



Village of Hampshire
Village Board Meeting
Thursday April 3, 2014 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes – March 20, 2014
6. Village President's Report
 - a) Resolution Accepting Certain Public Improvements in Tuscany Woods Subdivision, Unit 1 (sanitary sewer; water mains; storm sewers; detention basins)
 - b) Resolution Accepting Certain Public Improvements in Tuscany Woods Subdivision, Unit 2
 - c) Ordinance Approving Amendment to Recapture Agreement for First Sewer Expansion Project.
 - d) Resolution Approving Supplemental Trust Indenture re SSA #13 Special Bonds, Series 2007 Amalgamated Bank of Chicago, Trustee).
 - e) Ordinance Amending Ordinance No. 07-24 and Approving Re-Issuance of Special Service Area No. 13 Bonds, Series 2007.
 - f) Resolution Authorizing and approving an Order for Disbursement of funds on Hand with Amalgamated Bank of Chicago as Trustee for Special Service Area No. 13.
- 7) Village Board Committee Reports
 - a) Economic Development
 - b) Finance
 1. Accounts Payable
 - c) Planning/Zoning
 - d) Public Safety
 - e) Public Works
 - f) Village Services
 - g) Fields & Trails
- 8) New Business
- 9) Announcements
- 10) Executive Session: Probable, Pending or Imminent Litigation under Section 2(c) (11)
- 11) Any items to be reported and acted upon by the Village Board after returning to open session

12) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – March 20, 2014

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

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

Absent: None

Staff & Consultants present: Village Attorney Mark Schuster, Village Engineer Julie Morrison, Village Finance Director Lori Lyons, and Hampshire Police Chief Brian Thompson

A quorum was established.

Trustee Brust moved, to approve the minutes of March 6 2014, with changes under EDC Chamber Expo hours are 10 to 4 p.m.

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

VILLAGE PRESIDENT REPORT

Resolution: Kane County Animal Control Services

Trustee Brust moved, to approve Resolution 14-10; Approving an Intergovernmental agreement with Kane County for Animal Control Services in the Village of Hampshire.

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

School District 300 – Request Impact Fees

Trustee Ruth moved, to approve the release of impact fees in the amount of \$52,400.00 to School District 300. These impact fees will be used to fund the repair and/or maintenance the parking lot at Hampshire Elementary and Hampshire Middle School.

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

Discussion at a later time about quotes- should they be attached with the requesting letter?

IL Route 72 at Romke Road Improvements –Change Order No. 1

Trustee Ebert moved, to approve Change Order No. 1 for IL Route 72 and Romke Road Improvements in the amount of \$47,910.40.

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

Review and approval of an Amendment to Lease Agreement with U.S. Cell (Klick Street)

Trustee Reid moved, to approve Resolution 14-11; approving an amendment to the Ground Lease Agreement with U.S. Cellular re the Communication Tower Site at the Public Works Property on Klick Street. Subject to written acceptance from Sprint Spectrum L.P.

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

Appointment of a Temporary Budget Officer

Trustee Whaley moved to approve Resolution 14-12; appointing a Temporary Budget Officer for the Village.

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

AT & T Lease agreement

Trustee Whaley moved, to approve AT & T lease agreement pending on payment terms, landscaping and underground cables.

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

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust reported Economic Development meeting will be held on April 9, 2014 at 5:30 p.m. at the Hampshire Village Hall

Discussed about taking a grant writing class.

March 15, 2014 the Hampshire Business Expo went well received fifty names who would like to receive a village newsletter, when we have one in place. Thanked the Chamber, Alpha graphics, and the Village Trustees for their contributions.

b. Finance

Accounts Payables

Trustee Kraus moved, to approve accounts payable in the amount of \$94,329.69 to be paid on or before March 26, 2014.

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

Trustee Whaley mentioned there will be a Finance Committee meeting at 6:30 p.m. Tuesday March 25, 2014.

c. Planning/Zoning

No Report

d. Public Safety

Trustee Reid reported that we now have a new website, email, and we are on Facebook.

e. Public Works

No report

f. Village Services

Trustee Kraus reminded everyone about Oil Recycling is April 5th 9 to 11:30 a.m.
Village Service meeting will be held on April 3 at 6:15 p.m. to discuss the Waste Management extension which will expire in June 2014.

g. Field & Trails

No report

Executive Session

No Executive Session

Adjournment

Trustee Whaley moved, to adjourn the Village Board meeting at 8:05 p.m.

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

Linda Vasquez, Village Clerk

No. 14 - ____

**A RESOLUTION
ACCEPTING CERTAIN PUBLIC IMPROVEMENTS, INCLUDING
SANITARY SEWER MAINS, WATER MAINS, STORM SEWERS AND
STORMWATER MANAGEMENT FACILITIES (INCLUDING DETENTION BASINS),
IN UNIT 1 OF TUSCANY WOODS SUBDIVISION IN THE VILLAGE**

WHEREAS, pursuant to the Final Plat of Subdivision for Unit 1 in Tuscany Woods Subdivision (the "Subdivision") in the Village, certain public improvements, including but not limited to, public streets, water mains, storm sewers, and storm water management facilities (including detention facilities), were required to be constructed and/or installed in Unit 1 by the Owner and/or Developer of said area; and

WHEREAS, the Village has previously accepted the public streets in Tuscany Woods Subdivision, Unit 1 by its Resolution No. 12-16, and specifically excluding certain other public improvements related to the rights-of-way yet to be constructed; and

WHEREAS, the Village Engineer has filed with the Village Clerk its Certificate of Acceptance for Public Improvements relating to the sanitary sewers, water mains, storm sewers, and stormwater management facilities (including detention facilities) in Unit 1 (the "Public Improvements"), dated _____ (copy attached hereto); and

WHEREAS, Tuscany Woods Holdings, Inc., successor owner of Unit 1, has tendered to the Village Clerk a Bill of Sale granting, selling, transferring, and delivering to the Village ownership of all of the sanitary sewer mains, water mains, storm sewers, and stormwater management facilities, including detention basins, constructed to date, and the goods, chattels, and items of personalty which comprise said improvements in Unit 1 of said Subdivision; and

WHEREAS, acceptance of said improvements for Unit 1 shall be and is limited to the improvements described in this Resolution, and does not include certain other improvements yet to be constructed therein; and

WHEREAS, pursuant to the Subdivision Regulations of the Village, Section 7-2-4(D)(3), a maintenance bond in an amount equal to ten (10%) per cent of the estimated cost of the required improvements, for a period of one year from and after date of acceptance, is generally required to be held by the Village as a condition of acceptance of said improvements by the Village, for any necessary repairs arising out of the defects in work or materials in said public improvements; and

WHEREAS, the Village, Tuscany Woods Holdings, Inc., and others have entered

into a certain agreement, titled "Settlement Agreement and Mutual Release," dated December 11, 2013 (the "Global Settlement Agreement"), addressing issues concerning the Tuscany Woods Subdivision, the improvements constructed and yet to be constructed therein, and other matters, and specifically including acceptance of public improvements in Unit 1 constructed to date; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village to authorize the acceptance of the public improvements constructed in Unit 1 of Tuscany Woods Subdivision to date, expressly contingent, however, on the successful conclusion of all matters pertaining to said Global Settlement Agreement as described therein, including closing on or about April 15, 2014.

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 Village of Hampshire shall and does hereby accept the following public improvements constructed and located on private property or on public property or in the public right-of-way in Unit 1 of Tuscany Woods Subdivision, as more specifically described on the Final Plat of Subdivision therefor recorded with the Office of the Kane County Recorder as Document Number 2006K139816 (the "Final Plat"), and as depicted on certain plans titled, "Tuscany Woods Phase I Final Engineering," dated April 15, 2005, last revised May 11, 2007, and prepared by Cowhey Gudmundson Leder, Ltd. (the "Final Engineering Plans"), including but not limited to the following:

- a) All sanitary sewer mains;
- b) All water mains;
- c) All storm sewers constructed to date; and
- d) All stormwater management facilities, including detention basins.

Section 2. The Village shall and does hereby accept the Bill of Sale from the current Owner of the property, dated April ____, 2014, granting, selling, transferring and delivering ownership of said improvements to the Village.

Section 3. Because of the length of time which has elapsed since these improvements were completed, and as contemplated in the Global Settlement Agreement, the maintenance bond otherwise required to be posted by the Developer in relation to said improvements, and in accordance with Section 7-2-4(D)(3) of the Village Code, shall be and is hereby waived.

Section 4. Acceptance of any other public improvements to be constructed or installed in Unit 1 of Tuscany Woods Subdivision, in accordance with said Final Plat and the Final Engineering Plans, including the sidewalks, parkway trees and / or street lights,

and the storm sewers, yet to be constructed, shall be and is reserved for consideration and acceptance in the future.

Section 5. The acceptance of public improvements set forth in this Resolution shall be and is expressly contingent upon conclusion of all matters addressed in the Global Settlement Agreement identified herein, it being the intention of the parties set forth therein to deposit all pertinent documents, this Resolution included, in escrow for purposes of closing, and to close on all such matters on April 15, 2014, or on such other date as is agreed by and among all the parties to said Global Settlement Agreement. Should such closing not occur, and matters pertaining to the Global Settlement Agreement remain unconcluded after such closing date, then this Resolution may be rescinded by action of the Board of Trustees at any time thereafter.

Section 6. The Recitals set forth above shall be and are incorporated into this Resolution as if fully set forth herein

Section 7. This Resolution shall take effect upon its passage and approval as provided by law.

ADOPTED THIS 3rd DAY OF APRIL, 2014, by roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 3rd DAY OF APRIL, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

CERTIFICATE

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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 April 3, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Resolution No. 14 - _____, entitled:

**A RESOLUTION
ACCEPTING CERTAIN PUBLIC IMPROVEMENTS IN UNIT 1
OF TUSCANY WOODS SUBDIVISION IN THE VILLAGE**

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

This Certificate dated this _____ day of _____, 2014.

Linda Vasquez
Village Clerk

No. 14 - ____

**A RESOLUTION
ACCEPTING CERTAIN PUBLIC IMPROVEMENTS, INCLUDING
STORMWATER MANAGEMENT FACILITIES (INCLUDING
DETENTION BASINS), IN THE TERRITORY LYING OUTSIDE OF UNIT 1
OF TUSCANY WOODS SUBDIVISION IN THE VILLAGE**

WHEREAS, pursuant to the Final Engineering Plans for Unit 1 of the Tuscany Woods Subdivision (the "Subdivision") in the Village, certain public improvements, including but not limited to, stormwater management facilities (including detention facilities), were required to be constructed and/or installed in property lying outside of platted Unit 1 in said Subdivision; and

WHEREAS, the Village Engineer has filed with the Village Clerk its Certificate of Acceptance for Public Improvements, dated _____, 2014, and relating to the said storm water management facilities (including detention facilities) lying outside of Unit 1 (the "Public Improvements"), dated _____ (copy attached); and

WHEREAS, PHI-Hampshire, Inc. owner of the land lying outside of Unit 1 in the Subdivision, has tendered to the Village Clerk a Bill of Sale granting, selling, transferring, and delivering to the Village ownership of all of the stormwater management facilities (including detention basins constructed to date), and the goods, chattels, and items of personalty which comprise said improvements, lying outside of Unit 1 of said Subdivision; and

WHEREAS, acceptance of said improvements shall be and is limited to the improvements described in this Resolution, and does not include certain storm sewer improvements yet to be constructed therein; and

WHEREAS, pursuant to the Subdivision Regulations of the Village, Section 7-2-4(D)(3), a maintenance bond in an amount equal to ten (10%) per cent of the estimated cost of the required improvements, for a period of one year from and after date of acceptance, is generally required to be held by the Village as a condition of acceptance of said improvements by the Village, for any necessary repairs arising out of the defects in work or materials in said public improvements; and

WHEREAS, the Village, the owner of the land lying outside of Unit 1 of Tuscany Woods Subdivision, and others have entered into a certain agreement, titled, "Settlement Agreement and Mutual Release," dated December 11, 2013 (the "Global Settlement Agreement"), addressing issues concerning the Tuscany Woods Subdivision, the

improvements constructed and yet to be constructed therein, and other matters, and specifically including acceptance of improvements in the territory lying outside of Unit 1 which have been constructed to date; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village to authorize the acceptance of the public improvements constructed to date in the territory lying outside of Unit 1 of Tuscany Woods Subdivision, expressly contingent, however, on the successful conclusion of all matters pertaining to said Global Settlement Agreement as described therein, including closing on or about April 15, 2014.

