENCE SOUTH 67 DEGREES 27 MINUTES 51 SECONDS EAST ALONG SAID CENTERLINE, 492.33 FEET; THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS EAST ALONG SAID CENTERLINE, 119.77 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST (MEAS. = SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST), 266.03 TO THE PLACE OF BEGINNING, IN MCHEERY COUNTY, ILLINOIS.

PARCEL 2:

PART OF THE EAST HALF OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

TICOR TITLE INSURANCE

Policy of Title Insurance

American Land
Title Association
Owner's Policy
(10-17-92)

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;

2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

Issued by:
TICOR TITLE INSURANCE COMPANY
100 S. MAIN STREET, SUITE 100
CRYSTAL LAKE, IL 60014
(815) 356-3500

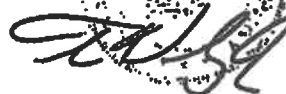
TICOR TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary

Authorized Signatory

TICOR TITLE INSURANCE COMPANY .
OWNER'S POLICY (1992)

POLICY NO.: 2000 000678000 SM

SCHEDULE A

AMOUNT OF INSURANCE: \$2,500,000.00

DATE OF POLICY: JULY 9, 2004

1. NAME OF INSURED:

DANIEL B LIGHT AS TO AN UNDIVIDED 42.43% INTEREST TENANT IN COMMON, LB ANDERSEN & CO. INC. AS TO AN UNDIVIDED 35.47% TENANT IN COMMON INTEREST, WS TRUST AS TO AN UNDIVIDED 11.52% TENANT IN COMMON INTEREST AND LIGHT TRUST AS TO AN UNDIVIDED

CONTINUED ON NEXT PAGE

2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE INSURED.

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

NONE

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE D IS ATTACHED.

CPCLAIN

DTG 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 EN

SCHEDULE A (CONTINUED)

**.... 10.58 TENANT IN COMMON INTEREST
FEE AS TO PARCELS 1 THROUGH 4.
NON-EXCLUSIVE EASEMENT AS TO PARCEL 5.**

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

00CLAS2

DTG 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, IN TOWNSHIP 43 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 21.84 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 1,303.41 FEET TO THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,325.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 02 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 753.58 FEET TO THE CENTERLINE OF A CREEK; THENCE NORTH 81 DEGREES 48 MINUTES 56 SECONDS EAST ALONG SAID CENTERLINE, 57.17 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 36 SECONDS EAST ALONG SAID CENTERLINE, 251.65 FEET; THENCE SOUTH 81 DEGREES 26 MINUTES 16 SECONDS EAST ALONG SAID CENTERLINE, 182.62 FEET; THENCE SOUTH 78 DEGREES 41 MINUTES 41 SECONDS EAST ALONG SAID CENTERLINE, 140.64 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 21 SECONDS EAST ALONG SAID CENTERLINE, 370.32 FEET; THENCE SOUTH 77 DEGREES 26 MINUTES 11 SECONDS EAST ALONG SAID CENTERLINE, 306.07 FEET; THENCE SOUTH 82 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID CENTERLINE, 104.40 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 17 SECONDS EAST ALONG SAID CENTERLINE, 676.66 FEET; THENCE SOUTH 67 DEGREES 27 MINUTES 51 SECONDS EAST ALONG SAID CENTERLINE, 492.33 FEET; THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS EAST ALONG SAID CENTERLINE, 119.77 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST (MEAS. - SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST), 266.03 TO THE PLACE OF BEGINNING, IN CHERRY COUNTY, ILLINOIS.

PARCEL 2: THE EAST HALF OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5:

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPLEASD

DTO 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE A (CONTINUED)

**... THE NORTH 20 FOOT STRIP OF LAND USED FOR SANITARY SEWER PURPOSES (NON-EXCLUSIVE) AS...
FOUND IN EASEMENT AGREEMENT RECORDED AUGUST 31, 1998 AS DOCUMENT NUMBER 98KD78206. ...**

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPOLAR

DTG 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE B

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

A 1. TAXES FOR THE YEAR(S) 2003 AND 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 17-35-300-001

NOTE: 2003 FIRST INSTALLMENT OF \$269.47 IS PAID.

NOTE: 2003 FINAL INSTALLMENT OF \$269.47 NOT DELINQUENT BEFORE SEPTEMBER 21, 2004.

AFFECTS PARCEL 1

B 2. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 17-35-400-007

NOTE: 2003 FINAL INSTALLMENT OF \$362.30 NOT DELINQUENT BEFORE SEPTEMBER 21, 2004.

AFFECTS PARCEL 1 AND OTHER LAND.

CPCLER

DTO 09/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE B

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

C 3. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 01-02-200-001

AFFECTS PARCEL 3

D 4. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 01-02-100-002

AFFECTS PARCEL 2

E 5. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 01-02-200-004

AFFECTS PARCEL 4

G 6. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

AC 7. (A) TERMS, PROVISIONS, AND CONDITIONS RELATIVES TO THE EASEMENT DESCRIBED AS PARCEL 5 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

CP01223

DTO 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE B

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

- 8. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.**
- 9. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY CROSS THE PREMISES.**
- 10. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND.**
- 11. UNRECORDED FARM LEASE AGREEMENT DATED MARCH 31, 2004 BETWEEN ALAN LUDWIG LESSOR AND KEIM GRAIN FARMS LESSEE.**
- 12. EASEMENT FOR DRAINAGE DITCH OVER LAND AS CONTAINED IN AGREEMENT DATED SEPTEMBER 24, 1957 AND RECORDED OCTOBER 3, 1957 AS DOCUMENT 329339, AND THE TERMS AND PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS THEREIN CONTAINED.**
- (AFFECTS PARCEL 1)**
- 13. GRANT OF EASEMENT OF MICHIGAN WISCONSIN PIPE LINE COMPANY, A DELAWARE CORPORATION, TO CONSTRUCT AND MAINTAIN GAS OR OIL PIPE LINES OR APERTURANCES AS GRANTED BY HARLEY WACKBEN AND IDA C. WACKBEN BY INSTRUMENT DATED JANUARY 23, 1949 AND RECORDED JUNE 29, 1949 AS DOCUMENT NO. 629192 IN BOOK 1459, PAGE 215 OF RECORDS OF KANE COUNTY, ILLINOIS. FURTHER DEFINED IN PIPE LINE EASEMENT RECORDED JANUARY 29, 1990 AS DOCUMENT 90K04990 MADE BY AMR PIPELINE COMPANY, FORMERLY KNOWN AS MICHIGAN WISCONSIN PIPE LINE COMPANY., OVER AND ACROSS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 FOR THE CONSTRUCTION OF NATURAL GAS PIPE LINE OR LINES. (AFFECTS PARCEL 2 & 3)**
- 14. EASEMENT AGREEMENT RECORDED AUGUST 31, 1998 AS DOCUMENT NO. 98078266 FOR SANITARY SEWER. (AFFECTS PARCEL 2 & 3)**
- 15. DECLARATION OF COVENANT DATED JULY 9, 2004 RECORDED JULY 20, 2004 AS DOCUMENT NO. 2004R0065888 (AFFECTS PARCEL 1 FOR PARTICULARS SEE RECORD)**

000000

DFO 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
POLICY SIGNATURE PAGE**

ORDER NO.: 2000 000678000 EM

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

TICOR TITLE INSURANCE COMPANY

BY 
AUTHORIZED SIGNATORY

FOURERS

DTO 09/04/04 11:02:49

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 2000 000678000 SM**

ISSUED BY

TICOR TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 4

**GENERAL EXCEPTION NUMBERS 1, 2, 3, 4 AND 5 OF SCHEDULE B OF THIS POLICY ARE
HEREBY DELETED.**

**THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THEREON. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EFFECT THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.**

**SMIP
DTO**

Taxing Body	Rate	Percent	Tax This Year	Tax Last Year
MCHENRY COUNTY	0.037645	8.40	\$32.35	\$29.55
MCHENRY COUNTY PENSION	0.076811	1.91	\$3.85	\$4.50
MCHENRY CO CONSV	0.221944	2.05	\$10.91	\$9.99
COLLEGE DISTRICT 528 MCC	0.329488	4.24	\$16.10	\$15.33
COLLEGE DISTRICT 528 MCC PENSION	0.000115	0.00	\$0.01	\$0.01
SCHOOL DIST 158	5.016187	64.51	\$248.55	\$226.32
SCHOOL DIST 158 PENSION	0.187604	2.41	\$9.22	\$8.46
ATLEY FIRE DIST	0.612639	7.80	\$30.12	\$27.58
ATLEY FIRE DIST PENSION	0.104883	1.35	\$5.15	\$4.88
KUNTLEY AREA LIBRARY	0.292730	3.76	\$14.39	\$13.30
CORAL TOWNSHIP	0.072828	0.94	\$3.58	\$3.31
CORAL TWP RD & BR	0.200161	2.57	\$9.84	\$9.05
TOTAL	7.776495	100.00	\$382.18	\$352.30

MCHENRY COUNTY 2021 REAL ESTATE TAX BILL

LEGAL DESCRIPTION
 DOC 2012R0059821 & 2004R0100269 W PT WY
 1/2 SE 1/4 LYING S OF BOTTERMAN FARMS

ASSESSED TO:
 LIGHT REAL ESTATE LLC ET AL

SITE ADDRESS:
 NA



PP# 17-35-400-011		
Township	Tax Code	Property Class
CORAL TWP	17904	0021
Sub Lot	Acres	
	14.4250	
1st Install	2nd Install	
\$191.09	\$191.09	
Interest	Interest	
Costs	Costs	
Total Paid	Total Paid	
Due By	Due By	
06/06/2022	09/06/2022	

Fair Cash Value	
S/A Value	4,915
S/A Multiplier	1.0285
S/A Equalized Value	4,915
Ord. of Review Value	4,915
Ord. of Review Multiplier	1.0000
Ord. of Review EQ Value	4,915
Home Improv./vet Exemptions	0
State Stamp	1.0000
State Equalized Value	0
Farmstead & Bldg. Value	4,915
Total Amt. Prior to Exemptions	4,915
Annual Homestead Exemptions	0
Gr. Freeze Abated Amt.	0
Elderly Homestead Exemption	0
Disabled Vet Homestead Ex.	0
Disabled Person Exemption	0
Returning Veteran Exemption	0
Net Taxable Amount	4,915.00
Local Tax Rate	7.776495
Total Current Year Tax Due	\$382.18

Ludwig

Taxing Body	Rate	Percent	Tax This Year	Tax Last Year
MCHEMRY COUNTY	0.557843	5.48	\$41.55	\$37.39
MCHEMRY COUNTY PENSION	0.078811	1.01	\$4.98	\$5.70
MCHEMRY CO CONSV	0.221044	2.85	\$14.01	\$12.64
COLLEGE DISTRICT 528 MCC	0.328558	4.24	\$70.89	\$19.40
COLLEGE DISTRICT 528 MCC PENSION	0.000118	0.00	\$0.01	\$0.01
SCHOOL DIST 158	0.010187	0.451	\$318.57	\$286.34
SCHOOL DIST 168 PENSION	0.187804	2.41	\$11.54	\$10.73
HUNTLEY FIRE DIST	0.812850	7.68	\$38.60	\$34.80
HUNTLEY FIRE DIST PENSION	0.184983	1.35	\$8.63	\$8.14
HUNTLEY AREA LIBRARY	0.292730	1.78	\$18.48	\$15.83
CORAL TOWNSHIP	0.072838	0.94	\$4.50	\$4.18
CORAL TWP RD & BR	0.260181	2.57	\$12.64	\$11.48
TOTAL	7.775485	100.00	\$490.88	\$448.74

MCHEMRY COUNTY 2021 REAL ESTATE TAX BILL

LEGAL DESCRIPTION
 DOC 2012RR059621 & 2004RD100259 PT E1/4
 2 SW1/4 LYING S OF BOTTERMAN FARMS MEM

ASSESSED TO:
 LIGHT REAL ESTATE LLC ET AL

SITE ADDRESS:
 NA



PIN 17-35-300-016		
Township	Tax Code	Property Class
CORAL TWP	17094	0021
Sub Lot	Acres	
	19.8900	
1st Install	2nd Install	
\$245.44	\$245.44	
Interest	Interest	
Costs	Costs	
Total Paid	Total Paid	
Due By 06/06/2022	Due By 09/06/2022	

Fair Cash Value	
SIA Value	6,313
SIA Multiplier	1.0265
SIA Equalized Value	6,313
Ord. of Review Value	6,313
Ord. of Review Multiplier	1.0000
Ord. of Review EQ Value	6,313
Home Improv/Net Exempt	0
State Multiplier	1.0000
State Equalized Value	0
Farmland & Edge. Value	6,313
Total Amt. Prior to Exempt	6,313
Annual Homestead Exempt	0
Sr. Freeze Abated Amt.	0
Elderly Homestead Exempt	0
Disabled Vet Homestead Ex	0
Disabled Person Exempt	0
Returning Veteran Exempt	0
Net Taxable Amount	6,313.00
Local Tax Rate	7.775485
Total Current Year Tax Due	\$490.88

PLAT OF ANNEXATION TO THE VILLAGE OF HAMPSHIRE

LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE
- ANNEXATION BOUNDARY LINE
- EXISTING CORPORATE BOUNDARY LINE
- MEASURED DIMENSION
- BOUNDARY DIMENSION

0.00
0.00

KANE COUNTY
P.I.N. 01-02-100-002
01-02-200-001
01-02-200-004
01-02-300-008
01-02-300-017
01-02-400-012
McHENRY COUNTY
17-35-300-015
17-35-400-011

REVISIONS

DATE	REVISIONS	BY	CHECK BY
02/10/23	REVISED PER VILLAGE COMMENTS		
01/06/23			

GRAPHIC SCALE
1 (IN FEET) = 300 FT.

ASSUMED BASIS OF BEARINGS
NORTH
QUARTER OF SECTION 2-42-6 AS
S 00°07'57" E

MANHARD CONSULTING
700 Springer Drive, Lombard, IL 60148
Phone: 630.691.8500
Fax: 630.691.8585
manhard.com

MANHARD CONSULTING, LTD.
ILLINOIS PROFESSIONAL SURVEYOR NO. 4074
DESIGN FIRM REGISTRATION NUMBER 184003350
APRIL 30, 2023

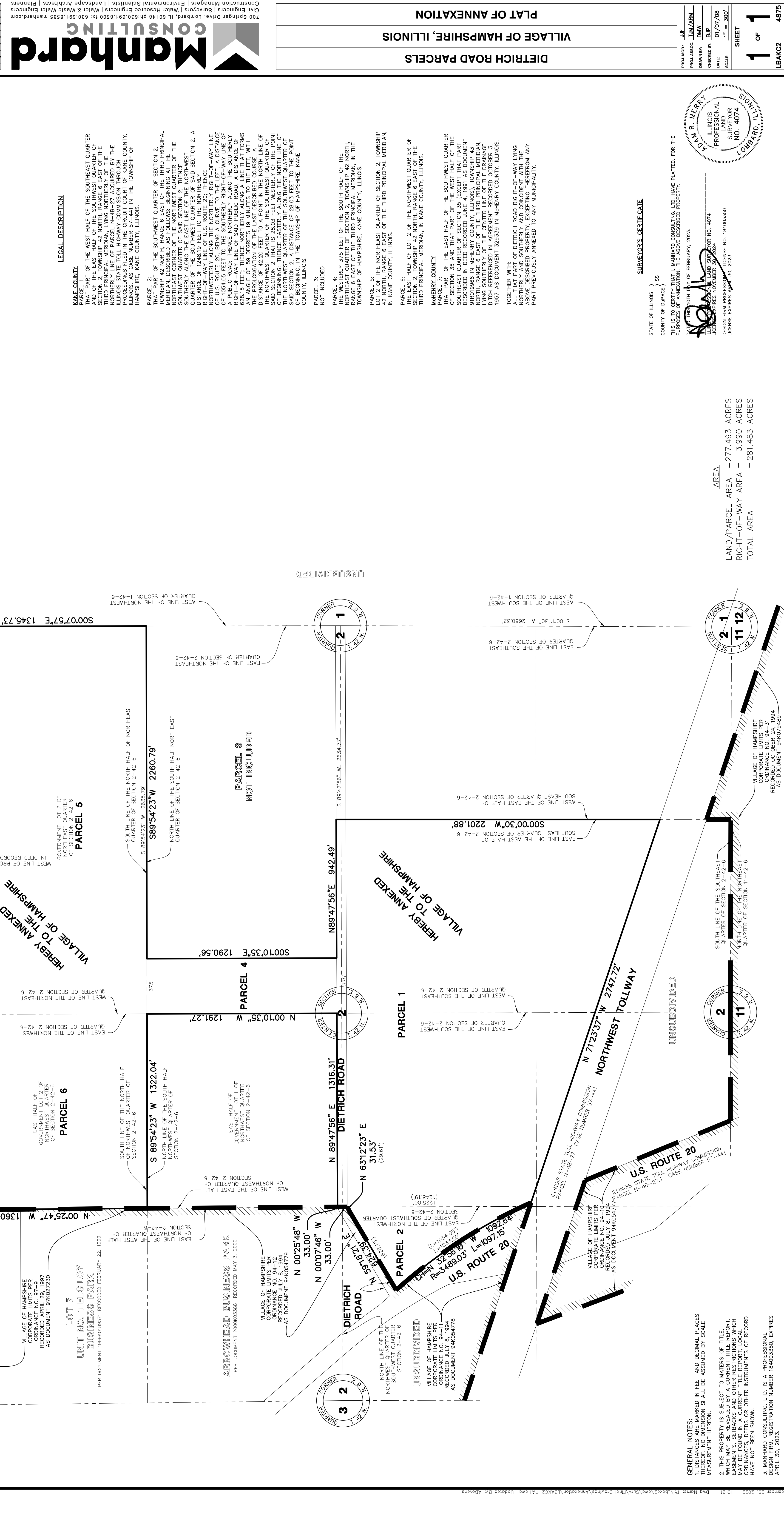
**STATE OF ILLINOIS } 35
COUNTY OF DUPAGE } 2**

THIS IS TO CERTIFY THAT I, MANHARD CONSULTING, LTD. HAVE PLATED, FOR THE PURPOSES OF ANNEXATION, THE ABOVE DESCRIBED PROPERTY.

DATED THE 10TH DAY OF FEBRUARY, 2023.

MANHARD CONSULTING, LTD.
ILLINOIS PROFESSIONAL SURVEYOR NO. 4074
DESIGN FIRM REGISTRATION NUMBER 184003350
APRIL 30, 2023

AREA
LAND/PARCEL AREA = 277.493 ACRES
RIGHT-OF-WAY AREA = 3.990 ACRES
TOTAL AREA = 281.483 ACRES



GENERAL NOTES:
1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
2. THIS PROPERTY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE REVEALED BY RECORD INSTRUMENTS OF RECORD HAVE NOT BEEN SHOWN.
3. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM. REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2023.

State of Illinois }
 } SS
County of Kane }
 LAKE

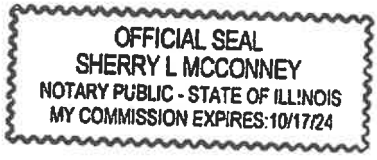
I, the undersigned, a Notary Public, in and for said County in the state aforesaid, do hereby certify that
Daniel B Light

_____pers
onally known to me to be the same person(s) whose names are subscribed in the foregoing instrument,
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of July, A.D., 2023

(Notary Stamp)

Sherry L McConney
NOTARY PUBLIC



* * * * *

FOR VILLAGE USE ONLY:

Received: 7-24-23
 Date

Leib Vasyl
Signature

SMRT



Village of Hampshire
234 S. State Street, Hampshire, IL 60140
Phone: 847-683-2181 • www.hampshireil.org

Zoning Review Application

Date: July 24, 2023

The Undersigned respectfully petitions the Village of Hampshire to review and consider granting the following approval(s) on the land herein described.
(check all that apply)

- Variance*
- Special Use Permit*
- Rezoning from E-1 District to O-M District (ex. M1 to M2)*
- Annexation
- Subdivision - Concept Plan Review
- Subdivision - Preliminary Plan Review
- Subdivision - Final Plan Review
- Other Site Plan: _____

*requires a 15-30 day public notice period

PART I. APPLICANT INFORMATION

APPLICANT (Please print or type)

Name: Light Real Estate by Daniel Light Email: lightfarms@aol.com
Address: 104 S. Wynstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

CONTACT PERSON (If different from Applicant)

Name: Ernie Piron Email: ernie@lbandersen.com
Address: 104 S. Wynstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

YES NO

If the Applicant is not the owner of the subject property, a written statement from the Owner authorizing the Applicant to file the Development Application must be attached to this application.

IS THE APPLICANT AND/OR OWNER A TRUSTEE/BENEFICIARY OF A LAND TRUST?

YES NO

If the Applicant and/or owner of the subject property is a Trustee of a land trust or

beneficiaries of a land trust, a Disclosure Statement identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto.

PART II. PROPERTY INFORMATION

Name of Development (if any): Small Property - Owner: MTB-1424; Chicago Title Land Trust
Address: 45W585 US Highway 20 Hampshire, IL. 60140
Parcel Number(s): 01-02-300-008, 01-02-300-017, 01-02-400-012
Total Area (acres): 112 Acres
Legal Description: must be attached to this application
Fire Protection District: Hampshire
School District: District 300
Library District: Ella Johnson Library
Park District: Hampshire
Township: Hampshire
Current Zoning District: PLD Kane County

Current Use:

Farm land - 0021, 01-02-300-017
Home site Dwelling - 0011, 01-02-300-008, 01-02-400-012
Vacant Land

Proposed Zoning/Variance/Use:

O-M, Logistics, Warehousing
Special use - See Attached
O-M - Proposed Zoning
Logistics, Warehousing - Proposed Land

Reason/Explanation for Zoning/Variance/Use:

Annexing to Village
Develop property for warehouse logistics use

PART III. REQUIRED DOCUMENTATION

From chart on next page

- Signed Development Application
- Signed Developer's Agreement (Attachment A)
- Deposit/Fee \$ 40,000.00
(see Village Ordinances and Requirements section)
- Proof of Ownership or Option
- Legal Description of Property - Plat of Survey
- List of property owners within 250 ft with parcel numbers (Attachment B)
(see Attachment C for an example notification letter)
- Concept Plan - see Subdivision Regulations for more information
- Preliminary Plan - see Subdivision Regulations for more information
- Final Plan - see Subdivision Regulations for more information
- Site Plan
- Landscape Plan: Preliminary or Final
- Architectural Elevations
- Petition for Annexation
- Plat of Annexation
- Soil & Water Conservation District Land Use Opinion - See Kane-DuPage SWCD webpage
- Other Special use request; see next page

Needed documentation may vary depending on the specific circumstances of the application. Therefore, staff may require additional documentation after initial review (e.g., fiscal impact study, endangered species report, wetland report etc.).

I, Daniel B. Light, hereby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.


Signature

7/24/23
Date



PHONE: (847) 381-9080

FAX: (847) 381-9089

104 S. WYNSTONE PARK DRIVE, NORTH BARRINGTON, IL 60010

Petitioner requests the following special uses:

1. Pursuant to the special use that provides as follows:

“Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses allowable in this section, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare, or heat.”

Petitioner requests as a special use the Village to specify that all storage of property including trailers shall not be required to be located in completely enclosed buildings or structures.

2. Building materials sales and storage.
3. Cartage and express facilities.
4. Electrical, lighting, and wiring equipment.
5. Food manufacture, packaging, and processing.
6. Ground mounted Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of this Code.
7. Planned developments.



SINCE 1921...SPECIALISTS IN SALE OF FARMS, ESTATES, AND VACANT LAND FOR INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL DEVELOPMENT

Standard Required Documentation

	Variance	Special Use Permit	Rezoning	Annexation	Concept Plan	Preliminary Plan	Final Plan	Other
Application	X	X	X	X	X	X	X	X
Deposit	X	X	X	X	X			X
Developer's Agreement	X	X	X	X	X			X
Proof of Ownership or Option	X	X	X	X		X		X
Legal Description - Plat of Survey	X	X	X	X		X		X
List of Property Owners	X*	X	X			X		
Architectural Elevations	X	X				X		
Petition for Annexation				X				
Plat of Annexation				X				
Site Plan	X	X	X	X		X		X
Landscape Plan		X				X	X	X
Conservation District Land Use Opinion	X*	X	X	X		X		
Concept Plan					X			
Preliminary Plan						X		
Final Plan							X	

*Not required for variances strictly for signage

**Attachment A - Developer's Agreement
Developer's Agreement with Respect to Development Fees and Deposits**

The undersigned Developer acknowledges that he/she/it has filed a ZONING REVIEW APPLICATION with the Village, requesting Annexation, OM Zoning & Speical uses and further, acknowledges that the Village Code requires that he/she reimburse the Village for all professional fees incurred for engineering, legal, consultant, and other outside services in regard to this application and all other matters related to the proposed development or zoning request. The Developer agrees to be bound by the terms of the Village Code in this regard.

The Developer also is required to, and hereby does, submit a fee or deposit, to be held by the Village to secure reimbursement of such funds as applicable, in accordance with the current schedule of fees and deposits required by the Village for the type of land use action requested. Said deposit shall be held as security for payment of fees and will be applied by the Village to payment of such fees upon default by Developer. Any balance remaining, after payment of all such fees, including reasonable attorney fees and court costs incurred by the Village in discussing, negotiating, or enforcing the terms of this Agreement, shall be returned to Developer. Any interest earned on funds on deposit shall accrue to the Village.

By:


Signature

7/24/23
Date

RECEIPT OF INITIAL FEE DEPOSIT ACKNOWLEDGED BY VILLAGE CLERK

Signature

Date

This form must be executed and accompany all Development Applications. No Application will be accepted or processed without this completed form.

**Attachment B - Affidavit of Notification
Affidavit of Notification to Neighboring Property Owners**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: Light Real Estate

Date: 7/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at 43W023 US Highway 20 Hampshire, IL 60140 and 43W023 US Highway 20 Hampshire, IL 60140 _____

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
<u>SEE ATTACHED</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attached additional sheets, if necessary.

By: Daniel B. Light
Name

Daniel B. Light
Signature

Attachment C - Example Notification Letter
DO NOT RETURN THIS TO THE VILLAGE -
FOR YOUR USE IN DRAFTING LETTERS

Every applicant for rezoning, special use, and/or variance, is required to notify neighboring property owners within two-hundred fifty feet (250') of the property for the proposed zoning relief. Applicants should provide the neighboring property owners with a brief description of the proposed project and a copy of the development plan to help neighboring property owners better understand what is being proposed in their neighborhood (On Applicant's Letterhead)

EXAMPLE OF NOTIFICATION / INFORMATION LETTER

Dear Neighbor:

(Applicant Name) has submitted an application to the Village of Hampshire for (type of application) to allow (describe project, use of land, number of units, etc.) on the property located at South of Dietrich Road/North of I-90. A copy of the site plan is enclosed for your information.

The Village of Hampshire is currently reviewing our application material, including the site plan. If you have any concerns or questions about the proposed development of the property, you are encouraged to call (contact for the Applicant) at (Contact's telephone number). You will also have an opportunity to comment about the proposed development at the Hampshire Planning and Zoning Commission meeting scheduled for (Date of Planning and Zoning Commission meeting) at 7:00 p.m.