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 Village of Hampshire shall and does hereby accept the following public improvements constructed and located on private property or on public property or in the public right-of-way in the territory lying outside Unit 1 of Tuscany Woods Subdivision, as said improvements are more specifically described on the Final Plat of Subdivision for Unit 1 recorded with the Office of the Kane County Recorder as Document Number 2006K139816 z9the "Final Plat"), and as depicted on certain plans titled, "Tuscany Woods Phase I Final Engineering," dated April 15, 2005, last revised May 11, 2007, and prepared by Cowhey Gudmundson Leder, Ltd. (the "Final Engineering Plans"), including but not limited to the following: all stormwater management facilities, including detention basins.

Section 2. The Village shall and does hereby accept the Bill of Sale from the current Owner of the territory lying outside of Unit 1, dated April ____, 2014, granting, selling, transferring and delivering ownership of said improvements to the Village.

Section 3. Because of the length of time which has elapsed since these improvements were completed, and as contemplated in the Global Settlement Agreement, the maintenance bond otherwise required to be posted by the Developer in relation to said improvements, and in accordance with Section 7-2-4(D)(3) of the Village Code, shall be and is hereby waived.

Section 4. The acceptance of the public improvements described in this Resolution shall be and is expressly contingent upon conclusion of all matters addressed in the Global Settlement Agreement identified herein, it being the intention of the parties set forth therein to deposit all pertinent documents, this Resolution included, in escrow for purposes of closing, and to close on all such matters on April 15, 2014, or on such other date as is agreed by and among all the parties to said Global Settlement Agreement. Should such closing not occur, and matters pertaining to the Global Settlement Agreement remain unconcluded after such closing date, then this Resolution may be rescinded by action of the Board of Trustees at any time thereafter.

Section 5. The Recitals set forth above are hereby incorporated in this Resolution as if fully set forth herein.

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

ADOPTED THIS 3rd DAY OF APRIL, 2014, by roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 3rd DAY OF APRIL, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

CERTIFICATE

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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 April 3, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Resolution No. 14 - _____, entitled:

A RESOLUTION
ACCEPTING CERTAIN PUBLIC IMPROVEMENTS, INCLUDING
STORMWATER MANAGEMENT FACILITIES (INCLUDING
DETENTION BASINS), IN THE TERRITORY LYING OUTSIDE OF UNIT 1
OF TUSCANY WOODS SUBDIVISION IN THE VILLAGE

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

This Certificate dated this _____ day of _____, 2014.

Linda Vasquez
Village Clerk

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

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

THE ABOVE SPACE FOR RECORDER'S USE

**AMENDMENT TO
RECAPTURE AGREEMENT FOR THE HAMPSHIRE CREEK INTERCEPTOR
SEWER BETWEEN PHI-HAMPSHIRE, INC., AN ILLINOIS CORPORATION
AND THE VILLAGE OF HAMPSHIRE**

THIS AMENDMENT TO RECAPTURE AGREEMENT ("Amendment") is made and entered into as of April __, 2014, by and between PHI-HAMPSHIRE, INC., an Illinois corporation ("PHI"), successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, and the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation, located in Kane County, Illinois (the "Village").

This Amendment is joined by Tuscany Woods Holdings, Inc. ("TWHI"), an Illinois corporation, as the current title holder to the property designated as Unit 1 of the Tuscany Woods Subdivision, as more fully set forth in the Recitals below; and TWHI, together with PHI-Hampshire, Inc. above, are referred to herein as "Developers." Developer and the Village are hereinafter individually referred to as a "Party" and collectively as the "Parties."

This Amendment encompasses all costs incurred in the First Sewer Expansion Project (as hereinafter defined), together with the Village's WWTF Expansion to 1.5 mgd Capacity Project (as defined in the Agreement for Financing the WWTF Expansion to 1.5 mgd Capacity, dated February 2, 2006) which costs have been credited against the Sewer Impact Fees and Sewer Connection Fees otherwise due in relation to development of the Tuscany Woods

Subdivision and as more fully described in the Development Agreement described in the Recitals set forth below.

RECITALS

A. PHI-Hampshire, Inc., an Illinois corporation, is the successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company.

B. Developer and the Village have previously entered into the Tuscany Woods Development Agreement ("Development Agreement") dated September 2, 2004, concerning the Tuscany Woods Development.

C. Subsequently, a portion of the Tuscany Woods Subdivision was transferred to a separate entity; was platted as "Unit 1" of the Subdivision; and was the subject of a foreclosure action which has resulted in title to Unit 1 currently being held by Tuscany Woods Holdings, Inc.

D. The Subdivision consists of real estate consisting of approximately 409.8 acres; Unit 1 and the remainder of the territory in the Subdivision are legally described as set forth on Exhibit "A," attached hereto and incorporated herein by this reference.

E. For purposes of convenience, the territory described on Exhibit "A" as the territory outside of Unit 1 will be referred to herein as "Unit 2."

F. For purposes of convenience, PHI-Hampshire, Inc. and Tuscany Woods Holdings, Inc. (together with their predecessors in title) will be referred to herein as "Developers."

G. Pursuant to the Development Agreement, Developers were required to fund the costs for the First Sewer Expansion Project, including costs incurred by the Village to design, permit and construct the Hampshire Creek Interceptor Sewer. It is acknowledged and agreed that another party (to wit: Hampshire West, LLC) in fact obtained permits for and constructed

a portion of the Hampshire Creek Interceptor Sewer, from a point commencing at the connection of the interceptor sewer to the existing Village Wastewater Treatment Facility, and running northward across Hampshire Creek for approximately four hundred fifty lineal feet of interceptor sewer main. Developers retained responsibility for construction of, and constructed, the remainder of the Hampshire Creek Interceptor sewer to a point on the northern boundary of the Tuscany Woods Development, as shown on Exhibit "F" attached hereto and incorporated herein by this reference.

H. Pursuant to the terms of the Development Agreement, Developers were to receive credit for the costs incurred for the First Sewer Expansion Project, and for the WWTF Expansion to 1.5 mgd Capacity, and were to be allowed to recapture any excess costs incurred by means of a recapture agreement with the Village.

I. The First Sewer Expansion Project will benefit other properties in the area. Pursuant to the Development Agreement, Developers are entitled to recapture amounts paid for the First Sewer Expansion Project in excess of the credits Developers received for pre-paying the sewer impact fees and sewer connection fees otherwise due to the Village in regard to the development of the Tuscany Woods Subdivision.

J. In reliance on the Village's covenants, agreement and representations contained in this Amendment and in the Development Agreement, Developers have incurred substantial costs in funding the construction of the First Sewer Expansion Project.

K. Recapture due under this Amendment shall be based upon the total amount of Final Certified Cost for the following improvements, less the credit for Sewer Impact Fees and Sewer Connection fees due in relation to the improvements in the Subdivision,

- i. construction of the Expansion of the Wastewater Treatment Facility to 1.5 mgd Capacity, in accordance with the Agreement for Funding Expansion of the

Village's Wastewater Treatment Facility to 1.5 mgd Capacity, dated February 2, 2006; and specifically including the final payment from PHI-Hampshire, Inc. to Hampshire West, LLC in an amount equal to \$226,206.13.

- ii. construction of the Hampshire Creek Interceptor Sewer; and
- iii. payment of reimbursement to Hampshire East, LLC for the costs of constructing the portion of the Hampshire Creek Interceptor Sewer, as described above in an amount equal to \$139,270.19.

L. The amount so calculated shall be collected by the Village from the owners of properties benefited by such improvements, in accordance with the terms of this Agreement.

M. The planned growth of the Village and the health, safety and welfare of the residents of the Village has been furthered by construction of the Hampshire Creek Interceptor Sewer.

N. The Parties are entering into this Amendment 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 Development Agreement.

O. The Village has adopted and shall adopt the necessary ordinances required by state statute to approve this Amendment and to authorize the payment of the Recapture Amounts.

O. Each of the Developers have separately entered into a certain agreement with the Village, titled "Amended and Re-Stated Development Agreement," dated April ____, 2014,

respectively, which amended agreements include terms and provisions relating to the recapture rights described herein.

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 Amendment and are expressly incorporated into and made a part of this Amendment 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) "Benefited Property" refers to the properties identified on the map Identifying the Benefited Properties attached hereto as Exhibit "B" and on the PIN list of the Benefited Properties, attached hereto as Exhibit "C".

(b) "Certified Cost - Partial" refers to the cost incurred by Developer prior to December 31, 2006, and memorialized in a Recapture Agreement dated December 13, 2006, and recorded with the Office of the Kane County Recorder on January 7, 2007 as Document number 2008K001114. The Certified Cost - Partial was approved and certified by the Village as a portion of the total final costs for construction of First Sewer Expansion Project, including the portion of the Hampshire Creek Interceptor Sewer for which Developers bore responsibility. The Certified Cost-Partial is Two Hundred Seven Thousand Four Hundred Ninety Four and 40/100 Dollars (\$207,494.40).

(c) "Certified Cost - Final" refers to the amount certified by the Village Engineer as the final actual cost incurred by Developers for the First Sewer Expansion Project. The Certified Cost - Final includes the Certified Cost-Partial and the additional costs thereafter incurred by

Developers and totals Four Million Seven Hundred Thousand Five Hundred Ninety-Six and 80/100 (\$4,782,596.80) Dollars.

(d) "Connection" or "Connecting" refers to the earlier to occur of approval by the Village of a Final Plat of Subdivision for all or any portion of a Benefited Property; or issuance by the Village of a building permit for the first residential unit on the Benefited Property. It is the parties' intent to construe this provision in a manner most favorable to the Developers collecting the recapture at the earliest possible date.

(e) "Connection and Impact Fees" refers to the Sanitary Sewer connection fees and the wastewater treatment impact fees described in the Development Agreement (See Exhibit D to said Development Agreement).

(f) "Date of Completion" refers to the date the Village determines that the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, is complete and operational.

(g) "Developers" refers to PHI-Hampshire, Inc., an Illinois corporation, and Tuscany Woods Holdings, Inc., an Illinois corporation.

(h) "Developer(s) of Benefited Property", see definition of "Owner(s) of Benefited Property" below.

(i) "Developers' Property" refers to the approximate 409.8 acres generally known as the "Tuscany Woods Subdivision" in the Village of Hampshire.

(j) "Development Agreement" means the Development Agreement by and between HPI-Hampshire, LLC and the Village of Hampshire, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704.

(k) "First Sewer Expansion Project" refers to the sewer improvements described in the Development Agreement, and as subsequently modified as to the Hampshire Creek

Interceptor Sewer (and, after a portion thereof had been constructed by another party as described above).

(l) "Final Plat Approval" refers to the adoption of the appropriate resolution or ordinance by the Corporate Authorities approving a Final Plat of Subdivision, a final development plan, or a comparable type of plat or plan.

(m) "Final Plat of Subdivision" refers to the term and process set forth in Chapter 7 of the Village of Hampshire Municipal Code, as amended from time to time.

(n) "Owner(s) of Benefited Property" refers to the record title holders of property identified on the maps identifying the Benefited Properties, Exhibit "B," and on the Benefited Properties List, Exhibit "C."

(o) "Permanent Index Numbers (PIN)" refers to the convention used by the County Recorder's Office for assigning reference numbers for the purpose of identifying parcels of property by township, section, lot and block.

(p) "Population Equivalent" or "PE" refers to the engineering standard utilized for design of waste water and water usage facilities, for purposes of this Amendment, at 100 gallons of water per person per day, for single family residence dwelling units, 3.5 PE, and for condominiums or apartments, 3.0 PE.

(q) "Recapture Amount" refers to the computation set forth in paragraph 5 due and owing from an Owner of a Benefited Property.

(r) "Service Area" refers to the total area of the Developer's Property and Benefited Properties for which the Hampshire Creek Interceptor Sewer has been designed to serve, which is 2,114 acres, as depicted on Exhibit "C."

(s) "Village" refers to the Village of Hampshire.

3. Certified Cost and Certified Capacity.

(a) The Village certifies by this Amendment that the Certified Cost - Final for the First Sewer Expansion Project is Four Million Seven Hundred Eighty Two Thousand, Five Hundred Ninety Six and 80/100 Dollars (\$4,782,695.80), as set forth in Exhibit "E." This figure includes the costs previously certified by the Village as the Certified Cost - Partial.

(b) The Service Area for the First Sewer Expansion Project is the area shown on Exhibit "C," and constituting 2,114 acres, more or less.

(c) The Certified Cost - Final of constructing each component of the First Sewer Expansion Project includes the following:

(i) All engineering costs and expense for preparation of the plans and specifications for each component of the First Sewer Expansion Project, and any revision thereto, and all other engineering costs and expenses incurred by the Village in designing the First Sewer Expansion Project;

(ii) The total amounts paid in connection with the construction of each component of the First Sewer Expansion Project, 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 by Developer, including payments or reimbursements to the Village for review, inspections and/or oversight by the Village Engineer, and payments to any other governmental agencies having jurisdiction over the Benefited Properties, in connection with the construction of each component of the First Sewer Expansion Project;

(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 First Sewer Expansion Project;

(v) All costs and expenses paid or incurred by the Village or its contractors in connection with the repair or replacement of each component of the First Sewer Expansion Project prior to the First Sewer Expansion Project being certified complete and put in operation; and

(vi) Certain costs incurred by PHI-Hampshire, Inc. and paid to Hampshire East, Inc. in the amount of \$226,206.1 for the WWTF Expansion to 1.5 mgd Capacity project; and certain costs incurred by PHI-Hampshire, Inc. and paid to Hampshire West, LLC in the amount of \$139,270.19 for the cost of construction of a portion of the Hampshire Creek Interceptor Sewer, as described above.

4. **Benefited Properties.**

(a) **Benefited Properties.** Funding of the construction of the First Sewer Expansion Project by Developers has made it possible for the Village to provide sewer service to Developers' Properties, and to certain properties other than Developers' Properties, in the Village. Such other properties are each referred to herein as a "Benefited Property", and collectively as the "Benefited Properties." The Benefited Properties are identified on Exhibit "B" and Exhibit "C."

(b) **Only Properties on Benefited Properties List Eligible for Service.** Except as otherwise provided herein, only those properties that are identified on Exhibit "C," the Benefited Properties List, are eligible to connect to and secure the benefit of the First Sewer Expansion Project, unless the Village receives a legally binding written commitment from a Property Owner to be included as a Benefited Property and to pay an appropriate financial contribution in exchange for such property connecting onto and securing the benefit of the First Sewer Expansion Project. The modification or elimination of Benefited Properties listed on

Exhibit "B" and/or Exhibit "C" shall be approved pursuant to the amendment procedure identified herein in sub-paragraph 4(d).

(c) **Amendment to PIN.** In the event Kane County changes the permanent index number of any of the properties identified on the Benefited Properties List, the Village and the Developer shall cooperate to amend Exhibit "C" to reflect the current and correct PIN.

(d) **Amendments to Benefited Properties with Consent of Developer.** In the event that a property not listed on the Benefited Properties List seeks to connect to or have the benefit of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, the Village shall give Developers fifteen (15) days advance written notice of its intent to serve such property and then, provided the Village secures the required financial commitment from the owner of such property, Developers shall consent to including such property within the Benefited Properties, unless the inclusion of such property will diminish Developer's reserved capacity.

(e) **Reservation of Capacity to Serve Tuscany Woods and Permit Developer to Recover Recapture.** The Village agrees to reserve at all times sufficient capacity in the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, to permit Developers' Properties to be served by the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to permit Developers to recover all Recapture Amounts due Developers.

5. **Recapture Amount Due From Owners of Benefited Properties.**

(a) **Allocation of Certified Costs.** The Certified Cost - Final shall be allocated between and among Developers, as developers of the Tuscany Woods Subdivision, and the Owners of the Benefited Properties, and shall be allocated based on the capacity of the Hampshire Creek Interceptor Sewer, as follows:

- (i) Developer shall be reimbursed on a cost per PE basis.
- (ii) The total PE of the Hampshire Creek Interceptor Sewer is 25,000 PE, to be reduced by a factor of 50% for purposes of calculation under this Amendment (to 12,500 PE); 2,234.5 PE is needed to serve the Tuscany Woods Subdivision. Therefore, the balance of PE available for use by Owners of Benefited Properties is equal to 10,265.5 PE.
- (iii) The Recapture Amount for each Benefited Property shall therefore be determined according to the following formula:
- a. From the sum of the wastewater treatment impact fees plus the sewer connection fees due from Developer for Tuscany Woods, subtract the amount of wastewater treatment impact fees plus sewer connection fees credited to the costs incurred by Developer
 - under the terms of the Development Agreement; and
 - under the terms of the Agreement for Funding Expansion of the Village's Wastewater Treatment Facility to 1.5 mgd Capacity, dated February 2, 2006 (and requiring payment to Hampshire West, LLC as final reconciliation of contributions due for the Expansion of the WWTF to 1.5 mgd Capacity), and that certain Recapture Agreement dated October 20, 2011 and recorded as Doc. No. 2012K005496; and
 - under the terms of that certain Recapture Agreement dated January 20, 2011, and recorded as Doc. No. 2011K015822 (and requiring payment to Hampshire East, LLC for costs related to the Hampshire Creek Interceptor Sewer).
 - b. From the Certified Cost - Final subtract the result from sub-paragraph (a) above, arriving at Net Recapturable Costs; and
 - c. Reduce the total transmission capacity of the Hampshire Creek Interceptor Sewer by a factor of 50%, resulting in the Net Capacity of the Interceptor; and
 - d. From the Net Capacity of the Interceptor resulting from sub-paragraph (c) above, subtract the capacity assigned and reserved to Tuscany Woods under the Development Agreement, to wit: 2,234.5 PE, arriving at Balance of PE in the Interceptor = 10,265.5 PE; and
 - e. Divide the Net Recapturable Costs (b above) by the Balance of PE in the Interceptor (d above) to arrive at Cost per PE; and

f. Multiply the PE for the Benefited Property by the Cost per PE (e above), to arrive at Recapture Amount.

(iv) The Village agrees to require the Owner of a Benefited Property to pay its recapture obligation at the rate determined in accordance with the formula set forth in this Paragraph 5.

(b) **Time of Payment of Recapture Amount.** The Village shall require the Owner of any Benefited Property to make full payment of the Recapture Amount due in respect of said property within thirty (30) days after Final Plat approval. In no event shall the Village permit a Benefited Property to connect to or use the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, until the Owner of the Benefited Property has made full payment of the Recapture Amount due.

(c) **Payment of Interest on Recapture Amount.** In addition to payment of the Recapture Amount, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay simple interest ("Interest") as to the amount due, which interest shall be calculated at the Prime rate of interest per annum (as established by Northern Trust Bank on May 1 of each calendar year after the effective date of this Amendment) said rate to continue in effect until the next following April 30, computed from the Date of Acceptance of the improvements to the date of payment.

(d) **Payment of Administrative Fee.** In addition to payment of the Recapture Amount and Interest, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay an Administrative Fee to the Village, at the rate of 3% of the sum of the Recapture Amount and Interest due. The Administrative Fee shall be paid at the time of payment of the Recapture Amount and Interest.

(e) **Satisfaction of Recapture Obligations.** Once the Developers' recapturable portion of the Certified Cost - Final, together with accrued Interest, has been fully paid to Developers, the Village shall not be required to pay any further Recapture Amount(s) to Developer.

(e) **Developers Not Liable to Pay Recapture Amounts.** Developers shall not be required to pay any Recapture Amount, Interest, or Administrative Fee to the Village in regard to or as a result of connection to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer.

(f) **Village Cooperation.** The Village shall use its best efforts to include in any annexation agreement or pre-annexation agreement entered into after the date of this Amendment with any Owner of a Benefited Property, a requirement that said Owner shall pay the Recapture Amount, Interest and Administrative Fee provided for herein, and shall waive any right to contest both the legality or enforceability of this Amendment and/or his obligation to pay such Recapture Amount, Interest and/or Administrative Fee.

6. **Right to Connect.**

(a) The Owners of all Benefited Properties may be permitted to connect to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to extensions thereto, provided capacity is available and provided they shall have first paid to the Village:

- (i) any Recapture Amount charged to the property in question;
- (ii) all Interest then due in connection with payment of said Recapture Amount; and
- (iii) the Village Administrative Fee.

7. **Collection Agent; Collection and Payment of Recapture Amounts, Interest, and Administrative Fees.** The Village shall act as collection agent for the Recapture Amounts, Interest and Administrative Fees that are payable under the terms of this Agreement. When it

has received any Recapture Amount, Interest, and Administrative Fee in proper amount, the Village shall within 30 days of receipt of same, and pursuant to Paragraph 4(f) of the Amended and Re-Styled Development Agreement for Unit 2, dated April ____, 2014, and Paragraph 4(f) of the Amended and Re-stated Development Agreement for Unit 1, dated April ____, 2014, pay over to TWHI its proportionate share of the Recapture Amount and any Interest collected and to PHI-Hampshire, Inc. its proportionate share of the Recapture Amount and any Interest collected. The proportionate shares of each respective Party is set forth on Exhibit "D" to this Agreement, attached hereto and incorporated herein by this reference. The Village shall retain the Administrative Fee.

8. **Limitation on Village's Obligations to Deliver Recapture Amounts and Interest to Developer.** The Village's obligation to deliver over to Developers Recapture Amounts and Interest collected from Owners of the Benefited Properties constitutes a limited obligation of the Village payable solely from amounts received by the Village from or on behalf of such Owners. 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, Developers shall notify the Village promptly after first discovering any such failure.

9. **Indemnification and Hold Harmless.** The Village and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections, for each Benefited Parcel, but neither the Village nor any of its officials, employees or agents shall be liable in any manner for any failure to make such collections. Developer shall hold harmless

the Village, its officers, employees, and agents from the failure to collect said sums. In any event, however, Developer and/or the Village may sue any Benefited Owner owing any Recapture Amount hereunder for collection thereof, and in the event Developer initiates a collection suit, the Village agrees to reasonably cooperate with Developer's attempts, by allowing free and full access to the Village's books and records pertaining to the development of any Benefited Parcel, and the collection of any Recapture Amounts related thereto.

In the event that the Village, and/or any of its officers, employees, or agents is made a party Defendant in any litigation arising out of or related to this Agreement, Developer shall defend such litigation, including but not limited to the interest of the village; and shall further release and hold the Village harmless from any judgment entered against Developer or the Village, and shall indemnify the Village from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the Village, or any of its officers, employees, or agents.

10. **Term.** This Amendment shall remain in full force and effect until the first to occur of: (a) such time as Developers have fully recaptured all Recapture Amounts and all Interest due hereunder; or (b) the date which is 20 years from the date of this Amendment.

11. **Books and Records.** Developer and the Village shall maintain complete books and records showing Developer's expense, calculated in accordance with generally accepted accounting principles, for construction of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and the Village shall keep and maintain complete books and records showing Recapture Amounts and Interest collected by it. 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 and

Developer during normal business hours, upon request being made a reasonable period of time prior thereto.

12. **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, or sent by telecopy facsimile to the telecopy numbers 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; and faxed notices shall be deemed given as of the date of the transmission, provided the sending FAX machine produces a transaction statement that reflects the date and time of service, the FAX number to which the notice was transmitted and an acknowledgement from the receiving FAX machine that the transmission has been received. 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 Facsimile: (847) 683-4915 Attention: Village Clerk |
| Copy to: | Mr. Mark Schuster Bazos, Freeman, Kramer, Schuster & Braithwaite LLC 1250 Larkin Avenue Elgin, IL 60140 Facsimile: (847) 742-9777 |
| If to PHI-Hampshire: | PHI-Hampshire, Inc. 6860 Frontage Road Burr Ridge, IL 60527 Facsimile: (630) 455-3021 Attention: Mr. Thomas Small |

Copy to:

Mr. Thomas Burney
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, IL 60014
Facsimile: (815) 459-8429

or to such other address as any Party may, from time to time, designate in a written notice to the other Party.

13. **Successors and Assigns.** This Amendment shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developers who have been designated in writing by Developers as being parties intended to be benefited and burdened by the provisions of this Amendment, and upon successor Corporate Authorities. Notwithstanding anything contained herein to the contrary, Developers may assign their rights and delegate their duties and obligations hereunder. No delegation of Developers' duties and obligations, however, shall relieve Developers of their obligations and liabilities under this Amendment, insofar as the Village is concerned, unless and until the Village has given its written consent to said delegation (which consent shall not be unreasonably withheld if said third party purchaser demonstrates that it is financially responsible, to the Village's satisfaction, to meet its obligations hereunder) and said third party purchaser fully accepts and assumes responsibility, in writing directed to the Village, for all duties and obligations of Developers relating to the Developers' Properties, or such portion thereof as is being sold. Developers' right to recapture the Recapture Amounts shall not be affected by a sale, in whole or in part, of the Developers' Properties. Nothing contained in this Article shall limit or restrict Developers' right to assign to others its right to receive Recapture Amounts and Interest paid under and pursuant to this Amendment.

14. **Merger/Amendment.** This Amendment contains 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 Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

15. **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 Amendment. 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 Amendment or the Development Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amendment 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 Amendment, 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) If a Party to this Amendment shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of the default to the defaulting Party, and the defaulting Party shall have failed to cure the default within thirty (30) days after the receipt of the default notice (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).