Sincerely, (Applicant)



Village of Hampshire
 234 S. State Street, Hampshire IL 60140
 Phone: 847-683-2181 www.hampshireill.org

Petition for Annexation

Date: 7/24/23

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS

The undersigned petitioners,

Name	Address	E-Mail-Address
<u>Daniel B. Light</u>	<u>104 S. Wynstone Park Drive North Barrington, IL 60010</u>	<u>emie@bandersen.com</u>
_____	_____	_____
_____	_____	_____

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
<u>01-02-300-008</u>	_____	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>
<u>01-02-300-017</u>	_____	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>
<u>01-02-400-012</u>	_____	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By:

DANIEL B. LIGHT

Name



Signature

Name

Signature

Name

Signature

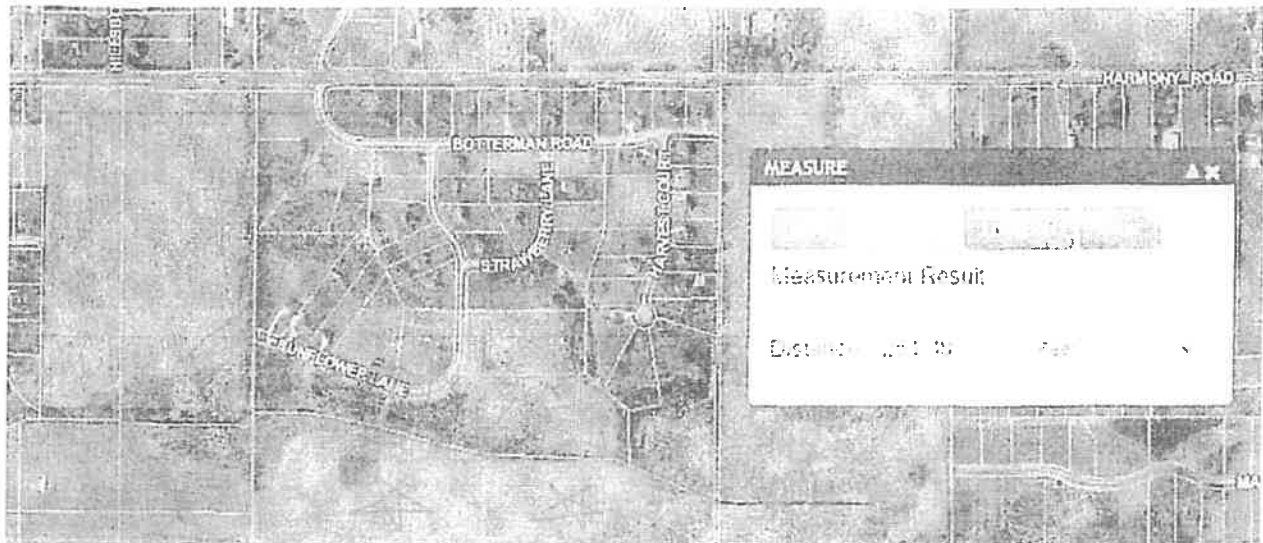
For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

Ernie Pirron

From: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>
Sent: Monday, January 23, 2023 5:02 PM
To: Ernie Pirron
Cc: Suerth, John @ Chicago Suburban
Subject: RE: LB Andersen Packet Review

Hi Ernie,

Please see attached, this is from McHenry County Gis.



The two that are very close to 250' but I don't think they are per the above given it looks like the 250' stops in the middle of Sunflower Ln.

Additional two we might want to notify just to be safe:

- 11903 Sunflower Ln, Huntley, IL 60142 | 17-35-327-011
 - John J Lynne C Kern
- 11911 Sunflower Ln, Huntley, IL 60142 | 17-35-327-012
 - Roland Nicole Fleck

Jimmy Kowalczyk
Vice President
CBRE | Advisory & Transaction Services
Industrial & Logistics
700 Commerce Dr, Suite 450 | Oak Brook, IL 60523
T +1 630 368 5548 | C +1 317 682 8511
jimmy.kowalczyk@cbre.com

Follow CBRE: [CBRE.com](https://www.cbre.com) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

Follow CBRE: [CBRE.com](#) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

From: Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Sent: Friday, December 30, 2022 12:36 PM
To: Ernie Pirron <ernie@lhandersen.com>
Cc: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>
Subject: FW: LB Andersen Packet Review

Ernie:
We'll have to identify/list the adjacent parcels for the 38 acre site!

John Suerth SIOR | Executive Vice President
CBRE | Advisory & Transaction Services
Industrial Logistics
700 Commerce Dr, Suite #450 | Oak Brook, IL 60523
T 847 706 4929 | F 847 706 4959
john.suerth@cbre.com | www.cbre.com/john.suerth

From: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>
Sent: Friday, December 30, 2022 12:35 PM
To: Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Subject: FW: LB Andersen Packet Review

Jimmy Kowalczyk
Vice President
CBRE | Advisory & Transaction Services
Industrial & Logistics
700 Commerce Dr, Suite 450 | Oak Brook, IL 60523
T +1 630 368 5548 | C +1 847 682 8511
jimmy.kowalczyk@cbre.com

Follow CBRE: [CBRE.com](#) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

From: Kowalczyk, Jimmy @ Chicago Suburban
Sent: Wednesday, October 12, 2022 4:57 PM
To: Ernie Pirron <ernie@lhandersen.com>; Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Subject: RE: LB Andersen Packet Review

Ernie,

Please see below for the lists of neighbors within 250' of both sites north of I-90.

Northern Parcels Neighbors (north of Dietrich)

KANE COUNTY PARCLES

- One Hawk Rd, Hampshire | 01-02-100-012



Chicago Title Land Trust Company

FOR A TRUSTEE'S DEED, PLEASE USE THE DIRECTION TO CONVEY FORM.

LETTER OF DIRECTION

DATE: July 24, 2023

NOTE: An extra copy of each document to be signed should be included for the Trustee.

TRUSTEE: You are hereby authorized and directed to execute the following described document(s) in your capacity as Trustee under your Trust No. HTB-1464 dated April 8, 2004

DESCRIPTION OF DOCUMENT(S):

Annexation Petition to Village of Hampshire consisting of 3 pages (attached)

Address of Property: The Shireland Property (SMRT Property)

Issue Letter to Pay Proceeds to: N/A

Will Be Picked Up By: Phone Number: 847-304-4848

OR

Mail To: Wade B. Light, 104 S. Wynstone Park Drive, N. Barrington, IL 60010

If the beneficial interest is assigned as collateral, the Collateral Assignee MUST authorize this Direction.

Name of Lender (please note successor information if applicable)

By:

Its: Title

Signature of Beneficiary/Power of Direction Holder

Signature of Beneficiary/Power of Direction Holder

Signature of Beneficiary/Power of Direction Holder

Signature of Beneficiary/Power of Direction Holder

State of Illinois)

SS

County of Lake)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel B. Light

is/are personally known to me to be the same person(s) whose name is subscribed to this instrument appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act.

Given under my hand and Notary Seal this 24th day of July, 2023.

Notary Public signature

Rev.12/2016





Village of Hampshire

234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 www.hampshireil.org

Petition for Annexation

Date: July 24, 2023

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS The undersigned petitioners,

Name	Address	E-Mail-Address
Chicago Title Land Trust Company as Successor Land Trust Under Trust Number HTB-1464	1701 Golf Road 1-102 Rolling Meadows, IL 60008	Gregory.Kasprzyk@ctt.com

Daniel B. Light	104 S. Wynstone Park Drive, N. Barrington, IL 60010	ernie@lbandersen.com
-----------------	--------------------------------------------------------	----------------------

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
None	_____	_____
_____	_____	_____

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed subject to mutually agreeable annexation agreement to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
01-02-300-008	_____	Hampshire	Hampshire	District 300
01-02-300-017	_____	Hampshire	Hampshire	District 300
01-02-400-012	_____	Hampshire	Hampshire	District 300

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

SEE ATTACHED

ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

Legal Description
Pag. 1 of 3.

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTHERLY 733.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL NUMBER N-4B-27, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27, ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDING FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL NUMBER N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST

CONTINUED ON NEXT PAGE

Legal Description
Page 2 of 3

QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,248.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 BEING ALONG A CURVE TO THE LEFT A DISTANCE OF 1,054.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES, TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

THE FOREGOING HISTORICAL RECORD LEGAL DESCRIPTIONS OF LAND INTENDING TO BE THE SAME AND BEING THE SAME AS THE LAND DESCRIBED IN PLATS OF SURVEY DATED MARCH 9, 2004, LAST REVISED APRIL 6, 2004, DESIGNATED AS JOB NUMBERS 040048 AND 040048-1, MADE BY WILLIAM J. VANDERSTAPPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2709, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 733.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP AND RANGE AFORESAID LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL N-4B-27, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27.1 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE

Legal Description
Page 3 of 3.

CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441 IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING ALONG A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

- No site address | 01-02-100-013
- Agree Convergence #1 LLC - Thornton LLC 2600 James Thornton Way, Louisville, KY 40245
- No site address | 01-02-100-004
- HPT TA Properties LLC - Travel Centers of America 24501 Center Ridge Rd, West Lake, OH 44145
- 19N430 US Route 20, Hampshire | 01-02-300-001

SMT

Southern Parcels Neighbors (south of Dietrich / North of I-90)

- No site address | 17-35-400-009
- Yelanda D TR Final
- 11812 Harvey Ct, Huntley | 17-35-451-007
- IL WI REALTY INC ET AL - MITCHELL 450 HIGH RD CARY, IL 60013
- 11804 Sunflower Ln, Huntley | 17-35-379-001
- Ted Maria Lemert - LEVART 8558 W WINNEMAC AVE CHICAGO, IL 60658
- Hammary Rd, Huntley | 17-35-300-016
- Sky Soaring LLC
- No site address | 17-35-300-014
- Sky Soaring LLC - 12020 Rt 20, Hampshire
- No site address | 17-35-300-009

MACHENRY COUNTY PARCELS

- Brier Hill Farm LLC - Joseph Hemmer - 464 Menominee Ln, Naperville
- No site address | 01-01-100-001
- Quandt, Walter D & Carol L, Quality KE Property Management PO Box 672, Hampshire
- Dietrich Rd | 01-01-100-002
- Watermann, Patricia L & David R, REVOC Trusts - 45W254 Dietrich Rd, Hampshire
- No site address | 01-02-200-005
- SMART, Michael R Dynasty TR, Trustees - 4N671 IL Route 59, Braidie
- No site address | 01-02-100-006
- JC Enterprises Properties LLC - 150 Arrowhead Dr
- Arrowhead Dr, Hampshire | 01-02-152-005
- JC Enterprises Properties LLC - 150 Arrowhead Dr
- Arrowhead Dr, Hampshire | 01-02-152-006
- Combined Metals of Chicago LLC - Robert Rolibied
- One Hawk Rd, Hampshire | 01-02-105-002
- Combined Metals of Chicago LLC - Robert Rolibied
- One Hawk Rd, Hampshire | 01-02-100-012

LUDWIG

Northern Parcels Neighbors (north of Dietrich)

Please see below for the list of neighbors within 250' of both sites north of I-90.

Ernie,

From:
Sent:
To:
Subject:

Kowalczyk, Jimmy @ Chicago Suburban <jimmy.kowalczyk@chrs.com>
Wednesday, October 12, 2022 4:57 PM
Ernie Firron, John @ Chicago Suburban
RE: LB Anderson Packet Review

Ernie Firron

- Agree Convenience #1 LLC – Thortons LLC 2600 James Thorton Way, Louisville, KY 40245
- No site address | 01-02-153-006
 - Ripple Creek Inv of Chicago LLC – PO Box 144, Lafox, IL 60147
- No site address | 01-02-100-006
 - SMRT, Michael R Dynasty TR, Trustee – 4N571 IL Route 59, Bartlett
- No site address | 01-02-200-005
 - Watermann, Patricia L & David R, REVOC Trusts – 45W254 Dietrich Rd, Hampshire
- 45W254 Dietrich Rd, Hampshire | 01-02-200-006
 - Dennis, Mark & Anna – Mark A & Anna A Dennis – 45W254 Dietrich Rd, Hampshire
- 45W169 Dietrich Dr, Hampshire | 01-02-400-010
 - Bakke, Roger & Sharon – 45W169 Dietrich Rd, Hampshire
- No site address | 01-02-400-005
 - WHEELING TRUST & SAVINGS BANK, TRUSTEE, TRUST: TR # CT40076341 CHICAGO TITLE LAND TRUST COMPANY 10 S LASALLE ST STE 2750 CHICAGO, IL, 60603-1108

Jimmy Kowalczyk
 Vice President
 CBRE | Advisory & Transaction Services
 Industrial & Logistics
 700 Commerce Dr, Suite 450 | Oak Brook, IL 60523
 T +1 630 368 5548 | C +1 847 682 8511
jimmy.kowalczyk@cbre.com

Follow CBRE: [CBRE.com](https://www.cbre.com) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

From: Ernie Pirron <ernie@lbandersen.com>
Sent: Wednesday, October 12, 2022 8:13 AM
To: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>; Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Subject: FW: LB Andersen Packet Review



Good Morning,
 Please review the attached and note 2 below, this is found on Page 11 of each packet. I will need you to help me find this information for both properties. We will handle items 1 & 3 from below.

Thanks.

Ernie Pirron
 LB Andersen
 104 S. Wynstone Park Drive
 N. Barrington, IL. 60010
 Phone: 847-381-9080
 Mobile: 847-514-0428

Rate 2020	Rate 2021	Taxable Market	Rate 2021	Tax 2021	Parcel Number	01-02-300-008	NA	
0.00000	0.00000	0.00000	0.00000	0.00000	Late Payment Schedule Jun 2 Thru Oct 1 to 09/04/22 Jul 2 Thru Aug 1 to 09/05/22 Aug 2 Thru Sep 1 to 09/06/22 Sep 2 Thru Oct 1 to 09/07/22 Oct 2 Thru Oct 31 to 09/08/22 Payments go to after Oct. 3, 2021: Please see instructions, on reverse side, for LATE PAYMENTS		NA	
0.00000	0.00000	0.00000	0.00000	0.00000			NET GROSS VALUE	297,027.00
0.00000	0.00000	0.00000	0.00000	0.00000			LAND VALUE	80,100.00
0.00000	0.00000	0.00000	0.00000	0.00000			+ BUILDING VALUE	0.00
0.00000	0.00000	0.00000	0.00000	0.00000			- HOME IMPROVEMENT	0.00
0.00000	0.00000	0.00000	0.00000	0.00000			+ ADDED VALUE	0.00
0.00000	0.00000	0.00000	0.00000	0.00000			NET GROSS VALUE	80,100.00
0.00000	0.00000	0.00000	0.00000	0.00000			+ EXCLUDED VALUE	1,000.00
0.00000	0.00000	0.00000	0.00000	0.00000			- HOMEOWNERS EXEMPTION	0.00
0.00000	0.00000	0.00000	0.00000	0.00000			- SENIOR EXEMPTION	0.00
0.00000	0.00000	0.00000	0.00000	0.00000			- OTHER EXEMPTION	0.00
0.00000	0.00000	0.00000	0.00000	0.00000			+ HOURS	1,222.00
0.00000	0.00000	0.00000	0.00000	0.00000			+ HOURS VALUE	1,331.00
0.00000	0.00000	0.00000	0.00000	0.00000			NET GROSS VALUE	81,431.00
0.00000	0.00000	0.00000	0.00000	0.00000			MARKETS	7,000.00
0.00000	0.00000	0.00000	0.00000	0.00000			+ CURRENT TAX	27,737.40
0.00000	0.00000	0.00000	0.00000	0.00000			+ NET AD VALORUM TAX	0.00
0.00000	0.00000	0.00000	0.00000	0.00000			+ STATE TAX/FEES/AMT	0.00
0.00000	0.00000	0.00000	0.00000	0.00000			- OTHER FEES/AMT	0.00
0.00000	0.00000	0.00000	0.00000	0.00000			= TOTAL TAX DUE	27,737.40
0.00000	0.00000	0.00000	0.00000	0.00000	2021 Kane County Real Estate Tax Bill Michael J. Kilbourne, MBA 719 S. Batavia Avenue, Bldg. A Geneva, IL 60134			
TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	Total Due Due By 08/01/22		Total Due Due By 08/01/22	

 **TICOR TITLE INSURANCE**

Policy of Title Insurance

**American Land
Title Association
Owner's Policy
(10-17-92)**

**SUBJECT TO THE EXCLUSIONS FROM
COVERAGE, THE EXCEPTIONS FROM
COVERAGE CONTAINED IN SCHEDULE B
AND THE CONDITIONS AND STIPULA-
TIONS, TICOR TITLE INSURANCE COM-
PANY, a California corporation, herein called
the Company, insures, as of Date of Policy
shown in Schedule A, against loss or damage,
not exceeding the amount of insurance stated
in Schedule A, sustained or incurred by the
insured by reason of:**

1. Title to the estate or interest described in
Schedule A being vested other than as
stated therein;

2. Any defect in or lien or encumbrance on the
title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the
land.

The Company will also pay the costs,
attorneys' fees and expenses incurred in
defense of the title, as insured, but only to the
extent provided in the Conditions and
Stipulations.

This policy shall not be valid or binding until
countersigned below by an authorized signa-
tory of the Company.

Issued by:
TICOR TITLE INSURANCE COMPANY
100 S. MAIN STREET, SUITE 100
CRYSTAL LAKE, IL 60014
(815) 356-3500

TICOR TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary



Authorized Signatory

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A

AMOUNT OF INSURANCE: \$5,357,259.50

DATE OF POLICY: APRIL 8, 2004

1. NAME OF INSURED:

HARRIS TRUST AND SAVINGS BANK OF BARRINGTON AS TRUSTEE UNDER PROVISION OF TRUST AGREEMENT DATED APRIL 8, 2004 AND KNOWN AS TRUST NO. HFB-1464

2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FREE SIMPLE, UNLESS OTHERWISE NOTED.

**3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
THE INSURED.**

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

NONE

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

ENCLOS

HAT 04/09/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTHERLY 739.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL NUMBER N-4B-27, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27, ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDING FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL NUMBER N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CLASR

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A (CONTINUED)

QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,248.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 BEING ALONG A CURVE TO THE LEFT A DISTANCE OF 1,054.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES, TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

THE FOREGOING HISTORICAL RECORD LEGAL DESCRIPTIONS OF LAND INTENDING TO BE THE SAME AND BEING THE SAME AS THE LAND DESCRIBED IN PLATS OF SURVEY DATED MARCH 9, 2004, LAST REVISED APRIL 6, 2004, DESIGNATED AS JOB NUMBERS 040048 AND 040049-1, MADE BY WILLIAM J. VANDERSTAPPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2709, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 733.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP AND RANGE AFORESAID LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL N-4B-37, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27.1 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS AS CASE NUMBER 87-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

ENCLOSURE

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A (CONTINUED)

**CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER-57-441 IN THE TOWNSHIP OF
HAMPSHIRE, KANE COUNTY, ILLINOIS.**

**ALSO, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6
EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2;
THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SAID SECTION 2 A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY
LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF
U.S. ROUTE 20, BEING ALONG A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE
SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY
RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY
ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE
PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE
NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT
IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH
LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE
OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY,
ILLINOIS.**

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPCLAS2

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE B

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.**
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.**
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.**
- (4) ANY LIENS, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.**
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.**

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

- A 1. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-03-476-020 (AFFECTS THAT PART OF PARCEL ONE IN SECTION THREE)

- B 2. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-02-400-012 (AFFECTS PART OF PARCEL TWO)

- C 3. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-02-300-008 (AFFECTS PART OF PARCEL TWO)

- D 4. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-02-300-017 (AFFECTS PARCELS THREE AND FOUR)

CPCL823

NEXT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE B

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

- 5. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**
PERMANENT INDEX NUMBER(S): 01-02-300-011 (AFFECTS PART OF PARCEL ONE IN SECTION TWO)
- 6. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**
PERMANENT INDEX NUMBER(S): 01-02-300-012 (AFFECTS PART OF PARCEL ONE IN SECTION TWO)
NOTE: 2002 TAXES IN THE AMOUNT OF \$74.22 HAVE BEEN PAID.
- 7. GRANT MADE BY HUGENE COON TO ILLINOIS NORTHERN UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, DATED AUGUST 30, 1937 AND RECORDED DECEMBER 15, 1937 AS DOCUMENT 417313 UPON AND OVER THE SOUTH AND EAST SIDES OF THE HIGHWAYS ALONG THE NORTH AND WEST SIDE OF GRANTORS PROPERTY IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 AND THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2 AND ON THE NORTH SIDE OF THE HIGHWAY ALONG THE SOUTH SIDE IN THE SOUTHWEST 1/4 OF SECTION 2 AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3 HEREAFTER DESCRIBED.**
(AFFECTS PARCELS ONE AND TWO)
- 8. LIENS WHICH MAY HAVE BEEN CREATED BY UNRECORDED ORDINANCES ESTABLISHING A SPECIAL DRAINAGE AREA, IF ANY.**
- 9. EASEMENT GRANTED BY GRAND PREMIER TRUST COMPANY T/U/T/A DATED OCTOBER 23, 1986 TRUST NUMBER 78-166, GRANTOR, IN FAVOR OF NICOR GAS COMPANY, NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 2000-026711, AFFECTING THE THERETIN DESCRIBED LAND.**
(AFFECTS THE NORTH HALF OF HIGGINS ROAD LYING SOUTHERLY AND ADJOINING PARCEL ONE)
- 10. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.**
- 11. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.**
- 12. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY**

CPCLDR

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE B

**EXCEPTIONS FROM COVERAGE--
(CONTINUED)**

CROSS THE PREMISES.

- AC 13. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND.**
- AD 14. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.**

*****END*****

CGLESB

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
POLICY SIGNATURE PAGE**

ORDER NO.: 2000 000059429 KA

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

TICOR TITLE INSURANCE COMPANY

BY 
AUTHORIZED SIGNATORY

POL12070

HRF 04/08/04 16:06:00

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 2000 000059429 KA**

ISSUED BY

TICOR TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 4

**GENERAL EXCEPTION NUMBERS 1, 4 AND 5 OF SCHEDULE B OF THIS POLICY ARE HEREBY
DELETED.**

**THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.**

**END
MAT**

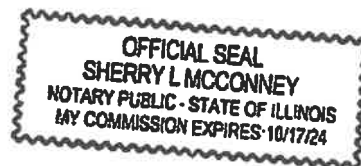
DISCLOSURE STATEMENT

Beneficiaries for Chicago Trust a/k/a Harris Trust 1464 dated April 8, 2004, for the property known as the SMRT Property are listed below:

L.B Andersen and Co., Inc.	18%
Light Real Estate LLC	74.75%
WS Trust	3.75%
Light Trust	3.5%

Subscribed and Sworn before me
this 19th day of April, 2023.


Notary Public



State of Illinois)
) SS
County of ~~Kane~~)
 Lake

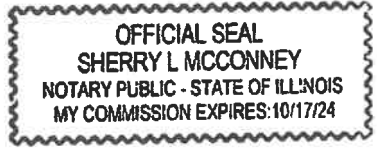
I, the undersigned, a Notary Public, in and for said County in the state aforesaid, do hereby certify that
Daniel B Light

_____pers
onally known to me to be the same person(s) whose names are subscribed in the foregoing instrument,
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of July, A.D., 2023

(Notary Stamp)

Sherry L McConney
NOTARY PUBLIC



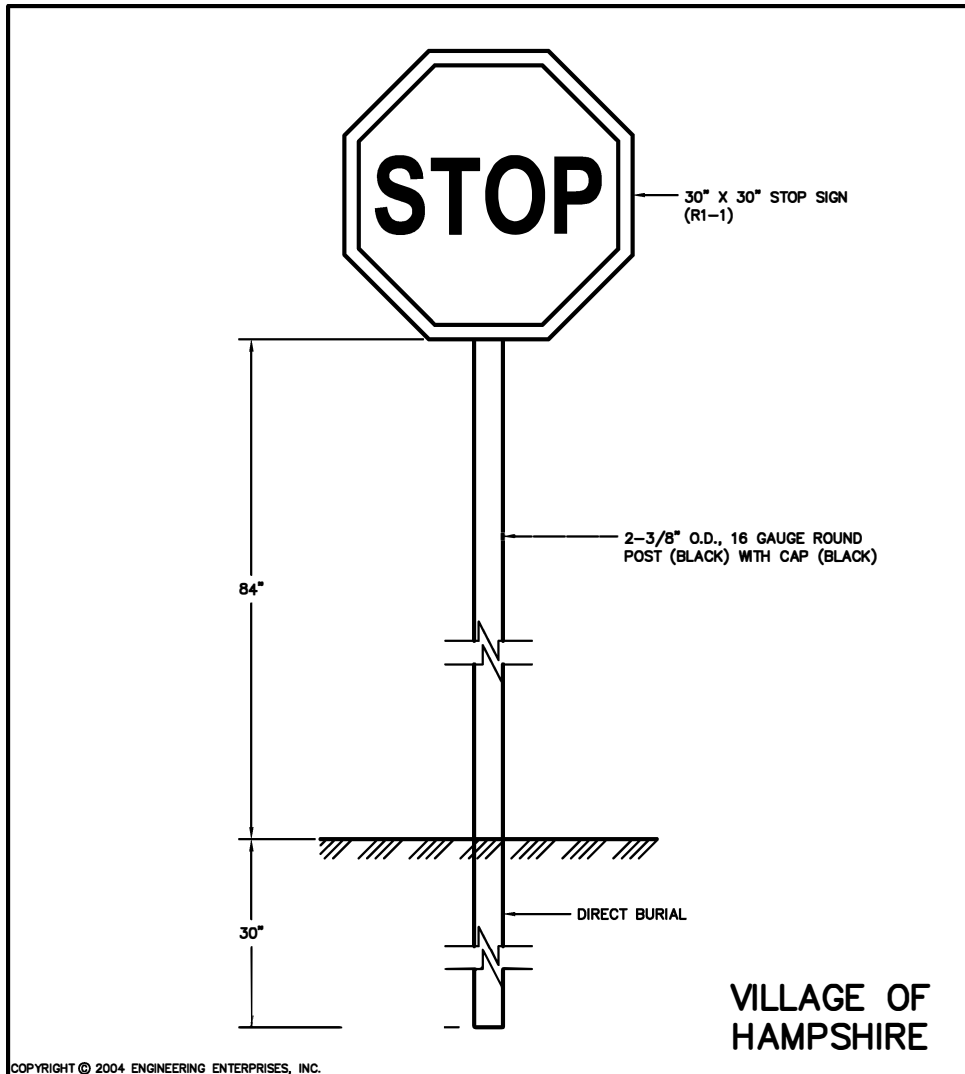
* * * * *

FOR VILLAGE USE ONLY:

Received: 7-24-23
Date

Lenik Vasquez
Signature

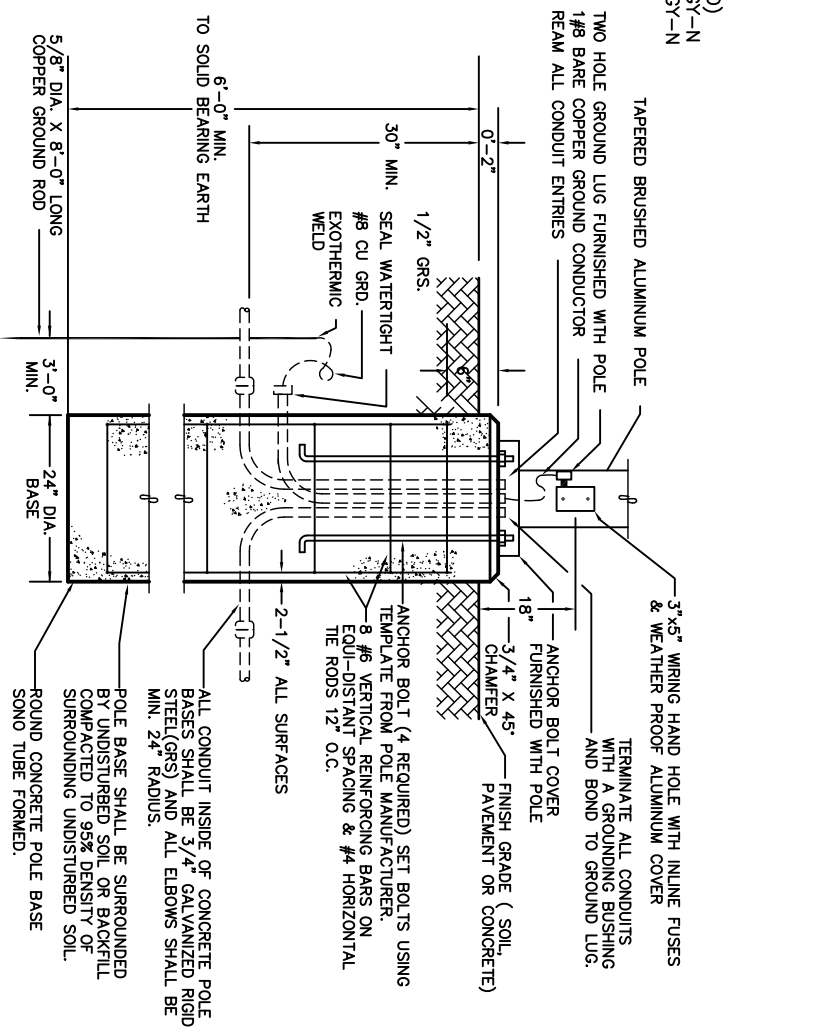
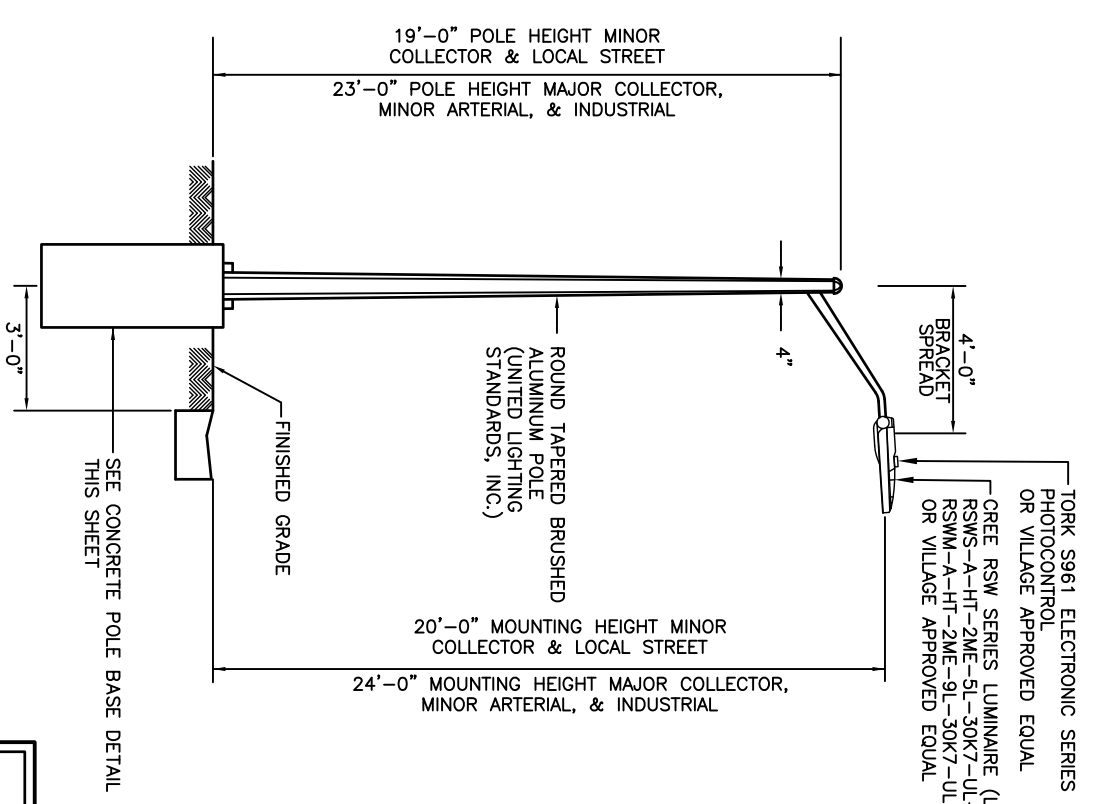
Group Exhibit C



COPYRIGHT © 2004 ENGINEERING ENTERPRISES, INC.

STOP SIGN DETAIL		<small>SHEET 1 OF 1</small>	
ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Sugar Grove, IL 60554 630/466-9350 phone - 630/466-9380 fax	<small>SCALE:</small> N. T. S.	<small>DRAWING NUMBER:</small> HA002	<small>DRAWN BY:</small> KKP
	<small>DATE:</small> 5/18/04	<small>REVISED:</small>	

H:\Details\HA-Hampshire\HA002.dwg, Model, 3/15/2005 4:13:08 PM, Inolan



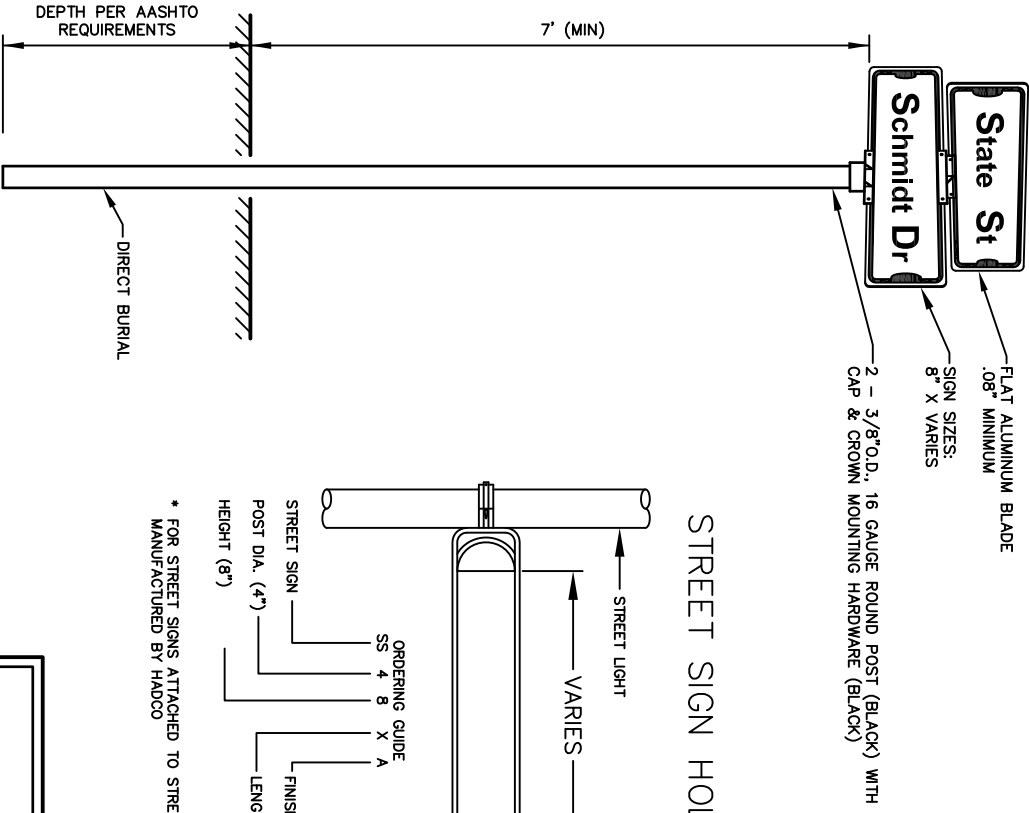
CONCRETE POLE BASE DETAIL
N.T.S.

TYPICAL STREET LIGHT DETAIL

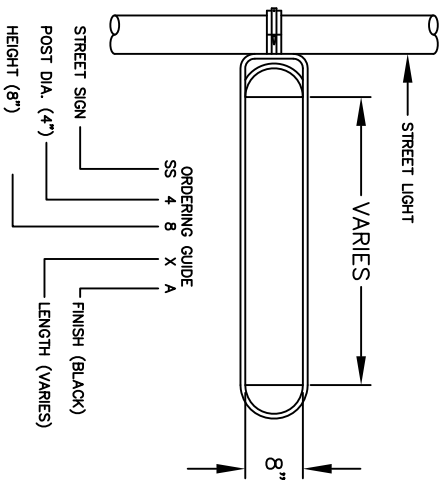
<p>Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 Phone: (630) 466-9350</p>		<p>SCALE: N.T.S.</p>	<p>FOLDER: HA-LT</p>	<p>DRAWING NUMBER: LI-01</p>	<p>DRAWN BY: KKP</p>
		<p>DATE: 8/24/04</p>			<p>REVISED: 9/26/18</p>

VILLAGE OF HAMPSHIRE

COPYRIGHT © 2018 ENGINEERING ENTERPRISES, INC.



STREET SIGN HOLDER*



* FOR STREET SIGNS ATTACHED TO STREET LIGHTS MANUFACTURED BY HADCO

- SIGN**
- DOUBLE SIDED
 - BACKGROUND COLOR = WHITE
 - LEGEND COLOR = BLACK
 - SHEETING = DIAMOND GRADE RETROREFLECTIVE SHEETING PER ASTM D-4956-04
- LEGEND**
- NO PUNCTUATION
 - LETTERING SHALL BE COMPOSED OF A COMBINATION OF LOWER-CASE LETTERING (4.5") WITH INITIAL UPPER-CASE LETTERS (6").
 - SUPPLEMENTARY LETTERING TO INDICATE THE TYPE OF STREET (STREET, AVENUE, ROAD, ETC.) OR DIRECTION (NORTH, EAST, ETC.) SHALL BE ABBREVIATED.
 - CORNERS OF THE SIGN AND BORDER SHALL BE ROUNDED AND CONCENTRIC.
 - STYLE OF BORDER SHALL BE AS SHOWN.

- LOCATION**
- IN RESIDENTIAL AREAS, AT LEAST ONE STREET NAME SIGN SHALL BE PLACED AT ALL INTERSECTIONS.
 - IN BUSINESS/COMMERCIAL AREAS AND ON PRINCIPAL ARTERIALS, STREET NAME SIGNS SHALL BE PLACED ON DIAGONALLY OPPOSITE CORNERS.
 - SIGNS SHOULD BE INDIVIDUALLY INSTALLED ON SEPARATE POSTS; HOWEVER, STREET NAME SIGNS CAN BE POSTED WITH A STOP OR YIELD SIGN.
 - WHERE APPLICABLE, SIGNS SHALL BE MOUNTED ON EXISTING LIGHTING SUPPORTS USING THE SPECIFIED SIGN HOLDER.
 - CLEARANCE FROM THE BOTTOM OF THE SIGN TO THE TOP OF CURB, SIDEWALK, OR TRAVELLED WAY SHALL BE A MINIMUM OF 7'.
- ALL SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- ALL SIGNS, MOUNTING HARDWARE AND LOCATIONS SHALL BE APPROVED BY THE VILLAGE PRIOR TO INSTALLATION.

VILLAGE OF HAMPSHIRE

TYPICAL STREET name SIGN DETAIL

Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 Phone: (630) 466-9350

SCALE:	N.T.S.
DATE:	5/18/04

FOLDER:	HA-SI
---------	-------

DRAWING NUMBER:	SI-02
-----------------	-------

DRAWN BY:	KKP
REVISED:	1/20/10

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
*(Light Properties - land located north of I-90 in Kane County, Illinois)***

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2023

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
_____ day of _____, 2023

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
*(Light Properties - land located north of I-90 in Kane County, Illinois)***

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, there exists certain unincorporated real property located north of I-90 in Kane County and commonly known as the Light property (the “Property”) and the owner of record or an assignee (the “Owner”) anticipates developing and using the Property as a logistics center, warehouse, storage facility and/or distribution center with accessory uses, such as offices; and

WHEREAS, the Corporate Authorities have or will consider an ordinance annexing the Property, or a portion thereof, into the Village; and

WHEREAS, pursuant to Section 6-5-4 of the Municipal Code of Hampshire of 1985 (the “Village Code”), upon annexation property is automatically classified as part of and within the E-1 Estate District (“E-1 District”), and is subject to all of the conditions and regulations applicable to properties in the E-1 District; and

WHEREAS, the Owner and/or an authorized designee, with the Owner’s consent, submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference, requesting that the Village

rezone the Property from an E-1 District to the O-M Office and Restricted Manufacturing district (the “Zoning Relief”); and

WHEREAS, pursuant to Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14), the regulations imposed and the districts created under the zoning authority of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, *et seq.*) may be amended from time to time by ordinance; and

WHEREAS, Chapter 6 of the Village Code is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”), and sets forth the land use regulations for the Village; and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the planning and zoning commission (the “PZC”) to propose or consider amendments to the text of the Zoning Ordinance and rezoning classifications; and

WHEREAS, after all required notices were given and posted, the PZC held a public hearing (the “Hearing”) regarding the Zoning Relief; and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited and the public was afforded opportunities to be heard regarding the Petition and the proposed Zoning Relief; and

WHEREAS, based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended to the Corporate Authorities that the Zoning Relief be approved (the “Findings”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have duly considered the Petition and the recommendations of the PZC in connection with the requested Zoning Relief; and

WHEREAS, based on the foregoing, including the Findings, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Zoning Relief;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. The Corporate Authorities considered: (a) the existing uses of property within the general area of the Property; (b) the zoning classification of property within the general area of the Property; (c) the suitability of the Property to the uses permitted under the existing zoning classification; (d) the trend of development, if any, in the general area of the Property, including changes, if any, which have taken place in its present zoning classification; and (e) the objectives of the current land use plan. After thoughtful consideration, the Corporate Authorities hereby accept the PZC's Findings and, based thereon and on other testimony and evidence, including the fact that the Property is located next to main roadways and the Owner is willing to reimburse the Village for certain studies based on the end users of the Property, the Corporate Authorities hereby find and determine that the Zoning Relief should be granted to the Property. Based on the foregoing and the Findings of Fact, the Corporate Authorities hereby authorize, approve and grant the Zoning Relief, as set forth in the Findings. Upon annexation of the Property to the Village, the Official Zoning Map of the Village (the "Zoning Map") is hereby amended so that the Property is classified as part of the O-M Office and Restricted Manufacturing district. The

employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this Ordinance. The Village Clerk (or Deputy Village Clerk) is directed to amend the Zoning Map of so that the Zoning Relief is accurately reflected on the Zoning Map.

SECTION 3. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the Zoning Relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

SECTION 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 9. This Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2023.

AYES:

NAYS:

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Linda Vasquez, Village Clerk
By: _____
Deputy Village Clerk

EXHIBIT A
(Findings)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE (OR DEPUTY CLERK’S CERTIFICATE)

I, _____, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(*Light Properties - land located north of I-90 in Kane County, Illinois*)**

I certify that on _____, 2023, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2023.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2023 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2023.

Linda Vasquez, Village Clerk
By _____, Deputy Clerk
Village of Hampshire

(Seal)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE DENYING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY,
ILLINOIS**
(Light Properties - land located north of I-90 in Kane County, Illinois)

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2023

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
___ day of _____, 2023

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE DENYING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY,
ILLINOIS**

(Light Properties - land located north of I-90 in Kane County, Illinois)

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, there exists certain unincorporated real property located north of I-90 in Kane County and commonly known as the Light property (the “Property”) and the owner of record or an assignee (the “Owner”) anticipates developing and using the Property as a logistics center, warehouse, storage facility and/or distribution center with accessory uses, such as offices; and

WHEREAS, the Corporate Authorities have or will consider an ordinance annexing the Property, or a portion thereof, into the Village; and

WHEREAS, Chapter 6 of the Municipal Code of Hampshire of 1985 (the “Village Code”) is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”), and sets forth the land use regulations for the Village; and

WHEREAS, Section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1.1) authorizes the Corporate Authorities to provide for special uses; and

WHEREAS, in connection with the potential annexation of the Property, the Owner and/or an authorized designee, with the Owner’s consent, submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference, requesting land use relief for uses allowed or permitted in the O-M Office and Restricted Manufacturing District (the “O-M District”); and

WHEREAS, the Petition more specifically requested that if the Property annexed and rezoned to the O-M District: (1) the Village will specify that all storage of property, including trailers, should not be required to be located in completely enclosed buildings or structures and that other manufacturing, processing and storage uses determined by the planning and zoning commission (the “PZC”) to be of the same general character as the uses permitted in Section 6-9-5 of the Zoning Ordinance, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare, or heat; (2) a special use permit for building materials sales and storage; (3) a special use permit for cartage and express facilities; (4) a special use permit for electrical, lighting and wiring equipment; (5) a special use permit for food manufacture, packaging and processing; (6) a special use permit for ground mounted Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of the Village Code; and (7) a special use permit for planned developments (collectively, the “Zoning Relief”); and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the PZC to submit reports of findings and recommendations to the Village Board for special uses; and

WHEREAS, after all required notices were given and posted, the PZC held a public hearing (the “Hearing”) regarding the Zoning Relief; and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited and the public was afforded opportunities to be heard regarding the Petition and the proposed Zoning Relief; and

WHEREAS, based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended to the Corporate Authorities that the Zoning Relief be denied (the “Findings”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have duly considered the Petition and the recommendations of the PZC in connection with the requested Zoning Relief; and

WHEREAS, pursuant to the Zoning Ordinance, the Village Board may grant or deny, by ordinance or resolution, any application for special use, and may establish such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use, as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein; and

WHEREAS, the Corporate Authorities find that the PZC was not presented with adequate evidence to make the findings required by Section 6-14-3 of the Zoning Ordinance and, therefore, agrees with the PZC that the Owner failed to provide evidence that the Zoning Relief is necessary for the protection of the public interest; and

WHEREAS, after review of the Petition and related evidence, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to deny the Zoning Relief;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. After thoughtful consideration, the Corporate Authorities hereby approve the PZC's Findings and, based on the Petition and other testimony and evidence, hereby find that the Owner failed to provide adequate evidence to show that the Zoning Relief was necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in the Zoning Ordinance. Based on the foregoing, the Zoning Relief is denied. The employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this Ordinance.

SECTION 3. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the Zoning Relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

SECTION 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 9. This Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2023.

AYES:

NAYS:

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Linda Vasquez, Village Clerk
By: _____
Deputy Village Clerk

EXHIBIT A
(Findings)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE (OR DEPUTY CLERK’S CERTIFICATE)

I, _____, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE DENYING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY,
ILLINOIS**

(Light Properties - land located north of I-90 in Kane County, Illinois)

I certify that on _____, 2023, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2023.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2023 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2023.

Linda Vasquez, Village Clerk
By _____, Deputy Clerk
Village of Hampshire

(Seal)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**
*(Light Properties - land located northeast of US Highway 20 in Kane and McHenry Counties,
Illinois)*

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2023

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
____ day of _____, 2023

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(*Light Properties - land located northeast of US Highway 20 in Kane and McHenry Counties,
Illinois*)**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, there exists certain unincorporated real property located northeast of US Highway 20 in Kane and McHenry Counties and commonly known as the Light property (the “Property”) and the owner of record or an assignee (the “Owner”) anticipates developing and using the Property as a logistics center, warehouse, storage facility and/or distribution center with accessory uses, such as offices; and

WHEREAS, the Corporate Authorities have or will consider an ordinance annexing the Property, or a portion thereof, into the Village; and

WHEREAS, pursuant to Section 6-5-4 of the Municipal Code of Hampshire of 1985 (the “Village Code”), upon annexation property is automatically classified as part of and within the E-1 Estate District (“E-1 District”), and is subject to all of the conditions and regulations applicable to properties in the E-1 District; and

WHEREAS, the Owner and/or an authorized designee, with the Owner’s consent, submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference, requesting that the Village rezone the Property from an E-1 District to the O-M Office and Restricted Manufacturing district (the “Zoning Relief”); and

WHEREAS, pursuant to Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14), the regulations imposed and the districts created under the zoning authority of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, *et seq.*) may be amended from time to time by ordinance; and

WHEREAS, Chapter 6 of the Village Code is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”), and sets forth the land use regulations for the Village; and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the planning and zoning commission (the “PZC”) to propose or consider amendments to the text of the Zoning Ordinance and rezoning classifications; and

WHEREAS, after all required notices were given and posted, the PZC held a public hearing (the “Hearing”) regarding the Zoning Relief; and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited and the public was afforded opportunities to be heard regarding the Petition and the proposed Zoning Relief; and

WHEREAS, based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended to the Corporate Authorities that the Zoning Relief be approved (the “Findings”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have duly considered the Petition and the recommendations of the PZC in connection with the requested Zoning Relief; and

WHEREAS, based on the foregoing, including the Findings, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Zoning Relief;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. The Corporate Authorities considered: (a) the existing uses of property within the general area of the Property; (b) the zoning classification of property within the general area of the Property; (c) the suitability of the Property to the uses permitted under the existing zoning classification; (d) the trend of development, if any, in the general area of the Property, including changes, if any, which have taken place in its present zoning classification; and (e) the objectives of the current land use plan. After thoughtful consideration, the Corporate Authorities hereby accept the PZC's Findings and, based thereon and on other testimony and evidence, including the fact that the Property is located next to main roadways and the Owner is willing to reimburse the Village for certain studies based on the end users of the Property, the Corporate Authorities hereby find and determine that the Zoning Relief should be granted to the Property. Based on the foregoing and the Findings of Fact, the Corporate Authorities hereby authorize, approve and grant the Zoning Relief, as set forth in the Findings. Upon annexation of the Property

to the Village, the Official Zoning Map of the Village (the “Zoning Map”) is hereby amended so that the Property is classified as part of the O-M Office and Restricted Manufacturing district. The employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this Ordinance. The Village Clerk (or Deputy Village Clerk) is directed to amend the Zoning Map of so that the Zoning Relief is accurately reflected on the Zoning Map.

SECTION 3. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the Zoning Relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

SECTION 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 9. This Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2023.

AYES:

NAYS:

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Linda Vasquez, Village Clerk
By: _____
Deputy Village Clerk

EXHIBIT A
(Findings)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE (OR DEPUTY CLERK’S CERTIFICATE)

I, _____, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
(*Light Properties - land located northeast of US Highway 20 in Kane and McHenry Counties,
Illinois*)**

I certify that on _____, 2023, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2023.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2023 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2023.

Linda Vasquez, Village Clerk
By _____, Deputy Clerk
Village of Hampshire

(Seal)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE DENYING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY,
ILLINOIS**

*(Light Properties - land located northeast of US Highway 20 in Kane and McHenry Counties,
Illinois)*

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2023

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
____ day of _____, 2023

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE DENYING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY,
ILLINOIS**

*(Light Properties - land located northeast of US Highway 20 in Kane and McHenry Counties,
Illinois)*

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, there exists certain unincorporated real property located northeast of US Highway 20 in Kane and McHenry Counties and commonly known as the Light property (the “Property”) and the owner of record or an assignee (the “Owner”) anticipates developing and using the Property as a logistics center, warehouse, storage facility and/or distribution center with accessory uses, such as offices; and

WHEREAS, the Corporate Authorities have or will consider an ordinance annexing the Property, or a portion thereof, into the Village; and

WHEREAS, Chapter 6 of the Municipal Code of Hampshire of 1985 (the “Village Code”) is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”), and sets forth the land use regulations for the Village; and

WHEREAS, Section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1.1) authorizes the Corporate Authorities to provide for special uses; and

WHEREAS, in connection with the potential annexation of the Property, the Owner and/or an authorized designee, with the Owner's consent, submitted an application to the Village that included exhibits containing plans and specifications for the Property (the "Petition"), incorporated herein by reference, requesting land use relief for uses allowed or permitted in the O-M Office and Restricted Manufacturing District (the "O-M District"); and

WHEREAS, the Petition more specifically requested that if the Property annexed and rezoned to the O-M District: (1) the Village will specify that all storage of property, including trailers, should not be required to be located in completely enclosed buildings or structures and that other manufacturing, processing and storage uses determined by the planning and zoning commission (the "PZC") to be of the same general character as the uses permitted in Section 6-9-5 of the Zoning Ordinance, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare, or heat; (2) a special use permit for building materials sales and storage; (3) a special use permit for cartage and express facilities; (4) a special use permit for electrical, lighting and wiring equipment; (5) a special use permit for food manufacture, packaging and processing; (6) a special use permit for ground mounted Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of the Village Code; and (7) a special use permit for planned developments (collectively, the "Zoning Relief"); and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the PZC to submit reports of findings and recommendations to the Village Board for special uses; and

WHEREAS, after all required notices were given and posted, the PZC held a public hearing (the "Hearing") regarding the Zoning Relief; and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited and the public was afforded opportunities to be heard regarding the Petition and the proposed Zoning Relief; and

WHEREAS, based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended to the Corporate Authorities that the Zoning Relief be denied (the “Findings”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have duly considered the Petition and the recommendations of the PZC in connection with the requested Zoning Relief; and

WHEREAS, pursuant to the Zoning Ordinance, the Village Board may grant or deny, by ordinance or resolution, any application for special use, and may establish such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use, as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein; and

WHEREAS, the Corporate Authorities find that the PZC was not presented with adequate evidence to make the findings required by Section 6-14-3 of the Zoning Ordinance and, therefore, agrees with the PZC that the Owner failed to provide evidence that the Zoning Relief is necessary for the protection of the public interest; and

WHEREAS, after review of the Petition and related evidence, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to deny the Zoning Relief;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. After thoughtful consideration, the Corporate Authorities hereby approve the PZC's Findings and, based on the Petition and other testimony and evidence, hereby find that the Owner failed to provide adequate evidence to show that the Zoning Relief was necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in the Zoning Ordinance. Based on the foregoing, the Zoning Relief is denied. The employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this Ordinance.

SECTION 3. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the Zoning Relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

SECTION 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 9. This Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2023.

AYES:

NAYS:

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2023.

Michael J. Reid, Jr., Village President

ATTEST:

Linda Vasquez, Village Clerk
By: _____
Deputy Village Clerk

EXHIBIT A
(Findings)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE (OR DEPUTY CLERK’S CERTIFICATE)

I, _____, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE DENYING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY,
ILLINOIS**
*(Light Properties - land located northeast of US Highway 20 in Kane and McHenry Counties,
Illinois)*

I certify that on _____, 2023, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2023.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2023 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2023.