(d) 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.

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

17. **Captions and Designations/Exhibits.** Throughout this Amendment, 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 Amendment. All exhibits to this Amendment are expressly incorporated herein by this reference thereto.

18. **Severability.** If any provision of this Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Amendment 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 Recapture Amounts or Interest 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 Amounts and Interest payable may be given force and effect. No Party to this Amendment shall

contest the validity or enforceability, or assert the invalidity or unenforceability of any provision of this Amendment.

19. **Further Assurances.** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Amendment, 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 Amendment.

20. **Authorizations.** The Parties represent and warrant that the individuals executing this Amendment 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 Amendment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment 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: _____
Jeffrey R. Magnussen
President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

PHI-HAMPSHIRE, INC., an Illinois corporation

By: _____
Its: _____

TUSCANY WOODS HOLDINGS, INC., An Illinois Corporation,

By: _____
Its: _____

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 Jeffrey R. Magnussen, and Linda Vasquez, 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 Amendment to 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 _____, 2014.

Notary Public

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 **PHI-Hampshire, Inc., an Illinois corporation, successor in interest to HPI-Hampshire, L.L.C., 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 corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

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 **Tuscany Woods Holdings, Inc. an Illinois corporation**, 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 Amendment to Recapture Agreement, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

DRAFT

EXHIBIT LIST

Legal Descriptions of Unit 1 and Unit 2 Properties A

Map Identifying the Benefited Properties B

PINs of the Benefited Properties..... C

Proportionate Share of Each Party re Amounts Collected D

Certified Cost - Final E

Hampshire Creek Interceptor Sewer..... F

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF UNIT 1 AND
THE TERRITORY OUTSIDE OF UNIT 1 ("UNIT 2") PROPERTIES

DRAFT

EXHIBIT B

MAP IDENTIFYING THE BENEFITED PROPERTY

DRAFT

EXHIBIT C

THE BENEFITED PROPERTIES LIST

DRAFT

EXHIBIT D

PERCENTAGES OF PAYOUTS (ON A PRO RATA BASIS)
OF RECAPTURE AMOUNTS AND INTEREST COLLECTED

| | | |
|-----|------------------------------|----------|
| To: | PHI-Hampshire, Inc. | 7.6418% |
| To: | Tuscany Woods Holdings, Inc. | 92.3582% |

DRAFT

* Provided, each payment due according to these percentages shall be rounded down to the nearest \$0.01.

EXHIBIT E

CERTIFIED COSTS - FINAL

DRAFT

EXHIBIT F

HAMPSHIRE CREEK INTERCEPTOR SEWER

DRAFT

No. 14 -

**A RESOLUTION
APPROVING THE FIRST SUPPLEMENTAL TRUST INDENTURE FOR
SPECIAL SERVICE AREA #13 IN THE VILLAGE**

WHEREAS, the Village has previously entered into a certain Trust Indenture with Amalgamated Bank of Chicago as Trustee (the "Trustee"), dated March 1, 2007, in support of the issuance of Special Service Area #13 Special Tax Bonds, Series 2007, and

WHEREAS, the owner of a portion of the property located within Special Service Area #13 has reached an agreement with the holders of said Special Tax Bonds to redeem some of the Series 2007 Special Tax Bonds currently outstanding; and

WHEREAS, the Village has otherwise determined that it is necessary and advisable to enter into a Supplemental Trust Indenture with the Trustee to modify the original Trust Indenture so as to authorize and facilitate the proposed redemption transaction; and

WHEREAS, the Village, the Trustee, the affected property owner, and others have entered into a certain agreement, titled, "Settlement Agreement and Mutual Release," dated December 11, 2013 (the "Global Settlement Agreement"), addressing issues concerning the Tuscany Woods Subdivision, Village of Hampshire Special Service Area #13, the Special Tax Bonds, Series 2007, and other matters, and specifically including the proposed redemption transaction; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village to authorize and facilitate the proposed redemption transaction, expressly contingent, however, on the successful conclusion of all matters pertaining to said Global Settlement Agreement.

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 Village of Hampshire shall and hereby does approve the First Supplemental Indenture with Amalgamated Bank of Chicago as Trustee for Village of Hampshire Special Service Area #13, dated March 1, 2014, in words and figures as set forth on Exhibit "A" attached hereto and incorporated herein by this reference

Section 2. The Village President shall be and hereby is authorized to execute and to deliver to Amalgamated Bank of Chicago, and the Village Clerk is authorized to attest, such First Supplemental Indenture, together with such other document(s) as reviewed and approved by the Village Attorney, that may reasonably be necessary to conclude the proposed bond redemption.

Section 3. The approval and authorization set forth in this Resolution shall be and is expressly contingent upon conclusion of all matters addressed in the Global Settlement Agreement identified herein, it being the intention of the parties set forth therein to deposit all pertinent documents in escrow for purposes of closing and to close on all such matters on April 15, 2014, or such other date as is agreed by and among all the parties to said Global Settlement Agreement. Should such closing not occur, and matters pertaining to the Global Settlement Agreement remain unconcluded after such closing date, then this Resolution may be rescinded by action of the Board of Trustees at any time thereafter.

Section 4. The delivery of the First Supplemental Indenture to Amalgamated Bank of Chicago shall be by means of an escrow arrangement with Chicago Title & Trust Company as Escrow Agent for the Village, or with such other escrow agent as may be designated by agreement of the parties to the Global Settlement Agreement.

Section 5. The Recitals set forth above shall be and are incorporated into this Resolution as if fully set forth herein.

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

ADOPTED THIS 3rd DAY OF APRIL, 2014, by roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 3rd DAY OF APRIL, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

/

/

CERTIFICATE /

/

/

/ / / / / / / / /

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

I further certify that on April 3, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Resolution No. 14 - _____, entitled:

**A RESOLUTION
APPROVING A FIRST SUPPLEMENTAL TRUST
INDENTURE FOR SPECIAL SERVICE AREA #13
IN THE VILLAGE**

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

This Certificate dated this _____ day of _____, 2014.

Linda Vasquez
Village Clerk

VILLAGE OF HAMPSHIRE

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NO. 14-__

AN ORDINANCE AMENDING ORDINANCE NO. 07-24
AND PROVIDING FOR THE REISSUANCE OF
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER 13
SPECIAL TAX BONDS, SERIES 2007
(TUSCANY WOODS PROJECT)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES

OF THE
VILLAGE OF HAMPSHIRE

KANE COUNTY

STATE OF ILLINOIS

APRIL 3, 2014

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Hampshire, Kane County, Illinois this 4th day of April, 2014.

ORDINANCE NO. 14-__

AN ORDINANCE AMENDING ORDINANCE NO. 07-24
AND PROVIDING FOR THE REISSUANCE OF
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER 13
SPECIAL TAX BONDS, SERIES 2007
(TUSCANY WOODS PROJECT)

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

Section 1. Findings and Declarations. It is found and declared by the President and the Board of Trustees of the Village of Hampshire, Kane County, Illinois (the “**Village**”) as follows:

(a) The Village has previously established a Special Service Area Number 13 described more fully in Exhibit A to its Ordinance No. 07-24 (the “**Special Service Area**”) pursuant to an Ordinance of the Village entitled “An Ordinance Establishing Special Service Area Number 13 (Tuscany Woods Project) in the Village of Hampshire, Kane County Illinois, and providing for the levy of taxes for the purpose of paying the cost of providing special services in and for such Area” adopted April 12, 2007 (the “**Establishing Ordinance**,” pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*, as amended (the “**Special Service Area Act**”) and the provisions of Section 7 of Article VII of the 1970 Constitution of the State of Illinois, and has otherwise complied with all other conditions precedent required by the Special Service Area Act.

(b) Pursuant to (i) an Ordinance adopted by the Village on April 12, 2007 and the related Determination of authorized officers of the Village (together, the “**Original Bond Ordinance**”), and (ii) that certain Trust Indenture, dated as of March 1, 2007 (the “**Original Indenture**”), between the Village and the Amalgamated Bank of Chicago (the “**Trustee**”), the Village issued \$12,000,000 original aggregate principal amount Village of Hampshire, Kane County, Illinois, Special Service Area Number 13 Special Tax Bonds, Series 2007 (Tuscany Woods Project) (the “**Series 2007 Bonds**”), which are now outstanding in the aggregate principal amount of \$11,849,000; and

(c) Certain Events of Default (as defined in the Original Indenture) have occurred and continue and the Trustee provided notice of Events of Default on December 6, 2011 and provided a second notice of Events of Default dated March 1, 2012, as required by the Original Indenture.

(d) In order to address those Events of Default and settle and release certain disputes and claims with respect to (i) the Series 2007 Bonds, (ii) the Special Taxes (as defined in the Original Indenture), (iii) the Special Services (as defined in the Original Indenture), and (iv) certain funds held by the Trustee under the Original Indenture, the Village, the Trustee, US Bank National Association, Tuscany Woods Holdings, Inc., an Illinois corporation (“**TWHI**”), PHI-Hampshire, Inc. an Illinois corporation (“**PHI**”),

HPI-Hampshire LLC, an Illinois limited liability company and the beneficial owners of 100% of the Bonds (collectively, the “**Beneficial Owners**”), entered into a Settlement Agreement and Mutual Release of Claims, dated November 8, 2013 (the “**Settlement Agreement**”) in the form of Exhibit A attached hereto.

(e) The Trustee entered into the Settlement Agreement and is taking or will take the actions provided in the Settlement Agreement pursuant to a Letter of Direction dated October 21, 2013 executed by each of the Beneficial Owners.

(f) The Settlement Agreement provides that, subject to the conditions provided in the Settlement Agreement, the Village and the Trustee will enter into a Supplemental Indenture (as defined in the Original Indenture) supplementing and amending the Original Indenture to (i) provide for the redemption of \$5,900,000 of the Series 2007 Bonds upon certain terms (the “**Bond Redemption**”), (ii) release the lien of the Original Indenture upon the Special Taxes otherwise required under the Original Bond Ordinance and the Original Indenture to be levied upon and collected with respect to that portion of the Special Service Area (as defined in the Original Indenture) identified in Exhibit A to the Original Indenture and in the Settlement Agreement as “Unit 2” (“**Unit 2**”), (iii) waive and relinquish any claim to the collection of Special Taxes with respect to Unit 2, whether such Special Taxes were due before, are due now or are to be due after the Bond Redemption is effected, and (iv) provide for the transfer of certain moneys on deposit in the Improvement Fund established under the Original Indenture in the amounts and to the persons specified in the Settlement Agreement.

(g) The Settlement Agreement also provides that an amount equal to approximately \$1,240,000 on deposit in the Improvement Fund under the Original Indenture will, subject to court order, be applied as provided in Section 3 of the Settlement Agreement, and (i) an appropriate order will be presented to the Circuit Court of Kane County, Illinois in Case No. 08 CHK 2488, (ii) the Village, U.S. Bank National Association and PHI have agreed to entry of such court order, and (iii) a copy of such court order (the “**Agreed Order**”) shall be received by the Trustee and when entered is to be attached as Exhibit C to a First Supplemental Indenture dated as of April 1, 2014 between the Village and the Trustee (being the “**Supplemental Indenture**”), in the form of Exhibit B attached hereto.

(h) Section 10.2 of the Original Indenture provides that the Original Indenture may be supplemented and amended in the manner described above with the consent of (i) the Notice Beneficial Owners and (ii) the registered owners of 100% of the outstanding Bonds.

(i) The written consents of the Beneficial Owners, which include all of the Notice Beneficial Owners, to the execution and delivery of the Supplemental Indenture and the supplements of and amendments to the Original Indenture made by the Supplemental Indenture are to be attached to the Supplemental Indenture as Exhibit D.

(j) Pursuant to Section 10.6 of the Original Indenture, the Trustee gave written notice by mail to the Developer, the Notice Beneficial Owners and the registered owners of all Series 2007 Bonds outstanding of the substance of the Supplemental

Indenture, one or more Notice Beneficial Owners or registered owners of the Series 2007 Bonds requested that an opinion of bond counsel be delivered to the Trustee, and an opinion of bond counsel meeting the requirements of Section 10.6 to be delivered to the Trustee and is attached to the Supplemental Indenture as Exhibit E.

(k) Pursuant to its proceedings authorized by the Village Board of Trustees on January 9, 2014, the Village petitioned the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois (Gen. No. 14 MC 2) pursuant to the Sections 27-60 and 27-65 of the Special Service Area Tax Law to disconnect certain territory from the Village of Hampshire Special Service Area No. 13 and an Order of Disconnection (the “**Order of Disconnection**”) was entered on March 28, 2014, in the form of Exhibit C, attached hereto.

(l) Such disconnected territory has ceased to be subject to taxes levied in connection with Special Service Area No. 13 and the Village is adopting this Ordinance No. 14-__ in part in order to further secure the Beneficial Owners.

(m) The interest rate on the reissued Series 2007 Bonds and the maximum period of time over which such Series 2007 Bonds will be retired are not greater than that set forth in the original notice for the Hearing held March 3, 2005 with respect to the Series 2007 Bonds and the debt service on such reissued Series 2007 Bonds does not exceed the debt service estimated to be paid over the remaining duration of the Series 2007 Bonds.

Section 2. Reissuance of Series 2007 Bonds. Pursuant to the agreements outlined above and in accordance with said Order of Disconnection, the Village shall reissue the Series 2007 Bonds in the amount of \$5,949,000 as provided in this Ordinance. The reissued Series 2007 Bonds shall continue to be designated “Village of Hampshire, Kane County, Illinois Special Service Area Number 13 Special Tax Bonds, Series 2007 (Tuscany Woods Project).” The Series 2007 Bonds shall be reissued pursuant to the powers of the Village pursuant to Section 7 of Article VII of the 1970 Constitution of the State of Illinois; the Special Service Area Act; and the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.* (the “**Debt Act**”).

Section 3. Approval of Documents. There have been submitted to the President and the Board of Trustees forms of the following documents relating to the reissuance of the Series 2007 Bonds:

(a) a form of First Supplemental Indenture (the “**First Supplemental Indenture**”) between the Village and Amalgamated Bank of Chicago, as Trustee, which form of First Supplemental Indenture is attached to this Ordinance as Exhibit B; and

(b) a form of reissued Series 2007 Bond, which form is attached to this Ordinance as Exhibit D, attached hereto.

Such documents are approved as to form and substance and the President and the Clerk of the Village are authorized and directed to execute and deliver and/or authorize the use of such documents on behalf of the Village in the forms submitted with such additions, deletions and completions of the same as the Village President and the Village Clerk deem appropriate; and

when each such document is executed, attested, sealed and delivered on behalf of the Village, as provided herein, each such document will be binding on the Village; from and after the execution and delivery of each such document, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such additional documents as may be necessary to carry out and comply with the provisions of each such document as executed; and each such document shall constitute, and hereby is made, a part of this Ordinance, and a copy of each such document shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Clerk.

Section 4. Reissued Bond Terms. The Series 2007 Bonds shall be reissued as provided in the Indenture and shall be issued in the principal amount of \$5,949,000, shall be dated as provided in the Indenture, shall bear interest at a rate of five and three-quarters percent (5.75%) per annum, and shall be subject to redemption at the times and prices all as set forth in the Indenture. The execution and delivery of the Bond Supplemental Indenture by the Village President and the Village Clerk shall evidence their approval of the terms of the reissued Series 2007 Bonds set forth above.

Section 5. Execution and Delivery of Reissued Series 2007 Bonds. The Village President and the Village Clerk are authorized and directed to execute and deliver the reissued Series 2007 Bonds and, together with other Authorized Officers (as defined in the Indenture), to take all necessary action with respect to the reissuance of the Series 2007 Bonds, all in accordance with the terms and procedures specified in this Ordinance and the Indenture. The reissued Series 2007 Bonds shall be delivered to the Trustee who is directed to authenticate the reissued Series 2007 Bonds and deliver the reissued Series 2007 Bonds to the Notice Beneficial Owners in accordance with the Original Indenture and the Settlement Agreement.

The reissued Series 2007 Bonds shall be in substantially the form set forth in Exhibit D hereof. Each such Bond shall be executed by the manual or facsimile signature of the Village President and the manual or facsimile signature of the Village Clerk and shall have the corporate seal of the Village affixed to it (or a facsimile of that seal printed on it). The Village President and the Village Clerk (if they have not already done so) are authorized and directed to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signatures of Public Officials Act, as amended, which shall authorize the use of their facsimile signatures to execute the reissued Series 2007 Bonds. Each such reissued Series 2007 Bond so executed shall be as effective as if manually executed. In case any officer of the Village whose signature or a facsimile of whose signature shall appear on the reissued Series 2007 Bonds shall cease to be such officer before authentication and delivery of any of the reissued Series 2007 Bonds, that signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

No reissued Series 2007 Bond shall be valid for any purpose unless and until a certificate of authentication on that reissued Series 2007 Bond substantially in the form set forth in the bond form herein shall have been duly executed by the Trustee. Execution of that certificate upon any reissued Series 2007 Bond shall be conclusive evidence that the reissued Bond has been authenticated and delivered under this Ordinance.

Section 6. Reissued Series 2007 Bonds are Limited Obligations; Levy of Special Tax; Pledge. The reissued Series 2007 Bonds shall continue to constitute limited obligations of

the Village, payable from the Special Tax (as defined below) to be levied on all taxable real property within the Special Service Area (as the territory is set forth in the Order of Disconnection) as provided below. The reissued Series 2007 Bonds shall not constitute a general obligation of the Village and neither the full faith and credit nor the unlimited taxing power of the Village shall be pledged as security for payment of the reissued Series 2007 Bonds. Any amount of Special Tax in the year of levy set forth below provided for in the Original Bond Ordinance greater than set forth below is hereby abated.

There is hereby levied Special Taxes upon all taxable real property within the Special Service Area sufficient to pay and discharge the principal of and interest on the reissued Series 2007 Bonds at maturity or mandatory sinking fund redemption dates and to pay interest on the reissued Series 2007 Bonds for each year at the maximum interest rate set forth in Section 4 of this Ordinance and to pay for the Administrative Expenses (as defined in the Indenture) of the Village and Kane County, if any, for each year and to replenish the Reserve Fund created and established pursuant to the Indenture to an amount equal to the Reserve Requirement (as defined in the Indenture) including specifically the following amounts for the following years (the “Special Tax”):

| <u>Year of Levy</u> | <u>An Amount Sufficient to Produce the Sum of:</u> | <u>Year of Levy</u> | <u>An Amount Sufficient to Produce the Sum of:</u> |
|---------------------|--|---------------------|--|
| 2014 | \$454,524 | 2025 | \$535,274 |
| 2015 | 461,386 | 2026 | 543,268 |
| 2016 | 468,248 | 2027 | 551,410 |
| 2017 | 475,258 | 2028 | 559,746 |
| 2018 | 482,374 | 2029 | 568,082 |
| 2019 | 489,578 | 2030 | 576,566 |
| 2020 | 496,930 | 2031 | 585,244 |
| 2021 | 504,388 | 2032 | 593,922 |
| 2022 | 511,934 | 2033 | 602,942 |
| 2023 | 519,586 | 2034 | 611,962 |
| 2024 | 527,386 | 2035 | 621,088 |

In accordance with the revised Special Tax amounts set forth above and to be as set forth in the Special Tax Roll attached as an exhibit to the Village of Hampshire Special Service Area Number 13 Special Tax Roll and Report prepared for the Village by David Taussig & Associates, Inc. (as revised in accordance herewith, the “Special Tax Roll and Report”), the Special Tax shall be computed, extended and collected in accordance with the Special Tax Roll and Report, and divided among the taxable real property within the Special Service Area in accordance with the terms of the Establishing Ordinance and the Special Tax Roll and Report. It shall be the duty of the Village and the Village hereby covenants, annually on or before the last Tuesday of December for each of the years 2014 through 2035 to calculate or cause the Consultant appointed pursuant to the Indenture to calculate the Special Tax Requirement (as defined in the Indenture); to amend the Special Tax Roll pursuant to Section VI.E of the Special Tax Roll and Report; to adopt an ordinance approving the amount of the current calendar year’s

Special Tax Requirement and to abate the Special Tax levied pursuant to this Ordinance to the extent the taxes levied pursuant to this Ordinance exceed the Special Tax Requirement as calculated by the Village pursuant to the Establishing Ordinance and the Special Tax Roll and Report; and provide the County tax collector of Kane County the amended Special Tax Roll. On or before the last Tuesday of February for each of the tax years 2014 through 2036 the Village shall notify the Trustee and the Notice Beneficial Owners (as defined in the Indenture) of the amount of the Special Tax Requirement and the amount of the Special Tax to be abated. The Village shall take all actions which shall be necessary to provide for the levy, extension, collection and application of the taxes levied by this Ordinance, including enforcement, of such taxes as provided by law but only as set forth in Section 7(a) below.

The Special Taxes levied as provided above shall be deposited in the Bond and Interest Fund created pursuant to the Indenture and are appropriated to and are irrevocably pledged to and shall be used only for the purposes set forth in Section 6.1 of the Indenture.

Section 7. Special Covenants. The Village covenants with the holders of the reissued Series 2007 Bonds from time to time outstanding that it (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid being taken) so that interest on the reissued Series 2007 Bonds will not be or become included in gross income for federal income tax purposes under existing law, including without limitation the Internal Revenue Code of 1986, as amended (the “Code”); (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which are necessary to avoid) so that the interest on the reissued Series 2007 Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time; and (iii) will take no action or permit any action in the investment of the proceeds of the reissued Series 2007 Bonds, amounts held under the Indenture or any other funds of the Village which would result in making interest on the reissued Series 2007 Bonds subject to federal income taxes by reason of causing the reissued Series 2007 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or direct or permit any action inconsistent with the regulations under the Code as promulgated and as amended from time to time and as applicable to the reissued Series 2007 Bonds. The President, Clerk, Treasurer and other Authorized Officers of the Village are authorized and directed to take all such actions as are necessary in order to carry out the issuance and delivery of the reissued Series 2007 Bonds including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the reissued Series 2007 Bonds and other moneys held under the Indenture in order to establish that the reissued Series 2007 Bonds shall not constitute arbitrage bonds as so defined.

The Village further covenants with the holders of the reissued Series 2007 Bonds from time to time outstanding that:

- (a) it will take all actions, if any, which shall be necessary in order further to provide for the levy, extension, collection and application of the Special Tax imposed by or pursuant to this Ordinance or the Establishing Ordinance, including enforcement of the Special Tax by providing the County with such information as is deemed necessary to enable it to include the property subject to the delinquent tax in the County Collector’s annual tax sale proceedings, and in the alternative, by instituting foreclosure proceedings

in the manner provided by law; provided, however, that the obligation to institute any foreclosure action against any taxpayer other than a taxpayer owning more than five percent (5%) of the total property within the Special Service Area shall only arise in the event the Village makes the determination that the proceeds from such foreclosure action have a commercially reasonable expectation of exceeding the costs thereof.

(b) it will not take any action which would adversely affect the levy, extension, collection and application of the Special Tax, except to abate the Special Tax to the extent that money is on hand and set aside to pay principal of and interest on the reissued Series 2007 Bonds and as provided in this Section 7; and

(c) it will comply with all present and future laws concerning the levy, extension and collection of the Special Tax; in each case so that the Village shall be able to pay the principal of and interest on the reissued Series 2007 Bonds as they come due and replenish the Reserve Fund to the Reserve Requirement and it will take all actions necessary to assure the timely collection of the Special Taxes including, without limitation, the enforcement of any delinquent Special Tax as described in paragraph (a) above.

Section 8. Additional Authority. The President, the Clerk and the other Authorized Officers of the Village are authorized to execute and deliver on behalf of the Village such other documents, agreements and certificates and to do such other things consistent with the terms of this Ordinance and the Determination as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this Ordinance including, without limitation, to make any representations and certifications they deem proper pertaining to the use of the proceeds of the reissued Series 2007 Bonds in order to establish that the reissued Series 2007 Bonds shall not constitute arbitrage bonds as defined in Section 7 above.

Section 9. Filing of Ordinance. The Village Clerk is directed to file a certified copy of this Ordinance, and an accurate map of the Special Service Area, with the County Clerk of Kane County.

Section 10. Severability. If any section, paragraph, clause or provision of this Ordinance (including any section, paragraph, clause or provision of any exhibit to this Ordinance) shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other sections, paragraphs, clauses or provisions of this Ordinance (or of any of the exhibits to this Ordinance).

Section 11. Repealer; Effect of Ordinance. All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are repealed to the extent of such conflict. The Village Clerk shall cause this Ordinance to be published in pamphlet form.

[SIGNATURE PAGE TO FOLLOW]

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS THIS 3RD DAY OF APRIL, 2014.