Linda Vasquez, Village Clerk
By _____, Deputy Clerk
Village of Hampshire

(Seal)

**FINDINGS OF FACT AND RECOMMENDATION
OF THE VILLAGE OF HAMPSHIRE PLANNING
AND ZONING COMMISSION TO BE SUBMITTED
TO THE BOARD OF TRUSTEES OF THE VILLAGE
OF HAMPSHIRE FOR FINAL ACTION**

**RE: REQUEST TO HAVE CERTAIN REAL PROPERTY REZONED
FROM THE E-1 ESTATE DISTRICT TO THE O-M OFFICE AND
RESTRICTED MANUFACTURING DISTRICT UPON
ANNEXATION**

On August 14, 2023, the Planning and Zoning Commission (the “PZC”) of the Village of Hampshire, Illinois (the “Village”) recommended that the Village’s corporate authorities **APPROVE AND GRANT** the Applicant (as defined below) a rezoning (or map amendment) adjusting and amending the zoning classification of the real property (the “Subject Property”) legally described and depicted on Group Exhibit A (attached hereto and incorporated herein) based on the following facts presented by the Applicant or otherwise taken by the PZC:

1. Various business entities under the control of Chicago Title and Trust Company as Successor Trustee to Harris Trust and Savings Bank of Barrington, (as trustee under provisions of Trust Agreement dated April 8, 2004, and known as Trust No. HTB-1464 for the Shirelands and Light Real Estate LLC as beneficiaries); L. B. Anderson & Co., Inc., and Leah Rae Light (as trustee of WS-Trust) and listed on Group Exhibit A (collectively, the “Applicant”) by and through its attorney applied and requested that the Subject Property be rezoned from the E-1 Estate District (“E-1 District”) to the O-M Office and Restricted Manufacturing District (“O-M District”) immediately after it is annexed into the corporate limits of the Village. The application the Applicant filed before the PZC is Group Exhibit A.
2. The Subject Property is owned and operated by the Applicant.
3. The Applicant is seeking to annex the Subject Property into the corporate limits of the Village. The annexation must occur for the rezoning to take place pursuant to the application. Article 11, Division 15.1 of the Illinois Municipal Code allows parties, such as the Village and the Applicant, to enter into annexation agreements that may contain provisions addressing land use controls, such as the rezoning contemplated herein. Concurrently herewith, the Applicant is seeking the approval of the corporate authorities of the Village for an annexation agreement to govern the Applicant’s, and the Applicant’s successors, development of the Subject Property.
4. Article 11, Division 13 of the Illinois Municipal Code and Section 6-14-3 of the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Code”) establish notification requirements, including the publication

of notice in a local newspaper and mailing of notices to neighboring property owners for land use matters. Evidence was taken by the PZC that all notifications were made in accordance with all applicable laws.

5. The Applicant and its agents, attorney(s), employee(s), engineers, and contractors provided credible evidence in support of the application. This included demonstrative evidence, including and without limitation, a power point presentation, testimonial evidence, and documentation.
6. The Applicant received and answered questions from the PZC, the public and Village staff at the meeting on August 14, 2023, regarding the application. The public was given the opportunity to present evidence, including a power point presentation with an audio component. A copy of the certified transcript of proceedings from the August 14, 2023 meeting is attached hereto and incorporated herein by this reference as Exhibit B.
7. Based on evidence presented by the Applicant and other facts set forth in Exhibit B, the PZC hereby makes additional findings of fact addressing each of those standards reviewed in a rezoning analysis:
 - A. **The proposed uses of property are consistent with uses of neighboring properties.** The Applicant presented evidence that uses, such as a Dayton Freight cartage facility, a truck county retail store, an Illinois tollway facility, as well as open space, and numerous over the road truck service stations are near the Subject Property. These are similar uses to those set forth in the O-M District. A member of the public presented audio evidence to support the testimony of the presenter, that the area was rife with trucks and trucking uses. Members of the public stated that they lived in the area. Testimony was given by members of the public that the Subject Property was surrounded by warehousing, storage, and distribution facilities. The permitted uses within the O-M District include warehousing, storage and distribution facilities, research laboratories and facilities, and bus passenger stations, not including bus terminal parking lots.

- B. **The zoning classification of the property within the general area of the Subject Property.** The proposed map amendment does not undermine the orderly development of property neighboring the Subject Property, rather, it promotes the continued economic viability of the region in a similar manner as the recent trend of development as set forth below. Evidence to this fact can be found in Exhibit B.
- C. **The suitability of the Subject Property for uses permitted under the existing zoning classification and under any proposed amended zoning classification.** The Subject Property has historically been greenspace lying adjacent to an interstate highway and numerous industrial uses, such as a warehouse. The land with its underlying conditions, strong soil base, and proximity to the interstate is suitable for the proposed uses set forth in the O-M District.
- D. **The trend of development, if any, in the area in question, including changes, if any which have taken place in its present zoning classification.** Testimony was provided that the trend of development would have the Subject Property developed as a warehousing or storage facility, which are uses in the O-M District. Surrounding properties have been developed as manufacturing, warehousing, and other similar uses as recited at the August 14th hearing.
- E. **The objectives of the current land use plan.** The uses in the O-M District are consistent with the goals of the current land use plan. It is important to note that the Subject Property is being annexed and is currently outside the territory of the Village.
- F. **The extent to which the property values in the area of the Subject Property affected by the amendment would be diminished by the existing zoning and zoning as amended.** No evidence has been entered supporting the conclusion that property values would be diminished with the passage of the proposed amendment.

- G. **Whether the adoption of the proposed amendment is in the public interest.** For all of the reasons identified above, the proposed map amendment is found to be in the public interest, including the fact that commercial users would increase the tax rate and lessen the burden upon residents, increase residents buying power, likely indirectly increase sales taxes collected by the Village and increase the diversity of the Village's economy.

CONCLUSIONS

Testimony and other evidence offered at the August 14, 2023, public hearing demonstrated that the map amendment would be in furtherance of the public health, safety, and welfare, that the amendment would otherwise be in the best interests of the Village and its residents, and that the map amendment is in conformity with the surrounding community. The PZC recommended that each end user for the Subject Property present its proposed end use on the Subject Property. Accordingly, the PZC recommends approval of the map amendment with the aforementioned condition and dispatches these findings to the Board of Trustees of the Village in compliance with the Zoning Code.

Chairman of the PZC for the Village

GROUP EXHIBIT A
APPLICATIONS

EXHIBIT B
PZC TRANSCRIPT

Group Exhibit A

LUDWIG



Village of Hampshire
234 S. State Street, Hampshire, IL 60140
Phone: 847-683-2181 • www.hampshireil.org

Zoning Review Application

Date: July 24, 2023

The Undersigned respectfully petitions the Village of Hampshire to review and consider granting the following approval(s) on the land herein described.
(check all that apply)

- Variance*
- Special Use Permit*
- Rezoning from E-1 District to O-M District (ex. M1 to M2)*
- Annexation
- Subdivision - Concept Plan Review
- Subdivision - Preliminary Plan Review
- Subdivision - Final Plan Review
- Other Site Plan: _____

*requires a 15-30 day public notice period

PART I. APPLICANT INFORMATION

APPLICANT (Please print or type)

Name: Light Real Estate by Daniel B. Light Email: lightfarms@aol.com
Address: 104 S. Wymstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

CONTACT PERSON (If different from Applicant)

Name: Ernie Pirron Email: ernie@lbandersen.com
Address: 104 S. Wymstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

YES NO

If the Applicant is not the owner of the subject property, a written statement from the Owner authorizing the Applicant to file the Development Application must be attached to this application.

IS THE APPLICANT AND/OR OWNER A TRUSTEE/BENEFICIARY OF A LAND TRUST?

YES NO

If the Applicant and/or owner of the subject property is a Trustee of a land trust or

beneficiaries of a land trust, a Disclosure Statement identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto.

PART II. PROPERTY INFORMATION

Name of Development (if any): Ludwig Property
Address: North of Dietrich Road in Hampshire Township (Kane Co.) and Coral Township
Parcel Number(s): 17-35-300-015, 17-35-400-011, 01-02-200-001, 01-02-100-002, 01-02-200-004
Total Area (acres): 164 Acres
Legal Description: must be attached to this application
Fire Protection District: Hampshire
School District: District 300
Library District: Ella Johnson Library
Park District: Hampshire
Township: Hampshire
Current Zoning District: F-Farming

Current Use:

Farm land - 0021

Proposed Zoning/Variance/Use:

O-M, Logistics, Warehousing
Special use - See attached
O-M - Proposed Zoning
Logistics, Warehousing - Proposed use

Reason/Explanation for Zoning/Variance/Use:

Annexing to Village
Develop Property for Warehousing Logistics use

PART III. REQUIRED DOCUMENTATION

From chart on next page

- Signed Development Application
- Signed Developer's Agreement (Attachment A)
- Deposit/Fee \$ 40,000.00
(see Village Ordinances and Requirements section)
- Proof of Ownership or Option
- Legal Description of Property - Plat of Survey
- List of property owners within 250 ft with parcel numbers (Attachment B)
(see Attachment C for an example notification letter)
- Concept Plan - see Subdivision Regulations for more information
- Preliminary Plan - see Subdivision Regulations for more information
- Final Plan - see Subdivision Regulations for more information
- Site Plan
- Landscape Plan: Preliminary or Final
- Architectural Elevations
- Petition for Annexation
- Plat of Annexation
- Soil & Water Conservation District Land Use Opinion - See Kane-DuPage SWCD webpage
- Other Special use request; see next page

Needed documentation may vary depending on the specific circumstances of the application. Therefore, staff may require additional documentation after initial review (e.g., fiscal impact study, endangered species report, wetland report etc.).

I, Daniel B. Light, herby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.


Signature

7/24/23
Date



PHONE: (847) 381-9080
FAX: (847) 381-9089

104 S. WYNSTONE PARK DRIVE, NORTH BARRINGTON, IL 60010

Petitioner requests the following special uses:

1. Pursuant to the special use that provides as follows:

“Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses allowable in this section, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare, or heat.”

Petitioner requests as a special use the Village to specify that all storage of property including trailers shall not be required to be located in completely enclosed buildings or structures.

2. Building materials sales and storage.
3. Cartage and express facilities.
4. Electrical, lighting, and wiring equipment.
5. Food manufacture, packaging, and processing.
6. Ground mounted Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of this Code.
7. Planned developments.



SINCE 1921...SPECIALISTS IN SALE OF FARMS, ESTATES, AND VACANT LAND FOR INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL DEVELOPMENT

Standard Required Documentation

	Variance	Special Use Permit	Rezoning	Annexation	Concept Plan	Preliminary Plan	Final Plan	Other
Application	X	X	X	X	X	X	X	X
Deposit	X	X	X	X	X			X
Developer's Agreement	X	X	X	X	X			X
Proof of Ownership or Option	X	X	X	X		X		X
Legal Description - Plat of Survey	X	X	X	X		X		X
List of Property Owners	X*	X	X			X		
Architectural Elevations	X	X				X		
Petition for Annexation				X				
Plat of Annexation				X				
Site Plan	X	X	X	X		X		X
Landscape Plan		X				X	X	X
Conservation District Land Use Opinion	X*	X	X	X		X		
Concept Plan					X			
Preliminary Plan						X		
Final Plan							X	

*Not required for variances strictly for signage

**Attachment A - Developer's Agreement
Developer's Agreement with Respect to Development Fees and Deposits**

The undersigned Developer acknowledges that he/she/it has filed a ZONING REVIEW APPLICATION with the Village, requesting Annexation, OM Zoning & Special uses and further, acknowledges that the Village Code requires that he/she reimburse the Village for all professional fees incurred for engineering, legal, consultant, and other outside services in regard to this application and all other matters related to the proposed development or zoning request. The Developer agrees to be bound by the terms of the Village Code in this regard.

The Developer also is required to, and hereby does, submit a fee or deposit, to be held by the Village to secure reimbursement of such funds as applicable, in accordance with the current schedule of fees and deposits required by the Village for the type of land use action requested. Said deposit shall be held as security for payment of fees and will be applied by the Village to payment of such fees upon default by Developer. Any balance remaining, after payment of all such fees, including reasonable attorney fees and court costs incurred by the Village in discussing, negotiating, or enforcing the terms of this Agreement, shall be returned to Developer. Any interest earned on funds on deposit shall accrue to the Village.

By: 
Signature

7/24/23
Date

RECEIPT OF INITIAL FEE DEPOSIT ACKNOWLEDGED BY VILLAGE CLERK

Signature

Date

This form must be executed and accompany all Development Applications. No Application will be accepted or processed without this completed form.

**Attachment B - Affidavit of Notification
Affidavit of Notification to Neighboring Property Owners**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: Light Real Estate

Date: 7/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at Dietrich Road in Hampshire Township (Kane Co.) and Canal Township.

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
<u>SEE ATTACHED</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attached additional sheets, if necessary.

By: Daniel B. Light
Name


Signature

Attachment C - Example Notification Letter
DO NOT RETURN THIS TO THE VILLAGE -
FOR YOUR USE IN DRAFTING LETTERS

Every applicant for rezoning, special use, and/or variance, is required to notify neighboring property owners within two-hundred fifty feet (250') of the property for the proposed zoning relief. Applicants should provide the neighboring property owners with a brief description of the proposed project and a copy of the development plan to help neighboring property owners better understand what is being proposed in their neighborhood (On Applicant's Letterhead)

EXAMPLE OF NOTIFICATION / INFORMATION LETTER

Dear Neighbor:

(Applicant Name) has submitted an application to the Village of Hampshire for (type of application) to allow (describe project, use of land, number of units, etc.) on the property located at North of Dietrich Road in Hampshire Township (Kane Co.) and Coral Township. A copy of the site plan is enclosed for your information.

The Village of Hampshire is currently reviewing our application material, including the site plan. If you have any concerns or questions about the proposed development of the property, you are encouraged to call (contact for the Applicant) at (Contact's telephone number). You will also have an opportunity to comment about the proposed development at the Hampshire Planning and Zoning Commission meeting scheduled for (Date of Planning and Zoning Commission meeting) at 7:00 p.m.

Sincerely, (Applicant)



Village of Hampshire
 234 S. State Street, Hampshire IL 60140
 Phone: 847-683-2181 www.hampshireil.org

Petition for Annexation

Date: July 24, 2023

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS

The undersigned petitioners,

Name	Address	E-Mail-Address
<u>Daniel B. Light</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u>lightfarms@aol.com</u>
<u>Light Real Estate</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u>ernie@lbandersen.com</u>
<u>WS Trust</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u>spirron@aol.com</u>

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
<u>Light Trust</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u></u>
<u>* See attached signature sheets</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
<u>17-35-300-015</u>	<u></u>	<u>Coral</u>	<u>Huntley</u>	<u>District 158</u>
<u>17-35-400-011</u>	<u></u>	<u>Coral</u>	<u>Huntley</u>	<u>District 158</u>
<u>01-02-200-001</u>	<u></u>	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

(Ludwig) Land to be Annexed cont.

01-02-100-002	Hampshire	Hampshire	District 300
01-02-200-004	Hampshire	Hampshire	District 300

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By:

Daniel B. Light

Name

Name

Name

 _____

Signature

Signature

Signature

For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

Attachment B - Affidavit of Notification
Affidavit of Notification to Neighboring Property Owners

**OWNERSHIP &
SIGNATURE**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: LIGHT REAL ESTATE

Date: 07/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at NORTH OF DIETRICH ROAD IN HAMPSHIRE
TOWNSHIP (KANE CO) & CORAL TOWNSHIP

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
17-35-400-011	Light Real Estate LLC Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
01-02-200-001	WS Trust Leah Rae Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
01-02-100-002	Light Trust Leah Rae Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
01-02-200-004	Light Real Estate LLC Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
17-35-300-015	Light Real Estate LLC Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
17-35-300-015	No electors on land Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010

Attached additional sheets, if necessary.

By:

See attached signature sheet
Name


Signature

Attachment B - Affidavit of Non-Ownership
 Affidavit of Notification to Neighboring Property Owners

OWNERSHIP &
SIGNATURE

To: Village of Hampshire 294 S. State Street Hampshire, IL 60140

From: L. B. ANDERSE

Date: 07/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at NOETH OF DIETRICH ROAD IN HAMPSHIRE
TOWNSHIP (KANE CO) & CORAL TOWNSHIP

PROPERTY INDEX #	PROPERTY OWNER	SIGNATURE
17-35-400-011	Light Real Estate LLC Daniel B. Light	<u>[Signature]</u>
01-02-200-001	WS Trust Leah Rae Light	<u>[Signature]</u>
01-02-100-002	Light Trust Leah Rae Light	<u>[Signature]</u>
01-02-200-004	Light Real Estate LLC Daniel B. Light	<u>[Signature]</u>
17-35-300-015	Light Real Estate LLC Daniel B. Light	<u>[Signature]</u>
17-35-300-015	No electors on land Daniel B. Light	<u>[Signature]</u>

Attached additional sheets, if necessary.

By: DANIEL LIGHT
Name

[Signature]
Signature

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By: DANIEL LIGHT
Name

Daniel Light
Signature

Name

Signature

Name

Signature

For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

Legal Description
Ludwig Property

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, IN TOWNSHIP 43 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 21.84 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 1,303.41 FEET TO THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,325.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 02 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 753.58 FEET TO THE CENTERLINE OF A CREEK; THENCE NORTH 81 DEGREES 48 MINUTES 56 SECONDS EAST ALONG SAID CENTERLINE, 57.17 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 36 SECONDS EAST ALONG SAID CENTERLINE, 251.65 FEET; THENCE SOUTH 81 DEGREES 26 MINUTES 16 SECONDS EAST ALONG SAID CENTERLINE, 182.62 FEET; THENCE SOUTH 78 DEGREES 41 MINUTES 41 SECONDS EAST ALONG SAID CENTERLINE, 140.64 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 21 SECONDS EAST ALONG SAID CENTERLINE, 370.32 FEET; THENCE SOUTH 77 DEGREES 26 MINUTES 11 SECONDS EAST ALONG SAID CENTERLINE, 306.07 FEET; THENCE SOUTH 82 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID CENTERLINE, 104.40 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 17 SECONDS EAST ALONG SAID CENTERLINE, 676.66 FEET; THENCE SOUTH 67 DEGREES 27 MINUTES 51 SECONDS EAST ALONG SAID CENTERLINE, 492.33 FEET; THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS EAST ALONG SAID CENTERLINE, 119.77 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST (MEAS. = SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST), 266.03 TO THE PLACE OF BEGINNING, IN MCHEERY COUNTY, ILLINOIS.

PARCEL 2:

PART OF THE EAST HALF OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

TICOR TITLE INSURANCE

Policy of Title Insurance

American Land
Title Association
Owner's Policy
(10-17-92)

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;

2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

Issued by:
TICOR TITLE INSURANCE COMPANY
100 S. MAIN STREET, SUITE 100
CRYSTAL LAKE, IL 60014
(815) 356-3500

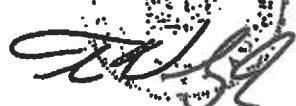
TICOR TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary

Authorized Signatory

TICOR TITLE INSURANCE COMPANY .
OWNER'S POLICY (1992)

POLICY NO.: 2000 000678000 SM

SCHEDULE A

AMOUNT OF INSURANCE: \$2,500,000.00

DATE OF POLICY: JULY 9, 2004

1. NAME OF INSURED:

DANIEL B LIGHT AS TO AN UNDIVIDED 42.43% INTEREST TENANT IN COMMON, LB ANDERSEN & CO. INC. AS TO AN UNDIVIDED 35.47% TENANT IN COMMON INTEREST, WS TRUST AS TO AN UNDIVIDED 11.52% TENANT IN COMMON INTEREST AND LIGHT TRUST AS TO AN UNDIVIDED

CONTINUED ON NEXT PAGE

2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE INSURED.

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

NONE

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE D IS ATTACHED.

CPCLAIN

DTG 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 EN

SCHEDULE A (CONTINUED)

.... **10.58 TENANT IN COMMON INTEREST**
FEE AS TO PARCELS 1 THROUGH 4.
NON-EXCLUSIVE EASEMENT AS TO PARCEL 5.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

00CLAS2

DTG 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, IN TOWNSHIP 43 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 21.84 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 1,303.41 FEET TO THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,325.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 02 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 753.58 FEET TO THE CENTERLINE OF A CREEK; THENCE NORTH 81 DEGREES 48 MINUTES 56 SECONDS EAST ALONG SAID CENTERLINE, 57.17 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 36 SECONDS EAST ALONG SAID CENTERLINE, 251.65 FEET; THENCE SOUTH 81 DEGREES 26 MINUTES 16 SECONDS EAST ALONG SAID CENTERLINE, 182.62 FEET; THENCE SOUTH 78 DEGREES 41 MINUTES 41 SECONDS EAST ALONG SAID CENTERLINE, 140.64 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 21 SECONDS EAST ALONG SAID CENTERLINE, 370.32 FEET; THENCE SOUTH 77 DEGREES 26 MINUTES 11 SECONDS EAST ALONG SAID CENTERLINE, 306.07 FEET; THENCE SOUTH 82 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID CENTERLINE, 104.40 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 17 SECONDS EAST ALONG SAID CENTERLINE, 676.66 FEET; THENCE SOUTH 67 DEGREES 27 MINUTES 51 SECONDS EAST ALONG SAID CENTERLINE, 492.33 FEET; THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS EAST ALONG SAID CENTERLINE, 119.77 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST (MEAS. - SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST), 266.03 TO THE PLACE OF BEGINNING, IN CHERRY COUNTY, ILLINOIS.

PARCEL 2: THE EAST HALF OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5:

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPLEASD

DTO 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE A (CONTINUED)

**... THE NORTH 20 FOOT STRIP OF LAND USED FOR SANITARY SEWER PURPOSES (NON-EXCLUSIVE) AS...
FOUND IN EASEMENT AGREEMENT RECORDED AUGUST 31, 1998 AS DOCUMENT NUMBER 98KD78206. ...**

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPOLAR

DTG 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE B

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

A 1. TAXES FOR THE YEAR(S) 2003 AND 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 17-35-300-001

NOTE: 2003 FIRST INSTALLMENT OF \$269.47 IS PAID.

NOTE: 2003 FINAL INSTALLMENT OF \$269.47 NOT DELINQUENT BEFORE SEPTEMBER 21, 2004.

AFFECTS PARCEL 1

B 2. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 17-35-400-007

NOTE: 2003 FINAL INSTALLMENT OF \$362.30 NOT DELINQUENT BEFORE SEPTEMBER 21, 2004.

AFFECTS PARCEL 1 AND OTHER LAND.

CPCLER

DTC 09/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE B

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

C 3. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 01-02-200-001

AFFECTS PARCEL 3

D 4. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 01-02-100-002

AFFECTS PARCEL 2

E 5. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 01-02-200-004

AFFECTS PARCEL 4

G 6. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

AC 7. (A) TERMS, PROVISIONS, AND CONDITIONS RELATIVES TO THE EASEMENT DESCRIBED AS PARCEL 5 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

CP01223

DTO 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE B

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

- 8. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.**
- 9. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY CROSS THE PREMISES.**
- 10. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND.**
- 11. UNRECORDED FARM LEASE AGREEMENT DATED MARCH 31, 2004 BETWEEN ALAN LUDWIG LESSOR AND KEHL GRAIN FARMS LESSEE.**
- 12. EASEMENT FOR DRAINAGE DITCH OVER LAND AS CONTAINED IN AGREEMENT DATED SEPTEMBER 24, 1957 AND RECORDED OCTOBER 3, 1957 AS DOCUMENT 329339, AND THE TERMS AND PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS THEREIN CONTAINED.**
- (AFFECTS PARCEL 1)**
- 13. GRANT OF EASEMENT OF MICHIGAN WISCONSIN PIPE LINE COMPANY, A DELAWARE CORPORATION, TO CONSTRUCT AND MAINTAIN GAS OR OIL PIPE LINES OR APERTURANCES AS GRANTED BY HARLEY WACKEBEN AND IDA C. WACKEBEN BY INSTRUMENT DATED JANUARY 23, 1949 AND RECORDED JUNE 29, 1949 AS DOCUMENT NO. 629192 IN BOOK 1459, PAGE 215 OF RECORDS OF KANE COUNTY, ILLINOIS. FURTHER DEFINED IN PIPE LINE EASEMENT RECORDED JANUARY 29, 1990 AS DOCUMENT 90K04990 MADE BY AMR PIPELINE COMPANY, FORMERLY KNOWN AS MICHIGAN WISCONSIN PIPE LINE COMPANY., OVER AND ACROSS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 FOR THE CONSTRUCTION OF NATURAL GAS PIPE LINE OR LINES. (AFFECTS PARCEL 2 & 3)**
- 14. EASEMENT AGREEMENT RECORDED AUGUST 31, 1998 AS DOCUMENT NO. 98078266 FOR SANITARY SEWER. (AFFECTS PARCEL 2 & 3)**
- 15. DECLARATION OF COVENANT DATED JULY 9, 2004 RECORDED JULY 20, 2004 AS DOCUMENT NO. 2004R0065888 (AFFECTS PARCEL 1 FOR PARTICULARS SEE RECORD)**

000000

DFO 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
POLICY SIGNATURE PAGE**

ORDER NO.: 2000 000678000 EM

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

TICOR TITLE INSURANCE COMPANY

BY 
AUTHORIZED SIGNATORY

FOURERS

DTG 09/04/04 11:02:49

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 2000 000678000 SM**

ISSUED BY

TICOR TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 4

**GENERAL EXCEPTION NUMBERS 1, 2, 3, 4 AND 5 OF SCHEDULE B OF THIS POLICY ARE
HEREBY DELETED.**

**THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THEREON. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EFFECT THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.**

**SMIP
DTO**

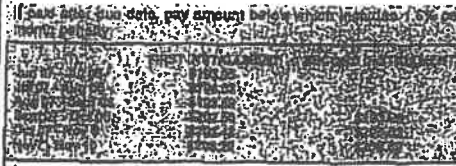
Taxing Body	Rate	Percent	Tax This Year	Tax Last Year
MCHENRY COUNTY	0.037645	8.40	\$32.35	\$29.55
MCHENRY COUNTY PENSION	0.076811	1.91	\$3.85	\$4.50
MCHENRY CO CONSV	0.221944	2.05	\$10.91	\$9.99
COLLEGE DISTRICT 528 MCC	0.329488	4.24	\$16.10	\$15.33
COLLEGE DISTRICT 528 MCC PENSION	0.000115	0.00	\$0.01	\$0.01
SCHOOL DIST 158	5.016187	64.51	\$248.55	\$226.32
SCHOOL DIST 158 PENSION	0.187604	2.41	\$9.22	\$8.46
ATLEY FIRE DIST	0.617839	7.80	\$30.12	\$27.58
ATLEY FIRE DIST PENSION	0.104883	1.35	\$5.15	\$4.88
KUNTLEY AREA LIBRARY	0.292730	3.76	\$14.39	\$13.30
CORAL TOWNSHIP	0.072828	0.94	\$3.58	\$3.31
CORAL TWP RD & BR	0.200101	2.57	\$9.84	\$9.05
TOTAL	7.776495	100.00	\$382.18	\$352.30

MCHENRY COUNTY 2021 REAL ESTATE TAX BILL

LEGAL DESCRIPTION
 DOC 2012R0059821 & 2004R0100269 W PT WY
 1/2 SE 1/4 LYING S OF BOTTERMAN FARMS

ASSESSED TO:
 LIGHT REAL ESTATE LLC ET AL

SITE ADDRESS:
 NA



PPJ 17-35-400-011		
Township	Tax Code	Property Class
CORAL TWP	17904	0021
Sub Lot	Acres	
	14.4250	
1st Install	2nd Install	
\$191.09	\$191.09	
Interest	Interest	
Costs	Costs	
Total Paid	Total Paid	
Due By	Due By	
06/06/2022	09/06/2022	

Fair Cash Value	
S/A Value	4,915
S/A Multiplier	1.0285
S/A Equalized Value	4,915
Ord. of Review Value	4,915
Ord. of Review Multiplier	1.0000
Ord. of Review EQ Value	4,915
Home Improv./vet Exemptions	0
State Stamp	1.0000
State Equalized Value	0
Farmstead & Bldg. Value	4,915
Total Am. Prior to Exemptions	4,915
Annual Homestead Exemptions	0
Gr. Freeze Abated Amt.	0
Elderly Homestead Exemption	0
Disabled Vet Homestead Ex.	0
Disabled Person Exemption	0
Returning Veteran Exemption	0
Net Taxable Amount	4,915.00
Local Tax Rate	7.776495
Total Current Year Tax Due	\$382.18