VOTING AYE: _____

VOTING NAY: _____

ABSENT: _____

APPROVED:

Jeffrey R. Magnussen, Village President

ATTEST:

Linda Vasquez, Village Clerk

- Exhibit A** - Settlement Agreement and Mutual Release of Claims
- Exhibit B** - Form of First Supplemental Indenture
- Exhibit C** - Order of Disconnection and Legal Description of Special Service Area Number 13 (Amended)
- Exhibit D** - Form of Reissued Series 2007 Bond

EXHIBIT A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

[SEE ATTACHED]

EXHIBIT B

FORM OF FIRST SUPPLEMENTAL INDENTURE

[SEE ATTACHED]

EXHIBIT C

**ORDER OF DISCONNECTION
AND
LEGAL DESCRIPTION OF SPECIAL SERVICE AREA NUMBER 13 (AMENDED)**

**VILLAGE OF HAMPSHIRE
SPECIAL SERVICE AREA NUMBER 13
(Tuscany Woods Project)**

Legal Description of SSA (Amended)

[SEE FOLLOWING PAGES]

UNIT #1

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 23, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, PART OF THE NORTHWEST QUARTER OF SECTION 26, AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A SPIKE FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26 A DISTANCE OF 60.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26 A DISTANCE OF 1,253.02 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS EAST 246.72 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, HAVING A CHORD BEARING OF NORTH 64 DEGREES 00 MINUTES 14 SECONDS EAST, A DISTANCE OF 233.69 FEET TO A POINT OF TANGENCY; THENCE NORTH 38 DEGREES 15 MINUTES 18 SECONDS EAST 309.48 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 590.00 FEET, HAVING A CHORD BEARING OF NORTH 64 DEGREES 01 MINUTE 34 SECONDS EAST, A DISTANCE OF 530.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST 263.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 390.00 FEET, HAVING A CHORD BEARING OF SOUTH 66 DEGREES 33 MINUTES 51 SECONDS EAST, A DISTANCE OF 321.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42 DEGREES 55 MINUTES 33 SECONDS EAST 237.98 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 310.00 FEET, HAVING A CHORD BEARING OF SOUTH 66 DEGREES 33 MINUTES 51 SECONDS EAST, A DISTANCE OF 255.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST 554.51 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST 141.57 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 465.00 FEET, HAVING A CHORD BEARING OF NORTH 44 DEGREES 47 MINUTES 51 SECONDS EAST, A DISTANCE OF 730.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST 409.15 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 385.00 FEET, HAVING A CHORD BEARING OF NORTH 81 DEGREES 43 MINUTES 57 SECONDS EAST, A DISTANCE OF 108.38 FEET TO THE EASTERLY LINE OF THE PIPELINE EASEMENT GRANTED TO ANR PIPELINE COMPANY (FORMERLY MICHIGAN WISCONSIN PIPELINE COMPANY) ACCORDING

TO DOCUMENT NUMBER 90K10272, AND DOCUMENT NUMBERS 629184, 807867, AND 1120073; THENCE SOUTH 04 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY LINE OF THE PIPELINE EASEMENT A DISTANCE OF 84.37 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 12 DEGREES 42 MINUTES 13 SECONDS WEST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 465.00 FEET, HAVING A CHORD BEARING OF SOUTH 83 DEGREES 32 MINUTES 49 SECONDS WEST, A DISTANCE OF 101.46 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 385.00 FEET, HAVING A CHORD BEARING OF SOUTH 44 DEGREES 47 MINUTES 51 SECONDS WEST, A DISTANCE OF 604.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST 141.57 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST 754.24 FEET TO THE WESTERLY LINE OF THE PIPELINE EASEMENT GRANTED TO ANR PIPELINE COMPANY (FORMERLY MICHIGAN WISCONSIN PIPELINE COMPANY) ACCORDING TO DOCUMENT NUMBER 90K10272, AND DOCUMENT NUMBERS 629184, 807867, AND 1120073; THENCE SOUTH 04 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE OF THE PIPELINE EASEMENT A DISTANCE OF 1,380.86 FEET TO A BEND IN SAID WESTERLY LINE; THENCE SOUTH 04 DEGREES 30 MINUTES 20 SECONDS EAST ALONG SAID WESTERLY LINE OF THE PIPELINE EASEMENT A DISTANCE OF 50.14 FEET TO A POINT ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 614.81 FEET; THENCE NORTH 45 DEGREES 12 MINUTES 09 SECONDS WEST 56.57 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST 80.00 FEET; THENCE SOUTH 44 DEGREES 47 MINUTES 51 SECONDS WEST 56.57 FEET TO A POINT ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST ALONG SAID PARALLEL LINE 2,268.52 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST 10.00 FEET TO A POINT ON A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST ALONG SAID PARALLEL LINE 294.00 FEET TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEDICATED FOR PUBLIC ROAD ACCORDING TO THE PLAT RECORDED JULY 21, 2005, AS DOCUMENT NUMBER 2005K084740, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26 A DISTANCE OF 60.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID

NORTHWEST QUARTER OF SECTION 26 A DISTANCE OF 755.81 FEET; THENCE NORTH 20 DEGREES 20 MINUTES 54 SECONDS EAST 295.45 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, HAVING A CHORD BEARING OF NORTH 10 DEGREES 03 MINUTES 02 SECONDS EAST, A DISTANCE OF 93.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 14 MINUTES 50 SECONDS WEST 49.18 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST 118.85 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26 A DISTANCE OF 80.00 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS EAST 246.72 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 50 SECONDS EAST 80.00 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST 48.20 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 50 SECONDS EAST 49.18 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 340.00 FEET, HAVING A CHORD BEARING OF SOUTH 10 DEGREES 03 MINUTES 02 SECONDS WEST, A DISTANCE OF 122.22 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20 DEGREES 20 MINUTES 54 SECONDS WEST 349.35 FEET TO A POINT OF CURVATURE; THENCE SOUTH WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 260.00 FEET, HAVING A CHORD BEARING OF SOUTH 10 DEGREES 10 MINUTES 03 SECONDS WEST, A DISTANCE OF 92.40 FEET TO A POINT OF TANGENCY IN A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26; THENCE SOUTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 26 A DISTANCE OF 561.84 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 29 SECONDS EAST 35.30 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST 65.00 FEET TO THE PLACE OF BEGINNING; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

**VILLAGE OF HAMPSHIRE
SPECIAL SERVICE AREA NUMBER THIRTEEN (AMENDED)
(TUSCANY WOODS)
PIN NUMBERS**

01-26-125-001; 01-26-125-002; 01-26-125-003; 01-26-125-004; 01-26-125-005; 01-26-125-006;
01-26-125-007; 01-26-152-001; 01-26-152-002; 01-26-152-005; 01-26-152-006; 01-26-152-007;
01-26-152-008; 01-26-152-009; 01-26-152-010; 01-26-152-011; 01-26-152-012; 01-26-152-013;
01-26-152-014; 01-26-152-015; 01-26-152-016; 01-26-153-001; 01-26-153-002; 01-26-153-003;
01-26-153-004; 01-26-153-005; 01-26-153-006; 01-26-153-007; 01-26-153-008; 01-26-153-009;
01-26-154-001; 01-26-154-002; 01-26-155-001; 01-26-155-002; 01-26-155-003; 01-26-155-004;
01-26-155-005; 01-26-155-006; 01-26-155-007; 01-26-155-008; 01-26-155-009; 01-26-155-010;
01-26-156-001; 01-26-156-002; 01-26-156-003; 01-26-156-004; 01-26-156-005; 01-26-156-006;
01-26-156-007; 01-26-156-008; 01-26-156-009; 01-26-156-010; 01-26-175-001; 01-26-175-002;
01-26-175-003; 01-26-175-004; 01-26-175-005; 01-26-175-006; 01-26-175-007; 01-26-175-008;
01-26-175-009; 01-26-175-010; 01-26-176-001; 01-26-176-002; 01-26-176-003; 01-26-176-004;
01-26-176-005; 01-26-176-006; 01-26-176-007; 01-26-176-008; 01-26-176-009; 01-26-176-010;
01-26-177-002; 01-26-177-003; 01-26-177-004; 01-26-177-005; 01-26-177-006; 01-26-177-007;
01-26-177-008; 01-26-177-009; 01-26-177-010; 01-26-177-011; 01-26-177-012; 01-26-178-001;
01-26-178-002; 01-26-178-003; 01-26-178-005; 01-26-178-006; 01-26-178-007; 01-26-178-008;
01-26-179-002; 01-26-179-003; 01-26-179-004; 01-26-179-005; 01-26-179-006; 01-26-179-007;
01-26-180-001; 01-26-180-002; 01-26-180-003; 01-26-180-004; 01-26-180-005; 01-26-180-006;
01-26-180-008; 01-26-180-009; 01-26-180-010; 01-26-180-011; 01-26-180-012; 01-26-180-013;
01-26-181-001; 01-26-181-002; 01-26-181-003; 01-26-181-004; 01-26-181-005; 01-26-181-006;
01-26-181-008; 01-26-181-009; 01-26-181-010; 01-26-181-011; 01-26-181-012; 01-26-181-013;
01-26-182-001; 01-26-182-002; 01-26-182-003; 01-26-182-004; 01-26-182-005; 01-26-182-006;
01-26-183-001; 01-26-183-002; 01-26-183-003; 01-26-183-004; 01-26-200-011; 01-26-251-002;
01-26-251-003; 01-26-251-004; 01-26-251-005; 01-26-251-006; 01-26-251-007; 01-26-251-008;
01-26-251-009; 01-26-251-010; 01-26-251-011; 01-26-252-002; 01-26-252-003; 01-26-252-004;
01-26-252-005; 01-26-252-006; 01-26-252-007; 01-26-252-008; 01-26-252-009; 01-26-252-010;
01-26-252-011; 01-26-253-002; 01-26-253-003; 01-26-253-004; 01-26-253-005; 01-26-253-006;
01-26-253-007; 01-26-253-008; 01-26-253-009; 01-26-253-010; 01-26-254-002; 01-22-254-003;
01-26-254-004; 01-26-254-005; 01-26-254-006; 01-26-254-007; 01-26-254-008; 01-26-255-001;
01-26-255-002; 01-26-255-003; 01-26-255-004; 01-26-255-005; 01-26-255-006; 01-26-255-007;
01-26-255-008; 01-26-255-009

EXHIBIT D

FORM OF REISSUED SERIES 2007 BOND

[SEE ATTACHED]

STATE OF ILLINOIS)
)
COUNTY OF KANE) SS

SPECIAL SERVICE AREA FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois (the “**County**”), and as such official I do further certify that on the _____ day of _____, 2014, there were filed in my office duly certified showings to support the reissuance of Special Tax Bonds, Series 2007 (Tuscany Woods Project) SSA No. 13 of the Village of Hampshire, Kane County, Illinois (the “**Village**”), as follows:

AN ORDINANCE Amending Ordinance No. 07-24 and providing for the reissuance of Village of Hampshire, Kane County, Illinois Special Service Area Number 13 Special Tax Bonds, Series 2007 (Tuscany Woods Project).

duly adopted by the President and Board of Trustees of the Village on the 3rd day of April, 2014; and that the same have been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this _____ day of April, 2014.

County Clerk of The County of Kane, Illinois

(SEAL)

No. 14 -

**A RESOLUTION
AUTHORIZING AND APPROVING AN ORDER FOR DISBURSEMENT
OF FUNDS ON HAND WITH AMALGAMATED BANK OF CHICAGO
AS TRUSTEE FOR SPECIAL SERVICE AREA NO. 13**

WHEREAS, the Village has previously established Special Service Area No. 13, for the purpose of providing a portion of the financing required for public improvements in Special Service Area No. 13 in the Village; and

WHEREAS, in support of Special Service Area No. 13, the Village authorized the issuance of certain Special Tax Bonds, Series 2007; and

WHEREAS, as part of said bond issuance the Village entered into a certain Trust Indenture dated March 1, 2007, with Amalgamated Bank of Chicago, as Trustee, for the Special Tax Bonds, Series 2007; and

WHEREAS, there is on account with Amalgamated Bank of Chicago certain monies related to and for purposes of Special Service Area No. 13, including funds in the Improvement Fund created under such Trust Indenture; and

WHEREAS, the Village has recently entered into a certain Settlement Agreement and Mutual Release, dated December 11, 2013 (the "Settlement Agreement"), with the Trustee, and the owners of vacant land in Special Service Area No. 13, to resolve issues concerning the Special Service Area and Tuscany Woods Subdivision in the Village, including redemption of a portion of the Special Tax Bonds; and

WHEREAS, the Village has also recently approved a Supplement Trust Indenture for Special Service Area No. 13, dated March 1, 2014; and

WHEREAS, pursuant to the terms of said Settlement Agreement and the terms of the Supplement Indenture, certain funds on hand at Amalgamated Bank of Chicago are to be disbursed and utilized for said bond redemption transaction, and other purposes related to the Settlement Agreement; and

WHEREAS, by its terms, the Settlement Agreement is to be concluded and all matters related thereto closed out by April 15, 2014; and

WHEREAS, the parties to the Settlement Agreement have determined to utilize an escrow arrangement for purposes of concluding and closing out all pertinent matters.