Ludwig

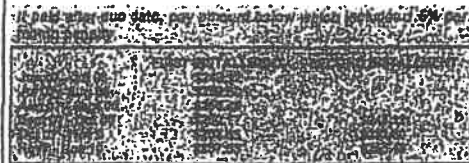
Taxing Body	Rate	Percent	Tax This Year	Tax Last Year
MCHEMRY COUNTY	0.557843	5.48	\$41.55	\$37.39
MCHEMRY COUNTY PENSION	0.078811	1.01	\$4.98	\$5.70
MCHEMRY CO CONSV	0.221044	2.85	\$14.01	\$12.64
COLLEGE DISTRICT 528 MCC	0.328558	4.24	\$70.89	\$19.40
COLLEGE DISTRICT 528 MCC PENSION	0.000118	0.00	\$0.01	\$0.01
SCHOOL DIST 158	0.010187	0.451	\$318.57	\$286.34
SCHOOL DIST 168 PENSION	0.187804	2.41	\$11.54	\$10.73
HUNTLEY FIRE DIST	0.812850	7.68	\$38.60	\$34.89
HUNTLEY FIRE DIST PENSION	0.184983	1.35	\$8.63	\$8.14
HUNTLEY AREA LIBRARY	0.292730	1.78	\$18.48	\$15.83
CORAL TOWNSHIP	0.072838	0.94	\$4.60	\$4.18
CORAL TWP RD & BR	0.260181	2.57	\$12.64	\$11.48
TOTAL	7.775485	100.00	\$490.88	\$448.74

MCHEMRY COUNTY 2021 REAL ESTATE TAX BILL

LEGAL DESCRIPTION
 DOC 2012RR059621 & 2004RD100259 PT E1/2
 2 SW1/4 LYING S OF BOTTERMAN FARMS MEM

ASSESSED TO:
 LIGHT REAL ESTATE LLC ET AL

SITE ADDRESS:
 NA



PIN 17-35-300-016		
Township	Tax Code	Property Class
CORAL TWP	17094	0021
Sub Lot	Acres	
	19.8900	
1st Install	2nd Install	
\$245.44	\$245.44	
Interest	Interest	
Costs	Costs	
Total Paid	Total Paid	
Due By	Due By	
06/06/2022	09/06/2022	

Fair Cash Value	
SIA Value	6,313
SIA Multiplier	1.0265
SIA Equalized Value	6,313
Ord. of Review Value	6,313
Ord. of Review Multiplier	1.0000
Ord. of Review EQ Value	6,313
Home Improv./Nat Exempt	0
State Multiplier	1.0000
State Equalized Value	0
Farmland & Edge. Value	6,313
Total Amt. Prior to Exempt	6,313
Annual Homestead Exempt	0
Sr. Freeze Abated Amt.	0
Elderly Homestead Exempt	0
Disabled Vet Homestead Ex	0
Disabled Person Exempt	0
Returning Veteran Exempt	0
Net Taxable Amount	6,313.00
Local Tax Rate	7.775485
Total Current Year Tax Due	\$490.88

State of Illinois }
 } SS
County of Kane }
 LAKE

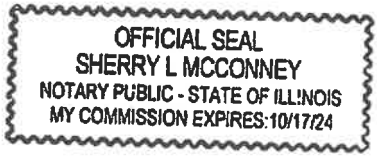
I, the undersigned, a Notary Public, in and for said County in the state aforesaid, do hereby certify that
Daniel B Light

_____pers
onally known to me to be the same person(s) whose names are subscribed in the foregoing instrument,
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of July, A.D., 2023

(Notary Stamp)

Sherry L McConney
NOTARY PUBLIC



* * * * *

FOR VILLAGE USE ONLY:

Received: 7-24-23
 Date

Leib Vasyl
Signature

SMRT



Village of Hampshire
234 S. State Street, Hampshire, IL 60140
Phone: 847-683-2181 • www.hampshireil.org

Zoning Review Application

Date: July 24, 2023

The Undersigned respectfully petitions the Village of Hampshire to review and consider granting the following approval(s) on the land herein described.
(check all that apply)

- Variance*
- Special Use Permit*
- Rezoning from E-1 District to O-M District (ex. M1 to M2)*
- Annexation
- Subdivision - Concept Plan Review
- Subdivision - Preliminary Plan Review
- Subdivision - Final Plan Review
- Other Site Plan: _____

*requires a 15-30 day public notice period

PART I. APPLICANT INFORMATION

APPLICANT (Please print or type)

Name: Light Real Estate by Daniel Light Email: lightfarms@aol.com
Address: 104 S. Wynstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

CONTACT PERSON (If different from Applicant)

Name: Ernie Piron Email: ernie@lbandersen.com
Address: 104 S. Wynstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

YES NO

If the Applicant is not the owner of the subject property, a written statement from the Owner authorizing the Applicant to file the Development Application must be attached to this application.

IS THE APPLICANT AND/OR OWNER A TRUSTEE/BENEFICIARY OF A LAND TRUST?

YES NO

If the Applicant and/or owner of the subject property is a Trustee of a land trust or

beneficiaries of a land trust, a Disclosure Statement identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto.

PART II. PROPERTY INFORMATION

Name of Development (if any): Small Property - Owner: MTB-1424; Chicago Title Land Trust
Address: 45W585 US Highway 20 Hampshire, IL. 60140
Parcel Number(s): 01-02-300-008, 01-02-300-017, 01-02-400-012
Total Area (acres): 112 Acres
Legal Description: must be attached to this application
Fire Protection District: Hampshire
School District: District 300
Library District: Ella Johnson Library
Park District: Hampshire
Township: Hampshire
Current Zoning District: PLD Kane County

Current Use:

Farm land - 0021, 01-02-300-017
Home site Dwelling - 0011, 01-02-300-008, 01-02-400-012
Vacant Land

Proposed Zoning/Variance/Use:

O-M, Logistics, Warehousing
Special use - See Attached
O-M - Proposed Zoning
Logistics, Warehousing - Proposed Land

Reason/Explanation for Zoning/Variance/Use:

Annexing to Village
Develop property for warehouse logistics use

PART III. REQUIRED DOCUMENTATION

From chart on next page

- Signed Development Application
- Signed Developer's Agreement (Attachment A)
- Deposit/Fee \$ 40,000.00
(see Village Ordinances and Requirements section)
- Proof of Ownership or Option
- Legal Description of Property - Plat of Survey
- List of property owners within 250 ft with parcel numbers (Attachment B)
(see Attachment C for an example notification letter)
- Concept Plan - see Subdivision Regulations for more information
- Preliminary Plan - see Subdivision Regulations for more information
- Final Plan - see Subdivision Regulations for more information
- Site Plan
- Landscape Plan: Preliminary or Final
- Architectural Elevations
- Petition for Annexation
- Plat of Annexation
- Soil & Water Conservation District Land Use Opinion - See Kane-DuPage SWCD webpage
- Other Special use request; see next page

Needed documentation may vary depending on the specific circumstances of the application. Therefore, staff may require additional documentation after initial review (e.g., fiscal impact study, endangered species report, wetland report etc.).

I, Daniel B. Light, hereby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.


Signature

7/24/23
Date



PHONE: (847) 381-9080

FAX: (847) 381-9089

104 S. WYNSTONE PARK DRIVE, NORTH BARRINGTON, IL 60010

Petitioner requests the following special uses:

1. Pursuant to the special use that provides as follows:

“Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses allowable in this section, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare, or heat.”

Petitioner requests as a special use the Village to specify that all storage of property including trailers shall not be required to be located in completely enclosed buildings or structures.

2. Building materials sales and storage.
3. Cartage and express facilities.
4. Electrical, lighting, and wiring equipment.
5. Food manufacture, packaging, and processing.
6. Ground mounted Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of this Code.
7. Planned developments.



SINCE 1921...SPECIALISTS IN SALE OF FARMS, ESTATES, AND VACANT LAND FOR INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL DEVELOPMENT

Standard Required Documentation

	Variance	Special Use Permit	Rezoning	Annexation	Concept Plan	Preliminary Plan	Final Plan	Other
Application	X	X	X	X	X	X	X	X
Deposit	X	X	X	X	X			X
Developer's Agreement	X	X	X	X	X			X
Proof of Ownership or Option	X	X	X	X		X		X
Legal Description - Plat of Survey	X	X	X	X		X		X
List of Property Owners	X*	X	X			X		
Architectural Elevations	X	X				X		
Petition for Annexation				X				
Plat of Annexation				X				
Site Plan	X	X	X	X		X		X
Landscape Plan		X				X	X	X
Conservation District Land Use Opinion	X*	X	X	X		X		
Concept Plan					X			
Preliminary Plan						X		
Final Plan							X	

*Not required for variances strictly for signage

**Attachment A - Developer's Agreement
Developer's Agreement with Respect to Development Fees and Deposits**

The undersigned Developer acknowledges that he/she/it has filed a ZONING REVIEW APPLICATION with the Village, requesting Annexation, OM Zoning & Speical uses and further, acknowledges that the Village Code requires that he/she reimburse the Village for all professional fees incurred for engineering, legal, consultant, and other outside services in regard to this application and all other matters related to the proposed development or zoning request. The Developer agrees to be bound by the terms of the Village Code in this regard.

The Developer also is required to, and hereby does, submit a fee or deposit, to be held by the Village to secure reimbursement of such funds as applicable, in accordance with the current schedule of fees and deposits required by the Village for the type of land use action requested. Said deposit shall be held as security for payment of fees and will be applied by the Village to payment of such fees upon default by Developer. Any balance remaining, after payment of all such fees, including reasonable attorney fees and court costs incurred by the Village in discussing, negotiating, or enforcing the terms of this Agreement, shall be returned to Developer. Any interest earned on funds on deposit shall accrue to the Village.

By:


Signature

7/24/23
Date

RECEIPT OF INITIAL FEE DEPOSIT ACKNOWLEDGED BY VILLAGE CLERK

Signature

Date

This form must be executed and accompany all Development Applications. No Application will be accepted or processed without this completed form.

**Attachment B - Affidavit of Notification
Affidavit of Notification to Neighboring Property Owners**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: Light Real Estate

Date: 7/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at 43W223 US Highway 20 Hampshire, IL 60140 and 43N223 US Highway 20 Hampshire, IL 60140

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
<u>SEE ATTACHED</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attached additional sheets, if necessary.

By: Daniel B. Light
Name

Daniel B. Light
Signature

Attachment C - Example Notification Letter
DO NOT RETURN THIS TO THE VILLAGE -
FOR YOUR USE IN DRAFTING LETTERS

Every applicant for rezoning, special use, and/or variance, is required to notify neighboring property owners within two-hundred fifty feet (250') of the property for the proposed zoning relief. Applicants should provide the neighboring property owners with a brief description of the proposed project and a copy of the development plan to help neighboring property owners better understand what is being proposed in their neighborhood (On Applicant's Letterhead)

EXAMPLE OF NOTIFICATION / INFORMATION LETTER

Dear Neighbor:

(Applicant Name) has submitted an application to the Village of Hampshire for (type of application) to allow (describe project, use of land, number of units, etc.) on the property located at South of Dietrich Road/North of I-90. A copy of the site plan is enclosed for your information.

The Village of Hampshire is currently reviewing our application material, including the site plan. If you have any concerns or questions about the proposed development of the property, you are encouraged to call (contact for the Applicant) at (Contact's telephone number). You will also have an opportunity to comment about the proposed development at the Hampshire Planning and Zoning Commission meeting scheduled for (Date of Planning and Zoning Commission meeting) at 7:00 p.m.

Sincerely, (Applicant)



Village of Hampshire
 234 S. State Street, Hampshire IL 60140
 Phone: 847-683-2181 www.hampshireill.org

Petition for Annexation

Date: 7/24/23

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS

The undersigned petitioners,

Name	Address	E-Mail-Address
<u>Daniel B. Light</u>	<u>104 S. Wynstone Park Drive North Barrington, IL 60010</u>	<u>emie@bandersen.com</u>
_____	_____	_____
_____	_____	_____

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
<u>01-02-300-008</u>	_____	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>
<u>01-02-300-017</u>	_____	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>
<u>01-02-400-012</u>	_____	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By:

DANIEL B. LIGHT

Name



Signature

Name

Signature

Name

Signature

For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

Ernie Pirron

From: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>
Sent: Monday, January 23, 2023 5:02 PM
To: Ernie Pirron
Cc: Suerth, John @ Chicago Suburban
Subject: RE: LB Andersen Packet Review

Hi Ernie,

Please see attached, this is from McHenry County Gis.



The two that are very close to 250' but I don't think they are per the above given it looks like the 250' stops in the middle of Sunflower Ln.

Additional two we might want to notify just to be safe:

- 11903 Sunflower Ln, Huntley, IL 60142 | 17-35-327-011
 - John J Lynne C Kern
- 11911 Sunflower Ln, Huntley, IL 60142 | 17-35-327-012
 - Roland Nicole Fleck

Jimmy Kowalczyk
Vice President
CBRE | Advisory & Transaction Services
Industrial & Logistics
700 Commerce Dr, Suite 450 | Oak Brook, IL 60523
T +1 630 368 5548 | C +1 317 682 8511
jimmy.kowalczyk@cbre.com

Follow CBRE: [CBRE.com](https://www.cbre.com) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

Follow CBRE: [CBRE.com](#) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

From: Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Sent: Friday, December 30, 2022 12:36 PM
To: Ernie Pirron <ernie@lhandersen.com>
Cc: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>
Subject: FW: LB Andersen Packet Review

Ernie:
We'll have to identify/list the adjacent parcels for the 38 acre site!

John Suerth SIOR | Executive Vice President
CBRE | Advisory & Transaction Services
Industrial Logistics
700 Commerce Dr, Suite #450 | Oak Brook, IL 60523
T 847 706 4929 | F 847 706 4959
john.suerth@cbre.com | www.cbre.com/john.suerth

From: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>
Sent: Friday, December 30, 2022 12:35 PM
To: Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Subject: FW: LB Andersen Packet Review

Jimmy Kowalczyk
Vice President
CBRE | Advisory & Transaction Services
Industrial & Logistics
700 Commerce Dr, Suite 450 | Oak Brook, IL 60523
T +1 630 368 5548 | C +1 847 682 8511
jimmy.kowalczyk@cbre.com

Follow CBRE: [CBRE.com](#) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

From: Kowalczyk, Jimmy @ Chicago Suburban
Sent: Wednesday, October 12, 2022 4:57 PM
To: Ernie Pirron <ernie@lhandersen.com>; Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Subject: RE: LB Andersen Packet Review

Ernie,

Please see below for the lists of neighbors within 250' of both sites north of I-90.

Northern Parcels Neighbors (north of Dietrich)

KANE COUNTY PARCLES

- One Hawk Rd, Hampshire | 01-02-100-012



Chicago Title Land Trust Company

FOR A TRUSTEE'S DEED, PLEASE USE THE DIRECTION TO CONVEY FORM.

LETTER OF DIRECTION

DATE: July 24, 2023

NOTE: An extra copy of each document to be signed should be included for the Trustee.

TRUSTEE: You are hereby authorized and directed to execute the following described document(s) in your capacity as Trustee under your Trust No. HTB-1464 dated April 8, 2004

DESCRIPTION OF DOCUMENT(S):

Annexation Petition to Village of Hampshire consisting of 3 pages (attached)

Address of Property: The Shireland Property (SMRT Property)

Issue Letter to Pay Proceeds to: N/A

Will Be Picked Up By: Phone Number: 847-304-4848

OR

Mail To: Wade B. Light, 104 S. Wynstone Park Drive, N. Barrington, IL 60010

If the beneficial interest is assigned as collateral, the Collateral Assignee MUST authorize this Direction.

Name of Lender (please note successor information if applicable)

By:

Its: Title

Signature of Beneficiary/Power of Direction Holder

Signature of Beneficiary/Power of Direction Holder

Signature of Beneficiary/Power of Direction Holder

Signature of Beneficiary/Power of Direction Holder

State of Illinois)

SS

County of Lake)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel B. Light

is/are personally known to me to be the same person(s) whose name is subscribed to this instrument appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act.

Given under my hand and Notary Seal this 24th day of July, 2023.

Notary Public signature

Rev.12/2016





Village of Hampshire

234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 www.hampshireil.org

Petition for Annexation

Date: July 24, 2023

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS The undersigned petitioners,

Name	Address	E-Mail-Address
Chicago Title Land Trust Company as Successor Land Trust Under Trust Number HTB-1464	1701 Golf Road 1-102 Rolling Meadows, IL 60008	Gregory.Kasprzyk@ctt.com

Daniel B. Light	104 S. Wynstone Park Drive, N. Barrington, IL 60010	ernie@lbandersen.com
-----------------	--------------------------------------------------------	----------------------

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
None	_____	_____
_____	_____	_____

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed subject to mutually agreeable annexation agreement to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
01-02-300-008	_____	Hampshire	Hampshire	District 300
01-02-300-017	_____	Hampshire	Hampshire	District 300
01-02-400-012	_____	Hampshire	Hampshire	District 300

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

SEE ATTACHED

ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

Legal Description
Pag. 1 of 3.

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTHERLY 733.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL NUMBER N-4B-27, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27, ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDING FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL NUMBER N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST

CONTINUED ON NEXT PAGE

Legal Description
Page 2 of 3

QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,248.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 BEING ALONG A CURVE TO THE LEFT A DISTANCE OF 1,054.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES, TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

THE FOREGOING HISTORICAL RECORD LEGAL DESCRIPTIONS OF LAND INTENDING TO BE THE SAME AND BEING THE SAME AS THE LAND DESCRIBED IN PLATS OF SURVEY DATED MARCH 9, 2004, LAST REVISED APRIL 6, 2004, DESIGNATED AS JOB NUMBERS 040048 AND 040048-1, MADE BY WILLIAM J. VANDERSTAPPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2709, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 733.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP AND RANGE AFORESAID LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL N-4B-27, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27.1 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE

Legal Description
Page 3 of 3.

CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441 IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING ALONG A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

- No site address | 01-02-100-013
- Agree Convergence #1 LLC - Thornton LLC 2600 James Thornton Way, Louisville, KY 40245
- No site address | 01-02-100-004
- HPT TA Properties LLC - Travel Centers of America 24601 Center Ridge Rd, West Lake, OH 44145
- 19N430 US Route 20, Hampshire | 01-02-300-001

SMT

Southern Parcels Neighbors (south of Dietrich / North of I-90)

- No site address | 17-35-400-009
- Yelanda D TR Fines
- 11812 Harvey Ct, Huntley | 17-35-451-007
- IL WI REALTY INC ET AL - MITCHELL 460 HIGH RD CARY, IL 60013
- 11804 Sunflower Ln, Huntley | 17-35-379-001
- Ted Maria Lemert - LEVART 8668 W WINNEMAC AVE CHICAGO, IL 60658
- Hammary Rd, Huntley | 17-35-300-016
- Sky Soaring LLC
- No site address | 17-35-300-014
- Sky Soaring LLC - 12020 Rt 20, Hampshire
- No site address | 17-35-300-009

MCHENRY COUNTY PARCELS

- Brier Hill Farm LLC - Joseph Hammer - 464 Menominee Ln, Naperville
- No site address | 01-01-100-001
- Quandt, Walter D & Carol L, Quality KE Property Management PO Box 672, Hampshire
- Dietrich Rd | 01-01-100-002
- Watermann, Patricia L & David R, REVOC Trusts - 45W254 Dietrich Rd, Hampshire
- No site address | 01-02-200-005
- SMART, Michael R Dynasty TR, Trustees - 4N671 IL Route 59, Bartlett
- No site address | 01-02-100-006
- JC Enterprises Properties LLC - 150 Arrowhead Dr
- Arrowhead Dr, Hampshire | 01-02-152-005
- JC Enterprises Properties LLC - 150 Arrowhead Dr
- Arrowhead Dr, Hampshire | 01-02-152-006
- Combined Metals of Chicago LLC - Robert Rolibied
- One Hawk Rd, Hampshire | 01-02-105-002
- Combined Metals of Chicago LLC - Robert Rolibied
- One Hawk Rd, Hampshire | 01-02-100-012

LUDWIG

Northern Parcels Neighbors (north of Dietrich)

Please see below for the list of neighbors within 250' of both sites north of I-90.

Ernie,

From: Ernie.Pitron@chicago.com
 Sent: Wednesday, October 12, 2022 4:57 PM
 To: Ernie Pitron; John @ Chicago Suburban
 Subject: RE: LB Anderson Packet Review

Kowalczyk, Jimmy @ Chicago Suburban <jimmy.kowalczyk@chicago.com>
 Wednesday, October 12, 2022 4:57 PM
 To: Ernie Pitron; John @ Chicago Suburban
 Subject: RE: LB Anderson Packet Review

Ernie Pitron

- Agree Convenience #1 LLC – Thortons LLC 2600 James Thorton Way, Louisville, KY 40245
- No site address | 01-02-153-006
 - Ripple Creek Inv of Chicago LLC – PO Box 144, Lafox, IL 60147
- No site address | 01-02-100-006
 - SMRT, Michael R Dynasty TR, Trustee – 4N571 IL Route 59, Bartlett
- No site address | 01-02-200-005
 - Watermann, Patricia L & David R, REVOC Trusts – 45W254 Dietrich Rd, Hampshire
- 45W254 Dietrich Rd, Hampshire | 01-02-200-006
 - Dennis, Mark & Anna – Mark A & Anna A Dennis – 45W254 Dietrich Rd, Hampshire
- 45W169 Dietrich Dr, Hampshire | 01-02-400-010
 - Bakka, Roger & Sharon – 45W169 Dietrich Rd, Hampshire
- No site address | 01-02-400-005
 - WHEELING TRUST & SAVINGS BANK, TRUSTEE, TRUST: TR # CT40076341 CHICAGO TITLE LAND TRUST COMPANY 10 S LASALLE ST STE 2750 CHICAGO, IL, 60603-1108

Jimmy Kowalczyk
 Vice President
 CBRE | Advisory & Transaction Services
 Industrial & Logistics
 700 Commerce Dr, Suite 450 | Oak Brook, IL 60523
 T +1 630 368 5548 | C +1 847 682 8511
jimmy.kowalczyk@cbre.com

Follow CBRE: [CBRE.com](https://www.cbre.com) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

From: Ernie Pirron <ernie@lbandersen.com>
Sent: Wednesday, October 12, 2022 8:13 AM
To: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>; Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Subject: FW: LB Andersen Packet Review



Good Morning,
 Please review the attached and note 2 below, this is found on Page 11 of each packet. I will need you to help me find this information for both properties. We will handle items 1 & 3 from below.

Thanks.

Ernie Pirron
 LB Andersen
 104 S. Wynstone Park Drive
 N. Barrington, IL. 60010
 Phone: 847-381-9080
 Mobile: 847-514-0428

Rate 2020	Rate 2021	Taxable Amount	Rate 2021	Tax 2021	Parcel Number	01-02-300-008	NA																																							
0.00000	0.00000	0.00	0.00000	0.00	<p>Late Payment Schedule</p> <p>Jan 2 thru Oct 1 0.00000</p> <p>Jul 2 thru Aug 1 0.00000</p> <p>Apr 2 thru Sep 1 0.00000</p> <p>Oct 2 thru Oct 31 0.00000</p> <p>Payments go to after Oct. 3, 2021: Please see instructions, on reverse side, by LATE PAYMENTS</p> <p>Mail To: HARRIS TRUST & SAVINGS BANK, T TRUST IN S HD-4001 WARD & LIGGETT 100 S WASHINGTON PARK DRIVE NORTH BARRINGTON, IL 60060-0007</p> <p>Property Location: 48300 US HIGHWAY 20 HAWKSPUR, IL</p> <table border="1"> <tr> <td>Township</td> <td>Yr Code</td> <td>Acres</td> </tr> <tr> <td>NA</td> <td>00000</td> <td>00.0000</td> </tr> <tr> <td>Yr Code</td> <td>Dist of Tax Code</td> <td>Parceled Yr</td> </tr> <tr> <td>7.00000</td> <td></td> <td></td> </tr> <tr> <td>First Assessment Yr</td> <td>Second Assessment Yr</td> <td></td> </tr> <tr> <td>Assessment</td> <td>Assessment</td> <td></td> </tr> <tr> <td>Family</td> <td>Family</td> <td></td> </tr> <tr> <td>Other Fees</td> <td>Other Fees</td> <td></td> </tr> <tr> <td>Total Due</td> <td>Total Due</td> <td></td> </tr> <tr> <td>0.00</td> <td>0.00</td> <td></td> </tr> <tr> <td>DUE BY 08/01/22</td> <td>DUE BY 08/01/22</td> <td></td> </tr> </table>		Township	Yr Code	Acres	NA	00000	00.0000	Yr Code	Dist of Tax Code	Parceled Yr	7.00000			First Assessment Yr	Second Assessment Yr		Assessment	Assessment		Family	Family		Other Fees	Other Fees		Total Due	Total Due		0.00	0.00		DUE BY 08/01/22	DUE BY 08/01/22								
Township	Yr Code	Acres																																												
NA	00000	00.0000																																												
Yr Code	Dist of Tax Code	Parceled Yr																																												
7.00000																																														
First Assessment Yr	Second Assessment Yr																																													
Assessment	Assessment																																													
Family	Family																																													
Other Fees	Other Fees																																													
Total Due	Total Due																																													
0.00	0.00																																													
DUE BY 08/01/22	DUE BY 08/01/22																																													
0.00000	0.00000	0.00	0.00000	0.00			<table border="1"> <tr> <td>NET GROSS VALUE</td> <td>297,007.00</td> </tr> <tr> <td>LAND VALUE</td> <td>80,100.00</td> </tr> <tr> <td>+ BUILDING VALUE</td> <td>0.00</td> </tr> <tr> <td>- HOME IMPROVEMENTS</td> <td>0.00</td> </tr> <tr> <td>+ ADDED VALUE</td> <td>00,100.00</td> </tr> <tr> <td>X STATE DEDUCTION</td> <td>1,000.00</td> </tr> <tr> <td>= ADJUSTED VALUE</td> <td>80,100.00</td> </tr> <tr> <td>- HOMEOWNERS EXEMPTION</td> <td>0.00</td> </tr> <tr> <td>- SENIOR EXEMPTION</td> <td>0.00</td> </tr> <tr> <td>- OTHER EXEMPTION</td> <td>0.00</td> </tr> <tr> <td>+ PARCELS</td> <td>1,222.00</td> </tr> <tr> <td>+ PARCELS</td> <td>1,222.00</td> </tr> <tr> <td>= NET GROSS VALUE</td> <td>81,322.00</td> </tr> <tr> <td>X TAX RATE</td> <td>7.00000</td> </tr> <tr> <td>= CURRENT TAX</td> <td>\$7,737.40</td> </tr> <tr> <td>+ NET AD VALORUM TAX</td> <td>0.00</td> </tr> <tr> <td>+ STATE TAX / FEE / FRY</td> <td>0.00</td> </tr> <tr> <td>- OTHER FEES / FEE</td> <td>0.00</td> </tr> <tr> <td>= TOTAL TAX DUE</td> <td>\$7,737.40</td> </tr> </table>		NET GROSS VALUE	297,007.00	LAND VALUE	80,100.00	+ BUILDING VALUE	0.00	- HOME IMPROVEMENTS	0.00	+ ADDED VALUE	00,100.00	X STATE DEDUCTION	1,000.00	= ADJUSTED VALUE	80,100.00	- HOMEOWNERS EXEMPTION	0.00	- SENIOR EXEMPTION	0.00	- OTHER EXEMPTION	0.00	+ PARCELS	1,222.00	+ PARCELS	1,222.00	= NET GROSS VALUE	81,322.00	X TAX RATE	7.00000	= CURRENT TAX	\$7,737.40	+ NET AD VALORUM TAX	0.00	+ STATE TAX / FEE / FRY	0.00	- OTHER FEES / FEE	0.00	= TOTAL TAX DUE	\$7,737.40
NET GROSS VALUE	297,007.00																																													
LAND VALUE	80,100.00																																													
+ BUILDING VALUE	0.00																																													
- HOME IMPROVEMENTS	0.00																																													
+ ADDED VALUE	00,100.00																																													
X STATE DEDUCTION	1,000.00																																													
= ADJUSTED VALUE	80,100.00																																													
- HOMEOWNERS EXEMPTION	0.00																																													
- SENIOR EXEMPTION	0.00																																													
- OTHER EXEMPTION	0.00																																													
+ PARCELS	1,222.00																																													
+ PARCELS	1,222.00																																													
= NET GROSS VALUE	81,322.00																																													
X TAX RATE	7.00000																																													
= CURRENT TAX	\$7,737.40																																													
+ NET AD VALORUM TAX	0.00																																													
+ STATE TAX / FEE / FRY	0.00																																													
- OTHER FEES / FEE	0.00																																													
= TOTAL TAX DUE	\$7,737.40																																													
0.00000	0.00000	0.00	0.00000	0.00	<p>2021 Kane County Real Estate Tax Bill Michael J. Kilbourne, MBA 719 S. Batavia Avenue, Bldg. A Geneva, IL 60134</p>																																									
0.00000	0.00000	0.00	0.00000	0.00			<p>TOTAL 0.00000</p> <p>TOTAL 0.00000</p>																																							

TICOR TITLE INSURANCE

Policy of Title Insurance

American Land
Title Association
Owner's Policy
(10-17-92)

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;

2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

Issued by:
TICOR TITLE INSURANCE COMPANY
100 S. MAIN STREET, SUITE 100
CRYSTAL LAKE, IL 60014
(815) 356-3500

TICOR TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary



Authorized Signatory

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A

AMOUNT OF INSURANCE: \$5,357,259.50

DATE OF POLICY: APRIL 8, 2004

1. NAME OF INSURED:

HARRIS TRUST AND SAVINGS BANK OF BARRINGTON AS TRUSTEE UNDER PROVISION OF TRUST AGREEMENT DATED APRIL 8, 2004 AND KNOWN AS TRUST NO. HFB-1464

2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FREE SIMPLE, UNLESS OTHERWISE NOTED.

**3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
THE INSURED.**

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

NONE

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

ENCLOS

HAT 04/09/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTHERLY 739.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL NUMBER N-4B-27, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27, ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDING FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL NUMBER N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CR182

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A (CONTINUED)

QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,248.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 BEING ALONG A CURVE TO THE LEFT A DISTANCE OF 1,054.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES, TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

THE FOREGOING HISTORICAL RECORD LEGAL DESCRIPTIONS OF LAND INTENDING TO BE THE SAME AND BEING THE SAME AS THE LAND DESCRIBED IN PLATS OF SURVEY DATED MARCH 9, 2004, LAST REVISED APRIL 6, 2004, DESIGNATED AS JOB NUMBERS 040048 AND 040049-1, MADE BY WILLIAM J. VANDERSTAPPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2709, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 733.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP AND RANGE AFORESAID LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL N-4B-37, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27.1 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS AS CASE NUMBER 87-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

000000

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A (CONTINUED)

-----CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER-57-441 IN THE TOWNSHIP OF -----
HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING ALONG A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPCLAS2

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE B

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.**
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.**
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.**
- (4) ANY LIENS, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.**
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.**

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

- A 1. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-03-476-020 (AFFECTS THAT PART OF PARCEL ONE IN SECTION THREE)

- B 2. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-02-400-012 (AFFECTS PART OF PARCEL TWO)

- C 3. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-02-300-008 (AFFECTS PART OF PARCEL TWO)

- D 4. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-02-300-017 (AFFECTS PARCELS THREE AND FOUR)

CPOL823

NEXT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE B

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

- 5. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**
PERMANENT INDEX NUMBER(S): 01-02-300-011 (AFFECTS PART OF PARCEL ONE IN SECTION TWO)
- 6. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**
PERMANENT INDEX NUMBER(S): 01-02-300-012 (AFFECTS PART OF PARCEL ONE IN SECTION TWO)
NOTE: 2002 TAXES IN THE AMOUNT OF \$74.22 HAVE BEEN PAID.
- 7. GRANT MADE BY HUGENE COON TO ILLINOIS NORTHERN UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, DATED AUGUST 30, 1937 AND RECORDED DECEMBER 15, 1937 AS DOCUMENT 417313 UPON AND OVER THE SOUTH AND EAST SIDES OF THE HIGHWAYS ALONG THE NORTH AND WEST SIDE OF GRANTORS PROPERTY IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 AND THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2 AND ON THE NORTH SIDE OF THE HIGHWAY ALONG THE SOUTH SIDE IN THE SOUTHWEST 1/4 OF SECTION 2 AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3 HEREAFTER DESCRIBED.**
(AFFECTS PARCELS ONE AND TWO)
- 8. LIENS WHICH MAY HAVE BEEN CREATED BY UNRECORDED ORDINANCES ESTABLISHING A SPECIAL DRAINAGE AREA, IF ANY.**
- 9. EASEMENT GRANTED BY GRAND PREMIER TRUST COMPANY T/U/T/A DATED OCTOBER 23, 1986 TRUST NUMBER 78-166, GRANTOR, IN FAVOR OF NICOR GAS COMPANY, NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 2000-026711, AFFECTING THE THERETIN DESCRIBED LAND.**
(AFFECTS THE NORTH HALF OF HIGGINS ROAD LYING SOUTHERLY AND ADJOINING PARCEL ONE)
- 10. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.**
- 11. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.**
- 12. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY**

CPCLDR

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE B

**EXCEPTIONS FROM COVERAGE--
(CONTINUED)**

CROSS THE PREMISES.

- AC 13. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND.**
- AD 14. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.**

*****END*****

CGCL228

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
POLICY SIGNATURE PAGE**

ORDER NO.: 2000 000059429 KA

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

TICOR TITLE INSURANCE COMPANY

BY 
AUTHORIZED SIGNATORY

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 2000 000059429 KA**

ISSUED BY

TICOR TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 4

**GENERAL EXCEPTION NUMBERS 1, 4 AND 5 OF SCHEDULE B OF THIS POLICY ARE HEREBY
DELETED.**

**THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.**

**END
MAT**

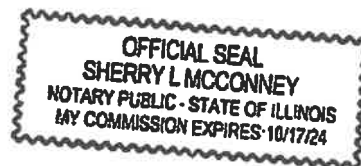
DISCLOSURE STATEMENT

Beneficiaries for Chicago Trust a/k/a Harris Trust 1464 dated April 8, 2004, for the property known as the SMRT Property are listed below:

L.B Andersen and Co., Inc.	18%
Light Real Estate LLC	74.75%
WS Trust	3.75%
Light Trust	3.5%

Subscribed and Sworn before me
this 19th day of April, 2023.


Notary Public



State of Illinois)
) SS
County of ~~Kane~~)
 Lake

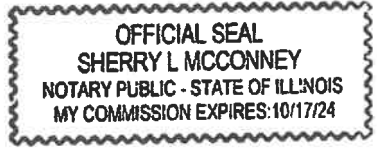
I, the undersigned, a Notary Public, in and for said County in the state aforesaid, do hereby certify that
Daniel B Light

_____pers
onally known to me to be the same person(s) whose names are subscribed in the foregoing instrument,
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of July, A.D., 2023

(Notary Stamp)

Sherry L McConney
NOTARY PUBLIC



* * * * *

FOR VILLAGE USE ONLY:

Received: 7-24-23
Date

Lenik Vasey
Signature

**FINDINGS OF FACT AND RECOMMENDATION
OF THE VILLAGE OF HAMPSHIRE PLANNING
AND ZONING COMMISSION TO BE SUBMITTED
TO THE HAMPSHIRE VILLAGE BOARD OF
TRUSTEES FOR FINAL ACTION**

**RE: REQUEST TO HAVE CERTAIN SPECIAL USE PERMITS
GRANTED FOR PROPERTY LYING IN THE O-M DISTRICT
UPON ANNEXATION**

The Village of Hampshire (the “Village”) Planning and Zoning Commission (the “PZC”) on August 14, 2023 recommended that the Village’s Corporate Authorities **DENY** the Applicants’ application for a Special Use Permit (the “SUP”) as more specifically set forth in the attached application for the real property (the “Subject Property”) legally described and depicted on Group Exhibit A (attached hereto and incorporated herein) based on the following facts presented by the Applicant (as defined below) or otherwise taken by the PZC:

1. Various business entities under the control of Chicago Title and Trust Company as Successor Trustee to Harris Trust and Savings Bank of Barrington, (as trustee under provisions of Trust Agreement dated April 8, 2004, and known as Trust No. HTB-1464 for the Shirelands and Light Real Estate LLC as beneficiaries); L. B. Anderson & Co., Inc., and Leah Rae Light (as trustee of WS-Trust) (collectively, the “Applicant”) by and through its attorney applied and requested that the Subject Property, after being rezoned from the E-1 Estate District (“E-1 District”) to the O-M Office and Restricted Manufacturing District (“O-M District”), be granted a special use permit. Applicant’s application filed before the PZC is Group Exhibit A.
2. The Subject Property is owned and operated by the Applicant.
3. The Applicant, as set forth above, seeks to annex the Subject Property into the corporate limits of the Village. The annexation must occur for the rezoning to take place pursuant to the application. Section 11-15.1-2 of the [Illinois] Municipal Code (the “Municipal Code”) allows parties, such as the Village and the Applicant, to enter into annexation agreements which may contain provisions addressing land use controls such as the granting of the special use permit as contemplated herein. Applicant also, concurrently herewith, seeks the approval of the Corporate Authorities of the Village of an annexation agreement to govern Applicant’s, and Applicant’s successors redevelopment of the Subject Property.
4. Division 13 of the Illinois Municipal Code and Section 6-14-3 of the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Code”) establishes notification requirements including the publication of notice in a local newspaper and mailing of notices to neighboring property owners.

Evidence was taken by the PZC that all notifications were made in accordance with all applicable laws.

5. The Applicant and its agents, attorney, employee, engineers, and contractors provided credible evidence in support of the application. This included demonstrative evidence, including and without limitation a power point presentation, testimonial evidence, and documentation.
6. The Applicant received and answered questions from the PZC, the public and Village staff in attendance at the meeting on August 14, 2023 regarding the Application. The public was given the opportunity to present evidence including a power point presentation with an audio component. A copy of the certified transcript of proceedings from the August 14, 2023 meeting is attached hereto and incorporated herein by this reference as Exhibit B.
7. The PZC, based on the evidence presented by the Applicant and other facts set forth in Exhibit B hereby makes additional findings of fact addressing each of those standards reviewed in an analysis to be undertaken by the PZC in granting or denying an SUP such as the one at issue:
 - a. **That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.** Evidence was offered that the SUP may be detrimental to the health and welfare of the residents of the Village with increased truck traffic and pollution.
 - b. **That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and will not substantially diminish and impair property values within the neighborhood.** Evidence was offered that Subject Property if developed under the parameters of the SUP would diminish surrounding property values
 - c. **That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.** Evidence was offered that there was a horse farm and some residential properties existing next to the Subject Property.
 - d. **That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.** As there are no end users for the Subject Property now, evidence regarding this factor has not been tendered.

- e. **That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.** It is premature to answer this question as there are no known end users at the Subject Property. The Applicant has stated, and there are covenants in the annexation agreement that require the Applicant or its successors to ensure all utilities will be cited for the then forthcoming.
- f. **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** Despite there being a traffic study, Applicant stated that it would be required to design traffic patters and ingress and egress to the site and would do so when end users are identified. As such, no evidence was presented on this matter.
- g. **That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the board of trustees pursuant to the recommendations of the Planning and Zoning Commission.** Applicant could not confirm that it or its successors would adhere to the remaining standards of law.

CONCLUSIONS AND RECOMMENDATION(S)

Testimony and other evidence offered at the August 14, 2023 public hearing demonstrated that the SUP would not be in furtherance of the public health, safety, and welfare, that the SUP would NOT be in the best interests of the Village, and that they are NOT in conformity with the surrounding community. A member of the PZC recommended that each end user for the Subject Property present its proposed end use on the subject property. Accordingly, the PZC recommends DENYING the SUP and dispatches these findings to the Village of Hampshire Board of Trustees in compliance with the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois.

Chairman of the PZC for the Village of Hampshire

GROUP EXHIBIT A
APPLICATIONS

EXHIBIT B
PZC TRANSCRIPT

LUDWIG



Village of Hampshire
234 S. State Street, Hampshire, IL 60140
Phone: 847-683-2181 • www.hampshireil.org

Zoning Review Application

Date: July 24, 2023

The Undersigned respectfully petitions the Village of Hampshire to review and consider granting the following approval(s) on the land herein described.
(check all that apply)

- Variance*
- Special Use Permit*
- Rezoning from E-1 District to O-M District (ex. M1 to M2)*
- Annexation
- Subdivision - Concept Plan Review
- Subdivision - Preliminary Plan Review
- Subdivision - Final Plan Review
- Other Site Plan: _____

*requires a 15-30 day public notice period

PART I. APPLICANT INFORMATION

APPLICANT (Please print or type)

Name: Light Real Estate by Daniel B. Light Email: lightfarms@aol.com
Address: 104 S. Wymstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

CONTACT PERSON (If different from Applicant)

Name: Ernie Pirron Email: ernie@lbandersen.com
Address: 104 S. Wymstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

YES NO

If the Applicant is not the owner of the subject property, a written statement from the Owner authorizing the Applicant to file the Development Application must be attached to this application.

IS THE APPLICANT AND/OR OWNER A TRUSTEE/BENEFICIARY OF A LAND TRUST?

YES NO

If the Applicant and/or owner of the subject property is a Trustee of a land trust or

beneficiaries of a land trust, a Disclosure Statement identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto.

PART II. PROPERTY INFORMATION

Name of Development (if any): Ludwig Property
Address: North of Dietrich Road in Hampshire Township (Kane Co.) and Coral Township
Parcel Number(s): 17-35-300-015, 17-35-400-011, 01-02-200-001, 01-02-100-002, 01-02-200-004
Total Area (acres): 164 Acres
Legal Description: must be attached to this application
Fire Protection District: Hampshire
School District: District 300
Library District: Ella Johnson Library
Park District: Hampshire
Township: Hampshire
Current Zoning District: F-Farming

Current Use:

Farm land - 0021

Proposed Zoning/Variance/Use:

O-M, Logistics, Warehousing
Special use - See attached
O-M - Proposed Zoning
Logistics, Warehousing - Proposed use

Reason/Explanation for Zoning/Variance/Use:

Annexing to Village
Develop Property for Warehousing Logistics use

PART III. REQUIRED DOCUMENTATION

From chart on next page

- Signed Development Application
- Signed Developer's Agreement (Attachment A)
- Deposit/Fee \$ 40,000.00
(see Village Ordinances and Requirements section)
- Proof of Ownership or Option
- Legal Description of Property - Plat of Survey
- List of property owners within 250 ft with parcel numbers (Attachment B)
(see Attachment C for an example notification letter)
- Concept Plan - see Subdivision Regulations for more information
- Preliminary Plan - see Subdivision Regulations for more information
- Final Plan - see Subdivision Regulations for more information
- Site Plan
- Landscape Plan: Preliminary or Final
- Architectural Elevations
- Petition for Annexation
- Plat of Annexation
- Soil & Water Conservation District Land Use Opinion - See Kane-DuPage SWCD webpage
- Other Special use request; see next page

Needed documentation may vary depending on the specific circumstances of the application. Therefore, staff may require additional documentation after initial review (e.g., fiscal impact study, endangered species report, wetland report etc.).

I, Daniel B. Light, herby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.


Signature

7/24/23
Date



PHONE: (847) 381-9080
FAX: (847) 381-9089

104 S. WYNSTONE PARK DRIVE, NORTH BARRINGTON, IL 60010

Petitioner requests the following special uses:

1. Pursuant to the special use that provides as follows:

“Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses allowable in this section, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare, or heat.”

Petitioner requests as a special use the Village to specify that all storage of property including trailers shall not be required to be located in completely enclosed buildings or structures.

2. Building materials sales and storage.
3. Cartage and express facilities.
4. Electrical, lighting, and wiring equipment.
5. Food manufacture, packaging, and processing.
6. Ground mounted Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of this Code.
7. Planned developments.



SINCE 1921...SPECIALISTS IN SALE OF FARMS, ESTATES, AND VACANT LAND FOR INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL DEVELOPMENT

Standard Required Documentation

	Variance	Special Use Permit	Rezoning	Annexation	Concept Plan	Preliminary Plan	Final Plan	Other
Application	X	X	X	X	X	X	X	X
Deposit	X	X	X	X	X			X
Developer's Agreement	X	X	X	X	X			X
Proof of Ownership or Option	X	X	X	X		X		X
Legal Description - Plat of Survey	X	X	X	X		X		X
List of Property Owners	X*	X	X			X		
Architectural Elevations	X	X				X		
Petition for Annexation				X				
Plat of Annexation				X				
Site Plan	X	X	X	X		X		X
Landscape Plan		X				X	X	X
Conservation District Land Use Opinion	X*	X	X	X		X		
Concept Plan					X			
Preliminary Plan						X		
Final Plan							X	

*Not required for variances strictly for signage

--
--
--

**Attachment A - Developer's Agreement
Developer's Agreement with Respect to Development Fees and Deposits**

The undersigned Developer acknowledges that he/she/it has filed a ZONING REVIEW APPLICATION with the Village, requesting Annexation, OM Zoning & Special uses and further, acknowledges that the Village Code requires that he/she reimburse the Village for all professional fees incurred for engineering, legal, consultant, and other outside services in regard to this application and all other matters related to the proposed development or zoning request. The Developer agrees to be bound by the terms of the Village Code in this regard.

The Developer also is required to, and hereby does, submit a fee or deposit, to be held by the Village to secure reimbursement of such funds as applicable, in accordance with the current schedule of fees and deposits required by the Village for the type of land use action requested. Said deposit shall be held as security for payment of fees and will be applied by the Village to payment of such fees upon default by Developer. Any balance remaining, after payment of all such fees, including reasonable attorney fees and court costs incurred by the Village in discussing, negotiating, or enforcing the terms of this Agreement, shall be returned to Developer. Any interest earned on funds on deposit shall accrue to the Village.

By: 
Signature

7/24/23
Date

RECEIPT OF INITIAL FEE DEPOSIT ACKNOWLEDGED BY VILLAGE CLERK

Signature

Date

This form must be executed and accompany all Development Applications. No Application will be accepted or processed without this completed form.

**Attachment B - Affidavit of Notification
Affidavit of Notification to Neighboring Property Owners**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: Light Real Estate

Date: 7/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at Dietrich Road in Hampshire Township (Kane Co.) and Canal Township.

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
<u>SEE ATTACHED</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attached additional sheets, if necessary.

By: Daniel B. Light
Name


Signature

Attachment C - Example Notification Letter
DO NOT RETURN THIS TO THE VILLAGE -
FOR YOUR USE IN DRAFTING LETTERS

Every applicant for rezoning, special use, and/or variance, is required to notify neighboring property owners within two-hundred fifty feet (250') of the property for the proposed zoning relief. Applicants should provide the neighboring property owners with a brief description of the proposed project and a copy of the development plan to help neighboring property owners better understand what is being proposed in their neighborhood (On Applicant's Letterhead)

EXAMPLE OF NOTIFICATION / INFORMATION LETTER

Dear Neighbor:

(Applicant Name) has submitted an application to the Village of Hampshire for (type of application) to allow (describe project, use of land, number of units, etc.) on the property located at North of Dietrich Road in Hampshire Township (Kane Co.) and Coral Township. A copy of the site plan is enclosed for your information.

The Village of Hampshire is currently reviewing our application material, including the site plan. If you have any concerns or questions about the proposed development of the property, you are encouraged to call (contact for the Applicant) at (Contact's telephone number). You will also have an opportunity to comment about the proposed development at the Hampshire Planning and Zoning Commission meeting scheduled for (Date of Planning and Zoning Commission meeting) at 7:00 p.m.

Sincerely, (Applicant)



Village of Hampshire
 234 S. State Street, Hampshire IL 60140
 Phone: 847-683-2181 www.hampshireil.org

Petition for Annexation

Date: July 24, 2023

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS

The undersigned petitioners,

Name	Address	E-Mail-Address
<u>Daniel B. Light</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u>lightfarms@aol.com</u>
<u>Light Real Estate</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u>ernie@lbandersen.com</u>
<u>WS Trust</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u>spirron@aol.com</u>

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
<u>Light Trust</u>	<u>104 S. Wynstone Park Drive North Barrington, IL. 60010</u>	<u></u>
<u>* See attached signature sheets</u>	<u></u>	<u></u>

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
<u>17-35-300-015</u>	<u></u>	<u>Coral</u>	<u>Huntley</u>	<u>District 158</u>
<u>17-35-400-011</u>	<u></u>	<u>Coral</u>	<u>Huntley</u>	<u>District 158</u>
<u>01-02-200-001</u>	<u></u>	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

(Ludwig) Land to be Annexed cont.

01-02-100-002	Hampshire	Hampshire	District 300
01-02-200-004	Hampshire	Hampshire	District 300

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By:

Daniel B. Light

Name

Name

Name

 _____

Signature

Signature

Signature

For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

**Attachment B - Affidavit of Notification
 Affidavit of Notification to Neighboring Property Owners**

**OWNERSHIP &
SIGNATURE**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: LIGHT REAL ESTATE

Date: 07/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at NORTH OF DIETRICH ROAD IN HAMPSHIRE TOWNSHIP (KANE CO) & CORAL TOWNSHIP

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
17-35-400-011	Light Real Estate LLC Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
01-02-200-001	WS Trust Leah Rae Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
01-02-100-002	Light Trust Leah Rae Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
01-02-200-004	Light Real Estate LLC Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
17-35-300-015	Light Real Estate LLC Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010
17-35-300-015	No electors on land Daniel B. Light	104 S. Wynstone Park Drive North Barrington, IL. 60010

Attached additional sheets, if necessary.

By:

See attached signature sheet
Name


Signature

Attachment B - Affidavit of Neighboring
 Affidavit of Notification to Neighboring Property Owners

OWNERSHIP &
 SIGNATURE

To: Village of Hampshire 294 S. State Street Hampshire, IL 60140

From: L. B. ANDERSE

and Date: 07/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

NOETH OF DIETRICH ROAD IN HAMPSHIRE
 The property is located at TOWNSHIP (KANE CO) & CORAL TOWNSHIP

PROPERTY INDEX #	PROPERTY OWNER	SIGNATURE
17-35-400-011	Light Real Estate LLC	<u>Daniel Light</u>
01-02-200-001	Daniel B. Light WS Trust	<u>Daniel Light</u>
01-02-100-002	Leah Rae Light Light Trust	<u>Leah Rae Light</u>
01-02-200-004	Leah Rae Light Light Real Estate LLC	<u>Leah Rae Light</u>
17-35-300-015	Daniel B. Light Light Real Estate LLC	<u>Daniel Light</u>
17-35-300-015	Daniel B. Light No electors on land	<u>Daniel Light</u>
	Daniel B. Light	<u>Daniel Light</u>

Attached additional sheets, if necessary.

By:
DANIEL LIGHT
 Name

Daniel Light
 Signature

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By: DANIEL LIGHT
Name

[Handwritten Signature]
Signature

Name

Signature

Name

Signature

For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

Legal Description
Ludwig Property

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, IN TOWNSHIP 43 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 21.84 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 1,303.41 FEET TO THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,325.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 02 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 753.58 FEET TO THE CENTERLINE OF A CREEK; THENCE NORTH 81 DEGREES 48 MINUTES 56 SECONDS EAST ALONG SAID CENTERLINE, 57.17 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 36 SECONDS EAST ALONG SAID CENTERLINE, 251.65 FEET; THENCE SOUTH 81 DEGREES 26 MINUTES 16 SECONDS EAST ALONG SAID CENTERLINE, 182.62 FEET; THENCE SOUTH 78 DEGREES 41 MINUTES 41 SECONDS EAST ALONG SAID CENTERLINE, 140.64 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 21 SECONDS EAST ALONG SAID CENTERLINE, 370.32 FEET; THENCE SOUTH 77 DEGREES 26 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID CENTERLINE, 104.40 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 17 SECONDS EAST ALONG SAID CENTERLINE, 676.66 FEET; THENCE SOUTH 67 DEGREES 27 MINUTES 51 SECONDS EAST ALONG SAID CENTERLINE, 492.33 FEET; THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS EAST ALONG SAID CENTERLINE, 119.77 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST (MEAS. = SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST), 266.03 TO THE PLACE OF BEGINNING, IN MCHEERY COUNTY, ILLINOIS.

PARCEL 2:

PART OF THE EAST HALF OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

TICOR TITLE INSURANCE

Policy of Title Insurance

**American Land
Title Association
Owner's Policy
(10-17-92)**

**SUBJECT TO THE EXCLUSIONS FROM
COVERAGE, THE EXCEPTIONS FROM
COVERAGE CONTAINED IN SCHEDULE B
AND THE CONDITIONS AND STIPULA-
TIONS, TICOR TITLE INSURANCE COM-
PANY, a California corporation, herein called
the Company, insures, as of Date of Policy
shown in Schedule A, against loss or damage,
not exceeding the amount of insurance stated
in Schedule A, sustained or incurred by the
insured by reason of:**

1. Title to the estate or interest described in
Schedule A being vested other than as
stated therein;

2. Any defect in or lien or encumbrance on the
title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the
land.

The Company will also pay the costs,
attorneys' fees and expenses incurred in
defense of the title, as insured, but only to the
extent provided in the Conditions and
Stipulations.

This policy shall not be valid or binding until
countersigned below by an authorized signa-
tory of the Company.

Issued by:
TICOR TITLE INSURANCE COMPANY
100 S. MAIN STREET, SUITE 100
CRYSTAL LAKE, IL 60014
(815) 356-3500

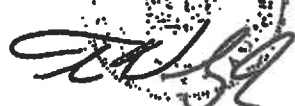
TICOR TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary

Authorized Signatory



TICOR TITLE INSURANCE COMPANY .
OWNER'S POLICY (1992)

POLICY NO.: 2000 000678000 SM

SCHEDULE A

AMOUNT OF INSURANCE: \$2,500,000.00

DATE OF POLICY: JULY 9, 2004

1. NAME OF INSURED:

DANIEL B LIGHT AS TO AN UNDIVIDED 42.43% INTEREST TENANT IN COMMON, LB ANDERSEN & CO. INC. AS TO AN UNDIVIDED 35.47% TENANT IN COMMON INTEREST, WS TRUST AS TO AN UNDIVIDED 11.52% TENANT IN COMMON INTEREST AND LIGHT TRUST AS TO AN UNDIVIDED

CONTINUED ON NEXT PAGE

2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE INSURED.

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

NONE

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE D IS ATTACHED.