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 approve the disbursement of funds from the Improvement Fund held at Amalgamated Bank of Chicago as Trustee for Special Service Area No. 13 as set forth on the Disbursement Order addressed to said Trustee, attached hereto and incorporated herein by this reference as Exhibit "A," and in accordance with the Settlement Agreement and Mutual Release, and the Trust Indenture, described in the recitals set forth above.

Section 2. The Village President shall be and is hereby authorized to execute, and the Village Clerk to attest, said Disbursement Order in substantially the form of Exhibit "A," and subject to such modifications to such form and final amounts as is agreed by the Village President after consultation with the Village Attorney and consistent with the Settlement Agreement. .

Section 3. Said Disbursement Order shall be delivered to the escrow agent identified by the parties to the Settlement Agreement on or before April 14, 2014.

Section 4. The Recitals set forth above are incorporated into this Resolution as if fully set forth herein.

Section 5. In the event that all matters pertaining to the Settlement Agreement are not concluded and closed out on or before April 15, 2014, or such other date as may be agreed by all the parties to said Settlement Agreement, then this Disbursement Order may be withdrawn by the Village President, and this Resolution may be rescinded by action of the Corporate Authorities.

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

ADOPTED THIS 3rd DAY OF APRIL, 2014, by roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 3RD DAY OF APRIL, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

CERTIFICATE

/
/
/
/
/
/
/ / / / / / / / /

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

I further certify that on April 3, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Resolution No. 14 - _____, entitled:

A RESOLUTION
AUTHORIZING AND APPROVING AN ORDER FOR DISBURSEMENT
OF FUNDS ON HAND WITH AMALGAMATED BANK OF CHICAGO
AS TRUSTEE FOR SPECIAL SERVICE AREA NO. 13

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

This Certificate dated this _____ day of _____, 2014.

Linda Vasquez
Village Clerk

DISBURSEMENT REQUEST

TO: Amalgamated Bank
One West Monroe Street
Chicago, Illinois 60603
ATTN: Ms. Ann Longino

RE: Village of Hampshire Special Service Area # 13
Special Tax Bonds, Series 2007 (Tuscany Woods Subdivision)

Amount to be Disbursed: \$ 1,400,000.00

Total Disbursements to Date: \$ 10,200,000.00

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Attachment A hereto -- together with the name and address of the person, firm, or corporation to whom payment is due.

2. This disbursement is requested and is to be made pursuant to the terms and provisions of that certain Settlement Agreement and Mutual Release, dated December 11, 2013, by and among the following parties:

3. The Issuer hereby certifies that:

(a) This written requisition is for payment of costs incurred in connection with the above-referenced Special Tax Bonds and the specific purpose(s) for which this request is made is/are described in Attachment A.

(b) The disbursement is made in accordance with the terms and provisions of the Supplement Trust Indenture dated March 1, 2014.

(c) Payment should be made as indicated on Attachment A.

(d) No portion of the Disbursement described on Attachment A has been included in any previous Disbursement Request.

4. All capitalized terms herein shall have the meanings assigned to them in the Trust Indenture for the above-referenced Special Service Area # 13 Special Tax Bonds, Series 2007 (Tuscany Woods Project), and/or the Supplemental Trust Indenture dated March 1, 2014, by and between the Village of Hampshire, Kane County, Illinois and Amalgamated Bank, Chicago, Illinois, as Trustee.

VILLAGE OF HAMPSHIRE

By: _____
Jeffrey R., Magnussen
Authorized Signatory

ATTACHMENT A
To Disbursement Order dated April 15, 2014

A. The funds currently on hand in the Improvements Fund of Village of Hampshire Special Service Area #13 Special Bonds, Series 2007 (Tuscany Woods Project) shall be disbursed as specified in the Settlement Agreement and Mutual Release dated December 11, 2013, and in accordance with the Supplemental Trust Indenture dated March 1, 2014, as follows:

3. Release of Funds in Escrow Account held by Amalgamated Bank. The Parties agree that the funds currently held in escrow by Amalgamated Bank, as Trustee for the Village of Hampshire, in the Improvements Funds, in regard to Special Service Area #13, being approximately \$1,400,000.00 in total, shall be released and shall be disbursed as follows:

- a. To the Trustee for its administrative expenses: \$
- b. To the Village for its administrative expenses: \$
- c. To US Bank: \$ 558,187.04
- b. To the Bondholders: The balance of all remaining funds on account (*approx.*)
\$ 841,802.96.

B. A copy of the Agreed Order of the Circuit Court of Kane County, entered on April 15, 2014, in Case No. 08 CH K 2488, and allowing for release of the funds and disbursement in accordance with said Settlement Agreement, is attached hereto and incorporated herein by this reference.

VILLAGE OF HAMPSHIRE

Accounts Payable

April 3, 2014

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

Total: \$49,587.13

To be paid on or before
April 9, 2014

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 04/01/14
 TIME: 11:02:31
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/01/2014

| INVOICE # VENDOR # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | P.O. # | DUE DATE | ITEM AMT |
|------------------------------------|-----------------|-----------|---------------------|--|--------|----------------|----------|
| B&F B&F CONSTRUCTION CODE SERVICES | | | | | | | |
| 38902 | 03/26/14 | 01 | INV#38902 | 01-001-002-4390 BLDG. INSP. SERVICES | | 03/26/14 | 2,410.20 |
| | | | | | | INVOICE TOTAL: | 2,410.20 |
| | | | | | | VENDOR TOTAL: | 2,410.20 |
| CAON CALL ONE | | | | | | | |
| MARCH 2014 | 03/26/14 | 01 | ACCT#1010-7471-0001 | 01-001-002-4230 COMMUNICATION SERVICES | | 03/26/14 | 167.13 |
| | | 02 | ACCT#1010-7471-0002 | 30-001-002-4230 COMMUNICATION SERVICES | | | 52.27 |
| | | 03 | ACCT#1010-7471-0003 | 01-003-002-4230 COMMUNICATION SERVICES | | | 52.27 |
| | | 04 | ACCT#1010-7471-0004 | 31-001-002-4230 COMMUNICATIONS SERVICES | | | 175.68 |
| | | 05 | ACCT#1010-7471-0005 | 30-001-002-4230 COMMUNICATION SERVICES | | | 52.27 |
| | | 06 | ACCT#1010-7471-0006 | 30-001-002-4230 COMMUNICATION SERVICES | | | 52.70 |
| | | 07 | ACCT#1010-7471-0007 | 01-002-002-4230 COMMUNICATION SERVICES | | | 136.77 |
| | | | | | | INVOICE TOTAL: | 689.09 |
| | | | | | | VENDOR TOTAL: | 689.09 |
| COED COMMONWEALTH EDISON | | | | | | | |
| 033114 | 03/31/14 | 01 | ACCT#2323117051 | 30-001-002-4260 UTILITIES | | 03/31/14 | 218.30 |
| | | | | | | INVOICE TOTAL: | 218.30 |
| APRIL 2014 | 03/26/14 | 01 | ACCT#4623084055 | 01-003-002-4260 STREET LIGHTING | | 03/26/14 | 3.65 |
| | | 02 | ACCT#0657057031 | 01-003-002-4260 STREET LIGHTING | | | 162.90 |

DATE: 04/01/14
 TIME: 11:02:31
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/01/2014

| INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | P.O. # | DUE DATE | ITEM AMT |
|------------|---------------------|--------|-----------------|-----------------|--------|----------------|-----------|
| COED | COMMONWEALTH EDISON | | | | | | |
| APRIL 2014 | 03/26/14 | 03 | ACCT#2244132001 | 01-003-002-4260 | | 03/26/14 | 3,183.70 |
| | | 04 | ACCT#1329062027 | 01-003-002-4260 | | | 10.93 |
| | | 05 | ACCT#0524674020 | 01-003-002-4260 | | | 15.57 |
| | | 06 | ACCT#1632121022 | 01-003-002-4260 | | | 1,100.37 |
| | | 07 | ACCT#0495111058 | 30-001-002-4260 | | | 65.71 |
| | | 08 | ACCT#2323117051 | 30-001-002-4260 | | | 212.79 |
| | | 09 | ACCT#2289551008 | 30-001-002-4260 | | | 76.80 |
| | | 10 | ACCT#4997016005 | 30-001-002-4260 | | | 306.81 |
| | | 11 | ACCT#6987002019 | 30-001-002-4260 | | | 220.17 |
| | | 12 | ACCT#9705026025 | 30-001-002-4260 | | | 659.10 |
| | | 13 | ACCT#2599100000 | 30-001-002-4260 | | | 8,570.65 |
| | | 14 | ACCT#2676085011 | 30-001-002-4260 | | | 4,978.89 |
| | | 15 | ACCT#0255144168 | 30-001-002-4260 | | | 588.11 |
| | | 16 | ACCT#0729114032 | 31-001-002-4260 | | | 56.72 |
| | | 17 | ACCT#7101073024 | 31-001-002-4260 | | | 496.27 |
| | | | | | | INVOICE TOTAL: | 20,709.14 |
| | | | | | | VENDOR TOTAL: | 20,927.44 |

CONEEN CONSTELLATION NEW ENERGY

DATE: 04/01/14
TIME: 11:02:31
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/01/2014

| INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | P.O. # | DUE DATE | ITEM AMT |
|-----------------|----------------------------|--------|---------------------|--|--------|----------------|----------|
| ----- | | | | | | | |
| CONEEN | CONSTELLATION NEW ENERGY | | | | | | |
| 0014083243 | 03/26/14 | 01 | ACCT#1-EI-1962 | 30-001-002-4260 UTILITIES | | 03/26/14 | 8,592.88 |
| | | | | | | INVOICE TOTAL: | 8,592.88 |
| | | | | | | VENDOR TOTAL: | 8,592.88 |
| CURR | CURRAN CONTRACTING COMPANY | | | | | | |
| 8441 | 03/26/14 | 01 | INV#8441 | 01-003-002-4130 MAINTENANCE - STREETS | | 03/26/14 | 323.32 |
| | | | | | | INVOICE TOTAL: | 323.32 |
| | | | | | | VENDOR TOTAL: | 323.32 |
| DIEN | DIRECT ENERGY BUSINESS | | | | | | |
| 140730020537485 | 03/26/14 | 01 | INV#140730020537485 | 01-003-002-4260 STREET LIGHTING | | 03/26/14 | 73.17 |
| | | | | | | INVOICE TOTAL: | 73.17 |
| | | | | | | VENDOR TOTAL: | 73.17 |
| ENREAS | ENVIRONMENTAL RESOURCE | | | | | | |
| 716362 | 03/31/14 | 01 | INV#716362 | 31-001-002-4380 OTHR PROF. SERVICES | | 03/31/14 | 650.54 |
| | | | | | | INVOICE TOTAL: | 650.54 |
| | | | | | | VENDOR TOTAL: | 650.54 |
| FEMO | FENZEL MOTOR SALES, INC. | | | | | | |
| 53110 | 03/26/14 | 01 | TICKET #53110 | 01-003-003-4650 OFFICE SUPPLIES | | 03/26/14 | 10.37 |
| | | | | | | INVOICE TOTAL: | 10.37 |
| | | | | | | VENDOR TOTAL: | 10.37 |
| GEOBRU | GEORGE BRUST | | | | | | |