CPCLAIN

DTG 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 EN

SCHEDULE A (CONTINUED)

.... **10.58 TENANT IN COMMON INTEREST**
FEE AS TO PARCELS 1 THROUGH 4.
NON-EXCLUSIVE BASEMENT AS TO PARCEL 5.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

00CLAS2

DTG 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, IN TOWNSHIP 43 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 21.84 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 1,303.41 FEET TO THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,325.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 02 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 753.58 FEET TO THE CENTERLINE OF A CREEK; THENCE NORTH 81 DEGREES 48 MINUTES 56 SECONDS EAST ALONG SAID CENTERLINE, 57.17 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 36 SECONDS EAST ALONG SAID CENTERLINE, 251.65 FEET; THENCE SOUTH 81 DEGREES 26 MINUTES 16 SECONDS EAST ALONG SAID CENTERLINE, 182.62 FEET; THENCE SOUTH 78 DEGREES 41 MINUTES 41 SECONDS EAST ALONG SAID CENTERLINE, 140.64 FEET; THENCE SOUTH 75 DEGREES 13 MINUTES 21 SECONDS EAST ALONG SAID CENTERLINE, 370.32 FEET; THENCE SOUTH 77 DEGREES 26 MINUTES 11 SECONDS EAST ALONG SAID CENTERLINE, 306.07 FEET; THENCE SOUTH 82 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID CENTERLINE, 104.40 FEET; THENCE SOUTH 87 DEGREES 20 MINUTES 17 SECONDS EAST ALONG SAID CENTERLINE, 676.66 FEET; THENCE SOUTH 67 DEGREES 27 MINUTES 51 SECONDS EAST ALONG SAID CENTERLINE, 492.33 FEET; THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS EAST ALONG SAID CENTERLINE, 119.77 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 12 SECONDS WEST (MEAS. - SOUTH 00 DEGREES 16 MINUTES 16 SECONDS WEST), 266.03 TO THE PLACE OF BEGINNING, IN CHERRY COUNTY, ILLINOIS.

PARCEL 2: THE EAST HALF OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 3:

LOT 2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY ILLINOIS.

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5:

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPLEASD

DTO 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE A (CONTINUED)

**... THE NORTH 20 FOOT STRIP OF LAND USED FOR SANITARY SEWER PURPOSES (NON-EXCLUSIVE) AS...
FOUND IN EASEMENT AGREEMENT RECORDED AUGUST 31, 1998 AS DOCUMENT NUMBER 98KD78206. ...**

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPOLAR

DTG 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE B

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

A 1. TAXES FOR THE YEAR(S) 2003 AND 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 17-35-300-001

NOTE: 2003 FIRST INSTALLMENT OF \$269.47 IS PAID.

NOTE: 2003 FINAL INSTALLMENT OF \$269.47 NOT DELINQUENT BEFORE SEPTEMBER 21, 2004.

AFFECTS PARCEL 1

B 2. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 17-35-400-007

NOTE: 2003 FINAL INSTALLMENT OF \$362.30 NOT DELINQUENT BEFORE SEPTEMBER 21, 2004.

AFFECTS PARCEL 1 AND OTHER LAND.

CPCLER

DTC 09/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE B

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

C 3. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 01-02-200-001

AFFECTS PARCEL 3

D 4. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 01-02-100-002

AFFECTS PARCEL 2

E 5. TAXES FOR THE YEAR(S) 2004

NOTE: 2004 TAXES NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER(S): 01-02-200-004

AFFECTS PARCEL 4

G 6. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

AC 7. (A) TERMS, PROVISIONS, AND CONDITIONS RELATIVES TO THE EASEMENT DESCRIBED AS PARCEL 5 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

CP01223

DTO 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000678000 SM

SCHEDULE B

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

- H 8. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.**
- I 9. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY CROSS THE PREMISES.**
- J 10. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND.**
- L 11. UNRECORDED FARM LEASE AGREEMENT DATED MARCH 31, 2004 BETWEEN ALAN LUDWIG LESSOR AND KEIM GRAIN FARMS LESSEE.**
- R 12. EASEMENT FOR DRAINAGE DITCH OVER LAND AS CONTAINED IN AGREEMENT DATED SEPTEMBER 24, 1957 AND RECORDED OCTOBER 3, 1957 AS DOCUMENT 329339, AND THE TERMS AND PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS THEREIN CONTAINED.**
- (AFFECTS PARCEL 1)**
- F 13. GRANT OF EASEMENT OF MICHIGAN WISCONSIN PIPE LINE COMPANY, A DELAWARE CORPORATION, TO CONSTRUCT AND MAINTAIN GAS OR OIL PIPE LINES OR APERTURANCES AS GRANTED BY HARLEY WACKBEN AND IDA C. WACKBEN BY INSTRUMENT DATED JANUARY 23, 1949 AND RECORDED JUNE 29, 1949 AS DOCUMENT NO. 629192 IN BOOK 1459, PAGE 215 OF RECORDS OF KANE COUNTY, ILLINOIS. FURTHER DEFINED IN PIPE LINE EASEMENT RECORDED JANUARY 29, 1990 AS DOCUMENT 90K04990 MADE BY AMR PIPELINE COMPANY, FORMERLY KNOWN AS MICHIGAN WISCONSIN PIPE LINE COMPANY., OVER AND ACROSS THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION2, TOWNSHIP 42 NORTH, RANGE 6 FOR THE CONSTRUCTION OF NATURAL GAS PIPE LINE OR LINES. (AFFECTS PARCEL 2 & 3)**
- V 14. EASEMENT AGREEMENT RECORDED AUGUST 31, 1998 AS DOCUMENT NO. 98078266 FOR SANITARY SEWER. (AFFECTS PARCEL 2 & 3)**
- AD 15. DECLARATION OF COVENANT DATED JULY 9, 2004 RECORDED JULY 20, 2004 AS DOCUMENT NO. 2004R0065888 (AFFECTS PARCEL 1 FOR PARTICULARS SEE RECORD)**

000000

DFO 08/04/04 11:02:49

**TICOR TITLE INSURANCE COMPANY
POLICY SIGNATURE PAGE**

ORDER NO.: 2000 000678000 EM

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

TICOR TITLE INSURANCE COMPANY

BY 
AUTHORIZED SIGNATORY

FOURERS

DTG 09/04/04 11:02:49

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 2000 000678000 SM**

ISSUED BY

TICOR TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 4

**GENERAL EXCEPTION NUMBERS 1, 2, 3, 4 AND 5 OF SCHEDULE B OF THIS POLICY ARE
HEREBY DELETED.**

**THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THEREON. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EFFECT THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.**

**SMTP
DTO**

Taxing Body	Rate	Percent	Tax This Year	Tax Last Year
MCHENRY COUNTY	0.037645	8.40	\$32.35	\$39.55
MCHENRY COUNTY PENSION	0.076811	1.91	\$3.85	\$4.50
MCHENRY CO CONSV	0.221944	2.05	\$10.91	\$9.99
COLLEGE DISTRICT 328 MCC	0.329488	4.24	\$16.10	\$15.33
COLLEGE DISTRICT 328 MCC PENSION	0.000115	0.00	\$0.01	\$0.01
SCHOOL DIST 158	5.016187	64.51	\$248.55	\$226.32
SCHOOL DIST 158 PENSION	0.187604	2.41	\$9.22	\$8.46
ATLEY FIRE DIST	0.613639	7.80	\$30.12	\$27.58
ATLEY FIRE DIST PENSION	0.104883	1.35	\$5.15	\$4.88
KUNTLEY AREA LIBRARY	0.292730	3.76	\$14.39	\$13.30
CORAL TOWNSHIP	0.072828	0.94	\$3.58	\$3.31
CORAL TWP RD & BR	0.200161	2.57	\$9.84	\$9.05
TOTAL	7.776495	100.00	\$382.18	\$352.30

MCHENRY COUNTY 2021 REAL ESTATE TAX BILL

LEGAL DESCRIPTION
 DOC 2012R0059821 & 2004R0100269 W PT WY
 1/2 SE 1/4 LYING S OF BOTTERMAN FARMS

ASSESSED TO:
 LIGHT REAL ESTATE LLC ET AL

SITE ADDRESS:
 NA



PP# 17-35-400-011		
Township	Tax Code	Property Class
CORAL TWP	17904	0021
Sub Lot	Acres	
	14.4250	
1st Install	2nd Install	
\$191.09	\$191.09	
Interest	Interest	
Costs	Costs	
Total Paid	Total Paid	
Due By	Due By	
06/06/2022	09/06/2022	

Fair Cash Value	
S/A Value	4,915
S/A Multiplier	1.0285
S/A Equalized Value	4,915
Ord. of Review Value	4,915
Ord. of Review Multiplier	1.0000
Ord. of Review EQ Value	4,915
Home Improv./vet Exemptions	0
State Stamp	1.0000
State Equalized Value	0
Farmstead & Bldg. Value	4,915
Total Am. Prior to Exemptions	4,915
Annual Homestead Exemptions	0
Gr. Freeze Abated Amt.	0
Elderly Homestead Exemption	0
Disabled Vet Homestead Ex.	0
Disabled Person Exemption	0
Returning Veteran Exemption	0
Net Taxable Amount	4,915.00
Local Tax Rate	7.776495
Total Current Year Tax Due	\$382.18

Ludwig

Taxing Body	Rate	Percent	Tax This Year	Tax Last Year
MCHEMRY COUNTY	0.557843	5.48	\$41.55	\$37.39
MCHEMRY COUNTY PENSION	0.078811	1.01	\$4.98	\$5.70
MCHEMRY CO CONSV	0.221044	2.85	\$14.01	\$12.64
COLLEGE DISTRICT 528 MCC	0.328558	4.24	\$70.89	\$19.40
COLLEGE DISTRICT 528 MCC PENSION	0.000118	0.00	\$0.01	\$0.01
SCHOOL DIST 158	0.010187	0.451	\$318.57	\$286.34
SCHOOL DIST 168 PENSION	0.187804	2.41	\$11.54	\$10.73
HUNTLEY FIRE DIST	0.812850	7.68	\$38.58	\$34.89
HUNTLEY FIRE DIST PENSION	0.184983	1.35	\$8.63	\$8.14
HUNTLEY AREA LIBRARY	0.292730	1.78	\$18.48	\$15.83
CORAL TOWNSHIP	0.072838	0.94	\$4.59	\$4.18
CORAL TWP RD & BR	0.250181	2.57	\$12.64	\$11.48
TOTAL	7.775485	100.00	\$490.88	\$448.74

MCHEMRY COUNTY 2021 REAL ESTATE TAX BILL

LEGAL DESCRIPTION
 DOC 2012RR059621 & 2004RD100259 PT E1/2
 2 SW1/4 LYING S OF BOTTERMAN FARMS MEM

ASSESSED TO:
 LIGHT REAL ESTATE LLC ET AL

SITE ADDRESS:
 NA



PIN 17-35-300-016		
Township	Tax Code	Property Class
CORAL TWP	17094	0021
Sub Lot	Acres	
	19.8900	
1st Install	2nd Install	
\$245.44	\$245.44	
Interest	Interest	
Costs	Costs	
Total Paid	Total Paid	
Due By	Due By	
06/06/2022	09/06/2022	

Fair Cash Value	
SIA Value	6,313
SIA Multiplier	1.0265
SIA Equalized Value	6,313
Ord. of Review Value	6,313
Ord. of Review Multiplier	1.0000
Ord. of Review EQ Value	6,313
Home Improv./Nat Exempt	0
State Multiplier	1.0000
State Equalized Value	0
Farmland & Edge. Value	6,313
Total Amt. Prior to Exempt	6,313
Annual Homestead Exempt	0
Sr. Freeze Abated Amt.	0
Elderly Homestead Exempt	0
Disabled Vet Homestead Ex	0
Disabled Person Exempt	0
Returning Veteran Exempt	0
Net Taxable Amount	6,313.00
Local Tax Rate	7.775485
Total Current Year Tax Due	\$490.88

2021 Kansas County Real Estate Tax Bill		Parcel Number		Total		2021		2020		2019	
719 S. Batavia Avenue, Bldg. A Garden, IL 60134		01-02-200-001		121 2271		2021		2020		2019	
Property Location: WEST 83RD STREET 1308 WEST 83RD STREET NORTH BEND, MO 64508		Parcel Number: 01-02-200-001		Assessed Value: \$1,000,000		2021 Total: \$1,000,000		2020 Total: \$1,000,000		2019 Total: \$1,000,000	
2021 Taxable Value: \$1,000,000		2020 Taxable Value: \$1,000,000		2019 Taxable Value: \$1,000,000		2021 Total: \$1,000,000		2020 Total: \$1,000,000		2019 Total: \$1,000,000	
2021 Total: \$1,000,000		2020 Total: \$1,000,000		2019 Total: \$1,000,000		2021 Total: \$1,000,000		2020 Total: \$1,000,000		2019 Total: \$1,000,000	

Date 2020	Tax 2020	Taxing Jurisdiction	2020 Amount	2021 Amount	Parcel Number	07-06-100-006	NA
0.00000	\$0.00	KANE COUNTY	0.00000	\$0.00			NET GROSS VALUE
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			LAND VALUE
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* BLDG VALUE
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* IMPROVEMENTS
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* ASSESSED VALUE
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* SOUTH MIDQUER
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			1.00000
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* EXEMPT VALUE
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* EXEMPT WITH
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* EXEMPT EXEMPTION
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* GREEN EXEMPTION
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* GREEN EXEMPTION
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* HIGHLAND
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			10,437.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* HIGH SCHOOL
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* NET GROSS VALUE
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			10,437.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* TAX RATE
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			7.82991
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* GROSS TAX
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			\$1,192.42
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* LOCAL VOUCHER TAX
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* STATE VOUCHER TAX
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			0.00
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			* TOTAL TAX DUE
0.00000	\$0.00	KANE COUNTY PARSONS	0.00000	\$0.00			\$1,192.42

Late Payment Schedule

	1st	2nd
July 21th - Jul 31	\$400.00	
July 31th - Aug 31	\$400.00	
Aug 31th - Sep 30	\$400.00	\$400.00
Sep 30th - Oct 31	\$400.00	\$400.00
Oct 31th - Nov 30	\$400.00	\$400.00

Payments on or after Oct. 3, 2020. Please see instructions on reverse side for LATE PAYMENTS.

Real Tax
 LEONT REAL ESTATE LLC ET AL.
 104 S LIGHT
 104 S WYCKOFF PARK DRIVE
 NORTH BOSTONTON IL 60110-0037

Property Location:

Township	Tax Code	Area
MA	10000	00000
Tax Rate	Rate of Tax Rate	Parcels Tax
7.82991		
Final Assessment Tax	Special Assessment Tax	
\$881.21	\$311.21	
Adjustment	Adjustment	
Family	Family	
Other Fees	Other Fees	
Total Due	Total Due	
DUE BY 09/01/22	DUE BY 09/01/22	

2021 Kane County Real Estate Tax Bill
 Michael J. Kibourne, MBA
 719 S. Batavia Avenue, Bldg. A
 Geneva, IL 60134

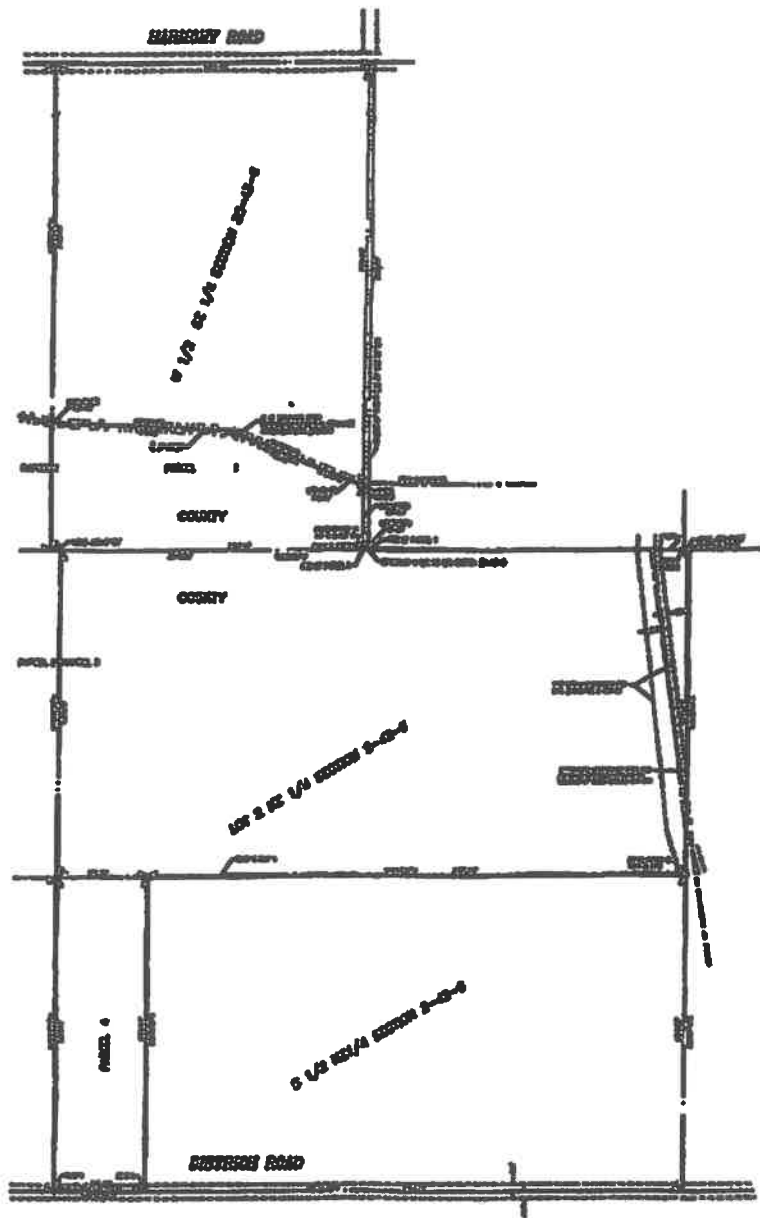
TAXES	GRAND	TOTAL	7,829.91	\$1,192.42
-------	-------	-------	----------	------------

AMOUNT	AMOUNT	ACCOUNT NUMBER	AMOUNT	TAX CODE	Parcel Number	01-02-200-004	TYPE	AMOUNT
0.00000	\$12.00	KANE COUNTY	0.00000	01100			NET CHANG VALUE	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			LAND VALUE	0.00
0.00000	\$2.00	KANE COUNTY PERSON	0.00000	01100			IMPROVEMENT VALUE	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			NON-RESIDENTIAL TAX	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			ADDITIONAL VALUE	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			STANDARD DEDUCTION	1.00000
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			EXEMPT VALUE	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			NON-RESIDENT DEDUCTION	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			CHURCH DEDUCTION	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			GRAND TOTAL	4.00000
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			NET TAXABLE VALUE	4.00000
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			TAX RATE	7.00000
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			CURRENT TAX	\$28.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			NON-RESIDENTIAL TAX	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			CHURCH DEDUCTION	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			LAND VALUE	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			IMPROVEMENT VALUE	0.00
0.00000	\$1.00	KANE COUNTY PERSON	0.00000	01100			NET TAX DUE	\$310.00

Yearship	Tax Code	Acres
1A	1000	11.0000
Year Made	Year at Tax Code	Parcel No
2000		
First Installment Tax	Second Installment Tax	
\$150.00	\$150.00	
Adjustment	Adjustment	
Penalty	Penalty	
Other Fees	Other Fees	
TOTAL DUE	TOTAL DUE	
DUE BY 08/01/22	DUE BY 08/01/22	

2021 Kane County Real Estate Tax Bill
Michael J. Kilbourne, MBA
719 S. Havana Avenue, Bldg. A
Geneva, IL 60134

ALTA/ACSM LAND TITLE SURVEY



NO.	DESCRIPTION	ACRES
1
2
3
4
5
6
7
8
9
10

State of Illinois }
 } SS
County of ~~Kane~~ }
 LAKE }

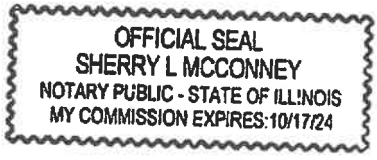
I, the undersigned, a Notary Public, in and for said County in the state aforesaid, do hereby certify that
Daniel B Light

_____ pers
onally known to me to be the same person(s) whose names are subscribed in the foregoing instrument,
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of July, A.D., 2023

(Notary Stamp)

Sherry L McConney
NOTARY PUBLIC



* * * * *

FOR VILLAGE USE ONLY:

Received: 7-24-23
 Date

Leah Vasyl
Signature

SMRT



Village of Hampshire
234 S. State Street, Hampshire, IL 60140
Phone: 847-683-2181 • www.hampshireil.org

Zoning Review Application

Date: July 24, 2023

The Undersigned respectfully petitions the Village of Hampshire to review and consider granting the following approval(s) on the land herein described.
(check all that apply)

- Variance*
- Special Use Permit*
- Rezoning from E-1 District to O-M District (ex. M1 to M2)*
- Annexation
- Subdivision - Concept Plan Review
- Subdivision - Preliminary Plan Review
- Subdivision - Final Plan Review
- Other Site Plan: _____

*requires a 15-30 day public notice period

PART I. APPLICANT INFORMATION

APPLICANT (Please print or type)

Name: Light Real Estate by Daniel Light Email: lightfarms@aol.com
Address: 104 S. Wynstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

CONTACT PERSON (If different from Applicant)

Name: Ernie Piron Email: ernie@lbandersen.com
Address: 104 S. Wynstone Park Drive North Barrington, IL 60010 Phone: 847-381-9080

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

YES NO

If the Applicant is not the owner of the subject property, a written statement from the Owner authorizing the Applicant to file the Development Application must be attached to this application.

IS THE APPLICANT AND/OR OWNER A TRUSTEE/BENEFICIARY OF A LAND TRUST?

YES NO

If the Applicant and/or owner of the subject property is a Trustee of a land trust or

beneficiaries of a land trust, a Disclosure Statement identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto.

PART II. PROPERTY INFORMATION

Name of Development (if any): Small Property - Owner: MTB-1424; Chicago Title Land Trust
Address: 45W585 US Highway 20 Hampshire, IL. 60140
Parcel Number(s): 01-02-300-008, 01-02-300-017, 01-02-400-012
Total Area (acres): 112 Acres
Legal Description: must be attached to this application
Fire Protection District: Hampshire
School District: District 300
Library District: Ella Johnson Library
Park District: Hampshire
Township: Hampshire
Current Zoning District: PLD Kane County

Current Use:

Farm land - 0021, 01-02-300-017
Home site Dwelling - 0011, 01-02-300-008, 01-02-400-012
Vacant Land

Proposed Zoning/Variance/Use:

O-M, Logistics, Warehousing
Special use - See Attached
O-M - Proposed Zoning
Logistics, Warehousing - Proposed Land

Reason/Explanation for Zoning/Variance/Use:

Annexing to Village
Develop property for warehouse logistics use

PART III. REQUIRED DOCUMENTATION

From chart on next page

- Signed Development Application
- Signed Developer's Agreement (Attachment A)
- Deposit/Fee \$ 40,000.00
(see Village Ordinances and Requirements section)
- Proof of Ownership or Option
- Legal Description of Property - Plat of Survey
- List of property owners within 250 ft with parcel numbers (Attachment B)
(see Attachment C for an example notification letter)
- Concept Plan - see Subdivision Regulations for more information
- Preliminary Plan - see Subdivision Regulations for more information
- Final Plan - see Subdivision Regulations for more information
- Site Plan
- Landscape Plan: Preliminary or Final
- Architectural Elevations
- Petition for Annexation
- Plat of Annexation
- Soil & Water Conservation District Land Use Opinion - See Kane-DuPage SWCD webpage
- Other Special use request; see next page

Needed documentation may vary depending on the specific circumstances of the application. Therefore, staff may require additional documentation after initial review (e.g., fiscal impact study, endangered species report, wetland report etc.).

I, Daniel B. Light, hereby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.


Signature

7/24/23
Date



PHONE: (847) 381-9080

FAX: (847) 381-9089

104 S. WYNSTONE PARK DRIVE, NORTH BARRINGTON, IL 60010

Petitioner requests the following special uses:

1. Pursuant to the special use that provides as follows:

“Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses allowable in this section, and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare, or heat.”

Petitioner requests as a special use the Village to specify that all storage of property including trailers shall not be required to be located in completely enclosed buildings or structures.

2. Building materials sales and storage.
3. Cartage and express facilities.
4. Electrical, lighting, and wiring equipment.
5. Food manufacture, packaging, and processing.
6. Ground mounted Solar Energy Systems, as defined in and subject to the restrictions set forth in chapter 5, article XVIII of this Code.
7. Planned developments.



SINCE 1921...SPECIALISTS IN SALE OF FARMS, ESTATES, AND VACANT LAND FOR INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL DEVELOPMENT

Standard Required Documentation

	Variance	Special Use Permit	Rezoning	Annexation	Concept Plan	Preliminary Plan	Final Plan	Other
Application	X	X	X	X	X	X	X	X
Deposit	X	X	X	X	X			X
Developer's Agreement	X	X	X	X	X			X
Proof of Ownership or Option	X	X	X	X		X		X
Legal Description - Plat of Survey	X	X	X	X		X		X
List of Property Owners	X*	X	X			X		
Architectural Elevations	X	X				X		
Petition for Annexation				X				
Plat of Annexation				X				
Site Plan	X	X	X	X		X		X
Landscape Plan		X				X	X	X
Conservation District Land Use Opinion	X*	X	X	X		X		
Concept Plan					X			
Preliminary Plan						X		
Final Plan							X	

*Not required for variances strictly for signage

**Attachment A - Developer's Agreement
Developer's Agreement with Respect to Development Fees and Deposits**

The undersigned Developer acknowledges that he/she/it has filed a ZONING REVIEW APPLICATION with the Village, requesting Annexation, OM Zoning & Speical uses and further, acknowledges that the Village Code requires that he/she reimburse the Village for all professional fees incurred for engineering, legal, consultant, and other outside services in regard to this application and all other matters related to the proposed development or zoning request. The Developer agrees to be bound by the terms of the Village Code in this regard.

The Developer also is required to, and hereby does, submit a fee or deposit, to be held by the Village to secure reimbursement of such funds as applicable, in accordance with the current schedule of fees and deposits required by the Village for the type of land use action requested. Said deposit shall be held as security for payment of fees and will be applied by the Village to payment of such fees upon default by Developer. Any balance remaining, after payment of all such fees, including reasonable attorney fees and court costs incurred by the Village in discussing, negotiating, or enforcing the terms of this Agreement, shall be returned to Developer. Any interest earned on funds on deposit shall accrue to the Village.

By:


Signature

7/24/23
Date

RECEIPT OF INITIAL FEE DEPOSIT ACKNOWLEDGED BY VILLAGE CLERK

Signature

Date

This form must be executed and accompany all Development Applications. No Application will be accepted or processed without this completed form.

**Attachment B - Affidavit of Notification
Affidavit of Notification to Neighboring Property Owners**

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: Light Real Estate

Date: 7/24/23

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition.

The property is located at 43W023 US Highway 20 Hampshire, IL 60140 and 43N023 US Highway 20 Hampshire, IL 60140 _____

PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
<u>SEE ATTACHED</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attached additional sheets, if necessary.

By: Daniel B. Light
Name

Daniel B. Light
Signature

Attachment C - Example Notification Letter
DO NOT RETURN THIS TO THE VILLAGE -
FOR YOUR USE IN DRAFTING LETTERS

Every applicant for rezoning, special use, and/or variance, is required to notify neighboring property owners within two-hundred fifty feet (250') of the property for the proposed zoning relief. Applicants should provide the neighboring property owners with a brief description of the proposed project and a copy of the development plan to help neighboring property owners better understand what is being proposed in their neighborhood (On Applicant's Letterhead)

EXAMPLE OF NOTIFICATION / INFORMATION LETTER

Dear Neighbor:

(Applicant Name) has submitted an application to the Village of Hampshire for (type of application) to allow (describe project, use of land, number of units, etc.) on the property located at South of Dietrich Road/North of I-90. A copy of the site plan is enclosed for your information.

The Village of Hampshire is currently reviewing our application material, including the site plan. If you have any concerns or questions about the proposed development of the property, you are encouraged to call (contact for the Applicant) at (Contact's telephone number). You will also have an opportunity to comment about the proposed development at the Hampshire Planning and Zoning Commission meeting scheduled for (Date of Planning and Zoning Commission meeting) at 7:00 p.m.

Sincerely, (Applicant)



Village of Hampshire
 234 S. State Street, Hampshire IL 60140
 Phone: 847-683-2181 www.hampshireill.org

Petition for Annexation

Date: 7/24/23

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS

The undersigned petitioners,

Name	Address	E-Mail-Address
<u>Daniel B. Light</u>	<u>104 S. Wynstone Park Drive North Barrington, IL 60010</u>	<u>emie@bandersen.com</u>
_____	_____	_____
_____	_____	_____

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
<u>01-02-300-008</u>	_____	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>
<u>01-02-300-017</u>	_____	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>
<u>01-02-400-012</u>	_____	<u>Hampshire</u>	<u>Hampshire</u>	<u>District 300</u>

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By:

DANIEL B. LIGHT

Name



Signature

Name

Signature

Name

Signature

For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

Ernie Pirron

From: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>
Sent: Monday, January 23, 2023 5:02 PM
To: Ernie Pirron
Cc: Suerth, John @ Chicago Suburban
Subject: RE: LB Andersen Packet Review

Hi Ernie,

Please see attached, this is from McHenry County Gis.



The two that are very close to 250' but I don't think they are per the above given it looks like the 250' stops in the middle of Sunflower Ln.

Additional two we might want to notify just to be safe:

- 11903 Sunflower Ln, Huntley, IL 60142 | 17-35-327-011
 - John J Lynne C Kern
- 11911 Sunflower Ln, Huntley, IL 60142 | 17-35-327-012
 - Roland Nicole Fleck

Jimmy Kowalczyk
Vice President
CBRE | Advisory & Transaction Services
Industrial & Logistics
700 Commerce Dr, Suite 450 | Oak Brook, IL 60523
T +1 630 368 5548 | C +1 317 682 8511
jimmy.kowalczyk@cbre.com

Follow CBRE: [CBRE.com](https://www.cbre.com) | [LinkedIn](https://www.linkedin.com/company/cbre) | [Twitter](https://twitter.com/cbre) | [Instagram](https://www.instagram.com/cbre) | [Facebook](https://www.facebook.com/cbre) | [Weibo](https://www.weibo.com/cbre) | [WeChat](https://www.wechat.com/cbre)

Follow CBRE: [CBRE.com](#) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

From: Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Sent: Friday, December 30, 2022 12:36 PM
To: Ernie Pirron <ernie@lhandersen.com>
Cc: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>
Subject: FW: LB Andersen Packet Review

Ernie:
We'll have to identify/list the adjacent parcels for the 38 acre site!

John Suerth SIOR | Executive Vice President
CBRE | Advisory & Transaction Services
Industrial Logistics
700 Commerce Dr, Suite #450 | Oak Brook, IL 60523
T 847 706 4929 | F 847 706 4959
john.suerth@cbre.com | www.cbre.com/john.suerth

From: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>
Sent: Friday, December 30, 2022 12:35 PM
To: Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Subject: FW: LB Andersen Packet Review

Jimmy Kowalczyk
Vice President
CBRE | Advisory & Transaction Services
Industrial & Logistics
700 Commerce Dr, Suite 450 | Oak Brook, IL 60523
T +1 630 368 5548 | C +1 847 682 8511
jimmy.kowalczyk@cbre.com

Follow CBRE: [CBRE.com](#) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

From: Kowalczyk, Jimmy @ Chicago Suburban
Sent: Wednesday, October 12, 2022 4:57 PM
To: Ernie Pirron <ernie@lhandersen.com>; Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Subject: RE: LB Andersen Packet Review

Ernie,

Please see below for the lists of neighbors within 250' of both sites north of I-90.

Northern Parcels Neighbors (north of Dietrich)

KANE COUNTY PARCLES

- One Hawk Rd, Hampshire | 01-02-100-012

- Combined Metals of Chicago LLC – Robert Rollbeck
One Hawk Rd, Hampshire | 01-02-105-002
- Combined Metals of Chicago LLC – Robert Rollbeck
Arrowhead Dr, Hampshire | 01-02-152-006
- J.C. Enterprise Properties LLC – 150 Arrowhead Dr
Arrowhead Dr, Hampshire | 01-02-152-005
- J.C. Enterprise Properties LLC – 150 Arrowhead Dr
No site address | 01-02-100-006
- SMART, Michael R Dynasty TR, Trustee – 4N671 IL Route 59, Bartlett
No site address | 01-02-200-005
- Watermann, Patricia L & David R, REVOC Trusts – 45W254 Dietrich Rd, Hampshire
Dietrich Rd | 01-01-100-002
- Quandt, Walter D & Carol L, Quality KE Property Management PO Box 672, Hampshire
No site address | 01-01-100-001
- Briar Hill Farm LLC – Joseph Hemmer – 464 Menominee Ln, Naperville
MCHENRY COUNTY PARCELS
- No site address | 17-35-300-009
- Sky Soaring LLC – 12020 Rt 20, Hampshire
No site address | 17-35-300-014
- Sky Soaring LLC
- Harmony Rd, Hurdley | 17-35-300-016
- Ted Martha Lenart - LENART 8888 W WINNEMAC AVE CHICAGO, IL 60688
- 11804 Sunflower Ln, Hurdley | 17-35-878-001
- ~~11804 Sunflower Ln, Hurdley | 17-35-878-001~~
MITCHELL 460 HIGH RD CARY, IL 60013
- Harvest Ct, Hurdley | 17-35-461-007
- Graf SL Rev TR Graf R TR
- No site address | 17-35-400-008
- Yolanda D TR Finzel

Southern Parcels Neighbors (south of Dietrich / North of I-50)

- 19N430 US Route 20, Hampshire | 01-02-300-001
- HPT TA Properties LLC – Travel Centers of America 24601 Center Ridge Rd, West Lake, OH 44145
- No site address | 01-02-100-004
- Agree Convenience #1 LLC – Thornton LLC 2600 James Thornton Way, Louisville, KY 40245
- No site address | 01-02-100-013
- Agree Convenience #1 LLC – Thornton LLC 2600 James Thornton Way, Louisville, KY 40245
- No site address | 01-02-153-006
- Ripple Creek Inv of Chicago LLC – PO Box 144, Lafox, IL 60147
- No site address | 01-02-100-006
- SMART, Michael R Dynasty TR, Trustee – 4N671 IL Route 59, Bartlett
No site address | 01-02-200-005
- Watermann, Patricia L & David R, REVOC Trusts – 45W254 Dietrich Rd, Hampshire
45W254 Dietrich Rd, Hampshire | 01-02-200-005
- Dennis, Mark & Anna – Mark A & Anna A Dennis – 45W254 Dietrich Rd, Hampshire
45W169 Dietrich Dr, Hampshire | 01-02-400-010
- Bekka, Roger & Sharon – 45W169 Dietrich Rd, Hampshire
No site address | 01-02-400-005
- WHEELING TRUST & SAVINGS BANK, TRUSTEE, TRUST: TR # C740076341 CHICAGO TITLE LAND TRUST
COMPANY 10 S LASALLE ST STE 2750 CHICAGO, IL, 60603-1108



Chicago Title Land Trust Company

FOR A TRUSTEE'S DEED, PLEASE USE THE DIRECTION TO CONVEY FORM.

LETTER OF DIRECTION

DATE: July 24, 2023

NOTE: An extra copy of each document to be signed should be included for the Trustee.

TRUSTEE: You are hereby authorized and directed to execute the following described document(s) in your capacity as Trustee under your Trust No. HTB-1464 dated April 8, 2004

DESCRIPTION OF DOCUMENT(S):

Annexation Petition to Village of Hampshire consisting of 3 pages (attached)

Address of Property: The Shireland Property (SMRT Property)

Issue Letter to Pay Proceeds to: N/A

Will Be Picked Up By: Phone Number: 847-304-4848

OR

Mail To: Wade B. Light, 104 S. Wynstone Park Drive, N. Barrington, IL 60010

If the beneficial interest is assigned as collateral, the Collateral Assignee MUST authorize this Direction.

Name of Lender (please note successor information if applicable)

By:

Its: Title

Signature of Beneficiary/Power of Direction Holder

Signature of Beneficiary/Power of Direction Holder

Signature of Beneficiary/Power of Direction Holder

Signature of Beneficiary/Power of Direction Holder

State of Illinois)

SS

County of Lake)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel B. Light

is/are personally known to me to be the same person(s) whose name is subscribed to this instrument appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act.

Given under my hand and Notary Seal this 24th day of July, 2023.

Notary Public Signature

Rev.12/2016





Village of Hampshire

234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 www.hampshireil.org

Petition for Annexation

Date: July 24, 2023

TO THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, ILLINOIS The undersigned petitioners,

Name	Address	E-Mail-Address
Chicago Title Land Trust Company as Successor Land Trust Under Trust Number HTB-1464	1701 Golf Road 1-102 Rolling Meadows, IL 60008	Gregory.Kasprzyk@ctt.com

Daniel B. Light	104 S. Wynstone Park Drive, N. Barrington, IL 60010	ernie@lbandersen.com
-----------------	--------------------------------------------------------	----------------------

who are the owners of record of all the land hereinafter described, together with at least 51% of the electors residing upon the hereinafter described premises, as listed here

Name	Address	E-Mail-Address
None	_____	_____
_____	_____	_____

respectfully request that the said premises, which has 0 number of dwelling structures located thereon, be annexed subject to mutually agreeable annexation agreement to the Village of Hampshire, Illinois.

Land to be Annexed

Property Index #	Address	Township	Fire District	School District
01-02-300-008	_____	Hampshire	Hampshire	District 300
01-02-300-017	_____	Hampshire	Hampshire	District 300
01-02-400-012	_____	Hampshire	Hampshire	District 300

ATTACH the legal description (s) of all territory included in this Petition for Annexation.

SEE ATTACHED

ATTACH additional pages as necessary to include all required information.

The undersigned further state(s) that the above-described territory and every portion thereof is not presently within the corporate limits of any municipality, and is contiguous to the Village of Hampshire, Kane County, Illinois.

This petition is filed pursuant to Chapter 65, Cities and Villages, Section 7-1-1, et seq., of the Compiled Statutes of the State of Illinois.

By:
Chicago Title Land Trust Company as Successor
Land Trustee under Trust Number HTB-1464
Dated April 8, 2004.



~~GREGORY S. KAPRZYK~~ Trust Officer

Name

Daniel Light

Name

Name

Name

Name

Name

Signature

[Handwritten Signature]

Signature

Signature

Signature

Signature

Signature

For each signature, be sure to include the necessary Notary clause / signature and seal provided on the next page.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Legal Description
Pag. 1 of 3.

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTHERLY 733.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL NUMBER N-4B-27, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27, ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDING FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL NUMBER N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST

CONTINUED ON NEXT PAGE

Legal Description
Page 2 of 3

QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,248.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 BEING ALONG A CURVE TO THE LEFT A DISTANCE OF 1,054.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES, TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

THE FOREGOING HISTORICAL RECORD LEGAL DESCRIPTIONS OF LAND INTENDING TO BE THE SAME AND BEING THE SAME AS THE LAND DESCRIBED IN PLATS OF SURVEY DATED MARCH 9, 2004, LAST REVISED APRIL 6, 2004, DESIGNATED AS JOB NUMBERS 040048 AND 040048-1, MADE BY WILLIAM J. VANDERSTAPPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2709, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 733.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP AND RANGE AFORESAID LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL N-4B-27, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27.1 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE

Legal Description
Page 3 of 3.

CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441 IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING ALONG A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

- No site address | 01-02-100-013
- Agree Convergence #1 LLC - Thornton LLC 2600 James Thornton Way, Louisville, KY 40245
- No site address | 01-02-100-004
- HPT TA Properties LLC - Travel Centers of America 24601 Center Ridge Rd, West Lake, OH 44145
- 19N430 US Route 20, Hampshire | 01-02-300-001

SMT

Southern Parcels Neighbors (south of Dietrich / North of I-90)

- No site address | 17-35-400-009
- Yelanda D TR Final
- 11812 Harvey Ct, Huntley | 17-35-451-007
- IL WI REALTY INC ET AL - MITCHELL 460 HIGH RD CARY, IL 60013
- 11804 Sunflower Ln, Huntley | 17-35-379-001
- Ted Maria Lemert - LEMERT 8666 W WINNEMAC AVE CHICAGO, IL 60658
- Huntley Rd, Huntley | 17-35-300-016
- Sky Soaring LLC
- No site address | 17-35-300-014
- Sky Soaring LLC - 12020 Rt 20, Hampshire
- No site address | 17-35-300-009

MACHENRY COUNTY PARCELS

- Brier Hill Farm LLC - Joseph Hermer - 464 Menominee Ln, Naperville
- No site address | 01-01-100-001
- Quandt, Walter D & Carol L, Quality KE Property Management PO Box 672, Hampshire
- Dietrich Rd | 01-01-100-002
- Watermann, Patricia L & David R, REVOC Trusts - 45W254 Dietrich Rd, Hampshire
- No site address | 01-02-200-005
- SMART, Michael R Dynasty TR, Trustee - 4N671 IL Route 59, Braidott
- No site address | 01-02-100-006
- JC Enterprises Properties LLC - 150 Arrowhead Dr
- Arrowhead Dr, Hampshire | 01-02-152-005
- JC Enterprises Properties LLC - 150 Arrowhead Dr
- Arrowhead Dr, Hampshire | 01-02-152-006
- Combined Metals of Chicago LLC - Robert Rolibied
- One Hawk Rd, Hampshire | 01-02-105-002
- Combined Metals of Chicago LLC - Robert Rolibied
- One Hawk Rd, Hampshire | 01-02-100-012

LUDWIG

Northern Parcels Neighbors (north of Dietrich)

Please see below for the list of neighbors within 250' of both sites north of I-90.

Ernie,

From: [Ernie Pfizen](mailto:Ernie.Pfizen@chicago.com)
 Sent: Wednesday, October 12, 2022 4:57 PM
 To: Ernie Pfizen, John @ Chicago Suburban
 Subject: RE: LB Anderson Packet Review

Kowalczyk, Jimmy @ Chicago Suburban <jimmy.kowalczyk@chicago.com>
 Wednesday, October 12, 2022 4:57 PM
 To: Ernie Pfizen, John @ Chicago Suburban
 Subject: RE: LB Anderson Packet Review

Ernie Pfizen

- Agree Convenience #1 LLC – Thortons LLC 2600 James Thorton Way, Louisville, KY 40245
- No site address | 01-02-153-006
 - Ripple Creek Inv of Chicago LLC – PO Box 144, Lafox, IL 60147
- No site address | 01-02-100-006
 - SMRT, Michael R Dynasty TR, Trustee – 4N571 IL Route 59, Bartlett
- No site address | 01-02-200-005
 - Watermann, Patricia L & David R, REVOC Trusts – 45W254 Dietrich Rd, Hampshire
- 45W254 Dietrich Rd, Hampshire | 01-02-200-006
 - Dennis, Mark & Anna – Mark A & Anna A Dennis – 45W254 Dietrich Rd, Hampshire
- 45W169 Dietrich Dr, Hampshire | 01-02-400-010
 - Bakka, Roger & Sharon – 45W169 Dietrich Rd, Hampshire
- No site address | 01-02-400-005
 - WHEELING TRUST & SAVINGS BANK, TRUSTEE, TRUST: TR # CT40076341 CHICAGO TITLE LAND TRUST COMPANY 10 S LASALLE ST STE 2750 CHICAGO, IL, 60603-1108

Jimmy Kowalczyk
 Vice President
 CBRE | Advisory & Transaction Services
 Industrial & Logistics
 700 Commerce Dr, Suite 450 | Oak Brook, IL 60523
 T +1 630 368 5548 | C +1 847 682 8511
jimmy.kowalczyk@cbre.com

Follow CBRE: [CBRE.com](https://www.cbre.com) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [Facebook](#) | [Weibo](#) | [WeChat](#)

From: Ernie Pirron <ernie@lbandersen.com>
Sent: Wednesday, October 12, 2022 8:13 AM
To: Kowalczyk, Jimmy @ Chicago Suburban <Jimmy.Kowalczyk@cbre.com>; Suerth, John @ Chicago Suburban <John.Suerth@cbre.com>
Subject: FW: LB Andersen Packet Review



Good Morning,
 Please review the attached and note 2 below, this is found on Page 11 of each packet. I will need you to help me find this information for both properties. We will handle items 1 & 3 from below.

Thanks.

Ernie Pirron
 LB Andersen
 104 S. Wynstone Park Drive
 N. Barrington, IL. 60010
 Phone: 847-381-9080
 Mobile: 847-514-0428

Rate 2020	Rate 2021	Taxing Method	Rate 2021	Tax 2021	Parcel Number	01-02-300-008	NA	
0.00000	0.00000	KANE COLONY	0.00000	\$0.00	Late Payment Schedule Jun 2 thru Oct 1 to \$9,041.00 Jul 2 thru Aug 1 \$4,520.50 Aug 2 thru Sep 1 \$4,520.50 Sep 2 thru Oct 1 \$4,520.50 Oct 2 thru Oct 31 \$4,520.50 Payments go to after Oct. 3, 2021. Please see instructions, on reverse side, for LATE PAYMENTS.		NET GROSS VALUE	297,827.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			LAND VALUE	88,100.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			+ BUILDING VALUE	0.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			- HOME IMPROVEMENT	0.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			+ ADDED VALUE	88,100.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			X STATE EXEMPTION	1,000.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			- EXEMPT VALUE	88,100.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			- HOMEOWNERS EXEMPTION	0.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			- SENIOR EXEMPTION	0.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			- OTHER EXEMPTION	0.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			+ HOURS	1,222.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			+ HOURS VALUE	1,331.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			- NET GROSS VALUE	61,028.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			X TAX RATE	7.62881
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			+ CURRENT TAX	\$7,737.40
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			+ NET AD VALOREM TAX	\$0.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			+ STATE TAX/PROPERTY	\$0.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			- OTHER FEES	\$0.00
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			= TOTAL TAX DUE	\$7,737.40
0.00000	0.00000	KANE COLONY PERMITS	0.00000	\$0.00			Total Due DUE BY 08/01/22 Total Due DUE BY 08/01/22	

2021 Kane County Real Estate Tax Bill
 Michael J. Kilbourne, MBA
 719 S. Batavia Avenue, Bldg. A
 Geneva, IL 60134

Mail To:
 HARRIS TRUST & SAVINGS BANK, T
 TRUST IN & HTD-4001
 WASH & LEXY
 104 S WASHINGTON PARK DRIVE
 NORTH BARRINGTON, IL 60060-0007

Property Location:
 48333 US HIGHWAY 20
 HANSPURD, IL

Township	NA	Tax Code	NA000	Asses	00-0000
Year Bldg	7,000,001	Year of Tax Sale		Parceled	Yes
First Assessment Tax	\$0,000.00	Second Assessment Tax	\$0,000.00		
Apportionment		Apportionment			
Family		Family			
Other Fees		Other Fees			
Total Due		Total Due			
DUE BY 08/01/22		DUE BY 08/01/22			

 **TICOR TITLE INSURANCE**

Policy of Title Insurance

**American Land
Title Association
Owner's Policy
(10-17-92)**

**SUBJECT TO THE EXCLUSIONS FROM
COVERAGE, THE EXCEPTIONS FROM
COVERAGE CONTAINED IN SCHEDULE B
AND THE CONDITIONS AND STIPULA-
TIONS, TICOR TITLE INSURANCE COM-
PANY, a California corporation, herein called
the Company, insures, as of Date of Policy
shown in Schedule A, against loss or damage,
not exceeding the amount of insurance stated
in Schedule A, sustained or incurred by the
insured by reason of:**

1. Title to the estate or interest described in
Schedule A being vested other than as
stated therein;

2. Any defect in or lien or encumbrance on the
title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the
land.

The Company will also pay the costs,
attorneys' fees and expenses incurred in
defense of the title, as insured, but only to the
extent provided in the Conditions and
Stipulations.

This policy shall not be valid or binding until
countersigned below by an authorized signa-
tory of the Company.

Issued by:
TICOR TITLE INSURANCE COMPANY
100 S. MAIN STREET, SUITE 100
CRYSTAL LAKE, IL 60014
(815) 356-3500

TICOR TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary



Authorized Signatory

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A

AMOUNT OF INSURANCE: \$5,357,259.50

DATE OF POLICY: APRIL 8, 2004

1. NAME OF INSURED:

HARRIS TRUST AND SAVINGS BANK OF BARRINGTON AS TRUSTEE UNDER PROVISION OF TRUST AGREEMENT DATED APRIL 8, 2004 AND KNOWN AS TRUST NO. HFB-1464

2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A FREE SIMPLE, UNLESS OTHERWISE NOTED.

**3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
THE INSURED.**

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED AND ASSIGNMENTS:

NONE

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

ENCLOS

HAT 04/09/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A (CONTINUED)

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTHERLY 739.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL NUMBER N-4B-27, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27, ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDING FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL NUMBER N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST

CONTINUED ON NEXT PAGE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CR152

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A (CONTINUED)

QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,248.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 20 BEING ALONG A CURVE TO THE LEFT A DISTANCE OF 1,054.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES, TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 410.48 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 158.25 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 16 MINUTES, TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 250.0 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, WHICH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 300 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES, 19 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 42.20 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 28.03 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

THE FOREGOING HISTORICAL RECORD LEGAL DESCRIPTIONS OF LAND INTENDING TO BE THE SAME AND BEING THE SAME AS THE LAND DESCRIBED IN PLATS OF SURVEY DATED MARCH 9, 2004, LAST REVISED APRIL 6, 2004, DESIGNATED AS JOB NUMBERS 040048 AND 040049-1, MADE BY WILLIAM J. VANDERSTAPPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2709, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 733.26 FEET OF THE EASTERLY 297 FEET OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP AND RANGE AFORESAID LYING SOUTHERLY OF THE SOUTHERLY LINE OF PARCEL N-4B-37, AND WESTERLY OF THE WESTERLY LINE OF PARCEL N-4B-27.1 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS AS CASE NUMBER 87-441, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

00000000

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE A (CONTINUED)

-----CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER-57-441 IN THE TOWNSHIP OF-----
HAMPSHIRE, KANE COUNTY, ILLINOIS.

ALSO, THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING ALONG A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPCLAS2

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE B

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.**
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.**
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.**
- (4) ANY LIENS, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.**
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.**

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

- A 1. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-03-476-020 (AFFECTS THAT PART OF PARCEL ONE IN SECTION THREE)

- B 2. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-02-400-012 (AFFECTS PART OF PARCEL TWO)

- C 3. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-02-300-008 (AFFECTS PART OF PARCEL TWO)

- D 4. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**

PERMANENT INDEX NUMBER(S): 01-02-300-017 (AFFECTS PARCELS THREE AND FOUR)

CPCL823

NEXT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE B

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

- 5. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**
PERMANENT INDEX NUMBER(S): 01-02-300-011 (AFFECTS PART OF PARCEL ONE IN SECTION TWO)
- 6. TAXES FOR THE YEAR(S) 2003, 2004 AND THEREAFTER, NOT YET DUE AND PAYABLE.**
PERMANENT INDEX NUMBER(S): 01-02-300-012 (AFFECTS PART OF PARCEL ONE IN SECTION TWO)
NOTE: 2002 TAXES IN THE AMOUNT OF \$74.22 HAVE BEEN PAID.
- 7. GRANT MADE BY HUGENE COON TO ILLINOIS NORTHERN UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, DATED AUGUST 30, 1937 AND RECORDED DECEMBER 15, 1937 AS DOCUMENT 417313 UPON AND OVER THE SOUTH AND EAST SIDES OF THE HIGHWAYS ALONG THE NORTH AND WEST SIDE OF GRANTORS PROPERTY IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 AND THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2 AND ON THE NORTH SIDE OF THE HIGHWAY ALONG THE SOUTH SIDE IN THE SOUTHWEST 1/4 OF SECTION 2 AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3 HEREAFTER DESCRIBED.**
(AFFECTS PARCELS ONE AND TWO)
- 8. LIENS WHICH MAY HAVE BEEN CREATED BY UNRECORDED ORDINANCES ESTABLISHING A SPECIAL DRAINAGE AREA, IF ANY.**
- 9. EASEMENT GRANTED BY GRAND PREMIER TRUST COMPANY T/U/T/A DATED OCTOBER 23, 1986 TRUST NUMBER 78-166, GRANTOR, IN FAVOR OF NICOR GAS COMPANY, NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 2000-026711, AFFECTING THE THERETIN DESCRIBED LAND.**
(AFFECTS THE NORTH HALF OF HIGGINS ROAD LYING SOUTHERLY AND ADJOINING PARCEL ONE)
- 10. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.**
- 11. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.**
- 12. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY**

CPCLDR

NAT 04/08/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)**

POLICY NO.: 2000 000059429 KA

SCHEDULE B

**EXCEPTIONS FROM COVERAGE--
(CONTINUED)**

CROSS THE PREMISES.

- AC 13. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND.**
- AD 14. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.**

*****END*****

CGL000

NAT 04/09/04 16:06:00

**TICOR TITLE INSURANCE COMPANY
POLICY SIGNATURE PAGE**

ORDER NO.: 2000 000059429 KA

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

TICOR TITLE INSURANCE COMPANY

BY 
AUTHORIZED SIGNATORY

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER 2000 000059429 KA**

ISSUED BY

TICOR TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 4

**GENERAL EXCEPTION NUMBERS 1, 4 AND 5 OF SCHEDULE B OF THIS POLICY ARE HEREBY
DELETED.**

**THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE
EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.**

**END
MAT**

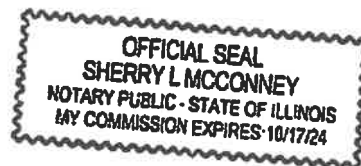
DISCLOSURE STATEMENT

Beneficiaries for Chicago Trust a/k/a Harris Trust 1464 dated April 8, 2004, for the property known as the SMRT Property are listed below:

L.B Andersen and Co., Inc.	18%
Light Real Estate LLC	74.75%
WS Trust	3.75%
Light Trust	3.5%

Subscribed and Sworn before me
this 19th day of April, 2023.


Notary Public



State of Illinois)
) SS
County of ~~Kane~~)
 Lake

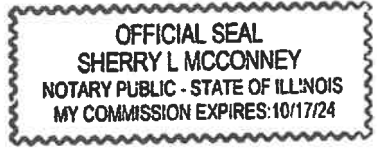
I, the undersigned, a Notary Public, in and for said County in the state aforesaid, do hereby certify that
Daniel B Light

_____pers
onally known to me to be the same person(s) whose names are subscribed in the foregoing instrument,
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said
instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of July, A.D., 2023

(Notary Stamp)

Sherry L McConney
NOTARY PUBLIC



* * * * *

FOR VILLAGE USE ONLY:

Received: 7-24-23
Date

Lenik Vasey
Signature