DATE: 04/01/14
TIME: 11:02:31
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/01/2014

| INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | P.O. # | DUE DATE | ITEM AMT |
|------------|--------------------------------|--------|------------------------|------------------------|--------|----------------|----------|
| ----- | | | | | | | |
| GEOBRU | GEORGE BRUST | | | | | | |
| MARCH 2014 | 03/31/14 | 01 | 45 MILES @.56 PER MILE | 01-001-002-4290 | | 03/31/14 | 25.20 |
| | | | | TRAVEL EXPENSE | | | |
| | | | | | | INVOICE TOTAL: | 25.20 |
| | | | | | | VENDOR TOTAL: | 25.20 |
| GRAI | GRAINGER | | | | | | |
| 9392498763 | 03/31/14 | 01 | INV#9392498763 | 30-001-003-4670 | | 03/31/14 | 151.92 |
| | | | | MAINTENANCE SUPPLIES | | | |
| | | | | | | INVOICE TOTAL: | 151.92 |
| | | | | | | VENDOR TOTAL: | 151.92 |
| HDSUWA | HD SUPPLY WATERWORKS LTD | | | | | | |
| C148358 | 03/26/14 | 01 | INV#C148358 | 30-001-005-4960 | | 03/26/14 | 199.22 |
| | | | | METERS/EQUIPMENTS | | | |
| | | | | | | INVOICE TOTAL: | 199.22 |
| | | | | | | VENDOR TOTAL: | 199.22 |
| HEPR | HENDERSON PRODUCTS, INC | | | | | | |
| J8-01110 | 03/26/14 | 01 | INV#J8-01110 | 01-003-002-4110 | | 03/26/14 | 310.00 |
| | | | | MAINTENANCE - VEHICLES | | | |
| | | | | | | INVOICE TOTAL: | 310.00 |
| | | | | | | VENDOR TOTAL: | 310.00 |
| IPODBA | IPO/DBA CARDUNAL OFFICE SUPPLY | | | | | | |
| 560165-0 | 03/31/14 | 01 | 560165-0 | 01-003-003-4650 | | 03/31/14 | 39.49 |
| | | | | OFFICE SUPPLIES | | | |
| | | 02 | 560165-0 | 30-001-003-4650 | | | 39.49 |
| | | | | OFFICE SUPPLIES | | | |
| | | | | | | INVOICE TOTAL: | 78.98 |
| 560373-0 | 03/31/14 | 01 | INV#560373-0 | 01-002-003-4650 | | 03/31/14 | 47.65 |
| | | | | OFFICE SUPPLIES | | | |
| | | | | | | INVOICE TOTAL: | 47.65 |
| | | | | | | VENDOR TOTAL: | 126.63 |

DATE: 04/01/14
TIME: 11:02:31
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/01/2014

| INVOICE # VENDOR # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | P.O. # | DUE DATE | ITEM AMT |
|---------------------------------------|-----------------|-----------|---------------------------|---|--------|----------|-------------------------|
| KACOAN KANE COUNTY ANIMAL CONTROL | | | | | | | |
| JAN 14 | 03/26/14 | 01 | SERVICE MONTH OF JAN 2014 | 01-002-002-4380 OTHER PROF.SERV. | | 03/26/14 | 125.00 |
| | | | | | | | INVOICE TOTAL: 125.00 |
| | | | | | | | VENDOR TOTAL: 125.00 |
| KONMIN KONICA MINOLTA BUSINESS SOLUTI | | | | | | | |
| 228298076 | 03/31/14 | 01 | INV#228298076 | 01-001-002-4340 PRINT/ADV/FORMS | | 03/31/14 | 44.04 |
| | | | | | | | INVOICE TOTAL: 44.04 |
| | | | | | | | VENDOR TOTAL: 44.04 |
| MEWE METRO WEST COG | | | | | | | |
| 1619 | 03/26/14 | 01 | INV#1619 | 01-001-002-4310 TRAINING | | 03/26/14 | 30.00 |
| | | | | | | | INVOICE TOTAL: 30.00 |
| | | | | | | | VENDOR TOTAL: 30.00 |
| MUWESE MUNICIPAL WEB SERVICES | | | | | | | |
| 50743 | 03/26/14 | 01 | INV#50743 | 01-001-002-4230 COMMUNICATION SERVICES | | 03/26/14 | 375.00 |
| | | | | | | | INVOICE TOTAL: 375.00 |
| | | | | | | | VENDOR TOTAL: 375.00 |
| NORAMESA NORTH AMERICAN SALT CO | | | | | | | |
| 71143820 | 03/26/14 | 01 | INV#71143820 | 30-001-003-4680 OPERATING SUPPLIES | | 03/26/14 | 2,809.96 |
| | | | | | | | INVOICE TOTAL: 2,809.96 |
| 71144625 | 03/26/14 | 01 | INV#71144625 | 30-001-003-4680 OPERATING SUPPLIES | | 03/26/14 | 2,721.20 |
| | | | | | | | INVOICE TOTAL: 2,721.20 |
| | | | | | | | VENDOR TOTAL: 5,531.16 |

DATE: 04/01/14
 TIME: 11:02:31
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/01/2014

| INVOICE # VENDOR # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | P.O. # | DUE DATE | ITEM AMT |
|-------------------------------|--------------|--------|------------------|--|--------|----------------|----------|
| OFDE OFFICE DEPOT | | | | | | | |
| 696462346001 | 03/26/14 | 01 | INV#696462346001 | 01-002-003-4680 OPERATING SUPPLIES | | 03/26/14 | 78.24 |
| | | | | | | INVOICE TOTAL: | 78.24 |
| 696462378001 | 03/26/14 | 01 | INV#696462378001 | 01-002-003-4680 OPERATING SUPPLIES | | 03/26/14 | 1.79 |
| | | | | | | INVOICE TOTAL: | 1.79 |
| | | | | | | VENDOR TOTAL: | 80.03 |
| OLD DO OLD DOMINION BRUSH CO. | | | | | | | |
| 0056061 IN | 03/31/14 | 01 | INV#0056061-IN | 01-003-003-4680 OPERATING SUPPLIES | | 03/31/14 | 845.39 |
| | | | | | | INVOICE TOTAL: | 845.39 |
| | | | | | | VENDOR TOTAL: | 845.39 |
| RKQUSE R.K. SERVICES INC. | | | | | | | |
| 899 | 03/26/14 | 01 | INV#899 | 01-002-002-4110 MAINTENANCE - VEHL. | | 03/26/14 | 42.43 |
| | | | | | | INVOICE TOTAL: | 42.43 |
| 910A | 03/26/14 | 01 | INV#910 | 01-002-002-4110 MAINTENANCE - VEHL. | | 03/26/14 | 43.37 |
| | | | | | | INVOICE TOTAL: | 43.37 |
| 920 | 03/26/14 | 01 | INV#920 | 01-002-002-4110 MAINTENANCE - VEHL. | | 03/26/14 | 38.37 |
| | | | | | | INVOICE TOTAL: | 38.37 |
| 926 | 03/26/14 | 01 | INV#926 | 01-002-002-4110 MAINTENANCE - VEHL. | | 03/26/14 | 38.37 |
| | | | | | | INVOICE TOTAL: | 38.37 |
| 935 | 03/26/14 | 01 | INV#935 | 01-002-002-4110 MAINTENANCE - VEHL. | | 03/26/14 | 38.37 |
| | | | | | | INVOICE TOTAL: | 38.37 |

DATE: 04/01/14
 TIME: 11:02:31
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/01/2014

| INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | P.O. # | DUE DATE | ITEM AMT |
|-----------------------------------|--------------|--------|-------------|-----------------------|--------|----------------|----------|
| RKQUSE R.K. SERVICES INC. | | | | | | | |
| 946 | 03/31/14 | 01 | INV#946 | 01-002-002-4110 | | 03/31/14 | 38.37 |
| | | | | MAINTENANCE - VEHL. | | | |
| | | | | | | INVOICE TOTAL: | 38.37 |
| 949 | 03/31/14 | 01 | INV#949 | 01-002-002-4110 | | 03/31/14 | 38.37 |
| | | | | MAINTENANCE - VEHL. | | | |
| | | | | | | INVOICE TOTAL: | 38.37 |
| | | | | | | VENDOR TOTAL: | 277.65 |
| STARK STARK & SON TRENCHING, INC. | | | | | | | |
| 49841 | 03/26/14 | 01 | INV#49841 | 30-001-002-4160 | | 03/26/14 | 2,215.00 |
| | | | | MAINT. UTILITY SYSTEM | | | |
| | | | | | | INVOICE TOTAL: | 2,215.00 |
| 49842 | 03/26/14 | 01 | INV#49842 | 30-001-002-4160 | | 03/26/14 | 2,195.00 |
| | | | | MAINT. UTILITY SYSTEM | | | |
| | | | | | | INVOICE TOTAL: | 2,195.00 |
| | | | | | | VENDOR TOTAL: | 4,410.00 |
| SUBLAB SUBURBAN LABORATORIES, INC | | | | | | | |
| 110080 | 03/26/14 | 01 | INV#110080 | 31-001-002-4380 | | 03/26/14 | 183.50 |
| | | | | OTHR PROF. SERVICES | | | |
| | | | | | | INVOICE TOTAL: | 183.50 |
| 110224 | 03/26/14 | 01 | INV#110224 | 30-001-002-4380 | | 03/26/14 | 66.00 |
| | | | | OTHR PROF. SERVICES | | | |
| | | | | | | INVOICE TOTAL: | 66.00 |
| 110348 | 03/26/14 | 01 | INV#110348 | 31-001-002-4380 | | 03/26/14 | 400.00 |
| | | | | OTHR PROF. SERVICES | | | |
| | | | | | | INVOICE TOTAL: | 400.00 |
| 110471 | 03/26/14 | 01 | INV#110471 | 31-001-002-4380 | | 03/26/14 | 183.50 |
| | | | | OTHR PROF. SERVICES | | | |
| | | | | | | INVOICE TOTAL: | 183.50 |

DATE: 04/01/14
TIME: 11:02:31
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/01/2014

| INVOICE # VENDOR # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | P.O. # | DUE DATE | ITEM AMT |
|-----------------------|----------------------------|-----------|----------------------|--|--------|----------------|----------|
| ----- | | | | | | | |
| SUBLAB | SUBURBAN LABORATORIES, INC | | | | | | |
| 35096 | 03/26/14 | 01 | INV#35096 | 31-001-002-4380 OTHR PROF. SERVICES | | 03/26/14 | 150.00 |
| | | | | | | INVOICE TOTAL: | 150.00 |
| 35138 | 03/26/14 | 01 | INV#35138 | 31-001-002-4380 OTHR PROF. SERVICES | | 03/26/14 | 553.50 |
| | | | | | | INVOICE TOTAL: | 553.50 |
| 35204 | 03/26/14 | 01 | INV#35204 | 30-001-002-4380 OTHR PROF. SERVICES | | 03/26/14 | 116.00 |
| | | | | | | INVOICE TOTAL: | 116.00 |
| | | | | | | VENDOR TOTAL: | 1,652.50 |
| | | | | | | | |
| VEWI | VERIZON WIRELESS | | | | | | |
| 9721869300 | 03/26/14 | 01 | ACCT#880495288-00001 | 01-002-002-4230 COMMUNICATION SERVICES | | 03/26/14 | 345.16 |
| | | | | | | INVOICE TOTAL: | 345.16 |
| 9721869301 | 03/26/14 | 01 | ADM | 01-001-002-4230 COMMUNICATION SERVICES | | 03/26/14 | 127.01 |
| | | 02 | PD | 01-002-002-4230 COMMUNICATION SERVICES | | | 245.86 |
| | | 03 | ST | 01-003-002-4230 COMMUNICATION SERVICES | | | 159.38 |
| | | 04 | WTR | 30-001-002-4230 COMMUNICATION SERVICES | | | 27.03 |
| | | 05 | SWR | 31-001-002-4230 COMMUNICATIONS SERVICES | | | 48.60 |
| | | | | | | INVOICE TOTAL: | 607.88 |
| | | | | | | VENDOR TOTAL: | 953.04 |
| | | | | | | | |
| VITH | VINCE THORGERSEN | | | | | | |
| 032814 | 03/31/14 | 01 | OVERPAYMENT | 30-000-000-2200 UTILITY OVERPAYMENT | | 03/31/14 | 412.32 |
| | | | | | | INVOICE TOTAL: | 412.32 |
| | | | | | | VENDOR TOTAL: | 412.32 |

DATE: 04/01/14
TIME: 11:02:31
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 04/01/2014

| INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | P.O. # | DUE DATE | ITEM AMT |
|----------------|------------------|--------|--------------------|-----------------------|--------|---------------------|-----------|
| ----- | | | | | | | |
| VUMA | VULCAN MATERIALS | | | | | | |
| 30548179 | 03/26/14 | 01 | INV#30548179 | 01-003-002-4130 | | 03/26/14 | 312.41 |
| | | | | MAINTENANCE - STREETS | | | |
| | | | | | | INVOICE TOTAL: | 312.41 |
| | | | | | | VENDOR TOTAL: | 312.41 |
| | | | | | | | |
| WAMA | WASTE MANAGEMENT | | | | | | |
| 3419936-2011-9 | 03/31/14 | 01 | INV#3419936-2011-9 | 29-001-002-4330 | | 03/31/14 | 48.61 |
| | | | | GARBAGE DISPOSAL | | | |
| | | | | | | INVOICE TOTAL: | 48.61 |
| | | | | | | VENDOR TOTAL: | 48.61 |
| | | | | | | TOTAL ALL INVOICES: | 49,587.13 |